TOWN OF KILL DEVIL HILLS
BUDGET AMENDMENT REQUEST

Finance Department Use Only
Budget Amendment Number: 15
Finance Officer: BK

INCREASE (DECREASE)			INCREASE (DECREASE)		
CODE	**ACCOUNT DESCRIPTION**	**AMOUNT**	**CODE**	**ACCOUNT DESCRIPTION**	**AMOUNT**
8180 573000	C/O Other Improvements	584,307.00	30 440115	NC DOT Grant	584,307.00
TOTAL		584,307.00	TOTAL		584,307.00

JUSTIFICATION: To appropriate NCDOT Grant for Utility Engineering Agreement and Utility Relocation Agreement for water main Relocation work associated with NCDOT's SR 1217 (Colington Rd.) project.

RECOMMENDED: _____ APPROVED: _____

DATE: February 12, 2020

ATTACHMENT CA-3

TOWN OF KILL DEVIL HILLS
PUBLIC SERVICES

Post Office Box 1719, 107 Town Hall Drive
Kill Devil Hills, NC 27948
Administration (252) 480-4080 Fax (252) 441-6136
Office Hours: 8:00 a.m. – 5:00 p.m. Mon. – Fri.
Water Plant (252) 480-4090
www.kdhnc.com

STEPHEN F. ALBRIGHT
Director

DEREK A. DAIL
Assistant Director

MARCIA K. OLLIS
Administrative Services

WILLIAM H. WATERFIELD
Water Systems

L. RANDOLPH TURNER
Streets

LYNN E. LINDSEY
Solid Waste

February 4, 2020

Memorandum

To: Debora P. Diaz, Town Manager

From: Derek A. Dail, Assistant Director

Subject: **Recommendation - Bid Acceptance for Colington Road – SR 1217 Water Main Improvements**

This project is in support of the future NCDOT Colington Road Improvement project and is funded under a Utility Relocation Agreement with NCDOT for that project. The existing 8" asbestos cement water line is of a material no longer used in new water main construction, as it tends to weaken with age. The old line is very near the existing edge of pavement for much of its extent from US 158 westward to Bermuda Bay.

The new work will install a new 8" PVC water main generally well outside the Colington Road right of way, on the south side, on lands owned by the Town and the County, from Bermuda Bay east to about Mustian Street. There it will cross Colington Road, then continue north up Park Drive and then east on Aviation Avenue, tying into the 16" water main along the west side of US 158. Included is a small, 2" main in the northernmost edge of the Colington Road right of way, between Park Drive and US 158, to serve the few houses in that block.

On January 16, 2020, bids were received for this project and reviewed by the Town's engineer, Pete Burkhimer and staff. Please find the attached recommendation of award from Mr. Burkhimer along with the bid tabulation for the project. Staff concurs with Mr. Burkhimer's recommendation that the low bidder, Enviro-Tech Unlimited Construction Services LLC (Enviro-Tech) is awarded the contract. A breakdown of the reimbursable construction related costs is included in a spreadsheet from Mr. Burkhimer with total costs for the project of $573,975.

If the Board of Commissioners agrees with these recommendations, a motion will be in order to:

- Approve the contract with Enviro-Tech Unlimited Construction Services LLC for Colington Road – SR 1217 Water Main Improvements Project in the amount of $539,000.00, and authorize its execution by the Town Manager;
- Approve the engineering services agreement with American Engineering in the amount of $34,975.00 for construction oversight services
- Approve a budget increase to Water System account 8180-573000, Other Improvements in the amount of $584,307.00 and is the summated amount of the executed NCDOT reimbursement agreements. This budget increase is 100% funded by the NCDOT funds allocated to the project as described in the reimbursement agreements.

AMERICAN Engineering

February 3, 2020

Mr. Steve Albright, Director of Public Services
Town of Kill Devil Hills
P. O. Box 1719
Kill Devil Hills, NC 27948

By e-mail

Subject: **V17020 – Kill Devil Hills Project: Colington Road – SR 1217, Water Main Improvements, RECOMMENDATION OF AWARD**

Dear Mr. Albright:

At 11:00 a.m. on Thursday, January 16, 2020, American Engineering, as Town Engineer, received and opened bids for the referenced project. This letter includes our tabulation and analysis of the bids received for the project, and our recommendation to you and to the Town.

To facilitate the use of this letter in discussions, we have numbered the remaining paragraphs.

1. Due to the size of the project, we followed formal bidding procedures. We had four (4) prospective bidders attend the January 6, 2020 mandatory pre-bid meeting. Those prospective bidders were: RPC Contracting, Inc., Barnhill Contracting Company, Hatchell Concrete, Inc. and Enviro-Tech Unlimited Construction Services, LLC.
2. At the January 16 bid opening, three bids were received, one from each of the firms having attended the pre-bid meeting, with the exception of RPC Contracting. All three bids appeared at the time to be in conformity with the requirements of the Contract documents in terms of format, bid bond, license number, etc. There were no apparent irregularities, numeric reversals, etc. noted. The bids were opened and read aloud.
3. We broke out two items from the Base Bid, to be paid on a Unit Price basis, with stipulated quantities for bidding purposes:
    a. Silt Fence (1,000 linear feet)
    b. Watering (25 days)
4. The Low Bidder for the project is **Enviro-Tech Unlimited Construction Services, LLC** (Enviro-Tech) whose Bid was as follows:
    a. **Base Bid** **$520,000.00**
    b. Silt Fence ($5.00/lf) .....$ 10,000.00
    c. Watering ($360.00/day) ..... $ 9,000.00
    d. **Total Bid** ..... **$ 539,000.00**
5. We are very pleased with these bids. The low bidder, Enviro-Tech, was 7.9% higher than our Engineer's Estimate of $499,393.00, using the Total Bid plus

