

NOTICE OF AWARD

Date of Issuance: March 3, 2020

Owner: Town of Oriental

Owner's Project No.:

Engineer: Quible & Associates, P.C.

Engineer's Project No.: P18123

Project: Whittaker Pointe Shoreline Stabilization and Restoration

Contract Name: Whittaker Pointe Shoreline Stabilization and Restoration

Bidder: Carolina Marine Structures, Inc.

Bidder's Address: 8443 Caratoke Hwy, Suite A, Powells Point, NC 27966

You are notified that Owner has accepted your Bid dated February 20, 2020 for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

Installation of rock sills, vertical wavebreak structures, sand fill for wetland and upland restoration, plantings, oyster shell enhancements, and site stabilization along a peninsular parcel of land in Oriental, North Carolina.

The Contract Price of the awarded Contract is \$1,983,545.00. Contract Price is subject to adjustment based on the provisions of the Contract, including but not limited to those governing changes, Unit Price Work, and Work performed on a cost-plus-fee basis, as applicable.

Three unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award, or has been transmitted or made available to Bidder electronically.

Drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

1. Deliver to Owner three counterparts of the Agreement, signed by Bidder (as Contractor).
2. Deliver with the signed Agreement(s) the Contract security (such as required performance and payment bonds) and insurance documentation, as specified in the Instructions to Bidders and in the General Conditions, Articles 2 and 6.
3. Other conditions precedent (if any): none

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within 10 days after you comply with the above conditions, Owner will return to you one fully signed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner: Town of Oriental

By (signature): _____

Name (printed): _____

Title: _____

Copy: Engineer

Quible

Quible & Associates, P.C.

ENGINEERING • ENVIRONMENTAL SCIENCES • PLANNING • SURVEYING
SINCE 1959

P.O. Drawer 870
Kitty Hawk, NC 27949
Phone: 252-491-8147
Fax: 252-491-8146
web: quible.com

February 27, 2020

Ms. Diane Miller
Town of Oriental Manager
507 Church Street
Oriental, NC 28571

Re: **Whittaker Pointe Shoreline Stabilization and Restoration**
Town of Oriental, Pamlico County, North Carolina
Quible Project No. 18123

Dear Ms. Miller,

Bids for the above referenced project were received and opened at 2:00pm on Monday February 24, 2020 at Town Hall. The low bidder for the Whittaker Pointe Shoreline Stabilization and Restoration Project is Carolina Marine Structures, Inc. with a Total Base Bid of \$1,983,545.00 and a Total Optional Alternative Bid of \$1,612,791.00. The Contractor has confirmed the provided base bid amounts. The Bid documents and Contractor's qualifications have been reviewed and are found to be satisfactory.

Based upon our evaluations, we recommend acceptance of the Total Base Bid in the amount of \$1,983,545.00 if it is confirmed that the grant funds awarded are sufficient. The Optional Alternative Bid involves trucking of all rock and sand to Whittaker Pointe on neighborhood roads that are currently in poor condition, including White Farm Rd. and Maritime Dr. Since grant funds available for the project cannot include road repair/reconstruction, moving forward with the Base Bid is recommended.

The following Bid Documentation is enclosed for your reference:

- Bid Tabulation Form
- Public Advertisements for Bid
- Contractor Bid Form
- Contractor Bid Bond
- General Contracting License
- Bid Confirmation Email from Contractor
- Copy of Notice to Award
- Copy of Contract

Please do not hesitate to contact me at 252.491.8147 should you have any questions or concerns.

Sincerely,
Quible & Associates, P.C.



Brian D. Rubino, P.G., Project Manager

	Carolina Marine Structures	TJ's Marine Construction	Sawyer's Land Development
Lump Sum Base Bid	\$1,983,545.00	\$2,796,730.00	\$4,907,102.00
Unit Price for Rock Sill Material- Base Bid (CY)	\$190.00	\$187.00	\$458.42
Unit Price for Sand Fill (CY)	\$48.00	\$75.00	\$173.80
Lump Sum Optional Alternate Bid	\$1,612,791.00	NO BID	\$2,058,445.00
Unit Price for Rock Sill Material- Opt. Alt. (CY)	\$150.00	NO BID	\$196.00
Unit Price for Sand Fill- Opt. Alt. (CY)	\$39.00	NO BID	\$35.00
Bid Bond Included	YES	YES	YES
Evidence to do Business in NC Included	YES	YES	YES
Unlimited Contractor's License	YES	YES	YES
Bidder Qualification Statement	YES	YES	YES
Minority Business Participation Forms	YES	YES	YES

Proof

Client	QUIBLE & ASSOCIATES, PC BRIAN RUBINO, PG	Phone	(252) 491-8147
Address	PO DRAWER 870 KITTY HAWK, NC 27949	EMail	brubino@quible.com
		Fax	
AD #	972295	Requested By	QUIBLE & ASSOCIATES, PC BRIAN RUBINO, PG
Class	2610	PO #	
Start Date	01/11/20	Created By	ANN.TAYLOR
End Date	01/12/20	Creation Date	01/06/2020
Run Dates	3	Dimensions	1 X 5.0
Pubs	Washington Daily News, The Wash- ingtonDailyNews.com	Price	\$119.80
Order #	0		
Sales Rep	Ann Taylor	Phone	
		EMail	ann.potter@hometownwant- ads.com
		Fax	

ADVERTISEMENT FOR BIDS

The Town of Oriental (Owner) is requesting Bids from qualified (licensed) contractors for the Whittaker Pointe Shoreline Stabilization and Restoration Project.

Sealed Bids for the construction of the Project will be received at the Town Hall of the Town of Oriental located at 507 Church St. (PO Box 472), Oriental, NC 28571, until Friday, February 14, 2020 at 2:00 pm local time. At that time the Bids received will be publicly opened and read.

The Project includes the following Work:

Installation of rock sills, vertical wavebreak structures, sand fill and grading for wetland and upland restoration, and site stabilization, including habitat enhancement along a peninsular parcel of land in Oriental, North Carolina.

Complete plans and specifications for this project can be obtained from Quible & Associates, P.C. at 8466 Caratoke Highway, Bldg. 400 Powells Point, North Carolina 27966. (252) 491-8147.

Plan Deposit \$100.00

The County reserves the unqualified right to reject any and all proposals.

Page : 1 of 1 01/06/2020 14:19:59
Order Number : 15509631
PO Number :
Customer : 75070697 Quible & Associates, P.C.
Contact :
Address1 : 8466 Caratoke Highway, Bldg. 400
Address2 :
City St Zip : Powells Point NC 27966
Phone : (252) 491-8147
Fax :
Printed By : Gwen Landry
Entered By : Gwen Landry
Keywords : Whittaker Pointe Shoreline Stabilization & Restora
Notes :
Zones :

Ad Number : 17011033
Ad Key :
Salesperson : GL - Gwen Landry
Publication : New Bern Sun Journal
Section : Classifieds
Sub Section : Classifieds
Category : 015 Legal Notices
Dates Run : 01/12/2020-01/12/2020
Days : 1
Size : 2 x 3.00, 27 lines
Words : 161
Ad Rate : L1
Ad Price : 209.50
Amount Paid : 0.00
Amount Due : 209.50

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Plan Deposit \$100.00

The County reserves the unqualified right to reject any and all proposals.

