

Clerk



ORIGINAL

938

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 #

~~1201228~~
R1200420

**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 November 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., PO 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 "Nags Head Acres Drainage Improvement project," in accordance with ENGINEER'S "Nags Head Acres Drainage Improvement project" and cost proposal, dated November 15, 2011 (copies attached). Tasks include surveying and drafting services, engineering design, and State permit application packages preparation.

Total contract price is \$8,875.00 (Eight Thousand, Eight Hundred Seventy Five dollars and no cents). Price is in accordance with ENGINEER'S proposal, dated November 15, 2011 (copy attached).

It is mutually agreed by and between the TOWN and the ENGINEER that work under this contract will commence no later than November 28th, 2011 and the contract completion date shall be December 15th, 2011 with time being of the essence. If ENGINEER fails to complete work under this contract by December 15th, 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, permitting, and final plan and construction document preparation of the Town's Nags Head Acres Drainage Improvement Project.

3. TERM OF CONTRACT

The term of this CONTRACT for SERVICES is from November 23rd, 2011 to December 31st, 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.

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 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, 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 ENGINEER agree to the above contract.

Witnessed or Attested By:

Michelle H. [Signature]



TOWN OF NAGS HEAD

By: [Signature]
Title: TOWN MANAGER

Date: 11/23/11

[Signature]

Corporate Seal:

ENGINEER

By: [Signature]

Printed Name: Mark S. Pissone

Title: President

Date: 11-23-11

"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

November 15, 2011



Mr. 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:

"Nags Head Acres Drainage Improvement Project"

Background

This proposal encompasses providing engineering and surveying services related to the design and permitting of the proposed drainage improvements along South Meekins Avenue from the existing drop inlet at the north end of S. Meekins Ave. south to and along Blue Jay Street to Croatan Highway; then along Croatan Hwy to beyond the drainage obstruction south of the YMCA driveway.

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

Scope of Professional Services

In an effort to relieve the existing drainage problem that currently exists in the southeastern area of Nags Head acres, and to provide for future relief to the southwest of the South Meekins/Blue Jay intersection, this proposal encompasses design of an enclosed drainage collection and conveyance system which outlets to the existing S. Croatan Highway swale on the south side of Blue Jay Street. In order for the conveyance system to function optimally, it will also be necessary to improve the drainage system within the Croatan Highway right-of-way from Blue Jay to south of the YMCA entrance drive, including relieving the obstruction that was created by the power company in front of the YMCA.

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

Tasks:

- Acquire additional field data to further document existing conditions;
- Preparation of stormwater management calculations;
- Prepare the following construction documentation:
 - Existing site features plan;
 - Preparation of construction plan & profile drawings of the proposed drainage improvements;
 - Preparation of associated construction/installation details and component specifications.

- Design Administration;
- Preparation of an Opinion of Probable Construction Cost;
- Preparation of an Erosion & Sediment Control Plan with Application and supporting documentation describing preventative management techniques and measures to accompany the proposed land disturbing activities;
- Coordination with Division of Water Quality on construction authorization;
- Preparation of an NCDOT Encroachment Agreement for improvements within NCDOT right-of-way; coordination of approval process;
- Preparation of Technical Specifications and Bid Documents.

Deliverables

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

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:		
Design Services (Plans, Specifications; Bid Documents):	\$4,765	Lump Sum
Permitting Services (NCDENR; NCDOT):	\$2,410	Lump Sum
Modifications & Additions to MUP Path Plans:	\$1,050	Lump Sum
Admin. Services & Reimbursable Expenses:	\$ 500	Lump Sum
Engineering Design Sub-Total:	\$8,225	Lump Sum
Survey Phase:		
Acquire Additional Field Data and Prepare Existing Site Conditions Plan; Coordinate with Vista Colony and MUP Plans:	\$ 650	Lump Sum
Survey Phase Sub-Total:	\$ 650	
Total Estimated Fees	\$8, 875	Lump Sum

Excluded Design Services

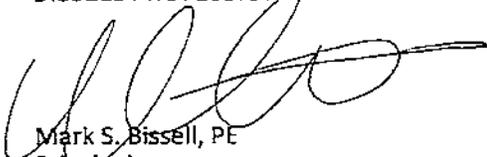
Excluded from the Engineering Design Phase fee schedule, but available as coordinated additional services either from BPG or from adjunct consultants, may include the following (but not limited to): Professional consultant services, printing (in excess of 10 plan sets), boundary or easement plat preparation, permit

fees, overnight delivery, bid phase and construction phase services, 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 you move forward with the decision-making process.

