



REQUEST FOR PROPOSALS REPLACEMENT OF BOAT DOCKS AT MORLEY'S WHARF

I. INTRODUCTION

The County of Northampton, Virginia (hereinafter referred to as “County” and/or “Owner”) is accepting sealed bids from qualified firms for the removal and replacement of the Morley’s Wharf boat docks located at 2175 Morley’s Wharf Road, Exmore, VA 23350. Bids will be received at the office of the County Administrator, 16404 Courthouse Road, PO Box 66, Eastville, VA 23347 until 3:00 PM, October 19, 2017. Bids will be publicly opened and read aloud immediately thereafter.

Proposals will be evaluated by the County Administrator and the Public Works Director.

An original and two (2) copies of the sealed proposals from each vendor for the services specified must be received prior to 3:00 p.m., Thursday, October 19, 2017, by the County. All proposals shall be signed by an authorized representative of the vendor. All proposal envelopes must have the company name on the outside of the envelope along with the notation “**Proposal – Morley’s Wharf Dock Replacement**”.

Proposals may be mailed or hand delivered to the County Administrator’s office at 16404 Courthouse Road, P.O. Box 66, Eastville, Virginia 23347. It is the vendor’s responsibility to ensure that his proposal is received by the County Administrator prior to the due date. Proposals received after 3:00 p.m., October 19, 2017, will not be accepted or considered. All proposals will be time stamped upon arrival. The County will not be responsible for the loss of any proposal that is not appropriately marked as specified. **Faxed or e-mailed proposals are not acceptable.**

Morley’s Wharf is a public boat launching facility and site visits may be performed any time at the bidder’s convenience.

II. SCOPE OF SERVICES

The project consists of the following scope of work:

1. Completely remove and dispose of the three existing fixed boat docks and associated seawalls. Existing piles embedded in concrete ramp may be cut flush with the top of ramp.

2. Design and install two (2) ea. 6' wide x 42' long floating docks, each containing an approximately 3'x10' aluminum gangway as shown on the attached layout and per the following requirements:
 - a. Each floating dock shall consist of a walkway constructed of 4"x6" framing and 5/4" wood decking on top of polyethylene floats. Fasteners shall consist of stainless steel bolts and screws.
 - b. Each floating dock shall contain two 12"x12" x 25' long pilings – one at the beginning of the dock and one at the end of the dock. Each piling shall have a 14" hoop and roller assembly.
 - c. Northern dock shall have rubber bumper fenders on the right side of the dock. Southern dock shall have rubber bumper fenders on both sides of dock.
 - d. Mooring cleats shall be installed along the same sides of the docks as the fenders.
 - e. Gangway shall move freely during rise and fall of tides.
3. Design and install two (2) ea. 50' long seawalls as shown on the attached layout and per the following requirements:
 - a. Each seawall shall consist of 10"x10" x 16' long pilings installed at 7-foot centers, double 3"x6" top whalers, 12' tall vinyl marine grade sheet piles, and shall be topped with a wood pile cap.
 - b. Fasteners shall consist of stainless steel bolts.
4. Repair or replace any site features damaged by Contractor, including but not limited to existing concrete boat ramp, parking lot, landscaping, etc.
5. All wood/lumber components installed and remaining a permanent part of the construction shall be treated to 2.5 pcf CCA.
6. The dock system shall be capable of sustaining a surge height of 8 ft MLLW and continuous waves of up to 1 foot.
7. Freeboard of the floating dock under typical expected loadings shall be a minimum of 10".
8. Contractor shall be responsible for all permitting associated with this project.
9. All existing boat ramps and docks shall be closed to the public throughout the duration of this project. Provide barriers to warn and prohibit the public from entering the construction site. The adjacent fishing pier will remain open to the public and shall not be disturbed during the construction of this project.

