



Town of Shallotte

ACTION AGENDA ITEM

2026

TO: Board of Alderman

FROM: Mimi Gaither, Town Manager
EXT. #

ACTION ITEM #:

MEETING DATE: 9.1.26

DATE SUBMITTED: 8.27.26

ISSUE/ACTION REQUESTED: Approval of additional svc from McGill on Price Landing **PUBLIC HEARING:** ☐ YES ☒ NO

BACKGROUND/PURPOSE OF REQUEST: McGill Engineering has sent us a bill for additional service for Price Landing since the project has gone over the contracted allotted time. The Board would need to approve the additions to their contract.

FISCAL IMPACT:

BUDGET AMENDMENT REQUIRED:

☐ YES ☒ NO

CAPITAL PROJECT ORDINANCE REQUIRED:

☐ YES ☒ NO

PRE-AUDIT CERTIFICATION REQUIRED:

☐ YES ☒ NO

REVIEWED BY DIRECTOR OF FISCAL OPERATIONS

☐ YES ☒ NO

CONTRACTS/AGREEMENTS:

REVIEWED BY TOWN ATTORNEY:

☐ YES ☒ NO ☐ N/A

ADVISORY BOARD RECOMMENDATION: N/A

TOWN MANAGER'S RECOMMENDATION: Since the contract period has been extended, and McGill has continued to provide services, I would recommend approval. - MOG

FINANCE RECOMMENDATION: N/A

ATTACHMENTS:

1.

ACTION OF THE BOARD OF ALDERMEN

APPROVED: ☐

ATTEST:

CLERK TO THE BOARD

DENIED: ☐

**DEFERRED
UNTIL:**

SIGNATURE

OTHER:

SCOPE OF ADDITIONAL SERVICES

McGill Associates (Engineer) will provide the Town of Shallotte (Owner) with additional consulting services related to the agreement dated July 7, 2022, for Price Landing Park. The additional services cover continued Construction Administration of the project.

BASIS OF COMPENSATION

The Owner shall pay the Engineer an **Hourly Fee of \$34,163.60** for additional services provided for actual hours and expenses from January 1, 2026, through July 31, 2026. The original Construction Administration services from the contract dated July 8, 2022, provided for two (2) field observations per week for an anticipated construction schedule of six (6) months. When the original contract time and lump sum fee were expended, an additional hourly not-to-exceed \$27,870 Construction Administration Services agreement was approved November 10, 2025, with the assumption that the construction would be completed by the end of the calendar year 2025. That hourly not-to-exceed agreement was invoiced completely. Construction Administration services have continued, at the Town's request, beyond the original completion date of March 2, 2025, and with the assumption that the project would closeout in December 2025. A copy of the original contract and the amendment for additional Construction Administration Services are attached for reference. Since January 1, 2026, Construction Administration Services have continued and include but are not limited to the following:

- Contractor pay application reviews
- Contractor change order reviews
- Contractor submittal reviews
- Site inspections with Brunswick County inspector
- Site visits to develop punch list
- Punch list reviews with Owner and Contractor
- As-built plan reviews
- Contractor outstanding items list preparation for Owner
- Site visits with Owner and Surety Engineer
- North parking lot cost estimate
- Cost estimate for contractor cost comparisons
- Credit valuation summary for work change directive
- Punch list response inspections
- Project close out and credit document preparation
- Review and evaluate Contractor's response to project close out and credit documents.
- Meetings and discussions with Owner, Attorney and Contractor regarding project close out and credit documents

The Owner shall pay the Engineer an **Hourly Fee** for additional services during the period of August 1, 2026, through September 30, 2026. Engineer anticipates that fee to be approximately \$6,000. based upon duties performed since the beginning of August and tasks anticipated through September 30, 2026. Those duties include but may not be limited to:

- Project close out and credit document preparation
- Review and evaluate Contractor's response to project close out and credit documents.
- Meetings and discussions with Owner, Attorney and Contractor regarding project close out and credit documents

SHORT FORM OF AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of June 30, 2022 ("Effective Date") between

Town of Shallotte ("Owner")

and McGill Associates, PA ("Engineer")

Engineer agrees to provide the services described below to Owner for Design, Permitting, Bidding & Construction Services-Price Landing at Mulberry Park-Phase 1 ("Project").

