

Robert C. Edwards
Mayor

Susie Walters
Mayor Pro Tem

Cliff Ogburn
Town Manager



M. Renée Cahoon
Commissioner

John Ratzenberger
Commissioner

Marvin Demers
Commissioner

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

NORTH CAROLINA
DARE COUNTY

SERVICE CONTRACT
PURCHASE ORDER # 15-01550

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


(CONTRACTOR initials)

THIS CONTRACT is made and entered into this the 15th day of December 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 Geo. Raper & Son, Inc. P.O. Box 1247, Elizabeth City, NC 27906, (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:

Provide materials for the installation of and install approximately 1820 l.f. of 6" dia. water main extending from the distal end of the North Ridge subdivision, across Jockey's Ridge State Park, to the distal end of Villa Dunes Drive, w/associative appurtenances, via horizontal directional drill and open trench construction method. Work to be done in accordance with plans and specifications entitled "Town of Nags Head Water System Improvement, North Ridge to Villa Dunes Dr., Waterline Extension", as prepared by the Town of Nags Head Department of Public Works, and dated July 18, 2014.

Total contract price shall be \$ 134,891 (One-hundred & thirty-four thousand eight hundred and ninety-one dollars and no cents). Price is in accordance with CONTRACTOR'S bid, received on Nov. 5, 2014 (copy attached)

It is mutually agreed by and between the TOWN and CONTRACTOR that construction work under this contract will commence no later than February 16, 2015. The contract completion date shall be April 2, 2015 with time being of the essence. If CONTRACTOR fails to complete work under this contract by April 2, 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 \$ 135 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

Construction under this contract includes the provision and installation of 1,820 linear feet of 6-inch diameter polyvinylchloride (PVC) waterline, two (2) 6"x6" tapping sleeves and valves, two (2) ¾" water service connections, one-hundred fifty (150) linear feet of silt fencing and restoration of disturbed areas.

3. TERM OF CONTRACT

The term of this CONTRACT for SERVICES is from December 15, 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.

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.



Current

GEORA-1

OP ID: D2

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/17/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | | | |
|---|--|--|------------------------|
| PRODUCER PALNC Suite 200 4325 Lake Boone Trail Raleigh, NC 27607 Powell, Angeli & Langford Ins. | | CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: | |
| | | INSURER(S) AFFORDING COVERAGE | |
| | | INSURER A: Westfield Insurance Company | NAIC # 24112 |
| | | INSURER B: Builders Mutual Insurance | 10844 |
| | | INSURER C: | |
| | | INSURER D: | |
| | | INSURER E: | |
| | | INSURER F: | |
| INSURED Geo. Raper & Son, Inc. PO Box 14029 Raleigh, NC 27620 | | | |

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|----------|--|-----------|---|---------------|-------------------------|-------------------------|---|--|
| A | <input checked="" type="checkbox"/> GENERAL LIABILITY | | | TRA0173429 | 12/31/2013 | 12/31/2014 | EACH OCCURRENCE \$ 100,000 | |
| | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 | |
| | <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR | | | | | | MED EXP (Any one person) \$ 10,000 | |
| | | | | | | | PERSONAL & ADV INJURY \$ 1,000,000 | |
| | | | | | | | GENERAL AGGREGATE \$ 2,000,000 | |
| | | | | | | | PRODUCTS - COMP/OP AGG \$ 2,000,000 | |
| | | | | | | | \$ | |
| | GENL AGGREGATE LIMIT APPLIES PER | | | | | | \$ | |
| | <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC | | | | | | \$ | |
| A | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY | | | TRA0173429 | 12/31/2013 | 12/31/2014 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 | |
| | <input checked="" type="checkbox"/> ANY AUTO | | | | | | BODILY INJURY (Per person) \$ | |
| | <input type="checkbox"/> ALL OWNED AUTOS | | <input type="checkbox"/> SCHEDULED AUTOS | | | | BODILY INJURY (Per accident) \$ | |
| | <input type="checkbox"/> HIRED AUTOS | | <input type="checkbox"/> NON-OWNED AUTOS | | | | PROPERTY DAMAGE (PER ACCIDENT) \$ | |
| | | | | | | | \$ | |
| A | <input checked="" type="checkbox"/> UMBRELLA LIAB | | <input checked="" type="checkbox"/> OCCUR | TRA0173429 | 12/31/2013 | 12/31/2014 | EACH OCCURRENCE \$ 5,000,000 | |
| | <input type="checkbox"/> EXCESS LIAB | | <input type="checkbox"/> CLAIMS-MADE | | | | AGGREGATE \$ 5,000,000 | |
| | <input type="checkbox"/> DED | | <input type="checkbox"/> RETENTION \$ | | | | \$ | |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | WCP102273500 | 12/31/2013 | 12/31/2014 | <input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER \$ | |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in NH) | | | | | | Y/N <input type="checkbox"/> N/A | E.L. EACH ACCIDENT \$ 1,000,000 |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | | E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 |
| | | | | | | | | E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

CANCELLATION

NAG5401

Town of Nags Head
Cliff Ogburn, Town Mgr
5401 S Croatan Hwy
Nags Head, NC 27959

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Stone A Hobbs

© 1988-2010 ACORD CORPORATION. All rights reserved.



