

Town of Nags Head  
Public Works Contract Review Cover Form

**Your review and comments are needed no later than:**

**December 10, 2014**

Contract Name :SNH Ditch Survey

Contract Originator: Karen Heagy/David Ryan

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

Reviewer	Approval Date	Revisions to be made
Town Engineer	12-10-2014	Revised dates, input project description
Finance Director	12-15-14	
Town Clerk	12-10-14	
Town Attorney	12-10-14	Made suggested Changes

**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](http://www.nagsheadnc.gov)

NORTH CAROLINA  
DARE COUNTY

SERVICE CONTRACT  
PURCHASE ORDER # 15-01544

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

MEB  
(CONTRACTOR *initials*)

THIS CONTRACT is made and entered into this the 15th day of December 2014, 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 Quible & Associates, PC, 8466 Caratoke Hwy. Bldg. 400, Powells Point, NC 27964, (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 South Nags Head Drainage Maintenance Project. MP 18.5 to 21 Nags Head, NC 27959 **in accordance with proposal entitled "Revised Proposal", as prepared by Quible & Associates dated December 10, 2014.**

Total contract price is \$ 13,200.00 (Thirteen Thousand Two Hundred Dollars and no Cents). Price is in accordance with CONTRACTOR's Revised Proposal, dated December 10, 2014 (copy attached **and incorporated by reference**).

It is mutually agreed by and between the TOWN and CONTRACTOR that work under this contract will commence January 2, 2015. The contract completion date shall be January 30, 2015 with time being of the essence. If CONTRACTOR fails to complete work under this contract by January 30, 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 pay 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:

Perform an existing conditions drainage survey along the western right-of-way of NCSR 1243. The limits of this portion shall be from the southern Town of Nags Head Corporate Limits to the intersection of West Side Court and NCSR 1243.

### Phase 2:

Perform an existing conditions drainage survey along the western right-of-way of NCSR 1243. The limits of this portion shall be from the intersection of West Side Court to the proximity of 9208 S. Old Oregon Inlet Road (NCSR 1243).

### Phase 3:

Perform an existing conditions drainage survey along the western right-of-way of NCSR 1243. The limits of this portion shall be from 9208 S. Old Oregon Inlet Road to 8806 S. Old Oregon Inlet Road which is the Town of Nags Head Fire Station 21.

## 3. TERM OF CONTRACT

The term of this CONTRACT for SERVICES is from December 15, 2014 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

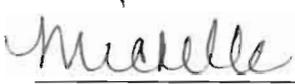
This Contract is subject to such additional provisions as are set forth in any addendum executed separately by each party and attached hereto.

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.

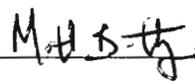
13. SIGNATURES

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

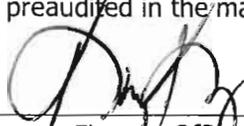
  
 Witnessed or Attested By: \_\_\_\_\_  


**TOWN OF NAGS HEAD**  
 By:   
 Title: Town Manager  
 Date: 12/19/14

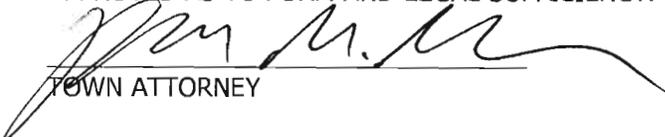
  
 Witnessed or Attested By: \_\_\_\_\_  
 Corporate Seal: 

**CONTRACTOR**  
 By:   
 Printed Name: MATT BATTEY  
 Title: DIRECTOR OF SURVEYING  
 Date: 12-17-14

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

  
 Finance Officer 12-19-14

APPROVED AS TO FORM AND LEGAL SUFFICIENCY.

  
 TOWN ATTORNEY



**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. 15-01544**

**SHIP TO**

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

ORDER DATE: 12/15/14  
 DELIVERY DATE:  
 STATE CONTRACT:  
 VENDOR ACCT NUM:  
 VENDOR PHONE #: (252) 261-3300  
 VENDOR FAX #: (252) 261-1260  
 REQUISITION #: R1500493

**VENDOR** Vendor #: QUIBL010

QUIBLE & ASSOCIATES PC  
 PO DRAWER 870  
 KITTY HAWK, NC 27949

**MAIL INVOICE TO:** ATTN: ACCOUNTS PAYABLE  
 P.O BOX 99  
 NAGS HEAD, NC 27959

QUANTITY	DESCRIPTION	ACCOUNT NO	UNIT PRICE	TOTAL
1.00	Phases 1-3	60-620-0-5445-00 CONTRACTED SERVICES	13,200.0000	13,200.00
			TOTAL	=====
				13,200.00

