

AGENDA
REGULAR MEETING OF THE MAYOR AND COUNCIL
June 25, 2024
SEAFORD CITY HALL - 414 HIGH STREET

The meeting will be streamed via live feed.

To view a live meeting visit one of the links below:

- On our website: www.seafordde.com/meetinglivefeed
- On Facebook: www.Facebook.com/cityofseaford
- On YouTube:
<http://www.youtube.com/c/CityofSeafordDe19973>

To view this meeting agenda and supporting documentation visit our website:

www.seafordde.com/government/mayor_council/council_agendas_minutes

Comments and questions may be emailed to:

Councilinfo@seafordde.com

6:00 P.M. - Seaford Police Department K9 team, Corporal Cody Mathews and K9 Elk will be present the rear parking lot of City Hall for a demonstration.

7:00 P.M. - Mayor MacCoy calls the Regular Meeting to order.

- Invocation
- Pledge of Allegiance to the Flag of the United States of America.
- Changes to the agenda for this meeting.
- Approval of minutes of the regular meeting on June 11, 2024.
- Approval of budget workshop meeting #3 on June 4, 2024.

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

PUBLIC COMMENT:

1.

CORRESPONDENCE:

1.

AGENDA

REGULAR MEETING OF THE MAYOR AND COUNCIL

June 25, 2024

7:05 PUBLIC HEARING:

1. Seaford Commercial 28 LLC., property owner of 1023 W Stein Hwy, Tax map and parcel # 531-10.00-218.00,219.00,219.01 and 531-13.50-92.00, is seeking a Final Site Plan review for the renovations and development of the large vacant shopping center.
2. Seaford Preservation Associates LLC., property owner of 1 Dutton Ave., Tax map and parcel # # 331-5.00-50.02, is seeking a subdivision of property into two lots.
3. Amendment to Chapter 15 of the Municipal Code of Seaford Delaware adding §15-29(b) Prohibited Uses and § 15-40A(5). Relating to Adult Use Retail Marijuana Stores.

NEW BUSINESS:

1. Chief of Police Marshall Craft to present information related to the Department's K9 team - training, patrol, tracking, tracing, crowd control and narcotics capabilities.
2. Bids - Western Sussex Business Campus Phase II.
3. Present for approval a proposal from the City Engineer George, Miles and Buhr for Construction Administration Services for the Western Sussex Business Campus Phase II project.
4. Present for approval City of Seaford appointments for Records Officers and Authorized Agents for FY25 to the Delaware Public Archives.
5. Mayor MacCoy to present for approval his recommendations for various committee appointments.
6. Present for approval a Fiber Use License Agreement between the City of Seaford and TidalHealth Nanticoke for fiber optic network leasing.
7. Present for approval Resolution R2-2024 that would authorize the installation of an all-way stop at the intersection of Bridgeville Highway and Virginia Avenue.

AGENDA

REGULAR MEETING OF THE MAYOR AND COUNCIL

June 25, 2024

OLD BUSINESS:

1. Present for a second reading changes to Section 15-29 (b), 15-40 and 15-40A (5) of the Municipal Zoning Code to restrict the sale of adult use cannabis to C-2 Highway Commercial zoning districts with a maximum of two locations.

REMINDER OF MEETINGS & SETTING NEW MEETINGS:

1. City Offices and Utility Divisions will be closed July 4, 2024, in observance of the Fourth of July Holiday.

LIAISON REPORTS:

1. Public Works & WWTF – Councilwoman Stephanie Grassett
2. Police & Fire – Councilman Dan Henderson
3. Administration – Councilman Orlando Holland
4. Electric – Councilman Mike Bradley
5. Code, Parks and Recreation – Councilman Alan Quillen

Mayor MacCoy 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))

Date Posted: 06/17/2024 Revised Version: 06/20/2024

Posted by: BS

ORDINANCE #2024-03

BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF SEAFORD, an ordinance to amend Chapter 15, of the Municipal Code of Seaford, Delaware relating to "Zoning", in the manner following, to wit:

Chapter 15, of the Municipal Code of Seaford, Delaware is hereby amended by adding §15-29(b) Prohibited Uses and § 15-40A(5), to read as shown on the following pages.

/ /2024	Date of First Reading
/ /2024	Date of Second Reading & Adoption
--/--/2024	Date of Advertisement
--/--/2024	Date the Ordinance is Effective

CITY OF SEAFORD

By: _____
Mayor

Witness: _____

Attest: _____
City Manager

NP# 3
5/20/24
P.H# 3
6.25.24
OB# 1
6.25.24

ARTICLE 3. COMMERCIAL DISTRICTS.

Division 1. C-1 General Commercial Districts.

Sec. 15-29. Uses by Right.

(b) Prohibited Uses.

(a) Any use which is not an authorized use by right, shall be prohibited in a C-1 district, including but not limited to the following:

(1) Marijuana cultivation facilities, marijuana product manufacturing facilities, marijuana testing facilities, and retail adult use marijuana stores. (Medical marijuana facilities shall be permitted)

Division 2. C-2 Highway Commercial District.¹

Sec. 15-40A. Uses by Special Exception.

(5) Adult use retail Marijuana Store, pursuant to a valid license duly issued by the State of Delaware, pursuant to Title IV, Delaware Code, Chapter 13, and removal of marijuana and its related derivatives from the schedule 1 designation at the Federal level by necessary act of the Federal Government. All facilities will be subject to the following special requirements:

- (a) Adult use dispensaries in the City of Seaford must maintain a minimum distance of two thousand feet from schools, libraries, public parks, childcare centers, playgrounds, and pre-existing dispensaries.
 - (b) The exterior appearance of the structure must be consistent with the general architectural characteristics of the surrounding area.
 - (c) Hours of operation shall be limited to 7:00 a.m. to 8:00 p.m., Monday through Friday; 10:00 a.m. to 5:00 p.m. on Saturday, and no retail operations may take place on Sundays.
 - (d) Lighting shall be required such that will illuminate the retail store, its immediate surrounding area, any accessory uses including storage areas, the parking lot(s), its front facade, and any adjoining public sidewalk. Lighting shall be hooded or oriented so as to deflect light away from adjacent properties.
 - (e) The owner(s) shall remove graffiti from the premises within 24 hours of its occurrence.
 - (f) The owner(s) shall provide for removal of litter twice each day of operation from, and in front of the premises.
 - (g) The owner(s) and operator(s) shall ensure the absence of loitering.
 - (h) Signs.
 - i. Exterior signage shall be restricted to a single ground or wall sign no larger than 36 square feet, and a single tenant pylon panel sign, in conformity with the style, character, and size of existing pylon signage at the property.
 - ii. Content and graphics of all signage shall be in compliance with any applicable regulations issued by the State of Delaware regarding signage for retail marijuana establishments.
 - (i) No outdoor seating areas shall be permitted at an adult use retail Marijuana Store.
 - (j) The facility operator shall submit for approval a detailed security plan for the facility that shall include, product storage and security, surveillance provisions, employment verification, on-site security guards and other measures to be implemented by the operator.
 - (k) The facility shall fully comply with all other requirements of the City of Seaford and the laws and regulations of the State of Delaware.
-

- (l) No more than two State-licensed adult use retail Marijuana Store may operate within City limits.
- (m) No on-site cannabis consumption shall be permitted.
- (n) All facilities must be issued a license to operate by the City of Seaford annually. This license shall be displayed in the facility.

ARCHITECTS
ENGINEERS

400 HIGH STREET
SEAFORD, DE 19973
PH: 302.628.1421
PH: 800.789.4462
seaford@gmbnet.com

SALISBURY
BALTIMORE
SEAFORD
LEVES
OCEAN VIEW

www.gmbnet.com

JAMES H. WILLEY, JR., P.E.
CHARLES M. O'DONNELL, III, P.E.
A. REGGIE MARINER, JR., P.E.
JAMES C. HOAGESON, P.E.
STEPHEN L. MARSH, P.E.
DAVID A. VANDERBEEK, P.E.
ROLAND E. HOLLAND, P.E.
JASON M. LYTLE, P.E.
CHRIS B. DERBYSHIRE, P.E.
MORGAN H. HELFRICH, AIA
KATHERINE J. MCALLISTER, P.E.
W. MARK GARDOCKY, P.E.
ANDREW J. LYONS, JR., P.E.

PETER A. BOZICK, JR., P.E.
JUDY A. SCHWARTZ, P.E.
W. BRICE FOXWELL, P.E.

JOHN E. BURNSWORTH, P.E.
VINCENT A. LUCIANI, P.E.
AUTUMN J. BURNS
CHRISTOPHER J. PFEIFER, P.E.
BENJAMIN K. HEARN, P.E.

June 25, 2024

City of Seaford
414 High Street
Seaford, DE 19973

Attn: Charles Anderson
City Manager

Re: Western Sussex Business Campus – Phase 2A
Seaford, Delaware
GMB File No. R210189

Dear Mr. Anderson:

Bids for the referenced project were opened at the City of Seaford Council Chambers at 11:00 a.m. on Friday, June 7, 2024. A copy of the Bid Opening Summary, Detailed Bid Tabulation, and copies of the three (3) bids received are enclosed for your files.

The lowest total base bid (Schedule A + B) was received from Teal Construction, Inc. in the amount of \$3,160,160.00. Add Alternate Bid Schedule C was in the amount of \$176,176.00 and incorporates extending Prosperity Way approximately 500' into the scope of work. Teal Construction's Total Bid for the project, including the Add Alternate, was also the lowest Total Bid received and was in the amount of \$3,336,336.00.

GMB has reviewed the low bid proposal and found it to contain all required documentation. Additionally, the Total Bid including Add Alternate 1 is within the City's budgeted amount for this project.

Accordingly, GMB recommends an award to Teal Construction, Inc. in the amount of \$3,336,336.00, which includes the Total Base Bid (Schedules A + B) and Add Alternate Bid Schedule C, for a contract duration of 385 calendar days.

If you have any questions, please do not hesitate to contact me at 302.628.1421. Thank you.

Sincerely,



Benjamin Hearn, P.E.
Project Manager

Enclosures

NB#2
6/25/24



BID RESULTS

PROJECT NAME: Western Sussex Business Campus Ph 2A
City of Seaford, Delaware
GMB JOB NO.: 210189
BIDS OPENED: June 7, 2024
TIME: 11:00 a.m.

	Contractor	Addenda			Bid Bond	Part A Base Bid	Part B Contingent Bid Items	Part C Add Alternate 1	Total Base Bid (Bid Parts A+B)
		1	2	3					
1	JJID	Y	Y	Y	Y	3,286,000.00	\$108,500.00	\$211,260.00	\$3,394,500.00
2	George & Lynch	Y	Y	Y	Y	\$3,300,160.42	\$143,555.00	\$174,157.42	\$3,443,715.42
3	Teal	Y	Y	Y	Y	\$3,042,670.00	\$117,490.00	\$176,176.00	\$3,160,160.00



GEORGE, MILES & BUHR, LLC

Tabulation of Bids

PROJECT NAME: Western Sussex Business Campus Phase 2A
City of Seaford, Delaware

GMB JOB NO.: 210189

BID OPENING: June 7, 2024 at 11:00 a.m.

Schedule A:			Engineers Estimate				Teal		JJID		George & Lynch	
Item	Description	Size	Unit	Est. Quantity	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
A1	Mobilization	-	LS	1	\$ 235,145.00	\$ 235,145.00	\$ 118,682.00	\$ 118,682.00	\$ 290,000.00	\$ 290,000.00	\$ 253,000.00	\$ 253,000.00
A2	Furnish & Install Erosion and Sediment Control Measures	-	LS	1	\$ 35,000.00	\$ 35,000.00	\$ 62,000.00	\$ 62,000.00	\$ 80,000.00	\$ 80,000.00	\$ 86,775.00	\$ 86,775.00
A3	Furnish & Install C-900 PVC Water Main	10"	LF	2,125	\$ 80.00	\$ 170,000.00	\$ 78.00	\$ 165,750.00	\$ 85.00	\$ 180,625.00	\$ 79.85	\$ 169,681.25
A4	Furnish & Install C-900 PVC Water Main	8"	LF	365	\$ 70.00	\$ 25,550.00	\$ 87.00	\$ 31,755.00	\$ 75.00	\$ 27,375.00	\$ 124.00	\$ 45,260.00
A5	Furnish & Install Gate Valve with Valve Boxes complete in place	10"	EA	3	\$ 4,000.00	\$ 12,000.00	\$ 4,963.00	\$ 14,889.00	\$ 5,000.00	\$ 15,000.00	\$ 5,067.00	\$ 15,201.00
A6	Furnish & Install Gate Valve with Valve Boxes complete in place	8"	EA	10	\$ 2,800.00	\$ 28,000.00	\$ 3,266.00	\$ 32,660.00	\$ 4,000.00	\$ 40,000.00	\$ 3,840.00	\$ 38,400.00
A7	Furnish & Install 6" Valve and Hydrant including 6" Lead	6"	EA	4	\$ 9,000.00	\$ 36,000.00	\$ 10,074.00	\$ 40,296.00	\$ 12,000.00	\$ 48,000.00	\$ 11,380.00	\$ 45,520.00
A8	Furnish & Install Tapping Tee and Valve	12"x10"	EA	1	\$ 11,500.00	\$ 11,500.00	\$ 14,900.00	\$ 14,900.00	\$ 25,000.00	\$ 25,000.00	\$ 12,675.00	\$ 12,675.00
A9	Furnish & Install Insertion Valve	12"	EA	2	\$ 25,000.00	\$ 50,000.00	\$ 28,985.00	\$ 57,970.00	\$ 20,000.00	\$ 40,000.00	\$ 24,120.00	\$ 48,240.00
A10	Furnish & Install SDR 35 PVC Sewer Main	10"	LF	4,144	\$ 200.00	\$ 828,800.00	\$ 195.00	\$ 808,080.00	\$ 130.00	\$ 538,720.00	\$ 197.00	\$ 816,368.00
A11	Furnish & Install Cased Sewer Main via Jack and Bore	20"/10"	LF	82	\$ 2,500.00	\$ 205,000.00	\$ 1,000.00	\$ 82,000.00	\$ 1,250.00	\$ 102,500.00	\$ 2,315.00	\$ 189,830.00
A12	Furnish & Install Standard Sewer Precast Manhole	4' Dia	VF	191	\$ 750.00	\$ 143,250.00	\$ 590.00	\$ 112,690.00	\$ 600.00	\$ 114,600.00	\$ 600.00	\$ 114,600.00
A13	Furnish & Install Manhole Frame and Cover	-	EA	13	\$ 800.00	\$ 10,400.00	\$ 1,175.00	\$ 15,275.00	\$ 500.00	\$ 6,500.00	\$ 2,000.00	\$ 26,000.00
A14	Furnish & Install 6" PVC Sewer Lateral including cleanout & wye	-	EA	9	\$ 2,000.00	\$ 18,000.00	\$ 3,022.00	\$ 27,198.00	\$ 4,000.00	\$ 36,000.00	\$ 2,775.00	\$ 24,975.00
A15	Furnish & Install HDPE Storm Drain	18"	LF	50	\$ 60.00	\$ 3,000.00	\$ 70.00	\$ 3,500.00	\$ 80.00	\$ 4,000.00	\$ 75.00	\$ 3,750.00
A16	Furnish & Install HDPE Storm Drain	24"	LF	352	\$ 80.00	\$ 28,160.00	\$ 120.00	\$ 42,240.00	\$ 85.00	\$ 29,920.00	\$ 80.00	\$ 28,160.00
A17	Furnish & Install HDPE Storm Drain	36"	LF	1,175	\$ 85.00	\$ 99,875.00	\$ 164.00	\$ 192,700.00	\$ 125.00	\$ 146,875.00	\$ 122.00	\$ 143,350.00
A18	Furnish & Install HDPE Storm Drain	42"	LF	213	\$ 100.00	\$ 21,300.00	\$ 265.00	\$ 56,445.00	\$ 160.00	\$ 34,080.00	\$ 154.00	\$ 32,802.00
A19	Furnish & Install RCP Storm Drain	36"	LF	214	\$ 250.00	\$ 53,500.00	\$ 347.00	\$ 74,258.00	\$ 200.00	\$ 42,800.00	\$ 184.00	\$ 39,376.00
A20	Furnish & Install RCP Storm Drain	42"	LF	154	\$ 280.00	\$ 43,120.00	\$ 486.00	\$ 74,844.00	\$ 250.00	\$ 38,500.00	\$ 242.00	\$ 37,268.00
A21	Furnish & Install Standard Storm Water Precast Structure	48"x48"	VF	33	\$ 900.00	\$ 29,700.00	\$ 1,193.00	\$ 39,369.00	\$ 1,500.00	\$ 49,500.00	\$ 797.00	\$ 26,301.00
A22	Furnish & Install Catch Basin including frame & grate	66"x66"	VF	11	\$ 1,200.00	\$ 13,200.00	\$ 1,160.00	\$ 12,760.00	\$ 1,200.00	\$ 13,200.00	\$ 1,141.00	\$ 12,551.00
A23	Furnish & Install Standard Storm Water Precast Manhole	4' Dia	VF	6	\$ 850.00	\$ 5,100.00	\$ 812.00	\$ 4,872.00	\$ 700.00	\$ 4,200.00	\$ 785.00	\$ 4,710.00



GEORGE, MILES & BUHR, LLC

Tabulation of Bids

PROJECT NAME: Western Sussex Business Campus Phase 2A
City of Seaford, Delaware

GMB JOB NO.: 210189

BID OPENING: June 7, 2024 at 11:00 a.m.

A24	Furnish & Install Standard Storm Water Precast Manhole	5' Dia	VF	12	\$	950.00	\$	11,400.00	\$	1,000.00	\$	12,000.00	\$	750.00	\$	9,000.00	\$	761.00	\$	9,132.00
A25	Furnish & Install Catch Basin including Frame & Grate	34"x24"	VF	15	\$	800.00	\$	12,000.00	\$	947.00	\$	14,205.00	\$	1,200.00	\$	18,000.00	\$	720.00	\$	10,800.00
A26	Furnish & Install Catch Basin including Frame & Grate	48"x48"	VF	46	\$	900.00	\$	41,400.00	\$	1,200.00	\$	55,200.00	\$	3,000.00	\$	138,000.00	\$	973.00	\$	44,758.00
A27	Furnish & Install Tax Ditch crossing w/ 60" RCP	-	LS	1	\$	90,000.00	\$	90,000.00	\$	86,313.00	\$	86,313.00	\$	80,000.00	\$	80,000.00	\$	125,000.00	\$	125,000.00
A28	Install Stormwater Management Pond and Outlet Structure	-	LS	1	\$	200,000.00	\$	200,000.00	\$	129,000.00	\$	129,000.00	\$	200,000.00	\$	200,000.00	\$	170,000.00	\$	170,000.00
A29	Install Swale	-	LF	1,900	\$	17.00	\$	32,300.00	\$	21.00	\$	39,900.00	\$	10.00	\$	19,000.00	\$	14.18	\$	26,942.00
A30	Excavation and Embankment	-	LS	1	\$	190,000.00	\$	190,000.00	\$	56,800.00	\$	56,800.00	\$	200,000.00	\$	200,000.00	\$	79,800.00	\$	79,800.00
A31	Furnish & Place Graded Aggregate Base Course- Type B (Crusher Run)	9"	CY	1,431	\$	90.00	\$	128,790.00	\$	98.00	\$	140,238.00	\$	110.00	\$	157,410.00	\$	88.50	\$	126,643.50
A32	Furnish & Install Bituminous Concrete, Type B- Base course	2.5"	SY	5,463	\$	24.00	\$	131,112.00	\$	20.00	\$	109,260.00	\$	20.00	\$	109,260.00	\$	15.70	\$	85,769.10
A33	Furnish & Install PCC Type 3-6 Curb and Gutter in areas shown	-	LF	2,389	\$	35.00	\$	83,615.00	\$	26.00	\$	62,114.00	\$	40.00	\$	95,560.00	\$	28.42	\$	67,895.38
A34	Bituminous Concrete Sidewalk	2"	SY	1,074	\$	20.00	\$	21,480.00	\$	27.00	\$	28,998.00	\$	20.00	\$	21,480.00	\$	23.15	\$	24,863.10
A35	Shared use path areas	8"	CY	240	\$	90.00	\$	21,600.00	\$	254.00	\$	60,960.00	\$	110.00	\$	26,400.00	\$	180.00	\$	43,200.00
A36	Bituminous Concrete Sidewalk GABC- Shared use path areas	-	EA	4	\$	2,000.00	\$	8,000.00	\$	531.00	\$	2,124.00	\$	1,250.00	\$	5,000.00	\$	1,930.00	\$	7,720.00
A37	Furnish & Install DeDOT Modified Curb opening	-	EA	1	\$	5,000.00	\$	5,000.00	\$	5,310.00	\$	5,310.00	\$	11,000.00	\$	11,000.00	\$	12,546.00	\$	12,546.00
A38	Furnish & Install R1-1 Stop Sign w/ Street Name Blades w/ Breakaway post	-	EA	1	\$	500.00	\$	500.00	\$	1,180.00	\$	1,180.00	\$	1,200.00	\$	1,200.00	\$	1,050.00	\$	1,050.00
A39	Furnish & Install R1-1 Stop Sign w/ Breakaway post	-	EA	3	\$	500.00	\$	1,500.00	\$	708.00	\$	2,124.00	\$	800.00	\$	2,400.00	\$	630.00	\$	1,890.00
A40	Furnish & Install SR1-17- DE Sign w/ Breakaway post	-	EA	2	\$	500.00	\$	1,000.00	\$	708.00	\$	1,416.00	\$	750.00	\$	1,500.00	\$	630.00	\$	1,260.00
A41	Relocate Sign	-	EA	1	\$	300.00	\$	300.00	\$	295.00	\$	295.00	\$	400.00	\$	400.00	\$	263.00	\$	263.00
A42	Furnish & Install 16" wide Thermoplastic Stop Bar	-	EA	5	\$	500.00	\$	2,500.00	\$	586.00	\$	2,930.00	\$	600.00	\$	3,000.00	\$	525.00	\$	2,625.00
A43	Remove & Replace existing ADA Ramp	-	EA	5	\$	6,500.00	\$	32,500.00	\$	5,620.00	\$	28,100.00	\$	10,000.00	\$	50,000.00	\$	12,158.00	\$	60,790.00
A44	Furnish & Install ADA Ramp	-	EA	4	\$	6,000.00	\$	24,000.00	\$	6,022.00	\$	24,088.00	\$	8,000.00	\$	32,000.00	\$	10,523.00	\$	42,092.00
A45	Demolition and Installation of Sidewalk	-	LS	1	\$	7,500.00	\$	7,500.00	\$	16,500.00	\$	16,500.00	\$	20,000.00	\$	20,000.00	\$	11,082.00	\$	11,082.00
A46	Furnish & Install Thermoplastic Crosswalk	-	SF	600	\$	10.00	\$	6,000.00	\$	14.00	\$	8,400.00	\$	20.00	\$	12,000.00	\$	9.69	\$	5,814.00
A47	Furnish & Install Thermoplastic Arrow	-	EA	4	\$	300.00	\$	1,200.00	\$	593.00	\$	2,372.00	\$	250.00	\$	1,000.00	\$	709.00	\$	2,836.00
A48	PVC Conduit Crossing Installation	1.25"	LF	360	\$	20.00	\$	7,200.00	\$	11.00	\$	3,960.00	\$	12.00	\$	4,320.00	\$	16.75	\$	6,030.00
A49	PVC Conduit Crossing Installation	4"	LF	265	\$	30.00	\$	7,950.00	\$	28.00	\$	7,420.00	\$	15.00	\$	3,975.00	\$	26.25	\$	6,956.25
A50	PVC Conduit Crossing Installation	6"	LF	260	\$	40.00	\$	10,400.00	\$	30.00	\$	7,800.00	\$	20.00	\$	5,200.00	\$	26.95	\$	7,007.00
A51	Furnish & Install Bollard	-	EA	1	\$	1,000.00	\$	1,000.00	\$	1,415.00	\$	1,415.00	\$	1,500.00	\$	1,500.00	\$	1,697.00	\$	1,697.00
A52	Restoration	-	LS	1	\$	25,000.00	\$	25,000.00	\$	47,115.00	\$	47,115.00	\$	150,000.00	\$	150,000.00	\$	98,450.00	\$	98,450.00
	Subtotal - Schedule A				\$		\$	3,210,847.00	\$		\$	3,042,670.00	\$		\$	3,286,000.00	\$		\$	3,299,704.58



GEORGE, MILES & BUHR, LLC

Tabulation of Bids

PROJECT NAME: Western Sussex Business Campus Phase 2A
City of Seaford, Delaware

GMB JOB NO.: 210189

BID OPENING: June 7, 2024 at 11:00 a.m.

Schedule B: Contingent Items										
Item	Description	Size	Unit	Est. Quantity	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
B1	Excavation Below Subgrade	-	CY	1,500	\$ 35.00	\$ 52,500.00	\$ 18.00	\$ 27,000.00	\$ 5.00	\$ 7,500.00
B2	Furnishing & Placing Gravel Bedding	-	CY	250	\$ 110.00	\$ 27,500.00	\$ 30.00	\$ 7,500.00	\$ 75.00	\$ 18,750.00
B3	Furnishing & Placing Special Backfill	-	CY	1,750	\$ 40.00	\$ 70,000.00	\$ 30.00	\$ 52,500.00	\$ 25.00	\$ 43,750.00
B4	Misc. Excavation & Backfill	-	CY	500	\$ 63.00	\$ 31,500.00	\$ 25.00	\$ 12,500.00	\$ 10.00	\$ 5,000.00
B5	Furnishing & Placing Misc. 3000 psi Concrete	-	CY	40	\$ 550.00	\$ 22,000.00	\$ 236.00	\$ 9,440.00	\$ 300.00	\$ 12,000.00
B6	Secure Modified Proctor Tests	-	EA	3	\$ 600.00	\$ 1,800.00	\$ 450.00	\$ 1,350.00	\$ 500.00	\$ 1,500.00
B7	Secure Field Density Tests	-	EA	80	\$ 350.00	\$ 28,000.00	\$ 90.00	\$ 7,200.00	\$ 250.00	\$ 20,000.00
	Subtotal - Schedule B					\$ 233,300.00		\$ 117,490.00		\$ 108,500.00
										\$ 143,555.00

Schedule C: Add Alternate 1 - Commerce Run Ext.										
Item	Description	Size	Unit	Est. Quantity	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
C1	Excavation and Embankment	-	LS	1	\$ 50,000.00	\$ 50,000.00	\$ 15,392.00	\$ 15,392.00	\$ 40,000.00	\$ 40,000.00
C2	Furnish & Place Graded Aggregate Base Course- Type B (Crusher run)	9"	CY	748	\$ 90.00	\$ 67,320.00	\$ 98.00	\$ 73,304.00	\$ 110.00	\$ 82,280.00
C3	Furnish & Install Bituminous Concrete, Type B- Base Course	2.5"	SY	2,022	\$ 24.00	\$ 48,528.00	\$ 23.00	\$ 46,506.00	\$ 20.00	\$ 40,440.00
C4	Furnish & Install PCC Type 3-6 Curb and gutter in areas shown	-	LF	996	\$ 38.00	\$ 37,848.00	\$ 27.00	\$ 26,892.00	\$ 40.00	\$ 39,840.00
C5	Furnish & Install Curb opening	-	EA	2	\$ 2,500.00	\$ 5,000.00	\$ 531.00	\$ 1,062.00	\$ 1,250.00	\$ 2,500.00
C6	Install Swale	-	LF	620	\$ 20.00	\$ 12,400.00	\$ 21.00	\$ 13,020.00	\$ 10.00	\$ 6,200.00
	Subtotal - Schedule C					\$ 221,096.00		\$ 176,176.00		\$ 211,260.00
										\$ 174,157.72

Total Base Bid - Schedule A + B	\$ 3,444,147.00	\$ 3,394,500.00	\$ 3,443,259.58
Total - Schedule A + B + C	\$ 3,665,243.00	\$ 3,605,760.00	\$ 3,617,417.30

NOTE: Numbers in red represent corrected values.

