



REQUEST FOR PROPOSAL

To Replace and Renovate

the

South Mills Reclaimed Water Irrigation Storage Lagoon Liner

June 26, 2018

Camden County

Public Works Department

330 US Hwy 158 East Camden, NC 27921

**Request for Proposals
For
Camden County Public Works Department
June 26, 2018
Advertisement and Notice of Invitation**

Request for Proposal Available:

Request for Proposal, including response submittal requirements for:

South Mills Reclaimed Water Storage Lagoon Liner Replacement & Renovation Project

The County of Camden, North Carolina is seeking proposals from qualified contractors to complete the replacement and renovation of the lagoon liner at the 5.9 MGD Reclaimed Water Irrigation Lagoon Facility located along McPherson Road in South Mills, Camden County, North Carolina. The liner shall be a 60 mil black textured HDPE liner with a minimum material warranty of 20 years.

The lagoon is the destination for treated effluent from the Wastewater Treatment Plant located in South Mills, Camden County, North Carolina. Treated effluent is held in the lagoon until it is sent out to irrigate several vegetated disposal areas. The lagoon has no infiltration capabilities and is lined with a 6" thick clay layer that runs from the top of the containment berm slope and across the floor of the lagoon. The subject liner is a slope liner used to stabilize the slopes of the containment berm. The installation of the original liner was completed in January 2008. The liner is toed in across the top of the containment berm and runs down the slope to the lagoon bottom. The lagoon is trapezoidal in shape with a perimeter of approximately 1750 linear feet. The storage volume of the lagoon is approximately 5.9 million gallons. The lagoon is in active use. In early 2018 a tear occurred in the liner. It has been determined that the liner has reached its life expectancy.

The purpose of this Request for Proposals is to select an appropriate contractor to remove the existing liner, renovate the containment berm and replace the entire liner with a new liner. The work will need to commence in September 2018 and be completed within 30-45 days of the project start date.

Request for Proposals will be issued on June 29, 2018. Responses to the Request for Proposals are due by 3 p.m. local time on July 17, 2018. All questions will be submitted in writing to Joseph J. Anlauf, PE of Anlauf Engineering, PLLC at the email listed below by 3 p.m. local time on July 12, 2018.

Joseph J. Anlauf, PE

jjanlauf@gmail.com

Response Information:

Proposals are due by **3 p.m.** local time.....**July 17, 2018**

Three (3) printed hard copies and one (1) electronic (PDF) copy shall be delivered to:

Camden County Public Works Department
c/o Mr. David Credle, Public Works Manager
330 US Hwy 158
East Camden, NC 27921

RFP Questions deadline at **3 p.m.** local time.....**July 12, 2018**

Project Start/Availability.....**August 1, 2018**



Invitation for:
Request for Proposal
To Replace and Renovate
the
South Mills Reclaimed Water Storage Lagoon Liner

Description

The County of Camden, North Carolina is seeking proposals from qualified contractors to complete the replacement and renovation of the lagoon liner at the 5.9 MGD Reclaimed Water Irrigation Lagoon Facility located along McPherson Road in South Mills, Camden County, North Carolina. The liner shall be a 60 mil black textured HDPE liner with a minimum material warranty of 20 years.

Background

The lagoon is the destination for treated effluent from the Wastewater Treatment Plant located in South Mills, Camden County, North Carolina. Treated effluent is held in the lagoon until it is sent out to irrigate several vegetated disposal areas. The lagoon has no infiltration capabilities and is lined with a 6" thick clay layer that runs from the top of the containment berm slope and across the floor of the lagoon. The subject liner is a slope liner used to stabilize the slopes of the containment berm. The installation of the original liner was completed in January 2008. The liner is toed in across the top of the containment berm and runs down the slope to the lagoon bottom. The lagoon is trapezoidal in shape with a perimeter of approximately 1750 linear feet. The storage volume of the lagoon is approximately 5.9 million gallons. The lagoon is active. In early 2018 a tear occurred in the liner. It has been determined that the liner has reached its life expectancy.

Attachments

1. Plan sheet entitled "Wastewater Treatment Facilities, Camden Village Core Project, South Mills Township, Camden County, North Carolina, Contract #2 WWTP, 59-day Storage Pond" as prepared by Hobbs, Upchurch & Associates, P.A., sealed by James H. Bowen, PE, plan sheet number CII.2C, G-2, dated February 2006 with a record drawing stamp date of 1/24/2008.
2. Plan sheet entitled "Wastewater Treatment Facilities, Camden Village Core Project, South Mills Township, Camden County, North Carolina, Contract #2 WWTP, 59-day Storage Lagoon Details" as prepared by Hobbs, Upchurch & Associates, P.A., sealed by James H. Bowen, PE, plan sheet number CII.2C, G-3, dated February 2006 with a record drawing stamp date of 1/24/2008.

