

Request for Proposals



DOCUMENTS & SPECIFICATIONS FOR SALE OF DREDGED MATERIAL

September 2015

**Return responses no later than October 28, 2015
by 3:00 P.M to the attn:**

**Middlesex County
Matt Walker, County Administrator
877 General Puller Hwy
PO Box 428
Saluda, Va. 23149**

**Fax Number: (804) 758-0061
Phone Number: (804) 758-4330**

SPECIFICATIONS

PROJECT: Sale and Removal of Dredged Material from Broad Creek Disposal Site.

PLACE: Broad Creek Dredged Material Disposal Site, Deltaville, Virginia

SEND PROPOSALS TO: Matt Walker, County Administrator
P.O. Box 428
877 General Puller Highway
Saluda, VA 23149

BID DUE DATE: October 28, 2015 @ 3:00 P.M.

Sealed bids will be received through the Bid Receipt time and date as stated above. Envelopes are to be marked "Sale of Dredged Material". The bids so received will be opened and publicly read at the time and date stated above. The bids will be received in the office of the County Administrator. Bid opening will take place in the Conference Room or Historic Courthouse Meeting room depending upon space requirements. Both are located at 877 General Puller Highway, Saluda, Virginia.

INSTRUCTIONS TO BIDDERS

1) SCOPE OF WORK

The County of Middlesex, (the Owner), is seeking qualified companies to purchase, excavate, remove and transport approximately 62,000 to 75,000 cubic yards of dredged material (mixture of sand and fines) from the Broad Creek Dredged Material Site in Deltaville. Material removed from the site may be used both on publicly owned or privately owned lands in conjunction with construction and/or filling operations as well as projects being conducted by private business sector developers. In addition to general construction and filling projects, the US Army Corps of Engineers has identified multiple beneficial uses for dredged material such as habitat restoration and development, beach nourishment, shoreline stabilization and erosion control as referenced in their Beneficial Uses of Dredged Material – Engineer Manual 1110-2-5026 .

Dredged Material is sold "As Is, Where Is". The County makes no representations or guarantees as to the material's quality, condition or quantity. Prospective bidder(s) are expected to perform their own due diligence prior to their submission of proposals.

Therefore, the purpose of this request for proposal is to solicit interest in the purchase and removal of Middlesex County's dredge material for a lump sum as per specifications, terms and conditions listed herein.

2) AWARD

The County prefers to award this contract to the bidder(s) offering the highest price for the material and the earliest removal timeframe, including orderly excavation and removal of material, by no later than October 31, 2017. In no case is the County willing to pay bidder for material removal. No award will be made until all necessary inquiries have been made into the responsibility of the highest conforming bidder(s), and the County is satisfied that the bidder is qualified to do the work and has the necessary organization, capital and equipment to perform under the terms of the contract.

The County reserves the right to sell material to more than one bidder, to accept or reject any or all bids, in whole or in part and to waive any non-conformance or any irregularities received, whenever such rejection or waiver is in the best interest of the County. Also, the County reserves the right to sell material to the Bidder(s) submitting bids that the County, in its sole discretion, determines will be most advantageous and beneficial. The County will be the sole judge of which proposal will be in its best interest and its decision will be final.

3) SITE VISIT

A voluntary site visit will be held at 2:30 p.m. on Thursday, October 15, 2015, at the Deltaville Dredged Material Disposal Site initiated from the Deltaville Maritime Museum, 287 Jackson Creek Rd, Deltaville, VA 23043. Meet in front of the museum pavilion to be escorted to the site location. If you have any questions, please call the Project Manager: Matt Walker, Phone: (804) 758-4330.

4) CERTIFICATION/VENDOR QUALIFICATIONS

Bidder must be qualified, licensed and properly equipped to remove material and must maintain the proper insurance, permits and other requirements pursuant to all applicable laws, statutes, ordinances, rules and regulations of the Federal Government, the Commonwealth of Virginia and the County of Middlesex, Virginia. All interested bidder(s) must become fully aware of the technical specifications provided in this request for proposals. Failure to do so will not relieve a successful bidder of its obligation to conduct and complete the scope of work at the prices proposed and in accordance with required completion date of this project.