Section 3 BID

WESTERN SUSSEX BUSINESS CAMPUS - PHASE 2A
FOR
CITY OF SEAFORD, DE

Date June 7, 2024

TO: CITY OF SEAFORD
CITY HALL
P.O. BOX 1100
414 HIGH STREET
SEAFORD DE 19973

Proposal of TEAL CONSTRUCTION, Inc. (hereinafter called
"BIDDER"), organized and existing under the laws of the State of DELAWARE
doing business as A CORPORATION (Insert "a corporation", "a partnership", or
"an individual" as applicable.) to the CITY OF SEAFORD (hereinafter called "OWNER").

In compliance with your Advertisement for Bids, BIDDER hereby proposes to perform all
WORK for WESTERN SUSSEX BUSINESS CAMPUS - PHASE 2A, in strict accordance with
the CONTRACT DOCUMENTS, within the time set forth therein, and at the prices stated
below.

By submission of this BID, each BIDDER certifies, and in the case of a joint BID each party
thereto certifies as to his own organization, that this BID has been arrived at independently,
without consultation, communication, or agreement as to any matter relating to his BID with any
other BIDDER or with any competitor.

BIDDER hereby agrees to commence WORK under this contract on or before a date to be
specified in the NOTICE TO PROCEED and to fully complete the PROJECT within 365
consecutive calendar days thereafter unless alternate schedules are awarded adding to the total
contract duration. BIDDER further agrees to pay liquidated damages, the sum \$750.00 for each
consecutive calendar day thereafter that he is in default in completing the Contract.

BIDDER acknowledges receipt of the following ADDENDUM

ADDENDUM # 1, DATED MAY 20, 2024

ADDENDUM # 2, DATED MAY 24, 2024

ADDENDUM # 3, DATED MAY 29, 2024

WESTERN SUSSEX BUSINESS CAMPUS - PHASE 2A
SEAFORD, DE

3.01 PART A - BASE BID

No.	Item	Size	Unit	Est. Qt.	Unit Price	Total Price
A-1	Mobilization	-	LS	1	\$ 118,682. ⁰⁰	\$ 118,682. ⁰⁰
A-2	Furnish & Install Erosion and Sediment Control Measures	-	LS	1	62,000. ⁰⁰	62,000. ⁰⁰
A-3	Furnish & Install C-900 PVC Water Main	10"	LF	2,125	78. ⁰⁰	165,750. ⁰⁰
A-4	Furnish & Install C-900 PVC Water Main	8"	LF	365	87. ⁰⁰	31,755. ⁰⁰
A-5	Furnish & Install Gate Valve with Valve Boxes complete in place	10"	EA	3	4,963. ⁰⁰	14,889. ⁰⁰
A-6	Furnish & Install Gate Valve with Valve Boxes complete in place	8"	EA	10	3,260. ⁰⁰	32,600. ⁰⁰
A-7	Furnish & Install 6" Valve and Hydrant including 6" Lead	6"	EA	4	10,074. ⁰⁰	40,296. ⁰⁰
A-8	Furnish & Install Tapping Tee and Valve	12"x10"	EA	1	14,900. ⁰⁰	14,900. ⁰⁰
A-9	Furnish & Install Insertion Valve	12"	EA	2	28,985. ⁰⁰	57,970. ⁰⁰
A-10	Furnish & Install SDR 35 PVC Sewer Main	10"	LF	4,144	195. ⁰⁰	808,080. ⁰⁰
A-11	Furnish & Install Cased Sewer Main via Jack and Bore	20" / 10"	LF	82	1,000. ⁰⁰	82,000. ⁰⁰
A-12	Furnish & Install Standard Sewer Precast Manhole	4' Dia	VF	191	590. ⁰⁰	112,690. ⁰⁰
A-13	Furnish & Install Manhole Frame and Cover	-	EA	13	1,175. ⁰⁰	15,275. ⁰⁰
A-14	Furnish & Install 6" PVC Sewer Lateral including Cleanout & Wye	-	EA	9	3,022. ⁰⁰	27,198. ⁰⁰
A-15	Furnish & Install HDPE Storm Drain	18"	LF	50	70. ⁰⁰	3,500. ⁰⁰

No.	Item	Size	Unit	Est. Qt.	Unit Price	Total Price
A-16	Furnish & Install HDPE Storm Drain	24"	LF	352	\$120. ⁰⁰	\$42,240. ⁰⁰
A-17	Furnish & Install HDPE Storm Drain	36"	LF	1,175	164. ⁰⁰	192,700. ⁰⁰
A-18	Furnish & Install HDPE Storm Drain	42"	LF	213	265. ⁰⁰	56,445. ⁰⁰
A-19	Furnish & Install RCP Storm Drain	36"	LF	214	347. ⁰⁰	74,268. ⁰⁰
A-20	Furnish & Install RCP Storm Drain	42"	LF	154	496. ⁰⁰	74,344. ⁰⁰
A-21	Furnish & Install Standard Storm Water Precast Structure	48"x48"	VF	33	1,193. ⁰⁰	39,369. ⁰⁰
A-22	Furnish & Install Catch Basin including Frame & Grate	66" x 66"	VF	11	1,160. ⁰⁰	12,760. ⁰⁰
A-23	Furnish & Install Standard Storm Water Precast Manhole	4' Dia.	VF	6	812. ⁰⁰	4,872. ⁰⁰
A-24	Furnish & Install Standard Storm Water Precast Manhole	5' Dia.	VF	12	1,000. ⁰⁰	12,000. ⁰⁰
A-25	Furnish & Install Catch Basin including Frame & Grate	34" x 24"	VF	15	947. ⁰⁰	14,205. ⁰⁰
A-26	Furnish & Install Catch Basin including Frame & Grate	48" x 48"	VF	46	1,200. ⁰⁰	55,200. ⁰⁰
A-27	Furnish and Install Tax Ditch Crossing w/ 60" RCP	-	LS	1	86,313. ⁰⁰	86,313. ⁰⁰
A-28	Install Stormwater Management Pond and Outlet Structure	-	LS	1	129,000. ⁰⁰	129,000. ⁰⁰
A-29	Install Swale	-	LF	1,900	21. ⁰⁰	39,900. ⁰⁰
A-30	Excavation and Embankment	-	LS	1	56,800. ⁰⁰	56,800. ⁰⁰
A-31	Furnish & Place Graded Aggregate Base Course - Type B (Crusher Run)	9"	CY	1,431	98. ⁰⁰	140,238. ⁰⁰
A-32	Furnish & Install Bituminous Concrete, Type B - Base Course	2.5"	SY	5,463	20. ⁰⁰	109,260. ⁰⁰

No.	Item	Size	Unit	Est. Qt.	Unit Price	Total Price
A-33	Furnish & Install PCC Type 3-6 Curb and Gutter in areas shown	-	LF	2,389	\$ 26. ⁰⁰	\$ 62,114. ⁰⁰
A-34	Bituminous Concrete sidewalk - shared use path areas	2"	SY	1,074	27. ⁰⁰	28,998. ⁰⁰
A-35	Bituminous Concrete sidewalk GABC - shared use path areas	8"	CY	240	254. ⁰⁰	60,960. ⁰⁰
A-36	Furnish & Install Curb Opening	-	EA	4	531. ⁰⁰	2,124. ⁰⁰
A-37	Furnish & Install DelDOT Modified Curb Opening	-	EA	1	5,310. ⁰⁰	5,310. ⁰⁰
A-38	Furnish & Install R1-1 Stop Sign w/ Street Name Blades w/ Breakaway post	-	EA	1	1,180. ⁰⁰	1,180. ⁰⁰
A-39	Furnish & Install R1-1 Stop Sign w/ Breakaway post	-	EA	3	708. ⁰⁰	2,124. ⁰⁰
A-40	Furnish & Install SR1-17-DE Sign w/ Breakaway post	-	EA	2	708. ⁰⁰	1,416. ⁰⁰
A-41	Relocate Sign	-	EA	1	295. ⁰⁰	295. ⁰⁰
A-42	Furnish & Install 16" Wide Thermoplastic Stop Bar	-	EA	5	586. ⁰⁰	2,930. ⁰⁰
A-43	Remove & Replace Existing ADA Ramp	-	EA	5	5,620. ⁰⁰	28,100. ⁰⁰
A-44	Furnish & Install ADA Ramp	-	EA	4	6,022. ⁰⁰	24,088. ⁰⁰
A-45	Demolition and Installation of Sidewalk	-	LS	1	16,500. ⁰⁰	16,500. ⁰⁰
A-46	Furnish & Install Thermoplastic Crosswalk	-	SF	600	14. ⁰⁰	8,400. ⁰⁰
A-47	Furnish & Install Thermoplastic Turn Arrow	-	EA	4	593. ⁰⁰	2,372. ⁰⁰
A-48	PVC Conduit Crossing Installation	1.25"	LF	360	11. ⁰⁰	3,960. ⁰⁰
A-49	PVC Conduit Crossing Installation	4"	LF	265	28. ⁰⁰	7,420. ⁰⁰

No.	Item	Size	Unit	Est. Qt.	Unit Price	Total Price
A-50	PVC Conduit Crossing Installation	6"	LF	260	\$130. ⁰⁰	\$33,800. ⁰⁰
A-51	Furnish & Install Bollard	-	EA	1	1,415. ⁰⁰	1,415. ⁰⁰
A-52	Restoration	-	LS	1	47,115. ⁰⁰	47,115. ⁰⁰
TOTAL FOR PART A						\$ 3,042,670.⁰⁰

3.02 PART B - CONTINGENT BID ITEMS

No.	Item	Size	Unit	Est. Qt.	Unit Price	Total Price
B-1	Excavation Below Subgrade	-	CY	1,500	\$18. ⁰⁰	\$27,000. ⁰⁰
B-2	Furnish and Place Gravel Bedding	-	CY	250	30. ⁰⁰	7,500. ⁰⁰
B-3	Furnish & Place Special Backfill	-	CY	1,750	30. ⁰⁰	52,500. ⁰⁰
B-4	Misc. Excavation & Backfill	-	CY	500	25. ⁰⁰	12,500. ⁰⁰
B-5	Furnish and Place Miscellaneous 3,000 psi Concrete	-	CY	40	236. ⁰⁰	9,440. ⁰⁰
B-6	Secure Modified Proctor Tests - AASHTO T-180, Method A	-	EA	3	450. ⁰⁰	1,350. ⁰⁰
B-7	Secure Field Density Tests - AASHTO T-191	-	EA	80	90. ⁰⁰	7,200. ⁰⁰
TOTAL FOR PART B						\$ 117,490.⁰⁰

TOTAL PROJECT BID (BASE BID)
(TOTAL FOR PART A + PART B)

\$ 3,160,160.⁰⁰

3.03 PART C -- ADD ALTERNATE BID SCHEDULE #1 -- PROSPERITY WAY EXTENSION

No.	Item	Size	Unit	Est. Qt.	Unit Price	Total Price
C-1	Excavation and Embankment	-	LS	1	\$ 15,392. ⁰⁰	\$ 15,392. ⁰⁰
C-2	Furnish & Place Graded Aggregate Base Course - Type B (Crusher Run)	9"	CY	748	96. ⁰⁰	73,304. ⁰⁰
C-3	Furnish & Install Bituminous Concrete, Type B - Base Course	2.5"	SY	2,022	23. ⁰⁰	46,506. ⁰⁰
C-4	Furnish & Install PCC Type 3-6 Curb and Gutter in areas shown	-	LF	996	27. ⁰⁰	26,892. ⁰⁰
C-5	Furnish & Install Curb Opening	-	EA	2	531. ⁰⁰	1,062. ⁰⁰
C-6	Install Swale	-	LF	620	21. ⁰⁰	13,020. ⁰⁰
TOTAL FOR PART C				\$ 176,176. ⁰⁰		

NOTE: ALTERNATE BID ITEMS MAY OR MAY NOT BE A PART OF ANY CONTRACT ISSUED. THE OWNER WILL DECIDE BASED UPON AN EVALUATION OF THE BIDS RECEIVED. THESE ITEMS MAY BE INCLUDED OR DELETED, IN ITS ENTIRETY OR ANY PART THEREOF WITHOUT PENALTY.

The undersigned BIDDER proposes to use the following named SUBCONTRACTORS:

GERALD D. BOWMAN CONTRACTORS, INC.

HCB, LLC

Enclosed herewith is a Certified Check or Bid Bond in the amount of Ten Percent (10%) of the Base Bid.

The following Corporation (if applicable) is chartered in the State of DELAWARE.

License No. (if applicable) 1989013374.

Jeffrey M. Wash
Witness

CW
Signature

CORPORATE SEAL

PRESIDENT
Title

TEAM CONSTRUCTION, INC
Firm Name

PO Box 779

JUNE 7, 2024
Date

DOVER, DE 19903
Business Address

Teal Construction, Inc.

Contact or Qualification Statement
Projects

Name	Location	Owner	Contact	Description	Change Orders	Cost	Completion Date
Fork Landing West	Kent County	Fork Landing West, James Grant		Sitework	\$ 410,326.00	\$ 4,659,585.00	2023
Plymouth Place	Kent County	Carl Deputy Builder: Carl Deputy		Sitework	\$ 194,456.00	\$ 924,272.00	2023
Pinehurst Village	Kent County	Ashburn Homes, LLC Jordan Ashburn		Sitework	\$ 142,041.00	\$ 756,636.00	2023

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, _____

Teal Construction, Inc.

as Principal and Travelers Casualty and Surety Company of America

City of Seaford as OWNER in the penal sum of Ten Percent of the Amount Bid (--10%--)
for the payment of which, well and truly to be made, we hereby jointly and severally bind
ourselves, successors and assigns.

Signed, this 7th day of June 2024.

The Condition of the above obligation is such that whereas the Principal has submitted to _____
City of Seaford a certain BID, attached hereto and hereby made a part hereof to
enter into a contract in writing, for the construction of WESTERN SUSSEX BUSINESS
CAMPUS - PHASE 2A, and appurtenant work, which contract and the work to be done
hereunder and the specifications accompanying the same shall be deemed a part thereof to the
same extent as if fully set out herein.

NOW, THEREFORE,

- (a) If said BID shall be rejected, or
- (b) If said BID shall be accepted and the Principal shall execute and deliver a contract
in the Form of Agreement attached hereto (properly completed in accordance with
said BID) and shall furnish a BOND for his faithful performance of said contract,
and for the payment of all persons performing labor or furnishing materials in
connection therewith, and shall in all other respects perform the agreement
created by the acceptance of said BID.

then this obligation shall be void, otherwise the same shall remain in force and effect; it being
expressly understood and agreed that the liability of the Surety for any and all claims hereunder
shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety
and its BOND shall be in no way impaired or affected by any extension of the time within which
the OWNER may accept such BID; and said Surety does hereby waive notice of any such
extension. In WITNESS, WHEREOF, the Principal and the Surety have hereunto set their hands
and seals, and such of them as are corporations have caused their corporate seals to be hereto
affixed and these presents to be signed by their proper officers, the day and year first set forth
above.

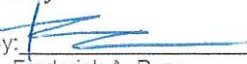
Teal Construction, Inc. (L.S.)

Principal

By: 
CHARLES REED, III - PRESIDENT

Travelers Casualty and Surety Company of America

Surety

By: 
Frederick A. Pung
Attorney-In-Fact

TRAVELERS

**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Frederick A Pung** of **COLUMBIA, Maryland**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this Instrument to be signed, and their corporate seals to be hereto affixed, this 21st day of April, 2021.



State of Connecticut

City of Hartford ss.

By: _____

Robert L. Raney
Robert L. Raney, Senior Vice President

On this the 21st day of April, 2021, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing Instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2026



Anna P. Nowik
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 7th day of June, 2024



Kevin E. Hughes
Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.**

Section 3 BID

WESTERN SUSSEX BUSINESS CAMPUS - PHASE 2A
FOR
CITY OF SEAFORD, DE

Date 6/7/24

TO: CITY OF SEAFORD
CITY HALL
P.O. BOX 1100
414 HIGH STREET
SEAFORD DE 19973

Proposal of JJID, Inc. (hereinafter called
"BIDDER"), organized and existing under the laws of the State of Delaware
doing business as a corporation (Insert "a corporation", "a partnership", or
"an individual" as applicable.) to the CITY OF SEAFORD (hereinafter called "OWNER").

In compliance with your Advertisement for Bids, BIDDER hereby proposes to perform all
WORK for WESTERN SUSSEX BUSINESS CAMPUS - PHASE 2A, in strict accordance with
the CONTRACT DOCUMENTS, within the time set forth therein, and at the prices stated
below.

By submission of this BID, each BIDDER certifies, and in the case of a joint BID each party
thereto certifies as to his own organization, that this BID has been arrived at independently,
without consultation, communication, or agreement as to any matter relating to his BID with any
other BIDDER or with any competitor.

BIDDER hereby agrees to commence WORK under this contract on or before a date to be
specified in the NOTICE TO PROCEED and to fully complete the PROJECT within 365
consecutive calendar days thereafter unless alternate schedules are awarded adding to the total
contract duration. BIDDER further agrees to pay liquidated damages, the sum \$750.00 for each
consecutive calendar day thereafter that he is in default in completing the Contract.

BIDDER acknowledges receipt of the following ADDENDUM

Addendum #1 (5/20/24); Addendum #2 (5/24/24); Addendum #3 (5/29/24)

**WESTERN SUSSEX BUSINESS CAMPUS - PHASE 2A
SEAFORD, DE**

3.01 PART A - BASE BID

No.	Item	Size	Unit	Est. Qt.	Unit Price	Total Price
A-1	Mobilization	-	LS	1	\$290,000.00	\$290,000.00
A-2	Furnish & Install Erosion and Sediment Control Measures	-	LS	1	\$80,000.00	\$80,000.00
A-3	Furnish & Install C-900 PVC Water Main	10"	LF	2,125	\$85.00	\$180,625.00
A-4	Furnish & Install C-900 PVC Water Main	8"	LF	365	\$75.00	\$27,375.00
A-5	Furnish & Install Gate Valve with Valve Boxes complete in place	10"	EA	3	\$5,000.00	\$15,000.00
A-6	Furnish & Install Gate Valve with Valve Boxes complete in place	8"	EA	10	\$4,000.00	\$40,000.00
A-7	Furnish & Install 6" Valve and Hydrant including 6" Lead	6"	EA	4	\$12,000.00	\$48,000.00
A-8	Furnish & Install Tapping Tee and Valve	12"x10"	EA	1	\$25,000.00	\$25,000.00
A-9	Furnish & Install Insertion Valve	12"	EA	2	\$20,000.00	\$40,000.00
A-10	Furnish & Install SDR 35 PVC Sewer Main	10"	LF	4,144	\$130.00	\$538,720.00
A-11	Furnish & Install Cased Sewer Main via Jack and Bore	20" / 10"	LF	82	\$1,250.00	\$102,500.00
A-12	Furnish & Install Standard Sewer Precast Manhole	4' Dia	VF	191	\$600.00	\$114,600.00
A-13	Furnish & Install Manhole Frame and Cover	-	EA	13	\$500.00	\$6,500.00
A-14	Furnish & Install 6" PVC Sewer Lateral including Cleanout & Wye	-	EA	9	\$4,000.00	\$36,000.00
A-15	Furnish & Install HDPE Storm Drain	18"	LF	50	\$80.00	\$4,000.00

No.	Item	Size	Unit	Est. Qt.	Unit Price	Total Price
A-16	Furnish & Install HDPE Storm Drain	24"	LF	352	\$85.00	\$29,920.00
A-17	Furnish & Install HDPE Storm Drain	36"	LF	1,175	\$125.00	\$146,875.00
A-18	Furnish & Install HDPE Storm Drain	42"	LF	213	\$160.00	\$34,080.00
A-19	Furnish & Install RCP Storm Drain	36"	LF	214	\$200.00	\$42,800.00
A-20	Furnish & Install RCP Storm Drain	42"	LF	154	\$250.00	\$38,500.00
A-21	Furnish & Install Standard Storm Water Precast Structure	48"x48"	VF	33	\$1,500.00	\$49,500.00
A-22	Furnish & Install Catch Basin including Frame & Grate	66" x 66"	VF	11	\$1,200.00	\$13,200.00
A-23	Furnish & Install Standard Storm Water Precast Manhole	4' Dia.	VF	6	\$700.00	\$4,200.00
A-24	Furnish & Install Standard Storm Water Precast Manhole	5' Dia.	VF	12	\$750.00	\$9,000.00
A-25	Furnish & Install Catch Basin including Frame & Grate	34" x 24"	VF	15	\$1,200.00	\$18,000.00
A-26	Furnish & Install Catch Basin including Frame & Grate	48" x 48"	VF	46	\$3,000.00	\$138,000.00
A-27	Furnish and Install Tax Ditch Crossing w/ 60" RCP	-	LS	1	\$80,000.00	\$80,000.00
A-28	Install Stormwater Management Pond and Outlet Structure	-	LS	1	\$200,000.00	\$200,000.00
A-29	Install Swale	-	LF	1,900	\$10.00	\$19,000.00
A-30	Excavation and Embankment	-	LS	1	\$200,000.00	\$200,000.00
A-31	Furnish & Place Graded Aggregate Base Course - Type B (Crusher Run)	9"	CY	1,431	\$110.00	\$157,410.00
A-32	Furnish & Install Bituminous Concrete, Type B - Base Course	2.5"	SY	5,463	\$20.00	\$109,260.00

No.	Item	Size	Unit	Est. Qt.	Unit Price	Total Price
A-33	Furnish & Install PCC Type 3-6 Curb and Gutter in areas shown	-	LF	2,389	\$40.00	\$95,560.00
A-34	Bituminous Concrete sidewalk - shared use path areas	2"	SY	1,074	\$20.00	\$21,480.00
A-35	Bituminous Concrete sidewalk GABC - shared use path areas	8"	CY	240	\$110.00	\$26,400.00
A-36	Furnish & Install Curb Opening	-	EA	4	\$1,250.00	\$5,000.00
A-37	Furnish & Install DelDOT Modified Curb Opening	-	EA	1	\$11,000.00	\$11,000.00
A-38	Furnish & Install R1-1 Stop Sign w/ Street Name Blades w/ Breakaway post	-	EA	1	\$1,200.00	\$1,200.00
A-39	Furnish & Install R1-1 Stop Sign w/ Breakaway post	-	EA	3	\$800.00	\$2,400.00
A-40	Furnish & Install SR1-17-DE Sign w/ Breakaway post	-	EA	2	\$750.00	\$1,500.00
A-41	Relocate Sign	-	EA	1	\$400.00	\$400.00
A-42	Furnish & Install 16" Wide Thermoplastic Stop Bar	-	EA	5	\$600.00	\$3,000.00
A-43	Remove & Replace Existing ADA Ramp	-	EA	5	\$10,000.00	\$50,000.00
A-44	Furnish & Install ADA Ramp	-	EA	4	\$8,000.00	\$32,000.00
A-45	Demolition and Installation of Sidewalk	-	LS	1	\$20,000.00	\$20,000.00
A-46	Furnish & Install Thermoplastic Crosswalk	-	SF	600	\$20.00	\$12,000.00
A-47	Furnish & Install Thermoplastic Turn Arrow	-	EA	4	\$250.00	\$1,000.00
A-48	PVC Conduit Crossing Installation	1.25"	LF	360	\$12.00	\$4,320.00
A-49	PVC Conduit Crossing Installation	4"	LF	265	\$15.00	\$3,975.00

No.	Item	Size	Unit	Est. Qt.	Unit Price	Total Price
A-50	PVC Conduit Crossing Installation	6"	LF	260	\$20.00	\$5,200.00
A-51	Furnish & Install Bollard	-	EA	1	\$1,500.00	\$1,500.00
A-52	Restoration	-	LS	1	\$150,000.00	150,000.00
TOTAL FOR PART A						\$ 3,286,000.00

3.02 PART B - CONTINGENT BID ITEMS

No.	Item	Size	Unit	Est. Qt.	Unit Price	Total Price
B-1	Excavation Below Subgrade	-	CY	1,500	\$5.00	\$7,500.00
B-2	Furnish and Place Gravel Bedding	-	CY	250	\$75.00	\$18,750.00
B-3	Furnish & Place Special Backfill	-	CY	1,750	\$25.00	\$43,750.00
B-4	Misc. Excavation & Backfill	-	CY	500	\$10.00	\$5,000.00
B-5	Furnish and Place Miscellaneous 3,000 psi Concrete	-	CY	40	\$300.00	\$12,000.00
B-6	Secure Modified Proctor Tests — AASHTO T-180, Method A	-	EA	3	\$500.00	\$1,500.00
B-7	Secure Field Density Tests — AASHTO T-191	-	EA	80	\$250.00	\$20,000.00
TOTAL FOR PART B						\$ 108,500.00

TOTAL PROJECT BID (BASE BID)
(TOTAL FOR PART A + PART B)

\$ 3,394,500.00

3.03 PART C – ADD ALTERNATE BID SCHEDULE #1 – PROSPERITY WAY EXTENSION

No.	Item	Size	Unit	Est. Qt.	Unit Price	Total Price
C-1	Excavation and Embankment	-	LS	1	\$40,000.00	\$40,000.00
C-2	Furnish & Place Graded Aggregate Base Course - Type B (Crusher Run)	9"	CY	748	\$110.00	\$82,280.00
C-3	Furnish & Install Bituminous Concrete, Type B - Base Course	2.5"	SY	2,022	\$20.00	\$40,440.00
C-4	Furnish & Install PCC Type 3-6 Curb and Gutter in areas shown	-	LF	996	\$40.00	\$39,840.00
C-5	Furnish & Install Curb Opening	-	EA	2	\$1,250.00	\$2,500.00
C-6	Install Swale	-	LF	620	\$10.00	\$6,200.00
TOTAL FOR PART C				\$ 211,260.00		

NOTE: ALTERNATE BID ITEMS MAY OR MAY NOT BE A PART OF ANY CONTRACT ISSUED. THE OWNER WILL DECIDE BASED UPON AN EVALUATION OF THE BIDS RECEIVED. THESE ITEMS MAY BE INCLUDED OR DELETED, IN ITS ENTIRETY OR ANY PART THEREOF WITHOUT PENALTY.

