

**AN ORDINANCE TO AUTHORIZE AND APPROVE AN EXTENSION OF CONTRACT 24012LI (VACANT PROPERTY SERVICES) BETWEEN THE CITY OF WILMINGTON AND R&A CONTRACTORS, LLC**

**#0375**

**Sponsor:**

**Council  
Member  
Cabrera**

**WHEREAS**, pursuant to Section 2-308 and Section 8-200 of the City Charter, the City of Wilmington is authorized to enter into contracts for the supply of personal property or the rendering of services for a period of more than one year if approved by City Council by ordinance; and

**WHEREAS**, the City publicly advertised the specifications for Contract 24012LI “Vacant Property Services” (the “Contract”) in accordance with the requirements of Section 8-200 of the City Charter, and subsequently awarded the Contract, a copy of which, in substantial form, is attached hereto and incorporated by reference herein as Exhibit “A”, to R&A Contractors, LLC, the lowest responsible bidder; and

**WHEREAS**, the term of the Contract is for the period from July 1, 2023 to June 30 2024, at an estimated price of One Hundred Thirty-Seven Thousand Three Hundred Dollars (\$137,300.00), with the possibility of one (1) extension of one (1) year thereafter on the same terms and conditions; and

**WHEREAS**, it is the recommendation of the Department of Licenses and Inspections that City Council authorize the City to exercise the option to extend the Contract for one (1) additional year; and

**WHEREAS**, City Council deems it necessary and appropriate to authorize the City to exercise the option to extend the Contract for one (1) additional year.

**NOW, THEREFORE, THE COUNCIL OF THE CITY OF WILMINGTON  
HEREBY ORDAINS:**

**SECTION 1.** The one-year extension option to the Contract (being Contract 24012LI “Vacant Property Services” between the City of Wilmington and R&A Contractors, LLC), a copy of which Contract, in substantial form, is attached hereto as Exhibit “A”, at an estimated price of One Hundred Thirty-Seven Thousand Three Hundred Dollars (\$137,300.00), is hereby approved, and the Mayor, or his designee, is hereby authorized to exercise the City’s option, as well as to take all additional undertakings related thereto as may be necessary.

**SECTION 2.** This Ordinance shall become effective upon its passage by City Council and approval by the Mayor.

First Reading.....December 14, 2023  
Second Reading.....December 14, 2023  
Third Reading.....

Passed by City Council,

\_\_\_\_\_  
President of City Council

ATTEST: \_\_\_\_\_  
City Clerk

Approved this \_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Mayor

**SYNOPSIS:** This Ordinance authorizes the City to exercise a one-year extension option for Contract 24012LI “Vacant Property Services” with R&A Contractors, LLC.

**FISCAL IMPACT STATEMENT:** The fiscal impact of this Ordinance is a one-year contract extension at an estimated price of One Hundred Thirty-Seven Thousand Three Hundred Dollars (\$137,300.00).

W0122970

# **EXHIBIT A**

**PROOF OF PUBLICATION**

Procurement Dept  
Sd City Wilm Purchasing Div  
800 N French St Fl 5  
Wilmington DE 19801-3590

STATE OF DELAWARE, COUNTY OF NEW CASTLE

The Wilmington News Journal is a daily newspaper of general circulation, printed and published in the State of Delaware; that the publication, a copy of which is attached hereto, was published in the said newspaper in the issues dated:

04/27/2023, 05/04/2023

Sworn to and subscribed before on 05/04/2023

The City of Wilmington will receive sealed bids at the Division of Procurement & Records, 5th Fl., Louis L. Redding Bldg., 800 French St., Wilm., DE 19801 for:

**24012LI - VACANT PROPERTY SERVICES**

Bids Due: Thursday, May 18, 2023, at 3:00 p.m., to the Procurement Division 5th Floor, Louis L. Redding City/County Building, 800 French Street, Wilmington, DE 19801. Bids can also be left in the drop box marked "PROCUREMENT" located on the first floor in front of the guard station.

Bid opening: Time: May 18, 2023 03:00 PM Eastern Time (US and Canada)

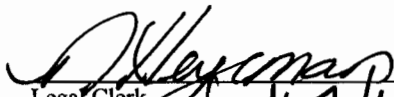

<https://us05web.zoom.us/j/86351555470pwd=b21NNU80K1VVYUV1K3dsdnYxZlhRZz09>

Meeting ID: 863 5155 5470

Passcode: 7W9Rh9

Specifications may be obtained by email to [procurement@wilmingtonde.gov](mailto:procurement@wilmingtonde.gov)

Philip Ceresini, CPPB  
Purchasing Agent II  
Division of Procurement and Records  
Department of Finance  
NJ-427, 5/4/23

  
\_\_\_\_\_  
Legal Clerk  
  
\_\_\_\_\_  
Notary, State of WI, County of Brown  
9/19/25

My commission expires

Publication Cost: \$239.76  
Order No: 8744044 # of Copies:  
Customer No: 904392 -1  
PO #:

**THIS IS NOT AN INVOICE!**  
*Please do not use this form for payment remittance.*

VICKY FELTY  
Notary Public  
State of Wisconsin

## INSTRUCTIONS TO BIDDERS

1. Bids on **City Contract 24012LI – VACANT PROPERTY SERVICES** are due to the Department of Finance, Division of Procurement and Records, 5<sup>th</sup> Floor, Louis L. Redding City/County Building, 800 French Street, Wilmington, Delaware by **3:00 PM on May 18, 2023**. **Bids can also be left in the drop box marked “PROCUREMENT” located on the first floor in front of the guard station.**

The building is still closed to the public so the bid opening will be visible as a Zoom Meeting.

