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

Anna D. Sadler
Commissioner

M. Renée Cahoon
Commissioner

Susie Walters
Commissioner

NORTH CAROLINA
DARE COUNTY

SERVICE CONTRACT
PURCHASE ORDER # 13-01113

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

(CONTRACTOR initials)

THIS CONTRACT is made and entered into this the 30th day of October 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 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:

Rental of equipment, with operators, for sand clearing on TOWN streets and properties; sand to be relocated as directed by the Deputy Public Works Director. Work shall be done, and unit prices for equipment charged, as described in CONTRACTOR's "Post-Storm Debris Clean-up and Infrastructure Reconstruction Services" proposal, dated 6/8/12, and incorporated in the TOWN's MOU with CONTRACTOR dated July 12, 2012 (copy attached). Contract amount is based on four (4) 10-hour days at $3,800 per day. Total contract is not to exceed $15,200.00 (Fifteen thousand two hundred dollars and no cents).

It is mutually agreed by and between the TOWN and CONTRACTOR that work under this contract will commence no later than October 31st, 2012. Work shall progress until complete. The contract completion date shall be no later than November 7th, 2012, with time being of the essence. If CONTRACTOR fails to complete work under this contract by November 7th, 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

Rental of equipment with operators to remove sand from TOWN streets and properties and placement as directed by the TOWN's Deputy Public Works Director, or his designee. Necessary equipment will include one (1) excavator, one (1) rubber-tired front-end loader and two (2) tandem-axle dump trucks.

3. TERM OF CONTRACT

The term of this CONTRACT for SERVICES is from October 30, 2012 to November 14, 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.

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:

TOWN OF NAGS HEAD

By: _____

Title: Town Manager

Date: 10/31/12

Corporate Seal:

CONTRACTOR

By: _____

Printed Name: JAY HANEKOTTE

Title: VICE PRESIDENT

Date: 10/30/12

"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

Department of Public Works
Administration
Maintenance Garage
Sanitation
Public Facilities Maintenance
Water Distribution
Water Plant

Town of Nags Head
Post Office Box 99
Nags Head, North Carolina 27959
Telephone 252-441-1122
Fax 252-441-3350
www.townofnagshead.net

Dave Clark, P.E.
Public Works Director

Ralph Barile
Deputy Public Works Director

MEMORANDUM

TO: RPC Contracting, Inc.

FROM: The Town of Nags Head, North Carolina

DATE: July 12, 2012

SUBJECT: Memorandum of Understanding (MOU) for Equipment Rates and Unit Prices for Storm Debris Removal

In the event you are requested to provide storm cleanup, debris removal, or infrastructure repair for the Town of Nags Head, the Town agrees to use the schedule of rates submitted for Fiscal Year 2012-2013. That schedule of rates is contained in your Proposal for Post-Storm Debris Cleanup and Infrastructure Reconstruction Services, dated June 8, 2012. A copy of your proposal is incorporated as part of this MOU.

The period of this agreement shall be from July 1, 2012 to June 30, 2013.

The conditions set forth by this MOU cannot be amended until both parties have signed a new MOU based on change in conditions. Please sign and return both copies of this MOU. A fully executed copy will be returned to you for your files.

Contractor or Contractor's Agent — Date: 7.16.12

Acceptance by the Town of Nags Head — Date: 7-18-12
Cliff Ogburn, Town Manager

R.P.C. CONTRACTING, INC.

1. Equipment Types and Rates (for first 70 hours of Emergency Debris Clearance "Push and Shove" only)

	# of Machines/ Personnel Available	Charge per Hour Each, $
a. Tandem Dump Truck*	2	70.00
b. ~~Tractor-trailer~~ QUAD-AXLE Dump Truck*	8	85.00
c. Off-Road Dump Truck*	2	200.00
d. Backhoe*	5	90.00
e. Rubber-tired Loader* with bucket & forks	2	90.00
f. Excavator*	3	150.00
g. D4 Dozer, or equivalent*	3	100.00
h. D6 Dozer, or equivalent*	2	150.00
i. Motor Grader*	3	175.00
j. Tub Grinder*	0	
k. Chipper*	0	
l. Chainsaw*	8	45.00
m. Mobile Generator, 33 kW or larger	0	
n. High volume pump, 1,000-gpm or larger	0	
o. Laborer/Flagman	20	35.00
p. Foreman, Supervisor, Safety Supervisor	8	85.00
q. Mobilization, per piece of equipment	2	400.00

Comments:

* - Equipment rates include an operator, where appropriate.

R.P.C. CONTRACTING INC.

