



853

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 # 20100220

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


(ENGINEER initials)

THIS CONTRACT is made and entered into this the 23rd day of September, 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 Finch St. Road Widening Project" and "Finch St. Drainage Improvement Project", in accordance with ENGINEER'S scope of services and cost proposals, dated September 8, 2009 & September 21, 2009, respectively (copies 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 \$6,700.00 (Six Thousand Seven Hundred dollars and no cents). Price is in accordance with ENGINEER'S proposals, dated September 8, 2009 and September 21, 2009 for the Finch St. Roadway Widening Project (\$4,600.00) and the Finch St. Drainage Improvement (\$2,100.00) (copies attached).

It is mutually agreed by and between the TOWN and ENGINEER that work under this contract will commence no later than September 28, 2009 and the contract completion date shall be October 16th, 2009 with time being of the essence. If ENGINEER fails to complete work under this contract by October 16th, 2009, 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 **Finch St. Roadway Widening Project** consists of all necessary engineering and surveying services related to the design of the proposed roadway widening project scheduled along the length of the existing Finch St. roadway right-of-way located in the township of Nags Head, Dare County, North Carolina.

Work under the **Finch St. Drainage Improvement Project** consists of all necessary engineering and surveying services related to the design of the proposed drainage improvements in the proximity of the intersection of Finch Street and the southern ingress/egress drive currently servicing the Reef retail store located in the township of Nags Head, Dare County, North Carolina.

3. TERM OF CONTRACT

The term of this CONTRACT for SERVICES is from September 28, 2009 to October 30, 2009. 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.

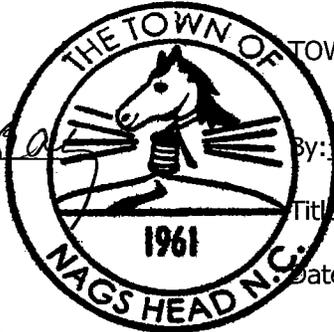
11. CONTRACT DOCUMENTS/AMENDMENTS

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:



Michelle A. [Signature] By: [Signature]
Title: Town Manager
Date: 9-24-09

[Signature]
Corporate Seal:

ENGINEER

By: [Signature]

Printed Name: MARK S. BISSELL

Title: PROSINELP

Date: 9-23-09

"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

September 21, 2009



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:

"Finch St.- Drainage Improvement Project"

Background

This proposal encompasses providing engineering and surveying services related to the design of the proposed drainage improvements in the proximity of the intersection of Finch Street and the southern ingress/egress drive currently servicing the Reef retail store located 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

It is our understanding that the proposed drainage measures will consist of (2) drop inlet structures with connecting interceptor drain to be located along the southern Finch St. right-of-way margin for cross connection to the existing subsurface drainage network currently located along the northern Finch St. right-of-way margin. This design will also include a slotted drain to be located within the Reef retail store driveway in an effort to intercept rainfall runoff. It is also the intent to include provisions for those improvements schedule for the roadway widening of Finch Street as well as account for any potential subsurface utility conflict. 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;
 - Prepare associative construction/installation details and component specifications.
- Design Administration preparation and provision of an Opinion of Probable Construction Costs.

Deliverables

All documentation will be delivered in hard copy and/or electronic formats in the quantities outlined by 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
- Stormwater Management Calculations

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 Services Completed to Date:	\$1,478.50	Total amount paid to date
Initial Investigation & Opinion Letter:	\$467.50	Services rendered & paid
Opinion of Probable Costs:	\$151.25	Services rendered & paid
Driveway Slotted Drain Design Concept:	\$859.50	Services rendered & paid
Professional Engineering Services:	\$800	Lump Sum
Administrative Services:	\$100	Lump Sum
Engineering Design Sub-Total:	\$900	Lump Sum
Survey Phase:		
Acquire Field Data and prepare Existing Site Conditions Plan:	\$1,200	Lump Sum
Survey Phase Sub-Total:	\$1,200	
Total Estimated Fees	\$2,100	Lump Sum

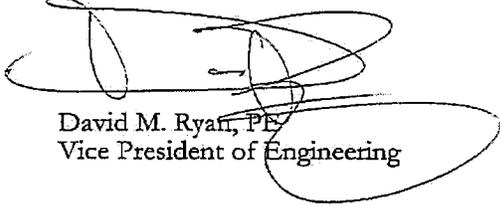
Excluded Design Services

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), 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,

BISSELL PROFESSIONAL GROUP



David M. Ryan, PE
Vice President of Engineering

AGREED TO AND ACCEPTED BY:

