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PLANNING OUR
CLIENTS' SUCCESS

October 18, 2023

Paula Webb, Town Manager
Town of Swansboro
601 West Corbett Avenue
Swansboro, NC 28584
pwebb@ci.swansboro.nc.us

Re: **Professional Services – Design through Construction**
SWANSBORO PUBLIC SAFETY BUILDING / EMERGENCY OPERATIONS CENTER
Swansboro, North Carolina
2022295.01

Dear Ms. Webb:

Becker Morgan Group, Inc. is pleased you have requested a professional services proposal for the new Swansboro Public Safety Building / Emergency Operations Center. It has been a pleasure working with your team as we prepared our feasibility study. We look forward to continuing to develop this project, and we appreciate your continued confidence in our firm!

Enclosed please find one original agreement documenting our professional services and compensation. If acceptable, please sign and return the original agreement to our office. We will then proceed with our services.

Thank you for the opportunity. We look forward to working with Swansboro on this important civic project!

If you have any questions, please contact me.

Sincerely,

BECKER MORGAN GROUP, INC.

Ernest W. Olds, AIA, NCARB
Vice President

Enclosure: Proposal (10/18/2023)

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BECKER MORGAN GROUP, INC.

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WILMINGTON, NORTH CAROLINA 28403
910.341.7600

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CHARLOTTE, NORTH CAROLINA 28202
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312 WEST MAIN STREET, SUITE 300
SALISBURY, MARYLAND 21801
410.546.9100

309 SOUTH GOVERNORS AVENUE
DOVER, DELAWARE 19904
302.734.7950

THE TOWER AT STAR CAMPUS
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October 18, 2023

Professional Services – Design through Construction
SWANSBORO PUBLIC SAFETY BUILDING / EMERGENCY OPERATIONS CENTER
Swansboro, North Carolina
2022295.01

Project Scope
The Town of Swansboro, Onslow County, North Carolina is located on the Intracoastal Waterway at the mouth of the White Oak River. The Town is 1.3 square miles in land area and includes 3,605 year-round residents. The County population is expected to grow almost 12% by 2030 with expectations the coastal communities will enjoy much of that growth.

The Town is served by a combined sworn and volunteer fire service stationed at 609 West Corbett Avenue. The department services the Swansboro and White Oak Fire Districts.

Law enforcement is provided by a sworn police force housed at 609 West Corbett Avenue in a facility shared with the fire department.

The combined fire and police station is known as the Swansboro Public Safety Facility. It was constructed in 1989 and additions were placed in 2014 and in 2016.

The current facility is situated on a single parcel of land totaling 3.98 acres. Several town-owned municipal structures occupy the parcel including Town Hall, the Public Works Department and related vehicle parking.

Preparing for and responding to potentially catastrophic events has led the Town to evaluate their facilities, develop an Emergency Operations Plan (EOP), and prepare to design an Emergency Operations Center (EOC) with improvements to enhance the safety of their first responders – the police and fire departments.

Becker Morgan Group had the pleasure of preparing a feasibility study, completed in June 2023, for the EOC Committee to address the Town's concerns. The study provided 4 options that included renovations and new construction on both existing property and undeveloped land. After the committee and Town leadership reviewed the study, the option proposing new construction adjacent to Town Hall was selected.

The selected option (labeled C) included construction of 14,788 usable square feet of space plus site improvements equaling $9.9 million. Considering soft costs and equipment plus allowances in market conditions, a budget range of $9.28 million to $12.56 million was estimated.

This proposal for professional services addresses the further development of Option C to include the design and construction documents phases as well as site and building construction.

Our team includes CBHF Engineers, PLLC, who will provide mechanical, electrical, and plumbing engineering, and Woods Engineers, Inc., a structural engineering firm. For cost

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estimating we will use Aiken Cost Consultants, Inc. Becker Morgan Group will provide civil engineering (site), architecture and project management services.

