



**Town of Holden Beach  
Board of Commissioners  
Special Meeting**

**Monday, March 27, 2023  
5:30 PM**

**Holden Beach Town Hall  
Public Assembly**



**TOWN OF HOLDEN BEACH  
BOARD OF COMMISSIONERS' SPECIAL MEETING  
HOLDEN BEACH TOWN HALL – PUBLIC ASSEMBLY  
MONDAY, MARCH 27, 2023 – 5:30 P.M.**

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1. Call to Order
2. Public Comment
3. Discussion and Possible Action on Proposal from Bowman Murray Hemingway Architects for Next Phase of the Holden Beach Pier Project – Mayor Pro Tem Smith (Pages 1 – 28)
4. Discussion and Possible Approval of Resolution 23-07, Resolution Amending the Holden Beach Fee Schedule (Effective Date for Building Fees) – Mayor Pro Tem Smith (Pages 29 – 32)
5. Closed Session Pursuant to North Carolina General Statute 143-318.11(A)(3), To Consult with the Attorney and North Carolina General Statute 143-318.11(A)(5), To Establish or Instruct Staff or Agent Concerning the Price and Terms Concerning the Acquisition of Real Property – Mayor Pro Tem Smith
6. Adjournment

\* Visit <https://www.facebook.com/holdenbeachtownhall/> to watch the livestream of the meeting. Public comments can be submitted to [heather@hbtownhall.com](mailto:heather@hbtownhall.com) prior to 12:00 p.m. on March 27, 2023.



514 Market Street Wilmington, NC 28401  
phone 910.762.2621  
www.bmharch.com

March 9, 2023

David Hewett  
dhewett@hbtownhall.com  
Holden Beach Town Manager  
110 Rothschild Street  
Holden Beach, NC 28462

**Re: Holden Beach Pier Design Proposal**

Dear David,

Thank you for the opportunity to submit our proposal for your project.

**Project Understanding**

We understand this project to be design of, bidding and construction administration of the elements shown in the approved master plan. The master plan was approved on 2/21/23.

The following items were shown on the master plan and certain associated items not listed below.

1. Design renovation existing fishing pier with a new wood ADA ramp access.
2. Design renovation to the existing pier house
  - a. Keep work under 50% of the appraised value.
  - b. Begin to identify phases that keep the work under 50%.
  - c. Incorporate exterior restrooms within the existing building.
  - d. Potential outdoor decks adjacent to existing pier house.
3. Design an emergency vehicle cross over onto the beach strand from the pier parking area,
4. Design improvements existing parking to maximize layout for the renovated facility.
5. Improve camper parking layout for optimized efficiency and camping experience.
6. Showers to be located near the exterior accessed restrooms with the existing structure.

**Design Professionals:**

Architectural:	Bowman Murray Hemingway Architects	Wilmington, NC
Civil:	Coastal Site Design	Wilmington, NC
Structural:	Andrew Engineering	Wilmington, NC
PM & E:	CBHF Engineering	Wilmington, NC

**Form of Services**

We purpose intend to perform services in accordance with the standard AIA guidelines guidelines for design services.

Schematic Design	15% of overall fee
Design Development	20%
Construction Documents	35%
Bidding	5%
Construction Administration	25%
<b>Total</b>	<b>100%</b>

**Deliverables:**

PDF Files and (3) hard copies

Not included in this proposal is:

1. CAMA Permitting
2. Special Inspections
3. Automatic Fire Suppression System
4. Surveying or CAMA setback delineation
5. Environmental or Building Permitting
6. Materials Testing: Geotechnical soils report, etc...
7. Landscape Design
8. Interior Design
9. PME for restaurant design (see attached proposal)

**Project Schedule:**

We can start at any time and we are ready to see the project through completion.

**Fee:**

We have tabulated our fee at 9% of a \$2 Million Construction Budget

Architectural Design Services

Architectural	\$75,000
Structural	\$73,000
Civil	\$16,000

Plumbing Mechanical and Electrical	\$19,000
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Total:	\$183,000
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If this is acceptable we will execute a formal AIA contract for signitures.

Sincerely,

**Bowman Murray Hemingway Architects**



George C. Hemingway (Chip) AIA, LEED-AP



March 8, 2023

BMH Architects  
514 Market St  
Wilmington, NC 28401  
Attn: Chip Hemingway

Reference: Holden Beach Ocean Pier and Pier House Structural Engineering Services  
441 Ocean Blvd  
Holden Beach, NC 28462  
ACE Project No. 22047

Dear Chip:

We are pleased to propose the following Agreement for providing Professional Services on the above referenced project. This proposal will remain open for acceptance for 30 day(s).

#### DESCRIPTION OF PROJECT

The Town of Holden Beach recently bought the Holden Beach Pier and Pier House and is updating the appearance, layout, and both structures. The proposed updates are conceptually shown in the BMH master plan, which has been approved by the Holden Beach Town Council. In addition, the updates are listed in a word file provided to us by BMH. We have used these documents to establish our proposed structural design services and have specified them in the following scope of services.

#### SCOPE OF SERVICES

1. Structural design for providing SD, DD, and CD drawings and specifications for the following structural elements:
  - a. New concrete slab on grade in the pier house.
  - b. Structural framing modifications at replaced exterior wall openings to meet current wind code (repairs will remain below "50% building value" so flood proofing and flood resistance design not requested).
  - c. New timber pile supported outdoor seating area at southeast of pier house.
  - d. New timber trellis over south pier house entry.
  - e. New elevated timber HVAC support platform.
  - f. New wood framed ADA ramp and new steps connecting pier house to ocean pier supported by timber piling.
  - g. Replacement of original construction era timber piles supporting pier located closest to pier house end of pier.
  - h. Replacement of most of existing structural pier fasteners (e.g., bracing to piling, girders to piling, stringers to girders, decking to stringers, and guardrail posts to supports)
  - i. Replace damaged and missing pier horizontal and diagonal braces.
  - j. Replace eighty (80) linear feet of pier guardrail system on each side at northern end of pier.
  - k. Replace top rail of pier guardrail system for entire pier.
  - l. New timber pile supported wood framed ADA access ramp from west side of pier house to beach strand.

- m. New timber pile supported wood framed vehicular beach access crossing over dune for town and emergency vehicles ("Hatteras ramp").
2. Limited bidding and construction phase services have been included in our proposal. Those tasks included can be found in exhibit A.

Our fee is based upon AutoCAD or Revit drawings of the architectural plans for the area in our scope of work being provided to us for our use in developing our drawings. The building code requires a geotechnical report with foundation recommendations be provided to us for our use in designing timber pile foundations. This is not included in our fee or scope. We can assist with soliciting a proposal. The code also requires Special Inspections of the timber pile installation. This has not been included in our fee or scope of work. We can provide a budget fee for those services after we have more information on duration of that construction activity.

These services are more specifically described in the Summary of Services (Exhibit A) and Terms and Conditions (Exhibit B).

The following items are not included in the scope of work:

Geotechnical and soil investigations.

***Reinforcements, modifications, analysis, or re-design of overall structure of ocean pier to comply with current building code – only new piles and areas of new guardrails will be designed to comply with current requirements. Replacement pier fasteners will be selected to match existing fastener materials and sizes.***

Civil/site design, permitting, applications and fees.

Preparation of construction cost estimates.

The preparation of documents for alternate bids.

Services required because of significant changes in the project, including changes in size, quality, complexity, schedule, or methods of bidding.

Equipment layout.

Preparation of construction contract.

Material testing.

Bidding.

Shoring or bracing designs or drawings.

Design of awnings or their supports or attachments to existing structures.

The design of elements exterior to the building such as retaining walls, screen walls, covered walks, light poles, fountains, and signs, or light poles to existing structures, except as noted in the project description.

The modification of specifications to formats other than Masterspec.

Providing details for repair of defective construction.

Providing sealed calculations.

Flashing and waterproofing details.

Special Inspections.

## **ENGINEERING COMPENSATION**

Compensation for basic services shall be:

1. Schematic Design Phase ( <i>Hourly-Budget Fee</i> )	\$12,000
2. Design Development Phase ( <i>Hourly-Budget Fee</i> )	\$12,000
3. Contract Documents Phase ( <i>Hourly-Budget Fee</i> )	\$12,000
4. Bidding Or Negotiation Phase ( <i>Hourly-Budget Fee</i> )	\$6,000
5. Construction Phase Services ( <i>Hourly-Budget Fee</i> )	\$26,000
6. Project Closeout, Record Documents, Pre-Final Observation ( <i>Hourly-Budget Fee</i> )	\$5,000

**Overall total budget hourly fees: \$73,000.**

## **Additional Services**

Compensation for our Additional Services shall be paid monthly and shall be a fee calculated on an hourly rate billed at our current hourly rate schedule.

