



TI Coastal, PLLC
387-B North Green Meadows Dr.
Wilmington, NC 28405



**Task Order Scope
for
*Construction Management Surveys &
Geotechnical Quality Control
Phase 4 Truck Haul*
North Topsail Beach
November 2024 to May 2025**



PROFESSIONAL SERVICES AGREEMENT (Task Order)

This Task Order Agreement between the Town of North Topsail Beach (hereafter called "TOWN"), and TI Coastal, PLLC (hereafter called "TIC") is effective as of November 25, 2024.

TIC represents that it has the knowledge, skills, and equipment to provide the engineering services outlined within the Scope of Work, therefore the Town and TIC agree as follows:

Terms of Agreement

The terms of this agreement shall begin from the date of written authorization and extend through the completion of the Scope of Work.

Scope of Work

Services provided by TIC shall include and be limited to the items outlined within the Scope of Work. Any services requested by the TOWN outside the proposed SOW shall be deemed additional services.

Compensation

1. The Professional Services outlined in the SOW are a Maximum, Not Exceed Amount of \$437,220.00.
2. All tasks shall be billed and compensated on a monthly basis in accordance with the SOW. Construction Management Surveys and associated work products shall be billed at the daily rate. All other tasks will be billed on a monthly Time and Materials basis in accordance with the attached Rate Sheet.
3. The Total Fee for the task order shall not exceed the estimate without prior written consent from the Town.
4. Rates provided are FY25 rates and shall increase by 2% at the beginning of each calendar year.
5. TOWN requested changes in Scope or Additional Services requested by the TOWN shall be billed according to the Time & Materials Rate Sheet provided.

Method of Payment

TIC will invoice the TOWN for Professional Services rendered and direct costs incurred under this agreement monthly. TIC shall bill the TOWN monthly for any additional services rendered outside of the written Scope. The TOWN shall make full payment within thirty (30) calendar days of receipt of an invoice.

If the TOWN fails to make payment within 30 days, TIC reserves the right to suspend services under this Agreement without waiving any claim or right against the TOWN until TIC has been paid in full for the services rendered.



Delays

TIC shall begin work upon receipt of the signed Agreement or a Written Notice to Proceed from the TOWN. In the event that the performance of TIC’s services is delayed by causes beyond the reasonable control of TIC, TIC shall not be held liable for damages resulting from such delays. TIC will advise the TOWN, in writing, of any delays, including a description of the delay and any additional costs or consequences incurred to the project as a result of the delay.

Insurance

TIC shall, at its sole cost and expense, maintain insurance that will protect it from claims under worker’s compensation acts, disability benefit laws, or similar employee benefit laws. TIC will also carry insurance to protect from claims for injury to or destruction of tangible property, including the loss of use resulting from the action of TIC or its employees in its performance of the work under this Agreement.

Termination of the Agreement

The TOWN and TIC both reserve the right to terminate this Agreement upon thirty (30) days written notice to the other party, in the event the other party substantially fails to comply with the terms of this agreement. In the event of termination, TIC shall be compensated for all services rendered up to the date of termination.

Signature

Signature of the Agreement by a duly authorized agent of the TOWN shall constitute acceptance of the terms of this Agreement and act as Notice to Proceed.

OWNER: The Town of North Topsail Beach

Address: 2008 Loggerhead Court
North Topsail Beach, NC 28460

By: _____
(Signature)

_____ (Date)

TI Coastal, PLLC

387-B N. Green Meadows Dr.
Wilmington, NC 28405
(910) 821-1358

By: _____

November 25, 2024



CERTIFICATION

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

Municipal Finance Officer signature

Date

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

Iran Divestment Consultant 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.

Israel Boycott Consultant 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 Consultant to monitor compliance with this restriction.

Scope and Estimate

Daily Construction Management (Daily Rate)

Daily Surveys (to be conducted every day the contractor works)

Daily construction include the collection of Pre-Placement (BD), Post Placement(AD) and Conditional Profiles of the work area. Surveys shall included topographic surveys on a 100 ft spacing with data points collected every 20 feet and at visible breaks in the topography. Pre-Placement surveys shall be maintained a minimum of 1,000 feet ahead of the active placement area. Condition Surveys shall be conducted from the last passing station to 300 feet ahead of the active work station. Daily plots of any new Pre-Placement Profiles and Condition Survey Profiles containing day's conditions, the Pre-placement conditions and the template shall be supplied to the engineer, contractor and Town prior to the next working day. Once approved by the Engineer as passing, Condition Surveys shall be considered Post-Placement and added to the master AD file for use in pay volume calculations.

Grade Staking

Pre-Placement surveys shall include placing a steel stake (1/2" conduit) at the elevation and range of the upland tie-in, at the berm crest, flagged at the template elevation and a stake at the off-shore tie-in or -3.0 NAVD 88 contour, with flagging at the template elevation if the template tie-in is beyond that contour.

All stakes shall be engraved with a catalog number and their x,y coordinate recorded in a field book for recovery verification after the construction area is accepted. The removal of each grade stake shall be recorded in field book.

Volume Calculations

Volume calculations for the project shall be calculated in place using the average end area method. The area between the BD and the template shall be calculated for each profile. If there is a remaining void under the template, but above the AD profile, upon acceptance the profile the area shall be calculated. The placed (pay area) shall be the BD area minus any AD area. The volume placed shall be the Pay Area of adjacent stations, divided by 2 and multiplied by the distance between stations. A spreadsheet of the volume calculations shall be maintained and updated every 3 days by TIC.

Progress Maps

Each Thursday, a Progress Map of the area completed, the active work area, and the estimate timing of future fill shall be generated and supplied to the Engineer, the Town, the Contractor, NCDEQ, and the USACE.

Geotechnical Quality Control

Per state regulations, (15A NCAC 07H.0312), a surficial sample of the beachfill shall be collected every 100 ft as placed. The sediment shall be tested for grain size, silt content, calcium carbonate content, and Munsell color to assure environmental similarity to the native beach conditions.

TI Coastal survey crews shall collect a sample from any completed sections each day. Our in house USACE approved geotechnical laboratory shall perform dry sieve and acid reduction analysis, as well as perform Munsell Classifications. A report of all samples collected Tuesday-Tuesday shall be provided to the Engineer, the Town, the Contractor, NCDEQ, and the USACE as part of the weekly report.

Estimated Cost

<u>Item</u>	<u>Rate</u>	<u>Est. Quantity</u>	<u>Total</u>
1. Construction Management Surveys	\$2,900/day	135 days	\$391,500
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2. Geotechnical Quality Control			
a. Grain Size Analysis	\$125	127	\$15,875
b. Acid Digestion	\$135	127	\$17,145
c. Munsell Classification	\$100	127	\$12,700
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	Total	\$360	127
			\$45,720

Grand Total

\$437,220