

June 8, 2017

To Whom It May Concern:

The City of Dover will receive sealed bids on July 6, 2017 at 2:00 p.m. local time for the **LINCOLN STREET GRAVITY SEWER REPAIR, BID NUMBER 17-0040PW**. The bid must be submitted in three paper copies and one electronic copy in PDF format on either a flash drive or a 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 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. **All questions must be submitted no later than June 22, 2017.** 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.

A bid bond or certified check in the amount equivalent to ten percent (10%) of the proposal amount shall be required with each proposal. Acceptable bid security shall be limited to a bid bond in a form satisfactory to the City underwritten by a company licensed to issue bid bonds in this state or a bank certified check. If a bid does not comply with security requirements, it shall be rejected as being non-responsive. The check or bid bond of the bidder to whom the contract is awarded will be forfeited to the City of Dover as liquidated damages in case the contract and performance bond are not executed within fifteen days after receiving official notification of award.

A performance bond shall be required from the successful bidder for a construction contract. Such a bond shall be for the full amount of the contract. If the contractor fails to provide such a bond or a binder within fifteen days of the award of the contract, the award of the contract or the contract shall be void. The bond shall be released by the City of Dover upon successful completion of the contract and upon a detailed inspection of the contracted work.

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.

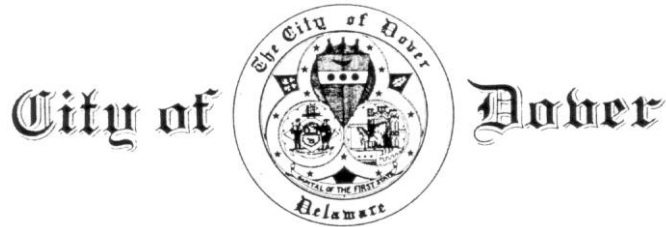
Vendors must provide references to the City of Dover upon request. Vendor references may be checked to verify their ability to perform the contract requirements, the quality of work and the ability to meet obligations.

ENVELOPES MUST BE MARKED "LINCOLN STREET GRAVITY SEWER REPAIR, BID NUMBER 17-0040PW BID OPENING JULY 6, 2017, 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,

Peter K. Gregg
Contract and Procurement Manager
City of Dover
(302) 736-7795
Fax (302) 736-7178
pgregg@dover.de.us
www.cityofdover.com



INVITATION TO BID NOTICE

Bid Number: 17-0040PW

Bid Opening: July 6, 2017, 2:00 p.m.

Description: Lincoln Street Sewer Repair

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 or 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 Peter Gregg
Phone: (302) 736-7795
e-mail: pgregg@dover.de.us

Please complete the following and return this form to Central Services:

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
Fax	I do not intend to bid
e-mail for ITB/RFP	Other:

CITY OF DOVER, DELAWARE
INVITATION TO BID
LINCOLN STREET GRAVITY SEWER REPAIR
JUNE 2017
BID NUMBER 17-0040PW



Issued By:

City of Dover

Purchasing Division
710 William Street
Dover, Delaware 19904
(302) 736-7046
Fax (302) 736-7178

Prepared By:



City of Dover Department of Public Works
P.O. Box 475
Dover, DE 19903-0475
(302) 736-7025

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ADVERTISEMENT FOR BIDS

Sealed bids 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 July 6, 2017. Bids will then be publicly opened and read aloud immediately thereafter for the following:

Lincoln Street Gravity Sewer Repair

Bid No.: 17-0040PW

Contract Duration 30 Days

This work is detailed in the **Lincoln Street Gravity Sewer Repair, Bid No.: 17-0040PW**. The work includes the removal and replacement of 26 linear feet of 10" asbestos containing pipe, and removal and replacement of an existing sanitary sewer lateral.

- Specifications, including the bid forms, will be available on the City of Dover's procurement website (<http://www.cityofdover.com/Bid-Procurement/>). The Contractor is responsible for all printing costs if so desired.
- A copy of the Specifications will be held at the City of Dover Department of Public Works, 15 Lookerman Plaza, Dover, DE 19903 for review.

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 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 bid documents.** The preference is 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 qualifications and claim to the preference on the submitted bid 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.** The preference is considered as standalone and cannot be added to any other preferences that may be allowed. This preference shall not apply to subcontractors.

Each BID must be accompanied by a BID BOND payable to the Owner for ten (10) percent of the total amount of the BID. No Bidder may withdraw his bid within ninety (90) days after the actual date of the opening thereof.

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

City of Dover, Delaware

By Peter Gregg
Contract and Procurement Manager
City of Dover

INVITATION TO BIDDERS

BID NUMBER: 17-0040PW

Sealed Bids, 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 19904 no later than **2:00 P.M. on Thursday July 6, 2017** for the general construction of the Lincoln Street Gravity Sewer Repair project, at which time the bids will be opened publicly and read aloud.

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 work under this project includes replacement of 26 linear feet of 10" asbestos containing sanitary sewer pipe with 26 linear feet of PVC SDR26 10" sanitary sewer pipe, removal and replacement of one (1) sanitary sewer lateral onto the 10" sanitary sewer main, bypass pumping, maintenance of traffic, and site restoration. It is anticipated that this project will be completed within thirty (30) calendar days.
- B. The Contractor shall and will furnish and deliver to the City all labor, materials and equipment to successfully complete the work of this Contract, of which all construction documents are a part, and which is generally described as the removal, and rehabilitation of existing sanitary sewer main, sediment and erosion control, traffic control, surface restoration and all other appurtenances and incidental items of the work complete and in place.
- C. The City of Dover (the City) invites written bids from qualified contractors that are interested in providing services, as outlined below.

III. SCOPE OF WORK

- A. The work to be done is covered in the Specifications titled Lincoln Street Gravity Sewer Repair.
- B. All implements, machinery, tools, maintenance of traffic (traffic control), erosion and sediment control, equipment, and material shall be provided by the contractor, including the labor necessary for the removal and replacement of the existing sanitary sewer line, removal and replacement of a service connection, and do everything necessary to make the work perfect, complete, neat and finished. The Contractor shall leave all the work to be done under this Contract in this condition at the time the work is finally inspected.

IV. STATEMENT OF QUALIFICATIONS (SOQ)

- A. All contractors submitting bids shall include the following: a current financial statement, an acceptable experience record, an acceptable equipment schedule and any other documents deemed necessary by the City of Dover. Below is a detailed list of the items that must be submitted to the City of Dover on the date of the bid opening.