January 12, 2020 (adv)

BID FORM FOR CONSTRUCTION CONTRACT (REVISED 2/13/2020)

The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 1—OWNER AND BIDDER

- 1.01** This Bid is submitted to: Town of Oriental, 507 Church St., Oriental, NC 28571
- 1.02** The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form Included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2—ATTACHMENTS TO THIS BID

- 2.01** The following documents are submitted with and made a condition of this Bid:
- A. Required Bid security;
 - B. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such authority within the time for acceptance of Bids;
 - C. Contractor's license number as evidence of Bidder's State Contractor's License or a covenant by Bidder to obtain said license within the time for acceptance of Bids;
 - D. Required Bidder Qualification Statement with supporting data; and
 - E. Minority Business Participation Forms
 - 1. Section 01600 (Pages 1 – 6)
 - 2. Affidavit A and B

ARTICLE 3—BASIS OF BID—LUMP SUM BID AND UNIT PRICES

3.01 Lump Sum Base Bid- The Base Bid requires all rock and sand to be transported to the Site by barge. No hauling of these materials to the Site directly by truck.

A. Bidder will complete the Work in accordance with the Contract Documents for the following lump sum (stipulated) price(s), together with any Unit Prices indicated in Paragraph 3.02.:

1. Lump Sum Base Bid Prices

Total Base Bid Price (Total of all Lump Sum Base Bid, excluding Unit Price Bids in 3.02 (A))	\$ <u>1,983,545.00</u>
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ONE MILLION NINE HUNDRED EIGHTY THREE THOUSAND FIVE HUNDRED FORTY FIVE Dollars

- I. Sill Section 1: 1,534 LF
 - a. Rock (5,830CY) and Install.....\$ 4,107,700.00
 - b. Rock Underlayment Fabric*\$ 29,053.00
 - c. Vertical Breakwall (100 LF).....\$ 55,000.00
- II. Sill Section 2: 444 LF
 - a. Rock (1,688CY) and Install.....\$ 317,344.00
 - b. Rock Underlayment Fabric*\$ 7,252.00
 - c. Vertical Breakwall (20 LF).....\$ 11,000.00
- III. Sill Section 3: 448 LF
 - a. Rock (896 CY) and Install.....\$ 169,344.00
 - b. Rock Underlayment Fabric*\$ 5,229.00
- IV. Sand Fill Areas
 - a. Sand Volume (4,400 CY)\$ 211,700.00
 - b. Excelsior Fabric; for upland restoration areas only*\$ 9,450.00
 - c. Reinforced Silt Fencing**\$ 13,626.00
- V. Restoration Areas Seeding
 - a. Riparian Seed Mix*** (allowance)\$ 2,000.00
- VI. Access and Staging Areas Reclamation****
 - a. Excelsior fabric or crimped straw.....\$ 5,985.00
 - b. Grading and fill to restore to pre-construction.....\$ 12,000.00
 - c. Reinforced Silt Fencing.....\$ 5,442.00
 - d. Gravel for Driveway as per plan.....\$ 3,400.00
 - e. Intent on utilizing Buck Property as additional staging (circle one) Yes / No
(See 5.01 (C) C-200 – Instructions to Bidders)
- VII. Oyster Shells – Stockpiled on-site for loose oyster shell cultch*****
 - a. Lump sum (150CY)\$ 22,500.00

* Use provided plans to determine quantity (existing rock/fill areas shown)
 ** Silt fence areas shown on Quible Plan (adjacent to fill areas)
 *** Note- include riparian seed mix allowance of \$2,000; the appropriate type of riparian mix will be identified by Quible based on area availability when needed
 **** All staging areas used must be reclaimed and stabilized upon completion; quantities are based on areas actually utilized by Contractor

*****Cost is for material and stockpiling on the Pointe only; shell placement to take place by volunteers

3.02 Unit Price Base Bid

A. In the event of the project requiring additional or less material, the contractor is requested to provide the following unit cost prices for material and labor:

Item No.	Description	Unit	Unit Price
1.	Rock Sill Material	CY	\$ <u>190.00</u>
2.	Sand Fill	CY	\$ <u>48.00</u>

3.03 Lump Sum Optional Alternate Bid- The Optional Alternate Bid allows rock and sand to be transported to the Site by truck or barge. The current grant funds will not cover road repair, therefore, this Optional Alternate Bid will only be considered if separate road repair funds are secured. Road repair is not within this scope of work. All quantities and end products are the same as the Base Bid.

A. Bidder will complete the Work in accordance with the Contract Documents for the following lump sum (stipulated) price(s), together with any Unit Prices indicated in Paragraph 3.04.:

1. Lump Sum Optional Alternate Bid Prices

Total Optional Alternate Bid Price (Total of all Lump Sum Optional Alternate Bid, excluding Unit Price Bids in 3.04 (A))	\$ <u>1,612,791.00</u>
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ONE MILLION SIX HUNDRED TWENTY THOUSAND SEVEN HUNDRED NINETY ONE Dollars

I.	Sill Section 1: 1,534 LF	
	b. Rock (5,830CY) and Install.....	\$ <u>880,330.00</u>
	c. Rock Underlayment Fabric*	\$ <u>21,474.00</u>
	d. Vertical Breakwall (100 LF).....	\$ <u>38,000.00</u>
II.	Sill Section 2: 444 LF	
	a. Rock (1,688CY) and Install.....	\$ <u>253,200.00</u>
	b. Rock Underlayment Fabric*	\$ <u>7,252.00</u>
	c. Vertical Breakwall (20 LF).....	\$ <u>7,600.00</u>
III.	Sill Section 3: 448 LF	
	a. Rock (896 CY) and Install.....	\$ <u>134,400.00</u>
	b. Rock Underlayment Fabric*	\$ <u>5,229.00</u>
IV.	Sand Fill Areas	
	a. Sand Volume (4,400 CY)	\$ <u>171,600.00</u>
	b. Excelsior Fabric; for upland restoration areas only*	\$ <u>8,100.00</u>
	c. Reinforced Silt Fencing**	\$ <u>18,168.00</u>
V.	Restoration Areas Seeding	
	a. Riparian Seed Mix*** (allowance)	\$ <u>2,000.00</u>
VI.	Access and Staging Areas Reclamation****	
	a. Excelsior fabric or crimped straw.....	\$ <u>5,130.00</u>
	b. Grading and fill to restore to pre-construction.....	\$ <u>28,600.00</u>

