



May 18, 2026  
Revised May 20, 2026

Town of Swansboro  
601 W. Corbett Avenue  
Swansboro, NC 28584

Attention: Mr. Jonathan Barlow  
Town Manager

Reference: **Proposal to provide Advisory Services for the New Swansboro Emergency Services Building Project**

Dear Mr. Barlow

MBP Carolinas, Inc. (MBP) is pleased to submit this revised proposal and contractual agreement, including a fixed-fee proposal (Proposal) to provide the Town of Swansboro (Client/Owner) with Advisory Services for the construction of a new Emergency Services Building in the Town of Swansboro, NC (Project).

#### **SCOPE OF PROJECT**

MBP understands that the Project involves the construction of a building that will include a Police Station, Fire Station, and Emergency Operations Center on a 5-acre parcel located on Main Street Extension.

#### **SCOPE OF SERVICES**

MBP proposes to provide the following services:

**a. General Scope of Services**

The Project Management (PM) Consultant shall provide comprehensive services to represent the Owner's interests throughout the remaining construction phases, monitoring the Design-Builder's adherence to project objectives, timelines, and quality standards.

**b. Detailed Scope of Services**

1. Act as a liaison between the Client/Owner and the Design-Build team.
2. Attend regularly scheduled construction and coordination meetings.
3. Communicate project updates, decisions, and changes to all stakeholders.
4. Monitor construction activities to confirm compliance with contract documents, specifications, and quality standards, and identify in writing any non-conforming work.
5. Confirm all debt instruments (bonds, sureties, and other agreements) are in place in accordance with the LOI
6. Review and recommend monthly progress payments.
7. Track, coordinate, and make recommendations regarding Requests For Information (RFIs), submittals, proposed Change Orders (PCOs), and field directives.
8. Review and recommend cost proposals for changes to the project.
9. Assist with negotiation of change orders and/or claims; summarize claims analysis.
10. Establish a change order monitoring system (log) and link it to the Project Status financial report.

11. Provide on-site support (anticipated as one day per week), to include a daily report for each day on-site.
12. Facilitate and/or participate in the development of recovery schedules, if needed.
13. Monitor the Design-Builder’s accurate maintenance of record drawings
14. Provide cursory review and validation of construction schedules.
15. Monitor budget adherence, including contingency usage and cost exposures.
16. Track commissioning activities and verify timely resolution of identified issues.
17. Verify final inspections and the obtaining of necessary certifications, including the Certificate of Occupancy.
18. Verify the collection and verification of as-built drawings, Operations & Maintenance manuals, warranties, and training materials.

**PERIOD OF PERFORMANCE**

The anticipated date for completion of the Services is June 30, 2028. If the Client/Owner requires Services beyond this date, MBP will provide a proposal for changes in Services pursuant to the “Changes in Services” provision of this Agreement.

**COMPENSATION**

The Client/Owner shall compensate MBP for performance of the Services in conformance with the requirements of the Agreement on a fixed-fee basis in the amount of **\$254,345.00** as follows:

PHASES	COST
<b>Project Initiation Phase</b>	
Project Kickoff	\$2,140.00
Project Management Plan (memorialize stakeholders, schedule, budget, and scope)	\$4,730.00
<b>Negotiations Phase</b>	
Negotiations Support	\$2,300.00
Technical Contract Review Support	\$3,280.00
<b>Design Phase (12 months)</b>	
D-B Kickoff	\$6,080.00
D-B Project Management, Meetings, Monitoring	\$49,035.00
Review program documents/schedule/budget	\$10,540.00
Review design submissions (3 each - SD, DD, CD)	\$10,935.00
Cost estimate review (3 each - SD, DD, CD)	\$9,255.00
Final GMP Negotiation	\$7,720.00
<b>Construction (12 months)</b>	
Kickoff Meeting	\$4,400.00
Construction Support (12 months): Assumes CM approximately 1 day per week	\$128,530.00
Closeout Support (1 month)	\$13,600.00
<b>Reimbursables</b>	
Mileage Allowance per trip \$150 for Project Exec	\$1,800.00
<b>\$254,345.00</b>	

**Non-Labor Expenses**

Non-labor expenses, including but not limited to courier, packaging, binding, postage, graphics, or other similar services that may be requested and approved by the Client, are in addition to the labor fees set forth above and will be invoiced at cost plus 10%.

Costs for a field office have not been included in our estimated budget, as it is expected that office space at the Project site, if needed, including furnishings, utilities, and internet service, will be provided by the Client at no cost to MBP.

#### **ADDITIONAL SERVICES**

If requested by the Client, MBP can provide additional services as the parties may hereafter mutually agree by a written modification to this agreement.

#### **TERMS AND CONDITIONS**

All work will be performed in accordance with the Standard Contract Terms and Conditions attached hereto. This Proposal, together with the Standard Contract Terms and Conditions, constitutes the entire Agreement between MBP and the Client and supersedes all prior written and oral understandings. This Agreement and said attachments may only be amended, supplemented, modified, and canceled by a duly executed written instrument.

