

Town of Nags Head
Public Works Contract Review Cover Form

Your review and comments are needed no later than:

1-8-16

Contract Name : Dowdy Recreational Park Design Survey

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	1-8-16	None
Finance Director	1/11/16	None
Town Clerk	1-8-16	
Town Attorney	1-7-15	Made suggested revision KBH

Robert C. Edwards
Mayor

Susie Walters
Mayor Pro Tem

Cliff Ogburn
Town Manager



Town of Nags Head
Post Office Box 99
Nags Head, North Carolina
27959
Telephone 252-441-5508
Fax 252-441-0776
www.nagsheadnc.gov

M. Renée Cahoon
Commissioner

John Ratzenberger
Commissioner

Marvin Demers
Commissioner

NORTH CAROLINA
DARE COUNTY

SERVICE CONTRACT
PURCHASE ORDER # 16-01666

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


(CONTRACTOR *initials*)

THIS CONTRACT is made and entered into this the 8th day of January 2016 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 Barnette Integrated Land Development, P.O. Box 7159, Kill Devil Hills, NC 27948, (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:

SCOPE OF WORK:

To furnish all Professional Services as per Request for Proposal entitled Professional Services for Dowdy Recreational Park Design Survey dated December 9, 2015 (copy attached).

CONTRACT AMOUNT:

TOTAL CONTRACT NOT TO EXCEED PRICE \$3,800.00 (THREE THOUSAND EIGHT HUNDRED DOLLARS AND NO CENTS). PRICE IS IN ACCORDANCE WITH CONTRACTOR'S PROPOSAL FOR SERVICES, DATED 12/31/2015 (copy attached).

It is mutually agreed by and between the TOWN and CONTRACTOR that SERVICES under this contract will commence January 8, 2016. The contract completion date shall be February 19, 2016 with time being of the essence. If CONTRACTOR fails to complete work under this contract by February 19, 2016, 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 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

PROFESSIONAL SERVICES FOR THE DOWDY RECREATIONAL PARK DESIGN SURVEY WORK.

3. TERM OF CONTRACT

The term of this CONTRACT for SERVICES is from January 8, 2016 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

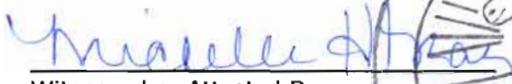
This Contract is subject to such additional provisions as are set forth in any addendum executed separately by each party and attached hereto.

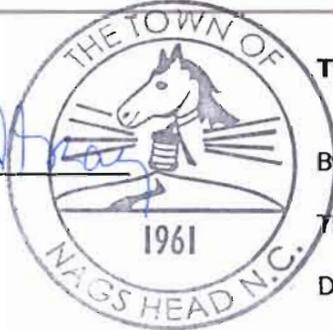
12. CONTRACT DOCUMENTS/AMENDMENTS

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.

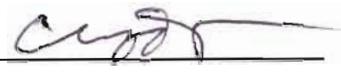
13. SIGNATURES

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


Witnessed or Attested By: _____

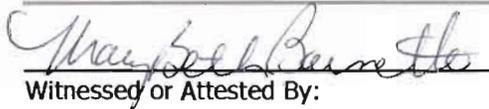


TOWN OF NAGS HEAD

By:  _____

Title: Town Manager

Date: 1/14/16


Witnessed or Attested By: _____

Corporate Seal: _____

CONTRACTOR

By:  _____

Printed Name: MARTIN BOANGA

Title: SURVEYOR

Date: 1/14/16

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


Deputy Finance Officer

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. 16-01666

SHIP TO

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

VENDOR

Vendor #: BARNE025

BARNETTE INTEGRATED LAND DEVEL
 PO BOX 7159
 109 W FRESH POND DRIVE
 KILL DEVIL HILLS, NC 27948

ORDER DATE: 01/07/16
 DELIVERY DATE:
 STATE CONTRACT:
 VENDOR ACCT NUM:
 VENDOR PHONE #: (252) 441-5154
 VENDOR FAX #:
 REQUISITION #: R1600629

MAIL INVOICE TO:

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

QUANTITY	DESCRIPTION	ACCOUNT NO	UNIT PRICE	TOTAL
1.00	Dowdy Park Design Survey Please do not fax po. Contract work	60-620-0-5445-00 CONTRACTED SERVICES	3,800.0000	3,800.00
			TOTAL	3,800.00

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.



