

March 29, 2018

To Whom It May Concern:

The City of Dover will receive sealed bids on May 3, 2018 at 2:00 p.m. local time for the **WELLHEAD REDEVELOPMENT PROGRAM, BID NO. 18-0029PW**. The bid must be submitted in three paper copies and one electronic copy in PDF format on either a flash drive or a CD/DVD. The electronic copy must be included in the submission package. Prices must be firm for at least 90 days. If prices are not bid as firm, the bid *may* be considered non-responsive.

Late Bids – A bid received after the closing date and time for receipt of the bids is late and shall not be considered. It is the responsibility of the bidder to ensure that the bid is received prior to the closing date and time.

**All vendors must complete the Invitation to Bid notice and return it to [doverwhse@dover.de.us](mailto:doverwhse@dover.de.us) or fax it to (302) 736-7178 if they intend to bid. Any vendor not returning the form may not receive published addenda.**

Your proposal is not revocable for ninety (90) days following the response deadline indicated above.

If you have questions concerning this Invitation to Bid, they must be made in writing and addressed to the Purchasing Manager, 710 William Street, Dover, DE 19904 or emailed to [doverwhse@dover.de.us](mailto:doverwhse@dover.de.us). **All questions must be submitted no later than April 18, 2018.** All changes or corrections to this ITB will be handled by addenda issued by the Purchasing Manager. The receipt of all Addenda must be acknowledged in the proposal submission.

All copies of any bids/proposals submitted in response to this request shall be considered the property of the City of Dover and shall not be returned to the bidder.

**Conflict of Interest Clause:**

Pursuant to Dover Code, Chapter 30, Section 30-33, No city employee or official may participate on behalf of the city in the review or disposition of any matter pending before the city in which he has a personal or private interest. No city employee or official shall benefit from any contract with the city, nor solicit any contract, and shall not enter into any contract with the city (other than an employment contract). No person who has served as a city employee or official shall represent or otherwise assist any private enterprise on any matter involving the city, for a period of two years after termination of his employment or elected or appointed status with the city, if he gave an opinion, conducted an investigation or otherwise was directly and materially responsible for such matter in the course of his official duties as a city employee or official. All parties hereto declare and affirm that no officer, member, or employee of the City, and no member of its governing body, and no other public official of the City who exercises any functions or responsibilities in the review or approval of the undertaking described in this contract, or the performing of services pursuant to this contract, shall participate in any decision relating to this contract which affects his or her personal interest, or any corporation, partnership, or association in which he or she is directly or indirectly interested; nor shall any employee

of the City, nor any member of its governing body, have any interest, direct or indirect, in this contract or the proceeds thereof.

Bids will be opened publicly at the time and place designated in this letter. The main purpose of the bid opening is to reveal the name(s) of the bidder(s), not to serve as a forum for determining the low bidder(s).

The contract shall be awarded within 90 days of the closing date to the bidder who is determined in writing to be most advantageous to the City. All prices must be held firm for a minimum of 90 days from the date of the bid opening. The bids, summaries, and tabulations shall not be open for public inspection until after receipt of a fully executed contract.

The City of Dover reserves the right to waive technicalities, to reject any or all bids, or any portion thereof, to advertise for new proposals, to proceed to do the work otherwise, or to abandon the work, if in the best interest of the City.

Minority, women, veteran, service disabled veteran, and individuals with disabilities owned vendor preference shall be three percent (3%) of the value of the award. **The vendor must identify qualification and claim to the preference on the submitted proposal documents. The vendor must provide authoritative proof of minority ownership such as identification in the certification directory maintained by the State of Delaware Office of Supplier Diversity to qualify for this preference.** This preference is to be considered as a stand-alone and cannot be added to any other preference that may be allowed. This preference shall not apply to subcontractors.

Local vendor preference shall be considered for materials, equipment, construction contracts, and utility contracts. Local vendor preference shall be three percent (3%) of the value of the award. The term local vendor is defined as a gradually increasing range with preference assigned as follows:

Rule 1: Vendor located within the city limits of the City of Dover.

Rule 2: Vendor located within Kent County, Delaware (applicable only if no vendor qualifies under rule 1)

Rule 3: Vendor located within the State of Delaware (applicable only if no vendor qualifies under rules 1 & 2)

In the event that no vendor qualifies under rules 1, 2, or 3, no local vendor preference will be awarded. **The vendor must identify qualification and claim to the preference on the submitted documents.** This preference is to be considered as stand-alone and cannot be added to any other preference that may be allowed.

All bids are to be received by the Procurement Office, 710 William Street, Dover, DE, 19904 no later than the 2:00 p.m. bid opening. All bids will be opened in the presence of the Procurement Manager or his/her designee. All bids shall become public record and shall be available for public inspection after it has been determined that there is no proprietary information contained within the bids. Any and all proprietary information contained within the bid must be clearly marked. The cover must indicate that the bid contains such information. **Copies** of the bids will not be provided to competing vendors.

In the event the contractor does not fulfill its obligations under the terms and conditions of this contract, the City of Dover may contract for an equivalent product on the open market. Any difference in cost between the contract prices herein and the price of open market product shall be the responsibility of the contractor. Under no circumstances shall monies be due the contractor in the event open market products can be obtained below contract cost. Any monies charged to the contractor may be deducted from an open invoice.

Neither the contractor nor the City of Dover shall be held liable for non-performance under the terms and conditions of this contract due, but not limited to, government restriction, strike, flood, fire, or unforeseen catastrophe beyond either party's control. Each party shall notify the other in writing of any situation that may prevent performance under the terms and conditions of this contract.

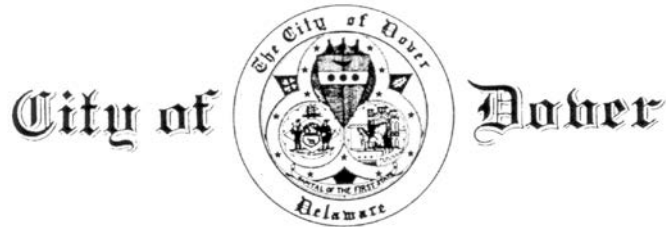
Vendors must provide references to the City of Dover upon request. Vendor references may be checked to verify their ability to perform the contract requirements, the quality of work and the ability to meet obligations.

**ENVELOPES MUST BE MARKED “WELLHEAD REDEVELOPMENT PROGRAM, BID NO. 18-0029PW, BID OPENING MAY 3, 2018, 2:00 P.M.”** No faxed or electronic bids will be accepted.