1. Business 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.
2. A financial statement prepared by an independent certified public accountant or an independent public accountant holding a valid permit issued by an appropriate State licensing agency and shall have been so prepared as to reflect the financial status of the submitting company. This statement must be current and not more than one (1) year old. In the case that the bid date falls within the time that a new statement is being prepared, the previous statement shall be updated by proper verification.
3. Identify the personnel who will manage and supervise this project, as well as the staff responsible for jobsite safety, quality control and other specialties. Provide each person's title and project-specific responsibilities, and resume. Lack of detailed information on the resumes may result in a less favorable evaluation. Provide an organization chart diagram if necessary to clearly explain the lines of authority, duties & responsibilities.
4. The bidder shall provide documentation showing satisfactory performance as the prime contractor (General Contractor) responsible for the complete construction of five (5) similar projects within the past five (5) years. Projects considered "similar" are defined as those with two or more of the following characteristics:
 - Experience in construction of similar sized sanitary sewer main
 - Experience in construction of any sized sanitary sewer main
 - Experience with sanitary sewer main construction in the State of Delaware
 - Bidders past performance and experience working with proposed subcontractors
 - Contractor's understanding of the project's intent, goals and objectives
5. Documentation that the business is licensed, insured and authorized to do work in the State of Delaware and the City of Dover.
6. A minimum of three (3) references must be provided. Governmental references preferred. For each reference listed, the information provided should consist of the following:
 - (1) **Name and mailing address of the owner/business**
 - (2) **Name and telephone number of your contact person within said business**Provide a list of references the City may contact in order to assist in the evaluation of your past performance. Please limit these references to owners of projects that involved the construction of sanitary sewer main.
7. The City's plan is to complete the proposed work by August 2016. Provide documentation stating that your business has the available equipment, manpower resources and ability to meet the proposed schedule.
8. Provide documentation that shows that your business has a current safety plan and or policy in place and conducts periodic safety training.

9. Information on the nature and magnitude of any litigation or proceeding whereby, during the past three (3) years, a court or any administrative agency has ruled against the bidder in any matter related to the professional activities of the bidder. Similar information shall be provided for any current or pending litigation or proceeding.
10. A statement to the effect that the selection of the bidder shall not result in a conflict of interest with any other party which may be affected by the work to be undertaken. Should any potential or existing conflict be known by a bidder, said bidder must specify the party with which the conflict exists or might arise, the nature of the conflict, and whether or not the proposer would step aside or resign from the engagement or representation creating the conflict. (The City reserves the right to select more than one firm to perform the required services to avoid conflict of interest and other similar occurrences.)
11. Any additional information that you feel will be beneficial to the City in evaluating your qualifications to perform the proposed scope of work.

V. COMPENSATION

- A. The bid should clearly state the fee to be charged for the proposed work and should be provided on the attached Bid Form three (3) copies.

END OF SECTION ITB

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INSTRUCTIONS TO BIDDERS

I. BID SUBMISSION

A. All bids should be delivered to:

Peter Gregg
Contract and Procurement Manager
City of Dover Purchasing Office
710 William Street
Dover, Delaware 19904

B. Questions regarding scope of services or bid process:

1. To ensure fair consideration for all bidders, 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 bid. Such communications initiated by a bidder may be grounds for disqualifying the offending bidder from consideration for award of the bid and/or any future bid.
2. Any questions relative to interpretation of the scope of services or the bid process, shall be addressed as indicated below, in ample time before the period set for the receipt and opening of bids.
3. **Questions or comments should be directed in writing no later than June 22, 2017 to:**

Peter Gregg
Contract and Procurement Manager
City of Dover Purchasing Office
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 bid must be submitted in a sealed envelope on the outside of which shall be plainly marked "Sealed Bid: Lincoln Street Gravity Sewer Repair ITB Bid Opening July 6, 2017 2:00 P.M. Bid No.: 17-0040PW"**, together with the name, address, and license number, if applicable, of the company submitting the bid. Bids will be received until **2:00 P.M.** or hand delivered no later than **2:00 P.M. on July 6, 2017**, at which time they will be publicly opened in the **City of Dover Central Services Department, 710 William Street, Dover, Delaware 19904.**
- D. Bidders are fully responsible for the timely delivery of bids. Late bids 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 bidders 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 bids, with or without cause, to waive technicalities, or to accept the bid, 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 bidder if the successful bidder does not execute a contract within thirty (30) days after being notified of the award of the bid.
- B. The City reserves the right to request clarification of information submitted and to request additional information from one or more bidders. All costs associated with the presentation of the proposal and any supplemental information shall be borne solely by the bidder, and shall not be passed on to the City under any circumstances.
- C. Any bid may be withdrawn until the date and time stated above for the opening of the bids. Any bids 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 bids have been accepted by the Department, whichever occurs earlier.
- D. Any written agreement or contract resulting from the acceptance of a bid 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 bidder 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 Bidder shall be required to enter into a contract with the City of Dover which shall reflect the services requested in the Invitation to Bid, without delay upon notice of award of contract.

III. INSURANCE REQUIREMENTS

- A. Policies Required. At all times during the term of this Project Bid No. **17-0040PW**, the Contractor shall keep in force and affect all insurance policies as described below:
- 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.
 - 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.
 - 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.
 - 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.
 - 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.
 - 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.

- 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.

V. BID PROCESS SCHEDULE

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

Date	Event
Thursday June 8, 2017	Publicly Advertise ITB #17-0040PW.
Thursday June 22, 2017	Deadline for submitting questions
Thursday June 29, 2017	Addendum issued/answers to bidder questions published.
Thursday July 6, 2017	BID OPENING Deadline to submit final bids (Bid Opening). (3 original copies and 1 electronic copy, by 2:00 pm)
Friday July 14, 2017	City Completes Evaluation of Bids
Tuesday July 25, 2017	City Issues Notice of Award
Tuesday August 1, 2017	Notice to Proceed

END OF SECTION IB

INFORMATION FOR BIDDERS

Bids will be received by the City of Dover (herein called the "OWNER") at the City of Dover, City of Dover Central Services Department, 710 William Street, Dover, Delaware 19904, at the date and time stated in the Invitation to Bidders.

- A. Each bid must be submitted in a sealed envelope, addressed to the City of Dover, Attn: Mr. Peter Gregg, City of Dover Purchasing Office, 710 William Street, Dover, Delaware 19904. Each sealed envelope containing a BID must be plainly marked "Sealed Bid: **Lincoln Street Gravity Sewer Repair** ITB Bid Opening July 6, 2017 2:00 P.M. Bid No.: 17-0040PW" and the envelope should bear on the outside the name of the BIDDER, his address, his license number, if applicable, and the name of the project for which the BID is submitted. If forwarded by mail, the sealed envelope containing the BID must be enclosed in another envelope addressed to the OWNER at the City of Dover, 710 William Street, Dover, Delaware 19904.
- B. All BIDS must be made on the required Bid form. All blank spaces for bid prices must be filled in, in ink or typewritten, and the Bid form must be fully completed and executed when submitted. Three (3) hard copies and one digital copy of the Bid form are required.
- C. The OWNER may waive any informalities or minor defects or reject any and all bids. Any bid may be withdrawn prior to the above scheduled time for the opening of BIDS or authorized postponement thereof. Any proposal received after the time and date specified shall not be considered. No BIDDER may withdraw a proposal within ninety (90) days after the actual date of the opening thereof. Should there be reasons why the contract cannot be awarded within the specified period; the time may be extended by mutual agreement between the OWNER and the BIDDER.
- D. BIDDERS must satisfy themselves of the accuracy of the estimated quantities in the BID Schedule by examination of the site and review of the drawings and specifications including ADDENDA.
- E. Products or equipment of manufactures not named in the specifications may be bid as an "or equal" by using the Add/Deduct Items Section of the Bid Form and stating the name of the substitute manufacturer and the amount to be added to or deducted from the total bid. The evaluation of the bids will be based on using only the named manufacturers unless costs exceed available funds. BIDDER shall list manufacturers of major products and equipment in conformance with specified equipment.
- F. After bids have been submitted, the BIDDER shall not assert that there was a misunderstanding concerning the quantities of WORK or of the nature of the WORK to be done.
- G. The OWNER shall provide to BIDDERS prior to BIDDING, all information which is pertinent to, and delineates and describes, the land owned and rights-of-way acquired or to be acquired.