The undersigned BIDDER proposes to use the following named SUBCONTRACTORS:

Sprig - 169 Pine Tree Rd, Townsend, DE 19734 - Jack & Bore

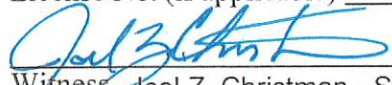
Bowman Contractors, Inc. - 723 Carsins Run Rd, Aberdeen, MD 21001 - Curbs

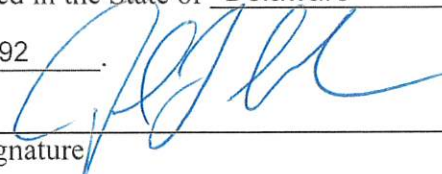
Shore Services, Inc. - 16363 Staytonville Rd, Lincoln, DE 19960 - Well Points

Enclosed herewith is a ~~Certified Check~~ or Bid Bond in the amount of Ten Percent (10%) of the Base Bid.

The following Corporation (if applicable) is chartered in the State of Delaware.

License No. (if applicable) DE License# 1995111092.


Witness Joel Z. Christman - Secretary


Signature

David J. Loudon - President

Title

JJID, Inc.

Firm Name

100 Julian Lane

Bear, DE 19701

Business Address


CORPORATE SEAL

6/7/24

Date

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, _____

JJID, Inc., 100 Julian Lane, Bear, DE 19701

as Principal and _____

City of Seaford as OWNER in the penal sum of ten percent of amount bid - (10%)
for the payment of which, well and truly to be made, we hereby jointly and severally bind
ourselves, successors and assigns.

Signed, this 31st day of May 2024.

The Condition of the above obligation is such that whereas the Principal has submitted to _____
City of Seaford a certain BID, attached hereto and hereby made a part hereof to
enter into a contract in writing, for the construction of WESTERN SUSSEX BUSINESS
CAMPUS - PHASE 2A, and appurtenant work, which contract and the work to be done
hereunder and the specifications accompanying the same shall be deemed a part thereof to the
same extent as if fully set out herein.

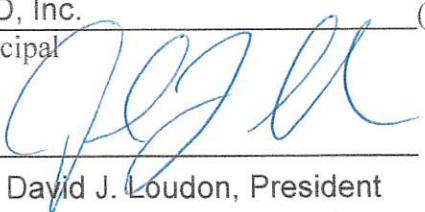
NOW, THEREFORE,

- (a) If said BID shall be rejected, or
- (b) If said BID shall be accepted and the Principal shall execute and deliver a contract
in the Form of Agreement attached hereto (properly completed in accordance with
said BID) and shall furnish a BOND for his faithful performance of said contract,
and for the payment of all persons performing labor or furnishing materials in
connection therewith, and shall in all other respects perform the agreement
created by the acceptance of said BID.

then this obligation shall be void, otherwise the same shall remain in force and effect; it being
expressly understood and agreed that the liability of the Surety for any and all claims hereunder
shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety
and its BOND shall be in no way impaired or affected by any extension of the time within which
the OWNER may accept such BID; and said Surety does hereby waive notice of any such
extension. In WITNESS, WHEREOF, the Principal and the Surety have hereunto set their hands
and seals, and such of them as are corporations have caused their corporate seals to be hereto
affixed and these presents to be signed by their proper officers, the day and year first set forth
above.

JJID, Inc. (L.S.)
Principal

By: 
David J. Loudon, President

Travelers Casualty and Surety Company of America
Surety

By: 
Steven G. Raffuel, Attorney-in-Fact

CONSENT OF SURETY

KNOW ALL MEN BY THESE PRESENTS, that for and consideration of the sum of \$1.00, lawful money of the United States of America, the receipt whereof is hereby acknowledged, paid the undersigned, and for other valuable consideration the

Travelers Casualty and Surety Company of America Surety Company,
(Name)
Hartford, CT 06155
(Address)

existing under the laws of the state of Connecticut and licensed to do business in the State of **Delaware** certifies and agrees, that if the contract for (Contracting Agency) City of Seaford
for : (Project) Western Sussex Business Campus – Phase 2A
is awarded to (Bidder) JJID, Inc.

the undersigned will execute the bond or bonds as required of the contract documents and will become Surety in the full amount set forth in the contract documents for the faithful performance of all obligations of the Bidder, provided however, that this commitment shall expire sixty (60) days from the bid opening, unless a longer period shall be required under the bid specifications or governing statutes.

Signed, sealed and dated this 31st day of May, 2024

Travelers Casualty and Surety Company of America
Surety Company
By: 
(Name) Steven G. Raffael,
Attorney-in-Fact

(To be accompanied by the usual proof of Authority of Officers of the Surety Company to execute same)

TRAVELERS

Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **STEVEN G RAFFUEL** of PRINCETON New Jersey, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 17th day of January, 2019.



State of Connecticut

City of Hartford ss.

By: _____

Robert L. Raney, Senior Vice President

On this the 17th day of January, 2019, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2021



 Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 31st day of May, 2024



 Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which this Power of Attorney is attached.

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

HARTFORD, CONNECTICUT 06183

FINANCIAL STATEMENT AS OF DECEMBER 31, 2023

CAPITAL STOCK \$ 6,480,000

ASSETS		LIABILITIES & SURPLUS	
BONDS	\$ 5,104,395,801	LOSSES	\$ 1,495,036,900
STOCKS	119,333,643	LOSS ADJUSTMENT EXPENSES	149,791,770
CASH AND INVESTED CASH	30,541,808	COMMISSIONS	69,734,579
OTHER INVESTED ASSETS	8,355,939	OTHER EXPENSES	55,546,498
SECURITIES LENDING REINVESTED COLLATERAL ASSETS	13,350,613	TAXES, LICENSES AND FEES	15,887,431
INVESTMENT INCOME DUE AND ACCRUED	43,617,243	CURRENT FEDERAL AND FOREIGN INCOME TAXES	5,300,838
PREMIUM BALANCES	328,304,977	UNEARNED PREMIUMS	1,515,112,896
REINSURANCE RECOVERABLE	27,997,684	ADVANCE PREMIUM	4,091,249
NET DEFERRED TAX ASSET	72,421,341	POLICYHOLDER DIVIDENDS	21,388,522
GUARANTY FUNDS RECEIVABLE OR ON DEPOSIT	1,798,901	CEDED REINSURANCE NET PREMIUMS PAYABLE	62,914,516
OTHER ASSETS	818,309	AMOUNTS WITHHELD / RETAINED BY COMPANY FOR OTHERS	21,072,858
		REMITTANCES AND ITEMS NOT ALLOCATED	7,201,721
		PROVISION FOR REINSURANCE	9,891,788
		PAYABLE FOR SECURITIES LENDING	13,360,813
		OTHER ACCRUED EXPENSES AND LIABILITIES	409,380
		TOTAL LIABILITIES	\$ 3,429,701,342
		CAPITAL STOCK	\$ 6,480,000
		PAID IN SURPLUS	438,903,760
		OTHER SURPLUS	1,877,880,958
		TOTAL SURPLUS TO POLICYHOLDERS	\$ 2,318,234,716
TOTAL ASSETS	\$ 5,747,936,056	TOTAL LIABILITIES & SURPLUS	\$ 5,747,936,056

STATE OF CONNECTICUT)
COUNTY OF HARTFORD) SS.
CITY OF HARTFORD)

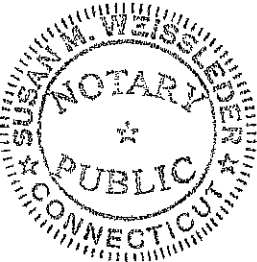
MICHAEL J. DOODY, BEING DULY SWORN, SAYS THAT HE IS VICE PRESIDENT - FINANCE, OF TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA,
AND THAT TO THE BEST OF HIS KNOWLEDGE AND BELIEF, THE FOREGOING IS A TRUE AND CORRECT STATEMENT OF THE FINANCIAL CONDITION OF SAID
COMPANY AS OF THE 31ST DAY OF DECEMBER, 2023.

Michael J. Doody
VICE PRESIDENT - FINANCE

SUBSCRIBED AND SWORN TO BEFORE ME THIS
15TH DAY OF MARCH, 2024

Susan M. Weissleder
NOTARY PUBLIC

SUSAN M. WEISSLEDER
Notary Public
My Commission Expires November 30, 2027



STATE OF DELAWARE

Department of Finance Division of Revenue

ACTIVE BUSINESS LICENSE

1995111092



EFFECTIVE
01/01/2022 - 12/31/2024

ISSUED TO
JJID INC
100 JULIAN LN
BEAR DE 19701-2274

LOCATION
JJID INC
100 JULIAN LN
BEAR, DE 19701-2274

TRADE, BUSINESS, OR
PROFESSIONAL ACTIVITY

RESIDENT CONTRACTOR

Is hereby licensed to practice, conduct, or engage in the occupation or business activity indicated above in accordance with the license application duly filed pursuant to Title 30, Delaware Code.

ISSUED: 12/12/2021
FEE PAID: \$225.00

2024

POST CONSPICUOUSLY - NOT TRANSFERABLE



Certificate Number:

DE-2021-000000294

Valid for both Private and Public Work



Registration Date:

07/07/2021

Expiration Date:

07/07/2024

State of Delaware

Department of Labor

Office of Contractor Registration

Delaware Contractor Registration Act

Pursuant to 82 Del. Laws, c. 291, § 2; §3604. Registration required [Effective upon fulfillment of 82 Del. Laws, c. 168, § 6, as amended by 82 Del. Laws, c. 291, § 2] of the Contractor Registration Act. This certificate is required under this chapter before performing construction services or maintenance.

JJID INC

Valid for both Private and Public Work

Responsible Representative(s)

David J. Loudon - President

Non Transferable

*This Certificate may not be transferred or assigned
and may be suspended or revoked by the
Secretary of the Delaware Department of Labor*

Karryl D. Hubbard

Secretary of the Delaware Department of Labor



General Contractor

100 Julian Lane, Bear, DE 19701
Phone: (302) 836-0414 • Fax: (302) 836-4275
www.jjid.com

JJID, Inc.
Corporate Resolution

JOSEPH R. JULIAN
Chairman of the Board/CEO

DAVID J. LOUDON
President

We, being all of the Directors of JJID, Inc., pursuant to the Delaware Corporation Laws, Del.C Sec 141 (f) do hereby make this Certificate of Corporate Consent in lieu of a meeting of the Board of Directors, hereby certifying that we unanimously consent to the following information and corporate action:

Joseph R. Julian will remain in positions as Chairman of the Board, CEO, Vice-President, Secretary and Treasurer of this Corporation.

David Loudon will remain in positions as President, Vice-President, Assistant Secretary and Assistant Treasurer of this Corporation.

Stephan Hankowski has resigned as Secretary of this Corporation.

Joel Christman has been appointed Secretary of this Corporation

Cheryl Ayares will remain in position of Assistant Secretary of this Corporation.

Accordingly, the Officers of this Corporation are:

Chairman of the Board	Joseph R. Julian
CEO	Joseph R. Julian
President	David Loudon
Vice-President	Joseph R. Julian
Vice-President	David Loudon
Secretary	Joseph R. Julian
Secretary	Joel Christman
Assistant Secretary	Cheryl Ayares
Assistant Secretary	David Loudon
Treasurer	Joseph R. Julian
Assistant Treasurer	David Loudon

Joseph R. Julian and David Loudon are authorized on behalf of this Corporation to sign and deliver all documents required under agreements of this Corporation to secure Lines of Credit or any other debt instruments.

Dated: April 1, 2022

Joseph R. Julian

David Loudon



100 Julian Lane, Bear, DE 19701
Phone: (302) 836-0414 • Fax: (302) 836-4275
www.jjid.com

JOSEPH R. JULIAN
Chairman of the Board/CEO

DAVID J. LOUDON
President

To Whom It Might Concern:

List of Major Work Completed for various JJID, Inc. projects:

- #1 General Contractor: JJID, Inc.
Project Dated: 2018
Project: Industrial Green Way Phase II
Owner: Delaware Department of Transportation
Contract Value: 18,451,353.00
Pipe Type/Size/LF: 20 Helical Piles
 335 Timber Piles
 9 36" and 45 12" Pipe Piles
 150 Steel H Piles
 850 sys of Topsoil
 60,000 pounds of Rebar
 1500 cys of Concrete
 1000 tons of asphalt
 6,630 Boards and Decking
 23,600 yards of Temporary Stabilization
 3000 feet of Silt Fence
 1200 feet of Super Silt Fence
 8,000 tons of Stone
Location: Wilmington, Delaware
Special Circumstances: Delaware Department of Transportation – Industrial Greenway Track
Phase II: Christiana River Project involved the Construction of a Trail and Bridge System that Connects Wilmington and New Castle. Phase 3 forms the final link of the six-mile New Castle Industrial Track Trail, a critical segment of the 3,000-mile East Coast Greenway. When complete, the trail will join with the Wilmington Riverwalk to provide a walking and bicycling connection between Old New Castle and downtown Wilmington with only two at-grade road crossings.
- JJID Job # 1337
Reference Information: Jonathan F. Ledger, PE
 Construction Engineer Group 2
 Delaware Department of Transportation
 39 E Regal Blvd
 Newark, DE 19713
 Office – 302-894-6329
- #2 General Contractor: Bancroft Construction
Project Date: 2017

An Equal Opportunity Employer

Project: Amtrak Wilmington Maintenance Center
Owner: Amtrak
Contract Value: \$4,175,502
Pipe Type/Size/LF: JJID installed PZ27 Sheet piling 15 Feet Deep, 250 LF long and 150 LF wide next to the Amtrak tracks at the Wilmington Yard to allow JJID to install over 100 Pipe Piles.
Location: Wilmington, Delaware
Special Circumstances: Site needed to remain in service during entire project.
JJID Job #: 1325

Reference Information: Ray Facciolo
Bancroft Construction
1300 North Grant Avenue #101
Wilmington, DE 19806
302-584-6890
rfacciolo@bancroftusa.com

#3 General Contractor: JJID, Inc.
Project Date: 2017
Project: Lums Pond Park Improvements
Owner: DNREC
Contract Value: \$4,741,490.00
Pipe Type/Size/LF: JJID installed 3 separate station vaults for DNREC at Lums Pond. Each averaged a depth of 13 feet in very small site footprint.
Location: Bear, DE
Special Circumstances: Job must be completed prior to parking opening for the season.
JJID Job #: 1326
Reference Information: Mr. Julio Seneus, PE
89 Kings Highway
Dover, DE 19901
302-505-2673
Julio.seneus@delaware.gov

#4 General Contractor: JJID, Inc.
Project Date: 2015
Project: Cape Arthur Pump Station
Owner: Anne Arundel County
Contract Value: \$313,465
Pipe Type/Size/LF: Sheet piling and shoring a 6 Foot Diameter bypass vault that was 14 Feet Deep.
Location: Anne Arundel County
Special Circumstances: Very small site work with structure installed between road way and building
JJID Job #: 2115
Reference Information: James Howard
Anne Arundel County

410-222-7565

- #5 **General Contractor:** JJID, Inc.
 Project Date: 2015
 Project: Culvert Installation - Odenton
 Owner: Amtrak
 Contract Value: \$651,757.00
 Pipe Type/Size/LF: Project involved boring under live Amtrak tracks to push through new storm drain to replace failing system. JJID, Inc. installed slide rail shoring in sending and receiving pits to allow for installation.

 Location: Odenton, Maryland
 Special Circumstances: Working with Live Amtrak Tracks
 JJID Job # 2147
 Reference Information: Andrew Ingram
 Amtrak Procurement Department - Construction
 30th Street Station, 5th Floor South
 Philadelphia, PA 19104
 267-608-8267
- #6 **General Contractor:** JJID, Inc.
 Project Date: 2015
 Project: Culvert Replacement
 Owner: Amtrak
 Contract Value: \$768,609.00
 Pipe Type/Size/LF: Project involved jack and boring under live Amtrak tracks to push through new storm drain to replace failing system. JJID, Inc. installed slide rail shoring in sending and receiving pits to allow for installation.

 Location: Landover, MD
 Special Circumstances: Working with Live Amtrak Tracks
 JJID Job # 2148
 Reference Information: Andrew Ingram
 Amtrak Procurement Department - Construction
 30th Street Station, 5th Floor South
 Philadelphia, PA 19104
 267-608-8267
- #7 **General Contractor:** EDIS/Artesian Water
 Project Date: 2020

 Project: Goldey Beacom College – Residential Facility Upgrades
 Owner: Goldey Beacom College
 Contract Value: \$2,297,086.23
 Sub Contract Value: \$44,384.00 (Artesian Water)
 PipeType/Size/LF 380 LF of 8" DIP Water Main with Valves
 2 Fire Hydrants with all Valves and 6" Dip Connection
 2 8"x8" Tapping Sleeves with Valves
 8" Services with Corporations and Curb Stops
 4" Services with Corporations and Curb Stops

Testing of Water Main
Location: Wilmington, Delaware
Special Circumstances: Work completed during construction of Residential Facilities
JJID # 1358
Reference Information: Kim Morris
664 Churchmans Road
Newark, DE 19702
KMorris@artesianwater.com

#8 General Contractor: Graham Construction/Artesian Water
Project Date: 2020
Project: Costco Gas Facility
Owner: Costco
Contract Value: \$1,928,707.00
Sub Contract Value: \$44,384.36 (Artesian Water)
Pipe Type/Size/LF: 200 LF of 8" DIP Water Main with Valves and Fittings
1 Fire Hydrant with all Valves and 6" Connection
2" Service and Curb Stop Testing of Water Main
Location: Newark, DE
Special Circumstances: Site remained open during construction
JJID Job # 1357
Reference Information: Kim Morris
664 Churchmans Road
Newark, DE 19702
KMorris@artesianwater.com

We trust this meets with your approval. Should you have any questions or concerns please contact the undersigned at by phone at 302-836-0414 x 116 or by email at dloudon@jjid.com.

Very Truly Yours,

JJID, Inc.

David J. Loudon

David J. Loudon
President

Schedule B

Projects Completed

JUD	Name and Description of Project and/or Work	Location of Project and/or Work	Other Party to Contract	Architect or Engineer	Contract Price	Year Completed	Reference/Contact Include Address and Phone
1335	DelDot Sinkhole North	New Castle County, Delaware			3,976,673	2020	Nate Draper, DelDOT (Nathan.Draper@delaware.gov)
1336	DelDot Pipe Sussex County	Sussex County, Delaware			937,551		Tim Phillips 302-853-2093 Dupont Blvd Georgetown, DE 19947
1337	DelDot Industrial Parkway	New Castle to Wilmington - New Castle I-95, I-495 - New Castle County, Delaware		WRA (Whitman, Requardt & Associates)	18,689,451	2020	Rajiv Sinha DelDOT - Group 1 Construction Nate Draper, DelDOT (Nathan.Draper@delaware.gov)
1339	DelDot Interstate Patch	I-95, I-495 - New Castle County, Delaware			6,604,221	2020	Nate Draper, DelDOT (Nathan.Draper@delaware.gov)
1342	DelDot Deck	Route 1 Elsmere, Delaware			2,172,273	2021	Nate Draper, DelDOT (Nathan.Draper@delaware.gov)
1343	DelDot DuPont Road			AECOM	4,854,319	2021	Nate Draper, DelDOT (Nathan.Draper@delaware.gov)
1344	DelDot Petersen Pond	Wilmington, Delaware		DelDOT	458,117		Rajiv Sinha DelDOT - Group 1 Construction Johnathon Ledger, PE 302-854-6329
1347	DelDot Newport Bridge	Newport, Delaware		DelDOT	3,184,596	2018	Donald Stauffer 856-857-1639
1348	WU DPL Gas Site & Concrete	Wilmington, Delaware			507,406	2018	Mike Hauske, PE - DelDOT Phone: 302-326-4528 Michael.Hauske@delaware.gov
1351	DelDot Guardrails	Kent County, Delaware		WRA (Whitman, Requardt & Associates) Todd Oliver	12,900,000	2022	Julio Seneus, PE 302-805-5189
1352	DENREC Lums Pond WTPP	Bear, Delaware		AECOM	445,334	2020	Carrie Ann Kruger (PE) 302-239-6634
1354	Millsboro Pump Station	Millsboro, Delaware (Sussex County) Lewes/Rehoboth, Delaware (Sussex)		Duffield Associates	388,926	2020	5400 Limestone Road Wilmington, DE 19808 John Garland (Gianbro PM) 443-306-8227
1355	Ciarbro-Lewes				843,948		Michael P. Neal (PM)
1356	EDIS-Wilmington Transit	Wilmington, Delaware		Tevebaugh Architecture	2,538,955	2020	302-421-2881 Leah Morck
1357	Costco-Graham	Newark, Delaware		Maser Consulting	1,932,960	2019	206.858.3972 Adam DiSabatino
1358	EDIS Golfeys Beacom	Golfeys Beacom University - Wilmington, Harrington, Delaware		Blackney Hayes Architects Remington & Verrick Engineers	2,640,266	2021	302-598-2672 Chris Fazio, PE
1359	Harrington- Hanley				526,000	2019	610-955-4847
1360	Edgemoor Tank	Edgemoor, Delaware		Preload	585,052	2020	Sean Vorsteg (PE) 443.812.2998

1361	W/T Wilmington Annex	Wilmington, Delaware				Duffield Associates	290,000	2020	Richard Tighe (PM) 302-292-0676 131 Continental Drive, Suite 404 Newark, DE 19713
1362	Deldot Peterson Pond	Wilmington, Delaware				AECOM	837,636		Rajiv Sinha Deldot - Group 1 Construction Mike Freda (PE) 302-421-2964
1363	EDIS Wilm Transit Finish Package	Wilmington, Delaware				Owner: Exelon Sub for BAI Excav.	967,576	2020	
1366	BGE Dorfield Substation	Owings Mills, MD				DNREC	1,988,459	2021	Charles Dobie BAI 302-325-6100 Bill Miller, 302-739-9240 89 Kings Hwy, Dover, DE C. Sonja Hardman, P.E. 410-545-8794
1378	DNREC Summit North	Bear, Delaware				AECOM	2,741,406	2018	Dave Olson 717-840-9733
2157	MSHA Galena 301 Bridge	Galena, Maryland Baltimore County, Maryland				RKK (Rummel, Klepper, & Kahl)	1,905,879	2018	Craig Westcott 410-228-2437
2158	B/C Thompson Station	Conowingo, Maryland Middle River, Baltimore County, Maryland				RKK (Rummel, Klepper, & Kahl)	1,728,919	2019	Dave Olson 717-840-9733
2159	MSHA Conowingo Wall	Salisbury, Maryland Dundalk, Baltimore County, Maryland				JMT (Johnson, Mirmiran & Thompson)	1,081,571	2019	Brett Dean 410-677-4025
2160	B/C Harewood Station					AMT (A. Morton Thomas & Associates, Inc.)	2,221,305		David Cox (JMT) 410-318-2431 Carman Zapple (Amtrak PM) 267-363-4046 2950 Market Street, 4S-095 Philadelphia, PA 19104 Phil Muzik 410-996-5268
2161	MSHA Route 13 Bridge	Baltimore City, Maryland				Wilson T. Ballard Co. (WTB)	735,449	2019	Eric Pearson (PM) 484-597-0671
2162	B/C Blenheim Station	Cecil County, Maryland				G.D. Houtman & Son, Inc	347,806		John Cargill 302-395-2622
2163	Amtrak-Culverts	Media, PA				Black & Veatch Federal Service Division	2,896,449		391 Lukens Drive, DE 19720 Anthony Taddeo 302-420-6280
2164	Belvidere Road	Hockessin, Delaware					92,832		150 Lafferty Lane Dover, DE 19901
4018	Wohlsen Media Wesley								
1338	DNREC- NVE Yorklyn								
1341	George & Lynch Patch Kent								

Section 3 BID

WESTERN SUSSEX BUSINESS CAMPUS - PHASE 2A
FOR
CITY OF SEAFORD, DE

Date June 7, 2024

TO: CITY OF SEAFORD
CITY HALL
P.O. BOX 1100
414 HIGH STREET
SEAFORD DE 19973

Proposal of George & Lynch, Inc. (hereinafter called "BIDDER"), organized and existing under the laws of the State of Delaware doing business as a corporation (Insert "a corporation", "a partnership", or "an individual" as applicable.) to the CITY OF SEAFORD (hereinafter called "OWNER").

In compliance with your Advertisement for Bids, BIDDER hereby proposes to perform all WORK for WESTERN SUSSEX BUSINESS CAMPUS - PHASE 2A, in strict accordance with the CONTRACT DOCUMENTS, within the time set forth therein, and at the prices stated below.

By submission of this BID, each BIDDER certifies, and in the case of a joint BID each party thereto certifies as to his own organization, that this BID has been arrived at independently, without consultation, communication, or agreement as to any matter relating to his BID with any other BIDDER or with any competitor.

BIDDER hereby agrees to commence WORK under this contract on or before a date to be specified in the NOTICE TO PROCEED and to fully complete the PROJECT within 365 consecutive calendar days thereafter unless alternate schedules are awarded adding to the total contract duration. BIDDER further agrees to pay liquidated damages, the sum \$750.00 for each consecutive calendar day thereafter that he is in default in completing the Contract.

