



924

## Town of Nags Head

Post Office Box 99  
Nags Head, North Carolina 27959  
Telephone 252-441-5508  
Fax 252-441-0776  
www.townofnagshead.net

NORTH CAROLINA  
DARE COUNTY

SERVICE CONTRACT  
PURCHASE ORDER #           

**THIS CONTRACT IS NOT VALID WITHOUT THE REQUIRED ACCOMPANYING/  
CORRESPONDING PURCHASE ORDER**

  
(CONTRACTOR initials)

THIS CONTRACT is made and entered into this the 6<sup>th</sup> day of September 2011, by and between the TOWN OF NAGS HEAD, a public body corporate of the State of North Carolina, (hereinafter referred to as "the TOWN") party of the first part and Carolina Marine Structures, Inc., P. O. Box 3069, Kill Devil Hills, NC 27948-3069, (hereinafter referred to as "CONTRACTOR"), party of the second part.

1. SERVICES TO BE PROVIDED AND AGREED CHARGES

The services and/or material to be furnished under this contract (hereinafter referred to collectively as "SERVICES") and agreed charges are as follows:

**Replace a portion of, and extend, the North Carolina Department of Transportation (NC-DOT) Ocean (Stormwater) Outfalls located at Curlew and Conch Streets, and just north of Soundside Road in the Town of Nags Head, and at the National Park Service (NPS) Ramp No. 1, south of MP 21. All work shall be in accordance with the TOWN's Request For Bids, dated June 20, 2011 (copy attached), Addenda Number 1, dated June 28, 2011, Number 2, dated July 14, 2011, and Number 3, dated July 15, 2011 (copies of each attached), and the plans and notes entitled "Ocean Outfalls Town of Nags Head", sheets 1 through 7 of 7, dated May 15, 2011 as prepared by NC-DOT. Sheet 3 of 7 was revised on July 13, 2011. (Copies of all plan sheets are attached.)**

**Total contract price is \$1,372,162.00 (One million, three hundred and seventy-two thousand, one hundred sixty-two dollars and no cents). Price is in accordance with CONTRACTOR's bid dated July 22, 2011 (copy attached).**

It is mutually agreed by and between the TOWN and CONTRACTOR that construction under this contract will commence no later than September 17, 2011. The contract completion date shall be January 25, 2012 with time being of the essence. If CONTRACTOR fails to complete work under this contract by January 25, 2012, the TOWN will be damaged thereby, and because the amount of the TOWN's damages, inclusive of expenses for inspection, superintendence and necessary traveling expenses is difficult if not impossible to definitely ascertain and prove, it is hereby agreed that the amount of such damages shall be one thousand

dollars and no cents (\$1,000.00) as liquidated damages for every day's delay in finishing the work in excess of the completion date prescribed; and the CONTRACTOR hereby agrees that said sum shall be deducted from monies due the CONTRACTOR under the contract or, if no money is due the CONTRACTOR hereby agrees to pay to the TOWN as liquidated damages, and not by way of penalty, such total sum as shall be due for such delay computed aforesaid.

Due to the nature of this project, construction delays due to weather are possible. In the event the CONTRACTOR is delayed due to inclement weather, the TOWN must be notified immediately following the affecting event that the CONTRACTOR requests an extension of the contractual completion date. The TOWN will respond to all such requests in a timely manner.

## 2. DESCRIPTION OF PROJECT

This project consists of the replacement of a portion of (from 57 feet to 166 feet, depending upon location), and the construction of 48 additional feet to, the NC-DOT Ocean (stormwater) Outfalls located at Curlew Street, Conch Street, and north of Soundside Road in the Town of Nags Head, and at NPS Ramp No. 1, just south of the Nags Head town line. Work includes removal, and disposal, of the existing stormwater infrastructure, and construction of new stormwater piping to a point 48 feet eastward of the existing terminus of each pipe system.

## 3. TERM OF CONTRACT

The term of this CONTRACT for SERVICES is from September 6<sup>th</sup>, 2011 to January 22<sup>nd</sup>, 2012. Either party may nonetheless cancel this contract on thirty (30) days written notice to the other party by certified mail or personal delivery. This contract is subject to the availability of funds to purchase the specified SERVICES and may be terminated at any time if such funds become unavailable.

