

Contract 24-03
Between
TOWN OF ELSMERE
AND
Guardian Environmental Services

THIS AGREEMENT is made this 14th day of January 2025, by and between the Town of Elsmere (hereinafter referred as "Town"), a State Delaware Municipal Corporation, and Guardian Environmental Services, (hereinafter referred to as "Contractor"), doing business at 70 Albe Drive, Newark, De. 19702.

WHEREAS the Town issued a Request for Proposal for the TOWN OF ELSMERE ROSEMONT DRAINAGE IMPROVEMENTS RFP 24-03; and

WHEREAS the Town and the Contractor desire to enter into a written agreement for the provision of such services for Rosemont Drive Drainage Improvement located at the intersection of Rosemont Avenue and Taylor Road within the Town of Elsmere, New Castle, Delaware as referenced in RFP 24-03 (Attachment A.)

NOW, THEREFORE, in consideration of the mutual promises set forth herein, it is agreed by the parties as follows:

1. **WORK.** The Contractor agrees to perform all work in accordance with this Contract and the Price submitted for TOWN OF ELSMERE ROSEMONT DRAINAGE IMPROVEMENTS RFP 24-03 and the Scope of work in accordance with Construction Plans for Rosemont Drive Drainage Improvements (Attachment B).
2. **NOTICE TO PROCEED / COMPLETION TIME.** The contractor agrees to begin the work set forth in this Contract the week of April 7th, 2025, and further agrees to carryon such work regularly and uninterrupted thereafter with completion within 90 days of the start or other mutually agreed upon delivery window
3. **Payment.** Payment for the work as described in the Contract shall not exceed One Hundred Forty-Six thousand Dollars (\$ 146,000.00), excluding approved change orders signed by the Town and the Contractor. If during the course of the Contractor's performance, the work rendered does not meet the requirements set forth as specified in Attachments B, the Contractor shall correct or modify the work to comply with the requirements of the Contract within 30 days. The Town shall have the right to withhold payment for such work until it meets the requirements of the Contract. The Contractor shall submit AIA draw request based on work in place, signed off by the Town for each milestone.
4. **General Administration.** The Contract Administrator shall be the Steven Martin the Town Manager, and he shall have primary responsibility for the TOWN under this

Contract and shall oversee and approve all work to be performed, coordinate communications, and review and approve all invoices under this Contract

5. **Liquidated Damages.** Time is of the essence of this Agreement. Unless a delay is caused by the TOWN, if the Contractor shall neglect, fail, or refuse to complete the Town of Elsmere 2024 Street Improvements within the time specified in section (2), above, then the Contractor shall be in breach of contract and the Town has right to immediately terminate the contract and pay only for work completed and, as to materials, at the Town's option and discretion, only such materials on hand and/or ordered or enroute as the Town determines.
6. **WORKING CONDITONS.** Contractor will allow delays for weather conditions based on the concurrence of Contractor and Owner or Engineer for two circumstances:
 - a. Isolate inclement weather wherein the project site is determined to be unworkable for days of precipitation
 - b. Sustain inclement weather, wherein the project site is determined to be unworkable due to weather below freezing for base/binder, above 40 for topcoat.
7. **SCHEDULE OF WORK.** Street repair will be done in the following order:
8. **USE OF THE ROAD.** Contractor agrees to notify the residents on the block where the work is being performed that the street is being repaired. The Town will put up "No Parking Signs near the intersection that is being repaired.
9. **MEETINGS.** The contractor agrees to provide weekly update with the Town and Engineer every Monday or on a as needed basis.
10. **Extent of Contract / Modification.** This agreement, together with Attachments A, and B, represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. This agreement may be amended, modified, or added to only by written change order properly signed by both parties.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year above written.

TOWN OF ELSMERE
By: 
Steven Martin, TOWN OF ELSMERE

TOWN CONTACT
Town of Elsmere
11 Poplar Ave
Elsmere, DE 19802
Phone: 302 998-2215

CONTRACTOR
By: 
Title: Pres.
Taxpayer ID#: 20-5112070
CONTRACTOR CONTACT
Guardian Environmental Services
70 Albe Drive
Newark, DE.19702
Phone 302 918-3070