Request for Proposals
for
**PROFESSIONAL SERVICES FOR DOWDY RECREATIONAL
PARK DESIGN SURVEY**

Date: December 9, 2015

**Submittal deadline:
December 31, 2015, 2:00 PM, Local Time**

Prepared By:



Town of Nags Head
Department of Public Works
PO Box 99 | 2200 Lark Ave.
Nags Head, NC 27959
P: 252.441.6221 | F: 252.441.3350
www.nagsheadnc.gov

SECTION I - GENERAL INFORMATION FOR PROPOSERS

1. PROJECT DESCRIPTION

A. Name or Title of Project

Town of Nags Head Dowdy Recreational Park

B. Project Location(s):

Town of Nags Head Municipal Building
3005 S. Croatan Hwy.
Nags Head, North Carolina 27959

C. Project Overview:

The Town of Nags Head is seeking proposals from qualified firms to provide professional services for the Scope of Work identified in Section 3 in the provision of surveying services necessary to assist the Town in the development of design documents for the Town of Nags Head Dowdy Recreational Park.

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 described below for this project.

The subject property is a 5 ac. tract of land located at 3005 South Croatan Highway, formerly known as Dowdy's Amusement Park. The formerly developed property was purchased in 2013 by the Town of Nags Head with the intent to develop a recreational park for use by citizens and visitors alike. A conceptual Master Plan was subsequently prepared and approved by the Board of Commissioners and configured to support individual and group activities with multiple uses occurring concurrently such as art shows, farmers markets, public performances, and group fitness activities, (a sketch of the approved conceptual development plan is attached for reference). Significant portions of the previously developed site improvements have been demolished and removed from the property with a grassed lawn, portions of an asphalt drive and subsurface wastewater disposal system remaining. The intent is to proceed with the initial design detailing the development plan in its entirety with construction being "phased" in over a period time as available funds permit.

These services will be procured by competitive proposals subject to 44CFR13.36 and in accordance with Town of Nags Head Procurement Policies. It is estimated that the total cost of services to be provided is less than \$50,000 and exempt from NCGS 143-64.32 and by resolution of the Town of Nags Head Board of Commissioners. The anticipated scope of services is outlined in Section 2.

A cost proposal shall be provided for the performance of the identified services. Costs shall be formatted in a not to exceed cost estimate and shall include all reimbursable expenses based upon a mutually agreed scope of work for each assignment as noted herein.

Demonstrated capability of the firm to perform all of the work elements, review of comparable work and references, timely mobilization of staff and equipment, schedule for completion of services and submitted fee proposal will be considered. The selected firm will be notified of award within a two week period following the proposal submission deadline.

D. Contact for Information and Issuing Office:

David Ryan, P.E. Public Works Project Coordinator
Department of Public Works
2200 Lark Ave
Nags Head, North Carolina 27959
Telephone (252) 441-6221
FAX (252) 441-0776
FAX is for questions only, not submission of proposals.
Email: david.ryan@nagsheadnc.gov

E. Deadline:

Receipt of Proposals: 2:00 P.M., December 31, 2015

Proposals will not be accepted or considered after 2:00 P.M. on the closing date. Proposals received after the submission deadline will be returned unopened.

F. Questions and Addenda:

Offerors shall carefully examine this RFP and any addenda. Vendors should seek clarification of any ambiguity, conflict, omission or other error in this RFP in writing. Questions should be addressed to the Public Works project representative. If the answer materially affects the RFP, the information will be incorporated into an addendum and distributed to vendors. Discussions with other Town employees or officials during the solicitation and evaluation period are inappropriate. Therefore, offerors shall not contact any other Town employees or officials regarding this RFP during the period of solicitation and evaluation. Oral comments do not form a part of this RFP.

