



**REQUEST FOR PROPOSAL (RFP)**

**2024 BIKE PATH REPAIR PROJECT**

**ISSUE DATE:**

**FRIDAY, FEBRUARY 2, 2024**

**PROPOSALS MUST BE SUBMITTED BY:**

**TUESDAY, FEBRUARY 20, 2024**

**3:00 PM**

Proposals should be hand-delivered to:  
North Beach Town Hall  
8916 Chesapeake Avenue  
North Beach, MD 20714  
Attn: Stacy Milor, Town Clerk

Or Emailed to:  
[NorthBeachRFP@northbeachmd.org](mailto:NorthBeachRFP@northbeachmd.org)

**2024 Bike Path Repair Project**

<b>Request for Proposals:</b>	2024 Bike Path Repair Project
<b>RFP Issue Date:</b>	Friday, February 2, 2024
<b>RFP Issuer/Contact for Clarifications:</b>	Stacy Milor, Town Clerk 443-646-2415 northbeach@northbeachmd.org
<b>RFP Information Available at:</b>	North Beach website: <a href="http://www.northbeachmd.org">www.northbeachmd.org</a> EMMA Maryland Marketplace Advantage Project # BPM042153
<b>Proposals are to be hand-delivered, emailed and received by:</b>	Stacy Milor, Town Clerk at the North Beach Town Hall, 8916 Chesapeake Avenue, North Beach, MD 20714  Tuesday, February 20, 2024, at 3:00 PM Email: NorthBeachRFP@northbeachmd.org
<b>Pre-Bid Visit:</b>	Mandatory Pre-visit on Friday, February 9, 2024; at 10:00 am at the North Beach Welcome Center, 9023 Bay Avenue, North Beach, MD 20714
<b>Questions Due Date and Time:</b>	Tuesday, February 13, 2024, at 4:00 PM to Stacy Milor, Town Clerk, at <a href="mailto:northbeach@northbeachmd.org">northbeach@northbeachmd.org</a>
<b>Contract Type:</b>	Fixed Contract Award
<b>Proposal Validity Period:</b>	All proposals received must be valid for up to 120 days from the proposal's due date.
<b>Funding:</b>	Md. Dept. of Natural Resources Local Parks and Playground Infrastructure Program (Grant). The award will be subject to grant requirements.

Printed and emailed submittals will be accepted. Regardless of the delivery method, it is the responsibility of the bidder to ensure delivery by the deadline.

If printed, the Town encourages double-sided printing where appropriate. Bids must be placed in a sealed envelope addressed to:

Town of North Beach  
Attn: Stacy Milor, Town Clerk  
8916 Chesapeake Avenue, North Beach Md 20714

If via email, send to [northbeachRFP@northbeachmd.org](mailto:northbeachRFP@northbeachmd.org) with the subject "2024 Bike Path Repair Project".

## **1 Minimum Qualifications**

### **1.1 Minimum Qualifications**

Bidders must submit three references for projects involving marine/road construction and repair for other federal, state, or local governmental entities. Bidders must have at least (5) years of applicable experience.

**THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.**

## 2 Contract Background and Scope of Work, Terms, and Other Requirements:

### 2.1 Summary

The Town of North Beach is requesting proposals from licensed contractors with at least five (5) years' experience in building and repairing asphalt bike paths or trails adjacent or close to a watercourse (i.e. river, stream, bay, ocean) to complete repairs to an existing bike path. The Town reserves the right to award one contract for the entirety of the work specified in this RFP or to award multiple contracts for portions of the work specified in the RFP.

### 2.2 Purpose

To repair the distressed portion of an existing, asphalt-paved bike path along the boardwalk adjacent to Bay Avenue in the Town of North Beach.

### 2.3 Town Staff and Roles

- A. **Mayor:** Provides oversight of contract terms, conditions, and performance, and approves all invoices.
- B. **Town Treasurer:** Receives and processes Contractor's invoices and ensures costs are within budget.
- C. **Town Public Works Director:** Provides in the field review of services to ensure conditions of the contract are met.
- D. **Town Clerk:** Issues the Town's RFPs and receives proposals and bids.
- E. **Town Council:** Awards the contract.

### 2.4 Scope of Work

The Town of North Beach seeks to enter into a contract with a qualified contractor to remove and dispose of portions of an existing asphalt bike path (approximately 150 feet by 5 feet wide) as depicted on the plan included herein marked as Exhibit "A".

Once the existing bike path is removed, the successful contractor will inspect the area for erosion, identify problem areas, and advise the Town of North Beach Department of Public Works Director. The contractor will then work with the Town to correct any problems identified.

