

Sussex County Council Public/Media Packet

**MEETING:
August 10, 2021**

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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 10, 2021

10:00 A.M.

Call to Order

Approval of Agenda

Approval of Minutes – July 27, 2021

Reading of Correspondence

Public Comments

Consent Agenda

1. Use of Existing Wastewater Infrastructure Agreement, IUA-1156
Cardinal Grove Project, West Rehoboth Area
2. Use of Existing Wastewater Infrastructure Agreement, IUA-1126
Southern Landing Project – Millville Area

Todd Lawson, County Administrator

1. Recognition of Retiree – Mark Sheridan
2. Administrator's Report

Michael Costello, Government Affairs Manager

1. Vehicle Request for Proposals (RFP)



Hans Medlarz, County Engineer

- 1. Sussex County Public Safety Building**
 - A. Recommendation to Award**
 - B. George, Miles & Buhr – Architectural Contract
Approval of Amendments 2 and 3**
- 2. Professional Environmental Services, Project 19-23 and Environmental Services
IBRWF Geotechnical Engineering Services**
 - A. Approval for increase to 19-23**
 - B. Approval of 3rd Budget Revision to Base Contract**
- 3. Western and Eastern Sussex County Property Site Maintenance Contracts
Contract Modifications to “year over year” with CPI adjustment**
- 4. South Coastal WRF Treatment Process Upgrade No. 3 & Rehoboth Beach WTP
Capital Improvement Program, Phase 2**
 - A. Electrical Construction, Project C19-17, Change Order 10**
 - B. General Construction, Project C19-11, Change Order 13**

Grant Requests

- 1. First State Community Action Agency for Walker’s Mill Community Center
Building Repair**
- 2. Partnership for the Delaware Estuary for an ecotourism investment strategy**

Introduction of Proposed Zoning Ordinances

Council Members’ Comments

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

Possible action on Executive Session items

1:30 p.m. Public Hearings

Conditional Use No. 2250 filed on behalf of Paola Pacheco Vasquez

“AN ORDINANCE TO GRANT A CONDITIONAL USE OF LAND IN AN AR-1 AGRICULTURAL RESIDENTIAL DISTRICT FOR A CONSTRUCTION BUSINESS, WORK TRAILER, AND OUTDOOR STORAGE TO BE LOCATED ON A CERTAIN PARCEL OF LAND LYING AND BEING IN CEDAR CREEK HUNDRED, SUSSEX COUNTY, CONTAINING 2.968 ACRES, MORE OR LESS” (property lying on the northwest side of Clendaniel Road [S.C.R. 625] approximately 0.65 mile west of Dupont Boulevard [Route 113]) (Tax I.D. No. 230-12.00-10.04) (911 Address: None Available)

Conditional Use No. 2254 filed on behalf of Richard L. Tilghman, Jr. and Kelsey R. Dickerson Tilghman

“AN ORDINANCE TO GRANT A CONDITIONAL USE OF LAND IN A GR GENERAL RESIDENTIAL DISTRICT FOR AN AUTO GLASS TINTING SHOP TO BE LOCATED ON A CERTAIN PARCEL OF LAND LYING AND BEING IN LITTLE CREEK HUNDRED, SUSSEX COUNTY, CONTAINING 1.021 ACRES, MORE OR LESS” (property lying on the north side of West Line Road (S.C.R. 512), approximately 0.24 mile east of Old Racetrack Road (S.C.R. 502) (Tax I.D. 532-19.00-52.00) (911 Address: 8227 W. Line Road, Delmar)

Conditional Use No. 2259 filed on behalf of The Evergreene Companies, LLC, c/o Tim Naughton

“AN ORDINANCE TO GRANT A CONDITIONAL USE OF LAND IN A MR MEDIUM DENSITY RESIDENTIAL ZONING DISTRICT FOR MULTI-FAMILY DWELLING UNITS (30 UNITS) TO BE LOCATED ON A CERTAIN PARCEL OF LAND LYING AND BEING IN BALTIMORE HUNDRED, SUSSEX COUNTY, CONTAINING 11.96 ACRES, MORE OR LESS” (property lying on the north side of Fred Hudson Road (S.C.R. 360), approximately 0.25 mile east of Cedar Neck Road [S.C.R. 357]) (Tax I.D. No. 134-13.00-72.02) (911 Address: None Available)

Adjourn

-MEETING DETAILS-

In accordance with 29 Del.C. §10004(e)(2), this Agenda was posted on August 3, 2021 at 4:00 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 27, 2021

A regularly scheduled meeting of the Sussex County Council was held on Tuesday, July 27, 2021, 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 320 21
Amend
and
Approve
Agenda**

A Motion was made by Mr. Hudson, seconded by Mr. Rieley, to amend the Agenda by deleting “Recognition of former Board of Adjustment member Brent Workman”, and to approve the Agenda, as amended.

Motion Adopted: 5 Yeas.

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

**Minutes
Approved**

It was noted that the recognition will be rescheduled.

The minutes of July 13, 2021 were approved by consent.

**M 321 21
Amend
06/29/21
Minutes**

A Motion was made by Mrs. Green, seconded by Mr. Rieley, to amend the minutes of June 29, 2021 (Motion No. M 273 21) to reflect that the donation to the Little League Baseball, Inc. for Woodbridge Little League field upgrades was \$5,000.00, not \$2,500.00 (\$5,000.00 from Mrs. Green’s Councilmanic Grant Account).

Motion Adopted: 5 Yeas.

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

**M 322 21
Approve
Consent
Agenda
Item**

A Motion was made by Mr. Rieley, seconded by Mr. Hudson, to approve the following item listed under the Consent Agenda:

- 1. Use of Existing Wastewater Infrastructure Agreement for 7-Eleven Bridgeville Project (Western Sussex Area) – IUAWS-1**

Motion Adopted: 5 Yeas.

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

**Library
Advisory
Board**

Mr. Lawson announced that a vacancy exists on the Library Advisory Board (District 4). John Monahan's term expired in June and he has indicated that he can no longer serve on the Committee.

**M 323 21
Approve
Appoint-
ment to
Library
Advisory
Board**

A Motion was made by Mr. Hudson, seconded by Mr. Rieley, that the Sussex County Council approves the appointment of Kathy Green to the Sussex County Library Advisory Board, effective immediately, until such time as the term expires in June 2024.

Motion Adopted: 5 Yeas.

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

**Adminis-
trator's
Report**

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

- 1. Delaware State Police Activity Report**

The Delaware State Police year-to-date activity report for June 2021 is attached listing the number of violent crime arrests, as well as total traffic charges and corresponding arrests. In addition, DUI and total vehicle crashes investigated are listed. In total, there were 193 troopers assigned to Sussex County for the month of June.

- 2. Projects Receiving Substantial Completion**

Per the attached Engineering Department Fact Sheets, the following projects have received Substantial Completion: Coastal Corner (Fred Hudson Property) effective July 1st; Marsh Farm Estates - Phase 4B, effective July 15th; and Americana Bayside - Weideman Parcel - Phase 3 (Construction Record) effective July 22nd.

- 3. Council Meeting Schedule**

A reminder that Council will not meet on August 3rd. The next regularly scheduled Council meeting will be held on Tuesday, August

**Administrator's
Report
(continued)**

10th, at 10:00 a.m.

4. Ray Webb

It is with sadness that we note the passing of County pensioner Ray Webb on Sunday, July 18th. Mr. Webb began his career with Sussex County in August 1977 and retired as the Facilities Manager in January 2010 with 32 years of service. We would like to extend our condolences to the Webb family.

5. Joanna Johnson

It is with sadness that we also note the passing of County pensioner Joanna Johnson on Monday, July 19th. Ms. Johnson began her career with Sussex County in November 1979 and retired as a Permit Tech III in November 2002 with 23 years of service. We would like to extend our condolences to the Johnson family.

(Attachments to the Administrator's Report are not attached to the minutes.)

**Housing
Trust
Fund**

Brandy Nauman, Director of Community Development and Housing, gave a presentation on the new Housing Trust Fund initiative. Mrs. Nauman noted that, in April 2019, the County contracted with LSA Planning for a Housing Needs & Market Analysis, an Economic Feasibility Analysis, and a Housing Opportunities and Market Evaluation (HOME). The final recommendations resulting from the Housing Opportunities and Market Evaluation (HOME) are as follows:

- Strategy 1 – Modify the Zoning Code to promote housing affordability in growth areas identified in the Comprehensive Plan**
- Strategy 2 - Establish a Local Housing Trust Fund**
- Strategy 3 - Preserve the existing supply of affordable housing**

Mrs. Nauman noted that discussion on this date focuses on Strategy 2. The Housing Trust Fund initiative was approved by Council in the FY2021 Budget; however, due to the COVID-19 pandemic and economic uncertainty, this initiative was tabled until this year. County Council recently voted to approve \$500,000 for the Housing Trust Fund for the FY2022 Budget. She reported that the Housing Trust Fund (1) will fill the gap between the cost of producing market-rate housing and producing below market-rate housing for lower-income households, especially for those earning 50% of Area Median Income (AMI) and below, (2) can be used to leverage other funding, and (3) offers greater flexibility with fewer regulations than federal or state resources. Mrs. Nauman stated that they are proposing a pilot program of \$500,000 and that there are two parts to the Trust Fund: \$400,000 for the Development Loan Fund and \$100,000 for direct homebuyer assistance. She noted that with the Council's assistance, an Advisory Board will be created to oversee funding approvals. Advisory

**Housing
Trust
Fund
(continued)**

Board Members are recommended to include the Finance Director, Community Development & Housing Director, Economic Development Director, an Affordable Housing Advocate, and a Financial Institution Representative.

Mrs. Nauman explained the Development Loan Fund initiative including the application process, applicants/projects qualifications, funding sources, financing terms, review and evaluation of applications by the Advisory Board, intended activities, and goals and objectives.

Mrs. Nauman explained that the Homebuyer Assistance component would be administered internally by the Community Development and Housing Department. She further explained qualifying criteria, funds availability, and the disbursement procedure. She noted that the Homebuyer Assistance is in the amount of \$100,000 - \$10,000 maximum per household. Mrs. Nauman noted that these monies could assist homebuyers with closing/settlement costs. Additionally, Mrs. Nauman explained the funding source, finance terms, and the goals and objectives of the program.

Mrs. Nauman commented on the next steps: seek feedback from stakeholders, establish the Housing Trust Fund framework, receive Council's final approval, appoint the Advisory Board, and make funding available. The goal is to have the program available at the beginning of 2022.

**Western
Sussex Area/
Municipal
Transition
Agreement/
Greenwood**

Hans Medlarz, County Engineer, presented Addendum No. 1 to the Municipal Transition Agreement between the County and the Town of Greenwood concerning the wastewater system (Western Sussex Area of the Unified Sewer District). Addendum No. 1 adds additional entities with pre-paid sewer connection fees to the agreement. Mr. Medlarz reported that the Town of Greenwood has approved the agreement.

**M 324 21
Approve
Addendum
to Sewer
Operations
and
Transition
Agreement/
Town of
Greenwood**

A Motion was made by Mrs. Green, seconded by Mr. Schaeffer, based upon the recommendation of the Sussex County Engineering Department, that the Sussex County Council approves Addendum No. 1 to the Sewer Operations and Transition Agreement between Sussex County and the Town of Greenwood, in principle.

Motion Adopted: 5 Yeas.

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

**New Road
Estates
Pavement
Improve-
ments**

Hans Medlarz, County Engineer, presented a Final Balancing Change Order and request to grant Substantial Completion for the New Road Estates Pavement Improvements Project, Project T21-08. The Change Order, in the amount of \$1,790.64, is to reconcile items and quantities and is a result of a design change and overruns/underruns in quantity.

**M 325 21
Approve
Change
Order/
New Road
Estates
Pavement
Improve-
ments
Contract**

A Motion was made by Mr. Schaeffer, seconded by Mr. Hudson, based upon the recommendation of the Sussex County Engineering Department, that Change Order No. 2 for Contract T21-08, New Road Estates Pavement Improvements, be approved for final balancing, increasing the total contract amount by \$1,790.64, and that Substantial Completion be granted effective July 1, 2021, with retainage released in accordance with the Contract documents.

Motion Adopted: 5 Yeas.

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

**Ocean
Outfall
Inspection
Project/
Inspection
Results and
Future
Actions**

Mark Parker, Assistant County Engineer, reported on the inspection results and future actions for the Ocean Outfall Inspection Project, Project G21-06. In 2020, TNJ Marine, Inc. was awarded the project. The inspection was performed in May 2021, with the Final Inspection Report being submitted on July 2, 2021. Mr. Parker reported that the results of the inspection were generally favorable and he presented the recommended actions including system repairs, system observations, and pipeline cathodic protection upgrade.

**M 326 21
Establish
Detailed
Scope and
Cost for
System
Repairs/
Ocean
Outfall
Inspection
Project**

A Motion was made by Mr. Rieley, seconded by Mr. Hudson, based upon the recommendation of the Sussex County Engineering Department and based on recent inspection results of the Ocean Outfall System, that the design build team consisting of GHD Group and Specialty Underwater Services be established to develop a detailed scope and cost for the required system repairs for an initial not to exceed cost of \$25,000.00.

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/
Warrington
Road
Extension
of the
SCUSSD**

A Public Hearing was held to consider extending the boundary of the Sussex County Unified Sanitary Sewer District (SCUSSD), West Rehoboth Area, to include four parcels of land on the south side of Warrington Road in Rehoboth Beach.

John Ashman, Director of Utility Planning & Design, reported that the Engineering Department received a request from the property owners of Parcel Nos. 334-12.00-117.00 and 118.00. This annexation would also include two adjacent parcels. Mr. Ashman stated that all four parcels can receive sanitary sewer service with the installation of a low pressure line installed along Warrington Road with the use of an individual grinder pump system. The project would be responsible for System Connection Charges in place at the time of connection.

**Public Hearing/
Warrington Road
Extension
of the
SCUSSD
(continued)**

Mike and Tina Fannin, and C.J. Bailey, property owners on Warrington Road, spoke in support of the proposed extension and stated that their septic systems are showing signs of failing.

David Walters, property owner on Warrington Road, stated that he has no objections to the proposed extension; however, he has concerns with the Engineering Department's proposal for a mechanical pressure system instead of the gravity fed system, due to the higher maintenance issues associated with a mechanical pressure system.

There were no additional public comments.

Mr. Ashman and Hans Medlarz, County Engineer, responded to questions raised by Council regarding Mr. Walters' concerns. They reported that the Engineering Department would need to obtain four easements for a gravity fed system and that one of the easements would need to be obtained from the Homeowners Association. Additionally, a DelDOT permit would be needed.

The Public Hearing was closed.

The Council left the record open for a report from Council on the possibility of obtaining the necessary easements; the Engineering Department will report back within 60 days.

**M 327 21
Adopt
R 018 21**

A Motion was made by Mr. Hudson, seconded by Mr. Schaeffer, to Adopt Resolution No. R 018 21 entitled "A RESOLUTION TO EXTEND THE BOUNDARY OF THE SUSSEX COUNTY UNIFIED SANITARY SEWER DISTRICT (SCUSSD) TO INCLUDE PARCELS 334-12.00-117.00, 118.00, 118.01 AND 118.02 ON THE SOUTH SIDE OF WARRINGTON ROAD; THE PARCELS ARE LOCATED IN THE LEWES AND REHOBOTH HUNDRED, SUSSEX COUNTY, DELAWARE, 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**

**Proposed
Marlin Cove
Expansion
of the
SCUSSD/
Request
to Post
Notices**

John Ashman, Director of Utility Planning and Design, presented a request to prepare and post notices for the Proposed Marlin Cove Expansion of the Sussex County Unified Sanitary Sewer District (Fenwick Island Area). The Engineering Department received a request from Vista Design, Inc. on behalf of their client, Atlantic Building Associates, Inc., the owners/developers of a project to be known as Marlin Cove. The project is proposing 49 units. Two of the three parcels are already in the sewer district; this request is to include Parcel No. 533-19.00-8.01. The project

(continued) will be responsible for System Connection Charges of \$6,600.00 per EDU based on current rates.

M 328 21
Authorize
Notices/
Marlin Cove
Expansion
of the
SCUSSD

A Motion was made by Mr. Schaeffer, seconded by Mr. Rieley, that the Sussex County Engineering Department is authorized to prepare and post notices for the Marlin Cove Expansion of the Sussex County Unified Sanitary Sewer District to include Parcel No. 533-19.00-8.01, 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

Proposed
Scenic
Manor
Expansion
of the
SCUSSD/
Request
to Post
Notices

John Ashman, Director of Utility Planning and Design, presented a request to prepare and post notices for the Proposed Scenic Manor Expansion of the Sussex County Unified Sanitary Sewer District (Mulberry Knoll Area). The Engineering Department received a request from Morris & Ritchie Associates, Inc. on behalf of their client, MKR Land Investment, LLC, the owners/developers of a project to be known as Scenic Manor. The project is proposing 319 units. This request is to include Parcel No. 334-18.00-43.00. The project will be responsible for System Connection Charges of \$6,600.00 per EDU based on current rates.

M 329 21
Authorize
Posting
of Notices/
Proposed
Scenic
Manor
Exp. of the
SCUSSD

A Motion was made by Mr. Hudson, seconded by Mr. Rieley, that the Sussex County Engineering Department is authorized to prepare and post notices for the Scenic Manor Expansion of the Sussex County Unified Sanitary Sewer District to include Parcel No. 334-18.00-43.00, 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

Grant
Requests

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

M 330 21
Council-
manic
Grant

A Motion was made by Mr. Rieley, seconded by Mr. Hudson, to give \$1,000.00 from Mr. Vincent's Councilmanic Grant Account to the Western Sussex Chamber of Commerce for the Broad Creek Bike and Brew fundraiser.

Motion Adopted: 5 Yeas.

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

M 331 21 Councilmanic Grant **A Motion was made by Mrs. Green, seconded by Mr. Schaeffer, to give \$4,000.00 from Mrs. Green’s Councilmanic Grant Account to the Town of Ellendale for park playground renovations.**

Motion Adopted: 5 Yeas.

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

M 332 21 Councilmanic Grant **A Motion was made by Mrs. Green, seconded by Mr. Schaeffer, to give \$2,500.00 from Mrs. Green’s Councilmanic Grant Account to the Town of Georgetown for National Night Out event expenses.**

Motion Adopted: 5 Yeas.

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

M 333 21 Councilmanic Grant **A Motion was made by Mr. Hudson, seconded by Mr. Rieley, to give \$1,000.00 (\$500.00 each from Mr. Hudson’s and Mr. Schaeffer’s Councilmanic Grant Accounts) to AIDS Delaware, Inc. for the AIDS Walk Delaware fundraiser.**

Motion Adopted: 5 Yeas.

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

M 334 21 Councilmanic Grant **A Motion was made by Mr. Rieley, seconded by Mr. Hudson, to give \$500.00 from Mr. Rieley’s Councilmanic Grant Account to the Lower Sussex Little League for Eastern Regional traveling expenses.**

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. Hudson introduced the Proposed Ordinance entitled “AN ORDINANCE TO GRANT A CONDITIONAL USE OF LAND IN A GENERAL RESIDENTIAL DISTRICT FOR OUTDOOR BOAT STORAGE AND OVERFLOW PARKING TO BE LOCATED ON A CERTAIN PARCEL OF LAND LYING AND BEING IN INDIAN RIVER HUNDRED, SUSSEX COUNTY, CONTAINING 1.006 ACRES, MORE OR LESS” (Conditional Use No. 2257) filed on behalf of Indian River Volunteer Fire Co., Inc. (Tax I.D. No. 234-34.08-53.00 (part of) (911 Address: None Available).**

**Introduction
of Proposed
Ordinances
(continued)**

Mrs. Green introduced the Proposed Ordinance entitled “AN ORDINANCE TO GRANT A CONDITIONAL USE OF LAND IN AN AR-1 AGRICULTURAL RESIDENTIAL DISTRICT FOR STORAGE UNITS AND OFFICES TO BE LOCATED ON A CERTAIN PARCEL OF LAND LYING AND BEING IN LEWES AND REHOBOTH HUNDRED, SUSSEX COUNTY, CONTAINING 0.63 ACRES, MORE OR LESS” (Conditional Use No. 2261) filed on behalf of What Is Your Voice, Inc. (Tax I.D. No. 334-6.00-515.00) (911 Addresses: 17583 Shady Road, Lewes).

Mr. Vincent introduced the 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 NANTICOKE HUNDRED, SUSSEX COUNTY, CONTAINING 1.902 ACRES, MORE OR LESS” (Conditional Use No. 2278) filed on behalf of Branson James (Tax I.D. No. 231-22.00-16.00) (911 Address: 17638 Dusty Road, Georgetown).

Mr. Rieley introduced the Proposed Ordinance entitled “AN ORDINANCE TO GRANT A CONDITIONAL USE OF LAND IN A MR MEDIUM DENSITY RESIDENTIAL DISTRICT FOR MULTI-FAMILY (32 UNITS) TO BE LOCATED ON A CERTAIN PARCEL OF LAND LYING AND BEING IN BALTIMORE HUNDRED, SUSSEX COUNTY, CONTAINING 8.33 ACRES, MORE OR LESS” (Conditional Use No. 2292) filed on behalf of Gulfstream Development, LLC (Tax I.D. No. 533-19.00-56.05) (911 Addresses: None Available).

Mr. Rieley introduced the Proposed Ordinance entitled “AN ORDINANCE TO AMEND THE COMPREHENSIVE ZONING MAP OF SUSSEX COUNTY FROM AN AR-1 AGRICULTURAL RESIDENTIAL DISTRICT TO A MR MEDIUM DENSITY RESIDENTIAL DISTRICT FOR A CERTAIN PARCEL OF LAND LYING AND BEING IN BALTIMORE HUNDRED, SUSSEX COUNTY, CONTAINING 8.33 ACRES, MORE OR LESS” (Change of Zone No. 1945) filed on behalf of Gulfstream Development, LLC (Tax I.D. No. 533-19.00-56.05) (911 Address: None Available).

The Proposed Ordinances will be advertised for Public Hearing.

**M 335 21
Go Into
Executive
Session**

At 10:55 a.m., a Motion was made by Mr. Hudson, seconded by Mr. Rieley, to recess the Regular Session and go into Executive Session to discuss matters relating to 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 11:00 a.m., an Executive Session of the Sussex County Council was held in the Basement Caucus Room to discuss matters relating to land acquisition and pending/potential litigation. The Executive Session ended at 12:15 p.m.**

M 336 21 Reconvene Regular Session **At 12:20 p.m., a Motion was made by Mr. Schaeffer, seconded by Mr. Hudson, 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**

M 337 21 Authorize Land 2021-I **A Motion was made by Mr. Hudson, seconded by Mr. Rieley, that the County Administrator be authorized to negotiate, enter into a contract and proceed to closing for Land 2021-I.**

Motion Adopted: 5 Yeas.

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

M 338 21 Authorize Land 2021-J through S **A Motion was made by Mr. Rieley, seconded by Mr. Schaeffer, that the County Administrator be authorized to negotiate, enter into a contract and proceed to closing for Land 2021-J through S.**

Motion Adopted: 5 Yeas.

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

M 339 21 Authorize Land 2021-T **A Motion was made by Mr. Rieley, seconded by Mr. Hudson, that the County Administrator be authorized to negotiate, enter into a contract, and/or take necessary legal action and proceed to closing for a Utility Easement for Land 2021-T.**

Motion Adopted: 5 Yeas.

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

M 340 21 Recess **At 12:21 p.m., a Motion was made by Mr. Schaeffer, seconded by Mr. Rieley, to recess until 1:30 p.m.**

**M 340 21
(continued)**

Motion Adopted: 5 Yeas.

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

**M 341 21
Reconvene**

At 1:30 p.m., a Motion was made by Mr. Hudson, seconded by Mr. Rieley, 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**

Rules

Mr. Moore read the rules of procedure for public hearings.

**Public
Hearing/
Coastal
Area
Ordinance**

A Public Hearing was held on the Proposed Ordinance entitled “AN ORDINANCE TO AMEND THE CODE OF SUSSEX COUNTY, CHAPTER 115, ARTICLE IV BY AMENDING SECTION 115-25 TO REPLACE THE REFERENCE TO THE “ENVIRONMENTALLY SENSITIVE DEVELOPING AREA” WITH “COASTAL AREA” AND TO DELETE REDUNDANT LANGUAGE REGARDING BONUS DENSITY”.

The Planning and Zoning Commission held a Public Hearing on this Proposed Ordinance on June 10, 2021 at which time the Commission recommended approval.

(See the minutes of the Planning and Zoning Commission dated June 10, 2021.)

Jamie Whitehouse, Planning and Zoning Director, and Vince Robertson, Assistant County Attorney, presented the Proposed Ordinance to amend Chapter 115 of the Sussex County Code reporting that it is necessary to replace a reference to the “Environmentally Sensitive Developing Area” (ESDA) with “Coastal Area”. He reported that this revision is necessary because the ESDA name was revised to “Coastal Area” in the current Comprehensive Plan. Mr. Robertson stated that Ordinance No. 2656 previously made this change throughout the entire Code; however, there are two remaining places in Section 115-25 that still refer to the ESDA; that there is a bonus density option that was listed twice in Section 115-25 which created confusion; and that this deletion does not change the Code requirements for subdivision design and would generate less potential for confusion by removing the redundant language. The Proposed Ordinance does not change the substance of the Code.

There were no public comments.

The Public Hearing and public record were closed.

**M 342 21
Adopt
Ordinance
No. 2791**

A Motion was made by Mr. Hudson, seconded by Mr. Schaeffer, to Adopt Ordinance No. 2791 entitled “AN ORDINANCE TO AMEND THE CODE OF SUSSEX COUNTY, CHAPTER 115, ARTICLE IV BY AMENDING SECTION 115-25 TO REPLACE THE REFERENCE TO THE “ENVIRONMENTALLY SENSITIVE DEVELOPING AREA” WITH “COASTAL AREA” AND TO DELETE REDUNDANT LANGUAGE REGARDING BONUS DENSITY”.

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/
C-4
Ordinance
Amendment**

A Public Hearing was held on the Proposed Ordinance entitled “AN ORDINANCE TO AMEND THE CODE OF SUSSEX COUNTY, CHAPTER 115, ARTICLE XID, SECTIONS 115-83.25, 115-83.26, 115-83.30 AND “115 ATTACHMENT 4, SUSSEX COUNTY TABLE IV”.

The Planning and Zoning Commission held a Public Hearing on this Proposed Ordinance on June 10, 2021 at which time the Commission recommended approval.

(See the minutes of the Planning and Zoning Commission dated June 10, 2021.)

Jamie Whitehouse, Planning and Zoning Director, and Vince Robertson, Assistant County Attorney, presented the Proposed Ordinance to amend Chapter 115 of the Sussex County Code regarding the C-4 Planned Commercial District to allow its use and implementation to occur, including minimum lot sizes and types and percentages of residential uses permitted in the District: (1) that the minimum district dimensions outlined within Chapter 115 be amended to permit a minimum district area of 3 acres, (2) to further amend the Zoning District to permit a maximum of 40% of its developable area to consist of duplexes, townhomes or multi-family dwellings (this is an increase from the 20% currently permitted), and (3) making the minimum lot area 7,500 square feet (instead of 3 acres).

There were no public comments.

The Public Hearing and public record were closed.

**M 343 21
Adopt
Ordinance
No. 2792**

A Motion was made by Mr. Rieley, seconded by Mr. Hudson, to Adopt Ordinance No. 2792 entitled “AN ORDINANCE TO AMEND THE CODE OF SUSSEX COUNTY, CHAPTER 115, ARTICLE XID, SECTIONS 115-83.25, 115-83.26, 115-83.30 AND “115 ATTACHMENT 4, SUSSEX COUNTY TABLE IV”.

Motion Adopted: 5 Yeas.

**M 343 21
(continued)**

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

**Council
Member
Recusal**

Mr. Moore stated that Mr. Hudson would be recusing himself from participating in or voting on the Public Hearing on Conditional Use No. 2236 due to a potential conflict of interest.

Mr. Hudson left the meeting.

**Public
Hearing/
CU 2236**

A Public Hearing was held on the Proposed Ordinance entitled “AN ORDINANCE TO GRANT A CONDITIONAL USE OF LAND IN AN AR-1 AGRICULTURAL RESIDENTIAL DISTRICT FOR A HOTEL AND RESTAURANT TO BE LOCATED ON A CERTAIN PARCEL OF LAND LYING AND BEING IN BALTIMORE HUNDRED, SUSSEX COUNTY, CONTAINING 9.2 ACRES, MORE OR LESS” (Conditional Use No. 2236) filed on behalf of Carl M. Freeman Companies (Tax I.D. No. 533-20.00-22.00 & 20.00 (Portion of) (911 Address: None Available).

Jamie Whitehouse, Planning and Zoning Director, presented the application.

The Planning and Zoning Commission held a Public Hearing on this application on June 10, 2021 at which time action was deferred. Commission Member Wingate recused herself from this case. On July 8, 2021, the Commission considered the application. On that date a Motion was made and Seconded to recommend denial of Conditional Use No. 2236. The Motion to recommend denial failed with a vote of 2 to 2. Mr. Whitehouse noted that the Planning and Zoning Commission’s Rule 5.5 provides that 3 affirmative votes are needed to approve any matter within the Commission’s jurisdiction and failure to receive 3 affirmative votes shall be deemed to disapprove any matter.

(See the minutes of the Planning and Zoning Commission dated June 10 and July 8, 2021.)

Mr. Whitehouse reported that 386 comments have been received in opposition to the application and 1 comment in favor. He noted that of those comments received in opposition, some of them appear to be duplicates.

The Council found that Jim Fuqua, Esq. was present on behalf of the Applicant along with Josh Mastrangelo on behalf of Freeman Companies; Katja Kalinski with George, Miles & Buhr; Ed Launay with Environmental Resources; and William Conway with Century Engineering.

