

March 6, 2024

To Whom It May Concern:

The City of Dover will receive sealed bids on April 17, 2024, at 2:00 PM local time for the purpose of contracting for **SILVER LAKE DAM REPAIRS FOR THE CITY OF DOVER, BID NUMBER 24-0030WW**. The bid must be submitted with one (1) paper copy and one (1) electronic copy on either a CD/DVD or flash drive in a sealed envelope to: City of Dover Procurement Office, 710 William Street, Dover, DE 19904. **All vendors must complete the Intent to Bid notice and send it via email to doverwhse@dover.de.us or by fax to (302) 736-7178 if they intend to submit a bid. Any vendor not returning the form may not receive published addenda.**

An optional pre-bid meeting will be held on March 20, 2024, at 10:00 AM. The meeting will be at the JW Pitts Center located at 10 Electric Avenue, Dover, DE 19904.

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

LATE SUBMISSIONS:

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 submitter to ensure that the bid is received prior to the closing date and time.

QUESTIONS:

If you have questions concerning this Intent to Bid, they must be made in writing and emailed to me at doverwhse@dover.de.us. **All questions must be submitted no later than March 27, 2024.** All questions will be compiled and answered in the form of an addendum and will be emailed to all prospective bidders who return the attached ITB notice and will be posted on the City of Dover web site, <https://www.cityofdover.com/bid-procurement>. All changes or corrections to this Intent to Bid will be handled by addenda issued by the Purchasing Office. The receipt of all addenda must be acknowledged in the bid submission.

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

Bids will be opened publicly at the time and place designated in this letter. All bids will be opened in the presence of the Procurement Manager or his/her designee. 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 and summaries shall not be open for public inspection until after receipt of a fully executed contract.

Public employees and elected officials must discharge their duties impartially so as to assure competitive access to governmental procurement by responsible contractors. Moreover, they should conduct themselves in such a manner as to foster public confidence in the integrity of City procurement. Dover Code Article II Section 30 (Appendix A of this policy), establishes standards of ethical conduct among public officials and employees. Vendors participating in the City procurement will be disqualified from the procurement if the employee, official or vendor is found to be in violation of the City's ethical standards and a referral of the matter will be presented to the Ethics Commission.

Please reference the City of Dover Purchasing Policy if you have any questions at:

<https://www.cityofdover.com/media/Purchasing/Policy/Purchasing%20Policy%20Final%2005-23-2022.pdf>.

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

All vendors must completely fill out, sign, date, and return the attached "Consent for Disclosure Under the Freedom of Information Act (FOIA)" form with their submission. Failure to return the completed form will be deemed consent to the disclosure of all information included in the submission after the receipt of a signed contract or issuance of a purchase order. **Any and all proprietary information contained within the bid must be isolated and clearly marked.** The cover must indicate that the bid contains such information.

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

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 the bidder's ability to perform the contract requirements, the quality of work, and the ability to meet obligations.

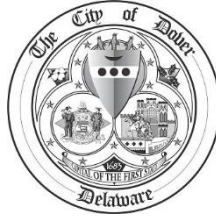
ENVELOPES MUST BE MARKED "for SILVER LAKE DAM REPAIRS FOR THE CITY OF DOVER, BID NUMBER 24-0030WW." No faxed or emailed bids will be accepted.

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.

Sincerely,

Barry Wolfgang
Contract and Procurement Manager
City of Dover
(302) 736-7795
www.cityofdover.com

City of



Dover

INTENT TO BID NOTICE

ITB Number: 24-0030WW ITB Opening: April 17, 2024 at 2:00 P.M.

Description: Silver Lake Dam Repairs

If you are interested in the Intent to Bid described above, you can download it 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 Intent to Bid, 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 Procurement Manager
E-mail: doverwhse@dover.de.us

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

Company: _____	Vendor Response /Request
Address _____	No submission at this time, please retain on vendor list

_____	Please send complete bid package
Contact: _____	I will download the bid package
Phone _____	I intend to submit
Email _____	I do not intend to submit



**CONSENT FOR DISCLOSURE UNDER
THE FREEDOM OF INFORMATION ACT (FOIA)**

REQUESTS FOR PROPOSAL AND INVITATIONS TO BID

From time to time, the City of Dover receives requests under the Freedom of Information Act (FOIA) for information submitted in response to Requests for Proposals and Invitations to Bid. This information shall be provided to those who request it under FOIA; however, in accordance with 29 **Del. C.** §10002(1)(2), trade secrets and commercial or financial information obtained from a person which is of a privileged or confidential nature are not deemed public records.

Please indicate your preference regarding the disclosure, under FOIA, of the information that you are submitting by checking the appropriate box and providing the information below. Please note that prior to issue of a purchase order or full execution of a contract, only the names of vendor(s) and bid tabulations will be released for Invitations to Bid, and only the names of vendor(s) and information deemed necessary for City Council to make an informed decision on award approval will be released for Requests for Proposals.

- ☐ I consent to the disclosure of all information included in this submission.
- ☐ This submission includes trade secrets and commercial or financial information which is of a privileged or confidential nature that is exempt from disclosure under 29 **Del. C.** §10002(1)(2). In accordance with 29 **Del. C.** §6923(j)(4) and §6924(j)(3), I have isolated and identified in writing the confidential portions of the submitted proposal/bid and attached a statement that explains and supports my claim that the proposal/bid items identified as confidential contain trade secrets or other proprietary data and I am prepared to defend against disclosure. I understand that any items not so identified are subject to disclosure.

Name: _____

Signature: _____ Date: _____

Title/Position: _____

Company Name: _____

Email Address: _____ Telephone: _____

Mailing Address: _____

RFP/Bid No. _____

For additional information, please contact: City of Dover - City Clerk's Office
P.O. Box 475
Dover, DE 19903
cityclerk@dover.de.us
Phone (302) 736-7008; FAX: (302) 736-5068

Please note that this form is a public record and will be provided to those who request information regarding Requests for Proposals and Invitations to Bid under FOIA.

CITY OF DOVER, DELAWARE

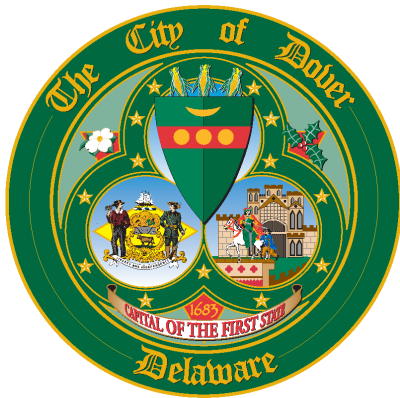
INVITATION TO BID

FOR

SILVER LAKE DAM REPAIRS

BID NUMBER

24-0030WW



March 2024

Issued By:

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

Prepared By:

**City of Dover
Department of Water & Wastewater
5 E. Reed St.
Dover, DE 19901
(302) 736-7025**

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APPENDIX A

Dam Components

APPENDIX B

Safety Inspection photos

SECTION AFB

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 **Wednesday, April 17, 2024**. Bids will then be publicly opened and read aloud immediately thereafter for the following:

**Silver Lake Dam Repairs
Bid No.: 24-0030WW
Contract Duration: 30 Calendar Days**

The City of Dover requests bids from qualified, Delaware licensed contractors, to provide the recommended repairs to the Silver Lake Dam as outlined in the "Silver Lake Dam Safety Inspection Report" prepared by Remington & Vernick Engineers (RVE), dated August 11, 2023. The repairs are to include the following: repairs to boat ramp, repairing spalls, cracks, pop outs, scaling and delamination in concrete wingwalls, repairs to fence extensions and railings, investigating source of leaking water and condition of concrete wingwall to determine appropriate repair, repairing leaks and welds on the fish ladder, repairing spalls, cracks and joint material delamination on the pedestrian walkway and repair opening between trash rack panels on the outlet works. All requirements are described in the bid documents entitled, **Silver Lake Dam Repairs, Invitation to Bid, Bid No.: 24-0030WW**.

