

REVISED 8-21-15

**AGENDA
REGULAR MEETING OF THE MAYOR AND COUNCIL
August 25, 2015
SEAFORD CITY HALL - 414 HIGH STREET**

- 7:00 P.M.** - Mayor David Genshaw calls the Regular Meeting to Order.
- Invocation
 - Pledge of Allegiance to the Flag of the United States of America.
 - Changes to agenda for this meeting.
 - Executive Session - Negotiations
 - Approval of minutes of the Regular Council meeting of August 11, 2015.

CORRESPONDENCE:

1. Present information on the removal of the recycle center in the Nylon Capital Shopping Center.

7:05 P.M. Public Hearing:

- 1) The property owner(s) of Tax Map and Parcel(s) 431-5.00-290, 291, 292, 292.01, 294.01, 296, 297, 298, 299, 300, 301, 303, 304, 305 & 311, located south of High St & west of S. North St., are seeking a sketch/preliminary site plan review & approval, on behalf of Perlmutter Management Group, for the construction of a new Towne Center. The proposed development will encompass several parcels and span across several blocks in the Riverfront Enterprise Zone and contain several uses including retail, professional office space, hotel rooms and apartment units, along with site improvements, on street and off street parking and an off street parking structure.
- 2) City of Seaford to present information on the issuance of up to \$1,658,300 in general obligation bonds through the State Revolving fund for the renewable energy generating system (solar array for WWTF)

Mayor Genshaw closes public hearing and reopens regular meeting calling for a motion on the sketch/preliminary site plan approval for the Seaford Towne Center.

NEW BUSINESS:

1. David Grantz, President of the Seaford Community Concert Association to present information on their upcoming concerts.
2. Natalie Wilson, Supt. of Parks and Recreation and Lynn Brocato, Executive Director Greater Seaford Chamber of Commerce to present information on the first Saturday in Downtown Seaford.

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NEW BUSINESS (CONTINUED):

3. Chief Gary Morris to present information on the transfer of a vehicle from Georgetown Police Department to Seaford Police Department for use by the STAR team via Homeland Security.
4. Present resolution proposing the issuance by the City of Seaford, Delaware, of up to \$1,658,300 maximum aggregate principal amount of a general obligation bond to finance the installation and operation of a renewable energy generating system by the City of Seaford and ordering Special Election in connection therewith. Mayor Genshaw to appoint Special Election Board.
5. Present executive summary for DNREC-SIRS and follow-up letter for the Seaford Power Plant (DE-1031) conference call regarding same. Present proposal from Brightfield a HSCA certified consultant to assist with the developer and City in the environmental clean-up of the former power plant site.
6. Present the proposal from George, Miles, and Buhr for the Stein Highway Sidewalk - Permits and Bidding Phase to complete the installation of ADA-compliant sidewalk from Market Street east to the Family Dollar Store.
7. Present the proposal from George, Miles and Buhr for Hooper's Landing Parking Lane on Locust Street.
8. Report the advertisement is out for the Chief of Police position with applications to be reviewed after September 21, 2015.

OLD BUSINESS:

1.

PUBLIC COMMENT PERIOD:

REMINDER OF MEETINGS & SETTING NEW MEETINGS:

1. City of Seaford closed on Monday, September 7th for Labor Day.
2. Movie night in the park - "Planes, Fire & Rescue" - Saturday, September 12th at Ross Mansion.

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COMMITTEE REPORTS:

1. **Police & Fire - Councilwoman Leanne Phillips-Lowe**
2. **Administration - Councilman H. William Mulvaney III**
3. **Parks and Recreation - Councilman Orlando Holland**
4. **Operations Committee - Councilman Dan Henderson**
5. **Electric - Councilwoman Peterson**

Mayor Genshaw calls for a motion to hold an Executive Session for the purpose of discussing negotiations.

EXECUTIVE SESSION:

1. Negotiations

Mayor Genshaw reopens the Regular Meeting and solicits a motion to adjourn the regular council meeting.