both Unit Price Items as the basis for comparison. The next-low bidder bidders, Hatchell Concrete, Inc., was $542,058.53, or 8.5% above the Engineer's Estimate and **only 0.6% above the low bid**. Barnhill, on the other hand was, at $644,490.00, 29.1% above the Engineer's Estimate and 19.6% above the low bid. We have noted in previous award recommendation letters that the improved overall economic climate is pressing prices upward versus the recession years and we have now seen it on several projects in a row. Obviously, Enviro-Tech and Hatchell had the more competitive bids. Overall, we feel the bidding accurately reflects the 2020 construction market situation.

6. Therefore, we recommend award of the contract for **Colington Road – SR 1217 Water Main Improvements** to **Enviro-Tech Unlimited Construction Services, LLC** in the amount of **$539,000,00**. All of this work is to be funded as an NCDOT Utility Relocation Project in anticipation of their upcoming road improvement project.
7. This is primarily a lump sum contract, except for the unit price items noted above. While long portions of the work are fairly simple, the crossing of Colington Road and the terminal tie-ins could be challenging. **For this project, contingencies will be handled from the Water Fund and then reimbursed by NCDOT, so no contingency allowance need be funded.**
8. We are separately furnishing our proposal for this project, also dated February 3, 2020 for construction phase services in the amount of **$34,975.00**. This amount is consistent with the size of this project and the NCDOT involvement. We recommend and request that the Board of Commissioners approve this proposal for professional services.
9. The resulting total amount of funding required for the total project is thus **$573,975.00**.
10. If the Board sees fit to award the project, the First Day of the Contract Time will be carefully coordinated with NCDOT and the times of less disruption with traffic (spring break, summer break at the schools, etc.) The Contract Documents provide for 150 days to Substantial Completion, so work will likely begin in early spring and last through mid-summer.

Sincerely,

Walton P. Burkhimer, Jr., P. E.
Senior Consultant
American Engineering Associates – Southeast, PA

WPBjr:pb: V:\2017\V17020 - KDH Colington WM\Construction\06 Bid Tabulation Award NTP\Albright WPB Recommend Award.doc

Cc: Ms. Mary E. Quidley, Town Clerk, 252-441-7946

AMERICAN Engineering

February 3, 2020

Mr. Steve Albright, Director of Public Services
Town of Kill Devil Hills
P. O. Box 1719
Kill Devil Hills, NC 27948

By e-mail

Subject: **V17020 – Kill Devil Hills Project: Colington Road – SR 1217, Water Main Improvements, CONSTRUCTION PHASE SERVICES**

Dear Mr. Albright:

American Engineering is pleased to provide this proposal for services during the Construction Phase of this project.

For the **Construction Phase** work, our scope of services shall be as follows:

Assist with contract execution; set survey control and provide survey stakeout, field engineering oversight, review contractors' applications for payment, as-built surveys of valves and hydrants.

Field oversight will not constitute Construction Management, nor full-time inspection, but frequent oversight to assist in assuring construction complies with Contract Documents.

The program we propose will include:

- An average of 1 hour per day (1-2 brief visits)
- An average of one 3 to 4-hour visit for some major meeting, walk-through, issue or effort, about twice per month.
- Approximately five days during the project for an event needing full-time oversight, such as observing paving.

We see a total project life of 5 months, or about 20 weeks. The program above will average out to about 8 hours per week, with a few skipped weeks for holiday or bad weather periods. Also included in this effort is overall project management tasks such as pay application processing, change order processing, weekly updates, etc.

Colington Road – SR 1217, Water Main Improvements			
Staff Classification	Rate	Hours	Extension
Principal @ __/hr	$175.00	160	$28,000.00
Senior Engineer @__/hr	$145.00	16	$2,320.00
Survey Party @__/h	$105.00	26	$2,730.00
CADD Operator @ __/hr	$75.00	26	$1,950.00
Subtotals, Estimated Fees by Hours:			$35,000.00
Lump Sum Fees:			**$34,975.00**

Work not covered within the scope outlined above shall be performed at our hourly rates, which are the same as presented in our General Services proposal of April 15, 2019. The following hourly rates will govern all work through the period of this proposal (through June 30, 2020, unless otherwise mutually agreed.)

Additional Services

Our hourly rates for the term of this proposal, which will be the basis for calculating lump sum fees and the basis of billing hourly work, are set forth below (increased rates are noted in **bold**):

Staff Categories	Hourly Rates
Principal Professional /Engineer	$175.00
Senior Consultant (W. P. Burkhimer, Jr.)	$175.00
Senior Professional /Engineer	$145.00
Project Engineer	$110.00
Engineering or Surveying Technician	$75.00
4 Person Survey Party	$145.00
3 Person Survey Party	$125.00
2 Person Survey Party/Party Chief w/Robotic Instrument	$110.00
CADD Operator	$75.00
Other Project Representative	$50.00
Clerical	$45.00

Reimbursable Expenses

Reimbursable expenses are those which are associated with professional services performed on a time and materials basis and include out-of-pocket expenditures advanced in the interest of the project. Almost all printing and copying are done in-house and are invoiced at the unit rates specified, except they are included in lump-sum project fees. Our rates for any reimbursable expenses incurred will be:

