920

# 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 # 12-00573

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

(CONTRACTOR *initials*)

THIS CONTRACT is made and entered into this the 2nd day of September 2011, 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:

**Post-storm debris clean-up and infrastructure repair services as described in the attached Request for Proposals (RFP) dated April 17, 2009 (copy attached). Unit prices for all equipment, personnel, and water system and street repairs shall be in accordance with the CONTRACTOR's updated prices dated August 2010 (copy attached), verified by letter from Jay Hawekotte dated July 8, 2011 (copy also attached) and the Memorandum of Understanding between the CONTRACTOR and the TOWN dated July 13, 2011 (copy attached). CONTRACTOR shall not exceed $25,000.00 (Twenty-five thousand dollars and no cents) in total contract costs without further authorization from the TOWN.**

It is mutually agreed by and between the TOWN and CONTRACTOR that mobilization will occur, and clean-up will begin, no later than September 6, 2011, which is ten days following the event causing the damages being addressed. In accordance with the CONTRACTOR's proposal, referred to in the paragraph above, CONTRACTOR can respond within two days following the event. If CONTRACTOR fails to commence work under this contract by September 6, 2011, 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 one thousand dollars and no cents ($1,000.00) as liquidated damages for every day's delay in beginning the work in excess of the commencement 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

This project consists of the collection, removal and hauling of storm generated debris to the designated disposal facility, and the associated tipping fees, as directed by TOWN personnel. All work will be done in accordance with the above cited RFP and the CONTRACTOR's unit price proposal, dated August 2010.

3. TERM OF CONTRACT

The term of this CONTRACT for SERVICES is from September 2nd, 2011 to November 1st, 2011. 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.

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: 9/6/11

Janell Henderson

**CONTRACTOR**

Corporate Seal:

By: _____

Printed Name: JAY HAWKOTTE

Title: VICE PRESIDENT

Date: 9/4/11

"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

Town of Nags Head

Public Works Contract Review Cover Form

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

Sept. 2, 2011

Contract Name : RPC Debris Management Contract  Contract Originator: D. W. Clark

☒ New contract ☐ Change Order ☐ Task Order

☒ Service Contract ☐ Equipment Contract ☐ Engineering Contract ☐ Construction Contract

| Reviewer | Approval Date | Revisions to be made |
|---|---|---|
| | | |
| Town Manager | 9/2/11 | Per E-mail |
| Finance Director | 9/2/11 | |
| Town Clerk | 8/27/11 | |
| Town Attorney | 9/2/11 | Per E-mail |

**Department of Public Works**
Administration
Maintenance Garage
Public Facilities Maintenance
Sanitation
Water Distribution
Water Operations

**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

# REQUEST FOR PROPOSALS FOR POST-STORM DEBRIS CLEAN-UP AND INFRASTRUCTURE RECONSTRUCTION SERVICES

To: Debris Contractors

From: The Town of Nags Head

Subject: Request for Proposals for Post-Storm Damage Clean-up for the Town of Nags Head

Date: 17 April 2009

The intent of the Request for Proposal (RFP) is to select contractors to provide post-storm clean-up and infrastructure repair services for the Towns of Nags Head, Duck and Southern Shores, in Dare County, NC (the "Towns"). The Towns invite qualified contractors to submit sealed proposals for the provision of these services as described in the attached specifications. Written proposals using the official forms provided will be received until 2:00 p.m. on Friday, May 22, 2009 to:

Carolyn Morris, Town Clerk
Town of Nags Head
Post Office Box 99
Nags Head, North Carolina 27959-0099

At that time, proposals will be opened in the Administrative Conference Room, Town Hall, 5401 South Croatan Highway, Nags Head. All qualified proposals will be evaluated.

The contractor(s) chosen should provide the Towns with the highest quality and most flexible services for the lowest cost. Please submit only standard RFP forms; however, supplemental information may be attached. Materially incomplete proposals may be rejected as being unresponsive.

Please address any questions concerning this RFP to Dave Clark, P.E., Public Works Director, 252-449-4201, or clark@townofnagshead.net. For all questions received, the answers will be shared with all proposers who are listed by the Public Works Director as having received a copy of the original RFP.

Proposals will be evaluated based on the contractor's ability to provide all services contained in this RFP efficiently and at a reasonable cost to the Towns of Nags Head, Duck and Southern Shores. Previous experience and references will also be considered and should be included with the submitter's proposal.

The Town of Nags Head reserves the right to accept or reject any or all proposals.

## GENERAL REQUIREMENTS

1. All contractors participating in the proposal process must be licensed as required by North Carolina General Statutes.

2. All contractors participating in the proposal process must provide proof of Workers' Compensation coverage in the amount of $100,000. They must also provide proof of $1,000,000 of general liability insurance.

3. All equipment must comply with all applicable Federal, State and Local rules and regulations.

4. All persons operating vehicles on State and Local roads must be licensed as per State requirements and operate said vehicles in accordance with all Federal, State and Local laws.