3. Plan sheet entitled "Wastewater Treatment Facilities, Camden Village Core Project, South Mills Township, Camden County, North Carolina, Contract #2 WWTP, Storage Lagoon Details" as prepared by Hobbs, Upchurch & Associates, P.A., sealed by James H. Bowen, PE, plan sheet number CII.2C, G-4, dated February 2006 with a record drawing stamp date of 1/24/2008.

Work Description

1. The intent of this project is to remove the existing liner complete, to renovate the containment berm slopes in accordance with the original project drawings and to install a new liner to return the facility to the original design and working condition.
2. The lagoon is in active use. Proposals must consider and propose legitimate means to address the reclaim irrigation water volume during the time the lagoon liner is being replaced.

Notice

1. THE COUNTY EXPRESSLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES ASSOCIATED WITH THIS PROJECT AND ANY CONTRACT TO PERFORM WORK ON THIS PROJECT AND IN PARTICULAR ANY SUCH WARRANTIES RELATED TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR THAT THE DESIGN SPECIFICATIONS AND PLANS PROVIDED FOR THE PROJECT ARE SUITABLE AND ADEQUATE TO PRODUCE THE INTENDED PRODUCT. BY SUBMITTING A RESPONSE TO THE RFP ON THIS PROJECT AND ENTERING INTO A CONTRACT TO PERFORM WORK ON THIS PROJECT, CONTRACTOR EXPRESSLY WARRANTS THAT IT HAS CONSIDERED THE DESIGN SPECIFICATIONS AND PLANS FOR THE PROJECT, THAT THE CONTRACTOR CAN PERFORM THE PROJECT PURSUANT TO THE DESIGN SPECIFICATIONS AND PLANS IN A MANNER CONSISTENT WITH THE REQUIREMENTS OF THE CONTRACT DOCUMENTS, THAT THE DESIGN SPECIFICATIONS AND PLANS ARE SUITABLE AND ADEQUATE, AND THAT THE COUNTY SHALL HAVE NO LIABILITY TO THE CONTRACTOR FOR ANY ALLEGED OR ACTUAL DEFECTS IN THE DESIGN SPECIFICATIONS OR PROJECT PLANS.

Instructions

1. Withdrawal, Modification, or Alteration of Proposal
 - A. A Proposal may be withdrawn on written or telegraphic request of the Respondent prior to the scheduled closing time for filing Proposals. No Respondent may withdraw a Proposal after the scheduled closing time for filing Proposals. The provisions of this Section shall apply to Proposals where the Respondent has been negligent in preparing the Respondent's Proposal.
2. Late Proposals
 - A. Proposals received after the scheduled closing time for filing Proposals as set forth in this document will be rejected and discarded, unless such closing time is extended by the Town.
3. Examination of RFP Documents and Site of Work

- A. Respondents shall determine for themselves all the conditions and circumstances affecting the project or the cost of the proposed work by personal examination of the site and RFP Documents and by such other means as they may choose. It is understood and agreed that information regarding underground or other conditions or obstructions indicated in the RFP Documents has been obtained by Owner from data at hand. There is no expressed or implied agreement or guaranty that such conditions are fully or correctly shown, and the Respondent must take into consideration in such Respondent's Proposal the possibility that conditions affecting the cost or quantity of work may differ from those indicated.
 - B. Refer to the Technical Specifications for additional provisions relative to site conditions.
4. Interpretation of RFP Documents
- A. If it should appear to a Respondent that the work to be done, or matters relative thereto, is not sufficiently described or explained in the RFP Documents, or that RFP Documents are not definite and clear, the Respondent may make written inquiry regarding same to the Engineer and Owner at least 5 days before the scheduled closing time for filing Proposals. Requests to clarify the source of materials, equipment suppliers, or any other such matter which does not modify, change, increase, or decrease the scope of the work require no action by the Owner other than a response to the Respondent requesting the clarification. Clarifications which modify, change, increase, or decrease the scope of work, require issuance of an Addendum by the Owner for the interpretation to become effective. Such addenda will be mailed to all known potential Respondents. Such addendum shall have the same binding effect as though contained in the main body of the RFP Documents. Oral instructions or information concerning the RFP Documents or the project given out by officers, employees, or agents of the Owner to prospective Respondents shall not bind the Owner.
5. Addenda to RFP Documents
- A. Any addenda issued by the Owner, which may include changes, corrections, additions, interpretations, or information, and issued 48 hours or more before the scheduled closing time for filing the Proposals, Saturday, Sunday and legal holidays not included, shall be binding upon the Respondent. Owner shall supply copies of such addenda to all Respondents who have obtained copies of the RFP Documents for the purposes of responding thereon. Failure of the Respondent to receive or obtain such addenda shall not excuse him from compliance therewith, if such Respondent is awarded the C.
6. Familiarity with Laws and Ordinances
- A. The Respondent is presumed to be familiar with Federal, State, and local laws, ordinances, regulation, orders and decrees, which in any manner affect those engaged or employed in the work or the materials or the equipment used in the proposed construction, or which may in any way affect the conduct of the work, or the health and safety of the public and no plea of misunderstanding will be considered due to ignorance thereof. If the Respondent or

