

REQUEST FOR PROPOSALS

CROUSE PARK BULKHEAD REPLACEMENT ENGINEERING SERVICES



September 2024

CONTACT

Katie Northam, LEED AP BD+C
Project Manager
Town of Denton
4 North Second Street
Denton, Maryland 21629

(410) 479-3625
(410) 479-3534 FAX

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INVITATION TO BID
CROUSE PARK BULKHEAD REPLACEMENT
ENGINEERING SERVICES

The Town of Denton is accepting sealed bid proposals for engineering services on the Crouse Park Bulkhead Replacement project. Information, specifications, bid forms, and addenda may be obtained from the Town website <https://dentonmaryland.com/news/requests-for-proposals-rfps/> or by calling (410) 479-3625. All questions concerning this RFP should be forwarded to Katie Northam by email at knortham@dentonmaryland.com. Interested bidders are encouraged to send an email to knortham@dentonmaryland.com confirming their Notice of Intent to bid.

Bids must be received by the Town of Denton no later than 10:00 am, October 11, 2024. Bids will be opened and privately reviewed at this time. A pre-bid meeting will be held, **only if requested by bidders on** Wednesday, September 18, 2024, at 10:00 am at the Town Office located at 4 N. Second Street, Denton, MD 21629.

Qualified Minority Business Enterprises (MBE) and Women Business Enterprises (WBE) are encouraged to participate in this solicitation.

The Town of Denton reserves the right to reject any and all bids, and/or waive informalities or irregularities, and/or to accept or reject any items of any bid, as it may deem best for its interest. The Town reserves the right to terminate this process, to not award a contract, and to cancel or modify this solicitation process at any time. In no event will the Town or any of their respective agents, representatives, consultants, directors, officers, or employees be liable for, or otherwise obligated to reimburse, the costs incurred in preparation of this solicitation, or any related costs.

Proposals will be evaluated, and award will be made based on multiple evaluation criteria. Reference Section C0 – Info to Bidders for more detailed information regarding criteria to be reviewed. The Town reserves the right to interview any and all bidders but shall not be required to conduct interviews.

This project will be funded through a grant from the Maryland Department of Natural Resources Waterway Improvement Funds (WIF).

This Contract is subject to all appropriate federal laws including Title IV of the Civil Rights Act of 1964. The Town of Denton is an Equal Opportunity Employer.

TOWN OF DENTON



Katie Northam, LEED AP BD+C
Project Manager

BID SCHEDULE
CROUSE PARK BULKHEAD REPLACEMENT
ENGINEERING SERVICES

<u>Date</u>	<u>Step</u>
September 4, 2024	RFP Available / Begin Advertising
September 4, 2024	Mail Bid Proposals to Firms on File
September 11, 2024	Newspaper Advertisement
September 18, 2024	Pre-Bid Meeting (<u>if requested</u>) – 10:00 am
October 2, 2024	Deadline for Questions – 4:00 pm
October 4, 2024	Final Addendum Issued
October 11, 2024	Final Bid Acceptance – 10:00 am
October 11, 2024	Open Bids (private) – 10:01 am
October 14, 2024	Begin Bid Review / Selection Process
November 7, 2024	Tentative Date for Award by Town Council

INFORMATION TO BIDDERS

CROUSE PARK BULKHEAD REPLACEMENT ENGINEERING SERVICES

C.1 GENERAL

The Town of Denton, Maryland (the "Town") is accepting Sealed Bid Proposals from qualified Engineering firms to design and act as the Engineer of Record for the replacement of the existing bulkhead at Crouse Park, located at 5 Crouse Park Lane, Denton, Maryland 21629. Specifications and bid forms are contained elsewhere in this bid package. A pre-bid meeting will be held, **only if requested by bidders on** Wednesday, September 18, 2024, at 10:00 am at the Town Office located at 4 N. Second Street, Denton, MD 21629.

To be considered eligible to submit a Proposal, Bidders must be legally licensed under applicable law in the State of Maryland.

C.1A BID DELIVERY

Bidders are cautioned that bids mailed or shipped express to arrive the day of the bid opening must be in the hands of the Town Administrator no later than 10:00 am on the date specified. Bids received later than that time will be returned unopened. Please check your method of delivery to see if they conform to our schedule. Proposals must be mailed, shipped, or hand delivered to:

**Town of Denton
Attn: Katie Northam
4 N Second Street
Denton, MD 21629**

BIDS WILL NOT BE ACCEPTED AT ANY OTHER LOCATION. THE TOWN OF DENTON WILL NOT BE RESPONSIBLE FOR ANY BIDS DELIVERED TO ANY LOCATION OTHER THAN TO THE TOWN OFFICE.

Bids may also be submitted electronically. Electronic bids must be sent to knortham@dentonmaryland.com no later than 10:00 am on the date specified. Electronic bids must include in the Subject line "Bid Proposal – Crouse Park Bulkhead Replacement Engineering Services" and will not be opened until 10:01 am. No proposal will be accepted after 10:00 am.

