



CITY MANAGER'S OFFICE
CITY OF NEWARK

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

INVITATION TO BID (ITB) TEMPLATE

BIDDER

BID SECURITY

INVITATION TO BID (ITB) NO. 24-02

VFW PARKING LOT RECONSTRUCTION

NOTICE

Do not disassemble. Return intact with
properly completed forms or bid may be rejected.

CITY OF NEWARK
Delaware

INVITATION TO BID NO. 24-02

VFW PARKING LOT RECONSTRUCTION

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PROJECT DRAWINGS

CITY OF NEWARK
Delaware

INVITATION TO BID NO. 24-02

VFW PARKING LOT RECONSTRUCTION

NOTICE OF LETTING

Sealed bids in response to Invitation to Bid No. 24-02, VFW PARKING LOT RECONSTRUCTION will be received by the Purchasing Division (220 South Main Street; Newark, Delaware 19711) until 2:00 p.m., prevailing time on Tuesday, March 5th, and will be publicly opened and read aloud shortly thereafter.

Alternatively, bids may also be emailed in PDF form to the City Purchasing Division at contracts@newark.de.us by the deadline noted above and will be opened after the closing date and time and will be publicly recorded shortly thereafter. The City's preference is a single PDF copy by email in order to keep this process environmentally friendly. Please note that only emails up to 25 MB in size can be accepted.

There will be non-mandatory pre-bid meeting on Wednesday February 14th, at 10:00 A.M. beginning at the VFW building at 100 Veterans Drive, Newark, DE 19711.

All questions/requests for information regarding this Invitation to Bid must be submitted via email to contracts@newark.de.us by 5:00 p.m. on Friday, February 23th to allow staff sufficient time to develop answers to questions deemed appropriate. Please submit all questions/requests for information in bulk (e.g., in a Word document attachment to an email) to limit the total number of emails received.

The Invitation to Bid documents may be obtained from the City website at www.newarkde.gov/bids.

CITY OF NEWARK
Delaware

INVITATION TO BID NO. 24-02

VFW PARKING LOT RECONSTRUCTION

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 in a sealed envelope clearly identified with the bidder's name and marked, "City of Newark – VFW PARKING LOT RECONSTRUCTION". **Bid Documents must be received in the Purchasing Office prior to 2:00 p.m. prevailing time, Tuesday, March 5th.** Each bid so submitted shall constitute an irrevocable offer for a period of thirty (30) calendar days following the bid opening date.

Alternatively, bids may also be emailed in PDF form to the City Purchasing Division at contracts@newark.de.us by the deadline noted above and will be opened immediately after the closing date and time and will be publicly recorded shortly thereafter. Please note that only emails up to 25 MB in size can be accepted—if file sizes are larger than 25 MB, attachments should be broken into multiple emails.

2. **BID SECURITY**

Each bid must be accompanied by a certified check, cashier's check, or bid bond in the amount of ten 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 a bid bond is submitted, the attached "Bond to Accompany Proposal" form must be completed and issued by a surety licensed to operate in the State of Delaware.

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.

3. CONTRACT SURETY BOND

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.

If a warranty is included as part of this Invitation to Bid's scope of work, once the project is substantially complete the surety bond shall be converted into a warranty bond for the term of the warranty. Once substantial completion of the project is reached and approved, City staff shall release any remaining retainage and issue a close out letter to the vendor stating the start date of the warranty period. A copy of the above noted warranty bond shall be provided to the City Purchasing Division no later than thirty (30) days from the receipt of the City's close out letter.

4. 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.

5. AWARDS

The City Manager or designee will 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.

6. BID PRICE

For material purchases, the prices shall include all transportation, delivery preparation, and installation charges for the equipment specified. The bid prices shall be F.O.C. Destination and shall not include federal or state taxes. If applicable, the successful bidder/vendor must furnish the City with the necessary tax exception forms in triplicate upon submission of his invoice.

Any prices quoted are those for which the material will be furnished F.O.B. Destination and include all charges that may be imposed during the period of the contract. Unless otherwise specified and agreed upon by both parties in writing, all material shall be designated F.O.B. Destination and have freight included in quotations.

7. UNIT PRICES

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. The unit price shall include all transportation, delivery, installation and all charges for the goods and services specified in this Invitation to Bid or otherwise by City staff.

8. EQUALS

Where a specific product is specified by catalog or model number, the acceptability of any other "or equal" product shall be subject to the sole judgment of the City of Newark.

9. INQUIRIES/REQUESTS FOR INFORMATION & ADDENDA

All inquiries/requests for information regarding this Invitation to Bid must be submitted via email to contracts@newark.de.us by 5:00p.m. on Friday February 23th. These inquiries will be passed along to relevant staff for their review. Please submit all questions/requests for information in bulk (e.g., in a Word document attachment to an email) to limit the total number of emails received. Any answers deemed necessary will be provided via addendum prior to the bid opening date.

Any changes to the Invitation to Bid documents shall be made by written addendum no later than four (4) calendar days prior to the bid opening date, which may be issued with extensions to the bid submittal date (if necessary) to allow adequate time for review and response. Bidders shall bear the entire responsibility for being sure they have received all such addenda. **The bidder is responsible for submitting a signed letter listing the addenda received for this Invitation to Bid.** All addenda will be posted on the City website at www.newarkde.gov/bids. After the bids have been received, no claim that the bidder did not have complete information will be considered. 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.

10. TIME OF COMPLETION AND LIQUIDATED DAMAGES

Contractor shall commence work on a date to be specified by the City in a written "Notice to Proceed" and to fully complete all work under this contract on or before the noted completion date. Liquidated damages of five hundred dollars (\$500.00) per day may be assessed to the Contractor by the City for each day the contract is extended beyond the completion date. Such damages shall be payable to the City immediately upon notice of a breach of contract completion timelines. Liquidated damages shall not be considered a penalty, but rather a reasonable estimate of the damages that would be suffered by the City in the event of a breach. The City and the contractor shall acknowledge that the actual damages resulting from a breach may be difficult to ascertain and that this provision represents a reasonable estimation of such damages. This provision shall not limit the City's right to pursue any other remedies available under law or equity.

11. CYBER SECURITY RESPONSIBILITIES

- a. The awarded vendor shall, at a minimum, comply with all applicable security-related federal, state, and local laws.
- b. In general, the term "data breach" shall mean a compromise of the security, confidentiality, or integrity of, or the loss of, computerized data or physical documents for the City of Newark that results in, or there is a reasonable basis to conclude results in:
 - i. The unauthorized acquisition of personally identifiable information (PII), or
 - ii. Access to PII that is for an unauthorized purpose, or in excess of authorization.
- c. The term "data breach" does not include any investigative, protective, or intelligence activity of a law enforcement agency of the United States, a State, or a political subdivision of a State, or of an intelligence agency of the United States.
- d. Personally identifiable information (PII) is defined herein as information or data, alone or in combination, that identifies or authenticates a particular individual. Such information or data may include (without limitation): name, date of birth, full address, phone numbers, passwords, PINs, federal or state tax information, biometric data, other unique identification numbers (driver's license numbers, SSNs, etc.), criminal history, citizenship status, medical information, financial information, usernames, answers to security questions, other personal identifiers, and/or information or data that meets the definition ascribed to the term "personal information" under §6809(4) of the Gramm-Leach-Bliley Act or other applicable law of the State of Delaware or any other state.

- e. In the event of a data breach, the vendor shall:
 - i. Notify the City of Newark without unreasonable delay. Such notification is to include the nature of the breach, the number of records potentially affected, and the specific data potentially affected.
 - ii. Take all reasonable and necessary means to mitigate any injury or damage that may arise out of the data breach and shall implement corrective action as determined appropriate by the City. In the event of an emergency, the awarded vendor may take reasonable corrective action to address the emergency prior to City approval (the corrective action will not be considered final until approved by the City, however).
 - iii. Provide the City a preliminary written report detailing the nature, extent, and root cause of any such data breach no later than three (3) business days following notice of the breach.
 - iv. Meet and confer with appropriate City representatives regarding required remedial action in relation to any such data breach without unreasonable delay.
 - v. Reimburse the City for all costs and damages as a result of the data breach, including all costs associated with the investigation, response, and recovery from the data breach.
- f. Notwithstanding any other provision of this Invitation to Bid, there shall be no monetary limitation of the awarded vendor's liability for the vendor's data breach that results in any unauthorized public dissemination of PII.

12. 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:

\$1,000,000 Per Accident
\$1,000,000 Per Illness, Employee
\$1,000,000 Per Illness, Aggregate

The Contractor shall be required to provide Contractors Professional Liability coverage with limits of insurance not less than:

\$1,000,000 Per Claim
\$1,000,000 Per Aggregate

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

\$3,000,000 Each Occurrence
\$3,000,000 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), Pennoni (Engineer), 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.

All Contractors shall provide Contractors Pollution Liability with limits not less than:

Each Claim or Occurrence	\$1,000,000
Annual Aggregate	\$1,000,000

The Contractors Pollution Liability policy shall include coverage for Emergency Response Costs, Contingent Transportation, Non-Owned Disposal Sites, and Natural

Resource Damage. If coverage is written on a claims-made basis, an Extended Reporting Period, or tail coverage, shall be provided for two (2) years following completion of the insured's services. In the alternative, the Contractors Pollution Liability policy shall be renewed for not less than two years following completion. The policy retroactive date shall be no later than the effective date of the Agreement.

- c. A copy of the Certificate of Insurance must accompany each bid. The Contractor shall ensure that all insurances required remain valid for the entire term of the contract, inclusive of any term extension(s) and retroactive if claim is made afterward. 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.

13. APPROVAL

The contractor shall receive approval in writing from the City before ordering any material for work to be done under this contract.

14. STANDARDS AND WARRANTY OF TITLE

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 the 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 shall 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.

15. GUARANTEE

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

- a. Against all faulty or imperfect materials and against all imperfect, careless, and/or unskilled workmanship.
- b. 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.
- c. 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 used or to be used in the construction, performance and completion of the work or any part thereof.
- d. 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.

16. EEO AND LICENSING

The contractor shall be licensed to do business in the State of Delaware and shall be registered as a contractor in the City of Newark and possess all other required licenses. The contractor shall also be a fair and equal opportunity employer.

17. PREFERENCE FOR DELAWARE LABOR

According to State law, any person, company or corporation who violates the requirements of Title 29, Section 6962, of the Delaware Code 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.

18. PREVAILING WAGES

The work to be done under this street improvement contract is partially funded by the State of Delaware or Federal Government. Please review the prevailing wage section of this ITB for more information.

