

Service Order  
Effective Date: February 13, 2024  
Project No. AT18-3309

This Service Order is issued pursuant to and subject to the terms and conditions of the Professional Services Agreement (“Agreement”) between Town of North Topsail Beach, NC (“Client”) and Geosyntec Consultants of N.C., PC, dba ATM of NC (ATM) and its subsidiaries and affiliates (collectively “Geosyntec”) dated July 1, 2022, which is hereby incorporated herein by reference. Capitalized terms used in this Service Order are defined in the Agreement.

**Project Name, Description and Location of Project Site:** Town of North Topsail Beach, FEMA Category G Phase 5 Shoreline Tranche Two Truck Haul, Phase 1 nourishment for Spring 2024 and Phase 4 nourishment coordination.

**Service Order Authorized Representatives:**

For: Town of North Topsail Beach  
Name: Alice Derian  
Address: 2008 Loggerhead Court  
North Topsail Beach, NC 28460  
Telephone #: 910-328-1349  
Email Address: sftisn#northtopsailbeachnc.gov

For Geosyntec:  
Name: Eric Nesbit  
Address: 941 Houston Northcutt Blvd., Suite 201  
Mt. Pleasant, SC 29464  
Telephone #: 843-414-1040  
Email Address: enesbit@geosyntec.com

**Scope of Services, Schedule and Compensation:**

Geosyntec will perform the services (“Services”) at Client’s site located at North Topsail Beach, NC (“Project Site”), in accordance with the Scope, Schedule and Compensation set forth in Geosyntec’s offer to render services dated February 13, 2024 (“Offer”) and/or as described on separate pages attached to this Service Order as Exhibit A, and incorporated herein. For time and materials compensation, if a rate schedule is not included in the Offer or attached hereto, Geosyntec’s standard rates in effect as of the Effective Date above shall apply.

**Basis of Compensation:**

- on a time and materials basis subject to a budget of \$150,000 (for ATM tasks only) which will not be exceeded without Client’s advance written consent.
- on a lump sum basis in the amount of \_\_\_\_\_, subject to mutually acceptable equitable adjustments as the Services are amended.
- on a lump sum basis in the amount of \_\_\_\_\_ for Tasks \_\_\_ to \_\_\_\_\_ plus reimbursable expenses as set forth in the Offer or in Exhibit A.
- on a lump sum basis in the amount of \_\_\_\_\_ for Tasks \_\_\_ to \_\_\_\_\_ plus reimbursable expenses, and on a time and materials basis subject to an initial budget of \_\_\_\_\_ for Task \_\_\_\_\_, as set forth in the Offer or in Exhibit A.

**Additional Terms and Conditions:** None.

**IN WITNESS WHEREOF**, the Parties hereby accept the terms of this Service Order as executed by their duly authorized representatives, as follows:

Town of North Topsail Beach

Geosyntec Consultants of N.C., PC, dba ATM of NC

By: \_\_\_\_\_  
Name: Alice Derian  
Title: Town Manager  
Date of Signature:

By: \_\_\_\_\_  
Name: Eric Nesbit  
Title: Vice President  
Date of Signature:

List of Attachments: Exhibit A – Scope of Services and Rate Schedule

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.



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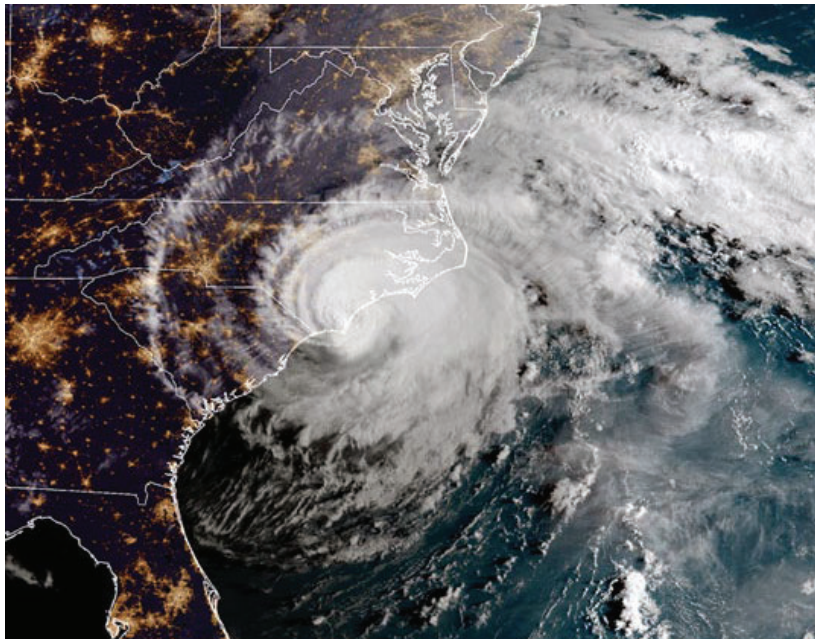
February 13, 2024

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

RE: Proposal for Coastal Engineering Services – FEMA Category G Phase 5 Shoreline Tranche Two Truck Haul, Phase 1 nourishment for Spring 2024 and Phase 4 nourishment coordination

Dear Ms. Derian:

ATM has developed the following scope of services for the Town of North Topsail Beach to continue with FEMA mitigation for Phase 5 as well as the Phase 1 and Phase 4 nourishments. The ATM and TI Coastal team will build upon its previous efforts for this project.



