

City of Milford



CITY COUNCIL AGENDA Monday, August 24, 2020

In accordance with the State of Emergency Declaration issued by Governor John Carney that became effective on March 13, 2020, all public meetings of the City of Milford shall be conducted electronically through Zoom until further notice to prevent unnecessary public gatherings.

This meeting is available to the public by accessing the following link:

<https://zoom.us/j/94780596248?pwd=azFtVU1tSDg0UWF2SjRvNm1XVFRPUT09> Passcode: 091731; Or Telephone: 312 626 6799 Webinar ID: 947 8059 6248 Passcode: 091731

Public Comments are encouraged on the items as noted on the agenda and may be submitted via email to cityclerk@milford-de.gov no later than the start of the meeting. Attendees may also alert the City Clerk that they wish to speak at the appropriate time during the meeting by submitting their name, address, and agenda item on which they would like to comment via the Zoom Q&A function or using the Raise Your Hand function during the meeting. All public comments received will be read into the record at the meeting.

6:30 P.M.

COUNCIL WORKSHOP

Presentation by City Engineering Technicians
Wayfinding Project

6:45 P.M.

COUNCIL WORKSHOP

Presentation by Help Initiative:
Lights On, Milford Strong
Weatherization Assistance Program
Health On, Milford Strong

COUNCIL MEETING

Call to Order - Mayor Archie Campbell

Invocation

Pledge of Allegiance

Recognition

New Employee Introduction/City Finance Director
Proclamation 2020-13/Prostate Cancer Awareness Month
Proclamation 2020-14/National Suicide Prevention Awareness Month

Communication & Correspondence

Unfinished Business

No items

New Business

Edward Byrne Memorial Justice Assistance Grant (JAG) Program/FY20 Local Solicitation
Approval/Police Department/Tyler Technologies Contract Amendment/Records Management Software
Approval/COVID-19 Emergency Expenses Funding
Funding Policy/Private and Not-for-Profit Organizations
Funding Request/Mispillion Art League/Big Draw Event
Bid Award/Mispillion Street Group Project
Bid Award/Lovers Lane Paving (CTF) Project

Executive Session

Motion to Recess into Executive Session

Pursuant to 29 Del. C. §10004(b)(4) Strategy sessions, including those involving legal advice or opinion from an attorney-at-law, with respect to collective bargaining or pending or potential litigation

Return to Open Session

Collective Bargaining Agreement

Adjournment

All items on the Council Meeting Agenda are subject to a potential vote.

**SUPPORTING DOCUMENTS MUST BE SUBMITTED TO THE CITY CLERK IN ELECTRONIC FORMAT
NO LATER THAN ONE WEEK PRIOR TO MEETING; NO PAPER DOCUMENTS WILL BE ACCEPTED OR DISTRIBUTED
AFTER PACKET HAS BEEN POSTED ON THE CITY OF MILFORD WEBSITE.**

© Public Comment, up to three minutes per person, will be accepted.

072420 072920 080520 081020 081120 081220 081420 081720
081920 Item Removed (09.14.2020a)
082020 & 082420 Items Removed

MILFORD WAYFINDING

2020 Pedestrian and Motor-vehicle Wayfinding Project

PARKING LOTS

Names

Signage (location/direction)

Ornamental Signs

Current Parking System



- Poor directional signs
- #4 – difficult to find entrance

- #3 – Old and in need of renovation
- #5 – “no outlet” sign deters people from parking lot

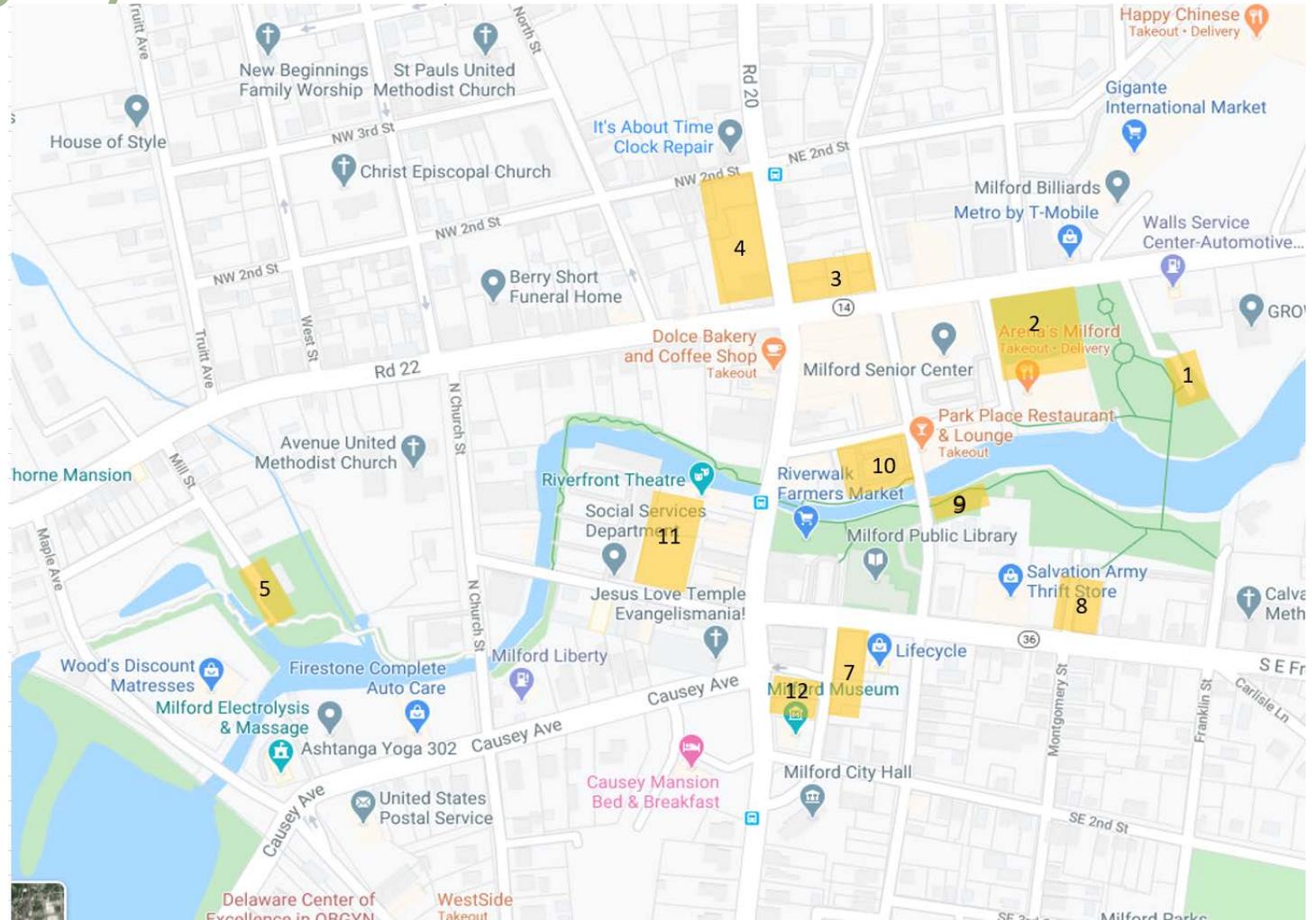
Current Parking System (cont.)



- #8 – no parking signs
- #12 – weird position in intersection & one way only

Current Parking System Issues

- Lots 1, 2, 3, 5, 8, 9, and 12 have no signs signaling they are public parking
- Lot 5 has “no outlet” sign which deters people from parking
- Lot 4 has no directional arrows and sign placement is suboptimal
- Lot 10 parking sign is too small to see when driving



Proposed Parking Lot Names

	Trees	Birds	Nuts
1	Magnolia	Finch	Walnut
2	Holly	Turkey	Pecan
3	Pine	Woodpecker	Almond
4	Cherry	Heron	Cashew
5	Willow	Goose	Peanut
6	Elm	Osprey	Hazelnut
7	Aspen	Raven	Pistachio
8	Cedar	Owl	Pine Nut
9	Sycamore	Swan	Macadamia
10	Birch	Duck	Chestnut
11	Mulberry	Pigeon	Coconut
12	Oak	Dove	Acorn

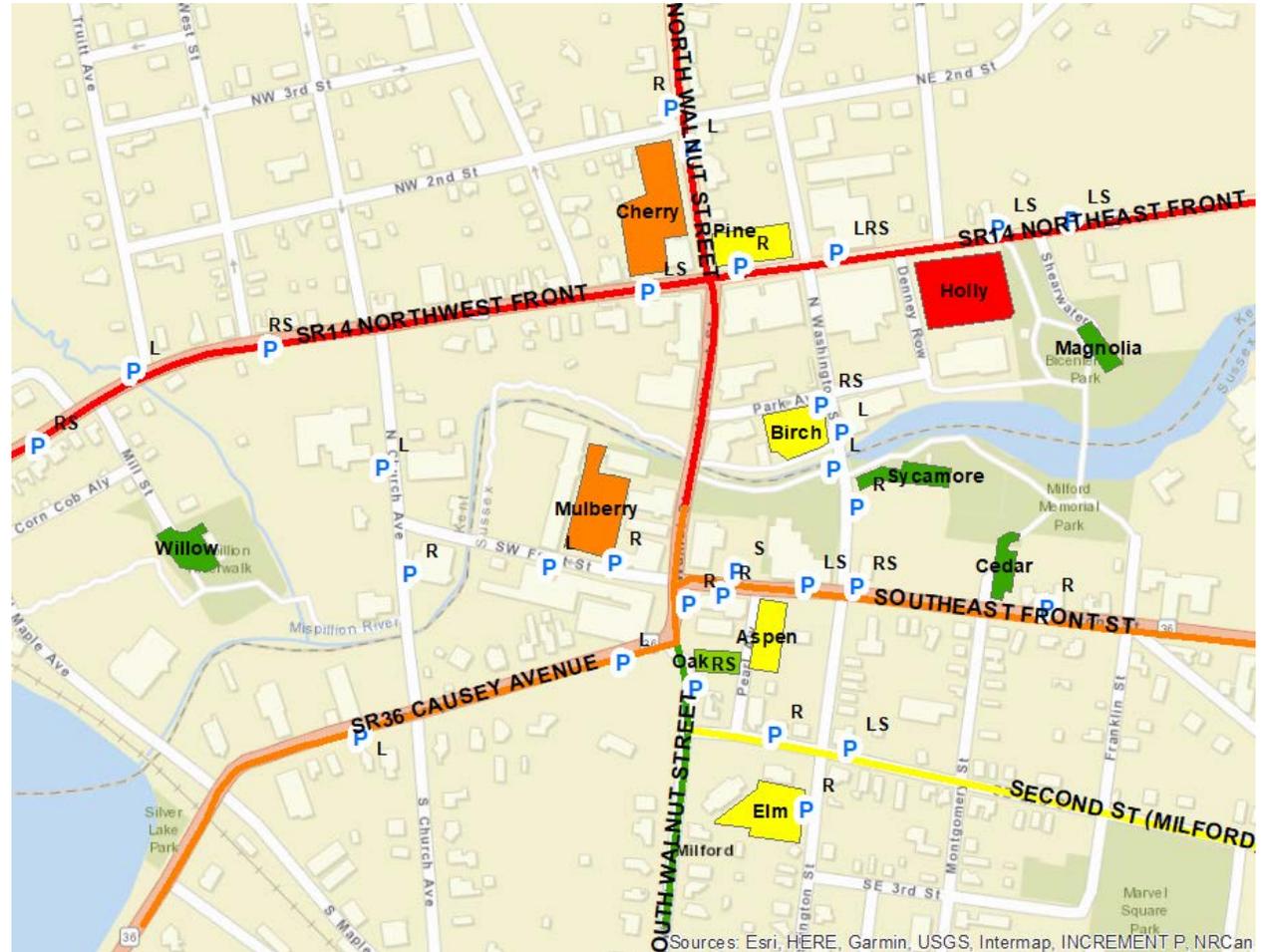
- Picked based off of themes relating to Milford, DE

New Signage location

- R -> Right
- S -> Straight
- L -> Left
- Combinations: LS, RS, and LRS



Legend		
Streets	Parking Lots	P Parking Signage
Traffic Flow	Capacity	
1982 - 2815	9 - 11	
2816 - 3649	12 - 17	
3650 - 4482	18 - 42	
4483 - 5316	43 - 68	
5317 - 6149	69 - 88	



Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan

Ornamental Designs



- Myparkingsign.com
- K-3926
- 13 @ \$51.95 each
- \$675.35 total
- Custom color is model # K2-3424

Total cost of parking signage

- \$37.50 for directional sign (30) + \$50 freight fee
 - **\$1,175.00 total**
 - Taken from Garden State Highway Products, Inc.
- \$51.95 for lot name sign (13)
 - **\$675.35 total**
 - Taken from myparkingsign.com
- **Grand total: \$1,850.35**

PEDESTRIAN WAYFINDING

Connecting the Riverwalk

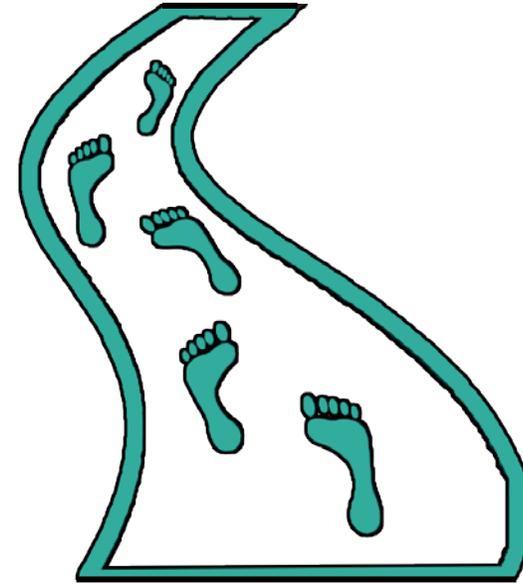
Riverwalk Mile Markers

Locations

Riverwalk Connections



- Our plan:
 - Painted images along light green line to connect dark green lines
 - Possibility of ladybugs; trees; geese; ducks etc.



Riverwalk Mile Markers

- Berntsen.com
- Art Signworks, Inc.
- Need 22 mile markers
- 6" @ \$65.50 each
- Total: $65.50 \times 22 = \$1,441$
- Engraving \$7.45 each = \$163.9
- Grand Total = \$1604.9



