

ADDENDUM NO. 1
TO
CONTRACT DOCUMENTS
FOR
POST-FLORENCE RENOURISHMENT PROJECT – PHASE 1
TOWNS OF EMERALD ISLE AND INDIAN BEACH
CARTERET COUNTY, NORTH CAROLINA

TOWNS OF EMERALD ISLE AND INDIAN BEACH

30 October 2018

General

1. This Addendum shall supplement, amend, and become part of the Bid Documents. All Bids and the Construction Contract shall be based on these modifications.
2. Bidders shall acknowledge the receipt of this addendum on their Bid Form.

Specific

The following revisions should be noted at the appropriate part of the Contract Documents and made a part thereof:

I. **Plans**

- a. None

II. **Specifications**

- a. FRONT END; SUGGESTED BID FORM; Page 7 of 10, 1st Paragraph: Replace “within Pine Knoll Shores” with “within Indian Beach”.

Replace original bid form sheets with those attached as part of this addendum.

- b. FRONT END; FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR; Page 5 of 9, Article 8 – 8.01 D: Insert new item for D. for both Emerald Isle and Indian Beach forms.

D. Contractor understands that a source of funding for this contract is federal funds and the following federal provisions apply pursuant to 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II (as applicable): Equal Employment Opportunity (41 C.F.R. Part 60); Davis-Bacon Act (40 U.S.C. 3141-3148); Copeland “Anti-Kickback” Act (40 U.S.C. 3145); Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708); Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387); Debarment and Suspension (Executive Orders 12549 and 12689); Byrd Anti-Lobbying Amendment (31 U.S.C. 1352); Procurement of Recovered Materials (2 C.F.R. § 200.322); and Record Retention Requirements (2 CFR § 200.324).

Replace original form of agreement sheets for both towns with those attached as part of this addendum.

- c. FRONT END; CERTIFICATE OF TOWN’S ATTORNEY; 2nd Paragraph, Fourth Line: Replace “Town of Pine Knoll Shores” with “Town of Indian Beach”.
- d. FRONT END; SUPPLEMENTARY CONDITIONS OF THE CONSTRUCTION CONTRACT; Page 1 of 10, SC-1.01.A.29: Replace “Town of Pine Knoll Shores” with “Town of Indian Beach”.
- e. FRONT END; SUPPLEMENTARY CONDITIONS OF THE CONSTRUCTION CONTRACT; Page 6 of 10, SC-14.02.C.1: Replace “Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended will (subject to the provisions of Paragraph 14.02.D) become due, and when due will be paid by Owner to Contractor.” with “On the first of the month following presentation of the Application for Payment to Owner with Engineer's recommendation (approximately 35 days), the amount recommended will (subject to the provisions of Paragraph 14.02.D) become due, and when due will be paid by Owner to Contractor.”
- f. FRONT END; SUPPLEMENTARY CONDITIONS OF THE CONSTRUCTION CONTRACT; Page 6 of 10, SC-15.03.C: Replace “ttakes” with “takes”.

Replace original supplementary conditions of the construction contract sheets with those attached as part of this addendum.

Questions Submitted By Bidders:

Is there a budget for the project and when will the engineers estimate be provided? **Yes. The budget for the cost of construction is between \$10M - \$15M. The engineers estimate will be provided at the bid opening at which bids can be opened.**

Will a list of plan holders and attendees of this meeting be made available? **Yes, both items are attached.**

Are existing beach profiles available? **Yes, the latest monitoring survey profiles locations and profile plots are attached.**

How much time will be allowed to pay contractor invoices? **A total of 35 days from receipt of invoice – please see Supplementary Conditions SC-14.02.B.**

Will the contractor be required to complete turbidity monitoring? **No, but the contractor is advised that the 25 NTU is a state requirement and the state permitting agencies may conduct monitoring to verify compliance.**

Is the contractor mobilization payment dependent on which Town reach is completed first? **No, the initial mobilization payment application may be made in full for both contracts upon commencement of placing material on either beach.**

What happens if the turtle/sturgeon take limit for the project is exceeded? **Consultation procedures with NMFS will be followed until the project is cancelled by either NMFS/USACE/Owner. If the project is cancelled for this reason, the Termination for Convenience clauses in the General and Supplementary Conditions of the Contract will be applicable.**

If the Owner increases the quantity as allowed up to 20% will the Contractor be given additional time? **The Owner will work with the Contractor to ensure placement of any additional quantity is achievable and will also request any necessary extensions to the work window to allow the Contractor to complete the additional quantity. In any event, with regard to Liquidated Damages, the Contractor will only be responsible for placement of the original contract quantity if the work window expires regardless of an extension is received or not.**

End of Addendum No. 1

BID FORM

POST-FLORENCE RENOURISHMENT PROJECT – PHASE 1, CARTERET COUNTY, NC

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ARTICLE 1 – BID RECIPIENT

This Bid is submitted to:

the Town of Emerald Isle, 7500 Emerald Drive, Emerald Isle, North Carolina 28594; and

the Town of Indian Beach, 1400 Salter Path Road, Indian Beach, North Carolina 28512.

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 – BIDDER’S ACKNOWLEDGEMENTS

Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 30 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER’S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged:

<u>Addendum No.</u>	<u>Addendum Date</u>
_____	_____
_____	_____
_____	_____

B. Bidder has become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) that have been identified in SC-4.02 as containing reliable "technical data," and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in SC-4.06 as containing reliable "technical data."

E. Bidder has considered the information known to Bidder; 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 Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs.

- F. Based on the information and observations referred to in Paragraph 3.01.E above, Bidder does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. 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.
- H. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.
- I. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
- J. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

ARTICLE 4 – BIDDER'S CERTIFICATION

Bidder certifies that:

- A. 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;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;

3. Dune Planting: Entire work with labor, material, equipment, testing, transportation, and all appurtenances for planting of approximately 178,100 square yards of restored dune and one replanting of areas where vegetation does not become reestablished as described in the technical specifications, Section 02923 Dune Planting.

Lump Sum Price: _____ (\$ _____)
(use words) (figures)

TOTAL BASE BID LUMP SUM PRICE (sum of Items 1, 2 & 3):

Lump Sum Price: _____ (\$ _____)
(use words) (figures)

NOTE: THE TOTAL BASE BID LUMP SUM PRICE SHALL BE EQUAL TO THE SUM OF THE INDIVIDUAL CONSTRUCTION CONTRACTS FOR BOTH TOWNS PROVIDED BY THE BIDDER IN PARAGRAPH 5.02 OF THIS BID FORM.

ADJUSTMENTS:

Volume changes: Owner reserves the right to change the volumes in cubic yards in the Base Bid by up to 20% (increase or decrease). Bidder agrees to adjust the Lump Sum Price for any award with his stated unit price, provided that the volume within that award is not changed by the Owner by more than 20%. Payment will be made only for each cubic yard placed as verified by the post-construction survey as outlined in the specifications, up to the final awarded volume. Payment will be for in place cubic yards in accordance with the following unit price. Unit Price times Contract Volume shall not exceed the Dredging and Placement Lump Sum Price.

Unit price for Base Bid and Adjustment of Base Bid Dredging and Placement Work (dollars per cubic yard in place):

_____ (\$ _____)
(use words) (figures)

Dune planting changes: Owner reserves the right to change the planting area in square yards in the Base Bid by up to 20% (increase or decrease). Bidder agrees to adjust the Lump Sum Price for any award with his stated unit price, provided that the planting area within that award is not changed by the Owner by more than 20%. Payment will be made only for each square yard planted as verified by the post-construction survey as outlined in the specifications, up to the final awarded planting area. Payment will be for planted in place square yards in accordance with the following unit price. Unit Price times Planting Area of 178,100 square yards shall not exceed the Dune Planting Lump Sum Price.

Unit price for Base Bid and Adjustment of Base Bid Dune Planting Work (dollars per square yard planted in place):

_____ (\$ _____)

(use words)

(figures)

Suspension of Work: If suspension of dredging or placement occurs for reasons beyond the control of the Owner or the Contractor, then the Owner will compensate Contractor for such delays. For such suspension of at least one day, bid the following delay costs. Suspensions of parts of a day will be pro-rated. The cost below is the total cost of suspending the Contractor's operations **for one day**, regardless of the number of dredges the Contractor chooses to use. Suspension of work due to adverse weather conditions is not included and shall be included in the **TOTAL BASE BID LUMP SUM PRICE**.

Suspension of Work Unit Price (dollars per day):

_____ (\$ _____)

(use words)

(figures)

Relocation Trawling: If relocation trawling is required during the course of the project, then the Owner will compensate Contractor for costs associated with this work item. Payment will be made for each day of relocation trawling and relocation that is required and authorized by Owner or Engineer. The cost below is the total cost of the turtle trawling and relocation operations **for one day**, regardless of the number of dredges the Contractor chooses to use.

Relocation Trawling and Relocation Unit Price (dollars per day):

_____ (\$ _____)

(use words)

(figures)

Beach Tilling: If beach tilling is required during the course of the project, as described in the specifications Section 02882 BEACH FILL, then the Owner will compensate Contractor for costs associated with this work item. Payment will be made for each day of beach tilling that is required and authorized by Owner or Engineer.

Beach Tilling Unit Price (dollars per day):

_____ (\$ _____)

(use words)

(figures)

APPARENT LOW BIDDER: The Apparent Low Bidder will be the lowest bidder based on the Total Base Bid Lump Sum Price plus one (1) day Suspension of Work Unit Price plus thirty (30) days Relocation Trawling Unit Price plus five (5) days Beach Tilling Unit Price.

5.02 INDIVIDUAL CONSTRUCTION CONTRACTS

Due to funding reasons, individual construction contracts will be made between the Contractors and the Towns of Emerald Isle and Indian Beach. Mobilization and demobilization costs will be split between the two contracts based on the prorated bid volume to be delivered to each Town (65.3% Emerald Isle, 34.7% Indian Beach). Each Town will be responsible for the unit price of beach fill times the quantity of beach fill placed on its beach (same with dune planting area) as well as any beach tilling cost required for its beach, as well as any suspension cost or relocation trawling cost incurred while Bidder is working in that particular Town. Based upon the figures given above, the Contract Price to each Town will be as follows:

Town of Emerald Isle

Dredging by hopper dredge, placement, and grading of 617,100 cubic yards of beach fill material on 16,375 linear feet of beach within Emerald Isle as identified in the Plans.

1. Mobilization and Demobilization: All costs connected with the mobilization and demobilization of the Contractor's plant and equipment for work of this Contract are included in this bid item.

Lump Sum Price: _____ (\$ _____)
(use words) (figures)

2. Dredging and Placement: Entire work with labor, material, equipment, testing, transportation, and all appurtenances to dredge beach fill material, transport beach fill, and construct the beach fill project, complete in place, in accordance with the plans and specifications.

Lump Sum Price: _____ (\$ _____)
(use words) (figures)

3. Dune Planting: Entire work with labor, material, equipment, testing, transportation, and all appurtenances for planting of approximately 103,950 square yards of restored dune and one replanting of areas where vegetation does not become reestablished as described in the technical specifications, Section 02923 Dune Planting.

Lump Sum Price: _____ (\$ _____)
(use words) (figures)

TOTAL BASE BID LUMP SUM PRICE (sum of Items 1, 2 & 3):

Lump Sum Price: _____ (\$ _____)
(use words) (figures)

Town of Indian Beach

Dredging by hopper dredge, placement, and grading of 328,400 cubic yards of beach fill material on 10,900 linear feet of beach within Indian Beach as identified in the Plans.

- 4. Mobilization and Demobilization: All costs connected with the mobilization and demobilization of the Contractor’s plant and equipment for work of this Contract are included in this bid item.

Lump Sum Price: _____ (\$ _____)
(use words) (figures)

- 5. Dredging and Placement: Entire work with labor, material, equipment, testing, transportation, and all appurtenances to dredge beach fill material, transport beach fill, and construct the beach fill project, complete in place, in accordance with the plans and specifications.

Lump Sum Price: _____ (\$ _____)
(use words) (figures)

- 6. Dune Planting: Entire work with labor, material, equipment, testing, transportation, and all appurtenances for planting of approximately 74,150 square yards of restored dune and one replanting of areas where vegetation does not become reestablished as described in the technical specifications, Section 02923 Dune Planting.

Lump Sum Price: _____ (\$ _____)
(use words) (figures)

TOTAL BASE BID LUMP SUM PRICE (sum of Items 1, 2 & 3):

Lump Sum Price: _____ (\$ _____)
(use words) (figures)

ARTICLE 6 – TIME OF COMPLETION

Bidder agrees that the Work will be substantially complete on or before:

Bidder agrees that the Work will be substantially complete on or before 30 April 2019 and will be completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions on or before 15 May 2019.

Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

The following documents are submitted with and made a condition of this Bid:

- A. Required Bid security in the form of Bid Bond;

- B. Insurance Certificates;
- C. Non-collusion Affidavit;
- D. List of Proposed Subcontractors;
- E. List of Proposed Equipment;
- F. Appropriate Minority Business Participation Forms; and
- G. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids.

ARTICLE 8 – DEFINED TERMS

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 9 – BID SUBMITTAL

9.01 This Bid is submitted by:

If Bidder is:

An Individual

Name (typed or printed): _____

By: _____
(Individual's signature)

Doing business as: _____

A Partnership

Partnership Name: _____

By: _____
(Signature of general partner -- attach evidence of authority to sign)

Name (typed or printed): _____

A Corporation

Corporation Name: _____ (SEAL)

State of Incorporation: _____

Type (General Business, Professional, Service, Limited Liability): _____

By: _____
(Signature -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____
(CORPORATE SEAL)

Attest _____

Date of Qualification to do business in North Carolina is ____/____/____.

A Joint Venture

Name of Joint Venture: _____

First Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of first joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Second Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of second joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

Bidder's Business Address _____

Phone No. _____ Fax No. _____

E-mail _____

SUBMITTED on _____, 20____.

State Contractor License No. _____. *[If applicable]*

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

THIS AGREEMENT is by and between THE TOWN OF EMERALD ISLE (“Owner”) and _____ (“Contractor”).

Owner and Contractor hereby agree as follows:

1. WORK

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

1. Dredging by hopper dredge, placement, grading of 617,100 cubic yards over 16,375 linear feet of beach (approximate stations 335+00 to 498+75).
2. Planting of approximately 103,950 square yards of restored dune and one replanting of areas where vegetation does not become reestablished.
3. Tilling of the constructed beach, if required, in accordance with requirements of the Contract Documents, specifications, and permits.
4. Relocation trawling and relocation, if required, in accordance with requirements of the Contract Documents, specifications, and permits.
5. Restoration of accesses, staging areas, and infrastructure to conditions equivalent to or better than those existing before construction.
6. Notice of Award will be issued on or before December 15, 2018, and a Notice to Proceed is expected to be issued by January 15, 2019 and no later than February 1, 2019.
7. By permit the Contractor may initiate beach operations and/or hopper dredging operations in the Atlantic Ocean no earlier than the later of issuance of NTP or 12:00 a.m. on November 16, 2018.
8. Substantial Completion of the work, including removal of equipment from the beach shall occur by April 30, 2019. Final Completion shall be by May 15, 2019. Demobilization may be completed after Substantial Completion, but before Final Payment.

2. THE PROJECT

- 2.02 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

POST-FLORENCE RENOURISHMENT PROJECT – PHASE 1
TOWN OF EMERALD ISLE
CARTERET COUNTY, NORTH CAROLINA

3. ENGINEER

- 3.02 The Project has been designed by Moffatt & Nichol, Inc. (Engineer), 4700 Falls of Neuse Road, Suite 300 Raleigh, North Carolina 27609 which is to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

4. CONTRACT TIMES

4.01 *Time 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 *Dates for Substantial Completion and Final Payment*

- B. The Work will be substantially completed on or before 30 April 2019, and completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions on or before 15 May 2019.

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 loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. 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), Contractor shall:

- (1) If the Contractor places less than 75% of the overall advertised project quantity (combined Emerald Isle and Indian Beach Contracts) regardless of weather, by the required completion date of April 30, 2019, Contractor shall not be required to return to place the remaining material, however, the Contractor shall forfeit the remaining 40% Mobilization & Demobilization Payment, the 5% retainage and compensate the Owner at a rate of \$3.00/cy for each cy of the advertised quantity not placed.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

- A. The first invoice received may not exceed 60% of the Mobilization and Demobilization Lump Sum Bid. Furthermore, there must be evidence of mobilization prior to this payment.
- B. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 25th day of each month (see SC-14.02 B) during performance of the Work as provided in Paragraph 6.02.B.1 below. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A of 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 in the General Requirements.
 - 1. Prior to **Final** 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 Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 14.02 of the General Conditions.
 - a. 95 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage (the Owner reserves the right to increase the retainage up to 5% of the total contract value if the character and progress of the work are not satisfactory to the Owner and Engineer); and
 - b. N/A percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 14.07 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 14.07.

ARTICLE 7 – INTEREST

- 7.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the rate of 2 percent per annum.

ARTICLE 8 – CONTRACTOR’S REPRESENTATIONS

- 8.01 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:
- A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
 - B. Contractor has become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
 - D. Contractor understands that a source of funding for this contract is federal funds and the following federal provisions apply pursuant to 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II (as applicable): Equal Employment Opportunity (41 C.F.R. Part 60); Davis-Bacon Act (40 U.S.C. 3141-3148); Copeland “Anti-Kickback” Act (40 U.S.C. 3145); Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708); Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387); Debarment and Suspension (Executive Orders 12549 and 12689); Byrd Anti-Lobbying Amendment (31 U.S.C. 1352); Procurement of Recovered Materials (2 C.F.R. § 200.322); and Record Retention Requirements (2 CFR § 200.324).
 - E. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities), if any, that have been identified in Paragraph SC-4.02 of the Supplementary Conditions as containing reliable "technical data," and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in Paragraph SC-4.06 of the Supplementary Conditions as containing reliable "technical data."
 - F. Contractor has considered the information known to Contractor; 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 Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) Contractor’s safety precautions and programs.
 - G. Based on the information and observations referred to in Paragraph 8.01.E above, Contractor does not consider that 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 Documents.

- H. 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.
- I. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 *Contents*

- A. The Contract Documents consist of the following:
 - 1. This Agreement (pages 1 to 9, inclusive).
 - 2. Performance bond (pages ____ to ____, inclusive).
 - 3. Payment bond (pages ____ to ____, inclusive).
 - 4. General Conditions (pages ____ to ____, inclusive).
 - 5. Supplementary Conditions (pages ____ to ____, inclusive).
 - 6. Specifications as listed in the table of contents of the Project Manual.
 - 7. Drawings consisting of ____ sheets with each sheet bearing the following general title: ____ [or] the Drawings listed on attached sheet index.
 - 8. Addenda (numbers ____ to ____, inclusive).
 - 9. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor’s Bid (pages ____ to ____, inclusive).
 - b. Documentation submitted by Contractor prior to Notice of Award (pages ____ to ____, inclusive).
 - 10. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a. Notice to Proceed (pages ____ to ____, inclusive).
 - b. Work Change Directives.
 - c. Change Orders.

- B. The documents listed in Paragraph 9.01.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 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 *Terms*

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

10.02 *Assignment of Contract*

- A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 *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 10.05:
 - 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.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement. Counterparts have been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or have been identified by Owner and Contractor or on their behalf.

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

OWNER:

CONTRACTOR

By: _____

By: _____

Title: _____

Title: _____

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

Attest: _____

Attest: _____

Title: _____

Title: _____

Address for giving notices:

Address for giving notices:

License No.: _____

(Where applicable)

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

·
Agent for service of process:

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

THIS AGREEMENT is by and between THE TOWN OF INDIAN BEACH (“Owner”) and _____ (“Contractor”).

Owner and Contractor hereby agree as follows:

1. WORK

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

1. Dredging by hopper dredge, placement, grading of 328,400 cubic yards over 10,900 linear feet of beach (approximate stations 498+75 to 559+75 and 671+00 to 719+00).
2. Planting of approximately 74,150 square yards of restored dune and one replanting of areas where vegetation does not become reestablished.
3. Tilling of the constructed beach, if required, in accordance with requirements of the Contract Documents, specifications, and permits.
4. Relocation trawling and relocation, if required, in accordance with requirements of the Contract Documents, specifications, and permits.
5. Restoration of accesses, staging areas, and infrastructure to conditions equivalent to or better than those existing before construction.
6. Notice of Award will be issued on or before December 15, 2018, and a Notice to Proceed is expected to be issued by January 15, 2019 and no later than February 1, 2019.
7. By permit the Contractor may initiate beach operations and/or hopper dredging operations in the Atlantic Ocean no earlier than the later of issuance of NTP or 12:00 a.m. on November 16, 2018.
8. Substantial Completion of the work, including removal of equipment from the beach shall occur by April 30, 2019. Final Completion shall be by May 15, 2019. Demobilization may be completed after Substantial Completion, but before Final Payment.

2. THE PROJECT

- 2.02 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

POST-FLORENCE RENOURISHMENT PROJECT – PHASE 1
TOWN OF INDIAN BEACH
CARTERET COUNTY, NORTH CAROLINA

3. ENGINEER

- 3.02 The Project has been designed by Moffatt & Nichol, Inc. (Engineer), 4700 Falls of Neuse Road, Suite 300 Raleigh, North Carolina 27609 which is to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

4. CONTRACT TIMES

4.01 *Time 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 *Dates for Substantial Completion and Final Payment*

- B. The Work will be substantially completed on or before 30 April 2019, and completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions on or before 15 May 2019.

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 loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. 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), Contractor shall:

- (1) If the Contractor places less than 75% of the overall advertised project quantity (combined Emerald Isle and Indian Beach Contracts) regardless of weather, by the required completion date of April 30, 2019, Contractor shall not be required to return to place the remaining material, however, the Contractor shall forfeit the remaining 40% Mobilization & Demobilization Payment, the 5% retainage and compensate the Owner at a rate of \$3.00/cy for each cy of the advertised quantity not placed.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

- A. The first invoice received may not exceed 60% of the Mobilization and Demobilization Lump Sum Bid. Furthermore, there must be evidence of mobilization prior to this payment.
- B. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 25th day of each month (see SC-14.02 B) during performance of the Work as provided in Paragraph 6.02.B.1 below. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A of 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 in the General Requirements.
 - 1. Prior to **Final** 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 Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 14.02 of the General Conditions.
 - a. 95 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage (the Owner reserves the right to increase the retainage up to 5% of the total contract value if the character and progress of the work are not satisfactory to the Owner and Engineer); and
 - b. N/A percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 14.07 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 14.07.

ARTICLE 7 – INTEREST

- 7.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the rate of 2 percent per annum.

ARTICLE 8 – CONTRACTOR’S REPRESENTATIONS

- 8.01 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:
- A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
 - B. Contractor has become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
 - D. Contractor understands that a source of funding for this contract is federal funds and the following federal provisions apply pursuant to 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II (as applicable): Equal Employment Opportunity (41 C.F.R. Part 60); Davis-Bacon Act (40 U.S.C. 3141-3148); Copeland “Anti-Kickback” Act (40 U.S.C. 3145); Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708); Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387); Debarment and Suspension (Executive Orders 12549 and 12689); Byrd Anti-Lobbying Amendment (31 U.S.C. 1352); Procurement of Recovered Materials (2 C.F.R. § 200.322); and Record Retention Requirements (2 CFR § 200.324).
 - E. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities), if any, that have been identified in Paragraph SC-4.02 of the Supplementary Conditions as containing reliable "technical data," and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in Paragraph SC-4.06 of the Supplementary Conditions as containing reliable "technical data."
 - F. Contractor has considered the information known to Contractor; 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 Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) Contractor’s safety precautions and programs.
 - G. Based on the information and observations referred to in Paragraph 8.01.E above, Contractor does not consider that 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 Documents.

- H. 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.
- I. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 *Contents*

- A. The Contract Documents consist of the following:
 - 1. This Agreement (pages 1 to 9, inclusive).
 - 2. Performance bond (pages ____ to ____, inclusive).
 - 3. Payment bond (pages ____ to ____, inclusive).
 - 4. General Conditions (pages ____ to ____, inclusive).
 - 5. Supplementary Conditions (pages ____ to ____, inclusive).
 - 6. Specifications as listed in the table of contents of the Project Manual.
 - 7. Drawings consisting of ____ sheets with each sheet bearing the following general title: ____ [or] the Drawings listed on attached sheet index.
 - 8. Addenda (numbers ____ to ____, inclusive).
 - 9. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor’s Bid (pages ____ to ____, inclusive).
 - b. Documentation submitted by Contractor prior to Notice of Award (pages ____ to ____, inclusive).
 - 10. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a. Notice to Proceed (pages ____ to ____, inclusive).
 - b. Work Change Directives.
 - c. Change Orders.

- B. The documents listed in Paragraph 9.01.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 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 *Terms*

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

10.02 *Assignment of Contract*

- A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 *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 10.05:
 - 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.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement. Counterparts have been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or have been identified by Owner and Contractor or on their behalf.

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

OWNER:

CONTRACTOR

By: _____

By: _____

Title: _____

Title: _____

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

Attest: _____

Attest: _____

Title: _____

Title: _____

Address for giving notices:

Address for giving notices:

License No.: _____

(Where applicable)

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

·
Agent for service of process:

SUPPLEMENTARY GENERAL CONDITIONS

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract, EJCDC C-700 (2007 Edition). All provisions which are not so amended or supplemented remain in full force and effect.

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SC-1.01 *Defined Terms*

The terms used in these Supplementary Conditions have the meanings stated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings stated below, which are applicable to both the singular and plural thereof.

The address system used in these Supplementary Conditions is the same as the address system used in the General Conditions, with the prefix "SC" added thereto.

SC-1.01.A.29 *Owner*

Owner is defined as the Town of Emerald Isle and the Town of Indian Beach, both North Carolina municipalities, for their respective contracts.

SC-1.01.A.44 *Substantial Completion*

Substantial Completion will be deemed to have been reached once the contract quantities included in the Base Bid or any awarded Alternates have been placed, graded, tilled (if required), and equipment has been removed from the beach, as confirmed by Engineer. Demobilization may be completed after Substantial Completion, but before Final Payment.

SC-2.05.A *Preliminary Schedules*

Replace paragraph 2.05.A with the following:

A. Within ten (10) days after the Effective Date of the Agreement, Contractor shall submit to Engineer a preliminary schedule, detailing the Contractor's plans for completing the project within the times identified in the Bid Form. Engineer and Owner require five (5) business days to examine, comment on, and return the preliminary schedule to the Contractor. Any delays in the project, which are the result of delays in Contractor delivering a preliminary schedule showing completion of the work within the times prescribed, will be the sole responsibility of the Contractor and will be considered Avoidable Delays. Owner reserves the right to withhold Notice to Proceed until such schedule has been delivered and examined.

SC-4.01.B *Availability of Lands*

As Owner is a municipality and not subject to mechanic's liens, replace paragraph B with:

B. Owner has obtained perpetual easements of construction and maintenance of the nourished beach. Upon reasonable written request, Owner shall furnish Contractor with a current list of beachfront property owners and easements, but Owner will not be performing a title search.

SC-4.02 *Subsurface or Physical Conditions*

A. Owner has completed multiple studies of subsurface or physical conditions. See Appendices A and B.

Add the following new paragraph immediately after paragraph 5.04.B:

C. The limits of liability for the insurance required by General Conditions 5.04 shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:

1. Workers’ Compensation, and related coverages under General Conditions 5.04.A.1 and A.2:	
a. State	Statutory
b. Applicable Federal (eg, Jones Act, Longshoreman’s and Harbor Workers)	\$2,000,000
c. Employer’s Liability	\$2,000,000
2. Contractor’s General Liability under General Conditions 5.04.A.3 through A.6 which shall include completed operations and product liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Contractor:	
a. General Aggregate	\$5,000,000
b. Products – Completed Operations Aggregate	\$5,000,000
c. Personal and Advertising Injury \$ 2,000,000	\$2,000,000
d. Each Occurrence (Bodily Injury and Property Damage)	\$2,000,000
e. Property Damage liability insurance will provide Explosion, Collapse, and Underground coverages where applicable	
f. Excess or Umbrella Liability (This coverage is not in addition to the limits in other coverages. Any combination that provides \$2,000,000 coverage per individual and \$5,000,000 in aggregate will fulfill this condition.)	
1) General Aggregate	\$5,000,000
2) Each Occurrence	\$2,000,000
3. Automobile Liability under General Conditions 5.04.A.6:	
a. Bodily Injury: Each person	\$1,000,000
Each Accident	\$2,000,000
b. Property Damage: Each Accident	\$500,000
Watercraft Liability under General Conditions 5.04.A.6:	

a. Bodily Injury: Each person	\$1,000,000
Each Accident	\$2,000,000
b. Property Damage: Each Accident	\$2,000,000
4. The Contractual Liability coverage required by General Conditions 5.04.B.3 shall provide coverage for not less than the following amounts:	
Each Accident	\$2,000,000
Annual Aggregate	\$5,000,000

SC-6.02.B *Labor; Working Hours*

Replace paragraph 6.02.B with:

B. Owner will not be responsible for Contractor’s overtime, holiday pay, or weekend pay. Contractor agrees to hold Owner harmless from any and all violations of state or federal labor laws caused directly or indirectly by Contractor’s actions in performance of this Contract and further agrees to indemnify Owner for any fines, penalties, fees or other monies assessed against Owner for such violations.

SC-6.06 *Concerning Subcontractors, Suppliers, and Others*

This provision shall be added to paragraph General Conditions 6.06.B:

North Carolina GS 143-128.2 establishes a ten percent (10%) goal for participation of Minority Businesses in the total value of the work. Responsive bids must include appropriate affidavits.

SC-6.08 *Permits*

Replace paragraph 6.08.A with:

A. Owner has obtained a draft North Carolina CAMA Major Permit and the U.S. Army Corps of Engineers Permit for this project as well as a lease (pending) from the Bureau of Ocean and Energy Management (BOEM) to utilize the borrow site which required a Biological Opinion from National Marine Fisheries Service (NMFS). Contractor is required to abide by the permit conditions as well as conditions listed in the Technical Specifications. See Appendix D.

B. Additional Special Conditions resulting from other regulatory requirements are listed in the Technical Specifications.

SC-6.12 *Record Documents*

Contractor shall provide hard and/or digital copies of all quality control reports and After-Dredging Survey data.

In addition to the documents listed in General Conditions 6.12 that Contractor is required to keep available at the work site, Contractor must have available, during all hours the Contractor is working, copies of the NC CAMA and USACE permits, BOEM Authorizations, NMFS Biological Opinion and USACE construction placard for inspection by Owner, Engineer, and permitting agencies.

SC-7.04 *Claims Between Contractors*

This provision is added immediately after General Conditions 7.03:

A. Should Contractor cause damage to the work or property of any separate contractor at the Site, or should any claim arising out of Contractor's performance of the Work at the Site be made by any separate contractor against Contractor, Owner, Engineer, Engineer's Consultants, or the construction coordinator, then Contractor (without involving Owner, Engineer, or construction coordinator) shall either (1) remedy the damage, (2) agree to compensate the other contractor for remedy of the damage, or (3) remedy the damage and attempt to settle with such other contractor by agreement, or to otherwise resolve the dispute by arbitration or at law.

B. Contractor shall, to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless Owner, Engineer, Engineer's Consultants, the construction coordinator and the officers, directors, partners, employees, agents and other consultants and subcontractors of each and any of them from and against all claims, costs, losses and damages (including, but not limited to, fees and charges of engineers, architects, attorneys, and other professionals and court and arbitration costs) arising directly, indirectly or consequentially out of any action, legal or equitable, brought by any separate contractor against Owner, Engineer, Engineer's Consultants, or the construction coordinator to the extent said claim is based on or arises out of Contractor's performance of the Work. Should a separate contractor cause damage to the Work or property of Contractor or should the performance of work by any separate contractor at the Site give rise to any other Claim, Contractor shall not institute any action, legal or equitable, against Owner, Engineer, Engineer's Consultants, or the construction coordinator or permit any action against any of them to be maintained and continued in its name or for its benefit in any court or before any arbiter which seeks to impose liability on or to recover damages from Owner, Engineer, Engineer's Consultants or the construction coordinator on account of any such damage or Claim.

C. If Contractor is delayed at any time in performing or furnishing Work by any act or neglect of a separate contractor, and Owner and Contractor are unable to agree as to the extent of any adjustment in Contract Times attributable thereto, Contractor may make a Claim for an extension of times in accordance with Article 12. An extension of the Contract Times shall be Contractor's exclusive remedy with respect to Owner, Engineer, and construction coordinator for any delay, disruption, interference, or hindrance caused by any other contractor. This paragraph does not prevent recovery from Owner, Engineer, or construction coordinator for activities that are their respective responsibilities.

SC-8.09 *Limitations on Owner's Responsibilities*

Add the following new paragraphs immediately after paragraph General Conditions 8.09.A:

B. *Personal Liability.* No officer or agent of the Owner or Engineer, while acting within the scope of his/her authority, shall be subject to any personal liability or accountability by reason of his/her execution of this Contract or any other documents related to the transactions contemplated hereby. Such officers or agents shall be deemed to execute such documents in their official capacities only, and not in their individual capacities.

C. *Owner's Site Representative.* The Owner's Site Representative or his designee shall reserve the right to periodically audit the Contractor's job site(s) to ensure compliance with applicable safety regulations, rules, and standards. The Owner's Site Representative shall reserve the right to stop the work, if a hazardous situation is observed that, in the opinion of the Representative, is immediately dangerous to life or health. The job shall remain closed until such time as the unsafe condition is corrected to the satisfaction of the Representative. In all cases, the Representative shall make every effort to contact the Contractor's designated safety representative. The Representative does not have to allow a condition to persist in order to satisfy any requirement to contact the Contractor's designated safety representative. No additional compensation shall be added to the Contract Price, and the Owner shall not be liable for any expenses or damages incurred by the Contractor as a result of stopping work to correct a condition that is immediately dangerous to life or health. No additional time shall be added to the Contract Time as a result of stopping work by the Owner's Site Representative to correct a condition that is immediately dangerous to life or health.

SC-11.03 *Unit Price Work*

This is a lump-sum contract. Adjustment of the unit price according to conditions listed in General Conditions 11.03 will be considered only if the Base Bid volume is changed by more than 20% percent.

SC-14.02.A *Applications for Payments*

Add the following new paragraph immediately after paragraph General Conditions 14.02.A.3:

4. Documentation that must accompany Applications for Payments is detailed in Sections 01270 and 02882 of the Technical Specifications.

SC-14.02.B *Review of Applications*

Replace paragraph General Conditions 14.02.B.1 with the following:

1. Applications for Payment are due to the Engineer by the 25th day of each month that they are claimed. A total of 35 days is required for review by Engineer and Owner, as well as reimbursement from FEMA, for payment by the 1st. Engineer will, within 10 days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to Owner or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.

SC-14.02.C.1 *Payment Becomes Due*

Replace paragraph General Conditions 14.02.C.1 with the following:

1. On the first of the month following the Application for Payment to Owner with Engineer's recommendation (approximately 35 days), the amount recommended will (subject to the provisions of Paragraph 14.02.D) become due, and when due will be paid by Owner to Contractor.

SC-15.03 *Owner May Terminate for Convenience*

Add the following paragraphs after paragraph General Conditions 15.03B:

C. National Marine Fisheries Service (NMFS) has provided an allotment of turtle and sturgeon takes for this project as well as conditions for takes concerning relocation of turtles and sturgeon. If after these takes consultation with NMFS results in cancellation of the project, this project will be Terminated for Convenience.

SC-15.04 *Contractor May Stop Work or Terminate*

Replace paragraph General Conditions 15.04.A and B with the following:

- B. If, through no act or fault of Contractor, (i) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (ii) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (iii) Owner fails for 65 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the Contract and recover from Owner payment on the same terms as provided in Paragraph 15.03.
- C. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 65 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this Paragraph 15.04 are not intended to preclude Contractor from making a Claim under Paragraph 10.05 for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this Paragraph.

SC-16 *DISPUTE RESOLUTION*

Add the following new paragraph immediately after paragraph General Conditions 16.01:

SC-16.02 *Mediation*

A. Owner and Contractor agree that they shall first make a good faith effort to resolve any issues which may arise between the parties during regarding this Agreement and the business relationship created thereby and to submit any and all unsettled claims, counterclaims, disputes and other matters in question between them arising out of or relating to this Agreement or the breach thereof ("disputes"), to mediation prior to either of them seeking recourse by legal

process. The above notwithstanding, nothing shall limit the right of any party to this Agreement: (1) to seek judicial equitable relief, or other equitable relief available to it under applicable statutory and/or case law including, but not limited to, injunctive relief and the appointment of a receiver; or (2) to exercise any self-help rights or any other rights or remedies available to it by contract or applicable statutory or case law (including but not limited to the filing of an involuntary petition in bankruptcy, the right of set off, attachment, recoupment, foreclosure, or repossession) with respect to its extension of credit, the protection and preservation of collateral, the liquidation and realization of collateral, the protection, continuation and preservation of lien rights and priorities, the collection of indebtedness, and the processing and payment or return of checks, whether such occurs before, during or after the pendency of any negotiation or mediation proceeding. The institution and maintenance of an action for judicial relief or pursuit of provisional or ancillary rights or remedies or exercise of self help remedies, all as provided herein, and the pursuit of any such rights or remedies, shall not constitute a waiver of the right or obligation of any Party, including the plaintiff seeking judicial relief or remedies, to submit a dispute to negotiation and mediation, including disputes that may arise from the exercise of such rights. The costs of the mediation, including the fees and expenses of the mediator, shall be borne by the parties to the mediation in equal shares, each party to this agreement bearing the expense of its own counsel, experts, witnesses, and preparation and presentations at the mediation. The mediation process is non-binding and shall conform with the following rules and procedures:

1. Request for Mediation. When a dispute between the parties is not resolved by informal negotiations, any party shall serve upon the other(s) a request for mediation which shall contain a brief statement of the nature of the dispute and the names, addresses, and telephone numbers of all parties to the dispute and those who will represent them, if any, in the mediation. Upon service of the request for mediation, the parties shall have ten (10) days to select a mediator.

2. The Mediator. The parties shall select a mediator from a list of eastern North Carolina Certified Mediators. The mediator must remain neutral and impartial in all aspects of the mediation. The mediator will control the procedural aspects of the mediation. The parties agree to cooperate fully with the mediator throughout the proceeding. During the mediation, the mediator is free to meet and communicate separately with each party or groupings of parties. The mediator will not transmit information which has been disclosed to him or her in confidence by any party to another party without the former party's express authorization. The mediator may freely express his or her views to the parties on the legal issues of the dispute, however, each party, shall rely exclusively on its own counsel for legal representation and advice. The mediator shall be compensated by payment of a one-time administrative fee and an hourly rate which represents the mediator's standard rates for such services and as agreed upon by the parties with the mediator. Each party shall bear an equal share of the mediator's compensation.

3. Pre Mediation Submissions. Prior to the date that mediation is scheduled to begin, each party shall cooperate with each other in exchanging all documents that are relevant to the dispute and in permitting reasonable review of each other's contract files. Not later than ten (10) days prior to mediation, each party will send to the mediator with copies to each other, the following documents: a) all documents that are relevant to the dispute (parties will cooperate in selecting documents to avoid duplication between the submissions of each party); b) a list of the issues to be determined (the parties will make every effort to submit a joint list of issues in the order that is most logical for presentation); c) a list of witnesses and participants in the mediation proceeding. Within the same time frame, any party may submit to the mediator a written brief of not more than 15 typewritten pages (Times New Roman, 12 pitch), outlining the nature of and basis for its claims and its principal defenses to the claims of others. Each brief will include an analysis by each party of the cause or causes of the damages or other harm based on evidence presently available to it, including the opinions of its own personnel and any independent experts. Each party must send copies of its brief to all other participants in the mediation simultaneously with its submission to the mediator. The mediator may request any party to provide clarification and additional information prior to and during the mediation and may request any party's attorney to brief legal issues.

4. Mediation Conference. Once the mediator has familiarized himself or herself with the case, the mediator will mediate settlement discussions between and among the representatives of the parties. In addition to party counsel (if any), each party must be represented at the mediation by a person authorized to conclude a settlement of the dispute on behalf of that party, or in the case of a governmental entity, by a person who has authority to negotiate for and make recommendations to the governing board subject to such board's approval. Each representative must participate in the mediation process in good faith toward the settlement of all issues. Each party will notify the mediator of its designated representatives prior to the mediation. The mediation will be conducted at any location selected by the mediator which will facilitate the joint and individual meetings involved in the mediation and otherwise accommodate the needs of the representatives of the parties and the mediator. The mediation process will be conducted expeditiously and privately. Each representative (and counsel, if any) will be available for meetings throughout the entire time period set aside for the mediation. Other persons may attend only with the permission of the parties and with the consent of the mediator. The mediator will decide when to meet or confer separately with each party or parties and when to hold joint meetings. There shall be no stenographic record of the mediation process. The mediator will fix the time and place of each session and the agenda in consultation with the parties. The mediator may assist the parties in arriving at a settlement in such ways as he or she deems advisable and proper under the circumstances. Efforts to reach a settlement will continue until a settlement is reached or when the mediator concludes and informs the parties that further effort would not be useful. Continuation will be on terms and conditions to which the parties agree. The mediation proceeding will begin with each party making an opening statement of no longer than fifteen minutes. The first statement will be made by the proponent of the major elements of the dispute. Following opening statements, each issue will be discussed using a round table discussion technique. Each party will make its relevant key employees and consultants available to participate in this discussion. In the discussion, the proponent of the issue will make a brief presentation of its position on the issue. The other party will then make a brief presentation of its defense. The mediator will then moderate a discussion – calling on participants from each side as they request to address the issues in question. There will be no side discussions and no participant will speak until called on by the mediator. The goal of this discussion is to fully develop all information relevant to the determination of the facts of the dispute and the precise position of each party. All participants will refrain from statements that are unduly argumentative or contentious. The proceedings will not be recorded and witnesses will not be sworn. However, all participants will be expected to be forthright in their statements and to be fully open and honest in their dealings with each other. Attorneys may participate in the discussion and may call on other personnel when necessary to ensure that they contribute their knowledge to the discussion. Attorneys will not cross-examine witnesses of the other party. Following the round table discussions, each party may summarize its position in a statement no longer than one-half hour. The parties may, by mutual agreement, waive these statements. Following the summarizations, if any, the parties and mediator will meet to negotiate a settlement that is fair to both parties. The parties may conduct these discussions with or without the mediator. The mediator may present his views on any issues or propose resolution of one or more of the issues in dispute. Either party or the mediator may request a private, confidential meeting with the mediator to discuss possible settlement positions, and the mediator will not reveal any confidential information to the other party, unless authorized to do so. Either party may adjourn the meeting at any time to caucus with his team, but all parties will endeavor to keep the negotiations active

until a settlement has been reached. The entire mediation process is confidential. No record of the proceedings, electronic or otherwise, will be made. The parties and the mediator will not disclose information regarding the process, including settlement terms, to third parties, unless otherwise agreed. The process will be treated as a compromise and settlement negotiation for purposes of federal and state Rules of Evidence, and in no case may any conversation or communication originating during the mediation process, whether written or oral, be used as evidence in a court of law. The mediator is disqualified as a witness, consultant, or expert in any pending or future action relating to the subject matter of the mediation, including those between persons not parties to the mediation.

5. **Settlement.** If a settlement is reached, the mediator, or counsel for one of the parties at the mediator's request, will draft a written settlement document incorporating all settlement terms. This draft will be circulated among the parties, edited as necessary, and, if acceptable, formally executed. A consent judgment or one or more voluntary dismissals shall be filed with the Court in which any proceedings have been brought before or during mediation as stipulated in the settlement agreement reached by the parties.

Bid Document Register

Post-Florence Renourishment Project - Phase 1-Carteret County, NC

*****Bid Opening: November 20, 2018 @ 4:00 PM**

*****Pre-Bid Meeting: October 26, 2018 1:00 PM*****

Set #	Date	Company Name	Contact Name	Address	Phone & Fax	Addendum #1 Email
Hard Copy	10/19/2018	Town of Indian Beach	Tim White admin@indianbeach.org	1400 Salter Path Road Indian Beach, NC 28512	252-247-3344	
Hard Copy	10/19/2018	Town of Emerald Isle	Frank Rush frush@emeraldisle-nc.org	7500 Emerald Drive Emerald Isle, NC 28594	252-354-3424	
Hard Copy	10/19/2018	Carteret County	Greg "Rudi" Rudolph grudolph@carteretcountync.gov	7500 Emerald Drive Emerald Isle, NC 28594	252-222-5835	
ELECTRONIC	10/19/2018	Dodge Electronic Plan Room	planroom.construction.com			
ELECTRONIC	10/22/2018	The Dutra Group www.dutragroup.com	Loura Moore lmoore@dutragroup.com	2350 Kerner Blvd., Suite 200 San Rafael, CA 94901	415-258-6876	
ELECTRONIC	10/22/2018	The Dutra Group www.dutragroup.com	Harry Stewart hstewart@dutragroup.com	2350 Kerner Blvd., Suite 200 San Rafael, CA 94902	415-258-6876	
ELECTRONIC	10/22/2018	Weeks Marine	Angel Fekete acfekete@weeksmarine.com	304 Gaille Drive Covington, LA 70433	985-875-2500	
ELECTRONIC	10/22/2018	Great Lakes Dredge & Dock Co., Inc. (Russ Zimmerman-SE Area Mgr)	Janice Heard JRHeard@gldd.com	2122 York Road Oak Brook, IL 60523	630-574-3469	
ELECTRONIC	10/22/2018	Manson Construction Co. (Southeast Regional Office)	Nancy Brooks, Dredging Est. Coord. dredgingprocurement@mansonconstruction.com	5958 Richard Street, Suite 1 Jacksonville, FL 32216	904-821-0211	
ELECTRONIC	10/23/2018	Jay Cashman, Inc.	Michael Empey mempey@jaycashman.com	549 South Street Quincy, MA 02169	617-890-0600	
ELECTRONIC	10/23/2018	Gator Dredging	Chris Clausen c.clausen@gatordredging.com	13630 50th Way N. Clearwater, FL 33760	727-527-1300	
ELECTRONIC	10/23/2018	Weeks Marine	Belinda Crawford bcrawford@weeksmarine.com	304 Gaille Drive Covington, LA 70433	985-875-2500	
ELECTRONIC	10/25/2018	Construct Connect	Megan Anderson megan.anderson@constructconnect.com			
ELECTRONIC	10/26/2018	Gahagan & Bryant, Inc.	Chris Marelo ctmarelo@gba-inc.com	295-A North Green Meadows Drive Wilmington, NC 28405	910-313-3338	
ELECTRONIC	10/29/2018	DRC Emergency Services. LLC	Jolie Bonvillian jolie@drcusa.com			
ELECTRONIC	10/29/2018	Geodynamics, LLC	Chris Freeman chris@geodynamicsgroup.com	310A Greenfield Drive Newport, NC 28570	252-247-5785	

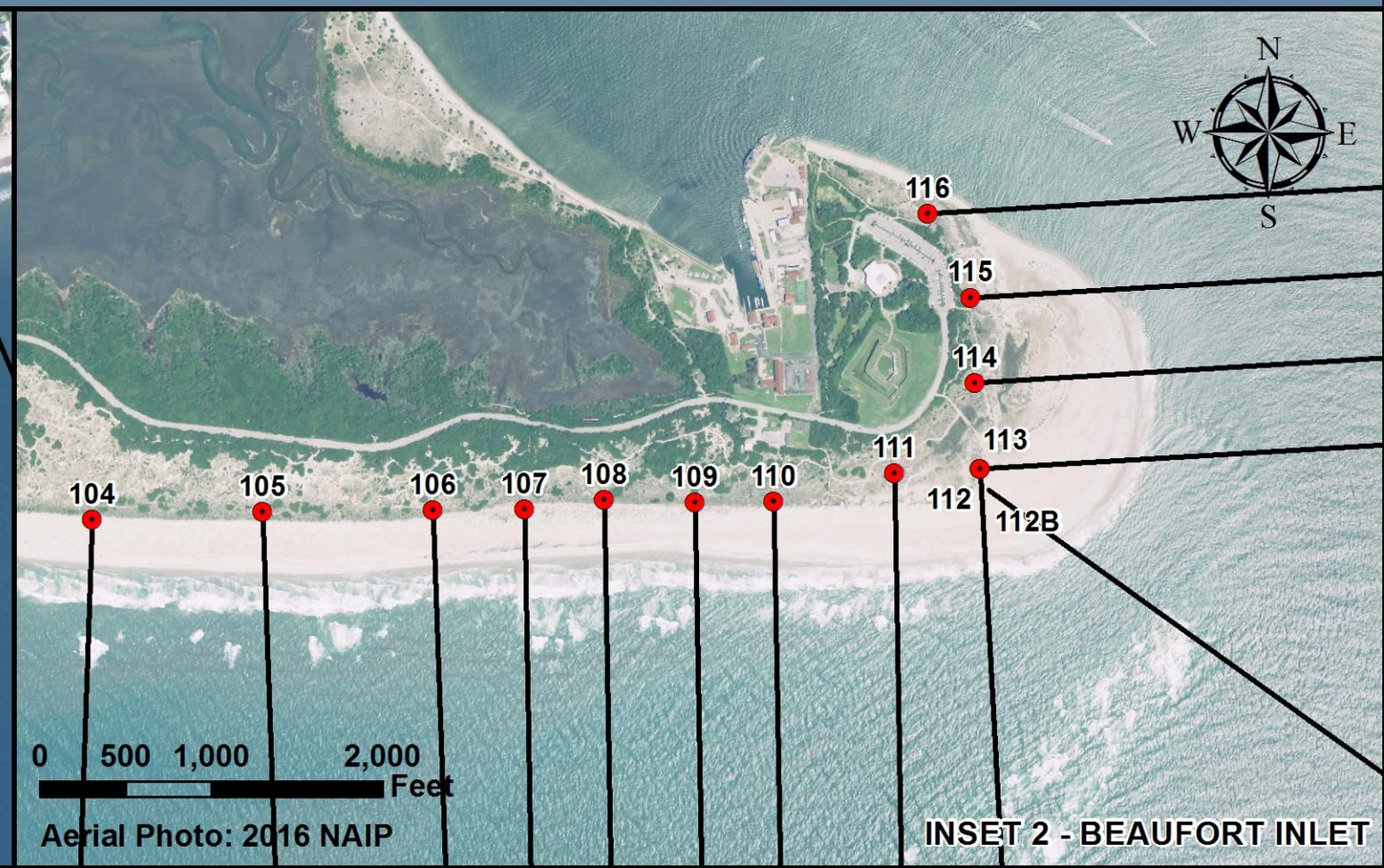
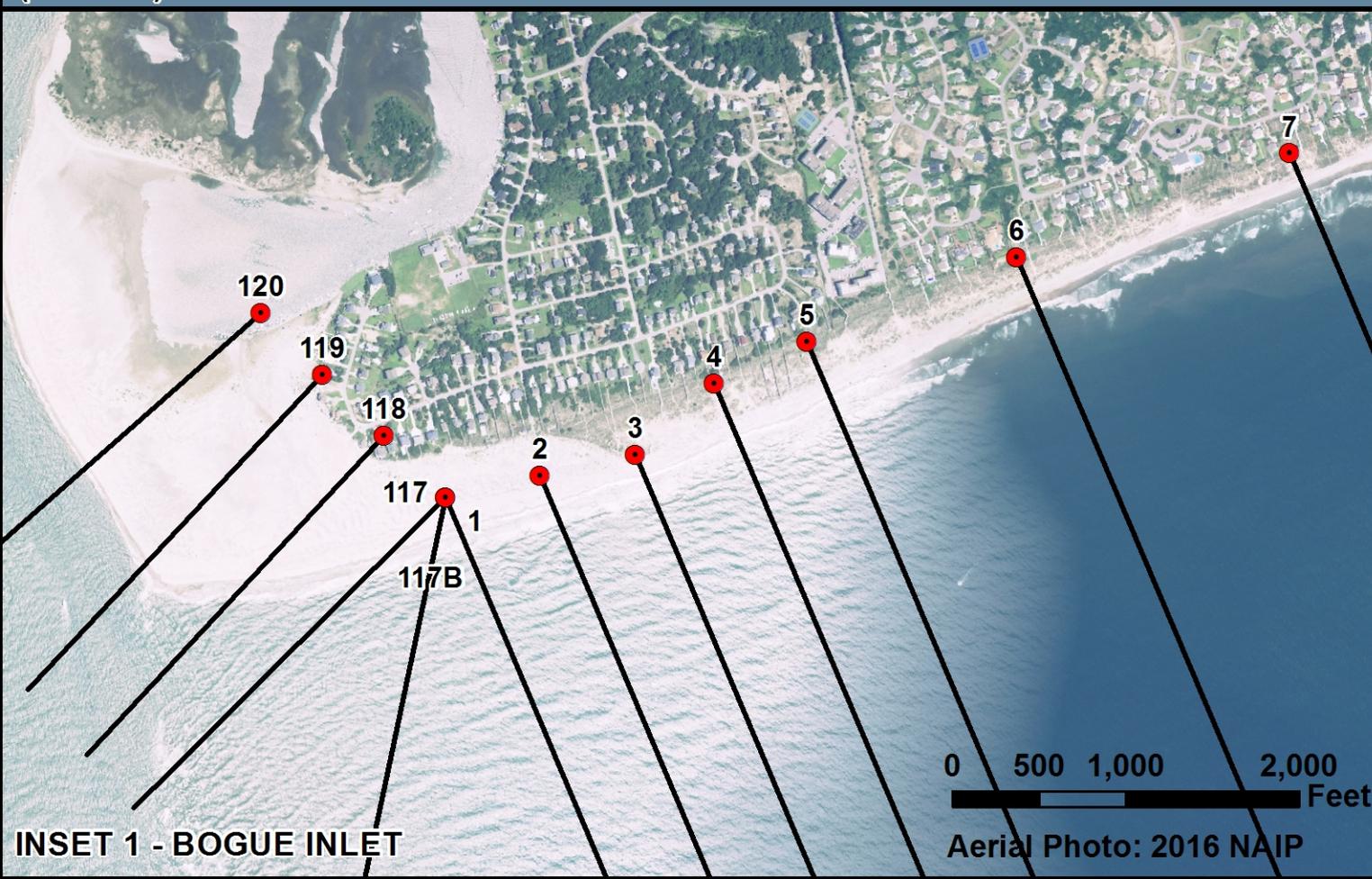
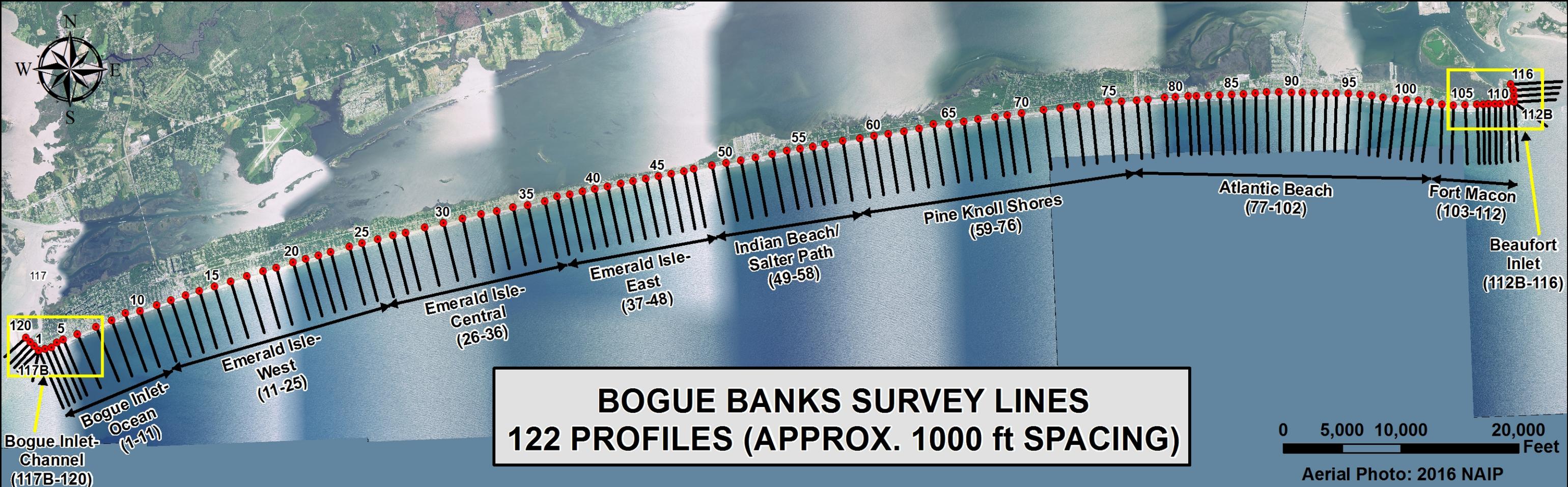


TOWN OF EMERALD ISLE AND TOWN OF INDIAN BEACH
 POST-FLORENCE RENOURISHMENT PROJECT - PHASE 1
 PRE-BID MEETING
 10/26/2018 (1:00 PM) - TOWN OF EMERALD ISLE CONFERENCE ROOM

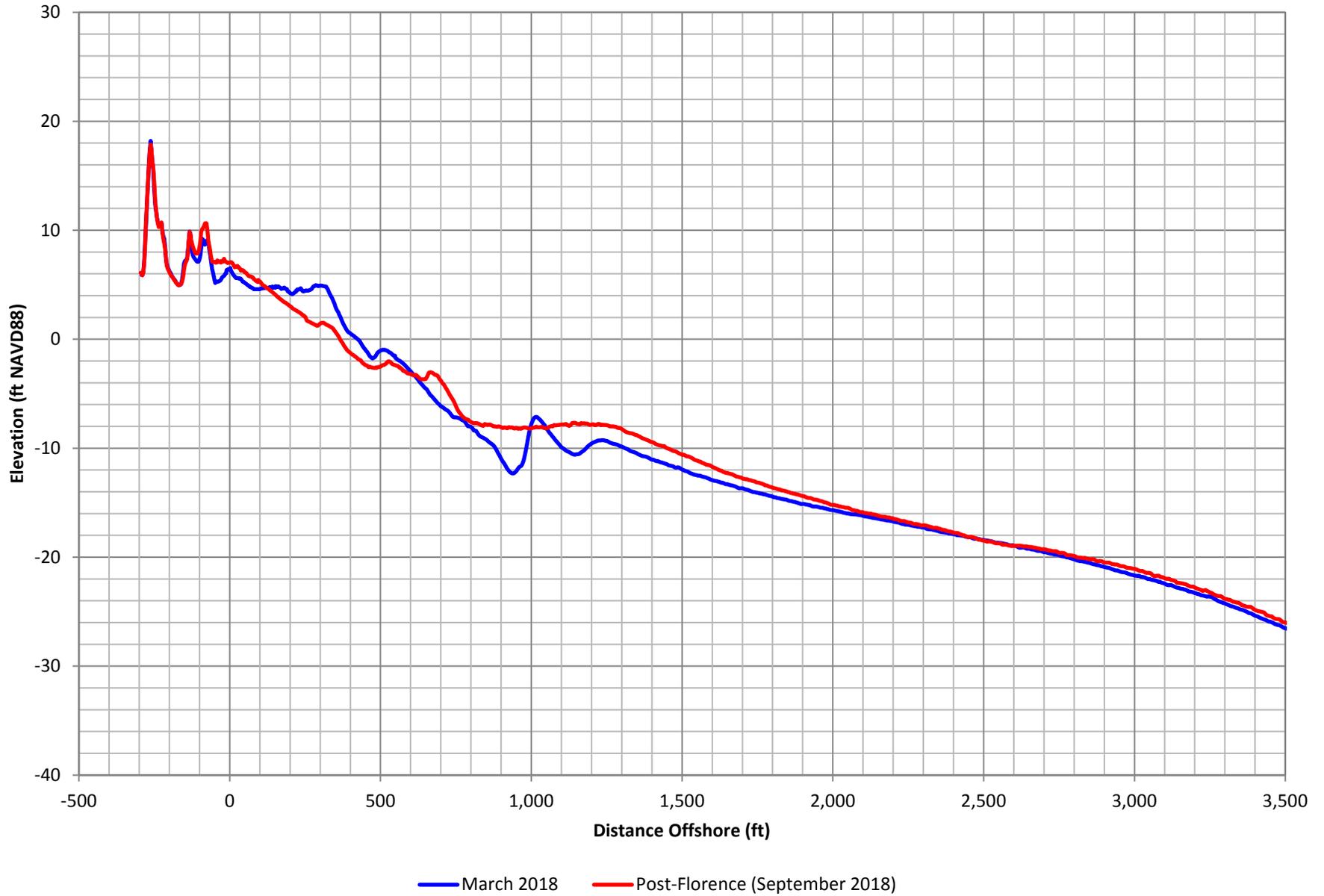


NAME	ADDRESS	PHONE	EMAIL ADDRESS
Greg "rudi" Rudolph	P.O. Box 4297 Emerald Isle, NC 28594	252-222-5835	grudolph@carteretcountync.gov
Michael Knox	275 Higginsport Road Belhaven, NC 27810	252-943-2154	michael@sawyerslanddeveloping.com
Dave French	129 Green Meadows Lane Wilmington, NC 28405	910-233-7263	ctmarello@gba-inc.com
Johnny Martin	4700 Falls of Neuse Road, Suite 300 Raleigh, NC 27609	919-781-4626	jmartin@moffattnichol.com
Sam Morrison	4700 Falls of Neuse Road, Suite 300 Raleigh, NC 27609	919-781-4626	smorrison@moffattnichol.com
Nicole VanderBeke	4700 Falls of Neuse Road, Suite 300 Raleigh, NC 27609	919-781-4626	nvanderbeke@moffattnichol.com
Frank Rush	7509 Emerald Drive Emerald Isle, NC 28594	252-354-3424	frush@emeraldisle-nc.org
Mike Eddy	Dutra Group		medde@dutragroup.com

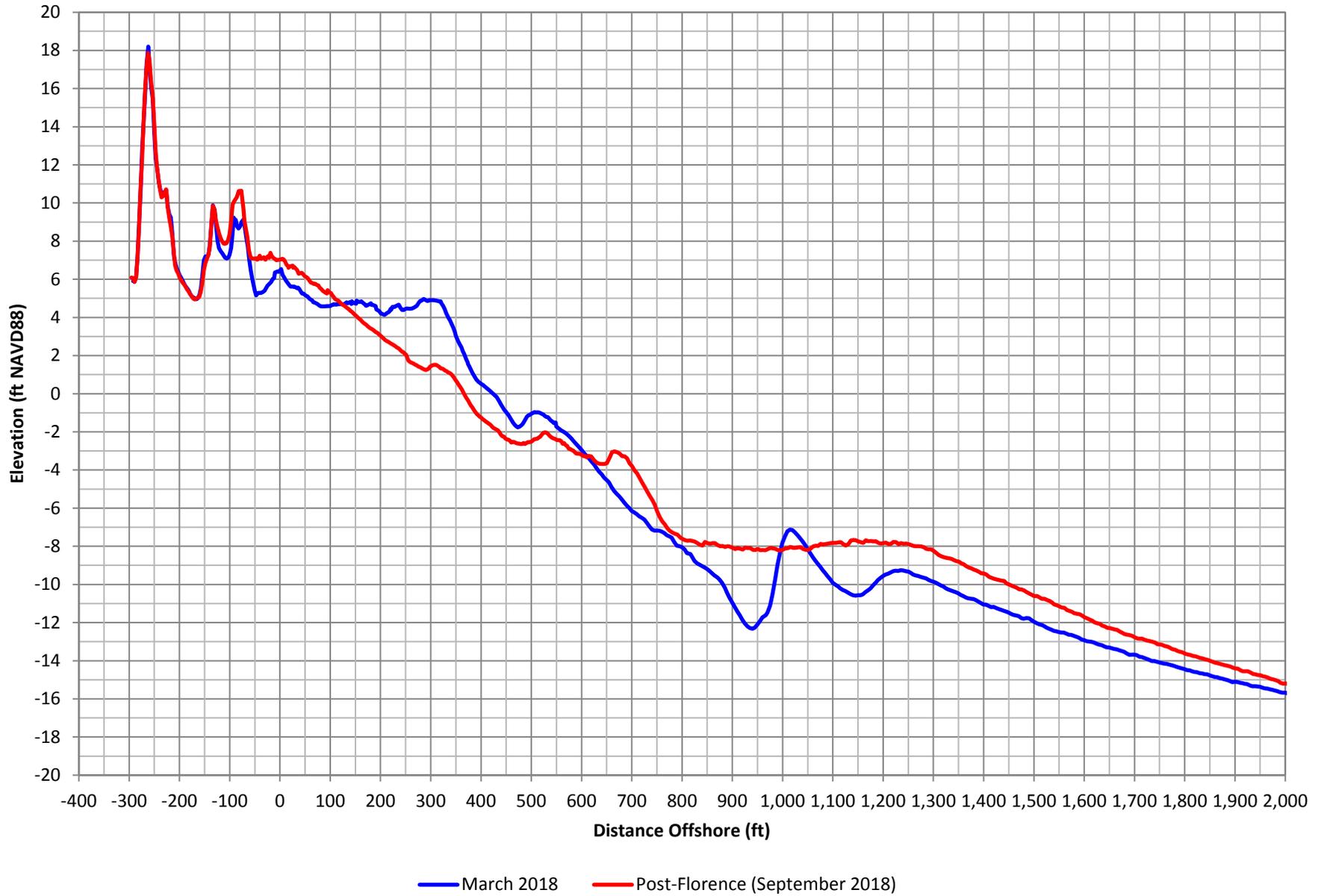
Henry Shore	Manson Construction		hshore@mansonconstruction.com
Russ Zimmerman	Great Lakes Dredge & Dock		rfzimmerman@gldd.com
Mark Calibrone			markcalibrone@gmail.com
Amy Schexnayder	Weeks Marine		anschexnayder@weeksmarine.com
Jorge Beltran	Manson Construction		jbeltran@mansonconstruction.com