Renewed

GEORA-1 OP ID: D2

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/17/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | |
|---|--|
| PRODUCER PALNC Suite 200 4325 Lake Boone Trail Raleigh, NC 27607 Powell, Angeli & Langford Ins. | CONTACT NAME: Powell, Angeli & Langford Ins. |
| | PHONE (A/C, No, Ext): 919-469-2473 FAX (A/C, No): 919-467-4987 |
| | E-MAIL ADDRESS: |
| | INSURER(S) AFFORDING COVERAGE |
| | INSURER A: Westfield Insurance Company |
| | INSURER B: Builders Mutual Insurance |
| | INSURER C: |
| | INSURER D: |
| | INSURER E: |
| | INSURER F: |

INSURED **Geo. Raper & Son, Inc.**
PO Box 14029
Raleigh, NC 27620

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|-----------|----------|---------------|-------------------------|-------------------------|--|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR | | | TRA0173429 | 12/31/2014 | 12/31/2015 | EACH OCCURRENCE \$ 100,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Emp Ben. \$ 1,000,000 |
| A | AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS | | | TRA0173429 | 12/31/2014 | 12/31/2015 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ |
| A | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE | | | TRA0173429 | 12/31/2014 | 12/31/2015 | EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N | N/A | WCP102273500 | 12/31/2014 | 12/31/2015 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

| | |
|---|---|
| CERTIFICATE HOLDER | CANCELLATION |
| NAG5401 Town of Nags Head Cliff Ogburn, Town Mgr 5401 S Croatan Hwy Nags Head, NC 27959 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Stone A Hobbs</i> |

© 1988-2014 ACORD CORPORATION. All rights reserved.

NOTICE OF AWARD

Date of Issuance: Dec. 9, 2014

Owner: **Town of Nags Head**

Engineer: David M. Ryan, PE

Project: **North Ridge to Villa Dunes**

Owner's Contract No.: PO 14-

Engineer's Project No.: N/A

Contract Name: North Ridge
to Villa Dunes Waterline Ext.

Bidder: Geo. Raper & Son, Inc.

Bidder's Address: P.O. Box 1247
Elizabeth City, NC 27906

TO BIDDER:

You are notified that Owner has accepted your Bid dated Nov.5, 2014 for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

Approximately 1820 l.f. of 6" dia. water main extending from the distal end of the North Ridge Subdivision, across Jockey's Ridge State Park, to the distal end of Villa Dunes Dr., w/associative appurtenances, via horizontal directional drill and open trench construction method.

The Contract Price of the awarded Contract is: \$ 134,891

Three (3) unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award, or has been transmitted or made available to Bidder electronically.

a set of the Drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 15 days of the date of this Notice of Award:

1. Deliver to Owner Three (3) counterparts of the Agreement, fully executed by Bidder.
2. Deliver with the executed Agreement(s) the Contract security [e.g., performance and payment bonds] and insurance documentation as specified in the Instructions to Bidders and General Conditions, Articles 2 and 6.
3. Other conditions precedent (if any):

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner:

Authorized Signature

By:

Title:

NOTICE OF AWARD

Date of Issuance: Dec. 9, 2014

Owner: **Town of Nags Head**

Engineer: David M. Ryan, PE

Project: **North Ridge to Villa Dunes**

Owner's Contract No.: PO 14-

Engineer's Project No.: N/A

Contract Name: North Ridge
to Villa Dunes Waterline Ext.

Bidder: Geo. Raper & Son, Inc.

Bidder's Address: P.O. Box 1247
Elizabeth City, NC 27906

TO BIDDER:

You are notified that Owner has accepted your Bid dated Nov.5, 2014 for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

Approximately 1820 l.f. of 6" dia. water main extending from the distal end of the North Ridge Subdivision, across Jockey's Ridge State Park, to the distal end of Villa Dunes Dr., w/associative appurtenances, via horizontal directional drill and open trench construction method.

