

**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](http://www.nagsheadnc.gov)

**M. Renée Cahoon**  
Commissioner

**John Ratzenberger**  
Commissioner

**Marvin Demers**  
Commissioner

NORTH CAROLINA  
DARE COUNTY

SERVICE CONTRACT  
PURCHASE ORDER # 16-01956

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

(CONTRACTOR *initials*)

THIS CONTRACT is made and entered into this the 4th 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 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:

SCOPE OF WORK:

To furnish all Professional Services as per Request for Proposal entitled Professional Services for the Permanent Enclosure of the Town of Nags Head "Sally Port" Open Storage Area dated November 16, 2015 (copy attached).

CONTRACT AMOUNT:

**TOTAL CONTRACT NOT TO EXCEED PRICE \$12,500 (TWELVE THOUSAND FIVE HUNDRED DOLLARS AND NO CENTS). PRICE IS IN ACCORDANCE WITH CONTRACTOR'S PROPOSAL FOR SERVICES, DATED DECEMBER 10, 2015 (copy attached).**

It is mutually agreed by and between the TOWN and CONTRACTOR that SERVICES under this contract will commence January 4, 2016. The contract completion date shall be June 30, 2016 with time being of the essence. If CONTRACTOR fails to complete work under this contract by June 30, 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 PERMANENT ENCLOSURE OF THE TOWN OF NAGS HEAD "SALLY PORT" OPEN STORAGE AREA LOCATED AT 5401 S. CROATAN HIGHWAY, NAGS HEAD, NC.

3. TERM OF CONTRACT

The term of this CONTRACT for SERVICES is from January 4, 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 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.

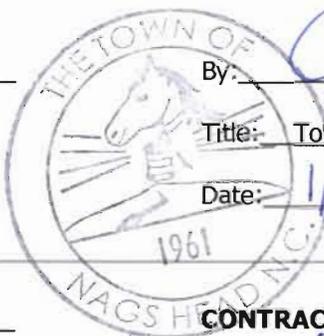
12. CONTRACT DOCUMENTS/AMENDMENTS

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**  
By: [Signature]  
Title: Town Manager  
Date: 1/6/16  
Witnessed or Attested By: [Signature]



**CONTRACTOR**  
By: [Signature]  
Printed Name: Mark Kasten  
Title: Architect  
Date: 1/6/16  
Witnessed or Attested By: [Signature]  
Corporate Seal:



"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



**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. 16-01596**

**SHIP TO**

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

**VENDOR** Vendor #: CAH00020

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

ORDER DATE: 12/31/15  
 DELIVERY DATE:  
 STATE CONTRACT:  
 VENDOR ACCT NUM:  
 VENDOR PHONE #: (252) 441-0271  
 VENDOR FAX #: (252) 441-8724  
 REQUISITION #: R1600606

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

QUANTITY	DESCRIPTION	ACCOUNT NO	UNIT PRICE	TOTAL
1.00	Sally Port Engineering Serv	10-530-4-5772-00	12,500.0000	12,500.00
	Please do not fax PO. Contract work.	CAPITAL OUTLAY BUILDINGS		
			TOTAL	===== 12,500.00

**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.



**Request for Proposals**  
for  
**PROFESSIONAL SERVICES FOR THE PERMANENT  
ENCLOSURE OF THE TOWN OF NAGS HEAD "SALLY PORT"  
OPEN STORAGE AREA**

**Date: November 16, 2015**

**Submittal deadline:  
December 11, 2015, 3:00 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](http://www.nagsheadnc.gov)

## SECTION I - GENERAL INFORMATION FOR PROPOSERS

### 1. PROJECT DESCRIPTION

#### A. Name or Title of Project

Town of Nags Head Municipal Building "Sally Port" Enclosure

#### B. Project Location(s):

Town of Nags Head Municipal Building  
5401 S. Croatan Hwy.  
Nags Head, North Carolina 27959

#### C. Project Overview:

The Town of Nags Head is requesting detailed proposals for professional services related to the design and construction of a permanent enclosure of the "Sally Port" open storage area of the Town Municipal Building. The Town Municipal Complex was design and constructed in 1995/1996 to serve as a centralized location for administrative support services within the Town. The building design incorporated the Old Nags Head Style which has unique architectural characteristics distinct to the Outer Banks community.