The City of Dover shall have the right to reject any or all bids if deemed to be in the best interest of the City, such as but not limited to local vendor preference and minority vendor preference while awarding bids.

Sincerely,

Barry Wolfgang  
Acting Contract and Procurement Manager  
City of Dover  
(302) 736-7795  
Fax (302) 736-7178  
[bwolfgang@doover.de.us](mailto:bwolfgang@doover.de.us)  
[www.cityofdover.com](http://www.cityofdover.com)



## INVITATION TO BID NOTICE

Bid Number: 18-0029PW

Bid Opening: May 3, 2018, 2:00 p.m.

Description: Wellhead Redevelopment Program

If you are interested in the invitation to bid described above, you can download the instructions in Adobe PDF format from our web site <http://www.cityofdover.com/bid-procurement>. Any amendments of other additional information related to this solicitation will be posted with the original document on the web site.

If you do not have internet access and want to receive this request for proposal, all subsequent amendments, or additional information on the bid package, please provide the requested information to:

The City of Dover  
Purchasing Office  
710 William Street  
Dover, DE 19904  
Fax: (302) 736-7178, attention Barry Wolfgang  
Phone: (302) 736-7795  
e-mail: [doverwhse@dover.de.us](mailto:doverwhse@dover.de.us)

Please complete the following and return this form to the Procurement Office:

Company:	Vendor Response /Request
Address	No bid at this time, please retain on bid list
	Please send complete Bid/RFP package
Contact:	I will download the Bid/RFP package
Phone	I intend to bid
	I do not intend to bid
E-mail for ITB/RFP	Other:

**CITY OF DOVER, DELAWARE**

**REQUEST FOR PROPOSALS**

**FOR**

**WELLHEAD REDEVELOPMENT PROGRAM**

**RFP NUMBER**  
**18-0029PW**



**March 2018**

**Issued By:**

**City of Dover**  
**Purchasing Office**  
**710 William Street**  
**Dover, Delaware 19904**  
**(302) 736-7795**  
**Fax (302) 736-7178**

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**SECTION IFP**  
**INVITATION FOR PROPOSALS**

**RFP NUMBER: 18-0029PW**

Sealed Bids, three (3) copies, will be received by the City of Dover, City of Dover Procurement Office, 710 William Street, Dover, DE no later than **2:00 P.M. on May 3, 2018** for the **Wellhead Redevelopment Program** at which time the proposals will be opened.

**I. NAME OF SOLICITING GOVERNMENT**

**City of Dover, Delaware  
City Hall – The Plaza  
P.O. Box 475  
Dover, Delaware 19903-0475**

**II. PURPOSE OF REQUEST**

- A. The City of Dover currently operates and maintains fourteen (14) deep production wells and a shallow well field with six (6) production wells which provide a potable supply of water for residential, commercial, and industrial users within the City's service area. In order to maintain an efficient and dependable source of potable water, periodic cleaning of the well screening and gravel pack is necessary, in addition to inspection and repair of the production wells' mechanical and electrical components.
- B. The City of Dover (the City) invites written proposals from qualified Delaware licensed Water Well Contractors that are interested in providing services, as outlined below.

**III. SCOPE OF WORK**

**A. Project Overview / Existing Conditions**

The City is seeking proposals from experienced and qualified Delaware licensed Water Well Contractors for entering into an agreement to inspect and assess the condition of all well pumps, pump motors and controls, pump shafts, well pump piping, well casings and well screens at twenty (20) production well sites (6 deep production wells in the Piney Point Aquifer, 8 deep production wells in the Cheswold Aquifer and 6 shallow production wells in the Columbia Aquifer). These wells are identified by Well Identification Number under in this section, paragraph D. A report detailing the inspections and assessment of each well, including all testing data as well as recommended actions and/or needed repairs, must be provided to the City before authorization of repairs. A Preliminary Inspection Report with pre-corrective action test data and a Final Inspection Report with post-corrective action test data will be required by the City. The City reserves the right to authorize any minor repairs deemed cost effective to occur during inspection of the well. Upon completion of the inspection, assessment and any additionally authorized work, the production wells must be placed back into a fully operational state, and all areas of the site restored to their original condition. No site work is involved, other than site restoration to original conditions.

The services provided by the Proposer at each of the production wells identified in this RFP shall include the furnishing of all labor, materials, tools, equipment and services required to perform and complete the work identified herein. Work which may include, but not be

limited to: pump removal, testing, inspection, repairs to existing infrastructure, reinstallation, disinfection and system testing.

B. Project Management and Administration

1. Project Management: The Proposer will monitor the progress of the project described below. Management responsibilities will include project scheduling and coordination, client contact, and supervision of the daily activities involved in the project.
2. Project Meetings: The Proposer will attend meetings with the City as it requires.
3. Projects Reports: Preliminary Inspection Report (IV.C.), Camera Inspection Report (IV.D.2.), Pump/Motor Examination Report (IV.D.3.), Final Inspection Report (IV.D.1., 4., 5., 6.) in accordance with the work contained within the respective paragraphs noted.
3. Project Support: The Proposer will provide the typing, filing, binding and copying of the various documents required for this project. The Proposer will provide a minimum of two (2) copies, as well as an electronic copy, of the various documents required for this project to the City.

C. Production Well Inspection and Assessment Activities

1. General

Safe transfer and discharge of all test water shall be provided by the Proposer. Discharge waters shall have their energy dissipated so as not to erode the surrounding area. Any catch basins and/or storm water drainage features that will receive runoff from the project shall be protected from any form of illicit discharge (i.e. trash, sediment, debris, and oil & gas) in accordance with DNREC requirements. The Proposer shall provide all hose, piping and other equipment necessary to prevent water from entering or laying on lands of adjacent properties. Be advised that City property around the Shallow Wells is very limited. The Proposer shall restore, to its original condition, any damaged property to the satisfaction of the City.

2. Preliminary Tests

The preliminary tests shall be performed with Proposers equipment using the existing production well pump. The Proposer shall prepare and submit a written report to the City, in accordance with paragraphs A and B, certifying conditions and performance of the pump, well and appurtenances based on the results of the tests performed in this section prior to pump removal, repairs or redevelopment.

Once started the well test and pump step tests shall run continually and no shutdown will be permitted during the test periods. If, for any reason a failure of the pumping equipment or power unit occurs, the affected test shall be stopped and the well left to rest for a minimum period of twenty-four (24) hours, before a new test shall be started. The second and/or successive tests shall be performed at the expense of the Proposer, without compensation from the City, if shutdown is determined to be the fault of the Proposer.

