



Town Council Special Meeting

September 04, 2025 at 6:00 PM

Cape Charles Civic Center - 500 Tazewell Avenue

Agenda

- 1. Call to Order**
 - A. Roll Call
 - B. Establish Quorum
- 2. Moment of Silence and Pledge of Allegiance**
- 3. Public Comments (3 minutes per speaker for topics not subject to this evening's public hearing)**
- 4. New Business:**
 - A. Contract Award for Harbor Boardwalk Reconstruction, Phase 2
- 5. Town Manager Comments**
- 6. Mayor & Council Comments (5 minutes per speaker)**
- 7. Adjournment**

	Agenda Title:	Agenda Date:
	Harbor Boardwalk Reconstruction, Phase 2	September 4, 2025
	Subject/Proposal/Request:	
	Authorize contract award.	
Town of Cape Charles	Attachments:	For Council:
	1. Invitation for Bids	Action: x Information:
	Staff Contact(s):	Reviewed by:
	Bob Panek, Project Manager	Rick Keuroglan, Town Manager

Background:

The evaluation of harbor capital assets by our marine engineering firm, Langley & McDonald, indicated that the boardwalk built on top of the bulkhead at the outer harbor needed continuing repair to extend its service life. A subsequent detailed inspection revealed that much of the decking, supporting stringers and battens are rotted. A three-phase plan has been developed to reconstruct the boardwalk with pressure treated lumber rated for ground contact and synthetic decking. The first phase of 139 linear feet near the bath house was completed this spring. This section was in the worst condition. The second phase of 380 linear feet was included in the FY 2026 budget. This would go to the west end of the bulkhead. The last phase on the west side of the bulkhead is planned for FY 2027.

Item Specifics:

An Invitation for Bid was issued on July 18, 2025, attached. Four bids were received on August 20, 2025, ranging from \$120,000 to \$184,000. The low bid was from Carolina Marine Structures. This firm has the appropriate state contractor’s license and is not debarred. They have successfully completed many projects in the Hampton Roads area and are recommended by Langley & McDonald. The FY 2025 budget includes \$129,000 for this project.

Recommendation:

Staff recommends that Council authorize the Town Manager to award the contract to Carolina Marine Structures in the amount of \$120,000, with a contingency reserve of \$9,000 should additional damage be discovered during reconstruction.

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.

July 18, 2025

Town of Cape Charles
Harbor Boardwalk Reconstruction, Phase 2
Scope of Work and Specifications

Scope of Work

Base Bid

Reconstruct harbor boardwalk 380 feet long and 12 feet wide as follows:

- Demolish and properly dispose of existing wood decking and existing 4"x6" stringer (joist) at outside edge on north side of boardwalk.
- Demolish and properly dispose of 10 existing wood benches, 7' long, along the boardwalk, including electrical components (light fixtures, PVC conduit, wiring).
- Demolish and properly dispose of existing deteriorated 2"x12" wood battens (beams) between the stringers and concrete bulkhead cap. Assume 30 of the approximately 60 battens will need to be demolished and replaced.
- New boardwalk shall be nominal 1"x6" composite decking over wood stringers, 16" on center. Stringers shall be 4"x6" on the north outside edge and 4"x4" between edges. Existing stringers are 24" on center, so only 6 new 4"x4" stringers should be needed. Retain the existing 4"x6" stringer on the south outside edge. New battens shall be 2"x12".

Bid Alternate 1

Price deduction for 105 linear feet less, for a total of 275 linear feet.

Bid Alternate 2

Demolish, properly dispose of decking and joists for 4 crosswalks, 8 feet long and 4 feet wide, and rebuild per above.

Bid Alternate 3

Unit price to demolish, properly dispose of and replace additional 12 foot long, 2"x12" battens if needed.

Bid Alternate 4

Linear foot unit price to demolish, properly dispose of and replace additional 4"x4" stringers if needed,

Specifications

All wood shall be pressure treated suitable for ground contact, UC4B category.

Decking shall be Wolf Perspective, Potomac Grey color to match existing rebuilt section.

All fasteners shall be per component manufacturer's specifications and shall be SAE 316 stainless steel.

Any material substitutions shall be approved in advance.

AGREEMENT

This Agreement is made September __, 2025 between the **Town of Cape Charles** (Owner) and _____ (Contractor) for **Harbor Boardwalk Reconstruction, Phase 2**, in accordance with the attached contract documents:

1. Invitation for Bid dated July 18, 2025.
2. Contractor’s Bid dated August __, 2025.

Price. The lump sum price for the work (Base Bid and awarded Bid Alternate (s) __) is _____.

Contract Times. On-site work shall not commence before October 15, 2025. The work shall be completed and ready for inspection no later than January 15, 2026.

Inspection. Owner’s Representative shall inspect the work daily and notify Contractor whether any corrections are necessary to comply with the Scope of Work and Specifications.

Payment. Contractor shall submit to the Owner’s Representative monthly progress payment invoices and a final invoice after satisfactory completion of the work. Payment shall be made by Owner within thirty (30) days of receipt.

Late Completion. If the work is not completed on time, Liquidated Damages shall be assessed at the rate of fifty dollars (\$50) per day and withheld from payment.

Owners Representative: Bob Panek, 757-331-3259, x19 or bob.panek@capecharles.org

Owner

Contractor

Date

Date

July 18, 2025

Town of Cape Charles
Harbor Boardwalk Reconstruction, Phase 2
Bid Form

Base Bid (Lump Sum) \$ _____
Bid Alternate 1 (Lump Sum Deduct) \$ _____
Bid Alternate 2 (Lump Sum) \$ _____
Bid Alternate 3 (Unit Price) \$ _____
Bid Alternate 4 (LF Unit Price) \$ _____

The following Invitation for Bid (IFB) Addenda, **if any**, are acknowledged:

All provisions of the IFB are acknowledged and agreed to.

Company

Contractor State License Number

Signed

Date