

July 18, 2025

**Invitation for Bid (IFB)**  
**Town of Cape Charles**  
**Harbor Boardwalk Reconstruction, Phase 2**

- I. **Introduction.** The Town of Cape Charles, Virginia, is inviting bids for the second phase of reconstruction of the harbor boardwalk.
- II. **Project Overview.** The work entails demolition and reconstruction of approximately 4,560 square feet of boardwalk in the base bid. Several bid alternates are included.
- III. **Scope of Work.** Work shall be performed in accordance with the attached **Scope of Work & Specifications**.
- IV. **Instructions to Bidders.**
  - A. Bids must be submitted in accordance with the instructions and requirements contained in this IFB. Failure to do so may result in the bid being considered non-responsive and it may be rejected.
  - B. Bidders must promptly notify the Town Manager's office of any ambiguity, inconsistency, or error which may be discovered upon examination of the IFB.
  - C. For clarification or interpretation of this IFB contact Mr. Bob Panek in the Town Manager's office, 757-331-3259 ext. 19.
  - D. The bid must be submitted on the attached **Bid Form** to the Town of Cape Charles, 2 Plum Street, Cape Charles, Virginia 23310, in a sealed envelope clearly labeled "**Invitation for Bid, Harbor Boardwalk Reconstruction, Phase 2**". The deadline for submission is 11:00 AM, Wednesday, August 20, 2025. Bids will be opened, and the apparent low bidder announced at that time.
  - E. An optional pre-bid conference will be held at the Harbormaster's Office, 10 Marina Road, Cape Charles, VA 23310 at 10:00 AM, Wednesday, August 6, 2025.
  - F. The Town is not liable for any costs incurred by any offeror in connection with this IFB or any response by any offeror in connection to this IFB. The expenses incurred in the preparation, submission, and presentation of the bid are the sole responsibility of the offeror and may not be charged to the Town.
- V. **Contract Award.** Award will be made by the Town Manager after authorization by the Town Council. The Town reserves the right to negotiate with the low bidder

should sufficient funds not be available. The **Agreement**, attached, will be signed after authorization of contract award.

**VI. Miscellaneous.**

- A. Any interpretation, correction or change of the IFB will be made by an addendum. Interpretations, corrections or changes of this IFB made in any other manner will not be binding and offerors must not rely upon such interpretations, corrections or changes. Addenda will be emailed or mailed to all who are listed as having received the IFB. Acknowledgement of receipt of all addenda issued and taken into consideration in the submittal of any bid is required as part of the bid package.
- B. No offeror shall confer on any public employee having official responsibility for a purchasing transaction any payment, loan, subscription, advance, deposit or money, service, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value.
- C. The Town may make investigations to determine the ability of the offeror to perform or supply the services as described in this IFB. The Town reserves the right to reject any bid if the offeror fails to satisfy the Town that it is qualified to carry out the obligations of the proposed contract.
- D. The successful offeror must comply with the nondiscrimination provisions of Virginia Code Section 2.2-4311, which are incorporated herein by reference.
- E. The successful offeror must comply with the drug-free workplace provisions of Virginia Code Section 2.2-4312, which are incorporated herein by reference.
- F. It is the policy of the Town to maximize participation by minority and women owned business enterprises in contracting opportunities.
- G. The successful offeror shall comply with all applicable Town, State and Federal laws, codes, provisions, and regulations.
- H. Providers of any subcontract services shall be subject to the same conditions and requirements as the successful offeror in regard to law, code, or regulation compliance. The Town reserves the right of approval for any subcontract work, including costs thereof.

- I. Ethics in Public Contracting. The provisions, requirements, and prohibitions as contained in Sections 2.2-4367 through 2.2-4377 of the Virginia Code, pertaining to bidders, proposers, contractors, and subcontractors are applicable to this IFB.
- J. Conflict of Interests Act. The provisions, requirements, and prohibitions as contained in Sections 2.2-3100, et. seq., of the Virginia Code are applicable to this IFB.
- K. All firms doing business in the Town are required to be licensed in accordance with the Business, Professional and Occupational Licensing (BPOL) Tax ordinance. Questions concerning business licenses should be directed to the Town Treasurer at 757-331-3259, X23.