Certain other services will be needed and can either be provided by the Town or incorporated into our services, as you prefer. Signal relocation will most likely be part of the public safety building improvement. This will require design and permitting through the NCDOT. Geotechnical services are recommended for the foundation, pavement, and drainage structure design. Surveying services to fully document the site improvements, topography and zoning limitations will be required prior to site design. We do not expect to encounter environmental issues (hazardous materials, wetlands) but will alert the Town to any findings.

Finally, the issue of integrating your local public safety technology with that of Onslow County Communications Center (E911) should be addressed during the design phase. Should an independent consultant be needed, we're happy to make a recommendation.

Services Scope

The proper design for construction of a new Emergency Operations Center, combined with a new police and fire station requires a careful pre-design process. This process results in establishing what is needed (the "program") and what is practical within the constraints of budget and other factors. Fortunately, this work has already been completed via our feasibility study completed earlier this year. Some further program adjustments may be required, which will be addressed as we begin the design phase.

For the purposes of the fee proposal, we are assuming a construction budget of approximately $9,900,000.

The design process, known as Basic Services, includes a multi-phase approach where we (Swansboro and the design team) iteratively refine the project requirements into a set of documents from which a General Contractor can bid and build the project.

Basic Services include the following:

Schematic Design – 35% Documents for Review and Comment
Design Development – 65% Documents for Review and Comment
Construction Documents – 100% Documents for Bidding, Permitting and Construction

We will discussed the importance of understanding the project budget, schedule and impacts on Town operations early in the design process. We have proposed a 35% completion stage above as that point where we will stop to fully evaluate those impacts. This will also be a point where the plans and exterior elevations will be sufficiently developed to present for funding should that be needed.

We will evaluate the probable construction costs using our third-party professional during each of these steps. Our work product will evolve in greater detail as the design progresses. We will incorporate the efforts of our engineering team (civil, structural, mechanical, electrical, and plumbing) during each phase as well.

At the conclusion of Construction Documents, our work product can be used for competitive bidding, submissions to review agencies for permitting and for construction.

We assume Swansboro will bid the project to qualified General Contractors, a process called

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"design-bid-build", rather than an alternate method such as "design-build" or "construction manager at risk". We are happy to discuss these alternative options if you are interested.

The remainder of Basic Services includes two components – Bidding and Construction Phase. During the Bidding phase we will attend a pre-bid meeting, respond to bidder requests for information (RFI), issue addenda as needed, attend the bid opening, and assist with the preparation of the construction contract.

Our Construction Phase services will include periodic construction progress meetings and site visits, processing of pay applications and change orders, responding to RFI's, product submittals, final inspections, and closeout.

Compensation
For the services described above, we propose the following fixed fee: **$840,500**

Our fee is equal to roughly 8% of the estimated building and site construction costs. We have subtracted the programming phase as this was already completed during our initial feasibility study.

Basic Services	
Programming (previously completed scope shown for reference)	($19,160)
Task 001	
Schematic Design – 35%	$205,500
Task 002	
Design Development – 65%	$200,220
Construction Documents – 100%	$238,020
Design subtotal	$643,740
Task 003 (please note, these may be adjusted based on final scope)	
Bidding and Construction Administration	$196,760
Total	$840,500

To better understand how each discipline shares in the effort, here are breakdowns for each:

	Design	Construction
CBHF Engineers, PLLC	$157,880	$52,630
Woods Engineers, Inc.	$63,150	$21,050
Aiken Cost Estimating, Inc.	$17,640	$0
Becker Morgan Group, Inc.	$405,070	$123,080
	$643,740	$196,760
Fees as % of Budget	6.1%	2.4%

Our proposed services do not include the items on the following list, but you may find them useful as a check list during planning for the project.

Exclusions *(the following services and expenses are excluded from this agreement)*
*If authorized, Becker Morgan Group has experienced staff to provide these services.

