REQUEST FOR PROPOSAL (RFP)

5TH STREET OUTFALL PUMP PROJECT

ISSUE DATE:

APRIL 28, 2021

PROPOSALS MUST BE EMAIL BY:

MAY 14, 2021

9:00 AM

TOWN OF NORTH BEACH

ATTN: STACY MILOR, TOWN CLERK

PO BOX 99

8916 CHESAPEAKE AVENUE

NORTH BEACH, MD 20714

TOWN OF NORTH BEACH

KEY INFORMATION SUMMARY SHEET

Request for Proposal	5th Street Outfall Pump Project
RFP Issue Date:	April 30, 2021
RFP Issuer/ Contact for Clarifications:	Donnie Bowen, Public Works Direction
RFP Issuer Contact Information:	dbowen@northbeachmd.org Town Hall: 8916 Chesapeake Avenue, North Beach, MD 20714
Proposal information available at:	North Beach Website Website: northbeachmd.org
SEALED Proposals are to be emailed to:	*ATTENTION Stacy Milor, Town Clerk* *northbeach@northbeachmd.org*
Pre-Bid Visit if requested	Contact Donnie Bowen if you would like to visit the site.
Questions Due Date and Time	May 10, 2021 by 11:00 a.m. to northbeach@northbeachmd.org
Proposal Due (Closing) Date and Time:	May 19, 2021 - 9:00 AM
Proposal Public Documentation	Proposals received and an email will be sent to each contractor with a bid result sheet and copies of bids received
Contract Type:	Fixed Contract
Contract Duration:	One-time pump purchase
Bid Pricing:	All bids received will be valid 90 – 120 days from bid opening day

1 Minimum Qualifications

1.1 Minimum Qualifications

To be considered reasonably qualified the bidder must submit three references for projects involving supplying pumps for project within the State of Maryland or other municipal corporations the bidder has undertaken during the last (5) years.

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2 Contractor Requirements:

2.1 Summary Statement

2.1.1 The Town of North Beach is seeking proposals for the purchase of equipment related to replacing the stormwater pump located at 5th and Bay Avenue within the Town of North Beach.

2.1.2 The Town intends to make a single award as a result of this Request for Proposals (RFP).

2.2 Background and Purpose

On the Western Shore of the Chesapeake Bay, the Town of North Beach epitomizes "land of pleasant living." Its seven-block waterfront has a public fishing pier and a half-mile long boardwalk with accompanying bike path. The boardwalk is dotted with benches, on which residents and visitors may linger and watch the bay. The town encompasses a wildlife refuge in its tidal marshlands where native species make their homes and seasonal migrants find a welcome place to rest.

2.2.1 Town Staff and Roles

A. **Mayor**

Provides oversight of contract terms, conditions, performance and approves all invoices.

B. **Town Treasurer**

Receives Contractor's invoices and ensures costs are within the budget.

C. **Town Public Works Director**

Provides in the field review of services to ensure conditions of the contract are met.

E. **Town Clerk**

Issues the Town's RFPs and receives bids.

2.3 Responsibilities, Tasks, Scope of Work:

A Google earth map can be found here:
https://earth.google.com/web/@38.7070195,-76.5315584,1.76102956a,1000d,30y,0h,0t,0r/data=MicKJQojCiExcjd1WkVOZVl6ejVzWlFiQUN4em44aWRIdkFyOE1FdnM

A. SCOPE OF WORK

The Town of North Beach is seeking proposals to furnish.

- Two submersible, electrically operated stormwater pumps, and a
- 208-volt, 3-phase, 4-wire electrical control system to be constructed in strict accordance with the latest published standards of NEMA, IEEE and ANSI.

Performance requirements for the pumps and electrical control systems are included in the specifications. **All equipment must perform with existing conditions**.

Pumps

The pumps are to be installed in an existing wet well (see drawing enclosed) at the terminus of the large storm drainpipe that is located on 5th Street between Bay Avenue and Chesapeake Avenue within the Town. The pumps must be specifically designed to operate in a corrosive environment.

The pumps shall be designed for intermittent and continuous operation with a cooling jacket that ensures they can operate submerged or dry-installed.

Each pump shall be fitted with a vertical discharge pipe that projects through the platform atop the wet well and discharges through a 90-degree elbow fitting into the Bay (see drawing enclosed). The pumps shall be designed to automatically and firmly connect to the lifting handles junction when lowered into place. The pumps shall have lifting handles for easy removal for service by the Town's Department of Public Works (DPW) staff. There shall be no need for DPW personnel to enter the wet well for installation, inspection, or repair.

Electrical Control System

System shall be as hereinafter described and all necessary appurtenances which might normally be considered a part of the complete electrical system for this installation. All of the automatic control equipment is to be supplied by one manufacturer. It shall be factory assembled, wired and tested, and accompanied by complete electrical drawings and instructions.

All control and power equipment shall be mounted in an enclosure designed for exterior conditions (NEMA 3RX or NEMA 4 white enamel coated stainless steel; see "Enclosure" specifications for additional detail). It will be powered from a protected power source. Metering equipment and main interrupt breaker are existing or to be furnished by others. The control panel shall be in compliance with UL 508A "Enclosed Industrial Control Panel."

All of the equipment listed herein shall be furnished by a supplier with at least 10 years of experience in furnishing comparable systems and shall be of the latest and most modern design. The contractor shall be responsible for ensuring correct operation of the equipment—including ensuring proper voltage—and other necessary field conditions prior to pump installation.

Specifications – Submersible Stormwater Pump(s)

PART 1 - GENERAL SYSTEM DESCRIPTION

Performance Requirements

Operating Conditions - Design: 2500GPM @ 12 FT THD
Minimum Shutoff Head: 30 FT Motor HP: 17.5 HP
Minimum Hydraulic Efficiency (at design): 47%
Maximum Motor RPM: 1800 RPM
Minimum Solids Handling: 4”
Voltage: 208V 3phase +10/-5%

Quality Assurance - Referenced Standards

American Iron & Steel Institute (AISI)
American Society for Testing and Materials (ASTM)
Factory Mutual (FM)
Hydraulic Institute Standards for Centrifugal, Rotary, and Recip Pumps (HI)
National Fire Protection Agency (NFPA)
National Electric Code (NEC)
National Electrical Manufacturers Association (NEMA)
Anti-Friction Bearing Manufacturers Association (AFBMA)
International Standards Organization (ISO) - ISO9001

Warranty

The pump manufacturer shall warrant the pump and motor to the Owner against defects in workmanship and materials for a period of five (5) years under normal use and service. The pump manufacturer warranty shall be in published form and shall apply to all similar units. A copy of the warranty shall be provided to the Owner at startup.

PART 2 - PRODUCTS ACCEPTABLE MANUFACTURERS

Subject to compliance with the Contract Documents, the following are acceptable:

- Grundfos SE2 Series 208V 3phase S-Tube
- Equal alternates as approved by the engineer prior to bid.

