

REVISED 2-03-16

**AGENDA
REGULAR MEETING OF THE MAYOR AND COUNCIL
February 9, 2016
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.
- Approval of Electric Committee and Mayor and Council joint workshop held January 25, 2016.
- Approval of minutes of the Regular Council meeting of January 26, 2016.

Oath of Office administered to new Patrol Officer Kyle Jones.

CORRESPONDENCE:

1.

PUBLIC COMMENT PERIOD:

NEW BUSINESS:

1. Present the request and the committee report for on-street parking spaces marked for special parking at Saint Luke's Episcopal Church on Front Street.
2. Present engineering contract with Downes Associates for the design work for the Pine Street Substation, Various Distribution Circuit upgrades, Distribution Circuit extensions, Demolition of Central Substation, potentially a second tie point to the 69KV Transmission Line, and electrical system improvements.
3. Present the Electric Committee recommendations for new rates for all classes of customers, purchased power cost adjustment clause, setting new purchased power cost adjustment clause, increase the customer service charge and minimum bill charge except for large general services, and remove the summer/winter rate differential in all classes.
4. Present for approval the amended Schedule of Rates and Fees effective February 1, 2016 as presented.

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NEW BUSINESS (CONTINUED):

5. Present for approval the sale of lands owned by the City of Seaford TMP#4-31-05.00 206.00 situated on the east side of Front Street just north of the parking lot of 105B Front Street and to pay the realtor a commission.
6. Present Mayor Genshaw's recommendation for the 2016 Municipal Board of Elections and the Standing Election Board.
7. Bill Bennett, Supt of Electric and Berley Mears, Director of Public Works to present the National Joint Powers Alliance program cost savings report.
8. Trisha Newcomer, Economic Development Manager to discuss CVP (Conceptual Vision Plan) for downtown and request approval to participate with Downtown DE in the initiative.
9. Trisha Newcomer, Economic Development Manager to present the Downtown Development District grant awards by the Delaware State Housing Authority for projects in Seaford.
10. Request to set real estate property tax appeal for Tuesday, March 8, 2016 between the hours of 7 p.m. and 8 p.m.

OLD BUSINESS:

1. Discuss the information from Trust of Dorothy Andronen Fleetwood Miller regarding the offer of sale of lands to the City of Seaford and the appraisal as prepared by Carmean Appraisal Group for Council to determine their decision. This was the tabled item from 1-12-16 meeting.

REMINDER OF MEETINGS & SETTING NEW MEETINGS:

1. DEL DOT public workshop for the bridge work both north and south bound Sussex Highway north of Popeye's from 4 p.m. until 7 p.m., February 11th in Council Chambers.
2. Economic Development meeting with State, County, and City on February 11th at 9 a.m. in Council Chambers.

CITY OF SEAFORD

Municipal Election - April 16, 2016

The City of Seaford Municipal Election will be held on Saturday, April 16, 2016 in the City Council Chambers, City Hall, 414 High

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CITY OF SEAFORD

Municipal Election - April 16, 2016

The City of Seaford Municipal Election will be held on Saturday, April 16, 2016 in the City Council Chambers, City Hall, 414 High Street, between the hours of 7:00 a.m. E.S.T. and 3:00 p.m. E.S.

One (1) Mayor will be elected for a (2) year term

One (1) Council Member will be elected for a (3) year term

All candidates must have filed by 5:00 p.m., E.S.T., February 26, 2016. Any candidate who withdraws his/her name must do so in writing. Any candidate who withdraws his/her name after 5:00 p.m., E.S.T., February 26, 2016 will still appear on the official ballot for election.

Anyone eighteen (18) years of age or older who is a bona fide resident to be eligible to vote, **must have been registered at the Seaford City Hall by 5:00 p.m., E.S.T., March 25, 2016.** A nonresident property owner to be eligible to vote must be owner of record for a period of six (6) months immediately preceding the date of the Annual Municipal Election (October 16, 2015) and shall have one vote **provided he or she is registered on the "Books of Registered Voters maintained at the City Hall. Registration hours are Monday through Friday, 8 a.m. until 5 p.m. or by appointment if you cannot register during these normal business hours.**

The City of Seaford has independent registration procedures for the Annual Municipal Election. To vote, you must meet the eligibility requirements and be registered on the "Books of Registered Voters" maintained at City Hall.

A person shall be required to register only one time. You are urged to check your registration if you did not vote in the last municipal election. If you have moved out of the City after your

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original registration, you will need to check your registry to assure you are an eligible voter.

All voters will need to show proof of residency which may be a State of Delaware driver's license, a State of Delaware identification card, a federal or state tax return with address, a City of Seaford utility bill or real estate property tax bill, or other acceptable proof of residency or ownership.

Note: To date Mayor Genshaw has filed for re-election and Councilwoman Phillips-Lowe has filed for re-election. No other candidates have filed as of Tuesday, February 2, 2016 at 9:30 a.m.

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 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))

N.B.1
2/9/16

MEMORANDUM

TO: Dolores Slatcher, City Manager

CC: Lt. Pete Bohn
Berley Mears, Public Works Director

FR: Charles Anderson, Assistant City Manager

RE: Saint Luke's Church – HC Parking and Loading Request

DT: 2/2/16

As you requested, Lt. Bohn, Berley Mears and I reviewed the request from the Senior Warden of Saint Luke's Episcopal Church, Mr. Richard Boyd. The request was for additional "on street" handicapped parking spaces and a loading and unloading zone on Front Street and North Street to accommodate patrons entering the church and the parish hall. During our site visit we also discussed the request with Mr. Boyd; who was in attendance.

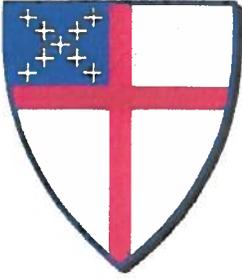
After our review of both locations and discussion, we would like to recommend the installation of two HC parking spaces and a loading/unloading zone on Front Street. The loading zone would be 35' long centered on the main entrance door to the church. The HC parking spaces would be 20' in length located on either side (one north and one south) of the loading zone. Our recommendation is based on the following:

1. The property does not have a convenient parking lot that permits alternative access to the Church.
2. The new loading/unloading zone and HC spaces will be marked with new (compliant) signage and curb painting.
3. The existing 2 hour parking restriction on Front Street from King to Poplar Streets would be resigned (at the beginning and end of the zone) and maintained in effect.
4. The new loading/unloading zone and HC parking spaces would be signed to limit the use to Sundays from 8:00 a.m. until 12:00 noon and on Wednesdays from 6:00 p.m. until 9:00 p.m. This signage would permit the use of the parking by the general public at other times.
5. The committee would also like to point out that HC ramp access is via curb ramps at the intersections of Front and King and Front and Poplars Street's.

The curbing in front of the church and the main entrance to the church are not compliant access points.

The committee would also like to recommend the installation of 2 HC parking spaces (with appropriate signage and curb painting) on North Street to be located to the south side of the existing curb ramp in the sidewalk adjacent to the door on North Street. In discussing this location with Mr. Boyd he stated that the church did not desire the loading and unloading zone in this location as stated in his letter of request. The recommendation to install the HC spaces to the south was due to the presence of obstructions (guywires and utility poles to the north of this location that would make parking and access to the sidewalk less than desirable to persons with limited mobility.

If you have any questions, contact me.



SAINT LUKE'S EPISCOPAL CHURCH

"To Know Christ and make Him known"

Front St., Seaford, DE
The Rev. Marianne S. Ell, Pastor

City of Seaford
414 High Street
Seaford, DE 19973

Attn: Delores J. Slatcher
City Manager

RE: Handicapped Parking Spaces

Dear Ms. Slatcher:

St. Luke's Episcopal Church on Front Street would like to have handicapped parking spaces marked at our main entrances. This letter is to inquire what the procedures are to have this done on city streets.

We have two of our members who regularly use handicapped parking. We would like to have two spaces marked for handicapped parking on Front Street, and two spaces marked on North Street. We were thinking of having a drop-off zone in front of our main church entrance on Front Street, and then a handicapped space marked just south of the drop-off zone and another marked just north of the drop-off zone.

We have an entrance on North Street to our parish hall that our handicapped members use. We would like to have a drop-off zone in front of that door, then a handicapped space just north of the drop-off zone and another marked just south of the drop-off zone.

Please let us know if we can provide any additional information regarding this request. You can reach me at 519-4877, or our Parish Administrator, Lisa Lee, at 629-7979.

Sincerely,

Richard R. Boyd
Senior Warden
St. Luke's Episcopal Church

cc: Lisa Lee
Parish Administrator

Mailing Address: 202 North St, Seaford, DE 19973; Phone: 302-629-7979; Fax: 302-629-7979
stlukesepris@comcast.net; Website: www.stlukesseaford.org

Agenda
2/9/16
N.B.1

Committee assigned
1/21/16

Rev'd 1/21/16
LCP
LM

N.B?
2/9/16

City of Seaford, Delaware



Pine Street Electrical Substation Expansion and Reconstruction

Proposal for Engineering Design Services

February 1, 2016

(Project No. 12.1067)

Prepared by



This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

**AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES**

Prepared by



Issued and Published Jointly by



This Agreement has been prepared for use with EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition. Their provisions are interrelated, and a change in one may necessitate a change in the other. For guidance on the completion and use of this Agreement, see EJCDC® E-001, Commentary on the EJCDC Engineering Services Agreements, 2013 Edition.

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**AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of February 1, 2016 ("Effective Date") between City of Seaford, Delaware ("Owner") and Downes Associates, Inc. ("Engineer").

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows: Develop design, specifications, and drawings suitable to provide Owner with documents and request for proposal from qualified contractor and vendors. The documents discuss the equipment and Work necessary to upgrade 12.47 KV distribution circuitry and modify/add to Pine Street Substation. This Work is to provide Owner with long-term operation and reliability tools for its electric utility service ("Project").

Other terms used in this Agreement are defined in Article 7.

Engineer's services under this Agreement are generally identified as follows: Develop conceptual, preliminary, and final designs for the Project described above.

Owner and Engineer further agree as follows:

ARTICLE 1 – SERVICES OF ENGINEER

1.01 *Scope*

- A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A.

ARTICLE 2 – OWNER'S RESPONSIBILITIES

2.01 *General*

- A. Owner shall have the responsibilities set forth herein and in Exhibit B.
- B. Owner shall pay Engineer as set forth in Article 4 and Exhibit C.
- C. Owner shall be responsible for all requirements and instructions that it furnishes to Engineer pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement. Engineer may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items.
- D. Owner shall give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of:
1. any development that affects the scope or time of performance of Engineer's services;
 2. the presence at the Site of any Constituent of Concern; or

3. any relevant, material defect or nonconformance in: (a) Engineer's services, (b) the Work, (c) the performance of any Constructor, or (d) Owner's performance of its responsibilities under this Agreement.

ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES

3.01 *Commencement*

- A. Engineer is authorized to begin rendering services as of the Effective Date.

3.02 *Time for Completion*

- A. Engineer shall complete its obligations within a reasonable time. Specific periods of time for rendering services, or specific dates by which services are to be completed, are provided in Exhibit A, and are hereby agreed to be reasonable.
- B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- C. If Owner authorizes changes in the scope, extent, or character of the Project or Engineer's services, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- D. Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Engineer's performance of its services.
- E. If Engineer fails, through its own fault, to complete the performance required in this Agreement within the time set forth, as duly adjusted, then Owner shall be entitled, as its sole remedy, to the recovery of direct damages, if any, resulting from such failure.

ARTICLE 4 – INVOICES AND PAYMENTS

4.01 *Invoices*

- A. *Preparation and Submittal of Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and the terms of Exhibit C. Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.

4.02 *Payments*

- A. *Application to Interest and Principal:* Payment will be credited first to any interest owed to Engineer and then to principal.
- B. *Failure to Pay:* If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, then:
 1. amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and

2. Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Owner has paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.
- C. *Disputed Invoices:* If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion subject to the terms of Paragraph 4.01.
 - D. *Sales or Use Taxes:* If after the Effective Date any governmental entity takes a legislative action that imposes additional sales or use taxes on Engineer's services or compensation under this Agreement, then Engineer may invoice such additional sales or use taxes for reimbursement by Owner. Owner shall reimburse Engineer for the cost of such invoiced additional sales or use taxes; such reimbursement shall be in addition to the compensation to which Engineer is entitled under the terms of Exhibit C.

ARTICLE 5 – OPINIONS OF COST

5.01 *Opinions of Probable Construction Cost*

- A. Engineer's opinions (if any) of probable Construction Cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner requires greater assurance as to probable Construction Cost, then Owner agrees to obtain an independent cost estimate.

5.02 *Designing to Construction Cost Limit*

- A. If a Construction Cost limit is established between Owner and Engineer, such Construction Cost limit and a statement of Engineer's rights and responsibilities with respect thereto will be specifically set forth in Exhibit F to this Agreement.

5.03 *Opinions of Total Project Costs*

- A. The services, if any, of Engineer with respect to Total Project Costs shall be limited to assisting the Owner in tabulating the various categories that comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs.

ARTICLE 6 – GENERAL CONSIDERATIONS

6.01 *Standards of Performance*

- A. *Standard of Care:* The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under

this Agreement or otherwise, in connection with any services performed or furnished by Engineer.

- B. *Technical Accuracy:* Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.
- C. *Consultants:* Engineer may retain such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.
- D. *Reliance on Others:* Subject to the standard of care set forth in Paragraph 6.01.A, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- E. *Compliance with Laws and Regulations, and Policies and Procedures:*
 - 1. Engineer and Owner shall comply with applicable Laws and Regulations.
 - 2. Engineer shall comply with any and all policies, procedures, and instructions of Owner that are applicable to Engineer's performance of services under this Agreement and that Owner provides to Engineer in writing, subject to the standard of care set forth in Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.
 - 3. This Agreement is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date. The following may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation:
 - a. changes after the Effective Date to Laws and Regulations;
 - b. the receipt by Engineer after the Effective Date of Owner-provided written policies and procedures;
 - c. changes after the Effective Date to Owner-provided written policies or procedures.
- F. Engineer shall not be required to sign any document, no matter by whom requested, that would result in the Engineer having to certify, guarantee, or warrant the existence of conditions whose existence the Engineer cannot ascertain. Owner agrees not to make resolution of any dispute with the Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing any such document.
- G. The general conditions for any construction contract documents prepared hereunder are to be EJCDC® C-700 "Standard General Conditions of the Construction Contract" (2013 Edition), prepared by the Engineers Joint Contract Documents Committee, unless expressly indicated otherwise in Exhibit J or elsewhere in this Agreement.

