

# **Sussex County Council Public/Media Packet**

**MEETING:  
April 28, 2020**

**\*\*DISCLAIMER\*\***

**This product is provided by Sussex County government as a courtesy to the general public. Items contained within are for background purposes only, and are presented 'as is'. Materials included are subject to additions, deletion or other changes prior to the County Council meeting for which the package is prepared.**

**Sussex County Council  
2 The Circle | PO Box 589  
Georgetown, DE 19947  
(302) 855-7743**

## COUNTY COUNCIL

MICHAEL H. VINCENT, PRESIDENT  
IRWIN G. BURTON III, VICE PRESIDENT  
DOUGLAS B. HUDSON  
JOHN L. RIELEY  
SAMUEL R. WILSON JR.



# Sussex County

DELAWARE  
sussexcountyde.gov  
(302) 855-7743 T  
(302) 855-7749 F

## SUSSEX COUNTY COUNCIL TELECONFERENCE MEETING\*\*

### A G E N D A

APRIL 28, 2020

10:00 A.M.

**PLEASE NOTE – AS PERMITTED BY GUBERNATORIAL AUTHORITY, IN ORDER TO LIMIT THE RISK OF POTENTIAL COVID-19 EXPOSURE, THE PUBLIC SHALL BE DENIED ENTRY TO THE COUNTY COUNCIL MEETING.<sup>1</sup> THE PUBLIC IS ENCOURAGED TO PARTICIPATE IN THE COUNCIL MEETING ELECTRONICALLY. FURTHER INSTRUCTIONS ARE LISTED AT THE BOTTOM OF THIS AGENDA.**

### Call to Order

### Approval of Agenda

### Approval of Minutes

### Public Comments

### Consent Agenda

1. Use of Existing Wastewater Infrastructure Agreement, IUA884  
Milo's Haven, Norman Stephen Price Revocable Trust
2. Use of Existing Wastewater Infrastructure Agreement, Fenwick Shores  
Fenwick Shores, Sands Fenwick, Inc.
3. Use of Existing Wastewater Infrastructure Agreement, IUA552  
Plantation Medical, Double R Holdings, LLC
4. Use of Existing Wastewater Infrastructure Agreement, IUA1124  
Chase Oaks, Charter Oaks Investment, LLC
5. Use of Existing Wastewater Infrastructure Agreement, IUA985  
Coastal Station, Coastal Station Development Company, LLC



**Todd Lawson, County Administrator**

1. **County Update and Discussion Related to COVID-19**
  - A. **Accommodations Tax Suspension**
  - B. **County Tenants Lease Payment Deferral**
  - C. **DSHA Rental Assistance Contribution**
2. **Administrator's Report**

**Gina Jennings, Finance Director**

1. **Fiscal Year 2021 Budget Process and Tentative Schedule**

**Robert Schoonover, EMS Manager of Logistics**

1. **Blades EMS Station – Lease Renewal**

**Hans Medlarz, County Engineer**

1. **Inland Bays Regional Wastewater Facility (IBRWF) Biosolids and Septage Facilities, Project 18-19**
  - A. **Change Order 5**
2. **Delta Airport Consultants, Inc.**
  - A. **Recommendation to Award Base Contract and Task Order 1**
3. **James Farm Ecological Preserve, Architectural and Engineering Services, RFQ 20-28**
  - A. **Recommendation to approve Selection Committee results**

**Grant Requests**

1. **Sussex Community Housing Services for Crisis House Garden Project**

**Council Members' Comments**

**Executive Session – Land Acquisition pursuant to 29 Del.C.§10004(b)**

**Possible Action on Executive Session Items**

**Adjourn**

In accordance with 29 Del.C. §10004(e)(2), this Agenda was posted on April 21, 2020 at 4:55 p.m., and at least seven (7) days in advance of the meeting.

This Agenda was prepared by the County Administrator and is subject to change to include the addition or deletion of items, including Executive Sessions, which arise at the time of the Meeting.

Agenda items may be considered out of sequence.

Further meeting access instructions are listed below.

-MEETING INSTRUCTIONS-

\*\* The Sussex County Council is holding this meeting under the authority issued by Governor John C. Carney through Proclamation No. 17-3292. The meeting will be conducted using teleconference technology.

To join the meeting via phone, please dial:

Conference Number: 800-988-0494

Passcode: 1695792

Members of the public joining the meeting on the phone will be provided an opportunity to make comments under the Public Comment section of this agenda only.

The County will stream this meeting using the same technology it uses for its Chamber Broadcast that can be viewed at <https://sussexcountyde.gov/council-chamber-broadcast>. This stream will broadcast the meeting materials and audio only, the public will not be able to comment or speak using this broadcast. This stream will experience a 30-second delay.

The Council meeting materials, including the “packet”, are electronically accessible on the County’s website at: <https://sussexcountyde.gov/agendas-minutes/county-council>.

If any member of the public would like to submit comments electronically, please feel free to send them to [rgriffith@sussexcountyde.gov](mailto:rgriffith@sussexcountyde.gov). All comments shall be submitted by 4:30 P.M. on April 27, 2020.

# # # #

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<sup>1</sup> These restrictions are being implemented to limit the exposure and risk related to “COVID-19” for County personnel and members of the public who seek to attend the County Council Meeting. These decisions are being made under the authority issued by Governor John C. Carney through Proclamation No. 17-3292.

See: <https://governor.delaware.gov/proclamation-173292-03132020/>.



**SUSSEX COUNTY COUNCIL - GEORGETOWN, DELAWARE, APRIL 7, 2020**

**A regularly scheduled meeting of the Sussex County Council was held on Tuesday, April 7, 2020, at 10:00 a.m. by teleconference, with the following connected and “in attendance”:**

<b>Michael H. Vincent</b>	<b>President</b>
<b>Irwin G. Burton III</b>	<b>Vice President</b>
<b>Douglas B. Hudson</b>	<b>Councilman</b>
<b>John L. Rieley</b>	<b>Councilman</b>
<b>Samuel R. Wilson Jr.</b>	<b>Councilman</b>
<b>Todd F. Lawson</b>	<b>County Administrator</b>
<b>Gina A. Jennings</b>	<b>Finance Director</b>
<b>J. Everett Moore, Jr.</b>	<b>County Attorney</b>

**The Invocation and Pledge of Allegiance were led by Mr. Vincent.**

**Call to  
Order**

**Mr. Vincent called the meeting to order.**

**Virtual  
Meeting  
Explanation  
and  
Instruction**

**Mr. Lawson welcomed everyone to the first ever virtual County Council meeting. He stated that this Council meeting was being conducted electronically by means of a teleconference under the authority of Governor John C. Carney’s Declaration of a State of Emergency and Proclamation No. 17-3292. County Council members and staff were connected by phone and/or the internet and participating in real-time. Members of the public were able to connect using the telephone conference calling number that was advertised on this week’s agenda. During the public comment period of the meeting, the teleconference moderator provided instructions for any member of the public who seeks to speak. Public comments shall be given under the Council’s Rules of Procedure. Also, members of the public may listen and view this meeting using the regular County Council Chambers broadcast found on the County’s website.**

**It was confirmed that all members were present and connected to this virtual meeting.**

**M 148 20  
Approve  
Agenda**

**A Motion was made by Mr. Rieley, seconded by Mr. Hudson, to approve the Agenda, as posted.**

**Motion Adopted: 5 Yeas.**

**Vote by Roll Call: Mr. Hudson, Yea; Mr. Rieley, Yea;  
Mr. Wilson, Yea; Mr. Burton, Yea;  
Mr. Vincent, Yea**

**Approve  
Minutes**

**The minutes of March 17, 2020 were approved by consent.**

**Public  
Comments**

**COVID-19  
County  
Update**

**A public comment period was held and the following spoke: Keith Steck.**

**Mr. Lawson provided a COVID-19 County Update. He referenced Governor John Carney's Declaration of a State of Emergency for the State of Delaware which went into effect on March 13th due to a public health threat related to COVID-19. To date, the Declaration has been modified ten different times to institute additional restrictions on the general public.**

**In the days leading up to the Governor's March 13th State of Emergency, County leadership began implementing plans to protect County staff and the public by limiting their exposure to the virus. Once the Declaration was made and subsequent modifications issued, the County continued to adjust its operations balancing the need to protect the safety and welfare of its employees while attempting to keep services available to the public and local economy.**

**Mr. Lawson highlighted some of the County's efforts taken, to date.**

**As of this date, all employees and departments are operating under a modified system. The goal is to keep as many employees home and out of harm's way as possible. Staff are staggering schedules and rotating days to insure minimum contact. Not counting public safety and environmental services employees, approximately 90 percent of the County's workforce is not reporting to a County facility. Many of the employees are either reporting directly to a location in the field or telecommuting. The Administrative Building is closed to the public except for accessing the lobby to drop off documents to be processed. Since the Administrative Building was closed, County staff in these offices including Recorder of Deeds, Planning and Zoning, Assessment and Building Code have processed over 2,000 documents related to construction and land use processes. The West Complex is completely closed to the public and no employees are regularly working in the building except for Emergency Medical Services staff. All three County libraries are closed to the public and library staff are continuing to provide content virtually through social media platforms. In all, County operations remain in place as best as can be expected in the circumstances. Several County employees, including paramedics, are on the front line of this pandemic and their stress is magnified by the work that they do each day.**

**Mr. Lawson expressed thanks to County employees for their dedication and sacrifice during this COVID-19 outbreak. Public meetings have been modified to restrict public access during meetings of the Board of Adjustment, County Council and Planning and Zoning Commission. The County is limiting the number of in-person meetings conducted, and have begun virtual meetings using teleconferencing and video conference technologies. Expansion of these platforms to begin public hearings is being considered. These steps are being made under the authority issued by Governor Carney.**

**COVID-19  
County  
Update  
(continued)**

**County staff who regularly use Personal Protective Equipment (PPE), including the EMS and Environmental Services Department, report their needs are being met.**

**County staff has partnered with homeless advocates throughout the State to ensure the homeless population are considered during the crisis. Based on the homeless advocates feedback, Sussex County agreed to have porta-potties installed in three locations at Seaford, Georgetown, and Lewes-Rehoboth. The cost is estimated to be about \$500 per month for the three locations.**

**The County Library and IT staff are working with the State Division of Libraries to provide Wi-Fi hotspots at every library in Sussex County. The Wi-Fi will be free of charge and available outside the libraries in the parking lots. More details will be communicated once the hotspots come on-line later this week.**

**The County developed its own webpage to host all of the COVID-19 information for the public's review, located at [www.sussexcountyde.gov/coronavirus](http://www.sussexcountyde.gov/coronavirus). This page is updated daily and the County continues to use its social media platform to push information to the public. Information related to the County's operations and the changes to events, procedures, and public meetings continues to be conveyed. All Federal and State recovery information for businesses is also located on the County's Economic Development website.**

**Mr. Lawson reported that the County has already taken steps to reduce the financial impact on residents and businesses, including temporarily waiving credit card servicing fees and waiving late payment fees for April and May.**

**Mr. Lawson presented the following recommendations for the Council's consideration.**

- 1. Suspending the collection of the Accommodations Tax until further notice.**
- 2. Deferring tenant lease payments until further notice for the County's tenants at the Delaware Coastal Business Park and Delaware Coastal Airport.**
- 3. Contributing to the Delaware State Housing Authority (DSHA) Rental Assistance Program. The State is providing \$2 million in housing assistance to DSHA through the Rental Assistance Program. Multiple households are to receive up to \$1,500 in assistance with payments made directly to the property owner or utility company. The County has been asked to contribute to the State's funding; New Castle County has already approved the allocation of \$500,000.**

(continued)

Mrs. Jennings stated that she has been talking with DSHA and they had 130 Sussex applicants in the first 36 hours of the application being open. She further reported that DSHA is willing to guarantee that for every household Sussex County assists, they will provide a match.

**M 149 20  
Approve  
Initiatives  
Relating to  
COVID-19**

A Motion was made by Mr. Burton, seconded by Mr. Rieley, that the Sussex County Council approves the following initiatives related to the COVID-19 pandemic, effective March 13, 2020, the effective date of Governor Carney's Declaration of State of Emergency, until such time as the Declaration is limited:

1. The suspension of the collection of the Accommodations Tax for hotels, motels, and tourist homes in the unincorporated portions of the County beginning with all collections that would be due on April 15 (the March collections).
2. The deferral of the collection of lease payments for tenants of the Delaware Coastal Airport and Delaware Coastal Business Park.
3. Contributing up to \$250,000 from the County Contingency Fund to the Delaware State Housing Authority's housing assistance program earmarked for renters in Sussex County only.

**Motion Adopted: 4 Yeas, 1 Abstention.**

**Vote by Roll Call: Mr. Hudson, Yea; Mr. Rieley, Yea;  
Mr. Wilson, Abstained; Mr. Burton, Yea;  
Mr. Vincent, Yea**

**Adminis-  
trator's  
Report**

Mr. Lawson read the following information in his Administrator's Report:

**1. Delaware State Police Activity Report**

The Delaware State Police year-to-date activity report for February 2020 is attached listing the number of violent crime and property crime arrests, as well as total traffic charges and corresponding arrests. In addition, DUI and total vehicle crashes investigated are listed. In total, there were 191 troopers assigned to Sussex County for the month of February.

**2. Projects Receiving Substantial Completion**

Per the attached Engineering Department Fact Sheets, Ocean View Beach Club North – Phase 1 (Construction Record) received Substantial Completion effective March 16, 2020.

Per the attached Engineering Department Fact Sheets, Tidewater Landing – Phase 3C West Rehoboth Expansion North Planning Area, received Substantial Completion effective March 25, 2020.

**Adminis-  
trator's  
Report  
(continued)**

**3. Council Meeting Schedule**

**A reminder that Council will not meet on Tuesday, April 14th. The next regularly scheduled Council meeting will be held on April 21<sup>st</sup> at 10:00 a.m. (subject to change).**

**[Attachments to the Administrator's Report are not attachments to the minutes.]**

**Pharmacy  
Cost  
Review  
and  
Recom-  
mendation**

**Karen Brewington, Human Resources Director, and Steve Fallon of Insurance Buyer's Council (IBC) presented information on the County's Pharmacy Benefit Manager Request for Proposals (RFP). The goal of the RFP was to reduce and control the costs of pharmacy benefits for Sussex County Government and its employees and to maintain minimal member disruption. Six (6) proposals were received in response to the RFP; the bids were narrowed to two (2) competitive bidders, from Highmark Express Scripts and Heritage Health Solutions. The results identified significant savings which were presented by Mr. Fallon. It was noted that it is the recommendation of the RFP Review Panel to seek the Council's approval to enter into a contract with Highmark Blue Cross Blue Shield of Delaware "Express Scripts" effective May 1, 2020 with a standard three (3) year contract.**

**M 150 20  
Authorize  
Contract  
to Provide  
Pharmacy  
Benefits**

**A Motion was made by Mr. Rieley, seconded by Mr. Burton, that Sussex County Council authorizes the Human Resources Department to enter into a contract with Highmark Blue Cross Blue Shield utilizing Express Scripts as the carrier to provide pharmacy benefits under Option 3 for three (3) years with an option to renew on a year-by-year extension basis.**

**Motion Adopted: 5 Yeas.**

**Vote by Roll Call: Mr. Hudson, Yea; Mr. Rieley, Yea;  
Mr. Wilson, Yea; Mr. Burton, Yea;  
Mr. Vincent, Yea**

**Adminis-  
tration  
Building  
Cooling  
Tower  
Project  
Change  
Order**

**Hans Medlarz, County Engineer, presented Change Order No. 1 to the Sussex County Administration Building Cooling Tower Project C20-04. Mr. Medlarz stated that the County has been contacted by the contractor and made aware of the Cooling Tower corrosion treatment issue and has evaluated a potential Change Order to allow the current treatment system, housed on the third floor, to be moved to the roof with the cooling tower in a weather resistant enclosure. The Change Order is for a design change for the installation of the new water treatment system, valves and other miscellaneous items.**

**M 151 20  
Approve  
C/O**

**A Motion was made by Mr. Hudson, seconded by Mr. Wilson, based upon the recommendation of the Sussex County Engineering Department, that Change Order 1 for Contract C20-04, Sussex County Administration Building Cooling Tower, be approved increasing the contract by \$26,645.00**

**M 151 20** for a new contract total of \$146,645.00.

**Approve**

**C/O**

**Cooling**

**Tower**

**Project**

**(continued)**

**Motion Adopted: 5 Yeas.**

**Vote by Roll Call: Mr. Hudson, Yea; Mr. Rieley, Yea;  
Mr. Wilson, Yea; Mr. Burton, Yea;  
Mr. Vincent, Yea**

**Wolfe Neck  
RWF  
Disposal  
Conversion/  
Contract  
Amendment  
16**

**Hans Medlarz, County Engineer, presented an update on the Wolfe Neck Regional Wastewater Facility and presented for consideration Amendment No. 16 to the North Coastal Planning Area Contract with Whitman, Requardt and Associates in the amount of \$59,913.00 to cover the design of the conversion from center pivot agricultural rigs to a fixed head irrigation grid (per the spray irrigation lay-out plan).**

**M 152 20  
Approve  
Contract  
Amend-  
ment 16/  
Wolfe  
Neck RWF**

**A Motion was made by Mr. Rieley, seconded by Mr. Hudson, based upon the recommendation of the Sussex County Engineering Department, that Amendment No. 16 to the Base Engineering Contract for the North Coastal Planning Area with Whitman, Requardt and Associates be approved in the amount not to exceed \$59,913.00 for design of the conversion to the fixed head irrigation system at the Wolfe Neck Regional Wastewater Facility.**

**Motion Adopted: 5 Yeas.**

**Vote by Roll Call: Mr. Hudson, Yea; Mr. Rieley, Yea;  
Mr. Wilson, Yea; Mr. Burton, Yea;  
Mr. Vincent, Yea**

**Wolfe  
Neck RWF  
Disposal  
Conversion/  
Property  
Exchange  
with  
State of  
Delaware**

**Hans Medlarz, County Engineer, reported on the trail map (Cape Henlopen State Park: Spray Facility Trail) and presented the Final approved by DNREC, Department of Parks and Recreation. In accordance with the Lease Agreement with DNREC, the County is required to make a contribution of \$1,000,000 towards the design and construction of an onsite trail system open to the public with implementation responsibility and long-term maintenance by DNREC, Division of Parks. In order to move the entire proposed trail onto State property, DNREC Division of Parks and the Engineering Department recommend a land swap - an equal area property exchange via a minor lot line adjustment giving the State all lands outside the northern fence while giving the County an equal acreage to the east of the storage lagoon needed in the filtration expansion. Mr. Medlarz noted that the trail system is to be developed and designed and constructed by the State with contributions by the County over a period of five years.**

**M 153 20  
Approve  
Land  
Exchange  
with State  
of Delaware**

**A Motion was made by Mr. Burton, seconded by Mr. Hudson, based upon the recommendation of the Sussex County Engineering Department, that an equal land exchange between Sussex County and the State of Delaware to move the entire trail to the State property be approved, in principle.**

**Motion Adopted: 5 Yeas.**

**M 153 20  
(continued)**

**Vote by Roll Call: Mr. Hudson, Yea; Mr. Rieley, Yea;  
Mr. Wilson, Yea; Mr. Burton, Yea  
Mr. Vincent, Yea**

**SCRWF  
and  
RBWTP/  
Electrical  
Con-  
struction  
Project  
Change  
Order**

**Hans Medlarz, County Engineer, presented Change Order No. 3 for Electrical Construction, Project C19-17, South Coastal Regional Wastewater Facility (SCRWF) Treatment Process Upgrade No. 3 and Rehoboth Beach Wastewater Treatment Plant (RBWTP) Capital Improvement Program, Phase 2. Delmarva Power & Light previously requested a change to the utility power service entrance location at the RBWTP and, initially, DP&L indicated they would install the conduits; they have withdrawn that offer and asked the County's contractor to install the conduits. This will achieve a new conduit system installed between the current point of service on Washington Street to the desired DP&L location at the Treatment Plant entrance.**

**M 154 20  
Approve  
Change  
Order/  
SCRWF  
and  
RBWTP/  
Electrical  
Con-  
struction  
Project**

**A Motion was made by Mr. Burton, seconded by Mr. Hudson, based upon the recommendation of the Sussex County Engineering Department, that the Time and Material Change Order No. 3 for Contract 19-17, South Coastal Regional Wastewater Facility Treatment Process Upgrade No. 3 and Rehoboth Beach Wastewater Treatment Plant Capital Improvement Program, Phase 2, Electrical Construction, be approved in an amount not to exceed \$235,637.33.**

**Motion Adopted: 5 Yeas.**

**Vote by Roll Call: Mr. Hudson, Yea; Mr. Rieley, Yea;  
Mr. Wilson, Yea; Mr. Burton, Yea;  
Mr. Vincent, Yea**

**SCRWF  
and  
RBWTP/  
Materials  
Forcemain  
Consolida-  
tion  
Project  
Change  
Order**

**Hans Medlarz County Engineer, presented a Change Order 1 for the Materials – Forcemain Consolidation, Project M20-11, at South Coastal Regional Wastewater Facility (SCRWF).**

**The Engineering Department designed a consolidation of thirteen (13) influent forcemains at SCRWF under the General Labor & Equipment Contract. Direct material purchase offered cost savings in addition to efficiency. Council awarded the associated materials purchase contract M20-11 to Core & Main, LP on October 22, 2019 in the amount of \$271,438.60. Additional materials became necessary as consolidation work began. To date, four (4) occurrences have impacted materials necessary to complete the SCRWF forcemain consolidation.**

**M 155 20  
Approve  
Change  
Order**

**A Motion was made by Mr. Wilson, seconded by Mr. Burton, based upon the recommendation of the Sussex County Engineering Department, that Change Order 1 for Contract M20-11, Materials Purchased for Forcemain Consolidation, at the South Coastal Regional Wastewater Facility, be approved, increasing the Contract by \$66,457.39 for a new contract total of \$337,895.99.**

**M 155 20**  
**Approve**  
**C/O**  
**(continued)**

**Motion Adopted: 5 Yeas.**

**Vote by Roll Call: Mr. Hudson, Yea; Mr. Rieley, Yea;**  
**Mr. Wilson, Yea; Mr. Burton, Yea;**  
**Mr. Vincent, Yea**

**Grant**  
**Requests**

**Mrs. Jennings presented grant requests for the Council's consideration.**

**M 156 20**  
**Council-**  
**manic**  
**Grant**

**A Motion was made by Mr. Burton, seconded by Mr. Wilson, to give \$1,500.00 (\$300.00 from each Councilmanic Grant Account) to the American Cancer Society for Relay for Life of Sussex County.**

**Motion Adopted: 5 Yeas.**

**Vote by Roll Call: Mr. Hudson, Yea; Mr. Rieley, Yea;**  
**Mr. Wilson, Yea; Mr. Burton, Yea;**  
**Mr. Vincent, Yea**

**M 157 20**  
**Council-**  
**manic**  
**Grant**

**A Motion was made by Mr. Rieley, seconded by Mr. Burton, to give \$2,649.00 (\$1,549.00 from Mr. Rieley's Councilmanic Grant Account, \$300.00 each from Mr. Burton's, Mr. Hudson's and Mr. Vincent's Councilmanic Grant Accounts, and \$200.00 from Mr. Wilson's Councilmanic Grant Account) to the Race4Warriors for a fundraiser to assist veterans (funds to be used to offset the costs of having the County's paramedics available for the event).**

**Motion Adopted: 5 Yeas.**

**Vote by Roll Call: Mr. Hudson, Yea; Mr. Rieley, Yea;**  
**Mr. Wilson, Yea; Mr. Burton, Yea;**  
**Mr. Vincent, Yea**

**M 158 20**  
**Council-**  
**manic**  
**Grant**

**A Motion was made by Mr. Burton, seconded by Mr. Wilson, to give \$1,000.00 from Mr. Burton's Councilmanic Grant Account to the Greater Lewes Foundation for the Lewes Community Garden.**

**Motion Adopted: 5 Yeas.**

**Vote by Roll Call: Mr. Hudson, Yea; Mr. Rieley, Yea;**  
**Mr. Wilson, Yea; Mr. Burton, Yea;**  
**Mr. Vincent, Yea**

**Council**  
**Members**  
**Comments**

**Council members expressed their appreciation to staff for putting the teleconference together and for all of their efforts during this difficult time.**

**M 159 20**  
**Adjourn**

**A Motion was made by Mr. Burton, seconded by Mr. Wilson, to adjourn at 11:16 a.m.**

**Motion Adopted: 5 Yeas.**



**M 159 20  
(continued)**

**Vote by Roll Call: Mr. Hudson, Yea; Mr. Rieley, Yea;  
Mr. Wilson, Yea; Mr. Burton, Yea;  
Mr. Vincent, Yea**

**Respectfully submitted,**

**Robin A. Griffith  
Clerk of the Council**

*{An audio recording of this meeting is available on the County's website.}*

**DRAFT**

## ENGINEERING DEPARTMENT

ADMINISTRATION	(302) 855-7718
AIRPORT & INDUSTRIAL PARK	(302) 855-7774
ENVIRONMENTAL SERVICES	(302) 855-7730
PUBLIC WORKS	(302) 855-7703
RECORDS MANAGEMENT	(302) 854-5033
UTILITY ENGINEERING	(302) 855-7717
UTILITY PERMITS	(302) 855-7719
UTILITY PLANNING	(302) 855-1299
FAX	(302) 855-7799



# Sussex County

DELAWARE


[sussexcountyde.gov](http://sussexcountyde.gov)

HANS M. MEDLARZ, P.E.  
COUNTY ENGINEER

JOHN J. ASHMAN  
DIRECTOR OF UTILITY PLANNING

## Memorandum

TO: Sussex County Council  
The Honorable Michael H. Vincent, President  
The Honorable Irwin G. Burton III, Vice President  
The Honorable Samuel R. Wilson, Jr.  
The Honorable Douglas B. Hudson  
The Honorable John L. Rieley

FROM: John J. Ashman   
Director of Utility Planning

RE: *Use of Existing Infrastructure Agreement*  
*Milo's Haven*  
*File: OM 9.01*

DATE: April 28, 2020

The Use of Existing Infrastructure Agreement is an arrangement that collects financial contributions based on development built out flows for available capacity in the existing wastewater transmission infrastructure previously funded by the County while at the same time eliminating the granting of "oversizing" credits.