Copies of maps, plats, deeds, plans, data, etc.	cost +10%
Long distance/Conference phone calls	cost +10%
Overnight delivery (UPS, FedEx)	cost +10%
Mileage (not charged for travel to KDH from office, & back)	$0.54 / mile
Prints/Copies on:	
Bond	$0.20/square foot
Vellum	$1.50/square foot
Mylar	$3.00/square foot
Color Prints on Bond	
Letter	$1.00/copy
Legal	$2.00/copy
12" x 24"	$3.00/copy
Large Scale	$1.50/square foot
Specialty Printing/Plotting/Mounting	cost +10%
Printing/copying/mounting by others	cost +10%

Electronic copies of drawing files prepared at our hourly rates; requires recipient to sign release form

We propose to perform this work subject to the terms and conditions set forth in our General Services proposal to the Town of Kill Devil Hills, also dated April 15, 2019.

We appreciate the opportunity to offer this information to you. If you find this proposal acceptable, please indicate by the signature, name, title and date of the appropriate official in the space provided below. This will serve as our authorization to proceed.

AMERICAN ENGINEERING ASSOCIATES—SOUTHEAST, PA

W. P. Burkhimer, Jr., P. E.
Chief Engineer, Virginia Beach

WPBjr:pb: V:\2017\V17020 - KDH Colington WM\Construction**07** Proposal - Construction Admin\KDH Colington Road WM - Construction Phase Services - February 3, 2020.docx

Cc: Ms. Mary E. Quidley, Town Clerk, 252-441-7946

We accept this proposal and agree to its provisions, as set forth above.

TOWN OF KILL DEVIL HILLS

By:

Auth. Signature_____ .....

Name: _____ .....

Title: _____

Date: _____

STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

ROY COOPER
GOVERNOR

JAMES H. TROGDON, III
SECRETARY

DATE October 22,2019

PROJECT: R-5014
WBS #: 41162.2.1
COUNTY: Dare
DESCRIPTION: Colington Road-SR 1217 improvements

SUBJECT: Utility Authorization – Town of Kill Devil Hills

Mr. Derek A. Dail, P.E.
Assistant public Services Director
Town of Kill Devil Hills
107 Town Hall Drive PO Box 1719
Kill Devil Hills, NC 27948

Dear Mr. Dail:

Attached for your files is an executed copy of the Utility Relocation Agreement, which covers the proposed relocation of your Company's facilities in conflict with the above project.

Please do not begin any of the actual relocations of your facilities until a Utility Relocation Scheduling Conference (URSC) has been held with the NCDOT Resident Engineer or his designee. I am requesting our Resident Engineer, Mr. Pablo Hernandez, P.E., at telephone 252-473-3637 in Manteo, NC, to get in touch with you at telephone 252-480-4085 to arrange for a URSC meeting within ten (10) working days of receipt of this correspondence and prior to beginning the actual utility relocations. If your company is using a contractor/sub-contractor, then the contracting company must attend the URSC meeting. A schedule should be determined in this Conference that will clear the conflicts prior to the contract availability date. After a schedule has been determined, you should diligently pursue clearing the conflict and adhering to your schedule in order not to impact the highway construction project. Your company representative has indicated Jan 2020 will be their start date and their facilities will be relocated no later than September 2020. If prior arrangements have been coordinated with the NCDOT to complete your relocations after the project availability date, it is crucial that your company adhere to completing your construction based on the dates as indicated in the highway proposal scope of work.

In addition to the above, no relocation work can begin prior to the necessary right of way and **environmental permits being secured to accommodate your proposed relocation**. This could delay your relocation start and end dates as reflected above. If your relocation is delayed by right of way and/or permits, the department, in coordination with your staff, will develop a new relocation timeline.
Please note that the relocation of any utility is subject to the environmental rules and regulations of the State of North Carolina. Violation to the NC Sedimentation Pollution Control Act, Clean Water Act, NC Coastal Management Act, or other environmental commitment outlined in the

Mailing Address:
NC DEPARTMENT OF TRANSPORTATION
1555 MAIL SERVICE CENTER
RALEIGH, NC 27699-1555

Telephone: (919) 707-6690
Fax: (919) 250-4151
Customer Service: 1-877-368-4968

Location:
1020 BIRCH RIDGE DRIVE
RALEIGH, NC 27610

Website: www.ncdot.gov

projects permits will not be tolerated and may result in work stoppage, penalties and/or construction delays.

Once final approval is given by the Resident Engineer for your company to begin clearing the project in accordance with your relocation plans as submitted, please proceed with your relocations and upon completion of work, bill the Department of Transportation with the actual non-betterment cost in line with your estimate of **$549,332.00**

As part of this authorization, I am requesting the Resident Engineer contact this office immediately if your company has not proceeded with relocating your facilities by the planned schedule start date or it is perceived by the Resident Engineer that your company appears not to be on schedule in accordance with your relocation completion date.

If your company is unable to proceed with the necessary relocations by the above scheduled start date or it is determined by your company the relocation will not be complete in accordance with your relocation schedule, please contact the Resident Engineer and this office immediately.

It is crucial that your company relocate the conflicting facilities in accordance with your relocation schedule as provided to the Department. Failing to meet your relocation deadline will be a direct contributing factor to delaying the subject project. In addition, if you are relocating facilities during the highway construction phase, any delays to your relocation schedule will delay the highway contractor. Under these conditions, the highway contractor is subject to file a delay claim against the Department for time and idle equipment. These types of claims can be monetary in damage and significantly increase the construction cost to the department.

Thank you for your cooperation in this matter.