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

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

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

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

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

Minority owned vendor preference shall be three percent (3%) of the value of the award. **The vendor must identify qualification and claim to the preference on the submitted 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.** This preference is to be considered as a stand-alone and cannot be added to any other preference that may be allowed. This preference shall not apply to subcontractors.

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

The City of Dover reserves the right to accept or reject any line item, in any order, and to award or amend the Contract accordingly within 60 days of the Notice of Award unless otherwise indicated in the Contract Documents.

City of Dover, Delaware

Barry Wolfgang
Contract and Procurement Manager
City of Dover

SECTION IFB
INVITATION FOR BIDS

BID NUMBER: 24-0030WW

Sealed Bids, one (1) paper copy 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 Wednesday, April 17, 2024**, for the **Silver Lake Dam Repairs** at which time the bids 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 work under this project generally consists of the following: repairs to boat ramp, repairing spalls, cracks, pop outs, scaling and delamination in concrete wingwalls, repairs to fence extensions and railings, investigating source of leaking water and condition of concrete wingwall to determine appropriate repair, repairing leaks and welds on the fish ladder, repairing spalls, cracks and joint material delamination on the pedestrian walkway and repair opening between trash rack panels on the outlet works. 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 all other appurtenances and incidental items of the work complete and in place.
- B. The City invites written bids from qualified contractors which are interested in providing services, as outlined below.

III. GENERAL CONDITIONS

- A. The City of Dover requests Bids from qualified, Delaware licensed contractors, to provide the recommended repairs to the Silver Lake Dam as outlined in the “Silver Lake Dam Safety Inspection Report” prepared by Remington & Vernick Engineers (RVE), dated August 11, 2023. The components of the dam can be found in Appendix A. Photographs of areas to be repaired, that were taken during the safety inspection, can be found in Appendix B. Please note that all references regarding direction (i.e. left or right) are referenced as if the observer was facing downstream. Therefore, left was noted to be in the general east direction and right was noted to be in the general west direction.
- B. This contract will be solely for the above referenced project. The duration of the repairs shall be thirty (30) calendar days.

IV. SCOPE OF WORK

- A. The work to be completed is as described in Sections 4.2, 4.3, 4.4 & 4.5 of the “Silver Lake Dam Safety Inspection Report” prepared by RVE, dated August 11, 2023.
- B. **4.2.1 – Earth Embankment – Upstream Slope**
1. Repair the crack noted on the right side of the boat ramp.
- C. **4.3.1 - Concrete Spillway – Upstream Face and Wing Walls**
1. Repair the cracks throughout, above and below water, with pressure injected epoxy. (19 LF)
 2. Repair the random pop-outs throughout with concrete patching material. (4 SF)
 3. Repair the two cracks on the left upstream wing wall with concrete patching material. (8 SF)
 4. The area of moderate to severe scaling at the extreme upstream end of the right upstream wingwall should be patched with epoxy concrete. (25 CF)
 5. Field measure, cut and re-adjust rotated fence extension on all wingwalls, and secure to prevent rotation. (195 LF)
 6. On the right upstream wing wall move old railing system up, tighten bracket so new extended railing is aligned with post.
 7. Bolts should be checked, tightened, and replaced if missing on the railing system.
 8. Rusted bolts in the baseplate should be cleaned and galvanized and rusted washers and nuts to be replaced. (32 Ea., 40 Ea.)
- D. **4.3.2 - Concrete Spillway – Downstream Face and Wing Walls**
1. Repair the cracks throughout with pressure injected epoxy. (52 LF)
 2. Repair the delamination on the right downstream wingwall with concrete patching material. (2 SF)
 3. The rust stain, efflorescence, and water leakage on the right downstream concrete wingwall appears to be originating from a crack/spall in the concrete/ which suggests water is penetrating from the earth side of the wall. The source of the water leaking, and condition of the concrete should be investigated to determine an appropriate repair. Petrographic testing and a test pit behind the wing wall is highly recommended for the rust stain and water leakage at the noted crack/spall on the right wing wall. A reinforcement corrosion assessment is also recommended for the rebar that is rusting along the noted crack.
 4. Field measure, cut and re-adjust rotated fence extension on all wingwalls, and secure to prevent rotation. (239 LF)

E. **4.3.3 – Fish Ladder**

1. Repair the leaking joints.
2. Repair the broken weld at the third steel brace from the north. (0.17 LF)
3. Replace missing bolts and nuts with stainless steel hardware. (2 Ea.; 2 Ea.)

F. **4.4 - Pedestrian Walkway**

1. Repair the spalls throughout with concrete patching material. (5 SF)
2. Repair the cracks throughout with pressure injected epoxy. (85 LF)
3. Replace downstream top railing tee at pier 4 and between pier 9 and end wingwall with a galvanized tee. (3 Ea.)
4. Bolts should be checked, tightened, and replaced if missing on the railing system.
5. Fix spalls at pier 2, 6 and 8, and cracks on south downstream side of walkway with concrete patching material. (3 SF; 10 LF)
6. Joints at piers 2, 4, 6 and 8 need regrouting down the sides of the walkway on both the upstream side and downstream side, to keep the backer rod in place. The joint at pier 8 sealant on top of walkway needs to be removed and replaced. (8 LF; 3 LF)

G. **4.5 - Outlet Works**

1. Repair the opening between the two trash rack panels. (5 LF)

V. **STATEMENT OF QUALIFICATIONS (SOQ)**

A. All contractors submitting bids shall include the following: 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. Proof of insurance, complying with the **Instructions to Bidders** Section, including the following documentation:
 - Certificate of Insurance
 - Declaration Page
 - Insurance policy documents shall be submitted upon award of contract
3. 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.

4. 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.
5. 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" to the Silver Lake Dam Repairs project are defined as those with two or more of the following characteristics:
 - Experience in construction of similar sized Dam repair projects
 - Experience in construction of any sized Dam repair projects
 - Experience with any Dam repair in the State of Delaware
6. Documentation that the business is licensed, insured, and authorized to do work in the State of Delaware as well as the City of Dover.
7. A minimum of three (3) references must be provided. Governmental references preferred. For each reference listed, the information provided should consist of the following:
 - **Name and mailing address of the owner/business**
 - **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 Dam repairs**
8. The City's plan is to complete the proposed work by the end of April 2024. Provide documentation stating that your business has the available equipment, manpower resources and ability to meet the proposed schedule.
9. Provide documentation that shows that your business has a current safety plan and or policy in place and conducts periodic safety training.
10. 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.
11. 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 bidder 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.)

12. Any additional information that you feel will be beneficial to the City in evaluating your qualifications to perform the proposed scope of work.

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

VI. COMPENSATION

A. The bid should clearly state the fee, including all necessary permit costs, to be charged for the proposed work and should be provided on the attached Bid Form.

