



CITY MANAGER'S OFFICE
CITY OF NEWARK

220 South Main Street · Newark, Delaware 19711
302.366.7000 · Fax 302.366.7035 · www.newarkde.gov

Bid Security

Vendor

CITY OF NEWARK

Delaware

CONTRACT NO. 20-13

CITY OF NEWARK PARKS SIGNAGE REPLACEMENTS

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CITY OF NEWARK
Delaware

CONTRACT NO. 20-13

CITY OF NEWARK PARKS SIGNAGE REPLACEMENTS

NOTICE OF LETTING

Bids for Contract No. 20-13—City of Newark Parks Signage Replacements—will be received by the City of Newark Purchasing Division via email (purchasing@newark.de.us) **until 2:00 p.m., prevailing time, on Tuesday, January 26, 2021.** Bids will be publicly opened and read aloud via virtual meeting shortly thereafter.

A pre-bid meeting will take place on Wednesday, January 6, 2021 at 11:00 a.m. at Norma B. Handloff Park (1000 Barksdale Road; Newark, DE 19711).

Copies of the contract documents may be obtained by each prospective bidder on the City's website at www.newarkde.gov/bids. Please contact purchasing@newark.de.us for additional information or with questions regarding the submission of this Contract. Questions/requests for information will be accepted until 5:00 p.m., prevailing time, on Friday, January 15, 2021

CITY OF NEWARK
Delaware

CONTRACT NO. 20-13

CITY OF NEWARK PARKS SIGNAGE REPLACEMENTS

GENERAL PROVISIONS

1. BIDS

Each bid shall be submitted on the proposal form included herein. The proposal and all other required documents must be submitted via email to purchasing@newark.de.us by 2:00 p.m., prevailing time, on Tuesday, January 26, 2021. The subject line should read "[Vendor name] bid for Contract No. 20-13." Each bid so submitted shall constitute an irrevocable offer for a period of sixty (60) days following the bid opening date.

2. BID SECURITY

Each bid must be accompanied by a certified check, or cashier's check, or bid bond in the amount of 10 percent (10%) of the proposed bid price, payable to the City of Newark. Failure to provide the required bid security may be grounds for rejection of the bid.

If the successful bidder fails or refuses to execute and deliver the contract within twenty (20) calendar days after receiving notice of the award of the contract, the successful bidder shall forfeit to the City for such failure or refusal the security deposited with the bid. Any certified check or cashier's check submitted as security shall be returned to all unsuccessful bidders thirty (30) calendar days after the bid opening date. The successful bidder shall provide the City with a Performance Bond and Payment Bond in the full amount of the contract guaranteeing faithful performance of the contract. Such bonds shall be provided to the City with the executed contract within twenty (20) calendar days after receiving notice of award of the contract. Upon receipt of the contract surety bond, the City will return any certified check or cashier's check submitted as bid security by the successful bidder.

3. TAXES

The price(s) quoted shall not include federal or state taxes. If applicable, the successful bidder shall provide the City with three (3) copies of the required tax exemption forms to accompany the bidder's invoice.

4. AWARDS

The City Manager or designee shall review each of the bids submitted and make a recommendation to the City Council on the disposition of the bids. The City Council reserves the right to accept or reject any or all bids or parts of bids as they may determine and to waive any irregularities or defects where the best interest of the City would be served.

5. BID PRICE

The bid price shall include all transportation, delivery, installation and all charges for the goods and services specified for this project. The Contractor will be held to have examined and be familiar with the entire Bid Specification prior to submitting their Bid Proposal. No allowance for additional compensation will be considered for failure to comply with this requirement.

6. CONTRACT SURETY BOND

A contract surety bond satisfactory to the City of Newark and in the full amount of the contract shall be required by the successful bidder within fourteen (14) calendar days of the contract award date. Upon receipt of this surety bond, the City will return any certified or cashier's check submitted as bid security.

