

1054



Robert C. Edwards
Mayor

M. Renée Cahoon
Commissioner

Susie Walters
Mayor Pro Tem

Town of Nags Head
Post Office Box 99
Nags Head, North Carolina 27959
Telephone 252-441-5508
Fax 252-441-0776
www.nagsheadnc.gov

John Ratzenberger
Commissioner

Cliff Ogburn
Town Manager

Marvin Demers
Commissioner

NORTH CAROLINA
DARE COUNTY

SERVICE CONTRACT
PURCHASE ORDER # 14-02557

**THIS CONTRACT IS NOT VALID WITHOUT THE REQUIRED ACCOMPANYING/
CORRESPONDING PURCHASE ORDER**

RB
(CONTRACTOR *initials*)

THIS CONTRACT is made and entered into this the 18th day of April 2014, by and between the TOWN OF NAGS HEAD, a public body corporate of the State of North Carolina, (hereinafter referred to as "the TOWN") party of the first part and Barnhill Contracting Company, P. O. Box 1050, Kitty Hawk, NC 27949, (hereinafter referred to as "CONTRACTOR"), party of the second part.

1. SERVICES TO BE PROVIDED AND AGREED CHARGES

The services and/or material to be furnished under this contract (hereinafter referred to collectively as "SERVICES") and agreed charges are as follows:

To furnish materials and labor to resurface (overlay) several Town maintained streets, **as listed on Contractor's Bid Proposal Form, dated April 15, 2014. Work to be done in accordance with the scope of work as described in the Bid Form and supplemental exhibits titled, "Blue Marlin Way, Nags Head Cove Subdivision, Street Resurfacing Project and S. Hesperides, W. Sturgeon, and S. Shiner Dr., Nags Head Cove Subdivision, Street Resurfacing Project" which is attached hereto.** The construction work is scheduled to be performed is located within the Nags Head Cove Subdivision, Nags Head, North Carolina.

Total contract price is \$ 79,133.00 (Seventy Nine Thousand One Hundred Thirty Three Dollars and no Cents). Price is in accordance with CONTRACTOR's Proposal, dated April 15, 2014 (copy attached).

It is mutually agreed by and between the TOWN and CONTRACTOR that construction or work under this contract will commence April 25, 2014. The contract completion date shall be June 16, 2014 with time being of the essence. If CONTRACTOR fails to complete work under this contract by June 16, 2014 the TOWN will be damaged thereby, and because the amount of the TOWN's damages, inclusive of expenses for inspection, superintendence and necessary traveling expenses is difficult if not impossible to definitely ascertain and prove, it is hereby agreed that the sum of \$400.00 shall be due from CONTRACTOR, as liquidated damages for every day's delay in finishing the work in excess of the completion date prescribed; and the CONTRACTOR hereby agrees that said sum shall be deducted from monies due the CONTRACTOR under the contract or, if no money is due the CONTRACTOR hereby agrees to pay to the TOWN as liquidated damages, and not by way of penalty, such total sum as shall be due for such delay computed aforesaid.

2. DESCRIPTION OF PROJECT

Scope of work under this contract consists of a 1.5", compacted thickness, SF 9.5A asphalt surface overlay, approximately 20' in width, and specified pavement striping at the following locations:

- S. Hesperides Dr. (intersection of W. Danube St. to intersection of W. Sturgeon Dr.)
- W. Sturgeon Dr. (intersection of S. Hesperides Dr. to terminus) Total approximate length of items 1 & 2 is 1,135 lf, measured from southern edge of pavement at W. Danube St. to center of W. Sturgeon Dr. cul-de-sac.
- S. Shiner Dr. (intersection of W. Sturgeon Dr. to intersection of W. Danube St.) Total approximate length of item 3 is 370 lf, measured from the northern edge of pavement at W. Sturgeon Dr. to southern edge of pavement at W. Danube St.
- Blue Marlin Way (from Sandpiper Terrace to terminus) Total approximate length of item 4 is 1,805 lf, measured from the northern edge of pavement at Sandpiper Terrace to the center of Blue Marlin Way cul-de-sac.