END OF SECTION

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SECTION IB
INSTRUCTIONS TO BIDDERS

I. BID SUBMISSION

- A. All bids should be delivered to:

Barry Wolfgang
Contract and Procurement Manager
City of Dover Procurement 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 bidder 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** to:

Barry Wolfgang
Contract and Procurement Manager
City of Dover Procurement Office
710 William Street
Dover, Delaware 19904
E-mail address: doverwhse@dover.de.us

- C. In order to be acceptable, **one (1) paper copy 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: Silver Lake Dam Repairs, BID Opening April 17, 2024, 2:00 P.M., Bid No.: 24-0030WW"**, together with the name, address, and license number, if applicable, of the company submitting the proposal. Bids will be received until **2:00 P.M.** or hand delivered no later than **2:00 P.M. on April 17, 2024**, at which time they will be publicly opened in the **City of Dover Procurement Office, 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 bidder unopened. Telegraph, telephone, facsimile machine, and electronic mail bids 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 Staff, 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 bid 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 bids. The City reserves the right to reject any agreement that does not conform to the request for bids 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 bidder 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 for Bids, without delay upon notice of award of contract.

III. INSURANCE REQUIREMENTS

- A. Prior to the commencement of any work and until completion and final payment is made for the work / final acceptance of the work for the **Project Bid No. 24-0030WW**, the Contractor will provide and maintain the following minimum levels of insurance at Contractor's own expense. The cost of the required insurance shall be included in the Contractor's bid price and no adjustment shall be made to the contract price on account of such costs unless such approval is provided. The term Contractor shall include Subcontractors and Sub-Subcontractors of every tier. Contractor shall furnish Certificates of Insurance evidencing and reflecting the effective date of coverage as outlined below. In no event shall Work be performed until the required evidence of Insurance is provided in accordance with these Contract Documents and is approved by the City of Dover. If found to be non-compliant, the City of Dover may purchase the required insurance coverage(s) and the cost will be borne by the Contractor through direct payment/reimbursement to the City of Dover or the City of Dover may withhold payment to the Contractor for amounts owed to them.
 - a. All insurance shall be procured from insurers permitted to do business in the State in which the project is taking place and having an A.M. Best Rating of at least "A-, Class VIII".
 - b. Contractor shall not have a Self Insured Retention (SIR) on any policy greater than \$50,000, which is the responsibility of the Contractor. If Contractor's policy(ies) has a Self Insured Retention exceeding this amount, approval must be received from the City of Dover prior to starting work. In the event any policy includes an SIR, the Contractor is solely responsible for payment within the SIR of their policy(ies) and the Additional Insured requirements specified herein shall be provided within the SIR amount(s).
 - c. All insurance required herein, with the exception of the Professional Liability Insurance, shall be written on an "occurrence" basis. Claims-Made coverage must include:
 - i. The retroactive date must be on or prior to the start of work under this contract; and
 - ii. The Contractor must purchase "tail coverage/an extended reporting period" or maintain coverage for a period of three years, subsequent to the completion of their work / final payment.

- d. The Contractor's insurance carrier (s) shall agree to provide at least thirty (30) days prior written notice to the City of Dover in the event coverage is canceled or non-renewed. In the event of cancellation or non-renewal of coverage(s), it is the Contractor's responsibility to replace coverage to comply with the Contract requirements so there is no lapse of coverage for any time period.

In the event the insurance carriers will not issue or endorse their policy(s) to comply with the above it is the responsibility of the Contractor to report any notice of cancellation or non-renewal at least thirty (30) days prior to the effective date of this notice.

- e. Contractor shall provide the City of Dover with Certificates of Insurance, evidencing the insurance coverages listed below, ten days prior to the start of work and thereafter upon renewal or replacement of each coverage. The Contractor shall not begin any work until the City of Dover has reviewed and approved the Certificate of Insurance. The required insurance shall not contain any exclusions or endorsements, which are not acceptable to the City of Dover.

Failure of the City of Dover to demand such certificate or other evidence of full compliance with these insurance requirements or failure of the City of Dover to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

With respect to insurance maintained after final payment in compliance with a requirement below, an additional certificate(s) evidencing such coverage shall be provided to the City of Dover with final application for payment and thereafter upon renewal or replacement of such insurance until the expiration of the time period for which such insurance must be maintained.

- f. Owner/Client and the City of Dover, (including the City of Dover's Parent, Subsidiaries, and Affiliates) shall be added as ADDITIONAL INSURED(S) on all liability policies (except Workers' Compensation and Professional Liability Policy, where applicable), for ongoing operations and completed operations (using ISO Endorsements CG 2010 and CG 2037, or their equivalents) on a primary noncontributory basis. Coverage to include ongoing and completed operations. Each of the Additional Insured's respective directors, officers, partners, members, employees, agents and representatives shall also be afforded coverage as an Additional Insured. Coverage should be provided for a period of three years subsequent to the completion of work/final payment.

If you are operating in a state that has implemented the "Anti-Indemnity" Additional Insured Endorsements, you are required to provide the state specific additional insured endorsements for ongoing and completed operations. These states include but are not limited to: Montana, New Mexico, Oregon, Colorado, Kansas, California, Louisiana, and Texas.

The City of Dover reserves the right to require Contractor to name other parties as additional insureds as required by the City of Dover.

There shall be no "Insured versus Insured Exclusion" on any policies (other than "Named Insured versus Named Insured"); all policies will provide for "cross liability coverage" as per standard ISO policy forms.

- g. Waiver of Rights of Subrogation: Contractor shall waive all rights of recovery against Owner/Client, the City of Dover and all the additional insureds for loss or damage covered by any of the insurance maintained by the Contractor.
- h. The amount of insurance provided in the required insurance coverages, shall not be construed to be a limitation of the liability on the part of the Contractor.
- i. The carrying of insurance described shall in no way be interpreted as relieving the Contractor of any responsibility or liability under the contract.
- j. Any type of insurance or any increase in limits of liability not described above which the Contractor requires for its own protection or on account of statute shall be its own expense.
- k. Contractor shall promptly notify the City of Dover and the appropriate insurance company(ies) in writing of any accident(s) as well as any claim, suit or process received by the Contractor arising in the course of operations under the contract. The Contractor shall forward such documents received to his insurance company(ies), as soon as practicable, or as required by their insurance policy(ies).

REQUIRED COVERAGES - the following may be provided through a combination of primary and excess policies in order to meet the minimum limits set forth 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 insurance that includes:
 - a. Workers' Compensation Coverage: Statutory Requirements
 - b. Employers Liability Limits not less than:

Bodily Injury by Accident:	\$100,000 Each Accident
Bodily Injury by Disease:	\$100,000 Each Employee
Bodily Injury by Disease:	\$500,000 Policy Limit
 - c. USL&H, Maritime Liability, FELA, and DBA Coverage, if applicable.
 - d. Includes coverage for sole proprietors, partners, members or officers who will be performing the work.