C.2 CHANGES TO CONTRACT DOCUMENTS

Changes to the CONTRACT DOCUMENTS shall be made only in writing and copies will be mailed to all known prospective bidders. The Town assumes no responsibility for

verbal instructions for interpretations. The CONTRACT DOCUMENTS contain the provisions required for the CONTRACT. Information obtained from an officer, agent, or employee of the TOWN or any other person shall not affect the risks or obligations assumed by the CONTRACTOR or relieve him from fulfilling any of the conditions of the contract.

C.3 BID INSTRUCTIONS

Sealed proposals shall be submitted to Katie Northam, 4 N Second Street, Denton, Maryland 21629 or electronically sent to knortham@dentonmaryland.com. Proposals must be received by no later than 10:00 a.m., October 11, 2024. **All proposals must be in a sealed envelope with the following information clearly printed on the outside.**

**THIS IS A SEALED BID PROPOSAL
for CROUSE PARK BULKHEAD REPLACEMENT
ENGINEERING SERVICES**

Bid Acceptance will be until 10:00 am, October 11, 2024. Bids to be opened and privately reviewed at 10:01 am, October 11, 2024.

C.4 BID OPENING

All bids will be opened and privately reviewed at 10:01 am, October 11, 2024, at the Town Office.

C.5 BID PROCEDURE

Not Applicable.

C.6 OMISSION OF SPECIFICATIONS

The omission of the buyer/owner of any specification or details of any specification, which would normally apply to the products of service herein stated, shall not relieve the bidder from fulfilling those required specifications needed to provide an end product best suited to the intended purpose. The best commercial practices are to prevail and only materials of first quality, correct type, size and design are to be used. Workmanship shall be of first quality. All parts and materials, whether specified herein or not, shall be rated to meet or exceed the maximum rating required by the product or service and its maximum intended purpose.

C.7 BID FORMS

Bid proposals must be made on the required bid forms. All blank spaces for bid prices must be filled in, ink or typewritten, and the bid form must be fully completed and executed

when submitted. Only one copy of the bid form is required. A conditional or qualified bid will not be acceptable. The base price on the bid form shall be the total cost of the item being bid in accordance with the specifications in the contract documents. Alternates shall only be used to reflect increases or decreases in the base bid price. Only those alternates which are specifically requested by the Town of Denton will be considered.

C.8 BID SECURITY

Not Applicable.

C.9 DELIVERY

Not Applicable.

C.10 WAIVER OF TECHNICALITIES

The Town of Denton reserves the right to waive formalities or technicalities in bids as the interest of the Town requires in accordance with the terms of the Purchasing Ordinance.

C.11 CONTRACT AWARD

It is the intent of the Town of Denton to award a contract to the lowest responsible bidder within 30 calendar days following bid opening. The Town of Denton reserves the right to reject any and/or all bids. No bid may be withdrawn within 90 days after the bid opening. Proposals must be valid for a period of 90 days following the bid opening date. The Town reserves the right to accept in part or in whole any or all proposals submitted.

C.12 TAX EXEMPTION

The Town of Denton is exempt from paying all federal, State and local excise tax.

C.13 BASIS OF AWARD

Bid proposals will be evaluated on multiple criteria as listed below. A review committee will evaluate and rank all proposals provided. The weights of each item to be ranked are included below as well.

1. Lowest responsive, responsible price as indicated by the price on the bid form. (25%)
2. Compliance with specifications and terms of the Bid Package. (20%)
3. Demonstrated skill and experience with similar projects. (20%)
4. Ability to perform or deliver quality work on time. (15%)
5. Proposed project team and availability. (15%)
6. Local business. (5%)

No contract shall be awarded to any firm, corporation, partnership, etc. who is debarred from public works.

C.14 MODIFICATION OR WITHDRAWAL OF BIDS

1. Pre-Opening Modification or Withdrawal of Bids

a) Procedure - Bids may be modified or withdrawn by written notice received by the Project Manager before the time and date set for bid opening.

~~b) Disposition of Bid Bond - If a bid is withdrawn in accordance with this regulation, the Bid Bond, if any, shall be returned to the Bidder.~~

2. Late Bids, Late Withdrawals and Late Modifications

a) Policy - Any bid, request for Withdrawal, or request for Modification received at the place designated in the invitation for bids after the time and date set for receipt and opening of bids is late.

b) Treatment - A late bid may not be considered under any circumstance and will be mailed to the bidder's last known address. Late modifications and late withdrawals will not be considered by the Town.

C.15 FIRM ABILITY

The Town may take such investigations as deemed necessary to determine the ability of the BIDDER to perform the work and the BIDDER shall furnish the TOWN all such information and data for this purpose.

C.16 PAYMENT TERMS

The terms of payment shall be net 30-days from the date of receipt of properly approved invoices by the Town. Prior to submission of the first invoice, the awarded Firm shall provide a schedule of values to be reviewed and approved by the Town.

