

TOWN OF SURF CITY – DUNE RESTORATION
CONTRACT
PART I – INSTRUCTIONS TO BIDDERS

NOTICE

Upon receiving this proposal by internet or email, email Stephanie Hobbs, Town Clerk, shobbs@townofsurfcity.com to register as a prospective respondent. Failure to register as a prospective respondent may result in your firm not receiving proposal addenda. Failure to acknowledge proposal addenda with your submittal may cause your proposal to be considered non-responsive.

PREFACE

Following the erosion impacts of Hurricane Joaquin and the severe lunar tides, the Town of Surf City is requesting proposals for a compressive beach sand push for the enhancement of our dune structure and the temporary protection it affords.

The current beach push needs will be conducted on all of the Town of Surf City jurisdiction's beach strand. The contractors would also be on standby and contacted to perform similar beach sand pushing under any unforeseen emergency dune repair needs. In the interest of having the work done at the highest standards, within the permit and time constraints, the following specification, requirements and conditions apply to any contractors in order to be considered. The contractor must complete the attached proposal form.

1.00 DEFINITIONS

- 1.01 Bidding Documents include the Invitation to Bid, Instructions to Bidders, The Bid Form and the proposed Contract including any Addenda issued prior to the receipt of bids.
- 1.02 The Contract Documents ("Contract") proposed for the work consists of this document, Parts I through V and all Addenda issued prior to and all Modifications issued after execution of the Contract.
- 1.03 A Bid is the complete and properly signed proposal to do the work for the sums stipulated therein, as submitted in accordance with the Bidding Documents.
- 1.04 The Unit Price Bid is the sum stated in the Bid for which the Bidder offers to perform the work described in the Bidding Documents as the base to which work may be added or from which work may be deleted for sums stated in Alternate Bids.
- 1.05 As used in this Contract "Town Management" will usually refer to the Mayor, Town Manager and/or Building Inspector of the TOWN acting alone or together.

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2.00 BIDDER REPRESENTATIONS

2.01 Each Bidder by making his Bid represents that:

- A. Bidder has read and understands the Bidding Documents and his Bid is made in accordance therewith.
- B. Bidder has visited the sites (beach strand and frontal dunes), has familiarized himself with local conditions under which the work is to be performed and has correlated his observations with the requirements of the Contract.
- C. No consideration will be given any Claim based on lack of knowledge of existing conditions except where Contract makes definite provisions for adjustments of cost or extension of time due to existing conditions that cannot be readily ascertained.
- D. The Bid as submitted is based upon providing the labor, materials, systems and equipment required to complete the “Scope of Work” without exceptions.

3.00 INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS

- 3.01 Bidders will promptly notify Mr. Larry Bergman, Town Manager, of any ambiguity, inconsistency or error, which they may discover upon examination of the Bidding Documents.
- 3.02 Bidder requiring clarification or interpretation of the Bidding Documents will make written request which will reach the Town Manager at least four (4) calendar days prior to the date for receipt of bids.
- 3.03 Any interpretation, correction or change of the Bidding Documents will be made by Addenda issued by the TOWN. Interpretations, corrections or changes of the bidding documents made in any other manner will not be binding, and Bidders will not rely upon such interpretations, corrections, or changes.

4.00 BIDDING PROCEDURE

- 4.01 Sealed bids will be addressed to Town Clerk and marked “DUNE RESTORATION CONTRACT” at 214 N. New River Drive, PO Box 2475, Surf City, NC 28445-9821. Deadline for submittal of bids will be ***1:30pm on Tuesday, November 24, 2015***, at which time the bid opening and reading will take place in the boardroom of the Town Hall. Interested parties are recommended to attend the ***Pre-bid Conference scheduled at 1:30pm on Tuesday, November 17, 2015***, also in the boardroom of the Town Hall. The Town Manager will make the selection,

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following which the selected bidder will be notified.

- 4.02 **All bids will be submitted in duplicate on a form identical to the form included with the Bidding documents. Copies will be signed by the person or persons legally authorized to bind the Bidder to a Contract. A Bid by a Corporation will further give the state of incorporation and have the corporate seal affixed.**
- 4.03 The unit Price Bid Sum will be expressed in figures.
- 4.04 Any interlineations, alteration or erasure must be initialed by the signer of the Bid.
- 4.05 Failure to submit a Bid in the form requested or inclusion of any alternates, conditions, limitations or provisions not called for will render the bid irregular, and will be considered sufficient cause for rejection of Bid.
- 4.06 Bids will be delivered to reach the address designated in the Invitation to Bid not later than the hour and date established for deadline for acceptance of bids. After that time, no bids will be received, nor may they be withdrawn. **Faxed or E-mailed bids will not be accepted.**
- 4.07 No Bid may be modified, withdrawn, or canceled by the Bidder for a period of NINETY (90) calendar days following the time designated for receipt of bids, and each Bidder agrees by submitting his Bid.

Negligence or error on the part of any Bidder in preparing his Bid confers no right of withdrawal or modification of his bid after time has been called. Sureties and principals are advised that the TOWN cannot give consideration to any plea of "error" in preparation of the Bid.

5.00 CONSIDERATION OF BIDS

- 5.01 Rejection of Bids: The TOWN will have the right to reject any or all Bids not accompanied by any data required by the Bidding Documents, or to reject a Bid which is in any way incomplete or irregular.
- 5.02 Acceptance of Bid (Award): It is the intent of the TOWN to award a Contract to the lowest responsible Bidder provided the Bid has been submitted in accordance with the requirements of the Bidding Documents and does not exceed a fair and equitable rate in the opinion of the TOWN. The TOWN will have the right to reject any or all bids and/or waive any informality or irregularity in any bid or bids received and to accept the Bid or Bids, which in its judgment is in the TOWN'S best interest. A Bidder to whom a Contract is awarded is referred to herein as "CONTRACTOR".