Mr. Fuqua commented on the misinformation reported in the media that the Applicant wants to build a hotel and restaurant on State- and Federal-regulated wetlands and also that the Planning and Zoning Commission

**Public
Hearing/
CU 2236
(continued)**

recommended denial of the application. Mr. Fuqua stated that neither of these two things are true; that the proposed hotel and restaurant would not be built on wetlands and no wetlands will be encroached upon, disturbed, or touched; that not only is the required 50 foot buffer from tidal wetlands being provided, but the Applicant is voluntarily providing a minimum 20 foot buffer from the non-tidal wetlands; that it was originally reported that the Planning and Zoning Commission recommended denial because they didn't recommend approval; that a Motion was made to deny the application and the Motion was a 2-2 tie, so the Motion to deny failed; that there was not a Motion made to approve it, but if there had been, that would have also been a 2-2 tie and, therefore, there is no recommendation of approval, there is no recommendation of denial, and there is no recommendation. Mr. Fuqua asked Council to disregard any misinformation.

Mr. Fuqua stated that the application is for a 70 unit hotel and a separate restaurant; that the parcel of land contains 9.2 acres and fronts on Route 54 at Bennett Avenue, approximately 1 mile west of the Route One – Route 54 intersection at Fenwick Island; that the 9.2 acres are part of a 120 acre parcel of land that contains approximately 35 acres of uplands and 83 acres of wetlands; and that the land is under contract to the Applicant. Mr. Fuqua provided background information on the ownership of the property and background on the Freeman Companies' selection of this site for the proposed project. He stated that the Freeman Companies decided that the appropriate development plan for the property was a single family cluster subdivision on the majority of the uplands with the exception of the parcel fronting on Route 54 that is adjacent to existing commercial uses, which is the site of the proposed hotel and restaurant; that the Freeman Companies received approval from the Planning and Zoning Commission for a 70-lot single family cluster subdivision on the northern or rear 26 upland acres of the site in 2018 and a revised preliminary subdivision plan incorporating the conditions and modifications that were imposed by the Planning and Zoning Commission was approved on April 22, 2021; that the 9.2 acre parcel fronting on Route 54 is the remaining portion of the property that was not included as part of the approved subdivision; that of the 9.2 acres, 4.8 acres are uplands and 4.32 acres are the wetlands; that the front portion of the parcel would be the site of a quality restaurant with a square footage of 8,500 square feet; that the rear portion would be developed with a 70 room hotel with an outdoor pool; that Bennett Avenue is located along the east side; that a future 20 foot landscaped buffer, which is part of the approved cluster subdivision is located to the north (to the rear) of the site; that there is an expansive area of tidal and non-tidal wetlands located to the west of the site; that the site is located just west of the ditch which is a channel of water that connects the Assawoman Bay and the Little Assawoman Bay; that all of the lands fronting along Route 54 from the Route One intersection to the ditch is all zoned C-1 Commercial and is fully developed with a variety of residential and commercial uses; that water will be provided by Artesian; that the site is located within the County's West Fenwick Sanitary Sewer District and will be served by County sewer; that

**Public
Hearing/
CU 2236
(continued)**

stormwater management will be in accordance with DNREC regulations and the Sussex Conservation District; and that a wetland delineation was performed by Ed Launey of Environmental Resources, Inc. and was reviewed by the U.S. Army Corp of Engineers and a jurisdictional determination letter was issued by the Army Corps of Engineers.

Mr. Launay responded to questions raised by Council regarding the comments in the PLUS Review in the wetlands section that hydric soils are present in the entire proposed project area in comparison to his own findings that hydric soils are limited to those areas classified as wetlands. Mr. Launay stated the comments regarding hydric soils in the PLUS Review rely on the USDA Soil Survey which can be highly inaccurate and that his report relies on a physical visit to the site and actual soil samples/borings.

Mr. Fuqua stated that almost all of this area around Fenwick Island and Route 54 is located in the 100 year flood plain which means that the Applicant has to comply with the construction elevations and other construction requirements; that one exception to being in the 100 Year Flood Plain is this 9 acre parcel – it is not in the flood zone, it is designated as being in Zone X which is outside of the flood zone; that the majority of the site being disturbed for development is in the Zone X area; that in regard to traffic impact, DelDOT determined that the Applicant could pay an Area Wide Study Fee in lieu of a Traffic Impact Study; that in accordance with DelDOT's letter of July 8, 2020, the entrance to the hotel and restaurant will be from Bennett Avenue; that Bennett Avenue is also the approved entrance to the Freeman subdivision; that there would be a secondary access at the rear of the hotel parking lot; that when the subdivision was being reviewed by DelDOT, a Traffic Operational Analysis (TOA) was required by DelDOT; that the TOA considered the traffic impact of the subdivision as well as the impact of the proposed commercial use of the parcel fronting on Route 54; as a result of the TOA, DelDOT is requiring improvements that would be the responsibility of the Applicant including the realignment of Bennett Avenue so that it intersects opposite of Monroe Avenue creating a 4-way intersection, which is a safer 90 degree intersection; that the Developer will be responsible for granting a 15 foot permanent easement along the site frontage and constructing a 10 foot shared use path; that a new TOA review letter was issued by DelDOT, dated February 15, 2021, which indicates that the Applicant will be responsible for the Bennett Avenue and Route 54 intersection realignment and installation of a traffic signal at the new realigned intersection and the required road configuration changes; and that the Applicant will be responsible for the cost of these significant improvements. In response to questions raised by Council, William Conway reported on traffic counts and the proposed enhanced Level of Service with the improvements. Mr. Fuqua stated that the original site plan, based on the shared use parking study, proposed 198 parking spaces which is in compliance with the Zoning Ordinance; however, the shared use parking request has been withdrawn and the Applicant's revised site plan includes a revised parking plan

**Public
Hearing/
CU 2236
(continued)**

providing 237 parking spaces which is more spaces than required by the Zoning Ordinance; that Condition K of the conditions proposed by the Applicant provides that parking shall meet or exceed the parking requirements for a stand-alone hotel and restaurant; that the parking areas will be lighted but the lighting fixtures will be designed to preserve the natural night environment to the greatest extent possible; that the proposed project will not add any light pollution to the area; that the project site is located in a high density residential and commercial area; that the maximum height of the hotel would not exceed 42 feet; that the Applicant is proposing a condition that the restaurant will not have drive-through capability or design; that an outdoor dining area is proposed on the western side of the building; that the Applicant is proposing a condition that any outdoor dining area would terminate service no later than 10:00 p.m.; that the Applicant is also proposing a condition that music and entertainment will be prohibited in the outdoor dining area; that two lighted signs are proposed and they would not be electronic message center signs; that a landscaped buffer area is proposed along Route 54 and the west side of Bennett Avenue; that the proposed site plan will result in approximately 53 percent of the 9.2 acre site remaining as open space; that the proposed Conditional Use is in accordance with the 2019 Comprehensive Land Use Plan; that the project site is located in the Coastal Area which is a Growth Area according to the Plan; that the Conditional Use is fully supported by the Plan; that the proposed use is not out of character with the area; that the Plan states that further development of the Leisure Tourism Market in the County should be a priority; that one of the Economic Development goals of the Plan is to maintain and strengthen the County's position as a tourist destination with the objective of continuing to support the growth of the tourism industry and the expansion of various types of tourism; that the proposed project is the type of development that is a goal and priority of the Economic Development Chapter of the Plan; and that the Planning and Zoning Commission's reasons/basis for denial are not justified.

Public comments were heard.

There were no public comments in support of the application.

Public comments were heard in opposition to the application.

Frank Cintron, Doris Pierce, Ed Waysz, Nancy Flacco (speaking on behalf of SSCCAG – Southern Sussex County Community Action Group), Henry Bennett, Fran Lazero, Barbara Smolinski, Samantha Danaher, Lori Goss, Ben Moses, Brian Radcliffe, Fred Pioggia, Ken Hahn, Jim Jewell, Kirsten McGuigan, Boe Daley, Dave Breen, Julie Moses, Andy Twarowski, Quin Revel, Jeanette Akhter, Thomas Reilly, Mary Rozell, Paul and Dorothy Elder, Cynthia Harper, and Patty Gregorio spoke in opposition to the application.

**Public
Hearing/
CU 2236
(continued)**

They expressed concerns about over-development, the additional traffic that will create more congestion on the area roadways, the impact on the quality of life of area residents, public safety impacts including pedestrian and bicycle safety, emergency response times, emergency evacuations, environmental impacts including impacts on the wetlands; stormwater runoff and flooding, at-risk wildlife, lack of sufficient support services as development continues, the impact on farming including the inability to move agriculture equipment around, light pollution, the effect on local businesses where staffing shortages are already a problem; the amount of impervious surface; and traffic reports and the lack of proper research in regard to increased traffic on Route 54.

The opposition referenced the letter from the Director of Office of State Planning, dated 8/19/20. The letter states that this project represents a commercial development within the Level 4 and out-of-play areas according to the 2015 Strategies for State Policies and Spending and that Investment Level 4 indicates where State investments will support agriculture preservation, natural resource protection, and the continuation of the rural nature of these areas; that new commercial development activities are not supported in Investment Level 4 Areas; and that this development is inconsistent with the 2015 Strategies for State Policies and Spending and the Office of State Planning does not support this commercial use.

The opposition stated that existing and increased traffic problems impact local businesses; that the area's infrastructure, beaches, etc. are already overwhelmed; that the project site is an elevated soil disposal site; that the proposed hotel will be situated on the uplands and they question where the water/run-off will go, stating that it will go into the Inland Bays; that Council needs to listen to the USDA soil studies and not the report from the Applicant's representative (Environmental Resources); that in regards to the hydric soils, there is no information in the packet on the core sampling results; that DelDOT cannot keep up with development now and does not need any more development added; that this is not an in-fill project; that there are currently no hotels on Route 54, that the area is predominantly residential; that there is not enough parking in the area to accommodate summer crowds; that they question how the Applicant will increase the number of parking spaces; that this application is in direct opposition to the AR-1 District; that a hotel is not a permitted use; that construction traffic and road closures will create additional traffic problems and traffic accidents; that they question the duration of construction; that there will be wetlands disturbance; that the public hearing notice and signage on the site was inadequate; that future sea level rise needs to be considered; that an independent traffic study should be performed; that DelDOT should require a formal Traffic Impact Study; that the proposal does not consider the overall traffic impact on Route 54; that a regional assessment of traffic was not done; that the project should require a regional impact study; that they ask Council to deny this application or at least delay it until the review of the Southeast Sussex Study (a comprehensive traffic analysis) is to be completed in 2022; that on Page 19 of the detailed transportation analysis

**Public
Hearing/
CU 2236
(continued)**

(TOA review dated 2/15/21), a table of Level of Service figures shows that with the traffic circle, the Level of Service on eastbound Route 54 is rated as an E (and a score of 44) and putting a signal light at the same intersection will result in a Level of Service D (with a score of 51 which rates a F), that approval of this project will set a precedent; that the Planning and Zoning Commission did not get the required three votes; that every part of this project is a nuisance; that area residents have given an overwhelming message of opposition to the project; and that eastern Sussex County is at capacity and “enough is enough”.

A petition containing 97 signatures was submitted into the record.

There were no additional public comments.

The Public Hearing and public record were closed.

**M 344 21
Defer
Action on
CU 2236**

A Motion was made by Mr. Rieley, seconded by Mr. Schaeffer, to defer action on Conditional Use No. 2236 filed on behalf of Carl M. Freeman Companies.

Motion Adopted: 4 Yeas, 1 Absent.

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

**M 345 21
Adjourn**

A Motion was made by Mr. Rieley, seconded by Mr. Schaeffer, to adjourn at 5:11 p.m.

Motion Adopted: 4 Yeas, 1 Absent.

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

Respectfully submitted,

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

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

Consent Agenda 8-10-2021

Cardinal Grove Project

**Existing Sewer Infrastructure Use Agreement – IUA-1156
18898 Beaver Dam Road, LLC to pay \$109,530.00 for 101.00 EDUs
West Rehoboth Area**

Southern Landing Project

**Existing Sewer Infrastructure Use Agreement – IUA-1126
Miken Builders Inc. to pay \$12,498.00 for 16.00 EDUs
Millville Area**

ENGINEERING DEPARTMENT

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



Sussex County


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HANS M. MEDLARZ, P.E.
COUNTY ENGINEER

JOHN J. ASHMAN
DIRECTOR OF UTILITY PLANNING

Memorandum

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

FROM: John J. Ashman 
Director of Utility Planning

RE: *Existing Wastewater Infrastructure Use Agreement*
Cardinal Grove IUA-1156
File: OM 9.01

DATE: August 10, 2021

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

The Engineering Department requests approval of an agreement for the existing wastewater infrastructure use with **18898 Beaver Dam Road, LLC** for the **Cardinal Grove** project in the West Rehoboth Area. Such an arrangement does not modify the underlying land use decision in any form. However, it allows the wastewater originating from the approved project to be conveyed through the existing transmission system previously constructed by the County.

Under the proposed arrangement, the **Cardinal Grove** project will connect to the existing County owned wastewater infrastructure. In return for utilization of said infrastructure **18898 Beaver Dam Road, LLC** will contribute **\$109,530.00.00** for the financial catch-up contribution of the existing infrastructure to serve **101.00** Equivalent Dwelling Units. Payment will be required prior to receiving beneficial acceptance of the on-site pumpstation. System Connection Charges in place at the time of building permit request will still apply.



EXISTING WASTEWATER INFRASTRUCTURE USE AGREEMENT

CARDINAL GROVE IUA-1156

THIS AGREEMENT ("Agreement"), made this 20th day of July 2021, by and between:

SUSSEX COUNTY, a political subdivision of the State of Delaware, hereinafter called the "County," and;

18898 BEAVER DAM ROAD, LLC a Delaware Limited Liability Company and developer of a project known as Cardinal Grove, hereinafter called the "Developer."

WITNESSETH:

WHEREAS, Developer is developing a tract of land identified as Tax Map parcel 234-2.00-1.10 to be known as Cardinal Grove ("Project") and;

WHEREAS, the Project is within the boundary of the Sussex County Unified Sanitary Sewer District (West Rehoboth Area) and;

WHEREAS, the Project will utilize available capacity in existing wastewater infrastructure previously funded by Sussex County.

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, which is hereby acknowledged by both parties as sufficient consideration, the parties hereby agree as follows:

- (1) Developer is proposing to utilize County's existing collection and transmission capacity by connecting to existing regional infrastructure used by multiple pump stations.
- (2) In exchange for permission to connect up to 101.00 equivalent dwelling units to County's existing system and to utilize the existing capacity in said system, Developer agrees to financial catch-up contribution in the amount of \$109,530.00.00 for said existing facilities.
- (3) The contribution amount in the case of multiple pump stations using an existing collection and transmission system is based on the ratio of average flow capacity utilization of said transmission facilities.
- (4) **Payment of the contribution must be submitted prior to beneficial acceptance of the on-site pumpstation.**
- (5) If the Project (as currently submitted) is amended and County determines in its sole discretion that such amendments materially affect this Agreement, this Agreement may be declared by County to be null and void, and any unused payments made

pursuant to this Agreement shall be returned to Developer, unless the parties otherwise agree. Nothing herein shall prevent the parties from the negotiation of a new agreement with respect to the amended Project, as the parties may deem appropriate.

- (6) The contribution is to be placed in County's sewer capital fund and expended towards overall debt reduction or at such time when any transmission infrastructure in County's Unified Sanitary Sewer District requires capital improvements (See Chapter 110-96 of the Sussex County Code).
- (7) Developer shall be responsible for payment of any and all undiscounted system connection charges in accordance with and pursuant to the requirements of the *Sussex County Code* for all lots, due at such time the Developer receives the sewer connection permit.
- (8) Developer shall comply in all aspects with the *Sussex County Code* and any other local, state, county, or federal laws, regulations, or policies that may be applicable and as such may be hereinafter amended.
- (9) Prior to the commencement of construction of any sanitary sewer facilities for the Project, Developer shall obtain a project construction permit from the County in accordance with and pursuant to the requirements of the *Sussex County Code*.
- (10) In order to allow the opportunity for a County representative to be present as the County so chooses, Developer shall send written notice to County of the date upon which connection to the County regional transmission system will be made. Developer shall follow County's written or verbal instructions in making said connection to the County sanitary sewer system.
- (11) Developer may assign this Agreement in whole or in part to any entity controlled directly or indirectly by Developer or to any third party who purchases, leases or otherwise controls any portion of Developer's property without the consent of County. Developer, and any subsequent assignees or successors shall provide County at least ten (10) days' written notice of any such assignment. Any other assignments, transfers, or conveyances with respect to this Agreement are prohibited without prior written consent of County.
- (12) To the extent permitted by law, Developer shall indemnify and hold harmless County, and its appointed and elected officials, employees, licensees, and agents for any claims, losses, liabilities, suits, or damages, including but not limited to reasonable attorneys' fees, professional engineering fees, and any other costs of litigation, arising out of Developer's negligence in connection with its performance of this Agreement, including but not limited to damage to the County's infrastructure in making connection to County's regional transmission system. The obligations of this Paragraph shall survive the termination of this Agreement.

- (13) All the terms, covenants, and conditions of this Agreement shall in all respects be governed and construed under and pursuant to the Laws of the State of Delaware without respect to its conflict of law provisions. This Agreement may only be amended, supplemented or modified by a subsequent written agreement executed by all the parties hereto.
- (14) This Agreement and exhibits constitute the final, entire and exclusive agreement between the parties with respect to the subject matter of all matters discussed in it and supersedes all prior or contemporaneous discussions, statements, representations, warranties or agreements, whether written or oral, made in connection with the Agreement described herein.
- (15) It is mutually agreed between the parties that no review, approval, acceptance, and/or payment made under this Agreement shall be conclusive evidence of the performance of the Agreement, either wholly or in part, and that no review, approval, acceptance, and/or payment shall be construed as acceptance of defective work by County, nor in any way relieve Developer of its responsibility for the adequacy of its work.
- (16) The waiver by any party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach. Neither party shall be deemed to have waived any rights under this Agreement unless such waiver is expressly given in writing and signed by the waiving party. No delay or omission on the part of either party in exercising any right shall operate as a waiver of such right or any other right.
- (17) This Agreement shall be executed in duplicate, any copy of which shall be considered and construed as and for the original.
- (18) If any provision of this Agreement shall be deemed invalid or unenforceable for any reason whatsoever, then such invalidity or unenforceability shall not render invalid or unenforceable any of the other provisions of this Agreement which may be given effect without such invalid or unenforceable provision, and to this end, the provisions of this Agreement are hereby deemed to be severable.
- (19) Any notice required to be delivered to or by either party under this Agreement shall be sent by U.S. first class mail. For purposes of this provision, the address of the County is 2 The Circle, P.O. Box 589, Georgetown, Delaware, 19947, and the address of the Developer is **20184 Phillips Street, Rehoboth Beach Delaware 19971.**

IN WITNESS, WHEREOF, the respective parties hereto have affixed their hands and seals the day and year aforesaid.

FOR THE COUNTY:

{Seal}

By: _____
(President - Sussex County Council)

_____ (DATE)

ATTEST:

Robin A. Griffith
Clerk of the County Council

FOR 18898 BEAVER DAM ROAD, LLC

By: Tim Green (Seal)
Timothy Green - Authorized Signatory

07/20/2021 (DATE)

WITNESS:

Leon Lo
Leon Lo

ENGINEERING DEPARTMENT

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



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HANS M. MEDLARZ, P.E.
COUNTY ENGINEER

JOHN J. ASHMAN
DIRECTOR OF UTILITY PLANNING

Memorandum

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

FROM: John J. Ashman 
Director of Utility Planning

RE: *Existing Wastewater Infrastructure Use Agreement
Southern Landing IUA-1126
File: OM 9.01*

DATE: August 10, 2021

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

The Engineering Department requests approval of an agreement for the existing wastewater infrastructure use with **Miken Builders Inc.** for the **Southern Landing** project in the Millville Area. Such an arrangement does not modify the underlying land use decision in any form. However, it allows the wastewater originating from the approved project to be conveyed through the existing transmission system previously constructed by the County.

Under the proposed arrangement, the **Southern Landing** project will connect to the existing County owned wastewater infrastructure. In return for utilization of said infrastructure **Miken Builders Inc.** will contribute **\$12,498.00.00** for the financial catch-up contribution of the existing infrastructure to serve **16.00** Equivalent Dwelling Units. Payment will be required prior to receiving beneficial acceptance of the on-site collection system. System Connection Charges in place at the time of building permit request will still apply.



EXISTING WASTEWATER INFRASTRUCTURE USE AGREEMENT

SOUTHERN LANDING IUA-1126

THIS AGREEMENT ("Agreement"), made this 22nd day of July 2021, by and between:

SUSSEX COUNTY, a political subdivision of the State of Delaware, hereinafter called the "County," and;

MIKEN BUILDERS INC. a Delaware Corporation and developer of a project known as **Southern Landing**, hereinafter called the "Developer."

WITNESSETH:

WHEREAS, Developer is developing a tract of land identified as Tax Map parcels 134-12.00-419.00 & 419.01 be known as **Southern Landing** ("Project") and;

WHEREAS, the Project is within the boundary of the Sussex County Unified Sanitary Sewer District (**Millville Area**) and;

WHEREAS, the Project will utilize available capacity in existing wastewater infrastructure previously funded by Sussex County.

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, which is hereby acknowledged by both parties as sufficient consideration, the parties hereby agree as follows:

- (1) Developer is proposing to utilize County's existing collection and transmission capacity by connecting to existing regional infrastructure used by multiple pump stations.
- (2) In exchange for permission to connect up to **16.00** additional equivalent dwelling units to County's existing system and to utilize the existing capacity in said system, Developer agrees to financial catch-up contribution in the amount of **\$12,498.00** for said existing facilities. **An additional agreement may be required once the commercial property on lot 16 is determined.**
- (3) The contribution amount in the case of multiple pump stations using an existing collection and transmission system is based on the ratio of average flow capacity utilization of said transmission facilities.
- (4) **Payment of the contribution must be submitted prior to beneficial acceptance of the on-site infrastructure.**
- (5) If the Project (as currently submitted) is amended and County determines in its sole discretion that such amendments materially affect this Agreement, this Agreement

may be declared by County to be null and void, and any unused payments made pursuant to this Agreement shall be returned to Developer, unless the parties otherwise agree. Nothing herein shall prevent the parties from the negotiation of a new agreement with respect to the amended Project, as the parties may deem appropriate.

- (6) The contribution is to be placed in County's sewer capital fund and expended towards overall debt reduction or at such time when any transmission infrastructure in County's Unified Sanitary Sewer District requires capital improvements (See Chapter 110-96 of the Sussex County Code).
- (7) Developer shall be responsible for payment of any and all undiscounted system connection charges in accordance with and pursuant to the requirements of the *Sussex County Code* for all lots, due at such time the Developer receives the sewer connection permit.
- (8) Developer shall comply in all aspects with the *Sussex County Code* and any other local, state, county, or federal laws, regulations, or policies that may be applicable and as such may be hereinafter amended.
- (9) Prior to the commencement of construction of any sanitary sewer facilities for the Project, Developer shall obtain a project construction permit from the County in accordance with and pursuant to the requirements of the *Sussex County Code*.
- (10) In order to allow the opportunity for a County representative to be present as the County so chooses, Developer shall send written notice to County of the date upon which connection to the County regional transmission system will be made. Developer shall follow County's written or verbal instructions in making said connection to the County sanitary sewer system.
- (11) Developer may assign this Agreement in whole or in part to any entity controlled directly or indirectly by Developer or to any third party who purchases, leases or otherwise controls any portion of Developer's property without the consent of County. Developer, and any subsequent assignees or successors shall provide County at least ten (10) days' written notice of any such assignment. Any other assignments, transfers, or conveyances with respect to this Agreement are prohibited without prior written consent of County.
- (12) To the extent permitted by law, Developer shall indemnify and hold harmless County, and its appointed and elected officials, employees, licensees, and agents for any claims, losses, liabilities, suits, or damages, including but not limited to reasonable attorneys' fees, professional engineering fees, and any other costs of litigation, arising out of Developer's negligence in connection with its performance of this Agreement, including but not limited to damage to the County's infrastructure

in making connection to County's regional transmission system. The obligations of this Paragraph shall survive the termination of this Agreement.

- (13) All the terms, covenants, and conditions of this Agreement shall in all respects be governed and construed under and pursuant to the Laws of the State of Delaware without respect to its conflict of law provisions. This Agreement may only be amended, supplemented or modified by a subsequent written agreement executed by all the parties hereto.
- (14) This Agreement and exhibits constitute the final, entire and exclusive agreement between the parties with respect to the subject matter of all matters discussed in it and supersedes all prior or contemporaneous discussions, statements, representations, warranties or agreements, whether written or oral, made in connection with the Agreement described herein.
- (15) It is mutually agreed between the parties that no review, approval, acceptance, and/or payment made under this Agreement shall be conclusive evidence of the performance of the Agreement, either wholly or in part, and that no review, approval, acceptance, and/or payment shall be construed as acceptance of defective work by County, nor in any way relieve Developer of its responsibility for the adequacy of its work.
- (16) The waiver by any party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach. Neither party shall be deemed to have waived any rights under this Agreement unless such waiver is expressly given in writing and signed by the waiving party. No delay or omission on the part of either party in exercising any right shall operate as a waiver of such right or any other right.
- (17) This Agreement shall be executed in duplicate, any copy of which shall be considered and construed as and for the original.
- (18) If any provision of this Agreement shall be deemed invalid or unenforceable for any reason whatsoever, then such invalidity or unenforceability shall not render invalid or unenforceable any of the other provisions of this Agreement which may be given effect without such invalid or unenforceable provision, and to this end, the provisions of this Agreement are hereby deemed to be severable.
- (19) Any notice required to be delivered to or by either party under this Agreement shall be sent by U.S. first class mail. For purposes of this provision, the address of the County is 2 The Circle, P.O. Box 589, Georgetown, Delaware, 19947, and the address of the Developer is **32782 Cedar Drive, Millville Delaware 19967.**

IN WITNESS, WHEREOF, the respective parties hereto have affixed their hands and seals the day and year aforesaid.

FOR THE COUNTY:

{Seal}

By: _____
(President - Sussex County Council)

(DATE)

ATTEST:

Robin A. Griffith
Clerk of the County Council

FOR MIKEN BUILDERS INC.

By: Michael Cummings (Seal)
Michael Cummings - Authorized Signatory
7/22/2021 (DATE)

WITNESS: Munafmudr



Memorandum

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

FROM: Michael J. Costello
Government Affairs Manager

RE: **VEHICLE PURCHASES RFP BID AWARDS**

DATE: August 3, 2021

During Tuesdays meeting, Fleet Team members will present bids received following an RFP advertisement for vehicles and equipment approved in the FY 22 budget.

Invitations to bid were published on July 10th and 18th, 2021, posted on the County website, and sent directly to local vendors. A total of three (3) sealed bids were received by 2:00 pm on July 30th where they were opened. Two (2) of the bids were for vehicles and one (1) for EMS vehicle up-fits.

Specifications in the RFP were developed by the Fleet Team for specific departmental needs and are attached including summary.

The Fleet Team is recommending the award to **Hetrichs Fleet** for specifications: A-1, B-1, C-4, C-6, C-7, D-1, and E-1, to **Chas S. Winner, DBA Winner Ford** for specification A-1-1, C-2 and to **First Due Customs** for specifications F-1, H-1, and G-1.

Thank you for your continued support of the county fleet.



