April 17, 2018

To Whom It May Concern:

The City of Dover will receive sealed proposals on May 16, 2018 at 2:00 p.m. local time for the purpose of contracting for SCHUTTE PARK GRADING PLAN ENGINEERING DESIGN SUPPORT, RFP NUMBER 18-0031PW. The RFP must be submitted with three (3) paper copies and one electronic copy on either a thumb drive or a cd. All vendors must complete the request for proposal (RFP) notice and send it to fax (302) 736-7178 or email doverwhse@dover.de.us if they intend to submit a proposal. 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.

**LATE SUBMISSIONS:**
A proposal received after the closing date and time for receipt of the proposals is late and shall not be considered. It is the responsibility of the submitter to ensure that the proposal is received prior to the closing date and time.

**QUESTIONS:**
If you have questions concerning this Request for Proposal, they must be made in writing and emailed to me at doverwhse@dover.de.us. All questions must be submitted no later than May 2, 2018. All questions will be compiled and answered in the form of an addendum and will be emailed to all prospective bidders who return the RFP solicitation form attached and will be posted on the City of Dover web site, www.cityofdover.com. All changes or corrections to this Request for Proposal will be handled by addenda issued by the Purchasing Office. The receipt of all Addenda must be acknowledged on the proposal submission form.

The City of Dover reserves the right to request corrections, clarifications, and/or additional information pertaining to Respondent's response.

It has been determined that this solicitation be offered as a request for competitive sealed proposals, pursuant to Delaware Code Title 29, Chapter 6924 (a), because the use of competitive sealed bidding is not in the best interest of the City. The use of competitive sealed proposals is necessary to:

- Use a contract other than a fixed price type;
- Conduct Oral or written discussions with offerors concerning technical and price aspects of their proposals;
- Afford offerors an opportunity to revise their proposals;
- Compare the different price, quality and contractual factors of the proposals submitted.
- Award a contract in which price is not the determining factor.

Proposals will be opened publicly at the time and place designated in this letter. The name of each offeror shall be read publicly and recorded. All other information contained in the proposals shall be confidential so as to avoid disclosure of contents prejudicial to competing offerors during the process of negotiation. 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 60 days of the closing date to the offeror whose proposal 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 opening. The proposals, summaries, and tabulations shall not be open for public inspection until after receipt of a fully executed contract.

**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.

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.

All proposals 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 proposals will be opened in the presence of the Procurement Manager or his/her designee. The name of each offeror shall be read publicly. All other information contained in the proposals shall be confidential so as to avoid disclosure of information prejudicial to competing offerors during the negotiation process. Any and all
proprietary information contained within the proposal must be clearly marked. The cover must indicate that the proposal contains such information. Copies of the proposals will not be provided to competing vendors.

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 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 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 proposal documents. This preference is to be considered as stand-alone and cannot be added to any other preference that may be allowed.

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 the proposer’s ability to perform the contract requirements, the quality of work and the ability to meet obligations.
ENVELOPES MUST BE MARKED “SCHUTTE PARK GRADING PLAN ENGINEERING DESIGN SUPPORT, RFP NUMBER 18-0031PW.” No faxed or emailed proposals will be accepted.

The City of Dover shall have the right to reject any or all proposals 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@dover.de.us
www.cityofdover.com
REQUEST FOR PROPOSAL SOLICITATION NOTICE

RFP Number: 18-0031PW  RFP Opening: May 16, 2018, 2:00 p.m.

Description: Schutte Park Grading Plan Engineering Design Support

If you are interested in the request for proposal described above, you can download it 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

Please complete the following and return this form to the City of Dover Purchasing Office.

<table>
<thead>
<tr>
<th>Company:</th>
<th>Vendor Response /Request</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address</td>
<td>No bid at this time, please retain on bid list</td>
</tr>
<tr>
<td>Contact:</td>
<td>Please send complete RFP package</td>
</tr>
<tr>
<td>Phone</td>
<td>I will download the RFP package</td>
</tr>
<tr>
<td>Fax</td>
<td>I intend to bid</td>
</tr>
<tr>
<td>e-mail for ITB/RFP</td>
<td>I do not intend to bid</td>
</tr>
<tr>
<td>Other:</td>
<td></td>
</tr>
</tbody>
</table>

