

Jeff Wenzel
Mayor

Pamala Hall
Mayor Pro-Tem

Greg Hines
Councilmember

Rena Bragg
Councilmember

Dexter Sholar
Councilmember

Carolyn Stanley
Councilmember

Town of Holly Ridge

*Post Office Box 145
Holly Ridge, North Carolina 28445*

*Telephone (910) 329-7081
Fax (910) 329-1593*



Heather Reynolds, CMC
Town Manager

Tracy Martin
Deputy Town Clerk

HOLLY RIDGE TOWN COUNCIL SPECIAL MEETING AGENDA

August 29th, 2023

5:30 p.m.

All Items are for Discussion and Possible Action

1. Call to Order

2. Invocation and Pledge of Allegiance

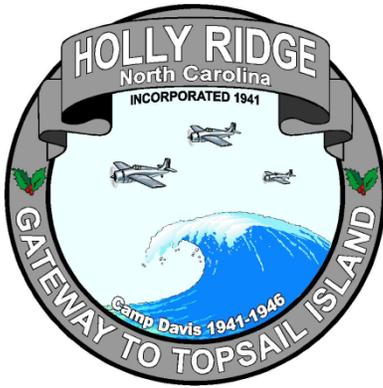
3. Adoption of Agenda

4. New Business

- A. Discussion and Possible Adoption of the Town of Surf City Facilities Use Agreement with the Town of Holly Ridge for Adult Softball.**
- B. Discussion and Possible Approval of a Proposal with Estimates for Renovations to the Town Hall.**
- C. Discussion and Possible Adoption of a Contract for Street Pavement Project Management by Withers Ravenel.**

5. Adjournment

Town of HOLLY RIDGE



PO Box 145 * Holly Ridge, NC 28445 * Phone (910) 329-7081 * Fax (910) 329-1593

NOTICE OF A SPECIAL MEETING OF THE HOLLY RIDGE TOWN COUNCIL SCHEDULED FOR TUESDAY, AUGUST 29th, 2023, BEGINNING AT 5:30 P.M.

The Holly Ridge Town Council has scheduled a Special Meeting on Tuesday August 29th, 2023, at 5:30 p.m. in the Council Chambers of the Town Hall located at 212 N. Dyson Street, Holly Ridge, NC 28445.

The purpose of this Special Meeting is to discuss the following items:

- Discussion of the Town of Surf City Facilities Use Agreement with the Town of Holly Ridge for Adult Softball.
- Discussion and Possible Approval of a Proposal with Estimates for Renovation to the Community Development Department and Controlled Access in Town Hall.
- Discussion and Possible Adoption of the Contract for Street Pavement Survey by Withers Ravenel.

If you should need further assistance please contact Heather Reynolds, Town Clerk (910) 329-7081.

Heather Reynolds, CMC, NCCMC
Town Clerk
Holly Ridge, North Carolina

Posted 08/24/2023.



Facility Use Agreement Softball, 2023-2024 Fiscal Year

Between

The Town of Surf City, North Carolina

And

The Town of Holly Ridge, North Carolina



This Facility Use Agreement (FUA) sets forth the terms and understanding between the Town of Surf City and the Town of Holly Ridge for the implementation of a joint undertaking to expand the Parks, Recreation, and Tourism services provided to both Surf City and Holly Ridge Residents.

Background: The execution of this FUA is intended to establish a formal collaboration between the Town of Surf City and the Town of Holly Ridge and to coordinate efforts to enhance recreational services to our communities.

Purpose: This FUA confirms the agreement for a collaborative effort between the Towns with the objective to clearly define each organization's obligations and responsibilities, and the revenue distribution (if applicable) following any recreational program or event execution.

Obligations: The Town of Surf City, having already established a Parks, Recreation, and Tourism Department and having an administration in place for this Department, will serve as the organizing entity and will solicit, market, and manage the administrative functions of each program and/or event, including staffing, registration, collection of fees, coordination with outside vendors, activity preparations and overall branding and identification. The Town of Surf City will also advance the upfront costs associated with organizing and implementing each program/event.

The Town of Holly Ridge will make available to the Town of Surf City use of the Holly Ridge municipal park activity fields, and associated Liberty Fountain Park, located at 417 Kraft Street, Holly Ridge, NC 28445, to carry out and fulfill the programming and events provided to our communities. The Town of Holly Ridge will ensure all relevant facilities owned by the Town of Holly Ridge are safe, operating, and maintained (includes field preparations: mowing, dragging, base setting per field specifications provided by Town of Surf City and cleaning) prior to each program/event, The Town of Holly Ridge will also, provide a liaison and/or staff member to address any issues that arise concerning the facilities owned by the Town of Holly Ridge

Facility Usage: The Town of Surf City will have priority and access to the Holly Ridge Municipal Park for the Adult Spring, Summer, and Fall Softball sessions. Access will be provided to the fields and their amenities from **5:00-10:00 PM** on program dates.

The facility will be closed for all major holidays and will not be available for use unless otherwise coordinated.

After each program, the facilities shall be cleaned, trash shall be removed, and the facility shall be vacated. Program Staff are responsible for removal of all program supplies at the end of each

program or event. The Town of Surf City is additionally liable for any damage to the facility, its contents, or grounds.

Reporting: The Town of Surf City will make available program data generated through the registration process of all programs/events. Confidential information such as medical records or other generally protected information will not be shared.

Funding:

The Town of Holly Ridge will provide facilities for Surf City programming at the discounted rates listed below. These facilities include the use of the Municipal Park (417 Kraft Street), athletic field lights.

Athletic Fields: \$5/hour (5-10pm)

Athletic Field Lights: \$15/hour

Payment for the use of these facilities will be due by invoice 15 days after the program ends.

In the case that a facility is deemed unable to be used, the cost for the duration of the cancellation will be deducted from the final payment. In the case that the program/event is cancelled the Town of Surf City will provide the Town of Holly Ridge with written notice within 15 days of program start date and no fee will be charged for the program/event.

Duration: This FUA shall become effective upon signature by the authorized officials from the Town of Surf City and Town of Holly Ridge and will remain in effect through the duration of the 2024 Fiscal Year.

Either Town reserves the right to mutually amend these policies and guidelines from time to time with written consent from both Town Managers.

Mutual Release and Indemnity: To the fullest extent permitted by law, the Town of Surf City shall release, indemnify, keep and save harmless the Town of Holly Ridge, its agents, officials and employees, from any and all responsibility or liability for any and all damage or injury of any kind or nature whatever (including death resulting therefrom) to all persons, whether agents, officials or employees of the Town or third persons, and to all property proximately caused by, incident to, resulting from, arising out of, or occurring in connection with, directly or indirectly, the performance or nonperformance of the Town of Surf City's (or by any person acting for the Town of Surf City or for whom the Town of Surf City is or is alleged to be in any way responsible, including but not limited to employees, agents, and volunteers), whether such claim may be based in whole or in part upon contract, tort (including alleged active or passive negligence or participation in the wrong), or upon any alleged breach of any duty or obligation on the part of the Town of Surf City, its agents, officials and employees or otherwise. The provisions of this Section shall include any claims for equitable relief or for damages (compensatory or punitive) against the Town of Holly Ridge, its agents, officials, and employees including alleged injury to the business of any claimant and shall include any and all losses, damages, injuries, settlements, judgments, decrees, awards, fines, penalties, claims, costs, and expenses. Expenses as used herein shall include without limitation the costs incurred by the Town Holly Ridge, its agents, officials, and employees, in connection with investigating any claim or defending any action and shall also include reasonable attorneys' fees by reason of the assertion of any such claim against the Town of Holly Ridge, its agents, officials or employees. The Town of Surf City expressly understands and agrees that any insurance protection provided to the Town of Surf City, shall in no way limit the Town of Surf City's responsibility to release, indemnify, keep, and save harmless and defend the Town of Holly Ridge as herein provided.

This indemnification provision shall not apply to any such claims, injuries or losses caused by the negligence or intentional acts of the Town of Holly Ridge, its agents, contractors, employees, elected officials, or volunteers.