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Services

- Design*: Landscape; Furnishings, Fixtures, and Equipment (FF&E)
- Engineering: Geotechnical (soil borings and recommendations); Life Safety; Technology and Telecommunications
- Surveying; subdividion plats; recordation; ALTA/ACSM surveys; construction stake-out; recordation drawings; as-built surveys
- Studies: traffic; community impact statements
- Regulatory matters: variances; special exceptions; amendments; hearings; review meetings
- LEED® design or documentation or similar environmental or energy conservation program.
- Environmental: Phase 1 and Phase 2 studies; tree conservation compliance; wetlands delineation and permitting; CAMA compliance
- Off-site improvements: design of any off-site improvements or utility extensions to the site
- Special Consultants: Acoustical; Cost Estimation; Food Service; Building Envelope; Roofing; Scheduling; Security
- Graphics*: presentation/marketing materials (2D / 3D); models; signage; animation.
- Permitting*: building, site, health, food service, environmental

Expenses

- Fees: filing; review; permits; agency approvals; bonds
- Reproduction: printing of drawings and specifications
- Travel: mileage, tolls, parking

Agreement Terms

Reimbursable items such as printing, mileage, shipping, etc. are not included in our fee, and will be billed separately. The attached *Terms and Conditions of Agreement* documents contract terms and is hereby incorporated into this agreement. If this proposal is acceptable, please sign and return to our office.

We sincerely appreciate the opportunity to work with the Town of Swansboro. Thank you for the opportunity to be of service.

BECKER MORGAN GROUP, INC.

Ernest W. Olds, AIA, NCARB
Vice-President

Town of Swansboro

Accepted: _____

Printed: _____

Title: _____

Date: _____

Attachment: *Terms and Conditions of Agreement* (01.01.23) NC

TERMS AND CONDITIONS OF AGREEMENT
For Professional Services

Scope of Project and Services
See attached proposal/letter of agreement.

Fixed Fee Projects
Billings are based upon the percentage of completion of each phase of services.

Hourly Rate Schedule
Compensation for hourly services:

Principal	$225 - 290/hr
Senior Associate	$165 - 215/hr
Associate	$150 - 165/hr
Architect/Engineer/Interior Designer	$120 - 285/hr
Designer	$ 80 - 155/hr
Technician	$ 75 - 120/hr
Support	$ 80 - 160/hr
Expert Witness	1.5 x billing rate
3D Scanner	$205/hr

Rates subject to change each January.

Any consultants required and authorized by the Owner will be billed at cost plus (10) ten percent.

Estimated Fees
Fee estimates are valid for sixty (60) days. Where an estimated total is given for hourly work, it shall not constitute an upset figure, but is provided to assist in project budgeting only.

Initial Payment
Services commence when the Owner's authorization is received with the initial payment, which will be applied to the final invoice.

Invoices
Invoices are sent monthly for services performed. Payment is due upon receipt. A late charge will be added thirty (30) days after the invoice date at 1.5% per month simple interest.

Reproduction Expenses
In-house reproduction expenses incurred in the interest of the project will be billed as follows:

	Size	*Regular*	*Color*
Plots	18x24	$ 5.00	$10.00
	24x36	$10.00	$15.00
	30x42	$15.00	$20.00
Photocopies	8½ x 11	$ .15	$ .50
	8½ x 14	$ .20	$ .75
	11x17	$ .25	$ 1.00
Prints	18x24	$ 2.00	
	24x36	$ 3.00	
	30x42	$ 4.00	

Reimbursable Expenses
Other expenses incurred in the interest of the project (travel, toll communications, postage, delivery, photographs, engineering or other consultants, renderings, models, etc.) will be billed monthly at cost plus ten (10) percent.

Government Agency Fees / Approvals
The Owner shall pay directly (outside of Becker Morgan Group, Inc.'s fees and reimbursables) for all of the following governmental charges, including, but not limited to: application fees, review fees, permit fees, plat recordation, governmental charges, impact fees, front footage assessments, water flow and pressure test, tap-in fees, bonds, transfer taxes, etc. Owner should investigate and budget these items in their total project development soft costs. Owner acknowledges the approval process necessary to estimate or maintain a project timeline is both unpredictable and outside of the Architect's control. Architect does not guarantee approvals by any governing authority or outside agency, nor the ability to achieve or maintain any project timeline.

