

INFORMAL CONTRACT

INFORMATION TO BIDDERS

FOR

*Town of Morehead City
Morehead City Yacht Basin Dredging
Morehead City, North Carolina 28557*

NOTICE TO BIDDERS

Sealed bids for this work will be received by *Sandi Watkins, Planning and Inspections Director, 1100 Bridges Street, Morehead City, NC 28557* up to 2:00 pm, on Friday, June 23, 2023. Faxed or emailed bids will not be considered.

Bid, performance and payment bonds will not be required for this project.

No bid may be withdrawn after the receipt of proposals for a period of 60 days. The City reserves the right to reject bids with or without cause, including failure to submit any required documentation without indicating any reasons for such rejection(s), to waive any irregularities or informalities, to solicit and re-advertise for other bids and award to the proposal deemed to be in the City's best interest. Rejection may also occur if there are unauthorized additions, conditional bids, multiple bids or alternate bids which may tend to make the bid incomplete, indefinite, or ambiguous as to its meaning as well as adding any provisions reserving the right to accept or reject an award, or to enter into a contract pursuant to an award.

The City reserves the right to withdraw this advertisement at any time without prior notice. This advertisement does not commit the City to enter into an agreement or to pay any costs incurred in the preparation of a proposal to this request. The City also reserves the right to negotiate with the apparent successful bidder concerning various alternatives.

Proposals shall include quotes with all applicable taxes and fees.

Please note on the envelope – **Dredging Proposal: Attn: Sandi Watkins**

June 23, 2023

*Morehead City Yacht Basin Dredging
(Contractor)*

This RFP may be obtained via the Internet at the City's website:

<https://moreheadcitync.org/Bids.aspx>.

BIDDING CONDITIONS

Contractors may email written inquiries for interpretation of this advertisement to the attention of the Planning and Inspections Director. Please reference the Morehead City Yacht Basin Dredging bid in all correspondence.

The deadline for written inquiries will be at least 7 days prior to the date scheduled for receiving the proposals. The City will attempt to provide information affecting the RFP in the form of a written addendum to any potential Contractor who has provided their contact information. It will be the responsibility of a contractor to remain informed as to any changes to the RFP.

Late submittals will not be accepted.

All proposals submitted shall be binding for at least sixty (60) calendar days following opening. Town may desire to accept a proposal after this time.

PROPOSAL CONTENT

Proposal shall include quote with pricing information for that listed within the Scope of Services Section for the project.

SCOPE OF SERVICES

The work to be performed under this section consists of furnishing all tools, labor, materials and equipment to perform maintenance excavation dredging and spoils removal for the Morehead City Yacht Basin located in Morehead City in accordance with CAMA General Permit No. 90090 issued for maintenance dredging up to 990 cubic yards within the proposed maintenance excavation area identified on the permit. Excavation shall not be deeper than -6 below NLW and spoils shall be placed entirely on high ground at least 30' from NHW. No fill of wetlands shall occur as part of this project. The proposed spoils site shall be approved by the Town prior to commencement of work.

An acceptable level of dredging shall be defined as on schedule, with the finished excavation fitting within the Dredge Boundary as shown on the project plan with documentation of no greater than 990 cubic yards of excavation material removed. A post-construction survey will be conducted under separate contract by the Town. **All dredging shall occur prior to September 15, 2023.** The CAMA General Permit for this project expires on October 2, 2023.

EQUIPMENT

The Contractor shall perform dredging and spoils relocation and shall have the appropriate equipment for completing such operations.

Contractor's vehicles shall comply with all federal, state and local laws. All vehicles shall be registered in the State of North Carolina.

All equipment shall be in good safe operating condition at all times. The City reserves the right to inspect the bidder's equipment. The City may require the Contractor to remove and replace a piece of equipment judged to be operating poorly, excessively noisy or in any way disturbing to the public.

The Contractor must provide his own storage for equipment. The City will not provide storage for any Contractor equipment.

TERMS AND CONDITIONS

The contract term is for the duration necessary to complete the dredging operations but must be completed by September 15, 2023.

See attached Exhibit A (Town of Morehead City Terms & Conditions)

PAYMENT

Contract will be lump sum for complete excavation of channel area including spoils removal.

No changes shall be made in the Work except upon written approval and change order of the Owner. Financial increases to this contract must be approved in writing before additional work is authorized.

SAFETY REQUIREMENTS

The Contractor shall be responsible for all work areas when providing these services. The Contractor shall be responsible for any damage to the Owner's property or that of others on the job and shall make good such damages. The Contractor shall be responsible for and pay for any claims against the City arising from such damages.