The Engineering Department requests approval of an agreement for the Use of Existing Infrastructure with **Norman Stephen Price Revocable Trust** for the **Milo's Haven** project in the Millville Area. Such an arrangement does not modify the underlying land use decision in any form. However, it allows the wastewater originating from the approved project to be conveyed through the existing transmission system previously constructed by the County.

Under the proposed arrangement, the **Milo's Haven** project will connect to the existing County owned infrastructure. In return for utilization of said infrastructure **Norman Stephen Price Revocable Trust** will contribute **\$158,949.00** for the financial catch-up contribution of the existing infrastructure to serve **184** Equivalent Dwelling Units. First payment of the contribution (\$80,000) will be required prior to beneficial acceptance of the on-site pumpstation, the remaining contribution (\$78,949.00) must be submitted prior to beginning construction of the second phase. System Connection Charges in place at the time of building permit request will still apply.





# Use of Existing Infrastructure Milo's Haven

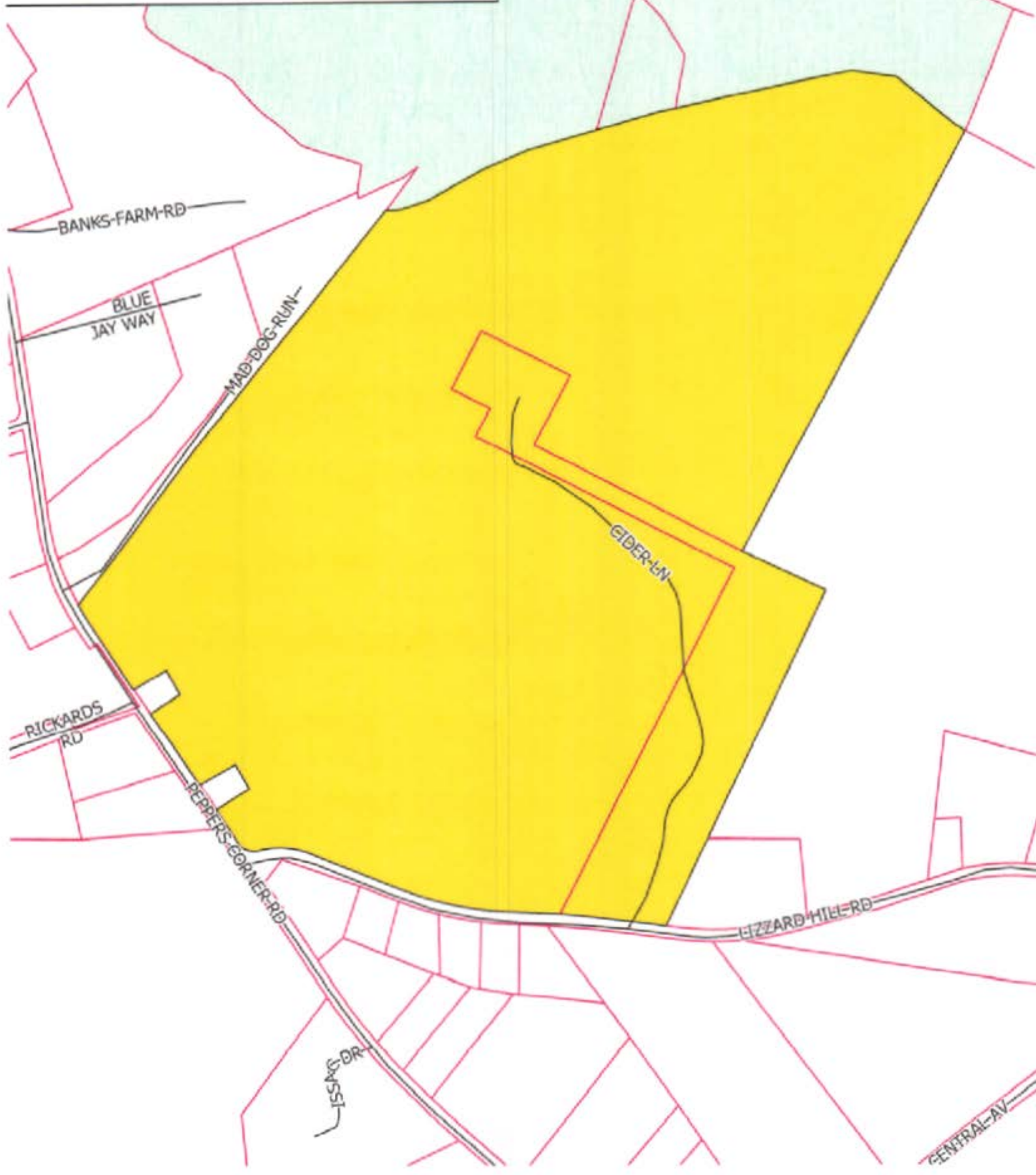
Parcels of Interest Existing SSD



0 115 230 460 Feet



3/19/2020





## ENGINEERING DEPARTMENT

ADMINISTRATION (302) 855-7718  
AIRPORT & INDUSTRIAL PARK (302) 855-7774  
ENVIRONMENTAL SERVICES (302) 855-7730  
PUBLIC WORKS (302) 855-7703  
RECORDS MANAGEMENT (302) 854-5033  
UTILITY ENGINEERING (302) 855-7717  
UTILITY PERMITS (302) 855-7719  
UTILITY PLANNING (302) 855-1299  
FAX (302) 855-7799



# Sussex County


DELAWARE  
sussexcountyde.gov

HANS M. MEDLARZ, P.E.  
COUNTY ENGINEER

JOHN J. ASHMAN  
DIRECTOR OF UTILITY PLANNING

## Memorandum

TO: Sussex County Council  
The Honorable Michael H. Vincent, President  
The Honorable Irwin G. Burton III, Vice President  
The Honorable Samuel R. Wilson, Jr.  
The Honorable Douglas B. Hudson  
The Honorable John L. Rieley

FROM: John J. Ashman   
Director of Utility Planning

RE: *Use of Existing Infrastructure Agreement*  
*Fenwick Shores*  
*File: OM 9.01*

DATE: April 28, 2020

The Use of Existing Infrastructure Agreement is an arrangement that collects financial contributions based on development built out flows for available capacity in the existing wastewater transmission infrastructure previously funded by the County while at the same time eliminating the granting of "oversizing" credits.

The Engineering Department requests approval of an agreement for the Use of Existing Infrastructure with **Fenwick Sands Inc.** for the **Fenwick Shores** project in the Fenwick Island Area. Such an arrangement does not modify the underlying land use decision in any form. However, it allows the wastewater originating from the approved project to be conveyed through the existing transmission system previously constructed by the County.

Under the proposed arrangement, the **Fenwick Shores** project will connect to the existing County owned infrastructure. In return for utilization of said infrastructure **Fenwick Sands Inc.** will contribute **\$12,879.00** for the financial catch-up contribution of the existing infrastructure to serve **8.47** additional Equivalent Dwelling Units. Payment of the contribution must be submitted at the time of execution of the agreement but prior to final sewer inspection. System Connection Charges in place at the time of building permit request will still apply.





# Use of Existing Infrastructure Fenwick Shores Parcel 134-23.12-179.00

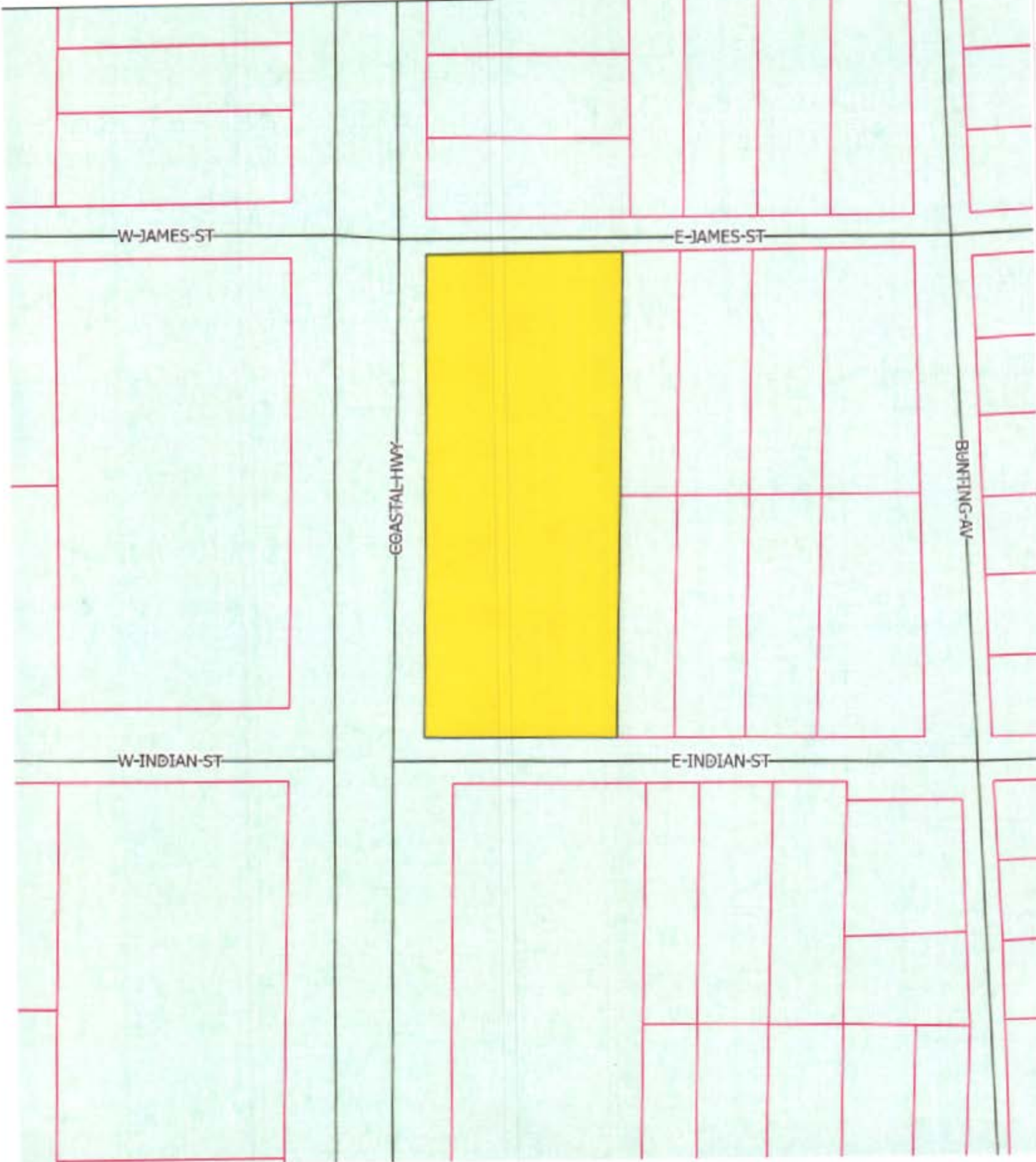
Parcel of Interest Existing SSD



0 25 50 100 Feet



3/19/2020





## ENGINEERING DEPARTMENT

ADMINISTRATION	(302) 855-7718
AIRPORT & INDUSTRIAL PARK	(302) 855-7774
ENVIRONMENTAL SERVICES	(302) 855-7730
PUBLIC WORKS	(302) 855-7703
RECORDS MANAGEMENT	(302) 854-5033
UTILITY ENGINEERING	(302) 855-7717
UTILITY PERMITS	(302) 855-7719
UTILITY PLANNING	(302) 855-1299
FAX	(302) 855-7799



# Sussex County


DELAWARE  
sussexcountyde.gov

HANS M. MEDLARZ, P.E.  
COUNTY ENGINEER

JOHN J. ASHMAN  
DIRECTOR OF UTILITY PLANNING

## Memorandum

TO: Sussex County Council  
The Honorable Michael H. Vincent, President  
The Honorable Irwin G. Burton III, Vice President  
The Honorable Samuel R. Wilson, Jr.  
The Honorable Douglas B. Hudson  
The Honorable John L. Rieley

FROM: John J. Ashman   
Director of Utility Planning

RE: *Use of Existing Infrastructure Agreement  
Plantation Medical  
File: OM 9.01*

DATE: April 28, 2020

The Use of Existing Infrastructure Agreement is an arrangement that collects financial contributions based on development built out flows for available capacity in the existing wastewater transmission infrastructure previously funded by the County while at the same time eliminating the granting of "oversizing" credits.

The Engineering Department requests approval of an agreement for the Use of Existing Infrastructure with **Double R Holdings, LLC** for the **Plantation Medical and Professional Center** project in the West Rehoboth Area. Such an arrangement does not modify the underlying land use decision in any form. However, it allows the wastewater originating from the approved project to be conveyed through the existing transmission system previously constructed by the County.

Under the proposed arrangement, the **Plantation Medical and Professional Center** project will connect to the existing County owned infrastructure. In return for utilization of said infrastructure **Double R Holdings, LLC** will contribute **\$90,144.00** for the financial catch-up contribution of the existing infrastructure to serve **27.00** additional Equivalent Dwelling Units. Payment of the contribution must be submitted at the time of execution of the agreement. System Connection Charges in place at the time of building permit request will still apply.





Permission to Prepare and Post Notices  
Public Hearing on the Proposed Annexation  
Plantation Medical Annexation  
Parcels 334-12.00-53.02 & 53.03

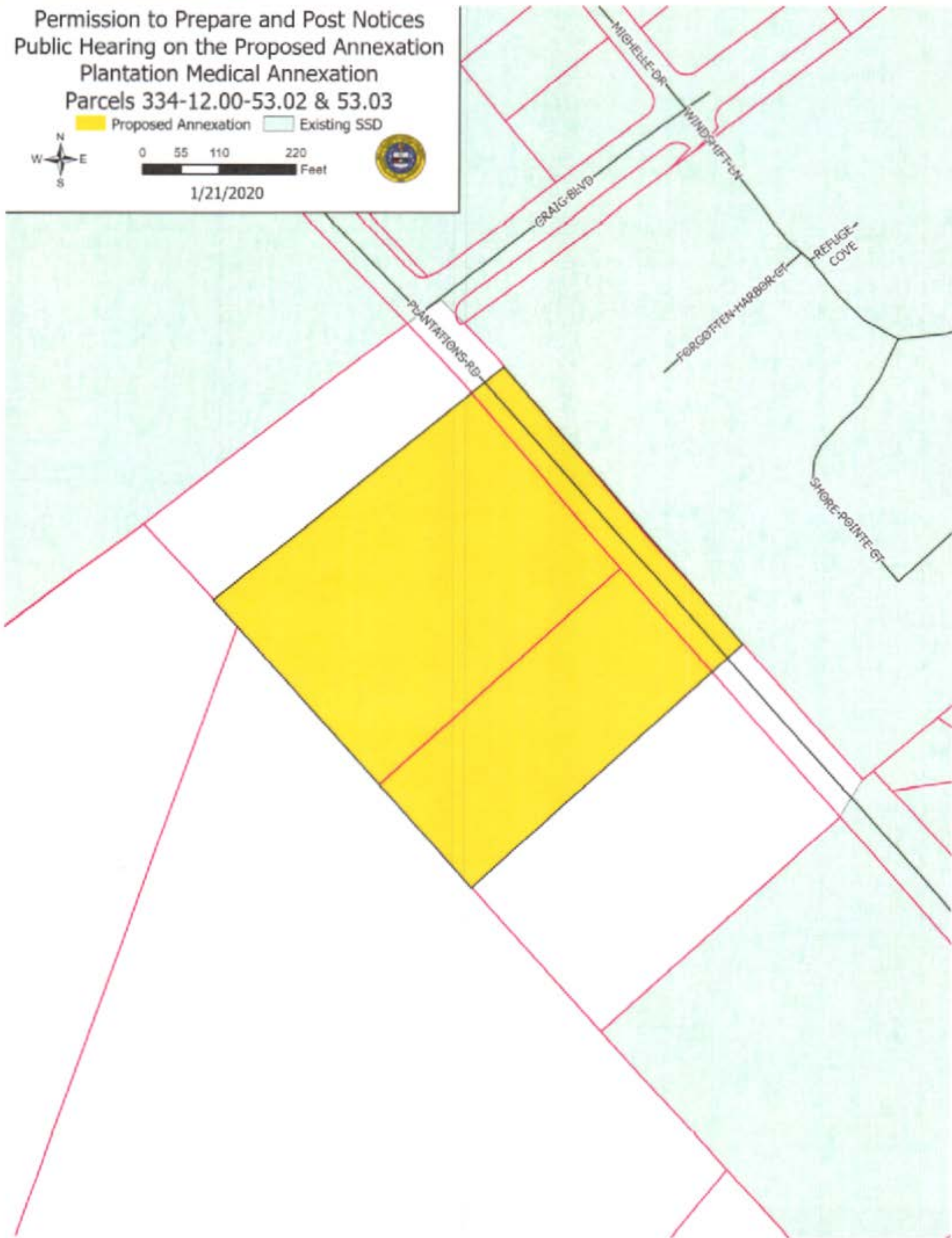
Proposed Annexation Existing SSD



0 55 110 220 Feet



1/21/2020





## ENGINEERING DEPARTMENT

ADMINISTRATION	(302) 855-7718
AIRPORT & INDUSTRIAL PARK	(302) 855-7774
ENVIRONMENTAL SERVICES	(302) 855-7730
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# Sussex County


DELAWARE  
sussexcountyde.gov

HANS M. MEDLARZ, P.E.  
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## Memorandum

TO: Sussex County Council  
The Honorable Michael H. Vincent, President  
The Honorable Irwin G. Burton III, Vice President  
The Honorable Samuel R. Wilson, Jr.  
The Honorable Douglas B. Hudson  
The Honorable John L. Rieley

FROM: John J. Ashman   
Director of Utility Planning

RE: *Use of Existing Infrastructure Agreement*  
*Chase Oaks*  
*File: OM 9.01*

DATE: April 28, 2020

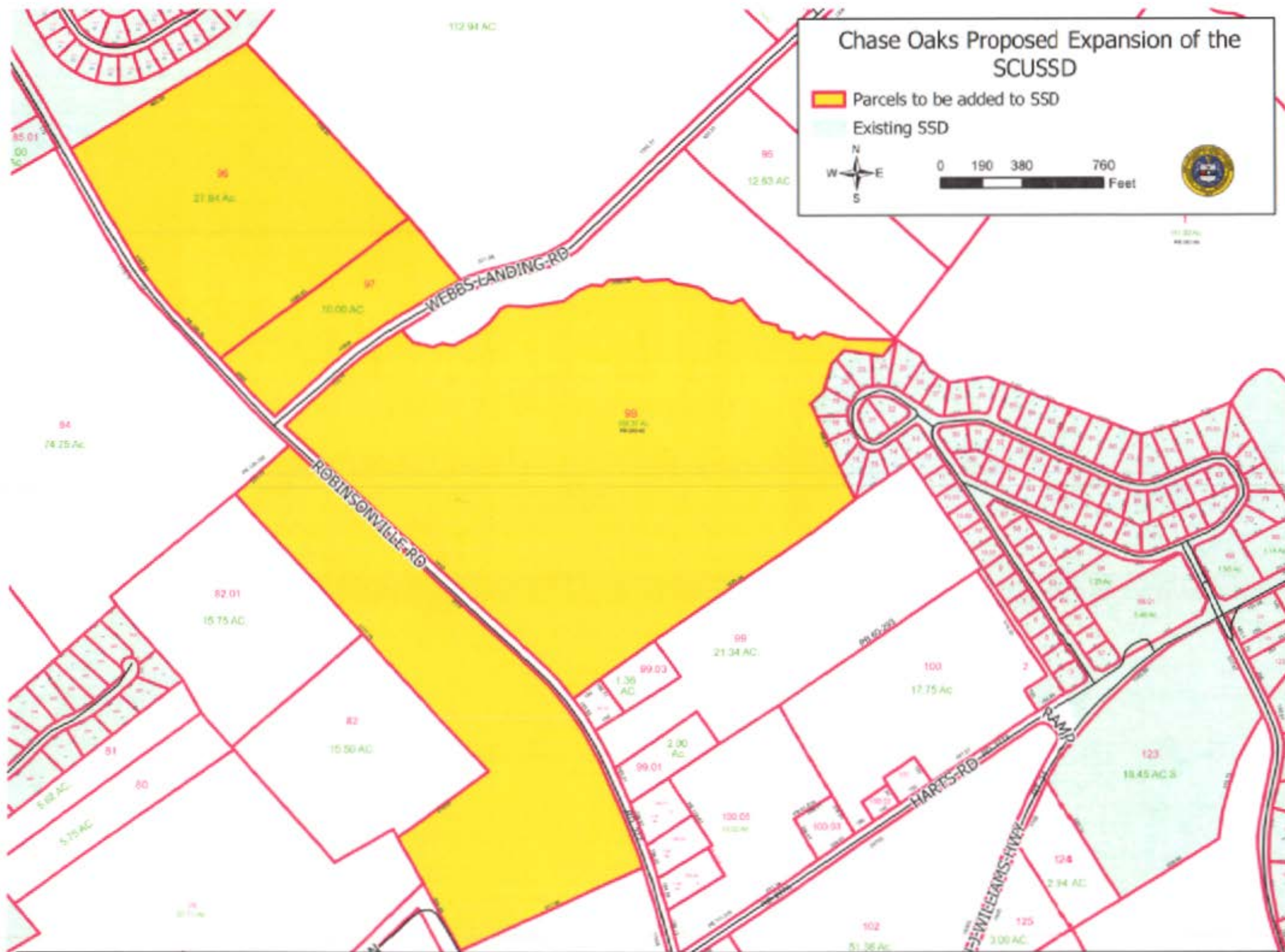
The Use of Existing Infrastructure Agreement is an arrangement that collects financial contributions based on development built out flows for available capacity in the existing wastewater transmission infrastructure previously funded by the County while at the same time eliminating the granting of "oversizing" credits.