Link: <https://us05web.zoom.us/j/86351555470?pwd=b21NNU80K1VVYUV1K3dsdnYxZlhRZz09>

Meeting ID: 863 5155 5470                      Passcode: 7W9Rh9

2. Proposals must be in triplicate, sealed in an envelope, and the envelope endorsed "**Bid for City Contract 24012LI – VACANT PROPERTY SERVICES** " and addressed to the Department of Finance, Division of Procurement and Records, 5<sup>th</sup> Floor, Louis L. Redding City/County Building, 800 French Street, Wilmington, Delaware.

3. Any bid may be withdrawn prior to the schedule time for opening of bids or authorized postponement thereof. No bid may be withdrawn within thirty (30) calendar days after the actual opening thereof.

4. The successful bidder will be required to have or obtain an appropriate business license from the Department of Finance, Revenue Division, City of Wilmington, in order to be awarded the contract. Before obtaining a City of Wilmington Business License, all applicants must show proof of a current State of Delaware Business License.

5. The corporation, the successful bidder shall furnish a certificate from the State where it is incorporated, stating that it is a subsisting corporation. The corporation shall also furnish one (1) original and two (2) copies of the excerpts of the corporate minutes, which grant authority to those who sign and attest the contract. The Corporate Seal shall be affixed where signatures are attested.

6. The successful bidder will be required to withhold City of Wilmington Wage Tax from their employees and withheld taxes paid to the City of Wilmington pursuant to the provisions of the Wilmington Wage Tax Law. This law applies to people living and/or working in the City of Wilmington.

7. The U.S. Department of Commerce monitors Procurement transaction made to minority business enterprises by the City of Wilmington. The Minority Business Developments Agency's District Office reserves the right to contact the successful minority bidder and/or subcontractor to confirm any participation in the Procurement process.

8. The successful bidder certifies that they are not listed on the Federal Government, Excluded Parties List System ([www.sam.gov](http://www.sam.gov)). This will be verified by the City of Wilmington and if listed may be grounds for rejection of the bid or proposal.

9. Any person doing business or seeking to do business with the City shall abide by the following Global Sullivan Principles:

- A. Support universal human rights and particularly, those of employees, the communities within which you operate, and parties with whom you do business.
- B. Promote equal opportunity for employees at all levels of the company with respect to issues such as color, race, gender, age, ethnicity, or religious beliefs, and operate without unacceptable worker treatment such as the exploitation of children, physical punishment, female abuse, involuntary servitude, or other forms of abuse.
- C. Respect employee's voluntary freedom of association.
- D. Compensate employees to enable them to meet at least their basic needs and provide the opportunity to improve their skill and capability in order to raise their social and economic opportunities.

- E. Provide a safe and healthy workplace; protect human health and the environment; and promote sustainable development.
- F. Promote fair competition including respect for intellectual and other property rights, and not offer, pay, or accept bribes.
- G. Work with governments and communities in which you do business to improve the quality of life in those communities -- their educational, cultural, economic, and social well-being -- and seek to provide training and opportunities for workers from disadvantaged backgrounds.
- H. Promote the application of these principles by those with whom you do business.

10. **Award and Execution of Contract**

- A. **Consideration of Proposals.** After the proposals are opened and read, they will be compared on the basis of the summation of the products of the approximate quantities shown in the bid schedule by the unit bid prices, unless the proposals states a different basis for comparing bids. In the event of a discrepancy between unit bid prices and extensions, the unit bid price shall govern.

Before awarding the contract, a bidder may be required to show that he/she has the ability, experience, necessary equipment, experienced personnel, and financial resources to successfully carry out the work required by the contract.

The right is reserved to reject any and/or all proposals, to waive technicalities, to advertise for new proposals, or to proceed to do the work otherwise, if in the judgment of the department the best interest of the City will be promoted thereby.

- B. **Award of Contract.** The award of the contract, if it be awarded, must be within thirty (30) calendar days after the opening of proposals to the lowest responsible and qualified bidder whose proposal complies with all the requirements prescribed. The successful bidder will be notified by letter mailed to the address shown on his proposals that his bid has been accepted and has been awarded the contract.
- C. **Cancellation of Award.** The City reserves the right to cancel the award of any contract at any time before the execution of said contract by all parties without any liability against the City.
- D. **Right to Audit.** The City Auditor or his designee shall have the right to audit the contract and any books, documents, or records relating thereto.

Questions should be directed to Phil Ceresini via email at [pceresini@wilmingtonde.gov](mailto:pceresini@wilmingtonde.gov). Questions will not be accepted within 1 week of bid opening.