- H. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a Constructor to comply with Laws and Regulations applicable to that Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.
- I. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's, failure to furnish and perform the Work in accordance with the Construction Contract Documents.
- J. Engineer shall not be responsible for any decision made regarding the Construction Contract Documents, or any application, interpretation, clarification, or modification of the Construction Contract Documents, other than those made by Engineer or its Consultants.
- K. Engineer is not required to provide and does not have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.
- L. Engineer's services do not include providing legal advice or representation.
- M. Engineer's services do not include (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission, or (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances.
- N. While at the Site, Engineer, its Consultants, and their employees and representatives shall comply with the applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.

6.02 *Design Without Construction Phase Services*

- A. Engineer shall be responsible only for those Construction Phase services expressly required of Engineer in Exhibit A, Paragraph A1.05. With the exception of such expressly required services, Engineer shall have no design, Shop Drawing review, or other obligations during construction, and Owner assumes all responsibility for the application and interpretation of the Construction Contract Documents, review and response to Contractor claims, Construction Contract administration, processing of Change Orders and submittals, revisions to the Construction Contract Documents during construction, construction observation and review, review of Contractor's payment applications, and all other necessary Construction Phase administrative, engineering, and professional services. Owner waives all claims against the Engineer that may be connected in any way to Construction Phase administrative, engineering, or professional services except for those services that are expressly required of Engineer in Exhibit A.

6.03 *Use of Documents*

- A. All Documents are instruments of service, and Engineer shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Engineer) whether or not the Project is completed.
- B. If Engineer is required to prepare or furnish Drawings or Specifications under this Agreement, Engineer shall deliver to Owner at least one original printed record version of such Drawings and Specifications, signed and sealed according to applicable Laws and Regulations.
- C. Owner may make and retain copies of Documents for information and reference in connection with the use of the Documents on the Project. Engineer grants Owner a limited license to use the Documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all services relating to preparation of the Documents, and subject to the following limitations: (1) Owner acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and Consultants; (3) Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the Documents without written verification, completion, or adaptation by Engineer; and (4) such limited license to Owner shall not create any rights in third parties.
- D. If Engineer at Owner's request verifies the suitability of the Documents, completes them, or adapts them for extensions of the Project or for any other purpose, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer.

6.04 *Electronic Transmittals*

- A. Owner and Engineer may transmit, and shall accept, Project-related correspondence, Documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.
- B. If this Agreement does not establish protocols for electronic or digital transmittals, then Owner and Engineer shall jointly develop such protocols.
- C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

6.05 *Insurance*

- A. Engineer shall procure and maintain insurance as set forth in Exhibit G. Engineer shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer.
- B. Owner shall procure and maintain insurance as set forth in Exhibit G. Owner shall cause Engineer and its Consultants to be listed as additional insureds on any general liability policies carried by Owner, which are applicable to the Project.
- C. Owner shall require Contractor to purchase and maintain policies of insurance covering workers' compensation, general liability, motor vehicle damage and injuries, and other insurance necessary to protect Owner's and Engineer's interests in the Project. Owner shall require Contractor to cause Engineer and its Consultants to be listed as additional insureds with respect to such liability insurance purchased and maintained by Contractor for the Project.
- D. Owner and Engineer shall each deliver to the other certificates of insurance evidencing the coverages indicated in Exhibit G. Such certificates shall be furnished prior to commencement of Engineer's services and at renewals thereafter during the life of the Agreement.
- E. All policies of property insurance relating to the Project, including but not limited to any builder's risk policy, shall allow for waiver of subrogation rights and contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insured thereunder or against Engineer or its Consultants. Owner and Engineer waive all rights against each other, Contractor, the Consultants, and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by any builder's risk policy and any other property insurance relating to the Project. Owner and Engineer shall take appropriate measures in other Project-related contracts to secure waivers of rights consistent with those set forth in this paragraph.
- F. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement, and that renewal will not be refused, until at least 10 days prior written notice has been given to the primary insured. Upon receipt of such notice, the receiving party shall promptly forward a copy of the notice to the other party to this Agreement.
- G. At any time, Owner may request that Engineer or its Consultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested by Owner, and if commercially available, Engineer shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner, and Exhibit G will be supplemented to incorporate these requirements.

6.06 *Suspension and Termination*

- A. *Suspension:*

1. *By Owner:* Owner may suspend the Project for up to 90 days upon seven days written notice to Engineer.
 2. *By Engineer:* Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement if Owner has failed to pay Engineer for invoiced services and expenses, as set forth in Paragraph 4.02.B, or in response to the presence of Constituents of Concern at the Site, as set forth in Paragraph 6.10.D.
- B. *Termination:* The obligation to provide further services under this Agreement may be terminated:
1. For cause,
 - a. by either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
 - b. by Engineer:
 - 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
 - 2) upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 6.10.D.
 - 3) Engineer shall have no liability to Owner on account of such termination.
 - c. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 6.06.B.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.
 2. For convenience, by Owner effective upon Engineer's receipt of notice from Owner.
- C. *Effective Date of Termination:* The terminating party under Paragraph 6.06.B may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.
- D. *Payments Upon Termination:*

1. In the event of any termination under Paragraph 6.06, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all Reimbursable Expenses incurred through the effective date of termination. Upon making such payment, Owner shall have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 6.03.
2. In the event of termination by Owner for convenience or by Engineer for cause, Engineer shall be entitled, in addition to invoicing for those items identified in Paragraph 6.06.D.1, to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's Consultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit C.

6.07 *Controlling Law*

- A. This Agreement is to be governed by the Laws and Regulations of the state in which the Project is located.

6.08 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 6.08.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise in this Agreement:
 1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them.
 2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.
 3. Owner agrees that the substance of the provisions of this Paragraph 6.08.C shall appear in the Construction Contract Documents.

6.09 *Dispute Resolution*

- A. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking the procedures of Exhibit H or other provisions of this Agreement, or exercising their rights at law.
- B. If the parties fail to resolve a dispute through negotiation under Paragraph 6.09.A, then either or both may invoke the procedures of Exhibit H. If Exhibit H is not included, or if no dispute resolution method is specified in Exhibit H, then the parties may exercise their rights at law.

6.10 *Environmental Condition of Site*

- A. Owner represents to Engineer that as of the Effective Date to the best of Owner's knowledge no Constituents of Concern, other than those disclosed in writing to Engineer, exist at or adjacent to the Site.
- B. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (1) Owner and (2) appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.
- C. It is acknowledged by both parties that Engineer's scope of services does not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an undisclosed Constituent of Concern, then Owner shall promptly determine whether to retain a qualified expert to evaluate such condition or take any necessary corrective action.
- D. If investigative or remedial action, or other professional services, are necessary with respect to undisclosed Constituents of Concern, or if investigative or remedial action beyond that reasonably contemplated is needed to address a disclosed or known Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until such portion of the Project is no longer affected.
- E. If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Engineer's services under this Agreement, then the Engineer shall have the option of (1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (2) terminating this Agreement for cause on seven days notice.
- F. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and shall not be required to become an "owner," "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

6.11 *Indemnification and Mutual Waiver*

- A. *Indemnification by Engineer:* To the fullest extent permitted by Laws and Regulations, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors,

members, partners, agents, consultants, and employees, from losses, damages, and judgments (including reasonable consultants' and attorneys' fees and expenses) arising from third-party claims or actions relating to the Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants. **This indemnification provision is subject to and limited by the provisions, if any, agreed to by Owner and Engineer in Exhibit I, "Limitations of Liability."**

- B. *Indemnification by Owner:* Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants as required by Laws and Regulations and to the extent (if any) required in Exhibit I, "Limitations of Liability."
- C. *Environmental Indemnification:* To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, costs, losses, damages, actions, and judgments (including reasonable consultants' and attorneys fees and expenses) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under the Site, provided that (1) any such claim, cost, loss, damages, action, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (2) nothing in this paragraph shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.
- D. *No Defense Obligation:* The indemnification commitments in this Agreement do not include a defense obligation by the indemnitor unless such obligation is expressly stated.
- E. *Percentage Share of Negligence:* To the fullest extent permitted by Laws and Regulations, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.
- F. *Mutual Waiver:* To the fullest extent permitted by Laws and Regulations, Owner and Engineer waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes.

6.12 *Records Retention*

- A. Engineer shall maintain on file in legible form, for a period of five years following completion or termination of its services, all Documents, records (including cost records), and design calculations related to Engineer's services or pertinent to Engineer's performance under this Agreement. Upon Owner's request, Engineer shall provide a copy of any such item to Owner at cost.

6.13 *Miscellaneous Provisions*

- A. *Notices:* Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.
- B. *Survival:* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- C. *Severability:* Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- D. *Waiver:* A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
- E. *Accrual of Claims:* To the fullest extent permitted by Laws and Regulations, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion.

ARTICLE 7 – DEFINITIONS

7.01 *Defined Terms*

- A. Wherever used in this Agreement (including the Exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits, or in the following definitions:
 - 1. *Addenda*—Written or graphic instruments issued prior to the opening of bids which clarify, correct, or change the bidding requirements or the proposed Construction Contract Documents.
 - 2. *Additional Services*—The services to be performed for or furnished to Owner by Engineer in accordance with Part 2 of Exhibit A of this Agreement.
 - 3. *Agreement*—This written contract for professional services between Owner and Engineer, including all exhibits identified in Paragraph 8.01 and any duly executed amendments.
 - 4. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Construction Contract.
 - 5. *Basic Services*—The services to be performed for or furnished to Owner by Engineer in accordance with Part 1 of Exhibit A of this Agreement.

6. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Construction Contract Price or the Construction Contract Times, or other revision to the Construction Contract, issued on or after the effective date of the Construction Contract.
7. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth in the Construction Contract, seeking an adjustment in Construction Contract Price or Construction Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Construction Contract Documents or the acceptability of Work under the Construction Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Construction Contract.
8. *Constituent of Concern*—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. (“CERCLA”); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5501 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. (“RCRA”); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
9. *Construction Contract*—The entire and integrated written contract between the Owner and Contractor concerning the Work.
10. *Construction Contract Documents*—Those items designated as “Contract Documents” in the Construction Contract, and which together comprise the Construction Contract.
11. *Construction Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Construction Contract Documents.
12. *Construction Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve milestones, if any, in the Construction Contract; (b) achieve Substantial Completion; and (c) complete the Work.
13. *Construction Cost*—The cost to Owner of the construction of those portions of the entire Project designed or specified by or for Engineer under this Agreement, including construction labor, services, materials, equipment, insurance, and bonding costs, and allowances for contingencies. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damages to property; Owner’s costs for legal, accounting, insurance counseling, or auditing services; interest or financing charges incurred in connection with the Project; or the cost of other services to be provided by others to Owner. Construction Cost is one of the items comprising Total Project Costs.

14. *Constructor*—Any person or entity (not including the Engineer, its employees, agents, representatives, and Consultants), performing or supporting construction activities relating to the Project, including but not limited to Contractors, Subcontractors, Suppliers, Owner's work forces, utility companies, other contractors, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
15. *Consultants*—Individuals or entities having a contract with Engineer to furnish services with respect to this Project as Engineer's independent professional associates and consultants; subcontractors; or vendors.
16. *Contractor*—The entity or individual with which Owner enters into a Construction Contract.
17. *Documents*—Data, reports, Drawings, Specifications, Record Drawings, building information models, civil integrated management models, and other deliverables, whether in printed or electronic format, provided or furnished in appropriate phases by Engineer to Owner pursuant to this Agreement.
18. *Drawings*—That part of the Construction Contract Documents that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
19. *Effective Date*—The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, the date on which this Agreement is signed and delivered by the last of the parties to sign and deliver.
20. *Engineer*—The individual or entity named as such in this Agreement.
21. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Construction Contract Price or the Construction Contract Times.
22. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
23. *Owner*—The individual or entity named as such in this Agreement and for which Engineer's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Construction Contracts concerning the Project.
24. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the services to be performed or furnished by Engineer under this Agreement are a part.
25. *Record Drawings*—Drawings depicting the completed Project, or a specific portion of the completed Project, prepared by Engineer as an Additional Service and based on Contractor's record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications, as

delivered to Engineer and annotated by Contractor to show changes made during construction.

26. *Reimbursable Expenses*—The expenses incurred directly by Engineer in connection with the performing or furnishing of Basic Services and Additional Services for the Project.
27. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site during the Construction Phase. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of Resident Project Representative. The duties and responsibilities of the Resident Project Representative, if any, are as set forth in Exhibit D.
28. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
29. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Construction Contract Documents.
30. *Site*—Lands or areas to be indicated in the Construction Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.
31. *Specifications*—The part of the Construction Contract Documents that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
32. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
33. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Construction Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.
34. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
35. *Total Project Costs*—The total cost of planning, studying, designing, constructing, testing, commissioning, and start-up of the Project, including Construction Cost and all other Project labor, services, materials, equipment, insurance, and bonding costs, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other Project-related costs that Owner

furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties, Owner's costs for legal, accounting, insurance counseling, and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner.

36. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Construction Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Construction Contract Documents.

37. *Work Change Directive*—A written directive to Contractor issued on or after the effective date of the Construction Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

B. *Day*:

1. The word "day" means a calendar day of 24 hours measured from midnight to the next midnight.

ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS

8.01 *Exhibits Included*:

- A. Exhibit A, Engineer's Services.
- B. Exhibit B, Owner's Responsibilities.
- C. Exhibit C, Payments to Engineer for Services and Reimbursable Expenses.
- D. Exhibit D, Duties, Responsibilities and Limitations of Authority of Resident Project Representative. **Not Used**
- E. Exhibit E, Notice of Acceptability of Work. **Not Used**
- F. Exhibit F, Construction Cost Limit. **Not Used**
- G. Exhibit G, Insurance.
- H. Exhibit H, Dispute Resolution.
- I. Exhibit I, Limitations of Liability.
- J. Exhibit J, Special Provisions.
- K. Exhibit K, Amendment to Owner-Engineer Agreement.

8.02 *Total Agreement*

- A. This Agreement, (together with the exhibits included above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties. Amendments should be based whenever possible on the format of Exhibit K to this Agreement.

