



Nice Matters!

Town of Emerald Isle
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Emerald Isle, NC 28594

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Mayor Pro-Tem
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Board of Commissioners
Candace Dooley
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Jim Normile
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Town Manager
Matt Zapp
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November 26, 2019

Request for Bids

DEMOLITION AND REPLACEMENT OF THE CEDAR STREET PIER – HURRICANE FLORENCE DAMAGES

I. BIDS DUE

All bids are requested by December 10, 2019, no later than 11:00 am (EST). Interested bidders may submit written bids to the attention of Alesia Sanderson, Parks and Recreation Director.

Written bids may be submitted in the following methods:

Mailing Address: Town of Emerald Isle, 7500 Emerald Drive, Emerald Isle, NC 28594
Physical Deliveries: Town of Emerald Isle, 7509 Emerald Drive, Emerald Isle, NC 28594

II. RIGHTS

The Town of Emerald Isle Commissioners reserve the right to waive any informalities, to reject any or all bids, and to accept that bid or bids which appear to be in the Town's best interest. The Town reserves the right to award all or part of this Request for Bids.

III. BACKGROUND

The Cedar Street pier is a wooden pier located between address 7706 Sound Drive and 7802 Sound Drive. The pier is located on Bogue Sound and is used for recreational purposes (i.e., walking, viewing, fishing, kayaking, etc.). During September 2018, Hurricane Florence cause significant damage to the pier resulting in the need for the structure to be demolished and replaced.

IV. SCOPE

The Cedar Street Pier is currently 6'x258'. The original structure is to be demolished and replaced with a 6'x250" pier. The Contractor is responsible for construction plans, which shall meet the requirements of the 2018 Building Code more specifically Chapter 36 Docks, Piers, Bulkheads and Waterway Structures. Any bid including a structure 2,500 square feet or greater or with a contract price \$90,000 or greater will require an Engineer seal of plans. The Contractor will be responsible to provide their own means of electricity for all work. The Town will be responsible for obtaining the necessary CAMA permitting before construction begins. Contractor must demolish existing pier structure, vibrate new piles and install new piles, structural elements, hardware, decking and handrails for pier, the attached floating dock and kayak launch. The following specifications must be included in the bid:

- All demolition costs associated with the removal of the existing structure
- All demolished materials must be disposed of at NC DEQ permitted site, contractor shall provide disposal tickets upon request.
- All piles should be round - All wood throughout should be pressure treated marine grade
- All hardware should be 316 stainless - All screws will be supplied by contractor.
- All concrete slats should be marine grade.

Work should be completed within 6 weeks, during the daylight hours Monday – Saturday. The area of work is confined to previously disturbed area only.

Permits and Inspections necessary will be required, but permit fees will be paid for by the Town.

Inspection of the property is required. Contractors should contact Alesia Sanderson, Parks and Recreation Director at (252) 354-6350 to schedule a site visit, prior to submitting a bid. Bids will not be accepted if site visit not conducted. An affidavit is required to be signed once site visit is complete.

V. BIDS

All bids should include the following:

- Experience and Qualifications - Provide a description and history of work experience, including references;
- Copy of General Contractor Licensure; and
- Completed and Signed Bid Form (Attached).

VI. TERMS & CONDITIONS

The terms of this Request for Bids and your response thereto will be incorporated into the terms of the final agreement if your firm is the successful bidder.

- The bidder receiving the award shall furnish active NC General Contractors License Number.
- The bidder receiving the award will obtain or possess the following insurance coverages, and will provide Certificates of Insurance to the Town, with the Town listed as Additional Insured:
 - Workers' Compensation (as required by the State of North Carolina)
 - Commercial General Liability for bodily injury, property damage, or personal injury
 - Business Automobile Liability
- The bidder awarded this contract shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least five (5) years after completion of the contract resulting from this RFB.
- The bidder agrees to the following Federal provisions 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) - See Section X-Federal Contract Provisions.
- The bidder agrees to comply with the E-Verify requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further, if contractor utilizes a subcontractor, contractor shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes.
- The Town of Emerald Isle reserves the right to reject any and all bids.

VII. CONTACTS & ADDITIONAL INFORMATION

For additional information please contact: Alesia Sanderson, Parks and Recreation Director at (252) 354-6350.