Spec	Hertrich	\$
A-1	Traverse AWD	\$28,856.00
A-2	Delivery	0
A-3	3rd row seat	0
A-4	Light bar & corner lgts	\$1,837.00
A-1-1	Interceptor (EMS)	34,465.00
	Options	\$4,766.00
	Delivery	0
B-1	Chevrolet 1500 Double Cab	\$29,598.00
B-2	Delivery	0
B-3	liner	545
B-4	vinyl flooring	0
B-5	delete lgt. Bar & corner lgts (credit)	\$1,700.00
B-6	V-8 engine	\$3,254.00
B-7	8' bed	n/a
B-8	diesel engine	n/a
B-1	Chevrolet 1500 Crew Cab (ES - EMS)	31,996.00
B-2	Delivery	0
B-3	liner	545
B-4	vinyl flooring	0
B-5	delete lgt. Bar & corner lgts (credit)	(\$1,700.00)
B-6	V-8 engine	\$3,254.00
B-7	8' bed	n/a
B-8	diesel engine	n/a
C-1	Ford F-250 double cab 6 3/4" bed	\$33,353
C-2	Crew cab 6 3/4 bed	\$34,841
C-3	Double cab with 8' bed	\$33,539
C-4	Crew cab with 8' bed	\$34,994
C-5	duplicate	n/a
C-6	delete bed add service body	\$13,393
C-7	optional diesel engine	\$9,350
C-8	telescopic roof	\$2,755
C-9	snow plow	\$8,310
C-10	slide out tray	\$2,958
C-11	delete light bar/corner lights	(\$1,728)
D-1	Chevrolet Silverado 3500 crew cab (EMS)	\$36,253.00
D-2	Delivery	\$0
E-1	Chevrolet Suburban (EMS) each	\$44,986.00
E-2	Delivery charge	0

Spec	Winner	\$
A-1	Explorer	\$31,500
A-2	Delivery	\$75
A-3	3rd row seat	0
A-4	Light bar & corner lgts	\$2,081
A-1-1	Interceptor (EMS)	\$37,890
	Options	included
	Delivery	\$75
B-1		no bid
B-2		no bid
B-3		no bid
B-4		no bid
B-5		no bid
B-6		no bid
B-7		no bid
B-8		no bid
B-1	Ford F-150 Crew Cab	33,512.00
B-2	Delivery	75
B-3	liner	542
B-4	vinyl flooring	n/a
B-5	delete lgt. Bar & corner lgts (credit)	(\$1,890.00)
B-6	V-8 engine	\$1,721.00
B-7	8' bed	\$488.00
B-8	diesel engine	\$4,546.00
C-1	Ford F-250 double cab 6 3/4" bed	\$29,525
C-2	Crew cab 6 3/4 bed	\$31,954.00
C-3	Double cab with 8' bed	\$31,544.00
C-4	Crew cab with 8' bed	\$32,143.00
C-5	duplicate	
C-6	delete bed add service body	\$16,400.00
C-7	optional diesel engine	\$9,951.00
C-8	telescopic roof	\$2,755.00
C-9	snow plow	\$2,755.00
C-10	slide out tray	\$9,285.00
C-11	delete light bar/corner lights	(\$1,881.00)
D-1	Chevrolet Silverado 3500 crew cab (EMS)	no bid
D-2	Delivery	
E-1	Chevrolet Suburban (EMS)	no bid
E-2	Delivery charge	

Spec	First Due Customs	\$
F-1	Suburban up fit \$ 27,425.34 ea.	\$54,850.68
F-2	Delivery	0
H-1	Interceptor upfit	\$14,842.00
H-2	delivery	0
G-1	Pickup upfit	\$19,742.00
G-2	delivery	0

Environmental Services Vehicle
 EMS Vehicle
 General Fleet Vehicle

ORG	OBJ	DESCRIPTION	COUNCIL	COUNCIL UNIT	COUNCIL AMT	FUND DESCRIF	DEPARTMENT	DESCRIPTION
10112	(57300)	Chevy Equinox	2.00	23,926.00	47,852.00	GF	Assmnt	2
10113	(57300)	2021/2022 Chevy Equinox	4.00	23,926.00	95,704.00	GF	B Code	4
10201	(57400)	Four (2) Suburbans - Includes Idle Management	2.00	87,000.00	174,000.00	GF	EMS	2
10201	(57400)	Staff Vehicle - SUV	1.00	55,000.00	55,000.00	GF	EMS	1
10201	(57400)	Shift Commander - Replacement Vehicle	1.00	61,000.00	61,000.00	GF	EMS	1
10201	(57400)	Support Vehicle - IT	1.00	34,500.00	34,500.00	GF	EMS	1
61904	(57400)	Purchase new small dump truck as noted in Clear Gov	1.00	88,000.00	88,000.00	Water	Ent Cap	Not part of RFP
62901	(57300)	Truck/Van equipped with mainline/lateral inspection	1.00	350,000.00	350,000.00	Sewer	Ent Adm	Not part of RFP
62901	(57300)	4 trucks from 2021 budget	1.00	118,000.00	118,000.00	Sewer	Ent Adm	Received
62903	(57400)	Proposed purchase of:	1.00	858,000.00	858,000.00	Sewer	Ent Maint	4
		Vacall \$450,000 (add 4th unit, send oldest to WS)						
		Truck Tractor for Sludge Haul \$100,000						
		New Utility Body tool/truck for WS \$73,000						
		Replace three standard 4x4 pickup trucks \$95,000						
		Replace one heavy duty 4x4 pick up truck \$50,000						
		Purchase one skid steer trailer \$20,000						
		Purchase one new heavy duty equipment trailer \$70,000						

ORIGINAL

SUSSEX COUNTY GOVERNMENT

REQUEST FOR PROPOSALS

VEHICLE PURCHASES



HERTRICH FUEBT
SERVICES, INC.
1427 BA9 RD
MILFORD, DE
19963

302-422-3300

JULY 2021

SUSSEX COUNTY GOVERNMENT
2 THE CIRCLE
P.O. BOX 589
GEORGETOWN, DELAWARE 19947
(302) 855 – 7730
WWW.SUSSEXCOUNTYDE.GOV

HERTRICH FLEET SERVICES, INC

1427 Bay Road Milford, DE 19963

Ford - Chevrolet - Dodge - Jeep
Lincoln - Honda - Buick - GMC - Toyota - Nissan

(800) 698-9825

(302) 422-3300

Fax: (302) 839-0555

July 30, 2021

Sussex County Administrative Office Building
C/C Gina A. Jennings, Finance Director
2 The Circle
Georgetown, DE 19947

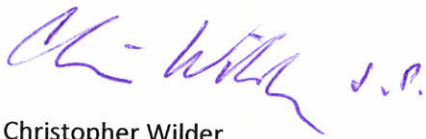
RE: Request for Proposals - Vehicle Purchases

Dear Ms. Jennings,

Enclosed find our response to the bid referenced above. I appreciate the opportunity to provide pricing for the vehicles requested. As you review, please contact myself, Jim Blecki or Susan Hickey, with any questions.

We look forward to hearing from you.

Respectfully submitted,



Christopher Wilder
Vice President

HERTRICH FLEET SERVICES, INC

1427 Bay Road Milford, DE 19963

Ford - Chevrolet - Dodge - Jeep
Lincoln - Honda - Buick - GMC - Toyota - Nissan

(800) 698-9825

(302) 422-3300

Fax: (302) 839-0555

July 30, 2021

Exceptions to Sussex County Government Vehicle Purchases

All Categories

Regarding vehicle dimensions, not all 2022 information has been published and may vary slightly. These are all manufacturers' standard dimensions for each vehicle category.

All weather floor mats cannot be provided with vinyl / rubber floors. There is no way to attach them and this could pose a safety and liability concern.

Delivery dates are provided to the best of our ability, utilizing information from the manufacturer and our extensive experience with fleet vehicles. Up-fits add additional build time and there can be delays caused by equipment shortages, and other situations outside of our control.

Specifications – See notes on each Specification Sheet

BID FORM

To: Sussex County Government
For: Sussex County Vehicle Purchases

Bidder Acknowledgements

The undersigned Bidder has carefully examined the Instructions to Bidders and the Specifications, the Agreement, and all other portions of this Request for Proposal for the performance of the above-named project, and shall deliver the equipment in accordance with the requirements of the Contract Documents.

The Bidder certifies by the submission of this Bid that there has been no violation of copyrights or patent rights in manufacturing, producing or selling the product or services shipped or ordered as a result of this Bid. The successful Bidder shall, at his own expense, defend any and all actions or suits charging such infringements, and will save Sussex County, and its appointed and elected officials, officers, partners, directors, employees, and agents harmless from any and all liability, loss, or expense occasioned by any such violation.

The undersigned Bidder acknowledges receipt of all Addenda issued during the bidding process.

Confidentiality

If Bidder considers any portion of its Bid to be confidential, Bidder shall be required to isolate and identify in writing any confidential portions thereof. Bidder shall include, with this designation, a statement that explains and supports the Bidder's claim that the items identified as confidential contain trade secrets or other proprietary data. In submitting its Bid, Bidder acknowledges that its Bid, whether successful or not, shall be subject to disclosure and available for public inspection and copying in accordance with the Delaware Freedom of Information Act, 29 Del. C., Chapter 100, except to the extent withholding such information is permitted under the Act or otherwise permitted by law.

Basis of Bid

This Bid includes all other applicable taxes and fees.

The undersigned Bidder further understands that all equipment covered by this Bid shall be new and of the best quality and the highest-grade workmanship.

Dated: 7/30/2021

(If an Individual, Partnership, Limited Liability Company, or Non-Incorporated Organization)

Name of Business: _____

Signature of Bidder: _____

By: _____

Business Address: _____

BID FORM - continued

Names and _____
 Address of _____
 Members _____

(If a corporation)

Name of Business: HERTRICH FLEET SERVICES, INC.

Signature of Bidder: _____

By: CHRISTOPHER WILDER V.P.

Business Address: 1427 BAY RD

MILFORD DE. 19963

Incorporated under the laws of the State of: DELAWARE

President's Name FREDERICK W. HERTRICH III

(Address) SEAFORD, DE, 19973

Secretary's Name FREDERICK W. HERTRICH

(Address) SEAFORD, DE, 19973

Treasurer's Name GREGORY MAUER

(Address) SEAFORD, DE, 19973

Affix Corporate Seal

BID SCHEDULE

Specification A

Mid-Size SUV, 4WD Model: 2022 Chevrolet Traverse AWD

Delivery Time: 60 to 120 days

Cutoff Date for Ordering: not yet announced

Base Bid:

Item	Description	Total Price
A-1	Furnish Mid Size SUV All Wheel Drive	\$ 28,856 ⁰⁰
A-2	Delivery Charge	—
	Total Base Bid	\$ 28,856 ⁰⁰

Add/Alternate Bid Items:

Item	Description	Price
A-3	Third Row Fold Down Seat	Included Standard
A-4	Light Bar & 4 Corner Lights	\$ 1,837 ⁰⁰

NOTES

- Seat color is Black
- AWD not 4WD
- Center console not removable
- Recovery hooks n/a

HERTRICH FLEET SERVICES, INC

Specification A-1

Mid-Size SUV Interceptor, AWD Model: FORD - POLICE INTERCEPTOR UTILITY - 2022

Delivery Time: 20 - 22 WEEKS ARO

Cutoff Date for Ordering: NOT PUBLISHED YET

Base Bid:

Item	Description	Total Price
A 1-1	Furnish Mid-Size SUV Interceptor AWD	\$ 34,465
A 1-2	Delivery Charge	NC - INCLUDED
	Total Base Bid	\$ 34,455

A1 - # 34 - OPTIONS

1 - CENTER CONSOLE DELETE - INCLUDED - \$ N/A - INCLUDED

2 - READY FOR THE ROAD - SIDE MIRROR LIGHTS - \$ 4193
REAR & TR GLASS LIGHTS (67H, 63B, 63L)

3 - AUXILIARY REAR AIR CONDITIONING - \$ 573
(17A)

EXCEPTION - ALL WEATHER FLOOR MATS - NA WITH
VINYL FLOOR COVERING

FRONT TAG BRACKET - PRE-INSTALLED AT
FACTORY - IF ORDERED - NC

Specification B

Double or Crew Cab Pickup 150/1500 Model 4WD:

2022 Chevrolet 1500 Double Cab 4WD

Delivery Time: Production begins October - approx 4-6 mos

Cutoff Date for Ordering: not yet available

Base Bid:

Item	Description	Total Price
B-1	Double or Crew Cab Pickup 4WD 6' bed	\$ 29,598 ⁰⁰
B-2	Delivery Charge	—
	Total Base Bid	\$ 29,598 ⁰⁰

Add/Alternate Bid Items:

Item	Description	Price
B-3	Spray in Liner	\$ 545 ⁰⁰
B-4	Vinyl flooring	Included in spec
B-5	Delete Light Bar & 4 Corner Lights (Credit)	< - \$ 1700 ⁰⁰ >
B-6	V-8 Engine	\$ 3254 ⁰⁰
B-7	8' Bed	N/A on 1500 Double Cab
B-8	Optional Diesel engine	N/A on 1500 Double Cab

Notes

- 2022 information is not yet published
- 4.3L V6 is not FFV but 5.3L V8 is FFV.

HERTRICH FLEET SERVICES, INC - Alternate

Specification B

Double or Crew Cab Pickup 150/1500 Model 4WD:

2022 Chevrolet Silverado 1500 Crew Cab 4WD

Delivery Time: Production begins October - approx 4-6 mos

Cutoff Date for Ordering: not yet announced

Base Bid:

Item	Description	Total Price
B-1	Double or Crew Cab Pickup 4WD 6' bed	\$ 31,996 ⁰⁰
B-2	Delivery Charge	_____
	Total Base Bid	\$ 31,996 ⁰⁰

Add/Alternate Bid Items:

Item	Description	Price
B-3	Spray in Liner	\$ 545 ⁰⁰
B-4	Vinyl flooring	Included in spec
B-5	Delete Light Bar & 4 Corner Lights (Credit)	{ - \$ 1700 ⁰⁰ }
B-6	V-8 Engine	\$ 3254 ⁰⁰
B-7	8' Bed	N/A on 1500 Crew
B-8	Optional Diesel engine	Currently N/A

Notes

- Bed is 6'6"
- 2022 information not yet published
- 4.3L V6 is not FFV but 5.3L V8 is FFV

HERTRICH FLEET SERVICES, INC.

Specification C

Double, Super or Crew Cab Pickup Truck 250/2500 Model: FOED - F250

Delivery Time: APPROX 30 WEEKS ARO - + UP FIT TIME-IF ORDERED

Cutoff Date for Ordering: * 10/30/2021 *

Base Bid:

Item	Description	Total Price
C-1	Furnish Double Cab with 6 and $\frac{1}{2}$ Foot Bed	\$ 33,353
C-2	Furnish Crew Cab with 6 and $\frac{3}{4}$ Foot Bed <i>3/4 - SAME AS C-5</i>	\$ 34,841
C-3	Furnish Double Cab with 8 Foot Bed	\$ 33,539
C-4	Furnish Crew Cab with 8 Foot Bed	\$ 34,994
C-5	Furnish Crew Cab with 6 and $\frac{3}{4}$ Foot Bed	\$ 34,841
	Delivery Charge	INCLUDED- NC

Add/Alternate Bid Items:

Item	Description	Price
C-6	Delete Bed and add Service Body - 8ft only	\$ 13,692
C-7	Optional Diesel Engine	\$ 9,350
C-8	Telescopic Roof on Utility Body	\$ 2,800
C-9	Snow Plow	\$ 8,310
C-10	Slide Out Tray	\$ 2,958
C-11	Delete Light Bar & 4 Corner Lights (Credit)	\$ <1,728>

EXCEPTION - ALL WEATHER FLOOR MATS N/A W/
VINYL FLOORS

C-9- PRICE INCLUDES SHOE ASSY KIT - SUBJECT TO
AVAILABILITY

C-6- OEM SNOW PLOW PREP PKG NOT AVAILABLE WITH
SERVICE BODY SPEC - HEAVY-SERVICE PACKAGE

C-10- SLIDE TRAY EXTENSION - 7200

Specification D (EMS)

Pickup Truck 350/3500 Model: 2022 Chevrolet Silverado 3500 Crew Cab 4wd

Delivery Time: 90-200 days

Cutoff Date for Ordering: not yet announced

Base Bid:

Item	Description	Total Price
D-1	Single Rear Wheel Crew Cab with 6.85' Bed	\$ 36,253 ⁰⁰
D-2	Delivery Charge	_____
	Total Base Bid	\$ 36,253 ⁰⁰

Notes:
Wheels are painted steel.

HERTRICH FLEET SERVICES

Specification E

4WD Suburban: 2022 Chevrolet Suburban 4WD

Delivery Time: Production begins October - Approx 5 mos.

Cutoff Date for Ordering: not yet available

Base Bid:

Item	Description	Total Price
E-1	4WD Chevrolet Suburban	\$ 44,986 ⁰⁰
E-2	Delivery Charge	_____
	Total Base Bid	\$ 44,986 ⁰⁰

Notes

- Manufacturers standard Premium Smooth Ride suspension
- Single 800 amp battery
- Recovery hooks n/a
- Seat belt extenders just classified as long or short not which position
- 2022 information not released. Will advise of known changes.

HORTON FLEET SERVICES INC.

Specification F

Suburban Up-Fit: NO BID

Delivery Time: _____

Cutoff Date for Ordering: _____

Base Bid:

Item	Description	Total Price
F-1	2022 Suburban's Up-Fit	
F-2	Delivery Charge	
	Total Base Bid	\$ <u> </u>

HELTRICH FLEET SERVICES, INC.

Specification G

One Ton SRW 6.85' Pickup style truck Upfit: NO BID

Delivery Time: _____

Cutoff Date for Ordering: _____

Base Bid:

Item	Description	Total Price
G-1	One Ton SRW 6.85' Pickup style truck upfit	
G-2	Delivery Charge	
	Total Base Bid	\$ <u>—</u>

Specification H

Ford Interceptor **Upfit:** NO BID

Delivery Time: _____

Cutoff Date for Ordering: _____

Base Bid:

Item	Description	Total Price
H-1	Ford Interceptor upfit	
H-2	Delivery Charge	
	Total Base Bid	\$ <u> </u>

END of base bid forms



All GM products

Vehicle: [Fleet] 2022 Chevrolet Traverse (1NV56) AWD 4dr LS w/1LS (Complete)

WARRANTY

Warranty Note: <<< Preliminary 2022 Warranty >>>

Basic Years: 3

Basic Miles/km: 36,000

Drivetrain Years: 5

Drivetrain Miles/km: 60,000

Drivetrain Note: Qualified Fleet Purchases: 5 Years/100,000 Miles *

Corrosion Years (Rust-Through): 6

Corrosion Years: 3

Corrosion Miles/km (Rust-Through): 100,000

Corrosion Miles/km: 36,000

Roadside Assistance Years: 5

Roadside Assistance Miles/km: 60,000

Roadside Assistance Note: Qualified Fleet Purchases: 5 Years/100,000 Miles

~~Maintenance Note: 1 Year/1 Visit~~

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.

Data Version: 14352. Data Updated: Jul 29, 2021 1:02:00 AM PDT.

2022 - New Vehicle Limited Ford Warranties

3 year/36,000 mile – bumper to bumper – no deductible

5 year/60,000 mile Powertrain Limited Warranty

5 year/unlimited mileage Corrosion Perforation

5 year/60,000 mile Safety Restraint Warranty

5 year/100,000 mile Hybrid Engine

8 year / 100,000 mile – Hybrid Unique Components Warranty

CERTIFICATION OF BIDDER

The undersigned Bidder, HERTRICH FEET SERVICES, INC. on the 30TH day of JULY, 2021, for Sussex County Vehicle Purchases acknowledges:

1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization or corporation;
2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham bid;
3. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
4. Bidder has not engaged in corrupt, fraudulent, collusive or coercive practices in competing for the Contract. For the purposes of this Paragraph:
 - a. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process;
 - b. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Sussex County Government, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Sussex County Government of the benefits of free and open competition;
 - c. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Sussex County Government, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
 - d. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

CORPORATE SEAL

Signature of Bidder: *Ch Wilder V.P.*

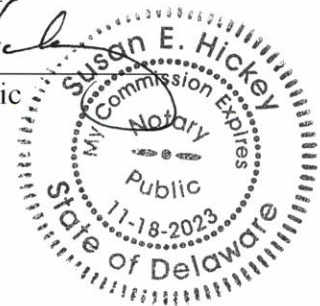
BY: CHRISTOPHER WILDER, V.P.

Attest: *[Signature]*
Secretary

Sworn and subscribed before me this 30th day of July, 2021.

My commission expires 11-18-2023.

[Signature]
Notary Public



AGREEMENT

THIS AGREEMENT, made this 30th day of JULY, 20 21, by and between **Sussex County, a political subdivision of the State of Delaware**, hereinafter called "Owner", and HERTRICH FLEET SERVICES, INC. doing business as (an Individual) or (a Partnership) or (a Corporation), hereinafter called "Vendor".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The VENDOR shall commence and supply the Sussex County Vehicle Purchase(s)
2. All capitalized terms herein and throughout the Contract Documents shall have the same meaning as defined in the General Conditions.
3. The Vendor shall furnish all of the Equipment in accordance with the requirements of the Contract Documents ("Work").
4. The Vendor shall supply all of the materials and equipment necessary as described in the Contract Documents and shall supply same in accordance with the prices quoted in Vendor's bid schedule.
5. The term "Contract Documents" means and includes the following, which are herein incorporated into this Agreement by reference:
 - A. Invitation to Bid;
 - B. Instructions to Bidders;
 - C. Bid Form;
 - D. Any other forms included in the packet furnished to Bidders;
 - E. General Conditions;
 - G. Technical Specifications;
 - I. Addenda if any; and
 - J. Change Orders, if any.
7. The Owner shall pay the Vendor in the manner and at such times as set forth in the General Conditions such amounts as required by the Contract Documents.
8. To the fullest extent permitted by law, the Vendor shall indemnify, hold harmless and defend Owner and its elected and appointed officials, officers, directors, employees, agents, and consultants from and against all claims,

- damages, losses, injuries and expenses including court costs and attorneys' fees arising out of or resulting from the performance of the Work, provided such claims, damages, losses, injuries or expenses are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting there from, but only to the extent directly by any act or omission of the Vendor, or any Subcontractor performing Work. Vendor or any Subcontractor shall be liable, regardless of whether or not such claims, damages, losses, injuries and expenses are caused in part by a party indemnified hereunder.
9. Vendor certifies that there has been no violation of copyrights or patent rights in manufacturing, or selling the product or services shipped or ordered as a result of this Agreement. To the fullest extent permitted by law, the Vendor shall, at his own expense, defend any and all actions or suits charging such infringements, and will save Owner, and its appointed and elected officials, officers, partners, directors, employees, and agents harmless from any and all liability, loss, or expense occasioned by any such violation.
 10. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.
 11. If the Work shall be abandoned, or if the Contract Documents or any part thereof shall be sublet without the previous written consent of Owner, or if the Contract Documents shall be assigned by Vendor otherwise than as herein specified, or if at any time Owner shall be of the opinion and shall certify in writing to the Vendor that the Work, or any part thereof, is delayed beyond the stated completion time or that the Vendor has violated any provision of the Contract Documents or that the Vendor fails to provide all supplies, material, machinery, implements, appliances and tools or fails to perform the Work as set forth in the Contract Documents, in whole or in part, Owner, in addition to available remedies, may notify the Vendor to discontinue all Work or any part thereof; and thereupon Vendor shall discontinue such Work or such part thereof as Owner may designate and Owner may thereupon, by a contract or otherwise, as it may determine, complete the Work, or such part thereof, and charge the entire expense of so completing the Work or part thereof, to the Vendor.
 12. All costs and charges that may be incurred under this section or any damages that should be borne by Vendor shall be withheld or deducted from any moneys then due, or to become due to Vendor under these Contract Documents, or any part thereof; and in such accounting the Owner shall not be held to obtain the lowest cost for the Work or completing the Work or any part thereof, but all sums actually paid therefore shall be charged to Vendor. In case the costs and charges incurred are more than the sum which would have been payable under

the Contract Documents if the same had been completed by Vendor, Vendor shall pay the amount of excess to Owner for the completion of the Work within thirty (30) days of receipt of an invoice.

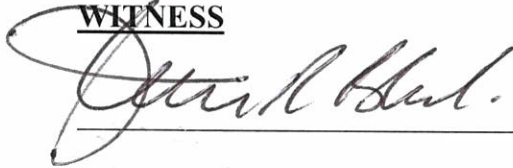
13. Should any portion of this Agreement be held void, the remainder shall continue in full force and effect. The undersigned acknowledge that they have carefully read this Agreement, have had the opportunity to have been advised of its meaning by an attorney of their choosing, and sign the same of their own free will. In entering into this Agreement, the undersigned warrant that they have done so voluntarily and of their own accord without reliance on any inducement, promise or representation by any other party, except those which are expressly set forth in this Agreement.
14. The Contract Documents constitute the final, entire and exclusive agreement between the parties with respect to the subject matter of all matters discussed in it and supersedes all prior or contemporaneous discussions, statements, representations, warranties or agreements, whether written or oral, made in connection with the Agreement described herein. This Agreement may only be modified by an instrument in writing executed by Owner and their duly authorized representatives.
15. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.
16. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware without respect to its conflict of laws provisions.
17. Time is of the essence for purposes of this Agreement.
18. Vendor shall not assign, sell or otherwise transfer its rights in this Agreement without the prior signed approval of Owner.
19. Vendor is not considered an employee or agent of Owner for any purpose whatsoever. Vendor agrees that in all matters relating to this Agreement it shall be acting as an independent contractor and shall assume and pay all liabilities and perform all obligations imposed with respect to the performance of this Agreement. Vendor shall have no right, power or authority to create any obligation, expressed or implied, on behalf of Owner and shall have no authority to represent Owner as an agent of Owner, unless otherwise specifically authorized by Owner in a writing not contained in these Contract Documents.
20. A party's omission or failure to exercise any rights or obligations under this

Agreement shall not be construed as a waiver of such rights or obligations, unless the party has executed a written waiver of such right or obligation under this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in duplicate, each of which shall be deemed an original, on the date first above written.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

WITNESS



(SEAL)

ATTEST:

Clerk of Sussex County

Council

VENDOR



Signature

V.P.

Title

7/30/2021

Date

OWNER

President, Sussex County Council

Date

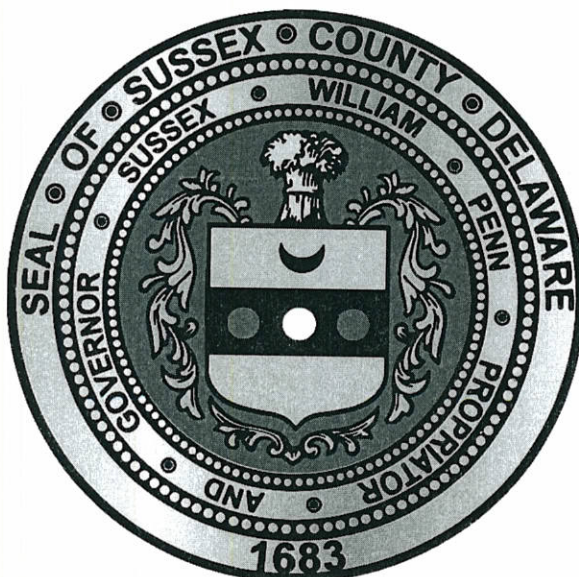
ORIGINAL

ORIGINAL

SUSSEX COUNTY GOVERNMENT

REQUEST FOR PROPOSALS

VEHICLE PURCHASES



JULY 2021

SUSSEX COUNTY GOVERNMENT
2 THE CIRCLE
P.O. BOX 589
GEORGETOWN, DELAWARE 19947
(302) 855 – 7730
WWW.SUSSEXCOUNTYDE.GOV

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Addenda (Bidder to insert accordingly as issued)

INVITATION TO BID

Sussex County Government will receive sealed competitive proposals ("Bid") for the purchase of various vehicles. Sealed bids must be received by Sussex County Government, c/o Gina A. Jennings, Finance Director, Sussex County Administrative Office Building, 2 The Circle, P.O. Box 589, Georgetown, DE 19947, until 2:00 p.m., local time, on July 30, 2021. To be considered, price proposals must be submitted in writing and respond to the items outlined in the request for proposal (RFP).

Interested parties must submit two (2) written proposals to the Sussex County Government, Attention: Gina A. Jennings, Finance Director, Sussex County Administrative Office Building, 2 The Circle, P.O. Box 589, Georgetown, DE 19947, by 2:00 p.m., July 30, 2021 at which time the proposals will be publicly opened, read aloud with recording only the name of the respondent(s). All other information shall be confidential.

Bids are being sought from vendors to supply the following vehicle types:

- Mid Size SUV All Wheel Drive
- Interceptor All Wheel Drive
- 150/1500 Pickup Truck, 4WD Model
- 250/2500 Pickup Truck, 4WD Model
- Suburban 4WD Model

The request for proposals may be obtained by visiting Sussex County's website <http://www.sussexcountyde.gov/legal-notices/bids>. Questions shall be directed to Robert Rogers III at 302-855-7730 or rrogers@sussexcountyde.gov. Questions for the Suburban, Interceptor and Suburban, Interceptor, EMS pickup up-fit shall be directed to Robert Schoonover at 302-858-5506 or rschoonover@sussexcountyde.gov. If necessary, an addendum will be issued to address questions received.

A formal pre-bid will not be held.

In its sole discretion, Sussex County Government reserves the right to extend the time and place for opening bids from that described in the advertisement by providing not less than two (2) calendar days' notice, by posting an addendum on the Sussex County website.

INSTRUCTIONS TO BIDDERS

Submission of Proposals

Sussex County Government will receive sealed competitive proposals ("Bid") for the purchase of various vehicles. Sealed bids must be received by Sussex County Government, c/o Gina A. Jennings, Finance Director, Sussex County Administrative Office Building, 2 The Circle, P.O. Box 589, Georgetown, DE 19947, until 2:00 p.m., local time, on July 30, 2021. Immediately following, the proposals will be publicly opened, read aloud with recording only the name of the respondent(s). All other information shall be confidential.

Each Bid shall be completed on the forms provided and submitted in a sealed envelope addressed to the Sussex County Government at the above address. Each sealed envelope containing a Bid shall be plainly marked on the outside with "Bid for Sussex County Vehicle Purchases," and bear the name and address of the respondent. The Bidder shall assume full responsibility for timely delivery at the location designated for receipt of Bids. Oral, telegraphic, electronic, or telephonic bids are invalid and will not receive consideration. Bids submitted by mail shall be enclosed in an outer envelope, similarly endorsed, and addressed to the Sussex County. Bidders may bid on any or all specifications, and should indicate "NO BID" on his or her Bid Form for any specification on which they chose not to bid. All Bidders shall state delivery time and cutoff build date for current model year as part of their bid proposal. Bidder must indicate the vehicle model that will be provided for each specification for which they are submitting a bid.

Each Bidder shall submit an original completed, signed copy of the Bid Form. Each Bidder shall enter amounts for all Lump Sum Prices, Contingent Unit Prices, Alternate Prices, and the Total Base Bid, where designated on the Bid Form. Failure to comply may be cause for rejection. No allowances, segregated Bids or assignments will be considered. State all amounts in numerical figures. Any alterations or erasures must be initialed by the Bidder. All entries must be ink or typewritten. A Bidder shall make no additional stipulations on the Bid Form nor qualify his Bid by attachments or any other matter. Stipulations or qualifications will be subject to rejection.

If the Bidder is an individual, each copy of the Bid Form shall be signed by the individual himself, under his business name. If the Bidder is a partnership, each copy of the Bid Form shall be signed by an authorized partner, under the name of the partnership. If the Bidder is a corporation, each copy of the Bid Form shall be signed by an authorized executive officer of the corporation under its registered name and the corporate seal shall be affixed. If the Bidder is a limited liability company, each copy of the Bid Form shall be signed by the authorized Managing Member(s).

Other Bid Forms

Each Bid must be accompanied by the completed, signed, and witnessed Certification of Bidder. In addition, any other Bid Forms included in the packet shall be fully completed in accordance with the instructions on the forms.

Information Regarding Bids

The Contract Documents contain the provisions required for the Purchase. Information obtained from an officer, agent, or employee of Sussex County, or any other person shall not affect the risks or obligations assumed by the Bidder or relieve the Bidder from fulfilling any of the conditions of the contract.

No oral interpretations will be made to any Bidder as to the meaning of the Contract Documents or any part thereof. Every request for such an interpretation shall be made in writing to Sussex County Government. Any inquiry received five (5) days or more prior to the Bid Opening date will be given consideration. Every interpretation to a Bidder will be made in the form of an addendum to the contract documents. In addition, all addenda will be issued to each recorded holder of the Contract Documents, but it shall be the Bidder's responsibility to make inquiry as to the addenda issued. All such addenda shall become a part of the Contract and all Bidders shall be bound by such addenda. Bidders shall acknowledge receipt of all addenda on the Bid Form. Failure to do so will result in Bid rejection.

Late Proposals or Late Withdrawals

A Bid received after the closing date and time for receipt of proposals is late and shall not be considered.

No Bidder shall be permitted to make a modification to its original Bid for a minimum of sixty (60) days.

A modification of a Bid resulting from an amendment issued after the closing date and time for receipt of proposals or a modification of a proposal resulting from discussions during negotiations shall be considered if received by the closing date and time set forth in the amendment or by the closing date and time for submission of best and final offers, whichever is applicable. If the modifications described in this subsection are received after the respective date and time described in this subsection, the modifications are late and shall not be considered.