- e. Where applicable, if the Contractor is lending or leasing its employees to the City of Dover for the work under this contract (e.g. crane rental with operator), it is the Contractor's responsibility to provide the Workers Compensation and Employer's Liability coverage and to have their policy endorsed with the proper Alternate Employer Endorsement in favor of the City of Dover.
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 the following:
 - a. Occurrence Form with the following limits:

i. General Aggregate:	\$2,000,000
ii. Products/Completed Operations Aggregate:	\$2,000,000
iii. Each Occurrence:	\$1,000,000
iv. Personal and Advertising Injury:	\$1,000,000
 - b. Products/Completed Operations Coverage must be maintained for a period of at least three (3) years after final payment / completion of work (including coverage for the Additional Insureds as set forth in these Insurance Requirements).
 - c. The General Aggregate Limit must apply on a **Per Project basis**.
 - d. No Exclusions for residential construction with respect to the work to be completed by the Contractor.
 - e. Coverage for "Resulting Damage".
 - f. No sexual abuse or molestation exclusion.
 - g. No amendment to the definition of an "Insured Contract".
 - h. The definition of an "Insured Contract" must be amended to provide coverage for all work on or within 50 feet of a railroad, if applicable. A stand alone Railroad Protective Liability policy may be required based on the scope of this project.
 3. Automobile Liability Insurance.
 - a. Coverage to include All Owned, Hired and Non-Owned Vehicles (or "Any Auto"), if you do not have any Owned Vehicles you are still required to maintain coverage for Hired and Non-Owned Vehicles as either a stand alone policy or endorsed onto the Commercial General Liability policy above.
 - b. Per Accident Combined Single Limit \$1,000,000

- c. For Contractor(s) involved in the transportation of hazardous material, include the following endorsements: MCS-90 and ISO-9948.

4. Commercial Umbrella Liability:

- a. Policy(ies) to apply on a Following Form Basis of the following:
 - i. Commercial General Liability,
 - ii. Automobile Liability, and
 - iii. Employers Liability Coverage.
- b. Minimum Limits of Liability
 - Occurrence Limit: \$10,000,000
 - Aggregate Limit (where applicable): \$10,000,000

5. Rigger's Liability Insurance:

(IF DESIGNATED BY **CONTRACTOR'S** SCOPE OF WORK)

- a. "All Risk" Replacement Cost Coverage
- b. No overload exclusion
- c. Minimum Occurrence Limit: \$1,000,000

6. Pollution Liability Insurance:

(IF DESIGNATED BY **CONTRACTOR'S** SCOPE OF WORK)

- a. Covering losses caused by pollution incidents that arise from the operations of the Contractor and /or their subcontractors of any tier.
- b. Minimum Limits of Liability:
 - Occurrence Limit: \$2,000,000
 - Aggregate Limit: \$2,000,000
- c. Insurance to be maintained for the duration of the work and for a period of three (3) years after completion of work / final payment.
- d. No Exclusions for Silica, Asbestos or Lead.
- e. Include Mold Coverage for full policy limit of liability.
- f. Shall include coverage for all pollutants as defined under the Resource Conservation and Recovery Act, as amended, 42 U.S.C. Section 6901 et. Seq. ("RCRA") or any related state or city environmental statute or the removal of any petroleum contaminated material at the project.
- g. All owned and / or 3rd Party disposal facilities must be licensed and maintain pollution liability insurance of not less than \$2,000,000, if applicable.

7. Watercraft Liability:

(IF DESIGNATED BY **CONTRACTOR'S SCOPE OF WORK**)

- a. Provide coverage for bodily injury, property damage, personal and advertising injury arising out of any owned, leased, hired, or borrowed watercraft; and
- b. Minimum Limits of Liability:
\$10,000,000 Per Occurrence
\$10,000,000 Aggregate

8. Crime Insurance:

(IF DESIGNATED BY **CONTRACTOR'S SCOPE OF WORK**)

- a. Include the Employee Theft and Theft, Disappearance and Destruction coverage parts.
- b. The Employee Theft Coverage part shall include the Clients' Property Endorsement (ISO Form CR 04 01, or its equivalent).
- c. Minimum Limits of Liability:
Per Claim: \$1,000,000

9. Owner's Contractor's Protective:

(IF DESIGNATED BY **CONTRACTOR'S SCOPE OF WORK**)

- a. The Contractor shall obtain an Owner's and Contractor's Protective in the same limits as set forth in #2, Commercial General Liability, above. This policy shall be issued in the name of the Owner.
- b. If you are providing ongoing and completed operations Additional Insured coverage for one of the following states, noted in "f" above (Montana, New Mexico, Oregon, Colorado, Kansas, California, Louisiana, and Texas) you are required to provide an Owner's Contractor's Protective as outlined in the preceding paragraph.

10. Owned, Leased, Rented or Borrowed Equipment:

(IF DESIGNATED BY **CONTRACTOR'S SCOPE OF WORK**)

Contractor shall maintain Property Coverage for:

- a. their owned, leased, rented or borrowed equipment, tools, trailers, etc.; and
- b. include a Waiver of Subrogation in favor of all Additional Insureds.

11. 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.

12. 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. The City of Dover shall be given thirty (30) calendar days advance notice of cancellation or nonrenewal of insurance during the term of this Agreement.
13. 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.
14. 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. BID PROCESS SCHEDULE

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

Date	Event
Wednesday, March 6, 2024 and Wednesday, March 13, 2024	Publicly Advertise Bid #24-0030WW
Wednesday, March 20, 2024	Optional Pre-Bid Meeting, 10:00 am at 10 Electric Avenue, JW Pitts Center, Dover, DE.
Wednesday, March 27, 2024	Deadline for submitting questions
Wednesday, April 10, 2024	Addendum issued/answers to bidders questions published
Wednesday, April 17, 2024	Proposal Deadline to submit final bids (Bid Opening). (1 original copy and 1 electronic copy by 2:00 pm)
Friday, April 26, 2024	City Completes Evaluation of Bids
Tuesday, June 11, 2024	City Issues Notice of Award
Tuesday, June 18, 2024	Contract Execution

END OF SECTION

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**SILVER LAKE DAM REPAIRS
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 for Bidders, BIDDER hereby proposes to perform all WORK for the Silver Lake Dam Repairs for the City of Dover, **BID No. 24-0030WW**, in strict accordance with the SCOPE OF WORK, within the time set forth therein, and at the prices stated below. The BIDDER has examined and fully understands the scope of work.

The BIDDER declares that the attached documents 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 documents.

*Corporation, Partnership, or Individual as applicable.

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.

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

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:

**SILVER LAKE DAM REPAIRS
BID NO.:24-0030WW
CITY OF DOVER, DELAWARE**

BID FORM

ITEM	BID ITEMS (AS DESCRIBED IN IFB SECTION IV)	QUANTITY	UNIT	UNIT PRICE	EXTENDED PRICE
1	Repair the crack noted on the right side of the boat ramp. (B. 4.2.1.1)	1	LS		
2	Repair the cracks throughout, above and below water, with pressure injected epoxy. (C.4.3.1.1)	19	LF		
3	Repair the random pop-outs throughout with concrete patching material. (C.4.3.1.2)	4	SF		
4	Repair the two cracks on the left upstream wing wall with concrete patching material. (C.4.3.1.3)	8	SF		
5	The area of moderate to severe scaling at the extreme upstream end of the right upstream wingwall should be patched with epoxy concrete. (C.4.3.1.4)	25	CF		
6	Repair the cracks throughout with pressure injected epoxy. (D.4.3.2.1)	52	LF		
7	Repair the delamination on the right downstream wingwall with concrete patching material. (D.4.3.2.2)	2	LF		
8	Repair the spalls throughout with concrete patching material. (F.4.4.1)	5	SF		
9	Repair the cracks throughout with pressure injected epoxy. (F.4.4.2)	85	LF		
10	Fix spalls at pier 2, 6 and 8 (3 SF), and cracks on south downstream side of walkway with concrete patching material (10 LF). (F.4.4.5)	1	LS		
11	Joints at piers 2, 4, 6 and 8 need regrouting down the sides of the walkway on both the upstream side and downstream side, to keep the backer rod in place (8 LF). The joint at pier 8 sealant on top of walkway needs to be removed and replaced (3 LF). (F.4.4.6)	1	LS		
SUB-TOTAL:					

