

REQUEST FOR BOARD ACTION / CONTRACT CONTROL FORM

Tracking Number: 16.

Date of Request: July 23, 2007

Date Request Received: July 23, 2007

Board Meeting Date Requested: August 6, 2007

Board Meeting Date Assigned: August 6, 2007

Short Title: Resolution Authorizing Purchase Orders For School Construction Projects Pursuant To 2005 School Bond Issue: Rocky Point Primary School: Norris, Kuske & Tunstall, Consulting Engineers, Inc., \$6,000

Request Status:
 Request is proceeding to Board of Commissioners
 More information is needed – see attached
 Request on hold – no further information needed
 Other:

Background: On May 3, 2005, the voters of Pender County approved the issuance of General Obligation School Bonds in the maximum amount of \$51,475,000 for construction of a new Topsail High School and major renovations to other existing schools, as well as \$4,400,000 for construction of Performing Arts centers at both Topsail High School and C. Heide Trask High School. The County and the Schools have entered into appropriate agreements to permit the County to pay the bills associated with this construction in order to recapture the sales taxes paid, and realize a substantial savings.

Rocky Point Primary received an allocation of \$1,927,000 from the Bonds. The Schools have entered into an agreement with Norris, Kuske & Tunstall to design a sewer pump station and foremain to connect this school to the Pender County sewer system.

Specific Action Requested: The Board of Commissioners is requested to approve a Purchase Order to Norris, Kuske & Tunstall, Consulting Engineers, Inc., in the amount of \$6,000 for sewer modifications at Rocky Point Primary School.

Requested by: Melinda Knoerzer
Department: County Manager's Office
Title: Administrative Assistant
Contact Phone: 910.259.1521
Contact Fax: 910.259.1579

(Administrative Use Only)

CONTRACT TYPE

- Renewal
 For Service(s)
 Intergovernmental – County as Grantee
 County as Grantor
- Revision
 For Equipment
 Federal Grantor
 State Grantor
 Grant or
 County Funds
 Other Funds:

PURCHASING Budgeted Item: Yes No
Date Rec'd: Reviewed and Approved
 Comments on Reverse

Date Sent: Signed:

ATTORNEY Reviewed and Approved
Date Rec'd: Legal Problem(s)
 Comments on Reverse

Date Sent: Signed:

FINANCE Sufficient Funds Available
Date Rec'd: Not Available
8/13/07 Budget Amendment Necessary
 Budgeted Amendment is Attached
 Comments on Reverse

Date Sent: 8/13/07 Signed: *[Signature]*

CLERK Signature(s) Required:
 Board Chairman/County Manager
 Other:

Date Rec'd Approved by Board: Yes No
At meeting on

MANAGER'S RECOMMENDATION:

Respectfully Recommend Approval

LAB
Initials

RESOLUTION: NOW THEREFORE BE IT RESOLVED by the Board of Commissioners that

a Purchase Order to Norris, Kuske & Tunstall, Consulting Engineers, Inc., is approved in the amount of \$6,000 for design of sewer pump station and force main at Rocky Point Primary School. The Chairman/County Manager is authorized to execute any documentation necessary to implement this resolution.

Account # 63-406461

Rocky Point Primary School \$6,000

AMENDMENTS:

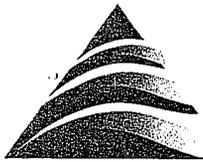
MOVED _____ SECONDED _____

APPROVED _____ DENIED _____ UNANIMOUS

YEA VOTES: Rivenbark ___ Blanchard ___ Brown ___ Tate ___ Williams ___

F.D. Rivenbark, Chairman 08/06/07
Date

Attest 08/06/07
Date



NORRIS, KUSKE & TUNSTALL
CONSULTING ENGINEERS, INC.

J. Phillip Norris, P.E.
John A. Kuske, III, P.E.
John S. Tunstall, P.E.
J.A. Kuske, P.E. of Counsel

AN AGREEMENT FOR THE PROVISION OF LIMITED PROFESSIONAL SERVICES

Client: Pender County Schools
925 Penderlea Highway
Burgaw, NC 28425

Date: June 4, 2007

Project No. 07113

Attn: Mr. David Smith

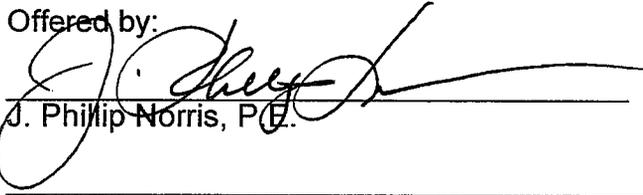
Project Name/Location: Rocky Point Primary School Sewer Extension
Rocky Point, NC

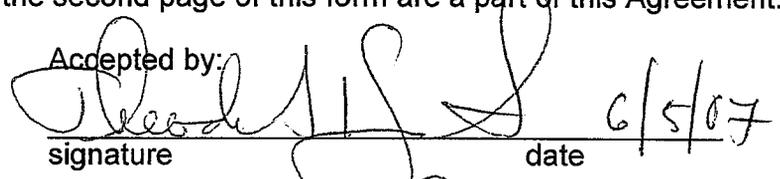
Scope/Intent and Extent of Services: Design sewer pump station and forcemain to connect to the Pender County sewer system. Submit for permits and approvals.