3. TERM OF CONTRACT

The term of this CONTRACT for SERVICES is from April 18, 2014 until the obligations of the CONTRACT are fulfilled and accepted by the TOWN pursuant to its terms or until the CONTRACT is terminated pursuant to its terms. Either party may nonetheless cancel this CONTRACT on thirty (30) days written notice to the other party by certified mail or personal delivery. This CONTRACT is subject to the availability of funds to purchase the specified SERVICES and may be terminated at any time if such funds become unavailable.

Notwithstanding provisions of this Section 3 to the contrary, the following shall survive the termination of this CONTRACT: any provision in Section 1 regarding liquidated damages; the provisions of Section 6 regarding indemnity; and the provisions of Section 10.

4. PAYMENT TO CONTRACTOR

The TOWN agrees to pay at the rates specified for SERVICES satisfactorily performed in accordance with this contract. Unless otherwise specified, the CONTRACTOR shall submit an itemized invoice to the TOWN by the end of the month in which SERVICES are completed. Payment will be processed promptly upon receipt and approval by the TOWN of the invoice.

5. INDEPENDENT CONTRACTOR

Both the TOWN and the CONTRACTOR agree that the CONTRACTOR shall act as an independent contractor and shall not represent itself as an agent or employee of the TOWN for any purpose in the performance of the CONTRACTOR'S duties under this contract. Accordingly, the CONTRACTOR shall be responsible for payment of all Federal, State and local taxes arising out of the CONTRACTOR'S activities in accordance with this contract, including by way of illustration but not limitation, Federal and State income tax, Social Security tax, Unemployment Insurance taxes, and any other taxes or business license fees as required.

In performing the SERVICES, the CONTRACTOR is acting as an independent contractor and shall perform SERVICES in accordance with currently approved methods and practice in the CONTRACTOR'S professional capacity and in accordance with the standards of applicable professional organizations and licensing agencies.

6. INSURANCE AND INDEMNITY

The CONTRACTOR shall indemnify and save harmless the TOWN, its agents and employees from and against all actions, liability, claims, suits, damages, cost or expenses of any kind which may be brought or made against the TOWN or which the TOWN must pay and incur by reason of or in any manner resulting from injury, loss or damage to persons or property resulting from negligent performance of or failure to perform any of its obligations under the terms of this CONTRACT.

The CONTRACTOR shall be fully responsible to the TOWN for the acts and omissions of its sub-contractors and of persons either directly or indirectly employed by it, as the CONTRACTOR is for the acts and omissions of persons directly employed by it.

In addition, the CONTRACTOR shall comply with the North Carolina Worker's Compensation Act and shall provide for the payment of workers' compensation to its employees in the manner and to the extent required by such Act. In the event the CONTRACTOR is excluded from the requirements of such Act and does not voluntarily carry workers' compensation coverage, the CONTRACTOR shall carry or cause its employees to carry adequate medical/accident insurance to cover any injuries sustained by its employees or agents during the performance of SERVICES.

The CONTRACTOR agrees to furnish the TOWN proof of compliance with said Act or adequate medical/accident insurance coverage upon request.

The CONTRACTOR upon request by the TOWN shall furnish a Certificate of Insurance from an insurance company, licensed to do business in the State of North Carolina and acceptable to the TOWN verifying the existence of any insurance coverage required by the TOWN. The Certificate will provide for sixty (60) days advance notice in the event of termination or cancellation of coverage.

13. SIGNATURES

Both the TOWN and the CONTRACTOR agree to the above contract.

TOWN OF NAGS HEAD

Michelle H. [Signature]
Witnessed or Attested By:



By: [Signature]
Title: Town Manager
Date: 4-22-14

Tony [Signature]
Witnessed or Attested By:

Corporate Seal:

CONTRACTOR

By: [Signature]
Printed Name: Ricky Brake
Title: Project Manager
Date: 4/21/14

"This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act."

[Signature] 4-22-14
Finance Officer

APPROVED AS TO FORM AND LEGAL SUFFICIENCY.

[Signature]
TOWN ATTORNEY

PROPOSAL

For

TOWN OF NAGS HEAD

2014 POWELL BILL STREET PROJECT, NAGS HEAD COVE SUBDIVISION STREET RESURFACING PROJECT

General project description: The defined scope of work for this project consists of a 1.5", compacted thickness, SF 9.5A asphalt surface overlay, approximately 20' in width, in support of the Town of Nags Head 2014 Powell Bill Street Project; Nags Head Cove Subdivision Street Resurfacing Project for the following locations; S. Hesperides Dr. (W. Danube St. to W. Sturgeon Dr.), W. Sturgeon Dr. (S. Hesperides Dr. to S. Shiner Dr.), S. Shiner Dr. (W. Sturgeon Dr. to W. Danube St.), Blue Marlin Way (from the intersection of Sandpiper Terrace and as specifically described in the Scope of Work, exhibits, and specifications, attached hereto.