Sussex County Government expressly reserves the right to reject any or all Bids received and/or waive informalities, minor defects and/or reject a particular Bid or all Bids. Any Bid may be withdrawn prior to the above scheduled time for Bid Opening. Bids submitted after the time specified for the Bid opening will not be considered and will be returned unopened. Bids may not be withdrawn within sixty (60) days after the Bid Opening, unless a request to withdraw is granted in accordance with Title 29, Chapter 69 of the Delaware Code. Should there be a reason for not awarding the Contract to the lowest responsive Bidder within sixty (60) days, the time may be extended by mutual agreement between Sussex County Government and the Bidder.

A Notice of Award will be issued to the lowest responsive Bidder. The successful Bidder is required to execute the Agreement and provide a Certificate of Insurance within twenty (20) calendar days from the date of delivery of Notice of Award. The appropriate Agreement and forms will accompany the Notice of Award. If the Bidder fails to execute the Agreement as specified within 20 calendar days, the next low Bidder in order of bid price shall then be considered the lowest responsive Bidder and the Contract will be awarded to him/her. Should this Bidder default, the next low Bidder shall be considered and so on.

Bidders who are rejected under this section shall be notified in writing about the rejection. The reasons for the rejection shall be stated in the determination.

Each Bidder shall be evaluated for responsibility prior to award which may include factors such as the Bidder's financial, physical, personnel, or other resources including subcontracts; Bidder's record of performance or integrity; whether Bidder is qualified legally to contract with the County; and whether the Bidder has supplied all necessary information concerning its responsiveness. If Sussex County Government determines that a Bidder is nonresponsive or non-responsible, the determination shall be in writing and set forth the basis for the determination. A copy of the determination shall be promptly sent to the affected Bidder.

Non-Discrimination

The Bidder in performing the work furnished by this Contract or furnishing the equipment or services provided herein shall not discriminate against any person seeking employment with or employed by him/her because of race, creed, color, or national origin.

BID FORM

To: Sussex County Government
For: Sussex County Vehicle Purchases

Bidder Acknowledgements

The undersigned Bidder has carefully examined the Instructions to Bidders and the Specifications, the Agreement, and all other portions of this Request for Proposal for the performance of the above-named project, and shall deliver the equipment in accordance with the requirements of the Contract Documents.

The Bidder certifies by the submission of this Bid that there has been no violation of copyrights or patent rights in manufacturing, producing or selling the product or services shipped or ordered as a result of this Bid. The successful Bidder shall, at his own expense, defend any and all actions or suits charging such infringements, and will save Sussex County, and its appointed and elected officials, officers, partners, directors, employees, and agents harmless from any and all liability, loss, or expense occasioned by any such violation.

The undersigned Bidder acknowledges receipt of all Addenda issued during the bidding process.

Confidentiality

If Bidder considers any portion of its Bid to be confidential, Bidder shall be required to isolate and identify in writing any confidential portions thereof. Bidder shall include, with this designation, a statement that explains and supports the Bidder's claim that the items identified as confidential contain trade secrets or other proprietary data. In submitting its Bid, Bidder acknowledges that its Bid, whether successful or not, shall be subject to disclosure and available for public inspection and copying in accordance with the Delaware Freedom of Information Act, 29 Del. C., Chapter 100, except to the extent withholding such information is permitted under the Act or otherwise permitted by law.

Basis of Bid

This Bid includes all other applicable taxes and fees.

The undersigned Bidder further understands that all equipment covered by this Bid shall be new and of the best quality and the highest-grade workmanship.

Dated:

(If an Individual, Partnership, Limited Liability Company, or Non-Incorporated Organization)

Name of Business:

Chas S Winner Inc. dba WinnerFord

Signature of Bidder:

Linda Hoffman

By:

Linda Hoffman

Business Address:

200 Berlin Rd. Cherry Hill NJ

08034

BID FORM

To: Sussex County Government
For: Sussex County Vehicle Purchases

Bidder Acknowledgements

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Basis of Bid

This Bid includes all other applicable taxes and fees.

The undersigned Bidder further understands that all equipment covered by this Bid shall be new and of the best quality and the highest-grade workmanship.

Dated:

(If an Individual, Partnership, Limited Liability Company, or Non-Incorporated Organization)

Name of Business: _____

Signature of Bidder: _____

By: _____

Business Address: _____

BID FORM - continued

Names and _____
Address of _____
Members _____

(If a corporation)

Name of Business: Chassis Winner Inc dba Winnerford
Signature of Bidder: Linda Hoffman
By: Linda Hoffman
Business Address: 250 Berlin Road
Cherry Hill, NJ 08034
New Jersey

Incorporated under the laws of the State of: _____

President's Name Thomas Hatzis
(Address) 1723 Gunning Jr. Wilmington DE 19803

Secretary's Name same as above
(Address) _____

Treasurer's Name same as above
(Address) _____

Affix Corporate Seal

BID SCHEDULE

Specification A

Mid-Size SUV, 4WD Model: 2003 Explorer
 Delivery Time: Not known at this time, (20 plus weeks)
 Cutoff Date for Ordering: None at this time

Base Bid:

Item	Description	Total Price
A-1	Furnish Mid Size SUV All Wheel Drive	31500.00
A-2	Delivery Charge	15.00
	Total Base Bid	\$ 31575.00

Add/Alternate Bid Items:

Item	Description	Price
A-3	Third Row Fold Down Seat	Standard
A-4	Light Bar & 4 Corner Lights	2081.00

Specification A-1

Mid-Size SUV Interceptor, AWD Model: 2022 K8A Interceptor

Delivery Time: Not known at this time (24 plus weeks)

Cutoff Date for Ordering: None at this time

Base Bid:

Item	Description	Total Price
A 1-1	Furnish Mid-Size SUV Interceptor AWD	37890.00
A 1-2	Delivery Charge	75.00
	Total Base Bid	\$ 37965.00

Specification B

Double or Crew Cab Pickup 150/1500 Model 4WD:

2022 Ford F150 Crew Cab

Delivery Time: Not known at this time, (24 plus weeks)

Cutoff Date for Ordering: None at this time

Base Bid:

Item	Description	Total Price
B-1	Double or Crew Cab Pickup 4WD 6' bed	33572.00
B-2	Delivery Charge	75.00
	Total Base Bid	\$ 33587.00

Add/Alternate Bid Items:

Item	Description	Price
B-3	Spray in Liner	542.00
B-4	Vinyl flooring	Standard
B-5	Delete Light Bar & 4 Corner Lights (Credit)	(1890.00)
B-6	V-8 Engine	1721.00
B-7	8' Bed	488.00
B-8	Optional Diesel engine	4546.00

Specification C

Double, Super or Crew Cab Pickup Truck 250/2500 Model: 2002 F450 Super Cab Crew Cab
 Delivery Time: 30 plus weeks
 Cutoff Date for Ordering: None at this time

Base Bid:

Item	Description	Total Price
C-1	Furnish Double Cab with 6 and ½ Foot Bed	29525.00
C-2	Furnish Crew Cab with 6 and ½ Foot Bed	31954.00
C-3	Furnish Double Cab with 8 Foot Bed	31544.00
C-4	Furnish Crew Cab with 8 Foot Bed	32143.00
C-5	Furnish Crew Cab with 6 and ¾ Foot Bed	31954.00
	Delivery Charge	75.00

Add/Alternate Bid Items:

Item	Description	Price
C-6	Delete Bed and add Service Body	110400.00
C-7	Optional Diesel Engine	9951.00
C-8	Telescopic Roof on Utility Body	2755.00
C-9	Snow Plow	9285.00
C-10	Slide Out Tray	805.00
C-11	Delete Light Bar & 4 Corner Lights (Credit)	(1881.00)

Specification D (EMS)

Pickup Truck 350/3500 Model: _____

Delivery Time: _____

Cutoff Date for Ordering: _____

Base Bid:

Item	Description	Total Price
D-1	Single Rear Wheel Crew Cab with 6.85' Bed	No Bid
D-2	Delivery Charge	
	Total Base Bid	\$ No Bid

Specification E

4WD Suburban: _____

Delivery Time: _____

Cutoff Date for Ordering: _____

Base Bid:

Item	Description	Total Price
E-1	4WD Chevrolet Suburban	No Bid
E-2	Delivery Charge	
	Total Base Bid	\$ No Bid

Specification F

Suburban Up-Fit: _____

Delivery Time: _____

Cutoff Date for Ordering: _____

Base Bid:

Item	Description	Total Price
F-1	2022 Suburban's Up-Fit	No Bid
F-2	Delivery Charge	
	Total Base Bid	\$ No Bid

Specification G

One Ton SRW 6.85' Pickup style truck **Upfit:** _____

Delivery Time: _____

Cutoff Date for Ordering: _____

Base Bid:

Item	Description	Total Price
G-1	One Ton SRW 6.85' Pickup style truck upfit	No Bid
G-2	Delivery Charge	
	Total Base Bid	\$ No Bid

Specification H

Ford Interceptor **Upfit**: _____

Delivery Time: _____

Cutoff Date for Ordering: _____

Base Bid:

Item	Description	Total Price
H-1	Ford Interceptor upfit	No Bid
H-2	Delivery Charge	
	Total Base Bid	\$ No Bid

END of base bid forms

CERTIFICATION OF BIDDER

The undersigned Bidder, Chas's Winner Inc. dba Winner Fed on the 28 day of July, 2021, for Sussex County Vehicle Purchases acknowledges:

1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization or corporation;
2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham bid;
3. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
4. Bidder has not engaged in corrupt, fraudulent, collusive or coercive practices in competing for the Contract. For the purposes of this Paragraph:
 - a. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process;
 - b. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Sussex County Government, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Sussex County Government of the benefits of free and open competition;
 - c. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Sussex County Government, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
 - d. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

CORPORATE SEAL

Signature of Bidder: [Signature]
BY: Linda Hoffman

Attest: [Signature]
Secretary

Sworn and subscribed before me this 28 day of July, 2021

My commission expires _____
[Signature]
Notary Public

ARLENE M. LAFFERTY
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires December 17, 2023

AGREEMENT

THIS AGREEMENT, made this 28 day of July, 2021, by and between **Sussex County, a political subdivision of the State of Delaware**, hereinafter called "Owner", and Winner Ford, doing business as (an Individual) or (a Partnership) or (a Corporation), hereinafter called "Vendor".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The VENDOR shall commence and supply the Sussex County Vehicle Purchase(s)
2. All capitalized terms herein and throughout the Contract Documents shall have the same meaning as defined in the General Conditions.
3. The Vendor shall furnish all of the Equipment in accordance with the requirements of the Contract Documents ("Work").
4. The Vendor shall supply all of the materials and equipment necessary as described in the Contract Documents and shall supply same in accordance with the prices quoted in Vendor's bid schedule.
5. The term "Contract Documents" means and includes the following, which are herein incorporated into this Agreement by reference:
 - A. Invitation to Bid;
 - B. Instructions to Bidders;
 - C. Bid Form;
 - D. Any other forms included in the packet furnished to Bidders;
 - E. General Conditions;
 - G. Technical Specifications;
 - I. Addenda if any; and
 - J. Change Orders, if any.
7. The Owner shall pay the Vendor in the manner and at such times as set forth in the General Conditions such amounts as required by the Contract Documents.
8. To the fullest extent permitted by law, the Vendor shall indemnify, hold harmless and defend Owner and its elected and appointed officials, officers, directors, employees, agents, and consultants from and against all claims,

damages, losses, injuries and expenses including court costs and attorneys' fees arising out of or resulting from the performance of the Work, provided such claims, damages, losses, injuries or expenses are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting there from, but only to the extent directly by any act or omission of the Vendor, or any Subcontractor performing Work. Vendor or any Subcontractor shall be liable, regardless of whether or not such claims, damages, losses, injuries and expenses are caused in part by a party indemnified hereunder.

9. Vendor certifies that there has been no violation of copyrights or patent rights in manufacturing, or selling the product or services shipped or ordered as a result of this Agreement. To the fullest extent permitted by law, the Vendor shall, at his own expense, defend any and all actions or suits charging such infringements, and will save Owner, and its appointed and elected officials, officers, partners, directors, employees, and agents harmless from any and all liability, loss, or expense occasioned by any such violation.
10. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.
11. If the Work shall be abandoned, or if the Contract Documents or any part thereof shall be sublet without the previous written consent of Owner, or if the Contract Documents shall be assigned by Vendor otherwise than as herein specified, or if at any time Owner shall be of the opinion and shall certify in writing to the Vendor that the Work, or any part thereof, is delayed beyond the stated completion time or that the Vendor has violated any provision of the Contract Documents or that the Vendor fails to provide all supplies, material, machinery, implements, appliances and tools or fails to perform the Work as set forth in the Contract Documents, in whole or in part, Owner, in addition to available remedies, may notify the Vendor to discontinue all Work or any part thereof; and thereupon Vendor shall discontinue such Work or such part thereof as Owner may designate and Owner may thereupon, by a contract or otherwise, as it may determine, complete the Work, or such part thereof, and charge the entire expense of so completing the Work or part thereof, to the Vendor.
12. All costs and charges that may be incurred under this section or any damages that should be borne by Vendor shall be withheld or deducted from any moneys then due, or to become due to Vendor under these Contract Documents, or any part thereof; and in such accounting the Owner shall not be held to obtain the lowest cost for the Work or completing the Work or any part thereof, but all sums actually paid therefore shall be charged to Vendor. In case the costs and charges incurred are more than the sum which would have been payable under

the Contract Documents if the same had been completed by Vendor, Vendor shall pay the amount of excess to Owner for the completion of the Work within thirty (30) days of receipt of an invoice.

13. Should any portion of this Agreement be held void, the remainder shall continue in full force and effect. The undersigned acknowledge that they have carefully read this Agreement, have had the opportunity to have been advised of its meaning by an attorney of their choosing, and sign the same of their own free will. In entering into this Agreement, the undersigned warrant that they have done so voluntarily and of their own accord without reliance on any inducement, promise or representation by any other party, except those which are expressly set forth in this Agreement.
14. The Contract Documents constitute the final, entire and exclusive agreement between the parties with respect to the subject matter of all matters discussed in it and supersedes all prior or contemporaneous discussions, statements, representations, warranties or agreements, whether written or oral, made in connection with the Agreement described herein. This Agreement may only be modified by an instrument in writing executed by Owner and their duly authorized representatives.
15. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.
16. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware without respect to its conflict of laws provisions.
17. Time is of the essence for purposes of this Agreement.
18. Vendor shall not assign, sell or otherwise transfer its rights in this Agreement without the prior signed approval of Owner.
19. Vendor is not considered an employee or agent of Owner for any purpose whatsoever. Vendor agrees that in all matters relating to this Agreement it shall be acting as an independent contractor and shall assume and pay all liabilities and perform all obligations imposed with respect to the performance of this Agreement. Vendor shall have no right, power or authority to create any obligation, expressed or implied, on behalf of Owner and shall have no authority to represent Owner as an agent of Owner, unless otherwise specifically authorized by Owner in a writing not contained in these Contract Documents.
20. A party's omission or failure to exercise any rights or obligations under this

Agreement shall not be construed as a waiver of such rights or obligations, unless the party has executed a written waiver of such right or obligation under this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in duplicate, each of which shall be deemed an original, on the date first above written.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

WITNESS



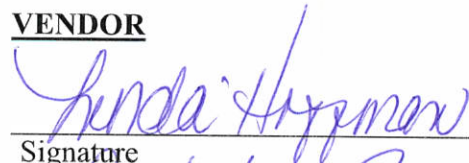
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ATTEST:

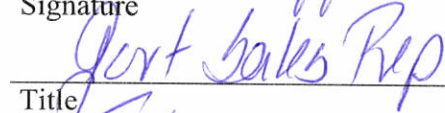
Clerk of Sussex County

Council

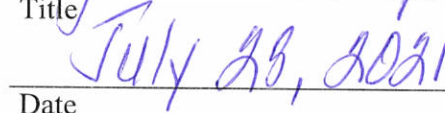
VENDOR



Signature



Title



Date

OWNER

President, Sussex County Council

Date

GENERAL CONDITIONS

DEFINITION OF TERMS:

Whenever the following terms are used, their intent and meaning shall be interpreted as follows:

ADDENDA: Written or graphic instruments issued prior to the opening of Bids, which clarify, correct, or change the Bidding Documents.

AGREEMENT: The written contract between Owner and Vendor covering Work to be performed; other Contract Documents are attached to the Agreement and made a part thereof.

BID or BID PROPOSAL: The offer by Bidder submitted on the prescribed forms setting forth the prices and Work to be performed.

BIDDING DOCUMENTS: The Invitation to Bid, General Conditions, the Bid Form, and proposed Contract Documents (including all Addenda issued prior to receipt of Bids).

CHANGE ORDER: A written order to Vendor signed by Owner authorizing an addition, deletion or revision of Work, or adjustment of Contract Price or Contract Time issued on or after the Effective Date of the Agreement.

CONTRACT DOCUMENTS: The written agreement covering Work to be performed. The awarded Contract Documents shall include, but is not limited to: the Agreement, General Conditions, Technical Specifications, Addenda, and Change Orders.

CONTRACT PRICE: The moneys payable by Owner to Vendor for completion of Work in accordance with the Contract Documents as stated in the Agreement.

COUNTY: Sussex County, a political subdivision of the State of Delaware.

DEFECTIVE: An adjective which, when modifying the word Work, refers to Work that is unsatisfactory, faulty or deficient, in that it does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference standard, test or approval referred to in the Contract Documents, or has been damaged prior to Engineer's recommendation of final payment.

INVITATION TO BID: The public announcement, as required by law, that Sussex County is soliciting Bids for Work to be performed or materials or equipment to be furnished.

MATERIALS/EQUIPMENT: This term describes the materials, equipment, unit, and/or supplies which are required to be supplied to Owner under the Contract Documents.

OWNER: Sussex County, a political subdivision of the State of Delaware.

SUPPLEMENTAL GENERAL CONDITIONS: Modify the General Conditions and are specific clauses setting forth conditions or requirements peculiar to this Contract.

VENDOR: The person, firm or corporation with whom Owner has entered into the Agreement.

WORK: The furnishing of all labor, materials, tools, equipment, and incidentals necessary or convenient to the Vendor's performance of all duties and obligations as required by the Contract Documents.

1.00 ARTICLE 1 – GENERAL REQUIREMENTS & PRELIMINARY MATTERS

1.01 LAWS TO BE OBSERVED: Vendor shall strictly comply with all Federal, State, or County laws, and City or Town ordinances and regulations in any manner affecting the conduct of Work.

1.02 PERMITS AND LICENSES: All necessary permits and licenses required by local, State, or Federal laws shall be provided by Vendor at his/her own expense, unless Owner expressly agrees in writing to provide said permit or license. The Bidder's attention is called to Title 30, Chapter 27 of the Delaware Code, which should be reviewed by Vendor in order to determine whether such laws are applicable to its Bid.

1.03 NOTICE TO PROCEED: The date of Notice to Proceed shall specify the date upon which the Work shall commence. No Work shall be done prior to the date on which the Contract Time commences to run.

1.04 CONTRACT PAYMENT: Payment for equipment supplied in accordance with the Contract Documents shall be made at the lump sum and/or unit prices contained in the Bid. In addition to meeting any other conditions of Final Acceptance set forth herein, Final Acceptance shall not be issued until the Equipment is received by County personnel, the Equipment functions correctly. Owner shall make the final payment in a lump sum within thirty days after Owner's issuance of Final Acceptance for the Vehicles that have been delivered and approved.

1.05 CONTRACT PERIOD: The Contract shall be valid from the date of award through June 30, 2022

2.00 ARTICLE 2 – DELIVERY AND FINAL ACCEPTANCE OF VEHICLES

2.01 The intent of these Contract Documents is to provide for delivery and furnishing of Vehicles described. It is further intended that Vendor shall furnish all labor, materials, equipment, tools, transportation, and supplies required to complete Work in accordance with the Contract Documents. All Work shall be performed in a good and workmanlike manner, and all Vehicles shall be new and in accordance with the Contract Documents.

2.02 All Vehicles will be inspected by an authorized representative of Owner, and if found defective, or if it in any way fails to meet the requirements of the Contract Documents, said Vehicles will be rejected. If said Vehicles are rejected, Vendor shall be responsible for repairing or replacing said Vehicles. Once Vehicles are found to be satisfactory to Owner and any other conditions of Final Acceptance set forth herein are met, Owner shall issue a Final Acceptance and make the final payment in accordance with the provisions herein.

3.00 ARTICLE 3 - INSURANCE REQUIREMENTS

3.01 GENERAL INSURANCE REQUIREMENTS:

- A. Vendor shall not commence Work until Vendor has obtained, at Vendor's own expense, all of the insurance as required hereunder and such insurance has been approved by Owner; nor shall Vendor allow any subcontractor to commence Work on any subcontract until all insurance required of the subcontractor has been so obtained and approved by the Vendor. Approval of insurance required of Vendor will be granted only after submission to Owner of original certificates of insurance and required endorsements that are satisfactory to Owner, evidencing the required insurance.
- B. All insurers underwriting Vendor's insurance must be licensed in the State of Delaware, have a minimum policyholders rating of "A-" or better, and have a financial size of "Class VII" or higher, unless otherwise approved by Owner.
- C. All insurance policies required hereunder shall be endorsed to provide that the policy is not subject to cancellation or non-renewal 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.
- D. If any subcontractors are utilized, Vendor shall require all subcontractors to maintain commercial general liability insurance, business auto liability insurance and workers compensation and employer's liability insurance to the same extent required of Vendor. The Vendor shall furnish subcontractor's certificates of insurance and required endorsements to Owner immediately upon request.

- E. Failure of Owner to obtain such certificates or other evidence of full compliance with these insurance requirements or failure of Owner to identify a deficiency from evidence provided shall not be construed as a waiver of Vendor's insurance requirements.
- F. By requiring such insurance and insurance limits herein, Owner does not represent that coverage and limits will necessarily be adequate to protect Vendor, and such coverage and limits shall not be deemed as a limitation on Vendor's liability under the indemnities granted to Owner.
- G. If the Owner is damaged by the failure or neglect of Vendor to purchase and maintain insurance as required herein, then the Vendor shall bear all reasonable costs properly attributable thereto.
- H. Loss of or damage to any equipment to be provided under the Contract Documents shall be at the sole risk of the Vendor until Substantial Completion.

3.02 Vendor's Insurance

Vendor shall purchase and maintain the following insurance coverages throughout the term of the Contract Documents for not less than the limits specified below or required by law, whichever is greater:

- A. **Commercial general liability** insurance that insures against claims for bodily injury, property damage, personal and advertising injury arising out of or in connection with Vendor's Work, including coverage for claims arising out of liability assumed under the Contract Documents. The minimum limits of liability for this insurance are \$1,000,000 combined single limit for each occurrence; \$1,000,000 combined single limit general aggregate; and \$1,000,000 combined single limit for products/completed operations aggregate. Any general aggregate limit shall apply on a per project basis. This insurance shall not afford coverage on a "claims made" basis without the prior written approval of Owner.
- B. **Business auto liability insurance** with a minimum combined single limit of \$1,000,000 per accident and including coverage for bodily injury and property damage claims arising out of the ownership, maintenance or use of any auto and include coverage for Vendor from bodily injury and property damage claims arising out of liability assumed under the Contract Documents.
- C. **Workers compensation insurance** with statutory benefits as required by any state or Federal law, including standard "other states" coverage and employers liability insurance with minimum limits of \$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.

- D. **Personal property in transit, transportation or motor truck cargo insurance** with limits not less than 100% of the replacement cost of the personal property including equipment to be transported by Vendor (or any subcontractor) under the Contract Documents. Such insurance shall be written on all risks basis and be in effect until Final Acceptance.

4.00 ARTICLE 4 - VENDOR'S RESPONSIBILITIES

4.01 SERVICES, MATERIALS AND EQUIPMENT:

- A. Unless otherwise specified in the Contract Documents, Vendor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, startup and completion of the Work.
- B. All Materials/Equipment incorporated into the Work shall be as specified or, if not specified, shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications shall expressly run to the benefit of Owner.
- C. All Materials/Equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned and conditioned in accordance with instructions provided by manufacturer and/or supplier, except as otherwise may be provided in the Contract Documents.

4.02 PRODUCTS BY NAME/OR "APPROVED EQUAL:" Products by name are intended to be descriptive of quality, workmanship, finish, function, and approximate characteristics desired and are not necessarily intended to be restrictive. Substitution of products for those named may be considered, but must be approved by Owner and with the condition that said product is equal or superior in quality, workmanship, finish, function, and approximate characteristics to that specified by the Contract Documents. Owner will be the sole judge of the equivalences. Please see Technical Specifications for requirements.

4.03 REJECTED MATERIAL: Vendor shall, at his/her own expense, replace or satisfactorily adjust or repair all Materials/Equipment rejected for failure to comply with the Contract Documents.

5.00 ARTICLE 5 - DELIVERY

The delivery of the Vehicles shall be to the following location:

**Sussex County Joint Maintenance Garage
21448 Rudder Lane
Georgetown, DE 19947**

Vendor shall coordinate the delivery to allow an authorized representative of Owner to inspect the Vehicles. If said representative finds the supplied Vehicle(s) to be defective, damaged or if said Vehicles fails in any way to meet the specifications set forth herein, the items in question may be rejected at the sole discretion of Owner. Vehicles must be delivered with the certificate of origin. Sussex County Government will be responsible for completing title and tag work. If conversion work is necessary, the vehicle will be delivered to the successful conversion vendor.

6.00 ARTICLE 6 - CONTRACT TIME

6.01 The Vehicle(s) shall be delivered to the site defined in Article 5.00, by the Vendor within the delivery time listed on the bid form. The Delivery Time may be extended, in the sole and absolute discretion of Owner, with good cause shown.

GENERAL

Scope of Work

The following items shall be supplied on all vehicles as required equipment, unless otherwise specified, and will not be included in the specifications for each individual vehicle.

- A. Speed Control – All vehicles must be equipped with OEM Cruise Control, unless noted otherwise in the individual specifications.
- B. Lug wrench and tire jack.
- C. Inside rear view mirror day/night type.
- D. Seat(s) for driver and passenger(s).
- E. Replaceable element oil filter.
- F. Rear license plate brackets mounted on all vehicles. Manufacturer standard “no cost” front brackets shall be provided loose in vehicle interior, unless specified at time of order.

- G. Flexible fuel engine (FFV) - Required if available, unless otherwise stated.
- H. Cigarette lighter (or power receptacle is acceptable).
- I. Manufacturers Standard AM/FM radio.
- J. Key - Four (4) working keys with 2 Fobs or Four (4) fobbed keys for Chrysler Vehicles, if specification includes power package (windows, locks, etc.) as standard equipment. Otherwise, if standard basic configurations does not include power equipment package, then vendor shall only be required to include four (4) working keys and no Fobs.
- K. Air Condition - Factory installed; integrated with heater and defroster.
- L. Air bag - Driver, Passenger, front and side air bags required.
- M. Glass - Tinted all windows
- N. Exterior side mirrors - standard for model bid.
- O. Spare tire - Mounted manufactures standard full size spare where available.
- P. Brakes - Anti lock braking system
- Q. Steering - manufacturers standard power assisted
- R. Transmission - standard for model quoted.
- S. Floor Mats - All vehicles must be equipped with all-weather rubber floor mats.
- T. Any option that is available at no extra charge shall be included with the delivery of the vehicle and shall not be removed unless specified by Sussex County Government.
- U. If the required General Specifications, listed above, differ from the individual model Specifications identified; the individual model specifications requested will take first priority over the general specifications identified.
- V. Each Vehicle must be delivered with a complete set of operational instruction manuals.
- W. Specifications for each class of vehicle are included below in Attachment A.

1.02 SHIPPING, DELIVERY, STORAGE & HANDLING

- A. All vehicles shall be properly protected such that no damage will occur from the time of shipment until the time of delivery.
- B. County shall be responsible for inspecting all vehicles upon arrival. County shall notify the Vendor within 24 hours of any damage.

1.03 WARRANTY

- A. All warranties begin when the Purchaser accepts delivery from the contractor FOB point of origin/destination.
- B. All warranties shall be in writing and included in the bid. Bidders who fail to meet this requirement shall not be considered as responsive.
- C. All warranties will be transferable to second purchaser should the Department desire to sell this vehicle at a later date.
- D. Each bidder shall submit as part of their bid proposal, copies of the vehicle manufacturer's written warranty.
- E. A 36,000/3 year manufacturers bumper to bumper and a 60,000 miles/5 year power train warranty shall be included.

1.04 Expected Volume

It is anticipated during the fiscal year that Sussex County will purchase the following quantities:

Midsized SUV, 4WD Model	(6) six
Ford Interceptor	(1) one
150/1500 Pickup Truck, 4WD Model	(4) four
250/2500 Pickup Truck, 4WD Model	(1) one
350/3500 Pickup Truck, 4WD Model (EMS)	(1) two
Suburban, 4WD Model	(2) two

Technical Specifications

Vehicle Specification (A) – Mid Size SUV 4WD

1. Wheelbase	112.8 inches or greater
2. Fuel Type	Gasoline - 87 octane
3. Year	2022
4. Maximum Seating	7
5. Color, Exterior	White
6. Color, Interior	Gray Cloth Seats
7. Engine	3.5L V6
8. Transmission	6 Speed Automatic
9. Drive	4WD
10. Doors	4
11. Bed Length	NA
12. Tires	18 inch
13. Wheels	Aluminum
14. Air Conditioning	Yes
15. Cruise Control	Yes
16. Door Locks	Powered
17. Windows	Powered
18. Trailer package	NA
19. Headroom Front	41.4 inches, or larger
20. Maximum Leg Room front	42.9 inches, or larger
21. Hip Room Front	57.3 inches, or larger
22. Shoulder room Front	61.5 inches, or larger
23. Ground Clearance	NA
24. Fuel tank	18 to 22 gallons
25. Skid Plate	NA
26. Running Boards	Yes
27. Provision for aftermarket roof mounted Light bar	Yes
28. Recovery Hooks	Yes
29. License Plate Bracket	Front and rear
30. Bluetooth, or similar hands free device	Yes
31. Warranty	Bumper to bumper 3yr/36K Miles, Powertrain 5yr/60K Miles
32. Roadside Safety Kit	Yes
33. Trailer Hitch	NA
34. Optional	<ol style="list-style-type: none"> 1. Lift up rear cargo area door. 2. Third row fold down seat. 3. Option for removal of Center Console by the Buyer, AND ability (necessary space) to install computer/electronics stand provided by vendor - Havis. 4. Roof mounted fully populated LED light bar with arrow stick, take downs & alley lights. Two amber lights mounted on front and rear of vehicle.