The Engineering Department requests approval of an agreement for the Use of Existing Infrastructure with **Charter Oaks Investment, LLC** for the **Chase Oaks** project in the Miller Creek Area. Such an arrangement does not modify the underlying land use decision in any form. However, it allows the wastewater originating from the approved project to be conveyed through the existing transmission system previously constructed by the County.

Under the proposed arrangement, the **Chase Oaks** project will connect to the existing County owned infrastructure. In return for utilization of said infrastructure **Charter Oaks Investment, LLC** will contribute **\$94,535.00** for the financial catch-up contribution of the existing infrastructure to serve **255** Equivalent Dwelling Units. Payment will be required prior to substantial completion of the on-site pumpstation. System Connection Charges in place at the time of building permit request will still apply.







The public hearing will be held on this issue at 11:00 a.m. on November 19, 2019 in the Sussex County Council Chambers, 2 The Circle, Georgetown, DE. 19947. For more information please visit: <https://www.sussexcountyde.gov/legal-notices/sewer-water> or call Sussex County Utility Planning at 302-855-1299.



## ENGINEERING DEPARTMENT

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# Sussex County


DELAWARE  
sussexcountyde.gov

HANS M. MEDLARZ, P.E.  
COUNTY ENGINEER

JOHN J. ASHMAN  
DIRECTOR OF UTILITY PLANNING

## Memorandum

TO: Sussex County Council  
The Honorable Michael H. Vincent, President  
The Honorable Irwin G. Burton III, Vice President  
The Honorable Samuel R. Wilson, Jr.  
The Honorable Douglas B. Hudson  
The Honorable John L. Rieley

FROM: John J. Ashman   
Director of Utility Planning

RE: *Use of Existing Infrastructure Agreement*  
*Coastal Station*  
*File: OM 9.01*

DATE: April 28, 2020

The Use of Existing Infrastructure Agreement is an arrangement that collects financial contributions based on development built out flows for available capacity in the existing wastewater transmission infrastructure previously funded by the County while at the same time eliminating the granting of "oversizing" credits.

The Engineering Department requests approval of an agreement for the Use of Existing Infrastructure with **Coastal Station Development Company, LLC** for the **Coastal Station** project in the West Rehoboth Area. Such an arrangement does not modify the underlying land use decision in any form. However, it allows the wastewater originating from the approved project to be conveyed through the existing transmission system previously constructed by the County.

Under the proposed arrangement, the **Coastal Station** project will connect to the existing County owned infrastructure. In return for utilization of said infrastructure **Coastal Station Development Company, LLC** will contribute **\$105,050.00** for the financial catch-up contribution of the existing infrastructure to serve **108.42** Equivalent Dwelling Units. Payment will be required prior to substantial completion of the on-site pumpstation. System Connection Charges in place at the time of building permit request will still apply.





# Use of Existing Infrastructure Coastal Station

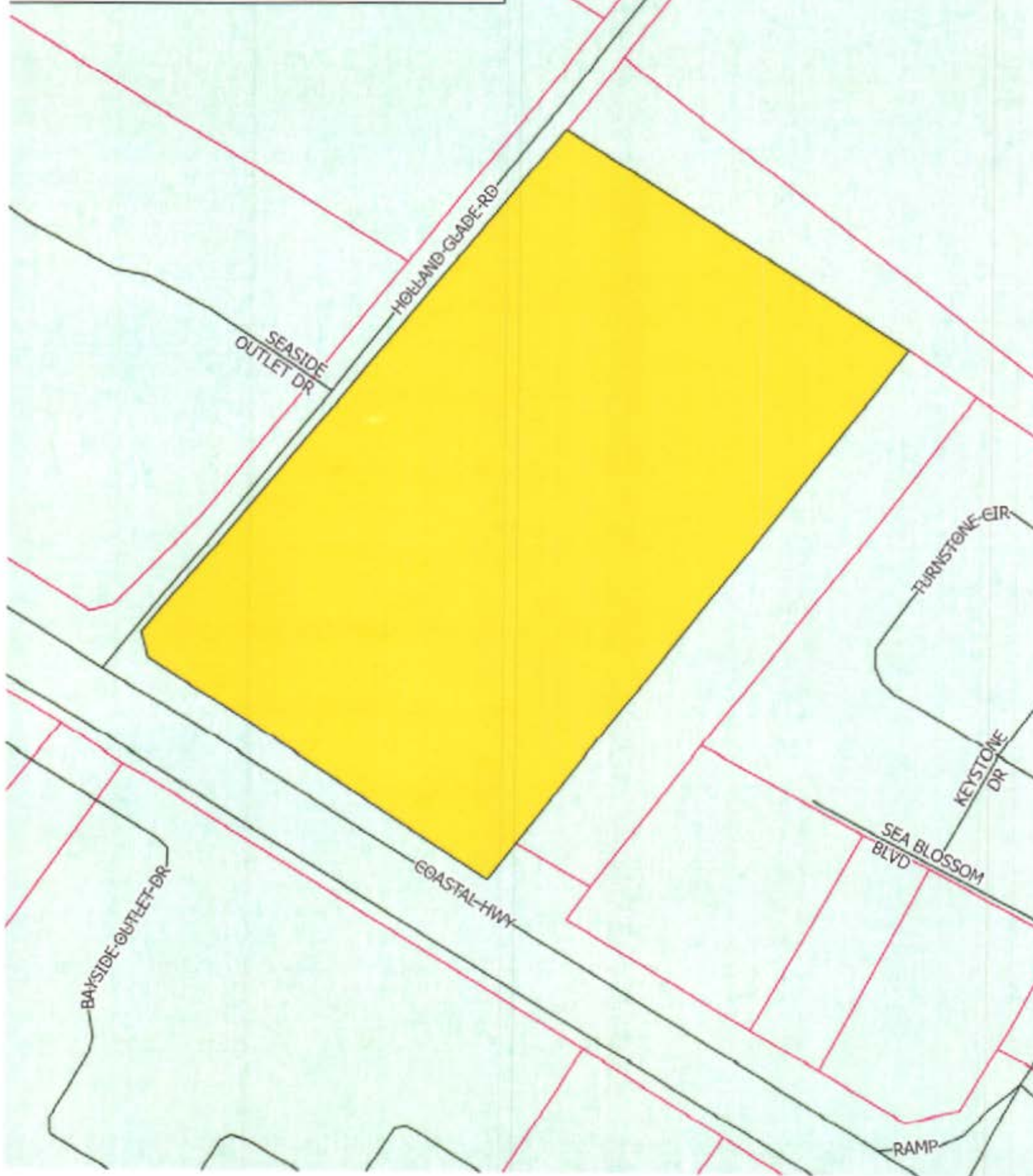
Parcel 334-13.00-325.08 Existing SSD



0 55 110 220 Feet

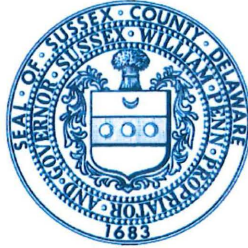


4/22/2020






TODD F. LAWSON  
COUNTY ADMINISTRATOR  
(302) 855-7742 T  
(302) 855-7749 F  
tlawson@sussexcountyde.gov



**Sussex County**  
DELAWARE  
sussexcountyde.gov

## **Memorandum**

TO: Sussex County Council  
The Honorable Michael H. Vincent, President  
The Honorable Irwin G. Burton III, Vice President  
The Honorable Douglas B. Hudson  
The Honorable John L. Rieley  
The Honorable Samuel R. Wilson Jr

FROM: Todd F. Lawson  
County Administrator 

RE: **Sussex County – COVID-19 Situational Awareness**

DATE: April 24, 2020

---

On Friday, March 13, 2020, Governor John C. Carney's Declaration of a State of Emergency for the State of Delaware went into effect due to a Public Health Threat related to COVID-19. To date, the Declaration has been modified twelve separate times to institute additional restrictions.

Once the Declaration was made and the subsequent modifications issued, the County continued to adjust our operations balancing the need to protect the safety and welfare of our employees while attempting to keep our services available to the public and local economy. This memo provides an update of the situation related to the County as of today's date and any changes that have occurred since we last met on April 7.

### **Federal Legislation and Stimulus Bills**

This week there was a call with Sen. Carper and the three counties' public safety officials and leadership. Sen. Carper provided an update on the stimulus bills coming out of Congress. The next bill, entitled "3.5", passed on Thursday. This bill will replenish the funds that helped the Paycheck Protection Program (PPP) and CAREs Act related to small businesses. It will not provide funding to local governments; that is still being negotiated. The subsequent bill, entitled "4.0", may have funding for local governments but the details are unknown. For example, how much will go to the local governments; will it go directly to entities with less than 500,000 population; what can it be used for; and will there be restrictions on spending the funding? So many unknowns at this point, it is hard to speculate. On the call, we encouraged Sen. Carper to allow the funds to be used for loss revenue and COVID-19 expenses (beyond emergency management).

Additionally, we "might" see money coming down from the State sooner than any Federal stimulus package at this point, but that is unknown as well. We are monitoring.



With the most recent DEFAC numbers released last night (\$748M+- drop), it is safe to say that State officials will be looking to use as much funding as they can find.

### **Sussex Marketing Ad**

Bill Pfaff is leading an effort to develop and produce a marketing/branding campaign that is focused on: Sussex Countians helping Sussex County businesses. The theme is – buy now and buy local. The ad will feature some branding and local faces, e.g., local Mayors and leading business figures. He is partnering with Southern Delaware Tourism, local Chambers of Commerce, and other Economic Development stakeholders in Sussex. The intent is to develop a TV advertisement to be broadcasted on all local channels and saturated on social media. We may move into radio and perhaps print (newspaper/billboards). The County will pay for this out of the Economic Development department's approved advertising budget. We are hopeful the ad will take shape next week so we can share it with you all for feedback.

### **Public Hearings**

We have taken steps to begin having public hearings again for Planning and Zoning applications. As always, they will begin with the P&Z Commission and then move to the County Council. We will select applications that are less complicated and controversial. We will contact the applicants to ensure they are willing to proceed under a virtual meeting. The first P&Z public hearing is scheduled for May 14 followed by the County Council hearing on June 9.

### **PPE Supplies**

The County's supply of PPEs for our employees, mostly EMS, is in very good supply. We have a two-month stockpile. We are working with the County's Fire/BLS community to also ensure they have enough supplies for their needs. The County has a shipment of 10,000 masks due to arrive in May.

### **Marriages**

In the latest modification, the Governor amended the SOE Declaration to allow for a modified marriage process. In summary, this will allow video-technology for the issuance of an oath to allow the couple to receive their marriage license. Clerk of the Peace Jay Jones has been planning for this modification and is prepared to begin offering this service to couples.

### **Opening the County**

We have already taken steps to prepare for the time when the County operations can begin to revert to normal. When that does take place, I would suggest that the County's operations will look different and things will change. Furthermore, we will not open instantly, the process will be staggered over time until we feel the staff is safe and the public can be served efficiently and effectively.

To that end, things are going to look different. We have ordered plexiglass-like partitions for several locations throughout our building (e.g., the building permit counter) to protect the employees and create separation. Employees may continue to wear masks and gloves. Certain employees may continue to work from home. In several offices, we will open and allow customers by appointment only. Significant planning will be required to open the

Memo to Council – COVID-19 Situational Awareness

April 24, 2020

Page 3 of 3.

County libraries. County Council and P&Z Commission meetings may be modified to create separation through seating restrictions and selecting applications that will not fill the Chamber to standing-room-only.

# # # #



TODD F. LAWSON  
COUNTY ADMINISTRATOR  
(302) 855-7742 T  
(302) 855-7749 F  
tlawson@sussexcountyde.gov



**Sussex County**  
DELAWARE  
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## COUNTY ADMINISTRATOR'S REPORT

APRIL 28, 2020

### 1. Delaware State Police Activity Report

The Delaware State Police year-to-date activity report for March 2020 is attached listing the number of violent crime and property crime arrests, as well as total traffic charges and corresponding arrests. In addition, DUI and total vehicle crashes investigated are listed. In total, there were 197 troopers assigned to Sussex County for the month of March.

### 2. Projects Receiving Substantial Completion

Per the attached Engineering Department Fact Sheets, the following projects received Substantial Completion: The Estuary – Phase 1D-1C (Construction Record) effective April 6<sup>th</sup> and Baylis Estates – Pump Station effective April 8<sup>th</sup>.

---

Todd F. Lawson  
County Administrator



# Delaware State Police

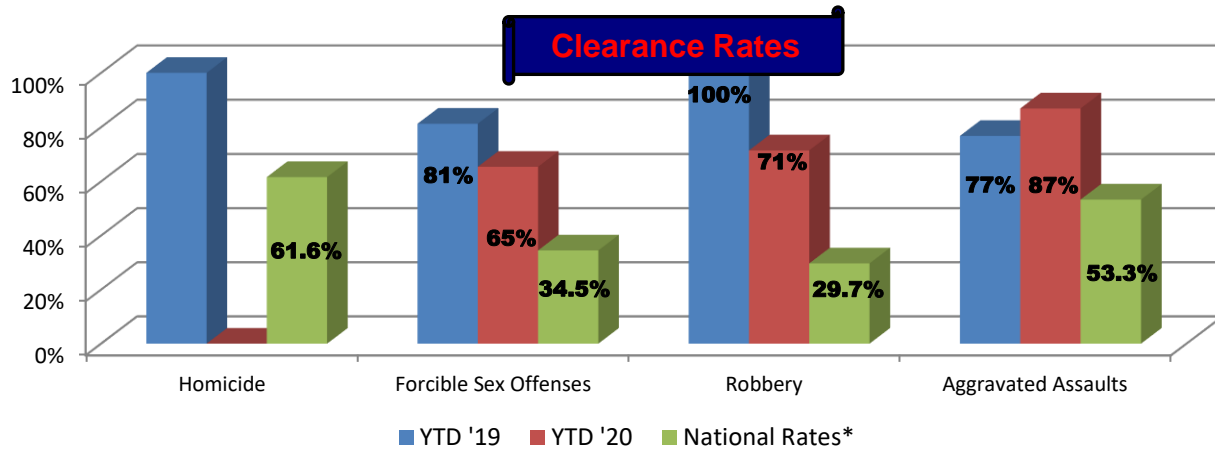
## Sussex County



Reporting Month: **March 2020**

### Violent Crimes

	Offenses			Clearances		
	YTD '19	YTD '20	% Change	YTD '19	YTD '20	% Change
Homicide	1	0	N/A	1	0	N/A
Forcible Sex Offenses	32	26	-19%	26	17	-35%
Robbery	4	7	75%	4	5	25%
Aggravated Assaults	99	99	0%	76	86	13%



\* National Rates for 2018 - most recent available.



### Robberies - 2020\*\*

#### Weapon Used

Gun	4
Knife	0
Strongarm	3
All Other	0
<b>Total Robberies</b>	<b>7</b>

\*\* Robberies through month of report. All incidents may not be distinguishable on map due to location overlap.



# Delaware State Police

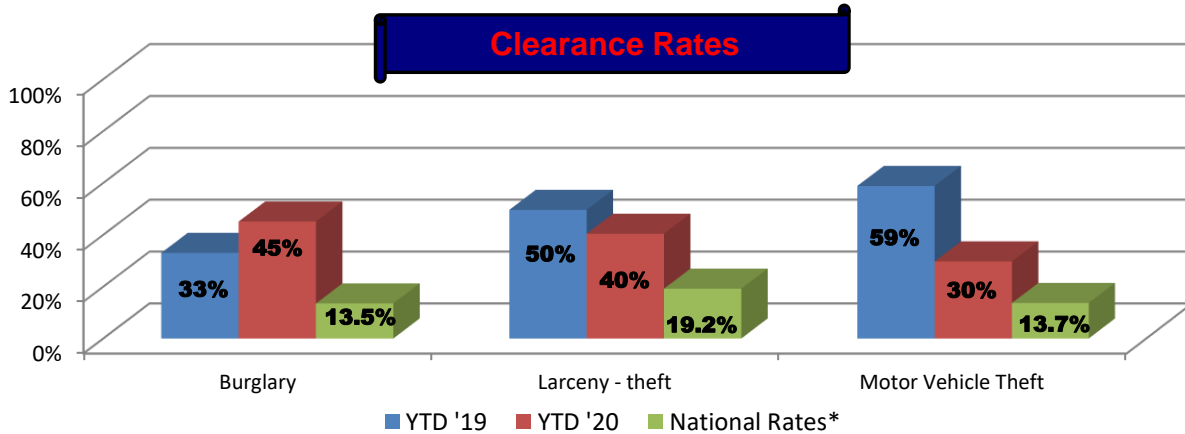
## Sussex County



Reporting Month: **March 2020**

### Property Crimes

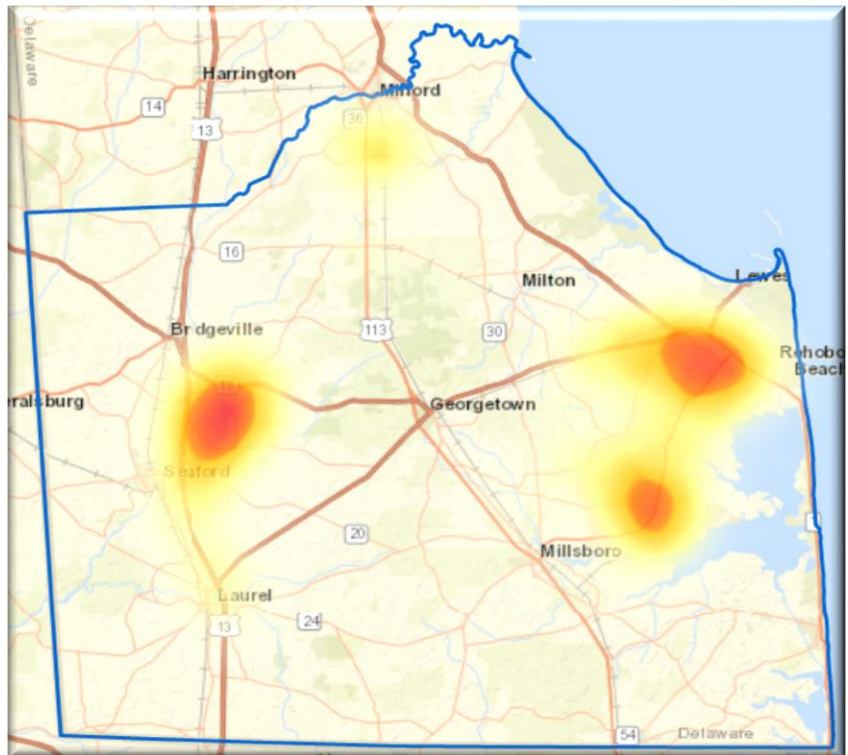
	Offenses			Clearances		
	YTD '19	YTD '20	% Change	YTD '19	YTD '20	% Change
Burglary	106	102	-4%	35	46	31%
Larceny - theft	502	589	17%	249	238	-4%
Motor Vehicle Theft	17	37	118%	10	11	10%



\* National Rates for 2018 - most recent available.

### Drug Arrest Hot Spots 2020

Drug Law Violations Resulting in Arrests: **557**



Drug Arrests through month of report.

# Delaware State Police

## Sussex County



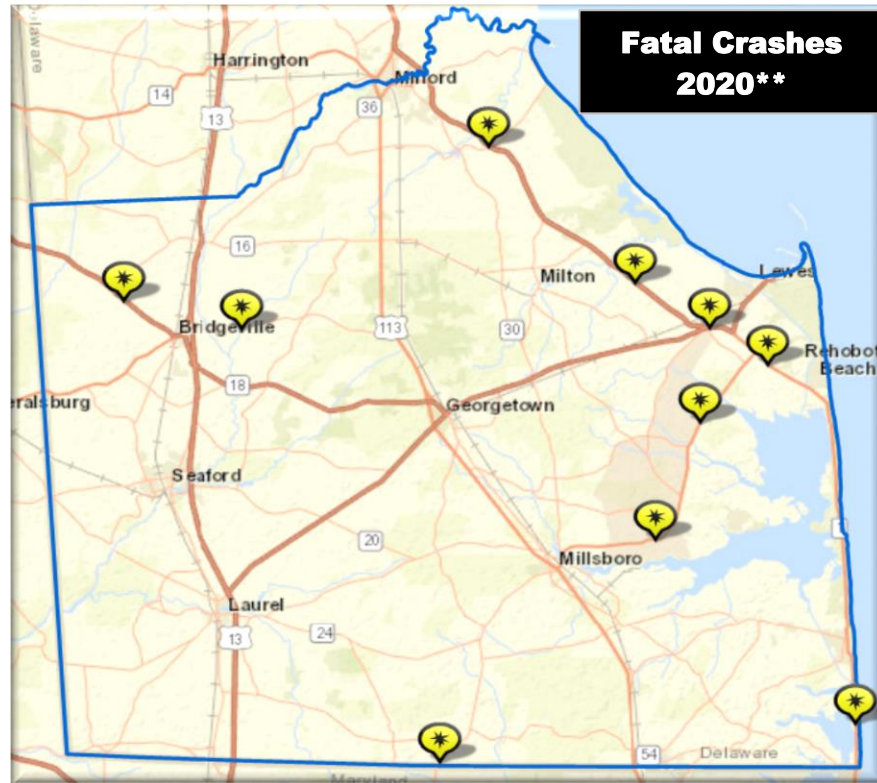
Reporting Month: **March 2020**

### Traffic Arrests

	YTD '19	YTD '20	% Change
Total Traffic Arrests (Charges)	10,923	10,475	-4%
# of Persons Arrested for Traffic Violations	7,115	6,562	-8%
DUI Arrests	281	333	19%

### Crashes Investigated

	YTD '19	YTD '20	% Change
Fatal Crashes	2	10	N/A
Personal Injury Crashes	169	196	16%
Property Damage Only Crashes	906	790	-13%
Private Property / Minor Damage Crashes	177	150	-15%
Total Crashes	1,254	1,146	-9%



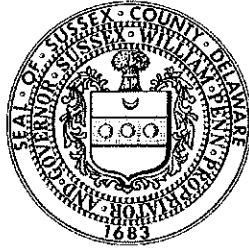
**\*\* Fatal crashes as of reporting month**  
*All incidents may not be distinguishable on map due to location overlap.*

### Personnel

2019	2020
196	197

## ENGINEERING DEPARTMENT

ADMINISTRATION (302) 855-7718  
AIRPORT & INDUSTRIAL PARK (302) 855-7774  
ENVIRONMENTAL SERVICES (302) 855-7730  
PUBLIC WORKS (302) 855-7703  
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FAX (302) 855-7799



# Sussex County

DELAWARE  
sussexcountyde.gov

HANS M. MEDLARZ, P.E.  
COUNTY ENGINEER

BRAD HAWKES  
DIRECTOR OF UTILITY ENGINEERING

## MEMORANDUM

To: Todd Lawson  
Sussex County Administrator

From: Keith Bryan *KAB*  
Assistant Director  
Utility Engineering

REF: **THE ESTUARY - PHASE 1D-1C (CONSTRUCTION RECORD)  
MILLER CREEK SANITARY SEWER DISTRICT  
SUSSEX COUNTY TAX MAP NUMBER  
134-19-31  
CLASS-1  
AGREEMENT NO. 638 - 24**

Date: April 06, 2020

The above referenced project has received Substantial Completion effective, April 06, 2020. Attached for your use is a fact sheet for the project. Please include this information in your Administrator's Report to the Sussex County Council.

