



October 31, 2019

Walnut Island POA  
P.O. Box 73  
Grandy, NC 27939

RE: Walnut Island Dredging Project – within a manmade canal leading to Dowdy Bay along Dolphin Court in Walnut Island subdivision

Dear Sir;

Carolina Marine Structures hereby submits our contract for the referenced project:

DESCRIPTION OF WORK	PRICE
Full Dredge prism as shown on plans labeled CAMA Plans for Walnut Island SAV Report Canal Dredge Proposal dated 12/11/2018. Dredging by barge. Includes haul to offsite disposal site. Dredge material will not be placed on the temporary site shown on the plans.	\$ 25,511.00
<b>LUMP SUM</b>	<b>\$ 25,511.00</b>

Exclusions/Terms:

1. Contract is based on CMS having unrestricted access to perform scope of work. Should access restrictions require CMS to be placed on standby, price adjustments will be submitted.
2. CMS has allocated 5 days to perform scope of work for the project in its entirety. Should impending weather conditions require demobilization, CMS will require additional days for time lost due to securing site/equipment and re-mobilization.
3. If underground obstructions are encountered within the dredge area, removal of obstructions from alignment will be billed at \$600.00/hour.
4. Surveying, layout, engineering and testing excluded from contract.
5. Permits and fees excluded from contract.
6. Utility location, disconnection, relocation and installation excluded from contract.

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**CORPORATE OFFICE**

8443 CARATOKE HWY, STE A  
POWELLS POINT, NC 27966

(252)491-9223 ~ FAX (252)475-1606  
[www.carolinamarinestructures.com](http://www.carolinamarinestructures.com)  
LICENSED ~ INSURED ~ BONDED

**WATERFRONT OPERATIONS**

CHESAPEAKE, VA  
POWELLS POINT, NC



Payment schedule:

Upon acceptance of this contract and Standard Terms and Conditions the Owner agrees to pay Carolina Marine Structures, Inc a deposit of \$5,000.00 and incremental payments per contract.

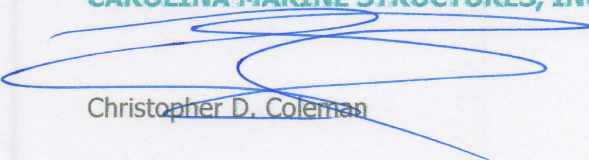
This Payment Schedule is based on this scope of work only. Any changes or additions to this scope of work will constitute a Change Order to this contract. All Change Orders will be subject to the attached Standard Terms and Conditions and shall be signed by both parties.

If this Contract is acceptable, please sign both copies and return one to the company's representative and or office for our files. Carolina Marine Structures, Inc.'s Standard Terms and Conditions (Attachment A) are attached hereto and incorporated into this Contract by reference.

We appreciate the opportunity to work on your project. If you have any questions, please do not hesitate to call me.

Regards,

**CAROLINA MARINE STRUCTURES, INC.**



Christopher D. Coleman

Cc: File

Encl: Attachment A – Standard Terms and Conditions

**Acknowledged and accepted this \_\_\_\_\_ day of \_\_\_\_\_, 2019.**

By: \_\_\_\_\_  
Authorized Representative of Walnut Island POA.

Printed Name: \_\_\_\_\_



**STANDARD TERMS AND CONDITIONS  
ATTACHMENT A**

1. The following constitutes a legal and binding agreement between:

Name: Walnut Island POA  
Address: P.O. Box 73  
Grandy, NC 27939

RE: Walnut Island Dredging Project – within a manmade canal leading to Dowdy Bay along Dolphin Court in Walnut Island subdivision

Hereafter referred to as the OWNER, and CAROLINA MARINE STRUCTURES, INC., hereafter referred to as the CONTRACTOR.

2. WITNESSETH, that the OWNER agrees to the Drawings and Specifications (ATTACHMENT A), which is hereby made a part of this agreement and supersedes any other Drawings and Designs performed by others.

3. **DRAWINGS AND PERMITS.**

The CONTRACTOR excludes all necessary drawings and permit applications for this Contract.

The CONTRACTOR agrees to perform the work outlined in contract. CAROLINA MARINE STRUCTURES, INC. agrees to perform all services according to all laws applicable in the State of NORTH CAROLINA. If permits cannot be procured because of governmental restrictions, this same Contract becomes null and void and all deposit monies shall be retained by CAROLINA MARINE STRUCTURES, INC. for work performed.

When the OWNER obtains the required permit for this work, it shall have a duty to advise CONTRACTOR of any changes due to the permit drawings and CONTRACTOR shall be entitled to such additional payments as are necessary to have the work conform to the permit drawings.