ITEM	CONTINGENCY ITEMS (AS DESCRIBED IN IFB Section IV)	QUANTITY	Unit	UNIT PRICE	EXTENDED PRICE
12	Field measure, cut and re-adjust rotated fence extension on all wingwalls, and secure to prevent rotation. (C. 4.3.1.5)	195	LF		
13	On the right upstream wing wall move old railing system up, tighten bracket so new extended railing is aligned with post. (C.4.3.1.6)	1	LS		
14	Bolts should be checked, tightened, and replaced if missing on the railing system. (C.4.3.1.7)	1	LS		
15	Rusted bolts in the baseplate should be cleaned and galvanized and rusted washers and nuts to be replaced. (C.4.3.1.8)	Washers (32) Nuts (40)	EA		
16	Test Pit (D.4.3.2.3)	1	LS		
17	Petrographic Testing (D.4.3.2.3)	1	LS		
18	Reinforcement Corrosion Assessment (D.4.3.2.3)	1	LS		
19	Field measure, cut and re-adjust rotated fence extension on all wingwalls, and secure to prevent rotation. (D.4.3.2.4)	239	LF		
20	Repair the leaking joints. (E.4.3.3.1)	1	LS		
21	Repair the broken weld at the third steel brace from the north. (E.4.3.3.2)	0.17	LF		
22	Replace missing bolts and nuts with stainless steel hardware. (E.4.3.3.3)	Bolts (2) Nuts (2)	EA		
23	Replace downstream top railing tee at pier 4 and between pier 9 and end wingwall with a galvanized tee. (F.4.4.3)	3	EA		
24	Bolts should be checked, tightened, and replaced if missing on the railing system. (F.4.4.4)	1	LS		
25	Repair the opening between the two trash rack panels. (G.4.5.1)	5	LF		
SUB-TOTAL:					

TOTAL AMOUNT FOR BID NO.:24-0030WW

\$ _____

The City of Dover reserves the right to accept or reject any line item, in any order, and to award or amend the Contract accordingly within 60 days of the Notice of Award unless otherwise indicated in the Contract Documents.

CHECK THE APPROPRIATE BOXES:

REQUIRED CONTENT TO BE SUBMITTED WITH BID	Yes	No
Statement of Qualifications, as outlined per IFB, Section V.A		
Statement of Understanding, as outlined per IFB, Section V.B		
Insurance Requirements, as outlined per IB, Section III.A		

Contractor's Name

Signature

Title

Date

NOTE:

- Contractor shall supply documentation to answer all requirements in the Statement of Qualification section, located in Section ITB.

LOCAL VENDOR PREFERENCE

Circle One: **Rule 1** **Rule 2** **Rule 3** **None**

MINORITY OWNED VENDOR PREFERENCE

Circle One: **YES** **NO**

END OF SECTION

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AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made as of the ____ day of _____ in the year 2024, 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 INVITATION FOR BID FOR SILVER LAKE DAM REPAIRS, BID NO.: 24-0030WW AND THE SUBMITTED BID FORM.** Nothing herein shall limit the CITY's right to obtain bids or services from other professionals for similar projects at any time the CITY so chooses.

2. INDEMNIFICATION

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

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

3. PROCEDURE FOR INDEMNIFICATION

- a. The CITY shall give notice promptly to the CONTRACTOR of any claim or threatened claim, specifying the factual basis for such claim and the amount of the claim. If the claim relates to an action, suit or proceeding filed by a third party against the CITY, the notice shall be given to the CONTRACTOR by the CITY no later than ten (10) calendar days after written notice of the action, suit or proceeding was received by the CITY.
- b. Failure to timely give the required notice will not relieve the CONTRACTOR from its obligation to indemnify the CITY unless the CITY is materially prejudiced by such failure.
- c. The CITY will have the right at any time, by notice to the CONTRACTOR, to participate in or assume control of the defense of the claim with counsel of its choice, which counsel must be reasonably acceptable to the CONTRACTOR. The CONTRACTOR agrees to cooperate fully with the CITY. If the CITY so assumes control of the defense of any third-party claim, the CONTRACTOR shall have the right to participate in the defense at its own expense. If the CONTRACTOR does not so assume control or otherwise participate in the defense of any third-party claim, it shall be bound by the results obtained by the CITY with respect to the claim.
- d. If the CITY assumes the defense of a third-party claim as described above, then in no event will the CITY admit any liability with respect to, or settle, compromise or discharge, any third-party claim without the CONTRACTOR's prior written consent, and the CONTRACTOR will agree to any settlement, compromise or discharge of any third-party claim which the CITY may recommend which releases the CITY completely from such claim.
- e. Municipal Liability Limits. No provision of this Agreement is intended, or shall be construed, to be a waiver for any purpose by either entity of any applicable State limits on municipal liability.
- f. Disclaimer. The CITY makes no express or implied warranties with regard to its structures, fixtures, materials, or other equipment, all of which are hereby disclaimed. The CITY makes no other express or implied warranties, except to the extent expressly set forth in this Agreement. The CITY expressly disclaims any implied warranties of merchantability or fitness for a particular purpose
- g. Duty to Competent Supervision and Performance. The CONTRACTOR shall ensure that its employees, servants, agents, and subcontractors have the necessary qualifications, skill, knowledge, training, and experience to protect themselves, their fellow employees, employees of the CITY, and the general public, from harm or injury while performing work permitted pursuant to this Agreement. In addition, the CONTRACTOR shall furnish its employees, servants, agents, and subcontractors with competent supervision and sufficient and adequate tools and equipment for their work to be performed in a safe manner.
- h. Duty to Inform. The CONTRACTOR further warrants that it understands the imminent dangers (INCLUDING SERIOUS BODILY INJURY OR DEATH FROM FALLING) inherent in the work necessary to perform the work expected under this agreement by the CONTRACTOR's employees, servants, agents, contractors or subcontractors, and accepts as its duty and sole responsibility to notify and inform the CONTRACTOR's employees, servants, agents, contractors or subcontractors of such dangers, and to keep them informed regarding same.

4. INSURANCE

A. Prior to the commencement of any work and until completion and final payment is made for the work / final acceptance of the work for the **Project Bid No. 24-0030WW**, the Contractor will provide and maintain the following minimum levels of insurance at Contractor's own expense. The cost of the required insurance shall be included in the Contractor's bid price and no adjustment shall be made to the contract price on account of such costs unless such approval is provided. The term Contractor shall include Subcontractors and Sub-Subcontractors of every tier. Contractor shall furnish Certificates of Insurance evidencing and reflecting the effective date of coverage as outlined below. In no event shall Work be performed until the required evidence of Insurance is provided in accordance with these Contract Documents and is approved by the City of Dover. If found to be non-compliant, the City of Dover may purchase the required insurance coverage(s) and the cost will be borne by the Contractor through direct payment/reimbursement to the City of Dover or the City of Dover may withhold payment to the Contractor for amounts owed to them.