19. VENDOR REQUIREMENTS FOR FEDERALLY FUNDED PROJECTS

If this ITB is funded through the State Revolving Loan Fund, a federal grant, or any other federal funding, the awarded vendor and subcontractors must be registered at www.sam.gov before contract agreements are signed. The awarded vendor and subcontractors must also show proof of SAM registration and good standing through the SAM portal before contract agreements are signed. SAM (System for Award Management) is the primary supplier database for the U.S. Federal Government.

The City of Newark shall not conduct business with vendors that are debarred or otherwise flagged/blacklisted if the project is funded using federal money. If a vendor or subcontractors are determined to be debarred at any point during the term of a contract, this will be seen as grounds for termination of the contract, and potentially grounds for termination from other contracts held with the City, if any.

20. NONCOLLUSION

The bidder 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 this contract.

21. EXCEPTIONS & OMISSIONS

Any and all exceptions which are taken to the specifications and terms and conditions outlined herein shall be noted in the space provided on the proposal form. The listing of any exception may be grounds for rejection of a bid.

Further, the bidder recognizes that the City of Newark is not in the business of preparing specifications, and any omissions in this ITB/RFP must be strictly addressed by the firm with the submittal of its proposal.

22. INCREASE AND/OR REDUCTION OF ESTIMATED QUANTITIES

- a. The contractor's attention is directed to the fact that the quantities indicated in this contract are approximate and may be increased or decreased by the engineer. An increase or a reduction in these quantities will in no way alter the unit prices bid by or paid to the contractor.
- b. The City shall also have the right to delete any portion of this contract or to update specific quantities as needed. Regardless of any changes, deletions, or additions authorized by the City, all work done or purchases made under this contract shall be based on the unit prices stipulated by the contractor in his proposal.

23. PAYMENT

No invoice will be processed for payment until the goods and/or services have been delivered and verification is made that the specifications under this contract have been met. Progress payments, when requested, will be evaluated and approved for payment based on work completed to date. If applicable, upon written request from the Contractor, payment for material stored on site may be made at 50% of the material's invoice price; full payment will be made after the material is installed. Payment for all services complete or goods received will be made within thirty (30) days of final acceptance by the City.

The City of Newark will not disperse payment to any vendor via paper check. As such, all bidders acknowledge that electronic fund transfer (EFT) payments are acceptable. The successful bidder will be required to submit EFT payment information to the City at the time of contract execution.

24. BASIS OF PAYMENT

Payment for these items shall be included in the unit prices for each item as described in the Proposal. All other items, methods, and materials necessary to complete the work as described above shall be incidental to the bid item the work is being completed under.

25. RETAINAGE

The City will retain 5% of the progress payments until such time as the project is complete and accepted by the City.

26. RELEASE OF LIENS

The Contractor is required to provide documentation stating that all liens filed against the Contractor have been paid before the final 5% retainage is released to the Contractor.

27. ADVERTISEMENT

It is further agreed that any bidder/contractor submitting bids will not use the name of the City in any advertisement without first obtaining the written consent of the City Manager or their designee. All such requests should be submitted in writing to contracts@newark.de.us.

28. CONTRACTOR'S UNDERSTANDING

It is understood and agreed that the contractor has, by careful examination, satisfied himself as to the nature and location of the work, the conformation of the ground; the character, quality and quantity of the material which will be required; the character of equipment needed preliminary to and during the prosecution of the work; the general and local conditions; all permit restrictions and conditions; and all other matters which can in any way affect the work under this contract. No verbal agreement or conversation with any officer, agent, or employee of the City of Newark, either before or after the execution of this contract, shall affect or modify any of the terms or obligations herein contained.

29. LIST OF SUBCONTRACTORS' CERTIFICATION

- a. Each bidder shall execute and submit with his bid, on the form provided herein, a list of subcontractors, including complete names and addresses, whose services the bidder intends to use in performing all work under the contract. Bids submitted without such a list, or with a list not completely or properly executed, are subject to rejection.
- b. Each bidder is required to notify all subcontractors that they are obligated to comply with the provisions of Federal and State law as they pertain to this project, and that they must submit evidence of such compliance upon notice or request. The bidder shall certify his compliance with this requirement on the list of subcontractors.
- c. After the contract has been awarded, the successful bidder shall not substitute another subcontractor for any subcontractor whose name was set forth on the list of subcontractors which accompanied his bid, without the written consent of the City.

30. INDEMNIFICATION

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 of patent, by the contractor, its officers, agents, employees or subcontractors, in the performance of the contracted agreement.

31. 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.

32. INTENT OF SPECIFICATIONS

It shall be the Contractor's responsibility to furnish the goods and services specifically indicated in the scope of work and specifications and such other as may be required to meet the intent of the specifications, drawings, or as may be necessary to provide the operation intended by the City.

33. FAMILIARITY WITH PROPOSED WORK

A complete understanding of the conditions as they exist is required by careful personal examination of the work at the site. Each contractor bidding must completely satisfy himself as to the exact nature and existing conditions of the work area. The contractor also shall carefully examine the plans, specifications, and the contract forms for the work contemplated. Failure to do so will not relieve the successful contractor of his obligation to carry out the provisions of the contract.

The contractor shall not, at any time after the execution of the contract, set up any claims whatsoever based upon insufficient data or incorrectly assumed conditions, nor shall claim any misunderstanding in regard to the nature, conditions or character of the work to be done under this contract, and shall assume all risks resulting from any change in the conditions which may occur during the progress of the work.

The Contractor is solely responsible to identify, obtain, and pay for all required permits, licenses, and approvals required by any and all State, local, or Federal authorities or governmental agencies to complete the Work.

34. FINAL INSPECTION

All delivered goods and services will be subject to inspection by the City of Newark, Delaware. If in any way an item 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 items or materials will have to be replaced at the expense of the vendor.

35. OWNERSHIP OF MATERIAL

All documents prepared and submitted pursuant to this ITB shall be 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.

36. REGULATIONS AND EXCEPTIONS

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.

37. RESTORATION OF DISTURBED AREAS AND CLEAN UP

Upon completion of the work, all related work, such as lawns, curbs, sidewalks, fences, shrubbery, and driveways that have been disturbed shall be restored to their original condition and in accordance with City of Newark Standards and Specifications. The area shall be cleared of all tools, equipment and refuse resulting from the project. The contractor shall, at the end of each day, leave the areas in which he has worked, free of debris and safely secure his material and equipment.

38. DEBRIS COLLECTION AND DISPOSAL

The Contractor is responsible for collection, removal, transport, and lawful disposal of construction debris and or materials.

39. INSPECTION OF MATERIAL AND WORK

- a. Workmanship shall be of good quality and all work and material shall be at all times subject to the inspection of the City of Newark or their duly authorized representatives. The Contractor shall provide reasonable and necessary facilities for such inspection. If required by the City of Newark, the contractor shall take down or uncover portions of the finished work.
- b. The Contractor agrees that in case any of the material or work, or both, shall be rejected as defective or unsuitable by the city, material and the work shall be done again immediately to the satisfaction and approval of the city at the cost and expense of the Contractor.
- c. Any omission or failure on the part of the City of Newark or inspectors to disapprove or reject any defective work or materials shall not be construed to be an acceptance of any defective work or material.
- d. In case the City should not consider the defect of sufficient importance to require the contractor to replace any imperfect work or materials, the City shall have the power to make an equitable deduction from the stipulated price.
- e. Neither the inspection nor supervision of the work, nor the presence or absence of an

inspector shall relieve the contractor of any of his obligations under the contract or of making his work conform to the specifications.

40. FORCE MAJEURE OCCURRENCE

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.

41. SEVERABILITY

If any provision of this contract (general, special, technical, or other) shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

42. BIDDER’S QUALIFICATIONS

No contract will be awarded to any bidder who in the judgment of the City is not a responsible or fit bidder, or is not prepared with all the necessary experience, capital, organization, and equipment to conduct and complete the work for which the bidder proposes on the proposal form.

43. SAFETY REQUIREMENTS

The Contractor shall comply with the requirements and standards of the Occupational Safety and Health Act (OSHA) and all other state and local laws, ordinances, and codes governing all work associated with the executed contract.

44. REFERENCES

Bidders must provide two (2) business references consisting of current or previous (within the last calendar year) customers where similar services are/were provided.

45. ITEMS TO BE EXECUTED AND SUBMITTED WITH BID

Bidders are notified that the proposal, insurance documentation, and bid security must be executed and completed in full and submitted with the bid at the time of bidding, or bid may be subject to rejection.

The bidder shall submit the following with the bid:

- a. Proposal
- b. Executed Bid Bond or Cashier's Check
- c. Acknowledgement of Addendum(a)
- d. www.sam.gov information
- e. Exceptions or qualifications to the ITB documents
- f. List of subcontractors
- g. References
- h. Non-collusion statement

46. ITEMS TO BE SUBMITTED WITH SIGNED CONTRACT

- a. Performance/surety bond
- b. Insurance documentation showing required coverages and the City of Newark as the certificate holder

CITY OF NEWARK
Delaware

INVITATION TO BID NO. 24-02

VFW PARKING LOT RECONSTRUCTION

SCOPE OF WORK

1. SCOPE OF WORK

The project includes the Base Bid. The scope consists of a mill and overlay of the existing VFW parking lot, base repair, full depth pavement, stripping, and relocation of roof drain discharges.

The drawings and specifications further define the scope of work. The Contractor shall furnish all required equipment, materials, and labor necessary for completion of the work described herein.

2. LOCATION

The project is located at 100 Veterans Dr, Newark, Delaware 19711.

3. PERMITS, CERTIFICATIONS, LAWS, AND ORDINANCES

The Contractor shall perform the work in accordance with all local, state, and federal laws and ordinances.

The Contractor is required to have or obtain a City contractor's license and State of Delaware business license prior to starting the work. The Contractor is required to obtain any permits required for completion of the work. The fees for City of Newark permits, if applicable, will be waived.

4. COORDINATION

- a. Contractor shall coordinate construction operations with those of other contractors and entities to ensure efficient and orderly installation of each part of the Work. Contractor shall coordinate its operations with operations that depend on each other for proper installation, connection, and operation.
- b. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
- c. Coordinate removal of different components to ensure maximum performance and

accessibility for required maintenance, service, and repair.

5. SUBMITTALS

The Contractor shall submit an electronic copy of each submittal for review and approval by the Owner. Provide submittals in accordance with specifications. For scheduling purposes, the Contractor shall allow for a ten (10) business day review time by the Owner. Comments and Approvals will be returned in a digital format. The Contractor shall provide, at minimum, all submittals identified in the specifications. Each shop drawing shall contain only one work item and shall be consecutively numbered before submission. Additional submittals may be requested at the discretion of the Owner.

6. RESTORATION

The Contractor is responsible to restore all disturbed areas to original or better condition and remove all debris, residuals, trash, and excess materials from the sites.

