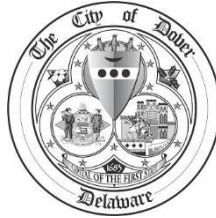


# City of



# Dover

May 1, 2024

To Whom It May Concern:

The City of Dover will receive sealed proposals on June 5, 2024, at 2:00 PM local time for the purpose of contracting for **WATER AND WASTEWATER ASSET MANAGEMENT PLAN PROGRAM ENGINEERING SUPPORT, RFP NUMBER 24-0038WW**. The proposal 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 request for proposal (RFP) notice and send it via email to [doverwhse@dover.de.us](mailto:doverwhse@dover.de.us) or by fax to (302) 736-7178 if they intend to submit a proposal. Any vendor not returning the form may not receive published addenda.**

An optional pre-proposal meeting will be held on May 15, 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 proposal received after the closing date and time for receipt of the proposals is late and shall not be considered. It is the responsibility of the submitter to ensure that the proposal is received prior to the closing date and time.

#### **QUESTIONS:**

If you have questions concerning this Request for Proposal, they must be made in writing and emailed to me at [doverwhse@dover.de.us](mailto:doverwhse@dover.de.us). **All questions must be submitted no later than May 22, 2024.** All questions will be compiled and answered in the form of an addendum and will be emailed to all prospective proposers who return the attached RFP notice and will be posted on the City of Dover web site, <https://www.cityofdover.com/bid-procurement>. All changes or corrections to this Request for Proposal will be handled by addenda issued by the Purchasing Office. The receipt of all addenda must be acknowledged in the proposal submission.

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

Proposals will be opened publicly at the time and place designated in this letter. All proposals will be opened in the presence of the Procurement Manager or his/her designee. All other information contained in the proposals shall be considered confidential to avoid disclosure of contents prejudicial to competing offerors during the process of negotiation. The main purpose of the RFP opening is to reveal the name(s) of the proposer(s), not to serve as a forum for determining the award.

The contract shall be awarded within 90 days of the closing date to the offeror whose proposal is determined in writing to be most advantageous to the City. All prices must be held firm for a minimum of 90 days from the date of the opening. The proposals 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 proposals, 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 proposal documents.** **The vendor must provide authoritative proof of minority ownership such as identification in the certification directory maintained by the State of Delaware Office of Supplier Diversity to qualify for this preference.** This preference is to be considered as a stand-alone and cannot be added to any other preference that may be allowed. This preference shall not apply to subcontractors.

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

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

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

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

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

A performance bond shall be required from the successful proposer 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.

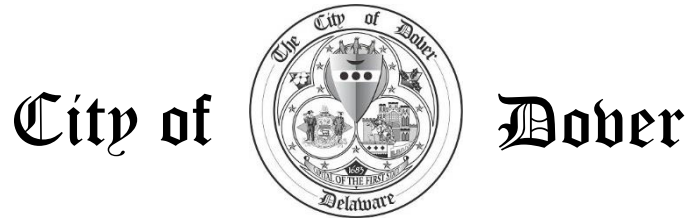
Vendors must provide references to the City of Dover upon request. Vendor references may be checked to verify the proposer's ability to perform the contract requirements, the quality of work, and the ability to meet obligations.

**ENVELOPES MUST BE MARKED "ASSET MANAGEMENT PLAN PROGRAM ENGINEERING SUPPORT, RFP NUMBER 24-0038WW."** No faxed or emailed proposals will be accepted.

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

Sincerely,

Barry Wolfgang  
Contract and Procurement Manager  
City of Dover  
(302) 736-7795



**INTENT TO BID NOTICE**

ITB Number: 24-0038WW ITB Opening: June 5, 2024 at 2:00 P.M.

