

Town of Nags Head  
Public Works Contract Review Cover Form

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

**November 18, 2013**

Contract Name : Dirty Dicks Culvert Replacement      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	11-18-13	-
Finance Director	11/22/13	
Town Clerk	11-18-13	
Town Attorney	11-19-13	Duplicated words "than Contractor" removed from liquidated damages line. KBH

**Robert O. Oakes, Jr.**  
Mayor

**Doug Remaley**  
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)

**Anna D. Sadler**  
Commissioner

**M. Renée Cahoon**  
Commissioner

**Susie Walters**  
Commissioner

NORTH CAROLINA  
DARE COUNTY

SERVICE CONTRACT  
PURCHASE ORDER # 14-01265

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

  
(CONTRACTOR *initials*)

THIS CONTRACT is made and entered into this the 18<sup>th</sup> day of November 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 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 for the replacement of existing metal arch and circular drainage pipes with circular perforated and solid wall drainage piping in conjunction with several catch basin and drop inlet structure replacements/ additions **from US/158 to Wrightsville Ave. in accordance with bid proposal "Dirty Dicks Culvert Replacement", as prepared by Town of Nags Head.**

**Total contract price is \$ 40,920.00 (Forty Thousand Nine Hundred Twenty Dollars and no Cents). Price is in accordance with CONTRACTOR's bid Proposal, dated December, 2012 (copy attached).**

It is mutually agreed by and between the TOWN and CONTRACTOR that construction or work under this contract will commence December 2, 2013. The contract completion date shall be January 10, 2014 with time being of the essence. If CONTRACTOR fails to complete work under this contract by January 10, 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 \$130.00 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 drainage infrastructure improvements within the Town of Nags Head and includes, but is not limited, to the following:

Replacement of approximately 360 l.f. of 22"x36" metal arch pipe with 24"Ø HDPE Perforated Sock Drain pipe.  
Replacement of approximately 61 l.f. of 18"Ø corrugated metal pipe with 18"Ø HDPE Perforated Sock Drain pipe.  
Installation of (3) connected drop inlet structures & (1) open throat catch basin.

3. TERM OF CONTRACT

The term of this CONTRACT for SERVICES is from November 18, 2013 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.

*Michelle H. [Signature]*

Witnessed or Attested By:



TOWN OF NAGS HEAD

By:

*[Signature]*

Title: Town Manager

Date: 12-2-13

*[Signature]* Estimator

Witnessed or Attested By:

Corporate Seal:

CONTRACTOR

*[Signature]*

Printed Name: Robert D. Parker

Title: President

Date: 11/25/2013

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

*[Signature]* 11/26/13  
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. 14-01265**

**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: 11/25/13  
 DELIVERY DATE:  
 STATE CONTRACT:  
 VENDOR ACCT NUM:  
 VENDOR PHONE #: (252) 261-3336  
 VENDOR FAX #: (252) 491-2176  
 REQUISITION #: R1400439

**MAIL INVOICE TO:**

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

QUANTITY	DESCRIPTION	ACCOUNT NO	UNIT PRICE	TOTAL
1.00	Dirty Dicks Culv Replacement  Please do not fax po work in accordance with contract	60-620-0-5445-00 CONTRACTED SERVICES	40,920.0000	40,920.00
			TOTAL	=====
				40,920.00

**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.

## INVITATION TO BID

### 1.1 PROJECT INFORMATION

- A. Notice to Bidders: Qualified bidders are invited to submit bids for Project as described in this Document according to the Instructions to Bidders. This project is a publicly funded project by the Town of Nags Head. The work will primarily consist of the replacement of existing metal arch and circular drainage pipes with circular perforated and solid wall drainage piping in conjunction with several catch basin and drop inlet structure replacements/ additions as described on the construction plan documents. The Town of Nags Head will be responsible for the design documents, construction stakeout, and construction record data collection.
- B. Project Identification: Town of Nags Head  
US Hwy 158 to Wrightsville Ave.  
Drainage Infrastructure Improvements
1. Project Location: Proximity of Nags Head Realty/Dirty Dick's Restaurant  
Nags Head, North Carolina 27959
- C. Owner: Town of Nags Head  
P.O. Box 99  
Nags Head, NC 27959
1. Owner's Representative: David M. Ryan, P.E.  
Creative Engineering Solutions, PLLC  
262 Mother Vineyard Rd.  
Manteo, NC 27954  
Phone: (252) 473-5566
- D. Engineer: (see above)
1. Engineer's Project No. P-1004
- E. Project Description: Project consists of roadway & drainage infrastructure improvements within the Town of Nags Head public right-of-way and includes the following:
1. Replacement of approximately 360 l.f. of 22"x36" metal arch pipe with 24"Ø HDPE Perforated Sock Drain pipe.
2. Replacement of approximately 61 l.f. of 18"Ø corrugated metal pipe with 18"Ø HDPE Perforated Sock Drain pipe.
3. Installation of (3) connected drop inlet structures & (1) open throat catch basin.
- F. Construction Contract: Bids will be received for all the Work indicated by the Construction Documents.