One of the Municipal Building design features includes an at grade, open circulation area, permitting police vehicles a direct route to secure sections of the bottom floor. An asphalt circular drive wraps around the northeast corner of the building, permitting vehicular access beneath the building in conjunction with an open storage area for storage of materials. The scope of services shall provide the necessary services as described in Section 2 for the enclosure of the subject area while providing continued vehicular access. The performed design features shall account for implementation of compatible facility design elements and use of similar materials.

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 necessary to perform the tasks described 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](mailto:david.ryan@nagsheadnc.gov)

#### E. Deadline:

Receipt of Proposals: 3:00 P.M., December 11, 2015

Proposals will not be accepted or considered after 3:00 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 Office of the Town Clerk, Nags Head Town Hall, 5401 S. Croatan Highway, Nags Head, North Carolina 27959 prior to December 11, 2015, 3:00 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 Municipal Building "Sally Port" Enclosure 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 detailed listing of similar project experience, including a minimum of three similar projects and brief descriptions of same; and a minimum of three client references from projects of a similar size and scope.
5. A description of the consultant's understanding of the project objectives/outcomes and approach, and how these will be achieved. 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.
6. Qualifications of lead individual who will be considered the primary contact.
7. Team Composition. A complete listing of all key personnel who will be assigned to this project. This will include their relevant experience, qualifications for this project, roles, and responsibilities. Include résumés (limited to one page), specific professional registrations, past

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relevant experience, and contribution in this capacity to past projects.

8. Subconsultants. Include the names and addresses of those who would supplement Respondent's effort in the form of a subconsultant. Of the total effort, state the capacity and approximate percentage of the services that the subconsultant would provide.
9. Schedule. Provide the project team's current workload, proposed process, and project schedule.
10. Describe cost control methods you use and how you establish cost estimates. Include information on determining costs associated with construction in existing facilities.
11. Written evidence that all required insurance policies, as described in Section 3, are in effect at the time of the RFP deadline.
12. 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

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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 "turnkey" approach, where the firm(s) will provide the following (not listed in order of preference):

1. A review of the existing building system plans considering exterior wall extensions with supporting foundation amendments, vehicular access and incidentals incorporating similar material type and construction methods to match the existing structure.
2. Recommendations relative to the installation of different building systems (e.g., electrical, lighting, plumbing, mechanical, etc.).
3. Detailed engineering and construction drawings that will serve as the basis for permitting, bidding and construction by a general contractor.
4. 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.
5. Preparation of necessary bid documents to be sent to construction firms for the project.
6. Review of the bids received to assess the relative merits of each and assist the owner in awarding the contract.
7. Regular site observations of the contractor and subcontractors during the construction phase, and sign off on construction drawings to assure that scheduled payments are made, with appropriate holdbacks, when predetermined work has been completed.
8. Assistance, where necessary, with the government approval process (i.e., permits).
9. Final sign-off on the project, assuring that the final project represents what was originally captured in the working drawings.
10. This project is expected to be substantially completed by June 30, 2016.
11. The existing facility will be available for inspection between the dates of November 16, 2015 and December 8, 2015. Please call to make an appointment.

In general, the anticipated scope of construction work may consist of, but not be limited to the following items;

1. Enclose (3) sides of north section of existing building.

2. Limited Demolition of disposal of water material
3. Limited Demolition of existing concrete slab for foundation construction
4. Metal stud wall framing, (match existing)
5. Exterior concrete wall panels, (match existing)
6. Insulation, drywall and painting
7. Electrical work to include surface mounted light fixtures w/ circuits, conduits, receptacles, switches, garage door connections and emergency exit lights.
8. (2) 10'x10' garage doors with lighting and automatic openers

Supplemental exhibits are attached hereto describing the size and location of the proposed improvements including the typical wall section which denotes material type as referenced from the original building construction design plans.