Additional Services
Services beyond those outlined in the attached Scope of Work, including for revisions due to adjustments in the scope, budget or quality of the project, for redesign of previously approved drawings, and for additional Construction Phase services, will be billed at hourly rates above or at fixed fees.

Change of Scope
All fees are subject to renegotiations if the original scope of service is changed or if services are not completed within two (2) months of the project's projected completion date indicated in the proposal.

Early GMP or Design / Build
If Owner solicits early GMP or Design / Build proposals based upon work-in-progress drawings or prior to Architect's receipt of, and response to, permitting comments, Owner acknowledges that any cost scheduling information resulting for such solicitations or procurement necessary will be subject to revision until the Construction Documents are finally completed and issued for construction, including all addenda. Any services required to highlight drawing changes associated with early GMP or Design / Build proposals shall be compensated as an Additional Service.

Fast-Track or Phased Project Delivery
If Owner requests or requires fast-track design services or early or phased construction document packages, Owner assumes the elevated risk the design services and/or phased construction document packages will have errors, omissions or incomplete coordination. Accordingly, Architect shall have no liability to Owner with respect to fast-track design services or early or phased construction packages absent gross negligence on the part of the Architect.

Betterment
In the case of design errors or omissions that lead to an increase in the cost of construction, Architect shall have no liability to Owner for the portion of such cost increase that represents betterment or value added to the project.

Third-Party Beneficiaries
Neither the Contractor nor any other person or entity, apart from the Owner and Architect, are intended beneficiaries of the Architect's services. Architect does not warrant or represent that its services or the Construction Documents will be free from errors, omissions or ambiguities. Owner shall inform all prospective contractors and construction managers, in writing, that Architect makes no representation whatsoever to any prospective contractor, trade contractor or construction manager regarding the quality, completeness or sufficiency of the Construction Documents, for any purpose whatsoever.

Site Visitation
In the event Architect's scope of services includes periodic site visits during the construction phases, Architect shall be serving only in the capacity as a consultant to advise Owner on issues involving progress and general design compliance. Architect does not assume any responsibility for the means and methods of construction, shoring or temporary construction, quality or timeliness of any contractor's work, job site safety, continuous on-site inspections, or any issues that fall outside of Architect's scope of services as defined in this Agreement

Design Without Construction Review
Should Owner elect not to engage A/E to perform normal periodic construction observation and normal full service Submittals, RFIs, Substitution and Change Order review services during construction, Owner acknowledges that there is an increased risk to Owner of misinterpretation of A/E's design intent by the Contractor, the Owner or inspecting agencies; an increased risk of non-compliant construction work on the part of the Contractor; and a reduced opportunity afforded to the A/E and Owner to identify and resolve conflicts, errors or omissions in the construction or in the construction documents at a point when the consequences stemming from such risks and reduced opportunities could have been mitigated or avoided. Owner shall secure similar partial waivers of liability in favor of A/E from each and all of its separate contractors, subcontractors and consultants of every tier.

Ownership of Documents
All documents (drawings, sketches, reports, etc.) prepared as instruments of service shall remain the copyrighted property of the Architect and are specific only to this project, Owner, and this Agreement. Work which is furnished, but not paid for, will be returned to the Architect and will not be used for any purpose by the Owner until payment in full is rendered. Owner agrees to indemnify, defend and hold Architect harmless for all claims arising out of Owners reuse, misuse, modification or assignment of Architect's instruments of service. This provision shall survive termination of this Agreement.

Insurance
The Architect is protected by Workmen's Compensation, Professional Liability and Standard Public Liability Insurance. The Architect will not be responsible for any loss, damage or liability arising from Owner's negligent acts, errors or omissions or those by Owner's consultants, contractors, and agents or from those of any person whose conduct is not within the Architect's contractual responsibility.