- Well Test:



A preliminary well test shall be performed to determine the yield, drawdown and specific capacity of the well. The well test shall be run for a duration of one (1) hour, with continual recordings of the well yield and drawdown. Flow shall be measured utilizing the Proposer's calibrated meter. Proposer is to provide certification of their flow meter calibration which shall have been performed prior to the use for this project. An electrical conductivity measuring device, such as an "M" scope or a calibrated electronic pressure transducer designed specifically for measuring water levels shall be used to measure water levels. The electronic pressure transducer shall be coupled to appropriate output devices or data loggers and shall have an accuracy of 0.5 percent.

- Pump Step Test:

A preliminary pump step test shall be performed to obtain pump capacity data for comparison with design pump curves in the respective report. The pump step test shall be run for a duration of one (1) hour over a range of discharge pressures from deadhead to normal operating pressure, recordings of the well yield, drawdown and specific capacity are to be made as stabilization is achieved at each step. Flow shall be measured utilizing the Proposer's calibrated meter. Proposer is to provide certification of their flow meter calibration which shall have been performed immediately prior to the use for this project. An electrical conductivity measuring device, such as an "M" scope or a calibrated electronic pressure transducer designed specifically for measuring water levels shall be used to measure water levels. The electronic pressure transducer shall be coupled to appropriate output devices or data loggers and shall have an accuracy of 0.5 percent.

- Vibration Analysis of Vertical Turbine Motors:

A vibration analysis will be performed on the motor at normal motor speed and normal operating discharge pressure on vertical turbine type wells. If the motor utilizes a variable frequency drive the vibration analysis will be performed across the full range of normal operating frequencies (usually between 45 and 60 Hz) to identify the existence and severity of harmonic vibration anomalies.

- Electrical Readings:

Above ground electrical readings will be taken to assess and determine the electrical integrity of the well motor and are to include, but not be limited to, the following:

- a) continuity test of motor windings
- b) megohmmeter test of motor conductors
- c) maximum operating load amperage readings
- d) maximum operating load voltage readings

- Valve and Piping Inspection:

A visual inspection of all external valves and piping shall be performed. Deficiencies in valve performance discovered during operational tests are to be noted in the report as well.

- Verify Installed Flow Meter Accuracy:

The accuracy of the City's installed flow meter will be verified against the Proposer's calibrated equipment when piping configuration permits, and will be included in the report.

D. Additional Production Well Inspection and Assessment Activities

The following services will be performed, only upon City authorization, on a per well basis. The Proposer shall prepare and submit written reports to the City in accordance with paragraphs A and B.

1. Pump and Pump Equipment Removal:

Upon the City's authorization, the well pump and all associated well pump equipment, including but not limited to, motor, column assembly, and discharge head shall be removed to allow for the performance of additional production well inspection and assessment activities as contained herein as required.

2. Camera Inspection of Well Casing and Screen:

Upon the City's authorization, and the performance of IV.D.1. above, a down-hole video inspection of the well shall be performed to assess the condition of the well casing and screen. A period of at least 24 to 48 hours may be required after the well pump is removed to allow for the solids in the water to settle before proceeding with the video inspection. During the video inspection, the well casing and screen shall be carefully inspected for the following:

- holes and/or wear marks in the well casing
- structural collapse of the well casing or screen
- signs of chemical and biological incrustation of the well casing, screen and gravel pack
- erosion of well screen slot openings
- sediment accumulation or debris at bottom of well screen

Two (2) copies of a color DVD video recording of the entire well length shall be provided to the City. The video recording shall be taken by a pan and tilt radial viewing camera, which pans plus or minus 275 degrees and rotates 360 degrees. The camera shall have an accurate footage counter, which shall display on the monitor the exact distance of the camera from the top of the well. The video recording shall be performed in the presence of a representative from the City and the video recording and a report shall be submitted to the City for review.

3. Pump / Motor Examination

Upon the City's authorization, and the performance of IV.D.1. above, the Proposer shall

examine the pump, motor, column assembly, discharge head and related pumping equipment. The pump / motor shall be transported to the Proposer's shop for further disassembly, cleaning and examination.

Upon completion of the disassembly and examination, the Proposer shall submit a report to the City, including photographs, indicating the condition of all pump and motor components. The report shall include the Proposer's recommendations for parts in need of repair and/or replacement. The report shall also include the following items:

- pump data (manufacturer, serial number, lubrication, etc.)
- diameter of the pump column
- pump setting depth
- motor data (manufacturer, serial number, rpm, hp & model number, etc.)

The City shall review the Proposer's report prior to issuing an authorization to repair and/or replace defective parts. The Proposer shall not proceed with any repairs and/or replacements prior to the written authorization. The Proposer shall make available the parts for examination by the City. All parts deemed satisfactory for reuse shall be cleaned, lubricated as applicable, and reassembled.

4. Reinstallation

The pump, motor and appurtenances shall be reinstalled by the Proposer. Prior to resetting the existing pumping equipment, all sand and other deleterious matter shall be removed from the well. Upon complete reinstallation of the pump and motor assembly, the Proposer shall perform final testing as specified. The Proposer shall submit a written report to the City.

5. Final Testing

After inspection and repairs have been completed, Proposer shall perform final tests with the Proposer's equipment using the installed production well pump. The final tests shall consist of re-running all tests listed under IV.C.1. through IV.C.6 as well meeting all local, State and Federal requirements. A Final Report containing a comparison of the preliminary test results to the final test results, after repair or redevelopment, must be provided.

Once started the well test and pump step tests shall run continually and no shutdown will be permitted during the test periods. If, for any reason a failure of the pumping equipment or power unit occurs, the affected test shall be stopped and the well left to rest for a minimum period of twenty-four (24) hours, before a new test shall be started. The second and/or successive tests shall be performed at the expense of the Proposer, without compensation from the City, if shutdown is determined to be the fault of the Proposer.

6. Sterilization

Prior to returning the well into service, the well and all surfaces of equipment that may come into contact with potable water shall be sterilized. All sterilization shall be in accordance with current requirements of the DHSS, DNREC and AWWA.

Upon completion of sterilization, the Proposer shall check the chlorine residual and proceed to pump the well overboard until same is free of any remaining chlorine residual. When the chlorine has been removed from the well, two (2) water samples shall be taken from the well and analyzed for bacteriological quality. Samples must be taken on separate days and be taken by a person approved by the State of Delaware to draw such samples. The samples will be tested per State of Delaware Regulations. If any test results indicate the bacteria count to be in excess of required limits, the Proposer shall re-chlorinate the well and obtain two (2) more samples to be tested for bacteriological quality at his expense, with no additional compensation from the City.

