



Robert C. Edwards
Mayor

Susie Walters
Mayor Pro Tem

Cliff Ogburn
Town Manager

M. Renée Cahoon
Commissioner

John Ratzenberger
Commissioner

Marvin Demers
Commissioner

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

NORTH CAROLINA
DARE COUNTY

SERVICE CONTRACT
PURCHASE ORDER # 15-02310

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


(CONTRACTOR initials)

THIS CONTRACT is made and entered into this the 4th day of March 2015, 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 American Engineering Associates- Southeast, PA, Inc. 3351 Stoneshore Rd. VA Beach, Virginia 23452, (hereinafter referred to as "CONTRACTOR"), party of the second part. 

1. SERVICES TO BE PROVIDED AND AGREED CHARGES

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

To furnish all work required to conduct an Existing Drainage Condition Survey for the E. 8th St./West 8th St. Project **in accordance with Request for Proposals entitled "Existing Drainage Condition Surveying Services for East 8th St./West 8th St. Roadway and Drainage Improvements Project", as prepared by Town of Nags Head dated February 5, 2015.**

Total contract price is not to exceed \$ 7,400.00 (Seven Thousand Four Hundred Dollars and no Cents). Price is in accordance with CONTRACTOR's Proposal, dated February 17, 2015 (copy attached and incorporated by reference).

It is mutually agreed by and between the TOWN and CONTRACTOR that work under this contract will commence March 4, 2015. The contract completion date shall be April 17, 2015 with time being of the essence. If CONTRACTOR fails to complete work under this contract by April 17, 2015 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 sum of \$100.00 per day shall be due from CONTRACTOR, as liquidated damages for every day's delay

in finishing the work in excess of the completion date prescribed; and the CONTRACTOR hereby agrees that said sum shall be deducted from monies due the CONTRACTOR under the contract or, if no money is due the CONTRACTOR hereby agrees to pay to the TOWN as liquidated damages, and not by way of penalty, such total sum as shall be due for such delay computed aforesaid.

2. DESCRIPTION OF PROJECT

Phase 1 : The work shall be conducted along the street lengths described spanning to the intersections of the streets noted in parenthesis. The defined project areas are as follows; E. Eighth St. (S. Croatan Hwy. to S. Virginia Dare Trail), Wrightsville Ave. (E. Eighth St. to Ario St.), Memorial Ave. (E. Eighth St. to E. Ario St.), E Ario St. (Wrightsville Ave. to Memorial Ave.)

Phase 2 : The work shall be conducted along the street lengths described spanning to the intersections of the streets or locations noted in parenthesis. The defined project areas are as follows;

W. Eighth St. (S. Croatan Hwy. to Pond Ave.), Pond Ave. (W. Eighth St. to approximately 500' south of the Eighth St./Pond Ave. intersection), Lark St. (W. Eighth St. to approximately 500' south of the Eighth St./Lark Ave. intersection)

The following tasks shall be accomplished in conjunction with Phases 1-2;

- Establish horizontal and vertical control.
- Locate surface detail including signs, utility poles, driveways, isolated trees with species and sizes, fences, walks, mail boxes, etc.
- Locate pavement centerline, edge of pavement, shoulders, sidewalks, etc., (not to exceed 25' intervals).
- Coordinate and locate existing underground utilities in the proximity of the project area.
- Locate existing ground cross sections at driveways, walkways and critical locations.
- Locate and survey the right-of-way margins along Eighth St., portion of Memorial Ave, portion of Wrightsville Ave, portion of Ario St., portion of Pond Ave. and portion of Lark St.
- Survey existing swale/ditch cross sections at intervals not to exceed 25'. This shall include top of bank and swale flow line.
- Survey storm drain pipe material, size, rim, grate, and invert elevations of structures.

3. TERM OF CONTRACT

The term of this CONTRACT for SERVICES is from March 4, 2015 until the obligations of the CONTRACT are fulfilled and accepted by the TOWN pursuant to its terms or until the CONTRACT is terminated pursuant to its terms. Either party may nonetheless cancel this CONTRACT on thirty (30) days written notice to the other party by certified mail or personal delivery. This CONTRACT is subject to the availability of funds to purchase the specified SERVICES and may be terminated at any time if such funds become unavailable.