8.03 *Designated Representatives*

- A. With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer's and Owner's representatives with respect to the services to be performed or furnished by Engineer and responsibilities of Owner under this Agreement. Such an individual shall have authority to transmit instructions, receive information, and render decisions relative to this Agreement on behalf of the respective party whom the individual represents.

8.04 *Engineer's Certifications*

- A. Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.04:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the selection process or in the Agreement execution;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;
 - 3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

Owner: City of Seaford, Delaware

By: _____

Print name: Dolores J. Slatcher

Title: City Manager

Date Signed: _____

Engineer: Downes Associates, Inc.

By:  _____

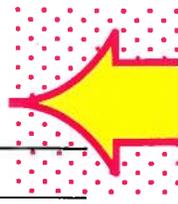
Print name: George E. Owens

Title: President

Date Signed: 1/21/16

Firm's Certificate of Authorization No.: 71

State of: Delaware



Address for Owner's receipt of notices:

414 High Street
P.O. Box 1100
Seaford, DE 19973

Designated Representative (Paragraph 8.03.A):

Dolores J. Slatcher
Title: City Manager
Phone Number: 302-629-9173
E-Mail Address: dslatcher@seafordde.com

Address for Engineer's receipt of notices:

2129 Northwood Drive
Salisbury, MD 21801

Designated Representative (Paragraph 8.03.A):

George E. Owens
Title: President
Phone Number: 410-546-4422
E-Mail Address: geowens@downesassociates.com

This is **EXHIBIT A**, consisting of 9 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated February 1, 2016.

Engineer's Services

Article 1 of the Agreement is supplemented to include the following agreement of the parties.

Engineer shall provide Basic and Additional Services as set forth below.

PART 1 – BASIC SERVICES

A1.01 Study and Report Phase – Not Required

A1.02 Preliminary Design Phase

- A. After review of Owner's Project concept and consultation with Engineer; selection by Owner of required Work Tasks; and upon written authorization from Owner, Engineer shall:
1. Prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, outline specifications, and written descriptions of the Project.
 2. In preparing the Preliminary Design Phase documents, use any specific applicable Project Strategies, Technologies, and Techniques authorized by Owner during or following the Study and Report Phase, and include sustainable features, as appropriate, pursuant to Owner's instructions.
 3. Provide necessary field surveys and topographic and utility mapping for Engineer's design purposes. Comply with the scope of work and procedure for the identification and mapping of existing utilities selected and authorized by Owner pursuant to advice from Engineer based on ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data," as set forth in Paragraph A1.01.A.12 above. If no such scope of work and procedure for utility mapping has been selected and authorized, then at a minimum the utility mapping will include Engineer contacting utility owners and obtaining available information.
 4. Visit the Site as needed to prepare the Preliminary Design Phase documents.
 5. Advise Owner if additional reports, data, information, or services of the types described in Exhibit B are necessary and assist Owner in obtaining such reports, data, information, or services.
 6. Continue to assist Owner with Project Strategies, Technologies, and Techniques that Owner has chosen to implement.
 7. Based on the information contained in the Preliminary Design Phase documents, prepare a revised opinion of probable Construction Cost, and assist Owner in tabulating the various cost categories which comprise Total Project Costs.

8. Obtain and review Owner's instructions regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Also obtain and review copies of Owner's design and construction standards, Owner's standard forms, general conditions (if other than EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition), supplementary conditions, text, and related documents or content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and in the draft Construction Contract Documents, when applicable.
9. Perform or provide the following other Preliminary Design Phase tasks or deliverables:
 - a. Field Investigations
 - b. Development of Transformers Specifications.
 - c. Development of Breaker Specifications.
 - d. Development of Control Building Specifications.
 - e. Development of Relay Panel Specifications.
 - f. Development of Substation Structural Designs and Specifications.
 - g. Development of Substation Foundation Designs and Specifications.
 - h. Design of Substation Grounding Grid Design and Specifications.
 - i. Development of Specifications for Pine Street Site Modifications and Improvements.
 - j. Development of Project Budget Estimates and Capital Plan.
 - k. Preparation of Project Status Report.
10. Furnish 6 review copies of the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables to Owner within 90 days of authorization to proceed with this phase, and review them with Owner. Within 10 days of receipt, Owner shall submit to Engineer any comments regarding the furnished items.
11. Revise the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables in response to Owner's comments, as appropriate, and furnish to Owner 6 copies of the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other deliverables within 30 days after receipt of Owner's comments.

- B. Engineer's services under the Preliminary Design Phase will be considered complete on the date when Engineer has delivered to Owner the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables.

A1.03 *Final Design Phase*

- A. After acceptance by Owner of the Preliminary Design Phase documents, revised opinion of probable Construction Cost as determined in the Preliminary Design Phase, and any other Preliminary Design Phase deliverables, subject to any Owner-directed modifications or changes in the scope, extent, character, or design requirements of or for the Project, and upon written authorization from Owner, Engineer shall:
1. Prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor.
 2. Visit the Site as needed to assist in preparing the final Drawings and Specifications.
 3. Provide technical criteria, written descriptions, and design data for Owner's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design; assist Owner in consultations with such authorities; and revise the Drawings and Specifications in response to directives from such authorities, as appropriate.
 4. Advise Owner of any recommended adjustments to the opinion of probable Construction Cost.
 5. After consultation with Owner, include in the Construction Contract Documents any specific protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website. Any such protocols shall be applicable to transmittals between and among Owner, Engineer, and Contractor during the Construction Phase and Post-Construction Phase, and unless agreed otherwise shall supersede any conflicting protocols previously established for transmittals between Owner and Engineer.
 6. Assist Owner in assembling known reports and drawings of Site conditions, and in identifying the technical data contained in such reports and drawings upon which bidders or other prospective contractors may rely.
 7. In addition to preparing the final Drawings and Specifications, assemble drafts of other Construction Contract Documents based on specific instructions and contract forms, text, or content received from Owner.
 8. Prepare or assemble draft bidding-related documents (or requests for proposals or other construction procurement documents), based on the specific bidding or procurement-related instructions and forms, text, or content received from Owner.
 9. Perform or provide the following other Final Design Phase tasks or deliverables:

- a. Field Investigations.
 - b. Development of Transformers Specifications.
 - c. Development of Breaker Specifications.
 - d. Development of Control Building Specifications.
 - e. Development of Relay Panel Specifications.
 - f. Development of Substation Structural Designs and Specifications.
 - g. Development of Substation Foundation Designs and Specifications.
 - h. Design of Substation Grounding Grid Design and Specifications.
 - i. Development of Specifications for Pine Street Site Modifications and Improvements.
 - j. Development of Project Budget Estimates and Capital Plan.
 - k. Preparation of Project Status Report.
 - l. Design and Specification of Circuit 290 Improvements and Reconductoring.
 - m. Design and Specification of New Circuit to Supply Hospital and Health Centers.
 - n. Design and Specification of New Norman Eskridge Highway Circuit.
 - o. Specification of 69 KV Pole Line Modifications and Removal.
 - p. Design and Specifications of Aerial Extension of Circuit 310.
 - q. Evaluation of Options for Redundant 69 KV Tie Point.
 - r. Final Project Report with Opinion of Probable Costs, Final Facility Plans, and Specifications.
 - s. Preparation of Project Specifications and Bidding Documents.
10. Furnish for review by Owner, its legal counsel, and other advisors, 6 copies of the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, within 60 days of authorization to proceed with the Final Design Phase, and review them with Owner. Within 10 days of receipt, Owner shall submit to Engineer any comments regarding the furnished items, and any instructions for revisions.

11. Revise the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables in accordance with comments and instructions from the Owner, as appropriate, and submit 6 final copies of such documents to Owner within 10 days after receipt of Owner's comments and instructions.
- B. Engineer's services under the Final Design Phase will be considered complete on the date when Engineer has delivered to Owner the final Drawings and Specifications, other assembled Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables.
 - C. In the event that the Work designed or specified by Engineer is to be performed or furnished under more than one prime contract, or if Engineer's services are to be separately sequenced with the work of one or more prime Contractors (such as in the case of fast-tracking), Owner and Engineer shall, prior to commencement of the Final Design Phase, develop a schedule for performance of Engineer's services during the Final Design, Bidding or Negotiating, Construction, and Post-Construction Phases in order to sequence and coordinate properly such services as are applicable to the work under such separate prime contracts. This schedule is to be prepared and included in or become an amendment to Exhibit A whether or not the work under such contracts is to proceed concurrently.
 - D. The number of prime contracts for Work designed or specified by Engineer upon which the Engineer's compensation has been established under this Agreement is 1. If more prime contracts are awarded, Engineer shall be entitled to an equitable increase in its compensation under this Agreement.

A1.04 Bidding or Negotiating Phase

- A. After acceptance by Owner of the final Drawings and Specifications, other Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and the most recent opinion of probable Construction Cost as determined in the Final Design Phase, and upon written authorization by Owner to proceed, Engineer shall:
 1. Assist Owner in advertising for and obtaining bids or proposals for the Work, assist Owner in issuing assembled design, contract, and bidding-related documents (or requests for proposals or other construction procurement documents) to prospective contractors, and, where applicable, maintain a record of prospective contractors to which documents have been issued, attend pre-bid conferences, if any, and receive and process contractor deposits or charges for the issued documents.
 2. Prepare and issue Addenda as appropriate to clarify, correct, or change the issued documents.
 3. Provide information or assistance needed by Owner in the course of any review of proposals or negotiations with prospective contractors.
 4. Consult with Owner as to the qualifications of prospective contractors.

Exhibit A – Engineer's Services

5. Consult with Owner as to the qualifications of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors, for those portions of the Work as to which review of qualifications is required by the issued documents.
6. If the issued documents require, the Engineer shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by prospective contractors, provided that such proposals are allowed by the bidding-related documents (or requests for proposals or other construction procurement documents) prior to award of contracts for the Work. Services under this paragraph are subject to the provisions of Paragraph A2.02.A.2 of this Exhibit A.
7. Attend the bid opening, prepare bid tabulation sheets to meet Owner's schedule, and assist Owner in evaluating bids or proposals, assembling final contracts for the Work for execution by Owner and Contractor, and in issuing notices of award of such contracts.
8. If Owner engages in negotiations with bidders or proposers, assist Owner with respect to technical and engineering issues that arise during the negotiations.
9. Perform or provide the following other Bidding or negotiating Phase tasks or deliverables:
 - a. Evaluation and Response to Bidders' Questions and Evaluation of Project Proposals and Bids Received.
- B. The Bidding or Negotiating Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective contractors (except as may be required if Exhibit F is a part of this Agreement).

A1.05 *Construction Phase* – Owner's instructions to Engineer do not include Construction Phase Engineering Services. Construction Phase Engineering Services will be provided to the Owner when requested in writing by the Owner and in accordance with A2.01 below.

A1.06 *Post-Construction Phase*

- A. Upon written authorization from Owner during the Post-Construction Phase, Engineer shall:
 1. Perform or provide the following other Post-Construction Phase tasks or deliverables:
 - a. Development of As-Built Drawing Files.
 - b. Preparing Record Drawings, and furnishing such Record Drawings to Owner.
 - c. Supplementing Record Drawings with information regarding the completed Project, Site, and immediately adjacent areas obtained from field observations, Owner, utility companies, and other reliable sources.
 - d. Conducting surveys to verify the accuracy of Record Drawing content obtained from Contractor, Owner, utility companies, and other sources; revise and supplement Record Drawings as needed.

PART 2 – ADDITIONAL SERVICES

A2.01 Additional Services Requiring Owner's Written Authorization

- A. Construction Phase Engineering Services – Project review and observation services relating to the Contractor's work during the Construction Phase of the Project.
- B. If authorized in writing by Owner, Engineer shall provide Additional Services of the types listed below. These services are not included as part of Basic Services and will be paid for by Owner as indicated in Exhibit C.
 - 1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.
 - 2. Services to make measured drawings of existing conditions or facilities, to conduct tests or investigations of existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.
 - 3. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Engineer, or the Project's design requirements, including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Construction Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date or are due to any other causes beyond Engineer's control.
 - 4. Services resulting from Owner's request to evaluate additional Study and Report Phase alternative solutions beyond those agreed to in Paragraph A1.01.A.1 and 2.
 - 5. Services required as a result of Owner's providing incomplete or incorrect Project information to Engineer.
 - 6. Providing renderings or models for Owner's use, including services in support of building information modeling or civil integrated management.
 - 7. Undertaking investigations and studies including, but not limited to:
 - a. Detailed consideration of operations, maintenance, and overhead expenses;
 - b. The preparation of feasibility studies (such as those that include projections of output capacity, utility project rates, project market demand, or project revenues) and cash flow analyses, provided that such services are based on the engineering and technical aspects of the Project, and do not include rendering advice regarding municipal financial products or the issuance of municipal securities;

Exhibit A – Engineer's Services

- c. Preparation of appraisals;
 - d. Evaluating processes available for licensing, and assisting Owner in obtaining process licensing;
 - e. Detailed quantity surveys of materials, equipment, and labor; and
 - f. Audits or inventories required in connection with construction performed or furnished by Owner.
8. Furnishing services of Consultants for other than Basic Services.
 9. Providing data or services of the types described in Exhibit B, when Owner retains Engineer to provide such data or services instead of Owner furnishing the same.
 10. Providing the following services:
 - a. Services attributable to more prime construction contracts than specified in Paragraph A1.03.D.
 - b. Services to arrange for performance of construction services for Owner by contractors other than the principal prime Contractor, and administering Owner's contract for such services.
 11. Services during out-of-town travel required of Engineer, other than for visits to the Site or Owner's office as required in Basic Services (Part 1 of Exhibit A).
 12. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructability review requested by Owner; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other documents as a result of such review processes.
 13. Preparing additional bidding-related documents (or requests for proposals or other construction procurement documents) or Construction Contract Documents for alternate bids or cost estimates requested by Owner for the Work or a portion thereof.
 14. Assistance in connection with bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services, except when such assistance is required to complete services required by Paragraph 5.02.A and Exhibit F.
 15. Preparing conformed Construction Contract Documents that incorporate and integrate the content of all Addenda and any amendments negotiated by Owner and Contractor.
 16. Providing Construction Phase services during the Construction Phase of the Project and beyond the original date for completion and readiness for final payment of Contractor, but only if such services increase the total quantity of services to be performed in the Construction Phase, rather than merely shifting performance of such services to a later date.