**THIS CONTRACT DOES NOT REQUIRE A BID BOND OR PERFORMANCE BOND.**

**VACANT PROPERTY SERVICES CONTRACT  
CITY CONTRACT 24012LI**

**SPECIFICATIONS**

The City of Wilmington, through its Department of Licenses and Inspections, will under this agreement:

- A. Provide funds for labor, time, equipment, and materials for all work orders completed as specified in the SCOPE OF SERVICES. Total funds to be paid by the City to the Contractor will not exceed the amount specified in the acceptable bid. No funds will be paid for any labor, time equipment, or materials other than those utilized to complete work orders.
- B. Provide written and or verbal work order to the Contractor specifying duties and tasks to be performed.
- C. Monitor and follow up assignments provided by the Contractor to assure compliance with the work order request. When necessary, the Commissioner, Supervisor, or Inspectors will contact the Contractor for any corrective action and to verify completion of work requested.
- D. Establish, maintain, and monitor a record file system of all work orders issued and returned to the City by the Contractor. This file will provide documentation for payments to the Contractor and for audit purposes.
- E. Submit reports and payment vouchers to the Finance Department for payment to the Contractor for all completed work orders.
- F. The Department of Licenses and Inspection will notify the Contractor of work to be completed either by emergency or non-emergency methods. The cost should be reflective of the labor and material as submitted in the proposal sheet.
- G. Provide advisory and support services related to any Federal, State, and City ordinances, regulations, and procedures related to specific work tasks requested.

The Contractor will perform and/or provide:

- A. Labor, equipment, and materials in quantities necessary to complete all work order requests issued by the City through its Department of Licenses and Inspections. All costs associated with labor will be paid at straight time with no overtime being paid.
- B. Receive written (via email) work order request for service from the Commissioner, Supervisor, or the Code Enforcement Supervisors. The Contractor will notify the Department once they arrive at the location to start the required work.



- C. Satisfactory completion of all work orders within two working days after receipt of work orders from the City. When specified, Contractor will satisfactorily complete work orders issued with a priority designation. The Contractor shall perform all work in conformance with applicable local codes, laws, ordinances, and requirements and in compliance with all general and specific conditions of the Service Contract. The Contractor should have at all times an inventory of plywood (15 sheets) necessary to start job on first arrival. All non-emergency work orders must be completed within 48 hours and billed at the non-emergency bill rate (as per the proposal sheet).
- D. Emergency Call Response: Upon contact by the City of Wilmington's Department of Licenses and Inspections, the Contractor must respond (via phone, email, cell phone/text, and/or site visit) to department's request within 30 minutes of said contact and begin work immediately upon arrival to the site. All time will be billed at the emergency bill rate.
- E. Maintain a systematic record file to keep all work orders issued by the City and will provide documentation upon request to the Department of Licenses and Inspections, City, federal, or authorized auditors.
- F. A request for payment for all work orders completed for the specific time will be required as support documentation for payment. The City shall pay the Contractor for performing the services requested for the Department of Licenses and Inspections set forth in this agreement.
- G. Allow a designated City employee the right to monitor, inspect, and advise Contractor and his employees of all work assignments in need of corrective action to satisfactorily meet requirements of the work tasks specified in the SCOPE OF SERVICES. Payment for disputed services will be withheld until a mutually agreeable solution is found.
- H. The Contractor will bill the City only for labor, time (including travel), equipment (including rental), materials used for the performance and completion of work orders. All costs should be reflective of the cost submitted on the proposal sheet by either emergency or non-emergency labor cost.
- I. The city will only pay for the number of employees (laborer and/or foreman), and employee's time spent at the property. Time to be billed in increments of one hour, with no minimum fee allowed.

**NON-PERFORMANCE OF DUTIES AND ANNULMENT OF CONTRACT**

If the Contractor fails to begin or complete work assignments within the time specified or fails to perform the work with sufficient materials, labor, or equipment for the prompt completion of said work, except in cases for which an extension of time is provided, then the City shall have the right to terminate the employment of said Contractor.

## INDEMNIFICATION OF THE CITY

The Contractor shall indemnify, defend and save the harmless the City, its agents and employees, from all suits, actions, claims, demands, damages, losses, expenses, and/or costs of every kind and description to which the City may be subjected or put by reason of injury (including death) to persons or property resulting from the manner or method employed by the Contractor, his agents and employees or subcontractors, and whether such suits, actions, claims, demands, losses, expenses, and/or costs against, suffered, or sustained by the City, his agents and employees, may become liable therefore, and the whole, or so much of the monies due, or become due, the Contractor, under this contract or any other contract, as may be considered necessary by the Engineer, may be retained by the City until such suits or claims for damages shall have been settled or otherwise disposed of the satisfactory evidence to that effect furnished to the Engineer.

## TERM OF CONTRACT

The original term of this contract shall be from **12:01 a.m., July 1, 2023, through 11:59 p.m., June 30, 2024 (12 months)**.

The City of Wilmington reserves the option to extend this contract for one additional year, provided that all terms and conditions of this contract shall remain the same and it is in the best interest of the City to do so.

The City of Wilmington will give 60 days advance written notice if the contract is to be extended after the first year. If no notice is issued, it will be assumed that this contract will end on the above-ending date of the original term.