Specification (A1)- EMS (Interceptor) Mid-Size SUV AWD

1. Wheelbase	119 inches or greater
2. Fuel Type	Gasoline - 87 octane
3. Year	2022
4. Maximum Seating	5
5. Color, Exterior	White
6. Color, Interior	Ebony Cloth Seats
7. Engine	3.3L V6 FFV
8. Transmission	10 Speed Automatic
9. Drive	AWD
10. Doors	5
11. Bed Length	NA
12. Tires	18 inches
13. Wheels	Aluminum 18"
14. Air Conditioning	Yes
15. Cruise Control	Yes
16. Door Locks	Powered
17. Windows	Powered
18. Trailer package	NA
19. Headroom Front	40.7 inches, or larger
20. Maximum Leg Room front	40.9 inches, or larger
21. Hip Room Front	59.3 inches, or larger
22. Shoulder room Front	61.8 inches, or larger
23. Ground Clearance	NA
24. Fuel tank	18 to 22 gallons
25. Skid Plate	NA
26. Running Boards	No
27. Provision for aftermarket roof mounted Light bar	No
28. Recovery Hooks	Yes
29. License Plate Bracket	Front and rear
30. Bluetooth, or similar hands-free integrated device	Yes
31. Warranty	Bumper to bumper 3yr/36K Miles, Powertrain 5yr/60K Miles
32. Roadside Safety Kit	Yes
33. Trailer Hitch	Yes
34. Optional	1, Center console delete 2. Ready for the road package emergency warning package with red/blue LED plus optional rear qtr. glass & sideview mirror 3. Stand Alone options- auxiliary air conditioned,

Vehicle Specification (B) - 4 Door, Double or Crew Cab 150/1500 Series Pickup Truck- 4 WD

1. Wheelbase	143 inches or greater
2. Fuel Type	Gasoline - 87 octane
3. Year	2022
4. Maximum Seating	5 or 6
5. Color, Exterior	White
6. Color, Interior	Gray Cloth Seat with Vinyl Floors
7. Engine	3.3 L V6 FFV Engine
8. Transmission	Automatic
9. Drive	4- Wheel Drive
10. Limited Slip Rear	Yes
11. Doors	4
12. Bed Length	6 Feet
13. Tires	17 inch
14. Wheels	Factory Standard
15. Air Conditioning	Yes
16. Cruise Control	Yes
17. Door Locks	Powered
18. Windows	Powered
19. Trailer package	Trailer Hitch w/ trailer plug and OEM brake controller
20. Headroom Front	40.0 inches, or greater
21. Maximum Leg Room front	43.0 inches, or greater
22. Hip Room Front	62.0 inches, or greater
23. Shoulder room Front	66.0 inches, or greater
24. Ground Clearance	9.0 inches- minimum
25. Fuel tank	22 to 26 gallons
26. Skid Plate	Yes
27. Running Boards	Yes
28. Provision for aftermarket roof mounted Light bar	Yes
29. Recovery Hooks	Yes
30. License Plate Bracket	Front and Rear
31. Bluetooth, or similar hands free device	Yes
32. Warranty	Bumper to bumper 3yr/36K Mile Powertrain 5yr/60K Miles
33. Roadside Safety Kit	Yes
34. Emergency Lighting	Roof mounted fully populated LED light bar with arrow stick, take downs & alley lights. Two amber lights mounted on front and rear of vehicle.
35. Optional	1. Spray in bed liner- Black 2. V-8 Engine in place of V-6 3. 8' bed in place of 6' bed

Vehicle Specification C – 250/2500 Series Pickup Truck

1. Fuel Type	87 Octane or Diesel
2. Year	2022
3. Maximum Seating	5 or 6
4. Color, Exterior	White
5. Color, Interior	Gray Cloth Seats with Vinyl Floors
6. Engine	6.0 L to 6.2 L - V8
7. Transmission	Automatic
8. Drive	4-Wheel Drive
9. Limited Slip Rear	Yes
10. Doors	See #34
11. Bed Length	See #34
12. Tires	Standard for Model
13. Wheels	Standard for Model
14. Air Conditioning	Yes
15. Cruise Control	Yes
16. Door Locks	Power
17. Windows	Power
18. Trailer package	Trailer Hitch w/ trailer plug and OEM brake controller
19. Snow Plow Prep	Yes
20. Headroom Front	NA
21. Maximum Leg Room front	NA
22. Hip Room Front	NA
23. Shoulder room Front	NA
24. Ground Clearance	NA
25. Fuel tank	Standard for Make/Model
26. Skid Plate	Yes
27. Running Boards	Yes
28. Provision for aftermarket roof mounted Light bar	Yes
29. Recovery Hooks	Yes
30. License Plate Bracket	Yes, Front and rear
31. Bluetooth, or similar hands free device	Yes
32. Warranty	Minimum bumper to bumper 3yr/36K Miles, Minimum Powertrain 5yr/60K Miles
33. Roadside Safety Kit	Yes
34. Additional	Individual Specifications to be quoted: 1. C1. Double Cab with 6 and ½ Foot Bed 2. C2 Crew Cab with 6 and ½ Foot Bed 3. C3 Double Cab with 8 Foot Bed 4. C4 Crew Cab with 8 Foot Bed 5. C5 Crew Cab with 6 and ¾ Foot Bed

	<p>6. Each listed above with deletion of the truck bed and addition of Knapheide Service Body 696 Series or similar make and dimension service body, with: Four sets of keys to body.</p> <ol style="list-style-type: none"> a. Flip Top Compartments b. Steel ball hitch recess bumper c. Master Locking Bar d. LED Stop/Tail/Turn and Backup Lights e. LED Compartment Lights <p>7. HEAVY-SERVICE PACKAGE FOR PICKUP BOX DELETE includes:</p> <ul style="list-style-type: none"> ● Heavy-service front springs (200 lbs. Upgrade above the spring computer selected as a consequence of options chosen. Not to be Included however if maximum springs have been computer selected as standard equipment). ● Rear stabilizer bar ● Rear auxiliary springs <p>8. Additionally, replacement of spare tire, if deleted with pickup box delete.</p> <p>9. Spray in bed liner- Black (cargo area, inner tailgate, apron, and bumper)</p> <p>10. OEM Back up camera</p> <p>11. Roof mounted fully populated LED light bar with arrow stick, take downs & alley lights. Two amber lights mounted on front and rear of vehicle.</p>
<p>35. Optional</p>	<ol style="list-style-type: none"> 1. Snow Plow: Western Plow Wide-Out XL Version or approved equal 2. Telescopic Roof: KUVcc Product Line or approved equal 3. Slide Out Tray: 100% Extendable with Marine Grade or Salt Treated ¾ inch Plywood Top with Minimal 750 lb. Weight Rating <p>Note: specification to broken down and be specified individually as noted in # 34.:</p> <ul style="list-style-type: none"> ● C1 ● C2 ● C3 ● C4 ● C5

**Specification D (EMS) SRW 350/3500 Series Pickup Truck Min. GVWR
11,350 pounds**

1. Fuel Type	87 Octane
2. Year	2022
3. Maximum Seating	5 or 6
4. Color, Exterior	Summit White
5. Color, Interior	Jet Black Cloth Seats with Vinyl Floors
6. Engine	6.6 L V*
7. Transmission	Automatic 6 speed
8. Drive	4-Wheel Drive
9. Limited Slip Rear	Yes with 3:73 ratio
10. Doors	Four (4)
11. Bed Length	6.85'
12. Tires	All Terrain Mud & Snow E rated
13. Wheels	Black 18"
14. Air Conditioning	Yes
15. Cruise Control	Yes
16. Door Locks	Power
17. Windows	Power
18. Trailer package	Trailer Hitch w/ trailer plug and OEM integrated brake controller
19. Snow Plow Prep	Yes
20. Mirrors	Outside heated, power adjustable vertical trailering, manual fold and black exterior
21. Glass	Deep tinted
22. Seats	40/20/20 split
23. Alternator	Minimum of 220 amps
24. Cab clearance lighting	Yes
25. Fuel tank	36 gallon minimum
26. Skid Plate	Yes
27. Running Boards	6" black rectangular
28. Cargo Tie downs	Minimum of 12
29. Recovery Hooks	Yes
30. License Plate Bracket	Front and rear
31. Bluetooth, or similar hands-free device	Yes
32. Warranty	Minimum bumper to bumper 3yr/36K Miles, Minimum Powertrain 5yr/60K Miles
33. Roadside Safety Kit	Yes

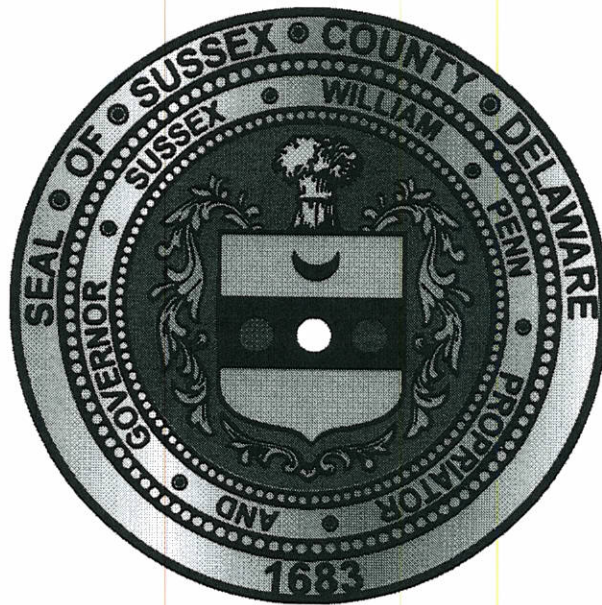
Specification E (EMS) Suburban

1. Fuel Type	87 Octane
2. Year	2022
3. Maximum Seating	5 or 6
4. Color, Exterior	Summit White solid
5. Color, Interior	Jet Black with Vinyl Floors
6. Engine	5.3L Ecotec V 8 with high capacity air cleaner
7. Transmission	Automatic 10 speed with engine cooler
8. Drive	4-Wheel drive with auto locking hubs
9. Limited Slip Rear	3:23 ratio
10. Doors	Four (4) with additional rear liftgate
11. Axles	Heavy duty with auto leveling feature
12. Tires	All season 265/65R18 SL
13. Wheels	Silver or aluminum 18" x 8.5"
14. Air Conditioning	Front and rear with separate controls
15. Cruise Control	Yes
16. Door Locks	Power
17. Windows	Power
18. Trailer package	Trailer hitch w/ 7 prong trailer plug and OEM integrated brake controller
19. Wipers	2 speed intermittent with rain sense feature
20. Mirrors	power adjustable, manual fold, largest available
21. Glass	Deep tinted expect for windshield/front driver & passenger
22. Seats	Front- bucket/cloth Rear- Vinyl 60/40 split
23. Alternator	Minimum of 200 amps with dual batteries
24. Cab clearance lighting	no
25. Fuel tank	28 gallon minimum
26. Skid Plate	Yes, if available
27. Running Boards	Full length with min. 300 lb. capacity
28. Safety features	Auto emergency braking, fwd. collision alert, lane assist & following distance indicator. Content theft alarm- provision to disable, <u>seat belt extenders for each position</u>
29. Recovery Hooks	Front frame mounted
30. License Plate Bracket	Front and rear
31. Bluetooth, or similar hands-free device	Yes
32. Warranty	Minimum bumper to bumper 3yr/36K Miles, Minimum Powertrain 5yr/60K Miles
33. Roadside Safety Kit	Yes

SUSSEX COUNTY GOVERNMENT

REQUEST FOR PROPOSALS

VEHICLE PURCHASES



JULY 2021

SUSSEX COUNTY GOVERNMENT
2 THE CIRCLE
P.O. BOX 589
GEORGETOWN, DELAWARE 19947
(302) 855 – 7730
WWW.SUSSEXCOUNTYDE.GOV

BID FORM

To: Sussex County Government
For: Sussex County Vehicle Purchases

Bidder Acknowledgements

The undersigned Bidder has carefully examined the Instructions to Bidders and the Specifications, the Agreement, and all other portions of this Request for Proposal for the performance of the above-named project, and shall deliver the equipment in accordance with the requirements of the Contract Documents.

The Bidder certifies by the submission of this Bid that there has been no violation of copyrights or patent rights in manufacturing, producing or selling the product or services shipped or ordered as a result of this Bid. The successful Bidder shall, at his own expense, defend any and all actions or suits charging such infringements, and will save Sussex County, and its appointed and elected officials, officers, partners, directors, employees, and agents harmless from any and all liability, loss, or expense occasioned by any such violation.

The undersigned Bidder acknowledges receipt of all Addenda issued during the bidding process.

Confidentiality

If Bidder considers any portion of its Bid to be confidential, Bidder shall be required to isolate and identify in writing any confidential portions thereof. Bidder shall include, with this designation, a statement that explains and supports the Bidder's claim that the items identified as confidential contain trade secrets or other proprietary data. In submitting its Bid, Bidder acknowledges that its Bid, whether successful or not, shall be subject to disclosure and available for public inspection and copying in accordance with the Delaware Freedom of Information Act, 29 Del. C., Chapter 100, except to the extent withholding such information is permitted under the Act or otherwise permitted by law.

Basis of Bid

This Bid includes all other applicable taxes and fees.

The undersigned Bidder further understands that all equipment covered by this Bid shall be new and of the best quality and the highest-grade workmanship.

Dated:

(If an Individual, Partnership, Limited Liability Company, or Non-Incorporated Organization)

Name of Business: First Due Customs, LLC

Signature of Bidder: 

By: _____

Business Address: 4186 Stein Hwy., Seaford, DE 19973

BID FORM - continued

Names and _____
Address of _____
Members _____

(If a corporation)

Name of Business: _____

Signature of Bidder: _____

By: _____

Business Address: _____

Incorporated under the laws of the State of: Delaware

President's Name Brad L. Taylor

(Address) 4186 Stein Hwy., Seaford, DE 19973

Secretary's Name _____

(Address) _____

Treasurer's Name _____

(Address) _____

Affix Corporate Seal

Specification F

Suburban Up-Fit: _____

Delivery Time: TBD _____

Cutoff Date for Ordering: _____

Base Bid:

Item	Description	Total Price
F-1	2022 Suburban's Up-Fit	54,850.68
F-2	Delivery Charge	0.00
	Total Base Bid	\$ 54,850.68

Specification G

One Ton SRW 6.85' Pickup style truck **Upfit:** _____

Delivery Time: TBD _____

Cutoff Date for Ordering: _____

Base Bid:

Item	Description	Total Price
G-1	One Ton SRW 6.85' Pickup style truck upfit	19,742.00
G-2	Delivery Charge	0.00
	Total Base Bid	\$ 19,742.00

Specification H

Ford Interceptor **Upfit:** _____

Delivery Time: TBD _____

Cutoff Date for Ordering: _____

Base Bid:

Item	Description	Total Price
H-1	Ford Interceptor upfit	14,842.00
H-2	Delivery Charge	0.00
	Total Base Bid	\$ 14,842.00

END of base bid forms

CERTIFICATION OF BIDDER

The undersigned Bidder, Brad L. Taylor on the 30th day of July, 2021, for Sussex County Vehicle Purchases acknowledges:

1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization or corporation;
2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham bid;
3. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
4. Bidder has not engaged in corrupt, fraudulent, collusive or coercive practices in competing for the Contract. For the purposes of this Paragraph:
 - a. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process;
 - b. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Sussex County Government, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Sussex County Government of the benefits of free and open competition;
 - c. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Sussex County Government, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
 - d. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

CORPORATE SEAL

Signature of Bidder: 

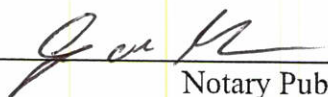
BY: _____

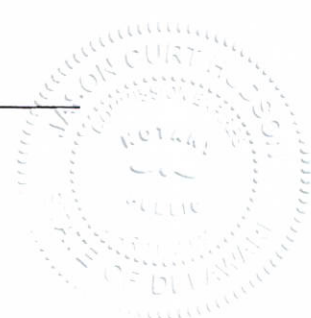
Attest: _____

Secretary

Sworn and subscribed before me this 30 day of July, 2021.

My commission expires March 11 2024.


Notary Public



AGREEMENT

THIS AGREEMENT, made this ____ day of _____, 20____, by and between **Sussex County, a political subdivision of the State of Delaware**, hereinafter called "Owner", and _____, doing business as (an Individual) or (a Partnership) or (a Corporation), hereinafter called "Vendor".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The VENDOR shall commence and supply the Sussex County Vehicle Purchase(s)
2. All capitalized terms herein and throughout the Contract Documents shall have the same meaning as defined in the General Conditions.
3. The Vendor shall furnish all of the Equipment in accordance with the requirements of the Contract Documents ("Work").
4. The Vendor shall supply all of the materials and equipment necessary as described in the Contract Documents and shall supply same in accordance with the prices quoted in Vendor's bid schedule.
5. The term "Contract Documents" means and includes the following, which are herein incorporated into this Agreement by reference:
 - A. Invitation to Bid;
 - B. Instructions to Bidders;
 - C. Bid Form;
 - D. Any other forms included in the packet furnished to Bidders;
 - E. General Conditions;
 - G. Technical Specifications;
 - I. Addenda if any; and
 - J. Change Orders, if any.
7. The Owner shall pay the Vendor in the manner and at such times as set forth in the General Conditions such amounts as required by the Contract Documents.
8. To the fullest extent permitted by law, the Vendor shall indemnify, hold harmless and defend Owner and its elected and appointed officials, officers, directors, employees, agents, and consultants from and against all claims,

damages, losses, injuries and expenses including court costs and attorneys' fees arising out of or resulting from the performance of the Work, provided such claims, damages, losses, injuries or expenses are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting there from, but only to the extent directly by any act or omission of the Vendor, or any Subcontractor performing Work. Vendor or any Subcontractor shall be liable, regardless of whether or not such claims, damages, losses, injuries and expenses are caused in part by a party indemnified hereunder.

9. Vendor certifies that there has been no violation of copyrights or patent rights in manufacturing, or selling the product or services shipped or ordered as a result of this Agreement. To the fullest extent permitted by law, the Vendor shall, at his own expense, defend any and all actions or suits charging such infringements, and will save Owner, and its appointed and elected officials, officers, partners, directors, employees, and agents harmless from any and all liability, loss, or expense occasioned by any such violation.
10. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.
11. If the Work shall be abandoned, or if the Contract Documents or any part thereof shall be sublet without the previous written consent of Owner, or if the Contract Documents shall be assigned by Vendor otherwise than as herein specified, or if at any time Owner shall be of the opinion and shall certify in writing to the Vendor that the Work, or any part thereof, is delayed beyond the stated completion time or that the Vendor has violated any provision of the Contract Documents or that the Vendor fails to provide all supplies, material, machinery, implements, appliances and tools or fails to perform the Work as set forth in the Contract Documents, in whole or in part, Owner, in addition to available remedies, may notify the Vendor to discontinue all Work or any part thereof; and thereupon Vendor shall discontinue such Work or such part thereof as Owner may designate and Owner may thereupon, by a contract or otherwise, as it may determine, complete the Work, or such part thereof, and charge the entire expense of so completing the Work or part thereof, to the Vendor.
12. All costs and charges that may be incurred under this section or any damages that should be borne by Vendor shall be withheld or deducted from any moneys then due, or to become due to Vendor under these Contract Documents, or any part thereof; and in such accounting the Owner shall not be held to obtain the lowest cost for the Work or completing the Work or any part thereof, but all sums actually paid therefore shall be charged to Vendor. In case the costs and charges incurred are more than the sum which would have been payable under

the Contract Documents if the same had been completed by Vendor, Vendor shall pay the amount of excess to Owner for the completion of the Work within thirty (30) days of receipt of an invoice.

13. Should any portion of this Agreement be held void, the remainder shall continue in full force and effect. The undersigned acknowledge that they have carefully read this Agreement, have had the opportunity to have been advised of its meaning by an attorney of their choosing, and sign the same of their own free will. In entering into this Agreement, the undersigned warrant that they have done so voluntarily and of their own accord without reliance on any inducement, promise or representation by any other party, except those which are expressly set forth in this Agreement.
14. The Contract Documents constitute the final, entire and exclusive agreement between the parties with respect to the subject matter of all matters discussed in it and supersedes all prior or contemporaneous discussions, statements, representations, warranties or agreements, whether written or oral, made in connection with the Agreement described herein. This Agreement may only be modified by an instrument in writing executed by Owner and their duly authorized representatives.
15. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.
16. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware without respect to its conflict of laws provisions.
17. Time is of the essence for purposes of this Agreement.
18. Vendor shall not assign, sell or otherwise transfer its rights in this Agreement without the prior signed approval of Owner.
19. Vendor is not considered an employee or agent of Owner for any purpose whatsoever. Vendor agrees that in all matters relating to this Agreement it shall be acting as an independent contractor and shall assume and pay all liabilities and perform all obligations imposed with respect to the performance of this Agreement. Vendor shall have no right, power or authority to create any obligation, expressed or implied, on behalf of Owner and shall have no authority to represent Owner as an agent of Owner, unless otherwise specifically authorized by Owner in a writing not contained in these Contract Documents.
20. A party's omission or failure to exercise any rights or obligations under this

Agreement shall not be construed as a waiver of such rights or obligations, unless the party has executed a written waiver of such right or obligation under this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in duplicate, each of which shall be deemed an original, on the date first above written.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

WITNESS

(SEAL)

ATTEST:

Clerk of Sussex County

Council

VENDOR

Signature

Title

Date

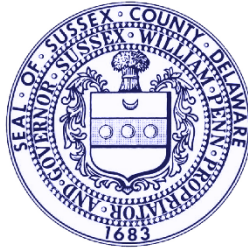
OWNER

President, Sussex County Council

Date

ENGINEERING DEPARTMENT

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



Sussex County

DELAWARE
sussexcountyde.gov

HANS M. MEDLARZ, P.E.
COUNTY ENGINEER

Memorandum

TO: Sussex County Council
The Honorable Michael H. Vincent, President
The Honorable 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: *EMS Public Safety Building – Project C19-04*
A. Recommendation to Award
B. George, Miles & Buhr – Arch. Contract – Approval of Amendments 2 & 3

DATE: August 10, 2021

The single Public Safety Building concept was first introduced in the FY 2019 Budget Ordinance. The building's purpose is to consolidate all EMS training, administration, and logistics functions in one facility replacing the current locations. The scope and cost were updated in accordance with a space allocation programming effort in the FY 2020 Budget Ordinance and further refined based on design stages in the FY 2021 & FY 2022 Budget Ordinances reflecting a total project expense of \$12.00 million. At this stage in process, the anticipated overall project expenses are well within budget.

The programming and design effort required professional services and, following a publicly advertised request for proposal process, Council awarded the EMS Department's - Architectural Consulting Services base contract to the George, Miles and Buhr, Inc. The subsequent Public Safety Building Project C19-04 base agreement covered professional services for an initial not to exceed amount of \$300,000.00 to be billed in accordance with GMB's audited hourly rates.

The State's fire prevention code required a single-entry point necessitating a full sprinkler distribution system design and due to the critical nature of the facility a secondary air conditioning backup in the form of a cooling tower was desired. To avoid unnecessary mark-up expenses Council authorized a \$31,720.00 stand-alone purchase order to RMF Engineering for these specialty design services.



In October of 2020 the Departments presented the 60% design review to County Council followed by a 75% design presentation in March of 2021. Based on the County's request GMB was asked to create several breakout specialty scopes for procurement under Cooperative Purchasing Agreements. This increased the project design complexity and on March 23, 2021 Council approved GMB's amendment No.1 increasing the not to exceed threshold by \$61,500.00.

Following the March Council presentation, the scope still evolved considerably due to design revisions and added design features. Consequently, GMB and its subconsultants have exceeded the previously approved allocations bringing the project to bid. The detailed description of the provided services is attached. GMB offered a discounted fee of \$75,000.00 to cover these services. In addition, they provided the attached quotation for construction administration services \$244,500.00. Overall, the professional services are well below 10% of construction which compares favorably with industry standards. Therefore, the Engineering Department recommends the approval of GMB's Amendments No. 2 & 3 increasing the not to exceed amount to \$681,000.00.

On June 4, 2021, invitations to bid for the Sussex County Public Safety Building, Project C19-04 were publicly advertised, forwarded directly to contractors and made available on the County website. Twenty-four (24) plan holders attended the pre-bid and on July 14, 2021, eight (8), tightly spaced, bids were received. Bancroft Construction Company of Wilmington, Delaware submitted the lowest, responsive base bid of \$8,282,169.00.

After reviewing Bancroft's qualification package, detailing recently completed projects of this caliber, the Engineering Department recommends award to Bancroft Construction Company in the amount of \$8,282,169.00.

In addition, to professional services and construction contracts specialty vendor services will be required. The design Team in conjunction with EMS staff identified IT equipment, furniture, AV systems and associated controls, building security and fiber optics cabling as such services to be pursued under separate cooperative purchasing agreements. So far, we have solidified all but one of these potential agreements with an upset cost ceiling of \$1.25 million. The outstanding agreement pertains to the AV equipment and its associated controls. The recommended building construction award is based on a base line AV system & control package. If this base line system is selected the collective purchasing agreement cost will be reduced but if an enhanced control system is selected an electrical change order for the general contractor will be required in the future.



Sussex County

BID TABULATION SHEET

Project: EMS Public Safety Building

Project No.: C19-04

Award Date: TBD

Awarded Bidder: TBD

Bidder	Schedule A Total Bid
Bancroft Construction	\$8,282,169.00
Harkins Contracting	\$8,441,000.00
Willow Construction	\$8,446,000.00
GGI Builders	\$8,881,680.00
Emory Hill	\$8,961,080.00
Delmarva Veteran Builders	\$9,000,000.00
EDIS	\$9,008,000.00
Harper & Sons	\$9,229,000.00



GEORGE, MILES & BUHR, LLC



ARCHITECTS
ENGINEERS

206 WEST MAIN STREET
SALISBURY, MD 21801
PH: 410.742.3115
PH: 800.789.4462
FAX: 410.548.5790

SALISBURY
BALTIMORE
SEAFORD

www.gmbnet.com



JAMES H. WILLEY, JR., P.E.
PETER A. BOZICK, JR., P.E.
JUDY A. SCHWARTZ, P.E.
CHARLES M. O'DONNELL, III, P.E.
W. BRICE FOXWELL, P.E.
A. REGGIE MARINER, JR., P.E.
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ANDREW J. LYONS, JR., P.E.

JOHN E. BURNSWORTH, P.E.
VINCENT A. LUCIANI, P.E.
AUTUMN J. WILLIS
CHRISTOPHER J. PFEIFER, P.E.

July 8, 2021

Sussex County Engineering Department
2 The Circle PO Box 589
Georgetown, DE 19947

Attn: Hans Medlarz
County Engineer

Re: New Addition for Sussex County Public Safety Building
Additional Design Services Proposal
GMB File 180173

Dear Hans:

We are pleased to present this proposal for Additional Design Services for the referenced project. As you may be aware, the design scope for this project has evolved and grown considerably since its commencement some eighteen (18) months ago due to design revisions and added design features directed by Sussex County. The consequence has been that GMB and its consultant partners have exceeded our budgeted allowances to complete the work.

An itemized accounting of the additional services that were required and requested after the March 23 council presentation, which marked approximately 75% completion stage, is as follows:

PROJECT LOCATION

21911 Rudder Lane
Georgetown, DE 19947

SCOPE OF WORK

ARCHITECTURAL:

1. Study and design of superstructure revisions to accommodate stairs and elevator for a future second floor which will encompass the majority of the flat roof of the new building addition. Coordinate and detail a new elevator pit to serve the future elevator.
2. Design and specification of a concrete and steel roof deck system for the future second floor. Research best option systems for sound control and compatibility of the roof assembly due to exposed steel deck and framing in the corridors and select other areas of the new addition, including spray foam systems and acoustical steel deck as directed.
3. 60% design revisions requested by the County for open office design and subsequent change back to the original closed office concept after design and acceptance.

4. Additional coordination at 75% design completion to accommodate more County separate vendor input and additional infrastructure needs. This effort was ongoing for several months and required weekly coordination meetings and follow-up efforts on our part.
5. Additional EOC renovation for sprinkler tie-in to existing building required by discovery in the field that the main corridor cannot accommodate piping connections as originally thought. Therefore, this resulted in changing the renovation location in the existing building which changed the design.
6. Additional framing design and flashings required to accommodate a rooftop mechanical well recessed into the sloped roof component of the new building addition. The mechanical well will help to conceal from public view the replacement cooling tower and several iterations were required for review and consideration.
7. Design revisions to the front plaza for a new granite memorial with accompanying flagpoles and feature lighting as requested by SEMS.

STRUCTURAL:

1. Coordination and additional roof framing design required to accommodate a future second floor. Several iterations were discussed for value engineering opportunities as well as connections of structural steel deck to nonstructural steel deck which would not have been required for a one-story building design.
2. Design and detailing for a roughed-in elevator pit in the current construction. Several iterations of how to detail the false floor for use as a flex space now in lieu of future elevator resulted.
3. Design of a rooftop mechanical well for a new cooling tower requested after 60% design completion and changed several times as mentioned above.
4. Design foundations for a new granite memorial in the front plaza as mentioned above.

CIVIL:

1. Revisions to stormwater management design for tie-in to airport regional stormwater management system. Per our original scope of work, this was excluded and required additional design and coordination.
2. Site design revisions and subsequent reissue to Fire Marshal for the addition of the new cooling tower as requested by the County.
3. Opening gate and dumpster enclosure changes in design via location, material on several occasions.

MEP:

1. Revisions to reroute ductwork to accommodate future elevator and stairwells added after 60% design completion.
2. Coordination/design for final selections of AV/IT/radio equipment after 75% design completion with County Vendors which required several iterations.
3. Coordination floor outlet layouts decided after 90% design completion which required rework of the design.
4. Design of heated sidewalk added after 60% design completion and removed at 75% design completion.