2. If work must be conducted on the beach, or in areas of concentrated salt spray, please state the equipment to be used and the rate per hour to be charged for each type of machine.

D6 BULLDOZER @ $300.00/HR
EXCAVATOR @ $300.00/HR
RUBBER TIRE LOADER @ $250.00/HR
OFF ROAD DUMP TRUCK @ $300.00/HR

3. Please state whether you will furnish fuel for the operation of gas/diesel powered equipment. If not, please state how you plan to accomplish this necessity.

WE WILL FURNISH FUEL USING OUR SERVICE TRUCK AND STORAGE TANKS AT OUR YARD

4. Please state whether you perform your own routine maintenance and repairs (tire changes, fluids, etc.) on your equipment. If not, please describe how you plan to accomplish routine maintenance and repairs.

WE WILL PERFORM MAINTENANCE + REPAIRS WITH OUR FORCES

5. Please state the maximum period of time required to initiate cleanup (mobilization) following a Notice to Proceed for the Towns of Nags Head, Southern Shores, or Duck.

2 DAYS

6. Please state whether you will agree to stage any equipment prior to an anticipated storm (landfall). If so, please list each piece of equipment you will "pre-locate" and the rate per hour for this service.

D6 BULLDOZER @ $90.00/HR
EXCAVATOR @ $90.00/HR
RUBBER TIRE LOADER @ $60.00/HR
RUBBER TIRE BACKHOE @ $60.00/HR
OFF ROAD DUMP TRUCKS @ $90.00/HR
FUEL/SERVICE TRUCK @ $60.00/HR
LOWBOY TRACTOR TRAILER @ $100.00/HR

} ADD $400.00 PER PIECE TO MOBILIZE

R.P.C. Contracting, Inc

7a. Provide a cost per ton for hauling storm generated Construction and Demolition (C&D), or Vegetative, debris from any location within the indicated town to the Dare County C&D debris site or staging site at Stumpy Point (at the County Landfill). This would include crossing the truck scales at the transfer station in Stumpy Point. Place in the appropriate box of the table below for each town. This is a comprehensive cost for loading and hauling, including all necessary equipment and personnel.

TOWN	Cost per ton, $	~~Including~~ a tipping fee of, $
Nags Head	145.00	** tipping fee, if charged,**
Southern Shores	175.00	**will be paid by**
Duck	205.00	**local government unit**

7b. Provide a cost per cubic yard (yd^3) for hauling Construction and Demolition (C&D) and Vegetative storm debris from any location within the indicated town to the Dare County Temporary Debris Staging Site (TDSRS), on the County Landfill property at Stumpy Point. This is a comprehensive cost for loading and hauling, including all necessary equipment and personnel.

TOWN	Cost per cubic yard, $
Nags Head	40.00
Southern Shores	47.50
Duck	55.00

Comments:

8. Provide a cost for chipping and grinding clean woody debris (trees and vegetation) at a site within the town limits, on a per cubic yard basis. If limitations are to be placed on the maximum size (diameter) to be handled, please state those limitations.

$ NA per cubic yard;

Limitations on size (if any): NA

R.P.C. CONTRACTING, INC

9. **Repairs to Infrastructure**: Provide unit prices to repair the following Town facilities following a storm.

a. Water main replacement per foot (installed) for the following diameter C-900 PVC pipe (includes all work done in conformance with Town Waterline Standards):

(1) 2 inches: NA

(2) 6 inches: NA

(3) 8 inches: NA

(4) 12 inches: NA

b. Hydrant replacement -- per hydrant (assume one 6-inch valve and 10-foot hydrant leg of 6" pipe) NA

c. Street repairs: 1½ inches of I-2 overlay per foot, 20 feet wide:
$65.00/LF - 100 LF MINIMUM PER LOCATION

d. Installation of 6 inches of ABC base and 2 inches of I-2 as per Town standards, per ~~cubic~~ SQUARE yard:
$ 75.00/SY - 150 SY MINIMUM PER LOCATION

DAVE CLARK
TOWN OF NAGS HEAD PUBLIC WORKS
2200 LARK AVE
NAGS HEAD, NC 27959

13-01113

ORDER DATE: 10/30/12
REQUISITION NO: R1300351
DELIVERY DATE:
STATE CONTRACT:
F.O.B. TERMS: Destination

VENDOR #: RPCCO010

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	Sand removal from town streets and properties.	3-10-530-4-5445-00 CONTRACTED SERVICES	15,200.0000	15,200.00
	Cost not to exceed contract amount.			
			TOTAL	15,200.00

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.