NOTE: Agenda shall be subject to change to include or delete Additional items (including executive session) which arise at the time of the meeting. (29 Del. C. S1004 (e) (3))

D. Slatcher

C-1
8/28/15

From: Josh Littleton
Sent: Tuesday, August 18, 2015 4:39 PM
To: D. Slatcher; C. Anderson; dgenshaw@seafordde.com
Subject: FW: NCSC - Grocery Store

FYI

JOSHUA E. LITTLETON
BUILDING OFFICIAL
CITY OF SEAFORD
P.O. BOX 1100
414 HIGH STREET
SEAFORD, DE 19973
☎ (302) 629-9173
☎ (302) 629-9307
✉ jlittleton@seafordde.com

From: Rich Von Stetten [mailto:rvs@dswa.com]
Sent: Tuesday, August 18, 2015 4:35 PM
To: Kelly Cook <kcookrehobothmall@yahoo.com>
Cc: Josh Littleton <jlittleton@seafordde.com>
Subject: Re: NCSC - Grocery Store

Kelly, the decision has been made by our company to remove the recycle center September 1, 2015 from the Nylon Cap. Shopping Center. We will be placing a sign up shortly to inform the residents of the move. The residents of Seaford can use the recycle center located at the Walmart Shopping Center on rt. 13 in the future. Sorry it has come to this, however, the issues were far too great to overcome.

DSWA is still planning on having the Special Recycling Event for paper shredding, hhw and electronic goods on September 12, 2015 in the same parking area of the shopping center (as we had last spring).

Thanks again,

Rich

Rich Von Stetten
Sr. Manager of Statewide Recycling
1128 S. Bradford Street
P.O. Box 455
Dover, DE 19903
☎ 302-739-5361
☎ Fax: 302-739-5505

D. Slatcher

N.B. 4
8/25/15

From: Tracy Torbert <ttorbert@seafordde.com>
Sent: Tuesday, August 18, 2015 9:02 AM
To: D. Slatcher
Subject: Special Election - Board

Dolores,

The following people have committed to helping with the Special Election on September 28th from 2-6 p.m.

John Leverage
Rick Peterson
Guy Longo

Thank you!

Tracy Torbert
Executive Secretary
City Of Seaford
302.629.9173
302.629.9307 (fax)

U.B.4
8/25/15

RESOLUTION

RESOLUTION PROPOSING THE ISSUANCE BY THE CITY OF SEAFORD, DELAWARE, OF UP TO \$1,658,300 MAXIMUM AGGREGATE PRINCIPAL AMOUNT OF A GENERAL OBLIGATION BOND TO FINANCE THE INSTALLATION AND OPERATION OF A RENEWABLE ENERGY GENERATING SYSTEM BY THE CITY OF SEAFORD AND ORDERING A SPECIAL ELECTION IN CONNECTION THEREWITH.

WHEREAS, the City of Seaford, Delaware (the "City") pursuant to Section 35 of 53, Delaware Laws, Chapter 42, as amended (the "Charter") proposes to borrow an amount not exceeding the maximum aggregate principal amount of \$1,658,300 in order to: (i) finance the installation and operation of a renewable energy generating system (a ground mounted solar array) that will offset a portion (approximately 54%) of the energy consumption at the City's Waste Water Treatment Plant; and (ii) pay certain administrative and other costs incurred in connection therewith (collectively, the "Project"); and

WHEREAS, pursuant to a Resolution adopted on July 28, 2015 (the "Initial Resolution"), the City gave notice of its intention to borrow up to \$1,658,300 through the issuance of a general obligation bond (the "Bond") of the City for the Project and established a public hearing on the matter for August 25, 2015; and

WHEREAS, having conducted the public hearing, after notice, in accordance with Sections 35(A) and (B) of the Charter, the City hereby determines to proceed with the proposed borrowing and hereby orders a Special Election to be held not less than thirty (30) nor more than sixty (60) days after the aforementioned public hearing, for the purpose of voting for or against the proposed borrowing, all in accordance with the Charter.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Seaford (the "City Council"), Delaware, as follows:

1. Pursuant to the Initial Resolution and after a public hearing conducted on August 25, 2015, after notice, all in accordance with the requirements of the Charter, the City hereby resolves to proceed with borrowing an amount of money, not to exceed \$1,658,300 to fund the Project.