- c. Reinforced Silt Fencing.....\$ 7,256.00
 - d. Gravel for Driveway as per plan.....\$ 3,982.00
 - e. Intent on utilizing Buck Property as additional staging (circle one) Yes / No
(See 5.01 (C) C-200 – Instructions to Bidders)
- VII. Oyster Shells – Stockpiled on-site for loose oyster shell cultch*****
- a. Lump sum (150CY)\$ 22,500.00

* Use provided plans to determine quantity (existing rock/fill areas shown)
 ** Silt fence areas shown on Quible Plan (adjacent to fill areas)
 *** Note- Include riparian seed mix allowance of \$2,000; the appropriate type of riparian mix will be identified by Quible based on area availability when needed
 **** All staging areas used must be reclaimed and stabilized upon completion; quantities are based on areas actually utilized by Contractor

3.04 Unit Price Optional Alternate Base Bid

A. In the event of the project requiring additional or less material, the contractor is requested to provide the following unit cost prices for material and labor:

Item No.	Description	Unit	Unit Price
1.	Rock Sill Material	CY	\$ <u>150.00</u>
2.	Sand Fill	CY	\$ <u>39.00</u>

ARTICLE 4—TIME OF COMPLETION

- 4.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 4.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 5—BIDDER’S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

5.01 Bid Acceptance Period

A. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.




5.02 Instructions to Bidders

A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

5.03 *Receipt of Supporting Documents*

BID DOCUMENTS:

INITIALS

- Restoration Plan, Quible & Associates (1/8/2020); 1 of 1..... 
- Stabilization Feature Detail, Gary Greene Engineers (10/2019); 1 of 1..... 
- CAMA Major Permit 97-19 (12/19/2019)..... 

5.04 *Receipt of Addenda*

A. Bidder hereby acknowledges receipt of the following Addenda: [Add rows as needed. Bidder is to complete table.]

Addendum Number	Addendum Date
1	1/30/20
2	2/5/20
3	2/7/20
4	2/13/20
5	2/14/20
6	2/20/20

ARTICLE 6—BIDDER’S REPRESENTATIONS AND CERTIFICATIONS

6.01 Bidder’s Representations

A. In submitting this Bid, Bidder represents the following:

1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
6. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and

performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder's (Contractor's) safety precautions and programs.

7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

6.02 Bidder's Certifications

A. The Bidder certifies the following:

1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:
 - a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
 - b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.
 - c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.
 - d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

BIDDER hereby submits this Bid as set forth above:

Bidder:

CAROLINA MARINE STRUCTURES, INC
(typed or printed name of organization)

By: 
(individual's signature)

Name: CHRISTOPHER D. COLEMAN
(typed or printed)

Title: PRESIDENT
(typed or printed)

Date: 2/20/20
(typed or printed)

If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.

Attest: Stephanie Coleman
(individual's signature)

Name: STEPHANIE COLEMAN
(typed or printed)

Title: SECRETARY
(typed or printed)

Date: 2/20/20
(typed or printed)

Address for giving notices:

8443 CARATOKE HWY SUITE A
POWELL PT NC 27966

Bidder's Contact:

Name: CHRISTOPHER D. COLEMAN
(typed or printed)

Title: PRESIDENT
(typed or printed)

Phone: 252 491 9223

Email: CHRIS@CAROLINAMARINESTRUCTURES.COM

Address: 8443 CARATOKE HWY SUITE A
POWELL PT NC 27966

Bidder's Contractor License No.: (if applicable) 62770

BID BOND

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

BIDDER (Name and Address):

Carolina Marine Structures, Inc.
8443 Caratoke Highway, Suite A
Powells Point, NC 27966

SURETY (Name and Address of Principal Place of Business):

Philadelphia Indemnity Insurance Company
231 St. Asaph's Road, Suite 100
Bala Cynwyd, PA 19004-0950

OWNER (Name and Address):

Town of Oriental NC
507 Church Street
Oriental, NC 28571

BID

Bid Due Date: February 14, 2020

Description (Project Name and Include Location): Whittaker Pointe Shoreline Stabilization and Restoration

BOND

Bond Number: BID BOND

Date (Not earlier than Bid due date): February 14, 2020

Penal sum Five Percent of Bid

(Words)

\$ 5% of Bid

(Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER

Carolina Marine Structures, Inc.

Bidder's Name and Corporate Seal

By:

Signature

CHRISTOPHER D COLEMAN

Print Name

PRESIDENT

Title

Attest:

Stephanie Coleman

Signature

HR/Admin

Title

SURETY

Philadelphia Indemnity Insurance Company (Seal)

Surety's Name and Corporate Seal

By:

Signature (Attach Power of Attorney)

Michele Traylor Jones, Attorney-in-Fact

Print Name

Attorney-in-Fact

Title

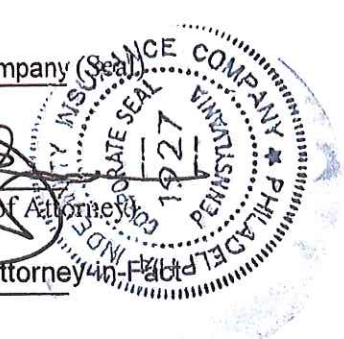
Attest:

Penny M Taylor

Signature

Penny M. Taylor, Agent

Title



Note: Above addresses are to be used for giving any required notice. Provide execution by any additional parties, such as joint venturers, if necessary.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
 - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2 All Bids are rejected by Owner, or
 - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

PHILADELPHIA INDEMNITY INSURANCE COMPANY

231 St. Asaph's Rd., Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That **PHILADELPHIA INDEMNITY INSURANCE COMPANY** (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint **William K. Metcalfe, Elizabeth Loving McCray, Michele Traylor Jones, Margaret Yavner Goff, Dawn Michelle Simmons, and Penny Myers Taylor of Brown & Brown Insurance Agency of VA, Inc. of Richmond, VA,** its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed **\$25,000,000.**

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of **PHILADELPHIA INDEMNITY INSURANCE COMPANY** at a meeting duly called the 1st day of July, 2011.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company to: (1) Appoint Attorney(s) in fact and authorize the Attorney(s) in fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with the respect to any bond or undertaking to which it is attached.

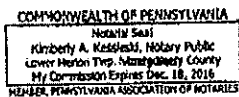
IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 10TH DAY OF JUNE 2013.



(Seal)

Robert D. O'Leary Jr., President & CEO
Philadelphia Indemnity Insurance Company

On this 10th day of June 2013, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the **PHILADELPHIA INDEMNITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.



(Notary Seal)

Notary Public: _____

residing at: _____

My commission expires: _____

Bala Cynwyd, PA

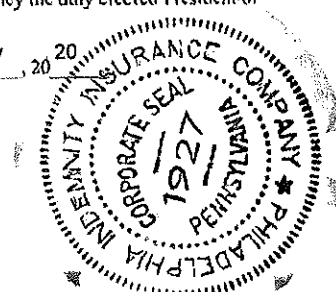
December 18, 2016

I, Edward Sayago, Corporate Secretary of **PHILADELPHIA INDEMNITY INSURANCE COMPANY**, do hereby certify that the foregoing resolution of the Board of Directors and this Power of Attorney issued pursuant thereto on this 10th day of June 2013 true and correct and are still in full force and effect. I do further certify that Robert D. O'Leary Jr., who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of **PHILADELPHIA INDEMNITY INSURANCE COMPANY**.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this _____ 14th day of February, 20 20



Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY



License Year

2020

License No.