Exhibit A – Engineer's Services

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17. Preparation of operation, maintenance, and staffing manuals.
18. Protracted or extensive assistance in refining and adjusting of Project equipment and systems (such as initial startup, testing, and balancing).
19. Assistance to Owner in training Owner's staff to operate and maintain Project equipment and systems.
20. Assistance to Owner in developing systems and procedures for (a) control of the operation and maintenance of Project equipment and systems, and (b) related recordkeeping.
21. Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration, lien or bond claim, or other legal or administrative proceeding involving the Project.
22. Overtime work requiring higher than regular rates.
23. Providing construction surveys and staking to enable Contractor to perform its work other than as required under Paragraph A1.05.A.8; any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys.
24. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner.
25. Extensive services required during any correction period, or with respect to monitoring Contractor's compliance with warranties and guarantees called for in the Construction Contract (except as agreed to under Basic Services).
26. Other additional services performed or furnished by Engineer not otherwise provided for in this Agreement.

A2.02 *Additional Services Not Requiring Owner's Written Authorization - None*

This is **EXHIBIT B**, consisting of 3 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** February 1, 2016.

Owner's Responsibilities

Article 2 of the Agreement is supplemented to include the following agreement of the parties.

B2.01 In addition to other responsibilities of Owner as set forth in this Agreement, Owner shall at its expense:

- A. Provide Engineer with all criteria and full information as to Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations.
- B. Give instructions to Engineer regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Furnish copies (or give specific directions requesting Engineer to use copies already in Engineer's possession) of all design and construction standards, Owner's standard forms, general conditions (if other than EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition), supplementary conditions, text, and related documents and content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and draft Construction Contract Documents, when applicable. Owner shall have responsibility for the final content of (1) such bidding-related documents (or requests for proposals or other construction procurement documents), and (2) those portions of any Construction Contract other than the design (as set forth in the Drawings, Specifications, or otherwise), and other engineering or technical matters; and Owner shall seek the advice of Owner's legal counsel, risk managers, and insurance advisors with respect to the drafting and content of such documents.
- C. Furnish to Engineer any other available information pertinent to the Project including reports and data relative to previous designs, construction, or investigation at or adjacent to the Site.
- D. Following Engineer's assessment of initially-available Project information and data and upon Engineer's request, obtain, furnish, or otherwise make available (if necessary through title searches, or retention of specialists or consultants) such additional Project-related information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services. Such additional information or data would generally include the following:
 1. Property descriptions.
 2. Zoning, deed, and other land use restrictions.

3. Utility and topographic mapping and surveys.
 4. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.
 5. Explorations and tests of subsurface conditions at or adjacent to the Site; geotechnical reports and investigations; drawings of physical conditions relating to existing surface or subsurface structures at the Site; hydrographic surveys, laboratory tests and inspections of samples, materials, and equipment; with appropriate professional interpretation of such information or data.
 6. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental, historical, or cultural studies relevant to the Project, the Site, and adjacent areas.
 7. Data or consultations as required for the Project but not otherwise identified in this Agreement.
- E. Arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under the Agreement.
- F. Recognizing and acknowledging that Engineer's services and expertise do not include the following services, provide, as required for the Project:
1. Accounting, bond and financial advisory (including, if applicable, "municipal advisor" services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) and the municipal advisor registration rules issued by the Securities and Exchange Commission), independent cost estimating, and insurance counseling services.
 2. Legal services with regard to issues pertaining to the Project as Owner requires, Contractor raises, or Engineer reasonably requests.
 3. Such auditing services as Owner requires to ascertain how or for what purpose Contractor has used the money paid.
- G. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment required by the Construction Contract Documents (other than those required to be furnished or arranged by Contractor), or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work with appropriate professional interpretation thereof. Provide Engineer with the findings and reports generated by testing laboratories, including findings and reports obtained from or through Contractor.
- H. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by Engineer and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.

Exhibit B – Owner's Responsibilities

- I. Advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructability review.
- J. If Owner designates a construction manager or an individual or entity other than, or in addition to, Engineer to represent Owner at the Site, define and set forth as an attachment to this Exhibit B the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.
- K. If more than one prime contract is to be awarded for the Work designed or specified by Engineer, then designate a person or entity to have authority and responsibility for coordinating the activities among the various prime Contractors, and define and set forth the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of Engineer as an attachment to this Exhibit B that is to be mutually agreed upon and made a part of this Agreement before such services begin.
- L. Inform Engineer in writing of any specific requirements of safety or security programs that are applicable to Engineer, as a visitor to the Site.
- M. Examine all alternative solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, risk manager, insurance counselor, financial/municipal advisor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
- N. Inform Engineer regarding any need for assistance in evaluating the possible use of Project Strategies, Technologies, and Techniques, as defined in Exhibit A.
- O. Advise Engineer as to whether Engineer's assistance is requested in identifying opportunities for enhancing the sustainability of the Project.
- P. Place and pay for advertisement for Bids in appropriate publications.
- Q. Furnish to Engineer data as to Owner's anticipated costs for services to be provided by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice) for Owner so that Engineer may assist Owner in collating the various cost categories which comprise Total Project Costs.
- R. Attend and participate in the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Site visits to determine Substantial Completion and readiness of the completed Work for final payment.
- S. Authorize Engineer to provide Additional Services as set forth in Part 2 of Exhibit A of the Agreement, as required.
- T. Perform or provide the following: None

Exhibit B – Owner's Responsibilities

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This is **EXHIBIT C**, consisting of 4 pages, referred to in and part of the Agreement between Owner and Engineer for Professional Services dated February 1, 2016.

Payments to Engineer for Services and Reimbursable Expenses
COMPENSATION PACKET BC-1: Basic Services – Lump Sum

Article 2 of the Agreement is supplemented to include the following agreement of the parties:

ARTICLE 2 – OWNER’S RESPONSIBILITIES

C2.01 Compensation for Basic Services (other than Resident Project Representative) – Lump Sum Method of Payment

A. Owner shall pay Engineer for Basic Services set forth in Exhibit A, except for services of Engineer’s Resident Project Representative, if any, as follows:

1. A Lump Sum amount of \$315,000 based on the following estimated distribution of compensation:

a. Conceptual Design Development	\$10,000
b. Development of Transformers Specifications.	\$5,000
c. Development of Breaker Specifications.	\$5,000
d. Development of Control Building Specifications.	\$15,000
e. Development of Relay Panel Specifications.	\$15,000
f. Development of Substation Structural Designs and Specifications.	\$40,000
g. Development of Substation Foundation Designs and Specifications.	\$35,000
h. Design of Substation Grounding Grid Design and Specifications.	\$10,000
i. Development of Specifications for Pine Street Site Modifications and Improvements.	\$15,000
j. Development of Project Budget Estimates and Capital Plan.	\$10,000
k. Preparation of Project Status Report.	\$10,000
l. Design and Specification of Circuit 290 Improvements and Reconductoring.	\$20,000
m. Design and Specification of New Circuit to Supply Hospital and Health Centers.	\$15,000

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|----|--|----------|
| n. | Design and Specification of New Norman Eskridge Highway Circuit. | \$10,000 |
| o. | Specification of 69 KV Pole Line Modifications and Removal. | \$5,000 |
| p. | Design and Specifications of Aerial Extension of Circuit 310. | \$20,000 |
| q. | Evaluation of Options for Redundant 69 KV Tie Point. | \$15,000 |
| r. | Final Project Report w/Opinion of Probable Costs, Final Facility Plans, and Specifications. | \$15,000 |
| s. | Preparation of Project Specifications and Bidding Documents. | \$10,000 |
| t. | Evaluation and Response to Bidders' Questions and Evaluation of Project Proposals and Bids Received. | \$10,000 |
| u. | Development of As-Built Drawing Files. | \$10,000 |
| v. | Estimated Project Expenses and Reproduction Costs. | \$15,000 |
2. Engineer may alter the distribution of compensation between individual phases noted herein to be consistent with services actually rendered, but shall not exceed the total Lump Sum amount unless approved in writing by the Owner.
 3. The total costs of Project Tasks includes compensation for Engineer's services and services of Engineer's Consultants, if any. Appropriate amounts have been incorporated in the Lump Sum to account for labor costs, overhead, profit, expenses (other than any expressly allowed Reimbursable Expenses), and Consultant charges.
 4. In addition to the costs for Project Tasks, Engineer is also entitled to reimbursement from Owner for the following Reimbursable Expenses: \$15,000, Project Expenses and Reproduction Costs.
 5. The portion of the Project Task amounts billed for Engineer's services will be based upon Engineer's estimate of the percentage of the total services actually completed during the billing period. If any Reimbursable Expenses are expressly allowed, Engineer may also bill for any such Reimbursable Expenses incurred during the billing period.
- B. *Period of Service:* The compensation amount stipulated in Compensation Packet BC-1 is conditioned on a period of service not exceeding 30 months. If such period of service is extended, the compensation amount for Engineer's services shall be appropriately adjusted.

**COMPENSATION PACKET AS-1:
Additional Services – Standard Hourly Rates**

Article 2 of the Agreement is supplemented to include the following agreement of the parties:

C2.05 Compensation for Additional Services – Standard Hourly Rates Method of Payment

A. Owner shall pay Engineer for Additional Services, if any, as follows:

1. *General:* For services of Engineer's personnel engaged directly on the Project pursuant to Paragraph A2.01 or A2.02 of Exhibit A, except for services as a consultant or witness under Paragraph A2.01.A.20, (which if needed shall be separately negotiated based on the nature of the required consultation or testimony) an amount equal to the cumulative hours charged to the Project by each class of Engineer's personnel times Standard Hourly Rates for each applicable billing class for all Additional Services performed on the Project, plus related Reimbursable Expenses and Engineer's Consultant's charges, if any.

B. *Compensation For Reimbursable Expenses:*

1. For those Reimbursable Expenses that are not accounted for in the compensation for Basic Services under Paragraph C2.01 and are directly related to the provision of Additional Services, Owner shall pay Engineer at the rates set forth in Appendix 1 to this Exhibit C.
2. Reimbursable Expenses include the expenses identified in Appendix 1 and the following categories: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls, mobile phone charges, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Project-related items; and Consultants' charges. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.
3. The amounts payable to Engineer for Reimbursable Expenses, if any, will be the Additional Services-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to such Additional Services, the latter multiplied by a factor of 1.15.
4. The Reimbursable Expenses Schedule will be adjusted annually (as of January 2016) to reflect equitable changes in the compensation payable to Engineer.

C. *Other Provisions Concerning Payment for Additional Services:*

1. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of 1.15.

2. *Factors:* The external Reimbursable Expenses and Engineer's Consultant's Factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.
3. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.

This is **Appendix 1 to EXHIBIT C**, consisting of 1 page, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated February 1, 2016.

Reimbursable Expenses Schedule

Reimbursable Expenses are subject to review and adjustment per Exhibit C. Rates and charges for Reimbursable Expenses as of the date of the Agreement are:

Large Document Copies	\$3.00
Design Drawing Plots (24x36 Black & White)	\$2.50
Design Drawing Plots (30x42 Black & White)	\$4.00
Design Drawing Plots (Color)	\$6.00
Design Drawing Mylars (24x36)	\$12.00
Design Drawing Mylars (30x42)	\$18.00
Travel	Cost Plus 15%
Mileage	Current IRS Rate
Equipment Purchase/Rental	Cost Plus 15%
CAD Time (Hr.)	\$15.00
Computer Time (Other Analysis Programs) (Hr.)	\$10.00
Word Processing Time (Hr.)	\$15.00
Postage	Cost Plus 15%
Black & White/Color Copies	\$0.05/\$0.15
FAX (Per Page)	\$0.15
Long Distance Telephone	Cost Plus 15%

This is **Appendix 2 to EXHIBIT C**, consisting of 1 page, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated February 1, 2016.

Standard Hourly Rates Schedule

A. Standard Hourly Rates:

1. Standard Hourly Rates are set forth in this Appendix 2 to this Exhibit C and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
2. The Standard Hourly Rates apply only as specified in Article C2.

B. Schedule:

Hourly rates for services performed on or after the date of the Agreement are:

Principals	\$185/Hr.
Senior Engineers, Managers, and Analysts	\$120-\$175/Hr.
Staff Engineers and Analysts	\$100-\$150/Hr.
Junior Engineers and Analysts	\$60-\$130/Hr.
Senior Designers	\$80-\$120/Hr.
Designers and CAD Draftsmen	\$80-\$100/Hr.
Senior Technicians	\$100-\$125/Hr.
Technicians	\$80-\$100/Hr.
Administrative	\$50-\$75/Hr.
Associates and Consultants	\$85-\$240/Hr.

This is **EXHIBIT G**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated February 1, 2016.

Insurance

Paragraph 6.05 of the Agreement is supplemented to include the following agreement of the parties:

G6.05 Insurance

A. The limits of liability for the insurance required by Paragraph 6.05.A and 6.05.B of the Agreement are as follows:

1. By Engineer:

- a. Workers' Compensation: Statutory
- b. Employer's Liability --
 - 1) Bodily injury, each accident: \$1,000,000
 - 2) Bodily injury by disease, each employee: \$1,000,000
 - 3) Bodily injury/disease, aggregate: \$1,000,000
- c. General Liability --
 - 1) Each Occurrence (Bodily Injury and Property Damage): \$1,000,000
 - 2) General Aggregate: \$2,000,000
- d. Excess or Umbrella Liability --
 - 1) Per Occurrence: \$5,000,000
 - 2) General Aggregate: \$5,000,000
- e. Automobile Liability --Combined Single Limit (Bodily Injury and Property Damage):
\$1,000,000
- f. Professional Liability --
 - 1) Each Claim Made \$3,000,000
 - 2) Annual Aggregate \$5,000,000
- g. Other (specify): \$ None

2. By Owner:

- a. Workers' Compensation: Statutory
- b. Employer's Liability --

Exhibit G – Insurance.

- 1) Bodily injury, Each Accident \$[]
- 2) Bodily injury by Disease, Each Employee \$[]
- 3) Bodily injury/Disease, Aggregate \$[]

c. General Liability –

- 1) General Aggregate: \$[]
- 2) Each Occurrence (Bodily Injury and Property Damage): \$[]

d. Excess Umbrella Liability

- 1) Per Occurrence: \$[]
- 2) General Aggregate: \$[]

e. Automobile Liability – Combined Single Limit (Bodily Injury and Property Damage):

\$[]

f. Other (specify): \$[]

B. Additional Insureds:

1. The following individuals or entities are to be listed on Owner’s general liability policies of insurance as additional insureds:

- a. Downes Associates, Inc.
Engineer
- b. John D. Hynes & Associates, Inc.
Engineer’s Consultant
- c. Parker and Associates
Engineer’s Consultant
- d. _____

2. During the term of this Agreement the Engineer shall notify Owner of any other Consultant to be listed as an additional insured on Owner’s general liability policies of insurance.

