



COASTAL PROTECTION ENGINEERING OF NORTH CAROLINA, INC
4038 MASONBORO LOOP ROAD
WILMINGTON, NC 28409
910-399-1905

May 6, 2025

Cliff Ogburn
Town Manager
Town of Southern Shores
5375 N. Virginia Dare Trail
Southern Shores, NC 27949

Re: Proposal: Pre-Permitting Coordination and Native Beach Sediment Analysis, Town of Southern Shores

Dear Mr. Ogburn:

Coastal Protection Engineering of North Carolina, Inc. (CPE) is pleased to provide this proposal for professional services to the Town of Southern Shores (TOWN). The proposed services are associated with initial coordination for the permitting of the 2027 Dare County 4-Towns Renourishment project. Task 1, includes services associated with Pre-Permitting Coordination, while Task 2 is associated with recharacterizing the beaches within the Southern Shores Project area in terms of grain size. Each task is described in detail in the following sections.

TASK 1 – PRE-PERMITTING COORDINATION

In order to maintain a schedule that will allow the proposed beach nourishment project to be constructed in the Summer of 2027, CPE proposes to initiate pre-permitting coordination with regulatory and resource agencies. This coordination may include discussions with the 4-Towns about various options, internal discussions with CPE staff about various approaches and project specifics, and initial regulatory and resource agency coordination.

As part of Task 1, CPE will coordinate with the 4-Towns as well as State and Federal regulatory and resource agencies to convene an interagency scoping meeting to present the fundamental aspects of the proposed 2026/2027 4 Towns Beach Nourishment Project. In preparation for this meeting, CPE, in consultation with the 4-Towns, will develop a project narrative that will provide overall project history and context and outline the scope of the proposed project. These details will include estimates of volume, length of the various beach fill segments, and proposed borrow sites. The narrative will also present a proposed method for permitting the projects. The narrative will be provided to meeting participants no less than one week prior to the meeting. Representatives from the relevant federal and state regulatory and resource agencies will be invited to the meeting along with representatives from each of the four towns and the County.

During the meeting, CPE will present the scope of the project based on the available information at the time of the meeting. This information will include the preliminary anticipated volume of material that will



be placed along each town's oceanfront shoreline, the location of the borrow area(s), preliminary geotechnical data, anticipated impacts to natural and cultural resources, the proposed permitting approach, and other elements of the project. CPE will engage agency representatives to provide feedback and concerns during the meeting. Following the meeting, CPE will prepare meeting minutes. These meeting minutes will then be distributed to all meeting participants.

CPE expects that the work associated with Task 1 will span over the course of approximately 6 to 8 weeks. During that time, CPE will submit a more comprehensive proposal to the TOWN that will cover the additional services to obtain permits and to conduct the engineering analysis associated with the 2027 project. Task 1 of this proposal is intended to facilitate initial coordination while the scope of this more comprehensive proposal is being developed. Once the more comprehensive proposal is approved, CPE will operate under the new proposal. Given the uncertainty of when the new proposal will be approved, and the need to continue coordination on this time sensitive process, ***CPE will complete Task 1 on a Time & Materials basis, not to exceed \$3,335.00***, in accordance with the rate sheet included in Exhibit A.

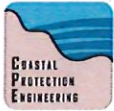
TASK 2 – NATIVE BEACH SEDIMENT ANALYSIS

Prior to the initial 2022 project, CPE conducted extensive sampling and analysis to determine sediment characteristics of the beach where the beach nourishment project was proposed. The data generated from that initial sampling was used in the permitting and design of the first project. While historic data can be used to determine compatibility in accordance with the Technical Standards for Beach Fill Projects in North Carolina (15A NCAC 07H .0312), over repeated beach nourishment events, the sediment characteristics of the recipient beach can change.

In order to update the available data for the native beach sediment characteristics, CPE will collect 13 samples along six (6) profiles within the proposed 2027 project area. Specifically, samples will be collected along profiles at baseline stations -197+12, -170+56, -130+00, -90+00, -50+00, and -20+00. These are the same transects that were sampled prior to the 2022 beach nourishment project. Sample distribution along the profiles will include six (6) samples landward and six (6) samples seaward of the mean low water (MLW) line and 1 additional sample at the MLW line, in compliance with 15A NCAC 07H .0312. Mechanical sieve analysis will be conducted on each sample and a composite grain size will be calculated for each profile. Furthermore, composite sediment characteristics will be developed for the entire project area using these data.

Results of the analysis completed as part of Task 2 will be provided to the Town in a summary letter report along with composite tables and individual and composite granulometric reports and grain size distribution curves. This information will also be incorporated into the design report that will be developed for the 2027 project, which will be included in a subsequent proposal.