2. The City Council hereby orders that a **Special Election be held on September 28, 2015 (the "Special Election")** for the purpose of voting for or against the proposed borrowing. The Special Election shall be conducted in the Council Chambers at the Seaford City Hall located at 414 High Street, Seaford, Delaware, 19973, and the polls shall open at 2:00 p.m. and shall close at 6:00 p.m. Such Special Election shall be held not less than thirty (30) nor more than sixty (60) days after the aforementioned public hearing.

3. At such Special Election, every owner of property, whether an individual, partnership or corporation, shall have one vote and every person who is a bona fide resident of the City, but who is not an owner of property within the corporate limits of the City, shall have one vote. All votes may be cast either in person or by proxy. Any Special Election held pursuant to the provisions of Section 35(E) of the Charter may be conducted by paper ballot and without the use of voting machines.

4. The City Council hereby directs that notice of such Special Election be published and posted as required by the Charter Section 35(D) by:

(i) publication in two (2) issues of a newspaper in the City within thirty (30) days prior to the Special Election; and/or

(ii) distribution in circular form at least fifteen (15) days prior to the Special Election.

5. Pursuant to the Charter, the Mayor shall have submitted to City Council, for its approval, the names of individuals to serve as the Board of Election (the "Board of Election") with respect to the Special Election.

6. The Board of Election shall count the votes for and against the proposed loan and shall announce the result thereof. The Board of Election shall make a certificate under their hands of the number of votes cast for and against the proposed loan, and shall deliver the same to the City Council, and said certificate shall be entered on the minutes of the City Council, and the original shall be filed with the papers of the City Council.

7. Pursuant to Section 35 of the Charter, the City Council shall hereby cause the notices of the Special Election to be published and/or posted as provided herein and by the Charter and to take such other actions as are necessary or appropriate and in the best interest of the City to effectuate the resolutions adopted above and the requirements of the Charter.

I, THE UNDERSIGNED, Mayor of the City, do hereby certify that the above resolution was passed at a meeting of the City Council, duly called and convened, held on the 25th day of August, 2015, at which a quorum was present and voting throughout and that same is still in full force and effect.

CITY OF SEAFORD, DELAWARE

By: _____

David Genshaw
Mayor

(CITY SEAL)

Adopted by the Council of the
City of Seaford, Delaware
August 25, 2015

Dolores J. Slatcher
Secretary of Council and City Manager

CERTIFICATE OF SECRETARY OF CITY COUNCIL

The undersigned, Secretary of Council of the City Council of the City of Seaford, HEREBY CERTIFIES that:

The foregoing Resolution proposing borrowing a sum of money and ordering a Special Election was duly moved and seconded and adopted by a majority vote of the City Council of said City at a duly called and convened public meeting of said Council held on August 25, 2015; and that the roll of the City Council was called and such members voted or were absent as follows:

<u>Name</u>	<u>Vote</u>
David Genshaw, Mayor	(if tie)
Leanne Phillips-Lowe	
Grace S. Peterson	
Dan H. Henderson	
H. William Mulvaney III	
Orlando Holland	

and that such Resolution and the votes thereon have been duly recorded in the minutes.

WITNESS my hand and seal of the City this 25th day of August, 2015.

(CITY SEAL)

Dolores J. Slatcher
Secretary of Council

N.B.5(6)
8/25/15



August 21, 2105

Ms. Dolores Slatcher
City Manager
City of Seaford
PO Box 1100
414 High Street
Seaford, DE 19973

**RE: Proposal for Environmental Services
Seaford Power Plant
200 South Pine Street
Seaford, Delaware
BrightFields File: 3113.01.51**

Dear Ms. Slatcher:

Thank you for the opportunity for BrightFields, Inc. (BrightFields) to provide a proposal to perform Environmental Consulting Services for the Seaford Power Plant Property.