To the fullest extent permitted by law, the Town of Holly Ridge shall release, indemnify, keep and save harmless the Town of Surf City, its agents, officials and employees, from any and all responsibility or liability for any and all damage or injury of any kind or nature whatever (including death resulting therefrom) to all persons, whether agents, officials or employees of the Town or third persons, and to all property proximately caused by, incident to, resulting from, arising out of, or occurring in connection with, directly or indirectly, the performance or nonperformance of the Town of Holly Ridge (or by any person acting for the Town of Holly Ridge or for whom the Town of Holly Ridge is or is alleged to be in any way responsible, including but not limited to employees, agents, and volunteers), whether such claim may be based in whole or in part upon contract, tort (including alleged active or passive negligence or participation in the wrong), or upon any alleged breach of any duty or obligation on the part of the Town of Holly Ridge, its agents, officials and employees or otherwise. The provisions of this Section shall include any claims for equitable relief or for damages (compensatory or punitive) against the Town of Surf City, its agents, officials, and employees including alleged injury to the business of any claimant and shall include any and all losses, damages, injuries, settlements, judgments, decrees, awards, fines, penalties, claims, costs, and expenses. Expenses as used herein shall include without limitation the costs incurred by the Town Surf City, its agents, officials, and employees, in connection with investigating any claim or defending any action and shall also include reasonable attorneys' fees by reason of the assertion of any such claim against the Town of Surf City, its agents, officials or employees. The Town of Holly Ridge expressly understands and agrees that any insurance protection provided to the Town of Holly Ridge, shall in no way limit the Town of Holly Ridge's responsibility to release, indemnify, keep, and save harmless and defend the Town of Surf City as herein provided. This indemnification provision shall not apply to any such claims, injuries or loses caused by the negligence or intentional acts of the Town of Surf City, its agents, contractors, employees, elected officials, or volunteers.

Contact Information:

Town of Surf City:

Surf City Parks, Recreation & Tourism

Jodi P. Shepard, Parks, Recreation & Tourism Director

201 Community Center Drive, PO Box 2475, Surf City, NC 28445

Town of Holly Ridge:

Holly Ridge Finance Department

Chuck Strickland, Finance Director

212 N. Dyson Street, PO Box 145, Holly Ridge, NC 28445

Teresa B Batts, Mayor

Town of Surf City

Jeff Wenzel, Mayor

Town of Holly Ridge

TEN NAILS CONSTRUCTION, INC.

December 6, 2022

Town of Holly Ridge
212 North Dyson Street
Holly Ridge, NC 28445
Att: Mike McFann

RE: Office Renovation Proposal

Dear Mr. McFann,

Please see the scope of work to renovate certain offices and areas of the Municipal Building as per the drawings by Weston Lyall, PE dated 7/7/2022.

Scope of Work:

Install plastic dust walls as needed to remove existing walls. Remove doorway to the Council meeting area off of the Lobby hallway, remove the partition in between Office # 1 and Planning and Inspections office. Remove the drywall from the front facing wall in planning and Inspections office. Remove service glass window and discard. Remove door partition to the breakroom hallway. Remove a portion of the partitions in office # 2 in order to provide a new hallway to the Council Meeting Room. Remove and discard window in office # 2. Remove the entry door partition to office # 2. Remove doorway to office #3. Remove 4ft of hallway partition near the storage room in office # 3 to install new doorway. Remove window in office # 3 and discard. Remove ceiling above office 4. Frame new offices # 1, 2,4,5, planning and inspections. Construct walls using standard 2x4 studs every 16o.c. Install ceiling and wall blocking as needed. All floor plates to be pressure treated yellow pine. Install new doorway partition outside the breakroom. Install new service windows in office # 3 and # 5. Install 5/8" drywall through out project walls and ceilings. Install new doors with solid jambs and hardware as per plan. The type and style to be discussed. Remove and replace all of the interior doors. Install new 3.25" colonial base and 2.25" colonial casing.

Paint:

All ceilings flat white. Prime bare drywall and paint two coats. Doors, frames and trim-prime, prep and paint two coats.

Flooring:

Remove and discard carpeting. Remove and discard VCT. Add Ardex feather finish leveling compound as needed for smooth flat surface. Install glue down 6x 48 LVP flooring as selected by the Town of Holly Ridge. Install primed white 3/4" quarter round in all offices. Podium area floor in the Council Meeting Area to remain.

Plumbing:

Relocate hot water heater to the attic space. Extend water line as needed. Install pan and drainpipe to the outside. Install new 40-gallon electric AO Smith with a 6-year warranty. Pull toilets in the men's and ladies' bathrooms if required to change out the flooring.

HVAC:

Relocated low voltage wiring and T stat as needed.

Electrical:

Council Meeting area relocate switches for new door way, move receptacles switches, low voltage and fixtures in Office 2 turning into office 4, Move lighting devices, switches in reshaped lobby and new hall way, add lighting to devices to newly proposed office 5, Add office space between office 1 and planning and inspections includes hanging new lighting fixture and devices, add switch for new door by side door, switches and wire extensions to be made up and labeled in junction boxes in ceiling. All fixtures to be provided by contractor. Relocate hot water heater circuit into the attic space.

General Conditions:

Clean-up of exterior work areas daily
Secure and Safe off site daily

Clarifications:

Office trailer to be provided at an additional cost
Working hours are scheduled for Monday thru Friday 8:00am to 4:30pm
Work to be done without interruption- for the exception of weather and unforeseen circumstances
Dimensions given above are approximate. Actual sizes maybe larger/smaller
Daily clean-up of disturbed areas to contractor waste containers

Items that are not include: site work, on site security, permits, project sign, portable toilets, Architectural/Engineered drawings, services or fees, landscaping, gutter and leaders, roofing, concrete repairs, structural repairs, insulation, plumbing fixtures, exterior lighting, security system, specialty hardware, smoke detectors, CO2 detector, replacement. Moving of furniture, displays, signs, artwork, and all interior items necessary to access the project area, Please note unforeseen issues may be revealed. Should that occur, Ten Nails Construction will assess the issue and promptly inform you of any changes and any costs that may occur.

The estimated cost for the improvements described above can be accomplished for the sum of: **One Hundred Twenty-Five Thousand, Five Hundred Sixteen and 00/100 Dollars (\$125,516.00)**

Thank you for the opportunity to prepare this proposal for you. Please contact me with any questions.

Sincerely,

Jon Ford, President
Ten Nails Construction, Inc.

TEN NAILS CONSTRUCTION, INC.

May 10, 2023

Town of Holly Ridge
212 North Dyson Street
Holly Ridge, NC 28445
Att: Nathan Rhue, Director
Planning and Zoning

RE: Office Renovation Proposal

Dear Mr. Rhue,

Please see the scope of work to renovate certain offices and areas of the Municipal Building as per the modified drawings by Nathan Rhue dated 3/29/2023.

Scope of Work:

As per our walk through on 3/29/2023 is the revised scope of work with add alternates:

- Install plastic dust walls as needed to remove existing walls. Remove the partition in between the Office Planning and Inspections. Install drywall to fill in the space left by the removal in the ceiling and walls.
- Remove the drywall from the right facing wall in the planning and Inspections office.
- Relocate outlets to the right-side wall if needed, or the existing circuit will be terminated into a junction box in the attic. Communication circuits, internet lines to be relocated by Owner's contractor.
- Remove and save door in facing of the breakroom. Frame in doorway opening with 2x4 studs.
- Install sound batt insulation and install 5/8" drywall. Finish drywall and make ready for paint.
- Install new colonial base to match as close as possible to the existing.
- Remove drywall around the service window and discard. Remove and discard service window.
- Reframe service window opening to 36" x 35". Install new service window with non-bullet proof glass.
- Rock return the 1/2" drywall around service window. Add corner bead and finish drywall and make ready for paint.
- Raise planning and inspection countertop to window height. Install new supports as needed.
- Construct new adjustable shelving area to the left of the service window.
- Remove the existing door partition to the bathrooms, breakroom, and offices # 3,4 and 5.
- Install new 2x4 door partition even with the outside wall of the breakroom wall as per plan. Install the door removed from the planning and inspection office. Install drywall on both sides to accommodate the relocated door. Finish drywall and make ready for paint. Install new colonial base and casing to match as close as possible to the existing.
- Remove entry door to office # 3 and save. Reframe door opening and install drywall on both sides to match the existing material. Relocate existing outlets and light switches as needed. Finish drywall and make ready for paint. Install new colonial base and casing to match as close as possible to the existing.
- Remove drywall both sides from the right side of Office #3 facing the breakroom hallway.
- Frame new opening to accommodate the existing office #3 entry door. Install new drywall to match the existing material. Finish drywall and make ready for paint. Install new colonial base and casing to match as close as possible to the existing.
- Provide final deep cleaning of Office # 3 and planning / inspection.

