

Town of Nags Head  
Public Works Contract Review Cover Form

**Your review and comments are needed no later than:**

**February 16, 2015**

Contract Name : 2014/15 Powell Bill Street Project, Nags Head Cove Subdivision Street Resurfacing

Contract Originator: Karen Heagy

| <input checked="" type="checkbox"/> New contract <input type="checkbox"/> Change Order <input type="checkbox"/> Task Order<br><input type="checkbox"/> Service Contract <input type="checkbox"/> Equipment Contract <input type="checkbox"/> Engineering Contract <input checked="" type="checkbox"/> Construction Contract |               |  |
|---|---------------|--|
| Reviewer  | Approval Date | Revisions to be made   |
| Town Engineer   | 2-12-2015     | Revised project description, contract times  |
| Finance Director  | 2-12-15       | I thought low bid was 176,599?<br>Answered her via email<br>Shouldn't term of contract start 2/23 not 5/22?<br>Corrected. Thanks-KBH |
| Town Clerk  | 2-12-15       |  |
| Town Attorney   | 2-13-15       | Made suggested changes.  |



**Robert C. Edwards**  
Mayor

**Susie Walters**  
Mayor Pro Tem

**Cliff Ogburn**  
Town Manager

**Town of Nags Head**  
Post Office Box 99  
Nags Head, North Carolina 27959  
Telephone 252-441-5508  
Fax 252-441-0776  
[www.nagsheadnc.gov](http://www.nagsheadnc.gov)

**M. Renée Cahoon**  
Commissioner

**John Ratzenberger**  
Commissioner

**Marvin Demers**  
Commissioner

NORTH CAROLINA  
DARE COUNTY

SERVICE CONTRACT  
PURCHASE ORDER #

15-02093

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

RB  
(CONTRACTOR *initials*)

THIS CONTRACT is made and entered into this the 16<sup>th</sup> day of February 2015, 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 February 5, 2015. Work to be done in accordance with the scope of work as described in the Bid Form, which is attached hereto.** The construction work is scheduled to be performed is located within the Nags Head, North Carolina.

**Total contract price is \$ 177,049.00 (One Hundred Seventy Seven Thousand Forty Nine Dollars and no Cents). Price is in accordance with CONTRACTOR's Bid Proposal Form, dated February 5, 2015 (copy attached).**

It is mutually agreed by and between the TOWN and CONTRACTOR that construction or work under this contract will commence February 23, 2015. The contract completion date shall be May 22, 2015 with time being of the essence. If CONTRACTOR fails to complete work under this contract by May 22, 2015 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

The defined scope of work for this project consists of a 1.5", compacted thickness, SF 9.5A asphalt surface overlay, in support of the Town of Nags Head 2014/2015 Powell Bill Street Project for the following locations; Adams Ln. (Entrance-intersection of US Hwy 158 to intersection of Anchor Lane), Admiral St. (porkchop removal), S. Barracuda Dr. (intersection of Kipper Ct. to intersection of Hammerhead Dr.), E. Gray Eagle St.(intersection of US Hwy 158 to S. Virginia Dare Trail NC 12), Wrightsville Ave. (intersection of Atlas St. to Albatross St, intersection of Baltic St. to Morning View Place, intersection of morning View Place to Becker St. and intersection of Becker St. to Barnes St.) and as specifically described below:

### Base Bid Items

1. E. Gray Eagle St. widening & overlay (intersection of US Hwy 158 to S. Virginia Dare Trail NC 12, approximately 520 l.f. in length, 22' pavement width), see attached plans for additional detail.
2. Admiral St. (intersection of Wrightsville Ave.)
  - Remove 60 lf± of ex. 30" conc. curb & gutter
  - Remove 24 lf ± of 5' wide conc. sidewalk
  - Add 40 lf± of 30" conc. curb & gutter
  - Add 38 sy± of asphalt pavement area
3. Adams Lane ( intersection of US Hwy 158 to intersection of Anchor Lane)
  - 1.5" compacted asphalt overlay, variable width area : 1,140 sy ±
  - Full replacement of ex. pavement striping

### Add Alternate Items

1. Barracuda Dr.-Nags Head Cove Subdivision (north of Kipper Ct intersection to the west of Mackerel Ct. intersection, approximately 855 l.f. in length)

