



914

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 # _____

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


(ENGINEER *initials*)

THIS CONTRACT is made and entered into this the 25th day of July 2011, 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 head Westside Multi-use Path Phase IV," in accordance with ENGINEER'S "Proposal for Professional Surveying & Engineering Services" and cost proposal, dated July 6, 2011 (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 \$13,924.50 (Thirteen Thousand, nine hundred twenty four dollars and fifty cents). Price is in accordance with ENGINEER'S proposals, dated July 6, 2011 (copies attached).

It is mutually agreed by and between the TOWN and ENGINEER that work under this contract will commence no later than July 25, 2011 and the contract completion date shall be September 17th, 2011 with time being of the essence. If ENGINEER fails to complete work under this contract by September 17th, 2011, 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 this consists of all necessary research, surveying, engineering design and final plan and construction document preparation of the Town's Westside Multi-use Pedestrian/Bike Path along the west side of the U.S. 158 from the south side of Barnes St. to the north side of the existing ingress/egress drive servicing the Y.M.C.A. of the Outer Banks at Bonnett Street.

3. TERM OF CONTRACT

The term of this CONTRACT for SERVICES is from July 25, 2011 to September 30, 2011. 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

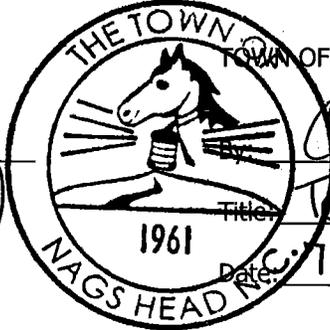
This document together with the purchase order and any attached exhibits constitutes the entire Contract between the said two parties and may only be modified by a written mutual agreement signed by the parties and attached hereto. In the event of any conflict between this contract and any attached documents, the contract language will prevail.

12. SIGNATURES

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

Witnessed or Attested By:

Michelle H. [Signature]



TOWN OF NAGS HEAD

Title: TOWN MANAGER

Date: 7/25/11

[Signature]

Corporate Seal:

ENGINEER

By: [Signature]

Printed Name: Mark S. Biron

Title: PRESIDENT

Date: 7-25-11

"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



July 6, 2011

Attn: 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 a proposal to provide engineering and surveying services related to the following project:

"Westside Multi-Use Path-Phase IV"

Background

This proposal encompasses providing the associative information for the proposed design of a 10' wide Pedestrian Path/Bikeway to be located on the west side of U.S. Hwy. 158, extending from the south side of Barnes St. to the north side of the of the existing ingress/egress drive servicing the Y.M.C.A. of the Outer Banks at Bonnett Street. The overall length of the proposed path is approximately 1,150 l.f. with the proposed final location offset approximately 3' from the proposed back of curb & gutter section along the western edge of pavement at U.S. Hwy 158. The proposed construction material shall be of concrete construction, as determined by the Town's representative and shall be compliant with all state & federal construction building codes, to include, but not limited to, A.D.A. Handicap Accessibility Code, N.C.D.E.N.R., and N.C.D.O.T. construction standards.

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

Project Objectives

- Design of a 10' wide hard surface multi-use path designed in accordance with *NCDOT Bicycle Facilities Guidelines*.
- Horizontal location of the proposed multi-use path is to be located within the existing western margin of US Hwy 158 right-of-way from Barnes Street to the north side of the entrance to the Y.M.C.A..
- Obtain vertical and horizontal existing features data within an 85 foot wide corridor extending from the US 158 roadway centerline to the western right-of-way margin.
- Planning & design of curb & gutter installation along the western edge of pavement on US Hwy 158 in conjunction with drainage structures and conveyance to existing or improved drainage infrastructure.
- Preparation of construction documentation detailing installation of all associative activities related to the multi-use path improvements.
- ADA compliance for accessibility.
- Provision of signage and utility relocation (as required).
- Detailed locations identifying high visibility pedestrian crosswalks.
- Compliance with all state and federal funding requirements.
- Preparation and consultation on required state, local and federal permitting, (as required).

Project Implementation

It is anticipated that Bissell Professional Group will work directly with the Town of Nags Head Public Works staff. The anticipated duties of the Project Engineer are as follows;

- Negotiation of the project proposal.
- Preparation/Coordination of project scheduling.
- Coordination and oversight on data acquisition.
- Preparation of design construction plan documentation.
- Planning and oversight of project design issues.
- Coordinate/Consult with Town staff.

Scope of Professional Services

The scopes of the services required include the following:

Part 1 – Existing Site Conditions Review

1. Perform a topographic survey showing adjoining property lines, right-of-way margins, driveways, existing utilities, landscaping, cross-street intersections and other pertinent physical features for use in planning & design.

