



2064

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 # 20100647

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


(ENGINEER initials)

THIS CONTRACT is made and entered into this the 12th day of April, 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 Bissell Professional Group ("BPG"), Inc., P O Box 1068, Kitty Hawk, NC 27949 (hereinafter referred to as "ENGINEER"), party of the second part.

1. SERVICES TO BE PROVIDED AND AGREED CHARGES

The services and/or material to be furnished under this contract (hereinafter referred to collectively as "SERVICES") and agreed charges are as follows:

To furnish engineering services for research, surveying, design and plan preparation for the "Town of Nags Vista Colony West Subdivision Drainage Improvement Project", in accordance with ENGINEER'S scope of services and cost proposal, dated February 18, 2010 (copy attached). Tasks include research of property lines and right-of way information, surveying and drafting services, and engineering design and construction document preparation.

Total contract price is \$10,450.00 (Ten Thousand Four Hundred Fifty dollars and no cents). Price is in accordance with ENGINEER's proposal, dated February 18, 2010 (copy attached).

It is mutually agreed by and between the TOWN and ENGINEER that work under this contract will commence no later than April 13, 2010 and the contract completion date shall be June 30, 2010 with time being of the essence. If ENGINEER fails to complete work under this contract by June 30, 2010, 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 \$ 100.00 as liquidated damages for every day's delay in finishing the work in excess of the completion date prescribed; and the ENGINEER hereby agrees that said sum shall be deducted from monies due the ENGINEER under the contract or, if no money is due, the ENGINEER hereby agrees to pay 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

Work under the **Vista Colony West Subdivision Project** consists of all necessary engineering and surveying services related to the review and design of the proposed drainage improvements along W. Lost Colony Drive and W. Albemarle Drive beginning from the intersection of Meekins Ave. westward for approximately 1,200 linear feet, in the Township of Nags Head, Dare County, North Carolina.

3. TERM OF CONTRACT

The term of this CONTRACT for SERVICES is from April 12, 2010 to July 15, 2010. 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 ENGINEER

The TOWN agrees to pay at the rates specified for SERVICES satisfactorily performed in accordance with this contract. Unless otherwise specified, the ENGINEER 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. The project, as bid, will be paid on a unit price basis. Invoices will be prepared on the basis of actual hours of work expended by each participant – i.e. Project Manager, Design Engineer, Surveying Crew, GIS Specialist, etc.

5. INDEPENDENT ENGINEER

Both the TOWN and the ENGINEER agree that the ENGINEER shall act as an independent ENGINEER and shall not represent itself as an agent or employee of the TOWN for any purpose in the performance of the ENGINEER'S duties under this contract. Accordingly, the ENGINEER shall be responsible for payment of all Federal, State and local taxes arising out of the ENGINEER'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 ENGINEER is acting as an independent ENGINEER and shall perform SERVICES in accordance with currently approved methods and practice in the

ENGINEER'S professional capacity and in accordance with the standards of applicable professional organizations and licensing agencies.

6. INSURANCE AND INDEMNITY

The ENGINEER 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 ENGINEER shall be fully responsible to the TOWN for the acts and omissions of its sub-Engineers and of persons either directly or indirectly employed by it, as the ENGINEER is for the acts and omissions of persons directly employed by it.

In addition, the ENGINEER 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 ENGINEER is excluded from the requirements of such Act and does not voluntarily carry workers' compensation coverage, the ENGINEER 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 ENGINEER agrees to furnish the TOWN proof of compliance with said Act or adequate medical/accident insurance coverage upon request.

The ENGINEER 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 ENGINEER shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the services. The ENGINEER 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 services and other persons who may be affected thereby.

8. NON-DISCRIMINATION IN EMPLOYMENT

The ENGINEER shall not discriminate against any employee or applicant for employment because of age, sex, race, creed, or national origin. The ENGINEER 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 ENGINEER 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 ENGINEER 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 ENGINEER agree to the above contract.

Witnessed or Attested By:

Carolyn Myrland



TOWN OF NAGS HEAD

By: [Signature]

Title: Town Manager

Date: 4-16-10

Dennis Abisail

Corporate Seal:

ENGINEER

By: [Signature]

Printed Name: MARK S BICHAL

Title: PRESIDENT

Date: 4-15-10

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

[Signature]
Finance Officer

APPROVED AS TO FORM AND LEGAL SUFFICIENCY.

[Signature]
TOWN ATTORNEY

April 9, 2010



The Coastal Experts

Cliff Ogburn
Town Manager
Town of Nags Head
P.O. Box 99
Nags Head, NC 27959

Proposal for Professional Surveying & Engineering Services

Dear Mr. Ogburn:

Bissell Professional Group is pleased to submit this proposal to provide engineering & surveying services related to the following project:

"Vista Colony West Subdivision-- Drainage Improvement Project"

Background

This proposal encompasses providing engineering and surveying services related to the review and design of the proposed drainage improvements along W. Lost Colony Drive and W. Albemarle Drive beginning from the intersection of Meekins Ave. westward for approximately 1,200 l.f. in the Township of Nags Head, Dare County, North Carolina.