### **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 Architect/Engineer 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 design and administration services for the project, including the ability to accurately investigate, test, identify, and document existing site and environmental conditions and/or deficiencies requiring repair.
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.

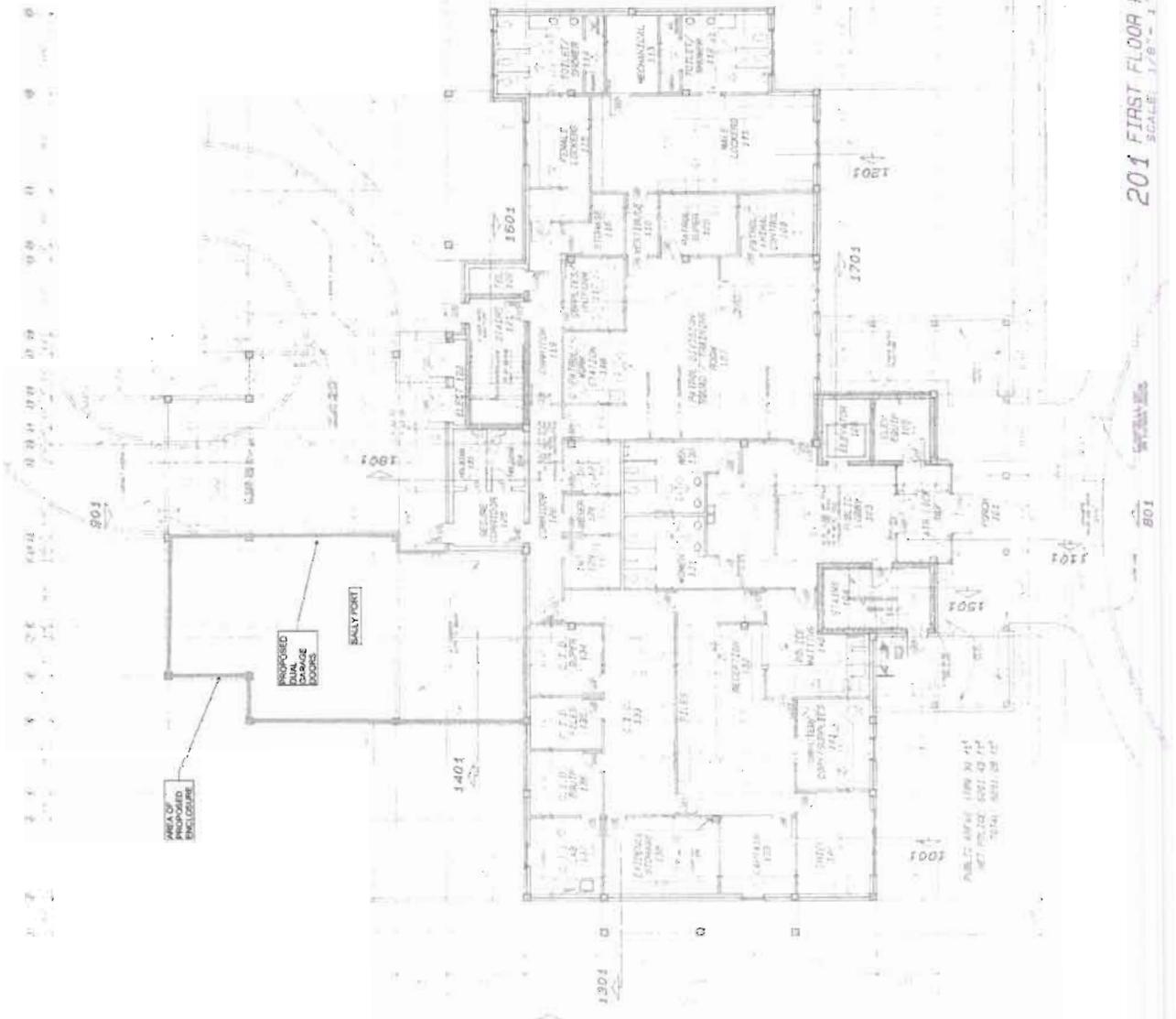
PROJECT NO. 150-0000-01

**DOOR SCHEDULE**

NO.	TYPE	DESCRIPTION	UNIT	QUANTITY	LABOR	MARKET	REMARKS
1	1	1/2" x 6" x 20" ALUMINUM	EA	10	10	10	SEE PLAN
2	2	1/2" x 6" x 20" ALUMINUM	EA	10	10	10	SEE PLAN
3	3	1/2" x 6" x 20" ALUMINUM	EA	10	10	10	SEE PLAN
4	4	1/2" x 6" x 20" ALUMINUM	EA	10	10	10	SEE PLAN