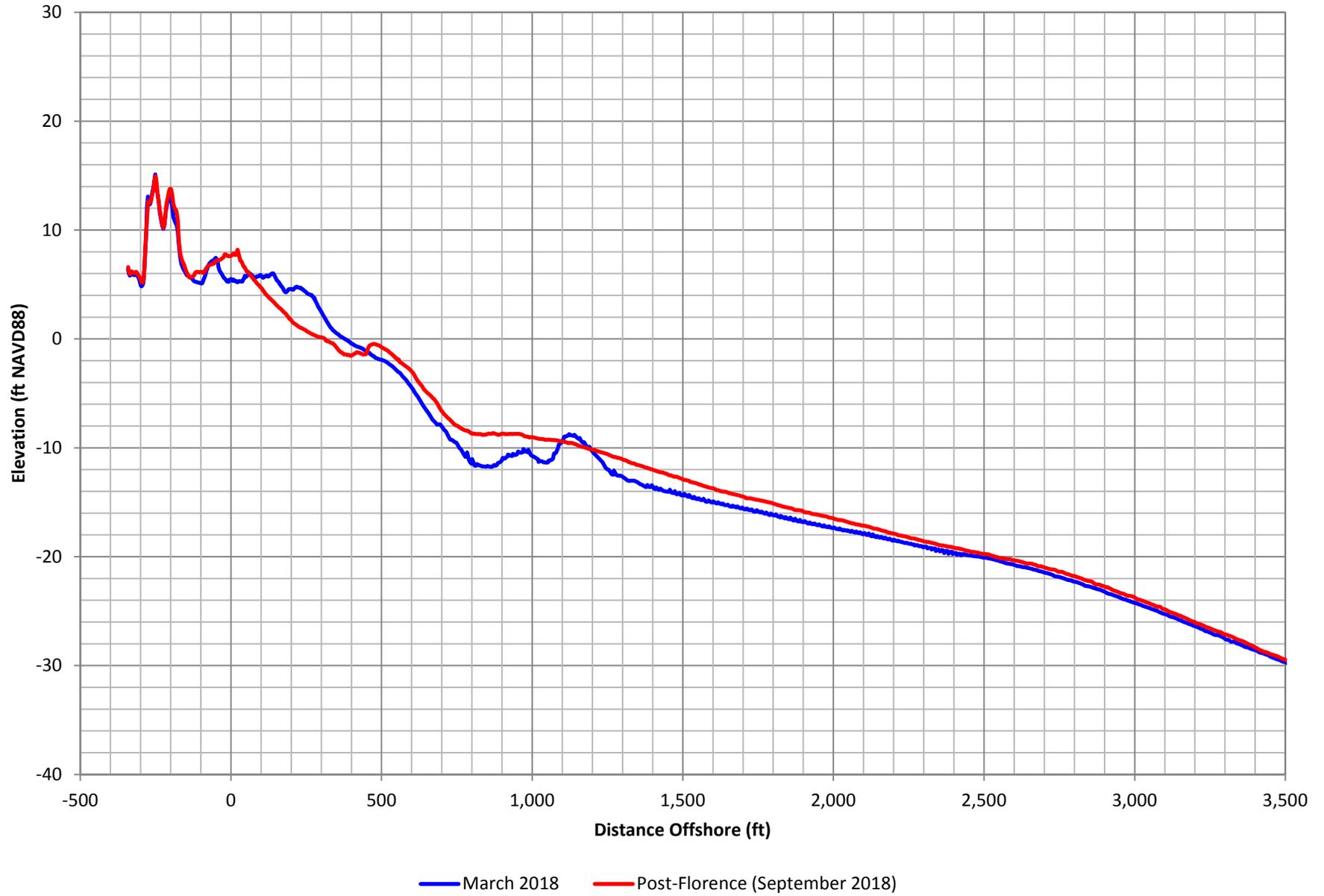
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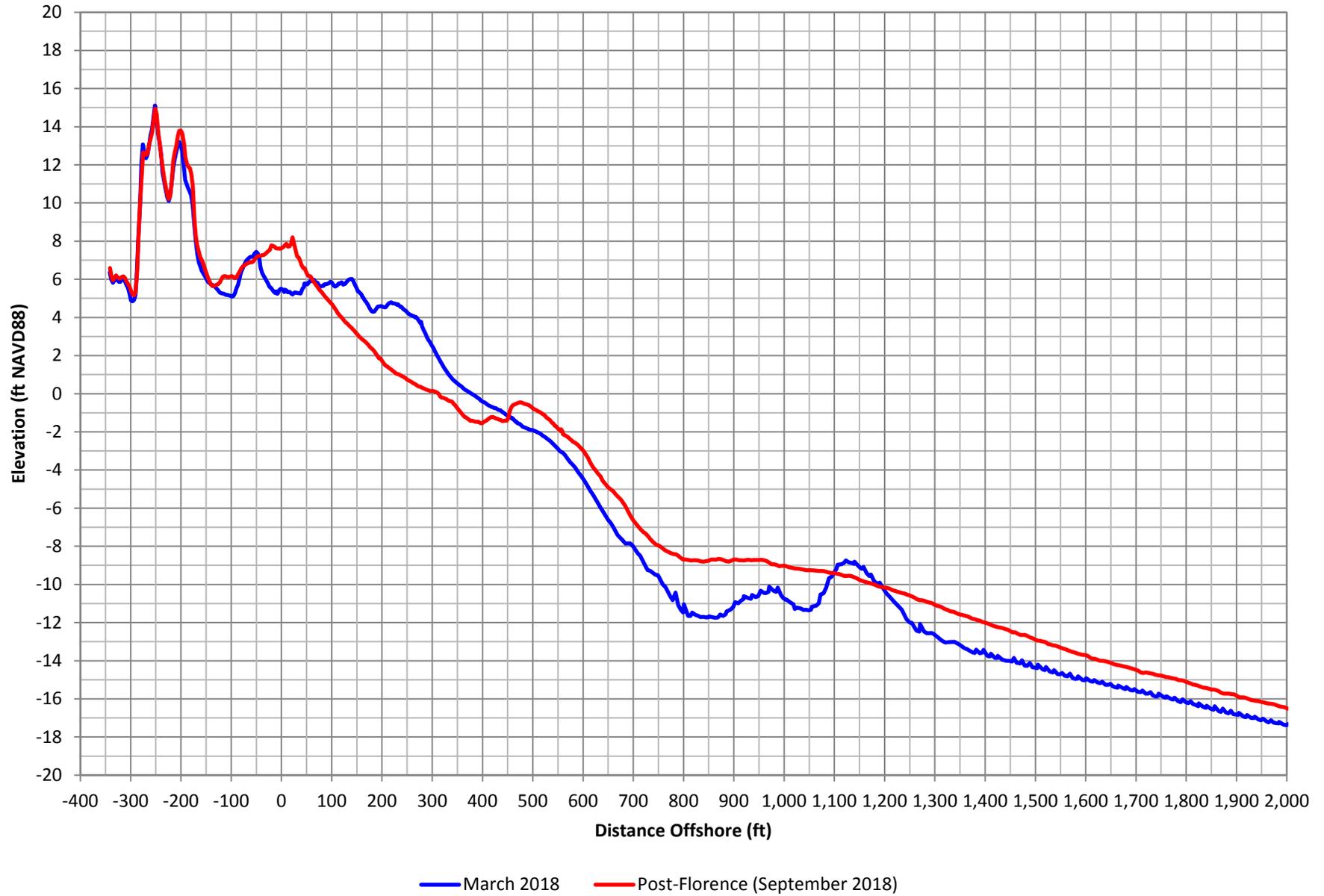
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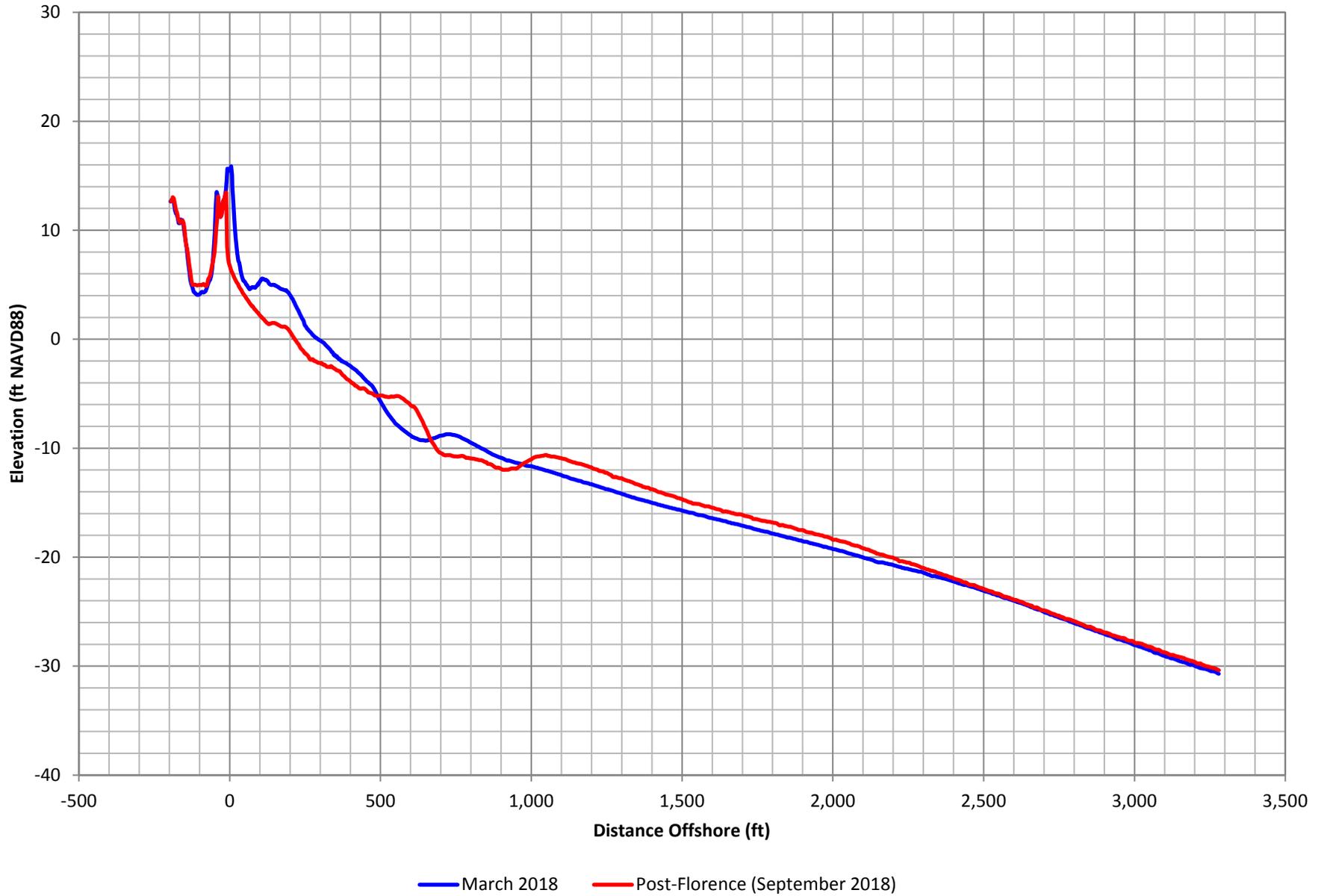
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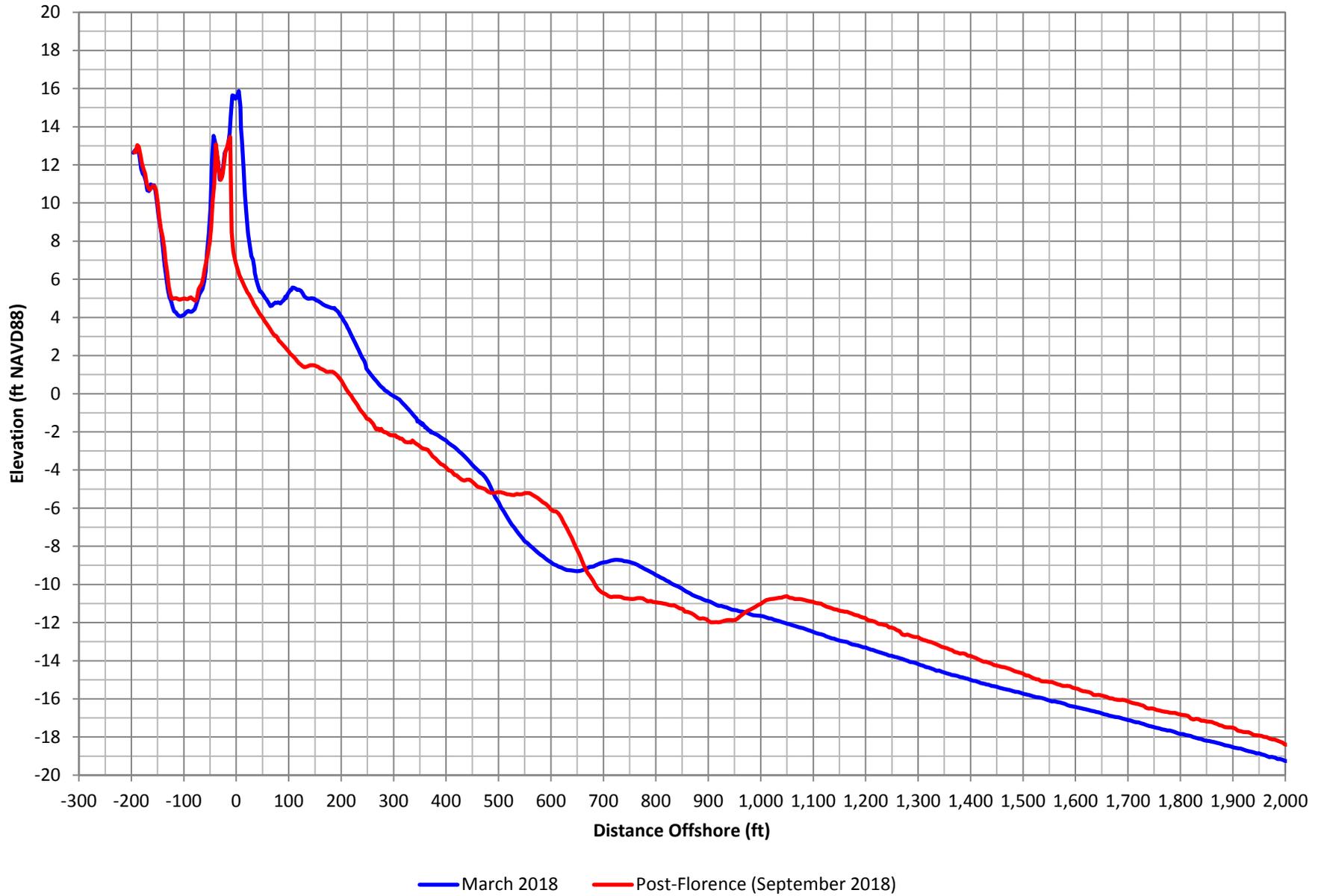
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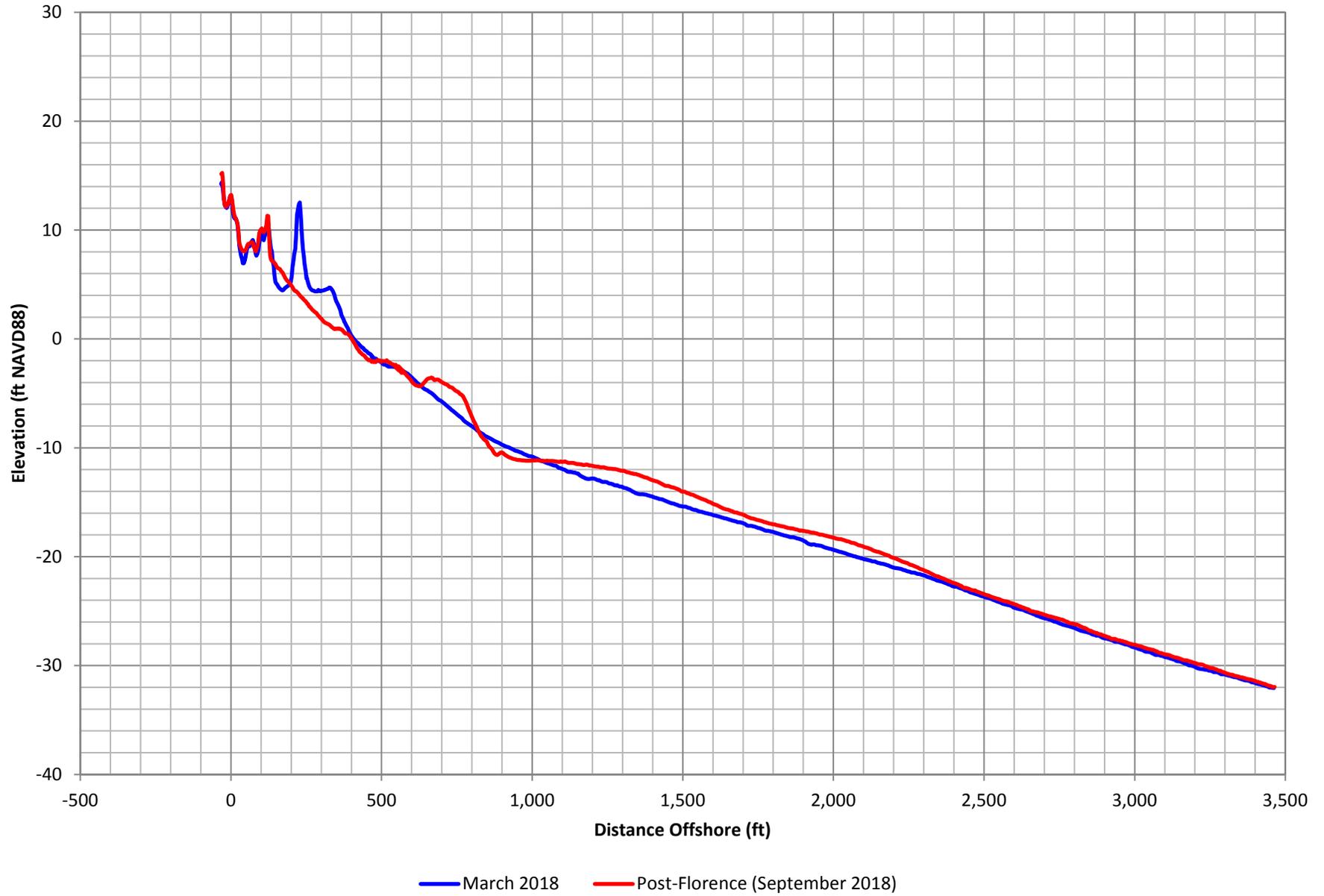
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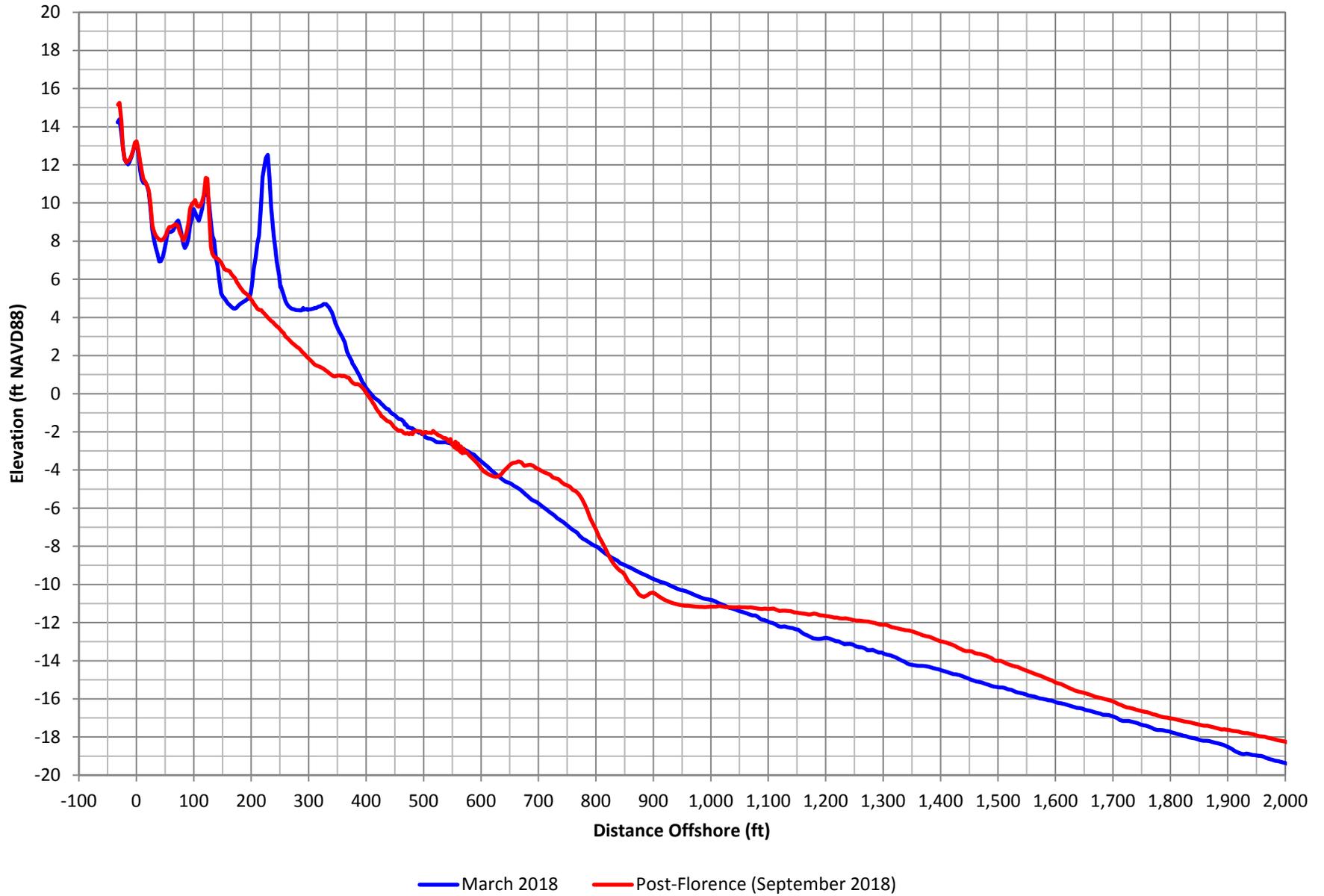
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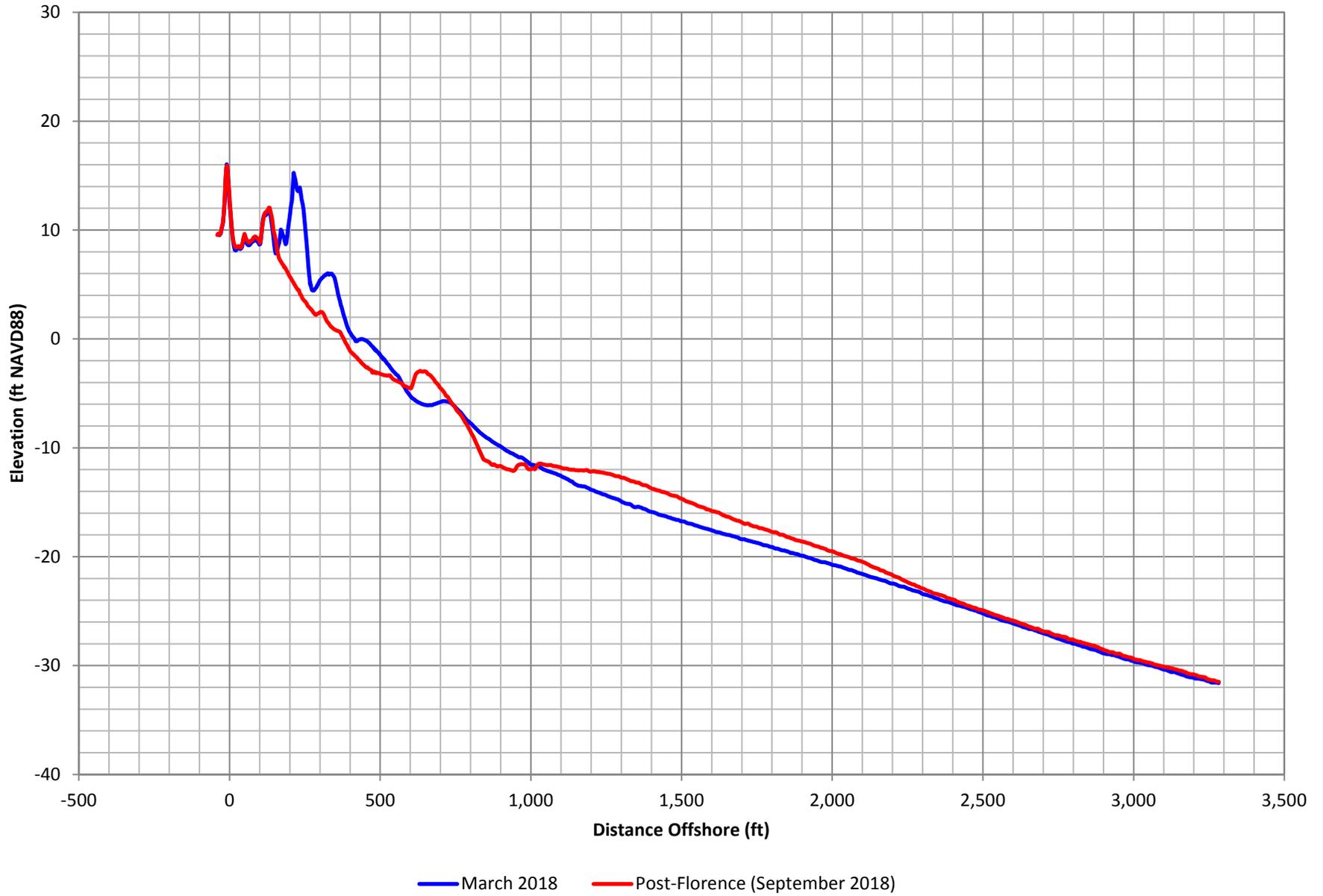
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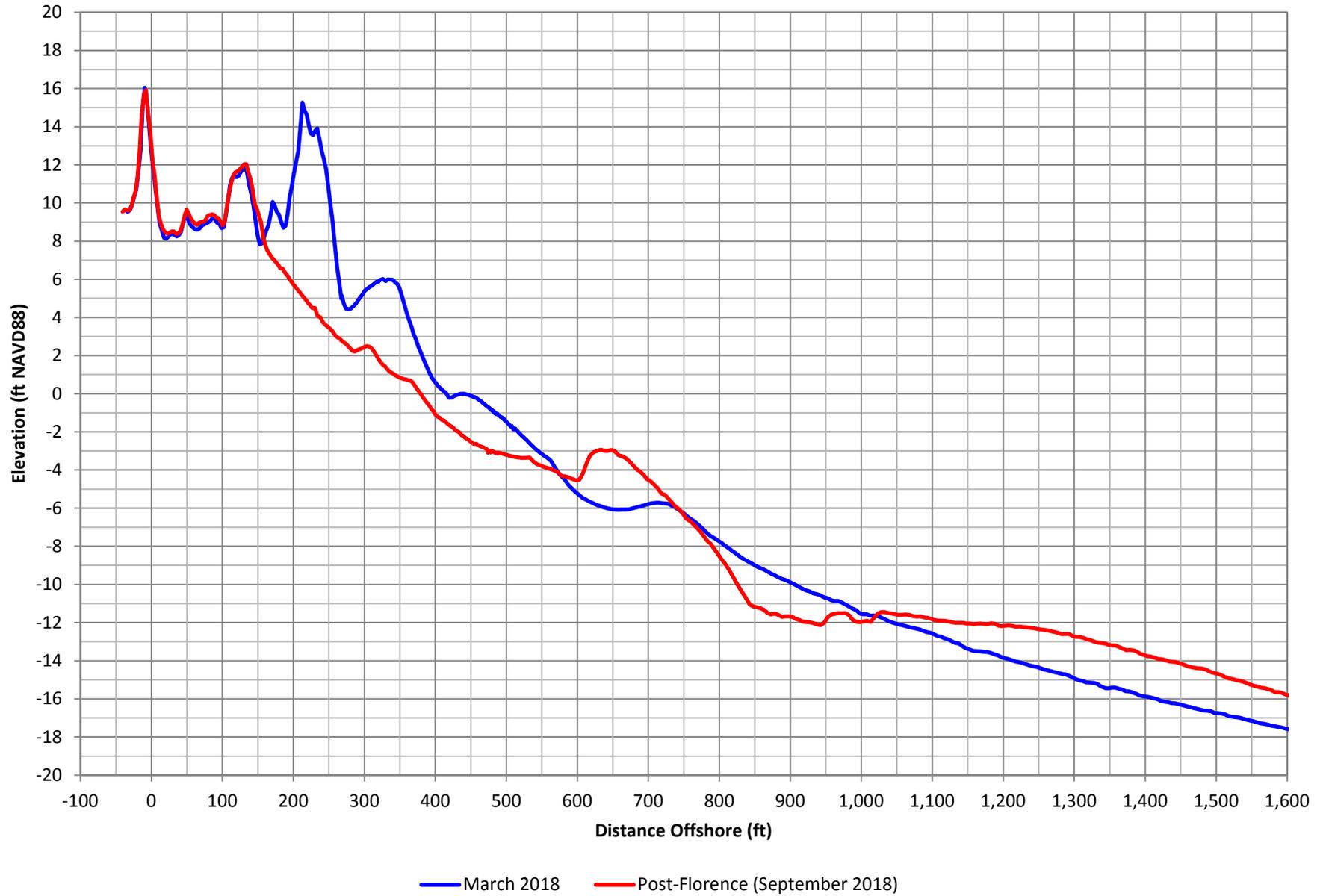
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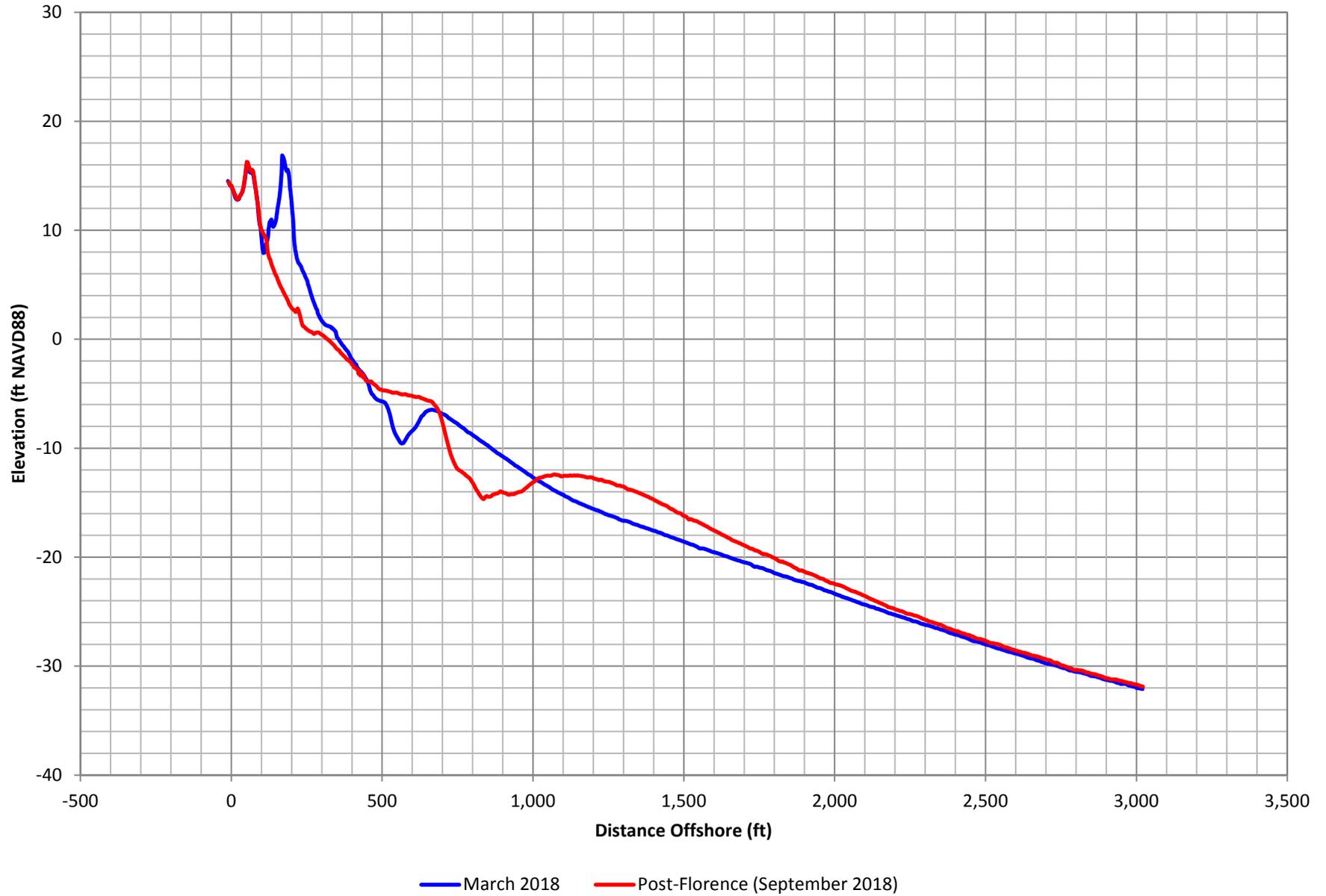
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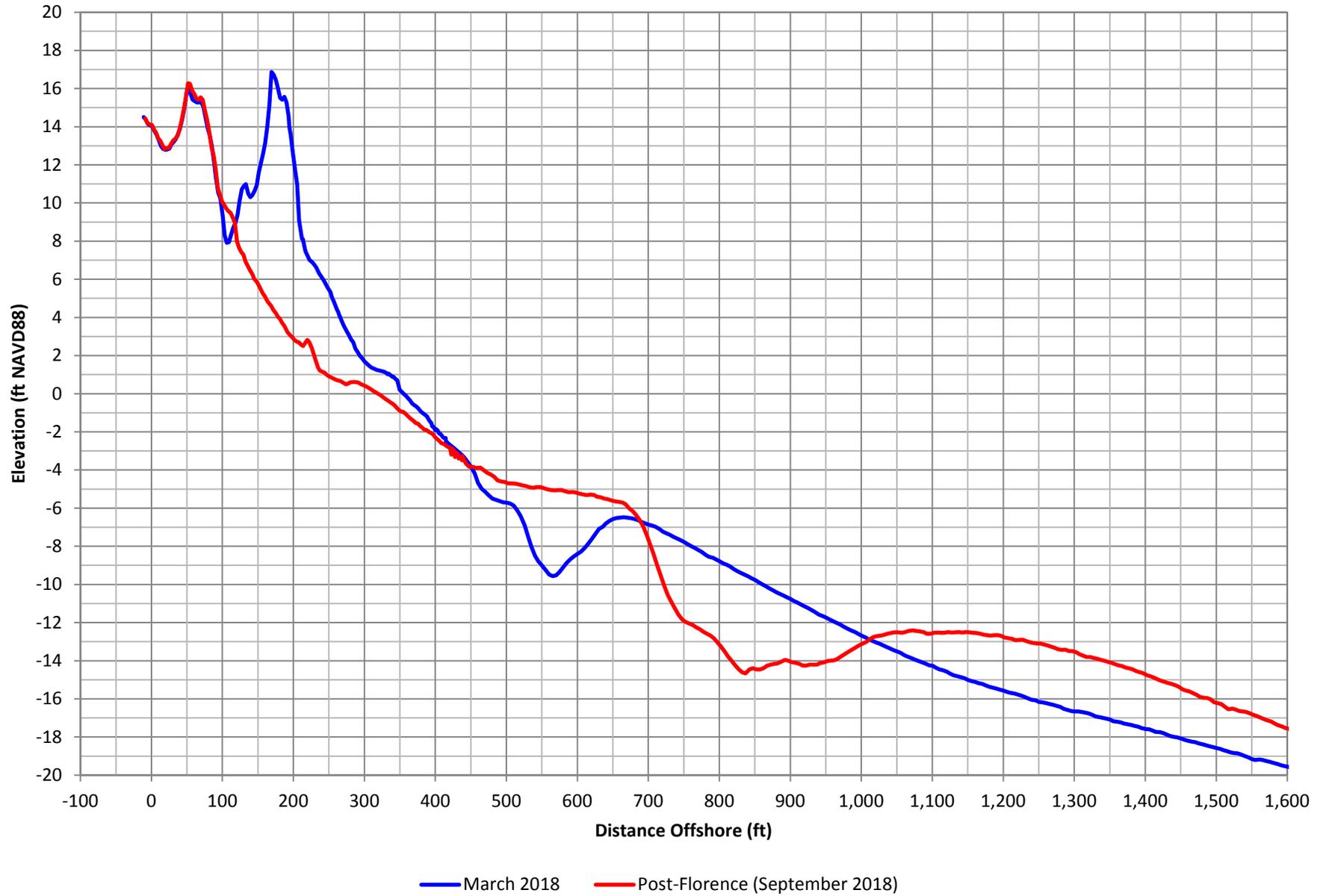
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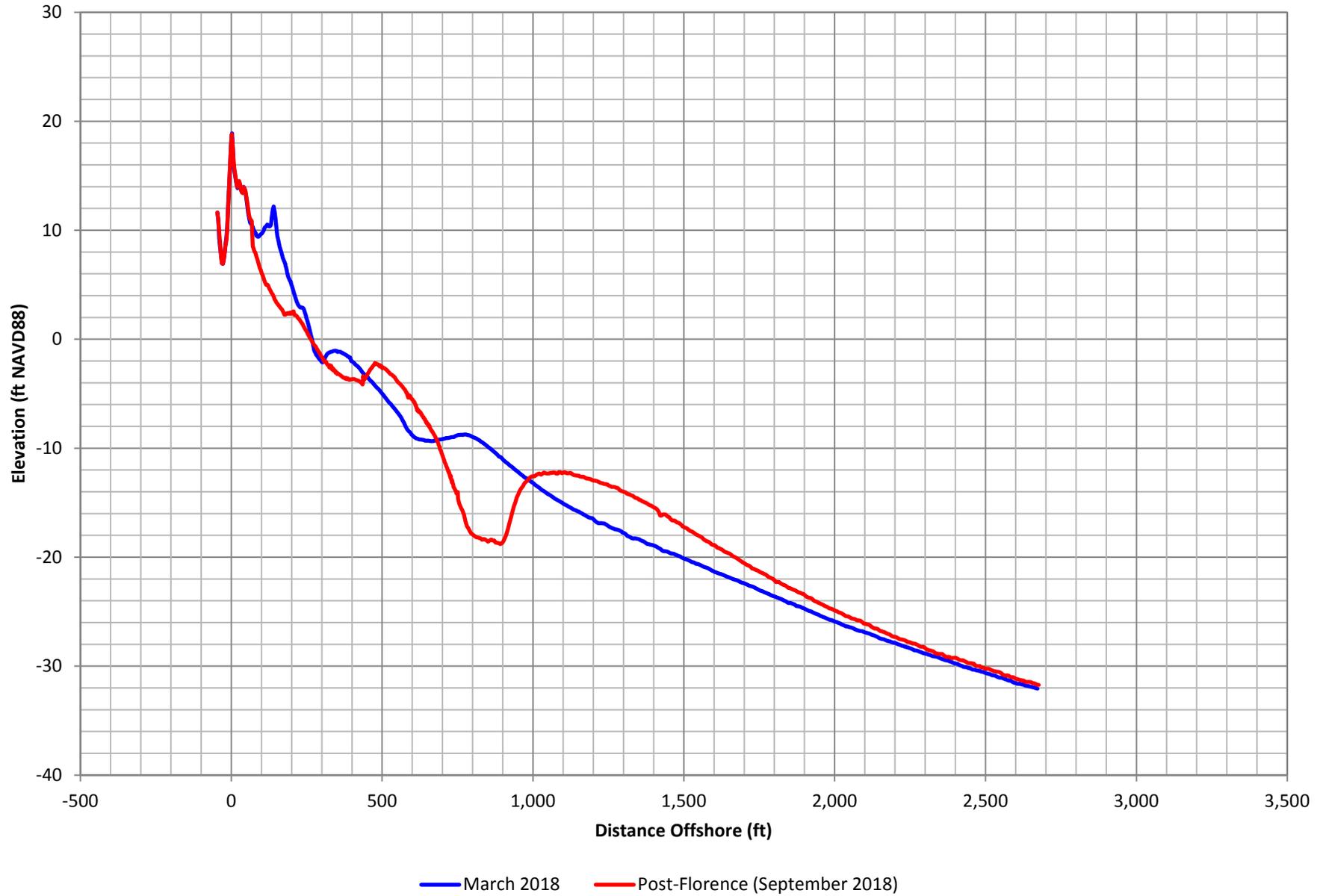
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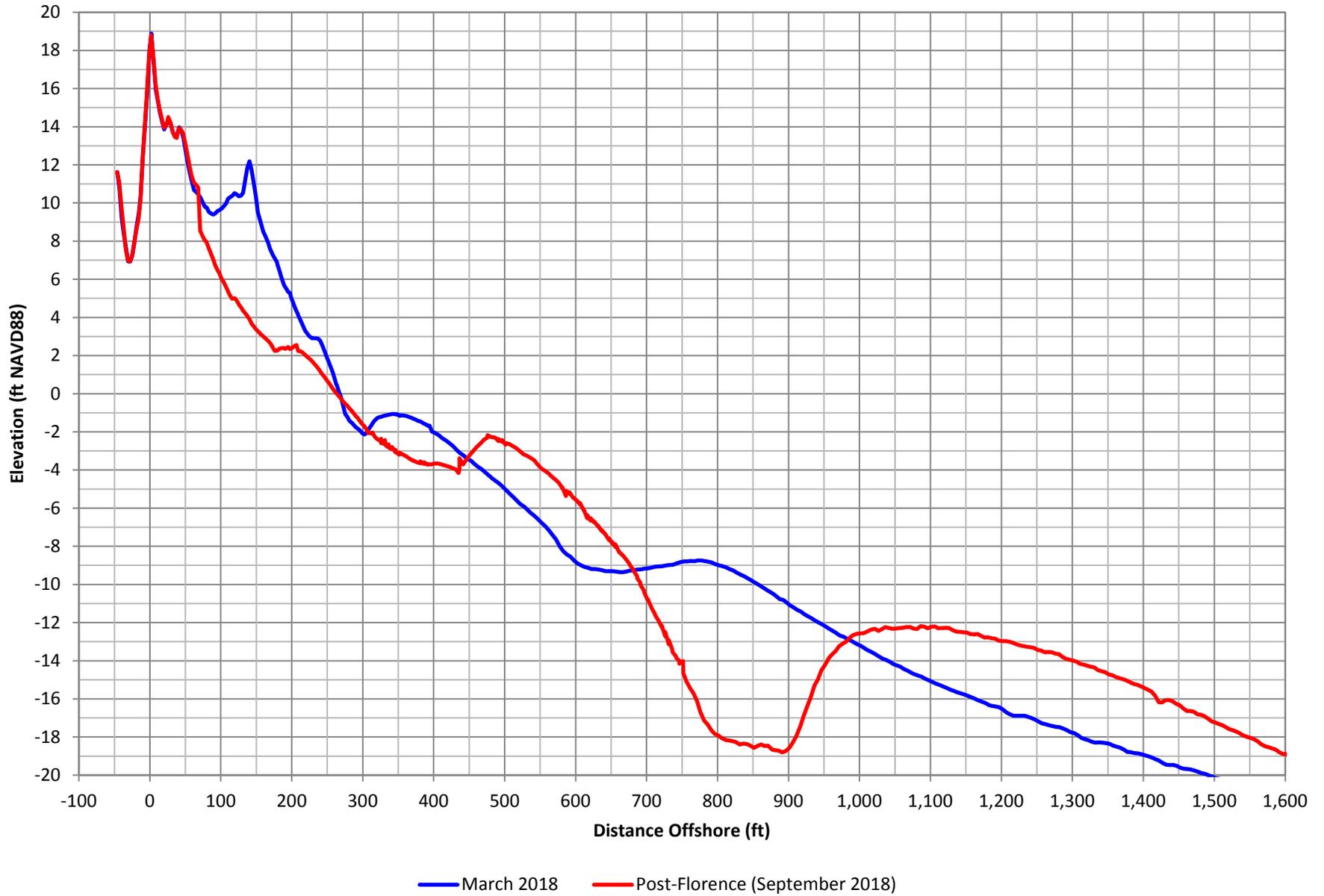
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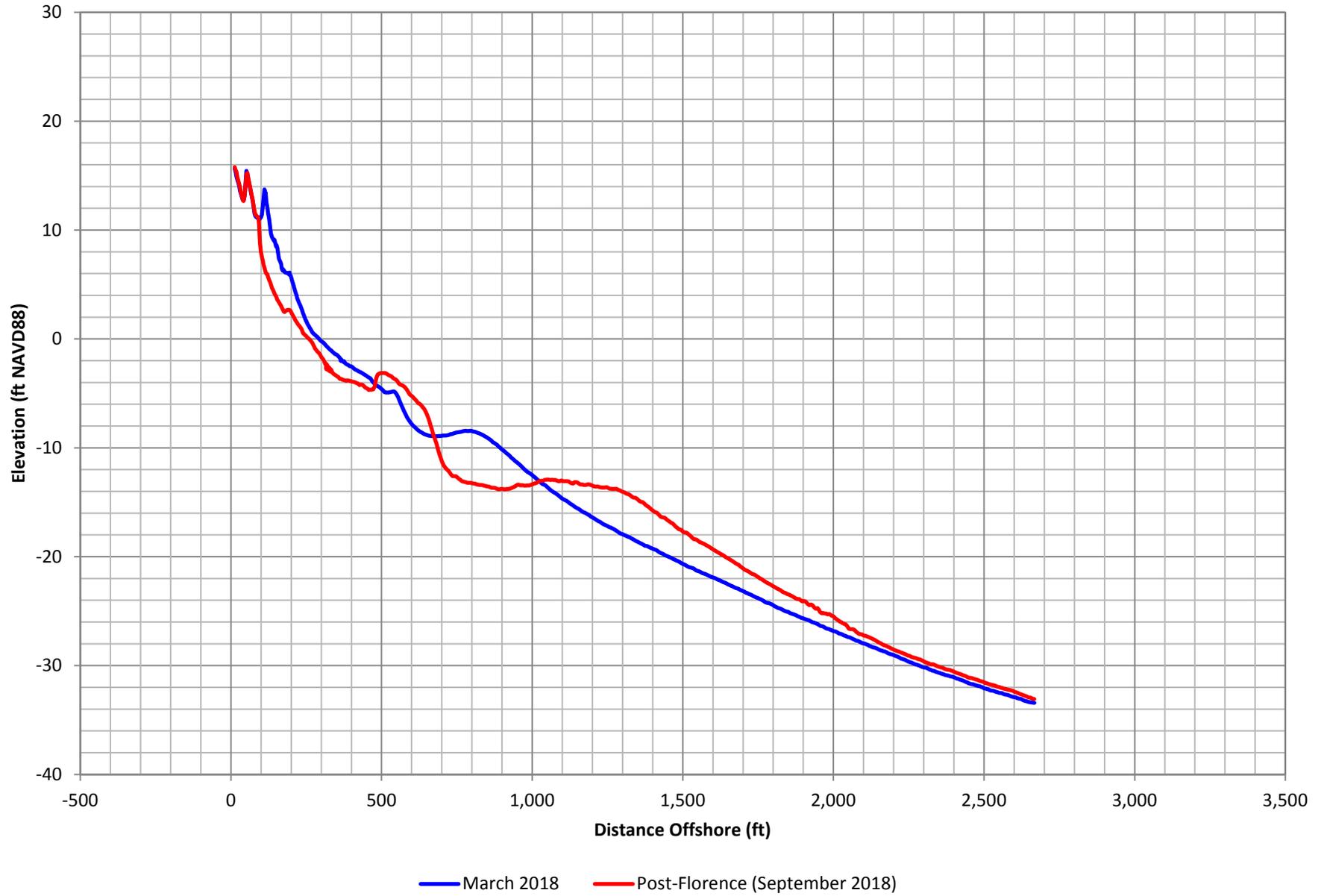
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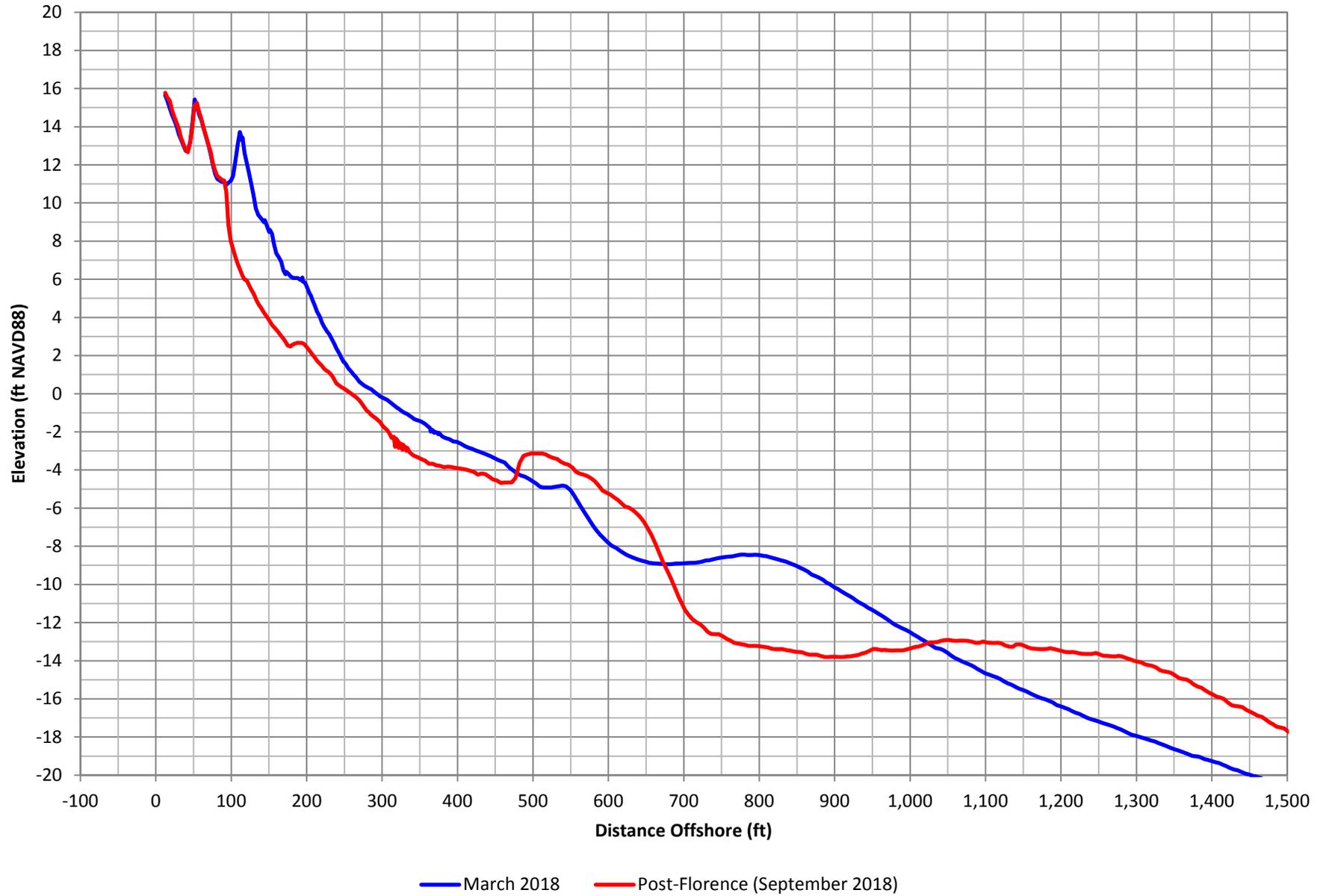
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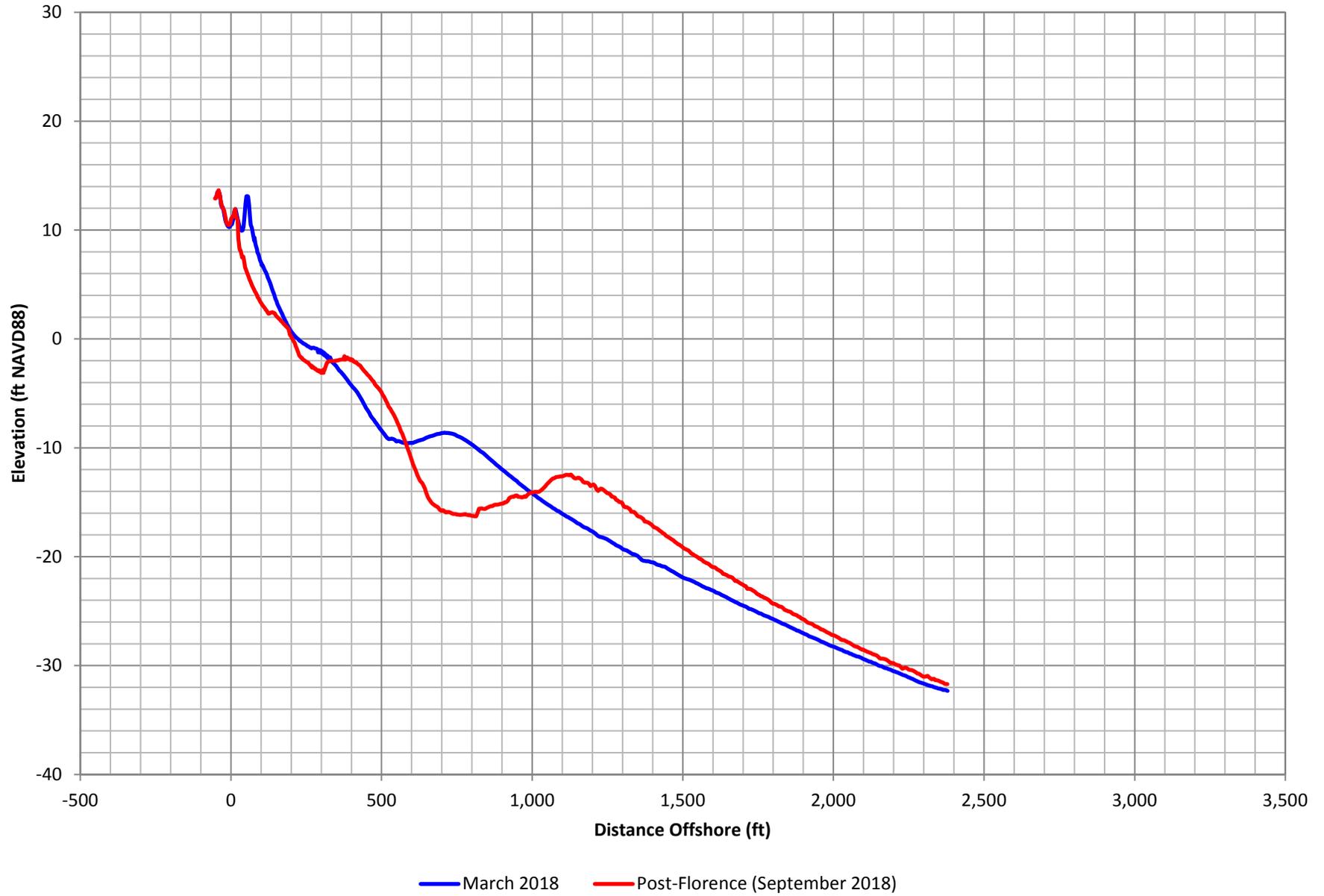
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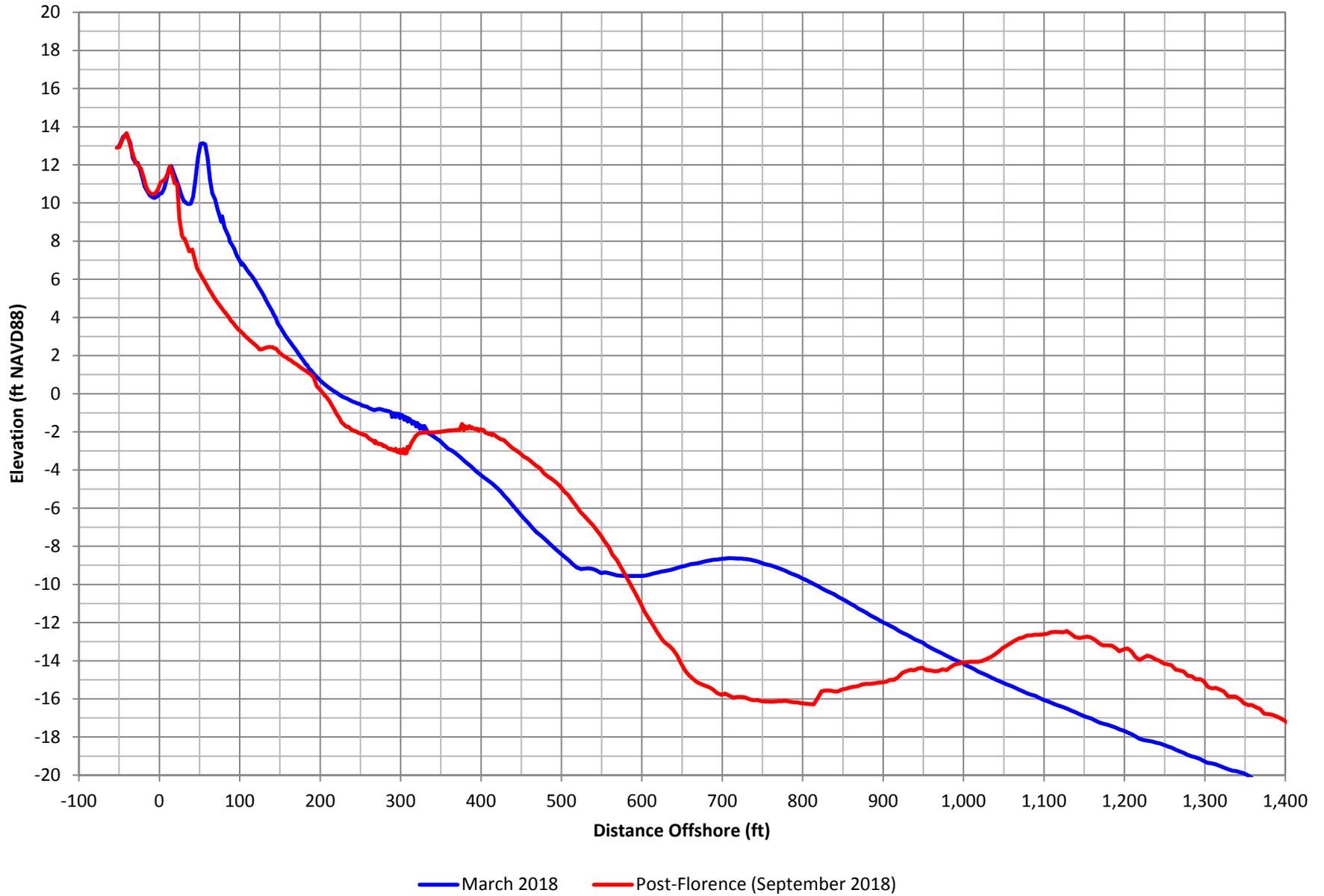
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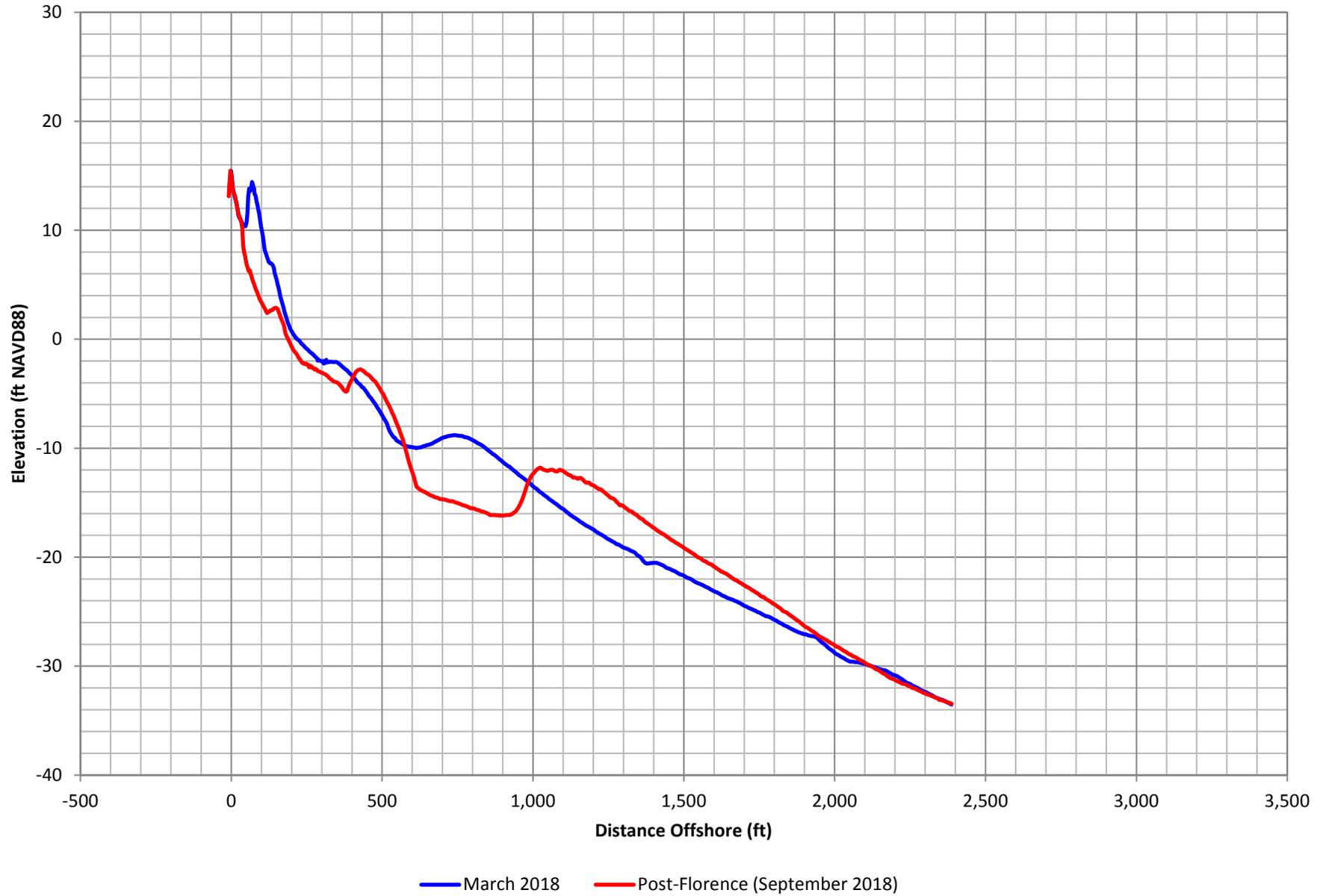
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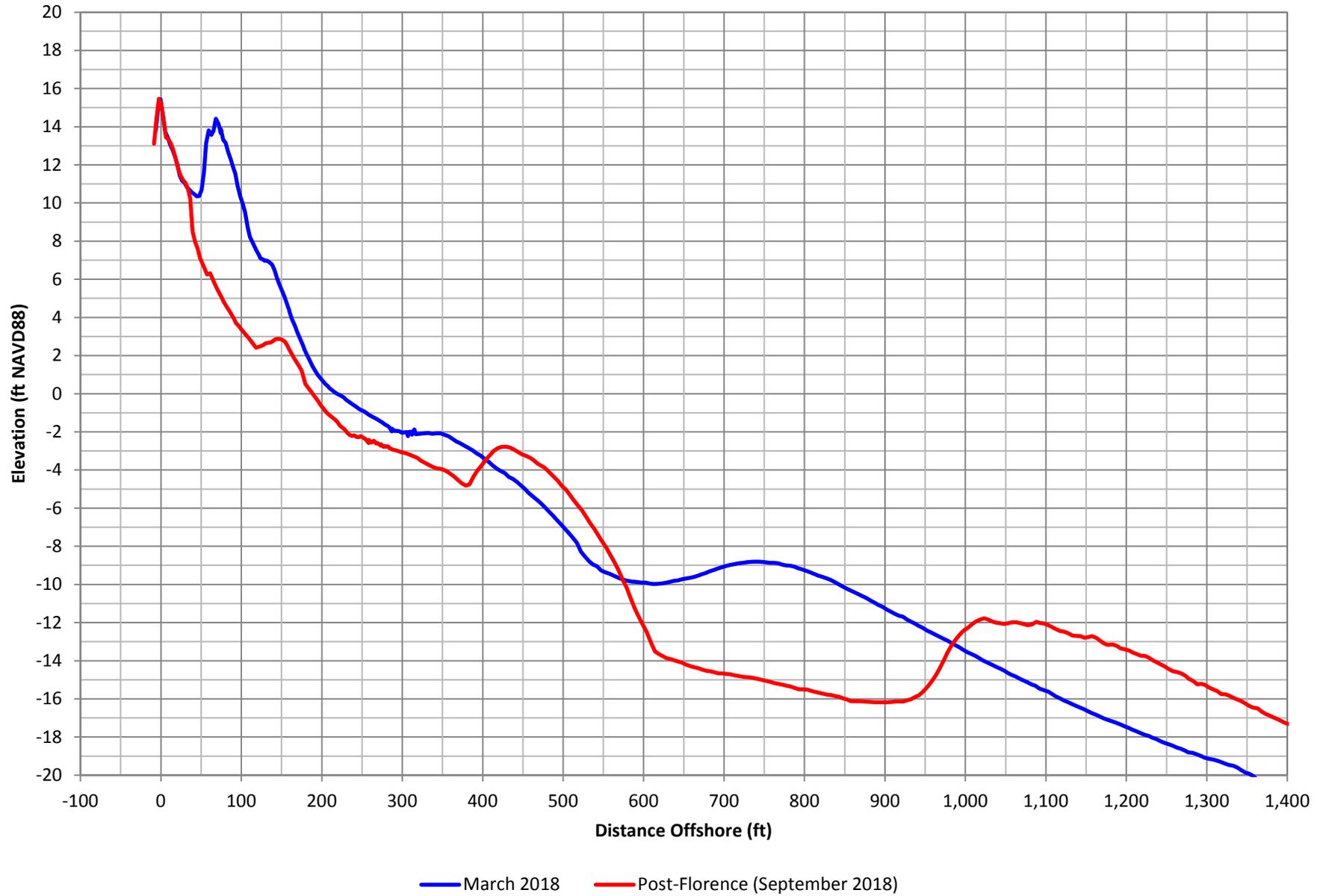
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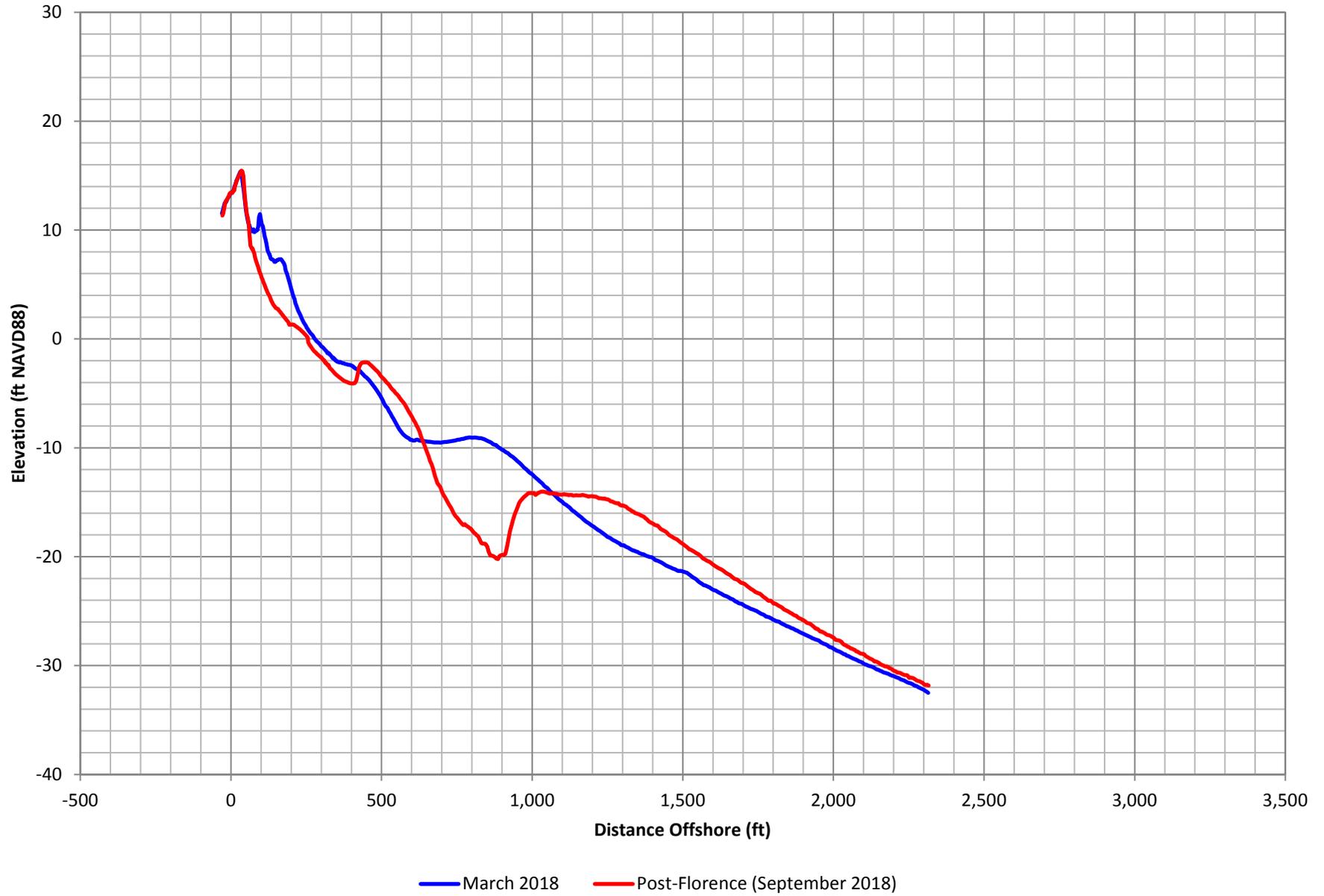
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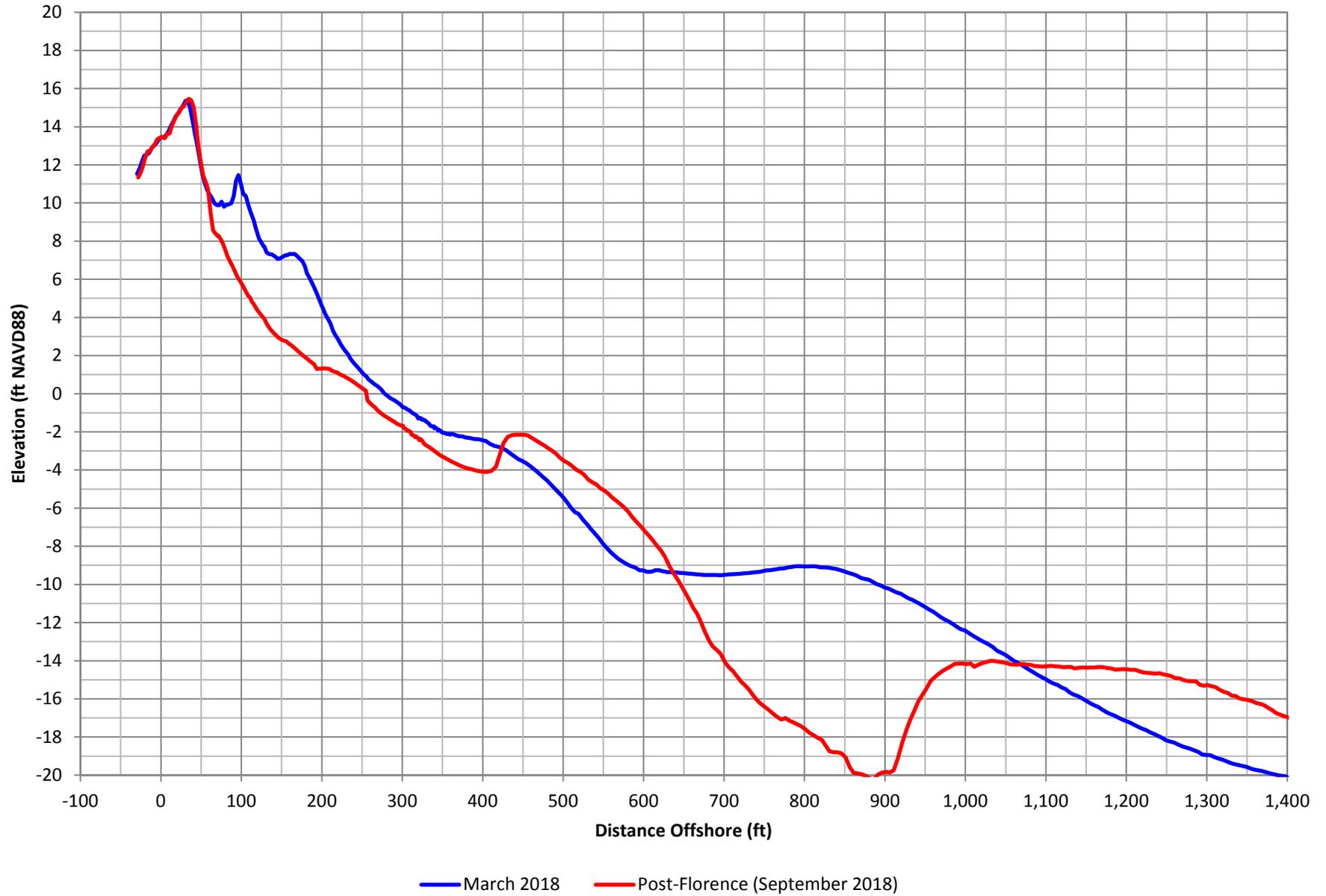
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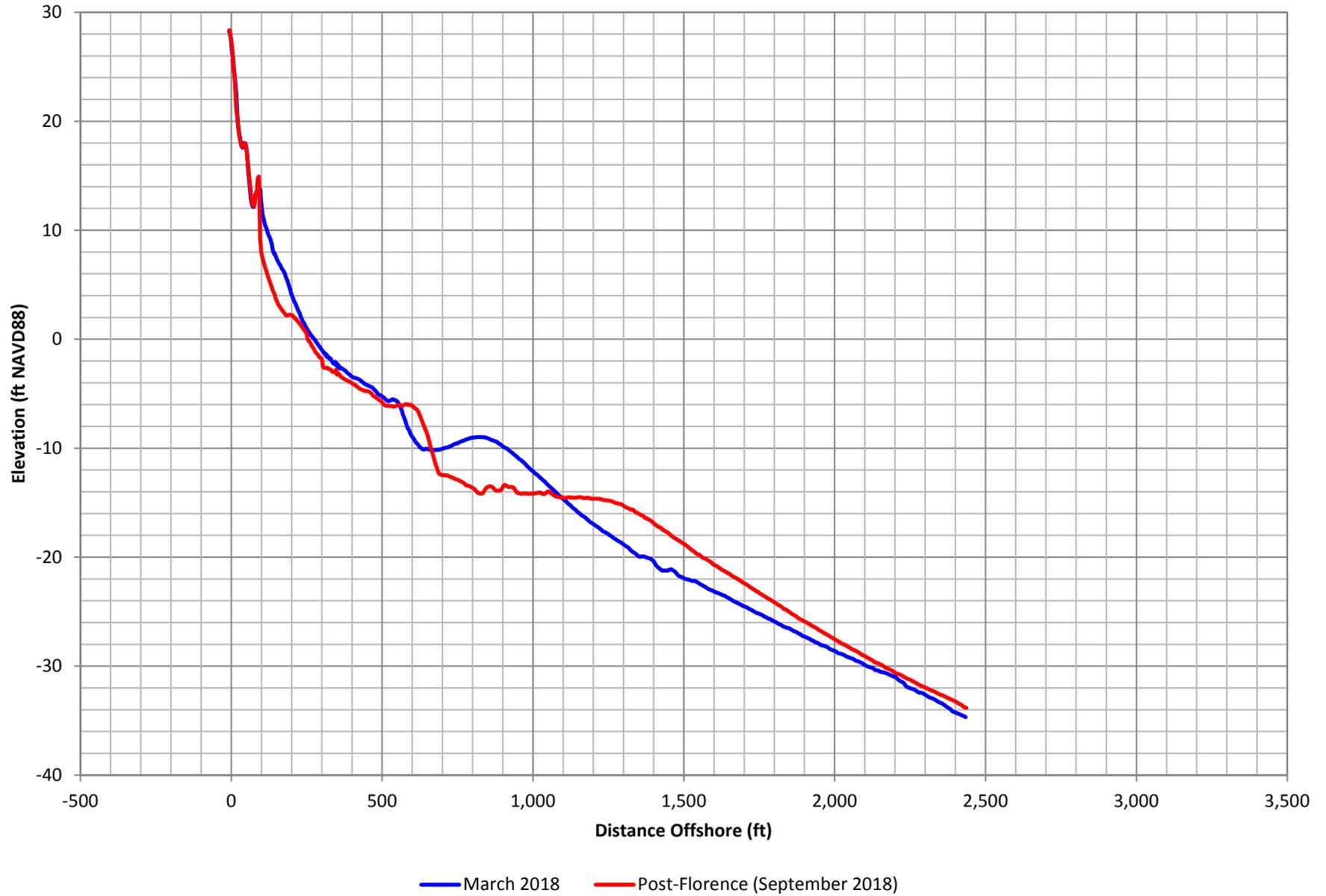
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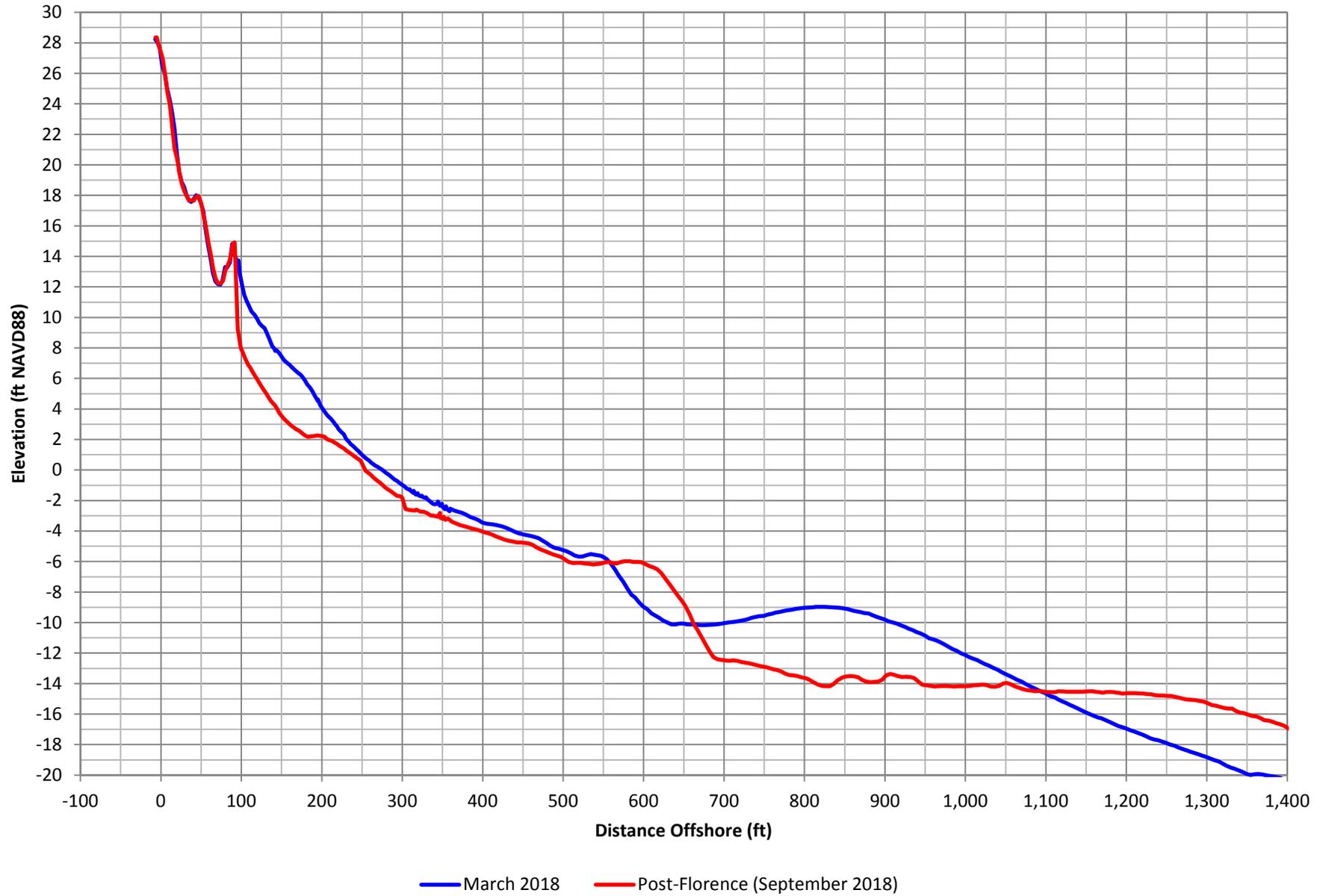
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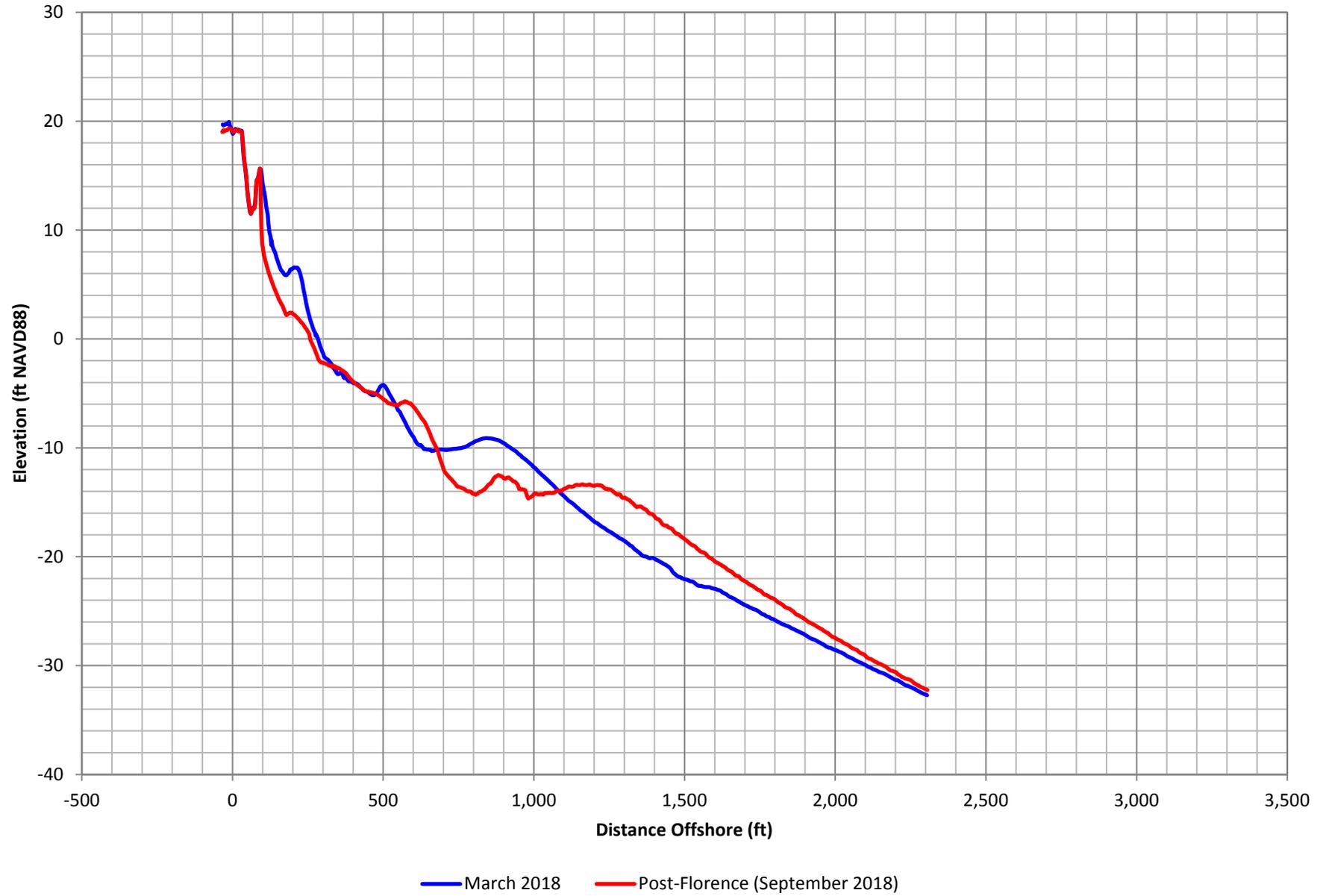
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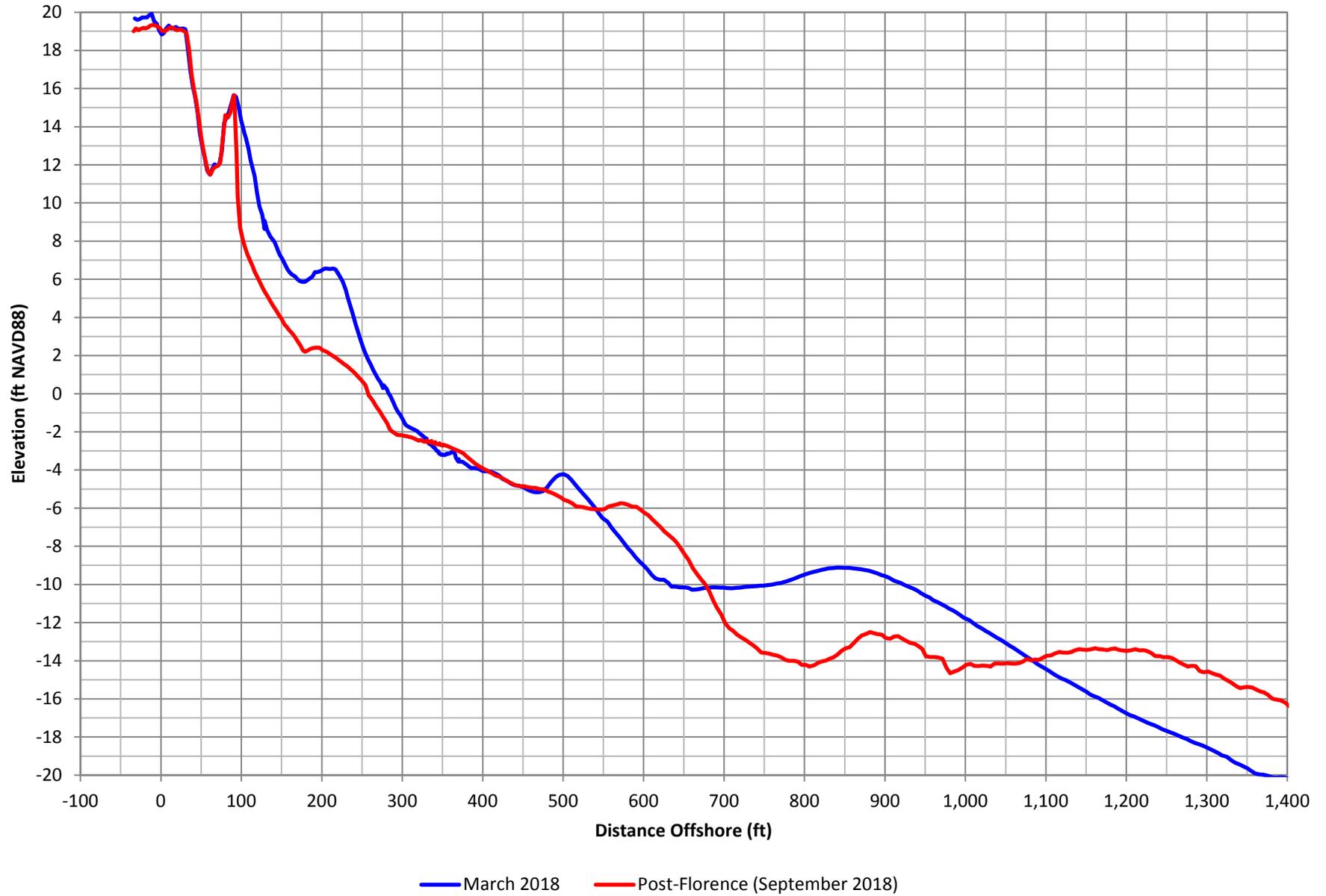
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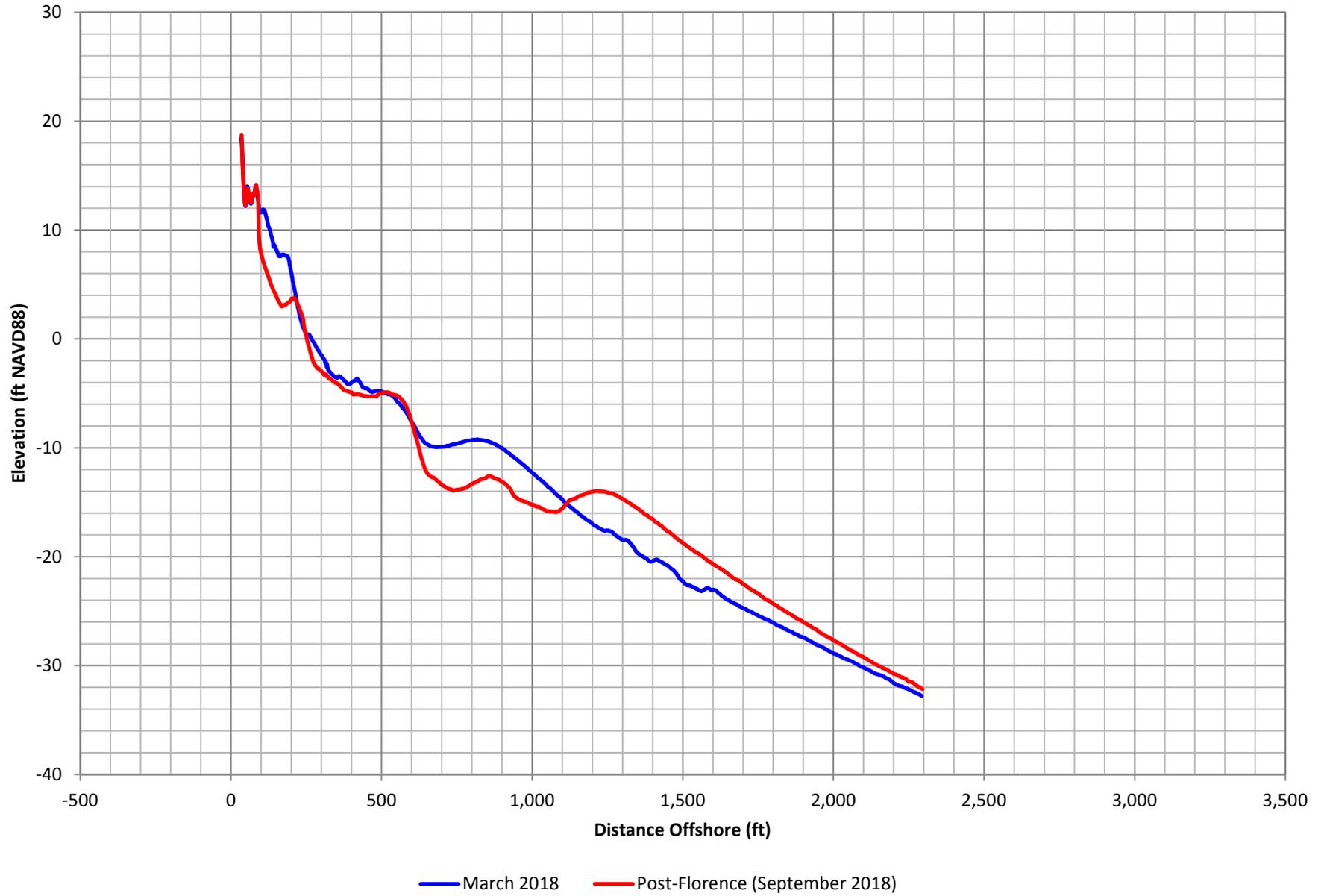
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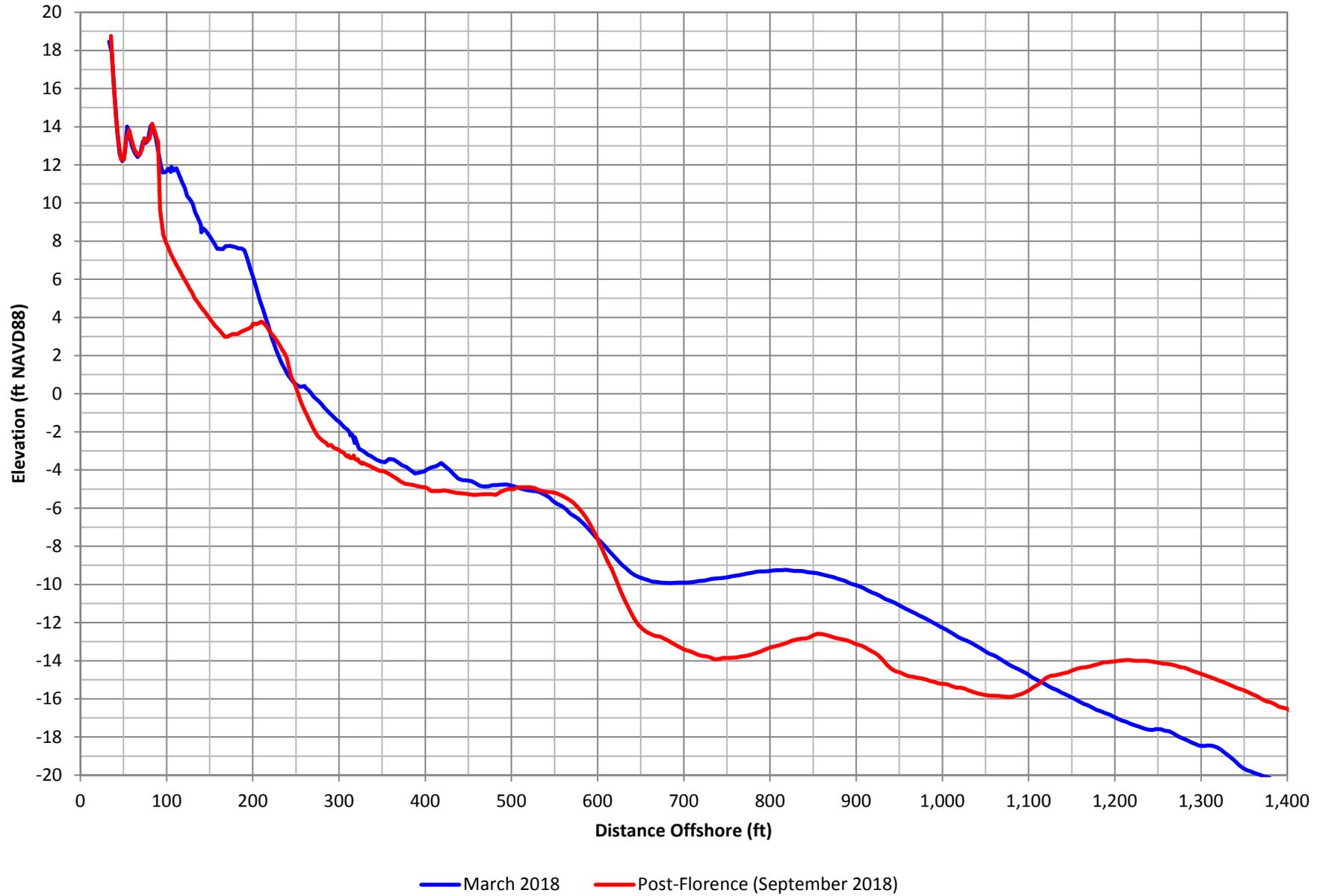
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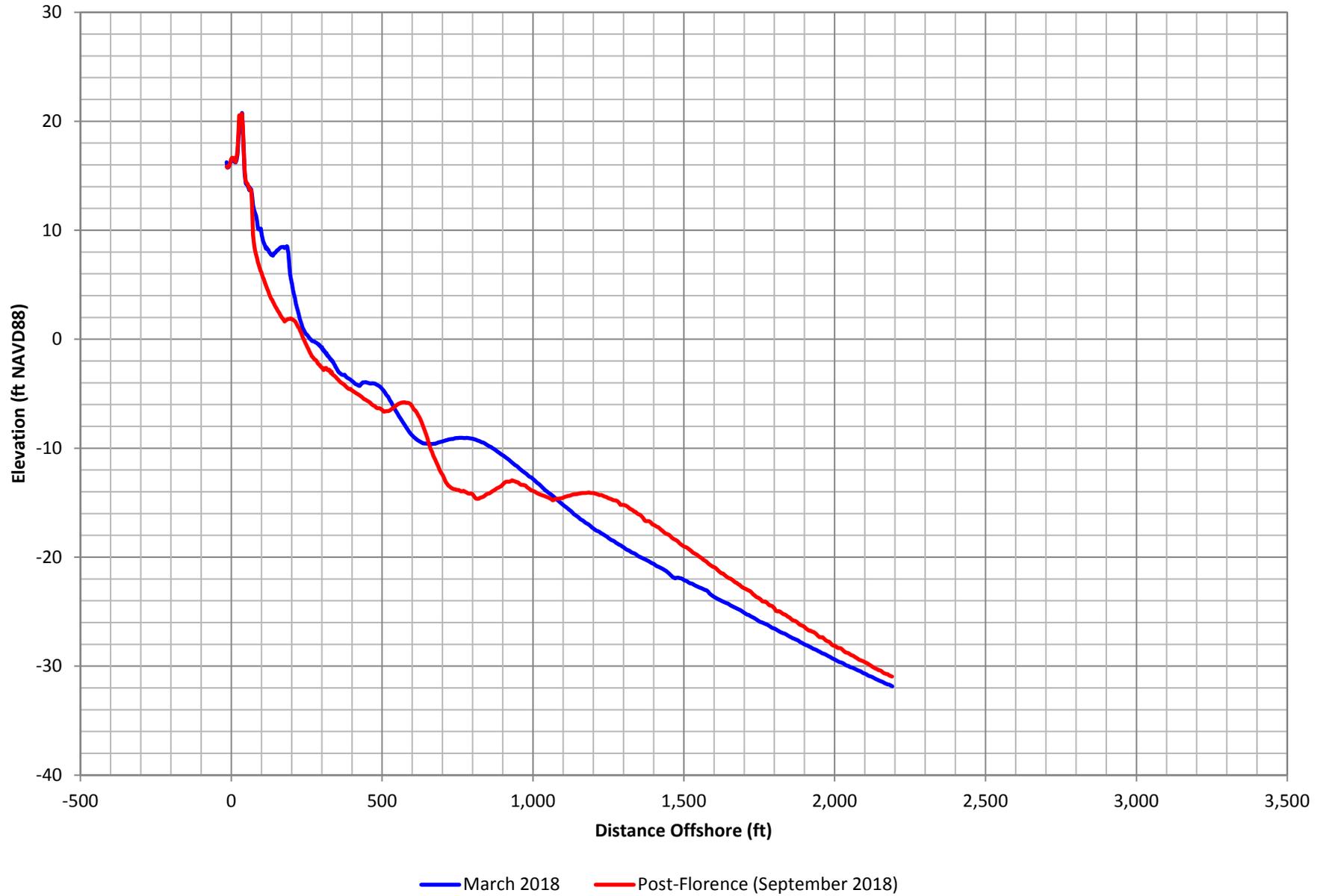
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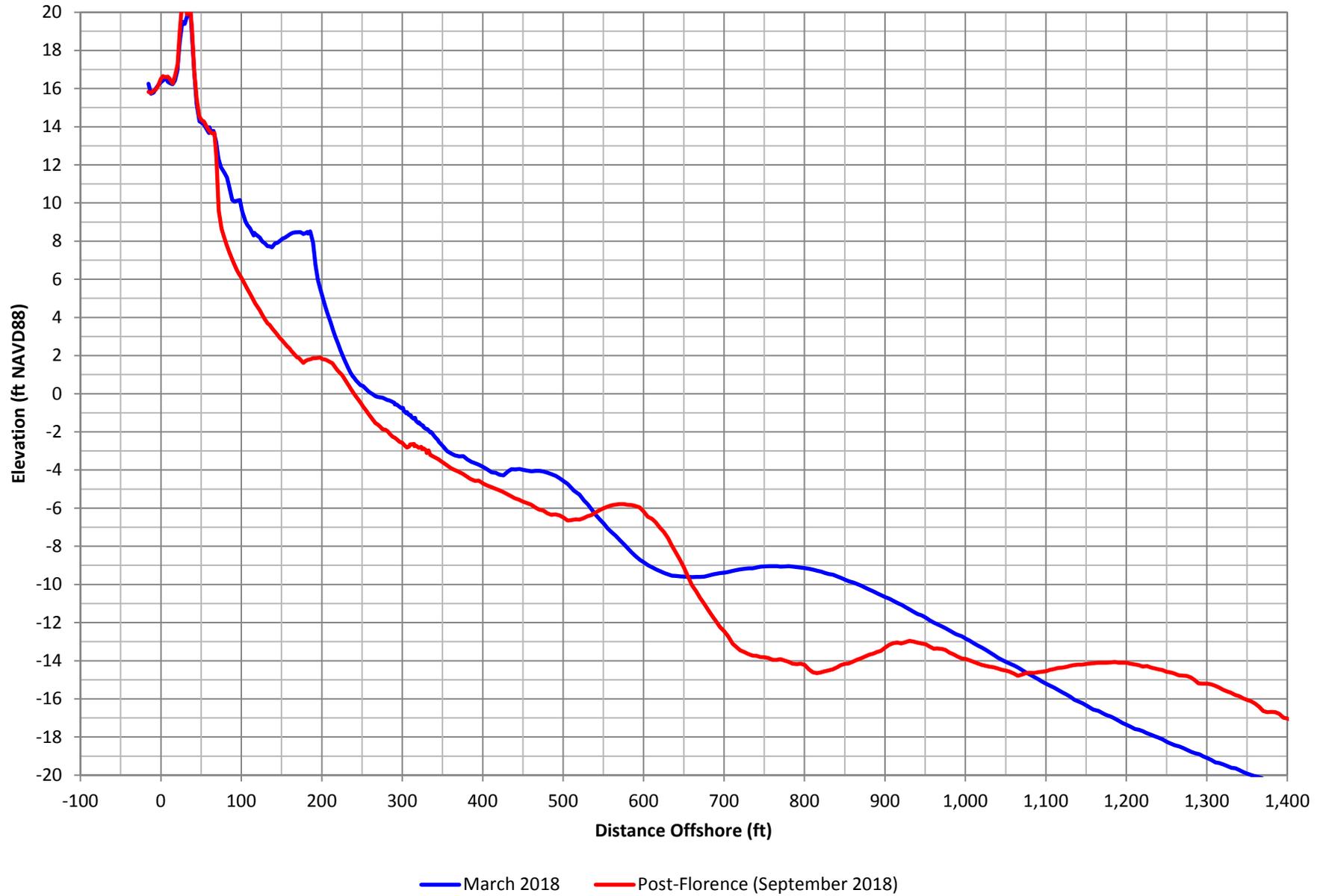
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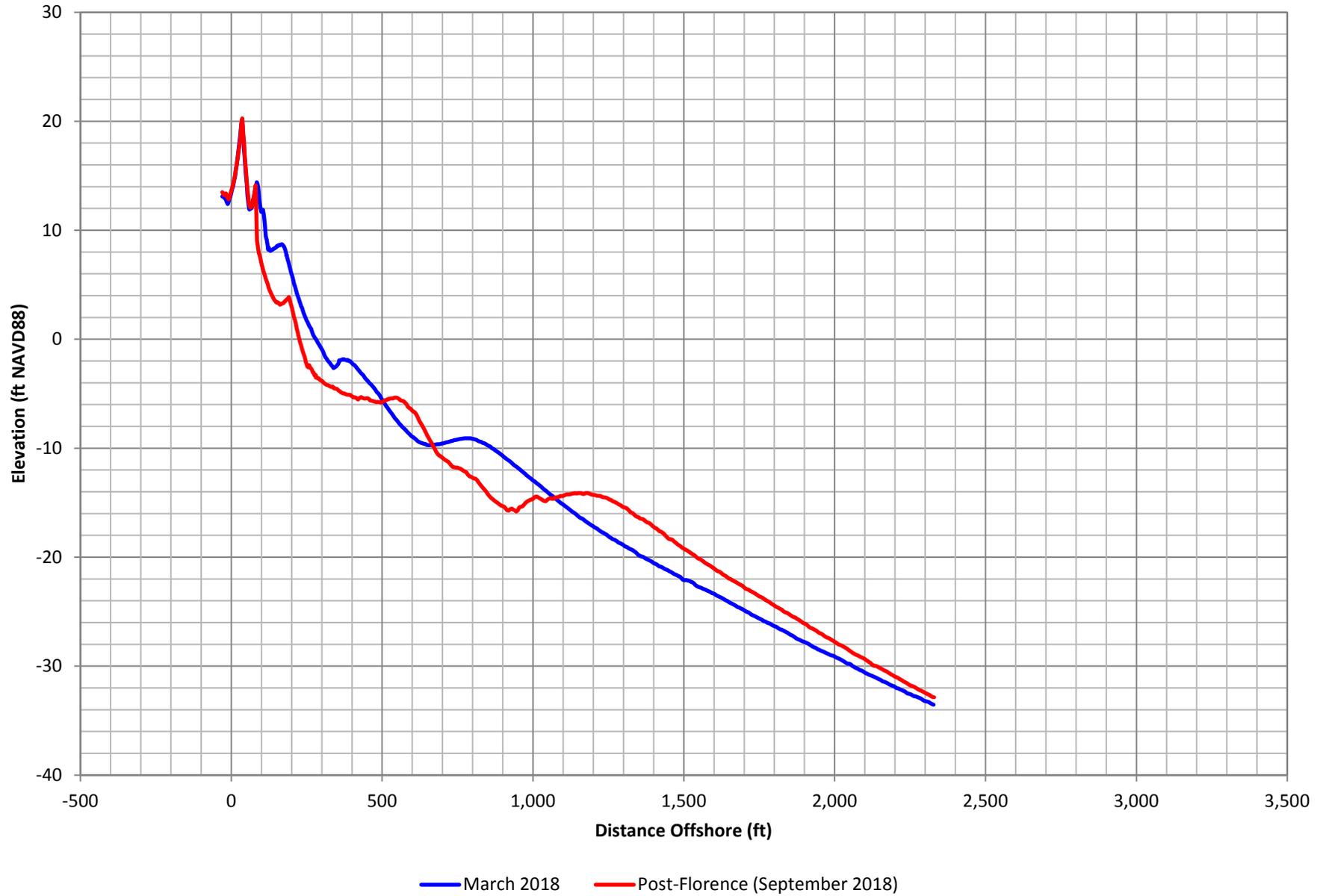
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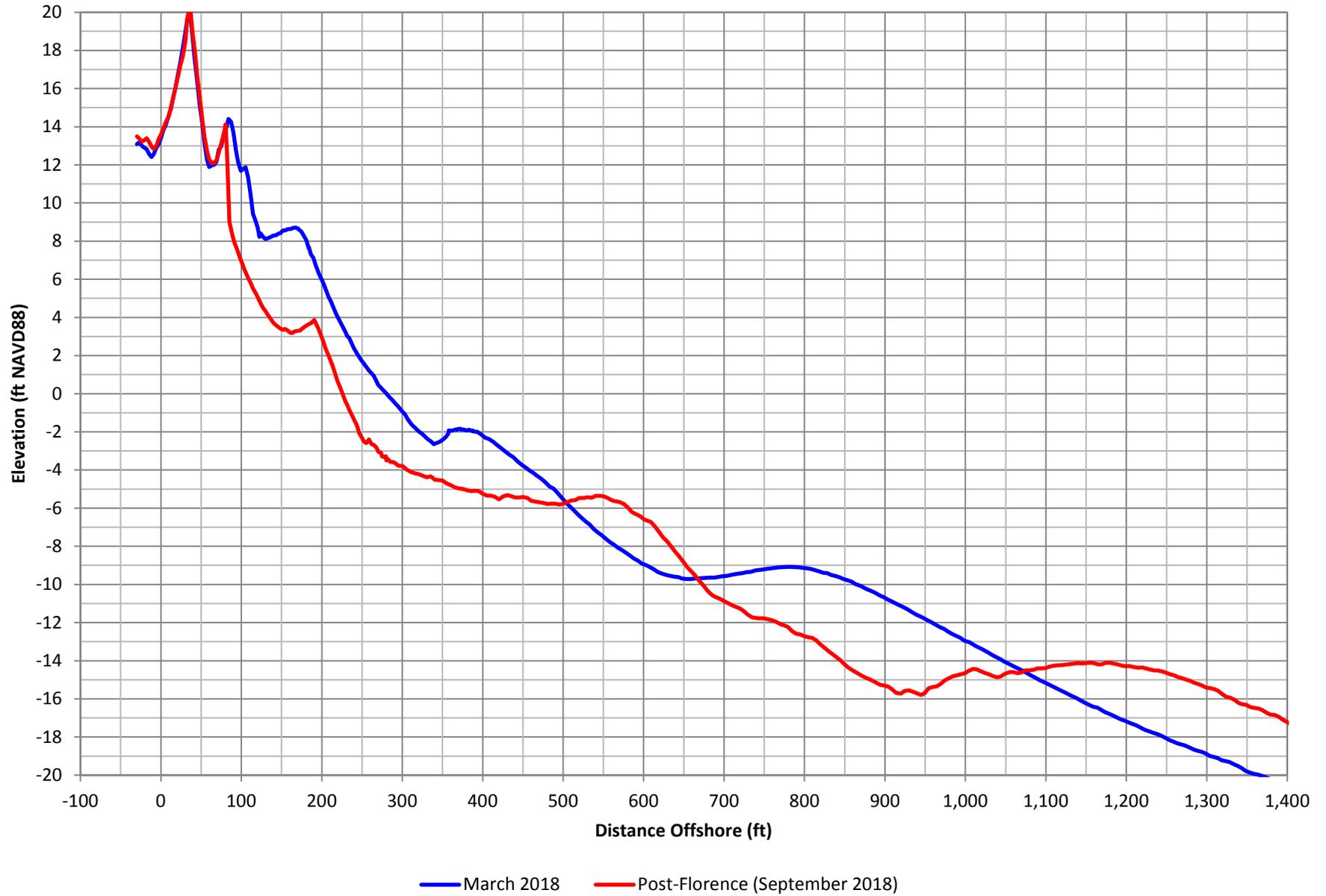
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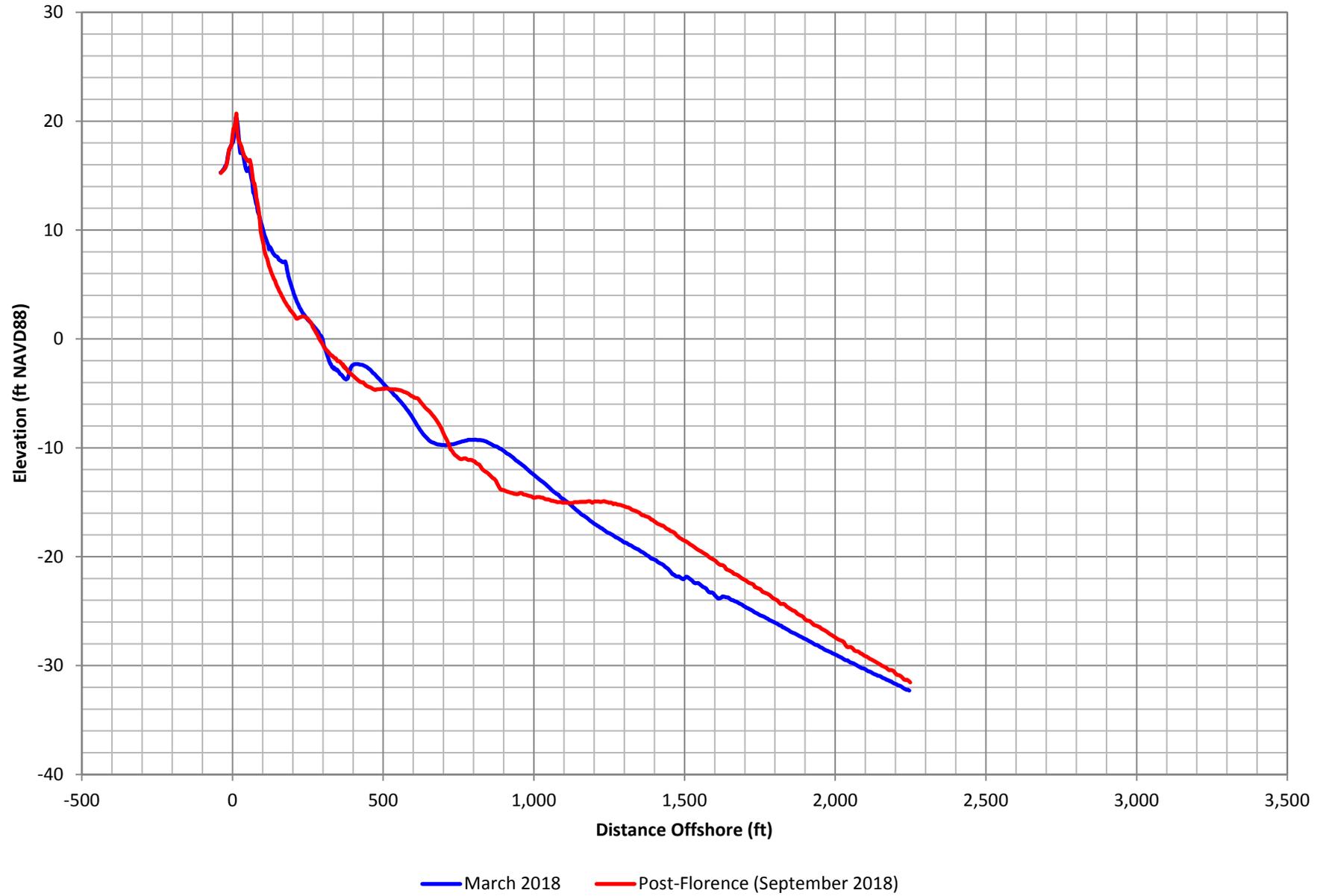
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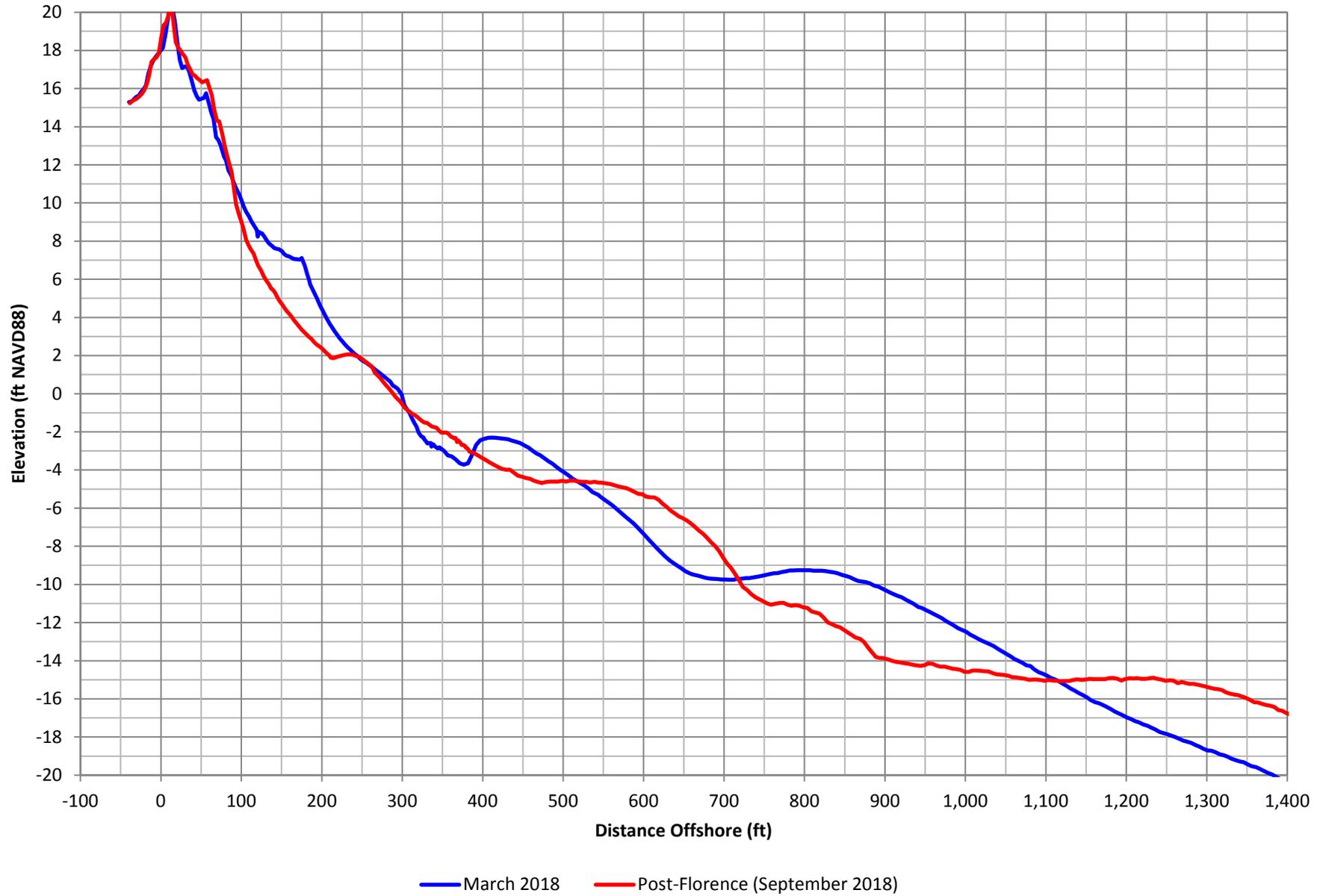
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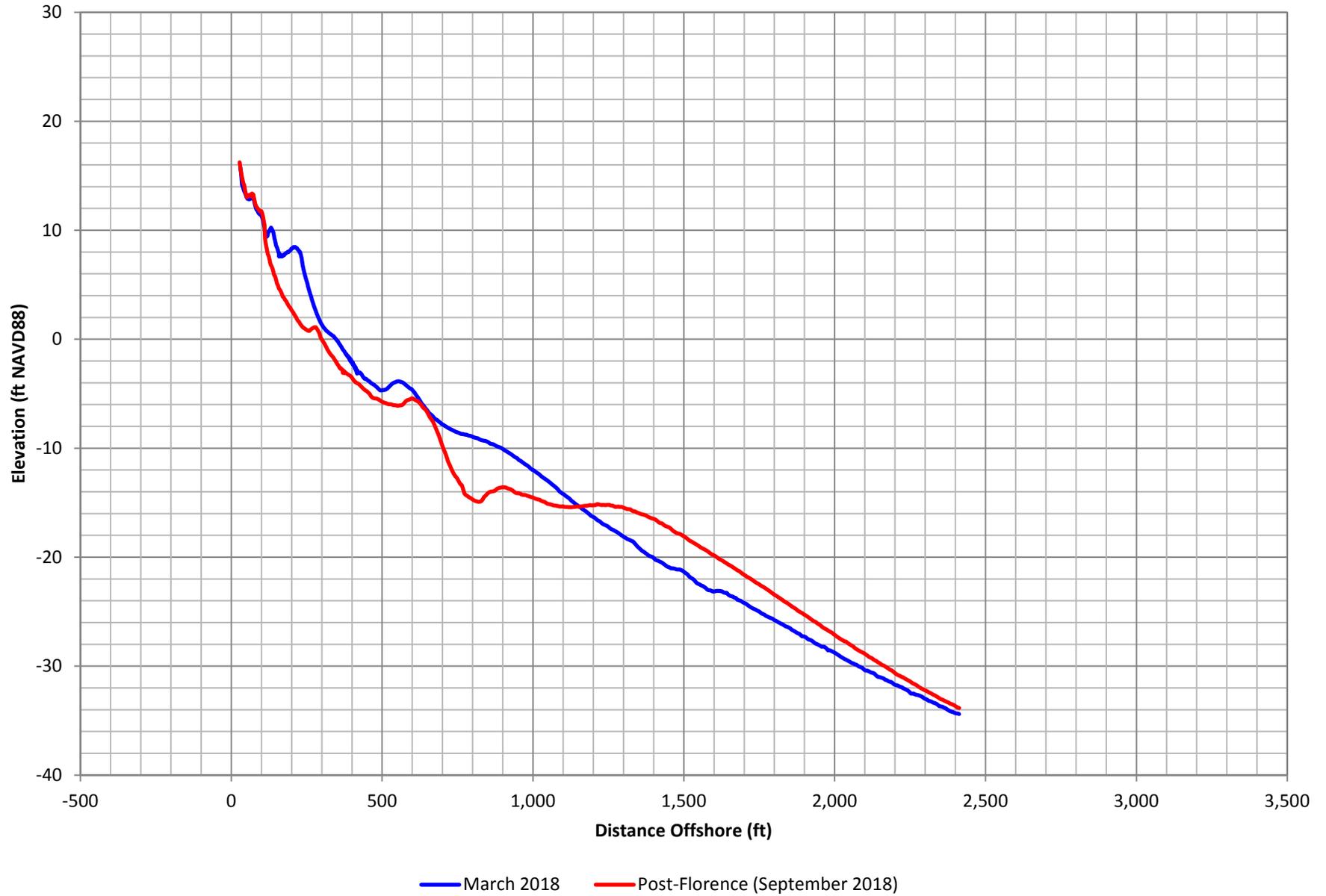
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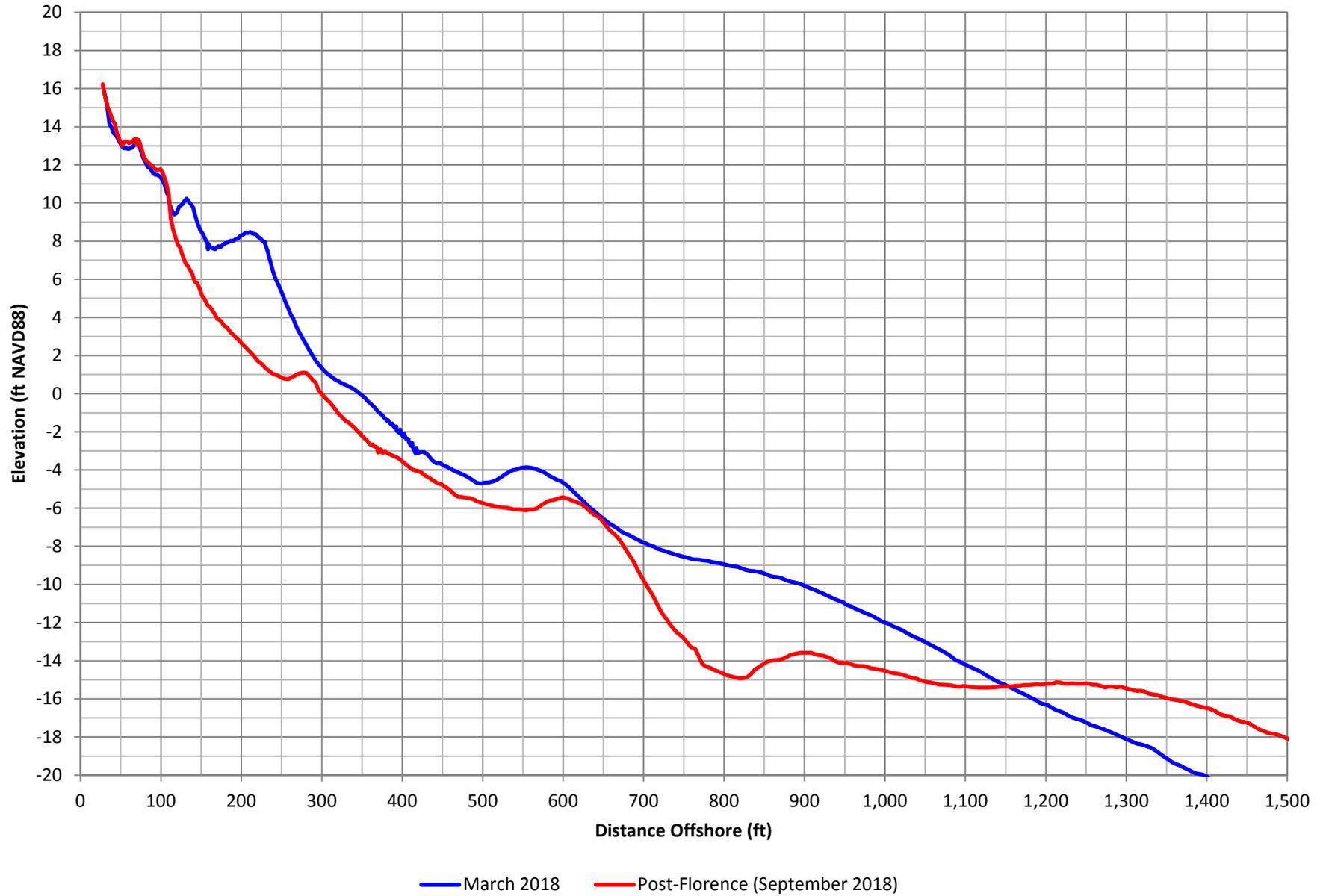
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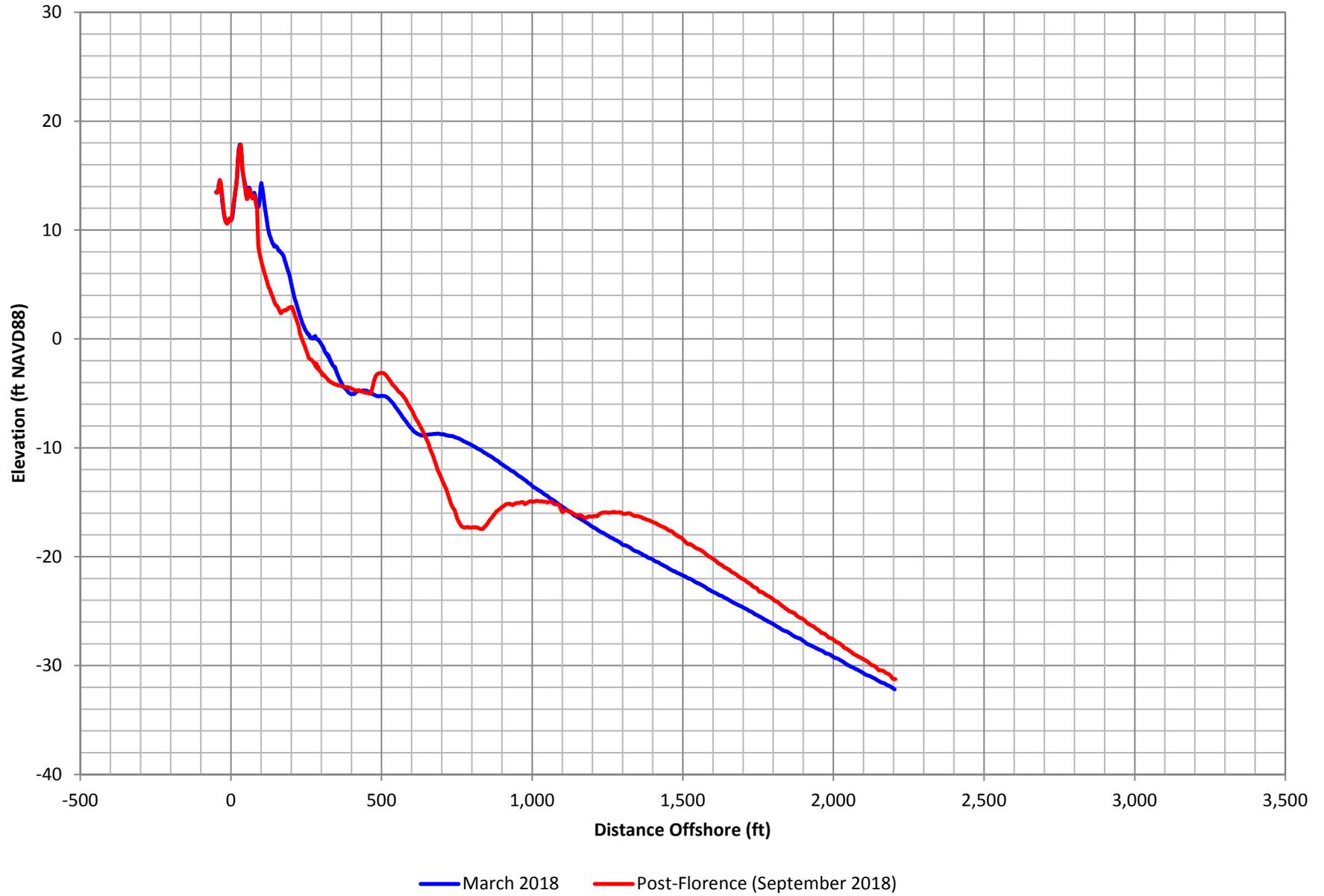
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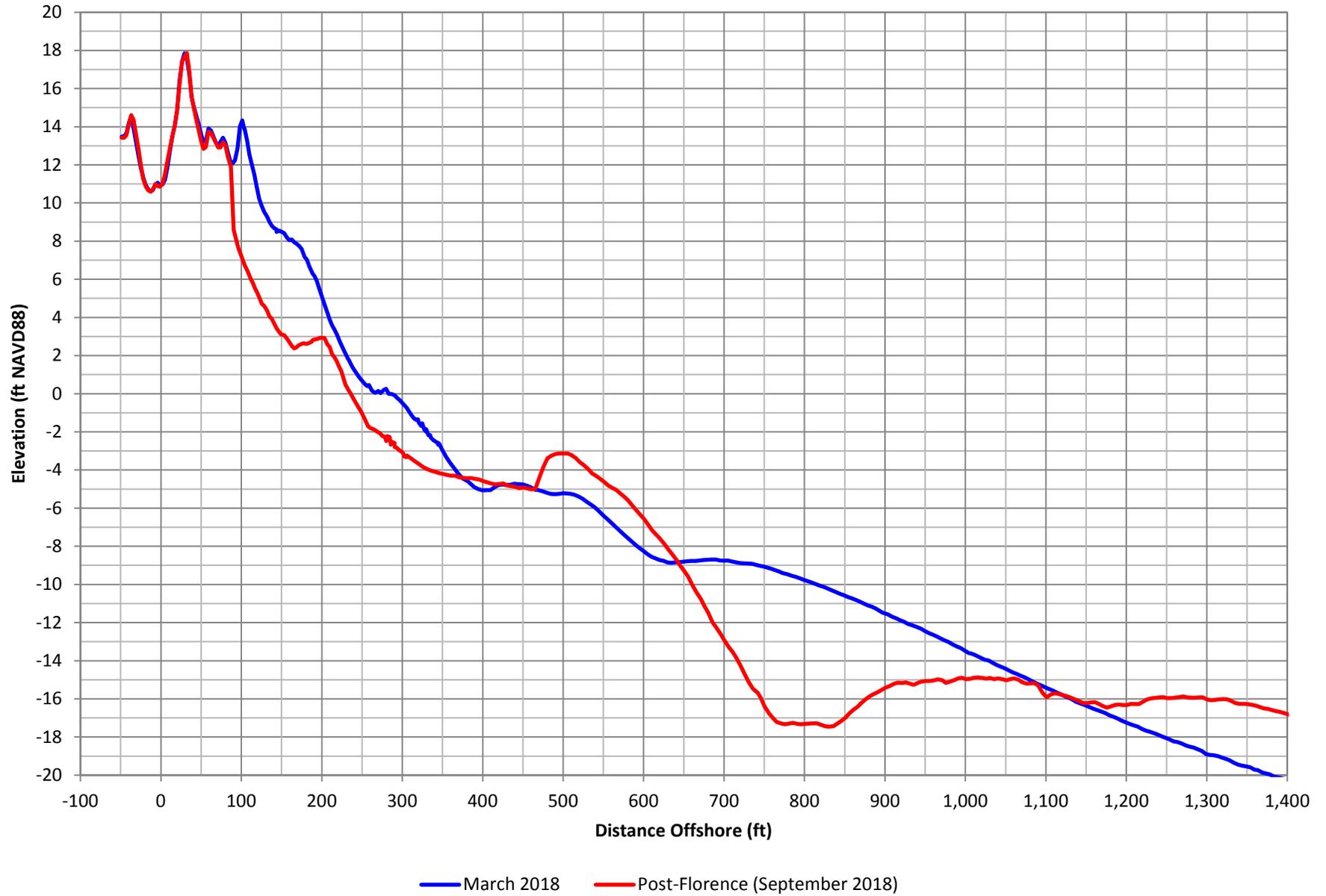
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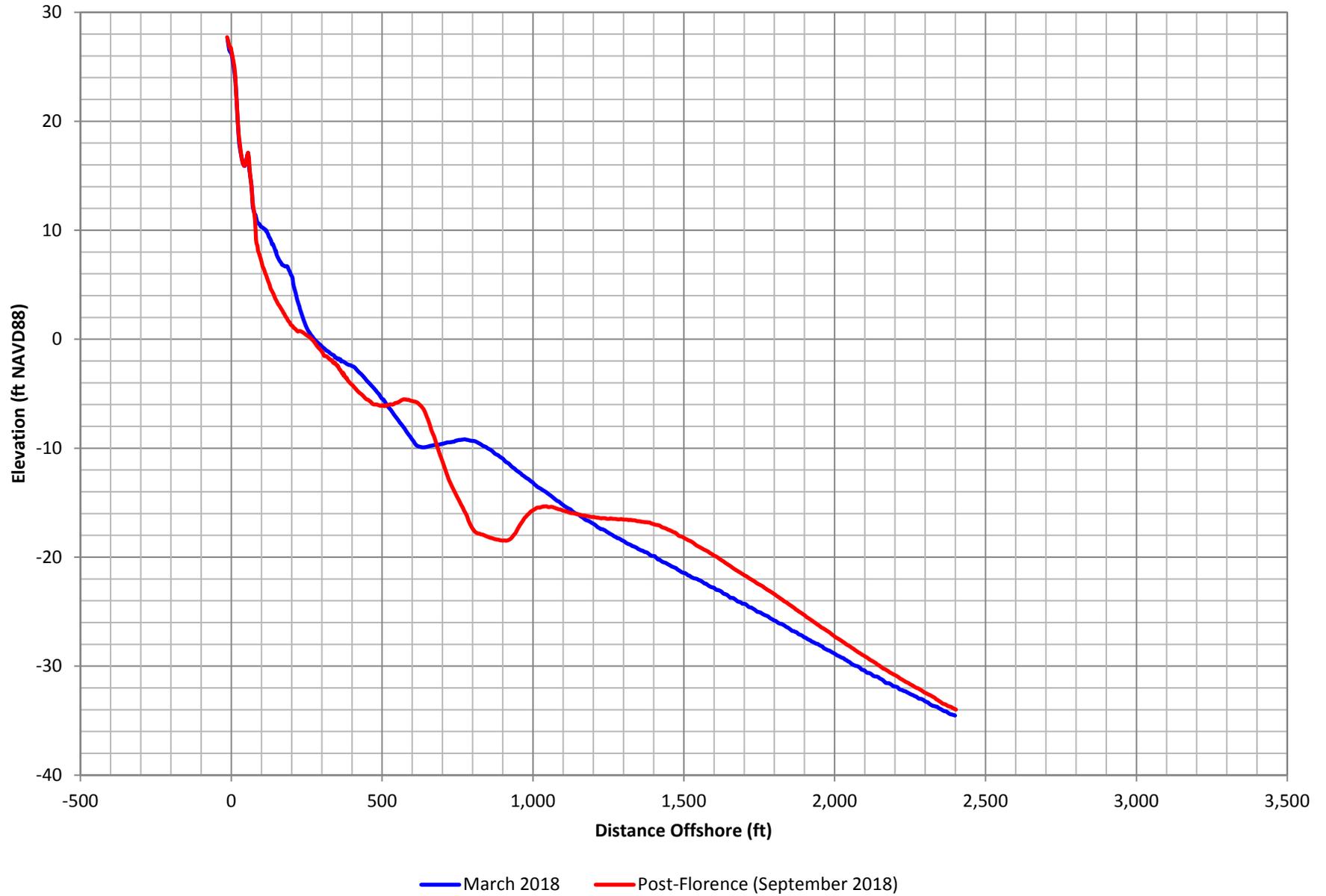
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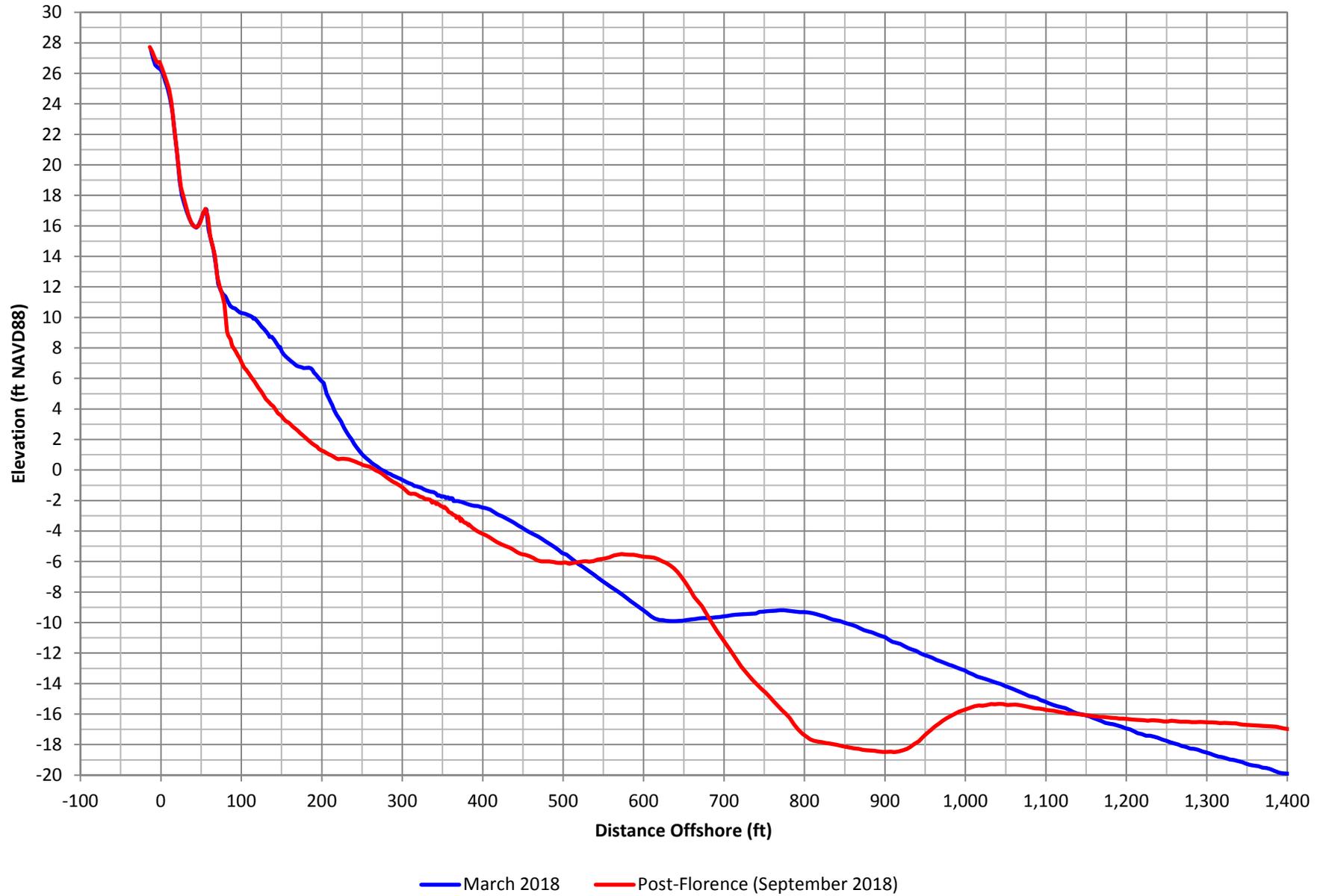
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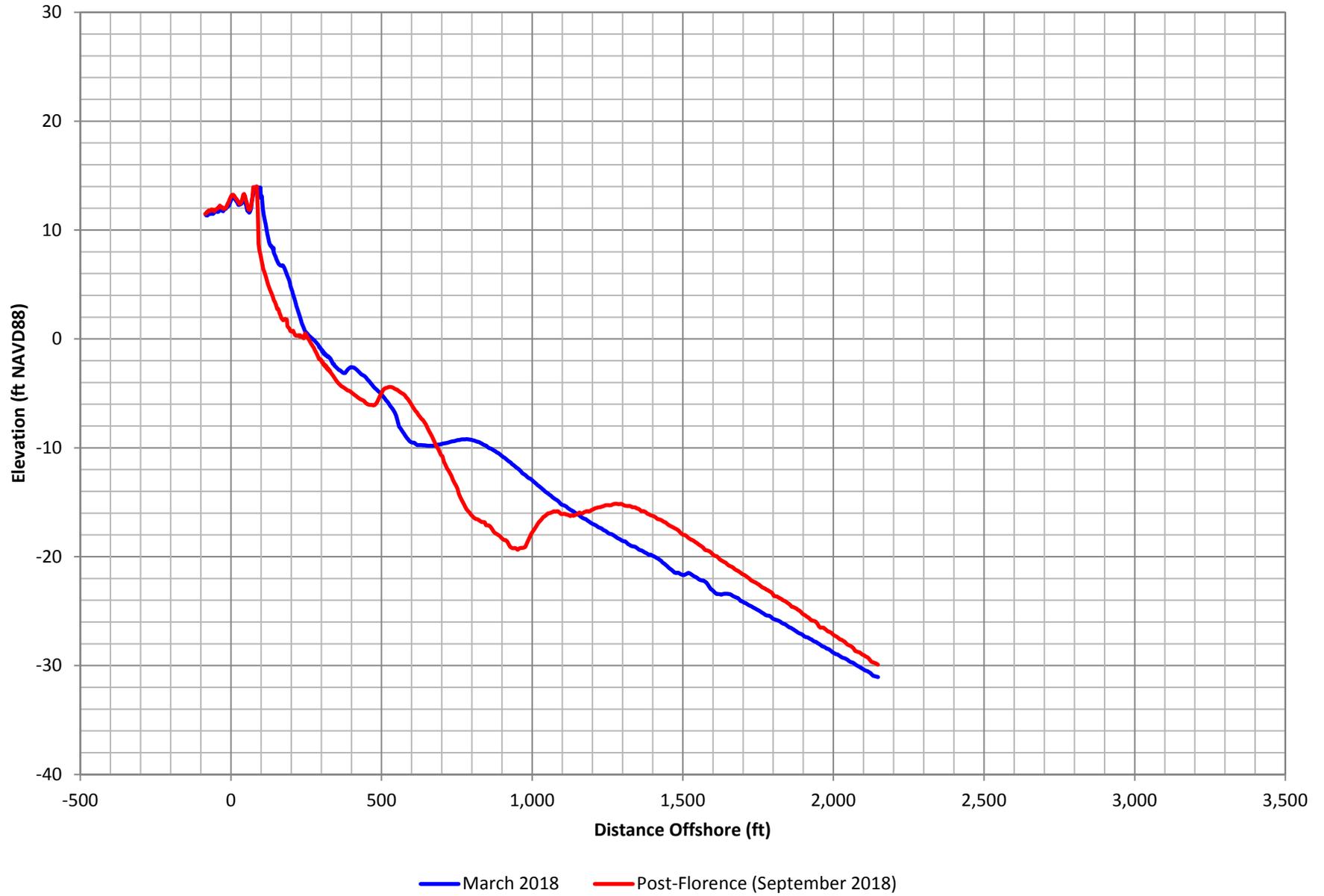
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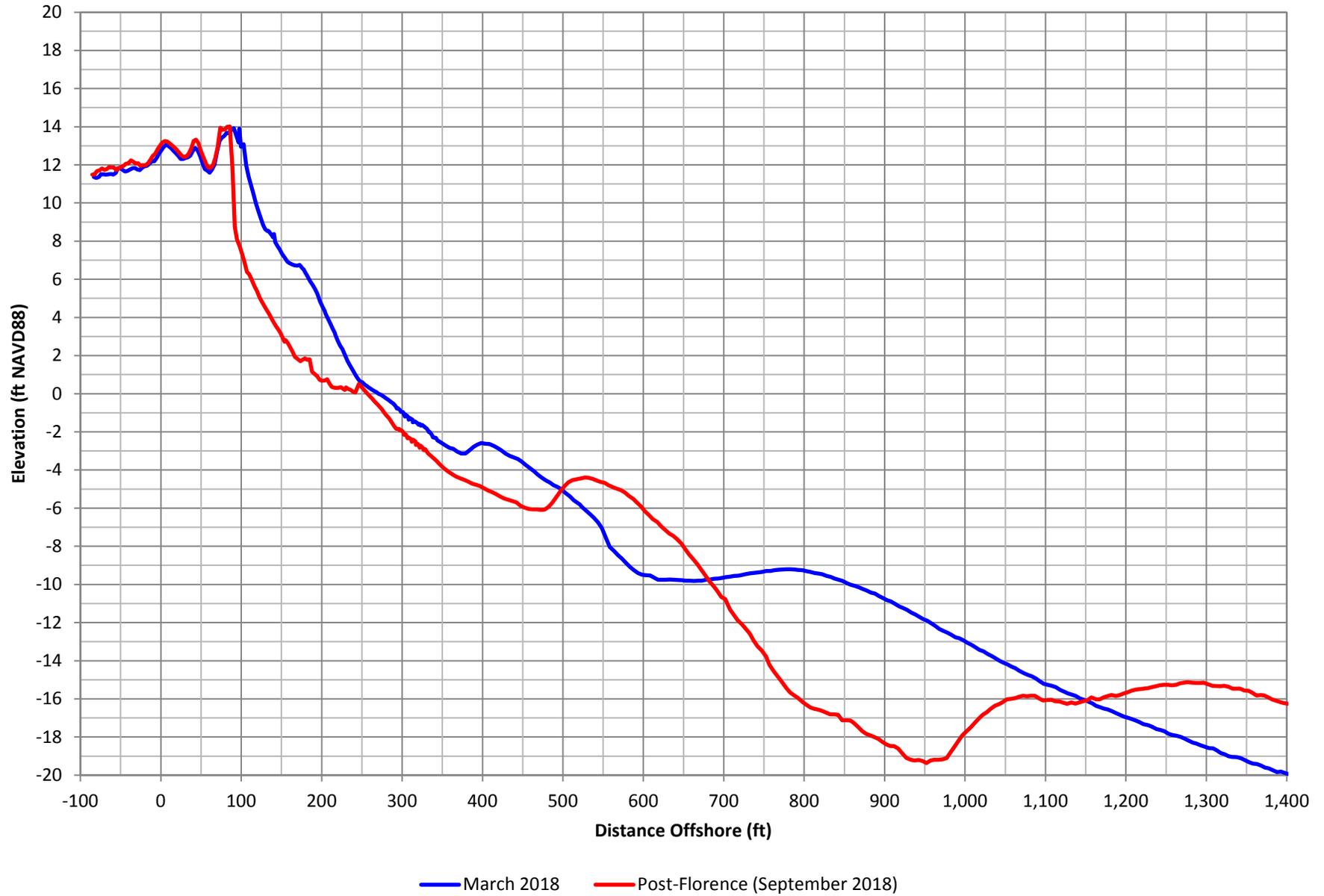
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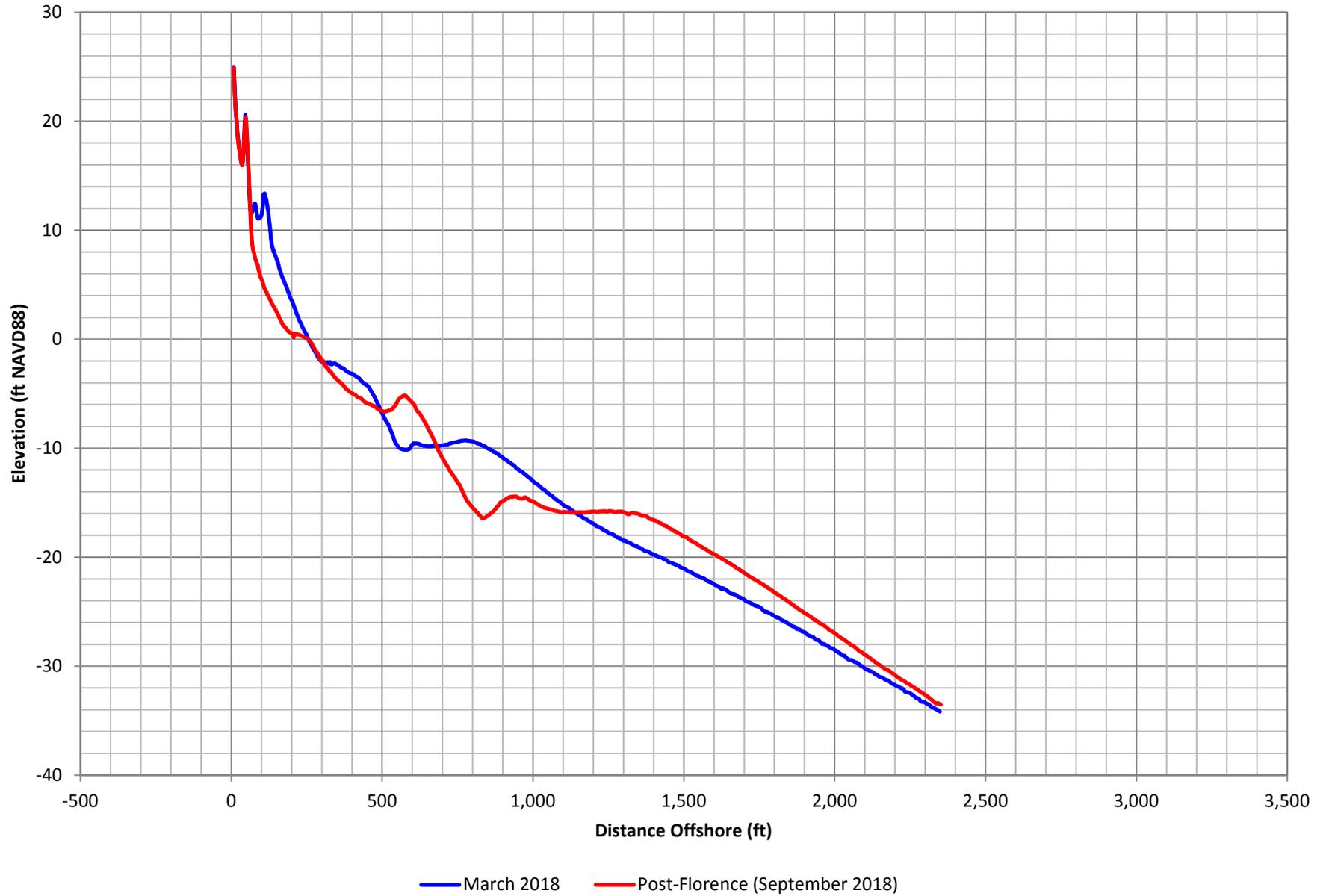
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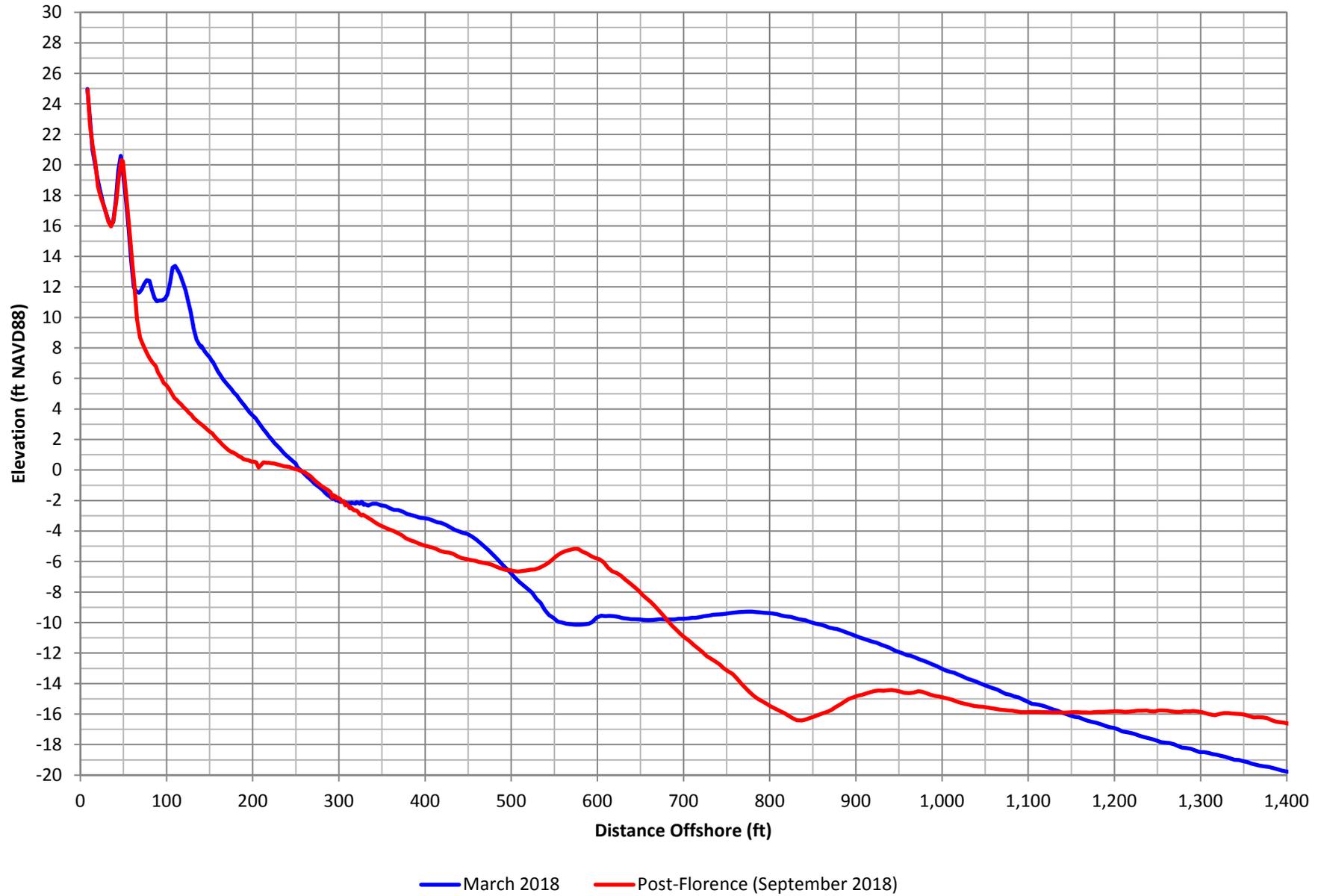
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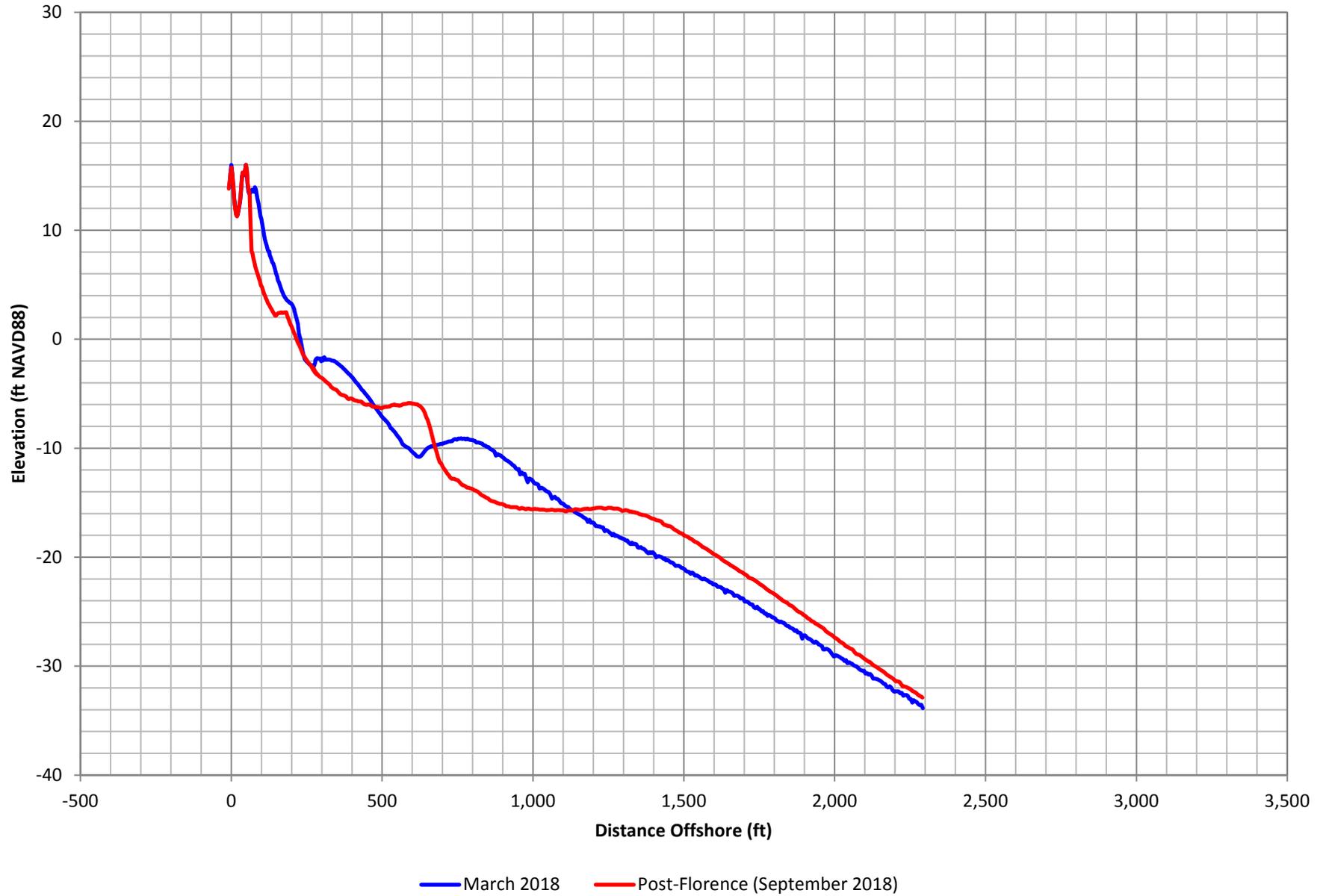
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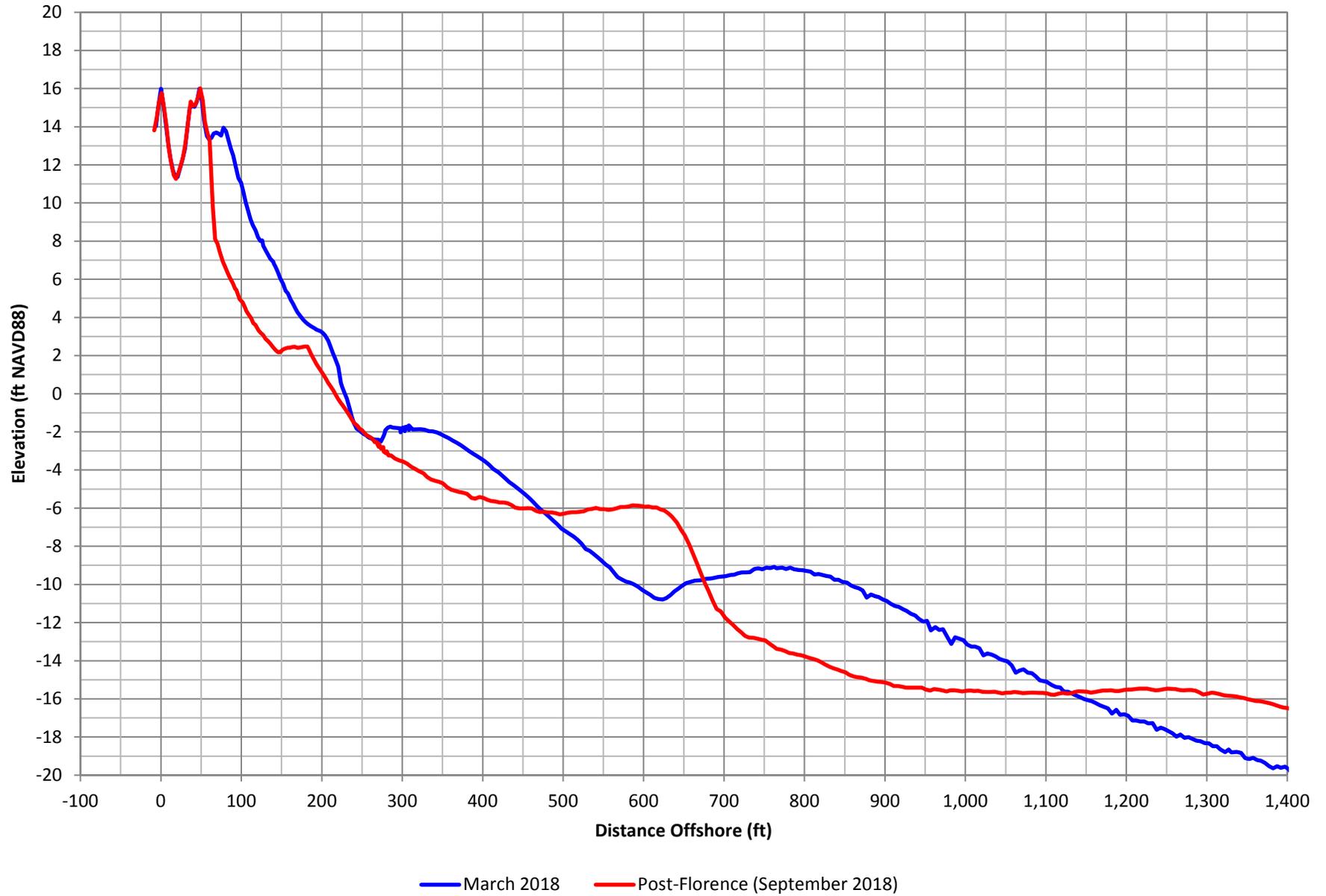
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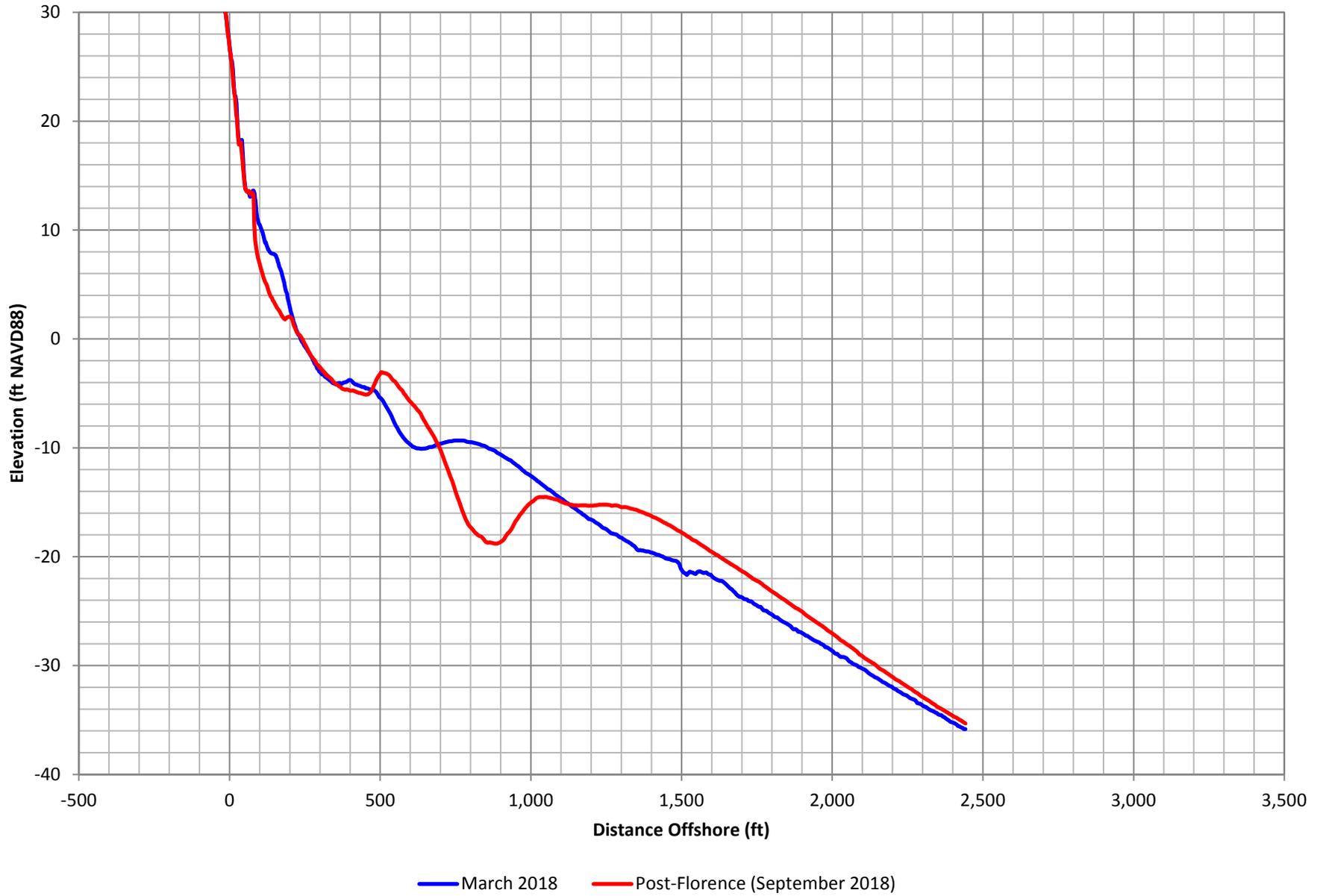
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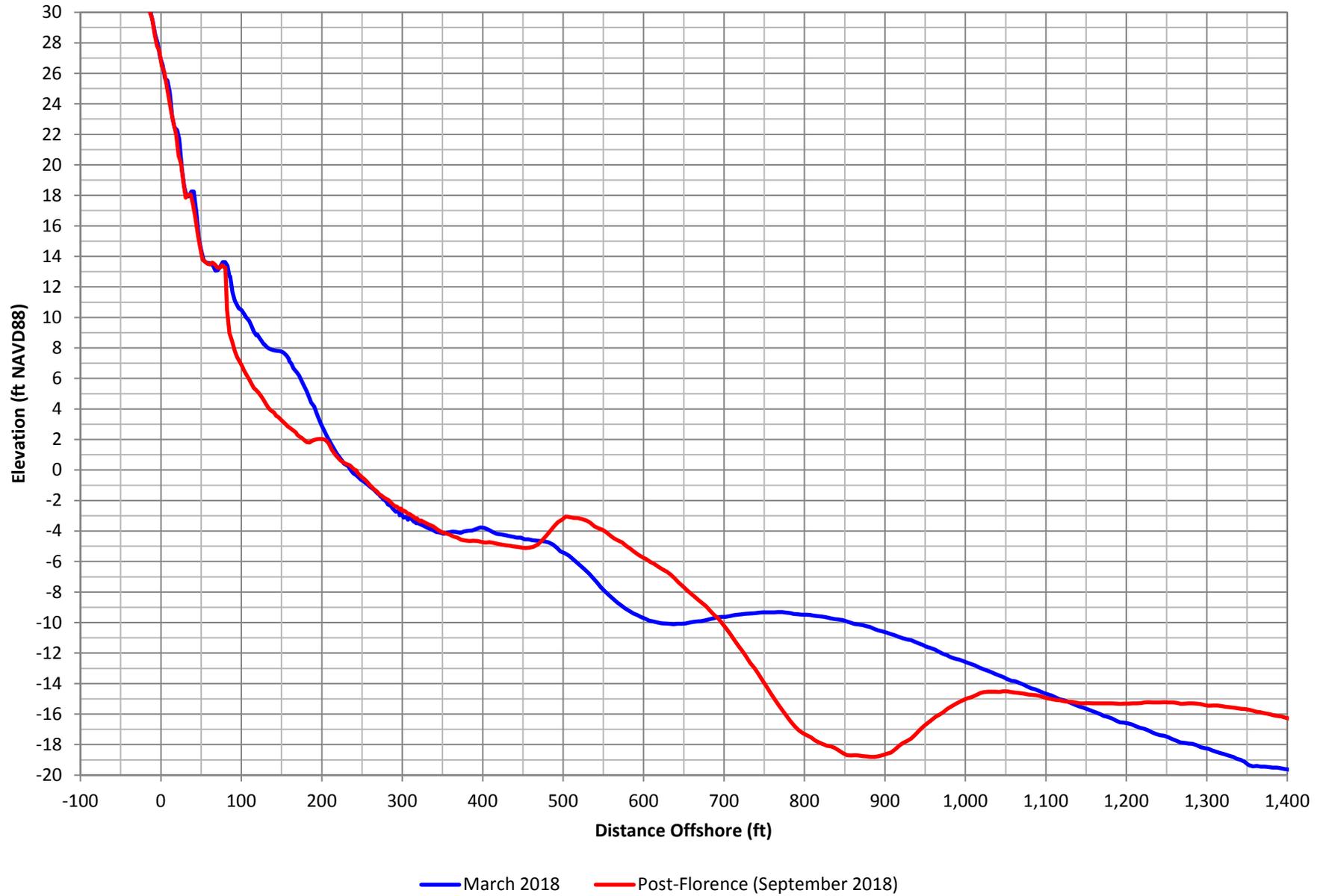
Bogue Banks Transect 23