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6.00 **INSURANCE**

6.01 Careful attention is directed to insurance. The CONTRACTOR should carefully review his insurance in order to be completely and adequately covered with regard to special hazards, etc. **Certificates for Worker's Compensation, General Liability and Vehicle/Equipment Insurance will be required and submitted as part of the bid package.** The CONTRACTOR will maintain at minimum the following limits of liability.

Workman's Compensation and Employer's Liability	Statutory (for the State in which the work is to be performed and the State of domicile of the CONTRACTOR) and \$500,000 Employer's Liability
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CONTRACTOR'S General Liability Ins. \$ 1,000,000

CONTRACTOR'S Vehicle Ins. \$ 1,000,000
(Combined Single Limit – Bodily Injury and Property Damage)

The CONTRACTOR'S Comprehensive General Liability Insurance will include coverage for premises operations, independent contractors, completed operations, scope of work, products and contractual exposures as will protect the CONTRACTOR from claims arising out of any bodily injury, including accidental death, as well as, claims for property, damages which may arise from operations under this contract, whether such operations be by the CONTRACTOR or by any other subcontractor or any other person directly or indirectly employed by any of them. The Town of Surf City must be named as an additional insured prior to initiation of the scope of work under the Contractors General Liability Insurance. Automobile Liability Insurance shall include coverage for all owned, hired and non-owned vehicles.

6.02 All Workman's Compensation and Employer's Liability insurances will expressly provide all rights of subrogation against TOWN and its officials and employees are waived. General Liability Insurance and Vehicle Insurance will specifically name TOWN as an additional insured party and will be primary to any and all insurance of TOWN.

7.00 **TIME/COMPLETION SCHEDULE**

7.01 This Contract will be valid for the period from ***November 15, 2015 thru December 31, 2016.***

7.02 This Contract will compose of two components regarding time schedule: the first component will be a notice to proceed expected to be initiated on or about the last

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week of November 2015 and the second component will be a “Standby / as Needed” Contract to be initiated in the event of additional permitted dune restorations requirements.

- 7.03 CONTRACTOR must be mobilized, equipment on site and scraping the beach within 1 (one) week following notification to proceed.
- 7.04 In order to maximize sand allowance the CONTRACTOR will scrape the beach during the three (3) hours directly before low tide and three (3) hours following (the tide schedule for the month of November 2015 and December 2015 is provided as Attachment 1).
- 7.05 CONTRACTOR will only operate equipment and complete beach scraping during daylight hours.
- 7.06 CONTRACTOR must complete the entire beach strand within 30 days of notice to proceed with regarding First Contract Component described in 7.02 of this section.
- 7.07 No dune rehabilitation activities will occur from April 1 through November 15 of any year without prior approval of North Carolina Division of Coastal Management.
- 8.00 **CERTIFICATES**
- 8.01 Payment will be made within ten (10) days after submission of weekly pay applications (invoices). **Payment will be based on the rate schedule at the awarded unit prices and as measured by the Town Manager or his designate. Five percent (5%) of all invoices will be retained until the contract is complete to the satisfaction of the Town Manager.**
- 9.00 **SAFETY**
- 9.01 CONTRACTOR will be solely responsible for maintaining safety, at all work sites, during mobilization, setup and demobilization. CONTRACTOR will take all reasonable steps to insure safety for both workers and visitors to the site, to include traffic control, during mobilization, setup and demobilization. If the Town’s Inspector deems any work practices unsafe he may at his discretion stop work until the safety issue is corrected.
- 9.02 CONTRACTOR will work only during daylight hours.
- 9.02 Any equipment left on site between pushing sessions shall be cordoned off with safety tape to notify the public to stay away from the equipment. Any equipment not in use for more than 96 hours must be removed from the beach and stored at an

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approved town parking area or out of town at the CONTRACTOR'S discretion. Failure to remove equipment from the beach when not in use beyond these limits may result in a penalties of \$100 a day.

9.03 CONTRACTOR will make every effort possible to minimize any negative impacts of trucks and construction equipment on roadway, public beach, beach accesses and pedestrian traffic. The CONTRACTOR will ensure the ability of individuals to access and enjoy the beach is not impeded outside of the immediate construction limits.