C.17 PERFORMANCE BOND

Not Applicable

C.18 SUBSTITUTIONS

Not Applicable

C.19 ADDENDA

Addenda will be mailed or delivered to all who are known to have received a complete set of bidding documents. Copies of Addenda will be made available for inspection wherever Bidding Documents are on file for that purpose. No Addenda will be issued later than five (5) days prior to the date for receipt of bid, except an Addendum withdrawing the request for bids or one which includes postponement of the date for receipts of bids.

No interpretations of the meaning of bid documents will be made to any bidder orally. Every request for such interpretation should be made in writing, addressed to the project contact, and to be given consideration, must be received at least seven (7) business days prior to the final date fixed for receiving bids. Any and all such interpretations and/or supplemental instructions will be in the form of written addenda.

C.20 ALTERNATES

An alternate is a dollar amount to be added to or subtracted from the base bid price. The Council may request alternate prices to compare various options that may be in their best interest. The Town shall have the right to accept Alternates in any order or combination, and to determine the low bidder on the basis of the Base Bid and Alternates accepted.

C.21 CONTRACT DOCUMENTS

The Contract Documents shall include the Invitation to Bid, Schedule, Information to Bidders, all Bid Forms, Specifications, Agreement, Non-Collusion, Affidavit, Addenda, and any other documents which are clearly intended to be a part of this product or service.

C.22 BUDGET FUNDING

A contract made as a result of this bid will be subject to the appropriation of funding by the Town. If the Town does not appropriate any funds, then the Contract shall become invalid. The Town reserves the right to reject all proposals based on budgetary constraints and/or failure to obtain loan or grant funding to cover all or a part of the cost of services.

C.23 PURCHASE ORDER

Not Applicable

C.24 IDENTICAL BIDS

The Town will follow all State and Federal laws that apply to identical bids. In the event two or more bids are identical, the Town may rebid the project.

C.25 TRADE AND BRAND NAMES

The use of or references to any trade or brand names in this bid package shall be solely for the purpose of establishing a standard and shall in no way infer that other trade and brand names will not be acceptable.

C.26 FEDERAL ASSISTANCE

The Town of Denton shall comply with Title VI of the Civil Rights Act of 1964 which provides that no person shall be denied on the grounds of race, color, or national origin, be excluded from, be denied the benefits of, or discriminated against under any program or activity receiving Federal financial assistance.

C.27 WARRANTY

Not applicable.

C.28 EQUAL OPPORTUNITY EMPLOYMENT

Each bidder shall verify through execution of the bid form that it does not discriminate based on race, color, creed, religion, gender, age, lawful sexual orientation, marital status, national origin, or on any other basis generally prohibited by any federal, state, or local law, rule or regulation.

C.29 RESERVATION

The Town of Denton reserves the right to increase or decrease quantities and/or projects at their discretion.

C.30 DELIVERY SCHEDULE

Not Applicable.

C.31 PRODUCT LITERATURE

Not Applicable.

C.32 EXCEPTION TO BID SPECIFICATIONS

Any bidder taking exception to requested specifications must make these exceptions, clear and in writing, and attached to his sealed bid proposal. However, this section is not to be construed that the Town of Denton is obligating themselves to accept anything other than the Specifications requested elsewhere in the Bid Proposal.

C.33 TIME OF DELIVERY

The Contractor, after receipt of written notice of the award of the contract and receipt of the purchase order, shall diligently prosecute same so that it will be fully completed within the number of consecutive calendar days stated in the proposal. Calendar days for completing services shall start from the date of notice of said award and purchase order.

Any and all work performed prior to receipt of written notice of the award of the contract is at the firm's risk with no claim against the Town for such work.

C.34 DEFAULT IN DELIVERY

In the event of a default by the Contractor under the terms of the contract, the Town shall have the right, but not the obligation, to award the balance of the contract to the second lowest responsible bidder, and to negotiate an extension of the contract for a period not to exceed three (3) years.

C.35 LOCAL BIDDERS PREFERENCE

The Town of Denton may impose a local bidder's preference, with local bidder being defined as a firm located within a 100-mile radius of the Town Office.

C.36 ETHICS ORDINANCE

By submitting a bid in response hereto, the bidder acknowledges that the Town has an Ethics Ordinance (Reference the Town Code Chapter 14 Ethics). It is the responsibility of the bidder to familiarize themselves with the Ethics Ordinance and certify that it has no knowledge of any violation of that ordinance; that it has no knowledge of any conflict of interest which may be caused if it is awarded a contract under the Ethics Ordinances; and that it has not given any gift to anyone who has or may participate in the awarding of this contract. The requirements of this paragraph should be deemed met by the bidder is a disclosure of any fact which might require disqualification hereunder has been made to the Town of Denton prior to submission of the bid. Contact Ms. Lyndsey Ryan, Town Attorney, at (410) 822-2929 if any additional information is required.

C.37 SUBSTANCE ABUSE POLICY

The Town of Denton has adopted a Substance Abuse Policy. This policy will be adhered to strictly. Prospective bidders are cautioned to become familiar with this policy. The Town of Denton is committed to providing a drug and alcohol-free workplace for its employees and the community.

