



TOWN OF KILL DEVIL HILLS

Land Where Flight Began

MEMORANDUM

November 14, 2016

TO: Mayor and Board of Commissioners

FROM: Debora P. Diaz, Town Manager 

REF: New Business

2. Recommendation for bid acceptance for 2016/2017 street, drainage and right-of-way improvements project (Attached NB-2)

Plans, specifications and authorization to bid the 2016/2017 streets, drainage and right-of-way improvements project were approved by the Board of Commissioners on February 8, 2016. The project includes improvements on Mustian Street, West Clark Street, West Carlton Street, Cooke Place, Anchor Court and Schooner Court for which the details are included in Public Services Director Steve Albright's attached memorandum. Bids were received on October 27th and have since been reviewed by Staff and the Town's engineer, Pete Burkheimer of American Engineering. Staff and Mr. Burkheimer recommend award of the contract for the base bid to the lowest responsible bidder, RPC Contracting, Inc. The overall project total is estimated to not exceed \$693,006.

The bid tabulation sheet is included with the packet materials for this item.

A breakdown of costs follows:

2016/2017 Project	Streets & Drainage	Water	Total
RPC Contracting, Inc. – Base Bid	\$540,850	\$81,550	\$622,400
Contingency	\$32,451	\$8,155	\$40,606
Engineering	\$15,000	\$15,000	\$30,000
Grand Totals	\$588,301	\$104,705	\$693,006

Substantial completion is scheduled for April 11, 2017.

Staff recommends the Board of Commissioners accept the bid from RPC Contracting, Inc., and authorize the 2016/2017 streets, drainage and right-of-way improvements project to move forward by making the following motion for the Board of Commissioners to:

- Approve the contract with RPC Contracting, Inc. for 2016/2017 street, drainage, and right-of-way improvements project, as presented above, in the amount of \$622,400 and authorize its execution by the Town Manager;
- Approve the engineering services agreement with American Engineering in the total amount of \$30,000 for construction oversight services;
- Approve a 6% not-to-exceed contingency for the streets and drainage portions of the project in the amount of \$32,451; and
- Authorize expenditure of \$370,301 from the Street Capital Reserve Fund to accomplish this project (\$104,705 will be Water Fund related expenses; \$218,000 will be expended from the Powell Bill line; \$370,301 will be expended from the Streets Capital Reserve Fund, for a total of \$693,006).



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

November 14, 2016

MARCIA K. SCARBOROUGH
Administrative Services

Memorandum

ALFRED W. BURTON
Water Plant

To: Debora P. Diaz, Town Manager

WILLIAM H. WATERFIELD
Water Systems

From: Stephen F. Albright, Public Services Director

L. RANDOLPH TURNER
Streets

Subject: **Recommendation for Bid Acceptance for 2016-2017
Street, Drainage and Right-Of-Way Improvements Project**

LYNN E. LINDSEY
Solid Waste

At the February 8, 2016 meeting, the Board of Commissioners approved the design of the street, drainage and right-of-way improvements project for 2016-2017. The projects included improvements on Mustian Street, West Clark Street, West Carlton Street, Cooke Place, Anchor Court and Schooner Court as follows:

2016-2017 Street, Drainage, and Right-Of-Way Improvements Project:

Improvements will include paving and drainage in the following locations:
W. Clark Street (US 158 to Swan including portions of water main)
Mustian Street (pavement overlay, widening and drainage)
W. Carlton Street (US 158 to Mustian including pavement overlay)
Cooke Place (First Street to end including pavement overlay)
Anchor Court (Landing to end including pavement overlay)
Schooner Court (Landing to end including pavement overlay)

On October 27, 2016 bids were received for this project and reviewed by the Town's engineer, Pete Burkheimer and staff. Please find the attached recommendation of award from Mr. Burkheimer along with the bid tabulation for the project. Staff concurs with Mr. Burkheimer's recommendation that the low bidder, RPC Contracting, Inc. is awarded the contract.

A breakdown of the construction related costs is included below:

2016-2017 Project – W. Clark Street, Mustian Street, W. Carlton Avenue, Anchor Court, Schooner Court, and Cooke Place	Base Bid		
	Streets & Drainage	Water	Total
RPC Contracting, Inc. – Base Bid	\$540,850	\$81,550	\$622,400
Contingency	\$32,451	\$8,155	\$40,606
Engineering	\$15,000	\$15,000	\$30,000
Grand Totals	\$588,301	\$104,705	\$693,006

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

- Approve the contract with RPC Contracting, Inc. for 2016-2017 Street, Drainage, and Right-Of-Way Improvements Project in the amount of \$622,400.00, and authorize its execution by the Town Manager;
- Approve the engineering services agreement with American Engineering in the total amount of \$30,000 for construction oversight services;
- Approve an 6% not-to-exceed contingency for the streets and drainage portions of the project in the amount of \$32,451; and
- Authorize expenditure of \$370,301 from the Street Capital Reserve Fund (\$104,705 will be Water Fund related expenses; \$218,000 will be expended from the Powell Bill line; \$370,301 will be expended from the Streets Capital Reserve Fund, for a total of \$693,006).