- 3.5" @ \$52.07 each
- Total: $52.07 \times 22 = \$1,145$

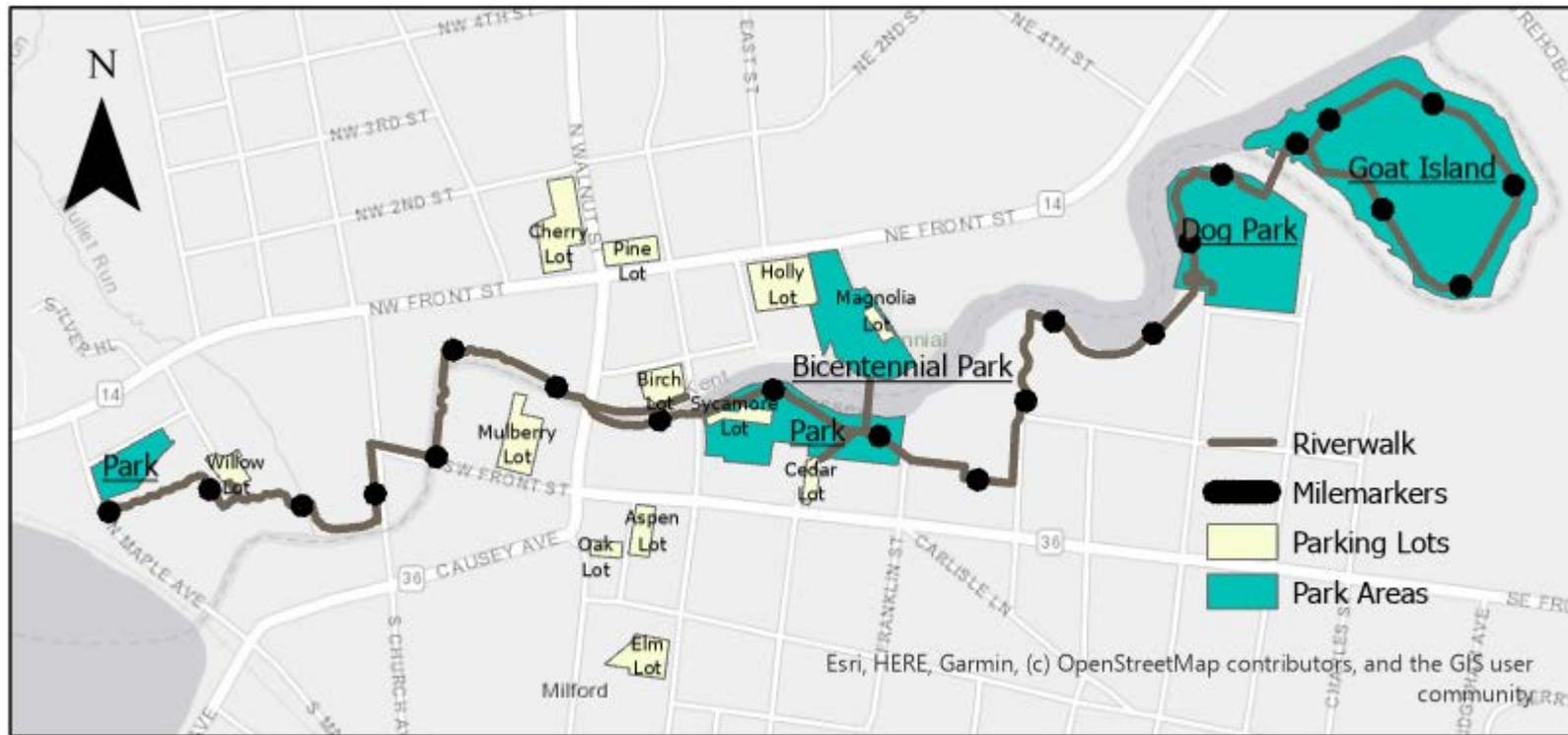


- 22 @ \$182.00 each
- Shipping = \$360
- Total = \$4,364.00



Riverwalk Signage

- Need 3-4 @ ~\$200 each
- Total of ~\$600-\$800

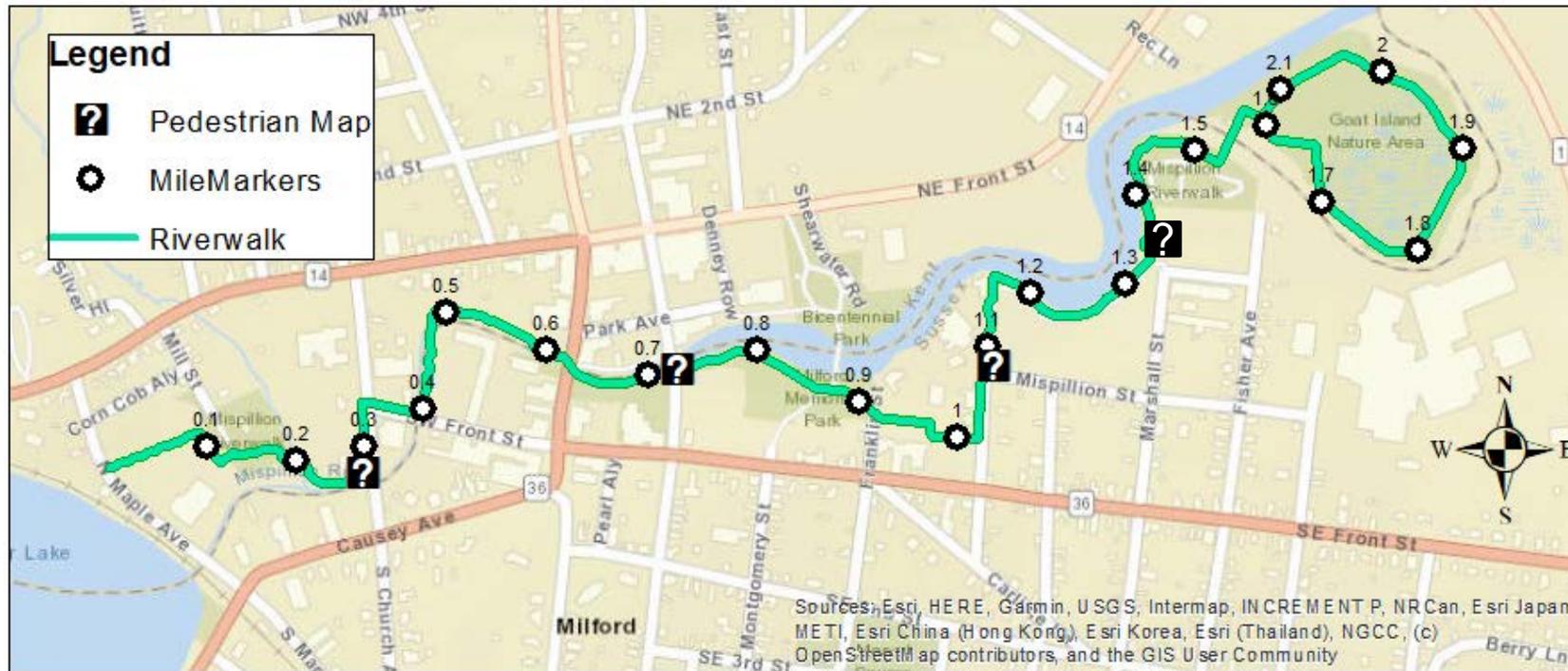


Proposed map



Locations of Signs

- Riverwalk sign at all major entrances to path
- Riverwalk mile markers every 0.1 mile



Total Cost of Project

- Low cost:

- 30 Directional signs + 13 Name signs = \$1850.35
- 3.5" circular metal trail markers (22) = \$1145
- 4 trail maps = \$800
- ***Grand total = \$3795.35***

- High Cost:

- 30 Directional signs + 13 Name signs = \$1850.35
- 22 pure cedar posts = \$4364
- 4 trail maps = \$800
- ***Grand total = \$7014.35***

- We suggest buying the 30 directional signs, 13 name signs, 13 circular metal trail markers, and 4 trail map displays for a grand total of \$3795.35.

QUESTIONS?

Thank you for your time

Lights-ON Delaware Strong Campaign FY2021 Program Services Approach

Milford City Council Briefing
Monday, August 24, 2020





Lights-ON Campaign Key Differentiators

- **Start** - Program implementation with contract funding from Energize Delaware for the Statewide Lights-ON Delaware Strong Campaign
- Partnership formation with City Council Briefing and execution of a Memorandum of Understanding
- Collaboration with the Police Department to define a target area based on concentrated areas of criminal activity around (1) multifamily, (2) Landlord Tenant, (3) Owner Occupied and (4) Vacant housing types
- Perform door to door Installations with advance door hanger notification & City Contact Phone Numbers to legitimize the Lights-ON campaign
- Conduct Intake and enrollment by using a public & durable client pledge to **(1)** anonymously notify 911 based on suspicious activity **(2)** promote Lights-On to neighbors **(3)** attend educational workshop
- Extend Community Policing through the Lights-ON Campaign and improve public safety in distressed communities
- Introduce energy efficiency measures and reduce utility/energy burden on the client thru education and workshop forums
- **End** - Build trust and be identified within a community as improving quality of life issues



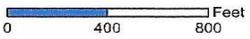
**City of Milford
Lights-On Milford Strong
Program Area**



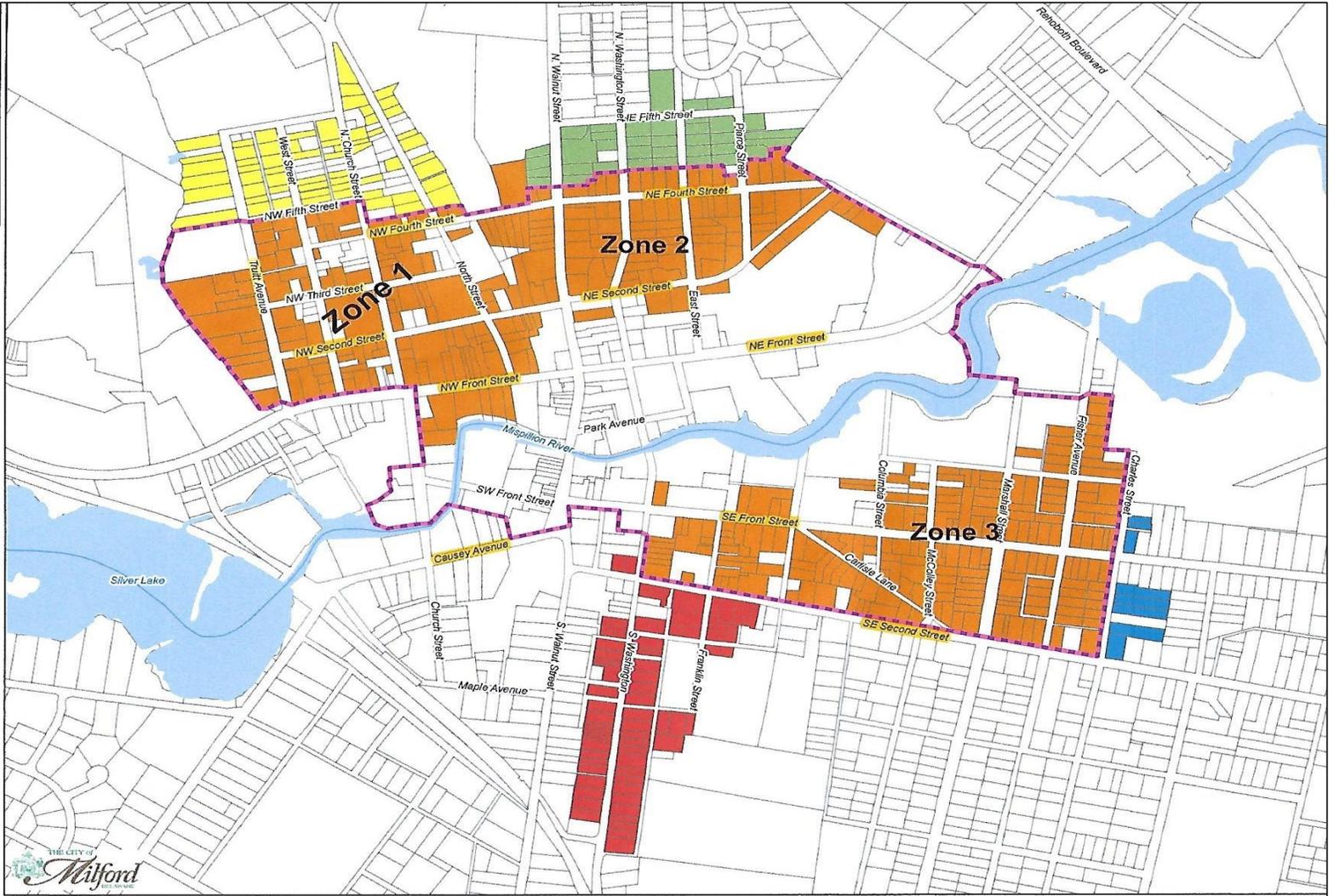
Downtown Development District Boundary

Residential Units

- Phase 1 - 412
- Phase 2A - 60
- Phase 2B - 36
- Phase 2C - 8
- Phase 2D - 69



Date: 3/6/2019 User Name: RPIerce
LightsOnMilfordStrong





CY2019 Performance Benchmarks Completed

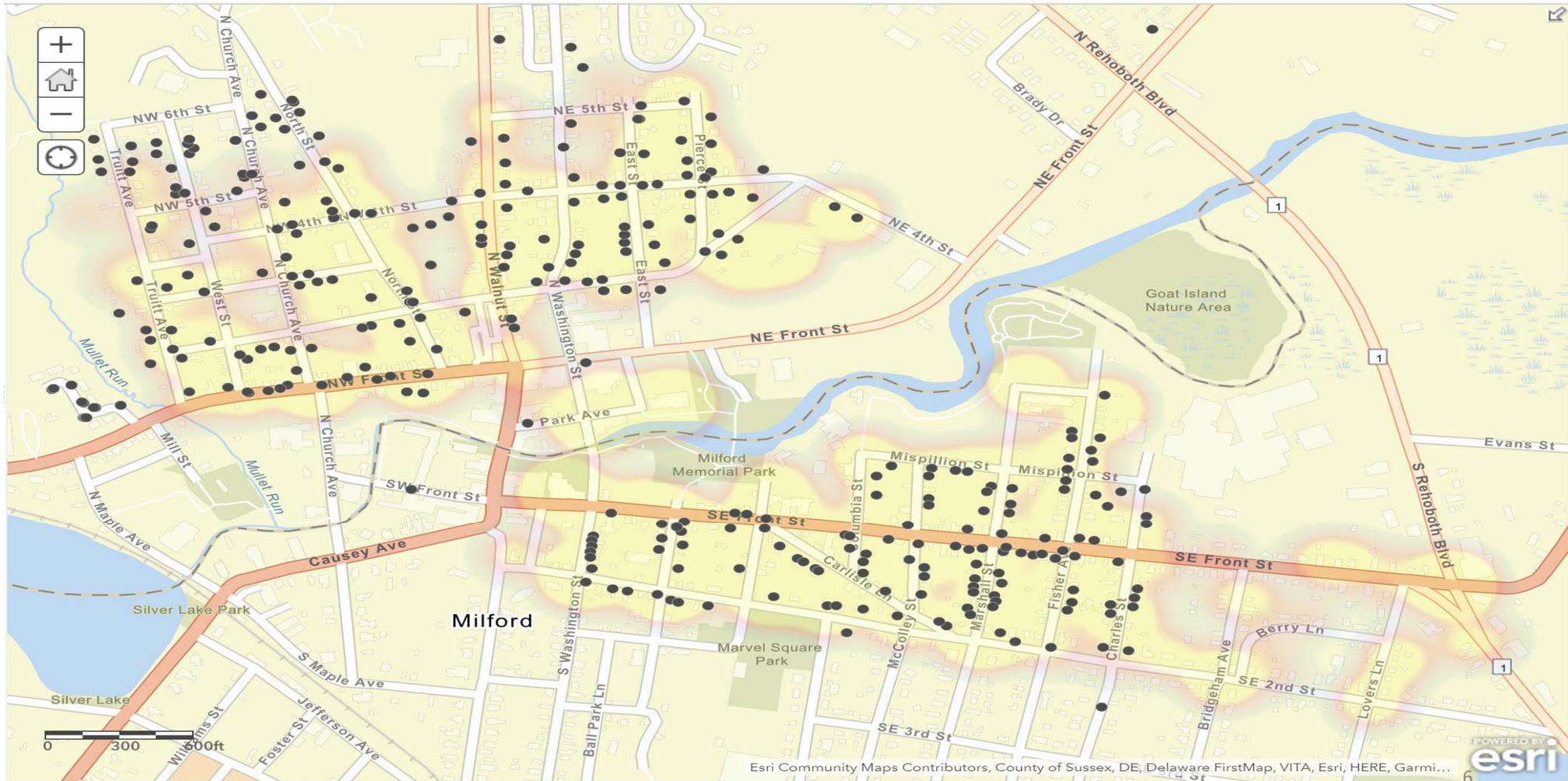
Category	No. of Homes	Energy Savings (WATTS)	Energy Savings per Home (WATTS)	Home w/ Meter Usage > 20K kWh / Year	Client Interest in HEC2
Single Family Installs	343	22,130	64.52	93	101
Multifamily Installs	125	5,138	41.10	n/a	36
Vacant Properties	10	n/a	n/a	n/a	n/a
Totals	478	27,268	57.04	93	137

CY2019 Educational Workshops

- Workshop Topics:
 - Energy Conservation Basics (i.e. Light bulbs, appliances, weatherization, heating & cooling)
 - Energy Efficiency Measures (air sealing, caulking, lighting, window treatments, appliances, cold water washing)
 - Understanding Utility Bills
 - Behavioral Change to reduce energy consumption
- Total Workshop Participants – 31
- Stakeholders – Energize Delaware Home Energy Checkup (HEC2), Milford Police Department, Milford Code Enforcement & Public Works, Faith Community



Attorney General Briefing (8-17-20) – Crime Statistics: Aug. 2019 to Jul. 2020 with Lighting Installs

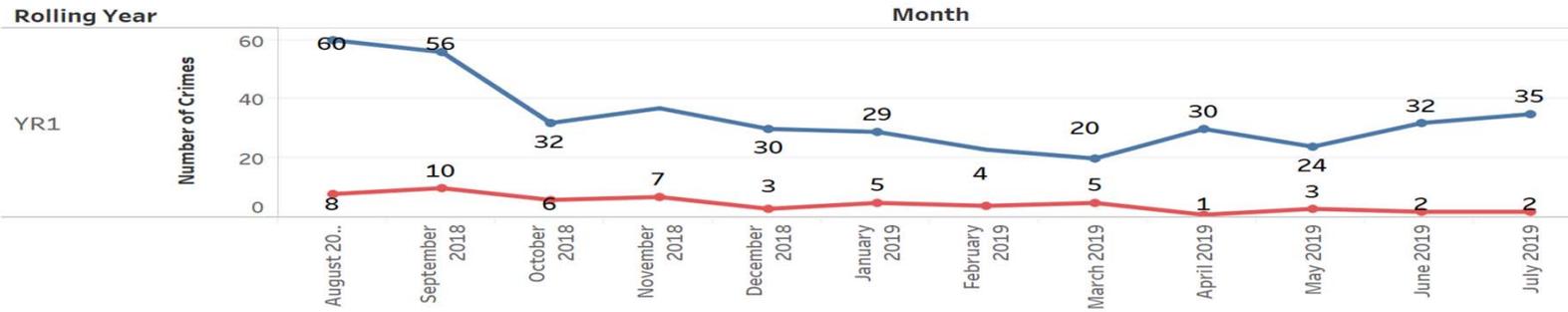


Crime Comparisons by Category
 YR1 (Aug. 2018 to Jul. 2019), YR2 (Aug. 2019 to Jul. 2020)

% Difference CY vs. PY
 -11.52% 11.52%

Crime Category	YR1		YR2	
	Number of Crimes	% Change	Number of Crimes	% Change
Part 1 Crimes	56		57	1.79%
Part 2 Crimes	408		361	-11.52%
Grand Total	464		418	-9.91%

Crime Comparisons by Category
 YR1 (Aug. 2018 to Jul. 2019)



Crime Comparisons by Category
 YR2 (Aug. 2019 to Jul. 2020)



FY2021 Program Delivery Approach

- **Lights On** – Phase 2 Energy Efficiency & Public Safety Campaign
- **Health On** – One Hundred (100) Healthy Home Assessments to Identify, Report SOW, and Refer to Service Providers
- **Home Energy Counseling & Checkup (HEC2)** – Interview, Assess & Installation of Measures with Recommendations & Referral to qualified Service Providers
- **Weatherization Assistance Program (WAP)** – Energy Coordinating Agency (ECA) subgrantee with HELP to provide Marketing, Outreach and Client Intake and Enrollment and ECA to provide Auditing and Installation of energy efficiency and home performance measures
- **Other Programs** to be announced shortly to improve household health and safety issues (i.e. Heating, Pre-Weatherization)





What is our ASK

- MOU executed between Milford and the HELP Initiative identifying scope of work requirements and performance benchmarks during specified period of performance. This is a no cost business proposition for Milford.
- Ability to work directly with Milford Police Department to identify Phase 2 target area and have access to crime data for outcome mapping purposes.
- Ability to work directly with the Milford Customer Service Department to identify program offerings that can serve those in need who are subject to service disconnection.
- Ability to work directly with Milford Planning Department to leverage ArcGIS resources for outcome mapping.
- Ability to participate in Milford sponsored Outreach events (i.e. Milford River Walk).
- Ability to leverage Milford social media resources to provide community awareness and news media coverage of program service offerings.

