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BEACH RAKING/CLEANING PROVIDER CONTRACT

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THIS AGREEMENT made this 15th day of March 2024.

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By and between the Town of Dewey Beach, Delaware (hereinafter called the “Town”) and Nelson

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Warren, individually and on behalf of ReBeach Surf Raking (hereinafter called the “Provider”)

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WITNESSETH

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WHEREAS, the Town is desirous of contracting beach raking/cleaning services within the corporate

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limits of the Town of Dewey Beach in order to maintain the cleanliness of the beach and provide for the

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health and safety of persons wishing to use said beach; and

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WHEREAS, the Provider has submitted a Beach Raking/Cleaning Provider proposal; and

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WHEREAS, the Provider has demonstrated that it has the appropriate experience and resources for and

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willingness to provide such beach raking/cleaning services pursuant to the Beach Raking/Cleaning

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Provider Contract; and

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WHEREAS, the Provider was the successful bidder for said beach raking/cleaning and the Town is

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desirous of granting said beach raking/cleaning to the Provider.

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Now, Therefore, in consideration of the mutual covenants expressed herein, the sum of \$40,480 and

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other good and valuable consideration, the parties hereto agree as follows:

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1. The Provider agrees they are an Independent Contractor and are not a permanent or part-time employee of the Town.

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2. The Provider is contracting with the Town to provide independent services in the form of raking and cleaning debris from the beach area East of the dune line in the Town, and West of the water line (at the time cleaning services are being provided) of the Atlantic Ocean and South of the drainage pipe from Silver Lake to the Ocean and North of Collins Avenue, and transporting said debris to the Town dumpster located at the end of Dagsworthy Avenue (bayside) or to a facility located outside the Town of Dewey Beach.

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3. The Provider shall utilize his/her own equipment, as specified herein, and/or personnel to accomplish performance of this contract, which services shall commence on the Friday before Memorial Day Weekend and continue through September 15th in each contract year beginning May 2024 through October 2029. The mutually agreed upon days of cleaning shall be as follows weather permitting:

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- a. Service Term 1: Friday before Memorial Day Weekend and continue through July 1st with cleaning performed up to three (3) days per week.

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- 36 b. Service Term 2: July 2nd through Labor Day Monday with cleaning performed at four (4)
37 days per week.
- 38 c. Service Term 3: Tuesday following Labor Day through September 15th with cleaning
39 performed two (2) days per week.
- 40 d. Work hours shall be limited to between 3:30am and 9:00am. Other hours of operation
41 must be approved by the Town Manager. In the event that foul weather prevents the
42 Provider from performing services at the date or time specified above, said services shall
43 be performed at the next practical time or day. The Town Manager shall determine if
44 weather conditions excuse performance at any certain time or day. Additionally, the
45 Town Manager may at his/her sole discretion, order additional days of service at the
46 fees and rates stated herein for times convenient to the Provider, which order the
47 Provider shall not unreasonably decline, ie, a heavy seagrass washup. This action could
48 possibly affect the total aggregate amount. The provider agrees to inform Town of
49 Dewey Beach staff in the event of additional time or hours.
- 50
- 51 4. The Provider shall be compensated by the Town as follows:
- 52 a. For the contract year of 2024 utilizing a surf rake or similar raking/cleaning equipment,
53 the Provider shall be paid according to the following schedule for labor and equipment
54 usage directly related to the Provider's work of raking and cleaning the beach areas:
- 55 ▪ Service Term 1:
- 56 • Daily Rate \$736 x 3 days per week = \$2,208 weekly rate
57 Weekly Rate \$2,208 x 5 weeks = \$11,040
- 58 ▪ Service Term 2:
- 59 • Daily Rate \$736 x 4 days per week = \$2,944 weekly rate
60 Weekly Rate \$2,944 x 9 weeks = \$26,496
- 61
- 62 ▪ Service Term 3:
- 63 • Daily Rate \$736 x 2 days per week = \$1,472 weekly rate
64 Weekly Rate \$1,472 x 2 weeks = \$2,944
- 65 b. Over the term of contract, a three percent (3%) daily and aggregate amount increase
66 over current rates (2024) per season.
- 67 c. The aggregate amount billed to the Town under 4a through 4c shall not exceed \$40,480
68 annually for contract year 2024 and shall increase three percent (3%) per contract year.
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- 70 5. The Provider shall supply his or her own vehicle and tools and equipment, if necessary, and the
71 Provider shall be responsible for general liability insurance protection in an amount of not less
72 than \$1,000,000.00, and injury and property damage liability of not less than \$500,000.00 per
73 occurrence. Evidence of the said insurance policy shall be presented to the Town Manager
74 within five (5) days after execution of this agreement by the Independent Contractor.
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- 76 6. The Provider shall pay all out of pocket expenses incurred by the Provider, with the exception of
77 Paragraph 4 herein-above.
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- 79 7. No relationship of employer and employee is created by the Agreement. No claim under this
80 Agreement or otherwise shall be made against the Town by the Provider for vacation pay, sick
81 leave, retirement benefits, Social Security, Workers' Compensation, disability or unemployment
82 insurance benefits, or employee benefits of any kind, nor shall the Provider have any claim for

