



858

Town of Nags Head

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Nags Head, North Carolina 27959
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NORTH CAROLINA
DARE COUNTY

SERVICE CONTRACT
PURCHASE ORDER # 20100913

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

R.P.
(CONTRACTOR initials)

THIS CONTRACT is made and entered into this the 15th day of January 2010, 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 RPC Contracting, Inc., P. O. Box 333, 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 all materials and labor to construct a Two thousand eight hundred foot (2,800') long, ten-foot wide Multi-use (pedestrian and self-propelled conveyances) path on the west side of the US 158 Bypass (S. Croatan Highway) extending from the south side of W. Oak Knoll Drive to north side of the existing asphalt pavement section at Barnes Street; in accordance with plans and specifications entitled "Town of Nags Head W. Side Multi-Use Path Plans Phase 3 – West Oak Knoll Drive to Barnes Street", as prepared by Bissell Professional Group, and dated August 11, 2009.

Total contract price is \$ 269,452.00 (Two Hundred Sixty Nine Thousand Four Hundred Fifty Two dollars and no cents). Price is in accordance with CONTRACTOR's bid, dated December 7, 2009 (copy attached).

It is mutually agreed by and between the TOWN and CONTRACTOR that construction under this contract will commence no later than February 18, 2010 and the contract completion date shall be June 18, 2010 with time being of the essence. If CONTRACTOR fails to complete work under this contract by June 18, 2010, 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 \$ 500.00 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 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 the construction of a 10-foot wide, 2,800 foot long concrete, multi-use (pedestrian and self-propelled conveyance) path along the west side of the U S 158 Bypass (S. Croatan Highway) in the northern part of the TOWN, from West Oak Knoll Drive south to West Barnes Street. Included are all necessary erosion control measures, drainage facilities and wooden retaining wall sections.

3. TERM OF CONTRACT

The term of this CONTRACT for SERVICES is from February 10, 2010 to June 30, 2010. 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.

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. The project, as bid, will be paid on a unit price basis. Invoices will be prepared on the basis of units actually constructed, removed, graded, relocated, etc. No work in excess of those quantities listed on the bid form (attached) will be undertaken without authorization of the TOWN's Project Manager.

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 by 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.

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:

Michelle G. [Signature]



TOWN OF NAGS HEAD

By: [Signature]

Title: Town Manager

Date: 2-17-10

[Signature]
Corporate Seal:

CONTRACTOR
By: [Signature]

Printed Name: ROBERTO D. PARKER

Title: PRESIDENT

Date: 2/15/10

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

[Signature]
Finance Officer

APPROVED AS TO FORM AND LEGAL SUFFICIENCY.

[Signature]
TOWN ATTORNEY

PERFORMANCE BOND

This Bond is executed on February 12, 2010, ~~2009~~

The name of the PRINCIPAL is R.P.C. Contracting Inc. (1)

a Corporation (2)

The name of the SURETY is Travelers Casualty & Surety

Company of America

THE TOWN OF NAGS HEAD, NORTH CAROLINA is the CONTRACTING BODY.

The amount of the Bond is Two hundred sixty nine thousand,

four hundred fifty two & 00/100-- Dollars (\$ 269,452.00)

KNOW ALL MEN BY THESE PRESENTS, that we, the PRINCIPAL and SURETY above named, are held and firmly bound unto the above named CONTRACTING BODY, hereinafter called the "Contracting Body", in the penal sum of the amount stated above in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas, the Principal entered into a certain Agreement with the Contracting Body, dated the 15th day of January 2010, ~~2009~~ for work described by Plans and Specifications prepared by BISSELL PROFESSIONAL GROUP, herein called and referred to as the "Engineers", a copy of said Agreement is hereto attached and made a part hereof for the construction of:

**WEST SIDE MULTI-USE PATH - PHASE III
TOWN OF NAGS HEAD**

Project No. 3740

NOW THEREFORE, if the Principal shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of said Agreement during the original term of said Agreement and any extensions thereof that may be granted by the Contracting Body, with or without notice to the Surety, and during the life of any guaranty required under the Agreement, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of said Agreement that may hereafter be made, notice of which modifications to the SURETY being hereby waived, then, this obligation is to be void; otherwise it shall remain in full force and virtue.

PAYMENT BOND

This Bond is executed on February 12, 2010, ~~2009~~.

The name of the PRINCIPAL is R.P.C. Contracting Inc. (1)

a Corporation (2)

The name of the SURETY is Travelers Casualty & Surety

Company of America

THE TOWN OF NAGS HEAD, NORTH CAROLINA is the CONTRACTING BODY.

The amount of the Bond is Two hundred sixty nine thousand, four hundred

fifty two & 00/100--- (Dollars) (\$ 269,452.00)

KNOW ALL MEN BY THESE PRESENTS, that we, the PRINCIPAL and SURETY above named, are held and firmly bound unto the above named CONTRACTING BODY, hereinafter called the "Contracting Body", in the penal sum of the amount stated above in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas, the Principal entered into a certain Agreement with the Contracting Body, dated the 15th day of January 2010, ~~2009~~ for work described by Plans and Specifications prepared by BISSELL PROFESSIONAL GROUP herein called and referred to as the "Engineers", a copy of said Agreement is hereto attached and made a part hereof for the construction of:

**WEST SIDE MULTI-USE PATH - PHASE III
TOWN OF NAGS HEAD**

Project No. 3740

NOW THEREFORE, if the Principal shall promptly make payment to all persons supplying labor and material in the prosecution of the work provided for in said Agreement, and any and all duly authorized modifications of said Agreement that may hereafter be made, notice of which modifications to the SURETY being hereby waived, then this obligation is to be void; otherwise it shall remain in full force and virtue.

