

**AGENDA**  
**REGULAR MEETING OF THE MAYOR AND COUNCIL**  
**March 13, 2018**  
**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 minutes of the regular meeting on February 27, 2018.

**ALL ITEMS ON THIS AGENDA MAY OR MAY NOT BE VOTED ON.**

**CORRESPONDENCE:**

- 1.

**NEW BUSINESS:**

1. Bids - Demolition of Structures 2018.
2. Bids - Porter Street Storm Drain Improvements.
3. Request for Proposals - City-wide Reassessment.
4. Letter of request from the Western Sussex County F.O.P. Lodge #9 of Seaford to host the first annual "Guns and Hoses Softball Tournament" at the Seaford Sports Complex to include the serving of alcoholic beverages by 16 Mile Brewery.
5. Present for approval an engineering agreement with George, Miles & Buhr to perform a cursory general structural condition survey of the former Manlove Auto Building located at 424 N. Front Street.
6. Mr. Jamie Nutter, Esquire with the law firm of Parkowski, Gureke & Swazey, PA to present information related to the impact of the opioid crisis.
7. Present for approval a proposal to allow the Mayor to execute a Retainer Agreement with Special Council, with approval of the City Solicitor.
8. Present for approval a proposal from Under/Comm to relocate the City fiber optic network out of the Power Plant property.

**AGENDA**

REGULAR MEETING OF THE MAYOR AND COUNCIL

March 13, 2018

**OLD BUSINESS:**

1. None

**REMINDER OF MEETINGS & SETTING NEW MEETINGS:**

1. Electric Committee Meeting March 20, 2018; 4:00 City Hall Council Chambers.
2. SVN Real Estate Forum Meeting; March 23, 2018, 7:00 Salisbury University, Salisbury, MD.

**CITY OF SEAFORD**

**Municipal Election – April 21, 2018**

The City of Seaford Municipal Election will be held on Saturday, April 21, 2018 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.T.

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

Two (2) Council Members will be elected for a (3) year term.

**All candidates must have filed by 5:00 p.m., E.S.T., February 23, 2018. Registration can be completed at City Hall, 414 High Street. Registration hours are Monday through Friday, 8 a.m. until 5:00 p.m. or by appointment if you cannot register during these normal business hours.**

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 23, 2018 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 23, 2018.** 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 21, 2017) 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.**

**AGENDA**

**REGULAR MEETING OF THE MAYOR AND COUNCIL**

**March 13, 2018**

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 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.

**CANDIDATES FILED:**

**Mayor David Genshaw has filed for re-election as Mayor**

**Alfred Lee Cannon has filed for Mayor**

**Matthew MacCoy has filed for Council**

**Patricia Jones has filed for Council**

**Councilman Orlando Holland has filed for re-election to Council**

**Shane Beard has filed for Council**

**James King has filed for Council**

**COMMITTEE REPORTS:**

- 1. Police & Fire - Councilwoman Leanne Phillips-Lowe**
- 2. Administration - Councilman Orlando Holland**
- 3. Code, Parks and Recreation - Councilwoman Grace Peterson**
- 4. Public Works & WWTF - Councilman William Mulvaney**
- 5. Electric - Councilman Dan Henderson**

**Mayor Genshaw solicits a motion to adjourn the regular Council meeting.**

**Mayor Genshaw closes 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))

Date Posted: 3/6/18

Posted by: TNT



NB#1  
3/13/18

## CITY OF SEAFORD CODE DEPARTMENT MEMORANDUM

To: Charles Anderson, City Manager      From: Michael Bailey, Building Official  
Re: FY2018 Demolition Bid      Date: 03/01/2018  
Recommendation

CC:

Urgent     For Review     Please Comment     Please Reply

I'm recommending that we accept the Bid for the "Demolition of Structures" from the apparent low bidder, John Macklin & Son Inc., in the full amount of \$58,000.