## 4. PAYMENT TO CONTRACTOR

The TOWN agrees to pay at the rates specified for SERVICES satisfactorily performed in accordance with this contract. Unless otherwise specified, the CONTRACTOR shall submit an itemized invoice to the TOWN by the end of the month during which SERVICES are performed. Payment will be processed promptly upon receipt and approval by the TOWN of the invoice.

## 5. INDEPENDENT CONTRACTOR

Both the TOWN and the CONTRACTOR agree that the CONTRACTOR shall act as an independent contractor and shall not represent itself as an agent or employee of the TOWN for any purpose in the performance of the CONTRACTOR'S duties under this contract. Accordingly, the CONTRACTOR shall be responsible for payment of all Federal, State and local taxes arising out of the CONTRACTOR'S activities in accordance with this contract, including by way of illustration but not limitation, Federal and State income tax, Social Security tax, Unemployment Insurance taxes, and any other taxes or business license fees as required.

In performing the SERVICES, the CONTRACTOR is acting as an independent contractor and shall perform SERVICES in accordance with currently approved methods and practice in the CONTRACTOR'S professional capacity and in accordance with the standards of applicable professional organizations and licensing agencies.

#### 6. INSURANCE AND INDEMNITY

The CONTRACTOR shall indemnify and save harmless the TOWN, its agents and employees from and against all actions, liability, claims, suits, damages, cost or expenses of any kind which may be brought or made against the TOWN or which the TOWN must pay and incur by reason of or in any manner resulting from injury, loss or damage to persons or property resulting from negligent performance of or failure to perform any of its obligations under the terms of this CONTRACT.

The CONTRACTOR shall be fully responsible to the TOWN for the acts and omissions of its sub-contractors and of persons either directly or indirectly employed by it, as the CONTRACTOR is for the acts and omissions of persons directly employed by it.

In addition, the CONTRACTOR shall comply with the North Carolina Worker's Compensation Act and shall provide for the payment of workers' compensation to its employees in the manner and to the extent required by such Act. In the event the CONTRACTOR is excluded from the requirements of such Act and does not voluntarily carry workers' compensation coverage, the CONTRACTOR shall carry or cause its employees to carry adequate medical/accident insurance to cover any injuries sustained by its employees or agents during the performance of SERVICES.

The CONTRACTOR agrees to furnish the TOWN proof of compliance with said Act or adequate medical/accident insurance coverage upon request.

The CONTRACTOR upon request by the TOWN shall furnish a Certificate of Insurance from an insurance company, licensed to do business in the State of North Carolina and acceptable to the TOWN verifying the existence of any insurance coverage required by the TOWN. The Certificate will provide for sixty (60) days advance notice in the event of termination or cancellation of coverage.

#### 7. HEALTH AND SAFETY

The CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. The CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees from the work and other persons who may be affected thereby.

#### 8. NON-DISCRIMINATION IN EMPLOYMENT

The CONTRACTOR shall not discriminate against any employee or applicant for employment because of age, sex, race, creed, or national origin. The CONTRACTOR shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their age, sex, race, creed, or national origin. In the event the CONTRACTOR is determined by the final order of an appropriate agency or court to be in

violation of any non-discrimination provision of federal, state or local law or this provision, this Contract may be cancelled, terminated or suspended in whole or in part by the TOWN, and the CONTRACTOR may be declared ineligible for further contracts.

9. GOVERNING LAW

This contract shall be governed by and in accordance with the laws of the State of North Carolina. All actions relating in any way to this contract shall be brought in the General Court of Justice of the State of North Carolina or in the Federal District Court for the Eastern District of North Carolina.

10. OTHER PROVISIONS

This Contract is subject to such additional provisions as are set forth in any addendum executed separately by each party and attached hereto.

11. CONTRACT DOCUMENTS/AMENDMENTS

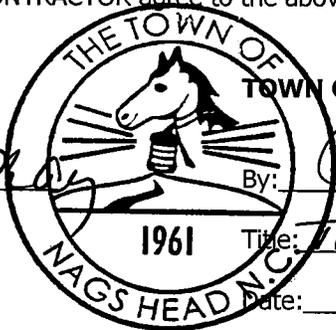
This document together with the purchase order and any attached exhibits constitutes the entire Contract between the said two parties and may only be modified by a written mutual agreement signed by the parties and attached hereto. In the event of any conflict between this contract and any attached documents, the contract language will prevail.

12. SIGNATURES

Both the TOWN and the CONTRACTOR agree to the above contract.

