

REQUEST FOR PROPOSAL

To replace and renovate the

**Milltown Road Public Water Access
Boat Ramp and Pier Replacement and Renovation**

April 5, 2019

Camden County

Parks & Recreation Department

1147 North NC 343, Camden, NC 27921

Request for Proposals

For

Camden County Parks & Recreation Department

April 5, 2019

Advertisement and Notice of Invitation

Request for Proposal Available:

Request for Proposal, including response submittal requirements for:

Milltown Road Public Water Access: Boat Ramp and Pier Replacement and Renovation

The County of Camden, North Carolina is seeking proposals from qualified contractors to complete the replacement and renovation of the Milltown Road Boat Ramp and Pier located at 230 Milltown Road, Shiloh, Camden County, North Carolina.

The boat ramp and pier provides public water access via concrete boat ramp and elevated wood pier. The existing boat ramp and pier have been determined to have exceed the serviceable life span of the improvements. Removal of existing boat ramp improvements and newly constructed concrete boat access ramp shall be constructed. Existing wood walkway, pier, and associated bulkhead shall be repaired. Proposed jetty associated with the pier renovation to extend to end of pier.

The purpose of this Request for Proposals is to select an appropriate contractor to remove the existing boat ramps; construct the new boat ramp, jetty, and renovate the existing walkway and pier. The work will need to commence in May 2019 and be completed within 60-90 days of project start date.

Request for proposals will be issued on March 29, 2019. Responses to the Request for Proposals are due by 5pm local time on April 19, 2019. All questions will be submitted in writing to Michael D. O'Steen, P.E. at the email listed below by 5pm local time on April 15, 2019.

Michael D. O'Steen, P.E.

mikeosteenpe@gmail.com

Response Information:

Proposals are due by **5 pm** local time.....April 19, 2019

Three (3) printed hard copies and one (1) electronic (PDF) copy shall be delivered to:

Camden County Parks & Recreation Department
C/O Mr. Timothy White, Parks & Recreation Director
117 North NC 343
PO Box 74
Camden, NC 27921

RFP Questions deadline 5pm local time.....April 12, 2019

Project Start/Availability..... May 15, 2019

Invitation for:

Request for Proposals

Milltown Road Public Water Access: Boat Ramp and Pier Replacement and Renovation

Description

The County of Camden, North Carolina is seeking proposals from qualified contractors to complete the replacement and renovation of the Milltown Road Boat Ramp and Pier located at 230 Milltown Road, Shiloh, Camden County, North Carolina.

Background

The boat ramp and pier provides public water access via concrete boat ramp and elevated wood pier. The existing boat ramp and pier have been determined to have exceed the serviceable life span of the improvements. Removal of existing boat ramp improvements and newly constructed concrete boat access ramp shall be constructed. Existing wood walkway, pier, and associated bulkhead shall be repaired. Proposed jetty associated with the pier renovation to extend to end of pier.

Attachments

1. Plan sheet S1 of 4: Existing Site Overview indicates approximate layout and locations of existing improvements.
2. Plan sheet S2 of 4: Existing Elevation Cross Section provides approximate relative vertical locations of existing improvements.
3. Plan sheet S3 of 4: Proposed Site Overview indicates approximate layout of proposed improvements.
4. Plan sheet S4 of 4: Proposed Cross Sections and Details shows construction details for proposed improvements as well as proposed cross section for said improvements.
5. Conveyance Plat for Richard C. King is a survey of the subject property.

Work Description

1. The intent of this project is to remove the existing boat ramps and replace with a new concrete ramp. Renovation of existing wood walkways and pier.
2. The ramp and pier is the primary access for local citizens and thus duration of construction shall be minimized.