<i>Bidder</i>	<i>Base Bid</i>	<i>12 N Market</i>	<i>332 E Poplar</i>	<i>223 N Arch/ 405 E Poplar</i>
John Macklin & Son Inc.	\$58,000	\$12,300	\$21,300	\$24,400
Sunnyfield Contractors	\$71,047	\$18,360	\$24,960	\$27,727
Lindstrom Excavating	\$74,500	\$18,000	\$34,000	\$22,500

Thank You,  
Michael Bailey  
Building Official

NB #1  
3/12/18

## MEMORANDUM

TO: Mayor & Council

FR: Charles Anderson, City Manager

**RE: Demolition Bids 2018**

DT: 3/5/18

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The City bid three locations this year as part of the 2018 demolition bid package. We routinely budget locations based on our evaluation of the structures and its public nuisance during the budgeting process. In FY '18 we budgeted \$133,000 in the Code Property Demolition Account (001-140-41000-812). The budget request was based on the expected demolition of the following locations:

1. Nylon Capital Shopping Center Grocery Store -	\$100,000
2. 411 E. King Street -	\$ 18,000
3. 12 N. Market Street Extended -	\$ 15,000
TOTAL =	\$133,000

The Nylon Capital Shopping Center Grocery Store property owner has responded to the City's condemnation process and is working to bring the building toward code compliance. Based on this forward momentum and their progress with the building, it appears that the demolition of this building by the City may not occur this budget year, and was not included in the bid package.

Once the budget is approved we re-evaluate the recommended locations prior to releasing the bid package to contractors for bidding. Based on this re-evaluation the following properties were chosen for inclusion in the demolition bid: 12 N. Market Street, 332 E. Poplar Street, and 223 N. Arch Street/405 E. Poplar Street.

John Macklin & Son Inc. is the low bidder with a total base bid of \$58,000 for all three properties. Therefore, we are recommending that the City Council consider authorizing the award of the demolition of all three structures in the amount of \$58,000 to be paid with funds from the Code Property Demolition Account.

If you have any questions, contact me.

Account Id	Trans Date Type	Account Type	Reason	Description	Adopted Total	Description	Amended Total	Budgeted Total	Change Reason	Amount	User Id	Ref Ldgr	Ref Num/Seq	
001-140-41000-812	07/03/17 Add Acct	Sub Account	Adopted Budget	Code Property Demolition			0.00			0.00	JMERRITT		0	
	07/01/17 Change To Acct		Adopted Budget				0.00	New: 133000.00		133,000.00	JMERRITT	B	1657 143	
Detail:		100,000.00		NYLON CAPITAL SHOPPING CENTER GROCERY STORE - FUNDING FROM REALTY TRANSFER TAX FUND										
		18,000.00		411 E KING ST										
		15,000.00		12 N MARKET ST EXT'D										
<p>Note: STRUCTURE DEMOLITIONS ON THE LIST FOR FUTURE DEMOLITIONS:</p> <p>223 N ARCH ST/405 E POPLAR ST - \$22,000</p> <p>215 N ARCH ST - \$9,000</p> <p>318 N PINE ST - \$15,000</p> <p>329 N FRONT ST - \$15,000</p> <p>111 S CONWELL ST - \$18,000</p> <p>122 N CONWELL ST - \$18,000</p> <p>319 NORTH ST - \$15,000</p> <p>331 NORTH ST - \$15,000</p>														
Account Totals:										133,000.00			0.00	133,000.00
001-140-41000-900	07/03/17 Add Acct	Line Item Control	Adopted Budget	Code GRANTS			0.00			0.00	JMERRITT		0	
	07/01/17 Change To Acct		Adopted Budget				0.00	New: 0.00		0.00	JMERRITT	B	1657 144	
Account Totals:										0.00			0.00	
001-150-42210-431	07/03/17 Add Acct	Sub Account	Adopted Budget	Fire Equipment Maintenance			0.00			0.00	JMERRITT		0	
	07/01/17 Change To Acct		Adopted Budget				0.00	New: 38400.00		38,400.00	JMERRITT	B	1657 147	
Account Totals:										0.00			0.00	
Account Totals:										38,400.00			0.00	38,400.00
001-150-42210-433	07/03/17 Add Acct	Sub Account	Adopted Budget	Fire Building & Grounds Maint			0.00			0.00	JMERRITT		0	
	07/01/17 Change To Acct		Adopted Budget				0.00	New: 3960.00		3,960.00	JMERRITT	B	1657 148	
Account Totals:										0.00			0.00	
Account Totals:										3,960.00			0.00	3,960.00

Note: MONTHLY PAYMENT OF \$3,200

NB #2  
3/13/18

## MEMORANDUM

**TO: Charles Anderson, ACM**  
**FR: Berley Mears, Director of Public Works**  
**RE: Porter Street Storm Drain Improvements**  
**DT: February 21, 2018**

The City received two bids for the above referenced project. Please see the below table:

Bidder	Total
Mitten Construction	\$41,898.00
OnSite Construction	\$64,275.20

It is my recommendation to award the Porter Street Storm Drain Improvements bid to Mitten Construction for the total of \$41,898.00. Mitten Construction was the lowest bidder that met all of the bidding requirements.