BIDDER acknowledges receipt of the following ADDENDUM

No. 1 dated May 20, 2024

No. 2 dated May 24, 2024

No. 3 dated May 29, 2024

**WESTERN SUSSEX BUSINESS CAMPUS - PHASE 2A
SEAFORD, DE**

3.01 PART A - BASE BID

No.	Item	Size	Unit	Est. Qt.	Unit Price	Total Price
A-1	Mobilization	-	LS	1	\$253,000.00	\$253,000.00
A-2	Furnish & Install Erosion and Sediment Control Measures	-	LS	1	\$86,775.00	\$86,775.00
A-3	Furnish & Install C-900 PVC Water Main	10"	LF	2,125	\$79.85	\$169,681.25
A-4	Furnish & Install C-900 PVC Water Main	8"	LF	365	\$124.00	\$45,260.00
A-5	Furnish & Install Gate Valve with Valve Boxes complete in place	10"	EA	3	\$5,067.00	\$15,201.00
A-6	Furnish & Install Gate Valve with Valve Boxes complete in place	8"	EA	10	\$3,840.00	\$38,400.00
A-7	Furnish & Install 6" Valve and Hydrant including 6" Lead	6"	EA	4	\$11,380.00	\$45,520.00
A-8	Furnish & Install Tapping Tee and Valve	12"x10"	EA	1	\$12,675.00	\$12,675.00
A-9	Furnish & Install Insertion Valve	12"	EA	2	\$24,120.00	\$48,240.00
A-10	Furnish & Install SDR 35 PVC Sewer Main	10"	LF	4,144	\$197.00	\$816,823.84
A-11	Furnish & Install Cased Sewer Main via Jack and Bore	20" / 10"	LF	82	\$2,315.00	\$189,830.00
A-12	Furnish & Install Standard Sewer Precast Manhole	4' Dia	VF	191	\$600.00	\$114,600.00
A-13	Furnish & Install Manhole Frame and Cover	-	EA	13	\$2,000.00	\$26,000.00
A-14	Furnish & Install 6" PVC Sewer Lateral including Cleanout & Wye	-	EA	9	\$2,775.00	\$24,975.00
A-15	Furnish & Install HDPE Storm Drain	18"	LF	50	\$75.00	\$3,750.00

No.	Item	Size	Unit	Est. Qt.	Unit Price	Total Price
A-16	Furnish & Install HDPE Storm Drain	24"	LF	352	\$80.00	\$28,160.00
A-17	Furnish & Install HDPE Storm Drain	36"	LF	1,175	\$122.00	\$143,350.00
A-18	Furnish & Install HDPE Storm Drain	42"	LF	213	\$154.00	\$32,802.00
A-19	Furnish & Install RCP Storm Drain	36"	LF	214	\$184.00	\$39,376.00
A-20	Furnish & Install RCP Storm Drain	42"	LF	154	\$242.00	\$37,268.00
A-21	Furnish & Install Standard Storm Water Precast Structure	48"x48"	VF	33	\$797.00	\$26,301.00
A-22	Furnish & Install Catch Basin including Frame & Grate	66" x 66"	VF	11	\$1,141.00	\$12,551.00
A-23	Furnish & Install Standard Storm Water Precast Manhole	4' Dia.	VF	6	\$785.00	\$4,710.00
A-24	Furnish & Install Standard Storm Water Precast Manhole	5' Dia.	VF	12	\$761.00	\$9,132.00
A-25	Furnish & Install Catch Basin including Frame & Grate	34" x 24"	VF	15	\$720.00	\$10,800.00
A-26	Furnish & Install Catch Basin including Frame & Grate	48" x 48"	VF	46	\$973.00	\$44,758.00
A-27	Furnish and Install Tax Ditch Crossing w/ 60" RCP	-	LS	1	\$125,000.00	\$125,000.00
A-28	Install Stormwater Management Pond and Outlet Structure	-	LS	1	\$170,000.00	\$170,000.00
A-29	Install Swale	-	LF	1,900	\$14.18	\$26,942.00
A-30	Excavation and Embankment	-	LS	1	\$79,800.00	\$79,800.00
A-31	Furnish & Place Graded Aggregate Base Course - Type B (Crusher Run)	9"	CY	1,431	\$88.50	\$126,643.50
A-32	Furnish & Install Bituminous Concrete, Type B - Base Course	2.5"	SY	5,463	\$15.70	\$85,769.10

No.	Item	Size	Unit	Est. Qt.	Unit Price	Total Price
A-33	Furnish & Install PCC Type 3-6 Curb and Gutter in areas shown	-	LF	2,389	\$28.42	\$67,895.38
A-34	Bituminous Concrete sidewalk - shared use path areas	2"	SY	1,074	\$23.15	\$24,863.10
A-35	Bituminous Concrete sidewalk GABC - shared use path areas	8"	CY	240	\$180.00	\$43,200.00
A-36	Furnish & Install Curb Opening	-	EA	4	\$1,930.00	\$7,720.00
A-37	Furnish & Install DelDOT Modified Curb Opening	-	EA	1	\$12,546.00	\$12,546.00
A-38	Furnish & Install R1-1 Stop Sign w/ Street Name Blades w/ Breakaway post	-	EA	1	\$1,050.00	\$1,050.00
A-39	Furnish & Install R1-1 Stop Sign w/ Breakaway post	-	EA	3	\$630.00	\$1,890.00
A-40	Furnish & Install SR1-17-DE Sign w/ Breakaway post	-	EA	2	\$630.00	\$1,260.00
A-41	Relocate Sign	-	EA	1	\$263.00	\$263.00
A-42	Furnish & Install 16" Wide Thermoplastic Stop Bar	-	EA	5	\$525.00	\$2,625.00
A-43	Remove & Replace Existing ADA Ramp	-	EA	5	\$12,158.00	\$60,790.00
A-44	Furnish & Install ADA Ramp	-	EA	4	\$10,523.00	\$42,092.00
A-45	Demolition and Installation of Sidewalk	-	LS	1	\$11,082.00	\$11,082.00
A-46	Furnish & Install Thermoplastic Crosswalk	-	SF	600	\$9.69	\$5,814.00
A-47	Furnish & Install Thermoplastic Turn Arrow	-	EA	4	\$709.00	\$2,836.00
A-48	PVC Conduit Crossing Installation	1.25"	LF	360	\$16.75	\$6,030.00
A-49	PVC Conduit Crossing Installation	4"	LF	265	\$26.25	\$6,956.25

No.	Item	Size	Unit	Est. Qt.	Unit Price	Total Price
A-50	PVC Conduit Crossing Installation	6"	LF	260	\$26.95	\$7,007.00
A-51	Furnish & Install Bollard	-	EA	1	\$1,697.00	\$1,697.00
A-52	Restoration	-	LS	1	\$98,450.00	\$98,450.00
TOTAL FOR PART A						\$3,300,160.42

3.02 PART B - CONTINGENT BID ITEMS

No.	Item	Size	Unit	Est. Qt.	Unit Price	Total Price
B-1	Excavation Below Subgrade	-	CY	1,500	\$22.73	\$34,095.00
B-2	Furnish and Place Gravel Bedding	-	CY	250	\$86.00	\$21,500.00
B-3	Furnish & Place Special Backfill	-	CY	1,750	\$23.90	\$41,825.00
B-4	Misc. Excavation & Backfill	-	CY	500	\$30.72	\$15,360.00
B-5	Furnish and Place Miscellaneous 3,000 psi Concrete	-	CY	40	\$250.00	\$10,000.00
B-6	Secure Modified Proctor Tests -- AASHTO T-180, Method A	-	EA	3	\$525.00	\$1,575.00
B-7	Secure Field Density Tests -- AASHTO T-191	-	EA	80	\$240.00	\$19,200.00
TOTAL FOR PART B						\$143,555.00

TOTAL PROJECT BID (BASE BID)

(TOTAL FOR PART A + PART B)

\$3,443,715.42

3.03 PART C – ADD ALTERNATE BID SCHEDULE #1 – PROSPERITY WAY EXTENSION

No.	Item	Size	Unit	Est. Qt.	Unit Price	Total Price
C-1	Excavation and Embankment	-	LS	1	\$35,275.00	\$35,275.00
C-2	Furnish & Place Graded Aggregate Base Course - Type B (Crusher Run)	9"	CY	748	\$88.50	\$66,198.00
C-3	Furnish & Install Bituminous Concrete, Type B - Base Course	2.5"	SY	2,022	\$15.70	\$31,745.40
C-4	Furnish & Install PCC Type 3-6 Curb and Gutter in areas shown	-	LF	996	\$28.42	\$28,306.32
C-5	Furnish & Install Curb Opening	-	EA	2	\$1,930.00	\$3,860.00
C-6	Install Swale	-	LF	620	\$14.15	\$8,773.00
TOTAL FOR PART C				\$174,157.42		

NOTE: ALTERNATE BID ITEMS MAY OR MAY NOT BE A PART OF ANY CONTRACT ISSUED. THE OWNER WILL DECIDE BASED UPON AN EVALUATION OF THE BIDS RECEIVED. THESE ITEMS MAY BE INCLUDED OR DELETED, IN ITS ENTIRETY OR ANY PART THEREOF WITHOUT PENALTY.

The undersigned BIDDER proposes to use the following named SUBCONTRACTORS:

<u>SMI Services of DE</u>	<u>Silt fence, CFL and turf establishment</u>
<u>Atlantic Surveying & Mapping</u>	<u>Construction layout/surveying and as-built drawings</u>
<u>Straight Line</u>	<u>Pavement markings and signage</u>
<u>Sprig</u>	<u>Wet taps and valve insertions</u>

Enclosed herewith is a Certified Check or Bid Bond in the amount of Ten Percent (10%) of the Base Bid.

The following Corporation (if applicable) is chartered in the State of Delaware.

License No. (if applicable) 1994105863

Richard E. Stamps
Witness

Jeffrey L. Norman
Signature

Jeffrey L. Norman, Vice President-Estimating
Title

CORPORATE SEAL



George & Lynch, Inc.
Firm Name

150 Lafferty Lane

Dover, DE 19901
Business Address

June 7, 2024
Date

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, _____

George & Lynch, Inc.

as Principal and Endurance Assurance Corporations

City of Seaford as OWNER in the penal sum of Ten Percent (10%) of the Total Amount of the Bid
for the payment of which, well and truly to be made, we hereby jointly and severally bind
ourselves, successors and assigns.

Signed, this 31st day of May 2024.

The Condition of the above obligation is such that whereas the Principal has submitted to _____
City of Seaford a certain BID, attached hereto and hereby made a part hereof to
enter into a contract in writing, for the construction of WESTERN SUSSEX BUSINESS
CAMPUS - PHASE 2A, and appurtenant work, which contract and the work to be done
hereunder and the specifications accompanying the same shall be deemed a part thereof to the
same extent as if fully set out herein.

NOW, THEREFORE,

- (a) If said BID shall be rejected, or
- (b) If said BID shall be accepted and the Principal shall execute and deliver a contract
in the Form of Agreement attached hereto (properly completed in accordance with
said BID) and shall furnish a BOND for his faithful performance of said contract,
and for the payment of all persons performing labor or furnishing materials in
connection therewith, and shall in all other respects perform the agreement
created by the acceptance of said BID.

then this obligation shall be void, otherwise the same shall remain in force and effect; it being
expressly understood and agreed that the liability of the Surety for any and all claims hereunder
shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety
and its BOND shall be in no way impaired or affected by any extension of the time within which
the OWNER may accept such BID; and said Surety does hereby waive notice of any such
extension. In WITNESS, WHEREOF, the Principal and the Surety have hereunto set their hands
and seals, and such of them as are corporations have caused their corporate seals to be hereto
affixed and these presents to be signed by their proper officers, the day and year first set forth
above.

George & Lynch, Inc.
Principal

By: _____

Jeffrey L. Norman



Endurance Assurance Corporation
Surety

By: _____

Lynn M. Wheelock, Attorney-in-Fact



SOMPO INTERNATIONAL
INSURANCE

POWER OF ATTORNEY

22282

KNOW ALL BY THESE PRESENTS, that Endurance Assurance Corporation, a Delaware corporation ('EAC'), Endurance American Insurance Company, a Delaware corporation ('EAIC'), Lexon Insurance Company, a Texas corporation ('LIC'), and/or Bond Safeguard Insurance Company, a South Dakota corporation ('BSIC'), each, a "Company" and collectively, "Sompo International," do hereby constitute and appoint: Fernanda L. DePaolantonio, Eric J. Follman, Sr., Lynn M. Wheelock, Scott R. Kuzmic as true and lawful Attorney(s)-in-Fact to make, execute, seal, and deliver for, and on its behalf as surety or co-surety; bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking so made, executed and delivered shall obligate the Company for any portion of the penal sum thereof in excess of the sum of **One Hundred Million (\$100,000,000.00)**

Such bonds and undertakings for said purposes, when duly executed by said attorney(s)-in-fact, shall be binding upon the Company as fully and to the same extent as if signed by the President of the Company under its corporate seal attested by its Corporate Secretary.

This appointment is made under and by authority of certain resolutions adopted by the board of directors of each Company by unanimous written consent effective the 30th day of March, 2023 for BSIC and LIC and the 17th day of May, 2023 for EAC and EAIC, a copy of which appears below under the heading entitled "Certificate".

This Power of Attorney is signed and sealed by facsimile under and by authority of the following resolution adopted by the board of directors of each Company by unanimous written consent effective the 30th day of March, 2023 for BSIC and LIC and the 17th day of May, 2023 for EAC and EAIC and said resolution has not since been revoked, amended or repealed:

RESOLVED, that the signature of an individual named above and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signature or seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, each Company has caused this instrument to be signed by the following officers, and its corporate seal to be affixed this 25th day of May, 2023.

Endurance Assurance Corporation

Endurance American Insurance Company

Lexon Insurance Company

Bond Safeguard Insurance Company

Richard M Appel
By:
Richard Appel; SVP & Senior Counsel

Richard M Appel
By:
Richard Appel; SVP & Senior Counsel

Richard M Appel
By:
Richard Appel; SVP & Senior Counsel

Richard M Appel
By:
Richard Appel; SVP & Senior Counsel



ACKNOWLEDGEMENT

On this 25th day of May, 2023, before me, personally came the above signatories known to me, who being duly sworn, did depose and say that he/she/they is an officer of each of the Companies; and that he executed said instrument on behalf of each Company by authority of his office under the by-laws of each Company.

Amy Taylor
By:
Amy Taylor Notary Public – My Commission Expires 3/9/27



CERTIFICATE

I, the undersigned Officer of each Company, DO HEREBY CERTIFY that:

1. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of each Company and has not since been revoked, amended or modified; that the undersigned has compared the foregoing copy thereof with the original power of attorney, and that the same is a true and correct copy of the original power of attorney and of the whole thereof;
2. The following are resolutions which were adopted by the board of directors of each Company by unanimous written consent effective the 30th day of March, 2023 for BSIC and LIC and the 17th day of May, 2023 for EAC and EAIC and said resolutions have not since been revoked, amended or modified:
"RESOLVED, that each of the individuals named below is authorized to make, execute, seal and deliver for and on behalf of the Company any and all bonds, undertakings or obligations in surety or co-surety with others: RICHARD M. APPEL, MATTHEW E. CURRAN, MARGARET HYLAND, SHARON L. SIMS, CHRISTOPHER L. SPARRO, and be it further
RESOLVED, that each of the individuals named above is authorized to appoint attorneys-in-fact for the purpose of making, executing, sealing and delivering bonds, undertakings or obligations in surety or co-surety for and on behalf of the Company."
3. The undersigned further certifies that the above resolutions are true and correct copies of the resolutions as so recorded and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this 31st day of May, 20 24

Daniel S. Lude
By: Daniel S. Lude, Secretary

NOTICE: U. S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL (OFAC)

No coverage is provided by this Notice nor can it be construed to replace any provisions of any surety bond or other surety coverage provided. This Notice provides information concerning possible impact on your surety coverage due to directives issued by OFAC. **Please read this Notice carefully.**

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous foreign agents, front organizations, terrorists, terrorist organizations, and narcotics traffickers as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's website – <https://www.treasury.gov/resource-center/sanctions/SDN-List>.

In accordance with OFAC regulations, if it is determined that you or any other person or entity claiming the benefits of any coverage has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, any coverage will be considered a blocked or frozen contract and all provisions of any coverage provided are immediately subject to OFAC. When a surety bond or other form of surety coverage is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments may also apply.

Any reproductions are void.

Surety Claims Submission: LexonClaimAdministration@sompo-intl.com

Telephone: 615-553-9500 Mailing Address: Sompo International; 12890 Lebanon Road; Mount Juliet, TN 37122-2870



CONTRACTOR QUALIFICATION STATEMENT

Western Sussex Business Campus Phase 2A

Similar Project #1

Name: Western Sussex Business Campus Phase 1
Location: Seaford, DE
Owner: City of Seaford
Description: Sitework for new commercial business center
Amount: \$2,414,220
Completion Date: Spring 2022

Similar Project #2

Name: Frito Lay Distribution Center
Location: Dover, DE
Owner: Frito Lay
Description: Worked for general contractor Gillis Gilkerson
Sitework for new product distribution warehouse
Amount: \$1,398,080
Completion Date: Fall 2023

Similar Project #3

Name: Olde Town at White's Pond
Location: Lewes, DE
Owner: Jack Lingo Asset Management
Description: Sitework for new residential subdivision
Amount: \$5,835,000
Completion Date: April 2024

Similar Project #4

Name: Lewes Waterfront Preserve
Location: Lewes, DE
Owner: Beacon Asset Management
Description: Sitework for new residential subdivision
Amount: \$3,952,000
Completion Date: Spring 2023

George & Lynch, Inc.

150 Lafferty Lane / Dover, DE 19901

Telephone (302) 736-3031 / Fax (302) 734-9743 / WWW.GEOLYN.COM

Infrastructure Contractor – Since 1923

NB#3
C-25-24

■ ■ ■ ■

ARCHITECTS
ENGINEERS

400 HIGH STREET
SEAFORD, DE 19973
PH: 302.628.1421
PH: 800.789.4462
seaford@gmbnet.com

SALISBURY
BALTIMORE
SEAFORD
LEWES
OCEAN VIEW

www.gmbnet.com

■ ■ ■ ■

April 18, 2024

City of Seaford
414 High Street
Seaford, DE 19973

Attn: Mr. Charles D. Anderson
City Manager

Re: CA Services Proposal
Western Sussex Business Campus – Phase 2A
Seaford, Delaware
GMB File 210189

Dear Mr. Anderson:

We are pleased to present this proposal for construction administration services for the above-noted project. This proposal includes participation by GMB's Civil/Site and Construction Services departments to assist the City of Seaford in monitoring the construction progress and ensuring it is done in accordance with the permitted plans and specifications. This proposal amends our existing design and bidding contract.

Our proposal is more particularly described as follows.

CONSTRUCTION ADMINISTRATION SERVICES

1. Perform periodic site visits to observe construction progress and to answer contractor questions. We have assumed a total of twelve (12) site visits, and one (1) punch list inspection.
2. Perform selected shop drawing reviews such as paving, concrete, manholes and catch basins, and piping (sewer, water & storm drain). We have assumed a total of forty (40) submittals among the site work proposed for the project.
3. Review contractor requests for information (RFI's). We have assumed a total of twenty (20) RFI's.
4. Review applications for payment and prepare change orders and provide claims assistance.
5. Progress Meeting Attendance. We have assumed a total of twelve (13) meetings which can be broken down to the pre-construction meeting, eleven (11) progress meetings and a project close out meeting.
6. Preparation of as-built drawings, based on red-lines supplied by Contractor, to satisfy applicable agency permit requirements. Completion of applicable agency construction completion certifications by Professional Engineer.
7. Update the City GIS and asset management systems with as-built data.

JAMES H. WILLEY, JR., P.E.
CHARLES M. O'DONNELL, III, P.E.
A. REGGIE MARINER, JR., P.E.
JAMES C. HOAGSON, P.E.
STEPHEN L. MARSH, P.E.
DAVID A. VANDERBEEK, P.E.
ROLAND E. HOLLAND, P.E.
JASON M. LYTLE, P.E.
CHRIS B. DERBYSHIRE, P.E.
MORGAN H. HELFRICH, AIA
KATHERINE J. MCALLISTER, P.E.
W. MARK GARDOCKY, P.E.
ANDREW J. LYONS, JR., P.E.

PETER A. BOZICK, JR., P.E.
JUDY A. SCHWARTZ, P.E.
W. BRICE FOXWELL, P.E.

JOHN E. BURNSWORTH, P.E.
VINCENT A. LUCIANI, P.E.
AUTUMN J. BURNS
CHRISTOPHER J. PFEIFER, P.E.
BENJAMIN K. HEARN, P.E.

INSPECTION SERVICES

From our discussions, the City requested inspection services for this important project especially with difficult construction conditions of deep sewer and jack and bore. GMB is proposing inspection services during the active construction period. With the contract duration being one-year, it is not anticipated that construction will occur over the entire contract duration, and the scope of services has been tailored to accommodate this. It is assumed that the construction duration will be approximately 42-weeks, which equates to an effort of 1,680 inspection manhours, which equates to an estimated hourly rate fee (\$100/hr) of **\$168,000**.

ASSUMPTIONS AND CONSIDERATIONS

- Construction contract duration is 365 consecutive calendar days. There is one (1) Add Alternate bid schedule to the contract which could potentially add 20 additional calendar days to the contract. We do not believe these Add Alternates will significantly impact the scope of construction administration services for this proposal.
- The City will be responsible for documentation and correspondence with the Contractor regarding contract execution/initiation.

FEE

We propose to accomplish the CA services work for an estimated fee of **\$79,501**, and the inspection services work for an estimate of **\$168,000**. Exhibit A is enclosed which shows an itemized manhour breakdown and derivation of fee. Billing for CA would be based upon the actual hours expended, plus a fixed fee, i.e. cost-plus-fixed fee format, with the RPR services being billed on an hourly basis.

If this proposal meets with your approval, please execute in the space provided below and return one (1) copy to our office as acceptance and notification to proceed.

If you have any questions, do not hesitate to contact me.

We thank you for this opportunity to be of service to the City of Seaford.

Sincerely,

George, Miles & Buhr, LLC


Chris Derbyshire, P.E.
Sr. Project Manager


Ben Hearn, P.E.
Project Manager

CBD/jad

Enclosures:

Exhibit A
GMB Schedule of Hourly Rates & Expenses
General Conditions

ACCEPTED FOR CITY OF SEAFORD:

By: _____

Printed Name: _____

Title: _____

Date: _____

Phone No.: _____

Email: _____

EXHIBIT A - MANHOUR BREAKDOWN & DERIVATION OF TECHNICAL PAYROLL

CONSTRUCTION ADMINISTRATION SERVICES
WESTERN SUSSEX BUSINESS PARK - Phase 2A
SEAFORD, DELAWARE

Work Task	Sr. Proj. Dir.	Sr. Eng/PM	PM	Grad. Eng	Designer	Const. Rep.	RPR	Admin.	Total
Contract Administration	-	2	80	160	-	-	-	-	242
Site Visit Inspections (12 Total) or Inspection Services	-	2	20	50	-	60	-	4	136
Purchlist Inspection	-	3	3	6	-	3	6	2	23
Shop Drawing Review (40)	-	5	20	80	-	-	-	10	115
GC RFIs (20)	-	5	10	40	-	-	-	10	65
Progress/Project Meetings (13)	-	6	12	22	-	6	-	6	52
Agency Asbuilt Drawings/Construction Certifications	-	2	5	2	30	-	-	-	39
GIS Update	-	2	3	30	30	-	-	-	33
									<u>705</u>
Total Hours		25	153	360	60	69	6	32	705
Hourly Rate	\$ 65.52	\$ 61.20	\$ 46.50	\$ 33.00	\$ 39.75	\$ 42.00	\$ 31.00	\$ 28.00	
Payroll	\$ -	\$ 1,530	\$ 7,115	\$ 11,880	\$ 2,385	\$ 2,898	\$ 186	\$ 896	\$ 26,890

Technical Payroll
Overhead and Fringe @
Direct Expense - Copies/Plots/Mileage

Estimated Cost

Determination of Fixed Fee

Technical Payroll - Total
Overhead - Total
Payroll + Overhead
Fixed Fee

Total Estimated Cost Plus Fixed Fee

26,890
43,023
500
70,413

26,890
43,023
69,913
9,089
\$ 79,501

160%

13%



GEORGE, MILES & BUHR, LLC

SCHEDULE OF HOURLY RATES & EXPENSES

HOURLY RATES

Effective April 25, 2024

CLASSIFICATION	HOURLY RATE
Senior Project Director	\$ 185.00 - \$ 225.00
Project Director	\$ 160.00 - \$ 205.00
Senior Project Manager	\$ 135.00 - \$ 185.00
Project Manager	\$ 115.00 - \$ 160.00
Assistant Project Manager	\$ 115.00 - \$ 155.00
Senior Project Engineer/Architect/Landscape Arch	\$ 115.00 - \$ 155.00
Senior Environmental Scientist	\$ 100.00 - \$ 155.00
Project Engineer/Architect/Landscape Arch	\$ 105.00 - \$ 145.00
Graduate Engineer/Architect/Landscape Arch	\$ 95.00 - \$ 140.00
Environmental Scientist	\$ 70.00 - \$ 135.00
Geospatial Analyst	\$ 70.00 - \$ 135.00
Senior Designer	\$ 90.00 - \$ 145.00
Designer	\$ 75.00 - \$ 115.00
CADD Operator	\$ 70.00 - \$ 100.00
Construction Representative	\$ 90.00 - \$ 135.00
Resident Project Representative (RPR)	\$ 65.00 - \$ 125.00
Senior Project Coordinator	\$ 90.00 - \$ 125.00
Project Coordinator	\$ 65.00 - \$ 115.00
Surveyor	\$ 95.00 - \$ 170.00
Survey Crew Chief	\$ 70.00 - \$ 120.00
Survey Technician	\$ 40.00 - \$ 80.00
Administrative/IT Support	\$ 50.00 - \$ 115.00
GIS Specialist	\$ 60.00 - \$ 95.00
Senior Technician	\$ 60.00 - \$ 125.00
Technician	\$ 40.00 - \$ 75.00

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	\$ 0.67/mile*
Subsistence (Meals & Lodging)	At Actual Cost

Overnight/Immediate Delivery

At Actual Cost

Survey Crew Rates

1-person crew	\$ 130.00/hour
2-person crew	\$ 160.00/hour
3-person crew	\$ 190.00/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

* Adjusted annually in accordance with the Internal Revenue Service Directives

GENERAL CONDITIONS (Effective July 1, 2021)

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 professional 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 provide GMB a Certificate of Merit issued 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.



NB# 4
6-25-24

121 Martin Luther King Jr. Blvd. North | Dover, DE 19901 | (302) 744-5000
AnalystTeam@delaware.gov

APPOINTMENT OF RECORDS OFFICER AND AUTHORIZED AGENTS FOR FY2025

ALL FIELDS MUST BE COMPLETED

MUNICIPALITY/COUNTY/DEPARTMENT: City of Seaford

DIVISION: City Hall

RECORD GROUP NUMBER: 7200

SECTION: Administration

PROGRAM/LOCATION: 414 High Street, Seaford, De

SECTION I: APPOINTMENT OF RECORDS OFFICER

(THIS SECTION TO BE USED, ONLY, FOR THE DIVISION OR DEPARTMENTAL RECORDS OFFICER APPOINTMENT.)