C.38 INSURANCE

Awarded firm shall maintain at all times during the period of the Agreement, at its own expense, insurance coverage, with the Town as a named insured, as follows:

- a) Professional Liability Insurance
 - a. \$1,000,000 per occurrence and \$2,000,000 aggregate

Evidence of said insurance coverage shall be given to the Town at the time the Firm executes this Agreement. Certificates of Insurance must list the Town of Denton as an additional insured. Thereafter, the Firm shall provide to the Town evidence of the above insurance at any time the certificate of insurance expires or there is a change in the insurance carrier.

C.39 ASSIGNMENT

This Agreement shall not be assigned by either party.

C.40 PERSONAL LIABILITY OF PUBLIC OFFICIALS

In carrying out any of the provisions of this Contract or in exercising any power of authority granted herein, there shall be no personal liability upon the Town, or its authorized representatives, it being understood that in all such matters, he or she acts as an agent or representative of the Town.

C.41 LAW AND REGULATIONS

The bidder's attention is directed to the fact that all applicable Federal, State, County, and municipal laws, ordinances, regulations, etc. and the rules and regulations of all authorities having jurisdiction over the project shall apply to the contract throughout.

C.42 CONDITION OF WORK

Each bidder must inform themselves fully of the conditions relative to the design under which the work will be performed. Failure to do so will not relieve a successful bidder of their obligation to carry out the provisions of the documents and to complete the contemplated work as set forth in the bid. The Engineer in carrying out their work must not interfere with the current use of the project location.

C.43 OBLIGATIONS OF BIDDERS

At the time of the opening of bids each bidder will be presumed to have inspected the site and to have read and be thoroughly familiar with the solicitation details (including any addenda). The failure or omission of any bidder to receive or examine any form, instrument or documents shall in no way relieve any bidder from any obligations contained therein.

END OF SECTION

SPECIFICATIONS

CROUSE PARK BULKHEAD REPLACEMENT ENGINEERING SERVICES

The Town of Denton is accepting sealed bid proposals for the Crouse Park Bulkhead Replacement Engineering Services project, according to the specifications listed below.

Description: The original bulkhead located at Crouse Park was constructed in the 1960s and has been repaired multiple times. The existing structure is worn causing frequent washouts, which create sinkholes that cause tripping hazards for boaters and people fishing. The Town of Denton will be replacing approximately 240 feet of the existing bulkhead located at the boat ramp in its entirety; reference Attachment G.1. The selected engineering firm will be responsible for planning, design, and engineer of record services during construction of the project.

Scope of Work: The scope of work for this project includes the following:

- Engineering plan and design of the replacement bulkhead
 - Improvements are to include all phases of demolition and construction.
 - The project shall be designed using the latest nationally accepted industry standards.
 - The Engineer shall consider climate change impacts (i.e. sea level rise and nuisance flooding) as part of the project's design and make recommendations accordingly.
 - The firm shall provide a topographic survey of the project area, including the boat ramp, adjacent structures, and bulkheads.
 - The firm shall provide soil borings and geotechnical evaluations of collected soil samples as necessary to support the structural design.
 - No property survey is required, as the Town of Denton owns the property.
 - Make recommendations and suggest alternatives that may reduce project costs, improve function, expedite project timeline or other considerations.
 - Prepare construction drawings in conformance with professional drafting practices and engineering standards. Drawings shall include borders, title blocks, signature approval boxes, vicinity maps, general notes, traverse and benchmark information, scaled typical sections and details, site plans, cross sections, sediment and erosion control notes and details, and other pertinent information as required by the permitting agencies.
 - Prepare specifications that include specific instructions for the contractor detailing all aspects of the proposed work.
 - Design submittals shall be made at the following intervals:
 - Preliminary (30%)
 - Pre-Final (90%)
 - Final (100%)
- The firm shall submit to the Town four (4) copies of drawings and specifications, as well as a PDF format copy at the Preliminary and Pre-Final stages of design for review and approval prior to proceeding to the next phase. Also provide four (4) original copies of the Final contract documents, in addition to a digital copy in PDF format.
- Provide (1) construction cost estimate at the Pre-Final stage of design to the Town

- for review. The cost estimate can be an engineer's cost estimate.
- Prepare permit applications, submit and acquire permits as necessary for work required.
- Engineer of Record Services during construction
 - Attend Pre-Construction Conference – Attend (1) pre-construction conference with representatives including but not limited to the Town, MDE, and the Contractor.
 - Attend Progress Meetings and Site Visits- Include an estimated four (4) site visits and provide field reports. Coordinate site visits with progress meetings. Observe and ensure that the work is being completed per Contract plans and specifications.
 - Submittal, Shop Drawings Review – Review submittals, shop drawings, cut sheets and other documents as provided by the Contractor.
 - RFI Review and Response – Provide interpretation and/or clarification of Contract Documents in a timely manner when requested by the Contractor.
 - Review and Comment on Design Changes – Review and comment on design changes during construction when requested by the Contractor.
 - Punchlist Inspection – Once the Contractor has reached Substantial Completion, perform one (1) punch list inspection of the project.
 - Prepare Record “As-Built” Drawings – Furnish to the Town a complete set of record drawings at the conclusion of the project. Provide four (4) original copies, in addition to a digital copy in PDF format.