The Contractor shall provide all necessary safety measures for the protection of all persons on the work and shall fully comply with all state laws or regulations to prevent accident or injury to persons on or about the location of work.

INSURANCE

The Contractor shall not commence work until he has obtained all insurance required, and the Owner has approved such insurance. The Contractor shall provide and maintain during the life of this contract Workmen's Compensation Insurance for all employees under this contract. The Contractor shall provide and maintain during the life of this contract such Public Liability and Property Damage Insurance as shall protect him while performing work covered by this contract, from claims for damage for personal injury, including accidental death, as well as from claims for property damages which may arise from operations under this contract, whether such operation be by the Contractor himself, or by anyone directly or indirectly employed and the amounts of such insurance shall be as shown on Exhibit B (Town of Morehead City Standard Insurance Requirements)

Each Certificate of Insurance shall bear the provision that the policy cannot be canceled, reduced in amount or coverage in less than fifteen (15) days after mailing written notice to the insured and/or the Owner of such alteration or cancellation, sent by registered mail. The Town of Morehead City shall be listed as additional insured on any certificates of insurance provided to the Owner.

INDEMINITY

The Contractor shall defend, indemnify, save and hold harmless the City, its officers, employees, and agents, from and against any and all claims, demands, causes of action, orders, decrees, judgments, losses, damages, and liabilities (including all costs and attorney's fees incurred in defending any claim, demand, or cause of action) occasioned by, growing out of, or arising or resulting from (a) Contractor, its subcontractors, agents or employees in the performance of this Agreement or their provision of any services required herein to be performed by the Contractor or its subcontractors, agents or employees, and (b) any act or omission of Contractor, or its subcontractors, agents or employees. The Contractor shall assume sole liability for any injuries or damages caused to a third party as a result of the fulfillment of this Agreement.

NON-DISCRIMINATION

The bidder shall, when applicable, comply with the requirements of all Federal, State, and local laws, ordinances and regulations relating to minimum wages, social security, unemployment compensation insurance, and Workman's Compensation, and shall not discriminate against any employee or applicant for employment because of race, sex, creed, color, or national origin.

ASSIGNABILITY

The contract shall not be assigned or transferred by the contractor without the prior written consent of the City nor shall the contractor subcontract any or all of the work called for under this contract without the prior, written approval of the City.

SUSPENSION / CANCELLATION OF CONTRACT

In the event the Contractor fails or refuses to perform in accordance with the agreement or if Contractor violates any provisions of the agreement, the Contractor shall be deemed in default. If such default is not cured within a period of two (2) working days, or if more than two (2) working days are reasonably required to cure the default and Contractor fails to give adequate assurance of due performance within two (2) working days after Contractor receives written notice of default from City, City may terminate the agreement forthwith by giving written notice. City may, in addition to the other remedies provided in the Agreement or authorized by law, terminate the Agreement by giving written notice of termination.

In addition, the City reserves the right to terminate the agreement without cause upon thirty (30) days written notice. Upon termination, City will pay to Contractor that portion of compensation specified in the agreement that is earned and unpaid prior to the effective date of termination. The Contractor may only terminate the agreement in the event of nonpayment by the City.

IMPORTANT: All contractors performing work under this contract must register through E-Verify to validate employee eligibility.

DREDGE MATERIAL

Dredge material shall be transferred to an approved high ground off-loading site. All dredge material shall be securely placed to avoid any adverse environmental issues. Any off site stabilization required shall be included in the scope of work, no extra compensation will be allowed.

SUPERVISION

The Contractor shall supply the Name and Phone Number of their supervisor responsible for this contract. This will be their sole contact for the City to report complaints and requests. The Contractor shall notify the City at (252) 726-6848, ext. 140.

INDEPENDENT CONTRACTOR

Contractor states and affirms that he is acting as an independent contractor, holding himself out to the general public as an independent contractor for other work or contracts as he sees fit; that he advertises his services as he sees fit to the general public, maintains his office or place of employment separate from City, and that this AGREEMENT is not exclusive of other agreements, contracts or opportunities. The parties intend that an independent contractor relationship will be created by the AGREEMENT. City is interested only in the results to be achieved, and the conduct and control of the work will lie solely with the Contractor. Contractor is not to be considered an agent or employee of the City for any purpose, and the employees of the Contractor are not entitled to any of the benefits that the City provides for City employees. It is understood that City does not agree to use Contractor exclusively. It is further understood that Contractor is free to contract for similar services to be performed for others while working under the provisions of this AGREEMENT with the City. Both parties agree that Contractor shall be deemed an independent contractor in the performance of the AGREEMENT, and shall comply with all laws regarding unemployment insurance, disability insurance, and workers' compensation. As such, Contractor shall have no authorization, express or implied, to bind City to any agreement, settlement, liability, or understanding whatsoever, and agrees not to perform any acts as agent for the City. The compensation provided for herein shall be the total compensation payable hereunder by City.