- 1.5" compacted asphalt overlay, 20' avg. width area: 1,885 sy ±
- 2. Wrightsville Ave. (intersection of Atlas St. to Albatross St., approximately 450 l.f. in length)
  - 1.5" compacted asphalt overlay, 20' avg. width area: 982 sy ±
  - (2) separate areas identified for full depth pavement patch (area: 7 sy± total)
- 3. Wrightsville Ave. widening & overlay (intersection of Baltic St. to Morning View Place, approximately 130 l.f. in length)
  - 1.5" compacted asphalt overlay, 20' avg. width area: 295 sy±
  - 2" asphalt surface course w/6" ABC (4' wide avg., east side, area: 50 sy±)
  - Removal of 4'x32' ex. asphalt drive section
  - (1) pavement area identified for pavement repair (leveling course area: 12 sy±)
- 4. Wrightsville Ave. widening & overlay (intersection of Morning View Place to Becker St., approximately 250 l.f. in length)
  - 1.5" compacted asphalt overlay, 18' avg. width area: 135 sy±
  - 2" asphalt surface course w/6" ABC (6' wide avg., west side, area: 140 sy±)
- 5. Wrightsville Ave. widening & overlay (intersection of Becker St. to Barnes St. approximately 245 l.f. in length)
  - 1.5" compacted asphalt overlay, 18' avg. width area: 520 sy±
  - 2" asphalt surface course w/6" ABC (6' wide avg., east side, area: 145 sy±)
  - Removal of 6'x20' ex. conc. driveway section

### 3. TERM OF CONTRACT

The term of this CONTRACT for SERVICES is from February 16, 2015 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.

7. HEALTH AND SAFETY

The CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. The CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent

damage, injury or loss to all employees from the work and other persons who may be affected thereby.

8. NON-DISCRIMINATION IN EMPLOYMENT

The CONTRACTOR shall not discriminate against any employee or applicant for employment because of age, sex, race, creed, or national origin. The CONTRACTOR shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their age, sex, race, creed, or national origin. In the event the CONTRACTOR is determined by the final order of an appropriate agency or court to be in violation of any non-discrimination provision of federal, state or local law or this provision, this Contract may be cancelled, terminated or suspended in whole or in part by the TOWN, and the CONTRACTOR may be declared ineligible for further contracts.

9. E-VERIFICATION OF EMPLOYEES

The CONTRACTOR represents and warrants that it has ensured and will ensure for itself and each subcontractor that it uses to perform obligations under this CONTRACT, that either:

- (1) The CONTRACTOR or subcontractor employs less than 25 employees; or
- (2) The CONTRACTOR or subcontractor: (a) employs 25 or more employees who are employed for 9 months or more during a 12-consecutive-month period; and (b) has used the E-Verify program, which program is operated by the United States Department of Homeland Security and is defined in N.C. Gen. Stat. § 64-25 (5), to verify the work authorization of each employee.

10. GOVERNING LAW

This contract shall be governed by and in accordance with the laws of the State of North Carolina. All actions relating in any way to this contract shall be brought in the General Court of Justice of the State of North Carolina or in the Federal District Court for the Eastern District of North Carolina.

11. OTHER PROVISIONS

This Contract is subject to such additional provisions as are set forth in any addendum executed separately by each party and attached hereto.

12. CONTRACT DOCUMENTS/AMENDMENTS

This document together with the purchase order and any attached exhibits constitutes the entire Contract between the said two parties and may only be modified by a written mutual agreement signed by the parties and attached hereto. In the event of any conflict between this contract and any attached documents, the contract language will prevail.

13. SIGNATURES

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

Michelle H Gray  
Witnessed or Attested By:

 **TOWN OF NAGS HEAD**  
By: [Signature]  
Title: Town Manager  
Date: 2-13-15

Tony Lane  
Witnessed or Attested By:

Corporate Seal:

**CONTRACTOR**

By: [Signature]  
Printed Name: Ricky Brake  
Title: Project Manager  
Date: 2/13/15

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

[Signature]  
Finance Officer 2-13-15

APPROVED AS TO FORM AND LEGAL SUFFICIENCY.