10.00 LOCATIONS FOR BEACH RESTORATION

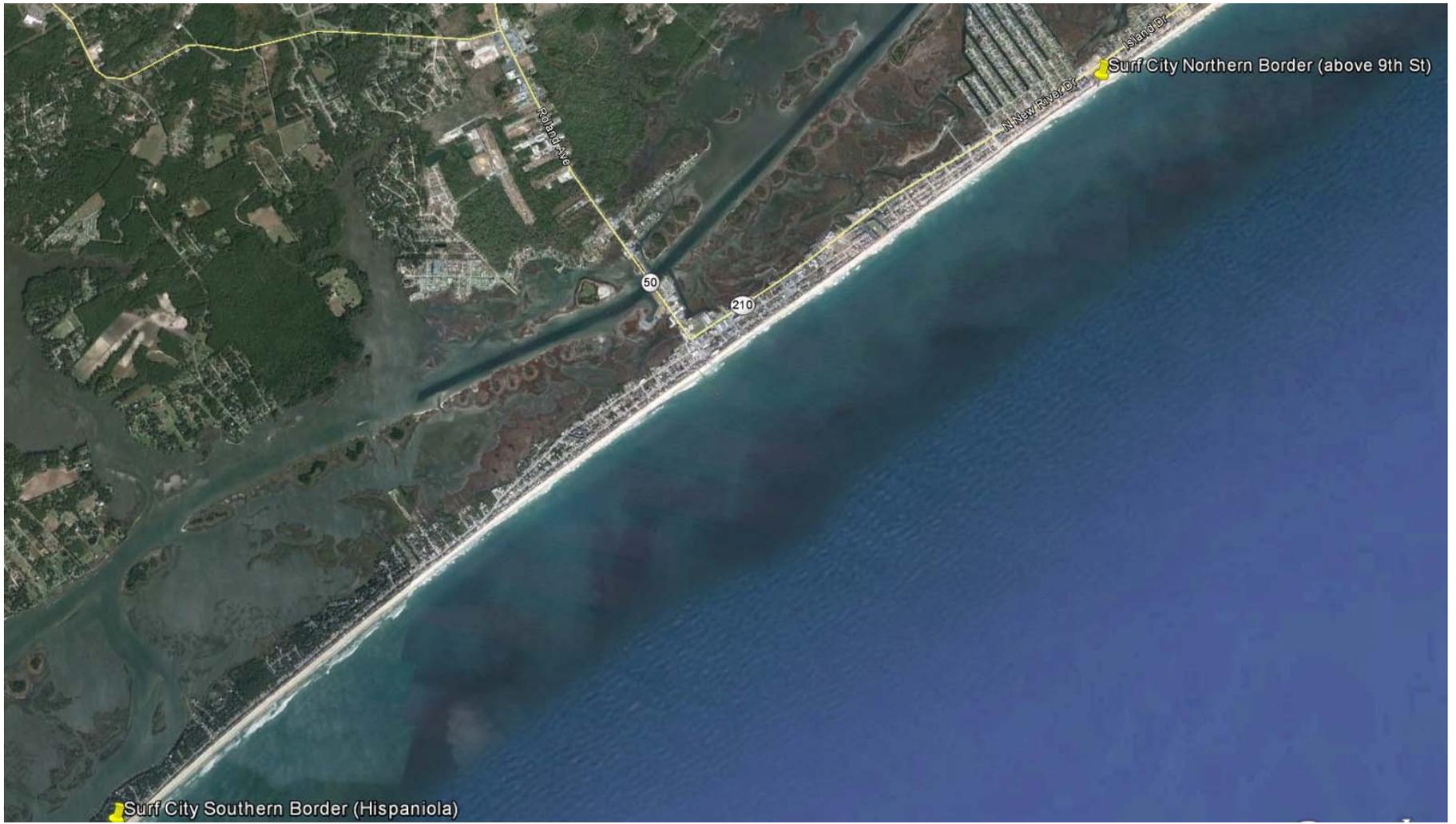
10.01 For the first component of this contract the CONTRACTOR will complete the entire reach of the Surf City beach, within the City Limits defined as the north terminus at the 9th Street Crossover and the south terminus at the Observation Tower, directly across from Hispaniola Ln. (see **Figure 1**).

10.02 The Beach scraping will be completed vertically from the existing mean low water contour to the toe of the frontal dune.

10.03 Locations for Beach scraping activities for Standby / As Needed activations will be determined and clearly identified with notice to proceed.

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Figure 1
Surf City Beach Corporate Limits



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11.00 PERFORMANCE REQUIREMENTS

11.01 TOWN'S right to carry out the work:

If the CONTRACTOR defaults or neglects to carry out the Work in accordance with the Contract and fails within a one (1) day period after receipt of written notice from the TOWN to commence and continue correction of such default or neglect with diligence and promptness, the TOWN may, without prejudice to other remedies, correct such deficiencies. In such case an appropriate Change Order will be issued deducting from payments then or thereafter due the CONTRACTOR the cost of correcting such deficiencies, including compensation for the TOWN'S additional services and expenses made necessary by such default, neglect or failure. If payments then or thereafter due the CONTRACTOR are not sufficient to cover such amounts, the CONTRACTOR will pay the difference to the TOWN.

12.00 TERMINATION BY THE TOWN FOR CAUSE:

12.01.1 The TOWN may terminate the Contract if the CONTRACTOR:

- a. persistently or repeatedly refuses or fails to supply enough properly skilled workers or proper equipment to perform in a timely manner as determined by the Town Management;
- b. fails to make payment to subcontractors or suppliers for materials or labor in accordance with the respective agreements between the CONTRACTOR and subcontractors/suppliers;
- c. persistently disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction; or
- d. otherwise is guilty of a substantial or material breach of sections 16.00, 17.00 or other provisions of the Contract.

12.01.2 When any of the above reasons exist, the TOWN may without prejudice to any other rights or remedies of the TOWN and after giving the CONTRACTOR and the CONTRACTOR'S surety, if any, one (1) day written notice, terminate employment of the CONTRACTOR and may, subject to any prior rights of the surety:

- a. accept assignment of subcontracts and supplier agreements; and/or
- b. finish the Work by whatever reasonable method the TOWN may deem

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expedient.

12.01.3 When the TOWN terminates the contract for one of the reasons stated in Subparagraph 12.01.1, the CONTRACTOR will not be entitled to receive further payment until the Work is finished.

12.01.4 If the unpaid balance of the Contract sum exceeds additional costs incurred while finishing the Work, including compensation for the TOWN'S services and expenses made necessary thereby, such excess will be paid to the CONTRACTOR. If such costs exceed the unpaid balance, the CONTRACTOR will pay the difference to the TOWN. This obligation for payment will survive termination of the Contract.

13.00 ESTIMATED QUANTITIES

13.01 The TOWN intends to give notice to proceed for the first component of this Contract to complete the entire reach of the Surf City beach strand, which is approximately six (6) linear miles. However, CONTRACTOR is advised that this is subject to alteration by NC Division of Environmental Quality – Coastal Area Management Act (NCDEQ-CAMA) evaluations and approved locations.

13.02 For the second component if this Contract, “Standby / As Needed” is to be initiated in the event of additional permitted dune restorations requirements during the Contract term. The TOWN gives no guarantee of the activation of this “Standby / as Needed” Contract or as to the total linear miles / linear feet of beach strand to complete dune restoration activities. CONTRACTOR will be advised to approved and permitted locations by NCDEQ-CAMA and the Town of Surf City if and when a Notice to Proceed is issued.

