



## 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 # 13-01601

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

(CONTRACTOR *initials*)

THIS CONTRACT is made and entered into this the 11<sup>th</sup> day of January 2013, 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 one thousand ninety two (1,092') 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 Outer Banks YMCA to W. Villa Dunes Drive, in the right-of-way of US 158 in accordance with plans and specifications entitled "W. Side Multi-Use Path Phase V-Outer Banks YMCA to W. Villa Dunes Dr. Nags Head Township, Dare County, NC.", as prepared by Bissell Professional Group, and dated 9/17/12.**

**Total contract price is \$ 150,767.51 (One Hundred Fifty Thousand Seven Hundred Sixty Seven Dollars and Fifty One Cents). Price is in accordance with CONTRACTOR's revised bid, dated January 3, 2013 (copy attached).**

It is mutually agreed by and between the TOWN and CONTRACTOR that construction under this contract will commence January 14, 2013 and the contract completion date shall be March 15, 2013 with time being of the essence. If CONTRACTOR fails to complete work under this contract by March 15, 2013, 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 \$500.00 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 to the CONTRACTOR, then 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 the construction of a 10-foot wide, 1,094 foot long concrete, multi-use (pedestrian and self-propelled conveyance) path along the west side of the US 158 Bypass (S. Croatan Highway) in the northern part of the TOWN, from West Barnes Street South to the Bonnett Street/YMCA Driveway intersection, in the right-of-way of US 158. 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 January 11, 2013 to March 30, 2013. 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. 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 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. 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.

Bid Proposal for West Side Multi-Use Path - Phase V  
Town of Nags Head January 3, 2013 (Rev'd)

Contractor: R.P.C. CONTRACTING, INC

ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
<b>SITE PREPARATION</b>					
1	Mobilization and Set Up	1	Lump Sum		\$ 5,790.00
2	General Clearing within the limits of disturbance	0.65	AC	\$ 1,230.00	\$ 799.50
3	Common Excavation	207	CY	\$ 8.70	\$ 1,800.90
4	Select Fill, (furnished, placed and compacted)	912	CY	\$ 14.00	\$ 12,768.00
<b>MULTI-USE PATH PREPARATION</b>					
5	Removal and disposal of existing asphalt/concrete curbing at locations as described on plans	332	SY	\$ 27.80	\$ 9,229.60
6	Removal and disposal of existing concrete sidewalk at locations as described on plans	62	SY	\$ 12.80	\$ 793.60
7	30" Concrete Curb & Gutter as per NCDOT Detail 846.01 sheet 9	1105	LF	\$ 18.00	\$ 19,890.00
8	Dome Alert matting (entire ramp width) at Wheelchair Ramp as per NCDOT Detail 848.05 sheet 9	6	EA	\$ 660.00	\$ 3,960.00
9	Brick Catch Basin as per NCDOT detail 840.01 and NCDOT detail 840.03 (frame, grate & hood) sheet 9	9	EA	\$ 1,000.00	\$ 9,000.00
10	Brick Drop Inlet as per NCDOT detail 840.16 and NCDOT detail 840.32 (frame, grate & hood) sheet 9	4	EA	\$ 1,150.00	\$ 4,600.00
11	15" (Standard) HDPE Double Wall Culvert Pipe in accordance with AASHTO M294 Type "S" w/ bedding	222	LF	\$ 20.20	\$ 4,484.40
12	30" (Standard) HDPE Double Wall Culvert Pipe in accordance with AASHTO M294 Type "S" w/ bedding	98	LF	\$ 52.10	\$ 5,105.80
13	24" (Standard) HDPE Double Wall Culvert Pipe in accordance with AASHTO M294 Type "S" w/ bedding	150	LF	\$ 38.80	\$ 5,820.00
14	24" (Perforated) HDPE Double Wall Culvert Pipe in accordance with AASHTO M294 Type "S" w/ bedding & sock	230	LF	\$ 37.90	\$ 8,717.00
15	Drainage Pipe RipRap Outlet Protection sheet 9	13	EA	\$ 348.50	\$ 4,530.50
16	24" high wood guardrail in accordance with detail on sheet 9	795	LF	\$ 8.70	\$ 6,916.50
17	4" thick by 10' wide reinforced concrete path in accordance with detail shown on sheet 9	1092	SY	\$ 26.00	\$ 28,392.00
18	4" thick by variable width reinforced concrete path in accordance with detail shown on sheet 9	22	SY	\$ 28.00	\$ 616.00
19	Permanent Pavement Patch at location shown on Sheet 6 and in accordance with detail on sheet 7	25	SY	\$ 100.00	\$ 2,500.00
20	8" thick solid white thermoplastic striping (90 mil) in accordance with detail on sheet 7	170	LF	\$ 20.00	\$ 3,400.00
21	Existing Traffic Sign relocation as denoted on plans	4	EA	\$ 40.00	\$ 160.00
22	Traffic Control Measures in accordance with NCDOT	1	Lump Sum		\$ 2,000.00
23	Existing manhole riser extension	3	EA	\$ 400.00	\$ 1,200.00
24	Water valve traffic rated frame & cover installation	2	EA	\$ 125.00	\$ 250.00
<b>EROSION CONTROL MEASURES</b>					
25	Rock Check dam as per detail on sheet 8	4	EA	\$ 350.00	\$ 1,400.00
26	Silt Fencing as per detail on sheet 8	1050	LF	\$ 3.25	\$ 3,412.50
27	Excelsior Matting as per detail on sheet 8	2350	SY	\$ 1.25	\$ 2,937.50
28	Permanent Grass Seeding and mowing as per plans and NCDOT right-of-way encroachment and specs on sheet 8	2975	SY	\$ 0.65	\$ 1,933.75