Design / Contractor Bidding Schedule: The design and contractor bidding schedule for this project are tentatively planned as follows, but are subject to change:

- Project Planning & Design: November 2024 – April 2025
- Contractor Bidding: May 2025 – June 2025
- Contractor Award / Start Submittals and Procurement: July 2025 (pending approval of FY26 grant funding)
- Construction Start: November 2025
- Construction Substantial Completion: April 2026

Funding: This project will be funded through a grant from the Maryland Department of Natural Resources Waterway Improvement Funds (WIF).

INDEX OF BID FORMS
CROUSE PARK BULKHEAD REPLACEMENT
ENGINEERING SERVICES

- E1. Standard Sealed Bid Form
- E2. Affidavit of Qualifications to Bid
- E3. Non-Collusion Certificate
- E4. Subcontractor's Declaration (Listing of subcontractors as required)
- E5. Background Questionnaire
- E6. Hourly Rates Information
- E7. Project Team Resumes
- E8. Project Examples

BID FORM

**CROUSE PARK BULKHEAD REPLACEMENT
ENGINEERING SERVICES**

We hereby submit for your review the following proposal requested by the Invitation to Bid. This Bid Form shall include and incorporate all information and specifications which are contained in the Contract Documents, as described in Section C.21, the same as if specifically written herein.

BID PRICE FOR ENGINEERING SERVICES

DESCRIPTION	COST
a) Fee for Plan & Design of the Replacement Bulkhead	
b) Fee Associated with Engineer of Record Services during Construction	
<i>TOTAL FEE (a + b)</i>	

To be considered to be eligible to submit a Proposal, Bidder must be legally licensed under applicable law in the State of Maryland.

The Total Fee should be the total cost of the itemized bid information.

The bid items listed above are intended to include all work items associated with a complete project. Some work components of the project may not be specifically listed and as such, it is the contractor's responsibility to include all work required within an appropriate bid item listed above.

BIDDERS:

AGENT (typed): _____

FIRM NAME: _____

ADDRESS: _____

TELEPHONE: _____

E-MAIL ADDRESS: _____

FAX #: _____

SUBMITTED BY: _____

TITLE: _____

(Signature)

This _____ day of _____, 2024

Receipt of Addenda:

Date: _____

Date: _____

Date: _____

AFFIDAVIT OF QUALIFICATION TO BID
CROUSE PARK BULKHEAD REPLACEMENT
ENGINEERING SERVICES

I HEREBY AFFIRM THAT

1. I am the (Title) _____
and the duly authorized representative of the firm of (Name of Corporation)

_____ whose address is

_____ and that I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting.

2. Except as described in paragraph 3 below, neither I nor the above firm, nor to the best of my knowledge, any of its officers, directors, or partners, or any of its employees directly involved in obtaining contracts with the State or any county, bi-county, or multi-county agency, or subdivision of the State have been convicted of, or have pleaded nolo contendere to a charge of, or have during the course of an official investigation or other proceeding admitted in writing or under oath acts or omissions which constitute bribery, attempted bribery, or conspiracy to bribe under the provisions of Article 27 of the Annotated Code of Maryland or under the laws of any state of the federal government (conduct prior to July 1, 1877 is not required to be reported).

3. (State "none" or, as appropriate, list any conviction, plea, or admission described in paragraph 2 above, with the date; court, position with the firm, and the sentence or disposition, if any) _____

_____ I acknowledge that this affidavit is to be furnished to the Town of Denton Attorney, and where appropriate, to the Attorney General under section 16D of Article 78A of the Annotated Code of Maryland. I acknowledge that if the representations set forth in this affidavit are not true and correct, the Town of Denton may terminate any contract awarded and take any other appropriate action. I further acknowledge that I am executing this affidavit in compliance with Section 16D of Article 78A of the Annotated Code of Maryland, which provides that certain persons who have been convicted of or have admitted to bribery, attempted bribery, or conspiracy to bribe may be disqualified, either by operation of law or after hearing, from entering into contracts with the State of any of its agencies or subdivisions.

I do solemnly declare and affirm under the penalties of perjury that the contents of this affidavit are true and correct.

Signature _____

Date _____

NON-COLLUSION CERTIFICATE

**CROUSE PARK BULKHEAD REPLACEMENT
ENGINEERING SERVICES**

I CERTIFY THAT I AM THE _____
(Title)

and the duly authorized representative of the firm of

whose address
is _____

AND THAT NEITHER I nor, to the best of my knowledge, information and belief, the above firm
nor any of its other representatives I here represent have:

- a. Agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the bid or offer being submitted herewith:
- b. Not in any manner, directly or indirectly, entered into any agreement, participated in any collusion to fix the bid price or price proposal of the bidder, or offer of herein or any competitor, or otherwise taken into action in restraint of free competitive bidding in connection with the Contract for which the within bid or offer is submitted.

