



857

Town of Nags Head

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

NORTH CAROLINA
DARE COUNTY

SERVICE CONTRACT
PURCHASE ORDER # 20100514

**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 10th 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. SERVICES TO BE PROVIDED AND AGREED CHARGES:

The services and/or material to be furnished under this contract (hereinafter referred to collectively as "SERVICES") and agreed charges are as follows:

To furnish materials and labor to complete The Town of Nags Head Finch St. Roadway and Drainage Improvements Project; in accordance with construction plans and specifications entitled, "Finch Street Roadway & Drainage Improvement Plans, dated 10-9-09, as prepared by Bissell Professional Group (copy attached).

Total contract price is \$44,460.00 (Forty-four thousand four hundred sixty dollars and no cents). Price is in accordance with Contractor's submitted bid, dated November 20, 2009 (copy attached). The work is scheduled to commence on February 15, 2010.

It is mutually agreed by and between the TOWN and CONTRACTOR that the contract completion date shall be May 15, 2010 with time being of the essence. If CONTRACTOR fails to complete work under this contract by May 15, 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 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

This contract pertains to the Widening and Drainage work on E. Finch St. which consists of the following:

- Silt Fence
- Saw Cut & Remove existing Concrete Drives to width of Widening
- Pavement Removal and Replacement for new Culvert & Slotted Drain Pipe
- Install new 15" HDPE Culverts & 2' wide shoulders
- 2" SF 9.5A Asphalt for Widening
- Sweep & Tack existing Asphalt
- 1" SF 9.5A Asphalt Resurfacing
- Remove and Replace existing Curb & Gutter per plans
- 24" Concrete Ribbon for Slotted Drain Pipe
- Seeding & Mulching of Disturbed Areas
- Construction Stakeout

3. TERM OF CONTRACT

The term of this CONTRACT for SERVICES is from February 10, 2010 to May 31, 2010. 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.

4. PAYMENT TO CONTRACTOR

The TOWN agrees to pay at the rates specified for SERVICES satisfactorily performed in accordance with this contract. Unless otherwise specified, the CONTRACTOR shall submit an itemized invoice to the TOWN by the end of the month during which SERVICES are performed. Payment will be processed promptly upon receipt and approval by the TOWN of the invoice.

5. INDEPENDENT CONTRACTOR

Both the TOWN and the CONTRACTOR agree that the CONTRACTOR shall act as an independent contractor and shall not represent itself as an agent or employee of the TOWN for any purpose in the performance of the CONTRACTOR'S duties under this contract. Accordingly, the CONTRACTOR shall be responsible for payment of all Federal, State and local taxes arising out of the CONTRACTOR'S activities in accordance with this contract, including by way of illustration 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

12. SIGNATURES

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

Witnessed or Attested By:

Michelle A. [Signature] By: [Signature]
Title: Town Manager
Date: 2-17-10



[Signature]
Corporate Seal:

CONTRACTOR
By: [Signature]
Printed Name: ROBERT D. PARKER
Title: PRESIDENT
Date: 2/11/10

"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

RPC Contracting, Inc.

November 20, 2009

License # 34430
P.O. Box 333, Kitty Hawk, NC 27949
252-261-3336
Fax: 252-491-2176

Mr. Ralph Barile
Deputy Director of Public Works
Town of Nags Head
PO Box 99
Nags Head, NC 27959

RE: East Finch Street Roadway Improvements, Nags Head

Dear Mr. Barile,

Please find listed below the pricing you requested for widening and resurfacing of East Finch Street in Nags Head. The price is based on the plans dated 10/9/09 by Bissell Professional Group.

Widening, Drainage & Resurfacing

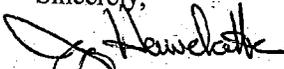
Silt Fence
Saw Cut & Remove existing Concrete Drives to width of Widening
Pavement Removal and Replacement for new Culvert & Slotted Drain Pipe
Install new 15" HDPE Culverts & new Drop Inlets
Install new 12" CAA Slotted Drain Pipe, 12" CAA extensions and Flared End Sections
Channeling & Grading for Widening & Shoulders
Removal & Off Site Disposal of Excavated Material
6" ABC Stone Base for Widening & 2' wide shoulders
2" SF 9.5A Asphalt for Widening
Sweep & Tack existing Asphalt
1" SF 9.5A Asphalt Resurfacing
Remove and Replace existing Curb & Gutter per plans
24" Concrete Ribbon for Slotted Drain Pipe
Seeding & Mulching of Disturbed Areas
Construction Stakeout

Job Total: \$ 44,460.00

These prices do not include any fees; permits; testing; off site fill or topsoil; temporary seeding or sod; removal or relocation of landscaping; concrete driveways; undercutting; electrical work; conduits; waterlines; utility construction; or any work beyond scope listed above.

