



Date: April 15, 2019

To: Commissioners and Mayor Holden

From: Heather Finnell, Town Clerk *HF*

Re: Award of Contract for Street Work

Per Shane Lippard at Right Angle Engineering, they received two bids for the paving project. They are as follows:

Highland Paving at \$96,000

Barnhill Contracting \$110,500

Mr. Lippard said that Highland did the project last year and performed well. Right Angle Engineering recommends awarding the contract to Highland Paving.

Please let me know if you have any questions.



P.O. Box 1843
 Fayetteville, NC 28302
 Office # 910-485-5790
 Fax # 910-323-4163

August 15, 2019

Right Angle Engineering, PC
 212 Princess Street
 Wilmington, NC 28401

ATTN: W. Shane Lippard, PE
raepcsi@bellsouth.net
 RE: Roadway Work For The Town of Holden Beach 2019

Pursuant to our earlier discussions and instructions, Highland Paving Company, LLC offers to provide the labor, materials and equipment necessary to perform the following work at the above mentioned job.

Description of work and prices:

<u>Line Item #</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Total</u>
Sand Spur Lane					
1	1.5" SF9.5A	1,200	SY		
2	Mill Joint	1	LS		
3	Leveling/Wedging	20	TON		
4	Painted Crosswalk	1	EA		
5	Patching 5" B25.0B and 2" SF9.5A	1,800	SF		
6	Scrape back edges from vegetation and remove	1	LS		
					\$ 34,000.00
Sand Dune Lane					
1	1.5" SF9.5A	1,400	SY		
2	Leveling/Wedging	20	TON		
3	Scrape back edges from vegetation and remove	1	LS		
4	Patching 5" B25.0B and 2" SF9.5A	500	SF		
					\$ 31,000.00
Sand Piper Lane					
1	1.5" SF9.5A	1,400	SY		
2	Leveling/Wedging	20	TON		
3	Scrape back edges from vegetation and remove	1	LS		
4	Patching 5" B25.0B and 2" SF9.5A	500	SF		
					\$ 31,000.00
					TOTAL \$ 96,000.00

ITEMS NOT INCLUDED:

1. Layout & staking, prime coat, testing beyond normal specifications, traffic control, permits or fees, landscaping, grading of any kind unless specifically stated, storm drainage, undercut/backfill, milling, saw cuts, bonding, specialty insurance, & signage.

NOTES:

1. This proposal includes 1 Mobilization. Each additional Mobilization will be \$ 2,500.00.
2. Quantities provided by engineer any overruns will be paid at an agreed upon unit price.
3. This work is priced to be paved prior to June 1, 2019.
4. The work and materials described in this proposal will be performed in accordance with the specifications for workmanship, material content, and quality control in effect at the time this proposal was issued. Highland Paving Co., LLC does not agree to any other specification or quality control regime without express written consent to be bound by other specifications.
5. The grade must be firm, stable, and unyielding. HPC is not responsible for grade prepared by others, and assumes no responsibility for standing or ponding water on asphalt surfaces with designed slope of less than one and one half percent.
6. Quantities are approximate use your takeoff quantities for use in your bid proposal.
7. No Retainage is to be withheld. Full Payment is due within 30 days of completion of our work.
8. DUE TO RISING LIQUID ASPHALT PRICES, THIS PROPOSAL IS ONLY BINDING FOR 30 DAYS.
9. Any excess material from grading operations will remain onsite and disposed of by others.
10. For fine grading operations, the grade must be +/- 0.10 foot firm and unyielding and uniformly shaped with enough stone in place to balance and with accepted densities prior to our arrival onsite.
11. We require two weeks notice prior to schedule paving.

We are pleased to be able to provide you with a price on this project. If this proposal meets with your approval, please sign below and return to us. We are committed to providing you with quality, reliability and value.

Owner Name: _____

Owners Signature : _____

Date of Acceptance: _____

Thanks,



Jason Hobson

Coastal Manager

jhobson@highlandpaving.com

Mobile (910) 322-4763

HIGHLAND PAVING COMPANY



Barnhill Contracting Company

4312 Henson Drive
Wilmington, NC 28405

Contact: Michael S. Griggs
Phone: 910-675-2554
Mobile: 910-520-3623

Quote To: Right Angle Engineering, P.C.
212 Princess Street
Wilmington, NC 28401
Attn: W. Shane Lippard, P.E.
Phone: 910-251-2208

Job Name: 2019 Roadway Work Holden Beach
Date: 4-12-19
Date of Plans: 3-29-19
Revision Date:

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	MOBILIZATION	1.00	LS	4,500.00	4,500.00
2	SAND SPUR LANE	1.00	LS	40,000.00	40,000.00
8	SAND DUNE LANE	1.00	LS	33,000.00	33,000.00
14	SAND PIPER LANE	1.00	LS	33,000.00	33,000.00
GRAND TOTAL					\$110,500.00

NOTES:

This quotation is based on field measurements. Unless a lump sum price is paid for the foregoing work and is clearly stated, it is understood and agreed that the quantities referred to above are estimates only and that payment shall be made at the stated unit prices on the actual quantities of work performed by the Company. If the foregoing meets with acceptance, kindly sign and return the white copy of our proposal. Upon its receipt it is understood the foregoing, including the terms and conditions set forth hereunder, will constitute the full and complete agreement between us.

This proposal expires fifteen (15) days from date hereof, but may be accepted at any later date at the sole option of the Company.

