



CITY OF NEWARK

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

BIDDER

BID SECURITY

INVITATION TO BID (ITB) NO. 24-06

2024 ADA TRANSITION PLAN IMPROVEMENTS

NOTICE

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

CITY OF NEWARK
Delaware

INVITATION TO BID NO. 24-06

2024 ADA TRANSITION PLAN IMPROVEMENTS

TABLE OF CONTENTS

	<u>PAGE</u>
NOTICE OF LETTING	3
GENERAL PROVISIONS	4
SPECIAL PROVISIONS.....	18
TECHNICAL SPECIFICATIONS	26
MEASUREMENT AND PAYMENT	28
LOCATION OF IMPROVEMENTS	32
PROPOSAL	33
BOND TO ACCOMPANY PROPOSAL	36
NONCOLLUSION STATEMENT	38
LISTING OF SUBCONTRACTORS	39
REFERENCES SHEET	41
2024 ADA TRANSITION PLAN EXHIBIT	42

CITY OF NEWARK
Delaware

INVITATION TO BID NO. 24-06

2024 ADA TRANSITION PLAN IMPROVEMENTS

NOTICE OF LETTING

Sealed bids in response to Invitation to Bid No. 24-06, 2024 ADA TRANSITION PLAN IMPROVEMENTS, will be received by the Purchasing Division (220 South Main Street; Newark, Delaware 19711) until 2:00 p.m., prevailing time on Tuesday, September 10, 2024, and will be publicly opened and read aloud in the Council Chamber 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 in the Council Chamber 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.

All questions/requests for information regarding this Invitation to Bid (bid process, drawings and technical specifications, etc.) must be submitted via email to contracts@newark.de.us by 5:00p.m. on Friday, August 30, 2024 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. 24-06

2024 ADA TRANSITION PLAN IMPROVEMENTS

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 - Invitation to Bid No. 24-06, 2024 ADA TRANSITION PLAN IMPROVEMENTS". **Bid Documents must be received in the Purchasing Office prior to 2:00 p.m. prevailing time, Tuesday, September 10, 2024.** Each bid so submitted shall constitute an irrevocable offer for a period of thirty (30) 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 in the Council Chamber 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, August 30, 2024. 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 within 150 days from Notice to Proceed. Liquidated damages of two hundred seventy-five dollars (\$275.00) 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. 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 (requests for waivers of Contractors Professional Liability coverage will be considered by the City on a case-by-case basis):

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

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

- c. A copy of the Certificate of Insurance must accompany each bid. The 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.

12. APPROVAL

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

13. 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.

14. GUARANTEE

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

- 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.

15. 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.

16. 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 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.

17. PREVAILING WAGES

The work to be completed under Invitation to Bid 24-06, 2024 ADA TRANSITION PLAN IMPROVEMENTS is funded exclusively by current resources under the Capital Improvement Budget. Therefore, the prevailing wage schedule established by the Department of Labor will not be applicable to this project.

18. VENDOR REQUIREMENTS FOR FEDERALLY FUNDED PROJECTS

If this Invitation to Bid 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.

19. 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.

20. 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.

21. 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.

22. 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.

23. 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. Invoices shall be submitted on proper AIA Documents; G702 'Application and Certificate of Payment Sheet' and G703 'Continuation Sheet'.

24. RETAINAGE

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

25. 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.

26. 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.

27. 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.

28. 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.

29. 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.

30. 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.

31. 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.

32. 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.

33. 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.

34. OWNERSHIP OF MATERIAL

All documents prepared and submitted pursuant to this Invitation to Bid 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.

35. 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.

36. 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.

37. DEBRIS COLLECTION AND DISPOSAL

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

38. 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.

39. 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.

40. 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.

41. 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.

42. 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.

43. REFERENCES

Bidders must provide three (3) business references consisting of current or previous (within the last two (2) calendar years) customers where similar services are/were provided.

44. 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

45. 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. 24-06

2024 ADA TRANSITION PLAN IMPROVEMENTS

SPECIAL PROVISIONS

1. SCOPE

The scope of the work involves installing new curb ramps to current ADA, DeIDOT and City of Newark Standard Specifications. Where a conflict exists, the ADA Standard shall prevail.