CY2019 Campaign Acknowledgements



Chief Kenneth Brown
City of Milford Police Department
1-302-422-8081
www.milfordpolicede.org



Suzanne E. Sebastian - Program Manager
302-883-3048 Office
www.EnergizeDelaware.org



Arthur J. Campbell – Mayor & City Council
Ph: 302-422-1111
www.cityofmilford.com

Point of Contact Information



Harold Stafford: Government Relations Director

Cell: 302-359-7289

Email: hstafford@helpinitiatede.org

Gerald Roderick – Public Safety Director

Cell: 410-708-3978

Email: groderick@helpinitiatede.org

Charles T. Kistler – Executive Director

Cell: 302-236-7773

Email: ckistler@helpinitiatede.org

City of Milford



PROCLAMATION 2020-13

Prostate Cancer Awareness Month

WHEREAS, prostate cancer is the most commonly diagnosed form of cancer and the second leading cause of cancer related deaths among men; and

WHEREAS, this year approximately 174,650 men will be diagnosed with prostate cancer in the United States alone every year and roughly 31,620 die this year from the disease – which is one man every 17 minutes; and

WHEREAS, 1 in 9 men are diagnosed with prostate cancer. African American men are at the highest risk for the disease with a rate of 1 in 6 men. African American men are 2.2 times more likely to die from the disease: and

WHEREAS, education regarding prostate cancer and early detection strategies is critical to saving lives and preserving and protecting our families; and

WHEREAS, all men are at risk for prostate cancer and we encourage the citizens of (City) to increase the importance of prostate screenings.

NOW, THEREFORE, BE IT RESOLVED, I, Arthur J. Campbell, Mayor of the City of Milford, by the power vested in me, do hereby proclaim the month of September 2020 to be Prostate Cancer Awareness Month in the City of Milford.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Milford to be affixed this 24th day of August 2020.

Mayor Arthur J. Campbell

Attest:

City Clerk Teresa K. Hudson

City of Milford



PROCLAMATION 2020-14

September Is National Suicide Prevention Awareness Month

Whereas, September is known across the United States as "Suicide Prevention Awareness Month" and is intended to help promote awareness surrounding each of the suicide prevention resources available to us in this community; and

Whereas, Suicidal thoughts can affect anyone regardless of age, gender, race, orientation, income level, religion or background; and

Whereas, Suicide is the 10th leading cause of death among adults and the 2nd leading cause of death among individuals between the ages of 10 and 34 in this country; and

Whereas, Claiming the lives of 129 Americans every day, each suicide directly impacts a minimum of 100 individuals, including family, friends, co-workers, neighbors, and community members; and

Whereas, the City of Milford chooses to publicly place our full support behind local educators, mental health professionals, athletic coaches, law enforcement officers, and parents, as partners in supporting our community by simply being available to one another; and

Whereas, local organizations like the AFSP Delaware Chapter are on the front lines of a war that many still refuse to discuss, as suicide and mental health remain too uncomfortable to talk about; and

Whereas, every member of our community needs to understand that throughout life's struggles, we all need the occasional reminder that we are all fighting our own battles; and

Whereas, I encourage all residents to take the time to check in with their family, friends, neighbors and coworkers on a regular basis and to communicate their appreciation for their existence by any gesture they deem appropriate. A simple phone call, message, handshake, or hug can go a long way towards helping someone realize that suicide is not the answer.

NOW, THEREFORE, I, Arthur J. Campbell, Mayor of the City of Milford, do hereby proclaim September 2020 as Suicide Prevention Awareness Month in the City of Milford.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Milford to be affixed this 24th day of August 2020.

Mayor Arthur Campbell

Attest _____
City Clerk Teresa K. Hudson

CITY OF MILFORD WINS 2020 INSURIFY BEST UP AND COMING HOUSING MARKET AWARD

Milford, Delaware. August 2020

Based on existing growth, current trends, and forecasts, the City of Milford has been identified as the top up and coming housing market in the State of Delaware. Cities were evaluated based on relative changes in home value over the past decade, trends in both value and sales prices over the past year, and forecasted 2021 home values.

“In real estate, as in many things, it’s important to not only focus on today’s hottest markets, but also on what’s developing on the horizon for tomorrow,” said Insurify CEO, Snejina Zacharia. “Though they may not be housing market heavyweights right now, homebuyers should pay attention to the cities with the fastest growth over the past decade, the past year, and into the future.”

For more information on this analysis and the full list of 2020 Best Up & Coming Housing Markets, visit: <https://insurify.com/insights/best-up-coming-housing-markets-2020/>



INSURIFY

**BEST UP-AND-COMING
HOUSING MARKETS**

2020 WINNER



DEMEC

THE DELAWARE MUNICIPAL ELECTRIC
CORPORATION BOARD OF DIRECTORS
CORDIALLY INVITES YOU TO THEIR

*26th Annual
~~Dinner~~ Virtual
Gathering*

Wednesday, September 9, 2020
6:30 p.m. | via Zoom

RSVP REQUIRED FOR ZOOM ACCESS

Call (302) 653-2733 or
email kfriel@demecinc.net





DEMEC

EARLY LOG IN ENCOURAGED | 6:15 P.M.
PROGRAM | 6:30 P.M.

WELCOME & OPENING REMARKS

Patrick E. McCullar, President & CEO
Delaware Municipal Electric Corporation

THE IMPORTANCE OF STRATEGIC PLANNING

Tim Blodgett, President & CEO
Hometown Connections

AWARDS & RECOGNITION

Kimberly Schlichting
COO - SVP Power Supply
Delaware Municipal Electric Corporation



REGISTRATION REQUIRED TO ACCESS THIS FREE EVENT

*Scan
to Register*



or contact **KENDRA FRIEL** at
(302) 653-2733 or kfriel@demecinc.net

**EDWARD BYRNE MEMORIAL
JUSTICE ASSISTANCE GRANT (JAG) PROGRAM
FY 2020 LOCAL SOLICITATION
PUBLIC NOTICE**

The Milford Police Department is soliciting comment and providing information regarding its application for federal funding under the Edward Byrne Memorial Justice Assistance Grant (JAG) Program: FY 2020 Local Solicitation.

The City of Milford has been allocated \$16,002 under a federal funding formula. If approved, the Police Department intends to use this allocation to purchase lockout tool kits, Class-B style uniforms, tasers and batteries, and a camera system.

The City of Seaford Police Department is expected to receive a \$11,390 portion of the grant funding to be used for the purchase of three computers and monitors, one projector, ASP baton training bag and baton, fifteen riot helmets, and uniform shirts.

If you would like to review the application materials or provide input, please contact Victoria Sessoms, Administrative Assistant, at Victoria.knorr@cj.state.de.us or by calling (302) 422-8081.

If you would like to mail in your comments, please send them to:

Milford Police Department
Attention: Victoria Sessoms
400 NE Front Street
Milford, DE 19963

Posted 08/05/20

Sent: Tuesday, August 11, 2020 9:58 AM

To: Hudson, Terri <thudson@milford-de.gov>; Brown, Kenneth <kenneth.brown@cj.state.de.us>

Subject: FW: Milford PD - Enterprise CAD migration and LIESS Custom Interface Amendment

Contract Proposal is an updated CAD request previously approved by the council for \$143,000 and some change, however the proposal has been slightly modified to add a couple of interfaces that were left out previously and reduce the number of on-site hours for the vendor as they are able to accomplish these tasks remotely.