**Current Hourly Rate Schedule**

Principal	\$ 275.00 /Hr.	Engineering Assistant	\$ 140.00 /Hr.
Registered Engineer	\$ 210.00 /Hr.	Senior Technician	\$ 140.00 /Hr.
Project Engineer	\$ 170.00 /Hr.	Technician	\$ 120.00 /Hr.
Senior Designer	\$ 160.00 /Hr.	Secretary	\$ 90.00
Engineer Intern	\$ 150.00 /Hr.	Outside Consultants	Invoice Cost + 20%

This rate schedule is effective through December 31, 2023.

**REIMBURSABLE EXPENSES**

Reimbursable Expenses, as described in the Terms and Conditions, shall be billed at a multiple of 1.2 times the cost incurred.

**ADDITIONAL PROVISIONS**

This Agreement, and Exhibits A and B attached hereto, constitute the entire Agreement between the parties. Two copies of this Agreement have been provided to you. Please examine these documents and sign and return one copy. We will begin services upon receipt of a signed contract.

If this letter correctly sets forth the terms of our agreement regarding compensation, please sign and return a copy of this letter to us acknowledging your acceptance of the above terms. If you do not sign and return this engagement letter and after receipt of this letter you request or accept services from the firm in connection with this or any other engagement, your request or acceptance of such services will be deemed to be an acquiescence or agreement with the terms provided in this letter.

We are looking forward to working with you on this project.

Sincerely: DocuSigned by:  
*Neal Andrew*  
330AAE236A904CC

Agreed to and Accepted by:

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

3/9/2023

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Date)

Neal W. Andrew, P.E., SECB/President  
(Printed Name/ Title)

Chip Hemingway                      Principal  
\_\_\_\_\_  
(Printed Name/ Title)

Andrew Consulting Engineers, P.C.  
(For)    Structural Engineer

Bowman Murray Hemingway Architects  
\_\_\_\_\_  
(For)                      Owner





5.	Participate in Value Analysis (VA) or Prepare Design Revisions Due to VA Process	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
<b>CONTRACT DOCUMENTS PHASE</b>				
1.	Complete Drawings and Specification (CD's) Based on Approved Design Development Documents	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
2.	Coordinate with Building Code Officials and Other Appropriate Public Agencies	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
3.	Prepare Statement(s) of Special Inspection	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
4.	Assist in Preparation of General Conditions and Bid Forms	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
5.	Revise Opinion of Probable Construction Cost	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
6.	Revise to CD's as Required by Building Officials	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
7.	Revise to CD's as Required by Project Peer Review	<input checked="" type="checkbox"/>	<input type="checkbox"/>	We have included one virtual or local meeting to discuss the CD drawings with you.
<b>BIDDING OR NEGOTIATION PHASE</b>				
1.	Reproduce and Distribute Bidding Documents	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
2.	Assist in Evaluating Bidder Qualifications	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
3.	Conduct or Participate in Pre-bid Conference	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
4.	Issue Addenda and Clarifications	<input checked="" type="checkbox"/>	<input type="checkbox"/>	We will respond via email to questions the contractor may have about the structural drawings so the architect may issue an Addendum.
5.	Conduct or Participate in Bid Opening	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
6.	Assist in Bid Evaluation	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
<b>CONSTRUCTION ADMINISTRATION PHASE</b>				
1.	Pre-Construction Services			
	a. Attend Pre-Construction Meeting	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
	b. Establish Communication Procedures	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
	c. Establish Submittal Procedures	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
	d. Establish Procedures for Testing & Inspection	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
	e. Assist in Selection of Testing & Inspection Agency	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Special Inspections will be required
	f. Respond to Building Department Comments	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
2.	Submittal Review			Structural Only
	a. Review Specified Submittals	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
	b. Review Contractor Proposed Substitutes or Design Alternates	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
3.	Site Visits			

a. Make Site visits at Intervals Appropriate to the Stages of Construction	<input checked="" type="checkbox"/>	<input type="checkbox"/>	4 monthly in-person progress meetings and/or construction observations with written reports
b. Prepare Site Visit Reports	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
4. Materials Testing and Inspection			
a. Review Testing and Inspection Reports	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
b. Initiate Appropriate Action to Testing and Inspection Reports, if Required.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
5. Review Contractor's Requests for Payment	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
6. Respond to Contractor's Requests for Information (RFI)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Structural only
7. Provide Recommendations Regarding Claims, Disputes and Other Matters Relating to Execution or Progress of the Work	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
8. Determine Whether Non-Conforming Work Shall be Rejected (Investigative or redesign services for non-conforming work shall be considered an "Additional Service")	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
9. Review and/or Issue Change Orders	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
10. Conduct Observations to Determine Date of Substantial Completion of the Work	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
11. Conduct Observation to Develop Punch List of Items Required for Final Completion	<input checked="" type="checkbox"/>	<input type="checkbox"/>	1 pre-final punch list site visit
12. Verify Completion of Punch List Items and Determine Date of Final Completion	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
13. Endeavor to Obtain Required Written Warranties and Related Documents and Submit to Owner	<input type="checkbox"/>	<input checked="" type="checkbox"/>	

## EXHIBIT B - Terms and Conditions

This is an exhibit attached to and made part of the Letter Agreement dated March 8, 2023, between

Andrew Consulting Engineers, P.C.  
(For) Structural Engineer

BMH Architects  
(For) Owner

### Section 1 - General

#### 1.1 This Agreement

- 1.1.1 These Terms and Conditions, along with the signed Agreement, and Exhibit A - Summary of Services, form the Agreement as if they were part of one and the same document.
- 1.1.2 The Agreement and Exhibit A may limit or negate the applicability of these Terms and Conditions. Such limitation shall take precedence over provisions of this Exhibit.
- 1.1.3 If a Prime Design Professional is also engaged by the Client to participate in this project, then that Prime Design Professional shall be responsible for determining and interpreting the needs of the Client, and for coordinating the work of the SE and other members of the design team.

#### 1.2 General Obligations of the Structural Engineer of Record and the Client

- 1.2.1 The SE shall perform those professional structural engineering services as specified in Exhibit A and detailed in these Terms and Conditions. Services performed under this agreement will be performed in a manner consistent with that degree of skill and care ordinarily exercised by members of the same profession currently practicing under similar circumstances. No warranties, express or implied, are made in connection with services performed under this Agreement. Nothing in this Agreement shall be construed to establish a fiduciary relationship between the parties.
- 1.2.2 Upon written request, the Client shall verify and provide reasonable evidence, in writing, that the contemplated project will be financed adequately, including provisions for contingencies, to accomplish the stated and desired goals and commitments.
- 1.2.3 The Client shall provide all criteria and full information with regard to his or her requirements for the Project. This shall include, but not be limited to, review and approval of design issues in the schematic design phase, design development phase, and contract documents phase. These approvals shall include a written authorization to proceed to the next phase.
- 1.2.4 The SE shall recommend that the Client shall provide those geotechnical investigations, property surveys, reports and other data necessary for performance of the SE's services.
- 1.2.5 The Client and SE shall each designate, in writing, a person to act with authority on behalf of each with respect to all aspects of the Project.
- 1.2.6 The SE shall submit or coordinate with the Prime Design Professional to submit a schedule for the performance of the SE's services to the Client. This schedule shall include requirements for information to be furnished by the Client.
- 1.2.7 The SE shall be entitled to rely on the accuracy and completeness of all information supplied by the Client.
- 1.2.8 The Client shall coordinate, or arrange for the Prime Design Professional to coordinate, the services of the design team to minimize conflicts or misunderstandings.

#### 1.3 Definitions

- 1.3.1 **Construction Cost** is the amount paid by Client for construction of the building(s) and everything within five feet of the building perimeter(s), excluding furniture, fixtures, and equipment.
- 1.3.2 **Fast Track Projects** are projects in which any portion of the contract documents are released for pricing/bid/fabrication, or are submitted for building permit, prior to such issuance of full design team documents.
- 1.3.3 **Multiple Bid Packages** are bid documents which are submitted for phased construction of portions of the project under separate trade contracts.
- 1.3.4 **Non-Structural Elements** are elements of a building that are not Primary or Secondary Structural Elements. Items in this category could include curtain walls and cladding, non-bearing partitions, stair railings, etc.
- 1.3.5 **Pre-Engineered Structural Elements** are structural elements which are specified by the SER but may be designed by a Specialty Engineer. These elements are normally fabricated off-site, may require specialized equipment not usually available at the job site or may require a proprietary process. The SE shall specify the design criteria, including the incorporation of the Pre-Engineered Structural Elements into the structure. Examples of Pre-Engineered Structural Elements may include but are not limited to:
  - a. Open web steel joists and joist girders.
  - b. Wood trusses.
  - c. Combination wood and metal, and plywood joists.