2. ACCOMPANYING DRAWINGS AND SPECIFICATIONS

- a. The City of Newark Standard Specifications for Road and Utility Construction and the Detail Standards, revised January 30, 2001, hereinafter referred to as the Standard Specifications, which are in their entirety a part of this Invitation to Bid, may be viewed and downloaded free of charge from the City of Newark website, under the Public Works Department, Standard Books.
- b. All work performed within the DeIDOT right-of-way shall adhere to the latest DeIDOT's Standard Specifications for Road and Bridge Construction and Standard Construction Details.
- c. In case of any conflict with the General Provisions or any section of the Standard Specifications, these Special Provisions shall govern. It should be noted that the Standard Specifications are written in their standard form and portions of them may be inapplicable to the work covered under this contract. The applicability or inapplicability of the Standard Specifications shall be determined solely by the City.
- d. All completed work shall be in compliance with ADA (Americans with Disabilities Act) Standards for Accessible Design.

3. INTENT OF PLANS AND SPECIFICATIONS

- a. The plans which accompany the specifications, if any, are herein designated contract plans are for the purpose of illustrating the general character and extent of the work and are subject to such modifications as may be found necessary or advisable, either before or during the execution of the work, and the contractor shall conform to and abide by whatever supplementary plans and explanations which may be furnished by the City of Newark for the purpose of illustrating the work in more detail.

- b. All work that may be called for in the specifications and not shown on the plans or shown on the plans and not called for in the specifications shall be executed and furnished by the contractor as if described in both ways. Should any incidental work or material be required which is not denoted in the specifications or plans, either directly or indirectly, but which is nevertheless necessary for the proper carrying out of the intent thereof, the contractor is to understand the same to be implied as required and shall perform all such work and furnish all such material as fully as if they were particularly delineated or described.

4. EXAMINATION OF SITE, DRAWINGS, ETC.

- a. Before submitting proposals, bidders shall inform themselves fully of the nature of the work by a personal examination of the site, the drawings and project manual, and by such other means as they may prefer to consider necessary, as to matters, conditions and considerations bearing 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.
- b. The general contractor and each subcontractor will be required to furnish all labor and material of his own kind shown, indicated or implied reasonably by all drawings and/or the specifications, unless specifically noted otherwise. For his interest, each subcontractor should examine all drawings carefully and all parts of the specifications as well as those which refer primarily to his own branch or branches of the work.

5. STARTING DATE AND SEQUENCE OF CONSTRUCTION

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 decide a particular sequence of construction. The final decision as to sequence of construction shall be that of the engineer. There shall be no additional compensation for the preconstruction meeting.

6. SUPERVISION OF WORK

The contractor shall generally supervise the work and shall secure full cooperation of all subcontractors, if any, to complete the work with a minimum of interference with the operating personnel of the City of Newark.

7. WORKING FORCE

- a. The contractor shall, at all times, enforce strict discipline and good order among his employees, and will not employ on the job any unfit person or anyone not skilled in the work assigned to him.
- b. The contractor shall employ only such foremen, superintendents and workmen as are careful and competent, and the City of Newark may demand the dismissal of any person employed by the contractor who shall be guilty of misconduct or who neglects or refuses to comply with the directions given, and such person shall not again be employed at the site of this contract without express written consent of the City. Failure of the contractor to comply with these provisions shall be sufficient reason for the City of Newark to withhold all estimated payments which are or may become due, or its representatives may suspend the work until compliance with such orders is affected.

8. 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 engineer, the material shall be replaced, and the work shall be done again immediately to the satisfaction and approval of the engineer at the cost and expense of the contractor. Should the work thus exposed prove satisfactory, the cost of exposing and restoring same shall be at the expense of the City of Newark, but if it should prove to be unsatisfactory, all costs shall be at the 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. Should the engineer not consider the defect of sufficient importance to require the contractor to replace any imperfect work or materials, the engineer shall have the power to make an equitable deduction from the stipulated price.

9. WORKING HOURS

- a. Working hours for the contract will be limited to 7.5 hours, 8:00 a.m. to 4:00 p.m., unless otherwise authorized by the engineer, and it is not contemplated that the contractor will

work on Saturdays, Sundays or holidays.