Add Alternates:

Hallway door:

Install new solid core 3/0 x 6/8 x 1 3/4" birch veneer door (stain grade) with solid wood frame. Stain and apply finish to match as close as possible the existing doors. Install new casing trim to match as close as possible to the existing.
\$ 925.00

Paint:

All ceilings flat white. Prime bare drywall and paint two coats. Doors, frames and trim-prime, prep and paint two coats. The wall sections that were installed, repaired, and filled in will be painted to match as close as possible to the existing finish and color.

\$ 2,797.00

Flooring:

Fill in the area where the planning and Inspections wall was removed. Install accent strip. Color to be selected by owner. Fill in the sill area of the relocated door in office # 3. Install accent strip. Color to be selected by owner.

\$ 600.00

Plumbing:

Remove and discard existing hot water heater. Drain system and relocate new electric hot water heater to the attic space. Extend water lines as needed. Install pan and drainpipe to the outside. Install 40-gallon electric AO Smith with a 6-year warranty.

\$ 3,284.00

Electrical:

Relocate hot water heater circuit to the attic space.

\$ 200.00

General Conditions:

Work to be done on weekends only.

Clean-up of work areas daily

Secure and Safe off site daily

The dimensions given above are approximate. Actual sizes maybe larger/smaller

Clarifications:

Drywall to installed on the public side for safety, prior to rough inspections.

Working hours are on selected nights, Saturday, and Sunday 8:00am to 4:30pm

Work to be done without interruption- for the exception of weather and unforeseen circumstances.

Owner to relocate contents before and after each area for weekend work sessions on Fridays.

Daily clean-up of disturbed areas to contractor waste containers

Light cleaning occurs prior to the start of each work week on Sunday night.

Items that are not include: On site security, permits, project sign, portable toilets, Architectural/Engineered drawings, services or fees, concrete repairs, structural repairs, flooring unless the add alternate is approved, painting unless the add alternate is approved, insulation unless otherwise noted, windows and doors unless otherwise noted, hardware, lockset's, specialty hardware, signage, HVAC, plumbing unless the add alternate is approved, plumbing fixtures, lighting fixtures, security system, communications, computer systems, smoke detectors and CO2 detector, **Moving the following items from the work zones: computers, office equipment, displays, signs, artwork, personnel items from furniture, and all interior items necessary to access the project area.**

Please note, unforeseen issues may be revealed. Should that occur, Ten Nails Construction will assess the issue and promptly inform the owner of any changes and any costs that may occur.

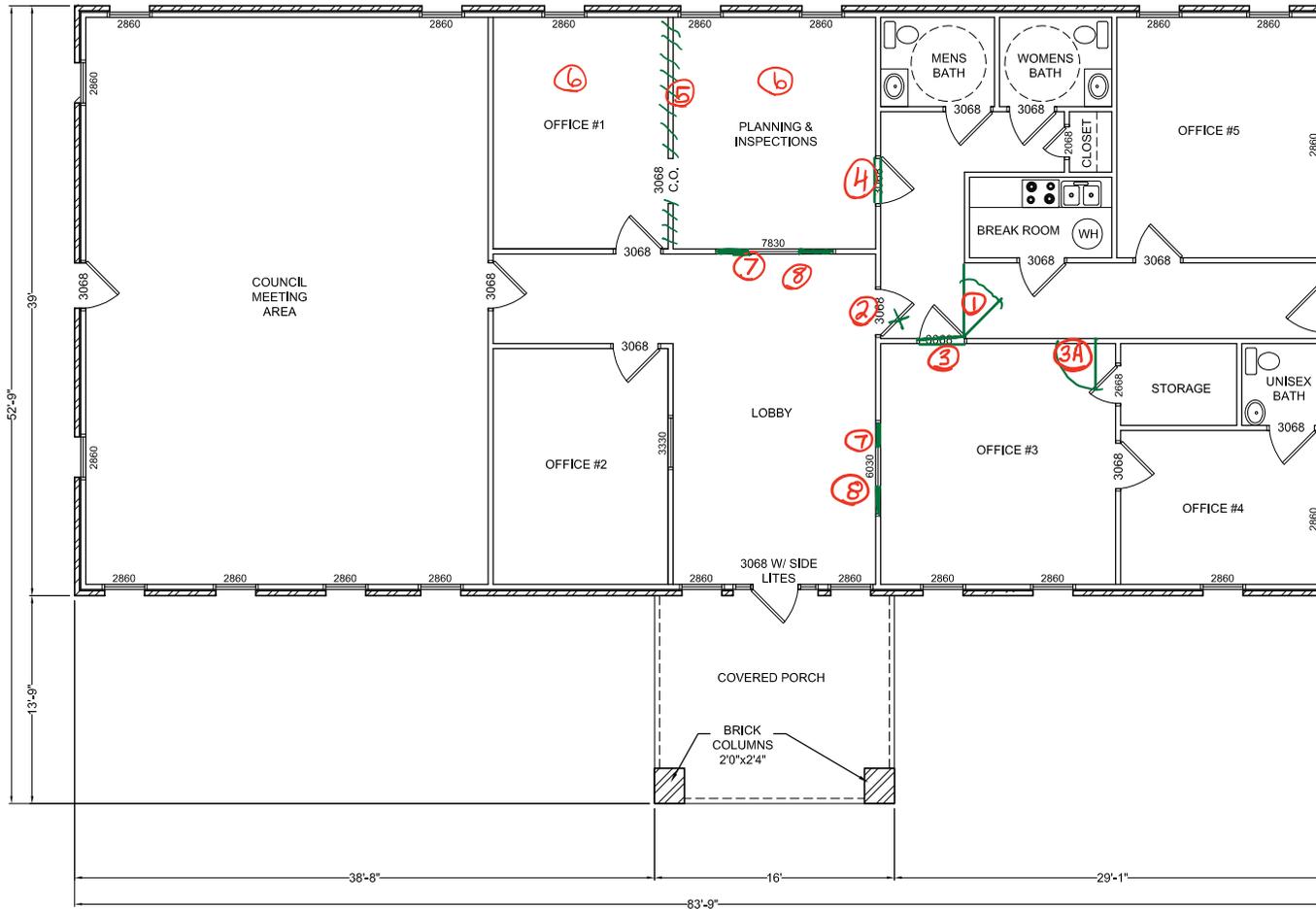
The estimated cost for the improvements described above can be accomplished for the sum of: **Twenty-Five Thousand, Seven Hundred Thirty-Eight and 00/100 Dollars (\$25,738.00)**

Thank you for the opportunity to prepare this proposal for you. Please contact me with any questions.

Sincerely,

Jon Ford, President
Ten Nails Construction, Inc.