Description of Engineer's Services: See attached Scope of Services

Owner and Engineer further agree as follows:

1.01 Basic Agreement

A. Engineer shall provide, or cause to be provided, the services set forth in this Agreement, and Owner shall pay Engineer for such Services as set forth in Paragraph 9.01.

2.01 Payment Procedures

A. *Preparation of Invoices.* Engineer will prepare a monthly invoice in accordance with Engineer's standard invoicing practices and submit the invoice to Owner.

B. *Payment of Invoices.* Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, Engineer may, without liability, after giving seven days written notice to Owner, suspend services under this Agreement until Engineer has been paid in full all amounts due for services, expenses, and other related charges. Payments will be credited first to interest and then to principal.

3.01 Additional Services

A. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above.

B. Owner shall pay Engineer for such additional services as follows: For additional services of Engineer's employees engaged directly on the Project an amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times standard hourly rates for each applicable billing class; plus reimbursable expenses and Engineer's consultants' charges, if any.

4.01 Termination

A. The obligation to provide further services under this Agreement may be terminated:

1. For cause,

a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party.

b. By Engineer:

1) upon seven days written notice if Engineer believes that Engineer is being requested by Owner to furnish or perform services contrary to Engineer's responsibilities as a licensed professional;

G. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to \$50,000 or the total amount of compensation received by Engineer, whichever is greater.

H. The parties acknowledge that Engineer's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste, and radioactive materials). If Engineer or any other party encounters a Hazardous Environmental Condition, Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (i) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the Site is in full compliance with applicable Laws and Regulations.

8.01 Total Agreement

A. This Agreement (consisting of pages 1 to 4 inclusive together with any expressly incorporated appendix), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

SCOPE OF SERVICES

McGill Associates (McGill) will provide the Town of Shallotte (Client) consulting services related to the design, permitting, bidding, and construction phase services for Phase I of the Price Landing at Mulberry Park project. We understand the project consists of the features proposed in the Phase I PARTF plan. The following Scope of Basic Services are proposed to support this effort:

Design and Permitting

1. Meet with Client to initiate communications with all key project contacts, review schedules, discuss necessary submittals and approvals, and gather any relevant data and information that may inform the process as understood since receipt of PARTF grant funding.
2. Obtain soils and seasonal high-water table data and perform site wetland delineations. Reference attached Exhibit A: Sub-consultant Scope of Services by McGill's environmental sub-consultant, Davey Resource Group (formerly Land Management Group) of Wilmington.
3. Perform existing conditions and topographical surveying of the project area. Provide supplemental services per request for parcel recombination mapping. Reference attached Exhibit A: Sub-consultant Scope of Services by McGill's surveying sub-consultant, Coastal Geomatics, of Shallotte.
4. Obtain site specific geotechnical information to guide designs and specifications of pavement sections and restroom and kayak launch foundations. Reference attached Exhibit A: Sub-Consultant Scope of Services by McGill's geotechnical sub-consultant, ECS, of Wilmington.
5. Conduct field investigations to review existing conditions relative to the overall master plan and more specifically the Phase I amenity additions, identifying key site design needs to satisfy project objectives.
6. Compile the data from the previously approved master plan and survey obtained above to develop a base plan layout and resolve any dimensional discrepancies, as necessary.
7. Prepare a formal site development plan, consistent with the Town of Shallotte ordinance requirements and complete associated submittals for permitting. It is assumed that no local road or drainage improvements are required offsite.
8. Prepare a code compliant landscape plan intended to meet Shallotte zoning requirements. Provide tap location and guidance for construction contractor's irrigation specialist as part of plan notes and details. Design of supplemental landscaping, irrigation planning, plantings, decorative pavements, retaining walls, planter boxes, benches, fountains, sculptures, and other park amenities and features related to site beautification are not included in this proposal for engineering design purposes, but will be provided in bid documents in accordance with Client selections for such uses. McGill will consult with Client through this process to aid in amenity selections.
9. Site and Landscape Plans will be provided in CAD format to Brunswick Electric Membership Corporation (BEMC) on behalf of Client for use in Lighting Plan preparation by BEMC. McGill will assist Client in coordination with BEMC regarding lighting fixture