5) CONTACT PERSON

Bidder(s) awarded a contract shall have a contact person available at or reasonably near the worksite that shall be in contact with the worksite whenever any work is in progress at this site. This contact person shall be responsible for handling or coordinating the handling of emergency situations, traffic problems or any other situation demanding immediate attention in connection with its operation on the Site. In addition, Bidder(s) awarded a contract shall provide the Middlesex County Administrator's Office with a telephone number or numbers where a representative can be reached to respond to situations requiring the immediate attention related to use of the Site.

6) ASSIGNMENT PROHIBITED UNLESS APPROVED BY MIDDLESEX

The Bidder(s) awarded a contract shall not sell, sublet, transfer, or assign this Contract or any portion thereof, nor any of the rights or responsibilities created hereunder to any other person or entity, unless approved in writing by Middlesex County.

7) INDEMNIFICATION/HOLD HARMLESS

The bidder (s) awarded shall indemnify, defend and hold the Commonwealth of Virginia, the County of Middlesex, and all of their respective officers, agents and employees harmless against any and all claims, actions, demands, losses, liabilities, and damages of whatsoever kind or nature, whether prosecuted by Awarded Bidder(s) or by third parties, resulting from any act, action, or omission (except if caused by the negligence or willful misconduct of Middlesex County and its agents), including but not limited to personal injuries including death, property damage or any other loss to the extent arising out of, incidental to or in any way connected to the awarded bidder(s) activities on or its use and occupation of the Site. The provisions of this Article shall survive the Term of this Contract as such provisions may relate to Awarded Bidder's obligation to indemnify, defend and hold harmless the State of Virginia, the County of Middlesex, and all of their respective officers, agents and employees from and against any claim or demand that arose during the time this Contract was in force and effect.

8) INSURANCE

The Contractor shall maintain and provide evidence of having worker's compensation insurance at the time of signing the contract.

The Contractor acknowledges that he is an independent contractor, and not an agent or employee of the Owner. The Contractor further agrees to indemnify and hold harmless the Owner, its officers, agents, officials and employees free from any loss, claim, demand, liability, cost or suit of whatsoever nature arising out of or in any way related to the work to be performed by the Contractor herein. The Contractor shall procure, and shall maintain throughout the life of the Contract, Automobile, Workers Compensation and Commercial General Liability Insurance, with the County named as an additional insured on the Auto and Liability policies, and shall provide the County with proof of same. These insurances shall be in the following amounts:

General Aggregate	\$2,000,000.00
Each Occurrence	\$1,000,000.00
General Aggregate	\$2,000,000.00
Products - Comp/Op Agg.	\$2,000,000.00
Automobile	\$2,000,000.00
Personal & Adv. Injury	\$1,000,000.00
Each Occurrence	\$1,000,000.00
Fire Damage (any one fire)	\$ 50,000.00
Medical Expense (any one person)	\$ 5,000.00

9) PRESERVATION OF PROPERTY

The Awarded Bidder(s) shall preserve and protect from damage to all public and private property located along and adjacent to the Disposal Site by equipment operated by Awarded Bidder(s) or

their subcontractors. Such property includes, but is not necessarily limited to public and private shrubs, crops, signs, monuments, fences, guardrails, pipes and underground structures, surfaces of public highways (excepting natural wear and tear of surfaces occurring as a result of the lawful use thereof by the Awarded Bidder(s)). Whenever such property is damaged due to the activities of the Awarded Bidder(s), it shall be immediately restored to a condition similar or equal to the condition that existed before such damage or injury occurred. Repair or restoration of the damaged property shall be accomplished at the Awarded Bidder's sole expense and in a manner acceptable to the owner thereof.

The Awarded Bidder(s) shall protect existing berms, dikes and de-watering devices located on the Disposal Site from damage by its equipment or its subcontractors' equipment from such use throughout the entire term of this Contract. Said property shall be inspected on a routine basis by County staff. The Awarded Bidder(s) will be required to make immediate repairs for any damage occasioned by such use at their sole expense.

10) NO REPRESENTATION OR GUARANTEE

Middlesex County makes no representation as to the quantity, quality, suitability, or consistency of the material excavated and removed by Awarded Bidder(s) from the Site. The Awarded Bidder(s) are responsible for drawing their own conclusions as to the economics and feasibility of entering into this Contract. Awarded Bidder(s) further acknowledge that, except as is explicitly stated herein, Middlesex County makes no guarantees to Awarded Bidder(s), express or implied, as to any pecuniary gain that Awarded Bidder(s) may have expected to receive as a result of entering into this Contract. Awarded Bidder(s) also acknowledge that their right and privilege to conduct the operation on the Site as provided for herein shall, in no way, be construed as affording an exclusive right to operate thereon, unless otherwise expressly stated herein.