Witnessed or Attested By:

*Miauw...*  
By: *[Signature]*  
Title: Town manager  
Date: 9/19/11



*[Signature]*  
Corporate Seal:

**CONTRACTOR**  
By: *[Signature]*  
Printed Name: Chris Coleman  
Title: POES  
Date: 9/15/11

"This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act."

*[Signature]*  
Finance Officer

APPROVED AS TO FORM AND LEGAL SUFFICIENCY.

*[Signature]*  
TOWN ATTORNEY



July 22, 2011

Carolyn Morris  
Town Clerk  
Town of Nags Head  
5401 S Croatan Hwy.  
P. O. Box 99  
Nags Head, North Carolina 27959-0099

RE: Title Page

Pursuant to the RFB, the following is provided:

A. Title Page:

Bid/Statement of Qualifications  
Nags Head Ocean Outfall Extensions

Prepared for:  
Nags Heads Public Works Department  
2200 S. Lark Avenue  
P. O. Box 99  
Nags Head, North Carolina 28959-0099

Prepared by;  
Carolina Marine Structures, Inc.

B. Firm Information Summary

1. Firm Name: Carolina Marine Structures, Inc.
  2. Legal Street Address and Mailing Address;
    - a. (Physical & Office) 911 Harbor Road, Wanchese, North Carolina 27981
    - b. (Mail & Correspondence) P. O. Box 3069, Kill Devil Hills, North Carolina 27948
  3. Principal Contact: Christopher D. Coleman, Phone Nr. 252-473-2755
  4. Name of Business:
    - a. Legal Business Entity: Carolina Marine Structures, Inc.
    - b. Size: SBA Small Business and HUBZone
    - c. Organization Structure:
      - i. Christopher D. Coleman, Owner/President
      - ii. William W. Combs, VP and General Manager
      - iii. At-will employees (Administrative and field staff)
    - d. Business length: In business since 4 August 2004
    - e. Former Names: None
  5. Firm's License: 62770 PU, Unlimited (Attached)
- C. Bid Sheets (4 unit-price sheets and 1 total bid sheet, Attached)
- D. Bid Security: (Attached)

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**CORPORATE OFFICE**  
P.O. BOX 3069  
KILL DEVIL HILLS, NC 27948

**WATERFRONT OPERATIONS**  
911 HARBOR ROAD  
WANCHESE, NC 27981

(252) 473-2755 • FAX (252) 475-1606  
[www.carolinamarinestructures.com](http://www.carolinamarinestructures.com)

LICENSED • INSURED • BONDED



**Bob Oakes**  
Mayor

**Wayne Gray**  
Mayor Pro Tem

**Cliff Ogburn**  
Town Manager

### Town of Nags Head

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**Doug Remaley**  
Commissioner

**Anna D. Sadler**  
Commissioner

**M. Renée Cahoon**  
Commissioner

### 3<sup>rd</sup> Revised Summary (Total) Bid Sheet (Must be accompanied by all four Unit Price Bid Sheets)

Date Prepared: 22 July, 2011

Date Addenda Received: No. 1 6 28, 2011

No. 2 7 14, 2011 No. 3 7 15, 2011

Total Cost for all 4 Outfalls Listed: \$ 1,372,162.00

(in words - One million Three Hundred Seventy-Two Thousand  
One Hundred Sixty-Two dollars and zero cents)

Contractor: CAROLINA MARINE STRUCTURES, INC.

By (signature): [Signature]

Printed Name: Christopher D. Coleman

Position with Company: Owner/President

Address: (PHYSICAL) 911 HARBOR RD. WANCHESSE NC 27981  
(MAIL) P.O. Box 3069 Kill Devil Hills NC 27948

Phone Number: 252 473 2755

NC Contractor's License # 62770, PU, Unlimited

Structure Items

PARK SERVICE ROAD OCEAN OUTFALL (revised 7/15/11)

County: DARE

Line #	Description	Quantity	Unit Cost	Amount
1	CLASS AA CONCRETE	5.10 CY	2000.00	10,200.00
2	EPOXY COATED REINFORCING STEEL	271.00 LBS	3.00	813.00
3	20" SQ. PRESTRESSED CONC PILES	510.00 LF	110.00	56,100.00
4	GROUT	1.97 CY	4,700.00	9,259.00
5	30" DIA HDPE PIPE (13' LENGTHS)	208.00 LF	227.00	47,216.00
6	STAINLESS STEEL ANCHOR RODS	64.00 EA	400.00	25,600.00
7	JOINT COUPLERS	1.00 EA	5000.00	5,000.00
8	PRECAST COLLARS	16.00 EA	8000.00	128,000.00