Notwithstanding provisions of this Section 3 to the contrary, the following shall survive the termination of this CONTRACT: any provision in Section 1 regarding liquidated damages; the provisions of Section 6 regarding indemnity; and the provisions of Section 10.

4. PAYMENT TO CONTRACTOR

The TOWN agrees to pay at the rates specified for SERVICES satisfactorily performed in accordance with this contract. Unless otherwise specified, the CONTRACTOR shall submit an itemized invoice to the TOWN by the end of the month in which SERVICES are completed. Payment will be processed promptly upon receipt and approval by the TOWN of the invoice.

5. INDEPENDENT CONTRACTOR

Both the TOWN and the CONTRACTOR agree that the CONTRACTOR shall act as an independent contractor and shall not represent itself as an agent or employee of the TOWN for any purpose in the performance of the CONTRACTOR'S duties under this contract. Accordingly, the CONTRACTOR shall be responsible for payment of all Federal, State and local taxes arising out of the CONTRACTOR'S activities in accordance with this contract, including by way of illustration but not limitation, Federal and State income tax, Social Security tax, Unemployment Insurance taxes, and any other taxes or business license fees as required.

In performing the SERVICES, the CONTRACTOR is acting as an independent contractor and shall perform SERVICES in accordance with currently approved methods and practice in the CONTRACTOR'S professional capacity and in accordance with the standards of applicable professional organizations and licensing agencies.

6. INSURANCE AND INDEMNITY

The CONTRACTOR shall indemnify and save harmless the TOWN, its agents and employees from and against all actions, liability, claims, suits, damages, cost or expenses of any kind which may be brought or made against the TOWN or which the TOWN must pay and incur by reason of or in any manner resulting from injury, loss or damage to persons or property resulting from negligent performance of or failure to perform any of its obligations under the terms of this CONTRACT.

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

In addition, the CONTRACTOR shall comply with the North Carolina Worker's Compensation Act and shall provide for the payment of workers' compensation to its employees in the manner and to the extent required by such Act. In the event the CONTRACTOR is excluded from the requirements of such Act and does not voluntarily carry workers' compensation coverage, the CONTRACTOR shall carry or cause its employees to carry adequate medical/accident insurance to cover any injuries sustained by its employees or agents during the performance of SERVICES.

The CONTRACTOR agrees to furnish the TOWN proof of compliance with said Act or adequate medical/accident insurance coverage upon request.

The CONTRACTOR upon request by the TOWN shall furnish a Certificate of Insurance from an insurance company, licensed to do business in the State of North Carolina and acceptable to the TOWN verifying the existence of any insurance coverage required by the TOWN. The Certificate will provide for sixty (60) days advance notice in the event of termination or cancellation of coverage.

7. HEALTH AND SAFETY

The CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. The CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees from the work and other persons who may be affected thereby.

8. NON-DISCRIMINATION IN EMPLOYMENT

The CONTRACTOR shall not discriminate against any employee or applicant for employment because of age, sex, race, creed, or national origin. The CONTRACTOR shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their age, sex, race, creed, or national origin. In the event the CONTRACTOR is determined by the final order of an appropriate agency or court to be in violation of any non-discrimination provision of federal, state or local law or this provision, this Contract may be cancelled, terminated or suspended in whole or in part by the TOWN, and the CONTRACTOR may be declared ineligible for further contracts.

9. E-VERIFICATION OF EMPLOYEES

The CONTRACTOR represents and warrants that it has ensured and will ensure for itself and each subcontractor that it uses to perform obligations under this CONTRACT, that either:

- (1) The CONTRACTOR or subcontractor employs less than 25 employees; or
- (2) The CONTRACTOR or subcontractor: (a) employs 25 or more employees who are employed for 9 months or more during a 12-consecutive-month period; and (b) has used the E-Verify program, which program is operated by the United States Department of Homeland Security and is defined in N.C. Gen. Stat. § 64-25 (5), to verify the work authorization of each employee.