5 of 5
CITY OF DOVER, DELAWARE

REQUEST FOR PROPOSALS

FOR

SCHUTTE PARK GRADING PLAN
ENGINEERING DESIGN SUPPORT

RFP NUMBER
18-0031PW

April 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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## APPENDIX A

Schutte Park Field Layout Concept Plan
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 Wednesday, May 16, 2018. Proposals will then be publicly opened and read aloud immediately thereafter for the following:

**Schutte Park Grading Plan Engineering Design Support**  
Proposal No.: 18-0031PW  
Contract Duration: 90 Calendar Days

The City of Dover requests proposals from qualified, Delaware licensed engineering firms, to provide the following services: creating a grading plan for a portion of the City of Dover’s Schutte Park that shall take into consideration the concept plan for athletic fields and preparation of construction bid documents. All requirements are described in the proposal documents entitled, *Schutte Park Grading Plan Engineering Design Support, Request for Proposal, RFP No.:18-0031PW.*

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 proposal.

City of Dover, Delaware

Barry Wolfgang  
Acting Contract and Procurement Manager  
City of Dover
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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 in order 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 Central Services Department
710 William Street
Dover, Delaware 19904
Facsimile Number: (302) 736-7178
E-mail address: doverwhse@dover.de.us

C. In order to be acceptable, three (3) paper copies and one (1) electronic copy of the proposal must be submitted in a sealed envelope on the outside of which shall be plainly marked "Sealed Proposal: Schutte Park Grading Plan Engineering Design Support, RFP Opening May 16, 2018 2:00 P.M. Proposal No.: 18-0031PW", together with the name, address, and license number, if applicable, 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 May 16, 2018, at which time they will be publicly opened in the City of Dover Central Services Department, 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. In the event that personal interviews are deemed necessary, and your business is
included among those selected for interview, you will be contacted in order 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 30 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 proposal, 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 thirty (30) 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 proposals 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 request for proposals. 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 for Proposals, without delay upon notice of award of contract.

III. INSURANCE REQUIREMENTS

A. **Policies Required.** At all times during the term of this Project No. 18-0023PW, the Contractor shall keep in force and affect all insurance policies as described below:

1. **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.

2. **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.

3. **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.

4. **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 Contractor shall be responsible for carrying, in full force and effect, worker’s compensation and employer’s liability, and automobile liability insurance coverage.

5. **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, Contractor will furnish the City of Dover 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. City of Dover shall be given thirty (30) calendar days advance notice of cancellation or nonrenewal of insurance during the
term of this Agreement.

6. **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 of Dover’s exposure to risk.

7. **Deductible/Self-insurance Retention Amounts.** 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.

### IV. PROPOSAL PROCESS SCHEDULE

**A.** The City will use the following tentative timetable in the selection process:

<table>
<thead>
<tr>
<th>Date</th>
<th>Event</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tuesday, April 17, 2018</td>
<td>Publicly Advertise RFP #18-0031PW</td>
</tr>
<tr>
<td>Tuesday, April 24, 2018</td>
<td>Publicly Advertise RFP #18-0031PW</td>
</tr>
<tr>
<td>Wednesday, May 2, 2018</td>
<td>Deadline for submitting questions</td>
</tr>
<tr>
<td>Wednesday, May 9, 2018</td>
<td>Addendum issued/answers to proposers questions published</td>
</tr>
<tr>
<td><strong>Wednesday, May 16, 2018</strong></td>
<td>Proposal Deadline to submit final proposals (Proposal Opening). (3 original copies by 2:00 pm)</td>
</tr>
<tr>
<td>Monday, May 28, 2018</td>
<td>City Completes Evaluation of Proposals</td>
</tr>
<tr>
<td>Tuesday, July 10, 2018</td>
<td>City Issues Notice of Award</td>
</tr>
<tr>
<td>Tuesday, July 17, 2018</td>
<td>Contract Execution</td>
</tr>
</tbody>
</table>

END OF SECTION
SECTION IFP
INVITATION FOR PROPOSALS

RFP NUMBER: 18-0031PW

Sealed Proposals, three (3) paper copies and one (1) electronic copy, 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 16, 2018 for the Schutte Park Grading Plan Engineering Design Support 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 (City) requires the expertise of a consultant to provide the following services: creating a grading plan for a portion of the City of Dover’s Schutte Park that shall take into consideration the concept plan for athletic fields as well as the preparation of construction bid documents for the City of Dover Department of Public Works.
   B. The City invites written proposals from qualified Delaware licensed engineering firms which are interested in providing services, as outlined below.

