

Sussex County Council Public/Media Packet

**MEETING:
August 1, 2023**

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**Sussex County Council
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Georgetown, DE 19947
(302) 855-7743**

COUNTY COUNCIL

MICHAEL H. VINCENT, PRESIDENT
JOHN L. RIELEY, VICE PRESIDENT
CYNTHIA C. GREEN
DOUGLAS B. HUDSON
MARK G. SCHAEFFER



Sussex County

DELAWARE
sussexcountyde.gov
(302) 855-7743

SUSSEX COUNTY COUNCIL

A G E N D A

AUGUST 1, 2023

1:00 P.M.

Call to Order

Approval of Agenda

Approval of Minutes – July 18, 2023

Reading of Correspondence

Public Comments

Todd Lawson, County Administrator

1. Administrator's Report

Hans Medlarz, County Engineer

1. Lochwood Community Area Expansion of the Unified Sanitary Sewer District
 - A. Recommendation to Award Construction Contract A
 - B. Recommendation to Reject Construction Contract B
2. South Coastal WRF Treatment Process Upgrade No. 3 & Rehoboth Beach WTP Capital Improvement Program, Phase 2
 - A. Electrical Construction, Project C19-17, Change Order No. 24



Grant Requests

- 1. Millsboro Little League for Senior Boys Eastern Regional Tournament**
- 2. Nanticoke River Arts Council for general operation support**
- 3. Lower Sussex Little League, Inc. for the Lower Sussex Junior Softball regionals in Connecticut**
- 4. Children's Beach House, Inc. for their Youth Development program**
- 5. Ron G. Williams Foundation, Inc. for the Delaware Law Enforcement Thank You Ride**

Introduction of Proposed Zoning Ordinances

Council Members' Comments

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

Possible action on Executive Session items

1:30 p.m. Public Hearings

Conditional Use No. 2396 filed on behalf of Noel Bowman

“AN ORDINANCE TO GRANT A CONDITIONAL USE OF LAND IN AN AR-1 AGRICULTURAL RESIDENTIAL DISTRICT FOR A PERSONAL TRAINING & MARTIAL ARTS SCHOOL TO BE LOCATED ON A CERTAIN PARCEL OF LAND LYING AND BEING IN BALTIMORE HUNDRED, SUSSEX COUNTY, CONTAINING 1.23 ACRES, MORE OR LESS” (property lying on the northeast side of Wilgus Cemetery Road [S.C.R. 381A], approximately 0.42 mile west of Bayard Road [S.C.R. 384]) (911 Address: 34615 Wilgus Cemetery Road, Frankford) (Tax Map Parcel: 533-6.00-115.08)

Conditional Use No. 2400 filed on behalf of Kent Walston, LLC

“AN ORDINANCE TO GRANT A CONDITIONAL USE OF LAND IN AN MR MEDIUM DENSITY RESIDENTIAL DISTRICT FOR MULTI-FAMILY DWELLINGS (5 UNITS) TO BE LOCATED ON A CERTAIN PARCEL OF LAND LYING AND BEING IN BALTIMORE HUNDRED, SUSSEX COUNTY, CONTAINING 1.4 ACRES, MORE OR LESS” (property lying on the east side of Kent Avenue [S.C.R. 361], approximately 350 feet north of Jefferson Bridge Road [S.C.R. 361A]) (911 Address: N/A) (Tax Map Parcel: 134-17.07-173.02)

Conditional Use No. 2403 filed on behalf of Beach Buggies, LLC

“AN ORDINANCE TO GRANT A CONDITIONAL USE OF LAND IN AN AR-1 AGRICULTURAL RESIDENTIAL DISTRICT TO AMEND CONDITIONS OF APPROVAL FOR CONDITIONAL USE NO. 1492 (ORDINANCE NO. 1653), RELATING TO CONTRACTING WORK, OFFICE WORK, AND GENERAL BUSINESS TO BE CONDUCTED ON THE SITE, AND ALSO RELATING TO OCCUPANCY OF THE UNITS AS A PRINCIPAL PLACE OF BUSINESS TO BE LOCATED ON A CERTAIN PARCEL OF LAND LYING AND BEING IN BALTIMORE HUNDRED, SUSSEX COUNTY, CONTAINING 10.80 ACRES, MORE OR LESS” (property lying on the south side of Lighthouse Road [Rt. 54], approximately 0.41-miles northwest of Dickerson Road [S.C.R. 389]) (911 Address: 38288 London Avenue Unit 51, Selbyville) (Tax Map Parcel: 533-18.00-61.01 [p/o])

Change of Zone No. 1988 filed on behalf of Jeffrey & Linda Babinski

“AN ORDINANCE TO AMEND THE COMPREHENSIVE ZONING MAP OF SUSSEX COUNTY FROM AN AR-1 AGRICULTURAL RESIDENTIAL DISTRICT TO A GR GENERAL RESIDENTIAL DISTRICT FOR A CERTAIN PARCEL OF LAND LYING AND BEING IN NORTHWEST FORK HUNDRED, SUSSEX COUNTY, CONTAINING 0.75 ACRE, MORE OR LESS” (property lying on the west side of Delaware Drive [S.C.R. 16C], approximately 566 feet south of Hickman Road [Rt. 16]) (911 Address: N/A) (Tax Map Parcel: 530-9.00-57.03)

Adjourn

-MEETING DETAILS-

In accordance with 29 Del.C. §10004(e)(2), this Agenda was posted on July 25, 2023 at 4:15 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.

The meeting will be streamed live at <https://sussexcountyde.gov/council-chamber-broadcast>.

The County provides a dial-in number for the public to comment during the appropriate time of the meeting. **Note, the on-line stream experiences a 30-second delay.**

Any person who dials in should listen to the teleconference audio to avoid the on-line stream delay.

To join the meeting via telephone, please dial:

Conference Number: 1-302-394-5036

Conference Code: 570176

Members of the public joining the meeting on the telephone will be provided an opportunity to make comments under the Public Comment section of the meeting and during the respective Public Hearing.

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

#

SUSSEX COUNTY COUNCIL - GEORGETOWN, DELAWARE, JULY 18, 2023

A regularly scheduled meeting of the Sussex County Council was held on Tuesday, July 18, 2023, at 10:00 a.m., in Council Chambers, with the following present:

Michael H. Vincent	President
John L. Rieley	Vice President
Cynthia C. Green	Councilwoman
Douglas B. Hudson	Councilman
Mark G. Schaeffer	Councilman
Todd F. Lawson	County Administrator
Gina A. Jennings	Finance Director
J. Everett Moore, Jr.	County Attorney

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

**Call to
Order**

Mr. Vincent called the meeting to order.

**M 345 23
Approve
Agenda**

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

Motion Adopted: 5 Yeas

**Vote by Roll Call: Mrs. Green, Yea; Mr. Schaeffer, Yea;
Mr. Hudson, Yea; Mr. Rieley, Yea;
Mr. Vincent, Yea**

Minutes

The minutes from July 11, 2023, were approved by consensus.

**Corre-
spondence**

There was no correspondence.

Public comments were heard.

**Public
Comments**

Mr. Jack Young from the League of Women Voters introduced a member from his organization.

**PZ
Interview**

The Council conducted a public interview for Planning and Zoning Commission nominee Mr. Brian Butler (District 2).

**M 346 23
Approve PZ
Nominee/
Butler**

A Motion was made by Mr. Rieley, seconded by Mr. Hudson, that be it moved that Sussex County Council approves the appointment of Mr. Brian Butler to the Sussex County Planning & Zoning Commission effective immediately for a term of three years until such time the term expires in

June 2026.

Motion Adopted: 4 Yeas, 1 Nay

**Vote by Roll Call: Mrs. Green, Nay; Mr. Schaeffer, Yea;
Mr. Hudson, Yea; Mr. Rieley, Yea;
Mr. Vincent, Yea**

**CC
Initiatives
Update**

Mr. Lawson provided Council with an update regarding County Council initiatives. The list of initiatives was created at the beginning of the year by Members of the Council. The initiative list was broken down into two sections – the priority list and the on-going list.

The priority list included the following initiatives: County Code update; Delaware Code updates; DelDOT initiatives; and P&Z initiatives.

The on-going list includes the following initiatives: airport construction & expansion; broadband; business park expansion; Delaware State Police support; EMS support; Fire & BLS support; and SC Land Trust & open space acquisitions.

**Adminis-
trator's
Report**

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

1. William C. "Bill" Scott

It is with sadness that we note the recent passing of William C. "Bill" Scott of Selbyville. Mr. Scott, a noted furniture businessman, designed Sussex County's official flag back in the 1970's as part of the nation's bicentennial celebration. Council formally adopted the flag on December 3, 1974. The prototype flag he designed is on display in the lobby in the County Administrative offices in Georgetown. We would like to extend our condolences to the Scott family.

2. Council Meeting Schedule

A reminder that Council will not meet on Tuesday, July 25th. The next regularly scheduled Council meeting will be held on Tuesday, August 1st at 10:00 a.m.

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

**Ocean
Outfall
Repairs**

Mark Parker, Assistant County Engineer presented a recommendation to award for the 2023 Ocean Outfall Repairs project for Council's consideration. Mr. Parker reported that five bids received with one found to be non-responsive.

M 347 23
Approve
Ocean
Outfall
Repairs

A Motion was made by Mr. Hudson, seconded by Mr. Rieley that be it moved based upon the recommendation of the Sussex County Engineering Department, that 2023 Ocean Outfall Repairs, Project G23-18 be awarded to Ballard Marine Construction for a base bid price of \$154,500, with base bid standby crew time and contingent items only used if deemed necessary per the unit prices as submitted.

Motion Adopted: 5 Yeas

Vote by Roll Call: Mrs. Green, Yea; Mr. Schaeffer, Yea;
Mr. Hudson, Yea; Mr. Rieley, Yea;
Mr. Vincent, Yea

Permission
to Prepare
& Post
Notices/Red
Fox Run
Annexation
into
SCUSSD

John Ashman, Director of Utility Planning and Design Review presented a request to prepare and post notices for Red Fox Run annexation into SCUSSD (West Rehoboth Area).

The Engineering Department received a request from the Red Fox Run HOA, to make a presentation on requesting central sewer for their community. The Engineering Department met with them at their meeting on March 4, 2023, to provide the details and potential costs. The Board requested that the department circulate polling letters to the property owners to gauge their interest in central sewer service. The responses were received over a three-month period showing 21 in favor, 14 opposed and 12 not responding.

M 348 23
Approve
Prepare &
Post
Notices/Red
Fox Run
Annexation
into
SCUSSD

A Motion was made by Mr. Schaeffer, seconded by Mr. Hudson, that be it moved that the Sussex County Engineering Department is authorized to prepare and post notices for the Red Fox Run expansion of the Sussex County Unified Sanitary Sewer District to include all parcels in the Red Fox Run subdivision as presented.

Motion Adopted: 5 Yeas

Vote by Roll Call: Mrs. Green, Yea; Mr. Schaeffer, Yea;
Mr. Hudson, Yea; Mr. Rieley, Yea;
Mr. Vincent, Yea

SC WRF/
CO No. 23
& CO. No.
29

Hans Medlarz, County Engineer presented change order no. 23 and change order no. 29 for South Coastal WRF treatment process upgrade no. 3 & Rehoboth Beach WTP capital improvement program, phase 2 for Council's consideration.

M 349 23
Approve CO
No. 29/
General
Construct-
ion

A Motion was made by Mr. Hudson, seconded by Mr. Rieley, that be it moved based upon the recommendation of the Sussex County Engineering Department that change order no. 29 for contract C19-11, South Coastal WRF treatment process upgrade no. 3 & Rehoboth Beach WTP capital improvement program, phase 2 – general construction, be approved, decreasing the contract by \$280,489.60.

Motion Adopted: 5 Yeas

**Vote by Roll Call: Mrs. Green, Yea; Mr. Schaeffer, Yea;
Mr. Hudson, Yea; Mr. Rieley, Yea;
Mr. Vincent, Yea**

**M 350 23
Approve CO
No. 23/
Electrical
Construct-
ion**

A Motion was made by Mr. Schaeffer, seconded by Mr. Hudson, that be it moved based upon the recommendation of the Sussex County Engineering Department, that change order no. 23 for contract C19-17, SCRWF treatment process upgrade no. 3 & RBWTP capital improvement program, phase 2 – electrical construction, be approved, for an increase of \$101,557.20.

Motion Adopted: 5 Yeas

**Vote by Roll Call: Mrs. Green, Yea; Mr. Schaeffer, Yea;
Mr. Hudson, Yea; Mr. Rieley, Yea;
Mr. Vincent, Yea**

**Construct
Phase
Services**

Hans Medlarz, County Engineer presented construction phase services for RK&K for professional environmental services for Council's consideration.

**M 351 23
Approve
Construct-
ion Phase
Services**

A Motion was made by Mr. Rieley, seconded by Mr. Schaeffer, that be it moved based upon the recommendation of the Sussex County Engineering Department that County Council approve the RK&K construction phase services proposal in the amount of \$96,738.42 and transfer \$16,535.25, the remaining balance of amendment no. 1 for a total of \$113,273.67.

Motion Adopted: 5 Yeas

**Vote by Roll Call: Mrs. Green, Yea; Mr. Schaeffer, Yea;
Mr. Hudson, Yea; Mr. Rieley, Yea;
Mr. Vincent, Yea**

**Minor Cap.
Projects**

Hans Medlarz, County Engineer presented minor capital projects approval for Council's consideration.

**M 352 23
Approve
Minor
Capital
Projects**

A Motion was made by Mr. Schaeffer, seconded by Mr. Hudson, that be it moved based upon the recommendation of the Sussex County Engineering Department that Council grant approval of the minor capital projects solicitation process and the issuance of purchase orders in accordance with Sussex County procurement policy.

Motion Adopted: 5 Yeas

**Vote by Roll Call: Mrs. Green, Yea; Mr. Schaeffer, Yea;
Mr. Hudson, Yea; Mr. Rieley, Yea;
Mr. Vincent, Yea**

Grant Requests

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

**M 353 23
Town of
Laurel**

A Motion was made by Mr. Rieley, seconded by Mr. Hudson to give \$1,000 (\$1,000 from Mr. Vincent's Councilmanic Grant Account) to Town of Laurel for their 4th of July fireworks display.

Motion Adopted: 5 Yeas

**Vote by Roll Call: Mrs. Green, Yea; Mr. Schaeffer, Yea;
Mr. Hudson, Yea; Mr. Rieley, Yea;
Mr. Vincent, Yea**

**M 354 23
The Society
of St.
Andrew,
Inc.**

A Motion was made by Mr. Hudson, seconded by Mr. Rieley to give \$1,500 (\$1,000 from Mr. Hudson's Councilmanic Grant Account and \$500 from Mrs. Green's Councilmanic Grant Account) to The Society of St. Andrew, Inc. for their Delmarva Gleaning Network.

Motion Adopted: 5 Yeas

**Vote by Roll Call: Mrs. Green, Yea; Mr. Schaeffer, Yea;
Mr. Hudson, Yea; Mr. Rieley, Yea;
Mr. Vincent, Yea**

**M 355 23
La
Esperanza
Inc.**

A Motion was made by Mr. Rieley, seconded by Mr. Hudson to give \$500 (\$500 from Mr. Rieley's Councilmanic Grant Account) to La Esperanza Inc. for their Comprehensive Immigration Services program.

Motion Adopted: 5 Yeas

**Vote by Roll Call: Mrs. Green, Yea; Mr. Schaeffer, Yea;
Mr. Hudson, Yea; Mr. Rieley, Yea;
Mr. Vincent, Yea**

**M 356 23
Friends of
Georgetown
Public
Library, Inc.**

A Motion was made by Mr. Rieley, seconded by Mr. Hudson to give \$500 (\$500 from Mr. Rieley's Councilmanic Grant Account) to Friends of Georgetown Public Library, Inc. for their annual 5K race.

Motion Adopted: 5 Yeas

**Vote by Roll Call: Mrs. Green, Yea; Mr. Schaeffer, Yea;
Mr. Hudson, Yea; Mr. Rieley, Yea;
Mr. Vincent, Yea**

**M 357 23
Lillette's
Foundation
for the Arts,
Inc.**

A Motion was made by Mr. Rieley, seconded by Mr. Hudson to give \$1,000 (\$1,000 from Mr. Rieley's Councilmanic Grant Account) to Lillette's Foundation for the Arts, Inc. for their Music and Me program.

Motion Adopted: 5 Yeas

Vote by Roll Call: Mrs. Green, Yea; Mr. Schaeffer, Yea;
Mr. Hudson, Yea; Mr. Rieley, Yea;
Mr. Vincent, Yea

Introduction of Proposed Ordinances Mr. Schaeffer introduced a Proposed Ordinance entitled “AN ORDINANCE TO AMEND THE COMPREHENSIVE ZONING MAP OF SUSSEX COUNTY FROM AN AR-1 AGRICULTURAL RESIDENTIAL DISTRICT TO A C-4 PLANNED COMMERCIAL DISTRICT FOR A CERTAIN PARCEL OF LAND LYING AND BEING IN LEWES AND REHOBOTH HUNDRED, SUSSEX COUNTY, CONTAINING 39.19 ACRES, MORE OR LESS” filed on behalf of Belmead Farm, LLC

Mrs. Green introduced a Proposed Ordinance entitled “AN ORDINANCE TO AMEND THE COMPREHENSIVE ZONING MAP OF SUSSEX COUNTY FROM AN AR-1 AGRICULTURAL RESIDENTIAL DISTRICT TO A C-2 MEDIUM COMMERCIAL DISTRICT FOR CERTAIN PARCELS OF LAND LYING AND BEING IN BROADKILL HUNDRED, SUSSEX COUNTY, CONTAINING 2.99 ACRES, MORE OR LESS” filed on behalf of Reed Properties, LLC

The Proposed Ordinances will be advertised for a Public Hearing.

Council Member Comments Mr. Hudson commented that Mr. Zach Gelof was called up to the Major League last week for the Oakland A’s.

Mrs. Green commented that the Town of Greenwood experienced flooding this past weekend.

M 358 23 Go into Executive Session At 11:07 a.m., a Motion was made by Mr. Hudson, seconded by Mr. Schaeffer to recess the Regular Session, and go into Executive Session to discuss matters relating to collective bargaining, land acquisition and pending/potential litigation.

Motion Adopted: 5 Yeas

Vote by Roll Call: Mrs. Green, Yea; Mr. Schaeffer, Yea;
Mr. Hudson, Yea; Mr. Rieley, Yea;
Mr. Vincent, Yea

Executive Session At 11:13 a.m., an Executive Session of the Sussex County Council was held in the Basement Caucus for the purpose of discussing matters relating to collective bargaining, land acquisition and pending/potential litigation. The Executive Session concluded at 11:44 a.m.

M 359 23 Reconvene At 11:46 a.m., a Motion was made by Mr. Hudson, seconded by Mr. Rieley, to come out of Executive Session and reconvene the Regular Session.

Motion Adopted: 5 Yeas

Vote by Roll Call: Mrs. Green, Yea; Mr. Schaeffer, Yea;
Mr. Hudson, Yea; Mr. Rieley, Yea;
Mr. Vincent, Yea

E/S Action There was no action relating to Executive Session matters.

M 360 23 A Motion was made by Mr. Schaeffer, seconded by Mr. Rieley to recess
Recess until 1:30 p.m. Public Hearings.

Motion Adopted: 5 Yeas

Vote by Roll Call: Mrs. Green, Yea; Mr. Schaeffer, Yea;
Mr. Hudson, Yea; Mr. Rieley, Yea;
Mr. Vincent, Yea

M 361 23 At 1:30 p.m., a Motion was made by Mr. Hudson, seconded by Mr. Rieley
Reconvene to reconvene.

Motion Adopted: 5 Yeas

Vote by Roll Call: Mrs. Green, Yea; Mr. Schaeffer, Yea;
Mr. Hudson, Yea; Mr. Rieley, Yea;
Mr. Vincent, Yea

Public A Public Hearing was held on the Warrington Farm Annexation into the
Hearing/ Sussex County Unified Sanitary Sewer District (West Rehoboth Area).
Warrington

Farm John Ashman, Director of Utility Planning and Design Review reported
Annexation the County approved the permission to prepare and post notices for the
into Warrington Farm Expansion of the SCUSSD on May 9, 2023. The
SCUSSD Engineering Department had received a request from Davis, Bowen &
Friedel, Inc, on behalf of their client J.G. Townsend Jr. & Co. the
owners/developers of parcel 334-12.00-123.01 off Old Landing Road. The
project is a by-right subdivision. The project will be responsible for
System Connection Charges in place at the time of request for permit.
Mr. Ashman reported that there has been no correspondence received to
date in support or opposition of the annexation.

There were no public comments.

The Public Hearing and public record were closed.

M 362 23 A Motion was made by Mr. Schaeffer, seconded by Mr. Hudson to Adopt
Adopt Resolution No. R 014 23 entitled "A RESOLUTION TO EXTEND THE
Resolution BOUNDARY OF THE SUSSEX COUNTY UNIFIED SANITARY SEWER
No. R 014 DISTRICT (SCUSSD), TO INCLUDE ONE PARCEL ON THE WEST
23/ SIDE OF OLD LANDING ROAD. THE PARCEL IS LOCATED IN THE
Warrington LEWES & REHOBOTH HUNDRED, SUSSEX COUNTY, DELAWARE

Farm **AND RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS, IN AND FOR SUSSEX COUNTY, DELAWARE”.**

Motion Adopted: 5 Yeas

**Vote by Roll Call: Mrs. Green, Yea; Mr. Schaeffer, Yea;
 Mr. Hudson, Yea; Mr. Rieley, Yea;
 Mr. Vincent, Yea**

Rules **Mr. Moore read the rules and procedures for public hearings.**

**Public Hearing/
Ord No.
23-10/
Amenities** **A Public Hearing was held on a Proposed Ordinance entitled “AN ORDINANCE TO AMEND CHAPTER 99, ARTICLE III, SECTION 99-21 “PUBLIC SITES AND OPEN SPACES” AND CHAPTER 115, ARTICLE XXV, “SUPPLEMENTAL REGULATIONS” OF THE CODE OF SUSSEX COUNTY REGARDING THE TIMING OF CONSTRUCTION FOR AMENITIES IN RESIDENTIAL DEVELOPMENTS”.**

The Planning & Zoning Commission held a Public Hearing on the Proposed Ordinance on June 8, 2023. At the meeting of June 8, 2023, the Planning & Zoning Commission recommended adoption of the Proposed Ordinance for reasons given.

Jamie Whitehouse, Planning and Zoning Director presented the Proposed Ordinance.

Mr. Robertson stated that the Proposed Ordinance mostly applies to subdivisions; that there are amenities in subdivisions; that one of the conditions that the Commission puts on is the time by which those amenities and recreational facilities must be completed; that there is a range of time frames that the amenities need to be completed but there is no consistency; that this is to make it uniform; that the Proposed Ordinance will require all amenities to be completed by 60% of the total residential building permits for the subdivision.

There were no public comments.

The Public Hearing and public record were closed.

**M 363 23
Adopt
Ordinance
No. 2938/
Amenities** **A Motion was made by Mr. Schaeffer, seconded by Mr. Hudson to Adopt Ordinance No. 2938 entitled “AN ORDINANCE TO AMEND CHAPTER 99, ARTICLE III, SECTION 99-21 “PUBLIC SITES AND OPEN SPACES” AND CHAPTER 115, ARTICLE XXV, “SUPPLEMENTAL REGULATIONS” OF THE CODE OF SUSSEX COUNTY REGARDING THE TIMING OF CONSTRUCTION FOR AMENITIES IN RESIDENTIAL DEVELOPMENTS” based on the evidence given today and the recommendation given by the Planning & Zoning Commission.**

Motion Adopted: 5 Yeas

**Vote by Roll Call: Mrs. Green, Yea; Mr. Schaeffer, Yea;
Mr. Hudson, Yea; Mr. Rieley, Yea;
Mr. Vincent, Yea**

**Public
Hearing/
CU2421**

A Public Hearing was held on a Proposed Ordinance entitled “AN ORDINANCE TO GRANT A CONDITIONAL USE OF LAND IN AN AR-1 AGRICULTURAL RESIDENTIAL DISTRICT FOR AN EVENTS VENUE TO BE LOCATED ON A CERTAIN PARCEL OF LAND LYING AND BEING IN DAGSBORO HUNDRED, SUSSEX COUNTY, CONTAINING 46.17 ACRES, MORE OR LESS” (properties lying on the south side of Phillips Hill Road [S.C.R. 472], approximately 0.63 mile west of Revel Road [S.C.R. 410]) (911 Address: 22518 Phillips Hill Road, Millsboro) (Tax Map Parcels: 133-19.00-21.00 & 22.00) filed on behalf of Jonathan & Laura Brittingham

The Planning & Zoning Commission held a Public Hearing on the application on June 8, 2023. At the meeting of June 22, 2023, the Planning & Zoning Commission recommended approval of the application for the 8 reasons and subject to the 9 recommended conditions as outlined.

Jamie Whitehouse, Planning and Zoning Director presented the application.

The Council found that Ms. Mackenzie Peet, Esq., with Saul Ewing, LLP, spoke on behalf of the Applicants, Jonathan & Laura Brittingham. Ms. Peet stated the Applicants are requesting a Conditional Use of land in an AR-1 (Agricultural Residential) district for properties located on Phillips Hill Rd. in Millsboro; that parcel 21 is the larger parcel of land consisting of approximately 32 acres; that the aerial imagery shown on Sussex County’s mapping is not up to date, as the reflected chicken houses have been removed; that the proposed use of an event venue is to be located primarily to the right of the site; that a copy of an updated plan was submitted; that Brittingham Farms was originally a green farm located in Millsboro; that the farm is almost a century old and has been open to the public, selling products grown on-site; that the public has benefitted from the access to their lavender fields since 2020; that Brittingham Farms is specifically known for their Lavender and Land experience; that the lavender bloom season is between June to August; that those who visit the farm have the opportunity to walk through the lavender fields; that there is a total of 3,200 lavender plants currently; that patrons can watch distillation of all the lavender plants, where the plants are turned into oil; that Brittingham Farms collaborates with many local philanthropic, educational and charitable groups; that Brittingham Farms is listed as one of the Department of Agriculture’s agritourism attractions in Sussex County; that Brittingham Farms requests to expand its offerings to allow for onsite events that may not otherwise fall within the agritourism activity exemption; that the Brittingham’s are looking to offer events such as weddings, showers, benefits, dinners, festivals and parties, and therefore are seeking Conditional Use approval for an event; that in the event of rain, events may potentially be held in what is currently an equipment garage, that

Public
Hearing/
CU2421
(continued)

will be repurposed contingent on the approval of the Conditional Use request; that the Applicant is in agreement with all of the proposed conditions recommended by the Commission; that a later time for events was requested to go until 11:00 p.m. rather than 10:00 p.m. on Friday and Saturday; that the first reason provided by the Commission limited the use to the roughly half acre piece; that she wanted to be clear that the use would also potentially be used in another building.

There were no public comments.

The Public Hearing and public record were closed.

M 364 23
Amend
Reason No.
1/CU2421

A Motion was made by Mr. Rieley, seconded by Mr. Schaeffer to change the reason on No. 1 to remove the language “will occur on a .4674-acre area within a larger 46.17-acre” and instead state “the use shall occur on a 46.17-acre.

Motion Adopted: 5 Yeas

Vote by Roll Call: Mrs. Green, Yea; Mr. Schaeffer, Yea;
Mr. Hudson, Yea; Mr. Rieley, Yea;
Mr. Vincent, Yea

M 365 23
Adopt
Ordinance
No. 2939/
CU2421

A Motion was made by Mr. Hudson, seconded by Mr. Schaeffer to Adopt Ordinance No. 2939 entitled “AN ORDINANCE TO GRANT A CONDITIONAL USE OF LAND IN AN AR-1 AGRICULTURAL RESIDENTIAL DISTRICT FOR AN EVENTS VENUE TO BE LOCATED ON A CERTAIN PARCEL OF LAND LYING AND BEING IN DAGSBORO HUNDRED, SUSSEX COUNTY, CONTAINING 46.17 ACRES, MORE OR LESS” for the reasons and conditions given by the Planning and Zoning Commission as follows and as amended by this Council:

1. The use will occur on a 46.17-acre parcel of land owned by the applicant. This larger parcel is currently being used for agricultural purposes and the record shows that it is now planted with 3,200 lavender plants.
2. The use will occur within renovated agricultural buildings and the areas surrounding those buildings.
3. This use is an extension of the prior and ongoing agricultural use of the property. It is also consistent with the agricultural uses that occur on the surrounding farmland. The use is an “agritourism” location in Sussex County.
4. The Applicant intends to hold events that include weddings, birthday parties, festivals, dinners, parties, and similar functions with limited hours.
5. The site will have sufficient areas for parking.
6. With the conditions and limitations placed upon this Conditional Use, it will not adversely affect neighboring properties or area roadways.
7. The use promotes agricultural activities in Sussex County and is an

**M 365 23
Adopt
Ordinance
No. 2939/
CU2421
(continued)**

- innovative agritourism destination.**
- 8. No parties appeared in opposition to the Application.**
 - 9. This recommendation is subject to the following conditions:**
 - A. The area shall be an events venue for weddings, benefits, concerts, dinners, festivals, parties, and similar activities.**
 - B. The area set aside for the Conditional Use, including all areas to be used for parking, shall be clearly shown on the Final Site Plan.**
 - C. All events shall end no later than 12:00 a.m. on Friday and Saturday nights, with all music ending at 11:00 p.m. On all other days of the week, all events shall end by 10:00 p.m.**
 - D. Any food and beverage service shall be provided by catering services. No permanent on-site kitchen facilities shall be permitted except for warming or final food prep as needed.**
 - E. Portable toilet facilities may be used during events as needed.**
 - F. All parking areas shall be shown on the Final Site Plan and clearly marked on the site itself. The interior driveways and parking areas shall contain sufficient space for vehicles and shuttle buses to turn around completely on the site.**
 - G. All activities on the premises shall comply with Fire Marshal, parking capacity, and general permitting requirements.**
 - H. All entrance locations shall be subject to the review and approval of DeIDOT.**
 - I. The Final Site Plan shall be subject to the review and approval of the Sussex County Planning & Zoning Commission.**

Motion Adopted: 5 Yeas

**Vote by Roll Call: Mrs. Green, Yea; Mr. Schaeffer, Yea;
Mr. Hudson, Yea; Mr. Rieley, Yea;
Mr. Vincent, Yea**

**Public
Hearing/
CU2423**

A Public Hearing was held on a Proposed Ordinance entitled “AN ORDINANCE TO GRANT A CONDITIONAL USE OF LAND IN AN AR-1 AGRICULTURAL RESIDENTIAL DISTRICT FOR A COMMERCIAL KITCHEN TO BE LOCATED ON A CERTAIN PARCEL OF LAND LYING AND BEING IN CEDAR CREEK HUNDRED, SUSSEX COUNTY, CONTAINING 1.01 ACRES, MORE OR LESS” (property lying on the east side of Calhoun Road [S.C.R. 621], approximately 0.79 mile south of Shawnee Road [Route 36]) (911 Address: 7485 Calhoun Road, Milford) (Tax Map Parcel: 130-6.00-94.02) filed on behalf of Jennifer C. Attix

The Planning & Zoning Commission held a Public Hearing on the applications on June 8, 2023. At the meeting of June 8, 2023, the Planning & Zoning Commission recommended approval of the application for the 6 reasons and subject to the 10 recommended conditions as outlined.

Jamie Whitehouse, Planning and Zoning Director presented the

**Public
Hearing/
CU2423
(continued)**

application.

The Council found that Ms. Jennifer Attix spoke on behalf of her application. Ms. Attix stated she lives on the property; that she requests permission to place a commercial kitchen in her garage; that she has been a massage therapist in Delaware for the past 18 years; that massage is a strenuous business; that because of the health of her body, she desires to change careers; that she does not want to be dependent on the government to support her daughter and herself; that she intends to support her daughter and herself by opening her newly proposed business; that she lost her husband in September 2021; that her heart and her body are telling her she needs to do something different concerning her career; that she and her husband would always have family and friends over for meals, and they frequently cooked together; that she had not done much cooking since her husband's death; that she is proposing a meal prep, take-out food business, to be called Kitchen Coop; that she feels it is a way she can continue her passion of feeding people, while also honoring the memory of her husband; that the concept for the Kitchen Coop is simple; that a menu will be posted on social media, containing a link to click on and order; that there will be sign up time slots under the menu items; that customers will sign up, pay, and will be provided a pick up day and time; that there will not be any offering for dining in; that the business will be take-out only; that many people work, leaving them with little time to cook, or they may not like to cook; that in these circumstances, Kitchen Coop will come in and hopefully help families in the community; that the adjacent property is owned by a relative; that there are no houses around her property, only equipment sheds and fields; that she is not proposing any additional lighting, however, in the event she did, she did not anticipate it would impact anyone; that currently there is a fence contract signed by herself and the adjacent property owner, her relative; that the contract states a fence will be placed between her driveway and the adjacent driveway located next to hers; that she recently received her approval to construct from the Board of Health; that the Board of Health have approved her Site Plan, commercial equipment and materials; that she has not yet began operation, as her business is brand new; that she is unsure of her proposed number of hired employees, as her business is in its beginning phase; that her business will be a family operated business; that she would estimate hiring three to four non-related employees in the future; that currently, she is unsure the amount of customers she will have; that in the beginning phase, she intend to offer a limited menu per day; that during this beginning phase, she will only be working on Mondays, as she will still be providing massage services until the new business takes off; that she anticipated as many as 50 to 100 meals be prepared on the one day; that some of the meals will be family size, serving two to four people; that other meals will be individual portions; that she anticipated no more than 25 to 30 vehicles to visit the site per day; that all customers will have assigned pick up times; that she has a good sized driveway and the property offers plenty of parking for customers; that parking can also be utilized behind her garage; that she also has a signed letter of support from Senator Dave Wilson; that Senator Wilson believes in her and the service she will be offering and she hoped the Council would believe in her and her new business endeavor as

well.

There were no public comments.

The Public Hearing and public hearing were closed.

**M 366 23
Adopt
Ordinance
No. 2940/
CU2423**

A Motion was made by Mrs. Green, seconded by Mr. Hudson to Adopt Ordinance No. 2940 entitled “AN ORDINANCE TO GRANT A CONDITIONAL USE OF LAND IN AN AR-1 AGRICULTURAL RESIDENTIAL DISTRICT FOR A COMMERCIAL KITCHEN TO BE LOCATED ON A CERTAIN PARCEL OF LAND LYING AND BEING IN CEDAR CREEK HUNDRED, SUSSEX COUNTY, CONTAINING 1.01 ACRES, MORE OR LESS” for the reasons and conditions given by the Planning and Zoning Commission as follows:

- 1. This is an application to allow a commercial kitchen within an existing structure on property owned by the Applicant. It will occur within a 24’ by 40’ garage that is attached to the Applicant’s home.**
- 2. The kitchen will be used to support the Applicant’s personal meal preparation and catering business, being known as the Kitchen Coop. This will be take-out only, and no dining will occur onsite.**
- 3. Based upon the record, the use of a commercial kitchen will not generate a significant amount of traffic through deliveries or customers.**
- 4. There are no nearby homes of other ownership, and the use will not adversely affect neighboring properties, the community, or area roadways.**
- 5. The use provides a needed service for nearby residents and families who are unable or unwilling to cook for themselves. As a result, it has a public or semi-public use.**
- 6. No parties spoke in opposition to this Application.**
- 7. This recommendation is subject to the following conditions:**
 - A. The use shall be limited to a commercial kitchen.**
 - B. No sit-down dining shall be allowed on the site.**
 - C. Customers shall make reservations so that the food pickups are staggered to avoid traffic congestion on the site and adjacent roadways.**
 - D. The use shall comply with all setback and parking requirements.**
 - E. As stated by the Applicant, there shall be a fence constructed between the Applicant’s driveway and the neighbor’s driveway, so that none of the Applicant’s customers use the wrong driveway.**
 - F. The Applicant shall comply with all DelDOT requirements.**
 - G. Any dumpsters or trash containers associated with the use shall be screened from view of neighboring properties and roadways.**
 - H. The use shall comply with any Federal, State, or Local requirements regarding wastewater and grease discharges.**
 - I. One lighted sign shall be permitted. It shall not be larger than 32 square feet on each side.**

**M 366 23
Adopt
Ordinance
No. 2940/
CU2423
(continued)**

J. The Final Site Plan for this use shall be subject to the review and approval of the Sussex County Planning and Zoning Commission.

Motion Adopted: 5 Yeas

**Vote by Roll Call: Mrs. Green, Yea; Mr. Schaeffer, Yea;
Mr. Hudson, Yea; Mr. Rieley, Yea;
Mr. Vincent, Yea**

**Public
Hearing/
CU2437**

A Public Hearing was held on a Proposed Ordinance entitled “AN ORDINANCE TO GRANT A CONDITIONAL USE OF LAND IN AN AR-1 AGRICULTURAL RESIDENTIAL DISTRICT FOR BOAT AND RV STORAGE TO BE LOCATED ON A CERTAIN PARCEL OF LAND LYING AND BEING IN BALTIMORE HUNDRED, SUSSEX COUNTY, CONTAINING 7.95 ACRES, MORE OR LESS” (property lying on the north side of Burton Farm Road [S.C.R. 373] and the west side of Blackwater Road [S.C.R. 374] at the intersection of Burton Farm Road [S.C.R. 373] and Blackwater Road [S.C.R. 374]) (911 Address: 34309 Burton Farm Road, Frankford) (Tax Map Parcel: 134-15.00-19.02 [p/o]) filed on behalf of James R. Powell

The Planning & Zoning Commission held a Public Hearing on the application on June 8, 2023. At the meeting of June 22, 2023, the Planning & Zoning Commission recommended approval of the application for the 6 reasons and 12 recommended conditions as outlined.

Jamie Whitehouse, Planning and Zoning Director presented the application.

The Council found that Ms. Judy Powell spoke on behalf of the Application. Mrs. Powell stated she represented her husband and herself; that her husband could not attend the meeting, as he drives a school bus; that they request a Conditional Use for boat and RV storage to be located on 7.95 acres of their 13.55 total acres of property; that there would be a six-foot fence with barbwire on top; that they are proposing lighting that she believes would not affect the neighbors; that there is a 20-foot buffer on the outside of the fence; that there will be a key card or code for people to get in and out which will be a sliding gate; that she is in an area where there is 2-3 large developments pending approval; that there would be security.

Public comments were heard.

Mr. Greg Powell spoke in opposition of the application; that he lives near the proposed property; that he is going to have to look at the cars and buses coming out of his lane; that he believes this will affect the value of his property; that he believes that it will bring crime to the area of people trying to steal items; that he is opposed to this because it is agricultural and he believes it should stay that way.

**Public
Hearing/
CU2437
(continued)**

Ms. Sharon Davis spoke in opposition of the application; that she owns all of the property to the left consisting of about 36 acres; that she believes that it will affect the value of her property; that she has a renter in one of the houses that is almost to the lane; that she believes if she ever desires to develop, people will not want to see this in their front yards.

The Public Hearing and public record were closed.

**M 367 23
Adopt
Ordinance
No. 2941/
CU2437**

A Motion was made by Mr. Hudson, seconded by Mr. Rieley to Adopt Ordinance No. 2941 entitled “AN ORDINANCE TO GRANT A CONDITIONAL USE OF LAND IN AN AR-1 AGRICULTURAL RESIDENTIAL DISTRICT FOR BOAT AND RV STORAGE TO BE LOCATED ON A CERTAIN PARCEL OF LAND LYING AND BEING IN BALTIMORE HUNDRED, SUSSEX COUNTY, CONTAINING 7.95 ACRES, MORE OR LESS” for the reasons and conditions given by the Planning and Zoning Commission as follows:

- 1. The Applicant seeks approval for an RV and boat storage facility on approximately 7.95 acres.**
- 2. There is a need for the use proposed by the Applicant in this area of Sussex County. There are many nearby residential developments that prohibit the storage or parking of boats and RVs within them. This is an appropriate, convenient location that addresses the need for off-site storage of their boats and RVs.**
- 3. The Applicant has stated that access will be limited and will be controlled by keycards. As a result, the use will not have a substantial impact upon area roadways.**
- 4. The project, with the conditions and stipulations imposed upon it, will not have an adverse impact upon the neighboring properties or community.**
- 5. The use as a boat and RV storage facility is of a public or semi-public character and is desirable for the general convenience and welfare of residents in this area of Sussex County.**
- 6. No parties appeared in opposition to this Application.**
- 7. This recommendation for approval is subject to the following conditions:**
 - A. The use shall be limited to the storage of boats and RVs. No other storage of vehicles or equipment shall occur on the site.**
 - B. The facility shall only be accessible from 6:00 am until dusk and access to the site shall be locked to prevent after-hours access.**
 - C. The perimeter of the site shall be fenced with a 6-foot-high fence that screens the property from neighboring and adjacent properties and roadways.**
 - D. There shall be a landscaping buffer between the outside of the fence and any adjacent residential properties to screen the use and the fence from those adjacent homes. The Final Site Plan for this use**

**M 367 23
Adopt
Ordinance
No. 2941/
CU2437
(continued)**

- shall show the location of this buffer and it shall include a landscaping plan for it.
- E. No sales or maintenance of boats or RVs shall occur on the site.**
 - F. All security lighting shall be shielded and downward screened so that it does not shine on neighboring properties or roadways.**
 - G. No more than 250 boats and RVs shall be permitted on the site.**
 - H. The use shall be subject to all DelDOT requirements regarding the entrance and roadway improvements necessary to provide access to the site.**
 - I. No hazardous materials or fuel shall be stored on the property other than what may be in the tanks of boats and RVs located on the site.**
 - J. One lighted sign shall be permitted on the site. It shall not exceed 32 square feet in size.**
 - K. No junked or unregistered boats, boat trailers, or RVs shall be stored on the site.**
 - L. The final site plan shall be subject to the review and approval of the Sussex County Planning & Zoning Commission.**

Motion Adopted: 5 Yeas

**Vote by Roll Call: Mrs. Green, Yea; Mr. Schaeffer, Yea;
Mr. Hudson, Yea; Mr. Rieley, Yea;
Mr. Vincent, Yea**

**Public
Hearing/
CZ1982**

A Public Hearing was held on a Proposed Ordinance entitled “AN ORDINANCE TO AMEND THE COMPREHENSIVE ZONING MAP OF SUSSEX COUNTY FROM AN MR-RPC MEDIUM RESIDENTIAL–RESIDENTIAL PLANNED COMMUNITY DISTRICT TO AN MR-RPC MEDIUM RESIDENTIAL–RESIDENTIAL PLANNED COMMUNITY DISTRICT AND TO AMEND CONDITIONS OF APPROVAL OF CHANGE OF ZONE NO. 1474 (ORDINANCE NO. 1572) RELATING TO THE REQUIREMENT TO PROVIDE A PARK AND RIDE FACILITY FOR A CERTAIN PARCEL OF LAND LYING AND BEING IN INDIAN RIVER HUNDRED, SUSSEX COUNTY, CONTAINING 3.2 ACRES, MORE OR LESS” (property lying on the west side of Bay Farm Road [S.C.R. 299] and the east side of Starling Lane, approximately 0.56 mile southeast of John J. Williams Highway [Route 24]) (911 Address: N/A) (Tax Map Parcel: 234-29.00-248.04) filed on behalf of Peninsula Lakes, LLC

The Planning & Zoning Commission held a Public Hearing on the application on June 8, 2023. At the meeting of June 22, 2023, the Planning & Zoning Commission recommended approval of the application for the 8 reasons as outlined.

Jamie Whitehouse, Planning and Zoning Director presented the application.

The Council found that Mr. Tim Green, Development Manager for Peninsula Lakes, spoke on behalf of the Applicant, Peninsula Lakes, LLC,

**Public
Hearing/
CZ1982
(continued)**

as well as the residents of the Peninsula Lakes community; that the Peninsula Lakes was approved in 2008 with the condition that a Park & Ride be constructed on the community, at a location determined by DART; that in 2021, as development activities moved in the direction of the proposed location for the Park & Ride, he began receiving a lot of feedback and pushback from residents related to the Park & Ride facility; that the residents came out in droves expressing their concerns for the impacts the parking lot could potentially have on their community; that as a result of this, he reached out to DART to learn more about what a Park & Ride facility entailed; that he was surprised to learn that DART was unaware of the imposed condition for the project, and DART had no plans to service a facility at Peninsula Lakes; that at the request of DART, he reached out to the residents to gather their input via survey; that in 2021 they surveyed 350 residents to determine if the proposed facility would be supported by them; that the results were very clear, and the residents did not want the Park & Ride; that 95% of respondents were opposed to the condition in 2021; that the most recent survey conducted in June 2023, 98% of respondents were opposed to the condition; that residents cited concerns regarding increased traffic, being the primary concern, trash, maintenance costs, insurance, loitering, pollution, and various other concerns; that the bus service could potentially start as early as 5:15 a.m. and finish as late as 10:30 p.m.; that the residents of Peninsula Lakes do not feel a residential community is an appropriate location for a Park & Ride facility, especially being located at the entrance; that the current design does not comply with current DART specifications for Park & Ride facilities, and would require re-engineering; that with this information in mind, Mr. Kaufmann, being the fixed route planner with DART, determined that DART would not service the facility if constructed; that a letter stating Mr. Kaufmann's official determination was submitted in the record; that currently, the community is obligated to build a Park & Ride facility that is not supported by the residents or by DART; that if they are still required to build the facility by the County, it would immediately become a vacant parking lot, potentially inviting unwanted behaviors by non-residents; that current residents and the board members desire more open space for passive recreation and enhanced landscaping, and these are the things he is prepared to provide, should the Park & Ride condition be removed; that not only is the open space welcomed by the residents, the reduction of impervious surfaces is something everyone can support and for the reasons stated he requested the Council approve the request to amend the Conditions of Approval for Peninsula Lakes, to remove Condition 17.

There were no public comments.

The Public Record and public comment were closed.

**M 368 23
Adopt
Ordinance
No. 2942/**

A Motion was made by Mr. Hudson, seconded by Mr. Schaeffer to Adopt Ordinance No. 2942 entitled "AN ORDINANCE TO AMEND THE COMPREHENSIVE ZONING MAP OF SUSSEX COUNTY FROM AN MR-RPC MEDIUM RESIDENTIAL-RESIDENTIAL PLANNED

CZ1982

COMMUNITY DISTRICT TO AN MR-RPC MEDIUM RESIDENTIAL-RESIDENTIAL PLANNED COMMUNITY DISTRICT AND TO AMEND CONDITIONS OF APPROVAL OF CHANGE OF ZONE NO. 1474 (ORDINANCE NO. 1572) RELATING TO THE REQUIREMENT TO PROVIDE A PARK AND RIDE FACILITY FOR A CERTAIN PARCEL OF LAND LYING AND BEING IN INDIAN RIVER HUNDRED, SUSSEX COUNTY, CONTAINING 3.2 ACRES, MORE OR LESS” for the reasons given by the Planning and Zoning Commission as follows:

- 1. When Change in Zone No. 1474 and Ordinance No. 1572 were approved for the Peninsula Lakes MR-RPC, that approval included a condition requiring a “Park & Ride” facility within the development. Specifically, ConditionNo.7 of the MR-RPC approval stated as follows:
*“The development shall contain a “Park & Ride” parking and pick up facility available to the public at a location to be determined by DART and subject to Site Plan Review by DelDOT and the Planning & Zoning Commission. These improvements shall be completed within two (2) years of the issuance of the first building permit.”***
- 2. The residents of Peninsula Lakes were surveyed about the possibility of a Park & Ride facility within their development. Comments were solicited from 100% of the existing property owners. Of the 259 results received, 253 residents did not want the Park & Ride facility within their development. That represents 98% of the people who responded. That is a substantial majority in favor of the removal of the Park & Ride condition of approval.**
- 3. DelDOT and DTC have no objection to the removal of the Park & Ride facility. The Applicant testified that DelDOT and DTC were not aware of the proposed location and have no plans to construct a Park & Ride facility within this development. A representative of DTC confirmed this by testifying during the hearing.**
- 4. Because DelDOT and DTC have stated that there are no plans to install a Park & Ride facility in this location and they are not going to do so, compliance with this condition is impossible. For that reason, it should be deleted.**
- 5. Reasons given by the community in support of the removal of this condition included increased noise within the residential development; pedestrian and vehicular safety concerns; increased exhaust and pollution within the development; additional wear and tear on subdivision streets from the large buses and additional traffic; the impact of increased light pollution from the use; and other factors. These are all viable reasons and support the deletion of this condition. There is no compelling reason to place a large public transportation hub and all that is involved with that type of use within this residential community.**
- 6. It is likely that a Park & Ride facility is appropriate for this area of the County. However, there are much more appropriate locations for such a use that are in closer proximity to Route 24, have greater**

**M 368 23
Adopt
Ordinance
No. 2942/
CZ1982
(continued)**

visibility to the traveling public, and are generally more accessible to everyone using the system.

- 7. Finally, there is no clarity in the record from the original approval justifying this Park & Ride facility in the first place.**
- 8. For all of these reasons, it is appropriate to delete Condition No.7 from the Conditions of Approval of the Peninsula Lakes MR-RPC.**

Motion Adopted: 5 Yeas

**Vote by Roll Call: Mrs. Green, Yea; Mr. Schaeffer, Yea;
Mr. Hudson, Yea; Mr. Rieley, Yea;
Mr. Vincent, Yea**

**Public
Hearing/
CZ1990**

A Public Hearing was held on a Proposed Ordinance entitled “AN ORDINANCE TO AMEND THE COMPREHENSIVE ZONING MAP OF SUSSEX COUNTY FROM AN AR-1 AGRICULTURAL RESIDENTIAL DISTRICT AND MR MEDIUM DENSITY RESIDENTIAL DISTRICT TO A C-2 MEDIUM COMMERCIAL DISTRICT FOR CERTAIN PARCELS OF LAND LYING AND BEING IN BROADKILL HUNDRED, SUSSEX COUNTY, CONTAINING 1.76 ACRES, MORE OR LESS” (properties lying on the southeast side of Learning Lane and the northwest side of Best Lane, at the intersection of Coastal Highway [Rt. 1] and Best Lane) (911 Address: 31169 & 31174 Learning Lane, Lewes) (Tax Map Parcels: 235-23.00-53.02 & 53.04) filed on behalf of Beach Partners, LLC

The Planning & Zoning Commission held a Public Hearing on the application on June 8, 2023. At the meeting of June 8, 2023, the Planning & Zoning Commission recommended approval of the application for the 8 reasons as outlined.

Jamie Whitehouse, Planning and Zoning Director presented the application.

The Council found that Mr. Mark Davidson, Principal Land Planner with Pennoni Associates, spoke on behalf of the Applicant and Owner, Mr. Sean Toner. Mr. Davidson stated that Mr. Toner, was unable to attend the meeting, so he would proceed on his behalf; that the Application is to request a rezoning of lands located within the AR-1 (Agricultural Residential) and MR (Medium-Density Residential) Districts, located on a total of 1.76 acres in the Broadkill Hundred; that the property is located on the west side of Coastal Hwy. and the on the north side of Best Lane; that the Applicant is requesting the lands to be rezoned to the C-2 (Medium Commercial) District; that the properties were purchased by Beach Partners, LLC on March 23, 2001; that Mr. Toner is the managing member of Beach Partners, LLC; that these properties are the home of Beach Babies and Beach Buddies childcare facilities; that the facilities have been providing care for infants to children 12 years of age, for the last 22 years, in this location; that Mr. Toner has additional locations located in Rehoboth, Milford and Townsend; that the properties are bordered on the east by Coastal Hwy., which is a principal

**Public
Hearing/
CZ1990
(continued)**

arterial; that the property is bordered on the west side by open space and recreational area belonging to that property; that the site access is provided by Learning Lane, being accessed off Best Lane; that Delaware Guidance Services for Children is located to the north of the site; that the properties have been the subject of three approved Special Use Exceptions, dating back to March 2000, March 2002 and January 2012, in relation to the childcare center and daycare facility; that the approvals can be found within Tab 3 of the submitted booklet; that in Ordinance 2550, Sussex County Council desired to create a more specific C-2 (Medium Commercial) Zoning District, with smaller, more related uses within the district to promote better planning and predictability within Sussex County; that the purpose of the C-2 (Medium Commercial) District is to support uses that include retail sales and performance of consumer services, that permit a variety of retail professional service businesses; that the two existing facilities provide the service of daycare; that approval of the application to C-2 for a commercial rezoning will allow Beach Partners, LLC to continue expanding their business plan of childcare facilities and programs in the community, recognizing benefits in the form of a better financial position when seeking funding, as well as to expand on promotional awareness of the programs they provide daily; that the proposed rezoning for this property is in the vicinity of other commercially zoned properties; that the submitted zoning maps reflect many smaller lots along the frontage, that border along Coastal Hwy. are all zoned for commercial; that there are some Conditional Uses along these areas as well, but primarily it is commercial activity happening along that section of the highway; that on the opposite side of the highway, there are commercially zoned properties; that they feel the rezoning will not diminish or impair property values within the neighborhood, will not create a public nuisance or result in any increase in public expenditures; that the site is completely built, occupying both Beach Babies and Beach Buddies on the two existing sites; that according to the 2019 Sussex Comprehensive Plan the properties are located within the Coastal Area, which is a Growth Area; that the Comprehensive Plan seeks to encourage the County's most concentrated forms of new development to Growth Areas, including commercial development; that Comprehensive Plan suggests that each application should be reviewed on its own merit to ensure that it does not have a negative impact on the surrounding area or the County in general; that the Growth Area is an area which promotes growth and development in areas where capital facilities and infrastructure already exist; that the site currently has access off Best Lane; that there are no new entrances being requested for the site; that the site is located within Tier I of the Sussex County Sanitary Sewer District; that Tidewater Utilities will provide water to the site; that there is a future expansion of Coastal Hwy., with an overpass coming off Cave Neck Rd.; that a new northbound lane will be constructed, with the old northbound lane becoming the new southbound lane, further pushing the property away from the existing highway; that the site will have easy access to the highway system, as it will be accessed off the service road; that the rezoning will allow for continued funding for the Applicant's operations, and will allow him to promote with better signage; that Coastal Areas are areas that can accommodate development, provided special environmental concerns are

**Public
Hearing/
CZ1990
(continued)**

addressed; that an Environmental Assessment Report was provided for the Application; that according to the State Strategies for Policies and Spending, the properties are located within Level 2 and Level 3; that the properties are located within Flood Zone X; that there are no wetlands located on the properties; that the properties are located within an Excellent Groundwater Recharge Area, as well as a Wellhead Protection Area; that the site has already been developed, and the Applicant is not requesting any further improvements; that the proposed rezoning meets the general purpose of the Zoning Ordinance, being located in an appropriate location, by meeting the purpose of the district and the Future Land Use Plan, the strategies and objectives of the Comprehensive Plan, that promotes growth and development of through community design, mobility, utilities, transportation, and economic development, in an area where a general mixture of commercial and service activities currently exist and is essential and desirable for the general convenience, orderly growth, prosperity and welfare of the County.

There were no public comments.

The Public Hearing and public record were closed.

**M 369 23
Adopt
Ordinance
No. 2943/
CZ1990**

A Motion was made by Mr. Schaeffer, seconded by Mr. Hudson to Adopt Ordinance No. 2943 entitled “AN ORDINANCE TO AMEND THE COMPREHENSIVE ZONING MAP OF SUSSEX COUNTY FROM AN AR-1 AGRICULTURAL RESIDENTIAL DISTRICT AND MR MEDIUM DENSITY RESIDENTIAL DISTRICT TO A C-2 MEDIUM COMMERCIAL DISTRICT FOR CERTAIN PARCELS OF LAND LYING AND BEING IN BROADKILL HUNDRED, SUSSEX COUNTY, CONTAINING 1.76 ACRES, MORE OR LESS” for the reasons given by the Planning and Zoning Commission as follows:

1. C-2 (Medium Commercial) Zoning is designed to support retail sales and the performance of consumer services. It is intended to be located near arterial and collector roads. The property’s location along Route 1 satisfies this intent.
2. The Applicant’s property is currently split-zoned as MR and AR-1 along Route One. It is currently used for business purposes as a daycare facility for children up to 12 years of age, approved by the County. There are also other commercially zoned properties in the area with C-1 zoning on the opposite side of Route 1 and B-1 in the immediate vicinity of this site. There are also a number of small businesses, offices, and commercial uses nearby. This is an appropriate location for C-2 zoning.
3. C-2 Zoning at this location along Route One will benefit nearby residents of Sussex County by providing a convenient location for retail uses or consumer services.
4. There is no evidence that this rezoning will have an adverse impact on neighboring properties or area roadways.
5. The site is in the “Coastal Area” according to the Sussex County Land Use Plan and Future Land Use Map. This is an appropriate

**M 369 23
Adopt
Ordinance
No. 2943/
CZ1990
(continued)**

location for C-2 Zoning according to the Plan.