In making this affidavit, I represent that I have personal knowledge of the matters and facts herein stated.

Signature

Date

Printed or typed name

SUBCONTRACTOR DECLARATION
CROUSE PARK BULKHEAD REPLACEMENT
ENGINEERING SERVICES

Each bidder shall set forth in the bid the names, phone numbers, and addresses of any subcontractors that may be used to assist in design.

There shall be submitted proof that each subcontractor is qualified in accordance with the rules and regulations of the State of Maryland when such rules and regulations exist.

If the contract does not involve any subcontractors, please insert the word "NONE" in the name spaces provided.

Subcontractor

Name _____

Phone Number _____

Address _____

Subcontractor

Name _____

Phone Number _____

Address _____

BACKGROUND QUESTIONNAIRE
CROUSE PARK BULKHEAD REPLACEMENT
ENGINEERING SERVICES

Provide the following information. Fill in all blank spaces. If a question or prompt does not apply, mark N/A.

Date of Organization of Company _____

Name and address of officers _____

President _____

Vice President _____

Secretary _____

Treasurer _____

EXPERIENCE

1. How many years has your organization been in business as an engineering firm under your present business name? _____

2. How many years of experience in this type of design work has your organization had? _____

3. Have you ever failed to complete any work awarded to you (within the last ten years)? _____

If so, where and why? _____

4. Have you or has any officer of your organization ever been an officer or partner of some other engineering firm that failed to complete any work (within the last ten years?) _____

If so, state the name of individual, position and the name of the other organization _____

5. Provide a list of marine engineering projects the firm has recently completed, or is currently working on.

<u>Name of Project</u>	<u>Amount</u>
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

6. Provide a list of uncompleted projects the firm is currently working on.

<u>Name of Project</u>	<u>Amount</u>
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

7. State approximately the largest amount of work you have done in any one year (within the last five years) or a similar nature to the work being bid on.

HOURLY RATES INFORMATION

CROUSE PARK BULKHEAD REPLACEMENT
ENGINEERING SERVICES

Bidder to attach standard Hourly Rates information. Submitted and approved rates will be used should any changes or additional work be required.

PROJECT TEAM RESUMES

CROUSE PARK BULKHEAD REPLACEMENT ENGINEERING SERVICES

Bidder to attach resumes of key staff, including years of experience, PE registration numbers (where applicable), and home office location for the proposed Project Manager.

If subcontractors are being utilized, include the resumes of key personnel from the subcontracting firm.

PROJECT EXAMPLES

CROUSE PARK BULKHEAD REPLACEMENT ENGINEERING SERVICES

Attach at a minimum one (1) but no more than three (3) examples of similar projects (in scope) completed by the engineering firm in the last 5 years.

For each project provided, include the following:

- a. Project Name
- b. Project Location
- c. Owner
- d. Design Engineer
- e. General Contractor
- f. Description of Work
- g. List of all key staff and roles on the project
- h. Contract value as awarded
- i. Change order total
- j. Final Contract value
- k. Original contract duration
- l. Actual contract duration
- m. Notice to Proceed date
- n. Substantial Completion date
- o. Final Completion date
- p. Funding sources including grants and loans
- q. Owner reference – Name, Title, Phone Number, E-mail Address

**TOWN OF DENTON
CROUSE PARK BULKHEAD REPLACEMENT
ENGINEERING SERVICES**

THIS AGREEMENT, made this ____ day of _____, 2024, by and between the Town of Denton, by the Council of the Town of Denton [hereinafter referred to as Town] and _____, [hereinafter referred to as Engineering Firm.]

WHEREAS, the Town solicited bids for engineering services related to the Crouse Park Bulkhead Replacement project; and

WHEREAS, the Town accepted the Engineering Firm bid as the lowest responsible bid; and

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

1. **SCOPE OF WORK**

- a) The Engineering Firm shall provide complete planning and design services as defined in the Bid Specifications for replacement of the existing bulkhead at Crouse Park, located at 5 Crouse Park Lane, Denton, Maryland 21629.
- b) The Engineering Firm shall provide Engineer of Record services during project construction as defined in the Bid Specifications.

2. **CONTRACT PRICE**

The Contract Price between the Town and the Engineering Firm shall be the Total Fee amount on the Bid Form. Prior to submission of the first invoice, the Engineering Firm shall provide a schedule of values to be reviewed and approved by the Town.

The terms of payment shall be net 30-days from the date of receipt of properly approved invoices by the Town.

3. **TERM OF AGREEMENT**

The term of this Agreement shall be from the date this Agreement is executed, through completion of construction (pending approval of FY26 grant funding).

4. **TERMINATION FOR CAUSE**

The Town reserves the right, in its reasonable discretion, to terminate this Agreement at any time and without liability to the Engineering Firm, for the following reasons:

- (a) The receipt of an unfavorable credit report regarding the Engineering Firm or some other reasonable indicator that it will not be able to perform this Agreement, such as loss of a necessary license;

(b) Engineering Firm's improper failure or non-performance of design services after one (1) written notice of such failure from the Town.