November 1, 2016

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

By e-mail; original will follow by mail

Subject: **Project ID V16020 "J" – 2016/17 Project: W. Clark Street, Mustian Street, W. Carlton Avenue, Anchor Court, Schooner Court, and Cooke Place Street, Drainage and Water Improvements: RECOMMENDATION OF AWARD**

Dear Mr. Albright:

At 10:00 a.m. on Thursday, October 27, 2016, 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 only two (2) prospective bidders attend the October 4 mandatory pre-bid meeting. So, we re-advertised the project in an effort to attract more bidders. We also scheduled a second pre-bid meeting, on October 20, for any additional bidders; but none attended. (A third bidder, Triangle Grading & Paving of Burlington, with an office in Wilmington, indicated interest and an intention to appear at the second pre-bid meeting, but did not do so and did not bid). Thus, two prospective bidders met the requirement of having attended a mandatory pre-bid meeting: RPC Contracting, Inc. and Barnhill Contracting Company.
2. At the October 27 bid, only one bid was received, from RPC Contracting, Inc. This bid 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 bid was opened and read aloud.
3. Discussion with Barnhill Contracting Company's representative indicated that they declined to bid for two reasons:
 - a. The last six weeks of the Contract Time on this project, ending April 11 and being the window in which our project would be paved, coincided with the timing of a large amount of NCDOT paving work they were committed to. They were concerned about their ability to meet all those commitments, including ours, within the required times.

- b. They also had some concerns about our contract requirements and procedure on watering freshly-seeded areas near the end of the job. While our practices over the last couple of years have produced better results, Barnhill had some useful suggestions which we are seriously considering for future projects.

Overall, we expect Barnhill to be back at the table for our next round of streets and drainage improvement work.

4. The Low (and only) Bidder for the project is **RPC Contracting, Inc.**, whose Total Bid was \$622,400.00.
5. This is a good bid. Compared to our Engineer's Estimate for the Total Bid, of \$640,000.00, RPC's low bid was 2.7% lower. As noted in previous award recommendation letters, due to the slowly but steadily improving overall economic climate, prices for work are a bit higher than in the recession years, but not excessively so.
6. There were no additive or deductive Alternates in this bid.
7. We recommend award of the contract for **2016/17 Streets Project: W. Clark Street, Mustian Street, W. Carlton Avenue, Anchor Court, Schooner Court, and Cooke Place Street, Drainage and Water Improvements** to **RPC Contracting, Inc.** in amount of **\$622,400.00**. For funding purposes, this is split \$540,850.00 for street and drainage work and \$81,550.00 for water system work.
8. This is a lump sum contract. The work is relatively simple in nature and we believe that a 6% contingency is appropriate for the streets and drainage work. We typically use less than half the contingency allowance on our projects, but it is there for the times when unforeseen conditions require it. 6% of the recommended award results in a proposed contingency allowance amount of **\$32,451.00** for streets and drainage. Applying the same 6% to the water component would, in our judgment, result in too small of a contingency allowance, so we recommend **10%** of the water component of \$81,550.00, or **\$8,155.00**. This results in a total recommended contingency allowance of **\$40,606.00**.
9. We have separately furnished our proposal for this project, dated November 1, 2016 for construction phase services in the amount of **\$30,000.00**. This is split \$15,000.00 for street and drainage work and \$15,000.00 for water system work. This amount is consistent with the medium size of this project and the involvement of considerable water line work, with more reporting and certifications to NCDENR/Public Water Supply section. We recommend and request that the Board of Commissioners approve this proposal for professional services.
10. The resulting total amount of funding required for the total project is thus **\$693,006.00** (\$588,301.00 streets and drainage, \$104,705.00 water).

11.If the Board sees fit to award the project, we contemplate a First Day of the Contract Time of Monday, **November 28, 2016**. With the Contract Time being 135 days, this would set the Required Date of Substantial Completion at Tuesday, **April 11, 2017**. There are no intermediate milestones for this contract. This would likely result in paving occurring in late March or early April, as noted above. In the event that prolonged cold and/or wet weather happened to set in around that time frame, we have provisions to provide weather-related time extensions.

We appreciate the continuing opportunity to be of service to Kill Devil Hills. Please let me know if there are any questions regarding this information.

Sincerely,



Walton P. Burkheimer Jr., P. E.
Chief Engineer – Virginia Beach
American Engineering Associates – Southeast, PA

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



November 1, 2016

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

By e-mail; original will follow by mail

Subject: **Project ID V16020 "J" – 2016/17 Streets Project: W. Clark Street, Mustian Street, W. Carlton Avenue, Anchor Court, Schooner Court, and Cooke Place Street, Drainage and Water Improvements**

Dear Mr. Albright:

American Engineering is pleased to provide this proposal for services during the Construction Phase of this project, for which bids are to be opened this week.