- d. Precast concrete elements.
  - e. Prefabricated wood or metal buildings.
  - f. Tilt-up concrete panel reinforcement and hardware required for lifting to position.
- 1.1.1. **Primary Structural System** is the completed combination of elements which serve to support the building's self-weight, the applicable live load which is based upon the occupancy and use of the spaces, and the environmental loads such as wind, seismic, and thermal. Curtain wall members, non-load bearing walls and exterior facade are examples of items which are not part of the Primary Structural System.
  - 1.1.2. **Prime Design Professional** is the leader of the design team charged with the design of a facility, either an architect or an engineer. The Prime Design Professional is responsible for determining and interpreting the needs of the Client and for coordinating the work of the other members of the design team.
  - 1.1.3. **Reimbursable Expenses** are expenses incurred directly or indirectly in connection with the project such as, but not limited to, transportation, meals or lodging for travel, long distance telephone calls and facsimile transmissions, overnight deliveries, courier services, professional service sales taxes, the cost of reproductions beyond those normally required for coordination and information purposes, and the cost of outside professional services.
  - 1.1.4. **Secondary Structural Elements** are elements that are structurally significant for the function they serve but do not contribute to the strength or stability of the Primary Structure. Examples may include but are not limited to: support beams above the primary roof structure which carry a chiller, stairs, elevator support rails and beams, retaining walls independent of the primary building, and flagpole or light pole foundations.
  - 1.1.5. **Special Inspection** is inspection performed by a qualified person, approved by the building official, for the types of work requiring inspection per the governing codes and contract documents.
  - 1.1.6. **Specialty Structural Engineer** is a licensed professional engineer, not the Structural Engineer of Record, who is legally responsible for sealing plans and designs for Pre-Engineered Structural Elements which are necessary for the structure to be completed. The Specialty Structural Engineer is usually retained by a supplier or subcontractor who is responsible for the design, fabrication and (sometimes) installation of engineered elements or by the General Contractor or Subcontractor(s) responsible for construction related services.
  - 1.1.7. **Structural Engineer of Record (SE)** is the Structural Engineer who is legally eligible to seal the Structural Documents for a Building Project. This seal acknowledges that he or she has performed or supervised the analysis, design, and document preparation for the building structure and has knowledge of the requirements for the load carrying structural system. The SE is responsible for the design of the Primary Structural System.

## Section 2 - Basic Services

### 2.1 General – The Basic Services of the SE shall include the following:

- 2.1.1 Analysis, design and preparation of drawings and specifications for the Primary Structural System, as designated in Exhibit A.
- 2.1.2 Provision of structural criteria for Pre-Engineered Structural Elements, if required by Exhibit A. This may include the type of element, position within the structure, connection to the Primary Structural System, the loading and deflection criteria, and the required shop drawing and calculation submittal requirements.
- 2.1.3 Review of the effect of Secondary and Non-Structural Elements on the Primary Structural System and design the Primary Structural System to accept and support such items. The Contract Documents shall provide information regarding the supporting capability and physical attachment limitations of the Primary Structural System. Where Exhibit A requires secondary or non-structural elements to be reviewed by the SE, the SE shall be entitled to rely on the accuracy and completeness of information furnished by the Client and/or Prime Design Professional.
- 2.1.4 Review of specified submittals pertaining to items designed by the SE after these submittals have been approved by others as required by the Contract Documents. Review of submittals shall be for general conformance with the information given and design concept expressed in the Contract Documents.
- 2.1.5 Review of submittals pertaining to Pre-Engineered Structural Elements specified by the SE and designed by Specialty Engineers after these submittals have been approved by others as required by the Contract Documents. Determine whether submittals bear the signature and professional seal of the Specialty Engineer responsible for the design as required by the Contract Documents. Review of Pre-Engineered Structural Elements shall be for type, position, and connection to other elements within the Primary Structural System, and for criteria and loads used for their design.
- 2.1.6 Site visits at intervals appropriate to the stage of construction, as defined by the Agreement, to observe and become generally familiar with the quality and the progress of the construction work relative to the Primary Structural System and preparation of construction observation reports.

## Section 3 - Additional Services

### 3.1 General

- 3.1.1 Services beyond those outlined under Basic Services may be requested. These services shall be provided as Additional Services by the SE under terms mutually agreed upon by the Client and the SE.

- 3.1.2 Special Services are services which may or may not be foreseen at the beginning of design, and which are not normally included as Basic Services. Examples include, but are not limited to:
- a. Services related to Non-Structural Elements and their attachments, including:
    - 1) Exterior cladding systems.
    - 2) Interior architectural systems.
    - 3) Window washing systems and tie downs.
    - 4) Antennas and flagpoles.
    - 5) Mechanical, electrical and plumbing equipment, storage tanks, cooling towers and underground vaults.
    - 6) Mechanisms and guide systems for elevators, escalators, other conveyor systems and associated operating equipment.
    - 7) Ladders, handrails, railings, grills, screens and signs.
  - b. Services related to Secondary Structural Elements and their attachments, including:
    - 1) Site-work elements not part of the Primary Structural System, such as retaining walls, culverts, bridges, etc.; as well as support for landscape furnishing such as flagpoles, lighting poles, benches, fountains, pools, signs, etc.
    - 2) Stairs.
    - 3) Tenant-related design services.
    - 4) Services related to special seismic analyses such as non-linear "pushover" analysis or spectrum or time-history dynamic analysis.
    - 5) Services related to special dynamic analyses, such as effects or floor-response analysis for foot-fall or vibratory equipment.
    - 6) Services related to special wind analyses, such as wind-tunnel tests, etc.
    - 7) Services related to "seismic risk" analysis.
    - 8) Preparation of demolition documents.
    - 9) Field Investigation of existing buildings and structures, including surveys of existing construction.
    - 10) Studies of various schemes to accommodate special energy requirements.
    - 11) Services connected with the preparation of documents for alternate bids or for segregated agreements for phased or Fast Track construction.
    - 12) Continuous and/or detailed inspections of construction.
    - 13) Design and field observation of shoring and bracing for excavations and buildings or underpinning of adjacent structures.
    - 14) Design and review related to Contractor's construction related equipment, e.g., cranes, hoists, etc.
    - 15) Design of swimming pools.
    - 16) Design for future expansion.
    - 17) Filing application for and obtaining a building permit.
    - 18) Preparation of a record set of drawings.
    - 19) Preparation of shop or fabrication drawings, such as tilt-up wall panel drawings, reinforcing and structural steel detailing, etc.
    - 20) Review and determination of structural fire resistance requirements.
- 3.1.3 Extra Services are services which arise as a result of unforeseen circumstances during the design or construction process. Examples include, but are not limited to:
- a. Services resulting from changes in scope or magnitude of the project as described and agreed to under the Basic Services Agreement.
  - b. Services resulting from changes necessary because of a construction cost over-run which is outside the control of the SE.
  - c. Services resulting from revisions which are inconsistent with approvals or instructions previously given by the Client.
  - d. Services resulting from revisions due to the enactment or revision of codes, laws, or regulations subsequent to the execution of this Agreement.
  - e. Services resulting from Change Orders.
  - f. Services resulting from corrections or revisions required because of errors or omissions in construction by the building contractor or in design by consultants other than the SE.
  - g. Providing recommendations regarding claims, disputes, or other matters relating to execution or progress of the work.
  - h. Services resulting from construction procedures over which the SE has no control.
  - i. Services due to extended design or construction time schedules.
  - j. Service in connection with any public hearing, arbitration, or legal proceeding with respect to the project, including assisting in preparation for litigation or arbitration as witnesses or consultants.
  - k. Services resulting from damage as the result of fire, man-made disasters, or acts of God.
  - l. Review and design of alternate or substitute systems.
  - m. Review of additional shop drawing submittals when occasioned by improper or incomplete submittals.
  - n. Attendance at construction progress meetings.
  - o. Overtime work required by the Client.
  - p. Services required to make changes resulting from value-engineering review or project peer review.

- q. Services rendered for special foundations when the discovery of unexpected soil conditions is made after execution of this Agreement. Examples include, but are not limited to: deep foundations, mat foundations, structural grade slabs, and grade beams.