14.00 PERSONNEL

14.01 It is mutually agreed that CONTRACTOR is an independent CONTRACTOR and not an agent of the TOWN, and as such the CONTRACTOR’S personnel will not be entitled to any TOWN employment benefits, such as, but not limited to, vacation, sick leave, insurance, workmen's compensation, or pension and retirement benefits.

15.00 CONFLICT OF INTEREST

15.01 No paid employee of the TOWN will have a personal or financial interest, direct or indirect, as a contracting party or otherwise, in the performance of this Contract.

16.00 OTHER LAWS AND REGULATIONS

16.01 CONTRACTOR will comply with any and all applicable federal, state and local

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standards, regulations, laws, statutes and ordinances regarding toxic, hazardous and solid wastes and any other pollutants; public and private nuisances; health or safety; and zoning, subdivision or other land use controls. CONTRACTOR will take all reasonably necessary, proper or required safety, preventative and remedial measures in accordance with any and all regulations and directives from the North Carolina Department of Human Resources, the United States Environmental Protection Agency, the North Carolina Department of Environmental Management, Health Departments, and any other federal, state or local agency having jurisdiction, to insure the prompt prevention or cessation (now or in the future) of violations of either the applicable provisions of such standards, regulations, laws, statutes, and ordinances or any permits or conditions issued thereunder.

16.02 CONTRACTOR will comply conditions set forth in CAMA Permit #190-05 and its Army Corps of Engineers conditions. Multiple conditions are included in this Request for Proposal, CONTRACTOR may obtain a complete permit copy by request to the Town Manager.

17.00 NON-DISCRIMINATION

17.01 CONTRACTOR will take affirmative action not to discriminate against any employee or applicant for employment or otherwise illegally deny any person participation in or to the benefits of the program, which is the subject of this Contract because of race, creed, color, sex, age, disability or national origin. To the extent applicable, CONTRACTOR will comply with all provisions of Executive Order No. 11246, the Civil Rights Act of 1964, (P.L. 88-352) and 1968 (P.L. 90-284), and all applicable federal, state and local laws, ordinances, rules, regulations, orders, instructions, designations and other directives promulgated to prohibit discrimination. Violation of this provision, after notice, will be a material breach of this Contract and may result, at TOWN'S option, in a termination or suspension of this Contract in whole or in part.

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PART II – SCOPE OF WORK

1.00 GENERAL

- A. As used in this Contract, references to “Work” will be synonymous with “Scope of Work”.
- B. The CONTRACTOR will comply with all applicable Federal, State and Local codes, ordinances and requirements of all agencies having jurisdiction.
- C. Performance: The quality, of equipment (dozers, trucks and all accessories) concerning this Dune Restoration Contract must reflect continual equipment reliability and professional work and conduct during mobilization, setup and demobilization.

2.00 SCOPE OF WORK

At the request of the Town Management, the CONTRACTOR will scrap the existing beach from the existing mean low water contour to the toe of the frontal dune repairing escarpment.

- 2.01 CONTRACTOR will scrape a depth of 12” from the existing mean low water contour during the six (6) hour window of three (3) hours before low tide to three (3) hours after in order to maximize the beach width and availability of sand. CONTRACTOR will not exceed 12” in depth as measured from the pre-activity surface elevation.

- 2.02 CONTRACTOR will push sand to the dune escarpment and not over the escarpment. Where escarpment is equal to or greater than the sand available from the 12” scraping, CONTRACTOR will shape the repaired dune to ratio of 2:1. Meaning no greater than one (1) foot of drop to two (2) feet of width of the repaired dune.

Where escarpment height is less than the volume of sand available from the 12” bulldozing effort, sand will be pushed to fill the escarpment then shaped to a uniform gradual slope.

- 2.03 Disturbance of existing dunes shall be kept to a minimum.
- 2.03 CONTRACTOR will not enter private property without obtaining consent of TOWN Management and be accompanied by TOWN personnel.
- 2.04 The CONTRACTOR will be responsible for damages caused by the CONTRACTOR to both private and public property.
- 2.05 CONTRACTOR will make every effort possible to minimize any negative impacts of trucks and construction equipment on roadway, public beach, beach accesses and

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PART II – SCOPE OF WORK

pedestrian traffic. The CONTRACTOR will ensure the ability of individuals to access and enjoy the beach is not impeded outside of the immediate construction limits.

- 2.06 During and after construction, a uniform gradual slope shall be maintained between the mean high water line and the mean low water elevation contours as so not to endanger the public or interfere with the public's use of the beach.
- 2.07 During the dune reconstruction efforts if any beach crossover or existing beach access area is damaged, the crossover or access shall be restored to pre-project conditions immediately upon project completion in that specific area.
- 2.08 All dune restoration efforts will be accomplished in a way as to minimize damage to existing vegetation.
- 2.09 Any derelict sand fencing found in the dune reconstruction area will be removed from the beach prior to the initiation of dune restoration activities in that area.
- 2.10 No deep ruts will be left on the beach upon completion of the project.
- 2.11 The project site is located in an area having a high probability of containing cultural resources, such as shipwreck remains. If such materials are encountered CONTRACTOR shall immediately stop work in the identified area and contact the Town Manager or Town Project Manager assigned for the project oversight.

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PART II – SCOPE OF WORK

3.00 UNIT PRICE SCHEDULE

The Contract will be for payment on a unit price basis. Unit prices include all necessary mobilization, equipment, staffing, fuel, maintenance, insurance, overhead, profit and applicable taxes.

Unit Price No. 1

Provide, mobilize, set up, and bulldoze low tide beach, restore and shape frontal dune as described in the Part II – Scope of Work per linear foot of beach as designated, measured and inspected by the Town of Surf City Inspector / Project Manager.