KB:sdt

Attachment

xc: Mr. Hans Medlarz, P. E.  
Mr. Brad Hawkes



## ENGINEERING DEPARTMENT

ADMINISTRATION	(302) 855-7718
AIRPORT & INDUSTRIAL PARK	(302) 855-7774
ENVIRONMENTAL SERVICES	(302) 855-7730
PUBLIC WORKS	(302) 855-7703
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# Sussex County

DELAWARE  
sussexcountyde.gov

HANS M. MEDLARZ, P.E.  
COUNTY ENGINEER

BRAD HAWKES  
DIRECTOR OF UTILITY ENGINEERING

April 06, 2020

### FACT SHEET

SUSSEX COUNTY PROJECT 81-04  
THE ESTUARY - PHASE 1D-1C (CONSTRUCTION RECORD)  
AGREEMENT NO. 638 - 24

#### DEVELOPER:

Mr. Steve Brodbeck  
Estuary Development, LLC  
8965 Guilford Road, Suite 200  
Columbia, MD 20146

#### LOCATION:

Southeast of Double Bridges Rd. and intersected  
by Camp Barnes Rd.

#### SANITARY SEWER DISTRICT:

Miller Creek Sanitary Sewer District

#### TYPE AND SIZE DEVELOPMENT:

Residential Community consisting of 22 single  
family homes in this phase.

#### SYSTEM CONNECTION CHARGES:

\$139,920.00

#### SANITARY SEWER APPROVAL:

Sussex County Engineering Department Plan Approval  
11/06/15

Department of Natural Resources Plan Approval  
11/24/15

#### SANITARY SEWER CONSTRUCTION DATA:

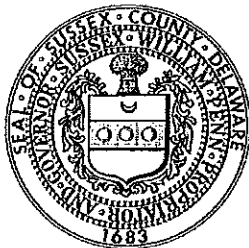
Construction Days – 25  
Construction Admin and Construction Inspection Cost – \$18,255.56  
Proposed Construction Cost – \$121,703.70



COUNTY ADMINISTRATIVE OFFICES  
2 THE CIRCLE | PO BOX 589  
GEORGETOWN, DELAWARE 19947

## ENGINEERING DEPARTMENT

ADMINISTRATION (302) 855-7718  
AIRPORT & INDUSTRIAL PARK (302) 855-7774  
ENVIRONMENTAL SERVICES (302) 855-7730  
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# Sussex County

DELAWARE  
sussexcountyde.gov

HANS M. MEDLARZ, P.E.  
COUNTY ENGINEER

BRAD HAWKES  
DIRECTOR OF UTILITY ENGINEERING

## MEMORANDUM

To: Jen Brasure  
Accountant III

From: Keith Bryan *KAB*  
Assistant Director  
Utility Engineering

REF: **THE ESTUARY - PHASE 1D-1C (CONSTRUCTION RECORD)**  
**MILLER CREEK SANITARY SEWER DISTRICT**  
**SUSSEX COUNTY TAX MAP NUMBER**  
**134-19-31**  
**CLASS-1**  
**AGREEMENT NO. 638 - 24**

Date: April 06, 2020

Please be advised, the above referenced project has been installed and is being presented in the Sussex County's Administrator's Report on Tuesday for Substantial Completion. Please take the steps necessary to provide insurance coverage for the following:

Gravity piping of 1264 lineal feet at a cost of \$121,703.70.

Pumping Station at a cost of \$0.00.

Force Main of 0 lineal feet at a cost of \$0.00.

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

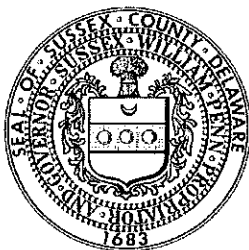
KB:set

xc: Mr. Todd F. Lawson  
Mr. Hans Medlarz, P. E.  
Mrs. Jayne Dickerson



## ENGINEERING DEPARTMENT

ADMINISTRATION (302) 855-7718  
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# Sussex County

DELAWARE  
sussexcountye.gov

HANS M. MEDLARZ, P.E.  
COUNTY ENGINEER

BRAD HAWKES  
DIRECTOR OF UTILITY ENGINEERING

## MEMORANDUM

To: Todd Lawson  
Sussex County Administrator

From: Keith Bryan *KAB*  
Assistant Director  
Utility Engineering

REF: **BAYLIS ESTATES - PUMP STATION  
OAK ORCHARD SANITARY SEWER DISTRICT  
SUSSEX COUNTY TAX MAP NUMBER  
234-29-42  
CLASS-1  
AGREEMENT NO. 439 - 4**

Date: April 08, 2020

The above referenced project has received Substantial Completion effective, April 08, 2020. Attached for your use is a fact sheet for the project. Please include this information in your Administrator's Report to the Sussex County Council.

KB:sdt

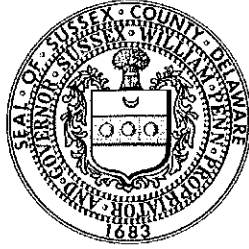
Attachment

xc: Mr. Hans Medlarz, P. E.  
Mr. Brad Hawkes



## ENGINEERING DEPARTMENT

ADMINISTRATION	(302) 855-7718
AIRPORT & INDUSTRIAL PARK	(302) 855-7774
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# Sussex County

DELAWARE  
sussexcountyde.gov

HANS M. MEDLARZ, P.E.  
COUNTY ENGINEER

BRAD HAWKES  
DIRECTOR OF UTILITY ENGINEERING

April 08, 2020

### FACT SHEET

SUSSEX COUNTY PROJECT 81-04  
BAYLIS ESTATES - PUMP STATION  
AGREEMENT NO. 439 - 4

#### DEVELOPER:

Michael Warring  
Intrinsic Financial, LLC  
7520 Indian Pipe Court  
Columbia, MD 21046

#### LOCATION:

NE/Road 297 (Mounty Joy Road), approximately  
1,243 feet, N/RT24 (John J. Williams Highway).

#### SANITARY SEWER DISTRICT:

Oak Orchard Sanitary Sewer District

#### TYPE AND SIZE DEVELOPMENT:

Pump station.

#### SYSTEM CONNECTION CHARGES:

\$0.00

#### SANITARY SEWER APPROVAL:

Sussex County Engineering Department Plan Approval

Department of Natural Resources Plan Approval  
03/18/19

#### SANITARY SEWER CONSTRUCTION DATA:

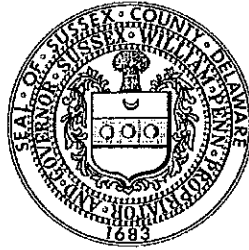
Construction Days – 60  
Construction Admin and Construction Inspection Cost – \$60,000.00  
Proposed Construction Cost – \$400,000.00



COUNTY ADMINISTRATIVE OFFICES  
2 THE CIRCLE | PO BOX 589  
GEORGETOWN, DELAWARE 19947

## ENGINEERING DEPARTMENT

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PUBLIC WORKS (302) 855-7703  
RECORDS MANAGEMENT (302) 854-5033  
UTILITY ENGINEERING (302) 855-7717  
UTILITY PERMITS (302) 855-7719  
UTILITY PLANNING (302) 855-1299  
FAX (302) 855-7799



# Sussex County

DELAWARE  
sussexcountyde.gov

HANS M. MEDLARZ, P.E.  
COUNTY ENGINEER

BRAD HAWKES  
DIRECTOR OF UTILITY ENGINEERING

## MEMORANDUM

To: Jen Brasure  
Accountant III

From: Keith Bryan *KB*  
Assistant Director  
Utility Engineering

REF: **BAYLIS ESTATES - PUMP STATION  
OAK ORCHARD SANITARY SEWER DISTRICT  
SUSSEX COUNTY TAX MAP NUMBER  
234-29-42  
CLASS-1  
AGREEMENT NO. 439 - 4**

Date: April 08, 2020

Please be advised, the above referenced project has been installed and is being presented in the Sussex County's Administrator's Report on Tuesday for Substantial Completion. Please take the steps necessary to provide insurance coverage for the following:

Gravity piping of 0 lineal feet at a cost of \$0.00.

Pumping Station 353 at a cost of \$400,000.00.

Force Main of 0 lineal feet at a cost of \$0.00.

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

KB:set

xc: Mr. Todd F. Lawson  
Mr. Hans Medlarz, P. E.  
Mrs. Jayne Dickerson







# SUSSEX COUNTY EMERGENCY MEDICAL SERVICES

22215 Dupont Blvd. • P.O. Box 589 • Georgetown, DE 19947 • 302-854-5050 • FAX 302-855-7780

**Robert A. Stuart**  
*Director*

April 27, 2020

Memorandum

TO: Sussex County Council

The Honorable Michael H. Vincent, President

The Honorable Irwin G. Burton III, Vice President

The Honorable Douglas B. Hudson

The Honorable John L. Rieley

The Honorable Samuel R. Wilson Jr.

FROM: Robert L. Schoonover, EMS Manager of Logistics 

RE: Blades Medic 110 Station Lease Renewal

---

Attached is a lease renewal for the Blades based Medic 110 station. This medic unit provides 24/7 primary coverage to Blades, Seaford and a back up to the Laurel and Bridgeville response areas. The lease has been reviewed and approved by the county attorney & the county insurance carrier.

The lease is for a three-year period, May 1, 2020 to April 30, 2023 with a 60 day opt out provision as we anticipate our new station on the corner of Route 13 & Swain Avenue will be completed before the lease expiration date. The monthly lease fee is a \$ 925.00 fixed monthly rate. This is a \$ 25.00 monthly increase over the previous fixed monthly lease amount.

I will be presenting the lease and will answer any questions.

Caring People,  
Quality Service



**Todd F. Lawson**  
*Administrator*



**This Lease Agreement** (“Lease”) is made this \_\_\_ day of \_\_\_\_\_, 2020 between **JBT Enterprises, LLC**, a Delaware limited liability company, hereinafter referred to as the “**Landlord**” and **Sussex County**, a political subdivision of the State of Delaware, hereinafter referred to as the “**Tenant**,”

The parties hereto, each intending to be legally bound hereby, do mutually covenant and agree as follows:

1. The Landlord hereby leases to the Tenant, subject to the conditions hereinafter expressed, the building located at 25560 Brickyard Road, Unit 3, Seaford, Delaware 19973 (“Leased Premises”), together with the uninterrupted driveway access and parking as more fully set forth in paragraph 6 hereof.
2. The term of this Lease shall commence at midnight on the 1st day of May, 2020 and shall continue for a period of three (3) years until 11:59 p.m. on the 30th day of April, 2023 unless: (1) modified by mutual agreement of both parties; or (2) terminated by the Tenant, at any time during the Lease term and in Tenant’s sole discretion, by Tenant providing the Landlord with at least sixty (60) days’ written notice of its intent to terminate the Lease. Tenant agrees to pay the Landlord a monthly rental of Nine Hundred Twenty-Five Dollars (\$925.00), said monthly rental payment to be due and payable commencing on the 1<sup>st</sup> day of May, 2020 and continuing on the first day of each month thereafter during the entire term of this Lease. The said monthly payment is to be sent to the official mailing address of the Landlord as stated in paragraph 22 of this Lease.
3. It is expressly agreed and understood that the Tenant relies upon the General Assembly of the State of Delaware for the funding of the paramedic operations of Sussex County, Delaware, and should the General Assembly of Delaware at any time fail to appropriate sufficient funds for the purpose of maintaining this Lease, the Tenant’s total liability under this Lease shall be limited to the funds designated for this Lease by the Sussex County Council and the Tenant’s obligation under this Lease shall immediately terminate when the funds available have been exhausted in making payments as provided for in this Lease.
4. In the event the Tenant desires to renew this Lease beyond the stated initial Lease term, the request will be made to the Landlord no less than sixty (60) days prior to the end of the initial Lease. At the time of renewal, all stipulations of this Lease, including the amount of rent, shall be negotiated. Notification to the Landlord shall be mailed as defined in paragraph 22.
5. The Tenant may use and occupy the Leased Premises for any paramedic services and operations, or such other lawful uses designated by the Sussex County Council. The Tenant shall not use or knowingly permit any part of the Leased Premises to be used for any unlawful purpose.



6. During the term of this Lease, the Landlord leases to the Tenant the right to the uninterrupted use of the presently existing driveway and parking lot to be shared with the other tenants of the complex and the exclusive use of at least six (6) parking spaces for Tenant's employees at any given time, two (2) of which shall be located immediately adjacent to the Tenant's leased building. The Landlord shall maintain a clear, uninterrupted thoroughfare for ingress/egress of Paramedic vehicles at all times.
7. The Tenant shall not place or erect any signs of any nature on any part of the Leased Property, or the sidewalk adjoining the Leased Premises, or on any part of the Landlord's property adjacent to the Leased Premises which do not conform to requirements of any State, Federal, Municipal or county law, ordinance, rule or regulation. Said sign(s) shall not be placed without the prior consent of the Landlord and said consent shall not be unreasonably withheld.
8. The Tenant, upon the payment of the rent herein reserved, and upon performance of all the terms of this Lease, shall at all times during the term of this Lease, and during any extension or renewal hereof, peaceably and quietly enjoy and have the free and uninterrupted right of exclusive access and possession of the Leased Premises without any disturbance from the Landlord or from any other person claiming through the Landlord.
9. Maintenance and Repairs
  - a. The Landlord shall maintain and make all necessary repairs to the foundations, load bearing walls, roof, gutters, downspouts, exterior water and sewer lines, fixtures, glass and equipment on or associated with the Leased Premises (including but not limited to heating and air conditioning systems, hot water heater, and plumbing and electrical systems), sidewalks and landscaping on or appurtenant to the building.
  - b. Unless specifically identified herein as a Landlord responsibility, Tenant shall maintain and keep the Leased Premises in good repair. Tenant shall also maintain and keep the Leased Premises free of refuse and rubbish.
  - c. Tenant shall attend to the painting of and repairs to all interior surfaces, including walls, floors and ceilings.
  - d. Notwithstanding the other provisions of this paragraph, any repairs and replacements necessitated by any act, omission or negligence of either party or its agents or servants shall be made at the expense of that party.
  - e. Landlord shall keep the grounds surrounding the building mowed and trimmed to provide a kept appearance to the property
  - f. Landlord shall be responsible for the timely removal of snow from the driveway, entrances/exits and parking areas of the property thereby maintaining a clear and continuous route of ingress and egress to and from the Leased Premises during inclement weather. Landlord shall remove all snow from the paved on-site parking/driving areas and entrances/exits

adjacent to and serving the premises within six (6) hours of each snowfall. In the event Landlord fails to remove the snow in a timely manner, Tenant shall be permitted to contract for the removal of the snow without further notice to Landlord and at Landlord's expense. Landlord shall reimburse Tenant for the cost thereof within thirty (30) days of Landlord's receipt of the invoice from Tenant. Tenant shall be responsible to keep all sidewalks adjacent to the building free and clear of snow during inclement weather.

10. Tenant shall arrange for, procure and pay for all electricity and all utilities required for adequate lighting, heating and other requirements of the Tenant and the Leased Premises, except that the Landlord shall be responsible for the provision of water and sewer services at Landlord's expense.
11. Any alterations to the Leased Premises to be made by the Tenant shall be done only with the prior approval of the Landlord, which shall not be unreasonably withheld, and shall conform to the requirements of any applicable municipal, county, state or federal law, ordinance, rule or regulation. Any alterations to the Leased Premises made by the Tenant shall be maintained at all times by the Tenant in conformance with the terms hereof and shall be removed upon the expiration of the term of the Lease or its earlier termination, at the option of the Landlord, provided Tenant repairs any damage done in connection with such removal.
12. At the expiration of this Lease, the Tenant shall surrender the Leased Premises in as good condition as it was in the beginning of the term, reasonable use and wear and damages by the elements excepted.
13. The Landlord acknowledges that a security deposit in the amount of Five Hundred Dollars (\$500.00) has been paid by the Tenant, which shall be returned to the Tenant upon surrender of the Leased Premises in good condition.
14. If the Tenant defaults in the payment of rent or any sum collectable by Landlord as rent, and such default shall continue for fifteen (15) days, without notice thereof by Landlord to Tenant, or Tenant defaults in the prompt and full performance of any covenant, condition, agreement or provision of this Lease and such default shall continue for fifteen (15) days after written notice thereof (provided, however, that in the case of a default which cannot with due diligence be corrected by the Tenant within a period of fifteen (15) days, Tenant shall have such additional time to correct the same as may reasonably be necessary, provided Tenant proceeds promptly and with due diligence to correct such default), this Lease (if the Landlord so elects) shall thereupon become null and void, and the Landlord shall have the right to repossess the Leased Premises by summary proceedings.



15. The Landlord or his agents shall have the right to enter the Leased Premises at all reasonable times during normal business hours in order to examine it or to show it to prospective lessees, upon no less than twenty-four (24) hours' prior notice to Tenant, unless otherwise agreed to by both parties. All showings shall be in the company of a representative of the Tenant, unless Tenant agrees otherwise. The Landlord's right of entry shall not be deemed to impose upon the Landlord any obligation, responsibility or liability for the care, supervision or repair of the Leased Premises other than as herein provided.
16. Through the term of this Lease, the Landlord shall pay and maintain insurance coverage on the Leased Premises, including fire and windstorm insurance, casualty insurance, comprehensive public liability insurance with a responsible insurance company licensed to do business in Delaware.
17. Insurance and Indemnification:
  - a. Tenant shall secure and maintain, at its own expense the following insurance coverages on the Leased Premises, with a responsible insurance company licensed to do business in the State of Delaware:
    - i. All risk (special form) property insurance which insures against direct physical loss of or damage to Tenant's business personal property, including improvements and betterments to the Leased Premises made at Tenant's expense, with limits sufficient to insure Tenant's interest therein.
    - ii. All risk (special form) business income and extra expense insurance in amounts satisfactory to protect Tenant's interests for loss of income and/or extra expense that results from direct physical loss of or damage to Tenant's property situated at the Leased Premises.
    - iii. Commercial general liability insurance which insures against bodily injury, property damage, and personal injury claims arising from Tenant's occupancy of the Leased Premises or operations incidental thereto, with a combined single limit of \$1,000,000 per occurrence and a general aggregate limit of \$2,000,000. Such insurance shall include Landlord as an additional insured. Tenant shall provide proof of insurance prior to occupancy.
  - b. Landlord shall secure and maintain, at its own expense, the following insurance coverages on the Leased Property, with a responsible insurance company licensed to do business in the State of Delaware:
    - i. All risk (special form) property insurance which insures against direct physical loss of or damage to the building at the Leased Premises and Landlord's personal property situated at the Leased Premises, on a replacement cost valuation basis, with limits not less than 100% of the insurable replacement cost of Landlord's property.

- ii. All risk (special form) business income and extra expense insurance in amounts sufficient to insure Landlord's loss of income and/or extra expense that results from direct physical loss of or damage to Landlord's property (Leased Premises and any other property located thereon).
  - iii. Commercial general liability insurance which insures against bodily injury, property damage, and personal injury claims arising from Landlord's ownership, maintenance or use of the Leased Premises or operations incidental thereto, with a combined single limit of \$1,000,000 per occurrence and a general aggregate limit of \$2,000,000 (combined single limit).
- c. To the extent permitted by law, the Tenant shall indemnify, defend and hold Landlord harmless, including court costs, expenses and attorneys' fees, from and against claims for bodily injury (including death) and property damage arising out of Tenant's occupancy of the Leased Premises or operations incidental thereto, unless such claims arise from the negligence or willful act of the Landlord. The above provisions of this subparagraph are not intended to waive, alter, or otherwise amend the immunity of the parties under the Delaware Code or otherwise, including but not limited to the County and Municipal Tort Claims Act. Additionally, the above provisions are not intended to violate any constitutional principles of the State of Delaware or United States. To the extent that any of the above obligations of this paragraph are determined by court or arbitration order or other judicial action to waive, alter, or otherwise amend such immunity or to be constitutionally prohibited or otherwise not in accordance with the laws in effect at the time of any such claim, liability, cost or expense, the offending language shall be stricken from this Agreement by such authority and considered invalid and unenforceable to the extent necessary to allow the application of such immunity to any claims, losses, damages, or suits asserted against either party or to the extent necessary to correct such violation of the law. The parties agree that any claims, liabilities, damages, costs and expenses that are permitted under this Paragraph shall be subject to the provisions of the County and Municipal Tort Claims Act, including the limitations on damages.
- d. To the extent permitted by law, the Landlord shall indemnify, defend and hold Tenant harmless, including court costs, expenses and attorney's fees, from and against claims for bodily injury (including death) and property damage arising out of Landlord's ownership, maintenance or use of the Leased Premises or operations incidental thereto, unless such claims arise from the negligence or willful act of the Tenant.
- e. To the fullest extent permitted by law, Landlord and Tenant waive all rights of recovery from the other party and their respective elected and



appointed officials, officers, directors, members, employees, agents and consultants for loss of or damage to their respective real and/or personal property and any resulting loss of business income and/or extra expenses resulting from such loss or damage. Any insurance policies maintained by Landlord and Tenant shall permit such waivers of subrogation by endorsement or otherwise. It is agreed that, if it is determined that Tenant's negligence resulted in damage to Landlord's property located on the Leased Premises during the term hereof, Tenant shall reimburse Landlord for the amount of its deductible not to exceed Five Thousand Dollars (\$5,000.00). It is further agreed that, if it is determined that Landlord's negligence resulted in damage to Tenant's property located on the Leased Premises during the term hereof, Landlord shall reimburse Tenant for the amount of its deductible not to exceed Five Thousand Dollars (\$5,000.00).

18. If, during the term of the Lease, the building is so injured by fire or otherwise that the Leased Premises are rendered wholly unfit for occupancy and said Leased Premises cannot be repaired within ninety (90) days from the happening of such injury, then the Lease shall cease and terminate from the date of such injury. In such case, the Tenant shall pay the rent apportioned to the time of injury and shall surrender to the Landlord, who may enter upon and repossess the Leased Premises. If the injury is such that the Leased Premises can be repaired within the ninety (90) days thereafter, Landlord shall enter and repair with reasonable promptness, and this Lease shall not be affected, except that the rent shall be suspended while such repairs are being made.
19. In the event Landlord defaults on any of its obligation under this Lease, Tenant shall provide Landlord with written notice of Landlord's default and Landlord shall have a period of ten (10) days from the date of the notice to cure the default. The notice shall be delivered in accordance with paragraph 22 of this Lease. In the event Landlord fails or refuses to cure the default within the 10-day cure period, Tenant shall, at its sole discretion, have the right to terminate this Lease and shall have no further obligation hereunder. In the event Landlord does not cure the default and Tenant does not terminate the Lease, Tenant's failure to terminate shall not act as a waiver of any potential future default on Landlord's behalf.
20. Any controversy which shall arise between the Landlord and the Tenant regarding the rights, duties or liabilities hereunder of either party may be settled by arbitration, if agreed upon by the parties. Such arbitration shall be before one disinterested arbitrator if one can be agreed upon, otherwise before three disinterested arbitrators, one named by the Landlord, one named by the Tenant, and one by the two thus chosen. The arbitrator or arbitrators shall determine the controversy in accordance with the laws of the State of Delaware, as applied to the facts found by him or them. The arbitrator's

decision shall be non-binding. Nothing herein contained shall be construed as a waiver by either party to file suit, either in law or in equity, against the other party to resolve any and all disputes under this Lease.

21. The Tenant may not sublet or assign any or all of the Leased Premises without the prior written consent of the Landlord. Such written consent by the Landlord shall not be unreasonably withheld, provided that the business or occupation of the subtenant is not extra hazardous, disreputable, or illegal. The consent by the Landlord to an assignment or subletting shall not be construed to relieve the Tenant from obtaining the consent in writing of the Landlord to any further assignment or subletting.
22. All notices, requests, demands and other communications, including a notice to quit, required or permitted under this Lease shall be in writing, signed by or on behalf of the person giving such notice and may be served in any one of the following manners and shall be effective as of the time specified: (a) If by personal service upon Landlord or Tenant, on the date of such service when served by an adult person upon the party to receive the notice or upon an adult member of the household or upon the agent of any corporation, or other business entity; (b) If by posting on the Leased Premises, on the date of posting the same in a conspicuous place on the Leased Premises (this method of service to be used only for notices, requests, demands and other communications, including notices to quit, from Lessor to Lessee); or (c) If by registered or certified mail, on the date of receipt of the same as evidenced by the return receipt if signed by the party to be served or an adult member of the household or agent of the corporation or other business entity. If the same is returned by the U.S. Postal Service bearing notations such as "Refused" or "Unclaimed," service shall be deemed to have been made on the first business day following mailing of the same.

