

1125



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
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www.nagsheadnc.gov

M. Renée Cahoon
Commissioner

John Ratzenberger
Commissioner

Marvin Demers
Commissioner

NORTH CAROLINA
DARE COUNTY

PROFESSIONAL SERVICES CONTRACT
PURCHASE ORDER # 16-01429

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

MAC
(CONTRACTOR initials)

THIS CONTRACT is made and entered into this the 23rd day of November, 2015, 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, (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:

Not to exceed \$10,000 plus applicable North Carolina taxes.

It is mutually agreed by and between the TOWN and CONTRACTOR that work under this contract will commence no later than December 1, 2015. The contract completion date shall be April 1, 2016.

2. DESCRIPTION OF SERVICES

The Scope of Services for this project shall be as follows:

THIS CONTRACT entails providing architectural services related to the development of a Bath House Master Plan for future repair or replacement of the existing bath houses located at the Bonnett Street Beach Access, Epstein Street Beach Access and Hargrove Street Beach Access. Each of the structures at these locations was constructed in the early to mid-1980's serving as a central oceanfront access focal point within the districts they serve. The existing buildings consist of handicap accessible walkways, public restrooms and outdoor showers. The Hargrove Street and Bonnett Street accesses contain and enclosed storage area in addition to an internal office space being provided at the Bonnett Street location. The scope of services shall review the feasibility for full replacement or a "phased in" repair of each structure at the identified locations with an evaluation of associative demolition and construction costs. The performed analysis shall account for implementation of comparable facility design and use of similar materials and building features unique to the Town District.

The CONTRACTOR shall work with the Town staff, in the preparation of schematic level design plans with the following professional services anticipated to complete the scope of work:

- The TOWN shall provide the CONTRACTOR with existing site and building information as available within the town archives. Information may include existing Boundary Surveys, elevation certificates and design plans associated with the original development.
- The CONTRACTOR is expected to consult with the TOWN of Nags Head Ocean Rescue Division in developing a needs analysis for storage of equipment and accommodations for personnel.
- Feasibility Study and Report of the locations described hereon. The feasibility report shall include design development factors including, but not limited to; regulatory constraints, special site constraints, required variances, special permits, special design considerations, construction method and type, spatial requirements, required on-site improvements, development phasing, and contingency allowances. Financial considerations shall be included in this study and shall account for required demolition and construction costs.
- The report shall include the development of a schematic design which shall include, but not limited to, the following; site development plan with diagrammatic indications showing horizontal relationships, principal floor plans, general descriptive views or elevations, illustrative sketches, models, or renderings (as required), general description of the project, including material and equipment outlines and the preparation of opinion of probable construction costs based upon available data.
- Communications and Meeting Attendance: ongoing communications with town staff over the course of the project, conduct on-site evaluations for feasibility analysis and (2) separate Board of Commissioners meeting attendance, (1) to discuss schematic design and (1) presentation at the Capital Improvement Workshop.

3. TERM OF CONTRACT

The term of this CONTRACT for SERVICES is from November 23, 2015 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: 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, and the parties hereby submit to venue in and the personal jurisdiction of the said Courts.

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

[Signature]
Witnessed or Attested By:



By: *[Signature]*

Title: Town Manager

Date: 11-24-15

[Signature]
Witnessed or Attested By:

CONTRACTOR

Corporate Seal:

By: *[Signature]*

Printed Name: Mark Kasten

Title: Architect

Date: 11/19/15

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

[Signature]
deputy Finance Officer

APPROVED AS TO FORM AND LEGAL SUFFICIENCY.

[Signature]
TOWN ATTORNEY

IF ENCLOSURES ARE NOT AS NOTED
PLEASE INFORM US IMMEDIATELY

TRANSMITTAL LETTER

IF CHECKED BELOW, PLEASE

To: Town of Nags Head
(delivered)

- Acknowledge receipt of enclosures
- Return enclosures to us

Date: 11/19/15
Re: NH Bath House Master Plan #15075

WE TRANSMIT: Herewith as requested separately, via

THE FOLLOWING:

- Drawings Progress Prints Change Order Specifications
- Contract Copy of Letter _____

FOR YOUR:

- Information Review & Comment Record
- Approval Distribution Use

Date	Copies	Description
11/19/15	3	Professional Services Contract

Remarks:

Copies to: File By: Mark Kasten

November 4, 2015

David Ryan, P.E.
Public Works Project Coordinator
Department of Public Works
2200 Lark Avenue
Nags Head, North Carolina 27959

Re: Town of Nags Head
Bath House Master Plan

Dear David:

Thank you for inviting Cahoon and Kasten Architects to submit a Proposal for Services for this project.

Since it seems more appropriate to the scale of the project we have submitted our proposal in letter form, with all of the requested information included, and with only the Principals' resumes as attachments. This should make it easier to distribute and review. To our standard proposal letter components of project description, scope of services, schedule, and fee we have added paragraphs for Qualifications, Related Experience, Technical Approach and Selection Criteria.