**VIII. BID FORM – TOWN OF EMERALD ISLE
DEMOLITION AND REPLACEMENT OF THE CEDAR STREET PIER – HURRICANE FLORENCE DAMAGES**

DATE: _____

CONTRACTOR _____

ADDRESS _____

CITY/ST/ZIP _____

TELEPHONE _____

Total Price BID: The undersigned having carefully reviewed the Scope of Work items listed in the attached Request for Bids for Demolition and Replacement of the Cedar Street Pier – Hurricane Florence Damages, dated _____ including applicable addenda, as well as the premises and conditions affecting the work, proposes to furnish all services, labor, materials and equipment called for to complete the project in accordance with the Scope of Work for the following total price:

\$ _____

COMPANY NAME: _____

SIGNATURE: _____

TITLE: _____

CORPORATE SEAL

IX. CONSTRUCTION CONTRACT – TOWN OF EMERALD ISLE

State of North Carolina
Carteret County

Construction Contract
Cedar Street Pier
Hurricane Florence Damages

This Agreement executed this ____ day of _____, between _____, hereinafter called "Contractor", with a mailing address of _____; and the Town of Emerald Isle, a North Carolina Municipal Corporation, having an address of 7500 Emerald Drive, Emerald Isle, NC 28594, hereinafter called "Owner" or "Town";

1. Contract Documents. This Contract consist of this Agreement, Contractor's bid form, Request for Bids entitled "Demolition and Replacement of the Cedar Street Pier – Hurricane Florence Damages" dated November 26, 2019, and attachments. Amendments issued subsequent hereto shall constitute the "contract" between the parties.
2. Construction Work. Contractor shall construct and complete in accordance with this Agreement and the attachments following described improvements to real property owned or under the control of Town at the address indicated herein:
 - a. Description of the Work: Replacement of a 6'x258' wooden pier with a 9'x20' wooden pier. The Construction work to be performed by the Contractor on behalf of Town is as more particularly described in Section IV. Scope.
 - b. Location of the Work: The work is to be performed and completed at the following address: between address 7706 Sound Drive and 7802 Sound Drive.
3. Contractor's Duties: Contractor shall construct and complete the improvements described in Paragraph 2 above in accordance with these contract documents.

Contractor shall be responsible for completion of the following in addition to construction and completion of the improvements, unless deleted herein:

- a. Procuring and keeping in effect liability insurance and workers compensation coverage on employees and all subcontractors with limits acceptable to Town as described in VI-Terms & Conditions;
- b. Clean up of the site periodically and upon completion so that the project is ready to be used.

Unless otherwise indicated on attachments hereto, said construction shall be a "turn key" job. Contractor will use reasonable skill and judgment in constructing and completing the improvements, and Contractor agrees to furnish efficient business administration and superintendence and to use reasonable efforts to furnish at all times an adequate supply of workmen and materials, and to perform the work in an expeditious and economical manner consistent with the interest of the Town.

4. Time of Commencement and Completion: Unless delayed by weather, shortage of workers, subcontractors and project should be completed within 6 weeks upon the commencement. Town would like for Contractor to commence work no later than 14 days after the award of the bid, if all applicable state approvals and permits have been secured for the construction. Upon written notification by Town to Contractor, the Contractor shall within a reasonable time thereafter proceed with the proposed construction. Contractor will complete the improvements no later than 6 weeks upon the commencement, unless excused by delays and circumstances beyond the control of Contractor.

Contractor will attempt to have a sufficient number of employees or subcontractors on site together with the necessary materials and equipment at all reasonable times if the same are available in order to continue to make reasonably satisfactory progress towards completion. It is understood by the Parties that Contractor if hindered from time to time, may be entitled to extend the time of construction because of the following events or conditions:

- a. Excessive rain or foul weather;
- b. War, acts of God, and natural calamities;
- c. Fire or other damage or destruction of a substantial portion of the work;
- d. The unavailability of laborers, subcontractors, materials, and equipment, strikes, and other factors beyond the control of Contractor.

In the event Contractor believes any of the above conditions have occurred which entitle it to an extension, it shall be obligated to bring to the attention of the Town such conditions in writing immediately and the parties shall attempt to agree upon the period of extension and the circumstances resulting in the same. In the event the parties are not able to agree, the same shall be submitted to arbitration in accordance with this contract but work shall continue on the project.