Option 1



EXISTING FLOOR PLAN
SCALE: 1/8"=1'-0"

EXISTING 2x4 WOOD FRAMED WALL
BRICK VENEER

PRELIMINARY
FOR REVIEW ONLY
NOT FOR CONSTRUCTION

<p>IT IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR AND/OR BUILDER TO CONFORM TO ALL STANDARDS, PROVISIONS, REQUIREMENTS, METHODS OF CONSTRUCTION AND USES OF MATERIALS PROVIDED IN BUILDINGS AND/OR STRUCTURES AS REQUIRED BY N.C. UNIFORM BUILDING CODE, LOCAL AGENCIES AND IN ACCORDANCE WITH GOOD BUILDING PRACTICES. VERIFY ALL DIMENSIONS PRIOR TO CONSTRUCTION.</p>			
<p>THESE PLANS CANNOT BE REDRAWN OR REPRODUCED IN ANY WAY WITHOUT THE EXPRESS CONSENT OF WESTON LYALL, PE, PLS, PLLC. ANY PARTY THAT TAKES PART IN DOING SO IS IN VIOLATION OF COPYRIGHT LAWS.</p>			
<p>WESTON LYALL, PE, PLS, PLLC</p>			
<p>TOWN OF HOLLY RIDGE 212 N. DYSON ST. HOLLY RIDGE, NC</p>		<p>WESTON LYALL, PE, PLS, PLLC 214 US HIGHWAY 17N, SUITE 1 HOLLY RIDGE, NC, 28445 PHONE: 910,329-9961 FIRM #P-0937</p>	
<p>EXISTING FLOOR PLAN</p>		<p>STRUCTURAL & CIVIL ENGINEERING & LAND SURVEYING</p>	
DATE:	7/7/2022	DRAWN BY:	GP
FILENAME:	TOWN OF HR.dwg	SHEET:	1 OF 2

Holly Ridge scope if work Option 1 & 2

- 1 Closes off hallway by Office 3 and reuses door that will be removed from (4).
- 2 Create cased opening at Lobby to Hall doorway (do not disturb flooring)
- 3 Relocate existing door to far end of the Office 3 (3A) close where door is currently
- 4 Remove door relocate to (1) close opening
- 5 Remove wall/this will require electrical work, sheetrock repair for wall and ceiling
- 6 New flooring in office 1 /Planning (area where wall was removed)
- 7 Close down service windows and add speaker hole to both windows from 9' to 3'
- 8 Add customer counter to front of window

Additional work included in Option 2

- 9 Electrical in new office spaces
- 10 New flooring in public hall, new offices, and lobby
- 11 Framing for new office
- 12 Remove wall
- 13 Relocate door
- 14 HVAC- for new offices



May 4, 2023

**The Town of Holly Ridge
Town Hall Building
212 N Dyson Street
Holly Ridge, NC 28445**

Holly Ridge Town Hall Remodel

116 W. Hargett St. Richlands, NC. 28574
Phone: 910.324.2879 – Fax: 910.324.3180

ESTIMATE

May 4, 2023

Between the Owner:

Town of Holly Ridge

And the Contractor:

Custom Craft Design & Construction, Inc.
116 W. Hargett St.
Richlands, NC 28574
Lic. No. 69518
910.324.2879

For the Project:

Holly Ridge Town Hall
212 Dyson Street
Holly Ridge, NC 28445

Project Overview:

Project consisting of removing a wall between (2) offices and relocating personnel doors to provide better access to the offices and to the public bathroom. This project would also include rearranging the foyer area to include relocating the existing office and adding a new 8'x14' office. The entrance and hallway to the Council Chambers will be relocated.

SCOPE OF WORK:

- Labor and material to remove wall in Planning Department & Office 1
- Remove doorway from Lobby to Hall
- Close door opening in Office 3
- Add doorway in Hall to offices. Re-use door that is being removed from Planning
- Re-locate door in Office 3 to far left of office
- Replace flooring with LVP in Lobby, Office 1, Planning, Office 2, New office, Hall to Bathrooms, Hall to offices
- Close window in planning add doorway into planning from lobby
- Reduce size of window in Office 3 and add a speaker microphone opening
- Rework office 2 and create a new office in the lobby area
- Relocate door to Council Meeting Area

- Add HVAC and electrical to new office and rework Office 2 when moving walls
- Relocate electrical outlets and switch from wall being removed
- Paint walls in Office 2, New office, Planning, Office 1, Lobby, Halls
- Erect temp wall so work can be done during office hours
- Add check counter to visitor side of payment window

SPECIAL CONDITIONS:

It will be the responsibility of The Town of Holly Ridge to remove all furniture and electronics from the proposed work areas prior to the start of construction. The Town will also be responsible for refurbishing the rooms and reinstalling all equipment once construction has been completed.

EXCLUSIONS:

- No HVAC or low voltage/network is included in this estimate
- Relocation of furniture and equipment

TOTAL BASE PRICE:

\$104,942.71

BASE PRICE INCLUDES:

Materials & Labor

STANDARD ALLOWANCES (INCLUDED IN BASE PRICE):

- 1.1. Building Materials – \$ 23,350.00
- 1.2. Painting- \$10,487.00
- 1.3. Flooring- \$10,045.00

Actual prices may vary depending on pricing at time of order.

Any work listed outside of the scope of work will be considered & will be billed on a time & material bases.



May 4, 2023

**The Town of Holly Ridge
Town Hall Building
212 N Dyson Street
Holly Ridge, NC 28445**

Holly Ridge Town Hall Wall Removal And Door Relocation

116 W. Hargett St. Richlands, NC. 28574
Phone: 910.324.2879 – Fax: 910.324.3180

ESTIMATE

May 4, 2023

Between the Owner:

Town of Holly Ridge

And the Contractor:

Custom Craft Design & Construction, Inc.
116 W. Hargett St.
Richlands, NC 28574
Lic. No. 69518
910.324.2879

For the Project:

Holly Ridge Town Hall
212 Dyson Street
Holly Ridge, NC 28445

Project Overview: Project consisting of removing a wall between (2) offices and relocating personnel doors to provide better access to the offices and to the public bathroom.

SCOPE OF WORK:

- Labor and material to remove wall in Planning Department & Office 1
- Make doorway a cased opening at the Hall/Lobby doorway. -Flooring will not be disturbed
- Close door opening in Office 3
- Add doorway in Hall to offices. Re-use door that is being removed from Planning
- Re-locate door in Office 3 to far left of office
- Replace carpet with LVP in Planning/Office 1
- Reduce the size of window in Planning Department and Office 3
- Relocate electrical outlets and switch from wall being removed
- Paint walls that have had drywall repairs

SPECIAL CONDITIONS:

It will be the responsibility of The Town of Holly Ridge to remove all furniture and electronics from the proposed work areas prior to the start of construction. The Town will also be responsible for refurbishing the rooms and reinstalling all equipment once construction has been completed.

EXCLUSIONS:

- Relocation of furniture and equipment
- No HVAC or low voltage/network is included in this estimate

TOTAL BASE PRICE:

\$53,970.00

BASE PRICE INCLUDES:

Materials & Labor

STANDARD ALLOWANCES (INCLUDED IN BASE PRICE):

- 1.1.** Building Materials – \$ 16,600.00
- 1.2.** Painting- \$3,500.00
- 1.3.** Flooring- \$3,200.00

Actual prices may vary depending on pricing at time of order.

Any work listed outside of the scope of work will be considered & will be billed on a time & material bases



August 11, 2023

Ms. Heather Reynolds, CMC, NCCMC
Town Manager
Town of Holly Ridge
212 N Dyson Street
Holly Ridge, NC 28445

**RE: Agreement for Professional Services
Holly Ridge FY24 Resurfacing Contract
Holly Ridge, North Carolina
WR Project No. 23-0939**

Dear Ms. Reynolds,

WithersRavenel, Inc. is pleased to provide this proposal to the Town of Holly Ridge for consulting services. The project encompasses the pavement repair survey, formal bidding to secure a licensed contractor to complete the resurfacing work, and construction administration services for various streets within the Town limits of Holly Ridge, North Carolina. The construction inspection services will be provided in a later proposal after the scope of construction is determined.

We look forward to working with you on this project. Please feel free to call me at 336.215.5521 or email at slander@withersravenel.com with any questions and/or to discuss any aspect of the attached proposal.

Sincerely,

WithersRavenel

Steve Lander, P.E.
Director of Pavement Management

Holly Ridge FY24 Resurfacing Contract Holly Ridge, North Carolina Proposal for Professional Services

A. Project Description

This fee proposal is intended to provide the scope of services and associated fees to provide consulting services per request of Holly Ridge FY24 Resurfacing Contract and formalize an agreement for the implementation and logistics for these services.

Listed below is a summary of several key aspects of the project based on our discussions, and preliminary research. Refer to the Scope of Services and Additional Services/Exclusions for further detailed information.