Sincerely,

Bo Hemphill, PE
Eastern Utilities Manager

DocuSigned by:
Dayton Martin
393263889E05431...

By: _____
Area Coordination Supervisor

BH: DM:
Attachment
cc:

Mr. Jerry Jennings P.E.	Division Engineer (w\copy of agreement)
Mr. Randy Midgett, P.E.	Division Construction Engineer
Mr. Pablo Hernandez, P.E.	Resident Engineer (w\2 copies of plans, estimate & agreement)
Mr. Chris Sutton	Division Utility Coordinator

Note to Div. Engr.: Please invite Mr. Derek Dail to the Pre-construction Conference.

Note to Res. Engr.: Please refer to the Construction Manual concerning utility diaries and other utility relocation procedures.

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UTILITY PRELIMINARY ENGINEERING AGREEMENT

DM

WBS ELEMENT: 41162.2.1

TRANSPORTATION IMPROVEMENT PROGRAM NO.: R-5014

COUNTY: Dare

****

This agreement made this 21 **day of** August, 2019, **by and between the Department of Transportation, an agency of the State of North Carolina, hereinafter referred to as the DEPARTMENT, and** _____ Town of Kill Devil Hills **hereinafter referred to as the COMPANY:**

WITNESSETH:

THAT WHEREAS, the DEPARTMENT will submit a project for construction as follows:

Construction stakeout and oversight on behalf of the Town of Kill Devil Hills for Water main utility relocation in preparation for NCDOT's SR 1217 (Colington Rd.) Operational-Safety Improvement Project; S.T.I.P. No. R-5014

known as route SR 1217 **in** Dare **County, North Carolina to be designated as N.C. State Highway Project and/or WBS Element** R-5014 **and,**

WHEREAS, the construction of said project will require certain engineering of plans for adjustments to be made to the existing facilities of the COMPANY;

NOW, THEREFORE, in order to facilitate the orderly and expeditious relocation of the said facilities of COMPANY, the DEPARTMENT and the COMPANY have agreed as follows:

1. That the DEPARTMENT has agreed to reimburse the COMPANY for preliminary engineering charges associated with certain adjustments to be made to the existing facilities of the COMPANY.

2. That any work performed under this agreement shall comply with DEPARTMENT's "POLICIES AND PROCEDURES FOR ACCOMMODATING UTILITIES ON HIGHWAY RIGHTS OF WAY" dated January 1, 1975, and such amendments thereto as may be in effect at the date of this agreement. The work to be performed by the COMPANY shall conform with Federal Highway Administration's Federal-Aid Policy Guide, Subchapter G, Part 645, Subpart A hereinafter referred to as FAPG dated December 9, 1991, and such amendments

thereto as may be in effect at the date of this agreement. The provisions of said FAPG and amendments thereto are incorporated in this agreement by reference as fully as if herein set out. Any work performed under this agreement not in compliance with FAPG shall constitute unauthorized work and the DEPARTMENT shall be relieved of participating in the costs of such unauthorized work unless such work is done pursuant to a supplemental agreement attached to and made a part hereof.

3. That the COMPANY or COMPANY Engineering firm will prepare an estimate, broken down as to estimated cost of preliminary engineering, overhead rate, job classification pay rate, indirect cost rates, cost of capital rate and estimated man-day hours all in sufficient detail to provide the DEPARTMENT a reasonable basis for analysis. The before mentioned estimate is attached hereto and made a part hereof. The DEPARTMENT will not reimburse the COMPANY for any preliminary engineering not necessitated by the construction of the highway project, nor for changes made solely for the benefit or convenience of the COMPANY.

4. That payment for all work done hereunder shall be made in accordance with the requirements of FAPG unless payment is being made pursuant to a supplemental agreement attached to and made a part of this agreement.

5. That the preliminary engineering work provided for in this agreement will be performed by the method or methods as specified below:

☐ BY COMPANY'S REGULAR FORCE: The COMPANY proposes to use its regular personnel at its standard schedule of wages and working hours in accordance with the terms of its agreement with such employees.

☑ BY EXISTING WRITTEN CONTINUING CONTRACT: The COMPANY proposes to use an existing written continuing contract under which certain work as shown by the COMPANY's estimate is regularly performed for the COMPANY and under which the lowest available costs are developed. The COMPANY shall submit a copy of the continuing contract (including rates) to the DEPARTMENT for review and approval.

☐ BY CONTRACT: The COMPANY does not have adequate staff to perform the necessary engineering design with its own forces. The COMPANY submits to DEPARTMENT a draft advertisement for review and approval, and in accordance with NC General Statute 143-64.31 and 23 CFR 172, will select firms qualified to provide such service on the basis of demonstrated competence and qualification for the type of professional services and to negotiate a contract for those services at a fair and reasonable fee with the best qualified firm. The COMPANY shall submit overhead rates to the DEPARTMENT for review and approval in accordance with DEPARTMENT audit requirements. Refer to DEPARTMENT requirements at the following site:

https://connect.ncdot.gov/projects/Roadway/Private%20Engineering%20Firm%20Resources/NCDOT%20Audit%20Requirements%20Fiscal%20Form.pdf.