Please present this information to Mayor and Council at their March 13th, 2018 meeting for their consideration.

Should you have any questions, please contact me.

Thank you.



STATE OF DELAWARE  
DEPARTMENT OF TRANSPORTATION  
800 BAY ROAD  
P.O. Box 778  
DOVER, DELAWARE 19903

JENNIFER COHAN  
SECRETARY

August 01, 2017

Mr. David Genshaw  
Mayor  
City of Seaford  
P.O. Box 1100  
Seaford, DE 19973

Dear Mr. Genshaw:

Enclosed is one fully executed original of agreement # **17-P-PROG-60** pertaining to the transfer of \$45,000 from the Delaware Department of Transportation to City of Seaford for drainage project as outlined in the referenced agreement. This is your notice to proceed.

Any request for payment will require a written request for payment with supporting documentation. Please include the agreement number, location and the amount of funding requested. In addition to the letter actual invoices are required to support the request for payment. Invoices from contractors should note the locations being billed.

Please feel free to contact me if you have any additional questions or concerns at 760-2759. Thank you for your assistance with this matter.

Sincerely,

A handwritten signature in cursive script that reads "Geri C. Larson".

Geri C. Larson  
Legislative Projects Manager  
Statewide Support Services  
(302) 760-2759  
[Geri.Larson@state.de.us](mailto:Geri.Larson@state.de.us)

GCL  
Enclosure  
cc: T201609602, Project File



**AGREEMENT  
MISCELLANEOUS TRANSPORTATION PROJECTS  
CITY OF SEAFORD  
SUSSEX COUNTY**

**RECEIVED  
JUL 13 2017  
M&O SUPPORT SERVICES**

This **AGREEMENT** made this 23<sup>rd</sup> day of July 2017 <sup>su 2/21/17</sup> by and between the state of Delaware, Department of Transportation, acting by and through the Community Transportation Fund (CTF) Coordinator, (hereinafter referred to as "**DeIDOT**"), as party of the first part, and the City of Seaford, acting by and through David Genshaw, Mayor (hereinafter referred to as "**CITY**"), as party of the second part.

**WITNESSETH:**

**WHEREAS**, **DeIDOT's** Annual Capital Improvement Program as approved in the FY17 Bond Bill, provides funding in the amount of Forty Five Thousand Dollars (\$45,000) for the following Drainage Project:

1	\$45,000	City Of Seaford - Porter Street From Porter Street To Porter Street (Short.D. Richardson)
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**WHEREAS**, the purpose of these monies is to provide for improvements to transportation related projects dedicated to public use in the **CITY**, and

**WHEREAS**, these improvements fall within the jurisdictional provinces of **CITY** rather than the **DeIDOT**.

Now therefore, **DeIDOT** and **CITY**, for and in consideration of the mutual covenants hereinafter stipulated to be kept and performed, agree as follows:

**SECTION I**

**CITY** shall be fully responsible for complying with all relevant state, federal and local laws, for example Americans with Disability Act compliance and federal requirements in relation to railroad crossings.

**SECTION II**

**CITY** agrees to the following terms:

- A. **DeIDOT** is not responsible for the maintenance of the improvements which are the subject of this agreement.
- B. These funds will only be expended for the projects previously noted in this agreement. Any changes to the scope of work, location or cost of the project will require an amendment to the agreement.
- C. **CITY** will comply with their **CITY** charter or ordinances regarding advertising and awarding contracts. If there are no such provisions, **CITY** will comply with state procurement laws for these projects. Prevailing wage rates under 29 Del.C. Section 6960 must be used unless the project is funded 100% with Community Transportation Fund or funded 100% with Municipal Street Aid funds. See 29 Del. C. § 6960(m).
- D. **DeIDOT** will forward the fully executed agreement once **DeIDOT** has established a purchase order. Receipt of the fully executed agreement will act as Notice to Proceed. The balance of the project's funding will be transferred to the **CITY** once **DeIDOT** has received sufficient documentation to support payment. **CITY** shall bill **DeIDOT** on a regular schedule.
- E. **CITY** will maintain accurate records of the expenditure of these funds by separate fiscal years and will advise **DeIDOT** in writing when the project(s) is completed and return any unused funds to **DeIDOT** within 90 days of completion of project (s). All records pertaining to the projects listed in this agreement must be kept until a final audit has been performed.
- F. **DeIDOT** may audit expenditures subject to this agreement.