7. SECURITY AND SITE ACCESS

The work area is on the privately-owned property of the Lt. J O'Daniel VFW Post 475. The Contractor is responsible to establish a laydown area and for the security of the equipment and materials related to the work. The laydown area must be approved by the City before construction activities can begin. The Contractor must provide sanitary facilities on site for the duration of the project. The Contractor is responsible for security of his equipment and materials related to the work. The Contractor is responsible for maintaining the work site in a safe and orderly manner.

Prior to mobilization, the Contractor shall take a pre-construction video or photographs of any such areas to be used for access, staging, or work during the project and submit to the Owner. Video or photographs shall be used to document any existing damage or deteriorated conditions.

It shall be the responsibility of the Contractor to obtain permission from any neighboring property owner if said Contractor finds it necessary to enter upon or use in any manner the property of any neighbor for the expedition of the Contractor's work.

The Contractor is responsible for coordinating fire lane striping work located within the municipal lot with the City of Newark.

8. WORK RESTRICTIONS

- a. Comply with limitations on use of public streets and with other requirements of authorities having jurisdiction.

- b. On-Site Work Hours: Limit work at the site to normal business working hours of 7:00 a.m. to 5:00 p.m., Monday through Friday, unless otherwise indicated or approved by City of Newark.
- c. Any and all work within a DelDOT right-of-way shall be in accordance with DelDOT work restrictions and traffic control requirements which may require nighttime work activity inside the right-of-way when impacting the travel lanes.
- d. Weekend Hours: Weekend hours must be approved by the City. Contractor must submit request to work on weekends at least five (5) business days in advance of the projected work date.
- e. Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after providing temporary utility services according to requirements indicated:
 - Notify Owner not less than five (5) days in advance of proposed utility interruptions.
 - Obtain Owner's written permission before proceeding with utility interruptions.
- f. Noise, Vibration, and Odors: Coordinate operations that may result in high levels of noise and vibration, odors, or other disruption with Owner.
 - Notify Owner not less than two (2) days in advance of proposed disruptive operations.
 - Obtain Owner's written permission before proceeding with disruptive operations.
- g. Controlled Substances: Use of tobacco products and other controlled substances on Project sites is not permitted. See Office of Management and Budget – Drug Testing Requirements for further information regarding controlled substances.
- h. Contractor shall have contaminant spill response equipment readily available on-site during construction activity.

9. SITE CONSTRUCTION AND EXISTING UTILITIES

- a. The Contractor is responsible to account for and consider existing site conditions and existing utilities. Prior to starting any work, the Contractor shall contact Miss Utility of Delmarva at 1-800-282-8555 or 811 for a utility mark out. The Contractor is responsible for locating and protecting existing utilities for the duration of the work.
- b. The failure to show on the contract drawings any existing utilities shall not relieve the contractor of his responsibility in determining the locations of utilities.

- c. Any damage done to existing utility lines, services, poles, and structures shall be repaired or replaced by the Contractor at his own expense. The Contractor shall notify all possible owners of utilities in the areas where work is to be done and the schedule and extent of such work.

10. EXAMINATION OF SITE, DRAWINGS, ETC.

Before submitting proposals, bidders shall inform themselves fully of the nature of the work by a personal examination of the site and the drawings and by such other means as they may prefer or consider necessary, as to matters, conditions and considerations bearing on or in any way affecting the preparation of their proposals and the contract. They shall not, at any time after submission of the proposal, dispute the accuracy of such drawings or the specifications and the general conditions nor assert that there is any misunderstanding in regard to the location, extent or nature of the work to be performed.

11. STARTING DATE, SEQUENCE OF CONSTRUCTION & COMPLETION DEADLINE

The starting date of this contract will be as specified by the City in a written "Notice to Proceed." A preconstruction meeting shall be scheduled to finalize the sequence of construction. The final decision as to sequence of construction shall be that of the Owner.

12. SUPERVISION OF WORK AND COORDINATION

The Contractor shall supervise the work and shall secure full cooperation of all subcontractors, if any, to complete the work with a minimum interference from the operating personnel of the Owner.

13. COORDINATION WITH THE OWNER

The Contractor shall coordinate all activities with the City including, but not limited to, traffic control, requests for system shutdowns, and inspections. The Contractor shall provide the City with reasonable time to respond to requests for information and for coordination.

14. INSPECTION OF MATERIAL AND WORK

- a. Workmanship shall be of good quality and all work and material shall be at all times subject to the inspection of the City of Newark or their duly authorized representatives. The Contractor shall provide reasonable and necessary facilities for such inspection. If required by the City, the Contractor shall take down or uncover portions of the finished work.
- b. The Contractor agrees that in the event that any of the material or work, or both, shall be rejected as defective or unsuitable by the City, the material shall be replaced, and the work shall be done again immediately to the satisfaction and approval of the City at the

cost and expense of the Contractor.

- c. Any omission or failure on the part of the City of Newark or its inspectors to disapprove or reject any defective work or materials shall not be construed to be acceptance of any defective work or material.
- d. Contractor and City Inspector must agree on additional work required outside of the contract documents. A daily time and material log for all additional work shall be supplied by the Contractor and signed by the City Inspector.

15. PROTECTION TO PUBLIC AND PROPERTY

- a. The Contractor shall insure protective measures to the general public and to occupants of property along and adjacent to the work area.
- b. The Contractor is responsible for any and all damage or injury of any kind which directly or indirectly may be done to any property or sustained by any persons during the execution of the work.
- c. If 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 existing before such damage or injury 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.

16. SAFETY PRECAUTIONS

- a. The Contractor shall execute work under this contract with the utmost concern for the safety of the general public. All areas worked upon and subject to travel by the public shall be identified with the proper warning indicators and signs during the working period. Upon completion of the contract or when such areas are reopened to public travel, they shall be rendered in a safe condition using either temporary or permanent repair material as the case may be. No private driveway shall be blocked or closed without the property owner being notified and obtaining their agreement.
- b. Streets, roads, and driveways used by the Contractor for access to and from the work site shall be protected from damage in excess of that caused by the normal traffic of vehicles used for or in connection with construction work. Any such damage done shall be repaired immediately and left in good condition at the end of the construction period and shall be repaired at the Contractor's expense.

17. RIGHT-OF-WAY

All operations shall be confined to the assigned work area. The City will provide no right-of-way over other properties. The Contractor shall take every precaution to minimize the inconvenience to the owners or tenants of adjacent property. Public roads shall not be obstructed in such a way as to cut off traffic. The Contractor shall, at his own expense, repair

any damage or injury to either public or private property during the progress of the work.

18. TRAFFIC CONTROL AND ROAD SIGNS

- a. The Contractor shall be responsible for traffic control for the duration of the project, as needed, and shall coordinate traffic control plans and obtain necessary permits from the Owner for work on city-owned roads. The Contractor shall be responsible for removal and re-installation of all signs in the work area. Signs necessary for the safe movement of traffic shall be maintained in operation during construction. Any other signs shall be properly stored by the Contractor, who shall be responsible for them. All signage shall comply with the current Manual on Uniform Traffic Control Devices (MUTCD).
- b. The Contractor shall provide notice to the City seven (7) calendar days in advance of any planned road or entrance closure. All closures shall be at the discretion of the City.

19. EXCAVATED MATERIAL

It shall be the responsibility of the Contractor to dispose of all excavated material which, in the opinion of the City, is unsatisfactory for backfill or fill. The cost of this disposal shall be borne by the Contractor.

20. DUST CONTROL/EROSION AND SEDIMENT CONTROL

It shall be the responsibility of the Contractor to handle dust control on this project and necessary erosion and sediment controls required by the City and State, including, but not limited to, compost filter socks. The City Inspector shall make the final determination on necessary measures.

21. WATER SUPPLY

The Contractor shall not use City fire hydrants without permission and advance notice. The Contractor shall schedule and perform work in a manner that minimizes disruption of water service to City of Newark customers. The Contractor shall not operate any water valves unless permission in writing is granted by the City.

22. JOB SITE MAINTENANCE, RESTORATION AND CLEANUP

The Contractor is responsible to restore all disturbed areas to original or better condition and remove all debris, residuals, trash, and excess materials from the site. The Contractor is required to keep the work area clean during construction and remove trash as it accumulates. Roads shall be kept clean and free of mud, debris, and dirt. At the direction of the City Inspector, the Contractor is responsible for the cost of street sweeping and maintenance required for upkeep of clean road surfaces.

23. PROJECT MEETINGS

Progress meetings shall be scheduled and held monthly during construction and shall be facilitated by the City or the City's representative.

24. DRAWINGS

Project Drawings are included as an attachment.

25. BID ITEMS

Bidders must provide prices on the Proposal form including all adjustment bid items. The Owner reserves the right to delete from the Contract one or more items listed and the right to add or subtract from the quantity of each item. The total price to be paid will be adjusted in accordance with the Contractor's unit prices as required below. There will be no extra compensation or increase in unit prices in the Proposal if such additions and/or deletions are made to quantities.

26. AS-BUILT DRAWINGS

The Contractor shall submit field sketch as-built plans of all installed items.

27. BASIS OF PAYMENT

Payment for these items shall be included in the unit prices for each item as described in the Proposal. All other items, methods, and materials necessary to complete the work as described below shall be incidental to the bid item the work is being completed under.

Application and Certification for Payment shall be made on proper AIA Documents.

28. METHOD OF MEASUREMENT AND INCIDENTALS DETERMINATION

Payment for the material furnished and work done under this contract will be made as stipulated herein for the amount of materials supplied and work done under authorization of the City and in accordance with actual measurements; and the Contractor shall not be entitled to receive additional compensation for anything else furnished or done, except for such extra work as shall be required by a written change order issued and approved by the City.

It is intended that all work shown on the contract drawings and included in the specifications is to be paid for under the items listed in the proposal form. The absence from the proposal form of bid items specifically described in the Standard Specifications or shown on the drawings shall be interpreted as meaning that the cost of such work contemplated by the

contract documents shall be included in the prices bid for related items for which quantities have been established.

All work shall be paid based on the methods of Measurement and Payment Provisions in the Standard Specifications except as otherwise noted herein.

The item numbers referenced in this contract relate to the Construction Details outlined in the Standard Specifications.

The Contractor shall prepare a monthly Application and Certification for Payment of the total amount of work completed on the contract. For the purpose of arriving at a basis for monthly payment, the Contractor shall submit an invoice for work performed during the preceding month, with a breakdown of the work performed and the unit prices for the various items included in the proposal.

In accordance with Title 29, Section 6962 of the Delaware Code, the City shall retain five percent (5%) of the funds to be paid to the Contractor during the contract until completion and final acceptance of all work by the City.