All products, whether named as "acceptable" or proposed as "equal" must fully comply with these specifications. Standard product must be modified, if required, for compliance.

Materials Submersible Sewage Pumps
Pump Case: Cast Iron, ASTM A48, Class 35B
Motor Housing: Cast Iron, ASTM A48, Class 35B
Impeller: Cast Iron, ASTM A48, Class 35B
Intermediate Housing (Backplate): Cast Iron, ASTM A48, Class 35B
Cooling Jacket: Stainless Steel A276 Type 304
Discharge Base Elbow: Cast Iron, ASTM A48, Class 35B
Pump/Motor Shaft: Duplex Stainless Steel, ASTM A743
O-Rings: Nitrile Rubber (NBR)
Fasteners (including impeller fastener): Stainless Steel, ASTM A276 Type 316
Nameplate: Stainless Steel Type 316
Lower Seal Faces: Silicon Carbide/Silicon Carbide
Upper Seal Faces: Ceramic /Carbon
Guide rails and guide support brackets: Stainless steel schedule pipe guides
Lifting Chain: Stainless Steel, ASTM A276 Type 316
Lifting Bail: ASTM A276 Type 316
Power/Control Cable Jacket: Neoprene with non-wicking fillers

PART 3 - ACCESSORIES

Power Cable
Thirty feet minimum of power/control cable shall be provided with each pump—suitable for submersible wastewater application and sized in accordance with NEC requirements. This will prevent cable damage when removing or reinstalling the pump on its guide rail system. The power/control cable entry shall allow for the removal of the cable entry complete, plus the pump's terminal block through the top of the pump, through the hole where the cable entry mounts, without the need to remove the junction box cover/top of the pump. This allows for extreme ease of servicing.

Fabrication General
Provide pumps capable of successful operation in the application as described. If handling raw unscreened wastewater, the pump shall be capable of passing at minimum a 4" spherical non-compressible solid.

The pumps design shall allow for removal and reinstallation without the need to enter the wet well and without removal of bolts, nuts, or other fasteners. The pump motor shall be encircled by a Type 304 SS cooling jacket that is self-contained filled with an FDA Approved glycol liquid. The pump shall be capable of operating in a completely dry mode continuously. The pump shall connect to a permanently mounted discharge

elbow by simple downward motion, without rotation, guided by at least two non-load-bearing stainless steel guides. The pump guide pipes shall be held by stainless steel upper brackets and by cast hubs on the discharge elbow. A flexible gasket O-ring shall be furnished in the face of the pump discharge flange so that the final connection shall insure zero leakage between the pump and discharge elbow. No part of the pump shall bear directly on the floor of the wet well.

Provide Type 316 stainless steel chain of sufficient length to properly and safely lift the pumps from the wet well. All exposed cast iron and ferrous surfaces shall be cleaned of dirt and grease, sandblasted to near white finish, and coated with a powder coat two-part epoxy resin to ensure that the exterior of the pump shall be smooth to eliminate the adherence of debris, fecal matter, or other solids normally found in the application. A separate and extra data plate shall be provided with each pump for installation in the pumps control panel so that data plate information can be reviewed without the need for pulling the pump.

Major Components

Major components (pump case, impeller, intermediate housing, and motor housing) shall be of at minimum ASTM A48 Class 35 cast iron material as specified with smooth surfaces devoid of blow holes and other irregularities. The pump casing design shall incorporate a centerline discharge for stability when mounted on the base elbow. The entire rotating assembly (motor and impeller) shall be easily removed from the volute casing for inspection and cleaning.

Impeller – The impeller shall be single vane, "non-clog" in design capable of passing at minimum a four-inch spherical solid. All vertical edges forming the single flow channel shall be formed on an angle and carefully contoured with no right-angle corners or contour restrictions where rags could easily collect. The impeller shall be dynamically wet balanced.

To ensure long pump and impeller life, the wear gap between the rotating impeller and the stationary pump casing or wear plate shall be either axial or radial in design. If axial in design, and to allow for ease of maintenance, the suction gap adjustment, between the impeller and the pump casing, shall be able to be performed without the need to dis-assemble the pump, but instead, shall be able to be performed by simple use of integral "jack screws" without using "special" tools. This adjustment shall be capable of being performed each time the pump is pulled for routine maintenance at the job site. This adjustment will allow taking the suction gap tolerances back to factory original parameters.

If the pump design incorporates a suction gap that is radial in design, and to ensure critical clearances are able to be periodically maintained to within original factory specifications, the pump design shall incorporate both impeller and casing wear rings of hardened stainless steel having at minimum a Brinell Hardness Rating (BHR) of 450.

Shaft – The pump shall be supplied with a common pump/motor shaft of sufficient size to transmit full driver output with a maximum deflection of 0.002 inches measured at the lower mechanical seal. Machine the shaft of at minimum ASTM A743 Duplex Stainless Steel and isolate the shaft from the pumped media. The shaft end shall be tapered to facilitate impeller removal and insure ease of service.

Shaft Seal – Two mechanical seals shall be installed in tandem, totally enclosed within a common Duplex stainless-steel cylinder. The cylinder, with the entirety of both seals, shall be located entirely within a sealed chamber containing an FDA approved liquid with drain and inspection plug (with positive anti-leak seal) for easy access from external to the pump. All seals and seal springs shall be located completely inside of the seal chamber where they are completely isolated from the pump media and cannot be fouled by rags or other stringy material as can happen with common dual seal set designs. Seal faces shall be silicon carbide both faces on the lower seal and at minimum carbon on ceramic on the upper seal. The seals shall require neither routine maintenance nor adjustment, but capable of being easily inspected and replaced.

Bearings – The pumps shall be furnished with upper and lower bearings as needed to provide a B10 life of at minimum, 50,000 hours at all anticipated axial and radial loadings. The bearings shall be sealed/shielded (permanently lubricated) type. The lower (primary thrust) bearing shall be double row angular contact type. The upper (support) bearing shall be single row ball design.

Motor – The motor shall be squirrel cage, induction in design, housed in a completely watertight and air-filled chamber, having at minimum a 1.15 service factor. The motor shall be adequately sized and rated for continuous operation at a maximum fluid temperature of 104º F (40º C). The motor shall have at minimum Class H insulation rated for 180 Degrees C and shall allow for at minimum 20 starts per hour. The motor shall be FM listed for use in Class I Division 1 Groups C&D hazardous locations as defined by the National Electric Code. The same motor shall also be CSA Approved. Motor insulation shall fulfill NEMA MG1 part 31 requirements for inverter duty. The motor and pump set complete shall be designed and manufactured by the same company.

The motor shall also be furnished with three temperature monitoring devices, one in each winding, for use in conjunction with and supplemental to external motor overload protection. Arrange controls to shut down pump should any of the monitors detect high temperature and automatically reset once motor temperature returns to normal. Set temperature monitors at levels recommended by pump manufacturer.