- a. All insurance shall be procured from insurers permitted to do business in the State in which the project is taking place and having an A.M. Best Rating of at least "A-, Class VIII".
- b. Contractor shall not have a Self Insured Retention (SIR) on any policy greater than \$50,000, which is the responsibility of the Contractor. If Contractor's policy(ies) has a Self Insured Retention exceeding this amount, approval must be received from the City of Dover prior to starting work. In the event any policy includes an SIR, the Contractor is solely responsible for payment within the SIR of their policy(ies) and the Additional Insured requirements specified herein shall be provided within the SIR amount(s).
- c. All insurance required herein, with the exception of the Professional Liability Insurance, shall be written on an "occurrence" basis. Claims-Made coverage must include:
 - i. The retroactive date must be on or prior to the start of work under this contract; and
 - ii. The Contractor must purchase "tail coverage/an extended reporting period" or maintain coverage for a period of three years, subsequent to the completion of their work / final payment.
- d. The Contractor's insurance carrier (s) shall agree to provide at least thirty (30) days prior written notice to the City of Dover in the event coverage is canceled or non-renewed. In the event of cancellation or non-renewal of coverage(s), it is the Contractor's responsibility to replace coverage to comply with the Contract requirements so there is no lapse of coverage for any time period.

In the event the insurance carriers will not issue or endorse their policy(s) to comply with the above it is the responsibility of the Contractor to report any notice of cancellation or non-renewal at least thirty (30) days prior to the effective date of this notice.

- e. Contractor shall provide the City of Dover with Certificates of Insurance, evidencing the insurance coverages listed below, ten days prior to the start of work and thereafter upon renewal or replacement of each coverage. The Contractor shall not begin any work until the City of Dover has reviewed and approved the Certificate of Insurance. The required insurance shall not contain any exclusions or endorsements, which are not acceptable to the City of Dover.

Failure of the City of Dover to demand such certificate or other evidence of full compliance with these insurance requirements or failure of the City of Dover to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

With respect to insurance maintained after final payment in compliance with a requirement below, an additional certificate(s) evidencing such coverage shall be provided to the City of Dover with final application for payment and thereafter upon renewal or replacement of such insurance until the expiration of the time period for which such insurance must be maintained.

- f. Owner/Client and the City of Dover, (including the City of Dover's Parent, Subsidiaries, and Affiliates) shall be added as ADDITIONAL INSURED(S) on all liability policies (except Workers' Compensation and Professional Liability Policy, where applicable), for ongoing operations and completed operations (using ISO Endorsements CG 2010 and CG 2037, or their equivalents) on a primary noncontributory basis. Coverage to include ongoing and completed operations. Each of the Additional Insured's respective directors, officers, partners, members, employees, agents and representatives shall also be afforded coverage as an Additional Insured. Coverage should be provided for a period of three years subsequent to the completion of work/final payment.

If you are operating in a state that has implemented the "Anti-Indemnity" Additional Insured Endorsements, you are required to provide the state specific additional insured endorsements for ongoing and completed operations. These states include but are not limited to: Montana, New Mexico, Oregon, Colorado, Kansas, California, Louisiana, and Texas.

The City of Dover reserves the right to require Contractor to name other parties as additional insureds as required by the City of Dover.

There shall be no "Insured versus Insured Exclusion" on any policies (other than "Named Insured versus Named Insured"); all policies will provide for "cross liability coverage" as per standard ISO policy forms.

- g. Waiver of Rights of Subrogation: Contractor shall waive all rights of recovery against Owner/Client, the City of Dover and all the additional insureds for loss or damage covered by any of the insurance maintained by the Contractor.
- h. The amount of insurance provided in the required insurance coverages, shall not be construed to be a limitation of the liability on the part of the Contractor.
- i. The carrying of insurance described shall in no way be interpreted as relieving the Contractor of any responsibility or liability under the contract.

- j. Any type of insurance or any increase in limits of liability not described above which the Contractor requires for its own protection or on account of statute shall be its own expense.
- k. Contractor shall promptly notify the City of Dover and the appropriate insurance company(ies) in writing of any accident(s) as well as any claim, suit or process received by the Contractor arising in the course of operations under the contract. The Contractor shall forward such documents received to his insurance company(ies), as soon as practicable, or as required by their insurance policy(ies).

REQUIRED COVERAGES - the following may be provided through a combination of primary and excess policies in order to meet the minimum limits set forth 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 insurance that includes:
 - a. Workers' Compensation Coverage: Statutory Requirements
 - b. Employers Liability Limits not less than:

Bodily Injury by Accident:	\$100,000 Each Accident
Bodily Injury by Disease:	\$100,000 Each Employee
Bodily Injury by Disease:	\$500,000 Policy Limit
 - c. USL&H, Maritime Liability, FELA, and DBA Coverage, if applicable.
 - d. Includes coverage for sole proprietors, partners, members or officers who will be performing the work.
 - e. Where applicable, if the Contractor is lending or leasing its employees to the City of Dover for the work under this contract (e.g. crane rental with operator), it is the Contractor's responsibility to provide the Workers Compensation and Employer's Liability coverage and to have their policy endorsed with the proper Alternate Employer Endorsement in favor of the City of Dover.
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 the following:
 - a. Occurrence Form with the following limits:
 - i. General Aggregate: \$2,000,000
 - ii. Products/Completed Operations Aggregate: \$2,000,000

- iii. Each Occurrence: \$1,000,000
 - iv. Personal and Advertising Injury: \$1,000,000
 - b. Products/Completed Operations Coverage must be maintained for a period of at least three (3) years after final payment / completion of work (including coverage for the Additional Insureds as set forth in these Insurance Requirements).
 - c. The General Aggregate Limit must apply on a **Per Project basis**.
 - d. No Exclusions for residential construction with respect to the work to be completed by the Contractor.
 - e. Coverage for "Resulting Damage".
 - f. No sexual abuse or molestation exclusion.
 - g. No amendment to the definition of an "Insured Contract".
 - h. The definition of an "Insured Contract" must be amended to provide coverage for all work on or within 50 feet of a railroad, if applicable. A stand alone Railroad Protective Liability policy may be required based on the scope of this project.
3. Automobile Liability Insurance.
- a. Coverage to include All Owned, Hired and Non-Owned Vehicles (or "Any Auto"), if you do not have any Owned Vehicles you are still required to maintain coverage for Hired and Non-Owned Vehicles as either a stand alone policy or endorsed onto the Commercial General Liability policy above.
 - b. Per Accident Combined Single Limit \$1,000,000
 - c. For Contractor(s) involved in the transportation of hazardous material, include the following endorsements: MCS-90 and ISO-9948.
4. Commercial Umbrella Liability:
- a. Policy(ies) to apply on a Following Form Basis of the following:
 - i. Commercial General Liability,
 - ii. Automobile Liability, and
 - iii. Employers Liability Coverage.
 - b. Minimum Limits of Liability
 - Occurrence Limit: \$10,000,000
 - Aggregate Limit (where applicable): \$10,000,000

5. Rigger's Liability Insurance:

(IF DESIGNATED BY **CONTRACTOR'S SCOPE OF WORK**)

- a. "All Risk" Replacement Cost Coverage
- b. No overload exclusion
- c. Minimum Occurrence Limit: \$1,000,000

6. Pollution Liability Insurance:

(IF DESIGNATED BY **CONTRACTOR'S SCOPE OF WORK**)

- a. Covering losses caused by pollution incidents that arise from the operations of the Contractor and /or their subcontractors of any tier.
- b. Minimum Limits of Liability:
 - Occurrence Limit: \$2,000,000
 - Aggregate Limit: \$2,000,000
- c. Insurance to be maintained for the duration of the work and for a period of three (3) years after completion of work / final payment.
- d. No Exclusions for Silica, Asbestos or Lead.
- e. Include Mold Coverage for full policy limit of liability.
- f. Shall include coverage for all pollutants as defined under the Resource Conservation and Recovery Act, as amended, 42 U.S.C. Section 6901 et. Seq. ("RCRA") or any related state or city environmental statute or the removal of any petroleum contaminated material at the project.
- g. All owned and / or 3rd Party disposal facilities must be licensed and maintain pollution liability insurance of not less than \$2,000,000, if applicable.