- 6. The proposed rezoning meets the general purpose of the Zoning Code by promoting the orderly growth, convenience, order prosperity, and welfare of the County.**
- 7. No parties appeared in opposition to the rezoning application.**
- 8. Any future changes to the use of the property will be subject to Site Plan review by the Sussex County Planning and Zoning Commission.**

Motion Adopted: 5 Yeas

**Vote by Roll Call: Mrs. Green, Yea; Mr. Schaeffer, Yea;
Mr. Hudson, Yea; Mr. Rieley, Yea;
Mr. Vincent, Yea**

**M 370 23
Adjourn**

A Motion was made by Mr. Schaeffer, seconded by Mr. Hudson to adjourn at 2:34 p.m.

Motion Adopted: 5 Yeas

**Vote by Roll Call: Mrs. Green, Yea; Mr. Schaeffer, Yea;
Mr. Hudson, Yea; Mr. Rieley, Yea;
Mr. Vincent, Yea**

Respectfully submitted,

**Tracy N. Torbert
Clerk of the Council**

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

ENGINEERING DEPARTMENT

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Sussex County

DELAWARE
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Memorandum

TO: Sussex County Council
The Honorable Michael H. Vincent, President
The Honorable John L. Rieley, Vice President
The Honorable Cynthia C. Green
The Honorable Douglas B. Hudson
The Honorable Mark G. Schaeffer

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

DATE: August 1, 2023

RE: *Lochwood Community Area Expansion of the Unified Sanitary Sewer District*
A. Recommendation to Award Construction Contract A
B. Recommendation to Reject Construction Contract B
C. DBF, Inc. Approval of Revised Contract

The Lochwood Property Owners Association requested an Engineering Department presentation regarding County sewer service at their annual community meeting on October 27, 2018. At that meeting, the majority of the members present, requested the County distribute a polling letter to all property owners. The responses to the polling letter being favorable the Engineering Department conducted a public hearing on September 7, 2019. The results from the public hearing were presented to County Council on September 17, 2019, and Council voted to extend the Sussex County Unified Sanitary Sewer District to include the Lochwood Community.

In April of 2022, the Engineering Department finalized the Preliminary Engineering Report and the Environmental Information Documents required for submittal of the funding application to USDA – Rural Development. On May 14, 2020, these Documents were combined with the overall funding application prepared by the Finance Department and filed with USDA/Rural Development, Rural Utility Service for approximately \$8,440,000. On May 21, 2021, the County accepted the letter of conditions and on May 24, 2021, approved the obligating documents associated in the loan amount of \$4,723,000 and \$3,717,000 of grant funding.

On June 15, 2021, Council approved the USDA Loan Resolution and introduction of the associated debt ordinance authorizing the issuance of up to \$4,287,000 of general obligation bonds of Sussex County in connection with the construction and equipping of the Lochwood Expansion of the Unified Sanitary Sewer District as well as the companion grant agreement. The associated ordinance was approved on July 13, 2021.



On May 14, 2019, County Council awarded a five (5) year base contract for miscellaneous engineering services to Davis, Bowen & Friedel, Inc. (DBF) Since then, Council has approved five amendments for various projects, as well as a standalone agreement for the Ellendale Water District.

The Engineering Department determined that DBF is the most suitable on-call firm to implement the design of the project. On October 26, 2021, Council authorized the agreement for the Lochwood sewer area expansion design project in the not to exceed amount of \$179,850.00. In the spring of 2023, the Department requested DBF to revise the agreement to include construction phase services. With construction starting the Engineering Department recommends approval of the revised, all-inclusive agreement in the not to exceed amount of \$554,000.00 contingent upon USDA concurrence.

With the original design fully permitted, Invitations to Bid were advertised in the local newspaper, as well as available to view on the County website. In addition, the information was directly forwarded to several contractors. Five (5) contractors attended the pre-bid meeting on March 29, 2023, and on April 19, 2023, four (4) bids were received. All bids were significantly higher than the available funding. The Engineering Department debriefed the contractors and concluded that several value engineering options could be incorporated in a rebid. One of the recommendations was to break out the scope in two contracts with the piping under contract A and the vacuum station under contract B. On May 16, 2023, Council rejected all bids and approved the contract be value engineered and rebid.

Invitations for the Re-Bid were advertised in the local newspaper, as well as available to view on the County website. In addition, the information was directly forwarded to several contractors. Four (4) contractors attended the pre-bid meeting on June 21, 2023, and on July 7, 2023, four (4) bids were received. Lindstrom Excavating submitted the lowest bid of \$5,749,640.00 for Construction Contract A. The Engineering Department recommends Council approve award of Contract A to Lindstrom Excavating contingent upon USDA concurrence.

The only bidder for Contract B was Chesapeake Turf in the amount of \$1,809,470.00. The bid received for contract B was higher than the average bids for this scope item from the original bid. Therefore, the Engineering Department recommends rejecting Chesapeake Turf's bid, initiating a pre-purchase agreement for the equipment, and rebidding the installation.

Sufficient funds are available to award contract A as well as DBF's revised professional services EJCDC agreement. The available funding does not allow for an award of Contract B. However, it gives the County confidence in requesting appropriate supplemental USDA funding to cover the second re-bid.

*Ring W. Lardner, P.E.
W. Zachary Crouch, P.E.
Michael E. Wheelleton, AIA, LEED GA
Jason P. Loar, P.E.
Jamie L. Sechler, P.E.*

July 27, 2023

Sussex County Engineering
Sussex County Administrative Office Building
2 The Circle
P.O. Box 589
Georgetown, DE 19947

Attn: Hans Medlarz, P.E.


RE: Award Recommendation
Lochwood Sewer Expansion – Contract A
Project No.: S22-07
DBF #1897B023

Dear Mr. Medlarz:

Enclosed please find the bid tabulation for bids received on July 7, 2023, for the above-referenced project. We recommend awarding Contract A to Lindstrom Excavating in the amount of \$5,749,640.00.

If you have any questions or need additional information, please do not hesitate to contact me at (302) 424-1441, or via email at rwl@dbfinc.com.

Sincerely,
DAVIS, BOWEN & FRIEDEL, INC.



Ring W. Lardner, P.E.
Principal

L:\1897 Sussex County\1897B023 Lochwood Subdivision\Admin\Bidding\1897BA023.A01 Award Recommendation to Sussex Co.doc

Enc.



SUSSEX COUNTY BID SHEET

July 7, 2023

Project: Lochwood Sewer Expansion

Project No.: S22-07

Bidder	Amount Bid - Contract A	Amount Bid - Contract B
Pact One, LLC	\$6,675,900.00	No Bid
Lindstrom Excavating	\$5,749,640.00	No Bid
Zack Excavating	No Bid	No Bid
Chesapeake Turf	\$6,315,902.00	\$1,809,470.00
Hopkins Construction	No Bid	No Bid
Chesapeake Environmental Equip.	No Bid	No Bid



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e-mail: aschwartz@nspe.org

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

Prepared by



Issued and Published Jointly by



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TABLE OF CONTENTS

	<u>Page</u>
ARTICLE 1 – SERVICES OF ENGINEER	1
1.01 Scope	1
ARTICLE 2 – OWNER’S RESPONSIBILITIES.....	1
2.01 General	1
ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES.....	2
3.01 Commencement.....	2
3.02 Time for Completion	2
ARTICLE 4 – INVOICES AND PAYMENTS	2
4.01 Invoices.....	2
4.02 Payments	2
ARTICLE 5 – OPINIONS OF COST	3
5.01 Opinions of Probable Construction Cost	3
5.02 Designing to Construction Cost Limit	3
5.03 Opinions of Total Project Costs.....	3
ARTICLE 6 – GENERAL CONSIDERATIONS.....	4
6.01 Standards of Performance	4
6.02 Design Without Construction Phase Services	6
6.03 Use of Documents	6
6.04 Electronic Transmittals.....	7
6.05 Insurance	7
6.06 Suspension and Termination	9
6.07 Controlling Law.....	11
6.08 Successors, Assigns, and Beneficiaries	11
6.09 Dispute Resolution	12
6.10 Environmental Condition of Site.....	12
6.11 Indemnification and Mutual Waiver	13
6.12 Records Retention.....	14
6.13 Miscellaneous Provisions.....	14
ARTICLE 7 – DEFINITIONS.....	14
7.01 Defined Terms	14
ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS	18
8.01 Exhibits Included:	18
8.02 Total Agreement:	19
8.03 Designated Representatives:	19
8.04 Engineer's Certifications:	19

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

THIS IS AN AGREEMENT effective as of July 27, 2023 (“Effective Date”) between
Sussex County (“Owner”) and
Davis, Bowen & Friedel, Inc. (“Engineer”).

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows:

Lochwood Subdivision Sewer Extension Project

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

Engineer's services under this Agreement are generally identified as follows:

Survey, Design, Permitting, Bidding and Negotiation, Construction Administration and RPR Phase Services for the above-referenced project to provide county sanitary sewer

to the residents of the Lochwood Subdivision and described further in the attached Exhibit “A” of this Agreement. This agreement supersedes the previously approved Agreement dated October 26, 2021

Owner and Engineer further agree as follows:

ARTICLE 1 – SERVICES OF ENGINEER

1.01 *Scope*

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

ARTICLE 2 – OWNER’S RESPONSIBILITIES

2.01 *General*

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

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

ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES

3.01 *Commencement*

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

3.02 *Time for Completion*

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

ARTICLE 4 – INVOICES AND PAYMENTS

4.01 *Invoices*

- A. *Preparation and Submittal of Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and the terms of Exhibit C, **and the terms, if any, contained in the Amendment. Invoices will include a breakdown of services provided.** Engineer shall submit its invoices to Owner on a monthly basis. **The Owner will approve or disapprove said invoices in a timely fashion and will make payments within 30 days of receipt of an invoice that is determined by Owner as accurate and correct.**

4.02 *Non-Payment of Undisputed Invoices*

- ~~A.—*Application to Interest and Principal:* Payment will be credited first to any interest owed to Engineer and then to principal.~~

- B. *Failure to Pay:* If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, then:
- ~~1. amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and~~
 2. Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Owner has paid in full all amounts due for services, expenses, and other related charges. **Owner waives any and all claims against Engineer for any such suspension. Engineer otherwise does not have the right to suspend services under this Agreement, except as set forth in Section 6.06.**
- ~~C. *Disputed Invoices:* If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion subject to the terms of Paragraph 4.01.~~
- ~~D. *Sales or Use Taxes:* If after the Effective Date any governmental entity takes a legislative action that imposes additional sales or use taxes on Engineer's services or compensation under this Agreement, then Engineer may invoice such additional sales or use taxes for reimbursement by Owner. Owner shall reimburse Engineer for the cost of such invoiced additional sales or use taxes; such reimbursement shall be in addition to the compensation to which Engineer is entitled under the terms of Exhibit C.~~

ARTICLE 5 – OPINIONS OF COST

5.01 *Opinions of Probable Construction Cost*

- A. Engineer's opinions (if any) of probable Construction Cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner requires greater assurance as to probable Construction Cost, then Owner agrees to obtain an independent cost estimate. **Opinions of Probable Cost and any revisions thereof should reflect compliance with American Iron & Steel requirements mandated by Section 746 of Title VII of the Consolidated Appropriations Act of 2017 (Division A – Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2017) and subsequent statutes mandating domestic preference.**

5.02 *Designing to Construction Cost Limit*

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

5.03 *Opinions of Total Project Costs*

- A. The services, if any, of Engineer with respect to Total Project Costs shall be limited to assisting the Owner in tabulating the various categories that comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs. **Opinions of Total Project Costs and any revisions thereof should reflect compliance with American Iron & Steel requirements mandated by Section 746 of Title VII of the Consolidated Appropriations Act of 2017 (Division A – Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2017) and subsequent statutes mandating domestic preference.**

ARTICLE 6 – GENERAL CONSIDERATIONS

6.01 *Standards of Performance*

- A. *Standard of Care:* The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer.
- B. *Technical Accuracy:* Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.
- C. *Consultants:* Engineer may retain such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.
- D. *Reliance on Others:* Subject to the standard of care set forth in Paragraph 6.01.A, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- E. *Compliance with Laws and Regulations, and Policies and Procedures:*
1. Engineer and Owner shall comply with applicable Laws and Regulations.
 2. Engineer shall comply with any and all policies, procedures, and instructions of Owner that are applicable to Engineer's performance of services under this Agreement and that Owner provides to Engineer in writing, subject to the standard of care set forth in Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.
 3. This Agreement is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date. The following may be the basis for

modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation:

- a. changes after the Effective Date to Laws and Regulations;
 - b. the receipt by Engineer after the Effective Date of Owner-provided written policies and procedures;
 - c. changes after the Effective Date to Owner-provided written policies or procedures.
- F. Engineer shall not be required to sign any document, no matter by whom requested, that would result in the Engineer having to certify, guarantee, or warrant the existence of conditions whose existence the Engineer cannot ascertain. Owner agrees not to make resolution of any dispute with the Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing any such document.
- G. The general conditions for any construction contract documents prepared hereunder are to be EJCDC® C-700 "Standard General Conditions of the Construction Contract" (2013 Edition), prepared by the Engineers Joint Contract Documents Committee, unless expressly indicated otherwise in Exhibit J or elsewhere in this Agreement.
- H. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a Constructor to comply with Laws and Regulations applicable to that Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.
- I. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's, failure to furnish and perform the Work in accordance with the Construction Contract Documents.
- J. Engineer shall not be responsible for any decision made regarding the Construction Contract Documents, or any application, interpretation, clarification, or modification of the Construction Contract Documents, other than those made by Engineer or its Consultants.
- K. Engineer is not required to provide and does not have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.
- L. Engineer's services do not include providing legal advice or representation.
- M. Engineer's services do not include (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission, or (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal

securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances.

- N. While at the Site, Engineer, its Consultants, and their employees and representatives shall comply with the applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.

6.02 *Design Without Construction Phase Services*

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

6.03 *Use of Documents*

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

verification, completion, or adaptation by Engineer; and (4) such limited license to Owner shall not create any rights in third parties.

- D. If Engineer at Owner's request verifies the suitability of the Documents, completes them, or adapts them for extensions of the Project or for any other purpose, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer.

6.04 *Electronic Transmittals*

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

6.05 *Insurance*

- A. Engineer shall procure and maintain insurance as set forth in Exhibit G. Engineer shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer. **Engineer shall not commence services or work until Engineer has obtained, at Engineer's own expense, all of the insurance as required hereunder and such insurance has been approved by the Owner; nor shall Engineer allow any Consultant to commence services on any subcontract until all insurance required of the subcontractor has been so obtained and approved by Engineer. Approval of insurance required of Engineer will be granted only after submission to Owner of original certificates of insurance, in the most current ACORD format, evidencing the required liability insurance, signed by authorized representatives of the insurers or, at Owner's request certified copies of the required liability insurance policies.**
- B. **Liability insurance as required hereunder shall be in force throughout the term of the Agreement and for three (3) years after the date of final payment by the Owner for Engineer's services under this Agreement. Original certificates of insurance signed by authorized representatives of the insurers or, at Owner's request, certified copies of insurance policies, evidencing that the required liability insurance is in effect, shall be maintained with Owner throughout the term of this Agreement and for three (3) years after final payment by the Owner for Engineer's services under this Agreement.**
- C. Owner shall require Contractor to purchase and maintain policies of insurance covering workers' compensation and employers' liability insurance, commercial general liability, business auto liability, and other insurance necessary to protect Owner's and Engineer's interests in the Project. Owner shall require Contractor to cause Engineer and its

Consultants to be listed as additional insureds with respect to such liability insurance purchased and maintained by Contractor for the Project. **Engineer shall require all Consultants to maintain during the term of this Agreement, commercial general liability insurance, business auto liability insurance, workers' compensation and employers' liability insurance, umbrella excess liability insurance and professional liability insurance to the same extent required of Engineer in Exhibit G. ENGINEER shall furnish Consultants certificates of insurance to Owner.**

- D. **All insurers underwriting Engineer's or Consultant's insurance must be allowed to do business in the state of Delaware and acceptable to Owner. The insurers must have a Financial Strength Rating of A- or better, and a Financial Size Category of VII or higher in the latest evaluation by A.M. Best Company, unless Owner grants specific approval for an exception.**
- E. All policies of property insurance relating to the Project, including but not limited to any builder's risk policy, shall allow for waiver of subrogation rights and contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insured thereunder or against Engineer or its Consultants. **To the extent commercially available**, Owner and Engineer waive all rights against each other, Contractor, the Consultants, and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by any builder's risk policy and any other property insurance relating to the Project. **To the extent commercially available**, Owner and Engineer shall take appropriate measures in other Project-related contracts to secure waivers of rights consistent with those set forth in this paragraph.
- F. **All insurance required hereunder shall be endorsed to provide that the policy is not subject to cancellation, non-renewal, or any material change or reduction in coverage until thirty (30) days prior written notice has been given to Owner** (not less than ten (10) days' notice is required for non-payment of premium). Therefore, a copy of the endorsements to the required policies that confirm the insurer is obligated to send notice to Owner as required herein, must accompany all certificates of insurance.
- G. **No acceptance and/or approval of any insurance by Owner shall be construed as relieving or excusing Engineer from any liability or obligation imposed upon them by the provisions of this Agreement.**
- H. **If Engineer or any Consultant does not meet the insurance requirements of this Agreement, Engineer shall forward a written request to Owner for a waiver in writing of the insurance requirements(s) not met or approval in writing of alternate insurance coverage or self-insurance arrangements. If Owner denies the request, Engineer or Consultant must comply with the insurance requirements as specified in Exhibit G. Nothing in this provision shall be construed to allow Engineer or Consultant to permit the required insurance coverage to lapse during this Agreement.**
- I. **Any deductibles or retentions of \$25,000 or greater shall be disclosed by Engineer, and are subject to Owner's written approval. Any deductible or retention amounts elected by**

Engineer or its Consultant's or imposed by Engineer's or Consultant's insurer(s) shall be the sole responsibility of the Engineer, and are not chargeable as expenses.

- J. If the Owner is damaged by the failure or neglect of the Engineer to purchase and maintain insurance as described and required herein, without so notifying the Owner, then the Engineer shall bear all reasonable costs, damages, and other losses properly attributable thereto.
- K. Insurance provided to Owner and its appointed and elected officials, directors, officers, employees, agents and consultants under Engineer's or Consultant's liability insurance as specified in Exhibit G, including, but not limited to, umbrella and/or excess liability policies, shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of insurance. Any cross suits or cross liability exclusion shall be deleted from Engineer's liability insurance policies required herein.
- L. Insurance provided to Owner and its appointed and elected officials, directors, officers, employees, agents and consultants as specified herein shall be primary, and any other insurance, coverage or indemnity available to Owner and its appointed and elected officials, directors, officers, employees, agents and consultants shall be excess of and non-contributory with insurance provided to Owner and its appointed and elected officials, directors, officers, employees, agents and consultants as specified herein.
- M. If any liability insurance purchased by Engineer or by any Consultant has been issued on a "claims- made" basis, Engineer must comply with the following additional conditions. The limits of liability and the extensions to be included remain the same.
 - 1. 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 Engineer's services under this Agreement.
 - 2. The Engineer or Consultant shall agree to provide certificates of insurance evidencing the above coverages for a period of three (3) years, or the applicable statute of limitations or repose under Delaware law, after final payment by the Owner for the Engineer's or Consultant's services or work under this Agreement. Such certificates shall evidence a retroactive date no later than the earlier of the date of this Agreement or the commencement of the Engineer's services under this Agreement; or
 - 3. The Engineer or Consultant shall purchase an extended (minimum three (3) years), or the applicable statute of limitations or repose under Delaware law, reporting period endorsement for each such "claims-made" policy in force as of the date of final payment by the Owner for the Engineer's services under this Agreement 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 a retroactive date no later than the earlier of the date of this Agreement or the commencement of the Engineer's or Consultant's services under this Agreement.
- N. If Engineer fails to provide evidence of required liability insurance as required in Exhibit G, the Owner shall be permitted, without prejudice to any other right or remedy, to obtain

equivalent insurance to protect Owner's interests, at the expense of Engineer. Such expense shall be deducted from the Engineer's compensation.

- O. If and when required based on the decision of the Owner, Engineer will purchase the necessary pollution liability insurance with limits as required by Owner.

6.06 *Suspension and Termination*

A. *Suspension:*

1. *By Owner:* Owner may suspend **its services under an amendment** for up to 90 days upon seven days written notice to Engineer.
2. *By Engineer:* Engineer may, after giving seven days written notice to Owner, suspend services **for any Amendment** under this Agreement if Owner has failed to pay Engineer for **undisputed** invoiced services and expenses, as set forth in Paragraph 4.02.B, or in response to the presence of Constituents of Concern at the Site, as set forth in Paragraph 6.10.D.

B. *Termination:* The obligation to provide further services under this Agreement may be terminated:

1. For cause,
 - a. by either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. **Termination for nonpayment by Owner shall not be permitted, except in accordance with Section 4.02.**
 - b. by Engineer:
 - 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
 - 2) upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 6.10.D.
 - 3) Engineer shall have no liability to Owner on account of such termination.
 - c. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 6.06.B.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same,

then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon Engineer's receipt of notice from Owner.
- C. *Effective Date of Termination:* The terminating party under Paragraph 6.06.B may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.
- D. *Payments Upon Termination:*
 1. In the event of any termination under Paragraph 6.06, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all Reimbursable Expenses incurred through the effective date of termination. Upon making such payment, Owner shall have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 6.03.
 2. In the event of termination by Owner for convenience or by Engineer for cause, Engineer shall be entitled, in addition to invoicing for those items identified in Paragraph 6.06.D.1, to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's Consultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit C.

6.07 *Controlling Law*

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

6.08 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 6.08.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

- C. Unless expressly provided otherwise in this Agreement:
1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them.
 2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.
 3. Owner agrees that the substance of the provisions of this Paragraph 6.08.C shall appear in the Construction Contract Documents.

6.09 *Dispute Resolution*

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

6.10 *Environmental Condition of Site*

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

- F. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and shall not be required to become an "owner," "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

6.11 *Indemnification and Mutual Waiver*

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

- F. *Mutual Waiver:* To the fullest extent permitted by Laws and Regulations, Owner and Engineer waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes.

6.12 *Records Retention*

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

6.13 *Miscellaneous Provisions*

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

ARTICLE 7 – DEFINITIONS

7.01 *Defined Terms*

- A. Wherever used in this Agreement (including the Exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits, or in the following definitions:

1. *Addenda*—Written or graphic instruments issued prior to the opening of bids which clarify, correct, or change the bidding requirements or the proposed Construction Contract Documents.
2. *Additional Services*—The services to be performed for or furnished to Owner by Engineer in accordance with Part 2 of Exhibit A of this Agreement.
3. *Agreement*—This written contract for professional services between Owner and Engineer, including all exhibits identified in Paragraph 8.01 and any duly executed amendments.
4. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Construction Contract.
5. *Basic Services*—The services to be performed for or furnished to Owner by Engineer in accordance with Part 1 of Exhibit A of this Agreement.
6. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Construction Contract Price or the Construction Contract Times, or other revision to the Construction Contract, issued on or after the effective date of the Construction Contract.
7. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth in the Construction Contract, seeking an adjustment in Construction Contract Price or Construction Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Construction Contract Documents or the acceptability of Work under the Construction Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Construction Contract.
8. *Constituent of Concern*—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. (“CERCLA”); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5501 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. (“RCRA”); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
9. *Construction Contract*—The entire and integrated written contract between the Owner and Contractor concerning the Work.
10. *Construction Contract Documents*—Those items designated as “Contract Documents” in the Construction Contract, and which together comprise the Construction Contract.

11. *Construction Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Construction Contract Documents.
12. *Construction Contract Times*—The number of days or the dates by which Contractor shall:
(a) achieve milestones, if any, in the Construction Contract; (b) achieve Substantial Completion; and (c) complete the Work.
13. *Construction Cost*—The cost to Owner of the construction of those portions of the entire Project designed or specified by or for Engineer under this Agreement, including construction labor, services, materials, equipment, insurance, and bonding costs, and allowances for contingencies. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damages to property; Owner’s costs for legal, accounting, insurance counseling, or auditing services; interest or financing charges incurred in connection with the Project; or the cost of other services to be provided by others to Owner. Construction Cost is one of the items comprising Total Project Costs.
14. *Constructor*—Any person or entity (not including the Engineer, its employees, agents, representatives, and Consultants), performing or supporting construction activities relating to the Project, including but not limited to Contractors, Subcontractors, Suppliers, Owner’s work forces, utility companies, other contractors, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
15. *Consultants*—Individuals or entities having a contract with Engineer to furnish services with respect to this Project as Engineer’s independent professional associates and consultants; subcontractors; or vendors.
16. *Contractor*—The entity or individual with which Owner enters into a Construction Contract.
17. *Documents*—Data, reports, Drawings, Specifications, Record Drawings, building information models, civil integrated management models, and other deliverables, whether in printed or electronic format, provided or furnished in appropriate phases by Engineer to Owner pursuant to this Agreement.
18. *Drawings*—That part of the Construction Contract Documents that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
19. *Effective Date*—The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, the date on which this Agreement is signed and delivered by the last of the parties to sign and deliver.
20. *Engineer*—The individual or entity named as such in this Agreement.
21. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Construction Contract Price or the Construction Contract Times.

22. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
23. *Owner*—The individual or entity named as such in this Agreement and for which Engineer's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Construction Contracts concerning the Project.
24. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the services to be performed or furnished by Engineer under this Agreement are a part.
25. *Record Drawings*—Drawings depicting the completed Project, or a specific portion of the completed Project, prepared by Engineer ~~as an Additional Service~~ and based on Contractor's record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.
26. *Reimbursable Expenses*—The expenses incurred directly by Engineer in connection with the performing or furnishing of Basic Services and Additional Services for the Project.
27. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site during the Construction Phase. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of Resident Project Representative. The duties and responsibilities of the Resident Project Representative, if any, are as set forth in Exhibit D.
28. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
29. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Construction Contract Documents.
30. *Site*—Lands or areas to be indicated in the Construction Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.
31. *Specifications*—The part of the Construction Contract Documents that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.

32. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
33. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Construction Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.
34. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
35. *Total Project Costs*—The total cost of planning, studying, designing, constructing, testing, commissioning, and start-up of the Project, including Construction Cost and all other Project labor, services, materials, equipment, insurance, and bonding costs, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other Project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties, Owner’s costs for legal, accounting, insurance counseling, and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner.
36. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Construction Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Construction Contract Documents.
37. *Work Change Directive*—A written directive to Contractor issued on or after the effective date of the Construction Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.
38. ***Agency*—The Rural Utilities Service or any designated representative of Rural Utilities Service, including USDA, Rural Development.**

B. *Day*:

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

ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS

8.01 *Exhibits Included*:

- A. Exhibit A, Engineer’s Services.

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

8.02 *Total Agreement*

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

8.03 *Designated Representatives*

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

8.04 *Engineer's Certifications*

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

3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

8.05 **Federal Requirements**

- A. **Agency Concurrence.** Signature of a duly authorized representative of the Agency in the space provided on the signature page of EJCDC form E-500 hereof does not constitute a commitment to provide financial assistance or payments hereunder but does signify that this Agreement conforms to Agency's applicable requirements. This Agreement shall not be effective unless the Funding Agency's designated representative concurs. No amendment to this Agreement shall be effective unless the Funding Agency's designated representative concurs.
- B. **Audit and Access to Records.** Owner, Agency, 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 Engineer which are pertinent to the Agreement, for the purpose of making audits, examinations, excerpts, and transcriptions. Engineer shall maintain all required records for three years after final payment is made and all other matters are closed.
- C. **Restrictions on Lobbying.** Engineer and each Consultant shall comply with "Restrictions on Lobbying" if they are recipients of engineering services contracts and subcontracts that exceed \$100,000 at any tier. If applicable, Engineer must complete a certification form on lobbying activities related to a specific Federal loan or grant that is a funding source for this Agreement. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other applicable award. Each tier shall disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Certifications and disclosures are forwarded from tier to tier up to the Owner. Necessary certification and disclosure forms shall be provided by Owner.
- D. **Suspension and Debarment.** Engineer certifies, by signing this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency. Engineer will not contract with any Consultant for this project if it or its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. Necessary certification forms shall be provided by the Owner. The Engineer will complete and submit a form AD-1048, "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – lower tier transactions," to the Owner who will forward it the USDA, Rural Development processing office.

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

Owner: Sussex County

Engineer: Davis, Bowen & Friedel, Inc.

By: _____

By:  _____

Print name: Michael Vincent

Print name: Ring W. Lardner, P.E.

Title: President, Sussex County Council

Title: Principal

Date Signed: _____

Date Signed: 7/27/2023

Engineer License or Firm's Certificate No. (if required):

State of: Delaware 15647/CA 303

Address for Owner's receipt of notices:

P.O. Box 589

Georgetown, DE 19947

Address for Engineer's receipt of notices:

1 Park Avenue

Milford, DE 19963

Designated Representative (Paragraph 8.03.A):

Hans Medlarz, P.E.

Title: County Engineer

Phone Number: (302) 855-7718

E-Mail Address: hans.medlarz@sussexcountyde.gov

Designated Representative (Paragraph 8.03.A):

Ring W. Lardner, P.E.

Title: Principal

Phone Number: (302) 424-1441

E-Mail Address: rwl@dbfinc.com

This is **EXHIBIT A**, consisting of [16] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [July 27, 2023].

Engineer's Services

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

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

PART 1 – BASIC SERVICES

A1.01 Preliminary Design Phase

- A. After acceptance by Owner **and concurrence by Agency** of the Report and any other Study and Report Phase deliverables; selection by Owner of a recommended solution; issuance by Owner of any instructions of for use of Project Strategies, Technologies, and Techniques, or for inclusion of sustainable features in the design; and indication by Owner of any specific modifications or changes in the scope, extent, character, or design requirements of the Project desired by Owner, (1) Engineer and Owner shall discuss and resolve any necessary revisions to Engineer's compensation (through application of the provisions regarding Additional Services, or otherwise), or the time for completion of Engineer's services, resulting from the selected solution, related Project Strategies, Technologies, or Techniques, sustainable design instructions, or specific modifications to the Project, and (2) upon written authorization from Owner, Engineer shall:
1. Prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, outline specifications, and written descriptions of the Project.
 2. In preparing the Preliminary Design Phase documents, use any specific applicable Project Strategies, Technologies, and Techniques authorized by Owner **and Agency** during or following the Study and Report Phase, and include sustainable features, as appropriate, pursuant to Owner's instructions.
 3. Provide necessary field surveys and topographic and utility mapping for Engineer's design purposes. Comply with the scope of work and procedure for the identification and mapping of existing utilities selected and authorized by Owner pursuant to advice from Engineer based on ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data," as set forth in Paragraph A1.01.A.12 above. If no such scope of work and procedure for utility mapping has been selected and authorized, then at a minimum the utility mapping will include Engineer contacting utility owners and obtaining available information.
 4. Visit the Site as needed to prepare the Preliminary Design Phase documents.
 5. Advise Owner if additional reports, data, information, or services of the types described in Exhibit B are necessary and assist Owner in obtaining such reports, data, information, or services.

6. Continue to assist Owner with Project Strategies, Technologies, and Techniques that Owner has chosen to implement.
 7. Based on the information contained in the Preliminary Design Phase documents, prepare a revised opinion of probable Construction Cost, and assist Owner in tabulating the various cost categories which comprise Total Project Costs.
 8. Obtain and review Owner's instructions regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Also obtain and review copies of Owner's design and construction standards, Owner's standard forms, general conditions (if other than EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition), supplementary conditions, text, and related documents or content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and in the draft Construction Contract Documents, when applicable. **Engineer must also incorporate all Agency regulations, forms, and design and construction standards applicable to the project in development of the documents indicated in this Article.**
 9. Perform or provide the following other Preliminary Design Phase tasks or deliverables: See Proposal and Amendments for additional information] Furnish [2] review copies of the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables to Owner within [70] days of authorization to proceed with this phase, and review them with Owner. Within [14] days of receipt, Owner shall submit to Engineer any comments regarding the furnished items.
 10. Revise the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables in response to Owner's comments, as appropriate, and furnish to Owner [2] copies of the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other deliverables within [28] days after receipt of Owner's comments.
- B. Engineer's services under the Preliminary Design Phase will be considered complete on the date when Engineer has delivered to Owner the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables.

A1.02 *Final Design Phase*

- A. After acceptance by Owner of the Preliminary Design Phase documents, revised opinion of probable Construction Cost as determined in the Preliminary Design Phase, and any other Preliminary Design Phase deliverables, subject to any Owner-directed modifications or changes in the scope, extent, character, or design requirements of or for the Project, and upon written authorization from Owner, Engineer shall:

1. Prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor.
2. Visit the Site as needed to assist in preparing the final Drawings and Specifications.
3. Provide technical criteria, written descriptions, and design data for Owner's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design; assist Owner in consultations with such authorities; and revise the Drawings and Specifications in response to directives from such authorities, as appropriate.
4. Advise Owner of any recommended adjustments to the opinion of probable Construction Cost.
5. After consultation with Owner, include in the Construction Contract Documents any specific protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website. Any such protocols shall be applicable to transmittals between and among Owner, Engineer, and Contractor during the Construction Phase and Post-Construction Phase, and unless agreed otherwise shall supersede any conflicting protocols previously established for transmittals between Owner and Engineer.
6. Assist Owner in assembling known reports and drawings of Site conditions, and in identifying the technical data contained in such reports and drawings upon which bidders or other prospective contractors may rely.
7. In addition to preparing the final Drawings and Specifications, assemble drafts of other Construction Contract Documents based on specific instructions and contract forms, text, or content received from Owner.
8. Prepare or assemble draft bidding-related documents (or requests for proposals or other construction procurement documents), based on the specific bidding or procurement-related instructions and forms, text, or content received from Owner.
9. Perform or provide the following other Final Design Phase tasks or deliverables: [Obtain all agency approvals and any other directives indicated in the Proposal or Amendments.] **The Engineer shall identify the building codes and accessibility standards used in the design and indicate them on the drawings and specifications and certify that the final drawings and specifications comply with those standards.**
10. Furnish for review by Owner, its legal counsel **and Agency**, and other advisors, [2] copies of the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, within [14] days of authorization to proceed with the Final Design Phase, and review them with Owner. Within [14] days of receipt, Owner shall submit to Engineer any comments regarding the furnished items, and any instructions for revisions.

11. Revise the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables in accordance with comments and instructions from the Owner, as appropriate, and submit [5] final copies of such documents to Owner within [90] days after receipt of Owner's comments and instructions.
 12. **Provide the Owner and Agency with a written certification that the final Drawings and Specifications, other assembled construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables comply with all requirements of Agency. Use the Engineer's Construction Certifications (Exhibit A, Attachment 6) for this purpose.**
 13. **Services required to determine and certify that to the best of the Engineer's knowledge and belief all iron and steel products referenced in engineering analysis, the Plans, Specifications, and Bidding Documents requiring design revisions are either produced in the United States or are the subject of an approved waiver; and services required to determine to the best of the engineer's knowledge and belief that approved substitutes, equals, and all iron and steel products proposed in the Plans, Specifications, Bidding Documents, are either produced in the United States or are the subject of an approved waiver under AIS, Section 746 of Title VII of the Consolidated Appropriations Act of 2017 (Division A – Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2017) and subsequent statutes mandating domestic preference. The term "iron and steel products" means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials. The de minimis and minor components waiver {add project specific waivers as applicable} apply to this contract.**
- B. Engineer's services under the Final Design Phase will be considered complete on the date when Engineer has delivered to Owner the final Drawings and Specifications, other assembled Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables- **and all final design phase deliverables have been accepted by Owner.**
- C. In the event that the Work designed or specified by Engineer is to be performed or furnished under more than one prime contract, or if Engineer's services are to be separately sequenced with the work of one or more prime Contractors (such as in the case of fast-tracking), Owner and Engineer shall, prior to commencement of the Final Design Phase, develop a schedule for performance of Engineer's services during the Final Design, Bidding or Negotiating, Construction, and Post-Construction Phases in order to sequence and coordinate properly such services as are applicable to the work under such separate prime contracts. This schedule is to be prepared and included in or become an amendment to Exhibit A whether or not the work under such contracts is to proceed concurrently.
- D. The number of prime contracts for Work designed or specified by Engineer upon which the Engineer's compensation has been established under this Agreement is [1]. If more prime

contracts are awarded, Engineer shall be entitled to an equitable increase in its compensation under this Agreement.

A1.03 *Bidding or Negotiating Phase*

- A. After acceptance by Owner of the final Drawings and Specifications, other Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and the most recent opinion of probable Construction Cost as determined in the Final Design Phase, and upon written authorization by Owner to proceed, Engineer shall:
1. Assist Owner in advertising for and obtaining bids or proposals for the Work, assist Owner in issuing assembled design, contract, and bidding-related documents (or requests for proposals or other construction procurement documents) to prospective contractors, and, where applicable, maintain a record of prospective contractors to which documents have been issued, attend pre-bid conferences, if any, and receive and process contractor deposits or charges for the issued documents.
 2. Prepare and issue Addenda as appropriate to clarify, correct, or change the issued documents. **Obtain Agency concurrence on any Addenda that modify the Bidding Documents. Obtain prior concurrence where possible.**
 3. Provide information or assistance needed by Owner in the course of any review of proposals or negotiations with prospective contractors.
 4. Consult with Owner as to the qualifications of prospective contractors.
 5. Consult with Owner as to the qualifications of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors, for those portions of the Work as to which review of qualifications is required by the issued documents.
 - ~~6. If the issued documents require, the Engineer shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by prospective contractors, provided that such proposals are allowed by the bidding-related documents (or requests for proposals or other construction procurement documents) prior to award of contracts for the Work. Services under this paragraph are subject to the provisions of Paragraph A2.02.A.2 of this Exhibit A.~~
 - a. **The Engineer shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by prospective contractors prior to award of contracts for the Work. Engineer shall issue a bid addendum for any and all approved "or equals" and substitutes. Review of substitutes and "or equals" shall be in accordance with the General Conditions of the Construction Contract and applicable Agency regulations. Services under this paragraph are subject to the provisions of Paragraph A2.02.A.2 of this Exhibit A.**
 - b. **Services required to determine and certify that to the best of the Engineer's knowledge and belief all iron and steel products referenced in Bid Addenda requiring design revisions are either produced in the United States or are the subject of an approved waiver.**

7. Attend the bid opening, prepare bid tabulation sheets to meet Owner's schedule, and assist Owner in evaluating bids or proposals, assembling final contracts for the Work for execution by Owner and Contractor, and in issuing notices of award of such contracts.
 8. If Owner engages in negotiations with bidders or proposers, assist Owner with respect to technical and engineering issues that arise during the negotiations.
 9. Perform or provide the following other Bidding or Negotiating Phase tasks or deliverables: [Assist County on an as needed basis and any other directives included in the Proposal or Amendments.] **Upon award of the Construction Contract, the Engineer shall furnish to Owner five executed copies of the Contract Documents and one electronic copy of the signed documents, including Drawings and Specifications.**
 10. **Provide copies of Manufacturers' Certifications to the Bidders on any brand name iron and steel products specified as sole-source in the Plans, Specifications and Bidding Documents. Manufacturers' Certifications are to be included in the Bidding Documents and must be kept in the Engineer's project file and on-site during construction.**
 11. **Provide copies of Manufacturers' Certifications to the Contractor on any brand name iron and steel products specified as sole-source in the Plans, Specifications and Bidding Documents including any bid Addenda and Change Orders. Manufacturers' Certifications must be kept in the Engineer's project file and on-site during construction.**
- B. The Bidding or Negotiating Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective contractors (except as may be required if Exhibit F is a part of this Agreement).

A1.04 *Construction Phase*

- A. Upon successful completion of the Bidding and Negotiating Phase, and upon written authorization from Owner, Engineer shall:
1. *General Administration of Construction Contract:* Consult with Owner and act as Owner's representative as provided in the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of Engineer shall be as assigned in EJCDC® C-700, Standard General Conditions of the Construction Contract (2013 Edition), prepared by the Engineers Joint Contract Documents Committee, or other construction general conditions specified in this Agreement. If Owner, or Owner and Contractor, modify the duties, responsibilities, and authority of Engineer in the Construction Contract, or modify other terms of the Construction Contract having a direct bearing on Engineer, then Owner shall compensate Engineer for any related increases in the cost to provide Construction Phase services. Engineer shall not be required to furnish or perform services contrary to Engineer's responsibilities as a licensed professional. All of Owner's instructions to Contractor will be issued through Engineer, which shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and the Construction Contract except as otherwise provided in writing.
 2. *Resident Project Representative (RPR):* Provide the services of an RPR at the Site to assist the Engineer and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as set forth in Exhibit D. The furnishing of

such RPR's services will not limit, extend, or modify Engineer's responsibilities or authority except as expressly set forth in Exhibit D. ~~[If Engineer will not be providing the services of an RPR, then delete this Paragraph 2 by inserting the word "DELETED" after the paragraph title, and do not include Exhibit D as part of the Agreement.]~~

3. *Selection of Independent Testing Laboratory:* Assist Owner in the selection of an independent testing laboratory to perform the services identified in Exhibit B, Paragraph B2.01.
4. *Pre-Construction Conference:* Participate in **and chair** a pre-construction conference prior to commencement of Work at the Site.
5. *Electronic Transmittal Protocols:* If the Construction Contract Documents do not specify protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, then together with Owner and Contractor jointly develop such protocols for transmittals between and among Owner, Contractor, and Engineer during the Construction Phase and Post-Construction Phase.
6. *Original Documents:* ~~If requested by Owner to do so,~~ **Maintain** and safeguard during the Construction Phase at least one original printed record version of the Construction Contract Documents, including Drawings and Specifications signed and sealed by Engineer and other design professionals in accordance with applicable Laws and Regulations. Throughout the Construction Phase, make such original printed record version of the Construction Contract Documents available to Contractor and Owner for review.
7. *Schedules:* Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.
8. *Baselines and Benchmarks:* As appropriate, establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed.
9. *Visits to Site and Observation of Construction:* In connection with observations of Contractor's Work while it is in progress:
 - a. Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress of Contractor's executed Work. Such visits and observations by Engineer, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Construction Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment, as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Construction Contract Documents, and Engineer shall keep Owner informed of the progress of the Work.

Exhibit A – Engineer's Services

EJCDC® E-500, Agreement Between Owner and Engineer for Professional Services.

- b. The purpose of Engineer's visits to the Site, and representation by the Resident Project Representative, if any, at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Construction Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Construction Contract Documents. Engineer shall not, during such visits or as a result of such observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to any Constructor's work in progress, for the coordination of the Constructors' work or schedules, nor for any failure of any Constructor to comply with Laws and Regulations applicable to furnishing and performing of its work. Accordingly, Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish or perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents.
 - c. **The visits described in Article A1.05.A.9.a shall be at least monthly and the Engineer shall document all visits to the project with copies furnished to the Owner and Agency.**
- 10. *Defective Work:* Reject Work if, on the basis of Engineer's observations, Engineer believes that such Work is defective under the terms and standards set forth in the Construction Contract Documents. Provide recommendations to Owner regarding whether Contractor should correct such Work or remove and replace such Work, or whether Owner should consider accepting such Work as provided in the Construction Contract Documents.
 - 11. *Compatibility with Design Concept:* If Engineer has express knowledge that a specific part of the Work that is not defective under the terms and standards set forth in the Construction Contract Documents is nonetheless not compatible with the design concept of the completed Project as a functioning whole, then inform Owner of such incompatibility, and provide recommendations for addressing such Work.
 - 12. *Clarifications and Interpretations:* Accept from Contractor and Owner submittal of all matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. With reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Construction Contract Documents.
 - 13. *Non-reviewable Matters:* If a submitted matter in question concerns the Engineer's performance of its duties and obligations, or terms and conditions of the Construction Contract Documents that do not involve (1) the performance or acceptability of the Work under the Construction Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer

will promptly give written notice to Owner and Contractor that Engineer will not provide a decision or interpretation.

14. *Field Orders*: Subject to any limitations in the Construction Contract Documents, Engineer may prepare and issue Field Orders requiring minor changes in the Work.
15. *Change Orders and Work Change Directives*: Recommend Change Orders and Work Change Directives to Owner, as appropriate, and prepare Change Orders and Work Change Directives as required.
16. *Differing Site Conditions*: Respond to any notice from Contractor of differing site conditions, including conditions relating to underground facilities such as utilities, and hazardous environmental conditions. Promptly conduct reviews and prepare findings, conclusions, and recommendations for Owner's use.
17. *Shop Drawings, Samples, and Other Submittals*: **Review and approve or take other appropriate action with respect to Shop Drawings, Samples, and other required Contractor submittals, including Applications for Payment, to ensure compliance with AIS. Any other iron and steel products included in any submittal by the General Contractor, must include a Manufacturer's Certification letter to verify the products were produced in the United States. Copies of Manufacturer's Certifications must be kept in the Engineer's project file and on-site during construction. In the event the Engineer requires an item to be sole-source, the Engineer must furnish the Manufacturers Certification to the Contractor for said item.** Review and approve or take other appropriate action with respect to Shop Drawings, Samples, and other required Contractor submittals, but only for conformance with the information given in the Construction Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Construction Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted.
18. *Substitutes and "Or-equal"*: Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor, but subject to the provisions of Paragraph A2.02.A.2 of this Exhibit A. **Review of substitutes and "or equals" shall be in accordance with the General Conditions of the Contract and applicable Agency regulations. Prior to approval of any substitute "or equal" review Manufacturers' Certifications must be kept in the Engineer's project file and on-site during construction to ensure compliance with AIS.**
19. *Inspections and Tests*:
 - a. Receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Construction Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Construction Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Construction

Contract Documents. Engineer shall be entitled to rely on the results of such inspections and tests.

- b. As deemed reasonably necessary, request that Contractor uncover Work that is to be inspected, tested, or approved.
 - c. Pursuant to the terms of the Construction Contract, require special inspections or testing of the Work, whether or not the Work is fabricated, installed, or completed.
 - d. **Receive and review all Manufacturers' Certifications for materials required to comply with AIS. Manufacturers' Certifications must be kept in the Engineer's project file and on-site during construction.**
20. *Change Proposals and Claims:* (a) Review and respond to Change Proposals. Review each duly submitted Change Proposal from Contractor and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer will not resolve the Change Proposal. (b) Provide information or data to Owner regarding engineering or technical matters pertaining to Claims. **Review Change Proposals to ensure compliance with AIS and subsequent statutes mandating domestic preference.**
21. *Applications for Payment:* To be performed by the County.
- ~~22. *Contractor's Completion Documents:* Receive from Contractor, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Construction Contract Documents, certificates of inspection, tests and approvals, and Shop Drawings, Samples, and other data approved as provided under Paragraph A1.05.A.17. Receive from Contractor, review, and transmit to Owner the annotated record documents which are to be assembled by Contractor in accordance with the Construction Contract Documents to obtain final payment. The extent of Engineer's review of record documents shall be to check that Contractor has submitted all pages. Receive from Contractor and review the annotated record documents which are to be assembled by Contractor in accordance with the construction Contract Documents to obtain final payment. The Engineer shall prepare Record Drawings and furnish such Record Drawings to Owner.~~
23. *Substantial Completion:* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner and Contractor, visit the Site to review the Work and determine the status of completion. Follow the procedures in the Construction Contract regarding the preliminary certificate of Substantial Completion, punch list of items to be completed, Owner's objections, notice to Contractor, and issuance of a final certificate of Substantial Completion. Assist Owner regarding any remaining engineering or technical matters affecting Owner's use or occupancy of the Work following Substantial Completion.

24. *Other Tasks:* Perform or provide the following other Construction Phase tasks or deliverables: [TBD, See Amendments for additional information.]
- a. **Upon Substantial Completion, the Engineer shall provide a copy of the Certificate of Substantial Completion to the Agency.**
25. *Final Notice of Acceptability of the Work:* Conduct a final visit to the Project to determine if the Work is complete and acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a notice to Owner and Contractor in the form attached hereto as Exhibit E (“Notice of Acceptability of Work”) that the Work is acceptable (subject to the provisions of the Notice and Paragraph A1.05.A.21.b) to the best of Engineer’s knowledge, information, and belief, and based on the extent of the services provided by Engineer under this Agreement.
- a. **Obtain the Contractors’ Certification letter and copies of Manufacturers’ Certifications from the Contractor for all American Iron and Steel products used in the project. Upon Substantial Completion, provide copies of Contractors’ and Manufacturers’ Certifications to the Owner and a copy of Contractor’s Certification to the Agency. Provide a list of manufacturers of American Iron and Steel Products used in the project and include manufacturers name and location, and product(s) to the Agency.**
26. *Standards for Certain Construction-Phase Decisions:* Engineer will render decisions regarding the requirements of the Construction Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth in the Construction Contract for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.
- B. *Duration of Construction Phase:* The Construction Phase will commence with the execution of the first Construction Contract for the Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractors. If the Project involves more than one prime contract as indicated in Paragraph A1.03.D, then Construction Phase services may be rendered at different times in respect to the separate contracts. Subject to the provisions of Article 3, Engineer shall be entitled to an equitable increase in compensation if Construction Phase services (including Resident Project Representative services, if any) are required after the original date for completion and readiness for final payment of Contractor as set forth in the Construction Contract.

A1.05 *Post-Construction Phase*

- A. Upon written authorization from Owner during the Post-Construction Phase, Engineer shall:
1. Together with Owner, visit the Project to observe any apparent defects in the Work, make recommendations as to replacement or correction of defective Work, if any, or the need to repair of any damage to the Site or adjacent areas, and assist Owner in consultations

and discussions with Contractor concerning correction of any such defective Work and any needed repairs.

2. Together with Owner, visit the Project within one month before the end of the Construction Contract's correction period to ascertain whether any portion of the Work or the repair of any damage to the Site or adjacent areas is defective and therefore subject to correction by Contractor.
 3. Perform or provide the following other Post-Construction Phase tasks or deliverables: [TBD, see Amendments for additional information] **[List any such tasks or deliverables here.]**
- B. The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified in this Exhibit A, will terminate twelve months after the commencement of the Construction Contract's correction period.

PART 2 – ADDITIONAL SERVICES

A2.01 Additional Services Requiring Owner's Written Authorization

- A. If authorized in writing by Owner, Engineer shall provide Additional Services of the types listed below. These services are not included as part of Basic Services and will be paid for by Owner as indicated in Exhibit C.
1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Project; preparation or review of environmental assessments and impact statements **not including preparation of the Environmental Report defined under Basic Services**; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.
 2. Services to make measured drawings of existing conditions or facilities, to conduct tests or investigations of existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.
 3. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Engineer, or the Project's design requirements, including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Construction Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date or are due to any other causes beyond Engineer's control.
 4. Services resulting from Owner's request to evaluate additional Study and Report Phase alternative solutions beyond those agreed to in Paragraph A1.01.A.1 and 2- **but only if the Owner's request is made after completion of the Study and Report Phase.**

5. Services required as a result of Owner's providing incomplete or incorrect Project information to Engineer.
6. Providing renderings or models for Owner's use, including services in support of building information modeling or civil integrated management.
7. Undertaking investigations and studies including, but not limited to:
 - a. detailed consideration of operations, maintenance, and overhead expenses;
 - b. the preparation of feasibility studies (such as those that include projections of output capacity, utility project rates, project market demand, or project revenues) and cash flow analyses, provided that such services are based on the engineering and technical aspects of the Project, and do not include rendering advice regarding municipal financial products or the issuance of municipal securities;
 - c. preparation of appraisals;
 - d. evaluating processes available for licensing, and assisting Owner in obtaining process licensing;
 - e. detailed quantity surveys of materials, equipment, and labor; and
 - f. audits or inventories required in connection with construction performed or furnished by Owner.
8. Furnishing services of Consultants for other than Basic Services.
9. Providing data or services of the types described in Exhibit B, when Owner retains Engineer to provide such data or services instead of Owner furnishing the same.
10. Providing the following services:
 - a. Services attributable to more prime construction contracts than specified in Paragraph A1.03.D.
 - b. Services to arrange for performance of construction services for Owner by contractors other than the principal prime Contractor, and administering Owner's contract for such services.
11. Services during out-of-town travel required of Engineer, other than for visits to the Site or Owner's office as required in Basic Services (Part 1 of Exhibit A).
12. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructibility review requested by Owner; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other documents as a result of such review processes.

Exhibit A – Engineer's Services

EJCDC® E-500, Agreement Between Owner and Engineer for Professional Services.

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13. Preparing additional bidding-related documents (or requests for proposals or other construction procurement documents) or Construction Contract Documents for alternate bids or cost estimates requested by Owner for the Work or a portion thereof.
14. Assistance in connection with bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services, except when such assistance is required to complete services required by Paragraph 5.02.A and Exhibit F.
15. Preparing conformed Construction Contract Documents that incorporate and integrate the content of all Addenda and any amendments negotiated by Owner and Contractor.
16. Providing Construction Phase services beyond the original date for completion and readiness for final payment of Contractor, but only if such services increase the total quantity of services to be performed in the Construction Phase, rather than merely shifting performance of such services to a later date.
17. ~~Preparing Record Drawings, and furnishing such Record Drawings to Owner. Deleted~~
18. Supplementing Record Drawings with information regarding the completed Project, Site, and immediately adjacent areas obtained from field observations, Owner, utility companies, and other reliable sources.
19. Conducting surveys, investigations, and field measurements to verify the accuracy of Record Drawing content obtained from Contractor, Owner, utility companies, and other sources; revise and supplement Record Drawings as needed.
20. Preparation of operation, maintenance, and staffing manuals.
21. Protracted or extensive assistance in refining and adjusting of Project equipment and systems (such as initial startup, testing, and balancing).
22. Assistance to Owner in training Owner's staff to operate and maintain Project equipment and systems.
23. Assistance to Owner in developing systems and procedures for (a) control of the operation and maintenance of Project equipment and systems, and (b) related recordkeeping.
24. Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration, lien or bond claim, or other legal or administrative proceeding involving the Project.
25. Overtime work requiring higher than regular rates.
26. Providing construction surveys and staking to enable Contractor to perform its work other than as required under Paragraph A1.05.A.8; any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys.
27. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner.

Exhibit A – Engineer's Services

EJCDC® E-500, Agreement Between Owner and Engineer for Professional Services.

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28. Extensive services required during any correction period, or with respect to monitoring Contractor's compliance with warranties and guarantees called for in the Construction Contract (except as agreed to under Basic Services).
29. Other additional services performed or furnished by Engineer not otherwise provided for in this Agreement.

A2.02 *Additional Services Not Requiring Owner's Written Authorization*

- A. Engineer shall advise Owner that Engineer is commencing to perform or furnish the Additional Services of the types listed below. For such Additional Services, Engineer need not request or obtain specific advance written authorization from Owner. Engineer shall cease performing or furnishing such Additional Services upon receipt of written notice to cease from Owner.
 1. Services in connection with Work Change Directives and Change Orders to reflect changes requested by Owner.
 2. ~~Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or equal" items; services after the award of the Construction Contract in evaluating and determining the acceptability of a proposed "or equal" or substitution which is found to be inappropriate for the Project; evaluation and determination of an excessive number of proposed "or equals" or substitutions, whether proposed before or after award of the Construction Contract.~~ **Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or equal" items; evaluation and determination of an excessive number of proposed "or equals" or substitutions, whether proposed before or after award of the construction Contract.**
 3. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.
 4. Additional or extended services arising from (a) the presence at the Site of any Constituent of Concern or items of historical or cultural significance, (b) emergencies or acts of God endangering the Work, (c) damage to the Work by fire or other causes during construction, (d) a significant amount of defective, neglected, or delayed Work, (e) acceleration of the progress schedule involving services beyond normal working hours, or (f) default by Contractor.
 5. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of the Work by Owner prior to Substantial Completion.
 6. Evaluating unreasonable or frivolous requests for interpretation or information (RFIs), Change Proposals, or other demands from Contractor or others in connection with the Work, or an excessive number of RFIs, Change Proposals, or demands.
 7. Reviewing a Shop Drawing or other Contractor submittal more than three times, as a result of repeated inadequate submissions by Contractor.
 8. While at the Site, compliance by Engineer and its staff with those terms of Owner's or Contractor's safety program provided to Engineer subsequent to the Effective Date that

exceed those normally required of engineering personnel by federal, State, or local safety authorities for similar construction sites.