- b. In case of emergency, or in case the contractor desires to work on Saturdays, Sundays, or holidays, or hours in excess of 7.5 on any one working day, the contractor shall request permission of the engineer to do so. If, in the opinion of the engineer, the reason for working is bona fide, permission will be granted to the contractor to work such hours as may be necessary. Also, if in the opinion of the engineer, a bona fide emergency exists, he may direct the contractor to work such hours as may be necessary, whether the contractor requests permission to do so or not.
- c. In the event that the contractor works in excess of 7.5 hours per day, Saturdays, Sundays, or holidays, the contractor shall be required to pay for inspection or engineering services performed during these times. Payments for these additional services shall be made by a deduction from the final Application and Certification of Payment.
- d. Payments for these additional services shall be made by a reduction in the amount paid to the Contractor based upon the hourly rates defined in the table below.

Labor Classification	Hourly Rate
Inspecting Services	\$90.00
Engineering Services	\$125.00

Contractor shall notify the Owner forty-eight (48) hours in advance of their intent of working outside of normal working hours.

- e. Activities that do not require inspection may take place within normal City work hours outside the 7.5 hour window without reimbursement for inspection.
- f. All work performed within the DelDOT right-of-way shall be scheduled with the DelDOT inspector 48 hours prior to work beginning.

10. PROTECTION TO PUBLIC AND PROPERTY

- a. The contractor shall ensure protective measures to the general public and to occupants of property along and adjacent to the work.
- b. The contractor shall be strictly responsible for any and all damage or injury of every kind and description which directly or indirectly may be done to any property or sustained by any persons during the execution of the work.
- c. When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect or misconduct in the execution of the work, the contractor shall restore at his own expense such property to a condition similar or equal

to that 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.

11. SAFETY PRECAUTIONS

- a. The contractor shall execute 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 or resident being notified prior to construction.
- b. Streets and roads used by the contractor for storage of material or 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.
- c. The contractor shall maintain spill response equipment appropriate for the types and quantities of fluids and/or materials that may be subject to spillage during the project on-site at all times. All discharges to the storm drainage system or surface waters are strictly prohibited. In the event that a spill reaches the storm drainage system and/or surface waters, the Contractor shall notify the Public Works and Water Resources Department immediately at (302) 366-7000. The Contractor will also be responsible for spill response and cleanup at no cost to the owner. If the Contractor fails to respond to and clean up a spill to the satisfaction of the owner, the owner will perform clean up and bill the Contractor for 150% of the personnel time and material expenses incurred by the city as necessary for the response.

12. RIGHT-OF-WAY

All operations shall be confined to the assigned area. The City will provide no right-of-way over other properties. It shall be the contractor's responsibility to obtain permission from any neighboring property owner if the contractor finds it necessary to enter upon or use private property in any manner in the execution of the work. The contractor shall take every possible precaution to minimize the inconvenience to the owners or tenants of adjacent property. Public roadways shall not be obstructed in such a way as to cut off traffic unless authorized by the engineer. Unauthorized vehicles or equipment left in a public right-of-way may be towed at the contractor's expense. The contractor shall, at his own expense, repair any damage or injury to either public or private property during the progress of the work.

13. EXCAVATED MATERIAL

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

14. SALVAGEABLE MATERIAL

All salvageable items and material designated by the engineer, in addition to the excavated material covered in Special Provisions #13, shall be removed to City property, if directed by the engineer.

15. RESTORATION OF DISTURBED SURFACES

Upon completion of the work, all related work pertaining to lawns, shrubbery, driveways, mailboxes, and slopes which have been disturbed shall be restored to their original condition, including topsoil, seeding, and biodegradable erosion control matting at the contractor's expense. Topsoil and seeding shall conform to Item 29 and 31 in the Public Works and Water Resources Department Standard Specifications.

16. DUST CONTROL AND EROSION AND SEDIMENT CONTROL

It shall be the responsibility of the contractor to handle dust control and the installation and utilization of any required erosion and sediment control devices on this project, in accordance with DNREC specifications.

17. LOCATION OF UTILITIES

- a. It will be the responsibility of the contractor to call "Miss Utility," 1-800-282-8555, before any excavation work begins for the marking of the location of existing utilities.
- b. 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 area where work is to be done of the schedule and extent of such work.

18. SANITARY PROVISIONS

The contractor shall provide and maintain in a neat and sanitary condition such sanitary

conveniences and accommodations for the use of his employees as may be necessary to comply with the requirements and regulations of the Department of Health or of other bodies or tribunals having jurisdiction thereof. He shall commit no public nuisance.

19. WATER SUPPLY

The contractor shall not use City fire hydrants. The City will make arrangements for the contractor to obtain the water required for this contract from the Phillips Avenue warehouse.