5	5	1/2" x 6" x 20" ALUMINUM	EA	10	10	10	SEE PLAN
6	6	1/2" x 6" x 20" ALUMINUM	EA	10	10	10	SEE PLAN
7	7	1/2" x 6" x 20" ALUMINUM	EA	10	10	10	SEE PLAN
8	8	1/2" x 6" x 20" ALUMINUM	EA	10	10	10	SEE PLAN
9	9	1/2" x 6" x 20" ALUMINUM	EA	10	10	10	SEE PLAN
10	10	1/2" x 6" x 20" ALUMINUM	EA	10	10	10	SEE PLAN

**ROOM FINISH SCHEDULE**

NO.	ROOM	FINISH	QTY	UNIT	LABOR	MARKET	REMARKS
1	1001	CEILING	1000	SQ FT	1000	1000	SEE PLAN
2	1001	FLOOR	1000	SQ FT	1000	1000	SEE PLAN
3	1001	WALL	1000	SQ FT	1000	1000	SEE PLAN
4	1001	DOOR	10	EA	10	10	SEE PLAN
5	1001	WINDOW	10	EA	10	10	SEE PLAN
6	1001	MECHANICAL	10	EA	10	10	SEE PLAN
7	1001	ELECTRICAL	10	EA	10	10	SEE PLAN
8	1001	PLUMBING	10	EA	10	10	SEE PLAN
9	1001	PAINT	1000	SQ FT	1000	1000	SEE PLAN
10	1001	CEILING	1000	SQ FT	1000	1000	SEE PLAN