(c) Engineering Firm's failure to provide information regarding employees, and/or insurance required in this Contract as required in this Contract or reasonably requested by the Town.

If this Contract is terminated by the Town under this paragraph, the Engineering Firm shall be paid only for design work satisfactorily performed prior to termination. The Town shall have no other liability or obligation to the Engineering Firm.

5. **TERMINATION FOR CONVENIENCE**

This Contract may be terminated by the Town at any time for the convenience or in the best interests of the Town. If this Contract is terminated by the Town under this paragraph, the Engineering Firm shall be paid only for design services satisfactorily performed prior to termination. The Town shall have no other liability or obligation to the Engineering Firm.

6. **INDEMNIFICATION**

The Engineer shall protect, defend, indemnify, and hold harmless the Town of Denton for any losses, costs, and expenses (including attorney's fees and court costs), settlement payments, and (whether or not reduced to final judgment) all liabilities, damages and fines paid, incurred, or suffered by the Town by reason of or arising out of injuries to persons (including death) or property damage caused by the Engineer, his employees, agents or subcontractors or in any way attributable to the performance of work or agreement, and shall further indemnify and hold harmless the Town for any claim, action, suit or proceeding threatened, instituted, or otherwise made against the Town by reason of or arising out of:

- i. Any Breach, violation, or non-performance by the Consultant of any provision of this agreement;
- ii. From any other cause whatsoever due to the careless, negligent, intentional, wanton, or improper conduct of the Engineer, or
- iii. The failure of the Engineer to provide the service or any portion thereof on a timely basis and in accordance with an Agreement / Contract.

This indemnification by the Engineer shall survive the expiration or sooner termination of this Agreement.

7. **INSURANCE**

Awarded firm shall maintain at all times during the period of the Agreement, at its own expense, insurance coverage, with the Town as a named insured, as follows:

- a) Professional Liability Insurance not less than \$2,000,000.

Evidence of said insurance coverage shall be given to the Town at the time the Firm executes this Agreement. Certificates of insurance must list the Town of Denton as an additional insured. Thereafter, the Firm shall provide to the Town

evidence of the above insurance at any time the certificate of insurance expires or there is a change in the insurance carrier.

8. **FORCE MAJEURE**

In no event shall either party have responsibility or liability to the other for any failure or delay in performance which results, directly or indirectly, in whole or in part, from any cause or circumstance beyond its control. Such causes and circumstances shall include, but not be limited to: fires; floods; strikes; riots; sabotage; explosion; adverse weather conditions; unavoidable casualties; unavailability of labor; materials; transportation or services; acts of God or of the public enemy; acts of the other party; and court orders, acts, orders or regulations of any governmental agency or loss of permits which are not based upon the actions or responsibilities of either party.

9. **PERFORMANCE BOND**

Not Applicable.

10. **NO ASSIGNMENT**

This Agreement shall not be assigned by either party. Notwithstanding the foregoing, in the event of a default by the Engineer Firm, the Town in its sole discretion, shall have the right, but not the obligation, to assign this Agreement to the second responsible bidder.

11. **APPLICABLE LAWS, ORDINANCE AND PERMITS**

The Engineering Firm hereby warrants and represents that it has complied with all laws and ordinances, if any, applicable to the design work required and further warrants and represents that it will continue to do so during the term of this agreement.

12. **LATE CHARGES**

The Town agrees to pay all invoices received from the Engineering Firm within thirty (30) days of receipt. Late charges of 1.5% a month shall be charged to the Town on the unpaid balance due after thirty (30) days.

13. **DEFAULT**

The occurrence of any of the following shall constitute an act of default:

- a) Failure or delinquency by the Engineering Firm in the performance of or compliance with any conditions contained in this Agreement, unless such delinquency is cured within ten (10) days after written notice thereof from the Town.
- b) Filing by the Engineering Firm, in any court pursuant to any statute, either of the United States or any state, of a petition for bankruptcy or insolvency, or for reorganization, or by the appointment of a receiver or trustee of all or a portion of the Engineering Firm's property, or an assignment by the Engineering Firm for the benefit of creditors.

Upon an event of default, the Town of Denton may, at its own discretion, terminate this Agreement. In the event of a default by the Engineering Firm, the Town shall have the right to seek recovery and payment of the amount of the letters of credit.

14. **MISCELLANEOUS**

- a) This Agreement contains the complete and final agreement between the parties and no representations, either written or oral, not herein contained shall be considered part of this Agreement.
- b) This Agreement shall be governed by the laws of the State of Maryland.
- c) This Agreement shall inure to the benefit of the parties hereto, and its legal successors.
- d) Any notice required under this Agreement shall be given in writing and shall be direct as follows.

Town: Katie Northam, Project Manager
 4 N Second Street
 Denton, MD 21629
 knortham@dentonmaryland.com

Firm: _____

- e) Notwithstanding the date so signed the effective date of this Agreement shall be November 7, 2024.