Seal Leak Detection – Provide fault free detectors in both the junction chamber and the motor's stator cavity sump to detect any possible intrusion of moisture/leakage into the pumps hermetically sealed chambers. The upper moisture detector shall monitor any possible leakage into the pumps' high voltage electrical connection junction chamber. The lower seal leakage detector shall provide a positive indication of seal leakage presence. Both detectors shall operate without generating false indications.

Source Quality Control Equipment Tests – All supplied pumps will be tested at the factory before shipment. These tests shall include: Pump performance - Head and Flow; Measurement of supplied voltage U1, U2, U3; Line Amperages; Input Power; and Wire-to-water efficiencies. All test data shall be recorded and supplied to the end user at no cost and become a permanent part of their records. A copy of this test shall accompany the pump in shipment. These tests shall be standard to all pumps of the type supplied. These test reports shall be given to the end user for incorporation into their permanent job files to ensure later repairs, replacements, etc. return the pump station to original specifications.

Training & Startup – At time of commissioning, the end user shall be supplied with access to a movie that completely describes the "tear-down" and building of the pump supplied. This movie shall become part of the end users permanent job record for access after the pump station is formally accepted. Start Up and Training shall be with Pump and Controller. A single source of responsibility for pump and controller shall be required. No alternatives are acceptable.

Specifications – Electrical Control System

Part 1 – CONTROLS COMPARTMENT COMPONENT AND REQUIREMENTS

A. Pump Controller

1. The Level View™ controller or equal shall be comprised of two components. A display unit mounted on the inner door and a snap-in PLC I/O module mounted to the back of the display unit. The two are connected via a communication port.
2. The display unit shall have the following features:
    a. 5.7-inch color touch screen (320x240 pixels)
    b. 256 color TFT LCD display
    c. LED backlight - Sunlight readable
    d. Modbus communications
    e. 2 serial RS 232/RS485 isolated ports
    f. Supports GPRS & SMS cellular communication.
    g. Optional Ethernet communication card
    h. SD card reader for data logging or program backup (32 GB max)
3. The I/O module shall have the following features:
    a. 18 digital Inputs
    b. 15 relay outputs
    c. 4 isolated analog inputs
    d. 4 isolated analog outputs
4. PLC/HMI shall be PRIMEX®, Model Level View™ or approved equal

B. DC Power Supply (not used if UPS option is installed)

1. The power supply shall convert 120 VACS to 24 VDC power for control circuits.
2. The power supply shall have the following characteristics:
    a. Output 30 watts
    b. Over current protection
    c. Over voltage protection
    d. DC voltage adjustment
    e. Short circuit protection
3. Component shall be IDEC, Model PS5R-SC24

C. DC Power Supply/UPS (optional)

1. The power supply shall convert 120 Vac to 24 Vdc power for control circuits and supply an uninterrupted 24Vdc power via a battery if 120Vac is lost. The power supply shall have dual output: One 24Vdc output for the control circuitry, the other for charging the battery.
2. The power supply shall have the following characteristics:
    a. Output 155 watts
    b. Over current protection
    c. Over voltage protection
    d. DC voltage adjustment

e. Short circuit protection

3. Component shall be Astrodyne, Model AD155-B/DRL

D. Battery (optional)

1. The battery backup power shall consist of two 12 VDC batteries configured in series to provide an output voltage of 24 VDC. A fuse link shall be installed in the circuit between each battery to provide overload protection. The batteries shall have a minimum rating of 7-amp hours.
2. Component shall be Schneider Electric, P/N-ABL8BPK24A072

E. Submersible Level Transducer

1. One analog submersible level transducer shall be supplied with the control panel. The transducer shall have the following characteristics:
   a. 4-20 milliamp level signal
   b. Sealed unit, non-fouling
   c. Flush Kynar diaphragm
   d. Abrasion resistant
   e. Built in lightning arrestor.
   f. Lifetime warranty
2. Component shall be Keller America, Model Level Rat

F. Back up float switches

1. Two mechanical control float switches shall be supplied with the control panel in order to operate the backup float circuitry.
2. Component shall be PRIMEX®, Blue Cap series

Part 2 – ENCLOSURE

A. All control and power equipment shall be mounted in a 14-gauge stainless steel enclosure (NEMA 3RX or NEMA 4 white enamel). A gasket shall be provided for each outer door. All internal components shall be mounted on a painted steel back plate. An aluminum inner door shall be provided for mounting of the operator interface, HOAs, ETMs, pilot lights, and reset buttons. A padlock hasp shall be provided on the enclosure door. Enclosure mounting tabs shall be provided.

B. Enclosure shall be sized sufficiently to allow for easy access to all internal equipment and to accommodate future equipment. Enclosure shall be not less than 60” High x 36” Wide x 16” Deep.

C. Enclosure shall include environmental controls to maintain internal panel temperature within operating temps of internal equipment. Thermostatically controlled heaters and cooling systems shall be provided as needed.

D. Each wire in the control panel shall be marked with a wire number that corresponds to the page and ladder rung of the schematic diagrams. A unique wire number shall be provided between component contacts and coils. Wire markers shall be Brady Thermal Transfer Self-Laminating Vinyl or equal by Grafoplast or Thomas & Betts.

E. Optional – Control panel shall have 12" leg stands and skirts allowing free stand mounting of the control panel.

Part 3 – SEQUENCE OF OPERATION

A. General

1. The system software shall run on the Level View™ color touch screen controller. The Level ViewTM controller does not require any tools or laptop computer to configure. All configuration and setup shall be achievable from the menus on the touch screen display. The LED backlight of the controller shall be switched off on a timed basis to save energy and to maximize the battery autonomy during power failure.

B. Level Monitoring and Control

1. The storm water wet well level shall be monitored on the main screen in feet and tenths of feet. A setup screen shall enable the user to set the span and offset of the level transducer. A level setup screen shall be available for the user to set the level set points required for a duplex/triplex lift station: Low level alarm On/Off levels, Lead On/Off levels, Lag On/Off levels, Lag2 On/Off levels & high-level alarm On/Off. A level simulation function shall also be available for the operator to manually raise and drop the level of the wet well from the touch screen without handling the level transducer. The simulation function shall be self-terminating after 5 seconds on inactivity to prevent the user from leaving the station in the level simulation mode.

C. Pump Operation

1. The controller shall monitor the position of each pump HAND/OFF/AUTO selector switch. Only pumps in the AUTO mode shall be called to run in automatic pump operation. In HAND mode the pump shall run irrespective of the status of the controller and the wet well level. In the HAND position the selection switch shall directly control the motor starter run command and speed control.
2. The controller shall be configurable to operate in either Pump Up or Pump Down mode.
3. In AUTO mode, the pump operation shall be based on the level of the wet well and the level set points.