## SCOPE OF SERVICES

### **Definition of Work Orders**

- I. Vacant Structures - Boarding and Securing
  - A. This contract will require the Contractor to be on call twenty-four hours per day for the Department of Licenses and Inspections. In the event of an emergency, the Contractor will be required to respond to the scene within sixty (60) minutes of contact from the Department of Licenses and Inspections. In event the Department of Licenses and Inspections cannot contact Contractor, the Department of Licenses and Inspections will immediately contact an alternate contractor.
  - B. ***Basement and First-Floor Levels*** - Boarding and securing a vacant building shall include all doors and windows on the basement and first floor levels. All doors and windows shall be boarded from the outside but secured from inside the property. If possible and when necessary, boarding may be done from the inside of the building. Upon specific requests, some buildings shall be secured with a hasp and lock. All work is to be done in accordance with the City code and in a satisfactory workman-like manner. All plywood to be mechanically screwed.

All plywood shall be painted to match the color of the building or trim on the building. Property numbers shall be stenciled on front and back doors. Back doors only need to be stenciled if there is alleyway access to the unit. Stenciling should be neat, uniform, centered on doors and clearly visible in dark coloring (see City Code for additional guidelines). **This requirement will be strictly enforced.**

- C. **Second and Third Floor Levels** - All boarding shall be installed from the inside provided that there is safe access.
- D. **Garages, Rear Sheds, Etc.** - All garages and rear structures shall be boarded in the same manner as listed for the First Floor, if ordered.
- E. **Cleaning Interiors** - For vacant buildings, the Contractor shall clean the interiors of the buildings, which shall include all floor levels and the basement, or as specified by the Department of Licenses and Inspections. The Contractor shall be required to remove all trash, debris, combustible materials, and discarded furniture from the buildings. All materials and items removed shall be photographed or videotaped and inventoried to ensure against liability, if ordered.
- F. Upon specific written requests, the Contractor shall post signs, to be supplied by the Department of Licenses and Inspections.
- G. Removal of any trash, debris, and discarded furniture shall include the removal of these items from the premises and transportation to an appropriate dumping area in accordance with City and/or County requirements, if ordered.
- H. **OSB or flake board shall not be used** in the boarding of any structure. The Contractor will install a minimum of ½" plywood to be secure mechanically with screws.

## II. Vacant Lots - Front and Rear Yards

- A. **Trash Clearance** - The Contractor shall be required to remove all trash, debris, abandoned furniture and any other unsightly material from vacant lots, including front and rear yards of vacant structures or any other areas as identified by the department. All materials and items removed shall be photographed or videotaped and/or inventoried to ensure against liability. All materials shall be transported from the site to an approved disposal site with each individual disposal receipt attached to each invoice.

Do not allow structural alteration, repair, or replacement to the building or heavy equipment in rear yards for trash or debris removal, grading purposes, etc.

- B. **Cutting Grass (Seasonal)** - On a seasonal basis, work orders will be issued to require that grass, weeds, and vegetation to be cut on all vacant lots and/or buildings and shall include some front and rear yards when necessary. All work must be completed within **72 hours** weather permitting.
- C. **Erect and Post Signs** - Upon specific written requests, the Contractor shall erect and/or post signs on vacant lots indicating no trespassing.
- D. The City shall furnish all metal signs and posts, lock boxes and related materials when the Contractor is required to erect no trespassing signs as mentioned under sections I. B and II.C.
- E. When needed, Contractor will be responsible for the erection of barriers and fencing of lots, or buildings.

III. Snow Removal (Seasonal)

- A. The Contractor shall be required to remove snow from front steps, pavements, and/or walkways of properties within 24 hours after the snow ceases to fall. The City will issue work orders containing the specific addresses, streets, etc., of properties where snow shall be removed. Snow removal shall be performed using the appropriate equipment or a chemical substance. The Contractor shall stack and/or remove all snow so as not to prevent safe passage by pedestrians.

IV. Partial Demolition

- A. A Contractor shall be required to conduct selective demolition assignments where necessary (rear additions and sheds). All selective demolition will have to conform to City of Wilmington requirements for demolition.

Questions call: Michael A. Boykin, Commissioner  
Department of Licenses and Inspections  
(302) 576-3092

Yvonne(Eve)Davis, Code Enforcement Supervisor  
Department of Licenses and Inspections  
(302)576-3037

V. Emergency Calls/Work Orders

All calls or requests between the hours of Monday to Friday (4:30 p.m. to 8:30 a.m., Saturdays/Sundays/Holidays, all days).

Non-Emergency Calls/Work Orders

All calls or requests between the hours of Monday to Fridays (8:30 a.m. to 4:30 p.m.)

**PROPOSAL FORM**

**VACANT PROPERTY SERVICES**

DATE: \_\_\_\_\_

CONTRACT #: **24012LI**

Our City of Wilmington Business License number is \_\_\_\_\_.

This proposal is submitted with the knowledge that the Department of Finance, Division of Procurement and Records, reserves the right to reject any and all proposals when, in its judgment, it is in the best interest of the City of Wilmington to do so.