20. SUPERVISION OF THE ENGINEER

The work is to be carried out under the supervision of the engineer and to his entire satisfaction. The work and materials shall be strictly of the best quality of the kinds specified herein and should any work or materials other than those specified or shown be introduced into the construction of the work, the engineer, or his authorized agent, shall have full power to reject them and they shall be removed from the premises within three (3) days by the contractor after being notified to do so.

21. AUTHORITY OF THE ENGINEER

The engineer shall in all cases, determine the amount of quantity, quality and acceptability of the work and materials which are to be paid for under this contract; shall decide all questions in relation to said work and performance thereof; and shall, in all cases, decide questions which may arise relative to the fulfillment of the contract or to the obligations of the contractor thereunder.

22. CLEANING UP

- a. The contractor shall at his own expense, keep the sites of his operations clean during construction and remove all rubbish as it accumulates.
- b. Upon failure of the contractor to keep the site of his operations clean to the satisfaction of the engineer, the City may upon twenty-four (24) hours' notice to the contractor, remove any rubbish, materials, earth, etc., which the engineer may deem necessary, charging the cost thereof to the contractor and may deduct the amount from any monies that may be due him.

23. MAINTENANCE OF TRAFFIC

- a. The contractor is required to provide for maintenance of traffic throughout the duration of this contract. The road, while undergoing improvements, shall be kept open to all traffic by the contractor unless otherwise directed by the City. The contractor shall keep the portion of the road being used by public traffic in such condition that traffic will be adequately accommodated. They shall also provide and maintain in a safe condition temporary roadways and approaches to crossings, intersections, roads, streets, businesses, parking lots, residences, garages, etc.
- b. For work performed within the DelDOT right-of-way, the contractor shall obtain a DelDOT Safety Permit which will outline procedures for maintenance of traffic and pedestrian detours.
- c. So far as practicable, materials stored upon the roadway shall be placed to cause as little obstruction to the traveling public as possible. Fire hydrants on or adjacent to the roadway shall be kept accessible to fire apparatus at all times, and no material or obstruction shall be placed within 15 feet of any such hydrant. The contractor shall not disturb the surface of an existing road farther in advance of the new construction than can be completed in a reasonable length of time as determined by the engineer.
- d. The contractor shall provide flaggers and properly maintain retroreflective signs and barricades for the information, protection, and safety of the traveling public, conforming to the Delaware Manual on Uniform Traffic Controls Devices (DE MUTCD). The cost for all required maintenance of traffic shall be incidental to the work being completed. The contractor shall coordinate directly with the City inspector(s) for any planned lane closures and shall submit a detour plan for City review and approval for any full road closures.

24. EXISTING TRAFFIC SIGNS

The contractor shall be responsible for removal and reinstallation of all signs in the work area. The cost of removal and reinstallation of street signs & posts shall be incidental to this contract. The inspector shall inventory all traffic signs on all streets subject to improvements. 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 loss or damage. The contractor and inspector shall inventory traffic signs when all work on the contract is complete and account for any loss or damage.

CITY OF NEWARK
Delaware

INVITATION TO BID NO. 24-06

2024 ADA TRANSITION PLAN IMPROVEMENTS

TECHNICAL SPECIFICATIONS

1. HOT-MIX, HOT-LAID BITUMINOUS CONCRETE PAVEMENT FOR PATCHING

- a. This work shall conform to the specifications outlined in Item 39 of the Standard Specifications and the following:
 - i. Bituminous concrete wearing course shall meet the requirements of the Delaware State Highway Department, Type "C", 160 Gyrations, PG 64-22.
- b. Gradation Requirements:

<u>SIEVE SIZE</u>	<u>TYPE "C" TOP PERCENT PASSING</u>
1-1/4"	---
1"	---
3/4"	---
1/2"	100
3/8"	85 - 100
#4	50 - 75
#8	33 - 59
#30	14 - 32
#50	7 - 26
#200	3 - 10
A.C. %	4.5 - 6.5
Temperature	275° – 325°F

2. HOT MIX STREET PATCHES

This item consists of saw cutting existing pavement to the required depth and replacing it with 4" Type "C" hot mix compacted in two lifts. The asphalt wearing surface shall be flush with existing elevation of street. All patches are to be sealed and made watertight. This item shall be completed in accordance with the provisions outlined in Item 39 of the Standard Specifications.