4. Pump Down Mode

a. As the level of the wet well rises above the "Lead Call On" set point the lead pump shall start and run continuously until the level drops below the "Lead Call Off" level. As the level rises above the "Lead Call On" level again, the second pump shall start and run continuously until the level drops below the "Lead Call Off" level. Should the level continue to rise after the lead pump has started and reach the "Lag Call On" level, the second pump shall start and run simultaneously with the lead pump until the level drops below the "Lag Call Off" level. Should the level rise above the "high level alarm" setpoint, the alarm will sound, and the strobe will turn on. If the level drops below the "high level alarm" set point, the horn and strobe will stop, but alarm shall remain in the alarm log.

D. Analog Speed Control

1. If enabled, the controller shall provide an analog speed control signal proportional to wet well level for use with variable frequency drives.
2. The analog speed control shall be adjusted via the level controller with individual start frequency set points for lead start level, lag start level, and lag2 start level. When more than one pump is active, the speed output to the active pumps shall be set to a matching rate.
3. The controller shall be capable of increasing the output speed up to 100% (60 Hz) for an adjustable period time during each pumping cycle to clear debris that may have accumulated around the impeller.

E. Dry Run Protection

1. If enabled, the controller shall provide monitoring of a dry run condition. When a pump is called to run, and the monitored amperage drops below the "Dry Run Amps" set point value for a user-adjustable time period an alarm condition shall be noted in the alarm log.

F. Back Up Float System

1. Should the level transducer fail; the float switch backup system shall take over. An alarm shall be issued.
2. Should the controller fail; the pump operation shall be based on the back up float switches. Should the High-Level float switch alarm activate, both pumps shall run until the low-level float switch is reached. An alarm shall be issued.
3. Backup float operation shall be independent of the controller for added protection against level overflow conditions.

G. Communications

1. The controller shall be able to communicate via the following methods:

a. Dial up modem (RS 232 or Ethernet) Radio modem (RS 232 or Ethernet)

b. Cellular modem (RS 232 –to modem to GPRS to TCP/IP)

c. Cellular modem (SMS - text messaging)

2. The default protocol shall be Modbus RTU, however other communication protocols shall be made available via an optional protocol converter.

Part 4 – LEVEL VIEW™ CONTROLLER

A. Main Screen Description

1. The main screen shall display the most commonly required information regarding the operation of the pump station. The following items are displayed:
    a. Pump run status.
    b. Pump current (Amps)
    c. Pump discharge flow (GPM)
    d. Wet well level (feet)
    e. Pump Cycle counter
    f. Pump total hours run.
    g. Station status bar
    h. Level set point indicators
    i. High Float alarm at top of display
    j. Lead pump selection

B. Alarm Screen Description

1. The Alarm Menu display shall indicate the most commonly required information regarding the alarms at the pump station. The Alarm Menu shall have the following features:
    a. View current alarms
    b. Sort by alarm date and time
    c. Zoom into alarm providing more details.
    d. Alarm history (256 previous alarms

C. Menu Display Description

1. The Navigation menu shall not be password protected. It shall allow navigation to the following displays:
    a. Alarm Menu Display
    b. Data Log Display (7 day running log)
        i. Pump cycles
        ii. Pump Minutes
        iii. Pump Gallons

D. Setup Menu Description

1. The setup menu displays shall require a password. The setup displays are as follows:
    a. Level
    b. Flow
    c. VFD

d. Amps
e. Sensor
f. System

E. Level Setup Display Description

1. The wet well level display shall have the following characteristics:
    a. Level set point setup (individual on/off settings for each point)
        i. Low-level elevation
        ii. Lead pump call elevation
        iii. Lag pump call elevation
        iv. High-level elevation
    b. Current Level indication
        i. Input Status
    c. Simulation Buttons
        i. Simulation, Push and Hold
        ii. Automatically return to actual level after 5 seconds of inactivity.
    d. Set to Default Button
        i. Push and hold to automatically set tank level set points based on a percentage of the full range of the level sensor.

F. VFD Setup

1. The VFD setup display shall enable the operator to set the following functions:
    a. Hold time at 60Hz on ramp up, adjustable in seconds
    b. Start frequency at Lead Start Level
    c. Start frequency at Lag Start Level
    d. Start frequency at Lag2 Start Level

G. Amp Setup

1. The Amp setup display shall enable the operator to set the following functions:
    a. Pump current monitoring
        i. Enable or disable monitoring.
        ii. Set high current alarm time delay.
        iii. Set Pump 1 high current alarm
        iv. Set Pump 2 high current alarm
    b. Dry Run protection
        i. Enable or disable dry run protection.
        ii. Set dry run time delay.
        iii. Set Pump 1 dry run amps
        iv. Set Pump 2 dry run amps

H. Sensor Setup

1. The sensor setup display shall enable the operator to set the following functions:
    a. Level transducer setup

i. Set transducer range (20mA value in feet)
ii. Set transducer offset value.

b. Current transducer setup
i. Set Pump 1 current transducer range
ii. Set Pump 2 current transducer range

I. System Setup Display

1. The system setup display shall enable the operator to set the following functions:

a. System operation (duplex or triplex)
b. Pumping mode (tank fill or tank empty)
c. VFD speed control (enable or disable)
d. Alternation selection (automatic, pump 1 lead, pump 2 lead)
e. System time (real time clock)
f. System date (real time clock)
g. Password (setup access control only)
h. Access the I/O status visualization screen
i. Access the ETM / Cycle Counter reset screen.

J. ETM / CC Reset

1. The ETM/CC reset display shall enable the operator to set the following functions:

a. View elapsed time meters (in hours) for each pump
b. View cycle counters for each pump
c. Individually reset elapsed time meter for each pump.
d. Individually reset cycle counter for each pump.

K. I/O Status and Programmable Outputs

1. The I/O status display shall enable the operator to set the following functions:

a. View on/off status for each digital input to the controller
b. View on/off status for each relay output from the controller
c. View analog value (in milliamps) for each analog input and output
d. View scaled value (in engineering units) for each analog input and output
e. Access the Programmable Outputs set screen.

L. Programmable Outputs

1. The Programmable Outputs display shall enable the operator to set the following functions:

a. Configure the programmable relay outputs (7 total available) for any of the following conditions:
i. Pump 1 Running
ii. Pump 2 Running
iii. Transducer Low Level

iv. Transducer High Level
vi. Float switch Low Level
vii. Float switch High Level
viii. Pump 1 Failure
ix. Pump 2 Failure
x. Pump 1 Seal Failure
xi. Pump 2 Seal Failure
xii. Backup Float Mode Active
xiii. Power/Phase Failure
xiv. Transducer Open (failure) Alarm
xv. General Alarm

b. Set to Default button
i. Press and hold to automatically set programmable output relays to the default state.