11) SCHEDULE AND SEQUENCE PLAN

The Awarded Bidder(s) shall furnish to Middlesex County in writing and prior to commencement of any work here under a working schedule and excavation sequence plan for review and approval. Subsequently, the Awarded Bidder(s) shall promptly notify the County of any contemplated changes to the approved schedule or sequence plan, and shall promptly furnish the County with revised documents reflecting such revisions for review and approval. The County hereby agrees that it will not unreasonably withhold approval of such revisions, although Middlesex County specifically reserves the right to modify such revisions in a manner as may be deemed prudent and in its best interest. Middlesex County reserves the right to designate the point or points at which the work is to be conducted and the general limits of excavation, which shall be commensurate with quantity of material, needed by Awarded Bidder(s).

12) PROSECUTION OF THE WORK

Awarded Bidder(s) will be held responsible for any damage to Middlesex County Property occurring as a result of any act or omission by them, their agents, their subcontractors or any other entity acting on their behalf. Awarded Bidder(s) agree to cooperate fully with the County to promote general harmony with residences and businesses in the vicinity of the Disposal Site and to facilitate operations on the Site.

Upon execution of a Contract, Awarded Bidder(s) shall notify Middlesex County in writing of its intention to begin work giving notice not less than five (5) calendar days in advance of the date on which it proposes to begin. If the Awarded Bidder(s) should complete all of their operations on the Site prior to October 31, 2017, they shall notify the County in writing within five (5) days after the date on which they completed all of their operations on the Site at which time this Contract shall terminate.

All of Awarded Bidder's operations on the Disposal Site shall be performed only during daylight conditions between the hours of 7:00 a.m. and 7:00 p.m., Monday through Saturday, without exception.

The Awarded Bidder(s) shall at all times conduct their operations in such a manner and in such sequence as to ensure the least practicable interference with other vehicular traffic. The Awarded Bidder's and their subcontractor's vehicles and other equipment shall be maintained and operated in such a manner that they will not create a nuisance, hazard, or hindrance to the traveling public.

All equipment and machinery belonging to either Awarded Bidder(s) or their subcontractors and used by either on the Site shall be maintained in a satisfactory working condition throughout the entire period of use. This will include adequate equipment maintenance procedures to ensure the elimination of unnecessary noise caused by loose body parts on all construction equipment. All engines shall be equipped with functional exhaust silencers. Equipment which is determined by the County to be excessively noisy shall be removed from the job, or altered or repaired to the satisfaction of the County. Excessive tailgate banging by haul trucks will be prohibited. All stationary equipment such as pumps, compressors, generators, etc., shall be screened from noise sensitive receivers if the equipment is to operate beyond normal working hours in order to reduce noise impacts.

Upon completion of their work on the Site, the Awarded Bidder(s) shall leave the Site clean and free of rubbish, debris, noxious materials and the like caused by or occurring as a result of their activities thereon. Awarded Bidder(s) shall remove all such waste products from the Site and shall dispose of the same in a suitable manner.

13) RECEIPT OF BIDS

To be considered, bids must be received within the time period specified in the Invitation to Bid. Bids received after the specified time will be returned unopened.

14) BID SIGNATURE REQUIRED

All bids must be signed with the firm name and by a representative with the authority to bind the company with his/her signature.

15) PRICES ARE FIRM

Bid prices will be assumed firm for 90 days after the opening of the bids unless otherwise stated by Middlesex County or the bidder.

16) TERMS OF PAYMENT

Middlesex County would prefer payment in full for material upon execution of a contract prior to excavation work commencing. However, due to the nature of project and potential excavation schedules and timeframes, the County may entertain alternative payment schedules or arrangements with the winning bidder(s).

17) CHANGE ORDERS

Any changes to an existing purchase order or contract must be approved in advance through the Office of the County Administrator. Middlesex County will not assume any responsibility for the cost of changes without prior approval.

18) PERMITS

The Contractor is required to obtain all necessary approvals and permits from other agencies, including, but not limited to the Middlesex County, Planning Department and Building Official and Commonwealth of Virginia.