III. GENERAL CONDITIONS
   A. The City is seeking proposals from experienced and qualified Delaware licensed engineering firms for entering into an agreement to create a grading plan with corresponding construction bid documents for a portion of Schutte Park. The park is located at 10 Electric Drive, Dover, DE. Design and bid documents shall be created and advertised through the City of Dover. This contract will be solely for the above referenced project. The duration of the site evaluation, bid document development and design shall be ninety (90) calendar days.

IV. SCOPE OF WORK
   A. The City of Dover will be redeveloping a portion of Schutte Park to include a multimodal path. The proposed walking path traverses over land that will need to be regraded in order to ensure the path which will meet American with Disabilities Act (ADA) requirements.
   B. The City of Dover will provide the awarded proposer with existing topographical plans,
with contours provided at one (1) foot intervals. The plans will be in AutoCAD format.

C. The proposer shall design the grading plan with erosion and sediment controls, which meet the Delaware Department of Natural Resources and Environmental Control (DNREC) regulations.

D. The proposer shall obtain the approval of all applicable agencies, including, but not limited to, Kent Conservation District (KCD), Delaware Department of Transportation (DelDOT).

E. The design shall take into consideration the future layout of athletic fields and parking area that will be proposed by the City, located in Appendix A. The design requirements will not include any specific design for the parking area, athletic fields or stormwater controls for the parking facility.

F. The design shall account for any utility adjustments required by any affected utility in the scope of the grading plan.

G. The construction bid documents shall include the necessary cut and fill calculations and any associated stormwater calculations for the regrading of the site.

V. REQUIRED CONTENT OF PROPOSAL

A. Firm Identification. The following questionnaire has been provided by the City of Dover. Please complete in typewritten form. Three (3) paper copies and one (1) electronic copy are to be submitted in the order outlined below. Illustrated brochure(s) and professional records may be attached and submitted to augment the data included in this questionnaire. Attach additional sheets as required or desired.

1. Firm Name
2. Established Year, State
3. Former Firm Name(s), if any, and years in business
4. Home office business address and telephone number
5. Branch office business address and telephone numbers
6. Associates and Principals: Name, Title, Specialties (Attach Resumes)
7. Total personnel of firm:
   • Professional
   • Non-Professional
   • Other
9. Key personnel to be involved in the provision of these services: Name, Title, Specialties, Degree, Registration (Professional Licensure), Years of Experience (Attach Resumes)
10. What outside Associates and Consultants does your firm normally work with? Include:
   • Name and address
   • Specific service
   • Name of last joint project
11. Is it anticipated that your firm will sub-contract any aspect of the work outlined in the scope of work? (If so, please discuss the nature and extent of the anticipated sub-contracting, including the use of local businesses.)

12. Please provide examples of similar grading plan design projects that your firm has completed (minimum of two (2)). Include the following:
   - Client
   - Contact person and phone number
   - Services provided
   - Original estimate of project cost
   - Actual project cost
   - Original estimate of task of completion schedule, e.g., Study/Analysis of Needs Report, Project Design, Construction, etc.
   - Actual completion schedule

13. Discuss how your firm will respond quickly to City needs. How will you maintain close effective communications with City staff?

14. Provide a discussion of your firm’s familiarity with typical problems which might arise with this type of project.

15. Document your firm’s ability to provide a high quality service on schedule and within budget. Discuss the control systems you will utilize to effectively manage projects.

16. Provide a list of Municipal, State, and Federal references which can be contracted.

17. Proof of insurance, complying with the Instructions to Bidders Section, including the following documentation:
   - Certificate of Insurance
   - Declaration Page
   - Insurance policy documents

18. Discuss your firm’s Affirmative Action and Equal Opportunity practices.

19. Please indicate if you are aware of any personal or organizational conflicts of interests. Provide an explanation of your firm’s (or any sub-consultants that your firm is using in provision of these services) involvement in ongoing or pending litigation, claims, suits against the City of Dover, if any.