Once any problems are addressed, the contractor will install approximately 150 feet of vinyl sheeting – CML Shoe Guard SG-225 or equal - along the interface of the boardwalk and bike path in the highlighted area, Exhibit "A". A test sheet will be driven to determine the length of the material (sheet) for usage. The vinyl sheeting will be driven to a depth of 4" inches below the existing bike path and clipped.

The product shall be installed following all product installation instructions. The vinyl sheeting must be capped with CMI AW-575 STR Cap or equal, per the manufacturer's instructions marked Exhibit "B".

Once sheeting has been installed and capped, the area will be backfilled with CR6 material and tamped to specifications provided on drawings. The area will be paved per the drawing detail as provided, per Exhibit "A".

The work to be performed is in a high-traffic pedestrian area. All work shall be performed safely per all applicable Federal, State, and local laws and regulations. The contractor shall be responsible for a safe working area.

## **2.5 Contract Schedule**

The Town of North Beach would like to schedule these repairs for the winter of 2024 and for the work to be completed within 120 days of the award.

## **2.6 Contract Payment**

The Contractor may submit monthly invoices in an amount proportional to the quantity of work properly performed. Invoices are payable within 30 days of receipt by the Town of North Beach.

## **2.7 Contractor Personnel**

The Contractor shall assign a qualified person or persons to oversee the work of the Contractor's staff under the contract and will identify the qualified person(s) to the Town including a cell number, an office desk phone/landline number, and an email address. This information is required to be kept up to date with the Town. In the event of personnel changes, the Town should be notified within 48 hours of the change.

- Information regarding the experience and relevant training of the qualified person(s) shall be furnished to the Town if requested.
- The Town may refuse to permit any employee of the Contractor to work on the contract if it is found that the employee has engaged in conduct outside the norms of socially and professionally acceptable behavior or has been negligent, or discourteous in the performance of their duties, or who has been found to be incompetent.

## 3 Information for Bidders

### 3.1 Bids:

Sealed bids and emailed bids to [northbeachRFP@northbeachmd.org](mailto:northbeachRFP@northbeachmd.org) will only be accepted by the Town if submitted following these instructions, the General Conditions, and any other attached bid documents. The contractor **must** submit its bid on the required bid form but may also submit any additional information on a separate document for consideration.

### 3.2 Qualifications of Bidders:

The Town may make such investigation as it deems necessary to determine the ability of the Bidder to provide 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 conduct 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.

3.3.7 The Town reserves the right to check the bidder's references 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.

### **3.4 Required Attachments to Bids:**

Each bid shall be accompanied by the documents identified on page one of the sample agreement Exhibit "C".

### **3.5 Acceptance or Rejection of Bids; Reservations:**

The Town intends to accept or reject bids within one hundred twenty (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 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 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 seven (7) days of notice of award. Failure of the Bidder to do so may result in the loss of its bid security and/or their award of bid.

### **3.7 Bid Withdrawals:**

Prior to the time of opening, bids may be withdrawn only upon written request received from Bidder to Stacy Milor, Town Clerk at: [northbeach@northbeachmd.org](mailto:northbeach@northbeachmd.org). No bidder may withdraw its bid for a period of one hundred twenty (120) days after the opening of bids.

### **3.8 Addenda:**

Any addenda issued after the request for proposals 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 an acknowledgment of receipt.

### **3.9 Specifications:**

Bidders must examine the specifications carefully. In case of doubt arising as to the meaning or intent of anything shown in the specifications, an 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 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 can be filled out electronically.** If changes, erasures, or alterations to information to be completed by the bidder are made, such changes, erasers or alterations shall be clear and legible and shall be initialed by the person signing the Bid Form. The Bid Form may provide for the 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 item is such that it is unreasonable for that 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 with the Bid package. Bids may be modified or withdrawn at any time prior to the opening of bids. The signing of Bids shall comply with instructions on the Bid Form.

3.11.5. The Bidder assumes full responsibility for the timely delivery of their Bid. Bids received after the designated time for the public bid opening will be returned to the Bidder unopened.

3.11.6. Bids will be officially opened after the bid opening date and time as set forth in the Invitation for Bid. Thereafter, a spreadsheet will be prepared promptly, showing bid information. The spreadsheet will be made available after verification by the Town. In case of a discrepancy between prices in writing and in figures, the writing shall govern. In case of an 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 to the Contract form will not be permitted 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.



