

North Carolina Coastal Federation

**Request for Proposals and Pre-Proposal Meeting Invitation**

The North Carolina Coastal Federation (Federation), in partnership with the North Carolina Division of Marine Fisheries (NCDMF), is accepting proposals for work specified in the attached scope of work to construct oyster habitat in Pamlico Sound, NC. The work involves loading, transporting, and deploying approved materials at the designated Maw Point and Brant Island Oyster Sanctuaries. Maps and project descriptions are included to identify and describe this work. Construction is anticipated to begin on or around April 1, 2024.

The Federation and NC DMF will meet with prospective contractors to discuss this project and review proposal documents. **A pre-proposal meeting will be held at 9:00 on December 7, 2023** at the South River Facility (223 Tosto Rd. Beaufort, NC 28516). The proposed scope of work for this project is included in this pre-proposal meeting announcement.

Please contact Erin Fleckenstein at 252 202 8101 or [erinf@nccoast.org](mailto:erinf@nccoast.org) with any questions.

Official proposals are due December 15, 2023, at 5:00 p.m.

All applicants will be notified of the Federation's decision by December 19, 2023 and contracting is expected to be completed by January 8, 2024. Note: The contract could be extended for two additional years of construction, pending successful completion of the contract in year one.

Preference will be given to North Carolina contractors with demonstrated experience in large-scale restoration and/or construction activities completed on time and within budget. Minority companies are encouraged to apply.

The North Carolina Coastal Federation  
in partnership with  
North Carolina Division of Marine Fisheries

Scope of Work  
Maw Point and Brand Island Oyster Sanctuaries  
Pamlico County, North Carolina  
November 21, 2023



## Background and Purpose

The North Carolina Coastal Federation (Federation) is working in partnership with the North Carolina Division of Marine Fisheries (NCDMF), with funding from the National Oceanic and Atmospheric Administration and additional state appropriations, to construct oyster reef habitat in Pamlico Sound, NC beginning in Spring 2024.

The planned reefs are called Maw Point and Brant Island Oyster Sanctuaries. Maw Point is located near the mouth of the Neuse River, close to Bay River at 35° 08.001'N, 76° 31.906' W. The site has an average depth of 17 feet. Brant Island Oyster Sanctuary is located just South of Brant Island Shoal at 35° 09.687'N, 76° 21.932'W. The site has an average depth of 17 feet.

Construction will include building the reef habitat in a ridge-like pattern, with a minimum profile of two feet. The maximum profile must not exceed 6 feet of clearance from the highest point of the material to the water level at mean lower low water (MLLW).

For the first year of construction, the Federation and NCDMF are stockpiling 25,000 T of Class B marl for Maw Point construction and a combination of 13,000 T of Class A granite and 5,000 T of Class A recycled concrete for Brant Island construction (18,000 T total). These materials are being stockpiled at the NCDMF South River facility (34° 57.336'N, 76° 34.962'W).

The scope of work described herein will require a marine contractor to furnish all manpower, services, and equipment related to (1) loading a vessel at the NCDMF South River facility, (2) transporting all material to the reef site, and (3) deploying all reef material according to project plans. Deployment of materials shall begin on or around April 1, 2023.

## Scope Specifications

Supply all necessary manpower, services, and equipment related to

- Loading a vessel at the NCDMF South River facility
- Transporting all material to the reef site
- Deploying all reef material according to project plans

### 1. Loading at South River Facility

- a. Contractor shall provide all necessary personnel and equipment to load materials onto their transportation vessel.
  - i. Limestone marl is NCDOT Class B size specification – 12" maximum diameter, 8" average diameter, 5" minimum.
  - ii. Recycled crushed concrete is NCDOT Class A size specification – 6" maximum diameter, 4" average diameter, 2" minimum diameter.
  - iii. Granite is NCDOT Class A size specification – 6" maximum diameter, 4" average diameter, 2" minimum diameter.
- b. NCDMF shall provide contractor access to the South River Facility for the duration of the sanctuary construction.
- c. Equipment necessary to load barges at the South River Facility may be stored on-site with proof of insurance and a hold harmless clause.

### 2. Transportation to the Reef Site

- a. Contractor shall provide a vessel and crew to transport material from the South River stockpile facility to the Maw Point Sanctuary reef site, located at 35° 08.001'N, 76° 31.906' W and the Brant Island Sanctuary reef site, located at 35° 09.687'N, 76° 21.932'W (Figure 1 & 2)

- b. Contractor shall agree upon and follow best practices for mooring at the deployment site which will be determined at a pre-construction meeting.
- c. Proof of USCG licensure.
- d. Proof of at least \$1,000,000 marine liability insurance with the Federation and NCDMF listed as additionally insured.