Fee Arrangement: Standard Hourly Rates plus Expenses, Not to Exceed \$6,000.00.

Retainer Amount: 0 Special Conditions: Survey by others, permit fees not included in fee stated above.

The terms and conditions and the initials required on the second page of this form are a part of this Agreement.

Offered by:

J. Phillip Norris, P.E.

Accepted by:

signature date 6/5/07
Dr. Ted Kanjuka, Superintendent
printed name/title

TERMS AND CONDITIONS

FEE: The total fee, if stated, shall be understood to be an estimate, and shall not be exceeded by more than ten percent without written approval of the Client. Norris, Kuske & Tunstall will furnish the services of its employees at its standard hourly rates for such employees at the time services are provided. Hours in excess of eight per day will be charged at the standard hourly rate without premium.

Principal Engineer	\$200.00/hour	Senior Registered Engineer	\$150.00/hour
Registered Engineer	\$125.00/hour	Project Engineer	\$100.00/hour
Technician	\$ 65.00/hour	Secretary	\$ 60.00/hour
Outside Consultants	Invoice Cost + 15%		

These rates include salary costs, payroll taxes, sick leave, vacation, general overhead, indirect expenses, office operating costs, professional liability insurance, etc.

Other services and costs: Expenses incurred by Norris, Kuske & Tunstall, which are necessary for the completion of the scope of services including travel and subsistence and other supplies and services obtained from third parties are reimbursable at Norris, Kuske & Tunstall's cost plus a 15% administrative handling charge. Other services provided by Norris, Kuske & Tunstall, including instrumentation usage, and reproduction are billed at Norris, Kuske & Tunstall's standard commercial rates.

Printing costs are:

<u>Prints</u>	Bond	Vellum	Mylar		Bond	Vellum	Mylar
24 x 36	\$ 2.00	\$ 4.00	\$ 10.00	34 x 44	\$ 2.75	\$ 6.75	\$16.00
30 x 42	\$ 2.50	\$ 5.75	\$ 14.00	36 x 48	\$ 3.00	\$ 7.50	\$20.00

<u>Plots</u>	Bond	Vellum	Mylar		Bond	Vellum	Mylar
B&W/per sheet				Color per sheet			
24 x 36	\$ 2.50	\$ 5.00	\$ 12.00		\$ 7.00	\$ 14.50	\$ 36.00
30 x 42	\$ 3.00	\$ 7.00	\$ 17.00		\$19.00	\$ 20.00	\$ 50.25
36 x 48	\$ 4.50	\$ 9.75	\$ 24.00		\$26.00	\$ 28.50	\$ 72.00

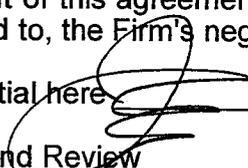
Copies: .15 each

Billings/Payments: Invoices for the Firm's services shall be submitted at the Firm's option, either upon completion of such services or on a monthly basis. Invoices shall be payable within 30 days after the invoice date. If the invoice is not paid within 30 days, the Firm may without waiving any claim or right against the Client, and without liability whatsoever to the Client, terminate the performance of the service. Retainers shall be credited on the final invoice. Accounts unpaid 60 days after the invoice date may be subject to a monthly service charge of 1.5% on the then unpaid balance (18.0% true annual rate), at the sole election of the Firm. In the event any portion or all of any account remains unpaid 90 days after billing, the Client shall pay all costs of collection, including reasonable attorney's fees.

Construction Review: It is agreed that the professional services of the Engineer do not extend to or include the review or site observation of the contractor's work or performance. It is further agreed that the Owner will defend, indemnify and hold harmless the Engineer from any claim or suit whatsoever, including but not limited to all payments, expenses or costs involved, arising from or alleged to have arisen from the contractor's performance or the failure of the contractor's work to conform to the design intent and the contract documents. The Engineer agrees to be responsible for his own or his employees' negligent acts, errors or omissions.

Indemnification: The Client shall indemnify and hold harmless the Firm and all of its personnel from and against any and all claims, damages, losses and expenses (including reasonable attorney's fees) arising out of or resulting from the performance of the services, provided that any such claim, damage, loss or expense is caused in whole or in part by the negligent act, omission, and/or strict liability of the Client, anyone directly or indirectly employed by the Client (except the Firm), or anyone for whose acts any of them may be liable.

Risk Allocation: In recognition of the relative risks, rewards and benefits of the project to both the Client and the Firm, the risks have been allocated such that the Client agrees that, to the fullest extent permitted by law, the Firm's total liability to the Client for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this agreement from any cause or causes, shall not exceed our fee. Such causes include, but are not limited to, the Firm's negligence, errors, omissions, strict liability, breach of contract or breach of warranty.

Initial here  (Firm) _____ (Client)

Permits and Review

Norris, Kuske & Tunstall will make every effort to submit permit applications in a timely manner and consistent with our best understanding of the permitting agencies' regulations and requirements. It should be understood and expected that the permitting agencies may place additional requirements or request information during their review process. We will coordinate with the various agencies to expedite this process. However, it should be expressly understood that Norris, Kuske & Tunstall, has no influence or control over either the speed or outcome of the permit review and approval process.

Termination of Services: This agreement may be terminated by the Client or the Firm should the other fail to perform its obligations hereunder. In the event of termination, the Client shall pay the Firm for all services rendered to the date of termination, all reimbursable expenses, and reimbursable termination expense.