CPE will complete Task 2 for the lump sum fee of \$19,300.00



CPE's performance of the proposed Services is conditioned upon negotiation of mutually acceptable contract terms and conditions. In that regard, attached to this proposal is our standard Services Agreement for your consideration as the terms and conditions that will govern our performance of the proposed Services.

If this proposal is acceptable to you, please have the attached Services Agreement signed, and return it to me. CPE will then sign the Services Agreement and return a fully executed copy to you for your records.

Sincerely,

A handwritten signature in black ink, appearing to read 'Ken Willson'.

Ken Willson

Senior Program Manager

Coastal Protection Engineering of North Carolina, Inc

Office: 910-399-1905

Mobile: 910-443-4471

kwillson@coastalprotectioneng.com

COASTAL PROTECTION ENGINEERING OF NORTH CAROLINA, INC.
SERVICES AGREEMENT

All in accordance with the following terms and conditions.

1. **SCOPE OF SERVICES:** **COASTAL PROTECTION ENGINEERING OF NORTH CAROLINA, INC. ("CPE")** agrees to perform for the undersigned CLIENT, engineering and consulting ("Services") described in the attached Proposal and/or as follows:

Proposal: Town of Southern Shores, North Carolina: Pre-Permitting Coordination & Native Beach Sediment Analysis

FEES, INVOICES AND PAYMENTS: The Services associated with Tasks 1 will be performed on a time and materials basis in accordance with the rate schedule included in Exhibit A, not to exceed **\$3,335.00 (Three thousand, three hundred thirty-five dollars and zero cents)**.

The Services associated with Tasks 2 will be performed for the lump sum fee of **\$19,300.00 (Nineteen thousand, three hundred dollars and zero cents)**.

Invoices will be submitted by CPE no more frequently than every month, with payment due upon CLIENT'S receipt of invoice. Payment shall be in U.S. Dollars. CLIENT shall be responsible for payments (without deduction or offset from the total invoice amount) of any and all sales, use, value added, gross receipts, franchise and like taxes, tariffs and duties levied against CPE or its employees by any government or taxing authority. A service charge equal to one-half percent (1/2 %) per month, or the maximum rate permitted by law, whichever is less, will be added to all accounts which remain unpaid for more than thirty (30) calendar days beyond the date of the invoice. Should there be any dispute as payments to be made on a percent complete basis to any portion

of an invoice, the undisputed portion shall be promptly paid.

2. **CLIENTS COOPERATION:** To assist CPE in performing the Services, CLIENT shall (i) provide CPE with relevant material, data, and information in its possession pertaining to the specific project or activity, (ii) consult with CPE when requested, (iii) permit CPE reasonable access to relevant project sites, (iv) ensure reasonable cooperation of CLIENT's employees in CPE's activities, and (v) notify and report to all regulatory agencies as required by such agencies.
3. **CONFIDENTIALITY:** In the course of performing Services, to the extent that CLIENT discloses to CPE, business or technical information that CLIENT clearly marks in writing as confidential or proprietary, CPE will exercise reasonable efforts to avoid the disclosure of such information to others. Likewise, to the extent that CPE discloses to CLIENT, business or technical information that CPE clearly marks in writing as confidential or proprietary, CLIENT will exercise reasonable efforts to avoid the disclosure of such information to others.

Nothing herein is meant to prevent nor shall be interpreted as preventing either party from disclosing and/or using any information or data (i) when the information or data are actually known to the receiving party before being obtained or derived from the transmitting party, (ii) when information or data are generally available to the public without the receiving party's fault at any time before or after it is acquired from the transmitting party; (iii) where the information or data are obtained or acquired in good faith at any time by the receiving party from a third party who has the same in good faith and who is not under any obligation to the transmitting party in respect thereto; (iv) where a written release is obtained by the receiving party from the transmitting party; (v)

three (3) years from the date of receipt of such information; or (vi) when required by process of law; or by North Carolina Public Records Law; provided, however, upon service of such process, the recipient thereof shall use reasonable efforts to notify the other party and afford it an opportunity to resist such process.

4. DELAYS AND CHANGES IN CONDITIONS:

If CPE is delayed or otherwise in any way hindered or impacted at any time in performing the Services by (i) an act, failure to act or neglect of CLIENT or CLIENT's employees or any third parties; (ii) changes in the scope of the work; (iii) unforeseen, differing or changed circumstances or conditions including differing site conditions, acts of force majeure (such as fires, floods, riots, and strikes); (iv) changes in government acts or regulations; (v) delay authorized by CLIENT and agreed to by CPE; or (vi) any other cause beyond the reasonable control of CPE, then 1) the time for completion of the Services shall be extended based upon the impact of the delay, and 2) CPE shall receive an equitable compensation adjustment. Any such equitable adjustment shall be based on CPE's then current Time and Material Rates, as may be provided in a Rate sheet attached hereto.

