



BOARD OF ALDERMEN
AGENDA ITEM
1/07/26

ISSUE: Contract Authorization Ordinance 2026-26.29

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 ATM for coastal engineering up to \$68,667 for the PTC-8 Project.

Attachments: Contract Authorization Ordinance 2026-26.29, and the ATM Proposal

Recommendation: Approve the Contract Authorization Ordinance as recommended.

Action Needed: Yes

Suggested Motion: *"I, -----, make a motion to approve the Contract Authorization Ordinance 2026-26.29 as presented."*

Funds: 32

Follow Up: Town Manager

ORDINANCE NO. CA 2026-26.29
TOWN OF NORTH TOPSAIL BEACH, NC

THE TOWN OF NORTH TOPSAIL BEACH, NORTH CAROLINA DOES ORDAIN that the PTC-8 Coastal Engineering Contract is awarded to ATM for \$68,667.00.

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 Coastal Engineering Contract has the following not to exceed amount of \$68,667.

Section III The Finance Officer has determined that after adoption of Budget Ordinance 2026-26.28 sufficient funds are available in accounts 32-470-32 \$4,500, 32-470-33 \$12,500, 32-470-40 \$36,667, 32-470-41 \$7,500, and 32-470-42 \$7,500 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 ATM up to \$68,667, 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 COASTAL ENGINEERING COORDINATION**

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
ATM, A Geosyntec Company (“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). 32-470-32 \$4,500; 32-470-33 \$12,500; 32-470-40 \$36,667;

\$32-470-41 \$7,500; 32-470-42 \$7,500. Total Not to Exceed \$68,667.00

Finance Officer

Town of North Topsail Beach

Date: _____



A Geosyntec Company

POST OFFICE BOX 20336
CHARLESTON, SC 29413-0336
(843) 884-8750 FAX (843) 884-8935
www.appliedtm.com

EXHIBIT A SCOPE OF SERVICES AND COST ESTIMATE

December 9, 2025

Ms. Alice Derian
Town Manager
2008 Loggerhead Court
North Topsail Beach, NC 28460

RE: Proposal for Coastal Engineering Services – Potential Tropical Cyclone 8 (PTC-8) dune nourishment coordination – Winter 2026

Dear Ms. Derian:

ATM has developed the following scope of services for the Town of North Topsail Beach to complete the work on FEMA mitigation for Potential Tropical Cyclone 8 (PTC-8). The ATM and TI Coastal team will build upon previous efforts for this project. This proposal effort also relies on the PTC-8 probable cost estimate developed for and submitted to FEMA.

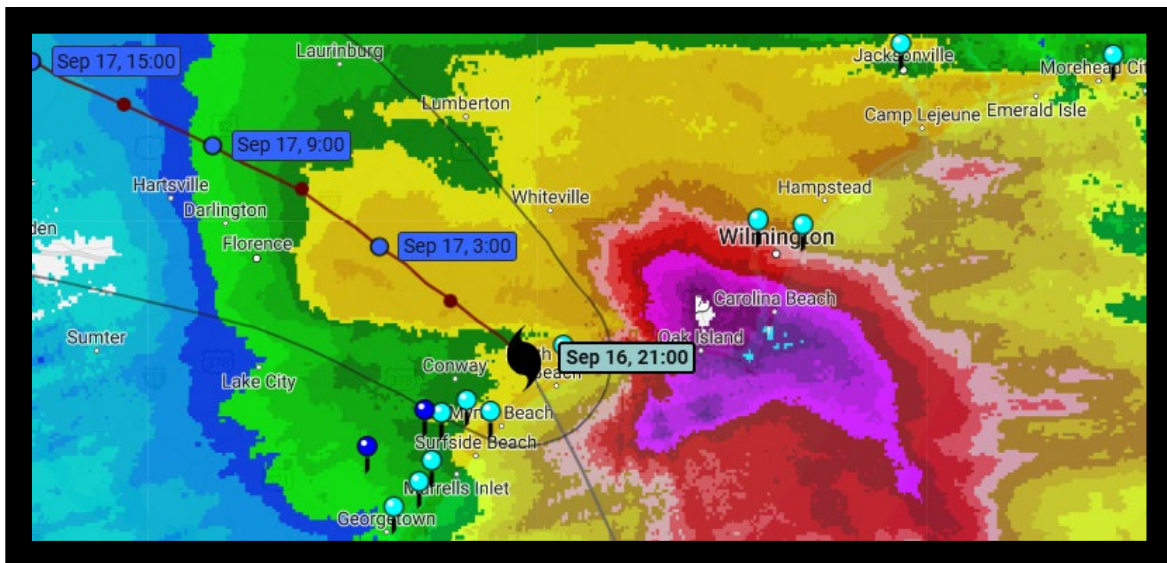


Figure 1: PTC-8 cumulative rainfall total.

Approximately 53,000 cy of FEMA mitigation remains to be placed for PTC-8. The project placed approximately 8,000 cy last April/May, prior to the onset of turtle nesting season.

Provided herein is a scope of services and cost estimate for the following tasks:

1. Project Regulatory Coordination – Updating permit sheets based on pre-project survey and current field conditions. CAMA discussions on volumes, project footprint, pre-project meeting, discussions with USFWS, NCWRC, etc.

2. Pre-Construction Data Analysis and Design updates – Updating the design based on the latest survey and current conditions.
3. Construction Administration – General construction phase support, payment review, geotech sampling review, and surveyed as-built review. Estimated 8 weeks of work.
Construction observation includes:
 - Daily log review of contractor activities.
 - Daily sand samples taken on-site, and weekly sampling compiled and tested.
 - Submission of logs to NCDQM/USACE as required by permit.
 - Weekly inspection reports and sediment sampling data (from daily samples).
 - Contractor/Town/Regulatory coordination.
 - Payment Progress Surveys and Review.
 - Borrow Area coordination.
4. Post-Construction Monitoring - Developing as-builts and project summary for submittal to CAMA.
5. Regulatory Coordination and Closeout - CAMA and NCEM/FEMA coordination and submittals.

NOTE – TI Coastal will also require daily construction surveying during the project and that effort is not included herein and will be contracted separately prior to project construction. TI Coastal will invoice separately from ATM invoices.

SUMMARY ESTIMATE OF PROFESSIONAL LABOR FEES

Table 1 presents the fee estimates for the described scope of services. NOTE – TI Coastal effort is not included in Table 1 and TI Coastal will invoice separately from ATM invoices. All billing will be time and materials based on expended work effort. The below task estimates represent not-to-exceed amounts that will not be exceeded without Client's advance written consent.

Table 1: ATM Professional Fee Estimate

	Task	Description	ATM Professional Fee Estimate ¹
32-470-33	1	Project Regulatory Coordination	\$12,500
32-470-32	2	Pre-Construction Data Analysis and Design updates	\$4,500
32-470-40	3	Construction Administration	\$36,667
32-470-41	4	Post-Construction Monitoring	\$7,500
32-470-42	5	Regulatory Coordination and Closeout	\$7,500
		TOTAL	\$68,667

1. Fee estimate includes labor and field equipment charges only, at ATM's 2025 Standard Rates.