Description: Asset Management Plan Program Engineering Support

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](mailto: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](mailto: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**

**REQUEST FOR PROPOSALS**

**FOR**

**WATER & WASTEWATER  
ASSET MANAGEMENT PLAN PROGRAM  
ENGINEERING SUPPORT**

**RFP NUMBER  
24-0038WW**



**MAY 2024**

**Prepared By:**

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

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### PROPOSAL DOCUMENTS

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A	Agreement.....	A-1 thru A-9

## SECTION AFP

### ADVERTISEMENT FOR PROPOSALS

Sealed proposals will be received on behalf of the City of Dover, (herein called the "Owner") at the City of Dover, City of Dover Procurement Office, 710 William Street, Dover, DE 19904 no later than 2:00 p.m. EST on **Wednesday, June 5, 2024**. Proposals will then be publicly opened and read aloud immediately thereafter for the following:

**Water & Wastewater  
Asset Management Plan Program  
Engineering Support  
Proposal No.: 24-0038WW  
Contract Duration: 180 Calendar Days**

The City of Dover requests proposals from qualified, Delaware licensed engineering firms, to provide the following services: create an Asset Management Plan for both the water and wastewater utilities. The final deliverable will comply with the EPA's five core framework categories which shall include: Current State of Assets, Level of Service, Critical Assets, Minimum Life Cycle Costs and Long Term Funding Plan. This plan will include recommendations for implementation. All requirements are described in the proposal documents entitled, **Water & Wastewater Asset Management Plan Program Engineering Support, Request for Proposal, RFP No.:24-0038WW**.

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 proposal 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.



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

City of Dover, Delaware

Barry Wolfgang  
Contract and Procurement Manager  
City of Dover

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

**RFP NUMBER: 24-0038WW**

Sealed Proposals, one (1) paper copy and one (1) electronic copy, will be received by the City of Dover, Procurement Office, 710 William Street, Dover, DE 19904 no later than **2:00 P.M.** on **Wednesday, June 5, 2024** for the **Water & Wastewater Asset Management Plan Program Engineering Support** at which time the proposals will be opened.

**I. NAME OF SOLICITING GOVERNMENT**

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

**II. PURPOSE OF REQUEST**

- A. The City of Dover (City) requires the expertise of a consultant to provide the following services: create an Asset Management Plan for both the water and wastewater utilities. The final deliverable will comply with the EPA’s five core framework categories which shall include: Current State of Assets, Level of Service, Critical Assets, Minimum Life Cycle Costs and Long Term Funding Plan. This plan will include recommendations for implementation.
- B. The City invites written proposals from qualified Delaware licensed engineering firms which are interested in providing services, as outlined below.

**III. GENERAL CONDITIONS**

- A. The City is seeking proposals from experienced and qualified Delaware licensed engineering firms for entering into an agreement to create an Asset Management Plan for both the water and wastewater utilities. The City has water and wastewater master plans that were created in 2021 and 2024, respectively. In addition, the City has its underground infrastructure cataloged in GIS. This information will be supplied to the successful bidder. The Asset Management Plan shall evaluate the current condition, useful life and value of existing assets. It shall provide a level of service statement that will set performance standards that the City can use for tracking and reporting. The Plan will also provide the risk of each asset failing and what impact it would create on the system, the physical cost to repair the asset, along with any social or environmental cost. The Plan will evaluate the existing operation and maintenance procedures for each utility and provide recommendations on increasing efficiencies. The consultant shall review the funding sources for each utility and determine if the funding will meet the required level of service. This contract will be solely for the above referenced project. The duration of the evaluation and preparation of the Asset Management Plan shall be one hundred eighty (180) calendar days.

#### IV. SCOPE OF WORK

A. This project will create an Asset Management Plan for both the water and wastewater utilities for the City of Dover. The final deliverable will comply with the EPA's five core framework categories. The City of Dover will provide monitoring and updates to the plan internally with staff. A breakdown of each category is provided below:

1. **Current State of Assets**

The city currently has all water and wastewater assets georeferenced and labeled in our GIS inventory. The awarded consultant will utilize current records from the city to evaluate the current condition, useful life and value. The evaluation will include all pump stations, well houses, elevated water tanks, water treatment plant, water mains, wastewater gravity mains, wastewater force mains, valves and manholes. The inventory will be assembled using a template provided by EPA, or similar, to create a centralized database for the city to utilize for years. This inventory will provide a rating system for each piece of infrastructure.

2. **Level of Service**

The awarded consultant will be required to provide a level of service statement for both the water and wastewater utility. This will take into account all regulatory requirements for each utility and what the expectation of the customer should be with the service they are receiving. The deliverable will provide performance standards that the city can track and report on in future years.