### 3. Deployment

- a. Contractor shall prepare a deployment plan with the intent of deploying material in ridges within the permitted bounds of the sanctuary. (Figure 3)
  - i. In general, materials will be deployed in parallel ridges to ensure deployment accuracy and reduce vertical clearance concerns. Marking buoys will be placed by NCDMF incrementally along deployment lines to aid contractors with accuracy. To ensure accuracy, the marking buoys will be spaced at predetermined distances along deployment lines based on the length of deployment vessels. (Figure 3)
- b. Material shall be deployed to cover the bottom with a minimum of 2 feet elevation, with maximum elevation not to exceed permitted allowances.
- c. NCDMF personnel shall provide quality assurance and construction verification for the deployment and will be required on-site during any deployment activities.
- d. NCDMF staff will be available for deployment monitoring from the hours ½ hour after sunrise to ½ before sunset, 7 days per week.
- e. All deployment activities shall require at least 48 hours notice from the contractor to NCDMF contact personnel in order to mobilize an NCDMF support vessel and crew.
- f. Adverse weather will be defined as 15+knots, sustained winds, or 2+foot sea state, and will constitute an adverse weather day unless determined otherwise by NCDMF staff.
- g. NCDMF staff will have ultimate authority on weather conditions creating an unsafe work environment and have the authority to stop or delay deployment activities at any time.
- h. All deployments must adhere to permit conditions including (1) material will remain within permitted boundaries and (2) comply with navigational clearance requirements.

### 4. Timeline

- a. Contractor shall propose a timeline for deployment including
  - i. proposed start date (April 1, 2024) and
  - ii. end date (before August 15, 2024)
  - iii. number of days on the water
  - iv. average number of tons deployed per working day

### 5. Coordination and Communication

- a. Contractor shall maintain a daily material deployment log using the log template provided (Figure 5). Log shall record at a minimum:
  - i. Day work was performed
  - ii. Type of work performed (load, transport, deploy)
  - iii. Quantity loaded, transported, or deployed
  - iv. Number of contractor staff and crew on site
  - v. Submit this record log with the request for payment
- b. Contractor shall document work in progress, through photographs and video, so that the Federation and NCDMF staff can fully visualize all work performed and promote the project.

- c. Contractor shall document weather days as they impact construction and report on a monthly or more frequent basis to the Federation. Conditions that constitute adverse weather shall be agreed upon in the pre-construction meeting, but in general, are defined thus: 15+knots sustained winds or 2+foot sea state. NCDMF staff will have ultimate authority on weather conditions creating an unsafe work environment and have the authority to stop or delay deployment activities at any time.
- d. Contractor shall communicate with the Federation & NCDMF point of contact if there are questions, issues with construction, any deviation from contract documents, and any other items that may develop during the construction period.
- e. Contractor shall participate in a pre-construction meeting with the NCDMF and the Federation to review the plans, specifications, and permit conditions as well as discuss the timing of construction and critical phases of work.
  - i. At this conference, set up an agreed-upon schedule for routine meetings during the construction period.
- f. Contractor shall be willing to display a banner on the deployment barge or other visible location indicating project support from the National Oceanic and Atmospheric Administration and state appropriations. The Federation will provide the contractor with an approved banner for display.
- g. Contractor shall follow approved NCDMF South River Facility Safety Standard Operating Procedures with regard to safety briefings, equipment, and PPE safety measures.

### ***Equal Employment Opportunity***

*The North Carolina Coastal Federation is an equal opportunity employer that will ensure no applicant for employment is denied because of race, color, religion, sex, gender identity, sexual orientation, pregnancy, status as a parent, national origin, age, disability (physical or mental), family medical history or genetic information, political affiliation, military service, or other non-merit based factors.*

### **Other information required:**

In addition to a proposal satisfying the above criteria, each applicant is required to provide the following supplementary information which will assist in selecting a contractor:

1. Statement of Qualifications including any previous experience coordinating and constructing marine and estuarine habitat of similar size and logistical complexity in coastal waters. Include a brief description of the work completed as well as the cost and the contractor's ability to adhere to budget and timeline objectives. Include references for the described work.
2. Major types and amounts of material loading equipment that will need to be stored on-site at the South River Facility (including the estimated number of contractor vehicles to be parked on site).
3. Information on transport vessel(s), including registration, length, width, tonnage, power, and whether vessel(s) is(are) owned, leased, or contracted.
4. Major types and amount of material deploying equipment to be used at the reef site.
5. Estimated number of staff that will be employed by this project and their job titles
6. Copies of required US Coast Guard licensure.
7. Proof of \$1,000,000 marine liability insurance

# Maw Point Oyster Sanctuary (OS18)

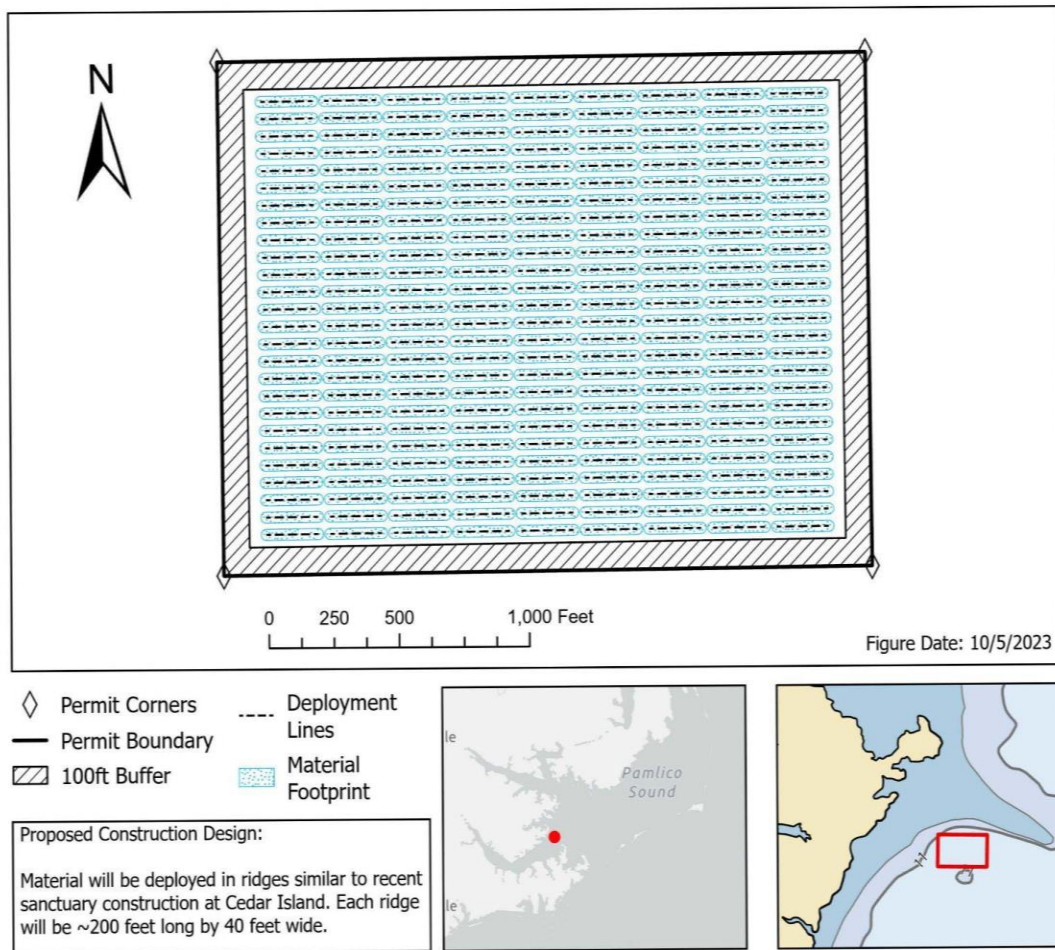


Figure 1. Maw Point Oyster Sanctuary site with material deployment locations highlighted.