Notice

1. THE COUNTY EXPRESSLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES ASSOCIATED WITH THIS PROJECT AND ANY CONTRACT TO PERFORM WORK ON THIS PROJECT AND IN PARTICULAR ANY SUCH WARRANTIES RELATED TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR THAT THE DESIGN SPECIFICATIONS AND PLANS PROVIDED FOR THE PROJECT ARE SUITABLE AND ADEQUATE TO PRODUCE THE INTENDED PRODUCT. BY SUBMITTING A RESPONSE TO THE RFP ON THIS PROJECT AND ENTERING INTO A CONTRACT TO PERFORM WORK ON THIS PROJECT, CONTRACTOR EXPRESSLY WARRANTS THAT IT HAS CONSIDERED THE DESIGN SPECIFICATIONS AND PLANS FOR THE PROJECT, THAT THE CONTRACTOR CAN PERFORM WORK ON THE PROJECT, THAT THE CONTRACTOR CAN PERFORM THE PROJECT PURSUANT TO THE DESIGN SPECIFICATIONS AND PLANS IN A MANNER CONSISTENT WITH THE REQUIREMENTS OF THE CONTRACT DOCUMENTS, THAT THE DESIGN SPECIFICATIONS AND PLANS ARE SUITABLE AND ADEQUATE, AND THAT THE COUNTY SHALL HAVE NO LIABILITY TO THE CONTRACTOR FOR ANY ALLEGED OR ACTUAL DEFECTS IN THE DESIGN SPECIFICATIONS OR PROJECT PLANS.

Instructions

1. Withdrawal, Modification, or Alteration of Proposal
 - A. A proposal may be withdrawn on written or telegraphic request of the Respondent prior to the scheduled closing time for filling Proposals. No Respondent may withdraw a Proposal after the scheduled closing time for filling Proposals. The provisions of this Section shall apply to Proposals where the Respondent has been negligent in preparing the Respondent's Proposal.
2. Late Proposals
 - B. Proposals received after the scheduled closing time for filing proposals as set forth in this document will be rejected and discarded, unless such closing time is extended by the County.
3. Examination of RFP documents and Site of Work
 - A. Respondents shall determine for themselves all the conditions and circumstances affecting the project or the cost of the proposed work by personal examination of the site and RFP documents and by such other means as they may choose. It is understood and agreed that information regarding underground or other conditions or obstructions indicated in the RFP documents has been obtained by the Owner from data on hand. There is no expressed or implied agreement or guaranty that such conditions are fully or correctly shown, and the Respondent must take into consideration in such Respondent's Proposal the possibility that conditions affecting the cost or quality of work may differ from those indicated.
4. Interpretation of RFP Documents
 - A. If it should appear to a Respondent that the work to be done, or matters relative thereto, is not sufficiently described or explained in the RFP Documents, or that RFP Documents are not definite and clear, the respondent may make written inquiry regarding same to the Engineer and Owner at least 5 days before the scheduled closing time for filing Proposals. Requests to clarify the source of materials, equipment suppliers, or any other such matter which does not modify, change, increase, or decrease the scope of the work require no action by the Owner other than a response to the Respondent requesting the clarification. Clarifications which modify, change, increase, or decrease the scope of work, require issuance of an Addendum by the Owner for the interpretation to become effective. Such addenda will be mailed to all known potential Respondents. Such addendum shall have the same binding effect as though contained in the main body of the RFP Documents. Oral instructions or information concerning the RFP Documents or the project given out by officers, employees, or agents of the Owner to prospective Respondents shall not bind the Owner.
5. Addenda to RFP Documents
 - A. Any addenda issued by the Owner, which may include changes, corrections, additions, interpretations, or information, and issued 48 hours or more before the scheduled closing time for filing the Proposals, Saturday, Sunday and legal holidays no included, shall be binding upon the Respondent. Owner shall supply copies of such addenda to all Respondents who have obtained copies of RFP Documents for the purposes of responding thereon. Failure of the Respondent to receive or obtain such addenda shall not exclude from compliance therewith, if such Respondent is awarded the Contract.