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under their several seals on the date indicated above, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

ATTEST:

M. P. A.
(Principal) Secretary

(SEAL)

[Signature]
Witness as to Principal

PO Box 333 Kitty Hawk, NC 27949
(Address)

R.P.C Contracting Inc.
(Principal)
BY: [Signature] (3)
PO Box 333 Kitty Hawk, NC 27949
(Address)

Travelers Casualty & Surety Company of America
Surety

BY: Shelly R. McDaniels (4)
(Name)

Hartford, CT
(Address)

800-842-6761
(Phone Number)

ATTEST:

Shelly R. McDaniels
[NC Resident Agent]

(SEAL)

Pamela O. Dockendorf
Witness as to Surety

PO Box 2589 Elizabeth City, NC 27906
(Address)

NOTE: Date of Bond must not be prior to date of Agreement.

- (1) Insert the correct name of the Contractor.
- (2) Insert whether the Contractor is a corporation, a partnership, a limited liability company or an individual.
- (3) If Contractor is a partnership, all general partners should execute the Bond. If Contractor is a limited liability company, all managers (or all members, if the company is member-managed) should execute the Bond.
- (4) Provide contact name, address and phone number for payment bond surety.

BID FORM COVER SHEET

**WEST SIDE MULTI-USE PATH - PHASE III
TOWN OF NAGS HEAD**

NAGS HEAD, DARE COUNTY, NORTH CAROLINA

Contractor: R.P.C. CONTRACTING, INC.

License Number: 34430

**BISSELL PROFESSIONAL GROUP
3512 North Croatan Highway
PO Box 1068
Kitty Hawk, NC 27949**

PROJECT NUMBER 3740

Novemeber, 2009

BID FORM

Date: 12/7/09

The undersigned hereby signifies that it is his intention and purpose to enter into a contract to furnish labor, materials, equipment apparatus, etc. required and to do all work necessary for the WEST SIDE MULTI-USE PATH - PHASE III, TOWN OF NAGS HEAD, Nags Head, Dare County, in accordance with the terms of the Invitation to Bid, Instructions to Bidders, the Standard General Conditions, the Supplementary Conditions, the Addenda, the Specifications, the following form of Contract, this Bid and the Plans. The Bid shall be an integral part of the contract documents and, pursuant with the requirements of the Invitation to Bid, and Instructions to Bidders there is deposited herewith a (~~certified check~~) (bid bond) in the amount of

thirteen thousand four hundred seventy-two and ^{sixty}/₁₀₀
Dollars (\$ 13,472.60)

payable to the Town of Nags Head, the same to be refunded to the undersigned under the conditions and in compliance with the terms of this Bid, which are as follows:

(Note: The Bid Bond amount shall be equal to but not less than 5% of the bid amount):

THAT: The undersigned carefully examined the Invitation to Bid, the Instructions to Bidders, the Standard General Conditions, the Supplementary Conditions, the Addenda, the Specifications, the Plans, this Bid and the Contract and fully understands them.

THAT: The undersigned carefully examined the site or sites of the project or projects and is familiar with the conditions under which the work, or any part of it, is to be done and the conditions which must be fulfilled in furnishing and/or erection or construction of any or all items of the project, and the furnishing only of any materials, equipment or apparatus specified in connection therewith.

THAT: The undersigned will provide all necessary tools, machinery, apparatus, and all means necessary to do all the work and will furnish all materials, equipment, apparatus, and all else necessary to complete such contract as may be entered into, in the manner prescribed in the Contract and Specifications and according to the Plans and requirements under them of the Engineer, in a first class manner.

THAT: It is the intention of the Town of Nags Head, subject to the conditions set forth, to award contracts for the project on the basis of bids received at this letting and in such manner as they may decide on being in the best interest of The Town of Nags Head.

THAT: Should this Bid not be accepted by the Town of Nags Head, the amount of the ~~(certified check)~~ (bid bond), in the amount of deposited herewith will be returned to the undersigned. Bid bonds will not be returned except on request of the bidder.

THAT: Should this Bid be accepted by the Town of Nags Head, and the undersigned fail or neglect to execute such proposed contract, and to furnish the required bond within ten (10) days after receiving notification from the Town of Nags Head that such Bid Form was accepted, the above amount of thirteen thousand four hundred seventy two and ⁸⁰/₁₀₀ Dollars (\$ 13,472.60) deposited herewith shall be retained as liquidated damages. Town of Nags Head reserves the right to extend the time allowed for executing the Contract and furnishing the Bond.

THAT: Town of Nags Head reserves the right to reject any or all Bids.

THAT: On being awarded the Contract, the undersigned will execute a Contract or Performance Bond, satisfactory to the Town of Nags Head, on the form included hereinafter, equal to one hundred percent (100%) of the contract price, as surety for the faithful performance of the contract.

THAT: A Bid made by a corporation must be signed by its proper officers in a legal manner and its official address stated therein.

THAT: A Bid made by a firm shall be signed with the name of each member of said firm and the firm name added, with the official address of said firm.

THAT: The undersigned will complete such contracts as it is hereby proposed to enter into within the time stated herein.

THAT: The undersigned proposes to enter into a contract in accordance with the Invitation to Bid, the Instructions to Bidders, the Standard General Conditions, the Supplementary Conditions, the Addenda, the Specifications, the Plans, this Bid, and the Contract for the Town of Nags Head for the following price or prices:

ITEM 1. WEST SIDE MULTI-USE PATH - PHASE III

For furnishing all materials, labor, equipment, supervision, and all else necessary to construct and place into satisfactory operation the West Side Multi-Use Path - Phase III, Town of Nags Head, including grading, excavation, all structures, piping, equipment and all other items shown on the Contract Drawings and called for in the Specifications, for the following schedule of values:

ITEM

Bid Proposal for
 West Side Multi-Use Path - Phase III
 Town of Nags Head
 November 2009

Contractor:

R.P.C. CONTRACTING, Inc.

ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
SITE PREPARATION					
1	Mobilization and Set Up	1	LS	\$ 8,800. ⁰⁰	\$ 8,800. ⁰⁰
2	Clearing and Grubbing within the limits of disturbance as described on the construction plans and per section 02102	1.0	AC	\$ 1,000. ⁰⁰	\$ 1,000. ⁰⁰
3	Common Excavation as per section 02214	77	CY	\$ 8. ⁰⁰	\$ 616. ⁰⁰
4	Select Fill, (furnished, placed and compacted) as per section	1790	CY	\$ 14.25	\$ 25,507. ⁵⁰
MULTI-USE PATH PREPARATION					
5	Removal and disposal of existing concrete curb at locations as described on plans & per Section 02601	120	LF	\$ 5. ⁰⁰	\$ 600. ⁰⁰
6	Removal and disposal of existing asphalt pavement at locations as described on plans & per Section 02601	726	SY	\$ 28. ⁵⁰	\$ 20,691. ⁰⁰
7	30" Concrete Curb & Gutter as per NCDOT Detail 846.01 and sheet 13	2556	LF	\$ 17. ⁵⁰	\$ 44,730. ⁰⁰
8	6" Wheelchair Ramp, complete cast-in-place as per NCDOT Detail 848.05 and sheet 13	2	EA	\$ 1,080. ⁰⁰	\$ 2,160. ⁰⁰
9	Dome Alert matting (entire ramp width) at Wheelchair Ramp as per NCDOT Detail 848.05 and sheet 13	6	EA	\$ 530. ⁰⁰	\$ 3,180. ⁰⁰
10	Brick Catch Basin as per NCDOT detail 840.01 and NCDOT detail 840.03 (frame, grate & hood) and sheet 13	21	EA	\$ 1,000. ⁰⁰	\$ 21,000. ⁰⁰
11	Brick Drop Inlet as per NCDOT detail 840.15 and NCDOT detail 840.16 (frame & grate) and sheet 13	6	EA	\$ 1,000. ⁰⁰	\$ 6,000. ⁰⁰
12	Precast Concrete manhole with frame & cover as per sheet 13	1	EA	\$ 900. ⁰⁰	\$ 900. ⁰⁰
13	15" HDPE Double Wall Culvert Pipe in accordance with AASHTO M294 Type "S" with bedding support and FES	550	LF	\$ 23. ⁹⁰	\$ 13,145. ⁰⁰
14	24" HDPE Double Wall Culvert Pipe in accordance with AASHTO M294 Type "S" with bedding support and FES	435	LF	\$ 32. ⁹⁰	\$ 14,311. ⁵⁰
15	24" high wood guard rail in accordance with section 02708 and detail on sheet 14	675	LF	\$ 10. ⁰⁰	\$ 6,750. ⁰⁰
16	4" thick by 10' wide reinforced concrete path in accordance with Section 03010 and detail shown on sheet 13	2890	SY	\$ 25. ⁰⁰	\$ 72,250. ⁰⁰
17	8" thick solid white thermoplastic striping (90 mil) in accordance with detail on sheet 14	1425	LF	\$ 2. ⁵²	\$ 3,591. ⁰⁰
18	Existing Traffic Sign relocation as denoted on the construction plans	5	EA	\$ 40. ⁰⁰	\$ 200. ⁰⁰
19	Traffic Control Measures in accordance with NCDOT procedures	1	LS	\$ 5,350. ⁰⁰	\$ 5,350. ⁰⁰
EROSION CONTROL MEASURES					
20	Rock Check dam as per detail on sheet 14	4	EA	\$ 350. ⁰⁰	\$ 1,400. ⁰⁰
21	Silt Fencing as per Section 02273 and detail on sheet 14	2665	LF	\$ 2. ⁰⁰	\$ 5,330. ⁰⁰
22	Permanent Grass Seeding and mulching as per section 02930 and per NCDOT right-of-way encroachment	4600	SY	\$ 0. ⁵⁰	\$ 2,300. ⁰⁰

TOTAL COST

\$ 259,812.⁰⁰

Bid Proposal for
West Side Multi-Use Path - Phase III
Town of Nags Head
November 2009

Contractor: R.P.C. CONTRACTING INC.

ADDITIVE ALTERNATIVES				
1A	Construction Record Survey	1	Lump Sum	\$ 5,340. ⁰⁰
2A	Backfill Material Testing	1	Lump Sum	\$ 510. ⁰⁰
3A	Concrete Material Testing	1	Lump Sum	\$ 3,290. ⁰⁰
4A	Traffic Control Plan	1	Lump Sum	\$ 500. ⁰⁰

Job: Nags Head West Side Multi-Use Path - Phase 3
 Bid Date: 2/5/2010 - Revised per DWQ Requirements

BID FORM

ORIGINAL

ITEM	DESCRIPTION	QNTY	UNITS	UNIT PRICE	PRICE	QNTY	UNITS	UNIT PRICE	PRICE
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Site Preparation

1	Mobilization	1	LS	\$ 9,000.00	\$ 9,000.00	1	LS	\$ 8,800.00	\$ 8,800.00
2	Clearing & Grubbing	1	AC	\$ 1,000.00	\$ 1,000.00	1	AC	\$ 1,000.00	\$ 1,000.00
3	Common Excavation	77	CY	\$ 8.00	\$ 616.00	77	CY	\$ 8.00	\$ 616.00
4	Select Fill	1790	CY	\$ 14.25	\$ 25,507.50	1790	CY	\$ 14.25	\$ 25,507.50