Part 5 – START UP & TESTING

A. Controller and Pumps shall be furnished and warranted by the same provider to ensure single source responsibility.

B. The Controller shall be commissioned by a factory authorized service provider.

C. The Contractor shall notify the Owner five days prior to testing and submit a plan for the testing procedure.

D. Start up, Testing and Owner training shall be no less than eight hours.

All Bidders if requested can schedule a site visit with Donnie Bowen, Director of Public Works and sign off on the bid sheet. All questions related to this project should be directed to dbowen@northbeachmd.org.

The Town of North Beach reserves the right to check the Contractor's supplies and equipment and to perform such investigations as the Town may deem necessary to ensure that competent personnel and management are used in the performance of the Contract.

B. SCOPE OF WORK

The work will include the manufacture and furnishing to the Town of North Beach the following equipment that the North Beach Public Works Department will install at their 5th Street Outfall to replace original pumping and control equipment placed in operation in 2002.

1) Two Storm water Pumps
2) One duplex control Panel

C. CONTRACT DRAWINGS

Drawings are included in this bid package as Attachment "A".

D. CONTRACT TERMS

The Contractor shall perform the services as specified in the contract. Contract payment will be paid within 30 days after the completion of the job and the Public Works Director signs off on the invoice.

E. EQUIPMENT, MATERIALS AND SUPPLIES

The Contractor shall furnish and maintain all equipment and materials required to complete the job.

F. PRICES

Prices must be submitted based on a firm, fixed price basis not subject to escalation during the initial contract term. Pricing shall include all costs including, but may not be limited to, labor, materials, equipment, supervision, overhead, vehicle fuel, and mileage.

3. Information for Bidders

3.1. Bids:

Sealed bids will only be accepted by the Town if submitted in accordance with these instructions, the General Conditions, and any other attached bid documents.

3.2 Qualifications of Bidders:

The Town may make such investigation as it deems necessary to determine the ability of the Bidder to furnish the services and the Bidder shall furnish to the Town all such information and data for this purpose that the Town may request. The Town reserves the right to reject any bid if the evidence submitted by the Bidder or an investigation of such Bidder fails to satisfy the Town that such Bidder is properly qualified to carry out the obligations of the contract.

3.3. Reservations:

3.3.1. The Town reserves the right to waive formalities or technicalities in bids as the interests of the Town may require.

3.3.2. The Town may waive minor differences in specifications provided these differences do not violate the intent of the specification or materially affect the operation for which the item is being acquired.

3.3.3. Bids that show omission, irregularity, alteration of forms, or additions not called for, and conditional or unconditional, unresponsive bids or bids obviously unbalanced may be rejected.

3.3.4. The Town reserves the right to award contracts on a lump sum or an individual item basis or such combination thereof as the interests of the Town may require. The way the award will be made is indicated on the Bid Summary Sheet.

3.3.5. The Town reserves the right to purchase additional like units at the same unit cost.

3.3.6. If in the Town's judgment, the Town's best interest will be served by doing so, the Town reserves the right to reject any and/or all bids; to accept a portion of a bid or bids only; to advertise for new proposals; to proceed to do the work otherwise; or to abandon the work.

3.4. Required Attachments to Bids:

Each bid shall be accompanied by the documents identified on page one of the sample agreement (attached).

3.5. Acceptance or Rejection of Bids; Reservations:

The Town intends to accept or reject bids within 120 days of the date set for opening bids. The Town reserves the right to reject or accept any or all bids or portion thereof where such rejection or acceptance would, in the Town's sole discretion, be in the best interest of the Town , and further reserves the right to reduce or modify the scope of the Project in order to meet funding limits, budget and scheduling constraints.

3.6. Notice of Award, Signing of Contract and Bonds:

The successful Bidder agrees to sign a contract in substantially the form included in the Request for Proposals (except that certain additional provisions may be required of non-corporate contractors pertaining to their status as sole proprietorships or partnerships and their workers' compensation coverage) binding it to the terms of this bid as set forth in the legal notice inviting proposals and the bid documents and any addenda thereto, within ten (10) days of notice of award. Failure of the Bidder to do so may result in the loss of its bid security and/or his award of bid.

3.7. Bid Withdrawals:

Prior to the time of opening, bids may be withdrawn only upon written request received from Bidder. No Bidder may withdraw its bid for a period of sixty (60) days after the opening of bids.

3.8. Addenda:

Any addenda issued after the invitation to bid and before the opening of bids shall be covered in the proposal, and in closing the contract they shall become a part thereof. Bidders will be required to submit a signed and dated copy of the addenda as acknowledgement of receipt.

3.9. Specifications:

Bidders must examine the specifications carefully. In case doubt shall arise as to the meaning or intent of anything shown in the specifications, inquiry shall be made of the Town before the proposal is submitted. The submission of a proposal shall indicate that the Bidder thoroughly understands the terms of the bid and the specifications.

3.10. Taxes:

The Contractor shall pay all sales, consumer, use and other similar taxes required by applicable law to be paid with respect to the work performed or the materials or equipment furnished. The Town of North Beach is exempt from the payment of such taxes with respect to items purchased directly.

3.11 Bid Forms:

3.11.1. The Bid Form and attachments are included in the bid package. Bids shall be submitted on the attached forms and shall be filled out in full, in ink or by typewriter. If changes and erasures are made, such changes and erasers shall be clear and legible, and shall be initialed by the person signing the Bid Form. The Bid Form may provide for submission of a price or prices for one or more items, which may be lump sum Bids, alternate prices, or scheduled items resulting in a Bid on a unit of construction or a combination thereof, or other Bidding arrangements. Unless specifically called for, alternate Bids will not be considered.

3.11.2. Bids in which the prices are obviously unbalanced may be rejected. Unbalanced prices shall be interpreted to mean that the unit price for any items is such that it is unreasonable for that particular item when considered by itself and not considered in connection with the bid submitted on any other item or items.

3.11.3. Bids shall be based on products, materials and methods named in the Contract Documents.

3.11.4. The Bidder must detach the completed Bid Form and required attachments and submit them in an email to the Town Clerk by the designated time to northbeach@northbeachmd.org. Bids may be modified or withdrawn at any time prior to the opening of bids. Signing of Bids shall comply with instructions on the Bid Form.

3.11.5. The Bidder assumes full responsibility for timely delivery at location designated for receipt of Bids. Bids received after the designated time will not be accepted.

3.11.6. Bids will be opened and recorded among Town Staff. A tally sheet with copies of bids will be emailed to bidders within 48 hours of the bid closing date. In case of discrepancy between prices in writing and in figures, the writing shall govern. In case of error in the extension of prices in the Bid, unit prices will govern.

3.12. Execution of the Contract:

3.12.1. Copies of the Contract (Agreement Form) are included with the bid package. Changes may be made to the Contract form in the sole discretion of the Town and the Bidder should not rely on an expectation of changes in the Contract form.

3.12.2. The Bidder to whom the Contract is awarded shall return two copies of the Contract and such other Documents as required by the Contract Documents properly executed to the Town within seven (7) days after the date of issuance of the Notice of Award. The Owner will execute the Contract within 7 days after receipt of the Contractor's executed Contract Form.