#### **Section 4 - Fees and Payments**

##### **4.1 Fees and Other Compensation**

- 4.1.1 Fees for Basic Services, Additional Services and Compensation for Reimbursable Expenses are set forth in the Agreement.

##### **4.2 Payments on Account**

- 4.2.1 Invoices for the SE's services shall be submitted, at the SE's option, either upon completion of any phase of service or on a monthly basis. Invoices shall be payable when rendered and shall be considered past due if not paid within 30 days after the invoice date.
- 4.2.2 Retainers, if applicable to this Project, shall be credited to the final invoice.
- 4.2.3 Any inquiry or question concerning the substance or content of an invoice shall be made to the SE, in writing, within 10 days of receipt of the invoice. A failure to notify the SE within this period shall constitute an acknowledgement that the service has been provided and payment is due.

##### **4.3 Late Payments**

- 4.3.1 A service charge will be charged at the rate of 1.5% (18% true annual rate) per month or the maximum allowable by law on the then outstanding balance of past due accounts. In the event any portion of an account remains unpaid 90 days after billing, the Client shall pay all costs of collection, including reasonable attorney's fees. Payments on account will be credited first to any service charge and then to any outstanding balances.
- 4.3.2 In the event that any portion of an account remains unpaid 30 days after billing, the SE may, without waiving any claim or right against the Client, and without liability whatsoever to the Client, suspend or terminate the performance of all services and in that event, SE will in no way be responsible for any resultant delay.

#### **Section 5 - Insurance, Indemnification & Risk Allocation**

##### **5.1 Insurance**

- 5.1.1 The Client shall secure professional liability insurance, commercial general liability insurance, and automobile liability insurance to protect the Client from claims for negligence, bodily injury, death or property damage which may arise out of the negligent performance of the Client's Services under this Agreement. The Client shall maintain professional liability insurance for a minimum of three years after substantial completion of the project provided such insurance is commercially available and reasonably affordable. The Client shall also carry worker's compensation insurance. The Client shall provide certificates of insurance to the SE.
- 5.1.2 The SE shall secure professional liability insurance, commercial general liability insurance, and automobile liability insurance to protect the SE from claims for negligence, bodily injury, death or property damage which may arise out of the negligent performance of the SE's Services under this Agreement. The SE shall maintain professional liability insurance for a minimum of three years after substantial completion of the project provided such insurance is commercially available and reasonably affordable. The SE shall also carry worker's compensation insurance. The SE shall, if requested in writing, provide certificates of insurance to the Client.

##### **5.2 Indemnification**

- 5.2.1 The SE shall indemnify and hold harmless the Client and its officers, members, directors, partners, employees, and subconsultants against any and all claims, damages, losses and expenses to the extent they are caused by the negligent acts, errors, or omissions of the SE or its employees in the performance of its services under this Agreement, subject to the Risk Allocation provisions in Art. 5.3 below.
- 5.2.2 The Client shall indemnify and hold harmless the SE and its officers, members, directors, partners, , employees, and subconsultants from and against any and all claims, damages, losses and expenses arising out of or resulting from Client's performance of its obligations under this Agreement, provided that any such claims, damage, loss or expense is caused in whole or in part by the negligent act or omission and/or strict liability of the Client, anyone directly or indirectly employed by the Client (except the SE) or anyone for whose acts any of them may be liable and provided that they are not caused by the negligent performance by the SE of services under the agreement. This indemnification shall include any claim, damage or loss due to the presence of hazardous materials.
- 5.2.3 Neither party shall have any obligation to defend or pay for the defense costs of the other party unless such costs are recoverable under applicable law.

- 5.2.4 For third party claims, to the fullest extent permitted by law, the Client hereby agrees to indemnify, hold harmless and defend the SE, including its officers, members, directors, partners, agents, employees, and subconsultants from and against all third party claims, including bodily injury, property damage, products liability, demands, damages and losses, causes of actions, judgments, fines, penalties and claims expense including attorney fees, litigation costs, expert witness fees and any other expenses caused or alleged to have been caused by anything other than negligent performance by the SE of services under the agreement related to this project. Said indemnification shall also apply to any deductible that the SE may be obligated to pay under its Professional Liability Policy resulting therefrom.
- 5.2.5 The Client shall require that its construction contractor(s) endorse commercial general liability coverage to include the Client, the SE and the SE's consultants as additional insureds for claims caused in whole or in part by the contractor's negligent acts or omissions during the contractor's operations. All such additional insured coverage shall be primary and non-contributory, with provision for separation of insureds.

### 5.3 Risk Allocation

- 5.3.1 In recognition of the relative risks, rewards and benefits of the Project to both the Client and the SE, the risks have been allocated such that the Client agrees that, to the fullest extent permitted by law, the SE's total liability to the Client or any third party for any and all injuries, claims, losses, expenses, damages, expert fees, court costs or claim expenses arising out of this Agreement, from any cause or causes, inclusive of all costs including attorney and expert fees, shall not exceed the amount of \$200,000 or the amount of the SE's fees, whichever is greater. Such causes include, but are not limited to, the SE's negligent acts, errors, omissions, strict liability, breach of contract, breach of expressed or implied warranty, or any other theory of legal liability. This limitation of liability shall apply to the SE and its officers, members, directors, partners, agents, employees, and subconsultants. Client understands that SE's fee is based, in part, on Client's agreement to limit SE's liability in accordance with this paragraph and that greater limits of liability are available for increased SE fees, but that Client has agreed to forego those greater limits of liability in exchange for the SE fee herein.

### 5.4 Waiver of Consequential Damages

- 5.4.1 To the fullest extent permitted by law, and notwithstanding any other provision in the agreement, the SE and SE's officers, directors, members, partners, agents, consultants, and employees shall not be liable to Client or anyone claiming by, through, or under Client and Client waives any and all claims for or entitlement to special, incidental, indirect, consequential, or punitive damages from SE arising out of, resulting from, or in any way related to this agreement or the project.

## Section 6 - Miscellaneous Provisions

### 6.1 Ownership and Use of Documents

- 6.1.1 All documents, drawings, specifications, electronic files, building computer models, design calculations and survey notes ("documents") are instruments of service intended for the one-time use in connection with this Project. They belong to and remain the property of SE, regardless of whether the instruments were copyrighted or whether the Project for which they were prepared is executed. The SE retains all copyright interests and rights in all such documents. The Client may, at its expense, obtain reproducible copies of drawings and copies of other documents, in consideration of which there will be mutual agreement that the Client will use them solely in connection with the specific Project for which they were prepared.
- 6.1.2 Any reuse or modification of the documents for any purpose, including development of another project, or completion of this project by others, shall constitute an unauthorized reuse and is prohibited unless performed by or at the written consent of the SE. The Client further agrees to defend, indemnify and hold the SE harmless from and against any and all claims, demands, damages, losses or expenses, including court and arbitration costs, and attorneys' fees, arising out of or resulting from any such unauthorized reuse.
- 6.1.3 Building computer models or other electronic files shall not be used by the Contractor for the preparation of shop drawings without the written consent of the Structural Engineer and such fee that the Structural Engineer may establish.

### 6.2 Opinion of Probable Construction Cost

- 6.2.1 The SE's opinion of probable structural construction cost, if rendered as a service under this Agreement, is based on assumed labor costs and approximate quantities of material and equipment, and therefore is of a conditional character. The SE cannot guarantee the cost of work to be performed by others since market or bidding conditions can change at any time and changes in the scope or quality of the Project may affect estimates.



### **6.3 Hidden Conditions and Hazardous Materials**

6.3.1 A structural condition is hidden if it is concealed by existing finishes or if it cannot be investigated by reasonable visual observation. If the SE has reason to believe that a structurally deficient condition may exist, the SE shall notify the Client who shall authorize and pay for all costs associated with the investigation of such a condition and, if necessary, all costs necessary to correct said condition. If (1) the Client fails to authorize such investigation or correction after due notification, or (2) the SE has no reason to believe that such a condition exists, the Client is responsible for all risks associated with this condition, and the SE shall not be responsible for the existing condition nor any resulting damages to persons or property. The SE shall have no responsibility for the discovery, presence, handling, removal, disposal or exposure of persons to hazardous materials of any form.

### **6.4 Review of Contractor's Work**

6.4.1 The SE will not supervise, direct, or have control over the Contractor's work. The SE shall not be responsible for the Contractor's means, methods, procedures, techniques, or sequences of construction, nor for safety programs or procedures employed by the Contractor on the job site. The SE shall not be responsible for the Contractor's failure to carry out work in accordance with the Contract Documents.