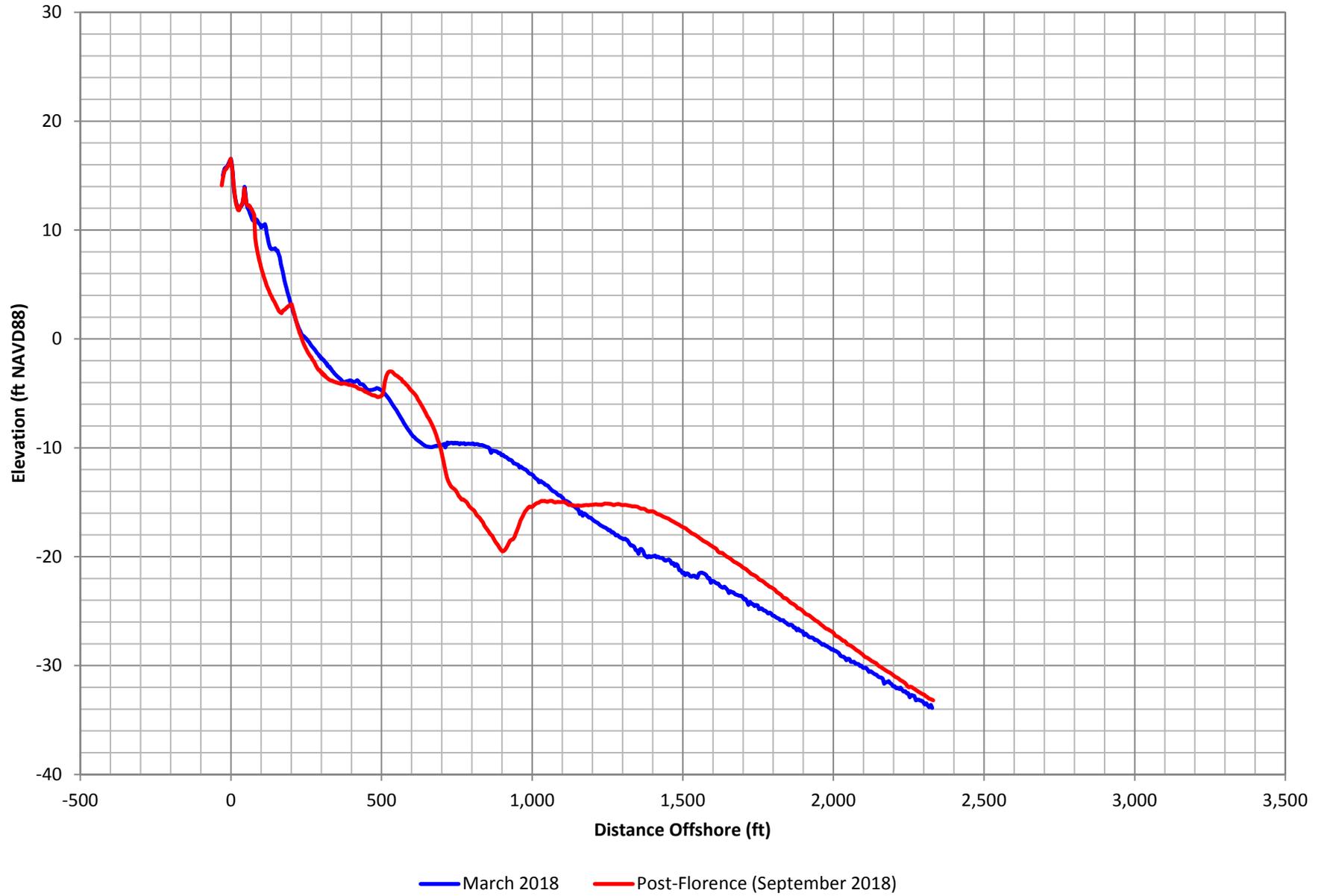
Bogue Banks Transect 24



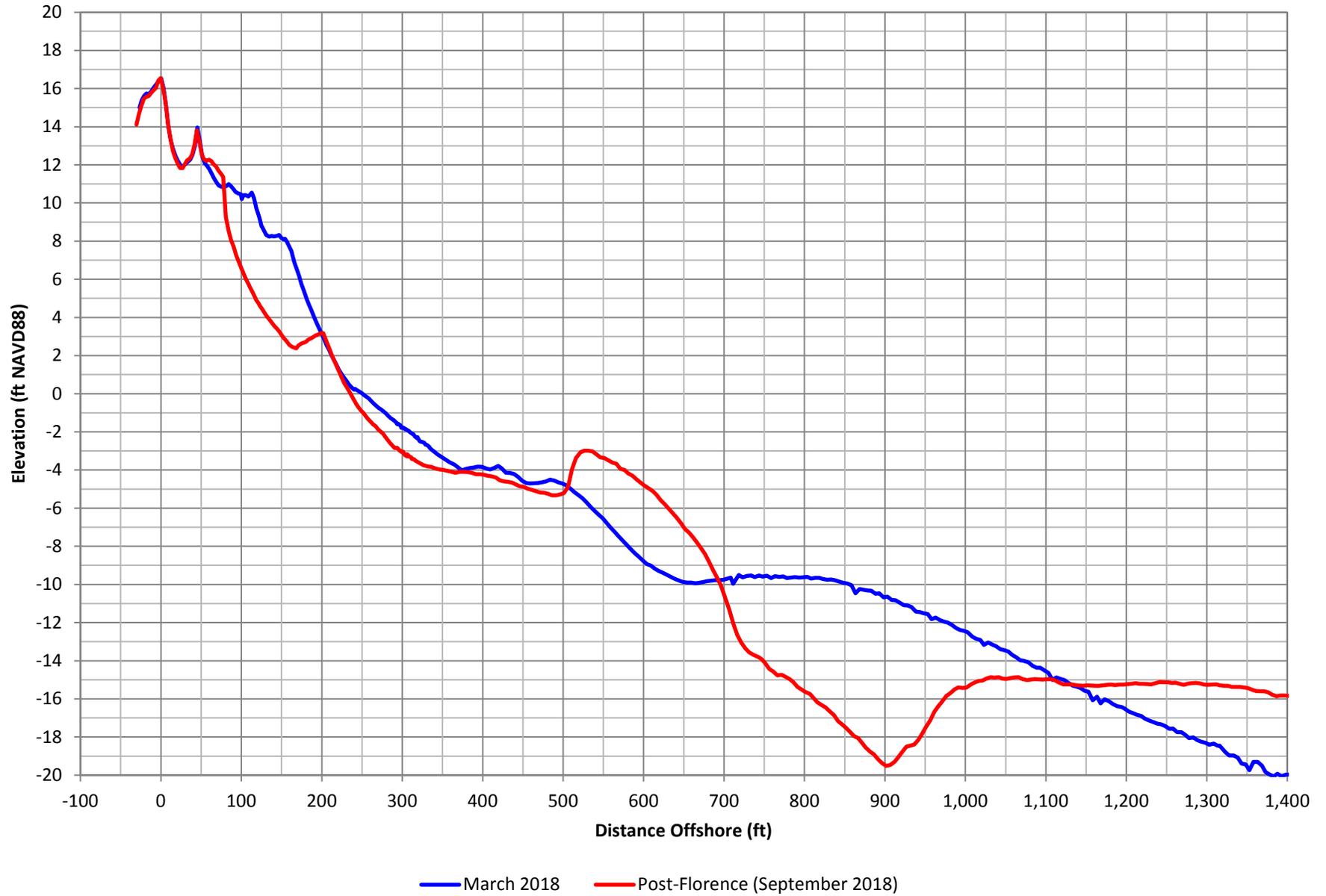
Bogue Banks Transect 24



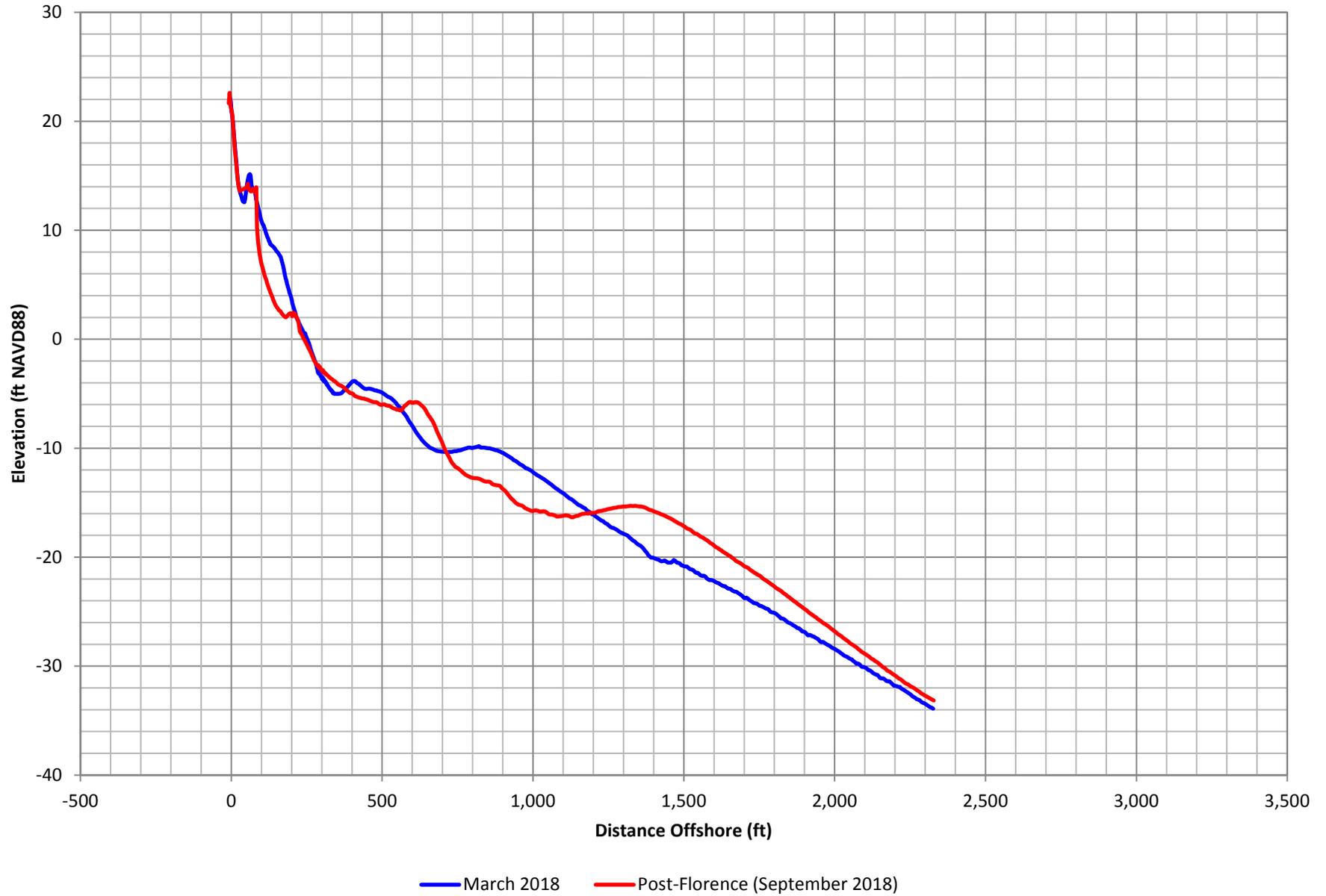
Bogue Banks Transect 25



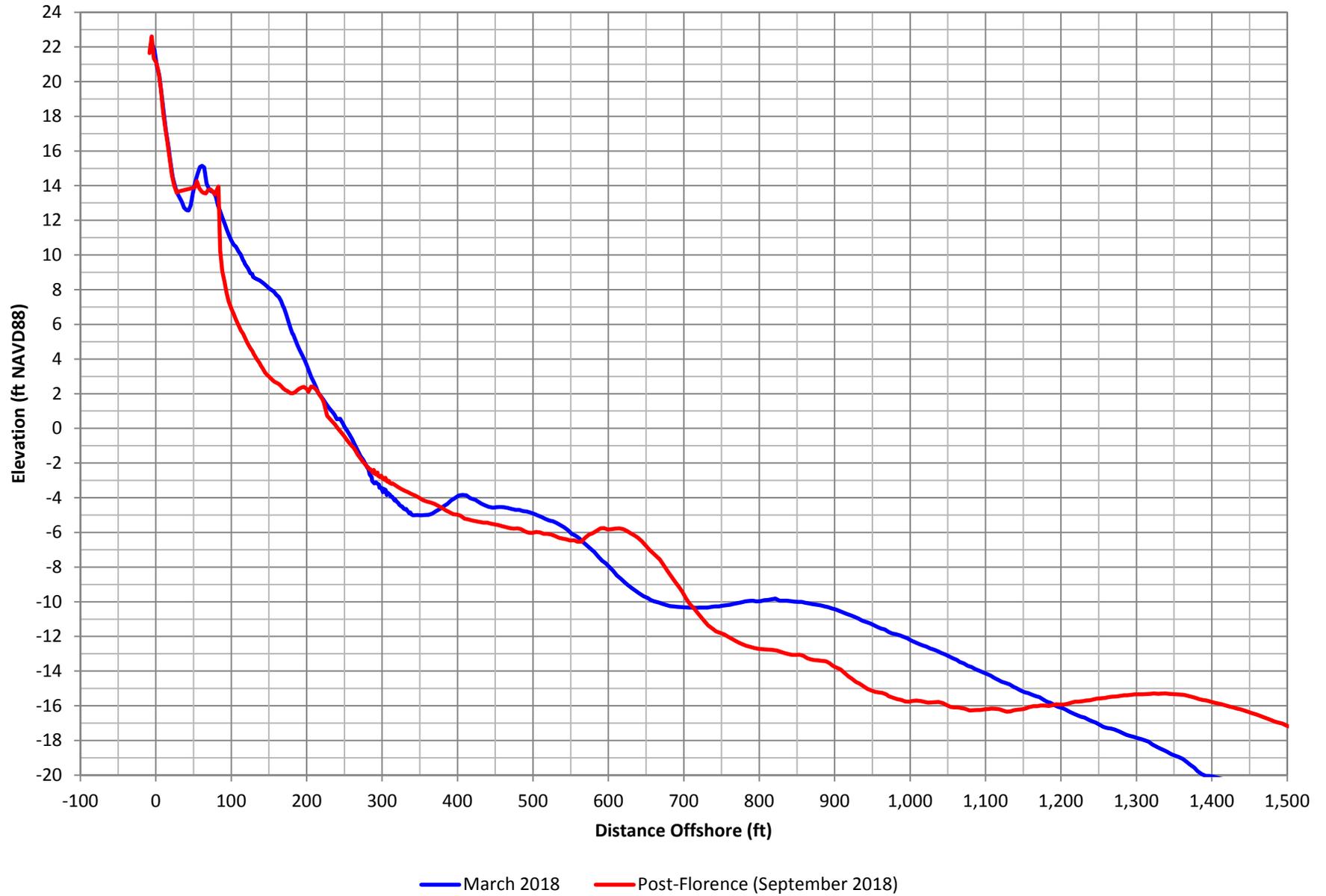
Bogue Banks Transect 25



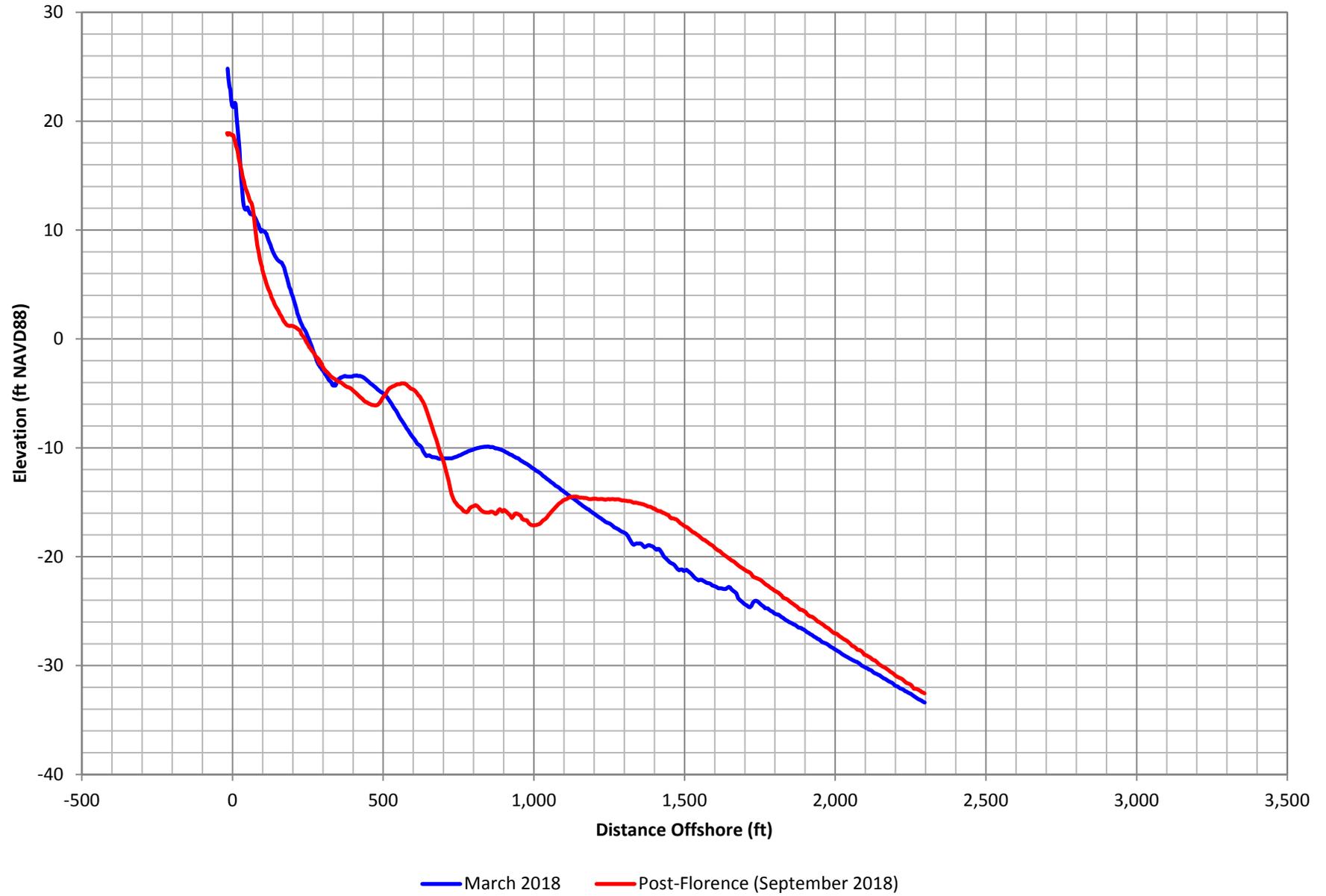
Bogue Banks Transect 26



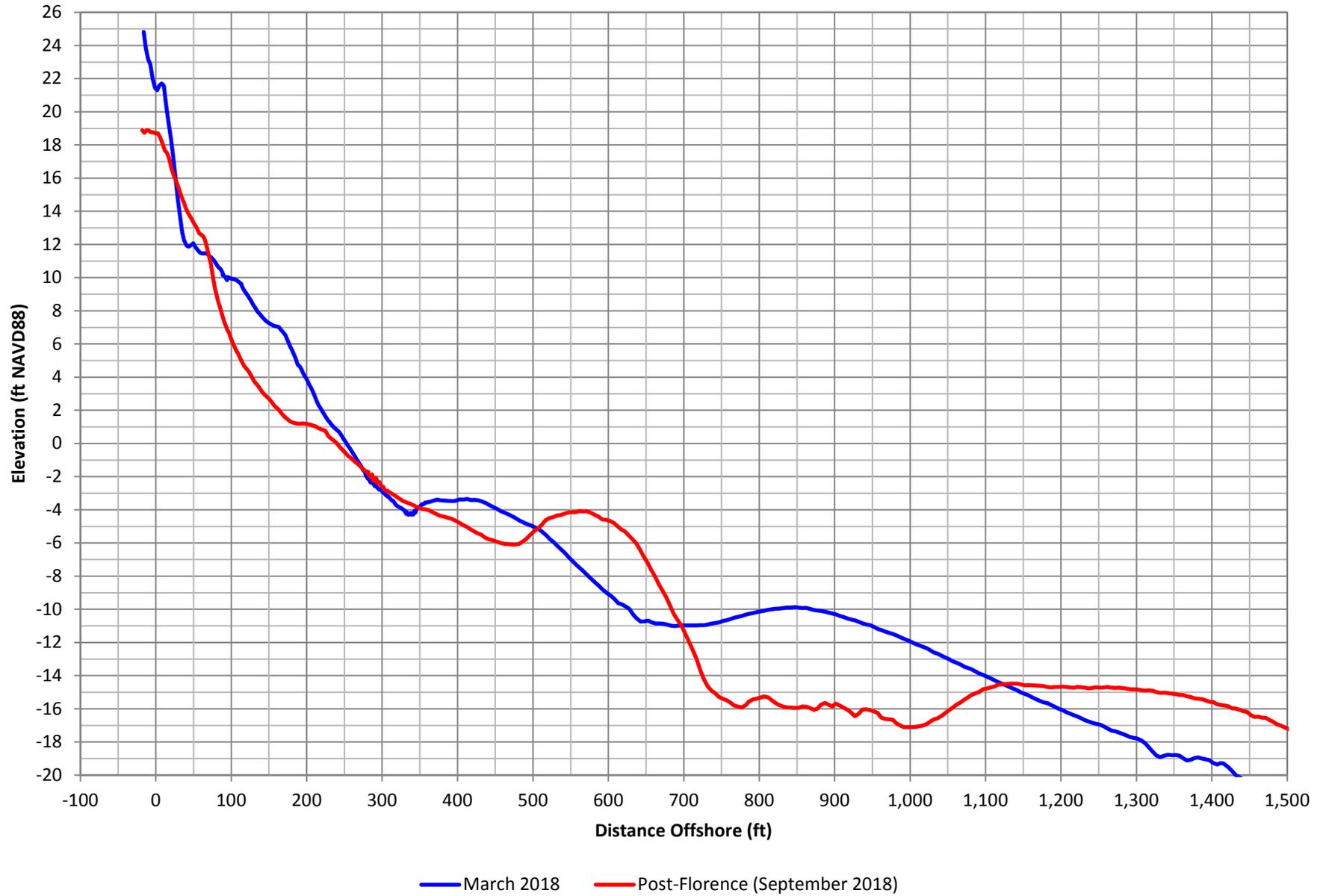
Bogue Banks Transect 26



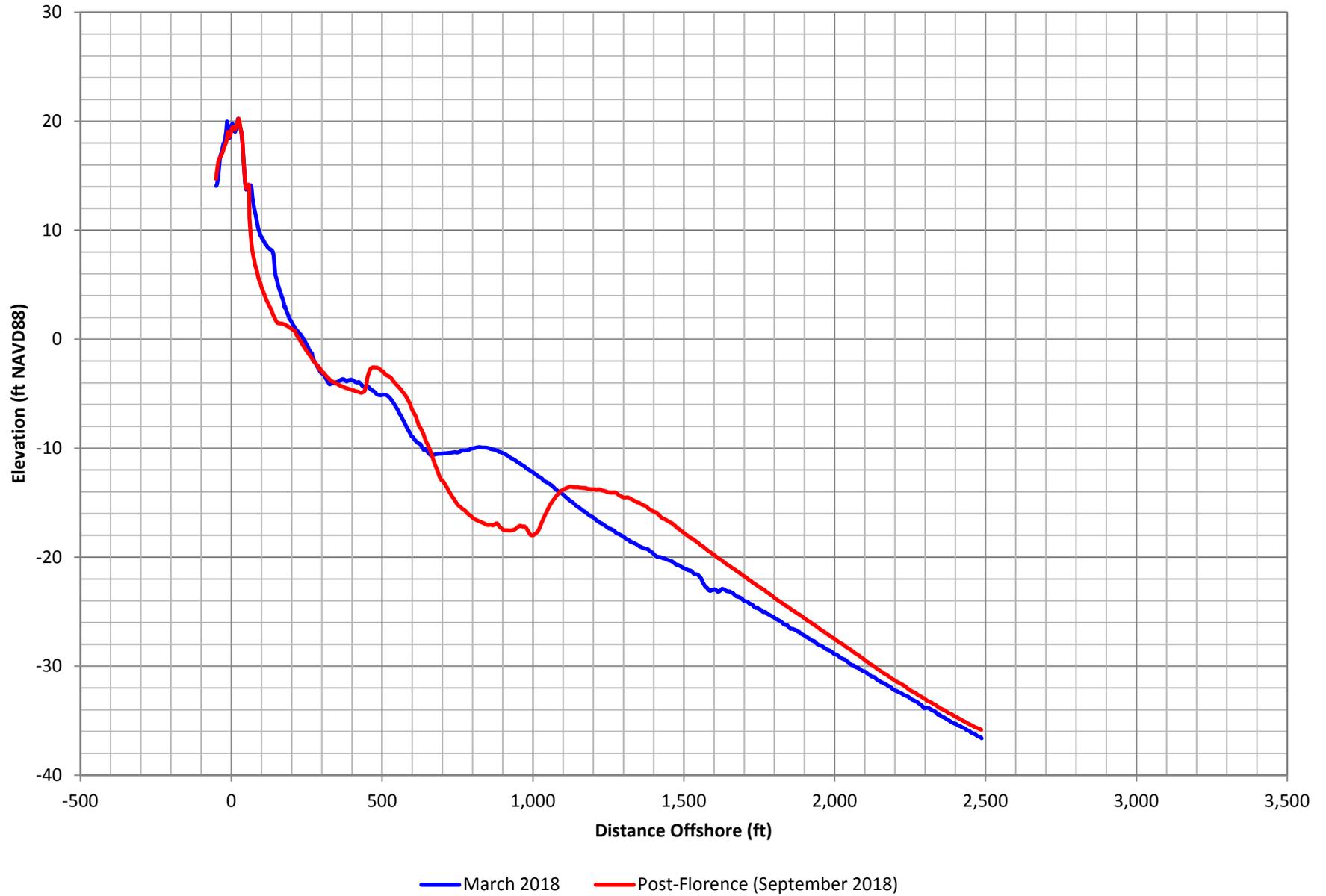
Bogue Banks Transect 27



Bogue Banks Transect 27



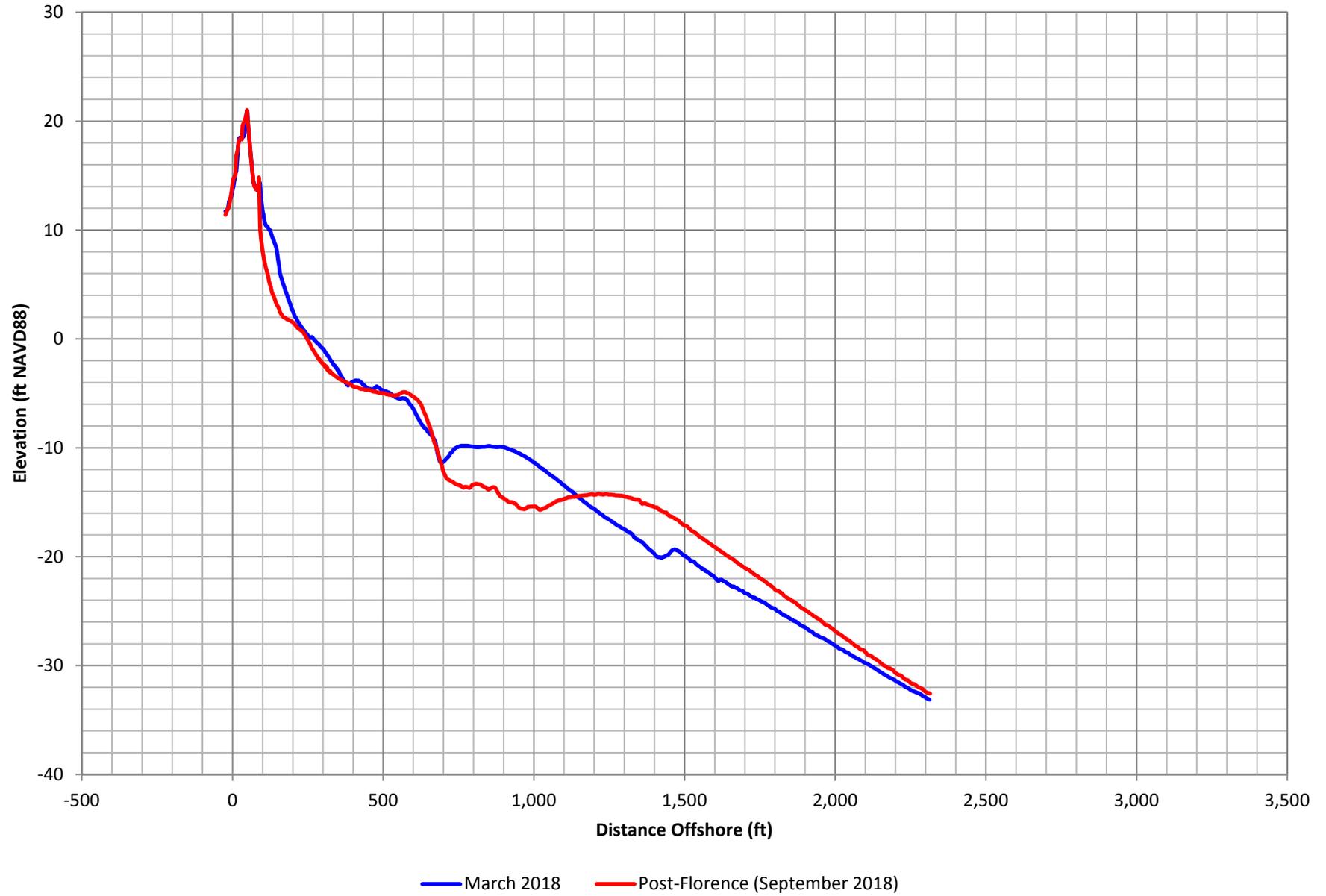
Bogue Banks Transect 28



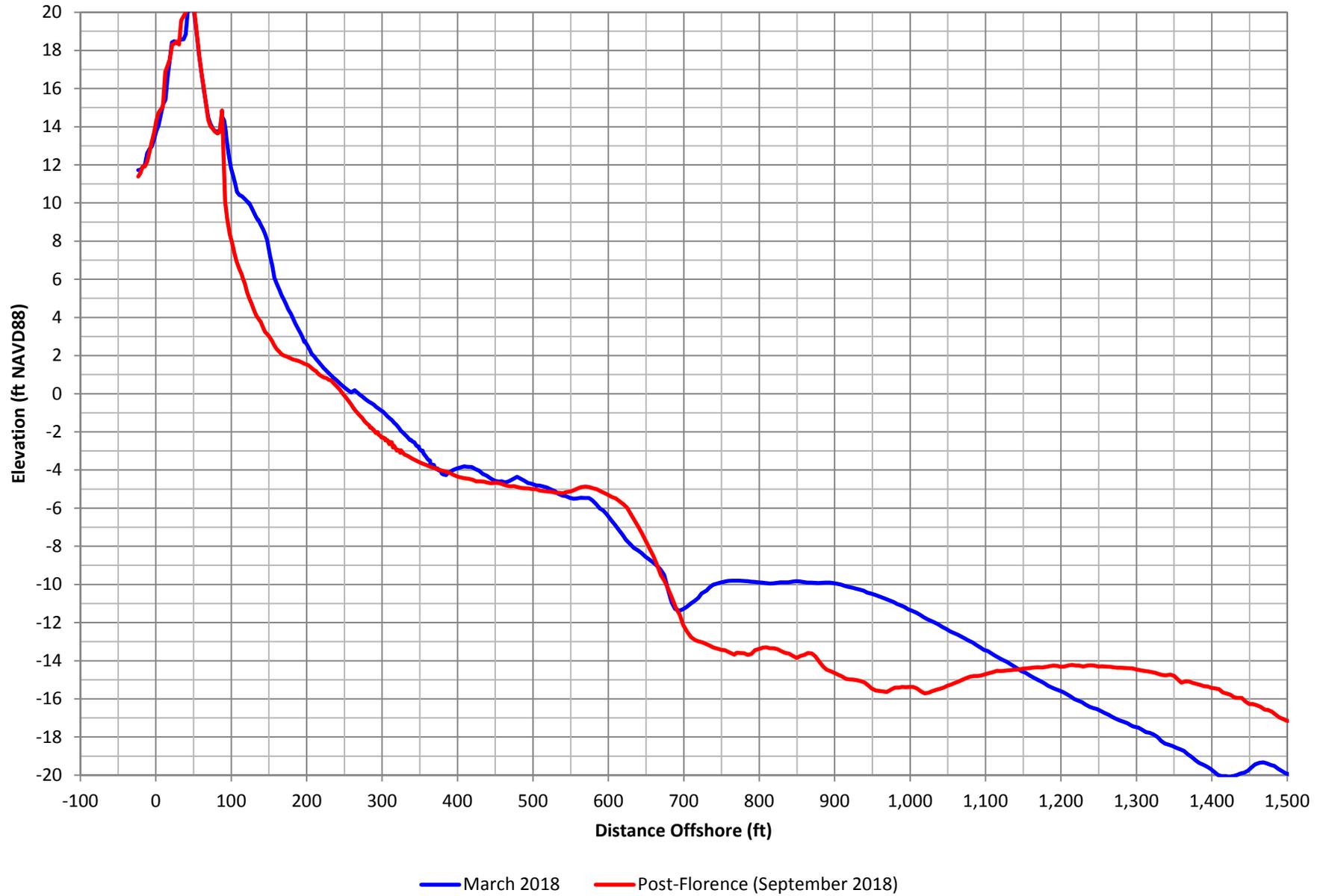
Bogue Banks Transect 28



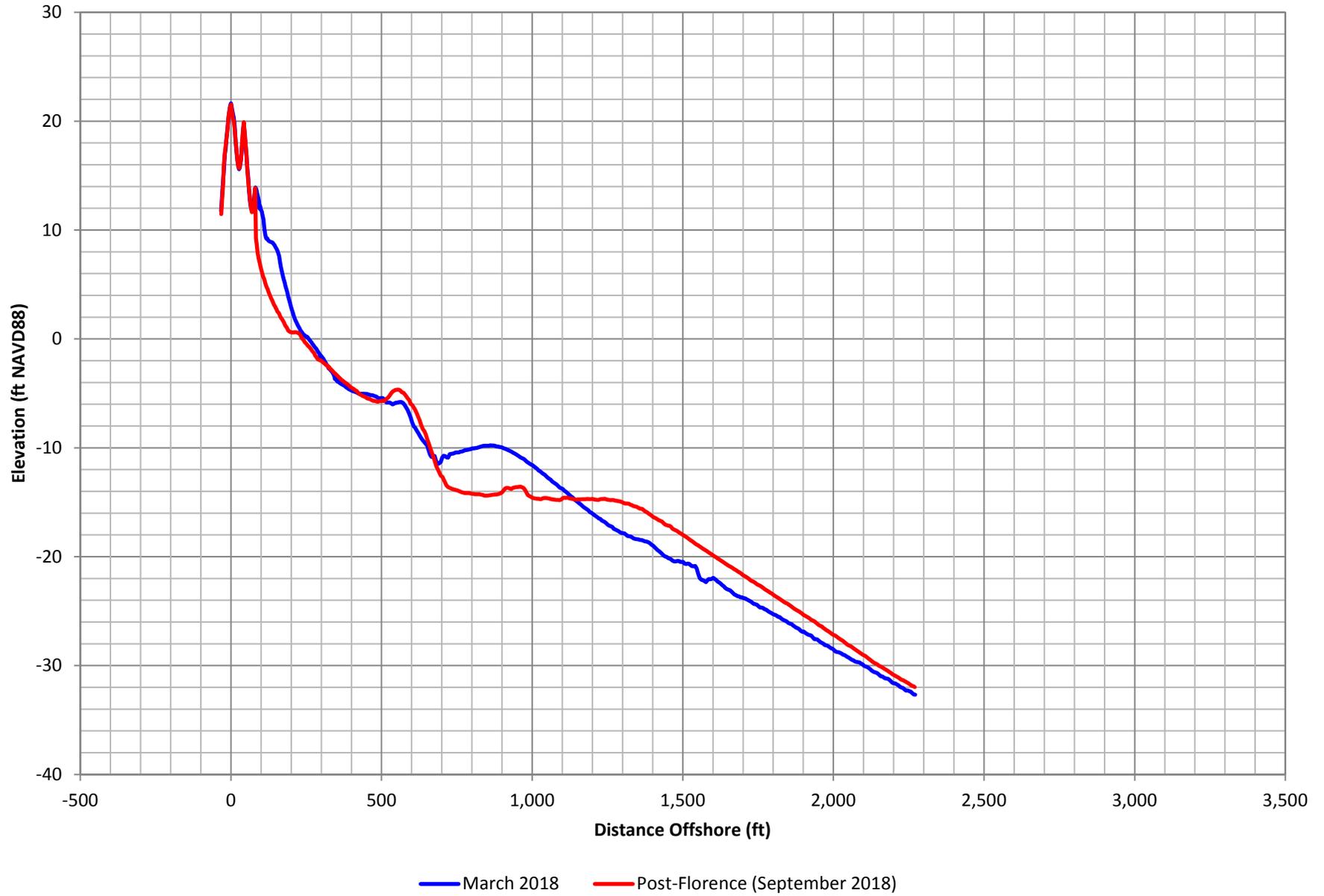
Bogue Banks Transect 29



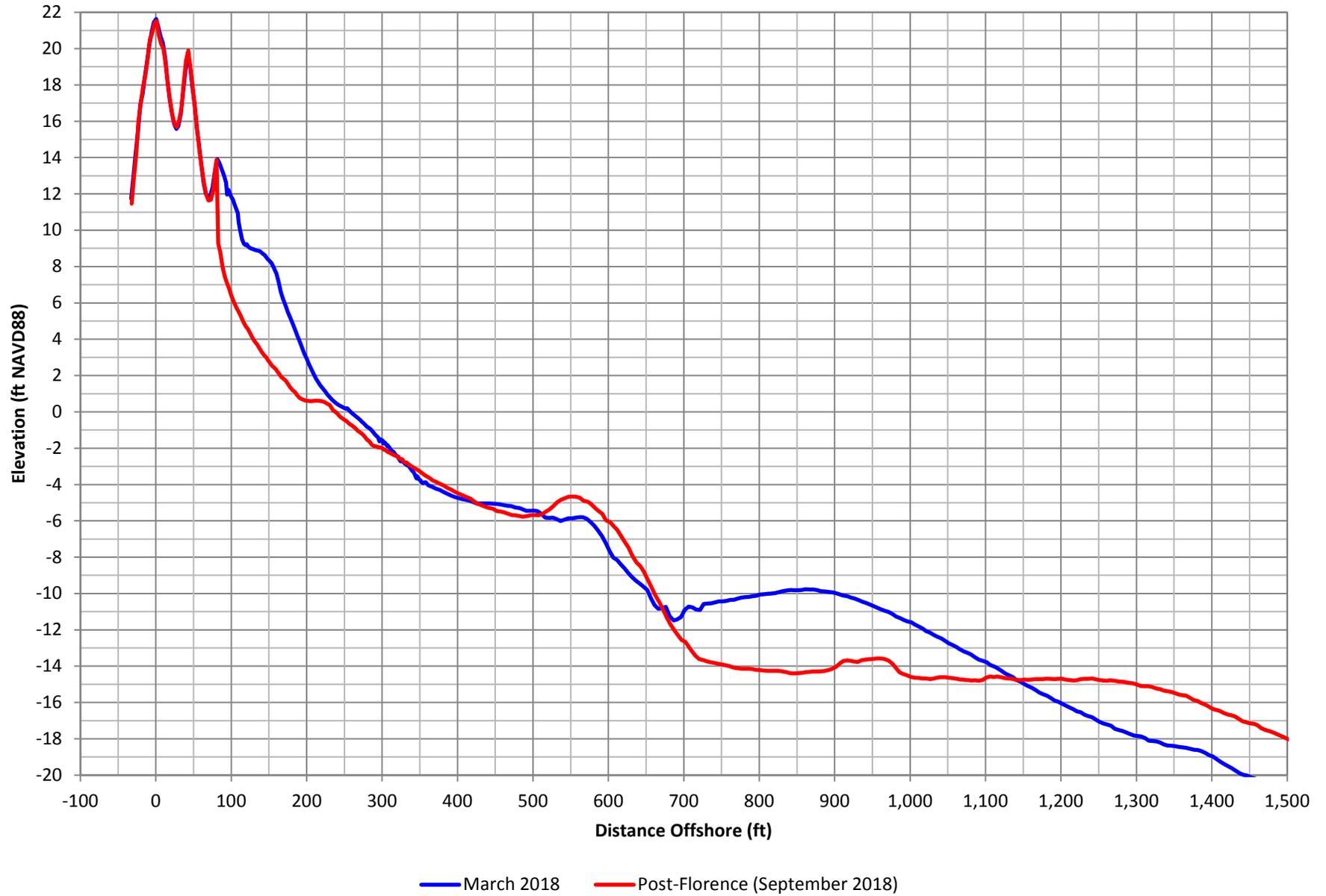
Bogue Banks Transect 29



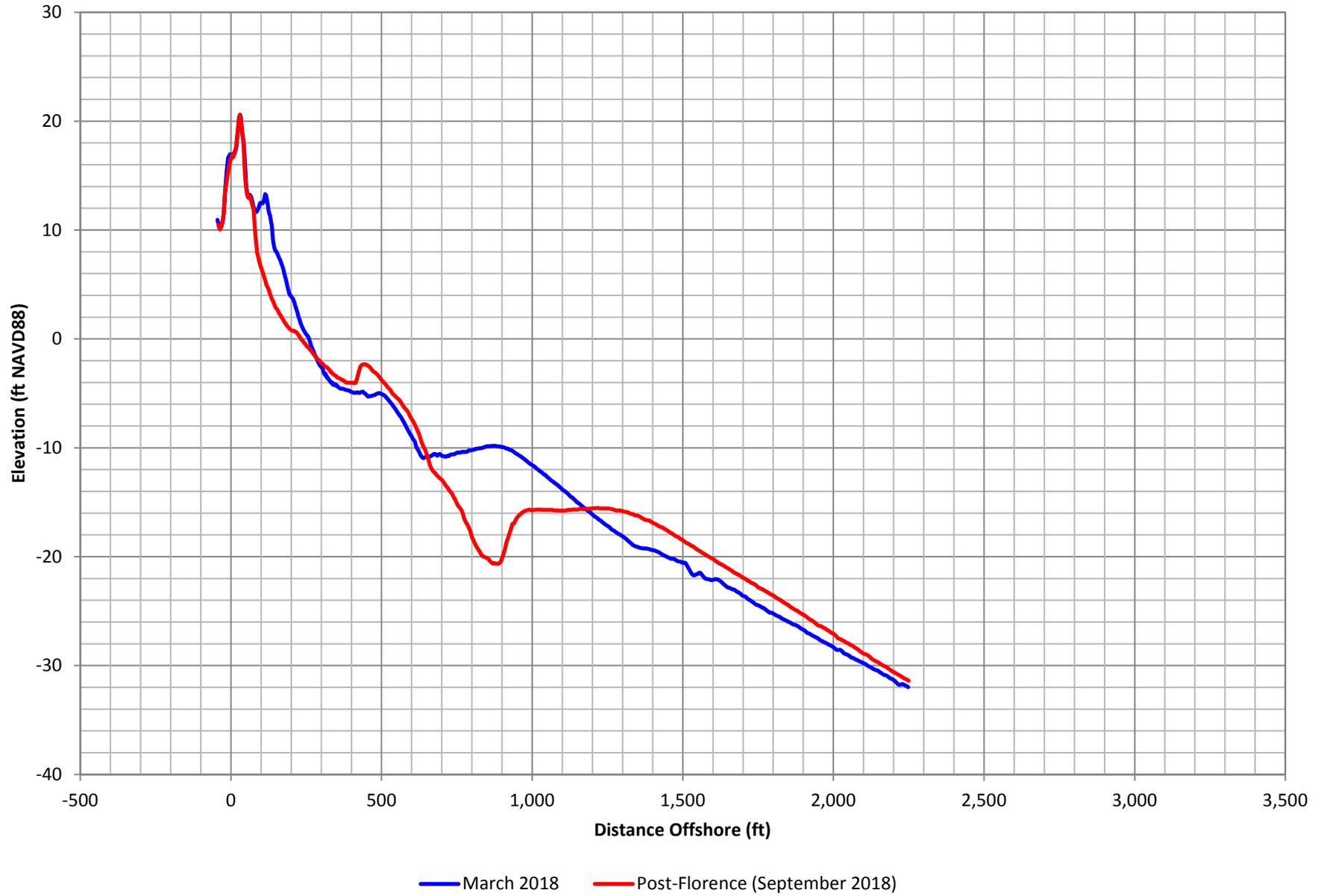
Bogue Banks Transect 30



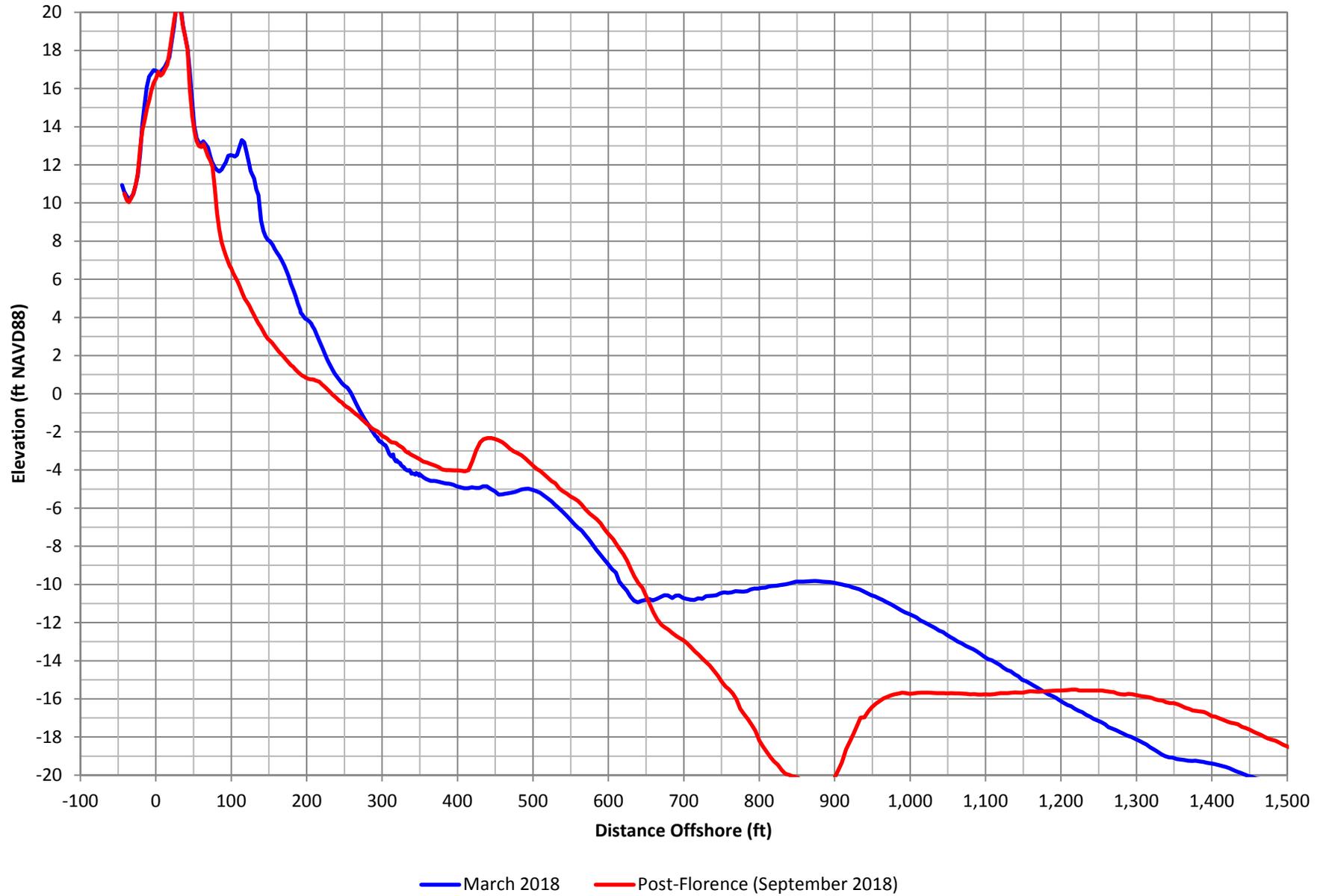
Bogue Banks Transect 30



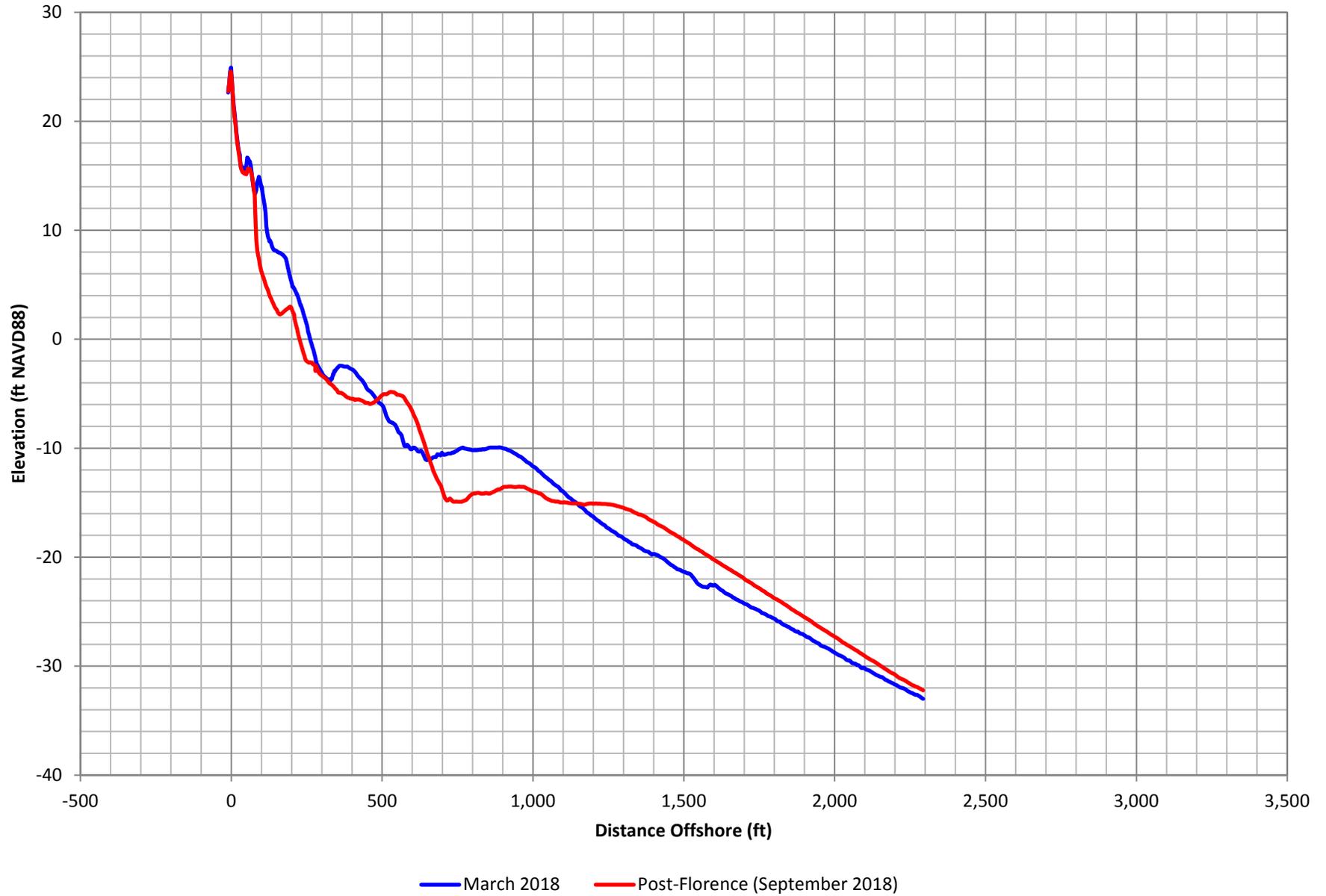
Bogue Banks Transect 31



Bogue Banks Transect 31



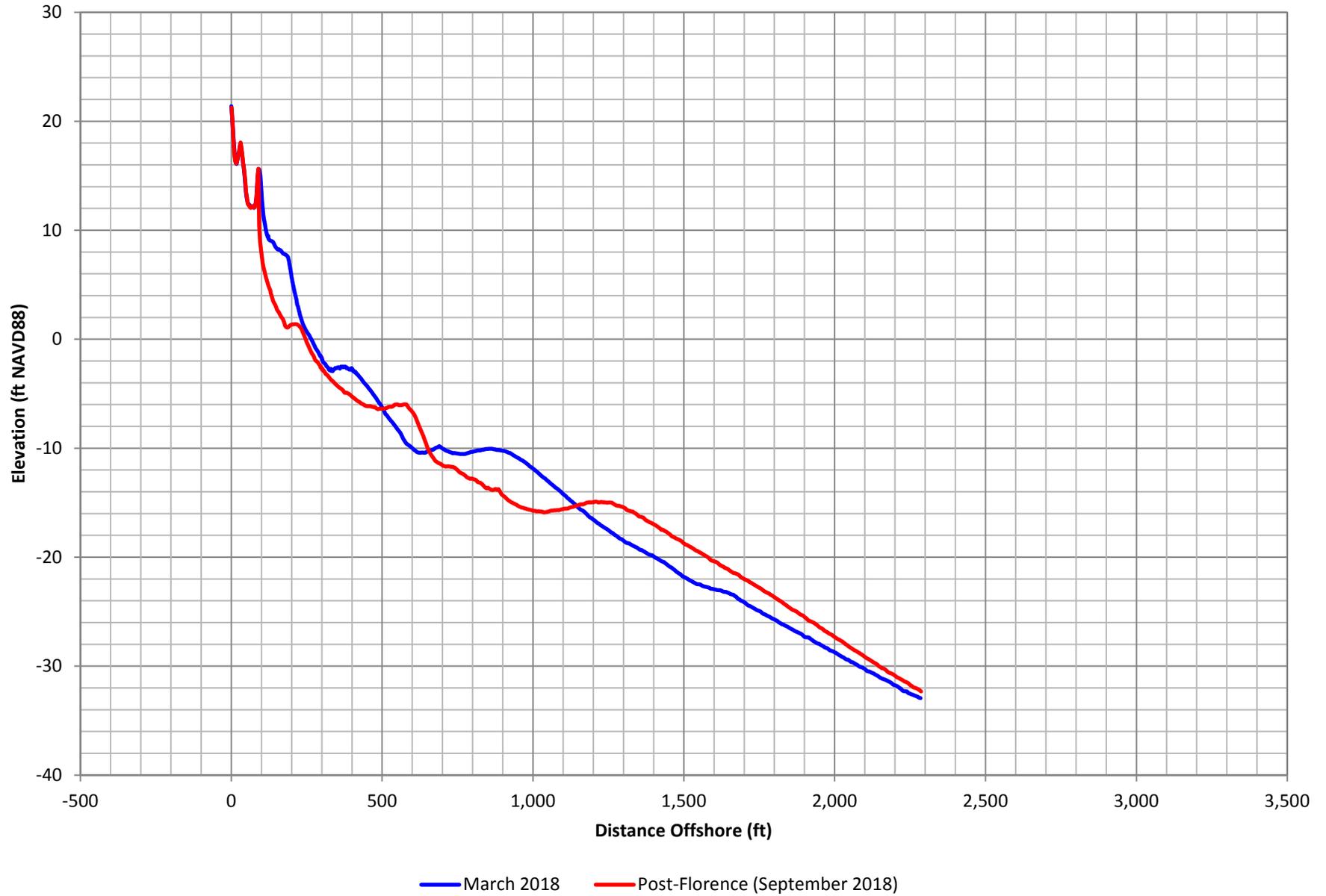
Bogue Banks Transect 32



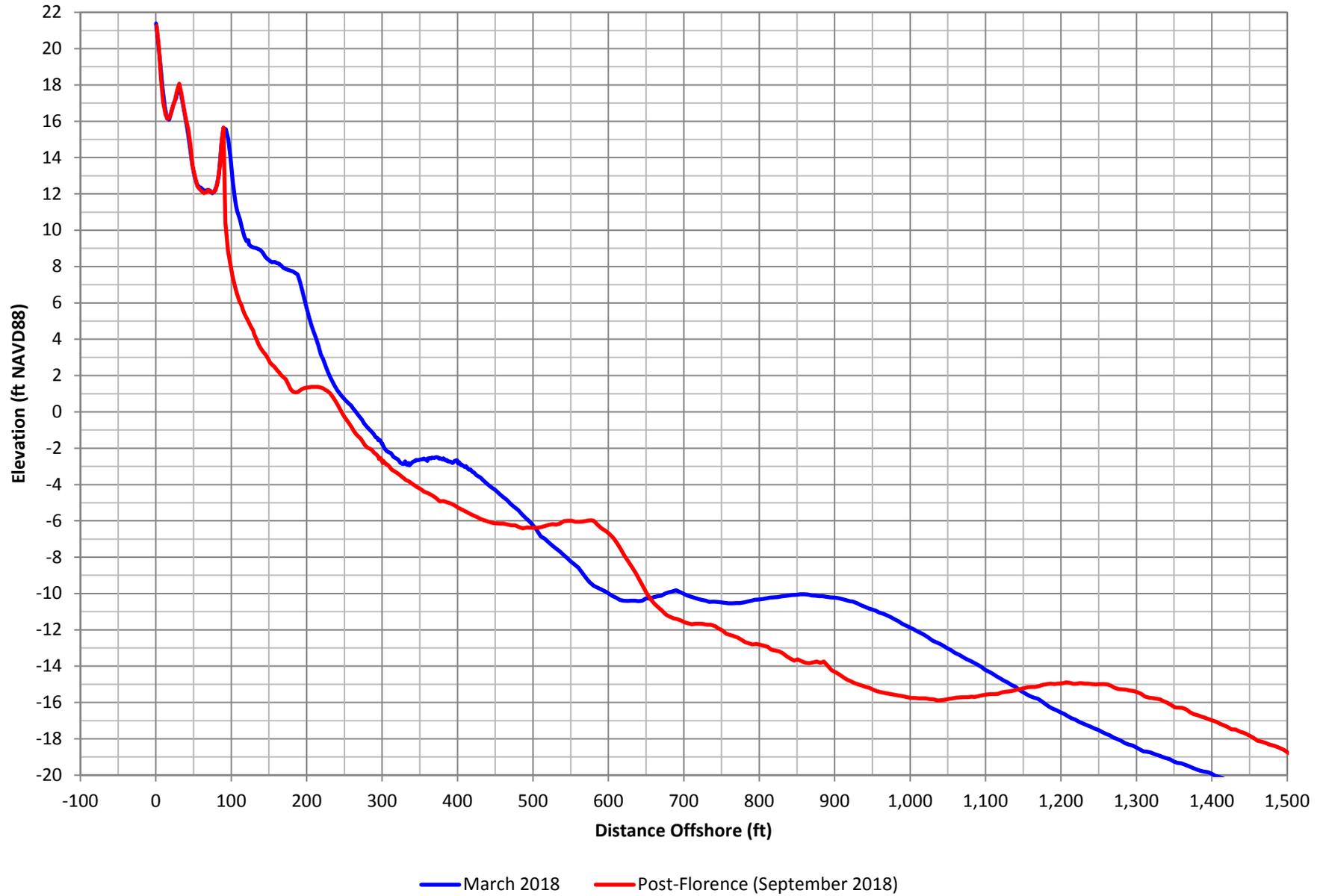
Bogue Banks Transect 32



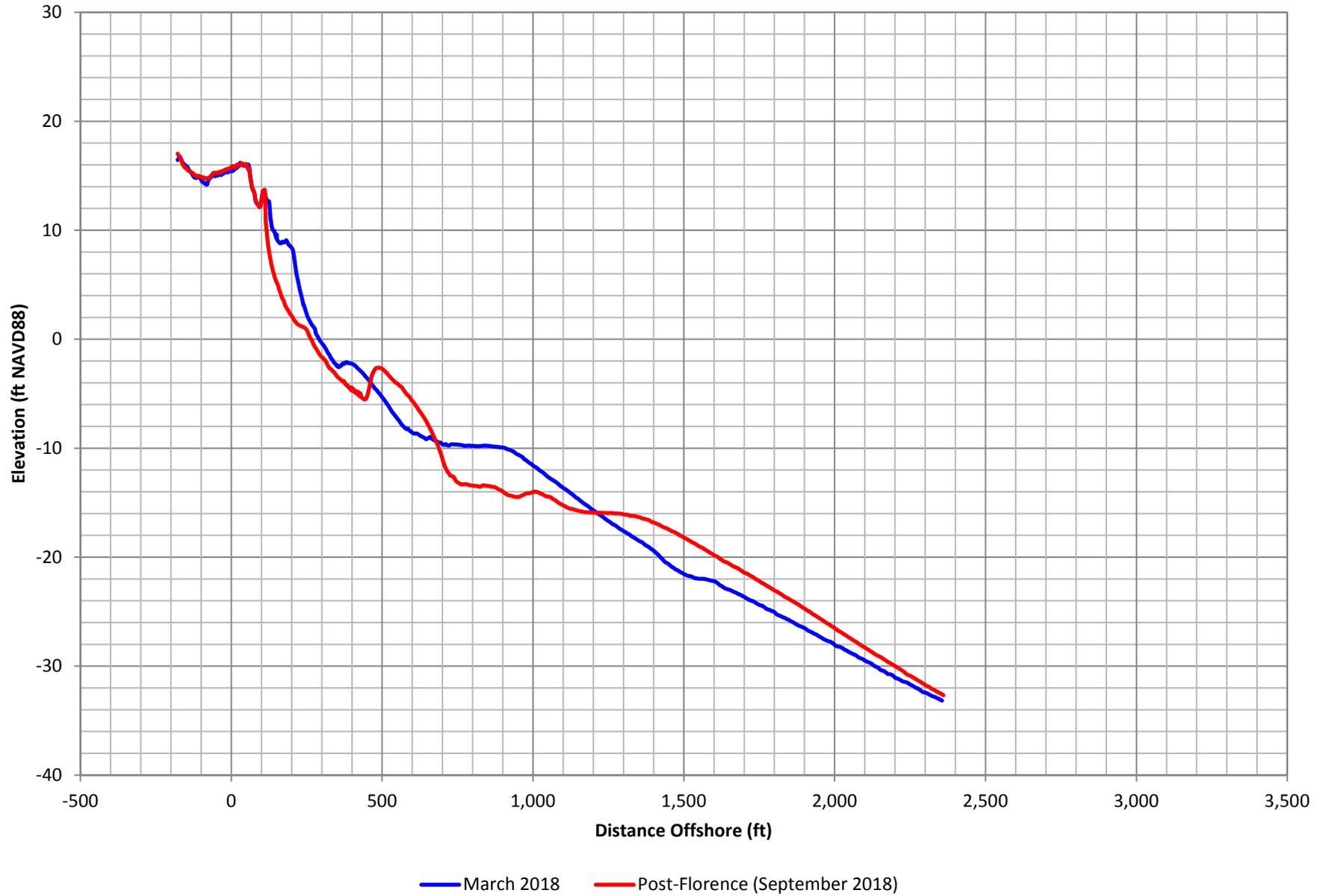
Bogue Banks Transect 33



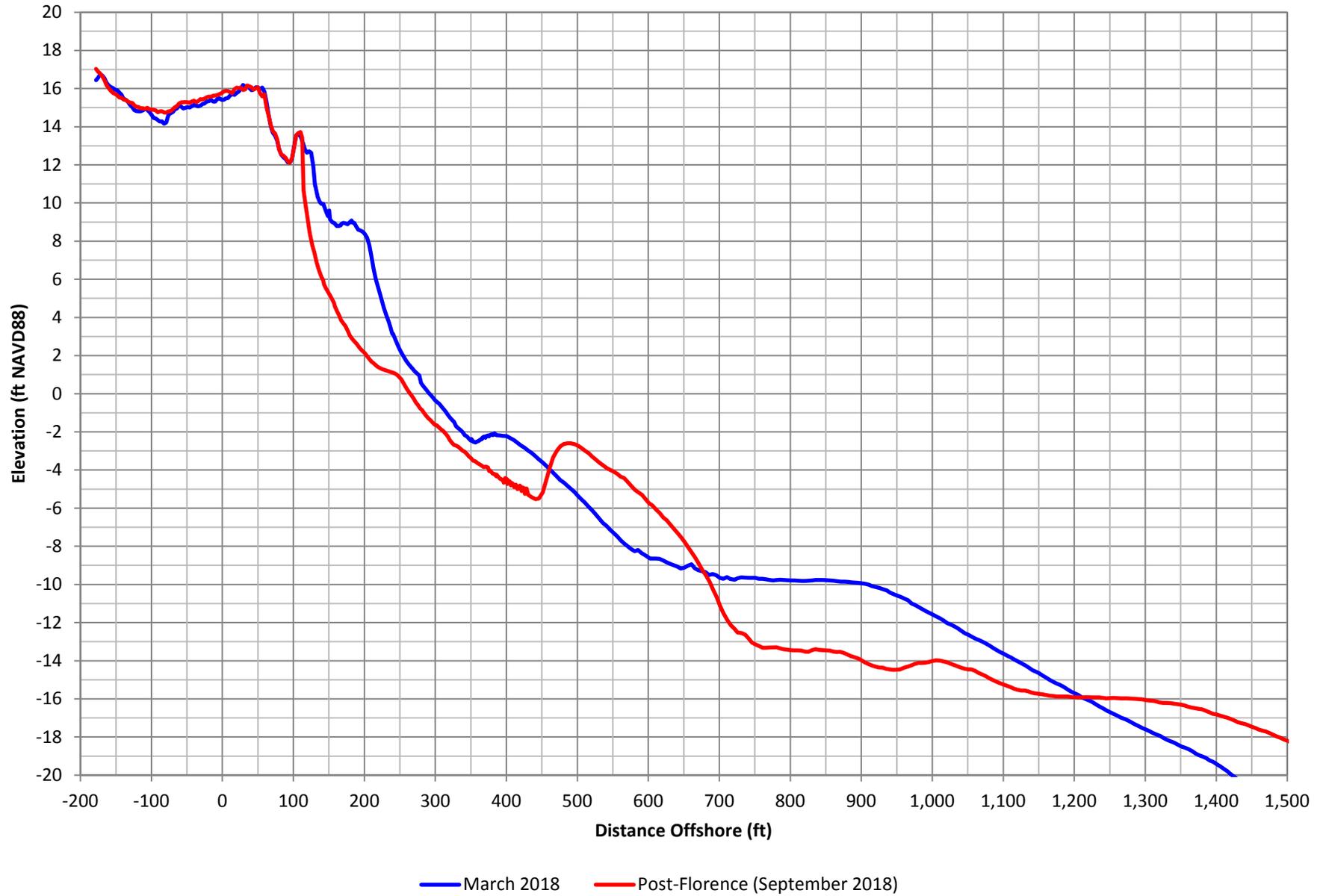
Bogue Banks Transect 33



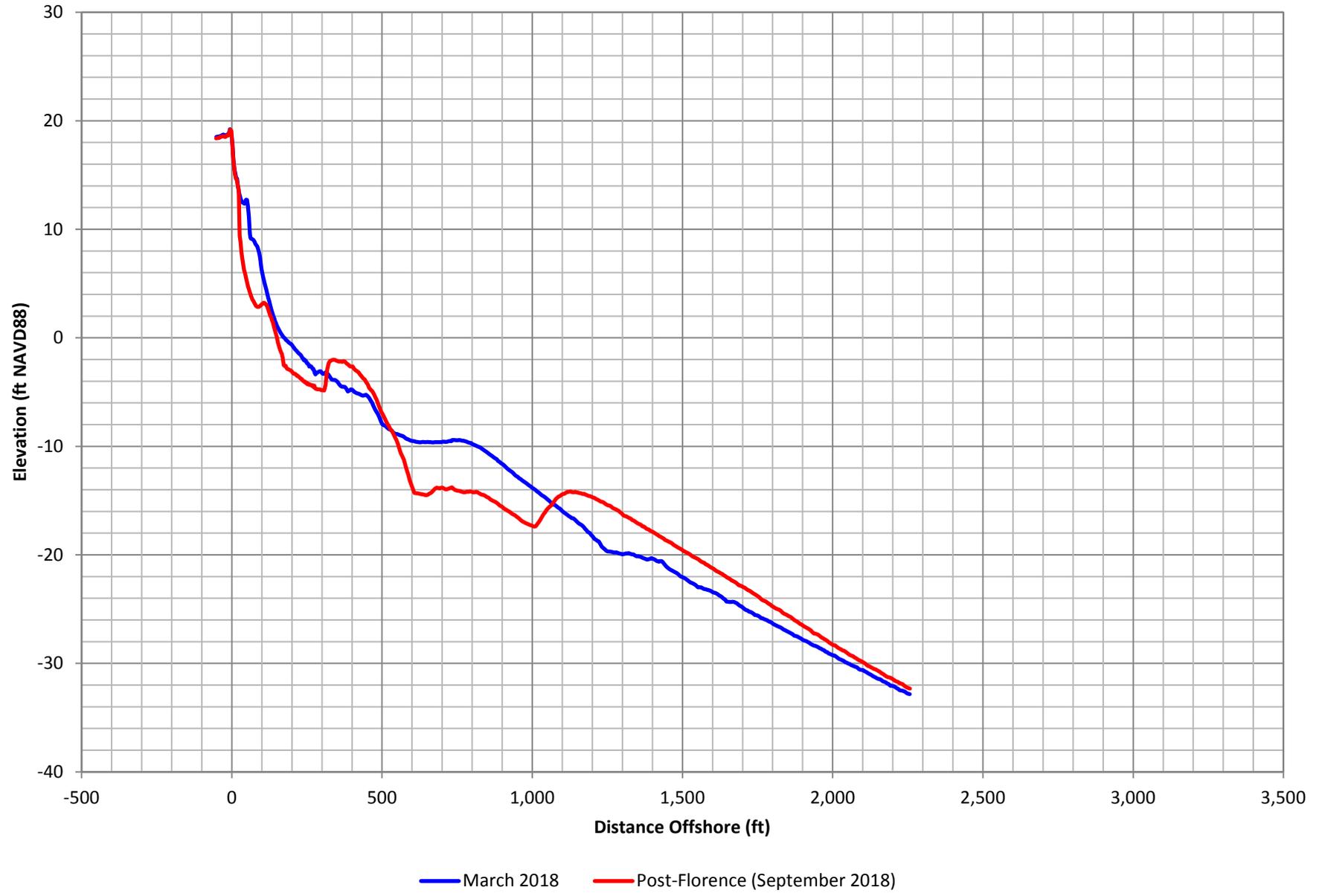
Bogue Banks Transect 34



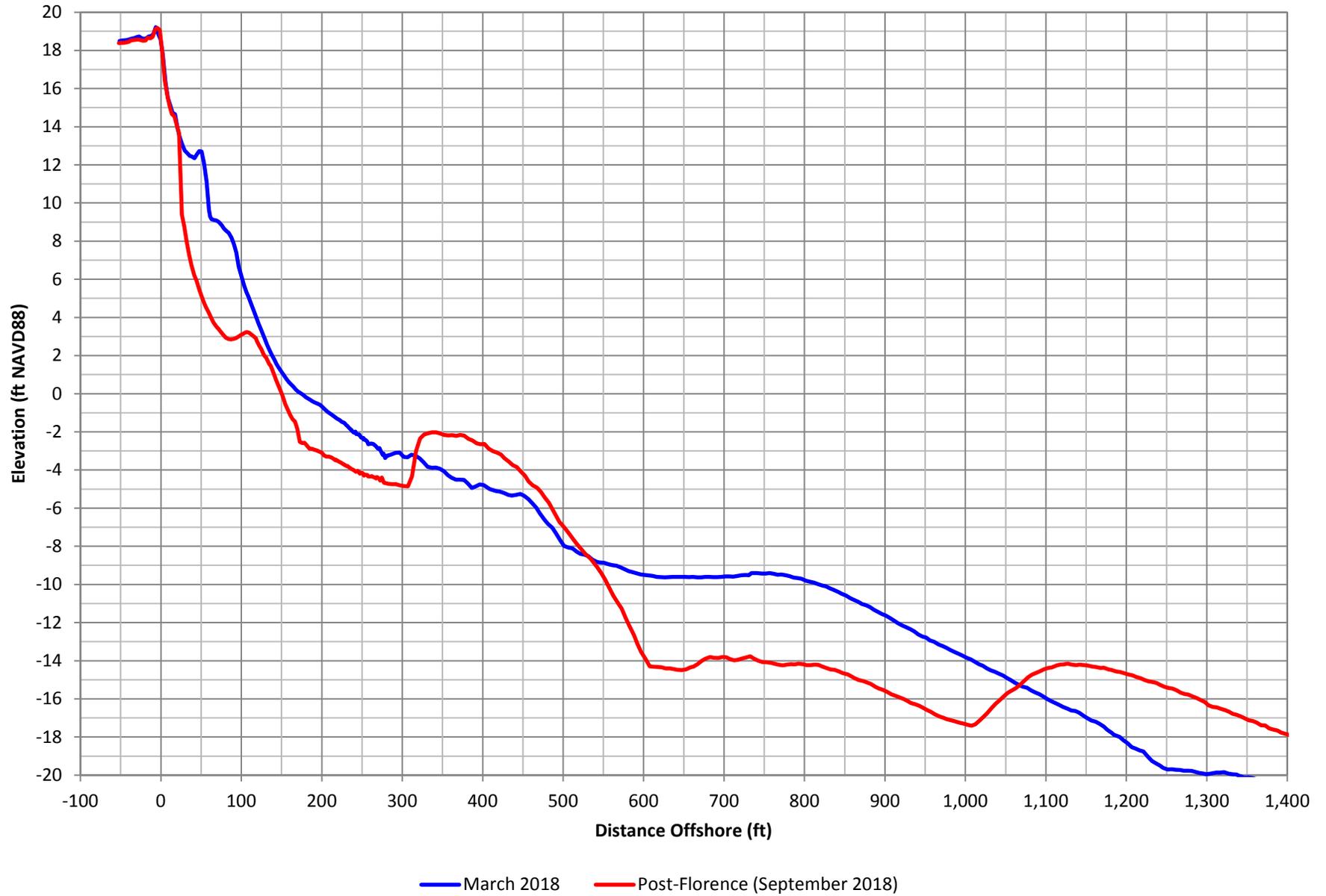
Bogue Banks Transect 34



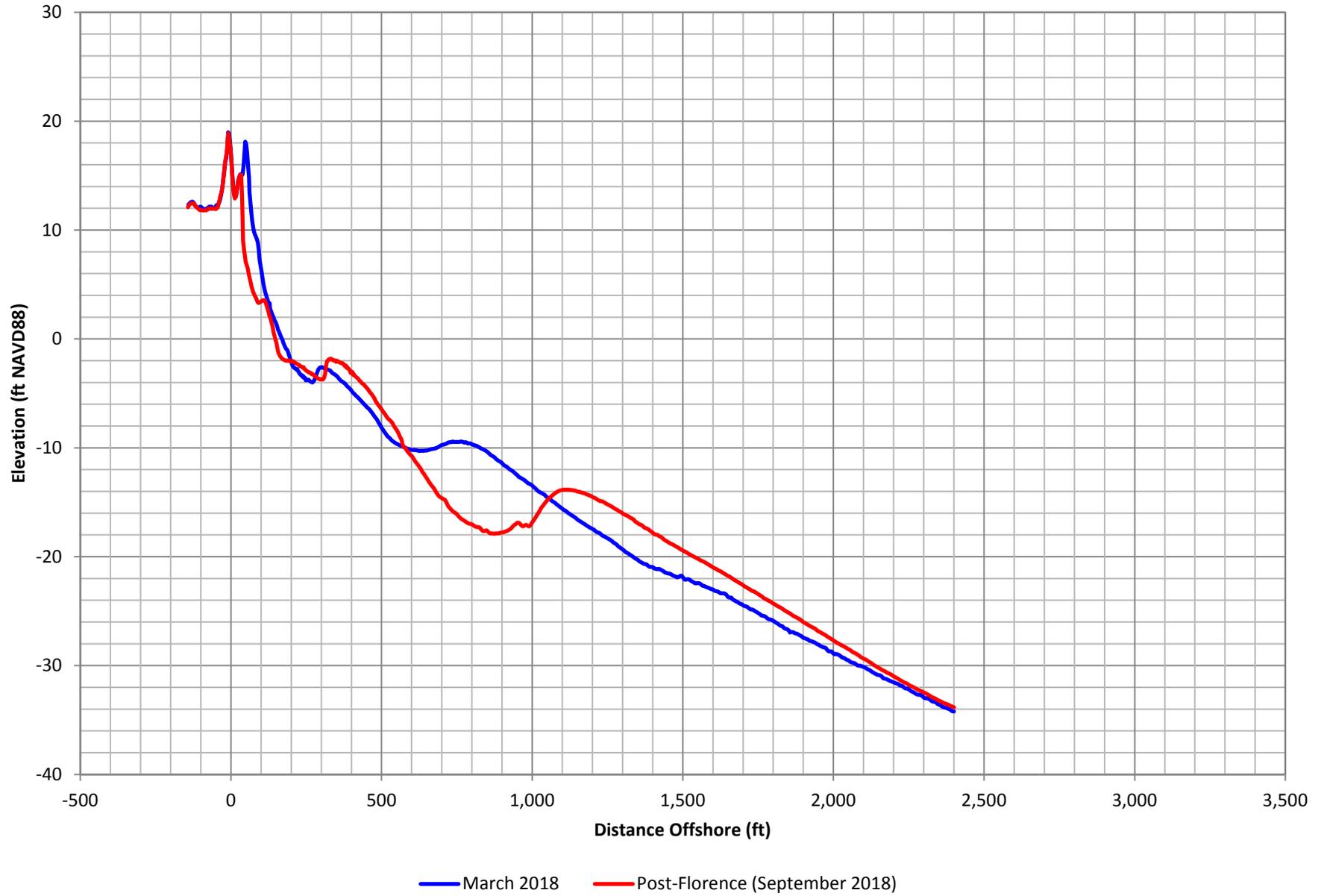
Bogue Banks Transect 35



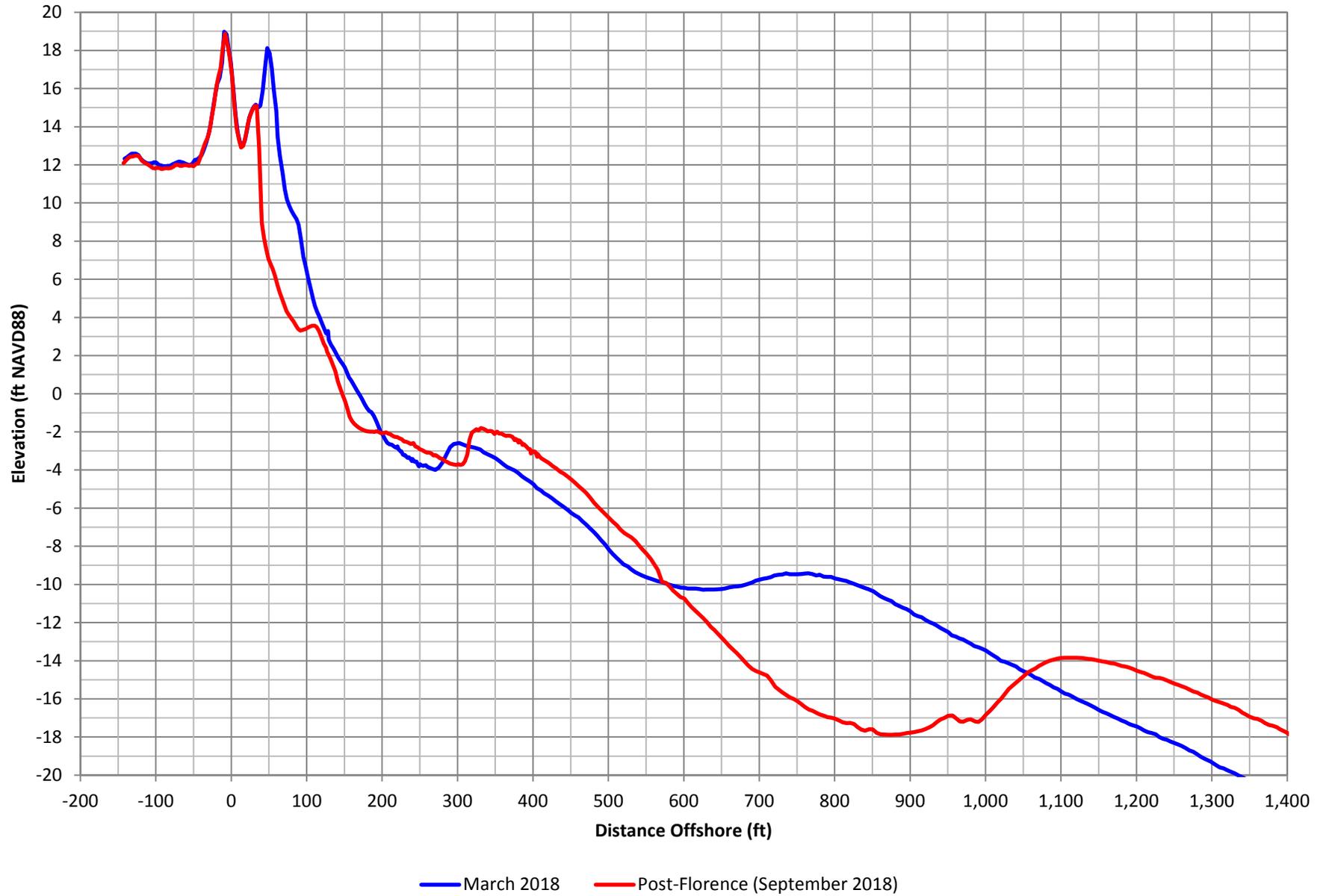
Bogue Banks Transect 35



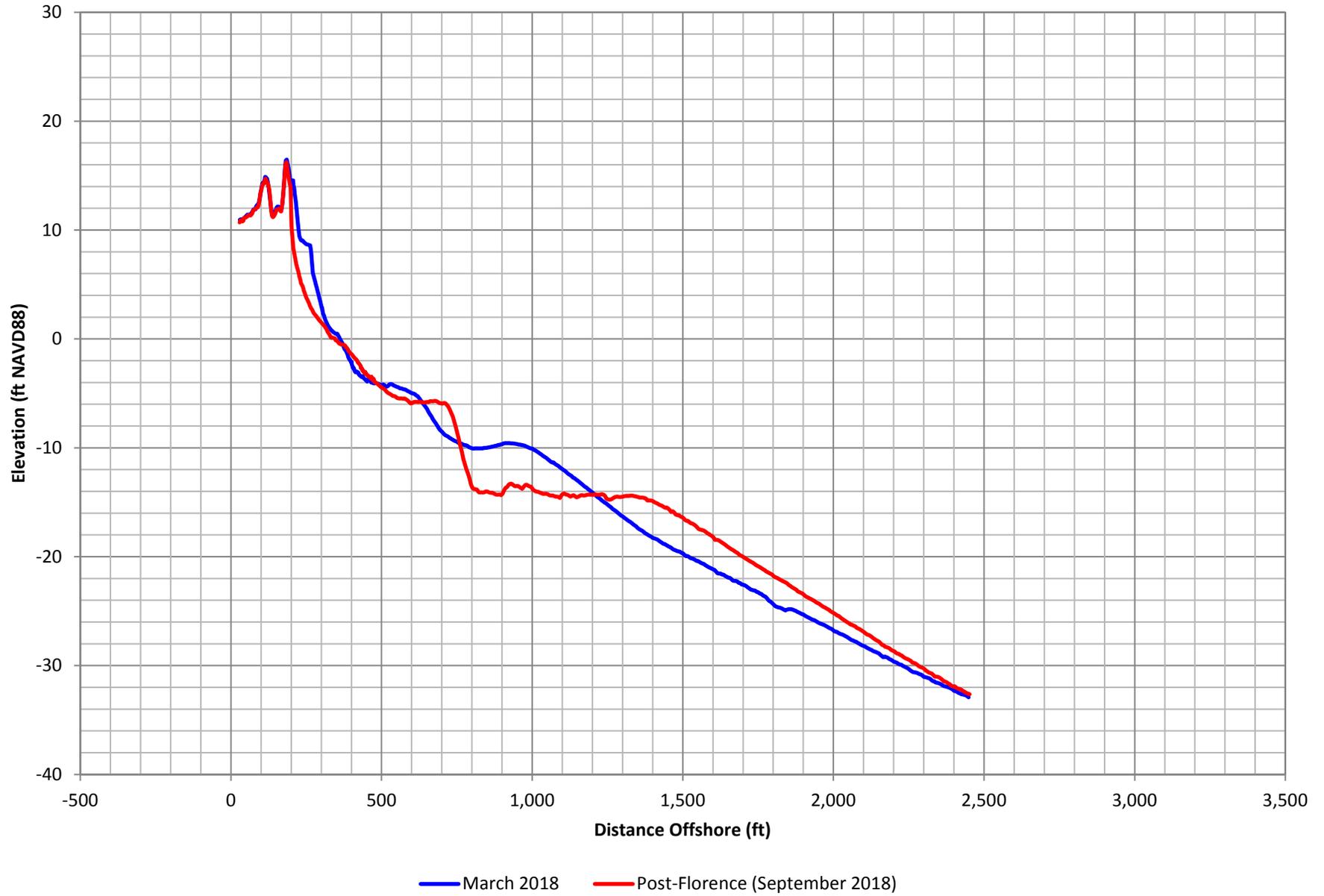
Bogue Banks Transect 36



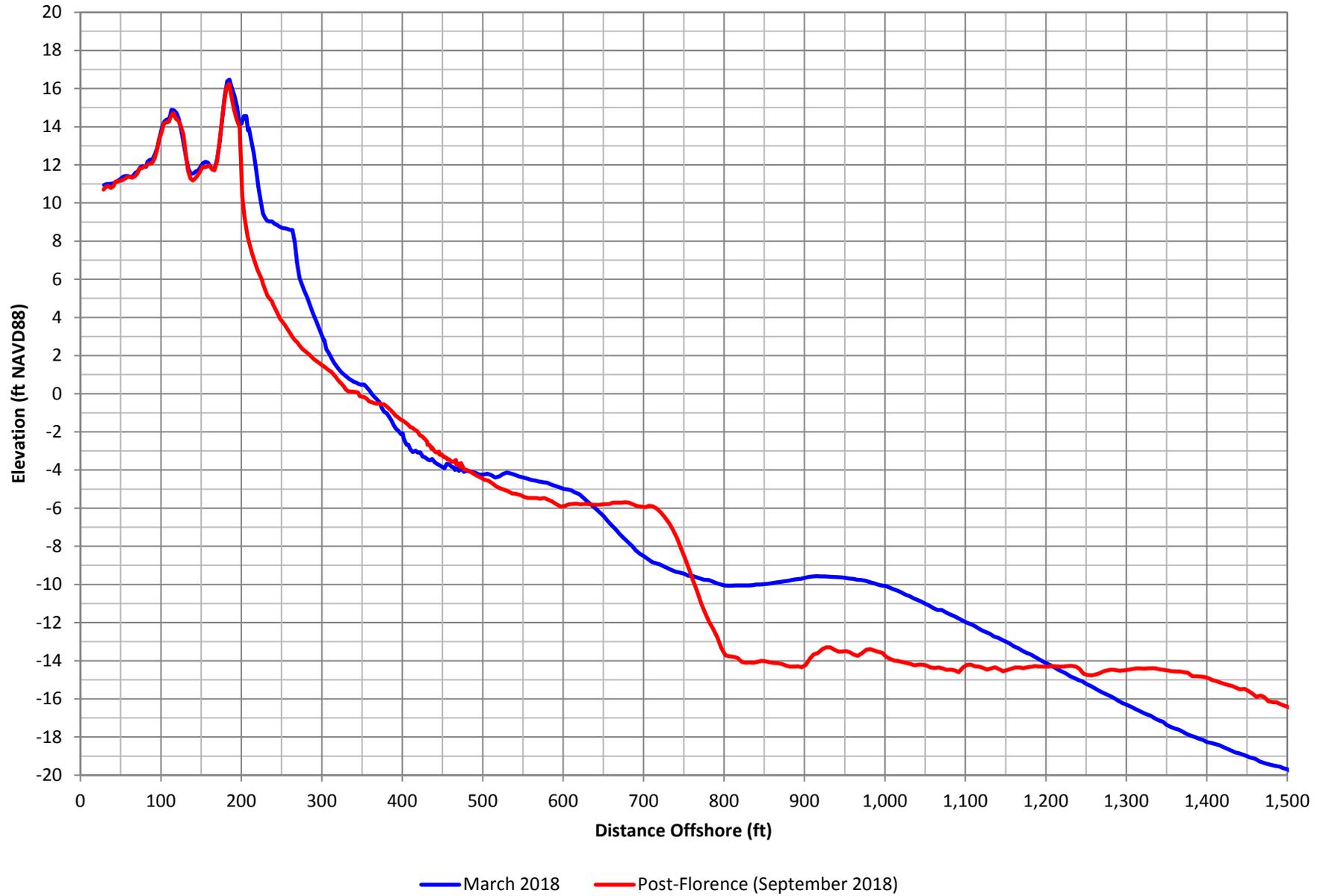
Bogue Banks Transect 36



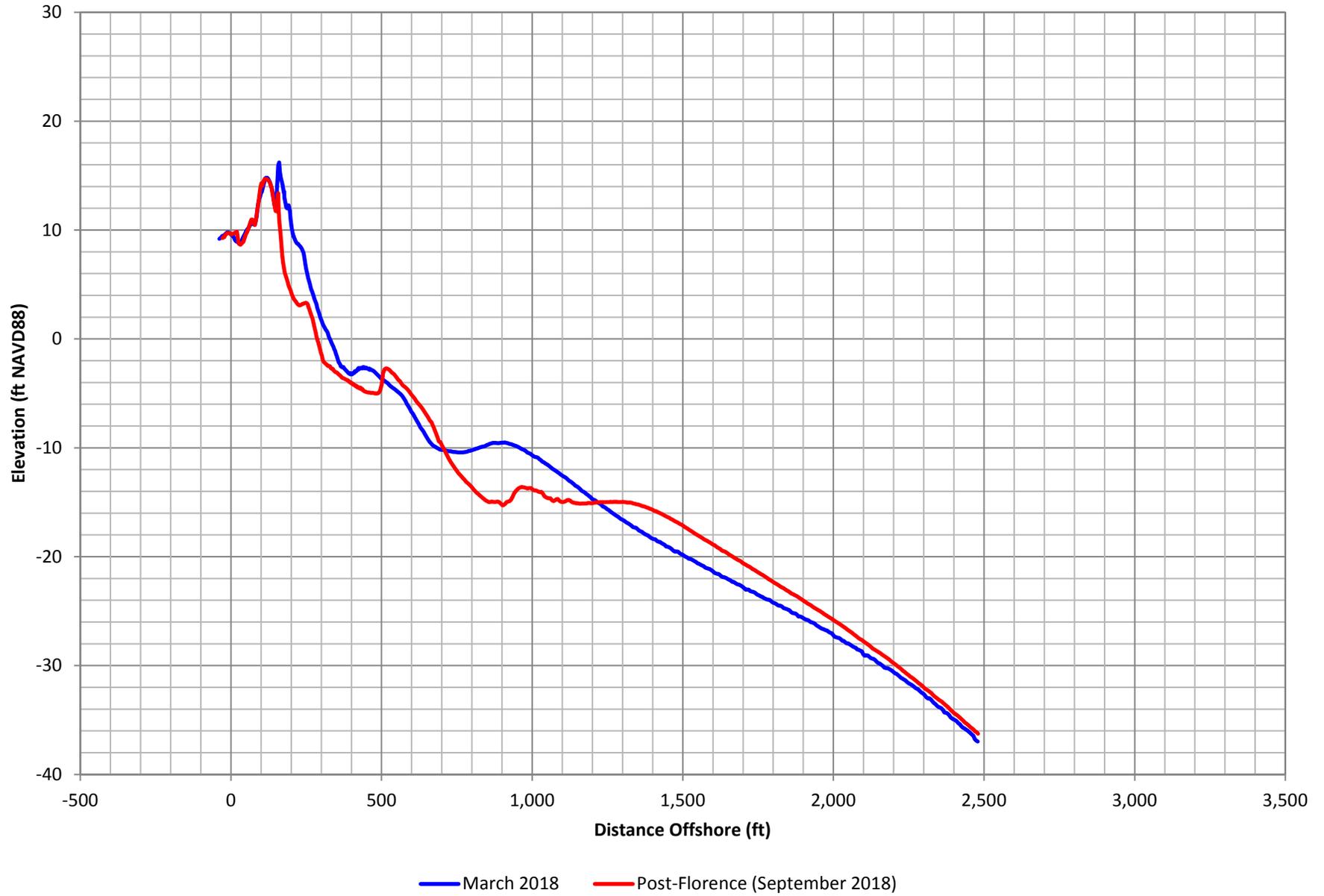
Bogue Banks Transect 37



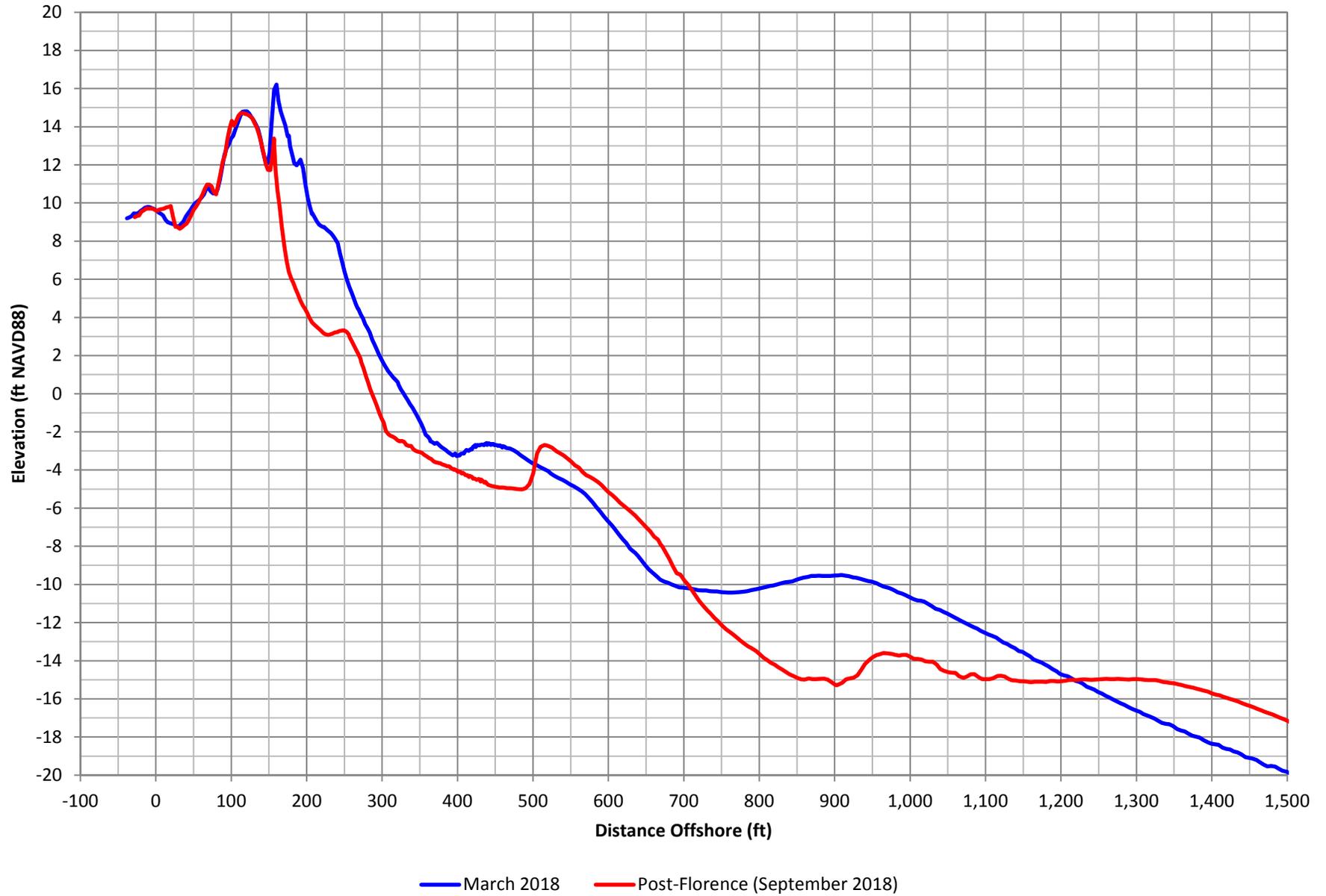
Bogue Banks Transect 37



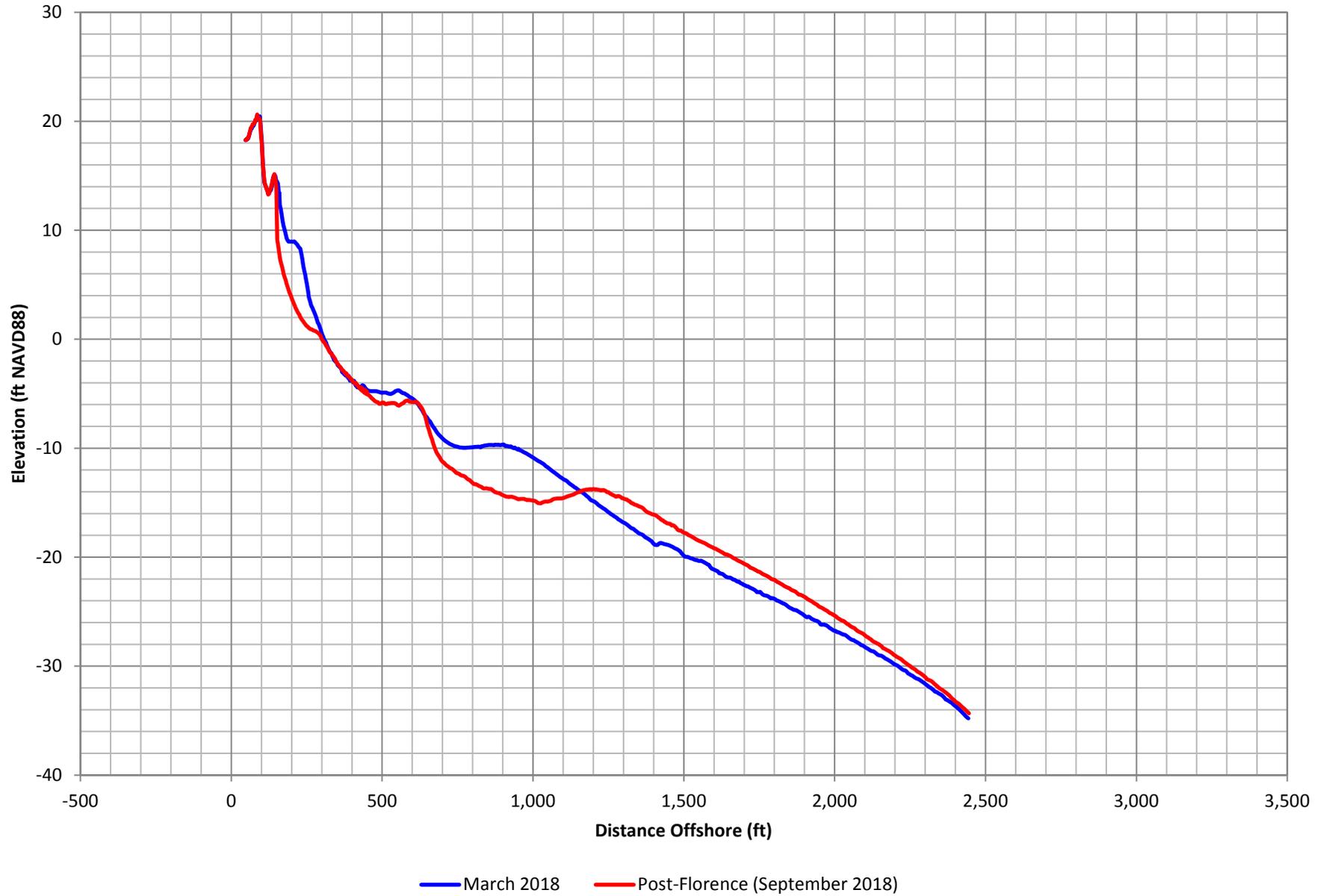
Bogue Banks Transect 38



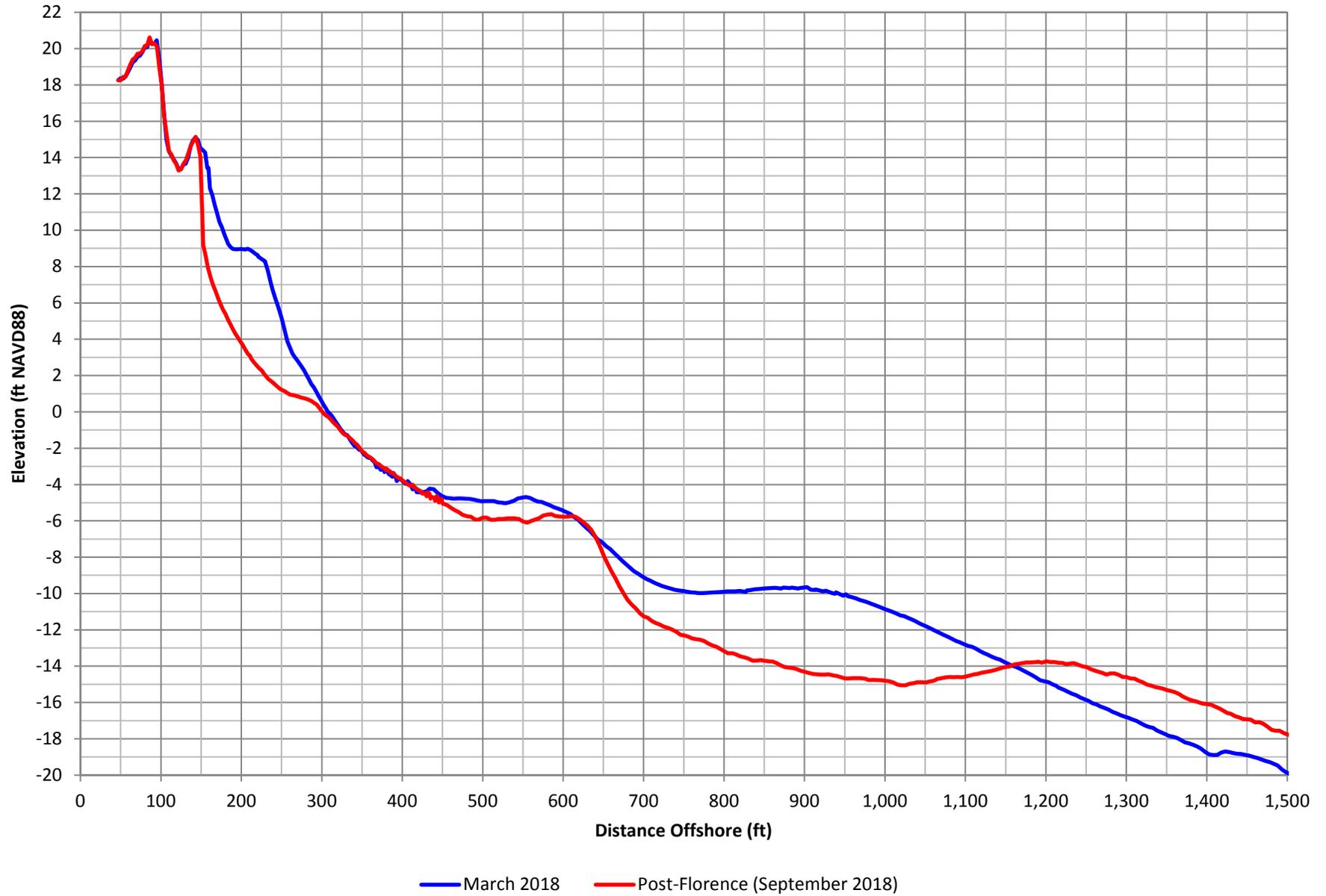
Bogue Banks Transect 38



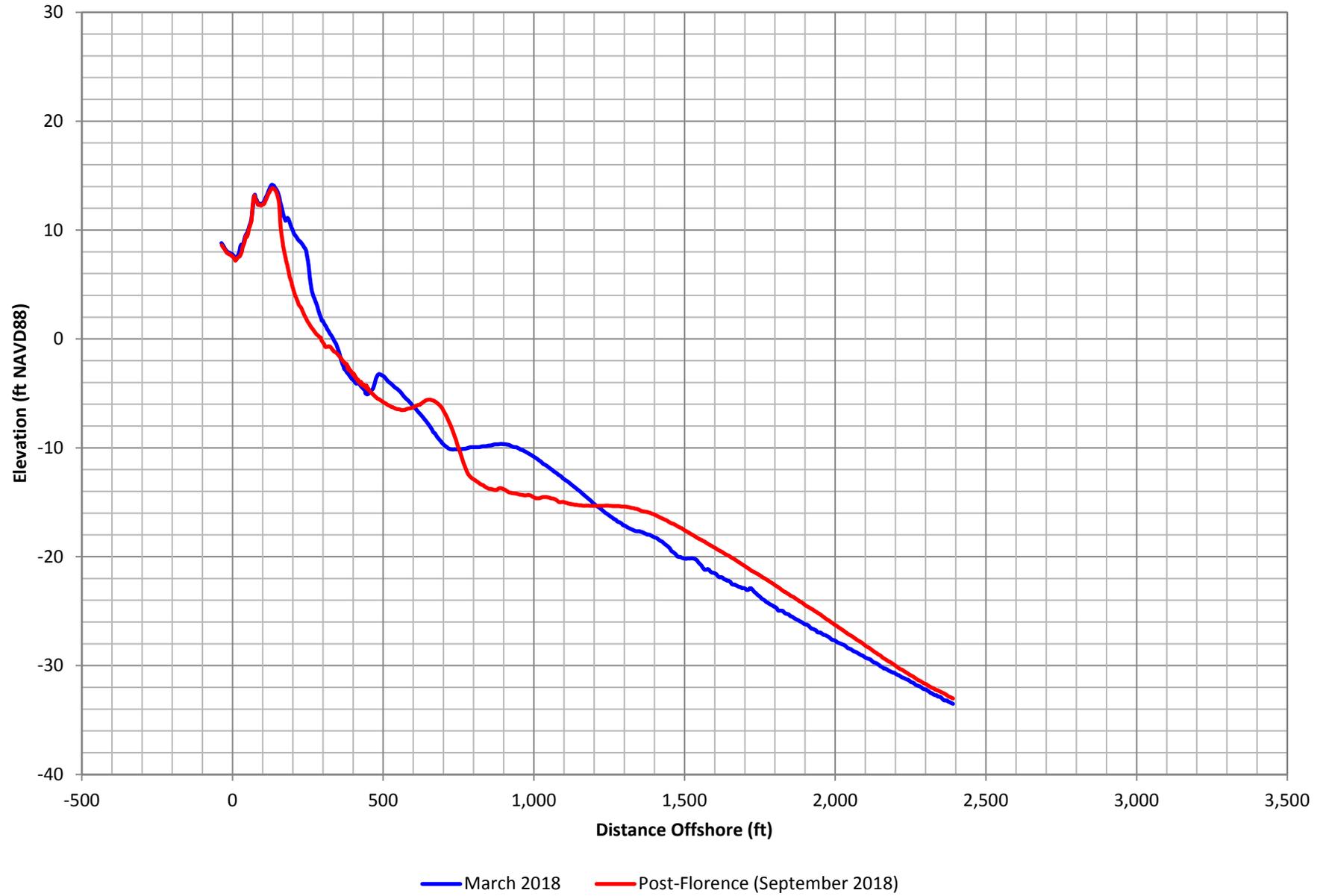
Bogue Banks Transect 39



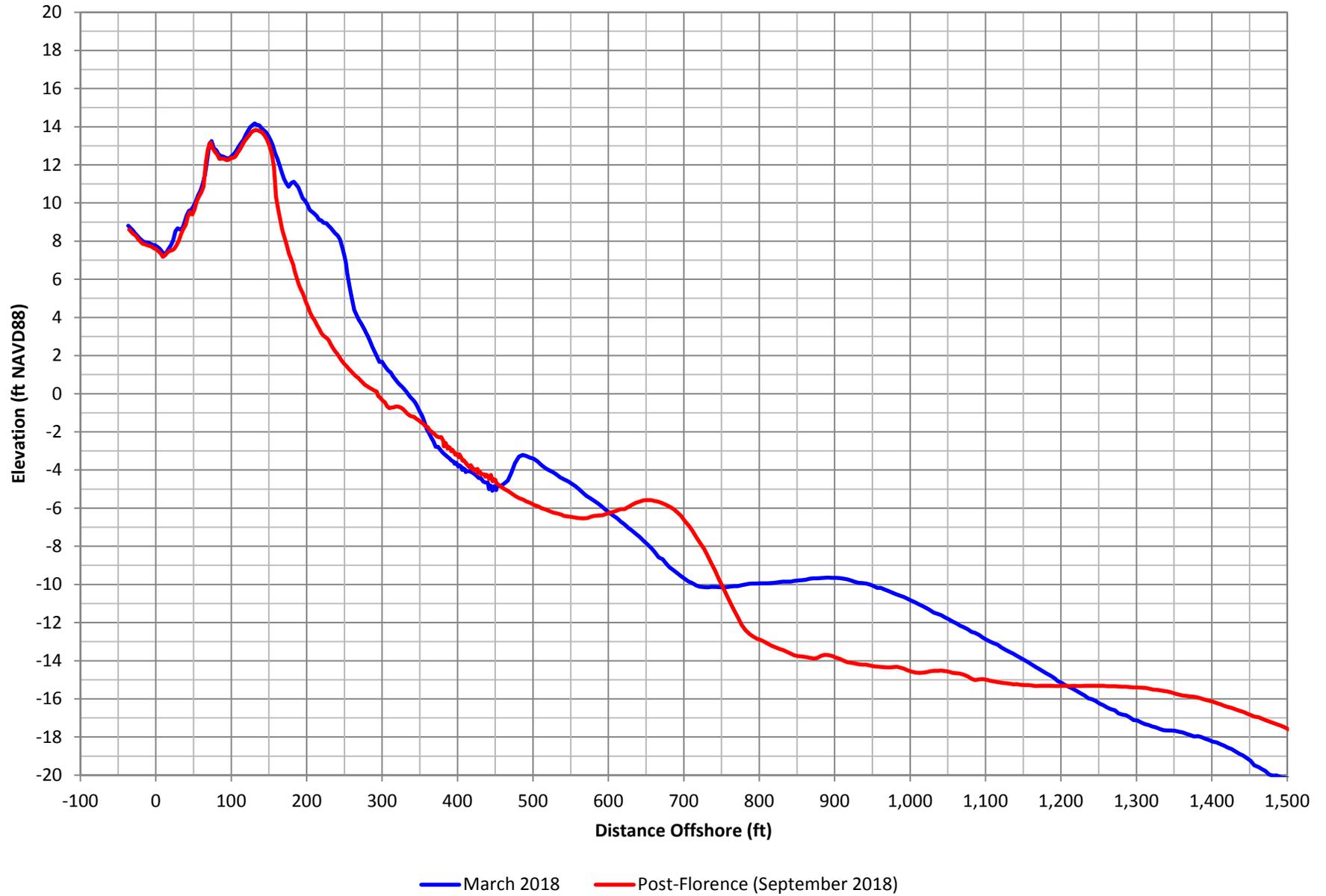
Bogue Banks Transect 39



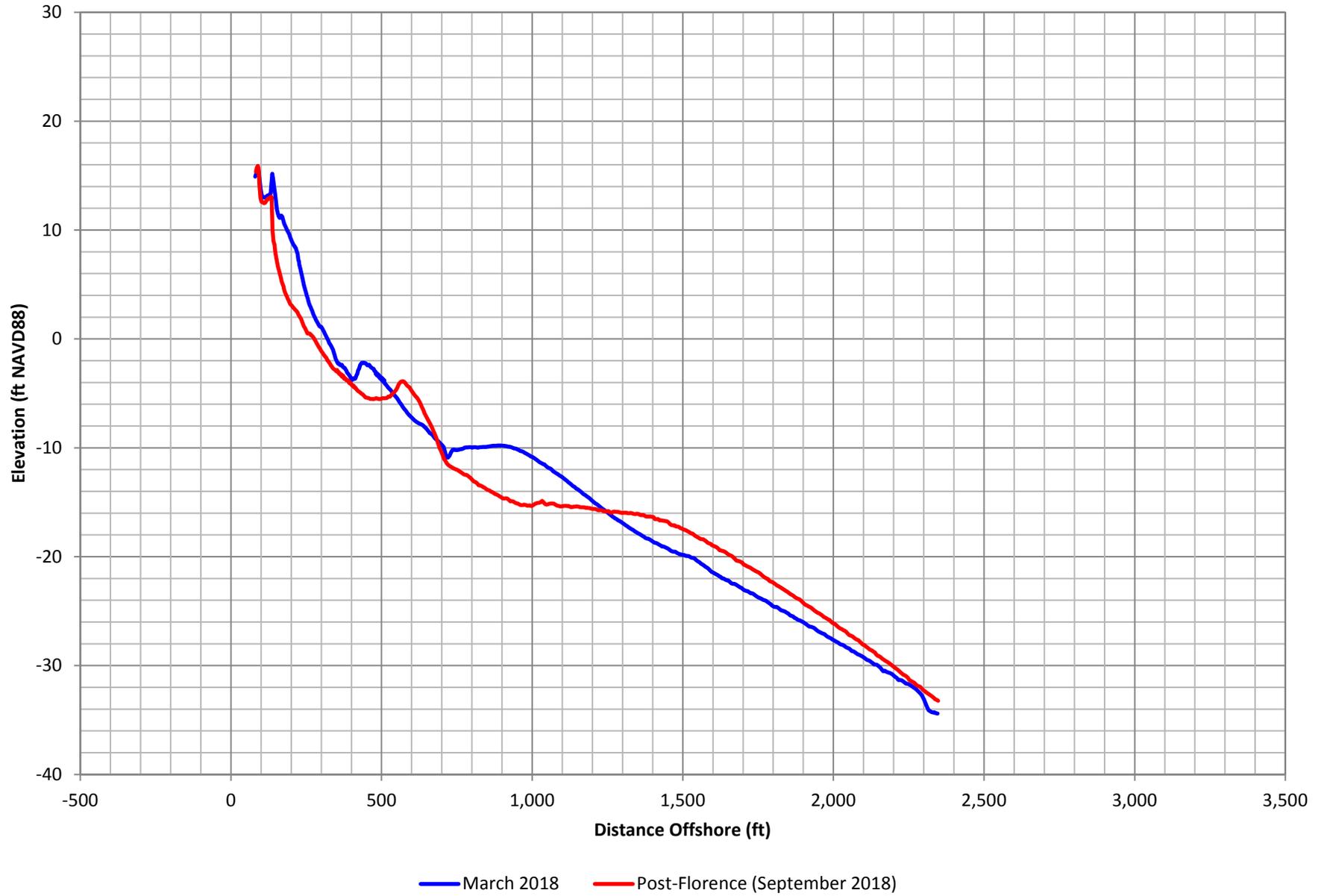
Bogue Banks Transect 40