[Signature]  
TOWN ATTORNEY



## **Town of Nags Head**

Post Office Box 99  
Nags Head, North Carolina 27959  
Telephone (252) 441-5508  
Fax (252) 441-0776  
[www.townofnagshead.net](http://www.townofnagshead.net)

### **BID FORM**

**FISCAL YEAR 2014/2015 POWELL BILL STREET PROJECTS**

**BUDGET # 10-570-4-5773-00**

**ARTICLE 1 – BID RECIPIENT**

1.01 This Bid is submitted to:

**TOWN OF NAGS HEAD  
c/o CLIFF OGBURN, TOWN MANAGER  
5401 S. CROATAN HWY.  
NAGS HEAD, NORTH CAROLINA**

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

**ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS**

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

**ARTICLE 3 – BIDDER’S REPRESENTATIONS**

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

| <u>Addendum No.</u> | <u>Addendum, Date</u> |
|---------------------|-----------------------|
| <u>1</u>            | <u>1-29-15</u>        |
| _____               | _____                 |
| _____               | _____                 |
| _____               | _____                 |

- B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

- E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.
- F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

#### **ARTICLE 4 – BIDDER'S CERTIFICATION**

##### **4.01 Bidder certifies that:**

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
  - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
  - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

#### **ARTICLE 5 – BASIS OF BID**

- 5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

| Item No.        | Description  | Unit     | Estimated Quantity | Bid Price |
|-----------------|--|----------|--------------------|-----------|
| Base Bid 1      | W. Gray Eagle St. widening & overlay (intersection of US Hwy 158 to S. Virginia Dare Trail NC 12, approximately 520 l.f. in length, 22' pavement width), see attached plans for additional detail.   | Lump Sum | 1                  | 83,855.00 |
| Base Bid 2      | Admiral St. (intersection of Wrightsville Ave.) <ul style="list-style-type: none"> <li>Remove 60 lf± of ex. 30" conc. curb &amp; gutter</li> <li>Remove 24 lf ± of 5' wide conc. sidewalk</li> <li>Add 40 lf± of 30" conc. curb &amp; gutter</li> <li>Add 38 sy± of asphalt pavement area</li> </ul>   | Lump Sum | 1                  | 6,000.00  |
| Base Bid 3      | Adams Lane ( intersection of US Hwy 158 to intersection of Anchor Lane) <ul style="list-style-type: none"> <li>1.5" compacted asphalt overlay, variable width area : 1,140 sy ±</li> <li>Full replacement of ex. pavement striping</li> </ul>  | Lump Sum | 1                  | 17,572.00 |
| Add Alternate 1 | Barracuda Dr.-Nags Head Cove Subdivision (north of Kipper Ct intersection to the west of Mackerel Ct. intersection, approximately 855 l.f. in length) <ul style="list-style-type: none"> <li>1.5" compacted asphalt overlay, 20' avg. width area: 1,885 sy ±</li> </ul>  | S.Y.     | 1885               | 21,605.00 |
| Add Alternate 2 | Wrightsville Ave. (intersection of Atlas St. to Albatross St., approximately 450 l.f. in length) <ul style="list-style-type: none"> <li>1.5" compacted asphalt overlay, 20' avg. width area: 982 sy ±</li> <li>(2) separate areas identified for full depth pavement patch (area: 7 sy± total)</li> </ul>  | Lump Sum | 1                  | 12,795.00 |
| Add Alternate 3 | Wrightsville Ave. widening & overlay (intersection of Baltic St. to Morning View Place, approximately 130 l.f. in length) <ul style="list-style-type: none"> <li>1.5" compacted asphalt overlay, 20' avg. width area: 295 sy±</li> <li>2" asphalt surface course w/6" ABC (4' wide avg., east side, area: 50 sy±)</li> <li>Removal of 4'x32' ex. asphalt drive section</li> <li>(1) pavement area identified for pavement repair (leveling course area: 12 sy±)</li> </ul> | Lump Sum | 1                  | 7,224.00  |
| Add Alternate 4 | Wrightsville Ave. widening & overlay (intersection of Morning View Place to Becker St., approximately 250 l.f. in length) <ul style="list-style-type: none"> <li>1.5" compacted asphalt overlay, 18' avg. width area: 135 sy±</li> <li>2" asphalt surface course w/6" ABC (6' wide avg., west side, area: 140 sy±)</li> </ul>  | Lump Sum | 1                  | 14,273.00 |