62770

North Carolina

Licensing Board for General Contractors

This is to Certify That:

Carolina Marine Structures, Inc.
Kill Devil Hills, NC

is duly registered and entitled to practice

General Contracting

Limitation: Unlimited
Classification: Highway

until

December 31, 2020

when this Certificate expires.

Witness our hands and seal of the Board.

Dated, Raleigh, N.C.

January 1, 2020

This certificate may not be altered.



J. J. [Signature]

Chairman

C. Frank Wiener

Secretary-Treasurer

Brian Rubino

From: Chris Coleman <chris@carolinamarinestructures.com>
Sent: Wednesday, February 26, 2020 12:08 PM
To: Brian Rubino
Subject: RE: Whittaker Pointe

Brian, we confirm our bid pricing as accurate and complete. CMS can begin mobilization shortly after an a formal contract is executed between the parties. Regarding the licensing, CMS cannot get a statement from the Board of Contractors in short order and this is an unusual request. CMS holds a specialty marine license and a heavy highway license , both cover the type of work in this project. Please find excerpts from section .0200 – LICENSING REQUIREMENTS

(K) S(Marine Construction). This classification covers all marine construction and repair activities and all types of marine construction and demolition in deep-water installations and in harbors, inlets, sounds, bays, and channels; it covers dredging, construction, and installation of pilings, piers, decks, slips, docks, and bulkheads. It does not include structures required on docks, slips, and piers.

(3) Highway Contractor. This classification covers all highway construction activity including: grading, paving of all types, installation of exterior artificial athletic surfaces, relocation of public and private utility lines ancillary to a principal project, bridge construction and repair, culvert construction and repair, parking decks, sidewalks, curbs, gutters and storm drainage. It also includes installation and erection of guard rails, fencing, signage and ancillary highway hardware; covers paving and grading of airport and airfield runways, taxiways, and aprons, including the installation of fencing, signage, runway lighting and marking; **and work done under the specialty classifications of S(Boring and Tunneling), S(Concrete Construction), S(Marine Construction), S(Railroad Construction), and H(Grading and Excavating).**

Regards,

Chris Coleman
Carolina Marine Structures Inc.
8443 Caratoke Highway Suite A
Powells Point NC 27966
Office: 252-491-9223
Fax: 252-475-1606
www.carolinamarinestructures.com



From: Brian Rubino <brubino@quible.com>
Sent: Tuesday, February 25, 2020 6:00 PM

To: Chris Coleman <chris@carolinamarinestructures.com>

Subject: Whittaker Pointe

Chris,

The Town of Oriental has a commissioner's meeting next week to discuss the bids and recommendation for award. Carolina Marine Structures is the apparent low bidder. Can you please confirm that your Base Bid Total (\$1,983,545.00) and Optional Alternate Bid Total (\$1,612,791.00) are accurate for this project? An email will suffice so that we can move forward with a recommendation of award. And, please confirm that you would be available to commence work promptly after entering a contract.

Also, please provide a statement from the Licensing Board that your unlimited license with Highway Classification allows you to be the GC for a shoreline stabilization and restoration project. I am not able to answer that question definitively.

Thanks,
Brian

Brian D. Rubino, P.G.
Vice President
Quible & Associates, P.C.
8466 Caratoke Highway, Bldg 400
Powells Point, NC 27966
P.O. Drawer 870
Kitty Hawk, NC 27949
t 252.491.8147
f 252.491.8146
www.quible.com



LEGAL DISCLAIMER

The information transmitted is intended solely for the individual or entity to which it is addressed and may contain confidential and/or privileged material. Any review, retransmission, dissemination or other use of or taking action in reliance upon this information by persons or entities other than the intended recipient is prohibited. If you have received this email in error please contact the sender and delete the material from any computer.

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NOTICE OF AWARD

Date of Issuance: March 4, 2020

Owner: Town of Oriental

Owner's Project No.:

Engineer: Quible & Associates, P.C.

Engineer's Project No.: P18123

Project: Whittaker Pointe Shoreline Stabilization and Restoration

Contract Name: Whittaker Pointe Shoreline Stabilization and Restoration

Bidder: Carolina Marine Structures, Inc.

Bidder's Address: 8443 Caratoke Hwy, Suite A, Powells Point, NC 27966

You are notified that Owner has accepted your Bid dated February 20, 2020 for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

Installation of rock sills, vertical wavebreak structures, sand fill for wetland and upland restoration, plantings, oyster shell enhancements, and site stabilization along a peninsular parcel of land in Oriental, North Carolina.

The Contract Price of the awarded Contract is \$1,983,545.00. Contract Price is subject to adjustment based on the provisions of the Contract, including but not limited to those governing changes, Unit Price Work, and Work performed on a cost-plus-fee basis, as applicable.

Three unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award, or has been transmitted or made available to Bidder electronically.

Drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

1. Deliver to Owner three counterparts of the Agreement, signed by Bidder (as Contractor).
2. Deliver with the signed Agreement(s) the Contract security (such as required performance and payment bonds) and insurance documentation, as specified in the Instructions to Bidders and in the General Conditions, Articles 2 and 6.
3. Other conditions precedent (if any): none

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within 10 days after you comply with the above conditions, Owner will return to you one fully signed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner: Town of Oriental

By (signature): _____

Name (printed): _____

Title: _____

Copy: Engineer

AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

This Agreement is by and between The Town of Oriental (“Owner”) and Carolina Marine Structures, Inc. (“Contractor”).

Terms used in this Agreement have the meanings stated in the General Conditions and the Supplementary Conditions.

Owner and Contractor hereby agree as follows:

ARTICLE 1—WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Installation of rock sills, vertical wavebreak structures, sand fill for wetland and upland restoration, plantings, oyster shell enhancements, and site stabilization along a peninsular parcel of land in Oriental, North Carolina.

ARTICLE 2—THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows:

Whittaker Pointe Shoreline Stabilization and Restoration
Town of Oriental, NC

ARTICLE 3—ENGINEER

3.01 The Owner has retained Quible & Associates, P.C. (“Engineer”) to act as Owner’s representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.

3.02 The part of the Project that pertains to the Work has been designed by “Engineer” and Structural Engineer.

ARTICLE 4—CONTRACT TIMES

4.01 *Time is of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times: Days*

A. The Work will be substantially complete within 180 days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 195 days after the date when the Contract Times commence to run.