Multi-use Path Preparation

5	Remove & Dispose of existing Curb	120	LF	\$ 5.00	\$ 600.00	120	LF	\$ 5.00	\$ 600.00
6	Remove & Dispose of existing Asphalt Pavement	726	SY	\$ 28.50	\$ 20,691.00	726	SY	\$ 28.50	\$ 20,691.00
7	30" Curb & Gutter	2556	LF	\$ 17.50	\$ 44,730.00	2556	LF	\$ 17.50	\$ 44,730.00
8	6" Wheelchair Ramp	2	EA	\$ 1,080.00	\$ 2,160.00	2	EA	\$ 1,080.00	\$ 2,160.00
9	Detectable Dome Mats for Wheelchair Ramps	6	EA	\$ 530.00	\$ 3,180.00	6	EA	\$ 530.00	\$ 3,180.00
10	Brick Catch Basin	21	EA	\$ 1,000.00	\$ 21,000.00	21	EA	\$ 1,000.00	\$ 21,000.00
11	Brick Drop Inlet	6	EA	\$ 1,000.00	\$ 6,000.00	6	EA	\$ 1,000.00	\$ 6,000.00
12	Precast Concrete Manhole	1	EA	\$ 900.00	\$ 900.00	1	EA	\$ 900.00	\$ 900.00
13	15" HDPE Pipe	0	LF	\$ -	\$ -	550	LF	\$ 23.90	\$ 13,145.00
13 Rev	15" HDPE Perforated Pipe with Rip Rap Outfall	550	LF	\$ 27.00	\$ 14,850.00	0	LF	\$ 32.90	\$ -
14	24" HDPE Pipe	0	LF	\$ -	\$ -	435	LF	\$ -	\$ -
14 Rev	24" HDPE Perforated Pipe with Rip Rap Outfall	413	LF	\$ 35.90	\$ 14,826.70	0	LF	\$ -	\$ -
15	24" Wood Guardrail	675	LF	\$ 10.00	\$ 6,750.00	675	LF	\$ 10.00	\$ 6,750.00
16	4"x10" Reinforced Concrete Path	2890	SY	\$ 25.00	\$ 72,250.00	2890	SY	\$ 25.00	\$ 72,250.00
17	8" Thermoplastic Striping	1425	LF	\$ 2.52	\$ 3,591.00	1425	LF	\$ 2.52	\$ 3,591.00
18	Sign Relocation (Traffic Signs)	5	EA	\$ 40.00	\$ 200.00	5	EA	\$ 40.00	\$ 200.00
19	Traffic Control	1	LS	\$ 5,350.00	\$ 5,350.00	1	LS	\$ 5,350.00	\$ 5,350.00

Erosion Control Measures

20	Rock Check Dam	19	EA	\$ 350.00	\$ 6,650.00	4	EA	\$ 350.00	\$ 1,400.00
20 Add	Rip Rap Weir	1	EA	\$ 490.00	\$ 490.00	0	EA	\$ -	\$ -
21	Silt Fence	2665	LF	\$ 2.00	\$ 5,330.00	2665	LF	\$ 2.00	\$ 5,330.00
22	Seeding	4600	SY	\$ 0.50	\$ 2,300.00	4600	SY	\$ 0.50	\$ 2,300.00

JOB TOTAL:

\$ 267,972.20

\$ 259,812.00

Additive Alternates

14	Construction Record Survey (as-built)	1	LS	\$ 5,340.00	\$ 5,340.00	1	LS	\$ 5,340.00	\$ 5,340.00
14	Backfill Material Testing	1	LS	\$ 510.00	\$ 510.00	1	LS	\$ 510.00	\$ 510.00
14	Concrete Material Testing	1	LS	\$ 3,290.00	\$ 3,290.00	1	LS	\$ 3,290.00	\$ 3,290.00
14	Traffic Control Plan	1	LS	\$ 500.00	\$ 500.00	1	LS	\$ 500.00	\$ 500.00

Alternates Total:

\$ 9,640.00

\$ 9,640.00

\$ 277,612.20

\$ 269,452.00

**TOTAL BASE BID FOR CONTRACT #1 WEST SIDE MULTI-USE PATH -
PHASE III:**

two hundred fifty nine thousand eight hundred twelve Dollars (\$ 259,812.⁰⁰)

We agree to begin work on a starting date (Notice to Proceed) to be set by the Engineer, after contract award has been made and to complete all work within the following time periods after Notice to Proceed:

Substantial Completion	<u>100</u> Calendar Days
Final Completion	<u>120</u> Calendar Days

It is further agreed that, if the Contractor fails to complete the work within the Contract Time stated above, the Town of Nags Head shall deduct as liquidated damages as set forth in the Supplementary Conditions the following amounts for each and every calendar day completion is delayed in excess of the contract times set forth above.

After the date of Substantial Completion	\$ <u>500</u> Per Day
After the date of Final Completion	\$ <u>500</u> Per Day

A (certified check) (bid bond) in the amount of five percent (5%) of the bid for the larger contract value is hereto attached.

ACKNOWLEDGMENT OF RECEIPT OF ADDENDUM

<u>Addendum No.</u>	<u>Date Received</u>	<u>Signature</u>
1	11/25/09	
2	11/27/09	

Respectfully submitted this 7th day of DECEMBER, 2009.

License Number 34430.

FIRM _____

BY _____
(Signature)

PRINT OR TYPE

TITLE _____

ADDRESS _____

PHONE NO. _____

OR

CORPORATION _____

R.P.C. CONTRACTING, INC.

BY [Signature]
(Signature)

PRINT OR TYPE

TITLE PRESIDENT

STATE NORTH CAROLINA

PRESIDENT ROBERT D. PARKER

SECRETARY MONICA P. PARKER

TREASURER MONICA P. PARKER

ADDRESS PO Box 333

Kitty Hawk NC 27949

PHONE NO. 252-261-3336

Attach to Bid
State of North Carolina AFFIDAVIT A - Listing of Good Faith Efforts

County of DARE

Affidavit of R.P.C. CONTRACTING INC. (Name of Bidder)

I have made a good faith effort to comply under the following areas checked:

Bidders must earn at least 50 points from the good faith efforts listed for their bid to be considered responsive. (1 NC Administrative Code 30 I.0101)