7. UNIT PRICES

When applicable, in the event of a conflict or error in extension from unit price to total amount, the unit prices shall prevail and shall be considered the correct bid figures. Bidders are cautioned to thoroughly review their bid figures for errors prior to submitting their proposal.

8. TIME OF COMPLETION AND LIQUIDATED DAMAGES

The Contractor shall commence work on a date to be specified by the City in a "Notice to Proceed" and to fully complete all work under this contract on or before the completion date given. The Contractor is to complete the work within all prescribed dates listed. Liquidated damages of five hundred dollars (\$500) per day may be assessed to the Contractor by the City for each day the contract is extended beyond the completion date. Liquidated damages are not to be construed as a penalty in any sense.

9. LIST OF SUBCONTRACTORS' CERTIFICATION

Each bidder shall execute and submit with every bid, when applicable, a list of subcontractors, including complete names and addresses, who services the bidder intends to use in performing any and all work under the contract. Bids submitted without such a list, or with a list not completely or properly executed, are subject to rejection.

Each bidder is required to notify all subcontractors that they are obligated to comply with the provisions of Federal, State, and City law as they pertain to this project, and that they must submit evidence of such compliance upon notice or request. The bidder shall certify compliance with this requirement on the list of subcontractors.

After the contract has been awarded, the successful bidder shall not substitute a subcontractor for another subcontractor whose name was set forth on the subcontractor list which accompanied his bid, without the written consent of the City.

10. LIABILITY INSURANCE

- a. The Contractor shall at all times maintain and keep in force such insurance as will protect him from claims under Worker's Compensation Acts, and also such insurance as will protect him and the owner from any such claims for damages for personal injuries, including death, which may arise from operations under this contract, whether such operations be by the Contractor or by any Subcontractor or anyone directly or indirectly employed by any of them.
- b. The Contractor shall be required to provide Workers' Compensation (WC)/Employer's Liability (EL) coverage with limits of insurance not less than:

\$500,000 Per Accident
\$500,000 Per Illness, Employee
\$500,000 Per Illness, Aggregate

The Contractor shall be required to provide Umbrella/Excess Liability coverage with limits of insurance not less than:

\$1,000,000 Each Occurrence
\$1,000,000 Aggregate

The Contractor shall be required to provide Commercial General Liability (CGL) coverage with limits of insurance not less than:

\$1,000,000 Each Occurrence Limit
\$1,000,000 Personal & Advertising Injury Limit
\$2,000,000 Annual Aggregate Limit
\$2,000,000 Products-Completed Operations Limit
\$1,000,000 Business Auto Liability Limit (Owned, Hired, & Non-Owned Autos)

The Contractor, The City of Newark (Owner), and all other parties required of the Contractor shall be included as insured on the CGL, using Additional Insured Endorsements providing coverage as broad as the coverage provided for the named insured Subcontractor.

Subcontractors approved in association with the hiring of a Contractor shall be required to provide Commercial General Liability (CGL) coverage with limits of insurance in equal amount to those required of the Contractor.

- c. A copy of the Certificate of Insurance must accompany each bid. The Prime Contractor's attention should be directed to other sections of the contract documents in the event additional insurance is required based on the scope of work.

12. INSPECTIONS

All equipment shall be subject to final inspection. If, in any way, an item fails to meet the terms of the contract, it may be rejected or liquidated damages charges made. The decision of the City will be final and any rejected items or material will have to be replaced at the expense of the bidder.

13. INTENT OF SPECIFICATIONS

It shall be the bidder's responsibility to furnish the equipment specifically indicated in these specifications and such other as may be required.

14. REGULATIONS AND EXCEPTIONS

Any and all exceptions which are taken to the specifications shall be noted on the Proposal form. The listing of an exception may be grounds for rejection. All equipment must meet all applicable federal or state regulations.

The application of lead paint as defined in Title 16, Chapter 30M of State Code and Chapter 7 of City Code as part of this contract is prohibited. The contractor will be subject to fines as outlined in State and City Code if it is determined that lead paint was applied in violation of State and City code.

