

STATE OF NORTH CAROLINA
COUNTY OF DARE

Manns Harbor Canal Maintenance Work Excavation Project Contract

This CONTRACT, made this _____ day of January, 2005, by and between the **County of Dare**, Post Office Box 1000, Manteo, North Carolina, 27954, (hereinafter referred to as "Owner") and **Carolina Marine Structures, Inc.**, Post Office Box 3069, Kill Devil Hills, North Carolina, 27948-3069, doing business as a corporation in the State of North Carolina (hereinafter call "Contractor").

RICITALS

WHEREAS, routine maintenance has been declared as necessary to remove excess materials from a canal that runs parallel to NC SR 1110 in Manns Harbor, North Carolina; and

WHEREAS, The Dare County Oregon Inlet and Waterways Commission desires to sponsor a project whereby this excess materials not to exceed 950 cubic yards will be removed mechanically from the navigable waters in this canal and outward the first day beacon to allow for safer vavigable passage from the outlying waterways into this canal for the purposes of selling the commercial catches, refueling vessels, docking and safe haven for many commercial fishing vessels.

NOW THEREFORE, for and inconsideration of the payments and agreements hereinafter described, the parties agree as follows:

SECTION 1. GENERAL AGREEMENTS

Contractor agrees to perform the work authorized in the Contract Documents, and to comply with all terms and conditions of the Contract Documents; said Contract Documents being defined in the General Conditions of the Contract, which are attached and incorporated herein by reference. Owner agrees to adhere to all terms and conditions of the Contract Documents.

SECTION 2. SCOPE OF WORK

The scope of work is defined as the removal of up to 950 cubic yards of sand and materials from the canal located and running parallel to NCSR 1110 (Old Ferry Dock Road), Manns Harbor, North Carolina by mechanically removing said materials with equipment situated on a floating barge and transferring same materials to dump trucks which will in turn be trucked to the Dare County C & D landfill site on Hwy 264 outside Manns Harbor, NC. There will be no tipping fees for said materials. Exact location of dumping site will be determined prior to work commencing. The scope of work specifications shall be as described in drawings and specifications certified by the Dare County Engineer, Steve Shriver.

SECTION 3. TERM / PROJECT SCHEDULE

The term of this contract shall be for the duration of the project as defined in Contract Documents. The Project Schedule shall be as defined by the County Engineer pursuant to the Contract Documents. Work must be completed by February 15, 2005. Upon final certification of the project and final payment made by Owner, this contract shall terminate.

SECTION 4. COMPENSATION

Contractor shall be paid a total sum not to exceed Thirty Five Thousand Three Hundred Forty and no/100 dollars for all work to be performed under the Contract Documents. Said sum to include all costs associated with the project, including but not limited to mobilization costs, operational costs, equipment, labor, materials, overhead, administrative, and insurance. A method of measurement for materials will be agreed upon by both the Owner and the Contractor at the Pre-Construction Meeting. Contractor will be paid one complete payment for all work completed at completion of Project. Contractor will submit an invoice for all services as agreed upon in this Contract to the Owner. Owner will forward said invoice to the Dare County Finance Department for payment. Payment will be made within 10 days. Contractor is obligated to provide Owner a drawing of completed project and showing that the project provides six (6') feet of water, based on mean low water. Contractor shall not collect or attempt to collect any additional compensation from other individuals, businesses, or entities for any work performed under the scope of work of this Contract.

SECTION 5. AMENDMENT / ASSIGNMENT

This Contract, and all Contract Documents, may not be amended or assigned without prior written consent of Owner and Contractor and as provided under the General Conditions. Amendments and modifications to the scope of work may be made as provided for under the General Conditions of the Contract.

SECTION 6. EFFECTIVE DATE

The effective date of this Contract shall be the date first written above.

SECTION 7. PERMITS

The required CAMA permit has been obtained by Owner and a copy of same is hereby incorporated into this Contract.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Contract on the date first above written.

**OWNER:
DARE COUNTY**

Stan M. White, Chairman
Dare County Board of Commissioners

ATTEST:

Fran Harris Clerk to the Board

“This instrument has been preaudited in the manner required by the Local Government Fiscal Control Act.”

Signature

Date: _____

**CONTRACTOR:
CAROLINA MARINE STRUCTURES, INC**

President

ATTEST:

_____ Name

_____ Title