3. The Owner shall be listed on Engineer’s general liability policy as provided in Paragraph 6.05.A.

This is **EXHIBIT H**, consisting of 1 page, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated February 1, 2016.

Dispute Resolution

Paragraph 6.09 of the Agreement is supplemented to include the following agreement of the parties:

H6.08 Dispute Resolution

- A. *Mediation:* Owner and Engineer agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof ("Disputes") to mediation by Mediator mutually agreed upon by Owner and Engineer. Owner and Engineer agree to participate in the mediation process in good faith. The process shall be conducted on a confidential basis, and shall be completed within 120 days. If such mediation is unsuccessful in resolving a Dispute, then (1) the parties may mutually agree to a dispute resolution of their choice, or (2) either party may seek to have the Dispute resolved by a court of competent jurisdiction.

This is **EXHIBIT I**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated February 1, 2016.

Limitations of Liability

Paragraph 6.11 of the Agreement is supplemented to include the following agreement of the parties:

A. Limitation of Engineer's Liability

1. **Engineer's Liability Limited to Amount of Insurance Proceeds:** Engineer shall procure and maintain insurance as required by and set forth in Exhibit G to this Agreement. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by Laws and Regulations, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, members, partners, agents, employees, and Consultants to Owner and anyone claiming by, through, or under Owner for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied, of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants (hereafter "Owner's Claims"), shall not exceed the total insurance proceeds paid on behalf of or to Engineer by Engineer's insurers in settlement or satisfaction of Owner's Claims under the terms and conditions of Engineer's insurance policies applicable thereto (excluding fees, costs and expenses of investigation, claims adjustment, defense, and appeal), up to the amount of insurance required under this Agreement. If no such insurance coverage is provided with respect to Owner's Claims, then the total liability, in the aggregate, of Engineer and Engineer's officers, directors, members, partners, agents, employees, and Consultants to Owner and anyone claiming by, through, or under Owner for any and all such uninsured Owner's Claims shall not exceed \$3,000,000.

2. **Exclusion of Special, Incidental, Indirect, and Consequential Damages:** To the fullest extent permitted by Laws and Regulations, and notwithstanding any other provision in the Agreement, consistent with the terms of Paragraph 6.11, the Engineer and Engineer's officers, directors, members, partners, agents, Consultants, and employees shall not be liable to Owner or anyone claiming by, through, or under Owner for any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes, including but not limited to:
 - a. cost of replacement power
 - b. loss of use of equipment or of the facility,
 - c. loss of profits or revenue,
 - d. loss of financing, regulatory fines, etc.

Exhibit I – Limitations on Liability.

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3. *Indemnification by Owner:* To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Owner or Owner's officers, directors, members, partners, agents, employees, consultants, or others retained by or under contract to the Owner with respect to this Agreement or to the Project.

This is **EXHIBIT J**, consisting of 1 page, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated February 1, 2016.

Special Provisions

Paragraph(s) [REDACTED] of the Agreement is/are amended to include the following agreement(s) of the parties:

Exhibit J - Special Provisions.

EJCDC® E-500, Agreement Between Owner and Engineer for Professional Services.
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and American Society of Civil Engineers. All rights reserved.

This is **EXHIBIT K**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated February 1, 2016.

AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment No. _____

The Effective Date of this Amendment is: _____.

Background Data

Effective Date of Owner-Engineer Agreement:

Owner:

Engineer:

Project:

Nature of Amendment: [Check those that are applicable and delete those that are inapplicable.]

- ___ Additional Services to be performed by Engineer
- ___ Modifications to services of Engineer
- ___ Modifications to responsibilities of Owner
- ___ Modifications of payment to Engineer
- ___ Modifications to time(s) for rendering services
- ___ Modifications to other terms and conditions of the Agreement

Description of Modifications:

Here describe the modifications, in as much specificity and detail as needed. Use an attachment if necessary.

Agreement Summary:

Original agreement amount:	\$ _____
Net change for prior amendments:	\$ _____
This amendment amount:	\$ _____
Adjusted Agreement amount:	\$ _____

Change in time for services (days or date, as applicable): _____

The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement, including those set forth in Exhibit C.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect.

OWNER:

City of Seaford, Delaware

By:

Print
name:

Dolores J. Slatcher

Title:

City Manager

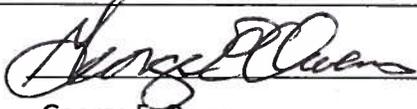
Date Signed:

ENGINEER:

Downes Associates, Inc.

By:

Print
name:

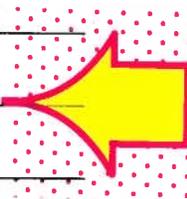

George E. Owens

Title:

President

Date Signed:

1/21/16



NB # 3
2/9/16

City of Seaford

Current and Proposed Retail Rates

Current and Proposed Retail Rates

	(A)	(B)	(C)	(D)
	Customer Class	Current Rates		Proposed Rates
	<u>Residential Customers</u>		Summer Winter	Option #6
1	Customer Charge	\$6.50		\$8.00
2	Minimum Bill	\$13.00		\$15.00
3	First Block First 45 kWh	\$0.152232		\$0.160000
4	Second Block Next 705 kWh	\$0.152232		\$0.152817
5	Third Block Remaining kWh	\$0.152232	\$0.131140	\$0.131140
6	<u>Commercial Non-Demand</u>			Option #4B
7	Customer Charge	\$8.00		\$10.00
8	Minimum Bill	\$13.00		\$15.00
9	First Block First 45 kWh	\$0.160309		\$0.170000
10	Second Block Remaining kWh	\$0.160309		\$0.157411
11	<u>Commercial With Demand</u>		Summer Winter	Option #4A
12	Customer Charge	\$25.00		\$30.00
13	First Block First 45 kWh	\$0.118097		\$0.150000
14	Second Block Remaining kWh	\$0.118097	\$0.102944	\$0.107623
15	Demand Charge All kW	\$11.34		\$11.34
16	<u>Medium General Service</u>			Option #4B
17	Customer Charge	\$30.00		\$50.00
18	Minimum Bill	\$386.84		\$386.84
19	First Block First 3,000 kWh	\$0.116757		\$0.125000
20	Second Block Remaining kWh	\$0.101678		\$0.100137
21	Demand Charge All kW	\$10.66		\$10.66
22	<u>Large General Service</u>			Option #1
23	Customer Charge	\$200.00		\$200.00
24	First Block First 30,000 kWh	\$0.102056		\$0.105000
25	Second Block Next 220,000 kWh	\$0.087360		\$0.086620
26	Third Block Remaining kWh	\$0.084770		\$0.084770
27	Demand Charge All kW	\$10.1327		\$10.1327
28	Demand Ratchet	70% of Previous 12 Month Max.		70% of Previous 12 Month Max.
29	<u>LGS - Primary</u>			Option #1
30	Customer Charge	\$200.00		\$200.00
31	First Block First 30,000 kWh	\$0.099569		\$0.102500
32	Second Block Next 220,000 kWh	\$0.086026		\$0.085318
33	Third Block Remaining kWh	\$0.082596		\$0.082596
34	Demand Charge All kW	\$10.1327		\$10.1327
35	Demand Ratchet	70% of Previous 12 Month Max.		70% of Previous 12 Month Max.
36	<u>PCAC</u> All kWh	(\$0.00454)		(\$0.00560)



N.B.4
2/9/16

CITY OF SEAFORD SCHEDULE OF FEES AND RATES

Amended February 9, 2016
Effective January 1, 2016

The following fee & rate schedule contains base fees for different services and or permits obtained from the City of Seaford. The rates shown here are only current as of the date shown above. Fee calculations for permits must be performed by the City Code Department to ensure accuracy. Fee rates are never guaranteed and are subject to change at any time by an act of the City Council.

PROPERTY TAX RATE

Assessment is based on 2008 market values. The City of Seaford's taxes are assessed at 100% of appraised value and taxed at \$0.31 per \$100 of assessed value.

PROPERTY TAX RE-ASSESSMENT FEE:

As determined by current assessment charges.

* This fee applies to property tax reassessments necessary due to Sub-division Farm Land Exemption requests; Property Improvements, Subdivisions, Re-zonings and/or Annexations.

ELECTRIC UTILITY RATES (Effective February 1, 2016)

RESIDENTIAL CUSTOMERS

Customer Charge \$8.00 Per Month *Minimum Bill \$15.00
First 43.75 KWH \$0.160000
Next 706.25 KWH \$0.152817
Remaining KWH \$0.131140

COMMERCIAL NON-DEMAND METERING (under 3500 kwh)

Customer Charge \$10.00 Per Month *Minimum Bill \$15.00
First 29.41 KWH \$0.170000
Remaining KWH \$0.157411

COMMERCIAL WITH DEMAND METERING (over 3500 kwh five or more times in 12 months, less than 50 KW)

Customer Charge \$30.00 Per Month
First 45 KWH \$0.150000
Remaining KWH \$0.107623
Demand Charge (All KW \$11.34)

MEDIUM GENERAL SERVICE Energy (50-300 KW)

Customer Charge \$50.00 Per Month
First 2694.72 KWH \$0.125000
Remaining KWH \$0.100137
Minimum Bill \$386.84
Demand Charge (All KW \$10.66)

LARGE GENERAL SERVICE Energy (greater than 300 KW five or more times in 12 months)

Customer Charge \$200.00 Per Month
First 30,000 KWH \$0.105000 Next 220,000 KWH \$0.086620
Remaining KWH \$0.084770
Demand Charge (All KW \$10.1327)
Demand Ratchet 70% of Previous 12 Month Maximum

LARGE GENERAL SERVICE -PRIMARY Energy (same as above with primary service)

Customer Charge \$200.00 Per Month
First 30,000 KWH \$0.102500 Next 220,000 KWH \$0.085318

Remaining KWH \$0.082596
 Demand Charge (All KW \$10.1327)
 Demand Ratchet 70% of Previous 12 Month Maximum

CONNECTION CHARGES

Existing Facility, Commercial or Residential	No Charge
New Residential	No Charge
New Non-Residential	No Charge
Delinquent Charges (prior to 4:00 pm Monday – Friday)	\$40
Delinquent Charges (after 4:00 pm Monday – Friday, Weekends & Holidays)	\$60
Additional Deposit	\$25
Temporary Service	\$60

CUSTOMER DEPOSIT CHARGES

Residential Property Owner	No deposit required
Residential Renters	\$200
Commercial -	The greater of an average for 12 month's bills multiplied by 2.5 or \$200 (A surety bond may be substituted at the City's option)

STANDARD POWER FACTOR

98.5% Lagging

Charge per 1.0% under 98.5% per KW demand	\$0.05
---	--------

NEW CONSTRUCTION AND LINE EXTENSION FEES

Paid by Applicant – Refer to section 11 of the Electric rules and regulations.

* The City Council approved a selective elimination of the charges for City Labor & City Equipment costs in 2016 related to the installation of new electric services and upgrades to existing electric services by the City Electric Department. Material costs, Non-City Labor costs & Non-City Equipment costs do not apply to this waiver.

STREET CHARGE

\$5.50 per month

GREEN ENERGY

Funding for Green Energy Programs	\$0.000178 / Kwh
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PURCHASED POWER COST ADJUSTMENT CLAUSE

-\$0.00560 / Kwh

ENERGY SUPPLY COST

\$0.08184/ Kwh

SECURITY LIGHTS

\$6.31 / month

METER TEST FEE

No charge for the first test at a location. After first test then greater of actual cost or:

Self Contained	\$35
Transformer Rated Meter	\$75

METER DEPOSIT INTEREST

Meter deposit interest is applied when refunded; with an interest rate based on the 1 year Treasury Constant Maturity Rate.

DELAWARE STATE UTILITY TAX

Industrial/Commercial Facility	4.25%
Qualified Manufacturing Facility	2.00%

RETURN PAYMENT FEE

\$40

LATE PAYMENT CHARGE

1.5% per month on outstanding balance

BASE

\$0.094379

WATER AND SEWER UTILITY RATES

All water and sewer rates are based on Equivalent Dwelling Units (EDU), which is equal to 9,000 gallons per month, (300 g.p.d.), with a minimum billing of 1 EDU per month, \$21.95 for water* and \$44.30 for sewer.

*Water rate adjustment for large users: The first 667,000 gallons are billed at the rate of \$21.95 per 9,000 gallons/month; from 667,001-1,333,333 at \$10.97 per 9,000 gallons/month; with the remaining usage at \$9.12 per 9,000 gallons/month.

*Properties outside of the city limits, which have water and/or sewer service, are charged an annual fee equal to 1/3 of the city property tax rate.

WATER AND SEWER CONNECTION SERVICE CHARGES

Turn service valve on/off for:

Repairs (During City Business Hours):

No Charge

Repairs (After City Business Hours):

\$60

Non-Repair shutoff/reconnect for more than 1 week (During City Business Hours only):

\$40

INDUSTRIAL PRETREATMENT ORDINANCE:

WASTEWATER DISCHARGE PERMIT:

Significant Industrial User (SIU)

\$1,000.00 per issuance + \$500 Annual Monitoring Fee

Categorical Industrial User (CIU)

\$1,000.00 per issuance + \$500 Annual Monitoring Fee

Other Industrial User (OIU)

\$1,000.00 per issuance + \$500 Annual Monitoring Fee

OTHER FEES:

Permit Amendment

\$500.00 per issuance

Permit Variance (s)

\$500.00 per issuance

GREASE INTERCEPTOR/TRAP INSPECTION FEE:

First inspection =

No charge

Second and each additional inspection =

\$50.00

BOARD OF ADJUSTMENT HEARING:

NON-REFUNDABLE

\$300.00

PLANNING AND ZONING HEARING:

NON-REFUNDABLE

\$200.00

PLUMBER LICENSE:

Annual License Fee =

\$40.00

Surety Bond Required (\$5,000)

State of Delaware Master Plumber License Required

EXCAVATOR LICENSE:

Annual License Fee =

\$40.00

Surety Bond Required (\$20,000)

REFUSE HAULER LICENSE:

Annual License Fee = \$50.00 for the first 5 trucks working in the City,
Plus \$10.00 for each additional truck working in the City

SEPTAGE HAULER LICENSE:

Annual License Fee = \$120.00

COMMERCIAL HANDBILL DISTRIBUTOR LICENSE:

Annual License Fee = \$40.00

TRANSIENT MERCHANT LICENSE:

Annual License Fee = \$40.00

Surety Bond Required (\$1,000)

MASSAGE BUSINESS LICENSE:

Annual License Fee = \$40.00

SPECIAL EVENT PERMIT:

Permit fee = \$20.00 per day per event

Not for profit organizations may be exempted from this fee. Proof of 501c3 status may be required.