Total Structure Items Total	\$ 282,188.00
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Structure Items

CONCH STREET OCEAN OUTFALL

County: DARE

Line #	Description	Quantity	Unit Cost	Amount
1	CLASS AA CONCRETE (CAST IN PLACE COLLAR)	9.30 CY	2000.00	18,600.00
2	EPOXY COATED REINFORCING STEEL (CAST IN PLACE COLLAR)	404.00 LBS	3.00	1212.00
3	20" SQ. PRESTRESSED CONC PILES	1020.00 LF	110.00	112,200.00
4	GROUT	3.96 CY	4,700.00	18,612.00
5	30" DIA HDPE PIPE (13' LENGTHS)	402.00 LF	227.00	91,254.00
6	STAINLESS STEEL ANCHOR RODS	96.00 EA	400.00	38,400.00
7	JOINT COUPLERS	2.00 EA	5,000.00	10,000.00
8	PRECAST COLLARS	16.00 EA	8,000.00	128,000.00

Total Structure Items Total	\$ 418,278.00
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Structure Items

SOUNDSIDE ROAD OCEAN OUTFALL

County: DARE

Line #	Description	Quantity	Unit Cost	Amount
1	CLASS AA CONCRETE (CAST IN PLACE COLLAR)	9.30 CY	2,000.00	18,600.00
2	EPOXY COATED REINFORCING STEEL (CAST IN PLACE COLLAR)	404.00 LBS	3.00	1,212.00
3	20" SQ. PRESTRESSED CONC PILES	540.00 LF	110.00	59,400.00
4	GROUT	1.98 CY	4,700.00	9,306.00
5	30" DIA HDPE PIPE (13' LENGTHS)	210.00 LF	227.00	47,670.00
6	STAINLESS STEEL ANCHOR RODS	48.00 EA	400.00	19,200.00
7	JOINT COUPLERS	2.00 EA	5,000.00	10,000.00
8	PRECAST COLLARS	8.00 EA	8,000.00	64,000.00

Total Structure Items Total	\$ 229,388.00
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Structure Items

CURLEW STREET OCEAN OUTFALL

County: DARE

Line #	Description	Quantity	Unit Cost	Amount
1	CLASS AA CONCRETE (CAST IN PLACE COLLAR)	9.30 CY	2000.00	18,600.00
2	EPOXY COATED REINFORCING STEEL (CAST IN PLACE COLLAR)	404.00 LBS	3.00	1212.00
3	20" SQ. PRESTRESSED CONC PILES	1080.00 LF	110.00	118,800.00
4	GROUT	4.20 CY	4700.00	19,740.00
5	30" DIA HDPE PIPE (13' LENGTHS)	428.00 LF	227.00	97,156.00
6	STAINLESS STEEL ANCHOR RODS	102.00 EA	400.00	40,800.00
7	JOINT COUPLERS	2.00 EA	5000.00	10,000.00
8	PRECAST COLLARS	17.00 EA	8,000.00	136,000.00

Total Structure Items Total

\$442,308.00

Licenses Year

2011

Licenses No.

62770

# North Carolina

## Licensing Board for General Contractors

This is to Certify That:

Carolina Marine Structures, Inc.  
Kill Devil Hills, NC

is duly registered and entitled to practice

### General Contracting

Limitation: Unlimited  
Classification: Public Utilities

until

December 31, 2011

when this Certificate expires.

Witness our hands and seal of the Board

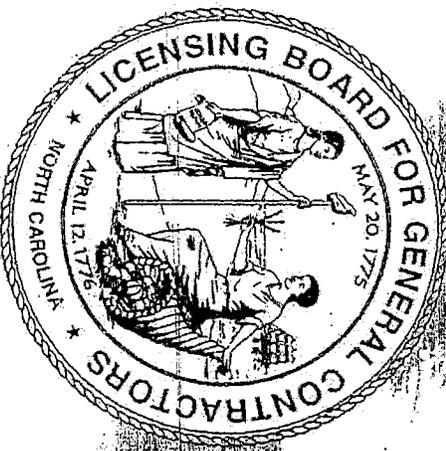
Patricia K. Ketchum, N.C.