6. a. It is contemplated by the parties hereto that the construction of this State Highway Project will begin on or about the _____

b. Based on the best information available at the present time to the COMPANY, indicate applicable paragraph below:

☑ **Preliminary Engineering will be complete allowing adequate time for materials and completion of certain adjustments prior to highway construction.**

☐ **Preliminary Engineering will be complete prior to highway construction; however, certain adjustments are not expected to be complete prior to highway construction.**

☐ **Other (Specify)**

7. Indicate if (a) or (b) is applicable:

a. ☐ **That preliminary engineering is for the adjustments of existing facilities in conflict with said project.**

b. ☐ **That the preliminary engineering involves COMPANY's request for new facilities in addition to adjustments of existing facilities in conflict with said project.**

8. That the total estimated cost of the preliminary engineering proposed herein, including all cost to the DEPARTMENT and COMPANY, is estimated to be---------- $ 34,975

The estimated preliminary engineering cost to the DEPARTMENT, including all cost less any preliminary engineering for new facilities requested by the COMPANY.---------- $ 34,975 DM

The estimated cost to the COMPANY for any additional preliminary engineering charges for new facilities requested by the COMPANY will be---------- $ 0

(The above costs shall be supported by attached estimate)

9. That in the event it is determined there are changes in the scope of work, extra work, or major changes from the statement of work covered by this agreement, reimbursement shall be limited to costs covered by a modification of this agreement or a written change or extra work order approved by the DEPARTMENT.

10. Periodic progress billings of incurred costs may be made by COMPANY to the DEPARTMENT not to exceed monthly intervals; however, total progress billing payments shall not exceed 95% of the approved non-betterment estimate. Progress billing forms may be obtained from the Area Utility Agent. One final and detailed complete billing of all costs shall be made by COMPANY to the DEPARTMENT at the earliest practicable date after completion of work and in any event within 6 months after completion of work. The statement of final billing shall

follow as closely as possible the order of the items in the estimate portion of this agreement.

11. That the DEPARTMENT shall have the right to inspect all books, records, accounts and other documents of the COMPANY pertaining to the work performed by it under this agreement at any time after work begins and for a period of 3 years from the date final payment has been received by the COMPANY.

12. That in the future, it becomes necessary due to highway construction or improvement to adjust or relocate utilities covered under this agreement, the DEPARTMENT does not obligate itself to participate in future payments for preliminary engineering.

IN WITNESS WHEREOF, the parties hereby have affixed their names by their duly authorized officers the day and year first above written.

DEPARTMENT OF TRANSPORTATION

DocuSigned by:
BY: Dayton Martin
39326388E05431
AREA UTILITY AGENT

ATTEST OR WITNESS

Deputy Town Clerk
(TITLE)

Town of Kill Devil Hills
(NAME OF COMPANY)

BY:

TITLE: Town Manager

N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

Form UT 16.9
08/17/2016

Construction Stakeout and Oversight

Stakeout			
Senior Land Surveyor	4	$145	$580
Survey Technician	4	$75	$300
2 Person Survey Party	24	$105	$2,520
Total			$3,400
Oversight			
Senior Consultant	138	$150	$20,700
Senior Professional Engineer	75	$145	$10,875
Total			$31,575
TOTAL			**$34,975**

****

DM

UTILITY RELOCATION AGREEMENT

NCDOT HIGHWAY WBS ELEMENT NO. 41162.2.1

TRANSPORTATION IMPROVEMENT PROGRAM NO. R-5014

COUNTY Dare

****

This agreement made this 21st **day of** Oct, 2019, **by and between the Department of Transportation, an agency of the State of North Carolina, hereinafter referred to as the DEPARTMENT, and** Town of Kill Devil Hills **Inc. hereinafter referred to as the COMPANY:**

WITNESSETH:

THAT WHEREAS, the DEPARTMENT will submit a project for construction as follows:

Water main utility relocation in preparation for NCDOT's SR 1217 (Colington Rd.) Operational-Safety Improvement Project; S.T.I.P. No. R-5014

known as route SR 1217 **in** Dare **County, North Carolina to be designated as N.C. State Highway Project and/or WBS Element** R-5014 **and, WHEREAS, the construction of said project will require certain adjustments to be made to the existing facilities of the COMPANY;**

5. That payment for all work done hereunder shall be made in accordance with the requirements of FAPG unless payment is being made pursuant to a supplemental agreement attached to and made a part of this agreement.

6. That the construction work provided for in this agreement will be performed by the method or methods as specified below:

☐ BY COMPANY'S REGULAR FORCE: The COMPANY proposes to use its regular construction or maintenance crews and personnel at its standard schedule of wages and working hours in accordance with the terms of its agreement with such employees.

☐ BY EXISTING WRITTEN CONTINUING CONTRACT: The COMPANY proposes to use an existing written continuing contract under which certain work as shown by the COMPANY's estimate is regularly performed for the COMPANY and under which the lowest available costs are developed.

☑ BY CONTRACT: The COMPANY does not have adequate staff or equipment to perform the necessary work with its own forces. The COMPANY proposes to award a contract to the lowest qualified bidder who submits a proposal in conformity with the requirements and specifications for the work to be performed as set forth in an appropriate solicitation for bids.

7. a. It is contemplated by the parties hereto that the construction of this State Highway Project will begin on or about the ___ day of _____, _____.

b. Based on the best information available at the present time to the COMPANY, indicate applicable paragraph below:

☑ Materials are available and it is expected that work will be complete prior to highway construction.

☐ All work will take place during highway construction and arrangements for said work will be coordinated with highway construction operations at preconstruction conference.

☐ Work will begin promptly upon notification by DEPARTMENT; however, it is not expected to be complete prior to highway construction. Any remaining work will be coordinated with highway construction operations at preconstruction conference.