PARADE OR PROCESSION PERMIT:

No Charge

SEASONAL STAND PERMIT:

Stand size up to 100 s.f. = \$10.00

Stand size larger than 100 s.f. = \$25.00

TEMPORARY CONTAINER (in R.O.W.) PERMIT:

Permit Fee = \$40.00

Insurance Certificate Required

BUILDING / SIGN / EXCAVATION / SITE WORK PERMIT FEE:

Based on the Cost of Construction:

First \$1,000 = \$25.00

Plus \$ 5.00 fee for each additional \$1,000 or any portion thereafter.

All NEW residential construction shall be based on the latest edition of the Building Valuation Data table as published by the International Code Council (ICC). All other work must be accompanied by a written estimate.

PLUMBING PERMIT FEE:

Base Permit Fee \$25.00

Charge per fixture or connection to be inspected \$ 2.00

DEMOLITION PERMIT FEE:

Structures WITH utilities \$50.00

Structures WITHOUT utilities \$10.00

WATER IMPACT FEE:

Per EDU \$ 600.00

* The City Council approved a selective discount of the water impact fee in 2016 as an economic incentive to flexible warehousing space in any M-1 Light Industrial District. This incentive is targeted to spur growth through incubator business spaces. The discount is applied to the water impact fee based on the normal EDU calculation for the space. The following chart gives the discount amount based on the size of the flexible warehousing unit:

Gross Floor Area Range (square feet)	Discount applied to normal water impact fee
0 to 2,000	70%
2,001 to 4,000	60%
4,001 to 6,000	50%
6,001 to 8,000	40%
8,001 to 10,000	30%

WATER CAPACITY CHARGE:

Residential Unit without a fire suppression system \$ 100.00 per EDU

All other uses:

1" Water Tap \$ 375.00
2" Water Tap \$ 750.00
3" Water Tap \$1,500.00
4" Water Tap \$3,000.00
6" Water Tap \$3,500.00
8" Water Tap \$4,000.00
10" Water Tap or large \$6,000.00

WATER TAP FEE:

1" \$ 725.00 plus \$300 to open street
1-1/2" \$ 930.00 plus \$300 to open street
2" \$1,325.00 plus \$300 to open street

* The City Council approved a selective elimination of the water tap fees in 2016. This fee incentive applies to the *first sixteen single family detached* housing units permitted, built and receiving their certificate of occupancy in 2016. This fee reduction only applies to housing constructed within Developments in the City, where water taps have already been installed by the developer.

SEWER IMPACT FEE:

 Per EDU \$1,400.00

* The City Council approved a selective discount of the sewer impact fee in 2016 as an economic incentive to flexible warehousing space in any M-1 Light Industrial District. This incentive is targeted to spur growth through incubator business spaces. The discount is applied to the sewer impact fee based on the normal EDU calculation for the space. The following chart gives the discount amount based on the size of the flexible warehousing unit:

Gross Floor Area Range (square feet)	Discount applied to normal sewer impact fee
0 to 2,000	70%
2,001 to 4,000	60%
4,001 to 6,000	50%
6,001 to 8,000	40%
8,001 to 10,000	30%

SEWER TAP FEE:

 4" diameter \$1,050.00 plus \$600 to open street
 6" diameter or larger \$1,050.00 plus \$600 to open street

* The City Council approved a selective elimination of the sewer tap fees in 2016. This fee incentive applies to the *first sixteen single family detached* housing units permitted, built and receiving their certificate of occupancy in 2016. This fee reduction only applies to housing constructed within Developments in the City, where sewer taps have already been installed by the developer.

DOWNSTREAM SEWER ASSESSMENT FEE:

Lift Station #1	Methodist Manor House Drainage Shed	\$ 400.00 per EDU
Lift Station #2	Route 13 South Drainage Shed	\$ 800.00 per EDU
Lift Station #3	Route 13 North (SVSC) Drainage Shed	\$ 800.00 per EDU
Lift Station #4	Retirement Living Drainage Shed	\$ 400.00 per EDU
Lift Station #5	Western Auto Drainage Shed	\$ 400.00 per EDU
Lift Station #6	Virginia Commons Drainage Shed	\$ 400.00 per EDU
Lift Station #7	ShIPLEY Center Drainage Shed	\$ 400.00 per EDU
Lift Station #8	Hurley Heights Drainage Shed	\$ 400.00 per EDU
Lift Station #9	Cedar Avenue Drainage Shed	\$ 400.00 per EDU
Lift Station #10	Industrial Park Drainage Shed	\$ 400.00 per EDU
Lift Station #11	Dulany Street Drainage Shed	\$ 400.00 per EDU
Lift Station #12	North Ross Drainage Shed	\$ 400.00 per EDU
Lift Station #13	Governor's Grant Drainage Shed	\$ 400.00 per EDU
Lift Station #14	Mears Campus Drainage Shed	\$ 1,200.00 per EDU
Lift Station #15	Herring Run Drainage Shed	\$ 1,200.00 per EDU

STORM WATER IMPACT FEE:

 Per square foot of developable land \$0.10

ELECTRIC SYSTEM COST RECOVERY FEE:

Residential Service Single Phase (120/240)

100 amp	\$ 187.50
200 amp	\$ 375.00
300 amp	\$ 562.50
400 amp	\$ 750.00

Commercial Service 3 phase (120/208) & (120/240)

200 amp	\$ 750.00
400 amp	\$1,500.00
600 amp	\$2,245.00
800 amp	\$2,995.00

Commercial Service 3 phase (277/480)

200 amp	\$ 1,730.00
400 amp	\$ 3,455.00
600 amp	\$ 5,200.00
800 amp	\$ 6,915.00

Industrial Service 3 phase (120/208) & (120/240)

200 amp	\$ 935.00
400 amp	\$ 1,870.00
600 amp	\$ 2,810.00
800 amp	\$ 3,745.00
1,000 amp	\$ 4,680.00

Industrial Service 3 phase (277/480)

200 amp	\$ 2,160.00
400 amp	\$ 4,320.00
600 amp	\$ 6,500.00
800 amp	\$ 8,640.00
1,000 amp	\$10,790.00
2,000 amp	\$21,580.00
3,000 amp	\$32,500.00

WATER METER & WATER METER PIT PRICES:

As determined by the Director of Public Works

REPRODUCTION FEES - (i.e. - FREEDOM OF INFORMATION ACT)

Document Copies	\$0.25 per page	(\$1.00 minimum charge)
Duplicate Bill Fee	\$2.50	
Print Account History	\$2.50	
All other records	Actual cost of reproduction	

COMMERCIAL PROPERTY LISTING ON CITY WEBSITE

Per Property \$25

CITY EQUIPMENT & TOOL RATES

The following fees shall be charged for City of Seaford projects and code related actions in accordance with City Policy. This equipment (and/or tools) is not intended to be rented by or to the general public. All City equipment shall be operated by City personnel at all times. Personnel costs shall be charged at the current prevailing rate.

Electric Line Truck	\$40 per hour (minimum 1 hour)
Electric Bucket Truck	\$40 per hour (minimum 1 hour)
Electric Pole Trailer	\$25 per hour (minimum 1 hour)
Pick-Up/Service Truck	\$25 per hour (minimum 1 hour)
Trencher - Walk Behind	\$30 per hour (minimum 1 hour)
Trencher - Ride On w/backhoe	\$40 per hour (minimum 1 hour)
Flat Bed Dump Truck	\$35 per hour (minimum 1 hour)
Regular Dump Truck	\$35 per hour (minimum 1 hour)
Back Hoe/Loader	\$35 per hour (minimum 1 hour)
Skid Steer Loader	\$35 per hour (minimum 1 hour)
Mini Excavator	\$35 per hour (minimum 1 hour)
Tractor Mower "Bush Hog" (Ride On)	\$50 per hour (minimum 1 hour)
Tractor Mower "Cub Cadet" (Ride On)	\$50 per hour (minimum 1 hour)
Lawn Mower "Zero Turn" (Ride On)	\$20 per hour (minimum 1 hour)
Lawn Mower (Push)	\$15 per hour (minimum 1 hour)
Back Pack Blower	\$15 per hour (minimum 1 hour)
Weed Cutter (Gas Powered)	\$15 per hour (minimum 1 hour)
Chain Saw (Gas Powered)	\$15 per hour (minimum 1 hour)
Generator (19-29 KVA)	\$30 per hour (minimum 1 hour)
Generator (125-149 KVA)	\$55 per hour (minimum 1 hour)
Sewer Rodder	\$50 per hour (minimum 1 hour)
Air Compressor	\$25 per hour (minimum 1 hour)
Weed Sprayer	\$15 per hour (minimum 1 hour)
Paint Machine	\$25 per hour (minimum 1 hour)
Power Sweeper	\$50 per hour (minimum 1 hour)
Video Camera with Trailer	\$100 per hour (minimum 1 hour)
Hydra-stop with Trailer	\$100 per hour (minimum 1 hour)

(Cost of the Hydra-stop sleeve is an additional charge; contact the Director of Public Works for pricing)

PARK RENTAL FEES

SOROPTIMIST PARK:

Front Pavilion	\$30 per day
Back Pavilion	\$20 per day

SPORTS COMPLEX:

Sports fields: \$75 per field per day

- Use of field lights: \$25 per field per hour (in addition to the daily field rental fee)

The JAY'S NEST PLAYGROUND, which is located within the SPORTS COMPLEX, may not be rented.

ALL OTHER CITY PARKS:

May be rented on a case by case basis, and must obtain a Special Event Permit.

N.B. 4A
 Redlined copy
 of changes
 2/9/16



CITY OF SEAFORD SCHEDULE OF FEES AND RATES

Amended February 9, 2016

Effective January 1, 2016

The following fee & rate schedule contains base fees for different services and or permits obtained from the City of Seaford. The rates shown here are only current as of the date shown above. Fee calculations for permits must be performed by the City Code Department to ensure accuracy. Fee rates are never guaranteed and are subject to change at any time by an act of the City Council.

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As determined by current assessment charges.

* This fee applies to property tax reassessments necessary due to Sub-division Farm Land Exemption requests, Property Improvements, Subdivisions, Re-zonings and/or Annexations.

ELECTRIC UTILITY RATES (Effective February 1, 2016)

RESIDENTIAL CUSTOMERS

Customer Charge ~~\$8.00~~ Per Month *Minimum Bill ~~\$15.00~~
 First ~~43.75~~ KWH ~~\$0.160000~~
 Next ~~706.25~~ KWH ~~\$0.152817~~
 Remaining KWH \$0.131140

COMMERCIAL NON-DEMAND METERING (under 3500 kwh)

Customer Charge ~~\$10.00~~ Per Month *Minimum Bill ~~\$15.00~~
 First ~~29.41~~ KWH ~~\$0.170000~~
 Remaining KWH ~~\$0.157411~~

COMMERCIAL WITH DEMAND METERING (over 3500 kwh five or more times in 12 months, less than 50 KW)

Customer Charge ~~\$30.00~~ Per Month
 First 45 KWH ~~\$0.150000~~
 Remaining KWH ~~\$0.107623~~
 Demand Charge (All KW \$11.34)

MEDIUM GENERAL SERVICE Energy (50-300 KW)

Customer Charge ~~\$50.00~~ Per Month
 First ~~2694.72~~ KWH ~~\$0.125000~~
 Remaining KWH ~~\$0.100137~~
 Minimum Bill \$386.84
 Demand Charge (All KW \$10.66)

LARGE GENERAL SERVICE Energy (greater than 300 KW five or more times in 12 months)

Customer Charge \$200.00 Per Month
 First 30,000 KWH ~~\$0.105000~~ Next 220,000 KWH ~~\$0.086620~~
 Remaining KWH \$0.084770
 Demand Charge (All KW \$10.1327)
 Demand Ratchet 70% of Previous 12 Month Maximum

LARGE GENERAL SERVICE -PRIMARY Energy (same as above with primary service)

Customer Charge \$200.00 Per Month
 First 30,000 KWH ~~\$0.102500~~ Next 220,000 KWH ~~\$0.085318~~

- Deleted: June 23, 2015
- Deleted: July 1, 2015
- Deleted: SUB-DIVISION FARM LAND EXEMPTION
- Deleted: ¶
- Deleted: July 1, 2015
- Deleted: \$6.50
- Deleted: \$13.00
- Deleted: 45
- Deleted: 42.70
- Deleted: \$0.152232
- Deleted: Summer (June thru Sept) Remaining KWH \$0.152232
- Deleted: First 42.70 KWH \$0.152232 Winter (Oct thru May)
- Deleted: 5
- Deleted: 42.71 - 750
- Deleted: \$0.152232
- Deleted: \$8.00
- Deleted: \$13.00
- Deleted: 45
- Deleted: 31.19
- Deleted: \$0.160309
- Deleted: Summer (June thru Sept) Remaining KWH \$0.160309 ¶ ... [1]
- Deleted: \$0.160309
- Deleted: \$25.00
- Deleted: First 45 KWH \$0.118097 Summer (June thr ... [2]
- Deleted: \$0.118097 Winter (Oct thru May)
- Deleted: \$0.102944
- Deleted: \$30.00
- Deleted: Summer: First 3056.26 KWH \$0.116757 Next ... [3]
- Deleted: 3,000
- Deleted: 3056.26
- Deleted:
- Deleted: \$0.116757 Next 7,000 KWH \$0.101678
- Deleted: \$0.101678
- Deleted: *Winter
- Deleted: two
- Deleted: Summer: First 30,000 KWH \$0.102056 Next ... [4]
- Deleted: \$0.102056
- Deleted: \$0.087360
- Deleted: Summer: First 30,000 KWH \$0.099569 Next ... [5]
- Deleted: \$0.099569
- Deleted: \$0.086026
- Deleted: JUNE 23, 2015
- Deleted: JULY 1, 2015

Remaining KWH \$0.082596
Demand Charge (All KW \$10.1327)
Demand Ratchet 70% of Previous 12 Month Maximum

CONNECTION CHARGES

Existing Facility, Commercial or Residential	No Charge
New Residential	No Charge
New Non-Residential	No Charge
Delinquent Charges (prior to 4:00 pm Monday – Friday)	\$40
Delinquent Charges (after 4:00 pm Monday – Friday, Weekends & Holidays)	\$60
Additional Deposit	\$25
Temporary Service	\$60

CUSTOMER DEPOSIT CHARGES

Residential Property Owner	No deposit required
Residential Renters	\$200
Commercial -	The greater of an average for 12 month's bills multiplied by 2.5 or \$200 (A surety bond may be substituted at the City's option)

STANDARD POWER FACTOR

98.5% Lagging

Charge per 1.0% under 98.5% per KW demand	\$0.05
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NEW CONSTRUCTION AND LINE EXTENSION FEES

Paid by Applicant – Refer to section 11 of the Electric rules and regulations.

