



621 Hillsborough Street
Suite 500
Raleigh, NC 27603
919. 361. 5000

TNH22001.28

September 24, 2024

Amy Miller
Town of Nags Head
PO Box 99
Nags Head, North Carolina 27959

**RE: Grant Administration Assistance, Task Order #28
Project Area 4 Engineering Report
TNH22001.28**

Dear Ms. Miller,

We are pleased to offer this proposal for the Local Assistance for Stormwater Infrastructure Investments (LASII) Grant Engineering Report creation for the Town of Nags Head.

Project Understanding

Objectives

It is McAdams' understanding that the Town of Nags Head (Town) was awarded a Stormwater Construction Grant through the LASII program from NC Division of Water Infrastructure. Of the \$2,356,910 awarded, \$269,000 was earmarked for engineering, design, and reporting.

The first milestone for the project is completion of an Engineering Report (ER), which is due prior to January 1, 2025.

This proposal includes a scope and fee for the ER, and also includes future funding for additional deliverables. Scope and fee for future deliverables will be provided when requested by the Town.

General Assumptions

This proposal is based on the following assumptions:

- | Prior to beginning work, any required project background information shall be provided to McAdams by the Town.
- | McAdams does not guarantee a particular outcome for compliance with the grant requirements.
- | The ER will be developed using the guidance from the North Carolina Department of Environmental Quality (NCDEQ).
- | The ER will be specific to Project Area #4, Wrightsville Ave Stormwater Infrastructure Improvements and Bonnet Street Beach Access Parking Lot.
- | The Town will provide general assistance completing the report forms including authorization to act as the Town's representative.



Proposed Services + Fees

We propose the following services (alphanumeric task numbers are for internal coding purposes):

A4.10 PROJECT MANAGEMENT:

FEE: \$1,500

McAdams will coordinate with the Town to provide general project management. During the duration of the project McAdams will:

- | Coordinate with the Town to for project schedule and meetings.
- | Ongoing and regular communication with the Client.
- | Attend 2 (2) 30 minute virtual meetings with the Town for project kickoff and draft review.

D4.20 DRAFT ENGINEERING REPORT:

FEE: \$6,500

McAdams will provide the following:

- | Prepare draft ER using the NCDEQ guidance, including the following sections:
 - Executive summary
 - Current situation and need for project
 - Design Basis / Future Situation
 - Alternatives Analysis & Project Cost
 - Proposed project description
 - Financials
 - Public Participation
- | An Environmental Information Document is not expected to be required.
 - If requested, this shall be completed under separate scope and fee.
- | Provide the draft ER to the Town for comment and address for up to two (2) comment cycles.

D4.30 FINAL ENGINEERING REPORT:

FEE: \$2,500

McAdams will provide the following:

- | Prepare the final ER and associated forms.
- | Submit to NCDEQ.

D4.40 RESPONSE TO COMMENTS:

FEE: \$1,500

McAdams will discuss comments received during NCDEQ review with the Town and respond to NCDEQ requests for additional information during their review period. Virtual meetings and phone calls are anticipated and included in this task. McAdams will:

- I Respond to comments from NCDEQ during the review period and make minor report revisions as warranted.

Future Services

Scope and fee for future phases of this project will be completed when requested by the Town. As discussed during the grant application process McAdams and the Town attempted to allocate reasonable budgets based on the information available at the time of the application. McAdams will work with the Town to complete the deliverables described in the grant application within the anticipated grant budget and schedule, however future fees are subject to change, may exceed grant budgets, and are not final until a scope and fee has been agreed to by both McAdams and the Town. Changes to the total project cost must be approved in writing by the Town and may or may not be reimbursable through the grant funding agency.

Engineering Design – estimated \$100,000

- I Construction drawings for collection system along Wrightsville Ave (Bonnett St to Bainbridge St.), stormwater pump station and force main, infiltration gallery at Bonnett St beach access, and permeable pavement.

Permitting – estimated \$50,000

- I CAMA and NCDEQ permitting

Surveying and Geotechnical Studies – estimated \$30,000

- I Field survey of project corridor, and infiltration testing

Bidding & Construction Administration – estimated \$57,000

- I Specifications, bidding assistance, construction administration

Legal Coordination – estimated \$20,000

- I CAMA permitting and easement assistance

REIMBURSABLE EXPENSES

Reimbursables will be billed in accordance with the attached Rate Schedule. Reimbursables will be billed at 1.25 times the direct cost and include the following:

- I Printing costs;
- I Mileage;
- I Shipping costs;
- I Permit application fees; and
- I Miscellaneous smaller reimbursables.