Safety Data Sheet information for all paints applied to internal or external structures shall be provided to the City for review and approval prior to application.

The contractor will be required to remove and remediate any lead paint to the satisfaction of the City, at no cost to the City. Prior to commencing removal and remediation efforts, the contractor shall provide a written remedial action plan which includes health safety protection requirements for both employees and the public for review and approval by the City and/or DNREC/DHSS.

Any and all sample results that are generated as a result of improper application of lead paint shall be provided to the City within 5 working days of being received by the contractor.

The contractor will also be required to replace all paint removed with non-lead paint to the satisfaction of the City, and at no cost to the City.

Failure to adequately remove, remediate, and replace lead paint applied in violation of State and City Code as outlined herein will be considered a breach of contract.

15. STANDARDS AND MANUFACTURER'S WARRANTY

No material, supplies, or equipment to be installed as part of the work shall be purchased subject to any chattel mortgage or under a conditional sale or other agreement by which any interest therein or in any part thereof is retained by the seller or supplier. The contractor shall warrant good title to all material, supplies, and equipment installed or incorporated in the work and upon completion of all work, shall deliver the same together by him to the City free from any claims, liens, or charges. Neither the contractor nor any person, firm, or corporation furnishing any material or labor covered by this contract shall have any right to a lien upon any improvement or appurtenance thereon. Nothing contained in this paragraph, however, shall defeat or impair the right of persons furnishing materials or labor to recover under any bond given by the contractor for their protection or any right under any law permitting such persons to look to funds due the contractor in the hands of the City. The provisions of this paragraph shall be inserted in all subcontracts and material contracts and notice of its provisions shall be given to all persons furnishing materials for the work when no formal contract is entered into for such materials.

All equipment will be unused in all component parts and will be the latest current production including all accessories. The specifications will be construed as the minimum required. When the manufacturer's standards exceed these, the standard units will be furnished. All material will be free of defects. Manufacturer's standard warranties shall apply.

16. WORKMANSHIP

Workmanship shall conform to the best current manufacturing practice followed for equipment of the type. Component parts and units will be manufactured to definite standard dimensions, with proper fits and clearances.

17. GUARANTEE

The contractor hereby guarantees all of the work for a period of one (1) year after the date of completion and final acceptance thereof by the City as follows:

Against all faulty or imperfect materials and against all imperfect, careless, and/or unskilled workmanship.

The contractor agrees to replace with proper workmanship and materials, and to re-execute, correct or repair without cost to the City, any work which may be found to be improper or imperfect and/or which fails to perform as specified.

The guarantee obligations assumed by the contractor under these contract documents shall not be held or taken to be in any way impaired because of the specifications, indication, or approval by or on behalf of the City of any articles, materials, means, combination of things

use or to be used in the construction, performance, and competition of the work or any part thereof.

No use or acceptance by the city of the work or any part thereof, nor any failure to use the same nor any repairs, adjustments, replacements, or corrections made by the City due to the contractor's failure to comply with any of his obligations under the contract documents, shall impair in any way the guarantee obligations assumed by the contractor under these contract documents.

18. ADVERTISEMENT

It is further agreed that any bidder submitting a bid will not use the name of the City in any advertisement without first obtaining the written consent of the City Manager.

19. EEO AND LICENSING

The bidder shall possess all business and other licenses required by the State of Delaware and the City of Newark. The bidder must also be a fair and equal opportunity employer.

20. PREFERENCE FOR DELAWARE LABOR

According to Delaware State Law, any person, company, or corporation who violates the requirements of Delaware Code Title 29, Section 6962 regarding preference for Delaware Labor shall pay a penalty to the State Secretary of Finance equal to the amount of compensation paid to any person in violation of this Section. This regulation is waived if it is in conflict with Federal requirements.

21. NON-COLLUSION

The vendor shall not, either directly or indirectly, enter into any agreement, participate in any collusion, or otherwise take any action in restraint of free competitive bidding in connection with the contract.