Margie E. Zolner

Chairman  
Secretary

Chairman

Secretary-Treasurer



AIA Document A310  
**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, that we Carolina Marine Structures, Inc., as Principal, hereinafter called the Principal, Pennsylvania National Mutual Casualty Insurance Company, a corporation duly organized under the laws of the State of Pennsylvania, as Surety, hereinafter called the Surety, are held and firmly bound unto

Town of Nags Head, P.O. Box 99, Nags Head, NC 27959

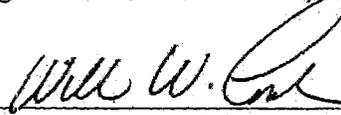
as Obligee, hereinafter called the Obligee, in the sum of FIVE PERCENT OF THE AMOUNT BID-----  
-----Dollars (----5%----),

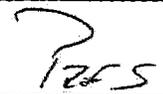
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

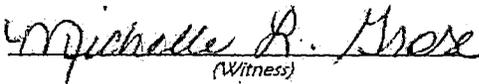
WHEREAS, the Principal has submitted a bid for: Removal and replacement of 4 beach storm water outfalls.

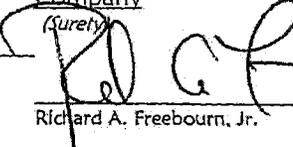
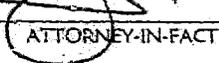
NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by the said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 8th day of July, 2011.

  
*(Witness)*

Carolina Marine Structures, Inc.  
*(Principal)*    
*(Title)*

  
*(Witness)*

Pennsylvania National Mutual Casualty Insurance Company  
*(Surety)*    
*(Seal)*   
Richard A. Freebourn, Jr. ATTORNEY-IN-FACT

PENNSYLVANIA NATIONAL MUTUAL CASUALTY INSURANCE COMPANY  
Harrisburg, Pennsylvania

4008

POWER OF ATTORNEY

Know All Men By these Presents, That PENNSYLVANIA NATIONAL MUTUAL CASUALTY INSURANCE COMPANY, a corporation of the Commonwealth of Pennsylvania, does hereby make, constitute and appoint RICHARD A. FREEBOURN JR., LORI P. CARMINES, AND DANIEL BRANNOCK, ALL OF NORFOLK, VIRGINIA (EACH) its true and lawful Attorney(s)-in-Fact to make, execute, seal and deliver for and on its behalf, as surety, as its act and deed:

ANY AND ALL BONDS AND UNDERTAKINGS PROVIDED THE AMOUNT OF NO ONE BOND OR UNDERTAKING EXCEEDS THE SUM OF FIVE MILLION DOLLARS ----- (\$5,000,000.00) ALL POWER AND AUTHORITY HEREBY CONFERRED SHALL HEREBY EXPIRE AND TERMINATE WITHOUT NOTICE AT MIDNIGHT ON JUNE 30, 2020, AS RESPECTS EXECUTION SUBSEQUENT THERETO.

And the execution of such bonds in pursuance of these presents shall be as binding upon said Company as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Harrisburg, Pennsylvania, in their own proper persons.

This appointment is made by and under the authorization of a resolution adopted by the Board of Directors of the Company on October 24, 1973 at Harrisburg, Pennsylvania which is shown below and is now in full force and effect.

RESOLVED, that (1) the President, any Vice President, the Secretary, or any Department Secretary shall have power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Company, and affix the Company's seal thereto, bonds, undertakings, recognizance's, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any of such Officers of the Company may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-Fact with authority to execute waivers and consents on behalf of the Company; and (3) the signature of any such Officer or of any Assistant Secretary or Department Assistant Secretary and the Company seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seal when so used whether heretofore or hereafter, being hereby adopted by the Company as the original signature of such Officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

In Witness Whereof: PENNSYLVANIA NATIONAL MUTUAL CASUALTY INSURANCE COMPANY has caused these presents to be signed and its corporate seal to be hereto affixed on June 23, 2010.



PENNSYLVANIA NATIONAL MUTUAL CASUALTY INSURANCE COMPANY

*Michael F. Greer*

Michael F. Greer, Vice President, Surety & Fidelity

Commonwealth of Pennsylvania, County of Dauphin - ss:

On June 23, 2010, before me appeared Michael F. Greer to me personally known, who being by me duly sworn, did say that he resides in the Commonwealth of Pennsylvania, that he is the Vice President, Surety & Fidelity of PENNSYLVANIA NATIONAL MUTUAL CASUALTY INSURANCE COMPANY, that he is the individual described in and who executed the preceding instrument, and that the seal affixed to said instrument is the corporate seal of said Company, and that said instrument was signed and sealed on behalf of said Company by authority and direction of said Company, and the said office acknowledged said instrument to be the free act and deed of said Company.



COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Cristy M. Daly, Notary Public  
City Of Harrisburg, Dauphin County  
My Commission Expires Dec. 6, 2011

Member, Pennsylvania Association of Notaries

*Cristy M. Daly*  
Notary Public

I, Michael F. Greer, Vice President, Surety & Fidelity of the PENNSYLVANIA NATIONAL MUTUAL CASUALTY INSURANCE COMPANY, a corporation of the Commonwealth of Pennsylvania, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by the said Company, which is still in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the corporate seal of said Company on July 8, 2011

*Michael F. Greer*  
Vice President, Surety & Fidelity





**Robert O. Oakes, Jr.**  
Mayor

**Wayne Gray**  
Mayor Pro Tem

**Cliff Ogburn**  
Town Manager

**Town of Nags Head**

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**Doug Remaley**  
Commissioner

**Anna D. Sadler**  
Commissioner

**M. Renée Cahoon**  
Commissioner

**Town of Nags Head Public Works Department**

**TOWN OCEAN OUTFALL EXTENSIONS**

**Addendum Number 1  
June 28, 2011**

Contractors submitting bids on this project shall include the Park Service Road outfall using the fourth itemized bid form included in the Request for Bids, dated June 20, 2011. Also include the cost for this outfall on the Summary (Total) Bid Sheet accompanying this Addendum. The Park Service Road outfall is a single 30-inch diameter pipe supported by wooden cribbing on wooden piles. It will be replaced with a single 30-inch HDPE pipe, supported by pre-cast concrete caps on prestressed concrete piles. This outfall is located at Ramp No. 1 off S. Old Oregon Inlet Road (NC 1243) in the Cape Hatteras National Seashore, south of MP 21. Details of this outfall are as follows:

<u>Location</u>	<u>Refurbished Length, Ft.</u>	<u>Extension Length, ft.</u>	<u>Total Length, ft.</u>
Park Service Road	160	30	190

Plan sheets 1, 3, 4 and 5 of 7, of the plans titled, "Ocean Outfalls, Town of Nags Head," as prepared by the State of North Carolina Department of Transportation, dated 31 May 2011, contain the details of the Park Service Road outfall extension.

The outfalls will be extended in the following order:

- Conch Street
- Soundside Road
- Curlew Street
- Park Service Road

All materials removed from the existing outfalls as part of the refurbishment will be disposed of at the contractor's expense.



**Robert O. Oakes, Jr.**  
Mayor

**Wayne Gray**  
Mayor Pro Tem

**Cliff Ogburn**  
Town Manager

## **Town of Nags Head**

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**Doug Remaley**  
Commissioner

**Anna D. Sadler**  
Commissioner

**M. Renée Cahoon**  
Commissioner

### **Town of Nags Head Public Works Department**

#### **TOWN OCEAN OUTFALL EXTENSIONS**

##### **Addendum Number 2 July 14, 2011**

The following sections of the "Request For Bids, Town of Nags Head Public Works Department, TOWN OCEAN OUTFALL EXTENSIONS", dated June 20, 2011, page 2, are amended as follows:

#### **Schedule for Award and Project Completion**

Issue Request for Bids	June 23, 2011
<b>Mandatory Pre-bid Conference</b>	June 30, 2011
Firms submit bids	July 22, 2011
Contract awarded by Board of Commissioners	August 3, 2011
Curlew St. Outfall extension construction begins	September 11, 2011
Conch St. Outfall available for construction	September 17, 2011
Soundside Road Outfall available for construction	September 22, 2011
Park Service Road Outfall available for construction	as soon as Soundside Rd. Outfall is completed

#### **I. GENERAL**

- B. Sealed bid packages will be received at the address specified until 1:00 p.m. on July 22, 2011.