**DeIDOT** and the **CITY** agree that this agreement is the entire and complete Agreement between the parties and that no alterations, modifications or amendments of

this Agreement shall be made or deemed valid unless approved in writing and signed by both parties.

**IN WITNESS THEREOF**, the parties hereunto have caused this Agreement to be executed in quadruplicate, the day and year first above written. This agreement may be executed in counterparts, each of which shall be an original, and such counterparts shall be construed together as one instrument.

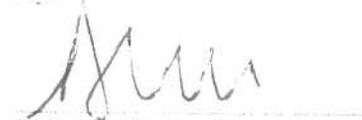
**DEPARTMENT OF TRANSPORTATION**

Approved as to form:



Amy Corbett  
Deputy Attorney General

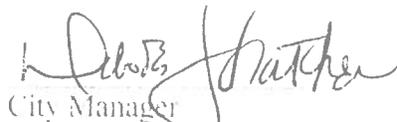
By:



Brian T. Urbanek  
CTF Coordinator

**CITY OF SEAFORD**

Approved as to form:



David Genshaw  
City Manager

By:



David Genshaw  
Mayor, City of Seaford

DATE: March 8, 2018  
TO: Charles D. Anderson, City Manager  
FROM: June Merritt, Director of Finance & HR  
RE: Recommendation – 2018 RFP Property Tax Reassessment

NB # 3  
3/13/18

On February 21, 2018, we received proposals for the reassessment of all properties located within the corporate limits of the City of Seaford for purposes of taxation. Upon reassessment each parcel will have a fair market value as of January 2, 2019, for the property tax billing in July 2019. All fieldwork shall be completed on or before January 1, 2019, with all review hearings and other work necessary to complete the project done by April 1, 2019. A proposal was received from PTA/DELVAL, Inc., our current vendor. No other bids were received.

Since PTA/DELVAL, Inc. is our current vendor and has been keeping our current records up to date while doing the quarterly new construction inspections, etc., he believes that a complete inspection and re-measurement of all existing structures will require unnecessary expenditure of time and man power. As such he has provided two pricing proposals.

Proposal A – Conforms with the RFP specifications in all respects inclusive of a complete inspection and re-measurement of all existing structures.

Price per parcel - \$68.50

Maximum Price Per Contract for General Reassessment (Estimated Parcels – 3,000)

- \$205,500.00

Additional Services – as stated in proposal (Same for Proposal A & Proposal B)

Proposal B – Each property will be visually reviewed in the field and only those found to have significant changes from our existing records will be fully re-measured and corrected.

Price per parcel - \$43.50

Maximum Price Per Contract for General Reassessment (Estimated Parcels – 3,000)

- \$130,500.00

Additional Services – as stated in proposal (Same for Proposal A & Proposal B)

Since our records have been kept up to date, I recommend awarding the proposal for reassessment to PTA/DELVAL, Inc. under Proposal B – visually reviewing each property in the field and only re-measuring and correcting only those found to have significant changes from our exiting records for a maximum price per contract for general reassessment of \$130,500.00.

NB  
3/13/12



**Western Sussex County F.O.P. Lodge #9**  
**P.O. Box 1137**  
**Seaford, Delaware 19973**

To Mayor and City Council,

On June 9<sup>th</sup> and 10<sup>th</sup> of 2018, Western Sussex County F.O.P. Lodge #9 will be hosting the 1<sup>st</sup> Annual Guns and Hoses Softball Tournament at the Jays Nest Sports Complex in Seaford. The tournament will include police agencies, fire companies, emergency medical responders, and community created teams to raise money for Lodge #9.

F.O.P. Lodge #9 is a nonprofit organization that has provided aid to first responders, City of Seaford employees, and other community members in times of need. The F.O.P. also distributes child identity kits and a yearly scholarship to eligible recipients. The Western Sussex Lodge does not do any collective bargaining for the officers of the Seaford Police Department or any other departments. This softball event is expected to be the primary fundraising event for the F.O.P and allow the organization to continue its charitable activities throughout the year.