3.12.3. Failure by the Contractor to execute the Contract and submit such other Documents as required by the Contract Documents and file acceptable insurance and bonds within the time aforesaid shall be just cause for annulment of the Award. Award may then be made to the next
lowest responsible Bidder or the Work may be re-advertised and constructed under Contract or otherwise, as the Town may decide.

3.12.4. By executing the Contract, the Contractor represents that it has familiarized itself with, and assumes full responsibility for having familiarized itself with, the nature and extent of the Contract Documents, the work, and the site, and all federal, State and local laws, ordinances, rules and regulations that may in any manner affect performance of the equipment, and represents that it has correlated its study and observations with the requirements of the Contract Documents. The Contractor also represents that it has studied all surveys and investigation reports of subsurface and latent physical conditions referred to in the Contract Documents and made such additional surveys and investigations as it deems necessary for the performance of the equipment at the Contract Price in accordance with the requirements of the Contract Documents and that it has correlated the results of all such data with the requirements of the Contract Documents.

3.13. Affidavit of Non-Collusion and Non-Conviction:

3.13.1 Pursuant to § 16-311 of the State Finance and Procurement Article of the Annotated Code of Maryland, any person who has (1) been convicted of bribery, attempted bribery or conspiracy to bribe, under laws of any state or of the federal government; (2) been convicted under a State of federal law or statute of any offense enumerated in § 16-203 of this title; or (3) been found civilly liable under a State or federal antitrust statute as provided in § 16-203 of this Title 16 shall be disqualified from entering into a Contract with the Owner.

3.13.2 A Bidder shall complete and submit with its bid the attached notarized Anti-Bribery Affidavit. The affiant shall also swear or affirm under the penalties of perjury that the Bidder has not been a party with other bidders to any agreement to bid a fixed or uniform price and shall also contain an affirmation that the bidder shall not knowingly enter into a contract with the Town under which a person or business debarred or suspended under Title 16, Subtitle 3 will provide, directly or indirectly, supplies, services, architectural services, construction related services, leases of real property, or construction.

3.13.3. The affidavit required by this Section shall also indicate the Bidder's understanding that all documents, information, and data submitted in its Bid/Proposal shall be treated as public information unless otherwise indicated.

3.14. Bid Submittal Limit:

A Bidder may submit only one Bid for each Contract. More than one Bid from an individual, firm or partnership, corporation, or association under the same or different names will not be considered and will be considered grounds for disqualification of the Bids involved, and rejection of the Bids.

3.15. Grant-Funded Contracts:

This Agreement may be funded, in whole or in part, using federal or State grant funds and may therefore be subject to conditions imposed by regulations of the governmental entity providing such funds. Such funding, if any, will be identified in the description of the Work or Services included with this RFP. It is the Bidder's responsibility to determine the scope and requirements of and to comply with the terms of any regulations relating to or governing the use of such grant funds. Such regulations may under certain circumstances include, but are not limited to, payment of prevailing wage rates, the purchase of materials manufactured in the United States, the maintenance of specific records for specific periods of time, and/or approval of subcontracts.

4. General Conditions

4.1. Disputes:

In cases of disputes as to whether an item or service quoted or delivered meets the specifications, the decision of the Town shall be final and binding on both parties.

4.2. Completion of Work:

4.2.1. The Contractor will be expected to deliver the product within the number of calendar days stipulated in the bid proposal.

4.2.2. If the Contractor is delayed at any time in the delivery of the products by any act or negligence of the Town, or by any act or negligence by separate contractor employed by the Town, or that of any employee of either, or by any changes ordered in the materials or by strike, lockout, fires, unusual delays in transportation, unavoidable casualties or any causes beyond the Contractor's control, or by delay authorized by the Town, the Town shall decide the permissible extent of such delay.

4.2.3. Failure to complete the equipment delivery within the time provided for in the contract documents may cause the Town to incur economic and non-economic damages and losses of types and in amounts that are impossible to compute and ascertain with certainty and accuracy. Accordingly, in lieu of actual damages for such delay, when the Town, in its judgment, determines that such circumstances exist, such liquidated damages as are set forth in the contract may be assessed and recovered by the Town as against the Contractor and its Surety, in the event of delayed completion and without the Town being required to present any evidence of the amount or character of actual damages sustained by reason of the delay. It shall be acknowledged by the Contractor that such liquidated damages represent estimated actual damages and are not intended as a penalty and the Contractor shall pay them to the Town without limiting the Town's right to terminate the Agreement for default as provided elsewhere therein. Should a Bidder require specific information about the nature and amount of liquidated damages, if any, to be included in a contract for a project, the Bidder is advised to make inquiry prior to bidding.

4.3. Failure to Deliver:

In the event the Contractor fails to deliver the materials covered by the Contract and in accordance with the delivery terms stipulated in the contract, then the Town will have the right to purchase on the open market the services and/or materials covered in the Bid Proposal and shall have as damages the cost of obtaining such services and/or materials and any additional costs incurred by the Town as a result thereof.

4.4. Bonds:

The successful bidder **will not** be required to give Performance and Payment Bonds.

4.6. Indemnification:

The Contractor will be required to indemnify, defend and hold the Town harmless against any and all liability to any person or persons for or by any reason of any condition or malfunction of the materials used, and against any and all claims made or liability to any person or persons by reason of any act or omission or negligence of the Contractor or any of its agents, servants, or employees. This indemnification shall include reasonable attorneys' fees incurred by the Town in connection with such claim or liability.

4.7. Testing and Inspection:

The Town has the right to inspect and test all equipment and materials called for by the contract, to the extent practicable always and places during the term of the contract. The Town shall perform inspections and tests in a manner that will not unduly delay the work. If any of the services and/or materials do not conform to contract specifications, the Town may require the Contractor to perform the service or again provide a replacement product in conformity with contract specifications, at no increase in contract amount.

4.8. Guarantee:

The successful Contractor shall guarantee to maintain the materials against any defects arising from faulty installation, faulty materials supplied under this contract, or faulty workmanship that may appear within five (5) years from the date of acceptance of the work by the Town. Faulty materials shall be replaced, and any defects discovered or failures that may occur during the guarantee period shall be rectified to the satisfaction of the Town within 72 hours of notification at no cost to the Town.

BID FORM

CONTRACTOR'S BID

FOR

5th Street Outfall Pump Project

THIS BID IS SUBMITTED VIA EMAIL TO: THE TOWN OF NORTH BEACH (OWNER) 8916 CHESAPEAKE AVENUE, PO BOX 99 NORTH BEACH, MARYLAND 20714

BY: BIDDER'S NAME AND ADDRESS:

Name: _____

Address: _____

Email: _____

Telephone: _____

1.01 The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an Agreement with OWNER in the form included in the Bidding Documents to provide all equipment and material as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

2.01 BIDDER accepts all the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

3.01 In submitting this Bid, BIDDER represents, as set forth in the Agreement, that:

A. BIDDER has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding

Documents, and the following Addenda, receipt of all, which is hereby acknowledged:

Initial Acknowledgement & Date

1 Site Visit with Public Works Director if requested_____

BID PROPOSAL

B. BIDDER has visited the site if requested and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, and performance of the equipment.