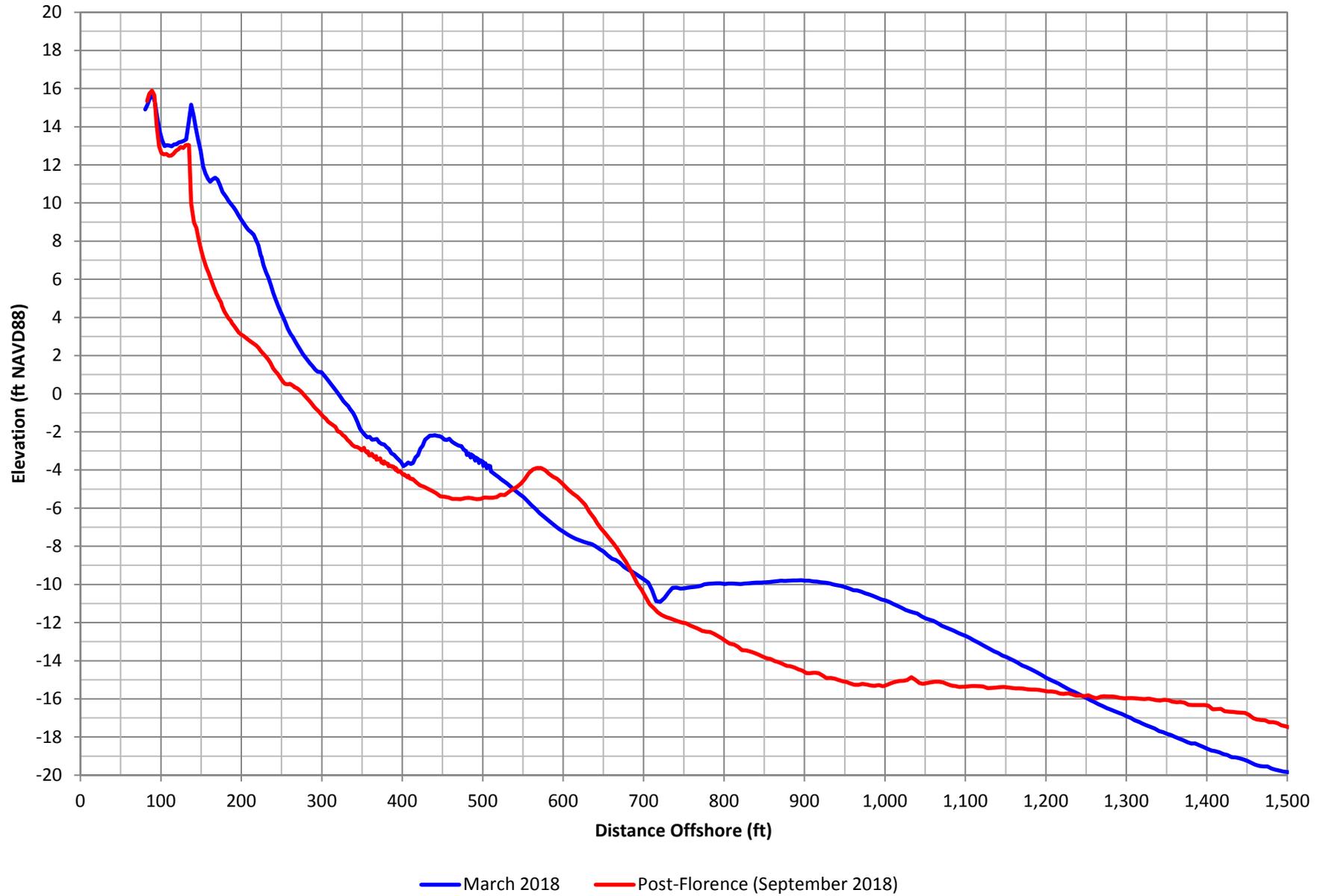
Bogue Banks Transect 40



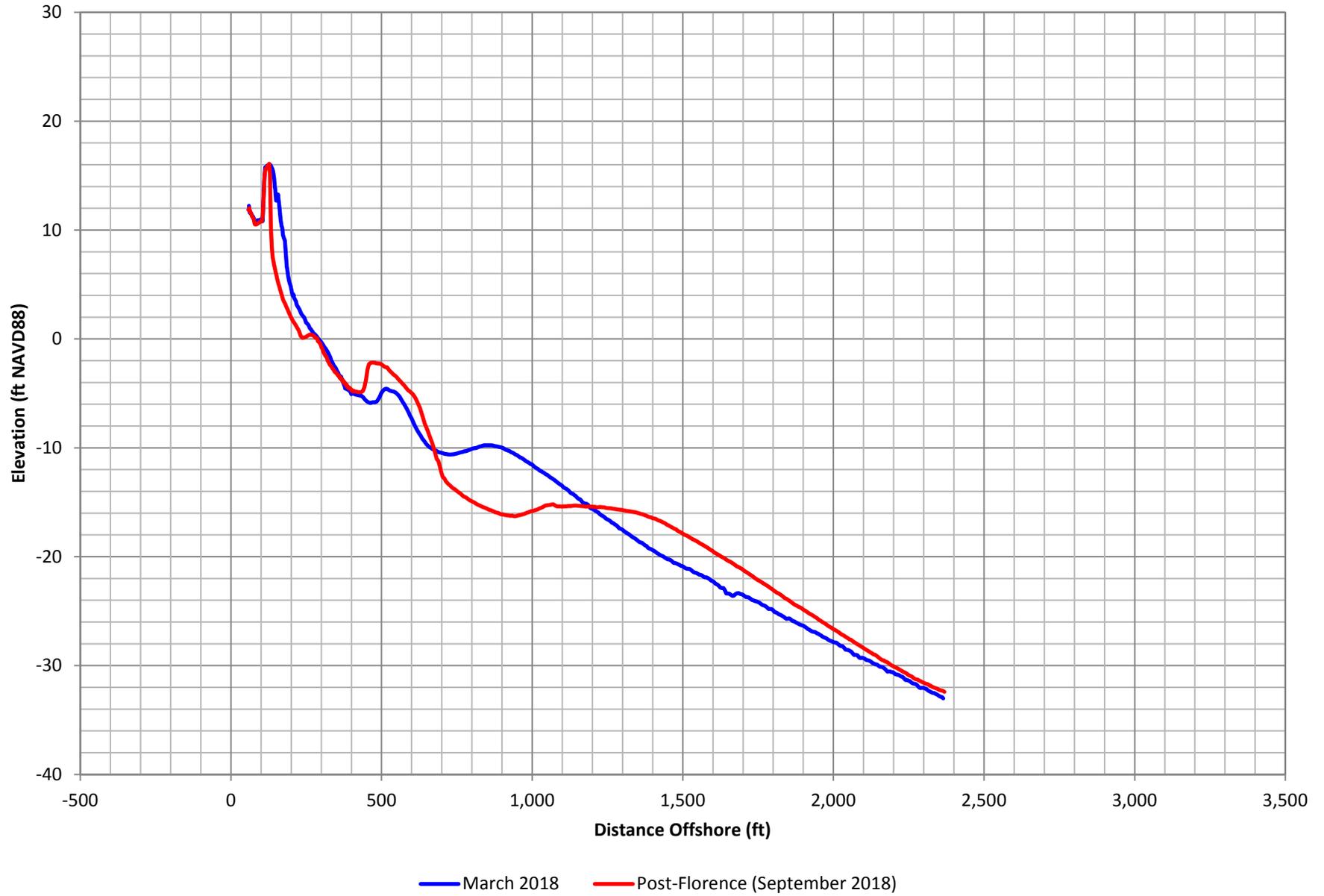
Bogue Banks Transect 41



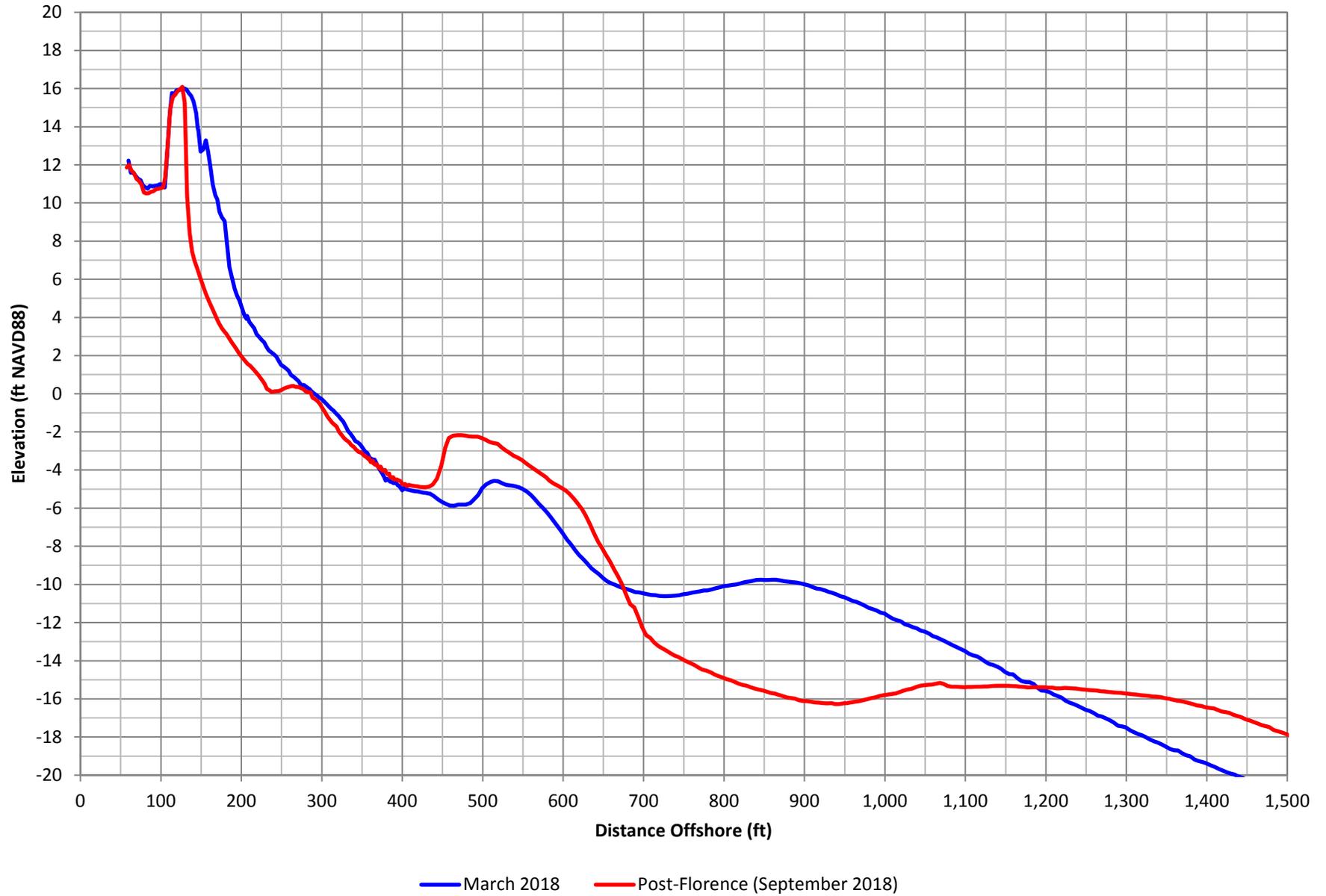
Bogue Banks Transect 41



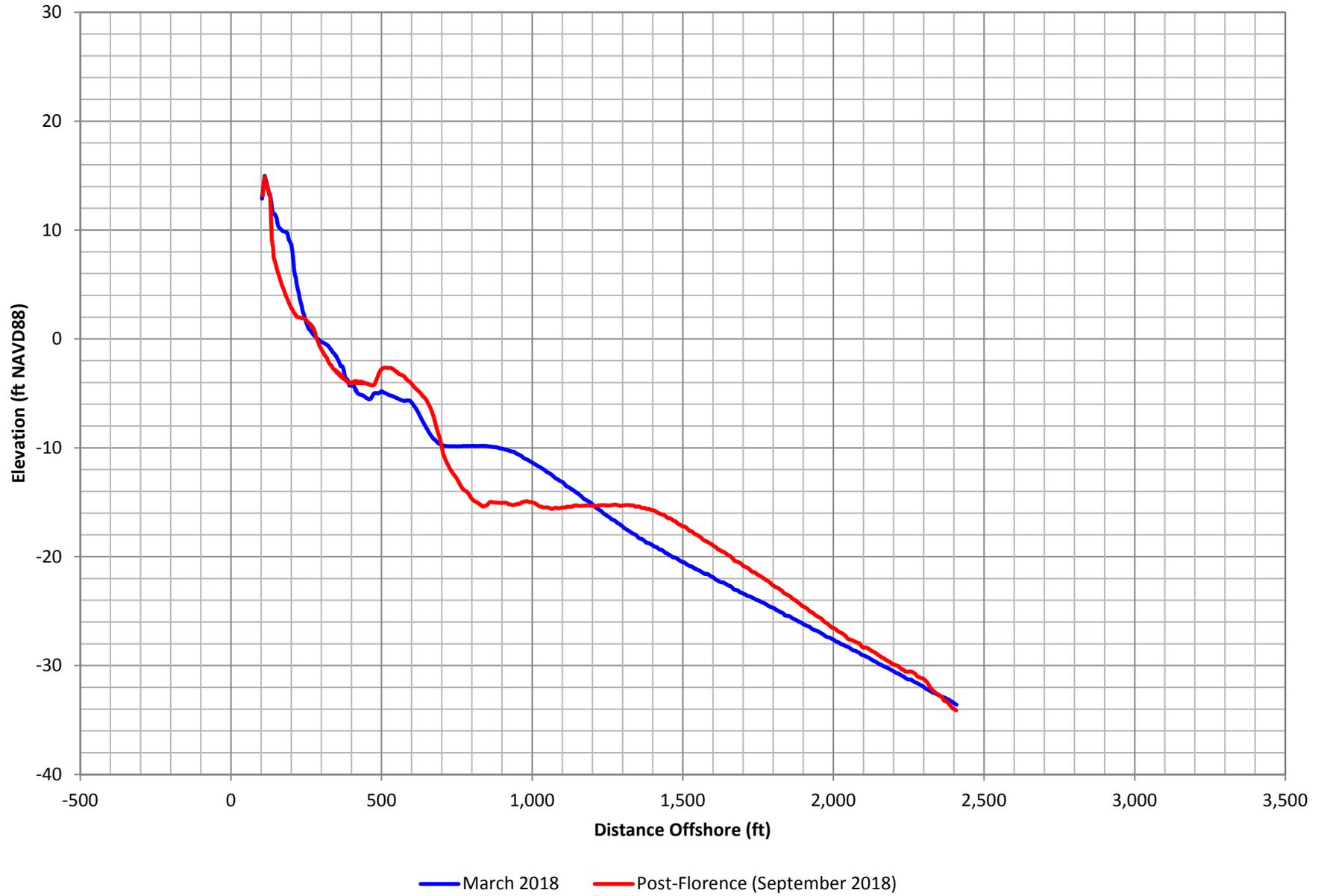
Bogue Banks Transect 42



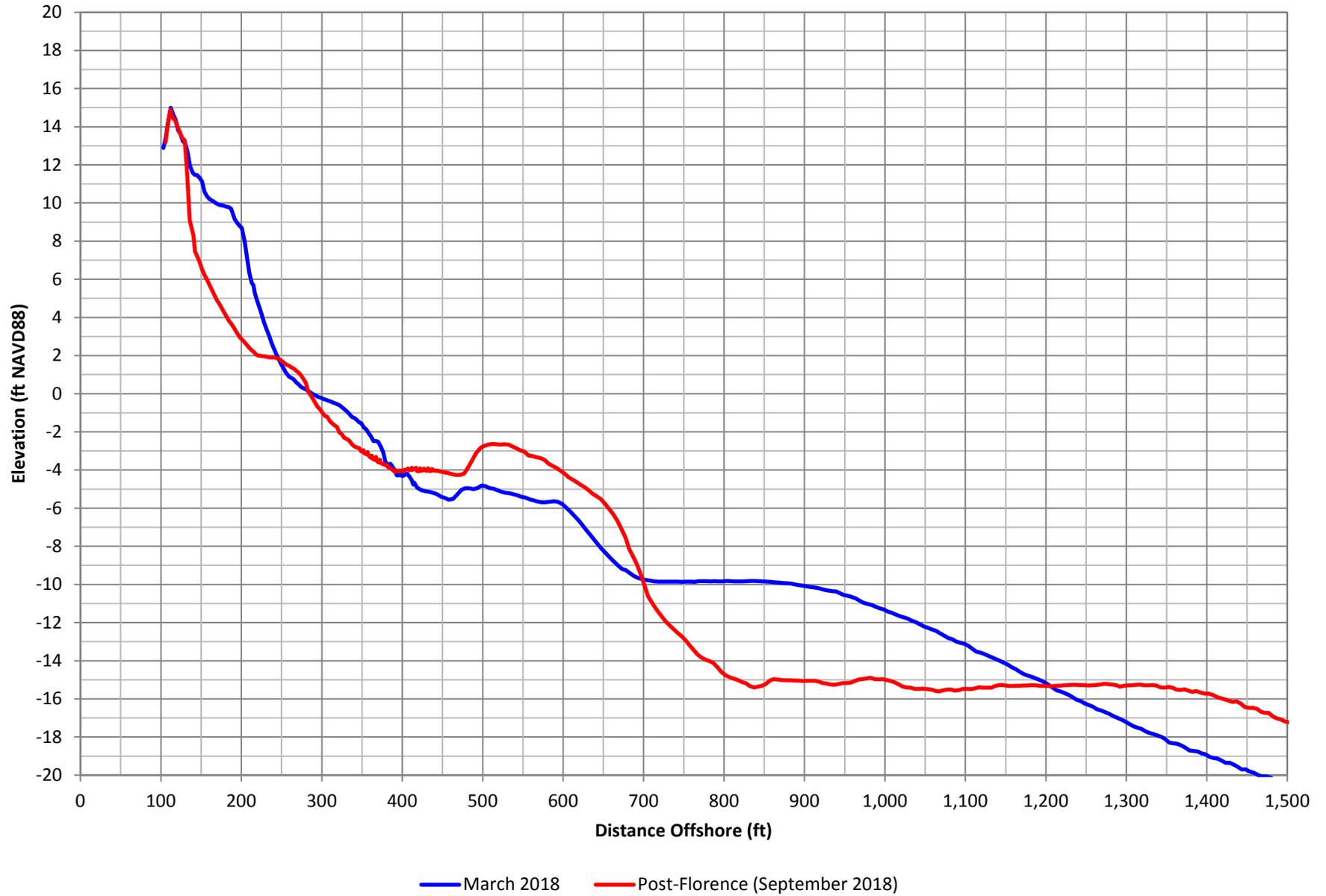
Bogue Banks Transect 42



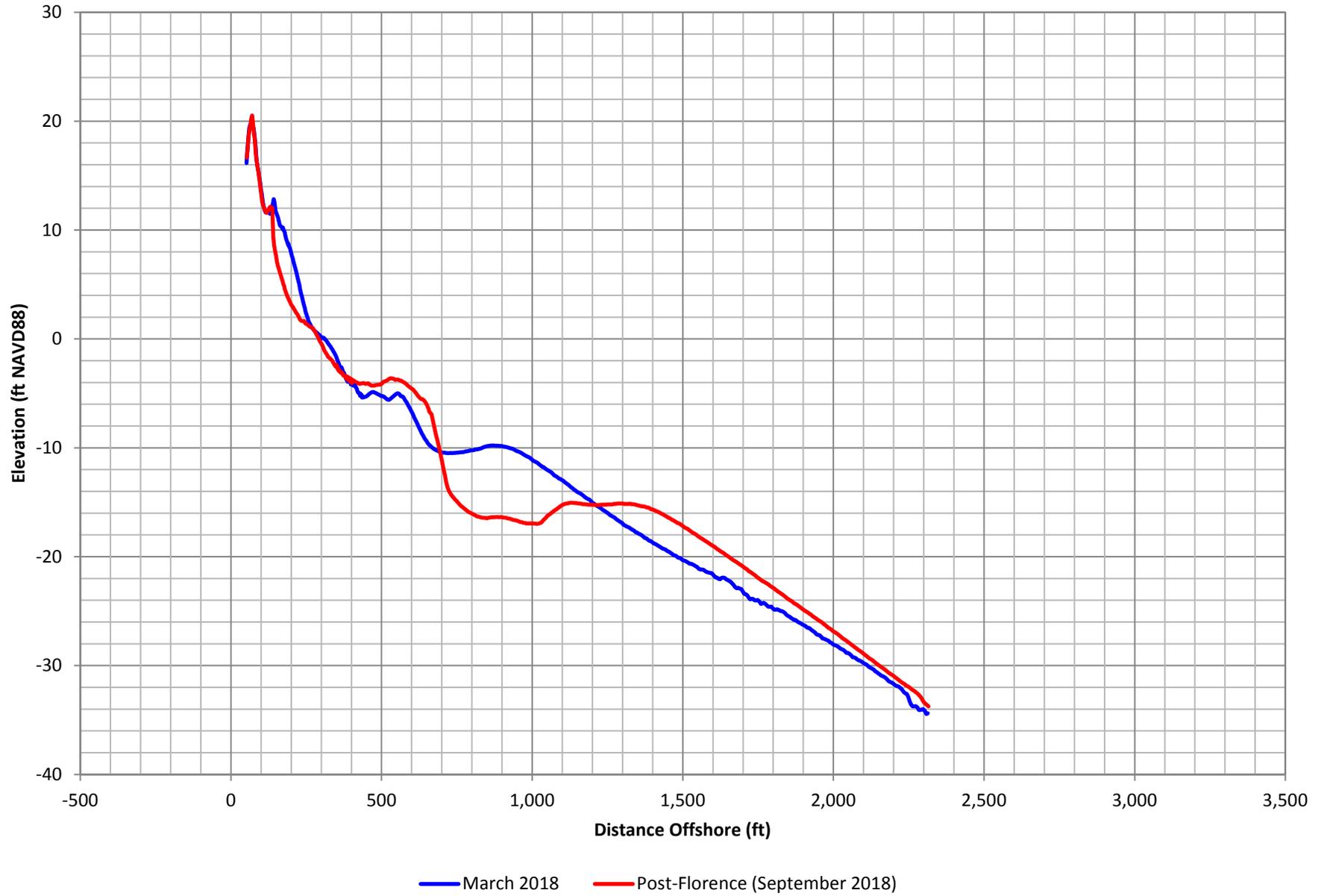
Bogue Banks Transect 43



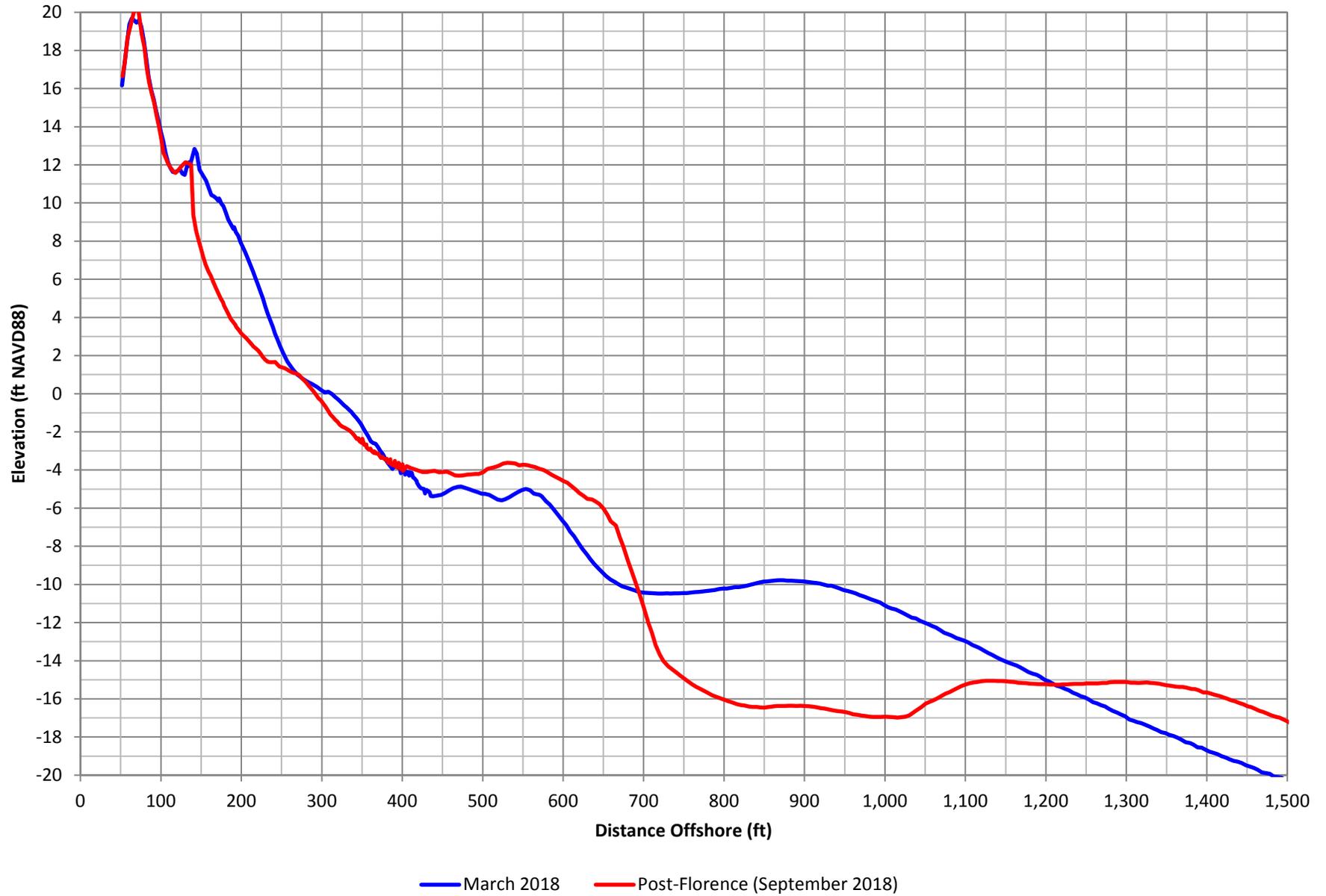
Bogue Banks Transect 43



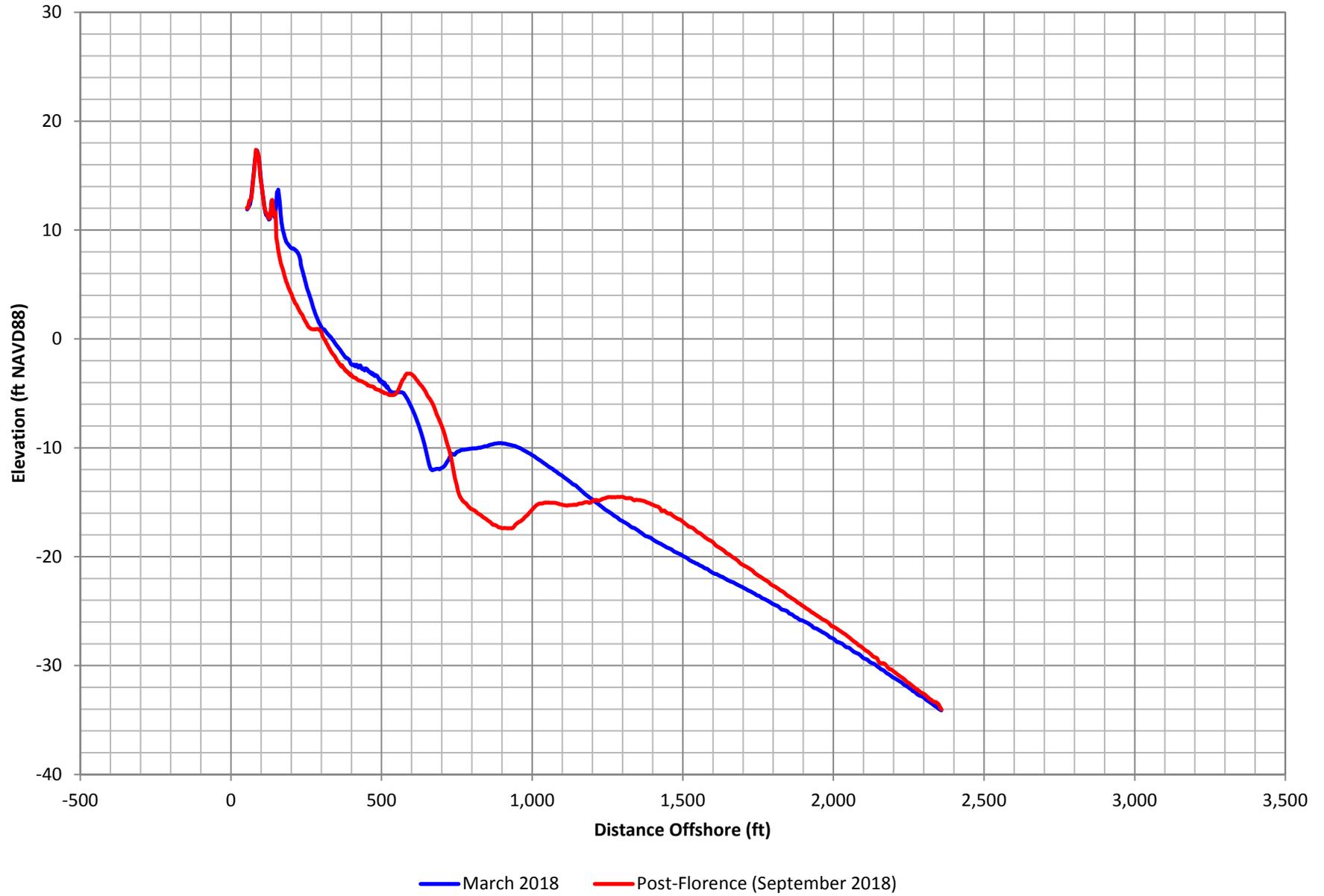
Bogue Banks Transect 44



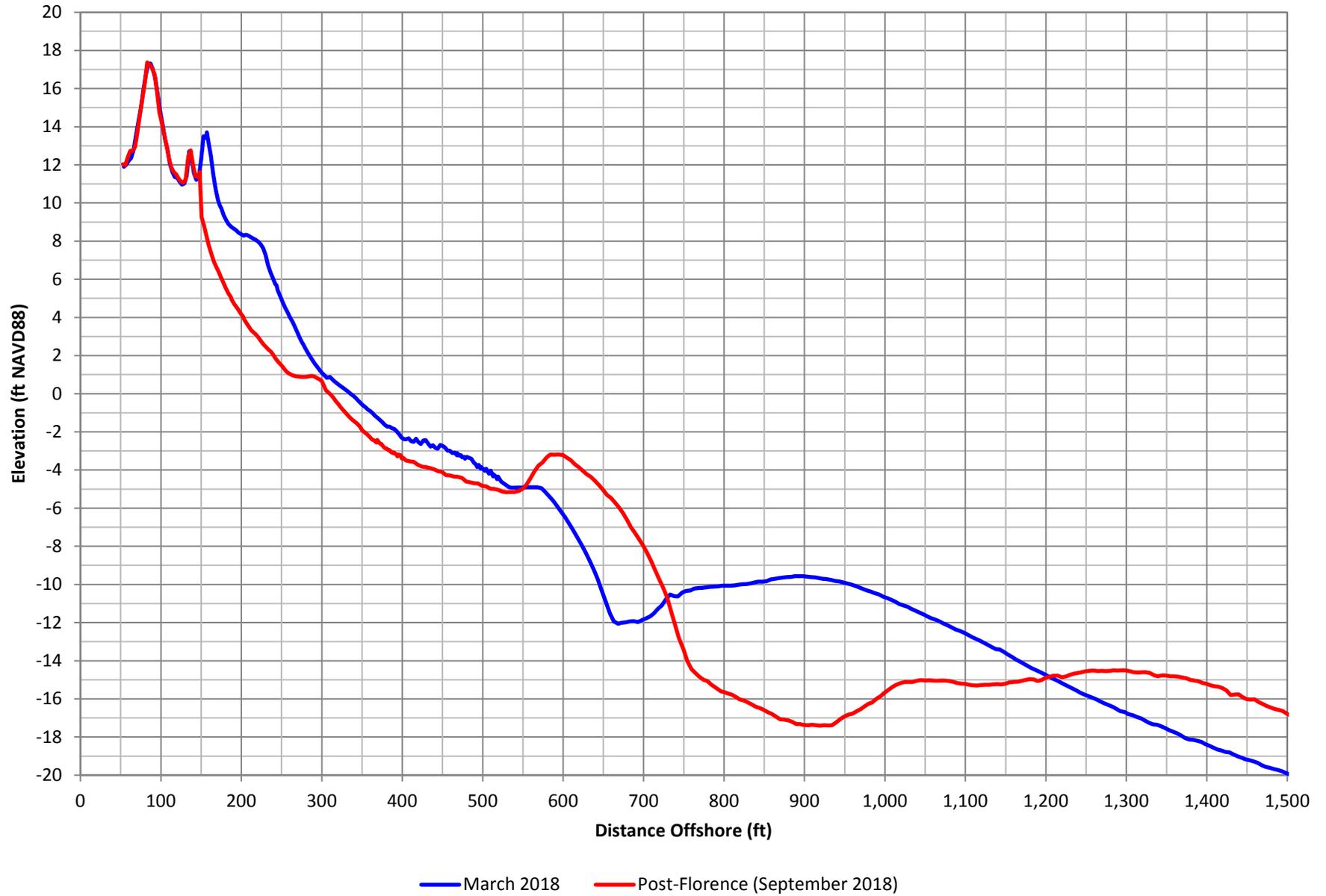
Bogue Banks Transect 44



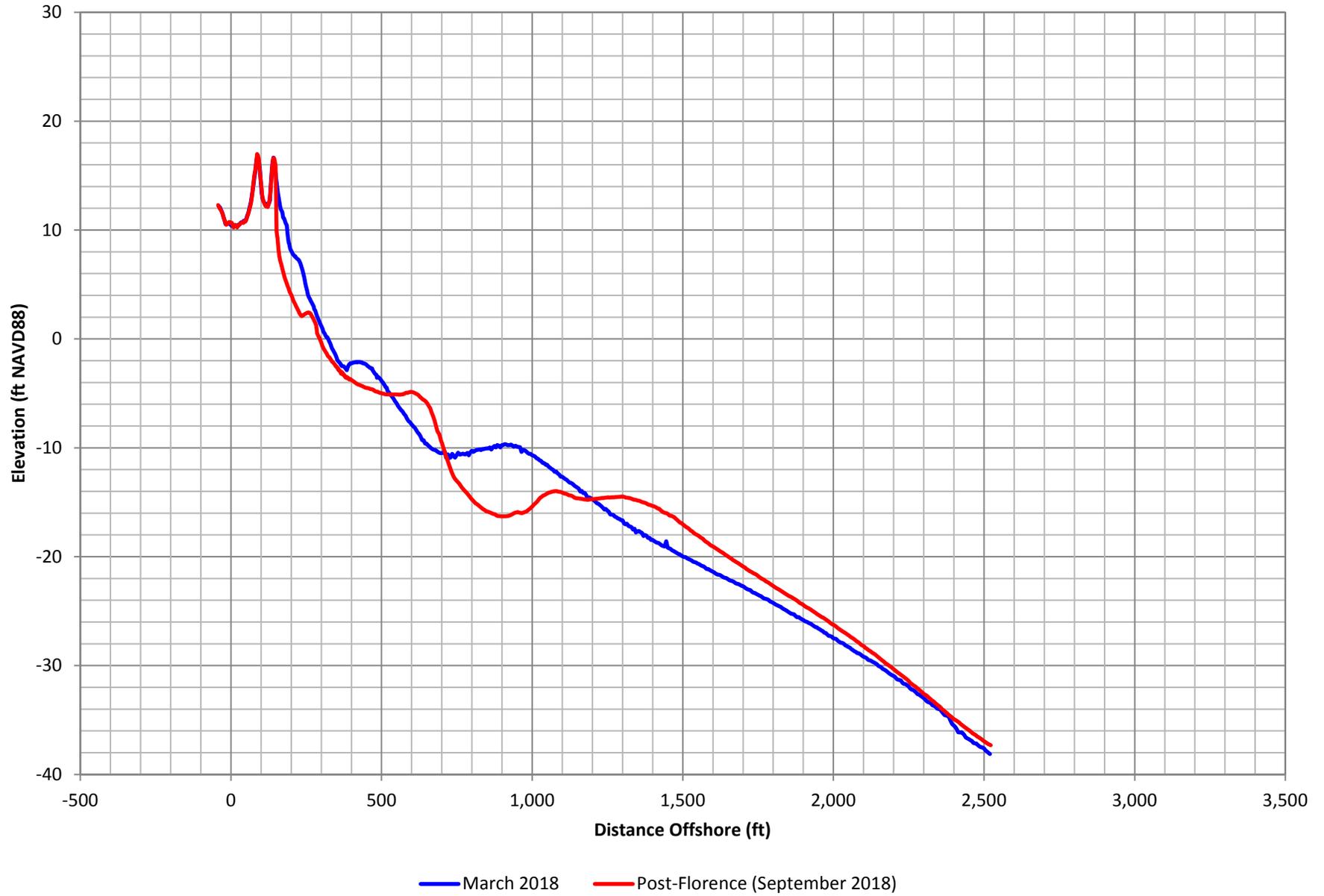
Bogue Banks Transect 45



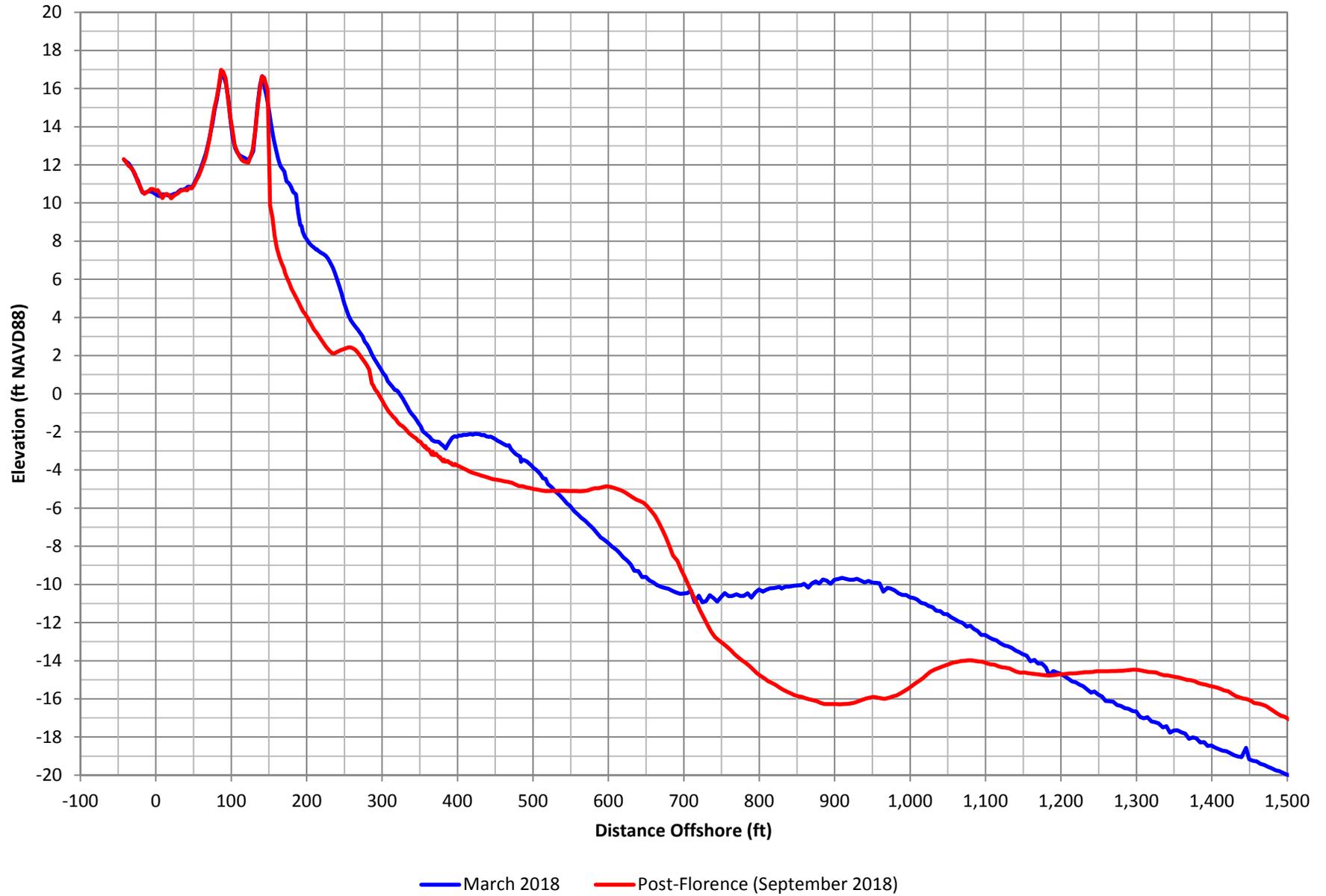
Bogue Banks Transect 45



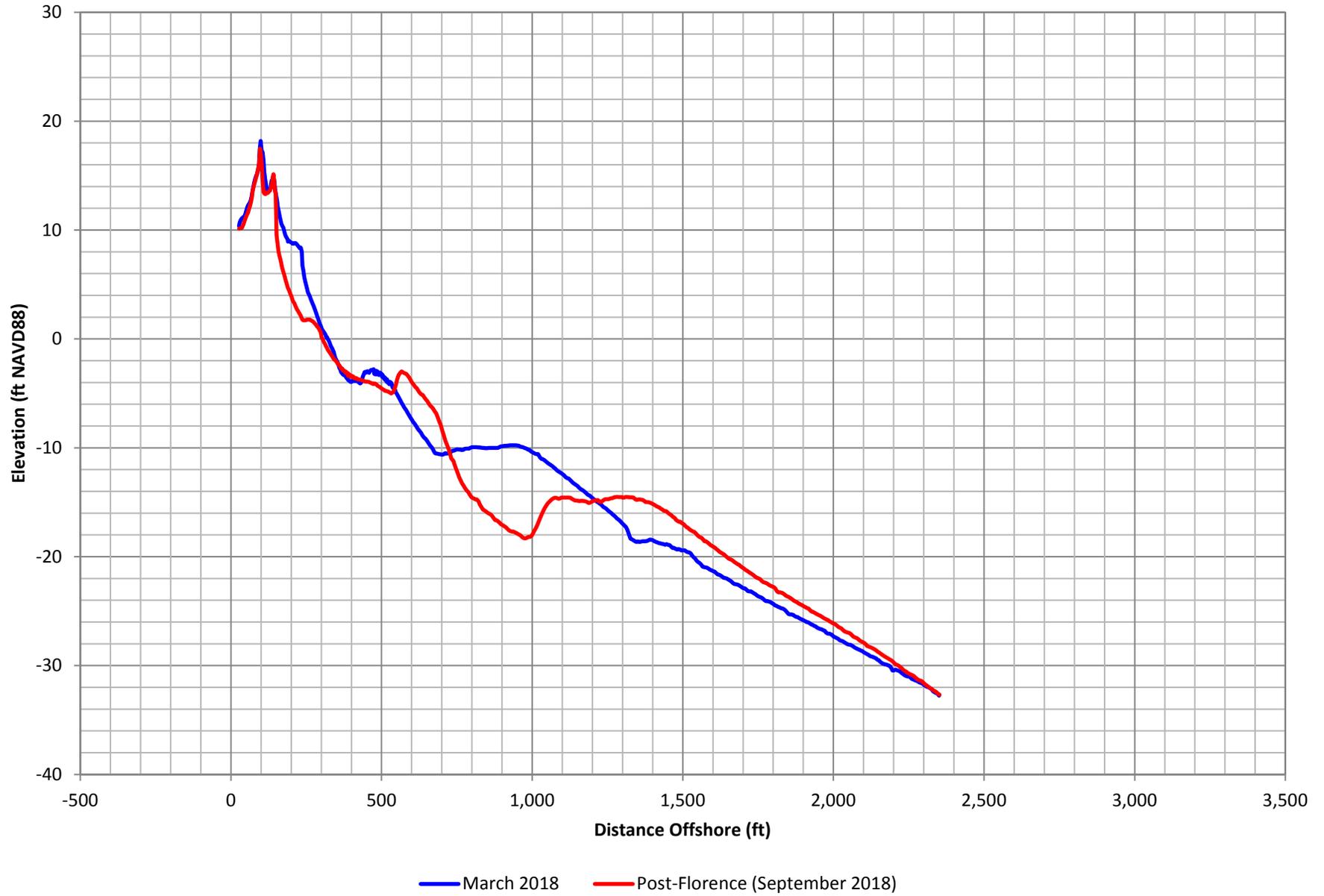
Bogue Banks Transect 46



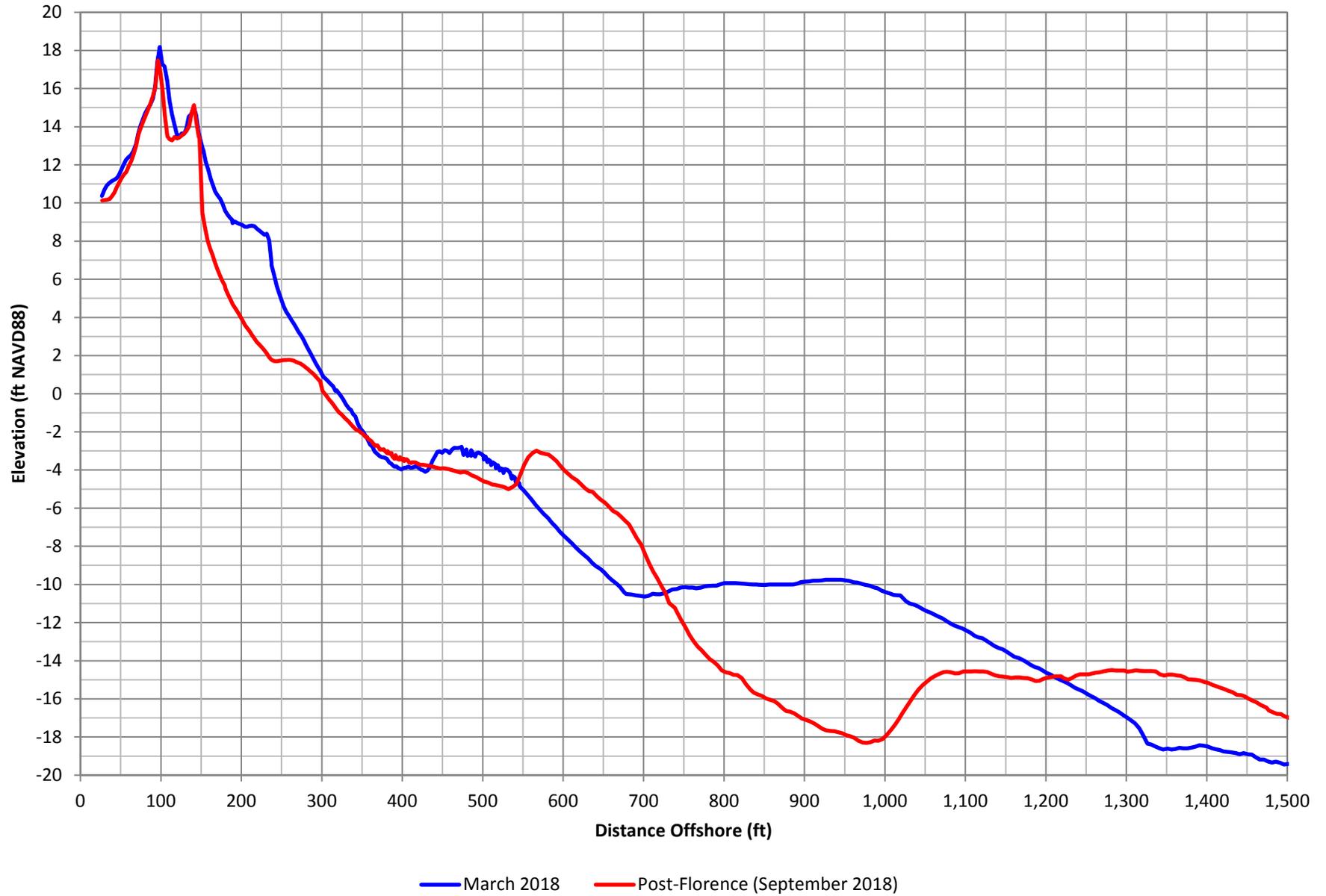
Bogue Banks Transect 46



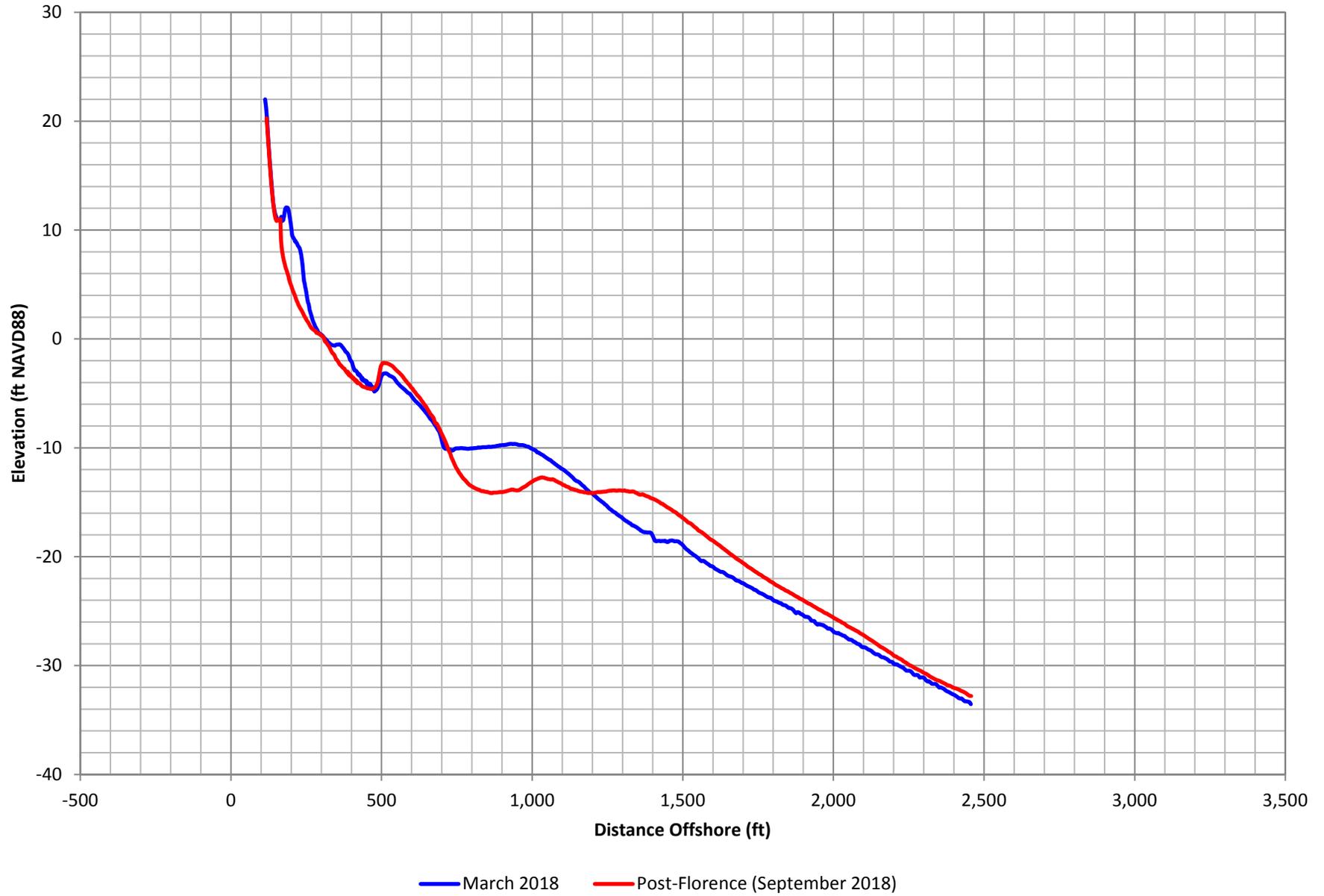
Bogue Banks Transect 47



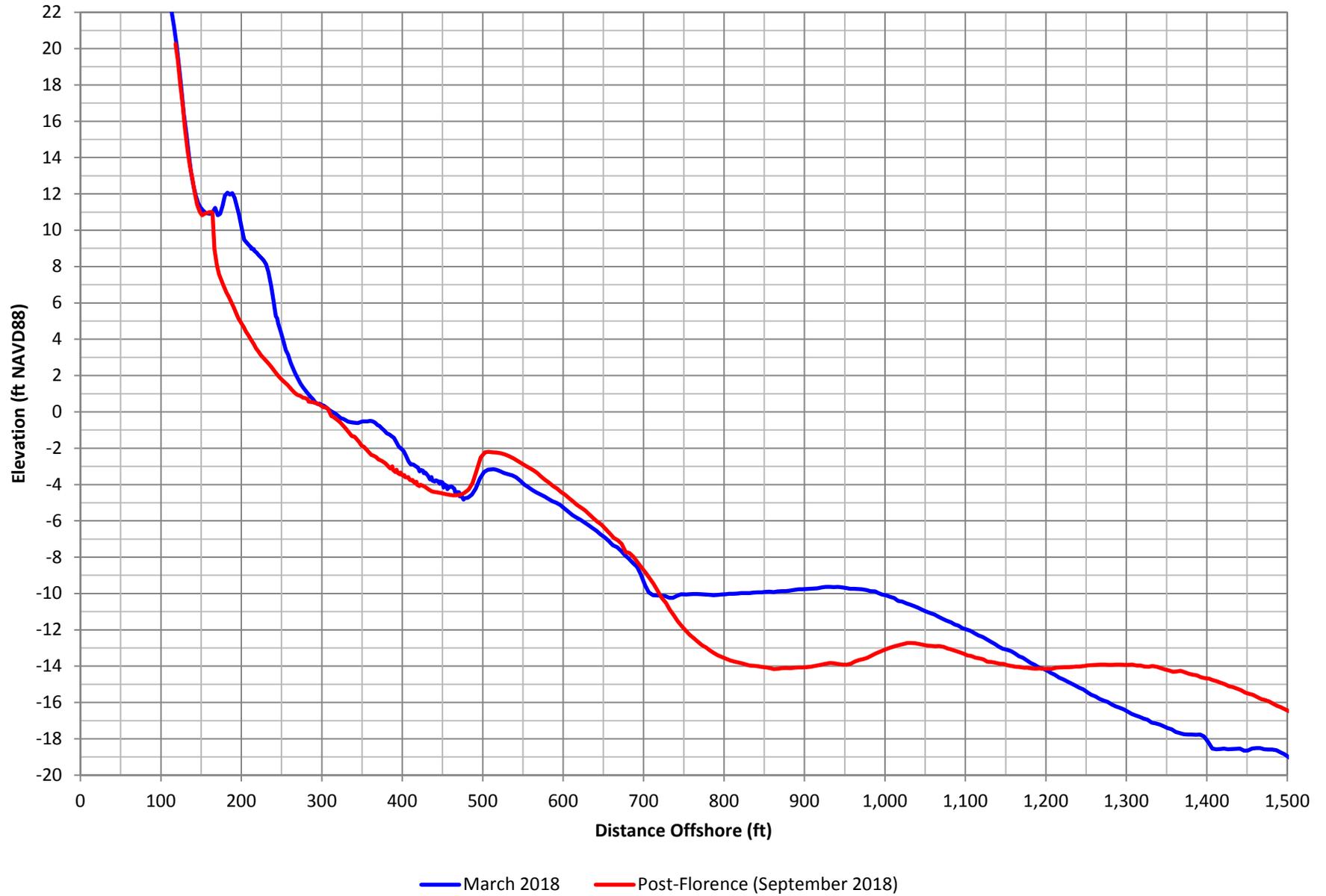
Bogue Banks Transect 47



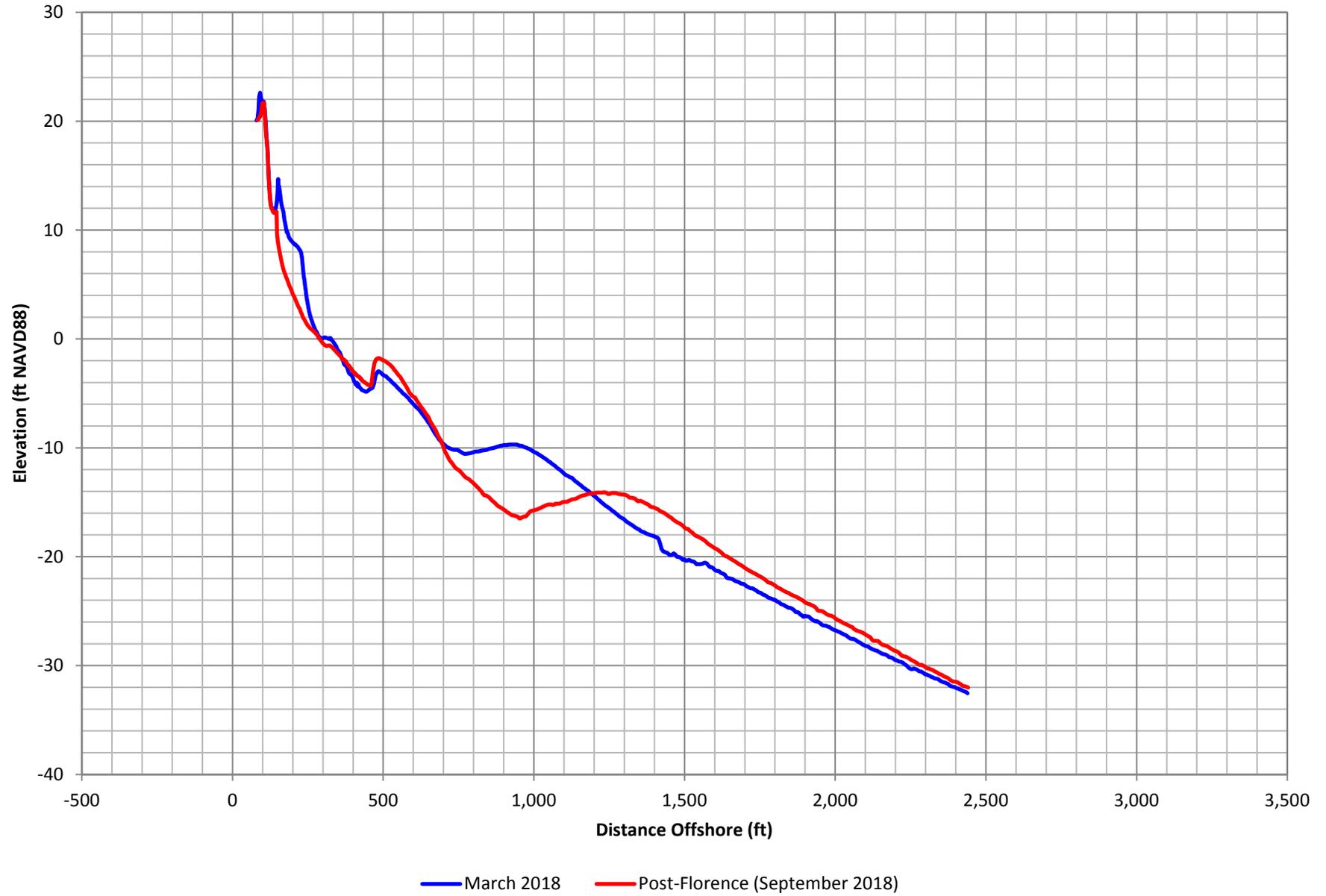
Bogue Banks Transect 48



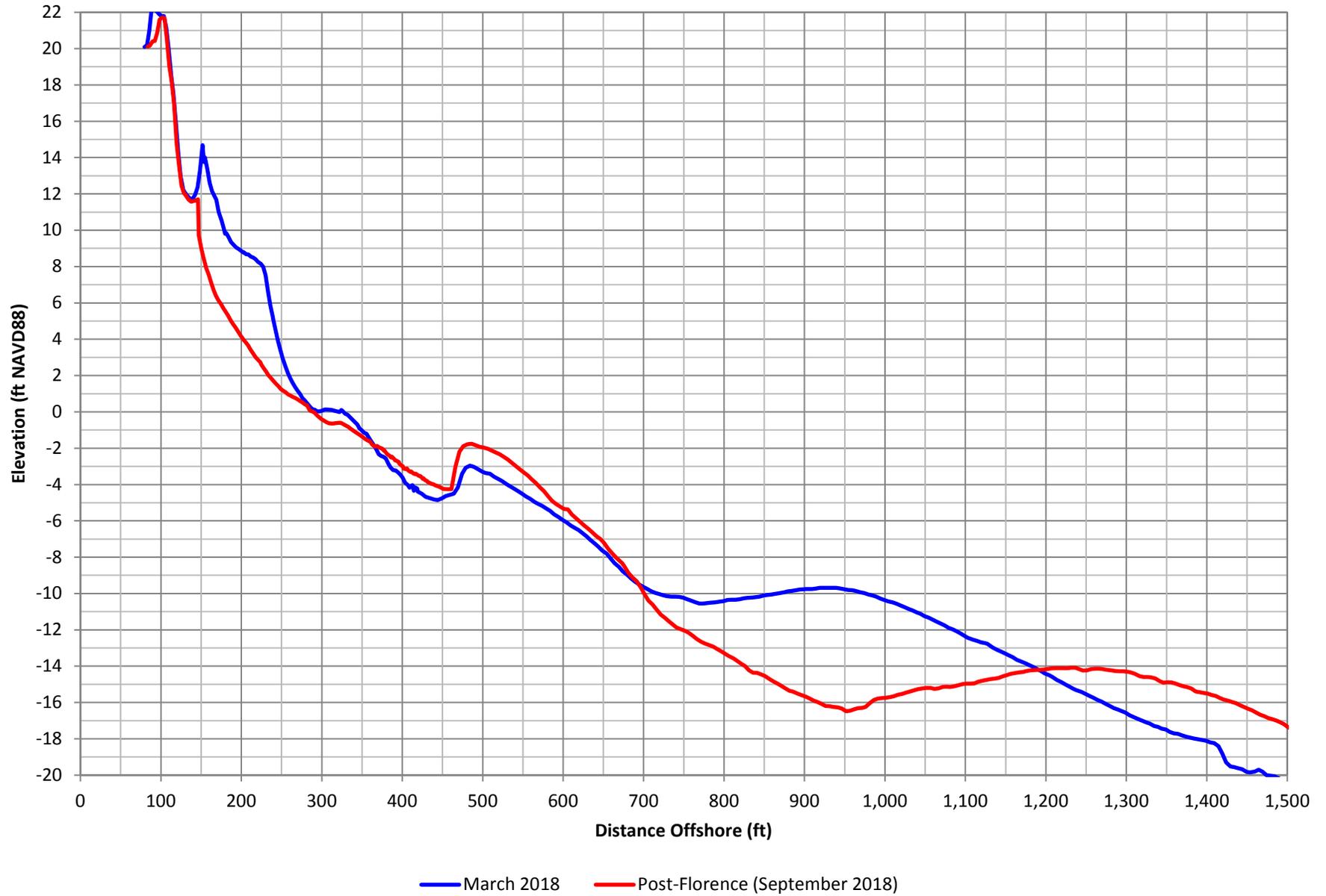
Bogue Banks Transect 48



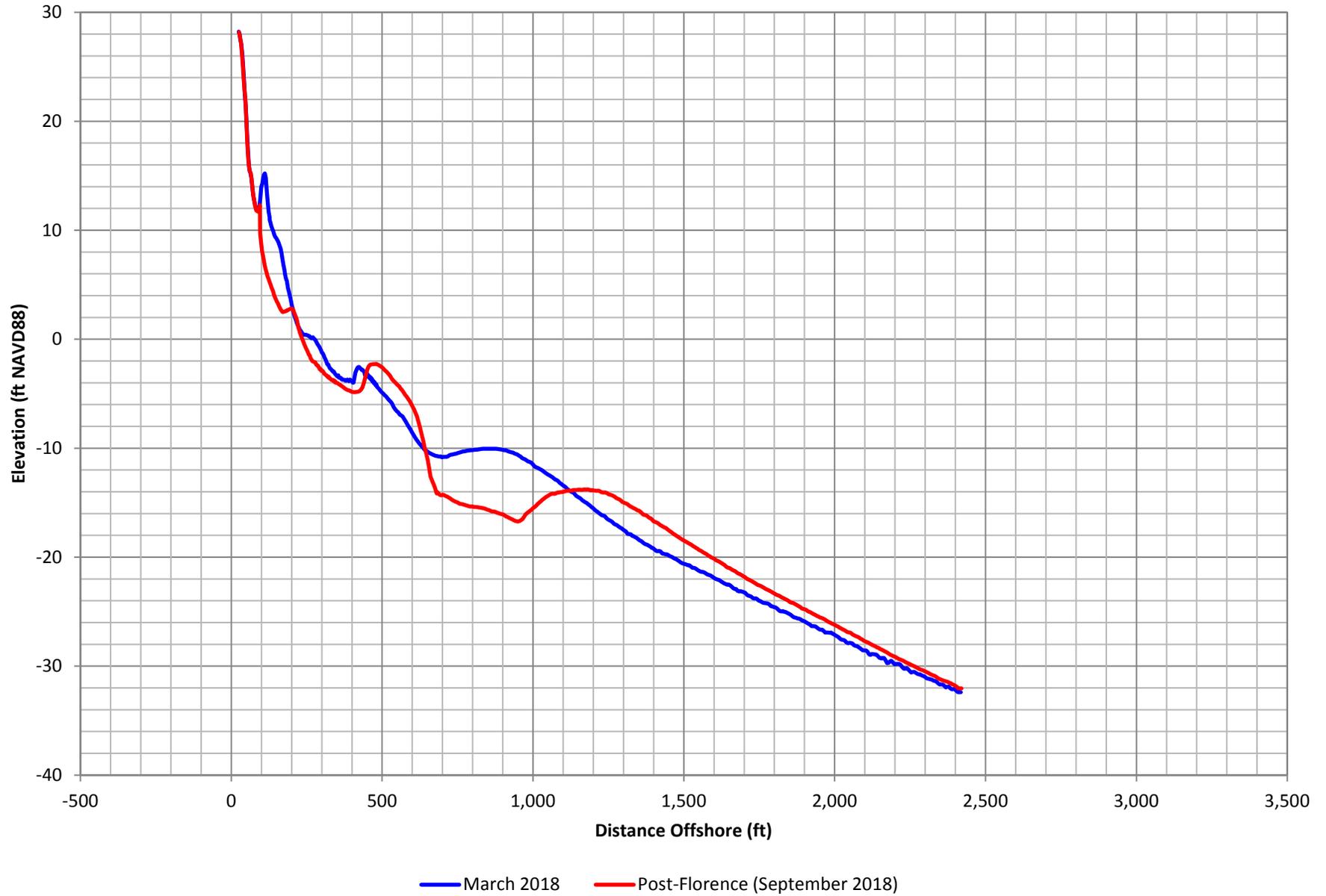
Bogue Banks Transect 49



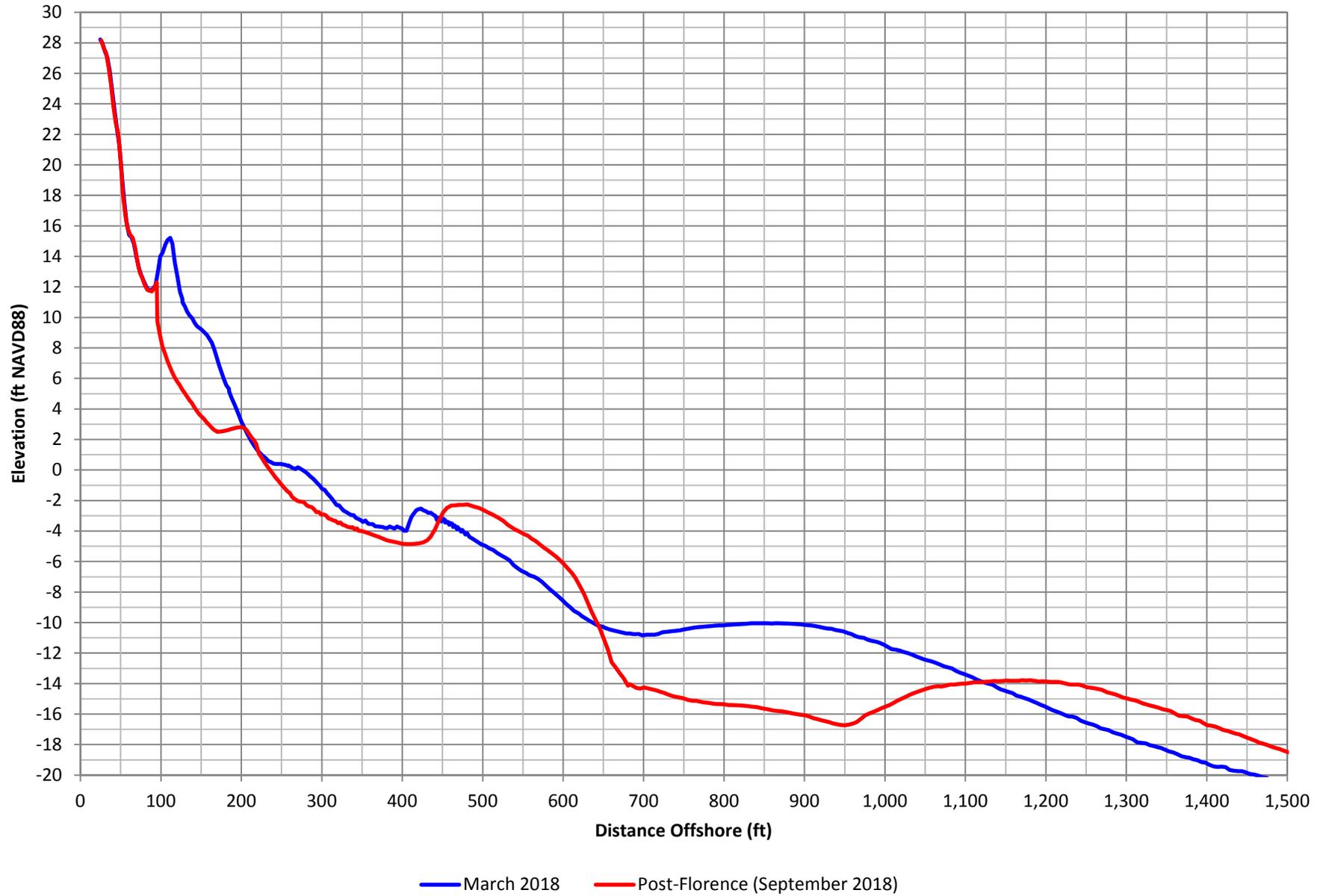
Bogue Banks Transect 49



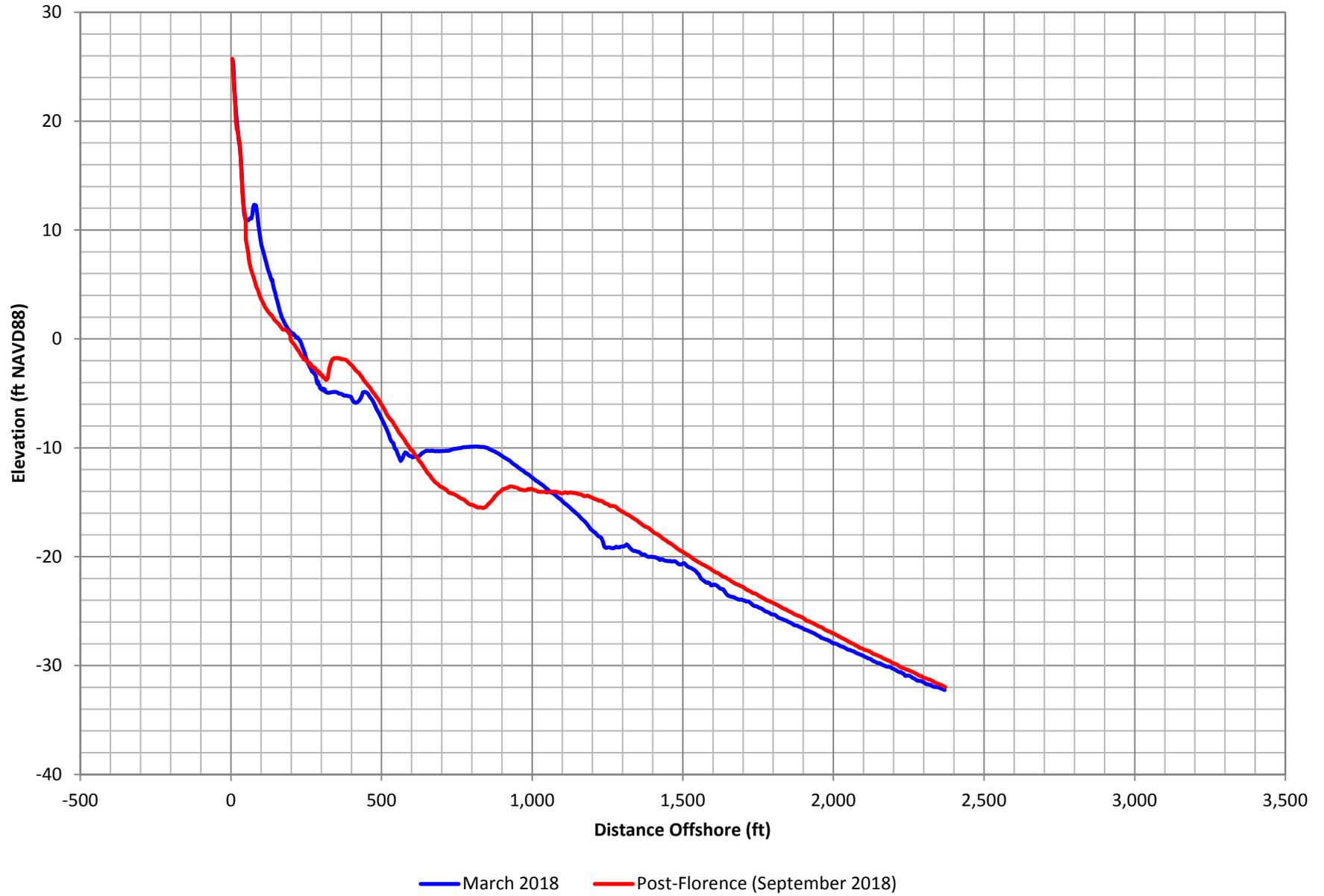
Bogue Banks Transect 50



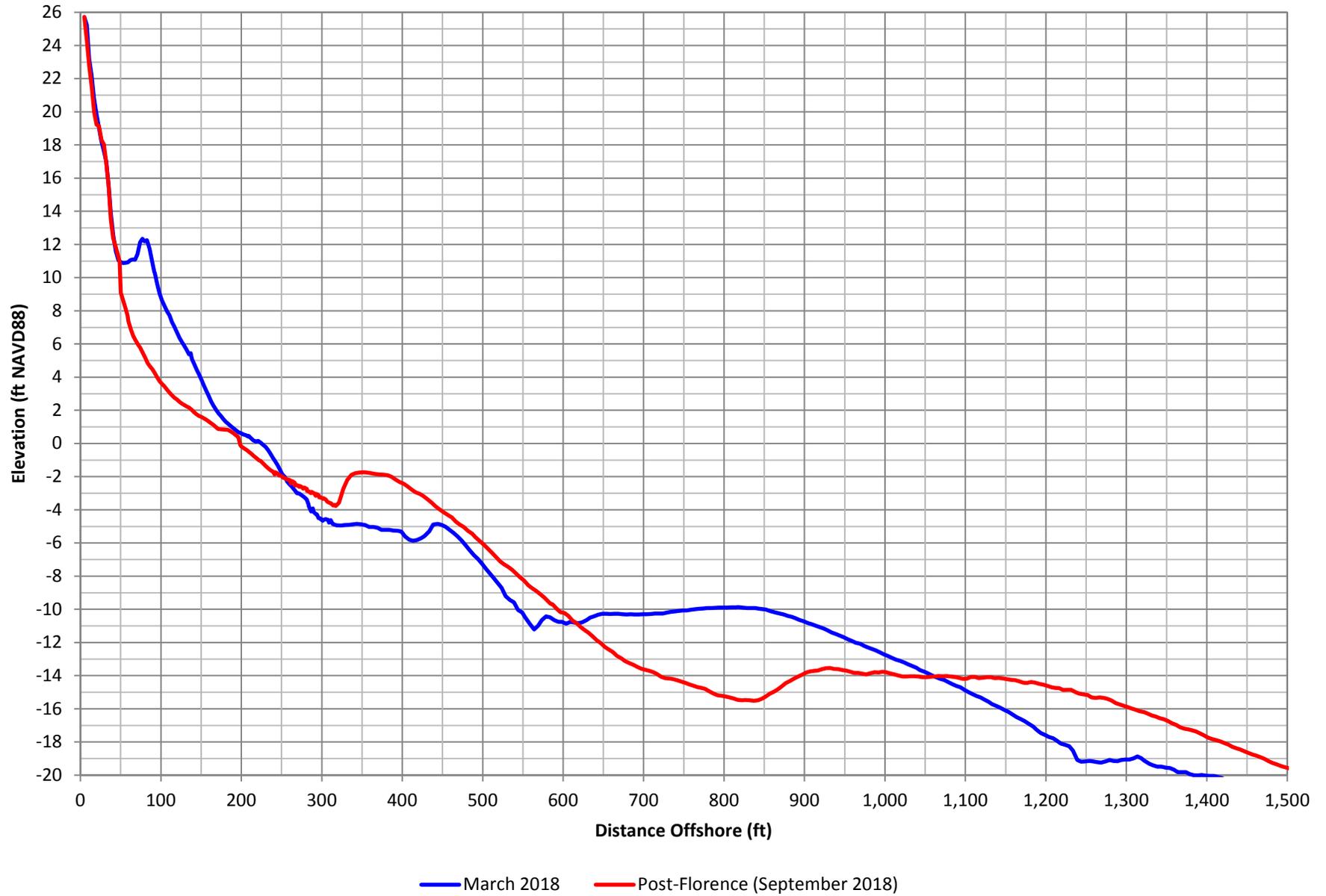
Bogue Banks Transect 50



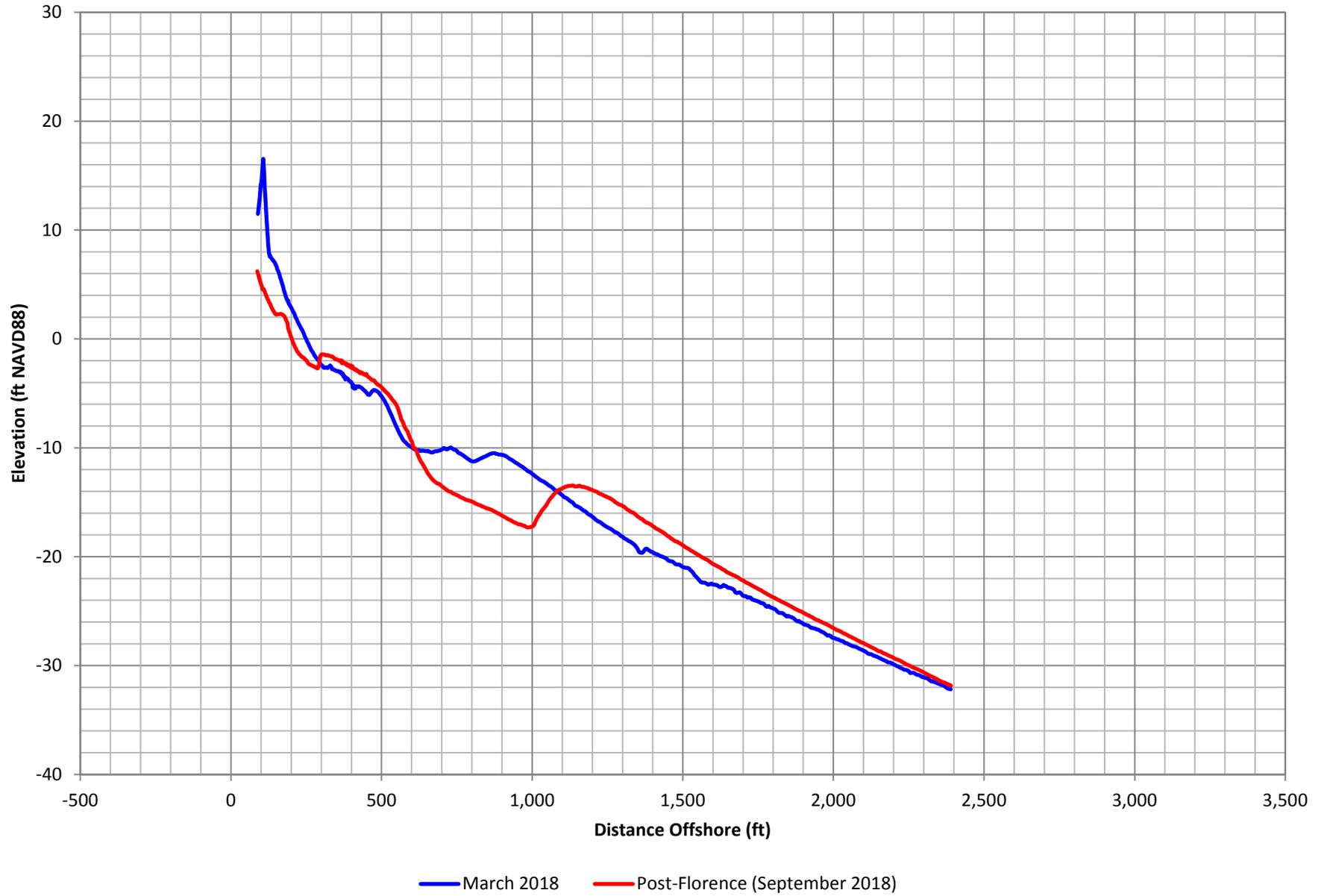
Bogue Banks Transect 51



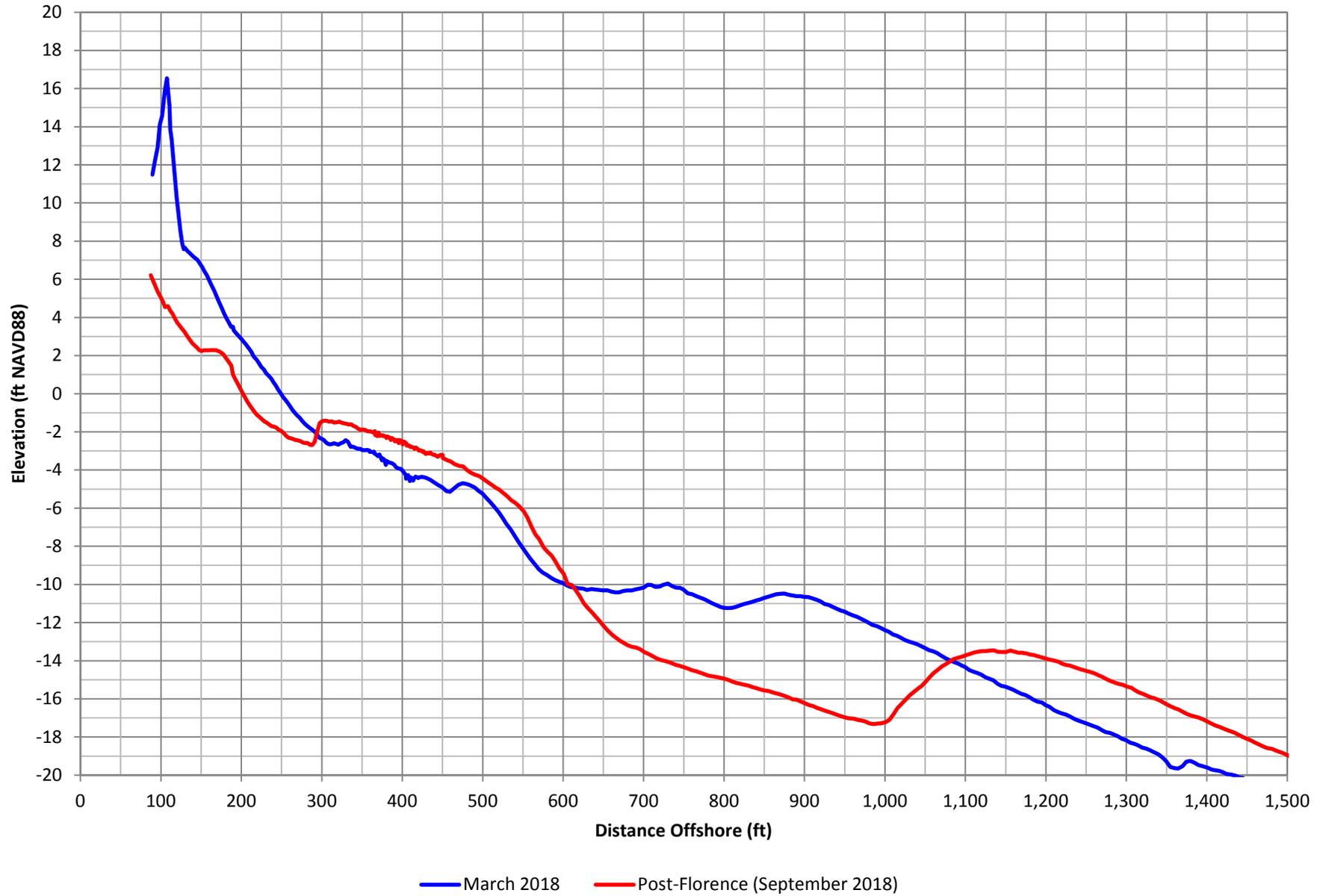
Bogue Banks Transect 51



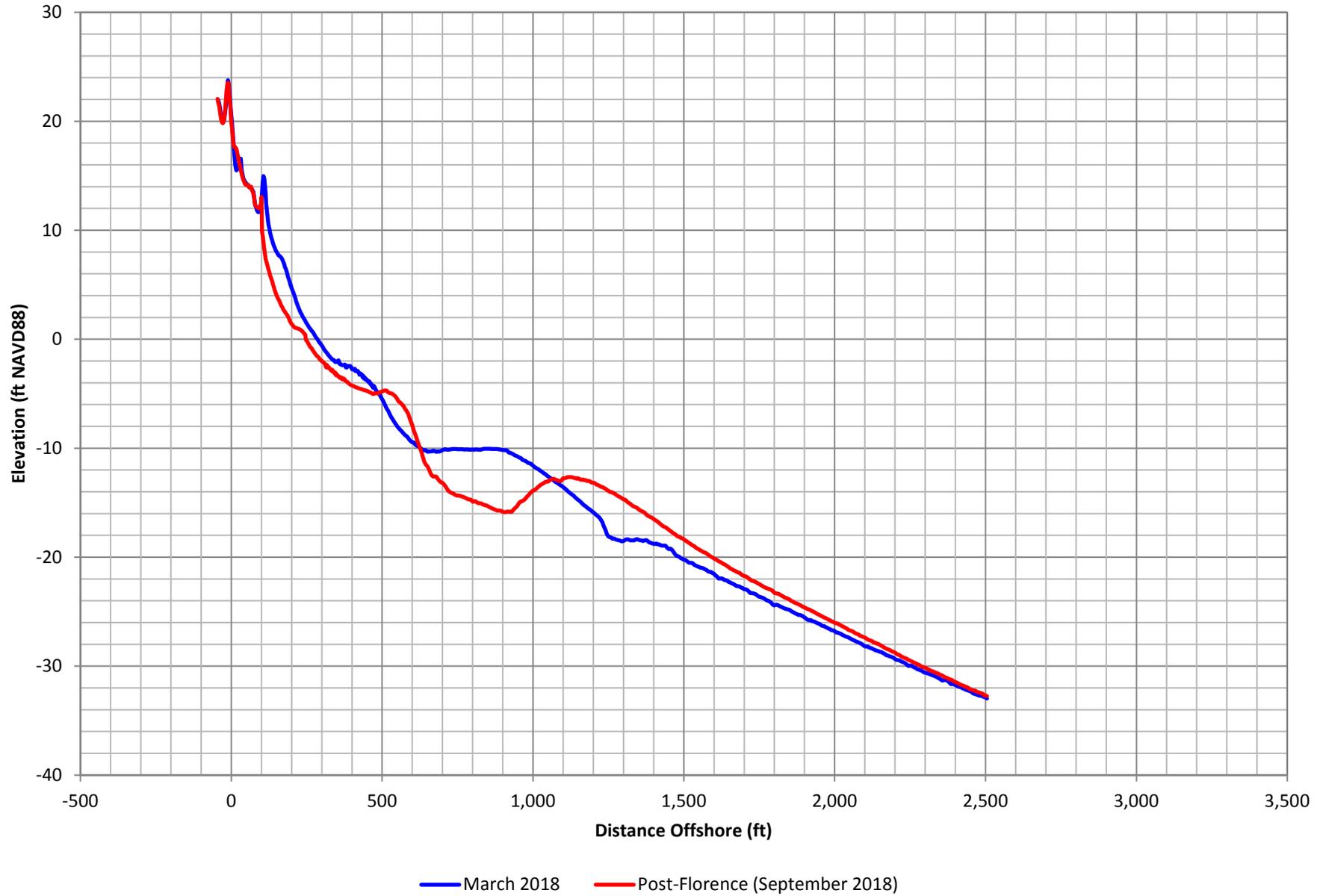
Bogue Banks Transect 52



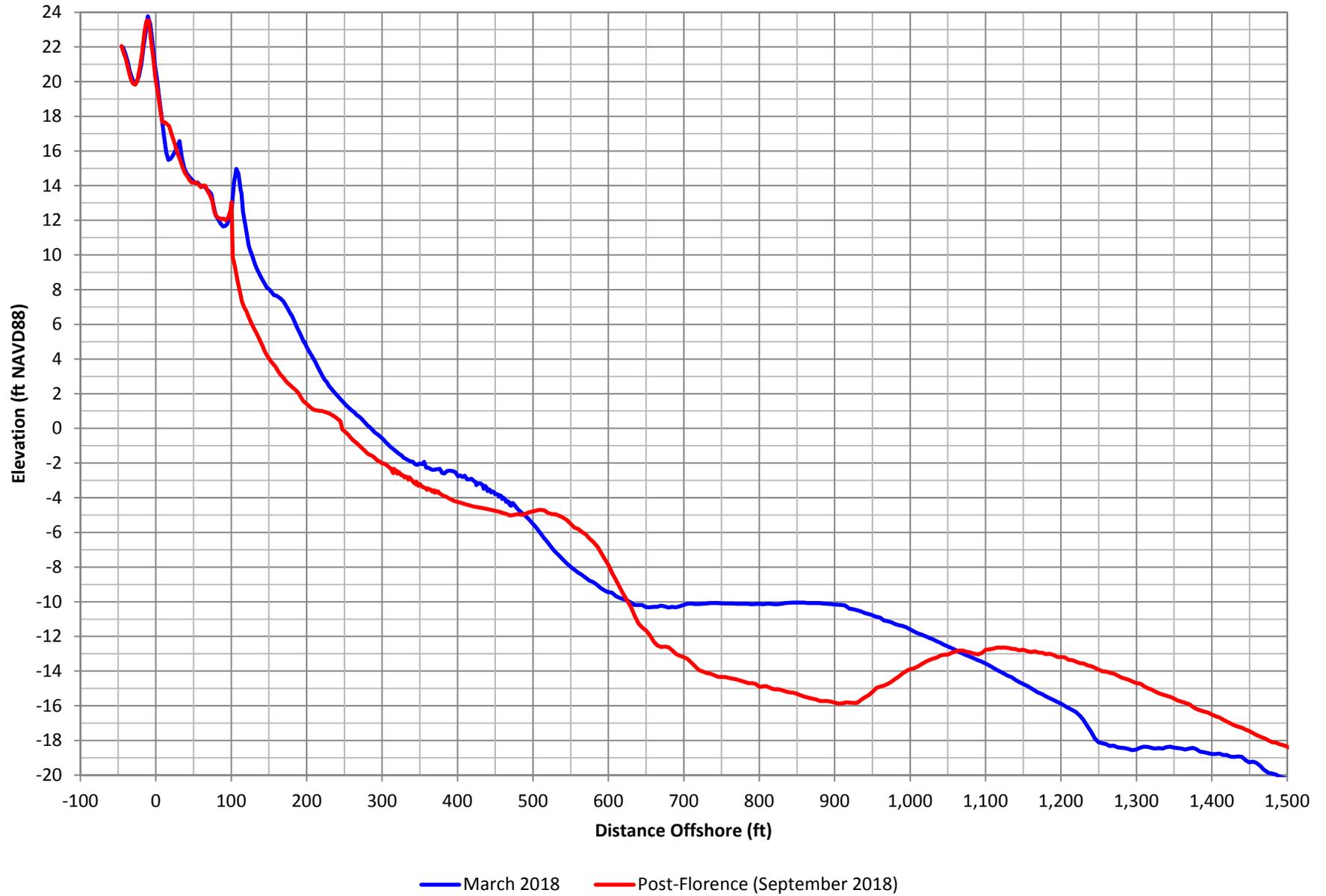
Bogue Banks Transect 52



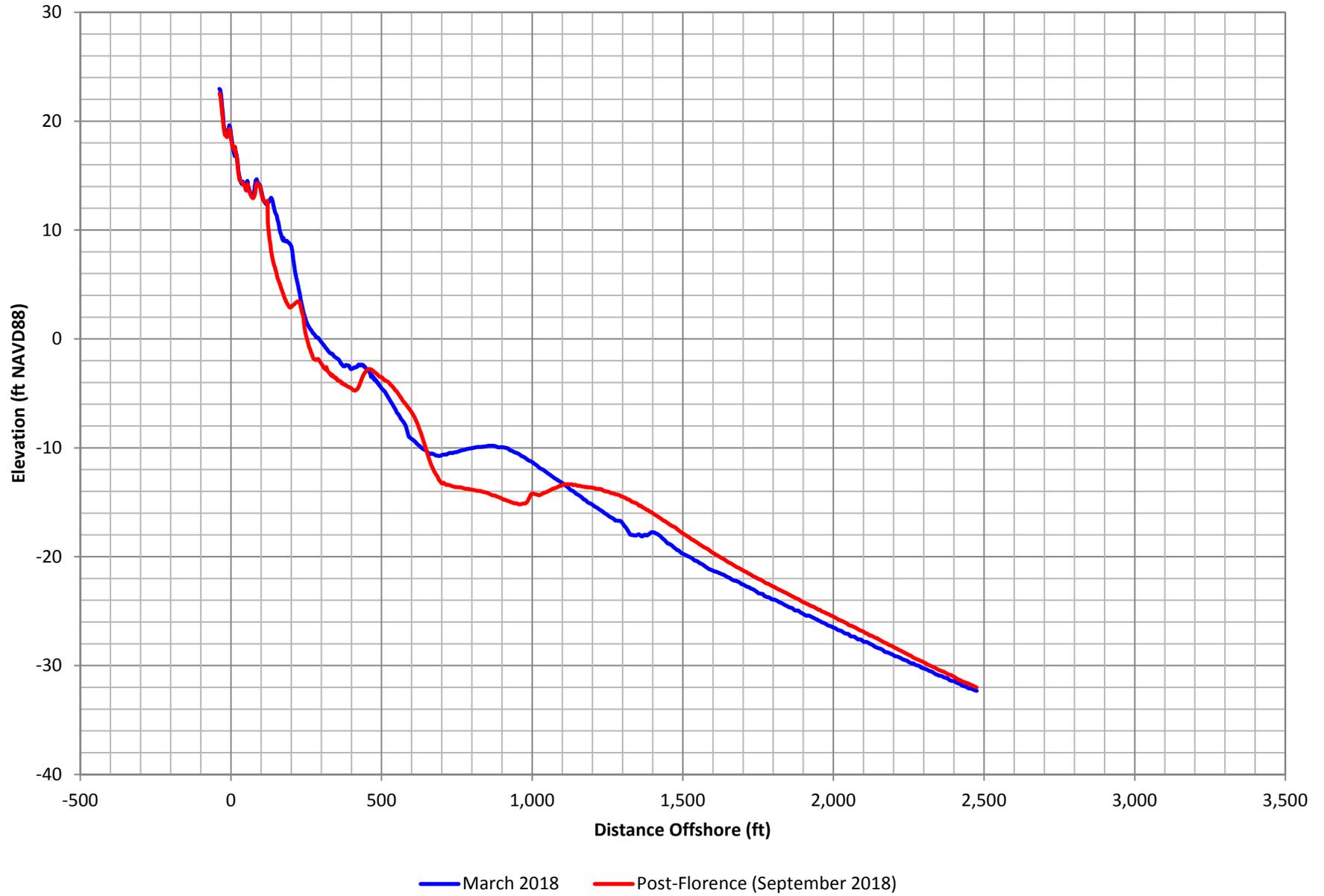
Bogue Banks Transect 53



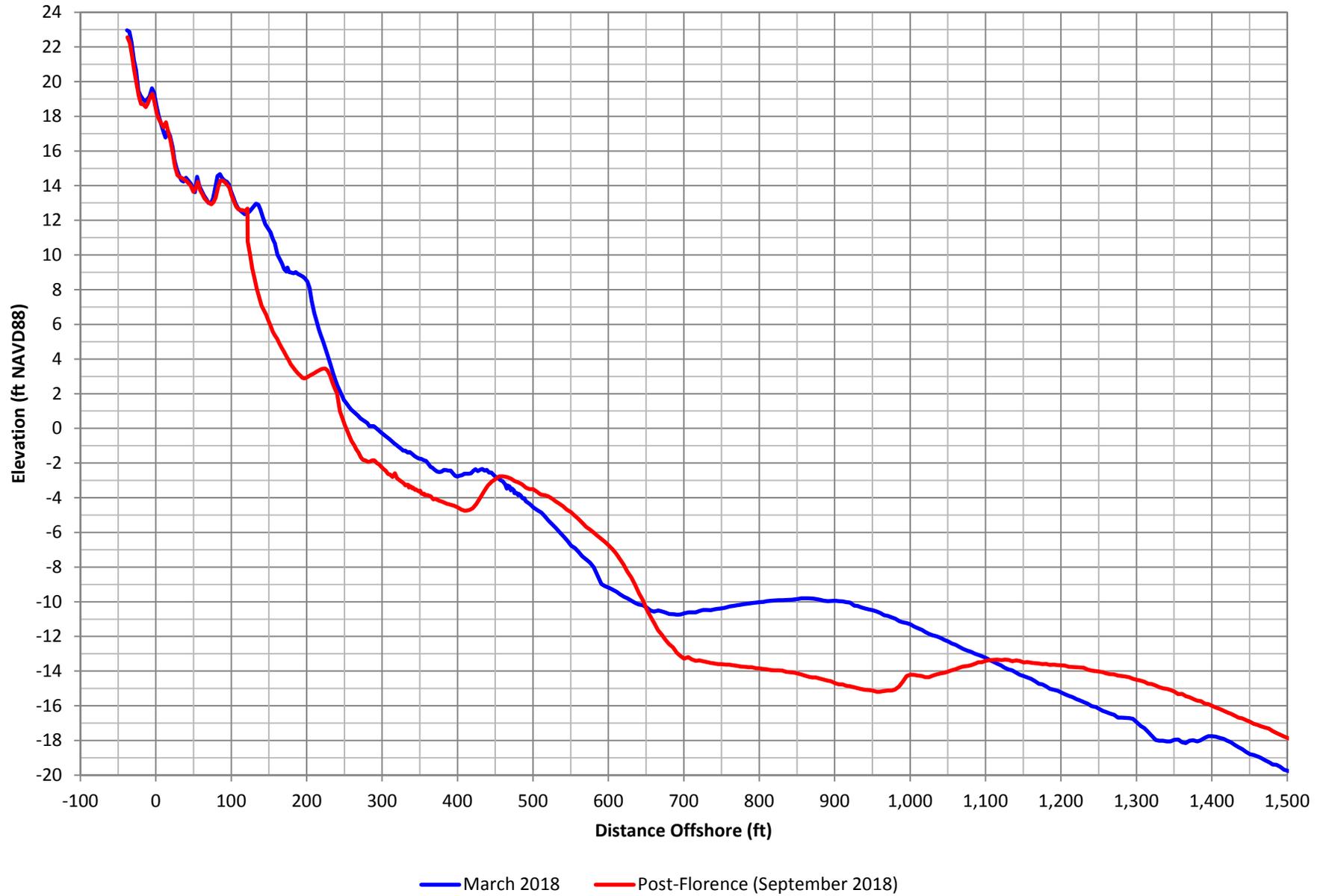
Bogue Banks Transect 53



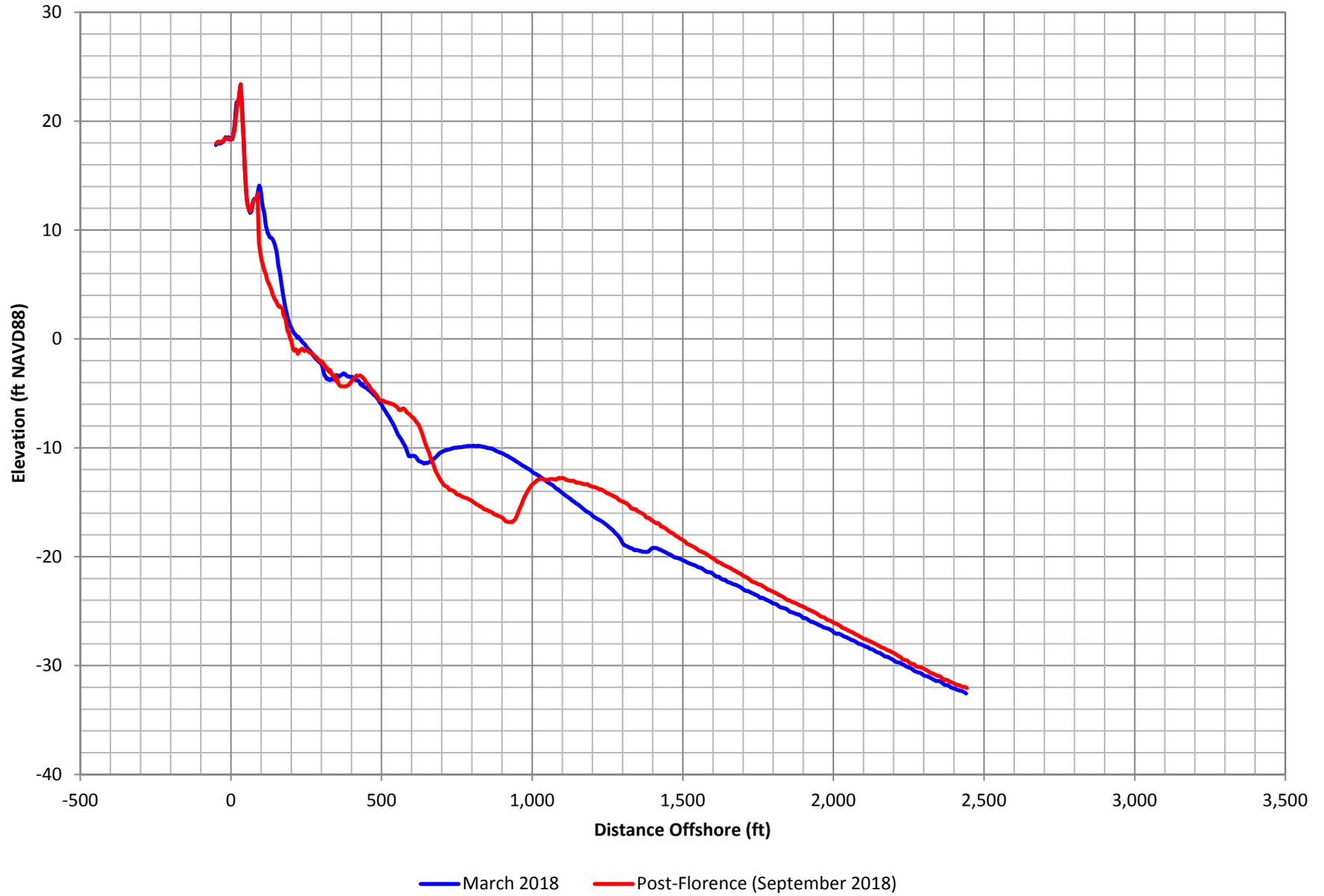
Bogue Banks Transect 54



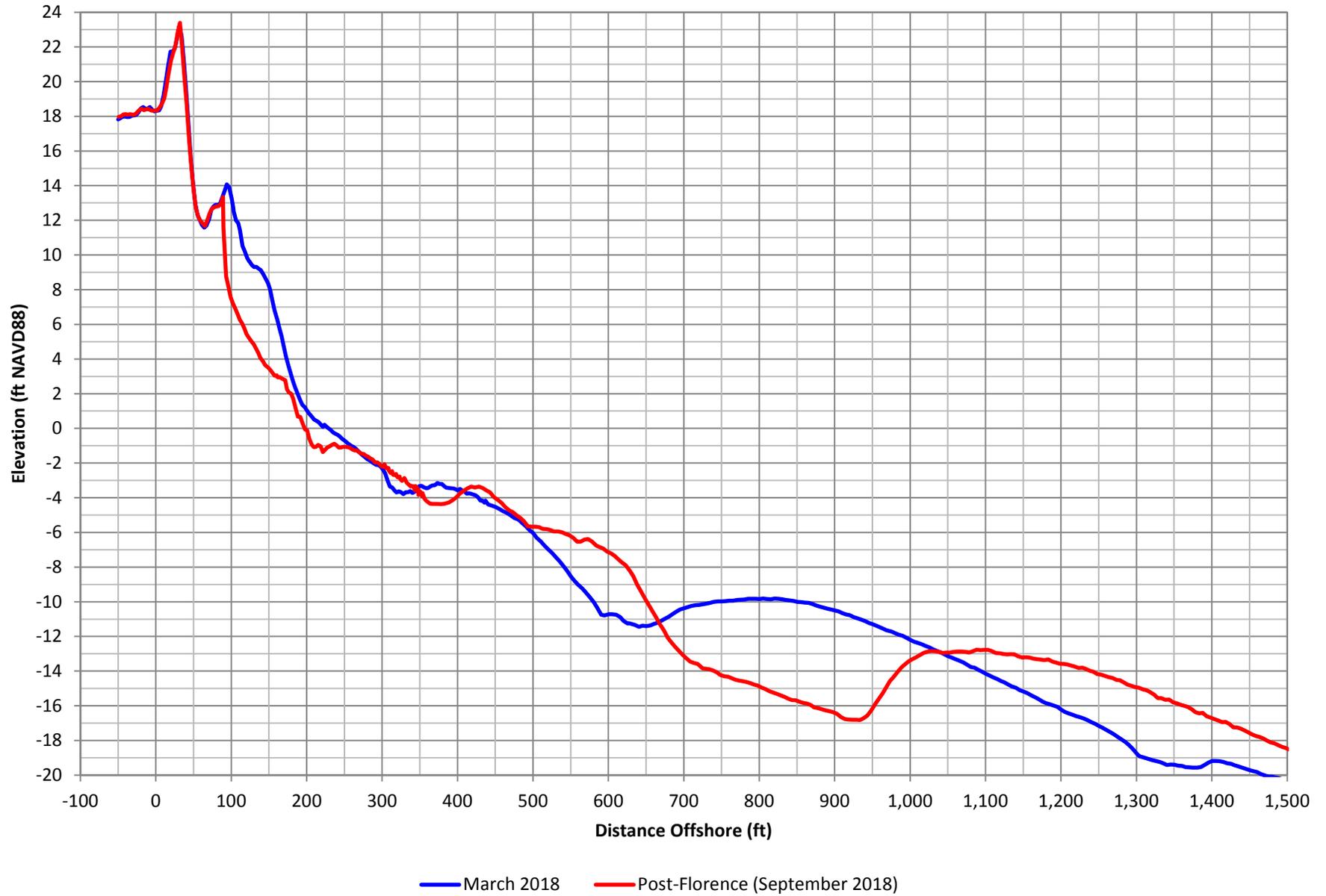
Bogue Banks Transect 54



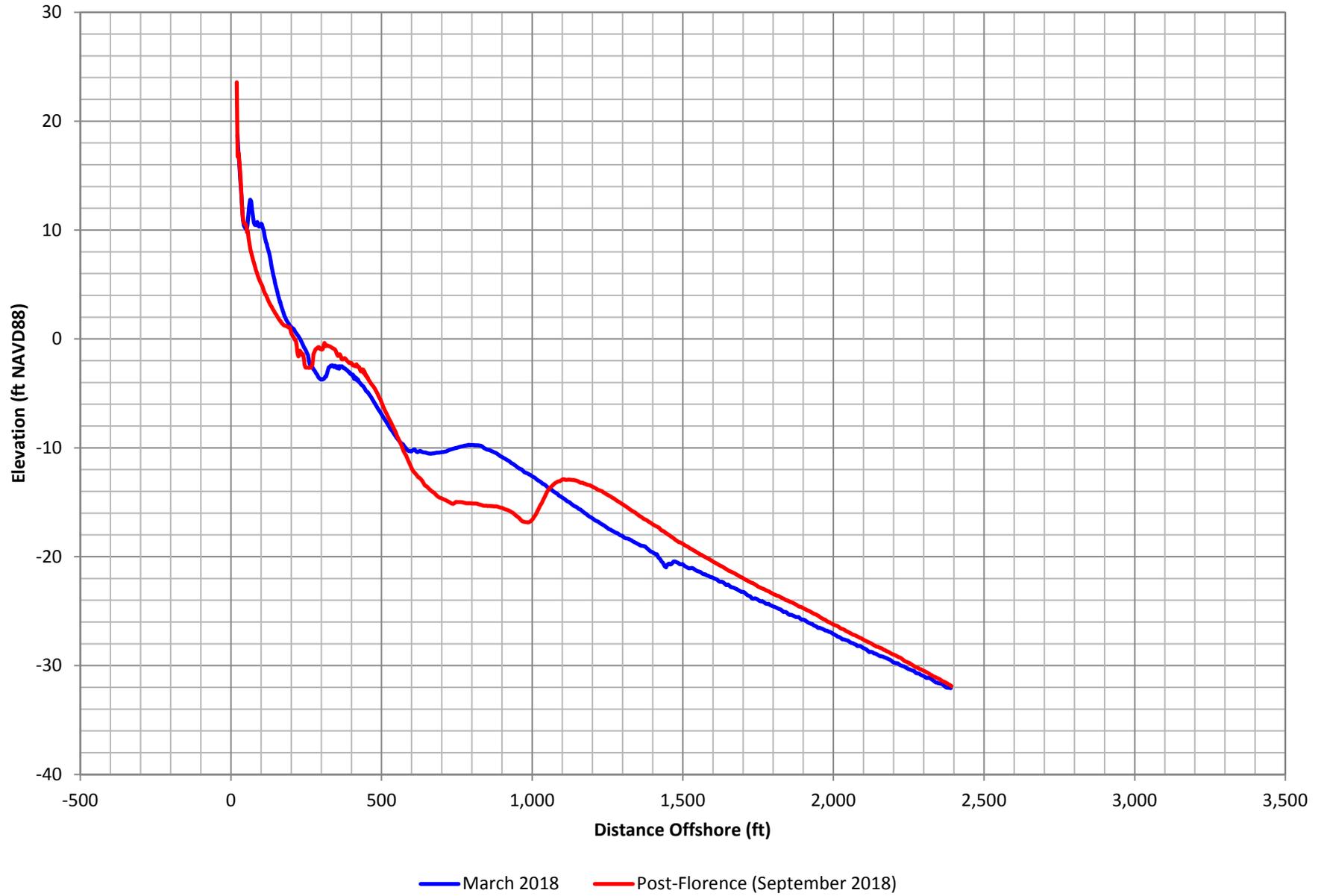
Bogue Banks Transect 55



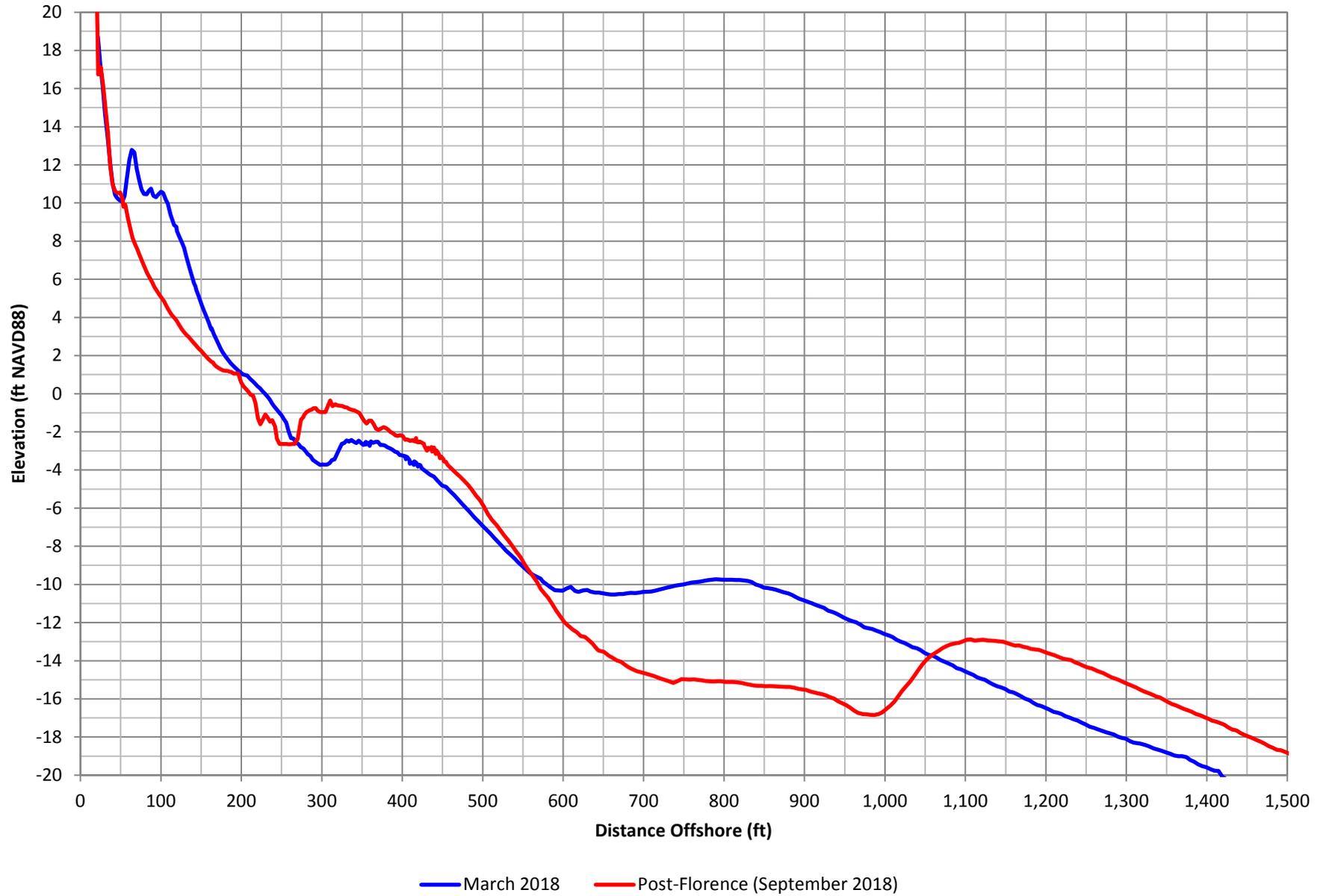
Bogue Banks Transect 55



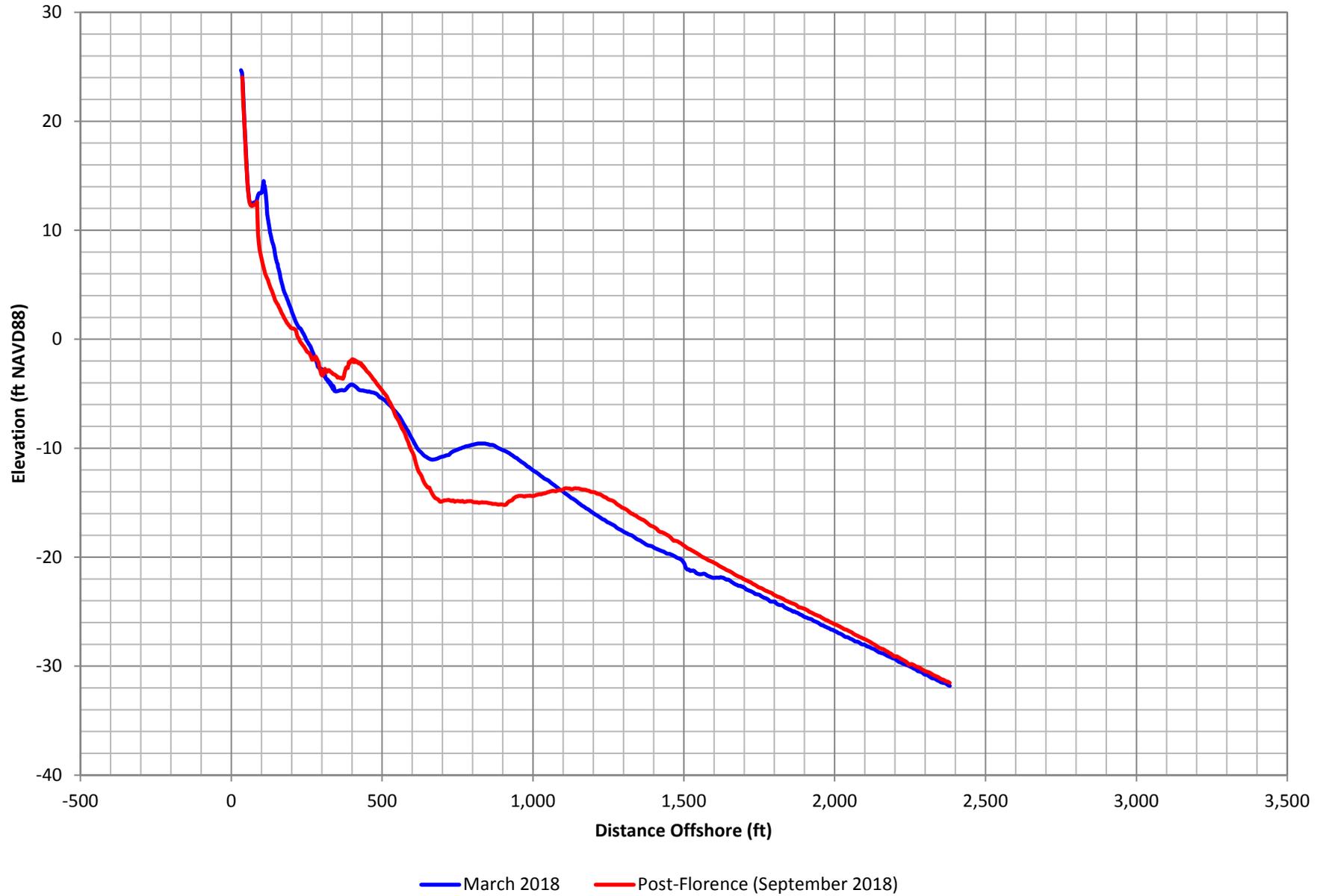
Bogue Banks Transect 56



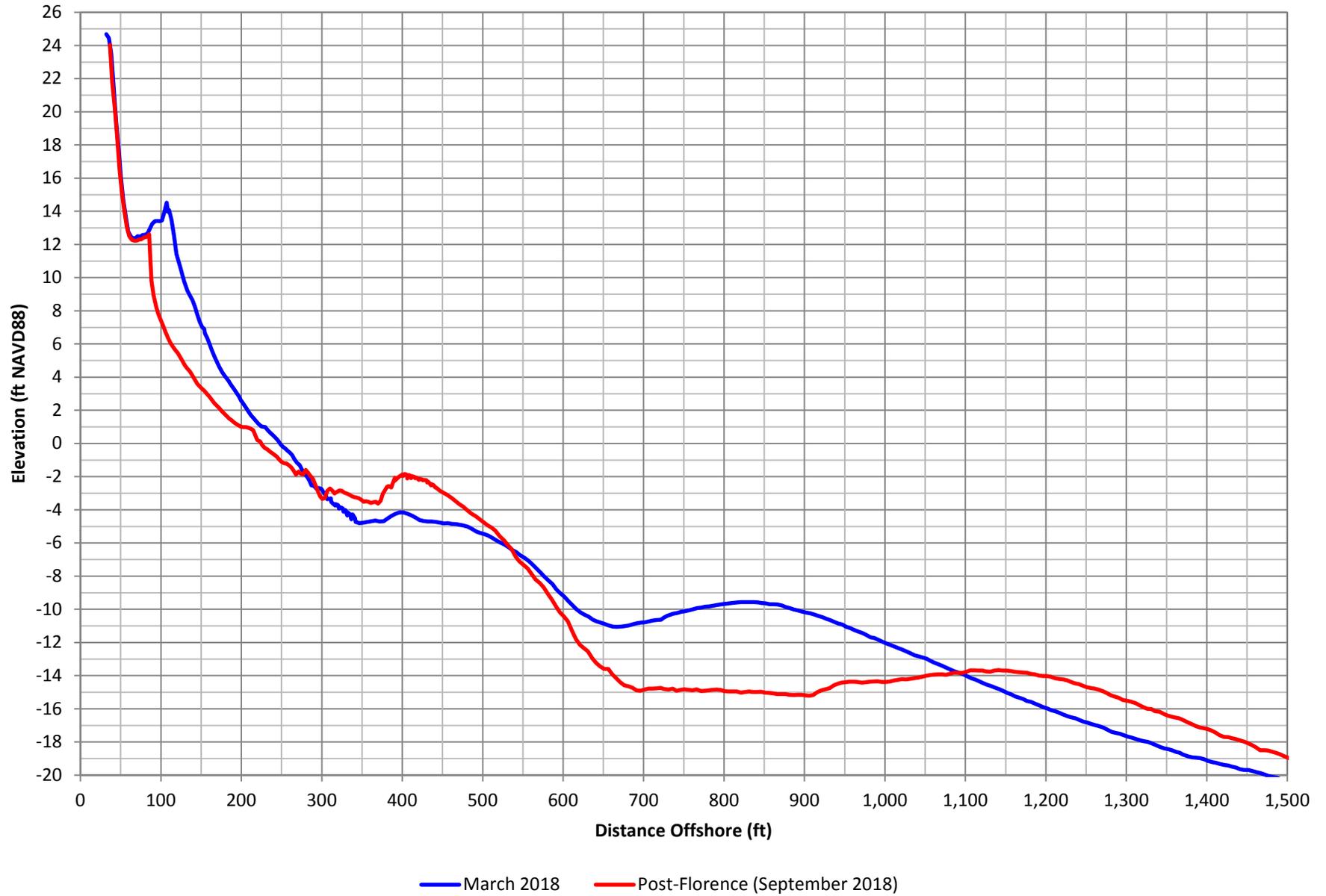