Unless otherwise specifically specified herein, the measurement of payment shall be for the installation of the materials listed in the proposal in accordance with the unit described as Each (EA), Linear Foot (LF), Square Yard (SY), Ton (TN), etc. All incidental work and costs associated with the Bid Item shall be included in the Contractor's unit price for each bid item.

Bid Item Descriptions:

BASE BID:

1. **Mobilization/Demobilization:** This lump sum bid item includes, but is not limited to, bonding, insurance, shop drawings, meetings, construction stakeout, pre-construction video, utility locating, staging, movement of equipment, site maintenance, erosion and sedimentation pollution control, site clean-up, replacement of any damaged property, and lawn and site restoration. Payment will be scheduled as follows: fifty (50) percent upon issuance of Notice to Proceed and the balance upon completion of the project. Maximum allowable percentage for this bid item is 10% of the total bid.
2. **Pavement Milling:** Work under this item includes all labor, equipment, tools, disposal costs, and incidentals necessary to complete the scope of work shown on the contract drawings and described in this specification. Payment for this item will be as a unit price. Mill or plane bituminous concrete to a 2-inch depth as specified in accordance with contract documents and the latest edition of DelDOT's Standard Specifications for Road and Bridge Construction. Remove and dispose of recovered

milling materials. The construction methods for Pavement Milling shall conform to Section 760 of the latest edition of DelDOT's Standard Specifications for Road and Bridge Construction. The number of square yards of Pavement Milling to be paid for under this section shall be the square yards milled, removed, and disposed. The square yards measured as provided above, shall be paid for at the contract unit price bid per square yard for this item which price and payment shall constitute full compensation for all labor, equipment, tools, and incidentals necessary to complete the work.

3. 6" Graded Aggregate Base Course (GABC): Work under this item includes all labor, equipment, tools, disposal costs, and incidentals necessary to complete the scope of work shown on the contract drawings and described in this specification. Payment for this item will be as a unit price. GABC shall include unclassified excavation and disposal of excavated materials, furnishing, placing and compacting of GABC on a prepared subgrade for locations of full depth pavement. Subgrade must be compacted to at least 95% compaction on a modified proctor. Graded Aggregate Base Course shall conform to the material and construction method requirements in Section 301 of the latest edition of DelDOT's Standard Specifications for Road and Bridge Construction and the plan details. The number of tons of GABC to be paid for under this section shall be the tons furnished, graded, and compacted during the performance of work as directed by the Owner or Engineer that are not paid under other bid items. Price and payment shall be full compensation for furnishing all labor, equipment, materials, and proof rolling necessary to complete the work.
4. Superpave Type C, 115 Gyrations, PG 64-22 2" Depth: Work under this item includes all labor, equipment, tools, disposal costs, and incidentals necessary to complete the scope of work shown on the contract drawings and described in this specification. Payment for this item will be as a unit price. Superpave Type C shall consist of furnishing and installing Superpave Type C hot-mix, hot-laid bituminous concrete at 2" compacted depth in accordance with DelDOT Specifications and in conformity with lines and grades of the existing asphalt. The materials and construction methods shall conform to the material and construction requirements in Section 401 of the latest edition of DelDOT's Standard Specifications for Road and Bridge Construction and the cross-section shown on the plans for Superpave Type C. This item includes tack coat and edge sealant at pavement joints and curb faces. Materials for tack coat shall conform to Section 810 of the Standard Specifications.

The number of square yards of Superpave Type C to be paid for under this section shall be the square yards furnished, graded, compacted, and accepted including bituminous asphalt tack coat.

5. Superpave BCBC, 115 Gyrations, PG 64-22 4" Depth: Work under this item includes

all labor, equipment, tools, disposal costs, and incidentals necessary to complete the scope of work shown on the contract drawings and described in this specification. Payment for this item will be as a unit price. Superpave BCBC shall consist of furnishing and installing Superpave BCBC hot-mix, hot-laid bituminous concrete at 4" compacted depth in accordance with DelDOT Specifications and in conformity with lines and grades of the existing asphalt. The materials and construction methods shall conform to the material and construction requirements in Section 401 of the latest edition of DelDOT's Standard Specifications for Road and Bridge Construction and the cross-section shown on the plans for Superpave BCBC. This item includes tack coat and edge sealant at pavement joints and curb faces. Materials for tack coat shall conform to Section 810 of the Standard Specifications.

The number of square yards of Superpave BCBC to be paid for under this section shall be the square yards of furnished, graded, compacted, and accepted including bituminous asphalt tack coat in locations of new full depth pavement.

6. Bituminous Pavement Leveling Course, Type C: Work under this item includes all labor, equipment, tools, disposal costs, and incidentals necessary to complete the scope of work shown on the contract drawings and described in this specification. Payment for this item will be as a unit price. Description: This work consists of furnishing and placing a Superpave hot-mix, type C, leveling/scratch course, at locations approved and/or directed by the Engineer. Materials and Execution: The Superpave Type C hot-mix used for leveling shall have the same gyrations and asphalt performance grade requirements as the lift to be placed immediately above it. A maximum nominal aggregate size of 4.75 mm shall be used for the leveling course. Construction methods shall be in accordance with Section 401 of the Standard Specifications and the Superpave hot-mix specifications found elsewhere in these Special Provisions. Leveling course shall be placed as directed by the Engineer. Method of Measurement and Basis of Payment: The method of measurement and basis of payment shall be per ton as directed, completed, and accepted.
7. 6" Graded Aggregate Base Course (GABC) Repair: Work under this item includes all labor, equipment, tools, disposal costs, and incidentals necessary to complete the scope of work shown on the contract drawings and described in this specification. Payment for this item will be as a unit price. GABC shall include unclassified excavation and disposal of excavated materials, furnishing, placing and compacting of GABC on a prepared subgrade for locations of GABC repair. Subgrade must be compacted to at least 95% compaction on a modified proctor. Graded Aggregate Base Course shall conform to the material and construction method requirements in Section 301 of the latest edition of DelDOT's Standard Specifications for Road and Bridge Construction and the plan details. The number of tons of GABC to be paid for under this section shall be the tons furnished, graded, and compacted during the performance of work as directed by the Owner or Engineer that are not paid under

other bid items. Price and payment shall be full compensation for furnishing all labor, equipment, materials, and proof rolling necessary to complete the work.

8. Superpave BCBC Repair, 115 Gyration, PG 64-22: Work under this item includes all labor, equipment, tools, disposal costs, and incidentals necessary to complete the scope of work shown on the contract drawings and described in this specification. Payment for this item will be as a unit price. Superpave BCBC Repair shall consist of removal of existing base and subbase material to a depth of 4 inches below the milled pavement surface and furnishing and installing Superpave BCBC hot-mix, hot-laid bituminous concrete at 4-inch compacted depth in accordance with DelDOT Specifications and in conformity with lines and grades of the asphalt and the cross-section shown on the plans. Superpave BCBC locations will be identified and directed by the Engineer following Pavement Milling. The materials and construction methods shall conform to the material and construction requirements in Section 401 of the latest edition of DelDOT's Standard Specifications for Road and Bridge Construction and the cross-section shown on the plans for Superpave BCBC. The number of square yards of Superpave BCBC Repair to be paid for under this section shall be the square yards furnished, graded, compacted, and accepted including bituminous asphalt tack coat.
9. Integral PCC Curb and Gutter: Price and payment shall be full compensation for furnishing and installing integral PCC curb and gutter, including saw cutting and removal of existing curb, unclassified excavation and disposal of excavated materials, furnishing and installing all materials in the curb section, forming, finishing, and protection of the concrete, compaction, installing control, expansion, and contraction joints, shop drawings, and all other appurtenant labor, work, supervision, tools, equipment, materials, and all other items incidental thereto. Also included is full depth pavement restoration (6" GABC, 4" BCBC, and 2" Type C wearing course) and joint sealing for any disturbed areas of the roadway or access drive. This item is measured and paid per linear feet of integral PCC curb installed.
10. Epoxy Pavement Markings: Work under this item includes all labor, equipment, tools, and incidentals necessary to complete the scope of work shown on the contract drawings and described in this specification. Payment for this item will be as a lump sum price. Pavement Markings shall be applied using acceptable furnished materials in colors meeting the requirements for parking areas, including accessibility parking space marking, parking space striping, no parking area, lane line, crosswalk striping, and "NO PARKING" and "FIRE LANE" lettering. This work consists of reflective pavement markings. The Contractor shall furnish the epoxy; maintenance of traffic; and all labor, equipment and incidentals necessary to apply pavement markings in a safe and efficient manner. The materials and construction methods shall conform to the material and construction requirements in Section 1071 of the latest edition of DelDOT's Standard Specifications for Road and Bridge

Construction and the details shown on the plans. This item will not be measured but will be paid for at the contract lump sum price bid for Epoxy Pavement Marking. The price and payment shall constitute full compensation for all materials, labor, equipment, tools, and incidentals necessary to complete the work.

The 4" single yellow stripe and yellow fire lane pavement markings located in the municipal parking lot are included in this lump sum price for epoxy pavement markings.

11. Jet Clean Existing Pipe and Reset Inlet Top: Work under this item includes all labor, equipment, tools, and incidentals necessary to complete the scope of work shown on the contract drawings and described in this specification. Payment for this item will be as a lump sum price. This item will not be measured but will be paid for at the contract lump sum price bid for Jet Clean Existing Pipe and Reset Inlet Top. The price and payment shall constitute full compensation for all materials, labor, equipment, tools, and incidentals necessary to complete the work.
12. Reset Roof Drains: Work under this item includes all labor, equipment, tools, and incidentals necessary to complete the scope of work shown on the contract drawings and described in this specification. Payment for this item will be as a lump sum price. Roof drain resetting shall include unclassified excavation and disposal of excavated materials, filling, and cutting and replacing existing piping to the minimal extent for drain piping to discharge at top of grade and pipe replacement. Pipe size and material shall match the existing roof drain size and material. This item will not be measured but will be paid for at the contract lump sum price bid for Reset Roof Drains. The price and payment shall constitute full compensation for all materials, labor, equipment, tools, and incidentals necessary to complete the work.
13. ADA Parking Sign with Bollard: Work under this item includes all labor, equipment, tools, and incidentals necessary to complete the scope of work shown on the contract drawings and described in this specification. Payment for this item will be as a unit bid price for each ADA parking sign with bollard installed.
14. Wheel Stops: Work under this item includes all labor, equipment, tools, and incidentals necessary to complete the scope of work shown on the contract drawings and described in this specification. Payment for this item will be as a lump sum price. Wheel stops shall include removal of the existing wheel stop for repaving and reinstallation of wheel stop once repaving is completed. In addition, this item includes acquiring and installing five (5) additional wheel stops. Installed and reinstalled wheel stops shall be pinned into pavement. This item will not be measured but will be paid for at the contract lump sum price bid for wheel stops.