3. **Critical Assets**

The consultants will prioritize each asset utilizing a scoring matrix to identify the highest rated pieces of infrastructure for each utility. The report will also provide the risk of each asset failing and what impact it would create on the system, the physical cost to repair the asset, along with any social or environmental cost. A probability of failure rating will be provided to each asset, this will be created by reviewing asset decay curves. The report will provide a roadmap on improvements for the city to utilize with future capital planning.

4. **Minimum Life Cycle Cost**

The consultant will evaluate the existing operation and maintenance procedure for each utility and provide recommendations on increasing efficiencies. Considerations to predictive maintenance will be required. The report shall research the benefits of replacement versus rehabilitation for each asset. Response plans shall be created for asset failure.

5. **Long Term Funding Plan**

The consultant shall review the funding sources for each utility and determine if the funding will meet the required level of service. Review the rate structure and evaluate the sustainability of the structure with the future of each utility. The report shall include recommendations for financing options to support each utility.

B. **Deliverables shall include:**

An all inclusive Asset Management Plan that satisfies the five categories listed above. The Consultant shall provide recommendations on how to manage this program after initial implementation. The consultant will be required to present the plan to City of Dover Council.

V. **REQUIRED CONTENT OF PROPOSAL**

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

1. Firm Name
2. Established Year, State
3. Former Firm Name(s), if any, and years in business
4. Home office business address and telephone number
5. Branch office business address and telephone numbers
6. Associates and Principals: Name, Title, Specialties (Attach Resumes)
7. Total personnel of firm:
  - Professional
  - Non-Professional
  - Other
8. Key personnel to be involved in the provision of these services: Name, Title, Specialties, Degree, Registration (Professional Licensure), Years of Experience (Attach Resumes)
9. What outside Associates and Consultants does your firm normally work with? Include:
  - Name and address
  - Specific service
  - Name of last joint project
10. Is it anticipated that your firm will sub-contract any aspect of the work outlined in the scope of work? (If so, please discuss the nature and extent of the anticipated sub-contracting, including the use of local businesses.)
11. Please provide examples of similar Asset Management Plan programs that your firm has completed (minimum of two (2)). Include the following:
  - Client
  - Contact person and phone number
  - Services provided
  - Original estimate of project cost
  - Actual project cost
  - Original estimate of task of completion schedule, e.g., Study/Analysis of Needs Report, Project Design, etc.
  - Actual completion schedule

12. Discuss how your firm will respond quickly to City needs. How will you maintain close effective communications with City staff?
  13. Provide a discussion of your firm's familiarity with typical problems which might arise with this type of project.
  14. Document your firm's ability to provide a high quality service on schedule and within budget. Discuss the control systems you will utilize to effectively manage projects.
  15. Provide a list of Municipal, State, and Federal references which can be contracted.
  16. Proof of insurance, complying with the **Instructions to Proposers** Section, including the following documentation:
    - Certificate of Insurance
    - Declaration Page
    - Insurance policy documents
  17. Discuss your firm's Affirmative Action and Equal Opportunity practices.
  18. Please indicate if you are aware of any personal or organizational conflicts of interests. Provide an explanation of your firm's (or any sub-consultants that your firm is using in provision of these services) involvement in ongoing or pending litigation, claims, suits against the City of Dover, if any.
  19. Provide and additional information which you feel may be pertinent to the provision of these services, but not specifically required elsewhere in the RFP.
  20. Provide an implementation schedule to prove your firm can meet the deadline of one hundred eighty (180) calendar days.
  21. Each individual that will be working on this project shall have his / her own City of Dover business license, or prove they can obtain one within thirty (30) calendar days.
- B. Statement of Understanding. State your understanding of the scope of services presented in the RFP and your role in accomplishing the scope of services. Include plan to meet the proposed schedule.