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 meeting specifications, 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 the performance of the work 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 Work 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 or 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 Bond, Performance Bond, and Payment Bond**

The Contractor must submit with their bid package a Bid Bond or cashier's check equal to 5% of the submitted bid. If awarded the contract, at the Town's request, a performance bond in an amount equal to the costs for performing the required work along with a maintenance bond valid for one year in the amount of the contract to protect the Town from the Contractor's failure to perform said services herein, unless such failure is a result of force majeure. **A payment bond of 50% of the contract will be required if the bid is over \$100,000.00.**

### **3.15 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.

### **3.16 Grant-Funded Contracts:**

This Agreement is funded, in whole or in part, using federal or State grant funds and is therefore subject to conditions imposed by regulations of the governmental entity providing such funds. Such funding is identified in 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. A copy of the Grant Agreement for the funding for this project ("Grant Agreement") is attached hereto for Bidders' reference. In the event of a conflict between a requirement of the Grant Agreement and this RFP or the agreement entered into between the Town and the successful Bidder as a result of this RFP, the provisions of the Grant Agreement shall prevail, unless the terms of the agreement with the Town are more strict, in which case the terms of the agreement will prevail. See Exhibit "C".

## 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 complete the service as specified in the bid proposal.

4.2.2. If the Contractor is delayed at any time in the services provided by any act or negligence of the Town, or by any act or negligence by a 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 Services within the time provided in the contract documents may cause the Town to incur economic and non-economic damages and losses of types and 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 services and 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 Insurance:

The Contractor shall maintain the following insurance coverages and shall provide Certificates evidencing such insurance to the Town before beginning work. Certificates of Insurance shall be

on an occurrence basis. The Contractor shall name the Town as additional insured to the required insurance policy and will furnish a Certificate of Insurance or other acceptable evidence of insurance coverage to the Town upon signing the contract.

1. Comprehensive Liability Insurance: Limits of coverage for commercial general liability and broad form property damages coverage are to be no less than One Million Dollars (\$1,000,000.00) occurrence/One Million Dollars (\$1,000,000.00) aggregate personal injury and death and Two Hundred Fifty Thousand Dollars (\$250,000.00) property damage/ Five Hundred Thousand Dollars (\$500,000.00) aggregate, where insurance aggregates apply.

2. Automobile Liability Insurance. Motor vehicle insurance meets the requirements of Maryland law and covers 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 for each accident.

3. Workers' Compensation: Failure of the Contractor to maintain Worker's Compensation coverage for the duration of the contract will result in the Town deducting from each payment made under this contract to the Contractor, a pre-determined percentage to defray coverage costs of the Town. The contractor shall comply with the requirements and benefits established by the State of Maryland for the provision of Workers' Compensation.

#### **4.5 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.

#### **4.6 Testing and Inspection:**

The Town has the right to inspect and test all services 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.

#### **4.7 Guarantee:**

The successful Contractor shall guarantee the work and materials against any defects arising from faulty installation, faulty materials supplied under this contract, or faulty workmanship that may appear within one (1) year 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  
NORTH BEACH, MARYLAND**

***2024 Bike Path Repair Project***

THIS BID IS SUBMITTED 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 bid documents to perform all Work as specified or indicated in the bid documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the bid documents.

2.01 Bidder accepts all the terms and conditions of the documents included with the Request for Proposals, including without limitation those dealing with the disposition of Bid security.

3.01 In submitting this Bid, Bidder represents, as outlined in the RFP and sample agreement, that:

- A. Bidder has examined and carefully studied the bid documents, the other related data identified in the bid documents, and the following Addenda, receipt of all, which is hereby acknowledged:

Initial Acknowledgement & Date \_\_\_\_\_

Addendum No.

Addendum Date

1. \_\_\_\_\_

\_\_\_\_\_

2. \_\_\_\_\_

\_\_\_\_\_

- B. Bidder attended the pre-bid visit on Friday, February 9, 2024, at 10:00 am and became familiar with and satisfied with the general, local, and site conditions that may affect the cost, progress, and performance of the Work.
- C. Bidder is familiar with and is satisfied with all Federal, State, and local laws and regulations that may affect the cost, progress, and performance of the work.
- D. Bidder is aware of the general nature of work to be performed by Town and others at the Site if any that relates to the work as indicated in the bid documents.
- E. The bid documents are generally sufficient to indicate and convey an understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

4.01 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:

**Town of North Beach Bid Sheet**

Item No.	Item	Unit Meas.	Quantity	Unit Price	Amount
1	Asphalt removal and disposal	SQ			
2	Backfill materials per unit feet				
3	Unit price per paving per sq ft, 2" depth compacted.	SQF			
4	CMA Shore Guard SGG-225 Sheeting ; 18' width	SQF			

\_\_\_\_\_  
Witness                      Date

\_\_\_\_\_  
Contractor                      Date

6.01 Bids should include a) a Signed Bid Form, b) a Bid bond or cashier's check in the amount of 5% of the bid; and c) an Affidavit of Public Contracting Availability.

All questions related to this bid shall be sent to Stacy Milor, Town Clerk, at northbeach@northbeachmd.org or by phone at 443-646-2415.