### **6.5 Termination, Successors and Assigns, Third Party Beneficiaries**

6.5.1 This Agreement may be terminated upon 14 days written notice by either party should the other fail to perform its obligations hereunder. In the event of termination, the Client shall pay the SE for all services rendered to the date of termination, all reimbursable expenses, and reasonable termination expenses.

6.5.2 The parties each bind themselves, their partners, successors, executors, administrators, assigns and legal representatives to the other party of this Agreement and to the partners, successors, executors, administrators, assigns, and legal representatives of such other party in respect to all covenants, agreements, and obligations of this Agreement.

6.5.3 Neither party shall assign, sublet or transfer any rights under or interest in (including but without limitations, monies that may be due or monies that are due) this Agreement, without the written consent of the other, except as stated in the paragraph above, and except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent either party from employing such independent consultants, associates and subcontractors as deemed appropriate to assist in the performance of services hereunder.

6.5.4 The parties agree that the services performed pursuant to this Agreement are solely for the benefit of the Client and are not intended by either party to benefit any other person or entity. To the extent that any other person or entity, is benefited by the services performed pursuant to this Agreement, such benefit is purely incidental and such other person or entity shall not be deemed a third-party beneficiary to this Agreement.

### **6.6 Dispute Resolution**

6.6.1 In an effort to resolve any conflicts that arise during the design and construction of the Project or following the completion of the Project, the Client and the Consultant agree that all disputes between them arising out of or relating to this Agreement, or the Project shall be submitted to nonbinding mediation. The Client and the Consultant further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the Project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with their subcontractors, subconsultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution among the parties to all those agreements.

### **6.7 Governing Laws**

6.7.1 This Agreement shall be governed by the laws of the principal place of business of the SE.

### **6.8 Electronic Document Provisions**

6.8.1 Client and SE may transmit, and shall accept, project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure project website, in accordance with a mutually agreeable protocol.

6.8.2 If this Agreement does not establish protocols for electronic or digital transmittals, then Client and SE shall jointly develop such protocols.

- 6.8.3 Original electronic document files will be retained by SE for a period of time determined by SE. Client may be permitted to retain copies of drawings and specifications prepared on electronic document files for Client's information in its use of the project. Due to the potential that the information set forth in the electronic document files can be modified by Client, unintentionally or otherwise, SE reserves the right to remove all indicia of its ownership and/or involvement from each electronic display.
- 6.8.4 SE's electronic document files are compatible with the current release of SE's software, using SE's current operating system.
- 6.8.5 Data stored on electronic media can deteriorate undetected or be modified without SE's knowledge. Therefore, Client agrees that it will accept responsibility for the completeness, correctness, and readability of the electronic media after an acceptance period of 7 days after delivery of the electronic files. Client also agrees that upon the expiration of this acceptance period, Client will indemnify and hold harmless SE for any and all claims, losses, costs, damages, awards or judgments arising from the use of electronic media files or output generated from them.
- 6.8.6 In the event that a conflict arises between the signed/certified documents prepared by SE and electronic document files, the signed/certified documents shall govern.
- 6.8.7 Electronic document files will be prepared by SE and delivered to Client in accordance with SE's standard electronic document specification. All costs associated with providing electronic document files to comply with Client's electronic document specification are considered Additional Services and may require the extension of the project design phase schedule.
- 6.8.8 Information set forth in the electronic document files will not be used by the Client on other projects, for additions to this project, or for completion of this project by another design professional. Any such use or reuse by Client or others, without written verification or adaptation by SE for the specific purpose intended, will be at Client's sole risk and without liability or legal exposure to SE. Furthermore, Client shall, to the fullest extent permitted by law, indemnify and hold harmless SE from all claims, damages, losses and expenses, including attorneys' fees, arising out of or resulting therefrom. Any such verification or adaptation will entitle SE to further compensation at rates to be mutually agreed upon by Client and SE.

#### **6.9 Corporate Protection**

- 6.9.1 It is intended by the parties to this agreement that the SE's services in connection with the project(s) shall not subject the SE's individual owners, officers or employees to any legal exposure for the risks associated with this project. Therefore, and notwithstanding anything to the contrary contained herein, the client agrees that as the client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against the SE, and not against any of SE's individual owners, officers or employees.

#### **6.10 Jobsite Safety**

- 6.10.1 The Client acknowledges that the SE does not have any authority or responsibility for general jobsite safety and for the safety of persons who are not the employees of the SE or SE's subconsultant(s). It is understood and agreed that the SE will not be responsible for the job safety or site safety of the project and shall not be responsible for compliance with safety programs and related OSHA regulations required to be followed by the Contractor or its employees, Subcontractors, and agents. Jobsite safety shall be the sole responsibility of the Contractor or Client.

#### **6.11 Waiver of Certifications**

- 6.11.1 No party to this Agreement shall be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement. No party to this Agreement shall be required to sign any documents which would result in that party having to certify, guarantee, or warrant the existence of conditions which they cannot ascertain.

#### **6.12 Severability**

- 6.12.1 Any term or provision of this agreement found to be invalid under any applicable statute or rule of law shall be deemed omitted and the remainder of this agreement shall remain in full force and effect.

### 6.13 Claim Validation

6.13.1 The Client shall make no claim for professional negligence, either directly or by way of a cross complaint against the SE unless the Client has first provided the SE with a written certification executed by an independent consultant currently practicing in the same discipline as the SE and licensed in the state where the project is located. This certification shall: a) contain the name and license number of the certifier; b) specify the acts or omissions that the certifier contends are not in conformance with the standard of care for a consultant performing professional services under similar circumstances; and c) state in detail the basis for the certifier's opinion that such acts or omissions do not conform to the standard of care. This certificate shall be an express condition precedent to initiation of any claim by mediation, arbitration or litigation and shall be provided to the SE not less than thirty (30) calendar days prior to the presentation of any claim or the institution of any arbitration or judicial proceeding. Failure to comply with this Art. 6.13.1 shall constitute a waiver of any such claims.

## Section 7 - Supplemental Conditions

### 7.1 Supplemental Conditions:

- 7.1.1 Inasmuch as the remodeling and/or rehabilitation of the existing structure requires that certain assumptions be made by the Consultant regarding existing conditions, and because some of these assumptions may not be verified without the Client's expending substantial sums of money or destroying otherwise adequate or serviceable portions of the structure, the Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless to Consultant, its officers, directors, employees and subconsultants (collectively, Consultant) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with this Project, excepting only those damages, liabilities or costs attributed to the sole negligence and willful misconduct by the Consultant.
- 7.1.2 Services performed under this agreement will be performed in a manner consistent with that degree of skill and care ordinarily exercised by members of the same profession currently practicing under similar circumstances. No warranties, express or implied, are made in connection with services performed under this Agreement. Nothing in this Agreement shall be construed to establish a fiduciary relationship between the parties.
- 7.1.3 All legal actions by either party against the other arising out of or in any way connected with this Agreement of the services to be performed hereunder shall be barred and under no circumstances shall any such legal action be initiated by either party after two (2) years from the date of Substantial Completion, unless the Agreement shall be terminated earlier, in which date in which case the date of termination of this Agreement shall be the date on which such period shall commence.
- 7.1.4 The Client shall promptly report to the Consultant any defects or suspected defects in the Consultant's services which the Client becomes aware, so that the Consultant may take measures to minimize the consequences of such a defect. The Client further agrees to impose a similar notification requirement on all contracts in its Client/Contractor contract and shall require all subcontracts at any level to contain a like requirement. Should legal liability for the defects exists, failure by the Client and Client's contractors or subcontractors to notify the Consultant shall relieve the Consultant of any liability for costs of remedying the defects above the sum such remedy would have cost had prompt notification been given when such defects were first discovered.



2246 Yaupon Drive  
Wilmington, NC 28401  
(910) 791-4000  
Fax (910) 791-5266

1 March 2023

P23065

Mr. Chip Hemingway, AIA  
BMH Architects, PC  
514 Market Street  
Wilmington, NC 28401

RE: Proposal for Engineering Services  
The Holden Beach Pier Revitalization Project  
Holden Beach, NC

Dear Chip:

CBHF Engineers, PLLC appreciates this opportunity to provide a proposal for engineering services associated with the above referenced project. This proposal is based on your preliminary Master Plan with site and floor plans, and 2/21/23 Scope of Work received 2/22/23.