**VI. COMPENSATION**

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

**VII. SELECTION CRITERIA**

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

	Factor	Point Range
A	Experience: Demonstrated experience with similar projects and history of achieving highest and best results among its peers.	0 to 20
B	Project Management: Project organization and management, including staffing, management control and sub-contractor utilization	0 to 10
C	Staff: Qualifications and utilization of the firm's employees assigned to the provision of these services, including previous work experience, technical management experience, education and training. In addition to project specific experience, the City will take into account any consultant experience in providing general municipal engineering in a support capacity (to other various government agencies).	0 to 15
D	Costs: Lump sum of service, including any and all permit costs.	0 to 35
E	Service Ability: Firm's ability to provide full spectrum of engineering services including personnel, managerial and other resources as and when required to meet the project's objectives.	0 to 15
F	Location: Geographical location in relation to the City of Dover	0 to 5

**END OF SECTION**

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

**I. PROPOSAL SUBMISSION**

- A. All proposals 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 proposal process:
1. To ensure fair consideration for all proposers, communication to or with any department or departmental staff during the submission process, will be prohibited except as provided in the third paragraph below. Any communication between proposer and the City will be initiated by the appropriate staff member in order to obtain information or clarification needed to develop a proper, accurate evaluation of the proposal. Such communications initiated by a proposer may be grounds for disqualifying the offending proposer from consideration for award of the proposal and/or any future proposal.
  2. Any questions relative to interpretation of the scope of services or the proposal process, shall be addressed as indicated below, in ample time before the period set for the receipt and opening of proposals.
  3. Questions or comments should be directed **in writing** to:
- Barry Wolfgang**  
**Contract and Procurement Manager**  
**City of Dover Procurement Office**  
**710 William Street**  
**Dover, Delaware 19904**  
E-mail address: [doverwhse@dover.de.us](mailto:doverwhse@dover.de.us)
- C. In order to be acceptable, **one (1) paper copy and one (1) electronic copy of the proposal must be submitted in a sealed envelope on the outside of which shall be plainly marked "Sealed Proposal: Asset Management Plan Program Engineering Support, RFP Opening Wednesday, June 5, 2024, 2:00 P.M. Proposal No.: 24-0038WW"**, together with the name, address, and license number, if applicable, of the company submitting the proposal. Proposals will be received until **2:00 P.M.** or hand delivered no later than **2:00 P.M.** on **Wednesday, June 5, 2024**, at which time they will be publicly opened in the **City of Dover Procurement Office, 710 William Street, Dover, Delaware 19904**.
- D. Proposers are fully responsible for the timely delivery of proposals. Late proposals will not be accepted and will be returned to the proposer unopened. Telegraph, telephone, facsimile machine, and electronic mail proposals will not be accepted under any circumstances.
- E. In the event that personal interviews are deemed necessary, and your business is included among those selected for interview, you will be contacted in order to schedule a mutually agreeable date and time for the interview.



- F. It is anticipated that a final decision on the business to be selected will be made within 30 days or upon approval by City Council, whichever occurs earlier. All proposers will subsequently be contacted and advised of the Department's decision.

## II. TERMS AND CONDITIONS

- A. The City reserves the right to reject any or all proposals, with or without cause, to waive technicalities, or to accept the proposal, which in its judgment best serves the interests of the City. The City further reserves the right to award the contract to the next most qualified proposer if the successful proposer does not execute a contract within thirty (30) days after being notified of the award of the proposal.
- B. The City reserves the right to request clarification of information submitted and to request additional information from one or more proposers. All costs associated with the presentation of the proposal and any supplemental information shall be borne solely by the proposer, and shall not be passed on to the City under any circumstances.
- C. Any proposal may be withdrawn until the date and time stated above for the opening of the proposals. Any proposals not so withdrawn shall constitute an irrevocable offer to sell to the City the services indicated for a period of ninety (90) days, or until one or more of the proposals have been accepted by the Department, whichever occurs earlier.
- D. Any written agreement or contract resulting from the acceptance of a proposal shall be prepared on forms either supplied by or approved by the City, and shall contain, at a minimum, applicable provisions of this request for proposals. The City reserves the right to reject any agreement that does not conform to the request for proposals or any other City requirements for agreements and contracts. The following are representative of the provisions to be included within the contract documents:
  - 1. Termination - If through any cause, the firm selected shall fail to fulfill the obligations agreed to in a timely and efficient manner, the City shall have the right to terminate the contract by specifying the date of termination in a written notice to the firm at least thirty (30) days before the termination date. In this event, the firm shall be entitled to just and equitable compensation for the work satisfactorily completed.
  - 2. Assignment - the proposer shall not assign any interest in the contract, and shall not transfer any interest in the same without the prior written consent of the City.
  - 3. Non-discrimination - The successful proposer must specify in the contract that the firm will not discriminate under the contract, against any person as provided in any federal, state, or local government laws and regulations.
  - 4. Certificate of Insurance - the contractor selected must present proof of insurance coverage of a nature and amount deemed adequate by the City, and be willing to execute a hold harmless indemnification for the City.