Bid Services

1. Assist Client with project advertisements and bidding, ensuring compliance with funding agency requirements. Project bid advertisement will also be placed on McGill's corporate website, which links to QuestCDN.com, generating notifications to various contractor bidding sources.
2. Oversee a pre-bid conference by preparing the agenda, conducting the meeting, and preparing and distributing minutes.
3. Respond to bidder inquiries concerning the technical aspects of the project.
4. Attend the project bid opening, prepare necessary agenda, tabulate contractor bids, review bids for accuracy, review bid documents for eligibility and completeness, and make recommendations of bid award.
5. Assist Client in preparation of contract documents for execution.
6. Notify the successful bidder and schedule a pre-construction meeting.
7. One bid cycle is included in this proposal. McGill will offer additional services to help with additional project bidding if required.
8. Reference attached Exhibit A: Sub-Consultant Scope of Services by McGill's sub-consultants for additional support provided during the bidding process.

Construction Administration

1. Schedule and conduct a pre-construction meeting with Client/Public Utilities Representative, Contractor, and construction materials testing firm for project construction phase kick-off.
2. Provide a Construction Field Representative to observe the progress and quality of the executed work and determine in general if the work is proceeding in accordance with the Contract Documents. McGill will provide two (2) field observations per week for an anticipated construction schedule of six (6) months.
3. Make recommendations to Client on all claims by parties to the contract related to the execution, performance and progress of the work and all other matters and questions related thereto, for final decision by Client.
4. Review and approve shop and working drawings provided by the Contractor.
5. Aid in responding to Contractor Requests for Information during the construction phase of the project.
6. Review Contractor Change Order requests and make recommendation to Client regarding acceptance.
7. Review and approve Contractor Pay Applications in accordance with the Contract Documents.
8. Advise Client relative to the PARTF Grant Administration processes.
9. Schedule and conduct initial closeout walk-through with Client, Contractor, and necessary permit authorities to develop final punch list.
10. Schedule and conduct final closeout walk-through with Client, Contractor, and necessary permit authorities to verify completion of punch list items.
11. Prior to approval of final contract payment, punch list closure and final acceptance will be confirmed.

BASIS FOR COMPENSATION

Based on our understanding of the project, we propose to provide the Scope of Basic Services detailed in this proposal for a **Lump Sum Fee of \$210,077**. Agency application fees and standard project advertising costs shall be paid by Client or are offered as a reimbursable expense if preferred when submittals requiring such are completed. The proposed fee is comprised of the following project phase allocations and inclusive of all other reimbursable expenditures.

Design and Permitting

○ McGill	\$ 83,789
○ Sub-Consultants	
• Structural Engineering	\$ 7,480
• Geotechnical Engineering	\$ 4,895
• Environmental	\$ 9,515
• Surveying	\$ 15,598
• Architect (Restroom Facility)	\$ 9,818
○ PME Engineering	\$ 6,490
○ Structural Engineering	\$ 7,370
Total (Design/Permitting)	\$144,955

Bid Services

○ McGill	\$ 8,740
○ Sub-Consultants	
• Structural Engineering	\$ 1,375
• Architect (Restroom Facility)	\$ 1,458
○ PME Engineering	\$ 825
○ Structural Engineering	\$ 605
Total (Bid Services)	\$ 13,003

Construction Administration

○ McGill	\$ 35,564
○ Sub-Consultants	
• Structural Engineering	\$ 6,380
• Architect (Restroom Facility)	\$ 1,650
○ PME Engineering	\$ 2,310
○ Structural Engineering	\$ 6,215
Total (Construction Administration)	\$ 52,119

McGill's construction site visits are based on an estimated six-month construction window. Amendments may be proposed based on mutual agreement.

