

Town of Nags Head
Public Works Contract Review Cover Form

Your review and comments are needed no later than:

February 24, 2016

Contract Name :Dowdy Park Phase I Architectural Services

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	2-23-16	Refined scope of services
Finance Director	2-23-16	
Town Clerk	2-23-16	
Town Attorney	2-23-16	



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 # 16-02079

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

MARC
(CONTRACTOR initials)

THIS CONTRACT is made and entered into this the 24th day of February 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 Cahoon and Kasten Architects, PC 118 Wood Hill Drive, 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** Architectural Services for the Dowdy Park Phase I. Project **in accordance with Request for Proposals entitled "Architectural Services Dowdy Park 3005 S. Croatan Hwy., Nags Head, NC", as prepared by Town of Nags Head.**

Total contract price is not to exceed \$ 17,500.00 (Seventeen Thousand Five Hundred Dollars and no Cents). Price is in accordance with CONTRACTOR's "Request for Proposal – Dowdy Park Pavilion Nags Head", dated Feb. 8, 2016 and subsequently revised and transmitted via email dated February 16, 2016 (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 24, 2016. The contract substantial completion date shall be December 16, 2016 with time being of the essence. If CONTRACTOR fails to substantially complete work under this contract by December 16, 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 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

The following scope of services shall be accomplished:

- Planning and design of an approximate 25' x 50' wood framed event pavilion.
- Recommendations and development of several concept plans, not to exceed three, of differing building material types, makeup and composition.
- Detailed construction drawings that will serve as the basis for permitting, bidding and construction by a general contractor.
- Assistance with selection of construction firms that should be given an opportunity to bid on the project based on their reputation for quality, their experience (previous governmental projects are given specific attention), their reputation for on-time and on-budget performance, and their financial credibility.
- Preparation of necessary bid documents to be sent to construction firms for the project.
- Review of the bids received to assess the relative merits of each and assist the owner in awarding the contract.
- Periodic site observations of the pavilion with contractor and subcontractor coordination during the construction phase.
- Assistance, where necessary, with the government approval process (i.e., permits/construction).
- Final sign-off on the project, assuring that the final project represents what was originally captured in the working drawings.
- Communications, coordination and reporting to Town staff.

3. TERM OF CONTRACT

The term of this CONTRACT for SERVICES is from February 24, 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

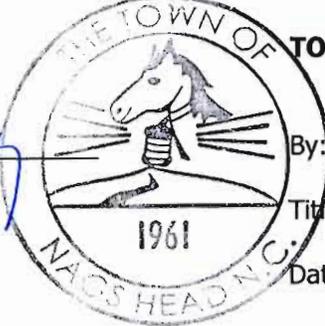
This document together with the purchase order and any attached exhibits constitutes the entire Contract between the said two parties and may only be modified by a written mutual agreement signed by the parties and attached hereto. In the event of any conflict between this contract and any attached documents, the contract language will prevail.

13. SIGNATURES

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

Michelle H. Gray
Witnessed or Attested By:

Andy G.
By: **TOWN OF NAGS HEAD**
Title: Deputy Town Manager
Date: 3/1/16



Vicki Poe
Witnessed or Attested By:

Corporate Seal: 

CONTRACTOR

By: Mark Kasten
Printed Name: Mark Kasten
Title: Architect
Date: 3/1/16

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

Angela
Finance Officer

APPROVED AS TO FORM AND LEGAL SUFFICIENCY.

[Signature]
TOWN ATTORNEY

Subject: RW. 10W101 Nags Head DOWDY PARK REQUEST FOR PROPOSALS FOR ARCHITECTURAL SERVICES

See below. I believe this gets us closer to where we expected.

JENNIFER LUCAS, 1 COUNTRY LN, 2010 L.S. 22 211

To: David Ryan

Subject: RE: Town of Nags Head Dowdy Park Request for Proposals for Architectural Services

REVISED FEE

Ok here is what I can do.

Our fee for the project will be as follows:

Schematic Design	\$ 2,500
Design Development	\$ 3,750
Produce Construction Documents	\$ 7,000
Bidding and Negotiation	\$ 750
Construction Administration	\$ 3,500
Total Architectural Fee	\$ 17,500

Let me know if this will work.



Mark Kasten

110 W. Woodhill Drive

February 08, 2016

Request for
Proposal

Dowdy Park Pavilion
Nags Head

February 8, 2016

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

RE: Town of Nags Head
Dowdy Park Pavilion

Dear David;

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

The attachments to this letter address the requested information which demonstrates that Cahoon and Kasten have the experience and expertise to complete your project. I hope that you will find Cahoon and Kasten Architects the best qualified for the work at Dowdy. We would very much like to meet with the Town of Nags Head to further present our qualifications if necessary.