G. Changes in the Request for Proposals:

Any changes made in this RFP will be posted and distributed to vendors of record. Any and all addenda will be numbered in sequence, dated as of the date of issue, posted and distributed via fax, e-mail or U.S. Mail.

H. Proposal Preparation Guidance:

Proposals should be prepared simply and economically, providing a straightforward, concise delineation of the capabilities of their offering.

I. Proposal Submission:

All proposals must be received in an appropriately marked and sealed envelope or package in the Department of Public Works, P.O. Box 99, 2200 Lark Ave., Nags Head, North Carolina 27959 prior to December 31, 2015, 2:00 P.M. local time. Proposals in the form of telegrams, telephone calls, facsimiles or telex messages will not be accepted. Each proposal shall be signed by an official authorized to bind the vendor and shall contain a statement that the proposal is firm for the one hundred twenty (120) days immediately following the date of submission of the sealed proposals. At the end of the 120-day period, the proposal may be withdrawn at the written request of the vendor. If the proposal is not withdrawn, it will remain in effect until an award is made or the solicitation is canceled.

The outside of the envelope shall additionally be identified as follows:

- Town of Nags Head Dowdy Recreational Park Design Survey Proposal.
- The envelope shall be marked on its face with the name of the person, firm or corporation submitting the proposal

Proposers shall submit one (1) original set of the proposal in a sealed opaque envelope marked as noted above and may be submitted in person or by mail. All Respondents shall provide the following information:

1. A Cover Letter/Transmittal. The cover letter/transmittal shall include the project name, consultant's name and address, date of submittal, and key contact name, phone number, email address, and location of the office performing the work. The cover does not count as a page.
2. A corporate profile of their firm outlining its history.
3. A general statement of qualifications for the proposed scope of work described herein.
4. A description of the consultant's understanding of the project objectives/outcomes and approach, and how these will be achieved in addition to similar project experience. Provide a description of the means and methods that will be used to deliver the requested services. Briefly discuss any issues or problems anticipated and proposed resolutions.
5. Qualifications of lead individual who will be considered the primary contact and list of all key personnel who will be assigned to this project. This should include their relevant experience, qualifications for this project, roles, and responsibilities. Include résumés (limited to one page), specific professional registrations, past relevant experience, and contribution in this capacity to past projects.
6. Schedule. Provide the project team's current workload, proposed process, and project schedule.

7. Written evidence that all required insurance policies, as described in Section 3, are in effect at the time of the RFP deadline.
8. Written evidence that the requested fee structure and schedule of fees are provided.

J. Proposal Withdrawal:

Any proposal may be withdrawn without prejudice prior to the official proposal opening time or any publicized postponement thereof by notifying the Town in writing. Proposers may withdraw their proposals in person or through an authorized representative. Proposers and authorized representatives must disclose their identity and provide a signed receipt for the proposal. Proposals may also be withdrawn in accordance with N.C.G.S. 143-129.1

K. Award:

The Town intends to enter into a contract as soon as practicable after receipt of offeror's proposals. The award of a contract shall be at the sole discretion of the Town. Award will be made to the offeror whose proposal is determined to be most advantageous to the Town, taking into consideration the evaluation factors set forth in, "Criteria for Proposal Evaluations." The Town reserves the right to accept or reject any or all proposals in whole or in part and to waive informalities. The Town further reserves the right to issue an award of a contract without further discussion of the proposals submitted. Therefore, the proposals should be submitted initially on the most favorable terms which the offeror can propose with respect to both price and technical capability. The contents of the proposal of the selected vendor will become part of the contract when the award is made. Proposals will be initially evaluated on the basis of the written material provided, with clarification as needed through telephone calls to vendors. Based on this initial evaluation, the Town may select vendors whose services most closely meet the Town's needs to make an oral presentation. Any agreement proposed for the Town's execution shall be included with the proposal.