* The City Council approved a selective elimination of the charges for City Labor & City Equipment costs in 2016 related to the installation of new electric services and upgrades to existing electric services by the City Electric Department. Material costs, Non-City Labor costs & Non-City Equipment costs do not apply to this waiver.

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STREET CHARGE

\$5.50 per month

GREEN ENERGY

Funding for Green Energy Programs \$0.000178 / Kwh

PURCHASED POWER COST ADJUSTMENT CLAUSE

-\$0.00560 / Kwh

ENERGY SUPPLY COST

\$0.08184/ Kwh

SECURITY LIGHTS

\$6.31 / month

METER TEST FEE

No charge for the first test at a location. After first test then greater of actual cost or:

Self Contained	\$35
Transformer Rated Meter	\$75

METER DEPOSIT INTEREST

Meter deposit interest is applied when refunded; with an interest rate based on the 1 year Treasury Constant Maturity Rate.

DELAWARE STATE UTILITY TAX

Industrial/Commercial Facility	4.25%
Qualified Manufacturing Facility	2.00%

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RETURN PAYMENT FEE
\$40

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LATE PAYMENT CHARGE
1.5% per month on outstanding balance

BASE
\$0.094379

WATER AND SEWER UTILITY RATES

All water and sewer rates are based on Equivalent Dwelling Units (EDU), which is equal to 9,000 gallons per month, (300 g.p.d.), with a minimum billing of 1 EDU per month, \$21.95 for water* and \$44.30 for sewer.

*Water rate adjustment for large users: The first 667,000 gallons are billed at the rate of \$21.95 per 9,000 gallons/month; from 667,001-1,333,333 at \$10.97 per 9,000 gallons/month; with the remaining usage at \$9.12 per 9,000 gallons/month.

*Properties outside of the city limits, which have water and/or sewer service, are charged an annual fee equal to 1/3 of the city property tax rate.

WATER AND SEWER CONNECTION SERVICE CHARGES

Turn service valve on/off for:

Repairs (During City Business Hours):	No Charge
Repairs (After City Business Hours):	\$60
Non-Repair shutoff/reconnect for more than 1 week (During City Business Hours only):	\$40

INDUSTRIAL PRETREATMENT ORDINANCE:

WASTEWATER DISCHARGE PERMIT:

Significant Industrial User (SIU)	\$1,000.00 per issuance + \$500 Annual Monitoring Fee
Categorical Industrial User (CIU)	\$1,000.00 per issuance + \$500 Annual Monitoring Fee
Other Industrial User (OIU)	\$1,000.00 per issuance + \$500 Annual Monitoring Fee

OTHER FEES:

Permit Amendment	\$500.00 per issuance
Permit Variance (s)	\$500.00 per issuance

GREASE INTERCEPTOR/TRAP INSPECTION FEE:

First inspection =	No charge
Second and each additional inspection =	\$50.00

BOARD OF ADJUSTMENT HEARING:

NON-REFUNDABLE	\$300.00
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PLANNING AND ZONING HEARING:

NON-REFUNDABLE	\$200.00
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PLUMBER LICENSE:

Annual License Fee =	\$40.00
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Surety Bond Required (\$5,000)
State of Delaware Master Plumber License Required

EXCAVATOR LICENSE:

Annual License Fee =	\$40.00
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Surety Bond Required (\$20,000)

REFUSE HAULER LICENSE:

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Annual License Fee = \$50.00 for the first 5 trucks working in the City,
Plus \$10.00 for each additional truck working in the City

SEPTAGE HAULER LICENSE:

Annual License Fee = \$120.00

COMMERCIAL HANDBILL DISTRIBUTOR LICENSE:

Annual License Fee = \$40.00

TRANSIENT MERCHANT LICENSE:

Annual License Fee = \$40.00

Surety Bond Required (\$1,000)

MASSAGE BUSINESS LICENSE:

Annual License Fee = \$40.00

SPECIAL EVENT PERMIT:

Permit fee = \$20.00 per day per event

Not for profit organizations may be exempted from this fee. Proof of 501c3 status may be required.

PARADE OR PROCESSION PERMIT:

No Charge

SEASONAL STAND PERMIT:

Stand size up to 100 s.f. = \$10.00

Stand size larger than 100 s.f. = \$25.00

TEMPORARY CONTAINER (in R.O.W.) PERMIT:

Permit Fee = \$40.00

Insurance Certificate Required

BUILDING / SIGN / EXCAVATION / SITE WORK PERMIT FEE:

Based on the Cost of Construction:

First \$1,000 = \$25.00

Plus \$ 5.00 fee for each additional \$1,000 or any portion thereafter.

All NEW residential construction shall be based on the latest edition of the Building Valuation Data table as published by the International Code Council (ICC). All other work must be accompanied by a written estimate.

PLUMBING PERMIT FEE:

Base Permit Fee \$25.00

Charge per fixture or connection to be inspected \$ 2.00

DEMOLITION PERMIT FEE:

Structures WITH utilities \$50.00

Structures WITHOUT utilities \$10.00

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WATER IMPACT FEE:

Per EDU \$ 600.00

* The City Council approved a selective discount of the water impact fee in 2016 as an economic incentive to flexible warehousing space in any M-1 Light Industrial District. This incentive is targeted to spur growth through incubator business spaces. The discount is applied to the water impact fee based on the normal EDU calculation for the space. The following chart gives the discount amount based on the size of the flexible warehousing unit:

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Gross Floor Area Range (square feet)	Discount applied to normal water impact fee
0 to 2,000	70%
2,001 to 4,000	60%
4,001 to 6,000	50%
6,001 to 8,000	40%
8,001 to 10,000	30%

WATER CAPACITY CHARGE:

Residential Unit without a fire suppression system \$ 100.00 per EDU
All other uses:
1" Water Tap \$ 375.00
2" Water Tap \$ 750.00
3" Water Tap \$1,500.00
4" Water Tap \$3,000.00
6" Water Tap \$3,500.00
8" Water Tap \$4,000.00
10" Water Tap or large \$6,000.00

WATER TAP FEE:

1" \$ 725.00 plus \$300 to open street
1-1/2" \$ 930.00 plus \$300 to open street
2" \$1,325.00 plus \$300 to open street

* The City Council approved a selective elimination of the water tap fees in 2016. This fee incentive applies to the first sixteen single family detached housing units permitted, built and receiving their certificate of occupancy in 2016. This fee reduction only applies to housing constructed within Developments in the City, where water taps have already been installed by the developer.

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SEWER IMPACT FEE:

Per EDU \$1,400.00

* The City Council approved a selective discount of the sewer impact fee in 2016 as an economic incentive to flexible warehousing space in any M-1 Light Industrial District. This incentive is targeted to spur growth through incubator business spaces. The discount is applied to the sewer impact fee based on the normal EDU calculation for the space. The following chart gives the discount amount based on the size of the flexible warehousing unit:

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Gross Floor Area Range (square feet)	Discount applied to normal sewer impact fee
0 to 2,000	70%
2,001 to 4,000	60%
4,001 to 6,000	50%
6,001 to 8,000	40%
8,001 to 10,000	30%

SEWER TAP FEE:

4" diameter	\$1,050.00	plus \$600 to open street
6" diameter or larger	\$1,050.00	plus \$600 to open street

* The City Council approved a selective elimination of the sewer tap fees in 2016. This fee incentive applies to the first sixteen single family detached housing units permitted, built and receiving their certificate of occupancy in 2016. This fee reduction only applies to housing constructed within Developments in the City, where sewer taps have already been installed by the developer.

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DOWNSTREAM SEWER ASSESSMENT FEE:

Lift Station #1	Methodist Manor House Drainage Shed	\$ 400.00 per EDU
Lift Station #2	Route 13 South Drainage Shed	\$ 800.00 per EDU
Lift Station #3	Route 13 North (SVSC) Drainage Shed	\$ 800.00 per EDU
Lift Station #4	Retirement Living Drainage Shed	\$ 400.00 per EDU
Lift Station #5	Western Auto Drainage Shed	\$ 400.00 per EDU
Lift Station #6	Virginia Commons Drainage Shed	\$ 400.00 per EDU
Lift Station #7	Shipleigh Center Drainage Shed	\$ 400.00 per EDU
Lift Station #8	Hurley Heights Drainage Shed	\$ 400.00 per EDU
Lift Station #9	Cedar Avenue Drainage Shed	\$ 400.00 per EDU
Lift Station #10	Industrial Park Drainage Shed	\$ 400.00 per EDU
Lift Station #11	Dulany Street Drainage Shed	\$ 400.00 per EDU
Lift Station #12	North Ross Drainage Shed	\$ 400.00 per EDU
Lift Station #13	Governor's Grant Drainage Shed	\$ 400.00 per EDU
Lift Station #14	Mears Campus Drainage Shed	\$ 1,200.00 per EDU
Lift Station #15	Herring Run Drainage Shed	\$ 1,200.00 per EDU

STORM WATER IMPACT FEE:

Per square foot of developable land \$0.10

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ELECTRIC SYSTEM COST RECOVERY FEE:

Residential Service Single Phase (120/240)

100 amp	\$ 187.50
200 amp	\$ 375.00
300 amp	\$ 562.50
400 amp	\$ 750.00

Commercial Service 3 phase (120/208) & (120/240)

200 amp	\$ 750.00
400 amp	\$1,500.00
600 amp	\$2,245.00
800 amp	\$2,995.00

Commercial Service 3 phase (277/480)

200 amp	\$ 1,730.00
400 amp	\$ 3,455.00
600 amp	\$ 5,200.00
800 amp	\$ 6,915.00

Industrial Service 3 phase (120/208) & (120/240)

200 amp	\$ 935.00
400 amp	\$ 1,870.00
600 amp	\$ 2,810.00
800 amp	\$ 3,745.00
1,000 amp	\$ 4,680.00

Industrial Service 3 phase (277/480)

200 amp	\$ 2,160.00
400 amp	\$ 4,320.00
600 amp	\$ 6,500.00
800 amp	\$ 8,640.00
1,000 amp	\$10,790.00
2,000 amp	\$21,580.00
3,000 amp	\$32,500.00

WATER METER & WATER METER PIT PRICES:

As determined by the Director of Public Works

REPRODUCTION FEES – (i.e. - FREEDOM OF INFORMATION ACT)

Document Copies	\$0.25 per page	(\$1.00 minimum charge)
Duplicate Bill Fee	\$2.50	
Print Account History	\$2.50	
All other records	Actual cost of reproduction	

COMMERCIAL PROPERTY LISTING ON CITY WEBSITE

Per Property \$25

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CITY EQUIPMENT & TOOL RATES

The following fees shall be charged for City of Seaford projects and code related actions in accordance with City Policy. This equipment (and/or tools) is not intended to be rented by or to the general public. All City equipment shall be operated by City personnel at all times. Personnel costs shall be charged at the current prevailing rate.

Electric Line Truck	\$40 per hour (minimum 1 hour)
Electric Bucket Truck	\$40 per hour (minimum 1 hour)
Electric Pole Trailer	\$25 per hour (minimum 1 hour)
Pick-Up/Service Truck	\$25 per hour (minimum 1 hour)
Trencher - Walk Behind	\$30 per hour (minimum 1 hour)
Trencher - Ride On w/backhoe	\$40 per hour (minimum 1 hour)
Flat Bed Dump Truck	\$35 per hour (minimum 1 hour)
Regular Dump Truck	\$35 per hour (minimum 1 hour)
Back Hoe/Loader	\$35 per hour (minimum 1 hour)
Skid Steer Loader	\$35 per hour (minimum 1 hour)
Mini Excavator	\$35 per hour (minimum 1 hour)
Tractor Mower "Bush Hog" (Ride On)	\$50 per hour (minimum 1 hour)
Tractor Mower "Cub Cadet" (Ride On)	\$50 per hour (minimum 1 hour)
Lawn Mower "Zero Turn" (Ride On)	\$20 per hour (minimum 1 hour)
Lawn Mower (Push)	\$15 per hour (minimum 1 hour)
Back Pack Blower	\$15 per hour (minimum 1 hour)
Weed Cutter (Gas Powered)	\$15 per hour (minimum 1 hour)
Chain Saw (Gas Powered)	\$15 per hour (minimum 1 hour)
Generator (19-29 KVA)	\$30 per hour (minimum 1 hour)
Generator (125-149 KVA)	\$55 per hour (minimum 1 hour)
Sewer Rodder	\$50 per hour (minimum 1 hour)
Air Compressor	\$25 per hour (minimum 1 hour)
Weed Sprayer	\$15 per hour (minimum 1 hour)
Paint Machine	\$25 per hour (minimum 1 hour)
Power Sweeper	\$50 per hour (minimum 1 hour)
Video Camera with Trailer	\$100 per hour (minimum 1 hour)
Hydra-stop with Trailer	\$100 per hour (minimum 1 hour)

(Cost of the Hydra-stop sleeve is an additional charge; contact the Director of Public Works for pricing)

PARK RENTAL FEES

SOROPTIMIST PARK:

Front Pavilion	\$30 per day
Back Pavilion	\$20 per day

SPORTS COMPLEX:

- Sports fields: \$75 per field per day
 - Use of field lights: \$25 per field per hour (in addition to the daily field rental fee)
- The JAY'S NEST PLAYGROUND, which is located within the SPORTS COMPLEX, may not be rented.