**Emergency Rates** *(Between the hours of Monday to Friday, 4:30 p.m. to 8:30 a.m., Saturdays/Sundays/Holidays)*

- 1. Maximum total **Labor Costs** (1 Foreman and 1 Laborer): \$ \_\_\_\_\_
- 2. Maximum total **Equipment Costs** (1 Dump Truck): \$ \_\_\_\_\_

**General Property Maintenance Rates** *(Between the hours of Monday to Friday, 8:30 a.m. to 4:30 p.m.)*

- 1. Maximum total **Labor Costs** (1 Foreman and 1 Laborer): \$ \_\_\_\_\_
- 2. Maximum total **Equipment Costs** (1 Dump Truck): \$ \_\_\_\_\_

**Chain Link Fencing, Gates, and Post**

- 1. 300 Lin/Ft of 6'-0" Chain Link Fencing and Posts \$ \_\_\_\_\_
- 2. Maximum total for **Gates**: \$ 500.00

**Material/Dumping Costs**

- 1. Maximum total **Material Costs** (1,000 Sheets 1/2" Plywood): \$ \_\_\_\_\_
- 2. Maximum total for **Dumping Fees and Permits**: \$ 10,000.00
- 3. Maximum total for **Painting and Stenciling of Boards** (colors to be determined by City of Wilmington): \$ 1,000.00

**GRAND TOTAL** *(the low bidder selected from this amount):* \$ \_\_\_\_\_

FIRM: \_\_\_\_\_

Corporation/Partnership/Individual

PER: \_\_\_\_\_

Name (Typed or Printed)

TITLE: \_\_\_\_\_

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

FED. ID NUMBER: \_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_

FAX NUMBER: \_\_\_\_\_

# EMERGENCY RATES

## ITEM 1 – LABOR (These hourly rates are for straight time only; no overtime will be accepted)

1 Foreman

Foreman pay for one (1) hour \$ \_\_\_\_\_ x 900 hours = \$ \_\_\_\_\_  
1 hour pay                      Total Hours                      Total Pay Foreman

1 Laborer

Laborer pay for one (1) hour \$ \_\_\_\_\_ x 900 hours = \$ \_\_\_\_\_  
1 hour pay                      Total Hours                      Total Pay Foreman

**SUBTOTAL ITEM #1 - TOTAL COST LABOR: \$ \_\_\_\_\_**

## ITEM 2 - EQUIPMENT

1 Dump Truck - \$ \_\_\_\_\_ x 900 hours = \$ \_\_\_\_\_  
1 hour Cost/Truck                      Total Hours                      Total Cost/Truck

**SUBTOTAL ITEM #2 - TOTAL COST EQUIPMENT: \$ \_\_\_\_\_**

## ITEM 3 - MATERIALS

a. 1,000 (max.) Sheets 4' x 8' x ½" thick (min.) x \$ \_\_\_\_\_ = \$ \_\_\_\_\_  
Cost Per Sheet

b. Stenciling materials \$ 1,000.00

**SUBTOTAL ITEM #3 - TOTAL COST MATERIALS: \$ \_\_\_\_\_**

Note: Contractor to have a minimum of 15 sheets of plywood in inventory at all times.

## ITEM 4 – CHAIN LINK FENCING AND POSTS

a. Furnish and install 300 Lin/Ft of 6'-0" Chain Link Fencing and Posts \$ \_\_\_\_\_  
b. Gates \$ .....500.00

**SUBTOTAL ITEM #4 - TOTAL COST FENCING/POSTS/GATE \$ \_\_\_\_\_**

## ITEM 5 - DUMPING FEES AND PERMITS

\$10,000.00 (total amount available)

**SUBTOTAL ITEM #5 - TOTAL COST FEES/PERMITS: \$ 10,000.00**

**NOTE TO BIDDERS:** Insert subtotals for all four sections on Page 1 and add to get grand total for this contract. Maximum amounts used for bidding purposes only.

**GENERAL PROPERTY MAINTENANCE RATE**  
**(Non-Emergency)**

**ITEM 1 – LABOR** (These hourly rates are for straight time only; no overtime will be accepted)

1 Foreman

Foreman pay for one (1) hour \$ \_\_\_\_\_ x 1,200 hours = \$ \_\_\_\_\_  
1 hour pay                      Total Hours                      Total Pay Foreman

1 Laborer

Laborer pay for one (1) hour \$ \_\_\_\_\_ x 1,200 hours = \$ \_\_\_\_\_  
1 hour pay                      Total Hours                      Total Pay Laborer

**SUBTOTAL ITEM #1 - TOTAL COST LABOR:**                      \$ \_\_\_\_\_

**ITEM 2 - EQUIPMENT**

1 Dump Truck – \$ \_\_\_\_\_ x 1,200 hours = \$ \_\_\_\_\_  
1 hour Cost/Truck                      Total Hours                      Total Cost/Truck

**SUBTOTAL ITEM #2 - TOTAL COST EQUIPMENT:**                      \$ \_\_\_\_\_

The BIDDER acknowledges receipt of Addendum and or Addenda No. \_\_\_\_\_, No. \_\_\_\_\_, No. \_\_\_\_\_, No. \_\_\_\_\_ prior to submitting a bid on this Contract.

PROPOSAL FORM

Original

VACANT PROPERTY SERVICES

DATE: 5/17/23

CONTRACT #: 24012LI

Our City of Wilmington Business License number is 2009100947

This proposal is submitted with the knowledge that the Department of Finance, Division of Procurement and Records, reserves the right to reject any and all proposals when, in its judgment, it is in the best interest of the City of Wilmington to do so.

