

1057



Robert C. Edwards
Mayor

Susie Walters
Mayor Pro Tem

Cliff Ogburn
Town Manager

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

M. Renée Cahoon
Commissioner

John Ratzenberger
Commissioner

Marvin Demers
Commissioner

NORTH CAROLINA
DARE COUNTY

SERVICE CONTRACT
PURCHASE ORDER # 14-02614

**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 25th day of April 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 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 Grade, Cut roads, resurface, and replace culvert Pipes.

Total contract price is \$ 17,430.00 (Seventeen Thousand Four Hundred Thirty Dollars and no Cents). Price is in accordance with CONTRACTOR's Proposal, dated of April 15, 2014 (copy attached).

It is mutually agreed by and between the TOWN and CONTRACTOR that construction under this contract will commence May 5, 2014. The contract completion date shall be May 23, 2014 with time being of the essence. If CONTRACTOR fails to complete work under this contract by May 23, 2014, 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 \$100.00 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

West Waterside Drive, **Nags Head Pond** Subdivision:

The scope of this work consists of the installation of approximately 40 l.f. of 15" dia. hdpe cross-street culvert pipe with flared end sections, in the proximity of 118 Waterside Lane. Proposed grading activities are planned in conjunction with this work by the development of an adjusted drainage flowline within the existing drainage channel along the Waterside Lane eastern right-of-way margin from this point northward, to the driveway cross culvert pipe located at 117 W. Oak Knoll Dr. The intent of these improvements is to provide drainage relief from an area of localized ponding at 118 Waterside Lane for conveyance downstream to the "Red Drum" Ocean Outfall drainage network.

Total cost \$7,440.00

Bridge Lane, **Nags Head Acres** Subdivision:

The work associated with this project addresses an existing drainage culvert pipe conflict that currently exists with the planned residential development at 407 Bridge Lane. In its current location, the 15" dia cmp cross street drainage pipe alignment is located within the limits of the proposed driveway scheduled to provide a means of access to the single-family development. This drainage pipe is scheduled to be removed, realigned, and replaced with a new 15" dia. hdpe pipe to coincide with the property corners on either end of the installation, eliminating the conflict that currently exists

Total cost \$9,990.00

3. TERM OF CONTRACT

The term of this CONTRACT for SERVICES is from April 25, 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.

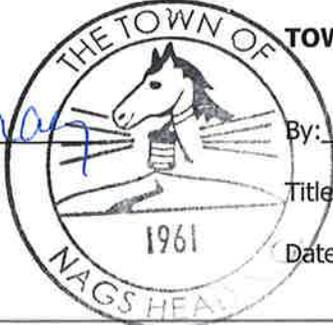
12. CONTRACT DOCUMENTS/AMENDMENTS

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.

13. SIGNATURES

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

Mickelle Hagan
Witnessed or Attested By:

 **TOWN OF NAGS HEAD**
By: C. Cogg
Title: Town Manager
Date: 4/28/14

[Signature]
Witnessed or Attested By:

Corporate Seal:

CONTRACTOR
By: [Signature]
Printed Name: ROBERT D. PARKER
Title: PRESIDENT
Date: 4/28/14

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

[Signature] 4-28-14
Finance Officer

APPROVED AS TO FORM AND LEGAL SUFFICIENCY.
[Signature]
TOWN ATTORNEY



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. 14-02614

SHIP TO

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

VENDOR

Vendor #: RPCC0010

RPC CONTRACTING INC
 P O BOX 333
 KITTY HAWK, NC 27949

ORDER DATE: 04/24/14
 DELIVERY DATE:
 STATE CONTRACT:
 VENDOR ACCT NUM:
 VENDOR PHONE #: (252) 261-3336
 VENDOR FAX #: (252) 491-2176
 REQUISITION #: R1400894

MAIL INVOICE TO:

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

QUANTITY	DESCRIPTION	ACCOUNT NO	UNIT PRICE	TOTAL
1.00	NH Pond Stormwater work	60-620-0-5445-00 CONTRACTED SERVICES	7,440.0000	7,440.00
1.00	NH Acres Stormwater work	60-620-0-5445-00 CONTRACTED SERVICES	9,990.0000	9,990.00
	Please do not fax po.			
			TOTAL	=====
				17,430.00

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.

RPC Contracting, Inc.

License # 34430

P.O. Box 333, Kitty Hawk, NC 27949

252-261-3336

Fax: 252-491-2176

April 15, 2014

Mr. David Ryan, PE
Town of Nags Head
PO Box 99
Nags Head, NC 27959

RE: Drainage Repairs & Improvements
West Waterside Lane and Bridge Lane, Nags Head

RPC Contracting hereby proposes to complete the following work on the above projects in Nags Head. The price is based on the plans dated 3/14/14 and includes the following scope of work.

West Waterside Drive, Nags Head Pond Subdivision

- Saw Cut & Remove existing Pavement
- Install 40 lf ± of 15" HDPE Culvert with Flared End Sections
- Roadway Repair with 8" ABC Stone & 2" SF 9.5A Asphalt
- Grade Swale on east side of Road from new Culvert north to existing Driveway
- Seeding & Mulching of Disturbed Areas
- De-watering for Pipe Installation (if necessary)
- Traffic Control as required

West Waterside Lane Total: \$ 7,440.00

Bridge Lane, Nags Head Acres Subdivision

- Saw Cut & Remove existing Pavement
- Remove 40 lf of existing 15" CMP Culvert
- Install 46 lf of 15" HDPE Culvert and Flared End sections in new Alignment
- Roadway Repair with 8" ABC Stone & 2" SF 9.5A Asphalt
- Seeding & Mulching of Disturbed Areas
- De-watering for Pipe Installation (if necessary)
- Traffic Control as required

Bridge Lane Total: \$ 9,990.00

These prices do not include any fees; permits; surveying, testing; clearing & grubbing; 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