

REQUEST FOR BOARD ACTION

ITEM NO. 5.

DATE OF REQUEST: March 16, 2009

REQUESTED BY: David McCole, Finance Director

SHORT TITLE: Resolution Authorizing a Contract with and Purchase Order to Norris, Kuske & Tunstall, Consulting Engineers, Inc., for Civil Engineering Services to Design a Sewer Pump Station and Force Main for the new Topsail Middle School: \$12,000

BACKGROUND: Of the \$56 million school bond referendum approved by voters on May 3, 2005, \$4,475,000 was allocated for renovations to convert the former Topsail High School to a middle school. By resolution, on July 9, 2007, the Board approved a purchase order to LS3P Associates, Ltd., in the amount of \$192,207 for architectural services to design the renovations. On February 9, 2009, the Board also approved a purchase order to Paragon Building Corporation in the amount of \$2,088,646.00 for construction and renovation.

At this time, the schools are requesting approval of the attached proposal from Norris Kuske and Tunstal, to design the sewer pump station and force main to connect the existing school to the new wastewater treatment plant.

The County and Schools have entered into the 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.

SPECIFIC ACTION REQUESTED: The Board of Commissioner is requested to authorize a contract with and approve a Purchase Order to Norris, Kuske & Tunstall in the amount of \$12,000 for the design of a sewer pump station and force main for Topsail Middle School.

COUNTY MANAGER'S RECOMMENDATION

Respectfully recommend approval.

RS
Initial

RESOLUTION

NOW, THEREFORE BE IT RESOLVED by the Pender County Board of Commissioners that

A contract with and purchase order to Norris, Kuske & Tuntall, Consulting Engineers, Inc., is authorized in the amount of \$12,000 for design of a sewer pump station and force main to serve the Topsail Middle School.

63-406458 Topsail Middle School Renovations

AMENDMENTS:

MOVED _____ SECONDED _____

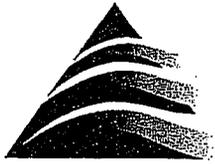
APPROVED _____ DENIED _____ UNANIMOUS

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

Jimmy T. Tate, Chairman 03/16/09

ATTEST 03/16/09

County's Copy



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

February 9, 2009

Mr. David Smith
Pender County Schools
925 Penderlea Highway
Burgaw, NC 28425

RECEIVED

FEB 26 2009
PENDER FINANCE

Re: Proposal for Professional Civil Engineering Services
Topsail Middle School – Sewer Pump Station and Forcemain
Pender County, NC
NKT Project No. 09014

Dear Mr. Smith:

We propose to furnish the following professional engineering services associated with the subject project for a Lump Sum Fee of Twelve Thousand and 00/100 (\$12,000.00) Dollars.

Scope of Services:

1. We will design a new sewer pump station and forcemain to connect the existing school sewer system to the new wastewater treatment plant.
2. We will submit for applicable state permits from NCDENR.
3. Upon receipt of permits, we will prepare a bid package and solicit contractor bids. We will provide limited contract administration to include bid opening, recommendation of award, issuance of notice to proceed, preconstruction conference, review of shop drawings, recommendation of payment applications, and construction observation sufficient to certify compliance with the permits to NCDENR. We will prepare as-builts based on contractor red-lined drawings.

Services in addition to this scope can be provided at your written request.

The following items are not included in the scope of services:

- Redesign due to changes initiated by the Owner
- Erosion control plan
- Stormwater management plan
- Boundary, Topographic and Tree survey
- Soils Investigation
- Printing and reproduction costs
- Estimating
- Site Lighting
- Permit application fees
- Preparation of as-built plans
- Environmental assessments
- Wetlands delineation and/or permitting

Services beyond the basic scope can be provided on a cost plus basis in accordance with our standard hourly rates which are:

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.

Expenses: Cost plus 15% not included in lump sum fee.

We will invoice monthly for our services. Interest due at 1-1/2% per month on outstanding invoices in excess of 30 days.

Client agrees that Consultant has the right to suspend or terminate service if undisputed charges are not paid within 45 days of receipt of Consultant's invoice, and Client agrees to waive any claim against Consultant, and to indemnify, defend, and hold Consultant harmless from and against any claims arising from Consultant's suspension or termination due to Client's failure to provide timely payment. Client recognizes that any charges not paid within 30 days are subject to a late payment charge equivalent to 1.5 percent of the balance due for each additional month or fraction thereof that undisputed charges remain unpaid. Any charges held to be in dispute including reasonable attorney and court fees.

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

Terms and Conditions:

Standard NSPE/CEC Conditions "EJCDC No. 1910-1 (1996 Edition)".

Mediation:

Prior to litigation and/or arbitration, the parties shall endeavor to settle disputes by mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect unless the parties mutually agree otherwise. Demand for mediation shall be filed in writing with the other party to the Agreement and with the American Arbitration Association. A demand for mediation shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for mediation be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

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 all 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.

Limitation of Liability:

The Owner agrees to limit the Design Professional's liability to the Owner, and to all construction Contractors and subcontractors on the project, due to the Design Professional's negligent acts, errors, or omissions, such that the total aggregate liability of each Design Professional to all those named shall not exceed \$50,000 or the Design Professional's total fee for services rendered on this project, whichever is greater.

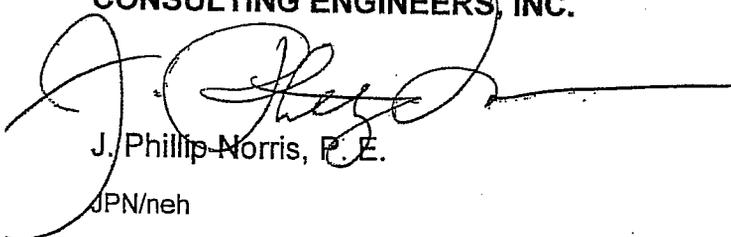
Permits and Review:

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.

We appreciate the opportunity to submit this proposal. If this proposal meets your approval, please sign and return one copy to our office to serve as our authorization to proceed.

Respectfully submitted,

**NORRIS, KUSKE & TUNSTALL
CONSULTING ENGINEERS, INC.**



J. Phillip Norris, P. E.

JPN/neh

09014 02-09-09-p

Authorized by: *Alb. Alt*

Date: 2/19/09