3. REPLACING CURB, GUTTER AND SIDEWALK

All curbs, gutters or sidewalks removed shall be replaced in conformance with the City of Newark Standard Specifications and Detail Standards, and DeIDOT's Standard Specifications for Road and Bridge Construction and Standard Construction Details. Recycled rubber expansion joint material shall be required where the sidewalk abuts the curb and existing sidewalk.

4. CONCRETE

All concrete used for this contract shall be DeIDOT Class "B" and be received from an approved production plant. No on-site mixtures will be permitted.

5. CURING COMPOUND

The contractor is directed to use a white membrane curing compound of his choosing. However, before the start of any construction, the contractor shall submit to the engineer for approval, the specifications of said compound and his source of supply. Acceptance for continued use will be based on satisfactory field performance.

CITY OF NEWARK
Delaware

INVITATION TO BID NO. 24-06

2024 ADA TRANSITION PLAN IMPROVEMENTS

MEASUREMENT AND PAYMENT

1. GENERAL

- a. 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 engineer 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.
- b. 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.
- c. All work shall be paid based on the methods of Measurement and Payment Provisions in the Standard Specifications except as otherwise noted herein.
- d. The item numbers referenced in this contract relate to, however they are not an exact match to, the City of Newark Detail Standards and Standard Specifications for Road and Utility Construction.
- e. 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 payment, the contractor shall submit an invoice for work performed during the preceding month, with a breakdown of the unit prices for the various items included in the proposal.
- f. 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.

2. ITEM 1 – CLEARING AND GRUBBING

- a. This item shall consist of clearing, grubbing, removal, and disposal of the existing Juniper shrub at Location 9, to facilitate the installation of the new curb ramp. This work shall also include the preservation from injury or defacement of all vegetation, trees and objects designated to remain.
- b. Clearing and grubbing at Location 9 shall be paid for at the contract lump sum bid. Price and payment shall constitute full compensation for: Removal of the existing Juniper shrub, excavation of underbrush and roots, disposal, restoration of disturbed areas with topsoil, seed & biodegradable erosion control matting, and for all labor, equipment, tools, and incidentals necessary to complete this item.

3. ITEM 22A – ADJUSTMENTS TO UTILITY VALVE BOXES

- a. Payment for item 22A shall consist of raising or lowering existing valve boxes to meet the grade of the proposed ramp sidewalk.
- b. The City will replace broken or defective parts of water valve boxes, for installation by the contractor, providing the parts were not damaged by the contractor, in which case the cost will be deducted from the individual item payment.
- c. The number of adjusted valve boxes as provided above shall be paid for at the contract price bid for each valve box adjusted. Price and payment shall be full compensation for excavating, placing all materials, resetting the boxes to proper grade, backfilling, and providing all labor, equipment, tools and incidentals necessary to complete this item.

4. ITEM 26, 26A & 26B – INSTALLATION OF 4" CONCRETE RAMP SIDEWALK, 6" CONCRETE RAMP SIDEWALK & DETECTABLE WARNING SURFACE

- a. The 4" ramp sidewalk to be paid for under Item 26 shall be for the number of square feet measured upon the surface of the ramp including the area receiving the detectable warning surface. The subbase shall be graded so that the thickness of the concrete under the detectable warning surface is 4".
- b. The 6" ramp sidewalk to be paid for under Item 26A shall be for the number of square feet measured upon the surface of the ramp including the area receiving the detectable warning surface. The subbase shall be graded so that the thickness of the concrete under the detectable warning surface is 6".
- c. Payment for removing the old concrete sidewalk and installing new concrete ramp sidewalk shall be made at the unit price per square foot of ramp installed. The number of square feet

paid for shall be at the unit price bid for this item which constitutes full compensation for removing existing concrete sidewalk or excavating existing material where no sidewalk exists, furnishing and placing 4" of GABC Type "B" (crusher run) subbase where unsuitable base is encountered, installing new concrete ramp sidewalk, excavating and grading adjacent slopes, backfilling with topsoil to meet the new ramp sidewalk, placing seed & biodegradable erosion control matting, all equipment, labor, and incidentals necessary to complete this item.