FEE SUMMARY

In summary, the cost breakdown is as follows:

Labor Expenditure Overage \$100,000.00

As a good faith gesture, we propose offering a 25% discount which will bring the additional services fee request to Seventy-Five Thousand Dollars (\$75,000.00). We can provide written back-up for this request.

PROPOSAL CONDITIONS

We propose to bill for additional written requested services in accord with the attached Schedule of Hourly Rates & Expenses and General Conditions. Reimbursable Expenses are not included in the above fees and will be invoiced in accord with the same documents.

The General Conditions noted on the attachment apply to the entire agreement.

If acceptable, please sign this proposal and return a copy to our office. If you have any questions, do not hesitate to call me.

Sincerely,



Morgan H. Helfrich, AIA LEED AP

MHH/sh

Attachments: Schedule of Hourly Rates & Expenses
General Conditions

APPROVED BY:

By: _____

Printed Name: _____

Date: _____

Title: _____

Phone Number: _____

Email Address: _____



GEORGE, MILES & BUHR, LLC

SCHEDULE OF HOURLY RATES & EXPENSES

HOURLY RATES

Effective January 1, 2021

CLASSIFICATION	HOURLY RATE
Senior Project Director	\$ 175.00 - \$ 210.00
Project Director	\$ 150.00 - \$ 190.00
Senior Project Manager	\$ 125.00 - \$ 170.00
Project Manager	\$ 105.00 - \$ 145.00
Assistant Project Manager	\$ 105.00 - \$ 135.00
Senior Project Engineer/Architect/Landscape Arch	\$ 105.00 - \$ 135.00
Project Engineer/Architect/Landscape Arch	\$ 95.00 - \$ 130.00
Graduate Engineer/Architect/Landscape Arch	\$ 85.00 - \$ 125.00
Senior Designer	\$ 80.00 - \$ 130.00
Designer	\$ 65.00 - \$ 100.00
CADD Operator	\$ 60.00 - \$ 85.00
Construction Representative	\$ 80.00 - \$ 120.00
Resident Project Representative (RPR)	\$ 55.00 - \$ 110.00
Senior Project Coordinator	\$ 80.00 - \$ 110.00
Project Coordinator	\$ 65.00 - \$ 100.00
Surveyor	\$ 95.00 - \$ 135.00
Survey Crew Chief	\$ 70.00 - \$ 120.00
Survey Technician	\$ 40.00 - \$ 80.00
Administrative/IT Support	\$ 40.00 - \$ 100.00
GIS Specialist	\$ 60.00 - \$ 95.00
Senior Technician	\$ 50.00 - \$ 100.00
Technician	\$ 30.00 - \$ 60.00

EXPENSES

All items per each, unless noted.

Internal:

Photocopies:	
Black & White	\$ 0.20
Color	\$ 0.50
Prints/Plots:	
Black & White/Color	\$ 0.50 /s.f.
Mylar	\$ 2.00 /s.f.
Travel:	
Mileage	\$ 0.56/mile*
Subsistence (Meals & Lodging)	At Actual Cost
Overnight/Immediate Delivery	At Actual Cost
Survey Crew Rates	
2 person crew	\$ 130.00/hour
3 person crew	\$ 150.00/hour
Other:	
Electronic Media Copies/Transfers/File	\$ 300.00/file
Website Project File Sharing	\$ 1.00/MB/month
Construction Management Software	\$ 200.00/month
Surveying Equipment/Total Station Only	\$ 35.00 /day
Surveying Equipment/Total Station + GPS Unit	\$ 150.00 /day

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



GEORGE, MILES & BUHR, LLC



ARCHITECTS
ENGINEERS

206 WEST MAIN STREET
SALISBURY, MD 21801
PH: 410.742.3115
PH: 800.789.4462
FAX: 410.548.5790

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VINCENT A. LUCIANI, P.E.
AUTUMN J. WILLIS
CHRISTOPHER J. PFEIFER, P.E.

July 2, 2021

Sussex County Engineering Department
2 The Circle PO Box 589
Georgetown, DE 19947

Attn: Hans Medlarz
County Engineer

Re: New Addition for Sussex County Public Safety Building
Construction Phase Services Contract
GMB File 180173

Dear Hans:

We are pleased to present this proposal for Construction Phase (CA) Services for the referenced project.

Our proposal is more particularly described as follows.

PROJECT LOCATION

21911 Rudder Lane
Georgetown, DE 19947

SCOPE OF WORK

ARCHITECTURAL:

1. Draft a construction contract using applicable AIA contract forms for review by Sussex County and the successful bidding Contractor. Incorporate review comments and issue for execution.
2. Conduct a pre-construction meeting. Issue written meeting minutes.
3. Attend monthly construction progress meetings and issue meeting minutes. We have budgeted attendance at a total of sixteen (16) progress meetings.
4. Conduct scheduled site inspections to coincide with the progress meetings defined in item 3 above.
5. Conduct on-call site visits as required outside of the scheduled site visits defined in item 4 above. We have budgeted for a total of eight (8) on-call site visits.
6. Review submittals required by the contract documents. We have budgeted review of a total of sixty (60) submittals. Prepare and maintain a Submittal Log.

7. Review and reply to Contractor requests for information (RFIs). Prepare and maintain an RFI Log.
8. Review and certify monthly applications for payment by the Contractor. We have budgeted for review of sixteen (16) payment applications, including one (1) final application.
9. Review change order requests by the Contractor. Change orders prepared the General Contractor. We have budgeted for twelve (12) change order reviews.
10. Prepare sample color boards depicting proposed interior and exterior color selections for the project. Present if required to Sussex County Council.
11. Conduct a punch list inspection and issue a written report of our findings. We have budgeted for a single inspection for this purpose. Follow-up inspections, if required, shall be invoiced at our standard hourly rates.
12. Prepare a Certificate of Substantial Completion.
13. Conduct a final inspection. We have budgeted for a single inspection for this purpose. Follow-up inspections, if required, shall be invoiced at our standard hourly rates.
14. Review close-out documentation required by the contract documents including, but not limited to, warranties, lien releases, consent of sureties, O&M manuals, and redline as-builts.
15. Issue a letter of recommendation for final approval when the work has been completed to the satisfaction of Sussex County and the Architect.
16. Conduct a ten (10) month warranty inspection and issue a report of our findings.

STRUCTURAL:

1. Attend Pre-Construction meeting onsite.
2. Respond to Contractor Requests for Information (RFIs). (Assume 4)
3. Review up to twelve (12) Structural Shop drawings submittals.
4. Attend up to five (5) progress meetings during construction.
5. Attend up to two (2) additional site meetings during construction.
6. Attend punch list walk through and issue notes.

CIVIL:

1. Attend Pre-Construction meeting onsite.
2. Respond to Contractor Requests for Information (RFI's). (Assume 4)
3. Review up to six (6) Civil Shop drawings submittals.
4. Provide Certified Construction Reviewer (CCR) duties to include weekly and after ½ rain events inspections and report filing, as required by the Sussex Conservation District (SCD).
5. Attend up to five (5) progress meetings during construction.
6. Attend up to two (2) additional site meetings during construction.
7. Attend punch list inspection and issue notes.

MEP:

A copy of RMF Engineering's proposal is attached to this letter.

ASSUMPTIONS AND CONSIDERATIONS

- Quantities of individual services shown herein are estimated and represent our best opinion based on experience with other projects of similar size, type, and complexity. Actual numbers which exceed the quantities indicated shall be invoiced at our standard hourly rates.
- Any item not specifically indicated herein is excluded from this agreement. Additional requested services will be invoiced at our standard hourly rates.

FEE SUMMARY

We propose to furnish the above-named services according to the following fee breakdown.

Architectural	\$ 115,000.00
Structural	\$ 30,000.00
Civil	\$ 35,000.00
MEP	\$ 59,500.00
Subtotal	\$ 239,500.00
Reimbursable Estimate	\$ 5,000.00
TOTAL A/E HOURLY ESTIMATE	\$ 244,500.00

PROPOSAL CONDITIONS

We propose to bill for additional written requested services in accord with the attached Schedule of Hourly Rates & Expenses and General Conditions.

The General Conditions noted on the attachment apply to the entire agreement.

If acceptable, please sign this proposal and return a copy to our office. If you have any questions, do not hesitate to call me.

Sincerely,



Morgan H. Helfrich, AIA LEED AP

MHH/sh

Attachments: Schedule of Hourly Rates & Expenses
General Conditions
RMF Proposal

APPROVED BY:

By: _____

Printed Name: _____

Date: _____

Title: _____

Phone Number: _____

Email Address: _____



SCHEDULE OF HOURLY RATES & EXPENSES

HOURLY RATES

Effective January 1, 2021

CLASSIFICATION	HOURLY RATE
Senior Project Director	\$ 175.00 - \$ 210.00
Project Director	\$ 150.00 - \$ 190.00
Senior Project Manager	\$ 125.00 - \$ 170.00
Project Manager	\$ 105.00 - \$ 145.00
Assistant Project Manager	\$ 105.00 - \$ 135.00
Senior Project Engineer/Architect/Landscape Arch	\$ 105.00 - \$ 135.00
Project Engineer/Architect/Landscape Arch	\$ 95.00 - \$ 130.00
Graduate Engineer/Architect/Landscape Arch	\$ 85.00 - \$ 125.00
Senior Designer	\$ 80.00 - \$ 130.00
Designer	\$ 65.00 - \$ 100.00
CADD Operator	\$ 60.00 - \$ 85.00
Construction Representative	\$ 80.00 - \$ 120.00
Resident Project Representative (RPR)	\$ 55.00 - \$ 110.00
Senior Project Coordinator	\$ 80.00 - \$ 110.00
Project Coordinator	\$ 65.00 - \$ 100.00
Surveyor	\$ 95.00 - \$ 135.00
Survey Crew Chief	\$ 70.00 - \$ 120.00
Survey Technician	\$ 40.00 - \$ 80.00
Administrative/IT Support	\$ 40.00 - \$ 100.00
GIS Specialist	\$ 60.00 - \$ 95.00
Senior Technician	\$ 50.00 - \$ 100.00
Technician	\$ 30.00 - \$ 60.00

EXPENSES

All items per each, unless noted.

Internal:

Photocopies:	
Black & White	\$ 0.20
Color	\$ 0.50
Prints/Plots:	
Black & White/Color	\$ 0.50 /s.f.
Mylar	\$ 2.00 /s.f.
Travel:	
Mileage	\$ 0.56/mile*
Subsistence (Meals & Lodging)	At Actual Cost
Overnight/Immediate Delivery	At Actual Cost
Survey Crew Rates	
2 person crew	\$ 130.00/hour
3 person crew	\$ 150.00/hour
Other:	
Electronic Media Copies/Transfers/File	\$ 300.00/file
Website Project File Sharing	\$ 1.00/MB/month
Construction Management Software	\$ 200.00/month
Surveying Equipment/Total Station Only	\$ 35.00 /day
Surveying Equipment/Total Station + GPS Unit	\$ 150.00 /day

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

June 21, 2021

GMB Architects and Engineers
206 West Main Street
Salisbury, Maryland 21801

Attention: Ms. Morgan Helfrich
Senior Project Architect, Vice President

Reference: Sussex County Admin CA Services

Dear Ms. Helfrich:

We are pleased to submit this proposal to perform the mechanical and electrical engineering construction administration services for the above referenced project. Structural and civil engineering services are not included.

SCOPE OF WORK

RMF will perform the following services during construction:

Shop drawing review of equipment and system components. Respond to requests for information (RFI's) during construction.

Visit the construction site for progress meeting attendance and construction progress observation. RMF shall visit the site at intervals appropriate to the stage of construction to be generally familiar with the progress and quality of the portion of work completed, and to determine, in general, if the work observed is being performed in accordance with the contract documents. RMF shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of work.

Construction administration services are based on bi-weekly construction meetings and a 20-month construction schedule. Construction Administration services which extend beyond the estimated schedule will be billed as additional services. The proposal does not include Commissioning or Construction Administration Support services necessary to assist third party commissioning.

Our cost to provide the required services is \$20,000,000 (construction cost) x 1.75% (CA fee) x 20% (MEP construction cost) x 85% (15% architectural management fee) = \$ 59,500 (CA Fee). This fee would be divided into the following phases:

Construction Administration.....	<u>\$ 59,500</u>
TOTAL	\$ 59,500



Hourly rates to be used for additional services if required are as follows:

Principal	\$ 220.00
Associate	\$ 190.00
Project Manager	\$ 165.00
Project Engineer	\$ 125.00
Design Engineer	\$ 105.00
Designer	\$ 100.00
Cad Operator	\$ 75.00
Technical Support	\$ 75.00

Reimbursable expenses such as reproduction and travel will be billed at 110 percent of direct cost.

Payment is due within 30 days of invoices. All amounts not paid within this time frame are subject to interest payment of 1.5 percent each month on the unpaid balance.

If you are in agreement with the terms and conditions above, please return a signed copy of this proposal to our office. Upon receipt, we will begin work on your project. The conditions of this proposal shall be applicable for 45 days from the date of this letter, after which RMF Engineering, Inc. reserves the right to review and/or renegotiate the proposed fee.

In the absence of any other executed contract this letter shall incorporate the general conditions of the AIA C401-2017, *Standard Form of Agreement Between Architect and Consultant*, except as noted otherwise by this proposal.

We appreciate the opportunity to submit this proposal for your consideration and if we can be of any further assistance, please contact our office.

Respectfully Submitted,

RMF ENGINEERING, INC.

Timothy Chatterton, PE
Division Manager

TRC

APPROVED: _____

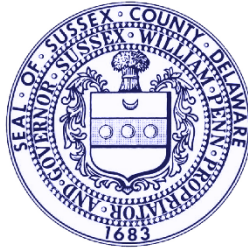
DATE: _____

**SUSSEX COUNTY PUBLIC SAFETY BUILDING
BUDGET WORKSHEET**

EXPENSE DESCRIPTION	COST	TOTAL PROJECT COSTS	TOTAL PROJECT BUDGET
			\$12,000,000.00
Design			
GMB Base Contract	\$300,000.00		
GMB Amd 1	\$61,500.00		
GMB Amd 2	\$75,000.00		
GMB Amd 3	\$244,500.00		
RMF Specialty Services	\$31,720.00		
Hillis Carnes Geotechnical Services	\$2,745.00		
Total Design Costs		\$715,465.00	
Construction			
Bancroft Construction	\$8,282,169.00		
Total Construction Costs		\$8,282,169.00	
3rd Party Contracts			
Total 3rd Party Contract Costs		\$1,250,000.00	
Total Project Costs		\$10,247,634.00	
Under/Over Budet			\$1,752,366.00

ENGINEERING DEPARTMENT

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



Sussex County

DELAWARE
sussexcountyde.gov

HANS M. MEDLARZ, P.E.
COUNTY ENGINEER

Memorandum

TO: Sussex County Council
The Honorable Michael H. Vincent, President
The Honorable 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: ***Professional Environmental Services, Projects 19-05 & 19-23***
A. Approval for increase of FY22 Not-to-exceed Cost, Project 19-23
B. Approval of 3rd Budget Revision to Base Contract, Project 19-05

DATE: August 10, 2021

The Engineering Department advertised a Request for Proposals in May of 2018 to support the County's five (5) year capital projects plan which contains projects requiring specialized environmental engineering services. On September 11, 2018 County Council approved the selection of RK&K to provide such environmental services under a base contract, in the amount of \$250,000 for (i) implementation of the County's Water Quality Enhancement Program and (ii) design of a constructed "Submerged Gravel Wetland", one of the year-round alternate effluent outlets at the Inland Bays Regional Wastewater Facility.

The initial design for the Submerged Gravel Wetlands facility was submitted to the Delaware Department of Natural Resources and Environmental Control (DNREC) Division of Water on June 1, 2020, with review comments received on October 30, 2020. The initial design protocol was based on EPA guidance on "Constructed Wetland" facilities, however DNREC's view was that the "Submerged Gravel Wetland" facility falls under Large On-site Wastewater Treatment and Disposal Systems and thus reviewed the submission for compliance in accordance with Del Code Title §7101, *Regulations Governing the Design, Installation and Operation of On-Site Wastewater Treatment and Disposal Systems*.

As a result of comments received from DNREC additional data acquisition, soil testing, hydrogeologic evaluations and surface water assessments are necessary to update the project design documents and advance the project to the permit stage. On February 2, 2021 County Council approved the 2nd Base Contact Amendment in the not to exceed amount of \$116,067.00 to cover this work.



Since then the Soils Investigative Report has been completed. It identified a restrictive layer and concluded that areas exist within the project area that are favorable for construction of a submerged gravel wetland. However, the final loading rate and site carrying capacity cannot be determined until completion of the Hydrogeologic Suitability Report and possibly only under operating conditions. To maximize infiltration and reduce surface discharges, it may be feasible to excavate the restrictive materials and replace with medium to coarse sands.

The design team in conjunction with the Department developed the attached scaled infiltration basin test protocols which has received DNREC's concurrence. The testing requires additional services from RK&K and Hillis-Carnes, the County's geotechnical consultant summarized in the two underlined requests below. In addition, construction services under the General Labor & Equipment contract will be required to implement the basin and water test feed.

The Engineering Department is requesting Council's approval of RK&K's 3rd Base Contact Amendment in the not to exceed amount of \$46,571.00.

A variety of capital improvement projects require supporting Geotechnical Engineering Services. Therefore, Council authorized the Department on April 16, 2019 to negotiate and execute a five (5) year professional services agreement with Hillis-Carnes Engineering in an annual not-to-exceed amount of \$50,000.00.

Additional geotechnical engineering services in the amount of \$44,070.00 as per Hillis-Carnes attached proposal are required to support the scaled infiltration basin test for the final constructed Submerged Gravel Wetland design. To cover these services in particular as well as miscellaneous other ongoing initiatives and activities, the Engineering Department is requesting that the ceiling for the current fiscal year (FY 22) be increased by \$25,000.00.

July 28, 2021

Hans Medlarz, P.E.
Sussex County Engineer
Engineering Administration
Sussex County Engineering Department
2 The Circle
P.O. Box 589
Georgetown, Delaware 19947

**RE: Professional Environmental Services
Inland Bays Wastewater Treatment Plant
Basin Scale Test**

Dear Mr. Medlarz:

Rummel, Klepper, and Kahl, LLP (RK&K) appreciates the opportunity to continue our work with Sussex County under the Professional Environmental Services for the Inland Bays Wastewater Treatment Plant, Sussex County project. Based on our discussions with you, RK&K's new services will include work under the following tasks:

- Site Characterization;
- Construction Support;
- Data Evaluation and Reporting;
- Project Management, Meetings and Regulatory Support.

Based on the attached Scope of Services and Fee Schedule we propose to provide these services per the established rates with a not to exceed amount of \$36,800.46. Monthly invoices will be prepared based on percent complete and will include a project summary. If you have any questions, please contact Bruce Jones at (302) 468-4881.

Sincerely,
Rummel, Klepper & Kahl, LLP



Bruce W. Jones, PE
Senior Manager

SCOPE OF WORK FOR PROFESSIONAL ENVIRONMENTAL SERVICES FOR THE INLAND BAYS WASTEWATER TREATMENT PLANT

Background

On behalf of Sussex County, RK&K submitted a Construction Permit for a Submerged Gravel Wetland (for the Inland Bays Regional Wastewater Facility) on June 1, 2020 to the Groundwater Discharges Section (GDS) of the Delaware Department of Natural Resources and Environmental Control (DNREC) Division of Water. Upon review, the DNREC GDS provided a response requiring additional information (RAI), dated October 30, 2020. In Phase I, the project includes a new constructed wetland (Rapid Infiltration Basin) with the construction of four (4) discharge cells on a former spray field on the northeastern section of the subject property (site). Since changes to the source water for the facility changed from 100% stormwater runoff to include wastewater effluent, the facility falls under the large on-site wastewater treatment and disposal systems (LOWTDS) regulations.

During the initial investigation and soils mapping for the submerged gravel wetland (SGW), a series of modeling protocol questions resulted in DNREC requesting a basin test be performed. A basin test plan was developed in coordination with the County to evaluate the hydraulic loading capacity of aquifer, presented to DNREC for review and was approved. The “draft” Basin Scaled testing plan was advanced in coordination between the County and RK&K. The resulting plan was then used to engage contracted services and to prepare the following work scope and estimated fee.

Scope of Work

The following list of activities comprises the Scope of Work (SOW) to be performed by RK&K for this project task, to include:

Task I – Subsurface Investigation

- RK&K will coordinate with the County and the County geotechnical engineering firm Hillis-Carnes Engineering Associates (HCA) during the following work elements.
 - Soil boring installation
 - Soil sampling
- RK&K will prepare a summary letter following the completion of work which will include:
 - Brief summary of methods, results of the investigation and recommendations
 - A cross-section showing the soil and lithological profile of the boring transect

Task II - Construction of the Infiltration Gallery

The work elements in Task II relate to the construction of various features necessary to complete the testing event. During this phase of work, RK&K will complete the following tasks.

- RK&K will coordinate with the County and HCA during the following work elements.
 - Well and Piezometer installations
- Collect one (1) water quality sample for evaluation of both metals, and nutrients (W-1) metals, in accordance with 7 Del.C. 7101 6.2.3.5.2. RK&K will collect the water sample and ship to independent laboratory.
- Coordinate with and provide shop drawing review for various construction activities, such as, the sheeting placement and extraction plan, excavation plan and aggregate submittal review.

Task III – Basin Testing

RK&K will assist with the execution of the Basin Scaled test. The SOW for this task will include the following items.



- Installation and set-up of pressure transducer logging system which will include six (6) pressure transducers, and a barometric logger.
- Conduct a pre-test (in coordination with the County and DNREC) to ensure all equipment is communicating, the water delivery system is operational and to establish final testing flow rates.
- Provide observation of the testing event during daylight hours to collect flow rates, field water quality and water level data.
- Collect four (4) water quality samples for evaluation of metals and nutrients metals in accordance with 7 Del.C. 7101 6.2.3.5.2 and the Work Plan. RK&K will collect the water sample and ship to independent laboratory.
- Prepare a summary report describing basin construction, testing methods, data analysis and results. The report will include a hydraulic evaluation and recommendation.

Task IV – Project Management and Meetings

As necessary throughout the project, RK&K will interact with the County contracted services and regulatory agencies.

Deliverables

RK&K shall submit all deliverables in electronic portable document format (PDF) either by email or by electronic file transfer protocol (FTP). The following deliverables will be submitted to the client in fulfillment of the project SOW.

Task I – Subsurface Investigation

RK&K will submit both draft and final versions of the following deliverable:
Technical Memorandum, which shall include:

- Summary of field assessment.
- Cross-section of soil-boring transect 1.

Task II – Construction of the Infiltration Gallery

RK&K will submit both draft and final versions of the following deliverable:
Technical Memorandum, which shall include:

- Review of contractor shop drawing and material submittals.
- Coordination with contractor(s), as necessary.

Task III – Basin Testing

RK&K will submit the following deliverable:

- Draft and Final Hydrogeologic Testing Report.

RK&K shall accept one (1) round of comments from Sussex County on the draft of each identified deliverable. RK&K shall review the County comments and, as appropriate, incorporate revisions in final versions of the deliverables.

Schedule

The proposed schedule for the submittal of deliverables is presented in the table below. This schedule may be impacted by weather, construction or other regulatory requirements. If there is an anticipated schedule impact, RK&K will notify you immediately and provide details regarding the level of impact.



Deliverable	Due Date (calendar days from date of acceptance)
Task I - Subsurface Investigation	20
Task II – Construction of the Infiltration Gallery*	30
Task III - Basin Testing	60
Task IV – Project Management and Meetings	As needed

**Selection of a general contractor has not been completed, and schedule will be adjusted based on their mobilization and construction schedule.*

The schedule provided above assumes that additional data collection and field work will not be required. If additional data is needed, then a new schedule will be prepared that provides an estimated time to complete the associated field work and evaluation.

Fee

RK&K proposes to provide the services presented in the SOW described above per established rates with a not to exceed fee of thirty-six thousand eight dollars and forty-six cents (\$36,800.46). The fee was prepared using the estimated hours to complete each task in accordance with the 2020 fee structure.

Task	Lump Sum Fee
Task I – Subsurface Investigation	\$2,555.90
Task II - Construction of the Infiltration Gallery	\$5,490.82
Task III– Basin Testing	\$27,663.07
Task IV – Project Management and Meetings	\$1,090.66
Total Cost	\$36,800.46

Exclusions

The above SOW does not include new, site specific information gathering activities and related analysis, testing or evaluation beyond those expressly noted. DNREC may require site-specific testing, additional groundwater modeling and/or wetlands assessment after the review of the application, and if so, a proposal for additional services may be prepared for these excluded services. While not comprehensive, the following list of activities are excluded from the proposed SOW:

- Any collection of water samples analyzed for either primary or secondary standards beyond those expressly noted in the SOW.
- Any and all costs associated with water quality monitoring or testing or well testing beyond those expressly noted in the SOW.
- Response to requests for additional information.
- Regulatory Review Fees
- In-person meetings are not included in this SOW. [Note: Coordination activities are limited to video conferencing, telephone and email. Meetings may be attended in person, upon County’s request and at additional cost.]

PROJECT FEE ESTIMATE



Owner → Sussex County	Version # → 2
Billing Client →	Date → 2021-07-26
Project Name → Inland bays - basin and south	Estimator Initials → jam
Commission # → TBD	Reviewer Initials →

A. LABOR FEE ESTIMATE BY TASK AND EMPLOYEE

Employee Labor Category →	Billing Rate (\$ / hour) →	Sr. Manager (P. Engineer)	Manager (P. Geologist)	Project Engineer (and Geologist)	Project Scientist	Associate Engineer	Associate Planner (Geoscientist)	Total (Hours by Task)	Fee (\$ by Task)			
Task #	Task Description											
	North Site Phase 1 - Subsurface Investigation							14	\$2,555.90			
	Labor	2	8				4	14	\$2,555.90			
	Subcontracted services / Expenses							0	\$0.00			
	North Site Phase 2 - Design and Construction of the IG							26	\$4,525.40			
	Labor	8	4	8		6		26	\$4,525.40			
	Subcontracted services / Expenses							0	\$0.00			
	North Site Phase 3 - Basin Test							140	\$18,928.20			
	Background		2	10			12	24	\$3,092.08			
	Infiltration	2	6	8			34	50	\$6,234.82			
	Recovery		2	10				12	\$1,934.08			
	Report	2	16	6			30	54	\$7,667.22			
	Subcontracted services / Expenses							0	\$0.00			
	Project Management, Meetings and Regulatory Support							0	\$1,090.66			
		2	2				2	6	\$1,090.66			
								0	\$0.00			
	Total (Hours by Labor Category) →	0	16	40	42	0	6	82	0	186	← TOTAL HOURS	
	Labor (\$ by Labor Category) →	\$0.00	\$3,788.64	\$8,481.60	\$6,342.00	\$0.00	\$574.92	\$7,913.00	\$0.00	\$0.00	TOTAL LABOR →	\$27,100.16

Total Labor (From Table A):	\$27,100.16
Direct Expenses (From Table B):	\$9,700.30
PROJECT FEE:	\$36,800.46

Notes on Assumptions & Limitations on Labor Fee Estimate:

- | Note # | Note |
|--------|---|
| 1 | Excludes RAI responses |
| 2 | Excludes site specific Testing |
| 3 | Excludes wetland monitoring or evaluation |
| 4 | Excludes DNREC review fees |

PROJECT FEE ESTIMATE



Owner → Sussex County
 Billing Client → 0
 Project Name → Inland bays - basin and south
 Commission # → TBD

Version # → 2
 Date → 2021-07-26
 Estimator Initials → jam
 Reviewer Initials → 0

B. DIRECT EXPENSES ESTIMATE BY TASK AND CATEGORY

Direct Expense Category →	Mileage	Airfare	Rental Car	Overnight Lodging	Meals / Per Diem	In-House Reproduction	Outsourced Reproduction	Delivery / Shipping / Postage	Water/Soil Sampling	Rental Equipment	Miscellaneous Expenses	Expense (\$ by Task)	
Category Type →	Travel					Production & Shipping							
Task #	Task Description												
	North Site Phase 1 - Subsurface Investigation												\$0.00
	Labor												
	Subcontracted services / Expenses												\$0.00
	North Site Phase 2 - Design and Construction of the IG												\$0.00
	\$162.62											\$162.62	
	Subcontracted services / Expenses												\$802.80
	North Site Phase 3 - Basin Test												\$0.00
	\$316.62											\$316.62	
	\$325.25			\$375.00	\$150.00				\$4,014.00			\$4,864.25	
	\$154.00											\$154.00	
	Report												\$0.00
	Subcontracted services / Expenses												\$3,400.00
	Project Management, Meetings and Regulatory Support												\$0.00
	0												
	#REF!												\$0.00
	0												\$0.00
	Expense (\$ by Category) →												\$958.50
	\$0.00	\$0.00	\$0.00	\$375.00	\$150.00	\$0.00	\$0.00	\$0.00	\$4,816.80	\$3,400.00	\$0.00	\$9,700.30	
											TOTAL DIRECT EXPENSES → \$9,700.30		

Notes on Assumptions and / or Limitations for Direct Expenses:

Note #	Note
1	Rental Equipment is based on an estimated 2-week rental, actual invoiced cost will be billed

EXHIBIT 1
Proposed Work Plan



MEMORANDUM

One Riverwalk Center
110 S. Poplar Street, Suite 102
Wilmington, DE 19801
Phone 302.468.4880
Fax 877.421.7265
www.rkk.com

Date: July 19, 2021
To: Hans Medlarz, PE
From: RK&K
Re: Inland Bays Regional Wastewater Facility Submerged Gravel Wetland – Basin Scaled Test

Basin Test Work Plan

The purpose is to prepare a scaled test of the infiltration gallery (IG) design to evaluate the potential discharge volumes and resulting potentiometric head in the Columbia Aquifer system for the submerged gravel wetland (SGW). The estimated recharge capacity of the proposed IG cell will be based on the availability of between 300,000 and 400,000 gallons per day of effluent inflow. This work will be completed in three phases: 1) Subsurface Investigation, 2) Design and Construction of the IG, and 3) Basin Test.

