Robert O. Oakes, Jr.
Mayor

Doug Remaley
Mayor Pro Tem

Cliff Ogburn
Town Manager

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

Anna D. Sadler
Commissioner

M. Renée Cahoon
Commissioner

Susie Walters
Commissioner

NORTH CAROLINA
DARE COUNTY

SERVICE CONTRACT
PURCHASE ORDER # 13-01407

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

(ENGINEER *initials*)

THIS CONTRACT is made and entered into this the 3rd day of December 2012, 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 additional engineering services related to the implementation of the initial Vista Colony Pilot Groundwater Control Project. Work is as described in the "Proposal for Additional Professional Surveying & Engineering Services, Implementation of Vista Colony Pilot Groundwater Control Project No. 1," dated October 12, 2012 (copy attached).

The following tasks will be completed under this contract (tasks are listed as budget items on the "Updated Estimate of Probable Costs of Pilot Well Field Groundwater Lowering Project," dated 11/2/2012, copy attached):

1. **Provide, or arrange for the provision of, additional above grade piping as required for the conveyance of groundwater to the disposal area; $1,000.00 (Budget item #5);**
2. **Provide, or arrange for the provision of, fittings and connections for the above-ground discharge lines to the infiltration gallery; $300.00 (Budget item #6);**

3. **Install, or arrange for the installation of, the infiltration gallery for groundwater disposal; $3,000.00 (Budget item #10);**
4. **Apply for and obtain a variance from the NC-DENR DWQ well construction standards; $625.00 (Budget item #15);**
5. **Obtain bids for installation of waterlines, electrical work, etc.; $600.00 (Budget item #16);**
6. **Provide construction engineering services including contractors' work review and coordination, construction observation, testing and final project certification; $2,580.00 (Budget item #17);**
7. **Construction staking for wells, piping and infiltration gallery; $700.00 (Budget item #18).**

Total contract price is $8,805.00 (Eight thousand eight hundred and five dollars and no cents). Price is in accordance with ENGINEER's proposal, dated October 12, 2012 (copies attached).

It is mutually agreed by and between the TOWN and ENGINEER that work under this contract will commence no later than December 10, 2012 and the contract completion date shall be February 1st, 2013 with time being of the essence. If ENGINEER fails to complete work under this contract by February 1st, 2013, 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 shall be due from ENGINEER 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 to the ENGINEER, then 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 this contract consists of additional engineering, bidding, contract administration, construction observation and final project certification services related to the implementation of the Vista Colony Pilot Groundwater Control Project No. 1.

3. TERM OF CONTRACT

The term of this CONTRACT for SERVICES is from December 3, 2012 to February 15, 2013. 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.

Invoices are to be prepared listing each task and the percentage completed during the submitted billing period.

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 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 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 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-contractor 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:

TOWN OF NAGS HEAD

By:

Title: TOWN MANAGER

Date: 12/10/12

Corporate Seal:

ENGINEER

By:

Printed Name: MARK S BISSELL

Title: PRESIDENT

Date: 11-30-12

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

12/10/12

Finance Officer

APPROVED AS TO FORM AND LEGAL SUFFICIENCY.

TOWN ATTORNEY

Town of Nags Head
Vista Colony West

Updated Estimate of Probable Costs of Pilot Well Field Groundwater Lowering Project

11/2/2012

ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT	STATUS
CONSTRUCTION - Well Field Pilot Project						
1	Hydrogeological Feasibility Study & Test Well	1	LS	$6,000.00	$6,000.00	PAID
2	30' 2" Groundwater Wells w/ Pumps and appurtenances	6	EA	$ 2,000.00	$ 12,000.00	U/C & Partially Paid
3	4" Subsurface Pump Manifold and Fittings	250	LF	$ 26.00	$ 6,500.00	Not U/C
4	500' of 3" Above Grade Discharge line by Hydro Consultant	1	LS	$ 300.00	$ 300.00	Not U/C
5	Additional Above Grade Discharge line	1	LF	$ 1,000.00	$ 1,000.00	Not U/C
6	Fittings and Installation of Discharge line	1	LS	$ 300.00	$ 300.00	Not U/C
7	Aquifer Test at Construction	1	LS	$ 1,500.00	$ 1,500.00	Not U/C
8	Groundwater and Rainfall Monitoring Including Equipment	1	LS	$ 2,800.00	$ 2,800.00	Not U/C
9	Electrical Service and 6 service disconnects	1	LS	$ 5,500.00	$ 5,500.00	Not U/C
10	Infiltration Gallery for Discharge	1	LF	$ 3,000.00	$ 3,000.00	Not U/C
11	Hydrogeological Modeling Report and Analysis & Report	1	LS	$ 8,000.00	$ 8,000.00	Not U/C
				Sub-Total:	$46,900.00	
12	Construction Contingencies				$4,690.00	Not U/C
				Sub-Total:	$51,590.00	
13	Design Surveys	1	LS	$660.00	$660.00	Not U/C
14	Design Engineering & Permitting	1	LS	$ 9,720.00	$ 9,720.00	PAID
15	Well Permit Variance Approval	1	LS	$ 625.00	$ 625.00	Not U/C
16	Bidding Phase Services	1	LS	$ 600.00	$ 600.00	Not U/C
17	Construction Engineering Services	1	LS	$ 2,580.00	$ 2,580.00	Not U/C
18	Construction Staking	1	LS	$ 700.00	$ 700.00	Not U/C