Slow pitch softball is a popular fundraising event in the area and has seen the Seaford Volunteer Fire Department host several successful tournaments over the last few years at the same location. As such, the expectation for the serving of alcoholic beverages is prevalent among many recreational players. Members of the F.O.P. have already established an agreement for 16 Mile Brewery in Georgetown to provide licensed bartenders and beer distribution for the event pending approval by the city. 16 Mile has agreed to donate a portion of their proceeds to the F.O.P. and have been a great community representative since they were founded. As the sole provider of alcoholic beverages on site, 16 Mile is uniquely suited to serve and monitor the consumption of alcohol on the property.

This tournament will have a live radio broadcast from several local radio stations. Community members will have an opportunity to meet and socialize with their local police officers, fire fighters, and emts. It is the belief of Lodge #9 that this event would be a huge boost to relations between first responders and community members of the Seaford area.

Western Sussex F.O.P. Lodge #9 is requesting from Mayor and City Council a waiver allowing 16 Mile Brewery to serve beer for the duration of the tournament.

Your consideration is greatly appreciated.

Frank Bradley  
Softball Committee Member

Tyler Justice  
Softball Committee Member



NB# 5  
3/13/18

## Memorandum

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To: Mayor & Council

From: Trisha Newcomer, Economic Development/Information Technology Manager

Date: March 8, 2018

RE: Structural Feasibility Survey

In November, the Mayor and myself met with a group of interested agencies, with regard to the potential uses of the former Manlove Auto Parts building on Front Street. Many thoughts and concepts were considered as to what reuse of this property could look like and how could it benefit the community as whole. The property is located within our Downtown Development District and its redevelopment could be a catalyst to promote improvements along the Front Street Corridor.

No decisions were made as to a path forward because the structural integrity and viability of the building were in question, due to the length of its vacancy. We mentioned that due to the positive impact the potential repurpose concepts could have, we would approach City Council for approval to have our engineer, GMB, do a cursory general structural condition survey. We did reach out to our engineer, Mrs. Judy Schwartz for a fee estimate to do this type of survey. She provided us with an estimate of \$1700 base on hourly rates, with an additional \$50 estimate for reimbursable expenses. NOTE: We would need to obtain approval from the current property owner to do this survey. Should we not be receive approval, the work will not take place.

Once a survey is completed, the group agreed to meet again and hopefully develop a concept and path forward.

In an effort to be proactive and help promote the redevelopment/repurposing of an underutilized deteriorating building, it is my recommendation to approve moving forward with a cursory general structural condition survey of the former Manlove Auto Parts building on Front Street.



**GENERAL CONDITIONS**  
(Effective July 1, 2015)

**AGREEMENT**

The term "Agreement" refers to the undertaking by George, Miles & Buhr, LLC ("GMB") to perform Services described in the attached Proposal and these General Conditions. The Agreement shall become effective upon acceptance by Client of the attached Proposal and General Conditions, which when acknowledged in writing, are authorization to proceed. The Agreement is between Client and GMB, and their respective partners, divisions, affiliates, members, successors and assigns, both of whom promise not to transfer or assign any interest in the Agreement without the other party's written consent. The Agreement supersedes all prior written proposals or negotiations and is conditioned upon Client's acceptance of these General Conditions. No modification of the terms of the Agreement or General Conditions shall be valid unless authorized in writing by both parties. If additional services are required by Client, GMB will provide the services when authorized in writing and documented to do so by Client.

**FEES, RETAINER**

Any estimate of the fees and expenses that GMB expects to incur in providing Client with services outlined in the attached Proposal is not a maximum or lump sum fee. Client understands and agrees that the final billing may be more or less than the estimate. Fees for services will be adjusted if there are changes to the scope or schedule, as defined in the Proposal including supporting drawings, schedules and exhibits. If GMB does not have an established relationship with the Client, a retainer will be requested approximating the value of services for a minimum of sixty (60) days and will be credited to the final invoice. A Schedule of Hourly Rates & Expenses is attached to and incorporated as part of the Proposal. Unless otherwise noted, all proposals are valid for a period of 90 days from the date of the proposal.

**INVOICES**

Invoices are due upon receipt. If an invoice is outstanding beyond thirty (30) days of the invoice date, interest will be charged at a rate of one percent (1%) per month and GMB reserves the right to stop providing services and to withdraw all permit applications. Further, if GMB has to refer any delinquent billing to an attorney for collection, Client agrees to pay GMB its reasonable attorney's fees and expenses of collection, to include, without limitation, all litigation related expenses and expert witness fees, plus 25%.