The items described below outline the specific objectives that will be included in the scope of this proposal:

Scope of Professional Services

In an effort to mitigate the existing drainage issues that currently exist along W. Lost Colony Drive and W. Albemarle Drive, it is our understanding that the Town of Nags Head would like to proceed with the design of a right-of-way drainage collection and conveyance system with a potential outlet to an infiltration basin to be sited on the eastern extents of the current dba Britthaven of OuterBanks property. The collection and conveyance system will consist of a combination of vegetative roadway swales and a discrete pipe collection network aligned parallel to the W. Lost Colony Drive and W. Albemarle Drive right-of-way margins. Based upon preliminary calculations, it appears that the land disturbance activities associated with the proposed drainage improvement construction will exceed the 1.0 acre threshold as prescribed within the requirements of the NC Sedimentation Control Law, thus necessitating a state permit. Typically, an NCDENR Stormwater Management Permit Application would be required in association with this permit, but due to the fact that no increase in impervious coverage is being proposed with this application and that the proposed stormwater controls are equal or better than what currently exists, a permit exclusion is applicable for this project in accordance with Senate Bill 1967 Section 2(d). The items described below outline the specific objectives that will be included in the scope of this proposal as it applies to each phase of development;

Objectives:

- Acquire field data to establish tributary drainage area and document existing ground conditions.
- Preparation of stormwater management calculations as per chapter 34, Stormwater Management, Town of Nags Head Code of Ordinances.
- Prepare the following construction documentation, consisting of the following:
 - Existing site features plan;
 - Construction Plan & Profile View preparation of the scheduled drainage improvements;

P.O. Box 1068 ■ 3512 N. Croatan Hwy. ■ Kitty Hawk, NC 27949
252-261-3266 ■ Fax: 252-261-1760 ■ E-mail: bpg@bissellprofessionalgroup.com

- Prepare associative construction/installation details and component specifications.
- Design Administration preparation and provision of an Opinion of Probable Construction Costs.
- Preparation of a Financial Responsibility Agreement application in accordance with NCDENR - Division of Land Resources guidelines. (Estimated permit fee \$130 @ \$65/ac. of disturbance)
- Preparation of an Erosion & Sediment Control Plan with supporting documentation describing preventative management techniques and measures to accompany the proposed land disturbing activities.

Deliverables

All documentation will be delivered in hard copy and/or electronic formats in the quantities outlined by the Town of Nags Head and the State of North Carolina. Deliverables will be compatible with industry standard software including Microsoft Office Products (Word, Excel, Access, Microsoft Project), Adobe Acrobat or AutoCAD format as required.

Deliverables will include:

- Engineered Design Documents
- Opinion of Probable Construction Costs

Professional Services Fees

- A proposed fee schedule for the above list of tasks are broken out as follows;

Type of Service	Fee Amount	Fee Based On
Engineering Design Phase:		
Professional Engineering Design Services:	\$4,350	Lump Sum
Professional Engineering Permit Services:	\$600	Lump Sum
Administrative Services:	\$500	Lump Sum
Engineering Design Sub-Total:	\$5,450	Lump Sum
Survey Phase:		
Acquire Field Data and prepare Existing Site Conditions Plan:	\$5,000	Lump Sum
Survey Phase Sub-Total:	\$5,000	
Total Estimated Fees	\$10,450	Lump Sum

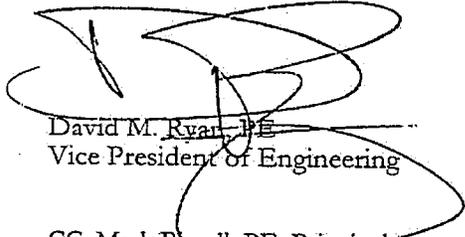
Excluded Design Services

Excluded from the Engineering Design Phase fee schedule, but available as coordinated additional services either from BPG or from adjunct consultants, may include the following (but not limited to): Professional consultant services, printing (in excess of 10 plan sets), mileage (in excess of 3 trips), boundary or easement plat preparation, state permit preparation and review outside of what is described hereon, permit fees, overnight delivery, construction administration, construction staking, construction record drawings, etc., which are billed at our standard rates.

If this proposal is acceptable, please sign the attached agreement where indicated and return one signed copy for our file so that we may commence work. We look forward to working with you on this drainage improvement project. We are available to answer any questions which may arise as the decision-making process moves forward.

Sincerely yours,

BISELL PROFESSIONAL GROUP



David M. Ryan, PE
Vice President of Engineering

CC: Mark Bissell, PE, Principal
Pamela Rogers, Controller

AGREED TO AND ACCEPTED BY:

Cliff Ogburn-Town of Nags Head Manager

BY ITS: _____
Authorized Representative

DATE: _____



04/13/2010 14:14
costellk

TOWN OF NAGS HEAD

PG 1
poinquiry

PURCHASE ORDER

20100647-00 FY 2010

BILL TO

VENDOR

BISSELL PROFESSIONAL GROUP, INC.

P O BOX 1068

KITTY HAWK, NC 27949

Tel# 252-261-3266
Fax# 252-261-1760

Requisition
763

SHIP TO

PUBLIC WORKS % KAREN COSTELLO
2200 LARK AVE

NAGS HEAD, NC

27959

DATE ORDERED	VENDOR NUMBER	DATE REQUIRED	FREIGHT METHOD/TERMS	DEPARTMENT/LOCATION
04/13/10	001606			Public Works Administration

LN	DESCRIPTION	QTY	UOM	UNIT PRICE	NET PRICE
001	FOR ENGINEERING DESIGN PHASE PHASE AND SURVEY PHASE OF THE VISTA COLONY WEST SUBDIVISION-DRAINAGE IMPROVEMENT PROJECT. AS PER PROPOSAL DATED 2-18-10 AND CONTRACT.	1.0	Each	10450.000	10,450.00

PO TOTAL 10,450.00

** END OF REPORT - Generated by Karen Costello

tyler
tyler