The analysis and testing of all water samples shall be performed by a testing laboratory certified in Delaware for potable water analyses and the results shall be delivered to the City in writing, and certified by the laboratory.

- E. The following production wells are to be inspected and their condition assessed as described in the Scope of Work section of this RFP. (The information provided below is based upon last available information. The City of Dover has made a "good faith" effort to provide the best information available. This information may differ from that determined in the field. N/A = Information Not Available)

Well ID #	Inner & Outer Casing Diameter (in.)	Well Depth (ft.)	Screen Length (ft.)	Well Pump Type	Pump Manufacturer / Model #	Pump Motor HP	Well Setting Depth (ft.)	Column Diameter (in.)	Original Production Rate (gpm)
1	12 & 16	228	24	submersible	Goulds 7WAHC-2 CentriPro Motor	30	171	4	265
2	12 & 20	500	160	turbine	IDP 10HH110	150	307.67	8 x 1-1/16	1215
3	10 & (N/A)	222.33	26.75	submersible	Goulds 7CLC030	30	189.42	8	440
4	10 & 16	221	32.58	submersible	Goulds 7CLC030	30	181.83	8	670
6	12 & 20	456	47, 43 & 13	turbine	IDP 10H75-9	100	302.33	8 x 1-1/2	700
7	12 & 20	382.33	70	submersible	Goulds 7WALC-5 30 HP CentriPro Motor	30	320	N/A	430
8R	10 & N/A	225	50	submersible	Goulds	40	170	6	400

					9RCLC-6				
9	12 & 18	222.75	62	turbine	Layne 10RKHC-7	50	167.25	6 x 1	545
10	12 & 20	483.75	156.75	turbine	IDP Pump 12M90A	150	318.33	8	1036
11	12 & 20	446	106	submersible	Goulds 07TLC07 586BTS	75	319.5	8 x 1- 1/16	750
12R	12	410	80	submersible	Goulds 10WAL100A6 6B	100	315	6	625
13R	10 & (N/A)	230	60	submersible	IDP 8H48-12	50	190.75	N/A	450
14	12 & 20	221	41	submersible	Goulds 05CL015	15	171	N/A	265
15	10 & (N/A)	250	60	submersible	Goulds 7CH050	50	170	N/A	400
PW1 A	16 & 24	60 (avg.)	15 (min.)	submersible	Peerless 10MA3 Hitachi (Motor)	15	45 (avg.)	6	500
PW2	16 & 24	60 (avg.)	15 (min.)	submersible	Peerless 10MA3 Hitachi (Motor)	15	45 (avg.)	6	500
PW4 B	16 & 24	60 (avg.)	15 (min.)	submersible	Goulds 7CHC-1 CentriPro Motor	15	45 (avg.)	6	400
PW5	16 & 24	60 (avg.)	15 (min.)	submersible	Peerless 8MA1 Hitachi (Motor)	15	45 (avg.)	6	500
PW6 A	16 & 24	60 (avg.)	15 (min.)	submersible	Goulds 7CHC-1 CentriPro Motor	15	45 (avg.)	6	500
PW8 A	16 & 24	60 (avg.)	15 (min.)	submersible	Goulds 7CLC-1 CentriPro Motor	10	45 (avg.)	6	300

F. The City has produced the following tentative inspection schedule; this is subject to change at any time. Any change to this schedule will be forwarded to the awarded proposer within a mutually agreed upon time frame.

AQUIFER	YEAR 1	YEAR 2	YEAR 3
Cheswold	Well 3	Well 4	Well 1
	Well 13R	Well 8R	Well 14
	Well 15	Well 9	TBA
Piney Point	Well 2	Well 6	Well 7
	Well 11	Well 10	Well 12R
Columbia	Well PW2	Well PW6A	Well PW1A
	Well PW5	Well PW8A	Well PW4B

#### IV. STATEMENT OF QUALIFICATIONS (SOQ)

- A. All vendors submitting proposals shall include the following: information to satisfy IFP Section VI, a current financial statement, an acceptable experience record, and any other documents deemed necessary by the City of Dover. **Below is a detailed list of the items that must be submitted, in the order provided, to the City of Dover on the date of the proposal opening.**
1. The firm name and contact person, together with the address, telephone number, facsimile number and email address, of the office from which the services will be provided. The state permit number for the firm shall also be provided.
  2. A brief history of the Firm (limit two pages). Information shall include evidence that the firm is authorized to do business in the State of Delaware and the City of Dover.
  3. A description of the services which the proposer is capable of providing, together with an explanation of how these services might best assist the City. How the firm will be able to meet the specific requirements provided within the Scope of Work must be clearly addressed.
  4. A list of references the City may contact in order to assist in the evaluation of your past performance. Please limit these references to entities within the State of Delaware to whom you have provided services over the past three (3) years. For each reference listed, the information provided should consist of the following:
    - Name and mailing address of the entity
    - Name and telephone number of your contact person within said entity
    - Brief description of services provided
  5. Include staff listing that will be working on this contract, include their experience within the industry and their current company.
  6. Any additional information that you feel will be beneficial to the City in evaluating your qualifications to serve.

**V. COMPENSATION**

The proposal should clearly state the fees to be charged for the proposed work and should be provided on the attached Proposal Form. The proposal should also include a payment schedule for the one (1) lump sum bid item and the two (2) price per well items identified in the Proposal Form.

**VI. SELECTION CRITERIA**

In order to ascertain which proposal best meets the needs of the City, proposals will be independently evaluated, according to the following criteria, by two (2) or more qualified individuals of the City's staff:

	<b>FACTOR</b>	<b>POINT RANGE</b>
A	Experience: Demonstrated experience with similar projects, and history of achieving highest and best results among its peers.	0 to 40
B	Cost.	0 to 30
C	Previous projects in the City of Dover.	0 to 15
D	Availability to perform duties.	0 to 15
	<b>MAXIMUM POINTS</b>	<b>100</b>

END OF SECTION

## ADVERTISEMENT FOR PROPOSALS

Sealed proposals will be received on behalf of the City of Dover, (herein called the "Owner") at the City of Dover, City of Dover Procurement Office, 710 William Street, Dover, DE 19904 no later than 2:00 p.m. EST on Thursday, May 3, 2018. Proposals will then be publicly opened and read aloud immediately thereafter for the following:

### WELLHEAD REDEVELOPMENT PROGRAM

Proposal No.: 18-0029PW

**Contract Duration: Three (3) years with a City option for two (2) one (1) year extensions.**

The City of Dover requests proposals from experienced and qualified Delaware licensed firms to perform any wellhead redevelopment agreed upon with the winning proposer. Any award of contract(s) by the City for wellhead redevelopment program would be for a three (3) year period with the City reserving the option to extend such contract(s) for two (2), additional one (1) year periods, or portions thereof, if the City determines that extending the contract(s) would be in its best interest. A successful contract award by the City does not necessarily guarantee any amount or type of wellhead redevelopment. All requirements are described in the proposal documents entitled, **Wellhead Redevelopment Program, Request for Proposal, RFP No.:18-0029PW.**

Local vendor preference shall be considered for materials, equipment, construction contracts, and utility contracts. Local vendor preference shall be three percent (3%) of the annual value of the award. The term local vendor is defined as a gradually increasing range with preference assigned as follows:

Rule 1: Vendor located within the city limits of the City of Dover.