83 any business and/or traveling expenses incurred as a result of or in compliance with the
84 Agreement except as specifically provided in this Agreement.
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86 8. The Provider is responsible for the payment of all Federal, State, and local taxes that may arise
87 as a result of the Provider's receipt of monies from the Town. The Provider shall promptly pay all
88 said taxes and, upon request, furnish the Town with evidence of said payment. In the event that
89 any Federal, State, or local taxing authority determines, despite the terms of this Agreement,
90 that the Provider is an employee of the Town, the Provider shall pay any income, Social Security,
91 unemployment, or other taxes that said authorities contend should have been withheld from
92 payment to the Provider, plus any penalty and interest therein, and shall reimburse all of same
93 to the Town should said authority collect them from the Town.

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95 9. The Provider hereby indemnifies and holds harmless the Town from each and every and all
96 losses, claims, demands, obligation, liabilities, costs, expenses (including attorney's fees),
97 indebtedness and cause of action of every kind, type, nature or description whatsoever,
98 whether known or unknown.

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100 10. Notwithstanding the foregoing, the Town may, by written notice, terminate this Agreement at
101 any time for cause. A termination for "cause" shall be a termination by reason or Provider's
102 failure to satisfactorily, in the opinion of the Town Manager, comply with the terms of this
103 Agreement and/or to satisfactorily perform beach cleaning services, as determined by the Town
104 Manager subject to arbitration under section 14 of this Agreement.

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106 11. The parties may jointly make written amendment of this Agreement at any time.
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108 12. Should any government regulation/procedure including extended periods of inclement
109 weather that affects the operation of this Agreement materially or affect the ability of a
110 party to perform any provision of this Agreement, the parties shall in good faith renegotiate
111 that provision affected so that the terms of this Agreement can be performed in accordance
112 with the governmental requirements.

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114 13. This writing is the entire Agreement between the parties and it is the only result of their
115 negotiations. Neither party relies on anything not expressly set forth in this Agreement. Upon
116 the effective date of the termination of this Agreement, this Agreement shall be of no further
117 force and effect whatsoever, and each of the parties hereto shall be relieved and discharged of
118 the responsibilities of the Agreement.

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120 14. All disputes arising under or in connection with this Agreement shall be determined under the
121 laws of the State of Delaware and shall be arbitrated by ad pursuant to the procedures of the
122 American Arbitration Association.

123 In Witness Whereof, the parties hereto have set their hands and seals this 15th day of March, 2024.

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Town of Dewey Beach

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Town Manager

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Provider

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Bid Title	Beach Raking Services
Bid ID	50
Submitter Name	<Nelson Warren> nelsonwarren@live.com
Submitter Email Address	nelsonwarren@live.com
Company Name	ReBeach Surf Raking
Company Street Address	37195 Rustic Acres Ln
Company City	Rehoboth Beach
Company State	DE
Company ZIP Code	19971
Company Phone Number	3022458310
Company Fax Number	
Comments	Beach Raking 2024 RFP submitted by Nelson Warren, ReBeach Surf Raking File 1-cover letter File 2-completed RFP File 3- Signed bid submission sheet
Date Submitted	Feb 7, 2024 at 12:48:40 PM
Submission Documents	img391.pdf prod3.evo.cloud.pdf img392.pdf

ReBeach Surf Raking

37195 Rustic Acres Lane

Rehoboth Beach, DE 19971

Surf Raking Proposal for Town of Dewey Beach

To Town Manager, Commissioners, whom it may concern,

ReBeach Surf Raking would like to thank the Town of Dewey Beach for the opportunity to submit this proposal in regards to the Surf Raking RFP. ReBeach Surf Raking has used it's past experience to calculate a rate that would meet the parameters of the RFP and service the needs of the Town of Dewey Beach. ReBeach formulates that average daily service should take 4 hours, however will deviate as the season progresses more or less to meet beach/debris conditions. ReBeach looks forward to discussing any other questions regarding service.