5. Publication of Information - No reports, information, or data given to or prepared by the firm under the contract shall be made available to any individual or organization by the firm without the prior written approval of the City. This provision shall only apply insofar as it does not conflict with the provisions of the Freedom of Information Act.
- E. The successful proposer shall be required to enter into a contract with the City of Dover which shall reflect the services requested in the Invitation for Proposals, without delay upon notice of award of contract.

### **III. INSURANCE REQUIREMENTS**

- A. 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 RFP No. 24-0038PW, 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 INSUREDS 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. Includes coverage for sole proprietors, partners, members or officers who will be performing the work.
- 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. **(If Applicable)**
  - 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
    - c. Aggregate Limit (where applicable): \$10,000,000
- 5. Professional Liability Insurance:  
(IF DESIGNATED BY **CONTRACTOR'S** SCOPE OF WORK)
  - a. Minimum Limits of Liability  
Per Claim Limit: \$2,000,000  
Aggregate Limit: \$2,000,000
  - b. The Definition of "Covered Services" shall include the services required in the scope of this contract.
  - c. Coverage shall be extended to cover "Green Building", if applicable.
- 6. Privacy Liability:  
(IF DESIGNATED BY **CONTRACTOR'S** SCOPE OF WORK)
  - a. Subcontractor shall maintain coverage for third party liability arising out of breach of privacy, inclusive of confidential and proprietary business information, HIPAA violations and other breaches of personally identifiable information and/or protected health information, that may arise from their work with this contract.
  - b. Minimum Limits of Liability:  
Per Claim: \$1,000,000  
Aggregate: \$1,000,000
  - c. Privacy Breach Notification and Credit Monitoring: \$250,000 Per Occurrence
- 7. 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.
- 8. 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.
- 9. 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.

10. Deductible/Self-insurance Retention Amounts. Contractor shall be fully responsible for any deductible or self-insured retention amounts contained in its insurance program or for any deficiencies in the amounts of insurance maintained.

**IV. PROPOSAL PROCESS SCHEDULE**

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

Date	Event
Wednesday, May 1, 2024 and Wednesday, May 8, 2024	Publicly Advertise RFP #24-0038WW
Wednesday, May 15, 2024	Optional Pre-Proposal Meeting, 10:00 am at 10 Electric Avenue, JW Pitts Center, Dover, DE.
Wednesday, May 22, 2024	Deadline for submitting questions
Wednesday, May 29, 2024	Addendum issued/answers to proposers questions published
Wednesday, June 5, 2024	<b>Proposal Deadline to submit final proposals (Proposal Opening). (1 original copy and 1 electronic copy by 2:00 pm)</b>
Friday, June 14, 2024	City Completes Evaluation of Proposals
Tuesday, July 9, 2024	City Issues Notice of Award
Tuesday, July 16, 2024	Contract Execution

**END OF SECTION**

**ASSET MANAGEMENT PLAN PROGRAM  
ENGINEERING SUPPORT  
CITY OF DOVER, DELAWARE**

**PROPOSAL FORM**

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

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

In compliance with the Invitation to Proposers, PROPOSER hereby proposes to perform all WORK for the **Asset Management Plan Program Engineering Support** for the City of Dover, **RFP No. 24-0038WW**, in strict accordance with the SCOPE OF WORK, within the time set forth therein, and at the prices stated below. The PROPOSER has examined and fully understands the scope of work.

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

\*Corporation, Partnership, or Individual as applicable.