Adding the needed interfaces and reducing the travel and living expenses of the vendor's personnel resulted in a final quote of \$141,930.

~~~

**From:** Milson, Christina [<mailto:Christina.Milson@tylertech.com>]

**Sent:** Thursday, August 06, 2020 4:37 PM

**To:** Huey Edward (Milford PD) <[edward.huey@CJ.State.de.us](mailto:edward.huey@CJ.State.de.us)>; Gilliams John <[john.gilliams@delaware.gov](mailto:john.gilliams@delaware.gov)>

**Cc:** Mckenna Maryann <[maryann.mckenna@delaware.gov](mailto:maryann.mckenna@delaware.gov)>; Zaleski, Eric <[Eric.Zaleski@tylertech.com](mailto:Eric.Zaleski@tylertech.com)>

**Subject:** Milford PD - Enterprise CAD migration and LIESS Custom Interface Amendment

Good afternoon,

Please find the attached amendment for the Enterprise CAD migration and LIESS Custom Interface project we've been discussing. This amendment needs to be signed by both the City of Milford Police Department and the Delaware Department of Safety and Homeland Security before we can process this amendment. Also, both Milford and Smyrna agreements must be signed before we will process either one. Each agency is receiving their amendment today.

Please let me know if there are any questions regarding the amendment.

**Christina Milson**

Senior Account Executive

Tyler Technologies, Inc.

P: 248.269.1000 ext. 1499

C: 910.200.4984

[www.tylertech.com](http://www.tylertech.com)



AMENDMENT

This amendment ("Amendment") is effective as of the date of signature of the last party to sign as indicated below ("Amendment Effective Date") by and between Tyler Technologies, Inc., a Delaware corporation with offices at 840 West Long Lake Road, Troy, MI 48098 ("Tyler") and State of Delaware, Department of Safety and Homeland Security, with offices at 303 Transportation Cir. Ste 220, Dover, DE 19901-4671 ("Client").

WHEREAS, Tyler and the Client are parties to a License Agreement with an effective date of March 11, 2013 (the "Agreement");

WHEREAS, Tyler and Client now desire to amend the Agreement;

NOW THEREFORE, in consideration of the mutual promises hereinafter contained, Tyler and the Client agree as follows:

1. The services set forth in Exhibit 1, and 2 and associated services as noted in Schedules 1 and 2, to this Amendment are hereby added to the Agreement. Any additional adjustments to scope not set forth herein must be reflected in another amendment to the Agreement.
2. The following payment terms, as applicable, shall apply:
  - a. Fixed price services are invoiced upon complete delivery of the service.
  - b. Project Management services, if any, will be billed monthly in arrears, beginning on the tenth day of the month immediately following the Amendment Effective Date.
  - c. Fixed-fee conversions are invoiced 50% upon acceptance of the Conversion Analysis Document, and 50% upon initial delivery of converted data.
  - d. Requested custom software interfaces are invoiced 100% upon initial delivery of the interface.
  - e. Travel expenses shall be invoiced as incurred, as applicable.
3. This Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement.
4. All other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the dates set forth below.

Tyler Technologies, Inc.

State of Delaware,  
Department of Safety and Homeland Security

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: Bryan Proctor

Name: \_\_\_\_\_

Title: President, Public Safety Division

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

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

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

Acknowledged by non-party authorized agency,  
City of Milford Police Department

By: \_\_\_\_\_

Name: \_\_\_\_\_

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

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

**Bill To:**  
Milford Police Department  
400 NE Front Street  
Milford, DE 19963



**Exhibit 1**  
**Amendment Investment Summary**

The following Amendment Investment Summary details the software, products, and services to be delivered by us to you under the Agreement. This Amendment Investment Summary is effective as of the Amendment Effective Date

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK



Date: 7/30/2020  
 Quote Expiration: 9/30/2020  
 Quote Name: Delaware Department of Safety and Homeland Security  
 - Migration Services for Milford PD  
 Quote Number: 2019-29634-11  
 Quote Description: Migration Services Milford

**Bill To**  
 Milford Police Department  
 400 NE Front Street  
 Milford, DE 19963

**Sales Quotation For**

Delaware Department of Safety and Homeland Security  
 303 Transportation Cir Ste 220  
 Dover , DE 19901-4671  
 Phone: +1 (302) 744-2680

**Tyler Software and Related Services**

| Description                      | License           | Impl Hours | Impl Cost  | Module Total | Year One Maintenance |
|----------------------------------|-------------------|------------|------------|--------------|----------------------|
| <b>Computer Aided Dispatch</b>   |                   |            |            |              |                      |
| Tyler CAD to Tyler CAD Interface | \$0               | 0          | \$0        | \$0          | \$0                  |
|                                  | <i>Sub-Total:</i> |            | <i>\$0</i> | <i>\$0</i>   | <i>\$0</i>           |
|                                  | <b>TOTAL:</b>     | <b>0</b>   | <b>\$0</b> | <b>\$0</b>   | <b>\$0</b>           |

**Services**

| Description                                   | Quantity      | Unit Price | Discount | Total            |
|-----------------------------------------------|---------------|------------|----------|------------------|
| Project Management                            | 1             | \$14,240   | \$0      | \$14,240         |
| Tyler CAD to Tyler CAD Interface Installation | 1             | \$0        | \$0      | \$0              |
| Custom Interface to LEISS/DELJIS (Import)     | 1             | \$16,800   | \$0      | \$16,800         |
| CAD Build Services                            | 1             | \$1,160    | \$0      | \$1,160          |
| Law Enforcement Records Build Services        | 1             | \$2,175    | \$0      | \$2,175          |
| CAD Training                                  | 1             | \$4,350    | \$0      | \$4,350          |
| CAD Go-Live Services                          | 1             | \$8,700    | \$0      | \$8,700          |
| Decision Support Software Implementation Fee  | 1             | \$2,175    | \$0      | \$2,175          |
| Message Switch Services                       | 1             | \$580      | \$0      | \$580            |
| NCIC Installation                             | 1             | \$7,250    | \$0      | \$7,250          |
| Conversions                                   |               |            |          | \$68,500         |
|                                               | <b>TOTAL:</b> |            |          | <b>\$125,930</b> |

| <b>Summary</b>                                    | <b>One Time Fees</b> | <b>Recurring Fees</b> |
|---------------------------------------------------|----------------------|-----------------------|
| Total Tyler Software                              | \$0                  | \$0                   |
| Total Annual Fees                                 |                      | \$0                   |
| Total Tyler Services                              | \$125,930            |                       |
| Total Other Costs                                 | \$0                  |                       |
| Total Third Party Hardware, Software and Services | \$0                  | \$0                   |
| Travel and Living Expenses                        | \$16,000             |                       |
| <b>Summary Total</b>                              | <b>\$141,930</b>     | <b>\$0</b>            |

**Detailed Breakdown of Conversions (Included in Summary Total)**

| Description                                                                                                                                                                                                          | Quantity      | Unit Price | Discount | Total           |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|------------|----------|-----------------|
| <b>Computer Aided Dispatch</b>                                                                                                                                                                                       |               |            |          |                 |
| CAD Conversion to New World Enterprise CAD (One Source)                                                                                                                                                              | 1             | \$15,000   | \$0      | \$15,000        |
| <b>Law Enforcement Records Management System</b>                                                                                                                                                                     |               |            |          |                 |
| Law Enforcement Records Management Conversion (One Source) Including: Cases; Incidents for Cases; Arrests; Tickets; and Warrants                                                                                     | 1             | \$18,750   | \$0      | \$18,750        |
| Property Conversion (One Source)                                                                                                                                                                                     | 1             | \$7,500    | \$0      | \$7,500         |
| <b>Data File Conversion</b>                                                                                                                                                                                          |               |            |          |                 |
| Base Conversion (One Source); Master Files including Master Name (Jackets); Addresses; and Narratives / Includes one source of data. Does not include everything the Name is linked to (e.g. tickets, arrests, etc.) | 1             | \$17,000   | \$0      | \$17,000        |
| Data Conversion Analysis and Assessment                                                                                                                                                                              | 1             | \$4,000    | \$0      | \$4,000         |
| Address Re-Verification                                                                                                                                                                                              | 1             | \$6,250    | \$0      | \$6,250         |
|                                                                                                                                                                                                                      | <b>TOTAL:</b> |            |          | <b>\$68,500</b> |

## Assumptions

Personal Computers must meet the minimum hardware requirements for New World products. Microsoft Windows 7/8.1/10 32/64 bit or later is required for all client machines. Windows Server 2012/2016 and SQL Server 2012/2014/2016 are required for the Application and Database Server(s).

New World product requires Microsoft Windows Server 2012/2016 and SQL Server 2012/2016, including required Client Access Licenses (CALs) for applicable Microsoft products. Servers must meet minimum hardware requirements provided by Tyler. The supported Microsoft operating system and SQL versions are specific to Tyler's release versions.

New World product requires Microsoft Excel or Windows Search 4.0 for document searching functionality; Microsoft Word is required on the application server for report formatting.

Tyler recommends a 100/1000MB (GB) Ethernet network for the local area network. Wide area network requirements vary based on system configuration, Tyler will provide further consultation for this environment.

Does not include servers, workstations, or any required third-party hardware or software unless specified in this Investment Summary. Client is responsible for any third-party support.

Licensed Software, and third-party software embedded therein, if any, will be delivered in a machine readable form to Client via an agreed upon network connection. Any taxes or fees imposed are the responsibility of the purchaser and will be remitted when imposed.

Tyler's GIS implementation services are to assist the Client in preparing the required GIS data for use with the Licensed New World Software. Depending upon the Licensed Software the Client at a minimum will be required to provide an accurate street centerline layer and the appropriate polygon layers needed for Unit Recommendations and Run Cards in an industry standard Esri file format (Personal Geodatabase, File Geodatabase, Shape Files). Client is responsible for having clearly defined boundaries for Police Beats, EMS Districts and Fire Quadrants. If necessary Tyler will assist Client in creating the necessary polygon layers (Police Beats, EMS Districts and Fire Quadrants) for Unit Recommendations and Run Cards. Tyler is not responsible for the accuracy of or any ongoing maintenance of the GIS data used within the Licensed New World Software.

Client is responsible for any ongoing annual maintenance on third-party products, and is advised to contact the third-party vendor to ensure understanding of and compliance with all maintenance requirements

All Tyler Clients are required to use Esri's ArcGIS Suite to maintain GIS data. All maintenance, training and ongoing support of this product will be contracted with and conducted by Esri. Maintenance for Esri's ArcGIS suite of products that are used for maintaining Client's GIS data will be contracted by Client separately with Esri.

CAD Maintenance includes 24/7 Support.

When Custom interface is included, Custom interface will be operational with existing third-party software. Any subsequent changes to third-party applications may require additional services.

When State/NCIC is included, Client is responsible for obtaining the necessary State approval and any non-Tyler hardware and software. Includes state-specific standard forms developed by Tyler. Additional forms can be provided for an additional fee.

This proposal can only be executed if Capital Police Department executes the CAD Enterprise Migration Project before Milford Police Department and Smyrna Police Department.

## **Assumptions**

This proposal is only valid if Milford Police Department and Smyrna Police Department execute this CAD Enterprise Migration project at the same time. If either agency opts out or plans to execute at separate times, the project will need to be rescope.



## **Exhibit 2**

### **Professional Services**

#### **1. Project Management Services**

We shall act as Project Manager to assist you in implementing the Tyler Software. Project Management Services include:

- a) Developing an Implementation Plan;
- c) Providing revised Implementation Plans (if required);
- d) Providing monthly project status reports; and
- e) Facilitating project status meetings
  - a project review (kickoff) meeting at your location
  - progress status meeting(s) during implementation via telephone conference or at your location; and
  - a project close-out meeting at your location to conclude the project.
- f) Consultation with other vendors or third parties, if necessary.

#### **2. Implementation and Training Support Services**

Implementation and training support services have been allocated for this project as described in the Amendment Investment Summary. Avoiding or minimizing custom or modified features will aid in keeping the support costs to the amount allocated. The recommended implementation and training support services include:

- a) implementation of the Tyler Software;
- b) Training you or assisting with your training on the Tyler Software; and
- c) tailoring of Tyler Software by our technical staff and/or consultation with our technical staff, if applicable.

The project management, implementation and training support services provided by us may be performed at your premises and/or at our headquarters in Troy, Michigan (e.g., portions of project management are performed in Troy).

We make all reasonable efforts to schedule our personnel for travel, including arranging travel reservations, at least two (2) weeks in advance of commitments. Therefore, if you cancel services less than two (2) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) non-refundable expenses incurred by us on your behalf, and (b) daily fees associated with cancelled professional services if we are unable to reassign our personnel. We will make all reasonable efforts to reassign personnel in the event you cancel within two (2) weeks of scheduled commitments.

#### **3. Interface and/or Fixed Installation Services**

We shall provide interface and/or fixed installation services as described in the Amendment Investment Summary.



**Exhibit 2**  
**Schedule 1**  
**Data File Conversion Assistance**

We will provide conversion assistance to you to help convert the existing data files specified below. If additional files are identified after contract execution, estimates will be provided to you prior to us beginning work on those newly identified files.

General

1. A data conversion analysis and assessment to verify the scope of effort for the project will be conducted. A revised cost estimate for the data conversion may be provided at the conclusion of the assessment. You may elect to cancel or proceed with the conversion effort based on the revised estimate.
2. This conversion effort includes data coming from one unique database or source, not multiple sources.
3. No data cleansing, consolidation of records, or editing of data will be part of the data conversion effort. Any data cleansing, removal of duplicate records, or editing must take place by you prior to providing the data to us.

Our Responsibilities

1. We will create and provide you with a conversion design document for signoff prior to beginning development work on the data conversion. No conversion programming by us will commence until you approve this document.
2. We will provide the data conversion programs to convert your data from a single data source to the Tyler Software for the specified files that contain 500 or more records.
3. As provided in the approved project plan for conversions, we will schedule on-site trips to your location in order to conduct the following:
  - a. Conversion Analysis,
  - b. Assistance for Mapping and Testing, and
  - c. Conversion Go-Live Implementation and Support

You will be responsible for travel expenses as set forth in the Invoicing and Payment Policy.

4. We will provide you up to three (3) test iterations of converted data. One test iteration consists of:
  - a. Running a conversion test in your test environment,
  - b. Your reviewing a conversion test and responding in writing to us (see Client responsibilities paragraph 3 below),
  - c. We correct or otherwise respond to issues discovered and reported by you,

- d. We will conduct internal testing to verify corrections, and
  - e. Both parties planning for the next test iteration and/or the live implementation.
5. Tyler will provide warranty coverage for any conversion-procedure-related issue reported by Client to Tyler within thirty (30) days after the conversion is run in the live database.

#### Client Responsibilities

1. Provide a current copy of the databases to be converted in one of the following formats:
  - a. Microsoft SQL Server database
  - b. Microsoft Access database
  - c. Microsoft Excel spreadsheet
  - d. An ASCII format delimited text file, including embedded column headers and text delimiters.
2. You will respond to each test iteration in writing, on a form provided by us, either:
  - a. Indicating acceptance that the Data Conversion Process is ready for the final conversion, or
  - b. Indicating a list of changes that need to be applied to the Data Conversion Process for the next test iteration.

Up to three (3) test iterations are provided as part of the Data Conversion Process. After the third (3<sup>rd</sup>) test iteration, you shall pay our then-current flat fee for each additional test iteration. You will promptly review each test iteration when delivered by us. Prompt review by you will reduce the likelihood that a need for additional test iteration(s) may arise due to an extended delay between delivery of a test iteration and its review.

3. If available, provide a data dictionary (data descriptors) of the databases being converted.
4. As provided in the project plan for conversions, you will provide a dedicated resource in each application area to focus on conversion mapping and testing. This includes dedicating a support person(s) whenever our staff is on site regarding conversions. Roughly a one to one ratio exists for your commitment and our commitment. You understand that thorough and timely testing of the converted data by your personnel is a key part of a successful data conversion.
5. You agree to promptly review and signoff on both the conversion design document, and on the final conversions after appropriate review.

Only one data source will be converted for each of the files described in the Investment Summary, unless otherwise noted.



## Exhibit 2 Schedule 2

### Customer Requested Standard Software Enhancements and/or Custom Software

#### 1. Definition

We will provide you requested standard software enhancements and/or custom software services as discussed below. You agree to cooperate in limiting the scope of those modifications and enhancements, as described below.

An analysis and assessment to verify the scope of effort for these services will be conducted. A revised estimate for the enhancements/customizations may be provided at the conclusion of the assessment. You may elect to cancel or proceed with the enhancements/customizations based on the revised estimate.

Capabilities included in the initial scope:

a) Custom Software/Interfaces

While we will provide reasonable consultation, you are responsible for obtaining technical contacts and/or technical specifications from the third parties involved.

#### **Accidents**

- One-way import of accident data from the State into a New World accident record
- Data to be imported may include
  - Persons
  - Vehicles
  - Accident Location (address information)
  - Crash Narrative
  - Crash Date/Time
  - Other minimally required fields to create an accident record
- The interface will adhere to the latest accident export schema as provided by the State. New World is not responsible for any changes in the State software. If updates are made to the State export file structure, necessitating changes to the interface, development effort for these changes will need to be funded under a new contract.
- The interface will attempt to match the inbound subject and vehicle data with existing records in New World. When a match is not found, a new record will be created.

- Specific events, conditions and factors pertaining to the crash, will not be imported
- Documents (including crash report and crash diagrams) will be attached to the accident record if made available by the State.
- The import of data will be a batch process that will occur at a frequency configurable by the customer. The interface will support one import method and format. Data may be transmitted as a file, through a web service, as a TCP message or other agreed upon protocol.
- The interface will be limited to fields that exist in the New World accident module. No new fields will be added to the New World database or user screen.

#### Cases

- One way import of case data from the State to the New World Case module in LERMS
- Data to be imported may include
  - Case details
  - Case subjects and demographic data