- ▶ WR will assist the Town of Holly Ridge with the selection of streets for this resurfacing Contract. The Project will also include improving or installing (where applicable) curb ramps along the selected streets to be resurfaced for ADA compliance;
- ▶ The anticipated budget for this season's resurfacing is approximately \$1,500,000.
- ▶ The goal for the Holly Ridge FY24 Resurfacing Contract includes:
 - ▶ Milling and resurfacing
 - ▶ Full-Depth Reclamation (FDR) if deemed necessary
 - ▶ Full-Depth asphalt patching

For the purposes of this proposal and any subsequent agreements the following references shall apply:

- ▶ Town of Holly Ridge shall be known as the "Client" or "Town"; WithersRavenel shall be known as the "Consultant" or "WR"; The property and overall project shall be known as the "Project"; North Carolina Department of Transportation shall be known as "NCDOT"; The executed proposal shall be known as the "Agreement".

B. Timeline for Services

WithersRavenel will begin work upon receipt of executed Agreement and written notice to proceed from the Client. Estimated timeframe(s) for the basis of the services described in the Scope of Services are shown below.

- ▶ Project/Street Selection – One (1) Week
- ▶ Pavement Repair Survey – Two (2) Weeks
- ▶ Plans, Specifications & Estimates – Two (2) Weeks
- ▶ Advertisement of Project – Four (4) Weeks
- ▶ Bid Evaluation, Contractor Selection, Contract Execution, Council award, and Pre-Construction Conference – One (1) Week
- ▶ Active Construction Time – To be determined after the pavement repair survey
- ▶ Project Close Out – One (1) Week

From the above and factoring in variability in the approval process, WR estimate the total project timeframe for the Scope of Services to be approximately 3 months.

- ▶ The above estimated timeframe(s) may be impacted by, among other things:
 - Timeliness and additional document reviews requested by the Client;
 - Town Council required approvals, if applicable;
 - Timeliness and accuracy of information provided by the Client.
- ▶ Timeframe through construction will vary based on:
 - The Client's schedule and phasing;
 - Contractor's progress and adherence to completion date;
 - Client requesting additional work;
 - Weather delays

If available, opportunities to adjust these estimated timeframes can be discussed. Implementation of agreed upon adjustments may result in adjustments to WithersRavenel fees.

C. Scope of Services

Task 1 - Pavement Repair Survey (PRS)

WR will perform the following services for this task:

- ▶ Meet with the Town virtually (up to two (2) meetings) to determine the street sections to be included in the upcoming Holly Ridge FY24 Resurfacing contract. The street selection team will utilize GIS maps and lists from the Town of Holly Ridge 2023 Pavement Condition Survey (PCS) results, the Town's historical resurfacing program data, and local knowledge to determine the street segments in this year's program.
- ▶ Use the following criteria for the development of the Resurfacing streets list:

Driver streets are selected directly from the PCS PCI map. For each selected Group, all segments below PCI 65 are automatically selected for resurfacing. Segments with a PCI of 65 up to the low 70's will be evaluated on a case-by-case basis using the following criteria:

1. Public Perception – If all segments of a street are being resurfaced except for one or two, we evaluate the remaining segments to estimate the remaining life. If that estimate is about 7 years or less, we include the segment in the resurfacing list. The general public doesn't recognize the difference between a PCI of 65 and a PCI of 73. All they see is every street is getting resurfaced except for the part in front of their house.
2. Logistics – We look for streets in the inner portions of a subdivision with a PCI of 65 to the low 70's. If construction traffic would have to traverse newer segments in a few years to resurface that segment, it is included in the resurfacing list. A good construction practice is working our way out to minimize heavy equipment on newly paved streets. This also includes 'orphaned' segments where every segment around it is being resurfaced, but the orphaned segment missed the list by a couple of points.
3. Neighborhood Approach – A long-term goal of the neighborhood approach is to have resurfacing carried out on roughly half of the paving group about every 10 years. Including segments with a PCI from 65 to the low 70's helps balance the resurfacing cluster of segments over the next decade. This can also include the 'orphaned' segments described in item 2. Stray segments that need immediate attention are addressed within our Patching Program to hold them over until the next resurfacing cycle.

Upon selection of the final list of streets for resurfacing, our Team will then develop the bid documents.

WR will again use the available GIS data and ArcGIS to perform a Pavement Repair Survey (PRS) for up to 4 miles of streets selected for resurfacing. The supporting documentation to develop the proposed repair recommendations will be provided to the Town for review, concurrence, and final approval.

These recommendations will be developed by our Team performing a boots-on-the-ground project-level survey of the selected roadway. We will evaluate, identify, measure, and physically mark with paint the proposed limits of each area requiring attention.

For each identified area, the condition, location within the segment, dimensions and photo documentations will be attained. From this information, we will:

- ▶ Establish the recommended repairs,
- ▶ Compute the quantity and cost of repair,
- ▶ Identify features in photographs, and
- ▶ Develop an overall repair approach which will be tabulated for the bid package.

These areas may include pavement issues, utility issues/required adjustments, curb and gutter deficiencies and curb ramp ADA compliance deficiencies.

Any visible anomalies will also be noted and included in the plan—for example, driveway scraping, damaged utilities, or standing water.

The extent of the required repair will determine if the location should be scoped for resurfacing or alternate pavement restoration methods. If geotechnical assistance/investigation is deemed to be needed, a firm from the Client's existing Geotechnical On-Call contract can be contacted. Such services could include material testing, CBR testing, core samples of a roadway, or proof rolling.

WR will perform the following general tasks to develop the plans (Map Book):

- ▶ Translate field measurements to drawings (including utilities or other features that are not in GIS database),
- ▶ Indicate the type, location, and quantity of specified repairs prior to the street prior to resurfacing,
- ▶ Show limits and details for resurfacing efforts,
- ▶ Show limits and details for the use of patching,
- ▶ Indicate utility adjustments,
- ▶ Indicate drainage improvements,
- ▶ Verify if the existing sidewalk/ramps are ADA compliant. If not compliant, show the type of ramp and approximate limits of construction that will be required to attain an ADA compliant sidewalk/crossing/curb cut. An inventory of each individual ramp should be developed to confirm compliance (smart level evaluation), and
- ▶ For resurfaced streets, provide Pavement Marking and Signage plans.

Project Deliverables:

- ▶ The results from the Contract PRS will be tabulated and included in the final bid documents.

Task 2 - Project Manual, Map Book, and Estimate

Upon completion of the PRS and confirmation of the Project street list by the Town, the corresponding specifications, summary of quantities, Map Book (resurfacing maps for each segment), and cost estimate will be developed for bidding purposes. WR will develop the Project Manual in accordance with the Town of Holly Ridge Specifications and bidding requirements and provide to the Client for review. Upon

addressing any comments from the Client, a final project manual will be provided for the Town to advertise for bids for the Project.

Coordination will continue with Town staff regarding any public utilities for the selected street lists and extended to private utilities as well, such as AT&T and Google Fiber. The presence of private utilities will be incorporated into the project maps and any private utility adjustments needed for construction will be identified and recorded while performing the PRS.

Project Deliverables:

- ▶ Specifications, Map Book, and Estimate for bidding

Task 3 - Contract Administration

WR will perform the following services for this task:

- ▶ WR will solicit local paving contractors interested in bidding on the project. The Client will advertise the Project in the local newspaper.
- ▶ Attend and prepare for one (1) pre-bid meeting.
- ▶ Provide a pre-bid meeting summary and document all contractor questions. Answers to those questions will be issued in one (1) addendum to the contract documents.
- ▶ Coordinate and facilitate one (1) bid opening (estimated a one (1) hour in length) with the Client and Contractors in attendance. WR will provide a bid summary and check to see that each bid has the required documentation.
- ▶ Provide a bid tab, for all the responsible bids, to the client and provide an evaluation of the bids to determine if the bids conform to the project specifications and meet the legal requirements.
- ▶ Prepare an award recommendation letter to the Town of Holly Ridge and assist with the coordination of the execution of the construction contract between the Client and the Contractor.
- ▶ Attend a pre-construction meeting with the selected Contractor at a Town facility.
- ▶ Coordinate change order reviews and recommendations.
- ▶ Develop a Punch List of items for use in establishing a final inspection and acceptance of the construction contract. WR will share interim updates to the punch list with the Client and discuss any potential solutions.
- ▶ Collect final project documents and provide to the Town as a final deliverable.