- H. The CONTRACT DOCUMENTS contain the provisions required for the construction of the PROJECT. Information obtained from an officer, agent, or employee of the OWNER or any other person shall not affect the risks or obligations assumed by the CONTRACTOR or relieve him from fulfilling any of the conditions of the contract.
- I. Each bid must be accompanied by a BID BOND payable to the OWNER in the amount of ten (10%) percent of the total amount of the BID. When the Agreement is executed the BID BONDS of the unsuccessful BIDDERS will be returned. A certified check may be used in lieu of a BID BOND.
- J. Attorneys-in-fact who sign BID BOND must file with a certified and effective dated copy of their power of attorney.
- K. The party to whom the contract is awarded will be required to execute the Agreement and obtain the PERFORMANCE BOND within ten (10) calendar days from the date when NOTICE OF AWARD is delivered to the BIDDER. The NOTICE OF AWARD shall be accompanied by the necessary Agreement and BOND forms. In case of failure of the BIDDER to execute the Agreement, the OWNER may at his option consider the BIDDER in default, in which case the BID BOND accompanying the proposal shall become the property of the OWNER.
- L. The OWNER shall, within ten (10) days of receipt of acceptable PERFORMANCE BOND, and Agreement signed by the party to whom the Agreement was awarded, sign the Agreement and return to such party an executed duplicate of the Agreement. Should the OWNER not execute the Agreement within such period, the BIDDER may by WRITTEN NOTICE withdraw his signed Agreement. Such notice of withdrawal shall be effective upon receipt of the notice by the OWNER.
- M. The NOTICE TO PROCEED shall be issued within ten (10) days of the execution of the Agreement by the OWNER. Should there be reasons why the NOTICE TO PROCEED cannot be issued within such period, the time may be extended by mutual agreement between the OWNER and the CONTRACTOR.
- N. The OWNER may take such investigations as he deems necessary to determine the ability of the BIDDER to perform the WORK, and the BIDDER shall furnish to the OWNER all such information and data for this purpose as the OWNER may request. The OWNER reserves the right to reject any and BID if the evidence submitted by, or investigation of, such BIDDER fails to satisfy the OWNER that such BIDDER is properly qualified to carry out the obligations of the Agreement and to complete the WORK contemplated therein.
- O. To demonstrate qualifications for performing the WORK identified within the CONTRACT DOCUMENTS, BIDDERS have been requested to submit written evidence of financial position, previous experience, current commitments, and license to perform work in the State of

Delaware as stated in the Invitation to Bidders. Failure to submit the requested information will be deemed sufficient to disqualify the BIDDER.

- P. A conditional or qualified BID will not be accepted. Award will be made to the lowest responsible BIDDER.
- Q. All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the PROJECT shall apply to the contract throughout.
- R. Each BIDDER is responsible for inspecting the site and for reading and being thoroughly familiar with the CONTRACT DOCUMENTS. The failure or omission of any BIDDER to do any of the foregoing shall in no way relieve any BIDDER from any obligation in respect to his BID.
- S. The low BIDDER shall supply the names and addresses of major material SUPPLIERS and SUBCONTRACTORS when requested to do so by the OWNER.
- T. The ENGINEER is City of Dover Department of Public Works, Attn: Kate Mills, E.I.T., 15 Lookerman Plaza, Dover, DE 19901, Phone: 302-736-7025.

END OF SECTION IFB

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LINCOLN STREET GRAVITY SEWER REPAIR

CITY OF DOVER, DELAWARE

BID FORM

Date: _____

Bid of _____ (hereinafter called "BIDDER"), 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 Bidders, the BIDDER hereby proposes to perform all WORK for the **Lincoln Street Gravity Sewer Repair**, Bid No. 17-0040PW, in strict accordance with the CONTRACT DOCUMENTS, within the time set forth therein, and at the prices stated below. The BIDDER has examined the Drawings and Specifications with related documents and the site of the proposed work, being familiar with all of the conditions surrounding the construction of the proposed project including materials and supplies, and to construct the project in accordance with the CONTRACT DOCUMENTS at the price stated below. The price is to cover all expenses incurred in performing the work required under the Contract Documents of which this Bid is a part.

The BIDDER declares that the attached Specifications and the Drawings therein referred to have been carefully examined and are understood. It is proposed and agreed if the Bid is accepted to contract with the City of Dover the required work in the manner set forth in the Specifications and shown by the Drawings.

*Corporation, Partnership, or Individual as applicable.

BIDDER hereby agrees to commence WORK under this contract on or before a date to be specified in the NOTICE TO PROCEED and to fully complete the PROJECT within sixty (60) calendar days thereafter. For each and every day that the Contractor is in default in completing the Contract, as defined in the General Conditions and the bid, he or she shall pay the Owner the sum of \$500 in liquidated damages.

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

_____	_____
_____	_____
_____	_____
_____	_____

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

BIDDER agrees to perform all the work described in the CONTRACT DOCUMENTS for the following lump sum:

_____ Dollars (\$_____).

Items to be included with Bid: _____ Completed Bid Form (3 paper copies and 1 electronic copy)
_____ Bidders Statement of Qualifications
_____ Bid Bond (10% of the total amount of the BID)

The bidder agrees that this bid shall be good and may not be withdrawn for a period of 90 calendar days after the scheduled closing time for receiving bids. Upon receipt of written notice of the acceptance of this bid, bidder 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 Bid.

Respectfully submitted:

_____ Signature	_____ Company Name
_____ Title	_____ Address
_____ Date	_____
_____ License Number (if applicable) Telephone No.	

SEAL – (If BID is by a corporation)

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

_____	_____
_____	_____
_____	_____

**LINCOLN STREET GRAVITY SEWER REPAIR BID NO.: 17-0040PW
CITY OF DOVER, DELAWARE**

BID FORM

BIDDER agrees to perform the work described in the CONTRACT DOCUMENTS for the following prices:

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	Mobilization/Demobilization of Site	1	LS		
2	Sediment and Erosion Control-Inlet Protection Type-2	1	EA		
3	Maintenance of Traffic (MOT)	1	LS		
4	Bypass Pumping	1	LS		
5	Removal of 10" asbestos containing sanitary sewer main	26	LF		
6	Installation of 10" PVC SDR26 sanitary sewer pipe	26	LF		
7	Removal and replacement of sanitary sewer lateral with 6" PVC SDR 26 sanitary sewer lateral (including cleanout to main- See Exhibit 2).	1	EA		
8	Site and Pavement Restoration	1	LS		
Sub Total:					

CONTINGENT ITEMS:

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
9	Overexcavation	20	CY		
10	Undercut excavation/stone ballast	30	CY		
11	Rock excavation	10	CY		
Sub Total:					

TOTAL AMOUNT FOR BID ITEMS 1 THRU 13 \$ _____

Name of bidder: _____
(Individual, Firm, or Corporation)

Point of contact: _____
(Printed name of individual whose signature appears below)

Signature of bidder: _____

Business Address: _____

Telephone number: _____

Fax number: _____

Email Address: _____

Date of bid: _____

Local Vendor Preference (Circle one): **Rule 1** **Rule 2** **Rule 3** **None**

Minority Vendor Preference (Circle one): **Yes** **No**

END OF SECTION BF

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the Undersigned

_____ as

Principal, and _____ as Surety, are

Hereby held and firmly bound unto the City of Dover, as OWNER, the penal sum of

_____ (\$_____)

for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves,

successors and assigns. Signed, this _____ day of _____ 201_.