This is **EXHIBIT B**, consisting of [4] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [July 27, 2023].

Owner's Responsibilities

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

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

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

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

- I. Advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructibility review.
- J. If Owner designates a construction manager or an individual or entity other than, or in addition to, Engineer to represent Owner at the Site, define and set forth as an attachment to this Exhibit B the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.
- K. If more than one prime contract is to be awarded for the Work designed or specified by Engineer, then designate a person or entity to have authority and responsibility for coordinating the activities among the various prime Contractors, and define and set forth the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of Engineer as an attachment to this Exhibit B that is to be mutually agreed upon and made a part of this Agreement before such services begin.
- L. Inform Engineer in writing of any specific requirements of safety or security programs that are applicable to Engineer, as a visitor to the Site.
- M. Examine all alternative solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, risk manager, insurance counselor, financial/municipal advisor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
- N. Inform Engineer regarding any need for assistance in evaluating the possible use of Project Strategies, Technologies, and Techniques, as defined in Exhibit A.
- O. Advise Engineer as to whether Engineer's assistance is requested in identifying opportunities for enhancing the sustainability of the Project.
- P. Place and pay for advertisement for Bids in appropriate publications.
- Q. Furnish to Engineer data as to Owner's anticipated costs for services to be provided by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice) for Owner so that Engineer may assist Owner in collating the various cost categories which comprise Total Project Costs.
- R. Attend and participate in the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Site visits to determine Substantial Completion and readiness of the completed Work for final payment.
- S. Authorize Engineer to provide Additional Services as set forth in Part 2 of Exhibit A of the Agreement, as required.
- T. Perform or provide the following: [] /

B2.02 Owners are ultimately responsible for compliance with Section 746 of Title VII of the Consolidated Appropriations Act of 2017 (Division A – Agriculture, Rural Development, Food and Drug Administration,

and Related Agencies Appropriations Act, 2017) and subsequent statutes mandating domestic preference and will be responsible for the following:

- A. Sign loan resolutions, grant agreements and letters of intent to meet conditions which include American Iron and Steel language, accepting American Iron and Steel requirements in those documents and in the letter of conditions.
- B. Sign change orders (i.e. C-941 of EJCDC) and partial payment estimates (i.e. C-620 of EJCDC) and thereby acknowledge responsibility for compliance with American Iron and Steel requirements.
- C. Obtain the certification letters from the Engineer upon Substantial Completion of the project and maintain this documentation for the life of the loan.
- D. Where the Owner directly procures American Iron and Steel products,
 - 1. Include American Iron and Steel clauses in the procurement contracts;
 - 2. Obtain Manufacturers' Certifications; and
 - 3. Provide copies to Engineers and Contractors.

Guidance Notes: Where the Owner Provides their own engineering and/or construction services the Owner is responsible for all provisions included in this Bulletin.

Exhibit C

Payments to Engineer for Services and Reimbursable Expenses

1. Compensation for Basic Services as described in Exhibit A, Part I (other than for Resident Project Representative services, which are separately addressed in item 2 immediately below).

Decision Question: Which method of compensation is to be used?

	Lump Sum	Standard Hourly Rates	Percentage of Construction Costs	Direct Labor Costs Times a Factor	Direct Labor Costs Plus Overhead Plus a Fixed Fee	Salary Costs Times a Factor
Use This Base Compensation Packet	Packet BC-1	Packet BC-2	Packet BC-3	Packet BC-4	Packet BC-5	Packet BC-6
Include This Appendix	Appendix 1 (if applicable)	Appendices 1 and 2	Appendix 1 (if applicable)	Appendix 1	Appendix 1	Appendix 1

2. Compensation for services of Resident Project Representative (as described in Exhibit A, Paragraph A1.05.A.2, and in Exhibit D).

Decision Question: Which method of compensation is to be used?

	Lump Sum	Standard Hourly Rates	Percentage of Construction Costs	Direct Labor Costs Times a Factor	Salary Costs Times a Factor
Use This RPR Compensation Packet	Packet RPR-1	Packet RPR-2	Packet RPR-3	Packet RPR-4	Packet RPR-5
Include This Appendix	Appendix 1 (if applicable)	Appendices 1 and 2	Appendix 1 (if applicable)	Appendix 1	Appendix 1

3. Compensation for Additional Services (as described in Exhibit A, Part 2)

Decision Question: Which method of compensation is to be used?

	Standard Hourly Rates	Direct Labor Costs Times a Factor	Salary Costs Times a Factor
Use This Additional Services Compensation Packet	Packet AS-1	Packet AS-2	Packet AS-3
Include This Appendix	Appendices 1 and 2	Appendix 1	Appendix 1

This is **EXHIBIT C**, consisting of [7] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated **July 27, 2023**].

Payments to Engineer for Services and Reimbursable Expenses

COMPENSATION PACKET BC-2: Basic Services – Standard Hourly Rates

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

ARTICLE 2 – OWNER’S RESPONSIBILITIES

C2.01 Compensation For Basic Services (other than Resident Project Representative) – Standard Hourly Rates Method of Payment

- A. Owner shall pay Engineer for Basic Services set forth in Exhibit A, except for services of Engineer’s Resident Project Representative, if any, as follows:
1. An amount equal to the cumulative hours charged to the Project by each class of Engineer’s personnel times Standard Hourly Rates for each applicable billing class for all services performed on the Project, plus Reimbursable Expenses and Engineer’s Consultants’ charges, if any.
 2. The Standard Hourly Rates charged by Engineer constitute full and complete compensation for Engineer’s services, including labor costs, overhead, and profit; the Standard Hourly Rates do not include Reimbursable Expenses or Engineer’s Consultants’ charges.
 3. Engineer’s Reimbursable Expenses Schedule and Standard Hourly Rates are attached to this Exhibit C as Appendices 1 and 2.
 4. The total compensation for Basic services under Paragraph C2.01 including Survey, Preliminary and Final Design, Bidding and Negotiation Phase Services, and Construction Phases Services is estimated to be \$[314,000.00] based on the following estimated distribution of compensation:
 5. Engineer may alter the distribution of compensation between individual phases of the work noted herein to be consistent with services actually rendered, but shall not exceed the total estimated compensation amount unless approved in writing by Owner **and Agency**. See also C2.03.C.2 below.
 6. The total estimated compensation for Engineer’s services included in the breakdown by phases as noted in Paragraph C2.01.A.3 incorporates all labor, overhead, profit, Reimbursable Expenses, and Engineer’s Consultants’ charges.
 7. The amounts billed for Engineer’s services under Paragraph C2.01 will be based on the cumulative hours charged to the Project during the billing period by each class of

Engineer's employees times Standard Hourly Rates for each applicable billing class, plus Reimbursable Expenses and Engineer's Consultants' charges.

8. The Standard Hourly Rates and Reimbursable Expenses Schedule will be adjusted annually (as of [6/11/2019]) to reflect equitable changes in the compensation payable to Engineer. **Changes will not be effective unless and until concurred in by the Owner and Agency.**

C2.02 *Compensation For Reimbursable Expenses*

- A. Owner shall pay Engineer for all Reimbursable Expenses at the rates set forth in Appendix 1 to this Exhibit C.
- B. Reimbursable Expenses include the expenses identified in Appendix 1 and the following: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls, mobile phone charges, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Project-related items; and Consultants' charges. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.
- C. The amounts payable to Engineer for Reimbursable Expenses will be the Project-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to the Project, the latter multiplied by a factor of [1].

C2.03 *Other Provisions Concerning Payment*

- A. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of [1].
- B. *Factors:* The external Reimbursable Expenses and Engineer's Consultants' factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.
- C. *Estimated Compensation Amounts:*
 1. Engineer's estimate of the amounts that will become payable for specified services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.
 2. When estimated compensation amounts have been stated herein and it subsequently becomes apparent to Engineer that the total compensation amount thus estimated will be exceeded, Engineer shall give Owner **and Agency** written notice thereof, allowing Owner to consider its options, including suspension or termination of Engineer's services for Owner's convenience. Upon notice, Owner and Engineer promptly shall review the matter of services remaining to be performed and compensation for such services. Owner shall either exercise its right to suspend or terminate Engineer's services for Owner's

convenience, agree to such compensation exceeding said estimated amount, or agree to a reduction in the remaining services to be rendered by Engineer, so that total compensation for such services will not exceed said estimated amount when such services are completed. If Owner decides not to suspend the Engineer's services during the negotiations and Engineer exceeds the estimated amount before Owner and Engineer have agreed to an increase in the compensation due Engineer or a reduction in the remaining services, then Engineer shall be paid for all services rendered hereunder.

- D. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.

COMPENSATION PACKET RPR-2: Resident Project Representative – Standard Hourly Rates

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

C2.04 *Compensation for Resident Project Representative Basic Services – Standard Hourly Rates Method of Payment*

A. *Owner shall pay Engineer for Resident Project Representative Basic Services as follows:*

1. *Resident Project Representative Services:* For services of Engineer's Resident Project Representative under Paragraph A1.05.A of Exhibit A, an amount equal to the cumulative hours charged to the Project by each class of Engineer's personnel times Standard Hourly Rates for each applicable billing class for all Resident Project Representative services performed on the Project, plus related Reimbursable Expenses and Engineer's Consultant's charges, if any. The total compensation under this paragraph is estimated to be \$[240,000.00] based upon full-time RPR services on an eight-hour workday, Monday through Friday, over a [360] day construction schedule. Also included in the above estimate is the cost for the services of manufacture representatives to assist with periodic project inspection during construction and facility start-up phase.
2. **If rate(s) for RPR services is not indicated in Appendix Two to Exhibit C, "Standard Hourly Rates Schedule," the Standard Hourly Rate for RPR services is \$[85.00] per hour.**

B. *Compensation for Reimbursable Expenses:*

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

4. The Reimbursable Expenses Schedule will be adjusted annually (as of []) to reflect equitable changes in the compensation payable to Engineer. **Changes will not be effective unless and until concurred in by the Owner and Agency.**

C. *Other Provisions Concerning Payment Under this Paragraph C2.04:*

1. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of [1].
2. *Factors:* The external Reimbursable Expenses and Engineer's Consultant's factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.
3. *Estimated Compensation Amounts:*
 - a. Engineer's estimate of the amounts that will become payable for specified services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.
 - b. When estimated compensation amounts have been stated herein and it subsequently becomes apparent to Engineer that the total compensation amount thus estimated will be exceeded, Engineer shall give Owner **and Agency** written notice thereof, allowing Owner to consider its options, including suspension or termination of Engineer's services for Owner's convenience. Upon notice Owner and Engineer promptly shall review the matter of services remaining to be performed and compensation for such services. Owner shall either exercise its right to suspend or terminate Engineer's services for Owner's convenience, agree to such compensation exceeding said estimated amount, or agree to a reduction in the remaining services to be rendered by Engineer, so that total compensation for such services will not exceed said estimated amount when such services are completed. If Owner decides not to suspend Engineer's services during negotiations and Engineer exceeds the estimated amount before Owner and Engineer have agreed to an increase in the compensation due Engineer or a reduction in the remaining services, then Engineer shall be paid for all services rendered hereunder.
4. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner ~~at cost~~ **at no cost**.

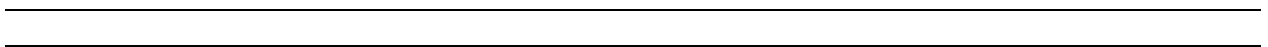
**COMPENSATION PACKET AS-1:
Additional Services – Standard Hourly Rates**

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

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

- A. Owner shall pay Engineer for Additional Services, if any, as follows:
1. *General:* For services of Engineer's personnel engaged directly on the Project pursuant to Paragraph A2.01 or A2.02 of Exhibit A, except for services as a consultant or witness under Paragraph A2.01.A.20, (which if needed shall be separately negotiated based on the nature of the required consultation or testimony) an amount equal to the cumulative hours charged to the Project by each class of Engineer's personnel times Standard Hourly Rates for each applicable billing class for all Additional Services performed on the Project, plus related Reimbursable Expenses and Engineer's Consultant's charges, if any.
- B. *Compensation For Reimbursable Expenses:*
1. For those Reimbursable Expenses that are not accounted for in the compensation for Basic Services under Paragraph C2.01 and are directly related to the provision of Additional Services, Owner shall pay Engineer at the rates set forth in Appendix 1 to this Exhibit C.
 2. Reimbursable Expenses include the expenses identified in Appendix 1 and the following categories: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls, mobile phone charges, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Project-related items; and Consultants' charges. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.
 3. The amounts payable to Engineer for Reimbursable Expenses, if any, will be the Additional Services-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to such Additional Services, the latter multiplied by a factor of [1].
 4. The Reimbursable Expenses Schedule will be adjusted annually (as of [6/11/2019]) to reflect equitable changes in the compensation payable to Engineer. **Changes will not be effective unless and until concurred in by the Owner and Agency.**
- C. *Other Provisions Concerning Payment for Additional Services:*
1. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of [1].
 2. *Factors:* The external Reimbursable Expenses and Engineer's Consultant's Factors at include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.
-
-

3. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner ~~at cost~~ **at no cost**.



This is **Appendix 1 to EXHIBIT C**, consisting of [1] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [July 27, 2023].

Reimbursable Expenses Schedule

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

Use Sussex County On-Call Services Schedule of Rates, effective June 11, 2019

This is **Appendix 2 to EXHIBIT C**, consisting of [1] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [July 27, 2023].

Standard Hourly Rates Schedule

A. *Standard Hourly Rates:*

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

B. *Schedule:*

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

Use Sussex County On-Call Services Schedule of Rates, effective June 11, 2019

This is **EXHIBIT D**, consisting of [5] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [July 27, 2023].

Duties, Responsibilities, and Limitations of Authority of Resident Project Representative

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

ARTICLE 1 - SERVICES OF ENGINEER

D1.01 Resident Project Representative

- A. Engineer shall furnish a Resident Project Representative (“RPR”) to assist Engineer in observing progress and quality of the Work. The RPR may provide full time representation or may provide representation to a lesser degree. RPR is Engineer’s representative at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR’s actions. **Full time Resident Project Representation is required unless requested in writing by the Owner and waived in writing by the Agency.**
- B. Through RPR’s observations of the Work, including field checks of materials and installed equipment, Engineer shall endeavor to provide further protection for Owner against defects and deficiencies in the Work. However, Engineer shall not, as a result of such RPR observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer (including the RPR) have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to the Work or any Constructor’s work in progress, for the coordination of the Constructors’ work or schedules, or for any failure of any Constructor to comply with Laws and Regulations applicable to the performing and furnishing of its work. The Engineer (including RPR) neither guarantees the performances of any Constructor nor assumes responsibility for any Constructor’s failure to furnish and perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents. In addition, the specific terms set forth in Exhibit A, Paragraph A1.05, of this Agreement are applicable.
- C. The duties and responsibilities of the RPR are as follows:
 - 1. *General:* RPR’s dealings in matters pertaining to the Work in general shall be with Engineer and Contractor. RPR’s dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner only with the knowledge of and under the direction of Engineer.
 - 2. *Schedules:* Review the progress schedule, schedule of Shop Drawing and Sample submittals, schedule of values, and other schedules prepared by Contractor and consult with Engineer concerning acceptability of such schedules.
 - 3. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings (but

not including Contractor's safety meetings), and as appropriate prepare and circulate copies of minutes thereof.

4. *Safety Compliance:* Comply with Site safety programs, as they apply to RPR, and if required to do so by such safety programs, receive safety training specifically related to RPR's own personal safety while at the Site.
5. *Liaison:*
 - a. Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Construction Contract Documents.
 - b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.
 - c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.
6. *Clarifications and Interpretations:* Receive from Contractor submittal of any matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. Report to Engineer regarding such RFIs. Report to Engineer when clarifications and interpretations of the Construction Contract Documents are needed, whether as the result of a Contractor RFI or otherwise. Transmit Engineer's clarifications, interpretations, and decisions to Contractor. ,
7. *Shop Drawings and Samples:*
 - a. Record date of receipt of Samples and Contractor-approved Shop Drawings.
 - b. Receive Samples that are furnished at the Site by Contractor, and notify Engineer of availability of Samples for examination.
 - c. Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal, if RPR believes that the submittal has not been received from Contractor, or has not been approved by Contractor or Engineer.
8. *Proposed Modifications:* Consider and evaluate Contractor's suggestions for modifications to the Drawings or Specifications, and report such suggestions, together with RPR's recommendations, if any, to Engineer. Transmit Engineer's response (if any) to such suggestions to Contractor.
9. *Review of Work; Defective Work:*
 - a. Report to Engineer whenever RPR believes that any part of the Work is defective under the terms and standards set forth in the Construction Contract Documents, and provide recommendations as to whether such Work should be corrected,

removed and replaced, or accepted as provided in the Construction Contract Documents.

- b. Inform Engineer of any Work that RPR believes is not defective under the terms and standards set forth in the Construction Contract Documents, but is nonetheless not compatible with the design concept of the completed Project as a functioning whole, and provide recommendations to Engineer for addressing such Work. ; and
- c. Advise Engineer of that part of the Work that RPR believes should be uncovered for observation, or requires special testing, inspection, or approval.

10. *Inspections, Tests, and System Start-ups:*

- a. Consult with Engineer in advance of scheduled inspections, tests, and systems start-ups.
- b. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.
- c. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.
- d. Observe whether Contractor has arranged for inspections required by Laws and Regulations, including but not limited to those to be performed by public or other agencies having jurisdiction over the Work.
- e. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work, record the results of these inspections, and report to Engineer.

11. *Records:*

- a. Maintain at the Site orderly files for correspondence, reports of job conferences, copies of Construction Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Construction Contract, RFIs, Engineer's clarifications and interpretations of the Construction Contract Documents, progress reports, approved Shop Drawing and Sample submittals, and other Project-related documents.
- b. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, Subcontractors present at the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, deliveries of equipment or materials, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.
- c. Upon request from Owner to Engineer, photograph or video Work in progress or Site conditions.

- d. Record and maintain accurate, up-to-date lists of the names, addresses, fax numbers, e-mail addresses, websites, and telephone numbers (including mobile numbers) of all Contractors, Subcontractors, and major Suppliers of materials and equipment.
- e. Maintain records for use in preparing Project documentation.
- f. Upon completion of the Work, furnish original set of all RPR Project documentation to Engineer.
- g. **Maintain all Manufacturers' Certifications in the project file and on-site during construction to ensure compliance with AIS and subsequent statutes mandating domestic preference, as applicable.**

12. *Reports:*

- a. Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
- b. ~~Draft and recommend to Engineer proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.~~ **Deleted**
- c. Furnish to Engineer and Owner copies of all inspection, test, and system start-up reports.
- d. Immediately inform Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, possible force majeure or delay events, damage to property by fire or other causes, or the discovery of any potential differing site condition or Constituent of Concern.

13. *Payment Requests:* Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.

14. *Certificates, Operation and Maintenance Manuals:* During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Contract Documents to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.

15. *Completion:*

- a. Participate in Engineer's visits to the Site regarding Substantial Completion, assist in the determination of Substantial Completion, and prior to the issuance of a Certificate of Substantial Completion submit a punch list of observed items requiring completion or correction.

- b. Participate in Engineer's visit to the Site in the company of Owner and Contractor, to determine completion of the Work, and prepare a final punch list of items to be completed or corrected by Contractor.
 - c. Observe whether all items on the final punch list have been completed or corrected, and make recommendations to Engineer concerning acceptance and issuance of the Notice of Acceptability of the Work (Exhibit E).
- D. Resident Project Representative shall not:
- 1. Authorize any deviation from the Construction Contract Documents or substitution of materials or equipment (including "or-equal" items).
 - 2. Exceed limitations of Engineer's authority as set forth in this Agreement.
 - 3. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers, or any Constructor.
 - 4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of the Work, by Contractor or any other Constructor.
 - 5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
 - 6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
 - 7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.
 - 8. Authorize Owner to occupy the Project in whole or in part.

This is **EXHIBIT G**, consisting of [4] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [July 27, 2023].

Insurance

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

G6.05 *Insurance*

- A. The limits of liability for the insurance required by Paragraph 6.05.A and 6.05.B of the Agreement are as follows: **Engineer shall purchase and maintain such liability and other insurance coverages for not less than the limits as is specified below or required by law, whichever is greater. The insurance shall provide coverage for the services to be performed under this Agreement, whether it is to be performed by the Engineer, or any Consultant or anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable.**

1. By Engineer:

- a. **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:**

**\$100,000 each accident for bodily injury by accident;
\$100,000 each employee for bodily injury by disease; and
\$500,000 policy limit for bodily injury by disease.**

Engineer shall secure a waiver of subrogation in favor of the Owner.

- b. **Commercial general liability insurance which insures against claims for bodily injury, personal and advertising injury and property damage including loss of use arising out of or in connection with services under this Agreement. 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
\$2,000,000 combined single limit – products/completed operations aggregate**

This insurance shall include coverage for all of the following:

- 1. Any general aggregate limit shall apply per project basis;**
- 2. Liability arising from premises and operations;**
- 3. Liability arising from the actions of independent Consultants;**
- 4. Liability arising from completed operations with such coverage to be maintained for three (3) years after final payment ;**

Exhibit G – Insurance.

5. **CONTRACTUAL liability including protection for Engineer from bodily injury and property damage claims arising out of liability assumed under this Agreement;**
6. **Liability arising from the explosion, collapse and underground (XCU) hazards; and**
7. **Waiver of subrogation in favor of the Owner.**

c. Excess or Umbrella Liability with minimum limits of:--

\$5,000,000 each occurrence;

**\$5,000,000 aggregate other than completed operations and auto liability;
and**

\$5,000,000 completed operations aggregate.

This insurance shall include all of the following coverages on the applicable schedule of underlying insurance:

1. **commercial general liability;**
2. **business auto liability; and**
3. **employers' liability.**

The Owner and its appointed and elected officials, employees, agents, directors and officers shall be named as additional insureds on the Engineer's commercial general liability and umbrella excess or excess liability insurance policies with respect to liability arising in whole or in part out of the Engineer's services provided under this Agreement. Such coverage shall extend to cover the additional insured(s) for liability arising out of the following:

1. **On-going operations;**
2. **Bodily injury or property damage claims related to the Owner's general supervision of services as provided by the Engineer under this Agreement; and**
3. **Completed operations.**

Business Auto Liability Insurance:

\$1,000,000 combined single limit or split liability limits of bodily injury at \$1,000,000 each person, \$1,000,000 each accident and property damage of \$1,000,000 each accident.

This insurance shall include coverage for all of the following:

1. **Liability arising out of the ownership, maintenance or use of any auto;**
2. **CONTRACTUAL liability including protection for Engineer from bodily injury and property damage claims arising out of liability assumed under this Agreement;**
3. **Waiver of subrogation in favor of the Owner.**

Professional Liability – required limits of liability:

Each Claim Made \$[2,000,000]

c. ~~Workers' Compensation:~~ ~~Statutory~~

d. ~~Employer's Liability~~

- 1) ~~Bodily injury, each accident:~~ ~~[\$ 100,000]~~
- 2) ~~Bodily injury by disease, each employee:~~ ~~[\$ 100,000]~~
- 3) ~~Bodily injury/disease, aggregate:~~ ~~[\$ 500,000]~~

e. ~~General Liability~~

- 1) ~~Each Occurrence (Bodily Injury and Property Damage):~~ ~~[\$ 1,000,000]~~
- 2) ~~General Aggregate:~~ ~~[\$ 2,000,000]~~

f. ~~Excess or Umbrella Liability~~

- 1) ~~Per Occurrence:~~ ~~[\$5,000,000]~~
- 2) ~~General Aggregate:~~ ~~[\$5,000,000]~~

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

~~_____~~ ~~[\$1,000,000]~~

h. ~~Professional Liability~~

- 1) ~~Each Claim Made~~ ~~[\$2,000,000]~~
- 2) ~~Annual Aggregate~~ ~~[\$2,000,000]~~

i. ~~Other (specify):~~ ~~[\$ _____]~~

2. By Owner:

a. ~~Workers' Compensation:~~ ~~Statutory~~

b. ~~Employer's Liability~~

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

c. ~~General Liability~~

- 1) ~~General Aggregate:~~ ~~[\$ _____]~~

Exhibit G – Insurance.

2) — Each Occurrence (Bodily Injury and Property Damage): \$[]

d. — Excess Umbrella Liability

1) — Per Occurrence: \$[]

2) — General Aggregate: \$[]

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

\$[]

f. — Other (specify): \$[]

B. — Additional Insureds:

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

a. []
Engineer

b. []
Engineer's Consultant

c. []
Engineer's Consultant

d. []
{other}

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

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

This is **EXHIBIT H**, consisting of [1] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [July 27, 2023].

Dispute Resolution

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

H6.08 *Dispute Resolution*

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

This is **EXHIBIT J**, consisting of [1] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [July 27, 2023].

Special Provisions

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

This is **EXHIBIT K**, consisting of [2] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [July 27, 2023].

AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment No. _____

The Effective Date of this Amendment is: _____.

Background Data

Effective Date of Owner-Engineer Agreement:

Owner:

Engineer:

Project:

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

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

Description of Modifications:

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

Agreement Summary:

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

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

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

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

OWNER:

ENGINEER:

By: _____
Print
name: _____

By: _____
Print
name: _____

Title: _____

Title: _____

Date Signed: _____

Date Signed: _____

ENGINEERING DEPARTMENT

HANS M. MEDLARZ
COUNTY ENGINEER

(302) 855-7370 T
(302) 854-5391 F

hans.medlarz@sussexcountyde.gov



Sussex County

DELAWARE
sussexcountyde.gov

Memorandum

TO: Sussex County Council
The Honorable Michael H. Vincent, President
The Honorable John L. Rieley, Vice President
The Honorable Cynthia C. Green
The Honorable Douglas B. Hudson
The Honorable Mark G. Schaeffer

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

RE: ***South Coastal WRF Treatment Process Upgrade No.3 & Rehoboth Beach WTP Capital Improvement Program, Phase 2 A. Electrical Construction, Project C19-17, Change Order No. 24***

DATE: August 1, 2023

In summary, the South Coastal WRF Treatment Process Upgrade No.3 encompasses the following components and statuses:

- a. Effluent Forcemain Relocation/Replacement; Completed in fall of 2019.
- b. Influent Forcemain Consolidation; Completed in May of 2020.
- c. Drainage Network Rerouting;
This scope was not included in the base bid. After cost comparison between the General Labor & Equipment Contract versus a change order under Ronca's general construction contract; Council awarded the stand alone Change Order Request 554-001 to Ronca & Sons, Inc. in the amount of \$104,592.96 on March 10, 2020. The construction was completed in July 2020.
- d. General Construction Project C19-11; awarded on December 17, 2019, to M.F. Ronca & Sons, Inc.

On March 10, 2020, Council authorized Change Order No.1 in the net amount of \$97,294.31 for deletion of the record drawing requirement and the modification of the RBWTF influent forcemains.

On May 12, 2020, Council authorized credit Change Order No. 2 in the amount of (\$12,705.00) eliminating an explosion proof motor requirement.



On July 28, 2020, Council approved credit Change Order No. 3 in the combined amount (\$9,764.30) for use of County surplus materials.

Change Order No.4 in the amount of \$871,000.00 for the repairs of partial failures at the two City of Rehoboth's wastewater treatment plant oxidation ditch systems was also approved on July 28, 2020. M.F. Ronca & Sons, Inc. completed the scope in May of 2021 and the County increased the flow contribution to the City's plant.

On December 15, 2020, County Council approved Change Order No. 6 for steel framing repairs in the first oxidation ditch on a time & material basis up to \$10,500.00 in addition to the concrete repairs conducted per the awarded contingent unit price schedules.

The County initiated RFP-019 for interior headworks piping modifications and RFP-023 covering the addition of a cross connection between the existing 14-inch process drain header for Aeration Tank Nos. 1-4 and the new header for the Aeration Tank Nos. 5-8. On September 22, 2020, Council approved Change Order No.5 in the combined amount of \$32,991.66.

GHD issued RFP-031 for the installation of plug valves on each of the 12-inch recycle influent pipes to be connected to the existing Aeration Tank Nos. 1-4 and to the new Aeration Tank Nos. 7-8. On December 15, 2020, Change Order No. 7 was approved for said shut off valves in the amount of \$31,974.51.

The new South Coastal aeration basin had to be connected to the existing large diameter sludge return piping requiring a forward flow stoppage. Minimizing the joint risk M. F. Ronca proposed a line stop approach under Change Order No. 8. Since it also gained construction efficiency, they offered to only charge for the subcontractor work.

In the spring of 2021, the Rehoboth Beach WTP oxidation ditch rehabilitation was receiving expansive attention including:

- Contingent Unit Price Concrete Repairs, Bid Items F-19 & F-20
- Steel Repairs authorized under Change Order No. 6
- Steel Coatings authorized as part of Change Order No. 4

In addition, all of the leaking expansion joints have been repaired under a time & material approach. On March 9, 2021, County Council approved Change Order Nos. 8 and 9 in the respective amounts of \$34,765.50 and \$45,600.00.

Only one of the two headworks vertical influent pipes has a shut off valve and Environmental Services requested a second valve. In addition, two of the existing headworks slide gates were compromised in need of replacement. On May 25, 2021, Council approved Change Order No. 10 in the aggregate amount of \$34,160.64.

The County initiated RFP-039 addressing modifications to two slide gates avoiding conflict with the new air piping. In addition, it was discovered during the rehabilitation work in the grit tanks, that the existing influent chutes to the stacked tray grit removal systems were significantly compromised. On June 22, 2021, Council approved Change Order No. 11 in the aggregate amount of \$59,557.16.

The design team-initiated RFP-038 for exhaust duct modifications associated with the new turbo blowers and RFP-041 correcting the elevation difference in the headworks cross channel. On July 13, 2021, Council approved Change Order No. 12 to M.F. Ronca & Sons in the aggregate amount of \$14,700.07.

The contract as bid included concrete repairs to the City's headworks and influent splitter box. With the structures by-passed and accessible, the full extent of the damage required an alternative approach detailed in RFP-037 including full demolition of the upper level as well as the channel between it and the splitter box. GHD, the City Engineer and the County Engineer supported the approach, and the change order was within budget of the City's financing arrangements previously approved by the City and County elected officials. Therefore, Council approved Change Order No. 13 to M.F. Ronca & Sons in the amount of \$1,043,243.92 on August 10, 2021.

The City requested M.F. Ronca & Sons' assistance in the wetwell cleaning of the State Rd. pump station to allow a full evaluation in preparation of the upgrade design. In addition, the City requested to modify the air intake for B-10 Building ventilation from a roof mount to an existing window opening. On November 30, 2022, County Council approved Change Order No. 14 in the aggregate amount of \$7,380.37.

Upon exposure of the normally submerged piping at the oxidation ditches, GHD formulated an initial repair scope for the influent, return sludge & air piping including replacement of valves and fittings. It was subsequently reduced and Michael F. Ronca & Sons, Inc. proposed to perform the modified repair scope for \$324,996.81. GHD, the City Engineer and the County Engineer supported the modified approach. However, this amount is not within budget of the City's financing arrangements previously approved. The City will pay for this change order directly out of City funds. County Council approved Change Order No. 15 on January 11, 2022, subject to direct payment by the City. Since then, it was determined that the pipe support configuration for the replacement of oxidation ditch influent piping at the City's WTP required additional supports and RFP-056 was issued. Michael F. Ronca & Sons, Inc. proposed to perform the expanded repair scope for \$8,992.49. County Council approved Change Order No. 17 to M.F. Ronca & Sons in the amount of \$8,992.49 on January 25, 2022.

GHD's design scope included a separate task for the hydraulic transient analysis of the South Coastal effluent force under various pumping scenarios. After County approval of the findings, GHD issued RFP-052 for replacing air valves on the effluent force main and installing additional air valves at new locations. This work scope was not known at time of base bid and hence not included. On January 11, 2022, County Council issued Change Order No. 16 to M.F. Ronca & Sons in the amount of \$88,132.23.

The South Coastal RWF's return sludge pumping station has three (3) pumps, two of which have been upgraded. The third unit recently experienced a failure, and the Environmental Services requested replacement of the pump and piping to be integrated in the project as per RFP-053. Michael F. Ronca & Sons, Inc. proposed Change Order No. 18 in the amount of \$ 31,101.61, which Council approved on January 25, 2022.

Under RFP-053 the Environmental Services staff requested replacement of two (2) compromised pumps and rail systems in the existing filtrate return pump station in the filter building. Under RFP-057 the City staff requested new fiberglass baffles and a guide bracket assembly to replace the original wooden baffle assembly located in the flow splitter box. M.F. Ronca & Sons proposed to complete the work for \$90,081.84 and \$8,132.66 respectively which Council approved on February 8, 2022, via Change Order 19.

The City requested M.F. Ronca & Sons' assistance in the installation of a lintel above the screen chute complete with control joints limiting vertical cracking. Ronca proposed to complete this work for \$7,426.59.

Starting in 2021, Environmental Services started experiencing more frequent malfunctions and alarm call outs with the influent screens at the Inland Bays RWF. In addition, a reduction in screen bar opening from ¼-inch to 3/16-inch opening will help the facilities sludge accumulation. The units were commissioned in the fall of 2010 and normally have a 15-year service life. The Engineering Department requested the assistance of Michael F. Ronca & Sons, Inc. and their investigation revealed that a full replacement could be accomplished for \$ 253,417.58, which was only 10% more expensive than a full rebuilt. Therefore, County Council approved Change Order No. 20 in the aggregate amount of \$260,844.17 on March 8, 2022 for the replacement in kind of two screens at Inland Bays and the masonry work at the City's plant.

The South Coastal facility requires alkalinity adjustments. In the past caustic soda was used however with the upgrade project the approach was switched to magnesium hydroxide. The as bid design included an innovative low energy consumption type Enviromix gas mixing system with a performance guarantee which was not met at start up. Therefore, the design approach was switched to a traditional impeller type mixing system. Michael F. Ronca & Sons, priced the modification including the full contract credits relating to the original

Enviromix system and on March 29, County Council approved Change Order No. 21 in the aggregate amount of \$45,989.72.

The FY2022 Environmental Services budget included roof repairs of the South Coastal administration building and conversion of an existing pole building to an electrical panel shop. M. F. Ronca & Sons already has subcontractors in their scope of work who perform this type of work. They priced the building modification and selectively investigated the roof conditions. The roof dating to the original construction needs full replacement and has areas of compromised decking. Due to market volatility, long lead times and anticipated incremental increases in roofing material (membrane & tapered insulation) costs, pricing includes a material escalation allowance. Upon delivery of roofing materials final costs will be incorporated in a corrective change order reflecting actual material increases. Roof decking replacement will be performed at a unit cost of \$25.00 per SF incorporated into the corrective change order. On May 10, 2022, Council approved Change Order No. 22 in the aggregate amount of \$306,692.52 for pole building enclosure and admin building roof replacement followed by a later corrective change order adjusting unit costs and material pricing.

Environmental Services initiated RFP-067 for painting of the original 1970s mechanical building pump room and M. F. Ronca & Sons proposed to perform the work for \$7,893.90. On June 7, 2022, Council approved Change Order No. 23 in the amount of \$7,893.90.

Environmental Services initiated RFPs-072 & 073. The first deals with a new isolation valve on the existing 8-inch equalization return line in the Mechanical Building Pump Room. The second one modifies the PLC control logic in motor circuit protection of the new turbo blowers and the human machine interfaces graphic displays. On August 23, 2022, Council approved Change Order No. 24 to M.F. Ronca & Sons in the aggregate amount of \$12,829.83.

The headworks at the SCRWF are covered and the ventilated air treated for odors. The contract included unit pricing repair items for the headworks. The damage discovered during the rehabilitation work in the headworks and grit tanks indicated corrosion way above the anticipated levels. Therefore, the Engineering Department initiated RFP-071 for improvements to the headworks ventilation. After value engineering by M. F. Ronca & Sons they proposed to perform the work for \$126,590.76. On October 11, 2022, Council approved Change Order No. 25, significantly extending the asset life of the headworks in the amount of \$126,590.76.

Upon condition exploration of the City's main system pump station on State Street, GHD formulated an initial repair scope and subsequently issued RFP-075 for the repairs. This station also carries the County's Henlopen Acres Sewer District Area flows, and the County participates in the repair effort. With the urgency of the repair evident, the City requested inclusion in the

project. M. F. Ronca & Sons, Inc. proposed to perform the modified repair scope for \$2,270,000.00. GHD, the City Engineer and the County Engineer supported the modified approach. On December 6, 2022, Council approved Change Order No. 26 to Michael F. Ronca & Sons, Inc. to perform the expanded State Street Pump Station repair scope for \$2,270,000.00. The City will pay for this change order directly out of City funds with separate invoice by contractor. In addition, with concurrence of the City, County Council granted Substantial Project Completion for the Rehoboth Beach WTP Capital Improvement Program, Phase 2 as of November 14, 2022.

In January of 2023, GHD conducted a factory acceptance test of the new turbo blower system controls. The test revealed that modifications to the PLC and HMI programs were necessary. All parties agreed that the quantity of the desired modifications would trigger RFP-079. M. F. Ronca & Sons, Inc. proposed to perform the additional scope for \$4,412.55.

The original bid contained a unit cost for grit removal from the sludge holding lagoons. For Lagoon B a hydraulic removal was considered but due to the quantity of grit a mechanical removal was analyzed. It would result in the destruction of the 20-years+ old liner. However, despite the replacement cost of the liner in the amount of \$84,375.17 the overall approach proved to be more cost effective and resulted in a new liner. On March 21, 2023 Council concurred and approved M. F. Ronca & Sons, Inc.'s Change Order No. 27 in the aggregate amount of \$88,787.72.

The project includes a new aeration basin and the associated above ground air supply piping. The air supplied by the turbo blowers is compressed and heats up in the process. Therefore, the piping has to balance the expansion and contraction via a specialized support system. GHD conducts routine construction phase QC inspections. During the last one in April, GHD identified opportunities to further reduce pipe stress and increase service life summarized in the attached RFP-081. The additional made to order components were administratively authorized after review of preliminary pricing to maintain the project schedule. On June 6, 2023, Council approved M. F. Ronca & Sons, Inc.'s Change Order No. 28 in the amount of \$108,583.52.

During the startup of the upgraded mechanical plant pump station a onetime pressure transient was experienced. In an abundance of caution GHD recommended under RFP-088 to replace the gauge with a pressure transmitter in the same location. M. F. Ronca & Sons, Inc. proposes to install the modified tap and piping for \$1,656.00.

The original project bid included a complex winch system moving biosolids containers back and forth under the belt press shoots to allow for uniform loading. Staff has been operating the regional biosolids system for two years and found the occasional moving of the containers to be unproblematic. This

allows for the elimination of the winch system under RFP-088. M. F. Ronca & Sons, Inc. proposes a credit of (-\$282,145.60). On July 18, 2023, Council approved Change Order No. 29 for M. F. Ronca & Sons, Inc. in the aggregate credit amount of (-\$280,489.60).

- e. **Electrical Construction Project C19-17**; awarded on December 17, 2019, to BW Electric, Inc.

On February 4, 2020, Council awarded Change Order No.1 in the credit amount of (\$759,374.80) mostly for changes to the conduit materials. A second credit change order was approved on March 10, 2020, in the amount of (\$6,800.00) for ductbank modifications.

On April 7, 2020, Council approved Change Order No.3 in the not to exceed amount of \$235,637.33 for DP&L requested changes to the utility power service entrance location at the RBWTP.

On May 12, 2020, Council authorized Change Order No.4 in the amount of \$11,350.00 for reconstruction of the original electrical equipment in South Coastal's sludge handling building electrical room.

On July 28, 2020, Council approved Change Order No.5 in the combined amount of \$37,830.00 for the removal of an existing electrical handhole and duct bank and the modification of the duct bank between the DP&L utility switching pedestal and the transformer.

On September 22, 2020, Council approved Change Order No.6 in the amount of \$16,550.00 for the change of the sewer service for the return sludge building No. 2 from a gravity drain to a pumped approach.

On September 22, 2020, Council approved Change Order No. 7 in the not to exceed amount of \$307,300.00 for the City's oxidation ditch complete electrical equipment replacement. This change order had an allowance for sensor replacements which proved too low and required an increase of \$6,582.80. Council approved the modification to Change Order No. 7 on November 10, 2020.

On November 10, 2020, Council approved Change Order No. 8 in the aggregate amount of \$2,249.00 covering RFP-027, RFP-028, RFP-029 & RFP-030. GHD has concluded that RFP-029 can be rescinded in its entirety. Therefore, the scope of work in the Sludge Building reverts to the Drawings, as modified by Change Order No. 4 associated with RFP-016. However, on December 15, 2020, Council approved the modification reducing Change Order No. 8 by \$9,040.00 for a modified net total credit of (\$6,791.00).

On February 9, 2021, Council approved Change Order No. 9 in the aggregate amount of \$30,554.00 covering RFPs-032 & 033. The first RFP provided

upsized control panels, conduit and conductors associated with the two (2) Jet Mixing Pump VFDs while the second dealt with a modified temporary electrical feeder arrangement and a redirection of the medium voltage loop.

On August 10, 2021, Council approved Change Order No. 10 in the aggregate amount of \$7,320.00 covering RFP- 035 for waterproofed convenience receptacles at the return sludge building's pump room and RPP-040 for additional site lighting in the area of the generator and blower buildings.

On October 12, 2021, Council approved Change Order No. 11 in the aggregate amount of \$47,328.70 covering the City's initiated RFPs-042 & 44. The first one replaces the deteriorated pull box at building B-10 with a stainless steel one and the second one addresses modifications to the garage feeder.

Also on October 12, 2021, Council approved Change Order No. 12 in the amount of \$4,779.38 covering RFP-045 for modification to the aeration basin lighting out of operational safety concerns.

On January 11, 2022, County Council issued Change Order No. 13 in the aggregate amount of \$20,018.56 for City initiated RFPs -043 & 049. The first one relates to the electrical control requirements for a booster pump in Building T-1. The second one addresses rewiring of the two (2) level sensors and dissolved oxygen probes at the oxidation ditches.

Also On January 11, 2022, County Council issued Change Order No. 14 in the credit amount of (\$6,485.87) for the elimination of four valve actuators.

The City's lighting in the headworks building and the panelboard in the chemical building are compromised by corrosion and City staff requested replacement as per RFP-050. The County Environmental Services and IT staff reanalyzed the facility's fiber optic cabling needs and requested inner duct modifications under RFP-059. BW Electric proposed to make the changes for \$12,018.72 and \$16,100.70 respectively and on February 8, 2022, Council issued Change Order No. 15 in the aggregate amount of \$28,119.42.

On March 29, 2022, County Council issued Change Order No. 16 in the aggregate amount of \$52,003.13 for the DP&L metering modifications at the City's plant and dedicated VFD cabinet ventilation.

The following RFPs were requested by Environmental Services:

1. RFP-064 for float-controlled effluent pump backup control panel in the event of a failure in the digital pump control system or level transmitter in the amount of \$29,895.13.
2. RFP-065 for the demolition and replacement of the original 1970s lighting in the Headworks Pump Room, Headworks Grit Dewatering Room, Mechanical Building Pump Room, and outdoor wallpacks around perimeter of Mechanical Building in the amount of \$80,099.11.

3. RFP-066 for additional circuits and conduits associated with a conveyor warning alarm in the Cake Storage Building, and for separation of 120 VAC circuits from 24 VDC circuits originating in Cake Storage Building in the amount of \$3,090.30.
4. RFP-068 for the electrical work associated with replacing the compressed gas mixing system with a mechanical mixing system in the amount of \$83,738.84. This is the companion change order to Michael F. Ronca & Sons' Change Order No. 21 for the mechanical work.
5. RFP-069 for a change in the existing 6-way DB-5A allowing for the MH-47 to be eliminated at a credit of (\$7,500.00).

On May 10, 2022, Council approved BW Electric, Inc.'s Change Order No. 17 in the aggregate amount of \$189,323.38.

The pumps and rail systems in the existing filtrate return pump station were upgraded under Change Order No. 18 by M. F. Ronca & Sons. RFP-060 covers the electrical and control upgrades associated with that station. This work was not part of the original plant upgrade scope. BW Electric, Inc. proposed to complete the work for \$92,713.82. In order to address operator safety and access cameras, as well as network access points, proposals were requested at aeration tanks 5-8 requiring a series of additional conduits and pull boxes. BW Electric, Inc. proposed to complete the work for \$50,362.91. On June 7, 2022, Council approved Change Order No. 18 to BW Electric, Inc in the aggregate amount of \$143,076.73.

Provide a credit proposal to remove the Off-Site Manufacturer Course Training specified in the construction documents. This will be conducted as part of the startup process resulting in a credit of \$17,758.13. On October 11, 2022, Council approved Change Order No. 19 in the amount of \$17,758.13.

On October 11, 2022, Council approved M. F. Ronca & Sons' Change Order No. 25 for the SCRWF for improvements to the headworks ventilation. GHD issued the companion RFP-077 for the odor control electrical modifications. In response BW Electric, Inc. proposed to complete the work for \$19,401.62.

GHD also issued companion RFP-076 for the electrical components associated with City's State Street pump station repair scope. In response BW Electric, Inc. proposed to complete the work for \$462,938.82. The City has concurred in the issuance and again will pay for this change order directly out of city funds with separate invoice by the electrical contractor.

On December 6, 2022, Council approved Change Orders No. 20 in the amount of \$19,401.62 & 21 in the amount of \$462,938.82 to BW Electric, Inc. for the headworks ventilation and the expanded State Street Pump Station electrical repair scope. The latter paid for by the City via direct reimbursements to the contractor.

BW Electric, Inc. submitted RFI-102 questioning the absence of a neutral bonding conductor in the electrical feeder 5A. GHD investigated the information request and concluded that the least costly solution to achieve the NEC required bonding was to add a conductor. Since this was an omission in the original documents, all of GHD's work associated with this item was not billed. On March 21, 2023 Council concurred and approved BW Electric's Change Order No. 22 in the amount of \$33,342.10.

Environmental Services initiated the following RFPs:

1. RFP-082 deals with now required generator building feeder replacement since the "spare" shown on record drawings turned out to be already occupied. BW Electric proposed to complete the task for \$4,736.24.
2. RFP-083 for the shop feeder conductor replacements required due County's equipment changes. BW Electric agreed to perform it at no cost.
3. RFP-084 covers the complete replacement of original 1970s lagoon sludge lighting system. It is largely inoperative, and the poles and fixtures are heavily corroded. BW Electric proposed to complete the task for \$86,480.73.
4. RFP-085 for the welder receptacles upgrades. BW Electric proposed to complete the task at no cost.
5. RFP-087 for the electrical components and signal wiring associated with the pressure sensor in the mechanical pump station. This is the electrical companion scope to Michael F. Ronca & Sons' RFP-088 for the mechanical work. BW Electric proposed to complete the task for \$10,340.23.

On July 18, 2023, Council approved Change Order No. 23 for BW Electric, Inc. in the aggregate amount of \$101,557.20.

BW Electric has now priced RFP-089 for the electrical credit associated with the winch system elimination at (\$10,134.30). They are still working on the pricing associated programming under RFP-090. In addition, an electrical safety issue at the SC administration building was identified under RFP-091. It required removing the existing PLC cabinet located in the Administration Building's electrical room, and replacing it with a new PCS cabinet, PCS-AB in its place. BW Electric has now priced RFP-091 at \$68,103.21. The last RFP-092 was associated with HVAC related issues in the Sodium Hypochlorite Building electrical room replacing it with a new power circuit and DS for a heat pump as well as providing new outdoor receptacle and associated power circuit. BW Electric has priced RFP-092 at \$8,554.77. The General Contractor is still pricing the mechanical components under RFP-093.

The Engineering Department recommends approval of BW Electric, Inc.'s Change Order No. 24 in the aggregate amount of \$66,523.68.

- f. Mobile Belt Filter Press; awarded on January 7, 2020, Council to Kershner Environmental Technologies. The unit is currently stationed at South Coastal in anticipation of the aeration basin transfer.

- g. DP&L direct expenses; on February 4, 2020, Council approved the electric utility service relocation contract with the utility.
- h. The Rehoboth Beach WTP was built on a municipal landfill and Council approved a stand-alone competitive purchase order to Melvin L. Joseph Construction Company, Inc. for material hauling & screening on July 14, 2020.

The updated expenses associated with the South Coastal WRF Treatment Process Upgrade No.3 & Rehoboth Beach WTP Capital Improvement Program; Phase 2 are summarized in the attached spreadsheet.



**SUSSEX COUNTY
CHANGE ORDER REQUEST**

A. ADMINISTRATIVE:

1. Project Name: **SCRWF Treatment Process Upgrade No. 3 & RBWTP Capital Improvement Program, Phase 2 – Electrical Construction**

2. Sussex County Project No. C19-17

3. Change Order No. 24

4. Date Change Order Initiated - 8/1/23

5. a. Original Contract Sum \$22,178,674.00

b. Net Change by Previous Change Orders \$711,349.05

c. Contract Sum Prior to Change Order \$22,890,023.05

d. Requested Change \$ 66,523.68

e. Net Change (No. of days) 125

f. New Contract Amount \$22,956,546.73

6. Contact Person: Hans Medlarz, P.E.

Telephone No. (302) 855-7718

B. REASON FOR CHANGE ORDER (CHECK ONE)

- 1. Differing Site Conditions
- 2. Errors and Omissions in Construction Drawings and Specifications
- 3. Changes Instituted by Regulatory Requirements
- 4. Design Change
- 5. Overrun/Underrun in Quantity



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Harrington DE 19952

Office: 302.566.6248
Fax: 302.566.6251

Bryon Warren
President
302-270-5719

Email(s):
office@bwelectricinc.com
estimates@bwelectricinc.com

July 18, 2023

Subject: SCRWF Upgrade No. 3 & RBWWTP CIP Upgrade Phase 2 RFP No. 89
Dear Mr. Medlarz,

Our price to perform the electrical work associated with the above project is based on RFP No. 89. Our price does not include the use of Prevailing Wages. Our price is a credit of **\$10,135.30** and includes the following:

Description of proposed changes:

A separate RFP has been generated for the General Contractor to delete the work associated with the Biosolids Winch System. This RFP is issued to request the Electrical Contractor to provide a credit proposal for deletion of electrical work associated with the deletion of the Biosolids Winch System as indicated in the attached figure with red clouds. The figure indicates deletion of electrical work via cross hatching and/or notes on the figure. Proposal credit shall include all labor, materials and equipment that will have been required to perform the deleted work.

Exclusions

1. No permit fees.
2. No cutting.
3. No patching or painting.
4. No liquidated damages.

This price is good for thirty (30) days only.