MBP is not acting in any respect as the Project's designer of record and assumes no design liability for any part of the Project, regardless of whether any assistance, recommendations, or comments provided by MBP to the Client, Owner, or design team are utilized. Inasmuch as it is not in the best interest of the Owner that MBP's services should relieve the design team of its obligations and responsibilities to the Owner, it is understood that the designer of record shall be and remain solely responsible for all such design documents notwithstanding any Services provided by MBP under this agreement relating to the development or review of design documents, including but not limited to scopes of work, plans, and specifications, requests for proposals, or any other terms and conditions contained therein.

Although MBP shall document any defects or deficiencies in the work being performed of which it becomes aware, as a result of the inherent limitations of any site observations, MBP cannot warrant or guarantee that all non-compliant conditions will be detected or corrected. As it is not in the best interest of the Owner that the presence or duties of MBP personnel at the Project site or otherwise should relieve the Contractor or design team of their obligations and responsibilities to the Owner, it is understood that: MBP shall not supervise, direct or have control over any Contractor work; the Contractor remains responsible for compliance with the Project plans and specifications, construction means, methods, techniques, and sequences, including but not limited to any required health and safety procedures (except that MBP shall be responsible for the safety of its own employees).

MBP's reviews and recommendations regarding the appropriateness of contractor pay applications shall constitute only a representation that, to the best of MBP's knowledge, information, and belief, the Contractor's work has, in general, progressed to the point indicated in the pay application, and that the quality of the work generally is in accordance with the requirements of the construction documents. Any such review and recommendations shall not constitute a representation that MBP has (a) made exhaustive or continuous on-site inspections to check the quality or quantity of the work, (b) reviewed or approved construction means, methods, techniques, sequences or procedures, (c) reviewed copies of requisitions received from contractor and material suppliers and other data requested by Client to substantiate Contractor's right to payment, or (d) ascertained how or for what purpose contractor has used money previously paid on account of the contract amount.

MBP will invoice monthly for the percentage of work completed. All invoices are to be paid in full upon receipt in accordance with the terms and conditions of the Contract.

If the foregoing is acceptable, please so indicate by the signature of an authorized representative in the space provided below and return one signed copy to MBP.

We look forward to working with you and your staff on this and other future projects. If you have any questions, feel free to contact me at 252-717-2750 or by e-mail at [amiller@mbpce.com](mailto:amiller@mbpce.com)

Sincerely,



Andy Miller, PE, CCM  
Service Line Manager

Attachment: MBP's Standard Contract Terms and Conditions

cc: Procurement; P26138

J. Yatzeck/MBP

**AGREED AND ACCEPTED:**

Town of Swansboro

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date



**MBP CAROLINAS, INC.**  
**STANDARD CONTRACT TERMS AND CONDITIONS**

MBP Carolinas, Inc. ("MBP") has been requested to perform professional services (the "Services") for the Client (both referred to as the "Parties" or individually as a "Party"). These Services will follow the terms and conditions detailed below. The Client's acceptance of MBP's proposal, agreement, or direction to start any Services constitutes acceptance of these terms and conditions.

1. STANDARD OF CARE

The standard of care applicable to MBP's performance will be the degree of skill and care ordinarily used by members of MBP's profession performing the same or similar services under similar circumstances at the same time and in the same locality. MBP is not required to re-perform services that have already been provided unless additional compensation is given, assuming MBP's Services were made in accordance with the relevant standard of care.

2. INVOICING/PAYMENT

The Client shall pay MBP for Services and reimbursable expenses as set forth in this Agreement. Invoices may be submitted monthly and are payable in full within fifteen (15) calendar days of receipt. If Client's payment to MBP is contingent upon receipt of funds from an Owner or third party, Client shall exert reasonable and diligent efforts to collect prompt payment from the Owner. If payment is not received within thirty (30) days of the due date, MBP may, upon written notice to Client, suspend performance of Services without liability. Any amounts not paid when due shall accrue interest at the rate of 1.5% per month (or the maximum rate permitted by law), calculated from the original due date until paid.

3. ASSIGNMENTS/SUBCONTRACTING

This Agreement and the rights and duties hereunder will not be assigned, subcontracted, or transferred by either Party, in whole or in part, without the other Party's prior written approval.

4. WAIVERS

No waiver by either Party of any default by the other Party in the performance of any provision of this Agreement will operate as or be construed as a waiver of any future default.

5. REMEDIES

The rights and remedies provided in this Agreement to either Party shall be cumulative with and in addition to the rights and remedies otherwise available to either Party at law, in equity or elsewhere provided herein.

6. DELAYS

Neither Party is liable for delays or costs due to labor strikes, riots, war, government actions, epidemics, pandemics, weather conditions, natural disasters, or any other causes beyond reasonable control. MBP is not responsible for delays or costs due to Client's failure to provide timely information or approve MBP's Services, or other causes beyond MBP's control.