Bogue Banks Transect 56



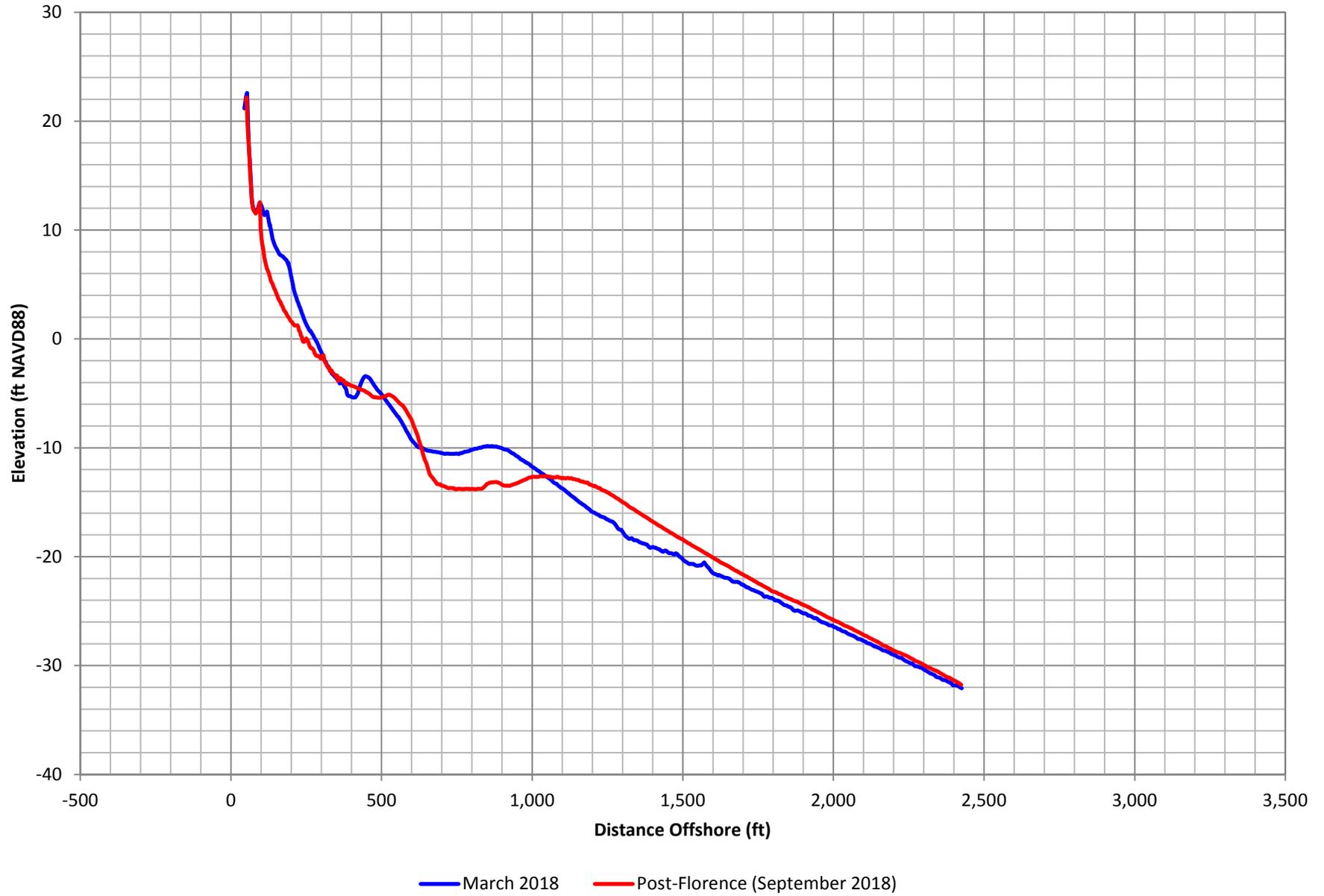
Bogue Banks Transect 57



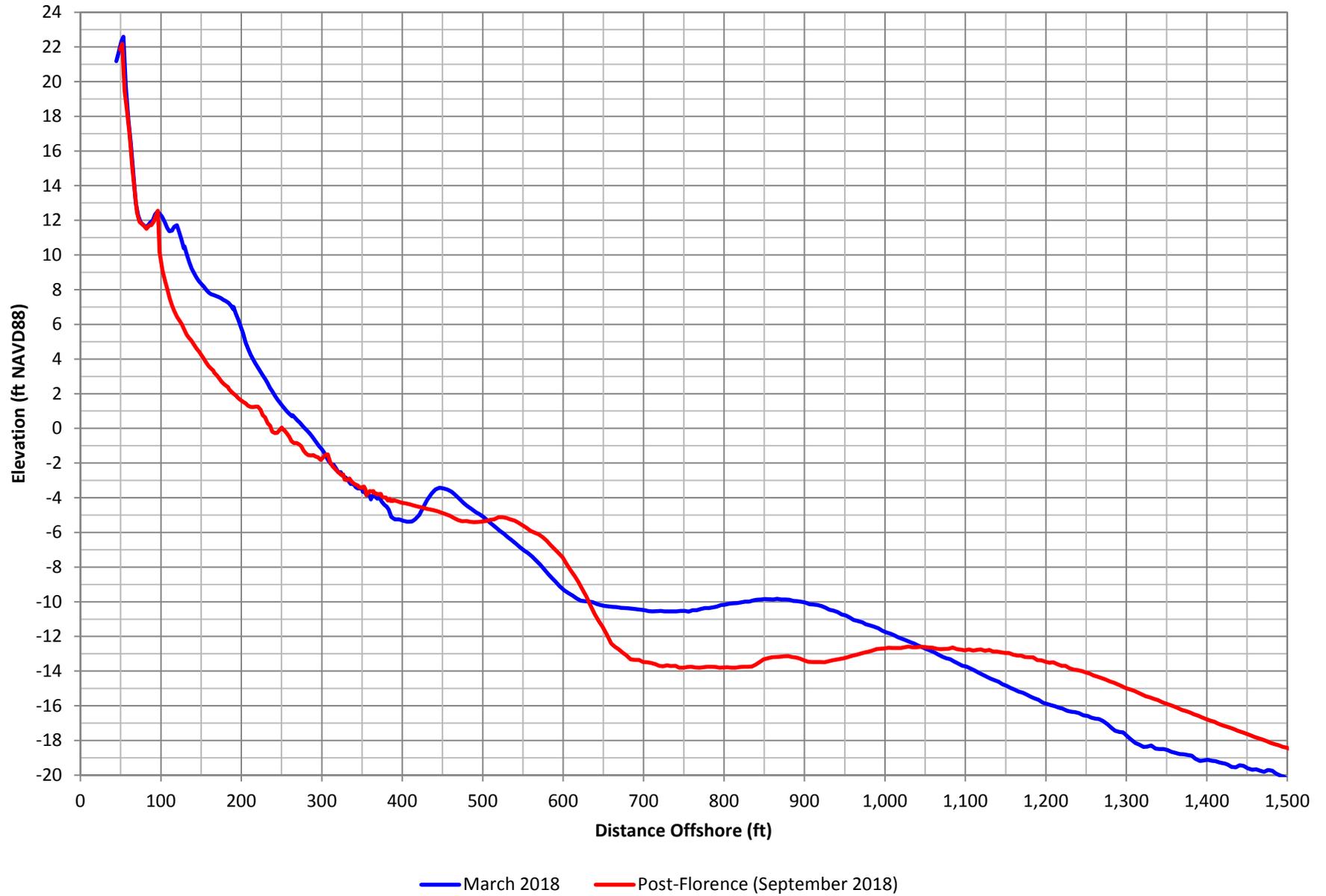
Bogue Banks Transect 57



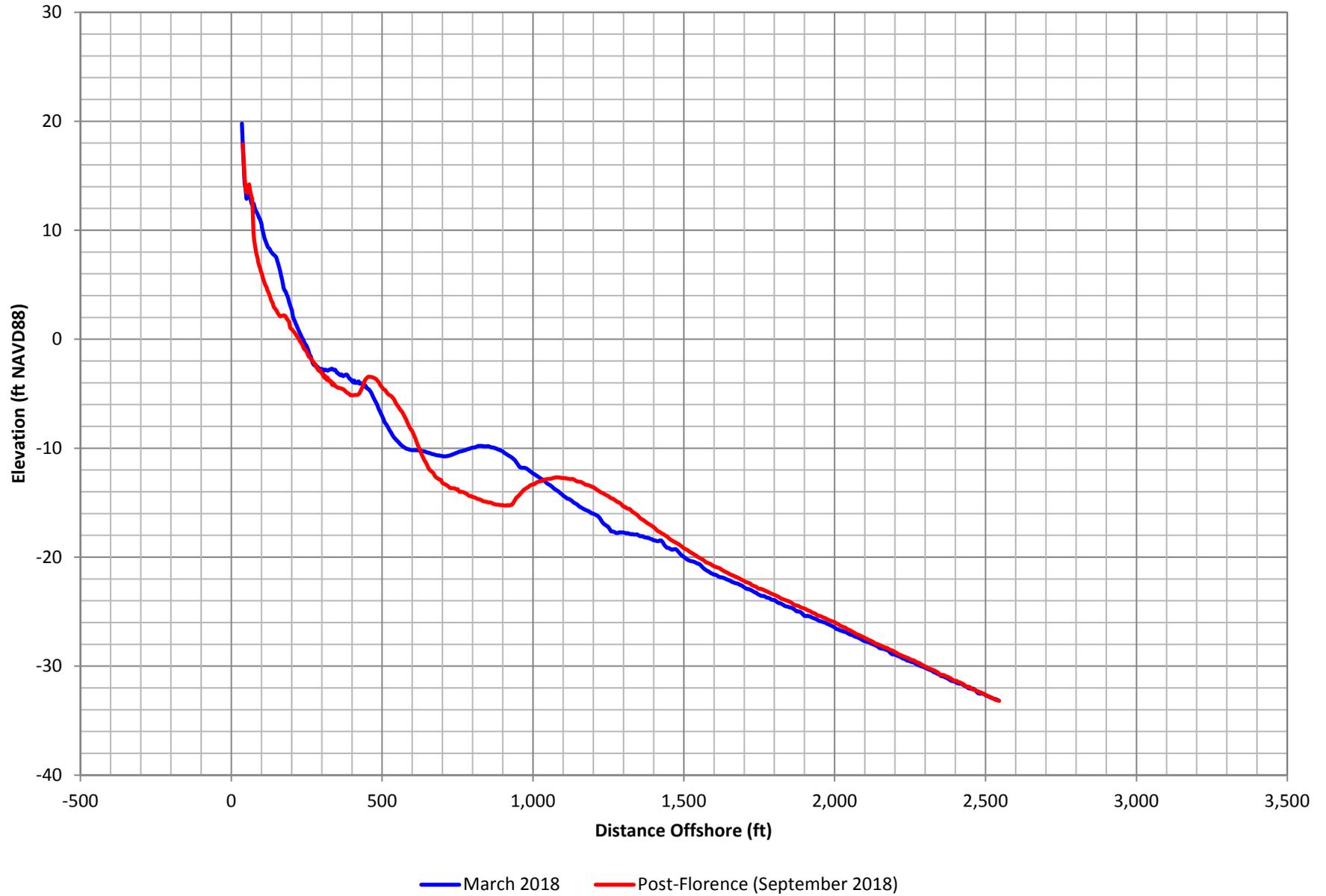
Bogue Banks Transect 58



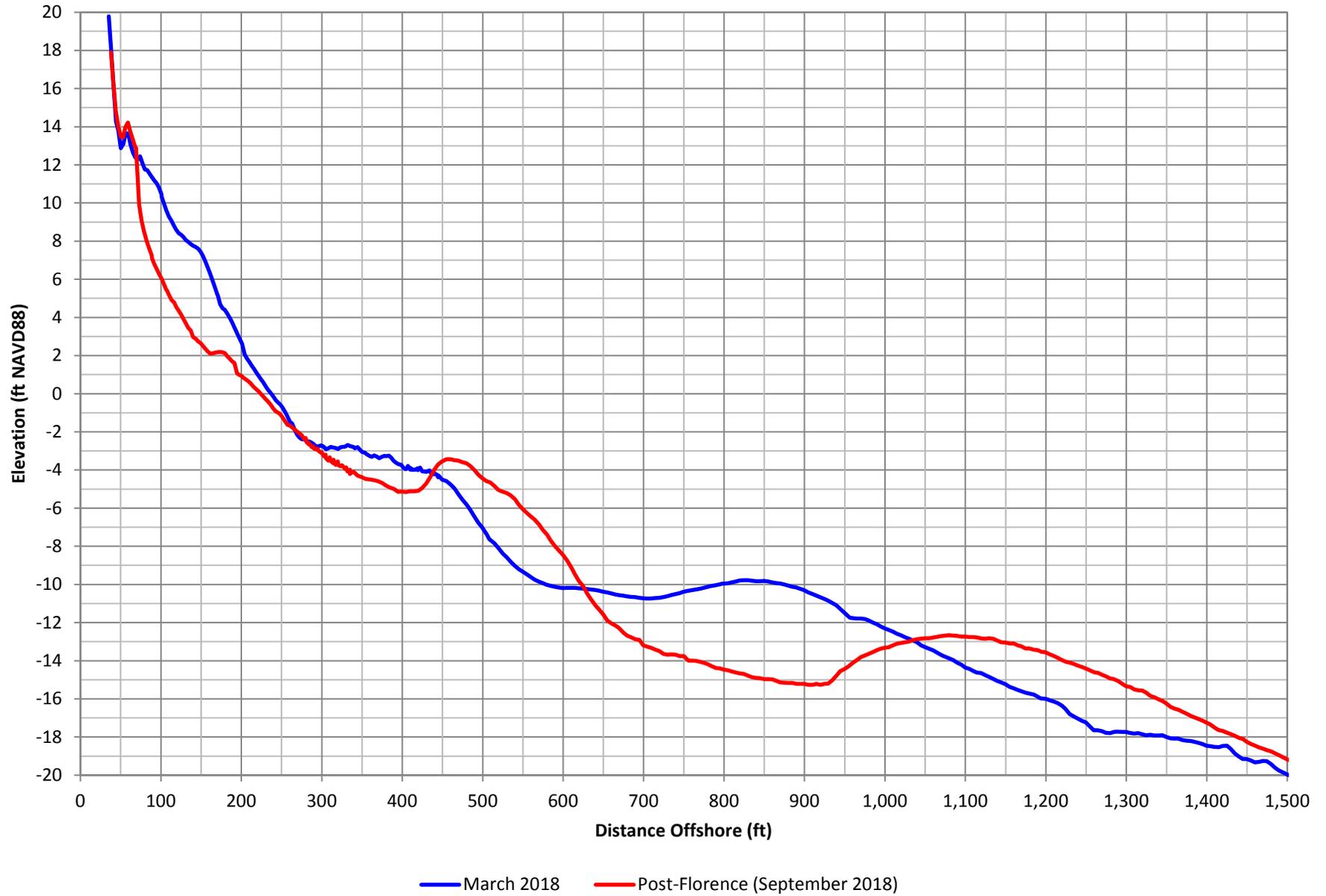
Bogue Banks Transect 58



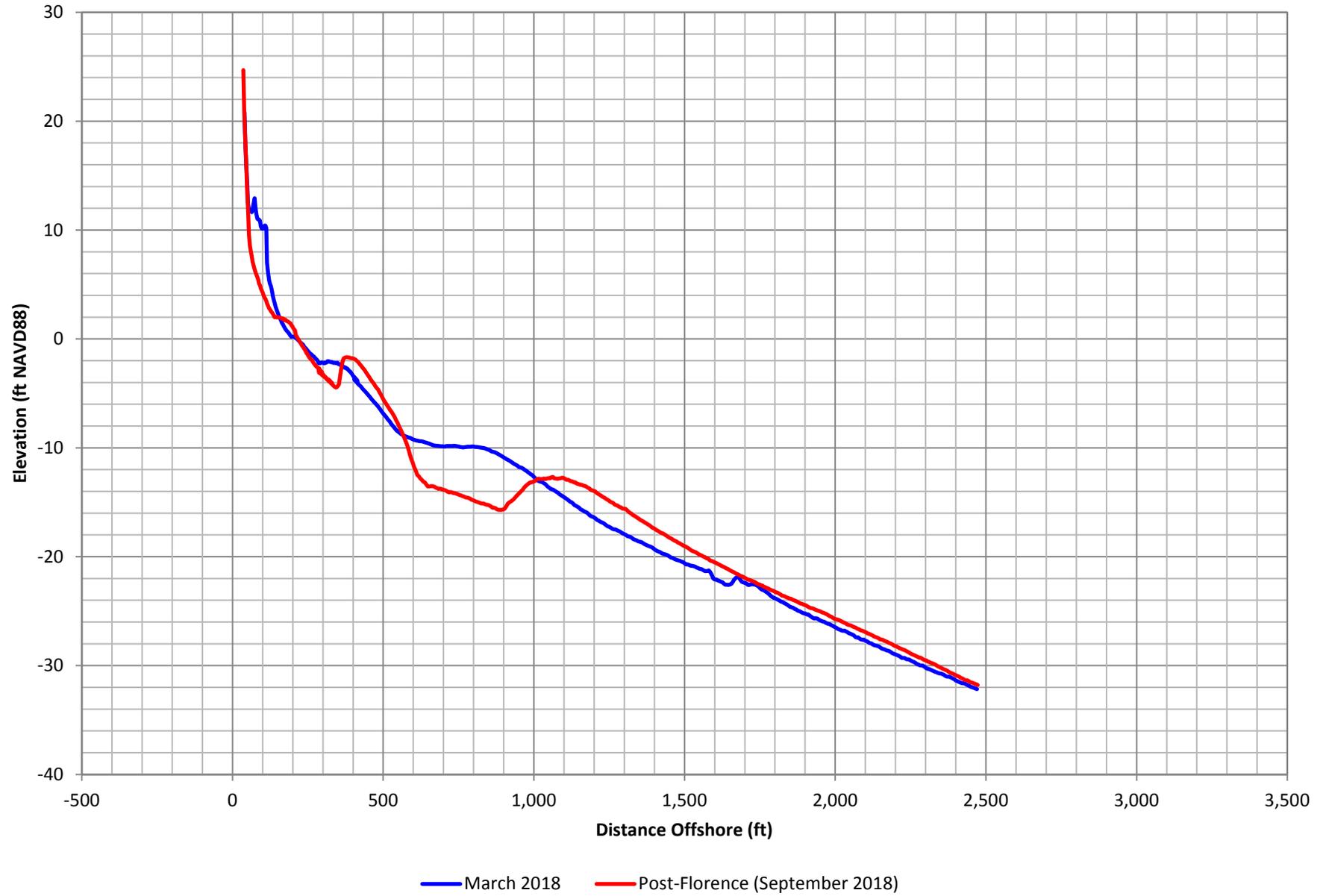
Bogue Banks Transect 59



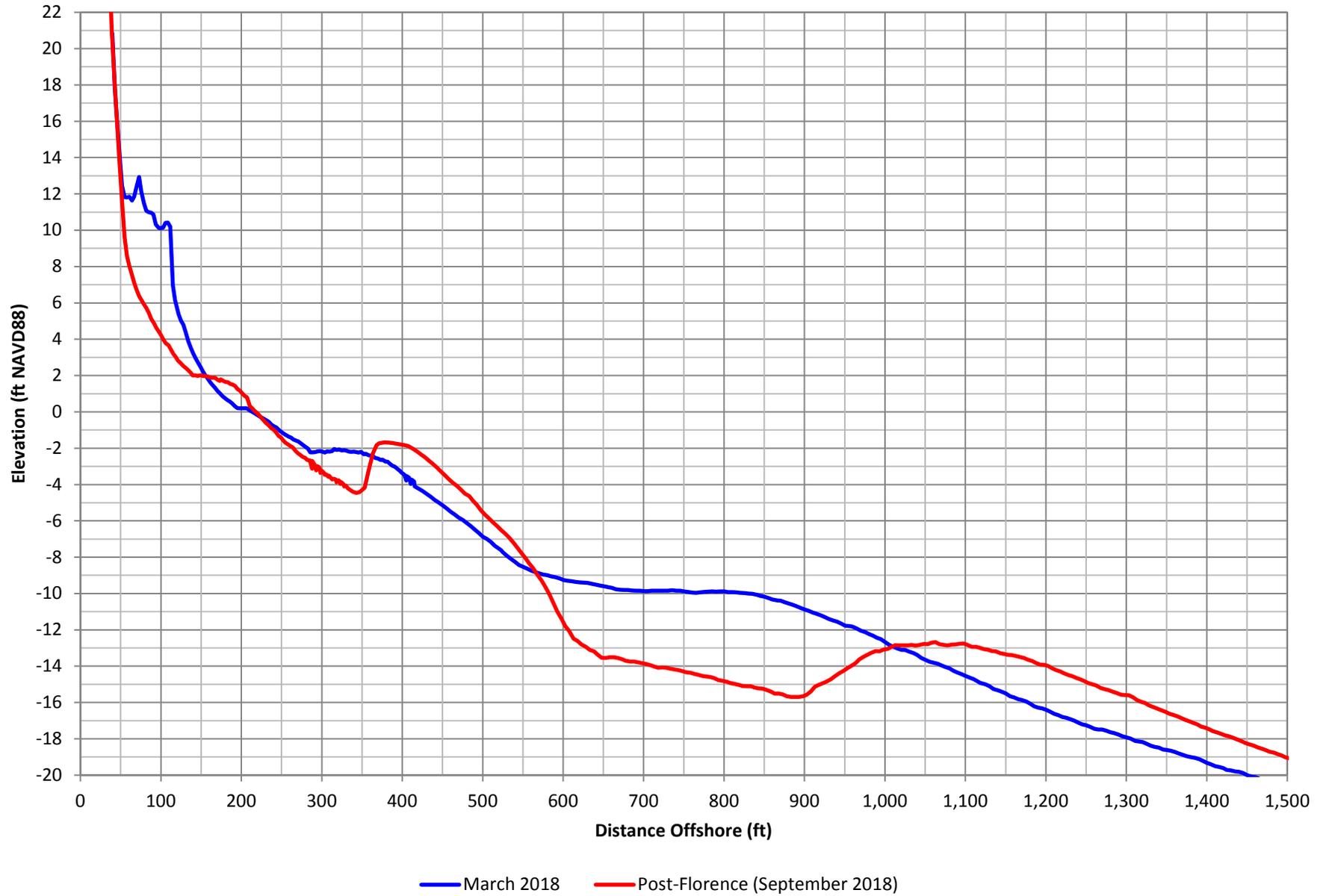
Bogue Banks Transect 59



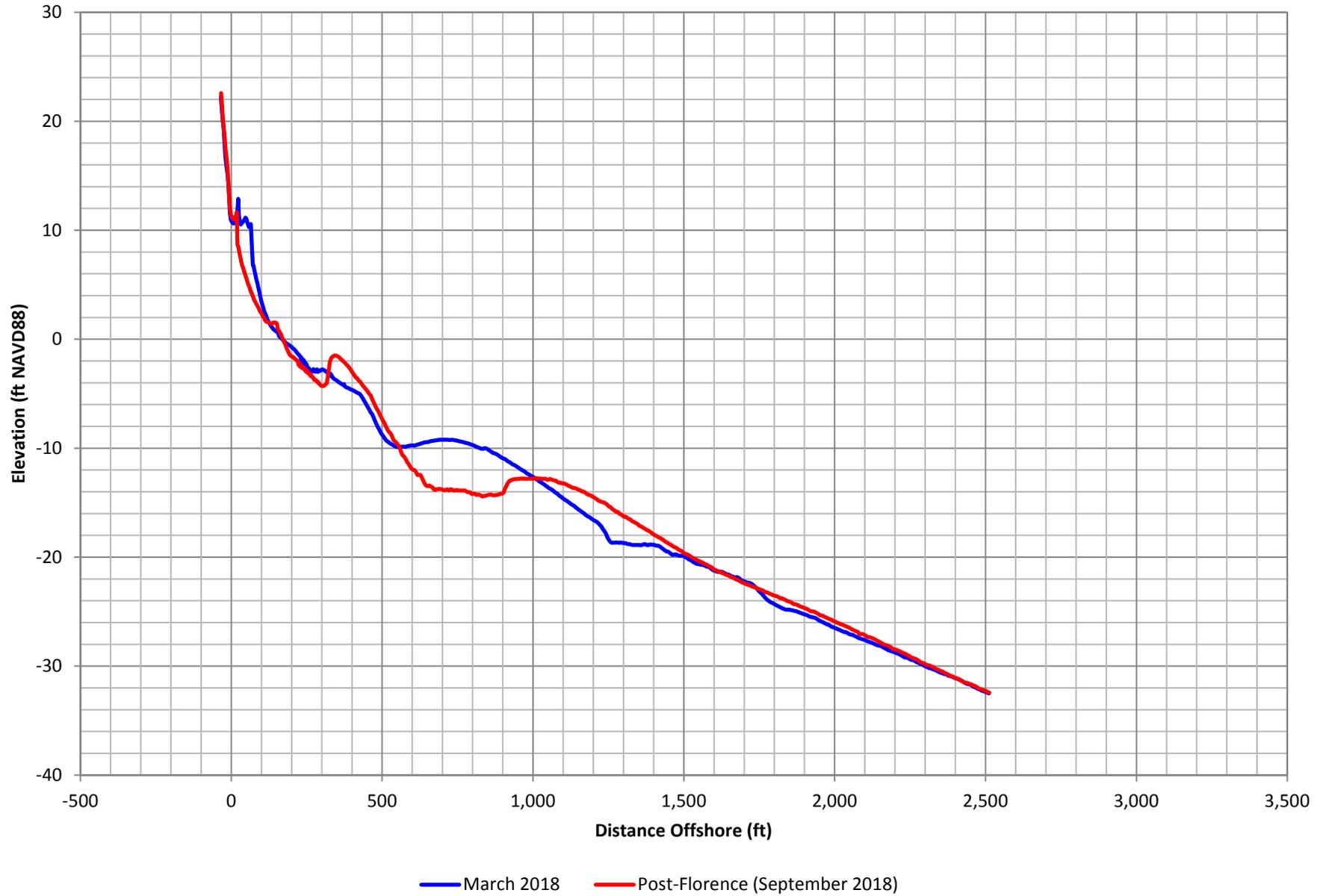
Bogue Banks Transect 60



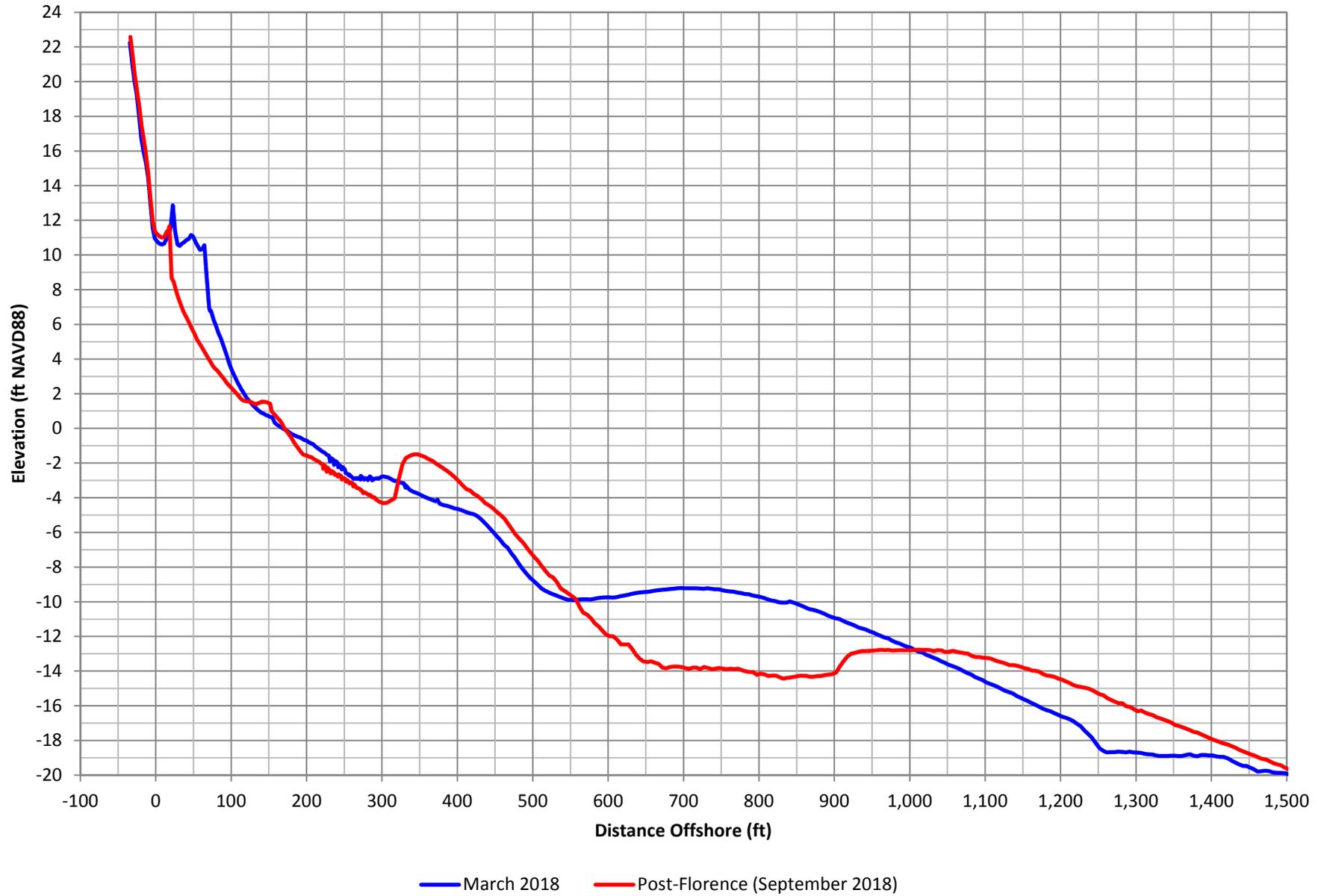
Bogue Banks Transect 60



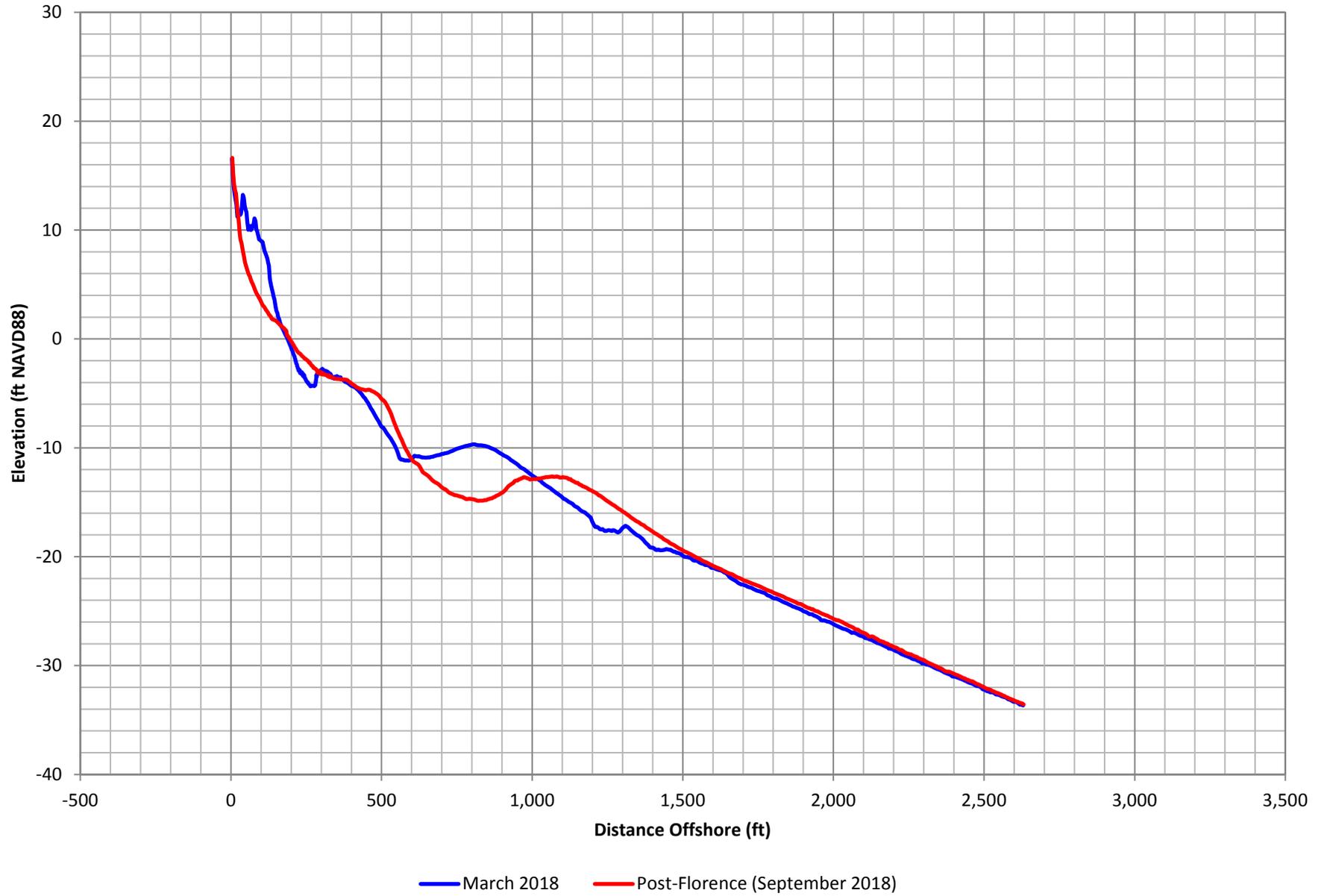
Bogue Banks Transect 61



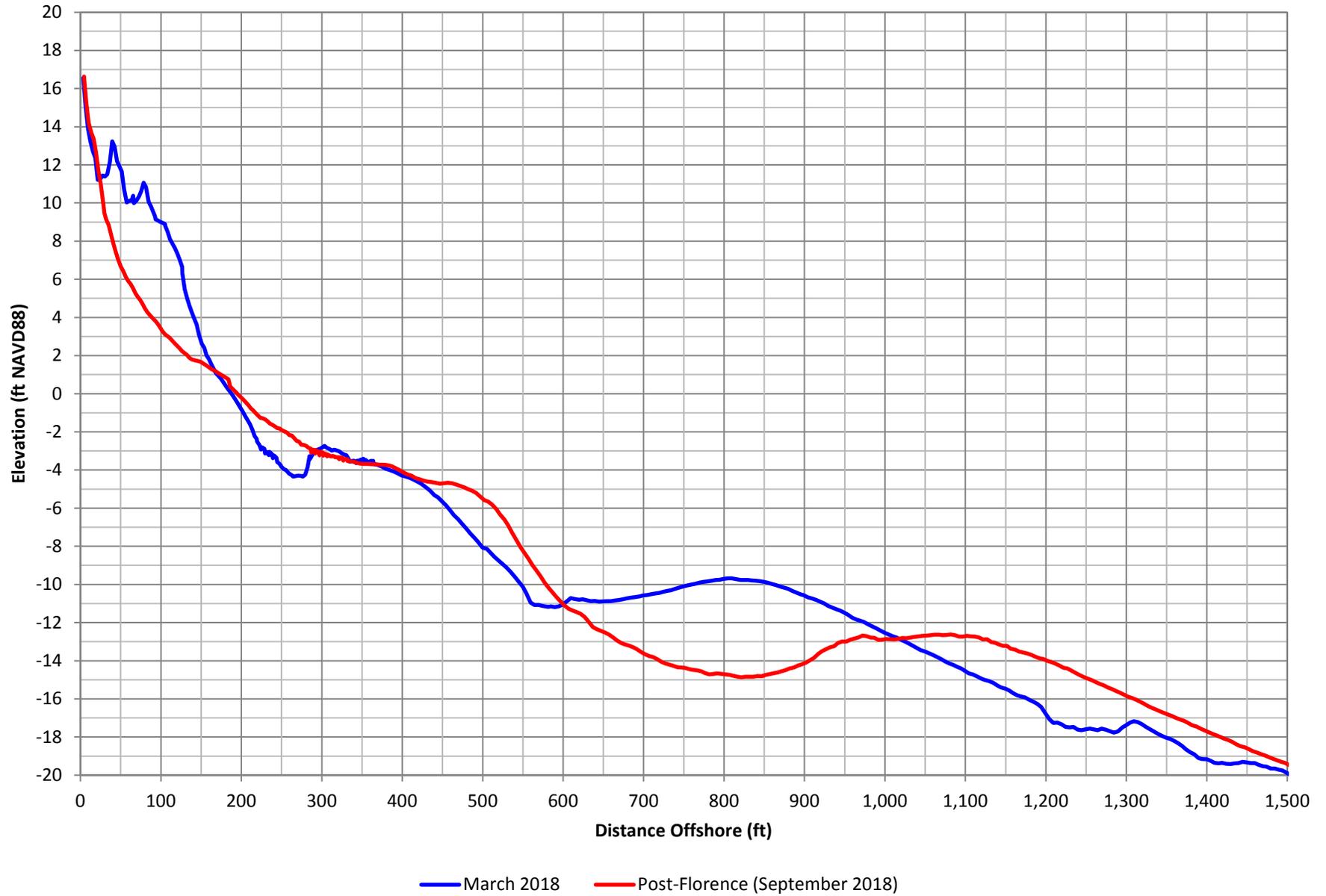
Bogue Banks Transect 61



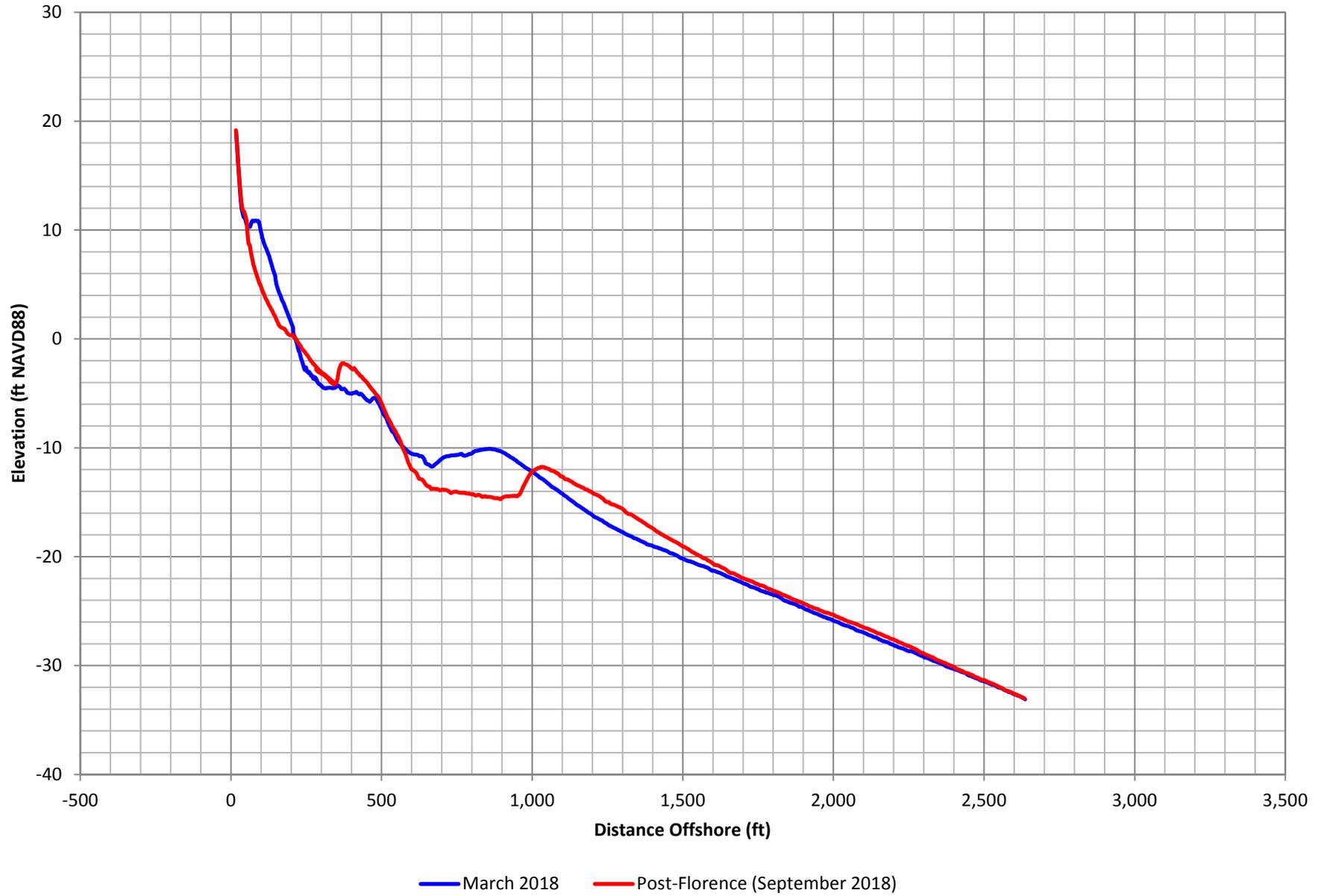
Bogue Banks Transect 62



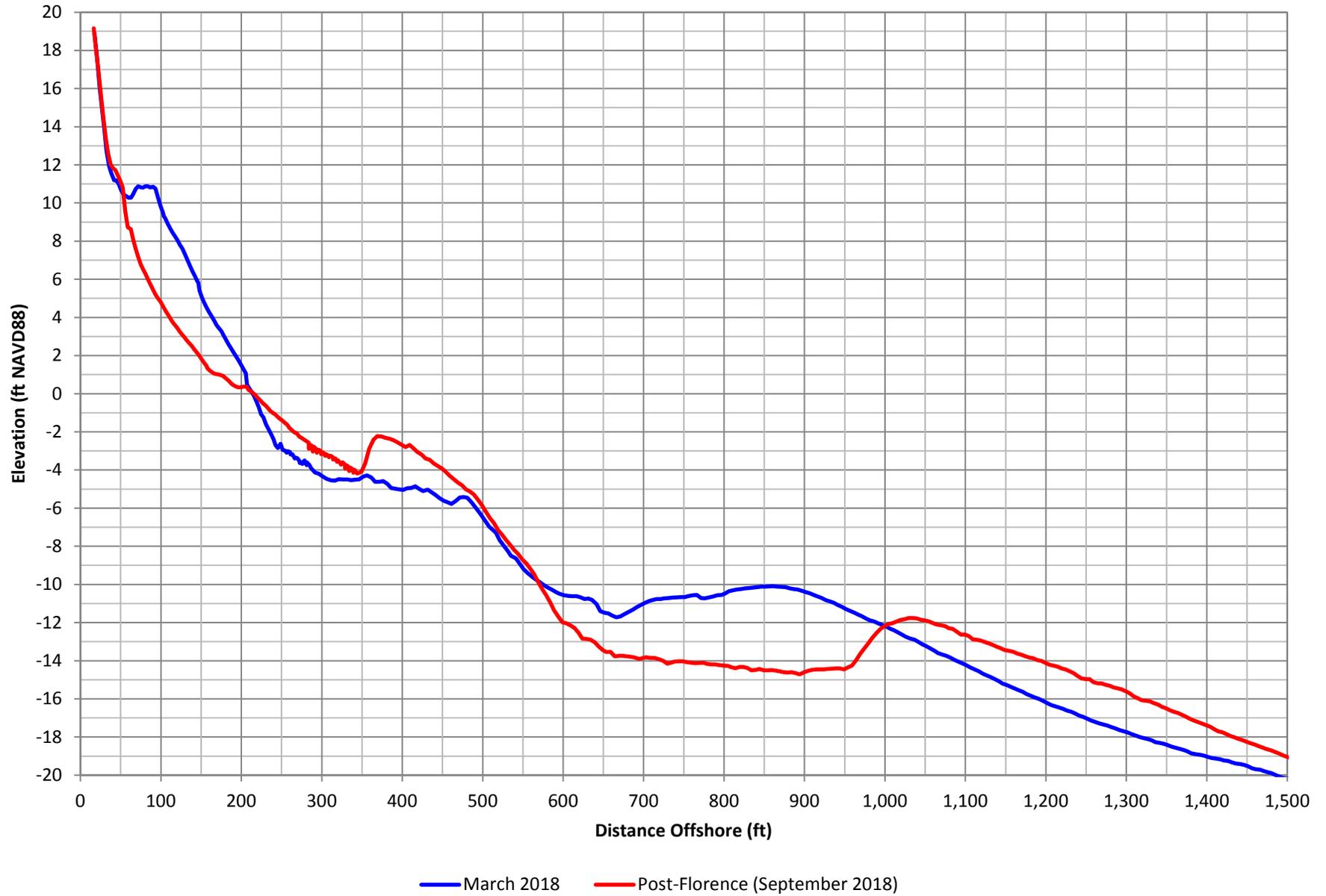
Bogue Banks Transect 62



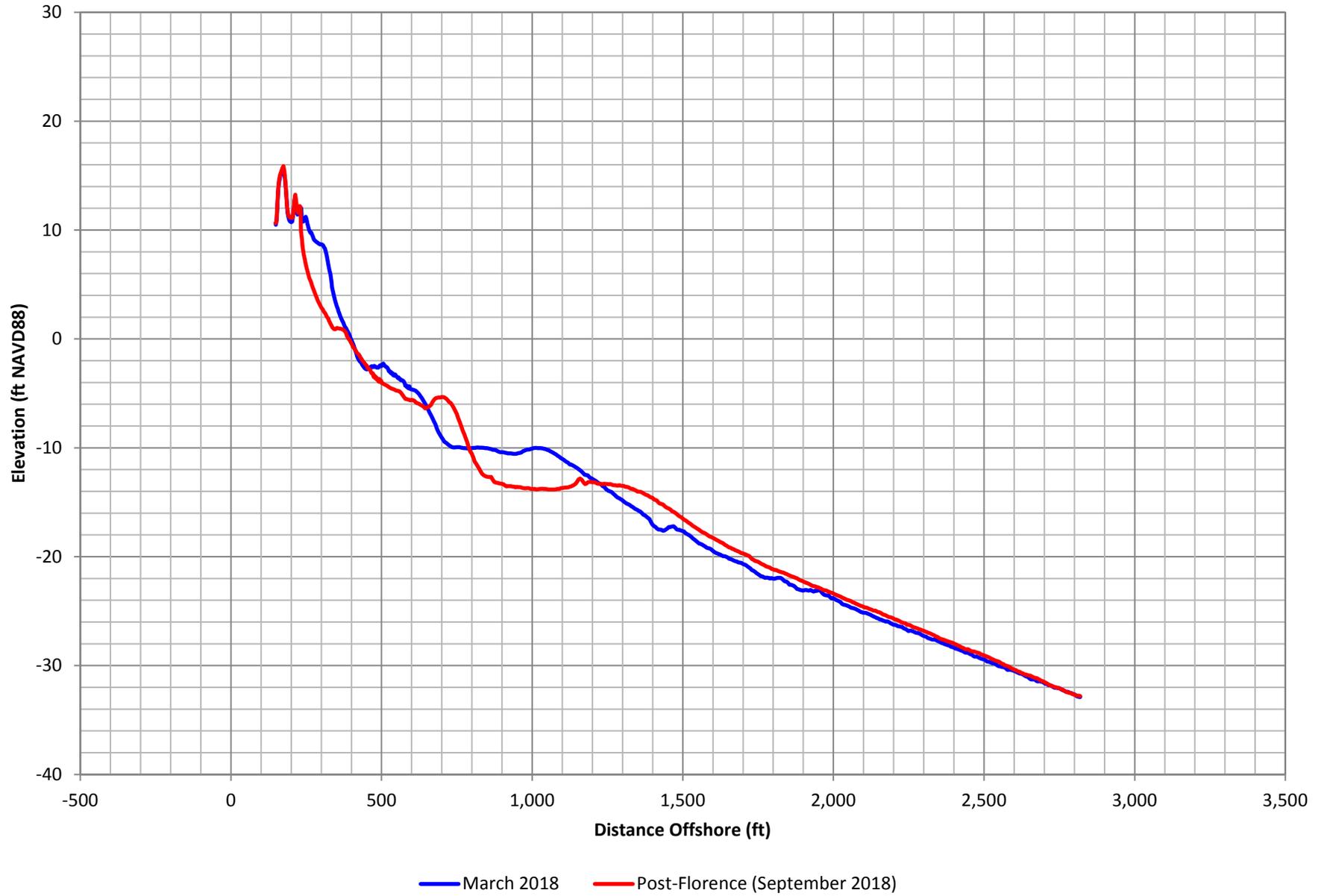
Bogue Banks Transect 63



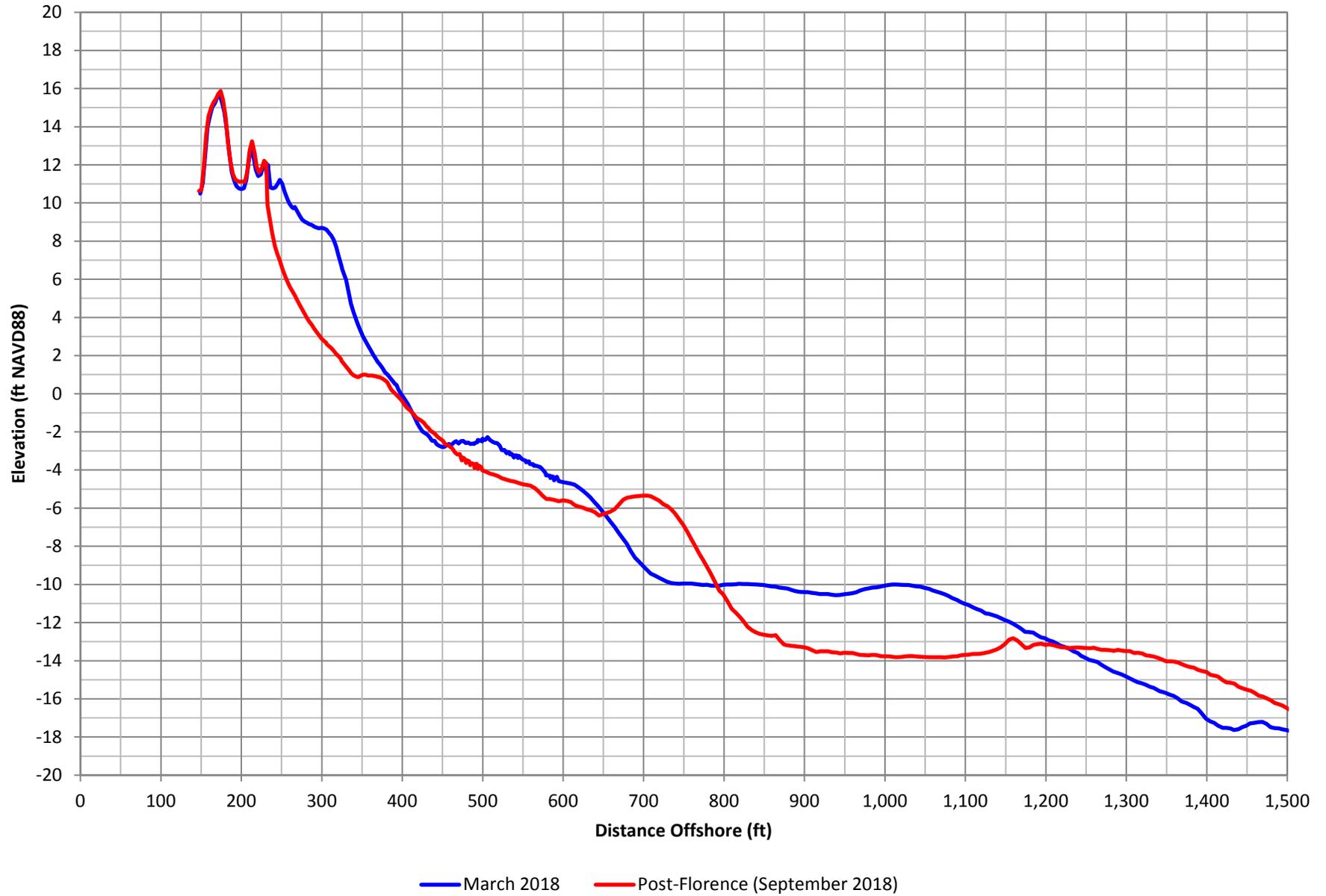
Bogue Banks Transect 63



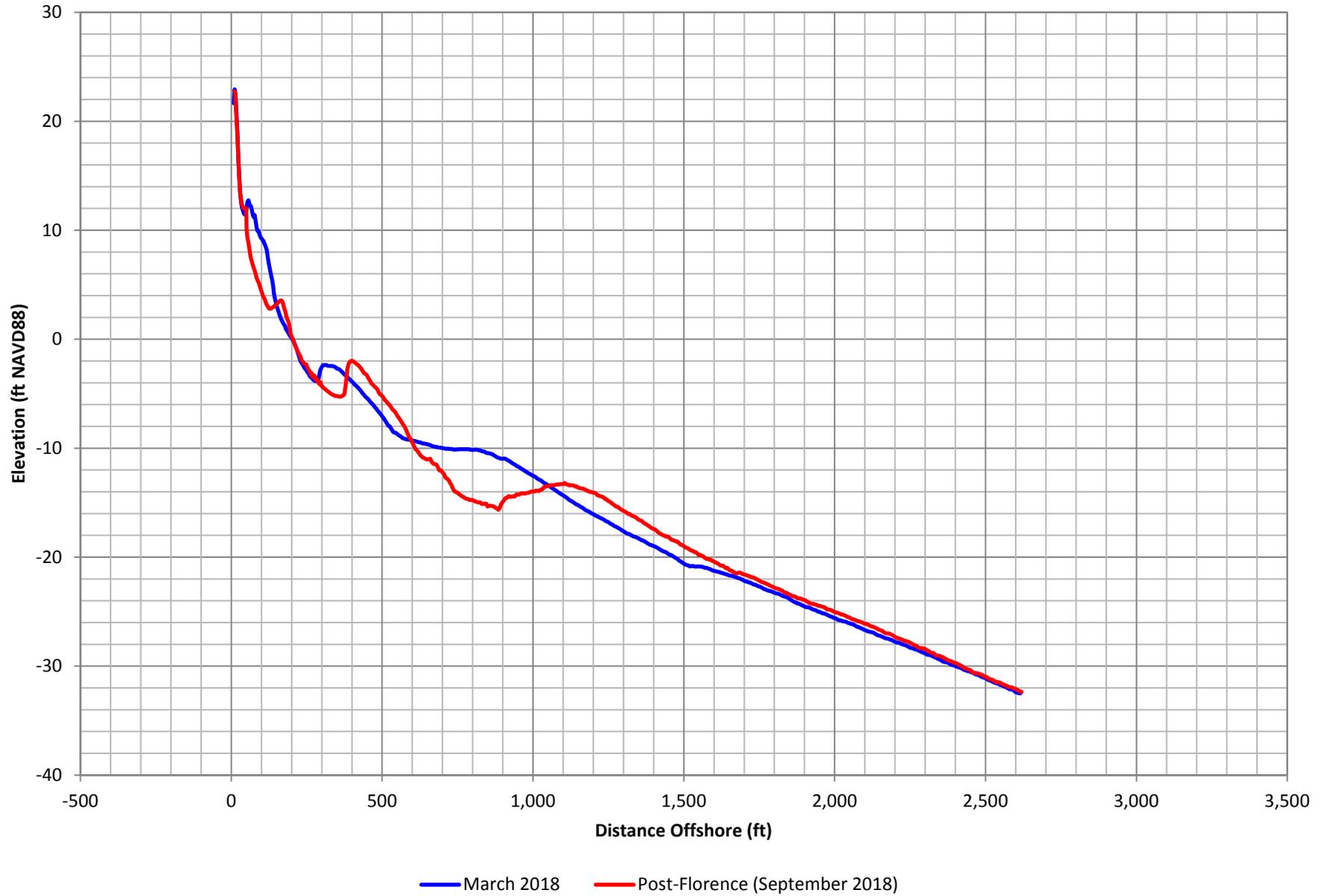
Bogue Banks Transect 64



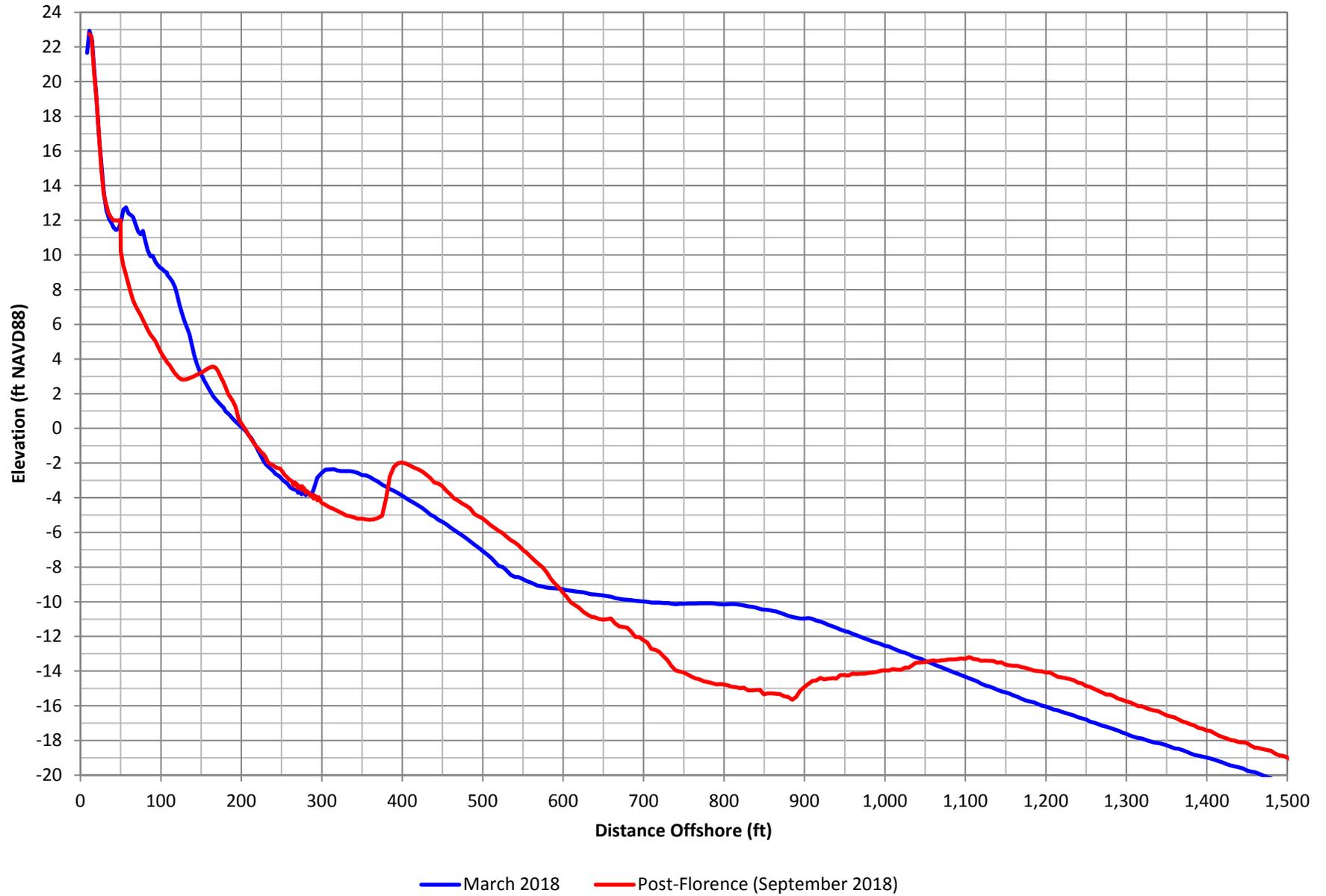
Bogue Banks Transect 64



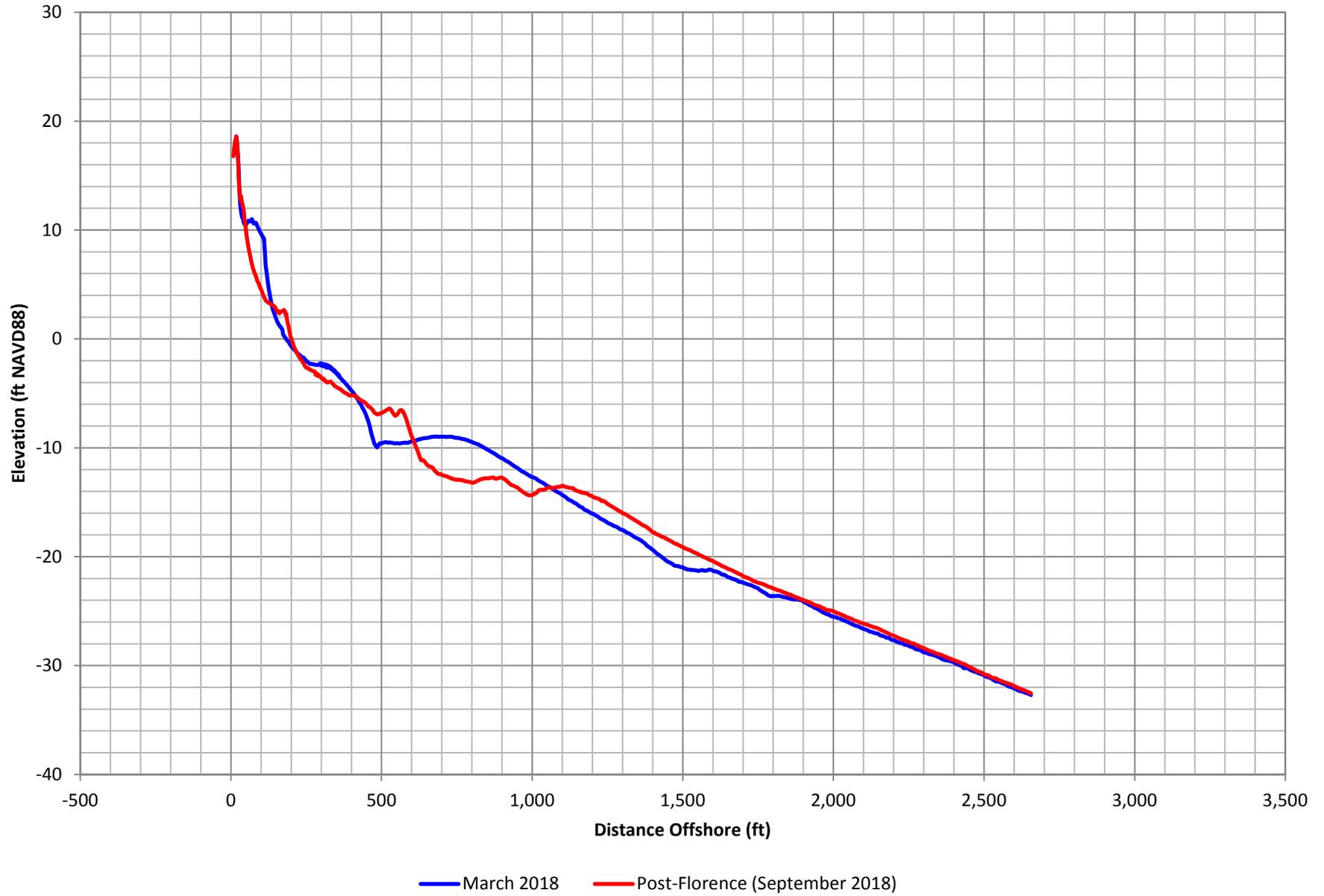
Bogue Banks Transect 65



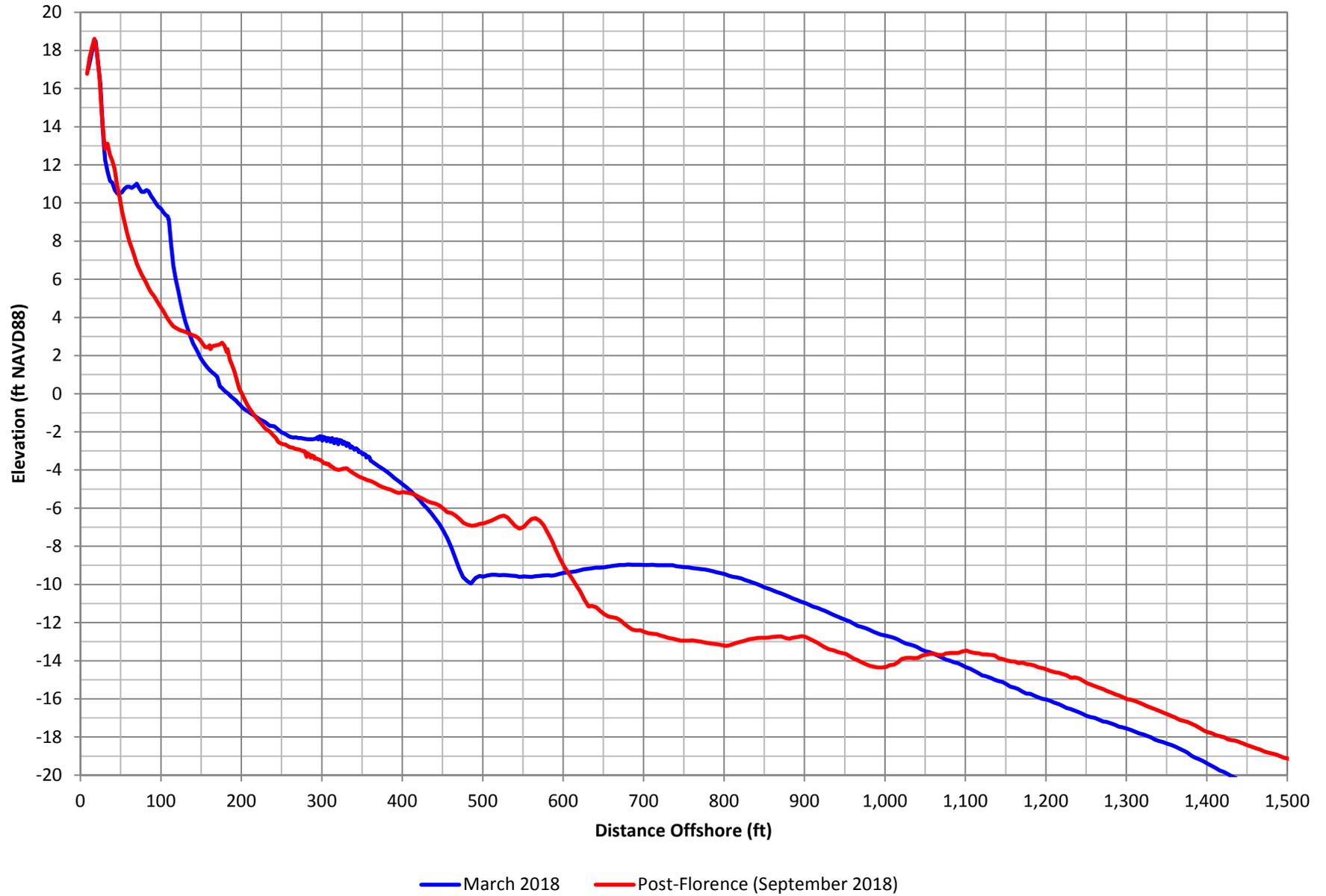
Bogue Banks Transect 65



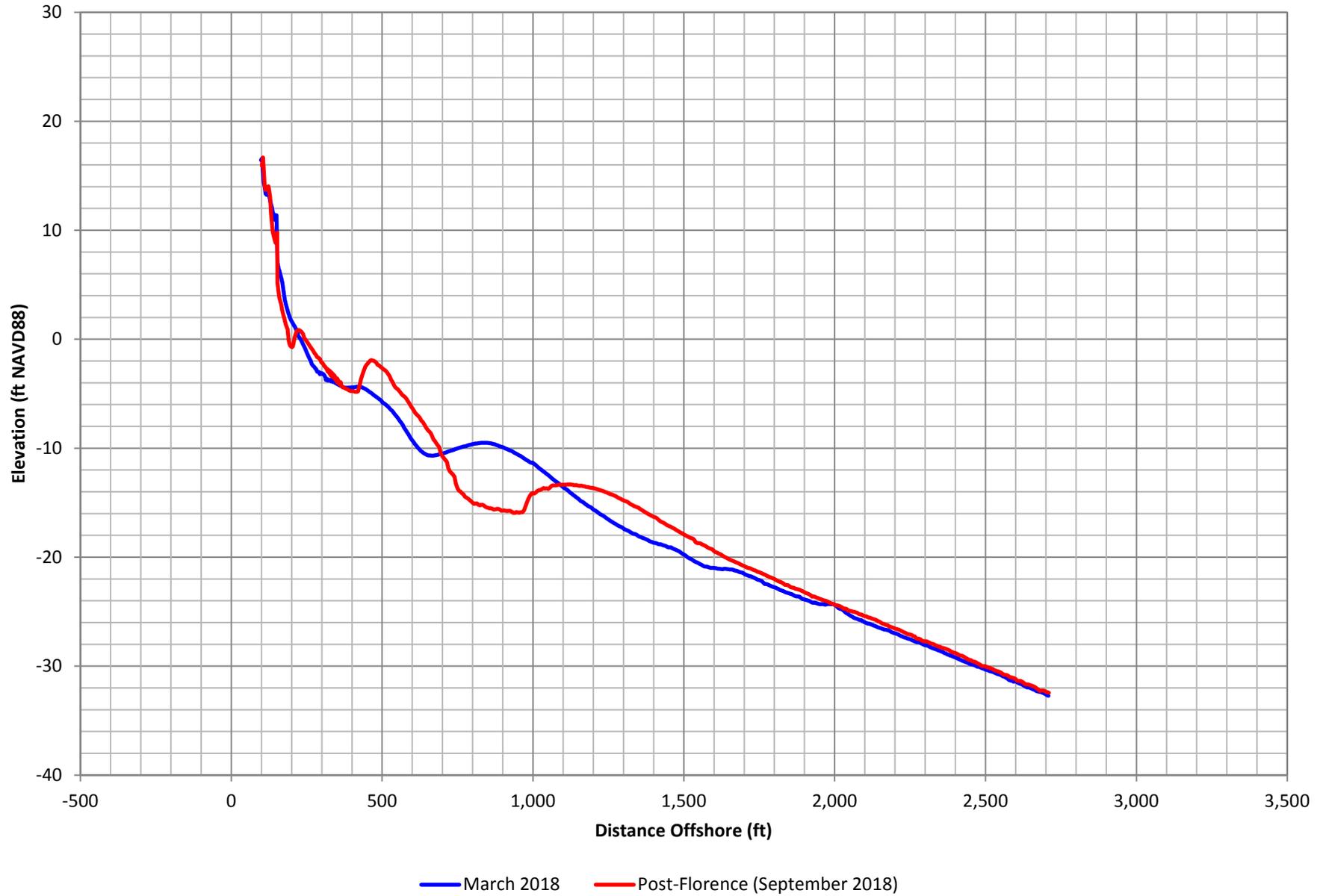
Bogue Banks Transect 66



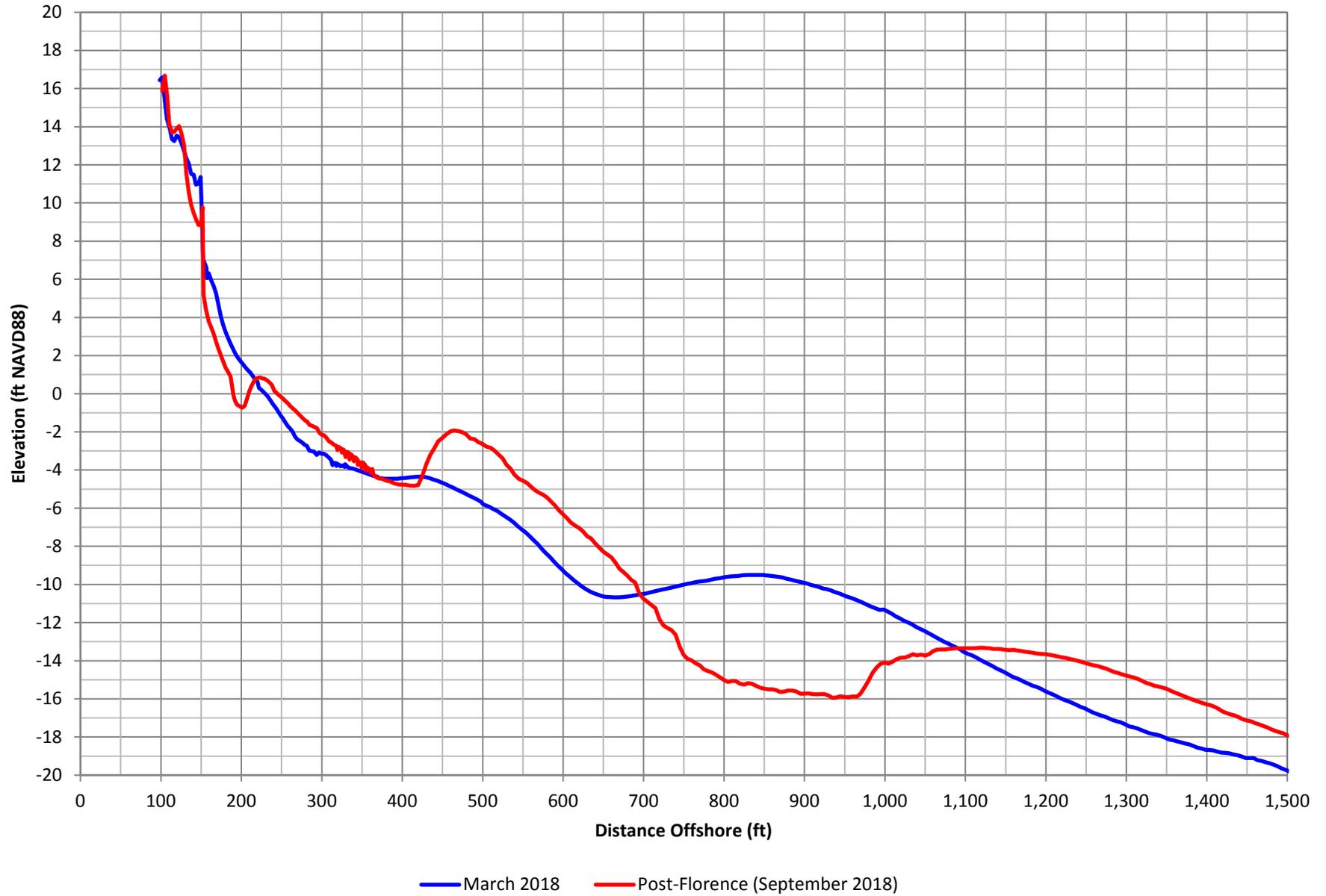
Bogue Banks Transect 66



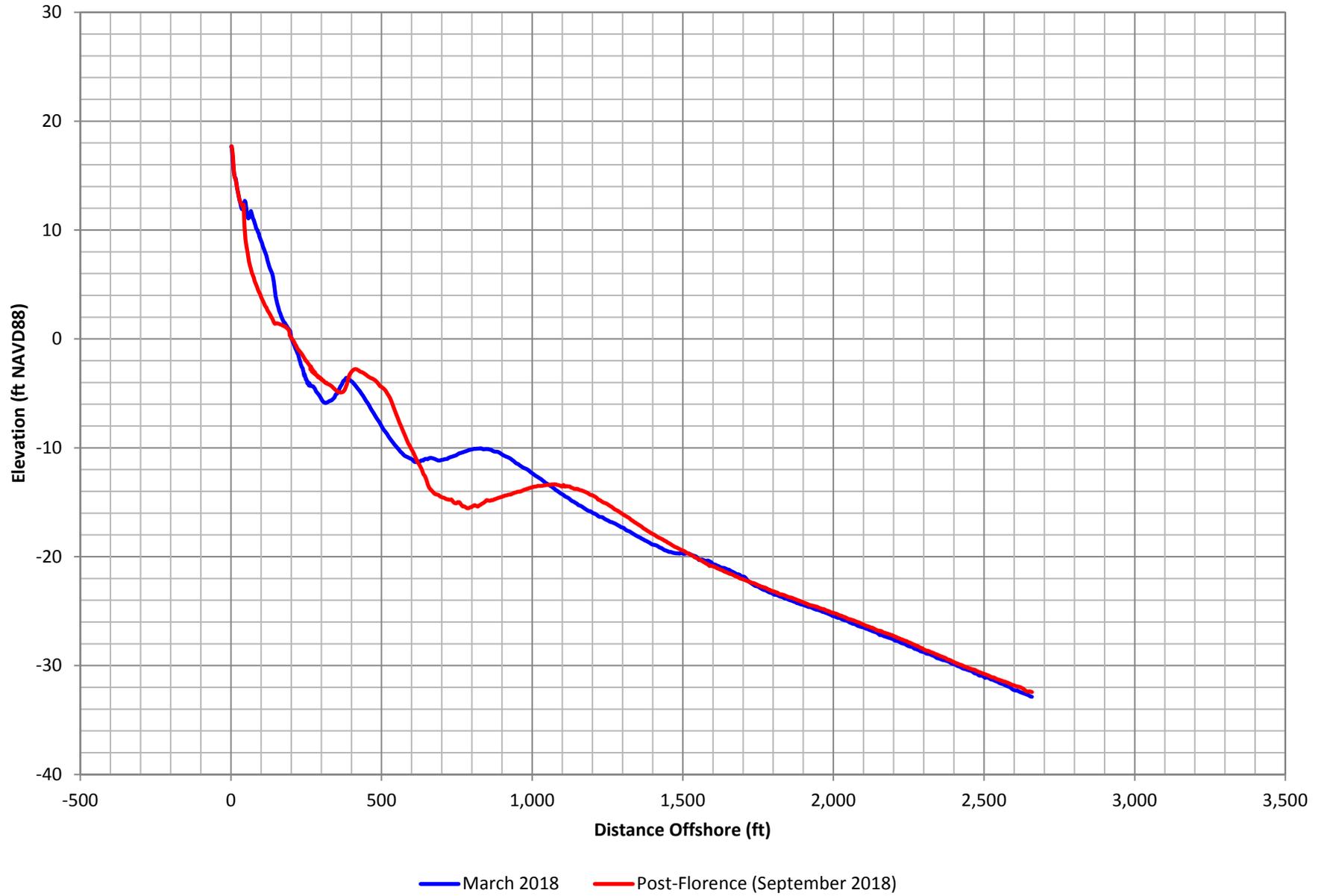
Bogue Banks Transect 67



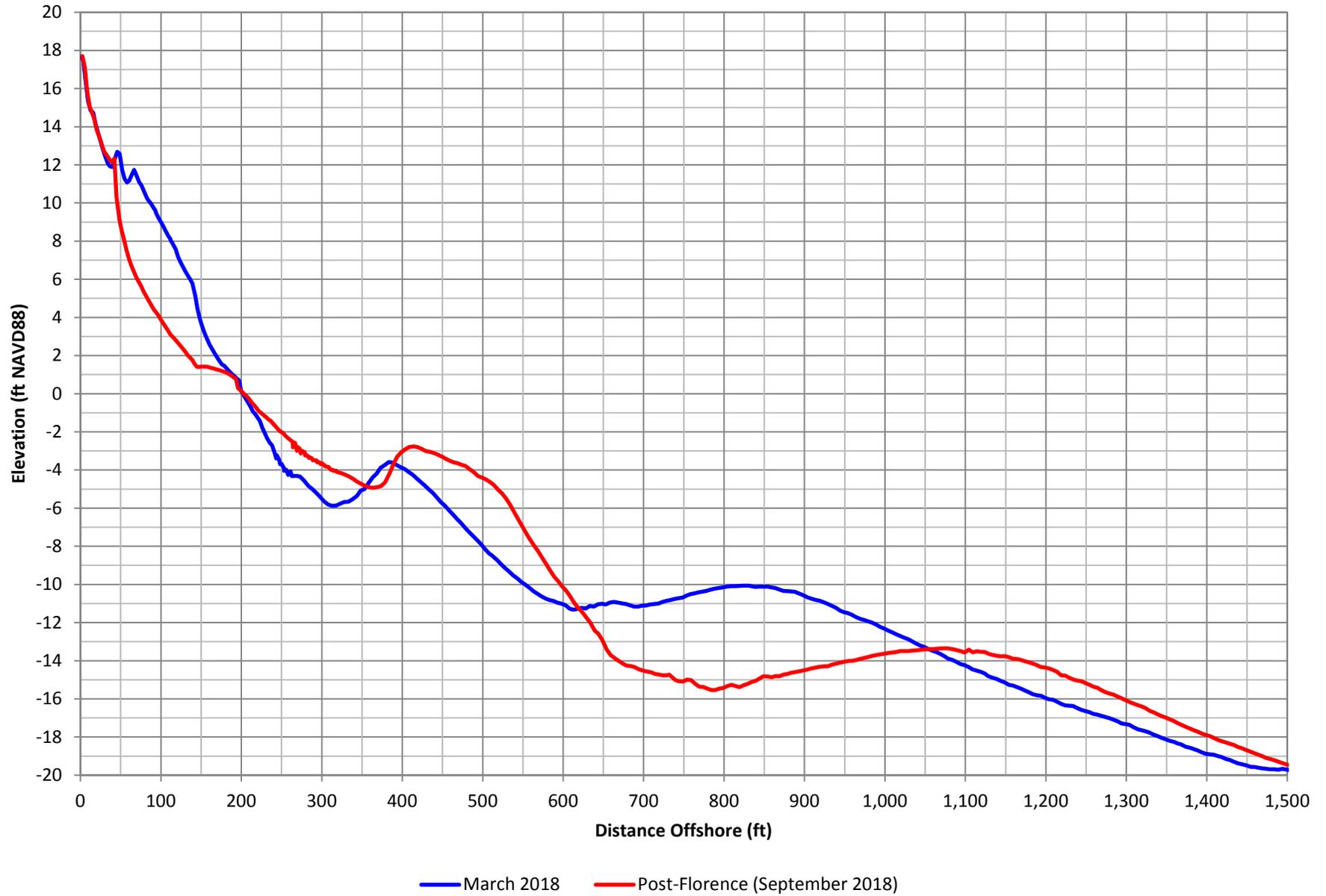
Bogue Banks Transect 67



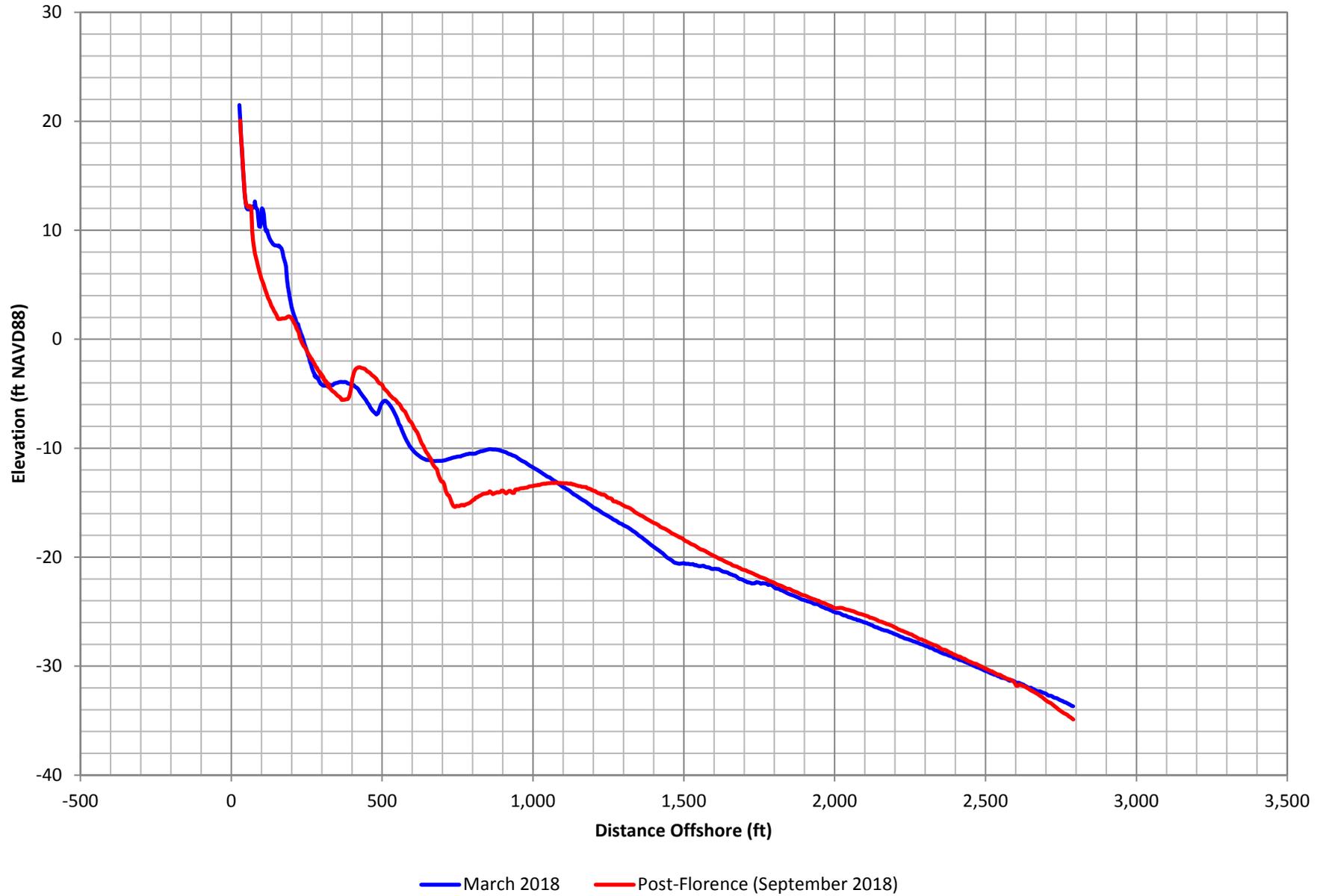
Bogue Banks Transect 68



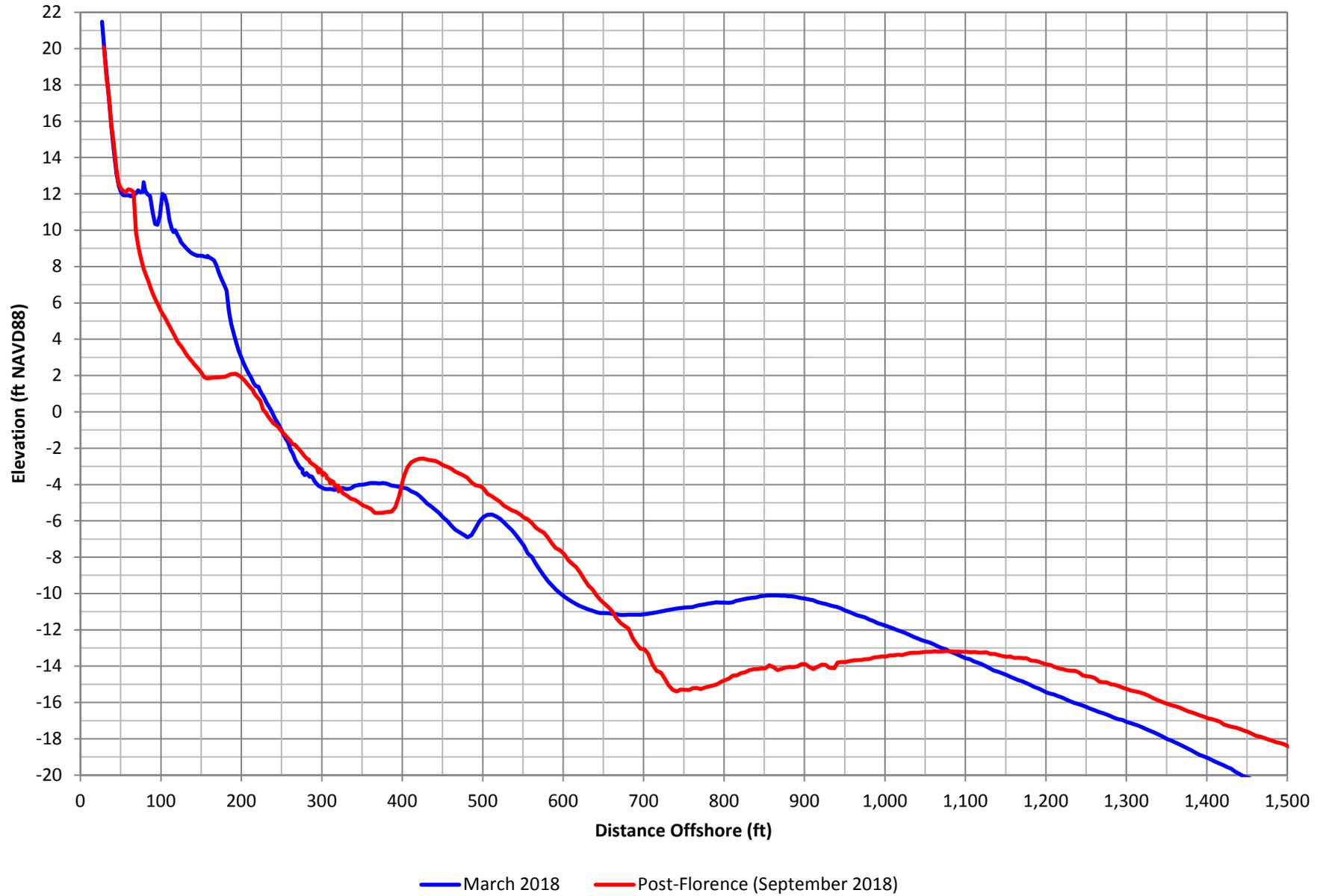
Bogue Banks Transect 68



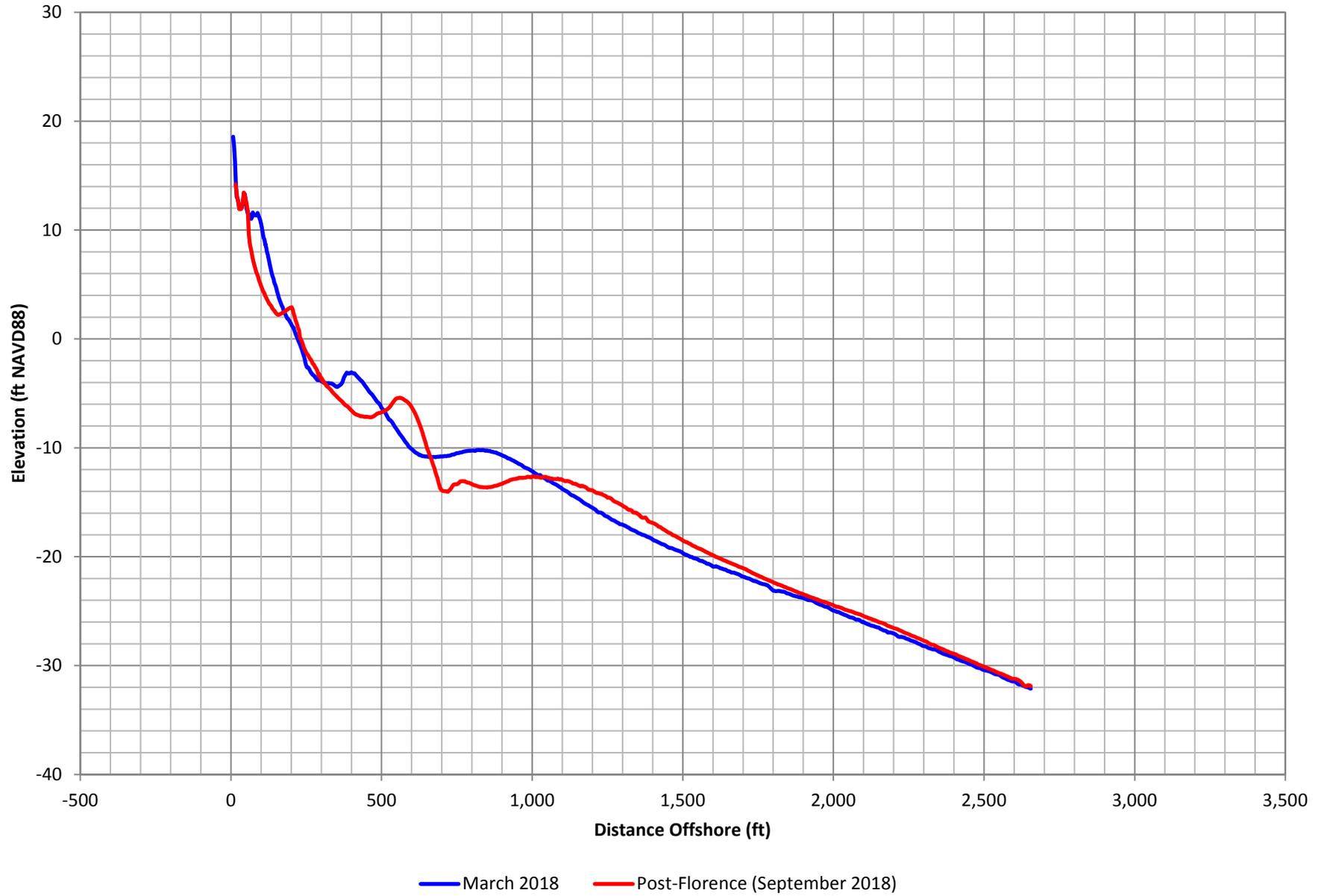
Bogue Banks Transect 69



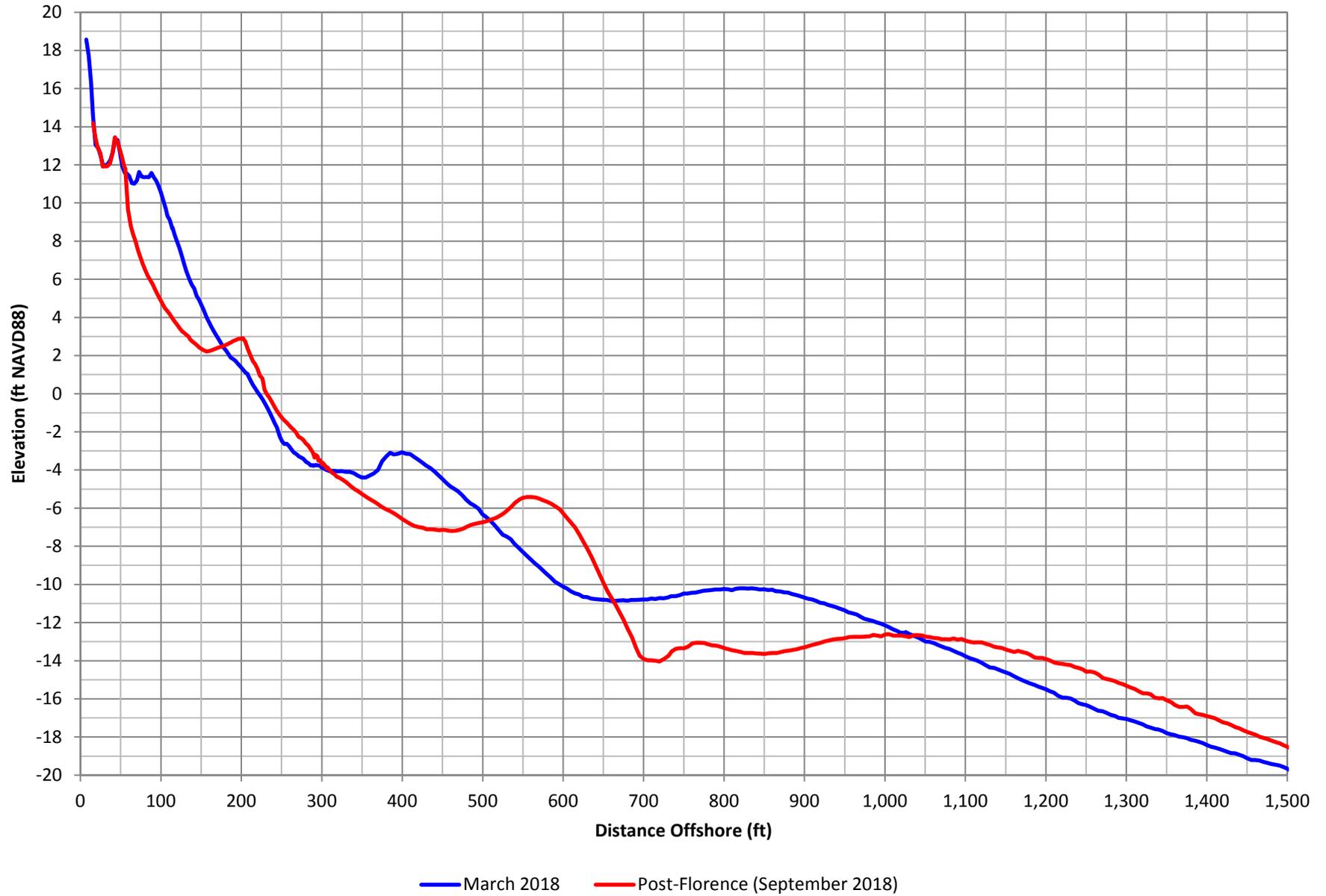
Bogue Banks Transect 69



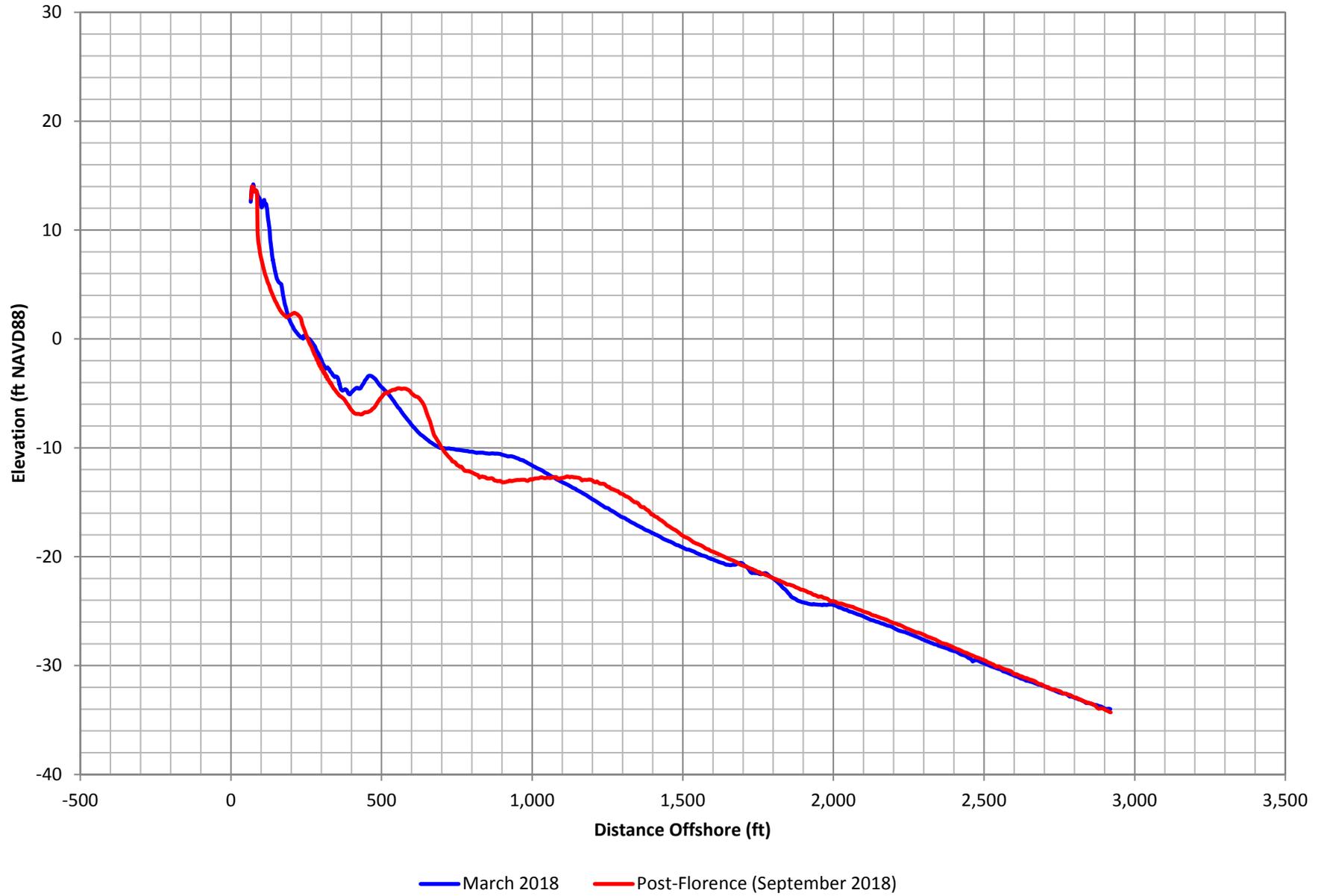
Bogue Banks Transect 70



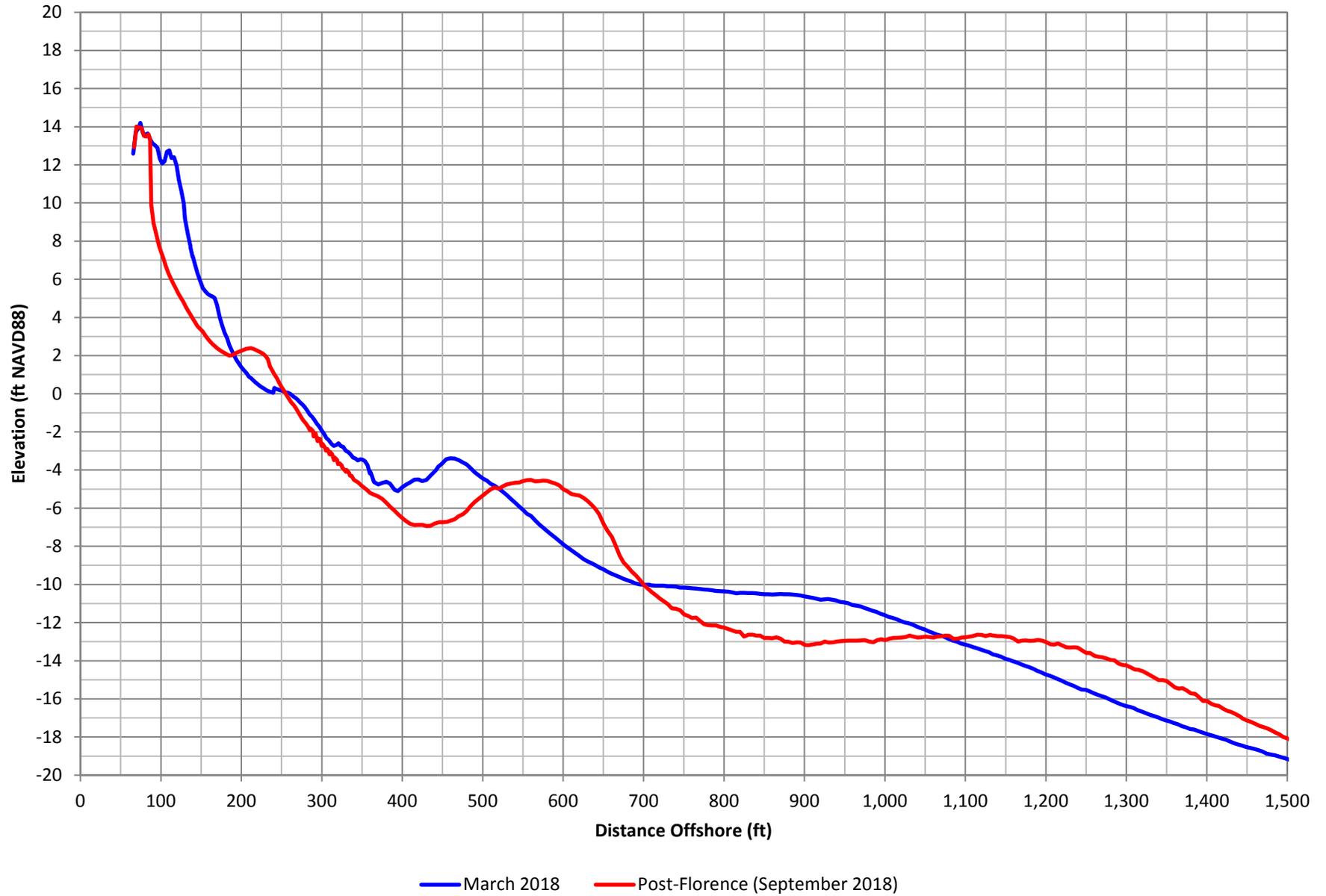
Bogue Banks Transect 70



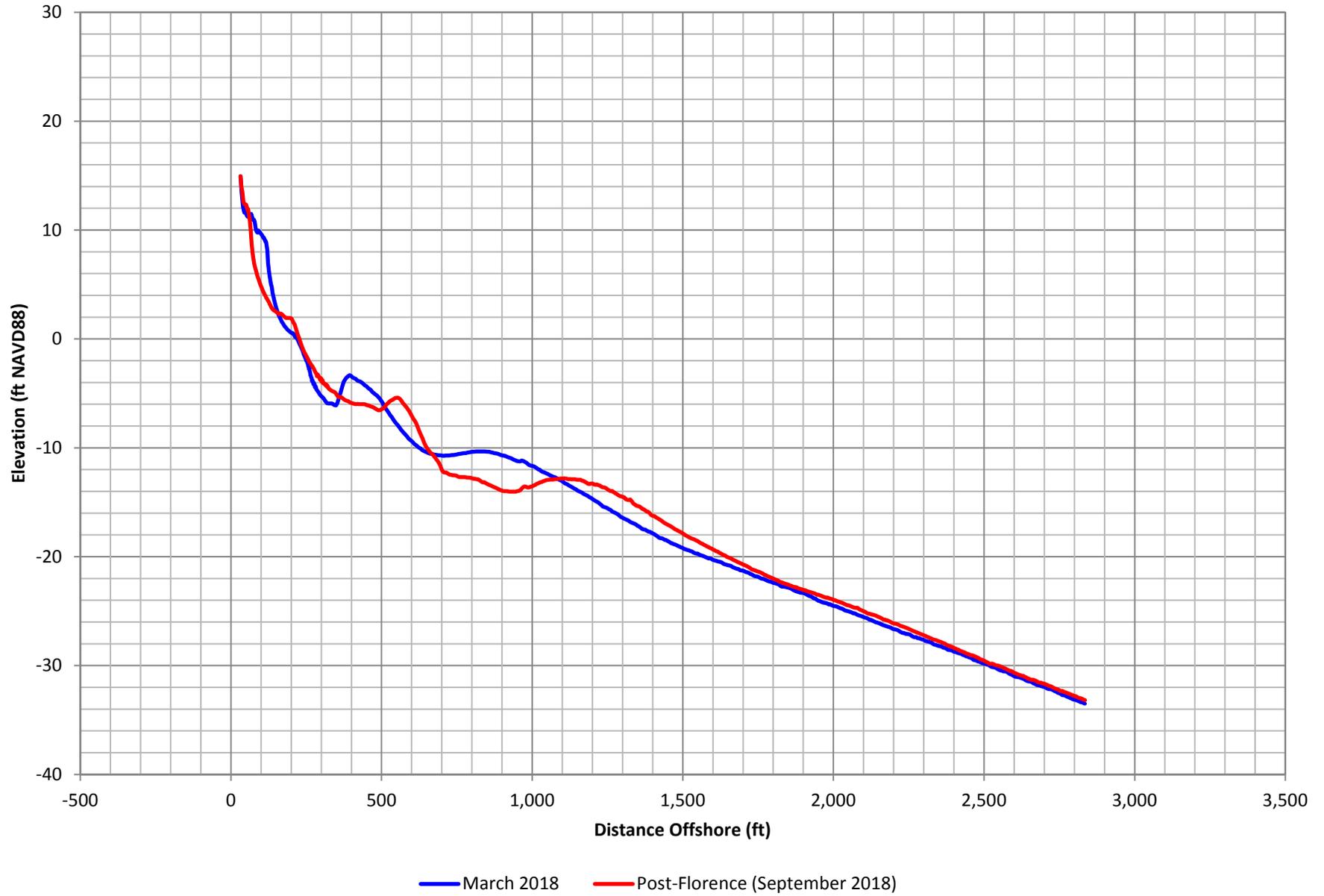
Bogue Banks Transect 71



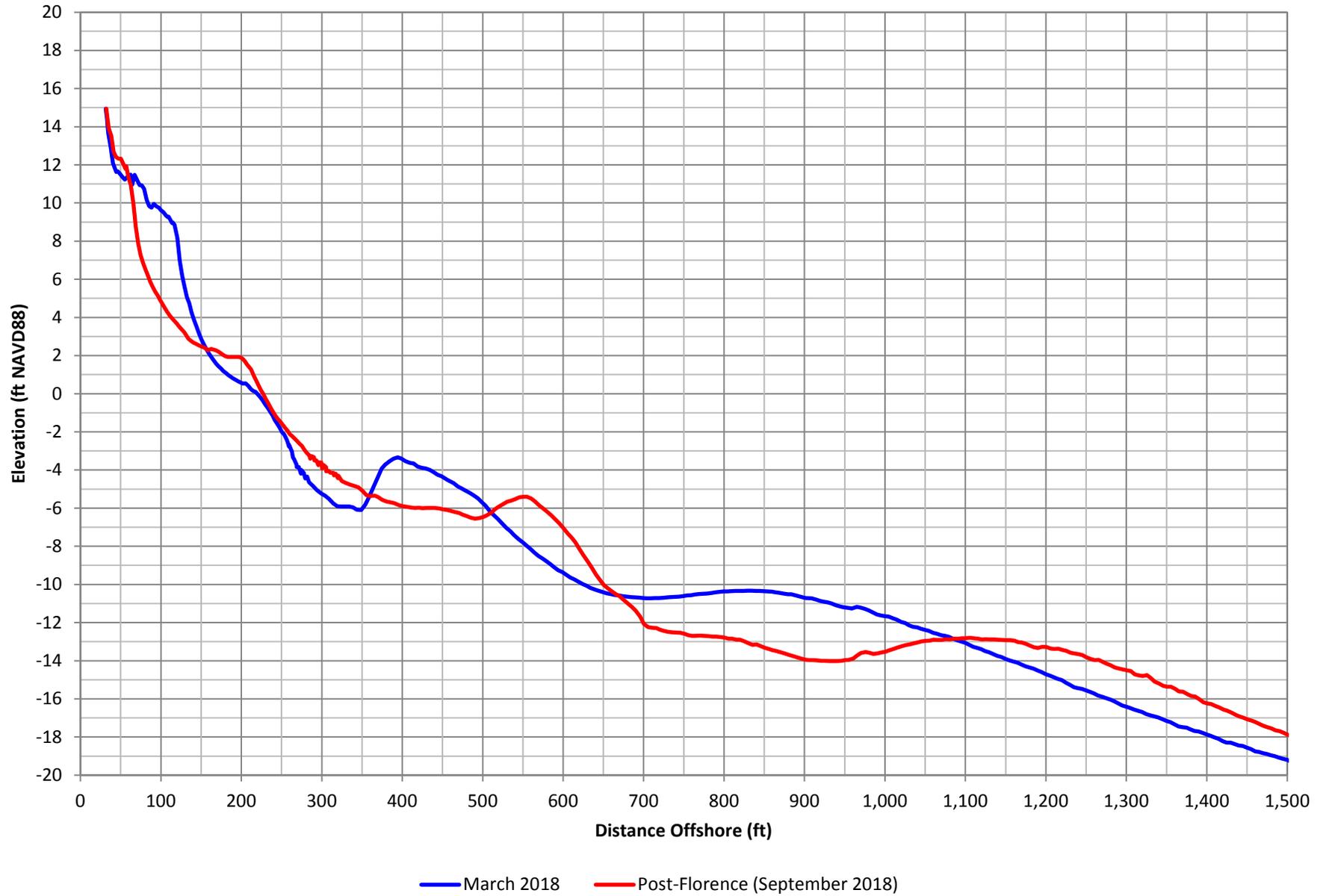
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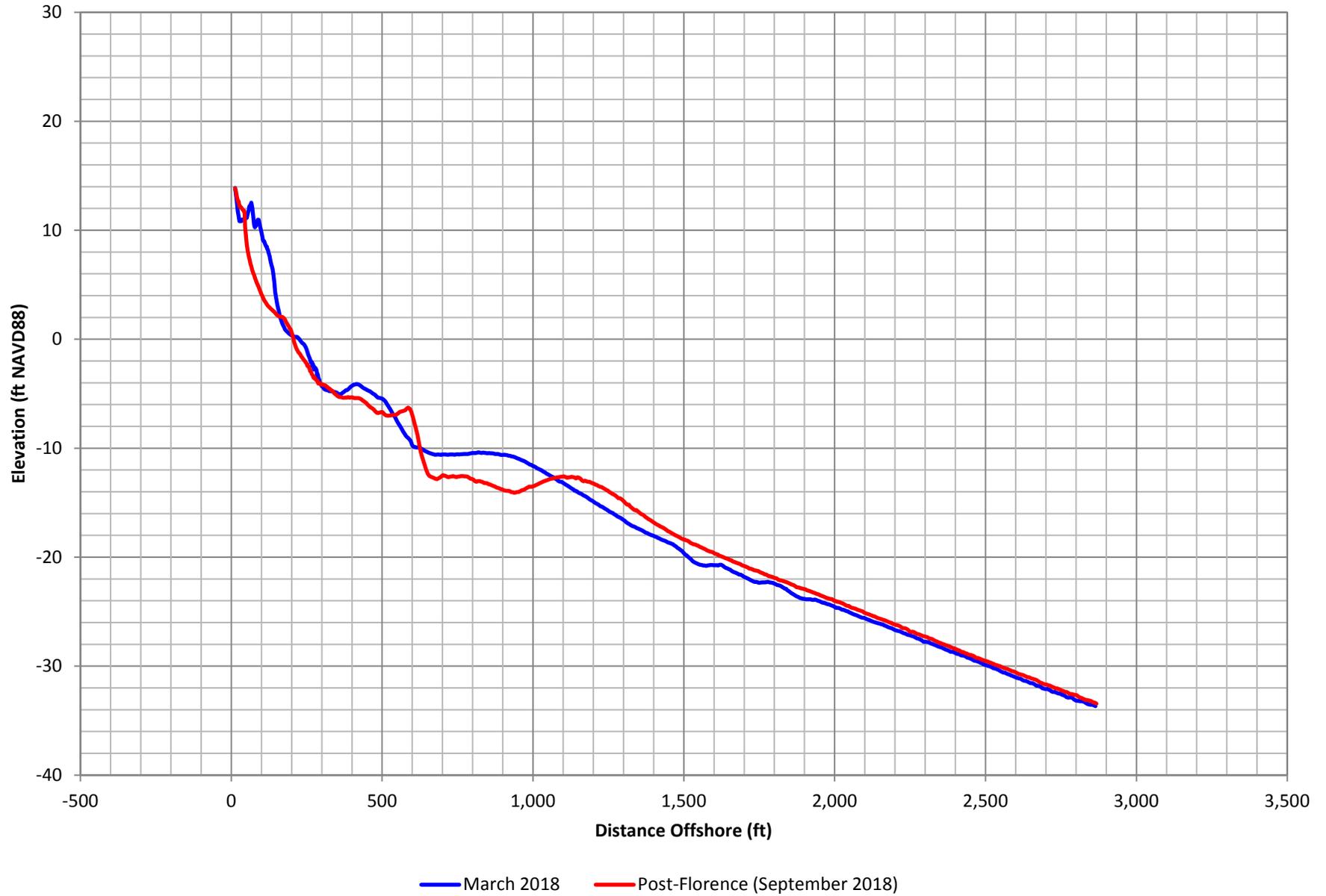
Bogue Banks Transect 72