Exhibit A: Sub-Consultant Scope of Services

Davey Resource Group, Inc.

3805 Wrightsville Avenue, Suite 15, Wilmington, NC 28403

Field Delineation of Section 404 Wetlands and Coastal Wetlands

Davey Resource Group (DRG) will assemble preliminary site information and perform an initial desktop reconnaissance of the property (using aerial imagery, soils, and LiDAR map resources). DRG will then perform field delineation work and field marking of wetlands and Waters of the United States (U.S.) as regulated by the U.S. Army Corps of Engineers (Corps) under Section 404 of the Clean Water Act. The field work will include evaluations of the three parameters (soils, hydrology, and vegetation) that are used to identify the presence of wetlands in accordance with the 1987 Corps Wetland Delineation Manual and its supporting Coastal Plain Supplement.

- DRG will also delineate (field mark) the boundary of coastal wetlands (as regulated by the NC Division of Coastal Management).
- The deliverable will include a preliminary wetland sketch depicting the approximate location and extent of the three resource boundaries. The sketch is intended for use by the Client and its engineer/surveyor for preliminary planning purposes until such time the lines have been reviewed and verified by the appropriate regulatory agency (i.e., the Corps and NCDCM).

Seasonal High-Water Table and Infiltration Testing

- DRG will advance seven (7) hand auger borings at the site to estimate the Seasonal High-Water Table (SHWT). Two (2) borings will be performed in the proposed stormwater pond area and five (5) borings will be performed in the proposed permeable paver parking lot area. DRG will conduct infiltration testing located beside the SHWT borings at the required depths, in accordance with NCDEQ Stormwater Design Manual, section A-2. Once field testing is completed, DRG will provide a report summarizing the exploration and results.

Corps of Engineers Data Package and Agency Site Meeting(s) (if and as needed)

- Preparation and submittal of the requisite maps and data forms for the Corps of Engineers data package. In addition, DRG will coordinate with and meet the Corps PM and the NC DCM representative on the site (if needed) to receive concurrence on the delineated resource boundaries.

Ardurra Group North Carolina

3809 Peachtree Avenue, Suite 102, Wilmington, NC 28403

Structural Design Phase Services

- Provide design for the proposed fixed timber access pier, with capacity for possible future integration with the remaining covered observation platform.
- Provide technical delegated design specifications for the aluminum gangway, timber floating dock and the kayak launch.
- Provide plan, sections, and details.
- Attend up to two (2) virtual meetings with McGill.

advanced. We understand that the site is currently wooded; therefore, for the purposes of this proposal, we have assumed that a track-mounted CPT drill rig will be needed to access the sounding locations.

- ECS proposes to perform three (3) hand auger borings with Kessler DCPs in the proposed parking lot. The hand augers will be attempted to a depth of four feet beneath the ground surface. The results for the Kessler DCPs can provide a field California Bearing Ratio (CBR) value to aid in pavement design.

Field Exploration

- Field locate the test locations by handheld GPS and referencing existing site features and available plans.
- Mobilize a CPT drill rig to the site.
- Perform one (1) CPT sounding to a depth of 20 feet below existing grades or refusal, whichever occurs first, within the area of the proposed restroom building.
- Perform one (1) CPT sounding to a depth of 30 feet below existing grades or refusal, whichever occurs first, within the area of the proposed canoe/kayak launch.
- Perform three (3) hand auger borings with Kessler DCP tests in the proposed parking lot area.
- Measure depth of groundwater at each sounding and boring at the time of exploration.