C. BIDDER is familiar with and is satisfied as to all Federal, State, and local Laws and Regulations that may affect cost, progress, and performance of the equipment.

D. BIDDER is aware of the general nature of Work to be performed by OWNER and others at the Site, if any that relates to the Work as indicated in the Bidding Documents.

E. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

4.01 BIDDER further represents that this Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other BIDDER to submit a false or sham Bid; BIDDER has not solicited or induced any individual or entity to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other BIDDER or over OWNER.

A. BIDDER acknowledges that BIDDER's price(s) constitutes BIDDER's sole compensation for performing all work required by the Contract Documents, and if a particular part of the Work is not listed in the Bid Item Descriptions, BIDDER has included that part of the Work in the Bid Item Description which it most logically belongs.

5.01 Schedule of Bid Items:

PART A:

Item 1: **Furnish Two (2) Stormwater pumps and all related equipment and services specified.**

$_____

(in figures)

PART B:

Item 2: Furnish One (1) Duplex Control Panel and all related equipment and services as specified.

$_____

(in figures)

All questions related to this bid and/or bid form shall be sent to Donnie Bowen, Public Works Director, dbowen@northbeachmd.org or at 443-624-2161.

AGREEMENT

THIS AGREEMENT is entered into this_____ day of _____, 2021, by the Town of North Beach ("the Town"), a municipal corporation of the State of Maryland, and _____ ("the Contractor") with its principal offices at _____.

In consideration of the mutual covenants and obligations contained herein, the sufficiency of which is hereby acknowledged, the Town and the Contractor hereby agree as follows:

1. Services Provided:

A. The Contractor shall provide the following services for the Town: Furnishing all material required for the purchase of Stormwater Pumps and Control Panel as set forth in the Bid Specifications.

The Services shall be provided as detailed in the following enumerated documents which form the Contract, and they are incorporated herein as if attached thereto, except that the Contractor's Proposal is incorporated only as to the scope of work, the pricing proposal, and any warranties or representations about the nature or quality of the services or equipment to be provided contained therein. The listed documents, together with this Agreement, constitute the entire understanding of the parties and supersede any prior proposals or agreements.

1) Request for Bids dated April 28, 2021.
2) Contractor's Response to the Request for Bids, dated July 6, 2020
3) Non-Collusion Affidavit
4) Statement Under Oath to Accompany Bid
5) Reference List
6) Notice of Award
7) Insurance Certificate (if required)

B. The Contractor agrees to furnish all equipment (60) days from the award of the contract. The Contractor further acknowledges that the Town retains the right to reduce the scope of the Services to accomplish the project within the Town's established budget and schedule. It is understood by the parties hereto that time is of the essence in the completion of this contract.

C. The Contractor will furnish all equipment needed to perform the Services (the "Contractor's Equipment").

2. Fees: The Town hereby agrees to pay the Contractor as full consideration for the Contractor's satisfactory performance of its obligations under this Agreement the sum of _____ Dollars ($) payable in a lump sum following the conclusion of the Services and acceptance by the Town, within thirty (30) days following submission of an invoice with documentation satisfactory to the Town."

3. Binding Effect of Agreement: This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

4. Notices: All notices or other communications required or permitted hereunder shall be in writing and delivered either (a) by hand or (b) by email and by mail (if needed) , postage prepaid, certified or registered return receipt requested, addressed as follows:

To the Town: Stacy Milor, Town Clerk
8916 Chesapeake Ave
North Beach, Maryland 20714
Fax: (301) 855-0113
northbeach@northbeachmd.org

With a copy to Elissa D. Levan, Esquire
Town Attorney
Funk & Bolton, P.A.
100 Light Street, Suite 1400
Baltimore, MD 21202
Fax: (410) 659-7773
elevan@fblaw.com

To the Contractor:

With a copy to:

5. Other Payments, Taxes, Expenses: Except as may be specifically agreed upon by the parties in writing, the Contractor shall be entitled to no fees, bonuses, contingent payments, or any other amount in connection with the services to be rendered or materials provided hereunder. The parties hereto further agree that the Town shall have no obligation to reimburse, pay directly or otherwise satisfy any expenses of the Contractor in connection with the performance of his obligations under this Agreement, including, but not limited to, the cost of any insurance or license fees.

It is expressly understood and acknowledged by the parties hereto that the fees payable hereunder shall be paid in gross amount, without reduction for any Federal or State withholding or other payroll taxes, or any other governmental taxes or charges. The parties hereto further recognize that the Contractor is an independent contractor of the Town and is therefore responsible for directly assuming and remitting any applicable Federal or State withholding taxes, estimated tax payments, or any other fees, taxes or expenses whatsoever. In the event that the Contractor is deemed not to be an independent contractor by any local, state or federal government agency, the Contractor agrees to indemnify and hold harmless the Town for any and all fees, costs and expenses, including but not limited to, attorneys' fees, incurred thereby.

6. Insurance: The Contractor covenants to maintain the insurance coverages set forth herein for the full term of the Contract. The Contractor further agrees to provide Certificates of Insurance upon signing this Agreement and such Certificates shall be on an occurrences basis and shall either (a) provide that the Town shall be given at least thirty (30) days prior written notice of the cancellation of, intention not to renew, or material change in the coverage or (b) provide that the Town shall be given such notice of the cancellation of, intention not to renew, or material change in the coverage as is required by the terms of the Contractor's policy or policies of insurance. In the case of

construction contracts, insurance shall include completed operations and contractual liability coverage. All Certificates must name the Town as an additional insured.

A. Workers' Compensation Insurance: The Contractor shall comply with the requirements and benefits established by the State of Maryland for the provision of Workers' Compensation Insurance and must submit an insurance certificate as proof of coverage prior to contract approval. If the Contractor claims an exemption for any employee of the Contractor, the Contractor must submit to the Town a copy of the relevant filing with the Maryland Workers' Compensation Commission.

B. Comprehensive General Liability Insurance: The Contractor shall provide general liability insurance, in the following amounts and shall submit an insurance certificate as proof of coverage prior to contract approval:

1. Personal injury liability insurance with a limit of $1,000,000.00 for each occurrence and $1,000,000.00 aggregate, where insurance aggregates apply.

2. Property damage liability insurance with limits of $250,000.00 for each occurrence and $500,000.00 aggregate, where aggregates apply.