| Item No.   | Description  | Unit     | Estimated Quantity | Bid Price           |
|--|--|----------|--------------------|---------------------|
| Add Alternate 5  | Wrightsville Ave. widening & overlay (intersection of Becker St. to Barnes St. approximately 245 l.f. in length) <ul style="list-style-type: none"> <li>1.5" compacted asphalt overlay, 18' avg. width area: 520 sy±</li> <li>2" asphalt surface course w/6" ABC (6' wide avg., east side, area: 145 sy±)</li> <li>Removal of 6'x20' ex. conc. driveway section</li> </ul> | Lump Sum | 1                  | 13,725.00           |
| <b>Total Sum Bid Price for Base Bid (Base Bid 1, Base Bid 2, Base Bid 3)</b> |  |          |                    | <b>\$107,427.00</b> |
| <b>Add Alternate 1</b>   |  |          |                    | <b>21,605.00</b>    |
| <b>Add Alternate 2</b>   |  |          |                    | <b>12,795.00</b>    |
| <b>Add Alternate 3</b>   |  |          |                    | <b>7,224.00</b>     |
| <b>Add Alternate 4</b>   |  |          |                    | <b>14,273.00</b>    |
| <b>Add Alternate 5</b>   |  |          |                    | <b>13,725.00</b>    |

Bidder acknowledges that (1) each Bid Item Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

**Total of Lump Sum Price for Base Bid** \$ 107,427.00  
*One hundred seven thousand four hundred twenty-seven and 00/100 Dollars*

5.02 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

A. Bidder agrees to provide and furnish all labor; all necessary tools, parts, machinery, and equipment; all utility and transportation services; and all materials, both expendable and permanent; and, at its own risk and expense, to construct and complete all items of work within the time specified, time being of the essence of this contract, all in accordance with the Request for Bid and Specifications as approved by the Owner, all other Contract Documents, and such instructions as may be issued by the Owner during the progress of the work, and to complete all items of work therein required to be done. This may include, but not limited to; demolition, construction, installation, and clean-up of the described project areas. This shall be reflected in the pricing noted above.

**ARTICLE 6 – ATTACHMENTS TO THIS BID**

6.01 The following documents are submitted with and made a condition of this Bid:

A. List of Proposed Subcontractors;

- B. List of Proposed Suppliers;
- C. List of Project References;
- D. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;
- E. Contractor's License No.: 3194 [or] Evidence of Bidder's ability to obtain a State Contractor's License and a covenant by Bidder to obtain said license within the time for acceptance of Bids;

**ARTICLE 7 – DEFINED TERMS**

- 7.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.
- A. The pavement widening on pavement overlay denoted in the project item descriptions shall conform to the details and specifications described on the E. Gray Eagle St. Roadway & Drainage Improvement Drawings.

ARTICLE 8 – BID SUBMITTAL

BIDDER: [Indicate correct name of bidding entity]

Barnhill Contracting Company Inc

By:

[Signature]

Ricky Brake

[Printed name]

Ricky Brake

(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:

[Signature]

Tony Pearce

[Printed name]

TONY PEARCE

Title:

Asst. Area Manager

Submittal Date:

Feb 5, 2015

Address for giving notices:

P.O. Box 1050  
Kitty Hawk, NC 27949

Telephone Number:

252 261-2207

Fax Number:

252 261-1093

Contact Name and e-mail address:

Ricky Brake  
Rbrake@barnhillcontracting.com

Bidder's License No.:

3194  
(where applicable)

# Town of Nags Head 2015 Powell Bill job

| SUBCONTRACTORS         | ITEM                   | NAME       | NUMBER       |
|------------------------|------------------------|------------|--------------|
| American Road Markings | thermoplastic markings | Chuck Cole | 757-857-0734 |
| Liquid Lawns           | silt fence and seeding | Barry Nock | 441-7687     |
|                        |                        |            |              |
|                        |                        |            |              |

| MATERIAL SUPPLIERS       | ITEM                  | NUMBER       |
|--------------------------|-----------------------|--------------|
| HD Supply                | storm drain materials | 331-7702     |
| Commercial Ready mix     | concrete              | 441-7441     |
| Vulcan materials         | aggregates            | 261-3020     |
| Oldcastle Adams Products | curfstone pavers      | 919-316-0178 |
| Rinker Materials         | concrete pipe         | 919-418-7673 |
|                          |                       |              |
|                          |                       |              |
|                          |                       |              |
|                          |                       |              |
|                          |                       |              |
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|                          |                       |              |