PROPOSAL & CONTRACT ATTACHMENT TERMS AND CONDITIONS

Payment in full for all work performed hereunder during any month shall be made according to the terms stated herein but not later than thirty (30) days from the date of invoice. Final and complete payment for all work performed hereunder shall be made not later than fifteen (15) days after the completion of such work. Payment shall not be contingent upon payment to you by owner or any other person. Interest at the highest rate allowable under the laws of the jurisdiction in which the contract is executed or one and one-half percent (1 1/2%) per month, whichever is less, shall be charged and paid on all unpaid balances

from the due date to the date we receive payment. You agree to pay in full all costs and expenses incurred by Barnhill Contracting Company in collecting the amounts owed by you under the Agreement, including any and all court costs and attorney fees. Payments received will be applied against open items on unpaid invoices in an order and sequence determined by Barnhill Contracting Company in its sole discretion. Any monies paid to you for our work shall be held in trust for our benefit.

We shall not become obligated to perform the work called for under this contract until your credit has been checked and approved by our Credit Department. If credit conditions become unsatisfactory at any time prior to our completion of the work hereunder, we shall be furnished adequate security upon our request.

This document is the full agreement between us, regardless of any prior proposals or communications. Any deviations from the specifications or modification of the terms of this contract and any extra or incidental work, or reductions in work, shall be set forth in writing and signed by both parties prior to the making of such change. We will be compensated for any increase in our costs caused by such change, on the basis of the increase plus ten percent (10%) profit. If a time is set for the performance of work, and if, in our judgment, such change or other circumstances beyond our reasonable control will increase the time necessary for our performance, we will be granted a reasonable extension of time.

We will provide any pay for Workman's Compensation Insurance covering our employees and Public Liability and Property Damage Insurance protecting ourselves. We will also assume responsibility for the collection and payment of Social Security and State Unemployment Taxes applicable to our employees.

We shall be provided with suitable access to the work area. If our work is dependent upon or must be undertaken in conjunction with the work of others, such work shall be so performed and completed as to permit us to perform our work hereunder in a normal uninterrupted single-shift operation. It will be your responsibility to coordinate the work of others.

Unless a time for the performance of our work is specified, we shall undertake it in the course of our normal operating schedule. We shall not be liable for any failure to undertake or complete the work for causes beyond our control, including but not limited to fire, flood or other casualty; labor disputes or other disagreements; and accidents or other mishaps, or lack of readily available local material. Whether affecting this work or other operations in which we are involved, directly or indirectly. You shall not interfere with the progress of our work. Any delay damages we incur, including attorney fees, resulting from your breach of this or any other provision in this contract, shall be paid by you.

If for causes beyond our control, our work is not completed by the date stated on the front of this proposal, we may cancel this agreement at any time thereafter on ten (10) days notice. In such event (i) we shall be relieved of any further obligations with respect to the balance of the work; and (ii) we shall be entitled to receive final and complete payment for all work performed by us to the date of cancellation within fifteen (15) days thereafter.

We shall not be responsible for, and you agree to hold us harmless from any liability resulting from, damages to utilities or other facilities or objects buried beneath our work area or designated areas of access when the existence or location of utilities, facilities or objects is unknown to the Company.

It is further understood that we shall not be responsible for any damage to or deterioration of any of our work, whether completed or in process, resulting from any cause or causes beyond our control, including but not limited to failure of subgrade or failure or inadequacy of any labor or materials not furnished and installed by us, whether or not such failure or inadequacy was or could have been known at the time our work was undertaken. You agree that the proper jurisdiction and venue for adjudication concerning the contract is Edgecombe County, North Carolina and you waive any right to jurisdiction and venue in any other place.

You agree to indemnify and hold us harmless for all expenses, including attorney and expert fees, arising from your breach of any provision of this contract, or any other claims, injuries or damages resulting from your acts or omissions and those of your employees, agents, and other contractors and their subcontractors and any other person directly or indirectly under your control.

When the Company contracts to place Aggregate Base Course or Bituminous Concrete on grade prepared by others, the grade must be firm, stable, and unyielding within 0.1 foot of plan grade with sufficient suitable material on site for final grading. The Company is not responsible for failure of grade prepared by others.

Specific Exclusions

The following items are specifically excluded from this contract unless listed as work included in the contract under "Description of Work and Price": engineering and staking; Permits and fees; Bond; As-built survey; Subgrade stabilization; Undercut below subgrade; Mass rock; Trench rock; Respreading topsoil; Wasting excess material off-site; Gas lines; Encasement pipes; Retaining walls or any work associated with retaining walls; Backfilling of building walls; Stone under concrete work; Rebar in concrete work (unless other wise noted) Concrete flatwork; Dumpster pads; Screens for dumpster pads; Concrete paving; Pipe bollards; Brick pavers; Foundation drainage system; Irrigation; Landscaping; Fences or gates; Signage; Site electrical; Site lighting; Handicap ramps; Tree protection fence; Trench borrow; Prime coat; Hazardous material removal; Hazardous waste removal; Any work not specifically mentioned above; excavation or backfill of footings; temporary utilities or

facilities; adjustment, removal, or relocation of new or existing utilities; obtaining approvals or inspections by third parties.

The Company assumes no responsibility for standing or ponding of water on finished asphalt surfaces with a designated slope of less than one and one-half percent (1 ½%).

In addition, fuel prices are based on current market prices, both on and off road fuel as well as gasoline and should these prices increase more than ten percent, we reserve the right to increase our prices

Accepted _____
Customer Initials



Barnhill Contracting Company