15. Miscellaneous Excavation and Backfill: Price and payment shall be full compensation for furnishing all labor, equipment, unclassified excavation, protection of existing utilities, provision of GABC or #57 stone, backfill, compaction, sheeting and shoring, dewatering, disposal of all excess excavated materials, and all other appurtenant labor, work, supervision, tools, equipment, materials, and all other items incidental thereto **beyond the contract depths and limits as directed by the Engineer and not paid under other bid items**. This item is measured per cubic yard.

29. AVAILABLE BACKGROUND INFORMATION

Maps, photographs, and other documents provided herein form a part of this Bid Specification to the extent referenced and provide detailed information about the Project Location, and existing conditions of the site(s). The documentation is provided for informational purposes only and for the sole use of the Contractor. The City makes no claims as to the correctness or accuracy of the data provided therein. The Contractor shall review and determine for themselves the correctness and accuracy of the information before incorporating and relying on the prior work as part of their work product to the City.

CITY OF NEWARK
Delaware

INVITATION TO BID NO. 24-02

VFW PARKING LOT RECONSTRUCTION

TECHNICAL SPECIFICATION

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SECTION 01 33 00 - SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes requirements for the submittal schedule and administrative and procedural requirements for submitting Shop Drawings, Product Data, Samples, and other submittals.
- B. Related Requirements:
 - 1. Section 01 78 23 "Operation and Maintenance Data" for submitting operation and maintenance manuals.
 - 2. Section 01 78 39 "Project Record Documents" for submitting record Drawings, record Specifications, and record Product Data.
 - 3. Section 01 79 00 "Demonstration and Training" for submitting video recordings of demonstration of equipment and training of Owner's personnel.

1.3 DEFINITIONS

- A. Action Submittals: Written and graphic information and physical samples that require Owner's responsive action. Action submittals are those submittals indicated in individual Specification Sections as "action submittals."
- B. Informational Submittals: Written and graphic information and physical samples that do not require Owner's responsive action. Submittals may be rejected for not complying with requirements. Informational submittals are those submittals indicated in individual Specification Sections as "informational submittals."
- C. Portable Document Format (PDF): An open standard file format licensed by Adobe Systems used for representing documents in a device-independent and display resolution-independent fixed-layout document format.

1.4 ACTION SUBMITTALS

- A. Submittal Schedule: Submit a schedule of submittals, arranged in chronological order by dates required by construction schedule. Include time required for review, ordering, manufacturing, fabrication, and delivery when establishing dates. Include additional time required for making

corrections or revisions to submittals noted by Owner and additional time for handling and reviewing submittals required by those corrections.

1. Coordinate submittal schedule with list of subcontracts, the schedule of values, and Contractor's construction schedule.
2. Initial Submittal: Submit concurrently with startup construction schedule. Include submittals required during the first 60 days of construction. List those submittals required to maintain orderly progress of the Work and those required early because of long lead time for manufacture or fabrication.
3. Final Submittal: Submit concurrently with the first complete submittal of Contractor's construction schedule.
 - a. Submit revised submittal schedule to reflect changes in status and timing for submittals.
4. Format: Arrange the following information in a tabular format:
 - a. Scheduled date for first submittal.
 - b. Specification Section number and title.
 - c. Submittal Category: Action; informational.
 - d. Name of subcontractor.
 - e. Description of the Work covered.
 - f. Scheduled date for Owner's final release or approval.
 - g. Scheduled date of fabrication.

1.5 SUBMITTAL ADMINISTRATIVE REQUIREMENTS

- A. Owner's Digital Data Files: Electronic digital data files of the Contract Drawings will **not** be provided by Owner for Contractor's use in preparing submittals.
- B. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.
 1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
 2. Submit all submittal items required for each Specification Section concurrently unless partial submittals for portions of the Work are indicated on approved submittal schedule.
 3. Submit action submittals and informational submittals required by the same Specification Section as separate packages under separate transmittals.
 4. Coordinate transmittal of different types of submittals for related parts of the Work so processing will not be delayed because of need to review submittals concurrently for coordination.
 - a. Owner reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.

- C. Processing Time: Allow time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Owner's receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.
1. Initial Review: Allow 14 days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. Owner will advise Contractor when a submittal being processed must be delayed for coordination.
 2. Intermediate Review: If intermediate submittal is necessary, process it in same manner as initial submittal.
 3. Resubmittal Review: Allow 7 days for review of each resubmittal.
- D. Paper submittals will not be accepted.
- E. Electronic Submittals: Identify and incorporate information in each electronic submittal file as follows:
1. Assemble complete submittal package into a single indexed file incorporating submittal requirements of a single Specification Section and transmittal form with links enabling navigation to each item.
 2. Name file with submittal number or other unique identifier, including revision identifier.
 - a. File name shall use project identifier and Specification Section number followed by a decimal point and then a sequential number (e.g., LNHS-06 10 00.01). Resubmittals shall include an alphabetic suffix after another decimal point (e.g., LNHS-06 10 00.01.A).
 3. Provide means for insertion to permanently record Contractor's review and approval markings and action taken by Owner.
 4. Transmittal Form for Electronic Submittals: Use electronic form acceptable to Owner, containing the following information:
 - a. Project name.
 - b. Date.
 - c. Destination (To:).
 - d. Source (From:).
 - e. Name and address of Owner.
 - f. Name of Contractor.
 - g. Name of firm or entity that prepared submittal.
 - h. Names of subcontractor, manufacturer, and supplier.
 - i. Category and type of submittal.
 - j. Submittal purpose and description.
 - k. Specification Section number and title.
 - l. Specification paragraph number or drawing designation and generic name for each of multiple items.
 - m. Drawing number and detail references, as appropriate.
 - n. Indication of full or partial submittal.
 - o. Transmittal number; numbered consecutively.

- p. Submittal and transmittal distribution record.
 - q. Remarks.
 - r. Signature of transmitter.
 - s. Other necessary identification.
 - t. Remarks.
- 5. Metadata: Include the following information as keywords in the electronic submittal file metadata:
 - a. Project name.
 - b. Number and title of appropriate Specification Section.
 - c. Manufacturer name.
 - d. Product name.
- F. Options: Identify options requiring selection by Owner.
- G. Deviations and Additional Information: On an attached separate sheet, prepared on Contractor's letterhead, record relevant information, requests for data, revisions other than those requested by Owner on previous submittals, and deviations from requirements in the Contract Documents, including minor variations and limitations. Include same identification information as related submittal.
- H. Resubmittals: Make resubmittals in same form and number of copies as initial submittal.
 - 1. Note date and content of previous submittal.
 - 2. Note date and content of revision in label or title block and clearly indicate extent of revision.
 - 3. Resubmit submittals until they are marked with approval notation from Owner's action stamp.
- I. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.
- J. Use for Construction: Retain complete copies of submittals on Project site. Use only final action submittals that are marked with approval notation from Owner's action stamp.

PART 2 - PRODUCTS

2.1 SUBMITTAL PROCEDURES

- A. General Submittal Procedure Requirements: Prepare and submit submittals required by individual Specification Sections. Types of submittals are indicated in individual Specification Sections.
 - 1. Submit electronic submittals via email as PDF electronic files.

- a. Owner will return annotated file. Annotate and retain one copy of file as an electronic Project record document file.
- 2. Action Submittals: Submit copy of each submittal unless otherwise indicated. Owner will return annotated file.
- 3. Informational Submittals: Submit copy of each submittal unless otherwise indicated. Owner will not return the copy.
- 4. Certificates and Certifications Submittals: Provide a statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity.
 - a. Provide a digital signature with digital certificate on electronically submitted certificates and certifications where indicated.
- B. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data.
 - 1. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:
 - a. Identification of products.
 - b. Schedules.
 - c. Compliance with specified standards.
 - d. Notation of coordination requirements.
 - e. Notation of dimensions established by field measurement.
 - f. Relationship and attachment to adjoining construction clearly indicated.
 - g. Seal and signature of professional engineer if specified.
 - 2. Sheet Size: Except for templates, patterns, and similar full-size drawings, submit Shop Drawings on electronic sheets at least 8-1/2 by 11 inches, but no larger than 24 by 36 inches.
 - 3. Submit Shop Drawings as PDF electronic file only.
- C. Maintenance Data: Comply with requirements specified in Section 01 78 23 "Operation and Maintenance Data."
- D. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, contact information of engineers and owners, and other information specified.
- E. Manufacturer Certificates: Submit written statements on manufacturer's letterhead certifying that manufacturer complies with requirements in the Contract Documents. Include evidence of manufacturing experience where required.
- F. Product Certificates: Submit written statements on manufacturer's letterhead certifying that product complies with requirements in the Contract Documents.

- G. Material Certificates: Submit written statements on manufacturer's letterhead certifying that material complies with requirements in the Contract Documents.
- H. Material Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements in the Contract Documents.
- I. Product Test Reports: Submit written reports indicating that current product produced by manufacturer complies with requirements in the Contract Documents. Base reports on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.
- J. Field Test Reports: Submit written reports indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements in the Contract Documents.
- K. Design Data: Prepare and submit written and graphic information, including, but not limited to, performance and design criteria, list of applicable codes and regulations, and calculations. Include list of assumptions and other performance and design criteria and a summary of loads. Include load diagrams if applicable. Provide name and version of software, if any, used for calculations. Include page numbers.

PART 3 - EXECUTION

3.1 CONTRACTOR'S REVIEW

- A. Action and Informational Submittals: Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Owner.
- B. Approval Stamp: Stamp each submittal with a uniform, approval stamp. Include Project name and location, submittal number, Specification Section title and number, name of reviewer, date of Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.

3.2 OWNER'S ACTION

- A. Action Submittals: Owner will review each submittal, make marks to indicate corrections or revisions required, and return it. Owner will stamp each submittal with an action stamp and will mark stamp appropriately to indicate action as follows:
 - 1. If a submittal is acceptable, it will be marked "No Exceptions." Two copies of the submittal will be returned to Contractor. Upon return of a submittal marked "No Exceptions Taken," Contractor may order, ship, or fabricate the materials included on the submittal, provided it is in accordance with the corrections indicated.

2. If a shop drawing is marked "Exceptions as Noted," corrections to drawings are required. The Contractor is required to make the corrections indicated. The Contractor may order, ship, or fabricate the materials included on the submittal.
3. If a submittal is unacceptable, a copy will be returned to Contractor noted "Revise and Resubmit".
 - a. The "Revise and Resubmit" notation is used to indicate material or equipment that is not acceptable. Upon return of a submittal so marked, Contractor shall repeat the initial approval procedure utilizing acceptable material or equipment.
- B. Informational Submittals: Owner will review each submittal and will not return it or will return it if it does not comply with requirements. Owner will forward each submittal to appropriate party.
- C. Partial submittals prepared for a portion of the Work will be reviewed when use of partial submittals has received prior approval from Owner.
- D. Incomplete submittals are unacceptable, will be considered nonresponsive, and will be returned for resubmittal without review.
- E. Submittals not required by the Contract Documents may be returned by the Owner without action.

