



BOARD OF ALDERMEN
AGENDA ITEM
1/07/26

ISSUE: Contract Authorization Ordinance 2026-26.30

PRESENTED BY: Town Manager, Alice Derian

DEPARTMENT: Administration

Background: In accordance with Ordinance 2025-25.25 which limited the Town Manager's Contracting Authority to contracts under \$40,000 without Board Approval; the attached Contract Authorization Ordinance requests for the Board to authorize the Town Manager to approve payments to TI Coastal for construction management, survey and geotechnical services up to \$243,500 for the PTC-8 Project.

Attachments: Contract Authorization Ordinance 2026-26.30, and the TI Coastal Proposal

Recommendation: Approve the Contract Authorization Ordinance as recommended.

Action Needed: Yes

Suggested Motion: *"I, -----, make a motion to approve the Contract Authorization Ordinance 2026-26.30 as presented."*

Funds: 32

Follow Up: Town Manager

**ORDINANCE NO. CA 2026-26.30
TOWN OF NORTH TOPSAIL BEACH, NC**

THE TOWN OF NORTH TOPSAIL BEACH, NORTH CAROLINA DOES ORDAIN that the PTC-8 Dune Restoration for Construction Management, Survey and Geotechnical Services Contract is awarded to TI Coastal for \$243,500.

Section I: In accordance with Ordinance 2025-25.25 Limited Town Manager's Contracting Authority to contracts under \$40,000 without Board Approval.

Section II: The PTC-8 Dune Restoration for Construction Management, Survey and Geotechnical Services Contract has the following not to exceed amount of \$243,500.

Section III The Finance Officer has determined that after adoption of Budget Ordinance 2026-26.28 sufficient funds are available in accounts 32-470-36 \$7,500, 32-470-40 \$186,000, and 32-470-42 \$50,000 to cover the cost of this contract.

Section IV: The Town Board authorizes the Town Manager, Town Attorney and Finance Officer to finalize the contract documents before a Notice to Proceed is Issued.

Section V: The Town Board authorizes the Town Manager to execute the Contract and hereby authorizes the Town Manager to approve payments to TI Coastal up to \$243,500, subject to a pre-audit certificate thereon by the Town's Finance Officer.

Section VI: Copies of this ordinance shall be furnished to the Town Manager, the Finance Officer and to the Clerk to the Board.

Adopted this 7th Day of January 2026.

Motion made by _____, 2nd by _____

VOTE: ___ FOR ___ AGAINST ___ ABSENT

RICHARD GRANT , **MAYOR**

WAYNE JOHANNESSEN, **FINANCE OFFICER**

**PROFESSIONAL SERVICES AGREEMENT FOR PTC-8 DUNE
NOURISHMENT – CONSTRUCTION MANAGEMENT, SURVEY AND
GEOTECHNICAL SERVICES**

Town of North Topsail Beach, North Carolina

This Agreement is made and entered into as of the 7th day of January, 2026 (“Effective Date”), by and between:

Town of North Topsail Beach, a North Carolina municipal corporation (“Town”) and TI Coastal Services, Inc. (“Contractor”).

1. Scope of Services

Contractor shall provide the services described in Exhibit A – Scope of Services and Cost Estimate provided by Contractor, which is attached hereto and incorporated by reference (the “Services”). Contractor shall perform the Services in a professional and workmanlike manner consistent with applicable standards and all applicable federal, state, and local laws.

2. Contract Sum; Limitation on Cost

The total compensation payable by the Town under this Agreement shall not exceed the amount stated in Exhibit A (“Contract Sum”). Under no circumstances shall the Contract Sum be increased without the Town’s prior written approval, executed by the Town Manager or designee and supported by a valid pre-audit certificate. Any services performed or costs incurred in excess of the approved Contract Sum without such written approval shall be at Contractor’s sole risk and expense and shall not be payable by the Town.

3. Term

Unless otherwise outlined in Exhibit A, in which case said timeline, deadline, or schedule shall control the provision of services under this Agreement, this Agreement shall commence on the Effective Date and shall continue until completion of the Services, unless sooner terminated as provided herein. Time is of the essence and must be completed no later than April 1, 2026.

4. Payment

Payment shall be made upon submission of detailed invoices reasonably detailing the Services performed and in accordance with Town payment policies and North Carolina law, subject to availability of appropriated funds and the Pre-Audit Certificate set forth herein.

5. Performance and Payment Bonds

If the Contract Sum exceeds Three Hundred Thousand Dollars (\$300,000), Contractor shall, prior to commencing any work, furnish the Town with a performance bond and a payment bond, each in an amount equal to one hundred percent (100%) of the Contract Sum, executed by a surety company authorized to do business in the State of North Carolina, as required by N.C. Gen. Stat. § 44A-26. Failure to furnish the required bonds shall constitute a material breach of this Agreement and grounds for termination.

6. Independent Contractor; Insurance

Contractor is an independent contractor and not an employee, agent, or partner of the Town. Contractor shall, at its own expense and for the duration of this Agreement, maintain all insurance required by law, including workers' compensation insurance where required, and commercial general liability insurance in an amount not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate for bodily injury or property damage arising from premises, operations, independent contractors (including tort liability of another assumed in a business contract. Upon request of the Town Manager or designee, Contractor shall furnish certificates of insurance evidencing such coverage. Failure to maintain required insurance shall constitute a material breach of this Agreement. Nothing in this provision shall operate as a waiver of the Town's governmental and/or sovereign immunity, any such immunity is expressly preserved.