**EXPENSES**

Client agrees to pay GMB for internal expenses in accord with Schedule of Hourly Rates and Expenses charged for those items that are specific to the project, including, but not limited to, subcontracted consultants, permit fees, reproduction expenses, renderings, models, etc. GMB will invoice external expenses at cost plus 10%.

**LIABILITY & CLAIMS**

Client agrees to limit GMB's liability related to errors and omissions to an amount not to exceed the total fee for the project or GMB's available liability insurance coverage for that year, whichever is less. GMB will not be responsible for any liabilities arising from Client's negligent acts or errors, or from any entity whose conduct is not subject to GMB's control.

Client acknowledges the inherent risks associated with construction. GMB will provide services with a standard of care exercised by licensed architects and engineers. At least 30 days prior to making any claim against GMB, Client agrees to give GMB a Certificate of Merit issued by an architect or engineer, licensed by an architect or engineer, licensed by the state in which the project is located, specifically describing every error or omission which the issuer believes to

be a violation of the standard of care. If Client makes a claim or brings legal action against GMB for any services under this Agreement, and fails to prevail, Client agrees to pay all legal and other expenses incurred by GMB in its defense, including, but not limited to, attorney's fees, court costs, expert witness fees, etc.

**INSTRUMENTS OF SERVICE**

All work products, including those in electronic form, prepared by GMB and GMB's consultants are Instruments of Service for use solely with respect to this project. The Client shall be permitted to authorize Contractor, Subcontractors and material or equipment suppliers to reproduce applicable portions of the Instruments of Service appropriate to and for use in their execution of the work. Any unauthorized use of the Instruments of Service shall be at the Client's sole risk and without liability to GMB and GMB's consultants. No alterations shall be made to the Instruments of Service by the Client and/or any representative of the Client without the written permission of GMB and GMB's consultants. Copies of electronic media, if requested and approved, will be invoiced to the Client and due upon receipt.

**APPROVALS**

GMB has no control over governments and their agencies in granting approvals. Therefore, GMB cannot guarantee the timeframe for, or the cost of services incidental to, obtaining approvals from governments or governmental agencies. If the type or level of services as originally defined are revised or changed during our assignment, the fee for our services from that point forward will be subject to negotiation.

**TERMINATION/SUSPENSION OF WORK**

Client or GMB each may terminate the Agreement with fifteen (15) calendar days written notice; Client agrees to pay for all services provided by GMB up to the date of termination. Project delays and suspension of the project for more than 30 days, may result in additional cost to resume work. Client agrees to pay such costs before work resumes if said delays are attributable to the Client.

**CONSTRUCTION SAFETY**

Client agrees to require general or subcontractor to indemnify, defend and hold GMB harmless against claims arising from unsafe site conditions.

**CONSTRUCTION ESTIMATES**

GMB has no control over the cost of labor, materials, equipment and services provided by others or over the contractor's methods of determining prices and does not warrant or guarantee construction estimates.

**CONSTRUCTION SCHEDULES**

GMB has no control over the means, methods and techniques of construction employed by contractors, the timing of government approvals or the delivery of materials and equipment. The Client agrees that any construction schedule prepared by GMB is approximate and will not be the basis for a claim.

**HAZARDOUS MATERIALS**

Client agrees to defend, indemnify and hold GMB harmless for any and all liabilities, claims, costs and expenses, including, but not limited to, litigation expenses, attorney's fees, and expert witness fees, which relate in any way to the presence of any hazardous or toxic materials on the project.

**GOVERNING LAWS; VENUE**

The Agreement shall be interpreted in accordance with the laws of the State of Maryland. The venue for any dispute arising out of the Agreement shall be, at the sole discretion of GMB, the Circuit Court for Wicomico County, Maryland or the federal courts within the State of Maryland.

