

Robert O. Oakes, Jr.
Mayor

Doug Remaley
Mayor Pro Tem

Cliff Ogburn
Town Manager



Town of Nags Head
Post Office Box 99
Nags Head, North Carolina
27959
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www.nagsheadnc.gov

Anna D. Sadler
Commissioner

M. Renée Cahoon
Commissioner

Susie Walters
Commissioner

NORTH CAROLINA
DARE COUNTY

SERVICE CONTRACT
PURCHASE ORDER # 14-00095

W. Carolinian Circle Roadway & Drainage Infrastructure Improvements

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

RB
(CONTRACTOR *initials*)

THIS CONTRACT is made and entered into this the 28th day of June 2013, 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, Co., 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 clear, grub, grade, and construct roadway and drainage improvements to service W. Carolinian Circle, as listed on Contractor's Bid Proposal Form, dated February 11, 2013. Work to be done is as described in the Invitation to Bid which is attached hereto.

Total contract price is \$56,775.00.00 (Fifty six thousand seven hundred & seventy-five dollars and no cents). Price is in accordance with Contractor's Bid Proposal Form, dated February 11, 2013 and Contractors E-mail, dated February 14, 2013. The work is scheduled to commence on or around the 15th day of July 2013.

Contract Cost Item Description:

- a. 4' Wide Concrete Sidewalk Construction: \$1,144
- b. Clearing & Grubbing, Excavation & Grading, (1) driveway removal, and 6" graded Crushed Asphalt Base Material: \$37,320
- c. 2" asphalt paving, type SF9.5A, from roadway station 0+00 to 6+15: \$18,311
 1. 2" asphalt paving, type SF9.5A, from roadway station 0+00 to 1+00: \$2,977
 2. 2" asphalt paving, type SF9.5A, from roadway station 1+00 to 6+15: \$15,334

It is mutually agreed by and between the TOWN and CONTRACTOR that contract completion date shall be September 13, 2013 with time being of the essence. If CONTRACTOR fails to complete work under this contract by September 13, 2013 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 amount of such damages shall be \$200.00 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

Work under this contract consists of all necessary Storm water construction, repaving and widening approximately scope of work consisting of 1,277 l.f. of 12' wide roadway improvements, with associative drainage infrastructure improvements, and 40 l.f. +/- 4' wide concrete sidewalk connection with roadway construction consisting of 615 l.f. +/- of 2" thick compacted SF-9.5a asphalt surface course with 6" compacted base course and 662 l.f. +/- of 6" thick compacted recycled asphalt surface, as described in the "Carolinian Circle Roadway Improvement Plans", as prepared by Creative Engineering Solutions, PLLC dated Dec. 5, 2012.

3. TERM OF CONTRACT

The term of this CONTRACT for SERVICES is from June 28, 2013 until the obligations of the CONTRACT are fulfilled 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 9.

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 during which SERVICES are performed. 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. 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, and the parties hereby submit to venue in and the personal jurisdiction of the said Courts.

10. 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.

11. 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.

12. SIGNATURES

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

Witnessed or Attested By:



Miaelle H. [Signature]

TOWN OF NAGS HEAD

By: [Signature]
Title: TOWN MANAGER

Date: 7/8/13

Tony [Signature]

Corporate Seal:

CONTRACTOR

By: [Signature]

Printed Name: Ricky Braker

Title: Project Mgr.

Date: 7/5/13

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

[Signature] 7.8.13
Finance Officer

APPROVED AS TO FORM AND LEGAL SUFFICIENCY.

[Signature]
TOWN ATTORNEY

David Ryan

From: Ricky Brake <RBRAKE@barnhillcontracting.com>
Sent: Thursday, February 14, 2013 3:04 PM
To: David Ryan
Subject: carolinian circle
Attachments: img-2141517-0001.pdf

Here is the asphalt cost. Also, I just talked to the supplier of the flap valve, and Agridrain the manufacturer does not have any engineering info because it is a simple flap type. Head on the incoming side must be equal to or greater than down stream before it will begin to open.