Report

Upon completion of testing and engineering analysis, we will prepare a written engineering report that presents our findings and recommendations. The engineering report will include the following items:

- Observations from our site reconnaissance including current site conditions, surface drainage features, and surface topographic conditions.
- A review of the published geologic conditions and their relevance to your planned development.
- Foundation recommendations including allowable bearing pressures and settlement estimates. If soils are inadequate for shallow foundations, alternative foundation design options will be provided.
- Deep foundation recommendations for canoe/kayak launch area.
- Recommendations to aid in pavement design.
- Recommendations for general site and subgrade preparation for building and pavement areas.
- Provide slab on grade and recommendations and a sub-grade modulus.
- A subsurface characterization and a description of the field exploration procedures. Ground water concerns relative to the planned construction, if any, will be summarized.
- Final logs of the CPT soundings, hand auger borings, and records of the field exploration prepared in accordance with the standard practice for geotechnical engineering. An exploration location plan will be included.
- Evaluate the reusability of on-site soils for reuse as structural fill.
- Discuss the ground water impact for the site.
- Provide compaction requirements for engineered fill.



Shaping Communities Together

STANDARD HOURLY RATE AND FEE SCHEDULE

July 2025

PROFESSIONAL FEES	I	II	III	IV
Senior Principal	\$335			
Principal – Regional Manager – Director	\$280	\$290	\$310	\$325
Practice Area Lead	\$245	\$275	\$300	\$310
Senior Project Manager	\$245	\$270	\$295	\$305
Senior Engineer	\$245	\$270	\$295	\$305
Project Manager	\$215	\$235	\$250	\$260
Senior Project Engineer	\$215	\$235	\$250	\$260
Project Engineer	\$175	\$190	\$200	\$210
Engineering Associate	\$150	\$160	\$165	\$170
Planner- Consultant – Designer	\$150	\$170	\$190	\$210
Engineering Technician	\$135	\$150	\$165	\$175
CAD Operator – GIS Analyst	\$115	\$125	\$140	\$150
Construction Services Manager	\$200	\$210	\$215	\$235
Construction Administrator	\$150	\$165	\$175	\$190
Construction Field Representative	\$125	\$135	\$150	\$160
Project Administrator	\$115	\$135	\$140	\$160
Funding-Financial Service-Manager	\$230	\$245	\$255	\$265
Grant Administrator	\$140	\$160	\$170	\$180
Environmental Specialist	\$120	\$130	\$135	\$140
Administrative Assistant	\$95	\$105	\$115	\$130
Survey Party Chief	\$115	\$130	\$145	\$165
Survey Field Technician	\$100	\$105	\$110	\$115

EXPENSES

- Mileage - \$.75/mile
- Flow Monitoring Equipment: Pressure Flow Meter - \$400/wk.; Gravity Flow Meter - \$1,000/deployment
- Robotics/GPS Equipment - \$35/hr.
- Aquatic Surveying Equipment – Vessel - \$250/day
- Telephone, reproduction, postage, lodging, and other incidentals shall be a direct charge per receipt.

ASSOCIATED SERVICES

- Associated services required by the project such as soil analysis, materials testing, etc., shall be at cost plus fifteen (15) percent.



Shaping Communities Together

SCOPE OF ADDITIONAL SERVICES

McGill Associates (Engineer) will provide the Town of Shallotte (Owner) with additional consulting services related to the agreement dated July 7, 2022, for Price Landing Park. The additional services are for continued Construction Administration of the project.

BASIS OF COMPENSATION

The Owner shall pay the Engineer an Hourly Fee, Not-to-Exceed \$27,870 for the above additional services beginning October 1, 2025, per the attached Standard Hourly Rate and Fee Schedule. This projected not-to-exceed estimate is based on the assumption of project closeout by the end of calendar year 2025, and that team member needs will be similar to those over the past 3 months.

OWNER:

By: Walter Eccard

Title: Mayer

Date Signed: 11/10/25

ENGINEER:

By: [Signature]

Title: Principal/Shallotte Office Manager

Date Signed: October 21, 2025

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

[Signature]
Finance Officer