- 1 - (10 pts) Contacted minority businesses that reasonably could have been expected to submit a quote and that were known to the contractor, or available on State or local government maintained lists, at least 10 days before the bid date and notified them of the nature and scope of the work to be performed.
- 2 - (10 pts) Made the construction plans, specifications and requirements available for review by prospective minority businesses, or providing these documents to them at least 10 days before the bids are due.
- 3 - (15 pts) Broken down or combined elements of work into economically feasible units to facilitate minority participation.
- 4 - (10 pts) Worked with minority trade, community, or contractor organizations identified by the Office of Historically Underutilized Businesses and included in the bid documents that provide assistance in recruitment of minority businesses.
- 5 - (10 pts) Attended prebid meetings scheduled by the public owner.
- 6 - (20 pts) Provided assistance in getting required bonding or insurance or provided alternatives to bonding or insurance for subcontractors.
- 7 - (15 pts) Negotiated in good faith with interested minority businesses and did not reject them as unqualified without sound reasons based on their capabilities. Any rejection of a minority business based on lack of qualification should have the reasons documented in writing.
- 8 - (25 pts) Provided assistance to an otherwise qualified minority business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assisted minority businesses in obtaining the same unit pricing with the bidder's suppliers in order to help minority businesses in establishing credit.
- 9 - (20 pts) Negotiated joint venture and partnership arrangements with minority businesses in order to increase opportunities for minority business participation on a public construction or repair project when possible.
- 10 - (20 pts) Provided quick pay agreements and policies to enable minority contractors and suppliers to meet cash-flow demands.

The undersigned, if apparent low bidder, will enter into a formal agreement with the firms listed in the Identification of Minority Business Participation schedule conditional upon scope of contract to be executed with the Owner. Substitution of contractors must be in accordance with GS143-128.2(d) Failure to abide by this statutory provision will constitute a breach of the contract.

The undersigned hereby certifies that he or she has read the terms of the minority business commitment and is authorized to bind the bidder to the commitment herein set forth.

Date: 12/7/09 Name of Authorized Officer: ROBERT D. PARKER
Signature: [Signature]
Title: PRESIDENT



State of North Carolina, County of Dare
Subscribed and sworn to before me this 7th day of December 2009
Notary Public Angela D Mahaffey
My commission expires 07/15/2011

BID BOND

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
Hartford, Connecticut 06183

KNOW ALL MEN BY THESE PRESENTS, that we R.P.C. Contracting Inc.

as Principal, hereinafter called the Principal, and Travelers Casualty and Surety Company of America

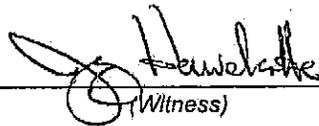
a corporation duly organized under the laws of the State of Connecticut
as Surety, hereinafter called the Surety, are held and firmly bound unto Town of Nags Head

as Obligee, hereinafter called the Obligee, in the sum of 5% of Bid Amount Dollars (\$5% of Bid Amount), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

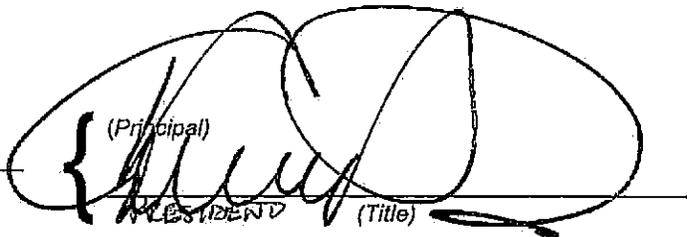
WHEREAS, the Principal has submitted a bid for West Side Multi-Use Path, Phase III

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

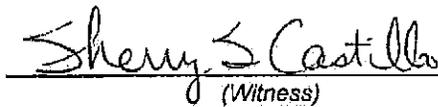
Signed and sealed this 11th day of November, 2009.



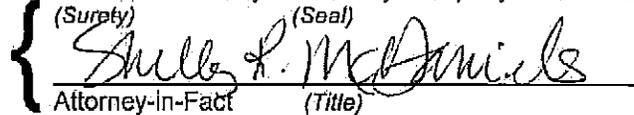
(Witness)



(Principal)
RESIDENT (Title)



(Witness)

Travelers Casualty and Surety Company of America
(Surety) (Seal)


Attorney-in-Fact (Title)



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
Seaboard Surety Company
St. Paul Fire and Marine Insurance Company

St. Paul Guardian Insurance Company
St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 219841

Certificate No. 002304297

KNOW ALL MEN BY THESE PRESENTS: That Seaboard Surety Company is a corporation duly organized under the laws of the State of New York, that St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc. is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Sherry S. Dowd, Suzette C. Ward, Shelly R. McDaniels, and Sherry Castillo

of the City of Elizabeth City, State of North Carolina, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 2nd day of April 2008

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
Seaboard Surety Company
St. Paul Fire and Marine Insurance Company

St. Paul Guardian Insurance Company
St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss,

By: [Signature]
George W. Thompson, Senior Vice President

On this the 2nd day of April 2008, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal. My Commission expires the 30th day of June, 2011.



[Signature]
Marie C. Tetreault, Notary Public

Canceled \$ 0.00
Allocated Open Encumbrance \$77,501.00

Line 002 Commodity
Req 479 Qty 1.0 UOM Each Unit Price 86321.62000
% Disc 0.00 Credit 0.00 Freight 0.00

		Line Item Total	\$86,321.62
Qty Received	0.0	Liquidated	\$ 0.00
Qty Canceled	0.0	Canceled	\$ 0.00
		Line Item Open Encumbrance	\$86,321.62

Description
POWELL BILL PORTION OF PHASE III PATH
EXTENSION PROJECT

Department 500 1099 Box Fixed Asset N Needed By
Quote Bid
Ship To Address 21 PUBLIC WORKS % KAREN COSTELLO
2200 LARK AVE
NAGS HEAD, NC 27959

Ship To Reference

Allocation Details

Org	Obj	Proj	Description	Encumbered Amt	Bud
570	577300		CAPITAL OUTLAY OTH	\$86,321.62	U
				Liquidated	\$ 0.00
				Canceled	\$ 0.00
				Allocated Open Encumbrance	\$86,321.62