TOTAL ESTIMATED COST **$66,475.00**

Notes:

1. U/C = Under Contract
2. Total Funds Committed: $27,720
3. Total Funds not yet Committed: $38,755

BISSELL

The Coastal Experts

October 12, 2012

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

Proposal for Additional Professional Surveying & Engineering Services

Dear Mr. Ogburn:

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

"Implementation of Vista Colony Pilot Groundwater Control Project No. 1"

Background

This proposal encompasses providing additional services related to the implementation of the initial pilot project, which was designed and permitted under PO No. 13-00501 for the Vista Colony subdivision.

Scope of Professional Services

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

Tasks:

1. Provide or arrange for the provision of additional above grade piping as required for the conveyance of groundwater to the disposal area (Budget item 5);
2. Provide or arrange for the provision of fittings and connections for the above-ground discharge lines to the infiltration gallery (Budget item 6);
3. Install or arrange for the installation of the infiltration gallery for groundwater disposal (Budget item 10);
4. Apply for and obtain a variance from the DWQ well construction standards (Budget item 15);
5. Obtain bids for installation of waterlines, electrical work, etc (Budget item 16);
6. Provide construction engineering services including contractors' work review and coordination, construction observation, testing, final certification (Budget item 17);
7. Construction staking for wells, piping and infiltration gallery (Budget item 18).

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

Deliverables

All documentation will be delivered in hard copy and/or electronic formats in the quantities outlined by the Town of Nags Head. 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:

- Final certification

Professional Services Fees

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

Task	Type of Service	Fee Amount	Fee Based On
1.	Above grade discharge piping (Budget Item 5)	1,000.00	Lump Sum
2.	Fitting & connections for discharge line (Budget Item 6)	300.00	Lump Sum
3.	Infiltration gallery for discharge (Budget Item 10)	3000.00	Lump Sum
4.	Well permit variance approval (Budget Item 15)	625.00	Lump Sum
5.	Bid Phase Services (Budget Item 16)	600.00	Lump Sum
6.	Construction Engineering Services (Budget Item 17)	2,580.00	Lump Sum
7.	Construction Staking (Budget Item 18)	700.00	Lump Sum
Total Estimated Fees		**8,805.00**	**Lump Sum**

Excluded Design Services

Ongoing monitoring and evaluation of the groundwater controls, design and implementation of a second pilot project; design of an expanded groundwater control project; project modifications based on results of ongoing monitoring, etc.

If this proposal is acceptable, please sign the attached agreement where indicated and return one signed copy for our file so that we may continue work. We look forward to continuing to work with you on this project, and are available to answer any questions which may arise.

Sincerely yours,

BISSELL PROFESSIONAL GROUP

Mark S. Bissell, PE
Principal

AGREED TO AND ACCEPTED:

BY: _____
Authorized Representative

DATE: _____

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

13-01407

ORDER DATE: 12/11/12
REQUISITION NO: R1300395
DELIVERY DATE:
STATE CONTRACT:
F.O.B. TERMS: Destination

VENDOR #: BISSE010

BISSELL PROFESSIONAL GROUP INC
P O BOX 1068
KITTY HAWK, NC 27949

Phone: (252)261-3266 Fax: (252)261-1760

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	VistaColony Pilot GW Control	3-60-620-0-5445-00 CONTRACTED SERVICES	8,805.0000	8,805.00
			TOTAL	8,805.00

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 vendor for processing.