Deliverables

Deliverables for this scope of work are limited to one (1) completed Engineering Report in the format described in the NCDEQ guidance. Future phases and services identified in the grant award will be included in change orders subject to approval by the Town.

Additional field work, studies, modeling, or engineering beyond the stipulated requirements of the NCDEQ guidance document for engineering reports shall warrant additional fees.

Additional submittals, revisions, or deliverables may be provided for a supplemental fee based on the attached rate sheet.

Fee Summary

Our proposed fees for the applicable tasks described herein is \$12,000 plus \$257,000 earmarked for future tasks, and additional for reimbursables per Article 1-21 of the standard design contract.

- I Engineering Report = \$12,000
- I Future Phases (estimated) = \$257,000
- I Total Fee = \$269,000

Project Schedule

The Firm's services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the project. We will work to submit the final engineering report to NCDEQ prior to January 1, 2025 as stated in the grant milestones.

The time limits and schedule set forth above have been agreed to by the Client and Firm, but the time limits and schedule shall be extended for (1) reasonable cause, (2) modification of the grant application deadline, or for (3) any delays associated with the Firm's work on the project that are not the sole responsibility of the Firm.

Client Responsibilities

Client shall be responsible for the following:

- I Notification to proceed / execution of contract.
- I Timely approval of draft documents presented for Town approval.
- I Timely providing of information, signatures, and resolutions from authorized Town officials.
- I Notification of public meetings requiring McAdams' attendance.
- I Payment of invoices in accordance with Item 1 of Terms and Conditions.
- I Notification to Firm of any problems, in accordance with Item 2 of Terms and Conditions.

Exclusions

The following services are not included in this Agreement. This list is subject to change with future change orders:

- I Field survey, geotechnical investigations, and subsurface assessments
- I Environmental assessment or field studies
- I Wetland and surface water assessments

- | Engineering design services
- | Regulatory permitting
- | Stormwater and groundwater modeling
- | All other services not listed within the scope section above.

General Conditions

- | The attached "Terms and Conditions" shall apply to this Agreement.
- | This proposal is valid for 30 days from the above date.
- | Reimbursable expenses will be billed in accordance with the attached Rate Schedule.
- | Client is responsible for all application and permit fees.

Conclusion

We appreciate this opportunity to propose our services. We are eager to pursue this project further and thank you for your consideration.

Sincerely,

McAdams



Hunter Freeman, PE, LEED AP | Senior Advisor, Water Resources – Green Stormwater Infrastructure
freeman@mcadamsco.com | 919. 361. 5000

Acceptance

By: _____ Date: _____

Name: _____

Title: _____

Accounting Information

Billing Contact: _____

Billing Contact Email Address: _____

Billing Contact Phone Number: _____

Billing Address: _____



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Hourly Rate Schedule / 2024

1. SPECIFICATIONS FOR CONTRACT BY HOURLY CHARGE, THE FOLLOWING RATES APPLY

Role	Rate
Chairman / President / Vice President	\$290 - 400 /hour
Principal	\$325 /hour
Director / Practice Lead	\$145 - 265 /hour
Technical Manager	\$135 - 240 /hour
Project Manager	\$150 - 230 /hour
Assistant Project Manager	\$120 - 175 /hour
Landscape Architect	\$140 - 230 /hour
Planner	\$110 - 190 /hour
Project Engineer	\$130 - 240 /hour
Graphics + Visualization	\$110 - 160 /hour
Designer / Analyst	\$100 - 200 /hour
Intern	\$55 - 100 /hour
Administrative Services	\$80 - 110 /hour
Construction Administration	\$100 - 155 /hour
Survey Technician	\$95 - 125 /hour
2 Man Survey Crew	\$155 - 175 /hour
3 Man Survey Crew	\$185 - 200 /hour
UAS LiDAR Crew	\$285 /hour
SUE Crew Member	\$55 - 115 /hour

Hourly services are recorded and rounded to the nearest 1/4 hour.