Project Deliverables:

- ▶ Pre-bid meeting summary
- ▶ Bid summary from bid opening
- ▶ Bid tab
- ▶ Award recommendation
- ▶ Punch List
- ▶ Project closeout information (Certificate for Substantial Completion and final punch list completion)

D. Designated Representatives

The designated representatives of the Owner and WithersRavenel for purposes of this Task Order shall be as follows:

For the Owner:

Primary Contact Person:.....Heather Reynolds, CMC, NCCMC
 Title:.....Town Manager
 Telephone Number - Office:..... (910) 329-7081, ext. 223
 E-mail Address.....manager@hollyridgenc.org

The Town’s primary contact person shall have complete authority to transmit instructions, receive information, interpret, and define the Town’s policies and decisions with respect to materials, equipment, elements and systems pertinent to the pavement management program.

For the Consultant Engineer:

Primary Contact Person.....Steve Lander, PE
 Title:.....Director of Pavement Management
 Telephone Number – Cell (Preferred)(336) 215-5521
 E-mail Address.....slander@withersravenel.com

E. Exclusions/Additional Services

Services that are not included in Section C or are specifically excluded from this Agreement (see below) shall be considered Additional Services if those services can be performed by WR and its agents if requested in writing by the Client and accepted by WR. Additional services shall be paid by the Client in accordance with the Fee & Expense Schedule outlined in Exhibit II. The exclusions are described below but are not limited to the following:

Planning/Studies

- ▶ Variance and Quasi-Judicial processes;
- ▶ Traffic Impact Analysis;
- ▶ Signalization Studies;

Project Management

- ▶ Additional Meetings/Site Visits;
- ▶ Adjacent property owner discussions;

Services by Others

- ▶ Geotechnical services;

Geomatics Services

- ▶ GIS mapping services;
- ▶ Construction staking;
- ▶ As-built (record drawing) surveys;

Environmental Services

Design Services

- ▶ Construction Drawings;
- ▶ Record (As-Built) Plans;

Landscape Architecture Services

Stormwater Services

Permitting Services

- ▶ Erosion Control permits;
- ▶ 401/404 permitting;
- ▶ NCDOT permitting;

Services During Construction

- ▶ NPDES monitoring/reporting;
- ▶ Record drawings/as-builts;
- ▶ Engineer Certifications;

Offsite/Specialty

- ▶ Expert witnesses;

Construction Inspection Services

General

- ▶ Any work previously provided in other proposals;
- ▶ Any other services not specifically listed within Section C.

The above list is not all inclusive and the Scope of Services defines the services to be provided by WithersRavenel for this project.

F. Client Responsibilities

The following items will be provided by the Client and WithersRavenel will rely upon the accuracy and completeness of this information:

- ▶ General:
 - Provide representative for communications and decisions;
 - Coordination and designation of a primary contact for architect, contractor, and other consultants engaged by the Client;
 - Preferred media platforms for communications with the Client;
 - Provide in writing, any information as to Client's requirements for design;
 - Provide any information needed to complete the Project not specifically addressed in the Scope of Services;
 - Provide all available information pertinent to the Project, including any GIS information, reports, maps, drawings, and any other data relative to the Project;
 - Examine all proposals, reports, sketches, estimates and other documents presented by the Consultant and render in writing decisions pertaining thereto within a reasonable period so as not to delay the services of the Consultant;
 - Give prompt written notice to Consultant whenever Client observes or otherwise becomes aware of any defect in the Project or the services of Consultant;
 - Attend Town or Town meetings as required/needed;
 - Provide access to property for Consultant and subconsultants;
 - Discussions/negotiations with adjacent landowners;
 - Acquire all off-site utility and/or construction easements required for this Project;
 - Manage and coordinate the work of any subconsultants/subcontractors that are not directly subcontracted through the Consultant;
 - All submittal, review, or permitting fees associated with the Project;
 - Any legal representation requiring an attorney at law.

G. Compensation for Services

WR proposes to provide the services outlined in Section C on a lump sum basis with fees as shown below. Additional services required outside the Scope of Services in Section C and reimbursable expenses will be billed on a Time and Material basis in accordance with Exhibit II.

Task Number	Task Name	Fee
Task 1	Pavement Repair Survey (PRS)	\$10,500
Task 2	Project Manual, Map Book, and Estimate	\$15,300
Task 3	Contract Administration	\$12,100
Total		\$37,900

Invoices will be based on the percentage of completion for each lump sum task, and the hourly rate for

WithersRavenel personnel in accordance with Exhibit II for hourly tasks, as accomplished during the billing period. Payment is due upon receipt of invoice. Interest shall be charged at the rate of one and one-half (1.5) percent per month on all balances due over 30 days from date of invoice.

The above fees are based on the estimated timelines noted in the proposal. Any adjustments to those timelines may result in additional fees.

This proposal is valid 60 days from issuance date which is the date of correspondence to the Client through email, cover letter, or other form of transmittal.

Also, note that the attached Exhibit II, Fee & Expense Schedule, is based on our current rates and may be subject to change for hourly tasks and any additional services that occur after any adjustments go into effect.

H. Acceptance

Receipt of an executed copy of this agreement will serve as the written agreement between WithersRavenel and Town of Holly Ridge for the basic services outlined in Section C of this document. The attached Standard Terms and Conditions (Exhibit I), Fee & Expense Schedule (Exhibit II), and other Exhibits shown below shall be considered a part of this agreement.

OFFERED BY:

ACCEPTED BY:

WithersRavenel

Town of Holly Ridge



Steve Lander, P.E. 8/11/23
Director of Pavement Management Date

Heather Reynolds Date
Town Manager

Attachments:

Exhibit I- Standard Terms and Conditions

Exhibit II- Fee & Expense Schedule

EXHIBIT I

Standard Terms and Conditions

WithersRavenel, Inc.

The proposal submitted by WithersRavenel, INC. ("CONSULTANT") is subject to the following terms and conditions, which form an integral part of the Agreement. By accepting the proposal, the services, or any part thereof, the CLIENT agrees and accepts the terms and conditions outlined below:

1. Payment:

- a) The CLIENT will pay CONSULTANT for services and expenses in accordance with periodic invoices to CLIENT and a final invoice upon completion of the services. Each invoice is due and payable in full upon presentation to CLIENT. Invoices are past due after 30 days. Past due amounts are subject to interest at a rate of one and one-half percent per month (18% per annum) on the outstanding balance from the date of the invoice.
- b) If the CLIENT fails to make payment to the CONSULTANT within 45 days after the transmittal of an invoice, the CONSULTANT may, after giving 7 days written notice to the CLIENT, suspend services under this Agreement until all amounts due hereunder are paid in full. If an invoice remains unpaid after 90 days from invoice date, the CONSULTANT may terminate the Agreement. If Consultant initiates legal proceedings to collect the fees owed, Consultant shall also be entitled to recover the reasonable expenses of collection including attorney's fees.

2. Notification of Breach or Default: The CLIENT shall provide prompt written notice to the CONSULTANT if CLIENT becomes aware of any breach, error, omission, or inconsistency arising out of CONSULTANT's services or any other alleged breach of contract or negligence by the CONSULTANT. The failure of CLIENT to provide such written notice within ten (10) days from the time CLIENT became aware of the fault, defect, error, omission, inconsistency or breach, shall constitute a waiver by CLIENT of any and all claims against the CONSULTANT arising out of such fault, defect, error, omission, inconsistency or breach. Emails shall be considered adequate written notice for purposes of this Agreement.

3. Standard of Care: CONSULTANT shall perform its services in a professional manner, using that degree of care and skill ordinarily exercised by and consistent with the standards of professionals providing the same services in the same or a similar locality as the Project. THERE ARE NO OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE THAT WILL OR CAN ARISE OUT OF THE SERVICES PROVIDED BY CONSULTANT OR THIS AGREEMENT.