☐ Other (Specify)

NOW, THEREFORE, in order to facilitate the orderly and expeditious relocation of the said facilities of COMPANY, the DEPARTMENT and the COMPANY have agreed as follows:

1. That the scope, description, and location of work to be undertaken by the COMPANY are as follows

Relocation of approximately 3,000 linear feet of 8-inch water main piping within NCDOT right-of-way in preparation for NCDOT's SR1217 (Colington Rd.) Operational-Safety Improvement Project; S.T.I.P. No. R-5014.

2. That any work performed under this agreement shall comply with DEPARTMENT's "POLICIES AND PROCEDURES FOR ACCOMMODATING UTILITIES ON HIGHWAY RIGHTS OF WAY" dated January 1, 1975, and such amendments thereto as may be in effect at the date of this agreement. The work to be performed by the COMPANY shall conform with Federal Highway Administration's Federal-Aid Policy Guide, Subchapter G, Part 645, Subpart A hereinafter referred to as FAPG dated December 9, 1991, and such amendments thereto as may be in effect at the date of this agreement. The provisions of said FAPG and amendments thereto are incorporated in this agreement by reference as fully as if herein set out. Any work performed under this agreement not in compliance with FAPG shall constitute unauthorized work and the DEPARTMENT shall be relieved of participating in the costs of such unauthorized work unless such work is done pursuant to a supplemental agreement attached to and made a part hereof.

3. That the COMPANY will prepare an estimate, broken down as to estimated cost of labor, construction overhead, materials and supplies, handling charges, transportation and equipment, rights of way, preliminary engineering and construction engineering, including an itemization of appropriate credits for salvage and betterments, and accrued depreciation all in sufficient detail to provide the DEPARTMENT a reasonable basis for analysis. Unit costs, such as broad gauge units of property, may be used for estimating purposes where the COMPANY uses such units in its own operations. The COMPANY will also prepare plans, sketches or drawings showing their existing facilities, temporary and permanent changes to be made with reference to the DEPARTMENT's new right of way using appropriate nomenclature, symbols, legend, notes, color coding or the like. The before mentioned estimate and plans are attached hereto and made a part hereof. The DEPARTMENT will not reimburse the COMPANY for any utility relocations or changes not necessitated by the construction of the highway project, nor for changes made solely for the benefit or convenience of the COMPANY, its contractor, or a highway contractor.

4. That the DEPARTMENT's authority, obligation, or liability to pay for relocations as set forth in this agreement is based on the COMPANY having a right of occupancy in its existing location by reason of the fee, an easement or other real property interest, the damaging or taking of which is compensable in eminent domain.

12. Periodic progress billings of incurred costs may be made by COMPANY to the DEPARTMENT not to exceed monthly intervals; however, total progress billing payments shall not exceed 95% of the approved non-betterment estimate. Progress billing forms may be obtained from the Area Utility Agent.

13. One final and detailed complete billing of all cost shall be made by COMPANY to the DEPARTMENT at the earliest practicable date after completion of work and in any event within six months after completion of work. The statement of final billing shall follow as closely as possible the order of the items in the estimate portion of this agreement.

14. That the DEPARTMENT shall have the right to inspect all books, records, accounts and other documents of the COMPANY pertaining to the work performed by it under this agreement at any time after work begins and for a period of 3 years from the date final payment has been received by the COMPANY.

15. That the COMPANY obligates itself to erect, service and maintain the facilities to be retained and installed over and along the highway within the DEPARTMENT right of way limits in accordance with the mandate of the Statute and such other laws, rules, and regulations as have been or may be validly enacted or adopted, now or hereafter.

16. That if, in the future, it becomes necessary due to highway construction or improvement to adjust or relocate utilities covered in this agreement being relocated at DEPARTMENT expense that are crossing or otherwise occupying highway right of way, the non-betterment cost of same will be that of the DEPARTMENT.

17. That if, at any time, the DEPARTMENT shall require the relocation of or changes in the location of the encroaching facilities covered in this agreement being relocated at COMPANY expense, the COMPANY binds itself, its successors and assigns, to promptly relocate or alter the facilities, in order to conform to the said requirements, without any cost to the DEPARTMENT.

18. That the COMPANY agrees to relinquish their rights in that portion of right of way vacated by their existing facilities now absorbed within DEPARTMENT right of way.

19. Proper temporary and permanent measures shall be used to control erosion and sedimentation in accordance with all local, State and Federal regulations.

20. The COMPANY agrees to comply with the environmental rules and regulations of the State of North Carolina. Violation to the NC Sedimentation Pollution Control Act, Clean Water Act, NC Coastal Management Act, or other environmental commitment outlined in the project permits may result in work stoppage, penalties and/or construction delays.

21. The COMPANY agrees to comply with Buy America. United States Codes (USC) 313 and Code of Federal Regulations 23 CFR 635.410: Requires the use of domestic steel and iron in all federally funded construction projects.