Based on the information you sent to us, and on our discussion with you and Charles Anderson, we understand that a Remedial Investigation (RI) of the Power Plant property was recently conducted for the Delaware Department of Natural Resources and Environmental Control (DNREC) by EA Engineering Services and that a draft RI Report was submitted to DNREC in July 2015. The RI described the environmental impacts from historic power plant operations, including petroleum hydrocarbons and semi-volatile organic compounds (SVOCs). DNREC sent the City of Seaford a letter on August 12, 2015 recommending that you enter the Voluntary Cleanup Program (VCP) to develop a plan to perform remedial action to clean up the property.

BrightFields is proposing this scope of services to assist you in working through the VCP process and developing a cleanup plan. Our proposed scope, schedule, fees, and terms associated with performing this consulting support are detailed below.

SCOPE OF WORK

BrightFields has developed the following scope of work based on our extensive experience with VCP sites, and in accordance with our recent discussions.

Task 1 – Review the Draft RI Report and Draft a Response to DNREC

- BrightFields will review the draft RI report and will draft a letter for the City of Seaford to discuss with and/or send to DNREC. This letter will include BrightFields' RI comments, suggestions and/or recommendations that we believe are essential to finalize the report and to develop the environmental approach for remedial action and redevelopment of the property.



Task 2 – Coordination with Seaford and Developer(s)

- BrightFields will meet with the City of Seaford, the current planned developer and the developer's design team, to review the proposed redevelopment plans and construction plans. We are interested in hearing the design team's vision for building size and orientation on the site, the types of planned final surfaces (paving, sidewalks, plantings, etc.), pre-construction grading, elevation raising, foundation design, utility corridors, and construction sequencing. We understand that these are not all fully planned yet, and that is fine. A discussion on the developer's vision and conceptual approach will be needed before remedial planning can proceed.
- We will discuss the Delaware programmatic options (e.g. Voluntary Cleanup Program and Brownfield Redevelopment Program), and the potential remedial approaches with the City and the developer's design team so that we can lay out a joint process for integrating environmental remediation and construction. Together we will strategize the most effective and efficient way to coordinate and initiate site remediation activities based on prospective redevelopment plans.
- This task includes a meeting with City of Seaford and the developer's design team, and subsequent phone and email correspondence to develop a conceptual approach for remedial options that may be available for the site and how to integrate them with construction.

Task 3 – Coordination with DNREC and Planning for Redevelopment

- BrightFields will meet with DNREC (and the City and prospective site developers, if they would like to attend) to discuss potential redevelopment plans and remedial options. This includes:
 - Evaluating the viability of potential Interim Actions,
 - Assisting DNREC to develop a Proposed Plan of Remedial Action consistent with redevelopment goals,
 - Recommending to DNREC the appropriate type of remediation plan approach and documents that will meet the needs of the City, the developer and DNREC, and gaining DNREC's concurrence.
 - Evaluating funding approaches for the remedial work.

PROJECT SCHEDULE

BrightFields is prepared to proceed with Task 1, the RI report review and draft letter to DNREC, upon your approval of this proposal. A meeting with the design team will be scheduled as soon as we have completed Task 1.

Based on the recommendations and outcome of this work scope, BrightFields will give you a proposal to prepare remedial scoping documents and cost estimates to perform site cleanup and to support the redevelopment construction process.



FEES

Based on the scope of work outlined above, BrightFields has prepared a breakdown of the anticipated costs for these services.

Task 1: Report Review and Draft Letter to DNREC	\$ 6,700.00
Task 2: Coordination with Seaford and Developer(s)	\$ 8,500.00
Task 2: Coordination with DNREC	<u>\$ 5,200.00</u>
Total (Time and Materials)	\$ 20,400.00

CONDITIONS

The costs included in this proposal are only for the services explicitly described herein. Any additional services required will be provided at the appropriate rate. This price estimate is valid for 30 days.

The attached *General Terms and Conditions* are integral to this contract. They contain contractual detail regarding our rates, payment terms, right of entry/site access, site restoration, location of unseen utilities/structures, regulatory compliance, sampling/analysis, warranty and limitations, liability and insurance information, confidentiality, delivery of completed reports to third parties, termination, and unanticipated changes in work scope.