The Condition of the above obligation is such that whereas the Principal has submitted to the City of Dover a certain BID, attached hereto and hereby made a part hereof to enter into a contract in writing, for the Installation of the **Lincoln Street Gravity Sewer Repair, Bid No.: 17-0040PW**.

NOW, THEREFORE,

- a) If said BID shall be rejected, or
- b) If said BID shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attachment hereto (properly completed in accordance with said BID) and shall furnish a BOND for faithful performance of said contract, and for the payment of all persons performing labor and furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which the owner may accept such BID; and said Surety does hereby waive notice of any extension.

In WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above. Surety executing Bonds shall be a licensed agent in the State of Delaware.

_____(L.S.)

Principal

Surety

By: _____

IMPORTANT – Surety companies executing BONDS must appear on the Treasury Department’s most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

END OF SECTION BB

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made as of the ____ day of _____ in the year 201__, between The City of Dover, a Delaware Municipal Corporation, whose address is 15 East Loockerman Plaza, Dover, Delaware 19901 (hereinafter referred to as the CITY), and _____ (COMPANY NAME), 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 for **Lincoln Street Gravity Sewer Repair, Bid No.: 17-0040PW**.

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 of Dover 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 of Dover 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 Contractor, or Contractors 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 City of Dover that was necessitated by Contractors failure, or the failure of Contractors officers, directors, employees, agents, or sub-contractors, to perform work, or maintain City of Dover 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 Contractor, or Contractors officers, directors, employees, agents, and sub-contractors, pursuant to this Agreement;

3. PROCEDURE FOR INDEMNIFICATION

- a. City of Dover shall give notice promptly to 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 City of Dover, the notice shall be given to Contractor by City of Dover no later than ten (10) calendar days after written notice of the action, suit or proceeding was received by City of Dover.
- b. Failure to timely give the required notice will not relieve the Contractor from its obligation to indemnify the City of Dover unless the City of Dover is materially prejudiced by such failure.
- c. The City of Dover 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 of Dover. If the City of Dover 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 of Dover with respect to the claim.
- d. If the City of Dover assumes the defense of a third-party claim as described above, then in no event will the City of Dover admit any liability with respect to, or settle, compromise or discharge, any third party claim without the Contractors prior written consent, and the Contractor will agree to any settlement, compromise or discharge of any third-party claim which the City of Dover may recommend which releases the City of Dover 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 Utility of any applicable State limits on municipal liability.
- f. Disclaimer. The City of Dover makes no express or implied warranties with regard to its structures, fixtures, materials, or other equipment, all of which are hereby disclaimed. The City of Dover makes no other express or implied warranties, except to the extent expressly set forth in this Agreement. The City of Dover 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 Utility, 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 Contractors employees, servants, agents, contractors or subcontractors, and accepts as its duty and sole responsibility to notify and inform Contractors 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 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, 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.
- 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 of Dover's exposure to risk.

- h. 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.

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 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 Bid submitted by the

Contractor on _____, 201__, and accepted by the City. The Contractor shall submit an invoice on or about the 15th of each month in which the Contract is in effect for the work completed and verified to date. The City shall pay the Contractor's invoice, less 10% retainage, within thirty (30) days of receipt. The application for payment shall include a description and verification of work completed by the Contractor. All requests for payment shall be submitted on the AIA Document G702 (Application Certificate for Payment) and be accompanied by supporting documentation which will include the

percent complete on the bid items identified in the Bid Form. Dates of testing and start-up should be provided to the City as 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 services to be rendered by the CONTRACTOR within the Scope of Work within the Invitation to Bidders section of the **Invitation to Bid** shall be completed within sixty (60) calendar days from the date of the Notice to Proceed. 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 Paul Thompson, Construction Manager, Public Works Department, Phone No.: 302-736-7029.

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: _____

END OF SECTION A

NOTICE OF AWARD

TO: _____

PROJECT Description: Wastewater Utility Construction for the **Lincoln Street Gravity Sewer Repair Bid No.: 17-0040PW.**

The OWNER has considered the BID submitted by you for the above described WORK in response to its Invitation to Bidders and Information for Bidders.

You are hereby notified that your base BID has been accepted for the amount of:
_____ (\$ _____).

You are required by the Information for Bidders to execute the Agreement and furnish the required CONTRACTOR'S Performance BOND, Payment BOND and certificates of insurance within ten (10) calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said BONDS within ten (10) days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of you BID as abandoned and as a forfeiture of your BID BOND. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this _____ day of _____ 201__.

The City of Dover, Owner

Signature: _____

Printed: _____

Title: _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged

Firm Name: _____

this the _____ day of _____, 2016

Signature: _____ Printed: _____

Title: _____

END OF SECTION NOA

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NOTICE TO PROCEED

TO: _____

Date: _____

Project: **Lincoln Street Gravity Sewer Repair, Bid
No. 17-0040PW**

You are hereby notified to commence WORK in accordance with the Agreement dated _____
_____, 201_ on or before _____, 201_ and you are to complete the WORK
within 60 consecutive calendar days thereafter. The date of completion of all work is therefore
anticipated by _____, 201_.

The City of Dover
Owner

By: _____

Title: _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged

by _____

this the _____ day of _____, 201_

By: _____ Title: _____

Employer Identification Number: _____

END OF SECTION NTP

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**LINCOLN STREET GRAVITY SEWER REPAIR
BID NO. 17-0040PW
GENERAL REQUIREMENTS
01 00 00**

1.01 SUMMARY

- A. Section Includes:
 - 1. Project Information.
 - 2. Work Covered by Contract Documents.
 - 3. Assess to Site.
 - 4. Work Restrictions.
 - 5. Design Intent.
 - 6. Quality Control/Assurance.
 - 7. Warranties and Bonds.

1.02 PROJECT INFORMATION

- A. Project Identification: Lincoln Street Gravity Sewer Repair (Exhibit 1)
 - 1. Project Location: 883 Lincoln Street, between Reese Street and Gibbs Drive, Dover Delaware.
 - 2. Site visit prior to submitting quote is preferred. Please contact 302.736.7025 for coordination.
 - 3. **This project includes the removing of asbestos containing (AC) pipe. See Part 1.07 for further instruction.**
- B. Owner: City of Dover
 - 1. Owner's Representative: Kate Mills, E.I.T., Civil Engineer I.
- C. Contract Duration: 30 Days

1.03 WORK COVERED BY CONTRACT DOCUMENTS

- A. The work of this Project consists of the following:
 - 1. Mobilization/Demobilization of the site.
 - a. This line item shall include the Contractor applying for and receiving a well pointing permit from the Delaware Department of Natural Resources and Environmental Control (DNREC), and any and all costs associated with the application and dewatering practices.
 - **At the beginning of the dewatering project and midway through the dewatering project, samples for VOCS (EPA Method 8260) shall be collected to verify contaminated soils are not present.**
 - 2. Sediment and Erosion Control
 - a. Any sediment leaving the site is the responsibility of the Contractor to control.
 - 3. Maintenance of Traffic.
 - a. Temporary traffic control plan shall be provided to the Department of Public Works (DPW) for approval.