7. Watercraft Liability:

(IF DESIGNATED BY **CONTRACTOR'S SCOPE OF WORK**)

- a. Provide coverage for bodily injury, property damage, personal and advertising injury arising out of any owned, leased, hired, or borrowed watercraft; and
- b. Minimum Limits of Liability:
 - \$10,000,000 Per Occurrence
 - \$10,000,000 Aggregate

8. Crime Insurance:

(IF DESIGNATED BY **CONTRACTOR'S SCOPE OF WORK**)

- a. Include the Employee Theft and Theft, Disappearance and Destruction coverage parts.
- b. The Employee Theft Coverage part shall include the Clients' Property Endorsement (ISO Form CR 04 01, or its equivalent).
- c. Minimum Limits of Liability:
Per Claim: \$1,000,000

9. Owner's Contractor's Protective:

(IF DESIGNATED BY **CONTRACTOR'S SCOPE OF WORK**)

- a. The Contractor shall obtain an Owner's and Contractor's Protective in the same limits as set forth in #2, Commercial General Liability, above. This policy shall be issued in the name of the Owner.
- b. If you are providing ongoing and completed operations Additional Insured coverage for one of the following states, noted in "f" above (Montana, New Mexico, Oregon, Colorado, Kansas, California, Louisiana, and Texas) you are required to provide an Owner's Contractor's Protective as outlined in the preceding paragraph.

10. Owned, Leased, Rented or Borrowed Equipment:

(IF DESIGNATED BY **CONTRACTOR'S SCOPE OF WORK**)

Contractor shall maintain Property Coverage for:

- a. their owned, leased, rented or borrowed equipment, tools, trailers, etc.; and
- b. include a Waiver of Subrogation in favor of all Additional Insureds.

11. 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.

12. 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. The City of Dover shall be given thirty (30) calendar days advance notice of cancellation or nonrenewal of insurance during the term of this Agreement.

13. 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.

14. 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'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 _____, 2024, 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 Robert LaFountain, Civil Engineer I, Department of Water & Wastewater.

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: _____

Title: _____

Title: _____

Signature: _____

Signature: _____

Date: _____

Date: _____

END OF SECTION

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PERFORMANCE BOND

KNOWN ALL PERSONS BY THESE PRESENTS: That

(Name of Contractor)

(Address of Contractor)

a _____ hereinafter
(Corporation, Partnership or Individual)

called Principal, and _____
(Name of Surety)

(Address of Surety)

hereinafter call Surety, are held and firmly bound unto the City of Dover, 15
Loockerman Plaza, Dover, Delaware 19901 hereinafter called OWNER, in the total
aggregate penal sum of _____

(\$ _____) in lawful money of the United States, for the payment of which
sum well and truly to be make, we bind ourselves, our heirs, executors, administrators,
successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a
certain contract with the OWNER, dated the _____ day of _____,
2024, a copy of which is hereto attached and made a part hereof for the:

Silver Lake Dam Repairs, Bid No:24-0030WW.

NOW THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the
undertakings, covenants, terms, conditions and agreements of said contract during the
original term thereof, and any extensions thereof which may be granted by the OWNER,
with or without notice to the SURETY and during the one year guaranty period and if the
PRINCIPAL shall satisfy all claims and demands incurred under such contract, and shall
fully indemnify and save harmless the OWNER from all costs and damages which it may
suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay
and expense which the OWNER may incur in making good any default, the this
obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said SURETY, for value received hereby stipulates and agrees that
no change, extension of time, alteration or addition to the terms of the contract or to WORK to
be performed thereunder of the SPECIFICATIONS accompanying the same shall in any way affect
its obligation on this BOND, and it does hereby waive notice of any such change, extension of
time, alteration or addition to the terms of the contract or to the WORK or to the
SPECIFICATIONS.

PROVIDED, FURTHER, that it is expressly agreed that the BOND shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the Contract not increasing the contract price more than 20 percent, so as to bind the PRINCIPAL and SURETY to the full and faithful performance of the CONTRACT as so amended. The term "Amendment", wherever used in this BOND, and whether referring to this BOND, the Contract or the Loan Documents shall include any alteration, addition, extension, or modification of any character whatsoever.

PROVIDED, FURTHER, that no final settlement between the OWNER and the PRINCIPAL shall abridge the right of the other beneficiary hereunder, whose claim may be unsatisfied. The OWNER is the only beneficiary hereunder.

IN WITNESS WHEREOF, this instrument is executed in _____ counterparts, each one of which shall be deemed an original, this the _____ day of _____, 2024.

ATTEST:

(SEAL)

Secretary

Witness as to Principal

Address

Principal
BY: _____ (s)

Address

ATTEST:

(SEAL)

Secretary

Witness as to Surety

Address

Surety
BY: _____ (s)
Attorney-in-Fact

Address

NOTES:

Date of BOND must not be prior to date of Contract.

IF CONTRACTOR is partnership, all partners should execute BOND.

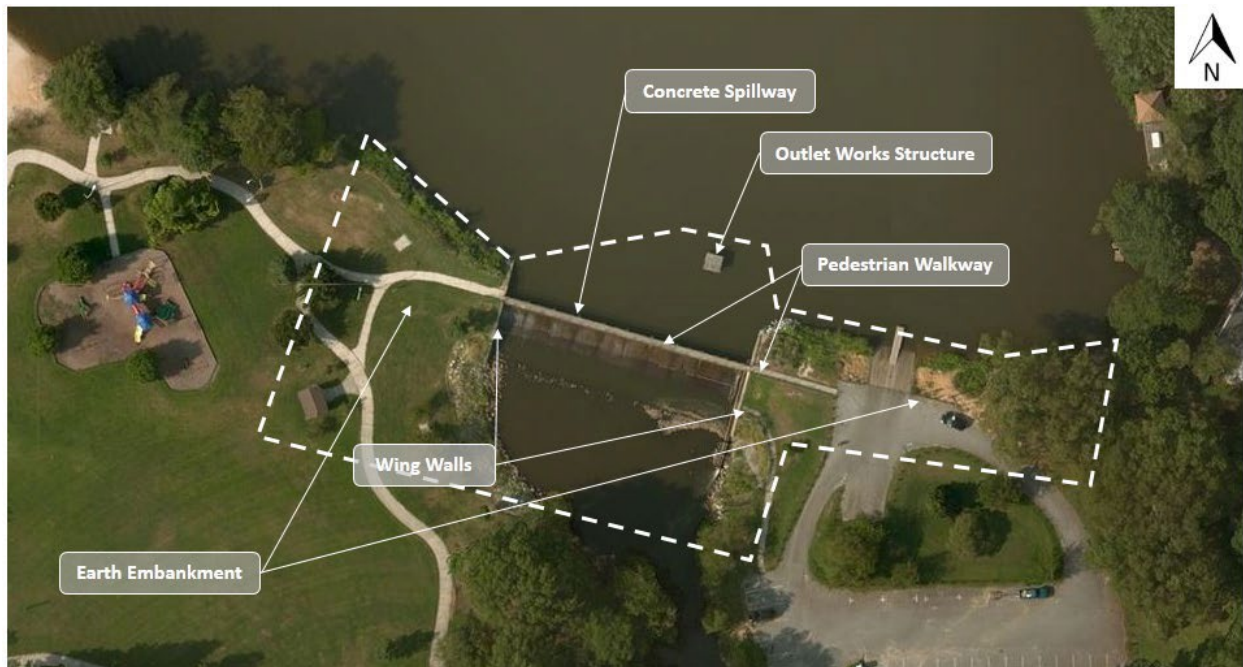
IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the Project is located.

