
Request for Proposal

for

Town Common Floating Fishing Pier and Kayak Launch

Issued January 23, 2015



OWNER: CITY OF GREENVILLE
200 WEST 5TH STREET
GREENVILLE, NORTH CAROLINA 27834

ADVERTISEMENT FOR REQUEST FOR PROPOSAL

The City of Greenville Recreation and Parks Department is seeking proposals for the provision of a floating fishing pier and kayak launch at Town Common, 105 East 1st Street, Greenville, NC 27834. Companies that are interested in providing the required services are invited to submit a proposal, in electronic format only, to Lamarco Morrison, Parks Planner, at lmorrison@greenvillenc.gov. Each firm company is solely responsible for the timely delivery of its proposal. All proposals must be received by **2:00 pm local time on Tuesday, February 24, 2015**. No proposal package will be accepted after this deadline. Companies accept all risks of late delivery regardless of fault. Any proposal not prepared in conformance with instructions contained in the RFP will not be considered.

For further information contact Lamarco Morrison at (252) 329-4562.

The City reserves the right to reject any or all proposals received.

Project Scope

This project consists of the provision of the design, material, equipment and construction of a floating fishing pier that will also be used as a launching dock for kayaks and canoes.

Proposers shall submit a proposal for the design and complete construction/installation of the pier. The final construction drawings shall be based on the following criteria:

Pier and Kayak Launch Design:

Provide sealed engineering drawings and specifications to include but not limited to site plan with access from the existing parking area.

- **Site Prep** – The Contractor shall demolish the existing fishing pier in its entirety and dispose of all material off site. Clear and clean proposed location of pier free of trash and debris in preparation for construction.
- **Pier** – The pier shall be fifteen feet (15') wide with an appropriate length to provide access from the existing access drive. The proposed pier shall be designed with all required structural anchoring to accommodate the fluctuation of water levels and water current of the Tar River.

The Contractor to whom the contract is awarded shall submit application for and obtain all required permits and approvals prior to construction. Engineering plans and specifications must be approved by the City before proceeding with the work.

INSTRUCTION TO PROPOSERS

1. Proposers shall be familiar with the project site and existing conditions prior to submitting a proposal. The contractor to whom the award is made shall be responsible for all measurements and calculations required to install the pier. The contractor shall perform, or have performed, all necessary site layouts (both lines and grades) for construction. Changes in the contract amount will not be granted due to error in measurements and existing site conditions.
2. Proposals will be received for Single Prime Contract. All proposals shall be lump sum for professional services and construction.
3. The contractor to whom the award is made shall furnish all required sealed construction drawings, specifications, and documentation required for approvals and permitting. It shall be the contractor's responsibility to obtain all necessary and required permits, approvals and inspections. These permits shall be presented upon demand.
4. The contractor to whom the award is made shall be responsible for providing all construction related materials, labor, equipment, supervision, tools, machinery, etc. for complete construction of the project in accordance with the plans and specifications approved by the City of Greenville. The contractor shall work crews of adequate number, size, and experience to properly perform the work. The interpretation of the number of crews, size, and experience will be determined by the City of Greenville as to their adequacy.
5. It is the intent of the City to award the contract based on the quality of the proposal, qualifications and price for the work.
6. Except to the extent allowed by statute, proposals shall not be withdrawn and shall remain subject to acceptance by the City for a period of 90 days.
7. Prospective proposers must present satisfactory evidence that they have been regularly engaged in the business of constructing such work, and that they are fully prepared with the necessary capital, equipment, etc., to begin the work promptly, and complete the same in accordance with specifications.
8. The contractor for whom the award is made is required to commence work within ten (10) **days** after written notice from the Parks Planner. Termination of work shall also be controlled by the City of Greenville.
9. Each proposal shall contain the full name and address of each proposer. When firms bid, the name of each member shall be signed and the firm name added, and the execution shall be done as more specifically stated herein under the following section.

INSTRUCTION TO PROPOSORS – *Continued*

10. The contractor(s) to whom the award is made must carry insurance in the amounts and types outlined in the Insurance Requirements section of this document. The insurance herein required shall be with an insurance company authorized to do business in North Carolina and having a BEST rating of A or better.