Sincerely,

Nelson Warren

ReBeach Surf Raking



BID SUBMITTAL QUESTIONNAIRE
BID #: RAKE2024

1. Describe the machinery and equipment you will be providing and utilizing for the beach raking.

2. How many employees are in your company? Explain how you will provide service in the event of worker shortage.

3. Explain your weather contingency plan.

4. Describe any previous experience relevant to the beach raking provider position.

5. Explain your plan for beach waste disposal.

6. Please provide three (3) professional references. Any previous work with the Town of Dewey Beach may be provided as an additional fourth reference.



COST PROPOSAL FORM
BID #: RAKE2024

Service Term 1

Friday Prior to Memorial Day Weekend – July 1st

3 days per week raking

Proposed Daily Rate \$ _____ x 3 days per week = \$ _____ weekly rate

Weekly Rate \$ _____ x 5 weeks = \$ _____ Service Term 1 Total

Service Term 2

July 2nd – Labor Day

4 days per week raking

Proposed Daily Rate \$ _____ x 4 days per week = \$ _____ weekly rate

Weekly Rate \$ _____ x 9 weeks = \$ _____ Service Term 2 Total

Service Term 3

Tuesday After Labor Day – September 15th

2 days per week raking

Proposed Daily Rate \$ _____ x 2 days per week = \$ _____ weekly rate

Weekly Rate \$ _____ x 2 weeks = \$ _____ Service Term 3 Total

TOTAL OF ALL SERVICE TERMS: \$ _____

ADDITIONAL PROPOSED FEES: \$ _____

FINAL BID PROPOSAL AMOUNT: \$ _____

- c. Service Term 3: Tuesday following Labor Day through September 15th with cleaning performed two (2) days per week.
 - d. Work hours shall be limited to between 3:30am and 9:00am. Other hours of operation must be approved by the Town Manager. In the event that foul weather prevents the Provider from performing services at the date or time specified above, said services shall be performed at the next practical time or day. The Town Manager shall determine if weather conditions excuse performance at any certain time or day. Additionally, the Town Manager may at his/her sole discretion, order additional days of service at the fees and rates stated herein for times convenient to the Provider, which order the Provider shall not unreasonably decline, ie, a heavy seagrass washup. This action could possibly affect the total aggregate amount. The provider agrees to inform Town of Dewey Beach staff in the event of additional time or hours.
4. The Provider shall be compensated by the Town as follows:
- a. For the contract year of 2024 utilizing a surf rake or similar raking/cleaning equipment, the Provider shall be paid according to the following schedule for labor and equipment usage directly related to the Provider's work of raking and cleaning the beach areas:
 - Service Term 1:
 - Daily Rate \$ _____ x 3 days per week = \$ _____
weekly rate
 - Weekly Rate \$ _____ x 5 weeks = \$ _____
 - Service Term 2:
 - Daily Rate \$ _____ x 4 days per week = \$ _____
weekly rate
 - Weekly Rate \$ _____ x 9 weeks = \$ _____
 - Service Term 3:
 - Daily Rate \$ _____ x 2 days per week = \$ _____
weekly rate
 - Weekly Rate \$ _____ x 2 weeks = \$ _____
 - b. Over the term of contract, a three percent (3%) daily and aggregate amount increase over current rates (2024) per season.
 - c. The aggregate amount billed to the Town under 4a through 4c shall not exceed TBD annually for contract year 2024 and shall be increase three percent (3%) per contract year.
5. The Provider shall supply his or her own vehicle and tools and equipment, if necessary, and the Provider shall be responsible for general liability insurance protection in an amount of not less than \$1,000,000.00, and injury and property damage liability of not less than \$500,000.00 per occurrence. Evidence of the said insurance policy shall be presented to the Town Manager within five (5) days after execution of this agreement by the Independent Contractor.
6. The Provider shall pay all out of pocket expenses incurred by the Provider, with the exception of Paragraph 4 herein-above.
7. No relationship of employer and employee is created by the Agreement. No claim under this Agreement or otherwise shall be made against the Town by the Provider for vacation pay, sick leave, retirement benefits, Social Security, Workers' Compensation, disability or unemployment insurance benefits, or employee benefits of any kind, nor shall the Provider have any claim for any business and/or traveling expenses incurred as a result of or in compliance with the Agreement except as specifically provided in this Agreement.