4. **SOIL CONDITIONS.** OWNER is aware that neither an independent soil analysis nor soil borings have been done by the CONTRACTOR, nor is the CONTRACTOR equipped or licensed to accomplish such work. Due to circumstances beyond the CONTRACTOR'S control, soil conditions below ground surface could constitute the need for longer materials, additional fill or aggregates to ensure the stability of the structure. If such conditions are encountered, the OWNER will be notified immediately and an adjustment shall be made to this Contract for additional labor, equipment, materials and supervision to remedy the improper soil conditions. The OWNER may elect to have a soil-boring test performed at no expense to the CONTRACTOR.

**HAZARDOUS SUBSTANCES.** The OWNER agrees to advise the CONTRACTOR of any known hazardous substances, of any known suspected condition existing in or near the site presenting a potential danger to human health of the environment. If hazardous substances are encountered, the OWNER assumes full responsibility and liability and shall hold the CONTRACTOR harmless from any and all claims, demands and liabilities for personal injury, medical expenses, property damage, economic loss and consequential damages.

Initial \_\_\_\_\_X



**UNDERGROUND OBSTRUCTIONS.** Should CONTRACTOR encounter any unforeseen obstructions that require the removal of said obstructions, the OWNER agrees to compensate the CONTRACTOR for said removal at a rate of \$600.00 per hour. If obstruction necessitates removal off-site, the CONTRACTOR will be reimbursed at a direct rate from the OWNER. The aforementioned rate does not include any and all disposal fees. Removal of hazardous material will be the responsibility of the OWNER.

5. **CONSTRUCTION SCHEDULE**

Upon approval of all permits, and coordination with CONTRACTOR'S workload, CAROLINA MARINE STRUCTURES, INC. will proceed diligently until completion of project, which shall be approximately 5 days following notice to proceed.

Upon all permit approvals; the OWNER will be notified of the projected construction schedule and the projected delivery of material.

The OWNER shall be aware and understand that UNCONTROLLED weather conditions could delay the completion, and/or interrupt, the start of this project. The OWNER also understands and shall hold the CONTRACTOR harmless for any damages or delays cause by strikes, acts of god, labor disputes, wars or riots, equipment failures, availability of equipment for change orders, acts of any supplier, land or sea, failure of CONTRACTORS suppliers to deliver beyond CONTRACTORS control. CAROLINA MARINE STRUCTURES, INC. will continue per the work schedule as soon as weather conditions permit.

6. **PAYMENT SCHEDULE.**

CAROLINA MARINE STRUCTURES, INC. shall submit invoices to the client based on the estimated percent completion. The payment schedule is based on the prompt payment of invoices and the orderly and continuous progress of the project. A deposit of \$5,000.00 is due upon signing of contract. Upon completion of the work, the remaining balance, less the initial deposit, will be due in full at the satisfactory conclusion of the on-site final inspection between the owner and Contractor's representative.

This Payment Schedule is based on this scope of work only. Any changes or additions to this scope of work will constitute a Change Order to this contract. All Change Orders will be subject to the attached Standard Terms and Conditions and shall be signed by both parties. DISCREPANCY MUST BE REPORTED WITHIN FIVE (5) DAYS OF THE WORK PERFORMANCE. If payment is not received CAROLINA MARINE STRUCTURES INC., will be entitled to stop work under this agreement until satisfactory agreement for payment has been made. If a STOP WORK is necessary, the OWNER agrees to pay CAROLINA MARINE STRUCTURES, INC., the cost of demobilization \$7,500.00 (off-site) of equipment and personnel; and the subsequent mobilization \$7,500.00 (on-site) of equipment and personnel.

The OWNER agrees to pay CAROLINA MARINE STRUCTURES, INC. an estimated lump sum of \$ 25,511.00 (Refer to Contract)

**DELINQUENT PAYMENTS.** In the event that payments are not made by OWNER in accordance with this Contract, the OWNER agrees to pay the CONTRACTOR **a late charge of eight percent (8%) of the payment due plus 1-1/2% per month thereafter.** The OWNER hereby waives notice of demand and further agrees to any and all collection costs and expenses incurred by the



CONTRACTOR in collections; including any and all reasonable attorney fees incurred in any dispute arising under the Contract.

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7. **ACCESS TO SITE.** OWNER agrees to provide access for the equipment and personnel belonging to CAROLINA MARINE STRUCTURES, INC. and suppliers of materials. The OWNER and CONTRACTOR will agree on an access way and limits of construction. These areas will be designated on the site plan and the CONTRACTOR will remain within these areas. The CONTRACTOR will not be liable for any damage within the designated access way or within the limits of construction.

Access will also be provided to electrical outlets to provide power to the CONTRACTOR for use of power tools necessary to complete the project. Access will also be made available to an outside water faucet.