*Figure 1: Hurricane Florence satellite image.*

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

1. Phase 5 Construction Phase Support, Payment Review, Geotech Sampling, and Surveying. The Town of North Topsail Beach is committed to ensuring that only beach quality material is placed on the beach. To this end (and to ensure permit condition

**Coastal, Environmental, Marine, and Water Resources Engineering**

compliance), construction observation is required. Work scheduled for February to April 2024. 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 NCDRCM/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.
2. Phase 1 Construction Phase Support, Payment Review, Geotech Sampling, and Surveying. Estimated 6 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 NCDRCM/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.
  3. Phase 4 Construction Phase Support, Payment Review, Geotech Sampling, and Surveying. Work anticipated late April 2024, then beginning November 16, 2024 until completion (estimated 5 month time span). 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 NCDRCM/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. Sediment Laboratory Analysis- Sieve Analysis (as required by permit). 300 samples assumed.
  5. Sediment Laboratory Analysis- Calcium Carbonate Analysis (as required by permit). 300 samples assumed.
  6. Regulatory Coordination. An additional task is proposed for coordination with NC DCM, FEMA and any other agencies in regard to funding and beach nourishment. ATM will provide continued support and coordination in order to expedite the relatively lengthy and complex permitting and reimbursement processes. ATM will assist the Town with preparation of reimbursement requests as needed. This task is an allowance and will be billed on a time and materials basis, as necessary.

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**SUMMARY ESTIMATE OF PROFESSIONAL LABOR FEES**

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Table 1 presents the fee estimates for the described scope of services. NOTE – TI Coastal estimated effort is presented only for information/scheduling purposes and TI Coastal will invoice separately from ATM invoices. All billing will be time and materials based on expended work effort.

*Table 1: ATM Professional Fee Estimate*

Task	Description	ATM Professional Fee Estimate <sup>1</sup>	TI Coastal Professional Fee Estimate
1	Construction Management and Administration – Phase 5	\$45,000	\$325,000
2	Construction Management and Administration – Phase 1	\$25,000	\$150,000
3	Phase 4 Nourishment Coordination and Management – Phase 4	\$60,000	\$500,000
4	Sieve Laboratory Analysis (300 samples)	-	\$22,000
5	Calcium Carbonate Laboratory Analysis (300 Samples)	-	\$26,000
6	Regulatory Coordination	\$20,000	-

1. Fee estimate includes labor and field equipment charges only, at ATM's 2024 Standard Rates.



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**RATE SCHEDULE - 2024**

1. The hourly labor rates to be used at Applied Technology and Management (ATM) for this project are shown below:

<b>LABOR CATEGORY</b>	<b>HOURLY RATE</b>
Senior Principal	\$ 245-\$315/hr
Principal	\$ 215-\$270/hr
Senior Professional	\$ 190-\$240/hr
Project Professional	\$ 185-\$210/hr
Professional	\$ 160-\$200/hr
Senior Staff Professional	\$ 130-\$160/hr
Staff Professional	\$ 110-\$150/hr
Senior Designer/CAD	\$ 120-\$150/hr
Designer/CAD	\$ 120-\$140/hr
Technical Editor	\$ 115-\$130/hr
Project Administrator	\$ 80-\$100/hr
Field Technician	\$ 110-\$120/hr
Administrative Assistant	\$ 80-\$100/hr
Site Manager	\$ 120-\$160/hr

These rates include overhead profit and such statutory and customary fringe benefits as social security contributions, sick leave, unemployment, excise and payroll taxes, workmen’s compensation, health and retirement benefits, bonuses, annual leave and holiday pay.

2. A Technology Fee for technological applications and services including computers, software, telecommunications, and reproduction will be billed at 5% of total professional labor fees.
3. Reimbursable direct expenses shall mean the actual expenses associated with travel, subsistence, materials, and overnight delivery costs and shall be invoiced at cost plus an administrative fee of 10%.
4. A ten percent (10%) service charge will be applied to all work provided by Subcontractors directly managed by ATM in the execution of professional consulting and contract laboratory or analysis services.

## **Miscellaneous Additions**

### 11.06 *E-Verify Certification*

- A. 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 Owner 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 Owner.

### 11.07 *Iran Divestment Act*

- A. 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.

### 11.08 *Israel Boycott Contracting Prohibition*

- A. 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.