Sincerely yours,

BISELL PROFESSIONAL GROUP



Mark S. Bissell, PE
Principal

AGREED TO AND ACCEPTED:

BY: _____
Authorized Representative

DATE: _____

Pg

RALPH BARILE
NAGS HEAD PUBLIC WORKS
2200 LARK AVE
NAGS HEAD, NC 27959

12-01465

ORDER DATE: 11/29/11
REQUISITION NO: R1200420
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	Engineering Design/Survey Ph	2-60-620-0-5445-00 CONTRACTED SERVICES	8,875.0000	8,875.00
			TOTAL	8,875.00

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.

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Nags Head, North Carolina 27959
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Nags Head Drainage Improvements Project

Contract Change Order Number 1

Dated December 9, 2011

NORTH CAROLINA
DARE COUNTY

SERVICE CONTRACT
PURCHASE ORDER # 12-01465

THIS CONTRACT CHANGE ORDER is made and entered into this the 9th day of December 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., PO Box 1068, Kitty Hawk, NC 27949 (hereinafter referred to as "CONTRACTOR"), party of the second part.

1. **CHANGES TO SERVICES TO BE PROVIDED/ AND AGREED/ COMPLETION TIME**

This change order involves the Addition of \$500.00 in services for Admin. Services & Reimbursable Expenses that was listed in original contract Proposal dated November 15, 2011 but was inadvertently excluded from the sub total. Revised Fees sheet dated November 7, 2011 (copy attached).

Original Contract price:	\$8,875.00
Change Order No 1.	\$500.00
Revised Total Contract amount:	\$9,375.00

This Change Order involves no change to the contract completion date of December 15, 2011.

Karen Heagy

From: donna@bissellprofessionalgroup.com
Sent: Wednesday, December 07, 2011 4:10 PM
To: Karen Heagy
Subject: FW: 3740 TNH - NH Acres Drainage Improvement Project

Importance: High

Karen & Ralph, Thank you!!!

Type of Service	Fee Amount	Fee Based On
Engineering Design Phase:		
Design Services (Plans, Specifications; Bid Documents):	\$4,765	Lump Sum
Permitting Services (NCDENR; NCDOT):	\$2,410	Lump Sum
Modifications & Additions to MUP Path Plans:	\$1,050	Lump Sum
Admin. Services & Reimbursable Expenses:	\$ 500	Lump Sum
Engineering Design Sub-Total:	\$8,725	Lump Sum
Survey Phase:		
Acquire Additional Field Data and Prepare Existing Site Conditions Plan; Coordinate with Vista Colony and MUP Plans:	\$ 650	Lump Sum
Survey Phase Sub-Total:	\$ 650	
Total Estimated Fees	\$9, 375	Lump Sum

Merry Christmas,

*Donna J. B. Bissell
H.R. & Office Manager*



*The Coastal Experts
Celebrating Innovative Services Since 1984!*

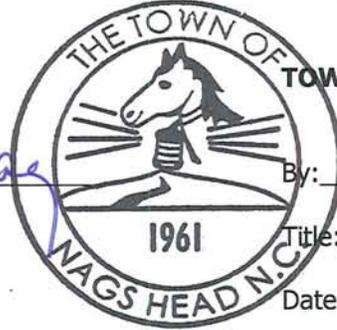
P.O. Box 1068
3512 N. Croatan Hwy.
Kitty Hawk, NC 27949
Office: (252) 261-3266 x 237
Fax: (252) 261-1760
Cell: (252) 202-1216
www.bissellprofessionalgroup.com
Firm License # C-0956

2. SIGNATURES

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

Witnessed or Attested By:

Miranda H. Lee



TOWN OF NAGS HEAD

By: [Signature]
Title: TOWN MANAGER
Date: 12/9/11

Mary E.D. York

CONTRACTOR

By: [Signature]
Title: President
Date: 12-9-11

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

[Signature] 12-9-11
Finance Officer

RALPH BARILE
NAGS HEAD PUBLIC WORKS
2200 LARK AVE
NAGS HEAD, NC 27959

12-01465

ORDER DATE: 11/29/11
REQUISITION NO: R1200420
DELIVERY DATE:
STATE CONTRACT:
F.O.B. TERMS: Destination

VENDOR #: BISSE010

BISELL 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	Engineering Design/Survey Ph	2-60-620-0-5445-00 CONTRACTED SERVICES	9,375.0000	9,375.00
			TOTAL	9,375.00

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