#### **PROJECT UNDERSTANDING**

Engineering design services are required to produce mechanical, electrical, and plumbing construction documents for renovation and additions of the existing pier house, renovation of the pier and new beach access and camper/RV sites. Site and parking lighting will be provided by the electrical utility. Customary Mechanical, Electrical and Plumbing systems are anticipated. Mechanical, electrical and plumbing systems will include special consideration for the saltwater environment. No fuel gas systems (LP/NG) are anticipated.

As discussed, our base design covers only shell services for the Concessions Kitchen and Ice Cream/Coffee Shop areas to include plumbing sanitary waste, grease waste and water connection points, general use HVAC, and sufficient electrical capacity in the main distribution panel. Upfit services for these areas can be provided at an additional fee. Please note that complete kitchen layouts and food service equipment utility requirements will be needed to complete this scope. Additional water heating capability, HVAC and kitchen hood/makeup systems will likely be necessary for restaurant-type cooking operations. We have included an additional estimated fee for this scope for budget purposes. The actual fee may be adjusted based after determination of final scope.

#### **SCOPE OF SERVICES**

General scope of engineering services:

1. Site visit to determine existing conditions and availability of services.
2. Conform to North Carolina State Building Code, NC Department of Insurance and local codes. Confer with authorities having jurisdiction as required to resolve issues related to these design elements.

Mr. Chip Hemingway, AIA  
 The Holden Beach Pier Revitalization Project  
 Holden Beach, NC  
 1 March 2023  
 Page 2

3. Bound Divisions 22, 23, 26, 27 and 28 specifications.
4. Drawings prepared in AutoCAD.
5. Up to two (2) Design Team meetings at your office.
6. Telephone calls and Zoom/Teams meetings to discuss project design, coordination, and progress. One per month during the design phase.
7. Design revisions as necessary in response to comments from the jurisdictional authorities and the Architect.
8. Systems provided for the building and limited to a point at five feet outside the building, except for electrical service, sign power or civil engineering equipment requiring power such as hot boxes and lift stations.
9. Interdisciplinary coordination and coordination with relevant utilities.

Electrical scope of services:

1. Power distribution from new utility source.
2. Power Riser Diagram.
3. Load Calculations.
4. Lighting plans, including emergency and exit lighting systems.
5. Lighting fixture schedule.
6. Interior lighting plans include exit, emergency, and egress lighting systems. Inclusion of Interior Designer selected lighting fixtures. Exterior building mounted perimeter lighting. Detailed lighting fixture schedules.
7. Wall box and area type occupancy sensors, for interior spaces where appropriate, for automatic lighting control as required by the Energy Code.
8. Miscellaneous power distribution including general and special use receptacles.
9. Power systems design for building systems including HVAC, plumbing, and Owner-provided equipment. Food service electrical capacity only.
10. New electrical service to the pier for general use receptacles and pier lighting.
11. Power for four (4) camper/RV sites on the east side of the property.
12. Enlarged Plans, Details, Sections and Schedules.
13. Raceways, outlets, and power for IT (Ethernet), Telephone, Cable TV, sound/background music, CCTV, audio/visual, security and access control systems for the building only. Coordination with the Owner to determine device/equipment layout and power requirements. Cabling and equipment by others.
14. Enlarged Plans, Details and Schedules.
15. Energy Code Compliance Summary.
16. U.L. Penetration Details as required.

Plumbing scope of services:

1. Symbols, legends, abbreviations, and notes.
2. Plans (waste-vent, domestic water).
3. Grease interceptor.
4. Elevations and sections, as necessary.
5. Enlarged plans, elevations, and sections as necessary.
6. Details and schedules.
7. Riser diagrams.

Mr. Chip Hemingway, AIA  
 The Holden Beach Pier Revitalization Project  
 Holden Beach, NC  
 1 March 2023  
 Page 3

HVAC scope of services:

1. Symbols, legends, abbreviations, and notes.
2. HVAC equipment selection.
3. Plans (HVAC, refrigerant piping, condensate piping).
4. Elevations and sections, as necessary.
5. Enlarged plans, elevations, and sections as necessary.
6. Details and schedules.
7. Diagrams.

Fire Protection scope of services: Not included.

Limited Post Construction Document Phase Services:

1. Bid/Negotiation Phase:
  - a. General office consultation with the Architect as required.
  - b. Issue addenda as requested by the Architect.
2. Construction Administration Phase:
  - a. Submittal/Shop Drawing reviews and written approvals.
  - b. In office coordination with the Architect during construction including telephone consultation, interpretation of the documents and assist resolving issues. Respond to RFIs. Issue bulletin drawings as requested by the Architect.
  - c. Review and make recommendations for revisions and/or change orders.
  - d. Attend monthly virtual meetings when requested.
  - e. Rough-in and Final inspections with written report of findings. Additional construction observation visits during construction with written report of findings are not included in our lump sum fee but can be provided as requested at \$750 per visit which includes direct expenses.
3. Close Out Phase
  - a. Preparation of Record Drawings from contractor supplied mark-ups. Delivery of Record Drawings to the Architect on electronic media.

Other Post Construction Document Phase Services are not included in the lump sum fee but can be provided as requested on an hourly rate plus expenses basis.

**DELIVERABLES**

Progress and Permit/Construction documents delivered electronically at each design milestone (Design Development, 95% Documents for Review and Final Sealed Construction Documents). Additional intermediate progress submittals are considered extra services.

**CLARIFICATIONS / EXCEPTIONS**

1. In recognition of the relative risks and benefits of the Project to both the Client and CBHF Engineers, PLLC, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of CBHF Engineers, PLLC and its subconsultants to the

Mr. Chip Hemingway, AIA  
 The Holden Beach Pier Revitalization Project  
 Holden Beach, NC  
 1 March 2023  
 Page 4

Client and to all construction contractors and subcontractors on the Project for any and all claims, losses, costs, damages of any nature whatsoever and claim expenses from any cause or causes, so that the total aggregate liability of CBHF Engineers, PLLC and its subconsultants to all those named shall not exceed CBHF Engineers, PLLC total fee for services rendered on this Project. Such claims and clauses include, but are not limited to, negligence, professional errors or omissions, strict liability, and breach of contractor warranty.

2. If, despite the exercise by CBHF Engineers, PLLC of the requisite of standard of care, any required items or component of the Project is in error or omitted from the CBHF Construction Documents, the Engineer shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been required and included in the original Construction Documents. In no event will CBHF Engineers, PLLC be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the Project. Additional costs to add omitted items, such as demolition costs and cleanup costs, that would not have been required if the item had originally been included shall be negotiated between the Client and CBHF Engineers, PLLC.
3. If the Client does not engage CBHF Engineers, PLLC for all normal Construction Administration of this Project, the Client agrees to absolve CBHF Engineers, PLLC from any claim or suit whatsoever, including but not limited to all payments, expenses or costs involved, arising from or alleged to have risen from the construction of the Project, except for claims or suites by the sole negligence of CBHF Engineers, PLLC. The Client agrees to limit CBHF Engineers, PLLC liability to the Owner and to all construction contractors and subcontractors on the Project, due to CBHF Engineers, PLLC negligent acts, errors, and/or omissions such that the total aggregate liability of CBHF Engineers, PLLC to all those named shall not exceed CBHF Engineers, PLLC total professional fees under this Agreement.
4. The Client agrees that CBHF Engineers, PLLC has the right to suspend or terminate service if undisputed charges are not paid within 45 days of receipt of CBHF Engineers, PLLC invoice, and Client agrees to waive any claim against CBHF Engineers, PLLC, and to indemnify, defend, and hold CBHF Engineers, PLLC harmless from and against any claims arising from CBHF Engineers, PLLC suspension or termination due to Client's failure to provide timely payment. Client recognizes that any charges not paid within 30 days are subject to a late payment charge equivalent to 1.5 percent of the balance due for each additional month or fraction thereof that undisputed charges remain unpaid. Any charges held to be in dispute include reasonable attorney and court fees.

#### **ADDITIONAL SERVICES**

CBHF Engineers scope of work is detailed above. Any scope item not listed above is not included in this proposal. We would be pleased to provide a proposal for any necessary additional services as requested.

The services described below are not included in our fee and, if required, shall be considered additional services. These will be provided, at the Client's written request, at our standard hourly rates plus direct general expenses at 115% and travel expenses at the prevailing Federal rate, unless otherwise agreed in writing.