L. Disposition of Proposals:

All materials submitted in response to this RFP will become the property of the Town. One (1) copy of each proposal shall be retained for official files and will become a public record after the award and open to public inspection. It is understood that the proposal will become a part of the official file on this matter without obligation on the part of the Town except as to the disclosure restrictions contained in Section M, "Disclosure."

M. Disclosure:

In compliance with North Carolina General Statutes (NCGS) § 143-52, trade secrets or proprietary information submitted by a vendor in connection with a procurement shall not be subject to public disclosure under the North Carolina Freedom of Information Act; however, the offeror must invoke the protection of this section prior to or upon submission of the data or other materials, and must identify the specific area or scope of data or other materials to be protected and state the reasons why protection is necessary.

N. Accuracy of Proposal Information:

Any proposer, which submits in its proposal to the Town any information, which is determined to be substantially inaccurate, misleading, exaggerated, or incorrect, shall be disqualified from consideration. The Town reserves the right to contact the proposer to verify any information it deems necessary to provide for a fair and equitable evaluation of the proposal.

Q. Laws and Regulations:

This procurement shall be governed by the NCGS and the Code, Policies and Procedures of the Town of Nags Head.

R. Anti-Collusion :

The respondent represents

- a. That its RFP Submittal is made independently and without consultation, communication, inducement, or agreement with any other Respondent.
- b. That its affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by law in any jurisdiction, involving conspiracy or collusion with respect to seeking any public contract.

S. Conflict of Interest:

The Respondent represents that no Town of Nags Head board member, officer, director or employee,

or any relative of any board member, officer, director or employee has any financial interest in the Respondent's company or will profit in any way from this potential contract.

T. Nondiscrimination:

The successful offeror agrees that it will not discriminate against any employee or applicant for employment because of age, sex, race, creed, or national origin. The successful offeror 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. A statement to this effect will be incorporated into any contract awarded.

2. STATEMENT OF WORK

The intent of this RFP is to have the firms under consideration specifically address the services required and provide a well-considered price proposal for those services. The owner is looking for a approach where the firm(s) will provide the following (not listed in order of preference):

1. Task 1: Consult with Town staff to review past reports, surveys, and design plans of the subject property and adjacent properties. This may include, but not be limited to; Dowdy Park Erosion and Sediment Control Plan (Autocad format), Dowdy Park Concept Plan (Autocad Format), Sandra Dowdy Jump Boundary Survey (PDF Format), Phase I & Phase II Environmental Assessment Dowdy's Amusement Park (PDF Format), Nags Head Elementary School Design (PDF Format), Wrightsville Ave. Sidewalk Extension (PDF Format), Bonnett St. and Memorial Ave Street Improvements (PDF Format). This information will be provided after a Notice to Proceed has been issued by the Town.
2. Task 2: Provide a Boundary Survey for fee simple property and/or permanent easements including all improvements to the site described in Section 3.1.B above. The area of the parcel being surveyed is estimated to be 5.0 acres.
3. Task 3: Provide a Topographic Survey: The Surveyor shall prepare a Topographic Survey to provide sufficient data to design a planned recreational facility, (See Attachment 1). The construction corridor referenced herein (limits of the Topographic Survey) is defined as the area to be impacted by construction of the proposed improvements. Other factors outside the construction corridor shall be surveyed to support ancillary activities.
4. The horizontal and vertical spatial relationship of the above ground natural or man-made features lying within the limits of survey defined will be established and mapped. Elevations shall be taken along the route at 50 foot intervals and at apparent high and low points. Spot elevations shall be taken as necessary to identify significant elevation changes occurring within the limits of survey. Trees having a diameter of six (6) inches (measured three feet above the ground level) lying within the limits of survey, shall be located. Monuments shall be set for bench marks outside the limits of construction at intervals not to exceed 300 feet. The location of benchmarks shall be coordinated with the design such that a minimum of one monumented bench mark is located within the limits of each sheet of the construction plans. The Topographic Survey shall be shown on 24" x 36" drawings at a scale of 1" = 40', etc.
5. Task 4: Collection and Depiction of Existing Subsurface Utility Data: Surface appurtenances of utilities such as water meters, hydrants, valves, sanitary lateral clean-outs, utility poles, guy poles and anchors, junction boxes, and transformers shall be located within the limits of the proposed topographic corridor. Utility poles with direction of overhead lines shall be shown on the Topographic Survey. Sanitary and drainage structures shall be located with rim and invert elevations, size, and material. The size, material, and the direction of sewer pipes shall be located. The Surveyor shall investigate any utility systems within or crossing the Topographic Survey area.
6. Task 5: The submitted drawing information shall include in the baseline horizontal and vertical controls. The baseline shall be referenced to permanent monumentation. The survey control information shall state what horizontal and vertical datum used and shall contain adequate graphical or written descriptions of the locations, construction and marking of all marks used or set and shall explain methods employed in the survey and any adjustments. The Surveyor's