  - Case narrative
  - Offense information
  - Documents
- Case property, arrests, and field investigations will not be imported as part of this interface
- The interface will adhere to the latest case export schema as provided by the State. New World is not responsible for any changes in the State software. If updates are made to the State export file structure, necessitating changes to the interface, development effort for these changes will need to be funded under a new contract.
- The interface will attempt to match the inbound subject and vehicle data with existing records in New World. When a match is not found, a new record will be created.
- The interface will support one transfer method and format. Data may be transmitted as a file, through a web service, as a TCP message or other agreed upon protocol.
- The interface will be limited to fields that exist in the case module. Core software functionality will not be modified.

The pricing of the interface is reflective of each requesting agency (Smyrna and Milford Police Departments) contracting for their respective share of the total interface cost. If either agency opts not to execute their respective contract, the agreement will need to be rescoped for a single agency.

## 2. Methodology to Provide Enhancements and/or Custom Software

### a) Our Responsibility

As part of our delivery of these services, we will:

- (1) Review the required features for the items set forth in paragraph 1, above, with you.
- (2) Prepare a Requirements Document (RD) to include:
  - Detailed description of the required feature
  - menu samples
  - screen samples
  - report samples
- (3) Conduct the programming and programming test.
- (4) Provide the associated in-scope training, testing and/or other support services.

For an enhancement or custom software requiring over seven (7) days of services, we will utilize the design document procedure described below. For enhancements or custom software that require less than seven (7) days of services, we will use a Request For Service (RFS) procedure. Both procedures are reviewed with you at a pre-installation planning meeting. The RFS procedure utilizes a form with a narrative description and supporting documentation if applicable to define the work to be done.

### b) Design and Development Procedure

| <u>Activity</u>                                                                                                                                                                                                                                                                     | <u>Targeted Time Period</u> |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------|
| (1) We will work with your staff in completing the RD. You agree to be reasonable and flexible in not attempting to design the modifications to be more extensive than called for in the scope (cost and schedule) of this project.                                                 | To be determined            |
| (2) We submit completed RD to you.                                                                                                                                                                                                                                                  | To be determined            |
| (3) You will review and sign off on the RD. Once you sign off on the RD, any subsequent changes must be documented along with the impact on pricing and schedule, if any. No programming will be done by us until the formal sign-off and your authorization to proceed in writing. | To be determined            |
| (4) We complete programming from RD and provide the associated deliverable to you.                                                                                                                                                                                                  | To be determined            |
| (5) You test software modification based on RD.                                                                                                                                                                                                                                     | To be determined            |

**3. Third Party Responsibilities**

- a) The third-party will provide a documented API that will allow access to required data via a file transfer, web service, or TCP/IP.
- b) We will not be responsible for making any modification in the 3rd party software to support this interface.
- c) The third-party will work with us and you to test the interface.

The custom interfaces we agree to deliver to you under this Agreement are set forth in the Amendment Investment Summary.



FINANCE DEPARTMENT  
10 Southeast Second Street  
Milford, DE 19963

PHONE 302.424.5140  
FAX 302.424.5932  
www.cityofmilford.com

Date: August 20, 2020  
To: Mayor and City Council  
Through: Mark A. Whitfield, City Manager  
From: Sandra Peck, Accountant II  
Re: COVID-19 Emergency Expenses Funding

Emergency funds were distributed to departments for COVID-19 needs. The City was able to obtain a Justice Assistance Grant (JAG) to aid in costs throughout the city. Additionally, we have filed the Request for Public Assistance with FEMA for reimbursement of eligible expenses.

|               |           |
|---------------|-----------|
| JAG Funding   | \$ 62,187 |
| FY20 Expenses | \$ 43,532 |
| FY21 Expenses | \$ 18,655 |

JAG funds were spent on computer equipment for remote work access, Zoom services and touchless bathroom equipment.

|                                                   | <u>FY20</u>      | <u>FY21 Anticipated</u> |
|---------------------------------------------------|------------------|-------------------------|
| COVID-19 Expenses                                 | \$ 58,876        | \$ 38,000               |
| Estimated FEMA Funding (75% of eligible expenses) | \$ (44,157)      | \$ (28,500)             |
| <b>City Portion</b>                               | <b>\$ 14,719</b> | <b>\$ 9,500</b>         |

FEMA funding is eligible to reimburse expenses incurred to meet the requirements set forth in the State of Delaware Declaration of a State of Emergency, as modified. Our expenses have yet to be reviewed and approved by FEMA, so the recommendation below includes a margin to allow for the uncertainty of actual FEMA aid.

**Recommendation:** I recommend council authorize up to \$20,000 from the general fund for fiscal year 2020 COVID-19 expenses and \$9,500 from general reserves for fiscal year 2021 COVID-19 expenses



Date: August 21, 2020  
To: Mayor and City Council  
From: Mark A. Whitfield, City Manager  
Re: Funding Requests

---

Council has received a funding request for the Big Draw Festival DE to be held in downtown Milford in October. Presently, a Resolution passed by Council on June 12, 2000 restricts City funding to organizations that are not directly created or commissioned by the City of Milford. The Big Draw is an event being organized by the Mispillion Art League, an organization with no connections with the City of Milford.

Council may want to consider revising the existing Resolution currently on the books to permit funding request for City events which benefit the City of Milford and its residents. Additionally, it may be possible for the Big Draw event to be sponsored/partnered with the Parks and Recreation Department, or DMI, both entities that meet the criteria of being “created or commissioned by the City”.

Council did budget an additional \$5000 for Community Festivals in the 2021 Operating Budget. The funding request for the Big Draw is \$4646, therefore sufficient fund are available to fund the request.

Recommendation: I recommend Council consider:

- 1) Authorizing the funding request provided the Mispillion Art League partner with the City of Milford Parks and Recreation Department for the event, and enter into an agreement with the City; or,
- 2) Denying the request based on the Council Resolution of June 12, 2000.

WHEREAS, attached to said copies shall be notice of the day, hour and place that Council will sit as a Board of Revision and Appeal for said Scrap Assessment;

NOW, THEREFORE, BE IT RESOLVED, and it is resolved, that on Monday, the 14th day of August, 2000, at 7:00 p.m., the City Council of the City of Milford will sit as a Board of Revision and Appeal for the 2000-2001 Scrap Assessment.

The motion for adoption of this Resolution was carried unanimously.

6) Adoption of Resolution to Expand Water Utility Services

Motion made by Mrs. Flick and seconded by Mr. Lewis for adoption of the following Resolution:

WHEREAS, the City of Milford, Delaware owns, operates and maintains a public water system to serve its citizens; and

WHEREAS, the Delaware Department of Natural Resources and Environmental Control (DNREC) has been granted by the Delaware General Assembly to establish water utility services territories; and

WHEREAS, DNREC establishes water utility service territories through the issuance of Certificate of Public Convenience and Necessity (CPCN); and

WHEREAS, the City of Milford has recently extended its corporate boundary to areas beyond its existing CPCN's.

THEREFORE, BE IT RESOLVED, by the Mayor and Council of Milford as follows:

1. That the Mayor and Council of Milford shall authorize the preparation of a CPCN application to include the existing corporate boundaries of Milford and all existing water customers outside the City limits; and
2. That the City Manager, Richard D. Carmean, shall be authorized to sign all application materials and associated documents related to the CPCN application.

The motion was carried unanimously.

7) Adoption of Resolution to Terminate Future Donations to Outside Organizations

Motion made by Mrs. Flick and seconded by Mrs. Brown for adoption of the following Resolution:

WHEREAS, the Council of the City of Milford has in the past maintained the practice of providing funding for some private and not-for-profit

organizations; however, the City had no standards or criteria for said organizations to qualify for said funding; and

WHEREAS, the Charter of the City authorizes the Council of the City of Milford to collect taxes to defray the expenses of the City; and

WHEREAS, the funding provided to said organizations is not a necessary expense of the operations of City government and such funding should be provided directly from private citizens and organizations rather than indirectly through the use of City of Milford tax revenues.

NOW, THEREFORE, THE COUNCIL OF THE CITY OF MILFORD HEREBY RESOLVES AS FOLLOWS:

BE IT RESOLVED that the City of Milford hereby discontinues and terminates the practice of providing funding to private and not-for-profit organizations other than entities directly created or commissioned by the City of Milford or entities providing services to the City per agreement entered into with the City of Milford.

Mr. Ellison said this appears to only address organizations and how would it apply to individuals. Dr. Topol pointed out that it states "private and not-for-profit" and "private" would include individuals.

The motion for adoption of this resolution was carried unanimously.

8) Approval of National League of Cities Annual Dues

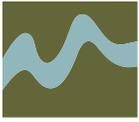
Mayor Rogers asked for comments from Council and members who have attended the national conference considered it very worthwhile and the City Manager said Mr. Kemmerlin also obtained valuable information while working on the Personnel Ordinance.

Motion made by Mrs. Brown and seconded by Mrs. Flick to approve payment of annual dues to the National League of Cities in the amount of \$849.00. Motion carried.

9) Approval of Delaware Local League of Government Dues

The annual dues is \$3,000.00 and the City Manager said that most of this goes for legislative activities. Dr. Topol said he would vote to continue but he pointed out that Dover, more than twice Milford's size, pays less than twice as much in the way of dues, and Wilmington only pays twice what Milford pays, and he feels Milford pays a disproportionate amount with what Dover and Wilmington should be paying. He asked the City Manager to discuss this with Mr. Wright.

Motion made by Mrs. Flick and seconded by Mr. Lewis to approve payment of the annual membership dues to the Delaware League of Local Government in the amount of \$3,000.00. Motion carried.



# Mispillion Art League

5 N. Walnut Street  
Milford DE 19963  
(302) 430-7646  
mispillionarts@gmail.com  
www.mispillionarts.org

## **2020-21 Board of Directors**

Morgan Golladay, *President*  
Martha Gery, *Vice President*  
Julie Wagner, *Treasurer*  
Mary Galligan, *Secretary*  
Rosemary Connelly  
Judy Struck  
Eric Wahl  
Keith Warren

## **Honorary Board Members**

Mayor Archie Campbell  
Jo Schmeiser, *President*  
Milford Chamber of Commerce

August 17, 2020

## **The 2020 Big Draw Festival DE: A Climate of Change**

To: Mayor Archie Campbell and Milford City Council

The Mispillion Art League is requesting a donation of \$4,646 to help fund The 2020 Big Draw Festival DE scheduled for October.

The Festival started in the UK in the year 2000 and has since spread to over 25 countries worldwide reaching over 400,000 people. This year's theme, "A Climate of Change," focuses on recycling and ecology. We are planning over 15 classes in October, geared to artists and non-artists, families and children, with Covid-19 restrictions in place. We will distribute a family-friendly Idea Booklet in English and Spanish, filled with over a dozen art activities using recycled materials that can be created at home. One of the activities is a Photo/Sketch walk in Milford's Mispillion Riverwalk Park, including Goat Island. Another uses recycled cardboard boxes to create buildings that will be combined to become a Cardboard City at the Art League. Additional activities use recycled materials to build robots or make art out of buttons, plastic bottle caps, egg cartons, used guitar strings, and more. We are also providing watercolor paper, paint, glue, and other art supplies for drawing projects. We are encouraging participants to share photos of their creations on social media.

In 2019, we had over 1800 adults and children participate in our month-long festival. Small local businesses and Arts and Cultural organizations hosted events and provided art-making opportunities. We garnered seven newspaper articles, two TV spots, three radio interviews, a mention in *Delaware Beach Life* magazine, and were invited to present at the 2019 Delaware Division of the Arts Symposium. We believe all this attention not only benefitted MAL but reflected positively on the City of Milford.

With the advent of Covid-19 restrictions, we have reformulated our plans to avoid large gatherings, yet still provide a quality visual arts program to the community. This has increased our expenses in marketing materials and is requiring more advertising.

We are requesting this donation of \$4,646 to help us deliver The 2020 Big Draw Festival DE to the Milford community. Benefits to the City of Milford will include listing as a major sponsor on all our print and social media for one year. Results will be reported to the City Council.

Morgan Golladay, *President*

Rosemary Connelly, *Big Draw Festival Chair*



This organization is supported in part by a grant from the Delaware Division of the Arts, a state agency, in partnership with The National Endowment for the Arts. The Division promotes Delaware arts events on [www.delawarescene.com](http://www.delawarescene.com).

**Misphillion Art League  
2020 Big Draw Festival DE: A Climate of Change**

**BUDGET**

| ITEM NEEDED                                  | AMOUNT | UNIT          | ESTIMATED<br>COST  |
|----------------------------------------------|--------|---------------|--------------------|
| Advertising, Banner, Large Window            | 1      | ea            | \$ 100.00          |
| Advertising, Banners/Posters                 | 4      | ea            | \$ 150.00          |
| Advertising, Cape Gazette                    | 1      | ea            | \$ 572.00          |
| Advertising, DE State News                   | 1      | ea            | \$ 974.00          |
| Advertising, Flyers (paper & printed)        | 150    | ea            | \$ 75.00           |
| Advertising, MilfordLIVE.com                 | 1      | ea            | \$ 500.00          |
| Advertising, School Flyers (paper & printed) | 5200   | ea            | \$ 75.00           |
| Art Kit Bags, Brown Paper, Recycled          | 1      | bx            | \$ 57.00           |
| Booklet, Idea (paper & printed)              | 200    | ea            | \$ 860.00          |
| Booklet, Riverwalk (paper & printed)         | 400    | ea            | \$ 454.00          |
| Catalog, Class (paper & printed)             | 200    | ea            | \$ 215.00          |
| Glue, Sargents Art, Washable, 4oz            | 200    | ea            | \$ 178.00          |
| Markers, Permanent                           | 6      | pk            | \$ 130.00          |
| Paper, Copy                                  | 2      | bx            | \$ 50.00           |
| Paper, Sketchbooks                           | 200    | ea            | \$ 750.00          |
| Paper, Watercolor                            | 4      | pds           | \$ 40.00           |
| Pencils, #2                                  | 17     | bx            | \$ 16.00           |
| Pencils, Colored                             | 200    | ea            | \$ 200.00          |
| Registration Fee, Big Draw                   | 1      | ea            | \$ 150.00          |
|                                              |        | <b>TOTAL:</b> | <b>\$ 5,546.00</b> |
| <b>DONATIONS</b>                             |        |               |                    |
| Cisco Company Volunteer Match                |        |               | \$ (900.00)        |
| <b>Funding Request from City</b>             |        |               | <b>\$ 4,646.00</b> |



PUBLIC WORKS DEPARTMENT  
180 Vickers Drive  
Milford, DE 19963

PHONE 302.422.1110  
FAX 302.422.1117  
www.cityofmilford.com

Date: August 24, 2020  
To: Mayor and City Council  
Through: Mark A. Whitfield, City Manager  
From: James Puddicombe, City Engineer  
Re: Mispillion Street Group 2020, Project Number: 2020-ST-001

The City Engineer reviewed three bids for the Mispillion Street Group 2020 Project. The project includes the reconstruction of McColley Street from SE Front to Mispillion Street, reconstruction of Marshall Street from SE Front Street to the dog park, and the reconstruction of Mispillion Street from Marshall Street to Fisher Avenue. The reconstruction includes new pavement, curb and sidewalk. Waterline work includes 4" line in Mispillion Street to provide a water loop and a new 8" main extension in Marshall Street to serve the future Riverwalk Villas. Lead water service lines will also be replaced. Sewer line work consists of a new sewer service line for Riverwalk Villas. The bids received were:

Diamond Materials: \$682,386  
David A Bramble: \$860,517.50  
A-Del Construction: \$864,950 (Contingent amount was incorrectly calculated)

Staff recommends awarding a contract to Diamond Materials a Limited Liability Company in the amount of \$682,386.00 as they are the apparent low bidder and have a very good local reputation for work similar to this project (most recently Airport Road). The engineer's estimate for the project was \$1,194,355. The funds to be used would be furnished according to the following amounts and from the accounts listed below:

|                                    |                     |
|------------------------------------|---------------------|
| Municipal Street Aid               | \$434,440.16        |
| Real Estate Transfer Tax Reserves: | \$ 80,000.00        |
| Water Reserves:                    | \$139,327.92        |
| Sewer Reserves:                    | <u>\$ 28,617.92</u> |
| Total                              | \$682,386.00        |

In exchange for the improvements being completed for the future Riverwalk Villas, the Riverwalk Villas developer will be responsible for the future reconstruction of Mispillion Street between Marshall and Columbia, including curb and sidewalk on both sides of the street, and new pavement.

Recommendation: We recommend Council award the contract to Diamond Materials a Limited Liability Company in the amount of \$682,386.00 for the Mispillion Street Group 2020 Project to be funded with \$434,440.16 from Municipal Street Aid, \$80,000 from Real Estate Transfer Tax Reserves, \$139,327.92 from Water Reserves and \$28,617.92 from Sewer Reserves.

Cc: Jeff Portmann, Finance Director  
Lou Vitola, Finance Director

**Section 8: BID FORM**

Proposal of DIAMOND MATERIALS LLC (hereafter called "BIDDER"), organized and existing under the laws of the State of DELAWARE doing business as LIMITED LIABILITY COMPANY (Insert "a corporation", "a partnership", or "an individual" as applicable) to the City of Milford (hereinafter called "OWNER").

In compliance with the INVITATION TO BIDDERS, BIDDER hereby proposes to perform all WORK for **Mispillion Street Group 2020 PROJECT, CONTRACT No. 2020-ST-001**, in strict accordance with the CONTRACT DOCUMENTS, within the time set forth herein, and at the prices stated below.

By submission of this BID, each BIDDER certifies that this BID has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this BID with any other BIDDER or with any competitor.

BIDDER hereby agrees to commence WORK under this CONTRACT on or before a date to be specified in the NOTICE TO PROCEED and to fully complete the PROJECT within **90 CONSECUTIVE CALENDAR DAYS** thereafter. BIDDER further agrees to pay, as liquidated damages, an amount of **500 PER CALENDAR DAY**.

BIDDER acknowledges receipt of the following ADDENDA:

ADDENDUM #1

---



---



---

|                                                                                                                             |                                                                                       |
|-----------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------|
| <b>BIDDER'S ACKNOWLEDGEMENT OF CITY'S ABILITY TO ADJUST QUANTITIES</b>                                                      | <b>INITIAL BELOW</b>                                                                  |
| BIDDER acknowledges the estimated quantities listed below may be increased or decreased at the sole discretion of the City. |  |

This BID includes sales tax and all other applicable taxes and fees. BIDDER agrees to perform all the WORK described in the CONTRACT DOCUMENTS for the following unit prices or lump sum:

| <b>BID QUANTITIES</b>       |                    |             |               |                  |                  |
|-----------------------------|--------------------|-------------|---------------|------------------|------------------|
| <u>Spec/Item</u>            | <u>Description</u> | <u>Unit</u> | <u>Amount</u> | <u>Unit Cost</u> | <u>Sub Total</u> |
| <u>Roadway Construction</u> |                    |             |               |                  |                  |

**Mispillion Street Group**  
**Project: 2020-ST-001**  
**Addendum 1**

| <b><u>BID QUANTITIES</u></b>        |                                        |                           |                      |                         |                      |
|-------------------------------------|----------------------------------------|---------------------------|----------------------|-------------------------|----------------------|
| <b><u>Spec/Item</u></b>             | <b><u>Description</u></b>              | <b><u>Unit</u></b>        | <b><u>Amount</u></b> | <b><u>Unit Cost</u></b> | <b><u>Total</u></b>  |
| NA                                  | Mobilization (Maximum 5% of bid)       | EA                        | 1                    | \$ 34,000.25            | \$ 34,000.25         |
