

Town of Nags Head
Public Works Contract Review Cover Form

Your review and comments are needed no later than:

July 29, 2013

Contract Name :8th St. Ground Tank Project Contract

Contract Originator:Nancy Carawan/KBH

- New contract Change Order Task Order
 Service Contract Equipment Contract Engineering Contract Construction Contract

Reviewer	Approval Date	Revisions to be made
David Ryan	7/30/13	Rev'd Scope of Work Items Not included (1) strike will substitute with may. Include rate sheet as exhibit
Finance Director	07/31/13	
Town Clerk	7/30/13	Date of contract should be 2013 vs 2014.
Town Attorney	7-30-13	Made a couple minor revisions

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 # 14-00133

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

(CONTRACTOR *initials*)

THIS CONTRACT is made and entered into this the 29th day of July 2013, 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 MACCONNELL & ASSOCIATES 1903 N. HARRISON, STE 102 CARY, NC 27513, (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:

Scope of Work:

- Task 1 Initial project "Kick Off" meeting with Town of Nags Head Officials. The meeting will be conducted following execution of this agreement. An initial site visit and tank inspection will also be conducted as part of this meeting. Fee: \$1,000.00.
- Task 2 Preparation of construction documents and required permitting will be completed for the Town of Nags Head – Eighth Street Rehabilitation. Scope shall include the rehabilitation and repair of the existing concrete tank, optional liner systems, and disinfection of the tank. Fee: \$4,000.00.
- Task 3 Assist the Town with advertising the project, solicit bids from contractors, respond to questions, assist with opening of bids, make award recommendation, and assist the Town with Contract preparation and award of Contract. Fee: \$1,000.00.
- Task 4 Construction oversight and contract administration will be conducted throughout the entire construction process. This fee includes the preconstruction meeting with the Contractor and Town and up to three interim inspections. Fee: \$1,000.00 after each site visit or \$3,000.00 total.

Task 5 A final inspection and Engineer's Certification will be conducted to close out the project. Fee: \$1,000.00.

Items not Included:

1. Permit Fees: Permit and plan review fees may be paid by the TOWN directly.
2. Additional site visits.
3. Any out of scope services not listed above shall be by amendment to this contract.

Fees: Fees for services are identified above. Costs for four sets of construction documents are included in above fees. Additional sets shall be billed according to standard rate sheet.

**TOTAL CONTRACT PRICE IS \$10,000 (TEN THOUSAND DOLLARS AND NO CENTS)
PRICE IS IN ACCORDANCE WITH CONTRACTOR'S SCOPE OF SERVICES AND
COST PROPOSAL, DATED JULY 29, 2013 (copy attached)**

It is mutually agreed by and between the TOWN and CONTRACTOR that engineering work under this contract will commence no later than AUGUST 1, 2013. The contract completion date shall be MAY 15, 2014 with time being of the essence. If CONTRACTOR fails to complete work under this contract by May 15, 2014, 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 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

ENGINEERING SERVICES FOR THE REPAIR AND CLEANING OF THE 8TH STREET
GROUND STORAGE TANK

3. TERM OF CONTRACT

The term of this CONTRACT for SERVICES is from July 29, 2013 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 9.

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. 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, and the parties hereby submit to venue in and the personal jurisdiction of the said Courts.

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

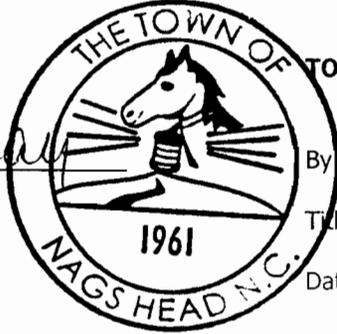
This document together with the purchase order and any attached exhibits constitutes the entire Contract between the said two parties and may only be modified by a written mutual agreement signed by the parties and attached hereto. In the event of any conflict between this contract and any attached documents,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

12. SIGNATURES

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

Witnessed or Attested By:

Michelle [Signature]



TOWN OF NAGS HEAD

By: [Signature]

Title: Town Manager

Date: 8-7-13

[Signature]

Corporate Seal:

CONTRACTOR

By: [Signature]

Printed Name: Gary S. MacLennan

Title: President

Date: 7/3/13

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

[Signature] 8-7-13
Finance Officer

APPROVED AS TO FORM AND LEGAL SUFFICIENCY.

[Signature]
TOWN ATTORNEY

July 29, 2013

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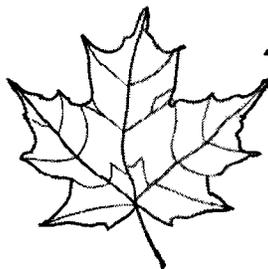
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P.O. Box 129
Morrisville, NC 27560

919-467-1239



**MACCONNELL
& ASSOCIATES, P.C.**

1903 North Harrison Avenue
Suite 102
Cary, NC 27513

Fax 919-319-6510

FEES FOR PROFESSIONAL SERVICES

➤ Professional Fees:

<u>Professional Classification</u>	<u>Dollars/Hour</u>
Project Manager	\$115.00
Senior Engineer/Architect	\$105.00
Engineer/Architect	\$90.00
Senior Designer	\$90.00
Designer/Inspector	\$80.00
Junior Engineer/Architect	\$70.00
Senior Draftsperson/Technician	\$70.00
Draftsperson/Technician	\$60.00
Office Administrator	\$65.00
Office Assistant	\$50.00
Field Technician	\$35.00

Note: Above rates include: mileage to and from client (project job site), phone, fax, computer time, and copies with correspondence. Overtime hours are charged at the same rate.

➤ Reimbursable Expenses:

<u>Expense Item</u>	<u>Dollars</u>
Mileage not Included Above (Per Mile)	\$ 0.45
Travel and Subsistence not Included Above	Cost
Copies for Reports and Specifications	\$ 0.25
Plots (Black & White, 36" x 24")	\$ 5.00
Plots (Color, 36" x 24")	\$ 58.00
Mylars (36" x 24")	\$ 14.00
Covers for Reports and Specifications	\$ 9.00
Sub-Contract Printing and Plotting (Copies, Large Documents, Bluelines, Etc.)	Cost + 15%
Miscellaneous (Photos, Film, Etc.)	Cost + 15%
Sub-Consultants	Cost + 15%
Permit Fees	Cost + 15%

➤ Invoices:

Invoices are sent out once per month, per project. Invoices are payable upon receipt. A 1.5 percent per month late charge shall be added to all invoices not paid within 30 days.

➤ Rate Changes:

The above rates may change with a 30-day notice.

➤ Effective Date:

The effective date of this rate schedule is January 1, 2013



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. 14-00133

SHIP TO

NANCY CARAWAN
 NAGS HEAD WATER PLANT
 2200 LARK AVE
 NAGS HEAD, NC 27959

VENDOR

Vendor #: MACC010

MACCONNELL & ASSOCIATES PC
 1903 NORTH HARRISON AVE
 SUITE 102
 CARY, NC 27513

ORDER DATE: 07/18/13
 DELIVERY DATE: 07/17/13
 STATE CONTRACT:
 VENDOR ACCT NUM:
 VENDOR PHONE #: (919) 467-1239
 VENDOR FAX #: (919) 319-6510
 REQUISITION #: R1400128

MAIL INVOICE TO:

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

QUANTITY	DESCRIPTION	ACCOUNT NO	UNIT PRICE	TOTAL
1.00	engineering for 8th st gr tank	61-810-6-5773-00 CAPITAL OUTLAY OTHER	10,000.0000	10,000.00
			TOTAL	=====
				10,000.00

**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.