**VII. Contract Terms and Conditions.** The Town intends to use the attached **Agreement** for this contract. Below are additional terms and conditions applicable to any contract that may be awarded:

- A. Choice of Law and Venue: Any disputes that cannot be resolved between the Town and the Contractor must be resolved in the Courts of Northampton County, Virginia. The contract shall be governed by the laws of the Commonwealth of Virginia.
- B. Termination: It shall be the sole right of the Town to terminate the contract upon written notification to the Contractor.
- C. Modification: The contract shall not be amended, modified, or otherwise changed except by a written change order. Change orders may be proposed by either the Contractor or the Town.
- D. Nondiscrimination: In accordance with Section 2.2-4311 of the Code of Virginia, during the performance of this contract the Contractor agrees as follows:

The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.

Notices, advertisements, and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

The Contractor shall include the provisions of the foregoing paragraphs in every subcontract or purchase order of over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.

- E. Right to Audit: Contractor's records shall be open to inspection and subject to audit and/or reproduction, during normal working hours, by the Town to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted by Contractor of any of its payees pursuant to execution of the contract. Such records subject to examination shall also include, but not be limited to, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this contract.

For the purpose of such audits, inspections, examinations and evaluations, the Town shall have access to said records from the effective date of this contract, for the duration of the work, and until two (2) years after the date of final payment by the Town to Contractor pursuant to this contract.

The Town shall have access to Contractor's facilities, shall have access to all necessary records, and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with this article. The Town shall give Contractor reasonable advance notice of intended audits.

- F. Insurance: The contractor shall purchase and maintain in force, at his own expense:
1. Workers' Compensation Insurance – Standard Virginia Worker's Compensation Policy.

2. Broad Form Comprehensive General Liability - \$1,000,000 Combined Single Limit coverage to include: Premises – Operations; Products/Completed Operations; Contractual; Independent Contractors; County and Contractor's Protective; Personal Injury (Libel, Slander, Defamation of Character, etc.).
3. Automobile liability insurance shall be written with a Comprehensive Form and include coverage for owned, hired, and non-owned vehicles the limit for any one accident or loss shall be \$1,000,000.

The insurance specified herein shall name the Town as additional insured regarding work performed under any Contract. All policies shall provide that the Town is to receive written notice by certified mail, thirty (30) days in advance of cancellation or alteration of any policy. The Contractor shall provide the Town with copies of certificates of insurance coverage and proof of payment for all premiums.

G. Drug Free Workplace: In accordance with Section 2.2-4312 of the Code of Virginia, during the performance of this contract the contractor agrees to:

1. Provide a drug-free workplace for the contractor's employees.
2. Post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition.
3. State in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace.
4. Include the provisions of the foregoing clauses for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with this section, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of this contract.

H. Faith-based Organizations: The Town does not discriminate against faith-based organizations in accordance with the Code of Virginia, Section 2.2-4343.1.

- I. **Environmental Management:** Contractor shall be responsible for complying with all applicable federal, state, and local environmental regulations, if any.
- J. **Finance Charges:** The Town will not pay any finance charges imposed on any invoices submitted by the contractor relative to this Contract.
- K. **Assignment:** Contractor may not assign his rights and obligations hereunder unless approved by the Town.
- L. **Applicable to Successors and Assigns:** The Town and Contractor agree that the rights and obligations under this Contract shall inure to and be binding on their respective successors and permitted assigns.

**IX. Sham or Collusion.** The bid of any offeror or offerors who engage in collusion shall be rejected. Any offeror who submits more than one bid in such a manner as to make it appear that the bids submitted are on a competitive basis from different parties shall be considered a collusive offeror.

**X. Debarment.** By submitting their bid, offerors certify that they are not now debarred by the United States, the Commonwealth of Virginia, or any town, city or county within the Commonwealth of Virginia, from submitting bids on contracts for the services described in this IFB, nor are they an agent of any person or entity that is now so debarred.

**XI. Rejection of Bid.** The Town reserves the right to reject any and all bids, to waive any informality or irregularity in the bids received, and to make the award to the offeror whose bid is deemed to be in the best interest of the Town.