Total Cost ~~\$ 152,589.75~~

ADJUSTED  
TOTAL  
COST: \$ 150,767.51 \* DMR  
1/8/13

\* EXCLUDES ADD ALTERNATES

Bid Proposal for West Side Multi-Use Path - Phase V  
 Town of Nags Head November 7, 2012

Contractor: R.P.C. CONTRACTING INC.

ADDITIVE ALTERNATIVES				
1A	Construction Record Survey	1	Lump Sum	\$ 1,580. <sup>00</sup>
2A	Backfill Material Testing	1	Lump Sum	\$ 1,180. <sup>00</sup>
3A	Concrete Material Testing	1	Lump Sum	\$ 4,090. <sup>00</sup>
4A	Traffic Control Plan	1	Lump Sum	\$ 530. <sup>00</sup>

Note:

- 1 A detectable warning dome mat shall be installed on the existing handicap ramp sited on the south side of the YMCA entrance drive, receiving pedestrian traffic from the north.
- 2 Excelsior matting shall be placed along cut/fill slopes exceeding 18" in depth.
- 3 Drainage pipe rip-rap outlet protection dimensions & thickness vary, (see plans).

DELETIONS					
1	30" dia. HDPE Pipe (@ W. Villa Dunes Dr.)	98	LF	\$ <52.10 >	\$ <5,105.80 >
2	24" dia. HDPE Pipe (@ W. Woodhill Dr.)	66.9	LF	\$ <38.80 >	\$ <2,595.72 >
3	Drop Inlet Structures (ST-12/ST-14)	2	EA	\$ <1,150. <sup>00</sup> >	\$ <2,300. <sup>00</sup> >

ADDITIONS					
1	15" dia. HDPE Pipe (ST-11 to ST-12 & ST-13 to ST-14)	5.8	LF	\$ 20. <sup>20</sup>	\$ 117.16
2	24" dia. HDPE Pipe (ST-12 & ST-14)	26.4	LF	\$ 38.80	\$ 1,024.32
3	Utility Conflict Structures (ST-12/ST-14)	2	EA	\$ 1,900. <sup>00</sup>	\$ 3,800. <sup>00</sup>
4	24" dia. CMP Pipe (ST-10 to ST-12) PIPE SUPPLIED BY OTHERS	66.9	LF	\$ 24. <sup>00</sup>	\$ 1,605.60
5	24" dia. HDPE Pipe (ST-14 to downstream) PIPE SUPPLIED BY OTHERS, DOWNWARD ADJUSTMENT REQ'D	51	LF	\$ 32. <sup>00</sup>	\$ 1,632. <sup>00</sup>

12. SIGNATURES

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

Witnessed or Attested By:

Mistelle H. [Signature]



TOWN OF NAGS HEAD

By: [Signature]  
Title: TOWN MANAGER

Date: 1/10/13

[Signature]

Corporate Seal:

CONTRACTOR  
By: [Signature]

Printed Name: ROBERT D. PARKER

Title: PRESIDENT

Date: 1/9/13

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

[Signature] 1-10-13  
Finance Officer

APPROVED AS TO FORM AND LEGAL SUFFICIENCY.

[Signature]  
TOWN ATTORNEY

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

13-01601

ORDER DATE: 01/10/13  
 REQUISITION NO: R1300491  
 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	West Side MUP Phase V Const. As per Contract.	3-10-530-4-5662-00 GRANT MULTI USE PATH	150,767.5100	150,767.51
			TOTAL	150,767.51

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.