8. That the method used by the COMPANY in developing the relocation costs shall be as indicated by Paragraph (a), (b), or (c) as follows:

a. ☐ **Actual direct and related indirect costs accumulated in accordance with a work order accounting procedure prescribed by the applicable Federal or State regulatory body.**

b. ☑ **Actual direct and related indirect costs accumulated in accordance with an established accounting procedure developed by the COMPANY and approved by the DEPARTMENT.**

c. ☐ **On a lump-sum basis where the estimated cost to the DEPARTMENT does not exceed $100,000.00. Except where unit costs are used and approved, the estimate shall show such details as man-hours by class and rate; equipment charges by type, size, and rate; materials and supplies by items and price; and payroll additives and other overhead factors.**

9. Indicate if (a) or (b) is applicable:

a. ☑ **That the replacement facility is not of greater functional capacity or capability than the one it replaces, and includes no COMPANY betterments.**

b. ☐ **That the replacement facility involves COMPANY betterments, or is of greater functional capacity or capability than the one it replaces.**

10. That the total estimated cost of the work proposed herein, including all cost to the DEPARTMENT and COMPANY less any credit for salvage, is estimated to be --------- $ $549,332

The estimated non-betterment cost to the DEPARTMENT, including all cost less any credits for salvage, betterments, accrued depreciation and additional work done by the COMPANY will be ---------- DM $ ~~0~~ 549,332

The estimated cost to the COMPANY including betterments, and any additional work done by the COMPANY will be ---------- Ø DM $ ~~549,332.00~~

(The above costs shall be supported by attached estimate and plans)

11. That in the event it is determined there are changes in the scope of work, extra work, or major changes from the statement of work covered by this agreement, reimbursement shall be limited to costs covered by a modification of this agreement or a written change or extra work order approved by the DEPARTMENT.

IN WITNESS WHEREOF, the parties hereby have affixed their names by their duly authorized officers the day and year first above written.

DEPARTMENT OF TRANSPORTATION

BY: _____
AREA UTILITY AGENT

ATTEST OR WITNESS

_____, Deputy Town Clerk
(TITLE)

_____
(NAME OF COMPANY)

BY: _____

TITLE: _____

N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

ESTIMATE OF PROBABLE COSTS

Colington Road - SR1217 Water Main Improvements
Town of Kill Devil Hills
Dare County, North Carolina

Item	Quantity	Unit	Unit Cost	Unit	Item Cost
Pipe					
8" C900 PVC	3003	LF	$75.00	LF	$225,225.00
8" DIP	162	LF	$90.00	LF	$14,580.00
6" C900 PVC	40	LF	$60.00	LF	$2,400.00
2" PVC	295	LF	$35.00	LF	$10,325.00
2" Galvanized Steel	20	LF	$50.00	LF	$1,000.00
Appurtenances					
8X8 Tapping Sleeve and Valve	2	EA	$8,000.00	EA	$16,000.00
16X8 Tapping Sleeve and Valve	1	EA	$12,500.00	EA	$12,500.00
8" Gate Valve	10	EA	$1,500.00	EA	$15,000.00
6" Gate Valve	5	EA	$1,200.00	EA	$6,000.00
8" C900 PVC Stub	5	LF	$60.00	LF	$300.00
2" Ball Valve and Box	3	EA	$250.00	EA	$750.00
2" Blow Off Valve	1	EA	$400.00	EA	$400.00
Hydrant	3	EA	$3,500.00	EA	$10,500.00
Note: All bends, reducers and tees included in per LF cost of piping					
Connections					
Connect to Existing Hydrant	1	EA	$1,500.00	EA	$1,500.00
Connect to Existing WM	2	EA	$3,000.00	EA	$6,000.00
Connect to 8" PVC	1	EA	$4,000.00	EA	$4,000.00
Connect to 6" PVC	3	EA	$3,000.00	EA	$9,000.00
Connect to Existing 2" WM	1	EA	$1,500.00	EA	$1,500.00
Service connections to residences	16	EA	$1,200.00	EA	$19,200.00
Asphalt/Concrete					
Asphalt Pavement Patch	1425	SF	$60.00	SY	$9,500.00
Concrete Patch	300	SF	$8.00	SF	$2,400.00
Driveway Remove/Replace	2300	SF	$7.50	SF	$17,250.00
2' Curb and Gutter	35	LF	$40.00	LF	$1,400.00

Demolition/Abandonment

Remove Hydrant, 6" GV and 10' of branch line	2 EA	$2,000.00 EA	$4,000.00
Tree Pruning and Clearing	5800 SF	$10,000.00 LS	$10,000.00
Remove Tree	2 EA	$800.00 EA	$1,600.00
Remove 10' of 8" PVC	1 EA	$200.00 EA	$200.00
Cut Existing 8" WM and Cap	6 EA	$800.00 EA	$4,800.00
Cut Existing 6" WM and Cap	3 EA	$600.00 EA	$1,800.00
Cut Existing 2" WM and Cap	3 EA	$250.00 EA	$750.00
Relocate Existing Water Meter (2") (BY TOWN)	1 EA	$0.00	
Abandon 8" WM (per cut & plug)	6 EA	$300.00 EA	$1,800.00
Miscellaneous			
Mobilization and Bonds	1 LS	$30,000.00 LS	$30,000.00
Traffic Control	1 LS	$20,000.00 LS	$20,000.00
Restoration, Incl. Seeding, Mulch, Fertilizer, Watering	1 LS	$10,000.00 LS	$10,000.00
Replace 8" Force Main with DIP	2 LS	$3,000.00 LS	$6,000.00
Total Costs			$477,680.00
Contingency (15%)			$71,652.00
Total Estimate of Probable Costs			**$549,332.00**

Tabulation of Bids Received at: **11 a.m. on Thursday, January 16, 2020** by the Town of Kill Devil Hills, North Carolina

Project: Colington Road (SR 1217) Water Main Improvements

American Engineering
448 Viking Drive, Suite 170, Virginia Beach, VA 23452

100.0% **Percent of Engineer's Estimate ---->** 129.1% 107.9% 108.5%
92.7% **Percent of Lowest Bid ---->** 119.6% 100.0% 100.6%

Project ID: V17020

* Note: No "Waterline Costs" are entered on this project, since none of this work is being paid from KDH Water Funds.