10. 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.

11. 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.

12. 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.

13. SIGNATURES

Both the TOWN and the CONTRACTOR agree to the above contract.

Karen Hagan
Witnessed or Attested By: _____



TOWN OF NAGS HEAD

By: *[Signature]*
Title: Town Manager
Date: 3/11/15

[Signature]
Witnessed or Attested By: _____

Corporate Seal: _____



8008 Corporate Center Dr
Charlotte, NC 28226
American-EA.com

CONTRACTOR

By: *[Signature]*
Printed Name: SCOTT D. STONE
Title: President
Date: 3/5/15

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

[Signature]
Finance Officer
3-11-15

APPROVED AS TO FORM AND LEGAL SUFFICIENCY.

[Signature]
TOWN ATTORNEY

This Contract is Contingent upon Board Approval on March 4, 2015.



February 17, 2015

Mr. David Ryan, P. E., Project Coordinator
Town of Nags Head
P. O. Box 99
2200 Lark Avenue
Nags Head, North Carolina 27959

Subject: **Town of Nags Head - Request for Proposals (RFP), EXISTING DRAINAGE CONDITION SURVEYING SERVICES FOR EAST EIGHTH ST/WEST EIGHTH ST. ROADWAY AND DRAINAGE IMPROVEMENT PROJECT**

Dear Mr. Ryan:

Pursuant to your Request for Proposals dated February 5, 2015, we are hereby submitting this, our Letter Proposal, for your consideration.

American Engineering Associates, Southeast, PA (American Engineering) is very seriously interested in performing these services for the Town of Nags Head (NH). As we have discussed, there are significant advantages to having our firm perform these services:

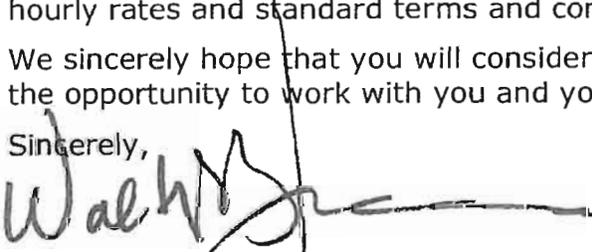
- We already have horizontal and vertical control established in the immediate areas of East Eighth Street and West Eighth Street.
- We are already mobilized doing similar services in the immediate area for the complementary work for the Town of Kill Devil Hills (KDH).
- We will be doing both the design and surveying work on the KDH side of the centerline. The chance of slight differences in elevation, format, etc. in the survey product is reduced if all the surveying is done by one firm.

Our six-page "Statement of Interest and Qualifications for Consulting Surveying," dated February 17, 2015, is also provided.

We will perform the surveying work in the manner described in your Request for Proposals at our hourly staff rates and expense rates set forth on the following pages, but in no case to exceed **\$7,400.00** unless you increase the scope. Our hourly rates and standard terms and conditions follow.

We sincerely hope that you will consider us favorably for this work and that we get the opportunity to work with you and your staff.

Sincerely,



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

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Department of Public Works

Administration
Maintenance Garage
Public Facilities Maintenance
Sanitation
Water Distribution
Water Operations

Town of Nags Head

Post Office Box 99
Nags Head, North Carolina 27959
Telephone 252-441-1122
Fax 252-441-3350
www.nagsheadnc.gov

Ralph Barile
Public Works Director

David Ryan, P.E.
Project Coordinator

REQUEST FOR PROPOSALS FOR

EXISTING DRAINAGE CONDITION SURVEYING SERVICES FOR EAST EIGHTH ST/WEST EIGHTH ST. ROADWAY AND DRAINAGE IMPROVEMENT PROJECT TOWN OF NAGS HEAD, NORTH CAROLINA

February 5, 2015

1. INTRODUCTION

The Town of Nags Head is soliciting proposals from qualified firms to provide professional services for the performance of right-of-way existing condition surveys necessary to assist the Town in the development of a roadway and drainage infrastructure improvement plan for the southern portions of E. Eighth St and W. Eighth St. and connecting sections of Wrightsville Ave, Memorial Ave., Pond Ave. and Lark Ave. . Exhibits with aerial imagery with the defined project limits are attached hereto.