22. INQUIRIES AND ADDENDA

Any inquiries regarding the bidding process shall be directed to the Purchasing Division at purchasing@newark.de.us. . Any questions regarding the specifications shall be directed to Mr. Bhadresh Patel, Electric Department Director at bpatel@newark.de.us. Any changes to the contract documents shall be made only by numbered addendum(a) issued not later than four (4) days prior to the date set for bid opening.

Prospective bidders shall bear the entire responsibility for being sure they have received any and all such addenda. No verbal agreement or conversation with any officer, agent, or employee of the City, either before or after the execution of this contract, shall affect or modify any of the terms or conditions outlined herein.

23. DAMAGES FOR LATE DELIVERY

The dates for delivery of the equipment are important and may influence the award of the contract. Submitted delivery dates shall be calculated from the date of notification of award. Liquidated damages of \$25.00 per calendar day may be assessed by the City, at its discretion, for every day that delivery is extended beyond the submitted delivery date.

24. PAYMENT

Payment shall be made within thirty (30) days from receipt of the equipment, subject to final inspection and acceptance of the items by the City.

25. TERMINATION OF AGREEMENT

This agreement may be terminated by the City upon thirty (30) days written notice if the contractor fails to perform satisfactorily in accordance with the terms and conditions of the contract. In the event this agreement is terminated, the contractor shall be paid for services satisfactorily rendered up to the termination date.

26. INDEMNIFICATION & OWNERSHIP OF MATERIAL

The contractor shall solely be responsible and liable for the accuracy and completeness of all work performed and shall agree to indemnify, defend and hold harmless the City of Newark, its officers, agents and employees, from and against any and all claims, actions, suits and proceedings arising out of, based upon or caused by negligent acts, omissions or errors of or the infringement of any copyright or patent, by the contractor, its officers, agents, employees or subcontractors, in the performance of the contracted agreement.

All documents prepared and submitted pursuant to this RFP or contract shall be the property of the City upon submittal and will be subject to staff and public review and discussion in association with our public bidding and formal proposal process. Any information or documents deemed proprietary shall be so marked at time of submittal and limited to detail where the disclosure of contents could be prejudicial to competing offerors during the process of negotiation, and any commercial or financial information of a privileged or confidential nature.

27. FORCE MAJEURE OCCURANCE

Upon the occurrence of a force majeure event, the City of Newark shall immediately notify the awarded vendor. In this instance, the City shall be excused from any further financial or contractual obligations for as long as such circumstances prevail. As used in this document, a "force majeure occurrence" means acts of God; acts of the public enemy; acts of the State and any other governmental entity in its sovereign or contractual capacity; fires; floods;

epidemics or pandemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; unusually severe weather; or other unusual event outside of the reasonable control of a party hereto that prevents a party to this Agreement from performing its contractual obligations.

CITY OF NEWARK
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CITY OF NEWARK PARKS SIGNAGE REPLACEMENTS

SPECIAL PROVISIONS

1. SCOPE OF WORK

The proposed project sites are all city parks including the following:

- Coleman Park
- Coverdale Park
- Curtis Mill Park
- Devon Park
- Dorothy P. Miller Park
- Douglas D. Alley Park
- Edna C. Dickey Park
- Elan Park
- Fairfield Park
- Fairfield Crest Park
- Folk Memorial Park
- George Read Park
- George Wilson Center & Park
- Hidden Valley Park
- Hillside Park
- Iron Glen Park
- Karpinski Park
- Kells Park
- Kershaw Park
- Lewis Park
- Lumbrook Park
- Leroy C. Hill Park
- McKees Park
- Newark Reservoir
- Norma B. Handloff Park

- Olan Thomas Park
- Old Paper Mill Park
- Orville A. Clark Park
- Phillips Park
- Preston's Playground
- Rahway Park
- Ridgewood Glen Park
- Rittenhouse Park
- Stafford Park
- White Chapel Park
- Wm. M. Redd Park
- Charles R. Emerson Pedestrian & Bicycle Bridge