name, registration number, and the date the survey was performed shall be labeled on the submitted topographic drawing.

7. Task 6: The offeror shall create an existing ground Triangular Irregular Network (TIN) surface model compatible with Autodesk Civil 3D format. This shall include any associative breakline, boundary, or surface edits to create an accurate existing ground TIN surface for design purposes. The data shall be inserted and rotated per NC State Plane, NAD 83.
8. Task 7: The offeror shall provide construction stakeout services for the proposed "phased" improvements. Scope of work, deliverables and compensation to be determined at a later date. , (do not include with current Fee Proposal and Schedule).
9. Task 8: The offeror shall provide construction record drawings of the "phased" improvements. Scope of work, deliverables and compensation to be determined at a later date.
10. This project is expected to be substantially completed by February 19, 2016.
11. The existing facility will be available for inspection between the dates of December 9, 2015 and December 31, 2015. Please call to make an appointment.

A. General Requirements

Horizontal and Vertical Controls: The horizontal control data shall be relative to the North Carolina State Plane Coordinate System, North American Datum of 1983 adjustment.

All vertical control shall be established from benchmarks utilizing the North American Vertical Datum 1988 Adjustment.

State plane coordinates with elevations (x,y,z) shall be provided for all field survey points obtained. The electronic Autocad file information shall be inserted and rotated per the North Carolina State Plane Coordinate System, NAD 83.

B. Deliverables

- a. Submit three (3) signed and sealed paper copies and electronic Autocad and PDF files of the Topographic, Boundary, and Utility Survey.
- b. Submit an Autocad electronic copy shall be provided in a .dwg format and shall include an existing ground TIN surface model and based upon the Town of Nags Head template as provided to the offeror.
- c. Submit three (3) signed and sealed paper copies and electronic Autocad and PDF files of the Construction Record Survey, (as requested and per scope of work and compensation determined at a later date).
- d. Submit three (3) copies of a "Survey Schedule" which lists each task/subtask with milestones.

C. Standard of Care

The Consultant shall exercise reasonable care and diligence in performing services under these assignments in accordance with high standards of land surveying practice in North Carolina and in accordance with federal, state and local laws and regulations applicable to the performance of these services.

3. INSURANCE AND INDEMNIFICATION REQUIREMENTS:

1. The Contractor shall defend, indemnify, and hold harmless the Town, its officers, employees, agents, and representatives from any and all liability or loss of any nature whatsoever arising out of or relating to the Contractor's operations under the Statement of Work and any contract entered into including, without limiting the generality of the foregoing coverage, any act or omission of the Contractor, its agents, servants, employees, or invitees in the execution of performance of said contract.

2. The Offeror(s) shall maintain Professional Liability Insurance and Commercial General Liability and Insurance against any and all claims and losses arising out of the operation of the contract and the operations covered therein. This insurance shall be obtained from a company authorized to do business in the state of North Carolina and shall include the Town, its officers, employees, agents, and representatives as additional insured with no less than the following minimum policy limits:

Commercial General Liability: \$1 million Combined Single Limits (CSL) covering bodily injury and property damages;

Professional Liability (errors and omissions) insurance on an occurrence basis is preferred, covering work done or to be done by or on behalf of the Surveyor and providing insurance for professional liability in the amount of \$1,000,000.00 each occurrence.