END OF SECTION

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SECTION 01 40 00 - QUALITY REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for quality assurance and quality control.
- B. Testing and inspecting services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with the Contract Document requirements.
 - 1. Specific quality-assurance and -control requirements for individual construction activities are specified in the Sections that specify those activities. Requirements in those Sections may also cover production of standard products.
 - 2. Specified tests, inspections, and related actions do not limit Contractor's other quality-assurance and -control procedures that facilitate compliance with the Contract Document requirements.
 - 3. Requirements for Contractor to provide quality assurance and control services required by Owner or authorities having jurisdiction are not limited by provisions of this Section.

1.3 DEFINITIONS

- A. Quality-Assurance Services: Activities, actions, and procedures performed before and during execution of the Work to guard against defects and deficiencies and substantiate that proposed construction will comply with requirements.
- B. Quality-Control Services: Tests, inspections, procedures, and related actions during and after execution of the Work to evaluate that actual products incorporated into the Work and completed construction comply with requirements. Services do not include contract enforcement activities performed by Engineer.
- C. Preconstruction Testing: Tests and inspections performed specifically for Project before products and materials are incorporated into the Work, to verify performance or compliance with specified criteria.

- D. Product Testing: Tests and inspections that are performed by an NRTL, an NVLAP, or a testing agency qualified to conduct product testing and acceptable to authorities having jurisdiction, to establish product performance and compliance with specified requirements.
- E. Source Quality-Control Testing: Tests and inspections that are performed at the source, e.g., plant, mill, factory, or shop.
- F. Field Quality-Control Testing: Tests and inspections that are performed on-site for installation of the Work and for completed Work.
- G. Testing Agency: An entity engaged to perform specific tests, inspections, or both. Testing laboratory shall mean the same as testing agency.
- H. Installer/Applicator/Erector: Contractor or another entity engaged by Contractor as an employee, Subcontractor, or Sub-subcontractor, to perform a particular construction operation, including installation, erection, application, and similar operations.
 - 1. Use of trade-specific terminology in referring to a trade or entity does not require that certain construction activities be performed by accredited or unionized individuals, or that requirements specified apply exclusively to specific trade(s).
- I. Experienced: When used with an entity or individual, "experienced" means having successfully completed a minimum of five previous projects similar in nature, size, and extent to this Project; being familiar with special requirements indicated; and having complied with requirements of authorities having jurisdiction.

1.4 CONFLICTING REQUIREMENTS

- A. Referenced Standards: If compliance with two or more standards is specified and the standards establish different or conflicting requirements for minimum quantities or quality levels, comply with the most stringent requirement. Refer conflicting requirements that are different, but apparently equal, to Owner for a decision before proceeding.
- B. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of requirements. Refer uncertainties to Owner for a decision before proceeding.

1.5 INFORMATIONAL SUBMITTALS

- A. Testing Agency Qualifications: For testing agencies specified in "Quality Assurance" Article to demonstrate their capabilities and experience. Include proof of qualifications in the form of a recent report on the inspection of the testing agency by a recognized authority.

1.6 REPORTS AND DOCUMENTS

- A. Test and Inspection Reports: Prepare and submit certified written reports specified in other Sections. Include the following:
1. Date of issue.
 2. Project title and number.
 3. Name, address, and telephone number of testing agency.
 4. Dates and locations of samples and tests or inspections.
 5. Names of individuals making tests and inspections.
 6. Description of the Work and test and inspection method.
 7. Identification of product and Specification Section.
 8. Complete test or inspection data.
 9. Test and inspection results and an interpretation of test results.
 10. Record of temperature and weather conditions at time of sample taking and testing and inspecting.
 11. Comments or professional opinion on whether tested or inspected Work complies with the Contract Document requirements.
 12. Name and signature of laboratory inspector.
 13. Recommendations on retesting and reinspecting.
- B. Manufacturer's Technical Representative's Field Reports: Prepare written information documenting manufacturer's technical representative's tests and inspections specified in other Sections. Include the following:
1. Name, address, and telephone number of technical representative making report.
 2. Statement on condition of substrates and their acceptability for installation of product.
 3. Statement that products at Project site comply with requirements.
 4. Summary of installation procedures being followed, whether they comply with requirements and, if not, what corrective action was taken.
 5. Results of operational and other tests and a statement of whether observed performance complies with requirements.
 6. Statement whether conditions, products, and installation will affect warranty.
 7. Other required items indicated in individual Specification Sections.
- C. Factory-Authorized Service Representative's Reports: Prepare written information documenting manufacturer's factory-authorized service representative's tests and inspections specified in other Sections. Include the following:
1. Name, address, and telephone number of factory-authorized service representative making report.
 2. Statement that equipment complies with requirements.
 3. Results of operational and other tests and a statement of whether observed performance complies with requirements.
 4. Statement whether conditions, products, and installation will affect warranty.
 5. Other required items indicated in individual Specification Sections.

- D. Permits, Licenses, and Certificates: For Owner's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, correspondence, records, and similar documents, established for compliance with standards and regulations bearing on performance of the Work.

1.7 QUALITY ASSURANCE

- A. General: Qualifications paragraphs in this article establish the minimum qualification levels required; individual Specification Sections specify additional requirements.
- B. Manufacturer Qualifications: A firm experienced in manufacturing products or systems similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
- C. Fabricator Qualifications: A firm experienced in producing products similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
- D. Testing Agency Qualifications: An NRTL, an NVLAP, or an independent agency with the experience and capability to conduct testing and inspecting indicated, and with additional qualifications specified in individual Sections; and, where required by authorities having jurisdiction, that is acceptable to authorities.
 - 1. NRTL: A nationally recognized testing laboratory according to 29 CFR 1910.7.
 - 2. NVLAP: A testing agency accredited according to NIST's National Voluntary Laboratory Accreditation Program.
- E. Manufacturer's Technical Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to observe and inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.
- F. Factory-Authorized Service Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.

1.8 QUALITY CONTROL

- A. Owner Responsibilities: Where quality-control services are indicated as Owner's responsibility, Owner will engage a qualified testing agency to perform these services.
 - 1. Owner will furnish Contractor with names, addresses, and telephone numbers of testing agencies engaged and a description of types of testing and inspecting they are engaged to perform.

2. Costs for retesting and reinspecting construction that replaces or is necessitated by work that failed to comply with the Contract Documents will be charged to Contractor.
- B. Contractor Responsibilities: Tests and inspections not explicitly assigned to Owner are Contractor's responsibility. Perform additional quality control activities required to verify that the Work complies with requirements, whether specified or not.
1. Unless otherwise indicated, provide quality-control services specified and those required by authorities having jurisdiction. Perform quality-control services required of Contractor by authorities having jurisdiction, whether specified or not.
 2. Where services are indicated as Contractor's responsibility, engage a qualified testing agency to perform these quality-control services.
 - a. Contractor shall not employ same entity engaged by Owner, unless agreed to in writing by Owner.
 3. Notify testing agencies at least 24 hours in advance of time when work that requires testing or inspecting will be performed.
 4. Where quality-control services are indicated as Contractor's responsibility, submit a certified written report, in duplicate, of each quality-control service.
 5. Testing and inspecting requested by Contractor and not required by the Contract Documents are Contractor's responsibility.
 6. Submit additional copies of each written report directly to authorities having jurisdiction when they so direct.
- C. Manufacturer's Field Services: Where indicated, engage a factory-authorized service representative to inspect field-assembled components and equipment installation, including service connections. Report results in writing as specified in Section 01 33 00 "Submittal Procedures."
- D. Manufacturer's Technical Services: Where indicated, engage a manufacturer's technical representative to observe and inspect the Work. Manufacturer's technical representative's services include participation in pre-installation conferences, examination of substrates and conditions, verification of materials, observation of Installer activities, inspection of completed portions of the Work, and submittal of written reports.
- E. Retesting/Reinspecting: Regardless of whether original tests or inspections were Contractor's responsibility, provide quality control services, including retesting and reinspecting, for construction that replaced Work that failed to comply with the Contract Documents.
- F. Testing Agency Responsibilities: Cooperate with Owner and Contractor in performance of duties. Provide qualified personnel to perform required tests and inspections.
1. Notify Owner and Contractor promptly of irregularities or deficiencies observed in the Work during performance of its services.
 2. Determine the location from which test samples will be taken and in which in-situ tests are conducted.

3. Conduct and interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from requirements.
 4. Submit a certified written report, in duplicate, of each test, inspection, and similar quality-control service through Contractor.
 5. Do not release, revoke, alter, or increase the Contract Document requirements or approve or accept any portion of the Work.
 6. Do not perform any duties of Contractor.
- G. Associated Services: Cooperate with agencies performing required tests, inspections, and similar quality-control services, and provide reasonable auxiliary services as requested. Notify agency sufficiently in advance of operations to permit assignment of personnel. Provide the following:
1. Access to the Work.
 2. Incidental labor and facilities necessary to facilitate tests and inspections.
 3. Adequate quantities of representative samples of materials that require testing and inspecting. Assist agency in obtaining samples.
 4. Facilities for storage and field curing of test samples.
 5. Delivery of samples to testing agencies.
 6. Preliminary design mix proposed for use for material mixes that require control by testing agency.
 7. Security and protection for samples and for testing and inspecting equipment at Project site.
- H. Coordination: Coordinate sequence of activities to accommodate required quality-assurance and -control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspecting.
1. Schedule times for tests, inspections, obtaining samples, and similar activities.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 TEST AND INSPECTION LOG

- A. Test and Inspection Log: Prepare a record of tests and inspections. Include the following:
1. Date test or inspection was conducted.
 2. Description of the Work tested or inspected.
 3. Date test or inspection results were transmitted to Owner.
 4. Identification of testing agency or special inspector conducting test or inspection.
- B. Maintain log at Project site. Post changes and revisions as they occur. Provide access to test and inspection log for Owner's reference during normal working hours.

3.2 REPAIR AND PROTECTION

- A. General: On completion of testing, inspecting, sample taking, and similar services, repair damaged construction and restore substrates and finishes.
 - 1. Provide materials and comply with installation requirements specified in other Specification Sections or matching existing substrates and finishes. Restore patched areas and extend restoration into adjoining areas with durable seams that are as invisible as possible. Comply with the Contract Document requirements for cutting and patching in Section 017300 "Execution."
- B. Protect construction exposed by or for quality-control service activities.
- C. Repair and protection are Contractor's responsibility, regardless of the assignment of responsibility for quality-control services.