2. SPECIFICATIONS

The work described within these specifications shall consist of furnishing all material, equipment, and labor to design, fabricate and install park signs. Signs will range in size from 3' x 5' in larger parks to 2' X 3' in smaller parks. Some parks will also have dual sided signs. Signs will consist of carved high-density urethane surface. Posts will be aluminum. Signs will be painted with letters and include a digital printed vinyl decal of the City of Newark logo. Final determination of artwork and colors will be approved by the City of Newark prior to fabrication. Posts should be 4" X 4" square aluminum tubes and embedded in ground 24"-30" deep with concrete.

Bids should include the price for one-sided and two-sided signs along with a separate optional price for installation of new signs and removal of old signs.

3. SURFACE PREPARATION

The Contractor shall secure all permits & Miss Utility approvals for installation of signs they will be installing.

Should the need arise to remove any existing plant material at the site, please notify the Parks Superintendent 24 hours prior to removal.

If the City decides to remove and dispose the existing signage, one week's notice is required prior to installation of new signage at each location.

4. INSPECTION

Parks Superintendent Tom Zaleski or his designee shall be the inspector on this project. The

inspector and the Department Director (Joe Spadafino) must be given 72 hours' notice prior to starting work.

Tom Zaleski – 302-366-7000 ext. 4004 (office)
302-561-5017 (cell)
M-F 7:30 a.m. - 3:30 p.m.

Joe Spadafino – 302-366-7000 ext. 1041
M-F 8:30 am – 5:00 p.m.

All materials and workmanship will be subject to final inspection. If, in any way, an item or workmanship fails to meet the terms of the contract, it may be rejected or liquidated damage charges made. The decision of the City will be final and any rejected item, materials or workmanship will have to be replaced or redone at the expense of the bidder/vendor.

5. REMOVAL OF DEBRIS/TRASH

The contractor will be responsible for cleaning up the work site daily and hauling away of all debris at the contractor's expense.

6. PROJECT DEADLINE DATE

All work on park signage shall be completed and site cleaned up no later than Monday, May 31, 2021.

7. ADVERTISEMENT

Bidders may not use the name of the City of Newark in any advertisement or endorsement without first obtaining the written consent from the City of Newark.

8. PROTECTION TO/OF PUBLIC PROPERTY

The contractor shall be strictly responsible for any and all damages or injury of every kind and description, which directly or indirectly may be done to any property or sustained by any persons during the performance of the work.

When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect, or misconduct in the execution of the work, the contractor shall restore, at his own expense, such property to a condition similar or equal

to that which existed before such damage was done by repairing, rebuilding or otherwise restoring as may be directed, or he shall make good such damage or injury in an acceptable manner.

9. PRE-BID MEETING

A pre-bid meeting will take place on Wednesday, January 6, 2021 at 11:00 a.m. at Norma B. Handloff Park (1000 Barksdale Road; Newark, DE 19711).

10. FAMILIARITY WITH PROPOSED WORK

The contractor shall carefully examine the project site, quotation document and specifications and become familiar with the full scope of the work to be completed. The contractor shall not, at any time after the execution of the project, set up any claims whatsoever based upon insufficient data or incorrectly assumed conditions or character of the work to be performed under this contract.

11. WARRANTY

All materials and labor shall be guaranteed in full for one full 12-month period from date of acceptance by the City.

12. PROJECT FUNDING

This project is being funded with Outdoor Recreation, Parks and Trails grant funding and by a grant from the State of Delaware, Division of Parks and Recreation.

13. BIDS

All bids must be submitted on the "Proposal" form provided in this contract document by Tuesday, January 26, 2021.

14. WORK HOURS

Work hours will be from 7am-5pm Monday-Friday. Saturday and Sunday hours will only be allowed if authorized by the Parks Superintendent.