7. Compliance with Laws

Contractor shall comply with all applicable federal, state, and local laws, ordinances, rules, and regulations.

8. E-Verify Certification

As a condition of payment under this agreement, Contractor shall comply with the requirements of Article 2 of Chapter 64 of the General Statutes to the extent legally applicable. Further, if Contractor provides services to Client utilizing a subcontractor, Contractor shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the General Statutes to the extent legally applicable. Contractor shall verify, by affidavit, compliance with the terms of this section upon request by Client.

9. Iran Divestment.

Contractor certifies that it is not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. § 147-86.58. Individuals or companies on the Final Divestment List are ineligible to contract or subcontract with Local Government Units. (G.S. § 147-86.60) It is the responsibility of each vendor or contractor to monitor compliance with this restriction.

10. Israel Boycott.

Contractor certifies that it has not been designated by the North Carolina State Treasurer as a company engaged in the boycott of Israel pursuant to N.C.G.S. § 147-86.81. It is the responsibility of Contractor to monitor compliance with this restriction.

11. Assignment

Contractor shall not assign this Agreement without prior written consent of the Town.

12. Indemnification

To the extent permitted by North Carolina law, Contractor shall indemnify and hold harmless the Town for Contractor's negligent acts or omissions.

13. Termination

The Town may terminate this Agreement for convenience upon written notice.

14. Amendment

This Agreement may not be amended except by written instrument executed by both parties.

15. Governing Law and Forum

This Agreement shall be governed by North Carolina law with exclusive venue in the General Court of Justice in Onslow County.

16. Entire Agreement

This Agreement, including all exhibits and attachments incorporated by reference, constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes all prior or contemporaneous negotiations, representations, or agreements, whether written or oral. No amendment or modification of this Agreement shall be valid unless in writing and executed by both parties.

[SIGNATURE PAGE TO FOLLOW]

TOWN OF NORTH TOPSAIL BEACH

By: _____

Alice Derian, Town Manager

Date: _____

CONTRACTOR

By: _____

Name: _____

Title: _____

Date: _____

PRE-AUDIT CERTIFICATE

This instrument has been pre-audited in the manner required by N.C. Gen. Stat. § 159-28(a). 32-40-36 \$7,500; 32-470-40 \$186,000; 32-470-42 \$25,000; 32-470-42 \$25,000. Total Not to Exceed \$243,500.

Finance Officer

Town of North Topsail Beach

Date: _____

EXHIBIT A

SCOPE OF SERVICES AND COST ESTIMATE



TI Coastal Services, Inc.
P.O. Box 11056
Wilmington, NC 28404
910.512.3096

December 11, 2025

VIA E-MAIL: fway@appliedtm.com

**RE: North Topsail Beach Dune Restoration Truck Haul
Proposal to Perform Construction Management, Survey, and Geotechnical Services**

Dear Mr. Way,

Thank you for the opportunity to provide a quote for survey services associated with the upcoming FEMA dune restoration project in North Topsail Beach. As we understand this project, this will be the continuation of work that was not completed within last spring's environmental moratorium and should last approximately 2 months in time. Sand will be brought to the beach via truck haul and placed within the designed dune template to replace sand lost during recent hurricanes. The anticipated start date is projected in January 2026 and concluding by March 2026. This work is confined to the upland portion of the beach and only includes topographic surveys and stakeout.

Preconstruction surveys will be completed by mid-December to allow for final dune design prior to construction beginning. These will include transects on 1000-foot intervals covering from the back dune area to below the Mean High Water contour, covering the entire placement area. This will provide current site conditions and allow for final template adjustments prior to the startup of construction. A few days prior to hauling operations beginning, TI Coastal will conduct BD pay surveys on 100 foot transect spacing within the fill area, documenting any potential changes to the beach profile between pre construction and fill operations beginning. Daily surveys will be conducted from this point forward while hauling operations are actively occurring. Upon completion of daily survey operations, cross sections will be emailed out. TI Coastal will also provide weekly progress reports as well as volume calculations upon request.

In the event of a major storm event that will shut the project down, we will survey all partially completed sections to account for storm related losses in areas not yet accepted. Prior to re-start, we would conduct new pre-placement surveys for the area.

To be in compliance with the NC State Sediment Criteria rules, we will collect one representative sample from each completed AD survey station from the dune face or crest. The collected field sample will be representative of the sand placed adjacent to the profile. Each sample will be analyzed in our USACE approved geotechnical laboratory for grain size and calcium carbonate content. These will be collected daily as fill advanced along the beachfront and a report sent out the NCDEQ and USACE on a weekly basis.

Pre-Construction Survey (lump sum)		\$ 7,500	32-470-36
Construction Management and Surveys (\$3,100/day)	\$93,000/month x 2 =	\$186,000	32-470-40
Sieve Analysis (\$125/sample, estimated 200 Samples)		\$ 25,000	32-470-42
Calcium Carbonate (\$125/sample, estimated 200 Samples)		\$ 25,000	32-470-42
Not To Exceed		<u>\$243,500</u>	

Construction Management and Geotechnical Analysis billed at a unit rate. Billing will be based on actual units. Daily rate is 7 days per week unless contractor is down more than 5 days in a row due to major mechanical or weather delays. Quoted monthly rate assumes a 30-day month

Thank you again for providing us the opportunity to provide a quote for this work. If you have questions or need anything else, please let me know and we look forward to working with ATM on this project.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Jamie Pratt', is written over a light blue horizontal line.

Jamie Pratt, Executive Vice President
jcpratt@ticoastal.com