III. Inquiries

If bidder submitting a bid for proposed work is in doubt as to true meaning of any part of the contract documents, he may submit a written request to the Owner for an interpretation. Bidder submitting request shall be responsible for its prompt and actual delivery. All interpretations, supplemental instructions, or approvals shall be made by written addendum duly issued and incorporated into the contract documents. A copy of such addendum will be mailed or delivered to each bidder receiving a set of specifications and contract documents prior to the date fixed for opening of bids. Failure to receive such addendum shall not relieve bidder from any obligation under his bid as submitted. All addenda are contract documents. Owner will not be responsible for any other explanations or interpretations of these contract documents which anyone presumes to make. No oral interpretations or approvals will be made.

All questions pertaining to this RFP shall be addressed in writing to Chris Thomas, Public Works Director, P.O. Box 66, Eastville, VA 23347. Inquiries may also be made via e-mail at cthomas@co.northampton.va.us, or by FAX at 757-678-0483. No questions

will be answered verbally. All inquiries must be received no later than 5:00 PM, Thursday, October 12, 2017. Answers to submitted questions will be answered through the issuance of an addendum.

IV. GENERAL REQUIREMENTS

- A.** Northampton County reserves the right to accept or reject any or all bids or parts of bids, to waive irregularities, and to request rebids. The County also reserves the right to award the contract as it deems will best serve its interest. It further reserves the right to award the contract on a split order basis, lump sum, or individual item basis, or such combination as will best serve the interest of the County unless otherwise specified.
- B.** Northampton County reserves the right to negotiate with the lowest bidder and/or modify the scope of work prior to contract award.
- C.** Contractor's bid shall be provided on the Owner-supplied bid form.
- D.** No proposal will be awarded to any person, firm or corporation that is in arrears or is in default to the County upon any debt or contract or that is a defaulter as surety or otherwise upon any obligation to the County.
- E.** Successful Contractor must obtain a County Business License.
- F.** Bidders must be licensed contractors in the Commonwealth of Virginia in accordance with the requirements of Title 54.1, Chapter 11, of the Code of Virginia.
- G.** Bidders must possess and maintain throughout the duration of construction Worker's Compensation and Commercial General Liability insurance coverage.
- H.** No bid may be withdrawn for a period of sixty (60) days subsequent to the opening of bids without the consent of the Owner. The procedure for withdrawal of bids shall be according to Section 11-54 (I) of the Code of Virginia.
- I.** The contract is to be awarded on the basis of the lowest responsive and responsible bid.
- J.** All bidders are subject to and must comply with the provisions of the County's Equal Employment Opportunity Policy and applicable State and Federal anti-discrimination laws.
- K.** The performance and execution of the work shall be monitored by a representative of or appointed by Northampton County to ensure full compliance with these specifications and all applicable regulations.
- L.** It shall be the responsibility of the Contractor to obtain any building and zoning permits and applications as required by the County of Northampton and to remain in compliance with requirements of the Uniform Statewide Building Code, Zoning permits, and any

other governing codes, laws or ordinances. Contractor shall also be responsible for any permitting required by outside agencies, including, but not limited to DEQ, VDOT, VMRC, US Army Corps of Engineers, etc.

- M.** The Owner and/or appointed representatives reserve the right to halt the project until hazardous or potentially hazardous conditions are corrected. It will be the responsibility of the Contractor to pay for the consultant services and costs involved to correct the non-compliance.
- N.** The Contractor shall be responsible for supplying temporary water and power to the site and shall bear the cost associated with water and power consumed. Contractor shall be responsible for the location, identification, disconnection, sealing or capping off of all existing utilities and the removal of any associated connection materials.
- O.** The Contractor shall maintain personnel on the site at all times when the work areas are open or not properly secured. Secure work areas completely at the end of each working day. Coordinate with the Owner concerning security of facility after normal hours following a daily visual inspection of the work area by the Owner and Contractor.

V. Contract Period

The work specified under the terms of this Request for Proposal shall commence following award of such contract by the Board of Supervisors and receipt by the Contractor of a Notice to Proceed. Construction must be completed no later than 150 calendar days after the Notice to Proceed.