1. We have not included multiple design review iterations. We will make adjustments for design

Mr. Chip Hemingway, AIA  
 The Holden Beach Pier Revitalization Project  
 Holden Beach, NC  
 1 March 2023  
 Page 5

review comments at each stated submittal, but revisions to the Drawings, specifications or other documents where such revisions are required due to expansion of scope, project cost reductions and/or "value engineering", required by major design changes, late arriving information, extensive review comments and out of sequence Client-generated scope changes, or to reduce project scope and cost after the documents are substantially complete are additional services.

2. CBHF Engineers will complete the design of this project in AutoCAD. Revit is not included in this proposal.
3. Post Construction Document phase services are included to the extent described above.
4. Energy efficient design is included; however, design and documentation for LEED certification are not included.
5. Redesign due to contractor selecting equipment with different mechanical and/or electrical characteristics is not included in this proposal.
6. The following are not included in this Proposal: Cost estimating, services typically provided by audio-visual, security, computing or lighting consultants, life cycle cost analysis, special inspections, back-up generator, site lighting and gas piping exterior to the building.
7. Redesign services associated with Owner/Contractor generated changes and/or revisions, construction phase drawing revisions required by regulatory agencies or others resulting from Owner/Contractor changes and/or revisions, and unapproved revisions by others not initiated or approved by the Engineer are additional services.
8. Record drawings will be prepared by the Engineer from contractor marked prints indicating incidental modifications only. Preparation of record drawings resulting from undocumented and/or unapproved changes and/or revisions is additional services.
9. This proposal does not include redesign required by actual or perceived delayed equipment and materials deliveries / supply chain issues. We will review current supply chain delays with you early in design and attempt to accommodate them in our design, but If unforeseen events require changes to accommodate such issues additional fees may be required.

#### **BOWMAN MURRAY HEMINGWAY ARCHITECTS RESPONSIBILITIES**

1. Make relevant information available to CBHF Engineers, PLLC.
2. Provide base plan.
3. Provide food service equipment rough-in documentation.
4. Review, comment, and approve documents in a timely manner.
5. Be responsible for reproduction and delivery of all documentation.
6. Include CBHF Engineers, PLLC on the project sign.

#### **PROJECT SCHEDULE**

We will coordinate our design schedule with the overall project schedule.



Mr. Chip Hemingway, AIA  
The Holden Beach Pier Revitalization Project  
Holden Beach, NC  
1 March 2023  
Page 6

**FEE**

CBHF Engineers, PLLC will perform the services described above for a Lump Sum Fee of:

	Base Fee	Food Service Upfit (Estimate for budgeting only)
Design Development	\$ 4,750.00	
Construction Documents	\$ 9,500.00	
Bidding	\$ 950 .00	
Construction Administration	\$ 3,800.00	
<b>Total Base Lump Sum Fees</b>	<b>\$19,000.00</b>	<b>\$10,000.00</b>

We will invoice for our services as design milestones are completed and delivered to you. Payment of invoices will be due within thirty (30) days from the date of the invoice.

**LETTER OF ACCEPTANCE**

This proposal will remain open for acceptance for a period of sixty (60) days from the above date. If the information herein meets with your approval, please sign where indicated below and return a copy of this letter as our authorization to proceed. Notwithstanding the foregoing sentence, if you or members of your firm engage our firm in engineering design services for the referenced project, either verbally or by actions, which imply acceptance of this proposal such as providing us drawings, requesting engineering information, etc., without returning a signed copy of this proposal, acceptance of all conditions of this proposal will be implied.

We look forward to working with you on this project and appreciate this opportunity. If you have any questions or need additional information, please feel free to call us.

Sincerely,

**CBHF ENGINEERS, PLLC**



David M. Hahn, PE

Accepted by:

**BOWMAN MURRAY HEMINGWAY ARCHITECTS**

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_



## **Proposal for Professional Engineering Services Holden Beach Pier Revitalization - Holden Beach, NC**

March 7, 2023

CSD Engineering is pleased to present the following "Proposal for Professional Engineering Services" for the civil related design and permitting assistance associated with the Holden Beach Pier Revitalization project in Holden Beach, NC. This proposal was prepared based upon a request from Chip Hemingway, AIA of BMH Architects and a project description & concept drawings provided with that request.

### **Scope of Work**

The following items must be completed, furnished, and/or verified to CSD Engineering prior to commencement of the work:

- all boundary and topographic/locations & site inventory field work performed by a PLS
- Sketch layout and building footprint (and other facility site requirements) from Architect and/or designer
- locations of all wetlands flagged by a certified wetland consultant & located by a PLS
- locations of CAMA/AEC boundaries flagged by an environmental consultant & located by a PLS

Upon receipt of the above data in Autocad format (any release) and proposal acceptance, CSD Engineering can perform the work mentioned in the items below. The scope of work is limited to only items specifically mentioned below and, in general, is limited to only one (1) preparation (design, calculation, submittal, etc...), not multiple iterations of preparations. Additional designs, calculations, and submittals prepared in performing value engineering or modifications performed at the request of the owner due to change of site configuration, unforeseen constraints, or otherwise, will be performed at an additional fee:

### **1. Parking Lot Resurfacing and ADA Accessibility Design Assistance - \$10,000**

- a. Coordinate with architect on parking lot design and layout
- b. Prepare ADA access design layout and grading
- c. Prepare parking lot improvement siteplan
- d. Prepare details sheet to include ADA ramp(s), striping, signage, sidewalks, utility open cut details, and parking lot resurfacing sections, parking lot striping, traffic flow arrows, etc...
- e. Prepare bid and construction drawing set submittals

**2. Sanitary Sewer Plan - \$6,500**

- a. Sanitary sewer collection system design (gravity only)
- b. Prepare sewer profile drawings
- c. Coordination with plumbing engineer
- d. Sanitary sewer details preparation
- e. Sanitary sewer specifications preparation
- f. Coordinate & gain approvals from Town of Holden Beach
- g. Town of Holden Beach package submittal
- h. Fast-track application submittal to NCDEQ

**3. Construction Administration - As needed / performed at current hourly rates**

**CSD Engineering's Current Hourly Rates are as follows:**

Principal	\$185.00/hr
Senior Project Manager	\$150.00/hr
Project Manager	\$135.00/hr
Senior Project Engineer	\$135.00/hr
Project Engineer	\$125.00/hr
Civil Designer	\$115.00/hr
Engineering Technician II	\$105.00/hr
Engineering Technician I	\$95.00/hr
CADD Technician/Drafter	\$85.00/hr
Administrative Services	\$60.00/hr

**Exclusions:** The following items (as well as others not mentioned) are not included in the scope of work, but can be provided by CSD Engineering at an additional fee per the request of the Owner:

- Additional consulting & items not specifically mentioned in this proposal
- Permit application fees
- Mileage reimbursement for site visits and inspections
- Plan & calculation reproduction costs
- Surveying
- Traffic Impact Analysis report
- Precise landscaping plan prepared by an RLA
- Preparation of bid package & contract administration
- hydrant flow tests
- Geotechnical evaluation and report of SHWT depth and infiltration rate of onsite soils
- Wetlands determinations, delineation flagging, and permitting
- Structural designs (retaining walls, bulkheads, buildings, etc...)
- NPDES compliance inspections & reports during construction
- Street lighting design
- Design of other onsite utilities (irrigation, electrical, gas, cable, other conduit)
- Electrical design for sewer pump station
- Shoring plan to support NCDOT Encroachment
- Stormwater management design and permitting (NCDEQ and Town of Holden Beach)
- NCDEMLR Erosion Control design and permitting
- Domestic and fire service water water design and permitting
- Town of Holden Beach site plan approval
- DCM / CAMA design and permitting
- Forced sewer and sewer pump station design and permitting

### **Cost of Engineering Services Summary**

CSD Engineering estimates the cost of the **Engineering Services** to be **\$16,500 plus construction administration work performed at hourly rates.**

## Terms and Conditions

The following Terms and Conditions are in addition and supplementary to the foregoing proposal. Please read the following carefully, as the rights between you and CSD Engineering are laid out herein. You are referred to throughout as "the contracting party":

