

Town of Nags Head
Public Works Contract Review Cover Form

Your review and comments are needed no later than:

February 11, 2014

Contract Name : Colony Ridge Nursing home Fac. Renovation-Upgrade Study

Contract Originator: Karen Heagy

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

Reviewer	Approval Date	Revisions to be made
Town Engineer	2-13-14	
Finance Director	2-12-14	
Town Clerk	2-12-14	
Town Attorney	2-12-14	Made suggested Changes. KBH



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

NORTH CAROLINA
DARE COUNTY

SERVICE CONTRACT
PURCHASE ORDER # 14-01849

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

BBC
(CONTRACTOR initials)

THIS CONTRACT is made and entered into this the 13th day of February 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 Cahoon & Kasten Architects, PC, 118 W. Woodhill Dr., Nags Head, NC 27959, (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 a Facility Study to evaluate the condition of the Colony Ridge building, to catalog necessary repairs and improvements, and to estimate their cost at the Colony Ridge Nursing Home Facility, 430 Health Center Dr., Nags Head, NC 27959 **in accordance with proposal "Colony Ridge Nursing Home Facility Renovation/Upgrade Study", as prepared by Cahoon and Kasten dated February 3, 2014.**

Total contract price is \$ 5,000.00 (Five Thousand Dollars and no Cents). Price is in accordance with CONTRACTOR's Proposal, dated February 3, 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 February 17, 2014. The contract completion date shall be March 10, 2014 with time being of the essence. If CONTRACTOR fails to complete work under this contract by March 10, 2014 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 per 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

In order to produce the study CONTRACTOR will:

- Obtain drawings of the existing building and site improvements
- Visit and document conditions in text and photographs
- Develop a preliminary list of repairs and improvement in consultation with you or your designees
- Develop cost estimates for each item
- Prepare a final list of repairs and improvements with cost estimates in consultation with The TOWN or its designees.
- Prepare and deliver a final report including all findings and recommendations along with illustrations as necessary
- Attend up to three meetings (expected to include a Commissioners meeting) to present the report and respond to questions.

3. TERM OF CONTRACT

The term of this CONTRACT for SERVICES is from February 13, 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 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 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

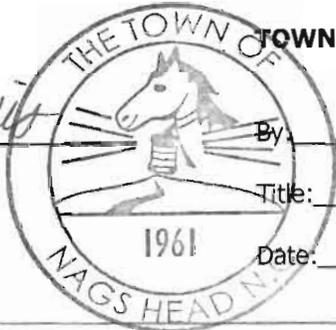
This Contract is subject to such additional provisions as are set forth in any addendum executed separately by each party and attached hereto.

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.


TOWN OF NAGS HEAD
 Witnessed or Attested By: Carolyn J. Merrill By: [Signature]
 Title: Town Manager
 Date: 2/14/14

[Signature]
 Witnessed or Attested By:
 Corporate Seal:

CONTRACTOR
 By: [Signature]
 Printed Name: Ben Cannon
 Title: President
 Date: 2/13/14

"This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act."
[Signature] 2-14-14
 Finance Officer

APPROVED AS TO FORM AND LEGAL SUFFICIENCY.
[Signature]
 TOWN ATTORNEY

February 3, 2014

Mr. Cliff Ogburn, Town Manager
Town of Nags Head
Post Office Box 99
Nags Head, North Carolina 27959

Re: Colony Ridge Nursing Home
Facility Renovation/Upgrade Study

Dear Cliff:

I am writing in response to the Town's informal proposal request for a Facility Study to evaluate the condition of the Colony Ridge building, to catalog necessary repairs and improvements, and to estimate their cost. Thank you for this opportunity! As the local architects already engaged in a renovation and expansion project there we are very well positioned to expedite this study.

After receiving the Mayor's request I re-visited the building to get a feel for what some of the outstanding issues are. There are many cosmetic and environmental issues which are readily visible to the eye; deteriorating siding, old drafty windows, dim halls, worn finishes, old worn furnishings, and lots of accumulated clutter. But I also found significant concealed problems; settled and compressed (and ineffective) ceiling insulation, poorly maintained sprinklers (which had recently frozen and burst), and old heat pumps (one of which had recently caught fire).

Study Description

This study would identify conditions needing repair or improvement, rooms and spaces needing reconfiguration, and needs for additional space. Order-of-magnitude cost estimates would be developed and tabulated for all items. A course of action and set of priorities would be recommended.

Scope of Work

In order to produce the study described above Cahoon and Kasten Architects will:

- Obtain drawings of the existing building and site improvements
- Visit and document conditions in text and photographs
- Develop a preliminary list of repairs and improvements in consultation with you or your designees
- Develop cost estimates for each item
- Prepare a final list of repairs and improvements with cost estimates in consultation with you or your designees

Prepare and deliver a final report including all findings and recommendations along with illustrations as necessary

Attend up to three meetings (expected to include a Commissioners meeting) to present the report and respond to questions

Fee

Our fee for the Scope of Work described above will be \$5,000.00. This includes mileage, printing, postage and up to (10) copies of the report.

Schedule

We are prepared to complete this report in three (3) weeks from the time we are authorized to proceed.

I hope this letter includes all of the information you need in order to proceed. If not, or if you have any questions at all, please contact me.

We look forward to again being of service to our Town. And thank you again for this opportunity.

Regards,

Ben Cahoon, AIA

Cc: Hon. Bob Edwards, Mayor

Purchase No: 14-01849
 Status: Open
 Order Date: 02/06/14
 Due Date:
 Description: COLONY RIDGE FACILITY STUDY
 P.O. Total: 5,000.00
 Void Total: 0.00

Vendor: CAH00020
 Vendor's County: DARE
 CAHOON & KASTEN
 118 W WOODHILL DRIVE
 NAGS HEAD NC 27959

Seq Catalog Num	Line Item Description	Qty	Unit	Price	Item Total	Stat/Chk	Enc Date	Rcvd Date	Chk/Void date	Invoice	Inventory Id	Sales Tax
1	COLONY RIDGE FACILITY STUDY	1.00		5,000.0000	5,000.00	0	02/06/14					
						10-410-1-5445-00						
					5,000.00							

CONTRACTED SERVICES