VI. Schedule

Following award of the project, Contractor shall prepare and submit a copy of the proposed project schedule outlining expected timeframes of all components of construction.

VII. Payment for Work

Within ten days of the Notice to Proceed, Contractor shall submit a schedule of values based on the total contract price. All components of work shall be broken down and have costs allocated to each item. This will serve as the basis of progress payments. For each invoice submitted to the Owner by the Contractor, payment will be based on the percentage of work completed and the schedule of values. Contractor shall submit an invoice no more frequently than once per month throughout the duration of the project.

VIII. Warranties

Contractor warrants to Owner that all engineering and other professional services provided under this contract will be provided in accordance with the terms of the contract and will, at a minimum, conform to the standard of care required of similarly situated professional engineers performing similar services. Owner's review or approval of any plans, specifications, or other instruments of professional service shall not constitute a waiver by Owner of any of Contractor's warranties or obligations under this paragraph.

Contractor warrants to Owner that all construction and related services provided hereunder shall be performed in a good and workmanlike manner, by workers who are appropriately trained and experienced in the work being performed, and in accordance with all requirements of the contract documents, industry standards for projects of similar type and quality, and all applicable laws, codes, regulations and other requirements, including safety requirements. If, within one year after the date of Substantial Completion of the Work any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. This period of one year shall be extended with respect to portions of the Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual performance of the Work. This obligation under this paragraph shall survive acceptance of the Work under the Contract and termination of the Contract. The Owner shall give such notice promptly after discovery of the condition.

Nothing contained in the preceding paragraphs shall be construed to establish a period of limitation with respect to other obligations which the Contractor might have under the Contract Documents. Establishment of the time period of one year as described in the prior paragraph relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

In addition, Contractor shall provide the following labor and material warranties at a minimum to begin at the date of final completion of the project:

- Polyethylene floatation units – 10 years to cover any cracking, peeling, sloughing, deterioration from sunlight and any damages resulting from minor expected bumping from marine vessels.
- Workmanship & Material – 2 years to cover any defects.

IX. GENERAL TERMS AND CONDITIONS

A. Bidder's Responsibility

Before submitting proposals, the bidder shall carefully examine the entire site of the proposed work and adjacent premises and various means of approach and access to the site, and make all necessary investigations to inform themselves thoroughly as to the conditions which affect work

under this contract. Bidders shall inform themselves thoroughly as to all difficulties involved in completion of all work under this contract in accordance with its requirements.

Bidders shall examine the specifications and other contract documents, shall exercise their own judgment as to the nature of the whole of the work to be done and for the proposal prices, and must assume all responsibilities necessary to fully complete the work in strict compliance with the contract documents.

No plea of ignorance of conditions that exist or may thereafter exist or of conditions or difficulties that may be encountered in the execution of the work under this contract as a result of failure to make the necessary examinations and investigations shall be accepted as an excuse for any failure or omission on the part of the contractor to fulfill in every detail all requirements of the contract documents or will be accepted as a basis for any claims whatsoever for extra compensation or for an extension of time.

B. Qualification of Bidders

The qualifications, resources and experience of the bidder in the area of demolition and sitework are considered to be essential for timely completion of this project. The Owner reserves the right to determine qualification of bidder to perform the work. The Owner may make such investigation as it deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the Owner that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Contractor must hold appropriate Virginia Contractor's License, liability insurance, and workmen's compensation insurance. The Contractor is responsible for compliance with Sections 36.99.7 and 54.1 of the Code of Virginia.