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PART III – FORM OF PROPOSAL

TO: Mr. Larry Bergman, Town Manager
Town of Surf City
214 N. New River Drive, PO Box 2475
Surf City, NC 28445-9821

DATE: _____ FROM: _____
(Bidder/CONTRACTOR)

PHONE: _____ ADDRESS: _____

UNIT PRICE BID: The undersigned, having carefully examined the Instructions to Bidders and Scope of Work (Parts 1 and II) of the ***TOWN OF SURF CITY – DUNE RESTORATION CONTRACT*** dated October 20, 2015 including the following addenda:

ADDENDUM # _____ DATED: _____

ADDENDUM # _____ DATED: _____

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 Contract for the following unit price amounts.

1) Unit Price No. 1

\$ _____ /linear foot

Company Name

Signature

Title

State of Incorporation

(Corporate Seal)

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PART IV – STATEMENT OF ASSURANCES AND
COMPLIANCE

The undersigned, as bidder, certifies that the General Conditions and Instructions to Bidders found in the bidding document dated October 20, 2015 have been read and understood.

The bidder hereby provides assurance that the Firm represented and it's principals in this bid, as indicated below:

- 1.00 (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency.
- (b) Have not within a three-year period preceding this proposal been convicted of or had a civilian judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph 1) (b) of this certification.
- (d) Have not within a three-year period preceding this proposal had one or more public transactions (Federal, State or Local) terminated for cause or default.
- 1.01 Where the bidder is unable to certify to any of these statements in this certification, he or she will attach an explanation to this proposal.
- 2.00 Will comply with all requirements, stipulations, terms and conditions as stated in the bid documents; and in any Contract entered into as a consequence of this bid.
- 3.00 Currently comply with all applicable Local, State and Federal Laws.
- 4.00 Is not guilty of collusion with other contractors or vendors possibly interested in this bid or in determining prices to be submitted.
- 5.00 Such agent as indicated below is officially authorized to represent the firm in whose name this bid is submitted.

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_____ Name of Firm	_____ Name of Firm Representative
_____ Signature	_____ Title
_____ Address of Firm	
_____ Telephone Number	
_____ Date	
_____ State of Incorporation	(Corporate Seal)

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STATE OF NORTH CAROLINA

CONTRACT NO: _____

COUNTIES OF PENDER & ONSLOW

CONTRACT BETWEEN
THE TOWN OF SURF CITY, NORTH CAROLINA
AND

THIS CONTRACT, made this the _____ day of _____, 20____, by and between the TOWN OF SURF CITY, NORTH CAROLINA (hereinafter called "TOWN"), a municipal Corporation located in Pender and Onslow Counties, North Carolina; and _____, a corporation organized under the laws of the State of _____, (hereinafter called "CONTRACTOR").

1. Purpose

The TOWN hereby employs the CONTRACTOR to furnish all labor, materials and equipment to perform all work in manner and form as specified by the attached, PARTS I – V, ***TOWN OF SURF CITY – DUNE RESTORATION CONTRACT***, containing specifications and documents consisting of, but not limited to: Scope of Work, Instructions to Bidders, Proposal and Statement of Assurances and Compliance, which are incorporated as if fully set out, for the following:

CONTRACTOR will mobilize, setup and demobilize dune restoration by beach scraping at the locations designated in the location section within the incorporated limits of the TOWN. Any deviation in location (for dune restoration) must be approved and/or requested by the Town Management, as directed in Section 10 of PART I – INSTRUCTIONS TO BIDDERS.

STATEMENT OF AGREEMENT

In consideration of the mutual promises and covenants set out hereinafter, the parties agree as follows:

- 1) AVAILABILITY. CONTRACTOR will make available for use within the TOWN the equipment and manpower necessary to quickly and efficiently mobilize and begin

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dune restoration efforts by scraping the low tide beach described in the Part I, Instructions to Bidders and Part II, Scope of Work within one (1) week when directed to do so by the Town Management.

- 2) **WORK.** The Work is described in the ***TOWN OF SURF CITY – DUNE RESTORATION CONTRACT*** Bid Documents primarily under Part II “Scope of Work.”
- 3) **INCORPORATION OF BID DOCUMENTS.** The bid documents captioned “***TOWN OF SURF CITY – DUNE RESTORATION CONTRACT***” consisting of twenty-seven pages dated October 20, 2015 and consisting of Part I – Instructions to Bidders, Part II – Scope of Work, Part III – Form of Proposal, Part IV - Statement of Assurances and Compliance, Part V – Execution of Contract and all Attachments are incorporated herein as if set out in full as terms of this Contract.
- 4) **COMPENSATION.** CONTRACTOR will be compensated at the unit price rates as set out in Part III – Form of Proposal of the ***TOWN OF SURF CITY – DUNE RESTORATION CONTRACT*** Bid Documents, a signed copy of which is attached as part of this document.
- 5) **AUTHORITY.** CONTRACTOR will be entitled to act upon verbal instructions given by the Town Management, and will not be required to determine whether approval of the full Town Board of Commissioners has been given for any requested work under this Contract.
- 6) **TERM.** This Contract will be effective commencing November 1, 2015 and will remain effective until December 31, 2016.
- 7) **INDEMNITY.** CONTRACTOR indemnifies and saves the TOWN, its officials and employees, harmless from any claims, suits and judgments, including the cost of defending against the same, arising out of or relating to CONTRACTOR’S performance under this Contract.
- 8) **COMPLETE AGREEMENT.** This Contract contains the complete understanding between the parties, and any amendment will be in writing, and executed by the parties hereto.
- 9) **NON-ASSIGNMENT.** CONTRACTOR may not assign this Contract without the express written consent of the TOWN.

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IN WITNESS WHEREOF, the TOWN has caused this Contract to be duly executed in its name and behalf and the CONTRACTOR has caused this Contract to be duly executed in its name and behalf and its corporate seal to be hereunto affixed, and attested to.

