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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

NORTH CAROLINA
DARE COUNTY

SERVICE CONTRACT
PURCHASE ORDER # 12-02025

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

RP.
(CONTRACTOR initials)

THIS CONTRACT is made and entered into this the 26th day of January 2012, 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 construct, repair or repave (overlay) several Town maintained streets, as listed on the Bid Form, dated January 10, 2012. Work to be done is as described in the Bid Form which is attached hereto. Construction work will be performed at S. Cobia Way, Hesperides Dr., S. Wrightsville Ave., S. Pamlico Ave. and Gallery Row.

Total contract price is \$72,210.00 (Seventy two thousand two hundred ten dollars and no cents). Price is in accordance with Contractor's Bid Form, dated January 10, 2012. The work is scheduled to commence 3rd day of February 2012.

It is mutually agreed by and between the TOWN and CONTRACTOR that contract completion date shall be April 1, 2012 with time being of the essence. If CONTRACTOR fails to complete work under this contract by April 1, 2012 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 \$200.00 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

Work under this contract consists of all necessary Storm water construction, repaving and widening (overlying with 1-1/2 inches of SF9.50, or acceptable equal, bituminous pavement) of the town maintained streets listed in paragraph 1, above.

3. TERM OF CONTRACT

The term of this CONTRACT for SERVICES is from January 26, 2012 to April 15, 2012. 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 9.

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 Justice of the State of North Carolina or in the Federal District Court for the Eastern District of North Carolina, and the parties hereby submit to venue in and the personal jurisdiction of the said Courts.

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

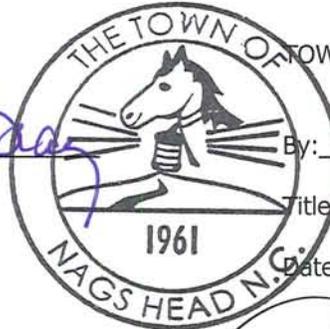
This document together with the purchase order and any attached exhibits constitutes the entire Contract between the said two parties and may only be modified by a written mutual agreement signed by the parties and attached hereto. In the event of any conflict between this contract and any attached documents, the contract language will prevail.

12. SIGNATURES

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

Witnessed or Attested By:

Michele H. [Signature]



TOWN OF NAGS HEAD

By: [Signature]

Title: TOWN MANAGER

Date: 2/3/12

[Signature]

Corporate Seal:

CONTRACTOR
By: [Signature]

Printed Name: ROBERT D. PARKER

Title: PRESIDENT

Date: 1/26/12

"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

Robert O. Oakes, Jr.
Mayor

Doug Remaley
Mayor Pro Tem

Cliff Ogburn
Town Manager



Town of Nags Head
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Nags Head, North Carolina
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Anna D. Sadler
Commissioner

M. Renée Cahoon
Commissioner

Susie Walters
Commissioner

BID FORM
TOWN OF NAGS HEAD –
2012 POWELL BILL STREET PROJECT
Bid Date: January 10, 2012 @ 2:00 pm
Location: Public Works Office

ITEM

Construction, Repair and paving (overlying) of the following delineated portions of town streets with 1½ inches of compacted I-2, or acceptable equal, bituminous pavement:

- 1) Repave S. Cobia Way. from W. Pamlico Way to Roanoke Way.

1250 ft. \$ 21,220.⁰⁰

- 2) Repave Hesperides Dr. from W. Barracuda Dr. to W. Salmon Ct.

660 ft. \$ 12,400.⁰⁰

- 3) Repave S. Wrightsville Ave. from E. Bark St. to E. Bladen St.

745 ft. \$ 14,290.⁰⁰

- 4) Repave S. Pamlico Ave. from W. Barnes St. to W. Morning Dove St.