4. Waiver of Consequential Damages/Limitation of Liability: CLIENT agrees that CONSULTANT's aggregate liability for any and all claims that may be asserted by CLIENT is limited to \$50,000 or to the fee paid to CONSULTANT under this Agreement, whichever is greater. Both CLIENT and CONSULTANT hereby waive any right to pursue claims for consequential damages against one another, including any claims for lost profits.

5. Representations of CLIENT: CLIENT warrants and covenants that sufficient funds are available or will be available upon receipt of CONSULTANT's invoice to make payment in full for the services rendered by CONSULTANT.

6. Ownership of Instruments of Service: All reports, plans, specifications, field data and notes and other documents, including all documents on electronic media, prepared by the CONSULTANT as instrument of service, shall remain the property of the CONSULTANT. The CONSULTANT shall retain all common law, statutory and other rights, including the copyright thereto. In the event of termination of this Agreement and upon full payment of fees owed to CONSULTANT,

CONSULTANT shall make available to CLIENT copies of all plans and specifications.

7. Change Orders: CONSULTANT will treat as a proposed change order any written or oral order (including directions, instructions, interpretations, or determinations) from CLIENT which requests changes in the Agreement or CONSULTANT's Scope of Services. If CONSULTANT accepts the proposed change order, CONSULTANT will give CLIENT written notice within ten (10) days of acceptance of any resulting increase in CONSULTANT's fees.

8. Opinion of Cost/Cost Estimates: Since the CONSULTANT has no control over the cost of labor, materials, equipment or services furnished by others, or over methods of determining prices, or over competitive bidding or market conditions, any and all opinions as to costs rendered hereunder, including but not limited to opinions as to the costs of construction and materials, shall be made on the basis of CONSULTANT'S experience and qualifications and represent its reasonable judgment as an experienced and qualified professional familiar with the construction industry; but the CONSULTANT cannot and does not guarantee the proposals, bids or actual costs will not vary significantly from opinions of probable costs prepared by it. If at any time the CLIENT wishes assurances as to the amount of any costs, CLIENT shall employ an independent cost estimator to make such determination.

9. Assignment and Third Parties: Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than the CLIENT and CONSULTANT, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the CLIENT and the CONSULTANT and not for the benefit of any other party. Neither the CLIENT nor the CONSULTANT shall assign, sublet, or transfer any rights under or interests in this Agreement without the written consent of the other, which shall not be unreasonably withheld. However, nothing contained herein shall prevent or restrict the CONSULTANT from employing independent subconsultants as the CONSULTANT may deem appropriate to assist in the performance of services hereunder.

10. Project Site: Should CLIENT not be owner of the Project site, then CLIENT agrees to notify the site owner of the possibility of unavoidable alteration and damage to the site. CLIENT further agrees to indemnify, defend, and hold harmless CONSULTANT against any claims by the CLIENT, the owner of the site, or persons having possession of the site which are related to such alteration or damage.

11. Access to Site: CLIENT is responsible for providing legal and unencumbered access to site, including securing all necessary site access agreements or easements, to the extent necessary for the CONSULTANT to carry out its services.

12. Survival: All of CLIENT's obligations and liabilities, including but not limited to, its indemnification obligations and limitations of liability, and CONSULTANT's rights and remedies with respect thereto, shall survive completion, expiration or termination of this Agreement.

13. Termination: Either party may terminate the Agreement with or without cause upon ten (10) days advance written notice, if the other party has not cured or taken reasonable steps to cure the breach giving rise to termination within the ten (10) day notice period. If CLIENT terminates without cause or if CONSULTANT terminates for cause, CLIENT will pay CONSULTANT for all costs incurred, non-cancelable commitments, and fees earned to the date of termination and through demobilization, including any cancellation charges of vendors and subcontractors, as well as demobilization costs.

14. **Severability:** If any provision of this Agreement, or application thereof to any person or circumstance, is found to be invalid then such provision shall be modified if possible, to fulfill the intent of the parties as reflected in the original provision. The remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby, and each provision of this Agreement shall be valid and enforced to the fullest extent permitted by applicable law.

15. **No Waiver:** No waiver by either party of any default by the other party in the performance of any provision of this Agreement shall operate as or be construed as a waiver of any future default, whether like or different in character.

16. **Merger, Amendment:** This Agreement constitutes the entire Agreement between the CONSULTANT and the CLIENT and all negotiations, written and oral understandings between the parties are integrated and merged herein. This Agreement can be supplemented and/or amended only by a written document executed by both the CONSULTANT and the CLIENT.

17. **Unforeseen Occurrences:** If, during the performance of services hereunder, any unforeseen hazardous substance, material, element of constituent or other unforeseen conditions or occurrences are encountered which affects or may affect the services, the risk involved in providing the service, or the recommended scope of services, CONSULTANT will promptly notify CLIENT thereof. Subsequent to that notification, CONSULTANT may: (a) if practicable, in CONSULTANT's sole judgment and with approval of CLIENT, complete the original Scope of Services in accordance with the procedures originally intended in the Proposal; (b) Agree with CLIENT to modify the Scope of Services and the estimate of charges to include study of the previously unforeseen conditions or occurrences, such revision to be in writing and signed by the parties and incorporated herein; or (c) Terminate the services effective on the date of notification pursuant to the terms of the Agreement.

18. **Force Majeure:** Should completion of any portion of the Agreement be delayed for causes beyond the control of or without the fault or negligence of CONSULTANT, including force majeure, the reasonable time for performance shall be extended for a period at least equal to the delay and the parties shall mutually agree on the terms and conditions upon which Agreement may be continued. Force majeure includes but is not restricted to acts of God, acts or failures of governmental authorities, acts of CLIENT's contractors or agents, fire, floods, epidemics, pandemics, riots, quarantine restrictions, strikes, civil insurrections, freight embargoes, and unusually severe weather.

19. **Safety:** CONSULTANT is not responsible for site safety or compliance with the Occupational Safety and Health Act of 1970 ("OSHA"). Job site safety remains the sole exclusive responsibility of CLIENT or CLIENT's contractors, except with respect to CONSULTANT'S own employees. Likewise, CONSULTANT shall have no right to direct or stop the work of CLIENT's contractors, agents, or employees.

20. **Dispute Resolution/Arbitration:** Any claim or other dispute arising out of or related to this Agreement shall first be subject to non-binding mediation in accordance with the then-current Construction Industry Mediation Procedures of the American Arbitration Association ("AAA"). If mediation is unsuccessful, such claim or other dispute shall be subject to arbitration in accordance with the AAA's then-current Construction Industry Arbitration Rules. Any demand for arbitration shall be filed in writing with the other party and with the American Arbitration Association. CLIENT agrees to the inclusion in such arbitration (whether by initial filing, by joinder or by consolidation) of any other parties and of any other claims arising out of or relating to the Project or to the transaction or occurrence giving rise to the claim or other dispute between CLIENT and CONSULTANT.

21. **Independent Contractor:** In carrying out its obligations, CONSULTANT shall always be acting as an independent contractor and not an employee, agent, partner or joint venturer of CLIENT. CONSULTANT's work does not include any supervision or direction of the work of other contractors, their employees or agents, and

CONSULTANT's presence shall in no way create any liability on behalf of CONSULTANT for failure of other contractors, their employees or agents to properly or correctly perform their work

22. **Hazardous Substances:** CLIENT agrees to advise CONSULTANT upon execution of this Agreement of any hazardous substances or any condition existing in, on or near the Project Site presenting a potential danger to human health, the environment or equipment. By virtue of entering into the Agreement or of providing services, CONSULTANT does not assume control of, or responsibility for, the Project site or the person in charge of the Project site or undertake responsibility for reporting to any federal, state or local public agencies, any conditions at the Project site that may present a potential danger to the public, health, safety or environment except where required of CONSULTANT by applicable law. In the event CONSULTANT encounters hazardous or toxic substances or contamination significantly beyond that originally represented by CLIENT, CONSULTANT may suspend or terminate the Agreement. CLIENT acknowledges that CONSULTANT has no responsibility as a generator, treater, storer, or disposer of hazardous or toxic substances found or identified at a site. Except to the extent that CONSULTANT has negligently caused such pollution or contamination, CLIENT agrees to defend, indemnify, and hold harmless CONSULTANT, from any claim or liability, arising out of CONSULTANT's performance of services under the Agreement and made or brought against CONSULTANT for any actual or threatened environmental pollution or contamination if the fault (as defined in N.C.G.S. 22B-1(f)(7)) of CLIENT or its derivative parties (as defined in N.C.G.S. 22B-1(f)(3)) is a proximate cause of such claim or liability.