All prices are valid for acceptance within 30 days from the date of this proposal. Thank you for the opportunity to do this work for you and please feel free to give me a call if you have any questions regarding this information.

Sincerely,



Jay Hawekotte
Estimator

RPC Contracting, Inc.

License # 34430
P.O. Box 333, Kitty Hawk, NC 27949
252-261-3336
Fax: 252-491-2176

Job: E Finch Street Roadway & Drainage Improvements
Owner: Town of Nags Head
Date: 12/28/2009

SCHEDULE OF VALUES

ITEM	DESCRIPTION	VALUE
1	Clearing / Demolition	\$ 7,400.00
2	Excavation & Rough Grading	\$ 4,110.00
3	ABC Stone Base	\$ 4,960.00
4	Asphalt Paving	\$ 12,360.00
5	Curb & Gutter	\$ 1,280.00
6	Turfstone Driveway	\$ 1,500.00
7	Storm Drainage / Culvert	\$ 12,100.00
8	Seeding & Mulching	\$ 750.00
TOTAL:		\$ 44,460.00

- State Aid Streets (570) 3, 4, 6

- Stormwater (620) 5, 7

- Split 50/50 (570/620) 1, 2, 8

PORTER Equipment

porterequipment@cox.net

144 S. Parliament Drive
Virginia Beach, VA 23462
Tel: (757) 456-1175
Fax: (757) 473-3496

1. 7400.00
2. 410.00
8. 750.00
12,260.00 = 6130.00 (570)
6130.00 (620)

5. 1280.00
7. 12,100.00
13,380.00 (620)

3. 4960.00
4. 12,360.00
6. 1500.00
18,820.00 (570)

620 - 6130.00 + 13,380.00 = 19,810.00 - % 44
570 - 6130.00 + 18,820.00 = 24,950.00 - % 56
44460.00

Distributers of: Refuse Containers • Compactors • Recycling Equipment

Purchase Order Type Normal Fiscal Yr 2010 06 PO# 20100514
 Batch 100 PO Date 02/09/2010

Requisition 00000480
 Department Code 500
 Allocation Code 0000
 Review Code
 Buyer ID
 Needed By Date
 General Commodity
 Vendor
 Work Order
 Activity

Public Works Administration
 Vicky Wright

RPC CONTRACTING, INC.

000524
 000000000

P O BOX 333
 KITTY HAWK, NC 27949
 PUBLIC WORKS & KAREN COSTELLO
 2200 LARK AVE
 NAGS HEAD, NC 27959

Ship To Address 21

Ship To Reference
 Shipping Method
 Bill To Address
 PO Description
 Special Handling
 99
 FINCH ST. WIDE AND DRAIN PROJ
 None Status Printed
 Distribution 1

Total PO Amount \$44,460.00
 Liquidated \$ 0.00
 Canceled \$ 0.00
 Open Encumbrance \$44,460.00

Line Item Details

Line 001 Commodity
 Reg 480 Qty 1.0 UOM Each Unit Price 24950.00000
 % Disc 0.00 Credit 0.00 Freight 0.00

Qty Received 0.0
 Qty Canceled 0.0
 Line Item Total \$24,950.00
 Liquidated \$ 0.00
 Canceled \$ 0.00
 Line Item Open Encumbrance \$24,950.00

Description POWELL BILL PORTION OF 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	\$24,950.00	A
			Liquidated	\$ 0.00	
			Canceled	\$ 0.00	

Allocated Open Encumbrance \$24,950.00

Line 002	Commodity	Req	Qty	Unit Price	UOM	Each	Price
		480	1.0				19510.00000
		& Disc	0.00	Credit		0.00	Freight 0.00
Qty Received			0.0				Line Item Total \$19,510.00
Qty Canceled			0.0				Liquidated \$0.00
							Canceled \$0.00
							Line Item Open Encumbrance \$19,510.00

Description
 STORM WATER PORTION OF 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	\$19,510.00	U
				Liquidated	\$0.00	
				Canceled	\$0.00	
				Allocated Open Encumbrance	\$19,510.00	

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