C. Automobile Liability Insurance. Motor vehicle insurance meeting the requirements of Maryland law and covering every vehicle and driver involved in providing the services, in the following amounts:

1. Bodily injury liability with limits of $500,000.00 each person and $1,000,000.00 each accident.

2. Property damage liability with a limit of $100,000 each accident.

7. Doing Business in Maryland: The Contractor warrants and represents that it has paid all taxes, fees and charges owed by it to any governmental entity. In addition, it warrants and represents that any parent or subsidiary or other business entity with which it is affiliated or has been affiliated has paid all taxes, fees and charges owed by it to any governmental agency accrued during any period during which the Contractor was affiliated with the entity. The Contractor warrants and represents that it (1) is either (a) incorporated in Maryland or (b) registered or qualified by the Maryland State Department of Assessments and Taxation (SDAT) as required by the Maryland Annotated Code, Corps. & Assocs. Article, to do business in Maryland and (2) is in good standing with SDAT.

8. Compliance with Laws: The Contractor shall, without any additional expense to the Town, be responsible for complying with any and all applicable laws, codes and regulations in connection with the services provided by the Contractor, including but not limited to obtaining any licenses required by the Contractor to perform the Services.

9. Indemnification: The Contractor shall be responsible for and indemnify, defend and hold the Town harmless from and against any and all claims for loss, personal injury and/or other forms of damage that may be suffered as a result of the Contractor's negligence or willful misconduct in the Contractor's performance of the Services, or that of its officers, employees, agents, subcontractors and invitees, or for any failure of the materials supplied under this contract or for any failure by the Contractor to perform the obligations of this Agreement, including but not limited to, attorneys fees and any other cost incurred by the Town in defending any such claim. The Contractor shall be responsible for and shall indemnify and hold the Town harmless against any claim for loss, howsoever arising or incurred, for damage that may occur to the Contractor's property or property of third parties that is being stored at the construction site and/or maintained/used by the Contractor in delivery of the Services.

9. Performance and Payment Bond: There is no requirement for a performance and payment bond for this contract.

10. Not Assignable: The Contractor shall not assign, transfer or subcontract any interest, obligation or claim under this Agreement except as may be agreed upon and authorized in writing by the Town and no contract shall be made by the Contractor with any other party for furnishing any of the Services without the prior approval of the Town.

11. Relief: In the event of a breach or a threatened breach by the Contractor of any provision of the Agreement, the Contractor recognizes the substantial and immediate harm that a breach or threatened breach will impose upon the Town, and further recognizes that in such event monetary damages will be inadequate to fully protect the Town. Accordingly, in the event of a breach or threatened breach of this Agreement, the Contractor consents to the Town's entitlement to such ex parte, preliminary, interlocutory, temporary or permanent injunctive, or any other equitable relief, protecting and fully enforcing the Town's rights hereunder and preventing the Contractor from

further breaching any of his obligations set forth herein. The Contractor expressly waives any requirement based on any statute, rule of procedure, or other source, that the Town post a bond as a condition of obtaining any of the above-described remedies. Nothing herein shall be construed as prohibiting the Town from pursuing any other remedies available to the Town at law or in equity for such breach or threatened breach, including the recovery of damages from the Contractor.

12. Town's Right to Terminate: The Services may be terminated immediately by the Town upon written notice in whole or in part, when the Town, in its sole and absolute discretion, determines such action to be in its best interests and shall be terminated whenever adequate funds have not been appropriated by the Town Council in the annual budget for the purpose set forth herein. The Contractor is advised that the Town does not guarantee the appropriation of funds for any subsequent fiscal year (beginning July 1). The Contractor shall not perform services in any fiscal year following the current fiscal year without verification from the Director of Finance that adequate funds have been appropriated for that purpose in the budget for the relevant fiscal year. Upon termination, the Town shall be liable to the Contractor only for payment for services provided prior to the effective date of the termination.

13. Entire Understanding: This Agreement contains the entire understanding between the parties, and any additions or modifications hereto may only be made in writing, executed by both parties.

14. Liquidated Damages: It is acknowledged that the Contractor's failure to complete the Services within the time provided for in the Contract Documents will cause the Town to incur economic and non-economic damages and losses of types and in amounts that are impossible to compute and ascertain with certainty and accuracy so as to be a basis for recovery by the Town of actual damages, and that the liquidated damages set forth herein represent a fair, reasonable and appropriate estimate thereof. Accordingly, in lieu of actual damages for such delay, the Contractor agrees that liquidated damages may be assessed and recovered by the Town as against the Contractor and its Surety, in the event of delayed completion and without the Town being required to present any evidence of the amount or character of actual damages sustained by reason of the

delay. The Contractor shall be liable to the Town for payment of liquidated damages in the amount of $1,000 per day for each day that the Services are delayed beyond the time for performance set forth in the Contract Documents. Such liquidated damages are intended to represent estimated actual damages and are not intended as a penalty and the Contractor shall pay them to the Town without limiting the Town's right to terminate the Agreement for default as provided elsewhere herein.

15. Applicable Law: This Agreement shall be interpreted in accordance with the laws of the State of Maryland. Any suit to enforce the terms hereof or for damages or other remedy for breach or anticipated breach hereof shall be brought exclusively in the courts of the State of Maryland for Calvert County and the parties expressly acknowledge that venue is proper therein and consent to the jurisdiction thereof and waive any right that they may otherwise have to bring such action in or, transfer or remove such suit in or to the courts of any other jurisdiction.

16. Conflict of Interest: The person executing this Agreement on behalf of the Contractor certifies that he understands the provisions of the Town Charter and Code dealing with conflicts of interest and the prohibition of the solicitation or acceptance of gifts.

17. Set-Off: In the event that the Contractor shall owe an obligation of any type whatsoever to the Town at any time during the term hereof, or after the termination of the relationship created hereunder, the Town shall have the right to offset any amount so owed the Contractor against any compensation due to the Contractor for the provision of the Services.

18. Severability: If any term or provision of this Agreement shall be held invalid or unenforceable to any extent, the remainder of this Agreement shall not be affected thereby, and each term and provision of this Agreement shall be enforced to the fullest extent permitted by law.

19. Record Retention, Audits, and Inspections: The Contractor shall:

A. Retain all financial and programmatic records for a period of three (3) years from the date of issuance of final payment hereunder.

B. Permit the Town to have access to all records, including all subcontracts covered by this Agreement for the purpose of making audits, examinations, reproductions, excerpts, and transcripts. Access shall be available at any time during normal business hours and as often as deemed necessary by the Town.

IN WITNESS WHEREOF, on the date hereinabove set forth, the parties hereto have executed this Agreement in two duplicate originals, any one of these shall be adequate proof of this Agreement without locating or accounting for the other.

WITNESS: [CONTRACTOR]

_____ By: _____
[Insert name and title of signatory]

WITNESS: TOWN OF NORTH BEACH

_____ By: _____
Stacy Milor, Town Clerk Mike Benton, Mayor

Approved for form and legal sufficiency
this ____ day of _____, 2021

_____
Elissa D. Levan, Town Attorney