5. INSURANCE: CPE is presently protected by Worker's Compensation Insurance as required by applicable law and by General Liability and Automobile Liability Insurance (in the amount of \$1,000,000 combined single limit) for bodily injury and property damage. Insurance certificates will be furnished to CLIENT on request. If the CLIENT requires further insurance coverage, CPE will endeavor to obtain said coverage, and CLIENT shall pay any extra costs therefor.

6. INDEMNITIES: CPE shall defend, indemnify and hold harmless CLIENT and its officers and employees from and against loss or damage to tangible property, or injury to persons, to the extent arising from the negligent acts or omissions or willful misconduct of CPE, its borrowed

servants and their employer and its subcontractors, and their respective employees and agents acting in the course and scope of their employment. CLIENT shall defend, indemnify and save harmless CPE (including its borrowed servants and their employers and its officers, and employees) from and against, any loss or damage to tangible property, or injury to persons, to the extent arising from the negligent acts or omissions or willful misconduct of CLIENT, its officers and employees.

7. LIMITATIONS OF LIABILITY:

- a. GENERAL LIMITATION - CLIENT'S SOLE AND EXCLUSIVE REMEDY FOR ANY ALLEGED BREACH OF WARRANTY BY CPE SHALL BE TO REQUIRE CPE TO REPERFORM ANY DEFECTIVE SERVICES. CPE'S LIABILITY AND CLIENT'S REMEDIES FOR ALL CAUSES OF ACTION ARISING HEREUNDER WHETHER BASED IN CONTRACT, WARRANTY, NEGLIGENCE, , OR ANY OTHER CAUSE OF ACTION, SHALL NOT EXCEED EXCEPT FOR THE MUTUAL INDEMNIFICATIONS SET FORTH IN SECTION 7 ABOVE. IN THE CUMULATIVE AGGREGATE (INCLUDING ANY INSURANCE PROCEEDS) WITH RESPECT TO ALL CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHATEVER MINIMUM AMOUNT MAY BE REQUIRED BY LAW OR, IF NONE, THE AMOUNT OF COMPENSATION FOR SUCH SERVICES,
- b. CONSEQUENTIAL DAMAGES: FURTHER AND REGARDLESS OF ANY OTHER PROVISION HEREIN, CPE SHALL NOT BE LIABLE FOR ANY INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF PROFITS, DECLINE IN PROPERTY VALUE, REGULATORY AGENCY FINES, LOST PRODUCTION OR LOSS OF USE) INCURRED BY CLIENT OR FOR WHICH CLIENT MAY BE LIABLE TO ANY THIRD PARTY OCCASIONED BY THE SERVICES OR BY APPLICATION OR USE OF

REPORTS OR OTHER WORK PERFORMED
HEREUNDER.

8. **GOVERNING LAWS:** This Agreement shall be governed and construed in accordance with the laws of the State of North Carolina.
9. **TERMINATION:** Either party may terminate this Agreement with or without cause upon forty five (45) days' written notice to the other party. Upon such termination, CLIENT shall pay CPE for all Services performed hereunder up to the date of such termination. In addition, if CLIENT terminates, CLIENT shall pay CPE all reasonable costs and expenses incurred by CPE in effecting the termination, including, but not limited to non-cancelable commitments and demobilization costs.
10. **ASSIGNMENT:** Neither CPE nor CLIENT shall assign any right or delegate any duty under this Agreement without the prior written consent of the other, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, CPE may, upon notice to CLIENT, assign, pledge or otherwise hypothecate the cash proceeds and accounts receivable resulting from the performance of any Services or sale of any goods pursuant to this Agreement.
11. **MISCELLANEOUS:**
 - a. **ENTIRE AGREEMENT, PRECEDENCE, ACCEPTANCE MODIFICATIONS:** The terms and conditions set forth herein constitute the entire understanding of the Parties relating to the provisions of the Services by CPE to the CLIENT. All previous proposals, offers, and other communications relative to the provisions of these Services by CPE, oral or written, are hereby superseded, except to the extent that they have been expressly incorporated by reference herein. In the event of conflict, the three pages of this Agreement shall govern. CLIENT may accept these terms and conditions by execution of this Agreement or by authorizing CPE to begin work. Any modifications or revision of any provisions

hereof or any additional provisions contained in any purchase order, acknowledgement or other document issued by the CLIENT is hereby expressly objected to by CPE and shall not operate to modify the Agreement.