23. **Choice of Law:** The validity, interpretation, and performance of this Agreement shall be governed by and construed in accordance with the law of the State of North Carolina, excluding only its conflicts of laws principles.

24. **Construction Services:** If construction administration and review services are requested by the CLIENT, CLIENT agrees that such administration, review, or interpretation of construction work or documents by CONSULTANT shall not relieve any contractor from liability in regard to its duty to comply with the applicable plans, specifications, and standards for the Project, and shall not give rise to a claim against CONSULTANT for contractor's failure to perform in accordance with the applicable plans, specifications or standards.

25. **Field Representative:** If CONSULTANT provides field services or construction observation services, the presence of the CONSULTANT's field personnel will only be for the purpose of providing observation and field testing of specific aspects of the Project. Should a contractor be involved in the Project, the CONSULTANT's responsibility does not include the supervision or direction of the actual work of any contractor, its employees, or agents. All contractors should be so advised. Contractors should also be informed that neither the presence of the CONSULTANT's field representative nor the observation and testing by the CONSULTANT shall excuse contractor in any way for defects in contractor's work. It is agreed that the CONSULTANT will not be responsible for job or site safety on the Project and that the CONSULTANT does not have the right to stop the work of any contractor.

26. **Submittals:** CONSULTANT's review of shop drawings and other submittals is to determine conformity with the design concept only. Review of shop drawings and submittals does not include means, methods, techniques, or procedures of construction, including but not limited to, safety requirements.

EXHIBIT II

Fee & Expense Schedule

Description	Rate	Description	Rate	Description	Rate
Engineering & Planning		Funding & Asset Management		Environmental	
Construction Project Professional	\$ 145	GIS Senior Specialist	\$ 165	Environmental Technician I	\$ 80
Construction Manager I	\$ 150	GIS Specialist	\$ 145	Environmental Technician II	\$ 95
Construction Manager II	\$ 165	GIS Survey Technician I	\$ 75	Environmental Technician III	\$ 100
Senior Construction Manager	\$ 185	GIS Survey Technician II	\$ 100	Senior Environmental Technician	\$ 110
CAD Technician I	\$ 105	GIS Survey Technician III	\$ 115	Environmental Project Geologist I	\$ 145
CAD Technician II	\$ 115	GIS Survey Lead	\$ 130	Environmental Project Geologist II	\$ 160
Senior CAD Technician	\$ 140	GIS Technician	\$ 95	Environmental Project Geologist III	\$ 180
Designer I	\$ 130	GIS Analyst I	\$ 115	Environmental Senior Project Geologist	\$ 200
Designer II	\$ 150	GIS Analyst II	\$ 130	Environmental Assistant Project Manager	\$ 160
Senior Designer	\$ 170	GIS Project Manager	\$ 165	Environmental Project Manager	\$ 180
Landscape Architect I	\$ 150	F&AM Assistant Project Manager	\$ 160	Environmental Senior Project Manager	\$ 200
Landscape Architect II	\$ 175	Intern I	\$ 65	Environmental Director	\$ 230
Landscape Architect III	\$ 190	Intern II	\$ 85	Environmental Project Engineer I	\$ 145
Senior Landscape Architect	\$ 210	F&AM Implementation Specialist	\$ 145	Environmental Project Engineer II	\$ 160
Landscape Designer I	\$ 130	F&AM Project Consultant I	\$ 115	Environmental Project Engineer III	\$ 180
Landscape Designer II	\$ 140	F&AM Project Consultant II	\$ 125	Environmental Senior Project Engineer	\$ 200
Planning Technician	\$ 110	F&AM Project Consultant III	\$ 130	Environmental Principal	\$ 250
Planner I	\$ 120	F&AM Project Consultant IV	\$ 135	Environmental Project Scientist I	\$ 145
Planner II	\$ 140	F&AM Senior Project Consultant I	\$ 145	Environmental Project Scientist II	\$ 160
Planner III	\$ 165	F&AM Senior Project Consultant II	\$ 150	Environmental Project Scientist III	\$ 180
Senior Planner	\$ 175	F&AM Project Manager	\$ 165	Senior Environmental Project Scientist	\$ 200
Project Engineer I	\$ 165	F&AM Principal	\$ 250	Environmental Scientist I	\$ 105
Project Engineer II	\$ 175	F&AM Director	\$ 230	Environmental Scientist II	\$ 125
Project Engineer III	\$ 190	F&AM Staff Professional I	\$ 70	Environmental Scientist III	\$ 135
Senior Project Engineer	\$ 210	F&AM Staff Professional II	\$ 110	Environmental Geologist I	\$ 105
Assistant Project Manager	\$ 175	F&AM Staff Professional III	\$ 150	Environmental Geologist II	\$ 125
Project Manager	\$ 190	F&AM Staff Professional IV	\$ 185	Environmental Geologist III	\$ 135
Senior Project Manager	\$ 210	F&AM Senior Project Manager	\$ 210	Environmental Professional I	\$ 105
Resident Project Representative I	\$ 100	F&AM Senior Technical Consultant	\$ 240	Environmental Professional II	\$ 125
Resident Project Representative II	\$ 115	Geomatics		Environmental Professional III	\$ 135
Resident Project Representative III	\$ 130	Geomatics CAD I	\$ 100	Environmental Senior Technical Consultant	\$ 225
Senior Resident Project Representative	\$ 140	Geomatics CAD II	\$ 115	Administrative	
Staff Professional I	\$ 90	Geomatics CAD III	\$ 130	Administrative Assistant	\$ 65
Staff Professional II	\$ 140	Geomatics Project Manager I	\$ 165	Administrative Assistant I	\$ 80
Staff Professional III	\$ 150	Geomatics Project Manager II	\$ 175	Administrative Assistant II	\$ 90
Staff Professional IV	\$ 185	Geomatics Project Manager III	\$ 185	Administrative Assistant III	\$ 100
Senior Staff Professional	\$ 195	Geomatics Project Professional I	\$ 145	Marketing Administration I	\$ 90
Senior Technical Consultant	\$ 245	Geomatics Project Professional II	\$ 170	Marketing Administration II	\$ 115
Client Experience Manager	\$ 225	Geomatics Principal	\$ 235	Director of Marketing	\$ 145
Director	\$ 230	Geomatics Remote Sensing Crew I	\$ 210	Office Administration	\$ 70
Principal	\$ 250	Geomatics Remote Sensing Crew II	\$ 295	Office Administrator I	\$ 115
Zoning Specialist	\$ 325	Geomatics Survey Crew I	\$ 150	Office Administrator II	\$ 120
Project Coordinators		Geomatics Survey Crew II (2 Man)	\$ 190	Office Administrator III	\$ 125
Project Coordinator I	\$ 95	Geomatics Survey Crew III (3 Man)	\$ 225	Other	
Project Coordinator II	\$ 110	Geomatics Senior Manager	\$ 210	Expert Witness	\$ 400
Project Coordinator III	\$ 120	Geomatics Survey Tech I	\$ 60	Expenses	
Senior Project Coordinator	\$ 130	Geomatics Survey Tech II	\$ 90	Bond Prints (Per Sheet)	\$ 1.75
Lead Project Coordinator	\$ 140	Geomatics Survey Tech III	\$ 115	Mylar Prints (Per Sheet)	\$11.00
KNA		Geomatics Survey Tech IV	\$ 125	Mileage	Per IRS
CAD Designer	\$ 80	Geomatics Sr. Technical Consultant	\$ 210	Delivery - Project Specific (Distance & Priority)	
Construction Observer	\$ 85	Geomatics SUE Crew 1	\$ 190	Subcontractor Fees (Markup)	1.15
Engineer	\$ 137	Geomatics SUE Crew 2	\$ 260	Expenses / Reprod. / Permits (Markup)	1.15

Effective January 1, 2023 - Schedule is subject to change