The Contract Price of the awarded Contract is: \$ 134,891

Three (3) unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award, or has been transmitted or made available to Bidder electronically.

a set of the Drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 15 days of the date of this Notice of Award:

1. Deliver to Owner Three (3) counterparts of the Agreement, fully executed by Bidder.
2. Deliver with the executed Agreement(s) the Contract security [e.g., performance and payment bonds] and insurance documentation as specified in the Instructions to Bidders and General Conditions, Articles 2 and 6.
3. Other conditions precedent (if any):

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner:

Authorized Signature

By:

Title:

NOTICE OF AWARD

Date of Issuance: Dec. 9, 2014

Owner: **Town of Nags Head**

Engineer: David M. Ryan, PE

Project: **North Ridge to Villa Dunes**

Owner's Contract No.: PO 14-

Engineer's Project No.: N/A

Contract Name: North Ridge
to Villa Dunes Waterline Ext.

Bidder: Geo. Raper & Son, Inc.

Bidder's Address: P.O. Box 1247
Elizabeth City, NC 27906

TO BIDDER:

You are notified that Owner has accepted your Bid dated Nov.5, 2014 for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

Approximately 1820 l.f. of 6" dia. water main extending from the distal end of the North Ridge Subdivision, across Jockey's Ridge State Park, to the distal end of Villa Dunes Dr., w/associative appurtenances, via horizontal directional drill and open trench construction method.

The Contract Price of the awarded Contract is: \$ 134,891

Three (3) unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award, or has been transmitted or made available to Bidder electronically.

a set of the Drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 15 days of the date of this Notice of Award:

1. Deliver to Owner Three (3) counterparts of the Agreement, fully executed by Bidder.
2. Deliver with the executed Agreement(s) the Contract security [e.g., performance and payment bonds] and insurance documentation as specified in the Instructions to Bidders and General Conditions, Articles 2 and 6.
3. Other conditions precedent (if any):

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner:

Authorized Signature

By:

Title:

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> |
|---------------------|-----------------------|
| #1 | Oct 28, 14 |
| #2 | Oct 31, 14 |
| | |
| | |

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 Unit Price | Bid Price |
|--|--|------|--------------------|--------------------|-------------------------------|
| 1 | 6" Fusible PVC Water main | L.F. | 1,785 | 65 ⁰⁰ | 116,025 ⁰⁰ |
| 2 | 6" C900 Water main | L.F. | 35 | 52 ⁰⁰ | 1,820 ⁰⁰ |
| 3 | 6"x6" Tapping Sleeve & Valve | Ea. | 1 | 4296 ⁰⁰ | 4296 ⁰⁰ |
| 4 | 6" Valve Box | Ea. | 2 | 103 ⁰⁰ | 206 ⁰⁰ |
| 5 | Conc. Valve Box Protector Rings | Ea. | 2 | 17 ⁰⁰ | 34 ⁰⁰ |
| 6 | D.I. Fittings | Lbs. | 300 | 1260 ⁰⁰ | 3780 ⁰⁰ |
| 7 | 3/4" water service connections | Ea. | 2 | 1500 ⁰⁰ | 3000 ⁰⁰ |
| 8 | Miscellaneous concrete | C.Y. | 1 | 450 ⁰⁰ | 450 ⁰⁰ |
| 9 | Gravel Driveway Removal & Replacement | Ton | 3 | 46 ⁰⁰ | 130 ⁰⁰ |
| 10 | Silt Fence | L.F. | 150 | 5 ⁰⁰ | 750 ⁰⁰ |
| 11 | Disturbed Area Restoration (Sod) | S.Y. | 25 | 20 ⁰⁰ | 500 ⁰⁰ |
| 12 | Mobilization (limited to 3% of the Total Cost of Work Items) | | | 3900 ⁰⁰ | 3900 ⁰⁰ |
| Total of All Unit Price Bid Items | | | | | \$134,891⁰⁰ |

Bidder acknowledges that (1) each Bid Unit 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 and Unit Price Bids = Total Bid Price \$ 134,891⁰⁰

One hundred thirty-four thousand eight hundred ninety-one 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.

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; *Arnold Sandy*
 - B. List of Proposed Suppliers; *H.D. Supply, Ferguson Enterprise*
 - 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.: ~~7~~ 7375 [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.

ARTICLE 8 – BID SUBMITTAL

BIDDER: [Indicate correct name of bidding entity]

Geo Raper & Son, Inc

By:

[Signature]

George B. Raper

[Printed name]

George B. Raper

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

Attest:

[Signature]

Linda S. Raper

[Printed name]

Linda S. Raper

Title:

Corp Secretary

Submittal Date:

11/5/14

Address for giving notices:

P.O. Box 1247

Elizabeth C. Co., NC 27906

Telephone Number:

252-338-8489

Fax Number:

252-338-8597

Contact Name and e-mail address:

George Raper georaperinc@earthlink.net

Bidder's License No.:

7375
(where applicable)

Licenses Year

2014

Licenses No.