Emergency Rates (Between the hours of Monday to Friday, 4:30 p.m. to 8:30 a.m., Saturdays/Sundays/Holidays)

- 1. Maximum total Labor Costs (1 Foreman and 1 Laborer): \$ 29,700 ✓
- 2. Maximum total Equipment Costs (1 Dump Truck): \$ 16,200 ✓

General Property Maintenance Rates (Between the hours of Monday to Friday, 8:30 a.m. to 4:30 p.m.)

- 1. Maximum total Labor Costs (1 Foreman and 1 Laborer): \$ 33,300 ✓
- 2. Maximum total Equipment Costs (1 Dump Truck): \$ 18,600 ✓

Chain Link Fencing, Gates, and Post

- 1. 300 Lin/Ft of 6'-0" Chain Link Fencing and Posts \$ 2000.00 ✓
- 2. Maximum total for Gates: \$ 500.00 ✓

Material/Dumping Costs

- 1. Maximum total Material Costs (1,000 Sheets 1/2" Plywood): \$ 26,000 ✓
- 2. Maximum total for Dumping Fees and Permits: \$ 10,000.00 ✓
- 3. Maximum total for Painting and Stenciling of Boards (colors to be determined by City of Wilmington): \$ 1,000.00 ✓

GRAND TOTAL (the low bidder selected from this amount): \$ 137,300 ✓

FIRM: R&A Contractors, LLC

Corporation/Partnership/Individual

PER: Jimmie L. Wilkerson

Name (Typed or Printed)

TITLE: President

ADDRESS: 902 N Adams Street  
Wilmington, Delaware 19801

FED. ID NUMBER: \_\_\_\_\_

PHONE NUMBER: (302) 449-7144

FAX NUMBER: \_\_\_\_\_



# EMERGENCY RATES

## ITEM 1 - LABOR (These hourly rates are for straight time only; no overtime will be accepted)

1 Foreman

Foreman pay for one (1) hour \$ 18.00 x 900 hours = \$ 16,200 ✓  
1 hour pay                      Total Hours                      Total Pay Foreman

1 Laborer

Laborer pay for one (1) hour \$ 15.00 x 900 hours = \$ 13,500 ✓  
1 hour pay                      Total Hours                      Total Pay Foreman

**SUBTOTAL ITEM #1 - TOTAL COST LABOR:**

\$ 29,700 ✓

## ITEM 2 - EQUIPMENT

1 Dump Truck - \$ 18.00 x 900 hours = \$ 16,200 ✓  
1 hour Cost/Truck                      Total Hours                      Total Cost/Truck

**SUBTOTAL ITEM #2 - TOTAL COST EQUIPMENT:**

\$ 16,200 ✓

## ITEM 3 - MATERIALS

a. 1,000 (max.) Sheets 4' x 8' x ½" thick (min.) x \$ 25.00 = \$ 25,000 ✓  
Cost Per Sheet

b. Stenciling materials

\$ 1,000.00 ✓

**SUBTOTAL ITEM #3 - TOTAL COST MATERIALS:**

\$ 26,000 ✓

Note: Contractor to have a minimum of 15 sheets of plywood in inventory at all times.

## ITEM 4 - CHAIN LINK FENCING AND POSTS

a. Furnish and install 300 Lin/Ft of 6'-0" Chain Link Fencing and Posts

\$ 2000.00 ✓

b. Gates

\$ 500.00 ✓

**SUBTOTAL ITEM #4 - TOTAL COST FENCING/POSTS/GATE**

\$ 2500.00 ✓

## ITEM 5 - DUMPING FEES AND PERMITS

\$10,000.00 (total amount available)

**SUBTOTAL ITEM #5 - TOTAL COST FEES/PERMITS:**

\$ 10,000.00

**NOTE TO BIDDERS:** Insert subtotals for all four sections on Page 1 and add to get grand total for this contract. Maximum amounts used for bidding purposes only.

**GENERAL PROPERTY MAINTENANCE RATE**  
**(Non-Emergency)**

**ITEM 1 – LABOR** (These hourly rates are for straight time only; no overtime will be accepted)

1 Foreman  
Foreman pay for one (1) hour  $\$ \frac{15.25}{1 \text{ hour pay}} \times 1,200 \text{ hours} = \$ \frac{18,300}{\text{Total Pay Foreman}}$  ✓

1 Laborer  
Laborer pay for one (1) hour  $\$ \frac{12.50}{1 \text{ hour pay}} \times 1,200 \text{ hours} = \$ \frac{15,000}{\text{Total Pay Laborer}}$  ✓

**SUBTOTAL ITEM #1 - TOTAL COST LABOR:**

**\$ 33,300** ✓

**ITEM 2 - EQUIPMENT**

1 Dump Truck --  $\$ \frac{15.50}{1 \text{ hour Cost/Truck}} \times 1,200 \text{ hours} = \$ \frac{18,600}{\text{Total Cost/Truck}}$

**SUBTOTAL ITEM #2 - TOTAL COST EQUIPMENT:**

**\$ 18,600** ✓

The BIDDER acknowledges receipt of Addendum and or Addenda No. PF1, No. PF2,  
No. PF3, No. \_\_\_\_\_ prior to submitting a bid on this Contract.