1. This Contract is between the named parties hereto and cannot be assigned without the express written consent of CSD Engineering.
2. This Contract is interpreted under North Carolina Law, and should litigation arise out of this contract or any of the work to be done under it, the only forum available shall be New Hanover County District or Superior Court. The contracting party hereby waives any right to bring an action against CSD Engineering in any other venue and shall not seek a change of venue in the event CSD Engineering brings an action against the contracting party.
3. Performance of CSD Engineering shall entitle it to payment by the contracting party, irrespective of any payments by any third party to the contracting party. Payment shall be made within 30 days of the invoice date, except that final payment shall be submitted within 15 days of final invoice. **The contracting party may not condition payment to CSD Engineering on payment by any third party to the contracting party.** If payment is not received within 30 days of invoicing, the outstanding balance shall be subject to a 1.5 interest fee per month from the date of invoice, until paid. Further, should legal action be necessary to collect any unpaid balances, the contracting party agrees to pay all expenses associated with the collection, including a reasonable attorney fee.
4. CSD Engineering is not obligated to perform under this contract until the contracting party's credit has been checked and is acceptable to CSD Engineering in its sole discretion.
5. CSD Engineering shall be provided with suitable access to the work site, during regular business hours and in accordance with industry custom. CSD Engineering shall not disrupt the normal operation of the work site, unless three days advance notice is given by CSD Engineering to the contracting party.
6. Unless a specific time limit is required by the foregoing proposal, CSD Engineering shall undertake all work in its reasonable and normal course of business. CSD Engineering is not liable for any unreasonable failure to undertake work or for any unreasonable delay in beginning such work, so long as the failure or delay is beyond CSD Engineering's control. Such causes beyond CSD Engineering control include, but are not limited to, weather caused delays, acts of God, strikes, accidents or other mishaps, affecting this job or others which CSD Engineering is involved.
7. CSD Engineering shall not be liable, and contracting party agrees to fully indemnify CSD Engineering, for any damage to utilities or other facilities unless they are clearly shown on a survey provided to CSD Engineering or clearly flagged or marked upon CSD Engineering's visits to the work site and CSD Engineering is, without any reasonable doubt, responsible for such damage.
8. This contract includes only the work specifically stated in the foregoing proposal. This document is the full agreement between CSD Engineering and the contracting party. Any deviations from this contract and incidental work, or reductions in work, shall be set forth in writing and signed by CSD Engineering's manager, Howard Resnik, or they will not be enforceable against CSD Engineering.
9. The contracting party shall not sign any lien waiver with respect to, or subrogation agreement, any third party without the express written consent of CSD Engineering. In the event the contracting party does sign a lien waiver or subrogation agreement, without the consent of CSD Engineering, the principal(s) of the contracting party shall become personally, individually, jointly and severally liable to CSD Engineering for any unpaid balances under this contract. The contracting party shall not take any action to prejudice CSD Engineering's lien rights in the property benefited by the services contracted for in this agreement without written consent from CSD Engineering.

10. The contracting party shall be liable to CSD Engineering for any and all delay damages caused by any contracting party, any subcontractor or the owner of the project. Such damages shall include, but is not limited to, any lost business opportunity. Further, the contracting party shall indemnify CSD Engineering from liability to any entity not a party to this contract, arising out of the work contracted for.

11. Omitted.

12. If any portion of these Terms and Conditions, or any other part of this contract is deemed unenforceable, then that section, or sections, deemed unenforceable shall be severed from the contract and the remaining sections shall be unaffected.

Please sign below if you accept the terms and conditions laid out in the foregoing proposal and the attached Terms and Conditions.

This the \_\_\_ day of \_\_\_\_\_, 20 \_\_\_.

NAME OF CONTRACTING PARTY CSD ENGINEERING



\_\_\_\_\_  
Name, Title

\_\_\_\_\_  
Howard Resnik, Principal

Billing Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Contact Telephone: \_\_\_\_\_

**PERSONAL GUARANTEE**

\_\_\_ If this space is checked, then CSD Engineering requires the personal guarantee of all payment under this contract by \_\_\_\_\_. By signing below, \_\_\_\_\_ agrees to be personally liable for all amounts due under this contract to CSD Engineering. The signatory acknowledges the consideration for this guarantee is that CSD Engineering would not otherwise enter into this contract.

\_\_\_\_\_  
Name (Individually) (SEAL)

**RESOLUTION 23-07**  
**RESOLUTION AMENDING THE HOLDEN BEACH FEE SCHEDULE**

**WHEREAS**, the Board of Commissioners of the Town of Holden Beach amended the Holden Beach Fee Schedule to update the Town's building fees by adopting Resolution 23-06 on March 14, 2023; and

**WHEREAS**, there is a desire to amend the effective date of the newly approved building fees.

**NOW THEREFORE BE IT RESOLVED**, that the Board of Commissioners of the Town of Holden Beach, North Carolina hereby amends the effective date for the the building fees approved by Resolution 23-06 (Attachment A) to July 1, 2023.

This the 27<sup>th</sup> day of March, 2023.

\_\_\_\_\_  
J. Alan Holden, Mayor

ATTEST:

\_\_\_\_\_  
Heather Finnell, Town Clerk

# Attachment A

## RESOLUTION 23-06 RESOLUTION AMENDING THE HOLDEN BEACH FEE SCHEDULE

**WHEREAS** the Town of Holden Beach's building fees need updating to better align construction costs with fair market values; and

**WHEREAS**, the Town has not kept the fees in-line with the county and neighboring municipalities or ICC standards; and

**WHEREAS**, the proposed increase in calculated fees and associated costs are necessary for the proper implementation of our NFIP program and CRS evaluations allowing the Town to implement its current resiliency program; and

**WHEREAS**, the current fees are used to provide accuracy and fairness to the permitting process within the Town of Holden Beach; and

**WHEREAS**, the Holden Beach Fee Schedule needs to be updated to reflect the proposed fees (Attachment A).

**NOW THEREFORE BE IT RESOLVED**, that the Board of Commissioners of the Town of Holden Beach, North Carolina hereby amends the fee schedule to reflect the new fees.

This the 14<sup>th</sup> day of March, 2023.



## BUILDING PERMIT FEES

<b><i>Residential Construction</i></b>	
Mechanical Permit	Proposed \$100    \$75.00 rough-in \$100    \$75.00-final \$100    \$75.00 per unit on change-outs
Plumbing Permit	\$100    \$75.00 slab \$100    \$75.00 rough-in \$100    \$75.00 final
Electrical Permit	\$100    \$75.00 t-pole \$100    \$75.00 rough-in \$100    \$75.00 final
Building Permit (Residential Construction)	.009 x the construction cost (20% of ICC rate)
Enclosed Heated Area	\$160    \$125.00 per sf
Enclosed Unheated Area	\$50    \$35.00 per sf
Covered Unheated Area	\$50    \$35.00 per sf
Uncovered Decks, Docks, Piers, Walkways etc.	\$25.00 per sf
Covered Area under Elevated Home (not enclosed)	\$7.00 per sf
Minimum Permit Fee	\$100    \$65.00
Re-inspection Fee	\$75 per trade    \$50.00
Additional Trip Fee	\$0    \$75.00
After Hours Inspection	\$150.00
Contractor Change	\$50
Subcontractor Change	\$50
Temporary Certificate of Occupancy	\$100
Temporary CO extension	\$150 - \$2,000
<b><i>Commercial Construction</i></b>	
Mechanical Permit	\$100    \$80.00 per inspection
Plumbing Permit	\$100    \$80.00 per inspection
Electrical Permit	\$100    \$80.00 per inspection
Building Permit (Commercial Construction)	.009 x the construction cost (20% of ICC rate)
0 to 1000 square feet	\$ 185.00 per sf
>1000 to 2000 square feet	\$ 175.00 per sf

>2000 square feet	\$ 165.00 per sf
Minimum Permit Fee	\$100 \$80.00
Re-inspection Fee	\$80.00
Additional Trip Fee	\$0 \$80.00
After Hours Inspection	\$175.00
Contractor Change	\$50
Subcontractor Change	\$50
Temporary Certificate of Occupancy	\$100
Temporary CO extension	\$150 - \$2,000

<b><u>Other fees</u></b>	
Bulkhead Permit	\$ 1.50 per linear foot min. \$ 65.00
CAMA Permit	\$100
Floodplain permit	\$50
Administrative surcharge	\$25 \$15.00
Homeowners Protection Fund (Collected on all new homes)	\$10.00
Sidewalk Deposit	\$2,000 \$500.00
House Moving Permit	
Moved With-in Jurisdiction	\$500.00
Moved Outside Jurisdiction	\$75.00
Security Deposit	\$1000.00
Bridge Fee	\$100.00
Demolition Permit Fee	\$150 \$75.00
Demolition Deposit	\$200.00

**DEVELOPMENT SUBMITTAL FEES**

*For Zoning/Subdivision/Site Activity*

Zoning Permit	\$50.00
Zoning Permit – Re-Review Fee	\$20.00
Group Activity Permit	\$100.00
Appeal to Board of Adjustment	\$175.00
Variance Request	\$175.00
Special Use Permit	\$175.00
Amendment to Zoning Text	\$250.00