7375

North Carolina

Licensing Board for General Contractors

This is to Certify That:

Geo. Raper & Son, Inc.
Elizabeth City, NC

is duly registered and entitled to practice

General Contracting

Limitation: Unlimited
Classification: Unclassified

until

December 31, 2014

when this Certificate expires.

Witness our hands and seal of the Board.

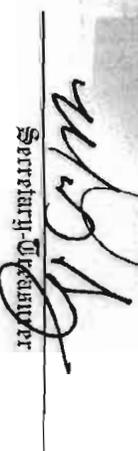
Dated, Raleigh, N.C.

January 1, 2014

This certificate may not be altered.




Chairman


Secretary-Treasurer

MINUTES OF A COMBINED MEETING OF THE STOCKHOLDERS AND DIRECTORS OF
GEO. RAPER & SON, INC.

A combined meeting of the stockholders and directors was called on Friday, March 28, 2014 at 4:00 pm in the company offices located in Raleigh, North Carolina. George Raper, shareholder and a director presided over the meeting. Linda S. Raper, corporate secretary and a director recorded the minutes of the meeting.

Business operations for the previous year were reviewed and discussed along with a review of the corporate income tax returns and to state that all directors and officers are authorized to sign on behalf of the corporation.

The directors elected officers for the corporation as follows:

George B. Raper – President & Treasurer

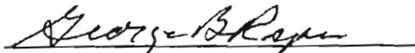
Stephen L. Raper – Vice President

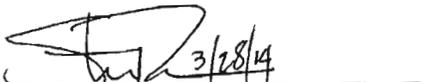
Linda S. Raper – Secretary

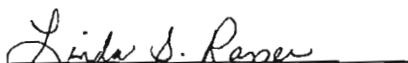
The stockholders elected the following directors to serve for the year 2014, until the next meeting or until replaced:

George B. Raper
Stephen L. Raper
Linda S. Raper

There being no further business, the meeting was adjourned.


George B. Raper, President


Stephen L. Raper, Vice President


Linda S. Raper, Secretary

GEO. RAPER & SON, INC
PO BOX 1247
ELIZABETH CITY, NC 27906

Projects that are completed of the same type as North Ridge to Villa Dunes Water Line Extension Are:

| Project | Owner | Location |
|---|----------------------------|--------------------------|
| 1)Whalehead Subdivision Phase 2 | Currituck County | Whalehead/Corolla |
| 2)Whalehead Subdivision Phase 3 | Currituck County | Whalehead/Corolla |
| 3)Water replacement various Bridges | Chowan County | Throughout Chowan County |
| 4)Replace 24" Force Sewer Main under River | City of Elizabeth City | Pasquotank River |
| 5)Directional Drill under wet lands | River Sound Subdivision | Chowan County |
| 6)Water Line Replacement Various Bridges | NCDOT / Mclean Contracting | Pasquotank/Perquimans |
| 7)Directional Drill under Intercoastal Waterway | Currituck County | Intercoastal Waterway |
| 8) Force Sewer Main Moyock/Currituck | Currituck County | Moyock |
| 9) Waterline Extension Halstead Blvd. | City of Elizabeth City | Halstead Blvd to Walmart |
| 10) Waterline repair Bridge Gates County | Gates County Water | Highway 158 Gates County |

All the above projects involve directional drilling. Project sizes range from \$30,000.00 to \$2,500,000.00. 90% of the above work was installed by Sandy Backhoe & Hauling Service. Owner Arnold Sandy.

If additional information is required please advise.

George B Raper
President



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. 15-01550

SHIP TO

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

VENDOR Vendor #: GEORA005

Geo. Raper & Son, Inc.
 P.O. Box 1247
 Elizabeth City, NC 27906

ORDER DATE: 12/15/14
 DELIVERY DATE:
 STATE CONTRACT:
 VENDOR ACCT NUM:
 VENDOR PHONE #: (252) 338-8489
 VENDOR FAX #: (252) 338-8597
 REQUISITION #: R1500532

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

| QUANTITY | DESCRIPTION | ACCOUNT NO | UNIT PRICE | TOTAL |
|----------|-------------------------------|----------------------|--------------|------------|
| 1.00 | N Ridge-Villa Dunes waterline | 61-818-6-5773-00 | 134,891.0000 | 134,891.00 |
| | | CAPITAL OUTLAY OTHER | | ===== |
| | | | TOTAL | 134,891.00 |

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.