END OF SECTION

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SECTION 01 78 23 - OPERATION AND MAINTENANCE DATA

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for preparing operation and maintenance manuals, including the following:
 - 1. Operation and maintenance documentation directory.
 - 2. Emergency manuals.
 - 3. Operation manuals for systems, subsystems, and equipment.
 - 4. Product maintenance manuals.
 - 5. Systems and equipment maintenance manuals.
- B. Related Requirements:
 - 1. Section 01 33 00 "Submittal Procedures" for submitting copies of submittals for operation and maintenance manuals.

1.3 DEFINITIONS

- A. System: An organized collection of parts, equipment, or subsystems united by regular interaction.
- B. Subsystem: A portion of a system with characteristics similar to a system.

1.4 CLOSEOUT SUBMITTALS

- A. Manual Content: Operations and maintenance manual content is specified in individual Specification Sections to be reviewed at the time of Section submittals. Submit reviewed manual content formatted and organized as required by this Section.
 - 1. Owner will comment on whether content of operations and maintenance submittals are acceptable.
 - 2. Where applicable, clarify and update reviewed manual content to correspond to revisions and field conditions.
- B. Format: Submit operations and maintenance manuals in the following format:

1. PDF electronic file. Assemble each manual into a composite electronically indexed file. Submit on digital media acceptable to Architect.
 - a. Name each indexed document file in composite electronic index with applicable item name. Include a complete electronically linked operation and maintenance directory.
 - b. Enable inserted reviewer comments on draft submittals.
 2. Two paper copies. Include a complete operation and maintenance directory. Enclose title pages and directories in clear plastic sleeves.
- C. Initial Manual Submittal: Submit draft copy of each manual at least 30 days before commencing demonstration and training. Owner will comment on whether general scope and content of manual are acceptable.
- D. Final Manual Submittal: Submit each manual in final form prior to requesting inspection for Substantial Completion and at least 14 days before commencing demonstration and training. Owner will return copy with comments.
1. Correct or revise each manual to comply with Owner's comments. Submit copies of each corrected manual within 7 days of receipt of Owner's comments and prior to commencing demonstration and training.

PART 2 - PRODUCTS

2.1 REQUIREMENTS FOR OPERATION AND MAINTENANCE MANUALS

- A. Organization: Unless otherwise indicated, organize each manual into a separate section for each system and subsystem, and a separate section for each piece of equipment not part of a system. Each manual shall contain the following materials, in the order listed:
1. Title page.
 2. Table of contents.
 3. Manual contents.
- B. Title Page: Include the following information:
1. Subject matter included in manual.
 2. Name and address of Project.
 3. Name and address of Owner.
 4. Date of submittal.
 5. Name and contact information for Contractor.
 6. Names and contact information for major consultants that designed the systems contained in the manuals.
 7. Cross-reference to related systems in other operation and maintenance manuals.

- C. Table of Contents: List each product included in manual, identified by product name, indexed to the content of the volume, and cross-referenced to Specification Section number in Project Manual.
 - 1. If operation or maintenance documentation requires more than one volume to accommodate data, include comprehensive table of contents for all volumes in each volume of the set.
- D. Manual Contents: Organize into sets of manageable size. Arrange contents alphabetically by system, subsystem, and equipment. If possible, assemble instructions for subsystems, equipment, and components of one system into a single binder.
- E. Manuals, Electronic Files: Submit manuals in the form of a multiple file composite electronic PDF file for each manual type required.
 - 1. Electronic Files: Use electronic files prepared by manufacturer where available. Where scanning of paper documents is required, configure scanned file for minimum readable file size.
 - 2. File Names and Bookmarks: Enable bookmarking of individual documents based on file names. Name document files to correspond to system, subsystem, and equipment names used in manual directory and table of contents. Group documents for each system and subsystem into individual composite bookmarked files, then create composite manual, so that resulting bookmarks reflect the system, subsystem, and equipment names in a readily navigated file tree. Configure electronic manual to display bookmark panel on opening file.
- F. Manuals, Paper Copy: Submit manuals in the form of hard copy, bound and labeled volumes.
 - 1. Binders: Heavy-duty, three-ring, vinyl-covered, loose-leaf binders, in thickness necessary to accommodate contents, sized to hold 8-1/2-by-11-inch paper; with clear plastic sleeve on spine to hold label describing contents and with pockets inside covers to hold folded oversize sheets.
 - a. If two or more binders are necessary to accommodate data of a system, organize data in each binder into groupings by subsystem and related components. Cross-reference other binders if necessary to provide essential information for proper operation or maintenance of equipment or system.
 - b. Identify each binder on front and spine, with printed title "OPERATION AND MAINTENANCE MANUAL," Project title or name, and subject matter of contents. Indicate volume number for multiple-volume sets.
 - 2. Dividers: Heavy-paper dividers with plastic-covered tabs for each section of the manual. Mark each tab to indicate contents. Include typed list of products and major components of equipment included in the section on each divider, cross-referenced to Specification Section number and title of Project Manual.
 - 3. Drawings: Attach reinforced, punched binder tabs on drawings and bind with text.
 - a. If oversize drawings are necessary, fold drawings to same size as text pages and use as foldouts.

- b. If drawings are too large to be used as foldouts, fold and place drawings in labeled envelopes and bind envelopes in rear of manual. At appropriate locations in manual, insert typewritten pages indicating drawing titles, descriptions of contents, and drawing locations.

PART 3 - EXECUTION

3.1 MANUAL PREPARATION

- A. Operation and Maintenance Manuals: Assemble a complete set of operation and maintenance data indicating operation and maintenance of each system, subsystem, and piece of equipment not part of a system.
 - 1. Engage a factory-authorized service representative to assemble and prepare information for each system, subsystem, and piece of equipment not part of a system.
 - 2. Prepare a separate manual for each system and subsystem, in the form of an instructional manual for use by Owner's operating personnel.
- B. Manufacturers' Data: Where manuals contain manufacturers' standard printed data, include only sheets pertinent to product or component installed. Mark each sheet to identify each product or component incorporated into the Work. If data include more than one item in a tabular format, identify each item using appropriate references from the Contract Documents. Identify data applicable to the Work and delete references to information not applicable.
 - 1. Prepare supplementary text if manufacturers' standard printed data are not available and where the information is necessary for proper operation and maintenance of equipment or systems.
- C. Drawings: Prepare drawings supplementing manufacturers' printed data to illustrate the relationship of component parts of equipment and systems and to illustrate control sequence and flow diagrams. Coordinate these drawings with information contained in record Drawings to ensure correct illustration of completed installation.
 - 1. Do not use original project record documents as part of operation and maintenance manuals.
 - 2. Comply with requirements of newly prepared record Drawings in Section 017839 "Project Record Documents."

END OF SECTION

SECTION 01 78 39 - PROJECT RECORD DOCUMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for project record documents, including the following:
 - 1. Record Drawings.
 - 2. Record Specifications.
 - 3. Record Product Data.
 - 4. Miscellaneous record submittals.
- B. Related Requirements:
 - 1. Section 01 78 23 "Operation and Maintenance Data" for operation and maintenance manual requirements.

1.3 CLOSEOUT SUBMITTALS

- A. Record Drawings: Comply with the following:
 - 1. Number of Copies: Submit 2 set(s) of marked-up record prints.
- B. Record Specifications: Submit annotated PDF electronic files of Project's Specifications, including addenda and contract modifications.
- C. Record Product Data: Submit annotated PDF electronic files and directories of each submittal.
 - 1. Where record Product Data are required as part of operation and maintenance manuals, submit duplicate marked-up Product Data as a component of manual.

PART 2 - PRODUCTS

2.1 RECORD DRAWINGS

- A. Record Prints: Maintain one set of marked-up paper copies of the Contract Drawings and Shop Drawings, incorporating new and revised drawings as modifications are issued.
 - 1. Preparation: Mark record prints to show the actual installation where installation varies from that shown originally. Require individual or entity who obtained record data, whether individual or entity is Installer, subcontractor, or similar entity, to provide information for preparation of corresponding marked-up record prints.
 - a. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later.
 - b. Accurately record information in an acceptable drawing technique.
 - c. Record data as soon as possible after obtaining it.
 - d. Record and check the markup before enclosing concealed installations.
 - e. Cross-reference record prints to corresponding archive photographic documentation.
 - 2. Content: Types of items requiring marking include, but are not limited to, the following:
 - a. Dimensional changes to Drawings.
 - b. Revisions to details shown on Drawings.
 - c. Depths of structures.
 - d. Locations and depths of underground utilities.
 - e. Revisions to routing of piping and conduits.
 - f. Revisions to electrical circuitry.
 - g. Actual equipment locations.
 - h. Duct size and routing.
 - i. Locations of concealed internal utilities.
 - j. Changes made by Change Order or Change Directive.
 - k. Changes made following Owner's written orders.
 - l. Details not on the original Contract Drawings.
 - m. Field records for variable and concealed conditions.
 - n. Record information on the Work that is shown only schematically.
 - 3. Mark the Contract Drawings and Shop Drawings completely and accurately. Use personnel proficient at recording graphic information in production of marked-up record prints.
 - 4. Mark record sets with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at same location.
 - 5. Mark important additional information that was either shown schematically or omitted from original Drawings.
 - 6. Note Construction Change Directive numbers, alternate numbers, Change Order numbers, and similar identification, where applicable.

- B. Format: Identify and date each record Drawing; include the designation "PROJECT RECORD DRAWING" in a prominent location.
 - 1. Record Prints: Organize record prints and newly prepared record Drawings into manageable sets. Bind each set with durable paper cover sheets. Include identification on cover sheets.
 - 2. Format: Annotated PDF electronic file with comment function enabled.
 - 3. Record Digital Data Files: Organize digital data information into separate electronic files that correspond to each sheet of the Contract Drawings. Name each file with the sheet identification. Include identification in each digital data file.
 - 4. Identification: As follows:
 - a. Project name.
 - b. Date.
 - c. Designation "PROJECT RECORD DRAWINGS."
 - d. Name of Owner.
 - e. Name of Contractor.

2.2 RECORD SPECIFICATIONS

- A. Preparation: Mark Specifications to indicate the actual product installation where installation varies from that indicated in Specifications, addenda, and contract modifications.
 - 1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
 - 2. Mark copy with the proprietary name and model number of products, materials, and equipment furnished, including substitutions and product options selected.
 - 3. Note related Change Orders, record Product Data, and record Drawings where applicable.
- B. Format: Submit record Specifications as annotated PDF electronic file.