2. THE FOLLOWING CHARGES APPLY ON ALL CONTRACTS, FOR COPIES OF PLANS AND SPECIFICATIONS SENT OUT OF THE ENGINEER'S OFFICE (TO CLIENT, CITY REGULATORY AGENCIES, BIDDERS, CONTRACTOR, OTHER CONSULTANTS, ETC.):

Item	Fee	Item	Fee
Oversize + Color Rep.	\$3.60 /each	Oversize Mylar Sepia	\$24.00 /each
Paper Reproductions	\$2.40 /each	Mylar Sepia	\$18.00 /each
Specifications	\$0.12 /each	Paper Sepia	\$6.00 /each

3. THE FOLLOWING RATES ARE CHARGED IN ADDITION TO THE ABOVE FEES:

Item	Fee
Fees Paid for Permits and Applications	Cost Plus 10%
Outside Photocopying, Travel, Overnight Delivery, Postage for Mass Mailings	Cost Plus 10%
Subcontractor Invoices	Cost Plus 12.5%

4. FEES ARE SUBJECT TO ADJUSTMENT AT THE BEGINNING OF EACH CALENDAR YEAR.

5. PROJECTS ARE BILLED ON A MONTHLY BASIS AND INVOICES ARE DUE UPON RECEIPT. INVOICES WHICH HAVE BEEN NOT BEEN PAID WITHIN 30 DAYS ARE PAST DUE AND SUBJECT TO FINANCE CHARGES OF 1.5% PER MONTH.

Client's Initials _____ Date _____



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Terms + Conditions

The proposal submitted by THE JOHN R. McADAMS COMPANY (“CONSULTANT”) is subject to the following terms and conditions (collectively referred to as the “Agreement”) and, by accepting the proposal or any part thereof, CLIENT agrees and accepts the terms and conditions outlined below:

1. **Payment:**

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 if not paid in full 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.

In an effort to ensure prompt resolution of questions and disputes regarding CONSULTANT’s services and invoices, CLIENT agrees to notify CONSULTANT, in writing / email, of any questions or concerns CLIENT may have regarding the cost, quality or appropriateness of services provided related to an invoice within fifteen (15) days of the invoice date. If CLIENT fails to provide such notice to CONSULTANT, CLIENT waives its right to dispute the accuracy and appropriateness of any portion of such invoice for which notice was not provided.

If CLIENT fails to make payment to CONSULTANT within 30 days after the invoice date, CONSULTANT may, after giving seven (7) days written notice to CLIENT, suspend services under this Agreement until all amounts due are paid in full. If an invoice remains unpaid after sixty (60) days from invoice date, CONSULTANT may terminate the Agreement and/or initiate legal proceedings to collect the fees owed, plus other reasonable expenses of collection including attorney’s fees.

2. **Notification of Breach or Default:**

CLIENT shall provide prompt written / email documentation to CONSULTANT if CLIENT becomes aware of any breach of contract, defect, fault, error, omission or inconsistency arising out of or related to CONSULTANT’s services. The failure of CLIENT to provide such written notice within fifteen (15) days from the time CLIENT became aware of such breach of contract, defect, fault, error, omission or inconsistency, shall constitute a waiver by CLIENT of any claims against CONSULTANT arising out of such breach of contract, defect, fault, error, omission or inconsistency.

3. **Ownership of Instruments of Service:**

All reports, plans, specifications, instruments of service, field data, notes and other documents, including all documents on electronic media, prepared by CONSULTANT shall remain the property of CONSULTANT. CONSULTANT shall retain all common law, statutory and other rights, including intellectual property rights. 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 completed plans, specifications, and electronic files.

4. **Change Orders:**

CONSULTANT will treat as a change order request any documented or oral order (including directions, instructions, interpretations or determinations) from CLIENT which request changes in the Agreement or CONSULTANT's scope of work. If CONSULTANT is willing to proceed with such change, CONSULTANT will give CLIENT written notice within fifteen (15) days of a change order request of any resulting increase in CONSULTANT's fees and/or time of performance (a "Change Order"). Unless CLIENT objects in writing within ten (10) days, the Change Order becomes a part of this Agreement.