**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.



## 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](http://www.nagsheadnc.gov)

**Ralph Barile**  
Public Works Director

**David Ryan, P.E.**  
Project Coordinator

### REQUEST FOR PROPOSALS FOR

### EXISTING DRAINAGE CONDITION SURVEYING SERVICES FOR THE SOUTH NAGS HEAD DRAINAGE MAINTENANCE PROJECT TOWN OF NAGS HEAD, NORTH CAROLINA

July 14, 2014

#### 1. INTRODUCTION

The Town of Nags Head is seeking proposals from qualified firms to provide professional services for existing drainage condition surveying services necessary to assist the Town in the development of a drainage maintenance plan for S. Old Oregon Inlet Rd., (NCSR 1243).

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 services for this project.

#### 2. PROJECT DESCRIPTION

The general scope of work is to provide the Town of Nags Head with a comprehensive existing drainage condition survey which will be used by Town staff to determine, prioritize, and estimate the maintenance needs of existing drainage infrastructure along specified portions of S. Old Oregon Inlet Rd., (NCSR 1243), Nags Head, North Carolina. Future maintenance considerations are anticipated to include cross-street drainage pipe replacement, selective vegetation removal, slope stabilization, and sediment removal. The following phased approach will be applied;

##### Phase 1

Perform an existing drainage condition survey along the western NCSR 1243 right-of-way margin ONLY, spanning from the southern Town of Nags Head Corporate Limits, proximity of Park Service Ramp No. 1 to the intersection of West Side Ct. and NCSR 1243.

##### Phase 2

Perform an existing drainage condition survey along the western NCSR 1243 right-of-way margin ONLY, spanning from the intersection of West Side Ct. and NCSR 1243 to the proximity of 9208 S. Old Oregon Inlet Rd, (S. Nags Head Lot Owners Swimming Pool).

##### Phase 3

Perform an existing drainage condition survey along the western NCSR 1243 right-of-way margin ONLY, spanning from 9208 S. Old Oregon Inlet Rd, (S. Nags Head Lot

Owners Swimming Pool) to 8806 S. Old Oregon Inlet Rd, (Town of Nags Head Fire Station 21). The following tasks shall be accomplished along this length;

The following tasks shall be accomplished in conjunction with Phases 1-3;

- Coordinate and locate existing underground utilities in the proximity of the project area.
- Locate and survey the western right-of-way margin along NCSR 1243.
- Locate and inventory existing storm drain pipe and inlets.
- Survey storm drain pipe material, size, rim, grate, and invert elevations of structures.
- Locate and survey edge of pavement, (NCSR 1243 west side ONLY and east/west cross-streets from NCSR 1243 to west right-of-way margin).
- Establish horizontal and vertical control reference points proximate to east-west street intersections.
- Survey existing ditch cross sections at pipe ends and at intervals not to exceed 200'. This shall include top of bank, ditch bottom, and ditch flow line.
- Locate and survey areas of significant visible sediment accumulation that appears to be inhibiting drainage flow.
- Identify condition of existing pipe material.
- Identify conditions at pipe inlet and outlet.

#### Phase 4

Perform an existing condition survey along the eastern NCSR 1243 right-of-way margin ONLY, spanning from the intersection of Ciltvaira and S. Old Oregon Inlet Rd, (NCSR 1243) to the intersection of Seabird St. and S. Old Oregon Inlet Rd, (NCSR 1243). In addition, an existing condition survey along the western NCST 1243 right-of-way margin ONLY, spanning 200' to the north and 200' to the south of W. Inlet Ct. The following tasks shall be accomplished along this length;

- Coordinate and locate existing underground utilities in the proximity of the project area.
- Location of the right-of-way margin along NCSR 1243.
- Locate and inventory existing storm drain pipe and inlets.
- Survey storm drain pipe material, size, rim, grate, and invert elevations of structures
- Locate and survey existing sidewalk.
- Locate and survey edge of pavement, (NCSR 1243 and east/west cross-streets from NCSR 1243 to right-of-way margin).
- Locate and survey existing curb & gutter, (as applicable)
- Survey existing swale cross sections at intervals not to exceed 25'. This shall include top of bank and swale flow line.

### **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 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, GPS, and AutoCAD files (i.e. drawing, x-refs, blocks, fonts, pen styles, etc.).