The Town is seeking a firm with relevant experience in surveying who can provide the necessary services with an efficient and cost-effective approach. You are invited to submit a proposal to provide the described services for this project.

2. PROJECT DESCRIPTION

The general scope of work is to provide the Town of Nags Head with a comprehensive existing right-of-way condition survey which will be used by Town staff to determine, prioritize, and estimate the maintenance needs of existing roadway and drainage infrastructure along southern portions of Eighth Street and several identified connecting streets located in Nags Head, North Carolina. The northern Town limits coincide with the Eighth St. roadway centerline, dividing the Town of Nags Head and Town of Kill Devil Hills. Considerations for future improvements are anticipated to include; street pavement overlay and widening, supporting drainage infrastructure improvements and possible driveway replacement. A phased approach is proposed for this project with the following descriptions for each phase as follows;

Phase 1 : The work shall be conducted along the street lengths described spanning to the intersections of the streets noted in parenthesis. The defined project areas are as follows;

E. Eighth St. (S. Croatan Hwy. to S. Virginia Dare Trail), Wrightsville Ave. (E. Eighth St. to Ario St.), Memorial Ave. (E. Eighth St. to E. Ario St.), E Ario St. (Wrightsville Ave. to Memorial Ave.)

Phase 2 : The work shall be conducted along the street lengths described spanning to the intersections of the streets or locations noted in parenthesis. The defined project areas are as follows;

W. Eighth St. (S. Croatan Hwy. to Pond Ave.), Pond Ave. (W. Eighth St. to approximately 500' south of the Eighth St./Pond Ave. intersection), Lark St. (W. Eighth St. to approximately 500' south of the Eighth St./Lark Ave. intersection)

The following tasks shall be accomplished in conjunction with Phases 1-2;

- Establish horizontal and vertical control.
- Locate surface detail including signs, utility poles, driveways, isolated trees with species and sizes, fences, walks, mail boxes, etc.
- Locate pavement centerline, edge of pavement, shoulders, sidewalks, etc, (not to exceed 25' intervals).
- Coordinate and locate existing underground utilities in the proximity of the project area.
- Locate existing ground cross sections at driveways, walkways and critical locations.
- Locate and survey the right-of-way margins along Eighth St., portion of Memorial Ave, portion of Wrightsville Ave, portion of Ario St., portion of Pond Ave. and portion of Lark St..
- Survey existing swale/ditch cross sections at intervals not to exceed 25'. This shall include top of bank and swale flow line.
- Survey storm drain pipe material, size, rim, grate, and invert elevations of structures.

3. **SCOPE OF SERVICES**

Provide surveying services for the project, including but not limited to the following:

Planning and Research

Meet with Town staff to discuss the schedule and timing of the work, and confirming the scope of work and deliverables.

Field Work and Data Collection

Conduct field surveys, site evaluations and investigations. Include all surface/subsurface features as described in the Project Description above.

Office Data Processing and Data Analysis

Prepare all drawings using AutoCAD and provide to the Town upon completion all surveying data, GPS, and AutoCAD files. AutoCAD files shall consist of the CAD drawing file with applicable layers, x-refs, blocks, fonts, pen styles, DTM surface, etc.). CAD standards will be provided by the Town upon request.

Prepare all word processing and spreadsheet data files in Microsoft WORD and EXCEL format, as applicable.

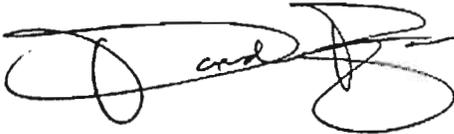
A cost proposal shall be provided for the performance of these services, by the phasing identified above. Cost shall be formatted in a not to exceed cost estimate, and shall include all reimbursable expenses necessary to perform the tasks described hereon.

It is estimated that the total cost of services to be provided is less than \$50,000 and therefore exempt from the procurement of professional surveying services in accordance with NCGS 143-64.32 AND by the Resolution Exempting this project adopted by the Town of Nags Head Board of Commissioners dated February 4, 2015.