7. DISPUTES, JURISDICTION AND VENUE

The Parties agree and stipulate that this Agreement is entered into and shall be construed and administered by the laws of the State of North Carolina regardless of any choice of law or conflict of law principles.

8. INSURANCE

MBP shall maintain, at its own expense, adequate professional liability insurance and any other insurance coverage MBP deems appropriate to protect against claims related to the Services performed under this Agreement. MBP shall provide certificates of insurance evidencing such coverage upon request.

9. INDEMNIFICATION

MBP agrees to indemnify and hold harmless the Client from damages and liabilities including reasonable attorney fees arising from claims by third parties ("Claims") to the extent that such Claims are proximately caused by a negligent act, error, or omission of MBP or any party for whom MBP bears legal responsibility, including subconsultants, agents, or representatives. Neither Party shall be liable to the other Party under this Agreement for any indirect, special, incidental, punitive, exemplary or consequential damages.

10. SUSPENSION/TERMINATION

10.1. The Client may suspend or terminate this Agreement for convenience with seven calendar days' written notice to MBP. MBP shall be compensated for Services performed and reasonable costs incurred through the date of suspension or termination for convenience but will not receive any profit or fee for unperformed Services. If a suspension continues for a period exceeding 60 consecutive days, MBP shall have the right to terminate this Agreement by providing written notice to the Client.

10.2. A Party (the "Terminating Party") may terminate this Agreement for default with seven calendar days' written notice to the other Party (the "Party in Default"), detailing the default. The Party in Default shall have 10 calendar days from receipt of



**MBP CAROLINAS, INC.**  
**STANDARD CONTRACT TERMS AND CONDITIONS**

written notice to cure or start curing the default. The Terminating Party may terminate the Agreement if it is not cured within this period. If the Client terminates for default, MBP shall be paid for Services performed up to the termination date. If no default is found, the termination will be treated as one for convenience.

11. CHANGES

If the Client changes the Services within the scope of this Agreement, causing a cost or time adjustment, MBP will receive an equitable change in price and time, and this Agreement shall be modified in writing.

12. PROJECT SAFETY

If or when present on site, MBP shall be responsible solely for the safety of its own employees. MBP is not responsible for implementing, supervising, or coordinating project-wide safety programs or procedures, nor for their adequacy or completeness.

13. SITE OBSERVATIONS

If MBP performs site observations as part of its scope, it will report to the Client any observed defects or deficiencies; however, such observations are inherently limited, and MBP cannot guarantee that all non-compliant conditions will be identified or addressed. MBP does not supervise, direct, or control the Contractor's work, and its presence on site does not relieve the Contractor of full responsibility for construction means, methods, safety, or compliance with project requirements.

14. OWNERSHIP OF REPORTS AND OTHER WORK PRODUCT

Subject to the Client's full compliance with the Agreement, including timely payment, MBP grants a non-exclusive, revocable, royalty-free license to use its Work Product for the specified project. Any other use or modification without MBP's written consent is at the Client's sole risk, and the Client shall indemnify MBP against any such unauthorized use or modification.

15. NO THIRD-PARTY BENEFICIARIES

This Agreement does not create any third-party beneficiary rights. It benefits only the Parties and their successors and permitted assigns, as specifically provided in this Agreement. No other party has rights under this Agreement.

16. MERIT-BASED OPPORTUNITY AND NONDISCRIMINATION

The Parties agree not to discriminate against any employee or applicant for employment based on race, color, religion, sex, national origin (*Title VI and VII of the 1964 Civil Rights Act*), or age (*Age Discrimination in Employment Act of 1967*), marital status (*Virginia*

*Human Rights Act*), protected veteran status (*Vietnam Era Veterans' Readjustment Assistance Act*), individuals with disabilities (*Americans with Disabilities Act of 1990*), or other characteristics protected by applicable law.

The Parties agree that the obligations, commitments, and language in the equal opportunity clauses for VEVRAA-protected veterans (41 C.F.R. § 60–300.5(a)) and workers with disabilities (41 C.F.R. § 60–741.5(a)) are fully incorporated by reference into this Agreement. Additionally, **the parties shall abide by the requirements of 41 C.F.R. § 60–300.5(a). This regulation prohibits discrimination against qualified protected veterans and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans, and the parties shall abide by the requirements of 41 C.F.R. § 60–741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.**

17. COUNTERPARTS

The Agreement and any changes may be signed in multiple copies. Each signed copy is considered part of the original Agreement. Signatures provided by fax, email, or electronic signature platform shall be valid and binding as if original.

18. ENTIRE AGREEMENT

This Agreement and any attachments or exhibits referenced herein form the complete agreement between MBP and the Client and replace all previous written and oral agreements. Any amendments, supplements, modifications, or cancellations to this Agreement must be made through a written document signed by an authorized representative of each Party involved. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.