# Brant Island Oyster Sanctuary (OS19)

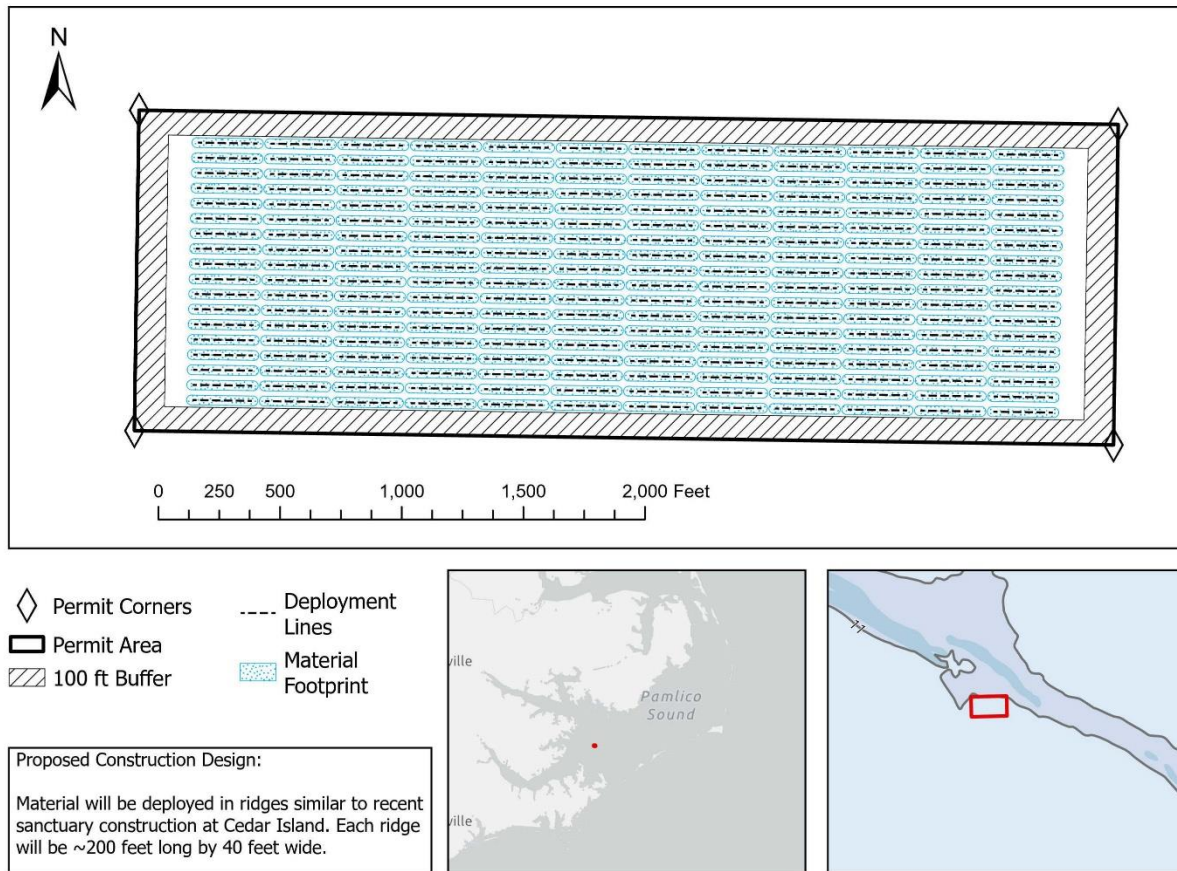


Figure 2. Brant Island Oyster Sanctuary site with material deployment locations highlighted.