Contractor shall discover any provision in the RFP Documents which is contrary to, or inconsistent with, any law, ordinance, or regulation, it shall be immediately reported to the Owner in writing.

- B. The Respondent, Contractor, subcontractor, suppliers of materials or services, and others engaged by the Contractor, shall comply at all times with and observe all such laws, ordinances, regulations, orders, and decrees; and shall hold harmless and indemnify the County of Camden and its representatives against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree. In compliance with NCAC the Contractor is made aware that the following Federal, State, and local agencies have enacted ordinances or regulations relating to the prevention of environmental pollution or the preservation of natural resources which may affect performance of County of Camden contracts:

FEDERAL AGENCIES/STATE AGENCIES

North Carolina Department of Environmental Quality

- Division of Land Quality
- Division of Water Resources
- Division of Coastal Management
- Division of Air Quality
- Division of Marine Fisheries
- Division of Waste Management

North Carolina Department of Health and Human Services

North Carolina Department of Transportation

North Carolina Wildlife Resources Commission

Albemarle Regional Health Services

United States Army Corp of Engineers

NOAA – National Marine Fisheries Service

7. Proposal Prices to Cover the Entire Work

- A. The Respondent shall complete the Unit Price Sheet that is part of this Proposal. Unit prices shall include dollar amounts necessary to complete all work related to the replacement and renovation of the lagoon liner

8. Rejection of Proposals

- A. The Owner reserves the right to reject any or all Proposals in whole or in part or waive irregularities not affecting substantial rights.
- B. The County reserves the right to reject any or all Proposals or to reduce the scope of work to fit within the Town's budget.

- C. Per the Proposal and GS, the Owner may reject a Proposal if the County finds any one of the following: (i) respondent does not have sufficient financial ability to perform the contract; (ii) respondent does not have equipment available to perform the Contract; (iii) respondent does not have key personnel available of sufficient experience to perform the contract; (iv) or respondent has repeatedly breached contractual obligations to public and private contracting agencies; (v) or respondent is not a responsible party.
- D. The Owner may make such investigation as is necessary to determine whether a Respondent is a responsible party. If a respondent fails to supply prompt information as requested by Owner pursuant to such investigation, such failure is grounds for disqualification.
- E. The Owner may reject any Proposal not in compliance with all prescribed responding procedures and requirements, and may reject for good cause any or all Proposals on a finding of Owner that it is in the public interest to do so.

Proposal Format

- 1. The proposal shall be prepared in accordance with the format listed below; noting that the total response submitted should not exceed 50 pages, exclusive of appendices. Legibility, clarity, and completeness are essential. Please be comprehensive, but brief.
- 2. Title Page: Show the RFP subject, the name of the proposer's firm, local address, telephone number, name of the contact person, and date. Please be comprehensive, but brief.
- 3. Profile of Firm
 - a. Provide a brief overview of your firm, including size of organization, description of organizational structure, and organization's experience in serving governmental entities.
- 4. Approach
 - a. Briefly state your understanding of the work to be performed.
 - b. Indicate the scope of the proposed approach and techniques to be used to successfully accomplish the requested services.
 - c. Provide detailed specifications regarding materials, products and controls proposed to be utilized during the performance of this contract.
- 5. Project Schedule: The respondent shall provide a detailed sequence schedule of the work.
- 6. References: Please provide at least three organizations that may be contacted for reference, including name, title, and phone number of contact person for each. Also note

types of services provided to each organization listed. This section may be included as an appendix.

Basis for Selection

An evaluation team will identify the most financially advantageous responsible proposer based on the evaluation criteria listed below. The evaluation team will select a proposer whose proposal is deemed most meritorious. Negotiations will be conducted with the offeror ranked first. If a satisfactory contract can be negotiated at a price considered fair and reasonable, the award will be made to that offeror.

1. Reasonableness of costs
2. Qualifications of Respondent
3. Approach as detailed in proposal
4. Experience working with government agencies

Basis of Award

Proposals for the construction will be evaluated by Camden County based on compliance with technical specifications, and drawings, the reasonableness of costs, Contractor's qualifications, and experience. Camden County's evaluation of proposals will weigh each of the aforementioned criteria. One Contractor will be selected as the lowest price qualified proposer for all items under Proposal Items 1 through 15 based on Camden County's evaluation.