GENERAL CONDITIONS

The work to be performed under this section consists of furnishing all tools, labor, materials and equipment to perform excavation dredging and spoils removal for the Morehead City Yacht Basin located in Morehead City in accordance CAMA General Permit No. 90090 issued for maintenance dredging up to 990 cubic yards within the proposed maintenance excavation area identified on the permit. Excavation shall not be deeper than -6 below NLW and spoils shall be placed entirely on high ground at least 30' from NHW. No fill of wetlands shall occur as part of this project. The proposed spoils site shall be approved by the Town prior to commencement of work.

WORKMANSHIP

Contractor shall have previous experience in performing excavation dredging in Carteret County and be familiar with regulatory requirements. Contractor shall obtain a copy of the permit and ensure all conditions for dredging are met and any required notifications to the NC Division of Coastal Management are made prior to dredging. Contractor shall notify the Town of Morehead City prior to dredging.

DREDGE MATERIAL

Dredge material shall be transferred to an approved high ground off-loading site. All dredge material shall be securely placed to avoid any adverse environmental issues. Any off site stabilization required shall be included in the scope of work, no extra compensation will be allowed. The spoils shall be placed entirely on high ground at least 30' from NHW. The proposed spoils site shall be approved by the Town prior to commencement of work.

DREDGE DEPTH

Contractor shall make a site evaluation to determine type of material to be removed. Sloughing of material is to be expected but final depth, channel width and slopes in accordance with the contract drawings will be used for final payment. An AD (after dredge) survey using high accuracy multibeam sonar will be conducted by Geodynamics once the excavation work has been completed. Owner may at their discretion, perform soundings to determine contract compliance. This contract is for the removal of 990 cubic yards of dredge material to be removed. CAMA General Permit Number 90090 permits excavation of no greater than 1,000 cubic yards of material.

EXHIBIT A

Town of Morehead City Terms and Conditions

The Terms and Conditions listed below are incorporated into and will govern all matters related to the goods and/or services provided by you or your company (the "Vendor") to the Town of Morehead City (the "Town"). Any terms and conditions incorporated by reference therein shall be binding only if provided or signed by the Town and attached hereto or in the event that a binding written contract shall supersede any conflicting terms and conditions below or on the face of a Town purchase order.

1. The Town is not responsible for materials, supplies, or equipment delivered without authority of its written order.
2. Submit all claims for payment by detailed itemized invoice.
3. Mail or deliver all invoices to: Town of Morehead City, ATTN: Accounts Payable, 1100 Bridges St. Morehead City, NC 28557 or email to accountspayable@moreheadcitync.org.
4. Invoices for partial deliveries must be so indicated.
5. The conditions of this order are not to be modified by any verbal understanding. Any changes must be in writing or by "Changed P Order" which has been approved by the Morehead City Finance Department.
6. The Town of Morehead City is exempt from Federal excise tax. If any form of such tax is billed on the invoice, it must be shown as a separate item.
7. The Town is not exempt from North Carolina State Sales Tax. Please refer to the tax bulletins at NCDOR.com for clarification on any questions of exemptions. All sales tax must be listed separately.
8. Rejected materials will be returned to the vendor at the vendor's risk and expense.
9. Vendor will defend, indemnify, and save the Town harmless from any and all laws, damages, costs, fees, and expenses incurred on account of any and all claims, suits, or judgements alleging that any product or service provided under this purchase order violates any patent, copyright, trade secret, trade name, or any other intellectual property right of any nature.
10. If a product provided hereunder is alleged to be defective in any respect whatsoever, vendor will defend, indemnify, and save the Town harmless from all losses, damages, costs, fees, and expenses incurred by reason of such allegation or defect, including without limitation all liability arising from any accidents, injuries, or damages to persons or property that may result in whole or in part from such product.
11. If vendor performs services or constructs, erects, inspects, or delivers hereunder, vendor will indemnify and save harmless the Town from all loss, damages, costs, fees, or expenses incurred in connection with any accidents, injuries, or damages to persons or property that are alleged to have resulted in whole or in part from the performance thereof.
12. All prices must be FOB delivered to points as indicated on the front of this order. Where specific purchase is quoted or negotiated FOB shipping point, the vendor is to prepay shipping charges and add to the invoice.
13. Cash discounts will be deducted as provided in accordance with the terms of your official bid or invoice. Net purchases will be paid within 30 days from date of your invoice.