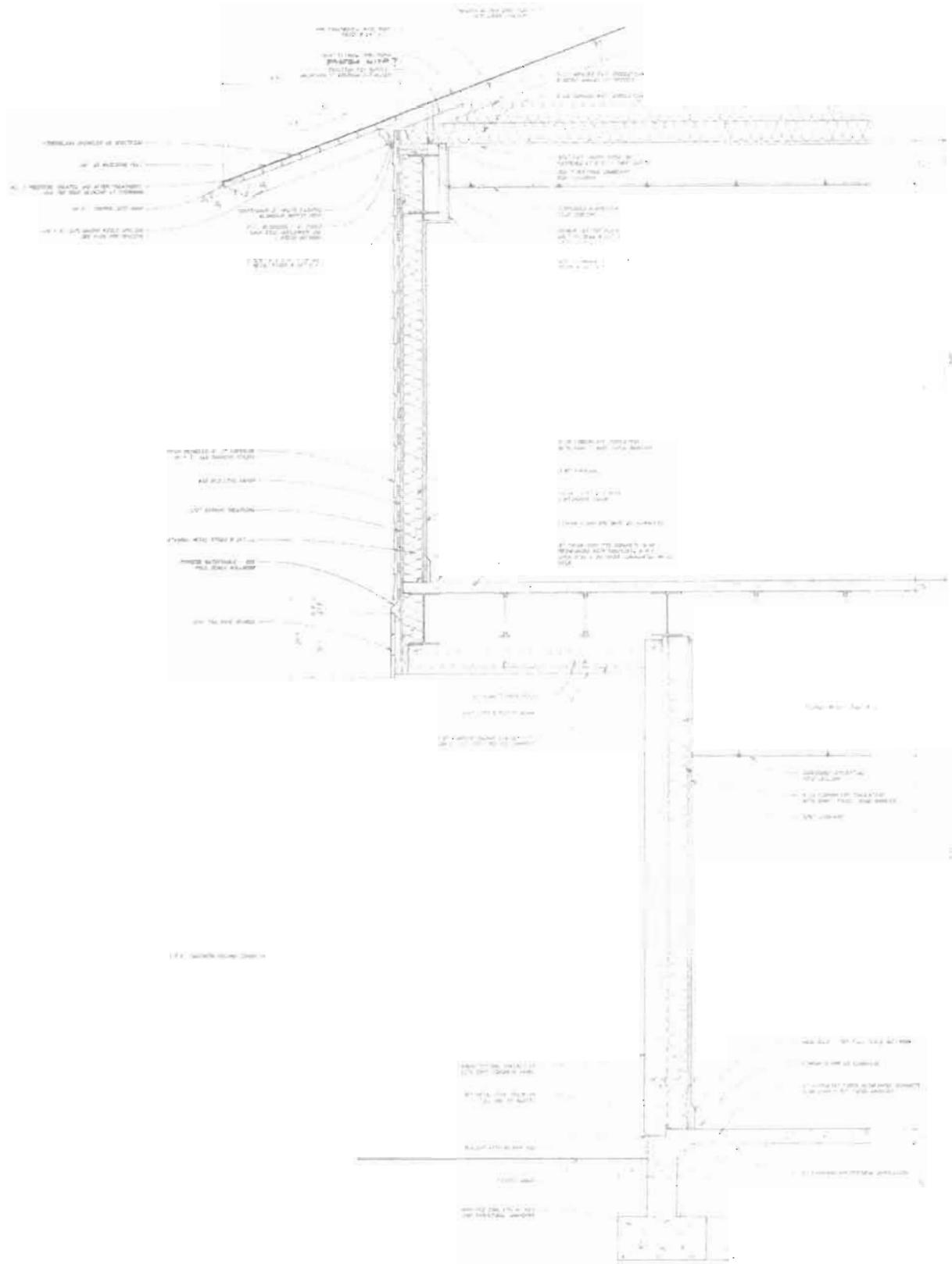


**201 FIRST FLOOR PLAN**  
SCALE: 1/8" = 1'-0"

**H. THOMAS, P.C.**  
ARCHITECTS  
1500 EAST RIVERFRONT DRIVE, SUITE 200  
DENVER, CO 80202

**MAGS HEAD MUNICIPAL COMPLEX**  
COURTNEY CENTER  
1500 EAST RIVERFRONT DRIVE, SUITE 200  
DENVER, CO 80202

DATE: 01/15/2010  
DRAWN: J. SMITH  
CHECKED: M. JONES



1301 WALL SECTION - END WALL  
SCALE: 1" = 1'-0"

December 10, 2015

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

RE: Town of Nags Head  
Permanent Enclosure of the Town of Nags Head "Sally Port" Open Storage Area

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 the work at the Town Hall. We would very much like to meet with the Town of Nags Head to further present our qualifications if necessary.

What follows is an outlining of all the information requested in the RFP dated November 16, 2015 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](mailto:mark@obxarchitects.com) and cell phone at 252.473.7395.

Sincerely



Mark Kasten, AIA, LEED AP

## COMPANY PROFILE

Cahoon and Kasten Architects is a four person architectural firm resulting from the May 2000 merger of Benjamin Cahoon and Associates and Mark Arey Kasten, Architect. Our office is located in Nags Head, North Carolina.