| NA                                  | Maintenance of Traffic                 | EA                        | 1                    | \$ 9,500.00             | \$ 9,500.00          |
|                                     |                                        |                           |                      | <b>Sub Total:</b>       | <b>\$ 43,500.25</b>  |
| <b><u>Roadway Construction</u></b>  |                                        |                           |                      |                         |                      |
| Del DOT/211001                      | Demolition                             | S.Y.                      | 5,450                | \$ 10.00                | \$ 54,500.00         |
| Del DOT/301001                      | Graded Aggregate Base Course           | C.Y.                      | 1,038                | \$ 100.00               | \$ 103,800.00        |
| Del DOT/401005                      | Bituminous Concrete, Superpave, Type C | Ton                       | 525                  | \$ 100.00               | \$ 52,500.00         |
| Del DOT/401014                      | Bituminous Concrete, Superpave, Type B | Ton                       | 656                  | \$ 90.00                | \$ 59,040.00         |
| Del DOT/701021                      | PCC Curb & Gutter, Type 3-4            | L.F.                      | 2,397                | \$ 35.00                | \$ 83,895.00         |
| Del DOT/701022                      | PCC Curb & Gutter, Type 3-6            | L.F.                      | 814                  | \$ 35.00                | \$ 28,490.00         |
| Del DOT/705001                      | PCC Sidewalks (4")                     | S.F.                      | 9,512                | \$ 6.00                 | \$ 57,072.00         |
| DelDOT/705002                       | PCC Sidewalks (6")                     | S.F.                      | 2,500                | \$ 7.00                 | \$ 17,500.00         |
| DelDOT/705008                       | Curb Ramp                              | S.F.                      | 1,000                | \$ 12.00                | \$ 12,000.00         |
| Del DOT/705007                      | Truncated Domes                        | S.F.                      | 152                  | \$ 30.00                | \$ 4,560.00          |
| Del DOT/762000                      | Saw Cut                                | L.F.                      | 215                  | \$ 5.00                 | \$ 1,075.00          |
|                                     |                                        |                           |                      | <b>Sub Total:</b>       | <b>\$ 474,432.00</b> |
| <b><u>Stom Sewer System</u></b>     |                                        |                           |                      |                         |                      |
| Del DOT/602003                      | Drainage Inlet (34"x24") Type C        | EA.                       | 4                    | \$ 2,300.00             | \$ 9,200.00          |
| Del DOT/602062                      | Junction Box (66"x30") NF              | EA.                       | 1                    | \$ 4,000.00             | \$ 4,000.00          |
| Del DOT/602033                      | Junction Box (66"x48") 24" Frame       | EA.                       | 1                    | \$ 4,000.00             | \$ 4,000.00          |
| Del DOT/601213                      | 15" HDPE (N12)                         | L.F.                      | 484                  | \$ 60.00                | \$ 29,040.00         |
|                                     |                                        |                           |                      | <b>Sub Total:</b>       | <b>\$ 46,240.00</b>  |
| <b><u>Sanitary Sewer System</u></b> |                                        |                           |                      |                         |                      |
| N/A                                 | Core Existing Manhole<br>boot          | Install Kor-N-Seal<br>EA. | 1                    | \$ 6,250.00             | \$ 6,250.00          |
| Milford/3.02                        | 8" SDR-35 PVC                          | L.F.                      | 20                   | \$ 84.00                | \$ 1,680.00          |
| Milford/3.02                        | 8" End Cap                             | EA.                       | 1                    | \$ 100.00               | \$ 100.00            |
|                                     |                                        |                           |                      | <b>Sub Total:</b>       | <b>\$ 8,030.00</b>   |

| <b>Water Distribution System</b>                                                                                                                                                                                      |                                                                     |      |       |                     |                      |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------|------|-------|---------------------|----------------------|
| Milford/2.03                                                                                                                                                                                                          | 8" PVC C-900 Water Main                                             | L.F. | 290   | \$ 32.00            | \$ 9,280.00          |
| Milford/2.03                                                                                                                                                                                                          | 6" D.I. Class 50 Hydrant Lead                                       | L.F. | 20    | \$ 45.00            | \$ 900.00            |
| Milford/2.03                                                                                                                                                                                                          | 4" PVC C-900 Water Main                                             | L.F. | 370   | \$ 38.00            | \$ 14,060.00         |
| Milford/2.14B                                                                                                                                                                                                         | 1" HDPE SDR-9 C-901 Water Service                                   | L.F. | 380   | \$ 18.00            | \$ 6,840.00          |
| Milford/2.14B                                                                                                                                                                                                         | 1" Tapping Sleeve                                                   | EA.  | 21    | \$ 450.00           | \$ 9,450.00          |
| Milford/2.14B                                                                                                                                                                                                         | 1" Corporation Stop                                                 | EA.  | 21    | \$ 110.00           | \$ 2,310.00          |
| Milford/2.14B                                                                                                                                                                                                         | Meter Pits                                                          | EA.  | 2     | \$ 1,400.00         | \$ 2,800.00          |
| Milford/2.09                                                                                                                                                                                                          | Fire Hydrants                                                       | EA.  | 2     | \$ 4,000.00         | \$ 8,000.00          |
| Milford/2.02                                                                                                                                                                                                          | 8"x6" Tee                                                           | EA.  | 3     | \$ 600.00           | \$ 1,800.00          |
| Milford/2.02                                                                                                                                                                                                          | 8"x4" Tee                                                           | EA.  | 2     | \$ 575.00           | \$ 1,150.00          |
| Milford/2.02                                                                                                                                                                                                          | 6"x6" Tee                                                           | EA.  | 1     | \$ 525.00           | \$ 525.00            |
| Milford/2.03                                                                                                                                                                                                          | 4"x4" Tee                                                           | EA.  | 1     | \$ 325.00           | \$ 325.00            |
| Milford/2.07                                                                                                                                                                                                          | 8" Water Valve & Box                                                | EA.  | 5     | \$ 1,600.00         | \$ 8,000.00          |
| Milford/2.07                                                                                                                                                                                                          | 6" Water Valve & Box                                                | EA.  | 6     | \$ 1,200.00         | \$ 7,200.00          |
| Milford/2.07                                                                                                                                                                                                          | 4" Water Valve & Box                                                | EA.  | 4     | \$ 1,000.00         | \$ 4,000.00          |
| Milford/2.08                                                                                                                                                                                                          | 8"x6" Reducer                                                       | EA.  | 1     | \$ 300.00           | \$ 300.00            |
| Milford/2.09                                                                                                                                                                                                          | 4" End Cap (MJ)                                                     | EA.  | 2     | \$ 300.00           | \$ 600.00            |
| Milford/2.10                                                                                                                                                                                                          | 8" End Cap (MJ)                                                     | EA.  | 2     | \$ 400.00           | \$ 800.00            |
|                                                                                                                                                                                                                       |                                                                     |      |       | <b>Sub Total:</b>   | <b>\$ 78,340.00</b>  |
| <b>Erosion &amp; Sediment Control</b>                                                                                                                                                                                 |                                                                     |      |       |                     |                      |
| Del DOT/905001                                                                                                                                                                                                        | Silt Fence (Type: GD-1)                                             | L.F. | 1,040 | \$ 3.75             | \$ 3,900.00          |
| Del DOT/905005                                                                                                                                                                                                        | Inlet Protection (Type-2)                                           | EA.  | 9     | \$ 125.00           | \$ 1,125.00          |
| Del DOT/908023                                                                                                                                                                                                        | Stabilized Construction Entrance (DE #3 Stone over GS-1 Geotextile) | EA.  | 1     | \$ 1,500.00         | \$ 1,500.00          |
| N/A                                                                                                                                                                                                                   | Concrete Mixing Operation                                           | EA.  | 1     | 50                  | \$ 50.00             |
| N/A                                                                                                                                                                                                                   | Concrete Washout                                                    | EA.  | 1     | \$ 3,000.00         | \$ 3,000.00          |
| Del DOT/908009                                                                                                                                                                                                        | Topsoiling (4" Depth)                                               | S.Y. | 405   | \$ 13.00            | \$ 5,265.00          |
| Del DOT/908017                                                                                                                                                                                                        | Temporary Seeding                                                   | S.Y. | 405   | \$ 0.75             | \$ 303.75            |
| Del DOT/908014                                                                                                                                                                                                        | Permanent Seeding                                                   | S.Y. | 405   | \$ 1.00             | \$ 405.00            |
| Del DOT/911509                                                                                                                                                                                                        | Mulching                                                            | S.Y. | 405   | \$ 1.00             | \$ 405.00            |
|                                                                                                                                                                                                                       |                                                                     |      |       | <b>Sub Total:</b>   | <b>\$ 15,953.75</b>  |
| <b>Striping and Signage</b>                                                                                                                                                                                           |                                                                     |      |       |                     |                      |
| Del DOT/817548                                                                                                                                                                                                        | Permanent Pavement Markings (Alkyd-                                 | L.F. | 58    | \$ 5.00             | \$ 290.00            |
| Del DOT/817006                                                                                                                                                                                                        | Permanent Pavement Markings (Alkyd-                                 | L.F. | 720   | \$ 5.00             | \$ 3,600.00          |
| Del DOT/819018                                                                                                                                                                                                        | Installation or Removal of Traffic Signs on Single                  | EA.  | 8     | \$ 250.00           | \$ 2,000.00          |
|                                                                                                                                                                                                                       |                                                                     |      |       | <b>Sub Total:</b>   | <b>\$ 5,890.00</b>   |
|                                                                                                                                                                                                                       |                                                                     |      |       | <b>TOTAL:</b>       | <b>\$ 672,386.00</b> |
| <b>CONTINGENT ITEMS</b>                                                                                                                                                                                               |                                                                     |      |       |                     |                      |
| NA                                                                                                                                                                                                                    | Undercut                                                            | CY   | 500   | 20                  | \$ 10,000.00         |
|                                                                                                                                                                                                                       |                                                                     |      |       | <b>CONT. TOTAL:</b> | <b>\$ 10,000.00</b>  |
| <b>Notes:</b>                                                                                                                                                                                                         |                                                                     |      |       |                     |                      |
| Maintenance of Traffic (MOT) shall be provided by the Contractor for review and approval by the City.                                                                                                                 |                                                                     |      |       |                     |                      |
| The City shall be responsibly for meeting with individual property owners to determine the location and width of driveway aprons. Driveway aprons will be constructed in accordance with Del DOT standard detail C-3. |                                                                     |      |       |                     |                      |
| Prior to construction, the number of new water service connections and meters shall be verified by the City.                                                                                                          |                                                                     |      |       |                     |                      |

*BASE BID + CONTINGENCY*

*682,386.00*

**SUBCONTRACTOR and SUPPLIER LIST**

In accordance with Title 29, Chapter 69, §6962 (d) (10) b. of the Delaware Code, the following SUBCONTRACTOR and SUPPLIER listing must accompany the BID submittal. The name and address (City and State only) of all major material SUPPLIERS and SUBCONTRACTORS must be listed for each category where the BIDDER intends to use a SUPPLIER or SUBCONTRACTOR to perform that category of WORK. In order to provide full disclosure and acceptance of the BID by the OWNER, it is required that BIDDERS list themselves as being the SUBCONTRACTOR or SUPPLIER for all categories where he/she is qualified and intends to perform such WORK.

| SUBCONTRACTORS |          |               |                                             |  |
|----------------|----------|---------------|---------------------------------------------|--|
|                | CATEGORY | COMPANY NAME  | ADDRESS (CITY, STATE)                       |  |
| 1.             | STRIPING | ZONE STRIPING | 718 JACOB HARRIS AVE<br>GLASSBORO, NJ 08028 |  |
| 2.             |          |               |                                             |  |
| 3.             |          |               |                                             |  |
| 4.             |          |               |                                             |  |
| 5.             |          |               |                                             |  |

| SUPPLIERS |                 |                             |                                               |
|-----------|-----------------|-----------------------------|-----------------------------------------------|
|           | CATEGORY        | COMPANY NAME                | ADDRESS (CITY, STATE)                         |
| 1.        | PRECAST<br>PIPE | GILLESPIE<br>PRECAST        | PO BOX 450<br>CHEBERTOWN, MD<br>21626         |
| 2.        |                 | FERGUSON<br>WATERWORKS      | 1000 FIRST STATE BLVD<br>WILMINGTON, DE 19804 |
| 3.        | RCA<br>WMA      | TRI-COUNTY LLC<br>MATERIALS | 3700 S. BAY ROAD<br>DOVER, DE 19901           |
| 4.        | CONCRETE        | ATLANTIC<br>CONCRETE        | NEW WHARF RD<br>MILFORD, DE 19963             |
| 5.        |                 |                             |                                               |

**BIDDER PLEASE NOTE:**

The OWNER reserves the right to accept or reject any or all BIDS. The OWNER may elect to delete some or all portions of any BID item, shown above and described in the CONTRACT DOCUMENTS, or accept any or all alternate BID items, in any order, such that the best interests of the OWNER are served.

By submission of this BID, BIDDER certifies that:

- (1) they are licensed, or has initiated the license application, as required by Title 30, Chapter 25, §2502 of the Delaware Code;
- (2) they have 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 submitted proposal; and
- (3) they comprehend the bidding requirements set forth in the CONTRACT DOCUMENTS and herein and is thoroughly familiar with the provisions of the CONTRACT DOCUMENTS.

Upon receipt of written notice of the acceptance of this BID, BIDDER will execute the formal CONTRACT, attached to said notice, within Ten (10) days and deliver a Surety BOND or BONDS as required by the INFORMATION FOR BIDDER.

The BID security attached in the sum of \$ 10%, representing Ten percent (10%) of the total Project BID, is to become the property of the OWNER in the event the CONTRACT and BONDS are not executed within the time above set forth, as liquidated damages for the delay and additional time expense to the OWNER caused thereby.

Respectfully submitted,

DIAMOND MATERIALS LLC

(Business Name)

BY:   
(Signature)

JOSHUA CRANE  
(Printed Name)

VP  
(Title)

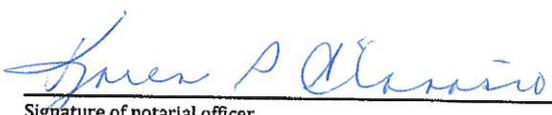
State of Delaware

County of NEW CASTLE

This instrument was acknowledged before me on 8/14/20 (date) by JOSHUA CRANE (name(s) of person(s)).

(Seal, if any)