**City of Wilmington**  
**Department of Licenses & Inspections**

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OFFICE OF THE COMMISSIONER

Wilmington, Delaware 19801

**MEMORANDUM**

To: Philip Ceresini  
Department of Finance, Procurement and Records Division

From: Michael A. Boykin, Commissioner  
Department of Licenses and Inspections



Date: May 22, 2023

Re: Contract 24012LI - Property Maintenance

Please be advised we have reviewed the bid proposals for City Contract 24012LI Vacant Property Services and have selected R&A Contractors LLC (\$137,300.00), the apparent low bidder.

If you need additional information, please contact me, extension 3048.

## CERTIFICATE OF AWARD OF CONTRACT

I hereby certify that Contract No. 24012LI is on this 25th of May 2023 awarded to R & A Contractors LLC in the amount of \$137,300.00 as per Proposal dated 5/17/23 and that this award is made in compliance with Wilm. Code (Charter), Section 8-200, to wit:

1. Plans and specifications for the work, supplies, or materials were filed with the Department of Finance, Division of Procurement and Records for public inspection on 4/27/23.
2. The advertisement calling for sealed bids on this contract was published in the News Journal on 4/27/23 & 5/04/23 stated that bids would be opened at 3:00 p.m. on 5/18/23.
3. All sealed bids received were publicly opened in the office of the Department of Finance, Division of Procurement and Records in the presence of the City Auditor and Department not represented desiring to make the purchase at 3:00 p.m. on 5/18/23. Other persons present at the opening of the bids were: Philip Ceresini, & Michael Maldonado
4. Bids were submitted by the following contractors in the following amounts.

<b>Contractor</b>	<b>Address</b>	<b>Date of Bid</b>	<b>Amount</b>
R & A Contractor, LLC	Wilmington, DE	5/18/23	\$137,300.00
MKO Junk Removal, LLC	Townsend, DE	5/18/23	\$218,050.00
J. Lashon Trucking, LLC	Newark, DE	5/18/23	\$242,100.00

5. City License Number \_\_\_\_\_

6. Upon recommendation of the Department of License & Inspection and after due consideration, I determined that the contractor to whom this award is made was the lowest responsible bidder. In support of this determination, I have received the following written recommendations, which are on file at my office:

<u>Author</u>	<u>Employment Position</u>	<u>Date</u>
Michael Boykin	Commissioner of Licenses & Inspection	5/22/23

  
\_\_\_\_\_  
Department of Finance, Division of Procurement

R & A CONTRACTORS, LLC.  
CERTIFIED COPY OF RESOLUTIONS

I, the undersigned, Secretary of **R & A CONTRACTORS, LLC**, a Delaware Corporation, hereby certifies that the following Resolutions excerpted from the Minutes of the Corporation were duly adopted by unanimous consent of the Board of Directors of the Corporation, on the **10<sup>th</sup>** day of **June** 2023.

**RESOLVED**, that the President, of this Corporation be and he hereby is authorized to execute and deliver on behalf of this Corporation a contract and other contract documents by and between this Corporation and the City of Wilmington, Delaware, Department of Finance, **20003LI “Vacant Property Services”**, for the Contract Price of **\$137,300.00**; and

**FURTHER RESOLVED**, that the Secretary of this Corporation be and she hereby is authorized to attest to the said contract and other documents.

I, further certify that the foregoing Resolutions have not been rescinded or modified and remain in full force ad effect.

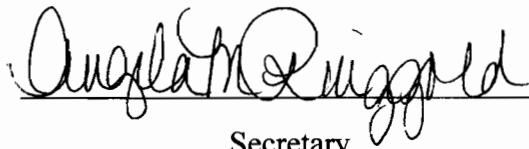
I, further certify that the following are the names of all qualified to sign for the Corporation:

President: Jimmie L. Wilkerson

Treasurer: Jimmie L. Wilkerson

Secretary: Angela M. Ringgold

IN WITNESS WHEREFOF, I have hereunto set my hand and the seal of the Corporation this 10<sup>th</sup> day of June 2023 A.D.

  
Secretary

# Delaware

Page 1


The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "R&A CONTRACTOR'S LLC" IS DULY FORMED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE TWELFTH DAY OF JUNE, A.D. 2023.

AND I DO HEREBY FURTHER CERTIFY THAT THE SAID "R&A CONTRACTOR'S LLC" WAS FORMED ON THE TWENTY-SIXTH DAY OF FEBRUARY, A.D. 2009.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL TAXES HAVE BEEN PAID TO DATE.