Rule 2: Vendor located within Kent County, Delaware (applicable only if no vendor qualifies under rule 1).

Rule 3: Vendor located within State of Delaware (applicable only if no vendor qualifies under rule 1 or 2).

If in the event no vendor qualifies under rules 1, 2, or 3, no local vendor preference will be awarded. **The vendor must identify qualification and claim to the preference on the submitted proposals documents.** This preference is to be considered as standalone and cannot be added to any other preferences that may be allowed.

Minority owned vendor preference shall be three percent (3%) of the value of the award. **The vendor must identify qualification and claim to the preference on the submitted proposal documents. The vendor must provide authoritative proof of minority ownership such as identification in the certification directory maintained by the State of Delaware, Department of Administrative Services, Office of Minority and Women Business Enterprises to qualify for this preference.** This preference is to be considered as a stand-alone and cannot be added to any other preference that may be allowed. This preference shall not apply to subcontractors.

The right is reserved, as the interests of the City of Dover may appear, to reject any and all proposals, to waive any information in proposals received, and to accept or reject any items of any bid.

City of Dover, Delaware

By Barry Wolfgang  
Acting Contract and Procurement Manager  
City of Dover



**SECTION IP**  
**INSTRUCTIONS TO PROPOSERS**

**I. PROPOSAL SUBMISSION**

- A. All proposals should be delivered to:

**Barry Wolfgang**  
**Acting Contract and Procurement Manager**  
**City of Dover Purchasing Office**  
**710 William Street**  
**Dover, Delaware 19904**

- B. Questions regarding scope of services or proposal process:

1. To ensure fair consideration for all proposers, communication to or with any department or departmental staff during the submission process, will be prohibited except as provided in the third paragraph below. Any communication between proposer and the City will be initiated by the appropriate staff member to obtain information or clarification needed to develop a proper, accurate evaluation of the proposal. Such communications initiated by a proposer may be grounds for disqualifying the offending proposer from consideration for award of the proposal and/or any future proposal.
2. Any questions relative to interpretation of the scope of services or the proposal process, shall be addressed as indicated below, in ample time before the period set for the receipt and opening of proposals.
3. Questions or comments should be directed in writing to:

**Barry Wolfgang**  
**Acting Contract and Procurement Manager**  
**City of Dover Purchasing Office**  
**710 William Street**  
**Dover, Delaware 19904**

**Facsimile Number: (302) 736-7178**

**E-mail address: bwolfgang@doover.de.us**

- C. In order to be acceptable, **three (3) copies of the proposal must be submitted in a sealed envelope on the outside of which shall be plainly marked "Sealed Proposal: Wellhead Redevelopment Program," Opening Thursday, May 3, 2018 2:00 P.M. RFP No.: 18-029PW", together with the name and address of the company submitting the proposal.** Proposals will be received until **2:00 P.M.** or hand delivered no later than **2:00 P.M. on Thursday, May 3, 2018**, at which time they will be publicly opened in the **City of Dover Purchasing Office, 710 William Street, Dover, Delaware 19904.**
- D. Proposers are fully responsible for the timely delivery of proposals. Late proposals will not be accepted and will be returned to the proposer unopened. Telegraph, telephone, facsimile machine, and electronic mail proposals will not be accepted under any circumstances.

- E. If personal interviews are deemed necessary, and your business is included among those selected for interview, you will be contacted to schedule a mutually agreeable date and time for the interview.
- F. It is anticipated that a final decision on the business to be selected will be made within 90 days or upon approval by City Council, whichever occurs earlier. All proposers will subsequently be contacted and advised of the Department's decision.

## **II. TERMS AND CONDITIONS**

- A. The City reserves the right to reject any or all proposals, with or without cause, to waive technicalities, or to accept the proposals which in its judgment best serves the interests of the City. The City further reserves the right to award the contract to the next most qualified proposer if the successful proposer does not execute a contract within ninety (90) days after being notified of the award of the proposal.
- B. The City reserves the right to request clarification of information submitted and to request additional information from one or more proposers. All costs associated with the presentation of the proposal and any supplemental information shall be borne solely by the proposer and shall not be passed on to the City under any circumstances.
- C. Any proposal may be withdrawn until the date and time stated above for the opening of the proposals. Any proposal not so withdrawn shall constitute an irrevocable offer to sell to the City the services indicated for a period of ninety (90) days, or until one or more of the proposals have been accepted by the Department, whichever occurs earlier.
- D. Any written agreement or contract resulting from the acceptance of a proposal shall be prepared on forms either supplied by or approved by the City, and shall contain, at a minimum, applicable provisions of this invitation to proposal. The City reserves the right to reject any agreement that does not conform to the request for proposals or any other City requirements for agreements and contracts. The following are representative of the provisions to be included within the contract documents:
  - 1. Termination - If through any cause, the firm selected shall fail to fulfill the obligations agreed to in a timely and efficient manner, the City shall have the right to terminate the contract by specifying the date of termination in a written notice to the firm at least thirty (30) days before the termination date. In this event, the firm shall be entitled to just and equitable compensation for the work satisfactorily completed.
  - 2. Assignment - The proposer shall not assign any interest in the contract and shall not transfer any interest in the same without the prior written consent of the City.
  - 3. Non-discrimination - The successful proposer must specify in the contract that the firm will not discriminate under the contract, against any person as provided in any federal, state, or local government laws and regulations.
  - 4. Certificate of Insurance - The contractor selected must present proof of insurance coverage of a nature and amount deemed adequate by the City and be willing to execute a hold harmless indemnification for the City.
  - 5. Publication of Information - No reports, information, or data given to or prepared by the

firm under the contract shall be made available to any individual or organization by the firm without the prior written approval of the City. This provision shall only apply insofar as it does not conflict with the provisions of the Freedom of Information Act.