TOWN OF SURF CITY, NORTH CAROLINA

BY: _____
Mayor

ATTEST:

TOWN CLERK

APPROVED AS TO FORM:

TOWN ATTORNEY

STATE OF NORTH CAROLINA
COUNTY OF CARTERET

I, _____, a Notary Public of the State and County aforesaid, certify that **Town Clerk - Stephanie Hobbs** personally came before me this day and acknowledged that she is Town Clerk for the TOWN of SURF CITY, a North Carolina Municipal Corporation, and that by authority duly given and as the act of the TOWN of SURF CITY, the foregoing instrument was signed in its name by its Mayor, _____, sealed with its corporate seal and attested by herself as its Clerk.

WITNESS my hand and notarial seal, this the ____ day of _____, 20____.

Notary Public

My Commission Expires:

(SEAL)

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Name of Company: _____

ATTEST:

BY:

President, Vice President, Assistant
Vice President

Secretary, Assistant Secretary,
Trust Officer

(CORPORATE SEAL)

STATE OF _____

COUNTY OF _____

I, _____, a Notary Public, certify that the corporation's Secretary, Assistant Secretary or Trust Officer, Mr./Mrs./Ms. _____ personally came before me this day and acknowledged that he (she) is the _____ of _____, a corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its President, Vice President, or Assistant Vice President, Mr./Mrs./Ms. _____, sealed with its Corporate Seal, and attested by himself (herself) as its Secretary, Assistant Secretary or Trust Officer.

WITNESS my hand and official seal this the _____ day of _____, 20____.

Notary Public

My commission expires: _____

(SEAL)

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Tide Tables for New Topsail Inlet (November and December 2015)

Source NOAA (outlined in 4 tidal changes per 24 hour period)

<u>Date</u>	<u>Day</u>	<u>Time</u>	<u>Predicted (Ft)</u> <u>from MLLW</u>	<u>High/Low</u>
11/1/2015	Sun	5:23 AM	0.2	Low
11/1/2015	Sun	11:14 AM	3.8	High
11/1/2015	Sun	6:26 PM	0.3	Low
11/1/2015	Sun	11:46 PM	2.9	High
11/2/2015	Mon	6:23 AM	0.4	Low
11/2/2015	Mon	12:13 PM	3.5	High
11/2/2015	Mon	7:27 PM	0.4	Low
11/3/2015	Tue	12:50 AM	2.8	High
11/3/2015	Tue	7:28 AM	0.5	Low
11/3/2015	Tue	1:15 PM	3.3	High
11/3/2015	Tue	8:26 PM	0.5	Low
11/4/2015	Wed	1:55 AM	2.8	High
11/4/2015	Wed	8:36 AM	0.6	Low
11/4/2015	Wed	2:16 PM	3.1	High
11/4/2015	Wed	9:22 PM	0.5	Low
11/5/2015	Thu	2:55 AM	2.8	High
11/5/2015	Thu	9:39 AM	0.6	Low
11/5/2015	Thu	3:12 PM	3	High
11/5/2015	Thu	10:12 PM	0.5	Low
11/6/2015	Fri	3:47 AM	3	High
11/6/2015	Fri	10:36 AM	0.6	Low
11/6/2015	Fri	4:03 PM	3	High
11/6/2015	Fri	10:55 PM	0.4	Low
11/7/2015	Sat	4:33 AM	3.1	High
11/7/2015	Sat	11:25 AM	0.5	Low
11/7/2015	Sat	4:47 PM	3	High
11/7/2015	Sat	11:34 PM	0.4	Low
11/8/2015	Sun	5:14 AM	3.3	High
11/8/2015	Sun	12:09 PM	0.4	Low
11/8/2015	Sun	5:27 PM	3	High
11/9/2015	Mon	12:10 AM	0.3	Low
11/9/2015	Mon	5:51 AM	3.4	High

TOWN OF SURF CITY – DUNE RESTORATION
CONTRACT

ATTACHMENTS

<u>Date</u>	<u>Day</u>	<u>Time</u>	<u>Predicted (Ft) from MLLW</u>	<u>High/Low</u>
11/9/2015	Mon	12:50 PM	0.3	Low
11/9/2015	Mon	6:05 PM	3	High
11/10/2015	Tue	12:44 AM	0.2	Low
11/10/2015	Tue	6:27 AM	3.6	High
11/10/2015	Tue	1:28 PM	0.3	Low
11/10/2015	Tue	6:42 PM	2.9	High
11/11/2015	Wed	1:18 AM	0.2	Low
11/11/2015	Wed	7:03 AM	3.6	High
11/11/2015	Wed	2:06 PM	0.2	Low
11/11/2015	Wed	7:18 PM	2.9	High
11/12/2015	Thu	1:53 AM	0.2	Low
11/12/2015	Thu	7:39 AM	3.7	High
11/12/2015	Thu	2:44 PM	0.2	Low
11/12/2015	Thu	7:55 PM	2.9	High
11/13/2015	Fri	2:28 AM	0.2	Low
11/13/2015	Fri	8:15 AM	3.7	High
11/13/2015	Fri	3:22 PM	0.2	Low
11/13/2015	Fri	8:32 PM	2.8	High
11/14/2015	Sat	3:05 AM	0.2	Low
11/14/2015	Sat	8:54 AM	3.7	High
11/14/2015	Sat	4:02 PM	0.2	Low
11/14/2015	Sat	9:12 PM	2.8	High
11/15/2015	Sun	3:45 AM	0.2	Low
11/15/2015	Sun	9:35 AM	3.6	High
11/15/2015	Sun	4:45 PM	0.3	Low
11/15/2015	Sun	9:56 PM	2.7	High
11/16/2015	Mon	4:30 AM	0.3	Low
11/16/2015	Mon	10:20 AM	3.6	High
11/16/2015	Mon	5:31 PM	0.3	Low
11/16/2015	Mon	10:46 PM	2.7	High
11/17/2015	Tue	5:21 AM	0.3	Low
11/17/2015	Tue	11:10 AM	3.5	High
11/17/2015	Tue	6:22 PM	0.3	Low
11/17/2015	Tue	11:42 PM	2.7	High
11/18/2015	Wed	6:19 AM	0.4	Low
11/18/2015	Wed	12:06 PM	3.4	High