19) RESPONSIBLE BIDDER CRITERIA

In considering the responsibility of bidders, Middlesex County will examine the following factors:

- A. Highest Lump Sum bid for material.
- B. Ability to meet required completion date
- C. Ability to complete removal of material on earlier timeframe
- D. Adherence to specifications listed on this RFP
- E. Experience in successfully planning and removing dredged material at similar excavation sites/projects while not damaging existing berms, piping, and other drainage infrastructure.

In this regard, Middlesex County reserves the right to reject any and all proposals, in whole or in part, and to waive any non-conformance in proposals or any irregularities received, whenever such rejection or waiver is in the best interest of Middlesex County

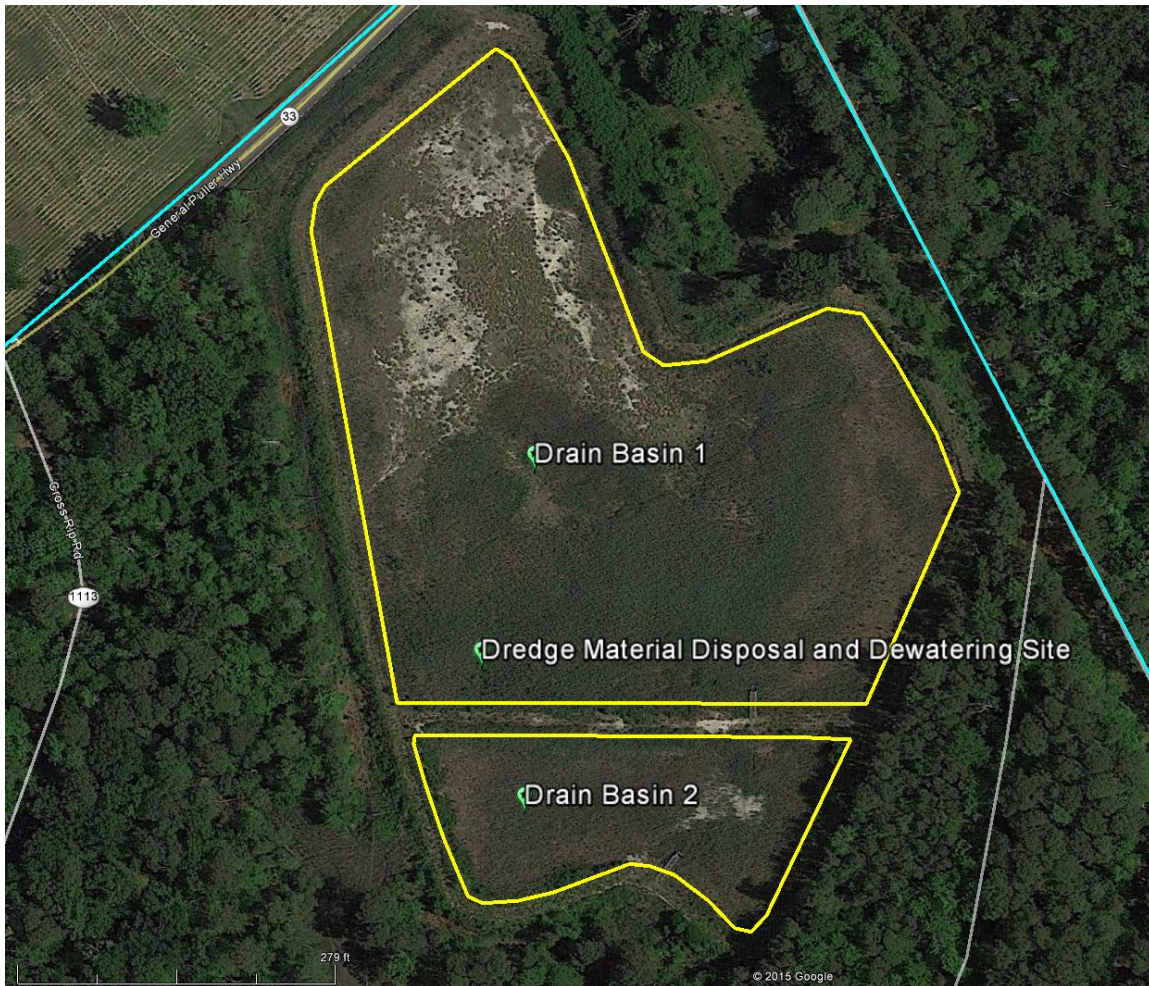
20) Performance and Maintenance Bond

The winning bidder may be asked to enter into agreement and post a performance and maintenance bond in an amount mutually agreed upon by the County and the bidder. The purpose of this bond shall be for guarantee of performance and completion of the contract as well as proper care and protection of the established berms, piping and drainage infrastructure present at the Broad Creek Disposal Site as depicted on the attached "Broad Creek Plans for Placement Area Refurbishment" stamped and dated August 19, 2009 and as they exist at the time of contract. It is expected that great care be taken to avoid damaging the site's existing infrastructure while dredged material is removed in execution of the contract.

21) Estimated amounts to be excavated

Generally, the county desires to have dredged material excavated and removed from both of the referenced disposal and dewatering basins to a depth of +6 feet MLLW as referenced on the

attached “Broad Creek Plans for Placement Area Refurbishment” stamped and dated August 19, 2009. It is uncertain as to the specific total amount of dredge material available, as placement on the site is somewhat undulating and lacks uniform elevation. The Bidder is bidding on the amount of dredged material above +6 MLLW in both basins, while leaving the berms, piping and drainage infrastructure intact and undamaged.



Area approximately 249,000 square feet

If Average depth is...	Est. Cubic Yards of Material
8'	73,700 +/-
10'	92,200 +/-
12'	110,600 +/-

BID FORM

In compliance and subject to the Specifications for Sale and Removal of Dredged Spoil Site Material and the documents therein specified, all of which are incorporated herein by reference, the undersigned bidder proposes to furnish all labor, equipment, and materials and perform all work necessary to carry out and complete this project.

BASE BID:

Excavation and removal of dredged material in both basins to a maximum excavated elevation of +6 MLLW:

Lump Sum Bid of: \$ _____ And _____/100 Dollars.

ATTACHED PROPOSAL NARRATIVE (Required)