Ricky Brake
Barnhill Contracting Company
PO Box 1050
Kitty Hawk, N.C. 27949
Phone 252-261-2207
Fax 252-261-1093

-----Original Message-----

From: khxerox@barnhillcontracting.com [<mailto:khxerox@barnhillcontracting.com>]
Sent: Thursday, February 14, 2013 3:17 PM
To: Ricky Brake
Subject: Scan Data from XEROX7132-KH

Number of Images: 1
Attachment File Type: PDF

Device Name: XEROX7132-KH
Device Location: Kitty Hawk office



BARNHILL CONTRACTING COMPANY

4704 North Croatan Highway, P.O. Box 1050
Kitty Hawk, North Carolina 27949-1050

PROPOSAL

GENERAL CONTRACTORS

(252) 261-2207 Phone • (252) 261-1093 Fax

Project/Workorder No. _____

PROPOSAL SUBMITTED TO Town of Nags Head	PHONE 252-441-6221	DATE 2/11/13
STREET P.O. Box 99	JOB NAME Carolinian Circle	
CITY, STATE AND ZIP CODE Nags Head, NC 27959	JOB LOCATION Nags Head, NC	
ATTENTION David Ryan		

Our Price is based upon the Following:

We include the following scope of road construction in accordance with plans dated 9/24/11:

1. Clearing and grubbing to clearing limits.
2. Excavation and grading, removal of one driveway.
3. 6" compacted crushed asphalt base material.
4. 2" asphalt paving, type SF9.5A from station 0+00 to 6+15 only. Remaining roadway will be fine graded crushed asphalt material, unpaved. → \$ 18,311 (Asphalt portion only)
5. 4" concrete sidewalk. \$ 1,144.

Lump Sum Price: **\$56,775.00**

NOTES

1. Staking is to be provided by owner.
2. The following items are not included:
 - *Relocation of utility conflicts
 - *As Built Surveys
 - *Testing

Should you require additional information, please call (252) 261-2207 (ext. 223)

PAYMENT TO BE MADE AS FOLLOWS:

MONTHLY ESTIMATES. NET UPON RECEIPT OF INVOICE WITH A 1-1/2% MONTHLY SERVICE CHARGE ON ACCOUNTS OVER THIRTY (30) DAYS PAST DUE WHICH IS AN 18% ANNUAL RATE.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation insurance.

Authorized Signature _____
Rockey Beale

Note: This proposal may be withdrawn by us if not accepted within 30 days

Acceptance of Proposal — The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. Your project will not be scheduled until we receive your signed acceptance.

Signature _____

Date of Acceptance _____

INVITATION TO BID

1.1 PROJECT INFORMATION

- A. Notice to Bidders: Qualified bidders are invited to submit bids for Project as described in this Document according to the Instructions to Bidders. This project is a public-private partnership between the Town of Nags Head and the Adjoining Property Owners. The work will primarily consist of the development of roadway and drainage infrastructure improvements. The waterline extension work will be bid separately under a separate contract. The cost of the roadway and drainage improvements will be shared between the Property Owners and the Town of Nags Head. Due to this, final approval will be required to be administered by the Town Board of Commissioners as well the affected property owners. It is anticipated this process may take between 60-90 days. All bids received shall be valid for a minimum period of 90 days. Should, extenuating circumstances arise that result in extended delays or cancellation of the project, the Town of Nags Head and/or affected property owners be held liable to the low construction bidder. The Town of Nags Head will be responsible for the design documents, construction stakeout, and construction record data collection.
- B. Project Identification: Town of Nags Head
Carolinian Circle
Roadway & Drainage Infrastructure Improvements
1. Project Location: Proximity of Carolinian Circle
Nags Head, North Carolina 27959
- C. Owner: Town of Nags Head
P.O. Box 99
Nags Head, NC 27959
1. Owner's Representative: David M. Ryan, P.E.
Creative Engineering Solutions, PLLC
262 Mother Vineyard Rd.
Manteo, NC 27954
Phone: (252) 473-5566
- D. Engineer: (see above)
1. Engineer's Project No. P-1004
- E. Project Description: Project consists of roadway & drainage infrastructure improvements within the Town of Nags Head public right-of-way and includes the following:
1. Installation of approximately 1,277 l.f. of 12' wide asphalt roadway section with associated drainage infrastructure improvements
2. Installation of approximately 40 l.f. of 4' wide concrete sidewalk

- F. Construction Contract: Bids will be received for all the Work indicated by the Construction Documents.