- b. **DISPUTES, ATTORNEY FEES** – Any dispute regarding this Agreement or the Services shall be resolved first by exchange of documents by senior management of the parties, who may be assisted by counsel. Any thereafter unresolved disputes shall be litigated in the state whose law governs under Section 9 hereunder. In any litigation, the Prevailing Party shall be entitled to receive, as part of any award or judgment, eighty percent (80%) of its reasonable attorneys' fees and costs incurred in handling the dispute. For these purposes, the "Prevailing Party" shall be the party who obtains a litigation result more favorable to it than its last formal written offer (made at least twenty calendar days prior to the formal trial) to settle such litigation.
- c. **WAIVER OF TERMS AND CONDITIONS** - The failure of CPE or CLIENT in any one or more instances to enforce one or more of the terms or conditions of this Agreement or to exercise any right or privilege in the Agreement or the waiver by CPE or CLIENT of any breach of the terms or conditions of this Agreement shall not be construed as thereafter waiving any such terms, conditions, rights, or privileges, and the same shall continue and remain in force and effect as if no such failure to enforce had occurred.
- d. **NOTICES** – Any notices required hereunder may be sent by orally confirmed US Mail, courier service (e.g. FedEx), orally confirmed telecopy (fax) or orally confirmed email (further confirmed by US Mail) to the addresses set forth below.
- e. **SEVERABILITY AND SURVIVAL** - Each provision of this Agreement is severable from the others. Should any provision of this Agreement be found invalid or unenforceable, such provision shall be ineffective only to the extent required by

law, without invalidating the remainder of such provision or the remainder of this Agreement.

Further, to the extent permitted by law, any provision found invalid or unenforceable shall be deemed automatically redrawn to the extent necessary to render it valid and enforceable consistent with the parties' intent. The terms and conditions set forth herein shall survive the termination of this Agreement.

CLIENT and CPE agree to the foregoing **(INCLUDING THE LIMITATIONS ON LIABILITY IN SECTIONS herein)** and have caused this Agreement to be executed by their duly authorized representatives as of the date set forth below.

Executed on _____, 2025

**COASTAL PROTECTION ENGINEERING OF
NORTH CAROLINA, INC.**

By (Sign): _____

Print Name: Kenneth Willson

Title: President

Address: 4038 Masonboro Loop Road,

Wilmington, North Carolina, 28409

Phone: (910) 399-1905

Fax: N/A

E-mail: kwillson@coastalprotectioneng.com

**TOWN OF SOUTHERN SHORES, NORTH
CAROLINA**

By (Sign): _____

Print Name: _____

Title: _____

Address: _____

Phone: _____

Fax: _____

E-mail: _____

EXHIBIT A:
STANDARD RATE SCHEDULE
SOUTHERN SHORES, NORTH CAROLINA
PRE-PERMITTING COORDINATION AND NATIVE BEACH SEDIMENT ANALYSIS

I. Labor Rates

<u>Labor Classification</u>	<u>Bill Rate</u>
Principal Engineer.....	\$295.00
Principal Coastal Scientist.....	\$295.00
Principal Marine Engineer	\$295.00
Program Manager	\$230.00
Senior Project Manager.....	\$230.00
Senior Civil Engineer.....	\$210.00
Senior Coastal Scientist	\$210.00
Senior Coastal Engineer.....	\$210.00
Marine Structural Engineer	\$210.00
Senior Marine Biologist	\$190.00
Project Manager.....	\$175.00
Senior Coastal Modeler	\$175.00
Coastal Engineer III	\$165.00
Marine Geologist	\$160.00
Coastal Engineer II	\$145.00
Coastal Modeler	\$135.00
Coastal Engineer I.....	\$130.00
Structural Designer	\$125.00
Coastal Scientist	\$120.00
Junior Coastal Engineer	\$115.00
Junior Coastal Modeler.....	\$115.00
Environmental Scientist.....	\$110.00
Junior Marine Biologist.....	\$110.00
Junior Coastal Scientist.....	\$105.00
CAD / GIS Operator.....	\$105.00
Engineering Technician.....	\$85.00
Clerical.....	\$85.00
Project Intern	\$75.00

II. Reimbursable Costs*

<u>Cost Classification</u>	<u>Bill Rate</u>
Mileage.....	\$0.70 / mile
Equipment	Per Purchase Order
Direct Costs	Per Purchase Order
Sub-Consultants.....	10% of Cost

**Subject to terms and conditions of governing agreement.*