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

\_\_\_\_\_

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

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

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

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



Respectfully submitted:

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
License Number (if applicable)  
SEAL – (If BID is by a corporation)

\_\_\_\_\_  
Telephone No.

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**ASSET MANAGEMENT PLAN PROGRAM  
ENGINEERING SUPPORT  
RFP NO.:24-0038WW  
CITY OF DOVER, DELAWARE**

**PROPOSAL FORM**

PROPOSAL ITEM	UNIT	COST
Services to be provided to complete the Scope of Work described in <b>IFP Section IV.A-B</b> , including permit costs	LS	
<b>GRAND TOTAL:</b>		

**CHECK THE APPROPRIATE BOXES:**

REQUIRED CONTENT TO BE SUBMITTED WITH PROPOSAL	Yes	No
Firm Identification, as outlined per IFP, Section V.A		
Statement of Understanding, as outlined per IFP, Section V.B		
Proposer has attached proper information to satisfy the Selection Criteria, as outlined per IFP, Section VII.A		
Insurance Requirements, as outlined per Agreement, Section IV.		

\_\_\_\_\_  
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**

## **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:

### I. SERVICES

The CONTRACTOR shall perform the following services: **SEE REQUEST FOR PROPOSAL FOR ASSET MANAGEMENT PLAN PROGRAM ENGINEERING SUPPORT, RFP NO.: 24-0038WW AND THE SUBMITTED PROPOSAL FORM.** Nothing herein shall limit the CITY's right to obtain proposals or services from other professionals for similar projects at any time the CITY so chooses.

### II. 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;

### III. 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.
- i. Completion Date. The parties agree that the estimated completion date for this Project is: The 13th day of January 2025 (hereafter "The Completion Date"). The parties agree that in the event Contractor fails to complete the Project by the Estimated Completion Date, the City will suffer damages which at the time of execution of this Contract, are impossible to accurately predict, but will be based upon relevant factors when and if the Completion Date

is not met by the Contractor. Accordingly, the City and the Contractor agree that in the event the Contractor fails to complete the Project on or before the Estimated Completion Date, the City shall compute its damages and submit a reasonable figure to the Contractor which shall be paid. Regarding the Estimated Completion Date, the City will consider reasonable excuses for the delay such as *force majeure*, supply chain issues, and other reasonable reasons submitted by the Contractor for the cause of delay.

#### IV. INSURANCE

- A. **Policies Required.** 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 RFP No. 24-0038WW, 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 proposal 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.
1. 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".
  2. 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).
  3. 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.
  4. 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.

5. 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.

6. 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.

7. 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.

8. 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.
9. The carrying of insurance described shall in no way be interpreted as relieving the Contractor of any responsibility or liability under the contract.
10. 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.
11. 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).

**B. 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 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
  - c. Aggregate Limit (where applicable): \$10,000,000

5. Professional Liability Insurance:  
(IF DESIGNATED BY **CONTRACTOR'S SCOPE OF WORK**)
- a. Minimum Limits of Liability
 

Per Claim Limit:	\$2,000,000
Aggregate Limit:	\$2,000,000
  - b. The Definition of "Covered Services" shall include the services required in the scope of this contract.
  - c. Coverage shall be extended to cover "Green Building", if applicable.
6. Privacy Liability:  
(IF DESIGNATED BY **CONTRACTOR'S SCOPE OF WORK**)
- a. Subcontractor shall maintain coverage for third party liability arising out of breach of privacy, inclusive of confidential and proprietary business information, HIPAA violations and other breaches of personally identifiable information and/or protected health information, that may arise from their work with this contract.
  - b. Minimum Limits of Liability:
 

Per Claim:	\$1,000,000
Aggregate:	\$1,000,000
  - c. Privacy Breach Notification and Credit Monitoring: \$250,000 Per Occurrence.
7. 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.
8. 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.
9. 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.

10. 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. 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.

VI. 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.

VII. 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.

VIII. 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.

IX. 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.

X. 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.

XI. 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.

XII. NO THIRD PARTY BENEFICIARIES

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

XIII. 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.

XIV. 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.

XV. 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.

XVI. 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: David S. Hugg, III

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

Title: City Manager

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

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

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

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

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