KAREN P. ATANASIO  
NOTARY PUBLIC  
STATE OF DELAWARE  
My Commission Expires April 16, 2022



Signature of notarial officer

SECRETARY

Title (and Rank)

My Commission expires: 4/16/22

**Section 9: BID BOND**

KNOW ALL MEN BY THESE PRESENTS, that we, the Undersigned,  
Diamond Materials, LLC \_\_\_\_\_, as PRINCIPAL, and Liberty Mutual Insurance Company \_\_\_\_\_  
as SURETY, are hereby held and firmly bound unto the City of Milford, as OWNER, the penal sum of  
Ten Percent (10%) of the total amount of the Bid \_\_\_\_\_, (\$ 10% \_\_\_\_\_) for the  
payment of which, well and truly to be made, we hereby jointly and severally bind ourselves,  
successors and assigns.

Signed, this 14th day of August, 2020.

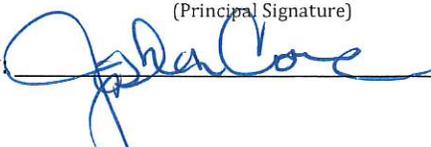
The condition of the above obligation is such that whereas the PRINCIPAL has submitted to the City of Milford a certain BID, attached hereto and hereby made a part hereof to enter into a CONTRACT in writing, for the **Mispillion Street Group 2020 PROJECT, CONTRACT No. 2020-ST-001**  
NOW, THEREFORE,

- A. If said BID shall be rejected, or
- B. If said BID shall be accepted and the PRINCIPAL shall execute and deliver a CONTRACT in the form of CONTRACT attachment hereto (properly completed in accordance with said BID) and shall furnish a BOND for faithful performance of said CONTRACT, and for the payment of all persons performing labor and furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the SURETY for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The SURETY, for value received, hereby stipulates and agrees that the obligations of said SURETY and its BOND shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such BID; and said SURETY does hereby waive notice of any extension.

In WITNESS WHEREOF, the PRINCIPAL and the SURETY have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above. SURETY executing BONDS shall be a licensed agent in the State of Delaware.

Diamond Materials, LLC \_\_\_\_\_  
(Principal Signature)

By:  \_\_\_\_\_

Liberty Mutual Insurance Company \_\_\_\_\_  
(Surety Signature)

By:  \_\_\_\_\_  
Linda Dozier, Attorney-in-Fact

**IMPORTANT** – SURETY companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8201167-019014

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Kevin P. Adams; Patrick Bucalo; Kevin Connelly; Linda Dozier; Michael J. Mitchell; Martin J. Purcell

all of the city of Philadelphia state of PA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 30th day of April, 2019.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 30th day of April, 2019 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 14th day of August, 2020.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.



LIBERTY MUTUAL INSURANCE COMPANY  
 FINANCIAL STATEMENT — DECEMBER 31, 2019

| <b>Assets</b>                                 |                                | <b>Liabilities</b>                                            |                                |
|-----------------------------------------------|--------------------------------|---------------------------------------------------------------|--------------------------------|
| Cash and Bank Deposits.....                   | \$778,754,989                  | Unearned Premiums.....                                        | \$8,007,146,482                |
| *Bonds — U.S Government.....                  | 2,780,808,610                  | Reserve for Claims and Claims Expense.....                    | 21,532,853,787                 |
| *Other Bonds.....                             | 12,645,608,792                 | Funds Held Under Reinsurance Treaties.....                    | 507,868,920                    |
| *Stocks .....                                 | 16,385,435,431                 | Reserve for Dividends to Policyholders.....                   | 1,143,826                      |
| Real Estate.....                              | 235,608,378                    | Additional Statutory Reserve.....                             | 125,722,000                    |
| Agents' Balances or Uncollected Premiums..... | 6,217,983,641                  | Reserve for Commissions, Taxes and<br>Other Liabilities ..... | 4,117,460,075                  |
| Accrued Interest and Rents.....               | 102,273,390                    | <b>Total .....</b>                                            | <b>\$34,292,195,090</b>        |
| Other Admitted Assets.....                    | 11,957,106,292                 | Special Surplus Funds.....                                    | \$32,768,443                   |
|                                               |                                | Capital Stock.....                                            | 10,000,075                     |
|                                               |                                | Paid in Surplus.....                                          | 10,044,978,933                 |
|                                               |                                | Unassigned Surplus.....                                       | 6,723,636,983                  |
| <b>Total Admitted Assets.....</b>             | <b><u>\$51,103,579,523</u></b> | <b>Surplus to Policyholders .....</b>                         | <b>16,811,384,434</b>          |
|                                               |                                | <b>Total Liabilities and Surplus .....</b>                    | <b><u>\$51,103,579,524</u></b> |



\* Bonds are stated at amortized or investment value; Stocks at Association Market Values.  
 The foregoing financial information is taken from Liberty Mutual Insurance Company's financial statement filed with the state of Massachusetts Department of Insurance.

I, TIM MIKOLAJEWSKI, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the foregoing is a true, and correct statement of the Assets and Liabilities of said Corporation, as of December 31, 2019, to the best of my knowledge and belief.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation at Seattle, Washington, this 27<sup>th</sup> day of March, 2020.

*TAMIKOLAJEWSKI*

Assistant Secretary

LICENSE NO. 20-00003511

CITY OF MILFORD

VALID

CARRY THIS LICENSE AT ALL TIMES

CONTRACTOR LICENSE

2020

LICENSED ACTIVITY: CONTRACTOR - CONCRETE

EXPIRES: December 31, 2020

**MAILING ADDRESS**

DIAMOND MATERIALS LLC  
242 N JAMES ST  
NEWPORT DE 19804



IS HEREBY LICENSED TO PRACTICE, CONDUCT, OR ENGAGE IN THE  
OCCUPATION OR BUSINESS ACTIVITY INDICATED ABOVE IN ACCORDANCE  
WITH THE LICENSE APPLICATION DULY FILED PURSUANT TO CHAPTER 107 OF  
THE CITY OF MILFORD CODE

MARK WHITFIELD  
INTERIM CITY MANAGER

-----  
**IMPORTANT – TEAR AT ABOVE LINE AND CARRY THIS LICENSE AT ALL TIMES**

License No: 20-00003511

Licensed Activity: **CONTRACTOR - CONCRETE**

**The City of Milford Contractor License printed above must be carried at all times.** If you have any questions regarding this license, please call the Planning Department at (302) 424-8396.

**REPLACEMENT LICENSES**

Keep this portion of your license separate in case you need a replacement for any lost, stolen or destroyed license. Mail a copy of this form or provide your License number, Business Name and address to City of Milford, ATTN: Licensing, 180 Vickers Drive, Milford DE, 19963.

**OTHER IMPORTANT INFORMATION**

The City of Milford will mail renewal notices for all licensees prior to expiration. Please return the renewal application along with the required documentation promptly in order to avoid late fees and/or a lapse in coverage.

Please visit the City of Milford website at [www.cityofmilford.com](http://www.cityofmilford.com) for more information on building permits, licensing, and utility billing.

1996105266 DORBL  
NOT CONSPICUOUSLY

STATE OF DELAWARE  
DIVISION OF REVENUE

**VALID**  
01/01/20 - 12/31/22  
NOT TRANSFERABLE

DLN: 19 21454 04 BUSINESS CODE 331 LICENSED. CONTRACTOR-RESIDENT  
GROUP CODE ACTIVITY

DATE ISSUED: 11/27/19

**\*\*VALIDATED\*\***

**2022**

LICENSE FEE: \$ 225.00

MAILING ADDRESS

**BUSINESS LICENSE**

BUSINESS LOCATION

DIAMOND MATERIALS LLC  
242 N JAMES ST STE 102  
WILMINGTON DE 19804-3183



DIAMOND MATERIALS LLC  
242 N JAMES ST STE 102  
WILMINGTON DE 19804-3183

IS HEREBY LICENSED TO PRACTICE, CONDUCT OR ENGAGE IN THE OCCUPATION  
OR BUSINESS ACTIVITY INDICATED ABOVE IN ACCORDANCE WITH THE LICENSE  
APPLICATION DULY FILED PURSUANT TO TITLE 30, DEL CODE.

JENNIFER R. HUDSON  
DIRECTOR OF REVENUE

## Section 10: AGREEMENT

THIS AGREEMENT, made this 24th day of August, 2020, by and between the City of Milford, hereinafter called "OWNER", and Diamond Materials, doing business as a Limited Liability Company, hereinafter called "CONTRACTOR".

WITNESSETH; that for and in consideration of the payments and agreements herein after mentioned:

- A. The CONTRACTOR will commence and complete the **Mispillion Street Group 2020 PROJECT, CONTRACT No. 2020-ST-001**
- B. The CONTRACTOR will furnish all of the materials, supplies, tools, equipment, labor and any other services necessary for the construction and completion of the PROJECT described herein.
- C. The CONTRACTOR will commence the WORK required by the CONTRACT DOCUMENTS within 10 calendar days after the date of the NOTICE TO PROCEED and will complete all work within 90 consecutive calendar days thereafter.
- D. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS and comply with the terms therein for the sum of \$682,386.00, as shown in the BID schedule.
- E. The term " CONTRACT DOCUMENTS " includes the following:
  - 1. INVITATION TO BIDDERS
  - 2. INFORMATION FOR BIDDERS
  - 3. BID FORM
  - 4. BID BOND
  - 5. AGREEMENT
  - 6. NOTICE OF AWARD
  - 7. NOTICE TO PROCEED
  - 8. PERFORMANCE BOND
  - 9. PAYMENT BOND
  - 10. GENERAL CONDITIONS
  - 11. SPECIAL CONDITIONS
  - 12. SUMMARY OF WORK
  - 13. MEASUREMENT AND PAYMENT
  - 14. TECHNICAL SPECIFICATIONS
  - 15. APPENDICES
  - 16. CONSTRUCTION DRAWINGS
  - 17. ADDENDA
- F. The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the General Conditions, such amounts as required by the CONTRACT DOCUMENTS.
- G. This AGREEMENT shall be bonding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed by their duly authorized official, this Agreement in three (3) copies, each of which shall be deemed an original on the date first above written.

CITY OF MILFORD

BY: \_\_\_\_\_

Archie Campbell  
(Printed Name)

Mayor  
(Title)

ATTEST: \_\_\_\_\_

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Title)

(CITY SEAL)

\_\_\_\_\_  
(Business Name)

BY: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Title)

State of Delaware

County of \_\_\_\_\_

This instrument was acknowledged before me on \_\_\_\_\_ (date) by  
\_\_\_\_\_ (name(s) of person(s)).

(Seal, if any)

\_\_\_\_\_  
Signature of notarial officer

\_\_\_\_\_  
Title (and Rank)

My Commission expires: \_\_\_\_\_

**Section 11: NOTICE OF AWARD**

To: Diamond Materials, Limited Liability Company

PROJECT: **MISPILLION STREET GROUP 2020 PROJECT, CONTRACT NO. 2020-ST-001**

The OWNER has considered the BID submitted by you for the above PROJECT in response to its INVITATION TO BIDDERS advertised July 22, 2020, and the INFORMATION FOR BIDDERS.

You are hereby notified that your BID has been accepted for items in the amount of \$682,386.00.

You are required by the INFORMATION FOR BIDDERS to execute the AGREEMENT and furnish the required CONTRACTOR'S PERFORMANCE BOND, PAYMENT BOND and CERTIFICATES OF INSURANCE within Ten (10) calendar days from the date of this NOTICE to you.

If you fail to execute said AGREEMENT and to furnish said BONDS and CERTIFICATES OF INSURANCE within Ten (10) calendar days from the date of this NOTICE, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this 24th day of August, 2020.

OWNER: CITY OF MILFORD  
BY: Mark Whitfield  
TITLE: City Manager

**ACCEPTANCE OF NOTICE**

Receipt of the above NOTICE OF AWARD is hereby acknowledged by:

\_\_\_\_\_  
(Business Name)

BY: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Title)



**Section 13: PERFORMANCE BOND**

KNOWN ALL PERSONS BY THESE PRESENTS, that Diamond Materials, located at 242 North James Street,  
Newport, DE 19804, a Limited Liability Company, hereinafter PRINCIPAL, and

\_\_\_\_\_  
(NAME OF SURETY)

\_\_\_\_\_  
(ADDRESS OF SURETY)

hereinafter SURETY, are held and firmly bound unto the CITY OF MILFORD, 201 SOUTH WALNUT STREET,  
MILFORD, DELAWARE 19963, hereinafter called OWNER, in the total aggregate penal sum of

\_\_\_\_\_ DOLLARS,

(\$682,386.00), in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the PRINCIPAL entered into a certain CONTRACT with the OWNER, dated the 24th day of August, 2020, a copy of which is hereto attached and made a part hereof for the construction of:

**Mispyllion Street Group 2020 Project, Contract No. 2020-ST-001, AND OTHER APPURTENANT WORK, WHICH CONTRACT AND THE WORK TO BE DONE THEREUNDER AND THE SPECIFICATIONS ACCOMPANYING SAME SHALL BE DEEMED A PART THEREOF TO THE SAME EXTENT AS IF FULLY SET OUT HEREIN.**

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

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

PROVIDED, FURTHER, that it is expressly agreed that the BOND shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the CONTRACT not increasing the CONTRACT price more than 20 percent, so as to bind the PRINCIPAL and SURETY to the full and faithful performance of the CONTRACT as so amended. The term "Amendment",

wherever used in this BOND, and whether referring to this BOND, the CONTRACT or the Loan Documents shall include any alteration, addition, extension, or modification of any character whatsoever.

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

In WITNESS WHEREOF, this instrument is executed in three (3) counterparts, each of which shall be deemed an original, this \_\_\_\_ day of \_\_\_\_\_, 2020.

**Principal:** \_\_\_\_\_  
(PRINCIPAL)

\_\_\_\_\_  
(PRINTED NAME)

\_\_\_\_\_  
(Witness as to Principle)

\_\_\_\_\_  
(TITLE)

(SEAL)

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

**ATTEST:** \_\_\_\_\_  
(SURETY)

\_\_\_\_\_  
(PRINTED NAME)

\_\_\_\_\_  
(Witness as to SURETY)

\_\_\_\_\_  
(TITLE)

(SEAL)

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

**NOTE** – Date of BOND must not be prior to date of CONTRACT (8/24/2020).

If CONTRACTOR is partnership, all partners should execute the BOND.

**IMPORTANT** – SURETY companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the PROJECT is located.

**Section 14: PAYMENT BOND**

KNOWN ALL PERSONS BY THESE PRESENTS, that Diamond Materials, located at 242 North James Street,  
Newport, DE 19804, a Limited Liability Company, hereinafter PRINCIPAL, and

\_\_\_\_\_  
(NAME OF SURETY)

\_\_\_\_\_  
(ADDRESS OF SURETY)

hereinafter SURETY, are held and firmly bound unto the CITY OF MILFORD, 201 SOUTH WALNUT STREET, MILFORD, DELAWARE 19963, hereinafter OWNER, and unto all persons, firms and corporations who or which may furnish labor, or who furnish materials to perform, as described under the CONTRACT and to their successors and assigns in the total aggregate penal sum of

\_\_\_\_\_ DOLLARS,

(\$682,386.00), in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the PRINCIPAL entered into a certain CONTRACT with the OWNER, dated the \_\_\_\_\_ day of \_\_\_\_\_, 2020, a copy of which is hereto attached and made a part hereof for the construction of:

**MISPILLION STREET GROUP 2020 PROJECT, CONTRACT No. 2020-ST-001, and other appurtenant work, which CONTRACT and the WORK to be done thereunder and the SPECIFICATIONS accompanying same shall be deemed a part thereof to the same extent as if fully set out herein.**

NOW THEREFORE, if the PRINCIPAL shall promptly make payment to all persons, firms and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such CONTRACT, and any authorized extensions or modifications thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK, and for all labor cost incurred in such WORK including that by a SUBCONTRACTOR, and to any mechanic or materialman lienholder whether it acquires its lien by operation of State or Federal law; then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, that beneficiaries or claimants hereunder shall be limited to SUBCONTRACTORS and persons, firms and corporations having a direct CONTRACT with the PRINCIPAL or its SUBCONTRACTORS.

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

PROVIDED, FURTHER, that no suit or action shall be commenced hereunder by any claimant:

(a) Unless claimant, other than one having a direct CONTRACT with the PRINCIPAL, shall have given written notice to any two of the following: The PRINCIPAL, the OWNER, or the SURETY above named within ninety (90) days after such claimant did or performed the last of the WORK or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the WORK or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the PRINCIPAL, OWNER, or SURETY, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.

(b) After the expiration of 1 Year following the date of which PRINCIPAL ceased WORK on said CONTRACT, it being understood, however, that if any limitation embodied in the BOND is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

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

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

In WITNESS WHEREOF, this instrument is executed in three (3) counterparts, each of which shall be deemed an original, this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

**Principal:** \_\_\_\_\_  
(PRINCIPAL)

\_\_\_\_\_  
(PRINTED NAME)

\_\_\_\_\_  
(TITLE)

\_\_\_\_\_  
(Witness as to Principle)

(SEAL)

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

**ATTEST:** \_\_\_\_\_  
(SURETY)

\_\_\_\_\_  
(PRINTED NAME)

\_\_\_\_\_  
(TITLE)

\_\_\_\_\_  
(Witness as to SURETY)

(SEAL)

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

**NOTE** – Date of BOND must not be prior to date of CONTRACT.  
If CONTRACTOR is partnership, all partners should execute the BOND.  
**IMPORTANT** – SURETY companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the PROJECT is located.



Date: August 24, 2020  
To: Mayor and City Council  
Through: Mark A. Whitfield, City Manager  
From: James Puddicombe, City Engineer  
Re: Lovers Lane Paving (CTF), Project Number: 2020-ST-006

---

The City Engineer reviewed two bids for the Lovers Lane Paving (CTF) Project. The bids received were:

David A Bramble: \$148,075.00  
A-Del Construction: \$236,210.00

We recommend awarding a contract to David A. Bramble a Corporation in the amount of \$148,075.00 as they are the apparent low bidder and have a very good local reputation for work similar to this project. The funds to be paid according to the following amounts and from the accounts listed:

|                                    |              |
|------------------------------------|--------------|
| Community Transportation Funds     | \$100,000.00 |
| Municipal Street Aid               | \$3,125.00   |
| Asbestos Cement Water Main Removal | \$16,600     |
| Lead Service Line Removal          | \$28,350     |

Both the asbestos cement water main and lead service lines were identified in the Water Capital Improvement Plan.

Recommendation: We recommend Council award the contract to David A. Bramble a Corporation in the amount of \$148,075.00 to be funded with \$100,000 from CTF grant, \$3,125 from Municipal Street Aid, \$44,950 from Water Reserves for the asbestos cement water main replacement and lead service line replacement.

cc: Jeff Portmann, Finance Director  
Lou Vitola, Finance Director

**Section 8: BID FORM**

Proposal of David A. Bramble, Inc. (hereafter called "BIDDER"), organized and existing under the laws of the State of Maryland doing business as a Corporation (*Insert "a corporation", "a partnership", or "an individual" as applicable*) to the City of Milford (hereinafter called "OWNER").

In compliance with the INVITATION TO BIDDERS, BIDDER hereby proposes to perform all WORK for **Lovers Lane Paving (CTF) PROJECT, CONTRACT NO. 2020-ST-006**, in strict accordance with the CONTRACT DOCUMENTS, within the time set forth herein, and at the prices stated below.

By submission of this BID, each BIDDER certifies that this BID has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this BID with any other BIDDER or with any competitor.

BIDDER hereby agrees to commence WORK under this CONTRACT on or before a date to be specified in the NOTICE TO PROCEED and to fully complete the PROJECT within **90 CONSECUTIVE CALENDAR DAYS** thereafter. BIDDER further agrees to pay, as liquidated damages, an amount of **500 PER CALENDAR DAY**.

BIDDER acknowledges receipt of the following ADDENDA:

- Addendum 1 - 08/17/2020
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

| <b>BIDDER'S ACKNOWLEDGEMENT OF CITY'S ABILITY TO ADJUST QUANTITIES</b>                                                      | <b>INITIAL BELOW</b> |
|-----------------------------------------------------------------------------------------------------------------------------|----------------------|
| BIDDER acknowledges the estimated quantities listed below may be increased or decreased at the sole discretion of the City. | DCB                  |

This BID includes sales tax and all other applicable taxes and fees. BIDDER agrees to perform all the WORK described in the CONTRACT DOCUMENTS for the following unit prices or lump sum:

| <b>BID QUANTITIES</b>            |                                                                                 |             |               |                   |              |
|----------------------------------|---------------------------------------------------------------------------------|-------------|---------------|-------------------|--------------|
| <u>Spec/Item</u>                 | <u>Description</u>                                                              | <u>Unit</u> | <u>Amount</u> | <u>Unit Cost</u>  | <u>Total</u> |
| <b>General Items</b>             |                                                                                 |             |               |                   |              |
| NA                               | Mobilization (Max 3% of Total Bid)                                              | EA          | 1             | \$4,400.00        | \$4,400.00   |
| NA                               | Traffic Control (MOT)                                                           | EA          | 1             | \$7,740.00        | \$7,740.00   |
|                                  |                                                                                 |             |               | <b>Sub Total:</b> | \$12,140.00  |
| <b>Roadway Construction</b>      |                                                                                 |             |               |                   |              |
| DeIDOT/760010                    | PAVEMENT MILLING,<br>BITUMINOUS CONCRETE<br>PAVEMENT (3")                       | SY          | 2,000         | \$3.00            | \$6,000.00   |
| DeIDOT/760010                    | PAVEMENT MILLING,<br>BITUMINOUS CONCRETE<br>PAVEMENT (2")                       | SY          | 1,600         | \$2.60            | \$4,160.00   |
| DeIDOT/401004                    | Bituminous Concrete, Superpave,<br>Type C                                       | Ton         | 400           | \$89.00           | \$35,600.00  |
| DeIDOT/762000                    | Saw Cut                                                                         | L.F.        | 140           | \$1.00            | \$140.00     |
|                                  |                                                                                 |             |               | <b>Sub Total:</b> | \$45,900.00  |
| <b>Striping and Signage</b>      |                                                                                 |             |               |                   |              |