Bidder(s) must provide a proposal narrative that describes their firm's ability to respond to this RFP and their ability to purchase the material and complete the associated excavation and removal of purchased dredged material. At minimum the proposal should cover the firm's:

- A. Ability to meet and finish work on the dredged material site by the required completion date.
- B. Any ability or proposal to complete the removal of material on earlier timeframe.
- C. The firm's ability to adhere to specifications and requirement listed within this Request for Proposals.
- D. The firm's experience in successfully planning and removing dredged material at similar excavation sites/projects while not damaging existing berms, piping, and other drainage infrastructure.

Contract award will also consider the responsiveness to this request for proposals, time for completion along with proposer's successful experience in similar site operation.

A bid bond in the amount of 5% of the amount bid shall be submitted with the bid (if bid is in excess of \$100,000). A certified check or cashier's check made payable to Middlesex County in the amount of 5% of the amount bid may be submitted with the bid in lieu of a bid bond. Further, a performance bond may be required to insure completion of removal of materials from the Dredged material site within the contracted timeframe.

Time for Completion

The undersigned understands and agrees that the time for completion of the entire project shall be October 31, 2017. The date of commencement of the work is anticipated to be December 1, 2015, or as specified in the Notice to Proceed. A charge of \$50.00 per day will be charged for any portion of days that the project goes over the contract completion date, unless otherwise provided for by written agreement.

Contract Execution

The Owner reserves the right to accept or reject any or all bids or parts of bids and to request re-bids. The Owner reserves the right to award a bid in a split order, lump sum or per cubic yard basis, any combination that will best serve the needs of Middlesex County.

The contractor certifies that he has understanding of the project work.

Acknowledgment of Addenda (if applicable)

No. 1, Date _____ Signature _____

No. 2, Date _____ Signature _____

No. 3, Date _____ Signature _____

I certify that the firm name given below is the true and complete name of the Bidder and that the Bidder is legally qualified and licensed by the Commonwealth of Virginia Department of Commerce, State Board for Contractors, to perform all Work included in the scope of the Contract.

Virginia License No. _____ Bidder _____
(Name of Firm)

Contractor Class _____

Specialty _____ By _____
(Signature)

Valid Until _____
(Typed Name)

FEIN/SSN _____ Title _____

If Partnership (List Partners' Names)

If Corporation, affix Corporate Seal and list
State of Incorporation

(Affix Seal)

Business Address:

Telephone # _____

Fax # _____