20. Provide and additional information which you feel may be pertinent to the provision of these services, but not specifically required elsewhere in the RFP.

21. Provide an implementation schedule to prove your firm can meet the deadline of ninety (90) calendar days.

22. Each individual that will be working on this project shall have his / her own City of Dover business license, or prove they can obtain within thirty (30) calendar days.

B. Statement of Understanding. State your understanding of the scope of services
presented in the RFP and your role in accomplishing the scope of services. Include plan to meet the proposed schedule.

VI. **COMPENSATION**

A. The proposal should clearly state the lump sum, including all necessary permit costs to be charged for the proposed work and should be provided on the attached Proposal Form.

VI. **SELECTION CRITERIA**

A. 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:

<table>
<thead>
<tr>
<th>Factor</th>
<th>Point Range</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. Experience: Demonstrated experience with similar projects and history of achieving highest and best results among its peers.</td>
<td>0 to 15</td>
</tr>
<tr>
<td>B. Project Management: Project organization and management, including staffing, management control and sub-contractor utilization</td>
<td>0 to 10</td>
</tr>
<tr>
<td>C. Staff: Qualifications and utilization of the firm’s employees assigned to the provision of these services, including previous work experience, technical management experience, education and training. In addition to project specific experience, the City will take into account any consultant experience in providing general municipal engineering in a support capacity (to other various government agencies).</td>
<td>0 to 15</td>
</tr>
<tr>
<td>D. Costs: Lump sum of service, including any and all permit costs.</td>
<td>0 to 30</td>
</tr>
<tr>
<td>E. Service Ability: Firm’s ability to provide full spectrum of engineering services including personnel, managerial and other resources as and when required to meet the project’s objectives.</td>
<td>0 to 15</td>
</tr>
<tr>
<td>F. Location: Geographical location in relation to the City of Dover</td>
<td>0 to 5</td>
</tr>
</tbody>
</table>

END OF SECTION
SCHUTTE PARK GRADING PLAN
ENGINEERING DESIGN SUPPORT
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 Schutte Park Grading Plan Engineering Design Support for the City of Dover, RFP No. 18-0031PW, 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:

________________________________________  ____________________________
________________________________________  ____________________________
________________________________________  ____________________________
**SCHUTTE PARK GRADING PLAN**  
**ENGINEERING DESIGN SUPPORT**  
**RFP NO.:18-0031PW**  
**CITY OF DOVER, DELAWARE**

**PROPOSAL FORM**

<table>
<thead>
<tr>
<th>PROPOSAL ITEM</th>
<th>UNIT</th>
<th>COST</th>
</tr>
</thead>
<tbody>
<tr>
<td>Services to be provided to complete the Scope of Work described in IFP Section IV.A-D, including permit costs</td>
<td>LS</td>
<td></td>
</tr>
</tbody>
</table>

**GRAND TOTAL:**

**CHECK THE APPROPRIATE BOXES:**

<table>
<thead>
<tr>
<th>REQUIRED CONTENT TO BE SUBMITTED WITH PROPOSAL</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>Firm Identification, as outlined per IFP, Section V.A</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Statement of Understanding, as outlined per IFP, Section V.B</td>
<td></td>
<td></td>
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<tr>
<td>Proposer has attached proper information to satisfy the Selection Criteria, as outlined per IFP, Section VI.A</td>
<td></td>
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</tr>
<tr>
<td>Insurance Requirements, as outlined per IFP, Section III.A</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

______________________________________________  
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 19901 (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 SCHUTTE PARK GRADING PLAN ENGINEERING DESIGN SUPPORT RFP NO.: 18-0031PW 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 subcontractors, 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 Contract is in the amount of ____________ and _______ Dollars [$____.___] as per the Proposal submitted by the Contractor on ___________, 2018, and accepted by the City. 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 CONTRACTOR. In such event, the CONTRACTOR 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 CONTRACTOR, the CONTRACTOR 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 CONTRACTOR shall be Name: __________________________, Phone No.: __________________________, Address: __________________________. The primary contact person under this Agreement for the CITY shall be Jason A. Lyon, P.E., Department of Public Works.

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
SCHUTTE PARK FIELD
LAYOUT CONCEPT PLAN
APPENDIX A

APPROXIMATE AREA OF GRADING PLAN = 20.49 ± ACRES