The firm's goal for every project is to **compose in client partnership an appropriate and innovative design solution**. Toward that end we work **with diligence, creativity, and efficiency**. "Composing in client partnership" entails focused listening, seeking early and frequent feedback on designs, and finding ways to give clients what they ask for. An "appropriate" solution meets the client's needs, considers the environment, responds to its context and expresses its function. "Innovative" solutions are spatially efficient, respond to restrictions creatively, and "fit" clients in ways only this kind of design partnership can yield.

Our project list closely reflects the area in which we practice and is very diverse. Completed projects include medical facilities, apartments, condominiums, inns, churches, stores, police and fire stations, recreation centers, offices, restaurants, light industrial facilities, and homes. The majority of these projects are on the barrier islands of the Outer Banks the inland counties of Hyde and Tyrrell and in Elizabeth City, North Carolina. Our attention to their needs has resulted in a long list of repeat clients.

Our partnership with each client is augmented by our selection of the appropriate engineers and other consultants necessary to complete the project. We maintain close relationships with a short list of the best qualified and most professional civil, mechanical, electrical and geotechnical engineers, cost estimators, and others who share our design philosophy. All aspects of each project must contribute to the "appropriate and innovative" solution.

"Diligence, creativity, and efficiency" are supplied in abundance by our well trained and highly skilled staff, using up to date CADD graphics, spreadsheet, and accounting software. The entire staff shares the principal's commitment to each client partnership and they seek to fulfill the client's interest through complete and timely work, responsiveness to inquiries, accuracy in documents, and overall professionalism. The staff's interests in graphics, computer modeling, and construction has brought new and higher levels of service to our clients.

At Cahoon and Kasten Architects we seek satisfying partnerships with every client.

## SIMILAR COMPLETED PROJECTS & REFERENCES

### **Pocosin Arts Folk School Façade Renovation, Columbia, NC**

The Pocosin Arts Folk School occupies an old retail building in down town Columbia, NC that had been poorly modernized many years ago with aluminum and glass storefront, covering up the existing wrought iron decorative columns and support beams. By using photos of the original façade, we renovated the front to replicate the historic design. We were able to integrate current building code requirements and modern materials to bring the building into compliance and within budget.

Reference: Marlene True  
Executive Director  
Pocosin Folk Art School  
252.796.2787

Before



After

### **Kill Devil Hills Ocean Rescue, Kill Devil Hills, NC**

Kill Devil Hills Ocean Rescue building serves as the office for the Town of Kill Devil Hills Ocean Rescue and as a public beach access with showers and bathrooms. As the Ocean Rescue acts in much the same way as the Life Saving Service did 100 years ago in that they save the lives of people stranded at sea, the Town wanted to replicate the 1874 station design which was very common all down the Atlantic Coast. The project incorporates cisterns to catch rain water for flushing toilets and washing vehicles. Also, there are solar panels on the roof for heating water. The ground floor serves as a storage garage for ocean rescue vehicles.

Reference: Greg Loy  
Planning Director  
Town of Kill Devil Hills  
252.449.5318



### **Bayside Body Shop, Kill Devil Hills, NC**

The Bayside Body Shop has completed two separate expansion projects for both of which Cahoon and Kasten was the architect. In 2008 a garage expansion included a paint booth, several work bays and outside canopy. More recently in 2014 Bayside expanded again to include more work bays. Both additions were prefab steel frame construction.

Reference: Brian Holland  
Owner  
Kill Devil Hills, NC  
252.441.8050

## PROJECT OBJECTIVES

It is our understanding from the RFP and our onsite visit with you is that the Town wishes to enclose the western portion of the "Sally Port" on the north side of the Town Hall. This enclosure shall incorporate the same finish as the existing building at the ground level. This includes the precast panel exterior finish. This space will be accessed by two overhead garage doors and personnel door on the east wall. No heat will be designed for the space, but lighting in the enclosure area will be enhanced. The space will be used for vehicle and equipment storage.