4. Bypass pumping
 - a. Stand-By pumps shall be provided for 100% backup should initial pumps fail. Bypass pumping plan shall be submitted and approved by the DPW.
5. Removal of existing 10" AC sanitary sewer main.
 - a. Main is approximately 13.5 feet deep.
6. Installation of 10" PVC SDR26 sanitary sewer pipe.
 - a. The slope of the new main shall be a minimum of .0028 feet/foot, unless modified per Owner's recommendation.
7. Removal and Replacement of sanitary sewer lateral on 10" sanitary sewer
 - a. Saddle shall be used at connection to 10" main.
8. Cleaning and video inspection of 10" inch sanitary sewer line.
 - a. Shall include an inclination survey.
9. Removal of bypass pumping equipment.
10. Site and Pavement restoration. Including, but not limited to:
 - a. Restoration of all disturbed vegetative areas
 - Seed mix
 - Protective mulch
 - b. Crusher Run, Select Backfill and cold patch to grade
11. All other work of all type or description necessary for completion of the project, whether or not specifically described in the contract documents.

1.05 CLOSE-OUT PROCEDURE

- A. The Owner shall make a final inspection of the entire work, witness and approved the satisfactory operation of the entire work, witness and approve the satisfactory operation of all equipment, and, upon completion of all repairs or renewals which may appear at that time to be necessary in the judgment of the Owner, and shall certify in writing as to the final acceptance of the entire project. The Owner shall pay, or cause to be paid, to the said Contractor, under the contract, except such sums as may have been expended by the Owner under the provisions of the contract documents and less any other deductions the Owner may be otherwise entitled to make.
- B. The last mentioned final acceptance issued by the Owner shall be deemed and accepted by all of the parties thereto as evidencing the final completion and acceptance of the entire project. The payment made by the Owner to the Contractor pursuant to the issuance of said certificate of final completion and acceptance shall be deemed to be and accepted by all of the parties hereto as the final payment to be made by the Owner to the Contractor; all prior certificates or estimates upon which payments may have been made being partial estimates and subject to correction in said final payment. Prior to final payment, the Contractor shall furnish a complete release of liens from individually executed by All Subcontractors and materials Suppliers.
- C. The close-out of this project shall be contingent on a satisfactory sanitary sewer video survey performed by City staff.

1.06 ACCESS TO SITE



- A. Use of Site: Do not disturb portions of Project site beyond areas in which the Work is indicated.
- B. Cooperate with Owner during construction operations to minimize conflicts and maintain wastewater flow during construction activity. Perform the Work so as not to interfere with Owner's operations.
 - 1. Provide not less than 72 hours' notice to Owner of activities that will affect continuous wastewater flow.

1.07 WORK RESTRICTIONS

- A. Work Restrictions, General: Comply with restrictions on construction operations.
 - 1. Comply with limitations on use of public streets and with other requirements of authorities having jurisdiction.
 - 2. Immediately following utility installation, the trench shall be backfilled, compacted and stabilized at the end of each shift. Steel plates shall not be permitted between October 31 and April 15. No more trench shall be opened than can be completed in the same day.
- B. Asbestos Containing Pipe:
 - 1. The Contractor shall notify the Delaware Solid Waste Authority (DSWA) ten (10) days before beginning project. Only workers with current asbestos licenses in Delaware shall handle the AC pipe. Contractor shall comply with all Delaware Department of Natural Resources and Environmental Control (DNREC) regulations.
- C. Contaminated Soils
 - 1. If the Contractor encounters contaminated soils, they shall contact the City immediately and stop work.
- D. On-Site Work Hours:
 - 1. Contractor shall limit work to **7:00AM to 3:30PM**, Monday through Friday, unless otherwise indicated.
 - 2. Any construction activity outside of these hours shall be requested to the Owner two days in advance.
- E. Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after providing temporary utility services according to requirements indicated:
 - 1. Notify Owner not less than three days in advance of proposed utility interruptions.
 - 2. Obtain Owner's written permission before proceeding with utility interruptions.
- F. Noise, Vibration, and Odors: Coordinate operations that may result in high levels of noise and vibration, odors, or other disruption to Owner occupancy with Owner.
 - 1. Notify Owner not less than two days in advance of proposed disruptive operations.
 - 2. Obtain Owner's written permission before proceeding with disruptive operations.



1.08 DESIGN INTENT

- A. The Work shall be completed in a manner that accomplishes the following key objectives:
 - 1. Minimize interruption of the sewer flow, water service, and protect existing utilities.
 - 2. Provide a completed project. Any work or materials required to provide a completed project but not specifically referenced shall be considered incidental to the work.

1.09 QUALITY CONTROL/ASSURANCE

- A. Monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship to produce Work of the specified quality.
- B. Comply fully with manufacturers' instructions, including each step in sequence.
- C. Should manufacturers' instructions conflict with the Contract Documents, request clarification from the Engineer before proceeding.
- D. Comply with specified standards as a minimum quality for the Work except where more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
- E. Perform the Work by persons qualified to produce workmanship of the specified quality.
- F. Perform quality control/quality assurance inspection and testing of the materials and construction.

1.10 WARRANTIES AND BONDS

- A. Obtain warranties executed in duplicate by responsible Subcontractors, suppliers, and manufacturers, within ten (10) days after completion of the applicable item of Work. Except for items put into use with the Owner's permission, leave date of beginning of time of warranty until the Date of Substantial Completion is determined.

1.11 STORMWATER EROSION AND SEDIMENT CONTROL

- A. All sediment, debris, and soil stockpiles shall be contained on site. No excavated material shall enter into the stormwater system for the duration of the construction project.
- B. Type 2 Inlet Protection shall be installed before work under this project begins. Inlet protection shall be properly cleaned and maintained for the duration of the project, and shall be removed once project is complete.
- C. All disturbed areas shall be re-stabilized at the end of work hours each day and/or night.

END OF SECTION



Exhibit 1

883 Lincoln Street Sanitary Sewer Layout



Exhibit 2

WW-2 Residential Sewer Lateral Greater than 8 Feet

WW-14 Cast Iron Saddle for 6 inch Building Sewer Connection

WW-15 Trench Pavement Width

SECTION 01 22 00

UNIT PRICES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for unit prices.

1.3 DEFINITIONS

- A. Unit price is an amount incorporated in the Agreement, applicable during the duration of the Work as a price per unit of measurement for materials, equipment, or services, or a portion of the Work, added to or deducted from the Contract Sum by appropriate modification, if the scope of Work or estimated quantities of Work required by the Contract Documents are increased or decreased.