Sealed proposals will be received at the Public Works office located at 2200 S. Lark Ave, Nags Head, NC until **2:00 p.m. on Friday, February 20, 2015.**

Demonstrated capability of the firm to perform all of the work elements, review of the quality of comparable work and references, timely mobilization of equipment and staff, and submitted fee proposal will be considered. The selected firm will be notified within a two week period and notified of the selection at a later date.

Point of contact is Project Coordinator David Ryan, P.E. who can be reached at 252-441-1122 or 475-0038.

A handwritten signature in black ink, appearing to read "David Ryan", with a stylized flourish at the end.

David M. Ryan, P.E. | Town of Nags Head
Project Coordinator | Department of Public Works
P.O. Box 99
Nags Head, NC 27959
Tel: 252.441.6221
Fax: 252.441.3350
david.ryan@nagsheadnc.gov
www.nagsheadnc.gov

Phase 1 Survey Work



Eastern Project Limits

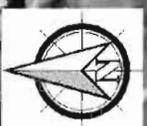
Defines Project Limits

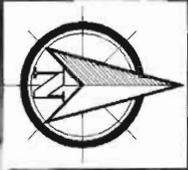
Boundaries approximate RW margins

Roadway Centerline defines northern project limits

Western Project Limits

Department of Public Works





Western project limits

Northern Limits defined by roadway centerline

Project limits approximated by right-of-way margins

Eastern project limits

ATTACHMENT #3

Phase 2 Survey Work

Department of Public Works





TOWN OF NAGS HEAD
PO BOX 99
5401 SOUTH CROATAN HIGHWAY
NAGS HEAD, NC 27959
Phone: (252)441-5508

Purchase Order/Voucher

THIS NUMBER MUST APPEAR ON ALL INVOICES,
 PACKING LISTS, CORRESPONDENCE, ETC.

NO. 15-02310

SHIP TO

PUBLIC WORKS % KAREN HEAGY
 TOWN OF NAGS HEAD
 2200 LARK AVE
 NAGS HEAD, NC 27959

VENDOR

Vendor #: AMERI190

AMERICAN ENGINEERING
 3351 STONESHORE ROAD
 VIRGINIA BEACH, VA 23452

ORDER DATE: 03/11/15
 DELIVERY DATE:
 STATE CONTRACT:
 VENDOR ACCT NUM:
 VENDOR PHONE #: (757) 468-6800
 VENDOR FAX #:
 REQUISITION #: R1500757

MAIL INVOICE TO:

ATTN: ACCOUNTS PAYABLE
 P.O BOX 99
 NAGS HEAD, NC 27959

QUANTITY	DESCRIPTION	ACCOUNT NO	UNIT PRICE	TOTAL
1.00	E/W-8th St. drainage engineer not to exceed Please do not fax po	10-570-4-5773-00 CAPITAL OUTLAY OTHER	7,400.0000	7,400.00
			TOTAL	=====
				7,400.00

E-Verify Compliance Assurance by Vendor/Contractor: By accepting this purchase order from Town of Nags Head, I verify that I understand that E-Verify program operated by the United States Department of Homeland Security and other federal agencies used to verify the work authorization of newly hired employees pursuant to federal law. Furthermore, I confirm that I am aware of and in compliance with the requirements of E-Verify and Article 2 of Chapter 64 of the North Carolina General Statutes, which requires that the Contractor participate in E-Verify if it has at least 25 qualified employees. To the best of my knowledge, any subcontractors employed by me as part of this contract are in compliance with the requirements of E-Verify and Article 2 of Chapter 64 of the North Carolina General Statutes.

THIS INSTRUMENT HAS BEEN PREAUDITED IN THE MANNER REQUIRED BY THE LOCAL GOVERNMENT BUDGET AND FISCAL CONTROL ACT.

 FINANCE OFFICER

 PURCHASING AGENT

Please contact the Town of Nags Head if the prices indicated are not correct. The Town of Nags Head will not be responsible for incorrect pricing after the Purchase Order is received by the vendor for purchasing.