| NA                               | Stop Bars                                                                       | EA          | 2             | \$260.00          | \$520.00     |
| NA                               | Crosswalk Markings                                                              | EA          | 1             | \$1,200.00        | \$1,200.00   |
|                                  |                                                                                 |             |               | <b>Sub Total:</b> | \$1,720.00   |
| <b>Water Distribution System</b> |                                                                                 |             |               |                   |              |
| Milford/2.03                     | Furnish and Install 6" PVC C-900<br>DR 18 Water Main                            | L.F.        | 40            | \$150.00          | \$6,000.00   |
| Milford/2.03                     | Furnish and Install 6" x 4" DR 18<br>Reducer                                    | EA          | 1             | \$600.00          | \$600.00     |
| NA                               | Furnish and Install Replacement<br>SDR-9 Service Line w/Bore                    | LF          | 180           | \$100.00          | \$18,000.00  |
| NA                               | Furnish and Install New Service<br>Tap with Saddle                              | EA          | 9             | \$550.00          | \$4,950.00   |
| NA                               | Re-use existing Corp Stop, Service<br>Connection                                | EA          | 9             | \$100.00          | \$900.00     |
| NA                               | Furnish and Install Insertion Valve                                             | EA          | 1             | \$10,000.00       | \$10,000.00  |
| NA                               | Excavate, Backfill, and Temporary<br>Patch Existing Water Service<br>Connection | EA          | 9             | \$500.00          | \$4,500.00   |
|                                  |                                                                                 |             |               | <b>Sub Total:</b> | \$44,950.00  |
|                                  |                                                                                 |             |               | <b>TOTAL:</b>     | \$104,710.00 |

| <b>CONTINGENT ITEMS</b>           |                                        |             |               |                  |              |
|-----------------------------------|----------------------------------------|-------------|---------------|------------------|--------------|
| <u>Spec/Item</u>                  | <u>Description</u>                     | <u>Unit</u> | <u>Amount</u> | <u>Unit Cost</u> | <u>Total</u> |
| <b>Roadway Construction</b>       |                                        |             |               |                  |              |
| DeIDOT/202003                     | UNDERCUT EXCAVATION                    | CY          | 441           | \$25.00          | \$11,025.00  |
| DeIDOT/301001                     | GRADED AGGREGATE BASE COURSE, TYPE B   | CY          | 294           | \$55.00          | \$16,170.00  |
| DeIDOT/401013                     | BITUMINOUS CONCRETE, SUPERPAVE, TYPE B | Ton         | 154           | \$105.00         | \$16,170.00  |
|                                   |                                        |             |               | <b>Subtotal:</b> | \$43,365.00  |
| <b>Total Contingent and Base:</b> |                                        |             |               |                  | \$148,075.00 |

**Total Bid (Base Bid and Contingent Items):** \$           \$148,075.00          

**SUBCONTRACTOR and SUPPLIER LIST**

In accordance with Title 29, Chapter 69, §6962 (d) (10) b. of the Delaware Code, the following SUBCONTRACTOR and SUPPLIER listing must accompany the BID submittal. The name and address (City and State only) of all major material SUPPLIERS and SUBCONTRACTORS must be listed for each category where the BIDDER intends to use a SUPPLIER or SUBCONTRACTOR to perform that category of WORK. In order to provide full disclosure and acceptance of the BID by the OWNER, it is required that BIDDERS list themselves as being the SUBCONTRACTOR or SUPPLIER for all categories where he/she is qualified and intends to perform such WORK.

| <b>SUBCONTRACTORS</b> |                 |                     |                                     |  |
|-----------------------|-----------------|---------------------|-------------------------------------|--|
|                       | <b>CATEGORY</b> | <b>COMPANY NAME</b> | <b>ADDRESS (CITY, STATE)</b>        |  |
| 1.                    | Inserting Valve | SPRIG               | P.O. Box 429<br>Townsend, DE 19734  |  |
| 2.                    | Line Striping   | Zone Striping       | P.O. Box 568<br>Glassboro, NJ 08028 |  |
| 3.                    |                 |                     |                                     |  |
| 4.                    |                 |                     |                                     |  |
| 5.                    |                 |                     |                                     |  |

| SUPPLIERS |                |                   |                                                |  |
|-----------|----------------|-------------------|------------------------------------------------|--|
|           | CATEGORY       | COMPANY NAME      | ADDRESS (CITY, STATE)                          |  |
| 1.        | Supply Pipe    | Core & Main       | 414 Prime Hook Rd, Ste 100<br>Milton, DE 19968 |  |
| 2.        | Supply Asphalt | Allan Myers       | P.O. Box 278<br>Fallston, MD 21047             |  |
| 3.        | Supply Stone   | H & K Group, Inc. | P.O. Box 196<br>Skippack, PA 19474             |  |
| 4.        |                |                   |                                                |  |
| 5.        |                |                   |                                                |  |

**BIDDER PLEASE NOTE:**

The OWNER reserves the right to accept or reject any or all BIDS. The OWNER may elect to delete some or all portions of any BID item, shown above and described in the CONTRACT DOCUMENTS, or accept any or all alternate BID items, in any order, such that the best interests of the OWNER are served.

By submission of this BID, BIDDER certifies that:

- (1) they are licensed, or has initiated the license application, as required by Title 30, Chapter 25, §2502 of the Delaware Code;
- (2) they have 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 submitted proposal; and
- (3) they comprehend the bidding requirements set forth in the CONTRACT DOCUMENTS and herein and is thoroughly familiar with the provisions of the CONTRACT DOCUMENTS.

Upon receipt of written notice of the acceptance of this BID, BIDDER will execute the formal CONTRACT, attached to said notice, within Ten (10) days and deliver a Surety BOND or BONDS as required by the INFORMATION FOR BIDDER.

The BID security attached in the sum of \$ 10% of the total Bid Amount, representing Ten percent (10%) of the total Project BID, is to become the property of the OWNER in the event the CONTRACT and BONDS are not executed within the time above set forth, as liquidated damages for the delay and additional time expense to the OWNER caused thereby.

Respectfully submitted,

David A. Bramble, Inc.  
(Business Name)

BY: David C Bramble  
(Signature)

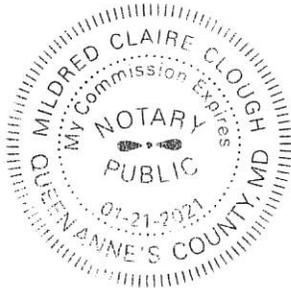
David C. Bramble  
(Printed Name)

President  
(Title)

State of ~~Delaware~~ Maryland  
County of Kent

This instrument was acknowledged before me on 08/21/2020 (date) by David C. Bramble (name(s) of person(s)).

(Seal, if any)



Mildred Claire Clough  
Signature of notarial officer

Assistant Secretary  
Title (and Rank)

My Commission expires: 01/21/2021

**Section 9: BID BOND**

KNOW ALL MEN BY THESE PRESENTS, that we, the Undersigned,  
David A. Bramble, Inc., as PRINCIPAL, and Liberty Mutual Insurance Company,  
as SURETY, are hereby held and firmly bound unto the City of Milford, as OWNER, the penal sum of  
Ten Percent (10%) of the total amount of the Bid, (\$ 10%) for the  
payment of which, well and truly to be made, we hereby jointly and severally bind ourselves,  
successors and assigns.

Signed, this 21st day of August, 2020.

The condition of the above obligation is such that whereas the PRINCIPAL has submitted to the City of Milford a certain BID, attached hereto and hereby made a part hereof to enter into a CONTRACT in writing, for the **Lovers Lane Paving (CTF) PROJECT, CONTRACT No. 2020-ST-006**  
NOW, THEREFORE,

- A. If said BID shall be rejected, or
- B. If said BID shall be accepted and the PRINCIPAL shall execute and deliver a CONTRACT in the form of CONTRACT attachment hereto (properly completed in accordance with said BID) and shall furnish a BOND for faithful performance of said CONTRACT, and for the payment of all persons performing labor and furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the SURETY for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The SURETY, for value received, hereby stipulates and agrees that the obligations of said SURETY and its BOND shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such BID; and said SURETY does hereby waive notice of any extension.

In WITNESS WHEREOF, the PRINCIPAL and the SURETY have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above. SURETY executing BONDS shall be a licensed agent in the State of Delaware.

David A. Bramble, Inc.  
(Principal Signature)  
By: David C Bramble  
David C. Bramble, President

Liberty Mutual Insurance Company  
(Surety Signature)  
By: Linda Dozier  
Linda Dozier, Attorney-in-Fact

**IMPORTANT** – SURETY companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8201167-019014

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Kevin P. Adams; Patrick Bucalo; Kevin Connelly; Linda Dozic; Michael J. Mitchell; Martin J. Purcell

all of the city of Philadelphia state of PA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 30th day of April, 2019.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 30th day of April, 2019 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: Teresa Pastella, Notary Public

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 21st day of August, 2020.



By: Renee C. Llewellyn, Assistant Secretary



LIBERTY MUTUAL INSURANCE COMPANY  
 FINANCIAL STATEMENT — DECEMBER 31, 2019

| Assets                                        |                                | Liabilities                                 |                                |
|-----------------------------------------------|--------------------------------|---------------------------------------------|--------------------------------|
| Cash and Bank Deposits.....                   | \$778,754,989                  | Unearned Premiums.....                      | \$8,007,146,482                |
| *Bonds — U.S Government.....                  | 2,780,808,610                  | Reserve for Claims and Claims Expense.....  | 21,532,853,787                 |
| *Other Bonds.....                             | 12,645,608,792                 | Funds Held Under Reinsurance Treaties.....  | 507,868,920                    |
| *Stocks.....                                  | 16,385,435,431                 | Reserve for Dividends to Policyholders..... | 1,143,826                      |
| Real Estate.....                              | 235,608,378                    | Additional Statutory Reserve.....           | 125,722,000                    |
| Agents' Balances or Uncollected Premiums..... | 6,217,983,641                  | Reserve for Commissions, Taxes and          |                                |
| Accrued Interest and Rents.....               | 102,273,390                    | Other Liabilities.....                      | 4,117,460,075                  |
| Other Admitted Assets.....                    | 11,957,106,292                 | <b>Total.....</b>                           | <b>\$34,292,195,090</b>        |
|                                               |                                | Special Surplus Funds.....                  | \$32,768,443                   |
| <b>Total Admitted Assets.....</b>             | <b><u>\$51,103,579,523</u></b> | Capital Stock.....                          | 10,000,075                     |
|                                               |                                | Paid in Surplus.....                        | 10,044,978,933                 |
|                                               |                                | Unassigned Surplus.....                     | 6,723,636,983                  |
|                                               |                                | <b>Surplus to Policyholders.....</b>        | <b>16,811,384,434</b>          |
|                                               |                                | <b>Total Liabilities and Surplus.....</b>   | <b><u>\$51,103,579,524</u></b> |



\* Bonds are stated at amortized or investment value; Stocks at Association Market Values.  
 The foregoing financial information is taken from Liberty Mutual Insurance Company's financial statement filed with the state of Massachusetts Department of Insurance.

I, TIM MIKOLAJEWSKI, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the foregoing is a true, and correct statement of the Assets and Liabilities of said Corporation, as of December 31, 2019, to the best of my knowledge and belief.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation at Seattle, Washington, this 27<sup>th</sup> day of March, 2020.

*T Mikolajewski*

Assistant Secretary

## **Section 10: AGREEMENT**

THIS AGREEMENT, made this 24th day of August, 2020, by and between the City of Milford, hereinafter called "OWNER", and David A. Bramble, doing business as a Corporation, hereinafter called "CONTRACTOR".

WITNESSETH; that for and in consideration of the payments and agreements herein after mentioned:

- A. The CONTRACTOR will commence and complete the **Lovers Lane Paving (CTF) PROJECT, CONTRACT No. 2020-ST-006**
- B. The CONTRACTOR will furnish all of the materials, supplies, tools, equipment, labor and any other services necessary for the construction and completion of the PROJECT described herein.
- C. The CONTRACTOR will commence the WORK required by the CONTRACT DOCUMENTS within 10 calendar days after the date of the NOTICE TO PROCEED and will complete all work within 90 consecutive calendar days thereafter.
- D. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS and comply with the terms therein for the sum of \$148,075.00, as shown in the BID schedule.
- E. The term " CONTRACT DOCUMENTS " includes the following:
  - 1. INVITATION TO BIDDERS
  - 2. INFORMATION FOR BIDDERS
  - 3. BID FORM
  - 4. BID BOND
  - 5. AGREEMENT
  - 6. NOTICE OF AWARD
  - 7. NOTICE TO PROCEED
  - 8. PERFORMANCE BOND
  - 9. PAYMENT BOND
  - 10. GENERAL CONDITIONS
  - 11. SPECIAL CONDITIONS
  - 12. SUMMARY OF WORK
  - 13. MEASUREMENT AND PAYMENT
  - 14. TECHNICAL SPECIFICATIONS
  - 15. APPENDICES
  - 16. CONSTRUCTION DRAWINGS
  - 17. ADDENDA
- F. The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the General Conditions, such amounts as required by the CONTRACT DOCUMENTS.
- G. This AGREEMENT shall be bonding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed by their duly authorized official, this Agreement in three (3) copies, each of which shall be deemed an original on the date first above written.

CITY OF MILFORD

BY: \_\_\_\_\_

Archie Campbell  
(Printed Name)

Mayor  
(Title)

ATTEST: \_\_\_\_\_

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Title)

(CITY SEAL)

\_\_\_\_\_  
(Business Name)

BY: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Title)

State of \_\_\_\_\_

County of \_\_\_\_\_

This instrument was acknowledged before me on \_\_\_\_\_ (date) by  
\_\_\_\_\_ (name(s) of person(s)).

(Seal, if any)

\_\_\_\_\_  
Signature of notarial officer

\_\_\_\_\_  
Title (and Rank)

My Commission expires: \_\_\_\_\_

**Section 11: NOTICE OF AWARD**

To: David A. Bramble, Corporation

PROJECT: **LOVERS LANE PAVING (CTF) PROJECT, CONTRACT NO. 2020-ST-006**

The OWNER has considered the BID submitted by you for the above PROJECT in response to its INVITATION TO BIDDERS advertised August 5, 2020, and the INFORMATION FOR BIDDERS.

You are hereby notified that your BID has been accepted for items in the amount of \$148,075.00.

You are required by the INFORMATION FOR BIDDERS to execute the AGREEMENT and furnish the required CONTRACTOR'S PERFORMANCE BOND, PAYMENT BOND and CERTIFICATES OF INSURANCE within Ten (10) calendar days from the date of this NOTICE to you.

If you fail to execute said AGREEMENT and to furnish said BONDS and CERTIFICATES OF INSURANCE within Ten (10) calendar days from the date of this NOTICE, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this 24th day of August, 2020.

OWNER: CITY OF MILFORD  
BY: Mark Whitfield  
TITLE: City Manager

**ACCEPTANCE OF NOTICE**

Receipt of the above NOTICE OF AWARD is hereby acknowledged by:

\_\_\_\_\_  
(Business Name)

BY: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Title)

**Section 12: NOTICE TO PROCEED**

To: David A. Bramble, Corporation

DATE: August 27, 2020

**PROJECT:** LOVERS LANE PAVING (CTF) PROJECT, CONTRACT NO. 2020-ST-006

You are hereby notified to commence WORK, in accordance with the AGREEMENT dated 24th day of August, 2020, on or before September 6, 2020 and you are to complete the WORK within Ninety (90) consecutive calendar days thereafter. The date for completion of all WORK is therefore anticipated by November 25, 2020.

OWNER: CITY OF MILFORD  
BY: Mark Whitfield  
TITLE: City Manager

**ACCEPTANCE OF NOTICE**

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by:

\_\_\_\_\_  
(Business Name)

BY: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Title)

**Section 13: PERFORMANCE BOND**

KNOWN ALL PERSONS BY THESE PRESENTS, that David A. Bramble, located at 705 Morgnec Road, PO Box 419, Chestertown, MD 21620, a Corporation, hereinafter PRINCIPAL, and

\_\_\_\_\_  
(NAME OF SURETY)

\_\_\_\_\_  
(ADDRESS OF SURETY)

hereinafter SURETY, are held and firmly bound unto the CITY OF MILFORD, 201 SOUTH WALNUT STREET, MILFORD, DELAWARE 19963, hereinafter called OWNER, in the total aggregate penal sum of

\_\_\_\_\_ DOLLARS,

(\$148,075.00), in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the PRINCIPAL entered into a certain CONTRACT with the OWNER, dated the 24th day of August, 2020, a copy of which is hereto attached and made a part hereof for the construction of:

**Lovers Lane Paving (CTF) Project, Contract No. 2020-ST-006, AND OTHER APPURTENANT WORK, WHICH CONTRACT AND THE WORK TO BE DONE THEREUNDER AND THE SPECIFICATIONS ACCOMPANYING SAME SHALL BE DEEMED A PART THEREOF TO THE SAME EXTENT AS IF FULLY SET OUT HEREIN.**

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

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

PROVIDED, FURTHER, that it is expressly agreed that the BOND shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the CONTRACT not increasing the CONTRACT price more than 20 percent, so as to bind the PRINCIPAL and SURETY to the full and faithful performance of the CONTRACT as so amended. The term "Amendment",

wherever used in this BOND, and whether referring to this BOND, the CONTRACT or the Loan Documents shall include any alteration, addition, extension, or modification of any character whatsoever.

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

In WITNESS WHEREOF, this instrument is executed in three (3) counterparts, each of which shall be deemed an original, this \_\_\_\_ day of \_\_\_\_\_, 2020.

**Principal:** \_\_\_\_\_  
(PRINCIPAL)

\_\_\_\_\_  
(PRINTED NAME)

\_\_\_\_\_  
(Witness as to Principle)

\_\_\_\_\_  
(TITLE)

(SEAL)

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

**ATTEST:** \_\_\_\_\_  
(SURETY)

\_\_\_\_\_  
(PRINTED NAME)

\_\_\_\_\_  
(Witness as to SURETY)

\_\_\_\_\_  
(TITLE)

(SEAL)

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

**NOTE** – Date of BOND must not be prior to date of CONTRACT (8/24/2020).

If CONTRACTOR is partnership, all partners should execute the BOND.

**IMPORTANT** – SURETY companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the PROJECT is located.

**Section 14: PAYMENT BOND**

KNOWN ALL PERSONS BY THESE PRESENTS, that David A. Bramble, located at 705 Morgnec Road, PO Box 419, Chestertown, MD 21620, a Corporation, hereinafter PRINCIPAL, and

\_\_\_\_\_  
(NAME OF SURETY)

\_\_\_\_\_  
(ADDRESS OF SURETY)

hereinafter SURETY, are held and firmly bound unto the CITY OF MILFORD, 201 SOUTH WALNUT STREET, MILFORD, DELAWARE 19963, hereinafter OWNER, and unto all persons, firms and corporations who or which may furnish labor, or who furnish materials to perform, as described under the CONTRACT and to their successors and assigns in the total aggregate penal sum of

\_\_\_\_\_ DOLLARS,

(\$148,075.00), in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the PRINCIPAL entered into a certain CONTRACT with the OWNER, dated the \_\_\_\_\_ day of \_\_\_\_\_, 2020, a copy of which is hereto attached and made a part hereof for the construction of:

**LOVERS LANE PAVING (CTF) PROJECT, CONTRACT No. 2020-ST-006, and other appurtenant work, which CONTRACT and the WORK to be done thereunder and the SPECIFICATIONS accompanying same shall be deemed a part thereof to the same extent as if fully set out herein.**

NOW THEREFORE, if the PRINCIPAL shall promptly make payment to all persons, firms and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such CONTRACT, and any authorized extensions or modifications thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK, and for all labor cost incurred in such WORK including that by a SUBCONTRACTOR, and to any mechanic or materialman lienholder whether it acquires its lien by operation of State or Federal law; then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, that beneficiaries or claimants hereunder shall be limited to SUBCONTRACTORS and persons, firms and corporations having a direct CONTRACT with the PRINCIPAL or its SUBCONTRACTORS.

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

PROVIDED, FURTHER, that no suit or action shall be commenced hereunder by any claimant:

(a) Unless claimant, other than one having a direct CONTRACT with the PRINCIPAL, shall have given written notice to any two of the following: The PRINCIPAL, the OWNER, or the SURETY above named within ninety (90) days after such claimant did or performed the last of the WORK or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the WORK or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the PRINCIPAL, OWNER, or SURETY, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.

(b) After the expiration of 1 Year following the date of which PRINCIPAL ceased WORK on said CONTRACT, it being understood, however, that if any limitation embodied in the BOND is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

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

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

In WITNESS WHEREOF, this instrument is executed in three (3) counterparts, each of which shall be deemed an original, this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

**Principal:** \_\_\_\_\_  
(PRINCIPAL)

\_\_\_\_\_  
(PRINTED NAME)

\_\_\_\_\_  
(TITLE)

\_\_\_\_\_  
(Witness as to Principle)

(SEAL)

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

**ATTEST:** \_\_\_\_\_  
(SURETY)

\_\_\_\_\_  
(PRINTED NAME)

\_\_\_\_\_  
(TITLE)

\_\_\_\_\_  
(Witness as to SURETY)

(SEAL)

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

**NOTE** – Date of BOND must not be prior to date of CONTRACT.  
If CONTRACTOR is partnership, all partners should execute the BOND.  
**IMPORTANT** – SURETY companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the PROJECT is located.