4.03 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):
1. *Substantial Completion:* Contractor shall pay Owner \$250.00 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.
 2. *Completion of Remaining Work:* After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$250 for each day that expires after such time until the Work is completed and ready for final payment.
 3. Liquidated damages for failing to timely attain Milestones, Substantial Completion, and final completion are not additive, and will not be imposed concurrently.
- B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

4.04 *Special Damages*

- A. Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.
- B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.
- C. The special damages imposed in this paragraph are supplemental to any liquidated damages for delayed completion established in this Agreement.

ARTICLE 5—CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract:
- A. For all Work other than Unit Price Work, a lump sum of \$1,983,545.00.

All specific cash allowances are included in the above price in accordance with Paragraph 13.02 of the General Conditions.

ARTICLE 6—PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on the basis of Contractor's Applications for Payment on or about the 5th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.
 - 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.
 - a. 95 percent of the value of the Work completed (with the balance being retainage).
 - b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price in accordance with Paragraph 15.06 of the General Conditions.

6.04 *Consent of Surety*

- A. Owner will not make final payment, or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.

6.05 *Interest*

- A. All amounts not paid when due will bear interest at the maximum legal rate per annum.

ARTICLE 7—CONTRACT DOCUMENTS

7.01 *Contents*

- A. The Contract Documents consist of all of the following:
1. This Agreement.
 2. Bonds:
 - a. Performance bond (together with power of attorney).
 - b. Payment bond (together with power of attorney).
 3. General Conditions.
 4. Supplementary Conditions.
 5. Specifications as listed in the table of contents of the project manual.
 6. Drawings/Permits (not attached but incorporated by reference) consisting of:
 - a. Restoration Plan, Whittaker Pointe Shoreline Stabilization and Restoration as prepared by Quible & Associates, P.C.
 - b. Stabilization Feature Detail, Whittaker Pointe Shoreline as prepared by Gary Greene Engineers.
 - c. CAMA Major Permit 97-19 (12/19/2019)
 7. Addenda (numbers 1 to 6, inclusive).
 8. Exhibits to this Agreement (enumerated as follows):
 - a. Notice of Award
 - b. Notice to Proceed
 - c. Contractor's Bid
 - d. Documentation submitted by Contractor prior to Notice of Award
 - e. Certificate of Attorney
 - f. Certificate of Financial Officer
 - g. Identification of HUB Certified/Minority Business Participation
 - h. List of Good Faith Efforts (Affidavit A)
 - i. Intent to Perform Contract with Own Workforce (Affidavit B)
 - j. Portion of Work to be Performed by HUB Certified/Minority Businesses (Affidavit C)
 - k. Good Faith Efforts (Affidavit D)
 - l. MBE Documentation for Contract Payments (Appendix E)
 9. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.

- c. Change Orders.
 - d. Field Orders.
 - e. Warranty Bond, if any.
- B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 7.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 Contractor's Representations

- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
1. Contractor has examined and carefully studied the Contract Documents, including Addenda.
 2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
 4. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.
 5. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
 6. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
 7. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
 8. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

9. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

8.02 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:
 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

8.03 *Standard General Conditions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on _____ (which is the Effective Date of the Contract).

Owner:

Town of Oriental
(typed or printed name of organization)

By: _____
(individual's signature)

Date: _____
(date signed)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Attest: _____
(individual's signature)

Title: _____
(typed or printed)

Address for giving notices:

Designated Representative:
Name: _____
(typed or printed)
Title: _____
(typed or printed)

Address:

Phone: _____

Email: _____

(If [Type of Entity] is a corporation, attach evidence of authority to sign. If [Type of Entity] is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

Contractor:

Carolina Marine Structures, Inc.
(typed or printed name of organization)

By: _____
(individual's signature)

Date: _____
(date signed)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

(If [Type of Entity] is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____
(individual's signature)

Title: _____
(typed or printed)

Address for giving notices:

Designated Representative:
Name: _____
(typed or printed)
Title: _____
(typed or printed)

Address:

Phone: _____

Email: _____

License No.: _____
(where applicable)

State: _____

REQUEST FOR PROPOSAL

Request 2020-02

The Town of Oriental will receive qualifications
no later than 2 p.m. on 14 February, 2020.
Submittals should be mailed to or dropped off at:

Town of Oriental (The Town)
Attn: Dredge Whittaker Creek
PO Box 472/ 507 Church St
Oriental, NC 28571

Owner

Town of Oriental
PO Box 472/
507 Church St
Oriental, NC 28571
(252) 249-0555 phone
(252) 249-0208 fax
Diane H. Miller, Mgr.

Contractor

Company = King Dredging Company Inc.
Address = 408 Island Drive
City, State, Zip = Beaufort, N.C. 28516
Phone = 252-732-6547
Fax =
Email = Chris_14King@outlook.com
Submittal Date = 02-14-2020

Project

Dredge of Whittaker Creek

Scope of Work

Dredge of 12,000+/- cubic yards of Spoils from Whittaker Creek according to included plans. Spoils to be deposited at Sea Harbour Condominium Yacht Club, Inc. Spoils Site on White Farm Rd in Oriental, according to below:

Special Instructions

Contractor will dredge approximately 12,000 cubic yards of material from Whittaker Creek in a 1065' X 104' X 8' and use a 10" pipe that goes over land (as attached Exhibit A) across property J083-24 and into the Sea Harbor condominium Yacht Club, Inc. (SHYC) property Spoils Site (property J083-25), which has been leased and prepared to receive spoils by the Town of Oriental.

Monitor spoils site and outflow pursuant to CAMA rules.

Company must be insured. Company must meet minimum MBE/WBE 10% threshold.

Price to be quoted by cubic yard. Total dredged cost not to exceed \$180,000, adjustments to be made to depth and length of dredge according to Owner's discretion, within permit limits.

Project to be complete by March 31, 2020.

The necessary CAMA permits have been filed by the SHYC and the Town of Oriental in anticipation of this dredge and will be on file with SHYC and the Town of Oriental. Dredge to begin as soon as permits are secured and contract signed.

The plans for the dredge are attached as reference.

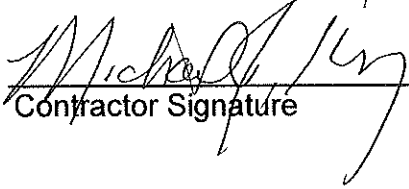
Firms submitting qualifications for this proposal will be ranked according to the following criteria, and address of these criteria in the proposal is required:

1. Lowest Responsive, Responsible Bidder
2. Available equipment per above.
2. Experience working on this spoils site.
3. Number of other projects contracted by the company at the same time frame.
4. Ability to execute the contract and finish prior to the end of the dredging season for 2020 (March 31, 2020)
5. Experience constructing in Pamlico County.
6. Outstanding litigation against the company.
7. Insurance to cover to the cost of the project
8. Worker's Compensation for all employees on the project.
9. References for other projects completed in Pamlico County
10. Favorable history from previous work performed in the Town of Oriental.
11. MBE/WBE participation 10% or better.
12. Ability to begin as soon as RFP period, permits are secured, and contract can be signed.