8. **OWNERSHIP OF DOCUMENTS.** All field data, drawings, specifications, studies, reports and other work produced by CAROLINA MARINE STRUCTURES, INC. are instruments of service for this project only, and shall remain the property of CAROLINA MARINE STRUCTURES, INC. exclusively. Reuse of any of the instruments of service of CAROLINA MARINE STRUCTURES, INC. by the OWNER on extensions of the property, or on any other project, without the written consent of CAROLINA MARINE STRUCTURES, INC. shall be prohibited.

9. **WARRANTY/GUARANTEE.** CAROLINA MARINE STRUCTURES, INC.'S services will be performed in accordance with this agreement, the Standard Terms & Conditions and the designed Drawings, OWNER'S acceptance thereof, and with generally accepted principles and practices in performing its services. CONTRACTOR shall use that degree of care and skill ordinarily exercised under similar circumstances by members of its profession. This warranty is in lieu of all other warranties, either expressed or implied. The OWNER agrees to limit the CONTRACTOR'S liability to the OWNER and to all third parties due to the CONTRACTOR'S negligent acts, errors or omissions, such that the total aggregate liability of CAROLINA MARINE STRUCTURES, INC. its agents and employees to all those named shall not exceed the lesser of \$50,000 or the CONTRACTOR'S total fee of services rendered on this project. This limitation shall be deemed to be a part of the negotiated terms of this agreement.

All workmanship performed under this Contract will be under guarantee for a period of 12 months from the date of completion. Should the OWNER fail to pay the CONTRACTOR the entire sums of the Contract, **INCLUDING ANY CHANGE** as agreed upon (any work performed outside the scope of services stated in the original Contract), the guarantee shall not be in effect until all monies are remitted. In no case shall the warranty be extended beyond twelve (12) months after the completion date (for workmanship). Should the OWNER perform or contract others to perform any filling, dredging operation, or any other construction operations that could damage the structural integrity of work performed by CAROLINA MARINE STRUCTURES, INC. under this Contract without prior consultation and written advisement from the CONTRACTOR, this guarantee becomes null and void. CONTRACTOR is not responsible for any conditions caused by erosion, storms, or any act of nature.

10. **EXCLUSIONS.** Unless stated elsewhere in this agreement, the following specific items are not included in this Contract: fine grading; landscaping; topsoil; seeding; settlement of aggregates or fill; performance and payment bonds; building permits; damage to fences, sidewalks, driveways, trees, sprinkler systems or underground utilities (i.e. electrical wiring, water pipes, sewers, tanks, outfall pipes, cable, gas etc....). Copies of CAROLINA MARINE STRUCTURES, INC'S Certificate of Insurance can be obtained upon request.




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11. **TERMINATION:** Upon receipt of written notification by the OWNER, CAROLINA MARINE STRUCTURES, INC., will immediately stop work on any phase or item of work the OWNER may wish to suspend. In the event that all or any portion of the work performed or partially performed by CAROLINA MARINE STRUCTURES, INC. is suspended, canceled or abandoned, the OWNER shall pay CAROLINA MARINE STRUCTURES, INC. for all work completed or partially completed, on the basis of the fee schedule, plus compensation for all Change Orders and other costs, losses or damages incurred. All amounts earned by CAROLINA MARINE STRUCTURES, INC. up to the date of cancellation shall be due and payable upon date of cancellation. All amounts earned by CAROLINA MARINE STRUCTURES, INC. up to the date of cancellation shall be due and payable upon date of cancellation. Carolina Marine Structures, Inc shall be compensated an amount of 20% for loss of overhead/profit for any terminated portion of this contract amount over and beyond costs that were for work in progress.
12. It is the sole responsibility of the homeowner to notify CAROLINA MARINE STRUCTURES, INC. of any utility lines beyond the responsibilities of the Underground Utility Operators and Contract Locators (from the utility connector to the dwelling). If not identified, damage to these utilities is not the responsibility of the CONTRACTOR.
13. OWNER agrees not to issue or give instructions, orders or directions directly to employees or workmen of CAROLINA MARINE STRUCTURES, INC. other than the person designated as the authorized representative of CAROLINA MARINE STRUCTURES, INC.
14. This agreement supersedes all prior agreements between the OWNER and CONTRACTOR or any of their respective affiliates (written or oral) relating to the subject matter, it is intended as an entire and complete statement of the terms of the agreement between the parties, and may be amended or modified only by a written instrument executed by the OWNER and CONTRACTOR.
15. Effective April 2013, North Carolina General Statutes mandate the filing a lien agent notification via NCLIENS.COM on all projects, residential and commercial, that are \$30,000.00 or more in value. In as much as the contractor has to supply this form with all County/City/Town building permit applications, the contractor will accomplish this task.

**I/WE CONFIRM THAT THE AFOREMENTIONED STANDARD TERMS AND CONDITIONS (ATTACHMENT A) HAVE BEEN READ AND FULLY UNDERSTOOD.**

By: \_\_\_\_\_  
Authorized Representative of Walnut Island POA

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Christopher D. Coleman, President

Date: 10/31/19