Line 003 Commodity
Req 479 Qty 1.0 UOM Each Unit Price 105629.38000
% Disc 0.00 Credit 0.00 Freight 0.00

		Line Item Total	\$105,629.38
Qty Received	0.0	Liquidated	\$ 0.00
Qty Canceled	0.0	Canceled	\$ 0.00
		Line Item Open Encumbrance	\$105,629.38

Description
STORM WATER PORTION OF PHASE III PATH
EXTENSION PROJECT

Department 500 1099 Box Fixed Asset N Needed By
Quote Bid
Ship To Address 21 PUBLIC WORKS % KAREN COSTELLO
2200 LARK AVE
NAGS HEAD, NC 27959

Ship To Reference

Allocation Details

Org	Obj	Proj	Description	Encumbered Amt	Bud
620	544500		CONTRACTED SERVICE	\$105,629.38	U
				Liquidated	\$ 0.00

02/16/2010 11:10
costellk

TOWN OF NAGS HEAD
PO INQUIRY PROFILE REPORT

PG 3
poinquiry

	Canceled	\$ 0.00
-----	Allocated Open Encumbrance	\$105,629.38

** END OF REPORT - Generated by Karen Costello **

858



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

Westside MUP Phase III Project

Contract Change Order Number 1

Dated March 3, 2010

NORTH CAROLINA
DARE COUNTY

SERVICE CONTRACT
PURCHASE ORDER # 201000513

THIS CONTRACT CHANGE ORDER is made and entered into this the 26th day of February 2010, 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 RPC Contracting, Inc., P.O. Box 333, Kitty Hawk, NC 27949 (hereinafter referred to as "CONTRACTOR"), party of the second part.

1. CHANGES TO SERVICES TO BE PROVIDED/ AND AGREED/ COMPLETION TIME

This change order involves the deletion of all four (4) Additive Alternatives, per the CONTRACTOR's bid dated December 7, 2009.

Original Contract price:	\$269,452.00
Amount subtracted by this Change Order:	<u>\$ 9,640.00</u>
Revised Total Contract amount:	\$259,812.00

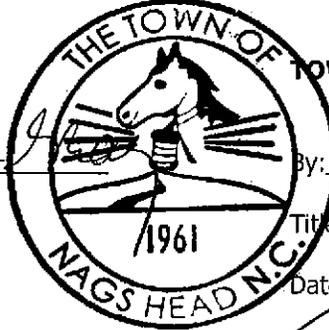
This Change Order involves no change to the contract completion date of June 18, 2010.

2. SIGNATURES

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

Witnessed or Attested By:

Miranda B. [Signature]



TOWN OF NAGS HEAD

By: [Signature]

Title: Town Manager

Date: 3-3-10

[Signature]

[Signature]

CONTRACTOR

By: [Signature]

Title: PRESIDENT

Date: 3/1/10

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

[Signature]
Finance Officer

This change order is contingent upon Board approval.

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Town of Nags Head
Post Office Box 99
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Fax 252-441-0776
www.townofnagshead.net

Westside MUP Phase III Project

Contract Change Order Number 2

Dated March 3, 2010

NORTH CAROLINA
DARE COUNTY

SERVICE CONTRACT
PURCHASE ORDER # 20100513

THIS CONTRACT CHANGE ORDER is made and entered into this the 26th day of February 2010, 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 RPC Contracting, Inc., P.O. Box 333, Kitty Hawk, NC 27949 (hereinafter referred to as "CONTRACTOR"), party of the second part.

1. **CHANGES TO SERVICES TO BE PROVIDED/ AND AGREED/ COMPLETION TIME**

This change order involves additional stormwater requirements of NC-DENR DWQ, per the CONTRACTOR's bid dated February 2, 2010.

Original Contract price:	\$269,452.00
Revised total before this change order (CO No.1)	\$259,812.00
Amount added by this Change Order:	<u>\$ 8,160.20</u>
Revised Total Contract amount:	\$267,972.20

The Division of Water Quality of NC-DENR required perforated 15-inch pipe, at \$27.00 per foot (vs. \$23.90 per foot for non-perforated pipe), 24-inch perforated pipe, at \$35.90 per foot (vs. \$32.90 for non-perforated pipe), nineteen rock check dams (as opposed to the 4 originally required) and a new rip rap weir.

This Change Order involves no change to the contract completion date of June 18, 2010.

2. SIGNATURES

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

Witnessed or Attested By:

Yvonne H. [Signature]



TOWN OF NAGS HEAD

By: [Signature]

Title: 3-3-10

Date: Town Manager

[Signature]

[Signature]

CONTRACTOR

By: [Signature]

Title: PRESIDENT

Date: 3/1/10

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

[Signature]
Finance Officer

This change order is contingent upon Board approval.

858



Town of Nags Head

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Westside MUP Phase III Project

Contract Change Order Number 4

Dated April 12, 2010

NORTH CAROLINA
DARE COUNTY

SERVICE CONTRACT
PURCHASE ORDER # 201000513

THIS CONTRACT CHANGE ORDER is made and entered into this the 12th day of April 2010, 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 RPC Contracting, Inc., P.O. Box 333, Kitty Hawk, NC 27949 (hereinafter referred to as "CONTRACTOR"), party of the second part.

1. **CHANGES TO SERVICES TO BE PROVIDED/ AND AGREED/ COMPLETION TIME**

This change order involves the Addition of 10 ft. of 15" HDPE Pipe to existing DE #5.

