

Quible

Quible & Associates, P.C.

ENGINEERING • ENVIRONMENTAL SCIENCES • PLANNING • SURVEYING
SINCE 1959

P.O. Drawer 870
Kitty Hawk, NC 27949
Phone: 252-261-3300
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PRINCIPALS
Sean C. Boyle, P.E.
Joseph S. Lassiter, C.E.P.
Eduardo J. Valdivieso, P.E.

ASSOCIATES
Joseph J. Anlauf, P.E.
Katherine C. Marchello, P.L.S.

October 29, 2007

Ms. Carrie Gordin
Town Clerk
Town of Southern Shores
5375 N. Virginia Dare Trail
Southern Shores, NC 27949

Re: Agreement for Professional Engineering Consultant Services
Town of Southern Shores
Southern Shores, North Carolina

Dear Ms. Gordin:

Quible & Associates, P.C. (ENGINEER) respectfully proposes to continue with our current engineering consulting services agreement arrangement with the Town of Southern Shores (OWNER).

This agreement format, as you know, has been in place since April 27, 1998.

ENGINEER agrees to provide professional services (engineering, environmental, land surveying, see Exhibit 1 Firm Profile for detail list of services offered) only upon demand and authorization to proceed by OWNER.

A scope of services, time period for performance of services, limitations on fees and any other special conditions may be established in conjunction with each specific work demand order and corresponding authorization to proceed. Also, we do not charge Southern Shores for attendance at evening Planning Board or Council meetings but do charge hourly rates for meeting preparation on any key issue and for attending business hour meetings when requested. An hourly rate schedule is attached hereto as Exhibit 2.

Statements for services rendered, through the 25th day of each month, will be presented for payment on the first day of the subsequent month. Each monthly statement amount shall be due and payable on or before the 15th day of the invoice month. Non-payment of the current statement amount, in full, by the 25th of the current month, shall constitute cause for a work stoppage on the project; unless prior written arrangements for payment have been agreed thereto. Any unpaid balance aged 30 days or more shall be subject to a service charge of 1.5% per month until paid in full, including the service charge. Should a work stoppage be caused, for a non payment, as described above, work shall not proceed until satisfactory arrangements have been made between the signers of this agreement.

This is **EXHIBIT 2**, consisting of 1 page, referred to in and part of the **Letter of Agreement between Owner and Engineer for Professional Services** dated October 29, 2007.

Initial:
Owner _____
Engineer SW

Standard Hourly Rates Schedule

Standard Hourly Rates are subject to annual review and adjustment. Hourly rates effective on the date of the Letter of Agreement are:

J. J. Anlauf, PE	Project Engineer, Registered PE	\$ 90.00
S. C. Boyle, PE	Principal Engineer, Registered PE	\$110.00
C. A. Boyle	Financial Manager	\$ 50.00
D. A. Dail, EIT	Design Engineer	\$ 65.00
D. A. Deel, PE	Project Engineer, Registered PE	\$ 90.00
W. E. Eadus, P.G.	Environmental Scientist, Geologist	\$ 85.00
E. Fewox	Survey Crew Chief	\$ 70.00
J. M. Hurdle	CAD Designer	\$ 75.00
J. S. Lassiter, C.E.P.	Principal Environmental Scientist	\$110.00
K. C. Marchello, P.L.S.	Director of Surveying	\$ 90.00
J. Page	Survey Technician	\$ 50.00
B. D. Rubino, P.G.	Environmental Scientist, Geologist	\$ 85.00
N. M. Smith	Office Administrator	\$ 45.00
D. J. Snyder	Survey Technician	\$ 50.00
T. A. Stokley	CAD Designer	\$ 75.00
E. J. Valdivieso, PE	Principal Engineer, Registered PE	\$110.00
A. Zendeli	CAD Designer	\$ 55.00

Reimbursable Expenses Schedule

Reimbursable Expense rates are subject to annual review and adjustment. Rates effective on the date of the Letter of Agreement are:

- A. Postage/Shipping** - at cost plus 10%, for all "Fed-X, UPS" type transmittals.

NORTH CAROLINA

SERVICE CONTRACT

DARE COUNTY

PURCHASE ORDER # 6356

THIS CONTRACT is made and entered into this the 4th day of December, 2007, by and between TOWN OF SOUTHERN SHORES, a body corporate and politic existing pursuant to the laws of the State of North Carolina, (hereinafter referred to as "the TOWN") party of the first part and QUIBLE & ASSOCIATES, P.C. EID# _____, (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:

CONTRACTOR agrees to provide professional engineering, environmental, surveying and related services upon demand and authorization of TOWN.

A scope of services, time period for performance of services, limitations on fees and any other special conditions may be established with each work demand order and authorization to proceed issued by the TOWN. CONTRACTOR's hourly rate schedule for CONTRACTOR's employees and expenses shall be as set forth in Exhibit A attached to this contract and incorporated herein by reference.

All files, documents, original drawings, etc. produced and generated by the CONTRACTOR as required for a project shall remain the property of the CONTRACTOR with full copying and reproduction rights vested therein. Copies of all documents, drawings, etc. shall be issued, at the request of the TOWN, to the TOWN and appropriate persons, corporations and agencies involved in the development of a project. The costs of such reproduction shall be covered in each work demand order for a specific project.

2. TERM OF CONTRACT

The term of this CONTRACT for SERVICES shall be effective upon execution by the TOWN and CONTRACTOR and continue thereafter until such time as a new written contract is effective between the parties. 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.

3. 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 during which SERVICES are performed. Payment will be processed promptly upon receipt and approval by the TOWN of the invoice.

4. 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.

5. 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.

6. 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.

7. 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 canceled, terminated or suspended in whole or in part by the TOWN, and the CONTRACTOR may be declared ineligible for further TOWN contracts.

8. 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.

9. 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.

10. CONTRACT DOCUMENTS/AMENDMENTS

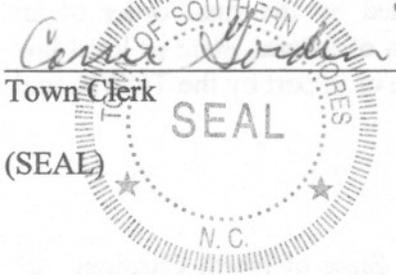
This document together with the purchase order and any attached exhibits constitutes the entire Contract between the said two parties and may only be modified by a written mutual agreement signed by the parties and attached hereto.

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11. SIGNATURES

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

ATTEST:



Town Clerk

(SEAL)

TOWN OF SOUTHERN SHORES

By:

Title:

Date:

Don Smith

Mayor

12/5/2007

Witnessed or Attested By:

Carrie Gordon

CONTRACTOR

By:

Title:

Date:

E. J. [Signature]

Vice President

12/12/2007

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

Bonnie M. Swain
Finance Director