IN WITNESS WHEREOF, the parties have hereunto set its hands and seals on the day hereinabove stated.

Engineering Firm

Town of Denton

Signature

Scott W. Getchell, Town Administrator

Managing Member

Date

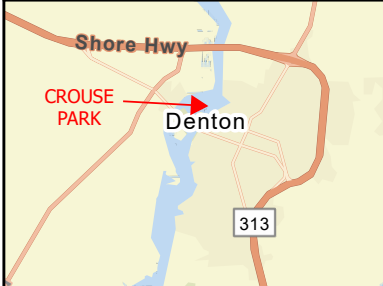
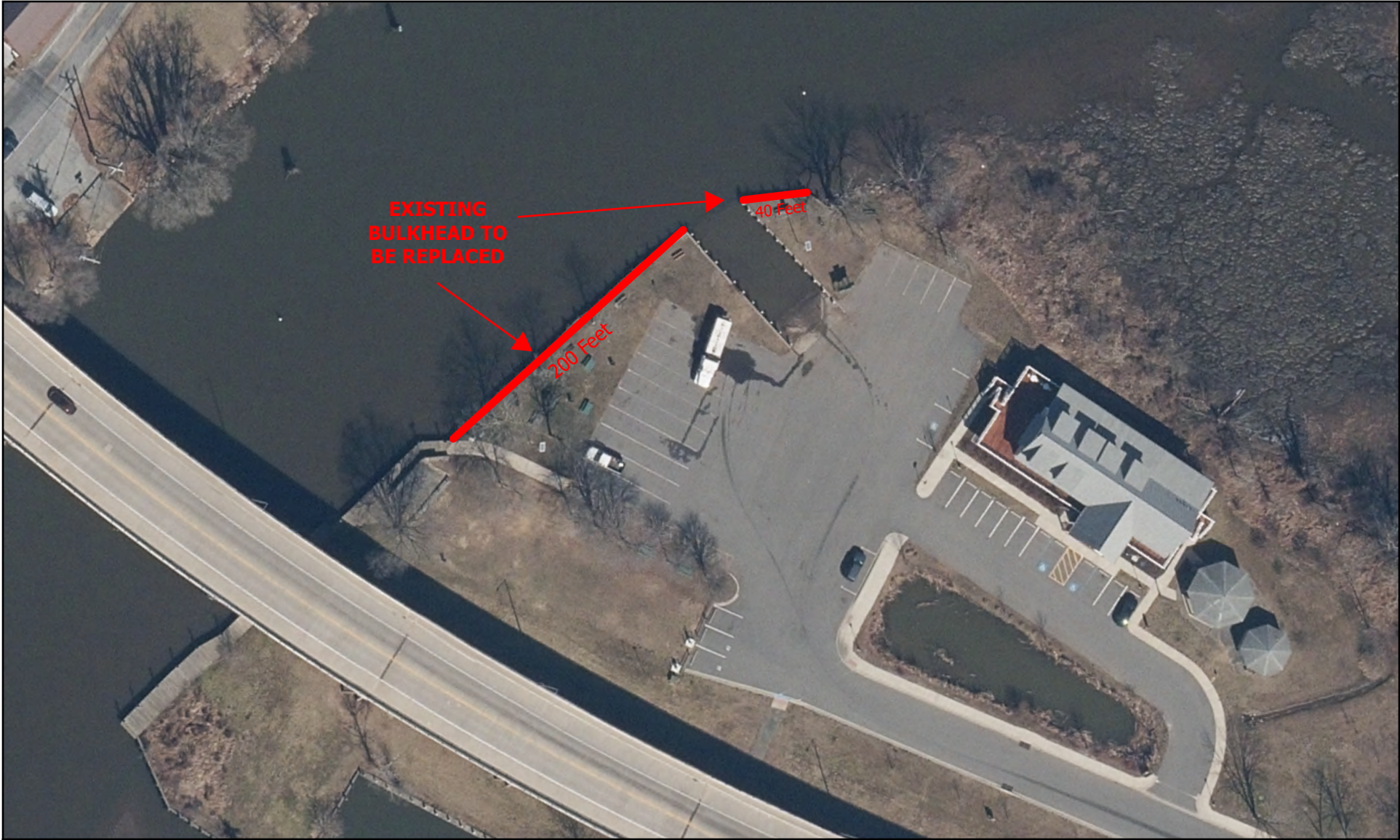
Date

ATTACHMENTS

CROUSE PARK BULKHEAD REPLACEMENT ENGINEERING SERVICES

Attachments provided for project reference.

G.1: Crouse Park Bulkhead Map



Crouse Park Bulkhead

Esri, CGIAR, USGS, Baylor University, Texas Parks & Wildlife, Esri, HERE, Garmin, SafeGraph, FAO, METI/NASA, USGS, EPA, NPS, MD iMAP, DoIT, VGIN, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, USDA, Esri Community Maps Contributors, Baylor University, Texas Parks & Wildlife, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc,

2023

Coordinate System: WGS 1984 Web Mercator Auxiliary Sphere