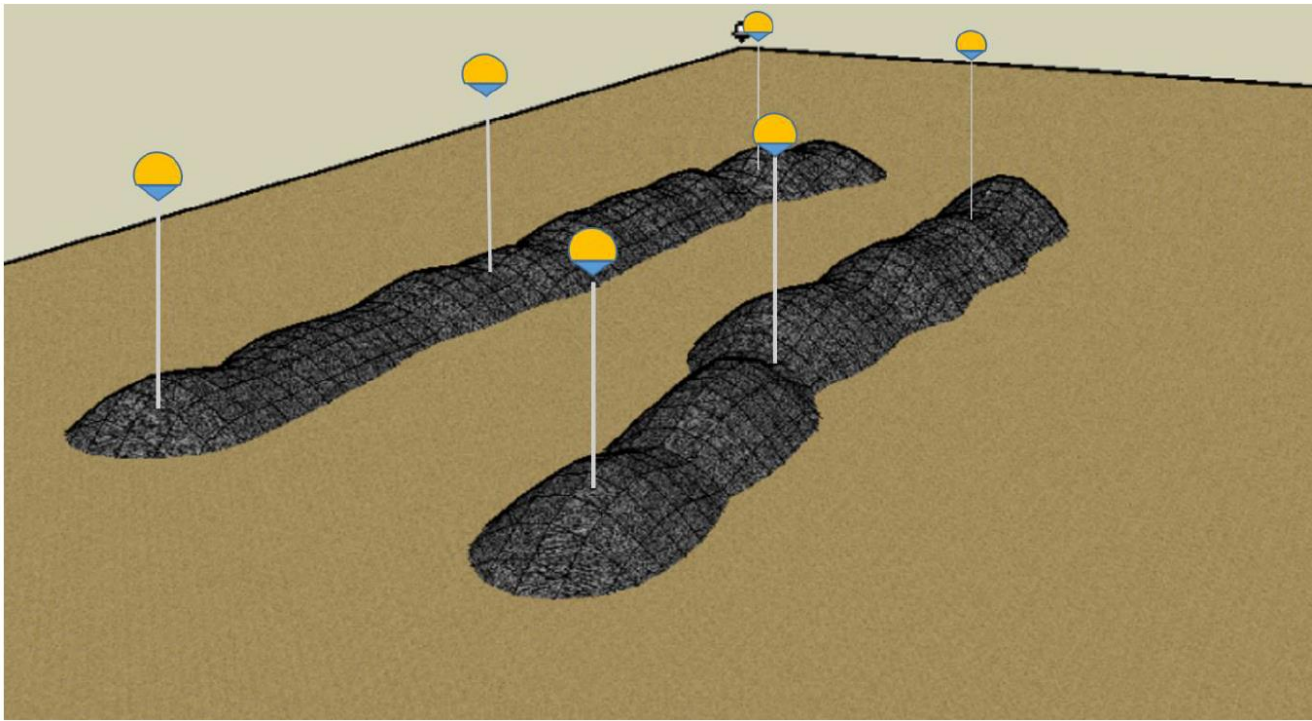


Figure 3: Conceptual drawing of a ridge of deployed material with reference buoys to guide deployment.



# Habitat and Enhancement Section South River Safety Policy

**Title of Policy or Procedure:** Site Specific Policy for South River Facility

**Purpose:** Supplement North Carolina Division of Marine Fisheries Safety Manual

**Primary Responsibility:** Project Manager

**Subordinate Responsibility:** Section Chief/ Program Supervisor

**Policy Effective Date:** October 2020

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## **Mission Statement**

North Carolina Division of Marine Fisheries (NCDMF) Habitat and Enhancement Section considers no aspect of its operation or administration more important than the health and safety of its employees, and visitors. This is achieved by maintaining safe and healthy working conditions and by fostering a culture focused on awareness, open communication, safety education and supervision, and safe working methods. Our goal is to have zero work-related injuries and illnesses.

This document is meant to be a guiding document aimed at condensing the North Carolina State Employee Safety and Health Handbook ([http://portal.ncdenr.org/c/document\\_library/get\\_file?uuid=afcf1b4f-31e6-4f79-a67d-cb88425cff8&groupId=2995735](http://portal.ncdenr.org/c/document_library/get_file?uuid=afcf1b4f-31e6-4f79-a67d-cb88425cff8&groupId=2995735)) and the NCDMF Safety handbook ([http://portal.ncdenr.org/c/document\\_library/get\\_file?uuid=2658456f-1938-4c97-a4a0-59d44207258f&groupId=38337](http://portal.ncdenr.org/c/document_library/get_file?uuid=2658456f-1938-4c97-a4a0-59d44207258f&groupId=38337)) with specific relevance to the South River Facility.

## **I. Training**

Employees are not authorized to operate any equipment without proper instructions, training, documentation, and authorization. All training must be properly documented regardless of experience level. It is the employee's responsibility to make sure completed documentation is given to the appropriate administrative assistant.

**Personal Protective Equipment (PPE) Training** – Material Safety Data Sheets(MSDS) and User Manuals will designate the required PPE associated with any piece of equipment. If unsure of the required PPE, refer to the DMF Safety manual or ask your immediate supervisor.

**Equipment Training** - Equipment use will require documentation that an employee has; a) read the user manual or safety manual associated with any piece of equipment he/ she will be using, and b) receive training on the use and procedure of said piece of equipment from a qualified operator.

**II. Personal Protective Equipment Requirements:** The following are guidelines/requirements for the use of personal protective equipment (PPE). It is not possible to list every instance where PPE is required so it shall be the Supervisor's responsibility to exercise prudent judgment to determine if additional protective equipment is necessary and to ensure that the appropriate equipment is worn.