AUTHORIZATION

Signing a copy of the authorization page and returning it to BrightFields will serve as authorization to proceed with the services as outlined above. Upon the receipt of the signature page, BrightFields will initiate the services above.

Please contact Gregg Crystall or me at (302) 656-9600 if you have any questions or wish to discuss the matter in more detail.

Sincerely,

BrightFields, Inc.

Marian R. Young
President

Gregg H. Crystall
Senior Program Director

Attachments: BrightFields' General Contract Conditions

Ms. Dolores Slatcher
Proposal for Environmental Services
Seaford Power Plant
Seaford, Delaware



AUTHORIZATION
Environmental Services
Seaford Power Plant, Seaford, Delaware

I authorize BrightFields, Inc. to perform the services described in the scope of work above.

ACCEPTED: _____ Date: _____
 Authorized Agent for the City of Seaford

This proposal is provided for your personal review and that of your agents only. Its contents should not be shared with any other company or persons without the express written permission of BrightFields, Inc. This price estimate is valid for 30 days.

BrightFields, Inc.

Environmental Consultants
801 Industrial Street, Suite 1
Wilmington, DE 19801

GENERAL CONTRACT CONDITIONS

Job Number:

3113.01.51

RATES

Personnel: Unless otherwise specified, labor charges are computed based on the labor rate schedule attached as Table 1. Annual increases will not exceed an average of ten percent (10%).

External Equipment, Contractors and Supplies: Charges for subcontractors (consultants, laboratories, contractors, etc.), subcontracted equipment and supplies required to complete a project are itemized in the Agreement. A twenty percent (20%) fee is added to all subcontracts and direct expenses.

PAYMENT TERMS

A minimum of a 25% down payment will be required on all contracts. On long-term projects (over 30 days) invoices will be issued monthly as costs are incurred or, in the case of short-term projects, upon completion of the project. Invoices are payable upon receipt. If questions concerning an invoice arise, they must be received in writing within 15 days or we will assume prompt payment will be made. A service charge of one and one-half (1-1/2%) percent per month will be added to any amounts not paid within thirty (30) days. Any fees incurred for the collection of delinquent accounts will be paid by the Client. Invoices normally include a brief summary of the work completed in accordance with the Agreement. Time spent on additional detailing of invoices is considered direct effort on the project and will be invoiced at the appropriate hourly rate.

RIGHT OF ENTRY/ SITE ACCESS

Unless otherwise agreed, the Client will obtain and provide to BrightFields, Inc., right of entry to the site. In the event that access to certain areas of the site is not possible during BrightFields, Inc.'s on-site investigations, BrightFields, Inc. will make a reasonable attempt to return to the site to perform a re-inspection of the areas in question. Such re-inspection will be invoiced at the appropriate hourly rate. Any areas of the site that could not be accessed or other unresolved issues will be identified to the Client.

SITE RESTORATION

BrightFields, Inc. will exercise due care to minimize damage to the site from equipment or activities required to complete its work. However, unless specifically stated within the Agreement, BrightFields, Inc. will not be held responsible for any work required to restore the site to its former condition. Any costs incurred by BrightFields, Inc. for any site restoration activities, if not specifically addressed within the Agreement, will be invoiced to the Client.

LOCATION OF UNSEEN UTILITIES/STRUCTURES

The Client is responsible for providing BrightFields, Inc. with any site plans, drawings or other documents or information which might help in the identification of hidden or underground utilities or other structures (including, but not limited to, underground storage tanks). BrightFields, Inc. typically utilizes the services of "Miss Utility" to assist in the location of hidden underground utilities. The Client is also responsible for PHYSICALLY MARKING and informing BrightFields, Inc. of the location of any underground utility in the area that digging may occur. The Client agrees to indemnify and hold BrightFields, Inc. harmless for damage or injury that may result from its investigations or activities on the site which encounter hidden or unmarked utilities or structures. The Client agrees to be financially responsible for the repair of unmarked underground utilities that were inadvertently damaged by BrightFields, Inc., or their subcontractors.