Sincerely,

Jason R. Walters
B. W. Electric, Inc.
Superintendent
JRW/

#SCRWF Upgrade No.3 and RBWWTP CIP Upgrade Phase 2 : RFP No. 089

Totals (Summary) - Bid Summary: Default

Material	
Non-Quoted	-\$3,031.58
Quotes	0.00
Sales Tax (0.00%)	0.00
Total Material	-\$3,031.58
Labor	
Direct (-85.07 hours @ \$65.00)	-\$5,529.55
Non-Productive Labor	0.00
Total Labor (-85.07 hours)	-\$5,529.55
Direct Job Expenses	\$0.00
Tools and Miscellaneous Materials	0.00
Subcontracts	0.00
Job Subtotal (Prime Cost)	-\$8,561.13
Overhead (10.00%)	-856.11
Profit (5.00%)	-470.86
Job Total	-\$9,888.10
Bond	
Bond	-247.20
Job Total with Bond	-\$10,135.30
Actual Bid Price	-\$10,135.30
Material to Direct Labor ratio: 0.35	
Prime Cost per square foot	\$0.00
Job Total per square foot	\$0.00
Actual Bid Price per square ft	\$0.00
Labor cost per square foot	\$0.00
Labor hours per square foot	0.00
Gross Profit %	15.53
Gross Profit \$	-\$1,574.17
Net Profit %	7.08



Request for Proposal

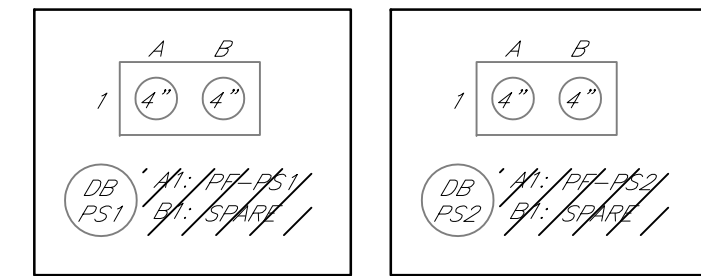
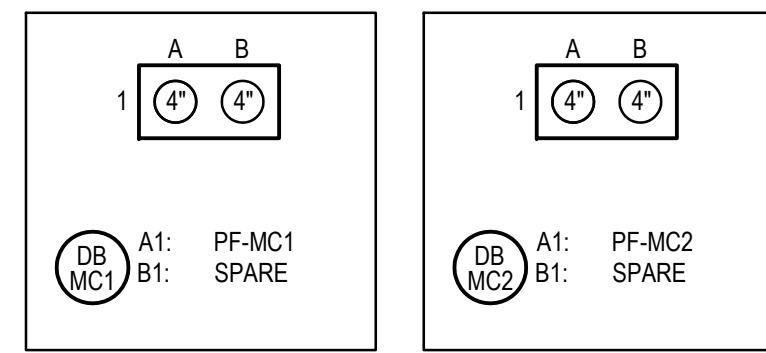
Project Title	SCRWF Upgrade No. 3 & RBWWTP CIP Upgrade Phase 2		
Owner	Sussex County, Delaware		
Contract No.	C19-17: Electrical Construction	GHD Project No.	11121182
Contractor is requested to provide a Change Proposal for the following proposed modifications to the Work. This request alone neither directs nor approves any change to the Work nor any adjustments to the Contract Price or Contract Times. Contractor's proposal shall be submitted to Engineer for review and shall adhere to all requirements of the Contract Documents. If found acceptable to Owner and Engineer, Contractor's Change Proposal will be incorporated into the Work via Change Order.			
RFP No.	089		
RFP Subject	Winch System Deletion - Electrical		
Issued By	R. Cardinal	Issue Date	July 10, 2023

Description of proposed changes:

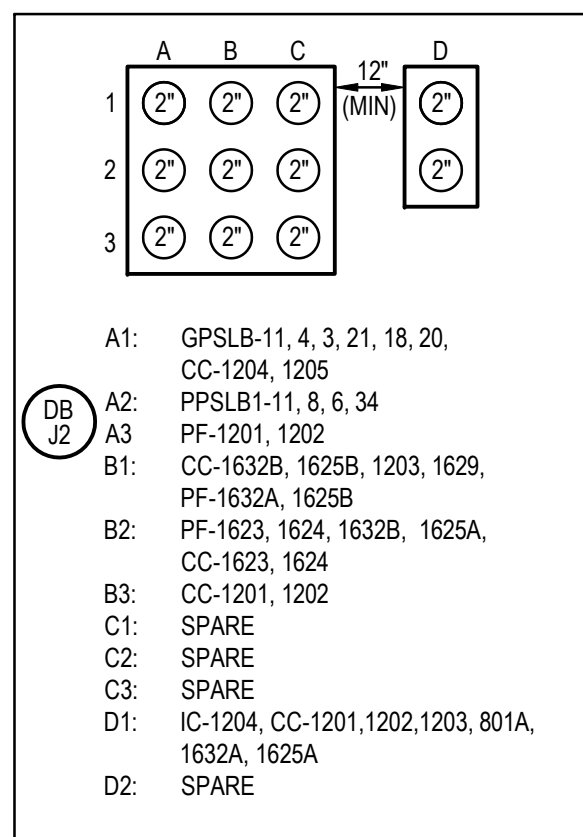
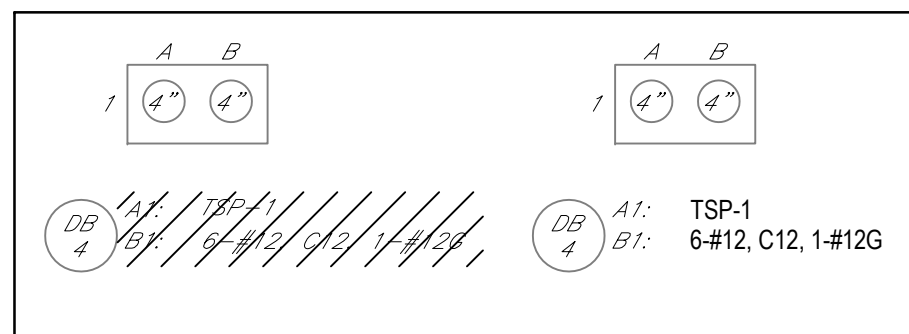
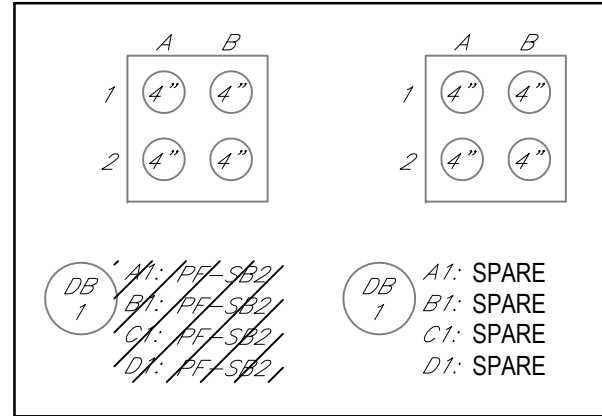
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FIGURE RFP-089-1

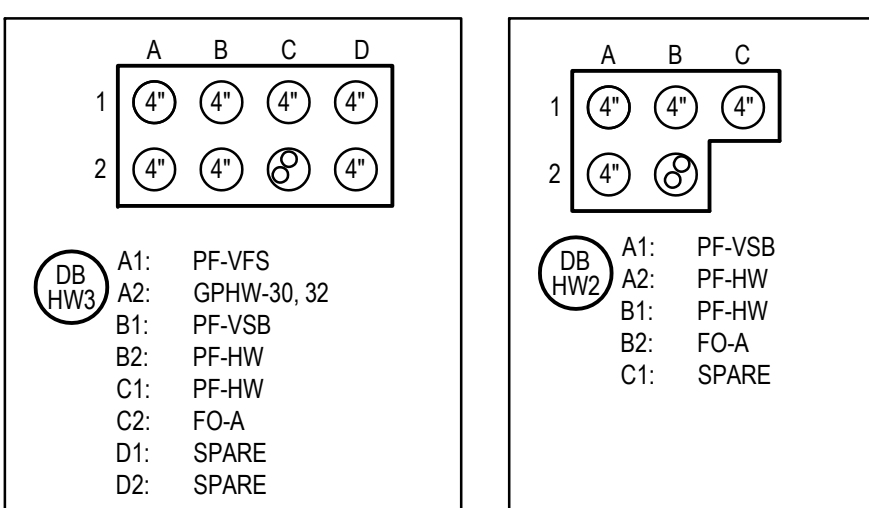
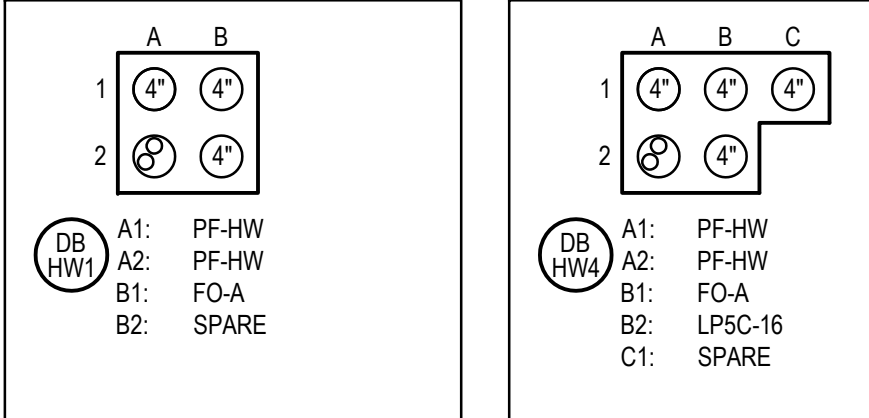
MEDIUM VOLTAGE PRIMARY SERVICE



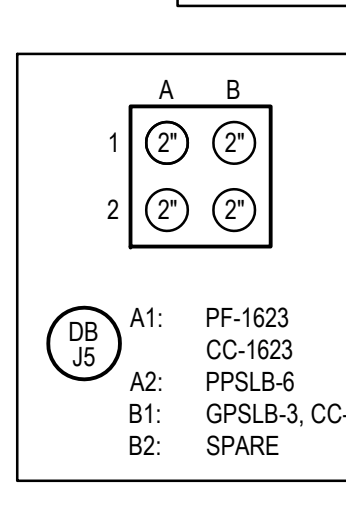
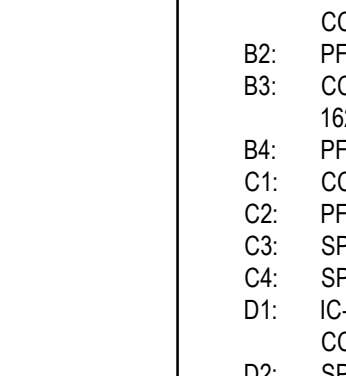
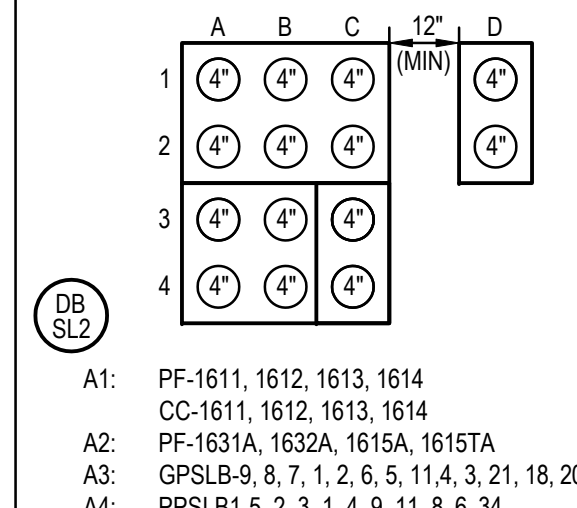
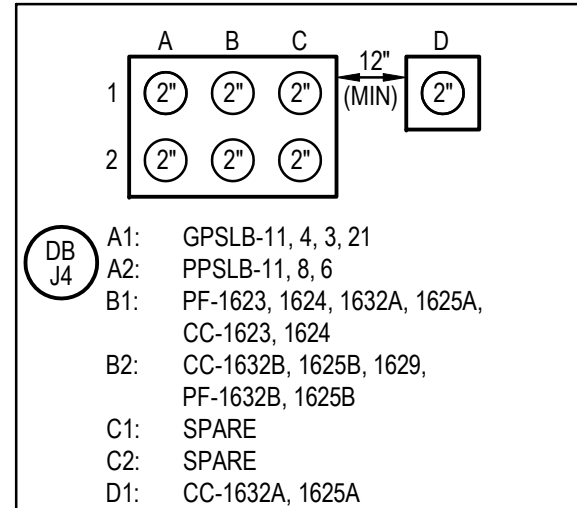
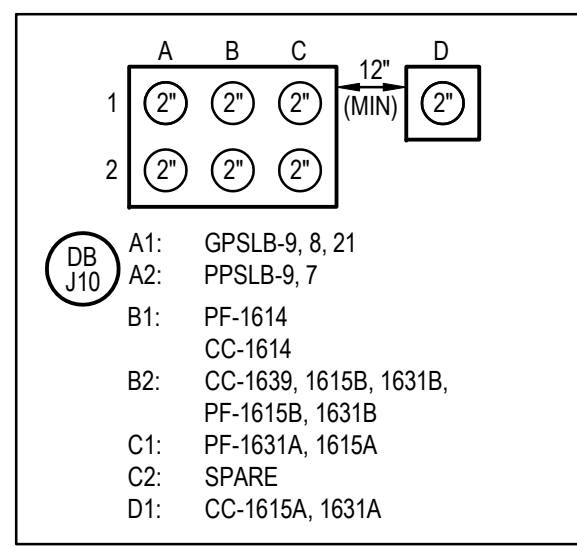
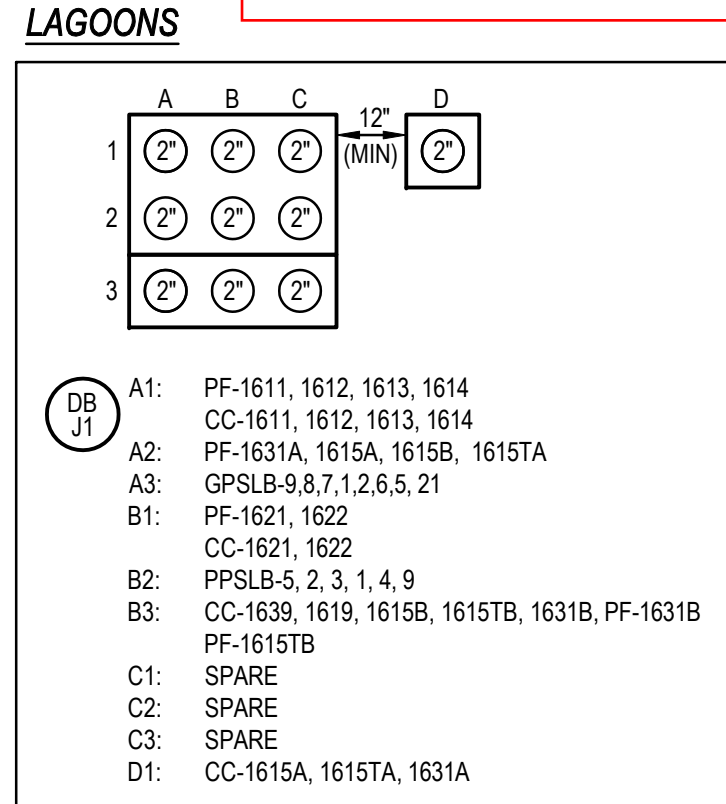
SLUDGE BUILDING



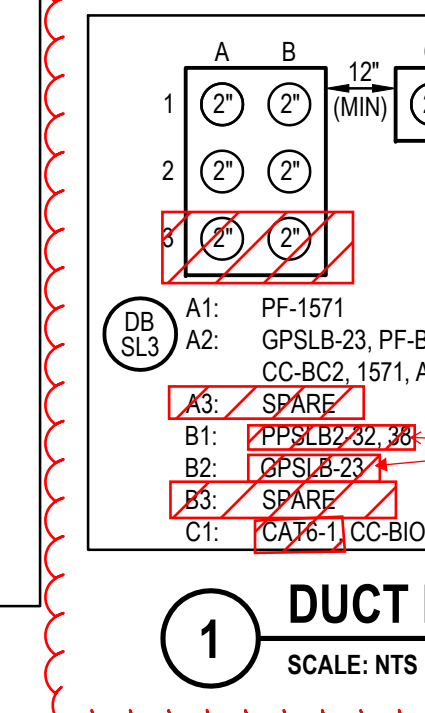
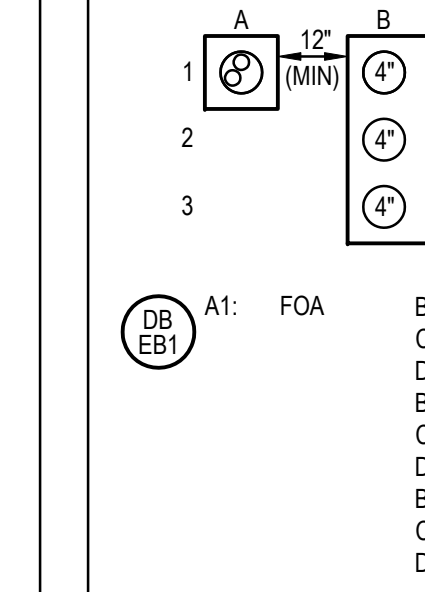
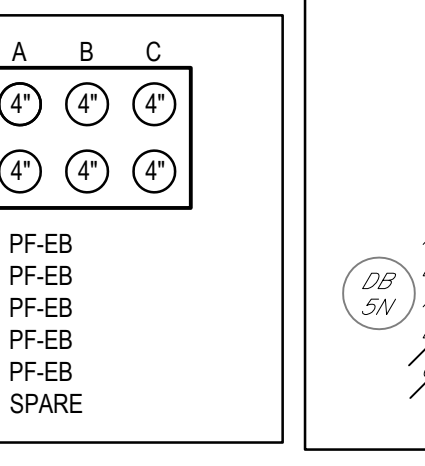
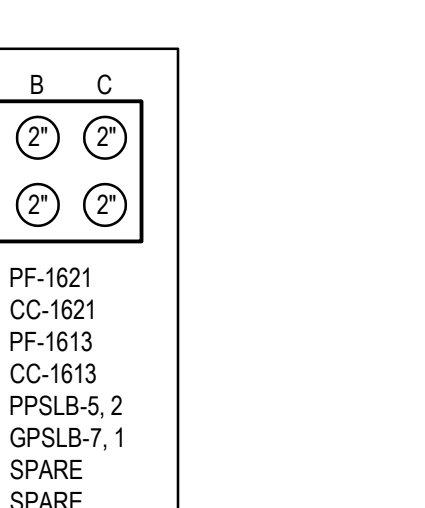
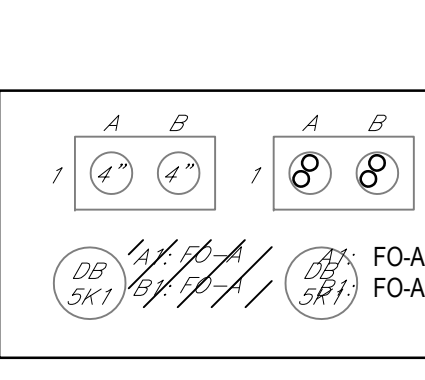
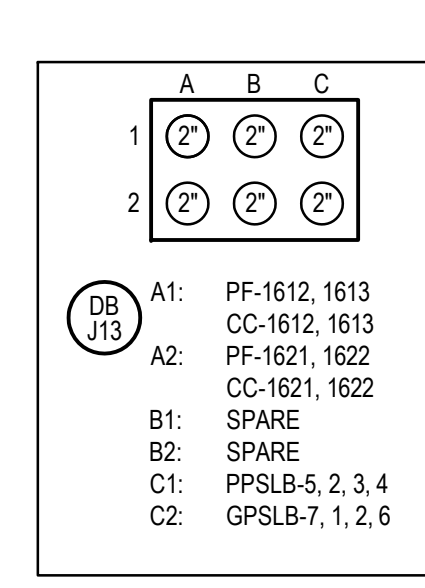
HEADWORKS



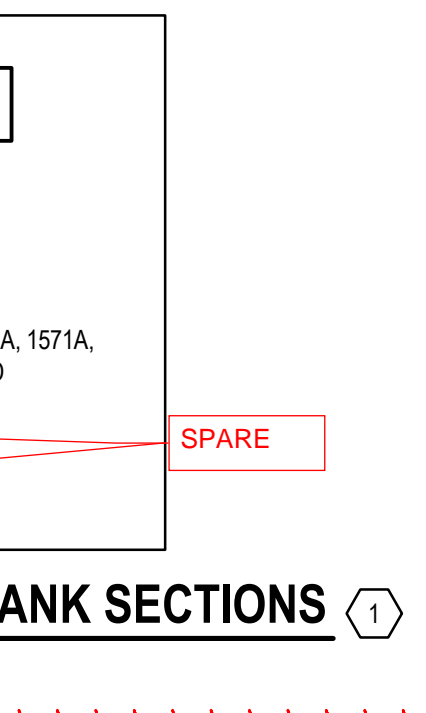
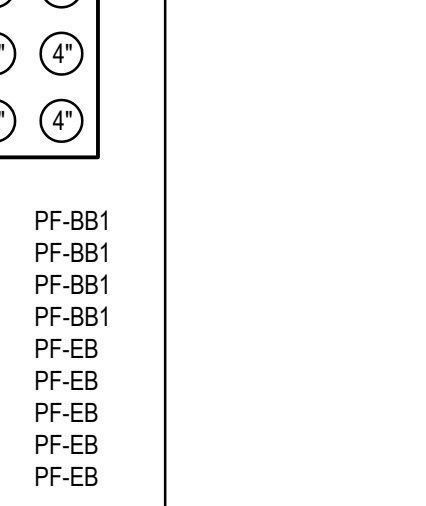
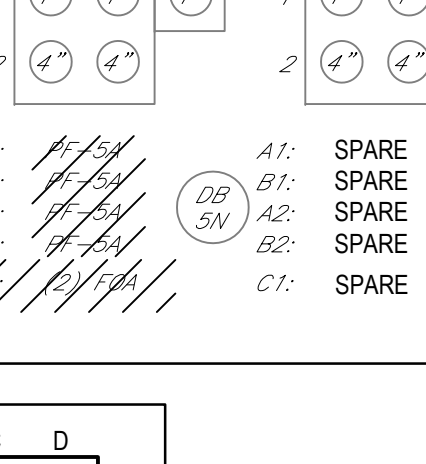
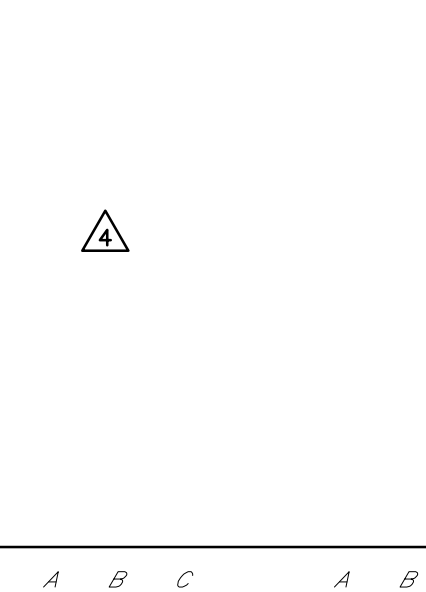
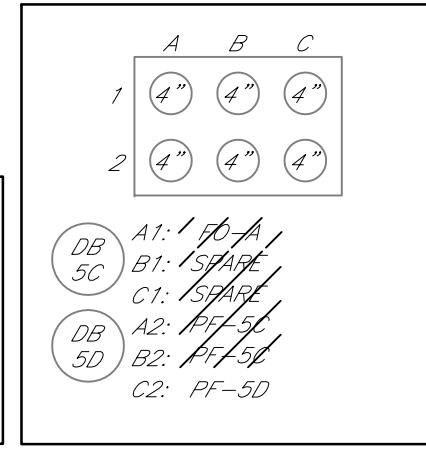
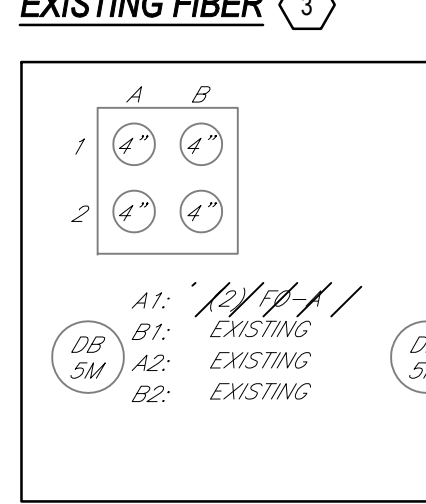
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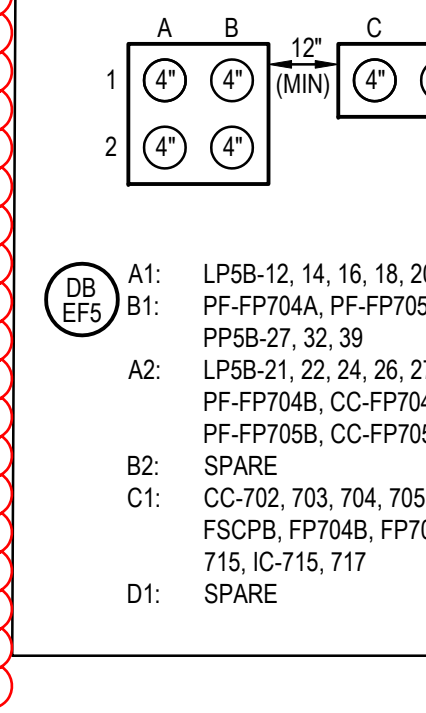
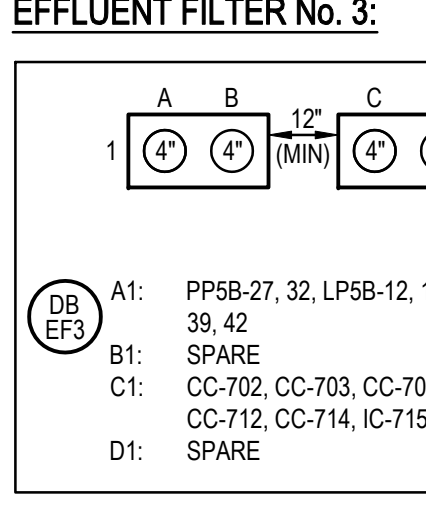
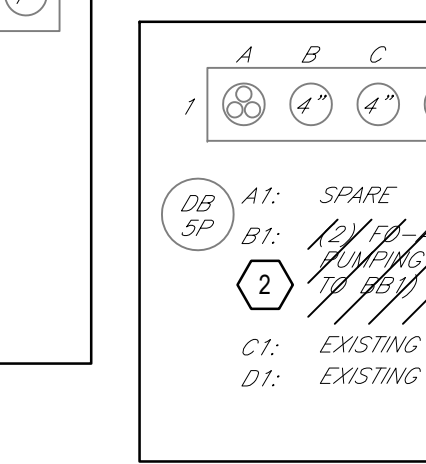
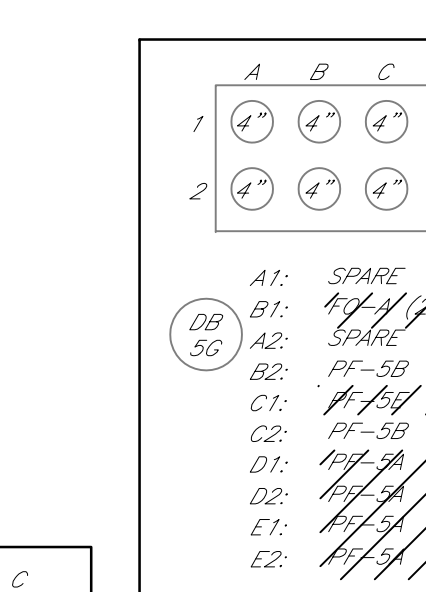
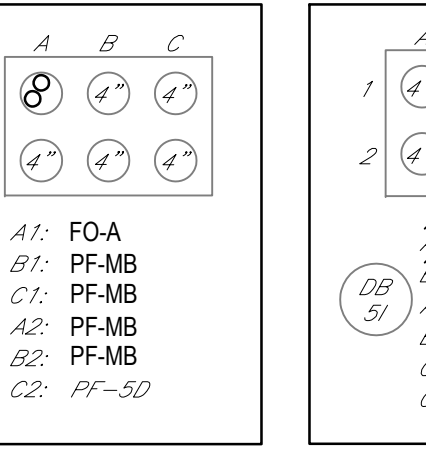
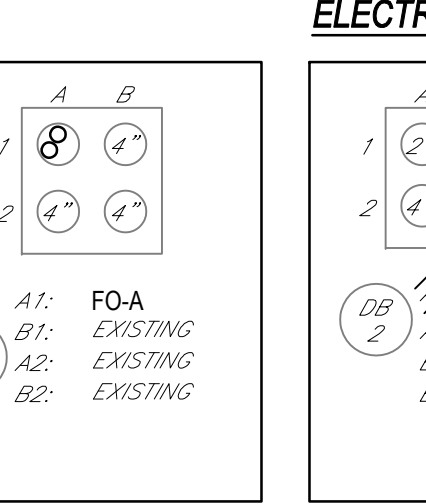
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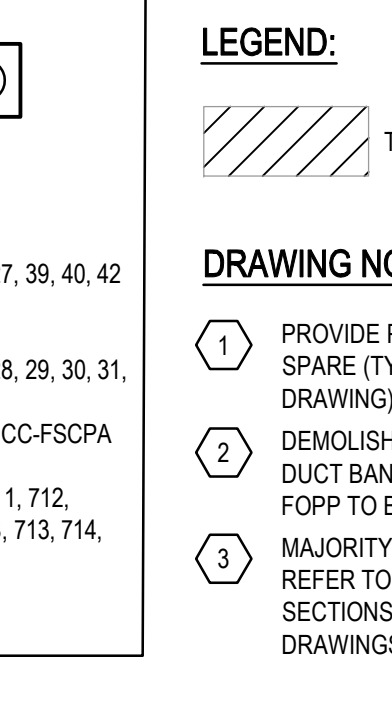
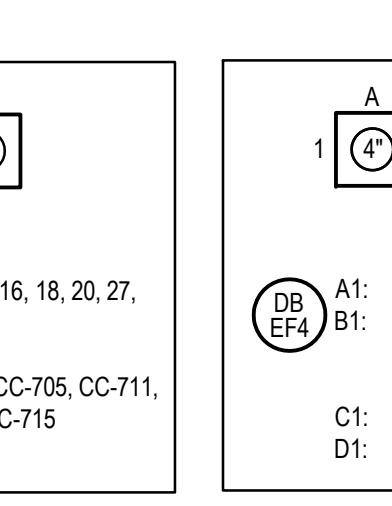
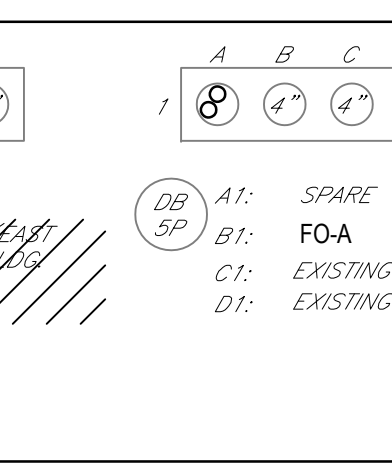
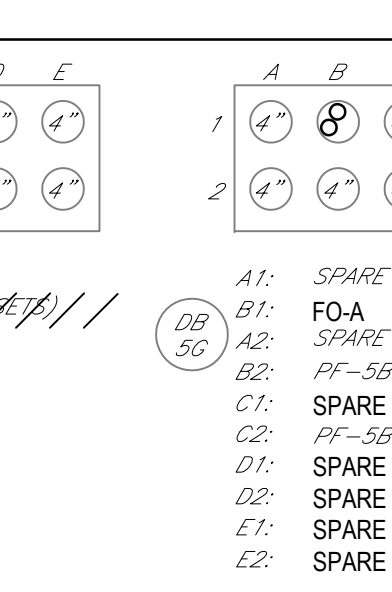
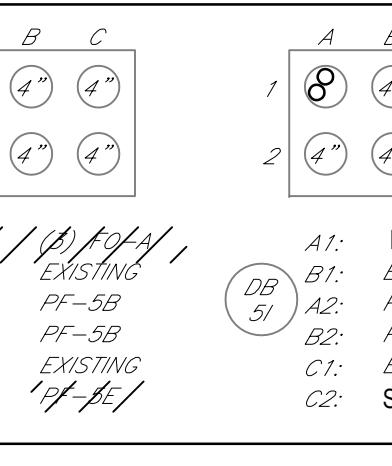
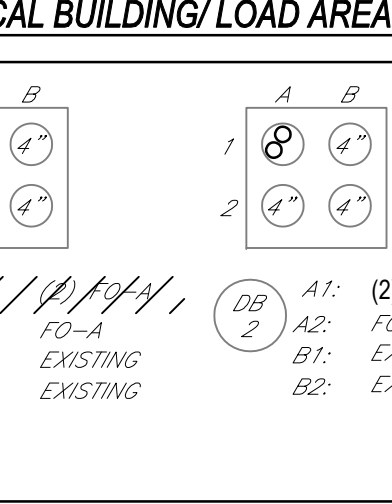
ELECTRICAL BUILDING/LOAD AREA 5



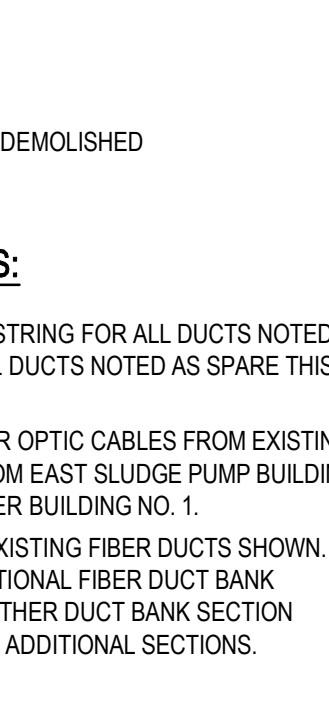
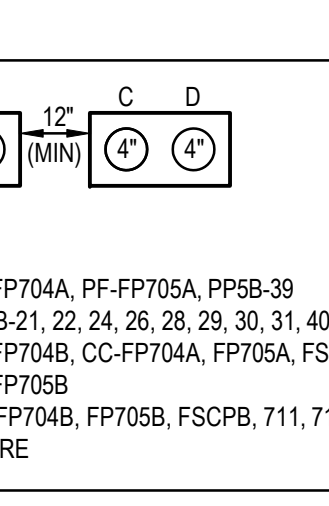
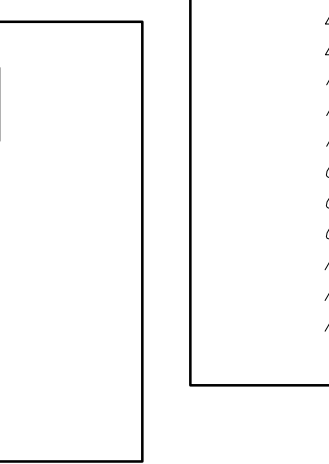
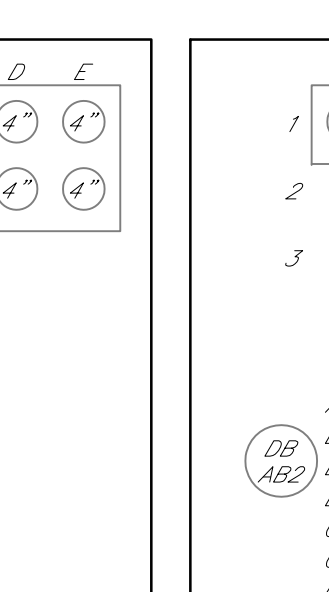
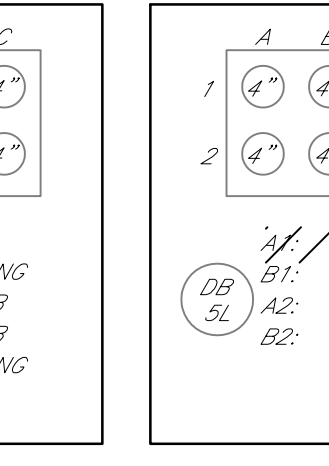
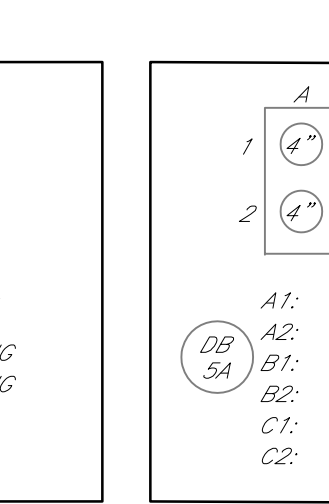
EFFLUENT FILTER No. 3:



DUCT BANK SECTIONS

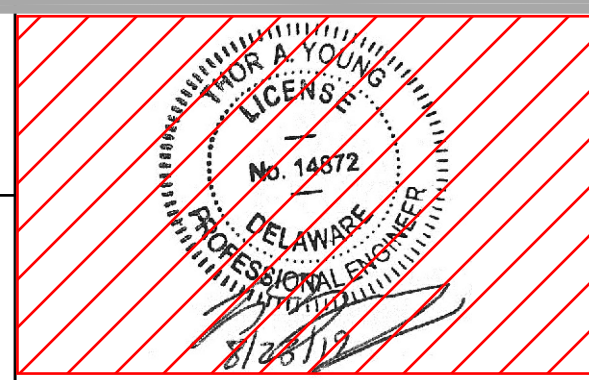


TYPICAL FIBER OPTIC DUCT DETAIL



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FIGURE RFP-089-1 PAGE 1 OF 5

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Drafting Check	J. MERINO	Design Check	R. CARDINAL
Project Manager	T. YOUNG	Date	08/2019
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Client	SUSSEX COUNTY, DELAWARE		
Project	SCRWF NO. 3 AND RBWWTP CIP PHASE 2 UPGRADES		
Title	DUCT BANK SECTIONS		
Project No.	11121182		
Original Size	ANSI D	Sheet No.	SC-E0011
Sheet	231	of	442

CIRCUIT SCHEDULE				
CKT ID	CONDUCTORS	FROM	TO	EQUIPMENT/FUNCTION
NON-POTABLE WATER PUMP STATION				
PF-3501	3-#8,1-#10G (VFD CABLE)	NPW PUMP NPW-3501	MCC-5D	POWER FEEDERS - TYP FOR NPW-3502, NPW-3503
CC-3501	6-#14, 1-#12G	NPW PUMP NPW-3501	VFD CONTROL PANEL	CONTROL CIRCUIT -TYP FOR NPW-3502, NPW-3503
CC-3500	4-#14, 1-#12G	NPW PUMP STATION	PCS-5D	CONTROL CIRCUIT FLOAT LSL-3500, PRESSURE SWITCH PSH-3500
IC-3500	TSP-2	NPW PUMP STATION	PCS-5D	INSTRUMENTATION CIRCUIT PIT-3501, PIT-3502
SLUDGE BUILDING & LAGOONS A, B & C				
PF-SB	(4 SETS) 4-#350kcmil, 1-#3/0G	SWITCHBOARD SB-EPS (EFFLUENT PUMPING STATION)	MCC-1B (SLUDGE BUILDING)	POWER FEEDER
PF-1615A	3-#10,1-#10G	LAGOON A DECANT PUMP DCP-1615 (480VAC CIRCUIT)	MCC-1B (SLUDGE BUILDING)	POWER FEEDER FOR PUMP
PF-1615B	2-#12,1-#12G	LAGOON A DECANT PUMP LCP DCP-1615 (120VAC CIRCUIT)	MCC-1B (SLUDGE BUILDING)	LCP CONTROL CIRCUIT 120VAC CKT
CC-1615A	10-#14, 1-#12G	LAGOON A DECANT PUMP LCP (24VDC CIRCUITS)	PSC-SLB	CONTROL CIRCUIT PCS CKTS
CC-1615B	10-#14, 1-#12G	LAGOON A DECANT PUMP LCP (120VAC CIRCUITS)	MCC-1B (SLUDGE BUILDING)	CONTROL CIRCUIT 120VAC CKTS
PF-1615TA	3-#10,1-#10G	LAGOON A DECANT PUMP DCP-1615T(480VAC TEMPORARY CIRCUIT)	MCC-1B (SLUDGE BUILDING)	POWER FEEDER FOR PUMP
PF-1615TB	2-#12,1-#12G	LAGOON A DECANT PUMP LCP DCP-1615T(120VAC TEMPORARY CIRCUIT)	MCC-1B (SLUDGE BUILDING)	LCP CONTROL CIRCUIT POWER 120VAC CKT
CC-1615TA	10-#14, 1-#12G	LAGOON A DECANT PUMP LCP (24VDC CIRCUITS)	PSC-SLB	CONTROL CIRCUIT PCS CKTS
CC-1615TB	10-#14, 1-#12G	LAGOON A DECANT PUMP LCP (120VAC CIRCUITS)	MCC-1B (SLUDGE BUILDING)	CONTROL CIRCUIT 120VAC CKTS
PF-1611	3-#8, 1-#10G	LAGOON A MIXER 1 MX-1611 (480VAC CIRCUIT)	MCC-1B (SLUDGE BUILDING)	POWER FEEDER (TYP FOR PF-1612, 1613, 1614)
CC-1611	2-#14, 1-#12G	LAGOON A MIXER 1 MX-1611 (120VAC MWTS/SEAL CIRCUIT)	MCC-1B (SLUDGE BUILDING)	CONTROL CIRCUIT MWTS/SEAL (TYP FOR CC-1612, 1613, 1614)
PF-1625A	3-#10,1-#10G	LAGOON B DECANT PUMP DCP-1625 (480VAC CIRCUIT)	MCC-1B (SLUDGE BUILDING)	POWER FEEDER FOR PUMP
PF-1625B	2-#12,1-#12G	LAGOON B DECANT PUMP LCP DCP-1625 (120VAC CIRCUIT)	MCC-1B (SLUDGE BUILDING)	LCP CONTROL CIRCUIT POWER 120VAC CKT
CC-1625A	10-#14, 1-#12G	LAGOON B DECANT PUMP LCP (24VDC CIRCUITS)	PSC-SLB	CONTROL CIRCUIT PCS CKTS
CC-1625B	10-#14, 1-#12G	LAGOON B DECANT PUMP LCP (120VAC CIRCUITS)	MCC-1B (SLUDGE BUILDING)	CONTROL CIRCUIT 120VAC CKTS
PF-1621	3-#8, 1-#10G	LAGOON B MIXER 1 MX-1621 (480VAC CIRCUIT)	MCC-1B (SLUDGE BUILDING)	POWER FEEDER (TYP FOR PF-1622, 1623, 1624)
CC-1621	2-#14, 1-#12G	LAGOON B MIXER 1 MX-1621 (120VAC MWTS/SEAL CIRCUIT)	MCC-1B (SLUDGE BUILDING)	CONTROL CIRCUIT MWTS/SEAL (TYP FOR CC-1622, 1623, 1624)
PF-1631A	3-#10,1-#10G	LAGOON C DECANT PUMP DCP-1631 (480VAC CIRCUIT)	MCC-1B (SLUDGE BUILDING)	POWER FEEDER FOR PUMP
PF-1631B	2-#12,1-#12G	LAGOON C DECANT PUMP LCP DCP-1631 (120VAC CIRCUIT)	MCC-1B (SLUDGE BUILDING)	LCP CONTROL CIRCUIT POWER 120VAC CKT
CC-1631A	10-#14, 1-#12G	LAGOON C DECANT PUMP LCP (24VDC CIRCUITS)	PSC-SLB	CONTROL CIRCUIT PCS CKTS
CC-1631B	10-#14, 1-#12G	LAGOON C DECANT PUMP LCP (120VAC CIRCUITS)	MCC-1B (SLUDGE BUILDING)	CONTROL CIRCUIT 120VAC CKTS
PF-1632A	3-#10,1-#10G	LAGOON C DECANT PUMP DCP-1632 (480VAC CIRCUIT)	MCC-1B (SLUDGE BUILDING)	POWER FEEDER
PF-1632B	2-#12,1-#12G	LAGOON C DECANT PUMP LCP DCP-1632 (120VAC CIRCUIT)	MCC-1B (SLUDGE BUILDING)	LCP CONTROL CIRCUIT POWER 120VAC CKT
CC-1632A	10-#14, 1-#12G	LAGOON C DECANT PUMP LCP (24VDC CIRCUITS)	PSC-SLB	CONTROL CIRCUIT
CC-1632B	10-#14, 1-#12G	LAGOON C DECANT PUMP LCP (120VAC CIRCUITS)	MCC-1B (SLUDGE BUILDING)	CONTROL CIRCUIT
CC-1619	2-#14, 1-#12G	LAGOON A FLOAT LSH-1619 (120VAC CIRCUIT)	PSC-SLB	CONTROL CIRCUIT
CC-1629	2-#14, 1-#12G	LAGOON B FLOAT LSH-1629 (120VAC CIRCUIT)	PSC-SLB	CONTROL CIRCUIT
CC-1639	2-#14, 1-#12G	LAGOON C FLOAT LSH-1639 (120VAC CIRCUIT)	PSC-SLB	CONTROL CIRCUIT
JET PUMPING STATION				
PF-1201	3-#2, 1-#8G (VFD CABLE)	JET PUMP JP-1201 (480VAC)	MCC-1B (SLUDGE BUILDING)	POWER FEEDERS TYP OF PF-1202
CC-1201	4-#14, 1-#12G	JET PUMP JP-1201 MWTS AND SEAL (12VDC INTERFACE RELAY)	PSC-SLB	CONTROL CIRCUITS (TYP FOR CC-1202); MWTS/SEAL
CC-1203	2-#14, 1-#12G	JET PUMPING STATION HIGH LEVEL FLOAT SWITCH (24VDC)	PCS-SLB	CONTROL CIRCUIT. FLOAT
CC-1204	2-#14, 1-#12G	JET PUMPING STATION DS SWITCH (120VAC)	VFD CONTROL PANEL	CONTROL CIRCUIT (TYP FOR CC-1205); AUX DS INTERLOCK
CC-801A	12-#14, 1-#12G	JET PUMPING STATION SLIDE GATE (24VDC)	PCS-SLB	CONTROL CIRCUIT
IC-1204	TSP-1	JET PUMPING STATION HIGH LEVEL LEVEL TRANSMITTER	PCS-SLB	INSTRUMENTATION CIRCUIT LE/LIT-551
LTS DIGESTER BUILDING (LTS)				
PF-LTS	4-#250kcmil, 1-#4G	SWITCHBOARD SB-EPS (EFFLUENT PUMPING STATION)	PANELBOARD PPLTS	POWER FEEDER
CC-310	2-#14, 1-#12G	FLOAT IN LTS BASINS	PCS-LTS	CONTROL CIRCUITS (TYP FOR CC-311)

CIRCUIT SCHEDULE				
CKT ID	CONDUCTORS	FROM	TO	EQUIPMENT/FUNCTION
STATE COMMUNICATIONS TOWER				
PF-SCT1	2-#250kcmil, 1-#4G	SWITCHBOARD SB-EPS (EFFLUENT PUMPING STATION)	STATE COMMUNICATIONS TOWER TRANSFORMER GT-SCT	POWER FEEDER, SINGLE PHASE
PF-SCT2	(2 SETS) 3-#3/0, 1-#4G	STATE COMMUNICATIONS TOWER TRANSFORMER SCT	STATE COMMUNICATION TOWER 400AT MAIN CIRCUIT BREAKER PANEL	POWER FEEDER, SINGLE PHASE
RETURN SLUDGE BUILDING NO. 2				
PF-RS2	4-#350kcmil, 1-#2G	SWITCHBOARD SB-EPS (EFFLUENT PUMPING STATION)	MCC-RS2B (RETURN SLUDGE BUILDING NO. 2)	POWER FEEDER
EFFLUENT FILTER NO. 2				
CC-701	12-#14, 1-#12G	WEIR GATE WG-701	PCS-5A	CONTROL CIRCUIT
CC-721, 722	4-#12, 1-#12G	FLOAT SWITCHES LSHH-721 AND LSHH-722	PCS-BB1	INSTRUMENTATION CIRCUIT
IC-720	TSP-1	LEVEL TRANSMITTER LE/LIT-720	PCS-BB1	INSTRUMENTATION CIRCUIT
EFFLUENT FILTER NO. 3				
PF-FP704A	3-#10,1-#10G	FILTER WASTE PUMP FP-704 (480VAC POWER)	MCC-SB (RETURN SLUDGE BLDG. NO. 1)	POWER FEEDER
PF-FP704B	2-#12,1-#12G	FILTER WASTE PUMP LCP CONTROL POWER (120VAC)	MCC-SB (RETURN SLUDGE BLDG. NO. 1)	POWER FEEDER (120VAC CONTROL POWER)
PF-FP705A	3-#10,1-#10G	FILTER WASTE PUMP FP-705 (480VAC POWER)	MCC-SB (RETURN SLUDGE BLDG. NO. 1)	POWER FEEDER
PF-FP705B	2-#12,1-#12G	FILTER WASTE PUMP LCP CONTROL POWER (120VAC)	MCC-SB (RETURN SLUDGE BLDG. NO. 1)	POWER FEEDER (120VAC CONTROL POWER)
CC-FP704A	8-#14, 1-#12G	FILTER WASTE PUMP CONTROL PANEL FP-704 (120VAC)	MCC-SB (RETURN SLUDGE BLDG. NO. 1)	CONTROL CIRCUIT
CC-FP704B	8-#14, 1-#12G	FILTER WASTE PUMP CONTROL PANEL FP-704 (24VDC)	PCS-SB (RETURN SLUDGE BLDG. NO. 1)	CONTROL CIRCUIT
CC-FP705A	8-#14, 1-#12G	FILTER WASTE PUMP CONTROL PANEL FP-705 (120VAC)	MCC-SB (RETURN SLUDGE BLDG. NO. 1)	CONTROL CIRCUIT
CC-FP705B	8-#14, 1-#12G	FILTER WASTE PUMP CONTROL PANEL FP-705 (24VDC)	PCS-SB (RETURN SLUDGE BLDG. NO. 1)	CONTROL CIRCUIT
CC-FSCPA	8-#14, 1-#12G	FLOAT SWITCH CONTROL PANEL (120VAC)	MCC-SB (RETURN SLUDGE BLDG. NO. 1)	CONTROL CIRCUIT
CC-FSCPB	6-#14, 1-#12G	FLOAT SWITCH CONTROL PANEL (24VDC)	PCS-SB (RETURN SLUDGE BLDG. NO. 1)	CONTROL CIRCUIT
CC-702	12-#14, 1-#12G	WG-702 ACTUATOR	PCS-SB (RETURN SLUDGE BLDG. NO. 1)	CONTROL CIRCUIT
CC-703	12-#14, 1-#12G	WG-703 ACTUATOR	PCS-SB (RETURN SLUDGE BLDG. NO. 1)	CONTROL CIRCUIT
CC-704	12-#14, 1-#12G	WG-704 ACTUATOR	PCS-SB (RETURN SLUDGE BLDG. NO. 1)	CONTROL CIRCUIT
CC-705	12-#14, 1-#12G	WG-705 ACTUATOR	PCS-SB (RETURN SLUDGE BLDG. NO. 1)	CONTROL CIRCUIT
CC-711	2-#14, 1-#12G	FLOAT SWITCH FE-711	PCS-SB (RETURN SLUDGE BLDG. NO. 1)	CONTROL CIRCUIT
CC-712	2-#14, 1-#12G	FLOAT SWITCH FE-712	PCS-SB (RETURN SLUDGE BLDG. NO. 1)	CONTROL CIRCUIT
CC-713	2-#14, 1-#12G	FLOAT SWITCH FE-713	PCS-SB (RETURN SLUDGE BLDG. NO. 1)	CONTROL CIRCUIT
CC-714	2-#14, 1-#12G	FLOAT SWITCH FE-714	PCS-SB (RETURN SLUDGE BLDG. NO. 1)	CONTROL CIRCUIT
IC-717	TSP-1	LEVEL TRANSMITTER LE/LIT-717	PCS-SB (RETURN SLUDGE BLDG. NO. 1)	INSTRUMENTATION CIRCUIT (TYP FOR CC-715)
CC-715	2-#14, 1-#12G	LEVEL TRANSMITTER LE/LIT-715	PCS-SB (RETURN SLUDGE BLDG. NO. 1)	INSTRUMENTATION CIRCUIT
HEADWORKS				
PF-HW	(2 SETS) 4-#350kcmil, 1-#1G	MCC-MB (MECHANICAL BUILDING)	MCC-HW (HEADWORKS BUILDING)	POWER FEEDER
CAKE STORAGE BUILDING (ADJACENT TO SLUDGE BUILDING)				
PF-BC2A	2-#12, 1-#12G	DEWATERED SLUDGE CONVEYOR BC-2; SST-1555 (120VAC)	MCC-1B (SLUDGE BUILDING)	POWER FEEDER
CC-BC2	8-#14, 1-#12G	DEWATERED SLUDGE CONVEYOR BC-2; PULL CORDS, SST-1555, & CS (120VAC)	MCC-1B (SLUDGE BUILDING)	CONTROL CIRCUITS
PF-1571	3-#12, 1-#12G	DEWATERED SLUDGE CONVEYOR BC-2; POWER (480VAC)	MCC-1B (SLUDGE BUILDING)	POWER FEEDERS
PF-1571A	2-#12, 1-#12G	DEWATERED SLUDGE CONVEYOR BC-2; ZST-1574 (120VAC)	MCC-1B (SLUDGE BUILDING)	POWER FEEDER
CC-1571	2-#14, 1-#12G	REVERSING SCREW CONVEYOR CNV-1571; PULL CORDS, ZST-1574, CS, MWTS (120VAC)	MCC-1B (SLUDGE BUILDING)	CONTROL CIRCUITS
PF-AUD	2-#12, 1-#12G	AUDIBLE/VISUAL ALARM PANEL NO. 5 (120VAC)	CONVEYOR SYSTEM CONTROL PANEL (SLUDGE BUILDING)	POWER FEEDER
CC-AUD	2-#14, 1-#12G	AUDIBLE/VISUAL ALARM PANEL NO. 5 (120VAC)	CONVEYOR SYSTEM CONTROL PANEL (SLUDGE BUILDING)	CONTROL CIRCUITS
CC-BIO	3-#14, 1-#12G	BIO-SOLIDS CONTAINER WINCH MCP; WINCH MCP BIN SELECT AUTOMATIC CS, LS-1571A, LS-1571B (24VDC)	CONVEYOR SYSTEM CONTROL PANEL (SLUDGE BUILDING)	CONTROL CIRCUITS
VEHICLE STORAGE BUILDING				
PF-VSB	4-#3, 1-#8G	MCC-HW	VEHICLE STORAGE BUILDING PANELBOARD PPVSB	POWER FEEDER

A	CONFORMED PER ADDENDA NOS. 1-5	LB	TAY	11/2019
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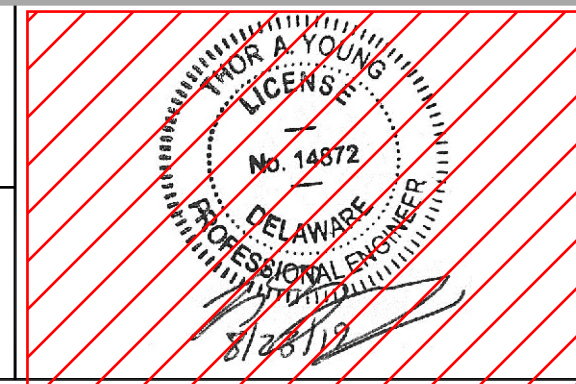
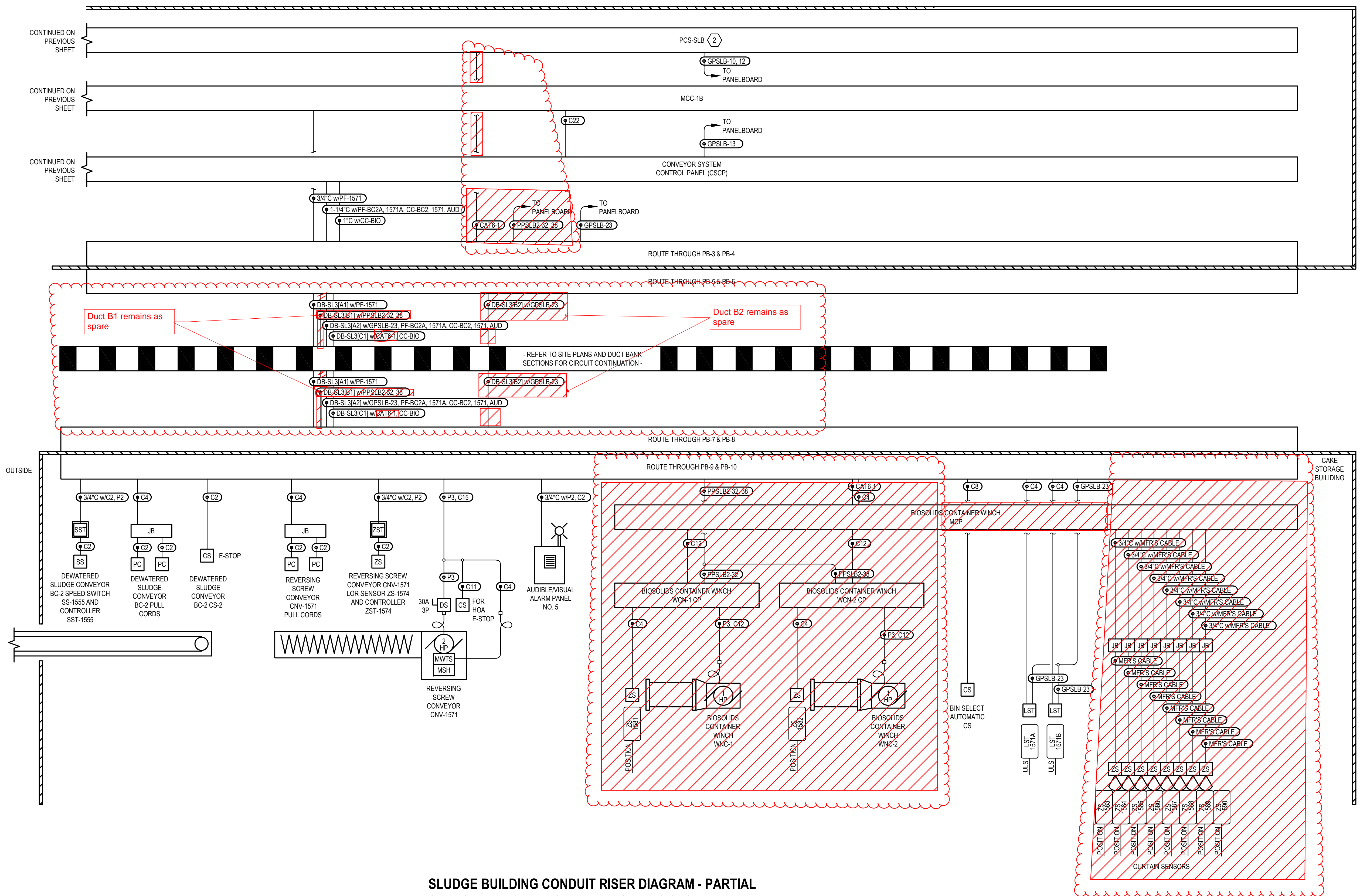


FIGURE RFP-089-1 PAGE 2 OF 5

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Drafting Check	J. MERINO	Design Check	R. CARDINAL
Project Manager	T. YOUNG	Date	08/2019
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Title	CIRCUIT SCHEDULE 3		
Project No.	11121182		
Original Size	ANSI D	Sheet No.	SC-E0016
Sheet	236	of	442



1 SLUDGE BUILDING CONDUIT RISER DIAGRAM - PARTIAL
SLUDGE DEWATERING AND UNLOADING SYSTEM

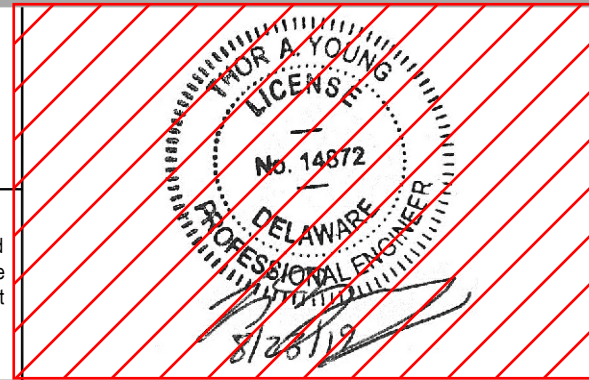
SCALE: NTS

- DRAWING NOTES:**
- 1 PROVIDE NEW CONDUCTORS IN EXISTING CONDUIT.
 - 2 ROUTE CIRCUITS THROUGH PCS PULL BOXES. PULL BOXES NOT SHOWN FOR BREVITY.