- E. The successful Proposer shall be required to enter into a contract with the City of Dover which shall reflect the services requested in the Invitation to Proposal, without delay upon notice of award of contract.

### III. INSURANCE REQUIREMENTS

Insurance shall be in the following amounts for the risks indicated:

- A. Workmen's Compensation and Employers Liability as required by statute:

1. Employer's Liability \$ 500,000

- B. Comprehensive Public Liability and Property Damage:

1. Bodily Injury \$ 500,000/person  
\$ 1,000,000/occurrence
2. Property Damage \$ 500,000

- C. Comprehensive Automobile Liability (owned, non-owned and hired vehicles):

1. Bodily Injury \$ 500,000/person  
\$ 1,000,000/occurrence
2. Property Damage \$ 1,000,000

- D. Contractual Liability:

1. Bodily Injury \$ 500,000/person  
\$ 1,000,000/occurrence
2. Property Damage \$ 500,000

### IV. PROPOSAL PROCESS SCHEDULE

The City will use the following tentative timetable in the selection process, which should result in the selection of a proposer by Wednesday, June 13, 2018:

Date	Event
Wednesday, April 4 and Wednesday, April 11, 2018	Publicly Advertise RFP #18-0029PW
Wednesday, April 18, 2018	Deadline for submitting questions
Wednesday, April 25, 2018	Addendum issued/answers to proposer's questions published
<b>Thursday, May 3, 2018</b>	<b>Proposal Deadline to submit final proposals (Proposal Opening). (3 original copies by 2:00 pm)</b>
Monday, May 14, 2018	City Completes Evaluation of Proposals

Wednesday, June 13, 2018	City Issues Notice of Award
Monday, June 25, 2018	Contract Execution

END OF SECTION

**WELLHEAD REDEVELOPMENT PROGRAM  
CITY OF DOVER, DELAWARE**

**PROPOSAL FORM**

Date: \_\_\_\_\_

Proposal of \_\_\_\_\_ (hereinafter called "PROPOSER"), organized and existing under the laws of the State of Delaware doing business as \_\_\_\_\_. To the City of Dover (hereinafter called "OWNER"). \*

In compliance with the Invitation to Proposers, PROPOSER hereby proposes to perform all WORK for the Wellhead Redevelopment Program for the City of Dover, RFP No. 18-0029PW, in strict accordance with the SCOPE OF WORK, within the time set forth therein, and at the prices stated below. The PROPOSER has examined and fully understands the scope of work.

The PROPOSER declares that the attached documents therein referred to have been carefully examined and are understood. It is proposed and agreed if the Proposal is accepted to contract with the City of Dover the required work in the manner set forth in the documents.

\*Corporation, Partnership, or Individual as applicable.

BIDDER acknowledges receipt of the following ADDENDUM (if applicable):

\_\_\_\_\_

The PROPOSER declares that the only person, firm or corporation, or persons, firms or corporations, that has or have any interest in this proposal or in the Contract or Contracts proposed to be taken is or are the undersigned; that this proposal is made without any connection or collusion with any person, firm or corporation, making a proposal for the same work.

The proposer agrees that this proposal shall be good and may not be withdrawn for a period of 90 calendar days after the scheduled closing time for receiving proposals.

Upon receipt of written notice of the acceptance of this proposal, proposer will execute the formal contract attached within 10 days and deliver.

The names and addresses of all members of a firm or the names, addresses, and titles of every officer of a corporation as the case may be, must be given here by the member if the firm or by the officer or agent of the corporation who signs the Proposal.

Respectfully submitted:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address

\_\_\_\_\_  
Date

\_\_\_\_\_  
Taxpayer ID Number

\_\_\_\_\_  
License Number (if applicable) Telephone No.

SEAL – (If BID is by a corporation)

If a Partnership, state names and addresses of Partners here:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**WELLHEAD REDEVELOPMENT PROGRAM  
RFP NO.:18-0029PW  
CITY OF DOVER, DELAWARE**

**PROPOSAL FORM**

**ITEM 1: Preliminary Testing – price below**

Work as described in the SCOPE OF WORK, Paragraph C.2. As per the SCOPE OF WORK approximately one-third of the wells are to be inspected in each year of the three (3) year contract period.

**ITEM 2: Pump and Pump Equipment Removal, Reinstallation, Final Testing and Sterilization – price below**

- **ITEM 2A** shall consist of pump and pump equipment removal as described in the SCOPE OF WORK, Paragraph D.1.
- **ITEM 2B** shall consist of pump and pump equipment reinstallation, final testing and sterilization as described in the SCOPE OF WORKS, Paragraphs D.4., D.5., and D.6.
- As per the SCOPE OF WORK these services will be performed, only upon City authorization, on a per well basis.

WELL ID #	ITEM 1 – Price per Well	ITEM 2A – Price per Well	ITEM 2B – Price per Well
1			
2			
3			
4			
6			
7			
8R			
9			
10			
11			
12R			
13R			
14			
15			
PW1A			

PW2			
PW4B			
PW5			
PW6A			
PW8A			

**ITEM 3: Camera Inspection of Well Casing and Screen** – price below

Work as described in the SCOPE OF WORK, Paragraph D.2. As per the SCOPE OF WORK these services will be performed, only upon City authorization, on a per well basis.

- **ITEM 3A** shall consist of all labor, materials, tools, equipment and services necessary to perform a camera inspection as noted above for a well up to sixty (60) feet. Please note that this price shall be held for each of the six (6) shallow wells regardless of deviations that may be incurred.

**ITEM 3A Base Price per Well**     \$\_\_\_\_\_

- **ITEM 3B** shall consist of the additional cost per foot for insertion depths of the camera over sixty (60) feet. Please note that this price shall be utilized for the fourteen (14) deep wells only.

**ITEM 3B Additional Price per Foot**     \$\_\_\_\_\_

**ITEM 4: Pump / Motor Examination** – price below

Work as described in the SCOPE OF WORK, Paragraph D.3. As per the SCOPE OF WORK these services will be performed, only upon City authorization, on a per well basis.

**ITEM 4 Price per Well**     \$\_\_\_\_\_

**ITEM 5: Hourly Labor Rates** – price below

These rates shall be utilized by the PROPOSER in the developing of a cost estimate, final price or the like for any additional work authorized by the City.

JOB TITLE	ITEM 5 – Hourly Rate
Project Manager	
Field Engineer	
Drilling Engineer	
Drilling Foreman / Supervisor	
Well Driller	
Well Driller Assistant / Helper	



Pump Installer	
Electro-Mechanical Technician	
Pump Mechanic	
Motor Mechanic	

**ITEM 6: Annual Escalator**

The escalator percentages provided below shall be applied to each of the five items above in the year noted.