- d. The red detectable warning surface to be paid for under Item 26B shall be for the number of square feet measured upon the surface of the truncated dome blocks and shall be made at the unit price per square feet of detectable warning surface installed. Which constitutes full compensation for furnishing and installing red concrete detectable warning surface truncated dome blocks flush with the ramp surface per specifications and providing all labor, material, tools, and incidentals necessary to complete this item, including sealing the joint between the blocks and any voids along the edges of the blocks with an approved sealant.

5. ITEM 39 - HOT MIX HOT LAID BITUMINOUS CONCRETE PATCHING

- a. The Type "C" bituminous concrete patch shall be placed on a prepared and compacted subbase in two lifts to depth of 4", in accordance with the Standard Specifications. All patches shall be flush with the existing pavement and shall be sealed and made watertight where intersecting existing asphalt pavement.
- b. Payment for this item shall be made at the unit price per square yard of patches installed, as measured upon the surface of the completed patch. The number of square yards paid for shall be at the unit price bid for this item which constitutes full compensation for excavation of existing asphalt pavement, preparing and compacting the subbase, disposing of all excavated material, tack coat of all edge surfaces; furnishing, hauling, and placing all material; labor, equipment, tools and incidentals necessary to complete this item, including saw cutting the existing pavement and sealing the hot mix butt joints.

6. ITEMS 40, 40A, 40B & 40C – REMOVAL AND REPLACEMENT OF ROLLED, INTEGRAL CURB & VERTICAL CURBS

- a. These items shall consist of the removal and replacement of rolled, integral, or vertical curb made of Portland cement concrete, constructed on a subbase in accordance with specifications and of the form, dimensions and design shown in the Standard Detail Book. The base upon which the curb is to be set shall be compacted to a firm, even surface. All soft and unsuitable material shall be removed and replaced with GABC Type "B". All forms shall be set true to line and grade and held rigidly in position to prevent leakage of cement. They shall be either metal or acceptable planed and matched lumber, straight, free from warp and of sufficient strength to resist springing when the concrete is deposited against

them. If of wood, they shall be of two-inch (2") surfaced plank; if of metal, they shall be of approved sections and shall have a flat surface on top.

- b. Payment for removing old and installing new rolled, integral, or vertical curb shall be for the actual number of linear feet placed. The linear measure as provided for in the specifications, Items 40, 40A, 40B & 40C shall be paid for at the contract unit price, which price and payment shall be full compensation for removing old curb or excavating existing material where no curb exists, furnishing and placing GABC Type "B" where unsuitable base is encountered, installing new curb, furnishing and placing of all materials, labor and other preparations and incidentals to installing this item complete. Including saw cutting existing asphalt in front of curb, placing and tamping all backfill and restoring grass areas with topsoil, seed and biodegradable erosion control matting. Backfilling shall be completed immediately after the curb is complete and the forms removed. All backfill in the roadway shall be GABC Type "B".

CITY OF NEWARK
Delaware

INVITATION TO BID NO. 24-06

2024 ADA TRANSITION PLAN IMPROVEMENTS

LOCATION OF IMPROVEMENTS

1. Wyoming Road, n/e corner of eastern entrance/exit of School Lane Garden Apartments (20 Duke Street)
2. Wyoming Road, n/w corner of eastern entrance/exit of School Lane Garden Apartments (20 Duke Street)
3. Wyoming Road, n/e corner of western entrance/exit of School Lane Garden Apartments (20 Duke Street)
4. Wyoming Road, n/w corner of western entrance/exit of School Lane Garden Apartments (20 Duke Street)
5. Wyoming Road, n/e corner at Christina School District bus yard entrance/exit (400 Wyoming Road)
6. Wyoming Road, n/w corner at Christina School District bus yard entrance/exit (400 Wyoming Road)
7. Wyoming Road, s/e corner of UD Wyoming Complex entrance/exit (401 Wyoming Road)
8. Wyoming Road, s/w corner of UD Wyoming Complex entrance/exit (401 Wyoming Road)
9. Church Road & Panorama Drive, s/e corner (101 Panorama Drive)
10. Church Road & Panorama Drive, s/w corner (2 Woodshaw Road)
11. Church Road & Panorama Drive, n/w corner (20 Panorama Drive)
12. Church Road & Panorama Drive, n/w corner (20 Panorama Drive, on Church Road)
13. Church Road and Panorama Drive, n/e corner (706 Church Road)
14. Church Road & Spring Water Way, n/e corner (1 Spring Water Way)
15. Church Road & Spring Water Way, n/w corner (2 Stone Barn Court)
16. Valley Road, side of 2 Briarcreek Court
17. Valley Road, rear of 21 Kayser Court
18. Valley Road & Briarcreek Court, n/e corner (1 Kayser Court)
19. Valley Road & Briarcreek Court, s/e corner (2 Briarcreek Court)