	ITEM # and DESCRIPTION	Length/Quantity	Engineer's Post-Design Estimate				Barnhill Contracting Company, Inc.				Enviro-Tech Unlimited Construction Services, LLC				Hatchell Concrete, Inc.			
			Street & Drainage Cost	Waterline Cost *	TOTAL COST	Cost per LF/unit	Street & Drainage Cost	Waterline Cost	TOTAL COST	Cost per LF	Street & Drainage Cost	Waterline Cost	TOTAL COST	Cost per LF	Street & Drainage Cost	Waterline Cost	TOTAL COST	Cost per LF
1	Installation of approximately **3,100 LF of 8" PVC water main along Colington Road** starting approximately at the Colington Road/Bermuda Bay Blvd intersection, heading west to the Colington Road/Mustian Street intersection, turning north east to the Colington Road/Park Drive intersection, then heading north along Park Drive and turning east along W. Aviation Avenue. Also, installation of approximately **300 LF of 2" PVC water main** starting at the Colington Road/Park Drive intersection and heading east along Colington Road. Existing water main in Colington Road, Park Drive and W. Aviation Avenue will be abandoned in place; within the limits of the Colington Road right of way, all existing water mains so abandoned shall be filled with flowable fill. Concrete and asphalt work will include partial removal and construction of new driveway segments and removal and replacement of several areas of the existing multi-use path as necessary. Incidental clearing, pavement cuts/patch, reseeding and restoration, etc. is also included.	3,440	$483,893.00		$483,893.00	$140.67	$626,990.00		$626,990.00	$182.26	$520,000.00		$520,000.00	$151.16	$527,558.53		$527,558.53	$153.36
3	**Silt Fence, LF**	2,000	$8,000.00			$4.00	$5,000.00			$2.50	$10,000.00			$5.00	$7,000.00			$3.50
4	**Watering, Days**	25	$7,500.00			$300.00	$12,500.00			$500.00	$9,000.00			$360.00	$7,500.00			$300.00
6	**Total Bid**		$499,393.00	$0.00	$499,393.00	$145.17	$644,490.00	$0.00	$644,490.00	$187.35	$539,000.00	$0.00	$539,000.00	$156.69	$542,058.53	$0.00	$542,058.53	$157.58

Bid Requirements Checkoff:				
	Contractor's License Number Indicated?	✓	✓	✓
	Bid Bond Provided?	✓	✓	✓
	Minority Participation Information Provided?	✓	✓	✓
	Liability Insurance Information Provided?	✓	✓	✓
	Worker's Compensation Information Provided?	✓	✓	✓
	Receipt Acknowledged of Addendum #1?	✓	✓	✓

Total Contract:	$499,393.00	$644,490.00	$539,000.00	$542,058.53

ALLOWANCE FOR **CONTINGENCIES** AND USE OF **UNIT PRICE ITEMS** AT **0** **PERCENT** 1 = Factor (Contingencies, as needed, will be handled from Water Fund, with NCDOT reimbursement)

Engineer's Post-Design Estimate			Barnhill Contracting Company, Inc.			Enviro-Tech Unlimited Construction Services, LLC			Hatchell Concrete, Inc.		
Street & Drainage	Waterline	Total	Street & Drainage	Waterline	Total	Street & Drainage	Waterline	Total	Street & Drainage	Waterline	Total
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00

ENGINEERING COSTS, CONSTRUCTION PHASE (CONTRACT ADMINISTRATION. SURVEY STAKEOUT, SURVEY AS-BUILT DRAINAGE STRUCTURE RIMS & INVERTS)

Engineer's Post-Design Estimate			Barnhill Contracting Company, Inc.			Enviro-Tech Unlimited Construction Services, LLC			Hatchell Concrete, Inc.		
Street & Drainage	Waterline	Total	Street & Drainage	Waterline	Total	Street & Drainage	Waterline	Total	Street & Drainage	Waterline	Total
$34,975.00	$0.00	$34,975.00	$34,975.00	$0.00	$34,975.00	$34,975.00	$0.00	$34,975.00	$34,975.00	$0.00	$34,975.00
	7.00%	$34,975.00		*5.43%*	$34,975.00		*6.49%*	$34,975.00			$34,975.00

ESTIMATED **TOTAL CONSTRUCTION COST** BY PROJECT, including BASE BID, ALTERNATES marked above as "Accepted? YES," potential cost of WATER LINE ADJUSTMENTS, allowance for CONTINGENCIES & USE OF UNIT PRICE ITEMS, and CONSTRUCTION-PHASE ENGINEERING

ITEM # and DESCRIPTION	Length	Engineer's Post-Design Estimate				Barnhill Contracting Company, Inc.				Enviro-Tech Unlimited Construction Services, LLC				Hatchell Concrete, Inc.			
		Street & Drainage Cost	Water Cost	TOTAL COST	Cost per LF	Street & Drainage Cost	Water Cost	TOTAL COST	Cost per LF	Street & Drainage Cost	Water Cost	TOTAL COST	Cost per LF	Street & Drainage Cost	Water Cost	TOTAL COST	Cost per LF
	3,440	$534,368.00	$0.00	**$534,368.00**	$155.34	$679,465.00	$0.00	**$679,465.00**	$197.52	$573,975.00	$0.00	**$573,975.00**	$166.85	$577,033.53	$0.00	**$577,033.53**	$167.74
Total Bid, all costs		$534,368.00				$679,465.00				$573,975.00				$577,033.53			