REGULATORY COMPLIANCE

In the performance of its work BrightFields, Inc. will comply with all applicable Federal, State, and Local laws and regulations. In the event that a situation arises which requires notification, by the site owner/operator of a specific environmental condition on the site, BrightFields, Inc. will discuss this requirement with the Client. The Client will be responsible for either: a) discussing the requirement with the owner/operator, or: b) if the Client is the owner/operator, undertaking the necessary steps to notify the appropriate Federal, State or Local agencies. In the event that a condition on the property presents an imminent threat to the environment, to the health and well being of local citizens, or the site employees, and the Client or owner/operator refuses to notify the appropriate State or Federal agencies, BrightFields, Inc., unless specifically stated in the Agreement, reserves the right to make such notification.

SAMPLING/ANALYSIS

Any samples collected for completion of this investigation will be discarded in accordance with the policies of the subcontracted laboratory unless BrightFields, Inc. is advised, in writing, to otherwise handle the samples prior to submission of the samples to the laboratory, or if alternate arrangements have been described in the Agreement. The validity of sampling results can be affected by the storage procedures and the length of time the sample is stored. BrightFields, Inc. does not assume any responsibility for analytical results reported on any samples if the samples have been improperly stored or their storage times have exceeded those prescribed by State and Federal regulations, guidelines or other regulatory or non-regulatory analytical techniques as a result of the Client's actions or inactions and BrightFields, Inc. has notified the Client about the improper or excessive time of storage of the samples. Upon request, we will ship or deliver the samples collected from our investigation to the Client at cost or store them for the Client for an agreed period of time and storage fee.

WARRANTY AND LIMITATIONS

BrightFields, Inc. is a corporation providing environmental audits, environmental management services, site remediation and related environmental work. These services are provided by Environmental Professionals trained in environmental and related scientific fields. BrightFields, Inc. warrants that the services it provides are performed in a manner consistent with that level of care and skill ordinarily exercised by Environmental Professionals currently practicing under similar conditions. No other warranty either expressed or implied is intended.

The recommendations and findings of BrightFields, Inc. are based on our interpretation of the background reports, discussions and data reviewed during our investigations as well as the specific conditions found on the site as a result of BrightFields, Inc.'s on-site investigation activities. The findings and recommendations of our reports, studies or investigations are limited to the specific investigative activities which are undertaken on the site as well as the background reports and surveys we review.

While every attempt is made to provide as thorough a review as possible, it is not practical to provide a 100% survey of the surface and subsurface areas of any site. As such, the findings and recommendations provided by BrightFields, Inc. are, by necessity, based on the information reviewed, the specific locations reviewed and the conditions of the parcel and/or facility at the time of the on-site investigation. BrightFields, Inc. does not warrant its findings or conclusions beyond this information and investigation.

LIABILITY AND INSURANCE INFORMATION

The liability of BrightFields, Inc. to its Client in connection with the work performed under the Agreement shall not exceed the limits set by the current corporate insurance program.

Any proposed claims made against BrightFields, Inc. for the work performed under the agreement shall be limited to the limit of BrightFields, Inc.'s Insurance, or one hundred thousand dollars (\$100,000), whichever amount is lesser.

CONFIDENTIALITY

Information and reports developed under this Agreement shall be considered proprietary in accordance with the following terms and conditions:

All written and oral communications pertaining to this Agreement shall be presumed to be Proprietary Information unless otherwise indicated.

Each party shall handle Proprietary Information as confidential to this Agreement. Disclosure of Proprietary Information shall be restricted to those BrightFields, Inc. employees who need access to the Proprietary Information to ensure proper performance of the environmental services to be performed by BrightFields, Inc. on the site.

Neither party shall be liable for the disclosure or use of Proprietary Information which: 1) was known by the receiving party at the time of the disclosure due to circumstances or events unrelated to this Agreement; 2) is generally available to the public without breach of this Agreement; and 3) is required to be released by law or court order.