14. E-Verify Compliance: the vendor shall comply with the requirements of Article 2, Chapter 64 of the North Carolina General Statutes (E-verify). Failure of the vendor to comply with this provision or failure of its vendors to comply could render this purchase order void under North Carolina Law.
15. Iran Divestment Certification: Contractor hereby certifies that contractor, and all subcontractors, are not on the Iran Final Divestment List created by the North Carolina State Treasurer pursuant to North Carolina General Statute 143-6A-4. Contractor shall not utilize any subcontractor that is identified on this list.
16. This agreement is governed by North Carolina law. Any legal actions arising from this purchase order shall be brought in Carteret County, North Carolina.
17. All parties shall comply with all applicable federal laws, policies, standards and regulations for procurement and contracts funded with Federal grant or loan funds, including, but not limited to the contractual procedures set forth in Title 2 of the Code of Federal Regulations, Part 200 ("2 CFR 200"), including Appendix II to such Part ("Appendix II"). Unless otherwise indicated, vendors should presume that purchase orders are so funded.
18. Acceptance of this agreement includes acceptance of all terms, conditions, prices, delivery instructions, and specifications as shown in the agreement or attached to and made a part of this order.
19. Town reserves the right to make no payment until order is fully delivered.



**TOWN OF MOREHEAD CITY STANDARD INSURANCE REQUIREMENTS
(Performance of Services & Software As A Service)**

Insurance Requirement for Performance of Services

If performing services under a Town of Morehead City Purchase Order, the Vendor agrees to maintain, on a primary basis and at its sole expense, at all times during the life of this Purchase Order the following coverages and limits. The requirements contained herein, as well as the Town's review or acceptance of insurance maintained by Vendor is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Vendor under the Purchase Order:

- a. Workers' Compensation Insurance - Vendor agrees to maintain Worker's Compensation Insurance in accordance with North Carolina General Statute Chapter 97 and with limits of no less than \$1,000,000 each accident, each employee and policy limit.
- b. Commercial General Liability - Combined single limit of no less than \$1,000,000 each occurrence and \$2,000,000 aggregate. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability.
- c. Commercial Automobile Liability - Limits of no less than \$1,000,000 Combined Single Limit. Coverage shall include liability for Owned, Non-Owned and Hired automobiles. In the event Vendor does not own automobiles, Vendor agrees to maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Auto Liability policy. Automobile coverage is only necessary if vehicles are used in the provision of services under this Purchase Order and/or are brought on a COR site.
- d. Additional Insured - Vendor agrees to endorse the Town as an Additional Insured on the Commercial General Liability. The Additional Insured shall read 'Town of Morehead City as its interest may appear'.
- e. Umbrella or Excess Liability - Vendor may satisfy the minimum liability limits required above under an Umbrella or Excess Liability policy. There is no minimum Per Occurrence limit of liability under the Umbrella or Excess Liability, however, the Annual Aggregate limits shall not be less than the highest 'Each Occurrence' limit for required policies. Vendor agrees to endorse Town of Morehead City as an 'Additional Insured' on the Umbrella or Excess Liability, unless the Certificate of Insurance states the Umbrella or Excess Liability provides coverage on a 'Follow-Form' basis.
- f. Professional Liability - Limits of no less than \$1,000,000 each claim. This coverage is only necessary for professional services such as engineering, architecture or when otherwise required by the Town.

Insurance Requirement for Software As A Service

If performing Software As A Service under a Town of Morehead City Purchase Order, the Vendor agrees to maintain, on a primary basis and at its sole expense, at all times during the life of this Purchase Order the following coverages and limits.

- a. Cyber Liability - Vendor agrees to maintain Cyber Liability with limits of no less than \$1,000,000 each occurrence and \$2,000,000 aggregate.

The Town reserves the right to require a Certificate of Insurance meeting the minimum coverage and requirements of this section. Certificates of Insurance shall provide a minimum thirty (30) day endeavor to notify, when available, by Vendor's insurer. If Vendor receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, Vendor agrees to notify the Town within five (5) business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance. The Certificate Holder address should read:

Town of Morehead City
1100 Bridges St.
Morehead City, NC 28557

All insurance companies must be authorized to do business in North Carolina and be acceptable to the Town of Morehead City's Risk Manager.