6. Familiarity with Laws and Ordinances

- A. The Respondent is presumed to be familiar with Federal, State, and local laws, ordinances, regulation, orders and decrees, which in any manner affect those engaged or employed in the work or the materials or the equipment used in the proposed construction, or which may in any way affect the conduct of the work, or the health and safety of the public and no plea of misunderstanding will be considered due to ignorance thereof. If the Respondent or Contractor shall discover any provision in the RFP Documents which is contrary to, or inconsistent with, any law, ordinance, or regulation, it shall be immediately reported to the Owner in writing.
- B. The Respondent, Contractor, subcontractor, suppliers of materials or services, and others engaged by the Contractor, shall comply at all times with and observe all such laws, ordinances, regulations, orders, and decrees; and shall hold harmless and indemnify the County of Camden and its representatives against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order or decree. In compliance with NCAC the Contractor is made aware that the following Federal, State, and local agencies have enacted ordinances or regulations relating to the prevention of environmental pollution or the preservation of natural resources which may affect performance of County of Camden contracts:

FEDERAL/STATE AGENCIES

North Carolina Department of Environmental Quality

Division of Coastal Management

Division of Marine Fisheries

Division of Water Resources

Division of Land Quality

Division of Air Quality

Division of Waste Management

North Carolina Department of Health and Human Services

North Carolina Department of Transportation

North Carolina Department of Wildlife Resources Commission

Albemarle Regional Health Services

United States Army Corp of Engineers

NOAA-National Marine Fisheries Services

7. Proposal Prices to Cover the Entire Work

- A. The Respondent shall complete the Unit Price Sheet that is part of this Proposal. Unit prices shall include dollar amounts necessary to complete all work related to the replacement and renovation of the boat ramp and pier.

8. Rejection of Proposals

- A. The Owner reserves the right to reject any or all Proposals in whole or in part or waive irregularities not affecting substantial rights.
- B. The County reserves the right to reject any or all Proposals or to reduce the scope of work to fit within the County's budget.
- C. Per the proposal and GS, the Owner may reject a Proposal if the County finds any one of the following: (i) respondent does not have sufficient financial ability to perform the contract; (ii) respondent does not have equipment available to perform the Contract; (iii) respondent does not have key personnel available of sufficient experience to perform the

contract; (iv) or respondent has repeatedly breached contractual obligations to public and private contracting agencies; (v) or respondent is not a responsible party.

- D. The Owner may make such investigation as is necessary to determine whether a Respondent is a responsible party. If a respondent fails to supply prompt information as requested by Owner pursuant to such investigation, such failure is grounds for disqualification.
- E. The Owner may reject any Proposal not in compliance with all prescribed responding procedures and requirements, and may reject for good cause any or all proposals on a finding of Owner that is in the public interest to do so.

Proposal Format

1. The proposal shall be prepared in accordance with the format listed below; noting that the total response submitted should not exceed 50 pages, exclusive of appendices. Legibility, clarity, and completeness are essential. Please be comprehensive, but brief.
2. Title Page: Show the RFP subject, the name of the proposer's firm, local address, telephone number, name of contact person, and date.
3. Profile of Firm: Provide a brief overview of your firm, including size of organization, description of organizational structure, and organizations experience in serving governmental organizations.
4. Approach
 - a) Briefly state your understanding of the work to be performed
 - b) Indicate the scope of the proposed approach and techniques to be used to successfully accomplish the requested services.
 - c) Provide detailed specifications regarding materials, products and controls proposed to be utilized during the performance of the contract.
5. Project Schedule: Respondent shall provide a detailed sequence schedule of the work.
6. References: Please provide a minimum of three (3) organizations that may be contacted for reference, including name, title, and contact information for each. Also note types of services provided to each organization listed. This section may be included as an Appendix.

Basis for Selection

An evaluation team will identify the most financially advantageous responsible proposer based on the evaluation criteria listed below. The evaluation team will select a proposer whose proposal is deemed most meritorious. Negotiations will be conducted with the offeror ranked first. If a satisfactory contract can be negotiated at a price considered fair and reasonable, the award will be made to that offer.

1. Reasonableness of costs.
2. Qualifications of Respondent
3. Approach as detailed in proposal
4. Experience working with government agencies

Basis of Award

Proposals for the construction will be evaluated by Camden County based on compliance with technical specifications, and drawings, the reasonableness of costs, Contractor's qualifications, and experience. Camden County's evaluation of proposals will weigh each of the aforementioned criteria. Once Contractor will be selected as the lowest price qualified proposer for all items under Proposal Items based on Camden County's evaluation.