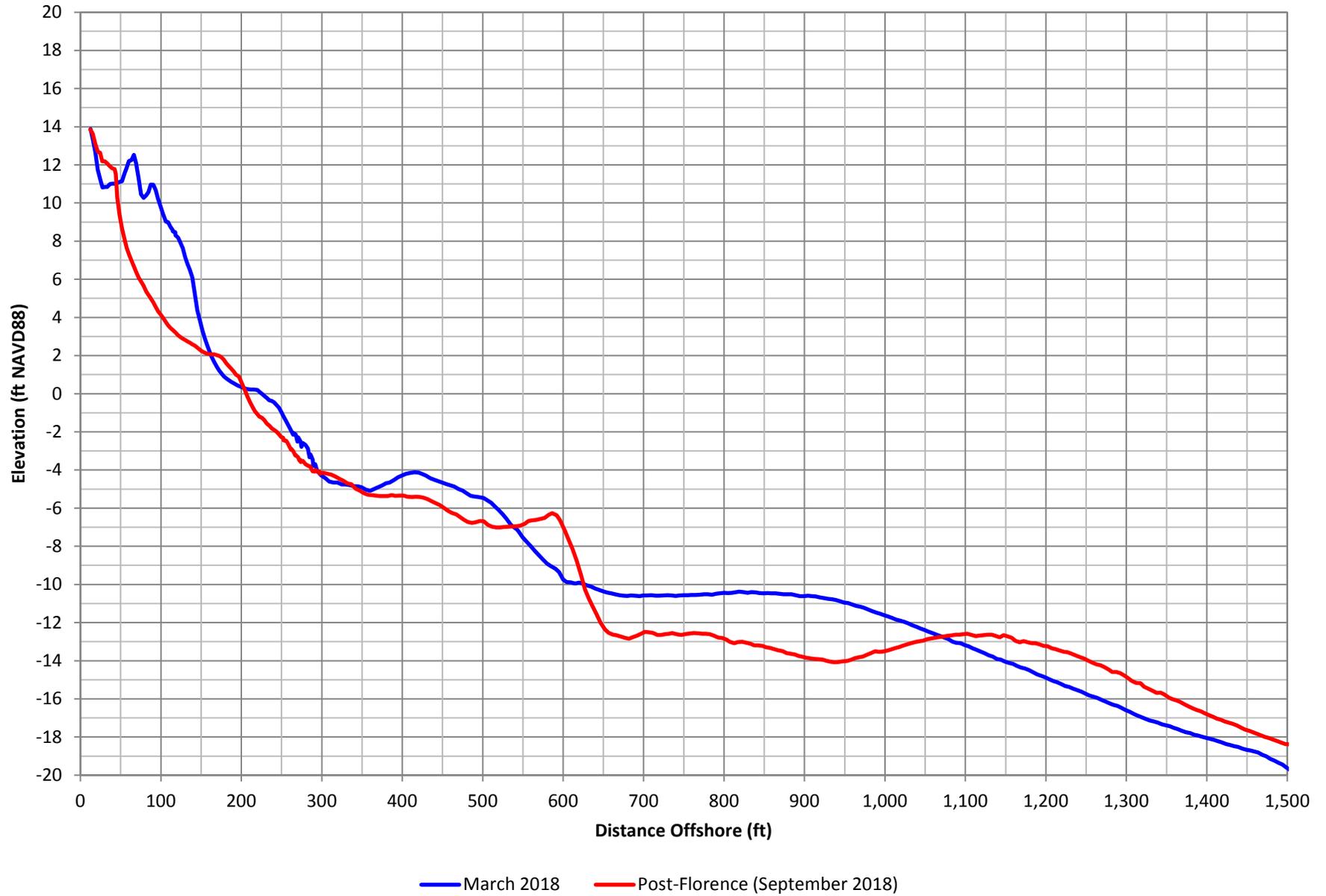
Bogue Banks Transect 72



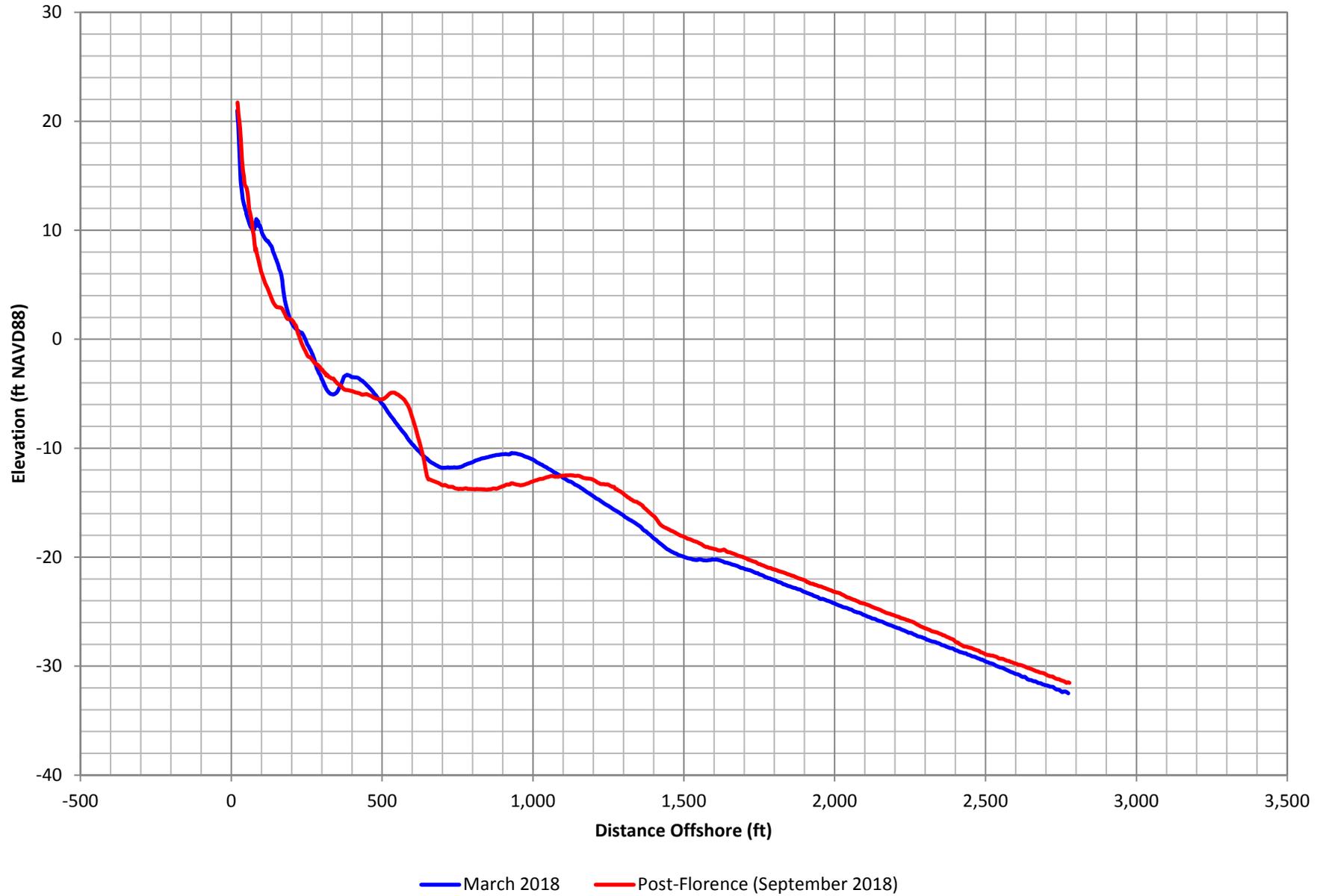
Bogue Banks Transect 73



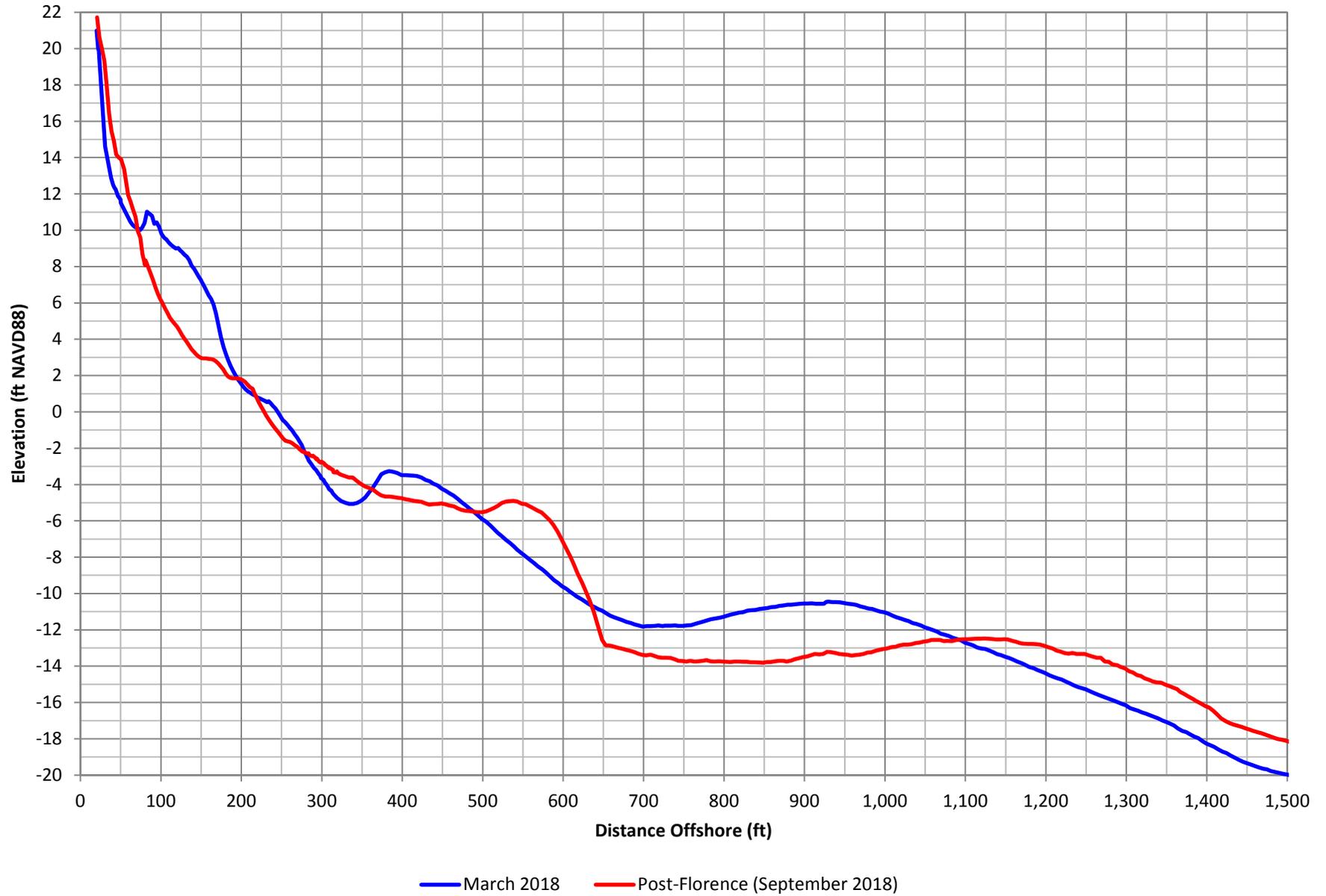
Bogue Banks Transect 73



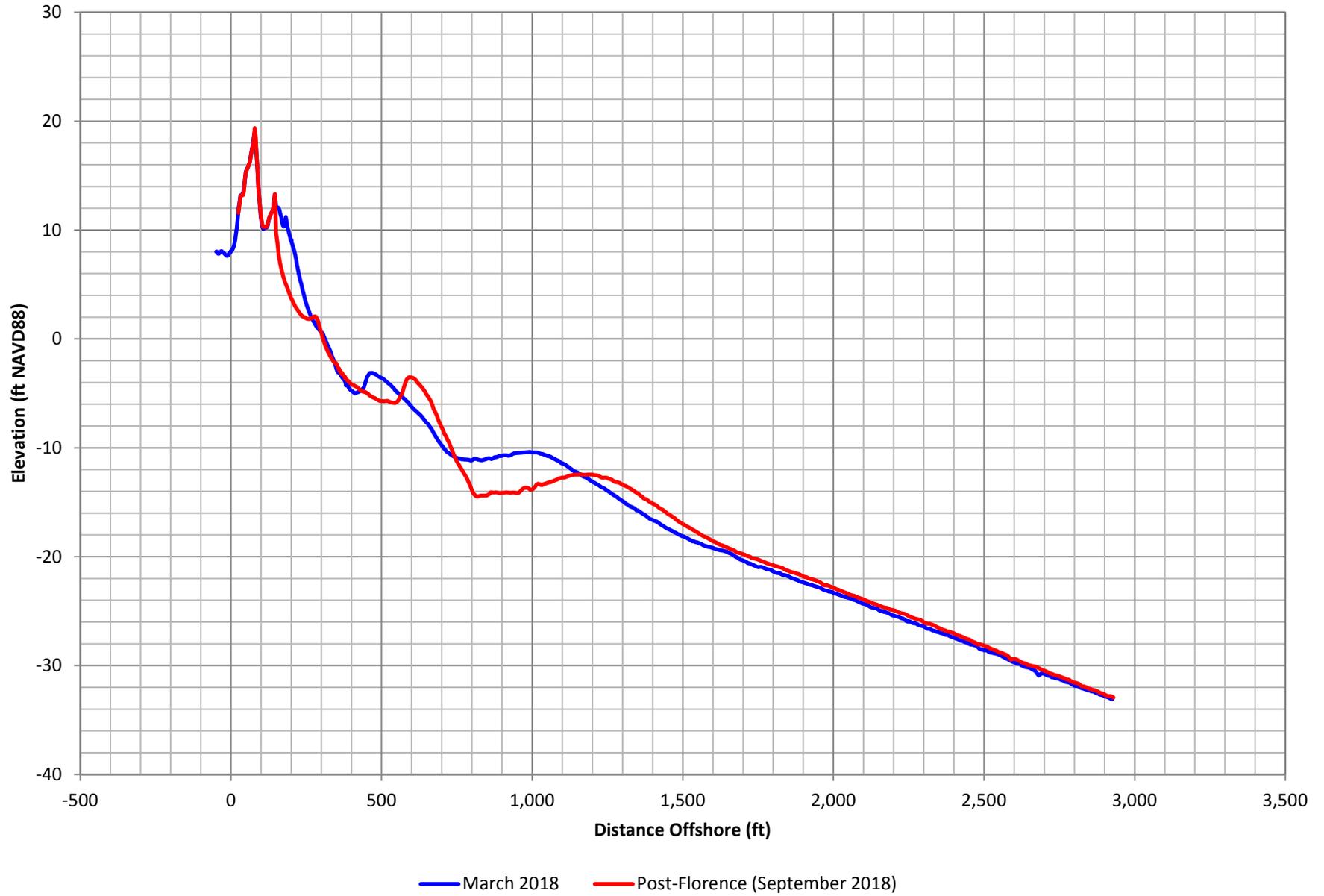
Bogue Banks Transect 74



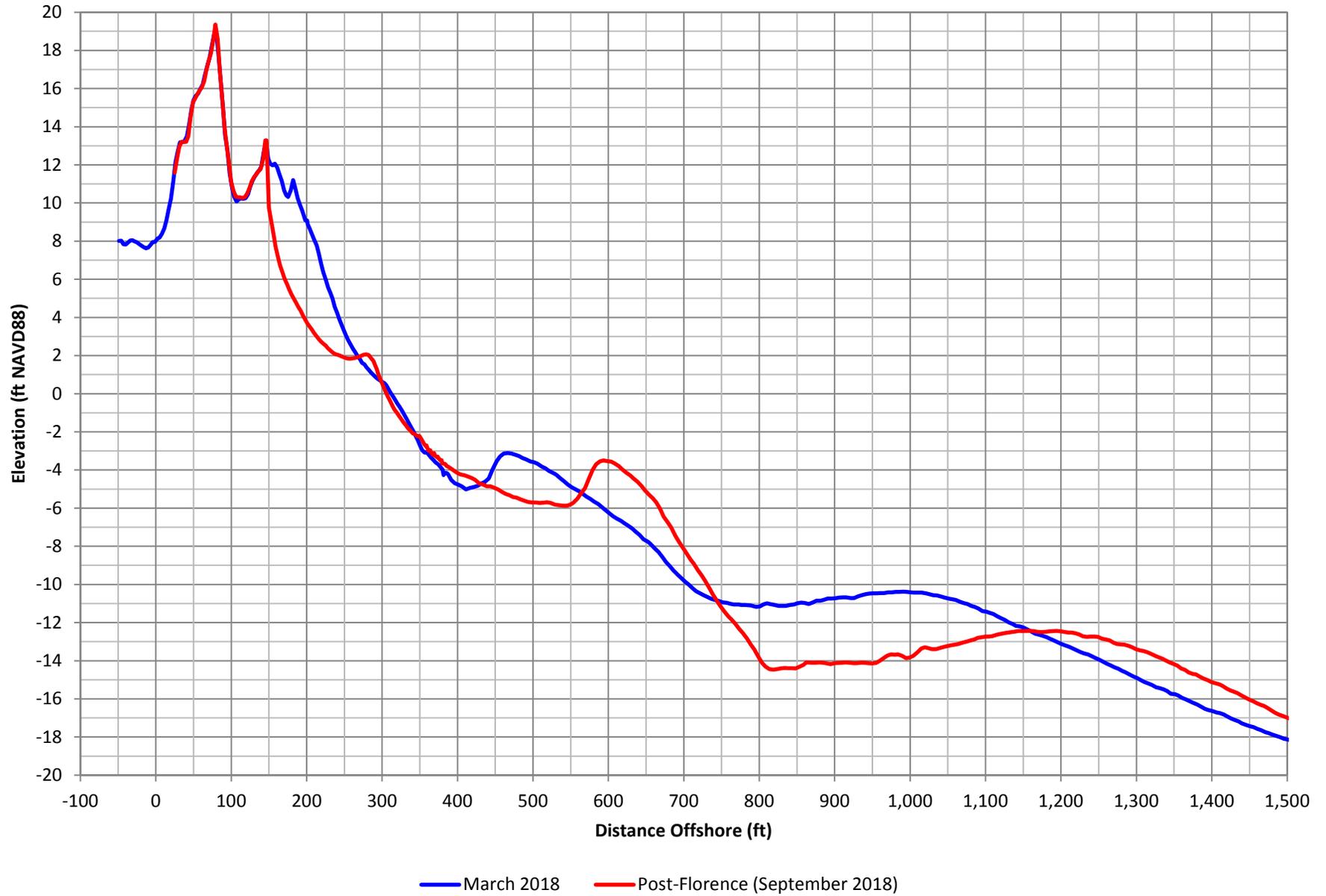
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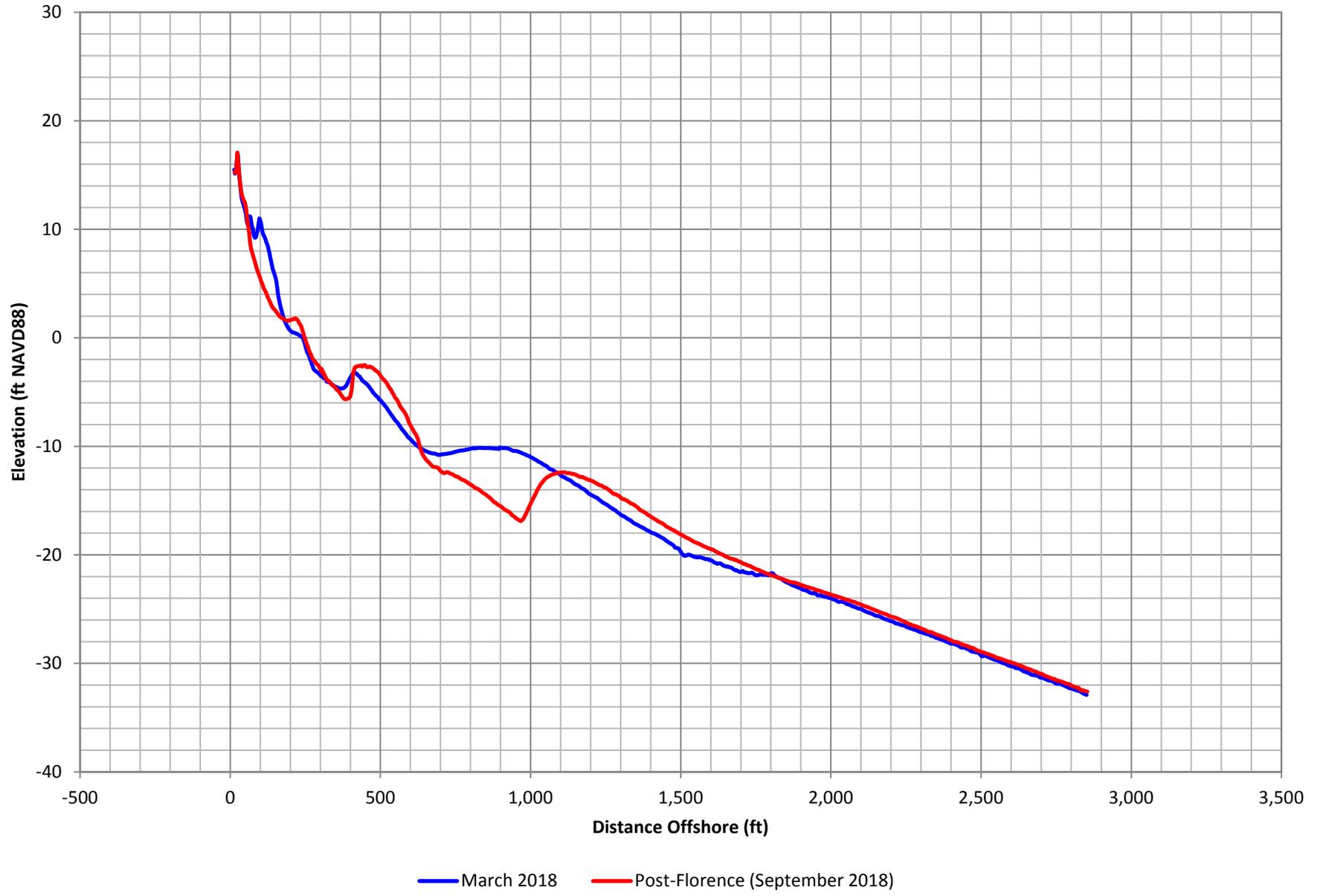
Bogue Banks Transect 75