8.00 per cubic yard

NOTE: TOWN reserves the right to reject all bids and re-bid the project.

Proposal Acknowledgement

 02-14-2020
Contractor Signature Date

King Dredging Company
408 Island Dr.
Beaufort, NC 28516

(252)-732-6547

Chris_14king@Outlook.com

02/14/2020

Town of Oriental
507 Church St.
Oriental, NC 28571

**Enclosure: Qualifications for Proposal Whittaker Creek
Dredge Project.**

1. King Dredging Company has completed very similar projects, such as dredging late in the dredging season on tight deadlines in the past. (Wainwrights Slough Dredging Maintenance Project Post Construction Report Attached)
2. A 10in dredge, Patricia Sanderson with 10in pipe will be provided to complete this project on time.
3. Have experience in spoil site have pumped into spoil site for Sea Harbour Yacht club. Also Cleaned Same spoil site out for Town of Oriental.
4. None
5. All equipment is in Oriental ready to start.
6. King Dredging Company has successfully completed projects in Pamlico County working for Sea Harbour Yacht Club, Pecan Grove Marina and The Town of Oriental.
7. None
8. Yes
9. Yes
10. Letters attached
11. King Dredging Company has successfully completed dredging cycle for Sea Harbour Yacht Club and Pecan Grove Marina. Also was awarded and successfully completed the contract for the spoil site construction for this dredging project.

12. 25%

13. King Dredging has suspended all other projects in anticipation of the bid for the project, Dredging of Whittaker Creek.

Sincerely,

Mike King

President

King Dredging Company



685 ORIENTAL RD. • ORIENTAL, NC 28571 • (252) 249-2532

November 26, 2019

To Whom It May Concern,

This letter is to express our appreciation and recommendation for King Dredging. Although they are use to much larger dredging projects, Chris, Harlan and Phillip treated us as if we were their biggest client. They went way above and beyond with guidance and pitching in to keep the project on track. Their equipment is well maintained and they are very experienced operators. King Dredging worked as a team with regard to the project goals but also with strong regard for environmental standards and permit guidelines.

We are very glad we chose King Dredging and would highly recommend their services.

A handwritten signature in black ink, appearing to read "D Charland", with a stylized flourish at the end.

Don Charland
Dockmaster
Pecan Grove Marina
910-279-6315

A handwritten signature in black ink, appearing to read "Chuck Lawrence", with a long horizontal flourish extending to the right.

Chuck Lawrence
Treasurer
Pecan Grove Marina
919-971-5707

SEA HARBOUR CONDOMINIUM YACHT CLUB
P. O. BOX 442
6020 HARBOUR WAY
ORIENTAL, NC 28571
252.249.0808

3 February 2020

To whom it may concern:

For the last 45 years, 3 generations of King Dredging, Inc. have handled the dredging needs of Sea Harbour Yacht Club.

Over the years, King Dredging, Inc. has done a great job for each dredging project undertaken. They are very professional, competent, courteous and also have provided helpful information to improve the dredging projects and the associated spoil site. They are knowledgeable of and comply with all State regulations. Their recommendations and input have helped to simplify and improve future dredging projects.

We would recommend King Dredging, Inc. for your dredging needs.



Jeffrey R. Kenyon
Commodore



CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
 11/14/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Chalk & Gibbs Inc PO Box 119 Beaufort, NC 28516 Chalk & Gibbs	CONTACT NAME: PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____ INSURER(S) AFFORDING COVERAGE NAIC # INSURER A : Argonaut Insurance Company INSURER B : Liberty Mutual Ins Co. INSURER C : _____ INSURER D : _____ INSURER E : _____ INSURER F : _____
INSURED King Dredging Company, Inc. 300 Copeland Road Beaufort, NC 28516	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			7260M2979-01	10/15/2019	10/15/2020	EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 50,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$ 1,000
	GEN'L AGGREGATE LIMIT APPLIES PER:							PERSONAL & ADV INJURY
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOG						GENERAL AGGREGATE	\$ 2,000,000
	AUTOMOBILE LIABILITY						PRODUCTS - COMP/OP AGG	\$ 1,000,000
	ANY AUTO							
	ALL OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	\$
	SCHEDULED AUTOS						BODILY INJURY (Per person)	\$
	NON-OWNED AUTOS						BODILY INJURY (Per accident)	\$
	HIRED AUTOS						PROPERTY DAMAGE (PER ACCIDENT)	\$
	UMBRELLA LIAB							
	EXCESS LIAB						EACH OCCURRENCE	\$
	DEB						AGGREGATE	\$
	RETENTION \$							
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC5-39S-362350-039	10/15/2019	10/15/2020	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input checked="" type="checkbox"/> OTHER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				E.L. EACH ACCIDENT	\$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$ 500,000
							E.L. DISEASE - POLICY LIMIT	\$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Dredging Operations

CERTIFICATE HOLDER

Town of Oriental

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

 AUTHORIZED REPRESENTATIVE
 Chalk & Gibbs



WAINWRIGHT SLOUGH NAVIGATION / DREDGING MAINTENANCE PROJECT POST CONSTRUCTION REPORT



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INTRODUCTION

Carteret County initiated coordination efforts to maintenance dredge Wainwright Slough in June 2016 in response to significant shoaling limiting access for commercial fishing vessels. The coordination efforts continued through February 2017, when the NC Division of Coastal Management (DCM) and the US Army Corps of Engineers (USACE) issued respective state and federal permits allowing the maintenance event. During the coordination efforts, Carteret County explored multiple avenues to identify the most efficient path to completing the dredging including the following:

- Utilizing an existing memorandum of agreement (MOA) that would allow the County to fund the USACE to conduct the work;
- Subletting an existing public contract through the USACE; and,
- Obtaining individual permits for the County to contract the work.

The final outcome resulted in the County obtaining individual permits and contracting with a commercial contractor to complete the work in April 2017.

Wainwright Slough serves as the only navigation access for the ‘Down East’ fish houses in Carteret County. Maintaining navigation access through Wainwright Slough helps protect the local fishing industry, which provides a substantial contribution to the operation of Carteret County. Wainwright Slough also serves recreational boaters traveling through Pamlico Sound. Figure 1 shows the location of Wainwright Slough in Carteret County.



Figure 1. Wainwright Slough Project Location

Historically, the USACE Civil Works has maintained navigation access through Wainwright Slough. Section 14 of the Rivers and Harbors Act of 1899 provides the USACE the federal authority to maintenance Wainwright Slough for navigation purposes. The USACE established Wainwright Slough in 1935 and

conducted approximately 15 maintenance events through 1968. Beyond 1968, maintenance events have occurred as-needed up to the current event. (USACE, 1995). However, recent federal budget shortfalls prohibited the USACE from conducting a maintenance event within fiscal year (FY) 2016/17.