15. STORAGE OF EQUIPMENT/MATERIALS AT JOB SITES

With permission from the Parks Department, the contractor may store/leave materials, supplies, and/or equipment at each job site. However, the City will not assume any responsibility for theft, damage or vandalism to any materials, supplies or equipment left at the job sites.

CITY OF NEWARK
Delaware

CONTRACT NO. 20-13

CITY OF NEWARK PARKS SIGNAGE REPLACEMENTS

PROPOSAL

TO: The Mayor and City Council
 Newark, Delaware

FROM: _____

The undersigned as a lawfully authorized agent for the below named Bidder has carefully examined the General Provisions, Special Provisions, Technical Specifications, and Proposal to be known as Contract No. 20-13 and binds himself upon award to him by the Mayor and City Council of Newark, Delaware to execute in accordance with such award, a contract of which contract this Proposal and said General Provisions and any Addenda shall be a part, and to furnish the equipment as specified F.O.B. Newark, Delaware in a manner that is in complete accordance with said General Provisions, Special Provisions, and Technical Specifications, at the following named prices for the items :

BID PROPOSAL OF CONTRACT NO. 20-13				
COMPANY _____				
ITEM	QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1		3' x 5' SIGN – one sided		
2		3' x 5' SIGN – double sided		
3		2' X 3' SIGN – one sided		

4		2' X 3' SIGN – double sided		
5		INSTALLATION OF 3' x 5' SIGN (PER SIGN)		
6		INSTALLATION OF 2' X 3" SIGN (PER SIGN)		
7		REMOVAL & DISPOSAL OF EXISTING SIGNS		

COMPANY _____

Exceptions: _____

DATE: _____

Bidder/Contractor: _____

BY: _____
 Its legally authorized representative

TITLE: _____

STREET ADDRESS: _____

CITY, STATE, ZIP: _____

CITY OF NEWARK
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BOND TO ACCOMPANY PROPOSAL
(not necessary if certified or cashier's check is used)

KNOW ALL MEN BY THESE PRESENTS THAT _____ of
_____ of the County of _____ and
State of _____, principal, and _____ of
as surety, legally authorized to do business in the State of Delaware, are held and firmly bound
unto the City of Newark in the sum of _____ Dollars, to be paid to said City of Newark
for use and benefit of the Mayor and Council of Newark, for which payment well and truly to be
made, we do bind ourselves, our and each of our heirs, executors, administrators and successors,
jointly and severally, for and in the whole, firmly by these presents. Sealed with our seal dated
the _____ day of _____ in the year of our Lord, two thousand and twenty (2020).

NOW THE CONDITIONS OF THIS OBLIGATIONS IS SUCH, that if the above bounded principal
who has submitted to said City of Newark, a certain proposal to enter into a certain Contract No. 20-
13, City of Newark Parks Signage Replacements, and if said shall well and truly enter into and
executes said contract and furnish therewith such Surety Bond or Bonds as may be required by the
terms of said contract and approved by said City of Newark, said Contract, and said Bond to be
entered into within ten (10) days after the date of official notice of award thereof in accordance with
the terms of said proposal, then this obligation to be void, otherwise shall remain in full force and
virtue.

SIGNED AND SEALED IN THE
PRESENCE OF WITNESS:

SIGNED _____(SEAL)

BY _____(SEAL)

SIGNED _____(SEAL)

BY _____(SEAL)

CITY OF NEWARK
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NON-COLLUSION STATEMENT

Date: _____

City of Newark
Newark, Delaware

This is to certify that the undersigned bidder _____
has not, either directly or indirectly entered into any agreement, participated in any collusion, or
otherwise taken any action in restraint of free competitive bidding in connection with this proposal
submitted to the City of Newark on the _____ day of _____, 20__.

Signature of Bidder: _____

By: _____
Its legally authorized representative

Sworn to and subscribed before me on this _____ day of _____ 20__.

My Commission expires _____

Notary Public