1.4 PROCEDURES

- A. Unit prices include all necessary material, plus cost for delivery, installation, insurance, applicable taxes, overhead, and profit.
- B. Measurement and Payment: See individual Specification Sections for work that requires establishment of unit prices. Methods of measurement and payment for unit prices are specified in those Sections.
- C. Owner reserves the right to reject Contractor's measurement of work-in-place that involves use of established unit prices and to have this work measured, at Owner's expense, by an independent surveyor acceptable to Contractor.
- D. List of Unit Prices: A schedule of unit prices is included in Part 3. Specification Sections referenced in the schedule contain requirements for materials described under each unit price.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 PROJECT BREAKDOWN

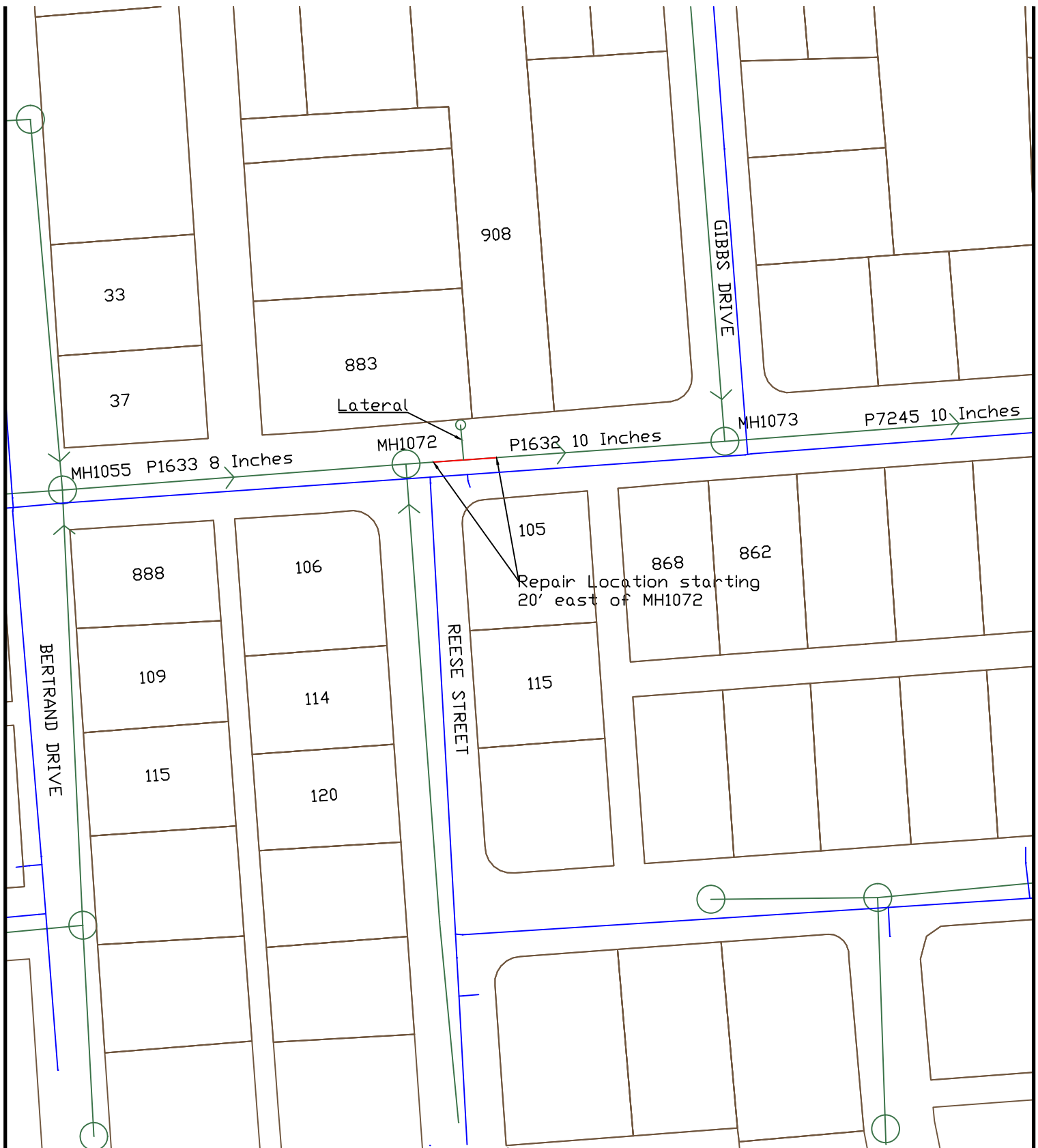
A. Schedule of Unit Prices

1. Mobilization/Demobilization
 - a. Description: Staging, site preparation, movement of equipment. Well pointing permit application, dewatering practices and required sampling (refer to General Requirements Part 1.03.A for more information) are also included in this line item.
 - b. Unit of Measure: Lump Sum
2. Sediment and Erosion Control-Inlet Protection Type 2
 - a. Description: Furnish, install, and maintain Inlet protection conforming with the Delaware Erosion and Sediment Control Handbook Detail No. DE-ESC-3.1.5.2
 - b. Unit of Measure: Each
3. Maintenance of Traffic
 - a. Description: Furnish, supply, setup and maintenance of traffic control activity, which may include but not limited to, flagging and signage in accordance with DelDOT standards.
 - b. Unit of Measure: Lump Sum
4. Bypass Sanitary Sewer Flow
 - a. Description: Furnish, setup, monitoring, and maintenance of bypass flow operations including pumps, piping, and valves necessary for fail-safe operation.
 - b. Unit of Measure: Lump Sum
5. Removal of 10" AC Sanitary Sewer Main
 - a. Description: Complete removal of main including excavation, shoring, dewatering, pipe bedding, backfill and compaction, and trench restoration. Shall include all asbestos fees, including but not limited to disposal fees, sub-contractor fees, and associated materials for asbestos disposal.
 - b. Unit of Measure: Linear feet
6. Installation of new 10" PVC SDR 26 sanitary sewer main
 - a. Description: Complete installation of main including excavation, shoring, dewatering, pipe bedding, backfill and compaction, and trench restoration. See WW-15 Trench Pavement Width in General Conditions Section for trench restoration details, excluding the asphalt installation, which shall be substituted with cold patch. This bid item may include the complete replacement of excavated soil.
 - b. Unit of Measure: Linear feet
7. Removal and Replacement of Sanitary Sewer Laterals
 - a. Description: Complete removal and disposal of existing sanitary sewer laterals. Replace with 6" diameter PVC SDR 26 from cleanout to 10" sanitary sewer main. See Exhibit 2 for City of Dover Detail. Includes cleanout.
 - b. Unit of Measure: Each

8. Site and Pavement Restoration
 - a. Description: Furnish and place seed mix and protective mulch for disturbed and restored vegetative areas. Furnish aggregate and bituminous materials and construct pavement and sidewalk restoration for excavated areas using cold patch, including milling, excavation, backfill and compaction to meet existing grade.
 - b. Unit of Measure: Lump Sum
9. Overexcavation
 - a. Description: Any overexcavation including but not limited to labor, tools, needed to properly dispose of any extra excavation to complete the project in conformance with these Specifications, General Conditions, the City of Dover Water/Wastewater Handbook, and any applicable laws and regulations.
 - b. Unit of Measure: Cubic Yard
10. Undercut Excavation/ Stone Ballast
 - a. Description: Will be measured and paid one time (for both excavation and backfill) for each volume. This line item includes all preparation excavation and removal of unsuitable material and provide stone ballast backfill; for correcting unstable subgrade; and for furnishing all labor, tools, geotextile fabric, equipment, and incidentals required to complete the work in conformance with these Specifications, General Conditions, the City of Dover Water/Wastewater Handbook, and any applicable laws and regulations. Geotextile fabric shall be used to wrap the stone ballast and shall be included in the unit bid price. It is the Contractor's responsibility to inform the inspector when unsuitable material is encountered. Measurement will only be under the pipe bedding elevation.
 - b. Unit of Measure: Cubic Yard
11. Rock Excavation
 - a. Description: Shall include all equipment, labor, tools, materials, items necessary for removal and disposal including but not limited to drilling rock, excavation, hauling material to an approved disposal site, and incidentals necessary for the completion of this item in conformance with these Specifications, General Conditions, the City of Dover Water/Wastewater Handbook, and any applicable laws and regulations.
 - b. Unit of Measure: Cubic Yard