TOWN OF SURF CITY – DUNE RESTORATION
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ATTACHMENTS

<u>Date</u>	<u>Day</u>	<u>Time</u>	<u>Predicted (Ft) from MLLW</u>	<u>High/Low</u>
11/18/2015	Wed	7:17 PM	0.3	Low
11/19/2015	Thu	12:44 AM	2.8	High
11/19/2015	Thu	7:26 AM	0.4	Low
11/19/2015	Thu	1:07 PM	3.3	High
11/19/2015	Thu	8:14 PM	0.2	Low
11/20/2015	Fri	1:49 AM	3	High
11/20/2015	Fri	8:36 AM	0.3	Low
11/20/2015	Fri	2:10 PM	3.2	High
11/20/2015	Fri	9:12 PM	0.1	Low
11/21/2015	Sat	2:53 AM	3.3	High
11/21/2015	Sat	9:46 AM	0.2	Low
11/21/2015	Sat	3:13 PM	3.2	High
11/21/2015	Sat	10:08 PM	-0.1	Low
11/22/2015	Sun	3:53 AM	3.6	High
11/22/2015	Sun	10:51 AM	0	Low
11/22/2015	Sun	4:13 PM	3.3	High
11/22/2015	Sun	11:02 PM	-0.2	Low
11/23/2015	Mon	4:50 AM	3.9	High
11/23/2015	Mon	11:51 AM	-0.1	Low
11/23/2015	Mon	5:09 PM	3.3	High
11/23/2015	Mon	11:54 PM	-0.3	Low
11/24/2015	Tue	5:43 AM	4.2	High
11/24/2015	Tue	12:48 PM	-0.2	Low
11/24/2015	Tue	6:03 PM	3.3	High
11/25/2015	Wed	12:45 AM	-0.4	Low
11/25/2015	Wed	6:35 AM	4.3	High
11/25/2015	Wed	1:41 PM	-0.3	Low
11/25/2015	Wed	6:55 PM	3.3	High
11/26/2015	Thu	1:34 AM	-0.4	Low
11/26/2015	Thu	7:25 AM	4.3	High
11/26/2015	Thu	2:33 PM	-0.3	Low
11/26/2015	Thu	7:46 PM	3.2	High
11/27/2015	Fri	2:24 AM	-0.4	Low
11/27/2015	Fri	8:15 AM	4.2	High
11/27/2015	Fri	3:23 PM	-0.3	Low
11/27/2015	Fri	8:37 PM	3.1	High

TOWN OF SURF CITY – DUNE RESTORATION
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ATTACHMENTS

<u>Date</u>	<u>Day</u>	<u>Time</u>	<u>Predicted (Ft) from MLLW</u>	<u>High/Low</u>
11/28/2015	Sat	3:14 AM	-0.3	Low
11/28/2015	Sat	9:04 AM	4.1	High
11/28/2015	Sat	4:13 PM	-0.2	Low
11/28/2015	Sat	9:28 PM	3	High
11/29/2015	Sun	4:04 AM	-0.1	Low
11/29/2015	Sun	9:53 AM	3.8	High
11/29/2015	Sun	5:04 PM	0	Low
11/29/2015	Sun	10:21 PM	2.8	High
11/30/2015	Mon	4:56 AM	0.1	Low
11/30/2015	Mon	10:44 AM	3.5	High
11/30/2015	Mon	5:55 PM	0.1	Low
11/30/2015	Mon	11:16 PM	2.7	High
12/1/2015	Tue	5:51 AM	0.3	Low
12/1/2015	Tue	11:36 AM	3.2	High
12/1/2015	Tue	6:47 PM	0.2	Low
12/2/2015	Wed	12:14 AM	2.6	High
12/2/2015	Wed	6:50 AM	0.4	Low
12/2/2015	Wed	12:30 PM	3	High
12/2/2015	Wed	7:39 PM	0.3	Low
12/3/2015	Thu	1:13 AM	2.6	High
12/3/2015	Thu	7:54 AM	0.5	Low
12/3/2015	Thu	1:25 PM	2.8	High
12/3/2015	Thu	8:31 PM	0.4	Low
12/4/2015	Fri	2:11 AM	2.7	High
12/4/2015	Fri	8:58 AM	0.6	Low
12/4/2015	Fri	2:21 PM	2.6	High
12/4/2015	Fri	9:20 PM	0.4	Low
12/5/2015	Sat	3:05 AM	2.8	High
12/5/2015	Sat	9:58 AM	0.6	Low
12/5/2015	Sat	3:14 PM	2.5	High
12/5/2015	Sat	10:05 PM	0.3	Low
12/6/2015	Sun	3:54 AM	2.9	High
12/6/2015	Sun	10:51 AM	0.5	Low
12/6/2015	Sun	4:02 PM	2.5	High
12/6/2015	Sun	10:47 PM	0.3	Low
12/7/2015	Mon	4:38 AM	3.1	High