5. Cost of the Work: Town shall pay the Contractor for the performance of the work, subject to terms and conditions outlined in the Request for Bids, compensation and pay based upon one lump sum bid in the total sum of \$ _____, payable upon submission of monthly payment invoices and approval by the Town of the percentage of work and materials furnished as determined by the Town, less a retainage of 10% of each approved payment, with the retainage being released upon completion and acceptable by the Town.
6. Securing Permits and Compliance with Code: Contractor will secure all necessary approvals and permits for the work. Contractor shall comply with all permits, approvals, building codes and other applicable regulations bearing on the conduct of said work. Said work shall be installed and completed in accordance with the State or applicable Town or County building code and regulations and other regulations, codes, and ordinances applicable thereto.
7. Amendments or Modifications: In the event the Parties determine that changes, additions, deletions, and modifications are necessary or desirable for the work or plans as construction continues, Contractor will entertain any changes or modifications sought or requested by Town and attempt to comply with the same if timely or reasonable. If Contractor is not able to carry out the requested modifications or changes, Town will be informed. If requested by Town, Contractor will attempt to give the Town a timely opinion and estimate of the cost of the modifications, and carrying out and completing the changes or modifications will be at the estimate as determined by Contractor if Town so agrees or otherwise at the sum negotiated by the Parties. Any such changes, modifications, amendments, additions or deletions will be incorporated in Contractor's billing and be forwarded to Town as part of normal billing of the work. It shall be necessary that a change order be prepared for all amendments or modifications, reduced to writing, signed and made a part of these documents.
8. Defective Work or Materials: When it appears to Town during the course of construction that any work or materials does not conform to the provisions of this Contract, Contractor shall make necessary corrections upon verbal and/or written requests from the Town so that such work will so conform. In addition Contractor will correct any defects caused by faulty materials, equipment or workmanship to the work appearing within one year from the date of completion of the work as evidenced by a certificate of substantial completion or acceptance by the Town. Nothing herein shall relieve Contractor from responsibilities for defective construction and completion of the improvements including materials and services supplied by subcontractors or suppliers. Contractor hereby expressly warrants that upon completion of the improvements, that the same has been completed in a workmanlike manner and in accordance with the building codes and all applicable regulations, that the improvements are structurally sound and may be used and is fit for the intended purpose.
9. Accounting Records and Retention: With regard to all construction and any additions or deletions from the contract sum, the Contractor shall keep a full and detailed account of all such materials, equipment, labor and services involved in the work and the Town shall have access to the Contractor's records, books, correspondence, instructions, drawings, receipts, vouchers, and other documents and records relating to this contract, if necessary in order to ensure compliance with this contract. Contractor shall make all such records available to the Town during construction and upon completion of the work if necessary in order to insure compliance with this contract, for a period of five (5) years following completion of the contract.
10. Application for Payment: Town shall make progress payments to Contractor during the construction and completion of the work in not more than one monthly draw request monthly as progress payments. As Contractor approaches each progress payment, then Contractor shall at least five (5) days before each progress payment falls due, deliver to Town a request for

payment. Said request shall show the amount of money requested, the basis therefore, and other documents showing the progress of the work. Town shall promptly pay the requested sum within 30 days unless Town shall immediately notify Contractor within 7 days that Town disagrees with the request and Town details the reasons why the request is being denied. Town will further withhold a retainage of 10% each draw request and pay all retained sums upon completion and acceptance by the Town.

Contractor shall not be entitled to final payment until it has submitted a lien affidavit and waiver in form satisfactory to Town and executed by contractor, all subcontractors, material suppliers and others performing work or providing materials to the project, certifying that that all invoices and costs have been paid. In the event Town receives a telephone call or written notice of non-payment of materials, subcontracting payments or invoices due any person, firm, or corporation supplying work or materials during construction, Town may withhold further payments to Contractor until it is reasonably assured that either the demand is invalid or that Town will be indemnified from loss or liability.

11. Time: Time is of the essence with regard to both the Contractor's performance of the Contract and Town's payment of all charges and construction costs so that Contractor will have all necessary capital to continue the work. Failure of either party to cure any default after having received ten (10) days written notice from the other as to default with the written notice specifying the details and basis for default, shall entitle either Town or Contractor at its option to terminate this Contract without affecting any other right or remedy available to either party upon such breach.
12. Right of Inspection by Town: Town or its designated agent shall have the right to inspect all work and materials at all times. Town shall promptly give notice to Contractor of all defective work or materials.
13. Insurance: Contractor shall carry a policy of General Liability and Business Automobile Liability, and such other insurance as may be required by North Carolina law relating to compensation for personal injury, property damage, and workmen's compensation arising from all construction on the site, in sums and in such amounts as deemed adequate by Town and its insurance carrier. Such insurance shall name Town an additional loss payee.
14. Termination of Contract: In the event either party hereto should fail or refuse to pay any sums hereunder or either party should fail or refuse to perform any act according to the terms and conditions herein, then said party shall be in default if the other party gives notice in writing as to said default and the defaulting party thereafter fails to substantially cure the default within ten (10) days following receipt of the written notice. Upon default the party not in default shall have the right to terminate this contract without forfeiting any other rights or remedies the party not in default may have as to the defaulting party.
15. Legal Provisions: This contract shall be construed and interpreted in accordance with the laws of the State of North Carolina. This contract shall be binding on the parties hereto and their successors and assigns. As used herein the singular shall include the plural, and the masculine and feminine gender shall also include the neuter as the context may require.
16. Award of Bids and Contractor's Responsibility: Prior to execution of this Contract, Contractor shall be required to provide proof of an appropriate contractor's license meeting all requirements of NC law, provide proof of insurance meeting the requirements herein, provide assurances to the Town that Contractor can meet the deadline found in Paragraph 4, and demonstrate to the Town that Contractor understands the project, can meet the Town's expectations, and can complete the project for the lump sum bid.

IN WITNESS WHEREOF, Town and Contractor have executed this Agreement on the date above written.

Town of Emerald Isle

By:

By: Matt Zapp., Town Manager

Title of Officer

Date: _____

Date: _____

Attest: _____

Attest: _____

X. FEDERAL CONTRACT PROVISIONS – TOWN OF EMERALD ISLE

Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended— Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See §200.322 Procurement of recovered materials. -- A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014]