What follows is an outline of all the information requested in the RFP for the referenced project.

Please do not hesitate to contact me with any questions about this proposal as I will be your contact and perform the work if we are retained. I can be reached by email at mark@obxarchitects.com and cell phone at 252.473.7395.

Sincerely

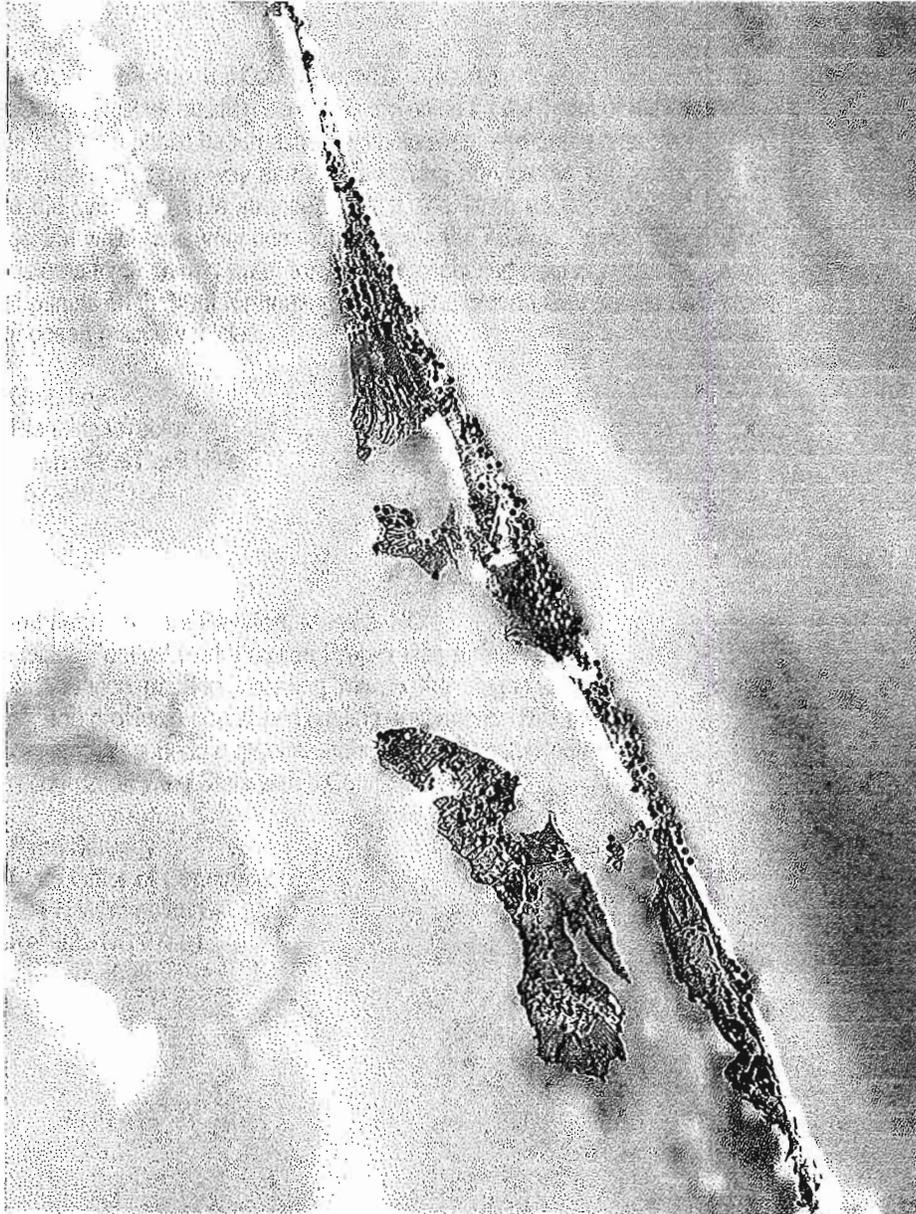


Mark Kasten, AIA, LEED AP

STATEMENT OF QUALIFICATIONS

Cahoon and Kasten has designed many small projects at this scale on the outer banks. Being in a small community, we are sensitive to the need for small incremental steps for one reason or another such as budget or just simply the scale of the building improvements. We believe that because of our experience and proximity to the project we can offer the best, most complete, and thorough services.

We have included a picture of an aerial photograph we have in our office marking all the project of various types and sizes we have completed on the Outer Banks. Our familiarity with construction on the Outer Banks and in Nags Head is quite extensive.