5. **Site Operations:**

CLIENT will arrange for right-of-entry to the property for the purpose of performing studies, tests and evaluations pursuant to the agreed services. CLIENT represents that it possesses necessary permits and licenses required for all ongoing activities at the site. If CONSULTANT is advised or given data in writing that shows the presence of underground or overground obstructions, such as utilities, CONSULTANT will give special instructions to our field personnel. However, CONSULTANT is not responsible for any damage or losses due to undisclosed or unknown surface or subsurface conditions, owned by CLIENT or third parties. CONSULTANT will take reasonable precautions to minimize damage to the property caused by our operations. CONSULTANT's fee does not include any cost of restoration due to any damage which may result and CONSULTANT is not responsible for any such repairs unless CONSULTANT fails to take reasonable precautions. If CLIENT desires CONSULTANT to repair such damage, CONSULTANT will comply and add the cost to our fee. Field tests or boring locations described in CLIENT's reports or shown on sketches prepared by CONSULTANT are based on specific information furnished by others or estimates made in the field by CONSULTANT's personnel. Such dimensions, depths or elevations should be considered as approximations unless otherwise stated in CONSULTANT's proposal or report.

6. **Project Site:**

Should CLIENT not be owner of the project site, then CLIENT agrees to notify the owner(s) of the possibility of unavoidable alteration and damage to the site and to obtain permission from the owner(s) for such alteration and damage. CLIENT further agrees to indemnify, defend and hold CONSULTANT harmless against any claims by the owner(s) or persons having possession of the site through the Owner which are related to such alteration or damage.

7. **Assignment and Third Parties:**

Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than CLIENT and CONSULTANT, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of CLIENT and CONSULTANT and not for the benefit of any other party. Neither CLIENT nor 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 CONSULTANT from employing independent subconsultants as CONSULTANT may deem appropriate to assist in the performance of services hereunder.

8. **Survival:**

All of CLIENT's payment obligations and liabilities, including but not limited to, its indemnification obligations and limitations, and CONSULTANT's rights and remedies with respect thereto, as well as the terms of Sections 6, 11, 12, and 14, shall survive completion of and the expiration or termination of this Agreement.

9. Force Majeure:

Should completion of any portion of the services or any obligation under 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 of the service or the deadline under the Agreement shall be extended for a period at least equal to the delay. 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, riots, quarantine restrictions, strikes, civil insurrections, freight embargoes, and unusually severe weather.

10. Standard of Care:

CONSULTANT shall perform its services under the Agreement in a professional manner, using the 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, ARISING OUT OF OR RELATING TO THE SERVICES PROVIDED BY CONSULTANT UNDER THIS AGREEMENT, AND CLIENT WAIVES ITS RIGHT TO ASSERT SUCH CLAIMS AGAINST CONSULTANT.**

11. Limitation of Liability:

CLIENT agrees that the total collective and aggregate liability of CONSULTANT and its employees, officers, and directors for any and all claims that may be asserted by CLIENT arising out of or related to this Agreement, except for claims for willful or intentional misconduct by CONSULTANT, is limited to \$50,000 or to the fee paid to CONSULTANT under this Agreement, whichever is greater.

12. Waiver of Consequential Damages:

Both CLIENT and CONSULTANT hereby waive any right to pursue claims for consequential damages against one another, including any claims for lost profits.

13. Safety:

Except with respect to CONSULTANT's own employees, 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. Likewise, CONSULTANT shall have no right to direct or stop the work of CLIENT's contractors, agents or employees.

14. Arbitration:

Any claim or other dispute arising out of or related to this Agreement shall be subject to Arbitration. Such claims and disputes shall first be subject to non-binding mediation, and if mediation is unsuccessful, shall be subject to Arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect. Any demand for Arbitration shall be filed in writing with the other party and with the American Arbitration Association. Nothing in this provision shall prevent CONSULTANT from acting to secure any lien rights it may have under applicable law.

15. Independent Contractor:

In carrying out its obligations, CONSULTANT shall be acting at all times 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

16. Termination:

Either party may terminate the Agreement with 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. Either party may terminate the Agreement without cause upon thirty (30) days advance written notice to the other party. If CLIENT terminates without cause or if CONSULTANT terminates for cause, CLIENT will pay CONSULTANT for all services performed, 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 reasonable demobilization costs.

17. 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 the law.

18. 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.

19. Merger, Amendment:

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

20. 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.