In accordance with [Title 29 Delaware Code, Section, 521](#), I appoint the following person as records officer to serve as liaison with the Delaware Public Archives for all agency records administration functions including requests for records retention scheduling, storage, and destruction services.

NAME Beth Stewart		TITLE City Clerk	
E-MAIL ADDRESS Bstewart@Seafordde.Com		TELEPHONE #: 3026299173	FAX #: 3026299307
STATE LOCATOR CODE	MAILING ADDRESS (Include: Street; Building, Town/City; State; Zip) 414 High Street, Seaford, De 19973		

SECTION II: APPOINTMENT OF AUTHORIZED AGENT(S)

In accordance with [Delaware Public Archives \(DPA\) policy](#), I appoint the following person(s) to serve as authorized agent(s). Authorized agents are personnel designated by their agency head and/or records officer to sign DPA transfer documents, destruction notices and record service forms authorizing the transfer of records to the DPA for storage, requests for destruction authorization, requests for information retrieval and to submit agency publications.

Attach Additional pages if more space if needed.

NAME Trisha Newcomer		TITLE Director Of Economic Dev. & Community Relations	
E-MAIL ADDRESS Tnewcomer@Seafordde.Com		TELEPHONE #: 3026299173	FAX #: 3026299307
STATE LOCATOR CODE	MAILING ADDRESS (Include: Street; Building, Town/City; State; Zip) 414 High Street, Seaford, De 19973		

NAME Charles Anderson		TITLE City Manager	
E-MAIL ADDRESS Canderson@Seafordde.Com		TELEPHONE #: 3026299173	FAX #: 3026299307
STATE LOCATOR CODE	MAILING ADDRESS (Include: Street; Building, Town/City; State; Zip) 414 High Street, Seaford, De 19973		

NAME June Merritt		TITLE Director Of Finance & HR	
E-MAIL ADDRESS Jmerritt@Seafordde.Com		TELEPHONE #: 3026299173	FAX #: 3026299307
STATE LOCATOR CODE	MAILING ADDRESS (Include: Street; Building, Town/City; State; Zip) 414 High Street, Seaford, De 19973		

NAME		TITLE	
E-MAIL ADDRESS		TELEPHONE #:	FAX #:
STATE LOCATOR CODE	MAILING ADDRESS (Include: Street; Building, Town/City; State; Zip)		

IMMEDIATELY NOTIFY THE DELAWARE PUBLIC ARCHIVES AS CHANGES OCCUR TO SECTIONS I or II ABOVE.

EFFECTIVE DATE:

7/1/24

APPROVED BY:

Agency Head (NAME)

City Manager

Title of Agency Head

Records Officer



121 Martin Luther King Jr. Blvd. North | Dover, DE 19901 | (302) 744-5000
Website: archives.delaware.gov | Email: AnalystTeam@delaware.gov

May 20, 2024

TO: State and Local Government Agency Heads and Records Officers

FROM:  Stephen M. Marz, CA
Director, Delaware Public Archives

SUBJECT: Records Officers & Authorized Agents Appointment FY2025

Records Officers and Authorized Agents appointments are updated on July 1st of each year in compliance with Delaware Public Archives (Archives) policy. This will ensure only authorized individuals are able to submit requests and make record related decisions for your agency. Accompanying this letter is the form used to appoint your Records Officers and Authorized Agents for fiscal year 2025.

The individuals appointed will serve as the liaison between your agency and the Archives for all agency records administration. Delaware Public Records Law ([29 Del. C. § 521](#)) requires each agency and political subdivision to designate as many as appropriate, but at least one Records Officer. In addition to the annual requirement to designate your Records Officers and Authorized Agents, your agency may find it necessary to add or remove Officers and Agents throughout the year as the need arises.

The appointed Records Officers and Authorized Agents assist the agency with the development and oversight of their records management program. Furthermore, they perform a number of key functions between your agency and the Archives:

- Records Officers are the primary points of contact with the Archives and submit and retain documentation of all requests for destruction, retrieval and transfer of records.
- Records Officers oversee the records management program at the agency.
- Records Officers work with the Archives to create or revise retention schedules to remain in compliance with statutory requirements and operational needs.
- Authorized Agents will assist the agency's Records Officers with records management duties by submitting requests for destruction, retrieval, and transfer of records.

Careful consideration should be taken with the selection of Records Officers and Authorized Agents, as the success of managing a records management program relies heavily on their thorough understanding of their agency and its functions. While one Records Officer for each agency, department, division, or operational unit may be sufficient, the Archives encourages agencies to appoint an appropriate number of authorized agents as necessary to support the agency's mission. This may also alleviate any inconvenience to the agency due to absences.

Important Reminders:

- Agencies must submit a [Destruction Notice](#) form and receive approval from the State Archivist prior to the destruction of their records. Please note that the Destruction Notice form has been updated. All requests for records destruction should be made using the current version of the form available on the [Government Services Section of the Archives website](#).
- All requests for transfers of records to the Archives must include a Content List which lists all of the files in each record box.
- Agencies should frequently review the [Archives webpage](#) for the most current forms, general retention schedules, procedures, and training information for records management.

Please submit the FY 2025 appointment forms to AnalystTeam@delaware.gov ***no later than June 7th, 2024***. All appointments are effective from July 1, 2024, through June 30, 2025. In the event that your agency must add or remove Records Officers or Authorized Agents please notify the Archives as soon as possible. The Archives will not provide record related services to an agency that has not appointed a Records Officer using the attached form. If you have any questions about completing this form, please contact your assigned [Records Analyst](#) or Hannah Morgan, Government Services Manager, at hannah.morgan@delaware.gov or (302) 744-5021.

Thank you for your cooperation.

City Committees – 2024

Economic Development

- Councilman Dan Henderson
- Charles Anderson
- Trisha Newcomer
- Joan Neal

Electric Committee

- Councilman Mike Bradley – Chair
- Pastor Isaac Ross
- Dave Downes
- Chris Simms
- Charles Anderson
- Bill Bennett
- Virginia “Gigi” Hastings
- Lex Grier

Parks & Recreation

- Councilman Alan Quillen – Chair
- Charles Anderson
- Trisha Newcomer
- Tina Hurley
- Katie Hickey
- Bobby Holston
- Jim Walsh
- Norma Ortiz
- Javier Leyva

Planning & Zoning

- Stacie Spicer – Chair
- Mike Bailey
- Mark Grassett
- Lawrence Purnell
- Debbie Hall
- Scott Pickinpaugh
- Brad Kauffman
- Jared Mast

Operations

- Councilwoman Stephanie Grassett – Chair
- Charles Anderson
- Berley Mears
- Chris Derbyshire

Antique Fire Truck Restoration

- Councilman Dan Henderson – Chair
- Barry Calhoun
- Mike Vincent
- Randy O' Bier
- John Botdorf
- Larry Mathis
- Rick Marvel
- Ron Marvel
- Mark O'Bier
- Wayne Rigby
- Byron Taylor

Emergency Preparedness

- Mayor Matt MacCoy – Chair
- Charles Anderson
- Trisha Newcomer
- Pat Ryan
- Marshall Craft
- Jack Wilson

Police Chief's Advisory Board (PCAB)

- Vice-Mayor Dan Henderson – Chair
- Debbie Hall
- Florence Cephas
- Kevin Andrews
- Mark Grassett
- Pastor Kim McGill
- Pastor Tesha Miller
- Alan Quillen
- La'Angela Todd

NBAG
6-25-24

FIBER USE LICENSE AGREEMENT

This Fiber Use Agreement is being entered into as of the ___ day of _____, 2024 by and between, the CITY OF SEAFORD, a municipal corporation (Licensor) and TidalHealth (Licensee) having its business in Seaford, DE.

RECITALS

Licensor owns certain fiber optic facilities (Licensor's Facilities) and desires to license certain unused capacity on its Seaford, Delaware area fiber optic communications network to the Licensee to enhance utilization and to obtain additional revenues.

Licensee currently has license rights to 24 fibers of the City's 96 fiber ring network through a previous license agreement. Licensee desires to expand its system within the Seaford area, and in the interests of convenience and efficiency, Licensee finds it prudent and economical to lease space and capacity on City owned facilities rather than to install additional facilities.

Licensor and Licensee hereby agree that this agreement will be elastic to the extent that additional locations and facilities can be added from time to time with the addition of Annexes that describe the specific fiber optic facilities and installation costs related to that facility. Upon the addition of Annexes to this agreement the fee schedule outlined in section 4.1.4 will be revised to reflect the additional costs for the new fiber optic facilities, installation, and other related costs.

Licensor and Licensee believe that the interests of the public and the Parties will be well served by using fibers of Licensor's unused fiber optic capacity in accordance with the terms and conditions contained herein.

AGREEMENTS

NOW, THEREFORE, in consideration of the mutual covenants, agreements and undertakings contained herein, the Parties agree as follows:

Article 1. Incorporation of Recitals

The above reference recitals are incorporated in this Agreement as if fully set forth herein.

Article 2. Grant of License

2.1 Licensor hereby grants to Licensee a license to use fibers along Licensor's fiber optic network ("Licensed Fibers"), as identified in Exhibit A of each of the attached Annexes, incorporated by this reference. The Licensor retains the right to use and otherwise license additional fibers along the Licensor's fiber optic network.

No use of Licensor's Facilities or payment of any charges required under this License shall create or vest in Licensee any easements or other ownership of property rights of any nature in the Licensed Fibers or in Licensor's Facilities.

2.2 Technical Specifications: A detailed specification of the Licensed Fibers is contained in Exhibit B, incorporated herein.

2.3 Testing and Acceptance of Licensed Fibers: Licensor shall perform acceptance tests to ensure that the Licensed Fibers meet the technical specifications described in Exhibit B. Licensor shall provide Licensee with written results of such tests, if required by Licensee. If the Licensed Fibers fail to meet the specifications, Licensor shall repair or substitute fibers that meet the required tests and specifications, unless Licensee otherwise accepts the original fibers. Upon receipt of test results, if required, Licensee shall accept the Licensed Fibers and such date of acceptance shall be the Acceptance Date.

Article 3: Term

3.1 The term of this Agreement and Licenses granted herein shall be five years (5) commencing on the 1st day of January 2024, this date will be deemed to be the date of commencement of this Agreement. At the end of the initial term of the agreement, Licensee shall have the right to renew this agreement for an additional 5 years at a mutually agreed rate.

3.2 Immediately upon termination of this Agreement by the expiration of the term hereof or otherwise, Licensee shall peaceably quit and surrender the Licensed Fibers to Licensor.

Article 4: Compensation

4.1 License Fee: Licensee shall pay a License fee to Licensor for use of the Licensed Fibers, subject to adjustments as provided in section 4.1.3.

4.1.1 Fees shall be paid annually, in advance, and shall be billed on the first business day of the calendar year for that year's lease at which time the invoice will be considered due and payable.

4.1.2 In the event of termination of this Agreement and License by the expiration of the term hereof or otherwise, Licensee shall pay a prorated portion of the fees due for the remainder of the lease term. Any excess fees previously paid to Licensor shall be promptly refunded to Licensee upon termination, less any set-off for damages to the Licensed Facilities or unpaid fees and charges.

4.1.3 The annual fee for the Licensed Fiber will escalate at the rates noted below:

2024	Jan 2, 2024	0%
2025	Jan 2, 2025	0%
2026	Jan 2, 2026	0%
2027	Jan 2, 2027	1%
2028	Jan 2, 2028	2%

4.1.4 The annual fee for the Licensed Fiber shall be billed to the Licensee by the Licensor in accordance with the following schedule:

Year	Due Date	Amount Due
2024		\$24,938.96 (All 2024 fees due 30 days after agreement execution)
2025	Jan 2, 2025	\$24,938.96
2026	Jan 2, 2026	\$24,938.96
2027	Jan 2, 2027	\$25,188.35
2028	Jan 2, 2028	\$25,692.12

4.1.5 Should outside engineering assistance be required for design and installation, a one-time engineering fee will be charged for each splice location that Licensee accesses Licensor's fiber optic network. This fee covers only the documentation cost for this splice location. Installation costs are not included in this amount.

4.2 Ownership of Access Points: Licensee will be responsible for all costs of materials and labor required for the installation of access points or splice points and Demarcation Box as listed in Exhibit C. At such time installation is complete at access/splice point(s) listed in Exhibit C incorporated herein, Licensee shall give sole ownership of such locations, including but not limited to handholds, splice enclosures and Demarcation Box to Licensor unless otherwise specified in Exhibit C.

Article 5: Taxes, Licenses, Liens

5.1 During the term hereof, Licensee shall pay, when due, all taxes, including premise or property taxes, sales and use taxes, or any other fees in lieu of taxes assessed pursuant to the use of the Licensed Fibers by Licensee, which are directly assessed on Licensee's activities involving the Licensed Fibers, as well as Licensee's use of Licensor's Facilities. Licensee shall keep Licensor's Facilities and the Licensed Fibers free from all liens, including but not limited to mechanics liens and encumbrances by reason of the use of the Licensed Fibers by Licensee. If Licensee shall fail to pay the above-mentioned taxes, assessments or other fees when due, Licensor shall have the right to pay the same and charge the amount thereof to Licensee, who shall pay the same upon demand, or Licensor shall have the right to terminate Fiber Lease Agreement. Licensor's right to pay the same does not change the fact that Licensee's failure to pay such is a breach of this agreement.

- 5.2 Should any such tax or taxes be levied and/or assessed, Licensor shall notify Licensee accordingly as soon as is reasonably practical. Licensor shall also provide Licensee with copies of all notices, bills, and other pertinent documentation. Licensee shall, within 30 days of receipt of such written notification(s), pay all such amounts.

Article 6: Licensee's Racks and Equipment

- 6.1 Licensee shall have the option to install racks and equipment, at its sole expense, within the Licensee's Premises as shown in the relevant Annex documentation of this agreement. Licensee shall be responsible for installation of fiber from the Demarcation Box to Licensee's equipment within Licensee's Premises. The Point of Presence shall be the installed fiber within the Demarcation Box at Licensee's place of business.
- 6.2 Said equipment at Licensee's place of business, including fibers installed by Licensee between the Demarcation Box and Licensee's equipment, as well as any and all electronic equipment installed therein, shall be and remain the sole and exclusive property of Licensee. Licensor shall neither make any claim on nor claim any property interest in such equipment so long as Licensee is not in default of this Agreement. Nor shall Licensor permit any lien or other encumbrance upon Licensee's equipment by Licensee or any third party.
- 6.3 Said equipment placed thereon shall be installed in accordance with good engineering practices compatible with the specific fiber installed.
- 6.4 Licensee and Licensor shall each lock their respective sides of any installed Demarcation Box. Licensee shall be able to access their side of the demarcation boxes during the term of the Agreement.
- 6.5 Upon termination of this Agreement by the expiration of the term hereof or otherwise, Licensee shall immediately remove all connections to the fiber and the Licensor will lock and assume ownership of demarcation boxes.

Article 7: Maintenance

7.1 Licensed Fibers

- 7.1.1 Licensee agrees to pay all costs (time and materials) of maintenance of the network if the required maintenance is caused by the Licensee's improper connection to the Licensed Fibers.
- 7.1.2 Licensor agrees to pay all costs (time and materials) of maintenance of the Licensed Fibers. In the event a repair technician is dispatched due to faulty equipment owned by the Licensee, Licensee agrees to pay all maintenance costs (time and materials) incurred by the Licensor as a result of Licensee's faulty equipment.

- 7.1.3 Licensors agree to use reasonable efforts to perform such maintenance, if required. Subject to Force Majeure, Licensors will notify Licensee regarding outage emergencies in connection with the Licensed Fibers. Licensors and Licensee will provide regular and after-hours contact information annually for notification of outages.
- 7.1.4 In the event of interruptions longer than 24 hours, Licensors will, as soon as is reasonably possible, provide alternate capacity to Licensee subject to availability within Licensors' Facilities. In the event of an interruption longer than 24 hours, Licensee shall be entitled to an abatement of its lease, for the specific location that experienced the outage, to be deducted from the next payment otherwise due under this agreement based on outage duration. If caused by faulty connections, licensed or approved contractor shall repair outage.
- 7.1.5 The period(s) of any interruption(s) shall be measured from the time Licensors received notice, to the time the service is reported restored to the Licensors. Scheduled outages, for maintenance purposes, shall not be counted as interruptions as defined in 7.1.3. Scheduled outages shall be those outages of which Licensee has at least a fourteen (14)-day advance notice.
- 7.1.6 Except in emergency situations, if the Licensors need to repair or replace any of the Licensed Fibers to comply with the specifications stipulated in Exhibit B, the Licensors shall notify the Licensee in writing not less than fourteen (14) days prior to the time that the work will take place where the Licensee's use of the Licensed Fibers will be interrupted, and the estimated duration of the interruption. In the event of such repair or replacement, the interruption will not be considered as one of the aforementioned interruptions as defined in 7.1.3. To the extent possible, Licensors and Licensee shall agree upon the times maintenance will be performed so as not to interfere with Licensee's business; however, Licensors retain the right to perform maintenance on Licensed Fibers upon proper notification to Licensee without a mutual agreement between parties.
- 7.1.7 In the event of emergency situations, Licensors shall notify Licensee as soon as possible. In the event that Licensors' electrical and telecommunications service capacity and Licensee's telecommunications capacity are interrupted, restoration of Licensee's fiber capacity shall be at all times, subordinate to restoration of Licensors' electrical and telecommunications capacity, unless otherwise previously agreed to in writing by both Parties. Should Licensors not be able to effect repairs within a reasonable response time after notice of the emergency, both parties agree to meet to determine methods to restore Licensee's fiber(s) including consideration of Licensors granting Licensee permission to make repairs to its connections or licensed fibers, and to restore its capacity, using a qualified contractor approved by Licensors, as long as such restoration efforts do not interfere with Licensors' restoration activities. Both parties acknowledge that, in the event that an outage is caused by a natural disaster, weather, automobile accident or similar incident, which causes a simultaneous electrical power outage, that the electrical power must first be restored prior to the fiber network. It is further acknowledged by the Parties that as a Municipal Electric Utility, Licensors has a duty to provide electrical

services to its customers, and that provisions of said electrical service shall be the Licensor's top priority.

Article 8: Relocation

8.1 Licensed Fibers

8.1.1 Licensor shall make no changes in the location of the Licensed Fibers without sixty (60) days written notification to Licensee.

8.1.2 If for any reason, Licensor is required by any third party, including, but not limited to a government entity, to relocate any of the facilities used or required in providing the Licensed Fibers, Licensor shall give Licensee at least thirty (30) days, or as much time as Licensor reasonably can, prior written notice of any such relocation and Licensee shall be entitled to terminate this Agreement, without penalty, by giving at least thirty (30) days prior written notice to Licensor. If such notice does not terminate this Agreement, Licensor shall relocate the Licensed Fibers at Licensor's sole cost and expense. If Licensor desires, for any other reason, to relocate any of the facilities used or required in providing the Licensed Fibers, such relation shall be undertaken at Licensor's sole cost and expense.

8.1.3 During relocation scheduled outages may occur. Licensor shall attempt to give Licensee at least thirty (30) days, or as much time as Licensor reasonably can, prior written notice of any such outages. Both parties acknowledge that, in the event of an outage caused by natural disaster, weather, automobile accident or similar capacity that causes a simultaneous power outage, the power must be restored first prior to the fiber network. As a municipal electric utility, Licensor has a duty to restore electrical services as its top priority.

8.2 Costs

8.2.1 In the event relocation of Licensor's Facilities including Licensed Fibers is required by any third party, any governmental agency, or in conjunction with the electric system needs of Licensor, all costs associated with such required relocation of Licensor's Facilities, which are not paid by a third party shall be the sole responsibility of Licensor. In the event of such relocation requirement, Licensor shall use reasonable efforts to provide alternate locations for Licensed Fibers. Licensor shall give Licensee at least thirty (30) days, or as much time as Licensor reasonably can, prior written notice of any such relocation and Licensee shall be entitled to terminate this Agreement, without penalty, by giving at least thirty (30) days prior written notice to Licensor due to relocation.

Article 9: Reclamation

- 9.1 Subject to the terms, conditions and limitations set forth in this agreement, Licensor shall have the right to the License of any or all the Licensed Fibers on any or all segments of the network for use (and solely for use) directly by Licensor.
- 9.2 In the event that Licensor desires to reclaim any Licensed Fibers, Licensor shall give notice of such intent to Licensee at least twelve (12) months prior to the date of reclamation (Reclamation Notice). The Reclamation Notice shall identify each Licensed Fiber on each segment, which Licensor desires to reclaim, and the intended date of reclamation.
- 9.3 At any time, following receipt of a Reclamation Notice, Licensee may initiate negotiations with Licensor as to possible alternatives to reclamation, including, for example, (1) greater compression of Licensee's traffic on the fibers within the network already in use by Licensor, (2) alternate or additional optoelectronic equipment, (3) alternate routes, and/or (4) installation of additional fibers along the network. Licensor and Licensee each shall conduct any such negotiations in good faith. The exact alternative(s) to reclamation (if any) and the allocation of the costs thereof between the parties shall be subject to mutual consent.
- 9.4 Unless otherwise agreed between Licensor and Licensee pursuant to paragraphs (9.2, 9.3) above, reclamation shall be effective on the date of reclamation set forth in the Reclamation Notice. Licensee shall be entitled to a fee adjustment with respect to the Licensed Fibers subject to the reclamation date.

Article 10: Representations and Warranties

- 10.1 Licensor represents that, to its knowledge, after due inquiry, it has the right and authority to enter into this Agreement and grant the rights and Licenses contained herein.
- 10.2 Licensee represents that, to its knowledge, after due inquiry, it has all licenses, permits and rights authorizing it to enter into this Agreement.

Article 11: Assignment and Transfer

- 11.1 Unless specifically provided herein, Licensee shall not assign, transfer or sublet any of the privileges described in this Agreement without the prior written consent of the Licensor, said consent not to be unreasonably withheld, provided that Licensee may assign, transfer or sublet its rights hereunder to a parent, or wholly-owned affiliate or subsidiary company or purchaser of all, or substantially all, of its assets or stock without consent of the Licensor.
- 11.2 Licensee will not, directly, or indirectly, or through a Controlled Affiliate of Licensee, transfer or sublet any of the privileges described in this Agreement to a third party.

Article 12: Indemnification

- 12.1 The Licenser does hereby release and agrees to indemnify, defend and save harmless the Licensee and its agents from all claims, actions, causes of action, demands, judgments, costs, expenses and all damages of every kind and nature, incurred by or on behalf of any person or corporation whatsoever, predicted upon injury or death of any person or loss of or damage to property of whatever ownership, including the parties to this Agreement and their employees, and arising out of or connected with, in any manner, directly or indirectly, the Licenser's operations or rights granted under this License.
- 12.2 Licenser shall not be liable to Licensee for costs or consequential damages of any nature associated with interruptions to Licensee's business resulting from disruptions of service or performance failures of the leased fibers.

Article 13: Insurance

- 13.1 Licensee agrees to execute and deliver to Licenser at the time of acceptance and execution of this Agreement, and yearly during the term of this agreement, a commercial general liability insurance policy, including public liability, contractual liability, premises liability, and property damage, acceptable to and approved by the City Manager, covering bodily injury and property damage, premises, operations described hereunder and products therein, in an amount of \$1,000,000 combined single limit - each occurrence and \$2,000,000 combined single limit - general aggregate. At the time of agreement renewal or extension the City Manager shall have the option to review the insurance limits herein and require additions if warranted.
- 13.2 The Licenser shall be listed as an additional named insured in any required liability insurance policy. Such policies shall state that this coverage is to function as the "primary" insurance coverage for Licensee.
- 13.3 Certified copies of the above policy, or a certificate evidencing the existence thereof, or a binder shall be delivered to the Licenser upon the execution of this Agreement, and yearly thereafter for the term of the Agreement. In the event a binder is delivered, it shall be replaced within ten days by a certificate of insurance. Each such policy or certificate shall contain a valid provision or endorsement that the policy may not be canceled, terminated, changed, or modified without giving thirty days written notice thereof to Licenser.
- 13.4 A renewal certificate shall be delivered to Licenser at least fifteen days prior to a policy's expiration date except for any policy expiring on or after the expiration date of this Agreement.
- 13.5 Licensee further shall at all times maintain adequate Workmen's Compensation Insurance with an authorized insurance company insuring the payment of compensation to all employees engaged in the operation of the facility.

- 13.6 Failure to maintain or provide proof of insurance shall constitute an immediate breach of this Agreement and shall be considered cause for termination of this Agreement at the sole discretion of Licensor.
- 13.7 At all times during the term of this Agreement, Licensee shall maintain and shall require its contractor and subcontractors, which do any work in connection with this Agreement, to maintain insurance coverage as described herein and will produce proof of insurance on demand by Licensor.
- 13.8 Excess liability/umbrella coverage for limits of not less than \$5,000,000 each occurrence and \$5,000,000 aggregate - other than products/completed operations and auto liability. Such insurance shall name Licensor, its officers, agents, elected officials, contractors, and employees as additional insured.
- 13.9 Licensee shall provide Licensor with proof of such insurance coverage in the form of a Certificate of Insurance prior to acceptance of the Licensed Fibers, and such insurance policies shall provide that Licensor shall receive not less than thirty (30) days written notice prior to the cancellation or reduction in coverage of such insurance.
- 13.10 In the event Licensee fails to obtain the required insurance, Licensor reserves the right to terminate this agreement.

Article 14: Default

- 14.1 In the event either Party shall fail to observe or perform any of the terms and provisions of this Agreement and such failure shall continue for a period of thirty (30) days after receipt of written notice from the non-defaulting party ("Default"), then the non-defaulting party may terminate this Agreement provided; however, that where such Default cannot reasonably be cured within such period, and the defaulting party has proceeded promptly to cure the same and is prosecuting such cure with diligence, the time for curing such Default shall be extended for an amount of time, not to exceed sixty (60) days, as may be necessary under the circumstances to complete such cure.

Article 15: Termination

Licensor may, at its sole discretion, terminate this License upon the conditions set forth for cause and at its discretion.

- 15.1 For Cause, Without Illegality: Licensor may terminate this Agreement and may repossess the Licensed Fibers in the event that any payment or amount is not furnished the Licensor as set forth in Article 4 hereof, when due, upon giving fifteen days written notice to the Licensee of the Licensor's intention to terminate unless full and proper payment is made to the Licensor of all monies due on or before the expiration of the fifteen day period indicated in the notice. In like manner, upon thirty days written notice, the Licensor may terminate the License Agreement in the event of any of the other terms of this Agreement other than involving violation of any penal law, having been violated, unless Licensee

has fully rectified any such failure to conform to the conditions of the Agreement within such period.