The historic maintenance events placed the dredged material along the channel bank until approximately 1995. However, in late 1995 state and federal authorizations allowed material placement for the creation and enhancement of Wainwright Island. Maintenance events occurring in 1997, 2007, and 2013 followed the referenced authorization and helped create and maintain bird nesting habitat. The projects placed dredged material on Wainwright Island while also preserving navigation access through Wainwright Slough (USACE, 2006 & USACE, 2014). Prior to the current maintenance, Wainwright Island has been vulnerable to wave overwash and erosion. The pre-project condition of Wainwright Island did not support bird nesting due to the low elevation. Figure 2 shows the pre-project condition of Wainwright Island during August 2016. A secondary goal of the current maintenance event entailed restoring Wainwright Island for future nesting activity. (The current maintenance event created approximately 3.6 ac. of bird habitat above MHW.)



Figure 2. Pre-Project Conditions of Wainwright Island (August 2016)

PRELIMINARY & PLANNING EFFORTS

Carteret County initially requested assistance from USACE to conduct an emergency side-cast dredging maintenance of Wainwright Slough on June 8, 2016. The County requested if the USACE could conduct the work in accordance with an existing Memorandum of Agreement with the State of North Carolina (NC). The agreement allows usage of non-federal funds on federal navigation projects. However, the governing federal authorization for maintaining Wainwright Slough did not include side-casting as an approved disposal methodology. Therefore, the USACE had to deny the County's request on June 28th.

Carteret County also met with DCM and other regulatory agencies on August 23rd for the purpose of identifying the most efficient path to complete the maintenance within the current FY. The general consensus of the meeting suggested Carteret County would need to conduct the maintenance event independent of USACE Civil Works assistance. This required the County to obtain state and federal permits for the work. The County continued to verify the validity of other options in parallel with applying for the referenced permits. One option researched entailed possibly amending an existing commercial contract under USACE Civil Works authority for maintenance dredging the NC Atlantic Intracoastal Waterway

(AIWW) crossings. However, the most efficient path forward proved to be independent of USACE Civil Works. Carteret County continued efforts to complete the permitting process with the assistance of Arendell Engineers (Morehead City), Geodynamics LLC. (Newport), and Moffatt Nichol (Raleigh). The County received a CAMA Major (29-17) and a GP-291 (SAW-2016-01676) permit from DCM and the USACE, respectively, in late February. Appendix A shows the referenced permits.

Simultaneous with the permitting process, Carteret County solicited construction bids from commercial contractors to conduct the work. Public bids were received on February 15th from three (3) potential contractors listed below:

- King Dredging Company (King) (Beaufort, NC)
- TD Eure Marine Contractors (Beaufort, NC)
- Coastal Dredging (Sneads Ferry).

However, due to liability issues the County refrained from awarding the construction contract until after the receipt of the state and federal permits. As a result, the County postponed awarding the construction contract to King until March 3rd.

2017 MAINTENANCE EVENT

In accordance with the project permits, the construction contract required all work to be completed by April 1, 2017. Based on design surveys, the work required dredging approximately 40,000 CY from Reach 2, 2a, & 3 of Wainwright Slough. The dredged material would subsequently be placed within an adjacent 10-acre site, as shown in Figure 3. The material placement site excluded the existing Wainwright Island due to the establishment of submerged aquatic vegetation (SAV), or seagrass. Investigations conducted during the permitting process identified the SAV area. Relocating the material placement site helped to avoid burial of the SAV resource and further minimized potential impacts for the project.

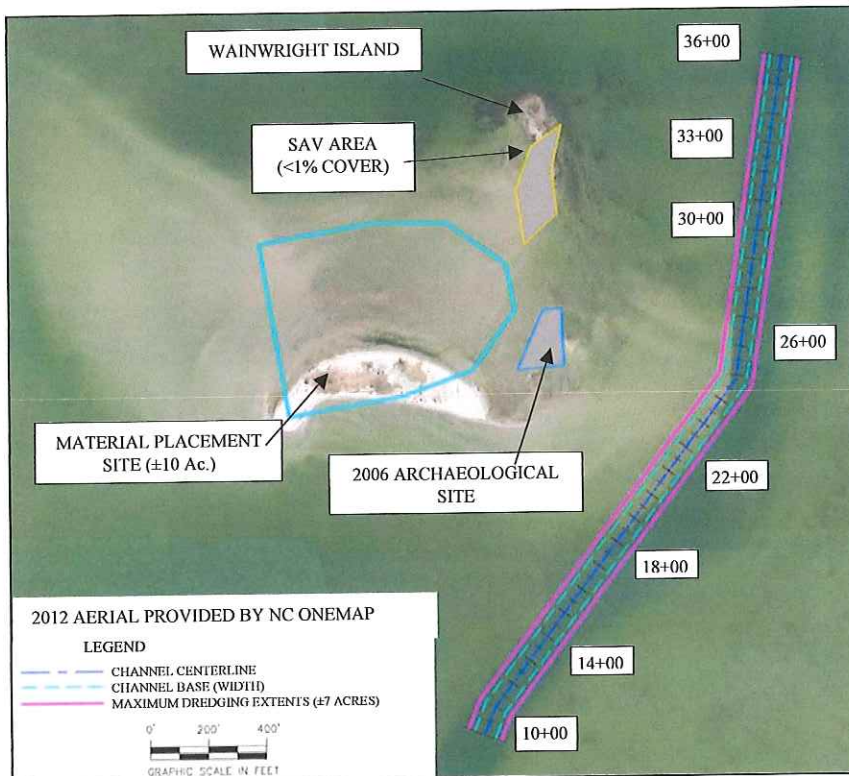


Figure 3. Wainwright Slough Project Features

The maintenance area included in Wainwright Slough extended approximately 2,600 ft at a depth of -7 ft Mean Lower Low Water (MLLW), plus 2 ft for allowable overdredge. The channel width extended 75 ft at the -7 ft MLLW elevation and sloped up at a 3 ft (horizontal):1 ft (vertical) trajectory. Appendix B shows the project features along with pre- and post construction conditions of Wainwright Slough.

King was unable to complete the project by April 1 due to unsafe weather conditions and limited work time availability. However, DCM and the USACE authorized a 15-day extension to redefine the project end date as April 15, 2017. The time extension allowed King to successfully complete the project within FY 2016/17. Dredging operations were completed on Tuesday, April 11th and demobilization efforts were completed on Friday, April 14th. King removed a calculated 34,540 CY from the navigation channel and built the material placement site up to a maximum elevation of +7 MLLW. Table 1 provides the dredge material calculations for the channel based on the 100 ft stations shown in Figure 3. In addition, Appendix B includes the pre- and post project profiles of the material placement site.