3. The Contractor shall at its own cost and expense maintain Worker's Compensation Insurance as required by the Code of the State of North Carolina covering each of the persons employed by it in the operation of this contract and keep the insurance in force during the term of this contract. In the event that the contractor is not required by North Carolina General Statutes to maintain Workers' Compensation insurance, the contractor shall maintain Employers' Liability coverage with limits of at least \$1,000,000 per occurrence/aggregate.
4. All policies are to be kept in force during the term of the contract and the certificates. All insurance policies shall be in a form and content satisfactory to the Town, with copies of certificates and endorsements being submitted to the office of the Public Information Officer for review upon award of an agreement which is the subject of this Competitive Sealed Proposal, and endorsements shall further contain a provision that the policies are non-cancelable without sixty (60) days prior written notice to the Town and the Finance Officer.
5. Certificate of Insurance:
The Successful Offeror shall furnish the TOWN with one (1) copy of a certificate of insurance evidencing policies required in the paragraphs above. Such certificate shall specifically indicate that the Public Liability Insurance includes all extensions of coverage required above. If coverage on said certificate(s) is shown to expire prior to completion of all terms of this contract, the Successful Offeror shall furnish a certificate of insurance evidencing renewal of such coverage to the TOWN.
6. Insurance Company and Agent:
All insurance policies herein required of the Successful Offeror shall be written by a company duly authorized by Federal or State law and licensed to do business in the State of North Carolina and be executed by some agent thereof duly licensed as an agent in said state.

4. SELECTION CRITERIA FOR PROPOSAL EVALUATIONS

Entities interested in participating in the Request for Proposals process shall submit all required information. Selections will be made on the basis of criteria listed below. The best qualified team of design professionals that meet the parameters established will be selected for the project.

Each submission will be reviewed to determine responsiveness. Nonresponsive submission will be rejected without evaluation. Responsive submissions will be evaluated by a selection committee established for this purpose. Such evaluation will be based upon the information provided by the Respondents.

Generally, the selection committee will consider the Respondent's overall suitability to provide the required services within the project's time, budget, and operational constraints; and it will consider the comments and/or recommendations of the Respondent's previous clients, as well as other references.

The selection committee will review all RFP submittals in accordance with the following criteria:

1. Technical competence and qualifications of the assigned personnel—specifically experience, training, and education of the key team members.
2. The capability and capacity to furnish all expertise, labor and resources for complete the outlined scope of work.
3. Satisfactory performance of similar services for projects of comparable size and complexity. Specific experience in delivering the required type and scope of services shall be critical.
4. The quality of references from past or current clients, preferably of the size and nature of the project described herein.
5. Geographic location of the Respondent's office where work will be performed in relation to the project location(s).
6. Upon negotiation, a fair and reasonable price.

The Town reserves the right to reject any proposal if the evidence submitted by or the investigation of the proposer fails to satisfy the Town that such proposal is properly qualified to carry out the obligations of the scope of work defined herein, or has previously failed to properly perform or complete any contract on time.



BARNETTE INTEGRATED LAND DEVELOPMENT

Surveying, Mapping, Site Planning and Design

TRANSMITTAL

Date:

12/31/15

Transmitted to:

Town of Nags Head
David Ryan, P.E., Public Works Project Coordinator
Department of Public Works
2200 Lark Ave.
Nags Head, NC 27959

Project Name:

Dowdy Recreational Park Design

Transmitted by:

Martin Barnette, PLS
Barnette Integrated Land Development
P.O. Box 7159 (mailing)
109 W. Fresh Pond Drive (office location)
Kill Devil Hills, NC 27948
(252) 441-5154
bildsurvey@embarqmail.com

Articles Transmitted:

- 1.) Letter of Introduction
- 2.) Relevant Project Experience
- 3.) Evidence of Commercial General Liability Insurance
- 4.) Evidence of Professional Liability Insurance
- 5.) Project Experience References
- 6.) Cost Proposal



BARNETTE INTEGRATED LAND DEVELOPMENT

Surveying, Mapping, Site Planning and Design

December 30, 2015

Mr. David Ryan
Town of Nags Head
PO Box
Nags Head, NC 27959

Dear Mr. Ryan:

Thank you for considering Barnette Integrated Land Development (B.I.L.D.) for this project. B.I.L.D. was created in November 1995 after gaining local civil planning and surveying experience, during the previous seven years. Through these experiences, with two established engineering and surveying firms, an interest and understanding of the surveyor's role in the design and construction of public and private sites was created. After its beginning, B.I.L.D. has performed public projects in Nags Head, Kill Devil Hills, Kitty Hawk, Duck, Manteo, Currituck Mainland, Currituck Outer Banks, Hatteras Island, Ocracoke, Elizabeth City and others. These projects have included schools, museums, bridges, parks, roadways, bikeways, tennis courts, soccer fields, airports, conservation areas, waterways and others. I have attached a schedule of some of these projects performed in the previous 24 months

B.I.L.D. has maintained a simple company structure that provides strong communication with designers and constructors. My mission has always been to provide these entities with the most valuable service possible and to protect their interests. I have attached evidence of my commercial general liability and professional liability insurances, acquired for our clients protection. I have also attached a schedule of individual references of persons who would attest to our performance on similar projects.

Modern survey and mapping equipment and techniques allow me to perform any scale data collection, field output and mapping. All aspects of this work will be performed by a single experienced Professional Land Surveyor. This yields a very high level of quality control to these services and provides another layer of oversight to the entire project. Direct communication to the projects most fundamental elements, sets B.I.L.D. far apart from other firms and has been its greatest competitive advantage. I look forward to highlighting further my experiences on projects similar to this and expressing the advantages of coupling with B.I.L.D. I am attaching a cost proposal for this project.

Sincerely,

A handwritten signature in black ink, appearing to read "Martin Barnette".

Martin Barnette, PLS

1 of 6



BARNETTE INTEGRATED LAND DEVELOPMENT

Surveying, Mapping, Site Planning and Design

Relevant Project Experience

1. Southern Shores Street Improvements, 2016
 - a. BILD under contract to perform construction surveying for 2,600 LF roadway reconstruction, storm water drainage and utility improvements
2. Proposed Dollar General Store, Buxton 11/2015
 - a. BILD performed topographic and existing features survey for 3 AC. commercial site
3. Southern Shores Streets Improvements, 2015
 - a. BILD performed topographic and existing features survey of 4,800 LF ROW
 - b. BILD performed construction surveying for 1,500 LF roadway reconstruction, storm water drainage and utility improvements
4. Lillian Street Beach Access, Kitty Hawk, 2/2015
 - a. BILD performed construction surveying for roadway, parking and drainage improvements
5. Town of Duck Soundside Boardwalk Phase IV, 3/2014
 - a. BILD performed construction surveying for 1,100 LF off shore boardwalk
6. Southern Shores Streets Improvements, 2014
 - a. BILD performed topographic and existing features survey of 4,300 LF ROW
 - b. BILD performed construction surveying for 1,300 LF roadway reconstruction, storm water drainage and utility improvements

CERTIFICATE OF LIABILITY INSURANCE

12/11/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Younts Insurance Agency 121 N Talbert Blvd. PO Box 629 Lexington NC 27292	CONTACT NAME: Valerie Leonard PHONE (A/C No. Ext.): (336) 238-1053 FAX (A/C No.): (336) 238-1053 E-MAIL ADDRESS: _____														
INSURED Barnette Integrated Land Development Po Box 7159 Kill Devil Hills NC 27948	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> <tr> <td>INSURER A: Pri-penn National Mutual Ins.</td> <td>14990</td> </tr> <tr> <td>INSURER B: Hartford Insurance Company</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Pri-penn National Mutual Ins.	14990	INSURER B: Hartford Insurance Company		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
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INSURER B: Hartford Insurance Company															
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES **CERTIFICATE NUMBER:** CL153404014 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			GL90611217	2/2/2015	2/2/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	22WBCCS2537	2/2/2015	2/2/2016	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER _____ _____ _____	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Valerie Leonard/VAL <i>Valerie Leonard</i>
--	--