CLOSE SEARCH WINDOW



RETURN TO SEARCH RESULTS

### License Detail

**NUMBER** 3194  
**STATUS** Valid  
**RENEWAL DATE** 2015-01-01

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**Name** Barnhill Contracting Company  
**Address** P. O. Box 7948  
 Rocky Mount, NC 27804  
**County** Edgecombe  
**Telephone** (252) 823-1021  
**Limitation** Unlimited  
**Classifications** Unclassified

**Qualifiers**

|                         |                    |                       |                 |
|-------------------------|--------------------|-----------------------|-----------------|
| Barnhill, Allen         | Douglas, Shannon K | Clejan, William Henry | Moore, Grason T |
| Smith, John William, Jr | Taylor, Michael G  |                       |                 |

**Selected Roadway Experience - Northeast Division**

| <b>Project</b>                        | <b>Similar Scope</b> | <b>Contract Value</b> | <b>Owner</b>   | <b>Completion Date</b> |
|---------------------------------------|----------------------|-----------------------|--|------------------------|
| Bay Drive                             | Yes                  | \$608,812             | Town of Kill Devil Hills<br>Mr. Steve Albright<br>252-480-4080 | July 2013              |
| Southwest Area Streets<br>Phase II    | Yes                  | \$483,598             | Town of Kill Devil Hills<br>Mr. Steve Albright<br>252-480-4080 | June 2012              |
| Nags Head Powell Bill<br>FY 2013/2014 | Yes                  | \$79,133              | Town of Nags Head<br>Mr. David Ryan<br>252-441-1122            | June 2014              |
| Nags Head 2011 Streets                | Yes                  | \$123,667             | Town of Nags Head<br>Mr. David Ryan<br>252-441-1122            | May 2011               |
| Hillcrest/Woodland Drive              | Yes                  | \$114,386             | Town of Southern Shores<br>Ms. Rachel Patrick<br>252-261-2394  | May 2014               |
| North Dune Loop                       | Yes                  | \$63,698              | Town of Southern Shores<br>Ms. Rachel Patrick<br>252-261-2394  | May 2014               |

Bidder must demonstrate a history of successful performance and completion of projects in a timely manner: Barnhill Contracting Company has never failed to deliver a project on time, and our work load for the past five years includes:

| <b>Year</b> | <b>Number of Projects</b> | <b>Dollar Volume</b> |
|-------------|---------------------------|----------------------|
| 2013        | 687                       | \$483 million        |
| 2012        | 566                       | \$427 million        |
| 2011        | 440                       | \$356 million        |
| 2010        | 264                       | \$522 million        |
| 2009        | 290                       | \$587 million        |

Bidder must demonstrate financial ability to furnish bonds as specified in GS 44A-26: Barnhill Contracting Company has a bonding capacity of \$300 million and \$1 billion aggregate and will furnish payment and performance bonds as required.

Bidder must demonstrate sufficient available equipment to perform the project and must submit a list of such equipment: Barnhill Contracting Company is consistently ranked among the Industry Giants by Construction Equipment Magazine. Our fleet includes:





**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. 15-02093**

### 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: 02/16/15  
 DELIVERY DATE: 02/12/15  
 STATE CONTRACT:  
 VENDOR ACCT NUM:  
 VENDOR PHONE #: (252) 261-2207  
 VENDOR FAX #: (252) 261-1093  
 REQUISITION #: R1500682

### MAIL INVOICE TO:

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

| QUANTITY | DESCRIPTION  | ACCOUNT NO                               | UNIT PRICE   | TOTAL      |
|----------|--|--|--------------|------------|
| 1.00     | 2014/15 POWELL BILL Work<br><br>Please do not fax po | 10-570-4-5773-00<br>CAPITAL OUTLAY OTHER | 177,049.0000 | 177,049.00 |
|          |  |  | TOTAL        | =====      |
|          |  |  |              | 177,049.00 |

**E-Verify Compliance Assurance by Vendor/Contractor:** By accepting this purchase order from Town of Nags Head, I verify that I understand that E-Verify program operated by the United States Department of Homeland Security and other federal agencies used to verify the work authorization of newly hired employees pursuant to federal law. Furthermore, I confirm that I am aware of and in compliance with the requirements of E-Verify and Article 2 of Chapter 64 of the North Carolina General Statutes, which requires that the Contractor participate in E-Verify if it has at least 25 qualified employees. To the best of my knowledge, any subcontractors employed by me as part of this contract are in compliance with the requirements of E-Verify and Article 2 of Chapter 64 of the North Carolina General Statutes.

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.