The Landlord hereby designates his address as:

JBT Enterprises, LLC  
26155 Butler Branch Road  
Seaford, DE 19973

The Tenant designates its address as:

Sussex County Council  
P.O. Box 589  
Georgetown, DE 19947

23. The language in all parts of this Lease shall in all cases be simply construed according to its fair meaning and not strictly for or against Landlord or Tenant.



24. If any particular term, covenant or provision of this Lease shall be determined to be invalid, illegal, void or unenforceable, the same shall not affect the remaining provisions of this Lease which shall nevertheless remain in full force and effect and said term, covenant or provision shall be deemed modified to conform with the law. This Lease shall be governed under the laws of the State of Delaware. The parties acknowledge and agree that this is a Commercial Lease. Accordingly, this Lease shall NOT be governed by the Delaware Landlord-Tenant Code 25 Del. C., Section 5101 et seq.
25. This Lease sets forth all the promises or representations, agreements and undertakings between Landlord and Tenant relative to the Leased Premises. There are no promises, representations, agreements or undertakings, either oral or written, between Landlord or Tenant except as set forth herein. No amendment, change or addition to this Lease shall be binding upon either party unless reduced to writing and signed by both parties. This Lease shall be binding upon Landlord and Tenant, their heirs, executors, administrators, assigns and successors, both Landlord and Tenant being duly authorized to execute the same.
26. This Lease may be executed in two (2) counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Electronic signatures and photocopies or facsimile copies of signatures shall be deemed to have the same force and effect as originals.
27. In the event any action is brought to enforce the terms of this Lease, the prevailing party shall be entitled to collect costs and reasonable attorney's fees arising therefrom.
28. This Lease is the product of the parties hereto and no conclusion shall be made as to its drafter in the event of any dispute.
29. The parties to this Lease agree to waive their rights to demand a jury trial in any action which may be brought to enforce any portion of this Lease.
30. Time shall be of the essence for the performance of all terms of this Lease.

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY.  
SIGNATURE PAGE TO FOLLOW.]

IN WITNESS WHEREOF, the parties hereto, through their duly authorized representatives, have hereunto set their hands and seals on the respective day(s) and year set forth below.

LANDLORD:

JBT Enterprises, LLC

By: \_\_\_\_\_ (SEAL)

\_\_\_\_\_  
Print Name of Authorized Member

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Date

TENANT:

Sussex County

By: \_\_\_\_\_ (SEAL)

Michael H. Vincent, President

\_\_\_\_\_  
Date

Attest: \_\_\_\_\_  
Robin Griffith, Clerk of the  
Sussex County Council

Approved as to Form:

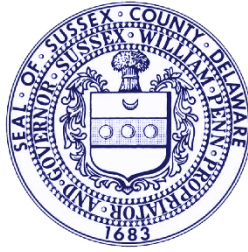
\_\_\_\_\_  
Date

\_\_\_\_\_  
J. Everett Moore, Jr.,  
Sussex County Attorney

Be it moved the Sussex County Council approve the lease agreement between JBT Enterprises, LLC and Sussex County Council, as per the terms and conditions of the written lease agreement.

## ENGINEERING DEPARTMENT

ADMINISTRATION	(302) 855-7718
AIRPORT & INDUSTRIAL PARK	(302) 855-7774
ENVIRONMENTAL SERVICES	(302) 855-7730
PUBLIC WORKS	(302) 855-7703
RECORDS MANAGEMENT	(302) 854-5033
UTILITY ENGINEERING	(302) 855-7717
UTILITY PERMITS	(302) 855-7719
UTILITY PLANNING	(302) 855-1299
FAX	(302) 855-7799



# Sussex County

DELAWARE  
sussexcountyde.gov

HANS M. MEDLARZ, P.E.  
COUNTY ENGINEER

## Memorandum

**TO:** Sussex County Council  
The Honorable Michael H. Vincent, President  
The Honorable Irwin G. Burton III, Vice President  
The Honorable Douglas B. Hudson  
The Honorable John L. Rieley  
The Honorable Samuel R. Wilson, Jr.

**FROM:** Hans Medlarz, P.E., County Engineer

**RE:** ***IBRWF –BIOSOLIDS & SEPTAGE FACILITIES, PROJECT 18-19***  
***A. APPROVAL, CHANGE ORDER No. 5***

**DATE:** April 28, 2020

On June 2, 2015, County Council initially considered a comprehensive biosolids approach at the Inland Bays Regional Wastewater Facility (IBRWF) by approving Whitman, Requardt & Associates' (WRA) Amendment No. 5 to the base contract for the evaluation of Class A sludge drying options. During the May 2, 2016 FY17 budget workshop, the Engineering Department presented drying alternatives and a list of potential municipal partners.

On August 30, 2016, County Council approved WRA's Amendment 7 for design of the IBRWF's Phase 2 Regional Biosolids Upgrades and on April 24, 2018 Council approved Amendment 7A for the drying system design changes associated with competitive bidding two optional systems side by side. On June 26, 2018 Council approved Amendment No. 7B for construction administration and inspection services associated with the biosolids and septage upgrades and Amendment No. 7C for control system coordination. The completed biosolids and septage upgrade package was publicly advertised and awarded on June 26, 2018 to Bearing Construction, Inc. in the amount of \$13,668,346.00.

Sussex County's treatment capacity expansion plans for the Inland Bays Spray Irrigation Facility Phase 3 have been submitted mid-2019 to DNREC but are on hold awaiting further input from the County with regards to alternative disposal options and their respective timelines. DNREC, Division of Water has expressed support for alternative disposal methodologies in lieu of requiring the additional storage lagoon no. 3. The Department furthermore signaled permitting of capacity increases would be in stages with the first stage not to exceed 3.0 million gallons per day. The County's modified design plans reflect this approach keeping the location for a potential storage lagoon unencumbered by permanent structures while at the same time moving forward with developing all alternative outlets.

The elimination of the storage lagoon allowed a modification in the plant's gravity discharge piping, netting a credit of \$73,697.95. However, during the submittal process all parties realized



that larger sludge handling pumps and associated wet well would be beneficial to the long-term operation and maintenance, resulting in a cost increase of \$73,376.48. The resulting Change Order No. 1, in the net deduct amount of \$321.47 was approved by Council on October 1, 2019.

As previously discussed, this is one of the sites where the County is pursuing regional stormwater quality improvements. However, the banking program is still in DNREC review and the associated enhancements are not yet built and hence, not available for use. Tying the project into County owned stormwater quality credits would be preferable since IBRWF is a challenging site to meet individual stormwater requirements. The biosolids and septage facilities construction documents as bid, envisioned an innovative low-cost solution which ultimately was rejected by DNREC. The regulatory compliant approach later approved by the Sussex Conservation District, was more involved but less expensive than paying the State's "fee in lieu". Therefore, the permitted solution was pursued under a time & material approach. The Engineering Department concluded the review of the contractor time and material submittals associated with Change Order No. 2 in the amount of \$258,451.63. This amount included \$71,425.58 related to beneficial regrading of spray fields which was accomplished using material excavated from the stormwater facility rather than trucking it off site.

The time required by WRA and the Department to work through the modification associated with the stormwater improvement triggered a compensatory 81 calendar day contract time extension. The costs of carrying the general conditions associated with each day are known and the parties tracked the working days contractor's staff was on-site to a total of 45 days in that period. The Engineering Department concurred with Change Order No. 3 in amount of \$61,878.66 to compensate for costs incurred by the contractor during the 81-day time extension.

In a value engineering attempt, the Department identified an option which would eliminate process by-pass pumping during construction without negatively impacting either the project integrity or schedule. The value was determined as a combination of the equipment rental as well as the labor cost to set-up and operate the system. Credit Change Order No. 4 was developed in the deduct amount of \$77,000.00, eliminating the by-pass pumping requirement. The resulting Change Order Nos. 2, 3 & 4 were approved by Council on January 14, 2020.

After the bidding process, the County's IT department requested a scope modification from multi-mode fiber to single mode fiber for improved communication capability. This work resulted in higher material costs and some limited fiber re-terminations in the motor control cabinets. In addition, the Environmental Services Division requested a communication extension to the future filtration building to be constructed under Phase 3 requiring an additional pull box and a modification of an existing one. This extension under the new roadway will allow communication service to the future filter building without any pavement disturbance. The associated cost for this RFI No. 11 is \$16,954.95.

The elimination of the storage lagoon allowed a modification in the plant's gravity discharge piping resulting in a contract credit covered under Change Order No.1. Additional cost savings were identified by no longer routing the effluent forcemain as well as the electrical ductbank around the lagoon effectively shortening the distance to the North Field center pivot significantly. The requirement to encase the section of 12" FM-2 force main underneath the proposed was also eliminated. The contractor provided a proposed credit of \$92,258.68 in response to the attached RFI No. 4. The Engineering Department requests Council's approval of Change Order No. 5 covering both RFI items in the net deduct amount of \$75,303.73.

Date of Issuance: April 22, 2020	Effective Date: April 28, 2020
Owner: Sussex County	Owner's Contract No.: 18-19
Contractor: Bearing Construction, Inc.	Contractor's Project No.:
Engineer:	Engineer's Project No.:
Project: Inland Bays Regional Wastewater Facility	Contract Name: Regional Biosolids & Septage Facilities

The Contract is modified as follows upon execution of this Change Order:

Description: Shortening of effluent forcemain and ductbank.  
Extension of communication and transition to single mode fiber

Attachments: PCO 002 and 011

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price:  \$ <u>13,668,346.00</u>	Original Contract Times: 474 Calendar Days Substantial Completion: <u>474 Calendar Days</u> Ready for Final Payment: _____ days or dates
Increase from previously approved Change Orders No. <u>1</u> to No. <u>4</u> :  \$ <u>243,008.82</u>	Increase from previously approved Change Orders No. <u>1</u> to No. <u>4</u> : 81 days Substantial Completion: <u>555 Calendar Days</u> Ready for Final Payment: _____ days
Contract Price prior to this Change Order:  \$ <u>13,911,354.82</u>	Contract Times prior to this Change Order: Substantial Completion: <u>555 Calendar Days</u> Ready for Final Payment: _____ days or dates
Decrease of this Change Order:  \$ <u>(75,303.73)</u>	[Increase] [Decrease] of this Change Order: 0 days Substantial Completion: <u>555 Calendar Days</u> Ready for Final Payment: _____ days or dates
Contract Price incorporating this Change Order:  \$ <u>13,836,051.09</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>555 Calendar Days</u> Ready for Final Payment: _____ days or dates

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: _____ Engineer (if required)	By: _____ Owner (Authorized Signature)	By: _____ Contractor (Authorized Signature)
Title: _____	Title _____	Title _____
Date: _____	Date _____	Date _____

Approved by Funding Agency (if applicable)

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Title: \_\_\_\_\_

# Line Item No. PCO-002

Relocation/Elimination of 12" Force Main FM-2 Sections  
Elimination of 2" Electrical Conduit w/Concrete Encasement

Contract 18-19 Cost Credit = (\$92,258.68)



**Gilbert, Michael**

**From:** Gilbert, Michael  
**Sent:** Friday, March 8, 2019 10:08 AM  
**To:** 'Edwin.Tennefoss@sussexcountyde.gov'  
**Cc:** Stubbs, Kenneth; McLean, Robert; 'rmarvel@sussexcountyde.gov'; 'jmitchell@sussexcountyde.gov'  
**Subject:** FW: Inland Bays Regional WWTP PCO #002  
**Attachments:** PCO 18117-002 FM-2 Credit.pdf

Edwin: In looking at the attached BCI proposal, below is WRA's assessment as to whether or not BCI has presented a reasonable cost credit proposal for the reduction of approximately 980 L.F. of 12" encased, PVC force main and 2" electrical conduit and wire.

**WRA's general assessment for the 12" force main is as follows:**

Eliminate 980 L.F. of 12" PVC force main at \$50.00/L.F. installation cost (material and labor) = \$ 49,000.00  
Eliminate 60 C.Y.'s of encasement concrete at \$100/C.Y. = \$ 6,000.00

**WRA's general assessment for the 2" conduit is as follows:**

Eliminate 23 C.Y.'s of encasement concrete at \$100/C.Y. = \$ 2,300.00  
Eliminate 980 L.F. of 2" conduit at \$7.55/L.F. installation cost (material and labor) = \$ 7,400.00  
Eliminate 980 L.F. x 3 #1/0 conductor at \$3.34/L.F. installation cost (material and labor) = \$ 9,820.00  
Eliminate 980 L.F. x 1 #6 conductor at \$1.16/L.F. installation cost (material and labor) = \$ 1,137.00

Estimated Base Cost = \$ 75,657.00

Note: The conduit and wire costs are based on the prices in the 2018, 1st Quarter RS Means CostWorks Estimating Guide.

**Total Est. Credit = \$75,657.00 + \$7,566.00 (10% Misc.) = \$83,223.00 + \$8,322.00 (10% Profit) = \$ 91,545.00**

WRA's original assessment of BCI's cost credit (\$92, 258.68) falls in the category of BCI's proposal being "reasonable". Both the force main and electric conduit was to be installed in an open area, shallow, with no traffic, no conflicts or any major restoration requirements. SCED just finished the North Angola project including the installation of 10" PVC force main along a busy, DeIDOT roadway (requiring M.O.T. along most of the way) at \$55/L.F. (not including restoration of pavement and road shoulder costs). Our \$100/C.Y. concrete encasement price credit comes from the established Contract 18-19 Contingency value. The concrete encasement portion is not very complex or special (basically back-up the truck and pour).

If you agree with WRA's assessment, please provide direction as to WRA's preparing the Change Order No. 1 documents for BCI's/WRA's signatures and ultimate County Council approval.

Thank you.

Mike Gilbert – WRA

---

**From:** Eric <Eric@bearingconstruction.net>  
**Sent:** Thursday, February 21, 2019 1:35 PM  
**To:** Gilbert, Michael <mgilbert@wrallp.com>  
**Cc:** Jim Merrell <Jim@bearingconstruction.net>  
**Subject:** Inland Bays Regional WWTP PCO #002





805 Shine Smith Road  
Sudlersville, MD 21668  
P: 410.556.6100 ● F: 410.556.6574

**INLAND BAYS REGIONAL WASTEWATER TREATMENT FACILITY  
REGIONAL BIOSOLIDS AND SEPTAGE FACILITIES  
Sussex County Project : 18-19**

## **PROPOSED CHANGE ORDER**

PCO #18117-002 Revised FM-2  
21 February 2019

**Background:** Bearing Construction submitted Request for Information #18117-014 suggesting relocation of the force main FM-2 in order to accommodate installation of the pre-engineered metal building. RFI #14 response, dated 1/9/19 has directed the relocation of the force main and 2" buried conduit.


**Scope Narrative:** Furnish and install all excavation & backfill, RCP, and electrical conduit & wiring as shown on the revised drawing 13/119 attached to the RFI #14 response. Provide a credit for all materials, labor and subcontract costs associated with reducing the overall scope of work associated with installation of FM-2.

**Proposal:** Bearing proposes to provide a credit by reducing the overall scope of work associated with the revised location of FM-2.

This proposal may be withdrawn if not accepted within fourteen (14) calendar days.

This total proposed (Credit) change order including labor, materials, equipment, overhead, profit and bond costs is: **\$ (92,258.68).**

Respectfully submitted,



Eric Grubb  
Project Manager  
Bearing Construction, Inc.



805 Shine Smith Road  
 Sudlersville, MD 21668  
 P: 410.556.6100 F: 410.556.6574

## PROPOSED CHANGE ORDER

Date: 20-Feb-19

Proposed Change Order Number: 18117-002

Inland Bays Regional Wastewater Facility Upgrades

**Scope of Work**

Revised Limited Scope of Force Main -2

**Materials & Labor**

	<u>Material</u>	<u>Labor</u>
Reduce amount of RCP, excavation & backfill	\$ (31,335.00)	\$ (20,890.00)
	\$ -	\$ -
	\$ -	\$ -
	\$ -	\$ -
Materials Subtotal:	\$ (31,335.00)	
	Labor Total:	\$ (20,890.00)
	10% Overhead:	\$ (2,089.00)
Labor & Materials Costs with Taxes & Overhead:		\$ (57,447.50)

**Subcontract**

Bilbrough's Electric, Inc.	\$ (26,055.00)	
CPM Equipment	\$ (5,800.00)	
Subcontract Subtotal:	\$ (31,855.00)	
	5% Overhead on Subcontract Work:	\$ (1,592.75)
Subcontract Costs with Overhead:		\$ (33,447.75)

	Total of Labor & Materials: \$	(57,447.50)
	Total of Subcontract: \$	(33,447.75)
	Subtotal of Materials & Subcontract: \$	(90,895.25)
	Cost of Bond: \$	(1,363.43)
<b>Total Proposed Change Order:</b>	<b>\$</b>	<b>(92,258.68)</b>

**Footnotes on Labor Costs**

1: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_



**BILBROUGH'S**  
**ELECTRIC INC**  
 25289 SMITH LANDING RD  
 DENTON, MD 21629

(410) 479-4215  
 Fax (410) 479-4217

# CHANGE ORDER

## ADDITIONAL WORK ORDER

TO Bearing Construction

PHONE	DATE 2-19-2019
JOB NAME / LOCATION Inland Bays	
CONTRACT / JOB NUMBER	JOB PHONE


We hereby agree to the change(s) or additional work specified below:

Revise routing of feeder conduit to north irrigation rig as per revised drawing 13 of 119 and RFI-14 dated 1/9/19.

Deduct \$26,055.00

NOTE: This Change Order becomes part of and in conformance with the existing contract.

**We Agree hereby to make the change(s) specified above at this price** ▶ -\$26,055.00

Date of agreement: 2-19-19  
 Authorized Signature   
 (CONTRACTOR)

PREVIOUS CONTRACT AMOUNT	
REVISED CONTRACT TOTAL	

Payment will be made as follows:

**Accepted** — The above prices and specifications of this Change Order are satisfactory and are hereby accepted. All work to be performed under same terms and conditions as specified in original contract unless otherwise stipulated.

Authorized Signature \_\_\_\_\_ (OWNER)  
 Date of acceptance: \_\_\_\_\_

# Line Item No. PCO-011

Increase to Change to Single Mode Fiber Cable  
and Direct Bury Conduit Connection  
For  
Future Filtration Facility

Contract 18-19 Cost Increase = \$16,954.95



805 Shine Smith Road  
Sudlersville, MD 21668  
P: 410.556.6100 ● F: 410.556.6574

**INLAND BAYS REGIONAL WASTEWATER TREATMENT FACILITY  
REGIONAL BIOSOLIDS AND SEPTAGE FACILITIES  
Sussex County Project: 18-19**

## **PROPOSED CHANGE ORDER**

PCO #18117-011 Fiber Optic Single Mode Change R2  
3/3/2020

**Background:** This PCO is being generated base on the comments from submittal 17100-001 and PCO-011 R1 response.

**Scope Narrative:** Complete all the extra required work to change to single mode fiber in area specified in drawing provided by WRA in response to PCO-011 R1.

**Proposal:** Bearing proposes to furnish all materials, labor, equipment and subcontracts to complete the work as shown on WRA prepared drawing E00.08-R1.

This proposal may be withdrawn if not accepted within fourteen (14) calendar days.

This total proposed change order including labor, materials, equipment, overhead, profit and bond costs is:  
**\$ 16,954.95**

Respectfully submitted,

*Robert L. Saia, Jr.*

Rob Saia  
Project Manager  
Bearing Construction, Inc.





805 Shine Smith Road  
 Sudlersville, MD 21668  
 P: 410.556.6100 F: 410.556.6574

## PROPOSED CHANGE ORDER

Date: 3-Mar-20

Proposed Change Order Number: 18117-011 R2

Inland Bays Regional Wastewater Facility Upgrades

**Scope of Work**

Single Mod Fiber

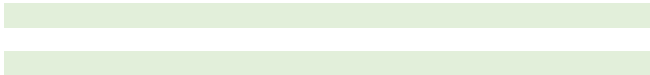
**Materials & Labor**

	Material	Labor
	\$ -	\$ -
	\$ -	\$ -
	\$ -	\$ -
Materials Subtotal:	\$ -	
		\$ -
	\$ -	\$ -
Labor & Materials Costs with Taxes & Overhead:		\$ -

**Subcontract**

Bilbrough Eletrical	\$ 15,908.94	
	\$ -	
Subcontract Subtotal:	\$ 15,908.94	
5% Overhead on Subcontract Work:	\$ 795.45	
Subcontract Costs with Overhead:		\$ 16,704.39

Total of Labor & Materials:	\$ -	
Total of Subcontract:	\$ 16,704.39	
Subtotal of Materials & Subcontract:	\$ 16,704.39	
Cost of Bond:	\$ 250.57	
<b>Total Proposed Change Order:</b>	<b>\$ 16,954.95</b>	





3/2/2020 Proposed Change Order

Job: Inland Bays WW Facility Project

**REVISED**

Description - PCO for the additional ductbank work

And Fiber Optic single mode change

Qty.	Item:	Price Ea. or Per Foot	Materials Extended	Materials		Labor	
				Hours Ea. or Per Foot	Hours	Labor Burden	Labor Extended
80	Excavation 24"W x 48"D	\$5.00	\$400.00	0.2	16	\$100.00	\$1,600.00
80	2" PVC Conduit	\$0.86	\$68.80	0.1	8	\$100.00	\$800.00
2	2" PVC End Bell	\$5.77	\$11.54	0.28	0.56	\$100.00	\$56.00
1	2" PVC 45 Elbow	\$2.32	\$2.32	0.63	0.63	\$100.00	\$63.00
2	2" PVC Couplings	\$0.60	\$1.20	0.37	0.74	\$100.00	\$74.00
16	2" Base Spacers	\$2.00	\$32.00	0.1	1.6	\$100.00	\$160.00
1	4' x 4' x 4' Precast Handhole	\$3,500.00	\$3,500.00	24	24	\$100.00	\$2,400.00
2	Core Drill 2" existing Handhole	\$125.00	\$250.00	3	6	\$100.00	\$600.00
400	Pull String	\$0.35	\$140.00	0.005	2	\$100.00	\$200.00
80	Warning Tape	\$0.80	\$64.00	0.008	0.64	\$100.00	\$64.00
3000	Single mode fiber optic	\$0.60	\$1,800.00		0	\$100.00	\$0.00
	Corning 024ZU4-T4F22D20		\$0.00		0	\$100.00	\$0.00
1	Tri-Jay Quote	\$1,547.00	\$1,547.00		0	\$100.00	\$0.00
		<b>Subtotal Material</b>	\$7,816.86	<b>Total Hours</b>	60.17	<b>Total Labor</b>	\$6,017.00
		<b>Subtotal Labor</b>	\$6,017.00				
		<b>Subtotal</b>	\$13,833.86				
		<b>Mark Up 15%</b>	\$2,075.08				
		<b>Total w/Markup</b>	\$15,908.94				



---

## RESPONSE to P.C.O.

---

**Date Received:** 11/1/19

**Date Responded:** 2/28/20

**To:** Rob Saia

**From:** Bob McLean

**Subject:** Single Mode Fiber

**P.C.O. Forwarded by Contractor:** See attached

**Work Order Number:** 14256-028

**Contract Number:** 18-19

**Project:** Inland Bays Regional Wastewater  
Facility Regional Biosolids and Septage  
Facilities

**P.C.O. Number:** 011

---

### WRA Response:

The County would like to request a revised PCO 011 to only include a direct bury conduit connection where indicated on the attached mark-up at the future filtration facility. All other ductbanks and conduits can be removed from this PCO.