Award and Execution of Contract

1. Award of Contract
 - A. The award of the Contract, if it be awarded, will be made by Owner to the lowest responsible Respondent submitting the lowest acceptable and responsible Proposal. In determining the lowest acceptable and responsible Proposal, Owner may take into account, among other factors, the prices Proposal, discounts if any, time of completion and delivery proposed, outstanding warrantee issues, past performance issues, the relative merits and performance of any items specifically proposed by the Respondent, any variation in maintenance and guarantee periods specifically proposed by the Respondent in excess of any minimum specified, the realistic balance of prices in the Proposals for various parts or units of work, the experience and ability of Respondent to perform the work, and whether the Respondent is a responsible party.
 - B. Between the time of the opening of the review of the Proposal and the award of the Contract, the low Respondent may discuss with the Engineer and County any problems pertinent to the Contract and point out anything which is not clear to him or which can be considered as conflicting requirements of one document or another. At this meeting every effort shall be made to reach a complete understanding of the requirements of the Contractual Documents

between the Engineer, the Town, and the Contractor. The award will be made by the County Manager or Public Works Director.

- C. Award and tender of Contract or the rejection of all Proposals shall be made within 45 calendar days after the due date of the Proposals.

2. Execution of Contract

- A. The lowest responsible Respondent to whom the Contract is awarded, if it be awarded, shall be notified by the County. Within ten (10) days from the date of receipt of notice that the Respondent has been awarded the Contract, Respondent shall deliver to the Owner: (1) the fully executed Contract, including the Contract Form; (2) the required insurance certificates, as specified in the Technical Specifications (see Section 7.06 of the Technical Specifications); and (3) the Performance Bond and Payment Bond, as specified in Section 5 of this Proposal Form. The Owner will execute the Contract within ten (10) business days of its receipt of the Contract and forward a copy to the Contractor.

3. Failure to Execute Contract

- A. Failure on the part of the Respondent to execute the Contract in accordance with section 2 will be just cause for cancellation of the award. The Owner may then award the Contract to the next lowest acceptable and responsible Respondent, re-advertise the work, or take such other course the Owner deems expedient.

4. Transfer of Contract and Interests Therein

- A. Contractor shall not transfer the Contract or any interest therein to any other party or parties without the prior written consent of Owner. In case of such attempted transfer without permission, Owner may refuse to carry out the Contract either with the transferor or the transferee, but all rights of action for any breach of the Contract by said Contractor are reserved to the Owner. No officer of Owner, or any person employed in its service is or shall be permitted any share or part of the Contract or is or shall be entitled to any benefit which may arise therefrom. Contractor shall not assign any of the monies payable under the Contract or claims thereto without the prior written approval of Owner.
- B. Any assignment of money shall be subject to all proper setoffs and withholdings in favor of Owner and to all deductions provided for in the Contract, and particularly all money withheld, whether assigned or not, shall be subject to being used by Owner for completion of the work in the event Contractor should be in default therein.

5. Performance Bond and Payment Bond

- A. At the time of execution of the Contract, Contractor shall furnish both a Performance Bond and Payment Bond, each in the amount equal to 100 percent of the Contract price. The bonds

will be in a form and from a company acceptable to County Manager. If the Contract is an estimate or if there are change orders, the bonds will be adjusted to equal 100 percent of the final Contract price. The bonds will guarantee compliance with and fulfillment of all terms and provisions of the Contract including maintenance, repair and replacement, and all applicable laws, and prompt payment as due, to all persons supplying labor and/or material for prosecution of the work and in accordance with the Contract.

6. Proof of Insurance

- A. Work shall not commence until all insurance required in the Contract (as specified in Technical Specifications, specifically Technical Specification Section 7.06) has been obtained. A certificate of insurance evidencing all coverage shall be delivered to Owner prior to the start of any work. The form of the certificate and issuing company must be approved by County Manager. Insurance shall be maintained throughout the life of the Contract which will hold Owner harmless and shall indemnify Owner for any and all losses to third persons or to Owner arising out of the operations, including any contingent liability arising therefrom.

7. Notice to Proceed

- A. After the Contract has been executed and the Performance Bond and Payment Bond and all required insurance certificates have been received and approved by the Owner, the Owner will issue a written "Notice to Proceed". See Section 8.03 of the Technical Specifications for more information regarding the issuance of a Notice to Proceed and the beginning of the work after the issuance of such notice.

Specifications – See attached specification manual

Unit Price Bid Sheet – See attached