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FIGURE RFP-089-1 PAGE 4 OF 5

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Project	SCRWF NO. 3 AND RBWWTP CIP PHASE 2 UPGRADES		
Title	SLUDGE BUILDING - CONDUIT RISER DIAGRAM 4		
Project No.	11121182		
Original Size	ANSI D	Sheet No.	SC-E2208
Sheet	326	of	442

SLUDGE BUILDING

SLUDGE BUILDING

PANELBOARD PPSLB1																		
LOCATION: SLUDGE BUILDING - ELECTRICAL ROOM				FED FROM: MCC-1B				ESTIMATED CONNECTED LOAD: 82kVA										
MAIN BUS RATING: 100A, 480/277V, 3P, 4W				INCOMING FEED: REFER TO ONE-LINE DIAGRAM				ENCLOSURE: NEMA 12										
MINIMUM SHORT-CIRCUIT INTERRUPTION RATING: 35kAIC				TVSS/SURGE PROTECTION: INTEGRAL TO PANELBOARD				ENCLOSURE: NEMA 12										
MAIN BREAKER TRIP: MAIN LUG ONLY																		
NOTES: SEE PANELBOARD SCHEDULE NOTES																		
DESCRIPTION	NOTES	LOAD	CONDUIT SIZE	Φ/N SIZE	G SIZE	CB	CKT	A	B	C	CKT	CB	CONDUIT SIZE	Φ/N SIZE	G SIZE	LOAD	NOTES	DESCRIPTION
LIGHTING - LAGOON A		10, 15	250W	3/4"	12	12	15A/1P	1			2	15A/1P	3/4"	12	12	250W	10, 15	LIGHTING - LAGOON B
LIGHTING - LAGOON A		10, 15	250W	3/4"	12	12	15A/1P	3			4	15A/1P	3/4"	12	12	250W	10, 15	LIGHTING - LAGOON B
LIGHTING - LAGOON A		10, 15	250W	3/4"	12	12	15A/1P	5			6	15A/1P	3/4"	12	12	250W	10, 15	LIGHTING - LAGOON B
LIGHTING - LAGOON A		10, 15	250W	3/4"	12	12	15A/1P	7			8	15A/1P	3/4"	12	12	250W	10, 15	LIGHTING - LAGOON B
LIGHTING - LAGOON C		10, 15	250W	3/4"	12	12	15A/1P	9			10	15A/1P	3/4"	12	12	141kW	5	LIGHTING - WALLPACKS
LIGHTING - LAGOON C		10, 15	250W	3/4"	12	12	15A/1P	11			12	15A/1P	3/4"	12	12	1.23kW	5	LIGHTING - SLUDGE ROOM
EF-SLB-01 MSCP		8	1HP	3/4"	12	12	15A/3P	15			16	15A/3P	3/4"	12	12	1HP		ROLL UP DOOR NO. 3
EF-SLB-02 MSCP		8	1.5HP	3/4"	12	12	15A/3P	17			18	15A/3P	3/4"	12	12	3HP	15	ROLL UP DOOR NO. 1
TRANSFORMER GT-SLB		30kVA	1 1/4"	6	8	60A/3P	25				26	15A/3P	3/4"	12	12	3HP	15	ROLL UP DOOR NO. 2
LIGHTS - ELECTRICAL RM		15	472W	3/4"	12	12	20A/1P	27			28	20A/1P	3/4"	10	12	1.5kW	5, 10, 15	LIGHTS-CAKE STORAGE BLDG
LIGHTS - EXTERIOR		15	1.75kW	3/4"	10	10	20A/1P	31			32	20A/1P	3/4"	10	12	1/2HP		SLIDE GATE SG-108
EUH-SLB-01		8	10kW	3/4"	12	12	20A/3P	35			36	15A/3P	3/4"	12	12	2kW	5, 15	LIGHTS-SLUDGE RM CR #1
LIGHTS-CONTROL RM/LAV		5, 15	35kW	3/4"	12	12	20A/1P	37			38	20A/1P	3/4"	12	12	1.75kW	5, 15	LIGHTS-SLUDGE RM CR #2
EUH-SLB-02		8	10kW	3/4"	12	12	20A/3P	39			40	20A/1P	3/4"	10	10	5kW	8, 15	AC-1
SF-SLB-01 MSCP		8	1.5HP	3/4"	12	12	15A/3P	41			42							SPACE
							53				54							SPACE

PANELBOARD GPSLB																		
LOCATION: SLUDGE BUILDING ELECTRICAL ROOM				FED FROM: XFMR GT-SLB				ESTIMATED CONNECTED LOAD: 14kVA										
MAIN BUS RATING: 100A, 208/120V, 3PH, 4W				INCOMING FEED: REFER TO ONE-LINE DIAGRAM				ENCLOSURE: NEMA 12										
MINIMUM SHORT-CIRCUIT INTERRUPTION RATING: 22kAIC				TVSS/SURGE PROTECTION: INTEGRAL TO PANELBOARD				ENCLOSURE: NEMA 12										
MAIN BREAKER TRIP: 100AT																		
NOTES: SEE PANELBOARD SCHEDULE NOTES																		
LAGOON B WALKWAY REC		3, 10, 15	18kVA	3/4"	12	12	15A/1P	1			2	15A/1P	3/4"	12	12	18kVA	3, 10, 15	LAGOON B WALKWAY REC
LAGOON B WALKWAY REC		3, 10, 15	18kVA	3/4"	12	12	15A/1P	3			4	15A/1P	3/4"	12	12	18kVA	3, 10, 15	LAGOON B WALKWAY REC
LAGOON A WALKWAY REC		3, 10, 15	18kVA	3/4"	12	12	15A/1P	5			6	15A/1P	3/4"	12	12	18kVA	3, 10, 15	LAGOON A WALKWAY REC
LAGOON A WALKWAY REC		3, 10, 15	18kVA	3/4"	12	12	15A/1P	7			8	15A/1P	3/4"	12	12	18kVA	3, 10, 15	LAGOON A WALKWAY REC
LAGOON C WALKWAY REC		3, 10, 15	18kVA	3/4"	12	12	15A/1P	9			10	20A/1P	3/4"	12	12	18kVA	3, 10, 15	POS CABINET SLB CKT NO. 1
LAGOON C WALKWAY REC		3, 10, 15	18kVA	3/4"	12	12	15A/1P	11			12	20A/1P	3/4"	12	12	18kVA	3, 10, 15	POS CABINET SLB CKT NO. 2
CSCP CKT#1			0.2kVA	3/4"	12	12	20A/1P	13			14	15A/1P	3/4"	12	12			RECEPTACLES - ELECTRICAL RM
BIOSOLIDS CONTAINER WINCH				3/4"	12	12	15A/1P	15			16	20A/1P	3/4"	12	12		3	RECEPTACLES - OUTDOORS
ACCUAC-SLB-01		8	4.8kW	3/4"	10	10	25A/2P	17			18	15A/1P	3/4"	12	12	1/3HP	3, 10	SUMP PUMP SP-16 - JMS VALVE VAULT
HEAT TRACE-LAGOON C WEST/EAST		10, 11		3/4"	12	12	15A/1P	19			20	15A/1P	3/4"	12	12	1kVA	10	LIT-1204
LIT-1517A & 1517B (CAKE BLDG)		10, 11	2kVA	3/4"	12	12	15A/1P	21			22	20A/1P	3/4"	12	12	0.2 kVA		CSCP CKT#2
SPACE							23				24	20A/1P						SPACE
SPACE							25				26	20A/1P						SPACE
SPACE							27				28							SPACE
SPACE							29				30							SPACE
SPACE							31				32							SPACE
SPACE							33				34							SPACE
SPACE							35				36							SPACE
SPACE							37				38							SPACE
SPACE							39				40							SPACE
SPACE							41				42							SPACE

PANELBOARD RP																		
LOCATION: SLUDGE BUILDING - ELECTRICAL ROOM				FED FROM: TRANSFORMER LT 3				ESTIMATED CONNECTED LOAD: EXISTING										
MAIN BUS RATING: 100A, 120/208V, 3PH, 4W				INCOMING FEED: REFER TO ONE-LINE DIAGRAM				ENCLOSURE: NEMA 12										
MINIMUM SHORT-CIRCUIT INTERRUPTION RATING: 10kAIC				TVSS/SURGE PROTECTION: N/A				ENCLOSURE: NEMA 12										
MAIN BREAKER TRIP: MAIN LUG ONLY																		
NOTES: SEE PANELBOARD SCHEDULE NOTES																		
DESCRIPTION	NOTES	LOAD	CONDUIT SIZE	Φ/N SIZE	G SIZE	CB	CKT	A	B	C	CKT	CB	CONDUIT SIZE	Φ/N SIZE	G SIZE	LOAD	NOTES	DESCRIPTION
REC. (GT) - EXTERIOR		18kVA	3/4"	12	12	20A/1P	1				2	20A/1P	3/4"	12	12	5kW		FE-1501
REC.-SLUDGE ROOM CIR #1		1.98kW	3/4"	10	12	20A/1P	3				4	20A/1P	3/4"	12	12	5kW		FE-1502
REC.-SLUDGE ROOM CIR #2		1.08kW	3/4"	10	12	20A/1P	5				6	15A/1P	3/4"	10	12	0.3HP		FAN F-1 MS
RECEPT - ELEC. RM		5kW	3/4"	12	12	20A/1P	7				8	20A/2P	3/4"	12	12	500W		RADIANT CEILING PANEL
SPACE							9				10	20A/1P						SPACE
PUMP STATION EXHAUST FAN		5HP	3/4"	12	12	20A/1P	11				12	20A/1P						SPACE
SPACE							13				14	20A/1P						SPACE
REC.-CONTROL RM/LAV		1.08kW	3/4"	12	12	20A/1P	15				16	20A/1P						SPACE
RECEPTACLE-POLYMER RM-1		1.8HP	3/4"	12	12	20A/1P	17				18	20A/1P	3/4"	10	10	3HP		PS-2401 CP (FFSCP-1)
RECEPTACLE-POLYMER RM-2		1.8HP	3/4"	12	12	20A/1P	19				20	20A/1P	3/4"	12	12	3HP		PS-2402 CP (FFSCP-2)
RECEPTACLE-POLYMER RM-3		1.8HP	3/4"	12	12	20A/1P	21				22	20A/1P						SPACE
RECEPTACLE-POLYMER RM-4		1.8HP	3/4"	12	12	20A/1P	23				24	30A/1P	3/4"	10	12	2.5kW		ELECTRIC WATER HEATER
RECEPTACLE - PTAC-1		3kW	3/4"	12	12	20A/2P	25				26	30A/2P	3/4"	10	12	4.6kW		INSTANT. WATER HEATER
SPACE							27				28	20A/1P						SPACE
SPACE							29				30	20A/1P						SPACE
SPACE							31				32	20A/1P						SPACE
SPACE							33				34	20A/1P						SPACE
SPACE							35				36	20A/1P						SPACE
SPACE							37				38	30A/1P						SPACE
SPACE							39				40	30A/1P						SPACE
SPACE							41				42	30A/2P	3/4"	12	12	1kW		STEAM JETTER

PANELBOARD PPSLB2																			
LOCATION: SLUDGE BUILDING - ELECTRICAL ROOM				FED FROM: MCC-1B				ESTIMATED CONNECTED LOAD: 2kVA											
MAIN BUS RATING: 100A, 480/277V, 3P, 4W				INCOMING FEED: REFER TO ONE-LINE DIAGRAM				ENCLOSURE: NEMA 12											
MINIMUM SHORT-CIRCUIT INTERRUPTION RATING: 35kAIC				TVSS/SURGE PROTECTION: INTEGRAL TO PANELBOARD				ENCLOSURE: NEMA 12											
MAIN BREAKER TRIP: MAIN LUG ONLY																			
NOTES: SEE PANELBOARD SCHEDULE NOTES																			
DESCRIPTION	NOTES	LOAD	CONDUIT SIZE	Φ/N SIZE	G SIZE	CB	CKT	A	B	C	CKT	CB	CONDUIT SIZE	Φ/N SIZE	G SIZE	LOAD	NOTES	DESCRIPTION	
SPACE							1				2								SPACE
SPACE							3				4								SPACE
SPACE							5				6								SPACE
SPACE							7				8								SPACE
SPACE							9				10								SPACE
SPACE							11				12								SPACE
SPACE							13				14								SPACE
SPACE							15				16								SPACE
SPACE							17				18								SPACE
SPACE							19				20								SPACE
SPACE							21				22								SPACE
SPACE							23				24								SPACE
SPACE																			



Request for Proposal

Project Title	SCRWF Upgrade No. 3 & RBWWTP CIP Upgrade Phase 2		
Owner	Sussex County, Delaware		
Contract No.	C19-11: General Construction	GHD Project No.	11121182
Contractor is requested to provide a Change Proposal for the following proposed modifications to the Work. This request alone neither directs nor approves any change to the Work nor any adjustments to the Contract Price or Contract Times. Contractor's proposal shall be submitted to Engineer for review and shall adhere to all requirements of the Contract Documents. If found acceptable to Owner and Engineer, Contractor's Change Proposal will be incorporated into the Work via Change Order.			
RFP No.	090		
RFP Subject	CSCP Modifications		
Issued By	R. Cardinal	Issue Date	July 5, 2023

Description of proposed changes:

With regard to RFP-086, Biosolids Winch System Elimination, two interface items pertaining to the winch system and conveyor system have been identified, and these items are required to be deleted from the conveyor system OEM controls in addition to the deletion of the winch system described in RFP-086.

In addition to the deletion of the winch system, a backup float switch control panel was added to the Sludge Building Drain PS pump controls via RFP-060 to control the pumps and provide a high level alarm in the event of a level transducer failure or PCS-SLB PLC failure. A high level output contact from the float switch panel will be connected to the Conveyor System Control Panel (CSCP) to shut down the conveyor system when it is operating in Automatic mode, which in turn will cause the belt filter presses to shut down, eliminating flow to the Drain PS when a high level occurs.

Provide a price proposal to perform the following modifications to the CSCP and corresponding PLC and OIT programs:

- Delete the CONTROL START/STOP WINCH SYSTEM discrete output from the CSCP. Label output and corresponding relay as spare.
- Delete the WINCH SYSTEM OPERATING discrete input from the CSCP. Label input as spare.
- Delete programming logic and display information corresponding to the biosolids winch system from the PLC and OIT programs.
- Accept the high level input signal (discrete input) from the Drain PS Float Switch CP, and shut down the conveyor system when it is operating in Automatic mode (either Bypass or Normal), and provide a display that the high level point has been activated on the graphic display.



Request for Proposal

Project Title	SCRWF Upgrade No. 3 & RBWWTP CIP Upgrade Phase 2		
Owner	Sussex County, Delaware		
Contract No.	C19-17: Electrical Construction	GHD Project No.	11121182
Contractor is requested to provide a Change Proposal for the following proposed modifications to the Work. This request alone neither directs nor approves any change to the Work nor any adjustments to the Contract Price or Contract Times. Contractor's proposal shall be submitted to Engineer for review and shall adhere to all requirements of the Contract Documents. If found acceptable to Owner and Engineer, Contractor's Change Proposal will be incorporated into the Work via Change Order.			
RFP No.	RFP-091		
RFP Subject	New PCS-AB (Administration Building)		
Issued By	S. Polner, R. Cardinal	Issue Date	July 14, 2023

Description of proposed changes: Remove the existing PLC cabinet located in the Administration Building Electrical Room, and provide a new PCS cabinet, PCS-AB in its place. Demolish existing conduit and wiring as shown and indicated on attached figures. Provide new conduit and wiring as well as PCS-AB as indicated on attached figures.

A price proposal for the work listed below is requested of the Electrical Contractor. Note that the work is located in the existing Administration Building Electrical Room, and Mechanical Room located across the corridor from the Electrical Room.

- Refer to attached Figures RFP-091-01 through 05 for details of work. Note that copies of submittal drawings for a similar PCS cabinet provided on this project have been used as a basis for the design of PCS-AB, in lieu of providing new engineering design drawings, for the sake of brevity and familiarity. Copies have been marked in red with edits to indicate specific requirements particular to PCS-AB. Commodity items such as fuses, relays and terminal blocks have not been noted in the edited BOM; quantities and types for such items are left to the CSI, and shall be similar to those used on other PCS cabinets.
- PCS-AB I/O list: Two DI cards and one DO card include the required spare I/O points. Wire all points to terminal blocks and output relays per specifications. Provide slot fillers for any unused slots.
- Remove existing wall mounted PLC panel, UPS and UPS shelf located in the Electrical Room, and turn removed panel and equipment over to the County. Remove existing CAT 5 cable between PLC and server located in Mechanical Room. Disconnect existing power and control wiring and CAT 5 cable and associated conduits (3 conduits) from panel to allow removals.
- Cut existing power and control wiring and associated conduits at approximately 2-3 feet from ceiling and provide new terminal boxes with wiring connection terminals to allow connection of existing conductors and conduit to new conductors and conduit. Cut existing CAT 5 conduit at approximately the same height as the two other conduits, and provide new pull box to allow connection of new conduit from box to PCS-AB.
- Provide new P2 wiring and conduit between power terminal box and PCS-AB. Re-use existing 120 VAC power circuit for power to PCS-AB.
- Provide new C10 wiring and conduit between control terminal box and PCS-AB to reconnect existing I/O.
- Provide new CAT 5 conduit between CAT 5 pull box and PCS-AB. Provide CAT 6 cable in existing and new 3/4" conduit from PCS-AB to Mechanical Room server cabinet and connect to server in same location/port as existing. Coordinate connection with County.
- Provide new wall mounted PCS-AB cabinet in Administration Building Electrical Room in approximately the same location as the existing PLC Panel, on the same wall. Mount PCS-AB approximately 6'-0" AFF to top of cabinet. Provide PCS-AB in general compliance with contract documents. Note the following:



- External door mounted laptop shelf not required.
- Only one (1) 120 VAC power circuit required; existing power circuit shall be re-used.
- No OIT or IPC required.
- Provide wall supported shelf for externally mounted UPS, with corresponding flexible power and control cords for connections of UPS to internal PCS-AB circuitry.
- Provide PCS cabinet materials and equipment similar to or the same as those provided for other new PCS cabinets on the project.
- Provide new C20 between existing SB-Admin and PCS-AB. 8-#14s for connection of I/O, and 12-#14s for spares.
- Provide new CAT6-1 between existing DPM in SB-Admin and PCS-AB.
- Ethernet switch to be configured by County.
- Provide testing per Contract Documents.
- Contractor shall assume that all existing I/O and DPM parameters are available in the ATS, MCB and DPM, and additional configuration or components are not necessary.

PROCESS CONTROL SYSTEM INPUT/OUTPUT DATA TABLES

PROJECT: SCRWF NO. 3 AND RBWWTP PH.2 UPGRADES
 CLIENT: SUSSEX COUNTY DE
 CABINET: PCS-AB
 LOCATION: ADMINISTRATION BUILDING - ELECTRICAL ROOM
 DATE: 7/14/2023

Equipment Tag No.	Equipment Description	PCS Point ID	Signal	Scaling / Units	I/O Type	Signal Type	Slot
PS - AC1	PCS Cabinet Primary Power Supply	PCS-AB - PF AC1	Alarm - Power Outage	Alarm/Normal	DI	24VDC	01
PS - DC1	PCS Cabinet Primary DC Supply	PCS-AB - PF DC1	Alarm - PCS DC Power Fail	Alarm/Normal	DI	24VDC	01
PS - DC2	PCS Cabinet Secondary DC Supply	PCS-AB - PF DC2	Alarm - PCS DC Power Fail	Alarm/Normal	DI	24VDC	01
PS - UPS	PCS Cabinet UPS	PCS-AB - UB UPS	UPS Status - Normal/Bypass	-40 to 140°F	DI	24VDC	01
PS - UPS	PCS Cabinet UPS	PCS-AB - US UPS	UPS Status - Line/Batt Power	5-95%	DI	24VDC	01
PS - UPS	PCS Cabinet UPS	PCS-AB - UF UPS	UPS Alarm - General	Alarm/Normal	DI	24VDC	01
PS - UPS	PCS Cabinet UPS	PCS-AB - UF UPS	UPS Alarm - Low Battery	Alarm/Normal	DI	24VDC	01
ENET - SW1	Ethernet Switch Fail	PCS-AB - NF SW1	Alarm - Switch Fail	Alarm/Normal	DI	24VDC	01
JIL - 3103A	Enclosure Light - Normal Source Available	PCS-AB - JIL 3103A	Control - Power Indicating Light	On/Off	DO	24VDC	03
JIL - 3103B	Enclosure Light - Emergency Source Available	PCS-AB - JIL 3103B	Control - Power Indicating Light	On/Off	DO	24VDC	03
JIL - 3103C	Enclosure Light - ATS in Normal	PCS-AB - JIL 3103C	Control - Position Indicating Light	On/Off	DO	24VDC	03
JIL - 3103D	Enclosure Light - ATS in Emergency	PCS-AB - JIL 3103D	Control - Position Indicating Light	On/Off	DO	24VDC	03
JN - 3103	Digital Power Monitor	PCS-AB - JN 3103	Status - Multiple Parameters	-	ENET	ENET	
MCB - ZC	Main Breaker Position Status	PCS-AB - MCB ZC	Status - Position Closed	-/Close	DI	24VDC	01
MCB - ZF	Main Breaker Position Status	PCS-AB - MCB ZF	Alarm - Tripped	Alarm/Normal	DI	24VDC	01
JF - 3103	TVSS Alarm	PCS-AB - JF 3103	Alarm - TVSS Event	Alarm/Normal	DI	24VDC	01
ZSN - 3103A	ATS - Normal Source Available	PCS-AB - ZSN 3103A	Position - Status	Open/Close	DI	24VDC	01
ZSN - 3103B	ATS - Emergency Source Available	PCS-AB - ZSN 3103B	Position - Status	Open/Close	DI	24VDC	01
ZSN - 3103C	ATS in Normal Position	PCS-AB - ZSN 3103C	Position - Status	Open/Close	DI	24VDC	01
ZSN - 3103D	ATS in Emergency Position	PCS-AB - ZSN 3103D	Position - Status	Open/Close	DI	24VDC	01
ZC - 3103	ATS - Force Emergency	PCS-AB - ZC 3103	Control - Transfer to Emergency	Normal/Emerge.	DO	24VDC	03
GEN - Admin	Generator - Run	PCS-AB - GEN Admin	Status - Run	On/Off	DI	24VDC	01
GEN - Admin	Generator - Start	PCS-AB - GEN Admin	Control - Start	Start/Stop	DO	24VDC	03

		Hardware I/O Subtotal	Points	Min. # of Cards Required*
LEGEND				
<i>Existing to Remain and Connected to PCS via New PCS Cabinet - Italics</i>		24VDC Discrete Input (DI):	16	2
New - Bold		24VDC Discrete Output (DO):	6	1
SUSSEX COUNTY, DELAWARE	Project No. 11121182	120VAC Discrete Input (DI):	0	0
SCRWF NO. 3 AND RBWWTP CIP PHASE 2 UPGRADES	Report No. RFP-091	120VAC Discrete Output (DO):	0	0
FIGURE RFP-091-05	Date: 7/14/2023	Analog Input (AI):	0	0
PCS-AB I/O LIST		Analog Output (AO):	0	0

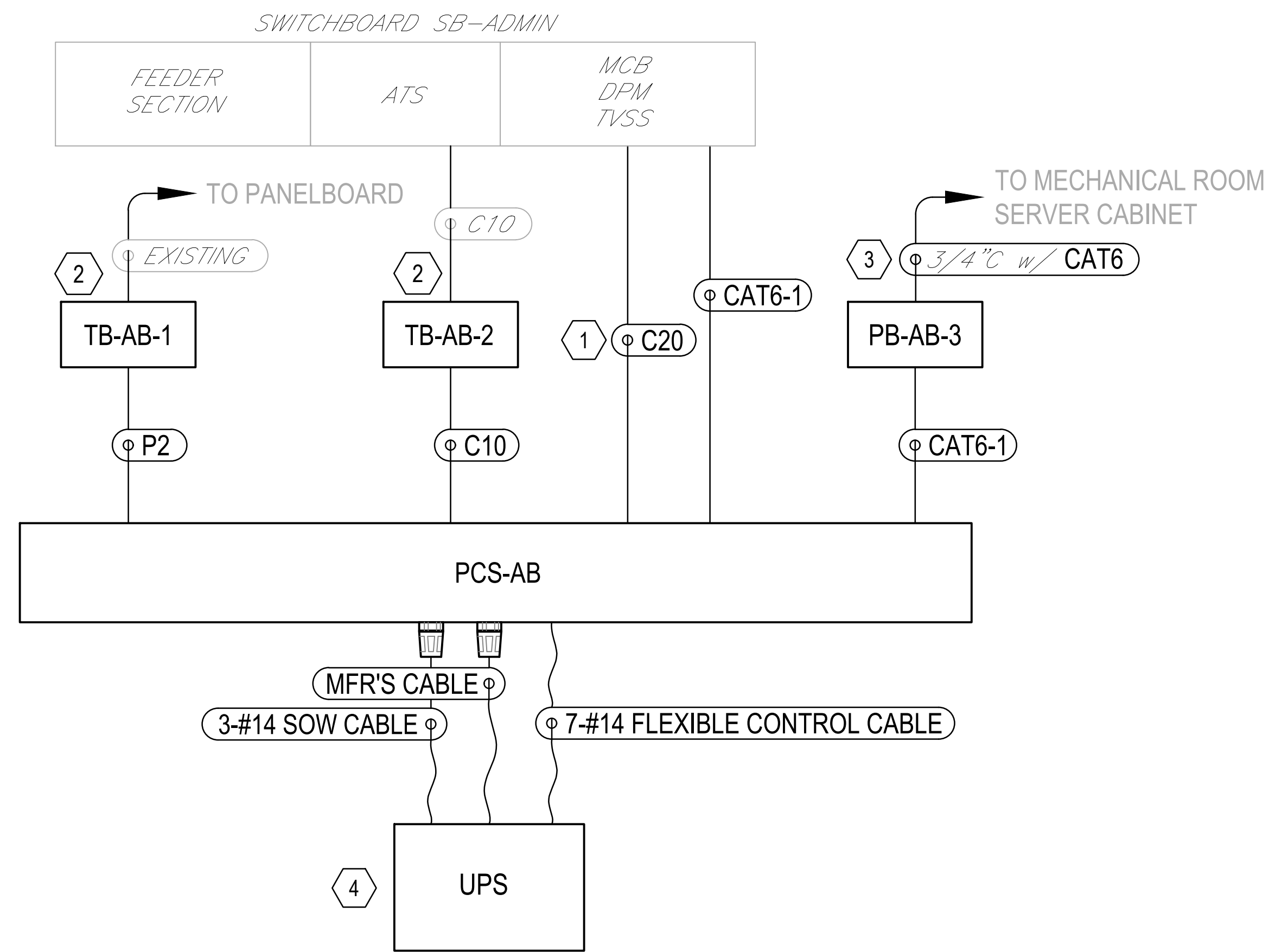
*Card count includes 20% spare
 *Provide card quantity and I/O racks per slot column

**SUSSEX COUNTY, DELAWARE
 SCRWF NO.3 AND RBWWTP CIP PHASE 2
 UPGRADES**

Project No. 11121182
 Report No. RFP-091
 Date 7/14/2023

**FIGURE RFP-091-01
 PCS-AB I/O LIST**

RFP-091-01



1 ADMINISTRATION BUILDING PCS-AB - CONDUIT RISER DIAGRAM
SCALE: NTS

DRAWING NOTES:

- 1 8 ACTIVE, 12 SPARE: COIL SPARES IN SB-ADMIN WITH 10' SPARE CONDUCTOR LENGTH AND LABEL AS SPARES.
- 2 CUT EXISTING CONDUIT AND CONDUCTORS TO ACCOMMODATE INSTALLATION OF NEW TERMINAL BOX AND TERMINATE NEW AND EXISTING CONDUCTORS IN TERMINAL BOX.
- 3 CUT EXISTING CONDUIT TO ACCOMMODATE INSTALLATION OF NEW PULLBOX. PROVIDE CAT6 CABLE AND ROUTE THROUGH PULLBOX AND EXISTING CONDUIT.
- 4 PROVIDE WALL MOUNTED SHELF FOR MOUNTING OF UPS EXTERNAL TO CABINET.
- 5 DEMOLISH CONDUIT AND CONDUCTORS AT HEIGHT THAT ACCOMMODATES NEW PULLBOX AND TERMINAL BOXES.
- 6 REMOVE UPS AND DEMOLISH SHELF.



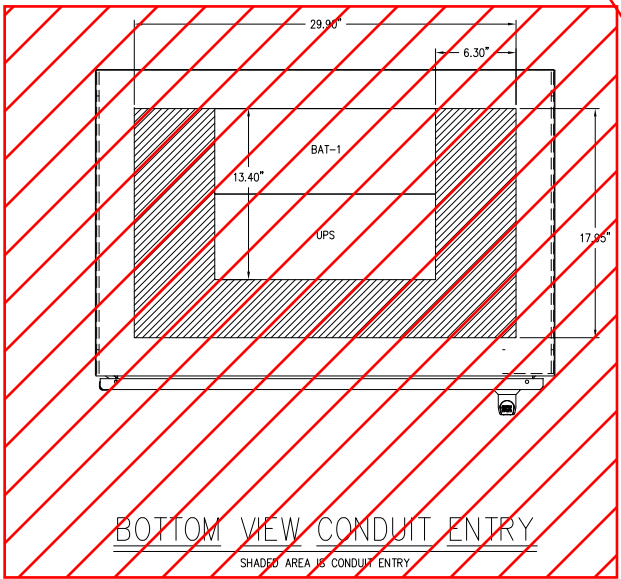
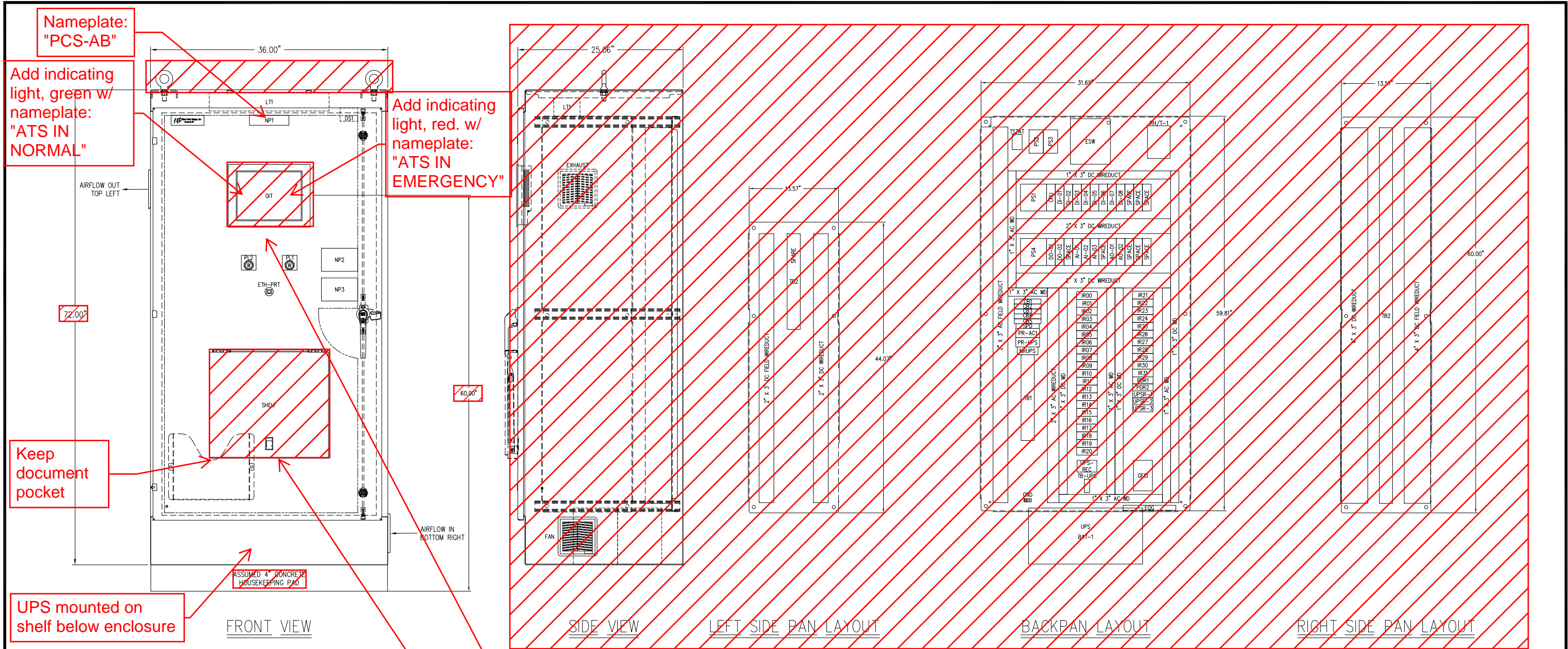
2 ADMINISTRATION BUILDING PLC CABINET - DEMOLITION DETAIL
SCALE: NTS



SUSSEX COUNTY, DELAWARE
SCWRF NO.3 AND RBWWTP CIP PHASE 2
UPGRADES
FIGURE RFP-091-02
PCS-AB CONDUIT RISER DIAGRAM AND
DEMOLITION DETAIL

Project No. 11121182
Report No. RFP-091
Date 7/14/2023

RFP-091-02



Add green and red indicating lights for "NORMAL SOURCE AVAILABLE" and "EMERGENCY SOURCE AVAILABLE"

48"H x 36"W x 16"D wall-mounted enclosure with 3 point latching hardware. No OIT. No shelf on enclosure.

MTD Micro-Tech Designs, Inc.
4312 Black Rock Road, Suite 1
Hamstead, MD 21074-2641

DATA NAMEPLATE

- VOLTS	- PHASE	- WIRE	60 HERTZ
- MAX. AMPS	- MAX. HP	10A SCRR	ENCLOSURE TYPE 1
	CONTROL	24 VOLTS DC	10 AMPS
		120 VOLTS AC	15 AMPS
		120 VOLTS AC	15 AMPS
		SERIAL NUMBER	200103-SC11

DATA NAMEPLATE DETAIL

NOTES:

- ALL CONTROL WIRING TO BE #16 MTW UNLESS OTHERWISE NOTED, COLOR AS FOLLOWS :
 BLACK - HOT
 WHITE - NEUTRAL
 GREEN - GROUND
 RED - AC CONTROL
 BLUE - DC CONTROL
 YELLOW - AC CONTROL POWER FROM REMOTE SOURCE
 ORANGE - LOW VOLTAGE STATUS AND ALARM
 LIGHT BLUE - INTRINSICALLY SAFE CIRCUIT
- PANEL SHALL BE UL508A LISTED

LEGEND:

- ⊗ TERMINAL BLOCK CONNECTION
- ⊕ WIRING DIAGRAM CONNECTOR. zz INDICATES LINE NUMBER
- Ⓢ DEVICE LOCATED IN FIELD, SUPPLIED BY MTD, INC.
- ▲ DEVICE REMOTE, FURNISHED BY OTHERS
- ⊠ REMOTE DEVICE TERMINAL CONNECTION
- DEVICE SUPPLIED BY OTHERS, INSTALLED BY MTD INC.
- ⊙ PLUG APART TERMINAL CONNECTION

<p>SUSSEX COUNTY, DELAWARE SCWRF NO.3 AND RBWWTIP CIP PHASE 2 UPGRADES</p> <p>FIGURE RFP-091-03 PCS-AB FRONT VIEW</p>	<p>Project No. 11121182 Report No. RFP-091 Date 7/14/2023</p> <p>RFP-091-03</p>
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SCE-48P36 45"H x 33"W SCE-48EL3616LPPL 48"H x 36"W x 16"D

SC-PCS-AB APPROXIMATE BILL OF MATERIAL

Two DI cards, slots 01 and 02. One DO card, slot 03. 2 spare slots

(1) BMXXBP0600 PLC rack with (1) BMXXEM010 cover.

Provide relays as required

Provide fuses as required.

Provide terminal blocks as required.

RECD	TAG	CATALOG NO.	DESCRIPTION	MANUFACTURER
1	UPS	AP9613	UPS Relay Card	APC
1	UPS	SUA1000XL	1000VA/800W Output UPS, 120V, (8) NEMA 5-15R Connections	APC
1	BAT-1	SUA24XLBP	Extended Runtime Battery for SUA1000XL	APC
1	ETH-PORT	LPC-D06	Panel Mounted RJ45 Programming Port With Cap Rated Nema 12 & 4X	ASI
1	CBL1	PC5E07BL	7' Cat 5e Cable	Capital Tristate
2	CBL2, CBL3	PC5E14BL	14' Cat 5e Cable	Capital Tristate
1	ESW	E4000-8GT8GP4G-E	Managed Ethernet Switch, 8 10/100 Ports, 8 10/100 PoE Ports, 2 Dual-Purpose Uplinks Capable of 10/100/1000 Copper or SFP Fiber; Supports 2 Exp. Modules, 18-80 VDC Supply	Cisco
1	ESW	GLC-FE-100LX-RGD	SFP Modules, LC Single Mode Connector	Cisco
1	FAN	GSF15	Ventilation Louver 6"	Cosmotec
1	EXHAUST	GSV1500203	Ventilation Fan 6", 120 VAC	Cosmotec
1	FU3	GMC-10A	10A Fuse Slow Blow, 250 VAC	Cooper
1		See Schedule	Lot Nameplates	Custom
1	REL-T-1	RF-2W11	Relative Humidity (0-100%) & Temperature (-20 to 140°F) Sensor Module, Dual 3-Wire Output, 24VDC Supply	Dwyer
3	CB1, CB2, CB4	FAZ-D5-1-SP	Circuit Breaker, 5/1 Amp	Eaton
1	GND	TA2	Ground Lug	Iscot
1	LIT1	UCBL-24N-30K-90CR-SYND-M4L	24 Inch LED Panel Light, 120 VAC	Lithonia Lighting
2	FU4, FU5	239-001	4. Fuses Slow Blow, 250 VAC	Littelfuse
2	FU1, FU2	239-02.5	2.5A Fuse Slow Blow, 250 VAC	Littelfuse
3	FU15 - FU18	239-005	5A Fuse Slow Blow, 250 VAC	Littelfuse
8	FU1 - FU14	239-500	10A Fuse Slow Blow, 250 VAC	Littelfuse
1	GFCI	2097	GFCI Receptacle, 20 Amp, Brown	Pass & Seymour
1	P1	5266X	15 Amp Plug	Pass & Seymour
1	GFCI	SS26	GFCI Cover, Stainless	Pass & Seymour
1	TB-UPS	1757077	8 Point Plug Apart Terminal Plug	Phoenix Contact
1	TB-UPS	1758596	8 Point Plug Apart Terminal Base	Phoenix Contact
1	SPD	2905228	Surge Protection Device, 120 VAC, With Dry Contacts	Phoenix Contact
2	FU1, FU2	3004142	Fuse Block (5x20mm) With Brown Fuse Indication 120 VAC	Phoenix Contact
10	FU3-FU14	3004126	Fuse Block (5x20mm) With Brown Fuse Indication 24 VDC	Phoenix Contact
4	TB1, TB2	0800886	Terminal Eng Anchor	Phoenix Contact
2	PS2, PS3	2904372	Power Supply, 120 VAC - 24 VDC, 240 Watt	Phoenix Contact
1	UPS-REC	2963860	Single Receptacle, 15 Amp, Din Rail Mount	Phoenix Contact
131	TB1, TB2	3044076	Terminal Block Single (Size #12-26) UT2.5	Phoenix Contact
216	TB1	3044814	Terminal Block Dual Level (Size #10-26) UT4	Phoenix Contact
3	TB1, TB2	3047098	Terminal End Barrier, Single	Phoenix Contact

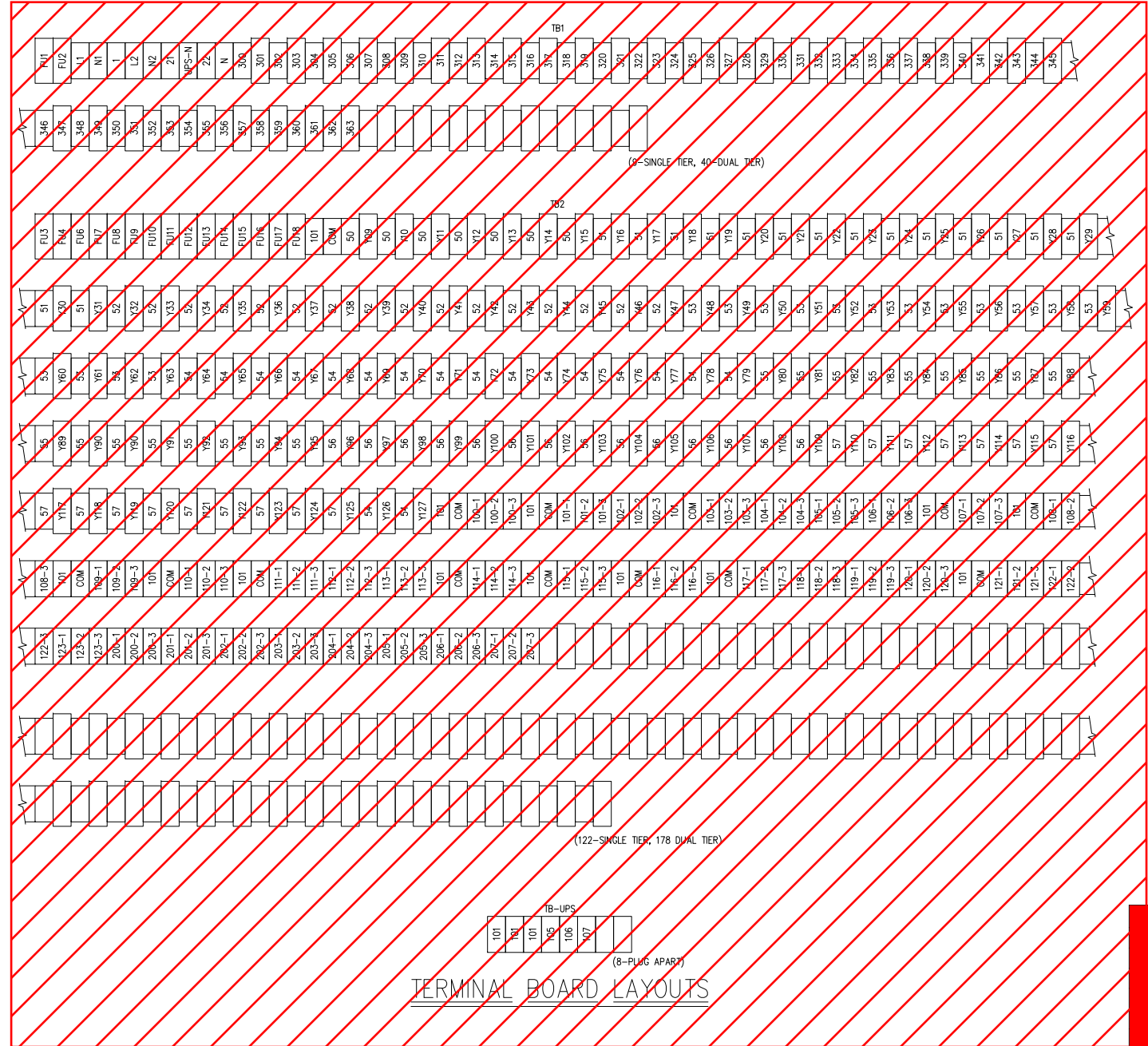
AB

DESIG.	ENGRAVED INSCRIPTION	COLOR	SIZE	TEXT SIZE	TAPET(S) SCREW(S)
NP1	PCS CABINET	BLACK w/ WHITE LETTERS	1.5" X 6"	3/8"	T
PL1	AUX POWER ON	BLACK w/ WHITE LETTERS	STYLE H	9/64"	-
PL2	PLC POWER NO. 1 ON	BLACK w/ WHITE LETTERS	STYLE H	9/64"	-
NP2	THIS EQUIPMENT FED FROM MORE THAN ONE SOURCE. DE-ENERGIZE BEFORE SERVICING	RED w/ BLACK LETTERS	3.1/2" x 5.1/2"	1/4" 1/4" 1/4"	T
NP3	UPS CAUTION - RISK OF ELECTRICAL SHOCK. UPS EQUIPMENT INSTALLED. CONTROLS MAY BE ENERGIZED WITH MAIN DISCONNECT OFF	RED w/ BLACK LETTERS	3.1/2" x 5.1/2"	1/2" 1/4" 1/4" 1/4"	T

NOTE: PROVIDE ADDITIONAL LIGHTS AND NPs AS INDICATED ON FRONT VIEW DETAIL

LEGEND:

- ⊗ TERMINAL BLOCK CONNECTION
- ⊕ WIRING DIAGRAM CONNECTOR. zz INDICATES LINE NUMBER
- Ⓢ DEVICE LOCATED IN FIELD, SUPPLIED BY MTD, INC.
- ▲ DEVICE REMOTE, FURNISHED BY OTHERS
- ⊠ REMOTE DEVICE TERMINAL CONNECTION
- DEVICE SUPPLIED BY OTHERS, INSTALLED BY MTD, INC.
- ⊙ PLUS APART TERMINAL CONNECTION



TERMINAL BOARD LAYOUTS



15342 S. DuPont Hwy
Harrington DE 19952

Office: 302.566.6248
Fax: 302.566.6251

Bryon Warren
President
302-270-5719

Email(s):
office@bwelectricinc.com
estimates@bwelectricinc.com

July 18, 2023

Subject: SCRWF Upgrade No. 3 & RBWWTP CIP Upgrade Phase 2 RFP No. 91

Dear Mr. Medlarz,

Our price to perform the electrical work associated with the above project is based on RFP No. 91. Our price does not include the use of Prevailing Wages. Our price is **\$68,103.21** and includes the following:

Description of proposed changes:

Remove the existing PLC cabinet located in the Administration Building Electrical Room, and provide a new PCS cabinet, PCS-AB in its place. Demolish existing conduit and wiring as shown and indicated on attached figures. Provide new conduit and wiring as well as PCS-AB as indicated on attached figures.

A price proposal for the work listed below is requested of the Electrical Contractor. Note that the work is located in the existing Administration Building Electrical Room, and Mechanical Room located across the corridor from the Electrical Room.

- Refer to attached Figures RFP-091-01 through 05 for details of work. Note that copies of submittal drawings for a similar PCS cabinet provided on this project have been used as a basis for the design of PCS-AB, in lieu of providing new engineering design drawings, for the sake of brevity and familiarity. Copies have been marked in red with edits to indicate specific requirements particular to PCS-AB. Commodity items such as fuses, relays and terminal blocks have not been noted in the edited BOM; quantities and types for such items are left to the CSI, and shall be similar to those used on other PCS cabinets.

- PCS-AB I/O list: Two DI cards and one DO card include the required spare I/O points. Wire all points to terminal blocks and output relays per specifications. Provide slot fillers for any unused slots.
- Remove existing wall mounted PLC panel, UPS and UPS shelf located in the Electrical Room, and turn removed panel and equipment over to the County. Remove existing CAT 5 cable between PLC and server located in Mechanical Room. Disconnect existing power and control wiring and CAT 5 cable and associated conduits (3 conduits) from panel to allow removals.
- Cut existing power and control wiring and associated conduits at approximately 2-3 feet from ceiling and provide new terminal boxes with wiring connection terminals to allow connection of existing conductors and conduit to new conductors and conduit. Cut existing CAT 5 conduit at approximately the same height as the two other conduits, and provide new pull box to allow connection of new conduit from box to PCS-AB.
- Provide new P2 wiring and conduit between power terminal box and PCS-AB. Re-use existing 120 VAC power circuit for power to PCS-AB.
- Provide new C10 wiring and conduit between control terminal box and PCS-AB to reconnect existing I/O.
- Provide new CAT 5 conduit between CAT 5 pull box and PCS-AB. Provide CAT 6 cable in existing and new 3/4" conduit from PCS-AB to Mechanical Room server cabinet and connect to server in same location/port as existing. Coordinate connection with County.
- Provide new wall mounted PCS-AB cabinet in Administration Building Electrical Room in approximately the same location as the existing PLC Panel, on the same wall. Mount PCS-AB approximately 6'-0" AFF to top of cabinet. Provide PCS-AB in general compliance with contract documents. Note the following:
 - External door mounted laptop shelf not required.
 - Only one (1) 120 VAC power circuit required; existing power circuit shall be re-used.
 - No OIT or IPC required.
 - Provide wall supported shelf for externally mounted UPS, with corresponding flexible power and control cords for connections of UPS to internal PCS-AB circuitry.
- Provide PCS cabinet materials and equipment similar to or the same as those provided for other new PCS cabinets on the project.
- Provide new C20 between existing SB-Admin and PCS-AB. 8-#14s for connection of I/O, and 12-#14s for spares.
- Provide new CAT6-1 between existing DPM in SB-Admin and PCS-AB.
- Ethernet switch to be configured by County.
- Provide testing per Contract Documents.
- Contractor shall assume that all existing I/O and DPM parameters are available in the ATS, MCB and DPM, and additional configuration or components are not necessary.

If this RFP is accepted, we are requesting 20 days be added to the contract.

Exclusions

1. No permit fees.

2. No cutting.
3. No patching or painting.
4. No liquidated damages.

This price is good for thirty (30) days only.

Sincerely,

Jason R. Walters
B. W. Electric, Inc.
Superintendent
JRW/

**#SCRWF Upgrade No.3 and RBWWTP CIP Upgrade Phase 2 : RFP No. 091
Totals (Summary) - Bid Summary: Default**

Material	
Non-Quoted	\$6,021.08
Quotes	41,342.00
Sales Tax (0.00%)	0.00
Total Material	\$47,363.08
Labor	
Direct (145.18 hours @ \$70.00)	\$10,162.60
Non-Productive Labor	0.00
Total Labor (145.18 hours)	\$10,162.60
Direct Job Expenses	\$0.00
Tools and Miscellaneous Materials	0.00
Subcontracts	0.00
Job Subtotal (Prime Cost)	\$57,525.68
Overhead (10.00%)	5,752.57
Profit (5.00%)	3,163.91
Job Total	\$66,442.16
Bond	
Bond	1,661.05
Job Total with Bond	\$68,103.21
Actual Bid Price	\$68,103.21
Material to Direct Labor ratio: 0.82	
Prime Cost per square foot	\$0.00
Job Total per square foot	\$0.00
Actual Bid Price per square ft	\$0.00
Labor cost per square foot	\$0.00
Labor hours per square foot	0.00
Gross Profit %	15.53
Gross Profit \$	\$10,577.53
Net Profit %	7.08



Micro-Tech Designs, Inc.

4312 Black Rock Rd., Suite 1
Hampstead, MD 21074-2641
Phone (410) 239-2885
Fax (410) 239-3736

QUOTE

We're In Control

July 18, 2023

Mr. Jason Walters
BW Electric, Inc.
15342 S. DuPont Highway
Harrington, DE 19952
(302) 566-6248
fax: (302) 566-6251

Re.: South Coastal RWF PCS-AB Replacement

Dear Mr. Walters,

We are pleased to quote on the following scope of work for the above project:

See Attached "Scope of Work"

Lot Price \$41,342.00

Applicable taxes are not included

The above quotation is valid for 30 days

Micro-Tech Designs, Inc. (MTD) shall not be responsible for any failure to perform, or delay in performance of our obligations resulting from the Covid-19 pandemic or any future epidemic, or any resulting supply chain issues, and the customer/end user shall not be entitled to any damages resulting thereof.

Quotation assumes NET 30 payment terms with payment by check. EFT, ACH and Credit Card payments are subject to approval prior to order acceptance. Credit Card payments will be subject to a surcharge of up to 7%. If there are any questions concerning the above, please contact me. I look forward to working with you and your staff on this and future projects.

Sincerely,
Micro-Tech Designs, Inc.

Josh A. Whitney



Micro-Tech Designs, Inc.

4312 Black Rock Road, Suite 1

Hampstead, MD 21074-1696

Phone (410) 239-2885

Fax (410) 239-3736

We're In Control

South Coastal RWF PCS-AB Replacement

SCOPE OF WORK

- 1 - PCS-AB Control Panel. The Panel will be a NEMA 12 enclosure with the following equipment/features:
 - Programmable Logic Controller with associated I/O and appurtenances
 - Industrial Ethernet Switch
 - 24VDC Power Supply
 - Transient Voltage Surge Suppressor
 - Interposing Relays on all Discrete Outputs
 - Fan & Louver Ventilation with Thermostat
 - Door Mounted Programming Port
 - Push-to-Test Indicating Pilot Lights
 - Interior Light with Door Activated Switch
 - Convenience Receptacle
 - Engraved Nameplates
 - Terminal board for all field connections
- 1 - 1kVA Uninterruptible Power Supply (*shelf by others*)
- 1 - Lot Shop Drawings for Approval
- 1 - Delivery to Site
- 1 - Lot Operations and Maintenance Manuals
- 1 - Lot On-site Startup

Notes:

- 1. *Quotation does not include field installation or wiring of any kind.*
- 2. *Standard 1-Year warranty applies.*
- 3. *Offloading of equipment will be the responsibility of the receiving party.*
- 4. *On-site services are to take place during normal business hours (7am-4pm, Mon-Fri) unless noted otherwise.*
- 5. *Video recording of training sessions is not included and is subject to approval by the instructor/ manufacturer.*
- 6. *Micro-Tech Designs, Inc. (MTD) shall not be responsible for any failure to perform, or delay in performance of our obligations resulting from the Covid-19 pandemic or any future epidemic, or any resulting supply chain issues, and the customer/end user shall not be entitled to any damages resulting thereof.*
- 7. *No spare parts provided.*
- 8. *No training provided.*
- 9. *Quotation assumes a witnessed factory acceptance test is not required.*
- 10. *Items or services specifically excluded to be provided by others includes but is not limited to:*
 - a. *Conduit/ Wire*
 - b. *Demolition*
 - c. *Removal and demolition of existing equipment*
 - d. *Programming/ Screen Development*
 - e. *External Shelf for UPS*
 - f. *Terminal/Pull Boxes*
 - g. *Software*
 - h. *Network Cabling*

Cancellation Schedule:

In the event of cancellation, either in part or total, the following percentages in reference to the entire purchase order price, or application portions thereof, will apply:

- After receipt of order but prior to completed approval drawings/ submittals 15%*
- After approval drawing/ submittal completion but prior to release 40%*
- Prior to fabrication commencement but after major components purchase 60%*
- After commencement of fabrication but prior to assembly 80%*
- After commencement of assembly 100%*



15342 S. DuPont Hwy
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Office: 302.566.6248
Fax: 302.566.6251

Bryon Warren
President
302-270-5719

Email(s):
office@bwelectricinc.com
estimates@bwelectricinc.com

July 18, 2023

Subject: SCRWF Upgrade No. 3 & RBWWTP CIP Upgrade Phase 2 RFP No. 92

Dear Mr. Medlarz,

Our price to perform the electrical work associated with the above project is based on RFP No. 92. Our price does not include the use of Prevailing Wages. Our price is **\$8,554.77** and includes the following:

Description of proposed changes:

Move the location of the MMS and DS for the Sodium Hypochlorite Building Electrical Room exhaust fan EF-SHFB-01. Provide new power circuit and DS with EMR for new heat pump to be provided by General Contractor for Electrical Room. Provide new outdoor receptacle and associated power circuit.

A price proposal for the following work is requested of the electrical contractor. Refer to attached Figure Nos. RFP-092-01 and 02 for details of work. Move planned location of EF-SHFB-01 MOD MMS and fan DS to the east side of the fan. Provide one new 15A, 120V, weatherproof receptacle and locate on north side of building, west of exhaust fan.

- Provide new 120 VAC power circuit for receptacle from Panelboard LP5D, circuit 32, and use spare 15A circuit breaker.
- Provide new 30A, 2P non-fused DS and new EMR with ground grid conductor (connection to backboard and nearest existing building metallic structural member). Locate adjacent to new receptacle.
- Remove 30A, 2P circuit breaker from panelboard LP5D circuits 1 and 3. Provide new 15A/2P circuit breaker for new heat pump ACCU-SH-01.
- Provide new P2 power circuit from LP5D to ACCU-SH-01.

- Demolish power circuit and conduit from existing A/C unit back to panelboard.

If this RFP is accepted, we are requesting 6 days be added to the contract.

Exclusions

1. No permit fees.
2. No cutting.
3. No patching or painting.
4. No liquidated damages.

This price is good for thirty (30) days only.