1.2 BID SUBMITTAL AND OPENING

- A. Owner will receive sealed bids until the bid time and date at the location indicated below. Owner will consider bids prepared in compliance with the Instructions to Bidders issued by Owner, and delivered as follows:

1. Bid Date: 21 December 2012
2. Bid Time: 3:00 p.m., local time.
3. Location: Nags Head Town Hall  
5401 S. Croatan Hwy.  
Nags Head, NC 27959

- B. Bids will be opened & reviewed publicly by owner, with contractors being present at time of award of bid.

1.3 BID SECURITY

- A. N/A. Owner reserves the right to reject any and all bids and to waive informalities and irregularities.

1.4 PRE-BID MEETING

- A. Pre-bid Meeting: N/A

1. Bidders' Questions: Engineer will provide responses to bidders' questions via e-mail, and received up to one business day prior to bid opening.

1.5 DOCUMENTS

- A. Printed Procurement and Contracting Documents: Obtain by contacting Engineer. Documents will be provided to prime bidders only; only complete sets of documents will be issued.

- B. Online Procurement and Contracting Documents: Obtain by contacting Engineer. Online access will be provided to prime bidders only.

1.6 BIDDER'S QUALIFICATIONS

- A. Bidders must be properly licensed under the laws governing their respective trades and be able to obtain insurance and bonds required for the Work. Proof of Insurance in a form acceptable to Owner will be required of the successful Bidder.

END OF DOCUMENT

**TOWN OF NAGS HEAD – CAROLINIAN CIRCLE ROADWAY & DRAINAGE INFRASTRUCTURE IMPROVEMENTS/US HWY 158-WRIGHTSVILLE AVE. DRAINAGE INFRASTRUCTURE IMPROVEMENTS**

**INFORMAL BID OPENING –SIGN IN SHEET**

**Project:** P-1004

**Meeting Date:** December 21, 2012

**Facilitator:** David M. Ryan, P.E.

**Place/Room:** Town of Nags Head Municipal Complex

Name	Company	Address	Phone	E-Mail
David Stager	RPE Contracting	PO Box 335 Killy Hill, NC 252-261-3336	252-261-3336	clawd@rpecontracting.com
Pinky Banks	Burnhill Contracting Co	PO Box 1050 Killy Hill	261-2201	Rburnhill@burnhillcontracting.com

Bid Tabulation for The Town of Nags Head  
 US Hwy 158 to Wrightsville Ave. Drainage Infrastructure  
 Improvements  
 December 21, 2012

Bidder	License No.	Total Bid Amount
HATCHELL CONCRETE	34205	\$52,614
BARZUHILIA CONTRACTING	3194	\$48,200
RPC CONTRACTING	34430	\$40,920

**BID FORM COVER SHEET**

**US HWY 158 to WRIGHTSVILLE AVE DRAINAGE INFRASTRUCTURE  
IMPROVEMENTS  
TOWN OF NAGS HEAD**

**NAGS HEAD, DARE COUNTY, NORTH CAROLINA**

Contractor: RPC Contracting, Inc.

License Number: 34430

**Creative Engineering Solutions, PLLC  
262 Mother Vineyard Rd.  
Manteo, NC 27954**

**PROJECT NUMBER P-1004**

**December, 2012**

**TOTAL BASE BID FOR CONTRACT - US HWY 158 to WRIGHTSVILLE AVE  
DRAINAGE INFRASTRUCTURE IMPROVEMENTS**

Forty thousand nine hundred twenty Dollars (\$ 49,900.00)

**BID FORM COVER SHEET**

**US HWY 158 to WRIGHTSVILLE AVE DRAINAGE INFRASTRUCTURE  
IMPROVEMENTS  
TOWN OF NAGS HEAD**

**NAGS HEAD, DARE COUNTY, NORTH CAROLINA**

Contractor: Burhill Contracting Company Inc

License Number: 3194

**Creative Engineering Solutions, PLLC  
262 Mother Vineyard Rd.  
Manteo, NC 27954**

**PROJECT NUMBER P-1004**

**December, 2012**

**TOTAL BASE BID FOR CONTRACT - US HWY 158 to WRIGHTSVILLE AVE  
DRAINAGE INFRASTRUCTURE IMPROVEMENTS**

Forty-eight thousand two Dollars (\$) 48,200.00  
hundred and 00/100