Award and Execution of Contract

1. Award of Contract
 - A. The award of the Contract, if it be awarded, will be made by Owner to the lowest responsible Respondent submitting the lowest acceptable and responsible Proposal. In determining the lowest acceptable and responsible Proposal, Owner may take into account, among other factors, the prices, discounts if any, time of completion and delivery proposed, outstanding warranty issues, past performance by the Respondent, any variation in maintenance and guarantee periods specifically proposed by the Respondent, any variation in maintenance and guarantee periods specifically proposed by the Respondent in excess of any minimum specified, the realistic balance of prices in the Proposals for various parts or units of work, the experience and ability of Respondent to perform the work, and whether the Respondent is a responsible party.
 - B. Between the time of the opening of the review of the Proposal and the award of the Contract, the low Respondent may discuss with the Engineer and County any problems pertinent to the Contract and point out anything which is not clear to him or which can be considered as conflicting requirements of one document or another. At this meeting every effort shall be made to reach a complete understanding of the requirements of the Contractual Documents between Engineer, the County, and the Contractor. The award will be made by the County Manager or Parks and Recreation Department Director.
 - C. Award and tender of the Contract or the rejection of all Proposals shall be made within 45 calendar days after the due date of the Proposals.
2. Execution of Contract
 - A. The lowest responsible Respondent to whom the Contract is awarded, if it be awarded, shall be notified by the County. Within ten (10) days from the date of receipt of notice that the Respondent has been awarded the Contract, Respondent shall deliver to the Owner: (1) the fully executed Contract, including the Contract Form; (2) the required insurance certificates; (3) the Performance Bond and Payment Bond, as specified in Section 5 of this Proposal Form. The Owner will execute the Contract within ten (10) business days of its receipt of the Contract and forward a copy to the Contractor.
3. Failure to Execute Contract
 - A. Failure on part of the Respondent to execute the Contract in accordance with Section 2 will be just cause for cancellation of the award. The Owner may then award the Contract to the next lowest acceptable and responsible Respondent, re-advertise the work, or take such other course the Owner deems expedient.
4. Transfer of Contract and Interest Therein
 - A. Contractor shall not transfer the Contract or any interest therein to any other party or parties without prior written consent of Owner. In case of such attempted transfer without

written permission, Owner may refuse to carry out the Contract either with the transferor or the transferee, but all rights of action for any breach of the Contract by said Contractor are reserved to the Owner. No officer of Owner, or any person employed in its service is or shall be permitted any share or part of the Contract or is or shall be entitled to any benefit which may arise therefrom. Contractor shall not assign any of the monies payable under the Contract or claims thereto without prior written approval of Owner.

- B. Any assignment of money shall be subject to all proper setoffs and withholdings in favor of Owner and to all deductions provided for in the Contract, and particularly all money withheld, whether assigned or not, shall be subject to being used by Owner for completion of the work in the event Contractor should be in default therein.

5. Performance Bond and Payment Bond

- A. At the time of execution of the Contract, Contractor shall furnish both a Performance Bond and Payment Bond, each in the amount equal to 100 percent of the Contract price. The bonds will be in a form and from a company acceptable to County Manager. If the Contract is an estimate or if there are change orders, the bonds will be adjusted to equal 100 percent of the final Contract price. The bonds will guarantee compliance with and fulfillment of all terms and provisions of the Contract including maintenance, repair, and replacement, and all applicable laws, and prompt payment as due, to all persons supplying labor and/or material for prosecution of the work and in accordance with the Contract.

6. Proof of Insurance

- A. Work shall not commence until all insurance required in the Contract has been obtained. A certificate of insurance evidencing all coverage shall be delivered to Owner prior to the start of any work. The form of the certificate and issuing company must be approved by County Manager. Insurance shall be maintained throughout the life of the Contract which will hold Owner harmless and shall indemnify Owner for any and all losses to third persons or to Owner arising out of the operations, including any contingent liability arising therefrom.

7. Notice to Proceed

- A. After the Contract has been executed and the Performance Bond and Payment Bond and all required insurance certificates have been received and approved by the Owner, the Owner will issue a written "Notice to Proceed".