**ITEM 6A 2015 Annual Escalator** \_\_\_\_\_%

**ITEM 6B 2016 Annual Escalator** \_\_\_\_\_%

**ITEM 6C 2017 Annual Escalator** \_\_\_\_\_%

**ITEM 6D 2018 Annual Escalator** \_\_\_\_\_%

**CHECK THE APPROPRIATE BOXES:**

	<b>Yes</b>	<b>No</b>
<u>Local Vendor Preference, Rule 1:</u> Vendor located within the city limits of the City of Dover.		
<u>Local Vendor Preference, Rule 2:</u> Vendor located within Kent County, Delaware (applicable only if no vendor qualifies under rule 1)		
<u>Local Vendor Preference, Rule 3:</u> Vendor located within the State of Delaware (applicable only if no vendor qualifies under rules 1 & 2)		
<u>Minority Vendor Preference</u> , with authoritative proof of qualification		
Proposer has attached proper information to satisfy the Statement of Qualification, Section IFP IV.		
Proposer has attached proper information to satisfy the Selection Criteria, Section IFP VI.		
Insurance Requirements, as outlined in Instructions to Proposers, section III		

\_\_\_\_\_  
Contractor's Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

END OF SECTION

## **AGREEMENT FOR PROFESSIONAL SERVICES**

THIS AGREEMENT is made as of the \_\_\_\_ day of \_\_\_\_\_ in the year 2018, between The City of Dover, a Delaware Municipal Corporation, whose address is 15 Loockerman Plaza, Dover, Delaware 19903 (hereinafter referred to as the CITY), and \_\_\_\_\_, whose address is, \_\_\_\_\_ (hereinafter referred to as the CONTRACTOR).

**NOW, THEREFORE**, in consideration of the mutual benefits accruing to the parties to this Agreement, and for other good and valuable considerations, the parties agree as follows:

### **1. SERVICES**

The CONTRACTOR shall perform the following services: **SEE REQUEST FOR PROPOSAL FOR WELLHEAD REDEVELOPMENT PROGRAM FOR THE CITY OF DOVER RFP NO.: 18-0029PW AND THE SUBMITTED PROPOSAL FORM.** Nothing herein shall limit the CITY's right to obtain proposals or services from other professionals for similar projects at any time the CITY so chooses.

### **2. INDEMNIFICATION**

The CONTRACTOR, and any agent or subcontractor, shall defend, indemnify and hold harmless the CITY and its officials, officers, board members, council members, commissioners, representatives, employees, agents, and contractors, against any and all liability, costs, damages, fines, taxes, special charges by others, penalties, payments (including payments made under any Workers' Compensation Laws or under any plan for employees' disability and death benefits), and expenses (including reasonable attorney fees of the CITY and all other costs and expenses of litigation). Claims arising in any way, including any act, omission, failure, negligence or willful misconduct, in connection with the work, construction, maintenance, repair, presence, use, or operation by the CONTRACTOR, or the CONTRACTOR's officers, directors, employees, agents, and sub-contractors, shall be responsible for Claims. Such Claims include, but are not limited to, the following:

- A. Intellectual property infringement, libel and slander, trespass, unauthorized use of television or radio broadcast programs and other program material, and infringement of patents;
- B. Cost of work performed by the CITY that was necessitated by the CONTRACTOR's failure, or the failure of the CONTRACTOR's officers, directors, employees, agents, or sub-contractors, to perform work, or maintain CITY facilities in accordance with the requirements and specifications of this Agreement, or from any other work authorized under this Agreement;
- C. Damage to property, injury to or death of any person arising out of the performance or nonperformance of any work or obligation undertaken by the CONTRACTOR, or CONTRACTOR's officers, directors, employees, agents, and sub-contractors, pursuant to this Agreement;

### **3. PROCEDURE FOR INDEMNIFICATION**

- A. The CITY shall give notice promptly to the CONTRACTOR of any claim or threatened claim, specifying the factual basis for such claim and the amount of the claim. If the claim relates to an action, suit or proceeding filed by a third party against the CITY, the notice shall be given to the CONTRACTOR by the CITY no later than ten (10) calendar days after written notice of the action, suit or proceeding was received by the CITY.

- B. Failure to timely give the required notice will not relieve the CONTRACTOR from its obligation to indemnify the CITY unless the CITY is materially prejudiced by such failure.
- C. The CITY will have the right at any time, by notice to the CONTRACTOR, to participate in or assume control of the defense of the claim with counsel of its choice, which counsel must be reasonably acceptable to the CONTRACTOR. The CONTRACTOR agrees to cooperate fully with the CITY. If the CITY so assumes control of the defense of any third-party claim, the CONTRACTOR shall have the right to participate in the defense at its own expense. If the CONTRACTOR does not so assume control or otherwise participate in the defense of any third-party claim, it shall be bound by the results obtained by the CITY with respect to the claim.
- D. If the CITY assumes the defense of a third-party claim as described above, then in no event will the CITY admit any liability with respect to, or settle, compromise or discharge, any third-party claim without the CONTRACTOR's prior written consent, and the CONTRACTOR will agree to any settlement, compromise or discharge of any third-party claim which the CITY may recommend which releases the CITY completely from such claim.
- E. Municipal Liability Limits. No provision of this Agreement is intended, or shall be construed, to be a waiver for any purpose by either entity of any applicable State limits on municipal liability.
- F. Disclaimer. The CITY makes no express or implied warranties with regard to its structures, fixtures, materials, or other equipment, all of which are hereby disclaimed. The CITY makes no other express or implied warranties, except to the extent expressly set forth in this Agreement. The CITY expressly disclaims any implied warranties of merchantability or fitness for a particular purpose
- G. Duty to Competent Supervision and Performance. The CONTRACTOR shall ensure that its employees, servants, agents, and subcontractors have the necessary qualifications, skill, knowledge, training, and experience to protect themselves, their fellow employees, employees of the CITY, and the general public, from harm or injury while performing work permitted pursuant to this Agreement. In addition, the CONTRACTOR shall furnish its employees, servants, agents, and subcontractors with competent supervision and sufficient and adequate tools and equipment for their work to be performed in a safe manner.
- H. Duty to Inform. The CONTRACTOR further warrants that it understands the imminent dangers (INCLUDING SERIOUS BODILY INJURY OR DEATH FROM FALLING) inherent in the work necessary to perform the work expected under this agreement by the CONTRACTOR's employees, servants, agents, contractors or subcontractors, and accepts as its duty and sole responsibility to notify and inform the CONTRACTOR's employees, servants, agents, contractors or subcontractors of such dangers, and to keep them informed regarding same.