END OF SECTION

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City of **DPW** Dover



LINCOLN STREET GRAVITY SEWER REPAIR

DEPARTMENT OF PUBLIC WORKS

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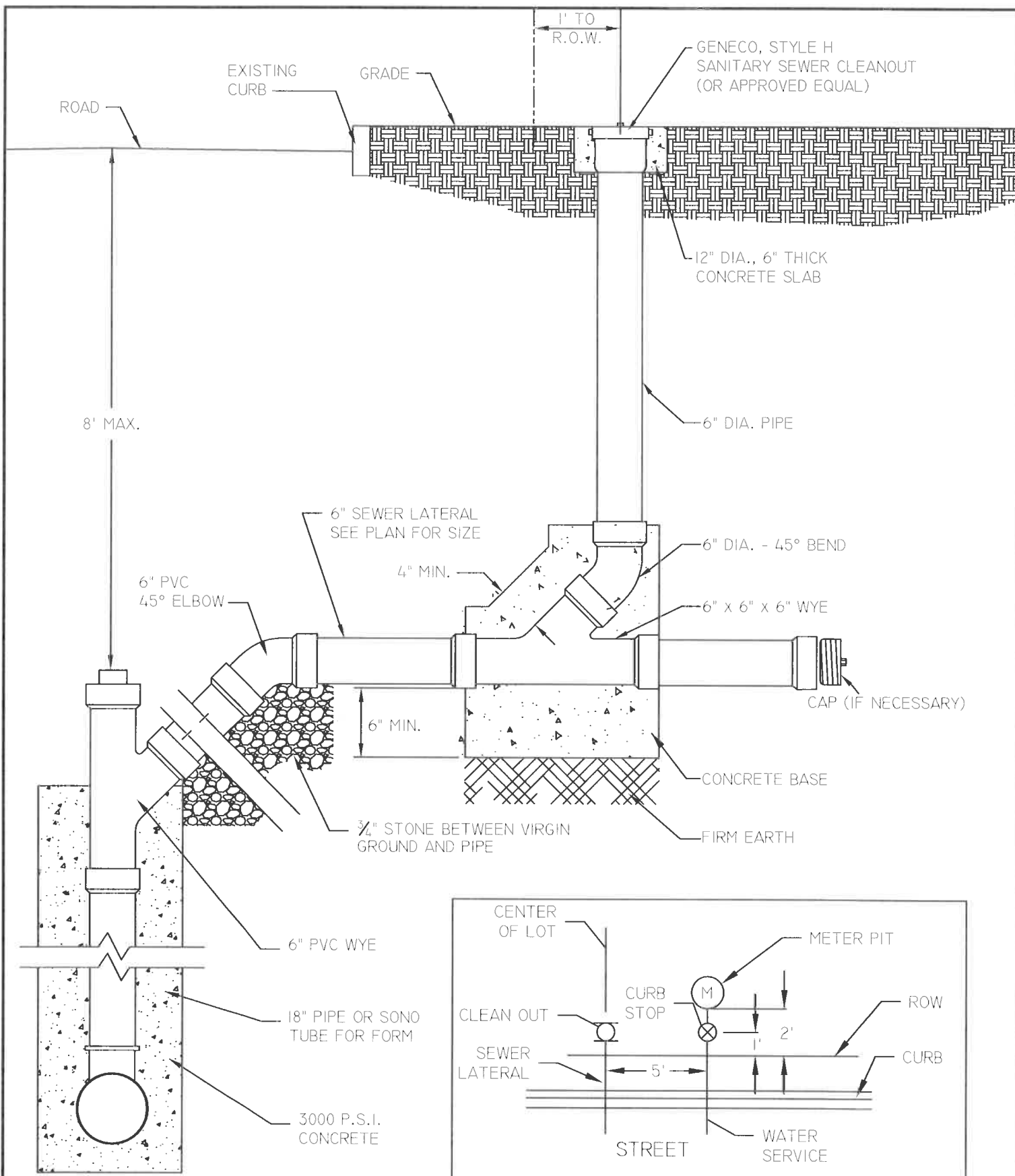
DATE: 4/7/2017 ---

CKD: ---

SCALE: 1"=95'

APRVD: ---

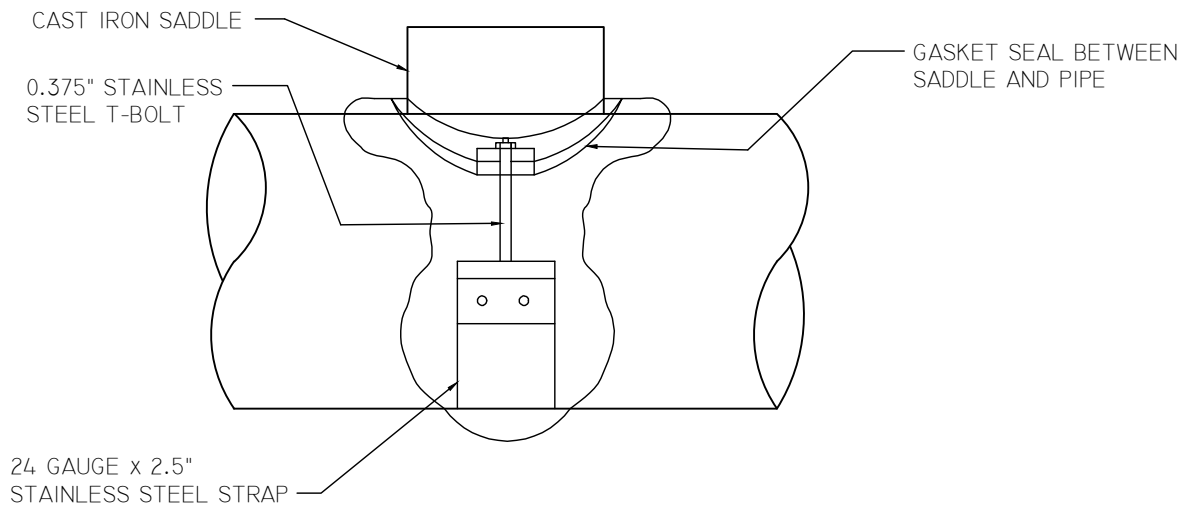
DWG. NO: EXHIBIT 1



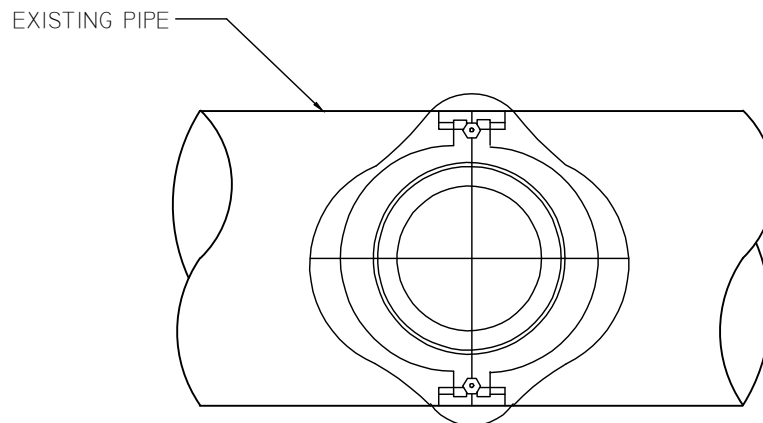
RESIDENTIAL DEEP SEWER LATERAL DEPTH GREATER THAN 8'