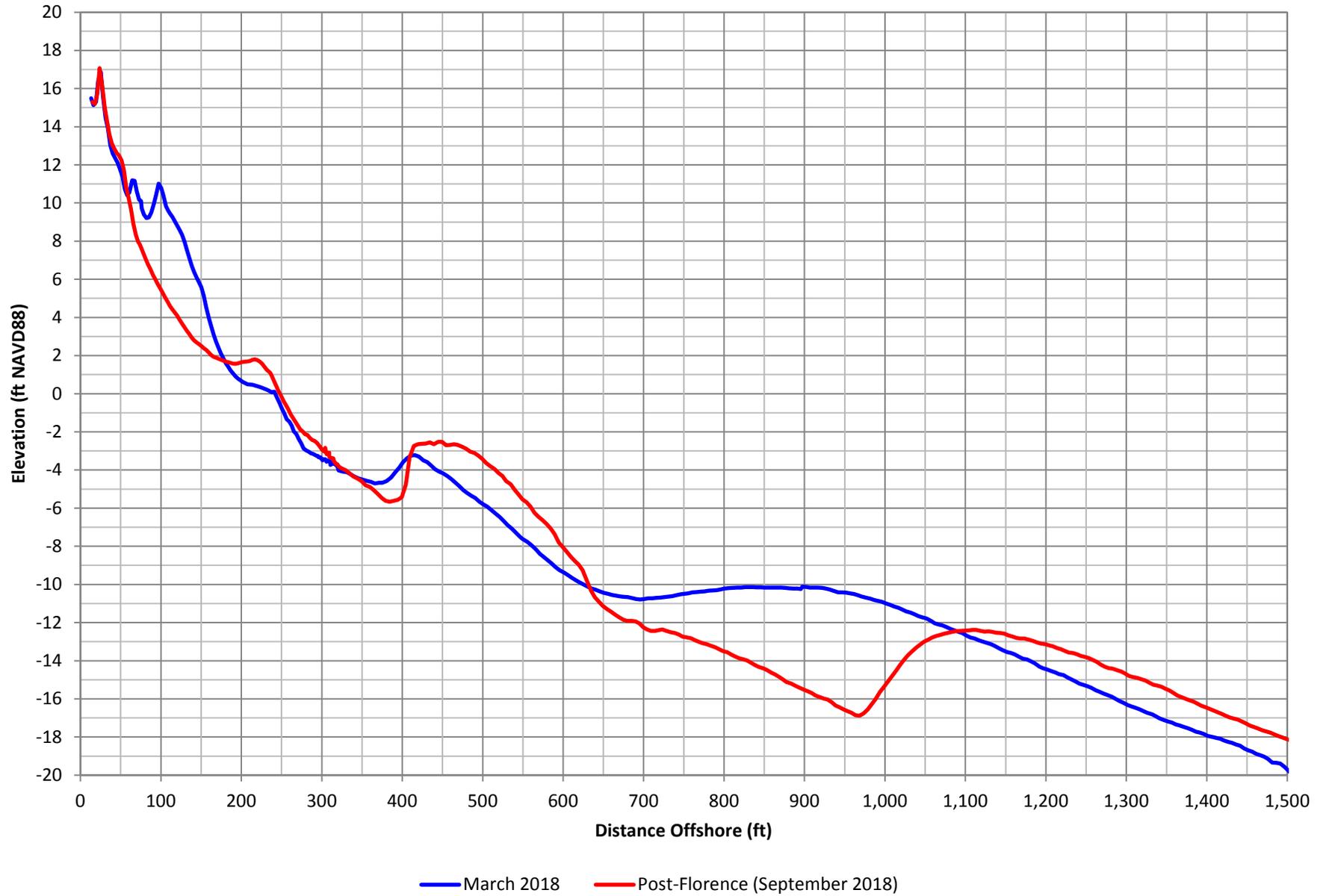
Bogue Banks Transect 75



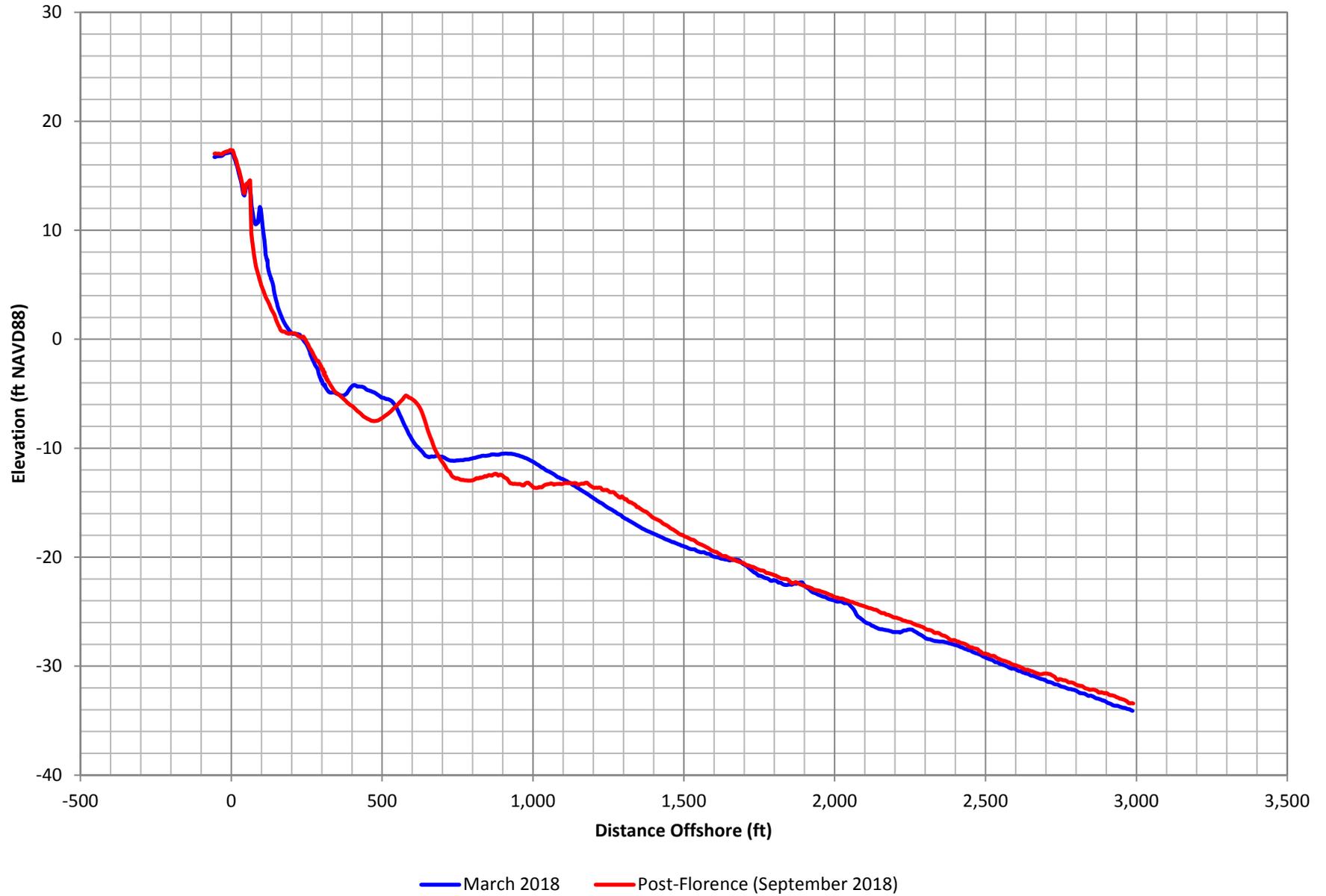
Bogue Banks Transect 76



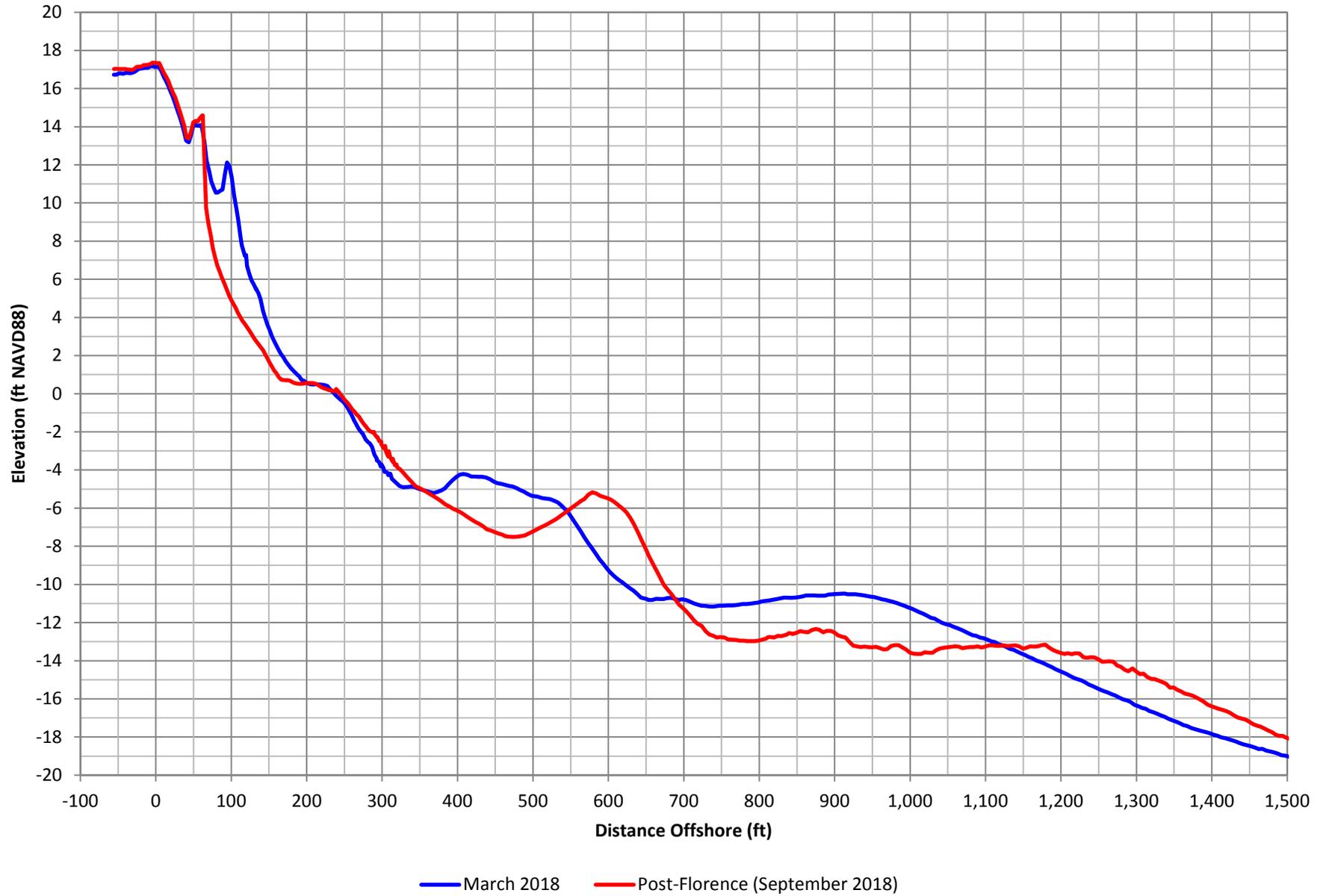
Bogue Banks Transect 76



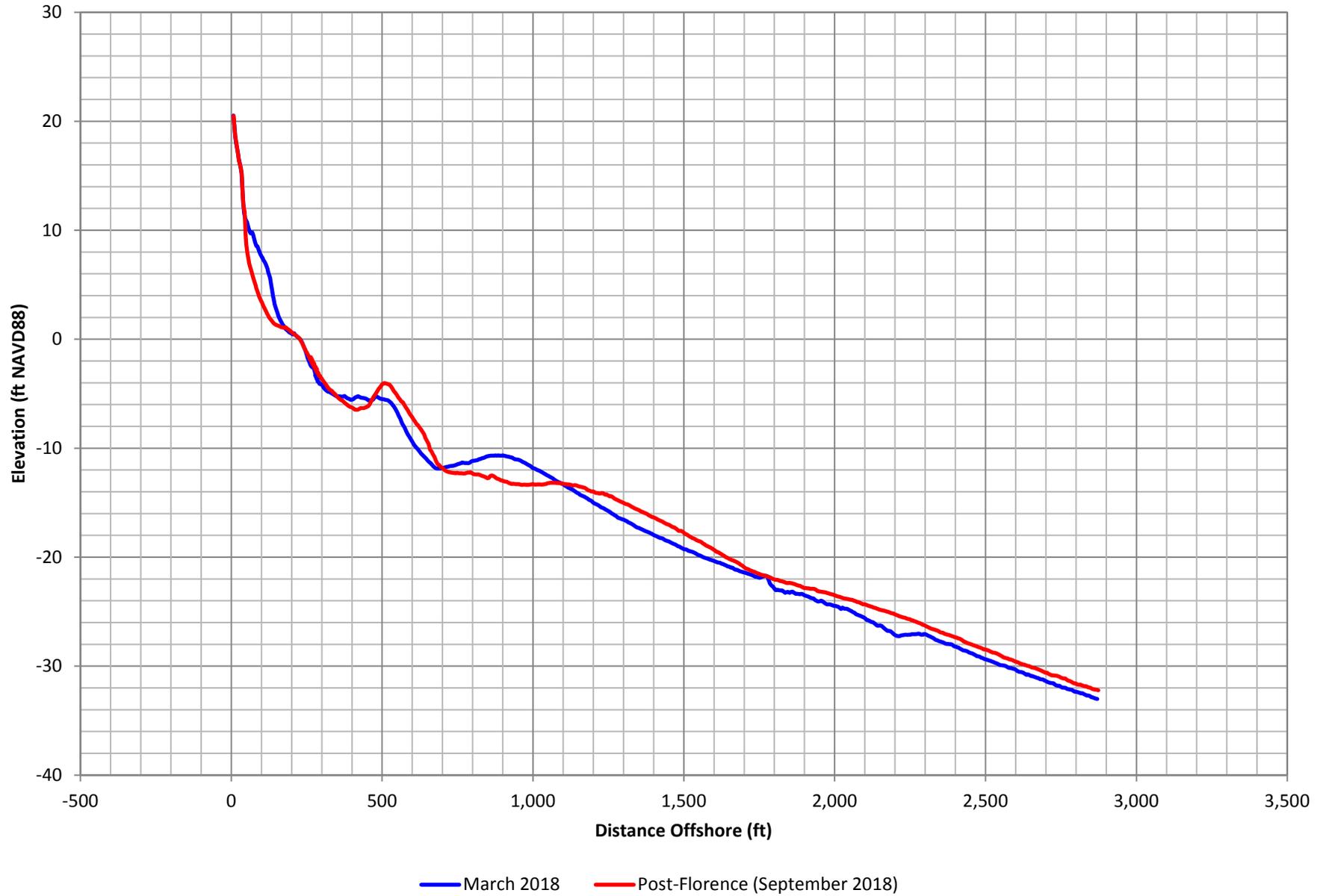
Bogue Banks Transect 77



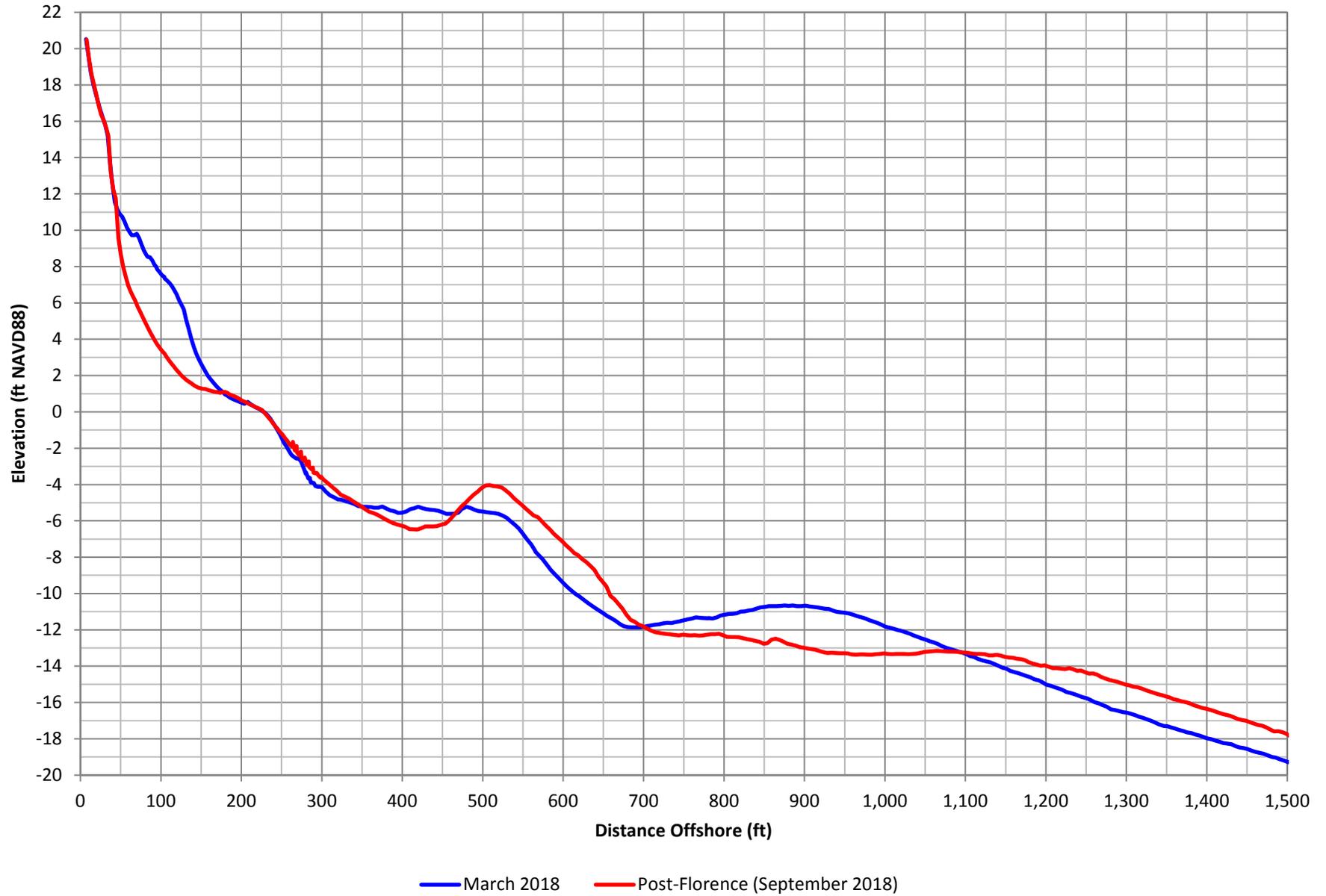
Bogue Banks Transect 77



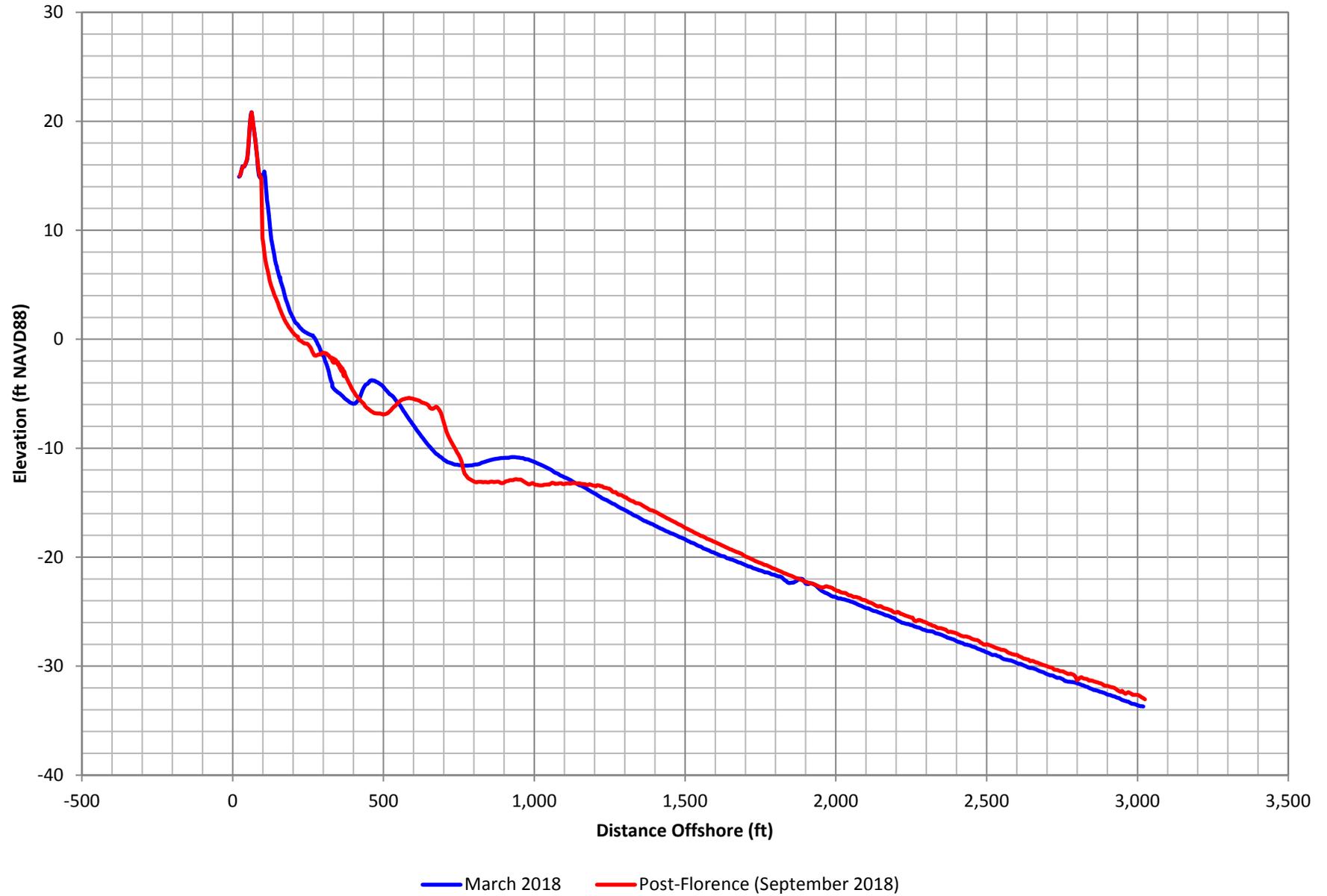
Bogue Banks Transect 78



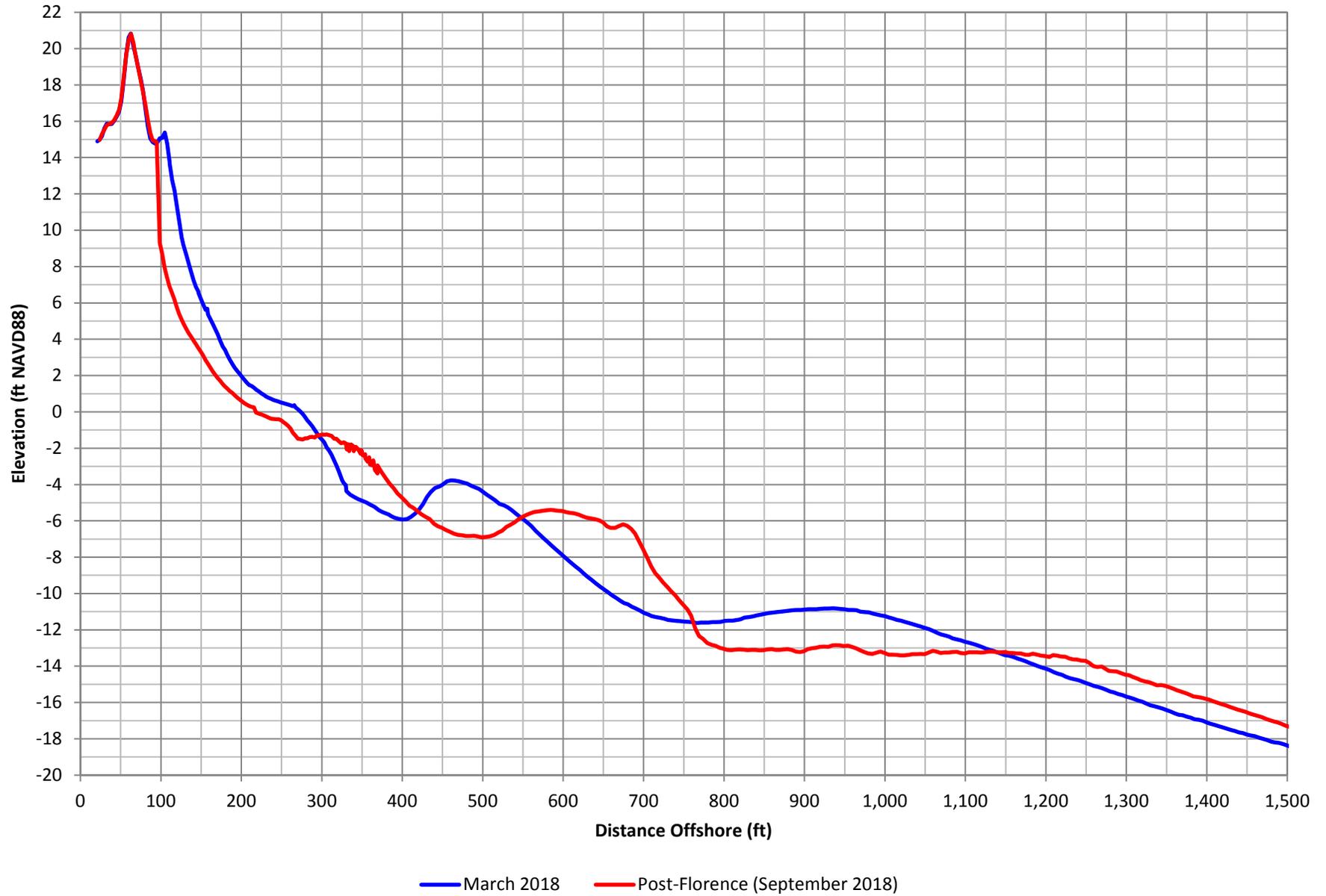
Bogue Banks Transect 78



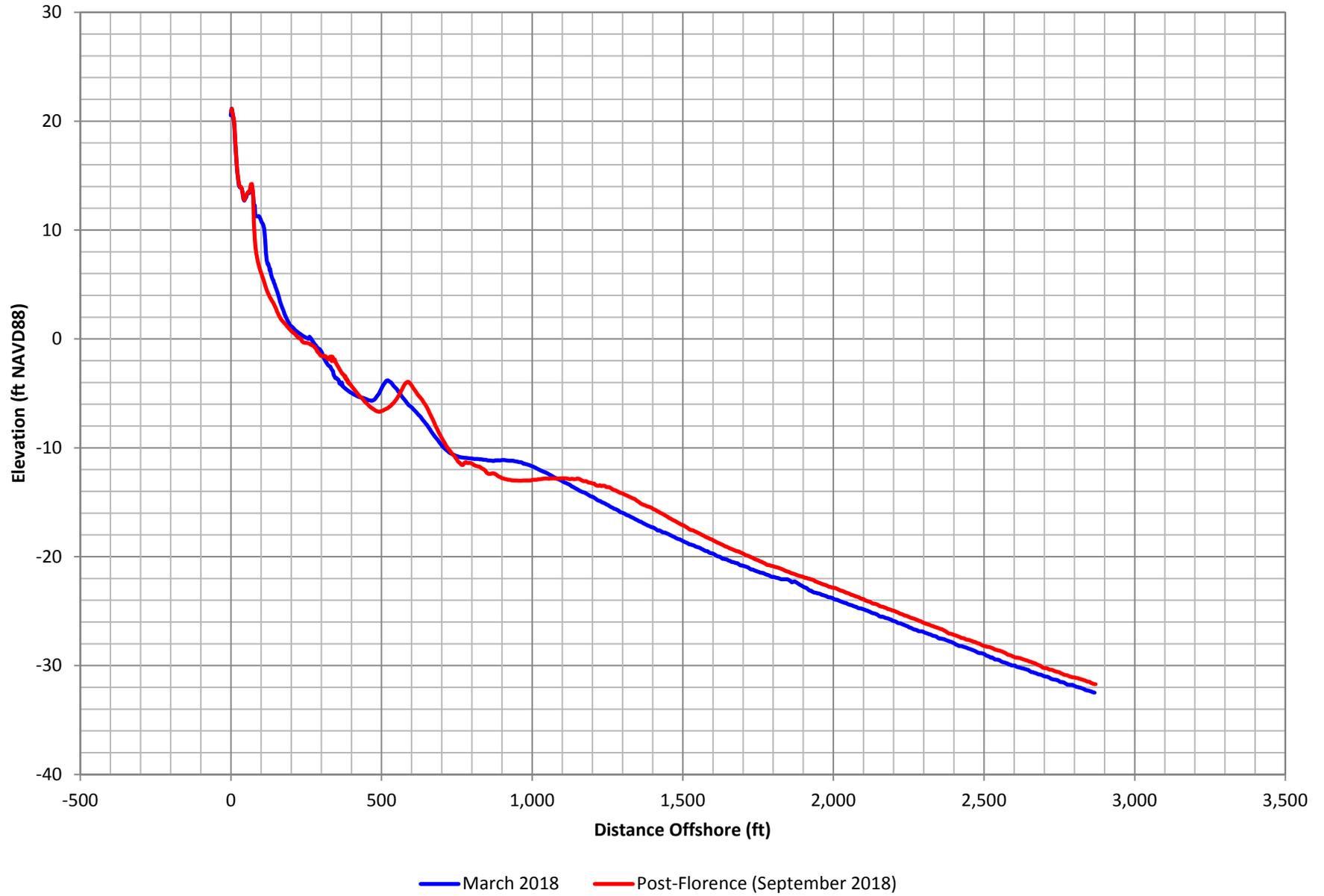
Bogue Banks Transect 79



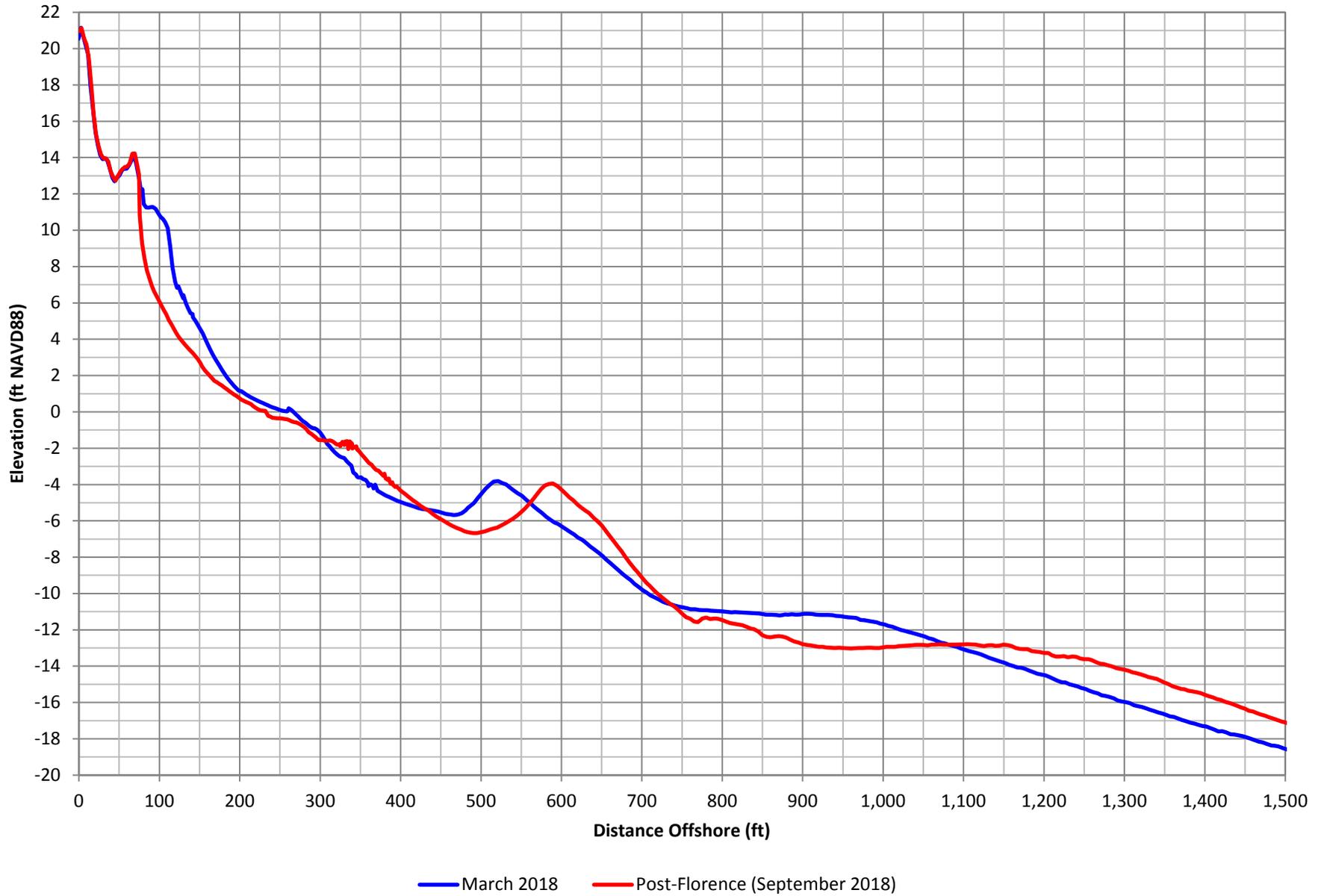
Bogue Banks Transect 79



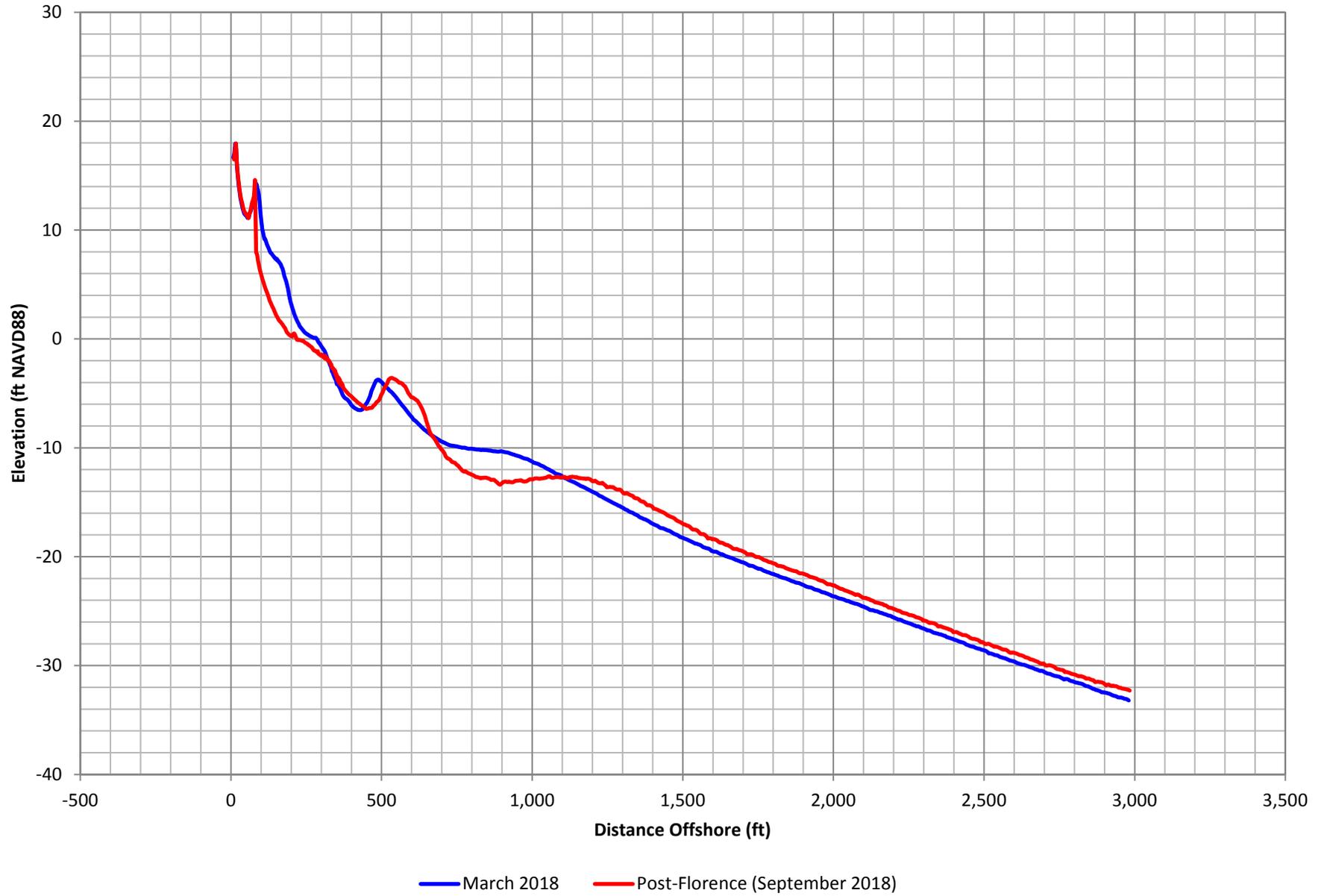
Bogue Banks Transect 80



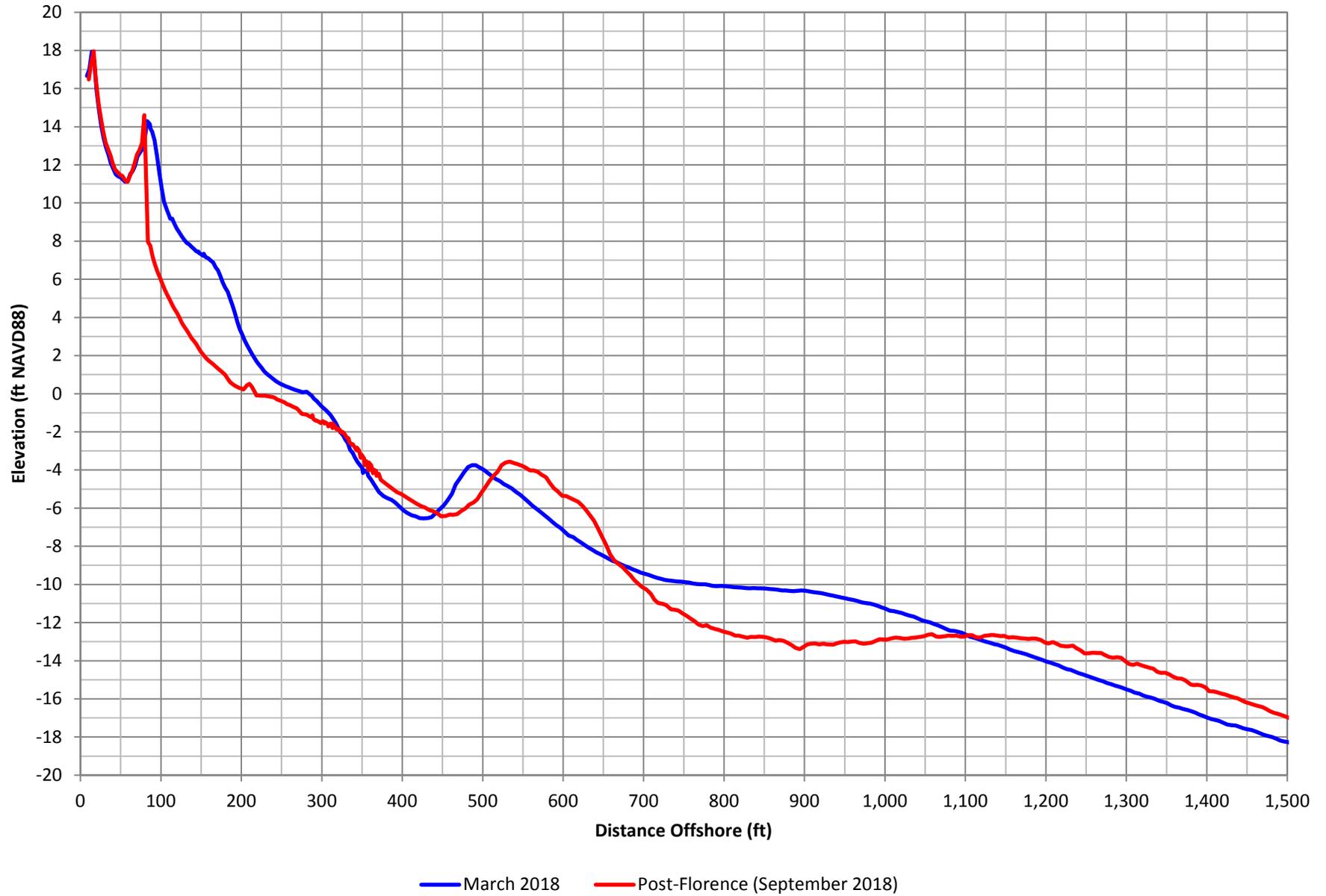
Bogue Banks Transect 80



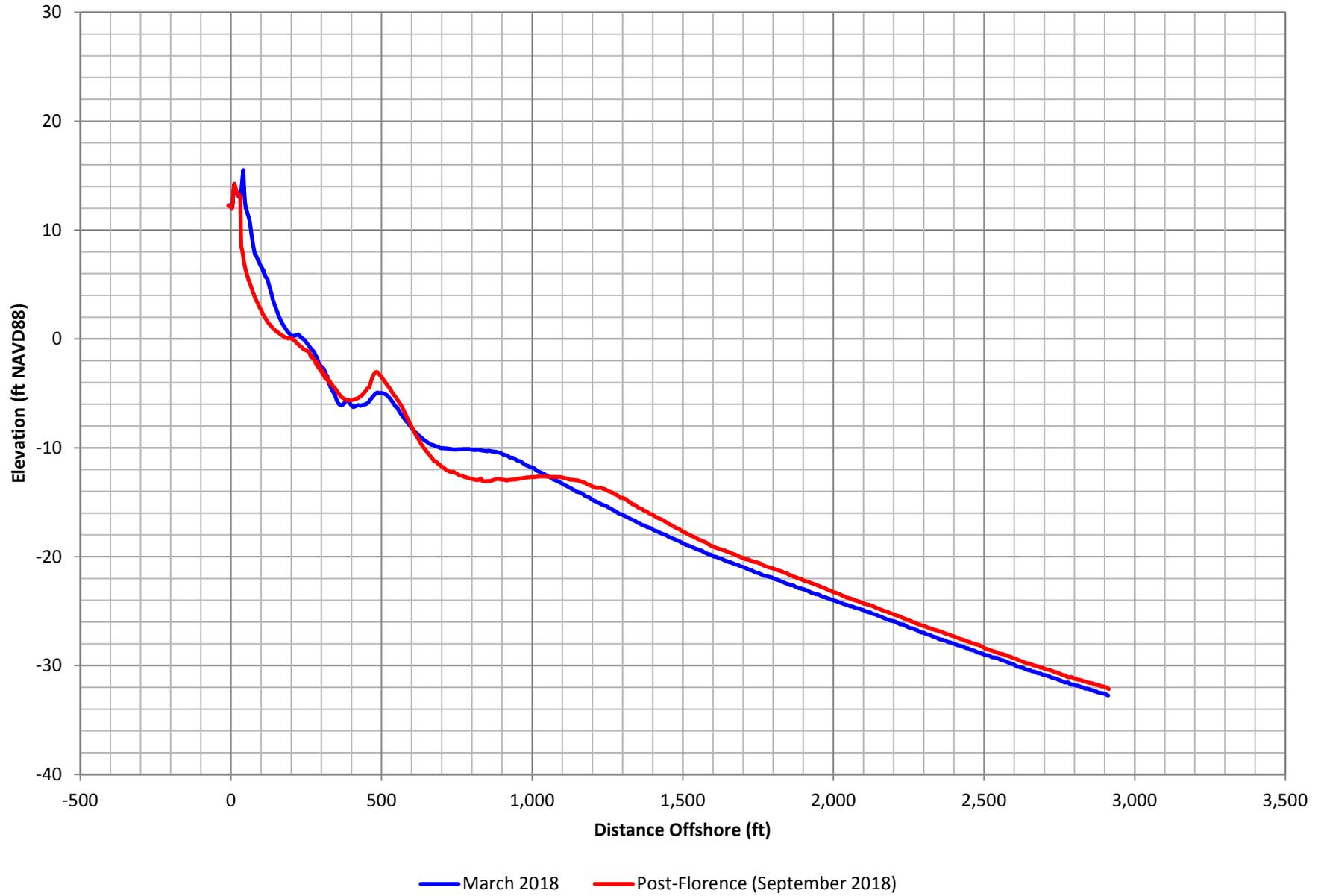
Bogue Banks Transect 81



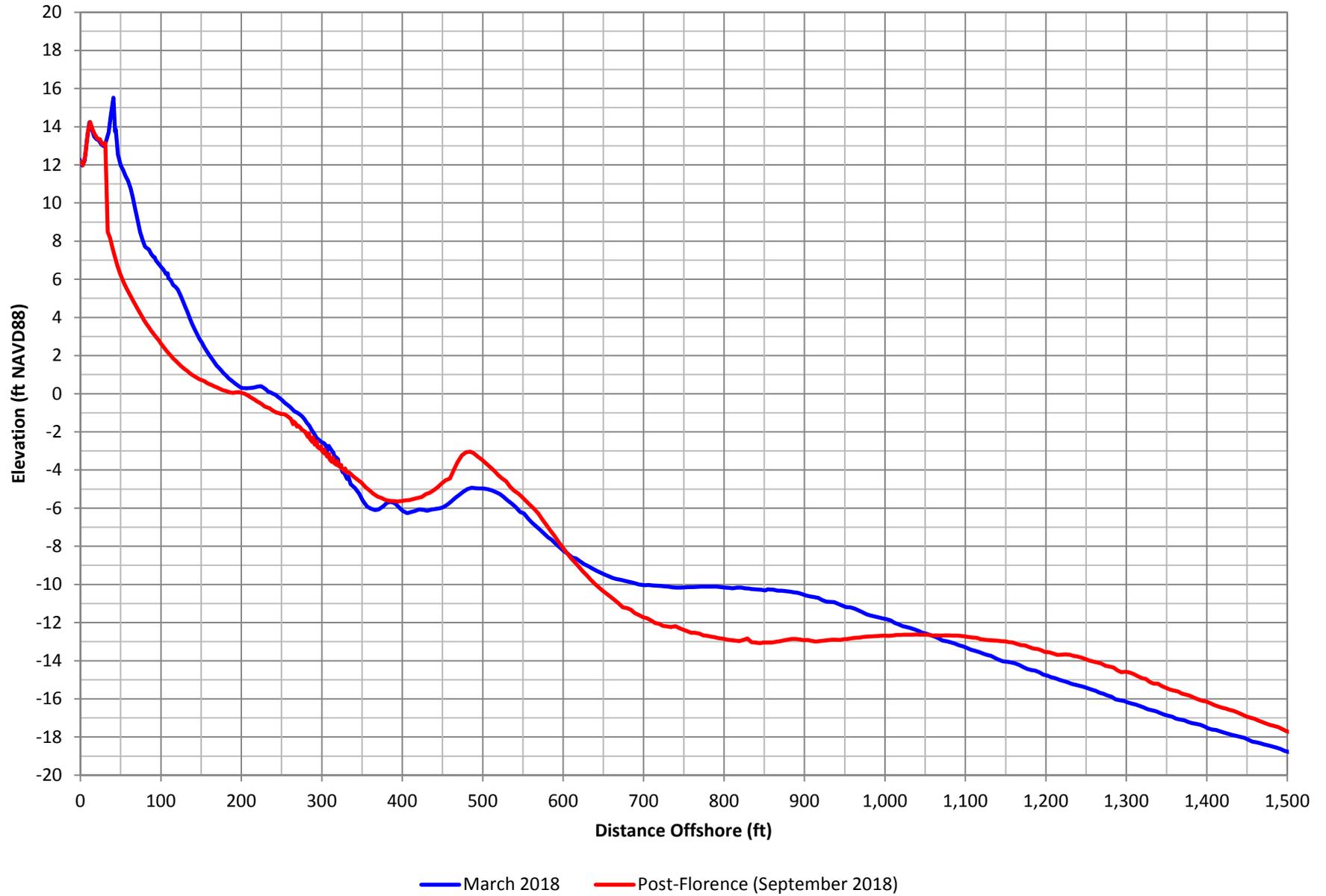
Bogue Banks Transect 81



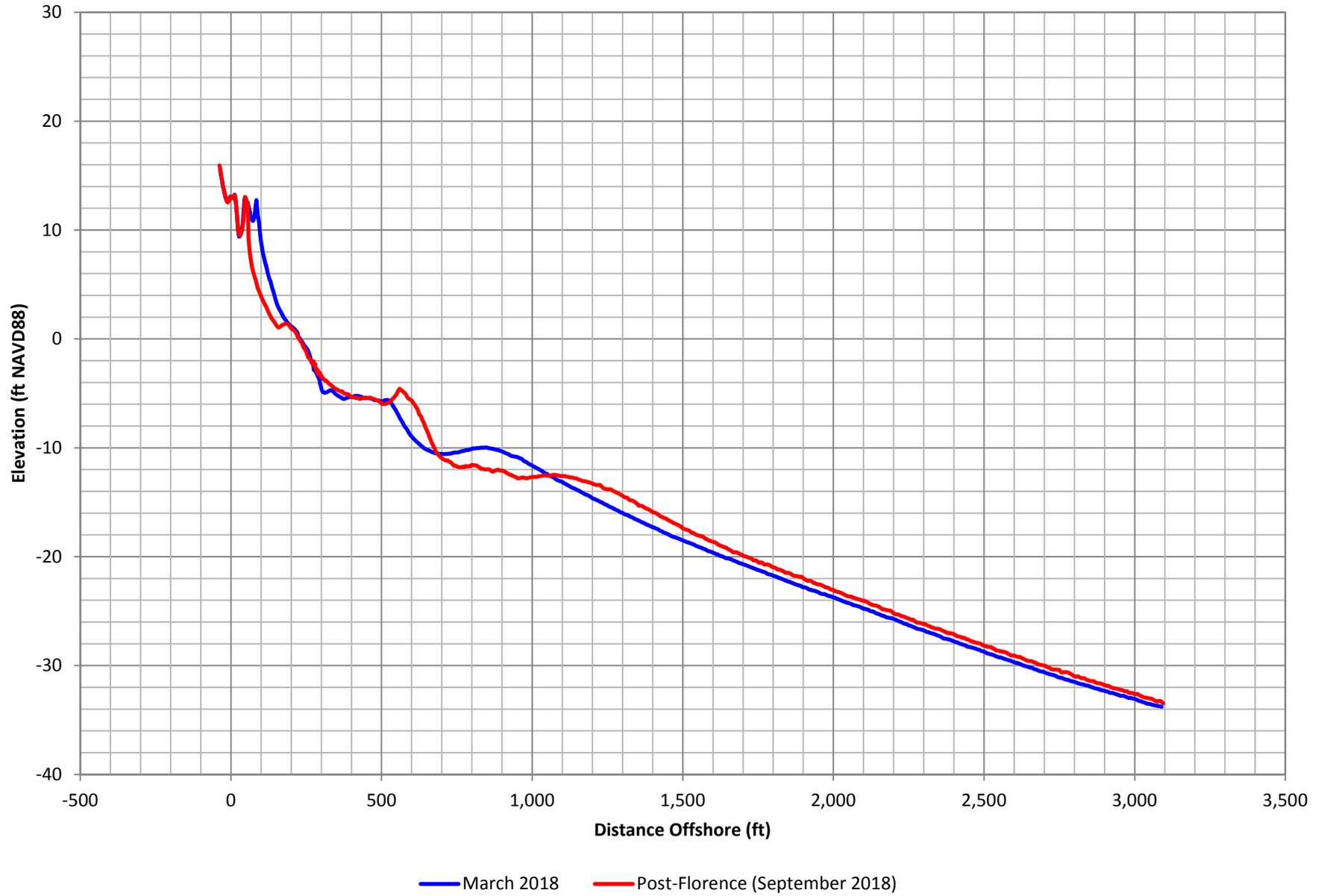
Bogue Banks Transect 82



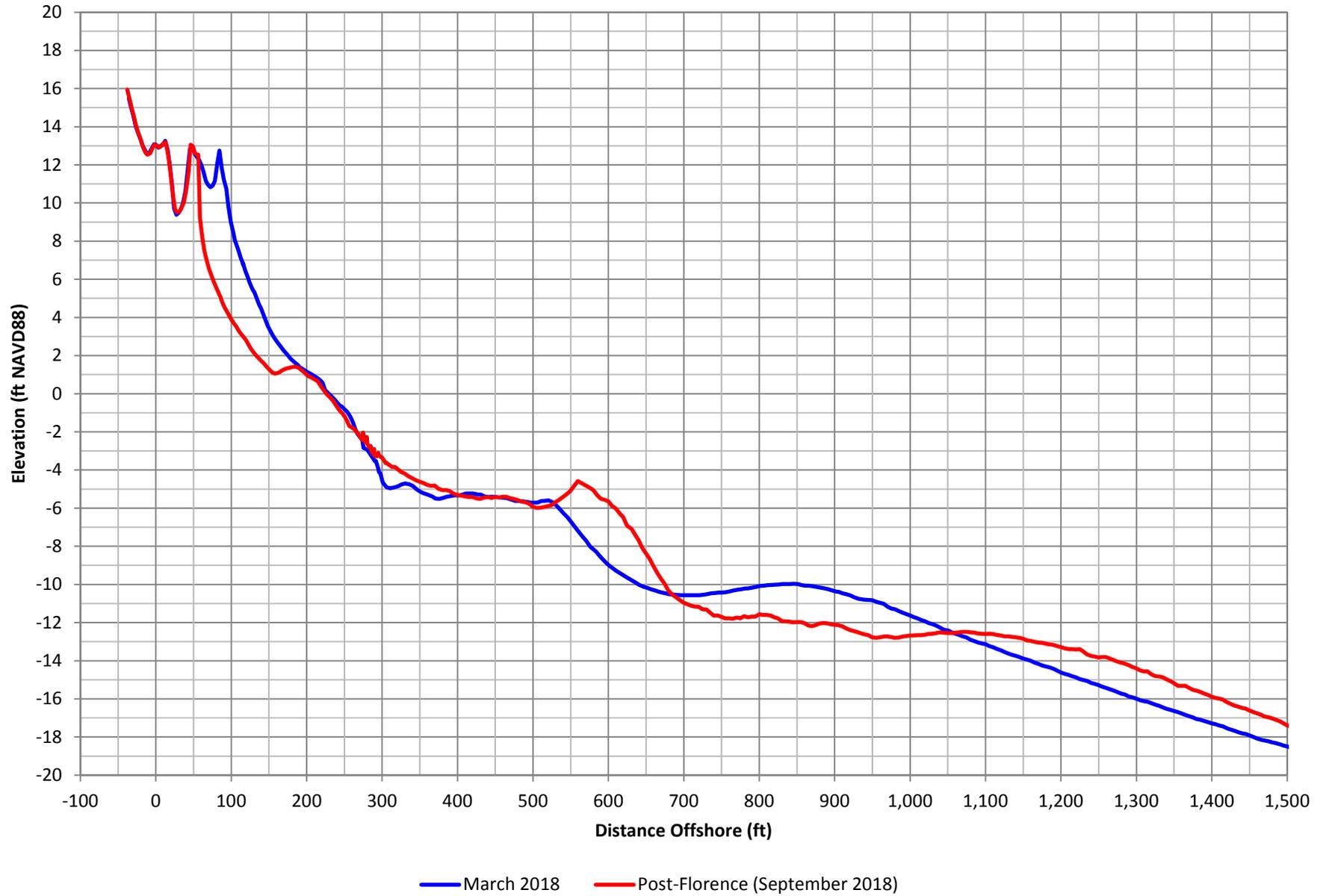
Bogue Banks Transect 82



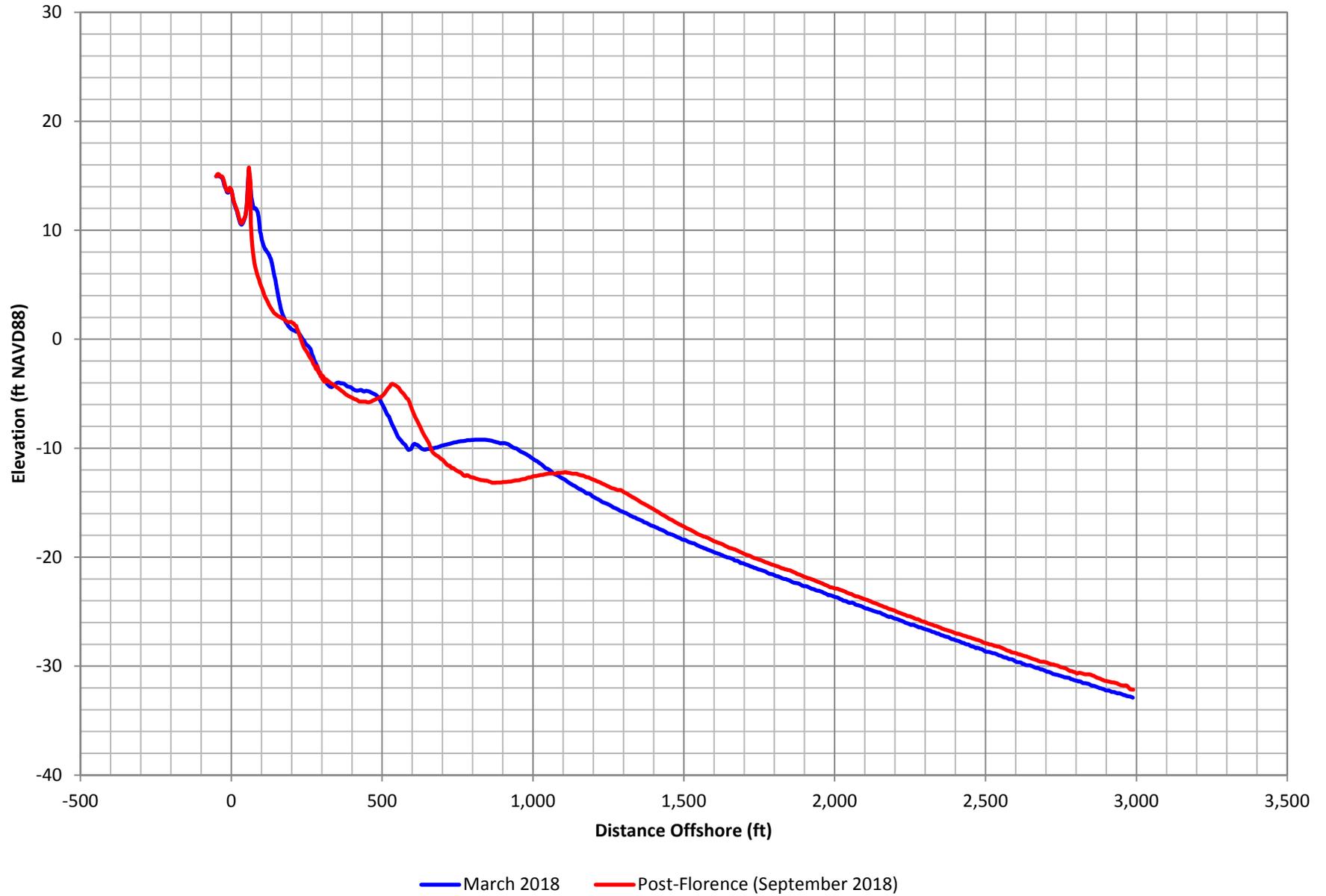
Bogue Banks Transect 83



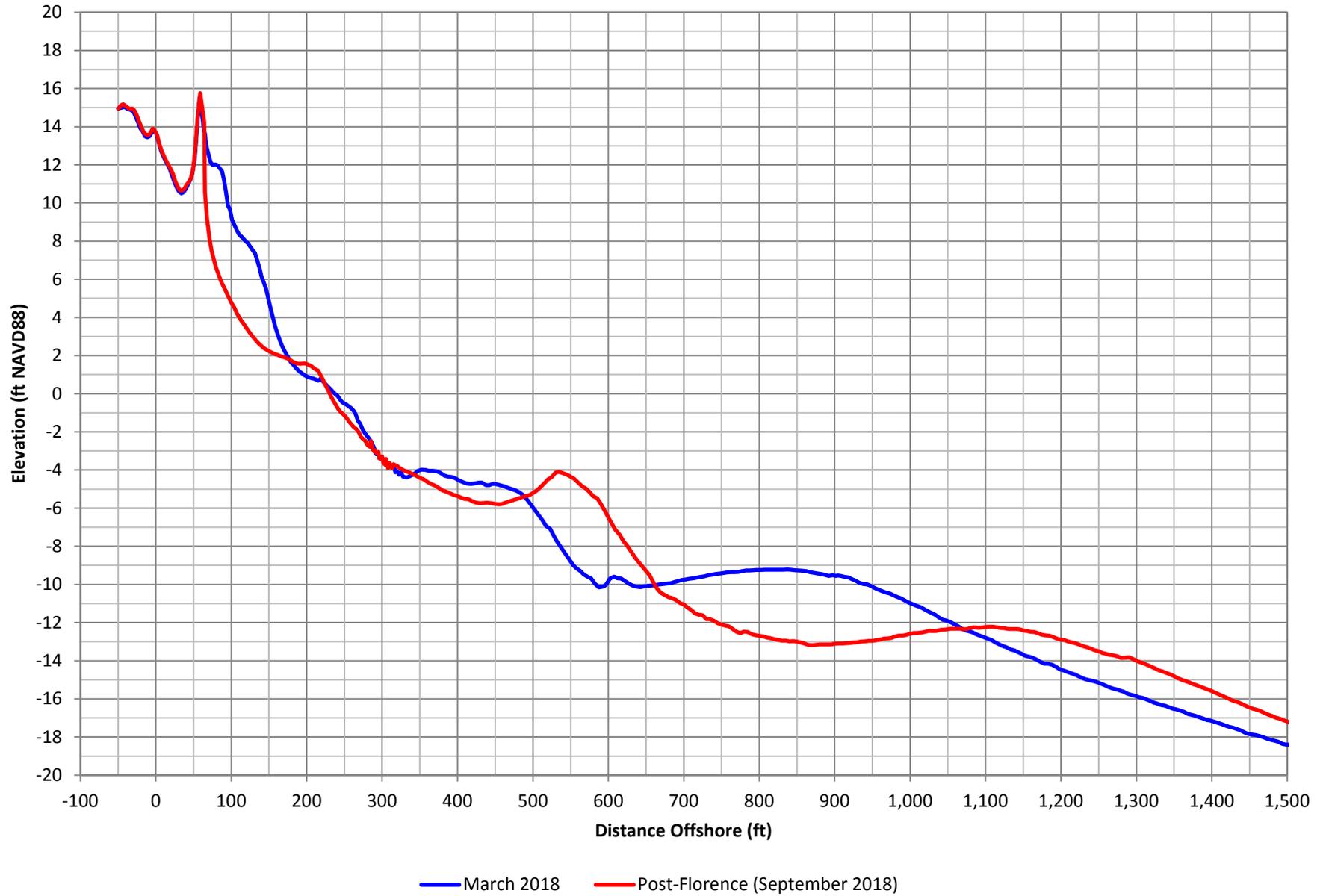
Bogue Banks Transect 83



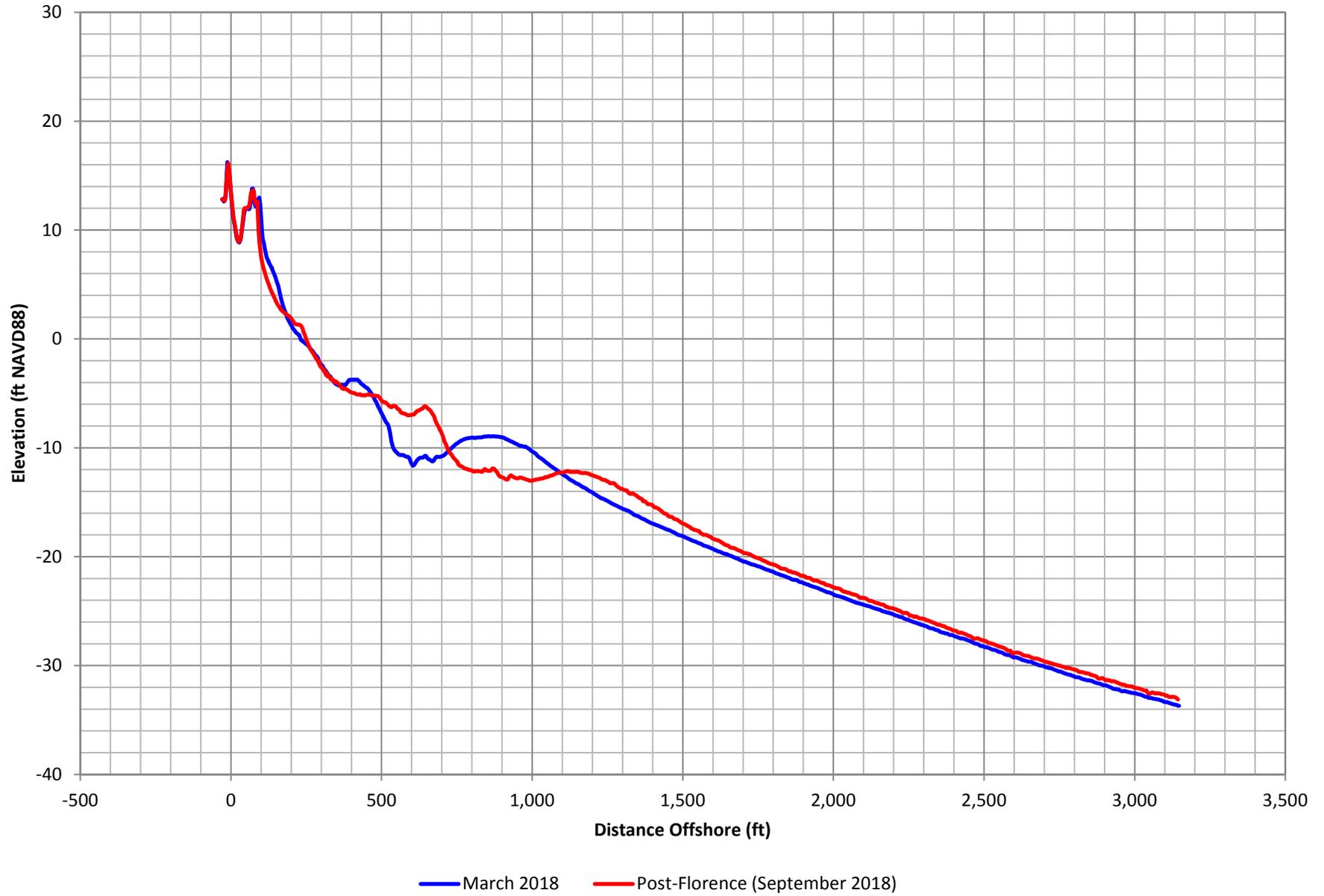
Bogue Banks Transect 84



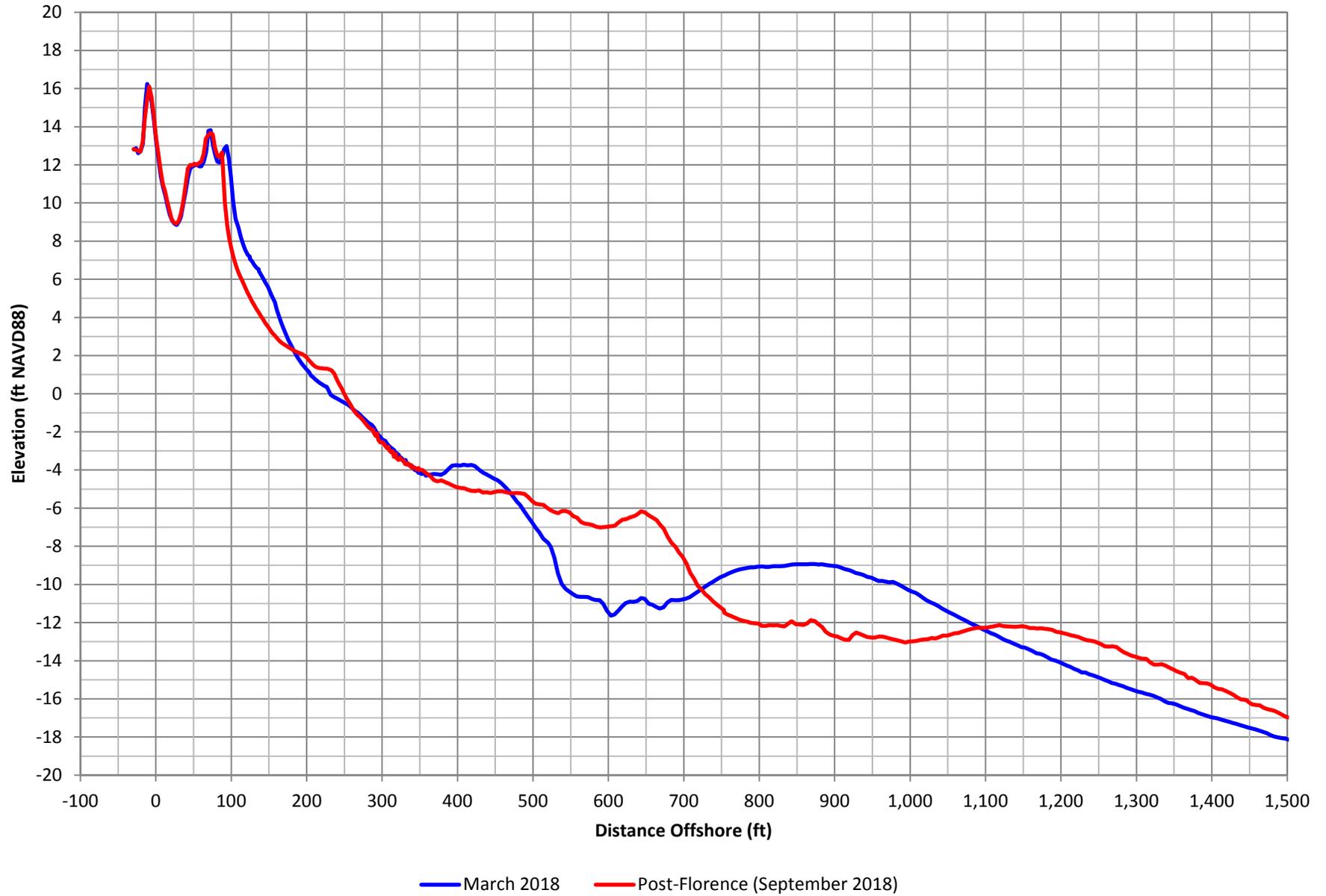
Bogue Banks Transect 84



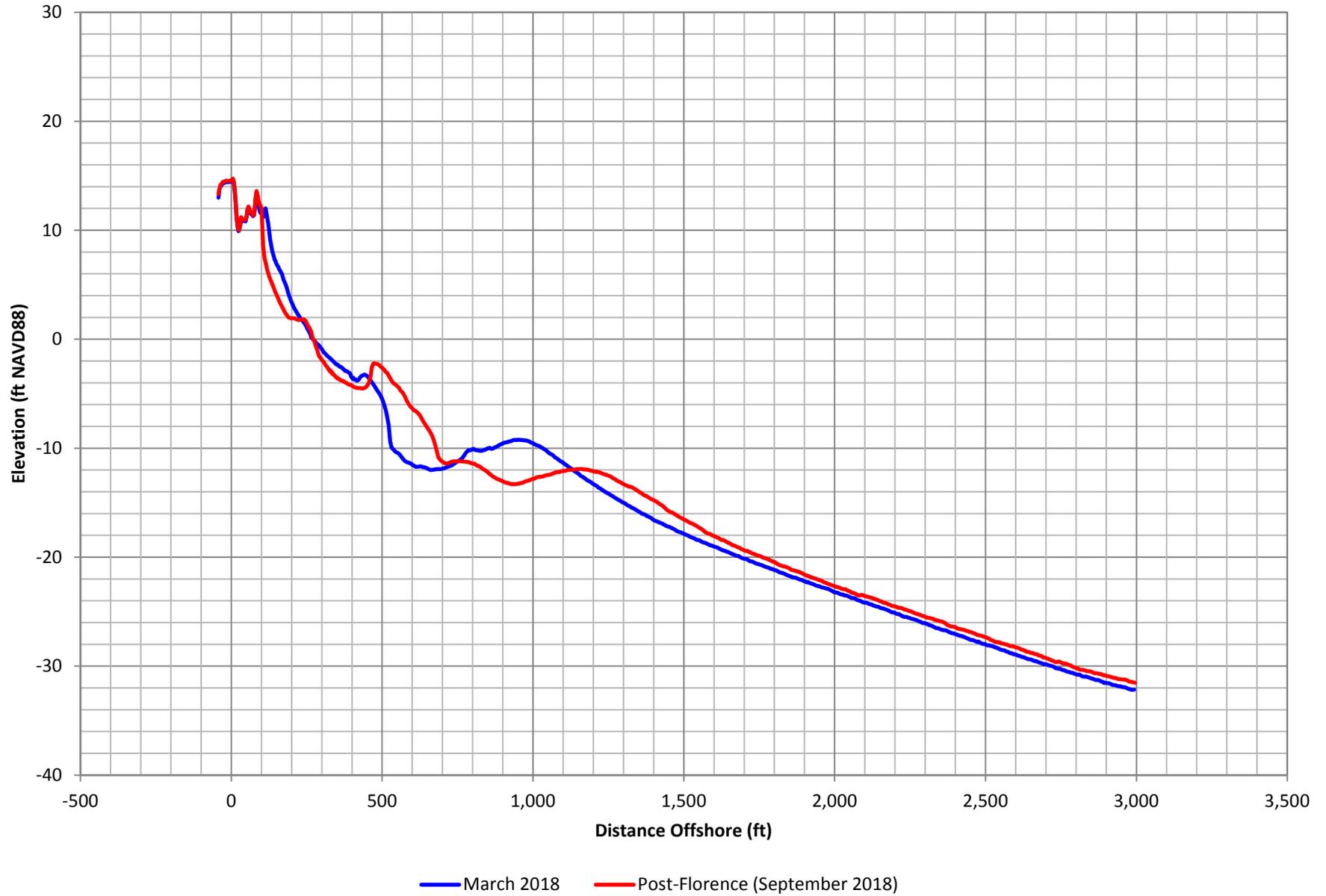
Bogue Banks Transect 85



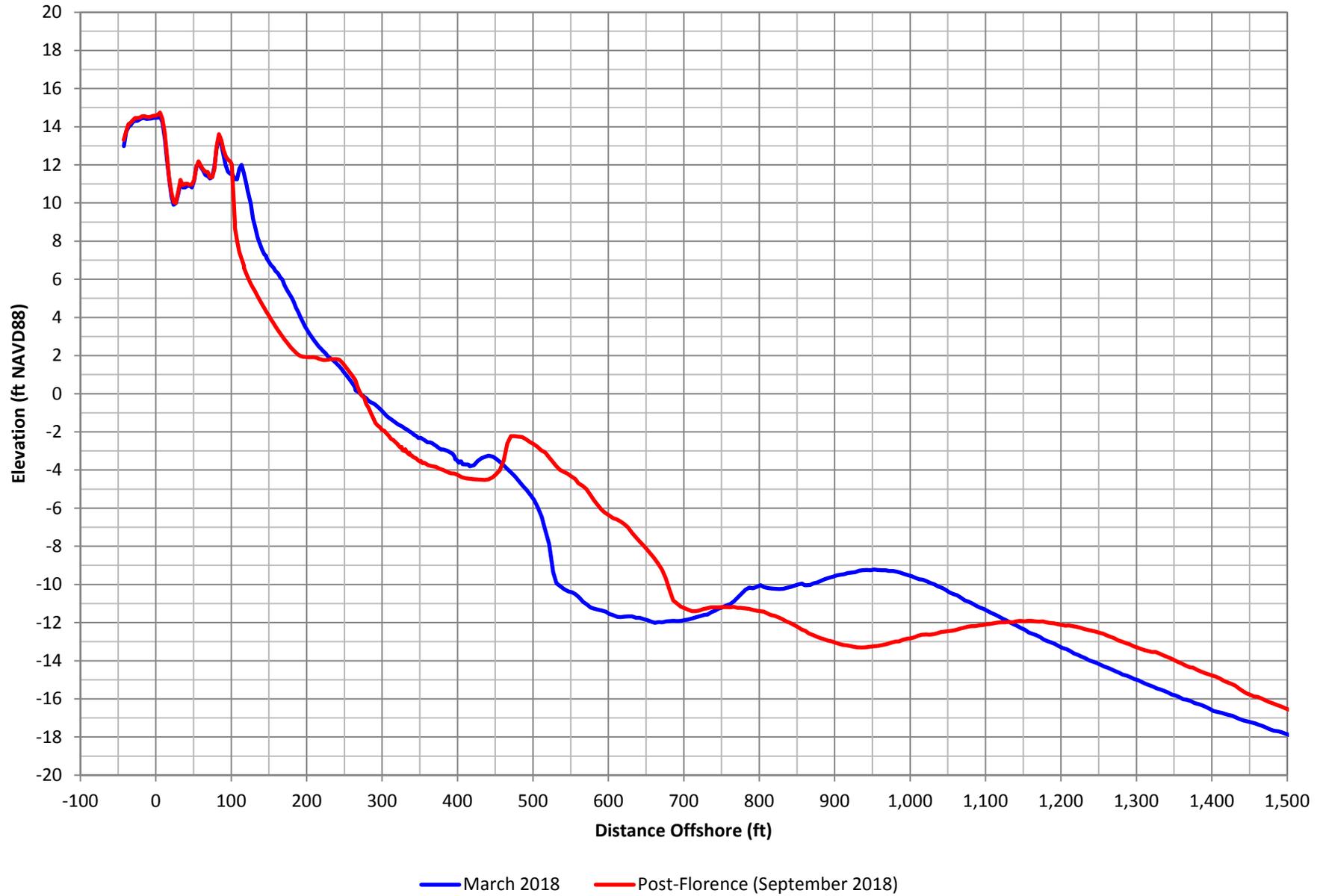
Bogue Banks Transect 85



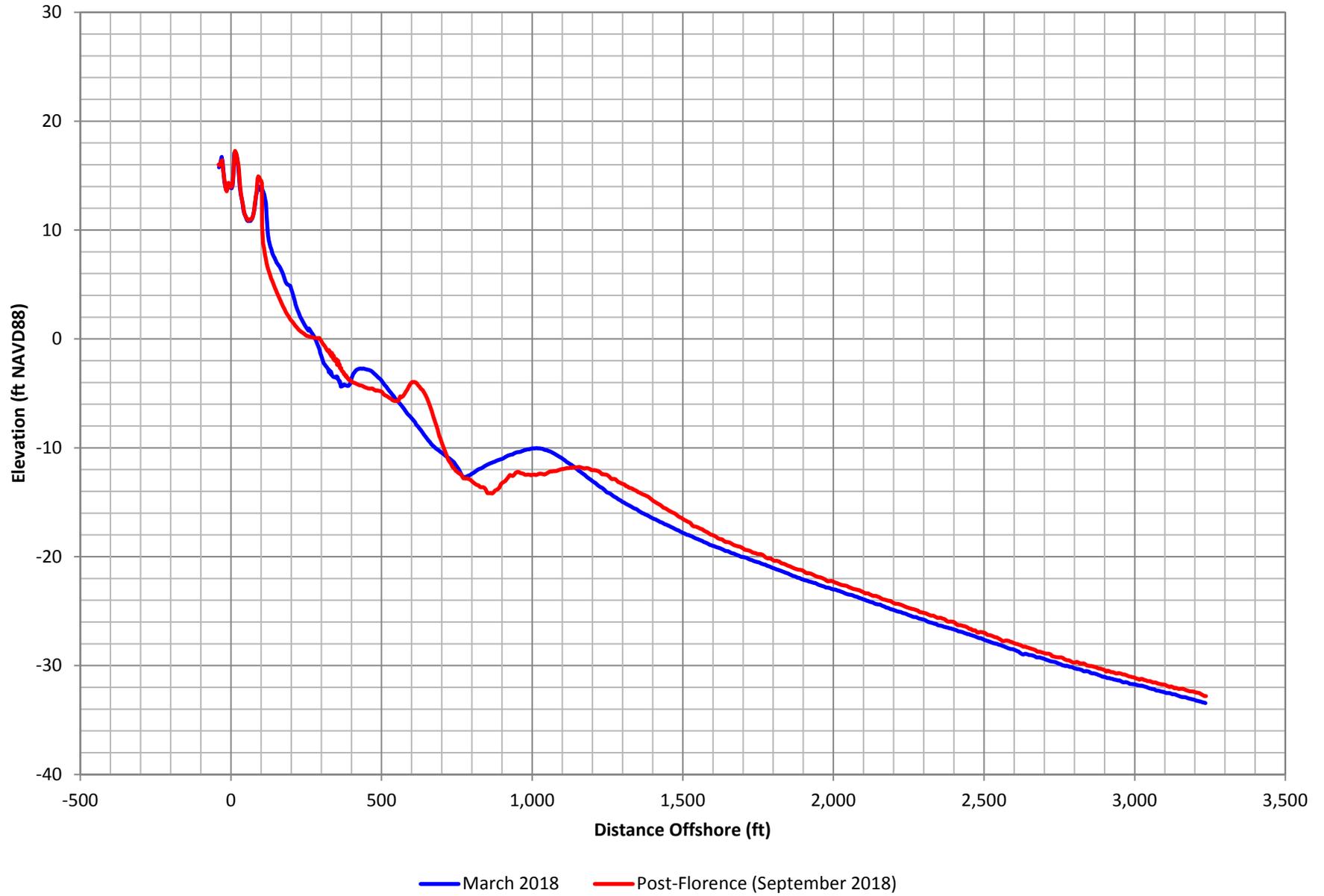
Bogue Banks Transect 86



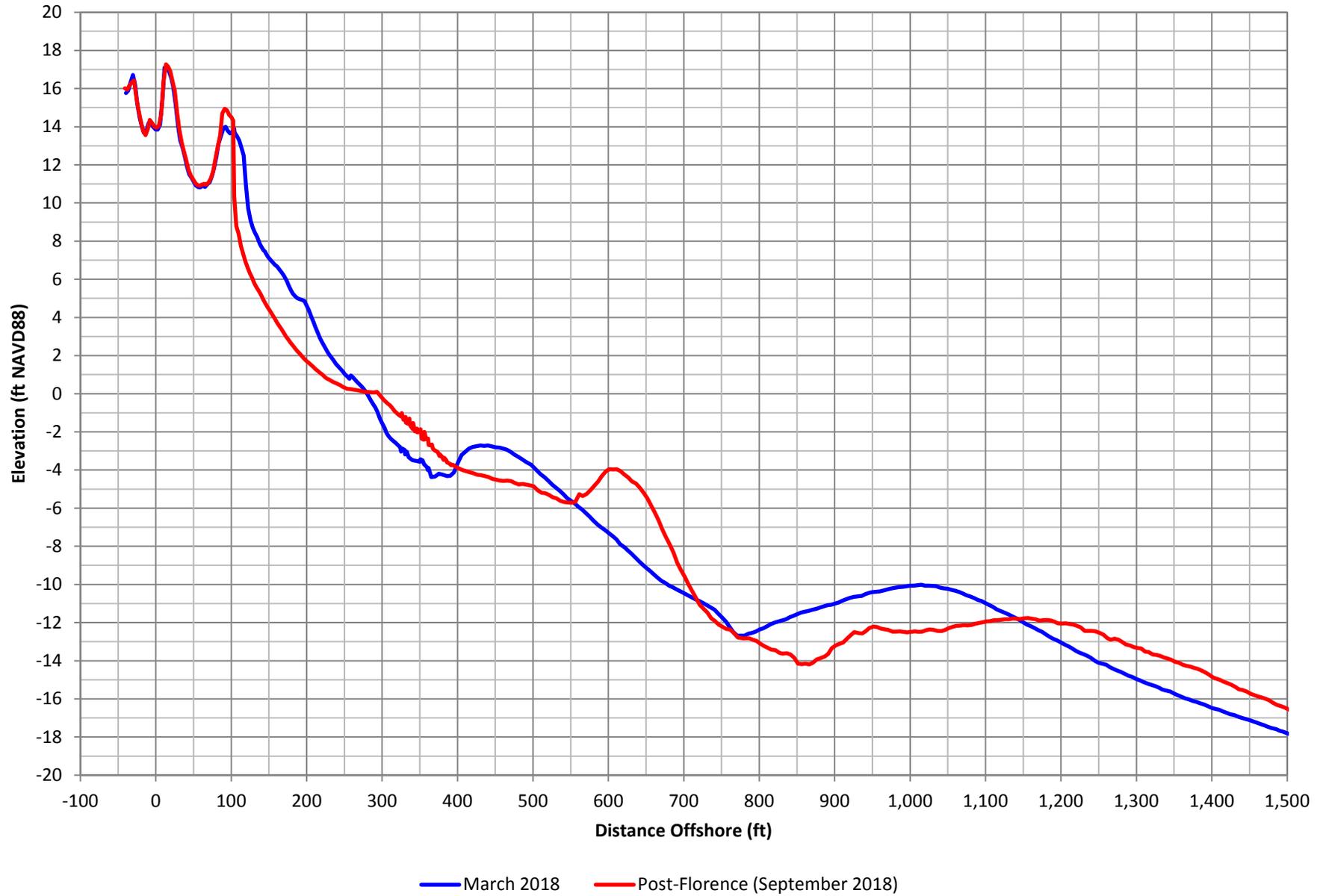
Bogue Banks Transect 86



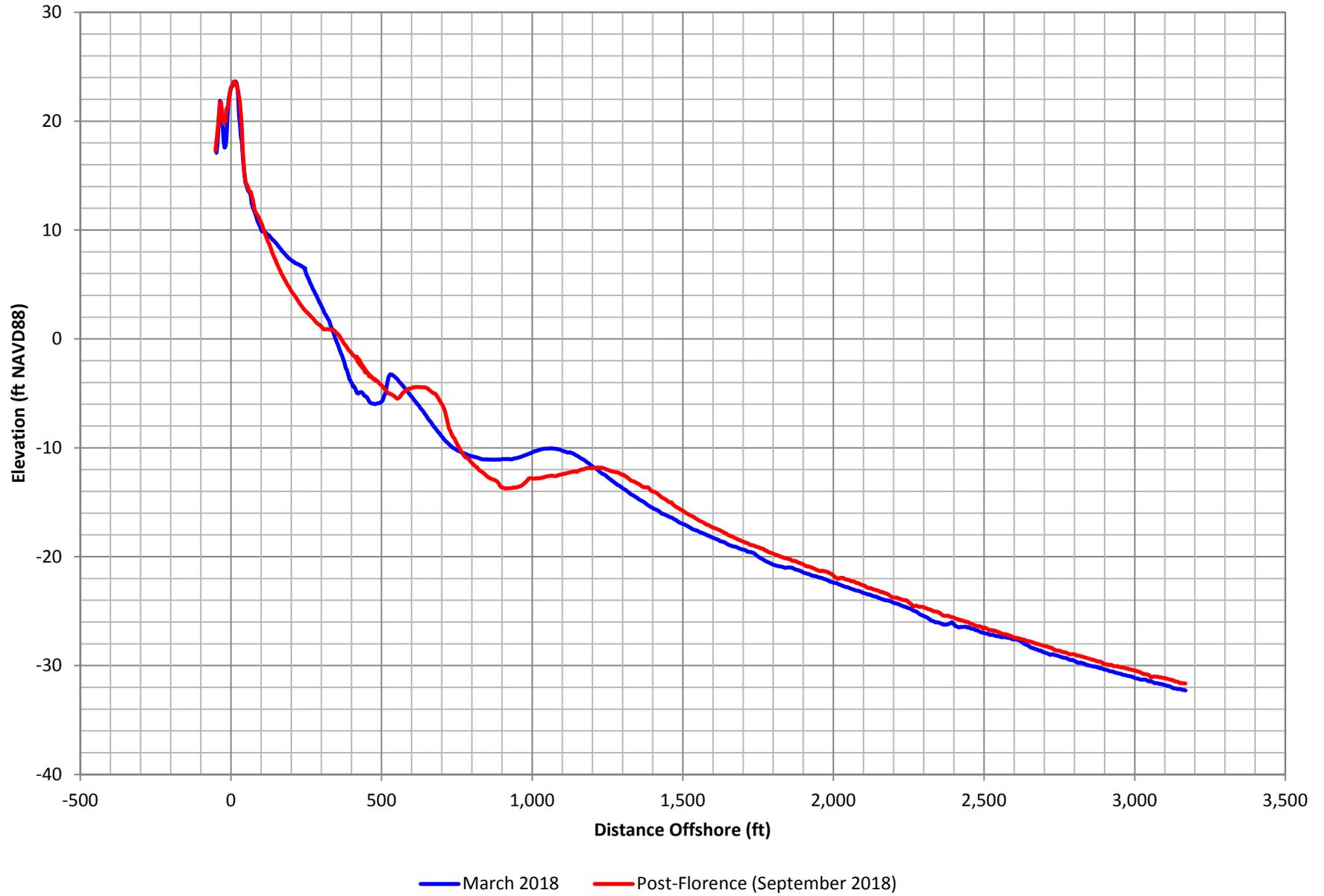
Bogue Banks Transect 87



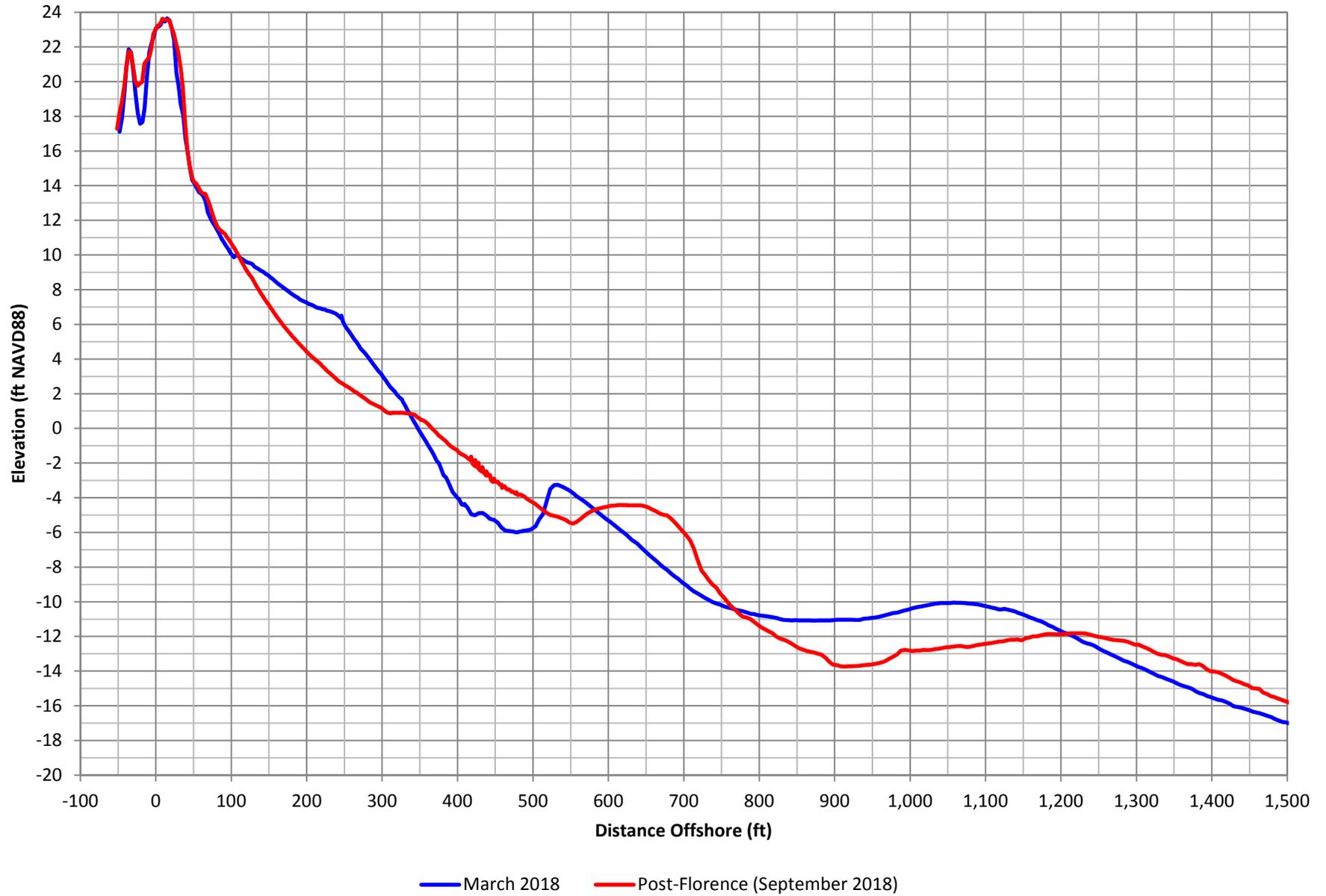
Bogue Banks Transect 87



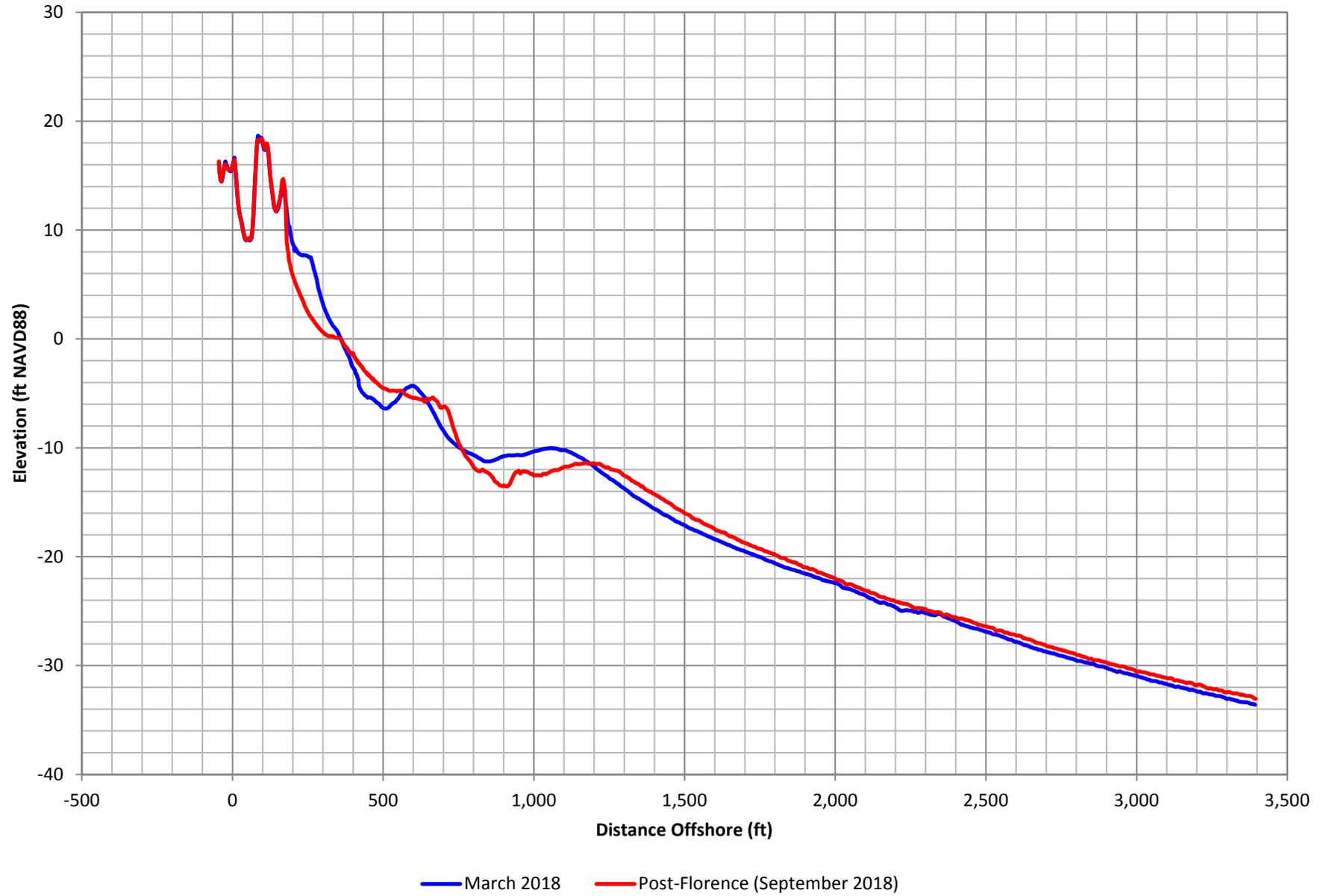
Bogue Banks Transect 88



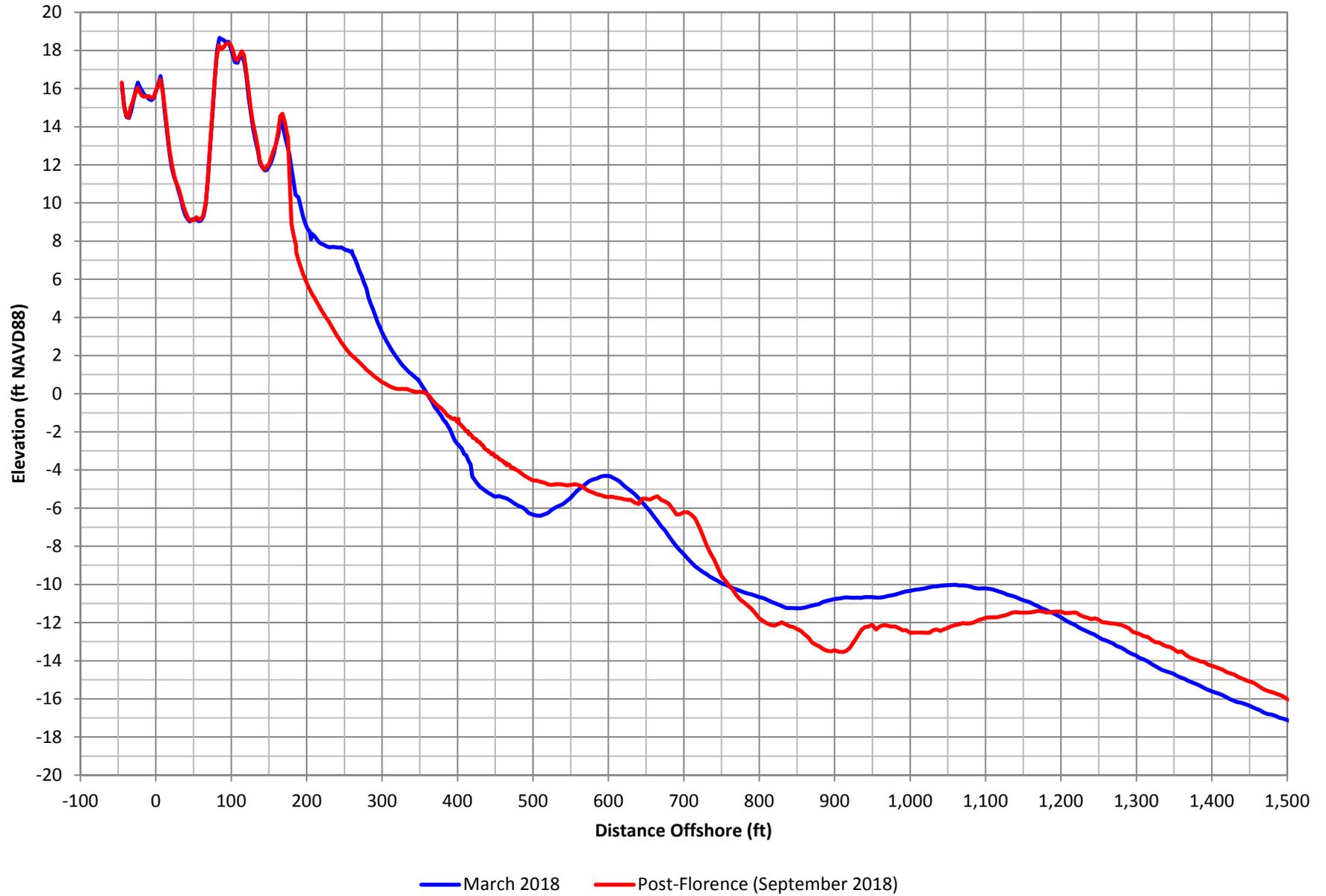
Bogue Banks Transect 88



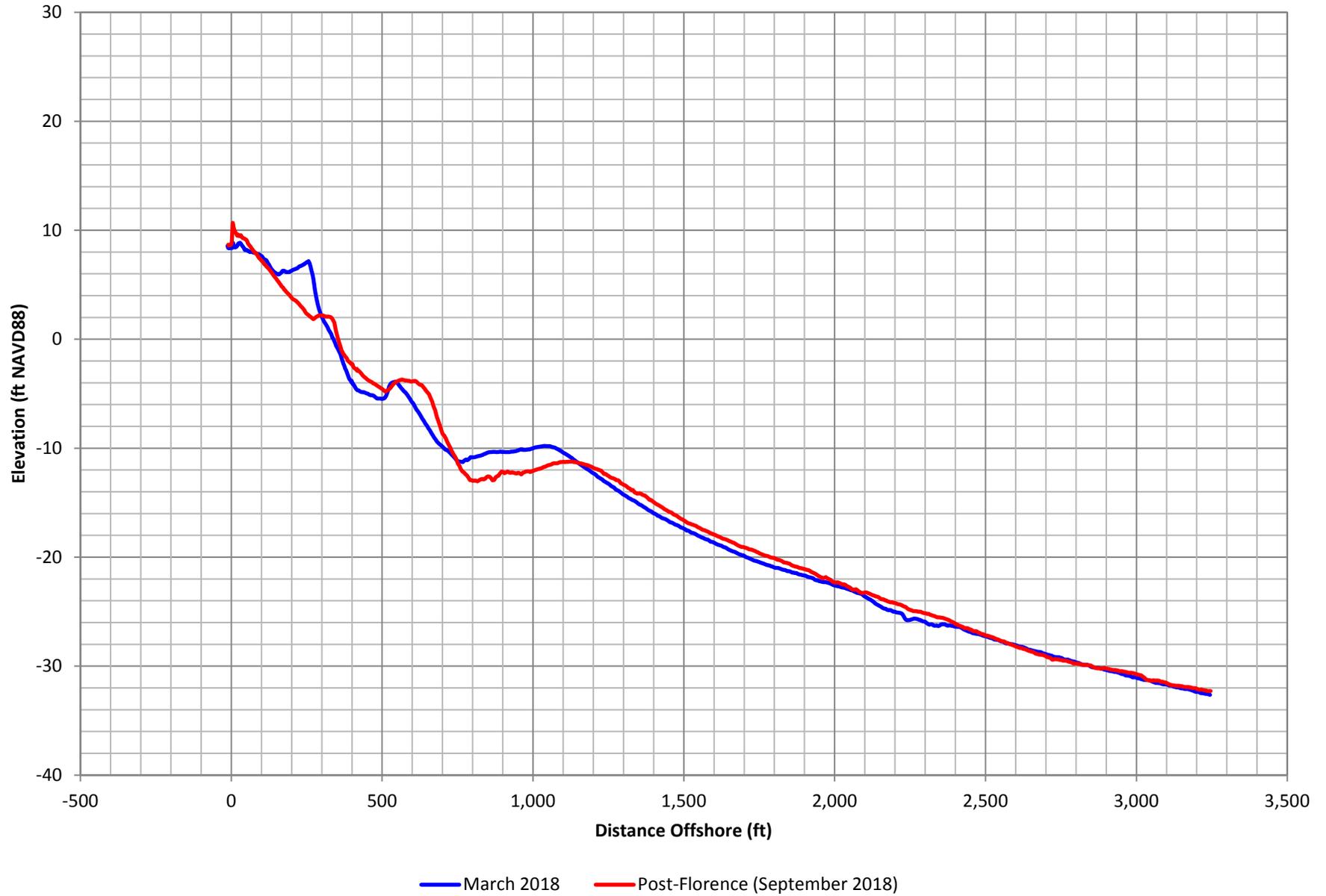
Bogue Banks Transect 89



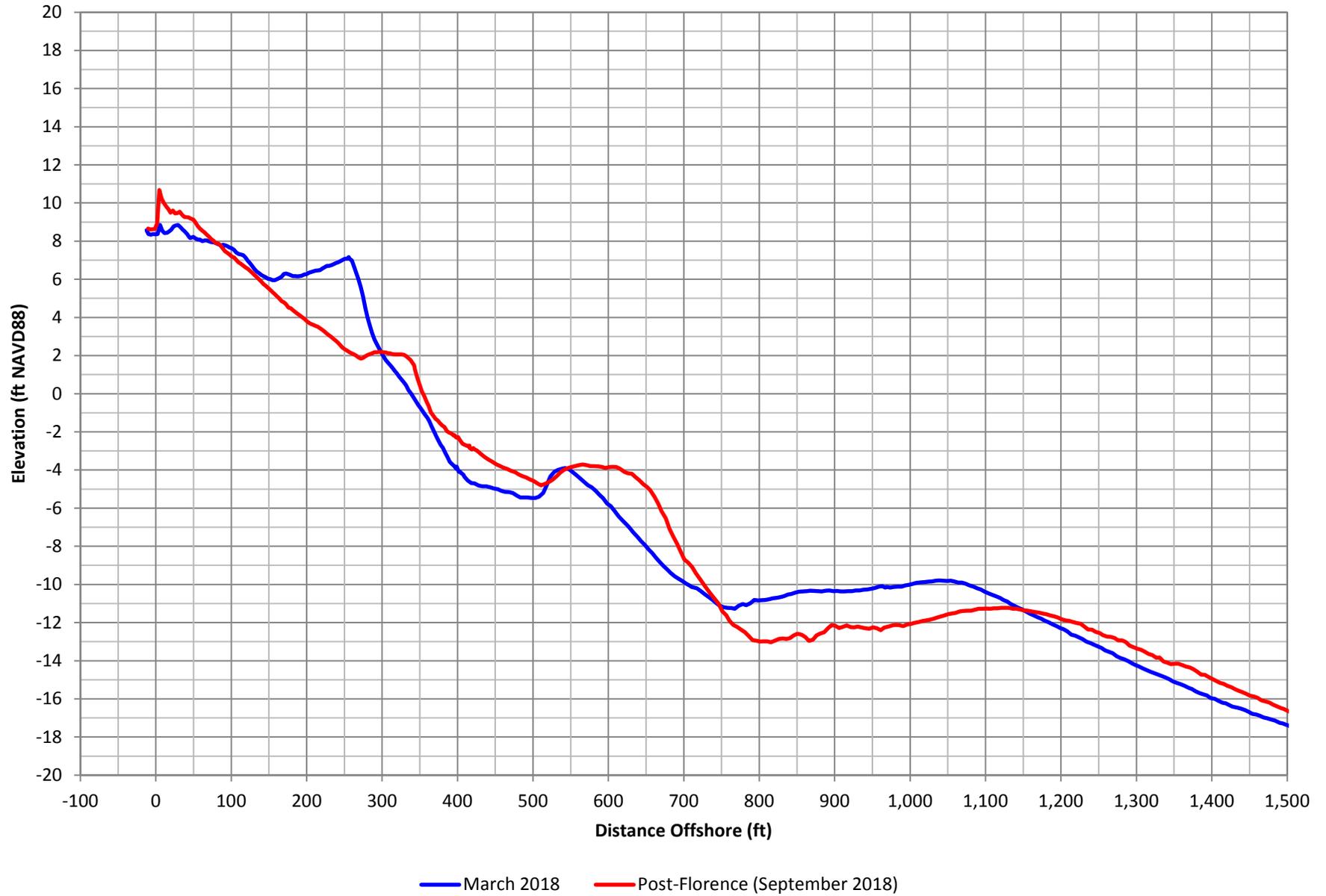
Bogue Banks Transect 89



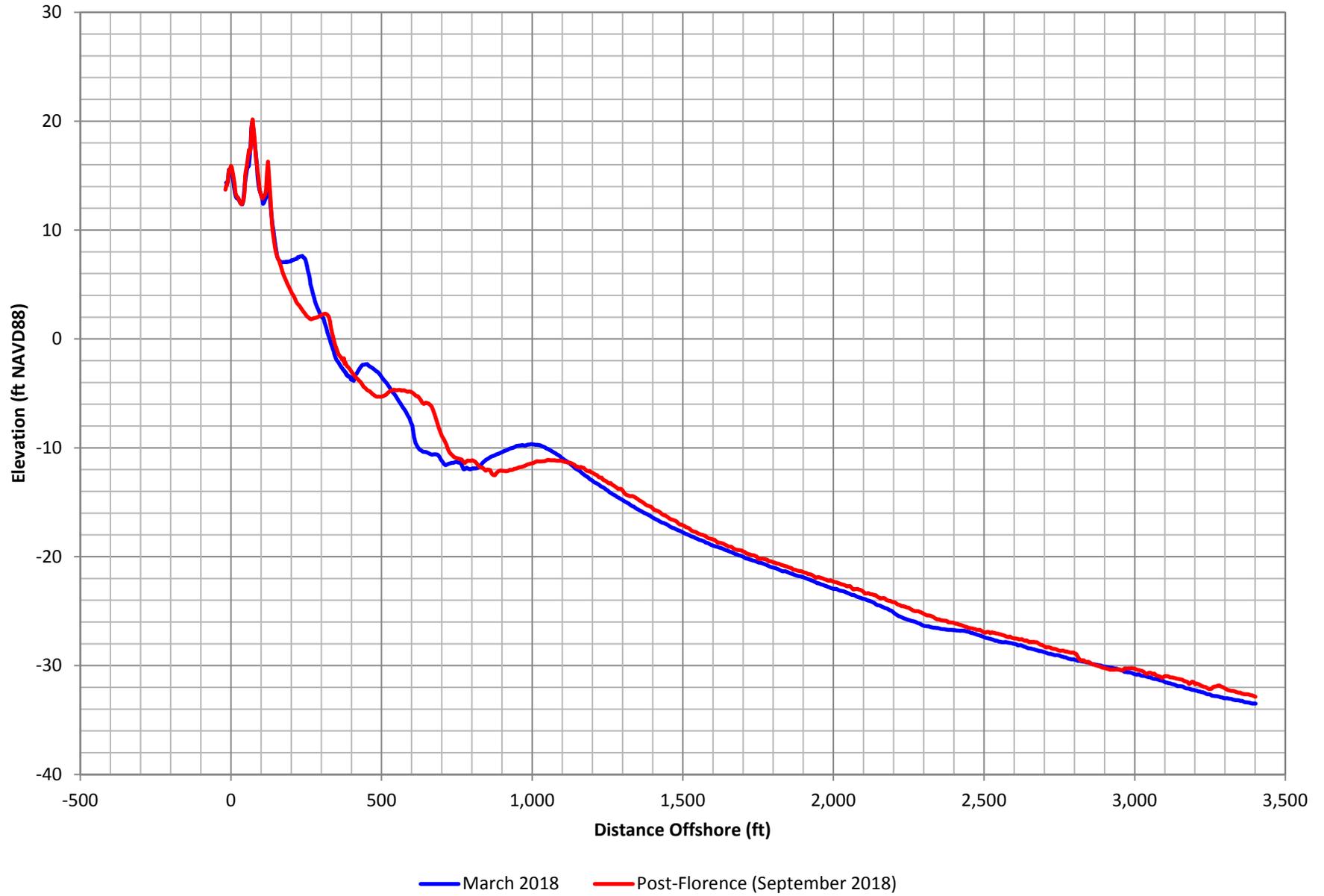
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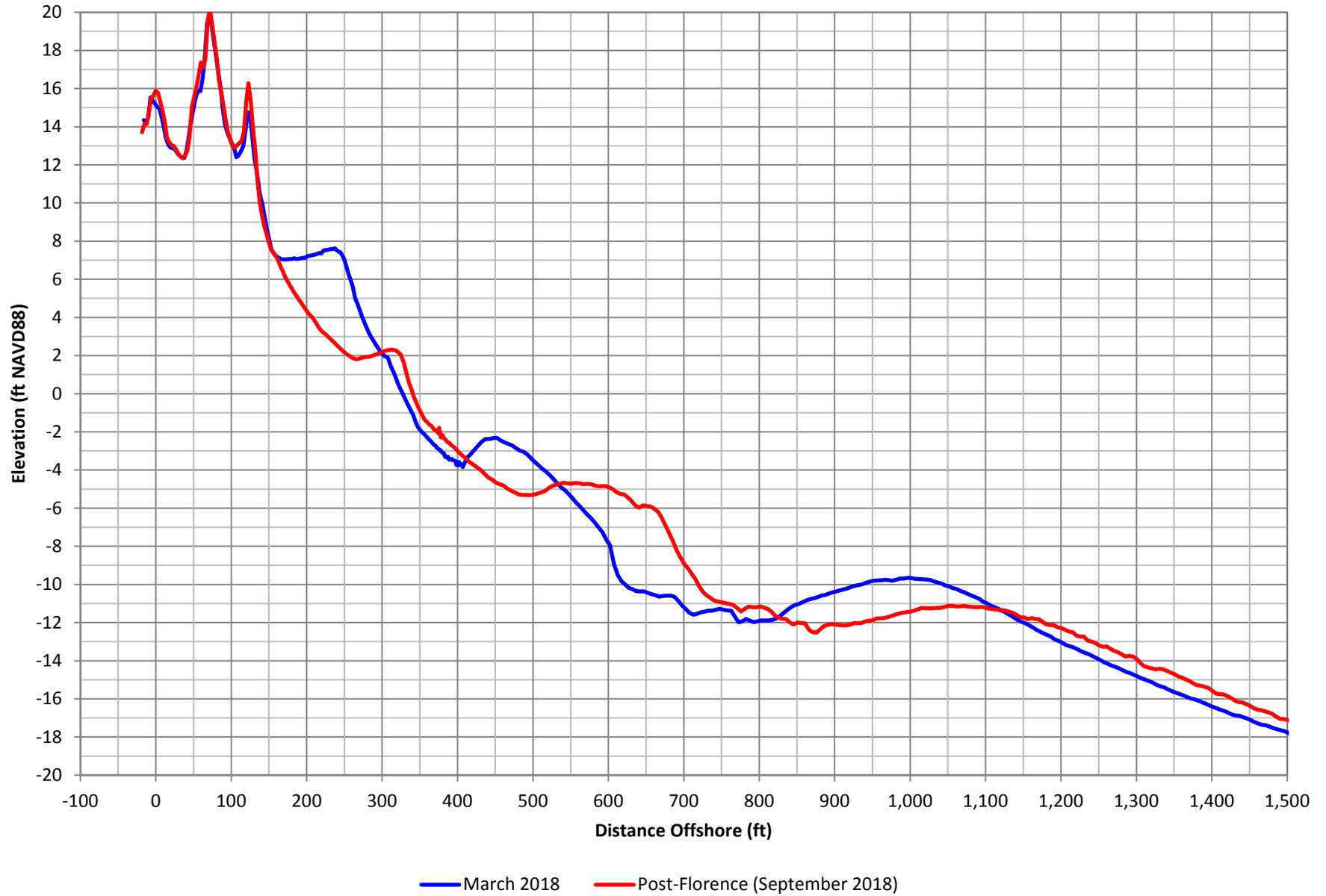
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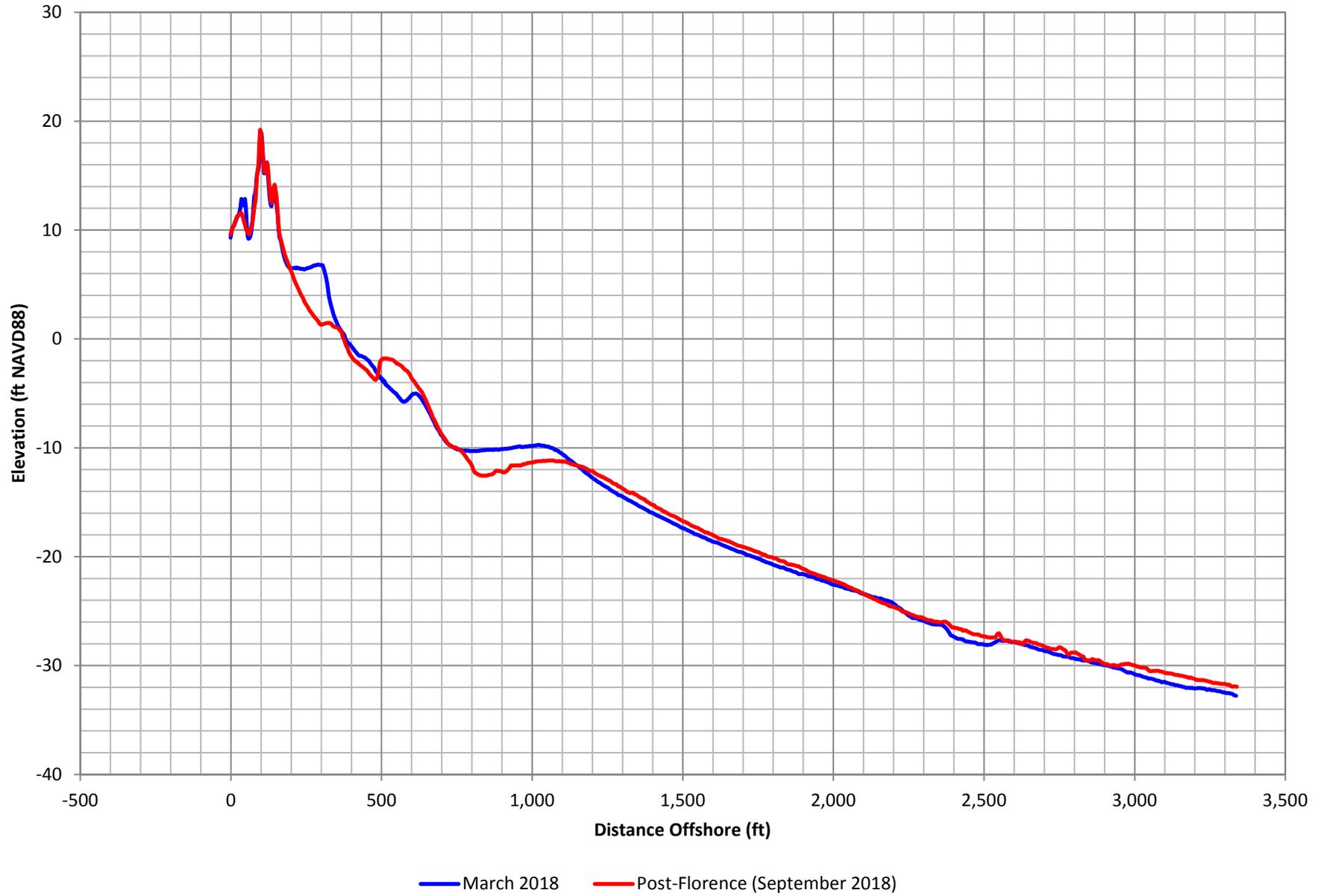
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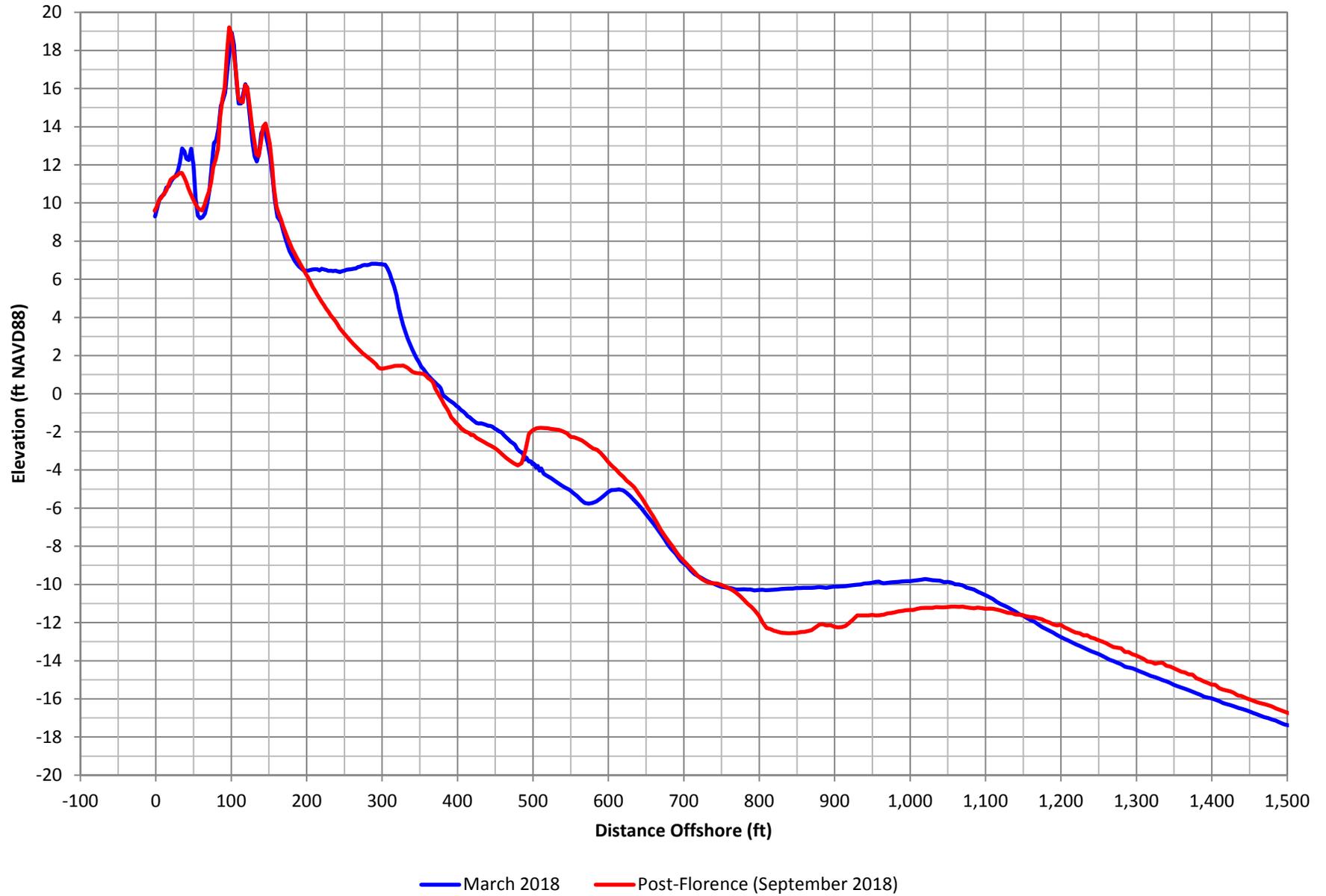
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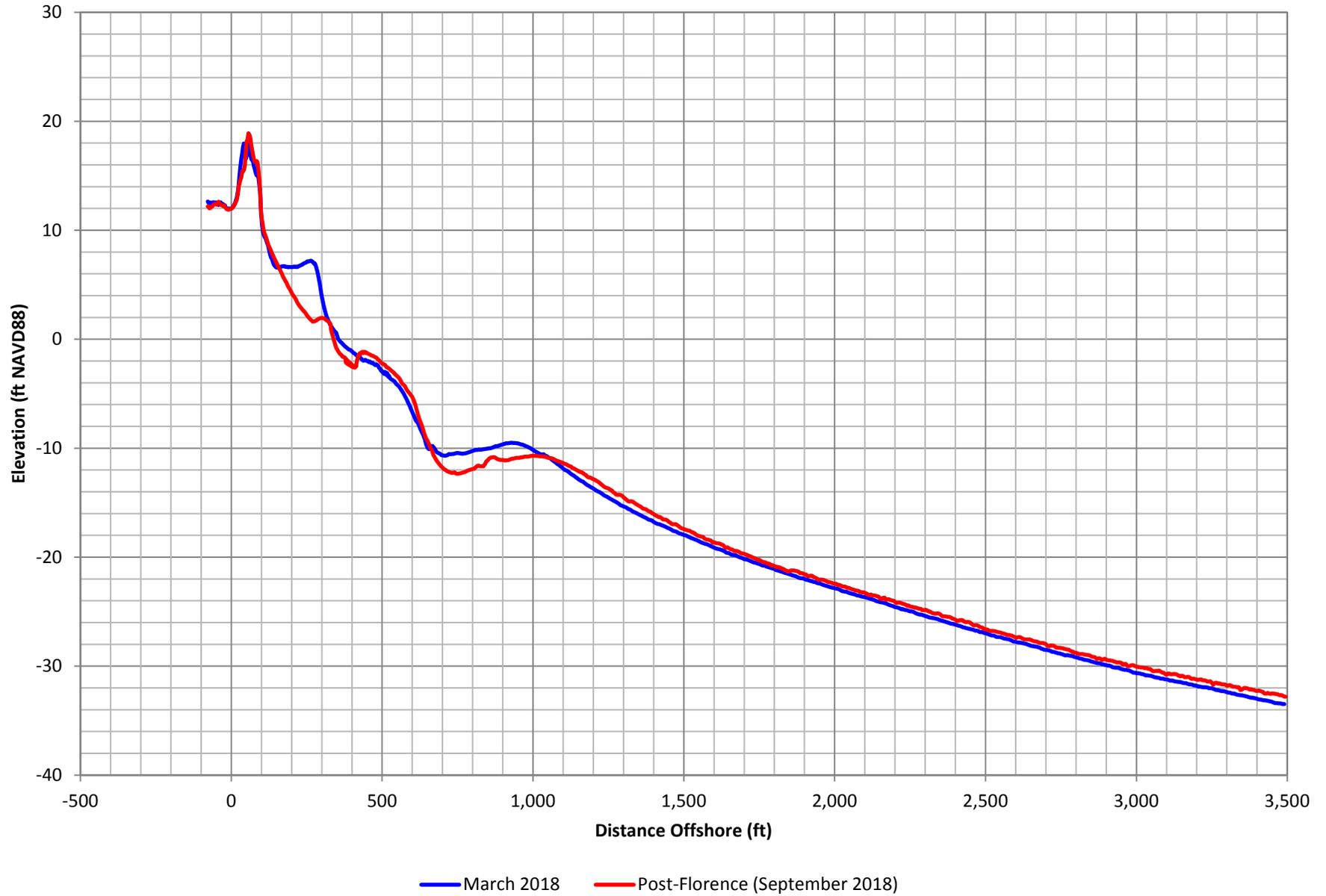
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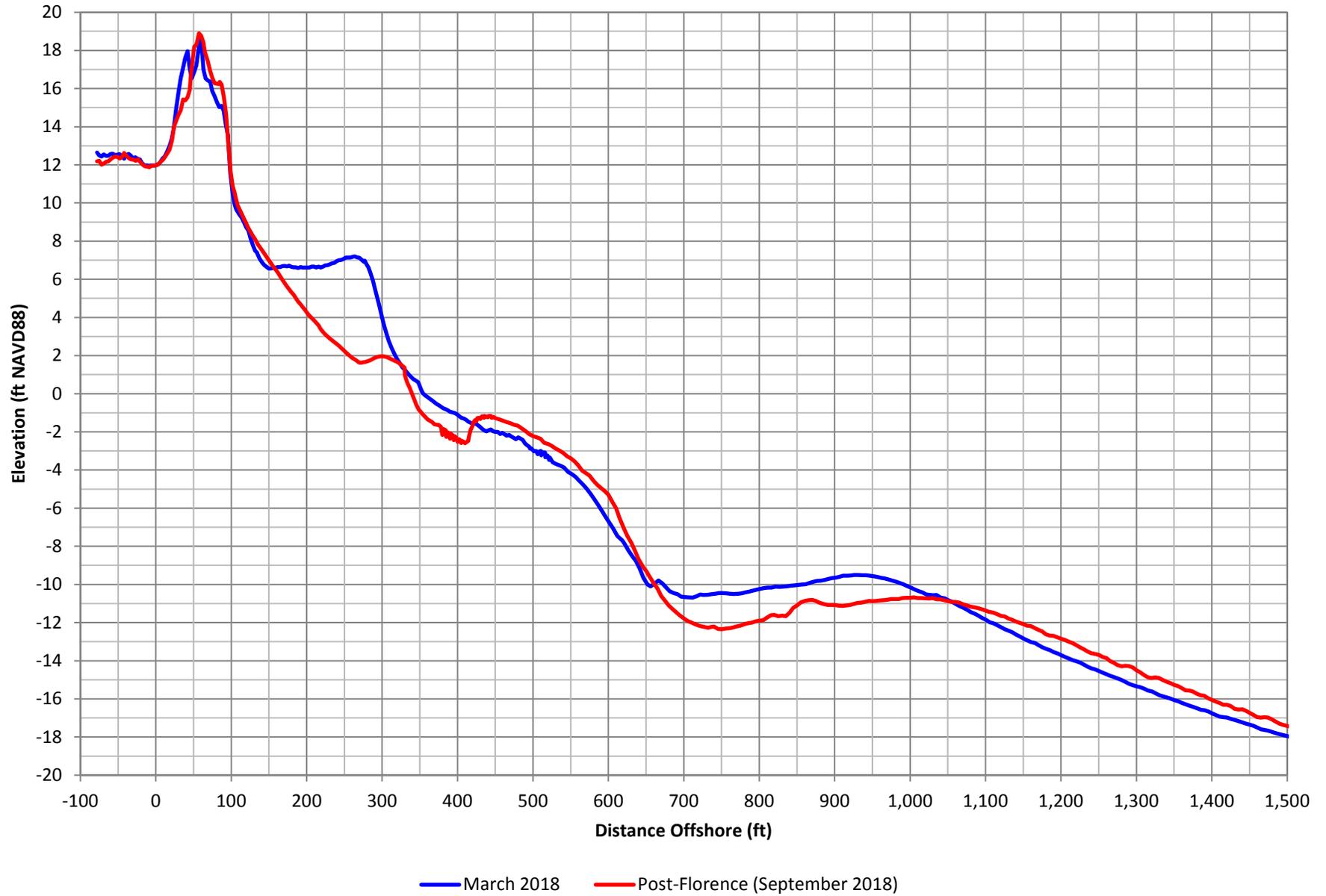
Bogue Banks Transect 92



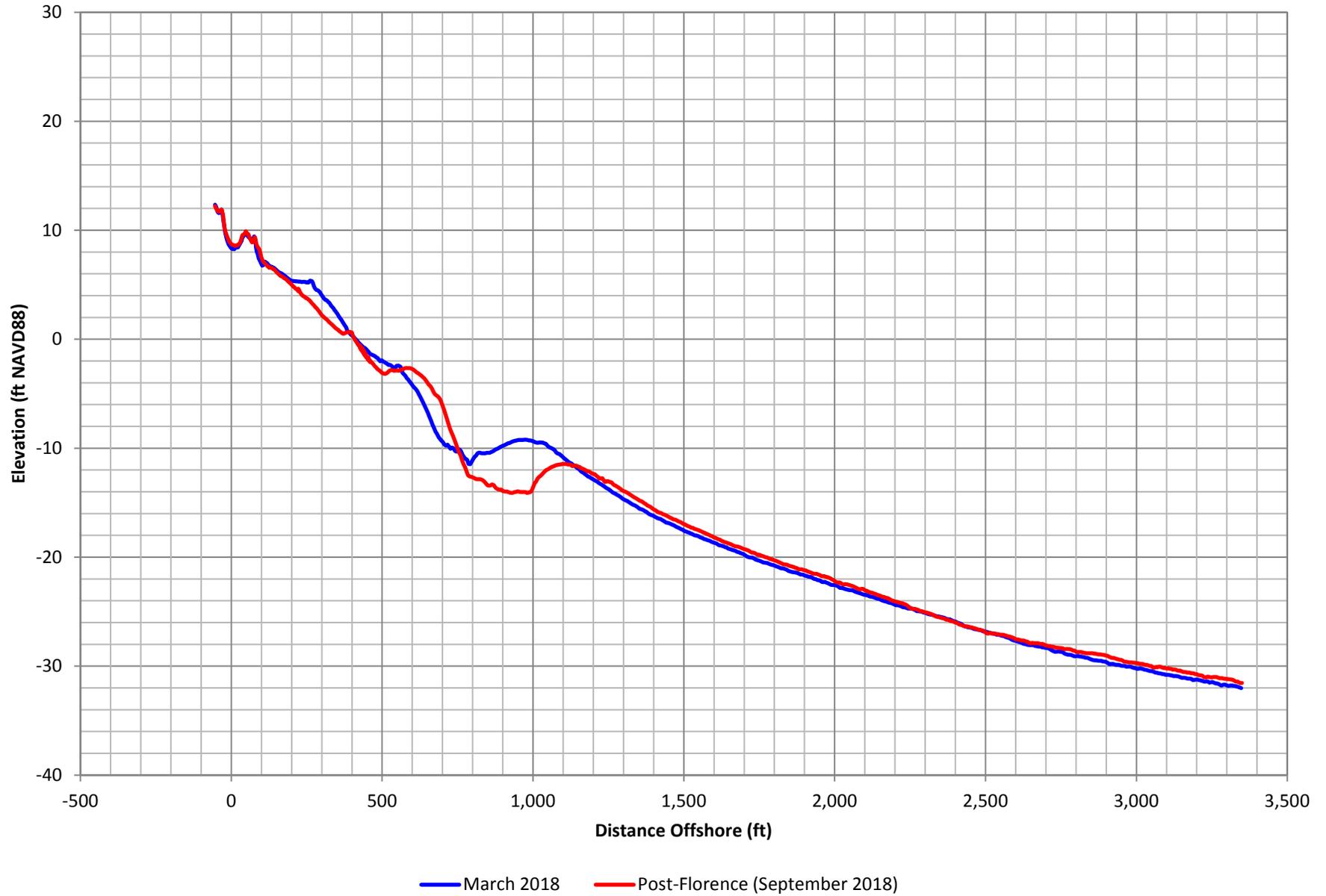
Bogue Banks Transect 93



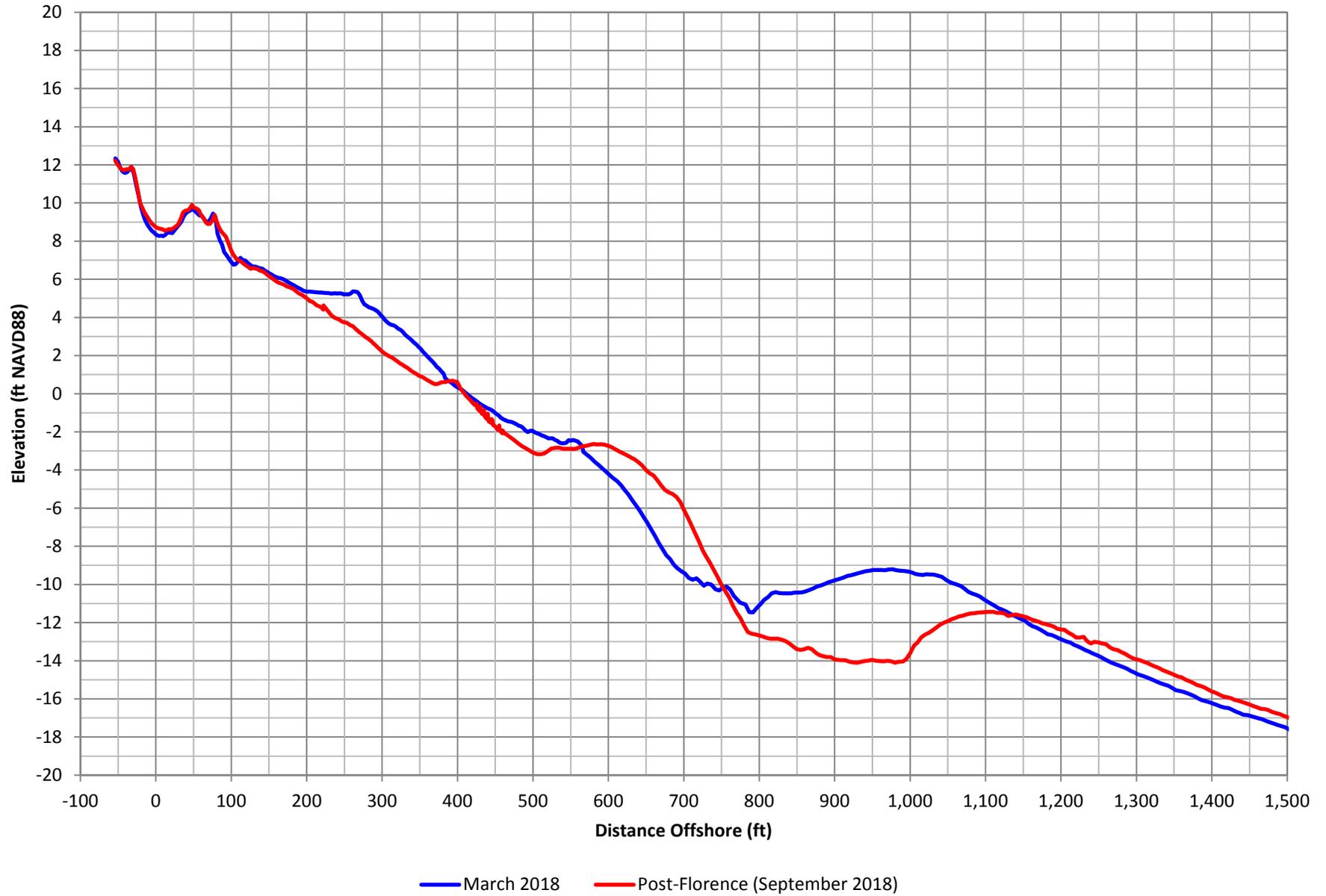
Bogue Banks Transect 93



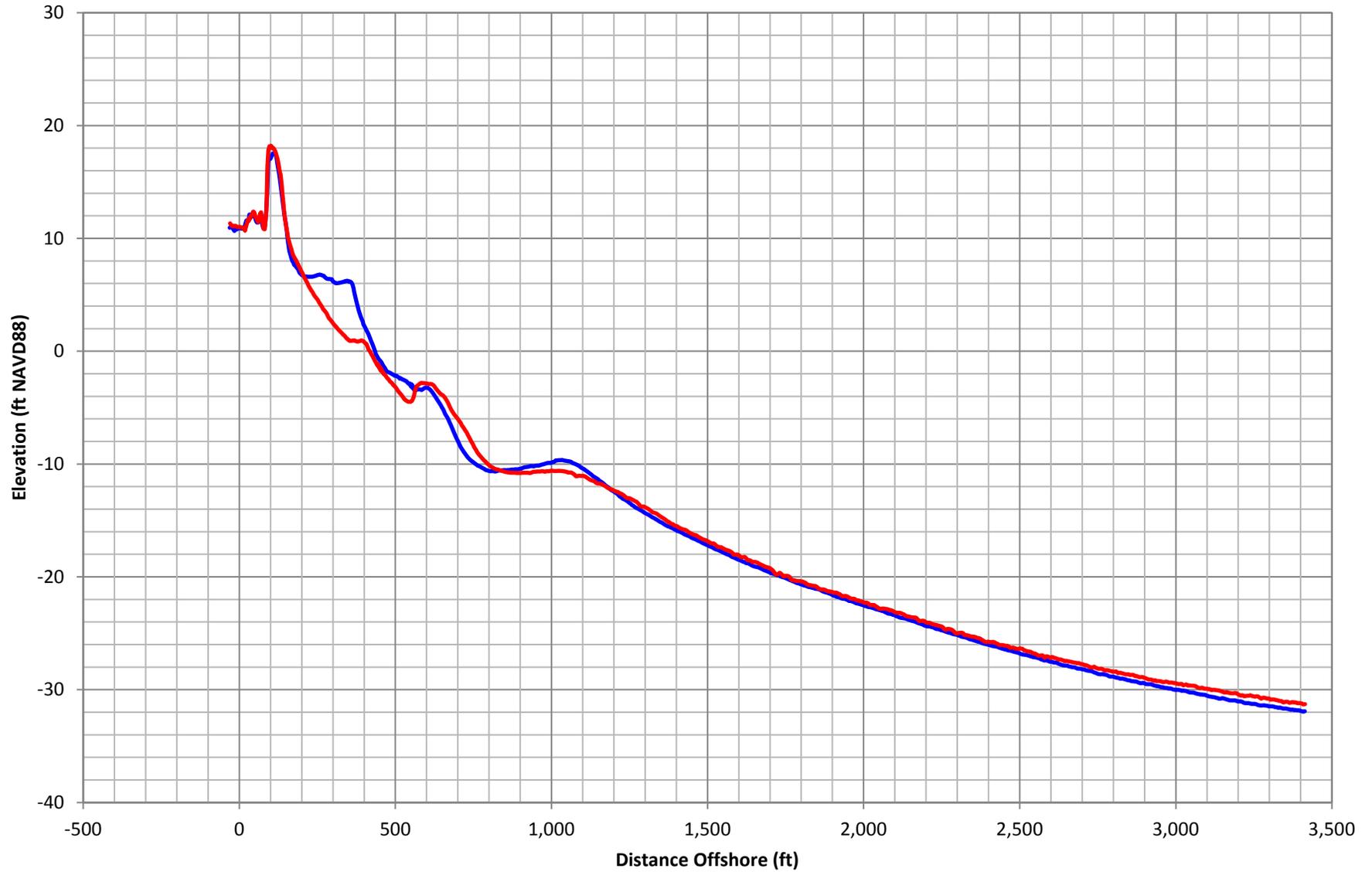
Bogue Banks Transect 94



Bogue Banks Transect 94

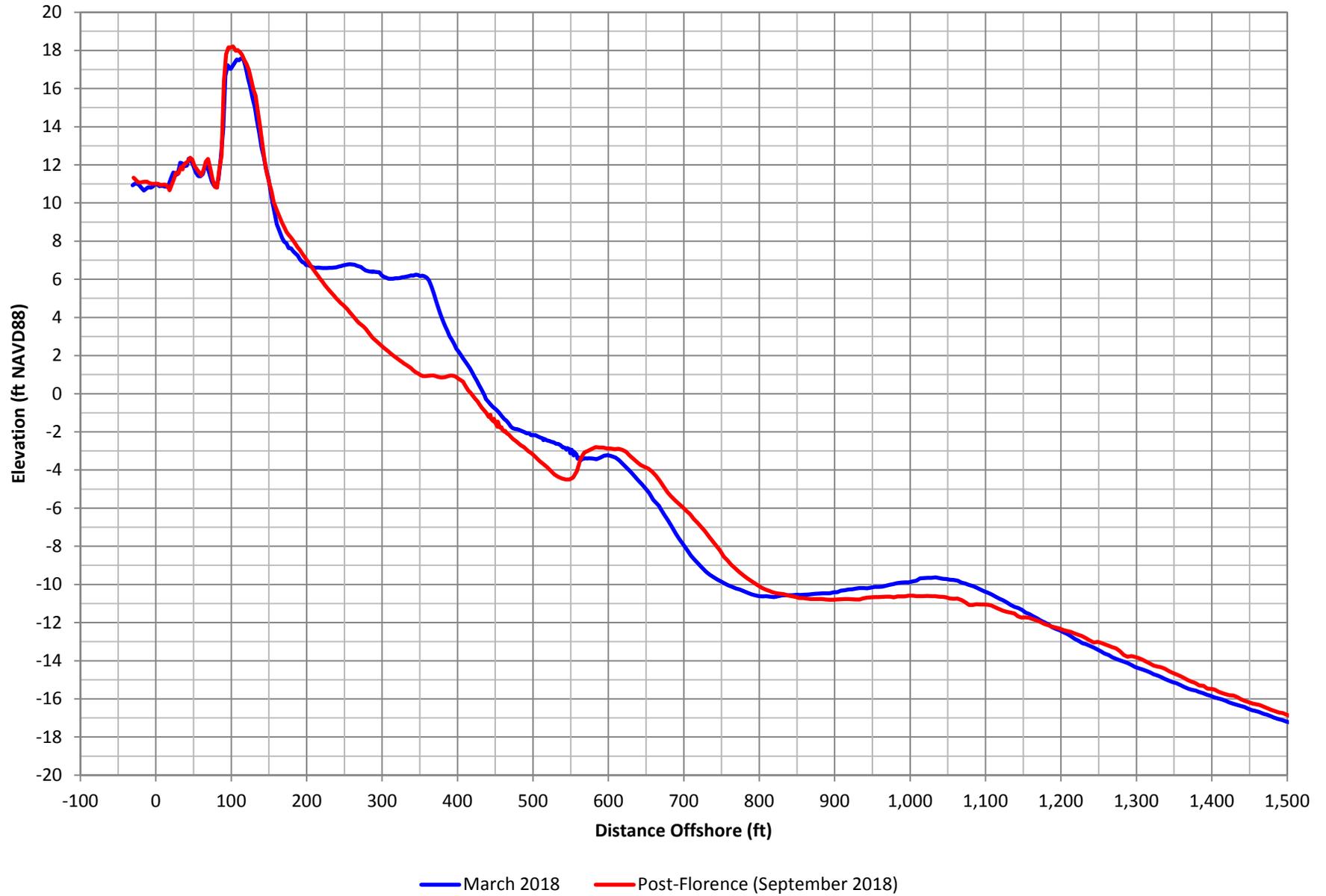


Bogue Banks Transect 95

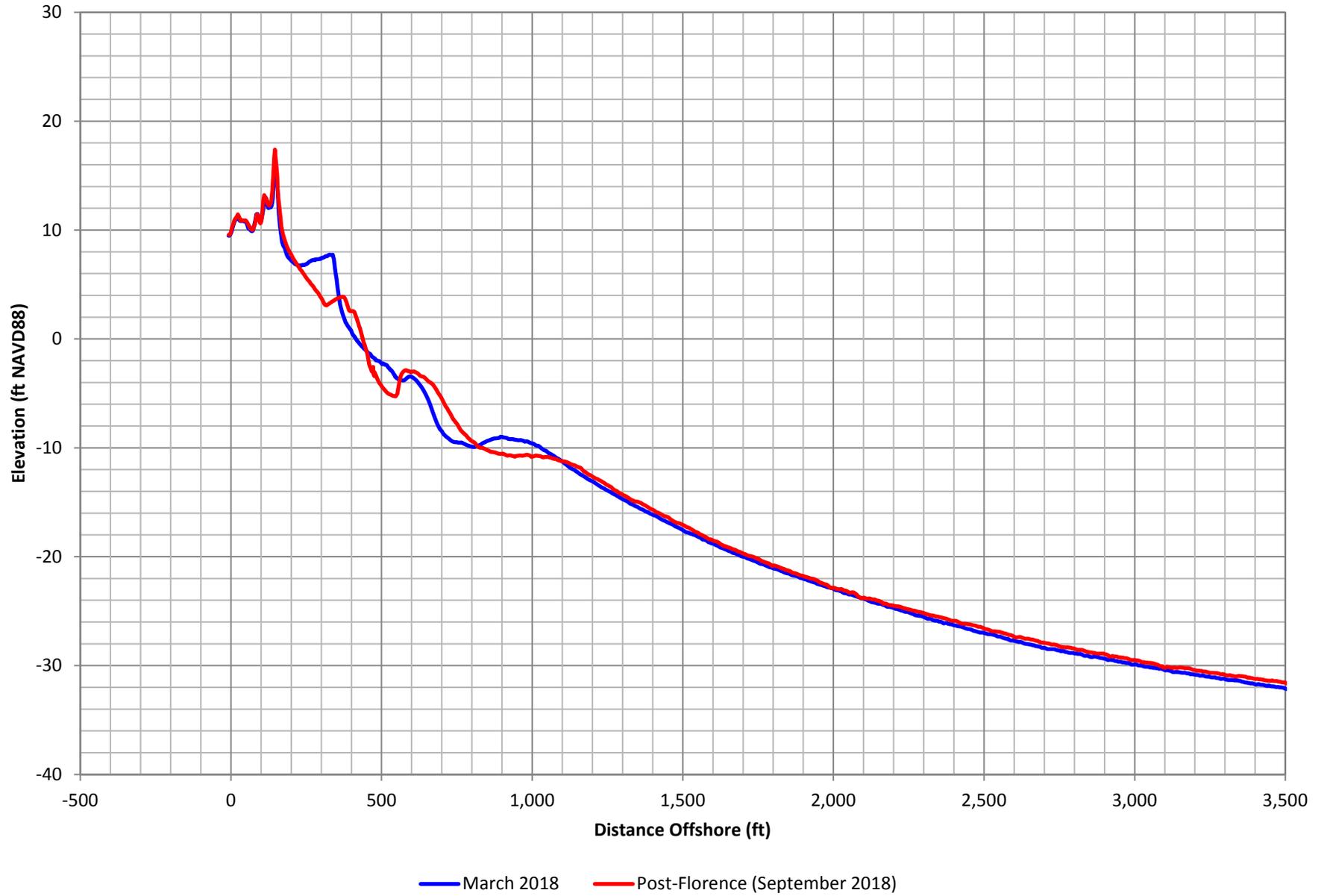


— March 2018 — Post-Florence (September 2018)

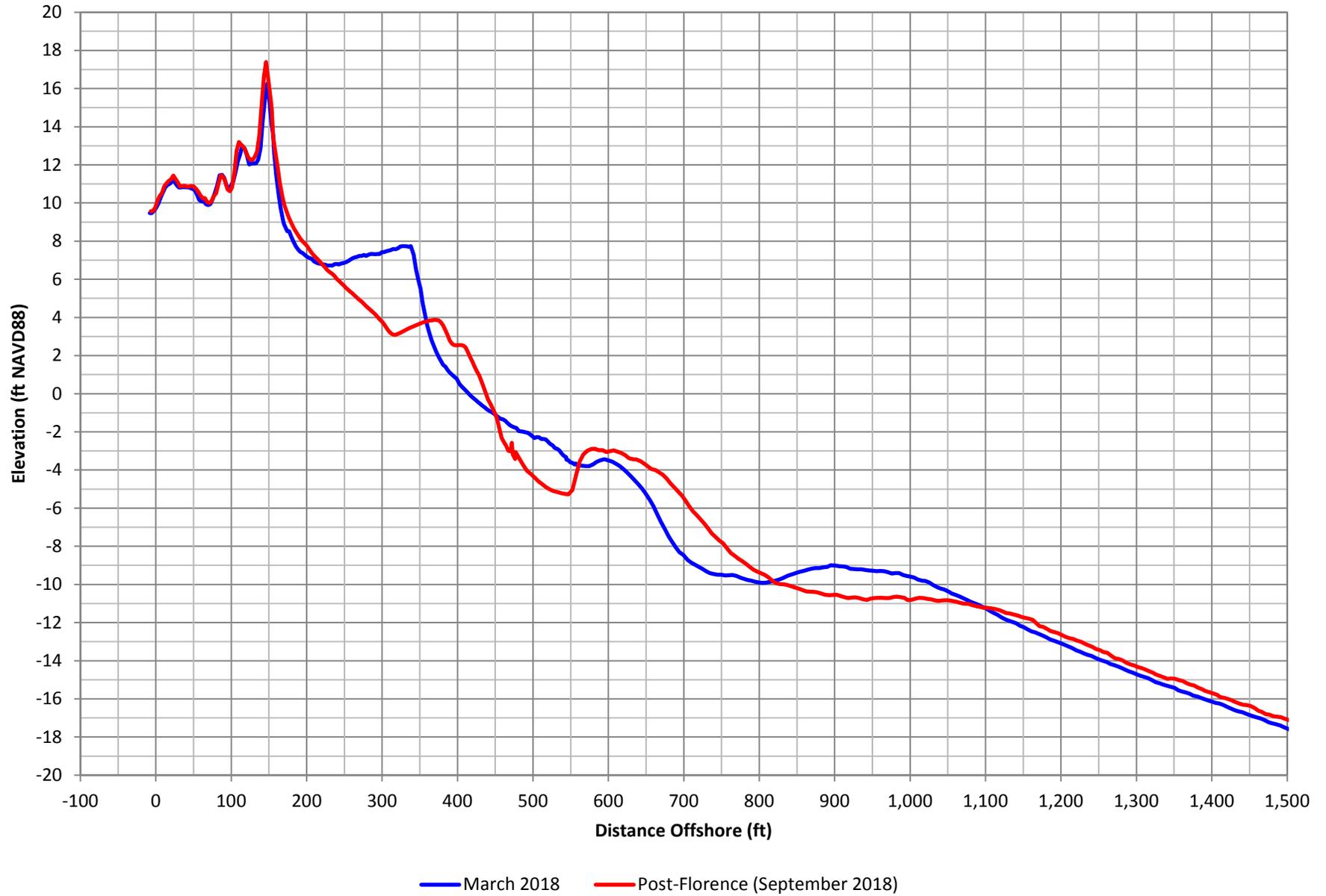
Bogue Banks Transect 95



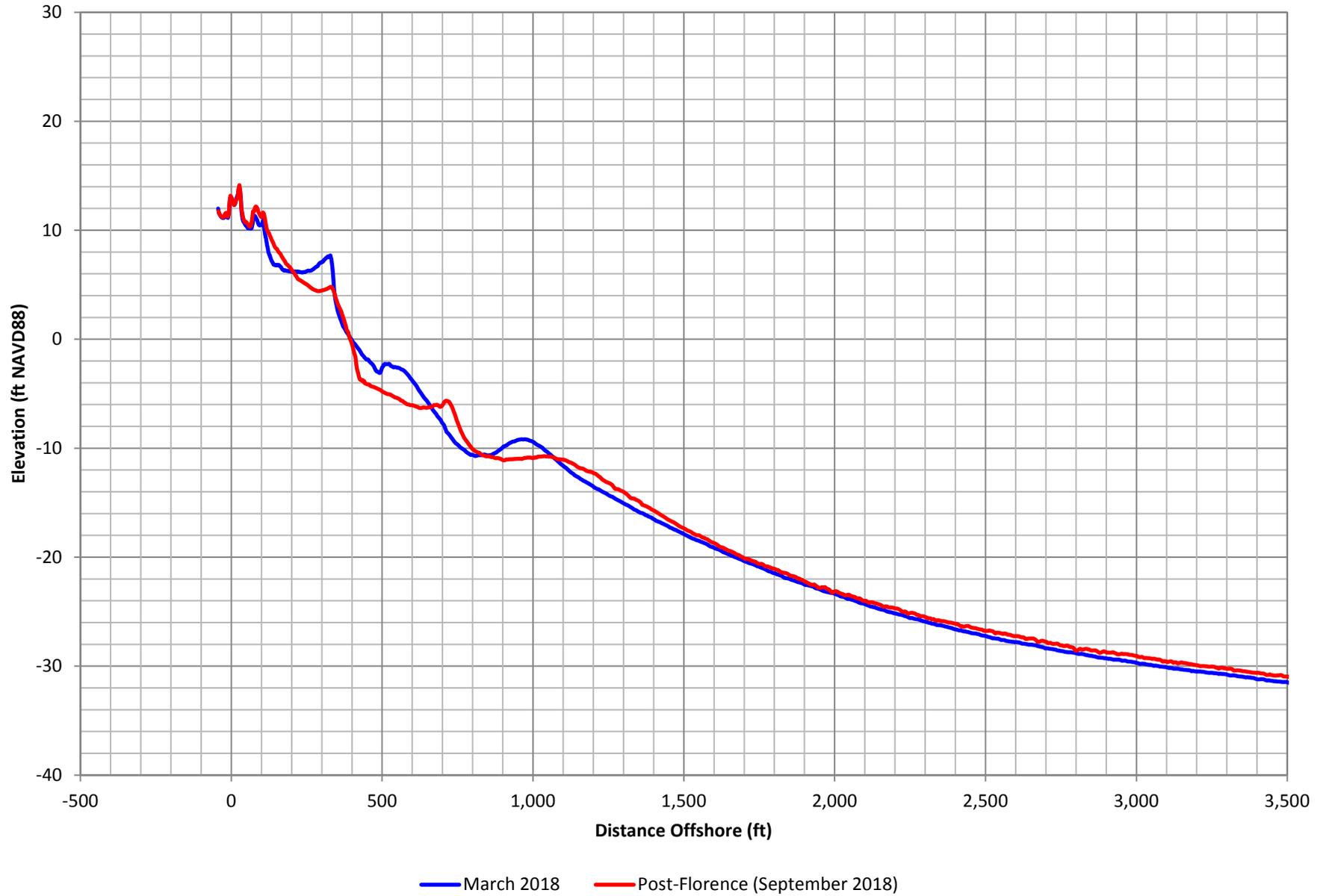
Bogue Banks Transect 96



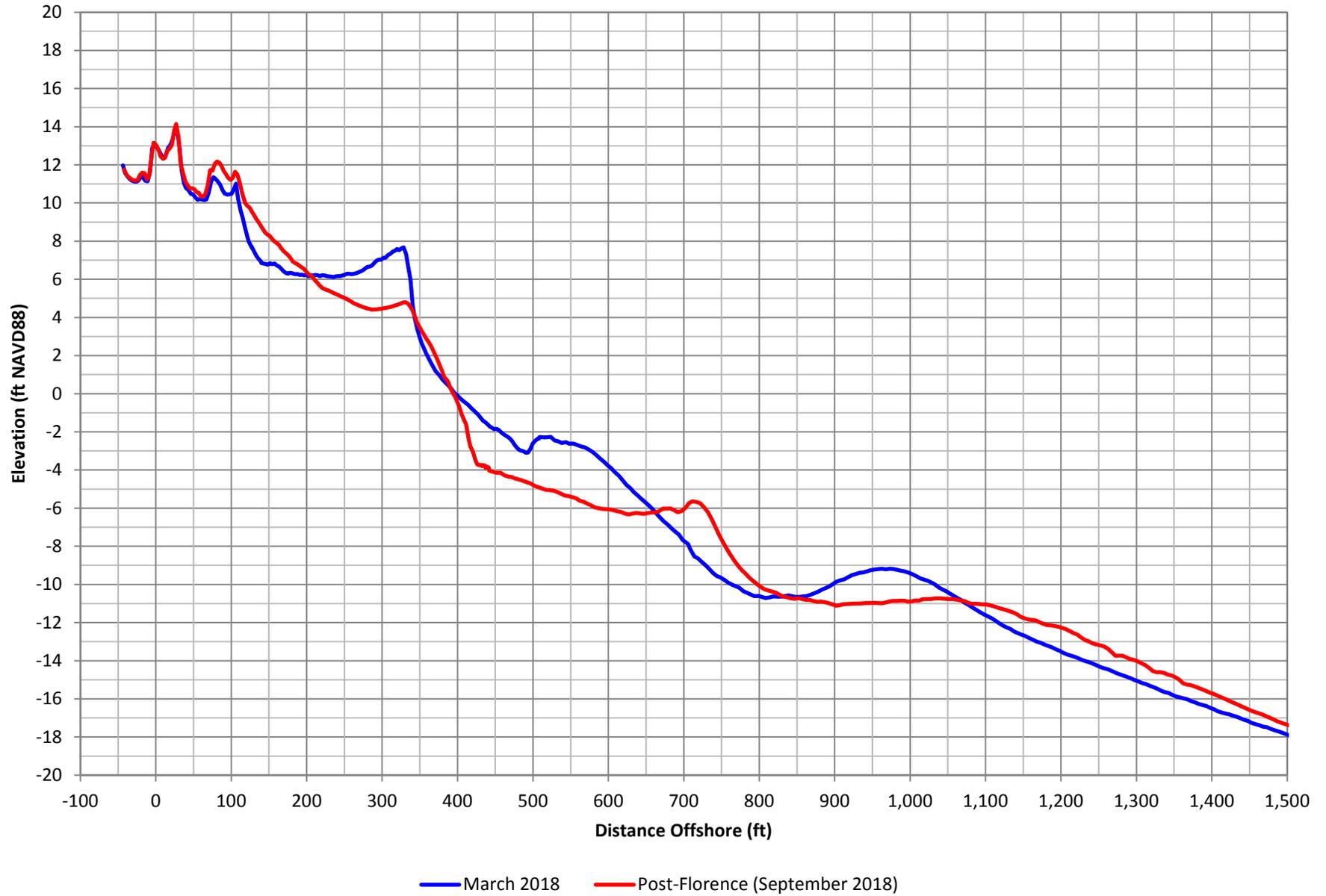
Bogue Banks Transect 96



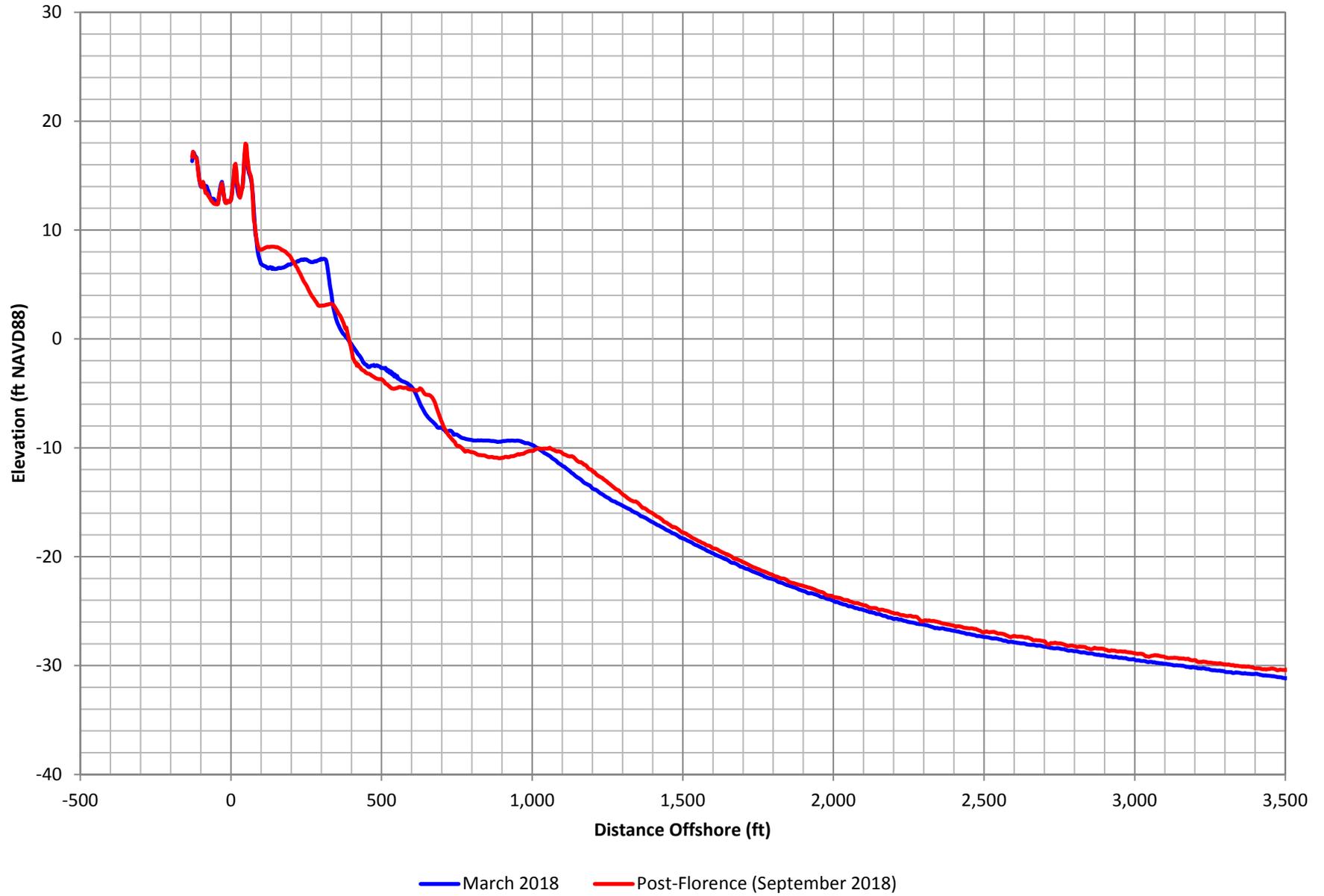
Bogue Banks Transect 97



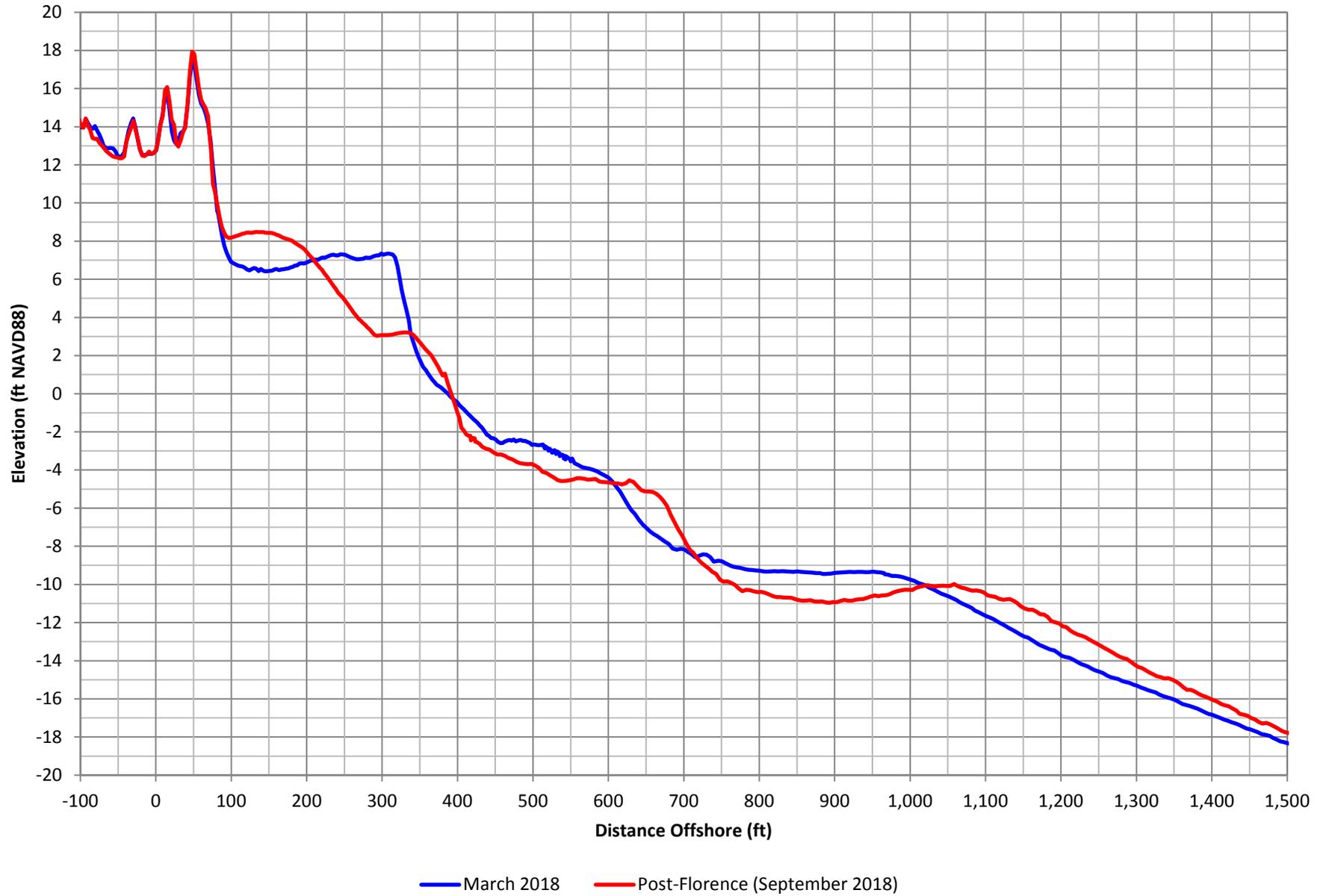
Bogue Banks Transect 97



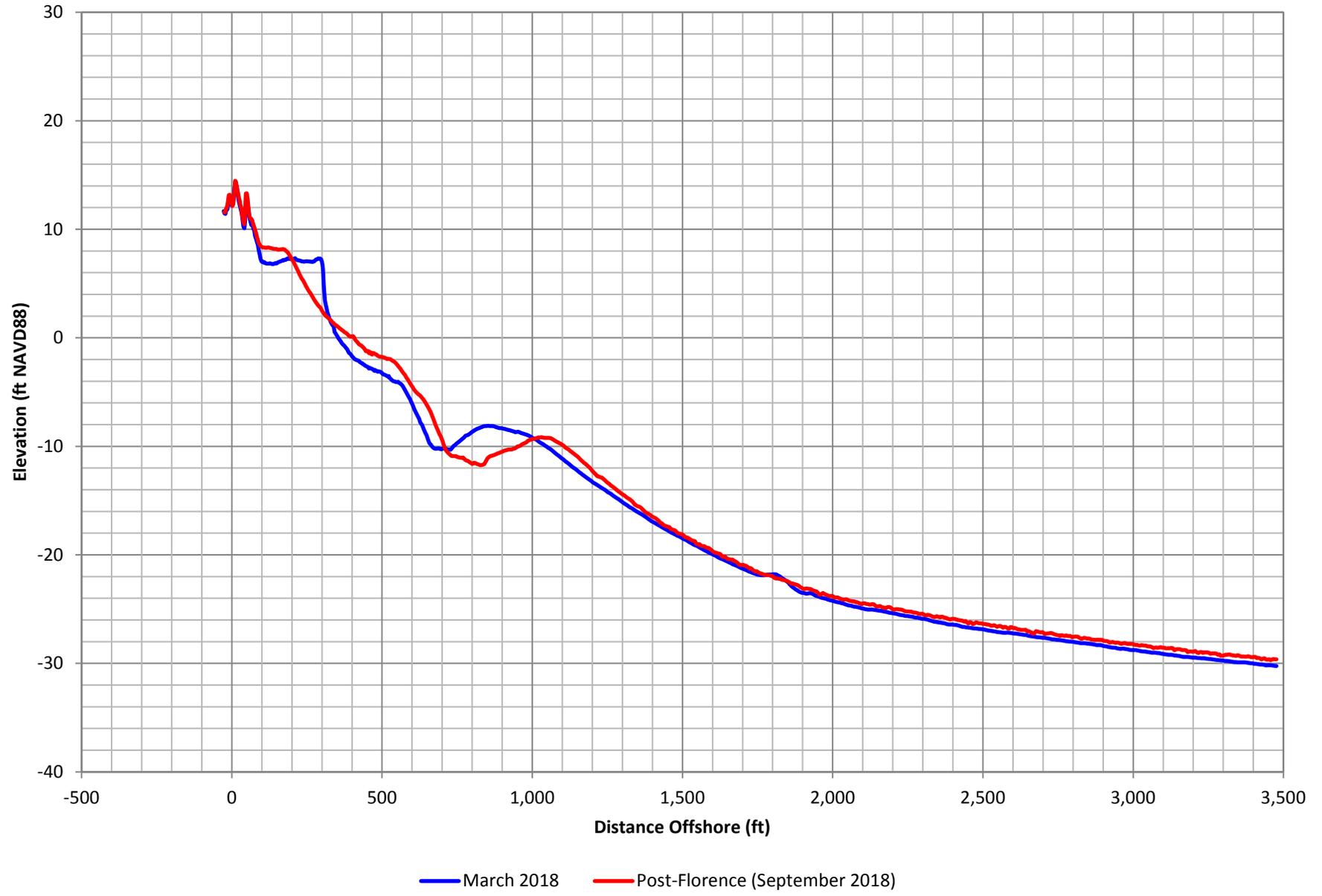
Bogue Banks Transect 98



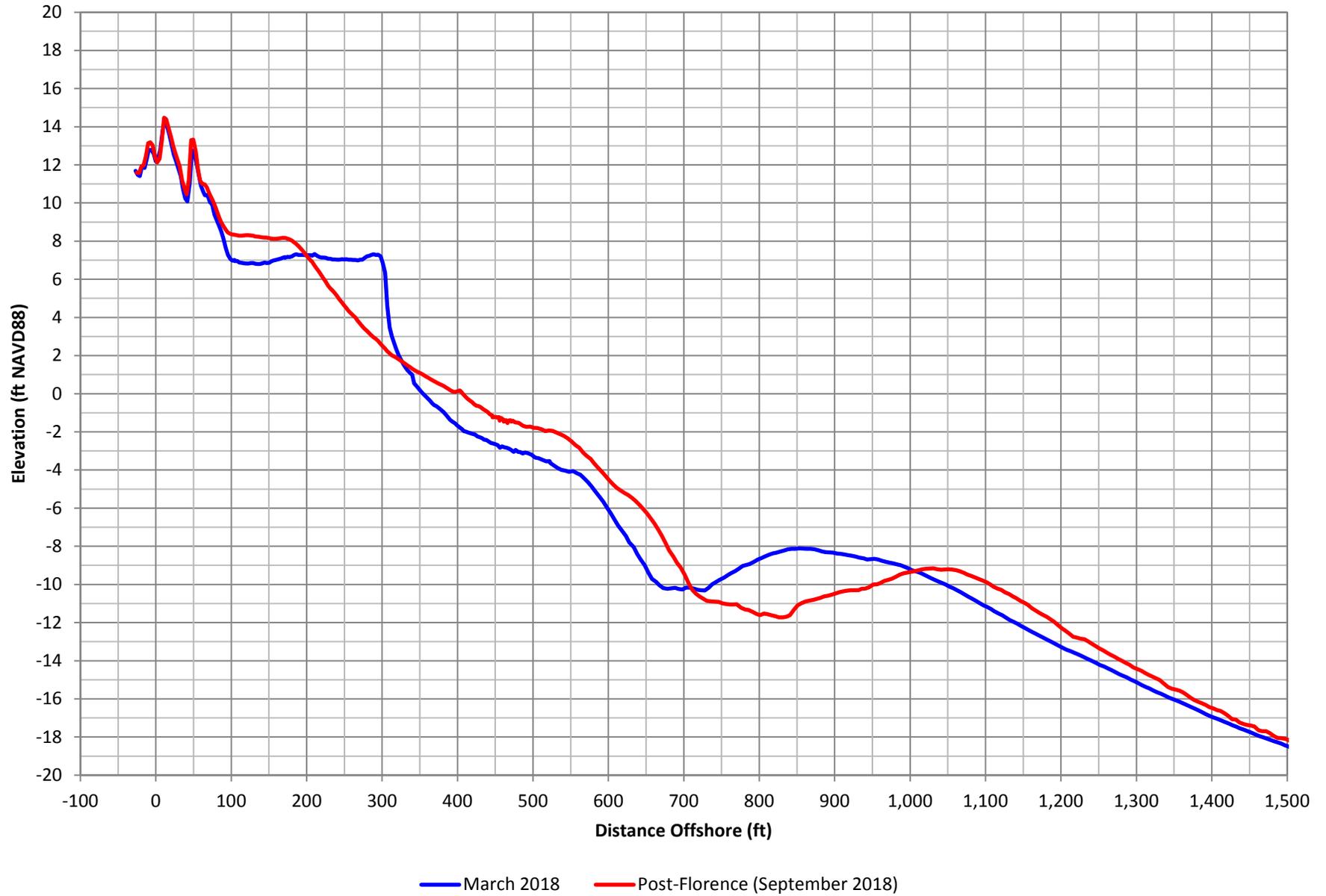
Bogue Banks Transect 98



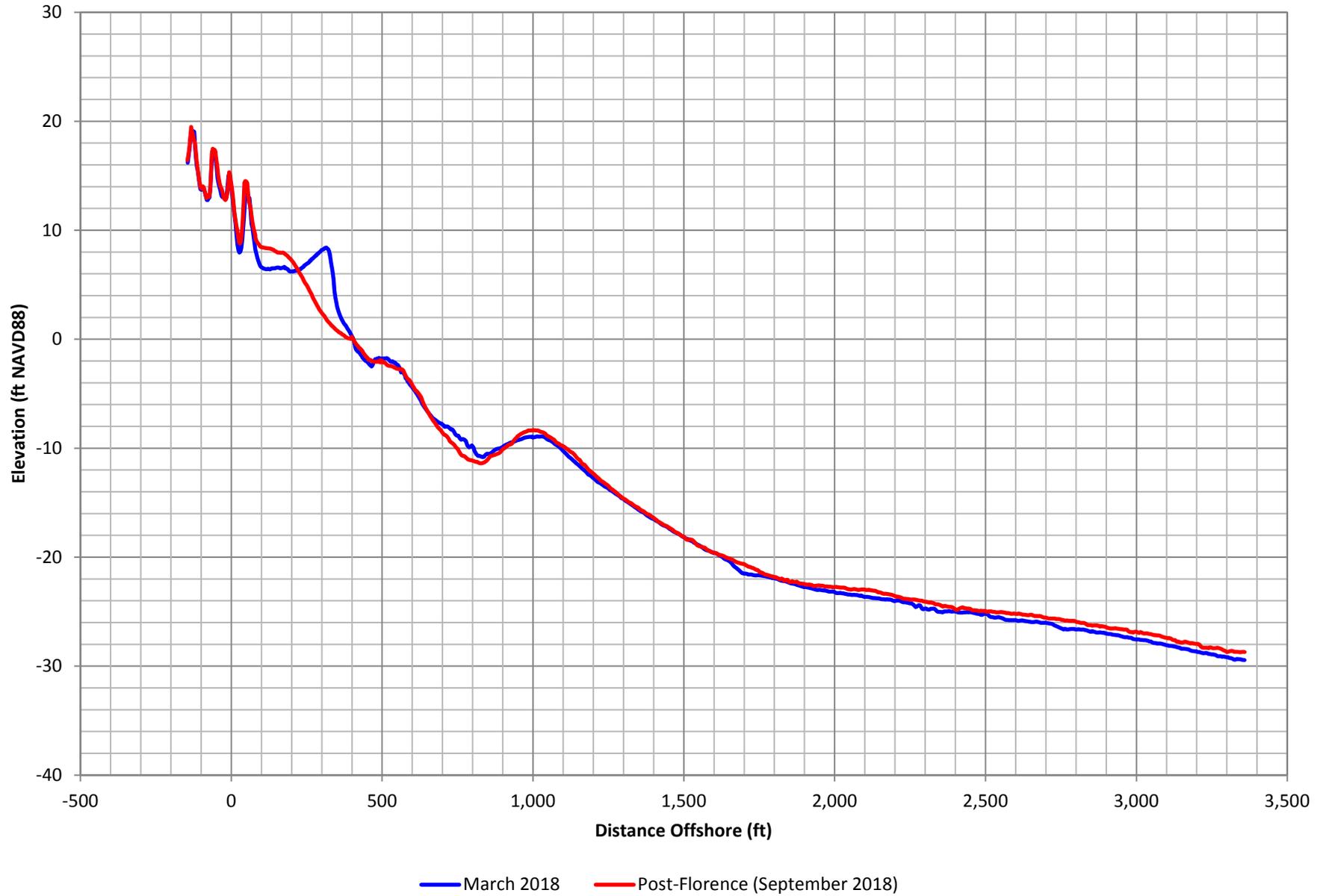
Bogue Banks Transect 99



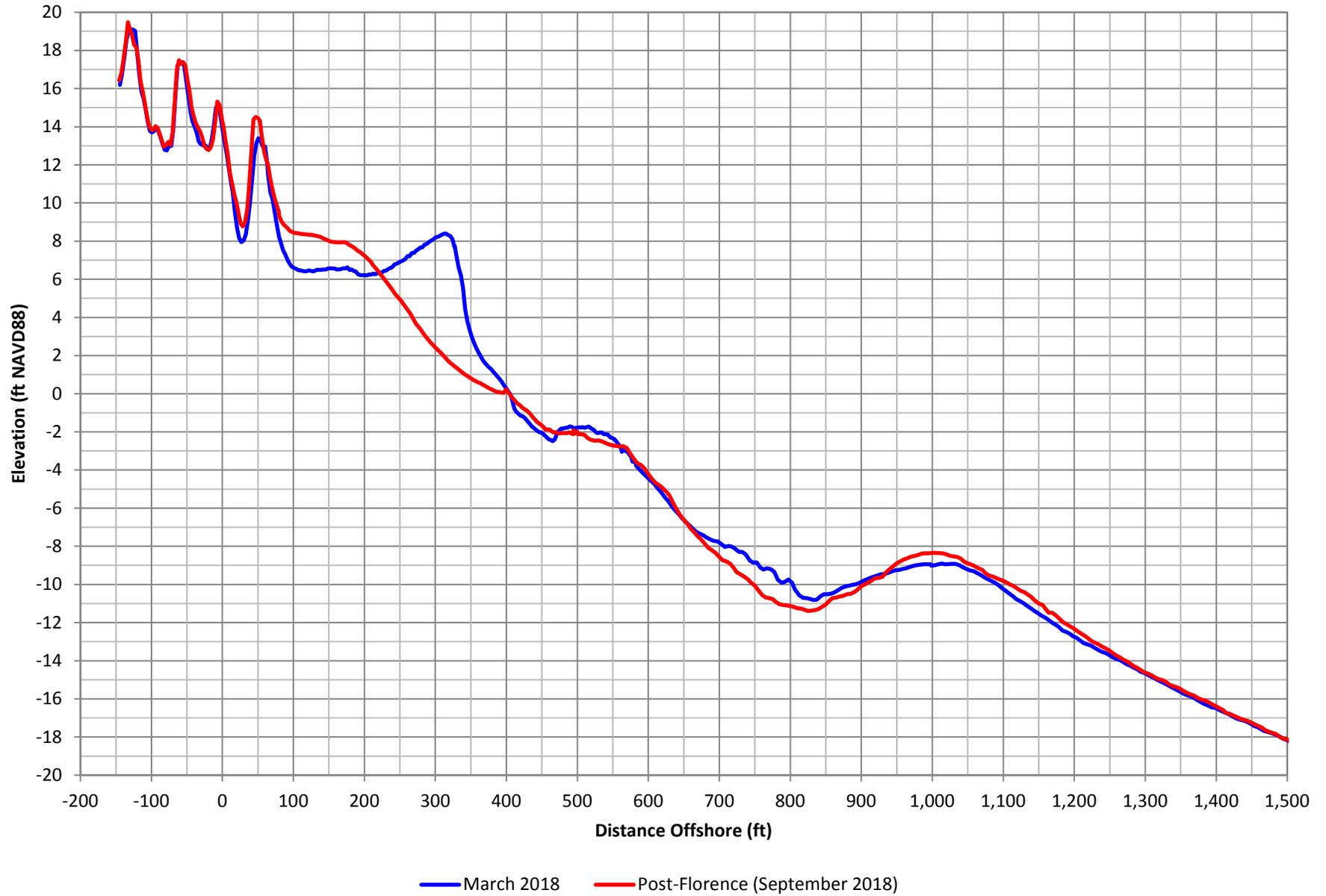
Bogue Banks Transect 99



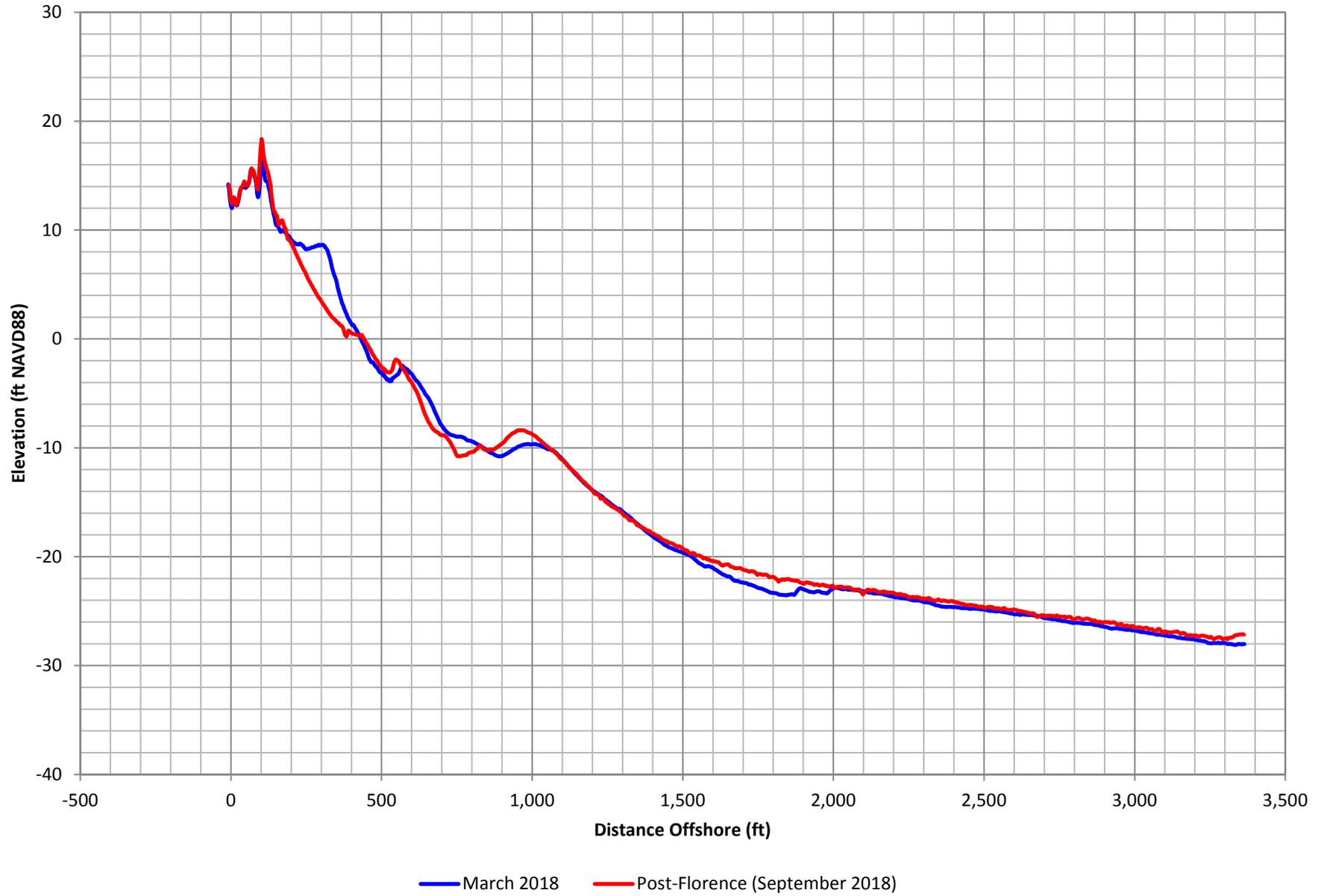
Bogue Banks Transect 100



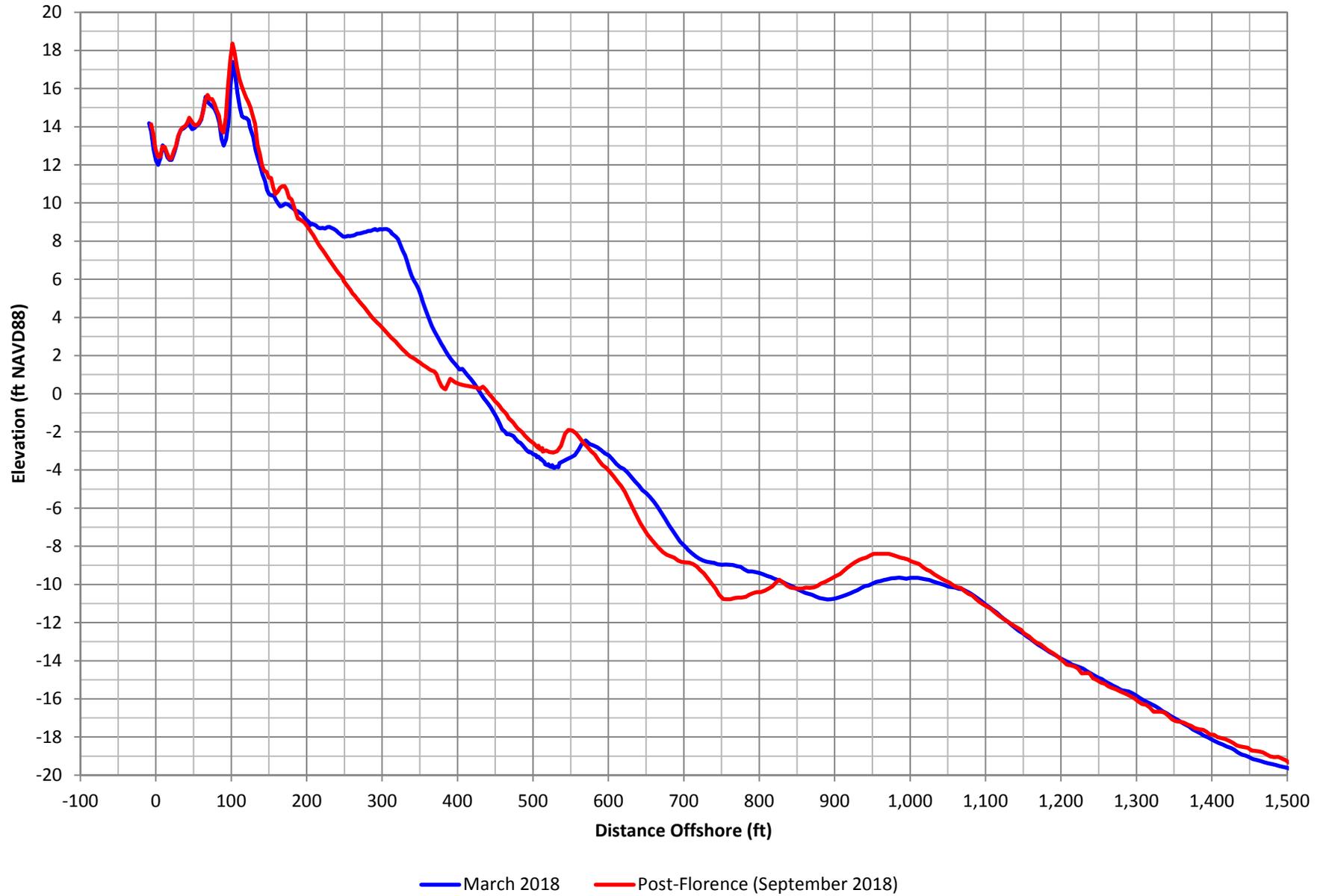
Bogue Banks Transect 100



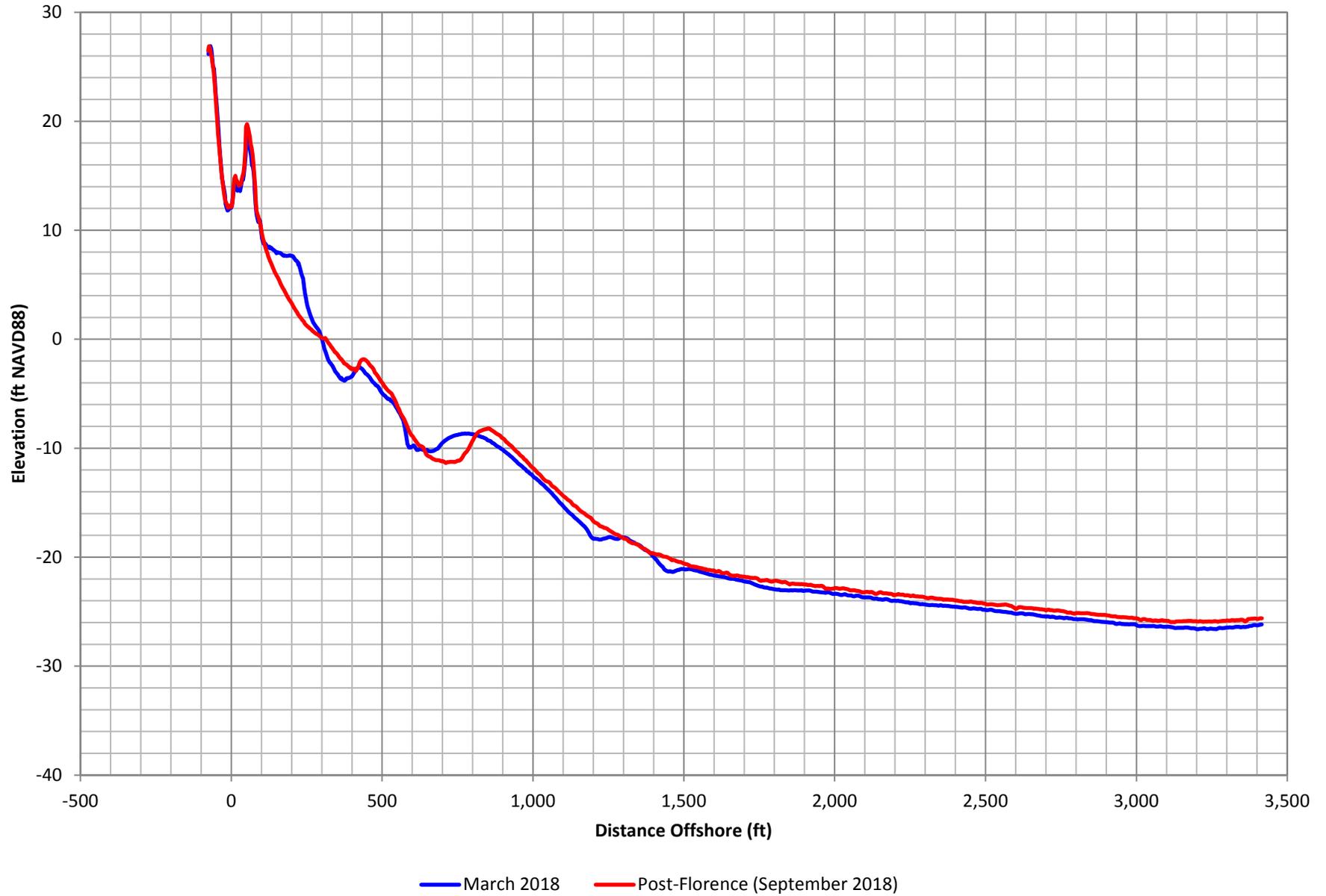
Bogue Banks Transect 101



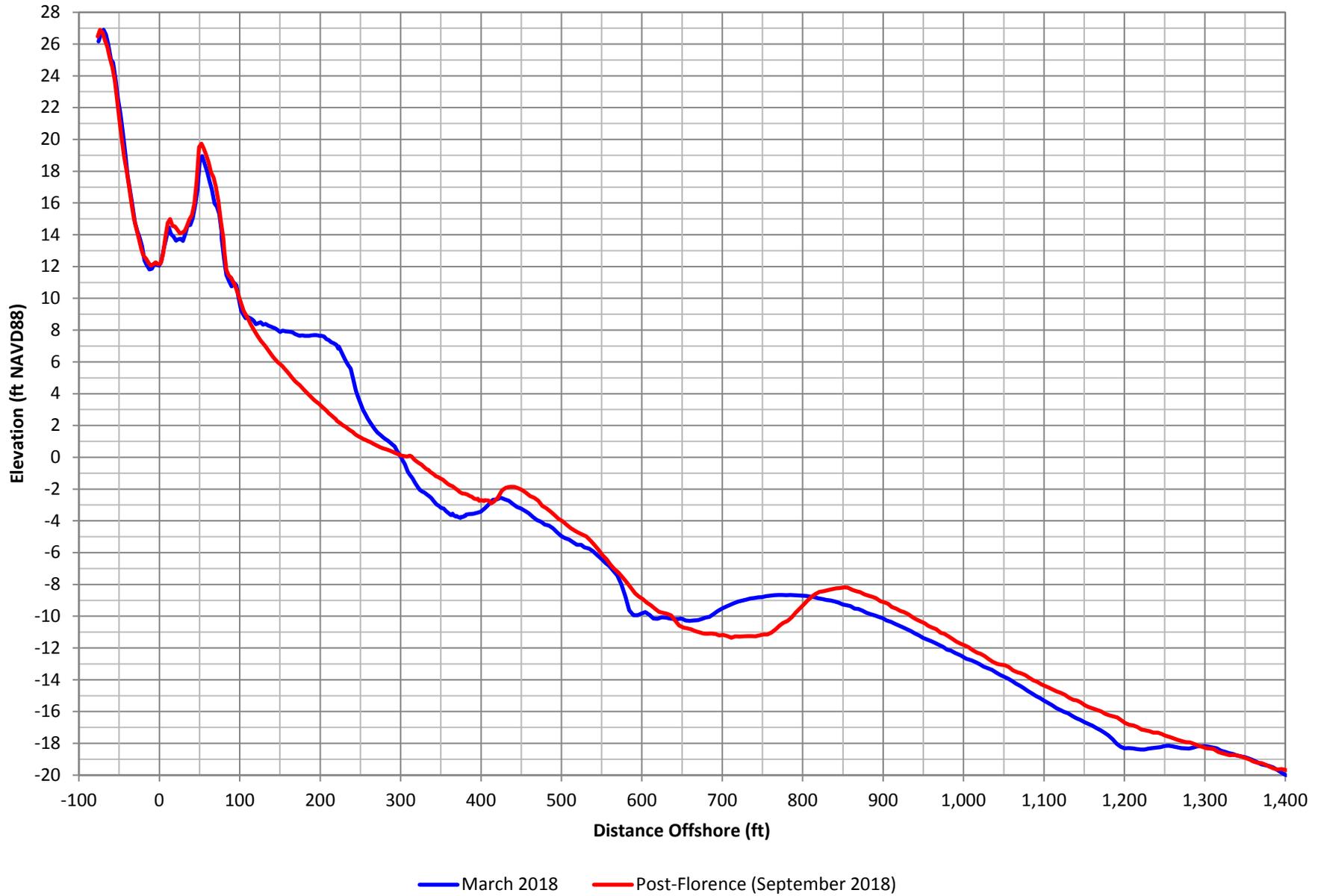
Bogue Banks Transect 101



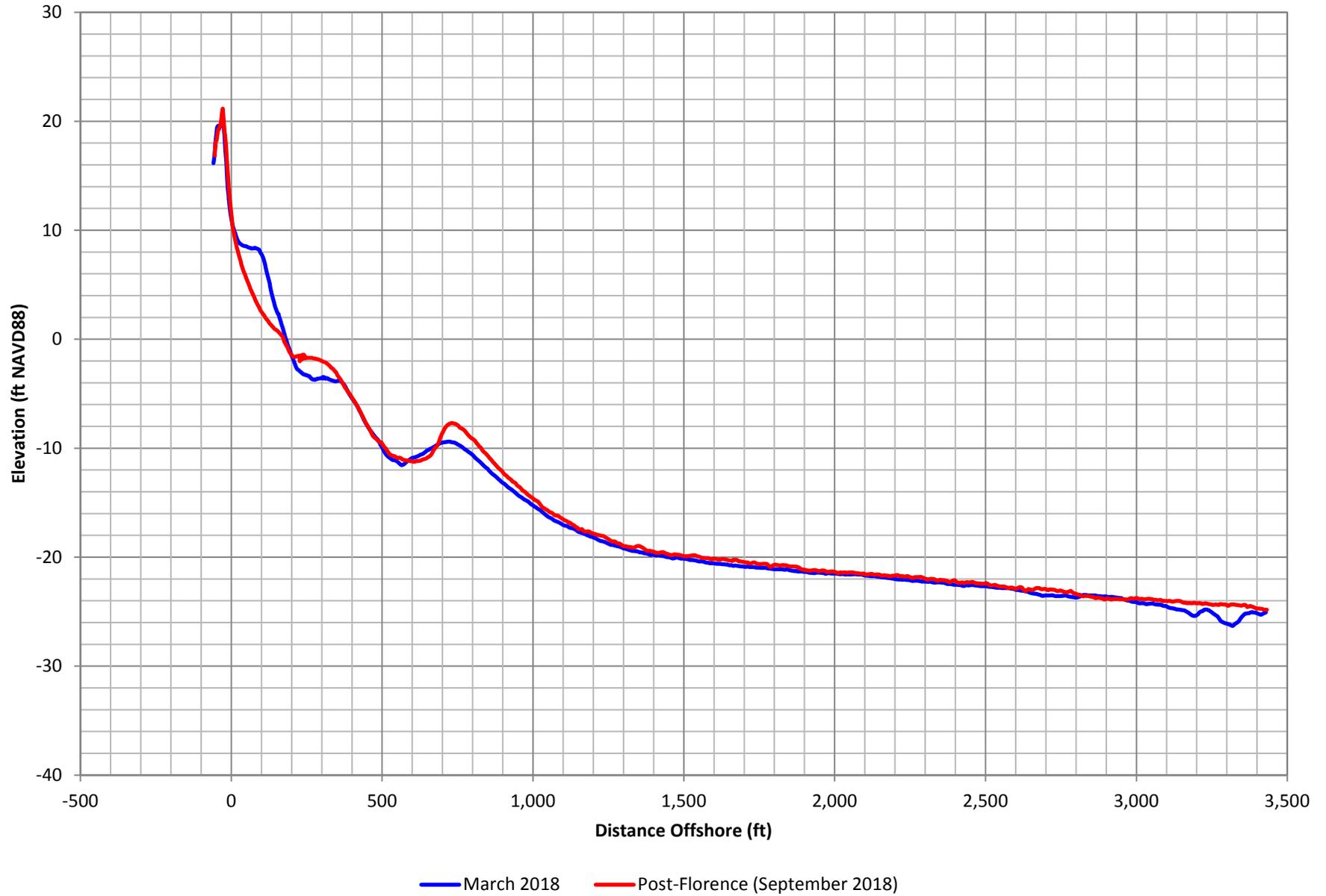
Bogue Banks Transect 102



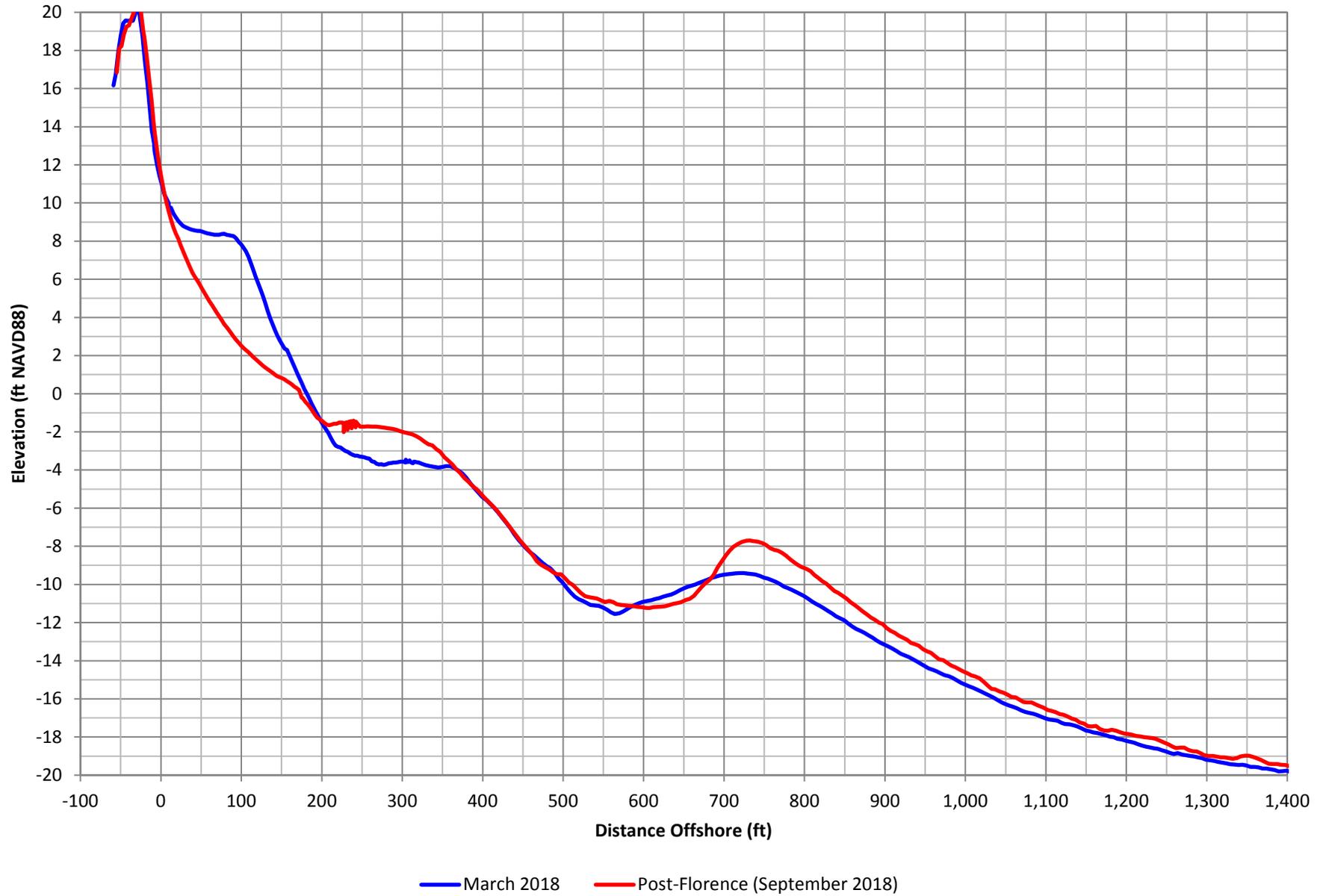
Bogue Banks Transect 102



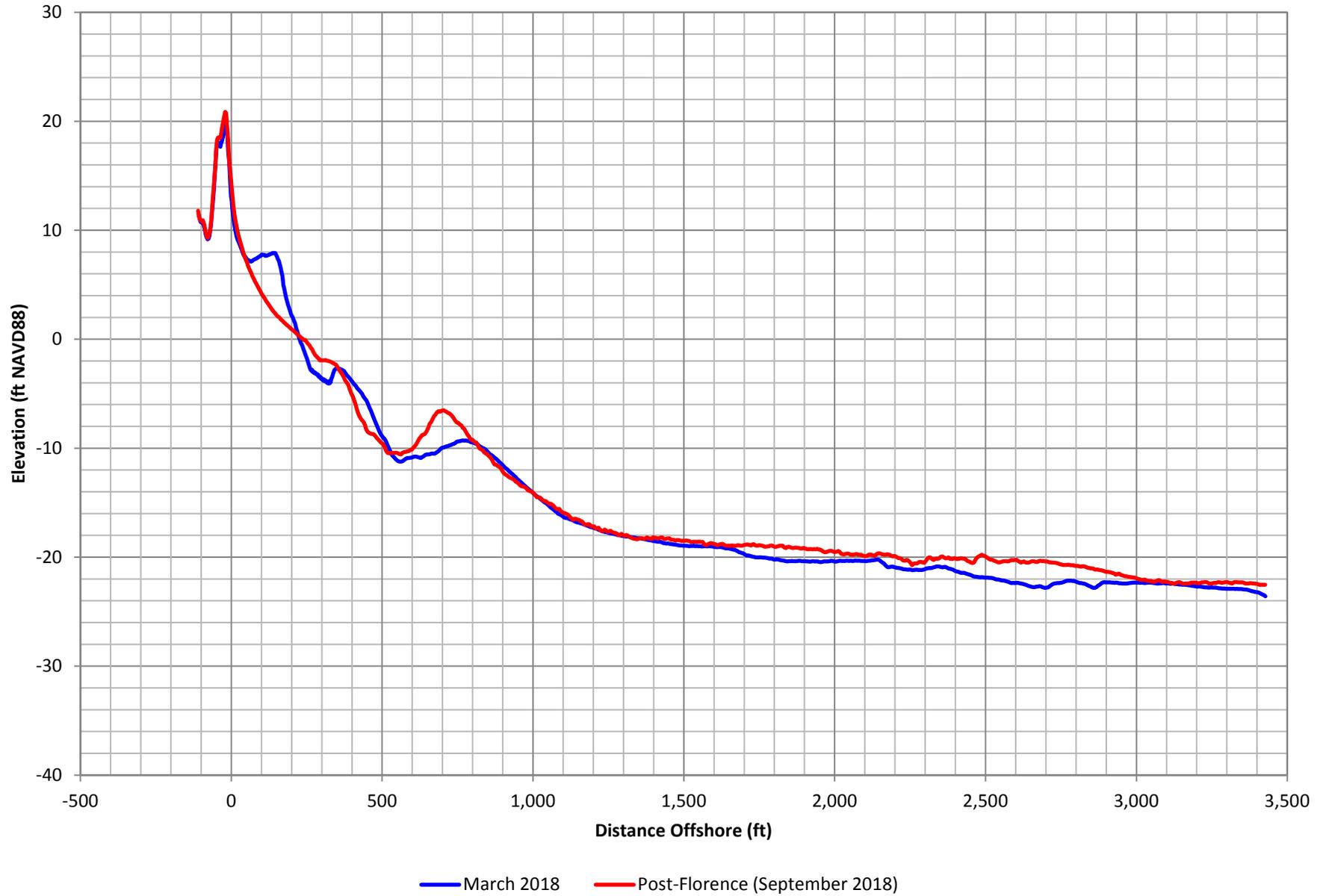
Bogue Banks Transect 103



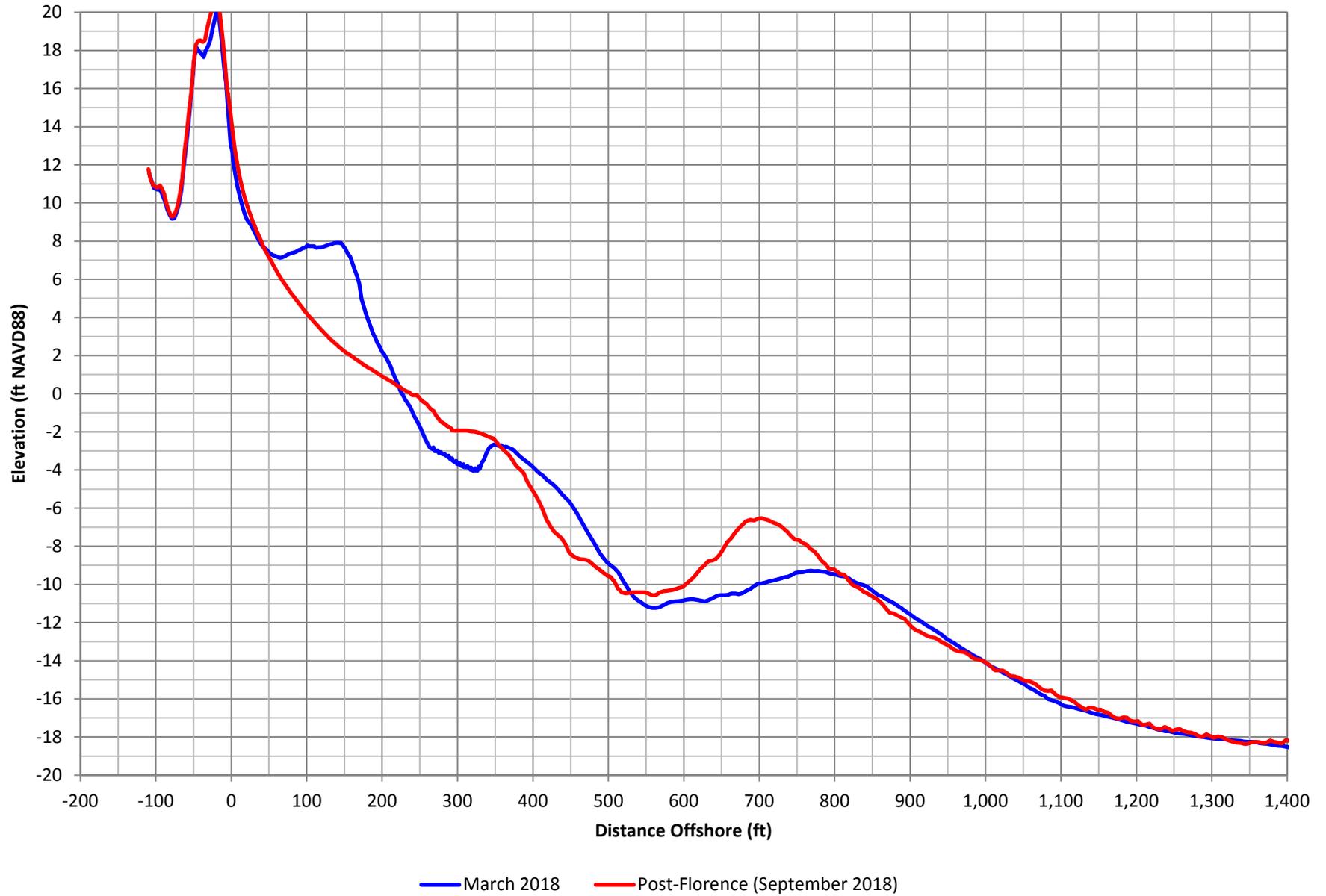
Bogue Banks Transect 103



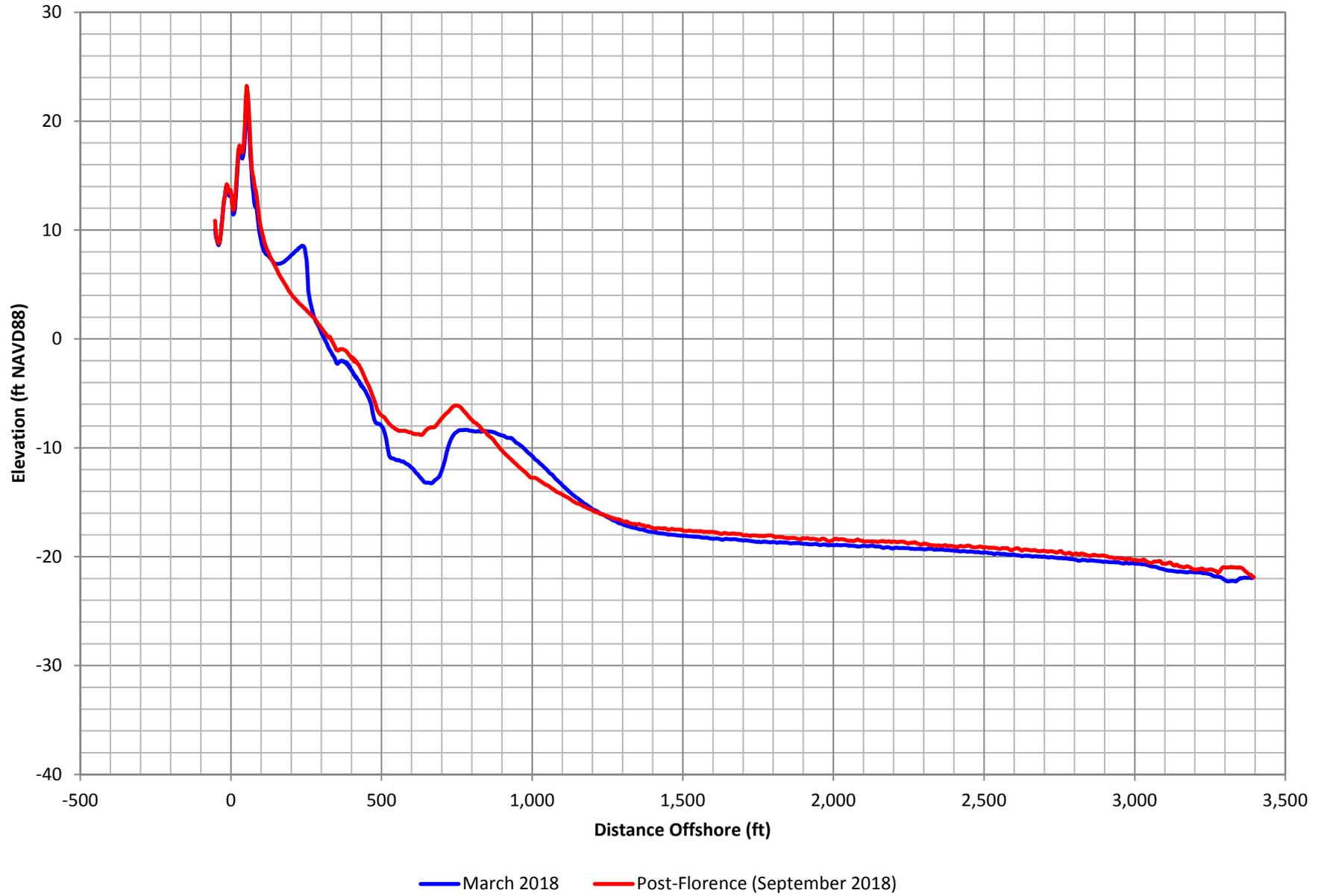
Bogue Banks Transect 104



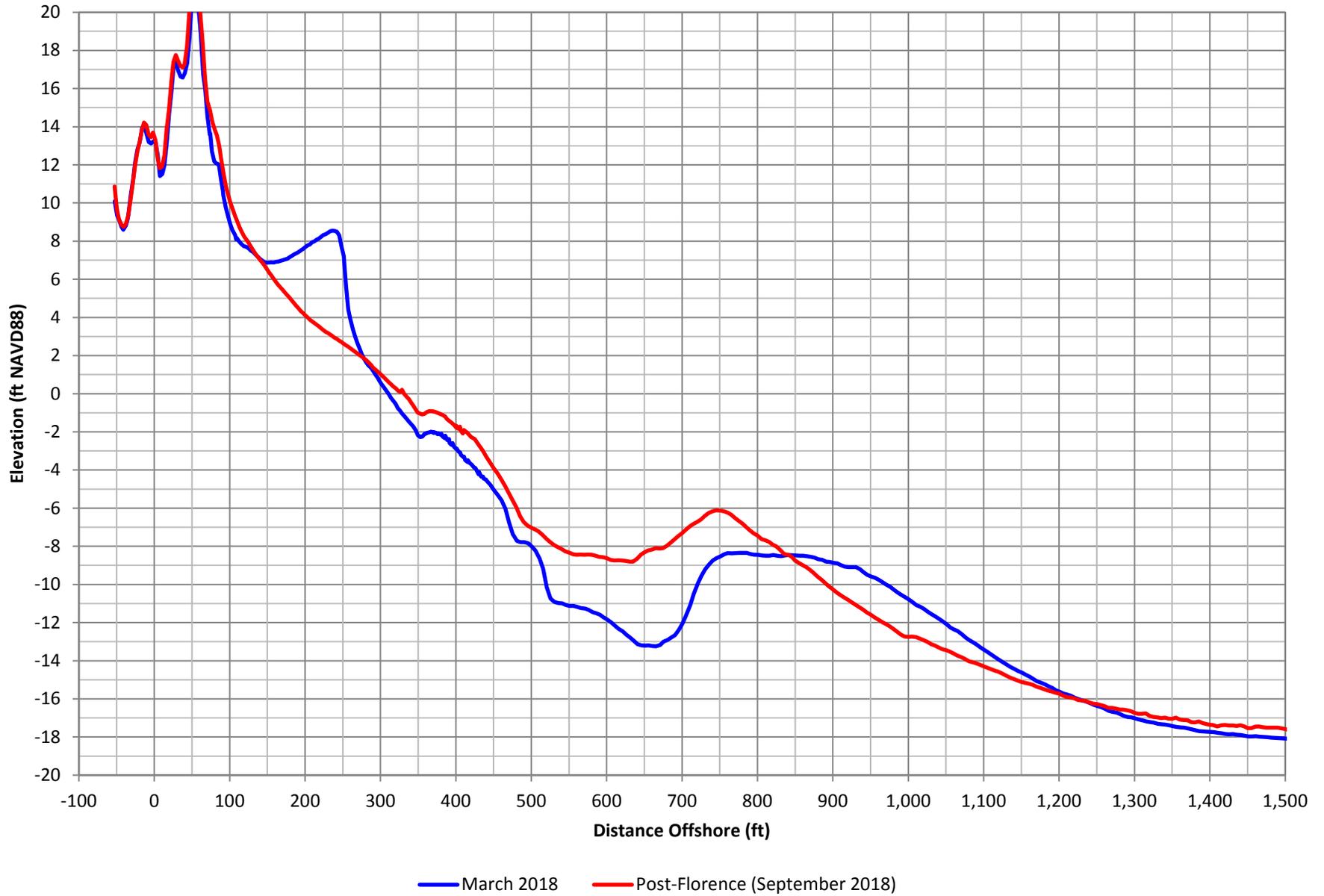
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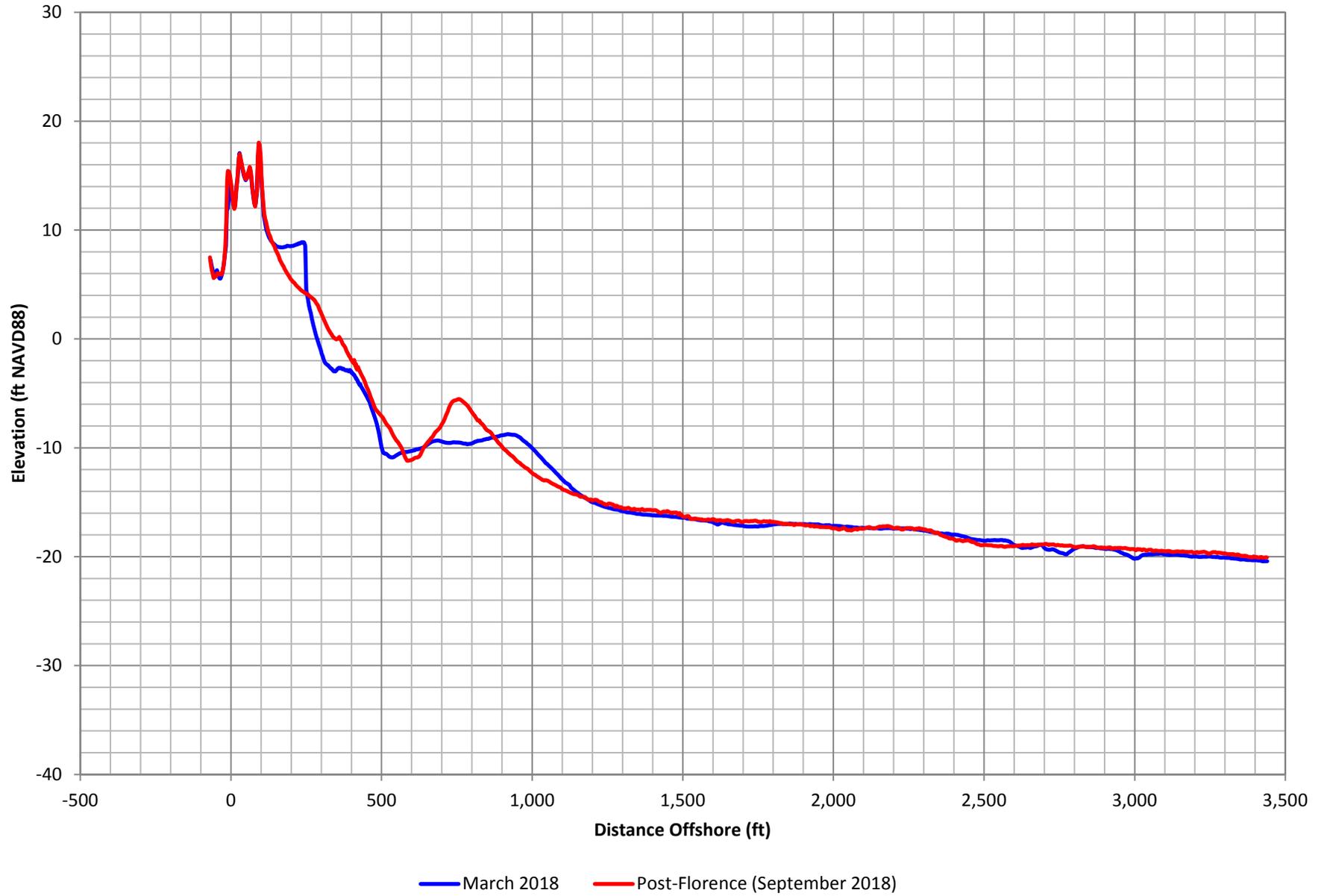
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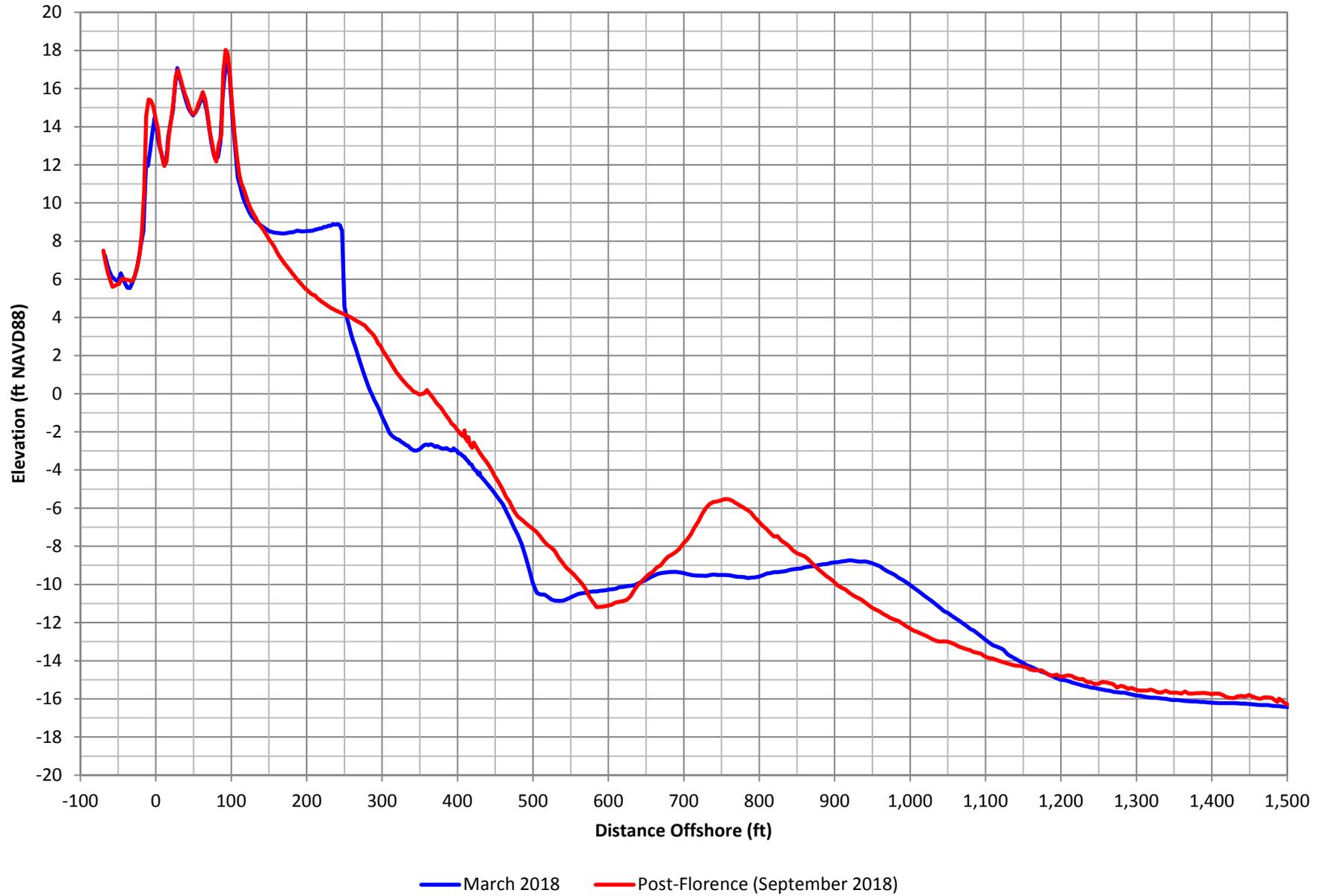
Bogue Banks Transect 105