- 15.2 For Cause, With Illegality: The Licenser may, at its sole discretion, terminate this License Agreement, effective immediately, upon the giving of written notice of termination, in the event that Licensee engages in, or permits, the violation, pursuant to the appropriate standard of proof provided by law, or any federal, state or city penal law or ordinance in the operation of said facility.
- 15.3 Surrender of Licensed Fibers Upon Termination: On the License Expiration Date or any earlier termination of Licensee's rights to use any or all of the licensed fibers under this Agreement, regardless of the reason for termination, Licensee shall promptly peaceably quit and surrender the licensed fibers to Licenser.

Article 16: Renewal Provisions

- 16.1 Licensee shall provide 12 months notice of intent to renew Fiber Use Lease Agreement prior to date of expiration of the current Agreement.

Article: General Provisions

- 17.1 Confidentiality: If either Party provides confidential information to the other in writing and is identified as such, the receiving Party shall protect the confidential information from disclosure to third parties with the same degree of care afforded its own confidential and proprietary information. Neither Party shall; however, be required to hold confidential any information which becomes publicly available other than through the recipient, which is required to be disclosed by a governmental or judicial order, by statute, is independently developed by the receiving party or which becomes available to the receiving party without known restrictions from a third party.
- 17.2 Costs: Except as otherwise expressly provided above, each party shall bear all of its own attorney's fees and other expenses related to this Agreement.
- 17.3 No Third-Party Beneficiaries: None of the terms or conditions in this Agreement shall give or allow any claim, benefit, or right of action by any third person not a party hereto. Any person other than the Licenser or the Licensee receiving services or benefits under this Agreement shall be only an incidental beneficiary.
- 17.4 No Partnership: The Parties acknowledge and agree that this Agreement does not create a partnership between, or a joint venture of, Licenser and Licensee.
- 17.5 Binding Effect: This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.

- 17.6 Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware without giving effect to the principles of conflicts of laws.
- 17.7 Severability: In the event any term, covenant or condition of this Agreement, or the application of such term, covenant or condition, shall be held invalid as to any person or circumstance by any court having jurisdiction, all other terms, covenants and conditions of this Agreement and their application shall not be affected thereby, but shall remain in force and effect unless a court holds that the invalid term, covenant or condition is not separable from all other terms, covenants and conditions of this Agreement.
- 17.8 Force Majeure: Neither Party shall be liable to the other for any failure or performance under this Agreement due to causes beyond its control, including, but not limited to: acts of God, fire, flood or other catastrophes, adverse weather conditions, material or facility shortages or unavailability not resulting from such party's failure to timely place orders therefore, lack of transportation, the imposition of any governmental codes, ordinances, laws, rules, regulations or restrictions, national emergencies, insurrections, riots, wars or strikes, lock-outs, work stoppages or other labor difficulties.
- 17.9 Waiver: No delay or omission by either party to exercise any right or power occurring upon non-compliance or failure of performance by the other Party shall impair that right or power or be construed to be a waiver thereof. A waiver by either Party of any of the covenants, conditions, or agreements to be performed by the other Party shall not be construed to be a general waiver of any such covenants, conditions, or agreements, but the same shall be and remain at all times in full force and effect.
- 17.10 Headings: The Article headings herein are for convenience and reference only, and in no way define or limit the scope and content of this Agreement or in any way affect its provisions.
- 17.11 Notices: All notices, requests, or other communications (other than those normally required during the installation process) under this Agreement or required by law shall be in writing and shall be hand-delivered, sent by overnight delivery service, mailed by first-class, registered, or certified mail, postage prepaid and return receipt requested, or transmitted by telegram or facsimile.
- 17.12 No Implied Representations: No representations, agreements, covenants, warranties, or certifications, expressed or implied, shall exist as between the parties, except as specifically set forth in this Agreement.

17.13 Integrated Agreement and Amendments: This Agreement is an integration of the entire understanding of the parties with respect to the matters set forth herein. The parties shall have the right to amend this Agreement by adding additional locations and facilities as described in additional (or modified) Annexes in writing with the proper official signatures attached thereto. Once executed by both parties, the revised agreement will supersede the original agreement and be in full force and effect and constitute the entire understanding of the parties with respect to the matters set forth herein.

17.14 Both Licensor and Licensee are willing to proceed with further negotiations on additional fiber build outs.

TIDAL HEALTH
(LICENSEE)

CITY OF SEAFORD
(LICENSOR)

LICENSEE

MAYOR

LICENSEE

CITY MANAGER

ATTEST:

WITNESS

WITNESS

Annex I

Exhibit A

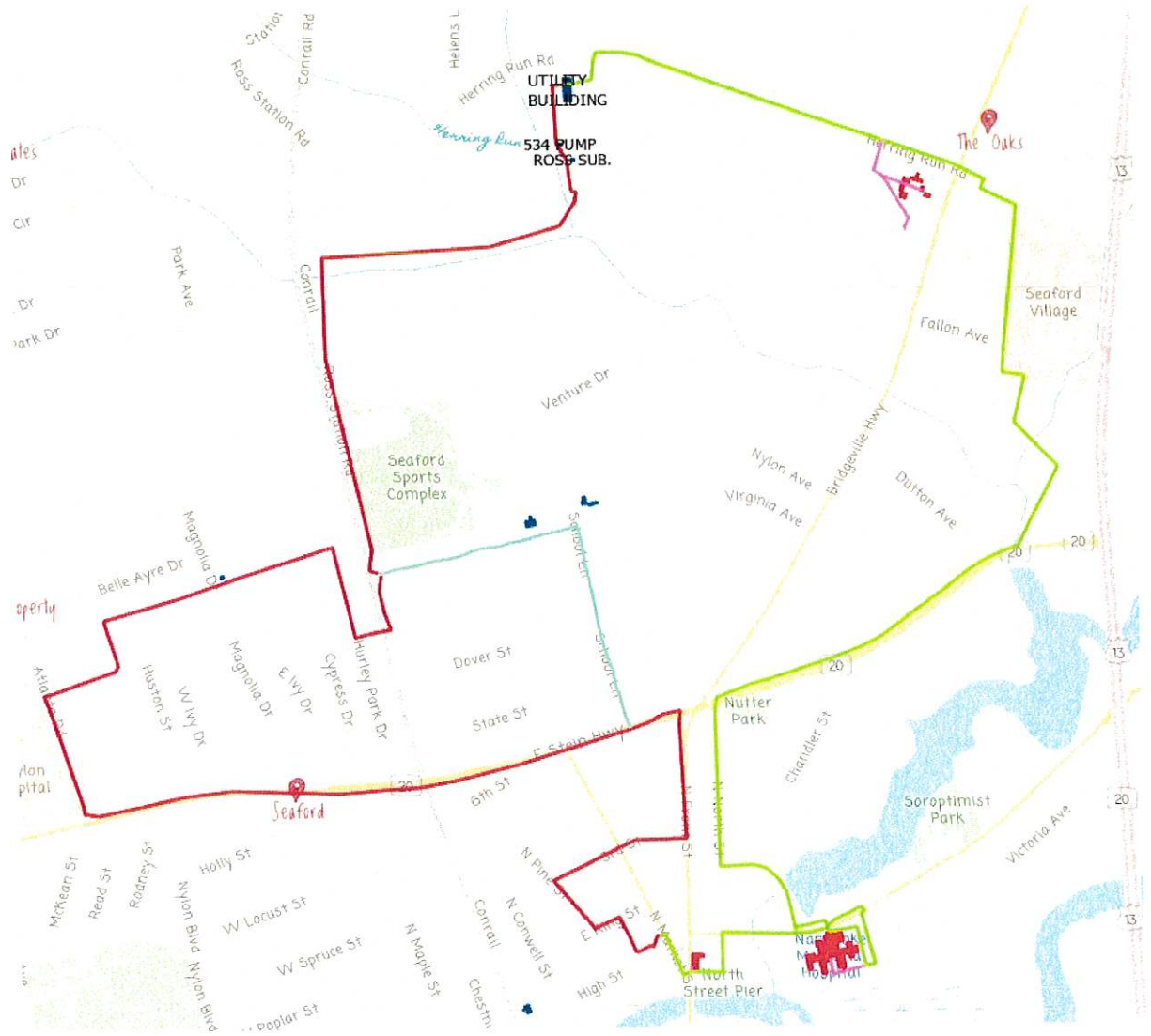


EXHIBIT B

FIBER OPTICS CABLE SPECIFICATIONS

The configurations for Seaford's Fiber Optics Communications System are comprised of Single Mode All Dielectric Self-Supporting (ADSS) fiber cable designed for high-speed transmission of voice and data communications.

General design tests shall be performed in accordance with IEEE Draft Standard for ADSS, P-1222. All measurements shall be per relevant EIA/TIA Standards.

- A. Total System Distances: = 62,290 ft (Around 11.8 miles)
- B. Cable Fibers:
- Main Trunk: 96
 - Leased Strands: Strand #73 to 96 (24 strands total)
- C. Cable Life Expectancy:
- 40 years from date of installation in 2003
 - Cable warranted by manufacturer for 10 years from date of installation.
- D. Cable Specifications:
- | | <u>12 - 48 Fibers</u> | <u>96 Fibers</u> |
|-----------------------------|--|--------------------------------------|
| - Max. cable attenuation | 0.40 dB/Km@1310nm
0.30 dB/KM@1550nm | 0.40dB/KM@1310nm
0.30dB/KM@1550nm |
| - Glass Manufacturer: | Alcatel | Alcatel |
| - Fibers/Tube: | 12 | 24 |
| - Bend Radius: | | |
| • 10x cable radius w/o load | 5.49 in. | 5.88 in. |
| • 20x cable radius w/ load | 10.98 in. | 11.76 in. |
| - Maximum Span: | 350 Ft. | 350 Ft. |
| - Operating Temperature: | - 40C to 60C | - 40C to 60C |
| - Cable Diameter: | 0.549 in. | 0.588 in. |
| - Max. rated cable load: | 1870 lbs. | 1530 lbs. |
| - Cable weight: | 0.103 lb/ft. | 0.119 lb/ft. |

EXHIBIT C

FIBER OPTICS – LICENSEE CABLE ACCESS POINTS

The proposed configuration for Seaford's Fiber Optics Communications System to the Licensee are comprised of a Single Mode ADSS cable run from the Licensors utility poles or underground facilities to Demarcation Box on Licensee's building as identified in Exhibit A marked as the red and green lines.

A 96-fiber cable is 62,290 feet (approximately 11.8-miles) in length running around the City of Seaford. The cable has four (4) Demarc locations, two (2) of which are owned by Licensee, which are needed for testing and/or troubleshooting connections. The Demarc locations are located at 801 Middleford Rd, Seaford, DE 19973 and 100 Rawlins Dr, Seaford, DE 19973 will NOT be included in any tap annex fees.

A. Performance acceptance tests of the fiber prior to installation will be provided by the Licensor to the Licensee as described in Article 2, Item 2.3. A continuity test of the installed fiber will be conducted by a mutually agreed upon contractor and a copy of the test results furnished to the Licensor and Licensee.

B. Enclosure and Demarcation Box Specifications:

1. City Hall Basement – 2 x Siemon 128 Strand Rack Mount Splice Case
2. Utility Building – 2 x Siemon 128 Strand Rack Mount Splice Case
3. Hospital
 - Outside Case – Metal Enclosure
 - 1 x Siemon 48 Strand Wall Mount Splice Case
4. Mears Campus – 1 x 48 Strand Rack Mount Splice Case

EXHIBIT D

FIBER OPTIC LEASE RATES AND CALCULATIONS

Length of leased fiber: 62,290 ft (11.8 miles)

Number of strands: 24

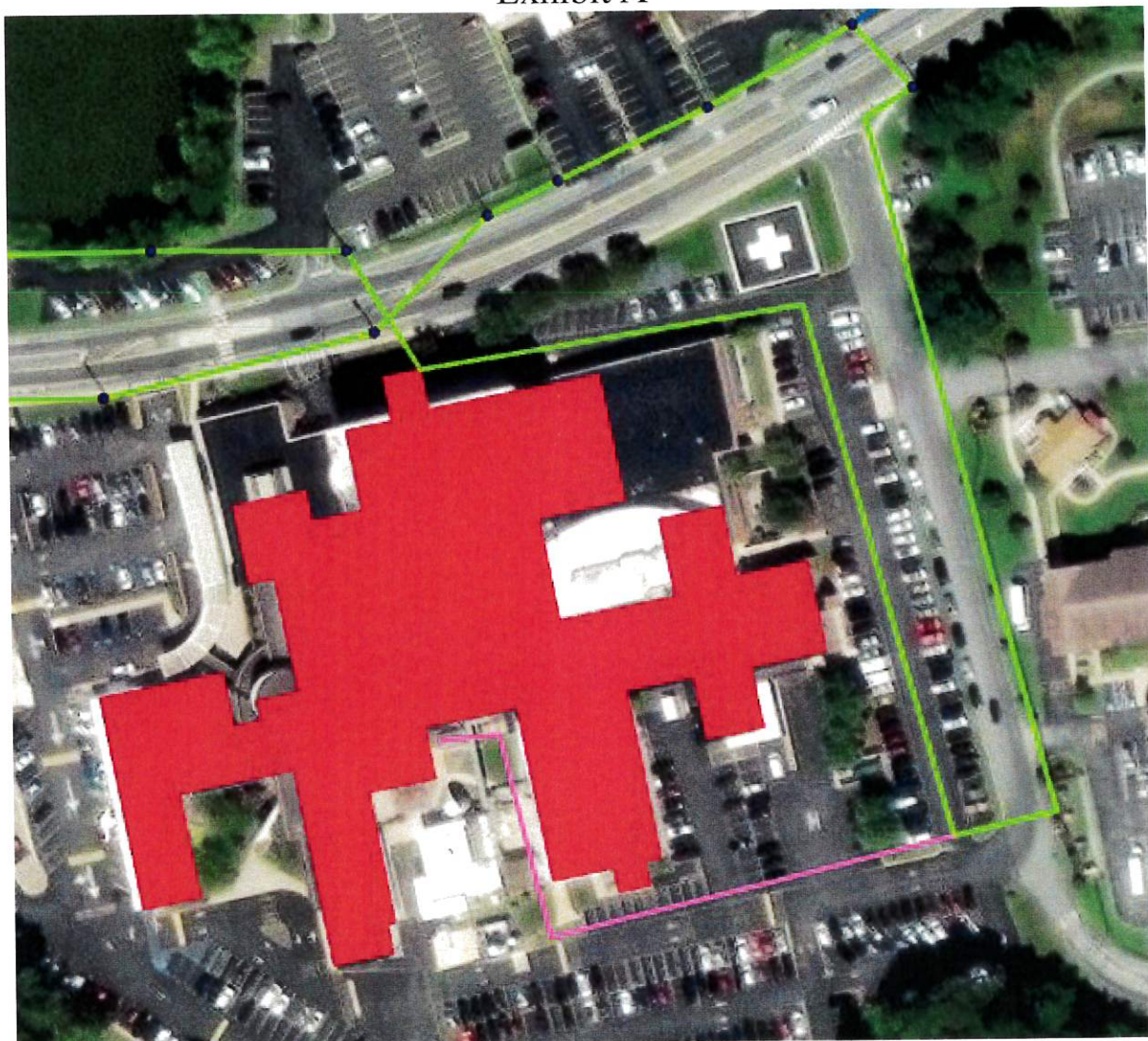
Dark Fiber Lease Rate Per Foot: \$0.00134/fiber/foot/month

Annual Fee Calculation: 24 fibers x \$0.00134x 62,290 ft x 12 months = \$24,038.96 per year

Installation and Splice Fees (due at time of installation): N/A. System Installed prior to contract restructuring.

ANNEX II

Exhibit A



801 Middleford Road, Seafood, DE 19973

EXHIBIT B

FIBER OPTICS CABLE SPECIFICATIONS

The configurations for Seaford's Fiber Optics Communications System are comprised of Single Mode All Dielectric Self-Supporting (ADSS) fiber cable designed for high-speed transmission of voice and data communications.

General design tests shall be performed in accordance with IEEE Draft Standard for ADSS, P-1222. All measurements shall be per relevant EIA/TIA Standards.

Total Tap Distances: 500 ft

A. Cable Fibers:

- Tap Strand Count: 48

12 - 48 Fibers

96 Fibers

B. Cable Specifications:

- Max. cable attenuation 0.40 dB/Km@1310nm 0.40dB/KM@1310nm
 0.30 dB/KM@1550nm 0.30dB/KM@1550nm

- Glass Manufacturer:

Alcatel

Alcatel

- Fibers/Tube:

12

24

- Bend Radius:

- 10x cable radius w/o load 5.49 in.
- 20x cable radius w/ load 10.98 in.

5.88 in.
11.76 in.

- Maximum Span:

350 Ft.

350 Ft.

- Operating Temperature:

- 40C to 60C

- 40C to 60C

- Cable Diameter:

0.549 in.

0.588 in.

- Max. rated cable load:

1870 lbs.

1530 lbs.

- Cable weight:

0.103 lb/ft.

0.119 lb/ft.

EXHIBIT C

FIBER OPTICS – LICENSEE CABLE ACCESS POINTS

The proposed configuration for Seaford's Fiber Optics Communications System to the Licensee are comprised of a Single Mode ADSS cable run from the Licensors utility poles or underground facilities to Demarcation Box on Licensee's building as identified in Exhibit A.

- A. A 48-fiber cable of approximately 500 feet in length originating from Splice Point in Licensor's underground manhole located at the southeast entrance of the parking lot of the Licensee's building. The cable continues to a mutually agreed upon location on a building located at 801 Middleford Rd, Seaford, DE 19973, where the cable was terminated in an enclosure with Demarcation Box provided and installed by the Licensee. The licensee will maintain ownership of the Demarc Box along with all the equipment within the enclosure at this location.
- B. Performance acceptance tests of the fiber prior to installation will be provided by the Licensor to the Licensee as described in Article 2, Item 2.3. A continuity test of the installed fiber will be conducted by a mutually agreed upon contractor and a copy of the test results furnished to the Licensor and Licensee.
- C. Enclosure and Demarcation Box Specifications:
 - a. Hospital
 - i. Outside Case – Metal Enclosure
 - ii. 1 x Siemon 48 Strand Wall Mount Splice Case

EXHIBIT D

FIBER OPTIC LEASE TAP RATE AND CALCULATIONS

Number of strands available: 48 (Used as 24 East / 24 West)

Fiber Lease Tap Rate: \$0.0 /month (see Annex 1. Exhibit C Paragraph 2)

Annual Tap Calculation: 1 Tap x \$0.0 x 12 months = \$0.00 per year

Installation and Splice Fees (due at time of installation): N/A. System Installed prior to contract restructuring.

ANNEX III

Exhibit A



100 Rawlins Drive, Seaford, DE 19973

EXHIBIT B

FIBER OPTICS CABLE SPECIFICATIONS

The configurations for Seaford's Fiber Optics Communications System are comprised of Single Mode All Dielectric Self-Supporting (ADSS) fiber cable designed for high-speed transmission of voice and data communications.

General design tests shall be performed in accordance with IEEE Draft Standard for ADSS, P-1222. All measurements shall be per relevant EIA/TIA Standards.

Total Tap Distances: 1,000 ft

A. Cable Fibers:

- Tap Strand Count: 48

	<u>12 - 48 Fibers</u>	<u>96 Fibers</u>
B. <u>Cable Specifications:</u>		
- Max. cable attenuation	0.40 dB/Km@1310nm 0.30 dB/KM@1550nm	0.40dB/KM@1310nm 0.30dB/KM@1550nm
- Glass Manufacturer:	Alcatel	Alcatel
- Fibers/Tube:	12	24
- Bend Radius:		
• 10x cable radius w/o load	5.49 in.	5.88 in.
• 20x cable radius w/ load	10.98 in.	11.76 in.
- Maximum Span:	350 Ft.	350 Ft.
- Operating Temperature:	- 40C to 60C	- 40C to 60C
- Cable Diameter:	0.549 in.	0.588 in.
- Max. rated cable load:	1870 lbs.	1530 lbs.
- Cable weight:	0.103 lb/ft.	0.119 lb/ft.

EXHIBIT C

FIBER OPTICS – LICENSEE CABLE ACCESS POINTS

The proposed configuration for Seaford's Fiber Optics Communications System to the Licensee are comprised of a Single Mode ADSS cable run from the Licensors utility poles or underground facilities to Demarcation Box on Licensee's building as identified in Exhibit A.

- D. A 48-fiber cable of approximately 1,000 feet in length originating from Splice Point on Licensor's electric pole located North of the Licensee's building was installed by the Licensor. The cable will continue to a mutually agreed upon location in the building located at 8472 Herring Run Road, where the cable was terminated in an enclosure with Demarcation Box provided and installed by the Licensee. The licensee will maintain ownership of the Demarc Box along with all the equipment within the enclosure at this location.
- E. Performance acceptance tests of the fiber prior to installation will be provided by the Licensor to the Licensee as described in Article 2, Item 2.3. A continuity test of the installed fiber will be conducted by a mutually agreed upon contractor and a copy of the test results furnished to the Licensor and Licensee.
- F. Enclosure and Demarcation Box Specifications:
 - a. Mears Campus – 1 x 48 Strand Rack Mount Splice Case

EXHIBIT D

FIBER OPTIC LEASE TAP RATE AND CALCULATIONS

Number of strands available: 48 (Used as 24 East / 24 West)

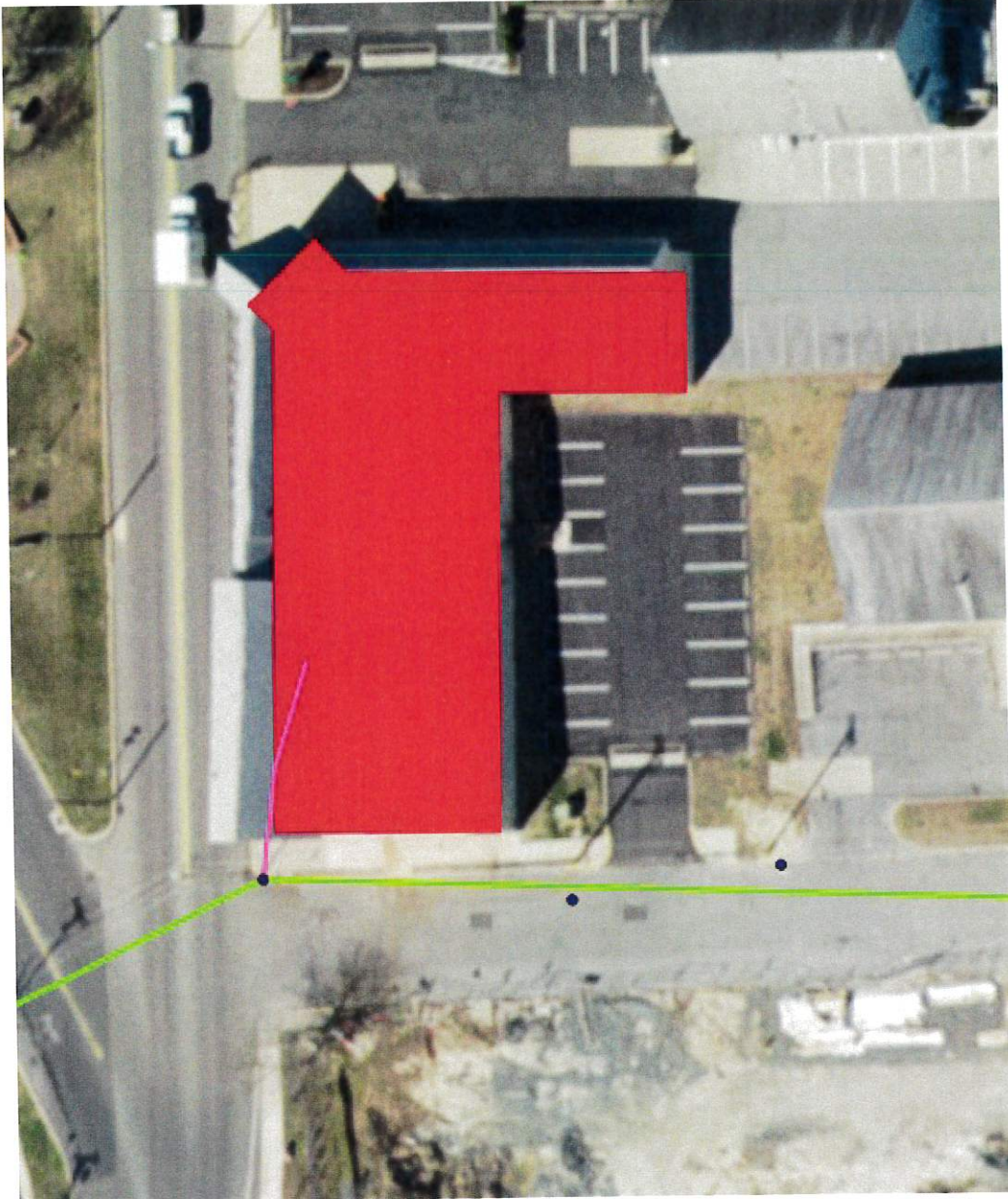
Fiber Lease Tap Rate: \$0.0 /month (see Annex 1. Exhibit C Paragraph 2)

Annual Tap Calculation: 1 Tap x \$0.0 x 12 months = \$0.00 per year

Installation and Splice Fees (due at time of installation): N/A. System Installed prior to contract restructuring.

ANNEX IV

Exhibit A



613 Water Street, Seafood, DE 19973

EXHIBIT B

FIBER OPTICS CABLE SPECIFICATIONS

The configurations for Seaford's Fiber Optics Communications System are comprised of Single Mode All Dielectric Self-Supporting (ADSS) fiber cable designed for high-speed transmission of voice and data communications.

General design tests shall be performed in accordance with IEEE Draft Standard for ADSS, P-1222. All measurements shall be per relevant EIA/TIA Standards.

Total Tap Distances: 100 ft

C. Cable Fibers:

- Tap Strand Count: 48

12 - 48 Fibers

96 Fibers

D. Cable Specifications:

- | | | |
|-----------------------------|--|--------------------------------------|
| - Max. cable attenuation | 0.40 dB/Km@1310nm
0.30 dB/KM@1550nm | 0.40dB/KM@1310nm
0.30dB/KM@1550nm |
| - Glass Manufacturer: | Alcatel | Alcatel |
| - Fibers/Tube: | 12 | 24 |
| - Bend Radius: | | |
| • 10x cable radius w/o load | 5.49 in. | 5.88 in. |
| • 20x cable radius w/ load | 10.98 in. | 11.76 in. |
| - Maximum Span: | 350 Ft. | 350 Ft. |
| - Operating Temperature: | - 40C to 60C | - 40C to 60C |
| - Cable Diameter: | 0.549 in. | 0.588 in. |
| - Max. rated cable load: | 1870 lbs. | 1530 lbs. |
| - Cable weight: | 0.103 lb/ft. | 0.119 lb/ft. |

EXHIBIT C

FIBER OPTICS – LICENSEE CABLE ACCESS POINTS

The proposed configuration for Seaford's Fiber Optics Communications System to the Licensee are comprised of a Single Mode ADSS cable run from the Licensors utility poles or underground facilities to Demarcation Box on Licensee's building as identified in Exhibit A.