Sincerely,

Jason R. Walters
B. W. Electric, Inc.
Superintendent
JRW/

#SCRWF Upgrade No.3 and RBWWTP CIP Upgrade Phase 2 : RFP No. 092
Totals (Summary) - Bid Summary: Default

Material	
Non-Quoted	\$4,105.48
Quotes	0.00
Sales Tax (0.00%)	0.00
Total Material	\$4,105.48
Labor	
Direct (44.58 hours @ \$70.00)	\$3,120.60
Non-Productive Labor	0.00
Total Labor (44.58 hours)	\$3,120.60
Direct Job Expenses	\$0.00
Tools and Miscellaneous Materials	0.00
Subcontracts	0.00
Job Subtotal (Prime Cost)	\$7,226.08
Overhead (10.00%)	722.61
Profit (5.00%)	397.43
Job Total	\$8,346.12
Bond	
Bond	208.65
Job Total with Bond	\$8,554.77
Actual Bid Price	\$8,554.77
Material to Direct Labor ratio: 0.57	
Prime Cost per square foot	\$0.00
Job Total per square foot	\$0.00
Actual Bid Price per square ft	\$0.00
Labor cost per square foot	\$0.00
Labor hours per square foot	0.00
Gross Profit %	15.53
Gross Profit \$	\$1,328.69
Net Profit %	7.08



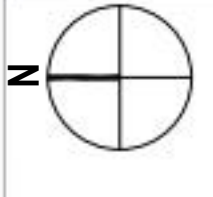
Request for Proposal

Project Title	SCRWF Upgrade No. 3 & RBWWTP CIP Upgrade Phase 2		
Owner	Sussex County, Delaware		
Contract No.	C19-17: Electrical Construction	GHD Project No.	11121182
Contractor is requested to provide a Change Proposal for the following proposed modifications to the Work. This request alone neither directs nor approves any change to the Work nor any adjustments to the Contract Price or Contract Times. Contractor's proposal shall be submitted to Engineer for review and shall adhere to all requirements of the Contract Documents. If found acceptable to Owner and Engineer, Contractor's Change Proposal will be incorporated into the Work via Change Order.			
RFP No.	RFP-092		
RFP Subject	Sodium Hypo AC Unit - Electrical		
Issued By	S. Polner, R. Cardinal	Issue Date	7/12/2023

Description of proposed changes: Move the location of the MMS and DS for the Sodium Hypochlorite Building Electrical Room exhaust fan EF-SHFB-01. Provide new power circuit and DS with EMR for new heat pump to be provided by General Contractor for Electrical Room. Provide new outdoor receptacle and associated power circuit.

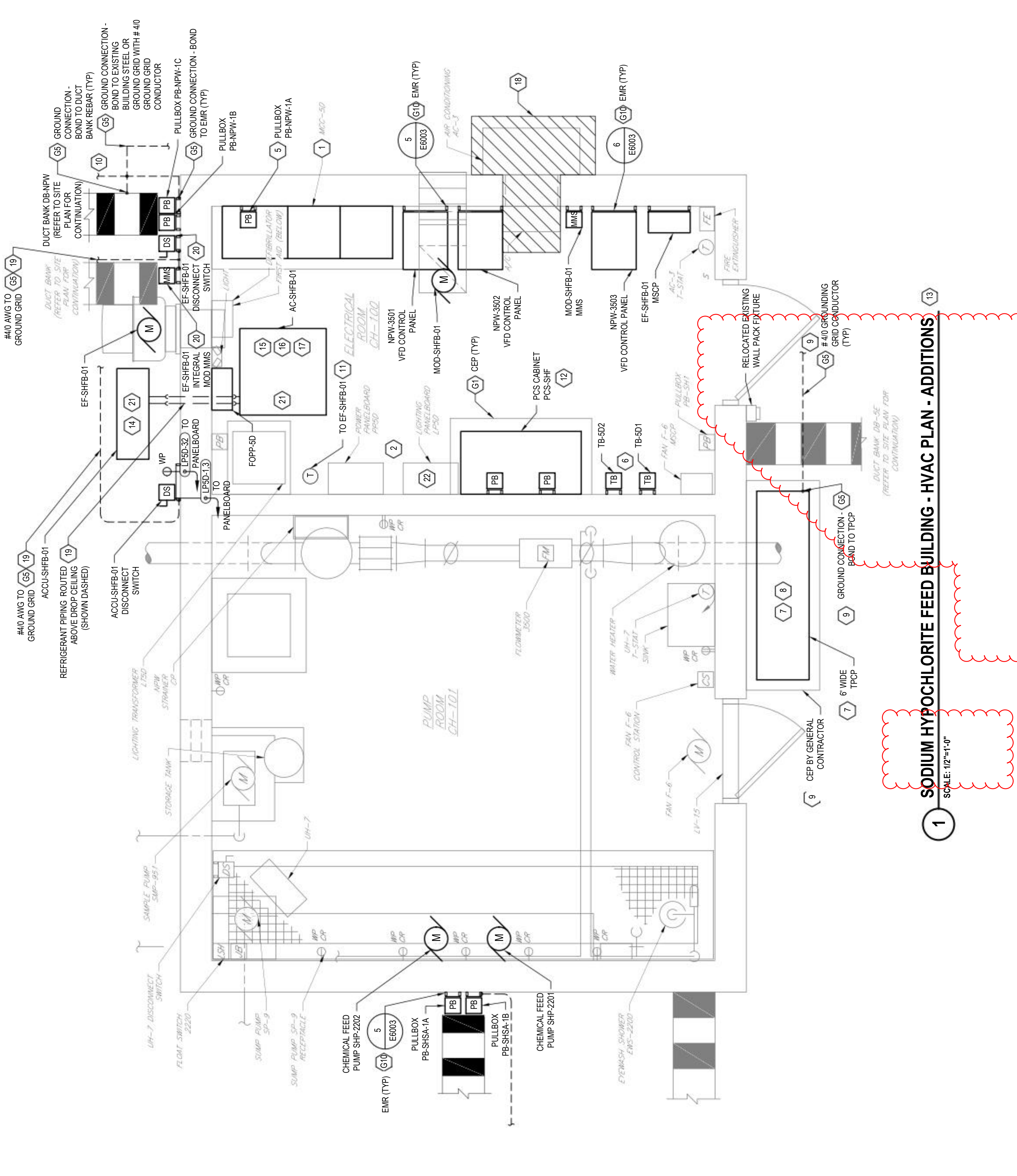
A price proposal for the following work is requested of the electrical contractor. Refer to attached Figure Nos. RFP-092-01 and 02 for details of work.

- Move planned location of EF-SHFB-01 MOD MMS and fan DS to the east side of the fan.
- Provide one new 15A, 120V, weatherproof receptacle and locate on north side of building, west of exhaust fan.
- Provide new 120 VAC power circuit for receptacle from Panelboard LP5D, circuit 32, and use spare 15A circuit breaker.
- Provide new 30A, 2P non-fused DS and new EMR with ground grid conductor (connection to backboard and nearest existing building metallic structural member). Locate adjacent to new receptacle.
- Remove 30A, 2P circuit breaker from panelboard LP5D circuits 1 and 3. Provide new 15A/2P circuit breaker for new heat pump ACCU-SH-01.
- Provide new P2 power circuit from LP5D to ACCU-SH-01.
- Demolish power circuit and conduit from existing A/C unit back to panelboard.

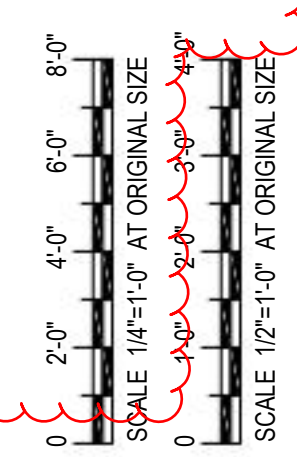


DRAWING NOTES:

- 1 SEE MCC-5D ONE LINE DIAGRAM AND ELEVATION FOR MODIFICATION DETAILS.
- 2 PANELBOARD PP5D AND LP5D ARE LABELED INCORRECTLY. PROVIDE NEW NAMEPLATES TO CORRECT MISLABELING. CHECK DRAWING FOR CORRECTION.
- 3 CONTRACTOR SHALL COORDINATE FINAL LIGHTING FIXTURE LOCATIONS WITH MECHANICAL, HVAC, STRUCTURAL, ARCHITECTURAL, AND OTHER ELECTRICAL EQUIPMENT AND COMPONENTS. PROVIDE LIGHTING FIXTURE SUPPORT BRACKETS AS REQUIRED TO MOUNT EACH FIXTURE FROM OVER-HEAD OR WALL SUPPORTS.
- 4 CONTRACTOR SHALL AVOID PLACING ANY ELECTRICAL EQUIPMENT OR RACEWAYS THAT WOULD IMPEDE THE SERVICING, REMOVAL, AND/OR INSTALLATION OF TANKS.
- 5 PULLBOX SHALL BE SIZED TO FIT ABOVE MCC. (W/ H x D, 24" X, 6" X 16") RELOCATE EXISTING CONDUITS FROM PULLBOX. THERE ARE TWO 3/4" CONDUITS AND A 1" CONDUIT THAT WILL EVENTUALLY BE REMOVED.
- 6 INTERCEPT THE FOLLOWING EXISTING CIRCUITS. MAINTAIN BREAKER POSITION STATUS. SPD ALARM, ELECTRIC UNIT HEATER INTERLOCK, CONTAMINANT AREA HIGH LEVEL SWITCHES, NPW FLOW METER FLOW, AND NPW FLOW METER INSTRUMENT FAIL. PROVIDE NEW WIRING, TERMINAL BOXES, TERMINAL BLOCKS AND CONDUIT AS REQUIRED TO CONNECT EXISTING CIRCUITS TO NEW PCS-5D. RE-USE EXISTING CONDUITS TO THE EXTENT PRACTICAL.
- 7 MOUNT TEMPORARY POWER PANELBOARD NO. 1 (TPP1) AND TEMPORARY VFD CP (TVCP) INSIDE TEMPORARY PUMP CONTROL PANEL (TPCP). TVCP SHALL BE CONNECTED TO NPW-3501. TPCP SHALL MATCH COUNTY STANDARD FOR PUMP CONTROL PANELS. REFER TO SPECIFICATIONS FOR MORE DETAILS. TPP1 SHALL BE FED FROM MAIN SWITCHBOARD IN ELECTRICAL BUILDING. TVCP SHALL MATCH PERMANENT VFD CPs FOR NPW PUMPS. PROVIDE TEMPORARY FEEDER FROM TPP1 TO TVCP. AND FROM TVCP TO NPW-3501. PROVIDE TEMPORARY CONTROL (DISCRETE AND ANALOG), CAT 6 CABLE FOR ETHERNET CONNECTION (NOT REQUIRED FOR TVCP) CIRCUITS BETWEEN TVCP AND PCS-5D. DEMOLISH TEMPORARY PANELS, CIRCUITS, CONDUITS AND TPCP WHEN WORK IS COMPLETE. PANELS SHALL BE TURNED OVER TO THE COUNTY. PROVIDE ARC FLASH LABELS FOR TPP AND TVCP. PROVIDE NAMEPLATE FOR TPCP AS FOLLOWS:
 SODIUM HYPOCHLORITE FEED BUILDING -
 TEMPORARY POWER AND CONTROLS -
 CCT MIXERS AND NPW PUMP
 CAUTION: 480 VAC
 DISCONNECT: TPP1 MCB INSIDE ENCLOSURE
 FED FROM: ELECTRICAL BUILDING MAIN SWITCHBOARD
- 8 TPP1 SHALL BE 480/277 VAC, 3 WIRE, NEMA 1 ENCLOSURE, 22kVAC RATING AT 480 VAC, 3 PHASE, 30 POLE MINIMUM W/ 100A MCB AND SUFFICIENT BRANCH CIRCUIT BREAKERS TO PROVIDE TEMPORARY POWER TO EQUIPMENT.
 PROVIDE TEMPORARY CHLORINE CONTACT TANK MIXER MOTOR STARTER CONTROL PANEL (MSCP) IN NEIMA 1 ENCLOSURE. MOUNT PANEL INSIDE TPCP. CONTROL PANEL SHALL BE PROVIDED WITH THE FOLLOWING:
 • PANEL NAMEPLATE: TEMPORARY MOTOR STARTER CONTROL PANEL - CONTACT TANK MIXERS - 480 VAC, 3 PHASE MOTOR BRANCH CIRCUITS.
 • NAMEPLATE: CAUTION: PANEL FED FROM FOUR (4) SEPARATE CIRCUIT BREAKERS IN ADJACENT TPP.
 • FOUR (4) NEMA SIZE ONE COMBINATION MAGNETIC MOTOR STARTERS, ONE FOR EACH MIXER. CBs FOR MOTOR STARTERS SHALL BE INTEGRAL WITH STARTER. ACCESSIBLE FROM PANEL INTERIOR. MOTOR STARTERS SHALL BE SIMILAR TO PERMANENT MOTOR STARTERS - REFER TO ELEMENTARY WIRING DIAGRAMS FOR DETAILS.
 • INDIVIDUAL BRANCH CIRCUITS FOR EACH MOTOR STARTER, WITH COMPLETE AND SEPARATE CONTROL, POWER TRANSFORMERS AND CONTROL WIRING.
 • WIRING LABELS FOR EACH MOTOR STARTER AND CORRESPONDING POWER AND CONTROL CIRCUITS.
 • FIELD TERMINAL STRIPS FOR ALL FIELD WIRING.
 • HINGED MOUNTING DOOR WITH LOCKABLE HASP.
 • DOOR MOUNTING HOA SELECTOR SWITCHES AND INDICATING LIGHTS FOR EACH MIXER MOTOR STARTER, WITH CORRESPONDING DESCRIPTIVE LEGEND PLATES.
 • EQUIPMENT GROUND CONDUCTORS LUGS, ONE FOR EACH MOTOR BRANCH CIRCUIT.
 • PROVIDE MOTOR BRANCH CIRCUIT OVERCURRENT PROTECTIVE DEVICES (CBs) IN TPP1, AND PROVIDE FOUR (4) BRANCH CIRCUITS FROM TPP1 TO MSCP: ONE FOR EACH MOTOR STARTER. PROVIDE ARC FLASH LABEL FOR TEMPORARY MSCP. DEMOLISH TEMPORARY PANEL CIRCUITS AND CONDUITS AND WHEN WORK IS COMPLETE, PANEL SHALL BE TURNED OVER TO THE COUNTY.
- 9 PROVIDE GROUND CONNECTIONS TO TEMPORARY PUMP CONTROL PANEL (TPCP), BOND TO EXISTING BUILDING STEEL OR GROUND GRID. GENERAL CONTRACTOR TO PROVIDE CEP FOR MOUNTING OF TPCP. CONTRACTOR SHALL DEMOLISH ALL TEMPORARY PANELS AND COMPONENTS. GROUNDING CONNECTIONS AND CEP WHEN WORK IS COMPLETE. RESTORE SURFACE TO ORIGINAL CONDITION AFTER DEMOLITION OF CEP.
- 10 REFER TO CHLORINE CONTACT TANKS, NON-POTABLE WATER PIPES AND EFFLUENT FLOW VAULT NO. 1 & 2 POWER AND CONTROL PLANS FOR CONTINUATION OF GROUNDING GRID.
- 11 THERMOSTAT FURNISHED BY GENERAL CONTRACTOR, INSTALLED BY CONTRACTOR.
- 12 RELOCATE THREE EXISTING CONDUITS AND ASSOCIATED CIRCUITS ON WEST WALL OF ELECTRICAL ROOM BETWEEN EXISTING LIGHTING PANELBOARD LP5D AND EXISTING FAN F-8 MSCP TO ALLOW INSTALLATION OF PCS-5D.
- 13 PROVIDE CONDUIT SEAL FITTINGS AND SEALANT FOR NEW CONDUITS TRaversing BETWEEN THE PUMP ROOM AND THE ELECTRICAL ROOM TO PREVENT CORROSIVE CHEMICAL GASES FROM ENTERING ELECTRICAL ROOM VIA CONDUITS.
- 14 EXTERIOR EQUIPMENT PAD. REFER TO STRUCTURAL DRAWINGS - BY GENERAL CONTRACTOR.
- 15 ROUTE UNIT CONDENSATE PIPING ALONG REFRIGERANT PIPING PATHWAY. TERMINATE CONDENSATE PIPING 12" ABOVE EXTERIOR GRADE AND ANGLE 45 DEGREES AWAY FROM BUILDING. PROVIDE INTEGRAL CONDENSATE PUMP IF CONDENSATE PIPING IS SLOPED UPWARDS AT ANY POINT - BY GENERAL CONTRACTOR.
- 16 CORE DRILL EXISTING WALL FOR PIPE PENETRATIONS AND SEAL WATER-TIGHT - BY GENERAL CONTRACTOR.
- 17 SUPPORT INDOOR UNIT FROM WOODEN ROOF JOISTS ABOVE DROP CEILING - BY GENERAL CONTRACTOR.
- 18 DEMOLISH EXISTING A/C UNIT AND REBUILD AND REPAIR WALL TO EXISTING CONDITION. REFER TO FIGURE RFP-092-02 FOR DETAILS OF WALL REPAIR - BY GENERAL CONTRACTOR.
- 19 ELECTRICAL WORK FOR HEAT PUMP INSTALLATION INCLUDING UNIT POWER, DS, RECEPTACLE AND RECEPTACLE POWER, EMR AND GROUNDING GRID CONDUCTOR TO BE PROVIDED BY ELECTRICAL CONTRACTOR.
- 20 MMS AND DS FOR EF-SHFB-01 MOD AND FAN, RESPECTIVELY, WILL HAVE LOCATIONS MOVED TO LOCATIONS INDICATED BY ELECTRICAL CONTRACTOR.
- 21 NEW HEAT PUMP, INCLUDING INDOOR AND OUTDOOR UNITS, CEP, REFRIGERANT AND DRAIN PIPING, TEMPERATURE CONTROLS AND POWER AND CONTROL WIRING BETWEEN INDOOR AND OUTDOOR UNITS PROVIDED BY GENERAL CONTRACTOR.
- 22 PROVIDE NEW CBs AS INDICATED ON REVISED PANELBOARD SCHEDULE - BY ELECTRICAL CONTRACTOR.



1 SODIUM HYPOCHLORITE FEED BUILDING - HVAC PLAN - ADDITIONS
 SCALE: 1/2"=1'-0"



SUSSEX COUNTY, DELAWARE
 SCWRP NO.3 AND RBWTP CIP PHASE 2
 UPGRADES

**FIGURE RFP-092-01
 HVAC PLAN - ADDITIONS**

Project No. 11121182
 Report No. RFP-092
 Date 7/13/2023

SODIUM HYPOCHLORITE FEED BUILDING

SODIUM HYPOCHLORITE FEED BUILDING

PANELBOARD PP5D

LOCATION: SODIUM HYPOCHLORITE FEED BUILDING - ELECTRICAL ROOM FED FROM: MCC-5D
 MAIN BUS RATING: 100A, 480/277V, 3PH, 4W ESTIMATED CONNECTED LOAD: EXISTING
 MINIMUM SHORT-CIRCUIT INTERRUPTION RATING: 35 KAIC INCOMING FEED: REFER TO ONE-LINE DIAGRAM
 MAIN BREAKER TRIP: MAIN LUG ONLY ENCLOSURE: NEMA 12
 TVSS/SURGE PROTECTION: N/A

NOTES: SEE PANELBOARD SCHEDULE NOTES

DESCRIPTION	NOTES	LOAD	CONDUIT SIZE	Φ/N SIZE	G SIZE	CB	CKT	A	B	C	CKT	CB	CONDUIT SIZE	Φ/N SIZE	G SIZE	LOAD	NOTES	DESCRIPTION
SPARE			1.5A/3P	3/4"	12	12	1	2				1.5A/3P	3/4"	12	12	5KW		ELECTRIC UNIT HEATER UH-7
NPW STRAINER CP		.5HP	3/4"	12	12	1.5A/3P	9	10				20A/3P						SPARE
SPARE			1.5A/3P				11	12				20A/1P						SPARE
LTG ELECTRICAL ROOM		.6kW	3/4"	12	12	20A/1P	19	20				20A/1P						SPARE
LTG PUMP ROOM		604kW	3/4"	12	12	20A/1P	21	22				20A/1P						SPARE
LTG EXTERIOR		.7kW	3/4"	12	12	20A/1P	23	24				20A/1P						SPARE
LTG SOD. HYPO STORAGE AREA	12		3/4"	12	12	20A/1P	25	26				20A/1P						SPARE
NPW PUMP STATION & CCT	12		3/4"	12	12	15A/1P	27	28				15A/1P						SPARE
HOT WATER HEATER		2.5kW	3/4"	12	12	15A/1P	29	30				15A/1P						SPARE

PANELBOARD PP5D

LOCATION: SODIUM HYPOCHLORITE FEED BUILDING - ELECTRICAL ROOM FED FROM: MCC-5D
 MAIN BUS RATING: 100A, 480/277V, 3PH, 4W ESTIMATED CONNECTED LOAD: 12kVA
 MINIMUM SHORT-CIRCUIT INTERRUPTION RATING: 35 KAIC INCOMING FEED: REFER TO ONE-LINE DIAGRAM
 MAIN BREAKER TRIP: MAIN LUG ONLY ENCLOSURE: NEMA 12
 TVSS/SURGE PROTECTION: N/A

NOTES: SEE PANELBOARD SCHEDULE NOTES

DESCRIPTION	NOTES	LOAD	CONDUIT SIZE	Φ/N SIZE	G SIZE	CB	CKT	A	B	C	CKT	CB	CONDUIT SIZE	Φ/N SIZE	G SIZE	LOAD	NOTES	DESCRIPTION
SPARE			1.5A/3P	3/4"	12	12	1	2				1.5A/3P	3/4"	12	12	5KW		ELECTRIC UNIT HEATER UH-7
NPW STRAINER CP		.5HP	3/4"	12	12	1.5A/3P	9	10				20A/3P						SPARE
SPARE			1.5A/3P				11	12				20A/1P						SPARE
LTG ELECTRICAL ROOM		.6kW	3/4"	12	12	20A/1P	19	20				20A/1P						SPARE
LTG PUMP ROOM		604kW	3/4"	12	12	20A/1P	21	22				20A/1P						SPARE
LTG EXTERIOR		.7kW	3/4"	12	12	20A/1P	23	24				20A/1P						SPARE
LTG SOD. HYPO STORAGE AREA	10, 12	488kW	3/4"	12	12	15A/1P	25	26				15A/1P						SPARE
LTG NPW PUMP STATION & CCT	10, 12	255kW	3/4"	12	12	15A/1P	27	28				15A/1P						SPARE
HOT WATER HEATER		2.5kW	3/4"	12	12	15A/1P	29	30				15A/1P						SPARE

PANELBOARD LP5D

LOCATION: SODIUM HYPOCHLORITE FEED BUILDING - ELECTRICAL ROOM FED FROM: LTS5D
 MAIN BUS RATING: 100A, 208/120V, 3PH, 4W ESTIMATED CONNECTED LOAD: EXISTING
 MINIMUM SHORT-CIRCUIT INTERRUPTION RATING: 22KAIC INCOMING FEED: REFER TO ONE-LINE DIAGRAM
 MAIN BREAKER TRIP: 40A MAIN CB ENCLOSURE: NEMA 12
 TVSS/SURGE PROTECTION: N/A

NOTES: SEE PANELBOARD SCHEDULE NOTES

DESCRIPTION	NOTES	LOAD	CONDUIT SIZE	Φ/N SIZE	G SIZE	CB	CKT	A	B	C	CKT	CB	CONDUIT SIZE	Φ/N SIZE	G SIZE	LOAD	NOTES	DESCRIPTION
AIR CONDITIONING UNIT AC-3		5kW	3/4"	8	10	30A/2P	1	2				30A/2P						RECEPTACLES - ELEC. ROOM
RECEPTACLE - SHP-2201	12	1.8kW	3/4"	12	12	20A/1P	3	4				20A/1P						RECEPTACLES - ELEC. ROOM
RECEPTACLE - SHP-2202		1.8kW	3/4"	12	12	20A/1P	5	6				20A/1P						SPARE
RECEPTACLE - SHP-2203		1.8kW	3/4"	12	12	20A/1P	7	8				20A/1P						SPARE
RECEPTACLE - SHP-2204	12	1.8kW	3/4"	12	12	20A/1P	9	10				20A/1P						SPARE
RECEPT. SUMP PUMP SP-6		.33HP	3/4"	12	12	15A/1P	11	12				25A/2P	3/4"	12	12	2.5kW		WATER HEATER
PCS CABINET SD CKT NO.1	12	1kVA	3/4"	12	12	20A/1P	13	14				20A/1P						SPARE
PCS CABINET SD CKT NO.2	12	1kVA	3/4"	12	12	20A/1P	15	16				20A/1P						SPARE
SPARE			20A/1P				17	18				20A/1P						SPARE
RECEPT. SUMP PUMP SP-9		.33HP	3/4"	12	12	15A/1P	19	20				20A/1P	3/4"	12	12	0.8HP		FAN F-6 MSCP
RECEPTACLE CHEM. TANK AREA		1.8kVA	3/4"	12	12	20A/1P	21	22				20A/1P	3/4"	12	12	2HP		SAMPLER
CHEM. TANK NO. 1 FILL STATION CP		25kVA	3/4"	12	12	20A/1P	23	24				15A/1P						SPARE
CHEM. TANK NO. 2 FILL STATION CP		25kVA	3/4"	12	12	20A/1P	25	26				15A/1P						SPARE
CHEM. TANK NO. 3 FILL STATION CP		25kVA	3/4"	12	12	20A/1P	27	28				15A/1P						SPARE
RECEPT. - SUMP PUMP SP-13	3, 10	1.3HP	3/4"	12	12	15A/1P	29	30				15A/1P						SPARE
RECEPT. - SUMP PUMP SP-14	3, 10	1.3HP	3/4"	12	12	15A/1P	31	32				15A/1P						SPARE
HTC-NPW-1		2kW	3/4"	12	12	15A/1P	33	34				15A/1P						SPARE
RECEPTACLES PUMP ROOM		54kVA	3/4"	12	12	15A/1P	35	36				15A/1P						SPARE
HTC-NPW-2		2kW	3/4"	12	12	15A/1P	37	38				15A/1P						SPARE
RECEPTACLES PUMP ROOM		54kVA	3/4"	12	12	15A/1P	39	40				15A/1P						SPARE
HTC-NPW-1	10, 11	2kW	3/4"	10	12	20A/1P	41	42				15A/1P						SPARE

PANELBOARD LP5D

LOCATION: SODIUM HYPOCHLORITE FEED BUILDING - ELECTRICAL ROOM FED FROM: LTS5D
 MAIN BUS RATING: 100A, 208/120V, 3PH, 4W ESTIMATED CONNECTED LOAD: 14kVA
 MINIMUM SHORT-CIRCUIT INTERRUPTION RATING: 22KAIC INCOMING FEED: REFER TO ONE-LINE DIAGRAM
 MAIN BREAKER TRIP: 40A MAIN CB ENCLOSURE: NEMA 12
 TVSS/SURGE PROTECTION: N/A

NOTES: SEE PANELBOARD SCHEDULE NOTES

DESCRIPTION	NOTES	LOAD	CONDUIT SIZE	Φ/N SIZE	G SIZE	CB	CKT	A	B	C	CKT	CB	CONDUIT SIZE	Φ/N SIZE	G SIZE	LOAD	NOTES	DESCRIPTION
ACCU/AC-SHFB-01		1.8kW	3/4"	12	12	15A/2P	1	2				15A/1P	3/4"	12	12	1.14HP		EF-SHFB-01 MSCP
RECEPTACLE - SHP-2201		1.8kW	3/4"	12	12	20A/1P	3	4				20A/1P	3/4"	12	12	34kVA		RECEPTACLES - ELEC. ROOM
RECEPTACLE - SHP-2202		1.8kW	3/4"	12	12	20A/1P	5	6				20A/1P						SPARE
RECEPTACLE - SHP-2203		1.8kW	3/4"	12	12	20A/1P	7	8				20A/1P						SPARE
RECEPTACLE - SHP-2204		1.8kW	3/4"	12	12	20A/1P	9	10				20A/1P						SPARE
RECEPT. SUMP PUMP SP-6		.33HP	3/4"	12	12	15A/1P	11	12				25A/2P	3/4"	12	12	2.5kW		WATER HEATER
PCS CABINET SD CKT NO.1	12	1kVA	3/4"	12	12	20A/1P	13	14				20A/1P	3/4"	12	12	.36kVA	3, 10	NPW PS RECEPTACLES
PCS CABINET SD CKT NO.2	12	1kVA	3/4"	12	12	20A/1P	15	16				20A/1P						SPARE
SPARE			20A/1P				17	18				20A/1P	3/4"	12	12	0.8HP		FAN F-6 MSCP
RECEPT. SUMP PUMP SP-9		.33HP	3/4"	12	12	15A/1P	19	20				20A/1P	3/4"	12	12	2HP		SAMPLER
RECEPTACLE CHEM. TANK AREA		1.8kVA	3/4"	12	12	20A/1P	21	22				15A/1P						SPARE
CHEM. TANK NO. 1 FILL STATION CP		25kVA	3/4"	12	12	20A/1P	23	24				15A/1P						SPARE
CHEM. TANK NO. 2 FILL STATION CP		25kVA	3/4"	12	12	20A/1P	25	26				15A/1P						SPARE
CHEM. TANK NO. 3 FILL STATION CP		25kVA	3/4"	12	12	20A/1P	27	28				15A/1P						SPARE
RECEPT. - SUMP PUMP SP-13	3, 10	1.3HP	3/4"	12	12	15A/1P	29	30				15A/1P						SPARE
RECEPT. - SUMP PUMP SP-14	3, 10	1.3HP	3/4"	12	12	15A/1P	31	32				15A/1P						SPARE
RECEPTACLES PUMP ROOM		54kVA	3/4"	12	12	15A/1P	33	34				15A/1P						SPARE
HTC-NPW-1	10, 11	2kW	3/4"	10	12	20A/1P	41	42				15A/1P						SPARE

PANELBOARD PPLTS

LOCATION: LTS DIGESTER BUILDING - ELECTRICAL ROOM FED FROM: SB-EPS
 MAIN BUS RATING: 250A, 480/277V, 3P, 4W ESTIMATED CONNECTED LOAD: 60kVA
 MINIMUM SHORT-CIRCUIT INTERRUPTION RATING: 33KAIC INCOMING FEED: REFER TO ONE-LINE DIAGRAM
 MAIN BREAKER TRIP: 250AT ENCLOSURE: NEMA 12
 TVSS/SURGE PROTECTION: INTEGRAL TO PANELBOARD

NOTES: SEE PANELBOARD SCHEDULE NOTES

DESCRIPTION	NOTES	LOAD	CONDUIT SIZE	Φ/N SIZE	G SIZE	CB	CKT	A	B	C	CKT	CB	CONDUIT SIZE	Φ/N SIZE	G SIZE	LOAD	NOTES	DESCRIPTION
LTS RETURN PUMP LRP-312		10HP	3/4"	10	10	25A/3P	1	2				60A/3P	1 1/4"	6	8	30kVA		XFMR GT-LTS
UH-1		10KW	3/4"	12	12	20A/3P	3	4				20A/3P	3/4"	12	12	10KW		UH-2
SPACE							5	6										SPACE
SPACE							7	8										SPACE
SPACE							9	10										SPACE
SPACE							11	12										SPACE
SPACE							13	14										SPACE
SPACE							15	16										SPACE
SPACE							17	18										SPACE
SPACE							19	20										SPACE
SPACE							21	22										SPACE
SPACE							23	24										SPACE
SPACE							25	26										SPACE
SPACE							27	28										SPACE
SPACE							29	3										

South Coastal RWF & Rehoboth Beach WTF Upgrade

7/13/2023

Vendor/Contract	Description	Contract Value
Michael F. Ronca & Sons, Inc.	SCRWF/RBWWTP General Construction	45,397,361.58
BW Electric Inc.	SCRWF/RBWWTP Electrical Construction	22,956,546.73
BW Electric Inc. CO#3	DP&L Service Entrance Modification Conduit System	235,637.33
BW P.O.	Soil Screening @ Rehoboth Plant	4,504.50
City of Rehoboth	Direct Payment for repairs to piping in oxidation ditches	324,996.81
	State Street Pump Station Repair	2,732,938.82
GHD	Amd 11 - SCRWF Expansion to 10mgd - Planning & Concept	241,938.68
	Amd 12 - SCRWF Expansion Construction Docs	2,240,280.73
	Amd 13 - Value Engineering	95,080.15
	Amd 14 - Rehoboth WTP Capital Improvement Program Upgrade Phase 2/Joint Project with SCRWF Expansion	398,410.63
	Amd 16 - Ocean Outfall Discharge Modeling & Wetlands Delineation for SCRWF and Add'l Design Services for Rehoboth WTP Capital Improvement Program	181,089.72
	Amd 18 - RBWTP CIP Upgrade Phase 2 - Add'l Design	172,153.01
	Amd 19 - SCRWF Upgrade 3 Add'l Design	108,073.71
	Amd 20 - SCRWF Upgrade 3/RBWTP Upgrade Phase 2 Construction Engineering	6,589,558.49
Core & Main	Influent FM Consolidation Materials	339,944.59
Core & Main	Effluent FM Pipeline Materials	227,603.39
Delmarva Power	Improve service entrances for both projects. Payment not distributed.	175,000.00
G&L	FM Consolidation & Influent Consolidation Phase II	973,229.04
G&L Work- Effluent Relocation		316,635.20
G&L Work - RB Treatment Plant	Parking Lot Repavement	
Kershner Environmental Technologies	Belt Press	295,000.00
Melvin Joseph	Material Screening	80,000.00
DSWA	Loading, Hauling & Disposal of Debris	33,000.00
	Hauling of Rehoboth Oxidation Ditch Remnants	39,663.15
Totals		84,158,646.26

Rieley.
Yes. 7/13/23.

Casey Hall

From: notifications=d3forms.com@mg.d3forms.com on behalf of Sussex County DE <notifications@d3forms.com>
Sent: Thursday, July 13, 2023 3:18 PM
To: Casey Hall
Subject: Sussex County DE - Council Grant Form: Form has been submitted

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Council Grant Form

Legal Name of Agency/Organization Millsboro Little League ✓

Project Name Senior Boys Eastern Regional Tournament in Maine

Federal Tax ID 51-0260181 ✓

Non-Profit Yes

Does your organization or its parent organization have a religious affiliation? (If yes, fill out Section 3B.) No

Organization's Mission Millsboro Little League is located on West State Street in downtown Millsboro, Delaware. Our goal is to teach children from ages 4 to 16 to play the games of baseball and softball.

Baseball and softball embody the discipline of teamwork. They challenge players toward perfection of physical skills and bring into play the excitement of tactics and strategy. The very nature of baseball and softball also teach that while every player eventually strikes out or is on the losing team, there is always another chance for success in the next at-bat or game.

Millions of children on six continents and scores of countries can attest that baseball, softball and Little League are synonymous. Little League is a heritage to be carried forward proudly in the future by ever increasing waves of those devoted to teaching children how to play and enjoy these great games.

Address	P.O Box 674
City	Millsboro
State	DE
Zip Code	19966
Contact Person	Heather Radish
Contact Title	Player Agent
Contact Phone Number	302-841-8437
Contact Email Address	hradish17@gmail.com
Total Funding Request	5,000.00
Has your organization received other grant funds from Sussex County Government in the last year?	No
If YES, how much was received in the last 12 months?	N/A
Are you seeking other sources of funding	Yes

**other than Sussex
County Council?**

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

18

**Program Category
(choose all that
apply)**

Other

**Program Category
Other**

Youth Sports

**Primary Beneficiary
Category**

Youth

**Approximately the
total number of
Sussex County
Beneficiaries served,
or expected to be
served, annually by
this program**

450

Scope

Our senior boys (15-16 year olds) will be traveling to Bangor Maine to compete in a Regional Tournament from July 18-24. We have 16 kids on the team from both Millsboro Little League and Georgetown Little League. We are raising funds to cover travel expenses, hotel stays, and food allowances for the players and coaches. We are estimating a 28,000.00 trip and as a non-profit, we do not have the funds.

**Please enter the
current support your
organization receives
for this project (not
entire organization**

0.00

revenue if not applicable to request)

Description Hotel Rooms- 16 kidsx 7 nights

Amount 25,000.00

Description Food allowance daily

Amount 3,360.00

TOTAL EXPENDITURES 28,360.00

TOTAL DEFICIT FOR PROJECT OR ORGANIZATION -28,360.00

Name of Organization Millsboro Little League

Applicant/Authorized Official Heather Radish

Date 07/13/2023

Affidavit Acknowledgement Yes

VINCENT
YES 7/13/23

Casey Hall

From: notifications=d3forms.com@mg.d3forms.com on behalf of Sussex County DE
<notifications@d3forms.com>
Sent: Tuesday, July 11, 2023 1:28 PM
To: Casey Hall
Subject: Sussex County DE - Council Grant Form: Form has been submitted

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Council Grant Form

Legal Name of Agency/Organization Nanticoke River Arts Council ✓

Project Name General operation support

Federal Tax ID 74-3259770 ✓

Non-Profit Yes

Does your organization or its parent organization have a religious affiliation? (If yes, fill out Section 3B.) No

Organization's Mission Our organization is dedicated to promoting the appreciation, practice, and enjoyment of the Arts in western Sussex County, and advancing creative endeavors, education, and engaging our community in cultural experiences. We have been active in our community since 2007, and occupying our physical space on High Street in downtown Seaford since 2012. Gallery 107's presence, activities, classes, and community support serves to encourage residents and tourists to participate in the Arts and aids in the revitalization of the downtown area.

Address 324 High Street

City Seaford
State Delaware
Zip Code 19973
Contact Person Christina Darby
Contact Title President
Contact Phone Number 302-628-2787
Contact Email Address chrisdarby@att.net

Total Funding Request

\$1500

Has your organization received other grant funds from Sussex County Government in the last year?

No

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

N/A

Are you seeking other sources of funding other than Sussex County Council?

No

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

N/A

Program Category
(choose all that apply)

Cultural
Educational

Primary Beneficiary Category

Other

Beneficiary Category
Other

Residents, tourists

Approximately the total number of Sussex County Beneficiaries served, or expected to be served, annually by this program

600

Scope

Gallery 107 is the only organization of its kind in the immediate area providing artistic opportunities for children and adults. To continue to exist, basic expenses (rent, electric, insurance, etc.) must be paid. We are an all volunteer organization with no paid staff.

Please enter the current support your organization receives for this project (not entire organization revenue if not applicable to request)

0.00

Description

Rent

Amount

26,400.00

Description

Electric

Amount

1,741.00

Description	Internet
Amount	1,108.00
Description	Security
Amount	593.00
Description	Telephone
Amount	692.00
Description	Insurance
Amount	938.00
Description	Miscellaneous including office supplies
Amount	2,689.00
TOTAL EXPENDITURES	34,161.00
TOTAL DEFICIT FOR PROJECT OR ORGANIZATION	-34,161.00
Name of Organization	Nanticoke River Arts Council
Applicant/Authorized Official	Christina Darby
Date	07/11/2023
Affidavit Acknowledgement	Yes

HUDSON.
YES. 7/17.

Casey Hall

From: notifications=d3forms.com@mg.d3forms.com on behalf of Sussex County DE <notifications@d3forms.com>
Sent: Thursday, July 13, 2023 5:01 PM
To: Casey Hall
Subject: Sussex County DE - Council Grant Form: Form has been submitted

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Council Grant Form

Legal Name of Agency/Organization Lower Sussex Little League, Inc. ✓

Project Name Lower Sussex Juniors Softball Little League

Federal Tax ID 51-0256243 ✓

Non-Profit Yes

Does your organization or its parent organization have a religious affiliation? (If yes, fill out Section 3B.) No

Organization's Mission Our mission is to help support this group of Lower Sussex County, Little League Softball players that just won the state title for our state, and their families getting to the Eastern Regional tournament in Orange, Connecticut next week. And hopes to continue on to represent our great state and county in the World Series the following week in Kirkwood, Washington. These talented young ladies need some financial help in making thia dream into a reality. Any support would be ao greatly appreciated. Thank you so much for taking the time to read and hopefully supporting our local Sussex county girls. We couldn't be more proud of

them and so excited to see what they do in this next step...and hopefully the next.

Address	34476 Pyle Center Road
City	Frankford
State	DE
Zip Code	19945
Contact Person	Mary Kreger
Contact Title	Team Mom of the All-Stars Juniors Softball team
Contact Phone Number	302-462-5962
Contact Email Address	mpkreger33@gmail.com
Total Funding Request	\$3000
Has your organization received other grant funds from Sussex County Government in the last year?	No
If YES, how much was received in the last 12 months?	N/A
Are you seeking other sources of funding other than Sussex County Council?	Yes

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

30

Program Category (choose all that apply)

Other

Program Category Other

Lower Sussex Little League

Primary Beneficiary Category

Youth

Approximately the total number of Sussex County Beneficiaries served, or expected to be served, annually by this program

12

Scope

Funds are being requested to help players and their families for accommodations in staying in Connecticut for 6 possible 8 nights for the tournament play. Rooms will cost each family around \$200 a night, so that's a minimum of 1200 for just 6 nights. Not even factoring in travel and food cost.

Please enter the current support your organization receives for this project (not entire organization revenue if not applicable to request)

1,000.00

Description

Accommodations

Amount	14,000.00
Description	This for 6 nights for 12 families. Might have to add on 2 nights then goes to 1600
TOTAL EXPENDITURES	14,000.00
TOTAL DEFICIT FOR PROJECT OR ORGANIZATION	-13,000.00
Name of Organization	Lower Sussex Little League
Applicant/Authorized Official	Mary Kreger/Lee Freeman
Date	07/13/2023
Affidavit Acknowledgement	Yes

SCHAEFFER.
YES. 7/17

Casey Hall

From: notifications=d3forms.com@mg.d3forms.com on behalf of Sussex County DE <notifications@d3forms.com>
Sent: Tuesday, July 11, 2023 11:39 AM
To: Casey Hall
Subject: Sussex County DE - Council Grant Form: Form has been submitted

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Council Grant Form

Legal Name of Agency/Organization	Children's Beach House, Inc.
Project Name	Youth Development Program
Federal Tax ID	51-0070966
Non-Profit	Yes
Does your organization or its parent organization have a religious affiliation? (If yes, fill out Section 3B.)	No
Organization's Mission	<p>The mission of Children's Beach House is to improve the lives of children, youth, families, and communities by helping them to identify, understand, and utilize their own strengths, talents, and resources.</p> <p>Our Margaret H. Rollins Child Development Center provides children with speech and language delays a language-rich environment alongside their typically developing peers, where they all learn skills necessary for success in kindergarten and elementary school.</p> <p>Our Youth Development Program helps children, youth, families, and communities build safe, supportive environments and long-term relationships that provide the</p>

opportunities, resources and confidence to develop their natural skills and talents.
Our social enterprise Greater Good Events provides opportunities for CBH to engage with families and communities who are celebrating important events while providing much-needed financial support for our programs for children.

Address	1800 Bay Ave
City	Lewes
State	DE
Zip Code	19958
Contact Person	Barry Goodinson
Contact Title	Director of Strategic Planning & External Relations
Contact Phone Number	7036064948
Contact Email Address	bgoodinson@cbhinc.org
Total Funding Request	5,000
Has your organization received other grant funds from Sussex County Government in the last year?	No
If YES, how much was received in the last 12 months?	N/A

Are you seeking other sources of funding other than Sussex County Council? Yes

If YES, approximately what percentage of the project's funding does the Council grant represent? .7

Program Category (choose all that apply) Health and Human Services

Primary Beneficiary Category Youth

Approximately the total number of Sussex County Beneficiaries served, or expected to be served, annually by this program 182

Scope Population Served

Since 2006, CBH's Youth Development Program (YDP) has served children, ages 7-18, with cognitive, academic, social, and interpersonal challenges that are caused by speech or language delays and auditory processing issues. These speech and language conditions, which are often referred to as "Primary or Specific Language Impairments" (SLI), can be caused by, or are part of a constellation of conditions related to, a number of disorders and birth defects. According to the ERIC Clearinghouse on Disabilities and Gifted Education, the most common conditions that affect children's communication include: attention deficit disorder, attention deficit hyperactive disorder, cerebral palsy, mental disabilities, cleft lip or palate, and autism

spectrum disorders.

In addition to these known causes, according to the National Institute on Deafness and Other Communication Disorders (NIDCD), a majority of communication challenges have no known biological cause. It is generally felt that environmental conditions, such as poverty, limited parental education and parental history of speech, language, and/or learning problems account for most SLIs with no known underlying biological cause. As a result, higher concentrations of speech and language impairments can be found among poorer populations. (Bishop 2001; Stromswold 1998).

Because of the higher rate of SLIs among poorer children, CBH gives preference to children living in poverty. As such, more than half of the children enrolled in the Youth Development Program are considered poor (i.e., receive free or reduced school lunches).

In addition to academic challenges, speech and language disorders can have a devastating effect on children socially and emotionally. According to the National Council on Disability, students with visible and non-visible disabilities are subject to more bullying than non-disabled peers (Carter and Spencer, 2006), and students with disabilities are disproportionately likely to face peer rejection (Martlew & Hodson, 1991; Whitney, et al, 1994; and Hodges and Perry, 1996).

Many students with communication disabilities have significant social skills challenges, either as a core trait of their disability or as a result of social isolation due to segregated environments and/or peer rejection. A 2002 study of U.S. mothers found that 94% of children with a diagnosis of Asperger's Syndrome faced peer victimization (Little, 2002), with a broad range of different types of victimization, including emotional bullying (75%), gang attacks (10%) and nonsexual assaults to the genitals (15%). A 2003 study found that 34% of students who report taking medication for Attention Deficit Hyperactivity Disorder face bullying victimization at least 2-3 times

a month, a substantial increase over the rate of bullying victimization from other students surveyed (Unnever and Cornell, 2003). A Canadian study (Langevin, Bortnick, Hammer and Wiebe, 1998) examined the relationship between stuttering and being selected as a target for bullying and found that at least 59% of students studied were bullied about their stuttering, with the bullying taking place at least weekly.

Program Description

Youth Development Program

While effectively evoking the idyllic setting in which a portion of its services are offered, the name "Children's Beach House" only hints at the full extent of the services offered to the children in the agency's care. The agency's primary direct service program - the Youth Development Program - is a three-pronged integrated program, designed to support the cognitive, academic, social, and interpersonal development of children with speech or language delays and auditory processing issues. The program consist of:

1. Year-Round Case Management
2. Summer Camp Programs
3. School-Year Weekend Enrichment Programs
4. Career Exploration and Work Readiness

Year-Round Case Management

Central to the CBH service model is the belief that families are the most fundamental factor influencing young people. CBH's Youth Development Program, therefore, directs a great deal of time and energy toward supporting the family unit. The central source of this support is CBH case management, through which CBH services and other school- and community-based educational, therapeutic, ancillary and social services are accessed and coordinated. Each child admitted to CBH for services is assigned a family engagement coordinator (case manager) who is responsible for identifying unmet needs, accessing and coordinating services, advocating on their behalf, and accompanying the child and/or family at important meetings with other care providers and educators.

Referrals to the program are initiated by parents (or legal guardians), teachers or social service and medical professionals working with the children. Children are accepted to the program:

- With diagnoses with speech/language or mild orthopedic problem or hearing issue;
- If the child is between the ages of 7 and 18**;
- If CBH programs meet the goals articulated in the child's Individual Education Plan (IEP); and
- If CBH programs can be expected to effectively address the child's presenting needs and challenges.

CBH extends preference to applicants living in poverty (as defined by Delaware Department of Education for free school lunch program) and whose home and school environments pose environmental or contextual risks, such as fractured family structure, divorce, incarceration, children living with grandparents, illness, addictions, etc. There is no cost to the children's families to participate in the program.

Parents (or legal guardians) and teachers or other professionals together initiate the application process, providing CBH with demographic and family information, as well as medical and school reports. CBH family engagement coordinators then conduct home and school visits, as well as interviews with the families, teachers and other professionals. The family engagement coordinators write reports, based on information gathered through this process, and forward the reports to an admissions committee. The four-person committee is comprised of CBH trustees Jean Hitchens, Linda Fischer, Lisa Ratliff, and Elyse Moore. Guided by the staff reports and their own professional expertise, the committee makes the final determinations of acceptance to the program. This process also frees YDP staff from any pressures placed on them by referring teachers and other professionals with whom they may work on an on-going basis.

After acceptance to the program, families are assigned to one of CBH's three family engagement coordinators -- generally according to their county of residence, with one

family engagement coordinator assigned to New Castle County, another to Kent, and the third to Sussex. However, a certain degree of flexibility is allowed, according to family engagement coordinators' current caseload capacity or the specific needs of the families and children and the particular expertise held by a specific family engagement coordinator. A bilingual (Spanish/English) family engagement coordinator works with the Hispanic community in Sussex County. Each of CBH's family engagement coordinators maintains a caseload of 30-35 families.

The objective is to create a nexus around which CBH develops a resource-rich constellation of services and relationships that meet each child's social, developmental, emotional, academic and other needs. Toward that end, Family engagement coordinators reach out to each family minimally two times each month. At least one of these meetings is held in-person. This two-meeting-per-month requirement is established to create a starting point and a framework upon which to build more substantive and frequent support and interactions.

A central focus of these interactions is the development and/or implementation of each child's Individual Education Plan (IEP). All public school students with special needs must have an IEP to address that student's particular needs, challenges and current circumstances. CBH Family engagement coordinators attend IEP meetings with the students and their parents (or, in some cases, in the place of the parents) and follow up with families, schools and learning specialists to ensure that the IEP is being followed and is sufficiently meeting the child's needs.

Family engagement coordinators also partner with parents to assess each child's non-academic needs, as well, identifying the child's and family's strengths and challenges and working with the family as needs arise. The responses to these emerging needs are as varied as the families CBH serves. As such, CBH family engagement coordinators have a wide understanding of the total needs of the families they serve and excellent mastery of, and relationships with, the

community services available to meet them.

This flexibility and the willingness to work within the spaces between other service providers is perhaps the greatest strength of CBH case management and is the key to the successes realized by its Program Participants. For example, depending upon the family circumstances and changing needs, Family engagement coordinators may be called upon to:

- Secure emergency financial support to restore utility service, or prevent its termination;
- Arrange or provide transportation to necessary services;
- Access food bank services, as necessary;
- Find clothing for Program Participants;
- Work with local service organizations to secure Christmas gifts for Program Participants and families;
- Secure funds to purchase school supplies;
- Find and coordinate tutoring services;
- Help parents complete GEDs and meet vocational goals;
- Find emergency housing when homeless;
- Respond to crises that emerge with the family;
- Work to prevent and respond to teen drinking and substance abuse;
- Respond to disciplinary problems.

In order to provide a comprehensive and individually tailored constellation of supports and services to its families, CBH Family engagement coordinators work with a wide array of agencies, professionals and institutions, including:

- Public schools
- Private schools
- Delaware Food Bank
- Child Guidance services
- YMCA
- Boys and Girls Clubs
- Catholic Social Services
- Speech Therapists
- Occupational Therapists
- Behavioral Therapists

Because CBH understands that strong familial and social

relationships are integral to healthy and happy social and emotional functioning, family engagement coordinators also plan and host programs and events that are designed to bring the families under case management together. These activities give the children an opportunity to establish and strengthen the relationships they enjoy during weekend retreats and summer camp sessions (see below). They also offer parents opportunities to establish their own networks of support. These gatherings are held at least quarterly and include weekly sports nights, weekly "girls night," family picnics, holiday events, bowling and other sports, and attending sports events. Program Participants are often called upon to plan these events as a way to further engage them in a shared activity and as a means of ensuring that these programs meet their needs and interests.

Throughout the year, Family engagement coordinators work with children and families to set and achieve specific goals. These may include specific academic milestones, as well as social and interpersonal goals. As the school year winds down, the focus turns to summertime goals, which will be pursued during each child's time at CBH's summer camp. These goals may include assuming a leadership role at camp, learning new swimming or boating skills, mastering a particular art form, learning more about a particular facet of marine life, participating in a camp theater event, acquiring specific academic skills, conquering the next level of the camp's ropes course, improving personal hygiene, journaling about personal interactions, improving listening skills, appropriate anger expressions. CBH Family engagement coordinators work with camp staff to make sure these goals are incorporated into the child's summer schedule and appropriate supports are put in place to help each child achieve them.

Summer Camp

While CBH case management provides the mechanism through which a coordinated and ongoing network of supportive relationships and services are offered, Summer Camp at CBH's Delaware Bay campus is where the process leaps ahead and the relationships take off. Camp sessions

are held throughout the summer, Monday through Saturday, from June to August. Camp sessions are organized by age, with separate sessions for "Mates" (elementary school-age children), "Navigators" (middle schoolers), and "Captains" (high school-age students). Depending upon space availability and individual need, Mates and Navigators may attend up to three week-long sessions and Captain may attend up to two. If dire family circumstances require longer engagement, these caps may be waived.

Located on three acres of shoreline, the Lewes camp's central feature is the Beach House, a 25,000 square foot, two-story building. Built in 2005 to replace the camp's original 1938 structure, the building can accommodate up to 30 campers and 18 staff. The Beach House's use of residential architectural elements helps the structure blend into the local landscape and offer campers a summertime home that feels comfortable and familiar. The facility also includes a freshwater swimming pool, playground, climbing walls, low ropes course, volleyball court, carpentry shop, sewing room, arts and crafts room (with a kiln for ceramic arts). The facility and its programs provide a unique experience for children with special needs to explore and learn from the setting's natural environment and from one another. Family engagement coordinators work with the camp's programming team, assigning participants to camp sessions, peer groups, activities, and programs, so that the most effective activities are chosen to enhance each participants' strengths and address their most pressing needs.

Activities include:

- Swimming Lessons and Free Swim Sessions
- Sailing, Kayaking and Catamaran Lessons
- Teambuilding Activities
- Arts and Crafts
- Ceramics
- Ropes Course
- Marine Science
- Fishing
- Music

- Drama
- Sports/Games
- Special Programs with Visiting Teachers and Facilitators

At first glance, these activities appear to be similar to camp activities beloved by children at camps everywhere. At CBH, however, all of these activities are specifically geared toward helping campers secure the Developmental Assets that are essential for social, moral, emotional, physical, and cognitive growth. Camp programs, therefore, are organized as a coordinated, progressive series of activities and experiences, which help children develop and grow. The individual schedules and activities of each camper are developed to meet the specific goals set by the children, teachers, allied professionals, and family engagement coordinators. From the children's perspectives, however, camp is simply great fun.

School-Year Weekend Enrichment Programs

In order to maintain and nurture the supportive relationships developed during summer camp during the school year, the Youth Development Program hosts a series of weekend enrichment programs at the CBH facility in Lewes, DE. Held from October to May, these weekend gatherings (25 per year) offer Program Participants opportunities to remain connected to their fellow campers, staff and volunteers throughout the school year. While these weekends are not mandatory, Program Participants are eager to attend, with an average of 24 children participating each weekend. Participation rates among the younger children tend to be higher than for the older Program Participants. This drop off is generally seen as a positive sign, as Program Participants gain greater confidence during their time in the program and are able to develop a more extensive network of social supports and activities away from CBH.

YDP weekend activities mix community service volunteerism with social activities. This allows children to understand and develop their obligation and ability to be contributing members of society, and to not simply see themselves as recipients of other people's largesse. This

aspect of the YDP has been a huge success and has been enthusiastically embraced by the children. Program Participants identify and plan their community service projects, which help to enhance their sense of ownership and their decision-making and planning skills. Past projects have included multiple Habitat for Humanity projects, building a volleyball court at Henlopen State Park, and an Alex's Lemonade Stand to raise funds for childhood cancer.

Career Exploration and Work Readiness

Throughout elementary and middle school, the activities in the Youth Development Program are focused on the children's social, moral, emotional, physical, and cognitive growth. In high school, the focus shifts a bit with the introduction of career exploration and work readiness activities that provide age-appropriate supports to help young people on their paths toward happy, productive, and lucrative careers. The career exploration and work readiness component of YDP at CBH seeks to:

1. equip program participants with the knowledge and skills to navigate career preparation and/or higher education;
2. train students to think about long-term career strategies and economic mobility;
3. provide opportunities for career exploration through exposure to opportunities that exist beyond their current awareness, socio-economic boundaries, or other obstacles;
4. provide financial literacy and financial planning skills, including long-term investing; and
5. identify and facilitate mentorships and internship opportunities with community and professional partners.

The career exploration and work readiness component of the Youth Development Program is based on and uses materials designed for the Empower Your Future Career Readiness Curriculum produced and published by The Commonwealth Corporation. The work readiness program begins the summer before 10th grade while the children are at CBH's Lewes Beach camp and continues year-round during the duration of their time enrolled in the Youth Development Program. At the start of their career exploration, family engagement coordinators lead the children through a self-directed search designed to help

them identify their individual interests, skills, and affinities. This tool asks users a series of questions about activities they enjoy, competencies they have, and occupations that appeal to them. The aggregated answers deliver a two-letter summary code that aligns with a list of occupations contained in the program's Career Finder workbook. The workbook, in-turn, gives users occupation-specific codes that allow in-depth exploration of each field on the Empower Your Future website, including insights into future demand for practitioners, the education/training needed, and how lucrative each field might be.