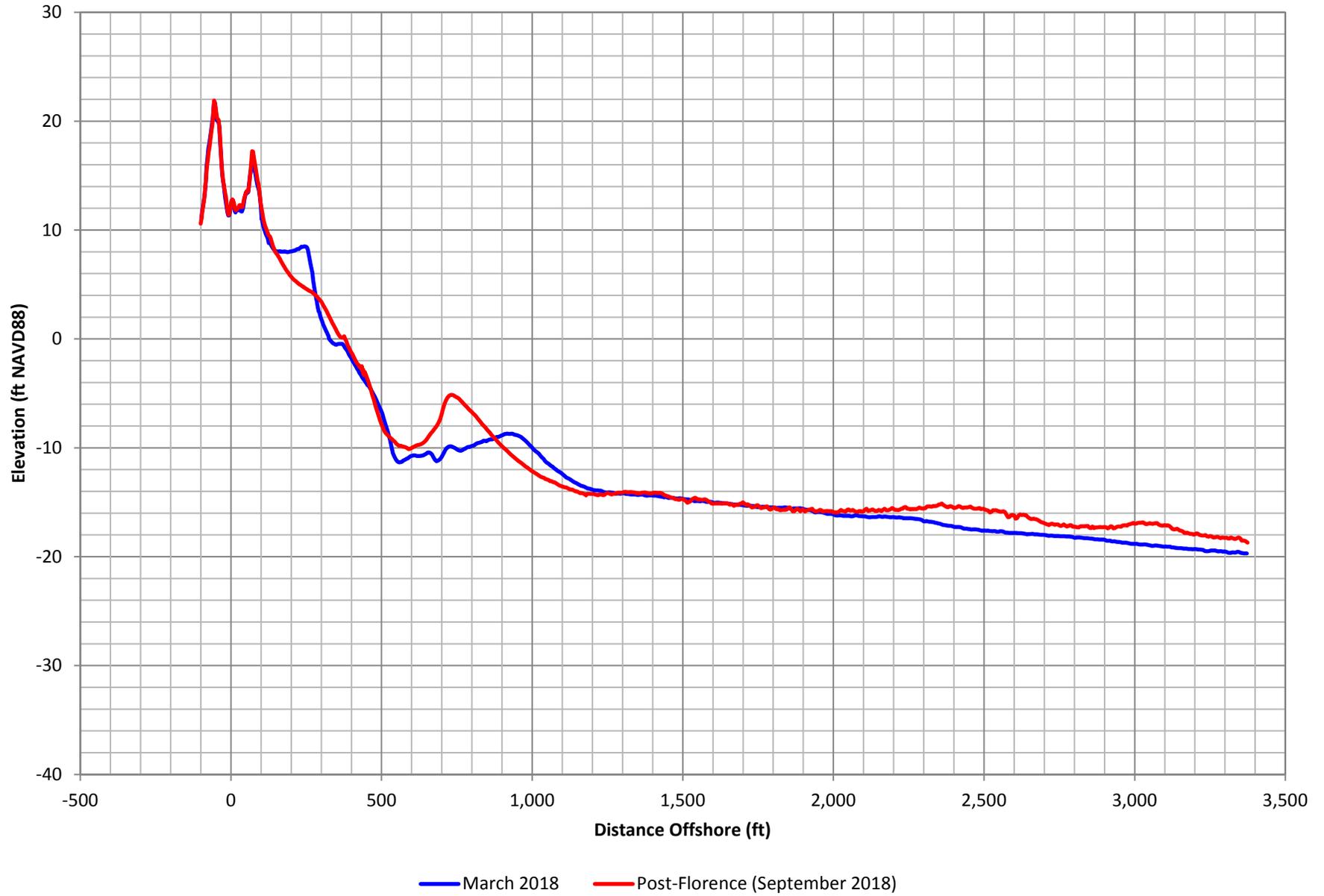
Bogue Banks Transect 106



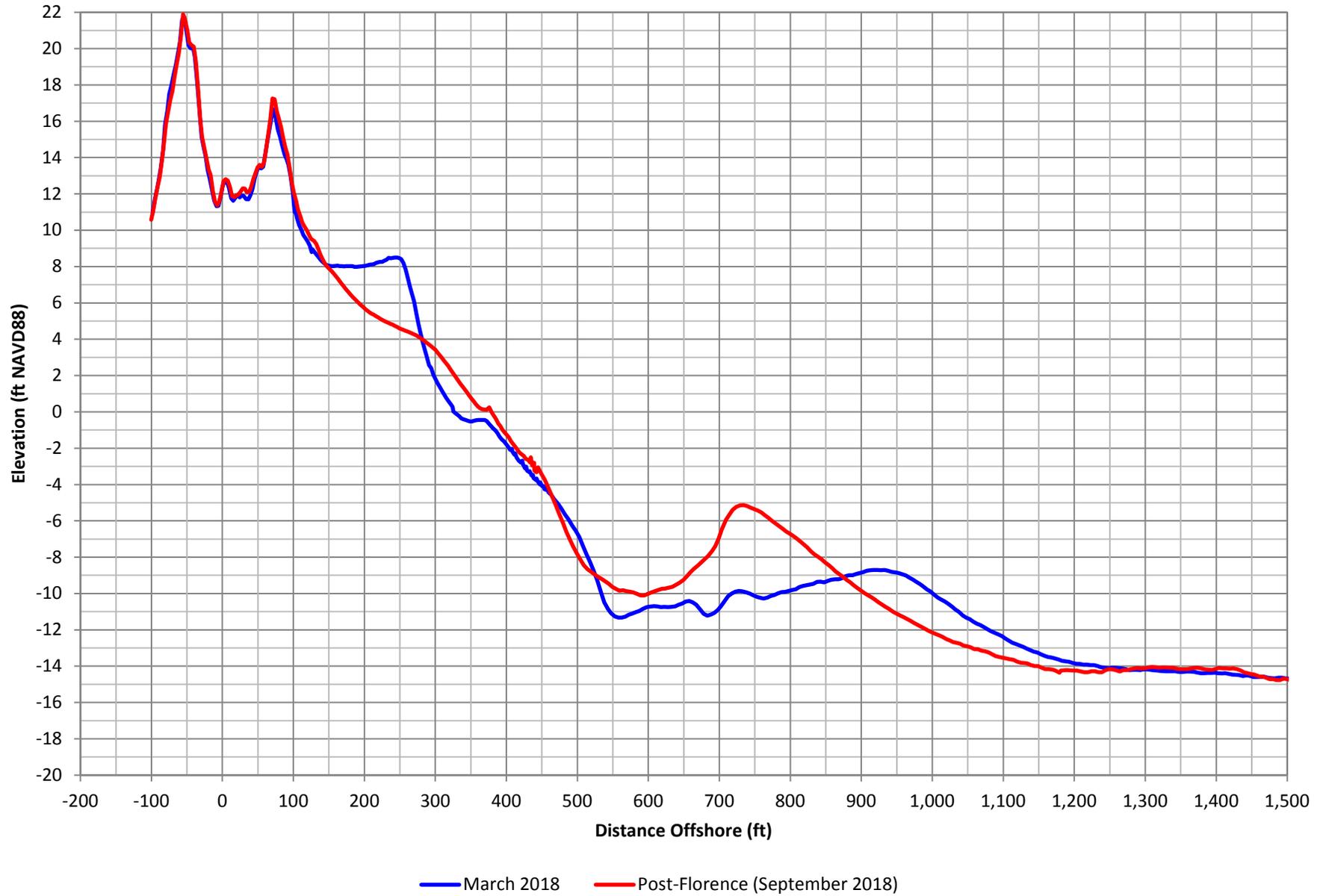
Bogue Banks Transect 106



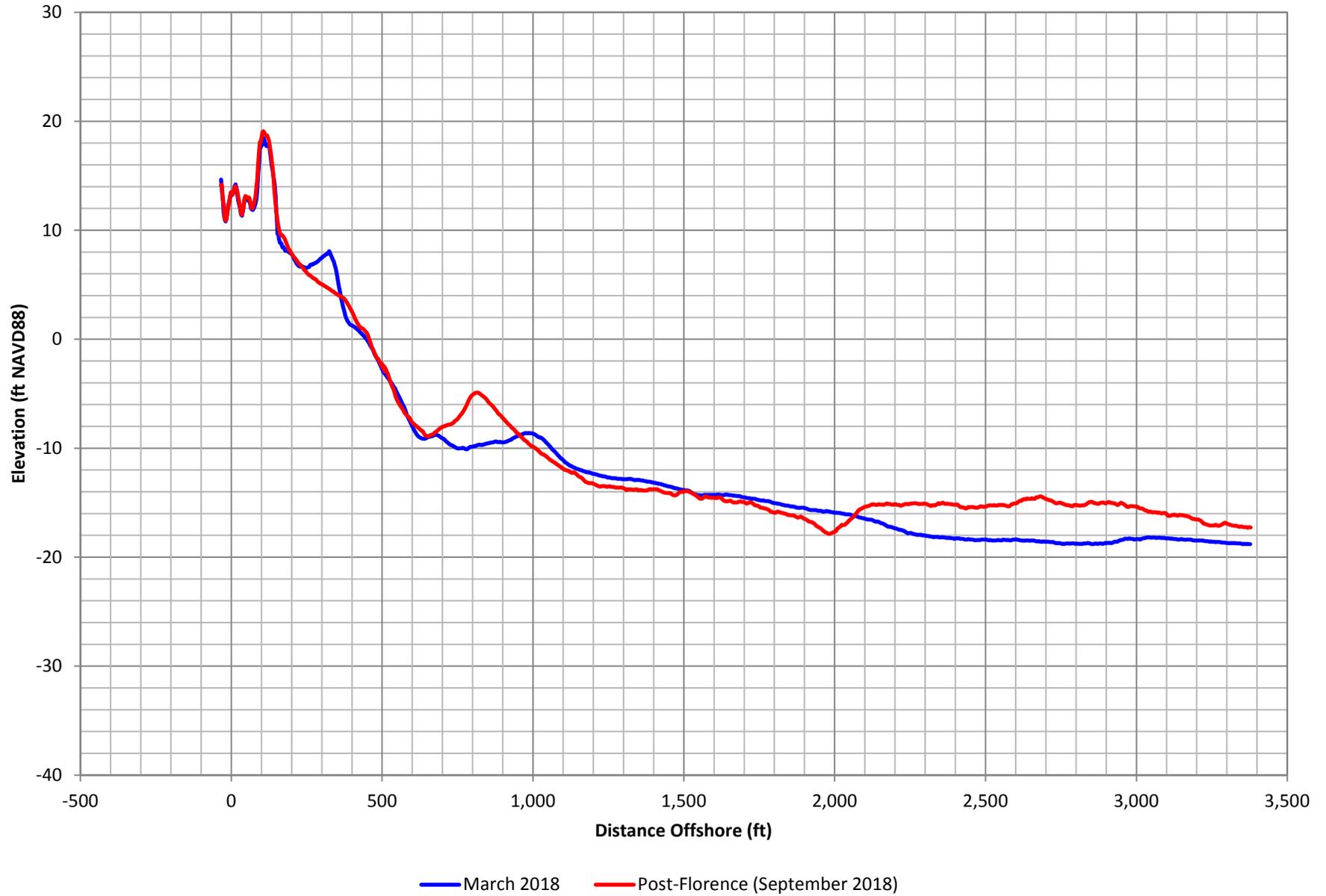
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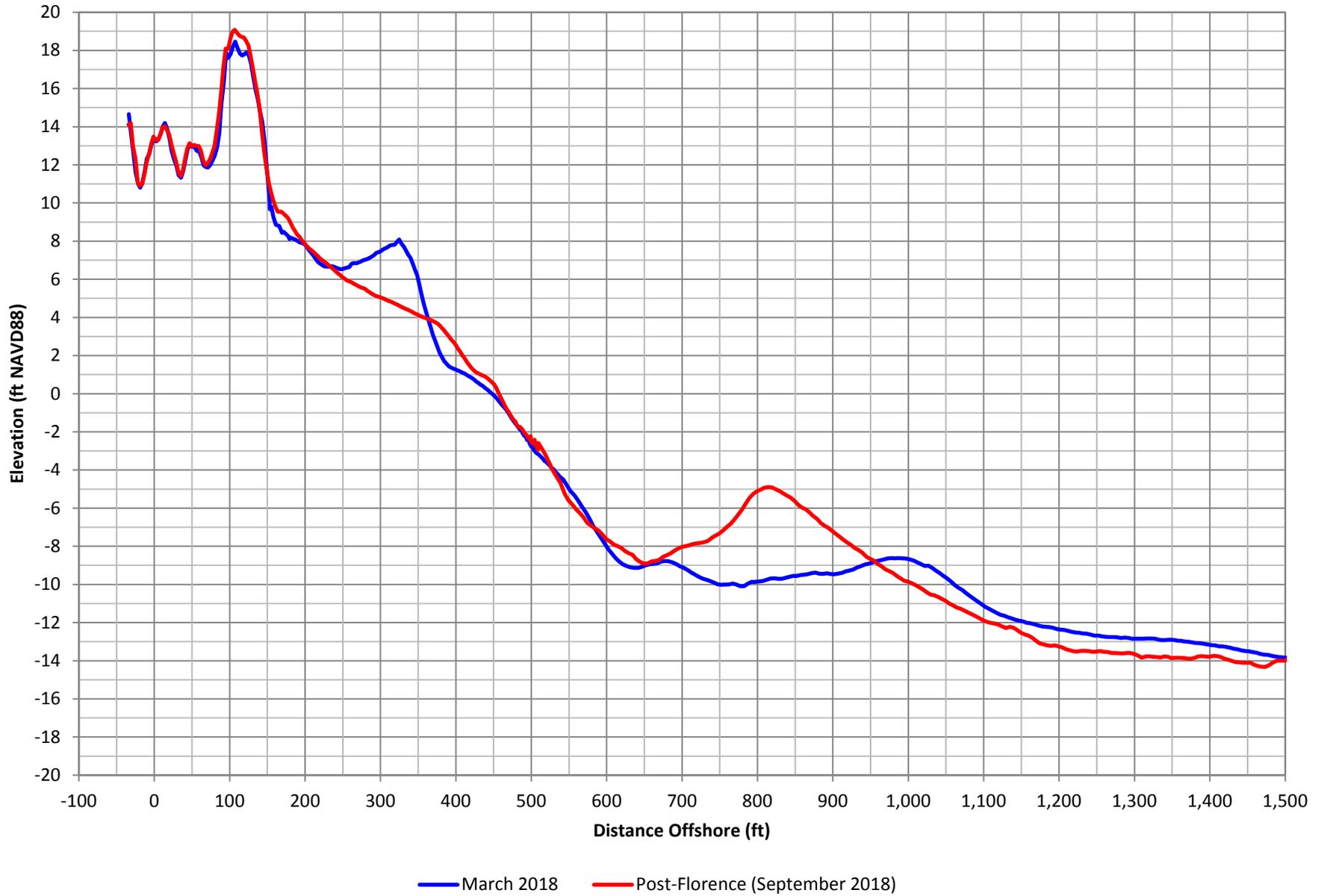
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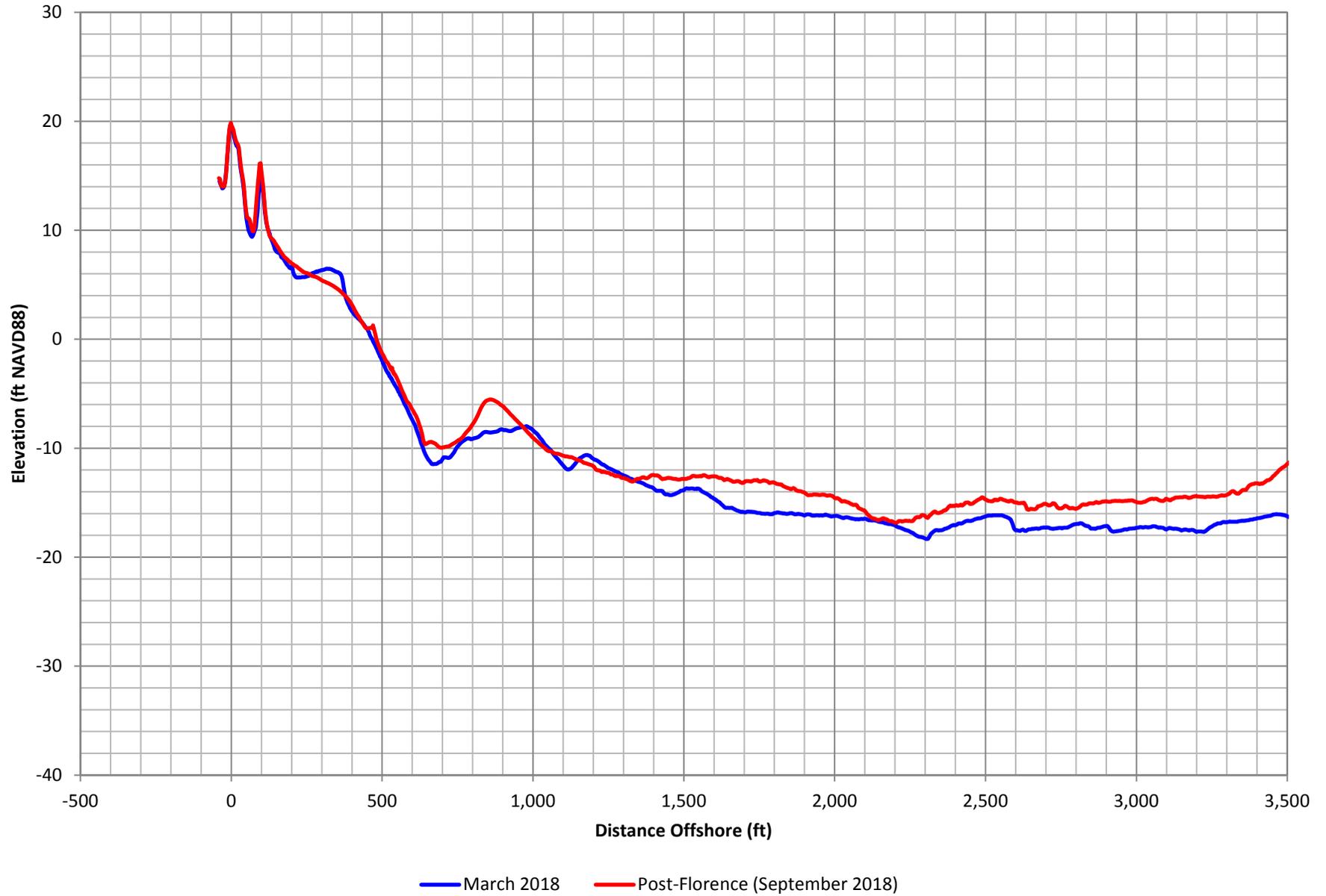
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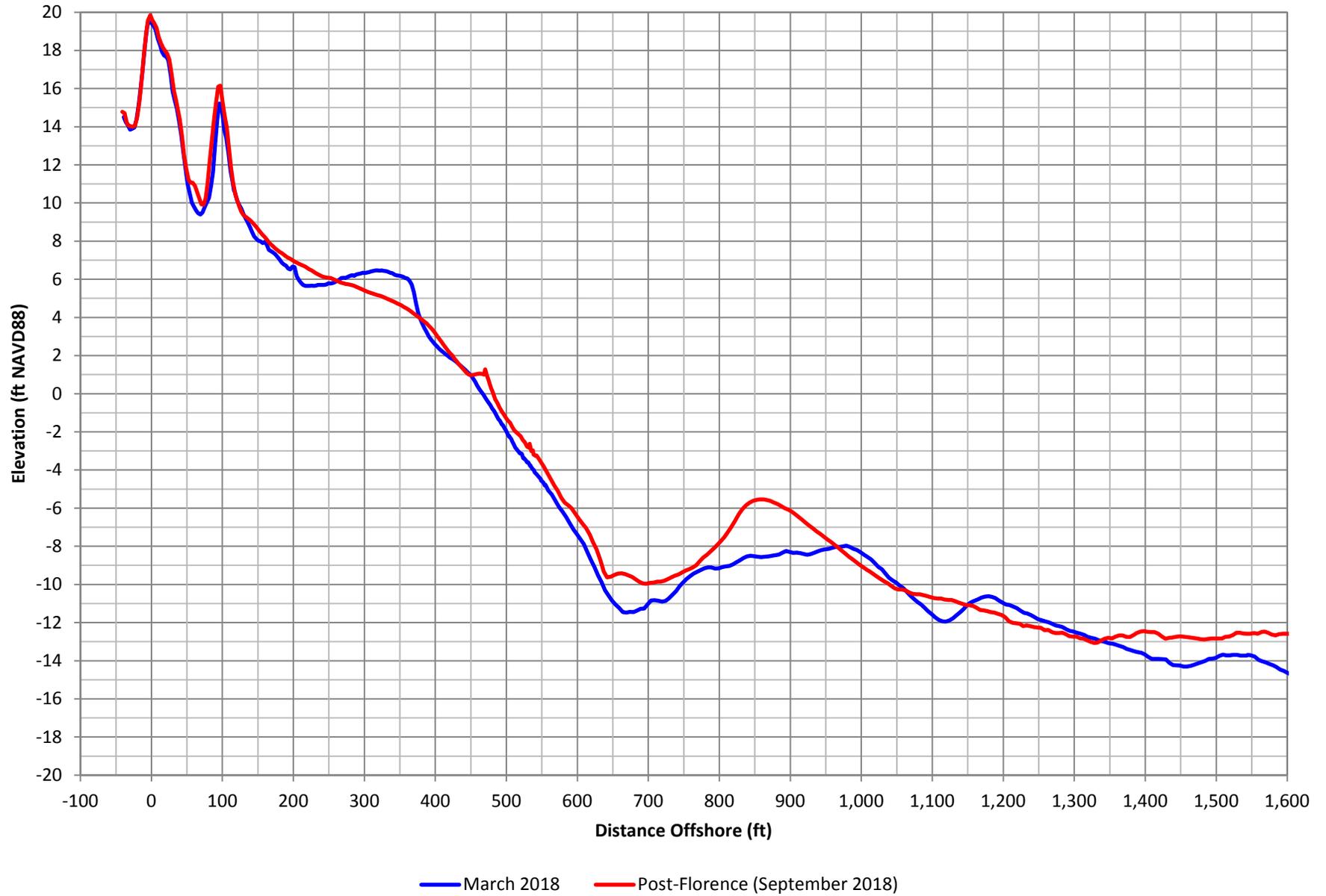
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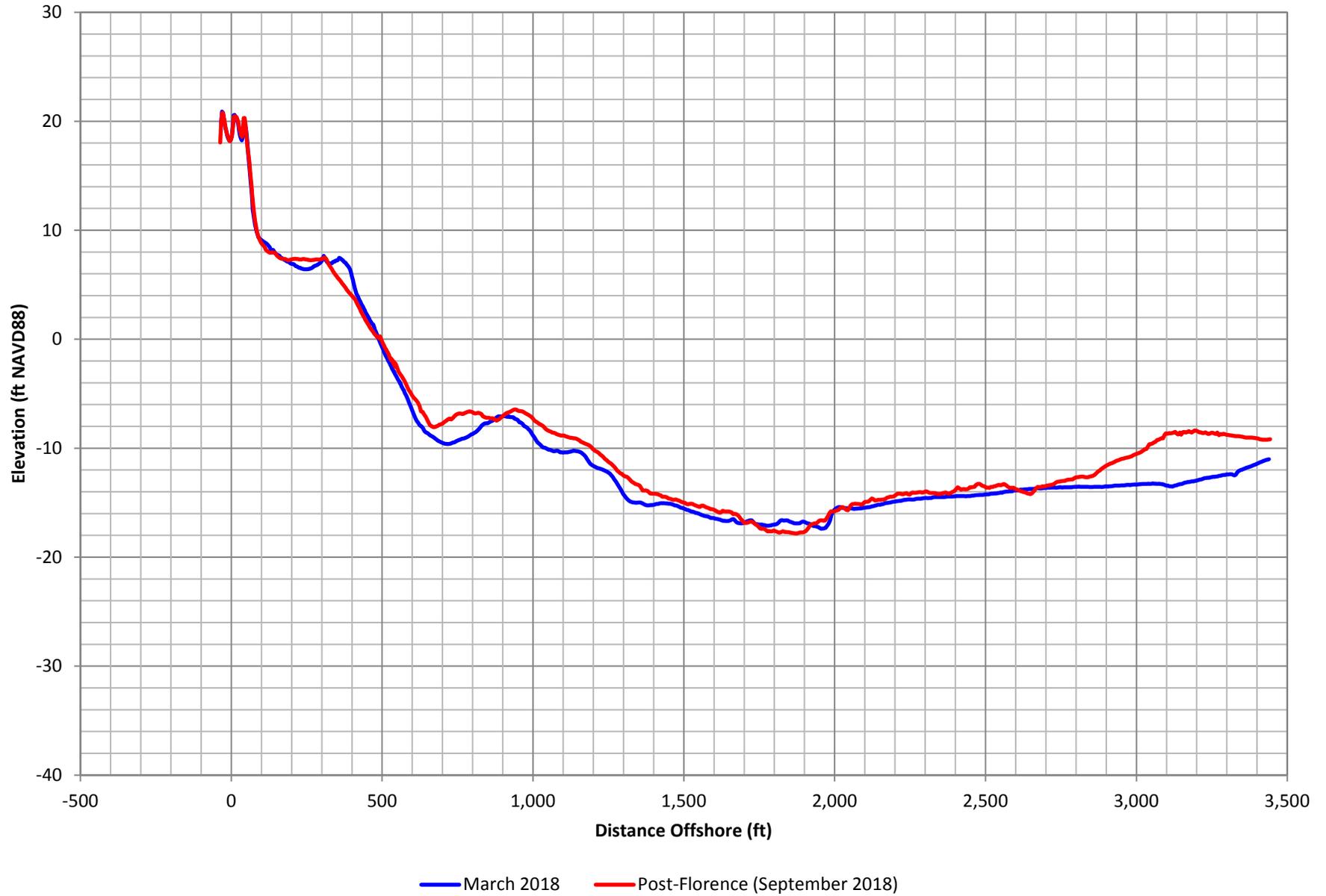
Bogue Banks Transect 109



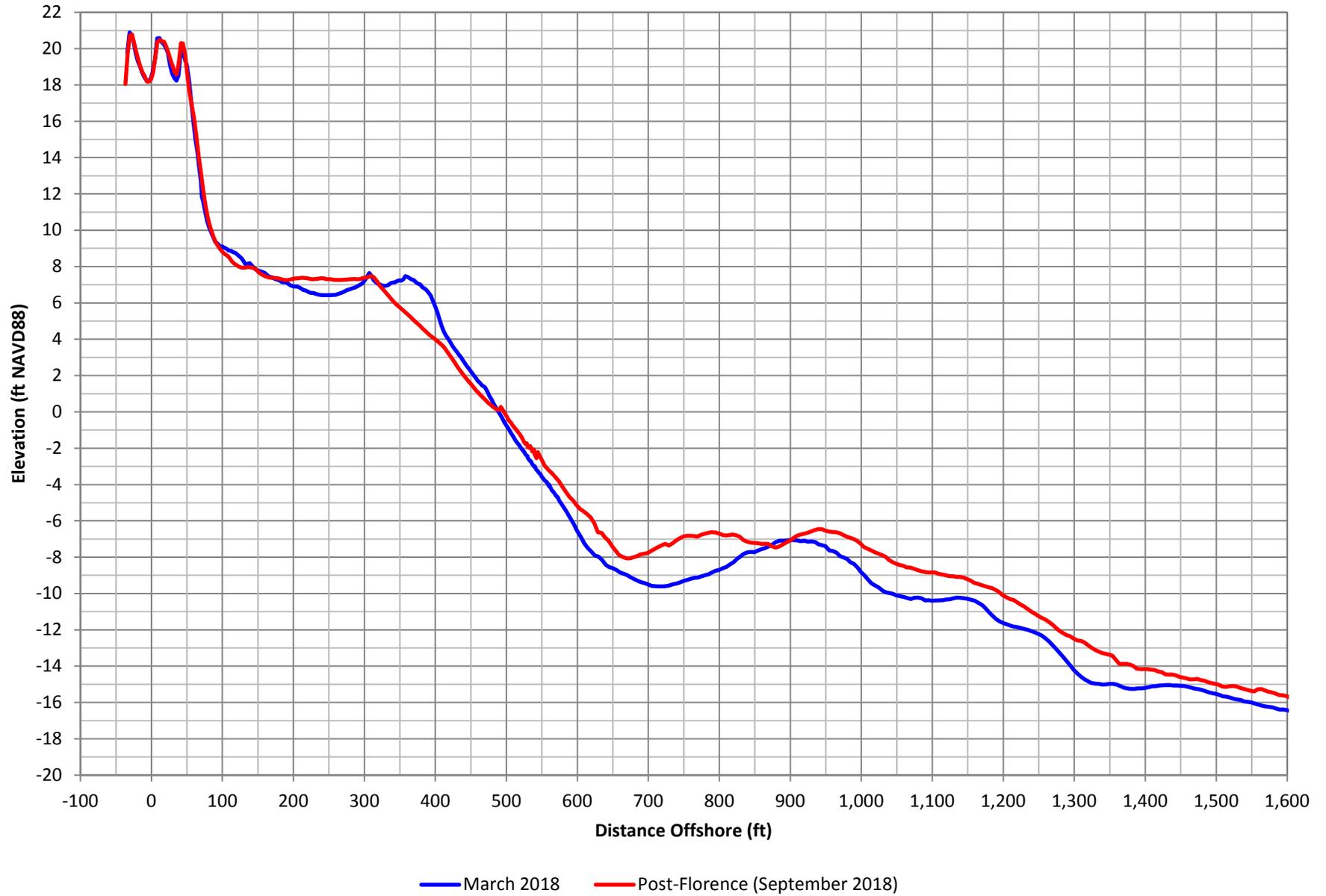
Bogue Banks Transect 109



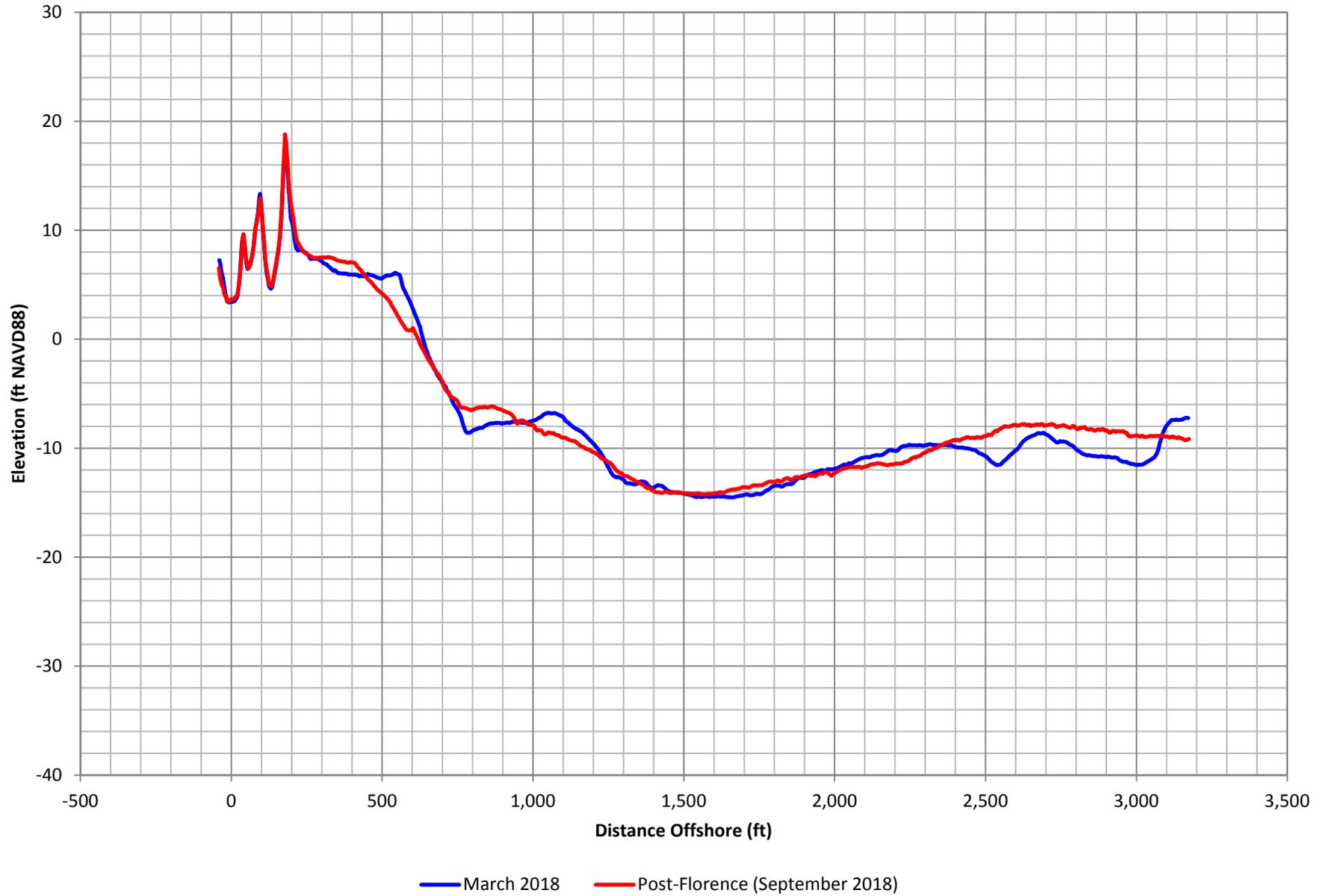
Bogue Banks Transect 110



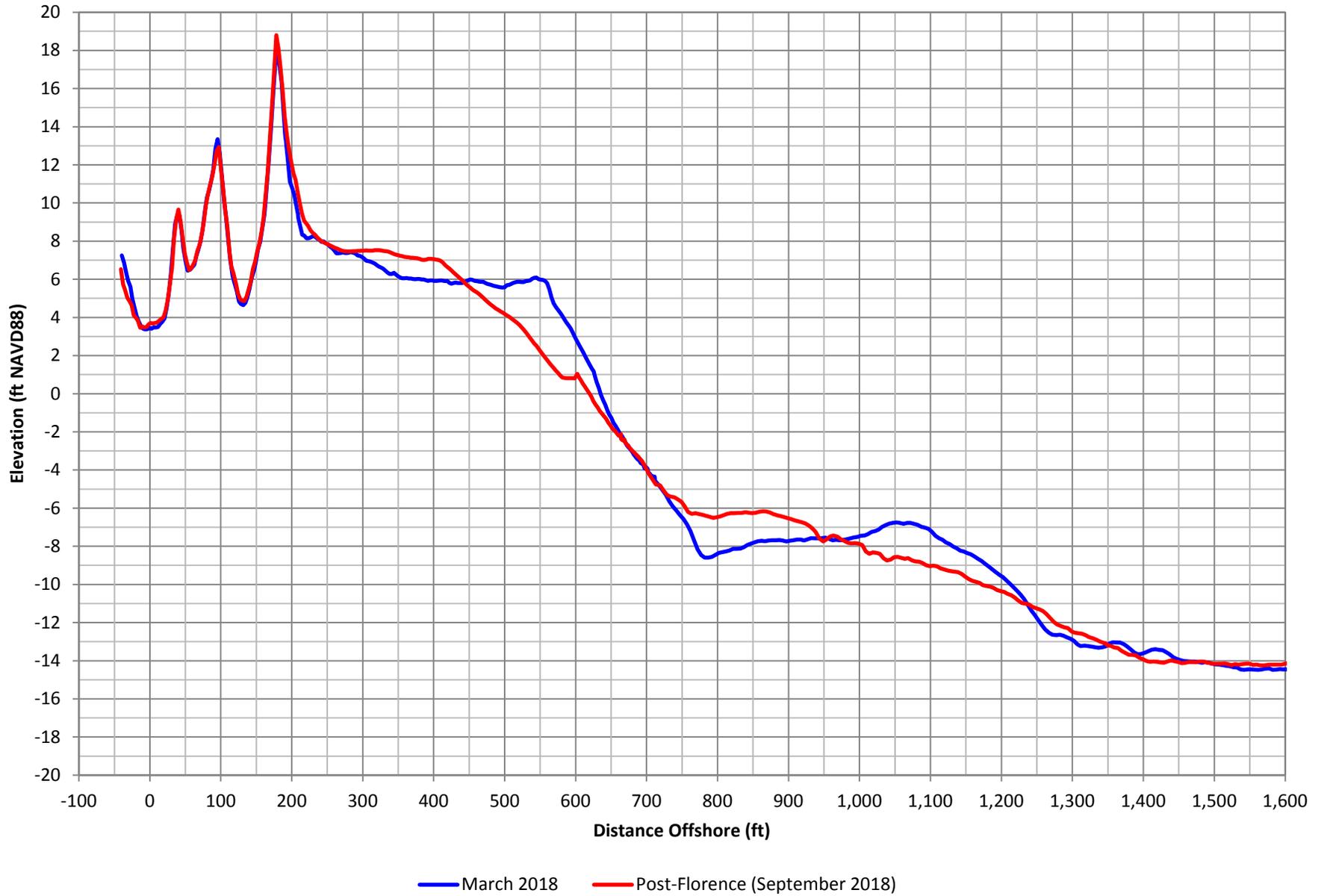
Bogue Banks Transect 110



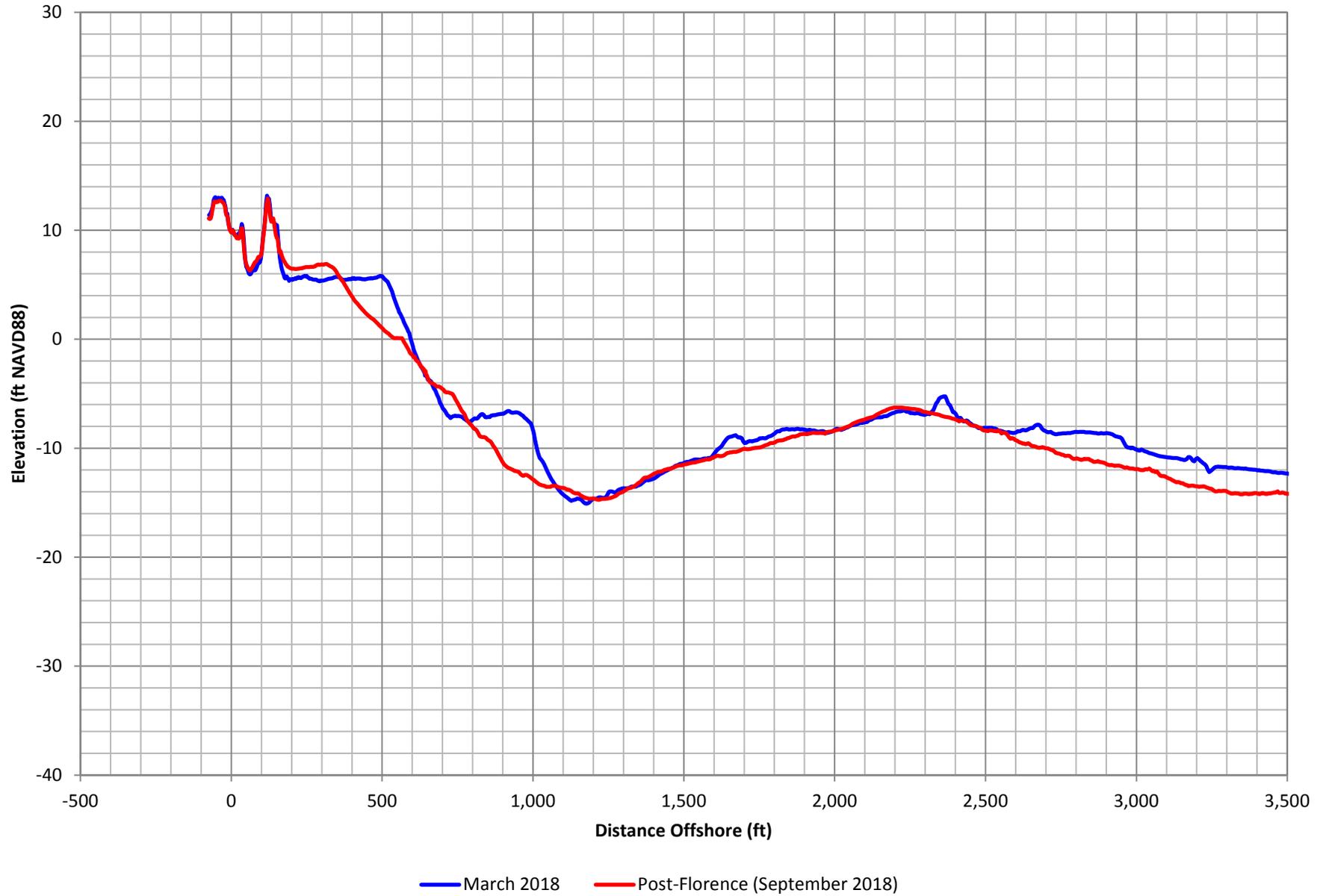
Bogue Banks Transect 111



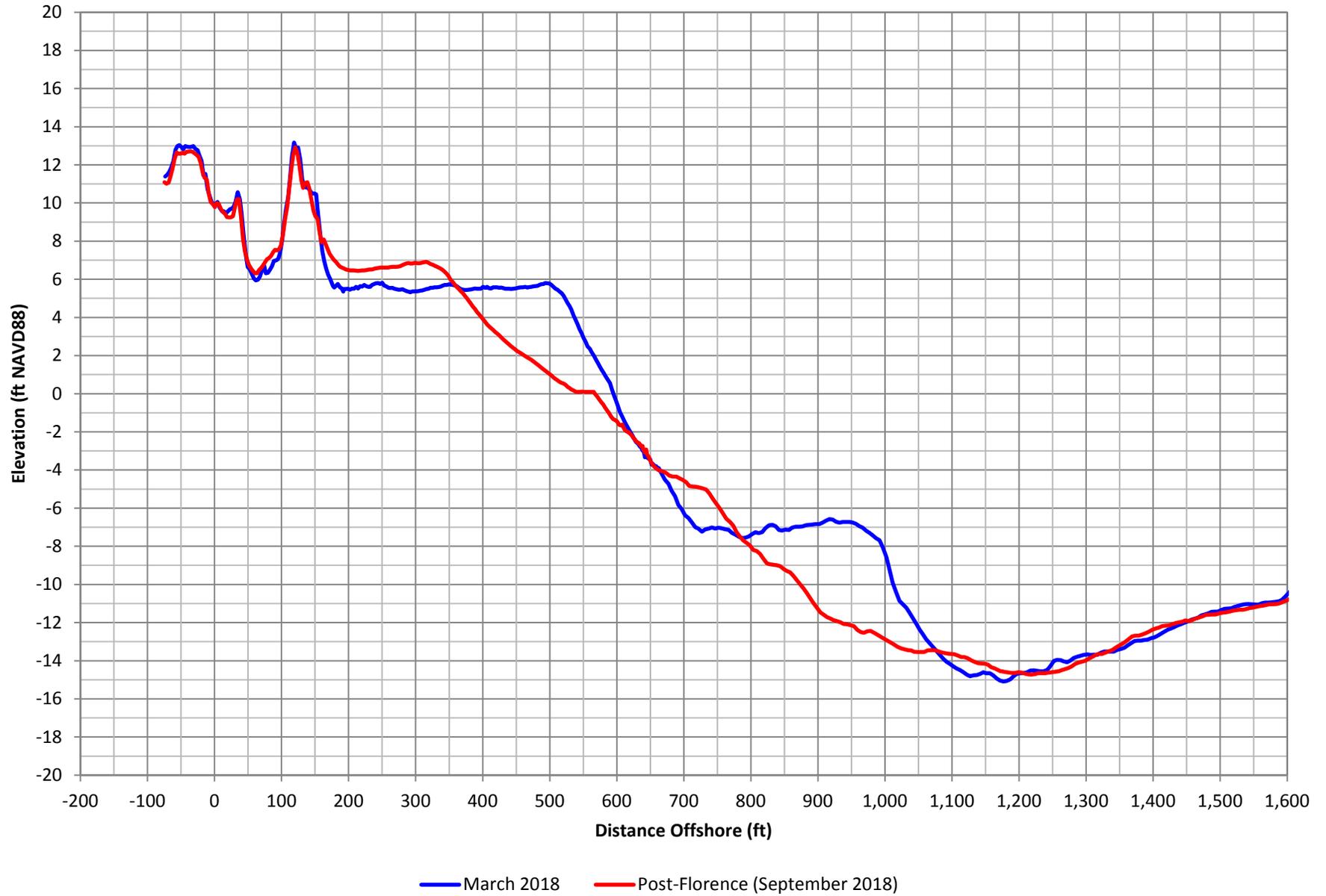
Bogue Banks Transect 111



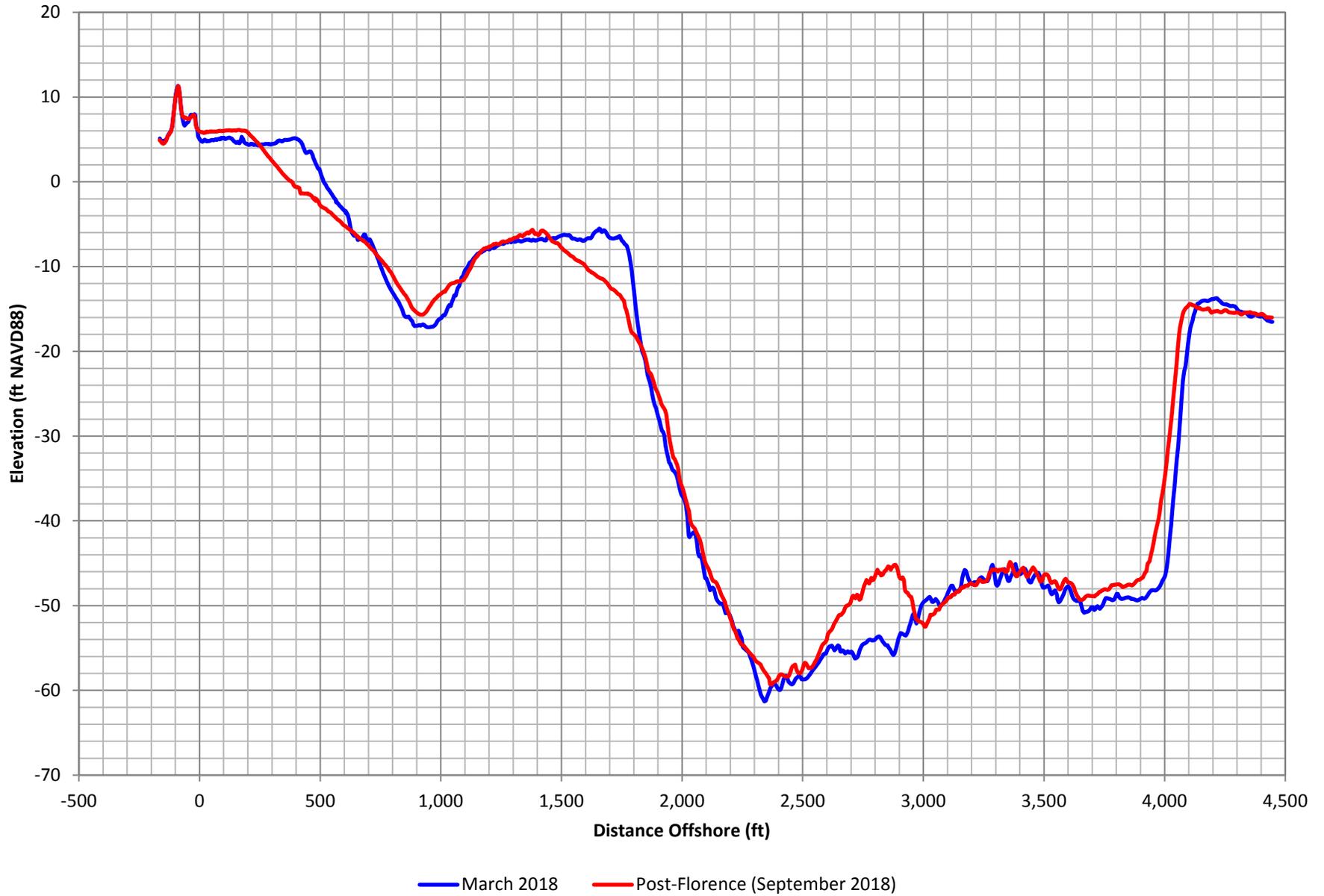
Bogue Banks Transect 112



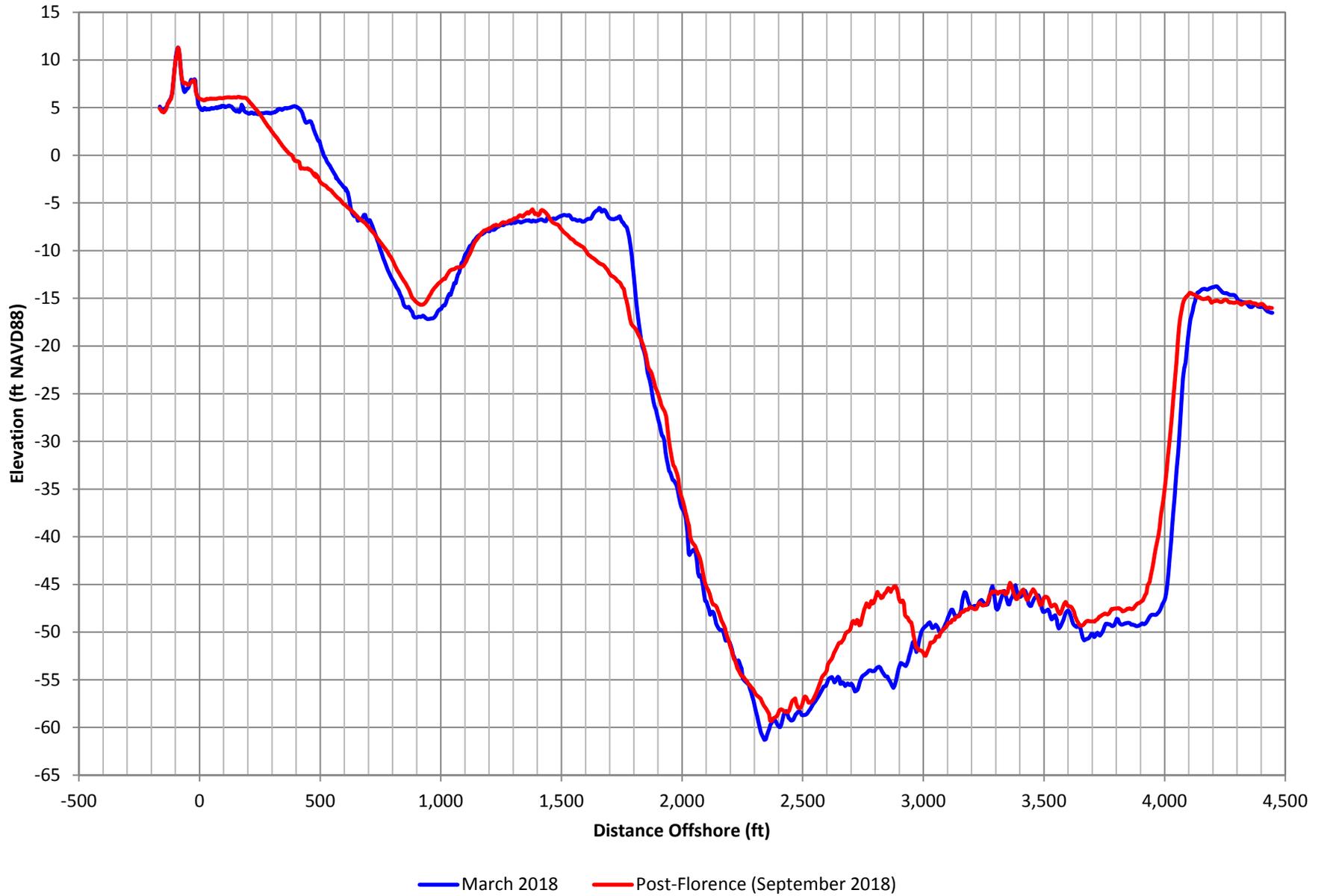
Bogue Banks Transect 112



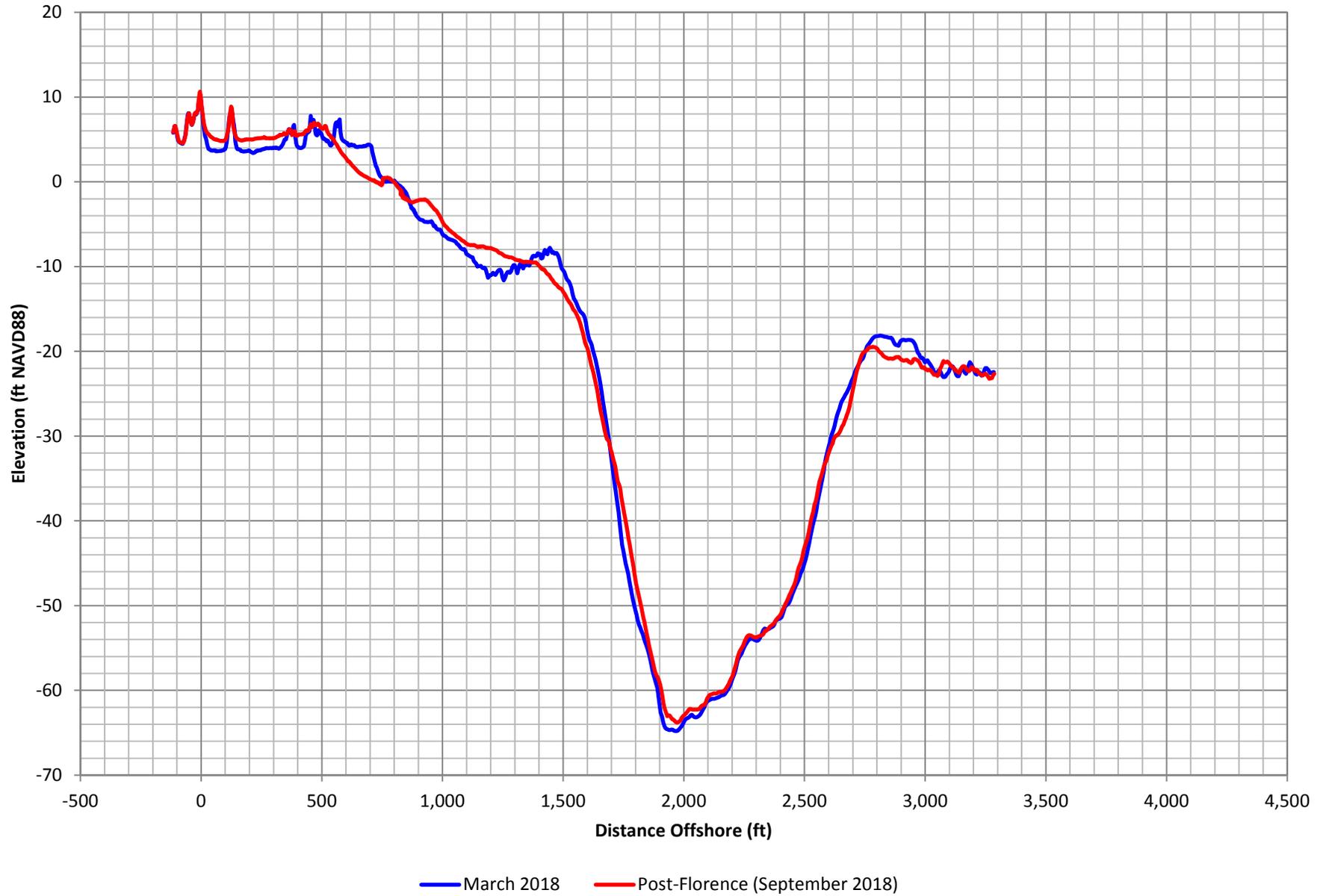
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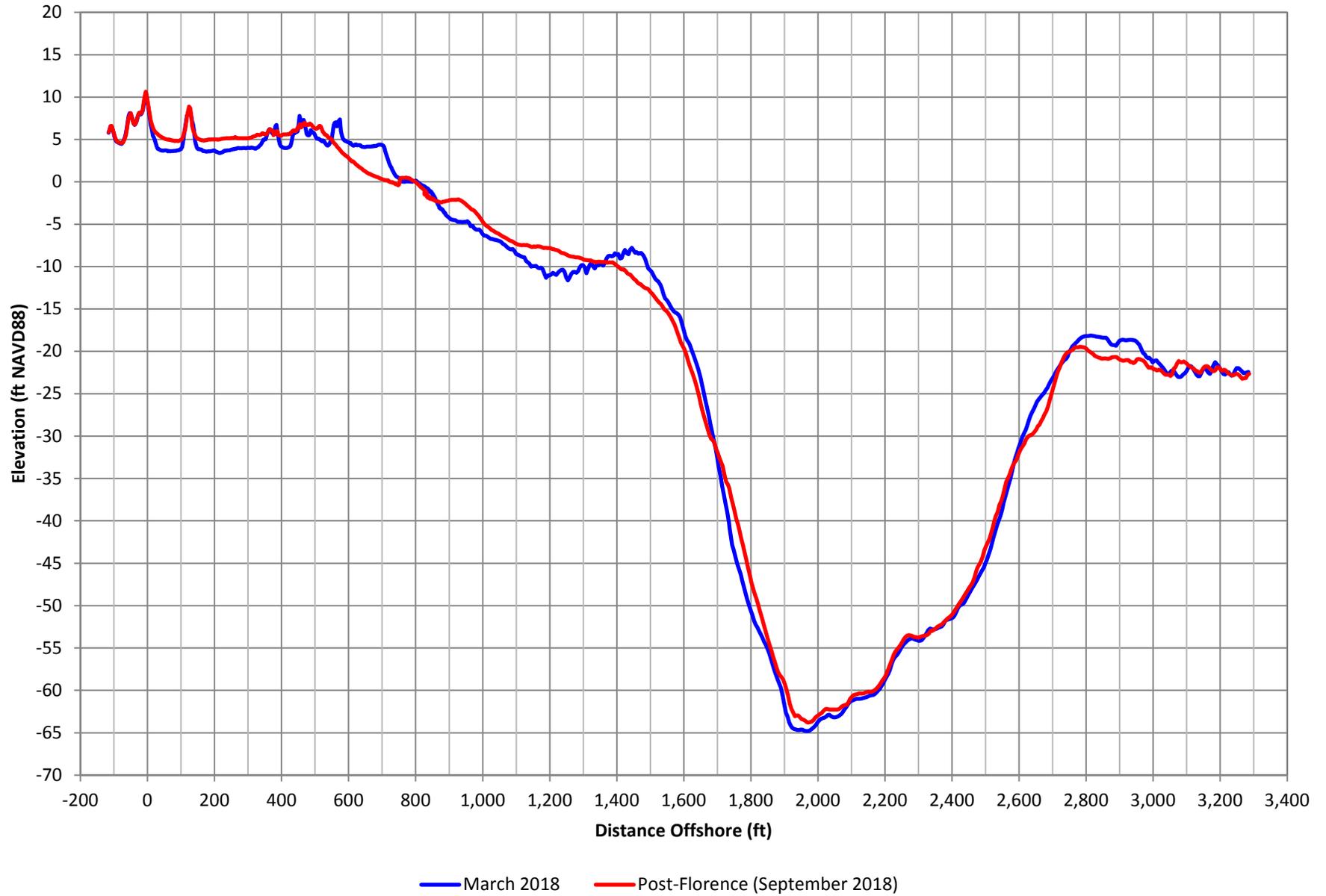
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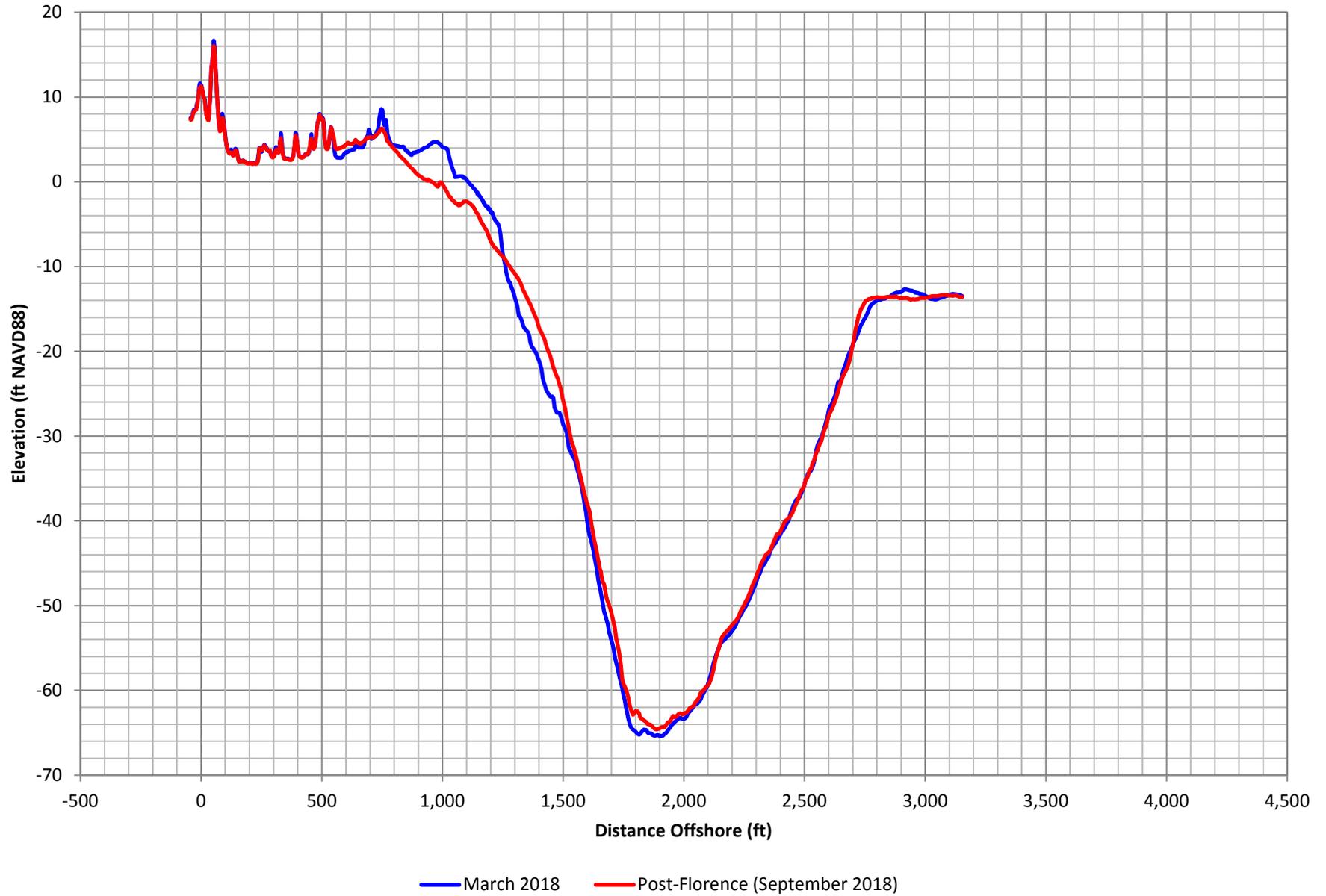
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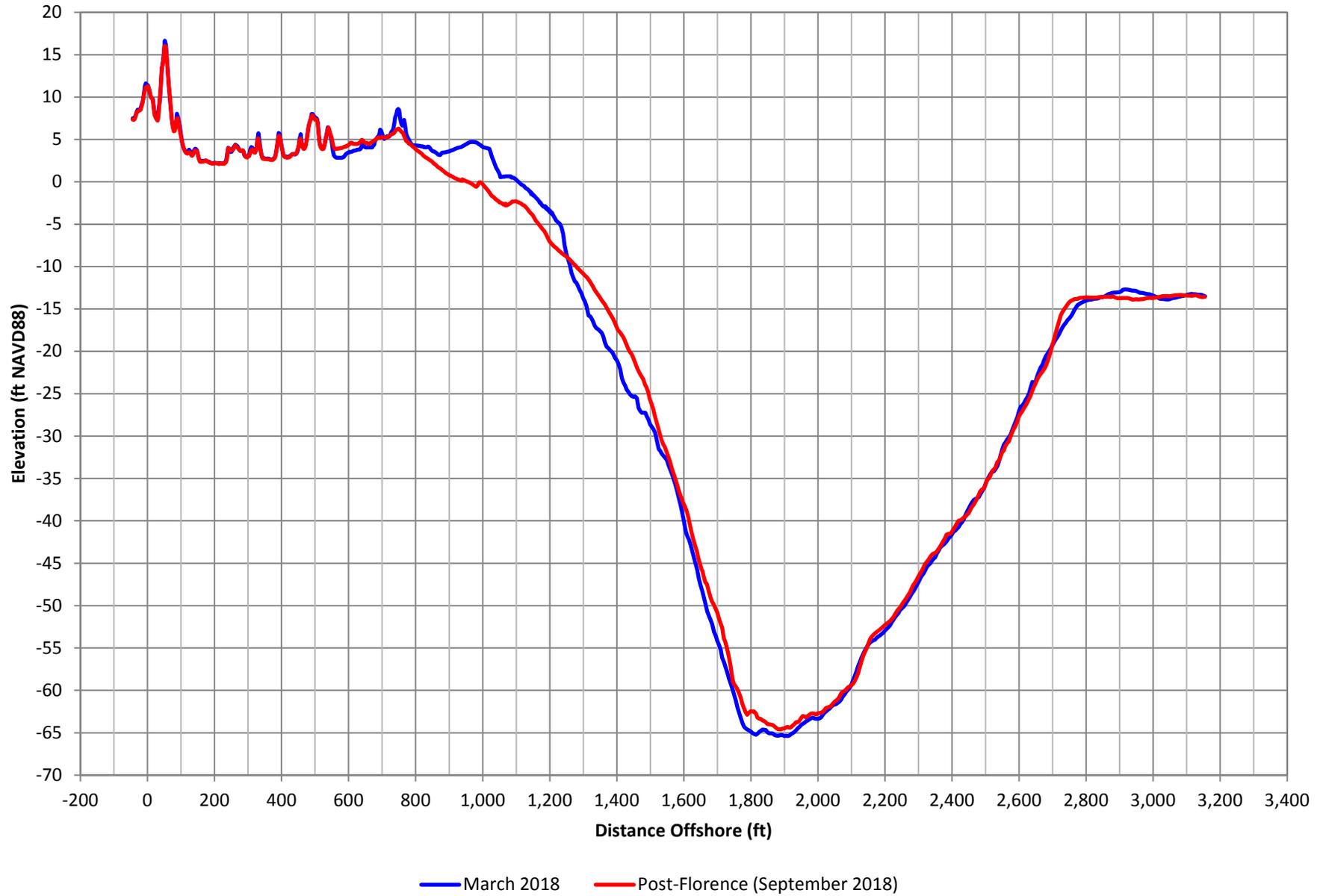
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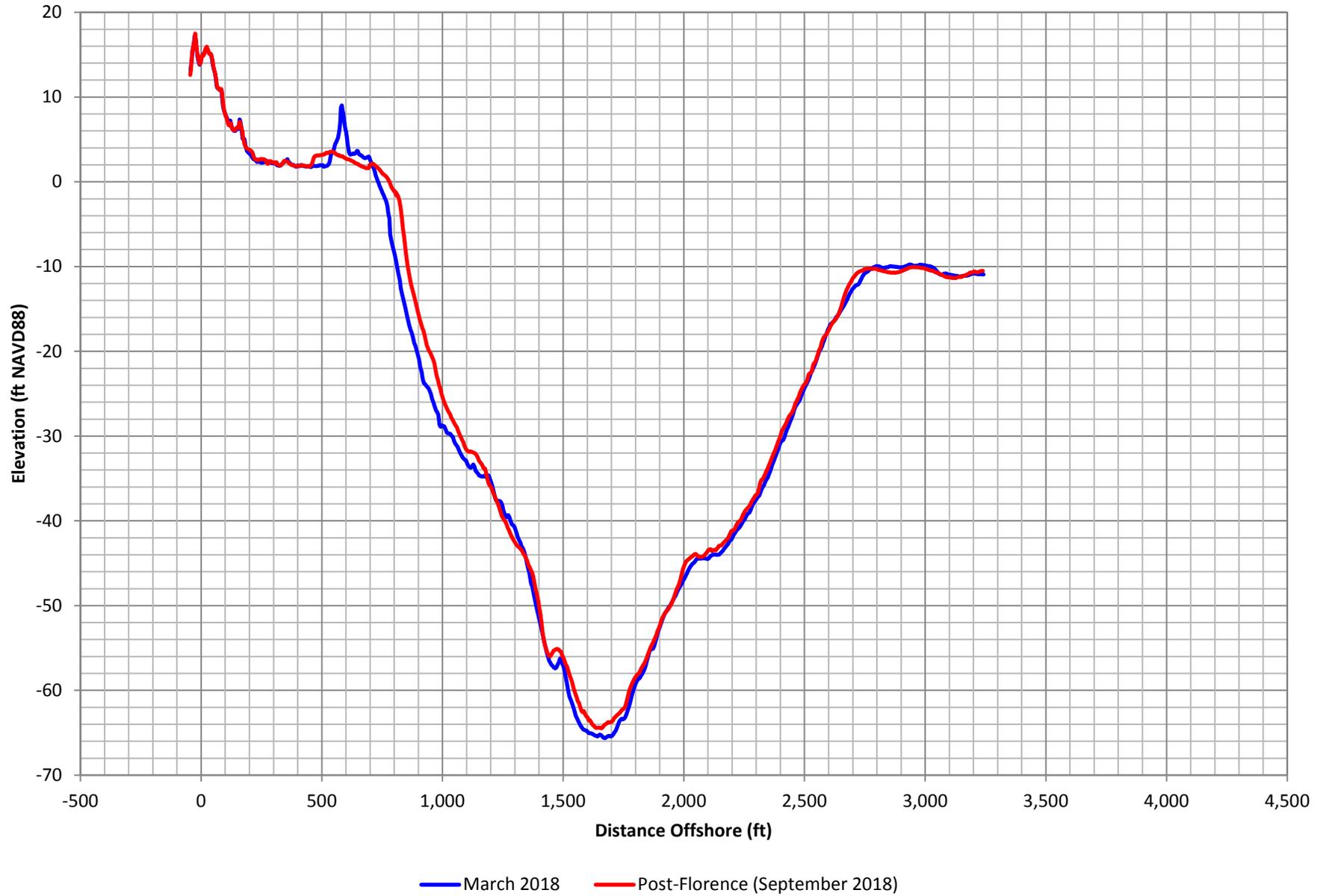
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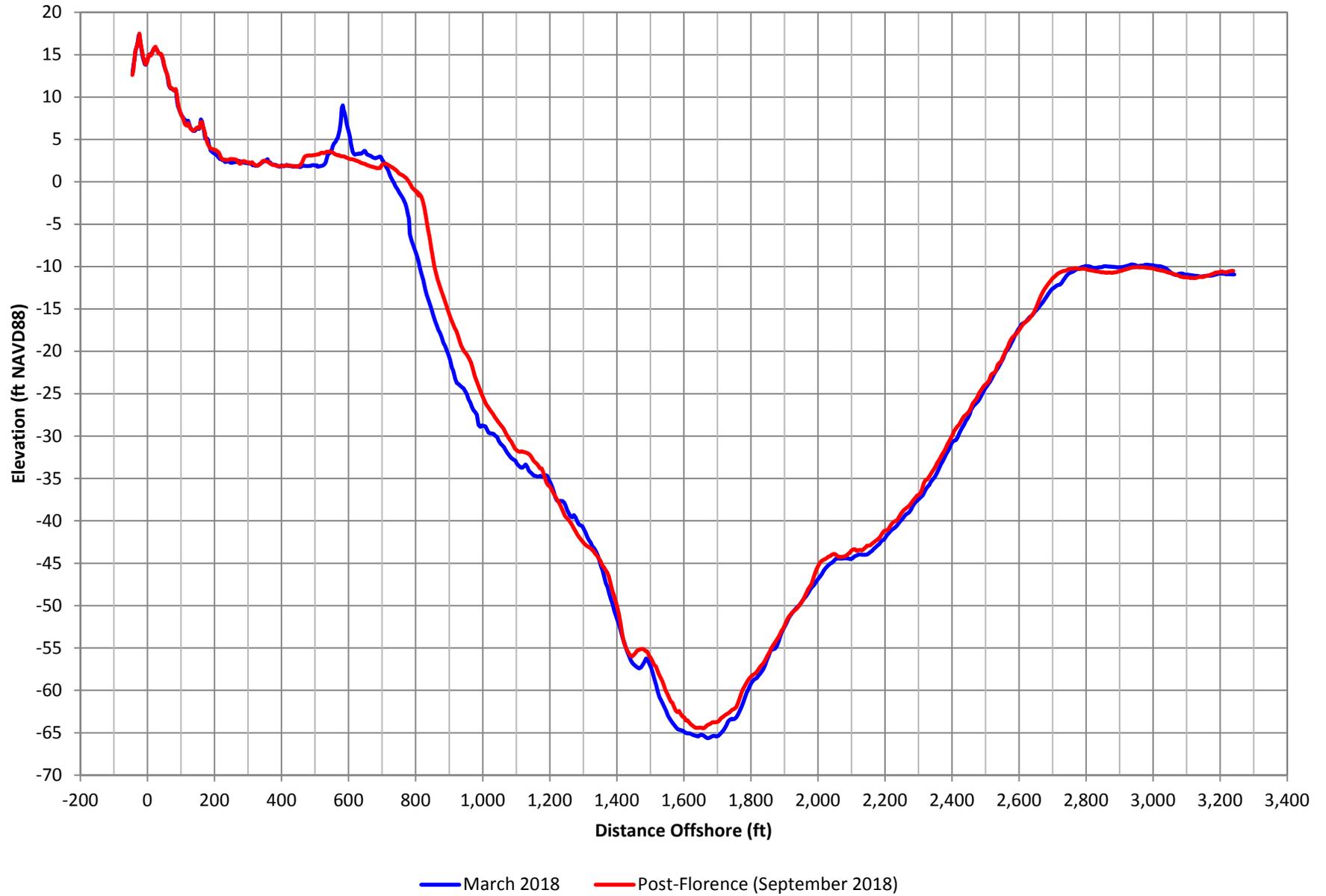
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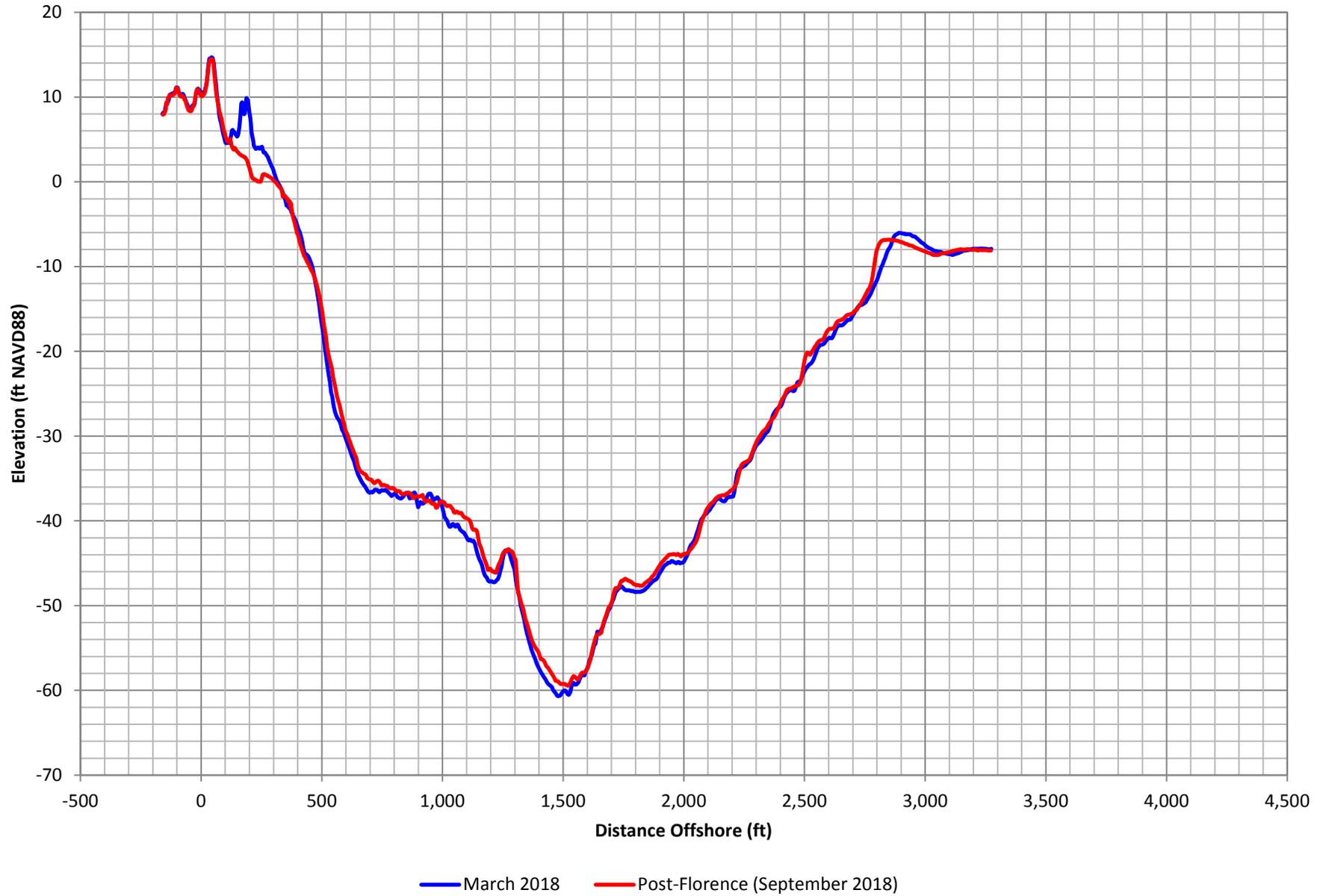
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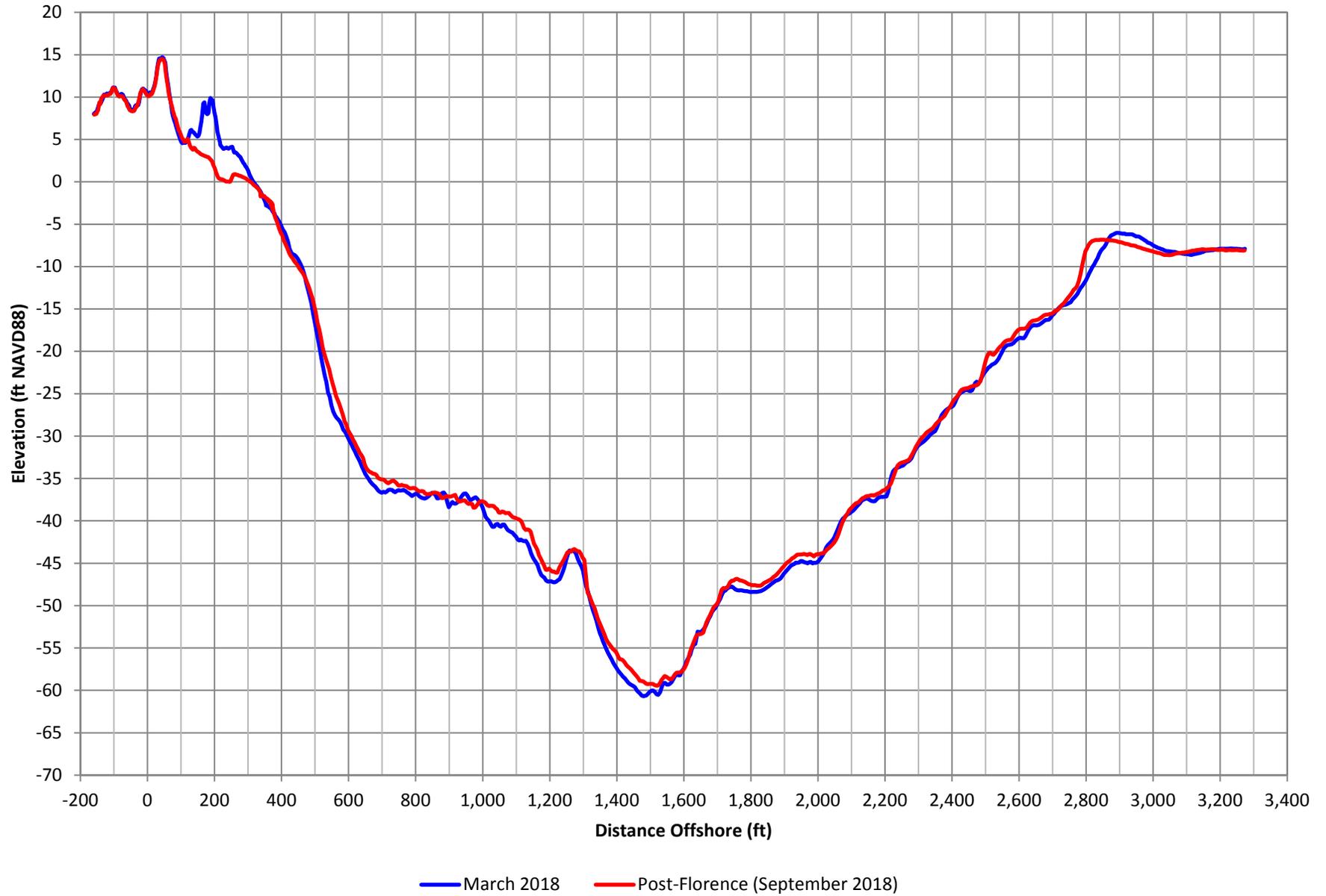
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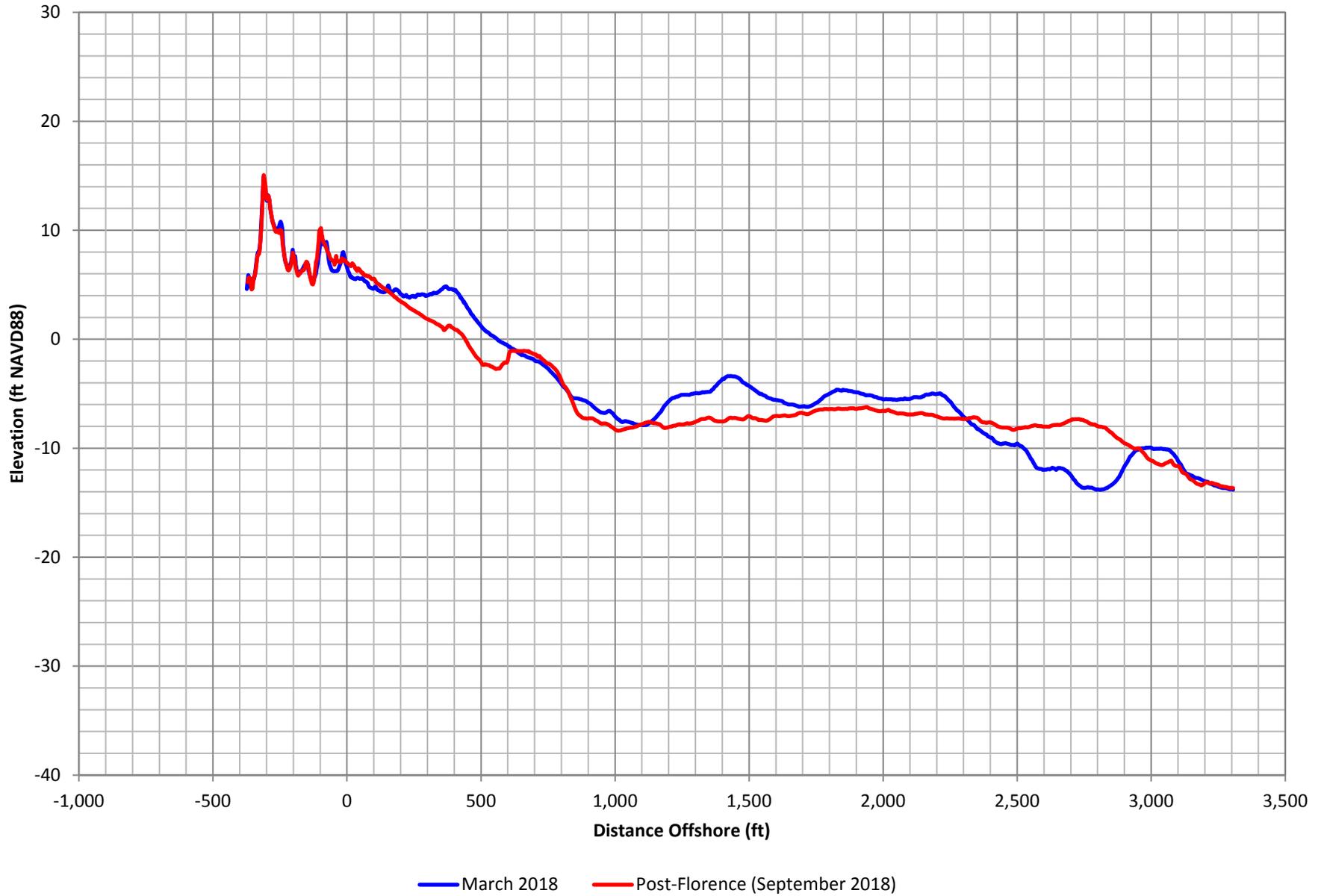
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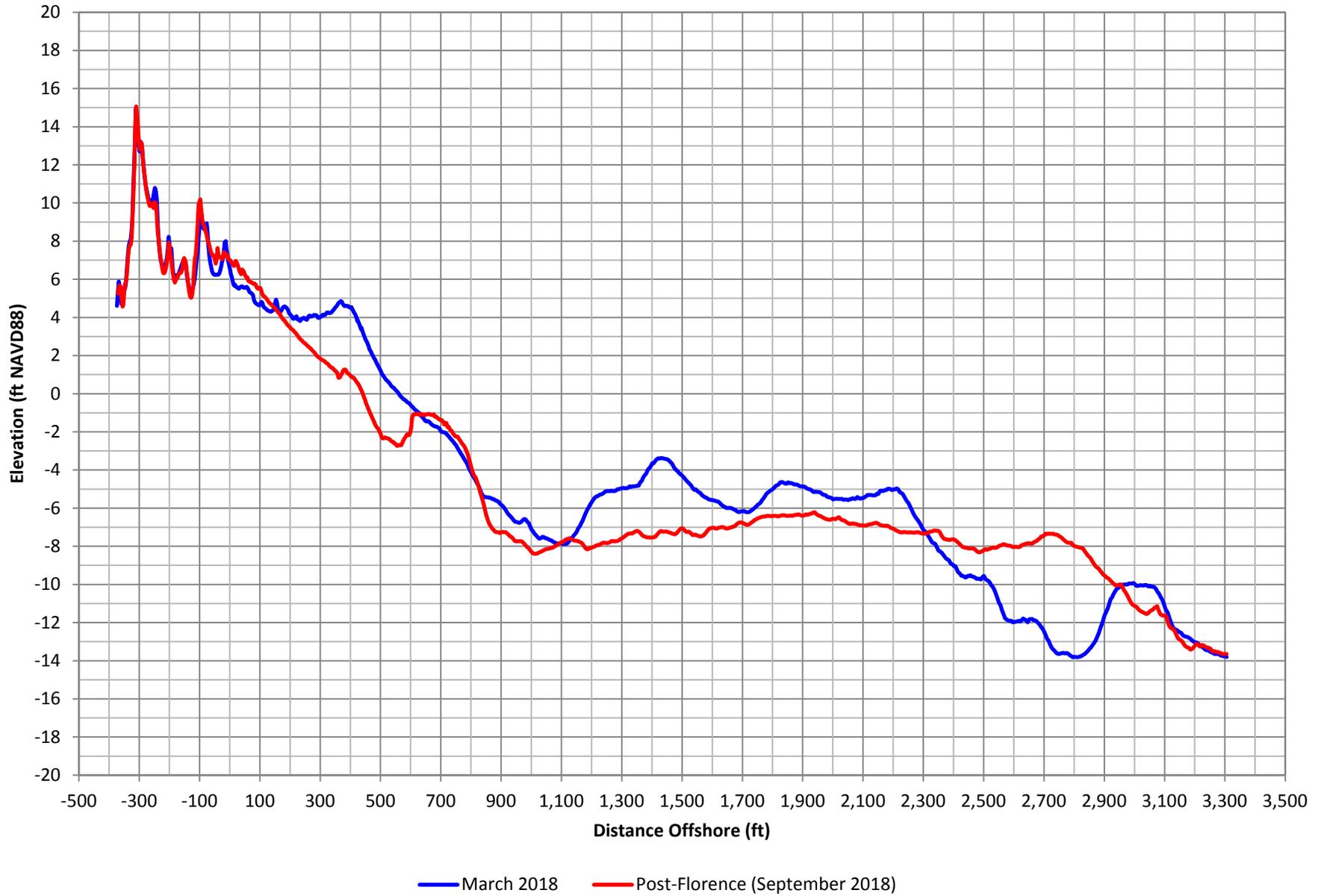
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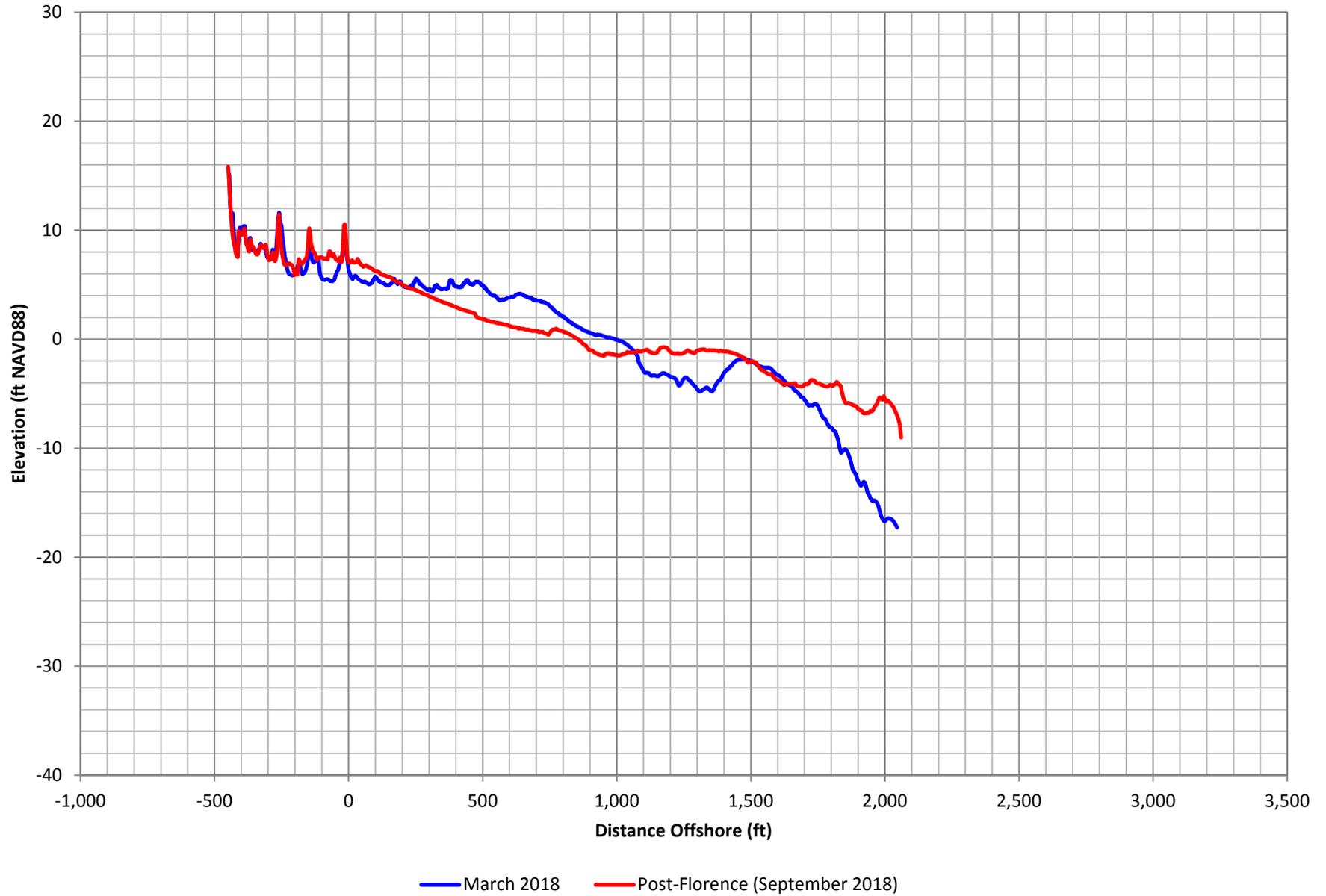
Bogue Banks Transect 117B



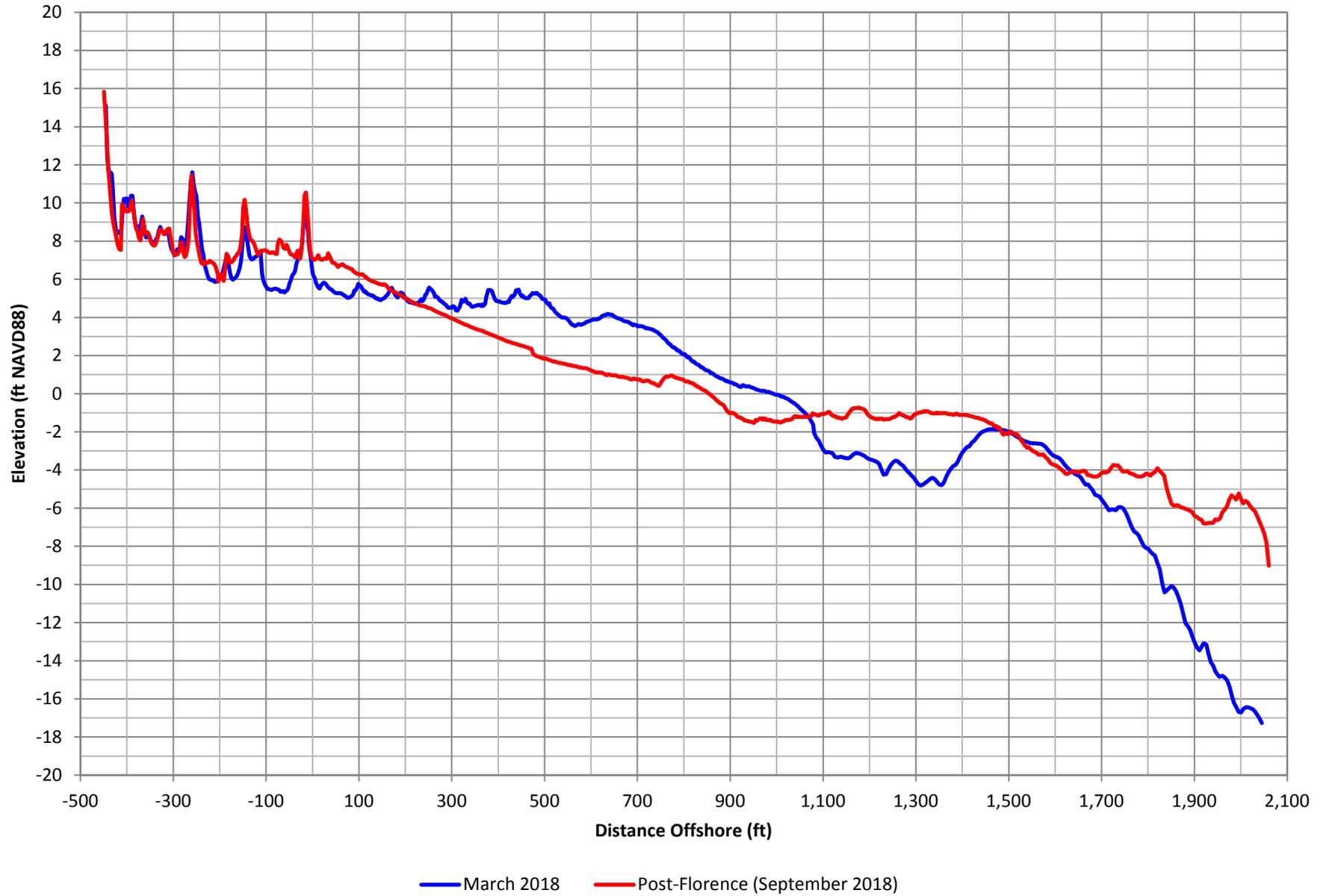
Bogue Banks Transect 117B



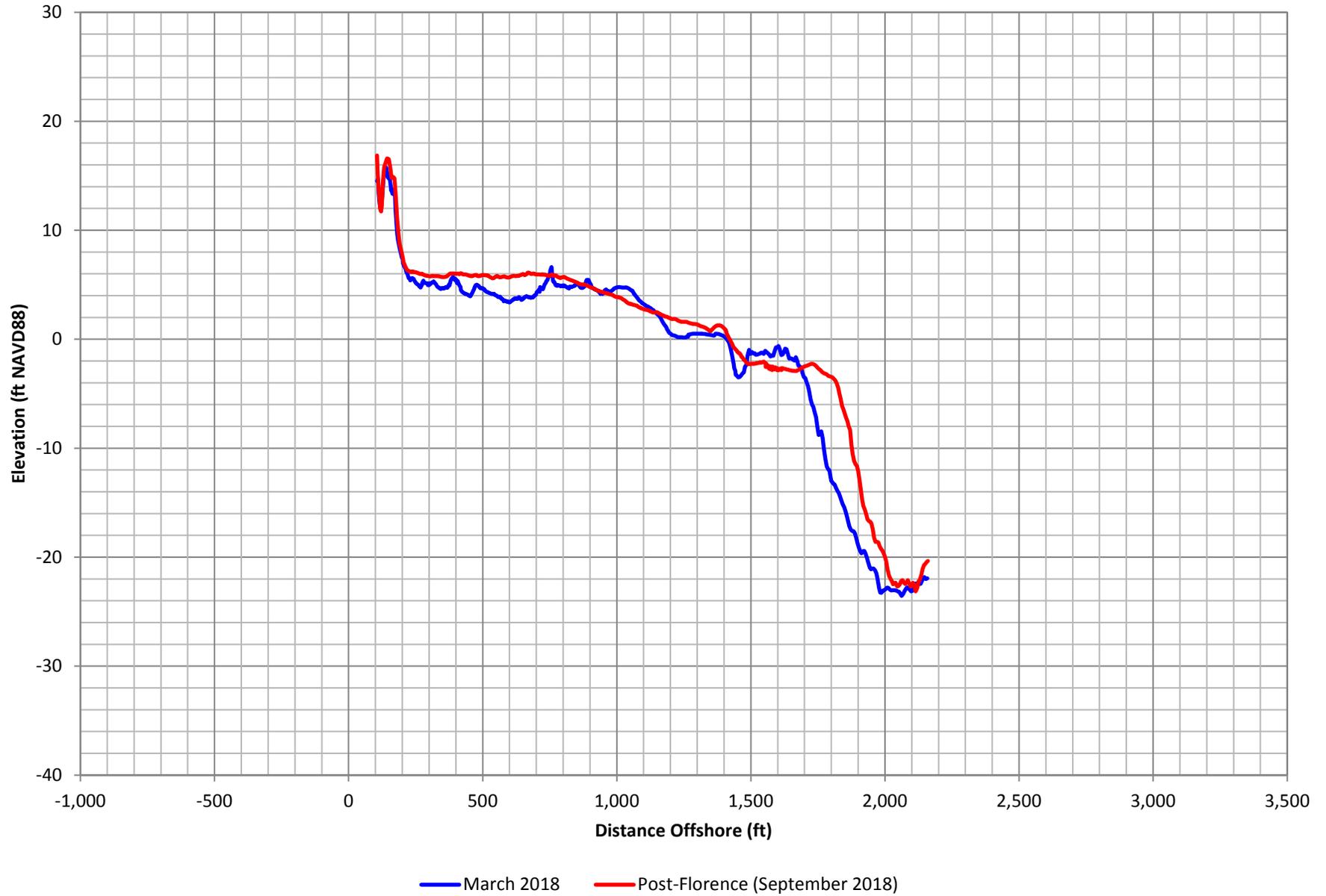
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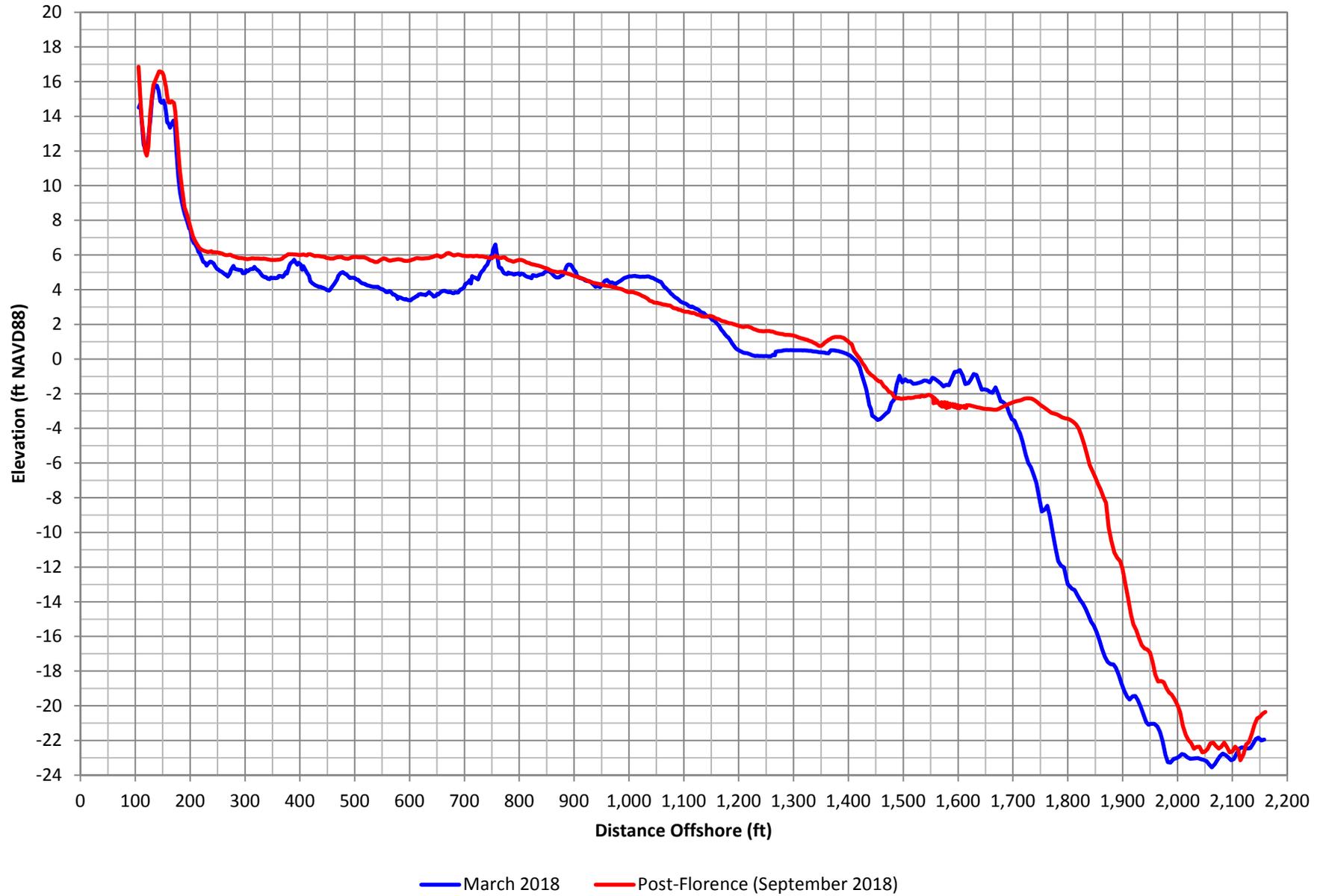
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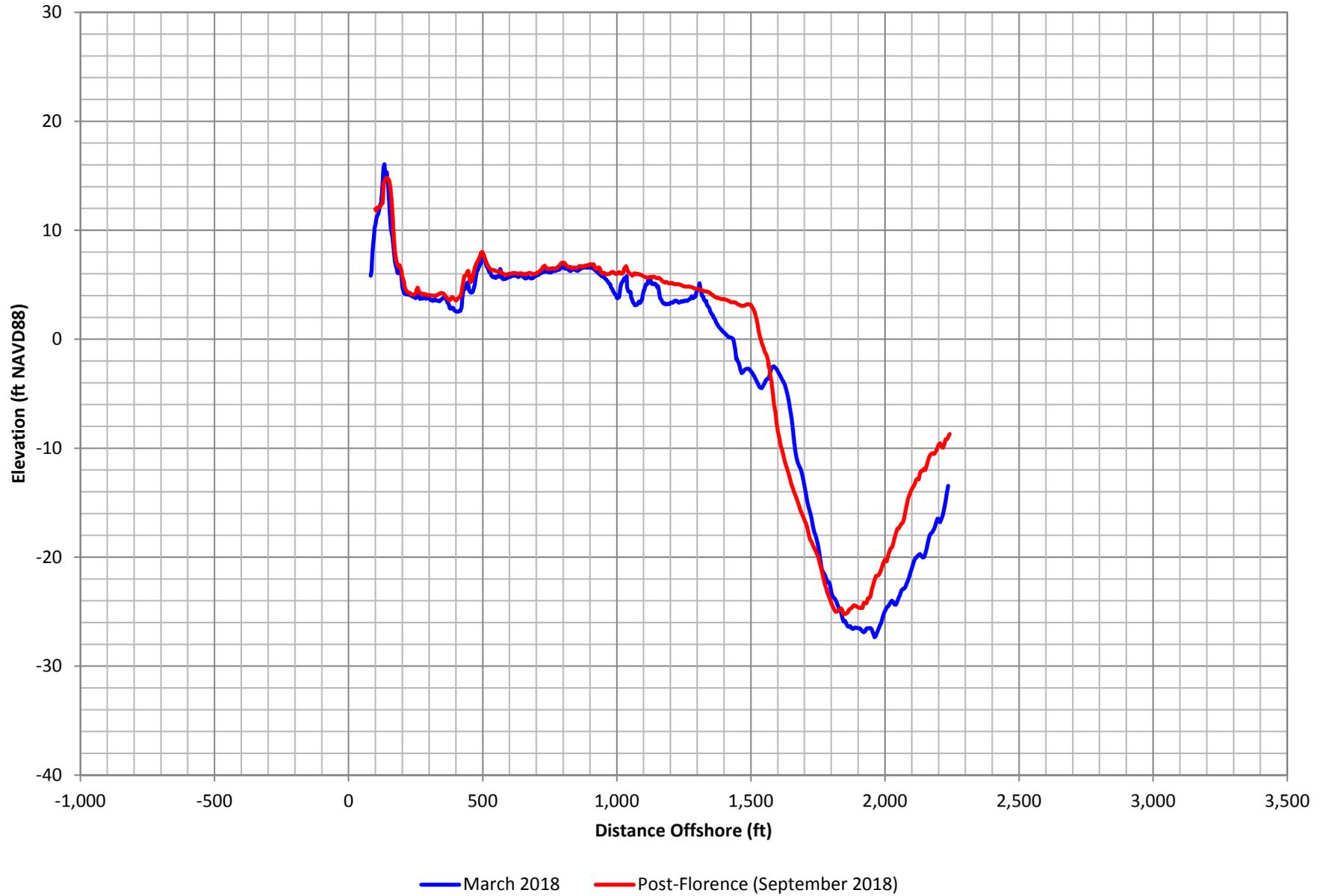
Bogue Banks Transect 118



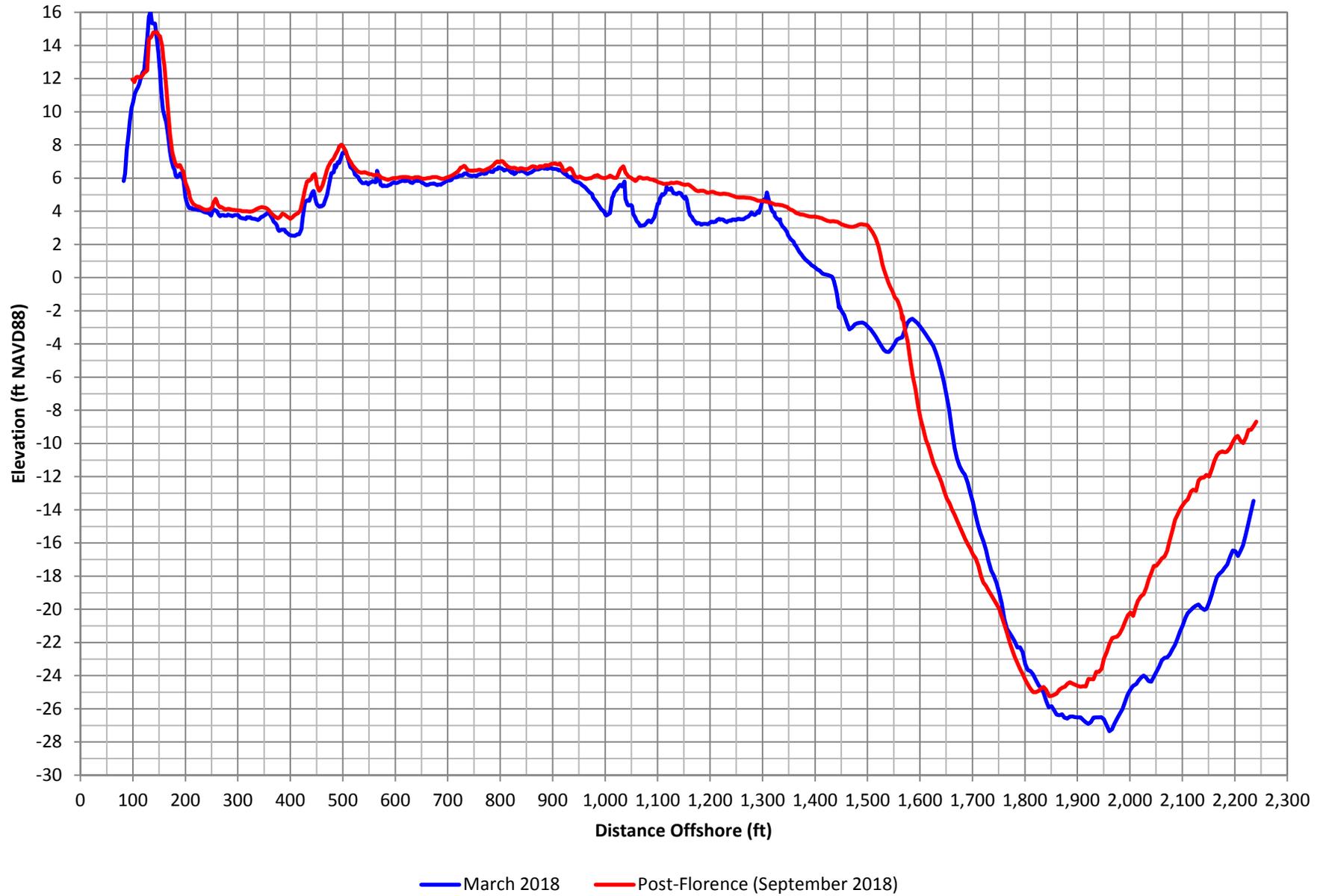
Bogue Banks Transect 118



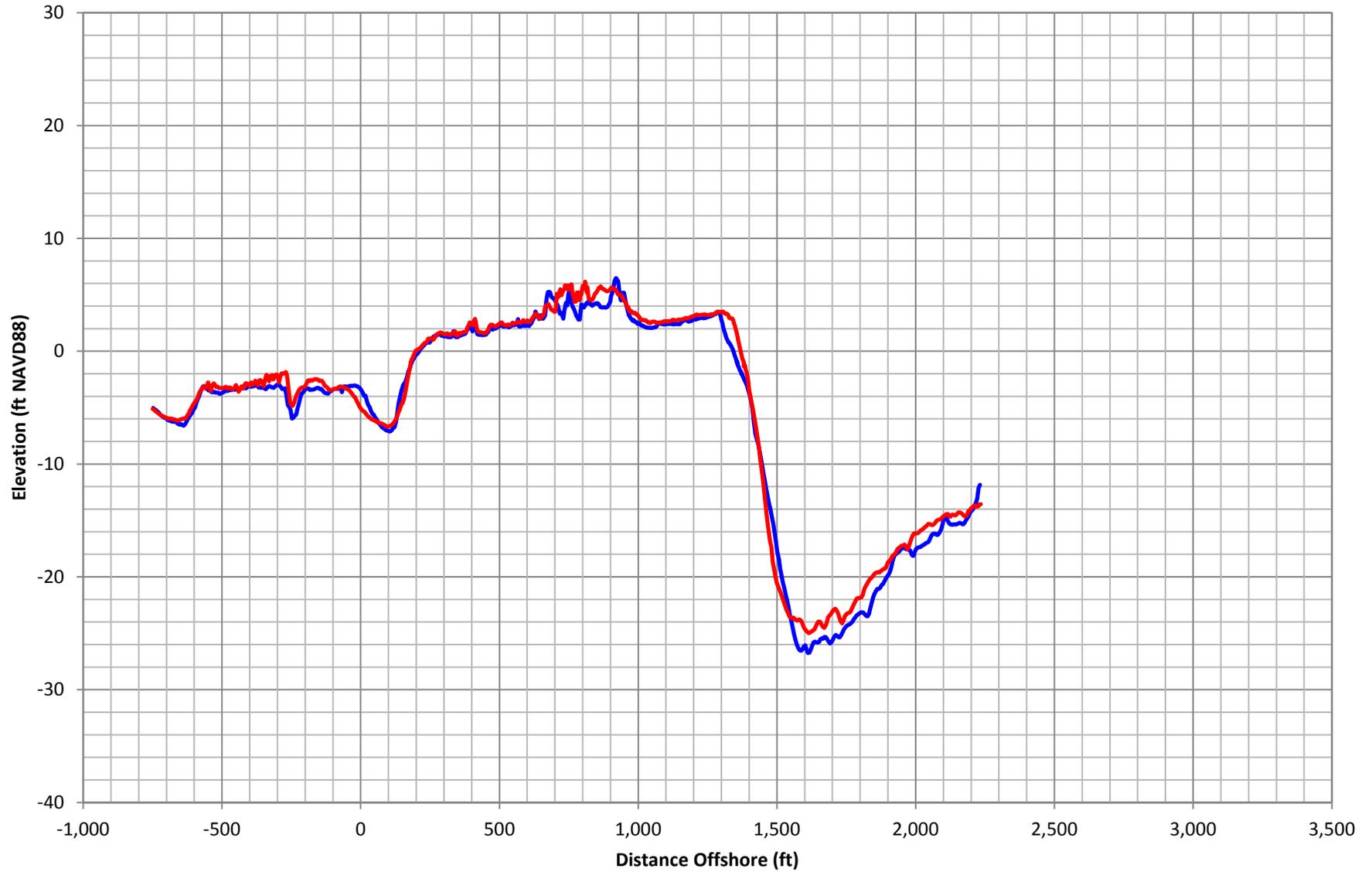
Bogue Banks Transect 119



Bogue Banks Transect 119



Bogue Banks Transect 120



— March 2018 — Post-Florence (September 2018)

Bogue Banks Transect 120