### **a. General Requirements**

All staff are required to adhere to the general PPE requirements listed in the NCDMF Safety Handbook.

All subcontractors, visitors, and associated staff entering the premises of NCDMF property are subject to the same safety requirements as NCDMF staff listed in this document. If subcontractors are seen not following safety requirements, NCDMF staff will document events and report to a supervisor.

### **b. Area-Specific Requirements**

**No Parking Areas:** Roads leading to the facility are privately used roadways and are not to be used outside of the contracted timeframes. Any operations occurring outside the designated timeframe shall only be conducted with prior approval.

**Parking and PPE Donning Area:** When activities are conducted that require PPE to be worn at the South River Facility and a PPE-free zone is needed simultaneously, a safe area shall be established to allow ingress and egress utilizing traffic cones to cordon the area where PPE is not required.

**Restricted Access PPE Required:** When the task being performed requires the use of PPE at the South River Facility it is the responsibility of employees and authorized visitors to create an environment of situational awareness. The visibility of signs at the South River facility yard entrances indicates that operations are being conducted that require the use of PPE. The minimum PPE in these areas is steel or composite safety toe shoes and a reflective safety vest. Hard hats are required when overhead lifting.

**Shop:** When the shop area is being utilized for training functions, gatherings, or meetings PPE is not required. Tasks requiring PPE in the South River Shop facility are task-specific and alerting others to a change in PPE required status is the responsibility of the employee conducting the work.

**NO PPE:** The parking area, steps, and sidewalk leading into the shop are designated as a NO PPE area.



## Payment

Contractor may request payment on a monthly basis for the tons of material deployed.

Contractor shall submit a request for payment as an invoice on official business letterhead to:

NC Coastal Federation  
Attn: Erin Fleckenstein  
637 Harbor Road  
Wanchese, NC 27981,

Or email: [erinf@nccoast.org](mailto:erinf@nccoast.org)

Invoices shall include a request for payment based on tons deployed. Supporting documentation shall include all relevant photo documentation and a scanned copy of the daily material deployment log (attached).

- a. Days work was performed
- b. Type of work performed (load, transport, deploy)
- c. Quantity loaded, transported, or deployed
- d. Number of contractor staff and crew on site for each work day

Requests for payment shall be reviewed by the Federation and verified with NCDMF prior to payment. The Federation will strive to pay all invoices within 30 days of receipt.

The final material deployment date for this scope of work will be agreed upon during contract negotiations but is anticipated to be August 15, 2024. Should the agent fail to meet this delivery date 5% of the total contract price will be reduced for each month the agent fails to meet the deadline. The contract period will include portions of months rounded to the nearest ¼ month. As an example, if the agent turns in documents 5 weeks late, the agent will be assessed a payment penalty of 5% x 1.25 or 6.25% of the total contract price.

Maw Point or Brant Island

Oyster Sanctuary (circle one)

NCDMF/NCCF Deployment Log

Date:

Weather Conditions- Circle:	Clear	25%,	50%,	75%	, 100%, cloud cover;	Rain	Snow
Sea State (feet)							
Wind Direction							
Wind Speed (kts)							
Air Temperature (°F)							

Operational Start Time:	
Deployment Start Time:	
Deployment End Time:	
Operational End Time:	

Loaded Tonnage	
Unloaded Tonnage	
Total Tonnage Deployed	

Starting Latitude (DDM)	_____ ° . _____ N
Starting Longitude (DDM)	_____ ° . _____

Ending Latitude (DDM)	_____ ° . _____ N
Ending Longitude (DDM)	_____ ° . _____ W

	Name	Title/Job
Crew on Board		

Notes

## Instructions for Proposal Submission

Proposals for the construction of oyster sanctuary habitat at the newly designated Maw Point and Brant Island Oyster Sanctuary will be accepted until 5:00 p.m. on December 15, 2023. A pre-proposal meeting will be held on December 7, 2023, at 9:00 a.m. at the Division of Marine Fisheries, South River Facility.

Each PROPOSAL and supporting documentation must be emailed or submitted in a sealed envelope to the NC Coastal Federation at 637 Harbor Rd. Wanchese, NC 27981 or [erinf@nccoast.org](mailto:erinf@nccoast.org).