Table 1. Wainwright Slough - Dredge Volumes (CY)

Station	Navigable Channel		2' Overdredge Tolerance		Total	Cumulative
	cy/ft	CY	cy/ft	CY	CY	CY
10+00	0.0	58	2.9	203	261	261
11+00	1.2	182	1.1	151	333	594
12+00	2.5	292	1.9	279	571	1,164
13+00	3.3	429	3.7	401	829	1,994
14+00	5.2	577	4.3	494	1,071	3,065
15+00	6.3	1,046	5.6	602	1,648	4,713
16+00	14.6	1,558	6.5	650	2,208	6,921
17+00	16.6	1,675	6.5	558	2,233	9,154
18+00	16.9	1,717	4.7	521	2,238	11,391
19+00	17.4	1,743	5.8	633	2,376	13,767
20+00	17.5	1,721	6.9	512	2,234	16,001
21+00	17.0	1,565	3.3	414	1,979	17,980
22+00	14.3	1,421	4.9	474	1,895	19,875
23+00	14.1	1,316	4.5	493	1,809	21,684
24+00	12.2	1,221	5.3	492	1,713	23,397
25+00	12.2	1,129	4.5	398	1,527	24,924
26+00	10.4	1,018	3.4	317	1,334	26,259
27+00	10.0	932	2.9	322	1,254	27,513
28+00	8.7	825	3.5	365	1,190	28,703
29+00	7.8	641	3.8	486	1,127	29,830
30+00	5.0	399	6.0	610	1,009	30,838
31+00	3.0	259	6.2	581	839	31,678
32+00	2.2	198	5.4	571	769	32,447
33+00	1.8	154	6.0	611	765	33,212
34+00	1.3	105	6.2	604	709	33,921
35+00	0.8	58	5.9	561	619	34,540
36+00	0.3		5.3			

Note: Volumes (CY) are calculated using the Average End Area Method up to the next highest station shown.

King utilized the 10 inch hydraulic dredge plant "Patricia M. Sanderson" to complete the project. Figure 4 shows the conventional cutterhead dredge at work in Wainwright Slough. King completed the dredge work in 34 total days, exclusive of mobilization and demobilization efforts. King conducted dredging operations from Thursday, March 9th to Tuesday, April 11th and maintained an approximate 1,016 cy/dy production rate. The maximum estimated production rate achieved for a 1 day period equaled 2,722 CY.



Figure 4. Dredge Plant "Patricia M. Sanderson"

Dredging was allowed on a 24-hour per day basis and covered approximately 816 hours. Of the total work time available, King reported approximately 265 hours of delay time, or approximately 32% of the total time. Approximately 50% of the delay time resulted from weather impacts (134 hours) and approximately 50% resulted from mechanical delays (131 hours). The mechanical delays cover any time where dredging was not being conducted for reasons other than weather. This includes shift changes, non-work hours, and equipment maintenance timeframes. For the majority of the work period, King conducted dredging operations on an 18-hour per day schedule. The remaining 6-hours each day provided equipment maintenance and support periods. The list below provides an allocation of the referenced dredge production rates and project time.

Production Rates:

- Total Volume Dredged: 34,540 CY
- Average Rate for Project: 1,016 cy/dy
- Max. Estimated Rate: 2,722 cy/dy

Work Time

- Total Available Time: 816 hrs
- Total Dredge Time: 551 hrs (68%)
- Total Delay Time: 265 hrs (32%)
 - Weather Delays: 134 hrs (16% of total available time)
 - Mechanical Delays: 131 hrs (16% of total available time)

Carteret County worked with the Audubon North Carolina (Audubon) to implement a material placement strategy considered most beneficial for potential nesting and foraging shorebirds. The Audubon requested for the material placement to extend to the highest elevation obtainable. The high elevation material would support nesting habitat during storm events where wave overwash may occur. Carteret County authorized King to place the material within the approximate center of the placement area and allow the material to accumulate hydraulically. This decision helped the material settle at its natural angle of repose and should reduce erosion scarping from high energy waves. Figure 5 shows the post project condition of the material placement site.



Figure 5. Post Construction Condition of Material Placement Site (Photo provided by Audubon North Carolina.)

SUMMARY

Carteret County worked diligently to complete the Wainwright Slough Navigation / Maintenance Dredging project prior to the 2017 commercial fishing season. The County investigated multiple avenues to complete the work with assistance from the USACE Civil Works program. This includes utilizing a state sponsored MOA to provide non-federal funds to the USACE for the work in addition to subletting an existing commercial agreement. However, the most effective means for completing the project proved to be independent of USACE Civil Works. Although USACE Civil Works supported the project and recognized the importance of maintaining navigation access through the channel, they lacked the funding or authorizations to complete the work.

The County ultimately focused on obtaining state and federal permits for the work from DCM and the USACE. The permits provided the necessary authorizations for the County to complete the maintenance dredging independent of USACE Civil Works. The County obtained the permits in late February 2017 with exceptional support from DCM and the USACE Wilmington District.

During the permitting process the County also solicited for commercial bids to perform the maintenance dredging. Three (3) bids were received on February 15th; however, the County refrained from awarding the contracts because the state and federal permits were still being processed. The County would have been unable to address the potential liability issues that may have resulted from awarding the contract if the state or federal permits were delayed or denied. Therefore after receipt of the permits in late February, the County awarded the construction contract to King Dredging Company on March 3rd.

King moved expeditiously towards accomplishing the project prior to the permit deadline of April 1. The state and federal permits forced the deadline in efforts to avoid potential environmental concerns. King commenced dredging activities on March 9th, after completing all mobilization efforts in less than a week. However, King was unable to complete the work prior to April 1st due to weather and other project delays. As the April 1st deadline approached, DCM and the USACE reviewed the project status and current environmental conditions. Understanding the importance of the project and also the reduced risk of environmental damages due to current weather conditions, the respective agencies granted a 15-day

extension to complete the maintenance project. The extension allowed King to continue dredging operations until April 15th in accordance with all the remaining permit conditions. King completed the maintenance dredging on April 11th and was also able to demobilize from the site by April 14th.

The work included removal of a calculated 34,540 CY from Wainwright Slough and establishment of approximately 3.6 acres of bird nesting habitat (above MHW) within the material placement site. The maintenance dredging cleared approximately 86% of the approximately 40,000 CY available in the 2,600 linear foot work area. The maintenance area extends through Reach 2, 2a, and 3 of Wainwright Slough at a depth of -9 MLLW, inclusive of a vertical 2-ft allowable overdredge area. The material placement site also reached a maximum elevation of approximately +7 MLLW and should support bird nesting activities during storms or periods of increased waves.

King completed the work in 34 days and achieved an average production rate of approximately 1,016 cy/dy. The maximum daily production rate achieved measured an estimated 2,722 CY. King experienced approximately 265 hours (32 %) of delay time during the 816 hour work period. Unsafe weather conditions and mechanical issues each accounted for approximately half of the delay time.

The project benefits the commercial fishing industry in time for the 2017 fishing season by allowing navigation access to the 'Down East' fish houses. Wainwright Slough provides the only maintained access through Pamlico Sound for the Carteret County fish houses. With support from the USACE and DCM, the County completed a significant process to maintenance dredge Wainwright Slough within the restricted timeframe created by the budget shortfalls of the federal government.