

THIS IS A PROPOSAL FOR A CONTRACT TO DREDGE YOUR BOAT SLIP. THIS PROPOSAL MAY BE WITHDRAWN OR MODIFIED AT ANY TIME PRIOR TO THE MUTUAL ACCEPTANCE THEREOF BY YOU AND THE CONTRACTOR. THIS PROPOSAL MAY BE WITHDRAWN BY CONTRACTOR AND NULL AND VOID IF NOT ACCEPTED BY BOTH PARTIES BY THE DATE INDICATED BELOW. TIME IS OF THE ESSENCE. YOU MUST ACT PROMPTLY IF YOU WISH TO HAVE YOUR BOAT SLIP DREDGED.

AGREEMENT MUST BE ACCEPTED BY: \_\_\_\_\_

**Property Owner(s):** \_\_\_\_\_  
\_\_\_\_\_

**Property Street Address:** \_\_\_\_\_

**Boat Slip:** See attached plan view indicating slip location and area to be dredged

**Boat Slip Dredging Period:** Between \_\_\_\_\_ and \_\_\_\_\_

**Price:** \$ \_\_\_\_\_

**Tax:** \$ \_\_\_\_\_

**Total Price:** \$ \_\_\_\_\_

#### DREDGING AND TEMPORARY ACCESS AGREEMENT

Sevenson Environmental Services, Inc. a New York corporation with office located at 2749 Lockport Road, Niagara Falls, N.Y. 14305 (the "Contractor") has a contract with the Borough of Stone Harbor to dredge the basins within the Borough of Stone Harbor ("Borough Contract").

Property Owner is the owner of the Property at the above street address and the Boat Slip.

The Borough has obtained necessary federal and state permits ("Permits") authorizing the aforesaid dredging and also the dredging of private boat slips within the Borough of Stone Harbor. The dredging of private boat slips is not part of the dredging to be done and paid for under the Borough Contract. The dredging of private boat slips will only be performed pursuant to a contract between the slip owner and the Contractor and at the sole cost and expense of the slip owner.

Property Owner desires to have the Boat Slip dredged by the Contractor subject to the terms and provisions of this Agreement and the Permits.

**1. Acknowledgment by Property Owner:** Property Owner is the sole owner(s) of the Property and Boat Slip. Property Owner understands that The Borough of Stone Harbor has received federal and state Permits to perform certain back bay dredging as defined in the Permits (the "Project") and that the Permits allow for individual property owners to contract with the dredge contractor, at their sole expense, to have their individual private boat slips dredged subject to the terms and conditions of the Permits. Property Owner further understands that the Project is of brief duration and that all property owners wishing to contract for such dredging must act promptly under the Borough Contract to execute a dredging and temporary access agreement with the Contractor. Property Owner desires to participate in the Project and have the Boat Slip dredged by Contractor. When signed by both parties, this document shall constitute such dredging and temporary access agreement.

**2. Boat Slip Dredging:** Property Owner hereby engages Contractor to dredge the Boat Slip to a depth of not less than 6 feet, and no more than 7, below Mean Lower Low Water (MLLW) and in accordance with the Permits and the Borough Contract. Contractor shall commence and complete dredging the Boat Slip within the times provided for in the Permits and the Borough Contract and during the Boat Slip Dredging Period indicated above. The Contractor shall remove all sediment from the Boat Slip and dispose of the sediment in the manner described in the Permits and Borough Contract.

**3. Dredging Cost:** The Property Owner shall pay to the Contractor for all dredging expenses, including removal of sediment the Price indicated above. PAYMENT IN FULL IS DUE UPON SIGNING THIS AGREEMENT. PAYMENT MAY BE MADE BY BANK CHECK, PERSONAL CHECK OR MONEY ORDER PAYABLE TO SEVENSON ENVIRONMENTAL SERVICES, INC.

4. **Insurance:** The Contractor shall maintain such insurance as required under the Borough Contract. A copy of Contractor's certificate of general liability insurance is available upon request.

5. **Temporary Access:** From the date of this Agreement, through and including March 31,2016, Property Owner hereby grants to Contractor, the Borough Of Stone Harbor; the engineering firm COWI North America Inc. and their respective agents, employees, representatives, designees and assigns ("Grantees") a temporary non-exclusive access easement over, on, under, upon, and across the Property including access to the Boat Slip, at all times to dredge and perform all acts necessary to ensure fulfillment of all requirements of dredging the Boat Slip in compliance with the Permits and the Borough Contract and in accordance with the plans and specifications prepared by COWI North America Inc., all of which Grantees shall be authorized to perform in their sole discretion.

6. **Additional Costs:** Property Owner may be required to reimburse the Borough of Stone Harbor for the Borough's costs of pre-dredge and post-dredge engineering and survey services, if required.. In addition, if it is necessary to remove and reinstall the dock(s), the Property Owner assumes full responsibility for the removal and reinstallation of such dock(s), including all costs of any nature associated therewith, and to do so strictly in accordance with the terms and conditions of any applicable permit or license.

7. **Property Owner's Right to Cancel:** PROPERTY OWNER MAY ELECT TO CANCEL THIS CONTRACT BY NOTIFYING CONTRACTOR AT ANY TIME PRIOR TO 48 HOURS BEFORE CONTRACTOR IS SCHEDULED TO DREDGE PROPERTY OWNER'S BOAT SLIP. TO BE EFFECTIVE NOTICE OF CANCELLATION MUST BE IN WRITING AND DELIVERED TO CONTRACTOR'S PROJECT FIELD OFFICE. IF CANCELLATION IS TIMELY RECEIVED, CONTRACTOR WILL FULLY REFUND PAYMENT MADE WITHIN 30 DAYS.

8. **Notices:** Any notices to the Contractor or Property Owner pursuant to this Agreement shall be in writing, and shall be hand delivered or sent by first class, or by overnight courier service, addressed to Property Owner at the address below or to the Contractor at Contractor's project field office located at the address below.

9. **Severability:** The illegality or unenforceability of any provision of this Agreement shall not in any way affect or impair the legality or enforceability of the remaining provisions of this Agreement or any instrument or agreement required hereunder.

10. **Entire Agreement:** This Agreement constitutes the final, complete, and exclusive expression of the agreement between Property Owner and Contractor and supersedes any and all prior oral or written agreements. No modification, rescission, waiver, release, or amendment of any provision of this Agreement shall be made, except by a written agreement signed by both parties.

**AGREED: CONTRACTOR**

**SEVENSON ENVIRONMENTAL SERVICES, INC.**

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Contact information for Contractor:**

**PHONE:** 716-998-2086  
**Email:** stoneharbor@sevenson.com

**Field Office:** Sevenson Environmental Services, Inc.  
8001 3<sup>rd</sup> Avenue  
Stone Harbor, NJ 08247

**AGREED: PROPERTY OWNER(S)**

Signature \_\_\_\_\_

Print Name: \_\_\_\_\_

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

Signature \_\_\_\_\_

Print name: \_\_\_\_\_

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

**Contact information for Property Owner:**

**Address:** \_\_\_\_\_

**PHONE:** \_\_\_\_\_

**Cell:** \_\_\_\_\_

**Email:** \_\_\_\_\_

**ATTACHMENT:** Plan View of Boat Slip