CITY OF NEWARK
Delaware

INVITATION TO BID NO. 24-06

2024 ADA TRANSITION PLAN IMPROVEMENTS

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. 24-06 and binds themself 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:

BIDDERBID PROPOSAL FOR CONTRACT NO. 24-06

ITEM NO.	APPROX. QTY.	UNIT	ITEM DESCRIPTION	UNIT PRICE IN FIGURES	TOTAL AMOUNT
1	1	L.S.	Clearing and grubbing at Location 9		
22A	4	EA.	Valve box adjustment		
26	60	S.F.	Remove existing sidewalk and install 4" concrete sidewalk for curb ramp		
26A	3,330	S.F.	Remove existing sidewalk and install 6" concrete sidewalk for curb ramp		
26B	230	S.F.	Furnish and install red concrete detectable warning surface		
39	80	S.Y.	Furnish and install 4" Type "C" hot mix for street patching		
40	125	L.F.	Remove and replace rolled curb		
40A	90	L.F.	Remove and replace integral curb, DeIDOT Type 3-8		
40B	230	L.F.	Remove and replace vertical curb, DeIDOT Type 1-8		
40C	190	L.F.	Remove and replace or install new vertical curb, DeIDOT Type 1-6		
SAW	135	L.F.	Saw cut curb or concrete sidewalk to facilitate removal		

BID TOTAL

CITY OF NEWARK
Delaware

INVITATION TO BID NO. 24-06

2024 ADA TRANSITION PLAN IMPROVEMENTS

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): _____

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. 24-06

2024 ADA TRANSITION PLAN IMPROVEMENTS

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. 24-06, 2024 ADA TRANSITION PLAN
IMPROVEMENTS 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. 24-06

2024 ADA TRANSITION PLAN IMPROVEMENTS

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. 24-06

2024 ADA TRANSITION PLAN IMPROVEMENTS

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. 24-06

2024 ADA TRANSITION PLAN IMPROVEMENTS

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. 24-06

2024 ADA TRANSITION PLAN IMPROVEMENTS

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. 24-06

2024 ADA TRANSITION PLAN IMPROVEMENTS

REFERENCES SHEET

Provide the following information three (3) 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: _____