Original Contract price:	\$269,452.00
Revised total (CO No.1)	\$259,812.00
Revised total (CO No.2)	\$267,972.20
Revised total (CO No.3)	\$268,940.00
Amount added by this CO (No.4)	\$402.50
Revised Total Contract amount:	\$269,342.50

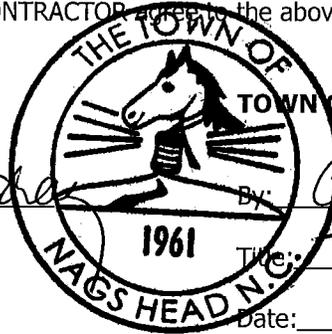
This Change Order involves no change to the contract completion date of June 18, 2010.

R.D.

2. SIGNATURES

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

Witnessed or Attested By:



Maureen A. DeLoach BY: [Signature]
TITLE: TOWN MANAGER
Date: 4/12/10

[Signature]

CONTRACTOR
By: [Signature]
Title: PRESIDENT
Date: 4/9/10

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

[Signature]
Finance Officer

CHANGE ORDER

RPC Contracting, Inc
PO Box 333
Kitty Hawk, NC 27949

Date: 4/7/10
Number: 4 Rev

To: Town of Nags Head
PO Box 99
Nags Head, NC 27959

Job Name: NH Westside Path, Phase 3
Job Number: 2010001

We hereby agree to make the changes specified below:

1. Add 10 lf. 15" HDPE Pipe (materials by Owner) to existing DI #5 (see attached breakdown)
Price does not include Rip Rap or Flared End Section for 12" pipe

Materials	\$ 0.00
Labor & Equipment	<u>\$ 350.00</u>
Subtotal	\$ 350.00
15% Markup	<u>\$ 52.50</u>
Total	\$ 402.50

Note: This Change Order becomes part of and in conformance with the existing contract and impacts the substantial completion of the job by 0 days.

WE HEREBY agree to make the changes specified above at this price

CHANGE ORDER:	\$ 402.50
PREVIOUS BASE BID AMOUNT:	<u>\$ 268,940.00</u>
REVISED CONTRACT TOTAL:	\$ 269,342.50


 AUTHORIZED SIGNATURE (CONTRACTOR)

ACCEPTED: The above prices and specifications of this Change Order are satisfactory and are hereby accepted. All work to be performed under same terms and conditions as specified in original contract unless otherwise stipulated.

Date of Acceptance _____

Signature _____
Town of Nags Head



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Town of Nags Head

Post Office Box 99
Nags Head, North Carolina 27959
Telephone 252-441-5508
Fax 252-441-0776
www.townofnagshead.net

Westside MUP Phase III Project

Contract Change Order Number 3

Dated March 16, 2010

NORTH CAROLINA
DARE COUNTY

SERVICE CONTRACT
PURCHASE ORDER # 201000513

THIS CONTRACT CHANGE ORDER is made and entered into this the 16th day of March 2010, 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 RPC Contracting, Inc., P.O. Box 333, Kitty Hawk, NC 27949 (hereinafter referred to as "CONTRACTOR"), party of the second part.

1. **CHANGES TO SERVICES TO BE PROVIDED/ AND AGREED/ COMPLETION TIME**

This change order involves the Addition of a 24"X18" HDPE Tee, 18" Elbow & Fittings, per the CONTRACTOR's Proposal dated March 2, 2010. This was due to the County Water Main located in a different place than where it was flagged; it was in close proximity to a manhole, this change adjusts pipes to align w/ the manhole.

Original Contract price:	\$269,452.00
Revised total (CO No.1)	\$259,812.00
Revised total (CO No.2)	\$267,972.20
Amount added by this CO (No.3)	<u>\$967.80</u>
Revised Total Contract amount:	\$268,940.00

This Change Order involves no change to the contract completion date of June 18, 2010.

2. SIGNATURES

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

Witnessed or Attested By:

Michele S. [Signature]



TOWN OF NAGS HEAD

By: *Cuffa*

Title: *Town Manager*

Date: *3-22-10*

[Signature]

CONTRACTOR
By: *[Signature]*

Title: *PRESIDENT*

Date: *3/18/10*

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

[Signature]
Finance Officer

CHANGE ORDER

RPC Contracting, Inc
PO Box 333
Kitty Hawk, NC 27949

Date: 3/2/10
Number: 3

To: Town of Nags Head
PO Box 99
Nags Head, NC 27959

Job Name: NH Westside Path, Phase 3
Job Number: 2010001

We hereby agree to make the changes specified below:

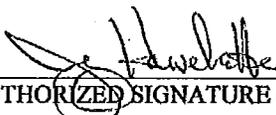
1. Add 24"x18" HDPE Tee, 18" Elbow & Fittings (see attached breakdown)

Materials	\$ 591.60
Labor & Equipment	<u>\$ 250.00</u>
Subtotal	\$ 841.60
15% Markup	<u>\$ 126.20</u>
Total	\$ 967.80

Note: This Change Order becomes part of and in conformance with the existing contract and impacts the substantial completion of the job by 0 days.

WE HEREBY agree to make the changes specified above at this price

CHANGE ORDER:	\$ 967.80
PREVIOUS BASE BID AMOUNT:	<u>\$ 267,972.20</u>
REVISED CONTRACT TOTAL:	\$ 268,940.00



AUTHORIZED SIGNATURE (CONTRACTOR)

ACCEPTED: The above prices and specifications of this Change Order are satisfactory and are hereby accepted. All work to be performed under same terms and conditions as specified in original contract unless otherwise stipulated.

