

REQUEST FOR PROPOSALS
REPAIR OF STORM DAMAGED BERM
AND DUNE MAINTENANCE
TOWN OF NORTH TOPSAIL BEACH, NC
RFP NO. NTB-10-003

The Town of North Topsail Beach, North Carolina requests proposals from qualified contractors for pushing of beach sand and reconstruction of berms. This solicitation by the Town will result in the selection of a firm most qualified to perform the above listed work to be done in accordance with State, Local and Federal guidelines and to the satisfaction of the Town.

The CONTRACTOR(S) is responsible to provide full support to the Town and for the development of project worksheets and other relevant documentation to support this project.

GENERAL INFORMATION

PURPOSE: It is the intent of the Town of North Topsail Beach, NC (Town) to secure the services of a professional and qualified firm(s) to perform this work. This firm(s) must demonstrate the capability and understanding of this project to the Town and be able to perform this work in strict adherence to Local, State and Federal environmental standards and not cause any damage to existing berm vegetation or the beach. The Contractor will be expected to have knowledge of the local area, especially the berm area itself. It will be the responsibility of the contractor to secure legal access in which to perform the work. The Town encourages all potential proposers to inspect this work and verify all aspects of the work before submitting a proposal. The Town does not certify any estimates.

The Town also encourages any prospective bidder to read the entire request for proposal (RFP) and understand the required submittals. Items such as Past Performance, References, Equipment List, Financial Capability, Company History, Local Teaming partners, Insurance, Schedule and other items will help the Town determine the Most Qualified Contractor at a reasonable price.

The schedule for this project will be strict; and the contractor may be required to work 7 days per week to the deadline to complete this work by March 31, 2010. This is to ensure the Town that other potential damage or loss of berm sand will not occur during the construction period. Contractor shall work low tides and shall start no sooner than 1.5 hours before peak low tide and shall stop pushing 1.5 hours after peak low tide while pushing sand and find those times in which to work. The contractor must use best judgment and practices in performing this work to minimize other potential weather related problems or related delays.

Actual work areas will be “staked-out” by the Town during the time of construction.
A map of work areas is available for review at NTB Town Hall.

Proposal Due Date: February 26th, 2010

Time: 2:00 p.m. EST

Original and 3 copies of the proposal shall be hand-delivered or by mail to:

**Attn: Ms. Carin Faulkner, Town Clerk
Town of North Topsail Beach, North Carolina
2008 Loggerhead Court, 28460
Phone: 910-328-1349
Fax: 910-328-4508**

Scope of Work

The Town is requesting proposals to reconstruct the damage berm back to pre-storm conditions. The contractor shall push beach sand from mean low tide with Dozer equipment a maximum of 1 foot depth up the berm line. There is a reasonable expectation from the town that the contractor will make all efforts to shape the berm similar to its original condition and make the new berm flow with the existing berms. (Start pushing no sooner than 1.5 hours before peak low tide and no later than 1.5 hours after peak low tide.)

Pushing of Beach sand – One foot maximum depth.

Total approximate lineal footage: 18,357'

- 1) NTB Town limits northward approximately 1.78 miles to North Side of County Beach Access (South End Co. Access #2)
 - i. Estimated Footage - **9,385' l.f.**
- 2) Starting at Beginning of Topsail Road northward to 15th avenue.
 - i. Estimated Footage - **1,981' l.f.**
- 3) Starting at 15th avenue there are 5 ocean front houses on Topsail Road.
 - i. Estimated Footage- **480' l.f.**
- 4) Starting at the South property line of the St. Moritz heading North to the South Property Limits of the Ocean Ridge Development
 - i. Estimated Footage- **733' l.f.**
- 5) Starting at the South property line of the Hampton Colony Pool to 162 Oceanview Lane of Ocean Sound Village
 - i. Estimated Footage- **1,170' l.f.**
- 6) Starting (3) Three Lots South of County Beach Access #4 moving to 448 New River Inlet Road to North Shore Country Club Beach Access
 - i. Estimated Footage- **1,325' l.f.**
- 7) Starting North of Pier to End of Goldsboro Lane
 - i. Estimated Footage- **765' l.f.**
- 8) 1042 New River Inlet Road to 1076 New River Inlet Road

- i. Estimated Footage- **610' l.f.**
- 9) 1172 New River Inlet Road to 1252 New River Inlet Road
 - i. Estimated Footage- **1,078' l.f.**
- 10) County Beach Crossover Access #1 to Building #3 of Topsail Dunes, (Northernmost most building) include pushing the pool area.
 - i. Estimated Footage- **830' l.f.**

These are all estimated quantities and distances; The Town strongly encourages any proposer to field verify and calculate their own estimated volumes. **Approximate Berm size would be 30' wide x 10' high (2:1 Slope)**

Lump Sum Price Proposal for areas as estimated: ___\$_____

Per linear foot rate for additional work if feasible: ___\$_____ per liner foot.

Initiating Contract

The Town upon selecting the contractor(s) will issue a purchase order. The issuance of the purchase order will allow the contractor(s) to begin preparations and allow for an immediate response to begin work. When the purchase order is issued the contractor(s) will also begin coordination with Town personnel to include preparing reports for the Town.

The Contractor(s) shall have a maximum of 2 days from notification by the Town to mobilize and begin their response. Failure to mobilize in the allowed time may result in a penalty.

Performance Schedule

The Contractor(s) shall commence mobilization immediately upon award, meeting 100% production capacity within 2 days of award.

The Contractor shall complete this project by March 31, 2010

\$1,000 per day liquidated damages for failure to complete project within schedule.

PROPOSAL RESPONSE REQUIREMENTS (RFP)

A prospective service provider's response to this RFP should include the following information at a minimum. Please note that the proposal should address the requirements in a clear and concise manner in the order stated herein.