DEPARTMENT OF PUBLIC UTILITIES

DRAWN: JAL	DATE: 01.05.09
CKD: REM/RJH	SCALE: NTS
APRVD: SJD	DWG. NO: WW-2



ELEVATION

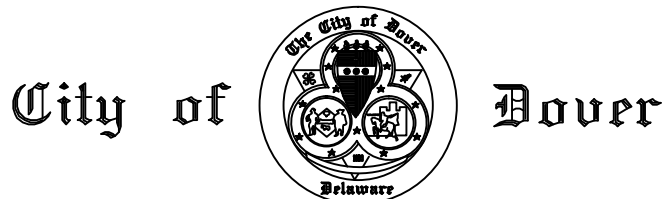


PLAN

NOTES:

1. CAST IRON SADDLE TO BE MADE BY THE GENERAL ENGINEERING COMPANY OR APPROVED EQUAL. SADDLE SUPPLIED WITH ASTM D-1869 RUBBER O-RING CEMENTED IN PLACE.
2. SADDLE SUPPLIED WITH AN ASTM D-1869 OR EQUAL RUBBER O-RING GASKET CEMENTED IN PLACE.

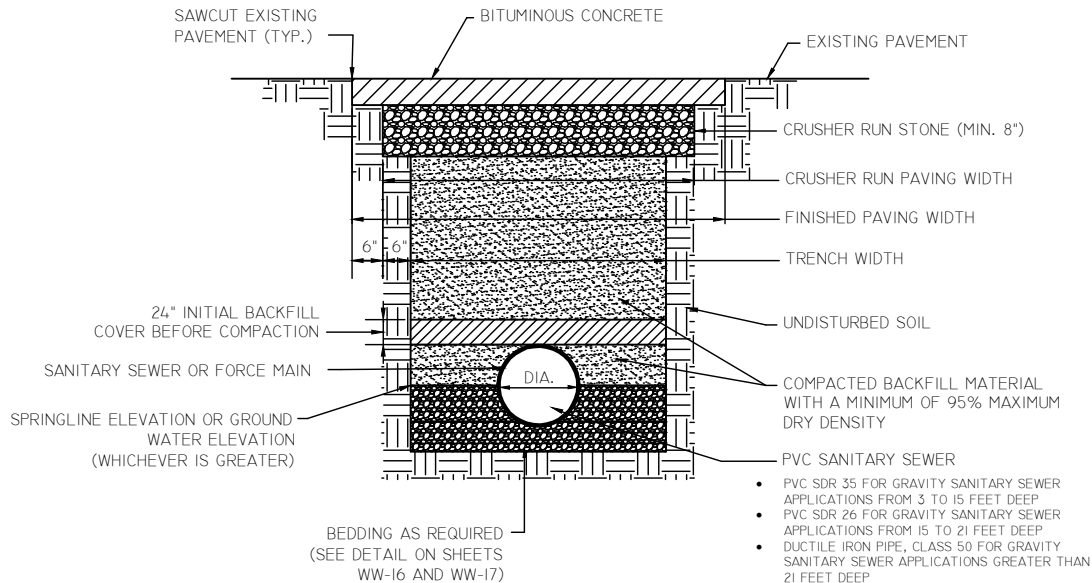
ORIGINAL DETAIL PROVIDED BY
KENT COUNTY DEPARTMENT OF
PUBLIC WORKS



CAST IRON SADDLE FOR 6"
BUILDING SEWER CONNECTION

DEPARTMENT OF PUBLIC UTILITIES

DRAWN: JAL	DATE: 03.03.09
CKD: REM/RJH	SCALE: NTS
APRVD: SJD	DWG. NO: WW-14



NOTES:

1. WHEN BOTTOM OF TRENCH IS IN ROCK, UNDERCUT 6" BELOW BOTTOM OF BARREL AND REPLACE WITH TAMPED SUITABLE MATERIAL.
2. FOR TRENCHES REQUIRING SHORING AND BRACING, ALL WIDTHS SHALL BE INCREASED BY 2 FT.
3. WHEN THE GEOTECHNICAL REPORT INDICATES A HIGH WATER TABLE OR SEASONAL CONDITIONS WARRANT, WELL POINTS SHALL BE INSTALLED TO MAINTAIN REQUIRED TRENCH WIDTHS AND SUITABLE BEDDING.
4. THE ENTIRE THICKNESS AND VERTICAL EDGE OF CUT SHALL BE TACKED.
5. THE SAME DEPTH OF PAVEMENT MATERIAL WHICH EXISTS SHALL BE REINSTALLED, BUT IN NO CASE SHALL THE ASPHALT PAVEMENT BE LESS THAN 2" THICK.
6. THE ASPHALT PAVEMENT MATERIAL SHALL BE INSTALLED AND COMPACTED THOROUGHLY TO ACHIEVE A SMOOTH LEVEL PATCH.
7. ALL MAXIMUM DRY DENSITY REQUIREMENTS ARE BASED ON STANDARD PROCTOR IN UNPAVED AREAS AND MODIFIED PROCTOR IN PAVED AREAS.
8. ONLY APPLY COMPACTED EFFORT OVER PIPE AFTER 24" INITIAL COVER REQUIREMENT IS MET.
9. LIFTS TO BE A MINIMUM OF 8", MAXIMUM OF 12", EXCEPT FOR FIRST LIFT OF COVER OVER PIPE.

PIPE DIAMETER	MINIMUM TRENCH WIDTH	CRUSHER RUN PAVING WIDTH	FINISHED PAVING WIDTH
6"	36"	48"	60"
8"	36"	48"	60"
10"	36"	48"	60"
12"	36"	48"	60"
15"	36"	48"	60"
18"	42"	54"	66"
21"	42"	54"	66"
24"	48"	60"	72"
27"	60"	72"	84"
30"	60"	72"	84"
33"	66"	78"	90"
36"	66"	78"	90"
42"	78"	90"	102"
48"	84"	96"	108"
54"	96"	108"	120"
60"	102"	114"	126"
66"	108"	120"	132"
72"	120"	132"	144"
78"	132"	144"	156"
84"	138"	150"	162"
90"	144"	156"	168"
102"	156"	168"	180"
108"	168"	180"	192"

ORIGINAL DETAIL PROVIDED BY
KENT COUNTY DEPARTMENT OF
PUBLIC WORKS

City of



Dover

TRENCH PAVEMENT WIDTH

DEPARTMENT OF PUBLIC UTILITIES

DRAWN: JAL	DATE: 03.03.09
CKD: REM/RJH	SCALE: NTS
APRVD: SJD	DWG. NO: WW-15