Part 2- Surveying and Drafting Services

1. Develop initial horizontal & vertical locations with topographic survey including a base map which will depict existing ground elevations and existing topographic features within project limits.
2. Field survey data input in conjunction with electronic CAD generation.

Part 3 – Design & Engineering Services

1. Provide drawings and specifications for the Town's review and preliminary construction documents for approximately 1,150 linear feet of 10-foot wide concrete for a pedestrian path/bikeway that meets or exceeds all Local, State & Federal codes.
2. Coordination with Town staff/contractor on master planning and design administration.
3. Review compliance with all State and Federal requirements.
4. Planning for drainage and utility infrastructure connectivity to adjoining improvements.
5. Consult on required State, Local and Federal permitting, (as required).

Part 4 - Permitting

- Preparation of required application documentation for permitting through NCDENR-Division of Land Resources, Land Quality Section, for the proposed facilities as they relate to land disturbing activities, (est. \$65 permit fee).
- Preparation of required application documentation for permitting through NCDENR-Division of Water Quality, Surface Water Protection Section, for the proposed facilities as they relate to stormwater management, (\$505 permit fee).
- Preparation of required application documentation for permitting through the North Carolina Department of Transportation. (No permit fees anticipated).

Excluded 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 15 plan sets), permit fees, overnight delivery, construction administration, construction staking, construction record drawings, etc., which are billed at our standard rates.

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, and Microsoft Project), Adobe Acrobat or AutoCAD format as required.

Deliverables will include:

- Existing Site Features
- Construction design documents
- Permit Decisions
- Proposed schedule

Professional Services Fees

1. A proposed fee schedule for the above list of tasks broken out as based upon the related design elements for the multi-use path and drainage components as follows:

<u>Type of Service</u>	<u>Fee Amount</u>	<u>Fee Based On</u>
Drainage Design		
Topographic Survey	\$1,426.50	Lump Sum
Construction Design Documents	\$2,178.00	Lump Sum
Preparation of Permit Application	\$4,322.00	Lump Sum
Sub-Total	\$7,926.50	Lump Sum
Reimbursable Expenses	\$325.00	Estimate
Permit Application Fees	\$570.00	(Estimated)
Drainage Subtotal	\$8,821.50	
Multi-Use Path Design		
Topographic Survey	\$3,225.00	Lump Sum
Construction Design Documents	\$1,089.00	Lump Sum
Preparation of Permit Application	\$478.00	Lump Sum
Sub-Total	\$4,792.00	Lump Sum
Reimbursable Expenses	\$311.00	Estimate
Multi-Use Path Subtotal	\$5,103.00	

The fee amount noted above is limited to only those items identified in the scope of services described hereon. Any additional services required outside of what is listed hereon shall be considered additional and performed at our standard hourly rate.

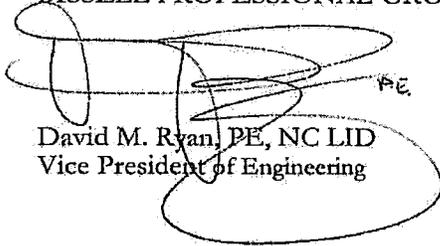
The total price of this proposal is based on estimates and may not be exceeded without the written notification and acceptance of the undersigned authority.

Payment for services rendered is due upon receipt of invoice. Interest in the amount of 12% APR will be charged on any unpaid balances effective 30 days from the date of the invoice. In the event that legal action is necessary to enforce the recovery of any professional fees and interest due, client agrees to pay Bissell Professional Group the cost of any attorneys' fees or court costs in addition to all other damages.

If this proposal is acceptable, please sign below where indicated and return one signed copy for our file so that we may commence work. We look forward to working with you on the development of this valuable community amenity. 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, NC LID
Vice President of Engineering

AGREED TO AND ACCEPTED BY:

Cliff Ogburn-Town of Nags Head Town Manager

BY ITS: _____
Authorized Representative

DATE: _____

Cc: Mark Bissell, P.E. – Principal, BPG Inc.
Pamela Rogers – Controller, BPG Inc.
Karen Costello, Town of Nags Head

Pg

Karen Heagy
Town of Nags Head
P.O. Box 99
Nags Head, NC 27959

12-00244

ORDER DATE: 07/25/11
REQUISITION NO: R1200101
DELIVERY DATE:
STATE CONTRACT:
F.O.B. TERMS: Destination

VENDOR #: BISSE010

BISELL PROFESSIONAL GROUP, IN
P O BOX 1068
KITTY HAWK, NC 27949

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	Path engineering As per Contract and Bissell proposal dated 7-2-11.	2-10-530-4-5662-00 GRANT MULTI USE PATH	13,924.5000	13,924.50
			TOTAL	<hr/> 13,924.50

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.