Deliverables, findings, analyses and reports developed under this Agreement shall be the property of the Client. BrightFields, Inc. shall not disclose the deliverables, analyses, and/or reports relating to its services to a third party without the prior written authorization of the Client. The Client shall be solely responsible for any disclosure of the deliverables, findings, analyses, and/or reports which may be required by law and agrees to indemnify and hold BrightFields, Inc. harmless for any loss resulting from the Client's failure to make such disclosure. At the Client's request and expense, BrightFields will assist the Client in making such disclosures as may be required by law.

If requested, each party shall return all copies of all Proprietary Information relating to this Agreement upon termination of this Agreement; provided, however, that BrightFields, Inc. may retain one copy of all final reports and related materials for its files. The files shall be retained in strict accordance with the non-disclosure provisions set forth in this section.

DELIVERY OF COMPLETED REPORTS TO THIRD PARTIES

The results, findings, recommendations or other Deliverables developed under this Contract may not be distributed to, or relied upon, by any third party without the prior written consent of BrightFields, Inc. unless such third party has been clearly identified in the Proposal.

TERMINATION

Either BrightFields, Inc. or the Client may terminate this Agreement for cause. "Cause" includes: 1) a failure of the Client to provide right of entry or access to the subject site in a timely fashion; 2) unwillingness on the part of the Client to comply with Federal, State or Local laws or regulations; or 3) a failure by BrightFields, Inc. to perform its work in accordance with the outline of work identified in the Agreement or subsequent written revisions to the Agreement. Additionally, the Client may at any time direct BrightFields, Inc. in writing not to perform certain work, or any further work. If a stop work order of this type is issued, BrightFields, Inc. will immediately cease work activities as requested. BrightFields, Inc. will not be entitled to payment for any services performed after the stop work order has been issued. In the event of the issuance of a stop work order the Client agrees to assume all liability for activities (including reporting to local, state or federal agencies, laboratory analysis and any other work or activity), not completed by BrightFields, Inc. or its subcontractors as a result of the issuance of the stop work order.

UNANTICIPATED CHANGES IN WORK SCOPE

Occasionally unanticipated changes in work scope occur. Should project scope expand substantially due to unforeseen circumstances, a change order may be issued to reflect corrected project costs at the applicable rate. Should the client decline the change order, a bill will be issued for expended time and materials and the original contract will be suspended until a mutually acceptable resolution can be found.

Should project scope be substantially reduced due to unforeseen circumstances, a change order will be issued to reflect corrected project costs at the applicable rate. Should the client decline the change order, the original contract remains in effect and is payable in full.

**TABLE 1
BILLING RATES**

<u>CLASSIFICATION</u>	<u>BILLING RATE</u>
Technician I.....	\$39.00
Technician II	\$49.00
Technician III	\$69.00
Technician IV	\$87.00
Environmental Analyst I	\$69.00
Environmental Analyst II	\$87.00
Environmental Analyst III/Project Manager I	\$107.00
Environmental Analyst IV/Project Manager II	\$123.00
GIS Analyst I.....	\$69.00
GIS Analyst II	\$87.00
GIS Analyst III/Project Manager I	\$107.00
GIS Analyst IV/Project Manager II.....	\$123.00
Program Manager	\$133.00
Engineering Manager	\$148.00
Senior Program Manager.....	\$148.00
Technical Director	\$148.00
Principal	\$185.00
Junior Administrative Assistant	\$40.00
Technical Word Processor.....	\$51.00
Administrative Assistant	\$51.00
Senior Administrative Assistant	\$63.00
Accounting Assistant.....	\$63.00
Financial Manager	\$107.00
Operations Manager	\$107.00
Chief Financial Officer.....	\$185.00

Rates are shown as fully burdened amounts including all applicable taxes, markups, profit, and overhead factors. These rates do not apply to expert witness services.

N.B.C
8/27/15



ELECTRONIC PROPOSAL

GMB
GEORGE MILES & BUNN, LLC
1000 W. 10TH STREET
SEAFORD, DE 19973
TEL: 302.628.8350
FAX: 302.628.8350

DATE: August 14, 2015
TO: City of Seaford
414 High Street
Seaford, DE 19973
ATTN: Dolores J. Slatcher

GMB NO: 140189.B
RE: Stein Highway Sidewalk-
Permits / Bidding Phase
Seaford, Delaware

PROJECT DESCRIPTION: Installation of ADA-compliant concrete sidewalk from Market Street to Family Dollar along the south side of Stein Highway across from the Middle School, next to Odd Fellows Cemetery.