5. All Federal, State and Local work safety laws and regulations must be strictly adhered to.

## TERMS AND CONDITIONS OF THE CONTRACT

1. The initial contract period shall begin on July 1, 2009 and end on June 30, 2010. ***Two-one year extensions will be provided for, based upon satisfactory performance, and mutual agreement.***

2. Either party may terminate the contract upon 90 days written notice.

R.P.C. CONTRACTING, INC.
AUGUST 2010

## 1. Equipment Types and Rates

| | # of Machines/People 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 | NA |
| k. Chipper | 0 | NA |
| l. Chainsaw | 8 | $45.00 |
| m. Mobile Generator, 33 kW or larger | 0 | NA |
| n. High volume pump, 1,000-gpm or larger | 0 | NA |
| o. Laborer/Flagman | 20 | $35.00 |
| p. Foreman, Supervisor, Safety Supervisor | 8 | $85.00 |
| q. Mobilization, per piece of equipment | 2 | $400.00 |

Comments:

R.P.C. CONTRACTING, INC
AUGUST 2010

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 & 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 storm in 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 @ $80.00/HR
EXCAVATOR @ $90.00/HR
RUBBER TIRE LOADER @ $60.00/HR
RUBBER TIRE BACKHOE @ $60.00/HR
OFF ROAD DUMP TRUCK @ $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.
AUGUST 2010

7a. Provide a cost per ton for hauling storm generated Construction and Demolition (C&D) debris from any location within the indicated town to the Dare County C&D debris site at Stumpy Point (at the County Landfill). This would include crossing the truck scales at the new transfer station in Stumpy Point. List in the appropriate box of the table below for each town.

| TOWN | Cost per ton, $ | Including a tipping fee of, $ |
|---|---|---|
| Nags Head | $ 160.00 | $ 65.00 |
| Southern Shores | $ 175.00 | $ 65.00 |
| Duck | $ 190.00 | $ 65.00 |

7b. Provide a cost per cubic yard ($yd^3$) for hauling Construction and Demolition (C&D) storm debris from any location within the indicated town to the Dare County Temporary Debris Storage and reduction Site (TDSRS), located off U.S. 158 in Powell's Point (on the H. D. Newbern property), in Currituck County.

| TOWN | Cost per cubic yard, $ |
|---|---|
| Nags Head | $ 35.00 |
| Southern Shores | $ 30.00 |
| Duck | $ 35.00 |

Comments:

Cost per ton for vegetative debris $ _____, including tipping fee of $ 65.00 per ton.

NAGS HEAD = $180.00
SOUTHERN SHORES = $220.00
DUCK = $255.00

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.
AUGUST 2010

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:
$56.00/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:
$67.00/SY – 150 SY MINIMUM PER LOCATION

# RPC Contracting, Inc.

License # 34430
P.O. Box 333, Kitty Hawk, NC 27949
**252-261-3336**
Fax: 252-491-2176

July 8, 2011

Mr. Dave Clark, PE
Director of Public Works
Town of Nags Head
PO Box 99
Nags Head, NC 27959

RE: Post Storm Debris Cleanup and Infrastructure Repairs

Dear Mr. Clark,

This letter is to verify that RPC Contracting agrees to continue an additional 1 year contract with the Town of Nags Head for Post-Storm debris Cleanup and Infrastructure Repairs at the same rates that were submitted in August 2010.

Thank you and please feel free to contact me if you have any questions regarding this information.

Sincerely,

Jay Hawekotte
Vice President / Estimator

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

**Town of Nags Head**
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**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 11, 2011

SUBJECT: Memorandum of Understanding (MOU) for Equipment Rates 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 2011-2012. That schedule of rates is contained in your revised price list, dated August 2010. These prices have not changed for FY 2011-2012 (see attached letter from Jay Hawekotte, RPC Vice President, dated July 8, 2011). A copy of the revised cost list is incorporated as part of this MOU.

The period of this agreement shall be from July 1, 2011 to June 30, 2012.

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: 7-15-11

Acceptance by the Town of Nags Head — Date: 7-12-11

Pg 1

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

12-00573

ORDER DATE: 08/26/11
REQUISITION NO: R1200224
DELIVERY DATE:
STATE CONTRACT:
F.O.B. TERMS: Destination

VENDOR #: RPCCO010

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

| QTY/UNIT | DESCRIPTION | ACCOUNT NO. | UNIT PRICE | TOTAL COST |
|---|---|---|---|---|
| 1.00 | Initial debris removal cost | 2-10-500-3-5445-00<br>CONTRACTED SERVICES | 25,000.0000 | 25,000.00 |
| | | | TOTAL | 25,000.00 |

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.

**Town of Nags Head**
Post Office Box 99
Nags Head, North Carolina 27959
Telephone 252-441-5508
Fax 252-441-0776
www.townofnagshead.net

928

# Hurricane Irene Debris Management Contract

## Contract Change Order Number 1

Dated September 12, 2011

NORTH CAROLINA
DARE COUNTY

SERVICE CONTRACT
PURCHASE ORDER # 12-00573

THIS CONTRACT CHANGE ORDER to the contract for Hurricane Irene Debris Management, dated the 2nd day of September 2011, is made and entered into this the 12th day of September 2011, 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. **CHANGES TO UNIT PRICES TO APPLY TO THIS CONTRACT/TOTAL CONTRACT "NOT TO EXCEED" AMOUNT/AND CONTRACT COMPLETION DATE**

This change order involves revisions to the CONTRACTOR's unit prices for the Town of Nags Head, as listed on page 3 of the updated prices dated August 2010. Paragraph 7a is modified to read, "Provide a cost per ton for ***loading and*** hauling", and the cost per ton is changed from $160.00, to ***$120.00 (not including tipping fee).*** This unit price applies to all debris managed under this contract.

All debris hauled under this contract shall be charged at the per ton rate, as amended above.

By this Change Order, the "not to exceed" amount of $25,000.00 (Twenty-five thousand dollars and no cents), is increased to $60,000 (Sixty thousand dollars and no cents).

This Change Order revises the contract completion date from November 1, 2011 to September 20, 2011.

2. 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: 9-13-11

Janell Henderson

**CONTRACTOR**

By: _____

Title: VICE PRESIDENT

Date: 9/12/11

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

_____ 9/13/11
Finance Officer