Test Procedure and Data acquisition

Phase 1 - Subsurface Investigation

- 1) Install soil borings along the north transect of the SGW on 25-foot spacings with by county on-call geotechnical contractor:
 - a. Locate the transect line and soil boring locations and provide ground surface elevations. County will locate and clear the transect line using handheld GPS.
 - b. One (1) additional soil boring at opposite corners of the IG
 - c. Soil borings are to be completed and logged as noted below.
 - i. Soil samples and geological data collected to a maximum depth of 40 feet below land surface. Borings will extend 5-feet below the base of the restrictive layer to ensure communication with the Columbia Aquifer.
 - ii. Soil borings with continuous split spoon sampling or direct push methods.
 - iii. Samples will be described by the contracted geotechnical engineer.
 - d. Three (3) discreet soil samples will be collected for analysis of metals and nutrient concentrations in accordance with 7 Del.C. 7101 6.8.3 Soils Monitoring.
 - i. RK&K geoscientist will coordinate with Hillis-Carnes Engineering Associates (HCA) during drilling operations and these samples. HCA will ship samples to an independent laboratory using their chain of custody and bottle ware.
- 2) RK&K will prepare a summary letter and cross-section that maps the top and bottom of the upper-most restrictive layer.

Phase 2 - Construction of the Infiltration Gallery

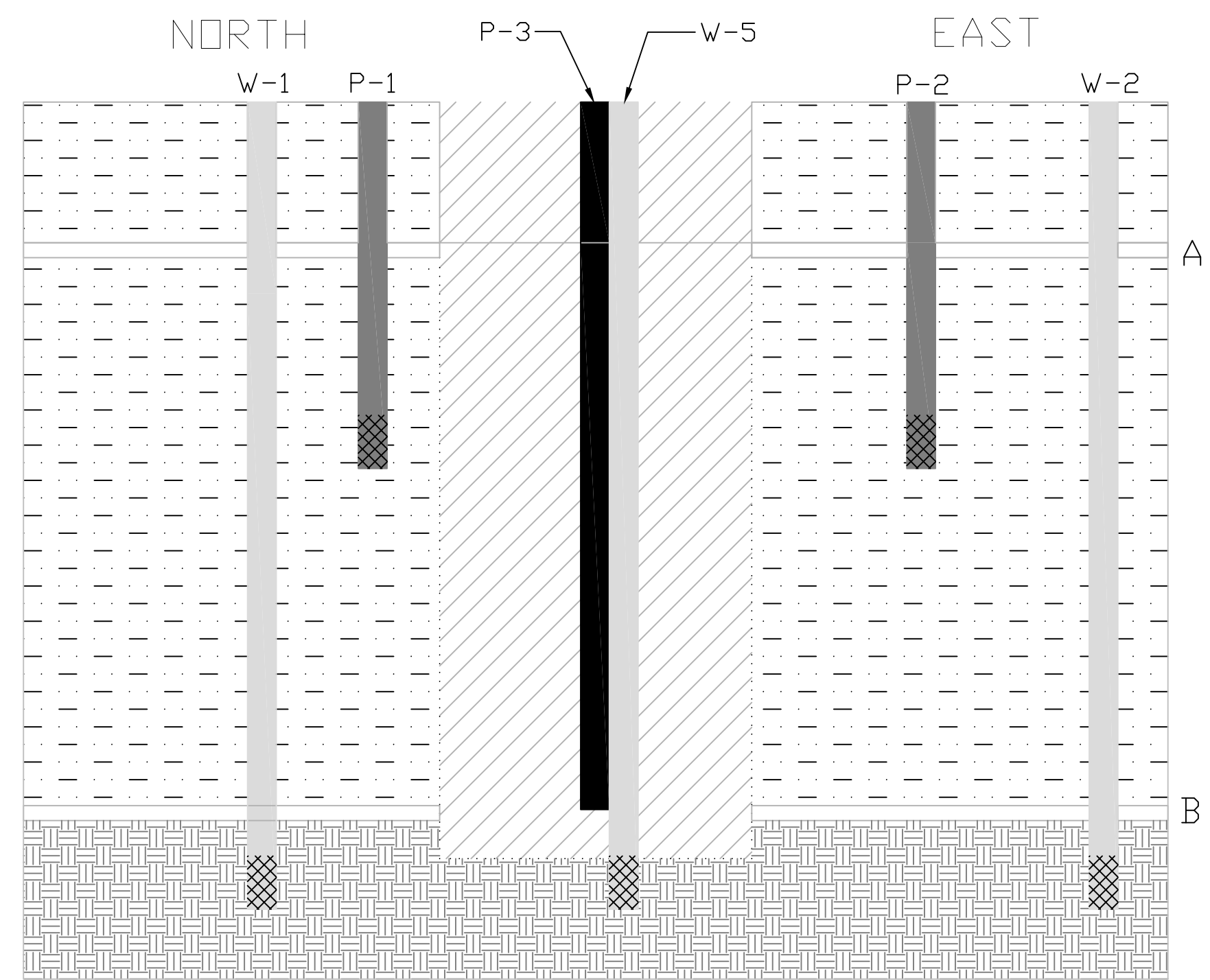
- 3) The test cell will be constructed in three phases 1) construction of the wells, 2) construction of the IG, and 3) construction of the piezometers:
- a. Well Construction - HCA will Install four (4) 4-inch diameter wells.
 - i. Cased to the base of the restrictive layer.
 - ii. Finished with 5- foot of slotted prepacked screen and pump develop until turbidity levels are below 2 NTU for 15 consecutive minutes.
 - iii. Develop the water quality sample well, monitoring pH, temperature and suspended sediment until measured parameters are within 10 percent of the preceding two recordings; discharge produced water to the ground surface.
 - iv. Collect one (1) water quality sample for evaluation of metals and nutrients (W-1) metals in accordance with 7 Del.C. 7101 6.2.3.5.2 (All water quality testing will include the same parameters). RK&K will collect the water sample and ship to independent laboratory.
 - b. Construction of the IG - The Contractor will provide a construction plan for review by RK&K and the County through a shop drawing review process.
 - i. Dimensions are approximately 10 feet wide and 10 feet long.
 - ii. Excavate to elevation +19 feet EL; the estimated top of restrictive layer (layer A) and line sidewalls between +18.5 feet EL and land surface with minimum 10 mil plastic sheeting.
 - iii. Install steel two-foot-wide sheet piles in a box pattern. Sheeting plan to be prepared by the Contractor based on subsurface work and included in the construction plan.
 - iv. The contractor has access to the production wells for dewatering prior to and during installation of the sheeting (W-1 through W-4) (as required).
 - v. Prior to backfill the County will install a 6-inch PVC Pipe and a capped, 2-inch diameter, 0,010-inch slot screen to the base of the excavation.
 - vi. Fill the IG with clean septic-quality aggregate. The Contractor will submit for review the aggregate prior to installation.
 - vii. Extract sheet piles and demobilize from the site.
 - c. Build piezometers P-1 and P-2, and complete well W-5
 - i. Build all piezometers using two-inch diameter PVC casing connected to a minimum 5-foot long, pre-packed screen section.
 - ii. Build two (2) shallow piezometers to an estimated depth of 10 feet below grade (P-1 and P-2). Develop piezometers. If dry, then conduct falling head test.
 - iii. HCA will drill and install W-5 through the existing 6-inch PVC pipe
 - (a) HCA will make accommodations to install W-5 without compaction of the septic sand
 - (b) The 6-inch diameter PVC pipe will be removed, if possible

Phase 3 – Basin Test

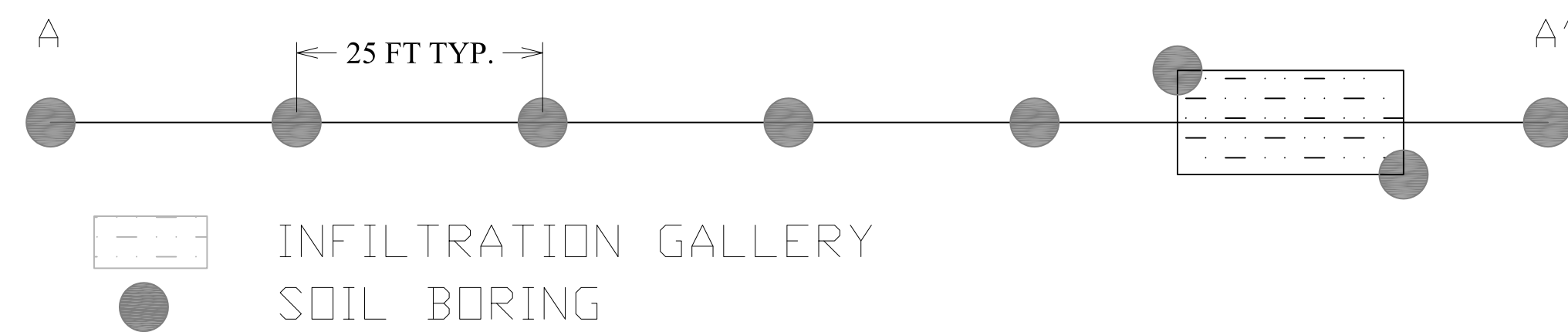
- 4) Conduct basin test
- a. RK&K will install a barometric data logger and six (6) water-level with temperature transducers in each of the listed piezometers (P-1, P-2 and P-3) and wells (W-1, W-2 and W-5).
 - b. The County will install transmission line with calibrated flow meter between effluent header and IG. The discharge shall be a spreader system. Transmission line will include a valving system to increase or decrease flow rates, as necessary.

- c. Conduct pre-test at 100 gallons per minute to establish working conditions, continue test until water levels are maintained at +18 feet EL for two (2) hours (adjust rates as necessary). Shut down and start background water level collection.
 - d. Conduct 3-phase infiltration testing and water quality sampling.
 - i. Phase 1: Background monitoring for a minimum of 48 hours.
 - ii. Phase 2: Infiltration testing for a minimum of 72 hours.
 - (a) Collect water quality sample of effluent at start of test.
 - (b) RK&K will provide daily monitoring of the testing event and will collect periodic temperature and flow data.
 - (c) RK&K will collect one water quality sample from W-1 after 48 hours and prior to conclusion of testing
 - (d) RK&K will collect one water quality sample from each (2 total) shallow monitor wells P-1 and P-2 prior to conclusion of testing.
 - iii. Phase 3: Water-level recovery testing for a minimum of 48 hours. RK&K will collect one (1) water quality sample from monitor well (W-1) after 48 hours.
 - e. Data requirements:
 - i. Flow meter readings – every hour
 - ii. Effluent Temperature – every four hours
 - iii. Precipitation monitoring – every hour
 - iv. Water level recording – every minute
- 6) Prepare and submit data report(s) summarizing the method of investigation, results, and recommendations.

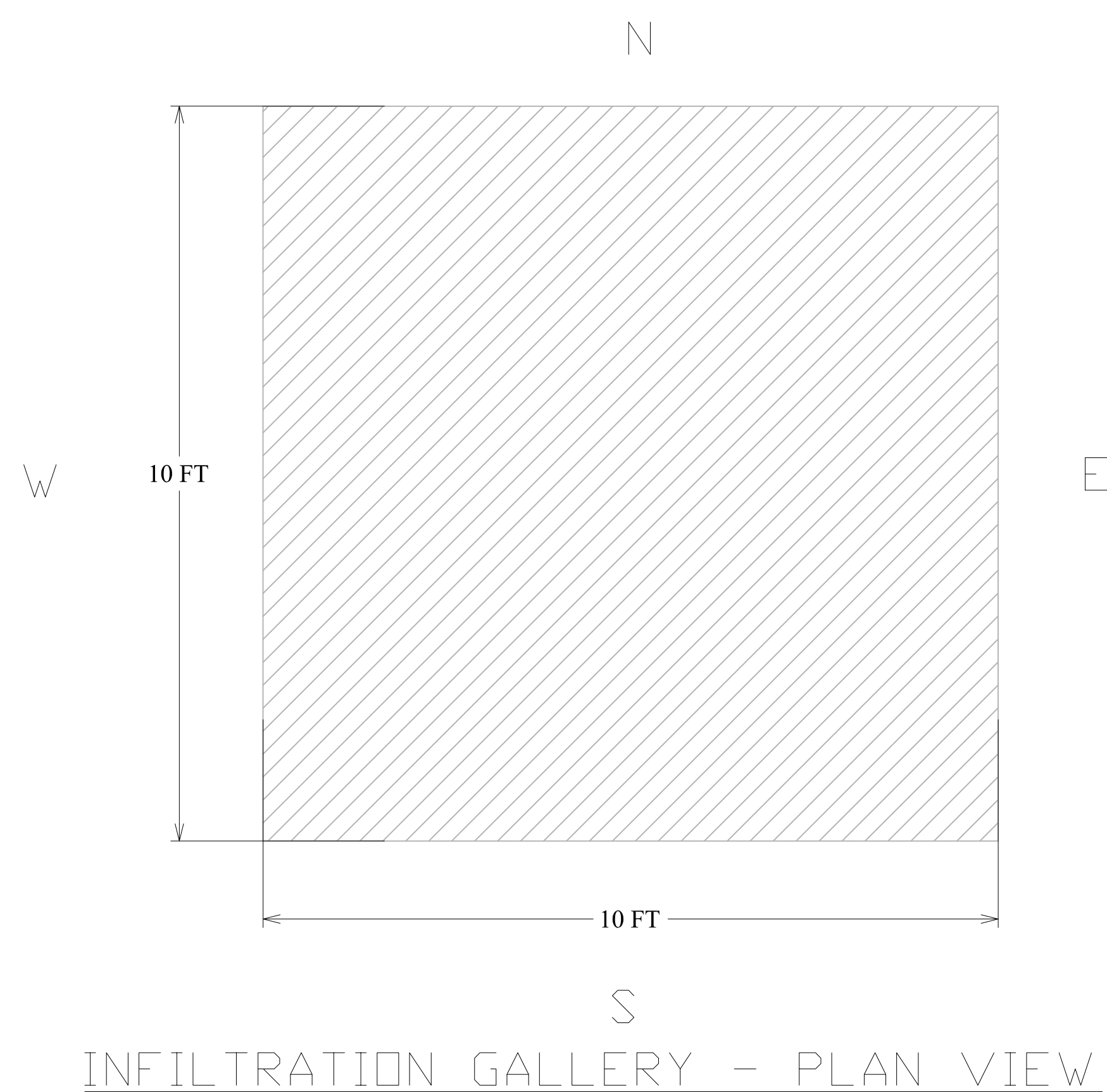
Submerged Gravel Wetland
Basin Test



INFILTRATION GALLERY CROSS-SECTION



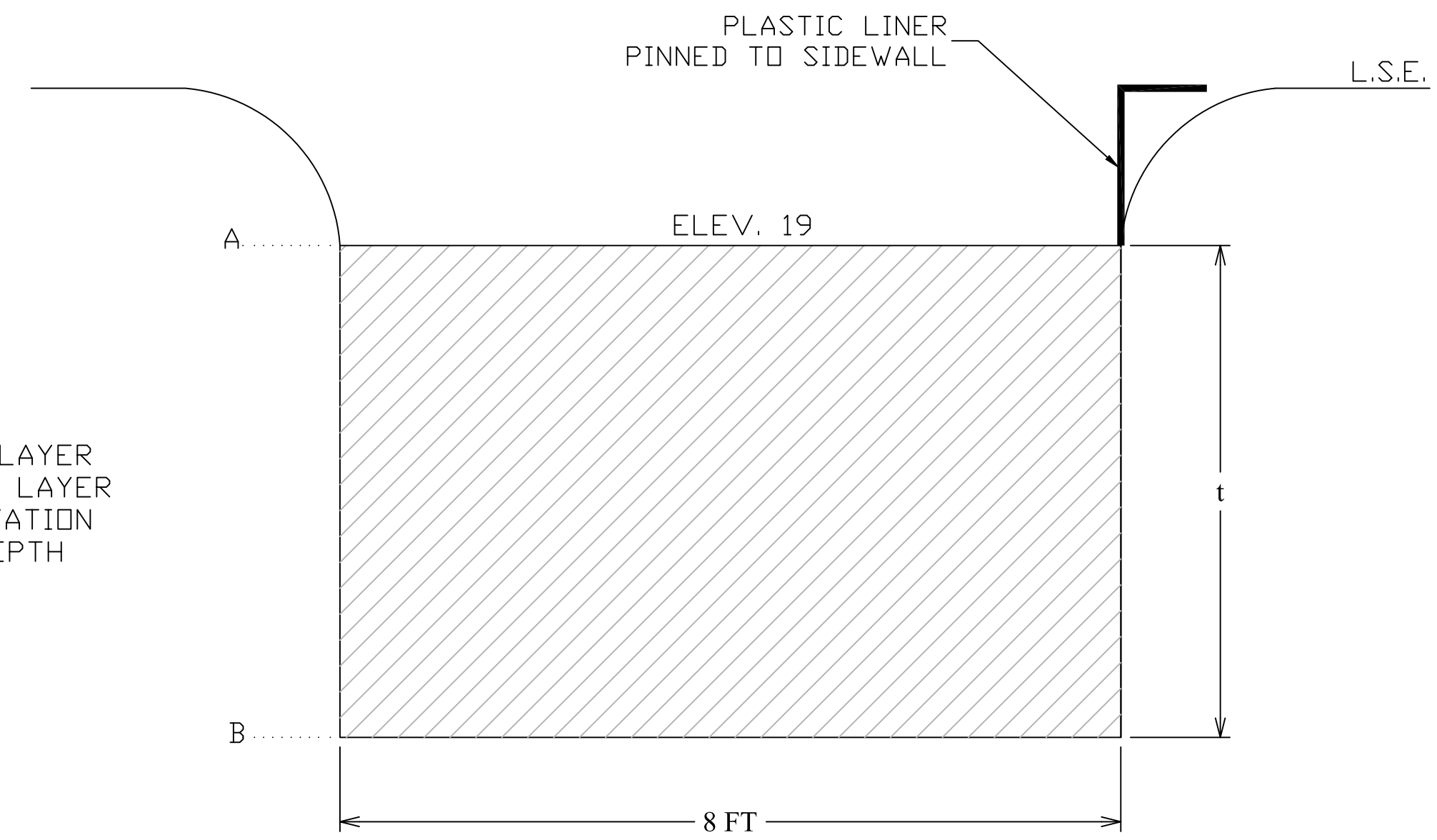
NORTHERN TRANSECT



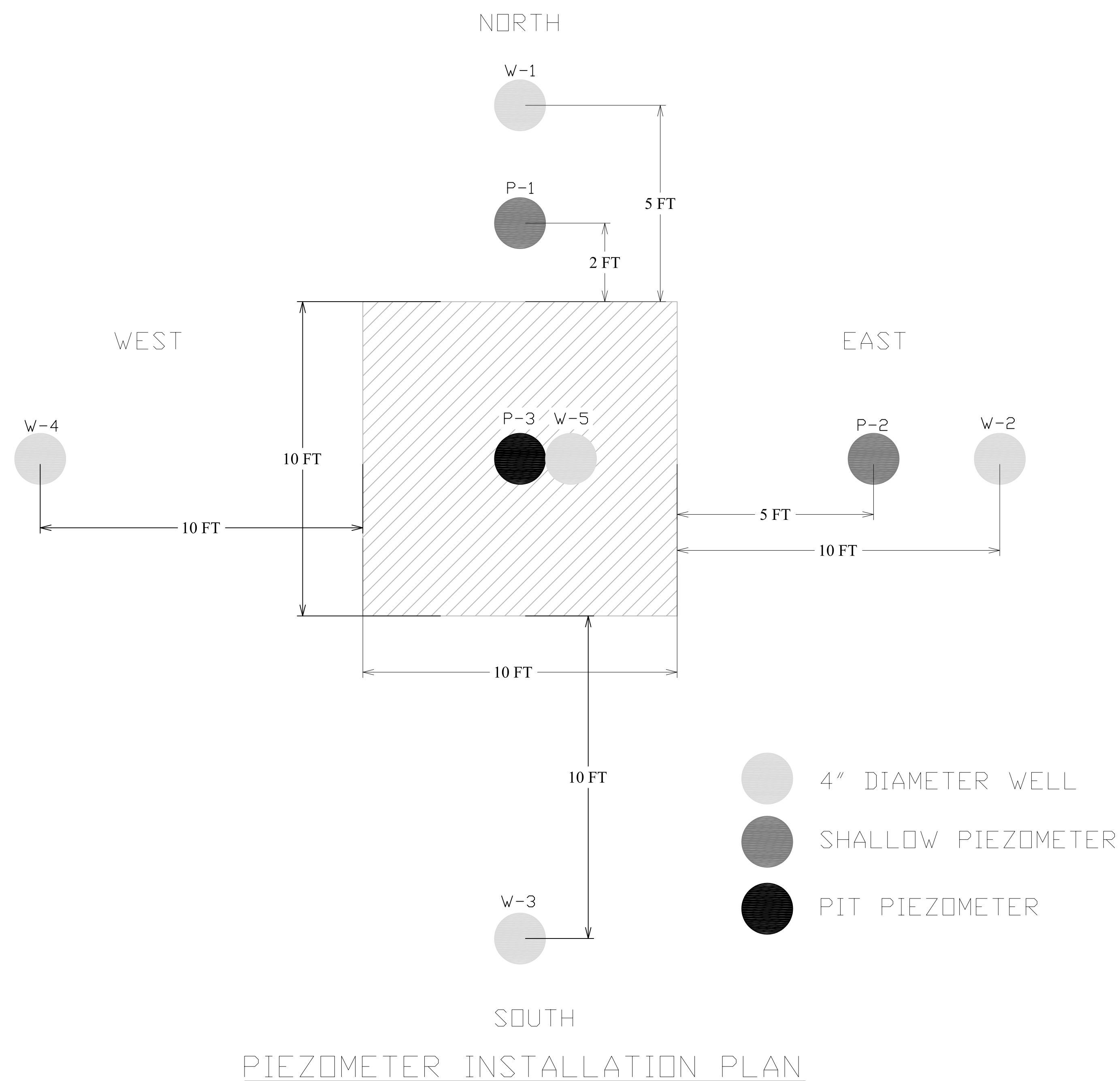
INFILTRATION GALLERY - PLAN VIEW

NOTES

"A" = TOP OF RESTRICTIVE LAYER
 "B" = BASE OF RESTRICTIVE LAYER
 L.S.E. = LAND SURFACE ELEVATION
 t = THICKNESS, UNKNOWN DEPTH



INFILTRATION CELL CROSS-SECTION



PIEZOMETER INSTALLATION PLAN

REVISIONS	

CLIENT INFORMATION
 SUSSEX COUNTY, DE
 ENGINEERING
 DEPARTMENT

INLAND BAYS RWF
 SUBMERGED GRAVEL
 WETLAND
 CONTRACT XX-XX

KEY - PLAN

GRAPHIC SCALES

SIGNATURE



One Riverwalk Center
 110 South Poplar Street, Suite 102 | Wilmington, DE 19801

SUBMERGED GRAVEL WETLAND -
 BASIN TEST GRAPHICS
 DRAWING NO.
 1

SCALE: AS NOTED
 DATE: JULY 2021 SHEET 1 OF 1
 DES: JKM DRAWN: JKM CHECK: JM

BY: jmedhang

July 28, 2021

Hans Medlarz, P.E.
Sussex County Engineer
Engineering Administration
Sussex County Engineering Department
2 The Circle
P.O. Box 589
Georgetown, Delaware 19947

**Reference: Professional Environmental Services
for Inland Bays Wastewater Treatment Plant
“South Site” Subsurface Investigation**

Dear Mr. Medlarz:

Rummel, Klepper, and Kahl, LLP (RK&K) appreciates the opportunity to continue our work with Sussex County under the Professional Environmental Services for Inland Bays Wastewater Treatment Plant, Sussex County project. Based on our discussions with you, RK&K’s new services will include work under the following tasks:

- Site Characterization;
- Data Evaluation and Reporting; and
- Project Management, Meetings and Regulatory Support.

Based on the attached Scope of Services and Fee Schedule, we propose to provide these services per the established rates with a not to exceed amount of \$6,967.68. Monthly invoices will be prepared based on percent complete and will include a project summary. If you have any questions, please contact Bruce Jones at (302) 468-4881.

Sincerely,
Rummel, Klepper & Kahl, LLP



Bruce W. Jones, PE
Senior Manager

SCOPE OF WORK FOR PROFESSIONAL ENVIRONMENTAL SERVICES FOR THE INLAND BAYS WASTEWATER TREATMENT PLANT

Background

On behalf of Sussex County, RK&K submitted a Construction Permit for a Submerged Gravel Wetland (for the Inland Bays Regional Wastewater Facility) on June 1, 2020 to the Groundwater Discharges Section (GDS) of the Delaware Department of Natural Resources and Environmental Control (DNREC) Division of Water. Upon review, the DNREC GDS provided a response requiring additional information (RAI), dated October 30, 2020. In Phase I, the project includes a new constructed wetland (Rapid Infiltration Basin) with the construction of four (4) discharge cells on a former spray field on the northeastern section of the subject property (site). Since changes to the source water for the facility changed from 100% stormwater runoff to include wastewater effluent, the facility falls under the large on-site wastewater treatment and disposal systems (LOWTDS) regulations.

During the initial investigation and soils mapping for the SGW a series of modeling protocol questions resulted in DNREC requesting a basin test be performed. A basin test plan was developed in coordination with the County to evaluate the hydraulic loading capacity of aquifer, presented to DNREC for review and was approved. During this process, DNREC suggested that the County effluent recharge would be limited, and that additional water required to maintain plant viability would need to be produced groundwater.

Based on the guidance provided by DNREC the County and RK&K looked at water quality data on the site to evaluate potential groundwater production facilities. During this review, a second potential SGW site was identified. Since limited hydrogeological data was available data for the “South Site” a testing plan was developed and submitted to DNREC. Following DNREC’s approved the plan a more detailed work scope was prepared.

Scope of Work

The following list of activities comprises the Scope of Work (SOW) to be performed by RK&K for this project task, to include:

Task I – Subsurface Investigation

- RK&K will coordinate with the County and the County geotechnical engineering firm Hillis-Carnes Engineering Associates (HCA) during the following work elements.
 - Soil boring installation
 - Soil sampling
 - Piezometer Construction and development
- RK&K will conduct groundwater quality testing and collect a water sample for nutrients and metals in accordance with 7 Del.C. 7101 6.2.3.5.2. RK&K will collect the water sample and ship to independent laboratory using laboratory-provided bottle ware and chain-of-custody.
- RK&K will conduct three (3) falling head or slug test of the well after water levels have returned to static conditions. Testing method will be determined by the geoscientist based on water levels and site conditions. The County will provide potable water, if needed.

Task II - Water Level Hydrographs

- RK&K will prepare hydrographs to evaluate water level trends based on the data collected by the County. It is assumed that the County will collect water levels at a one-week minimum frequency.
- Wells to be included in this investigation include MW-15, MW-22 and Boring 3.
- The County will provide onsite precipitation records.



Task III – Project Management and Meetings

It is anticipated that the meetings will cover the critical issues affecting the potential for onsite and offsite impacts, the preliminary work plan, requested work plan modifications, and agency permitting requirements.

Deliverables

RK&K shall submit all deliverables in electronic portable document format (PDF) either by email or by electronic file transfer protocol (FTP). The following deliverables will be submitted to the client in fulfillment of the project SOW.

Task I – Subsurface Investigation

RK&K will submit both draft and final versions of the following deliverable:
Letter Report, which shall include:

- Summary of field assessment.
- Data assessment and analysis.
- Recommendations for future investigations

Task IIA – Water Level Hydrographs

RK&K will submit both draft and final versions of the following deliverable:
Summary Letter, which shall include:

- All required maps and data
- Graphical presentation of water levels

RK&K shall accept one (1) round of comments from Sussex County on the draft of each deliverable identified. RK&K shall review the County comments and, as appropriate, incorporate revisions in final versions of the deliverables.

Schedule

The proposed schedule for the submittal of deliverables is presented in the table below. This schedule may be impacted by weather or other regulatory requirements. If there is an anticipated schedule impact, RK&K will notify you immediately and provide details regarding the level of impact.

Deliverable	Due Date (calendar days from date of acceptance)
Task I - Subsurface Investigation	30
Task II - Water level Hydrographs	120
Task III – Project Management and Meetings	As needed

The schedule provided above assumes that additional data collection and field work will not be required. If additional data is needed, then a new schedule will be prepared that provides an estimated time to complete the associated field work and evaluation.

Fee

RK&K proposes to provide the services presented in the SOW described above per established rates with a not to exceed fee of six thousand nine hundred and sixty-seven dollars and sixty-eight cents (\$6,967.68). The fee was prepared using the estimated hours to complete each task in accordance with the 2020 fee structure.



Task	Lump Sum Fee
Task I – Subsurface Investigation	\$3,970.24
Task II – Water Level Hydrographs	\$1,813.16
Task III – Project Management and Meetings	\$897.66
Total Cost	\$6,967.68

Exclusions

The above SOW does not include new, site specific information gathering activities and related analysis, testing or evaluation beyond those expressly noted. While not comprehensive, the following list of activities are excluded from the proposed SOW:

- The installation of any new borings or wells beyond the work in Task IIA.
- Hydraulic pump testing and analysis of existing wells.
- Response to request for additional information.
- Regulatory Review Fees
- In-person meetings are not included in this SOW. [Note: Coordination activities are limited to video conferencing, telephone and email. Meetings may be attended in person, upon County’s request and at additional cost.]