**SCHEDULE OF HOURLY RATES & EXPENSES**

**HOURLY RATES**

Effective January 1, 2018

CLASSIFICATION	HOURLY RATE
Senior Project Director	\$ 175.00 - \$ 200.00
Project Director	\$ 150.00 - \$ 175.00
Senior Project Manager	\$ 125.00 - \$ 150.00
Project Manager	\$ 105.00 - \$ 135.00
Assistant Project Manager	\$ 105.00 - \$ 125.00
Senior Project Engineer/Architect/Landscape Arch	\$ 105.00 - \$ 125.00
Project Engineer/Architect/Landscape Arch	\$ 95.00 - \$ 120.00
Graduate Engineer/Architect/Landscape Arch	\$ 85.00 - \$ 115.00
Senior Designer	\$ 80.00 - \$ 120.00
Designer	\$ 65.00 - \$ 90.00
CADD Operator	\$ 60.00 - \$ 75.00
Construction Representative	\$ 80.00 - \$ 110.00
Resident Project Representative (RPR)	\$ 55.00 - \$ 100.00
Project Coordinator	\$ 65.00 - \$ 90.00
Surveyor	\$ 95.00 - \$ 125.00
Survey Crew Chief	\$ 70.00 - \$ 110.00
Survey Technician	\$ 40.00 - \$ 70.00
Administrative/IT Support	\$ 40.00 - \$ 85.00
GIS Specialist	\$ 60.00 - \$ 85.00
Senior Technician	\$ 50.00 - \$ 90.00
Technician	\$ 30.00 - \$ 50.00

**EXPENSES**

All items per each, unless noted.

Internal:

Photocopies:	
Black & White	\$ 0.20
Color	\$ 0.50
Prints/Plots:	
Black & White/Color	\$ 0.50 /s.f.
Mylar	\$ 2.00 /s.f.
Travel:	
Mileage	\$ 0.545/mile*
Subsistence (Meals & Lodging)	At Actual Cost
Overnight/Immediate Delivery	At Actual Cost
Survey Crew Rates	
2 person crew	\$ 130.00/hour
3 person crew	\$ 150.00/hour
Other:	
Electronic Media Copies/Transfers/File	\$ 300.00/file
Website Project File Sharing	\$ 1.00/MB/month
Construction Management Software	\$ 200.00/month
Surveying Equipment/Total Station Only	\$ 35.00 /day
Surveying Equipment/Total Station + GPS Unit	\$ 150.00 /day

\* To be adjusted annually on January 1, in accordance with the Internal Revenue Service Directives



## Memorandum

NB# 8  
3/13/18

To: Mayor & Council

From: Trisha Newcomer, Economic Development/Information Technology Manager

Date: March 8, 2018

RE: Removal of Fiber Optic Cable from Power Plant

As Council is aware, the City settled on and sold the former Power Plant along Water Street. Currently, our fiber loop, which transports data for our network and the Hospital's network is located at this facility and needs to be removed. We have met with the Hospital and will be coordinating the work to be done with them as well.

This work is out of the prevue of our crews. For this type of work, we have reached out to Under/Comm, who has done our fiber work for us in the past, to give us a quote to do the removal, necessary splicing and terminations. They provided us a quote to complete the work in the amount of \$12,666.40.

It is my recommendation to have Under/Comm complete this necessary work. This would be a non-budgeted expense, but funding is available in Electric Professional Services to cover this cost.

NB# 8  
3/13/18

**Under/Comm**

198 Mullet Run St.  
Milford, DE 19963  
Phone: 302.424.1554  
Fax: 302.424.4478

**QUOTE**

**Number:** Q6218  
**Date:** 2/20/2018  
**Account No:** SEA008  
**Prepared For:** Gary Andrews  
**Terms:**  
**Reference:**

**Billing Address**

City Of Seaford  
PO Box 1100  
Seaford, DE 19973

**Service Address**

City Of Seaford  
PO Box 1100  
Seaford, DE 19973

**REQUEST**

This proposal includes all labor and materials associated with removing the fiber optic cable from the Power Plant.

**SCOPE OF WORK**

City Hall

Terminate 72 strands of the 96-strand cable from the West in new splice cassettes in new cabinets in the basement.

Terminate 72 strands of the 96-strand cable from the East in new splice cassettes in new cabinets in the basement.

Splice 24 strands of the 96-strand cable for the Hospital in new splice cassettes.

Pine & King Sts.

Remove the existing 48-strand cable from the existing splice case and splice all 96 strands straight through.

Market & Water Sts.

Splice the 96-strand cable removed from the Power Plant to the new extended 96-strand cable.

All terminations in City Hall will be fusion spliced pigtailed with SC connectors.

**TERMS AND CONDITIONS**

All labor and materials provided by Under/Comm, Inc. will be warranty for a period of one year from the date of installation. This warranty does not cover abuse, neglect, acts of nature and/or acts of man.

If not accepted, this proposal may be withdrawn without notice after 60 days.

Accepted By \_\_\_\_\_

**Total: \$12,666.40**