ALL OTHER CITY PARKS:

May be rented on a case by case basis, and must obtain a Special Event Permit.

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Josh Littleton

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Summer (June thru Sept) Remaining KWH \$0.160309
First 31.19 KWH \$0.160309 Winter (Oct thru May)

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Josh Littleton

2/2/2016 4:09:00 PM

First 45 KWH \$0.118097 Summer (June thru Sept) Remaining KWH \$0.118097

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Josh Littleton

2/2/2016 4:11:00 PM

Summer: First 3056.26 KWH \$0.116757 Next 7,000 KWH \$0.101678 Remaining KWH \$0.101678
*Summer Minimum Bill \$386.84
Winter:

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Josh Littleton

2/2/2016 4:14:00 PM

Summer: First 30,000 KWH \$0.102056 Next 220,000 KWH \$0.087360 Remaining KWH \$0.084770
Winter:

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Josh Littleton

2/2/2016 4:16:00 PM

Summer: First 30,000 KWH \$0.099569 Next 220,000 KWH \$0.086026 Remaining KWH \$0.082596
Winter:



N.B. 5
2/9/16

AGREEMENT OF SALE for DELAWARE UNIMPROVED LAND

This is a legally binding agreement; if not understood, seek competent legal advice prior to signing.

THIS FORM IS DESIGNED AND INTENDED FOR THE SALE AND PURCHASE OF UNIMPROVED RESIDENTIAL AND/OR AGRICULTURAL REAL ESTATE LOCATED IN THE STATE OF DELAWARE

1. PARTIES.

SELLER: City of Seaford

Address: _____

BUYER: SKP Georgetown LLC

Address: _____

2. PROPERTY. Buyer hereby agrees to purchase from Seller and Seller agrees to convey to Buyer that Property identified as TAX PARCEL # 4-31-05.00-206.00 being situated in Sussex County County, Delaware and further identified as:

Lot - East Side of Front Street, Seaford DE, being 68 Front Foot, 3, 229 Sqft Total

3. PAYMENT TERMS.

- A. PURCHASE PRICE
To be paid as follows: \$ 14,700.00
- B. DEPOSIT UPON SIGNING THIS AGREEMENT
In the form of Check Cash Other _____ \$ 1,000.00
- C. ADDL. DEPOSIT DUE WITHIN _____ DAYS OF ACCEPTANCE \$ _____
- D. BALANCE OF PURCHASE PRICE (A minus B & C)
(Loan Balance, if any, plus remaining Down Payment) \$ 15,700.00

All sums deposited by Buyer prior to the time of final settlement shall be placed in a non-interest bearing escrow account with Listing Broker ("Escrow Broker") unless otherwise specified in this Agreement. Any funds delivered to the Escrow Broker within 15 calendar days of settlement shall be certified funds. Funds paid by Buyer at settlement shall be in cash, certified check, cashier's check, treasurer's check, wire transfer or a Delaware attorney's escrow check. Seller's net proceeds shall be paid by check from the settling attorney's escrow account unless other arrangements are made with the attorney.

4. RENTAL/ LEASE. This Property is is not subject to an existing rental/leasing agreement. Seller will not alter any existing agreement nor enter into any new lease agreement without Buyer's written consent, and will assign all existing leases and transfer security deposits to Buyer at final settlement. If this Property is subject to an agricultural lease, the Buyer is hereby notified that agricultural leases are subject to renewal provisions in accordance with 25 Del. C Chapter 67 Agriculture Leases. The terms of any Agricultural Leases are attached hereto in accordance with 25 Del. C Chapter 3 § 315.

5. Yes No FINANCING CONTINGENCY.

(a) Buyer's obligation to purchase the Property shall be contingent on Buyer's ability to obtain mortgage financing pursuant to the terms set forth below. Each of the terms below as applicable shall be deemed essential to this financing contingency and Buyer shall not make application for any mortgage financing the terms of which would differ or deviate from the requirements set forth below that would be adverse to Seller's interest without Seller's express prior written consent. The interest rate shall be at the prevailing rate. Should, after Buyer makes application consistent with the terms set forth below, and has diligently and in good faith pursued that application, any commitment for mortgage financing that may be issued deviate from one or more of such terms, and Buyer elects not to accept the financing thus offered, or the application is denied, Buyer may, at Buyer's sole election, void this Agreement, in which event all deposits will be returned to buyer. The terms of mortgage financing are the following:

Type of financing: N/A Loan Amount: _____
Term in years: _____ Maximum loan to value ratio: _____

Final date for receipt of mortgage commitment (the "Commitment Date"): _____

(b) Buyer will make written application in a manner consistent with that provided for above within _____ calendar days of the effective date of this Agreement, and shall use their best efforts and diligently pursue such financing and promptly file any supplemental information, papers and/or other material that may be requested or required from time to time by the lender. If Buyer fails to make application as specified above, then Seller may declare Buyer in default of this Agreement by tendering written notice of that election to Buyer at any time prior to Buyer making application consistent with the terms set forth above. Should Seller elect to declare Buyer in default before such application is completed, Seller shall have available all the remedies set forth in this Agreement.

Seller's Initials _____ Buyer's Initials SKP

N.B.L
2/9/16

Standing Board for Municipal Election 2016

1 year term: Velda Syce, Rick Peterson

2 year term: George Logan, Elaine Vincent

3 year term: Sharon Drugash

Staff:

6:15 – 11:00 – Jeanne Sapp
Annette Cole

11:00 – 3:30 – Tracy Torbert
Erica Colegrove

- Relief Dolores Slatcher
Charles Anderson
Trisha Newcomer

Municipal Board – Election 2016
(Board used for Election Challenges)

Allen Temple

John Leverage

Nancy Harper



N.B.8
2/9/16

Contact: Jonathan Starkey, Director of Public Relations, DSHA
Office: (302) 739-0271, Cell: (302) 632-0470, jonathan@destatehousing.com

February 2, 2016

New Projects in Seaford, Dover, Wilmington to Receive Downtown Development Districts Funding

\$4 million in grant funding for 11 projects will leverage \$45 million in private investment

Dover, DE – Downtown revitalization efforts in Wilmington, Dover and Seaford continue to gain momentum, with new projects in all three counties slated to receive funding from Delaware’s Downtown Development Districts program.

The Delaware State Housing Authority and Governor Jack Markell announced Tuesday that 11 projects have been selected to receive \$4 million in DDD funding. Delaware’s new grants will leverage \$45 million in private investment in commercial and residential development in all three cities.

New projects include the redevelopment of vacant properties to promote homeownership in downtown Wilmington; mixed-use reconstruction on Market Street; new home construction on New Street and Reed Street in downtown Dover; and additional development at The Residences at River Place in Seaford.

“Our Downtown Development Districts program continues to leverage significant private investment in Delaware’s downtowns,” said **Governor Markell**. “More Delawareans want to live and work in urban areas, so this kind of revitalization of our cities will drive future economic growth. We’re seeing great progress.”

Due to significant ongoing interest in the program, DSHA will initiate **another DDD funding round** this spring. The round will open on March 1, with applications due by May 15.

“We continue to be pleased with the feedback we’re receiving in Dover, Seaford and Wilmington,” said **Anas Ben Addi**, Director of the Delaware State Housing Authority. “The program is making a difference in all three cities and I look forward to continued work with our new development partners.”

The DDD program, administered by the Delaware State Housing Authority, [was created by legislation](#) proposed by Governor Markell and passed unanimously in May 2014 by the General Assembly.

In January 2015, Governor Markell designated the downtown areas of Seaford, Dover, and Wilmington as Delaware’s first three Downtown Development Districts. In the first funding round, announced last April, a \$5.6 million investment by the state [leveraged \\$114 million in private investment](#) in all three counties.

To incentivize development, applicants receiving DDD grants are eligible for up to 20 percent of their construction costs in the form of a rebate. Grants are awarded only when projects are complete.

District	Total Awards	Total TDC	Total QRPI	Total Reservations
Dover	5	\$14,226,060	\$11,096,123	\$1,470,396
Seaford	1	\$11,461,567	\$9,512,678	\$700,000
Wilmington	5	\$19,967,190	\$11,893,114	\$1,837,090
Grand Total	11	\$45,654,817	\$32,501,915	\$4,007,486

Project Details:

- **Central Delaware Habitat for Humanity** will build five single family homes on North New Street in downtown Dover. The homes will be sold to low-income homebuyers, helping promote homeownership in Dover’s downtown district.
- **829 Market LLC** plans to redevelop the property at 829 Market Street in Wilmington to create seven walk-up apartments above 5,000 square feet of ground-floor space, which will be occupied by a restaurant, 3 Doors Brewing Company.
- **James R. and M. Lorraine Nelson** plan to demolish an unstable, 127-year-old building at 117 Market Street and build a new six-story building. A bank and café will occupy the ground level, and the marketing and technology firm Trellist will occupy the top five floors.
- **MauTiste Investment Group** will build three duplexes, or six townhomes, on Reed and S. Kirkwood streets in downtown Dover, a project that also will build on earlier efforts to increase homeownership in downtown Dover.
- **Interfaith Community Housing of Delaware** plans to redevelop six existing houses, some vacant and blighted, to create a dozen new affordable homes to promote homeownership in Wilmington’s downtown district. The houses are located along West 6th Street, West 5th Street and North Washington Street.
- **The Residences at River Place LLC** has reserved funding to assist in the construction of the third and fourth phases of the project in Seaford. New development will include two four-story apartment buildings with a clubhouse and covered parking spaces.

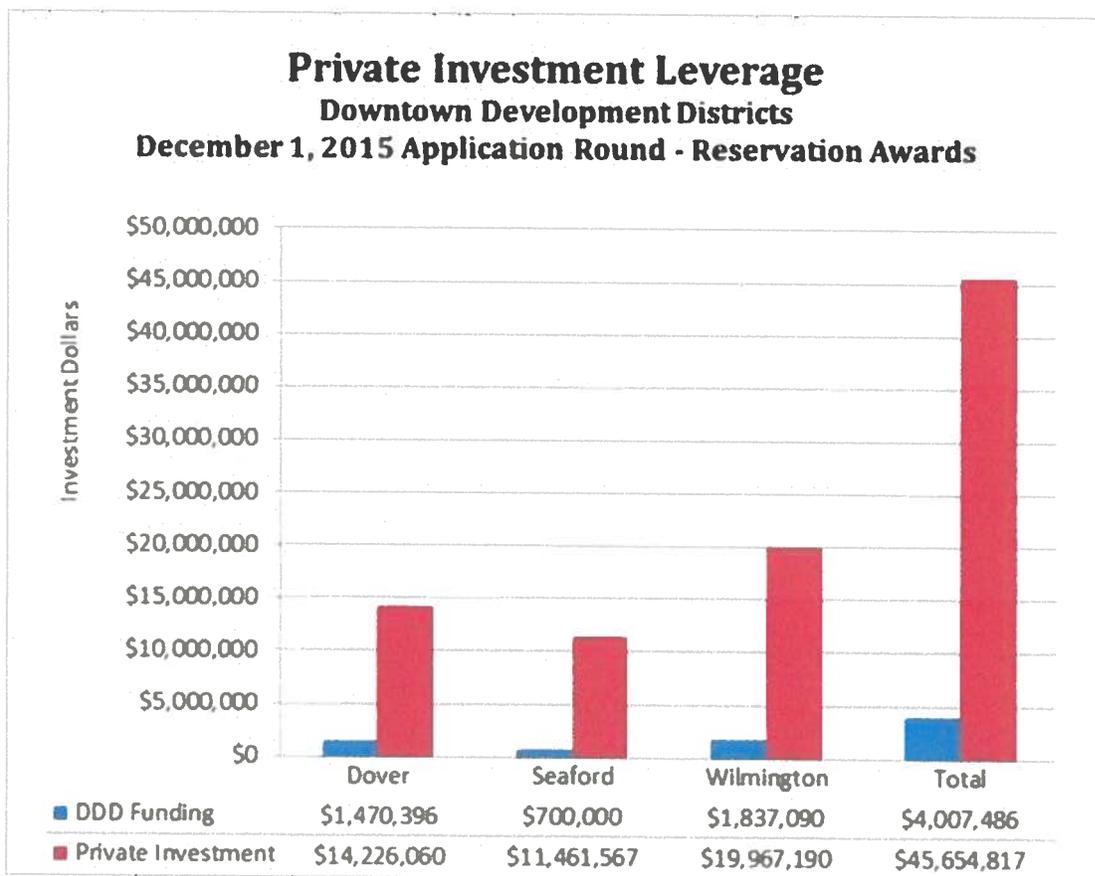
[Full List of Large Projects Awarded](#)

Comments from Partners:

“These town homes will enhance the community but cannot happen without the DDD funding. From the initial kickoff meeting last winter, the DDD program was well planned and executed,” said **Michael Maupin, Managing Director of MauTiste Investment Group**. “This project will be a great success because of the support of the Delaware State Housing Authority, Dover Mayor Robin Christiansen and his entire staff. It has been a pleasure working with them and I look forward to completing this project and developing others.”

“Governor Markell’s initiative of the Downtown Development District program and what it offers has been the ignitor of what is happening in Downtown Seaford,” said **Seaford Mayor David Genshaw**. “The City believes in this program and is proud to support it 100%. We are excited about and look forward to the definite transformation that will occur over the next few years in our community.”

“I was overcome by excitement upon hearing that I have been awarded a grant to improve my property on Market Street in Wilmington,” said **James Nelson, one of the owners at 117 Market Street in Wilmington**. “This grant will make possible the realization of a vision to not only create a new and iconic building on Wilmington’s very visible Martin Luther King Boulevard, but will enable a very viable and substantial tenant to continue to expand his business in Wilmington.”



About the Delaware State Housing Authority

The Delaware State Housing Authority (DSHA), formed in 1968, is dedicated to providing quality, affordable housing opportunities and appropriate supportive services to low- and moderate-income

Delawareans. In addition to its role as the State's Housing Finance Agency, DSHA is unique in that it is also serves as a Public Housing Authority and acts as a Community Development and Planning Agency. As a Public Housing Authority, DSHA receives funding from HUD to build, own and operate public housing in Kent and Sussex counties, two of Delaware's three counties. For more information about the Delaware State Housing Authority, please call: (302) 739-4263 or visit our website at: www.destatehousing.com