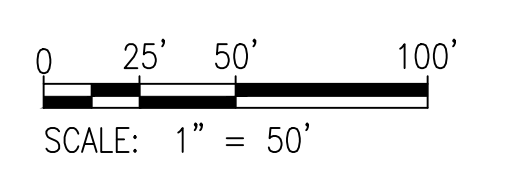
REVISIONS	
▲	PROVISIONS FOR FUTURE COMMS 7/19/19

CLIENT INFORMATION  
 SUSSEX COUNTY, DE  
 ENGINEERING  
 DEPARTMENT

INLAND BAYS RWF  
 REGIONAL BIOSOLIDS  
 AND SEPTAGE  
 FACILITIES:  
 CONTRACT 18-19

KEY PLAN

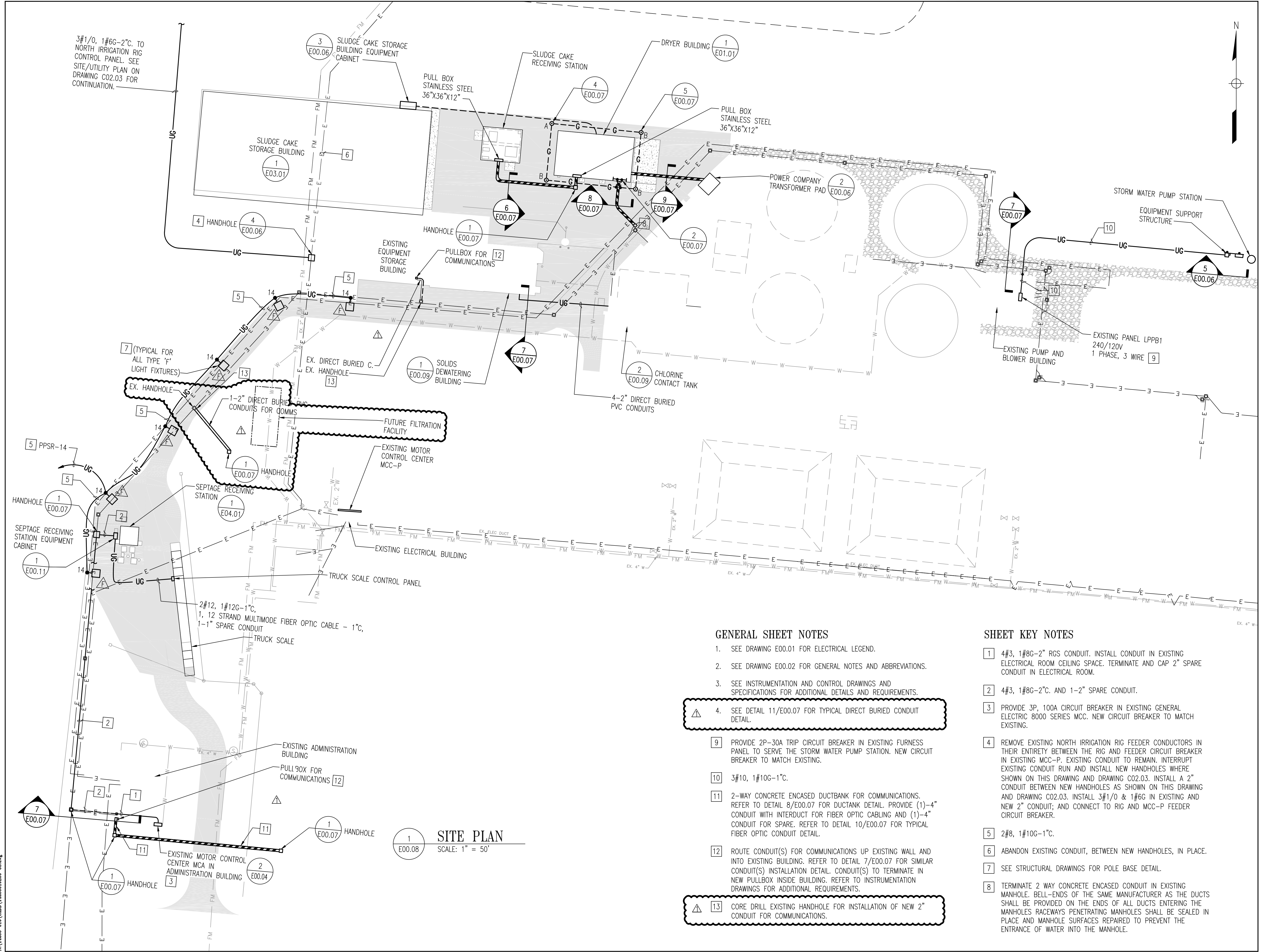
GRAPHIC SCALES



SIGNATURE



SITE PLAN  
 DRAWING NO.  
**E00.08-R1**  
 SCALE: 1"=50'  
 DATE: APRIL 2018 SHEET 88 OF 119  
 DES: JPS DRAWN: CSB CHECK: IHK



**GENERAL SHEET NOTES**

- SEE DRAWING E00.01 FOR ELECTRICAL LEGEND.
- SEE DRAWING E00.02 FOR GENERAL NOTES AND ABBREVIATIONS.
- SEE INSTRUMENTATION AND CONTROL DRAWINGS AND SPECIFICATIONS FOR ADDITIONAL DETAILS AND REQUIREMENTS.
- ▲ SEE DETAIL 11/E00.07 FOR TYPICAL DIRECT BURIED CONDUIT DETAIL.
- PROVIDE 2P-30A TRIP CIRCUIT BREAKER IN EXISTING FURNACE PANEL TO SERVE THE STORM WATER PUMP STATION. NEW CIRCUIT BREAKER TO MATCH EXISTING.
- 3#10, 1#10G-1" C.
- 2-WAY CONCRETE ENCASED DUCTBANK FOR COMMUNICATIONS. REFER TO DETAIL 8/E00.07 FOR DUCTBANK DETAIL. PROVIDE (1)-4" CONDUIT WITH INTERDUCT FOR FIBER OPTIC CABLING AND (1)-4" CONDUIT FOR SPARE. REFER TO DETAIL 10/E00.07 FOR TYPICAL FIBER OPTIC CONDUIT DETAIL.
- ROUTE CONDUIT(S) FOR COMMUNICATIONS UP EXISTING WALL AND INTO EXISTING BUILDING. REFER TO DETAIL 7/E00.07 FOR SIMILAR CONDUIT(S) INSTALLATION DETAIL. CONDUIT(S) TO TERMINATE IN NEW PULLBOX INSIDE BUILDING. REFER TO INSTRUMENTATION DRAWINGS FOR ADDITIONAL REQUIREMENTS.
- ▲ CORE DRILL EXISTING HANDHOLE FOR INSTALLATION OF NEW 2" CONDUIT FOR COMMUNICATIONS.

**SHEET KEY NOTES**

- 4#3, 1#8G-2" RGS CONDUIT. INSTALL CONDUIT IN EXISTING ELECTRICAL ROOM CEILING SPACE. TERMINATE AND CAP 2" SPARE CONDUIT IN ELECTRICAL ROOM.
- 4#3, 1#8G-2" C. AND 1-2" SPARE CONDUIT.
- PROVIDE 3P, 100A CIRCUIT BREAKER IN EXISTING GENERAL ELECTRIC 8000 SERIES MCC. NEW CIRCUIT BREAKER TO MATCH EXISTING.
- REMOVE EXISTING NORTH IRRIGATION RIG FEEDER CONDUCTORS IN THEIR ENTIRETY BETWEEN THE RIG AND FEEDER CIRCUIT BREAKER IN EXISTING MCC-P. EXISTING CONDUIT TO REMAIN. INTERRUPT EXISTING CONDUIT RUN AND INSTALL NEW HANDHOLES WHERE SHOWN ON THIS DRAWING AND DRAWING C02.03. INSTALL A 2" CONDUIT BETWEEN NEW HANDHOLES AS SHOWN ON THIS DRAWING AND DRAWING C02.03. INSTALL 3#1/0 & 1#6G IN EXISTING AND NEW 2" CONDUIT; AND CONNECT TO RIG AND MCC-P FEEDER CIRCUIT BREAKER.
- 2#8, 1#10G-1" C.
- ABANDON EXISTING CONDUIT, BETWEEN NEW HANDHOLES, IN PLACE.
- SEE STRUCTURAL DRAWINGS FOR POLE BASE DETAIL.
- TERMINATE 2 WAY CONCRETE ENCASED CONDUIT IN EXISTING MANHOLE. BELL-ENDS OF THE SAME MANUFACTURER AS THE DUCTS SHALL BE PROVIDED ON THE ENDS OF ALL DUCTS ENTERING THE MANHOLES RACEWAYS PENETRATING MANHOLES SHALL BE SEALED IN PLACE AND MANHOLE SURFACES REPAIRED TO PREVENT THE ENTRANCE OF WATER INTO THE MANHOLE.

**SITE PLAN**  
 SCALE: 1" = 50'

N:\14256-019\CADD\14256019R00-08.dwg

## ENGINEERING DEPARTMENT

ADMINISTRATION	(302) 855-7718
AIRPORT & INDUSTRIAL PARK	(302) 855-7774
ENVIRONMENTAL SERVICES	(302) 855-7730
PUBLIC WORKS	(302) 855-7703
RECORDS MANAGEMENT	(302) 854-5033
UTILITY ENGINEERING	(302) 855-7717
UTILITY PERMITS	(302) 855-7719
UTILITY PLANNING	(302) 855-1299
FAX	(302) 855-7799



# Sussex County

DELAWARE  
sussexcountyde.gov

HANS M. MEDLARZ, P.E.  
COUNTY ENGINEER

## Memorandum

**TO:** Sussex County Council  
The Honorable Michael H. Vincent, President  
The Honorable Irwin G. Burton III, Vice President  
The Honorable Samuel R. Wilson, Jr.  
The Honorable John L. Rieley  
The Honorable Douglas B. Hudson

**FROM:** Hans Medlarz, P.E. County Engineer  
Eric Littleton, C.M., Manager Delaware Coastal Airport and Business Park

**RE:** *DELTA AIRPORT CONSULTANTS, INC.*  
*A. RECOMMENDATION TO AWARD BASE CONTRACT AND TASK ORDER 1*

**DATE:** April 28, 2020

The Delaware Coastal Airport maintains an Airport Capital Improvement Plan (ACIP) for compliance with Federal Aviation Administration (FAA) practice. The ACIP is updated annually by the Engineering Department and utilized by the FAA in review and allocation of project funding. Several projects make up the current ACIP including Apron Expansions, Taxiways and Runway Extensions. The design of the apron improvement project across from the Old Terminal Building at the intersection of taxiways A and B has been included in the County's FY21 Budget and is identified in the FAA approved Airport Capital Improvement Plan. Professional consultant services are needed to support the design, bid and construction stages.

This expansion project is part of our FAA-approved Airport Master Plan and the local fund component has been programmed in the five-year capital plan. Expansion of the apron will allow for increased aircraft parking of both General Aviation and corporate jet customers. Increased parking capability of transient aircraft is a high priority for growth at the Airport.

On March 17, 2020 County Council concurred in the recommendation of the Selection Committee and authorized the Department to negotiate a base professional service agreement with Delta Airport Consultants, for Aeronautical Consultant Services at the Delaware Coastal



Airport, to implement projects under the Airport Master Plan in accordance with the Airport Capital Improvement Plan over a 5-year period.

Council further directed the Engineering Department to negotiate task order no.1 for the apron expansion project with a fee to be confirmed through FAA's independent fee estimate process subject to FAA's final concurrence. 100% of Delta's fee will be covered under the FAA's CARES Act, normally the County and the State would contribute 5% each.

The County Attorney and the insurance consultant have reviewed the base contract and their recommendations have been incorporated. The Engineering Department now requests Council's approval to execute the base professional service agreement with Delta Airport Consultants, Inc. In addition, the Department requests authorization for the County Engineer to execute task order no.1 for the Apron Expansion – Design, after FAA fee approval and to submit the associated grant application to the FAA in accordance with the Airport Improvement Program.

THIS AGREEMENT is made on the \_\_\_ day of \_\_\_\_\_ in the year 2020, between SUSSEX COUNTY, DELAWARE, the OWNER, and DELTA AIRPORT CONSULTANTS, INC., the CONSULTANT, for Projects at the Delaware Coastal Airport. The term of this Agreement shall be for a period of five (5) years.

WHEREAS the OWNER sought proposals from qualified Consultants to perform certain consulting services and has determined that DELTA AIRPORT CONSULTANTS, INC. (the "CONSULTANT") is the most qualified based on the criteria stated in the Request for Proposals.

Once the specific scope of services of a Project is agreed upon between the OWNER and the CONSULTANT, the CONSULTANT shall provide the services described in individual TASK ORDERS.

The precise scope of the CONSULTANT's services, schedule, and cost shall be as stated in each TASK ORDER as authorized by the OWNER upon approval of such scope of services and the cost for such services.

As used herein, the term "Project" shall refer only to such items of work listed in this Agreement or approved TASK ORDERS at the Delaware Coastal Airport.

The OWNER and CONSULTANT in consideration of their mutual covenants herein agree in respect to the performance of normal professional consulting services by CONSULTANT and the payment for those services by OWNER as set forth below and within individual Task Orders.

## **ARTICLE 1: BASIC SERVICES**

The CONSULTANT agrees to perform normal professional consulting services in connection with the Project as set forth below and contained within this Article 1.

### **1.1 SCHEMATIC DESIGN**

The CONSULTANT shall review information provided by the OWNER and the OWNER's program, review laws, codes, and regulations applicable to the Project Scope of Services, communicate with local authorities, conduct field investigations, and review the ALP, in order to prepare a preliminary evaluation of the Project, and to identify and evaluate alternative approaches and solutions to the design and construction of the Project. Schematic Design Phase Activities shall be outlined in each respective TASK ORDER.

### **1.2 DESIGN DEVELOPMENT**

Based on the OWNER's approval of the plan identified during the Schematic Design phase, CONSULTANT shall proceed to provide Design Development Phase Services, which may consist of preliminary layouts, geometry, grading, drainage, electrical, and phasing, as more explicitly identified in individual TASK ORDERS.

### **1.3 CONSTRUCTION DOCUMENTS**

In the Construction Documents Phase, the CONSULTANT is to provide construction requirements, to provide a basis for competitive construction bids and to complete the final construction contract documents for the Project. Final



design is to be completed in accordance with the latest Advisory Circulars and FAA Orders, as well as State and Local requirements. The CONSULTANT's tasks during the Construction Documents Phase will be identified in individual TASK ORDERS.

#### **1.4 BIDDING PHASE**

Upon receipt of the OWNER's approval of the Contract Documents and latest Opinion of the Construction Cost, the CONSULTANT shall assist the OWNER in soliciting and selecting bids for the construction of the Project. The CONSULTANT's Bidding Phase tasks, as will be more explicitly identified in each individual TASK ORDER, and may include pre-bid meetings, addenda, and bid tabulations.

#### **1.5 CONSTRUCTION ADMINISTRATION**

During the construction phase of the project, the CONSULTANT shall assist the OWNER to monitor and document progress of construction and shall act as initial interpreter of the requirements of the contract documents. Specific tasks shall be outlined in each individual TASK ORDER. Review payment requests, provide necessary quality control testing, establish necessary survey control, continually inform the OWNER on project progress and problems, conduct the final project inspection, and provide the associated certification.

1.5.1 Construction Administration – If included in the TASK ORDER, the CONSULTANT shall provide general consultation and advice to the OWNER during the construction phase of the project. The CONSULTANT shall facilitate general coordination between the OWNER, the State, and the FAA during the construction phase of the project. The CONSULTANT will assist the OWNER with the preparation and issuance of change orders, change order/supplemental agreement price/cost analysis, recommend construction specification waivers, and report to the OWNER on the Contractor's performance. The CONSULTANT shall review and process the Contractor's payment requests, review daily progress reports, and monthly construction progress reports.

The CONSULTANT is to communicate and coordinate with the OWNER on a regular basis throughout the construction phase of the project.

1.5.2 Shop Drawing Review – If included in the TASK ORDER, and in accordance with the submittal schedule, the CONSULTANT shall review the shop drawings and materials submittals that are submitted by the Contractor as required by the construction contract documents, but only for the purpose of checking for conformance with information given and the design intent expressed on the Construction Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The CONSULTANT's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by CONSULTANT, of any construction means, methods, techniques, sequences, or procedures. The CONSULTANT will prepare and maintain a submittal register identifying the submittal number, description, specification section, specification paragraph, received date, action date, and action taken. The CONSULTANT shall distribute copies of the submittals and the updated submittal register to the OWNER.

1.5.3 Site Visits – If included in the TASK ORDER, the CONSULTANT shall visit the construction site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the construction, and to determine, in general, if construction is being performed in accordance with the Contract Documents. However, the CONSULTANT shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of construction. The CONSULTANT will coordinate the

site visits with the OWNER. The CONSULTANT's representatives are to meet with the representatives of the OWNER to discuss the project's progress and to identify known deviations from the Contract Documents, or defects and deficiencies observed in the construction. The CONSULTANT will prepare and distribute notes from the visit.

- 1.5.4 Progress Payment Review – If included in the TASK ORDER, the CONSULTANT shall review the CONTRACTOR's request for progressive payment, and based upon said on-site observation, advise the OWNER as to the CONSULTANT's opinion of the extent of the work completed in accordance with the terms of the Construction Contract as of the date of the Contractor's payment request and issue, for processing by the OWNER, a Recommendation for Payment in the amount owed the Contractor. The issuance of Recommendation for Payment shall constitute a declaration by the CONSULTANT to the OWNER, based upon said on-site observations, review, and data accompanying the request for payment, that the Contractor's work had progressed to the point indicated; that to the best of the CONSULTANT's knowledge, information, and belief, the quality of the Contractor's work is in accordance with the Construction Contract Documents (subject to subsequent tests and review required by the Construction Contract Documents, to correction of the minor deviations from the Construction Contract Documents, and to qualifications stated in the Certificate for Payment); and that the Contractor is entitled to the amount stated. The issuing of the Recommendation for Payment by the CONSULTANT shall not represent that it has made any investigation to determine the uses made by the Contractor of sums paid to the Contractor.
- 1.5.5 The CONSULTANT shall not be responsible for the defects or omissions in the work as a result of the Contractor's, or any Subcontractor's, or any of the Contractors' or Subcontractors' employees, or that of any other persons or entities responsible for performing any of the work result as contained in the Construction Contract. The CONSULTANT shall not be responsible for the Contractors' failure to comply with the project schedule.

## ARTICLE 2: SPECIAL SERVICES

If authorized by the OWNER, the CONSULTANT agrees to furnish, or obtain from others, additional professional services above the previously described Basic Services, which may include items such as:

- a. Funding applications
- b. Reimbursement requests for funding
- c. Disadvantaged Business Enterprise (DBE) Plan assistance
- d. Airport Layout Plan (ALP) revisions
- e. Property Map revisions
- f. Environmental Overview or Statements
- g. Preparation of Record Drawings
- h. Assistance with funding and coordination of other contracts
- i. Bid Alternates
- j. Resident Project Representative services during the Construction Phase with duties and responsibilities as described in Attachment "A".
- k. Planning Services
- l. Environmental Services
- m. Land Acquisition Services

Unanticipated services, which will be treated as "Special Services", may also include:

1. Providing other services not otherwise provided for in this Agreement, including services normally furnished by the OWNER as described in Article 3, "OWNER'S RESPONSIBILITIES".
2. Services due to changes in the project scope or design, including but not limited to, changes in size, complexity, schedule or character of construction.
3. Revisions to studies, reports, design documents, drawings or specifications which have previously been approved by the OWNER, or when such revisions are due to causes beyond the control of the CONSULTANT.
4. Preparation of additional design documents for alternate bids or for out-of-sequence work requested by the OWNER when not listed or described in the project scope of work.
5. Additional or extended services during construction made necessary by (1) work damaged by fire or other cause during construction, (2) a significant amount of defective or incomplete work of the CONTRACTOR(s), (3) acceleration of the work schedule involving services beyond normal working hours, (4) failure of the CONTRACTOR(s) to complete the work within the contract period, and (5) the CONTRACTOR(s)' default under Construction Contract.
6. Providing services as an expert witness for the OWNER in connection with litigation or other proceedings involving the Project.
7. Evaluating unreasonable or frivolous claim(s) submitted by CONTRACTOR(s) or others in connection with the project which require extensive services by the CONSULTANT to preclude or prepare for possible litigation, which claim(s) are beyond the CONSULTANT's control.

If included, the items above may be outlined and priced in individual TASK ORDERS.

### **ARTICLE 3: OWNER'S RESPONSIBILITIES**

The OWNER shall:

- 3.1 Provide to the CONSULTANT all criteria, design, and construction standards and full information as to the OWNER's requirements for the Project. The CONSULTANT shall be entitled to rely on the accuracy and completeness of information furnished by the OWNER.
- 3.2 Designate in writing a person authorized to act as the OWNER's representative. The OWNER or its representative shall receive and examine documents submitted by the CONSULTANT, interpret and define OWNER's policies, and render decisions and authorization in writing promptly to prevent unreasonable delay in progress of the CONSULTANT's services.
- 3.3 Furnish to the CONSULTANT all existing drainage, survey, layout data, and prior reports available for the Project.
- 3.4 Furnish laboratory tests, air and water pollution tests, reports and inspections of samples, materials, or other items required by law or by the governmental authorities having jurisdiction over the Project.
- 3.5 Provide legal, accounting, and insurance counseling services necessary for the Project, legal review of the Contract Documents, and such auditing services as the OWNER may require to account for expenditures of sums paid to the CONTRACTOR(s) and others.
- 3.6 Furnish permits and approvals from all governmental authorities having jurisdiction over this Project and from others as may be necessary for completion of the Project.

- 3.7 Surveys, subsurface and materials testing, printing, and/or administrative services necessary for the project shall be contracted by the OWNER unless designated to be provided by the CONSULTANT in individual TASK ORDERS.
- 3.8 Furnish the services described in Sections 3.1 through 3.7 at the OWNER's expense and in such manner that the CONSULTANT may rely upon them in the performance of its services under this Agreement.
- 3.9 Obtain bids or proposals from contractors for work relating to this Project and bear all costs relating thereto.
- 3.10 Protect and preserve all survey stakes and markers placed at the Project site prior to the assumption of this responsibility by the CONTRACTOR(s) and bear all the costs of replacing stakes or markers damaged or removed during said time interval.
- 3.11 Arrange full and free access for the CONSULTANT to enter upon all property required for the performance of the CONSULTANT's services under this Agreement.
- 3.12 Give prompt written notice to the CONSULTANT whenever the OWNER observes or otherwise becomes aware of any defect in the Project or other event which may substantially affect the CONSULTANT's performance of services under this Agreement.
- 3.13 Compensate the CONSULTANT for services rendered under this Agreement.

#### **ARTICLE 4: GENERAL PROVISIONS**

##### **4.1 OWNERSHIP OF DOCUMENTS**

Master documents, including original drawings, estimates, specifications, field notes and data are and remain the property of the CONSULTANT as instruments of service. CONSULTANT shall be deemed the authors of its Instruments of Service, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project shall not be construed as publication in derogation of CONSULTANT's reserved rights. Upon execution of this Agreement, CONSULTANT grants to OWNER non-exclusive license to use OWNER's Instruments of Services solely for purposes of constructing, using, maintaining, altering and adding to the Project, provided the OWNER substantially performs its obligation including prompt payment of all sums when due, under this Agreement. Provided the OWNER is not in default under this Agreement, the OWNER is to be provided with one digital CD-ROM set (.tif or .jpg or PDF) and one paper set of the record drawings after final acceptance. If requested by the OWNER, a digital copy of applicable drawings is to be provided by the CONSULTANT. Copies of sketches, notes, computations, and other data are to be furnished upon request. The CONSULTANT is to be released and held harmless of any subsequent liabilities resulting from revisions, extensions or enlargements of the OWNER's "originals" including computer files.

##### **4.2 DELEGATION OF DUTIES**

Neither the OWNER nor the CONSULTANT shall delegate its duties under this Agreement without the written consent of the other.