Each PROPOSAL and supporting documentation must be plainly marked as PROPOSAL for Maw Point and Brant Island Oyster Sanctuary and include the name, address, and email of the Bidder. All PROPOSALS must include the required BID form. All blank spaces for BID prices must be filled in in ink or typewritten, and the form must be fully completed and executed when submitted. Only one copy of the BID form is required. Supplemental information must be submitted with the BID form.

The Federation may waive any informalities or minor defects or reject any and all PROPOSALS. Any PROPOSAL may be withdrawn prior to the above scheduled time for submission. Any PROPOSAL received after the time and date specified shall not be considered.

All Contractors are hereby notified that they must have proper licenses as required under the State laws governing their trades.

APPLICANTS must satisfy themselves with the accuracy of the estimated quantities in the BID Schedule by examination of the site and a review of the drawings and specifications included herein. After BIDS have been submitted, the APPLICANT shall not assert that there was a misunderstanding concerning the quantities of WORK or the nature of the WORK to be done.

The Federation shall provide to APPLICANTS, prior to PROPOSAL submission, all information that is pertinent to and delineates and describes the land owned and rights-of-way acquired or to be acquired.

The party to whom the Contract is awarded will be required to execute the Agreement within twenty (20) calendar days from the date when the NOTICE of AWARD is delivered to the APPLICANT (anticipated to be by January 8, 2024). In case of failure of the APPLICANT to execute the AGREEMENT, the Federation may, at their options, consider the APPLICANT in default.

The Federation, within ten (10) days of receipt of an acceptable AGREEMENT signed by the party to whom the AGREEMENT is awarded, shall sign the AGREEMENT and return to such party an executed duplicate of the AGREEMENT. Should the Federation not execute the AGREEMENT within such period, the APPLICANT may, by WRITTEN NOTICE, withdraw his signed AGREEMENT. Such NOTICE of WITHDRAWAL shall be effective upon receipt of the Notice by the Federation.

The Federation may make such investigations as they deem necessary to determine the ability of the APPLICANT to perform the WORK, and the APPLICANT shall furnish to the Federation all such information and data for this purpose as the Federation may request. The Federation reserves the right to reject any PROPOSAL if the evidence submitted by the or investigation of such APPLICANT fails to satisfy the Federation that such APPLICANT is properly qualified to carry out the obligations of the AGREEMENT and to complete the WORK contemplated therein.

A conditional or qualified PROPOSAL will not be accepted.

All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over the PROJECT shall apply to the Contract throughout and the APPLICANT is responsible for understanding which apply.

Each APPLICANT is responsible for inspecting the site and for reading and being thoroughly familiar with the SCOPE of WORK. The failure or omission of any APPLICANT to do any of the foregoing shall in no way relieve any APPLICANT from any obligation in respect to his PROPOSAL. **Proposals are due December 15, 2023 at 5:00 p.m.**

Please direct any questions to Erin Fleckenstein: 252 202-8101 or [erinf@nccoast.org](mailto:erinf@nccoast.org)

North Carolina Coastal Federation

Maw Point and Brant Island Oyster Sanctuary

**BID TAB**

Line Item	Price
Total Bid for Maw Point and Brant Island (=lines A+C+D)	\$
<b>Maw Point Oyster Sanctuary</b>	
A. Class B limestone deploy- price per Ton (25,000 T)	\$
B. Additional barge load (estimated 1,000 T)	\$
<b>Brant Island Oyster Sanctuary</b>	
C. Class A granite deploy- price per Ton (13,000 T)	\$
D. Class A crushed concrete deploy- price per Ton (5,000 T)	\$
E. Additional barge load (estimated 1,000 T)	\$

I, \_\_\_\_\_, certify that I have prepared the bid above as a representative of \_\_\_\_\_.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**Supporting Documentation Required**

- Statement of Qualifications including any previous experience coordinating and constructing marine and estuarine habitats of similar size and logistical complexity in coastal waters. Include a brief description of work completed as well as cost and the contractor's ability to adhere to budget and timeline objectives. Include references for the described work.
- Proposed project schedule.
- Major types and amounts of material loading equipment that will need to be stored on-site at the South River Facility (including the estimated number of contractor vehicles to be parked on site).
- Information on transport vessel(s), including registration, length, width, tonnage, power, and whether vessel(s) is (are) owned, leased, or contracted.
- Major types and amount of material deploying equipment to be used at the reef site.
- Estimated number of staff that will be employed by this project and their job titles.
- Copies of required US Coast Guard licensure.
- Proof of \$1,000,000 marine liability insurance.