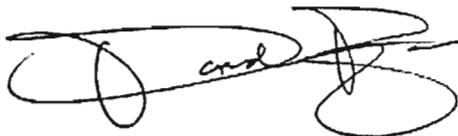
Prepare all word processing and spreadsheet data files in Microsoft WORD and EXCEL format, as applicable.

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 July 2, 2014.

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 Tuesday, July 25, 2014**. 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](mailto:david.ryan@nagsheadnc.gov)  
[www.nagsheadnc.gov](http://www.nagsheadnc.gov)

# Quible

Quible & Associates, P.C.

ENGINEERING • ENVIRONMENTAL SCIENCES • PLANNING • SURVEYING  
SINCE 1959

P.O. Drawer 870  
Kitty Hawk, NC 27949  
Phone: 252-261-3300  
Fax: 252-261-1260  
Web: quible.com

December 10, 2014

## **RE: Revised Proposal**

Town of Nags Head  
Department of Public Works

Dear Mr. Ryan,

Quible is pleased to present the following revised Scope of Services and associated fee schedule for Surveying Services for the Town of Nags Head's Drainage Maintenance Project. We have extensive experience in performing drainage surveys and are confident we can provide the Town accurate, complete information in a timely manner.

Quible understands this project contains 3 phases as outlined below:

### **Phase 1:**

Quible will perform an existing conditions drainage survey along the western right-of-way of NCSR 1243. The limits of this portion shall be from the southern Town of Nags Head Corporate Limits to the intersection of West Side Court and NCSR 1243.

### **Phase 2:**

Quible will perform an existing conditions drainage survey along the western right-of-way of NCSR 1243. The limits of this portion shall be from the intersection of West Side Court to the proximity of 9208 S. Old Oregon Inlet Road (NCSR 1243).

### **Phase 3:**

Quible will perform an existing conditions drainage survey along the western right-of-way of NCSR 1243. The limits of this portion shall be from 9208 S. Old Oregon Inlet Road to 8806 S. Old Oregon Inlet Road which is the Town of Nags Head Fire Station 21.

## **SURVEYING SCOPE OF SERVICES**

### **Phases 1-3 will include the following tasks:**

- Coordinate and locate existing underground utilities within the project area.
- Locate and survey the western right-of-way margin along NCSR 1243.
- Locate and inventory existing storm drain pipes, inlets, and features.
- Survey storm drain pipe material and size, including rim, grate, and invert elevations of structures.
- Locate and survey edge-of-pavement (west side only), including cross streets to the right-of-way of NCSR 1243.
- Establish horizontal and vertical control proximate to the east-west street intersections.
- Survey existing ditch cross sections at pipe ends and intervals not to exceed 300'. This will include top of bank, toe of bank, and centerline of the ditch bottoms (flowlines).
- Locate and survey areas of significant, visible sediment accumulation that appears to be inhibiting drainage flow.
- Identify conditions of existing pipe materials.
- Identify conditions at pipe inlets and outlets.
- Location of significant trees and the perimeter of hedgerows, bushes, and shrubs.

Quible will meet with the town staff prior to commencing work to discuss the scheduling of work and the tasks to be completed. Quible will prepare all drawings in AutoCAD and provide these files to the town along with all surveying files, field notes, and sketches. Quible will provide all inventoried data to the Town in a spreadsheet format, including photographic documentation of all pipes and structures.

### **TOTAL ESTIMATED FEES**

Based on the information provided, we estimate that the Surveying services described in general above can be performed for a lump sum total of **\$13,200**.

This fee includes reimbursable expenses such as mileage, prints, etc., but this does not include permit application or processing fees to the County and State of North Carolina or any bonding fees.

This is a performance contract. Parties hereto agree that payment for services shall be made based upon completion of tasks as outlined and is not conditioned upon an event, such as securing a permit, or other event.

Thank you for your attention to this proposal. If you have any questions please feel free to contact Matthew Battey at 252.261.3300. Quible can proceed with any of the services as described herein upon execution of this Agreement by both parties. Please retain a copy of this

Agreement for your files.

Sincerely,  
QUIBLE & ASSOCIATES, P.C.

In witness whereof, the parties hereto have executed this Agreement.

Quible:

Town of Nags Head:

By: Matthew R. Battey, PLS

By: \_\_\_\_\_

Signature: Matthew R. Battey

Signature: \_\_\_\_\_

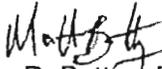
Date Signed: 12-18-12

Date Signed: \_\_\_\_\_

Please do not hesitate to contact me at 252-261-3300 if you have any questions.

Sincerely,

Quible & Associates, P.C.



Matthew R. Battey, PLS  
Director of Surveying