Cliff Ogburn-Town of Nags Head Manager

BY ITS: _____
Authorized Representative

DATE: _____

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

September 8, 2009



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:

“Finch St.– Roadway Widening Project”

Background

This proposal encompasses providing engineering & surveying services related to the design of the proposed roadway widening project scheduled along the length of the existing Finch St. roadway located 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

It is our understanding that the proposed improvements will consist of expanding the existing variable width asphalt roadway section to a uniform width of 24 feet extending from U.S. Hwy. 158 to South Virginia Dare Trail. Items for consideration in support of the proposed roadway widening will include transitioning to the adjoining driveway connections in conjunction with provisions of an asphalt surface overlay. 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 along the length of Finch St. and document existing ground conditions.
- Prepare the following construction documentation, consisting of the following:
 - Existing site features plan;
 - Construction Plan & Profile View preparation of the scheduled roadway improvements;
 - Prepare associative construction/installation details and component specifications.
- Design Administration preparation and provision of an Opinion of Probable Construction Costs.

Deliverables

All documentation will be delivered in hard copy and/or electronic formats in the quantities outlined by 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 Services Completed to Date:	\$151.25	Total amount paid to date
Opinion of Probable Costs:	\$151.25	Services rendered & paid
Professional Engineering Services:	\$1,000	Lump Sum
Administrative Services:	\$100	Lump Sum
Engineering Design Sub-Total:	\$1,100	
Survey Phase:		
Acquire Field Data and prepare Existing Site Conditions Plan:	\$3,100	Lump Sum
Deed Research Services:	\$400	Lump Sum
Survey Phase Sub-Total:	\$3,500	
Total Estimated Fees	\$4,600	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), 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 roadway widening 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, P.E.
Vice President of Engineering

CC: Pamela Rodgers, Controller
Mark Bissell, P.E., Principal

AGREED TO AND ACCEPTED BY:

Cliff Ogburn-Town of Nags Head Manager

BY ITS: _____
Authorized Representative

DATE: _____

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costellk

TOWN OF NAGS HEAD
PO INQUIRY PROFILE REPORT

Purchase Order Type Normal Fiscal Yr 2010 03 PO# 20100220
 Batch 41 PO Date 09/24/2009
 Requisition 00000252
 Department Code 530 Public Works Facilities Maint
 Allocation Code 0000
 Review Code
 Buyer ID wrightv Vicky Wright
 Needed By Date
 General Commodity
 Vendor 001606 BISSELL PROFESSIONAL GROUP, INC.
 Work Order 000000000
 Activity P O BOX 1068
 KITTY HAWK, NC 27949
 Ship To Address 33 DOUG HUFF-PUBLIC WORKS
 TOWN OF NAGS HEAD
 2200 LARK AVE
 NAGS HEAD, NC 27959

 Ship To Reference
 Shipping Method
 Bill To Address 99
 PO Description FINCH STREET WORK ENGINEERING
 Special Handling None Status Posted Distribution 1

 Total PO Amount \$6,700.00
 Liquidated \$ 0.00
 Canceled \$ 0.00
 Open Encumbrance \$6,700.00

Line Item Details

Line 001	Commodity					
Req	252	Qty	1.0	UOM	Each	Unit Price 6700.00000
% Disc	0.00	Credit		0.00	Freight	0.00

					Line Item Total	\$6,700.00
Qty Received		0.0			Liquidated	\$ 0.00
Qty Canceled		0.0			Canceled	\$ 0.00
					Line Item Open Encumbrance	\$6,700.00

Description
 Finch St. Drainage Improvement Project and
 Finch St. Roadway Widening Project
 Engineering Costs.

Department 530 1099 Box Fixed Asset N Needed By
 Quote Bid
 Ship To Address 33 DOUG HUFF-PUBLIC WORKS
 TOWN OF NAGS HEAD
 2200 LARK AVE
 NAGS HEAD, NC 27959

Ship To Reference

Allocation Details

Org	Obj	Proj	Description	Encumbered Amt	Bud
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costellk

TOWN OF NAGS HEAD
PO INQUIRY PROFILE REPORT

570	577300	CAPITAL OUTLAY OTH	\$4,600.00	U
		Liquidated	\$ 0.00	
		Canceled	\$ 0.00	
		Allocated Open Encumbrance	\$4,600.00	
620	544500	CONTRACTED SERVICE	\$2,100.00	U
		Liquidated	\$ 0.00	
		Canceled	\$ 0.00	
		Allocated Open Encumbrance	\$2,100.00	

** END OF REPORT - Generated by Karen C