The undersigned, as bidder, proposes and agrees if this proposal is accepted to contract with the Town of Nags Head for the furnishing of all materials, equipment, and labor necessary to complete the construction of the work described in these documents in full and complete accordance with plans, specifications, and contract documents, and to the full and entire satisfaction of the Town of Nags Head for the sum of:

BASE BID: Seventy-nine thousand one hundred thirty-three and 00/100 Dollars \$ 79,133.00

Respectively submitted this 15th day of April 2014

Burnhill Contracting Company, Inc
(Contractor)

Federal ID#: 56-0512633

By: Alan Burnhill

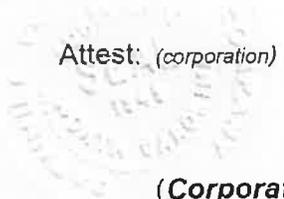
License #: 3194

Title: Regional President
(Owner, partner, corp. Pres. Or Vice President)

Address: P.O. Box 1050

Kitty Hawk, NC 27949

Attest: (corporation)



(Corporate Seal)

By: Karen Brooks

Title: Asst. Sec
(Corporation Secretary/Ass't Secretary.)

Town of Nags Head
Public Works Contract Review Cover Form

Your review and comments are needed no later than:

April 18, 2014

Contract Name : 2014 Powell Bill Street Project, Nags Head Cove Subdivision Street Resurfacing

Contract Originator: Karen Heagy

<input checked="" type="checkbox"/> New contract <input type="checkbox"/> Service Contract	<input type="checkbox"/> Change Order <input type="checkbox"/> Equipment Contract	<input type="checkbox"/> Task Order <input type="checkbox"/> Engineering Contract	<input checked="" type="checkbox"/> Construction Contract	
Reviewer	Approval Date	Revisions to be made		
Town Engineer	4/17/2014	Added exhibit reference and striping language		
Finance Director	4/21/14			
Town Clerk	4/17/14	Too much work in "2. Work scope of work..." Corrected KBH		
Town Attorney	4/17/14	Made revision-Corrected KBH		



TOWN OF NAGS HEAD
PO BOX 99
5401 SOUTH CROATAN HIGHWAY
NAGS HEAD, NC 27959
Phone: (252)441-5508

Purchase Order/Voucher

THIS NUMBER MUST APPEAR ON ALL INVOICES,
 PACKING LISTS, CORRESPONDENCE, ETC.

NO. 14-02557

SHIP TO

PUBLIC WORKS % KAREN HEAGY
 TOWN OF NAGS HEAD
 2200 LARK AVE
 NAGS HEAD, NC 27959

VENDOR

Vendor #: BARNH010

BARNHILL CONTRACTING CO INC
 P O BOX 1050
 KITTY HAWK, NC 27949

ORDER DATE: 04/22/14
 DELIVERY DATE:
 STATE CONTRACT:
 VENDOR ACCT NUM:
 VENDOR PHONE #: (252) 261-2207
 VENDOR FAX #: (252) 261-1093
 REQUISITION #: R1400883

MAIL INVOICE TO:

ATTN: ACCOUNTS PAYABLE
P.O BOX 99
NAGS HEAD, NC 27959

QUANTITY	DESCRIPTION	ACCOUNT NO	UNIT PRICE	TOTAL
1.00	2014 POWELL BILL Work Please do not fax po	10-570-4-5773-00 CAPITAL OUTLAY OTHER	79,133.0000	79,133.00
			TOTAL	=====
				79,133.00

THIS INSTRUMENT HAS BEEN PREAUDITED IN THE MANNER
 REQUIRED BY THE LOCAL GOVERNMENT BUDGET AND FISCAL
 CONTROL ACT.

 FINANCE OFFICER

 PURCHASING AGENT

Please contact the Town of Nags Head if the prices indicated are not correct. The Town of Nags Head will not be responsible for incorrect pricing after the Purchase Order is received by the vendor for purchasing.