### **4.3 TERMINATION**

This Agreement may be terminated by either party by written notice in the event of substantial failure to perform in accordance with the terms of this Agreement by the other party through no fault of the terminating party, or for the OWNER's convenience. This Agreement may also be terminated if mutually agreed upon by the OWNER and CONSULTANT. If this Agreement is terminated, the CONSULTANT shall be paid for services performed through the termination notice date.

### **4.4 EXTENT OF AGREEMENT**

This Agreement represents the entire and integrated agreement between the OWNER and the CONSULTANT and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the OWNER and CONSULTANT.

### **4.5 GOVERNING LAW**

Unless otherwise specified within this Agreement, this Agreement shall be governed by the laws of the location of the Project.

### **4.6 GENERAL**

- 4.6.1 Neither party shall hold the other responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of the other or the other's employees and agents.
- 4.6.2 In the event any provisions of this Agreement shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term, condition, or covenant shall not be construed by the other party as a waiver of subsequent breach of the same by the other party.
- 4.6.3 The CONSULTANT has not been retained or compensated to provide design or construction review services relating to the CONTRACTOR(s)' safety precautions or to means, methods, techniques, sequences, or procedures required for the CONTRACTOR(s) to perform work relating to the final or completed structure; Services excluded from this Agreement include but are not limited to design or review of any shoring, scaffolding, underpinning, temporary retainment of excavations and any erection methods and temporary bracing.
- 4.6.4 The CONSULTANT shall perform its services under this Agreement consistent with the professional skill and care ordinarily provided by professionals practicing in the same or similar locality under the same or similar circumstances.
- 4.6.5 Any Opinion of the Construction Cost prepared by the CONSULTANT represents its judgment as a design professional and is supplied for the general guidance of the OWNER and funding agencies only. Since the CONSULTANT has no control over the cost of labor and material, or over competitive bidding or market conditions, the CONSULTANT does not guarantee the accuracy of such Opinions as compared to CONTRACTOR(s) bids or actual cost to the OWNER and shall not be held responsible in the event the CONTRACTOR's bid or the Actual Construction Cost exceed CONSULTANT's Opinion thereof.

- 4.6.6 Neither party shall be entitled to unjust enrichment or betterment as a result of errors or omissions.
- 4.6.7 In the event of a dispute arising out of or relating to this Agreement or the services to be rendered hereunder, the OWNER and CONSULTANT agree to resolve such disputes in the following manner. First, the parties agree to attempt to resolve the dispute through direct negotiations between the appropriate representatives of each party. Second, if such direct negotiations are not fully successful, the parties agree to attempt to resolve any remaining disputes by formal nonbinding mediation conducted in accordance with rules and procedures to be agreed upon by the parties; if the parties cannot agree upon rules and procedures, then the mediation shall be conducted in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Third, if the dispute or any issues remain unresolved after the above steps, the parties may institute litigation in a court of competent jurisdiction. The parties expressly agree that any dispute arising out of or related to this Agreement or the services to be rendered hereunder shall be subject to direct negotiations and mediation as described herein as a condition precedent to the litigation proceedings by either party.
- 4.6.8 OWNER and CONSULTANT shall commence all claims and causes of action, whether in contract, tort, indemnity or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement with the period specified by applicable law, but in any case not more than 5 years after the date of Substantial Completion of the Project. OWNER and CONSULTANT waive all claims and causes of action not commenced in accordance with this provision.

## ARTICLE 5: SPECIAL PROVISIONS

### 5.1 INSURANCE AND INDEMNITY

5.1.1 The CONSULTANT shall acquire and maintain the following Required Insurance coverages for not less than the limits specified below or required by law, whichever is greater:

5.1.2 Commercial General Liability insurance that insures against claims for bodily injury, property damage, personal and advertising injury arising out of or in connection with services under this AGREEMENT, whether such operations be by CONSULTANT, its employees or Subcontractors or their employees.

The minimum limits of liability for this insurance are as follows:

- \$1,000,000 combined single limit – each occurrence
- \$1,000,000 combined single limit – personal and advertising injury
- \$2,000,000 combined single limit – general aggregate
- \$1,000,000 combined single limit – products/completed operations aggregate

This insurance shall include coverage for the following:

- Any general aggregate limit shall apply per project;
- Liability arising from premises and operations;
- Liability arising from subcontractors;
- Liability arising from the explosion, collapse and underground (XCU) hazards;
- Contractual liability including protection for CONSULTANT from bodily injury and property damage claims arising out of liability assumed under this AGREEMENT; and
- Waiver of subrogation in favor of the OWNER.

OWNER and its elected and appointed officials, officers, directors, and employees will be named as additional insureds, on a primary and non-contributory basis.

- 5.1.3. Business Auto Liability insurance with minimum combined single limit of \$1,000,000 each accident for claims arising out of the ownership, maintenance or use of any auto.
- 5.1.4. Workers' Compensation Insurance with statutory benefits as required by any state or Federal law, including standard "other states" coverage and Employers' Liability insurance with minimum limits of \$500,000 each accident – bodily injury by accident, \$500,000 each employee – bodily injury by disease; and \$500,000 policy limit – bodily injury by disease. These limits can be satisfied with a combination of Employers' Liability insurance and Umbrella Excess Liability insurance.
- 5.1.5 Umbrella excess liability or excess liability insurance with minimum limits of:
- \$5,000,000 combined single limit – each occurrence;
  - \$5,000,000 combined single limit – aggregate other than products/completed operations and Business Auto Liability; and
  - \$5,000,000 combined single limit – products/completed operations aggregate.

The following coverages shall be listed on schedule of underlying insurance:

- Commercial General Liability;
- Business Auto Liability; and

Insureds on underlying insurance shall be insureds on this insurance to the extent provided by underlying insurance, with the limits provided by this insurance.

- 5.1.6 Professional Liability insurance that insures against errors and omissions in rendering or failure to render the professional services provided under the AGREEMENT. The minimum limits of liability for this insurance are as follows:
- \$2,000,000 per claim; and
  - \$2,000,000 annual aggregate.

#### 5.1.7 General Insurance Requirements

5.1.7.1 CONSULTANT shall not commence services until CONSULTANT has obtained, at CONSULTANT's own expense, all of the Required Insurance and such insurance has been approved by OWNER; nor shall CONSULTANT allow any of its subcontractor to commence work on any subcontract until all subcontractor Required Insurance has been approved by CONSULTANT. Approval of CONSULTANT's and subcontractor Required Insurance will be granted only after submission to OWNER of certificates of insurance signed by authorized representatives of the insurers and copies of additional insured endorsements required hereinabove or, at OWNER's request, certified copies of the required liability insurance policies.

5.1.7.2 CONSULTANT shall require its Subcontractors to maintain insurance during the term of the AGREEMENT, to the same extent required of CONSULTANT, unless otherwise agreed in writing. The CONSULTANT shall furnish subcontractor's certificates of insurance to OWNER.

5.1.7.3 All insurers underwriting CONSULTANT's or subcontractor's insurance must be allowed to do business in the state of Delaware with a Best's Financial Strength Rating of "A -" or better, and a Financial Size Category of "Class VII" or better, unless COUNTY grants specific approval for an exception.

- 5.1.7.4 Required insurance shall be in force throughout the term of the AGREEMENT and for three (3) years after the AGREEMENT terminates or expires, whichever is earlier. Certificates of insurance signed by authorized representatives of the insurers or, at OWNER's request, certified copies of insurance policies, evidencing that the Required Insurance is in effect, shall be maintained with OWNER throughout the term of AGREEMENT and for three (3) years after the AGREEMENT terminates or expires, whichever is earlier.
- 5.1.7.5 All insurance policies required hereunder shall be endorsed to provide that the policy is not subject to cancellation, until thirty (30) days prior written notice, ten (10) days for non-payment of premium, has been given to OWNER. If CONSULTANT's insurer refuses to provide this notice, CONSULTANT or CONSULTANT's representative shall notify OWNER at fax # (302) 854-5391 within two (2) business days of receipt of any notice of Required Insurance cancellation, unless rescinded by the insurer within that period,.
- 5.1.7.6 No acceptance and/or approval of any Required Insurance by OWNER shall be construed as relieving or excusing CONSULTANT from any liability or obligation imposed by this AGREEMENT.
- 5.1.7.7 If CONSULTANT does not meet the insurance requirements of this AGREEMENT, CONSULTANT shall forward a written request to OWNER for a waiver in writing of the insurance requirement(s) not met or approval in writing of alternate insurance coverage or self-insurance arrangements. If OWNER denies the request, CONSULTANT must comply with the insurance requirements as specified herein.
- 5.1.7.8 Any deductibles or retentions of \$100,000 or greater shall be disclosed by CONSULTANT and are subject to OWNER's written approval. OWNER's approval shall not be unreasonably withheld. Any deductible or retention amounts elected by CONSULTANT or its subcontractor's or imposed by CONSULTANT's or subcontractor's insurer(s) shall be the sole responsibility of CONSULTANT and are not chargeable as expenses.
- 5.1.7.9 CONSULTANT may elect to secure insurance for personal property utilized by CONSULTANT in the rendering of services under this AGREEMENT in order to protect its interests. If the CONSULTANT fails to secure insurance for such property, any loss of or damage to such property (including consequential loss that may result) shall be at the sole responsibility of and at the sole risk of the CONSULTANT.

To the fullest extent permitted by law, CONSULTANT waives any right of recovery from OWNER for any loss of or damage to CONSULTANT's personal property (or resulting loss of income or extra expense) regardless of the cause of origin, including the negligence of the OWNER. If CONSULTANT elects to secure insurance for any personal property, to the fullest extent permitted by law, CONSULTANT's property insurer shall not hold any right of subrogation against OWNER. CONSULTANT shall advise its insurer(s) of the foregoing and such waiver shall be permitted under any property and/or business income insurance policies maintained by CONSULTANT.

- 5.1.7.10 For any "claims made" liability insurance purchased by CONSULTANT or its subcontractors, CONSULTANT or its subcontractors must comply with the following additional conditions. The limits of liability and the extensions to be included remain the same.
- The retroactive date (if any) of such "claims-made" coverage can be no later than the earlier of the date of this AGREEMENT or the commencement of the CONSULTANT'S services under this AGREEMENT.
  - The CONSULTANT or subcontractor shall agree to provide certificates of insurance evidencing the claims made coverages for a period of three (3) years after the AGREEMENT terminates or expires, whichever is earlier. Such certificates shall evidence a retroactive date no later than the earlier of the date of this AGREEMENT or the commencement of services under this AGREEMENT; or



- The CONSULTANT or subcontractor shall purchase an extended (minimum three (3) years) reporting period endorsement for each such “claims-made” policy in force as of the date the AGREEMENT terminates or expires, whichever is earlier and evidence the purchase of this extended reporting period endorsement by means of a certificate of insurance and a copy of the endorsement itself. Such certificate and copy of the endorsement shall evidence the retroactive date.

- 5.1.8 To the fullest extent permitted by law, CONSULTANT shall indemnify and hold harmless OWNER and its elected and appointed and officials, officers, directors, and employees against all claims, damages, liabilities, or costs, including reasonable attorney’s fees and defense costs, to the extent resulting from the negligent acts, omissions or willful misconduct of CONSULTANT or anyone for whom the CONSULTANT is legally liable, in connection with this AGREEMENT.
- 5.2 The CONSULTANT will proceed to furnish consulting services on the Project promptly, without delay, after the Notice-to-Proceed has been given in writing by the OWNER.
- 5.3 The CONSULTANT agrees to conduct the services in compliance with all the requirements imposed by or pursuant to Title VI of the Civil Rights Act of 1964, Part 21 of the Regulations of the Secretary of Transportation and Executive Order No. 11246, "Equal Employment Opportunity" as supplemented in Department of Labor Regulations (41 CFR, Part 60); and agrees to comply with applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970; and is to maintain an Affirmative Action Program, as required by regulations.
- 5.4 The CONSULTANT agrees that the OWNER, the FAA, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to any books, documents, papers, and records of the CONSULTANT which are directly pertinent to the specific grant program for the purpose of making audit, examinations, excerpts, and transcriptions. The CONSULTANT shall maintain all required records for three (3) years after the OWNER makes final payment and all other pending matters are closed.
- 5.5 If any of the services outlined in this Agreement are furnished by the CONSULTANT by obtaining such services outside the CONSULTANT's organization, when requested by the OWNER the CONSULTANT shall provide proposal(s) and/or contract(s) between the person(s) or firm(s) and the CONSULTANT outlining the services to be performed and the charges for the same.
- 5.6 It is hereby understood and agreed that if the construction plans are completed in accordance with criteria and/or decisions made by the OWNER and/or the FAA and/or the State, and the said construction plans are substantially changed or revised, for any reason other than the fault of the CONSULTANT in preparing same, then the CONSULTANT shall be entitled to compensation for rendering the services necessary to complete the changes.

## **ARTICLE 6: SCHEDULE FOR DELIVERY OF WORK BY CONSULTANT**

The CONSULTANT shall perform its services as expeditiously as is consistent with professional skill and care and the orderly progress of the Project, and as follows:

- 6.1 It is understood that the CONSULTANT is to proceed on the project after a Notice-to-Proceed from the OWNER. The schedule is to be outlined in each TASK ORDER once the scope of the project(s) has been clearly defined.

- 6.2 Construction progress is to be monitored by the CONSULTANT in an effort to keep the construction on schedule. The CONTRACTOR is to be notified in writing when its progress falls behind its progress schedule.
- 6.3 The CONSULTANT is to endeavor to complete the work in accordance with the schedule, however, it will not be penalized for delays beyond its control such as OWNER's requirements, review periods, testing, adverse weather, surveying, war, Acts of God, etc.

**ARTICLE 7: CONSULTING CHARGES**

For the CONSULTANT's Services described in this Agreement, the OWNER shall compensate the CONSULTANT as follows:

- 7.1 Compensation for the Services shall be negotiated between the OWNER and CONSULTANT prior to initiating the Services and shall be specified in the applicable TASK ORDER.
- 7.2 Monthly progress payments shall be made in proportion to services rendered and as indicated within this Agreement and shall be due and owing within thirty (30) days of the CONSULTANT's submittal of its monthly statement. Past due amounts owed shall include a charge at 1.5 percent per month. The OWNER understands that interest charges are not an eligible cost under the Airport Improvement Program (AIP).
- 7.3 If the OWNER fails to make monthly payments due the CONSULTANT, the CONSULTANT may, after giving seven (7) days written notice to the OWNER, suspend services under this Agreement.
- 7.4 No deductions shall be made from the CONSULTANT's compensation on account of penalty, liquidated damages, or other items withheld from payments to CONTRACTORS.
- 7.5 If the Project is delayed or if the CONSULTANT's services for the Project are delayed or suspended for more than six (6) months for reasons beyond the CONSULTANT's control, the CONSULTANT may, after giving seven (7) days written notice to the OWNER, terminate this Agreement and the OWNER shall compensate the CONSULTANT in accordance with the termination provision contained in this Agreement.

The following attachments are made a part of this Agreement:

- |              |                                       |
|--------------|---------------------------------------|
| Attachment A | Resident Project Representative       |
| Attachment B | Mandatory Federal Contract Provisions |

The parties hereto have executed this Agreement to be effective as of the date first above written.

OWNER:  
Sussex County, Delaware  
2 The Circle (P.O. Box 589)  
Georgetown, Delaware 19947

CONSULTANT:  
Delta Airport Consultants, Inc.  
3544 North Progress Avenue, Suite 200  
Harrisburg, Pennsylvania 17110

(Name, Title)

Kenneth W. Moody, Vice President

Date: \_\_\_\_\_

Date: \_\_\_\_\_

DRAFT

**LIMITATIONS OF AUTHORITY, DUTIES, AND RESPONSIBILITIES OF THE RESIDENT PROJECT REPRESENTATIVE.**

1. The Resident Project Representative shall act under the direct supervision of the CONSULTANT, shall be the CONSULTANT's agent in all matters relating to on-site construction review of the CONTRACTOR(s)' work, shall communicate only with the CONSULTANT and the CONTRACTOR(s), and shall communicate with the SUBCONTRACTOR(s) only through the CONTRACTOR(s) or their authorized superintendent. The OWNER shall communicate with the Resident Project Representative only through the CONSULTANT, unless otherwise coordinated with CONSULTANT.
2. The Resident Project Representative is to periodically review and observe on-site construction activities of the CONTRACTOR(s) relating to portions of the Project designed and specified by the CONSULTANT as contained in the Construction Contract Documents.
3. Specifically omitted from the Resident Project Representative's duties are any review of the CONTRACTOR(s)' safety precautions, or the means, methods, sequences, or procedures required for the CONTRACTOR(s) to perform the work but not relating to the final or completed Project. Omitted design or review services include, but are not limited to, shoring, scaffolding, underpinning, temporary retainment of excavations, and any erection methods and temporary bracing.
4. The specific duties and responsibilities of the Resident Project Representative are enumerated as follows:
  - (a) Schedules: Review the progress schedule, schedule of Shop Drawings submissions and schedule of values prepared by CONTRACTOR(s) and consult with the CONSULTANT concerning their acceptability.
  - (b) Conferences: Attend preconstruction conferences. Arrange a schedule of progress meetings and other job conferences as required in consultation with CONSULTANT and notify those expected to attend in advance. Attend meetings and maintain and circulate copies of minutes thereof.
  - (c) Liaison:
    - (1) Serve as CONSULTANT's liaison with CONTRACTOR(s), working principally through the CONTRACTOR(s)' superintendent and assist them in understanding the intent of the Contract Documents. Assist the CONSULTANT in serving as OWNER's liaison with CONTRACTOR(s) when CONTRACTOR(s)' operations affect OWNER's on-site operations.
    - (2) As requested by CONSULTANT, assist in obtaining from OWNER additional details or information, when required at the job site for proper execution of the Work.
  - (d) Shop Drawings and Samples:
    - (1) Receive and record date of receipt of Shop Drawings and samples which have been approved by the CONSULTANT.
    - (2) Receive samples which are furnished at the site by CONTRACTOR(s) for CONSULTANT's approval and notify CONSULTANT of their availability for examination.



- (3) Advise CONSULTANT immediately of the commencement of any Work requiring a Shop Drawing or sample submission if the submission has not been approved by the CONSULTANT.
- (e) Review of Work, Rejection of Defective Work, Inspections and Tests:
- (1) Conduct on-site observations of the Work in progress to assist CONSULTANT in determining that the Project is proceeding in accordance with the Contract Documents and that completed Work is to generally conform to the intent of the Contract Documents.
  - (2) Report to CONSULTANT whenever it believes that any Work is unsatisfactory, faulty or defective, or does not conform to the intent of the Contract Documents, or does not meet the requirements of any inspections, tests, or approval required to be made; and advise CONSULTANT when it believes Work should be corrected or rejected or should be uncovered for observation, or requires special testing or inspection.
  - (3) Accompany visiting inspector representing public or other agencies having jurisdiction over the Project, record the outcome of these inspections and report to CONSULTANT.
  - (4) Monitor test results relative to specification requirements and maintain a file with test reports and certifications. Notify the CONTRACTOR(s) when it observes apparent deficiencies and report to the CONSULTANT for a final decision on the matter.
- (f) Interpretation of Contract Documents: Transmit to OWNER, CONSULTANT's clarifications and interpretations of the Contract Documents.
- (g) Modifications: Consider and evaluate CONTRACTOR(s)' suggestions for modifications in Drawings or Specifications and report them with recommendations to CONSULTANT.
- (h) Records:
- (1) Maintain, at the job site, files for correspondence, reports of job conferences, shop drawings and sample submissions, reproductions of original Contract Documents including all addenda, change orders, field orders, additional drawings issued subsequent to the execution of the Contract, CONSULTANT's clarifications and interpretations of the Contract Documents, progress reports, and other Project related documents.
  - (2) Keep a diary or log book recording hours on the job site, weather conditions, data relative to questions of extras or deduction, list of visiting officials, daily activities, decisions, observations in general, and specific observations in more detail, as in the case of observing test procedures. Send copies to CONSULTANT.
  - (3) Record names, addresses, and telephone numbers of CONTRACTORS, SUBCONTRACTORS, and major suppliers of equipment and materials.
  - (4) Document quantities of materials used on the Project by actual measurements and computations in the field record. Whenever weight is the basis of measurement, maintain copies of the weight tickets.
- (i) Reports:
- (1) Furnish CONSULTANT periodic reports as required of progress of the Work and CONTRACTOR(s)' compliance with the approved progress schedule of Shop Drawing submissions.

(2) Consult with CONSULTANT in advance of scheduled major tests, inspections, or start of important phases of the Work.

(j) Completion:

- (1) Before CONSULTANT issues a Certificate of Substantial Completion, submit to CONSULTANT a list of observed items requiring correction.
- (2) Conduct final inspection in the company of CONSULTANT, OWNER, and CONTRACTOR and prepare a final list of items to be corrected.
- (3) Verify that items on final list have been corrected and make recommendations to CONSULTANT concerning acceptance.
- (4) Maintain a set of working drawings, on the job site, which can be used to prepare record drawings of the project.

5. Limitations of Authority.

Except upon written instruction of CONSULTANT, Resident Project Representative:

- (a) Shall not authorize any deviation from the Contract Documents or approve any substitute materials or equipment.
- (b) Shall not undertake any of the responsibilities of CONTRACTOR(s), SUBCONTRACTOR(s), or CONTRACTOR(s)' superintendent.
- (c) Shall not expedite Work for the CONTRACTOR(s).
- (d) Shall not advise on, or issue directions relative to, any aspect of the means, methods, techniques, sequences, or procedures of construction unless such is specifically called for in the Contract Documents.
- (e) Shall not advise on, or issue directions as to, safety precautions and programs in connection with the Work.
- (f) Shall not authorize OWNER to occupy the Project in whole or in part.
- (g) Shall not participate in specialized field or laboratory tests.
- (h) Is not authorized to sign change orders on behalf of the CONSULTANT, to approve or disapprove shop drawings or materials submittals on behalf of the CONSULTANT, or to issue a Recommendation for Payment on behalf of the CONSULTANT.

**A1 ACCESS TO RECORDS AND REPORTS**

(2 CFR § 200.333; 2 CFR § 200.336; FAA Order 5100.38)

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the Owner, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representative's access to any books, documents, papers, and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

**A2 AFFIRMATIVE ACTION REQUIREMENT**

(41 CFR part 60-4; Executive Order 11246)

**NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION to ENSURE EQUAL EMPLOYMENT OPPORTUNITY**

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.
2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

**Timetables**

Goals for minority participation for each trade: 14.5%

Goals for female participation in each trade: 6.9%

These goals are applicable to all of the Contractor's construction work (whether or not it is Federal or federally-assisted) performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the Contractor also is subject to the goals for both its federally involved and non-federally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs (OFCCP) within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.
4. As used in this notice and in the contract resulting from this solicitation, the "covered area" is Georgetown, Sussex County, Delaware.

### A3 BREACH OF CONTRACT TERMS

(2 CFR § 200 Appendix II (A))

Any violation or breach of terms of this contract on the part of the Contractor/Consultant or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

Owner will provide Contractor/Consultant written notice that describes the nature of the breach and corrective actions the Contractor/Consultant must undertake in order to avoid termination of the contract. Owner reserves the right to withhold payments to Contractor until such time the Contractor corrects the breach or the Owner elects to terminate the contract. The Owner's notice will identify a specific date by which the Contractor/Consultant must correct the breach. Owner may proceed with termination of the contract if the Contractor/Consultant fails to correct the breach by the deadline indicated in the Owner's notice.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

For all contracts that exceed the simplified acquisition threshold, presently set at \$150,000.