TOWN OF SURF CITY – DUNE RESTORATION
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ATTACHMENTS

<u>Date</u>	<u>Day</u>	<u>Time</u>	<u>Predicted (Ft) from MLLW</u>	<u>High/Low</u>
12/7/2015	Mon	11:39 AM	0.4	Low
12/7/2015	Mon	4:47 PM	2.5	High
12/7/2015	Mon	11:27 PM	0.2	Low
12/8/2015	Tue	5:19 AM	3.2	High
12/8/2015	Tue	12:23 PM	0.3	Low
12/8/2015	Tue	5:30 PM	2.6	High
12/9/2015	Wed	12:06 AM	0.1	Low
12/9/2015	Wed	5:58 AM	3.4	High
12/9/2015	Wed	1:03 PM	0.2	Low
12/9/2015	Wed	6:10 PM	2.6	High
12/10/2015	Thu	12:45 AM	0	Low
12/10/2015	Thu	6:36 AM	3.5	High
12/10/2015	Thu	1:43 PM	0.1	Low
12/10/2015	Thu	6:50 PM	2.6	High
12/11/2015	Fri	1:23 AM	-0.1	Low
12/11/2015	Fri	7:14 AM	3.6	High
12/11/2015	Fri	2:22 PM	0	Low
12/11/2015	Fri	7:30 PM	2.7	High
12/12/2015	Sat	2:03 AM	-0.1	Low
12/12/2015	Sat	7:54 AM	3.7	High
12/12/2015	Sat	3:02 PM	0	Low
12/12/2015	Sat	8:11 PM	2.7	High
12/13/2015	Sun	2:44 AM	-0.1	Low
12/13/2015	Sun	8:34 AM	3.7	High
12/13/2015	Sun	3:43 PM	-0.1	Low
12/13/2015	Sun	8:54 PM	2.7	High
12/14/2015	Mon	3:28 AM	-0.1	Low
12/14/2015	Mon	9:17 AM	3.6	High
12/14/2015	Mon	4:25 PM	-0.1	Low
12/14/2015	Mon	9:40 PM	2.7	High
12/15/2015	Tue	4:16 AM	-0.1	Low
12/15/2015	Tue	10:02 AM	3.5	High
12/15/2015	Tue	5:10 PM	-0.1	Low
12/15/2015	Tue	10:30 PM	2.7	High
12/16/2015	Wed	5:08 AM	0	Low
12/16/2015	Wed	10:51 AM	3.4	High

TOWN OF SURF CITY – DUNE RESTORATION
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ATTACHMENTS

<u>Date</u>	<u>Day</u>	<u>Time</u>	<u>Predicted (Ft) from MLLW</u>	<u>High/Low</u>
12/16/2015	Wed	5:59 PM	-0.1	Low
12/16/2015	Wed	11:26 PM	2.8	High
12/17/2015	Thu	6:07 AM	0.1	Low
12/17/2015	Thu	11:45 AM	3.2	High
12/17/2015	Thu	6:51 PM	-0.1	Low
12/18/2015	Fri	12:26 AM	2.9	High
12/18/2015	Fri	7:12 AM	0.1	Low
12/18/2015	Fri	12:44 PM	3	High
12/18/2015	Fri	7:46 PM	-0.1	Low
12/19/2015	Sat	1:30 AM	3.1	High
12/19/2015	Sat	8:22 AM	0.1	Low
12/19/2015	Sat	1:46 PM	2.9	High
12/19/2015	Sat	8:44 PM	-0.2	Low
12/20/2015	Sun	2:35 AM	3.3	High
12/20/2015	Sun	9:33 AM	0.1	Low
12/20/2015	Sun	2:50 PM	2.8	High
12/20/2015	Sun	9:42 PM	-0.3	Low
12/21/2015	Mon	3:37 AM	3.5	High
12/21/2015	Mon	10:41 AM	0	Low
12/21/2015	Mon	3:53 PM	2.8	High
12/21/2015	Mon	10:40 PM	-0.3	Low
12/22/2015	Tue	4:35 AM	3.7	High
12/22/2015	Tue	11:42 AM	-0.1	Low
12/22/2015	Tue	4:53 PM	2.8	High
12/22/2015	Tue	11:35 PM	-0.4	Low
12/23/2015	Wed	5:30 AM	3.8	High
12/23/2015	Wed	12:38 PM	-0.3	Low
12/23/2015	Wed	5:48 PM	2.8	High
12/24/2015	Thu	12:28 AM	-0.5	Low
12/24/2015	Thu	6:22 AM	3.9	High
12/24/2015	Thu	1:30 PM	-0.3	Low
12/24/2015	Thu	6:41 PM	2.8	High
12/25/2015	Fri	1:18 AM	-0.5	Low
12/25/2015	Fri	7:11 AM	3.9	High
12/25/2015	Fri	2:19 PM	-0.4	Low
12/25/2015	Fri	7:31 PM	2.8	High

TOWN OF SURF CITY – DUNE RESTORATION
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ATTACHMENTS

<u>Date</u>	<u>Day</u>	<u>Time</u>	<u>Predicted (Ft) from MLLW</u>	<u>High/Low</u>
12/26/2015	Sat	2:08 AM	-0.4	Low
12/26/2015	Sat	7:58 AM	3.9	High
12/26/2015	Sat	3:06 PM	-0.3	Low
12/26/2015	Sat	8:19 PM	2.8	High
12/27/2015	Sun	2:55 AM	-0.4	Low
12/27/2015	Sun	8:44 AM	3.7	High
12/27/2015	Sun	3:51 PM	-0.3	Low
12/27/2015	Sun	9:07 PM	2.8	High
12/28/2015	Mon	3:43 AM	-0.2	Low
12/28/2015	Mon	9:28 AM	3.5	High
12/28/2015	Mon	4:35 PM	-0.2	Low
12/28/2015	Mon	9:54 PM	2.7	High
12/29/2015	Tue	4:30 AM	-0.1	Low
12/29/2015	Tue	10:12 AM	3.2	High
12/29/2015	Tue	5:19 PM	-0.1	Low
12/29/2015	Tue	10:41 PM	2.6	High
12/30/2015	Wed	5:18 AM	0.1	Low
12/30/2015	Wed	10:57 AM	3	High
12/30/2015	Wed	6:02 PM	0	Low
12/30/2015	Wed	11:31 PM	2.5	High
12/31/2015	Thu	6:09 AM	0.3	Low
12/31/2015	Thu	11:42 AM	2.7	High
12/31/2015	Thu	6:46 PM	0.1	Low