Project Description

It is our understanding that the Town wishes to either extensively repair and improve or to replace the bath houses located at Bonnett Street, Epstein Street and Hargrove Street. If the repair option is adopted then the repairs may be phased. The design of the facilities is to be consistent with the Nags Head style and in conformance to Town design standards.

At this point the work being requested is a Feasibility Study to determine whether repair or replacement is more viable. The scope of repair and/or new construction should be illustrated in plans, elevations and 3-D images. Opinions of Cost should be developed, including demolition, site feature modification, and construction. Narratives should also be provided.

Scope of Services

In order to complete the Project described above Cahoon and Kasten Architects will:

Secure existing site and building information from the Town

Meet with representatives of the Town, including the Ocean Rescue Division, to further define the building programs and scope of construction

Visit, measure, and photographically document the existing bath houses and prepare as-built base drawings

Research and summarize the relevant ordinances and codes

Develop the design of any repairs or new construction through several rounds of sketches and meetings with Town representatives

Illustrations will include site plans, building plans, elevations, 3-D views, and details where appropriate.

Prepare cost estimates for various alternatives, including demolition

In consultation with Town representatives develop recommended solutions for each of the three sites including illustrations, narratives and cost estimates

Communicate and consult with Town staff as appropriate, and attend Board of Commissioners' meetings

General Qualifications Statement

I began practice in Nags Head over 25 years ago and partnered with Mark Kasten over fifteen years ago. For the last fifteen years our office has been located on Woodhill Drive. In Nags Head alone we have completed over 225 projects including homes, restaurants, retail shops, condominiums, motels, medical facilities, recreational structures and more. Many of our projects are on the oceanfront and we are intimately familiar with related CAMA, FEMA and Nags Head zoning regulations. We also pride ourselves on our thorough understanding of the NC Building Code and state and federal accessibility standards.

Summary of Related Experience

We have completed a number of projects similar to the one proposed including the Harvey Street Sound Access, Kill Devil Hills' Ocean Bay Boulevard Regional Beach Access (which houses Ocean Rescue), and Veteran's Park in Kill Devil Hills. While it does not contain restroom facilities the Manteo Marshes Light replica is somewhat similar in scale and character.

Cahoon and Kasten are also currently serving as architects for the Nags Head Event Site including the completed tensile structure and the forthcoming Pavilion. In the past we have served as consultants to the Town for development of the Architectural Standards, for the Gallery Row study, and analysis of building conditions at Colony Ridge.

I believe we are held in high regard by the planning staffs and elected officials in Nags Head, Kill Devil Hills, and Manteo and I believe any of them would serve as references. Resumes for Mark and I are attached. Not shown on my resume, but relevant, are my current service on the Dowdy Park Steering Committee and the Advisory and Technical Committees for *Focus Nags Head*.

Technical Approach

We begin each project by careful listening and study of the provided documents in order to fully understand the owner's aspirations, we research and summarize the relevant ordinances and codes, and then develop the design through rounds of sketches and client consultations. Early design sketches for this project will be done using SketchUp in order to provide the requested 3-D visuals. Eventual Design Development and Construction Documents will be created using Revit, which also permits very high quality 3-D visuals and renderings.

Mark Kasten, AIA, LEED AP, would serve as the lead architect for this project and is available to begin work immediately. We anticipate no difficulty conforming to the Town's Bath House Project schedule, Board submittal deadlines, and budget/grant development schedules. We believe the Town should allocate at least ninety days for the requested scope.

Selection Criteria

I believe even considering only projects in the Town of Nags Head, familiar to you and the Planning Department, that our technical competence, capability to perform, and record of performance are clear. I am familiar not only with the area but with each of the bath houses because I use them in the summer or when running or cycling the Beach Road.

We estimate fees by anticipating tasks and assigning hours and rates to them. Our fees are very reasonable and we are always open to negotiation.

Fee

For the Scope of Services and Project Described above our fee, including anticipated reimbursable expenses, will be \$10,000.00.

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

If selected we look forward to hearing from you and anticipate working under a standard Town Purchase Order.

Again, thank you and Nags Head for this opportunity.

Regards,

A handwritten signature in red ink, appearing to read "Ben Cahoon". The signature is fluid and cursive, with a prominent initial "B" and a long, sweeping underline.

Ben Cahoon, AIA



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. 16-01429

SHIP TO

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

VENDOR

Vendor #: CAH0020

CAHOON & KASTEN
 118 W WOODHILL DRIVE
 NAGS HEAD, NC 27959

ORDER DATE: 12/08/15
 DELIVERY DATE:
 STATE CONTRACT:
 VENDOR ACCT NUM:
 VENDOR PHONE #: (252) 441-0271
 VENDOR FAX #: (252) 441-8724
 REQUISITION #: R1600551

MAIL INVOICE TO:

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

QUANTITY	DESCRIPTION	ACCOUNT NO	UNIT PRICE	TOTAL
1.00	BATH HOUSE MASTER PLAN	10-530-4-5440-00 PROFESSIONAL FEES	10,000.0000	10,000.00
			TOTAL	===== 10,000.00

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.