- G. A 48-fiber cable of approximately 100 feet in length originating from Splice Point on Licensor's electric pole located South of the Licensee's building was installed by the Licensor. The cable will continue to a mutually agreed upon location in the building located at 613 Water St, Seaford, DE 19973, where the cable was terminated on wall in an enclosure with Demarcation Box provided and installed by the Licensor. The licensee will maintain ownership of the Demarc Box along with all the equipment within the enclosure at this location.
- H. Performance acceptance tests of the fiber prior to installation will be provided by the Licensor to the Licensee as described in Article 2, Item 2.3. A continuity test of the installed fiber will be conducted by a mutually agreed upon contractor and a copy of the test results furnished to the Licensor and Licensee.
- I. Enclosure and Demarcation Box Specifications:
 - a. 1 x 48 Strand Wall Mount Splice Case

EXHIBIT D

FIBER OPTIC LEASE TAP RATE AND CALCULATIONS

Number of strands available: 48

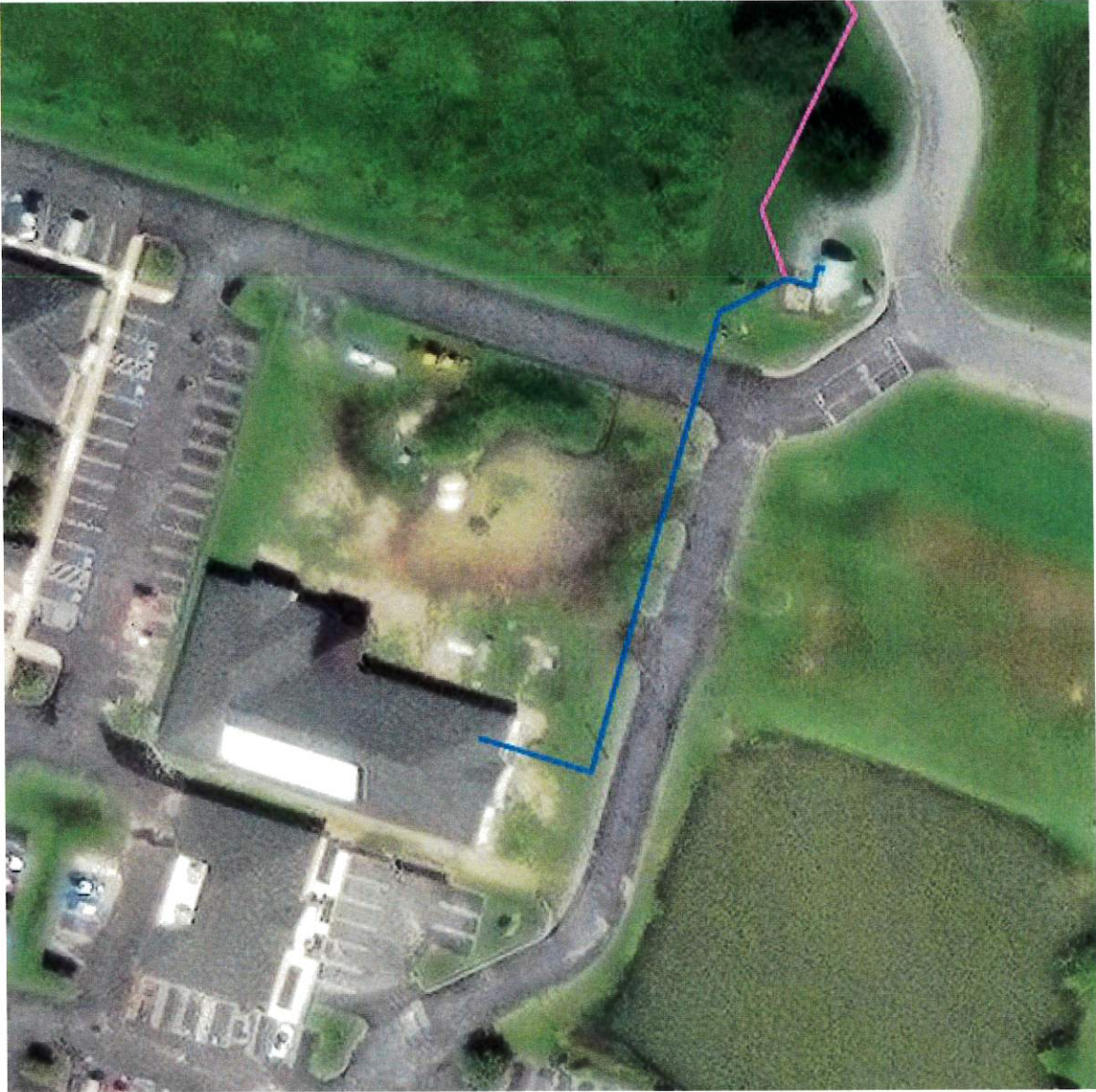
Fiber Lease Tap Rate: \$25.00 /month

Annual Tap Calculation: 1 Tap x \$25.00 x 12 months = \$300.00 per year

Installation and Splice Fees (due at time of installation): N/A. System Installed prior to contract restructuring.

ANNEX V

Exhibit A



201 Health Services Drive, Seaford DE 19973

EXHIBIT B

FIBER OPTICS CABLE SPECIFICATIONS

The configurations for Seaford's Fiber Optics Communications System are comprised of Single Mode All Dielectric Self-Supporting (ADSS) fiber cable designed for high-speed transmission of voice and data communications.

General design tests shall be performed in accordance with IEEE Draft Standard for ADSS, P-1222. All measurements shall be per relevant EIA/TIA Standards.

Total Tap Distances: 275 ft

E. Cable Fibers:

- Tap Strand Count: 12

	<u>12 - 48 Fibers</u>	<u>96 Fibers</u>
F. <u>Cable Specifications:</u>		
- Max. cable attenuation	0.40 dB/Km@1310nm 0.30 dB/KM@1550nm	0.40dB/KM@1310nm 0.30dB/KM@1550nm
- Glass Manufacturer:	Alcatel	Alcatel
- Fibers/Tube:	12	24
- Bend Radius:		
• 10x cable radius w/o load	5.49 in.	5.88 in.
• 20x cable radius w/ load	10.98 in.	11.76 in.
- Maximum Span:	350 Ft.	350 Ft.
- Operating Temperature:	- 40C to 60C	- 40C to 60C
- Cable Diameter:	0.549 in.	0.588 in.
- Max. rated cable load:	1870 lbs.	1530 lbs.
- Cable weight:	0.103 lb/ft.	0.119 lb/ft.

EXHIBIT C

FIBER OPTICS – LICENSEE CABLE ACCESS POINTS

The proposed configuration for Seaford's Fiber Optics Communications System to the Licensee are comprised of a Single Mode ADSS cable run from the Licensors utility poles or underground facilities to Demarcation Box on Licensee's building as identified in Exhibit A.

- J. A 12-fiber cable of approximately 275 feet in length originating from Splice Point at Licensor's lift station located North of the Licensee's building was installed by the Licensor. The cable will continue to a mutually agreed upon location in the building located at 201 Health Services Drive, Seaford DE 19973, where the cable was terminated in a rack enclosure with Demarcation Box provided and installed by the Licensee. The licensee will maintain ownership of the Demarc Box along with all the equipment within the enclosure at this location.
- K. Performance acceptance tests of the fiber prior to installation will be provided by the Licensor to the Licensee as described in Article 2, Item 2.3. A continuity test of the installed fiber will be conducted by a mutually agreed upon contractor and a copy of the test results furnished to the Licensor and Licensee.
- L. Enclosure and Demarcation Box Specifications:
 - a. 1 x 12 Strand Rack Mount Splice Case

EXHIBIT D

FIBER OPTIC LEASE TAP RATE AND CALCULATIONS

Number of strands available: 12

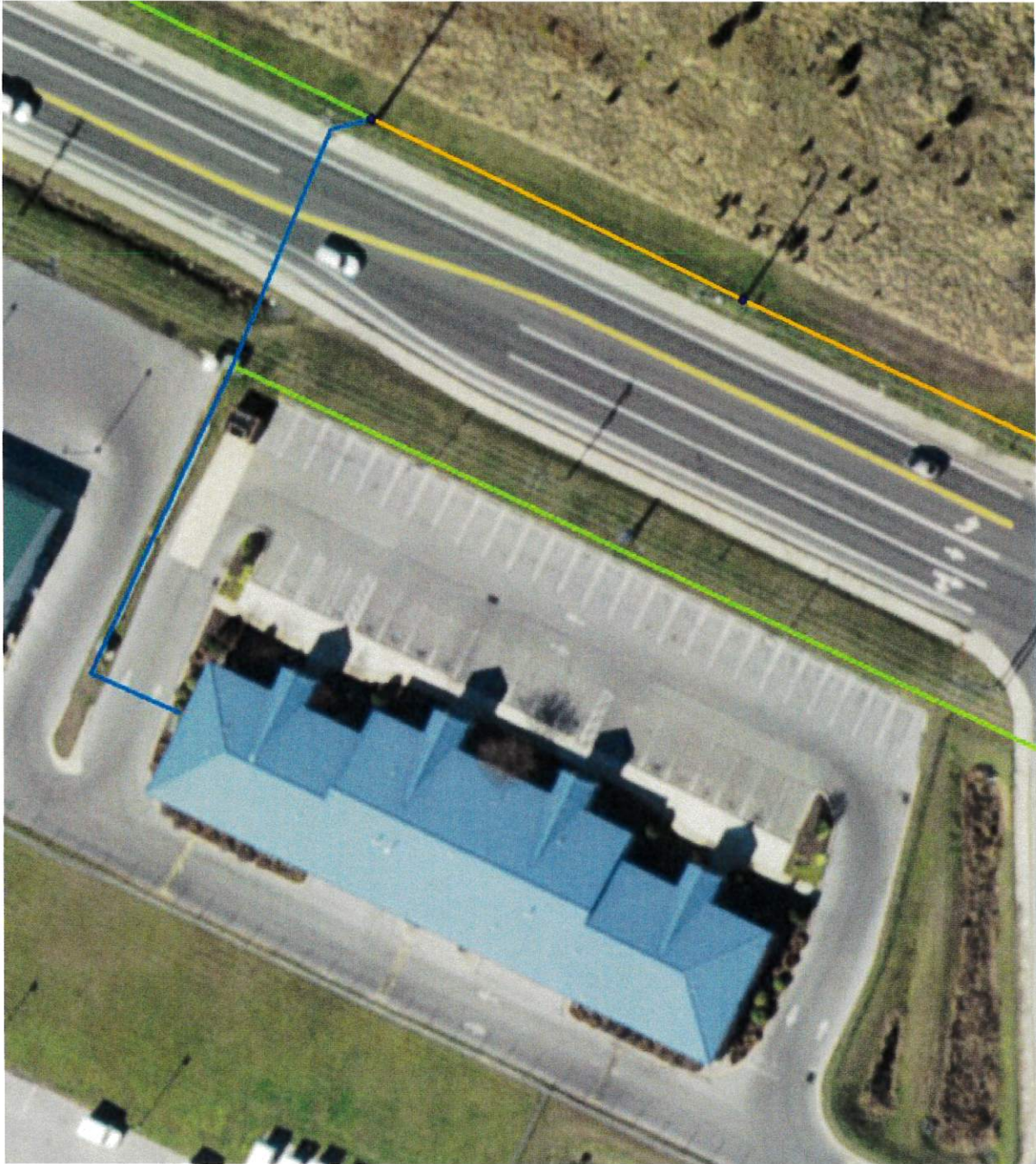
Fiber Lease Tap Rate: \$25.00 /month

Annual Tap Calculation: 1 Tap x \$25.00 x 12 months = \$300.00 per year

Installation and Splice Fees (due at time of installation): N/A. System Installed prior to contract restructuring.

ANNEX VI

Exhibit A



8472 Herring Run Rd, Seaford, DE 19973

EXHIBIT B

FIBER OPTICS CABLE SPECIFICATIONS

The configurations for Seaford's Fiber Optics Communications System are comprised of Single Mode All Dielectric Self-Supporting (ADSS) fiber cable designed for high-speed transmission of voice and data communications.

General design tests shall be performed in accordance with IEEE Draft Standard for ADSS, P-1222. All measurements shall be per relevant EIA/TIA Standards.

Total Tap Distances: 300 ft

G. Cable Fibers:

- Tap Strand Count: 12

	<u>12 - 48 Fibers</u>	<u>96 Fibers</u>
H. <u>Cable Specifications:</u>		
- Max. cable attenuation	0.40 dB/Km@1310nm 0.30 dB/KM@1550nm	0.40dB/KM@1310nm 0.30dB/KM@1550nm
- Glass Manufacturer:	Alcatel	Alcatel
- Fibers/Tube:	12	24
- Bend Radius:		
• 10x cable radius w/o load	5.49 in.	5.88 in.
• 20x cable radius w/ load	10.98 in.	11.76 in.
- Maximum Span:	350 Ft.	350 Ft.
- Operating Temperature:	- 40C to 60C	- 40C to 60C
- Cable Diameter:	0.549 in.	0.588 in.
- Max. rated cable load:	1870 lbs.	1530 lbs.
- Cable weight:	0.103 lb/ft.	0.119 lb/ft.

EXHIBIT C

FIBER OPTICS – LICENSEE CABLE ACCESS POINTS

The proposed configuration for Seaford's Fiber Optics Communications System to the Licensee are comprised of a Single Mode ADSS cable run from the Licensors utility poles or underground facilities to Demarcation Box on Licensee's building as identified in Exhibit A.

- A. A 12-fiber cable of approximately 300 feet in length originating from Splice Point at Licensor's electric pole located North of the Licensee's building was installed by the Licensor. The cable will continue to a mutually agreed upon location in the building located at 8472 Herring Run Rd, Seaford, DE 19973, where the cable was terminated in a wall mount enclosure with Demarcation Box provided and installed by the Licensor. The licensee will maintain ownership of the Demarc Box along with all the equipment within the enclosure at this location.
- B. Performance acceptance tests of the fiber prior to installation will be provided by the Licensor to the Licensee as described in Article 2, Item 2.3. A continuity test of the installed fiber will be conducted by a mutually agreed upon contractor and a copy of the test results furnished to the Licensor and Licensee.
- C. Enclosure and Demarcation Box Specifications:
 - a. 1 x 6 Strand Rack Mount Splice Case

EXHIBIT D

FIBER OPTIC LEASE TAP RATE AND CALCULATIONS

Number of strands available: 12

Fiber Lease Tap Rate: \$25.00 /month

Annual Tap Calculation: 1 Tap x \$25.00 x 12 months = \$300.00 per year

Installation and Splice Fees (due at time of installation): N/A. System Installed prior to contract restructuring.

NB# 7
6-25-24

**CITY OF SEAFORD
RESOLUTION R#2-2024**

**A resolution requesting the Delaware Department of Transportation to
Convert the Intersection of Bridgeville Highway and Virginia Avenue to
an All-Way Stop Control Configuration**

WHEREAS, the State of Delaware, Department of Transportation (DelDOT) has responsibility and jurisdiction over the roadways of Virginia Avenue and Bridgeville Highway; and

WHEREAS, the intersection is in an urbanized area of the City that accommodates pedestrians, cyclist and school bus traffic; and

WHEREAS, a crash analysis was performed at the intersection from the period of December 4, 2018 to December 4, 2023 which revealed eighteen crashes occurred during this period and it was determined that several of the crashes were potentially mitigatable by the installation of an all-way stop.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

The City of Seaford Council hereby respectfully requests the Delaware Department of Transportation convert the intersection of Bridgeville Highway and Virginia Avenue to an all-way stop control configuration and remove sight distance constraints due to vegetation located at the corners of the intersection.

Mayor Matt MacCoy

Witness

Charles Anderson, Secretary to Council

Sworn and Subscribed before me on this ____ day of _____, 2024.

Notary Public
My Commission Expires:



CITY OF SEAFORD POLICE DEPARTMENT

300 Virginia Avenue
Seaford DE 19973
(302) 629-6645



TO: Mayor and Council
FROM: Marshall Craft
Chief of Police
DATE: June 17, 2024
RE: Recommendation for conversion of Intersection Control, Sight Distance Evaluation and Installation of Flashing Caution Signs on Bridgeville Highway and Virginia Avenue

Dear Mayor and Council Members,

I am writing to recommend important safety improvements at the intersection of Bridgeville Highway and Virginia Avenue in Seaford, Delaware. According to a recent Delaware Department of Transportation (DelDOT) traffic control study, eighteen crashes occurred at this intersection between December 4, 2018, and December 4, 2023. Among these incidents were a pedestrian accident and six-angle crashes, highlighting significant safety concerns that could be addressed through proactive measures.

Based on the findings of the study, I strongly recommend that the City of Seaford pursue the following actions:

1. **Conversion to All Way Stop Control:** Given the occurrence of Pedestrian and angle crashes, I propose converting the current Two Way Stop Control at the intersection to an All Way Stop Control. This change can help regulate traffic flow more effectively and reduce the likelihood of collisions.
2. **Sight Distance Evaluation:** Conduct a thorough sight distance evaluation at the intersection. Vegetation located at the corners may obstruct visibility, which is critical for ensuring safe maneuvering of vehicles and pedestrians.
3. **Installation of Flashing Caution Signs:** Recommend DelDOT to install flashing caution signs on Bridgeville Highway at the north and south ends of the intersection. These signs should warn drivers of the upcoming new traffic pattern, thereby enhancing awareness and reducing the potential for accidents during transitional phases.

These proposed measures aim to enhance intersection safety and reduce the risk of accidents, particularly angle crashes and pedestrian incidents. By implementing these changes, we can create a safer environment for all road users in Seaford.

Thank you for your attention to this matter and for your continued commitment to improving traffic safety in Seaford.

Yours sincerely,
Marshall Craft
Chief Marshall D. Craft Jr.

Enclosures: A copy of the DelDOT Traffic Study has been attached to this memorandum.

Charles Anderson

From: Derryberry, Jonathan (DeIDOT) <Jonathan.Derryberry@delaware.gov>
Sent: Thursday, June 13, 2024 1:14 PM
To: Charles Anderson
Subject: FW: Bridgeville Highway and Virginia Avenue
Attachments: Bridgeville Hwy & Virginia Ave - AWSC Memo_12_15_2023.pdf; Georgetown evaluation example.pdf

Good afternoon, Charles,

DeIDOT received some concerns at the subject intersection. We have completed a draft study looking at intersection control and in short, the intersection would operate acceptably if converted to all way stop control (AWSC). Can you please review the study document and let me know if Seaford has any comments or questions?

If Seaford is in support of converting this intersection to AWSC, DeIDOT needs something official from the City that authorizes this change in traffic control (ordinance, resolution, etc.). Once received, DeIDOT will draft a resolution that coincides with the City's resolution/ordinance and prepare the necessary design documents to program construction.

I am also attaching an example resolution from Georgetown that authorizes a reduction in the speed limit on US 113.

Please let me know if you have any questions.

Thank you,
Jon

Jonathan E. Derryberry, P.E., PTOE
Traffic Studies Engineer
Delaware Department of Transportation



Technical Memorandum

TO: Jon Derryberry, PE, PTOE
 DATE: December 15, 2023
 FROM: Nate Rahaim, PE, PTOE, RSP1
 PROJECT: Miscellaneous Traffic Study Support
 JMT Job No. 21-02937-012
 SUBJECT: S639 Virginia Avenue & S013 Bridgeville Highway Intersection Study
 CC: Sonya LaGrand, Mir Wahed, Conor Jackman

This memorandum was developed to address a request from DelDOT to review the intersection of Bridgeville Highway & Virginia Avenue. Specifically, DelDOT requested that JMT conduct the following tasks:

1. Review 5 years of crash data for the intersection.
2. Perform an all-way stop capacity analysis at the study intersection.

Existing Conditions

The intersection of Bridgeville Highway and Virginia Avenue is located in Seaford, Sussex County Delaware. The intersection is currently configured as a two-way stop with Bridgeville Highway having the major free flow approaches. Bridgeville Highway has a posted speed limit of 35 MPH and Virginia Avenue has a posted speed limit of 25 MPH. There are crosswalks on all approaches at the intersection. Figure 1 displays an aerial of the intersection.



Figure 1 – Bridgeville Highway & Virginia Avenue

Crash Analysis

A crash analysis was performed at the study intersection from a period of December 4, 2018, to December 4, 2023, which revealed eighteen crashes occurred during this period. These crashes included ten rear-end crashes, six angle crashes, one road departure crash, and one pedestrian crash. It was determined that the six angle crashes and pedestrian crash were potentially mitigatable by the installation of an all-way stop. Of the seven crashes potentially mitigatable by the installation of an all-way stop, there are no periods that exist where five or more occurred in a 12-month period to meet the DEMUTCD or FHWA's IA-19 crash warrant for an all-way stop in an urban condition. However, there were six angle crashes occurring over a three-year period which does meet the IA-19 warrant threshold.

It should be noted that there may be potential sight distance constraints from the side-street approaches due to vegetation located on the corners of the intersection. An official sight distance evaluation was not conducted as part of this effort but could be investigated further to potentially mitigate some of the angle crashes occurring.

**Capacity Analysis**

Using historical turning movement data obtained from September 28, 2022, a capacity analysis was conducted using HCS7 to compare the existing two-way stop control and a potential all-way stop control. The analysis results can be found in Tables 1 and 2 below. Based on the analysis, there does not appear to be a potential capacity issue if the intersection was converted an all-way stop control.

Table 1: Existing TWSC Capacity Analysis

Existing TWSC	AM Peak Hours		PM Peak Hours	
	LOS	Expected Queue	LOS	Expected Queue
Eastbound Virginia Avenue Approach	D (34.0)	93'	E (42.9)	93'
Westbound Woodland Mills Drive Approach	C (16.7)	10'	C (16.7)	10'
Northbound Bridgeville Highway Left Turn	A (8.7)	3'	A (8.7)	3'
Southbound Bridgeville Highway Left Turn	A (8.2)	0'	A (8.2)	0'

Table 2: Proposed AWSC Capacity Analysis

Proposed AWSC	AM Peak Hours		PM Peak Hours	
	LOS	Expected Queue	LOS	Expected Queue
Eastbound Virginia Avenue Approach	B (12.4)	35'	B (12.0)	28'
Westbound Woodland Mills Drive Approach	B (10.2)	8'	B (10.2)	5'
Northbound Bridgeville Highway Approach	C (20.5)	135'	C (18.0)	115'
Southbound Bridgeville Highway Approach	C (19.1)	135'	D (31.6)	253'
Overall Intersection	C (18.2)	-	C (23.8)	-

Note: Expected queue lengths reported above are 95th percentile queue lengths in feet.

The all-way stop analysis was conducted assuming the existing intersection lane configuration was maintained.