1.2 BID SUBMITTAL AND OPENING

- A. Owner will receive sealed bids until the bid time and date at the location indicated below. Owner will consider bids prepared in compliance with the Instructions to Bidders issued by Owner, and delivered as follows:
 - 1. Bid Date: 21 December 2012
 - 2. Bid Time: 3:00 p.m., local time.
 - 3. Location: Nags Head Town Hall
5401 S. Croatan Hwy.
Nags Head, NC 27959
- B. Bids will be opened & reviewed publicly by owner, with contractors being present at time of award of bid.

1.3 BID SECURITY

- A. N/A. Owner reserves the right to reject any and all bids and to waive informalities and irregularities.

1.4 PRE-BID MEETING

- A. Pre-bid Meeting: N/A
 - 1. Bidders' Questions: Engineer will provide responses to bidders' questions via e-mail, and received up to one business day prior to bid opening.

1.5 DOCUMENTS

- A. Printed Procurement and Contracting Documents: Obtain by contacting Engineer. Documents will be provided to prime bidders only; only complete sets of documents will be issued.
- B. Online Procurement and Contracting Documents: Obtain by contacting Engineer. Online access will be provided to prime bidders only.

1.6 BIDDER'S QUALIFICATIONS

- A. Bidders must be properly licensed under the laws governing their respective trades and be able to obtain insurance and bonds required for the Work. Proof of Insurance in a form acceptable to Owner will be required of the successful Bidder.

END OF DOCUMENT

Bid Tabulation for The Town of Nags Head
 Carolinian Circle Roadway Drainage Infrastructure
 Improvements
 December 21, 2012

Bidder	License No.	Total Bid Amount
RPL CONTRACTING	34430	BB \$75,890 AA \$3,570
BREWHILL CONTRACTING	3194	BB \$71,595 AA \$37,320

BID FORM COVER SHEET (REVISED 12-6-12)

**CAROLINIAN CIRCLE ROADWAY & DRAINAGE INFRASTRUCTURE
IMPROVEMENTS
TOWN OF NAGS HEAD**

NAGS HEAD, DARE COUNTY, NORTH CAROLINA

Contractor: RPC Contracting, Inc.

License Number: 34430

**Creative Engineering Solutions, PLLC
262 Mother Vineyard Rd.
Manteo, NC 27954**

PROJECT NUMBER P-1004

December, 2012

**TOTAL BASE BID FOR CONTRACT -CAROLINIAN CIRCLE ROADWAY &
DRAINAGE INFRASTRUCTURE IMPROVEMENTS**

Seventy five thousand eight hundred ninety Dollars (\$75,890.⁰⁰)

**TOTAL BASE BID FOR CONTRACT W/ADD-ALTERNATE #1 -CAROLINIAN
CIRCLE ROADWAY & DRAINAGE INFRASTRUCTURE IMPROVEMENTS**

Thirty nine thousand five hundred seventy Dollars (\$39,570.⁰⁰)

BID FORM COVER SHEET (REVISED 12-6-12)

**CAROLINIAN CIRCLE ROADWAY & DRAINAGE INFRASTRUCTURE
IMPROVEMENTS
TOWN OF NAGS HEAD**

NAGS HEAD, DARE COUNTY, NORTH CAROLINA

Contractor: Burnhill Contracting Company

License Number: 3194

Creative Engineering Solutions, PLLC
262 Mother Vineyard Rd.
Manteo, NC 27954

PROJECT NUMBER P-1004

December, 2012

**TOTAL BASE BID FOR CONTRACT -CAROLINIAN CIRCLE ROADWAY &
DRAINAGE INFRASTRUCTURE IMPROVEMENTS**

Seventy-one thousand five hundred Dollars (\$ 71,595.00)
ninety-five and 00/100

**TOTAL BASE BID FOR CONTRACT W/ADD-ALTERNATE #1 -CAROLINIAN
CIRCLE ROADWAY & DRAINAGE INFRASTRUCTURE IMPROVEMENTS**

Thirty-seven thousand three hundred Dollars (\$ 37,320.00)
twenty and 00/100

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

14-00095

ORDER DATE: 07/15/13
 REQUISITION NO: R1400093
 DELIVERY DATE:
 STATE CONTRACT:
 F.O.B. TERMS: Destination

VENDOR #: BARNH010

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

Phone: (252)261-2207 Fax: (252)261-1093

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	roadway/drainage improvements	10-530-4-5773-00	56,775.0000	56,775.00
		CAPITAL OUTLAY OTHER		
			TOTAL	56,775.00

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 vendor for processing.