The Town will impose liquidated damages in the amount of \$1,000 per day for work not completed by scheduled deadline.

QUALIFICATIONS PROPOSAL

In a sealed envelope, provide an **ORIGINAL, so identified and three (3) complete copies** of your qualification proposal for services defined herein for the term of the contract.

Experience and Ability

Contractor must demonstrate capability and experience in similar projects. List of Past Projects and work plan for completing this defined scope of work. The proposal should outline the ability to provide expert guidance with the current Federal, State and Local guidelines and regulations as they relate to this type of work. Corporate history shall also be submitted in this section. Include any pertinent information needed to determine the contractor's experience and ability to perform the anticipated work.

Proposal Submissions:

Please mark the written proposal envelope(s) as follows:

NTB Dune Repair and Maintenance Project
Proposal
Bid Due at 2:00 p.m., February 26, 2010
Request for Proposal No. NTB-10-003

Please address the mailing envelope(s) as follows:

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REPAIR OF STORM DAMAGED BERM AND DUNE MAINTENANCE
TOWN OF NORTH TOPSAIL BEACH, NC
RFP NO. NTB-10-003

Attn: Ms. Carin Faulkner, Town Clerk
Town of North Topsail Beach, North Carolina
2008 Loggerhead Court, 28460
Phone: 910-328-1349
Fax: 910-328-4508

The front of each proposal shall contain the following information:

- The name and address of the contractor
- The word "Proposal" and the RFP NO. NTB-10-003
- The time/date specified for receipt of proposals

ALL PROPOSALS MUST BE RECEIVED BY THE TOWN ON TIME. The responsibility for submitting the proposal to the Town Clerk or Town Manager on or before the above stated time and date is solely that of the proposer. The Town will in no way be responsible for delays in mail delivery or delays caused by any other occurrence. **LATE PROPOSALS WILL NOT BE ACCEPTED.**

All proposals must be in writing. Non-responsive proposals may not be considered. The signer of the proposal must declare that the proposal is in all respects fair and in good faith without collusion or fraud and that the signer of the proposal has the authority to bind the principal respondent.

The Town shall not be liable for any costs incurred by a respondent prior to entering into contract. Therefore, all respondents are encouraged to provide a simple, straightforward, and concise description of their ability to meet the project requirements.

The Town's decisions regarding all submissions, and resulting negotiated agreements will be final.

The Town's evaluation criteria will include, but not be limited to, consideration of the following:

1. Respondent's Operational Plan.
2. Proposed price for work to be accomplished.
3. Past performance record on work of similar nature

Selection

The Town shall evaluate the written proposals submitted by the firms regarding the proposed project. A staff recommendation will be submitted to the Board of Aldermen for their consideration and action. **The Board may elect to award the bid in whole or part to one or more firm(s) at its sole discretion.**

RIGHT OF REJECTION:

The Town reserves the right to waive any informality in any proposal, to reject any or all proposals in whole or in part, with or without cause, and/or to accept the proposal that in its judgment will be in the best interest of the Town and its citizens.

REQUESTS FOR CLARIFICATIONS, INTERPRETATIONS & ASSISTANCE

All questions concerning this Request for Proposals must be directed through:

Ms. Carin Faulkner, Town Clerk
TELEPHONE: 910-328-1349
E-MAIL: carinf@north-topsail-beach.org
FACSIMILE: 910-328-4508
TOWN HALL

GENERAL CONDITIONS

PAYMENT:

The Contractor must be prepared to wait up to 30 days for payment of completed and verified work product submitted in a proper invoicing format.

INSURANCE REQUIREMENTS:

Prior to commencing work, the Contractor shall procure and maintain at Contractor's own cost and expense for the duration of the agreement the following insurance against claims for injuries to person or damages to property which may arise from or in connection with the performance of the work or services hereunder by the Contractor, his agents, representatives, employees or Subcontractors. The cost of such insurance shall be included in Contractor's proposal.

Contractor shall maintain limits no less than:

Commercial General/Umbrella Liability Insurance- \$1,000,000 limit per occurrence for property damage and bodily injury. The service provider should indicate in its proposal whether the coverage is provided on a claims-made or preferably on an occurrence basis. The insurance shall include coverage for the following:

- Premise/Operations
- Explosion, Collapse and underground Property Damage Hazard (only when applicable to the project)
- Products/Completed Operations
- Contractual
- Independent Contractors
- Broad Form Property Damage
- Personal Injury

Business Automobile/Umbrella Liability Insurance- \$1,000,000 limit per accident for property damage and personal injury.

- Owned/Leased Autos
- Non-owned Autos
- Hired Autos

Workers' Compensation and Employers'/Umbrella Liability Insurance- Workers' Compensation coverage with benefits and monetary limits as set forth in Chapter 440, Florida Statutes. This policy shall include Employers'/Umbrella Liability coverage for \$1,000,000 per accident. Workers' Compensation coverage is required as a condition of performing work or services for the Town whether or not the Contractor or Vendor is otherwise required by law to provide such coverage.

Environmental Liability Insurance and Pollution - \$1,000,000 per occurrence.

Other Insurance Provisions

All Coverage's

- Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduces in coverage or in limits except after (30) days prior written notice has been given to the Town.
- If Contractor, for any reason, fails to maintain insurance coverage which is required pursuant to this Agreement, the same shall be deemed a material breach of contract. Town, at its sole option, may terminate their respective Agreement and obtain damages from the Contractor resulting from said breach.

Deductibles and Self-Insured Retentions

Verification of Coverage

Contractor shall furnish the Town with certificates of insurance and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificated and endorsements are to be received and approved by the Town before work commences.

Subcontractors

Contractor shall include each of its subcontractors as insured's under the policies of insurance required herein.