### A4 BUY AMERICAN – Not applicable

(49 USC § 50101)

### A5 CIVIL RIGHTS - GENERAL

(49 USC § 47123)

The Contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

### A6 CIVIL RIGHTS - TITLE VI ASSURANCES

(49 USC § 47123; FAA Order 1400.11)

**Title VI Solicitation Notice: Sussex County, Delaware**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that any contract entered into pursuant to this advertisement, [select disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

During the performance of this contract, the Consultant, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

- 1. Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the **Title VI List of Pertinent Nondiscrimination Statutes and Authorities**, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
- 2. Non-discrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of



materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
  - a. Withholding payments to the contractor under the contract until the contractor complies; and/or
  - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

#### Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the

Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

#### **A7 CLEAN AIR AND WATER POLLUTION CONTROL**

(2 CFR § 200 Appendix II (G))

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 U.S.C. § 740-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). The Contractor agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

Contractor must include this requirement in all subcontracts that exceeds \$150,000.

#### **A8 CONTRACT WORKHOURS AND SAFETY STANDARDS ACT**

(2 CFR § 200, Appendix II (E))

##### 1. Overtime Requirements.

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

##### 2. Violation; Liability for Unpaid Wages; Liquidated Damages.

In the event of any violation of the clause set forth in paragraph (1) of this clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this clause, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this clause.

3. Withholding for Unpaid Wages and Liquidated Damages.

The Federal Aviation Administration (FAA) or the Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this clause.

4. Subcontractors.

The Federal Aviation Administration (FAA) or the Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this clause.

**A9 COPELAND ANTI-KICKBACK ACT – Not applicable**

**A10 DAVIS-BACON REQUIREMENTS – Not applicable**

**A11 DEBARMENT AND SUSPENSION (NON-PROCUREMENT)**

(2 CFR Part 180 (Subpart C); 2 CFR part 1200; DOT Order 4200.5)

CERTIFICATION OF OFFERER/BIDDER REGARDING DEBARMENT

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT

The successful bidder, by administering each lower tier subcontract that exceeds \$25,000 as a “covered transaction”, must verify each lower tier participant of a “covered transaction” under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The successful bidder will accomplish this by:

1. Checking the System for Award Management at website: <http://www.sam.gov>.
2. Collecting a certification statement similar to the Certification of Offerer /Bidder Regarding Debarment, above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract.

If the Federal Aviation Administration later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

## **A12 DISADVANTAGED BUSINESS ENTERPRISES**

(49 CFR part 26)

- 1. Contract Assurance.** The Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of Department of Transportation-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Owner deems appropriate.
- 2. Prompt Payment.** The prime Consultant agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime Consultant receives from the Sponsor. The prime Contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Sponsor. This clause applies to both DBE and non-DBE subcontractors.

## **A13 DISTRACTED DRIVING (TEXTING WHEN DRIVING)**

(Executive Order 13513; DOT Order 3902.10)

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving" (10/1/2009) and DOT Order 3902.10 "Text Messaging While Driving" (12/30/2009), the FAA encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant.

In support of this initiative, the Owner encourages the Consultant to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project.

The Consultant must include the substance of this clause in all sub-tier contracts exceeding \$3,500 and involve driving a motor vehicle in performance of work activities associated with the project.

## **A14 ENERGY CONSERVATION REQUIREMENTS**

(2 CFR § 200, Appendix II (H))

Consultant and subcontractor agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201et seq).

## **A15 DRUG FREE WORKPLACE REQUIREMENTS – Not applicable**

## **A16 EQUAL EMPLOYMENT OPPORTUNITY (E.E.O.)**

(2 CFR 200, Appendix II(C); 41 CFR § 60-1.4; 41 CFR § 60-4.3; Executive Order 11246)

For all contracts that exceed the simplified acquisition threshold, presently set at \$10,000.

During the performance of this contract, the Consultant (herein called "contractor") agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identify or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation;



and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided, however,* That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

#### **A17 FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)**

(29 USC § 201, et seq.)

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

The Contractor/Consultant has full responsibility to monitor compliance to the referenced statute or regulation. The Contractor/Consultant must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

#### **A18 LOBBYING AND INFLUENCING FEDERAL EMPLOYEES**

(31 USC §1352 - Byrd Anti-Lobbying Amd, 2; CFR 200 Appendix II (J); 49 CFR part 20, Appendix A)

The bidder or offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative

agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

#### **A19 PROHIBITION OF SEGREGATED FACILITIES**

a) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.

(b) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Employment Opportunity clause of this contract.

#### **A20 OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970**

(20 CFR part 1910)

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration

#### **A21 PROCUREMENT OF RECOVERED MATERIALS**

Contractor and subcontractor agree to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provisions of 40 CFR Part 247. In the performance of this contract and to the extent practicable, the Contractor and subcontractors are to use of products containing the highest

percentage of recovered materials for items designated by the Environmental Protection Agency (EPA) under 40 CFR Part 247 whenever:

- a) The contract requires procurement of \$10,000 or more of a designated item during the fiscal year; or,
- b) The contractor has procured \$10,000 or more of a designated item using Federal funding during the previous fiscal year.

The list of EPA-designated items is available at [www.epa.gov/epawaste/conserves/tools/cpg/products/](http://www.epa.gov/epawaste/conserves/tools/cpg/products/).

Section 6002(c) establishes exceptions to the preference for recovery of EPA-designated products if the contractor can demonstrate the item is:

- a) Not reasonably available within a timeframe providing for compliance with the contract performance schedule;
- b) Fails to meet reasonable contract performance requirements; or
- c) Is only available at an unreasonable price.

**A22 RIGHT TO INVENTIONS – Not applicable**

**A23 SEISMIC SAFETY**

(49 CFR part 41)

In the performance of design services, the Consultant agrees to furnish a building design and associated construction specification that conform to a building code standard that provides a level of seismic safety substantially equivalent to standards as established by the National Earthquake Hazards Reduction Program (NEHRP). Local building codes that model their building code after the current version of the International Building Code (IBC) meet the NEHRP equivalency level for seismic safety. At the conclusion of the design services, the Consultant agrees to furnish the Owner a “certification of compliance” that attests conformance of the building design and the construction specifications with the seismic standards of NEHRP or an equivalent building code

**A24 TAX DELINQUENCY AND FELONY CONVICTIONS**

Sections 415 and 416 of Title IV, Division L of the Consolidated Appropriations Act, 2014 (Pub. L. 113-76), and similar provisions in subsequent appropriations acts.

DOT Order 4200.6 - Requirements for Procurement and Non-Procurement Regarding Tax Delinquency and Felony Convictions

**CERTIFICATION OF OFFERER/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS**

The applicant must complete the following two certification statements. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (✓) in the space following the applicable response. The applicant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

**Certifications**

- a) The applicant represents that it is ( ) is not ( ✓ ) a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
- b) The applicant represents that it is ( ) is not ( ✓ ) a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

## Note

If an applicant responds in the affirmative to either of the above representations, the applicant is ineligible to receive an award unless the sponsor has received notification from the agency suspension and debarment official (SDO) that the SDO has considered suspension or debarment and determined that further action is not required to protect the Government's interests. The applicant therefore must provide information to the owner about its tax liability or conviction to the Owner, who will then notify the FAA Airports District Office, which will then notify the agency's SDO to facilitate completion of the required considerations before award decisions are made.

## Term Definitions

**Felony conviction:** Felony conviction means a conviction within the preceding twenty-four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 U.S.C. § 3559.

**Tax Delinquency:** A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

## A25 TERMINATION OF CONTRACT

(2 CFR § 200 Appendix II(B))

### Termination for Convenience (Professional Services)

The Owner may, by written notice to the Consultant, terminate this Agreement for its convenience and without cause or default on the part of Consultant. Upon receipt of the notice of termination, except as explicitly directed by the Owner, the Contractor must immediately discontinue all services affected.

Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause

### Termination for Default (Professional Services)

Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach.

The terminating party must provide the breaching party seven (7) days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

- a) **Termination by Owner:** The Owner may terminate this Agreement in whole or in part, for the failure of the Consultant to:
1. Perform the services within the time specified in this contract or by Owner approved extension;
  2. Make adequate progress so as to endanger satisfactory performance of the Project;

3. Fulfill the obligations of the Agreement that are essential to the completion of the Project.

Upon receipt of the notice of termination, the Consultant must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

If, after finalization of the termination action, the Owner determines the Consultant was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the Owner issued the termination for the convenience of the Owner.

**b) Termination by Consultant:** The Consultant may terminate this Agreement in whole or in part, if the Owner:

1. Defaults on its obligations under this Agreement;
2. Fails to make payment to the Consultant in accordance with the terms of this Agreement;
3. Suspends the Project for more than [180] days due to reasons beyond the control of the Consultant.

Upon receipt of a notice of termination from the Consultant, Owner agrees to cooperate with Consultant for the purpose of terminating the agreement or portion thereof, by mutual consent. If Owner and Consultant cannot reach mutual agreement on the termination settlement, the Consultant may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the Owner's breach of the contract.

In the event of termination due to Owner breach, the Engineer is entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by the Consultant through the effective date of termination action. Owner agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

#### **A26 TRADE RESTRICTION CERTIFICATION**

(49 USC §50104; 49 CFR part 30)

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror -

- a. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);
- b. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and
- c. has not entered into any subcontract for any product to be used on the Federal on the project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 USC Section 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed



circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to an Offeror or subcontractor:

- (1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR or
- (2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list or
- (3) who incorporates in the public works project any product of a foreign country on such USTR list.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration (FAA) may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

#### **A27 VETERAN'S PREFERENCE**

(49 USC § 47112(c))

In the employment of labor (excluding executive, administrative, and supervisory positions), the Contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 USC 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

## ENGINEERING DEPARTMENT

ADMINISTRATION	(302) 855-7718
AIRPORT & INDUSTRIAL PARK	(302) 855-7774
ENVIRONMENTAL SERVICES	(302) 855-7730
PUBLIC WORKS	(302) 855-7703
RECORDS MANAGEMENT	(302) 854-5033
UTILITY ENGINEERING	(302) 855-7717
UTILITY PERMITS	(302) 855-7719
UTILITY PLANNING	(302) 855-1299
FAX	(302) 855-7799



# Sussex County

DELAWARE  
sussexcountyde.gov

HANS M. MEDLARZ, P.E.  
COUNTY ENGINEER

## Memorandum

**TO:** Sussex County Council  
The Honorable Michael H. Vincent, President  
The Honorable Irwin G. Burton III, Vice President  
The Honorable Samuel R. Wilson, Jr.  
The Honorable John L. Rieley  
The Honorable Douglas B. Hudson

**FROM:** Hans Medlarz, P.E. County Engineer  
Patrick Brown, P.E. Project Engineer III

**RE:** ***JAMES FARM ECOLOGICAL PRESERVE  
PROFESSIONAL ARCHITECTURAL / ENGINEERING SERVICES, RFQ 20-28  
A. RECOMMENDATION TO APPROVE SELECTION COMMITTEE RESULTS***

**DATE:** April 28, 2020

Since 1998 the Delaware Center for the Inland Bays (CIB) has managed the County owned James Farm property as an Ecological Preserve open to year-round public use. As lessee of the land and operating partner to Sussex County, the CIB assisted in developing and adopting the James Farm Master Plan in 2014. The Master Plan aims to protect the forest, marshes, beaches and wetlands while accommodating visitor needs, including preservation and expansion of recreational and educational opportunity.

Several Phases of improvements were outlined by the Master Plan. Design and permitting of Phase I was completed in August 2017, focusing on the Cedar Neck Road entrance and on-site parking. On behalf of the CIB, Sussex County applied for and received an Outdoor Recreation Parks and Trail (ORPT) Grant through DNREC. This grant coupled with County matching funds allowed construction activities to proceed. Council approved change order 1 on December 11, 2018, and granted substantial completion on April 30, 2019, completing Phase 1 goals.

In 2019 the County again applied for an ORPT grant on behalf the CIB, with cost shares outlined and partial funds included in the FY 20 budget. Council approved submission of the grant application on August 13, 2019 with adoption of Resolution R 017 19 to finance part of the Phase II improvements. DNREC awarded funds by Grant Agreement ORPT 19-190,



allowing advertisement and selection of a qualified contractor to design, engineer and install new education and maintenance facilities, ADA compliant restrooms and other related improvements. With these funds approved, professional consultant services are needed to support the CIB and County with implementation of Phase II improvements, beginning with design, contract document development and permitting that allow for solicitation of construction bids. Additional ORPT Grant applications are anticipated to support Phase II construction and future efforts outlined by the Master Plan.

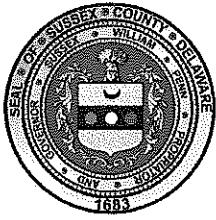
The Engineering Department received County Administrator approval to procure Professional Architectural & Engineering (A/E) Services to implement projects at the James Farm over a 5-year period. A consultant selection committee was developed in partnership with the CIB, consisting of Engineering Department members Hans Medlarz, Helen Naylor and Patrick Brown, along with Chris Bason and Bob Collins from the CIB. This committee was approved to evaluate consultant responses to Request for Qualifications 20-28, A/E Services at James Farm Ecological Preserve, advertised publicly on February 20, 2020. Seven (7) firms provided responses by the March 20, 2020 deadline.

Each selection committee member received a copy of the submission materials received along with a scoring sheet for their use in evaluating and individually ranking firms. As per the County Consultant Selection Policy and in conformance to Delaware Code, proposals are evaluated based on approved Consultant Rating Criteria. The Criteria was weighted by distributing percentage points as published in the RFP: 30% Experience and Reputation; 15% Capacity to meet Requirements; 10% Location; 25% Demonstrated Ability; and 20% Familiarity with Public Work and its Requirements.

The selection committee met on Monday, April 6, 2020 to discuss each submittal, the rating criteria and whether in their discretion presentations were needed to supplement the evaluation process. It was agreed a short-list and interview request was not necessary, however additional review time and committee discussion would benefit the process. The selection committee reexamined materials and met again on Wednesday, April 8, then affirmed their final rankings shortly thereafter. The individual evaluation scores were assembled, and average overall rankings developed. The three firms having the highest average ranking are summarized below:

<b>Firm</b>	<b>Avg. Committee Rank</b>	<b>Overall Ranking</b>
Kimley Horn & Associates	2.00 / 7	1
Davis, Bowen & Friedel Inc	2.20 / 7	2
Becker Morgan Group	2.40 / 7	3

It is the recommendation of the selection committee that Council approve the results of the evaluation and overall rankings, with Kimley Horn & Associates receiving the highest average rank, and authorize the Engineering Department to negotiate agreement(s) with Kimley Horn & Associates to provide A/E Services at the James Farm over a 5-year period, effective May 1, 2020 through April 30, 2025.



# SUSSEX COUNTY GOVERNMENT

## GRANT APPLICATION

### SECTION 1 APPLICANT INFORMATION

ORGANIZATION NAME: Sussex Community Housing Services, Inc  
PROJECT NAME: Crisis House Garden Project  
FEDERAL TAX ID: 51-0257434 NON-PROFIT:  YES  NO

DOES YOUR ORGANIZATION OR ITS PARENT ORGANIZATION HAVE A RELIGIOUS AFFILIATION?

YES  NO \*IF YES, FILL OUT SECTION 3B.

ORGANIZATION'S MISSION: The mission of SCCHS is to provide safe and secure temporary and transitional housing to the homeless and to facilitate the transition from homelessness to financial and housing independence

ADDRESS: 204 E. North Street

Georgetown DE 19947  
(CITY) (STATE) (ZIP)

CONTACT PERSON: Marie T. Morole  
TITLE: Executive Director  
PHONE: 302.856.7524 EMAIL: scchs@comcast.net

**TOTAL FUNDING REQUEST: \$600**

Has your organization received other grant funds from Sussex County Government in the last year?  YES  NO

If YES, how much was received in the last 12 months? 1050

If you are asking for funding for building or building improvements, do you own the building in which the funding will be used for?  YES  NO

Are you seeking other sources of funding other than Sussex County Council?  YES  NO

If YES, approximately what percentage of the project's funding does the Council grant represent? 50%

## SECTION 2: PROGRAM DESCRIPTION

### PROGRAM CATEGORY (choose all that apply)

- |  |  |                                      |
|--|--|--------------------------------------|
| <input type="checkbox"/> Fair Housing                | <input type="checkbox"/> Health and Human Services | <input type="checkbox"/> Cultural    |
| <input type="checkbox"/> Infrastructure <sup>1</sup> | <input checked="" type="checkbox"/> Other Homeless | <input type="checkbox"/> Educational |

### BENEFICIARY CATEGORY

- |   |  |  |
|---|--|--|
| <input type="checkbox"/> Disability & Special Needs | <input type="checkbox"/> Victims of Domestic Violence        | <input checked="" type="checkbox"/> Homeless |
| <input type="checkbox"/> Elderly Persons            | <input type="checkbox"/> Low to Moderate Income <sup>2</sup> | <input type="checkbox"/> Youth               |
| <input type="checkbox"/> Minority                   | <input type="checkbox"/> Other _____                         |  |

### BENEFICIARY NUMBER

Approximately the total number of Sussex County Beneficiaries served annually by this program:

130

## SECTION 3: PROGRAM SCOPE

- A. Briefly describe the program for which funds are being requested. The narrative should include the need or problem to be addressed in relation to the population to be served or the area to benefit.

The Crisis House is requesting funds for their 2020 garden project. The garden was supported by St. Georges Chapel for 2019 and a small grant from SCC. We are again requesting funds for this years vegetable garden.

We are expanding the garden to include a rototilled section in addition to the plant boxes St. Georges built last year. The 8ft x 20ft section will be used for 15 tomato plants and 10 pepper plants. Tomato plant cages will be needed to secure the plants to ensure proper maintenance and abundant harvest. A small garden rototiller is needed to prepare and maintain the garden area.

The garden supplements the food budget for the shelter and provides fresh vegetables that other wise may not be available. The residents of the Crisis House, residents of our transitional apartments and surrounding neighbors will be afforded the harvest of our garden. The garden is also a positive activity for many of our residents. The project was very successful in 2019 therefore we would like to secure funds to continue with it.



B. IF RELIGIOUS AFFILIATION WAS CONFIRMED ABOVE IN SECTION 1, PLEASE FILL OUT THE FOLLOWING SECTION. IF RELIGIOUS AFFILIATION WAS NOT CHECKED IN SECTION 1, THIS SECTION MAY BE LEFT BLANK.

A faith-based nonprofit organization is eligible to receive and apply for a grant on the same basis as other nonprofit organizations, with respect to programs which are eligible. In the selection of grantees, the County will not discriminate for or against an organization on the basis of the organization's religious characterization or affiliation. However, certain requests to utilize funding for programs with religious purposes may not be eligible due to constitutional principles of the United States and/or the State of Delaware.

Briefly describe the components of the program that involve religious purposes and the components that involve secular purposes, or non-religious purposes. If both non-religious and religious purposes are involved in the program, this narrative must include the specific actions that will be implemented in order to ensure that the funding is solely used for non-religious purposes and will not be used to advance or inhibit religious or faith-based activities.

After the awarded funds have been made, receipts of the non-religious purchases shall be submitted in accordance with Section 5 below before funds will be disbursed.

N/A

### SECTION 4: BUDGET

<b>REVENUE</b>	
Please enter the current support your organization receives for this project (not entire organization revenue if not applicable to request)	
<b>TOTAL REVENUES</b>	600.00
<b>EXPENDITURES</b>	
Please enter the total projected budget for the project (not entire organization expense if not applicable to request). Example of expenditure items: PERSONNEL-one lump sum that would include benefits, OPERATING COSTS-supplies, equipment, rent/lease, insurance, printing telephone, CONSTRUCTION/ACQUISITION-acquisition, development, rehab hard cost, physical inspections, architectural engineering, permits and fees, insurance, appraisal. <b>(Put amounts in as a negative)</b>	
Rototiller	-\$ 425.00
Lawn Mower	-\$ 275.00
Vegetable Plants	-\$ 200.00
Fertilizer	-\$ 50.00
15 Tomato plant cages @ \$5.98 each	-\$ 90.00
Gas for tiller and mower	-\$ 60.00
Garden fabric/mulch	-\$ 100.00
<b>TOTAL EXPENDITURES</b>	-\$ 1,200.00
<b>TOTAL DEFICIT FOR PROJECT OR ORGANIZATION</b>	-\$ 600.00

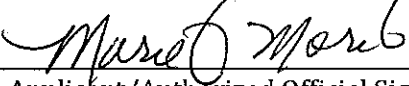
### SECTION 5: STATEMENT OF ASSURANCES

If this grant application is awarded funding, the SCCHS, Inc agrees that:  
(Name of Organization)

- 1) For non-religious organizations, all expenditures must have adequate documentation and must be expended within one (1) year of receipt of award funds. The funding awarded to the organization must be used in substantial conformity with the anticipated expenditures set forth in the submitted application. All accounting records and supporting documentation shall be available for inspection by Sussex County within thirty (30) days after the organization's expenditure of the awarded funding, or within one year after the receipt of the awarded funds, whichever first occurs.
- 2) For religious organizations, all accounting records and supporting documentation shall be provided for inspection by Sussex County after the award has been made by County Council but before the funding is released.
- 3) No person, on the basis of race, color, or national origin, should be excluded from participation in, be denied the benefit of, or be otherwise subjected to discrimination under the program or activity funded in whole or in part by these Grant funds.

**SECTION 5: STATEMENT OF ASSURANCES (continued)**

- 4) All information and statements in this application are accurate and complete to the best of my information and belief.
- 5) All funding will benefit only Sussex County residents.
- 6) All documents submitted by the applicant are defined as public documents and available for review under the Freedom of Information Act of the State of Delaware.
- 7) All funding will be used exclusively for secular purposes, i.e., non-religious purposes and shall not be used to advance or inhibit religious purposes.
- 8) **In the event that the awarded funding is used in violation of the requirements of this grant, the awarded funding shall be reimbursed to Sussex County within a timeframe designated by Sussex County by written notice.**



Applicant/Authorized Official Signature

3-26-20

Date



Witness Signature

3-26-20

Date

Completed application can be submitted by:

Email: [gjennings@sussexcountyde.gov](mailto:gjennings@sussexcountyde.gov)

Mail: Sussex County Government  
Attention: Gina Jennings  
PO Box 589  
Georgetown, DE 19947

**SUSSEX COUNTY COUNCIL NON-PROFIT GRANT PROGRAM**  
**GUIDELINES FOR SUBMITTAL AND AFFIDAVIT OF UNDERSTANDING**

The Sussex County Council makes available a limited amount of funding to non-profit organizations that serve the citizens of Sussex County. Each application for funding shall be evaluated by Sussex County administrative staff and shall be subject to final approval from Sussex County Council.

In the attached application, each organization must outline its intended uses for the awarded funding and provide a detailed breakdown of the expenses and costs for such uses. Any funding awarded to the organization must be used in substantial conformity with anticipated expenditures of the submitted application.

All expenditures must have adequate documentation and must be expended within one (1) year of award of funds.

For non-religious organizations, all accounting records and supporting documentation shall be available for inspection by Sussex County within thirty (30) days after the organization's expenditure of the awarded funding, or within one year after the receipt of the awarded funds, whichever first occurs.

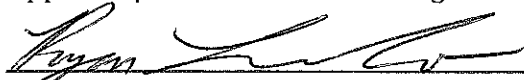
For religious organizations, all accounting records and supporting documentation shall be provided for inspection by Sussex County after the award has been made by County Council but before funding is released. Grant is relinquished if supporting documentation is not provided within one year of County Council award.

Certain programs are not eligible for funding pursuant to United States Constitution and State of Delaware Constitution. Those constitutional principles prohibit the use of funding to advance or inhibit religious activities. By signing below, the organization acknowledges that the funding shall be used exclusively for secular purposes, i.e., non-religious purposes and shall not be used to advance or inhibit religious activities.

In the event that such funding is used in violation of the requirements and assurances contained in this grant application, the awarded funding shall be reimbursed to Sussex County within a timeframe designated by Sussex County by written notice.

I acknowledge and represent on behalf of the applicant organization that I have read and understand the above statements.

  
\_\_\_\_\_  
Applicant/Authorized Official Signature

  
\_\_\_\_\_  
Witness Signature

**Executive Director**  
\_\_\_\_\_

Title

**3-26-20**  
\_\_\_\_\_

Date

*Wilson*  
*4/08/2020*  
Rev. 02/2019