Risk Allocation
Owner and Architect have discussed the risk, rewards and benefits of the project and the Architect's total fee for services. The risks have been allocated such that the Owner agrees that to the fullest extent permitted by law, Architect's total liability to Owner for any and all injuries, claims, losses, expenses, damages or claims expenses arising out of this agreement from any cause or causes, shall not exceed the total fee or $50,000, whichever is greater. Such causes include, but are not limited to design professional's negligent errors, omissions, or breach of contract. This limitation of liability may be increased up to the limits of Architect's insurance coverage available to pay for said increased liability only if a mutually agreed increase in Architect's fees is negotiated and set to this or written amendment executed by both parties.

Termination of Agreement
This Agreement may be terminated by either party upon seven (7) days written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination. This Agreement may be terminated by the Owner upon at least seven (7) days written notice to the Architect in the event that the Project is permanently abandoned. In the event of termination not the fault of the Architect, the Architect shall be compensated for all services performed to termination date, together with Reimbursable Expenses then due.

Environmental Hazards / Subsurface Conditions
The Architect does not perform services related to the identification, containment or removal of asbestos, hazardous waste, or any other environmental hazards, nor will it assume liability for any damages or costs related to these materials. Unless specifically included under Architect's scope of services, Architect assumes no liability for geotechnical engineering or any other analysis or testing of subsurface conditions (including soils and the location of any utilities or structures not visible on the surface).

Nonpayment/Work Stoppage
The Architect reserves the right to stop work on the project upon ten (10) days written notice to Owner for non-payment and withdraw any permit documents. As stoppage of work shall be without liability for consequential or other damages resulting from the stoppage. Restart on the project after thirty (30) days of stoppage will require payment of additional fees.

Standard of Care
The Owner acknowledges the inherent risks associated with construction. In performing professional services, the Architect will use that degree of care and skill ordinarily exercised under similar circumstances by competent licensed Architect in the jurisdiction where the project is located. Under no circumstances shall any other representation (express or implied) or any type of warranty or guarantee be included or intended by the Architect during the completion of its services under this Agreement.

Successors & Assigns
The Owner and the Architect bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither party shall assign, sublet or transfer any interest in this Agreement without the written consent of the other.

Affidavits/Certifications
Any affidavits or certifications required by government agencies, lenders, or others shall be written to include language acceptable to the Architect. The Owner shall not require certification that would require knowledge or assumption of responsibilities beyond the scope of this agreement.

Miscellaneous Provisions
Unless otherwise specified, this Agreement shall be governed by North Carolina Law. Terms in this Agreement shall have the same meaning as that in AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement.

Collection
If it is necessary to enforce collection on any amount past due under this agreement, the Architect shall be reimbursed for all legal and other reasonable costs related thereto, including (33%) attorney's fees, court costs, administrative time and other collection costs.

Certificate of Merit
The Owner shall make no claim (whether directly or in the form of a third party claim) against the Architect unless the Owner shall have first provided the Architect with a written certification executed by a licensed professional in the State of North Carolina, specifying each and every act or omission which the certifier contends constitutes a violation of the standard of care expected of an Architect performing professional services under similar circumstances. Such certificate shall be provided to the Architect thirty (30) days prior to the presentation of any such claim.

Frivolous Suit or Counterclaim
In the event the Owner makes a claim (or counterclaim) or brings an action against the Architect for any act arising out of the performance of the services hereunder, and the Owner fails to prove such a claim or action, then the Owner shall pay all legal and other costs incurred by the Architect in defense of such claim or action.

Electronic Media
If electronic media of project files are requested, the Owner or requesting party must sign an Electronic Media Release Form, plus remit $200.00 per file, plus printing costs per sheet for one (1) record set for Owner and one (1) set for A/E.

Publicity
All publicity developed for this project will credit Becker Morgan Group, Inc. as the Architects, as appropriate.

January 1, 2023
Becker Morgan Group, Inc.

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