8. The Provider is responsible for the payment of all Federal, State, and local taxes that may arise as a result of the Provider's receipt of monies from the Town. The Provider shall promptly pay all said taxes and, upon request, furnish the Town with evidence of said payment. In the event that any Federal, State, or local taxing authority determines, despite the terms of this Agreement, that the Provider is an employee of the Town, the Provider shall pay any income, Social Security, unemployment, or other taxes that said authorities contend should have been withheld from payment to the Provider, plus any penalty and interest therein, and shall reimburse all of same to the Town should said authority collect them from the Town.
9. The Provider hereby indemnifies and holds harmless the Town from each and every and all losses, claims, demands, obligation, liabilities, costs, expenses (including attorney's fees), indebtedness and cause of action of every kind, type, nature or description whatsoever, whether known or unknown.
10. Notwithstanding the foregoing, the Town may, by written notice, terminate this Agreement at any time for cause. A termination for "cause" shall be a termination by reason or Provider's failure to satisfactorily, in the opinion of the Town Manager, comply with the terms of this Agreement and/or to satisfactorily perform beach cleaning services, as determined by the Town Manager subject to arbitration under section 14 of this Agreement.
11. The parties may jointly make written amendment of this Agreement at any time.
12. Should any government regulation/procedure including extended periods of inclement weather that affects the operation of this Agreement materially or affect the ability of a party to perform any provision of this Agreement, the parties shall in good faith renegotiate that provision affected so that the terms of this Agreement can be performed in accordance with the governmental requirements.
13. This writing is the entire Agreement between the parties and it is the only result of their negotiations. Neither party relies on anything not expressly set forth in this Agreement. Upon the effective date of the termination of this Agreement, this Agreement shall be of no further force and effect whatsoever, and each of the parties hereto shall be relieved and discharged of the responsibilities of the Agreement.
14. All disputes arising under or in connection with this Agreement shall be determined under the laws of the State of Delaware and shall be arbitrated by ad pursuant to the procedures of the American Arbitration Association.

In Witness Whereof, the parties hereto have set their hands and seals this _____ day of _____, 2024.

Town of Dewey Beach

Town Manager

Provider



BID SUBMITTAL STATEMENT

Bid Submittal Checklist:

- ✓ Cover Letter
- ✓ Completed Bid Questionnaire
- ✓ Completed Cost Proposal Form
- ✓ Completed Beach Raking Provider Contract
- ✓ Completed Bid Submittal Statement

The undersigned Bidder has examined the specifications and contract documents and is acquainted with and fully understands the extent and character of the work covered by the proposal and the specified requirements for the proposed services.

The undersigned Bidder certifies that this proposal is made in good faith, without collusion or connection with any person or persons bidding on the work.

The undersigned Bidder certifies that no officer or agent of Dewey Beach is directly or indirectly interested in this bid.

The undersigned Bidder certifies that they have carefully examined the forgoing proposal after the same was completed and has verified every item placed thereon; and agrees to indemnify, defend and save harmless the Town against any cost damage or expense which may be incurred or caused by an error in their preparation of same.

RESPECTFULLY SUBMITTED:

Name of Bidder (Company Name if Applicable):	Submitted by:
Bidder Phone Number:	Bidder Email Address:
Bidder Address, City, State, Zip:	
Bidder Signature:	Date:



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RESPECTFULLY SUBMITTED:

Name of Bidder (Company Name if Applicable): ReBeach Surf Raking	Submitted by: Nelson Warren
Bidder Phone Number: 3022458310	Bidder Email Address: nelsonwarren@live.com
Bidder Address, City, State, Zip: 37195 Rustic Acres Lane, Rehoboth Beach DE, 19971	
Bidder Signature: 	Date: 2/9/20