PROJECT OBJECTIVES

It is our understanding from the RFP that the Town intends to build a shelter/performance pavilion on the Dowdy Park site in Nags Head. In the site plan included in the RFP, the pavilion is located on the edge of an open multi-purpose area which could be used as gathering space to view performances in the pavilion among other things.

We would begin with a meeting to discuss and document program requirements and design intent. As this is a fairly small project we would progress quickly into design development where we would create hard line drawings and preliminary perspectives to demonstrate the design concept. Once this phase is approved, we would produce construction documents and specifications for Bidding. After assisting with bidding, contract negotiation and notice for the contractor to proceed with construction, we would monitor the construction process on a weekly basis and monthly construction meetings for the Owner, Architect and Contractors to attend. These meetings would address construction progress and issues. We would also review payment applications and authorize payment through certificate of occupancy and final payment to the contractor.

The project completion date of November 20, 2016 is ambitious and will require swift design decisions and approvals to meet however we do believe there is enough time to complete the project within in your time frame.

PERSONNEL QUALIFICATION & DESIGN TEAM

As this project is small and relatively simple, Mark Kasten would be involved in every aspect of the work from communication, design, drafting, documentation, bidding and construction administration. Mark intends to provide any required structural analysis and electrical design to order to keep fees low and provide better coordination and faster response. We have ample experience in structural and electrical design at this scale. There is no anticipated plumbing or mechanical design required although we do have limited experience in these design disciplines as well.

Resume Mark Kasten, AIA, LEED AP

Mark has twenty-five years of work in the architectural field. He has experience in residential, commercial and institutional design as sole proprietor of the firm he started in 1995. In May of 2000, he merged his practice with Benjamin Cahoon and Associates to form Cahoon & Kasten, Architects. His work includes new construction as well as renovations and remodels of existing structures. He has experience in office design (both municipal and commercial), medical facility design, restaurant and kitchen planning, shopping center and mall design and single family housing design. Other areas of expertise include hurricane resistant design and historic preservation.

Education Bachelor of Architecture, Virginia Tech, 1987

Registrations Registered Architect: NC
LEED Accredited Professional

SCHEDULE

We are currently in a position to start immediately due to the size of this project and current work load.

Our schedule and outline of tasks is as follows:

Produce Design Development Drawings	4 weeks	}
Produce Construction Documents	6 weeks	
Bidding	4 weeks	
Construction Contract Negotiation and Award	2 weeks	
Construction To Substantial Completion	<u>16 weeks</u>	
	32 weeks	

If the project was to begin on March 1, 2016, based on this task time estimates and considering some time for Town Approvals, we believe the project could be completed by the November 30, 2016 date.

FEE

Our fee for the project as stated in the RFP and in this document will be as follows:

Schematic Design	\$ 2,500	} 14.5K
Design Development	\$ 4,000	
Produce Construction Documents	\$ 8,000	
Bidding and Negotiation	\$ 1,000	
Construction Administration	<u>\$ 7,500</u>	
Total Architectural Fee	\$ 23,000	

CERTIFICATION FORM

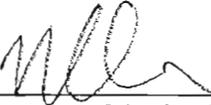
See attached.

CERTIFICATION FORM

THIS PAGE MUST BE COMPLETED AND INCLUDED WITH THE SUBMITTAL
CERTIFICATION

The undersigned hereby certifies, on behalf of the Respondent named in this Certification (the "Respondent"), that the information provided in this RFP submittal to ISSUER is accurate and complete, and I am duly authorized to submit same. I hereby certify that the Respondent has reviewed this RFP in its entirety and accepts its terms and conditions.

Mark Kasten
(Name of Respondent)


(Signature of Authorized Representative)

Mark Kasten
(Typed Name of Authorized Representative)

Owner/Partner
(Title)

2/8/16
(Date)



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. 16-02079

SHIP TO

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

ORDER DATE: 02/23/16
 DELIVERY DATE: 02/22/16
 STATE CONTRACT:
 VENDOR ACCT NUM:
 VENDOR PHONE #: (252) 441-0271
 VENDOR FAX #: (252) 441-8724
 REQUISITION #: R1600771

VENDOR

Vendor #: CAH00020

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

MAIL INVOICE TO:

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

QUANTITY	DESCRIPTION	ACCOUNT NO	UNIT PRICE	TOTAL
1.00	DowdyPark Phasel Architectual Please do not fax po Contract work	10-530-4-5663-00 DOWDY PARK	17,500.0000	17,500.00
			TOTAL	=====
				17,500.00

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.