11. Insurance shall be evidenced by a certificate:

- Providing notice to the City of not less than 30 days prior to cancellation or reduction of coverage
- Certificates should be addressed to:
City of Greenville, North Carolina
Attn: Lamarco M. Morrison
PO Box 7207
Greenville, NC 27835 – 7207

12. The traditional certificate form will remain as evidence of insurance coverage but this will no longer suffice to document that the City is an additional insured, even if the certificate so states. In order to comply with the with the additional insured requirements, contractors will need to carry one of two types of additional insured endorsements to the policy:

- Option 1 - A specific additional insured **endorsement** to make the City of Greenville, NC an additional insured for the purpose of the contract, or
- Option 2 - A blanket additional insured **endorsement** to cover all companies (including the City of Greenville, NC) that require additional insured protection.

If a contractor chooses Option 1, the specific endorsement, the required documentation for City Contracts is:

- A certificate of insurance to document the coverage, plus
- An **original** of the endorsement to effect the additional coverage.

If a contractor chooses Option 2, the blanket endorsement, the required documentation for City Contracts is:

- A certificate of insurance to document the coverage, plus
- Statements by the agent on the certificate of insurance that:
 - The general liability policy includes a blanket additional insured endorsement showing the endorsement form number, and
 - The City is an additional insured.

INSTRUCTION TO PROPOSORS – *Continued*

13. Indemnification.

- a) To the maximum extent allowed by law, Contractor shall indemnify and save harmless Indemnities from and against all charges that arise in any manner from, in connection with, or out of this contract (including, but not limited to, charges that arise as a result of acts or omissions of Contractor, Indemnities, or any other person, firm or corporation). In performing its duties under this subsection “a”, Contractor shall at its sole expense defend Indemnities with legal council reasonably acceptable to the City of Greenville (“City”).
- b) Definitions. As used in subsections “a” above and “c” below – “Charges” means claims, judgments, costs, damages, losses, demands, liabilities, obligations, fines, penalties, royalties, and expenses (including interest and reasonable attorney’s fees assessed as part of any such item); “Contractor” means all parties to this contract other than City; and “Indemnities” means City and its officers, officials, independent contractors, agents, and employees.
- c) Limitation of Contractor’s Obligation. If this is in, or is in connection with, a contract relative to the design, planning, construction, alteration, repair or maintenance of a building, structure, highway, road appurtenance or appliance, including moving, demolition and excavating therewith, then subsection “a” above shall not require the Contractor to indemnify or hold harmless the City, its independent contractors, agents, employees, or indemnities against liability for damages arising out of bodily injury to persons or damage to property proximity caused by or resulting from the negligence, in whole or in part, or the City, its independent contractors, agents, employees, or indemnities.

14. The proposer is hereby directed NOT to include the N.C. Sales Tax in the proposal bid total. The contractor to whom the award is made will be required to submit a sworn statement on the first day of each month itemizing the purchases and taxes paid thereon and certifying that the articles purchased were used in work performed for the City of Greenville.

15. General Contractors are notified that Chapter 87, Article 1, General Statutes of North Carolina will be observed in receiving and awarding general contracts. General contractors submitting proposals on this project must have license classification for general contractor. **NOTE:** Under GS 87-1, a contractor that superintends or manages construction of any building, highway, public utility, grading, structure or improvement shall be deemed a “general contractor” and shall be so licensed. Therefore a single prime project that involves other trades will require the single prime contractor to hold a proper General Contractors license.

16. Proposers are requested to return proposals to the City of Greenville Recreation and Parks Department prior to the opening of proposals. Proposals will be opened promptly at the time specified in the Advertisement for Request for Proposal.

17. Substitutions: Any contractor proposing a substitution shall bear the entire cost of incorporating the substitution into the finished work, including costs of administration, redetailing, redesigning and changing the work of other contractors and sub-contractors.

18. All work under this contract shall be completed within one hundred and sixty (120) days from the date affixed in the Notice to Proceed.

19. Any questions regarding the Contract Conditions and Bid Documents should be directed to Lamarco Morrison, Parks Planner at (252) 329-4242.