Concurrent with this exploration, the teens also participate in activities and workshops to hone workforce readiness skills, such as:

- communicating in a professional manner;
- interviewing effectively;
- collaborating with work teams;
- drafting professional emails;
- business telephone etiquette;
- proper workplace attire and grooming;
- code switching; and
- professional handshakes and maintaining eye contact.

The order and content of these skill acquisition activities are individualized and self-paced, based on each child's current skills, their long-term goals, and the individual progress reports maintained by the camp counselors and family engagement coordinators.

As the teens progress through their career exploration process and gain greater clarity about what careers might interest them and develop insights into additional skills they might need to develop, the family engagement coordinators will create individualized plans to support and advance their efforts. These plans might include:

- connecting parents and family members to resources or individuals who might help them better understand and support the teen's goals and interests;
- arranging field trips and site visits to relevant businesses, organizations, schools, and training programs;

- liaising between program participants and internship and training opportunities;
- facilitating educational sessions on financial literacy and investing, specific industries, or other topics as appropriate; and
- finding and connecting teens with mentors.

Please enter the current support your organization receives for this project (not entire organization revenue if not applicable to request) 625,000.00

Description Salaries

Amount 414,522.00

Description Benefits

Amount 77,838.00

Description Professional Fees & Services

Amount 54,847.00

Description Program Food/Supplies, Telephone, Postage

Amount 52,572.00

Description Occupancy/Maintenance

Amount 53,828.00

Description Program Transportation/Meetings

Amount 37,132.00

Description Equipment rental

Amount 5,208.00

Description Misc

Amount 2,095.00

TOTAL EXPENDITURES 698,042.00

**TOTAL DEFICIT FOR
PROJECT OR
ORGANIZATION** -73,042.00

Name of Organization Children's Beach House, Inc.

**Applicant/Authorized
Official** Barry Goodinson

Date 07/11/2023

Affidavit Yes

Acknowledgement

SCHAEFFER
yes. 7/17

Casey Hall

From: notifications=d3forms.com@mg.d3forms.com on behalf of Sussex County DE <notifications@d3forms.com>
Sent: Monday, July 10, 2023 4:49 PM
To: Casey Hall
Subject: Sussex County DE - Council Grant Form: Form has been submitted

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Council Grant Form

RON. G. Williams Foundation, Inc.

Legal Name of Agency/Organization Delaware Law Enforcement Thank You Ride/ (Ronnie Williams Foundation)

Project Name Delaware Law Enforcement Thank You Ride

Federal Tax ID 72-1547515 ✓

Non-Profit Yes

Does your organization or its parent organization have a religious affiliation? (If yes, fill out Section 3B.) No

Organization's Mission DE Law Enforcement Thank You Ride: The ride is a state wide bicycle tour dedicated to honoring active, retired, fallen and deceased first responders, their families and community in the State of Delaware.

Address 11 Iowa Avenue

City Lewes

State Delaware

Zip Code	19958-1912
Contact Person	JuneRose Futchter
Contact Title	LE fallen Survivor/DE LE Ride bicyclist member
Contact Phone Number	302-645-8829
Contact Email Address	jrfdelaware@gmail.com
Total Funding Request	2,000
Has your organization received other grant funds from Sussex County Government in the last year?	No
If YES, how much was received in the last 12 months?	N/A
Are you seeking other sources of funding other than Sussex County Council?	Yes
If YES, approximately what percentage of the project's funding does the Council grant represent?	2
Program Category (choose all that apply)	Cultural Other

Program Category Other	Public safety/community law enforcement
Primary Beneficiary Category	Other
Beneficiary Category Other	Law enforcement/public safety, first responder welfare and safety
Approximately the total number of Sussex County Beneficiaries served, or expected to be served, annually by this program	15000

Scope

The 3rd Annual DE Law Enforcement Ride is a two day bicycle tour that spans 150 miles across all three Delaware counties. The tour makes multiple stops (or honor stops) at Police & Fire departments. On Day 1 the delegation stays over in Dover after approximately riding 80 miles! Hotel lodging, food, beverage, provisions, fuel and supplies are all entirely funded by community donors. To make the tour accessible to all riders, supporters and show appreciation to emergency services, a bicycling jersey is the only requirement.

The original inaugural ride in 2021 was created to provide a bicycle tour for members of the annual Police Unity Tour & Law Enforcement United multi-state memorial tours shut down due to the Covid global emergency.

The Delaware tour mission is to raise awareness of officer (all first responders) welfare and safety while supporting public safety and community goodwill. Members of law enforcement, emergency services, family of fallen and community supporters all participate to support this Delaware bicycling tradition. Emotional and community support is a tour philosophy. Young Matthew Heacock rode on that support in 2022 to remember his fallen father, Corporal Heacock of Delmar PD. While family members of

fallen also ride and provide support in many ways.

I will be riding to remember my fallen grand-father of the Lewes PD in the Delaware Law Enforcement "Thank You" Ride and raising funds and provisions as I did in 2021. All Sussex County support is a tremendous gift and I am honor to represent my home county. Sincerely, JuneRose Futcher, on behalf of the Delaware Law Enforcement Thank You Ride 2023.

The ride dates are Thursday, September 14 & Friday September 15 with stops planned in Sussex Co.-Ellendale FD, Georgetown Circle, Lewes & Rehoboth PD.

Please enter the current support your organization receives for this project (not entire organization revenue if not applicable to request)	0.00
Amount	0.00
TOTAL EXPENDITURES	0.00
TOTAL DEFICIT FOR PROJECT OR ORGANIZATION	0.00
Name of Organization	Delaware Law Enforcement Thank You Ride
Applicant/Authorized Official	JuneRose Futcher
Date	07/10/2023
Affidavit Acknowledgement	Yes

Casey Hall

From: junerose JR Futcher <jrfdelaware@gmail.com>
Sent: Thursday, July 13, 2023 10:54 AM
To: Casey Hall
Subject: Re: Ron G Williams Foundation Inc.

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All expenses towards fuel, support, bicycle supplies, lodging, provisions and meals for a bicyclist and support personnel on the bench mark of 50 participants.
Retired, active police, fire and emergency services, and family members/LE supporters are participants.

I typed those general expenditures in the essay box as well.

Maybe another day, I can ask you about the deficit column. I will be writing grant for a like minded tour called "**Law Enforcement United.**" for 2024 program later in the early fall.

On Thu, Jul 13, 2023 at 9:43 AM Casey Hall <casey.hall@sussexcountyde.gov> wrote:

It must have erased. What is the money going towards. For example, registration fees, riding costs, etc.?

From: junerose JR Futcher <jrfdelaware@gmail.com>
Sent: Thursday, July 13, 2023 10:37 AM
To: Casey Hall <casey.hall@sussexcountyde.gov>
Subject: Re: Ron G Williams Foundation Inc.

CAUTION: This email originated from outside of the organization. Do not click links, open attachments, or reply unless you recognize the sender and know the content is safe. Contact the IT Helpdesk if you need assistance.

It does not? I typed in approximately 13,000 as anticipated expenditure, but did that figure erase?

I have trouble understanding the language of expenditure/deficit. I am always thorough, so don't overlook items intentionally.

Does that help?
Thank you, JR

On Thu, Jul 13, 2023 at 9:32 AM Casey Hall <casey.hall@sussexcountydela.gov> wrote:

Good morning.

Sussex County is in receipt of your grant requestor for the Delaware Law Enforcement Thank You Ride. The application does not list the expenditure. Can you tell us what the funds requested will be used for?

Thank you,

Casey Hall

Casey Hall, Clerk III

Administration | Sussex County Government

P.O. Box 589 | 2 The Circle | Georgetown, DE 19947

Tel: 302.855.7743 x7937 Fax: 302.855.7749

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JuneRose Futchner

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JuneRose Futchner

To Be Reintroduced: 8/1/23

Council District 5: Mr. Rieley
Tax I.D. No.: 234-6.00-6.02, 6.03 & 6.04
911 Address: 30857 & 30862 Saddle Ridge Way, Lewes

ORDINANCE NO. ____

AN ORDINANCE TO GRANT A CONDITIONAL USE OF LAND IN AN AR-1 AGRICULTURAL RESIDENTIAL DISTRICT FOR A SOLAR FARM TO BE LOCATED ON A CERTAIN PARCEL OF LAND LYING AND BEING IN INDIAN RIVER HUNDRED, SUSSEX COUNTY, CONTAINING 15.97 ACRES, MORE OR LESS

WHEREAS, on the 28th day of June 2022, a conditional use application, denominated Conditional Use No. 2379 was filed on behalf of Lewes Saddle Ridge Solar 1, LLC; and

WHEREAS, on the ____ day of _____ 2023, a public hearing was held, after notice, before the Planning and Zoning Commission of Sussex County and said Planning and Zoning Commission recommended that Conditional Use No. 2379 be _____; and

WHEREAS, on the ____ day of _____ 2023, a public hearing was held, after notice, before the County Council of Sussex County and the County Council of Sussex County determined, based on the findings of facts, that said conditional use is in accordance with the Comprehensive Development Plan and promotes the health, safety, morals, convenience, order, prosperity and welfare of the present and future inhabitants of Sussex County, and that the conditional use is for the general convenience and welfare of the inhabitants of Sussex County.

NOW, THEREFORE, THE COUNTY OF SUSSEX HEREBY ORDAINS:

Section 1. That Chapter 115, Article IV, Subsection 115-22, Code of Sussex County, be amended by adding the designation of Conditional Use No. 2379 as it applies to the property hereinafter described.

Section 2. The subject property is described as follows:

ALL that certain tract, piece or parcel of land, lying and being situate in Indian River Hundred, Sussex County, Delaware, and lying on the north and south side of Saddle Ridge Way and on the west side of Beaver Dam Road (S.C.R. 23) approximately 0.57 mile northeast of Hopkins Road (S.C.R. 286) and being more particularly described in the attached legal description prepared by Hudson, Jones, Jaywork & Fisher, said parcels containing 15.97 acres, more or less.

This Ordinance shall take effect immediately upon its adoption by majority vote of all members of the County Council of Sussex County, Delaware.

To Be Introduced: 8/1/23

Council District 2: Mrs. Green
Tax I.D. No.: 131-6.00-1.00 & 18.00 (portion of)
911 Address: N/A

ORDINANCE NO. ____

AN ORDINANCE TO GRANT A CONDITIONAL USE OF LAND IN AN AR-1 AGRICULTURAL RESIDENTIAL DISTRICT FOR GREENHOUSES AND EMPLOYEE HOUSING BUILDINGS TO BE LOCATED ON A PORTION OF CERTAIN PARCELS OF LAND LYING AND BEING IN NORTHWEST FORK HUNDRED, SUSSEX COUNTY, CONTAINING 166.19 ACRES, MORE OR LESS

WHEREAS, on the 21st day of April 2023, a Conditional Use Application, denominated Conditional Use No. 2446 was filed on behalf of Tijmen van den Bosch; and

WHEREAS, on the ____ day of _____ 2023, a public hearing was held, after notice, before the Planning and Zoning Commission of Sussex County and said Planning and Zoning Commission recommended that Conditional Use No. 2446 be _____; and

WHEREAS, on the ____ day of _____ 2023, a public hearing was held, after notice, before the County Council of Sussex County and the County Council of Sussex County determined, based on the findings of facts, that said conditional use is in accordance with the Comprehensive Development Plan and promotes the health, safety, morals, convenience, order, prosperity and welfare of the present and future inhabitants of Sussex County, and that the conditional use is for the general convenience and welfare of the inhabitants of Sussex County.

NOW, THEREFORE, THE COUNTY OF SUSSEX HEREBY ORDAINS:

Section 1. That Chapter 115, Article IV, Subsection 115-22, Code of Sussex County, be amended by adding the designation of Conditional Use No. 2446 as it applies to the property hereinafter described.

Section 2. The subject property is described as follows:

ALL that certain tract, piece or parcel of land, lying and being situate in Northwest Fork Hundred, Sussex County, Delaware, and lying on the south side of West Newton Road (S.C.R. 582) and the west side of Adams Road (S.C.R. 583) at the intersection of West Newton Road (S.C.R. 582) and Adams Road (S.C.R. 583) and being more particularly described in the attached legal description prepared by Wilson, Halbrook & Bayard, P.A., said portion of the parcels containing 102.487 acres, more or less.

This Ordinance shall take effect immediately upon its adoption by majority vote of all members of the County Council of Sussex County, Delaware.



Memorandum

To: Sussex County Council
The Honorable Michael H. Vincent
The Honorable Cynthia C. Green
The Honorable Douglas B. Hudson
The Honorable John L. Rieley
The Honorable Mark G. Schaeffer

From: Jamie Whitehouse, AICP, Director of Planning & Zoning

CC: Everett Moore, County Attorney

Date: July 28, 2023

RE: County Council Report for C/U 2396 filed on behalf of Noel Bowman

The Planning and Zoning Department received an application (C/U 2396 filed on behalf of Noel Bowman) for a personal training & martial arts school on parcel 533-6.00-115.08. The property is located at 34615 Wilgus Cemetery Road. The parcel size is 1.23 acres +/-

The Planning & Zoning Commission held a Public Hearing on the application on June 22, 2023. At the meeting of June 22, 2023, the Planning & Zoning Commission recommended approval of the application for the 8 reasons and 5 recommended conditions as outlined within the motion (copied below).

Below are the minutes from the Planning & Zoning Commission meeting of June 22, 2023.

Minutes of the June 22, 2023, Planning & Zoning Commission Meeting

C/U 2396 Noel Bowman

AN ORDINANCE TO GRANT A CONDITIONAL USE OF LAND IN AN AR-1 AGRICULTURAL RESIDENTIAL DISTRICT FOR A PERSONAL TRAINING & MARTIAL ARTS SCHOOL TO BE LOCATED ON A CERTAIN PARCEL OF LAND LYING AND BEING IN BALTIMORE HUNDRED, SUSSEX COUNTY, CONTAINING 1.23 ACRES, MORE OR LESS. The property is lying on the northeast side of Wilgus Cemetery Road (S.C.R. 381A), approximately 0.42 mile west of Bayard Road (S.C.R. 384). 911 Address: 34615 Wilgus Cemetery Road, Frankford. Tax Map Parcel: 533-6.00-115.08.

Mr. Whitehouse advised the Commission that submitted into the record were the Staff Analysis, a letter received from the Sussex County Engineering Department Utility Planning Division, the property survey, the DelDOT Service Level Evaluation Response, and the property deed. Mr.



Whitehouse stated that zero comments and one mail return had been received for the Application.

The Commission found that Mr. Noel Bowman spoke on behalf of his Application. Mr. Bowman stated the martial arts school was previously renting a location in Ocean View; that his school has trained, and currently trains law enforcement, including local and State law enforcement; that last year he trained the seasonal police for Bethany and Dewey; that he sold his house in Millville and purchased the subject property in hopes to live and work at the same site; that this would allow him to no longer pay rent; that the area is very wooded; that the road is traveled, however, it is not traveled heavily; that they have a neighbor located directly across the street; that there is over an acre of woods located to one side, and a neighbor located on the other side of them; that there is not much located in the nearby area; that there is a business located at the intersection of Wilgus Cemetery Rd. and Honeysuckle Rd. and an electrician business located across the street, and he believed the business located on the corner, is a personal training business, which is run out of two large pole buildings.

Mr. Mears questioned if any firearms would be discharged on the property, the proposed hours of operation; the number of people anticipated for large classes, the number of provided parking spots, and if a lighted sign was desired.

Ms. Wingate questioned the days of the week for the business operations.

Mr. Hopkins stated he thought accommodating healthy, physical exercise and self-defense was great; that he appreciated the provided service for the community, and he would suggest the Commission not limit the Applicant to only six days a week, in the case, the Applicant would like to host an event on a Saturday.

Chairman Wheatley questioned if any of the activities produces excessive noise and if there is any type of outside storage.

Mr. Bowman stated no firearms would be discharged; that he offers classroom training; that in the mornings he offers one-on-one personal training; that his hours of operation could be anywhere between 7:00 am and 9:00 am; that he and his wife provide the one-on-one training; that a maximum of four people would be in the room at one time, being two trainers and two clients; that personal training typically ends by lunchtime; that his martial arts classes being at 5:30 pm; that he is considering beginning his martial arts classes as early as 3:30 pm; that the last class would end at 8:30 pm; that the largest class he has had consisted of 12 people; that he has provided 11 to 12 parking spots; that he would like a lighted sign; that they would provide classes Sunday through Friday; that Sunday classes would only be in the morning; that on Fridays, classes are over no later than 5:00 pm; that once a month he hosts a free women's self-defense class; that currently existing on the site there are three sheds and a big metal building; that they have a large tractor tire, which they storage outside, behind the pole building located next to the creek, and his neighbors create more noise than his business does.

The Commission found there was no one present in the room or by teleconference who wished to speak in support of or in opposition to the Application.

Upon there being no further questions, Chairman Wheatley closed the public hearing.

At the conclusion of the public hearing, the Commission discussed the Application.

Mr. Robertson read Mr. Mears' prepared motion, per Mr. Mears' request.

Mr. Mears moved that the Commission recommend approval of C/U 2396 Noel Bowman for a personal training and martial arts school based upon the record made during the public hearing, and for the following reasons:

1. The use is for a personal training and martial arts school located on the property where the applicant resides.
2. The use is small in nature and is very nearly a home occupation which would be a permitted use on this property.
3. The Applicant has stated that he provides personal training and self-defense training to the public. In addition, the Applicant provides training to state and local police officers as well as local seasonal police officers.
4. There is no excess noise generated by this use.
5. The use will not adversely affect neighboring properties or roadways.
6. The Applicant has stated that there will not be a firing range located on the premises and firearms will not be discharged on the premises.
7. The use provides a needed service for residents of Sussex County, as well as local police departments. As a result, the use has a public or semi-public character.
8. No parties appeared in opposition to the application.
9. This recommendation is subject to the following conditions:
 - A. The use shall be limited to a personal training and martial arts school on the property.
 - B. As stated by the Applicant, no firearms shall be discharged on the site as part of the school.
 - C. All personal training and martial arts training shall conclude no later than 9:00 pm each evening.
 - E. One lighted sign, no larger than 32 square feet in size on each side shall be permitted.
 - F. The Final Site Plan shall be subject to the review and approval of the Sussex County Planning and Zoning Commission.

Motion by Mr. Mears, seconded by Ms. Wingate and carried unanimously to recommend approval for C/U 2396 Noel Bowman for the reasons and conditions stated in the motion. Motion carried 5-0.

Vote by roll call: Mr. Mears – yea, Ms. Wingate – yea, Ms. Stevenson – yea, Mr. Hopkins – yea, Chairman Wheatley – yea

Mr. Mears voted yea on his motion for the reasons and conditions stated in his motion.

Ms. Wingate voted yea on the motion for the reasons and conditions stated in the motion.

Ms. Stevenson voted yea on the motion for the reasons and conditions stated in the motion.

Mr. Hopkins voted yea on the motion for the reasons and conditions stated in the motion.

Chairman Wheatley voted yea on the motion for the reasons and conditions stated in the motion.

PLANNING & ZONING COMMISSION

ROBERT C. WHEATLEY, CHAIRMAN
KIM HOEY STEVENSON, VICE-CHAIRMAN
R. KELLER HOPKINS
J. BRUCE MEARS
HOLLY J. WINGATE



Sussex County

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JAMIE WHITEHOUSE, AICP, MRTPI
DIRECTOR OF PLANNING & ZONING

PLANNING AND ZONING AND COUNTY COUNCIL INFORMATION SHEET
Planning Commission Public Hearing Date: June 22nd, 2023

Application: CU 2396 Noel Bowman

Applicant: Noel Bowman
34615 Wilgus Cemetery Road
Frankford, DE

Owner: Noel Bowman
34615 Wilgus Cemetery Road
Frankford, DE

Site Location: Lying on the north side of Wilgus Cemetery Road (S.C.R. 381A), approximately 0.42-mile west of Bayard Road (S.C.R. 384).

Current Zoning: Agricultural Residential (AR-1) Zoning District

Proposed Zoning: Agricultural Residential (AR-1) Zoning District

Proposed Use: Personal Training & Martial Arts School

Comprehensive Land Use Plan Reference: Coastal Area

Councilmanic District: Mr. Hudson

School District: Indian River School District

Fire District: Roxana Fire Co.

Sewer: On-site septic

Water: On-site well

Site Area: 1.23

Tax Map ID: 533-6.00-115.08



JAMIE WHITEHOUSE, AICP MRTPI
PLANNING & ZONING DIRECTOR
(302) 855-7878 T
jamie.whitehouse@sussexcountyde.gov



Sussex County

DELAWARE
sussexcountyde.gov

Memorandum

To: Sussex County Planning Commission Members
From: Mr. Elliott Young, Planner I
CC: Mr. Vince Robertson, Assistant County Attorney and Applicant
Date: June 7, 2023
RE: Staff Analysis for C/U 2396 Noel Bowman

This memo is to provide background and analysis for the Planning Commission to consider as a part of application C/U 2396 Noel Bowman to be reviewed during the June 22nd, 2023, Planning Commission Meeting. This analysis should be included in the record of this application and is subject to comments and information that may be presented during the public hearing.

The request is for a Conditional Use for Tax Parcel 533-6.00-115.08 to allow for a personal training and martial arts school to be located within an Agricultural Residential (AR-1) District. The property is lying on the north side of Wilgus Cemetery Road (S.C.R. 381A), approximately 0.42-miles west of Bayard Road (S.C.R. 384). The property is located at 34615 Wilgus Cemetery Road in Frankford and consists of 1.23 acre +/-.

Comprehensive Plan Analysis

The 2018 Sussex County Comprehensive Plan Update (Comprehensive Plan) provides a framework of how land is to be developed. As part of the Comprehensive Plan, a Future Land Use Map is included to help determine how land should be zoned to ensure responsible development. The Future Land Use map in the plan indicates that the subject property has land use designation of "Coastal Area." All surrounding properties to the north, south, east, and west of the subject site contain the Future Land Use Map designation of "Coastal Area."

As outlined in the 2018 Sussex County Comprehensive Plan, Coastal Areas are areas that can accommodate development provided that special environmental concerns are addressed. A range of housing types should be permitted in Coastal Areas, including single-family homes, townhouses, and multi-family units. Retail and office uses are appropriate, but larger shopping centers and office parks should be confined to selected locations with access along arterial roads. Appropriate mixed-use development should all be allowed. In doing so, careful mixtures of homes with light commercial, office and institutional uses can be appropriate to provide for convenient services and to allow people to work close to home. Major new industrial uses are not proposed in these areas. (Sussex County Comprehensive Plan, 4-15).

Zoning Information

The property is zoned Agricultural Residential (AR-1) District. The adjacent parcels to the north, west, and east of subject property are zoned Agricultural Residential (AR-1) District. The properties



to the south on the other side Wilgus Cemetery Road (S.C.R. 381A) are also zoned Agricultural Residential (AR-1) District.

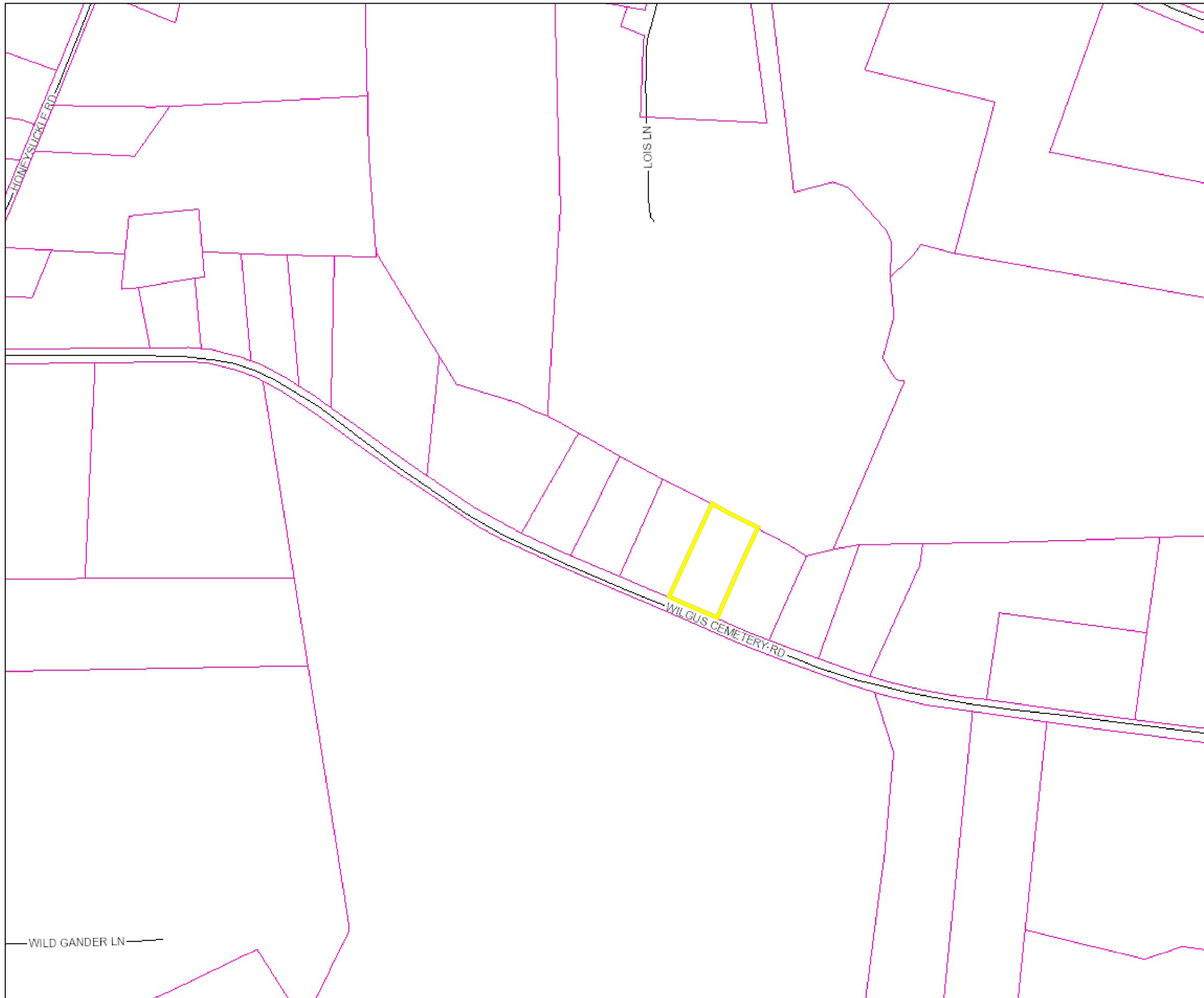
Existing Conditional Uses within the Vicinity of the Subject Site

Although there have been a number of Conditional Use Applications applied for in this area, since 2011, there have been zero (0) Conditional Use applications within a 1.00-mile radius of the application site.

Based on the analysis of the land use, surrounding zoning and uses, the Conditional Use to allow for personal training and a martial arts school in this location, subject to considerations of scale and impact, could be considered as being consistent with the land use, area zoning and surrounding uses.



Sussex County



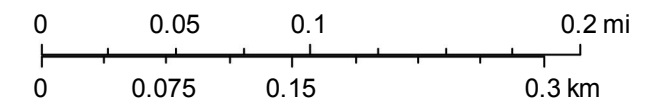
PIN:	533-6.00-115.08
Owner Name	BOWMAN NOEL L
Book	5748
Mailing Address	38469 VELTA DR
City	OCEAN VIEW
State	DE
Description	ANDERSON ACRES
Description 2	LOT 7
Description 3	N/A
Land Code	

- polygonLayer**

 - Override 1
- polygonLayer**

 - Override 1
- Tax Parcels
- Streets

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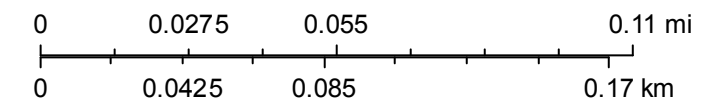
Sussex County



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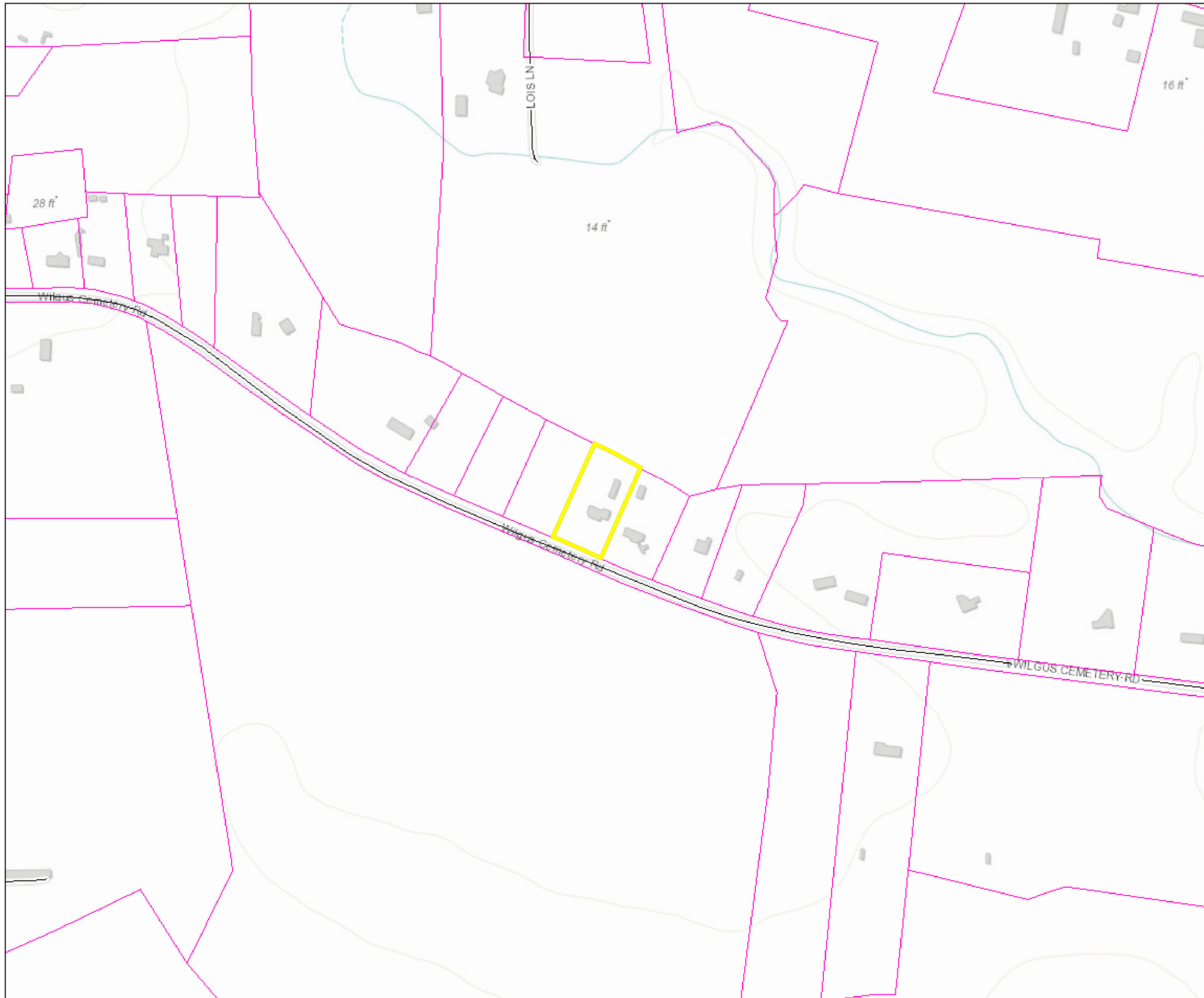
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- Override 1
- Tax Parcels
- 911 Address
- Streets

1:2,257





Sussex County



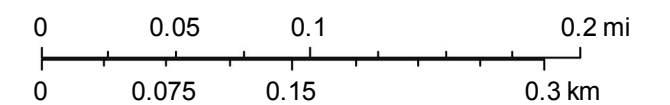
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Description 2	LOT 7
Description 3	N/A
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- polygonLayer**

 - Override 1
- polygonLayer**

 - Override 1
- Tax Parcels
- Streets

1:4,514



Introduced: 03/07/23

Council District 4: Mr. Hudson
Tax I.D. No.: 533-6.00-115.08
911 Address: 34615 Wilgus Cemetery Road, Frankford

ORDINANCE NO. ____

AN ORDINANCE TO GRANT A CONDITIONAL USE OF LAND IN AN AR-1 AGRICULTURAL RESIDENTIAL DISTRICT FOR A PERSONAL TRAINING & MARTIAL ARTS SCHOOL TO BE LOCATED ON A CERTAIN PARCEL OF LAND LYING AND BEING IN BALTIMORE HUNDRED, SUSSEX COUNTY, CONTAINING 1.23 ACRES, MORE OR LESS

WHEREAS, on the 22nd day of September 2022, a conditional use application, denominated Conditional Use No. 2396 was filed on behalf of Noel Bowman; and

WHEREAS, on the ____ day of _____ 2023, a public hearing was held, after notice, before the Planning and Zoning Commission of Sussex County and said Planning and Zoning Commission recommended that Conditional Use No. 2396 be _____; and

WHEREAS, on the ____ day of _____ 2023, a public hearing was held, after notice, before the County Council of Sussex County and the County Council of Sussex County determined, based on the findings of facts, that said conditional use is in accordance with the Comprehensive Development Plan and promotes the health, safety, morals, convenience, order, prosperity and welfare of the present and future inhabitants of Sussex County, and that the conditional use is for the general convenience and welfare of the inhabitants of Sussex County.

NOW, THEREFORE, THE COUNTY OF SUSSEX HEREBY ORDAINS:

Section 1. That Chapter 115, Article IV, Subsection 115-22, Code of Sussex County, be amended by adding the designation of Conditional Use No. 2396 as it applies to the property hereinafter described.

Section 2. The subject property is described as follows:

ALL that certain tract, piece or parcel of land, lying and being situate in Georgetown Hundred, Sussex County, Delaware, and lying on northeast side of Wilgus Cemetery Road (S.C.R. 381A) approximately 0.42 mile west of Bayard Road (S.C.R. 384) and being more particularly described in the attached legal description prepared by Parsons & Robinson, P.A., said parcel containing 1.23 acres, more or less.

This Ordinance shall take effect immediately upon its adoption by majority vote of all members of the County Council of Sussex County, Delaware.



Memorandum

To: Sussex County Council
The Honorable Michael H. Vincent
The Honorable Cynthia C. Green
The Honorable Douglas B. Hudson
The Honorable John L. Rieley
The Honorable Mark G. Schaeffer

From: Jamie Whitehouse, AICP, Director of Planning & Zoning

CC: Everett Moore, County Attorney

Date: July 28, 2023

RE: County Council Report for C/U 2400 filed on behalf of Kent Walston, LLC

The Planning and Zoning Department received an application (C/U 2400 filed on behalf of Kent Walston, LLC) for multi-family dwellings (5 units) on parcel 134-17.07-173.02. The property is located at the east side of Kent Avenue, approximately 350 feet north of Jefferson Bridge Road. The parcel size is 1.4 acres +/-

The Planning & Zoning Commission held a Public Hearing on the application on June 22, 2023. At the meeting of July 13, 2023, the Planning & Zoning Commission recommended approval of the application for the 6 reasons and 16 recommended conditions as outlined within the motion (copied below).

Below are the minutes from the Planning & Zoning Commission meeting of June 22, 2023 and July 13, 2023.

Minutes of the June 22, 2023, Planning & Zoning Commission Meeting

C/U 2400 Kent Walston, LLC

AN ORDINANCE TO GRANT A CONDITIONAL USE OF LAND IN AN MR MEDIUM DENSITY RESIDENTIAL DISTRICT FOR MULTI-FAMILY DWELLINGS (5 UNITS) TO BE LOCATED ON A CERTAIN PARCEL OF LAND LYING AND BEING IN BALTIMORE HUNDRED, SUSSEX COUNTY, CONTAINING 1.4 ACRES, MORE OR LESS. The property is lying on the east side of Kent Avenue (S.C.R. 361), approximately 350 feet north of Jefferson Bridge Road (S.C.R. 361A). 911 Address: N/A. Tax Map Parcel: 134-17.07-173.02.

Mr. Whitehouse advised the Commission that submitted into the record were the Staff Analysis, a letter received from the Sussex County Engineering Department Utility Planning Division, the



Applicant's Preliminary Site Plan, the Applicant's Exhibit Booklet, the DelDOT Service Level Evaluation Response, and the property deed. Mr. Whitehouse stated zero comments in support, 29 comments in opposition, and 11 mail returns had been received for the Application.

The Commission found that Mr. Chris Pfeifer, P.E., with George, Miles & Buhr, LLC (GMB) spoke on behalf of the Applicant, Mr. Paul McCabe; that Mr. McCabe was also present along with Ms. Katja Kalinski, a Land Planner with George, Miles & Buhr, LLC. Mr. Pfeifer stated the site consists of a 1.37 acre parcel, located on Kent Avenue, adjacent to the Bethany Beach; that the project seeks a Conditional Use for five townhome units; that the site is currently zoned MR (Medium Density Residential) and is located within the Coastal Area; that the Application went through the PLUS process; that they received the PLUS comments on December 17, 2021; that they submitted their PLUS comment responses on August 24, 2022; that the site is located within State Investment Level I, which are areas developed in an urban or suburban fashion, where infrastructure is existing and readily available, and future redevelopment and infill projects are expected and encouraged by State policy; that the project would be considered an infill project; that the site is surrounded by existing residential units; that the area to the north is within the Town of Bethany Beach, and zoned R2; that R2 zoning permits for one, two, three and four standard dwelling unit buildings; that directly adjacent to the north is the Bethany Proper community, which includes townhomes; that the 126 unit townhome community is located on a 14.28 acre parcel, which results in a density of approximately 8.5 units per acre; the area to the south is located within Sussex County, being mostly zoned MR (Medium-Density Residential); however, there is one parcel directly adjacent that is zoned HR (High Density Residential), which has seven units located on 1.38 acres, resulting in approximately five units per acre; that the Application seeks five townhome units with garages, to be located on the 1.37 acre parcel; that this would result in a density of 3.67 units per acre; that the project would have a shared driveway off Kent Avenue; that stormwater management will be designed to meet the requirements of Sussex Conservation District; that they did hold a pre-application meeting with Sussex Conservation District on July 21st, 2021; that there is public water readily available from Bethany Beach; that public sewer is provided by Sussex County; that an entrance is proposed off Kent Avenue, which is a DelDOT major collector road; that the entrance design would be coordinated with all DelDOT rules, regulations, review and approval; that a Traffic Impact Study (TIS) was not required because it is anticipated that less than 500 vehicle trips would be generated per day; that they did submit an updated Service Level Evaluation Request on April 27th, 2023 for the five dwelling units and five townhomes; that what they received back from DelDOT on May 26th, 2023, reflected the wrong unit count, still reflecting the three units; that he went through, using the same handbook that DelDOT did, to generate those calculations; that he found the project, proposing five units, would still remain under the 50 ADT that DelDOT referenced in the letter; that an Environmental Assessment was completed by Environmental Resources, Inc.; that a Public Facilities Evaluation Report was prepared by GMB, LLC; that there were no threatened or endangered species found on the site; the Environmental Resources, Inc. (ERI) also preformed site investigations in early 2022, and no State regulated or title wetlands are located on the property; that there are no anticipated impacts to federally regulated wetlands; that the open space would be under the proposed condominium regime; that there is public sewer and water available at the entrance of the site; that the condominium would maintain the ownership of all the interior utilities as well as the shared driveway; that some of the economic benefits of the site is the proposed use would be an infill development for a parcel that is currently vacant; that per the Sussex County Comprehensive Plan, the site is located within State Investment Level 1, falling within the Coastal Area, which is a designated growth area, and the proposed project is consistent with the Comprehensive Plan.

Ms. Stevenson questioned the number of parking spaces provided.

Mr. Pfeifer stated there is a one-car garage provided with each unit and additional parking provided outside of the garage as well, equaling up to two provided parking spaces per unit, with two additional spots on the site.

The Commission found that one person was present in the room who wished to speak in support of the Application and three people were present who wished to speak in opposition.

Mr. William [Bill] Lindlaw spoke in opposition to the Application. Mr. Lindlaw stated he is the HOA President of the Bethany Proper community; that Bethany Proper has 126 homes; that the homes located to the east have significant water issues and has had the issue for 40 years; that the area is a very marshy wet area; that they have required extra sub-pumps due to the water runoff from the lot; that they are very concerned with the current plans driveway location; that they feel the driveway location will exacerbate the runoff issue; that there is a drainage pond down at the bottom, but they are unsure how that pond will benefit their houses; that the picture shown was a bit misleading; that when the site was staked out, the property line was found to be located right on the decks of their houses, not leaving any space; that they were told when the houses were built over 40 years ago, the property line was misconstrued; that the houses were build practically to the property line; that they were assuming the project would be for two units; that five units will take up all of the buildable space; that the southern portion of the property is not buildable, as it is very marshy; that everything on the site will be either a street or a building, leaving very little green left; that they feel the proposed buffer may not be constructed as it appears; that they fear the area will become very sparse, creating the water issues to be compounded; that for these reasons, they would prefer to see a lower density proposed; that there was a new, two unit, duplex built nearby, on a similar property, and that is what they were expecting to be proposed for the site.

Mr. Pfeifer stated the goal is to leave as much of the wooded area as possible; that the property owner also desires to save as many trees as possible, as he also desires to have a buffer in that area; that they have attempted to leave as many woods as possible along the property line located between the site and Bethany Proper; that they are required to meet Sussex Conservation District requirements, and the proposed project is not allowed to make the stormwater situation any worse than it currently is.

Chairman Wheatley stated the Applicant is not obligated to fix the current water runoff issues; however, the Applicant cannot make the issue any worse.

Mr. Hopkins questioned if the topography of the site currently drains onto adjacent properties, and where any overflow drainage will go.

Ms. Wingate questioned the amount of overflow that would occur since the stormwater management would be constructed to capacity.

Mr. Pfeifer stated there is a sump located in the area where the stormwater facility is located in the southeast corner of the property; that theoretically, as the sump fills up, it does spill over onto adjacent properties; that there is a small swale located at the front of the site, that overflow drainage would discharge to; that there is no infiltration located on the site, and larger storm events would potentially create overflow, but the site would be designed to handle the overflow.

Mr. Hopkins stated he felt it was important that neighbors understand that the paved areas will be graded around the houses to ensure the water runoff will make its way to the stormwater pond; that once the pond fills, the runoff would flow towards the front of the property and out toward the ditch.

Mr. Pfeifer agreed with Mr. Hopkins's comments, confirming his statement was correct.

Chairman Wheatley questioned Mr. Whitehouse as to what would currently be permitted, without a Conditional Use, within the MR (Medium-Density Residential) Zoning District.

Mr. Whitehouse stated any multi-family would require a Conditional Use unless one were to propose a principal dwelling with a garage-studio apartment, or the property could be subdivided with lots as low as 10,000 sq. ft. because the property is served by sewer.

Mr. Robertson stated a property larger than one acre could get at least four lots, assuming the geometry works out on the site.

Chairman Wheatley stated when considering that information, the plan does appear to be sensitive to the adjacent properties, as the wooded areas are kept intact, and the Commission is able to condition the project to ensure the proposed trees are kept.

Mr. Hopkins questioned if the rendering reflected the current growth or the proposed growth; that if the topography has a hard fall off, it may be more beneficial to elevate the roads; that this could create the only runoff to the adjacent properties to be the runoff that falls within the trees and runs down, and the question is, would it be better to take out the trees, elevate, and then put trees back in.

Mr. Pfeifer stated that the topography is flat currently; that their proposed design would make it so that the paved area runoff would not be directed to adjacent properties.

Chairman Wheatley questioned if the current plan would be achievable without losing the existing woods, and stated the Commission can also require plantings if desired.

Mr. Pfeifer stated they would need to take a closer look at the grading; that there is some number of woods that would be able to remain on the site; that he could not currently confirm that number and they are attempting to keep as many existing trees onsite as possible.

Mr. Mears stated he grew up in Bethany Beach; that Bethany Proper foundations were built below grade; that due to this, sump pumps have been required; that this issue is going to exist regardless of what happens on the subject site, and that testimony had already been provided stating that.

Chairman Wheatley agreed with Mr. Mears' comments; that he stated, mistakes made on the adjacent property are not the responsibility of the Applicant, and the Applicant has no requirement to fix the issues of another site, but the law states the Applicant cannot make those existing issues any worse.

Mr. John Wassell spoke in opposition to the Application. Mr. Wassell stated he owns property within Bethany Proper; that he felt like the statement "*saving as many trees as possible*" was a bit generic, and he would like to narrow that down; that there are a lot of trees currently existing; that his property is adjacent to the site and the existing trees; that from the plans he understood most of the trees, being approximately 85% to 90%, of the trees will be removed; that he would request the developer to be

more concise on the number of trees to be removed; that the current residents can walk to the beach from Bethany Proper; that they do not want to see people cutting through the community; that he questioned if a fence was included in the plan to avoid the potential issue.

Mr. Robertson stated that if the project were to be approved, the requirement would be whatever the County would require; that the County would place conditions on the project, which would be required to be reflected on the Final Site Plan showing precisely what trees are to remain.

Chairman Wheatley stated he understood the concern of trespassing, however, it is not the Applicant's responsibility to place a fence, but the Commission would consider the concern.

Mr. Robertson stated there were multiple emails submitted suggesting the same concern from other residents of Bethany Proper.

Mr. Bob Nichols spoke in opposition to the Application. Mr. Nichols stated he was curious as to what the one kick-out area is proposed for as reflected on the drawing; that the questioned if the area was proposed for additional parking or proposed for a dumpster, and the trash pick-up location is a concern for him.

Ms. Wingate stated most units have regular trash pick up once a week and do not have dumpsters.

Chairman Wheatley stated if a dumpster is involved, screening would be required.

Ms. Ellen McGee spoke in support of the Application. Ms. McGee stated she is familiar with the property, and she knows the Applicant's family; that the family has lived in the area for generations; that she understood the neighbors' concerns, however, she believed the Applicant would do a good job.

The Commission found that one person wished to speak by teleconference in opposition to the Application.

Mr. John Fehrenbach spoke in opposition to the Application. Mr. Fehrenbach spoke with concerns regarding the retention of trees, the requirement for buffers, and the height restriction of the proposed buildings.

Mr. Whitehouse stated the zoning district would limit the buildings to a maximum of 42 feet; that there are mechanisms within the Code that require planting, bonding, maintenance, and inspection of landscape buffers and there is an inspection process for that.

Mr. Mears stated the neighboring properties located within the Town of Bethany have a 31-foot maximum height requirement within their Code; that this is the reason for the differences in building height; that this creates the feeling the building would tower over others, and the Applicant, nor Bethany Property owners, are able to control the fact that the properties are found within two different jurisdictions.

Upon there being no further questions, Chairman Wheatley closed the public hearing.

At the conclusion of the public hearing, the Commission discussed the Application.

In relation to C/U 2400 Kent Walston, LLC. Motion by Mr. Mears to defer action for further consideration, seconded by Mr. Hopkins and carried unanimously. Motion carried 5-0.

Minutes of the July 13, 2023, Planning & Zoning Commission Meeting

The Commission discussed the Application, which had been deferred since June 22, 2023.

Mr. Mears moved that the Commission recommend approval of C/U 2400 Kent Walston, LLC, for five (5) Multi-Family Units based upon the record made during the public hearing and for the following reasons:

1. The purpose of the MR zone is to provide housing in an area which is expected to become urban in character and where central water and sewer are available. This Conditional Use application, along the border with the Town of Bethany Beach where central water and sewer is available, complies with the purposes of the MR zone.
2. The property is in the vicinity of other residential housing types including single-family homes, townhomes, and other multi-family development. This Conditional Use is consistent with other zoning and development in the area.
3. DelDOT has reviewed the proposed project and has determined that the development's traffic impact will be "diminutive". This development will also be required to comply with all roadway and entrance improvements mandated by DelDOT.
4. This small multi-family conditional use meets the purpose of the Zoning Code since it promotes the orderly growth of the County in an appropriate location.
5. The proposed use is consistent with the County's Comprehensive Land Use Plan. It is in the Coastal Area according to the Plan, which is a Growth Area. The Plan states that medium and higher densities can be appropriate where, like here, there are features such as central water and sewer, nearby commercial uses, and employment centers. The Plan also states that a range of housing types should be permitted in the Coastal Area, including single-family homes, townhouses, and multifamily units.
6. There is no evidence that this project will adversely affect the neighboring properties, area roadways, or community facilities.
7. This recommendation is subject to the following conditions:
 - A. There shall be no more than five (5) Units within the development.
 - B. All entrances, intersections, roadways, and multimodal improvements required by DelDOT shall be completed by the Applicant in accordance with DelDOT's determination.
 - C. Central sewer shall be provided to the development by Sussex County. The Developer shall comply with all requirements and specifications of the Sussex County Engineering Department.
 - D. The development shall be served by a central water system providing adequate drinking water and fire protection.
 - E. Stormwater management and erosion and sediment control shall be constructed in accordance with applicable State and County requirements, and the project shall utilize Best Management Practices to construct and maintain these fixtures. The Final Site Plan shall contain the approval of the Sussex Conservation District.
 - F. Interior street design shall comply with or exceed Sussex County standards.

- G. Road naming and addressing shall be subject to the review and approval of the Sussex County Geographic Information Office.
- H. The trash receptacles shall be standard roll-out residential containers assigned to each unit. They shall be stored in an enclosed area. No dumpsters shall be permitted.
- I. Construction, site work, and deliveries shall only occur on the site between the hours of 7:00 a.m. through 5:30 p.m., Monday through Friday, and between 7:00 am and 4:00 pm on Saturdays from October 1st through May 15th of each year. No Sunday hours are permitted. A 24-inch by 36-inch “NOTICE” sign confirming these hours in English and Spanish shall be prominently displayed at the site entrance during construction.
- J. A 20-foot-wide undisturbed forested buffer shall be installed along the perimeter of the development adjacent to Bethany Proper. This buffer area shall utilize existing trees and other vegetation to the fullest extent, with infill planting as needed to comply with the buffer requirements in Section 99-5 of the Sussex County Code in that location.
- K. The Final Site Plan shall include a landscape plan for the development showing the forested areas to be preserved, the proposed tree and shrub landscape design, and the buffer areas. The existing trees and other vegetation that will not be disturbed shall be clearly shown on the Final Site Plan and marked on the site itself so that they are not disturbed during construction.
- L. The Applicant shall form a Condominium Association that shall be responsible for the maintenance of all interior roadways and parking areas, buildings, buffers, stormwater management areas, and open space.
- M. All lighting on the site shall be shielded and downward screened so that it does not shine on neighboring properties or roadways.
- N. The Final Site Plan shall contain the approval of the Sussex Conservation District for the design and location of all stormwater management areas and erosion and sedimentation control facilities.
- O. The Final Site Plan shall depict or note these Conditions of Approval and it shall be subject to the review and approval of the Sussex County Planning & Zoning Commission.
- P. The Final Site Plan shall be subject to the review and approval of the Sussex County Planning & Zoning Commission.

Ms. Wingate questioned if Mr. Mears would consider removing, “*from October 1st through May 15th of each year*” from Condition I of the motion.

Mr. Mears stated he placed that requirement to accommodate the residents of Bethany, by allowing no construction to be permitted on Saturdays during peak season, which mirrors the requirements of the Town of Bethany since the site is located directly adjacent to properties located under the Town of Bethany’s municipality, and the requirement would only apply to Saturdays.

Mr. Robertson suggested the motion be reworded to state:

- I. Construction, site work, and deliveries may occur on the site at any time Monday through Friday year-round, and between 7:00 am and 4:00 pm on Saturdays from October 1st through May 15th of each year. No Sunday hours are permitted. [No Sunday hours are permitted. A 24-inch by 36-inch “NOTICE” sign confirming these hours in English and

Spanish shall be prominently displayed at the site entrance during construction.]

Motion by Mr. Mears, seconded by Ms. Wingate and carried unanimously to recommend approval of C/U 2400 Kent Walston, LLC, for the reasons and the conditions stated, and with the amendment to Condition I in the motion. Motion carried 3-0. Mr. Collins abstained.

Vote by roll call: Mr. Mears – yea, Ms. Wingate – yea, Chairman Wheatley - yea

PLANNING & ZONING COMMISSION

ROBERT C. WHEATLEY, CHAIRMAN
KIM HOEY STEVENSON, VICE-CHAIRMAN
R. KELLER HOPKINS
J. BRUCE MEARS
HOLLY J. WINGATE



Sussex County

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JAMIE WHITEHOUSE, AICP, MRTPI
DIRECTOR OF PLANNING & ZONING

PLANNING AND ZONING AND COUNTY COUNCIL INFORMATION SHEET

Planning Commission Public Hearing Date: June 22nd, 2023

Application: CU 2400 Kent Walston, LLC

Applicant: Kent Walston, LLC
30398 Pavilion Drive #1704
Ocean View, DE 19970

Owner: Kent Walston, LLC
30398 Pavilion Drive #1704
Ocean View, DE 19970

Site Location: Lying on the east side of Kent Avenue (S.C.R. 361), approximately 350 feet north of Jefferson Bridge Road (S.C.R. 361A)

Current Zoning: Medium Residential (MR) Zoning District

Proposed Zoning: Medium Residential (MR) Zoning District

Proposed Use: 5 Multi-Family Units

Comprehensive Land Use Plan Reference: Coastal Area

Councilmanic District: Mr. Hudson

School District: Indian River School District

Fire District: Bethany Beach Fire Company

Sewer: Sussex County

Water: Bethany Beach

Site Area: 1.4 acre +/-

Tax Map ID: 134-17.07-173.02



JAMIE WHITEHOUSE, AICP MRTPI
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Sussex County

DELAWARE
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Memorandum

To: Sussex County Planning and Zoning Commission Members
From: Mrs. Christin Scott, Planner II
CC: Mr. Vince Robertson, Assistant County Attorney and Applicant
Date: June 15th, 2023
RE: Staff Analysis for C/U 2400 Kent Walston, LLC

The purpose of this Memo is to provide background and analysis for the Planning and Zoning Commission to consider as a part of Application C/U 2400 Kent Walston, LLC to be reviewed during the June 22nd, 2023, Planning and Zoning Commission Meeting. This analysis should be included in the record of this Application and is subject to comments and information that may be presented during the public hearing.

The request is for a Conditional Use for Tax Parcel 134-17.07-173.02 to allow for Multi-Family (5 units). Specifically, the Application is for the one Townhouse consisting of five (5) units. The property is located on the east side of Kent Avenue (S.C.R. 361), approximately 437-ft north of the intersection of Kent Avenue (S.C.R. 361) and Jefferson Bridge Road (S.C.R. 361-A) in Bethany Beach, Delaware. The subject property contains 1.37 acres +/-.

Site Considerations

The DelDOT Service Level Evaluation Response indicates that the proposed use will generate fewer than 50 vehicle trips per day and that the development's traffic impact is considered "diminutive" in the context of DelDOT's agreement with the County regarding land development coordination. Therefore, no TIS is required for this proposal.

It should be further noted that the subject property is not located within any established Transportation Improvement Districts.

Additionally, the County's Online Mapping System confirms that the site is located within Flood Zone "X" – Areas determined to be outside the 1% annual chance flood and outside the 500-year floodplain.

Comprehensive Plan Analysis

The 2018 Sussex County Comprehensive Plan Update (Comprehensive Plan) provides a framework of how land is to be developed. As part of the Comprehensive Plan, a Future Land Use Map is included to help determine how land should be zoned to ensure responsible development. The Future Land Use map in the plan indicates that the subject property has land use designation of "Coastal Area." The properties to the south, east, and west all have a land use designation of "Coastal Area" with properties to the north having a land use designation of "Municipalities."



As outlined in the 2018 Sussex County Comprehensive Plan, Coastal Areas are areas that can accommodate development provided that special environmental concerns are addressed. A range of housing types should be permitted in Coastal Areas, including single-family homes, townhouses, and multi-family units. Retail and office uses are appropriate, but larger shopping centers and office parks should be confined to selected locations with access along arterial roads. Appropriate mixed-use development should all be allowed. In doing so, careful mixtures of homes with light commercial, office and institutional uses can be appropriate to provide for convenient services and to allow people to work close to home. Major new industrial uses are not proposed in these areas. (Sussex County Comprehensive Plan, 4-15).