310 ft. \$ 7,090.⁰⁰

**2012 Powell Bill Street Project
Bid Date: January 10, 2012**

- 5) Replacement of old 24" culvert on Gallery Row at Memorial Ave. Install new 24" Aluminum pipe. Construct and install a 2' x 3' box which with drop inlet grate which will be to D.O.T specifications. Box will tie in existing 15" oval pipe and will have a 24" culvert pipe to open ditch to the south.

Repave two existing driveways approximately 10' x 30'. Place asphalt area where new 24" culvert was replaced.

Install 47' culvert under Gallery Row.

Install 12' culvert on Southside of box to ditch.

Storm water Work \$ 17,210.⁰⁰

All work will be completed in accordance with Town of Nags Head standards for "Streets, Sidewalks And Other Public Places", as contained in the Code of Ordinances, Town of Nags Head, North Carolina, Chapter 36. All "spoil" resulting from preparation of these streets for paving will be removed from the town's right-of-way and disposed of properly. All street sections to be paved will be marked with white marking paint for identification.

2012 Powell Bill Street Project
Bid Date: January 10, 2012

Total Cost for all Street repaving: \$ 55,000 .00

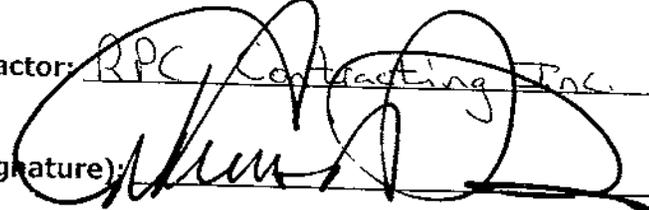
(in words - Fifty five thousand dollars dollars
and Zero cents).

Total Cost for Storm water Project (Gallery Row): \$ 17,210 .00

(in words - Seventeen thousand two hundred ten dollars
and Zero cents).

Contractor: RPC Contracting Inc.

TOTAL 72,210.00

By (signature): 

Printed Name: Robert D. Parker

Position with Company: President

Address: 934 W. Kitty Hawk Rd.

Kitty Hawk, NC 27949

Phone Number: 252-261-3336

NC Contractor's License # 34430

Firearm Year

2012

Firearm No.

34430

North Carolina

Licensing Board for General Contractors

This is to Certify That:

R. P. C. Contracting, Inc.
Kitty Hawk, NC

is duly registered and entitled to practice

General Contracting

Limitation: Unlimited
Classification: Building; Highway; PU(Water Lines & Sewer Lines)

until

December 31, 2012

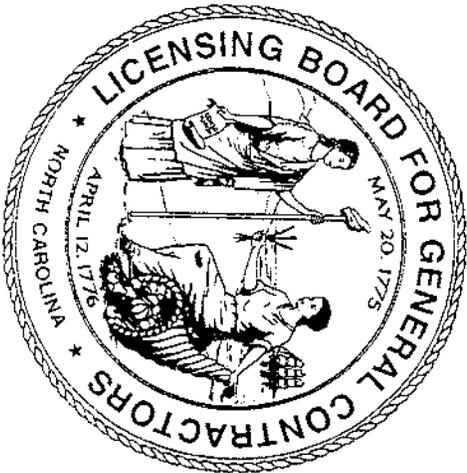
when this Certificate expires.

Witness our hands and seal of the Board.

Dated, Raleigh, N.C.

January 1, 2012

This certificate may not be altered.



Chairman

Secretary-Treasurer

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

12-02025

ORDER DATE: 01/25/12
 REQUISITION NO: R1200551
 DELIVERY DATE:
 STATE CONTRACT:
 F.O.B. TERMS: Destination

VENDOR #: RPCC0010

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

Phone: (252)261-3336 Fax: (252)491-2176

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	2012 Powell Bill St. Project Price in accordance with Contract and Bid Proposal dated 1-10-2012.	2-10-570-4-5773-00 CAPITAL OUTLAY OTHER	72,210.0000	72,210.00
			TOTAL	<u>72,210.00</u>

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 vendor for processing.