**Robert O. Oakes, Jr.**  
Mayor

**Wayne Gray**  
Mayor Pro Tem

**Cliff Ogburn**  
Town Manager

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**M. Renée Cahoon**  
Commissioner

**Town of Nags Head Public Works Department**

**TOWN OCEAN OUTFALL EXTENSIONS**

**Addendum Number 3**  
**July 15, 2011**

The following section of the "Request For Bids, Town of Nags Head Public Works Department, TOWN OCEAN OUTFALL EXTENSIONS", dated June 20, 2011, page 4, is amended as follows:

**II BACKGROUND**

<u>Location</u>	<u>Refurbished Length, ft</u>	<u>Extension Length, ft</u>	<u>Total Length, ft</u>
Park Service Road	160	48	208

This outfall was added by Addendum #1, dated June 28, 2011. The original lengths were 160/30/190. Based on comments from NC-DCM and the recommendation of the Town's Beach Nourishment consulting engineer, another eighteen feet (18') is being added to the extension length.

The scheduled bid date listed in Addendum #2, dated July 14, 2011 is not changed by this addendum.

Attachments: Park Service Road Ocean Outfall bid sheet (revised 7/15/11)  
3<sup>rd</sup> Revised Summary (Total) Bid Sheet



# CERTIFICATE OF LIABILITY INSURANCE

OP ID: G5

DATE (MM/DD/YYYY)

08/31/11

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

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

<b>PRODUCER</b> Brown & Brown Insurance 500 East Main St., Suite 600 Norfolk, VA 23510 Daniel L. Brannock	757-625-0938 757-624-1361	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: <b>VIRG110</b>	FAX (A/C, No):																				
	<b>INSURED</b> Carolina Marine Structures P. O. Box 3069 Kill Devil Hills, NC 27948		<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A :</td> <td>Great American Insurance Co.</td> <td></td> </tr> <tr> <td>INSURER B :</td> <td>Selective Ins. Co. of America</td> <td>12572</td> </tr> <tr> <td>INSURER C :</td> <td>Zurich-American Ins. Co</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td>Diamond State Insurance Co.</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A :	Great American Insurance Co.		INSURER B :	Selective Ins. Co. of America	12572	INSURER C :	Zurich-American Ins. Co		INSURER D :	Diamond State Insurance Co.		INSURER E :			INSURER F :	
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INSURER E :																							
INSURER F :																							

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

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSTRUMENT	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY						EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			OMH583268908	04/12/11	04/12/12	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000
	<input checked="" type="checkbox"/> Ltd. Pollution Liab			OMH583268908	04/12/11	04/12/12	PERSONAL & ADV INJURY \$ 1,000,000
	1,000,000						GENERAL AGGREGATE \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$ 1,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						\$
B	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO			S1624481	04/12/11	04/12/12	BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident) \$
<input checked="" type="checkbox"/> HIRED AUTOS						\$	
<input checked="" type="checkbox"/> NON-OWNED AUTOS						\$	
D	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR						EACH OCCURRENCE \$ 2,000,000
	EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE			MBS0000165	08/02/11	04/12/12	AGGREGATE \$ 2,000,000
	DEDUCTIBLE						\$
	<input checked="" type="checkbox"/> RETENTION \$ 25,000						\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A	WC9597339-01	08/05/11	08/05/12	E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
	Contractors Equip			OMH583268908	04/12/11	04/12/12	Equip 306,000
Protection & Indem			OMH583268908	04/12/11	04/12/12	Pers Prop 50,000	

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

**CERTIFICATE HOLDER**

TOWNNAG

Town of Nags Head  
 P.O. Box 99  
 Nags Head, NC 27959

**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE

*Michelle R. Grose*

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DAVE CLARK  
 TOWN OF NAGS HEAD PUBLIC WORKS  
 2200 LARK AVE  
 NAGS HEAD, NC 27959

12-00664

ORDER DATE: 09/09/11  
 REQUISITION NO: R1200220  
 DELIVERY DATE:  
 STATE CONTRACT:  
 F.O.B. TERMS: Destination

VENDOR #: CAROL190

CAROLINA MARINE STRUCTURES  
 PO BOC 3069  
 KILL DEVIL HILLS, 27949

Phone: (252)473-2755 Fax: (252)475-1606

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	ocean outfall work AS PER BID AND CONTRACT	C-42-385-0-5780-00 CAPITAL OTHER	1,372,162.0000	1,372,162.00
			TOTAL	1,372,162.00

Please contact the Town of Nags Head if the prices indicated are not correct. The Town of Nags Head will not be responsible for incorrect pricing after the Purchase Order is received by vendor for processing.