Zoning Information

The property contains the zoning classification of Medium Density Residential (MR) District.

Table 4.5-2 “Zoning Districts Applicable to Future Land Use Categories” in the 2018 Sussex County Comprehensive Plan notes that the Medium Density Residential District is an applicable Zoning District within the “Coastal Area” Future Land Use Map Designation.

All lands on the east and west of the subject property are zoned Medium Density Residential (MR) apart from one large parcel to the east being the community of Sea Colony zoned High Density Residential (HI-1, HI-2) and one large parcel to the west which is along Coastal Highway (Rt.1) being zoned General Commercial (C-1). The lands to the north of the subject property are located within the town limits of Bethany Beach

Existing Conditional Uses within the Vicinity of the Subject Property

Since 2011, there have been five (5) Conditional Uses within a 1-mile radius of the Application site. Of these Applications, all two (2) were approved by the Sussex County Council, two (2) were withdrawn, and one (1) has yet to be heard.

A Supplemental Table has been provided which contains further information regarding the abovementioned Conditional Use Applications which are located within a 1-mile radius of the Application site.

Based on the analysis provided, the Conditional Use to allow for Multi-Family (5 Units), in this location could be considered as being consistent with the surrounding land use, zoning, and uses, subject to consideration of scale and impact.

Conditional Use Number	Tax Parcel #	APPLICANT	Current Zoning	Proposed Use	CC Decision Date	CC Decision	Ordinance Number
2424	134-17.07-190.00	William Buchanan, Jr.	MR	Multifamily Dwelling Units (6)			
2333	134-17.07-173.02	Kent Walston	AR-1/MR	Multi-Family		Withdrawn	
2279	134-17.11-6.00	Ron Sutton	MR	Multi-Family (11 Units)		Withdrawn	
2222	134-17.11-40.00	Jessica F. Peake	C-1	Mini Golf Course	6/9/2020	Approved	2713
1930	134-13.15-159.00	Penn Central, LLC	B-1	Mutli-Family Dwelling Structures	7/24/2012	Approved	2272



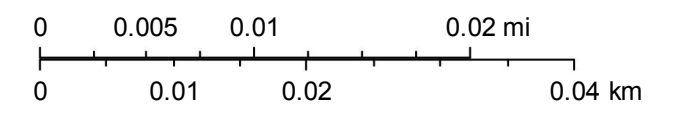
Sussex County



PIN:	134-17.07-173.02
Owner Name	KENT WALSTON LLC
Book	5429
Mailing Address	30398 PAVILION DR 1704
City	OCEAN VIEW
State	DE
Description	WILLIAM F WILGUS JR
Description 2	LOT 1
Description 3	BLK 2
Land Code	

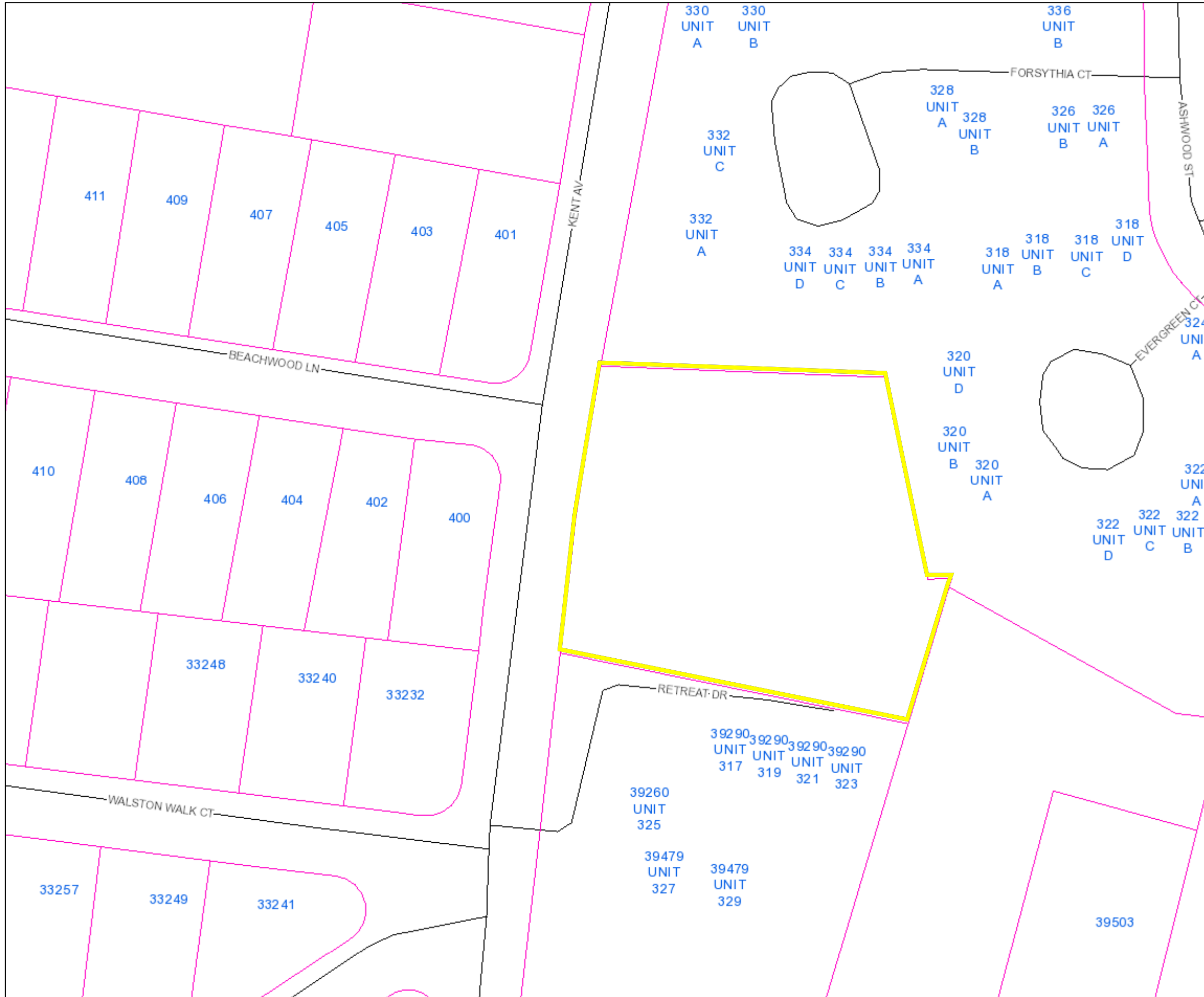
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- 911 Address
- Streets
- County Boundaries

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Sussex County



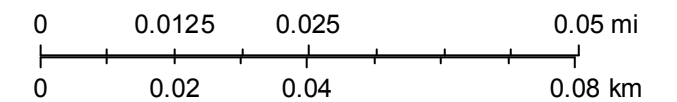
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Owner Name	KENT WALSTON LLC
Book	5429
Mailing Address	30398 PAVILION DR 1704
City	OCEAN VIEW
State	DE
Description	WILLIAM F WILGUS JR
Description 2	LOT 1
Description 3	BLK 2
Land Code	

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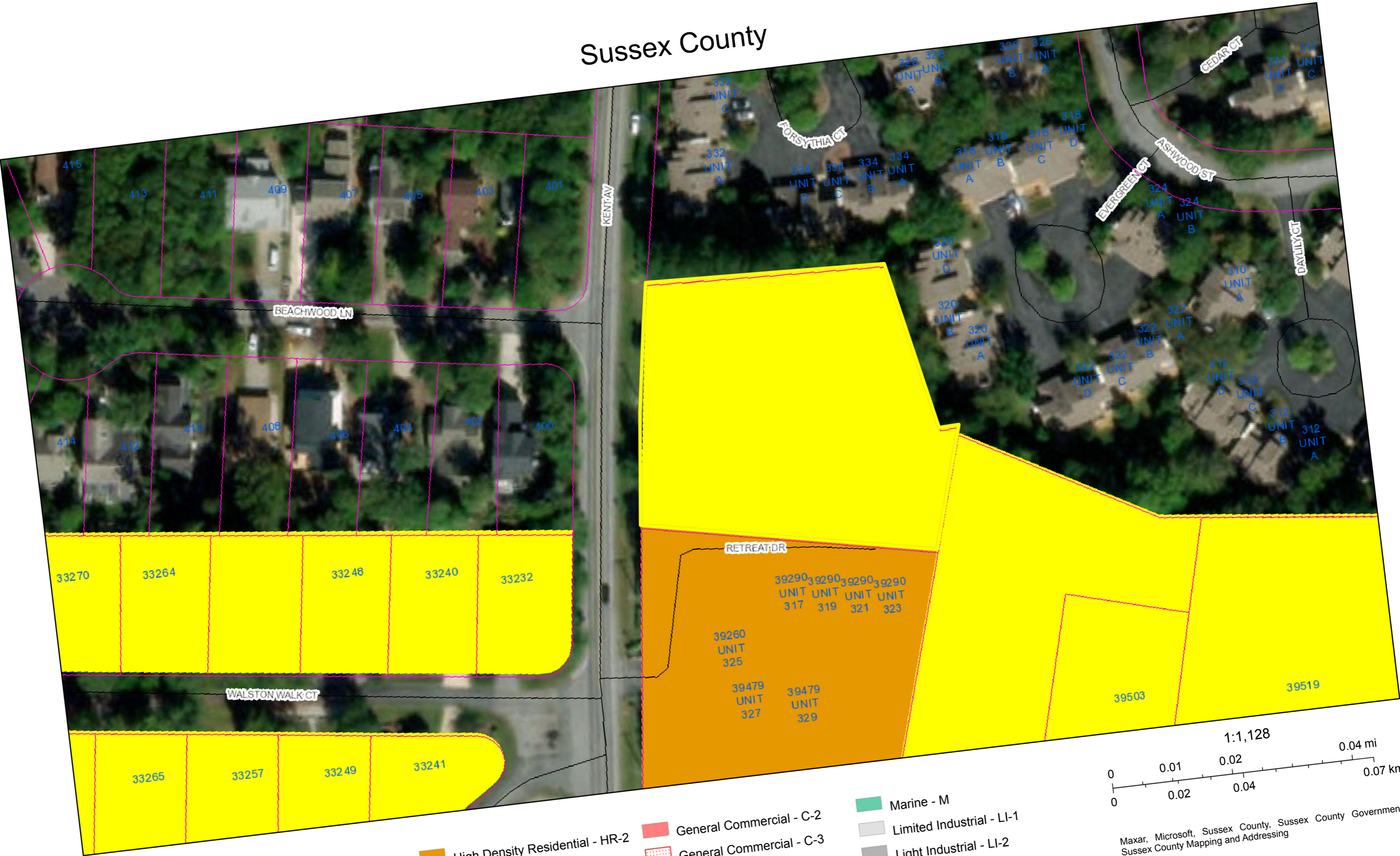
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 - 911 Address
 - Streets
 - County Boundaries

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Sussex County



May 19, 2023

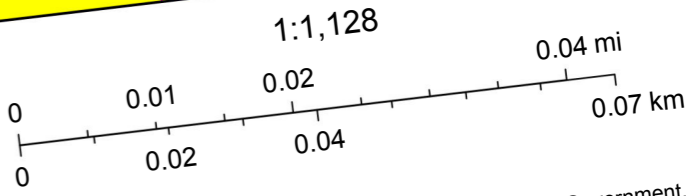
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- Tax Parcels
- 911 Address
- Streets

- Zoning
- Agricultural Residential - AR-1
 - Agricultural Residential - AR-2
 - Medium Residential - MR
 - General Residential - GR
 - High Density Residential - HR-1
 - Limited Industrial - LI-1
 - Light Industrial - LI-2
 - Heavy Industrial - HI-1

- High Density Residential - HR-2
- Vacation, Retire, Resident - VRP
- Neighborhood Business - B-1
- Neighborhood Business - B-2
- Business Research - B-3
- General Commercial - C-1

- General Commercial - C-2
- General Commercial - C-3
- General Commercial - C-4
- General Commercial - C-5
- Commercial Residential - CR-1
- Institutional - I-1

- Marine - M
- Limited Industrial - LI-1
- Light Industrial - LI-2
- Heavy Industrial - HI-1
- County Boundaries



Maxar, Microsoft, Sussex County, Sussex County Government, Sussex County Mapping and Addressing

Introduced: 6/6/23

Council District 4: Mr. Hudson
Tax I.D. No. 134-17.07-173.02
911 Address: N/A

ORDINANCE NO. ____

AN ORDINANCE TO GRANT A CONDITIONAL USE OF LAND IN AN MR MEDIUM DENSITY RESIDENTIAL DISTRICT FOR MULTI-FAMILY DWELLINGS (5 UNITS) TO BE LOCATED ON A CERTAIN PARCEL OF LAND LYING AND BEING IN BALTIMORE HUNDRED, SUSSEX COUNTY, CONTAINING 1.4 ACRES, MORE OR LESS

WHEREAS, on the 17th day of October 2022, a conditional use application, denominated Conditional Use No. 2400 was filed on behalf of Kent Walston, LLC; and

WHEREAS, on the ____ day of _____ 2023, a public hearing was held, after notice, before the Planning and Zoning Commission of Sussex County, and said Planning and Zoning Commission recommended that Conditional Use No. 2400 be _____; and

WHEREAS, on the ____ day of _____ 2023, a public hearing was held, after notice, before the County Council of Sussex County and the County Council of Sussex County determined, based on the findings of facts, that said conditional use is in accordance with the Comprehensive Development Plan and promotes the health, safety, morals, convenience, order, prosperity and welfare of the present and future inhabitants of Sussex County, and that the conditional use is for the general convenience and welfare of the inhabitants of Sussex County.

NOW, THEREFORE, THE COUNTY OF SUSSEX HEREBY ORDAINS:

Section 1. That Chapter 115, Article V, Subsection 115-39, Code of Sussex County, be amended by adding the designation of Conditional Use No. 2400 as it applies to the property hereinafter described.

Section 2. The subject property is described as follows:

ALL that certain tract, piece or parcel of land, lying and being situate in Baltimore Hundred, Sussex County, Delaware, and lying on the east side of Kent Avenue (S.C.R. 361), approximately 350 feet north of Jefferson Bridge Road (S.C.R. 361A), and being more particularly described in the attached deed prepared Sergovic, Carmean, Weidman, McCartney & Owens, P.A., said parcel containing 1.4 acres, more or less.

This Ordinance shall take effect immediately upon its adoption by majority vote of all members of the County Council of Sussex County, Delaware.



Memorandum

To: Sussex County Council
The Honorable Michael H. Vincent
The Honorable Cynthia C. Green
The Honorable Douglas B. Hudson
The Honorable John L. Rieley
The Honorable Mark G. Schaeffer

From: Jamie Whitehouse, AICP, Director of Planning & Zoning

CC: Everett Moore, County Attorney

Date: July 28, 2023

RE: County Council Report for C/U 2403 filed on behalf of Beach Buggies, LLC

The Planning and Zoning Department received an application (C/U 2403 filed on behalf of Beach Buggies, LLC) to amend the conditions of approval for Conditional Use No. 1492 on parcel 533-18.00-61.01. The property is located at 38288 London Avenue Unit 51, Selbyville. The parcel size is 10.8 acres +/-

The Planning & Zoning Commission held a Public Hearing on the application on June 22, 2023. At the meeting of July 13, 2023, the Planning & Zoning Commission recommended approval of the application for the 6 reasons and 2 recommended revised conditions as outlined within the motion (copied below).

Below are the minutes from the Planning & Zoning Commission meeting of June 22, 2023 and July 13, 2023.

Minutes of the June 22, 2023, Planning & Zoning Commission Meeting

C/U 2403 Beach Buggies, LLC

AN ORDINANCE TO GRANT A CONDITIONAL USE OF LAND IN AN AR-1 AGRICULTURAL RESIDENTIAL DISTRICT TO AMEND CONDITIONS OF APPROVAL FOR CONDITIONAL USE NO. 1492 (ORDINANCE NO. 1653), RELATING TO CONTRACTING WORK, OFFICE WORK, AND GENERAL BUSINESS TO BE CONDUCTED ON THE SITE, AND ALSO RELATING TO OCCUPANCY OF THE UNITS AS A PRINCIPAL PLACE OF BUSINESS TO BE LOCATED ON A CERTAIN PARCEL OF LAND LYING AND BEING IN BALTIMORE HUNDRED, SUSSEX COUNTY, CONTAINING 10.80 ACRES, MORE OR LESS. The property is lying on the south side of Lighthouse Road (Rt. 54), approximately 0.41 miles northwest of Dickerson Road (S.C.R. 389).



911 Address: 38288 London Avenue Unit 51, Selbyville. Tax Map Parcel: 533-18.00-61.01 (p/o).

Mr. Whitehouse advised the Commission that submitted into the record were the original Site Plan, which was approved on December 30, 2004, a copy of Ordinance No. 1653 for C/U 1492, the Staff Analysis, a letter from Sussex County Engineering Department Utility Planning Division, the DelDOT Service Level Evaluation Response, and the property deed. Mr. Whitehouse stated zero comments had been received for the property.

The Commission found that Mr. Joseph Tribull spoke on behalf of his Application. Mr. Tribull stated he represented his family business, Beach Buggies, LLC; that their business buys, sells, and services golf carts; that they are located in the Williamsville Industrial Park; that they sell golf carts and help fix golf carts for residents in the area; that they work with a certain golf cart vendor to better help their side to the Selbyville side of town; that they do reach out and they do provide metal work; that the business does reside within Williamsville Industrial Park at 3288 London Avenue, Selbyville, Units 50 through 53; that Unit 51 is the main unit and entrance; that the area is a commercial-type setting, with commercial properties around it; that there are multiple businesses located at the industrial park, and some contractors using it for storage, and other businesses in the area are Sweet Disposition Bakery, and Brasure's Carpet Care and Pest Control.

Mr. Robertson advised the Commission that the Application is requesting an amendment to the existing Conditional Use [C/U 1492]; that the request is limited, as he can already have the business; that the current issue is amending the current conditions; that Condition No. 1 of the existing Conditions of Approval state that the use is to be for indoor storage purposes; that because of the outdoor display of golf carts, the Commission would need to amend that condition; that another current condition states there shall be no contracting work, office work or general business conducted on the site and that none of the units shall be occupied as a principal place of business; that the Applicant is requesting to change that condition as well; that existing Condition No. 5, may or may not apply, as it states that none of the units shall be used as contractor workshops; that he felt it would be worth clarifying if the Applicant can perform golf cart repairs or not, as that is similar to a workshop; that the Conditional Use request is not starting from square one, and the Application request is to work within an existing Conditional Use approval.

Mr. Mears questioned if the golf carts are stored outside and the hours of operation.

Mr. Hopkins questioned if they change and dispose of batteries.

Mr. Robertson stated because Beach Buggies, Inc. is only one business located within the industrial park, any changes made would impact the entire park; that he questioned if any other businesses were currently operating in that way and if the landlord was aware of the applied Conditional Use; that he wanted to ensure everyone understood that any amended conditions would cover all six existing buildings and the Application is an unusual situation.

Mr. Tribull stated some golf carts are moved outside, and are occasionally moved around; that they display golf carts in the front of the building during business hours; that they do not keep the golf carts outside overnight; that all golf carts are brought indoors; that they also offer mobile services as well; that the hours of operation are proposed to be six days per week, from 9:00 am to 5:00 pm; that the hours will vary according to the season; that during the winter season, they do close earlier; that the business does not have gas-powered golf carts; that most neighborhoods require electric powered

carts; that due to this, there is no storage of oil or hazardous chemicals; that they do provide battery changes, however, the battery leaves as a core; that he is unsure of the way the other businesses are operating; that Sweet Disposition Bakery is located at the park; that he believed the park is utilized more for as a place for contractors to go, and that his landlord was in attendance for the meeting.

The Commission found two people present in the room who wished to speak in support of the Application, and no one present in opposition.

Mr. Rick Tucker spoke in support of the Application. Mr. Tucker stated he is the landlord of the property; that he has been the landlord for two to three decades; that Mr. Tribull and Beach Buggies, Inc. could not be better tenants; that their impact on the property is minimal; that they rent large square footage unit; that he has known them for a long time; that they do a phenomenal job, and he is in favor of the Application.

Ms. Ellen McGee spoke in support of the Application. Ms. McGee stated she lives and operates a business in the area; that 19 years ago, when Mr. Tucker started an industrial park project, he applied for what the need was at the time; that the needs have definitely changed over the last 19 years; that the area does not have enough commercial and retail properties, and due to this, there is a definite need for projects like this with the increase in development.

The Commission found that no one was present by teleconference who wished to speak in support of or in opposition to the Application.

Upon there being no further questions, Chairman Wheatley closed the public hearing.

At the conclusion of the public hearing, the Commission discussed the Application.

In relation to C/U 2403 Beach Buggies, LLC. Motion by Mr. Mears to defer action for further consideration, seconded by Ms. Wingate and carried unanimously. Motion carried 5-0.

Minutes of the July 13, 2023, Planning & Zoning Commission Meeting

The Commission discussed the Application, which had been deferred since June 22, 2023.

Mr. Mears moved that the Commission recommend approval of C/U 2403 Beach Buggies, LLC to amend the Conditions of Approval contained in Ordinance No. 1653 for Conditional Use No. 1492 based upon the record made during the public hearing and for the following reasons:

1. Ordinance No. 1653 for Conditional Use No. 1492 was approved by Sussex County Council on January 6, 2004, to allow warehousing on the subject property along Route 54.
2. At the time the original Conditional Use was approved, Condition No. 1 stated that **“The Project shall be used for indoor storage purposes only. There shall not be any outside storage, including boats or RVs, within the project.”** In addition, Condition No. 2 stated that **“There shall be no contracting work, office work or general business conducted on the site, and none of the units shall be occupied as the principal place of business by tenants, or owners of the units.”**
3. This area of Sussex County has evolved since the original Conditional Use was approved in 2004. Since then, the Bayside project has been approved and is nearly built out, along with

other large residential projects in the area. In addition, there are other commercially-zoned properties adjacent to this site and in the immediate area. The limitations on the use contained in Conditions 1 and 4 of the Ordinance no longer apply with respect to this site.

4. The Conditional Use has developed on this site with several warehouse buildings. It is appropriate to eliminate Conditions 1 and 4 of the Ordinance to allow retail and commercial sales to occur throughout the entire area of the Conditional Use.
5. No parties appeared in opposition to this application, and several people testified in favor of it. The owner of the entire Conditional Use site also appeared and testified in support of the request.
6. Revising the Conditions of Approval to permit retail sales is appropriate given the way in which this project has developed and the way in which the surrounding area has developed since 2004. For all of these reasons, these two conditions should be revised so that they now state:

Condition No. 1: “This project shall be used for warehousing, wholesale, and retail sales purposes only. Outdoor storage shall be limited to the retail or wholesale uses occurring within the project. There shall not be any other outside storage within the project.”

Condition No. 4: “There shall be no contracting or construction work conducted on the site.”

Motion by Mr. Mears, seconded by Ms. Wingate and carried unanimously to recommend approval of C/U 2403 Beach Buggies, LLC for the reasons and the conditions stated in the motion. Motion carried 3-0. Mr. Collins abstained.

Vote by roll call: Mr. Mears – yea, Ms. Wingate – yea, Chairman Wheatley - yea

PLANNING & ZONING COMMISSION

ROBERT C. WHEATLEY, CHAIRMAN
KIM HOEY STEVENSON, VICE-CHAIRMAN
R. KELLER HOPKINS
J. BRUCE MEARS
HOLLY J. WINGATE



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JAMIE WHITEHOUSE, AICP, MRTPI
DIRECTOR OF PLANNING & ZONING

PLANNING AND ZONING AND COUNTY COUNCIL INFORMATION SHEET
Planning Commission Public Hearing Date: June 22nd, 2023

Application: CU 2403 Beach Buggies, LLC

Applicant: Beach Buggies, LLC
38288 London Avenue
Selbyville, DE 19975

Owner: Rt. 54 Hook & Slice Golf Driving Range Inc.
38288 London Avenue, Unit 1
Selbyville, DE 19975

Site Location: Lying on the south side of Lighthouse Road (Rt. 54), approximately 0.41-mile northwest of Dickerson Road (S.C.R. 389).

Current Zoning: Agricultural Residential (AR-1) Zoning District

Proposed Zoning: Agricultural Residential (AR-1) Zoning District

Proposed Use: Retail & Commercial Sales

Comprehensive Land Use Plan Reference: Coastal Area

Councilmanic District: Mr. Hudson

School District: Indian River School District

Fire District: Roxana Fire Co.

Sewer: On-site septic

Water: Artesian Water Co.

Site Area: 10.80

Tax Map ID: 533-18.00-61.01



JAMIE WHITEHOUSE, AICP MRTPI
PLANNING & ZONING DIRECTOR
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Sussex County

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Memorandum

To: Sussex County Planning Commission Members
From: Mr. Elliott Young, Planner I
CC: Mr. Vince Robertson, Assistant County Attorney and Applicant
Date: June 7, 2023
RE: Staff Analysis for C/U 2403 Beach Buggies, LLC

This memo is to provide background and analysis for the Planning Commission to consider as a part of application C/U 2403 Beach Buggies, LLC to be reviewed during the June 22nd, 2023, Planning Commission Meeting. This analysis should be included in the record of this application and is subject to comments and information that may be presented during the public hearing.

The request is for a Conditional Use for Tax Parcel: 533-18.00-61.01 to allow for an amendment to the Conditions of Approval in Ordinance No. 1653 (Conditional Use No. 1492) to allow for retail and commercial sales to be permitted on the subject parcel. The property is located on the south side of Lighthouse Road (Rt. 54), approximately 0.41-mile northwest of Dickerson Road (S.C.R. 389). The parcel consists of 10.80 acres +/-.

Comprehensive Plan Analysis

The 2018 Sussex County Comprehensive Plan Update (Comprehensive Plan) provides a framework of how land is to be developed. As part of the Comprehensive Plan, a Future Land Use Map is included to help determine how land should be zoned to ensure responsible development. The Future Land Use map in the plan indicates that the subject property has land use designation of "Coastal Area." All surrounding properties to the north, south, east, and west of the subject site contain the Future Land Use Map designation of "Coastal Area."

As outlined in the 2018 Sussex County Comprehensive Plan, Coastal Areas are areas that can accommodate development provided that special environmental concerns are addressed. A range of housing types should be permitted in Coastal Areas, including single-family homes, townhouses, and multi-family units. Retail and office uses are appropriate, but larger shopping centers and office parks should be confined to selected locations with access along arterial roads. Appropriate mixed-use development should all be allowed. In doing so, careful mixtures of homes with light commercial, office and institutional uses can be appropriate to provide for convenient services and to allow people to work close to home. Major new industrial uses are not proposed in these areas. (Sussex County Comprehensive Plan, 4-15).

Zoning Information

The property is zoned Agricultural Residential (AR-1) District. One adjoining parcel (533-18.00-60.00) directly to the west of the subject parcel is zoned General Commercial (C-1) District.



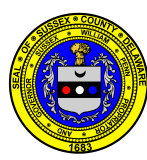
All other adjacent parcels to the south, west, and east of subject property are zoned Agricultural Residential (AR-1) District. The properties to the north on the other side Lighthouse Road (S.C.R. 381A) are also zoned Agricultural Residential (AR-1) District.

Existing Conditional Uses within the Vicinity of the Subject Site

Although there have been a number of Conditional Use Applications applied for in this area, since 2011, there have been four (4) Conditional Use applications within a 0.50-mile radius of the application site.

Conditional Use No.	Applicant	Use	CC Approval Date	Ordinance No.
1920	Collins 54, LLC	Storage Garage for trucks and equipment and a parking area	2/07/2012	2240
2023	Frank Miranda	Veterinarian office	9/15/2015	2416
2088	Billy Banning Enterprises, LLC	Dance Studio	Withdrawn	N/A
2271	Chris Brasure	Amend Conditions for Ordinance No. 2240 (CU 1920)	11/16/2021	2814

Based on the analysis of the land use, surrounding zoning and uses, the Conditional Use to amend the conditions of approval of Ordinance No. 1653 (Conditional Use No. 1492) to allow for commercial and retail sales to be permitted in this location, subject to considerations of scale and impact, this application could be considered as being consistent with the land use, area zoning and surrounding uses.



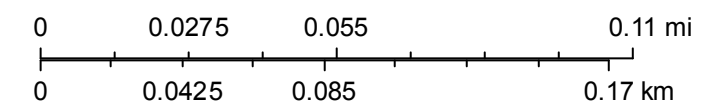
Sussex County

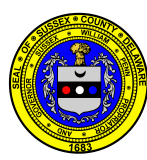


PIN:	533-18.00-61.01
Owner Name	RT 54 HOOK & SLICE GOLF DRIVING
Book	2124
Mailing Address	38288 LONDON AVE UNIT 1
City	SELBYVILLE
State	DE
Description	S/LIGHTHOUSE RD
Description 2	N/A
Description 3	N/A
Land Code	

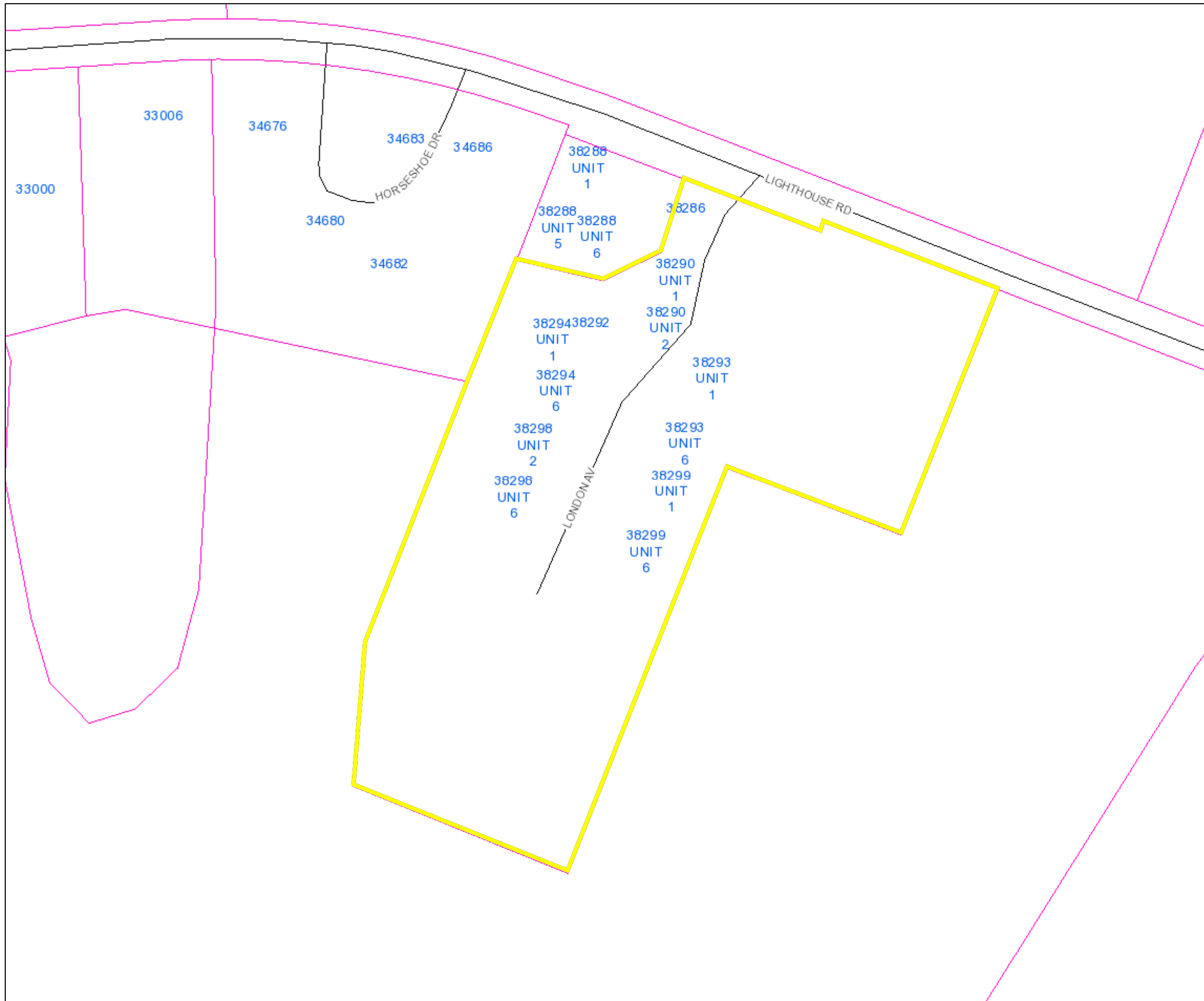
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- 911 Address
- Streets
- County Boundaries

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Sussex County



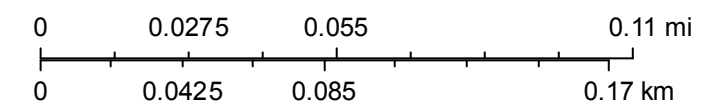
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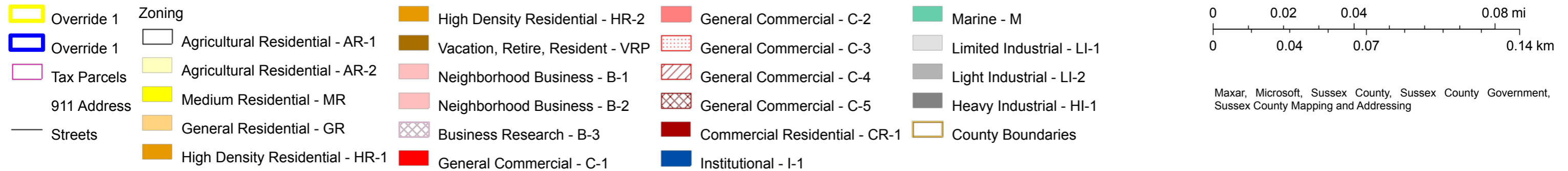
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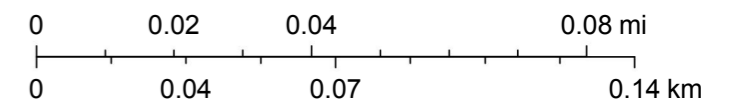
Sussex County



May 19, 2023



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Maxar, Microsoft, Sussex County, Sussex County Government, Sussex County Mapping and Addressing

Introduced: 6/6/23

Council District 4: Mr. Hudson
Tax I.D. No. 533-18.00-61.01
911 Address 38288 London Avenue, Units 50-53, Selbyville

ORDINANCE NO. ____

AN ORDINANCE TO GRANT A CONDITIONAL USE OF LAND IN AN AR-1 AGRICULTURAL RESIDENTIAL DISTRICT TO AMEND CONDITIONS OF APPROVAL FOR CONDITIONAL USE NO. 1492 (ORDINANCE NO. 1653), RELATING TO CONTRACTING WORK, OFFICE WORK, AND GENERAL BUSINESS TO BE CONDUCTED ON THE SITE, AND ALSO RELATING TO OCCUPANCY OF THE UNITS AS A PRINCIPAL PLACE OF BUSINESS TO BE LOCATED ON A CERTAIN PARCEL OF LAND LYING AND BEING IN BALTIMORE HUNDRED, SUSSEX COUNTY, CONTAINING 10.80 ACRES, MORE OR LESS.

WHEREAS, on the 22nd day of September 2022, a conditional use application, denominated Conditional Use No. 2403 was filed on behalf of Beach Buggies, LLC; and

WHEREAS, on the ____ day of _____ 2023, a public hearing was held, after notice, before the Planning and Zoning Commission of Sussex County, and said Planning and Zoning Commission recommended that Conditional Use No. 2403 be _____; and

WHEREAS, on the ____ day of _____ 2023, a public hearing was held, after notice, before the County Council of Sussex County and the County Council of Sussex County determined, based on the findings of facts, that said conditional use is in accordance with the Comprehensive Development Plan and promotes the health, safety, morals, convenience, order, prosperity and welfare of the present and future inhabitants of Sussex County, and that the conditional use is for the general convenience and welfare of the inhabitants of Sussex County.

NOW, THEREFORE, THE COUNTY OF SUSSEX HEREBY ORDAINS:

Section 1. That Chapter 115, Article IV, Subsection 115-22, Code of Sussex County, be amended by adding the designation of Conditional Use No 2403 as it applies to the property hereinafter described.

Section 2. The subject property is described as follows:

ALL that certain tract, piece or parcel of land, lying and being situate in Baltimore Hundred, Sussex County, Delaware, and lying on the south side of Lighthouse Road (Rt. 54) approximately 0.41-mile northwest of Dickerson Road (S.C.R. 389) and being more particularly described in the attached Lot Line Adjustment Plan prepared by John B. Roach, P.E., said parcel containing 10.80 acres, more or less.

This Ordinance shall take effect immediately upon its adoption by majority vote of all members of the County Council of Sussex County, Delaware.



Memorandum

To: Sussex County Council
The Honorable Michael H. Vincent
The Honorable Cynthia C. Green
The Honorable Douglas B. Hudson
The Honorable John L. Rieley
The Honorable Mark G. Schaeffer

From: Jamie Whitehouse, AICP, Director of Planning & Zoning

CC: Everett Moore, County Attorney

Date: July 28, 2023

RE: County Council Report for C/Z 1988 filed on behalf of Jeffrey & Linda Babinski

The Planning and Zoning Department received an application (C/Z 1988 filed on behalf of Jeffrey & Linda Babinski) for a Change of Zone of parcel 530-9.00-57.03 from an AR-1 Agricultural Residential District to a GR General Residential District. The property is located at on the west side of Delaware Drive (SCR 16C) approximately 566 feet south of Hickman Road (Rt.16). The parcel size is 0.75 acres +/-

The Planning & Zoning Commission held a Public Hearing on the application on June 22, 2023. At the meeting of June 22, 2023, the Planning & Zoning Commission recommended approval of the application for the 6 reasons as outlined within the motion (copied below).

Below are the minutes from the Planning & Zoning Commission meeting of June 22, 2023.

Minutes of the June 22, 2023, Planning & Zoning Commission Meeting

C/Z 1988 Jeffrey & Linda Babinski

AN ORDINANCE TO AMEND THE COMPREHENSIVE ZONING MAP OF SUSSEX COUNTY FROM AN AR-1 AGRICULTURAL RESIDENTIAL DISTRICT TO A GR GENERAL RESIDENTIAL DISTRICT FOR A CERTAIN PARCEL OF LAND LYING AND BEING IN NORTHWEST FORK HUNDRED, SUSSEX COUNTY, CONTAINING 0.75 ACRE, MORE OR LESS. The property is lying on the west side of Delaware Drive (S.C.R. 16C), approximately 566 feet south of Hickman Road (Rt. 16). 911 Address: N/A. Tax Map Parcel: 530-9.00-57.03.

Mr. Whitehouse advised the Commission that submitted into the record were the Applicant's exhibits,



the Applicant's Preliminary Site Plan, a letter submitted by the Applicant, a letter from the Department of Veteran Affairs, a letter from the Sussex County Engineering Department, the DelDOT Service Level Evaluation Response, the DelDOT Letter of No Objection, the Staff Analysis and the legal description of the property. Mr. Whitehouse stated that zero comments had been received for the Application.

The Commission found that Mr. Jeffery Babinski spoke on behalf of his Application. Mr. Babinski stated he resides on a property adjacent to the site; that the property is located along a short, dead-end road, just outside the Town of Greenwood; that he and his wife purchased the property, to allow their daughter to live adjacent to them, and their daughter wants to place a single-wide manufactured home on the property for herself, and her dogs.

Chairman Wheatley questioned if there were other single-wide manufactured homes located within the surrounding area.

Mr. Babinski stated there were no other single-wide manufactured homes located within the surrounding area, as the particular area is zoned AR-1 (Agricultural Residential) and does not permit single-wide manufactured homes.

The Commission found one person in the room who wished to speak in support of the Application and no one present in opposition.

Mr. Charlotte Tarr spoke in support of the Application. Ms. Tarr stated she resides along Hickman Rd.; that she has known the Babinski family forever, as they have lived in Greenwood, at the same address for a long time; that their daughter is attending school, pursuing her education; that their daughter is an Army veteran; that it is imperative that their daughter live adjacent to her parents; that their daughter deserves it; that their daughter is ready to shop for her own modular home and they all respectfully requested the Commission grant favorable approval.

The Commission found there was no one present by teleconference line who wished to speak in support of or in opposition to the Application.

Upon there being no further questions, Chairman Wheatley closed the public hearing.

At the conclusion of the public hearing, the Commission discussed the Application.

Mr. Robertson read Mr. Hopkins' prepared motion, per Mr. Hopkins' request.

Mr. Hopkins moved that the Commission recommend approval of C/Z 1988 for Jeffrey & Linda Babinski to change the zone of their property from AR-1 (Agricultural Residential) to GR (General Residential) District for the following reasons:

1. Given the small size of the property, the Change in Zone to GR will not allow for any expansive or intensive uses on the property.
2. The site is very close to the municipal boundaries of the Town of Greenwood.
3. The Applicant seeks to rezone this property to place a single-wide manufactured home on the property.
4. The Change of Zone to GR will not adversely affect neighboring properties or area roadways.

The Applicant has stated that the roadway currently does not have a lot of traffic, and any development of this property will not generate significant additional traffic.

5. Several neighbors appeared and testified in favor of this rezoning.
6. No parties appeared in opposition to the Application.

Motion by Mr. Hopkins, seconded by Mr. Wingate and carried unanimously to recommend approval of C/Z 1988 Jeffrey & Linda Babinski, for the reasons stated in the motion. Motion carried 5-0.

Vote by roll call: Mr. Mears – yea, Ms. Wingate – yea, Ms. Stevenson – yea, Mr. Hopkins – yea, Chairman Wheatley – yea

Mr. Mears voted yea on the motion for the reasons stated in the motion.

Ms. Wingate voted yea on the motion for the reasons stated in the motion.

Ms. Stevenson voted yea on the motion for the reasons stated in the motion.

Mr. Hopkins voted yea on his motion for the reasons stated in his motion.

Chairman Wheatley voted yea on the motion for the reasons stated in the motion.

PLANNING & ZONING COMMISSION

ROBERT C. WHEATLEY, CHAIRMAN
KIM HOEY STEVENSON, VICE-CHAIRMAN
R. KELLER HOPKINS
J. BRUCE MEARS
HOLLY J. WINGATE



Sussex County

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sussexcountyde.gov
302-855-7878 T
JAMIE WHITEHOUSE, AICP, MRTPI
DIRECTOR OF PLANNING & ZONING

PLANNING AND ZONING AND COUNTY COUNCIL INFORMATION SHEET

Planning Commission Public Hearing Date: June 22, 2023

County Council Public Hearing Date: August 1, 2023

Application: C/Z 1988 Jeffrey & Linda Babinski

Applicant: Jeffrey & Linda Babinski
13156 Delaware Dr
Greenwood, DE 19950

Owner: Jeffrey & Linda Babinski
13156 Delaware Dr
Greenwood, DE 19950

Site Location: Lying on the west side of Delaware Drive (S.C.R. 16C), approximately 566 feet south of Hickman Road (Rt. 16).

Current Zoning: Agricultural Residential (AR-1) Zoning District

Proposed Zoning: General Residential (GR) Zoning District

Proposed Use: Placement of a single-wide manufactured home

Comprehensive Land Use Plan Reference: Developing Area

Councilmanic District: Ms. Green

School District: Woodbridge School District

Fire District: Greenwood Fire Department

Sewer: Onsite septic

Water: Onsite well

Site Area: 0.75 acres +/-

Tax Map IDs: 530-9.00-57.03



JAMIE WHITEHOUSE, AICP MRTPI
PLANNING & ZONING DIRECTOR
(302) 855-7878 T
jamie.whitehouse@sussexcountype.gov



Sussex County

DELAWARE
sussexcountype.gov

Memorandum

To: Sussex County Planning Commission Members
From: Mx. Jesse Lindenberg, Planner I
CC: Mr. Vince Robertson, Assistant County Attorney, and applicant
Date: May 23, 2023
RE: Staff Analysis for C/Z 1988 Jeffrey & Linda Babinski

This memo is to provide background and analysis for the Planning Commission to consider as a part of application C/Z 1988 Jeffrey & Linda Babinski to be reviewed during the June 22, 2023, Planning Commission Meeting. This analysis should be included in the record of this application and is subject to comments and information that may be presented during the public hearing.

The request is for a Change of Zone for Tax Parcel 530-9.00-57.03 to allow for a change of zone from an Agricultural Residential (AR-1) District to a General Residential (GR) District. The property is lying on the west side of Delaware Drive (S.C.R. 16C), approximately 566 miles south of Hickman Road (Rt. 16). The parcel consists of 0.75 acres +/-.

Comprehensive Plan Analysis

The 2018 Sussex County Comprehensive Plan Update (Comprehensive Plan) provides a framework of how land is to be developed. As part of the Comprehensive Plan, a Future Land Use Map is included to help determine how land should be zoned to ensure responsible development. The Future Land Use map in the plan indicates that the subject property has land use designation of "Developing Area." The properties to the north, south, west, and east (across Delaware Dr.) all have a land use designation of "Developing Area."

As outlined within the 2018 Sussex County Comprehensive Plan, Developing Areas are newer, emerging growth areas that demonstrate the characteristics of developmental pressures. A range of housing types are appropriate in Developing Areas, including single family homes, townhouses, and multi-family units. In selected areas and at appropriate intersections, commercial uses should be allowed. A variety of office uses would be appropriate in many areas. Portions of the Developing Areas with good road access and few nearby homes should allow for business and industrial parks. Appropriate mixed-use development should also be allowed.

The 2018 Sussex County Comprehensive Plan outlines Zoning Districts by their applicability to each Future Land Use category. Under Table 4.5-2 "Zoning Districts Applicable to Future Land Use Categories", the General Residential (GR) District is listed as an Applicable Zoning District within the "Developing Area" (Sussex County Comprehensive Plan, 4-25).



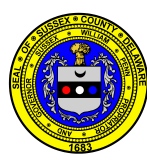
Zoning Information

The property is zoned Agricultural Residential (AR-1) District. The adjacent parcels to the north, south, west, and east (across Delaware Dr.) of the subject property are also zoned Agricultural Residential (AR-1) District.

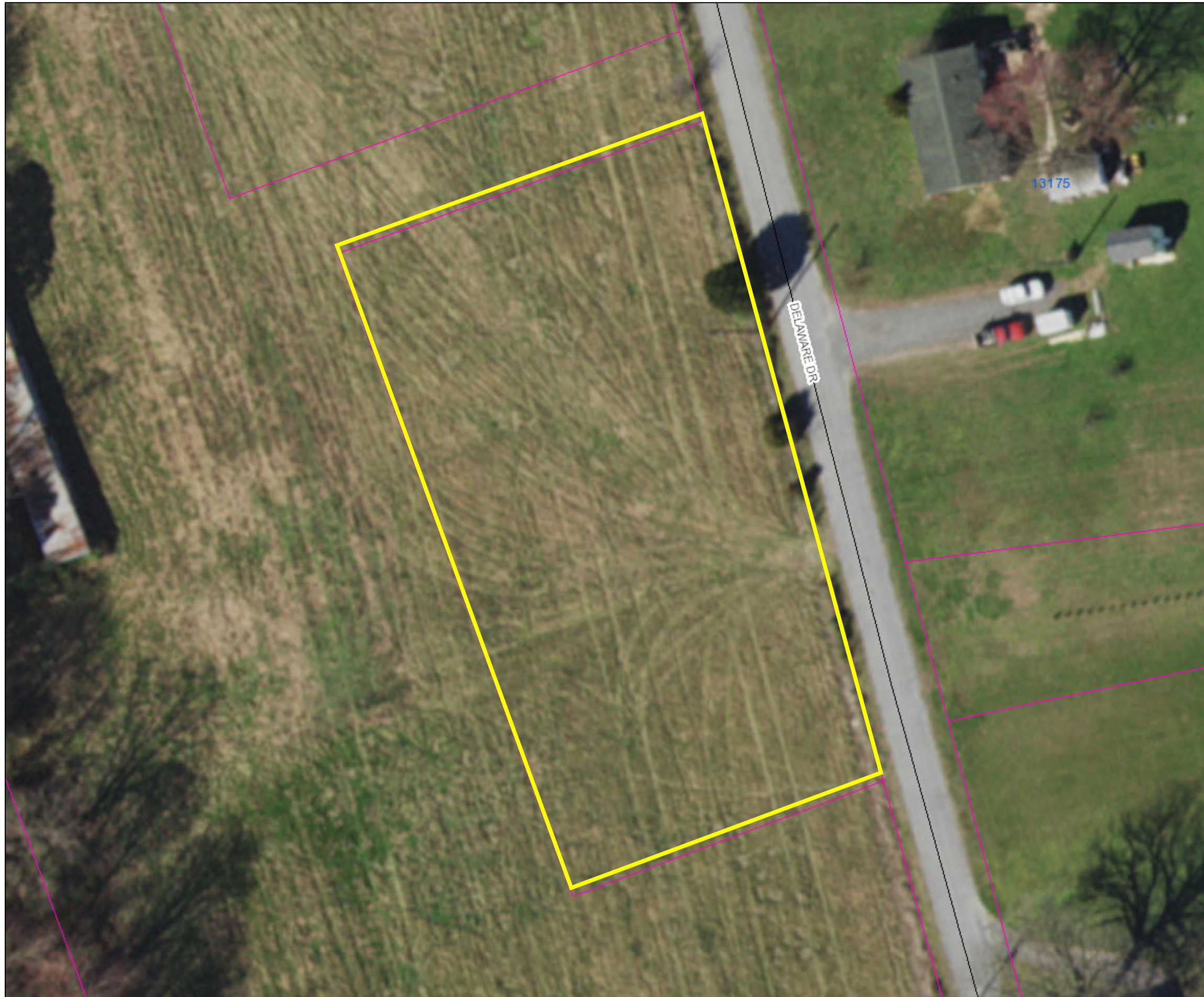
Existing Change of Zone Applications within the Vicinity of the Subject Site

Since 2011, there have been zero (0) Change of Zone applications within a one (1) mile radius of the application site.

Based on this analysis, a Change of Zone from an Agricultural Residential (AR-1) District to a General Residential (GR) District could be considered as being consistent with the land use, area zoning and surrounding uses.



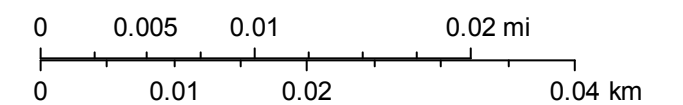
Sussex County



PIN:	530-9.00-57.03
Owner Name	BABINSKI JEFFREY P
Book	5683
Mailing Address	13156 DELAWARE DR
City	GREENWOOD
State	DE
Description	W/DELAWARE DR
Description 2	LOT 1
Description 3	N/A
Land Code	

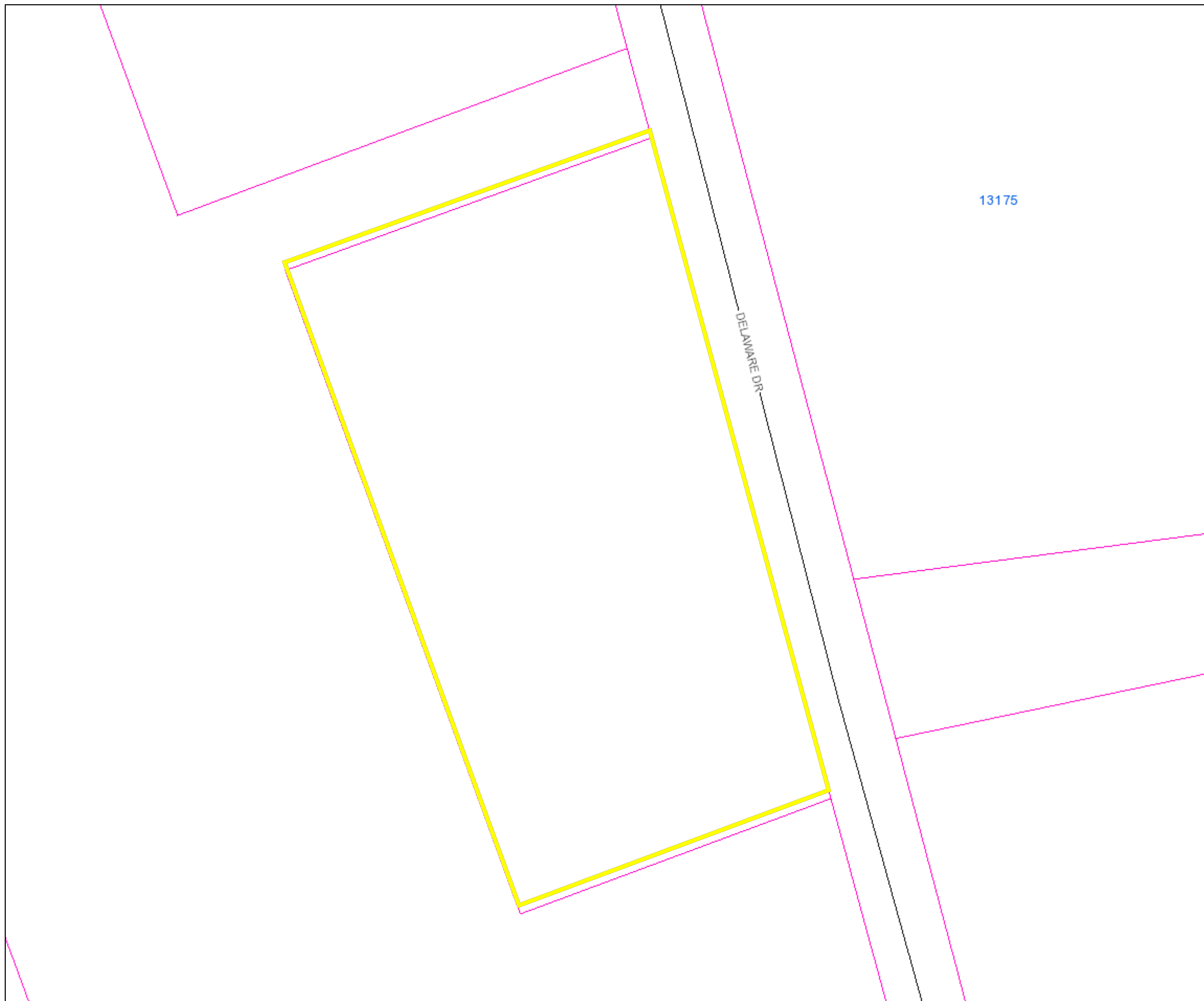
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- Tax Parcels
- 911 Address
- Streets

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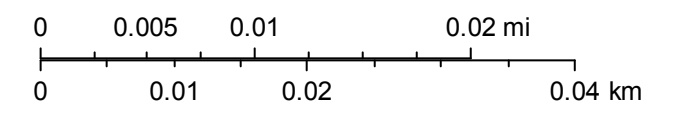
Sussex County



PIN:	530-9.00-57.03
Owner Name	BABINSKI JEFFREY P
Book	5683
Mailing Address	13156 DELAWARE DR
City	GREENWOOD
State	DE
Description	W/DELAWARE DR
Description 2	LOT 1
Description 3	N/A
Land Code	

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- Override 1
- Tax Parcels
- 911 Address
- Streets

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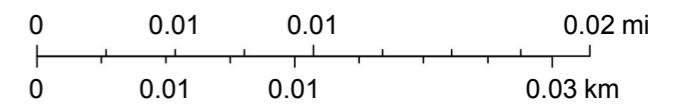
Sussex County



May 19, 2023

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Override 1	Zoning	High Density Residential - HR-2	General Commercial - C-2	Marine - M
Override 1	Agricultural Residential - AR-1	Vacation, Retire, Resident - VRP	General Commercial - C-3	Limited Industrial - LI-1
Tax Parcels	Agricultural Residential - AR-2	Neighborhood Business - B-1	General Commercial - C-4	Light Industrial - LI-2
911 Address	Medium Residential - MR	Neighborhood Business - B-2	General Commercial - C-5	Heavy Industrial - HI-1
Streets	General Residential - GR	Business Research - B-3	Commercial Residential - CR-1	County Boundaries
	High Density Residential - HR-1	General Commercial - C-1	Institutional - I-1	



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