Date of Acceptance _____

Signature _____
Town of Nags Head

CO #3	Add 24" x 18" HDPE Tee & Bands			3/1/2010				
	Description	Qty	Units	Unit Price	Tax	Subtotal	Tax	Total
	Material							
	24" x 18" HDPE Tee	1	EA	\$ 285.66	7.75%	\$ 285.66	\$ 22.14	\$ 307.80
	18" HDPE 22.5 Elbow	1	EA	\$ 92.01	7.75%	\$ 92.01	\$ 7.13	\$ 99.14
	24" HDPE Bands	2	EA	\$ 27.15	7.75%	\$ 54.30	\$ 4.21	\$ 58.51
	18" HDPE Bands	1	EA	\$ 19.25	7.75%	\$ 19.25	\$ 1.49	\$ 20.74
	18" HDPE Repair Coupling	1	EA	\$ 97.83	7.75%	\$ 97.83	\$ 7.58	\$ 105.41
	Material Subtotal					\$ 549.05	\$ 42.55	\$ 591.60
	Labor & Equipment							
	Install 24" x 18" HDPE Tee & Coupling	1	EA	\$ 250.00	0.00%	\$ 250.00	\$ -	\$ 250.00
	Labor & Equipment Subtotal					\$ 250.00	\$ -	\$ 250.00
						Subtotal		\$ 841.60
						Markup	15%	\$ 126.20
						CO #3 Total		\$ 967.80

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Town of Nags Head
Post Office Box 99
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Telephone 252-441-5508
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www.townofnagshead.net

Westside MUP Phase III Project

Contract Change Order Number 2

Dated March 3, 2010

NORTH CAROLINA
DARE COUNTY

SERVICE CONTRACT
PURCHASE ORDER # 20100513

THIS CONTRACT CHANGE ORDER is made and entered into this the 26th day of February 2010, 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 RPC Contracting, Inc., P.O. Box 333, Kitty Hawk, NC 27949 (hereinafter referred to as "CONTRACTOR"), party of the second part.

1. CHANGES TO SERVICES TO BE PROVIDED/ AND AGREED/ COMPLETION TIME

This change order involves additional stormwater requirements of NC-DENR DWQ, per the CONTRACTOR's bid dated February 2, 2010.

Original Contract price:	\$269,452.00
Revised total before this change order (CO No.1)	\$259,812.00
Amount added by this Change Order:	<u>\$ 8,160.20</u>
Revised Total Contract amount:	\$267,972.20

The Division of Water Quality of NC-DENR required perforated 15-inch pipe, at \$27.00 per foot (vs. \$23.90 per foot for non-perforated pipe), 24-inch perforated pipe, at \$35.90 per foot (vs. \$32.90 for non-perforated pipe), nineteen rock check dams (as opposed to the 4 originally required) and a new rip rap weir.

This Change Order involves no change to the contract completion date of June 18, 2010.

858



Town of Nags Head

Post Office Box 99
Nags Head, North Carolina 27959
Telephone 252-441-5508
Fax 252-441-0776
www.townofnagshead.net

Westside MUP Phase III Project

Contract Change Order Number 1

Dated March 3, 2010

NORTH CAROLINA
DARE COUNTY

SERVICE CONTRACT
PURCHASE ORDER # 201000513

THIS CONTRACT CHANGE ORDER is made and entered into this the 26th day of February 2010, 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 RPC Contracting, Inc., P.O. Box 333, Kitty Hawk, NC 27949 (hereinafter referred to as "CONTRACTOR"), party of the second part.

1. **CHANGES TO SERVICES TO BE PROVIDED/ AND AGREED/ COMPLETION TIME**

This change order involves the deletion of all four (4) Additive Alternatives, per the CONTRACTOR's bid dated December 7, 2009.

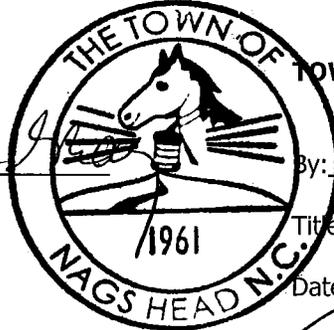
Original Contract price:	\$269,452.00
Amount subtracted by this Change Order:	<u>\$ 9,640.00</u>
Revised Total Contract amount:	\$259,812.00

This Change Order involves no change to the contract completion date of June 18, 2010.

2. SIGNATURES

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

Witnessed or Attested By:



[Handwritten Signature]

TOWN OF NAGS HEAD

By: [Handwritten Signature]

Title: Town Manager

Date: 3-3-10

[Handwritten Signature]

[Handwritten Signature]

CONTRACTOR

By: [Handwritten Signature]

Title: PRESIDENT

Date: 3/1/10

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

[Handwritten Signature]
Finance Officer

This change order is contingent upon Board approval.

8601



Town of Nags Head

Post Office Box 99
Nags Head, North Carolina 27959
Telephone 252-441-5508
Fax 252-441-0776
www.townofnagshead.net

Sand fencing Phase III Project

Contract Change Order Number 1

Dated April 14, 2010

NORTH CAROLINA
DARE COUNTY

SERVICE CONTRACT
PURCHASE ORDER # 20100612

THIS CONTRACT CHANGE ORDER is made and entered into this the 14th day of April 2010, 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 Sanderling Contracting, Inc., 517 Elm Court, Kill Devil Hills, NC 27948 (hereinafter referred to as "CONTRACTOR"), party of the second part.

1. **CHANGES TO SERVICES TO BE PROVIDED/ AND AGREED/ COMPLETION TIME**

This change order involves the Addition of 1680 ft. of Sand fencing.

Original Contract price:	\$24,000.00
Revised total (CO No.1)	\$5,263.00
Revised Total Contract amount:	\$29,263.00

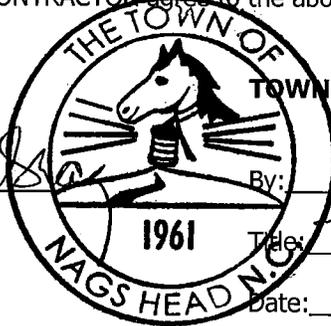
This Change Order involves no change to the contract completion date of May 15, 2010.

2. SIGNATURES

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

Witnessed or Attested By:

Yvonne A. [Signature]
BY: [Signature]
TITLE: TOWN MANAGER
DATE: 4/12/10



Melinda Baldi



CONTRACTOR

By: [Signature]
Title: PRESIDENT
Date: 4/12/10

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

[Signature]
Finance Officer