COPY



**Hanover Professionals
Advantage Portfolio**

DECLARATIONS

**THIS IS A CLAIMS-MADE POLICY. DEFENSE COSTS ARE PART OF THE
POLICY LIMITS. PLEASE READ THE POLICY CAREFULLY.**

**ARCHITECTS AND ENGINEERS
PROFESSIONAL LIABILITY POLICY**

Issue Date: 03/05/2015

Policy Number: LH6 A198474 01

Renewal of Policy Number: LH6 A198474 00

Item 1. NAMED INSURED AND ADDRESS:

BARNETTE INTEGRATED LAND
DEVELOPMENT
PO Box 7159
KILL DEVIL HILLS, NC 27948

Item 2. POLICY PERIOD:

Effective Date: 01/30/2015

Expiration Date: 01/30/2016

12:01 A.M. Standard Time at the address
of the Named Insured as stated herein

Item 3. LIMIT OF LIABILITY

(Refer to Insuring Agreement C.1.)

- a. \$100,000 per **Claim** for **Damages** and **Claim Expenses**; not to exceed
- b. \$100,000 Aggregate for **Damages** and **Claim Expenses**, for all **Claims**

Item 4. DEDUCTIBLE:

(Refer to Insuring Agreement C.2.)

\$0 Each Claim (applies to amounts for **Damages** and **Claim Expenses**)

Item 5. RETROACTIVE DATE: 01/30/1997

Item 6. SUBLIMITS FOR SUPPLEMENTAL COVERAGES

Disciplinary Proceedings Coverage (Refer to Insuring Agreement A.4.a.)	\$25,000
ADA, FHA and OSHA Coverage (Refer to Insuring Agreement A.4.b.)	\$25,000

Item 7. PREMIUM FOR THE POLICY PERIOD: \$1,003.00

State Surcharge and Tax: **\$0.00** (if applicable)

Total Premium: **\$1,003.00**

910-0234 12 09



BARNETTE INTEGRATED LAND DEVELOPMENT

Surveying, Mapping, Site Planning and Design

Project Experience References

- Peter Rascoe
Town Manager
Town of Southern Shores
(252) 261-02394
- Ricky Brake, EIT
Project Coordinator
Barnhill Contracting Company
(252) 261-2207
- Joseph J. Anlauf, PE
Engineer
Anlauf Engineering
(252) 489-7143
- Michael W. Robinson, PE, PLS
Engineer and Surveyor
Michael W. Robinson, PE, PLS, Engineering and Surveying
(252) 255-8026



BARNETTE INTEGRATED LAND DEVELOPMENT

Surveying, Mapping, Site Planning and Design

Cost Proposal

December 30, 2015

Mr. David Ryan, P.E. Public Works Project Coordinator
Town of Nags Head Department of Public Works
2200 Lark Avenue
Nags Head, NC 27959

Re: Cost Proposal
Town of Nags Head Dowdy Recreational Park

Dear Mr. Ryan:

This work is intended to be performed and completed as outlined by the Request for Proposals prepared by the Town of Nags Head, 12/9/15.

Execution and delivery of the boundary survey, topographic survey, existing features survey and utilities survey as described in Section 2 (statement of work) can be provided at a total cost of \$3,800. This would include the identification of the benchmarks established and associated grid tie and datum information. This work can be completed as required by the construction schedule. This proposal is valid for at least the minimum of 120 days requested.

Best Regards,

A handwritten signature in black ink, appearing to read "Martin Barnette", is written over a light blue rectangular background.

Martin Barnette, PLS