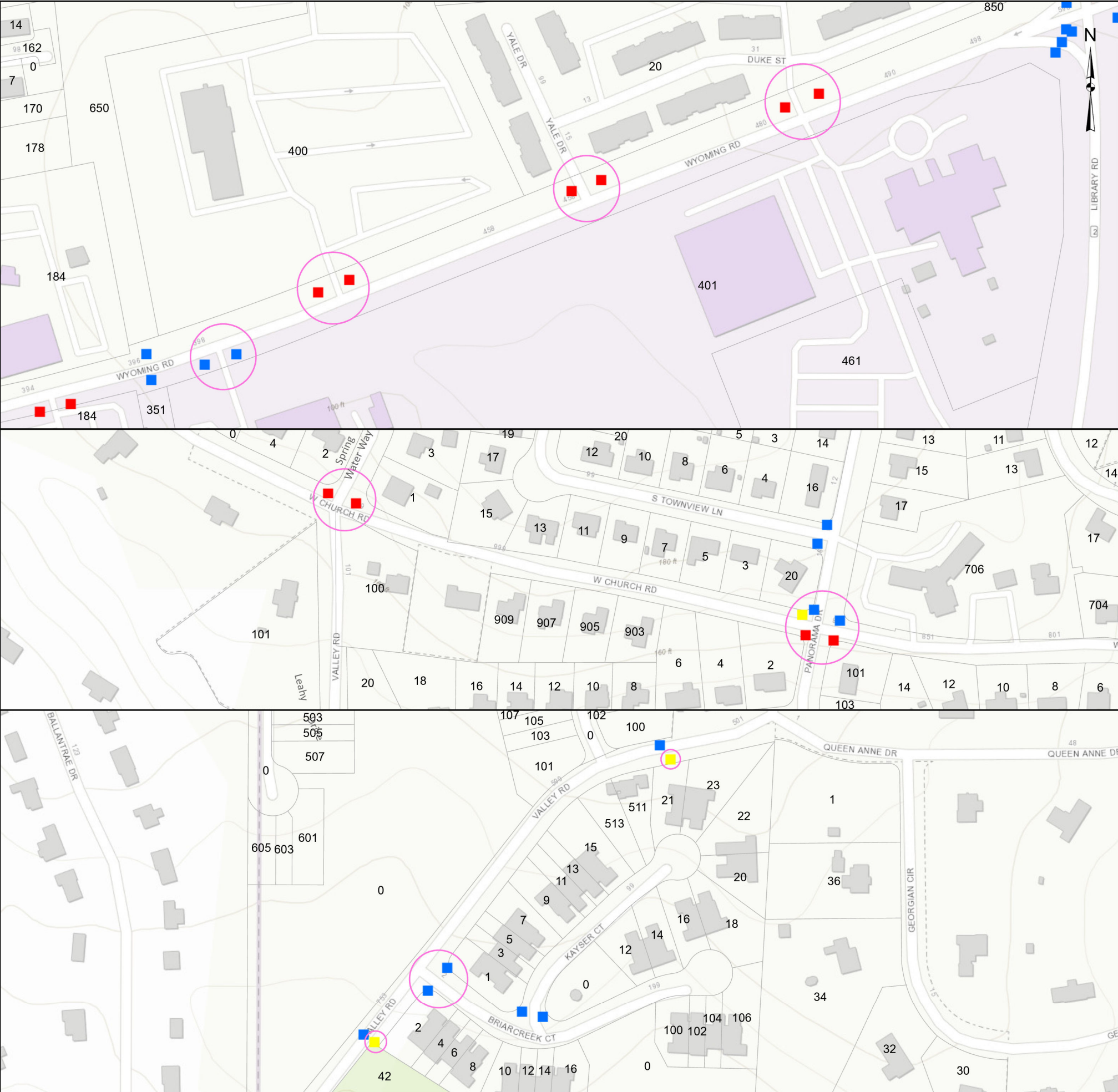
Address: _____

Telephone #/email: _____

3. Reference name: _____

Address: _____

Telephone #/email: _____



Locations for Handicapped Ramps for 2024 (ADDRESS) [RAMP ID]:

1. Wyoming Road, n/e corner of eastern entrance/exit of School Lane Garden Apartments [RA02230]
2. Wyoming Road, n/w corner of eastern entrance/exit of School Lane Garden Apartments [RA02231]
3. Wyoming Road, n/e corner of western entrance/exit of School Lane Garden Apartments [RA02233]
4. Wyoming Road, n/w corner of western entrance/exit of School Lane Garden Apartments [RA02232]
5. Wyoming Road, n/e corner at Christina School District bus yard entrance/exit (400 Wyoming Rd) [RA02234]
6. Wyoming Road, n/w corner at Christina School District bus yard entrance/exit (400 Wyoming Rd) [RA02235]
7. Wyoming Road, south side at s/e corner of UD Wyoming Complex entrance/exit [RA00414]
8. Wyoming Road, south side at s/e corner of UD Wyoming Complex entrance/exit [RA00413]
9. Church Road and Panorama Drive, s/e corner (101 Panorama Drive) [RA02136]
10. Church Road and Panorama Drive, s/w corner (2 Woodshaw Road) [RA02135]
11. Church Road and Panorama Drive, n/w corner (20 Panorama Drive) [RA00071]
12. Church Road and Panorama Drive, n/w corner (20 Panorama Drive, on Church Road) [RA03018]
13. Church Road and Panorama Drive, n/e corner (706 Church Road) [RA00072]
14. Church Road and Spring Water Way, n/e corner (1 Spring Water Way) [RA02134]
15. Church Road and Spring Water Way, n/w corner (2 Stone Barn Court) [RA02133]
16. Valley Road, side of 2 Briarcreek Court [RA03016]
17. Valley Road, rear of 21 Kayser Court [RA03014]
18. Valley Road and Briarcreek Court, n/e corner (1 Kayser Court) [RA00601]
19. Valley Road and Briarcreek Court, s/e corner (2 Briarcreek Court) [RA00600]



2024 ADA Ramp Locations

Proposed Installation and Rebuilding
of Ramps for the Handicapped

Drawn: BJL	Date: 4/5/2024
Approved: EJR	Date: x/x/2024
Page: 1 of 1	Project No. 24-06