

Town of Nags Head  
Public Works Contract Review Cover Form

**Your review and comments are needed no later than:**

**ASAP**

Contract Name : Red Drum/NC 12 Pavement repair    Contract Originator: Karen Heagy

<input checked="" type="checkbox"/> New contract <input type="checkbox"/> Change Order <input type="checkbox"/> Task Order <input type="checkbox"/> Service Contract <input type="checkbox"/> Equipment Contract <input type="checkbox"/> Engineering Contract <input checked="" type="checkbox"/> Construction Contract		
Reviewer	Approval Date	Revisions to be made
Town Engineer	1-9-14	-
Finance Director	1-9-14	Proposal date should be Dec 30 2013 not 2014- corrected KBH
Town Clerk	1-9-14	
Town Attorney	1-9-14	Approved



**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  
Fax 252-441-0776  
[www.nagsheadnc.gov](http://www.nagsheadnc.gov)

**M. Renée Cahoon**  
Commissioner

**John Ratzenberger**  
Commissioner

**Marvin Demers**  
Commissioner

NORTH CAROLINA  
DARE COUNTY

SERVICE CONTRACT  
PURCHASE ORDER # 14-01618

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

  
(CONTRACTOR *initials*)

THIS CONTRACT is made and entered into this the 10<sup>th</sup> day of January 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 R.P.C. 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 construction required, including but not limited to labor and materials, for the repair of the pavement on NC 12 in front of the Red Drum Tap House in Nags Head **in accordance with bid proposal "NC 12 Pavement Repairs by Red Drum Tap House, Nags Head", as prepared by RPC Contracting, Inc..**

**Total contract price is \$ 8,970.00 (Eight Thousand Nine Hundred Seventy Dollars and no Cents). Price is in accordance with CONTRACTOR's Proposal, dated December 30, 2013 (copy attached).**

It is mutually agreed by and between the TOWN and CONTRACTOR that construction or work under this contract will commence January 13, 2014. The contract completion date shall be February 28, 2014 with time being of the essence. If CONTRACTOR fails to complete work under this contract by February 28, 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

Project consists of Road Work within the Town of Nags Head and includes, but is not limited, to the following:

Saw Cut existing Pavement (18' wide x 28' long)  
Excavate and remove 12" depth of existing pavement and ABC Stone  
Supply, install and compact 8" ABC Stone Base & 4" SF 935A Asphalt  
Flagmen & Traffic Control

## 3. TERM OF CONTRACT

The term of this CONTRACT for SERVICES is from January 10, 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

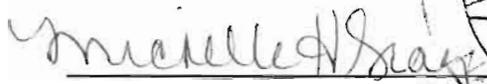
This Contract is subject to such additional provisions as are set forth in any addendum executed separately by each party and attached hereto.

12. CONTRACT DOCUMENTS/AMENDMENTS

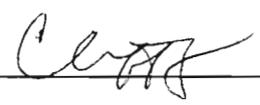
This document together with the purchase order and any attached exhibits constitutes the entire Contract between the said two parties and may only be modified by a written mutual agreement signed by the parties and attached hereto. In the event of any conflict between this contract and any attached documents,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

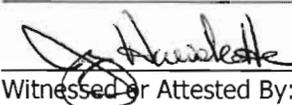
13. SIGNATURES

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

  
\_\_\_\_\_  
Witnessed or Attested By:



By:   
\_\_\_\_\_  
Title: Town Manager  
Date: 1/13/14

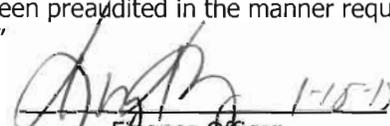
  
\_\_\_\_\_  
Witnessed or Attested By:

Corporate Seal:

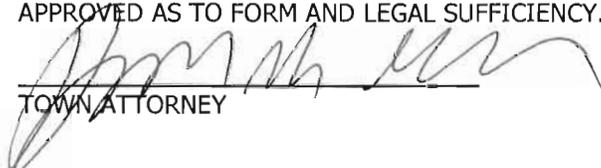
**CONTRACTOR**

By:   
\_\_\_\_\_  
Printed Name: ROBERT D. PARKER  
Title: PRESIDENT  
Date: 1/10/14

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

  
\_\_\_\_\_  
Finance Officer

APPROVED AS TO FORM AND LEGAL SUFFICIENCY.

  
\_\_\_\_\_  
TOWN ATTORNEY

# RPC Contracting, Inc.

License # 34430

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

**252-261-3336**

Fax: 252-491-2176

December 30, 2013

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

RE: NC 12 Pavement Repairs by  
Red Drum Tap House, Nags Head

Dear Mr. Barile,

Please find listed below the pricing you requested for the pavement repair on NC 12 in front of the Red Drum Tap House in Nags Head. The price is based on the following scope of work.

#### NC 12 Pavement Repair

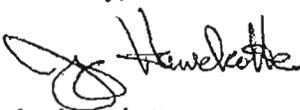
Saw Cut existing Pavement (18' wide x 28' long)  
Excavate and remove 12" depth of existing pavement and ABC Stone  
Supply, install and compact 8" ABC Stone Base & 4" SF 9.5A Asphalt  
Flagmen & Traffic Control

**Total: \$ 8,970.00**

These prices do not include any fees; permits; surveying, testing; off-site fill or topsoil; seeding or sod; pavement striping or signs; 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



**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. 14-01618**

**SHIP TO**

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

**VENDOR**

Vendor #: RPCCO010

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

ORDER DATE: 01/08/14  
 DELIVERY DATE:  
 STATE CONTRACT:  
 VENDOR ACCT NUM:  
 VENDOR PHONE #: (252) 261-3336  
 VENDOR FAX #: (252) 491-2176  
 REQUISITION #: R1400548

**MAIL INVOICE TO:**

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

QUANTITY	DESCRIPTION	ACCOUNT NO	UNIT PRICE	TOTAL
1.00	Emergency Pavement repair	10-530-4-5445-00	8,970.0000	8,970.00
	Please do not fax PO. Terms as per contract.	CONTRACTED SERVICES		
			TOTAL	=====
				8,970.00

**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.