2.3 RECORD PRODUCT DATA

- A. Preparation: Mark Product Data to indicate the actual product installation where installation varies substantially from that indicated in Product Data submittal.
 - 1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
 - 2. Include significant changes in the product delivered to Project site and changes in manufacturer's written instructions for installation.
 - 3. Note related Change Orders, record Specifications, and record Drawings where applicable.
- B. Format: Submit record Product Data as annotated PDF electronic file.

2.4 MISCELLANEOUS RECORD SUBMITTALS

- A. Assemble miscellaneous records required by other Specification Sections for miscellaneous record keeping and submittal in connection with actual performance of the Work. Bind or file miscellaneous records and identify each, ready for continued use and reference.
- B. Format: Submit miscellaneous record submittals as annotated PDF electronic file.

PART 3 - EXECUTION

3.1 RECORDING AND MAINTENANCE

- A. Recording: Maintain one copy of each submittal during the construction period for project record document purposes. Post changes and revisions to project record documents as they occur; do not wait until end of Project.
- B. Maintenance of Record Documents and Samples: Store record documents and Samples in the field office apart from the Contract Documents used for construction. Do not use project record documents for construction purposes. Maintain record documents in good order and in a clean, dry, legible condition, protected from deterioration and loss. Provide access to project record documents for Owner's reference during normal working hours.

END OF SECTION

SECTION 01 79 00 - DEMONSTRATION AND TRAINING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for instructing Owner's personnel, including the following:
 - 1. Demonstration of operation of systems, subsystems, and equipment.
 - 2. Training in operation and maintenance of systems, subsystems, and equipment.

1.3 QUALITY ASSURANCE

- A. Instructor Qualifications: A factory-authorized service representative, complying with requirements in Section 01 40 00 "Quality Requirements," experienced in operation and maintenance procedures and training.

1.4 COORDINATION

- A. Coordinate instruction schedule with Owner's operations. Adjust schedule as required to minimize disrupting Owner's operations and to ensure availability of Owner's personnel.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 PREPARATION

- A. Assemble educational materials necessary for instruction, including documentation.

3.2 INSTRUCTION

- A. Engage qualified instructors to instruct Owner's personnel to adjust, operate, and maintain systems, subsystems, and equipment not part of a system.

- B. Scheduling: Provide instruction at mutually agreed on times.
 - 1. Schedule training with Owner with at least 7 days' advance notice.
- C. Conduct training on-site Conduct training using final operation and maintenance data submittals.

END OF SECTION

CITY OF NEWARK
Delaware

INVITATION TO BID NO. 24-02

VFW PARKING LOT RECONSTRUCTION

PREVAILING WAGE DOCUMENTATION

STATE OF DELAWARE
DEPARTMENT OF LABOR
DIVISION OF INDUSTRIAL AFFAIRS
OFFICE OF LABOR LAW ENFORCEMENT
PHONE: (302) 318-2769

Mailing Address:
252 Chapman Road
Newark, DE 19702

Located at:
252 Chapman Road
Newark, DE 19702

PREVAILING WAGES FOR HIGHWAY CONSTRUCTION EFFECTIVE MARCH 15, 2023

CLASSIFICATION	NEW CASTLE	KENT	SUSSEX
BRICKLAYERS	63.49	63.49	66.32
CARPENTERS	65.22	59.56	47.80
CEMENT FINISHERS	67.85	41.61	33.08
ELECTRICAL LINE WORKERS	34.26	55.35	27.09
ELECTRICIANS	79.17	79.17	79.17
IRON WORKERS	83.38	30.41	32.30
LABORERS	52.79	48.59	47.69
MILLWRIGHTS	20.53	19.93	17.22
PAINTERS	79.29	79.29	79.29
PILEDRIVERS	91.73	30.28	34.34
POWER EQUIPMENT OPERATORS	79.06	50.48	46.25
SHEET METAL WORKERS	29.01	25.89	23.44
TRUCK DRIVERS	49.68	36.00	43.84

CERTIFIED:

1-30-2024

BY:

Solima Chasbid / In Francis Chudeik
ADMINISTRATOR, OFFICE OF LABOR LAW ENFORCEMENT

NOTE: THESE RATES ARE PROMULGATED AND ENFORCED PURSUANT TO THE PREVAILING WAGE REGULATIONS ADOPTED BY THE DEPARTMENT OF LABOR ON APRIL 3, 1992.

CLASSIFICATIONS OF WORKERS ARE DETERMINED BY THE DEPARTMENT OF LABOR. FOR ASSISTANCE IN CLASSIFYING WORKERS, OR FOR A COPY OF THE REGULATIONS OR CLASSIFICATIONS, PHONE (302) 318-2769.

NON-REGISTERED APPRENTICES MUST BE PAID THE MECHANIC'S RATE.

PROJECT: 24-02 VFW Parking Lot Reconstruction, New Castle County

CITY OF NEWARK

Delaware

INVITATION TO BID NO. 24-02

VFW PARKING LOT RECONSTRUCTION

PROPOSAL

To: City of Newark Mayor and City Council

From: _____

We, the undersigned as a lawfully authorized agent for the bidder named herein has carefully examined the Bid Documents to be known as Invitation to Bid No. 24-02 and binds themselves on award to the City of Newark by the Mayor and City Council of Newark, Delaware to execute in accordance with such award, a contract of which this Proposal and said General Provision, Specifications, and any Addenda shall be a part, and to furnish the goods as specified F.O.B. destination (Newark, Delaware) in a manner that is in complete accordance with said General Provisions and Specifications at the following named unit price on or before the delivery period stated below:

BID ITEM	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	TOTAL
1	Mobilization/Demobilization	LS	1		
2	Pavement Milling	SY	4,360		
3	6" Graded Aggregate Base Course	TN	20		
4	Superpave Type C, 115 Gyrations, PG 64-22 - 2" Depth	SY	4,410		
5	Superpave BCBC, 115 Gyrations, PG 64-22 - 4" Depth	SY	50		
6	Bituminous Pavement Leveling Course, Type C	TN	25		
7	6" Graded Aggregate Base Course Repair	TN	195		
8	Superpave BCBC Repair, 115 Gyrations, PG 64-22	SY	1,263		
9	Integral PCC Curb and Gutter	LF	75		
10	Epoxy Pavement Markings	LS	1		
11	Jet Clean Existing Pipe and Reset Inlet Top	LS	1		
12	Reset Roof Drains	LS	1		
13	ADA Parking sign with Bollard	EA	2		
14	Concrete Wheel Stops	LS	1		
15	Miscellaneous Excavation and Backfill	CY	10		
<u>TOTAL BID</u>	\$				

CITY OF NEWARK
Delaware

INVITATION TO BID NO. 24-02

VFW PARKING LOT RECONSTRUCTION

PROPOSAL (CONT.)

We acknowledge that we **are/are not (circle one)** registered on www.sam.gov. We also acknowledge that there are no exceptions noted against us as outlined on www.sam.gov.

Our unique entity identifier (UEI), as outlined on www.sam.gov is (write N/A if none): _____

We acknowledge receipt of addendum(a) numbers: _____

Exceptions: _____

Contact Information for Notice of Award/Rejection (If different from below): _____

Project to be completed within 120 days, from the Notice to Proceed.

BIDDER: _____ DATE: _____

SUBMITTED BY:

Legally Authorized Representative Signature

Print Name

Title

Address Line 1

Email Address

Address Line 2

Telephone Number

City, State, ZIP Code

CITY OF NEWARK
Delaware

INVITATION TO BID NO. 24-02

VFW PARKING LOT RECONSTRUCTION

BOND TO ACCOMPANY PROPOSAL

(Not Required if Certified or Cashier's Check is Used)

KNOW ALL MEN BY THESE PRESENTS THAT _____
of _____ in 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 City 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 separately, for and in the whole, firmly by these
presents. Sealed with our seals, dated the day of _____ in the year of our Lord, two thousand
and twenty-four (2024).

NOW THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that if the above noted bound principal
_____ who has submitted to said City of Newark, a certain
proposal to enter into a certain contract from Invitation to Bid No. 24-02, VFW PARKING LOT
RECONSTRUCTION shall be awarded said Contract, and if said _____
shall well and truly enter into and execute 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 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.

(See next page)

CITY OF NEWARK

Delaware

INVITATION TO BID NO. 24-02

VFW PARKING LOT RECONSTRUCTION

BOND TO ACCOMPANY PROPOSAL (CONT.)

SIGNED AND SEALED IN THE PRESENCE OF:

Witness (Print)

Witness (Signature)

SIGNED (#1): _____ (SEAL)
(Signature)

BY (#1): _____ (SEAL)
(Print)

SIGNED (#2): _____ (SEAL)
(Signature)

BY (#2): _____ (SEAL)
(Print)

CITY OF NEWARK
Delaware

INVITATION TO BID NO. 24-02

VFW PARKING LOT RECONSTRUCTION

NON-COLLUSION STATEMENT

Date: _____

City of 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, Delaware on the _____ day of _____, 20____.

BY LEGALLY AUTHORIZED REPRESENTATIVE:

(Signature)

(Print)

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

NOTARY PUBLIC:

(Signature)

(Print)

My Commission expires:

CITY OF NEWARK
Delaware

INVITATION TO BID NO. 24-02

VFW PARKING LOT RECONSTRUCTION

LISTING OF SUBCONTRACTORS

The submitting bidder shall fill in the following listing of all subcontractors they intend to use in the performance of the work outlined herein. No subcontractor shall be substituted for any listed below without the written consent of the City of Newark. The submitting bidder hereby certifies that they have notified all subcontractors that they are obligated to comply with the provisions of this Invitation to Bid, including liability insurance coverage requirements, and all other federal or state laws as they pertain to this project. The submitting bidder shall submit evidence of such compliance upon notice of request.

1. Subcontractor name: _____

Address: _____

Type of work: _____

2. Subcontractor name: _____

Address: _____

Type of work: _____

3. Subcontractor name: _____

Address: _____

Type of work: _____

CITY OF NEWARK
Delaware

INVITATION TO BID NO. 24-02

VFW PARKING LOT RECONSTRUCTION

LISTING OF SUBCONTRACTORS (CONT.)

4. Subcontractor name: _____

Address: _____

Type of work: _____

Date: _____ Bidder: _____

Address: _____

Telephone #: _____

Email address: _____

Legally authorized representative: _____
(Signature)

(Print)

CITY OF NEWARK
Delaware

INVITATION TO BID NO. 24-02

VFW PARKING LOT RECONSTRUCTION

REFERENCES SHEET

Provide the following information for two (2) references who will attest to your company's ability to undertake and complete this type of work. Information denoted here must be clearly printed or typed.

1. Reference name: _____

Address: _____

Telephone #/email: _____

2. Reference name: _____

Address: _____

Telephone #/email: _____

3. Reference name: _____

Address: _____

Telephone #/email: _____