END OF SECTION

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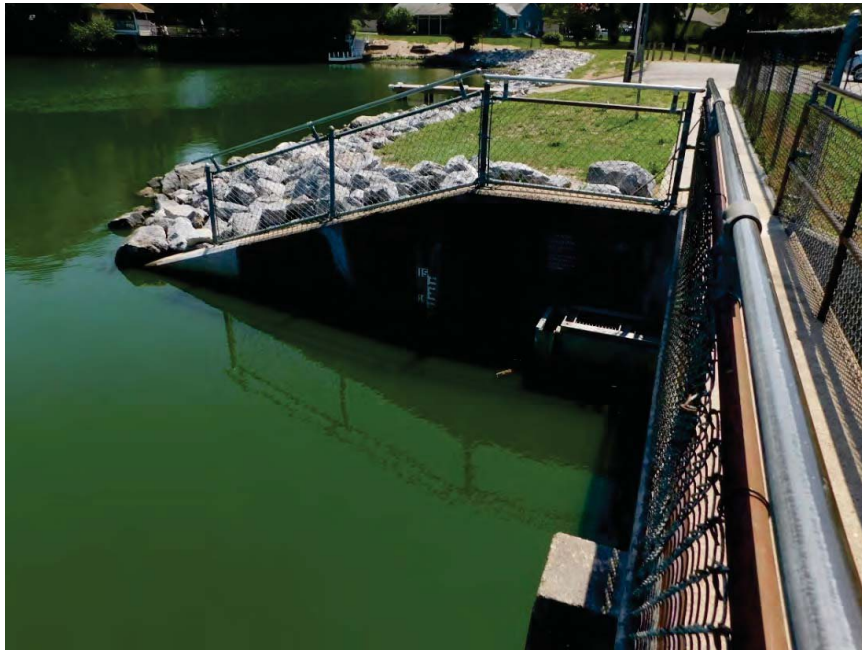
APPENDIX A

DAM COMPONENTS



APPENDIX B

SAFETY INSPECTION PHOTOS



Overall view of left upstream wing wall. There are several small spalls in the wall.



Overall view of right upstream wing wall.



Typical pop-out on left and right upstream wing walls.
Waterline abrasion typical throughout both wingwalls.



Overall view of left downstream wingwall and fish ladder.



Overall view of right downstream wingwall. Note the diagonal cracking with efflorescence throughout the wall as well as the small delamination at the downstream end.



Cracking and efflorescence throughout lower portion of the downstream wingwall.



Failed crack repairs on the left downstream wingwall.



Vertical crack near the 3rd fence post of the left downstream wingwall
Incipient spall and rust below the crack.



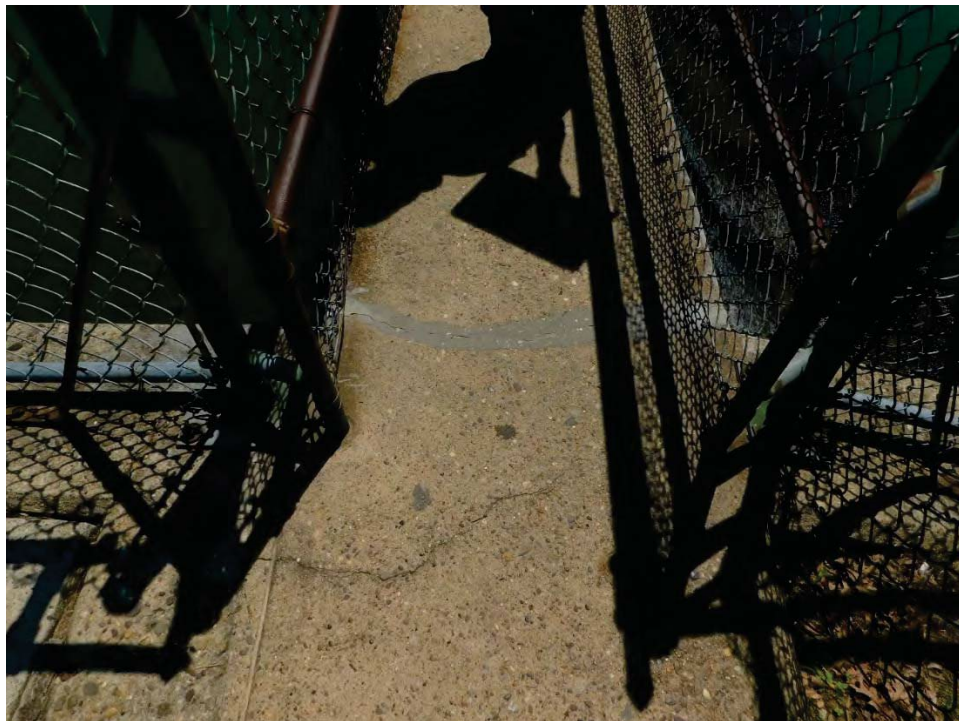
The fish ladder exhibits a few missing bolts throughout.
The chute adjacent to the ladder exhibits minor abrasion.



The fish ladder exhibits broken welds and is leaking at the 3rd brace from upstream.



Close up view of fish ladder leaks as seen in previous photo.



The previous crack in the walkway above the right wingwall has been patched. It is reopening.



Spall and protruding joint material at joint between spans 2 and 3 in walkway deck.



Spall with exposed reinforcement in span 1 deck walkway underside.



Multiple longitudinal cracks with efflorescence in span 2 walkway underside.
Repairs in the east face of pier 1 exhibit hairline cracks.



Longitudinal cracking with efflorescence in the span 3 walkway underside.
Spall in the previous repair area on pier 2 in the background.



Longitudinal cracking with efflorescence in the span 4 walkway underside.



Longitudinal cracking with efflorescence in the span 5 walkway underside.



Map cracking and efflorescence in repair areas in the span 7 walkway underside.



Map cracking and efflorescence in span 9 walkway underside and adjacent pier 8 east face.



Shallow spall with adjacent scaling in the span 10 walkway underside, above the fish ladder and adjacent chute.



Dam outlet works control platform, general view.



West face of outlet control platform. Several of the timber pilings exhibit moderate corrosion.