  
Jeffrey W. Bullock, Secretary of State

4659810 8300

SR# 20232723087

You may verify this certificate online at [corp.delaware.gov/authver.shtml](http://corp.delaware.gov/authver.shtml)

Authentication: 203525334

Date: 06-12-23



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/08/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b>		<b>CONTACT NAME:</b> Stephanie Dunfee	
Drass Insurance Agency, Inc. 205 N. James Street		<b>PHONE (A/C, No, Ext):</b> (302) 998-1331	<b>FAX (A/C, No):</b> (302) 998-2802
Newport DE 19804		<b>E-MAIL ADDRESS:</b> stephanie@drassinsurance.com	
<b>INSURED</b>		<b>INSURER(S) AFFORDING COVERAGE</b>	
R & A Contractors LLC 902 N Adams Street		<b>INSURER A:</b> WILMINGTON INSURANCE COMPANY	
Wilmington DE 19801		<b>INSURER B:</b>	
		<b>INSURER C:</b>	
		<b>INSURER D:</b>	
		<b>INSURER E:</b>	
		<b>INSURER F:</b>	

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	GL100021446-7	11/18/2022	11/18/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPIOP AGG \$ 2,000,000 \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A			PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Wilmington is listed as additional insured

**CERTIFICATE HOLDER****CANCELLATION**

City of Wilmington 800 French Street Wilmington DE 19801	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Stephanie Dunfee</i>
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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/08/2023

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**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

<b>PRODUCER</b> Drass Insurance Agency, Inc. 205 N. James Street  Newport DE 19804	<b>CONTACT NAME:</b> Stephanie Dunfee <b>PHONE (A/C, No. Ext):</b> (302) 998-1331 <b>FAX (A/C, No.):</b> (302) 998-2802 <b>E-MAIL ADDRESS:</b> stephanie@drassinsurance.com <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A : WILMINGTON INSURANCE COMPANY</td> <td style="text-align: center;">10788</td> </tr> <tr> <td>INSURER B :</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : WILMINGTON INSURANCE COMPANY	10788	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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<b>COVERAGES</b>	<b>CERTIFICATE NUMBER:</b>	<b>REVISION NUMBER:</b>
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A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/>  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			GL100021446-7	11/18/2022	11/18/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 \$
	<b>AUTOMOBILE LIABILITY</b> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

<b>CERTIFICATE HOLDER</b>  * NONE XXXXXXXXXXXXXXXXXXXXXXXX XXXXXXXXXXXXXXXXXXXXXXXX	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE <i>Stephanie Dunfee</i>
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----- CONTRACT-----

THIS AGREEMENT made the *2nd* day of *June* in the year **Two Thousand Twenty-Three** and between the City of Wilmington, a municipal corporation of the State of Delaware, acting through the agency of the Department of Finance, Division of Procurement and Records, party of the first part (hereinafter designated the Owner), and **R & A Contractors, LLC** party of the second part (hereinafter designated the Contractors)

**WITNESSETH**, that the Contractor, in consideration of agreements herein made by the Owner, agrees with the Owner as follows:

Article 1. The Contractor shall and will furnish and deliver per specifications, on contract **24012LI "Vacant Property Services"** for the **Department of Licenses and Inspections** in accordance with Advertisement for Bids by the Department of Finance, Division of Procurement and Records date **4/27/23 & 5/4/23** and specifications identified as Contract No. **24012LI** and by the signatures of the parties hereto, are, together with the said Advertisement for Bids, Instructions to Bidders, Forms of Proposal, and/or other documents pertinent thereto, hereby acknowledge and incorporated into these presents and are to be taken as a part of this Contract.

Article 2. It is understood and agreed by and between the parties hereto that the amount of this Professional Contract Agreement is in the amount of **One Hundred Thirty-Seven Thousand Three Hundred and -----00/100 (\$137,300.00)** as per Proposal dated **5/18/23** to the Department of Finance, Division of Procurement and Records.

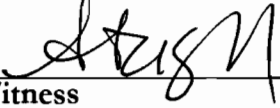
Article 3. In the performance of this Contract, the parties agree that they shall not discriminate or harass, or permit discrimination or harassment, against any person because of age sex, marital status, race, religion, color, national origin, or sexual orientation.

Article 4. This Agreement shall bind the heirs, executors, administrators, successors and assigns to the respective parties hereto.

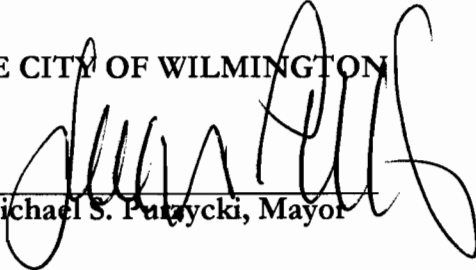
In witness whereof the party of the first part has, by recommendation of the **Commissioner of Licenses and Inspections**, caused the hand of **Michael S. Purzycki**, Mayor, and the corporate seal of the City of Wilmington, attested by the City Clerk, to be hereunto affixed; and the party of the second part has caused the hand of its' President, (or his authorized representative) and its' corporate seal, attested by the Secretary or assistant Secretary, to be hereunto affixed.

Dated the day and year first above written in the City of Wilmington, County of New Castle, State of Delaware.

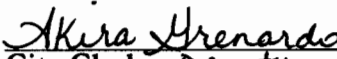
Signed, Sealed and delivered  
in the presence of:

  
\_\_\_\_\_  
Witness

THE CITY OF WILMINGTON

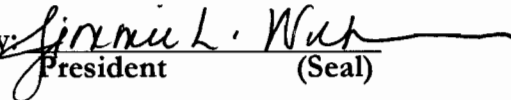
By:   
\_\_\_\_\_  
Michael S. Purzycki, Mayor

ATTEST:

  
\_\_\_\_\_  
City Clerk - Deputy

R& A Contractors, LLC

\_\_\_\_\_  
Witness

By:   
\_\_\_\_\_  
President (Seal)

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