We would begin with a thorough survey of the existing conditions in order to determine any issues inconsistent with the current as-built drawings and issues which may cause modifications to the current concept. As this is a fairly small project with a defined program we would progress quickly into design development where we would create completed plans, details and preliminary specifications. 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 application and authorize payment through certificate of occupancy and final payment to the contractor.

Our main concern about the project is related to the construction budget. Based on the preliminary construction cost estimate prepared by the Town, it appears that the project will be difficult to maintain within budget if the new enclosure matches the existing building finishes. Particularly the precast concrete exterior panels. We would recommend that the Bid Documents include a deductive alternate for a less costly exterior finish. Then, if the project is over budget, the Town will have some options other than having to redesign and rebid.

Another issue is the fact that previous additions have been made under the building which are not consistent with the original exterior finish. It is not clear whether these locations to be modified as part of the project or left as-is. We would recommend adding a matching finish to previous additions to the original building.

## 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 current 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:

Survey and Document Existing Conditions	2 week
Produce Design Development Drawings	2 weeks
Produce Construction Documents	3 weeks
Bidding	4 weeks
Construction Contract Negotiation and Award	2 weeks
Construction	12 weeks
Project Closeout	<u>4 weeks</u>
Total Project Time minus Town Approval	29 weeks

**Additional time must be added for Town approval and review.**

**FEE**

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

Survey and Document Existing Conditions	\$ 550
Design Development	\$ 2,200
Produce Construction Documents	\$ 4,600
Bidding and Negotiation	\$ 650
Construction Administration and Project Closeout	<u>\$ 4,500</u>
Total Architectural Fee	\$ 12,500

**CERTIFICATE OF INSURANCE**

See attached.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/31/2015

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).

<b>PRODUCER</b> Selective Insurance Company of America P.O. Box 13325  Richmond VA 23225-0325		<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): (877) 744-3125 FAX (A/C, No): (877) 378-3033 E-MAIL ADDRESS: servicecenter@selective.com	
<b>INSURED</b> CAHOON & KASTEN ARCHITECTS, PC 118 W WOOD HILL DR  NAGS HEAD NC 27959-9394		<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: Selective Ins Co of America NAIC # 12572 INSURER B: Selective Ins Co of Southeast 39926 INSURER C: INSURER D: INSURER E: INSURER F:	

**COVERAGES****CERTIFICATE NUMBER:****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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> BUSINESSOWNERS	<input checked="" type="checkbox"/>	S 2031004	8/17/2015	8/17/2016	EACH OCCURRENCE \$ 1,000,000
						DAMAGE TO RENTED PREMISES (Per occurrence) \$ 300,000
						MED EXP (Any one person) \$ 10,000
						PERSONAL & ADV INJURY \$ INCLUDED
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER					GENERAL AGGREGATE \$ 3,000,000
						PRODUCTS COMP/OP AGG \$ 3,000,000
						\$
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS		S 2031004	8/17/2015	8/17/2016	COMBINED SINGLE LIMIT (Per accident) \$ INCLUDED
						BODILY INJURY (Per person) \$
						BODILY INJURY (Per accident) \$
						PROPERTY DAMAGE (Per accident) \$
						\$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB					EACH OCCURRENCE \$
						AGGREGATE \$
						\$
B	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/>	WC 7985777	8/17/2015	8/17/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
						E.L. EACH ACCIDENT \$ 100,000
						E.L. DISEASE - EA EMPLOYER \$ 100,000
						E.L. DISEASE - POLICY LIMIT \$ 500,000

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

Tanger Properties Limited Partnership is included as additional insured for General Liability as required by written contract.

**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.
	<b>AUTHORIZED REPRESENTATIVE</b> Kathleen Valdes/JD <i>Kathleen H. Valdes</i>

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