APPENDIX A

Traffic Count Data

Sussex County, DE
Bridgeville Highway & Virginia Ave
Wednesday, September 28, 2022
Location: 38.653124, -75.604589

www.TSTData.com
184 Baker Rd

Coatesville, Pennsylvania, United States 19320
610-466-1469
Serving Transportation Professionals Since 1995

Count Name: Bridgeville Hwy/Virginia Ave.
Site Code:
Start Date: 09/28/2022
Page No: 1

Turning Movement Data

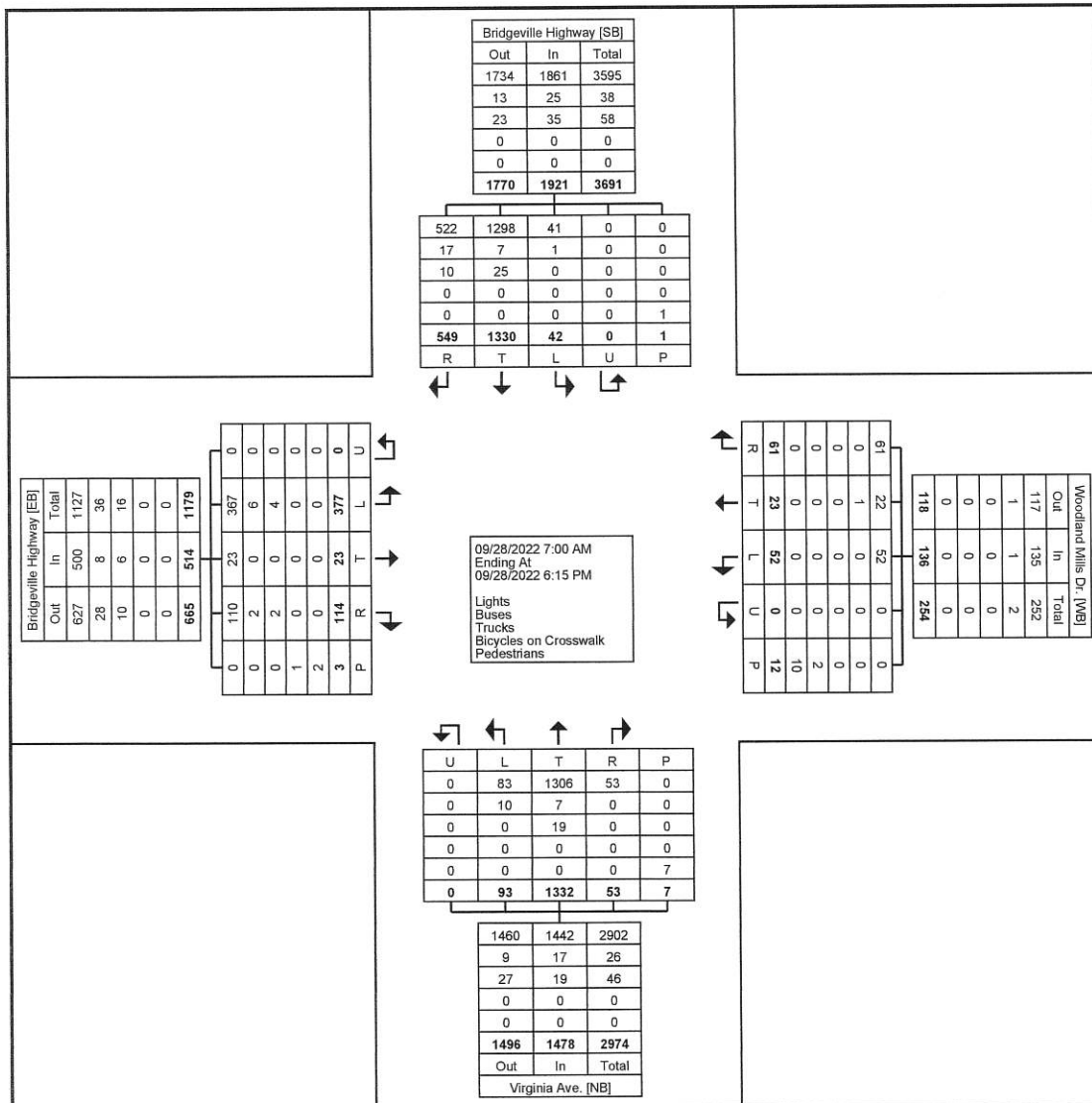
Start Time	Virginia Ave						Woodland Mills Dr.						Bridgeville Hwy						Bridgeville Highway						Int. Total
	Eastbound						Westbound						Northbound						Southbound						
	Left	Thru	Right	U-Turn	Peds	App.Total	Left	Thru	Right	U-Turn	Peds	App.Total	Left	Thru	Right	U-Turn	Peds	App.Total	Left	Thru	Right	U-Turn	Peds	App.Total	
7:00 AM	11	0	4	0	1	15	1	2	0	0	1	3	5	64	1	0	0	70	2	39	47	0	0	88	176
7:15 AM	29	1	16	0	1	46	2	6	3	0	3	11	11	72	1	0	3	84	3	63	56	0	0	122	263
7:30 AM	47	3	18	0	0	68	1	2	6	0	1	9	9	87	3	0	0	99	0	60	44	0	0	104	280
7:45 AM	28	1	9	0	0	38	3	3	8	0	1	14	6	103	3	0	1	112	6	63	42	0	0	111	275
Hourly Total	115	5	47	0	2	167	7	13	17	0	6	37	31	326	8	0	4	365	11	225	189	0	0	425	994
8:00 AM	12	1	3	0	0	16	4	0	3	0	0	7	6	95	1	0	0	102	2	65	29	0	0	96	221
8:15 AM	11	1	4	0	0	16	4	0	2	0	0	6	4	87	2	0	0	93	2	78	24	0	0	104	219
8:30 AM	14	0	6	0	0	20	4	1	2	0	1	7	4	84	2	0	0	90	1	70	36	0	0	107	224
8:45 AM	24	2	12	0	0	38	3	2	2	0	1	7	6	79	2	0	0	87	0	90	30	0	0	120	252
Hourly Total	61	4	25	0	0	90	15	3	9	0	2	27	20	345	7	0	0	372	5	303	119	0	0	427	916
9:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
*** BREAK ***	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Hourly Total	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
4:00 PM	25	4	6	0	0	35	6	2	7	0	1	15	4	85	4	0	0	93	5	96	15	0	0	116	259
4:15 PM	24	2	5	0	0	31	4	2	3	0	2	9	5	97	6	0	2	108	5	110	18	0	0	133	281
4:30 PM	32	0	7	0	0	39	3	0	6	0	1	9	5	94	4	0	0	103	3	87	27	0	0	117	268
4:45 PM	22	1	2	0	1	25	1	1	9	0	0	11	0	72	6	0	0	78	4	107	29	0	0	140	254
Hourly Total	103	7	20	0	1	130	14	5	25	0	4	44	14	348	20	0	2	382	17	400	89	0	0	506	1062
5:00 PM	30	2	6	0	0	38	4	0	1	0	0	5	8	84	4	0	0	96	2	116	43	0	0	161	300
5:15 PM	20	3	3	0	0	26	3	1	4	0	0	8	2	78	7	0	0	87	1	103	34	0	0	138	259
5:30 PM	18	0	7	0	0	25	7	0	3	0	0	10	7	82	4	0	1	93	3	104	40	0	1	147	275
5:45 PM	30	2	6	0	0	38	2	1	2	0	0	5	11	69	3	0	0	83	3	79	35	0	0	117	243
Hourly Total	98	7	22	0	0	127	16	2	10	0	0	28	28	313	18	0	1	359	9	402	152	0	1	563	1077
6:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Grand Total	377	23	114	0	3	514	52	23	61	0	12	136	93	1332	53	0	7	1478	42	1330	549	0	1	1921	4049
Approach %	73.3	4.5	22.2	0.0	-	-	38.2	16.9	44.9	0.0	-	-	6.3	90.1	3.6	0.0	-	-	2.2	69.2	28.6	0.0	-	-	-
Total %	9.3	0.6	2.8	0.0	-	12.7	1.3	0.6	1.5	0.0	-	3.4	2.3	32.9	1.3	0.0	-	36.5	1.0	32.8	13.6	0.0	-	47.4	-
Lights	367	23	110	0	-	500	52	22	61	0	-	135	83	1306	53	0	-	1442	41	1298	522	0	-	1861	3938
% Lights	97.3	100.0	96.5	-	-	97.3	100.0	95.7	100.0	-	-	99.3	89.2	98.0	100.0	-	-	97.6	97.6	97.6	95.1	-	-	96.9	97.3
Buses	6	0	2	0	-	8	0	1	0	0	-	1	10	7	0	0	-	17	1	7	17	0	-	25	51
% Buses	1.6	0.0	1.8	-	-	1.6	0.0	4.3	0.0	-	-	0.7	10.8	0.5	0.0	-	-	1.2	2.4	0.5	3.1	-	-	1.3	1.3
Trucks	4	0	2	0	-	6	0	0	0	0	-	0	0	19	0	0	-	19	0	25	10	0	-	35	60
% Trucks	1.1	0.0	1.8	-	-	1.2	0.0	0.0	0.0	-	-	0.0	0.0	1.4	0.0	-	-	1.3	0.0	1.9	1.8	-	-	1.8	1.5
Bicycles on Crosswalk	-	-	-	-	1	-	-	-	-	-	2	-	-	-	-	-	0	-	-	-	-	-	0	-	-
% Bicycles on Crosswalk	-	-	-	-	33.3	-	-	-	-	-	16.7	-	-	-	-	-	0.0	-	-	-	-	-	0.0	-	-
Pedestrians	-	-	-	-	2	-	-	-	-	-	10	-	-	-	-	-	7	-	-	-	-	-	1	-	-
% Pedestrians	-	-	-	-	66.7	-	-	-	-	-	83.3	-	-	-	-	-	100.0	-	-	-	-	-	100.0	-	-

Sussex County, DE
Bridgeville Highway & Virginia Ave
Wednesday, September 28, 2022
Location: 38.653124, -
75.604589

www.TSTData.com
184 Baker Rd

Coatesville, Pennsylvania, United States 19320
610-466-1469
Serving Transportation Professionals Since 1995

Count Name: Bridgeville
Hwy/Virginia Ave.
Site Code:
Start Date: 09/28/2022
Page No: 2



Turning Movement Data Plot

Sussex County, DE
Bridgeville Highway & Virginia Ave
Wednesday, September 28, 2022
Location: 38.653124, -75.604589

www.TSTData.com
184 Baker Rd

Coatesville, Pennsylvania, United States 19320
610-466-1469
Serving Transportation Professionals Since 1995

Count Name: Bridgeville Hwy/Virginia Ave.
Site Code:
Start Date: 09/28/2022
Page No: 3

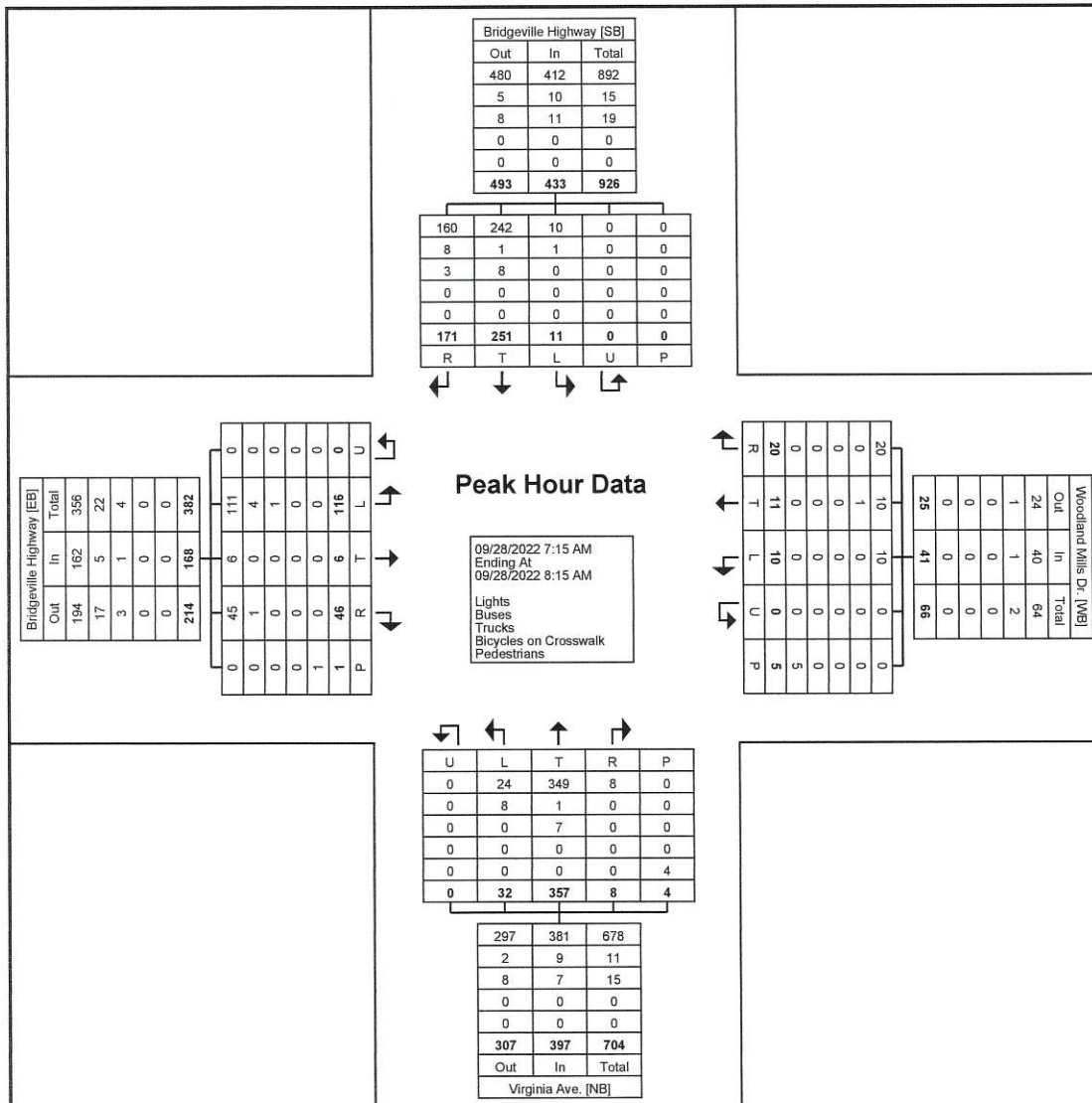
Turning Movement Peak Hour Data (7:15 AM)

Start Time	Virginia Ave Eastbound						Woodland Mills Dr. Westbound						Bridgeville Hwy Northbound						Bridgeville Highway Southbound						Int. Total
	Left	Thru	Right	U-Turn	Peds	App. Total	Left	Thru	Right	U-Turn	Peds	App. Total	Left	Thru	Right	U-Turn	Peds	App. Total	Left	Thru	Right	U-Turn	Peds	App. Total	
7:15 AM	29	1	16	0	1	46	2	6	3	0	3	11	11	72	1	0	3	84	3	63	56	0	0	122	263
7:30 AM	47	3	18	0	0	68	1	2	6	0	1	9	9	87	3	0	0	99	0	60	44	0	0	104	280
7:45 AM	28	1	9	0	0	38	3	3	8	0	1	14	6	103	3	0	1	112	6	63	42	0	0	111	275
8:00 AM	12	1	3	0	0	16	4	0	3	0	0	7	6	95	1	0	0	102	2	65	29	0	0	96	221
Total	116	6	46	0	1	168	10	11	20	0	5	41	32	357	8	0	4	397	11	251	171	0	0	433	1039
Approach %	69.0	3.6	27.4	0.0	-	-	24.4	26.8	48.8	0.0	-	-	8.1	89.9	2.0	0.0	-	-	2.5	58.0	39.5	0.0	-	-	-
Total %	11.2	0.6	4.4	0.0	-	16.2	1.0	1.1	1.9	0.0	-	3.9	3.1	34.4	0.8	0.0	-	38.2	1.1	24.2	16.5	0.0	-	41.7	-
PHF	0.617	0.500	0.639	0.000	-	0.618	0.625	0.458	0.625	0.000	-	0.732	0.727	0.867	0.667	0.000	-	0.886	0.458	0.965	0.763	0.000	-	0.887	0.928
Lights	111	6	45	0	-	162	10	10	20	0	-	40	24	349	8	0	-	381	10	242	160	0	-	412	995
% Lights	95.7	100.0	97.8	-	-	96.4	100.0	90.9	100.0	-	-	97.6	75.0	97.8	100.0	-	-	96.0	90.9	96.4	93.6	-	-	95.2	95.8
Buses	4	0	1	0	-	5	0	1	0	0	-	1	8	1	0	0	-	9	1	1	8	0	-	10	25
% Buses	3.4	0.0	2.2	-	-	3.0	0.0	9.1	0.0	-	-	2.4	25.0	0.3	0.0	-	-	2.3	9.1	0.4	4.7	-	-	2.3	2.4
Trucks	1	0	0	0	-	1	0	0	0	0	-	0	0	7	0	0	-	7	0	8	3	0	-	11	19
% Trucks	0.9	0.0	0.0	-	-	0.6	0.0	0.0	0.0	-	-	0.0	0.0	2.0	0.0	-	-	1.8	0.0	3.2	1.8	-	-	2.5	1.8
Bicycles on Crosswalk	-	-	-	-	0	-	-	-	-	-	0	-	-	-	-	-	0	-	-	-	-	-	0	-	-
% Bicycles on Crosswalk	-	-	-	-	0.0	-	-	-	-	-	0.0	-	-	-	-	-	0.0	-	-	-	-	-	-	-	-
Pedestrians	-	-	-	-	1	-	-	-	-	-	5	-	-	-	-	-	4	-	-	-	-	-	0	-	-
% Pedestrians	-	-	-	-	100.0	-	-	-	-	-	100.0	-	-	-	-	-	100.0	-	-	-	-	-	-	-	-

Sussex County, DE
Bridgeville Highway & Virginia Ave
Wednesday, September 28, 2022
Location: 38.653124, -75.604589

Coatesville, Pennsylvania, United States 19320
610-466-1469
Serving Transportation Professionals Since 1995

Count Name: Bridgeville
Hwy/Virginia Ave.
Site Code:
Start Date: 09/28/2022
Page No: 4



Turning Movement Peak Hour Data Plot (7:15 AM)

Sussex County, DE
Bridgeville Highway & Virginia Ave
Wednesday, September 28, 2022
Location: 38.653124, -75.604589

www.TSTData.com
184 Baker Rd

Coatesville, Pennsylvania, United States 19320
610-466-1469
Serving Transportation Professionals Since 1995

Count Name: Bridgeville Hwy/Virginia Ave.
Site Code:
Start Date: 09/28/2022
Page No: 5

Turning Movement Peak Hour Data (4:15 PM)

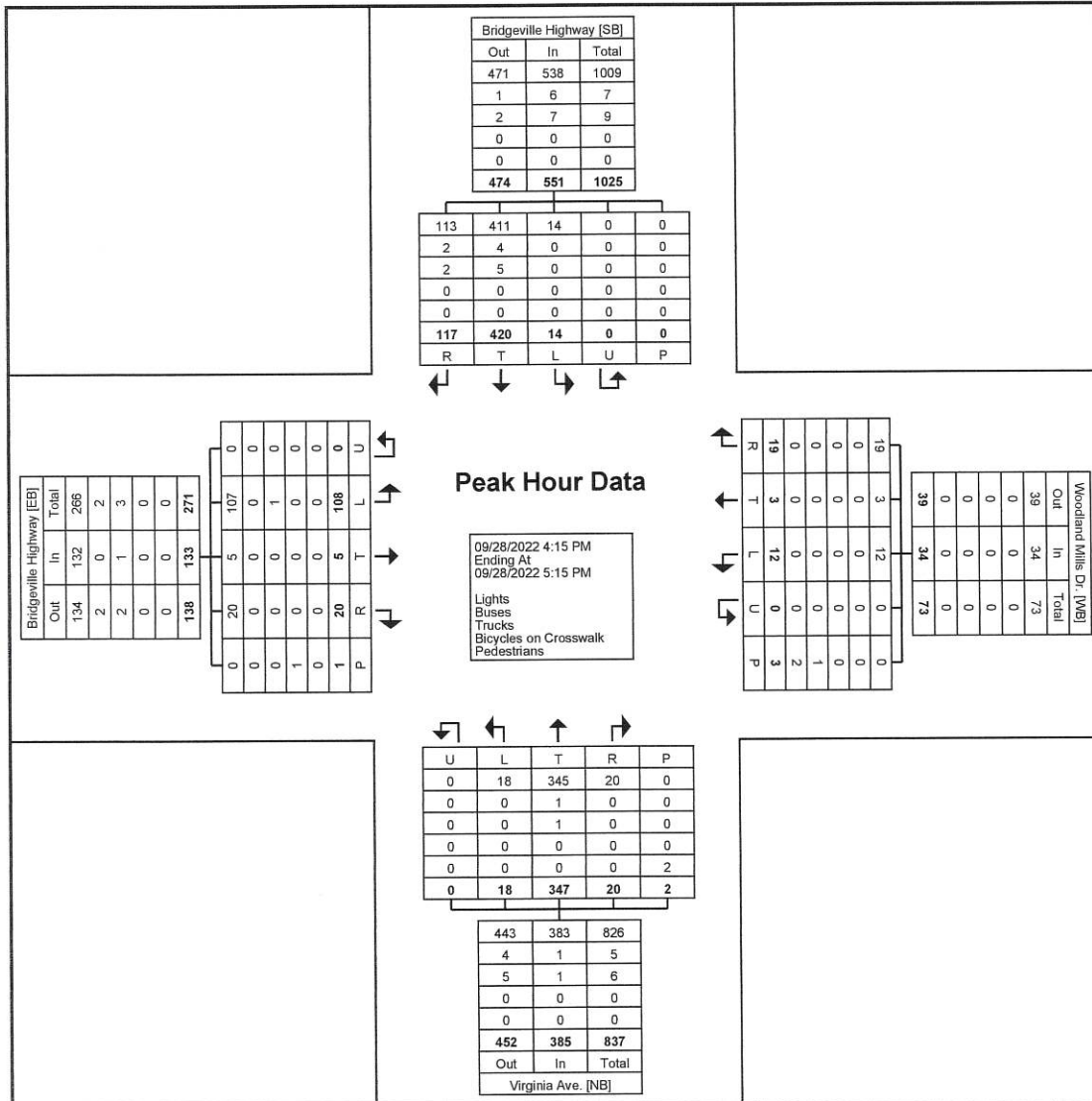
Start Time	Virginia Ave						Woodland Mills Dr.						Bridgeville Hwy						Bridgeville Highway							Int. Total
	Eastbound						Westbound						Northbound						Southbound							
	Left	Thru	Right	U-Turn	Peds	App. Total	Left	Thru	Right	U-Turn	Peds	App. Total	Left	Thru	Right	U-Turn	Peds	App. Total	Left	Thru	Right	U-Turn	Peds	App. Total		
4:15 PM	24	2	5	0	0	31	4	2	3	0	2	9	5	97	6	0	2	108	5	110	18	0	0	133	281	
4:30 PM	32	0	7	0	0	39	3	0	6	0	1	9	5	94	4	0	0	103	3	87	27	0	0	117	268	
4:45 PM	22	1	2	0	1	25	1	1	9	0	0	11	0	72	6	0	0	78	4	107	29	0	0	140	254	
5:00 PM	30	2	6	0	0	38	4	0	1	0	0	5	8	84	4	0	0	96	2	116	43	0	0	161	300	
Total	108	5	20	0	1	133	12	3	19	0	3	34	18	347	20	0	2	385	14	420	117	0	0	551	1103	
Approach %	81.2	3.8	15.0	0.0	-	-	35.3	8.8	55.9	0.0	-	-	4.7	90.1	5.2	0.0	-	-	2.5	76.2	21.2	0.0	-	-	-	
Total %	9.8	0.5	1.8	0.0	-	12.1	1.1	0.3	1.7	0.0	-	3.1	1.6	31.5	1.8	0.0	-	34.9	1.3	38.1	10.6	0.0	-	50.0	-	
PHF	0.844	0.625	0.714	0.000	-	0.853	0.750	0.375	0.528	0.000	-	0.773	0.563	0.894	0.833	0.000	-	0.891	0.700	0.905	0.680	0.000	-	0.856	0.919	
Lights	107	5	20	0	-	132	12	3	19	0	-	34	18	345	20	0	-	383	14	411	113	0	-	538	1087	
% Lights	99.1	100.0	100.0	-	-	99.2	100.0	100.0	100.0	-	-	100.0	100.0	99.4	100.0	-	-	99.5	100.0	97.9	96.6	-	-	97.6	98.5	
Buses	0	0	0	0	-	0	0	0	0	0	-	0	0	1	0	0	-	1	0	4	2	0	-	6	7	
% Buses	0.0	0.0	0.0	-	-	0.0	0.0	0.0	0.0	-	-	0.0	0.0	0.3	0.0	-	-	0.3	0.0	1.0	1.7	-	-	1.1	0.6	
Trucks	1	0	0	0	-	1	0	0	0	0	-	0	0	1	0	0	-	1	0	5	2	0	-	7	9	
% Trucks	0.9	0.0	0.0	-	-	0.8	0.0	0.0	0.0	-	-	0.0	0.0	0.3	0.0	-	-	0.3	0.0	1.2	1.7	-	-	1.3	0.8	
Bicycles on Crosswalk	-	-	-	-	1	-	-	-	-	-	1	-	-	-	-	-	0	-	-	-	-	-	0	-	-	
% Bicycles on Crosswalk	-	-	-	-	100.0	-	-	-	-	-	33.3	-	-	-	-	-	0.0	-	-	-	-	-	-	-	-	
Pedestrians	-	-	-	-	0	-	-	-	-	-	2	-	-	-	-	-	2	-	-	-	-	-	0	-	-	
% Pedestrians	-	-	-	-	0.0	-	-	-	-	-	66.7	-	-	-	-	-	100.0	-	-	-	-	-	-	-	-	

Sussex County, DE
Bridgeville Highway & Virginia Ave
Wednesday, September 28, 2022
Location: 38.653124, -75.604589

www.TSTData.com
184 Baker Rd

Coatesville, Pennsylvania, United States 19320
610-466-1469
Serving Transportation Professionals Since 1995

Count Name: Bridgeville Hwy/Virginia Ave.
Site Code:
Start Date: 09/28/2022
Page No: 6



Turning Movement Peak Hour Data Plot (4:15 PM)

ORDINANCE #2024-03

BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF SEAFORD, an ordinance to amend Chapter 15, of the Municipal Code of Seaford, Delaware relating to "Zoning", in the manner following, to wit:

Chapter 15, of the Municipal Code of Seaford, Delaware is hereby amended by adding §15-29(b) Prohibited Uses and § 15-40A(5), to read as shown on the following pages.

/ /2024	Date of First Reading
/ /2024	Date of Second Reading & Adoption
--/--/2024	Date of Advertisement
--/--/2024	Date the Ordinance is Effective

CITY OF SEAFORD

By: _____
Mayor

Witness: _____

Attest: _____
City Manager

NP# 3
5/20/24
P.H# 3
6.25.24
OB# 1
6.25.24

ARTICLE 3. COMMERCIAL DISTRICTS.

Division 1. C-1 General Commercial Districts.

Sec. 15-29. Uses by Right.

(b) Prohibited Uses.

(a) Any use which is not an authorized use by right, shall be prohibited in a C-1 district, including but not limited to the following:

(1) Marijuana cultivation facilities, marijuana product manufacturing facilities, marijuana testing facilities, and retail adult use marijuana stores. (Medical marijuana facilities shall be permitted)

Division 2. C-2 Highway Commercial District.¹

Sec. 15-40A. Uses by Special Exception.

(5) Adult use retail Marijuana Store, pursuant to a valid license duly issued by the State of Delaware, pursuant to Title IV, Delaware Code, Chapter 13, and removal of marijuana and its related derivatives from the schedule 1 designation at the Federal level by necessary act of the Federal Government. All facilities will be subject to the following special requirements:

- (a) Adult use dispensaries in the City of Seaford must maintain a minimum distance of two thousand feet from schools, libraries, public parks, childcare centers, playgrounds, and pre-existing dispensaries.
 - (b) The exterior appearance of the structure must be consistent with the general architectural characteristics of the surrounding area.
 - (c) Hours of operation shall be limited to 7:00 a.m. to 8:00 p.m., Monday through Friday; 10:00 a.m. to 5:00 p.m. on Saturday, and no retail operations may take place on Sundays.
 - (d) Lighting shall be required such that will illuminate the retail store, its immediate surrounding area, any accessory uses including storage areas, the parking lot(s), its front facade, and any adjoining public sidewalk. Lighting shall be hooded or oriented so as to deflect light away from adjacent properties.
 - (e) The owner(s) shall remove graffiti from the premises within 24 hours of its occurrence.
 - (f) The owner(s) shall provide for removal of litter twice each day of operation from, and in front of the premises.
 - (g) The owner(s) and operator(s) shall ensure the absence of loitering.
 - (h) Signs.
 - i. Exterior signage shall be restricted to a single ground or wall sign no larger than 36 square feet, and a single tenant pylon panel sign, in conformity with the style, character, and size of existing pylon signage at the property.
 - ii. Content and graphics of all signage shall be in compliance with any applicable regulations issued by the State of Delaware regarding signage for retail marijuana establishments.
 - (i) No outdoor seating areas shall be permitted at an adult use retail Marijuana Store.
 - (j) The facility operator shall submit for approval a detailed security plan for the facility that shall include, product storage and security, surveillance provisions, employment verification, on-site security guards and other measures to be implemented by the operator.
 - (k) The facility shall fully comply with all other requirements of the City of Seaford and the laws and regulations of the State of Delaware.
-

- (l) No more than two State-licensed adult use retail Marijuana Store may operate within City limits.
- (m) No on-site cannabis consumption shall be permitted.
- (n) All facilities must be issued a license to operate by the City of Seaford annually. This license shall be displayed in the facility.