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 storm drainage structures and other key elevations.

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

Differing from previous projects, general field oversight will be performed by your staff; we will be available for telephonic consultation as needed and will be present for and will conduct preconstruction meetings, project-site meetings (every 1-2 weeks) and pre-final and final inspections.

Including the project meeting, generally held weekly, we see a total weekly 7.5 hours of a blend of Principal (me) and Senior Engineer (Edgar Castillo), for 20 of the 26 weeks and 2 hours per week for the other 6.

2016/17 Street, Drainage & Water Improvements Project			
Staff Classification	Rate	Hours	Extension
Principal @ ___/hr	\$160.00	100	\$16,000.00
Senior Engineer @___/hr	\$140.00	62	\$8,680.00
Survey Party @___/h	\$120.00	32	\$3,840.00
CADD Operator @ ___/hr	\$65.00	24	\$1,560.00
Subtotals, Estimated Fees by Hours:			\$30,080.00
Lump Sum Fees:			\$30,000.00
Water Portion: \$15,000.00		Street & Drainage Portion:	\$15,000.00

Work not covered within the scope outlined above shall be performed at our hourly rates. The following hourly rates will govern all work through the period of this proposal (through June 30, 2017, unless otherwise mutually agreed.)

Hourly Rates:

Principal (Walton P. Burkheimer, Jr.)	\$160.00
Senior Engineer, Land Surveyor, Landscape Architect.....	\$135.00
Engineer, Land Surveyor, Landscape Architect.....	\$100.00
Designer.....	\$80.00
4 Person Survey Party.....	\$135.00
3 Person Survey Party.....	\$115.00
2 Person Survey Party/Party Chief with Robotic Instrument.....	\$100.00
Surveying Technician	\$70.00
CADD Operator.....	\$60.00
Field Representative.....	\$45.00
Clerical	\$40.00

Reimbursable Expenses:

Expenses incurred solely on behalf of these projects are considered reimbursable expenses and will be invoiced as such. Reimbursable expenses are generally invoiced at their cost with no markup other than the applicable taxes or vendor imposed surcharges. Almost all printing and copying are done in-house and are invoiced at the unit rates specified. The reimbursable expenses I anticipate will be incurred on these projects are:

Copies of maps, plats, deeds, plans, data, etc.....	cost
Long distance/Conference phone calls.....	cost
Overnight delivery (UPS, FedEx).....	cost
Mileage.....	
Federal reimbursement rate	
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 of materials & labor
Printing/copying/mounting by others	cost
Electronic copies of drawing files prepared at our hourly rates; requires recipient to sign release form	

Payments:

We are extending credit to you for these projects under the following and foregoing terms, to which you agree. We will prepare invoices on the 25th of each month for services performed from the 21st of the previous month to the 20th of the current month. Billing will be based on the percent complete of each task described above, multiplied by the fee for each task, less any previous billings. Any services being performed on an hourly billing basis, including additional services, will be billed on a separate Hourly Services invoice. All services performed on an hourly billing basis will be itemized on that invoice.

These invoices are due and payable upon presentation and are considered past due after 30 days. A late fee of 1.5% per month (18% per year) may be applied to past due invoices. In the event that legal proceedings are required to collect unpaid invoices, you agree to be responsible for our reasonable attorney's fees and other expenses related to the proceedings, in addition to all amounts due and late fees. We specifically reserve the right to stop work on these projects for non payment of our invoices.

Insurance:

American Engineering Associates – Southeast, PA is protected by Commercial General Liability Insurance, Automobile Liability and Physical Damage Insurance, Professional Liability Insurance, and Workers Compensation Insurance. We will furnish you certificates of insurance upon request. We agree to hold you harmless from all loss, damage, injury or liability arising directly from the negligent acts or omissions of American Engineering Associates – Southeast, PA, its employees and agents but only to the extent that the same is actually covered and paid under the forgoing policies of insurance.

Termination:

Either you or we may terminate this agreement in the event of substantial failure by the other party to perform in accordance with its terms through no fault of the terminating party upon written notice to the other party at least seven (7) days prior to the date of termination. In the event of any termination you will pay me for all services rendered to the date of termination, all reimbursable expenses and any costs associated with terminating the project. Upon payment of all fees owed, we will provide to you plans, specifications, surveys, reports, studies or other instruments of service we have prepared for you under the terms of this agreement. You agree to hold harmless, indemnify, and defend me from and against any and all claims, liabilities, losses damages and costs, including but not limited to costs of defense arising out of the modification, misinterpretation, or misuse of these instruments of service in the completion of this work by others.

The fees quoted in this proposal are offered for sixty days, after which time we reserve the right to revise the fees offered. Should our services on these projects extend beyond June 30, 2016, we reserve the right to renegotiate our fees for the work remaining to be completed.

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. Burkholder, Jr., P. E.
Chief Engineer, Virginia Beach

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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: _____