C. Insurance Requirements

The Contractor shall purchase and maintain in force, at his own expense:

- a) Broad Form Comprehensive General Liability - \$1,000,000 each occurrence and \$2,000,000 general aggregate coverage to include: Premises – Operations; Products/Completed Operations; Contractual; Independent Contractors; County and Contractor's Protective; Personal Injury (Libel, Slander, Defamation of Character, etc.)
- b) Automobile Liability: \$1,000,000 Combined Single Limit coverage
- c) Workers' Compensation: Coverage A, Statutory; Coverage B, \$100,000

The insurance specified herein shall name the Owner as additional insured with regard to work performed under any Contract. All policies shall provide that the Owner is to receive written notice by certified mail, thirty (30) days in advance of cancellation or alteration of any policy. The Contractor shall provide the Owner with copies of certificates of insurance coverage and proof of payment for all premiums.

Upon execution of this contract, and thereafter no less than fifteen (15) days prior to the expiration date of any insurance policy delivered pursuant to this contract, the Contractor shall deliver to the Owner a certificate(s) of insurance to show compliance with this section.

Each policy of insurance shall be issued by financially responsible insurers duly licensed to do business in the Commonwealth of Virginia.

Each policy of insurance shall include a waiver of subrogation in favor of the Owner and shall provide no less than thirty (30) days' notice to the Owner in the event of a cancellation or change in conditions or amounts of coverage.

D. Incurring Cost

The Owner is not liable for any cost incurred by any proposer interested in submitting a Request for Proposal or any selected proposer, prior to the execution of a contract.

E. Non-Discrimination

Northampton County does not discriminate against race, color, religion, sex, national origin, age, disability, political affiliation, belief or faith-based organizations.

In accordance with Section 2.2-4311 of the Code of Virginia, every contract for goods or services over \$10,000 shall include the following provisions:

During the performance of this contract, the Contractor agrees as follows:
The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.

Notices, advertisements, and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

The Contractor shall include the provisions of the foregoing paragraphs in every subcontract or purchase order of over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.

F. Drug-free Workplace

The contract with the selected Proposer (contractor) shall provide that during the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful

manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

G. Ethics in Public Contracting

This Request for Proposal incorporates by reference any state or federal law related to ethics, conflicts of interest, or bribery, including by way of illustration and not limitation, the Virginia State and Local Government Conflict of Interests Act, the Virginia Governmental Frauds Act, and Articles 2 and 3 of Chapter 10 of Title 18.2 of the Virginia Code, as amended. The Proposer certifies that its offer is made without collusion or fraud and that it has not offered or received any kickbacks or inducements from any other proposer, supplier, manufacturer, or sub-proposer and that it has not conferred on any public employee having official responsibility for this purchase any payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised unless consideration of substantially equal or greater value was exchanged.

H. Immigration Reform and Control Act of 1986

In accordance with Section 2.2-4311.1 of the Code of Virginia, every contract for goods or services shall include the following provisions:

During the performance of this contract, the Contractor does not and shall not knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

I. Copyrighted, Trademarked, or Patented Materials

Contractor agrees to guarantee and hold harmless Owner, Owner's agents and employees, against any and all claims arising out of the infringement or alleged infringement by Contractor, or any of Contractor's agents, employees or subcontractors, of any rights secured under copyright, trademark or patent protection. In that regard, Contractor hereby represents, on behalf of itself, its agents, employees and/or subcontractors, that all necessary licenses for the use of any copyright, trademark or patent have been obtained, are in full force and effect at the time of execution of this contract, and shall remain in full force and effect during the term of this contract and any extension hereof.

J. Proposal Binding

The contents in their entirety of the proposal submitted by the accepted firm shall become an attachment to and part of the agreement between the firm and the County. Proposal shall be submitted on the County-supplied bid form.

K. Applicable Law

This RFP and any subsequent contract and the work performed thereunder shall be governed in all respects by the laws of the Commonwealth of Virginia and the venue for any litigation with respect thereto shall be in the Circuit Court for Northampton County, Virginia or as otherwise required by law. The Proposer shall comply with applicable federal, state, and local laws and regulations.

L. Assignment

The Proposer shall not assign, transfer, convey, sublet, or otherwise dispose of any award, or any or all of its rights, obligations, or interests under this contract, without the prior written consent of the Owner