- SCOPE OF WORK:
1. Assist City with acquisition of permits and approvals as follows:
 - a. Prepare Standard Plan Application w/ Exhibits and submit to Sussex Conservation District (SCD) for review and approval. Respond to agency review comments.
 - b. Prepare DelDOT Traffic Control Plan and Pedestrian Detour Plan for submittal to DelDOT (by City) for review and approval. Respond to agency review comments.
 2. Assist City during bidding phase

FEE ESTIMATE: Estimated Fee -\$3,100 broken down as follows:

- SCD Permit \$ 750
- DelDOT Permit 1,350
- Bidding Assistance 1,000

\$3,100

ACCEPTED FOR THE OWNER:

BY: _____
Signature Printed Name
DATE: _____ TITLE: _____
TELEPHONE NO: _____ EMAIL: _____

If acceptable, please print this form, sign, FAX to 302.628.8350 and mail the original. Thank you

CONTRACT TERMS:

GMB will bill the City of Seaford in accordance with the GMB Hourly Rate Schedule and General Conditions effective July 1, 2014.

SUBMITTED BY:

Judy A. Schwartz, P.E.

ACCEPTED FOR THE OWNER:

BY:

Signature

Printed Name

DATE:

TITLE:

TELEPHONE NO:

EMAIL:

If acceptable, please print this form, sign, FAX to 302.628.8350 and mail the original. Thank you



N.B. 7
8/20/15

ELECTRONIC PROPOSAL

.....
ARCHITECTS
ENGINEERS

400 HIGH STREET
SEAFORD, DE 19973
PH: 302.628.8350
FAX: 302.628.8350

www.gmbna.com
.....

DATE: August 14, 2015
TO: City of Seaford
414 High Street
Seaford, DE 19973
ATTN: Dolores J. Slatcher

GMB NO:
RE: Hooper's Landing Parking
Lane
Seaford, Delaware

PROJECT DESCRIPTION: Installation of parking lane and sidewalk in front of Nanticoke Senior Center at Hooper's Landing on Locust Street

- SCOPE OF WORK:
1. Topographic and field survey of existing grades and preparation of a base drawing showing existing roadway, curbing, bike path, driveways, trees, signs, poles, and other pertinent items.
 2. Design of new parking lane and sidewalk including ramps at driveways, sidewalk connection to front of building, and grade tie-ins along the back of sidewalk. Accommodate drainage by directing to a small raingarden that will overflow to existing an catch basin.
 3. Preparation of a plan, cross section and details to be issued for insertion in paving bid package issued by the City of Seaford.
 4. Assist City with acquisition of permits and approvals as follows:
 - a. Prepare Standard Plan Application w/ Exhibits and submit to Sussex Conservation District (SCD) for review and approval. Respond to agency review comments.

ACCEPTED FOR THE OWNER:

BY: _____
Signature Printed Name
DATE: _____ TITLE: _____
TELEPHONE NO: _____ EMAIL: _____

If acceptable, please print this form, sign, FAX to 302.628.8350 and mail the original. Thank you

5. Assist City during bidding phase

FEE ESTIMATE:

Estimated Fee -\$7,150 broken down as follows:

- Survey and Base Map (Item 1) - \$1,550
- Design and Construction Plan (Items 2-3) - \$3,850
- SCD Permit (Item 4) - \$ 750
- Bidding Assistance (Item 5) - \$1,000

CONTRACT TERMS:

GMB will bill the City of Seaford in accordance with the GMB Hourly Rate Schedule and General Conditions effective July 1, 2014.

SUBMITTED BY:

Judy A. Schwartz, P.E.

ACCEPTED FOR THE OWNER.

BY:

Signature _____

Printed Name _____

DATE: _____

TITLE: _____

TELEPHONE NO: _____

EMAIL: _____

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