#### 4. INSURANCE

- A. Policies Required. At all times during the term of this Agreement, the CONTRACTOR shall keep in force and affect all insurance policies as described below:
- B. Worker's Compensation and Employers' Liability Insurance. Statutory worker's compensation benefits and employers' liability insurance with a limit of liability no less than that required by Delaware law at the time of the application of this provision for each

accident. This policy shall be endorsed to include a waiver of subrogation in favor of the City of Dover. The CONTRACTOR shall require subcontractors and others not protected under its insurance to obtain and maintain such insurance.

- C. Commercial General Liability Insurance. Policy will be written to provide coverage for, but not limited to, the following: premises and operations, products and completed operations, personal injury, blanket contractual coverage, broad form property damage, independent contractor's coverage with limits of liability not less than \$1,000,000 general aggregate, \$1,000,000 products/completed operations aggregate, \$1,000,000 personal injury, \$2,000,000 each occurrence.
- D. Automobile Liability Insurance. Business automobile policy covering all owned, hired and non-owned private passenger autos and commercial vehicles. Limits of liability not less than \$1,000,000 each occurrence, \$1,000,000 aggregate.
- E. Qualification; Priority; Contractors' Coverage. The insurer must be authorized to do business under the laws of the State of Delaware. Such insurance will be primary. All contractors and all of their subcontractors who perform work on behalf of the CONTRACTOR shall be responsible for carrying, in full force and effect, worker's compensation and employer's liability, and automobile liability insurance coverage.
- F. Certificate of Insurance; Other Requirements. At the execution of this Agreement and prior to each insurance policy expiration date during the term of this Agreement, the CONTRACTOR will furnish the CITY with a Certificate of Insurance with the CITY named as an additional insured. The Certificate shall reference this Agreement and worker's compensation and property insurance waivers of subrogation required by this Agreement. The CITY shall be given thirty (30) calendar days advance notice of cancellation or nonrenewal of insurance during the term of this Agreement.
- G. Limits. The limits of liability set out in this Agreement may be increased by mutual consent of the parties, which consent will not be unreasonably withheld by either party, in the event of any factors or occurrences, including substantial increases in the level of jury verdicts or judgments or the passage of state, federal or other governmental compensation plans, or laws which would materially increase the CITY's exposure to risk.
- H. Deductible/Self-insurance Retention Amounts. The CONTRACTOR shall be fully responsible for any deductible or self-insured retention amounts contained in its insurance program or for any deficiencies in the amounts of insurance maintained.

5. CODES, LAWS, AND REGULATIONS

The CONTRACTOR will comply with all applicable codes, laws, regulations, standards, and ordinances in force during the term of this Agreement.

6. PERMITS, LICENSES, AND FEES

The CONTRACTOR will obtain and pay for all permits and licenses required by law that are associated with the CONTRACTOR's performance of the Scope of Services.

7. ACCESS TO RECORDS

The CONTRACTOR will maintain accounting records, in accordance with generally accepted accounting principles and practices, to substantiate all invoiced amounts. Said records will be

available for examination by the CITY during the CONTRACTOR's normal business hours. Said records will be maintained for a period of three (3) years after the date of the invoice.

8. CONTINGENT FEES PROHIBITED

The CONTRACTOR warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONTRACTOR any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. In the event of a breach of this provision, the CITY shall have the right to terminate this Agreement without further liability and at its discretion, deduct from the contract price, or otherwise recover, the full amount of any such fee, commission, percentage, gift or consideration paid in breach of this Agreement.

9. PAYMENT

It is understood and agreed by and between the parties hereto that this three (3) year Contract, with a CITY option for two (2), one (1) year extensions in the anticipated rates as per the Proposal submitted by the CONTRACTOR on \_\_\_\_\_, as accepted by the CITY and further detailed in Attachment A. All requests for payment shall be accompanied by supporting documentation which will include proof of the work performed in accordance to the Contract Documents and other CITY required supporting documentation. Any reimbursement for expenses shall include receipts or copies of the invoices. No other costs or services shall be billed to the CITY.

10. INDEPENDENT CONTRACTOR

The CONTRACTOR is an independent contractor and as such will be responsible for paying his own Federal income tax and self-employment tax, or any other taxes applicable to the compensation paid under this agreement.

11. ASSIGNMENT

Neither party shall have the power to assign any of the duties or rights or any claim arising out of or related to the Agreement, whether arising in tort, contract, or otherwise, without the written consent of the other party. These conditions and the entire Agreement are binding on the heirs, successors, and assigns of the parties hereto.

12. NO THIRD PARTY BENEFICIARIES

This Agreement gives no rights or benefits to anyone other than the CONTRACTOR and the CITY.

13. JURISDICTION

The laws of the State of Delaware shall govern the validity of this Agreement, its interpretation and performance, and any other claims related to it. In the event of any litigation arising under or construing this Agreement, venue shall lie only in Kent County, Delaware.

14. TERM AND TERMINATION

All or part of this Agreement may be terminated by the CITY for its convenience on thirty (30)

days written notice to the CONTACTOR. In such event, the CONTACTOR will be entitled to compensation for services competently performed up to the date of termination. In the event of termination not the fault of the CONTACTOR, the CONTACTOR shall be compensated for with Reimbursable Expenses then due and all Termination Expenses.

15. CONTACT PERSON

The primary contact person under this Agreement for the CONTACTOR shall be Name: \_\_\_\_\_, Phone No.: \_\_\_\_\_, Address: \_\_\_\_\_. The primary contact person under this Agreement for the CITY shall be \_\_\_\_\_, \_\_\_\_\_ Department.

16. APPROVAL OF SERVICE PERSONNEL

The CITY reserves the right to approve the contact person and the persons actually performing the services on behalf of the CONTRACTOR pursuant to this Agreement. If the CITY, in its sole discretion, is dissatisfied with the contact person or the person or persons actually performing the services on behalf of the CONTRACTOR pursuant to this Agreement, the CITY may require the CONTRACTOR assign a different person or persons be designated to be the contact person or to perform the services hereunder.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement on the respective dates under each signature.

(CONTRACTOR)

CITY OF DOVER

By: \_\_\_\_\_

By: Sharon J. Duca, P.E.

Title: \_\_\_\_\_

Title: Public Works Director / City Engineer

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTACHMENT A**

**BASIS FOR PAYMENT**