PROJECT FEE ESTIMATE



Owner → Sussex County
Billing Client →
Project Name → Inland bays - South Parcel Investigation
Commission # → 18208

Version # → 2
Date → 2021-07-21
Estimator Initials → jam
Reviewer Initials →

A. LABOR FEE ESTIMATE BY TASK AND EMPLOYEE

Employee Labor Category →	Sr. Manager (P. Engineer)	Manager (P. Geologist)	Project Engineer (Geologist)	Project Scientist	Associate Engineer	Associate Planner (Geoscientist)			Total (Hours by Task)	Fee (\$ by Task)
Billing Rate (\$ / hour) →	\$236.79	\$212.04	\$151.00	\$108.76	\$95.82	\$96.50	\$0.00	\$0.00		
Task #	Task Description									
	South Site Phase 1 - Subsurface Investigation									
									28	\$3,940.24
Labor		6	10			12			28	\$3,940.24
Subcontracted services / Expenses									0	\$0.00
	South Site Phase 2 - Hydrograph Presentations									
Labor		4				10			14	\$1,813.16
	Project Management, Meetings and Regulatory Support									
Labor	2	2							4	\$897.66
									0	\$0.00
									0	\$0.00
									0	\$0.00
Total (Hours by Labor Category) →	2	12	10	0	0	22	0	0	46	← TOTAL HOURS
Labor (\$ by Labor Category) →	\$473.58	\$2,544.48	\$1,510.00	\$0.00	\$0.00	\$2,123.00	\$0.00	\$0.00	TOTAL LABOR →	\$6,651.06

Total Labor (From Table A):	\$6,651.06
Direct Expenses (From Table B):	\$1,119.42
PROJECT FEE:	\$7,770.48

Notes on Assumptions & Limitations on Labor Fee Estimate:

Note #	Note
1	Excludes RAI responses
2	Excludes site specific Testing
3	Excludes wetland monitoring or evaluation
4	Excludes DNREC review fees

PROJECT FEE ESTIMATE



Owner → Sussex County
Billing Client → 0
Project Name → Inland bays - South Parcel Investigation
Commission # → 18208

Version # → 2
Date → 2021-07-21
Estimator Initials → jam
Reviewer Initials → 0

B. DIRECT EXPENSES ESTIMATE BY TASK AND CATEGORY

Direct Expense Category →	Mileage	Airfare	Rental Car	Overnight Lodging	Meals / Per Diem	In-House Reproduction	Outsourced Reproduction	Delivery / Shipping / Postage	Water/Soil Sampling	Pressure Transducers	Miscellaneous Expenses	Expense (\$ by Task)
Category Type →	Travel				Production & Shipping							
Task #	Task Description											
	South Site Phase 1 - Subsurface Investigation											\$1,119.42
	Labor	\$316.62										\$316.62
	Subcontracted services / Expenses								\$802.80			\$802.80
	South Site Phase 2 - Hydrograph Presentations											\$0.00
	Labor											\$0.00
	Project Management, Meetings and Regulatory Support											\$0.00
	Labor											\$0.00
												\$0.00
												\$0.00
	Expense (\$ by Category) →	\$316.62	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$802.80	\$0.00	\$0.00	
TOTAL DIRECT EXPENSES →											\$1,119.42	

Notes on Assumptions and / or Limitations for Direct Expenses:

Note #	Note
--------	------

July 23, 2021

Mr. Hans Medlarz, P.E.
County Engineer
Sussex County Engineering Department
Admin Building
Georgetown, DE 19947

417 Maryland Avenue
Delmar, MD 21875
Phone (410) 749-0940
Fax (410) 896-3478
www.hcea.com

Re: Proposal to Provide Geotechnical Engineering Services
Task Order 10 Inland Bays WWTP Effluent Treatment
Inland Bay Road, Millsboro, DE 19966
HCEA Proposal Number P210261SAL

Dear Hans

Hillis-Carnes Engineering Associates, Inc. (HCEA) is pleased to submit this proposal to provide subsurface exploration and geotechnical engineering services for the above referenced project. This proposal was prepared based upon our On Call Geotechnical Engineering Contact dated June 11, 2019, our meeting of July 16th, 2021, and review of the RK&K memos dated July 20th, 2021, regarding these projects. It outlines our understanding of the project, details our approach to the work, and presents the unit rates which will be applicable for this work and the estimated total cost of our services. This proposal also contains specific and general terms and conditions.

It is our understanding that this project consists of a scaled test of the infiltration gallery (IG) design to evaluate the potential discharge volumes and resulting potentiometric head in the Columbia Aquifer system for the submerged gravel wetland (SGW). The estimated recharge capacity of the proposed IG cell will be based on the availability of between 300,000 and 400,000 gallons per day of effluent inflow. This work will be completed in three phases: 1) Subsurface Investigation, 2) Design and Construction of the IG, and 3) Basin Test.

If this proposal is acceptable, please sign and return a completed Proposal Acceptance Sheet to HCEA to serve as our signed agreement. Should you require additional services beyond those listed in this proposal or if any of the outlined assumptions should be modified, please notify us so that this proposal can be revised as required.

Thank you for the opportunity to present this proposal. If you have any questions or require any additional information, please do not hesitate to contact us at your convenience.

Sincerely,
HILLIS-CARNES ENGINEERING ASSOCIATES, INC.



Jerry Johnson
Vice President/Delmarva Regional Manager
jjohnson@hcea.com

SCOPE OF SERVICES

I. PROJECT DESCRIPTION

A scope of services for this project has been developed based on based upon our On Call Geotechnical Engineering Contact dated June 11, 2019, our meeting of July 16th, 2021, and review of the RK&K memos dated July 20th, 2021, regarding these projects.

It is our understanding the project consists of consists of a scaled test of the infiltration gallery (IG) design to evaluate the potential discharge volumes and resulting potentiometric head in the Columbia Aquifer system for the submerged gravel wetland (SGW). The estimated recharge capacity of the proposed IG cell will be based on the availability of between 300,000 and 400,000 gallons per day of effluent inflow. This work will be completed in three phases: 1) Subsurface Investigation, 2) Design and Construction of the IG, and 3) Basin Test.

II. OBJECTIVES AND SCOPE

The services provided by HCEA will involve exploring the site of work, the performance of laboratory tests, providing soil classifications and . installation of monitoring wells and piezometers

To accomplish this we will:

1. Explore and test insitu conditions at boring locations.
2. Conduct classification of soil samples via direct push method/.
3. Collect soil samples for analysis of metals and nutrient concentrations in accordance with 7 Del.C. 7101 6.8.3 Soils Monitoring.
5. Install monitoring wells and piezometers as needed
6. Develop monitoring wells and piezometers as needed.

III. FIELD EXPLORATION AND LABORATORY TESTING

In order to accomplish these objectives, a subsurface exploration program is proposed by RK&K consisting of the following:

Basin Testing

Soil Borings

HCEA will Install soil borings along the north transect of the SGW on 25-foot spacings:

- a. Locate the transect line and soil boring locations and provide ground surface elevations. County will locate and clear the transect line using handheld GPS.
- b. One (1) additional soil boring at opposite corners of the IG
- c. Soil borings are to be completed and logged as noted below.
 - i. Soil samples and geological data collected to a maximum depth of 40 feet below land surface.
Borings will extend 5-feet below the base of the restrictive layer to ensure communication with the Columbia Aquifer. Soil borings with continuous split spoon sampling or direct push methods.
 - iii. Samples will be described by the contracted geotechnical engineer.
- d. Three (3) discreet soil samples will be collected for analysis of metals and nutrient concentrations in

accordance with 7 Del.C. 7101 6.8.3 Soils Monitoring.

Monitoring Well AND Piezometer Installation

HCEA will install four (4) 4-inch diameter PVC wells.

- i. Cased to the base of the restrictive layer.
- ii. Finished with 5-foot of slotted prepacked screen and pump develop until turbidity levels are below 2 NTU for 15 consecutive minutes.
- iii. Develop the water quality sample well, monitoring pH, temperature and suspended sediment until measured parameters are within 10 percent of the preceding two recordings; discharge produced water to the ground surface.

Build piezometers P-1 and P-2, and complete well W-5

- i. Build all piezometers using two-inch diameter PVC casing connected to a minimum 5-foot long, prepacked screen section.
- ii. Build two (2) shallow piezometers to an estimated depth of 10 feet below grade (P-1 and P-2). Develop piezometers. If dry, then conduct falling head test.
- iii. HCEA will drill and install W-5 through the existing 6-inch PVC pipe
 - (a) HCEA will make accommodations to install W-5 without compaction of the septic sand
 - (b) The 6-inch diameter PVC pipe will be removed, if possible

South Parcel Investigation

- 1) Installation of five (5) forty-foot-deep borings by Direct Push method.
- 2) Geotechnical engineer Hillis-Carnes Engineering Associates (HCA) will log the drilling including soil and sediment descriptions, record blow counts, and other features. If requested, retain representative samples for grain size analysis.
- 3) Soil samples will be taken from representative samples in the upper-most restrictive unit at Boring 3, 4 and 5.
 - a. RK&K will coordinate with HCEA during the soils sampling events during drilling operations. HCEA will ship samples to an independent laboratory.
 - b. Nutrient and Metals to be sampled in accordance with 7 Del.C. 7101 6.8.3 Soils Monitoring.
- 4) Boring 3 will be completed as piezometer following the soil boring.
 - a. Install 2-inch diameter PVC casing with 10-foot of 0.020 prepacked slotted screen
 - b. Install clean filter pack to ~10-feet bls. Install bentonite grout to land surface.
 - c. Complete temporary piezometer 1-foot above land surface, with locking cap. Install a three foot long, 8-inch diameter PVC protective casing over the piezometer and set 1-foot into the soils. Paint protective casing fluorescent orange or other bright color.
 - d. HCEA will develop the well, monitoring pH, temperature and suspended sediment until measured parameters are within 10 percent of the preceding two recordings; discharge produced water to the ground surface.

V. BORING STAKEOUT AND ACCESS REQUIREMENTS

As required by law, HCEA will contact and coordinate with MISS UTILITY at least 48 hours prior to drilling operations.

It should be noted that privately owned utilities or utility lines located on property not in the public right-of-way may not be covered by MISS UTILITY. HCEA will not be responsible for marking or damage to any private utilities or other underground structures that may be present at the site or utilities not marked by MISS UTILITY. However, a private utility locator can be obtained, at an additional cost, to locate and mark the locations of private underground utilities.

It is our understanding the proposed boring locations will be staked in the field by others for our use. The borings should be staked to allow sufficient time to obtain utility location clearance prior to our mobilization to the site. If information relating to existing ground surface elevations at the boring locations will be required, that information should be provided to HCEA by others.

The test borings will be backfilled with sand following completion and the measurement of water levels. HCEA will obtain all required DNREC Well Permits and submit all abandonment and completion reports as needed. Patching of the boring locations, site restoration, and the determination of 24-hour groundwater levels are not included in our proposed scope and fee. If requested, HCEA can provide these services for an additional fee in accordance with the indicated unit rates.

Our proposed fee assumes the boring locations will be clear, relatively level and accessible to our drill equipment. Costs associated with clearing or difficult moving to traverse the site and access the boring locations have not been included. We have also assumed that there will be no special conditions or restrictions on our field activities such as, traffic or pedestrian control, limited or restricted working hours, limited access, environmental monitoring, or safety requirements beyond level D PPE. The attendance at any required safety training or project meetings is not included in our proposed fee. If required, HCEA can provide these services in accordance with the indicated unit rates.

VI. REPORT

After completion of all field exploration and laboratory testing, a geotechnical engineering report will be prepared and submitted. The report will include the logs of all test holes and a summary of the laboratory testing program results.

Based on our current schedule, HCEA will be able to mobilize to the site within two (2) weeks following acceptance of our proposal and utility clearance. During the progress of our study, we will be available to consult with you or your representative and provide preliminary information and recommendations as they are developed. It is anticipated that our final report will be available within fourteen (14) days following completion of the borings. If a shorter turnaround time is needed, HCEA will make every effort to work with your schedule.

Inland Bays Regional Wastewater Facility Submerged Gravel Wetland- Basin

DESCRIPTION	QTY	RATE	U/M	ITEM TOTAL
DRILLING SERVICES				
Drill Rig Mobilization/Demob.	2	\$ 300.00	Each	\$ 600.00
Direct Push Borings	560	\$ 15.00	LF	\$ 8,400.00
Piezometer Installation	20	\$ 20.00	LF	\$ 400.00
4" Monitoring Wells	100	\$ 32.00	LF	\$ 3,200.00
Well Development	16	\$ 220.00	Hour	\$ 3,520.00
SUBTOTAL				\$ 16,120.00
LABORATORY SERVICES				
Atterberg Limit	1	\$ 75.00	Each	\$ 75.00
Sieve Analysis	1	\$ 70.00	Each	\$ 70.00
SUBTOTAL				\$ 145.00
GEOTECHNICAL SERVICES				
Project Engineer	40	\$ 135.00	Hour	\$ 5,400.00
Project Manager	20	\$ 85.00	Hour	\$ 1,700.00
Staff Engineer	24	\$ 85.00	Hour	\$ 2,040.00
Lump Sum Survey/Stakeout	1	\$ 300.00	LS	\$ 300.00
SUBTOTAL				\$ 9,440.00
ENVIRONMENTAL SERVICES				
Cation Exchange Capacity	3	\$ 32.50	Each	\$ 97.50
Environmental Services Manager	20	\$ 90.00	Hour	\$ 1,800.00
Organic Matter	3	\$ 32.50	Each	\$ 97.50
PH	3	\$ 13.00	Each	\$ 39.00
Phosphorus	3	\$ 32.50	Each	\$ 97.50
Nitrate	3	\$ 130.00	Each	\$ 390.00
Phosphorus Absorption	3	\$ 78.00	Each	\$ 234.00
Percent Base Saturation	3	\$ 32.50	Each	\$ 97.50
Metals Soil	3	\$ 201.50	Each	\$ 604.50
Sodium Absorption Ratio	3	\$ 32.50	Each	\$ 97.50
TKN	3	\$ 97.50	Each	\$ 292.50
SUBTOTAL				\$ 3,847.50
TOTAL BUDGET ESTIMATE				\$ 29,552.50

Inland Bays Regional Wastewater Facility Submerged Gravel Wetland South Parcel

DESCRIPTION	QTY	RATE	U/M	ITEM TOTAL
DRILLING SERVICES				
Direct Push Borings	200	\$ 15.00	LF	\$ 3,000.00
Piezometer Installation	40	\$ 20.00	LF	\$ 800.00
4" Monitoring Wells	100	\$ 32.00	LF	\$ 3,200.00
Well Development	6	\$ 220.00	Hour	\$ 1,320.00
SUBTOTAL				\$ 8,320.00
LABORATORY SERVICES				
Sieve Analysis	1	\$ 70.00	Each	\$ 70.00
SUBTOTAL				\$ 70.00
GEOTECHNICAL SERVICES				
Project Engineer	12	\$ 135.00	Hour	\$ 1,620.00
Project Manager	6	\$ 85.00	Hour	\$ 510.00
Staff Engineer	6	\$ 85.00	Hour	\$ 510.00
SUBTOTAL				\$ 2,640.00
ENVIRONMENTAL SERVICES				
Cation Exchange Capacity	3	\$ 32.50	Each	\$ 97.50
Environmental Services Manager	16	\$ 90.00	Hour	\$ 1,440.00
Organic Matter	3	\$ 32.50	Each	\$ 97.50
PH	3	\$ 13.00	Each	\$ 39.00
Phosphorus	3	\$ 32.50	Each	\$ 97.50
Nitrate	3	\$ 130.00	Each	\$ 390.00
Phosphorus Absorption	3	\$ 78.00	Each	\$ 234.00
Percent Base Saturation	3	\$ 32.50	Each	\$ 97.50
Metals Soil	3	\$ 201.50	Each	\$ 604.50
Sodium Absorption Ratio	3	\$ 32.50	Each	\$ 97.50
TKN	3	\$ 97.50	Each	\$ 292.50
SUBTOTAL				\$ 3,487.50
TOTAL BUDGET ESTIMATE				\$ 14,517.50

Basin Testing: \$29,552.50
South Basin Testing: \$14,517.50

Total: \$44,070.00



MEMORANDUM

One Riverwalk Center
110 S. Poplar Street, Suite 102
Wilmington, DE 19801
Phone 302.468.4880
Fax 877.421.7265
www.rkk.com

Date: July 19, 2021
To: Hans Medlarz, PE
From: RK&K
Re: Inland Bays Regional Wastewater Facility Submerged Gravel Wetland – Basin Scaled Test

Basin Test Work Plan

The purpose is to prepare a scaled test of the infiltration gallery (IG) design to evaluate the potential discharge volumes and resulting potentiometric head in the Columbia Aquifer system for the submerged gravel wetland (SGW). The estimated recharge capacity of the proposed IG cell will be based on the availability of between 300,000 and 400,000 gallons per day of effluent inflow. This work will be completed in three phases: 1) Subsurface Investigation, 2) Design and Construction of the IG, and 3) Basin Test.

Test Procedure and Data acquisition

Phase 1 - Subsurface Investigation

- 1) Install soil borings along the north transect of the SGW on 25-foot spacings with by county on-call geotechnical contractor:
 - a. Locate the transect line and soil boring locations and provide ground surface elevations. County will locate and clear the transect line using handheld GPS.
 - b. One (1) additional soil boring at opposite corners of the IG
 - c. Soil borings are to be completed and logged as noted below.
 - i. Soil samples and geological data collected to a maximum depth of 40 feet below land surface. Borings will extend 5-feet below the base of the restrictive layer to ensure communication with the Columbia Aquifer.
 - ii. Soil borings with continuous split spoon sampling or direct push methods.
 - iii. Samples will be described by the contracted geotechnical engineer.
 - d. Three (3) discreet soil samples will be collected for analysis of metals and nutrient concentrations in accordance with 7 Del.C. 7101 6.8.3 Soils Monitoring.
 - i. RK&K geoscientist will coordinate with Hillis-Carnes Engineering Associates (HCA) during drilling operations and these samples. HCA will ship samples to an independent laboratory using their chain of custody and bottle ware.
- 2) RK&K will prepare a summary letter and cross-section that maps the top and bottom of the upper-most restrictive layer.

Phase 2 - Construction of the Infiltration Gallery

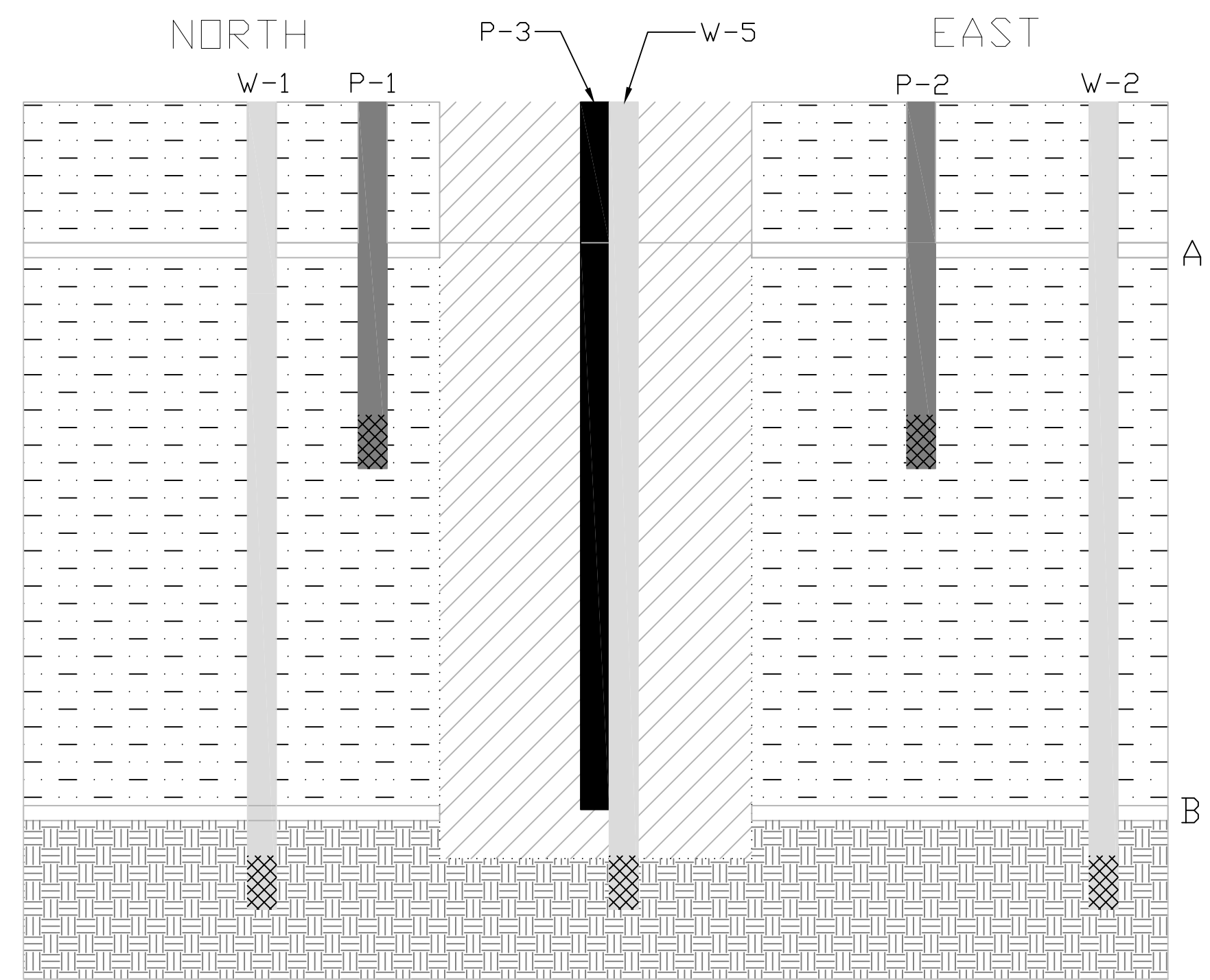
- 3) The test cell will be constructed in three phases 1) construction of the wells, 2) construction of the IG, and 3) construction of the piezometers:
- a. Well Construction - HCA will Install four (4) 4-inch diameter wells.
 - i. Cased to the base of the restrictive layer.
 - ii. Finished with 5- foot of slotted prepacked screen and pump develop until turbidity levels are below 2 NTU for 15 consecutive minutes.
 - iii. Develop the water quality sample well, monitoring pH, temperature and suspended sediment until measured parameters are within 10 percent of the preceding two recordings; discharge produced water to the ground surface.
 - iv. Collect one (1) water quality sample for evaluation of metals and nutrients (W-1) metals in accordance with 7 Del.C. 7101 6.2.3.5.2 (All water quality testing will include the same parameters). RK&K will collect the water sample and ship to independent laboratory.
 - b. Construction of the IG - The Contractor will provide a construction plan for review by RK&K and the County through a shop drawing review process.
 - i. Dimensions are approximately 10 feet wide and 10 feet long.
 - ii. Excavate to elevation +19 feet EL; the estimated top of restrictive layer (layer A) and line sidewalls between +18.5 feet EL and land surface with minimum 10 mil plastic sheeting.
 - iii. Install steel two-foot-wide sheet piles in a box pattern. Sheeting plan to be prepared by the Contractor based on subsurface work and included in the construction plan.
 - iv. The contractor has access to the production wells for dewatering prior to and during installation of the sheeting (W-1 through W-4) (as required).
 - v. Prior to backfill the County will install a 6-inch PVC Pipe and a capped, 2-inch diameter, 0,010-inch slot screen to the base of the excavation.
 - vi. Fill the IG with clean septic-quality aggregate. The Contractor will submit for review the aggregate prior to installation.
 - vii. Extract sheet piles and demobilize from the site.
 - c. Build piezometers P-1 and P-2, and complete well W-5
 - i. Build all piezometers using two-inch diameter PVC casing connected to a minimum 5-foot long, pre-packed screen section.
 - ii. Build two (2) shallow piezometers to an estimated depth of 10 feet below grade (P-1 and P-2). Develop piezometers. If dry, then conduct falling head test.
 - iii. HCA will drill and install W-5 through the existing 6-inch PVC pipe
 - (a) HCA will make accommodations to install W-5 without compaction of the septic sand
 - (b) The 6-inch diameter PVC pipe will be removed, if possible

Phase 3 – Basin Test

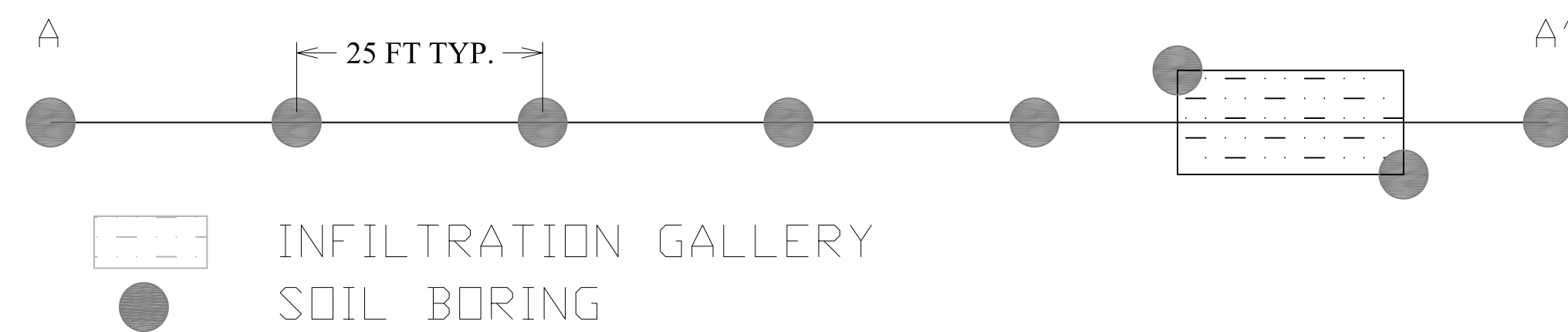
- 4) Conduct basin test
- a. RK&K will install a barometric data logger and six (6) water-level with temperature transducers in each of the listed piezometers (P-1, P-2 and P-3) and wells (W-1, W-2 and W-5).
 - b. The County will install transmission line with calibrated flow meter between effluent header and IG. The discharge shall be a spreader system. Transmission line will include a valving system to increase or decrease flow rates, as necessary.

- c. Conduct pre-test at 100 gallons per minute to establish working conditions, continue test until water levels are maintained at +18 feet EL for two (2) hours (adjust rates as necessary). Shut down and start background water level collection.
 - d. Conduct 3-phase infiltration testing and water quality sampling.
 - i. Phase 1: Background monitoring for a minimum of 48 hours.
 - ii. Phase 2: Infiltration testing for a minimum of 72 hours.
 - (a) Collect water quality sample of effluent at start of test.
 - (b) RK&K will provide daily monitoring of the testing event and will collect periodic temperature and flow data.
 - (c) RK&K will collect one water quality sample from W-1 after 48 hours and prior to conclusion of testing
 - (d) RK&K will collect one water quality sample from each (2 total) shallow monitor wells P-1 and P-2 prior to conclusion of testing.
 - iii. Phase 3: Water-level recovery testing for a minimum of 48 hours. RK&K will collect one (1) water quality sample from monitor well (W-1) after 48 hours.
 - e. Data requirements:
 - i. Flow meter readings – every hour
 - ii. Effluent Temperature – every four hours
 - iii. Precipitation monitoring – every hour
 - iv. Water level recording – every minute
- 6) Prepare and submit data report(s) summarizing the method of investigation, results, and recommendations.

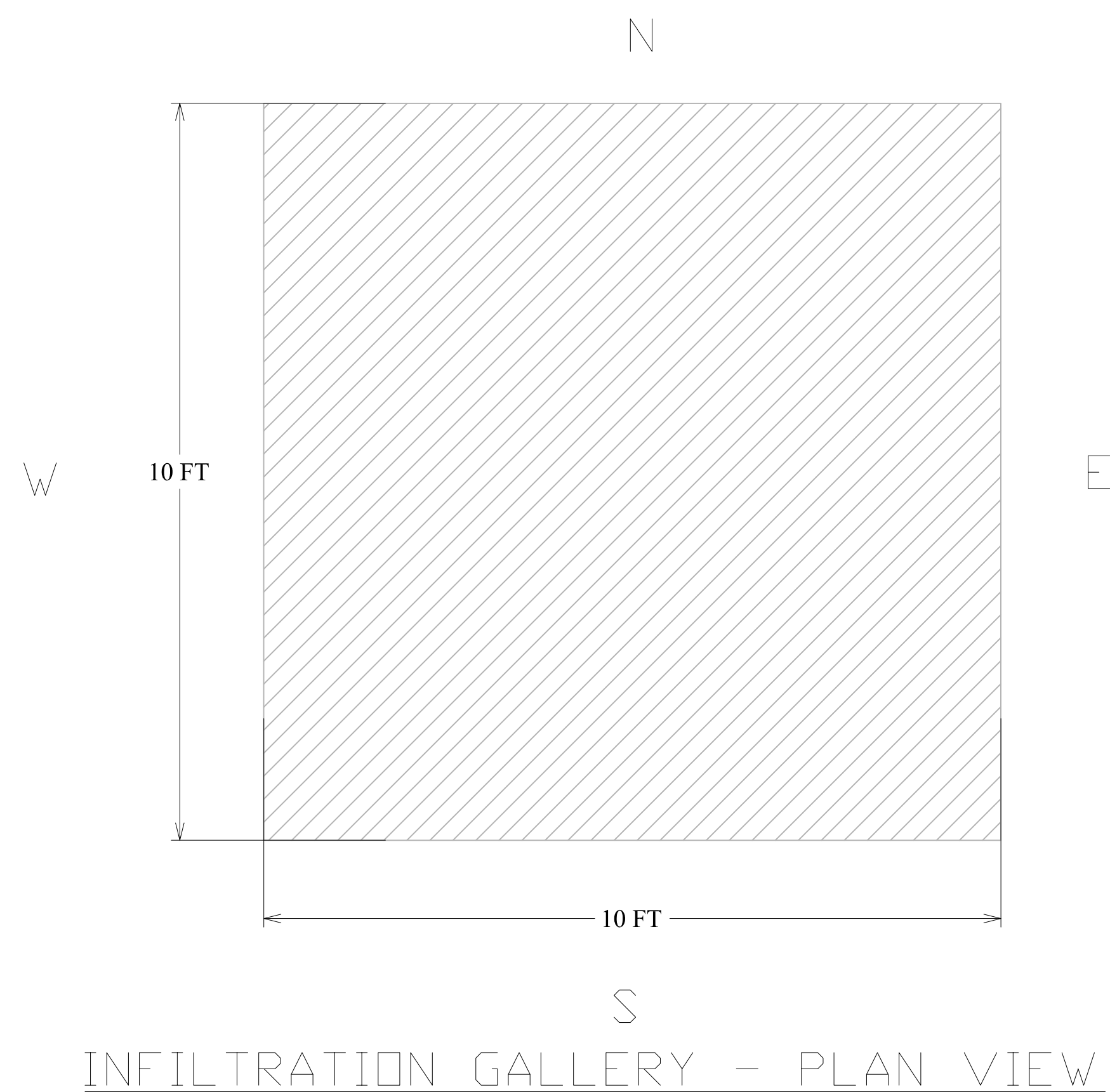
Submerged Gravel Wetland
Basin Test



INFILTRATION GALLERY CROSS-SECTION



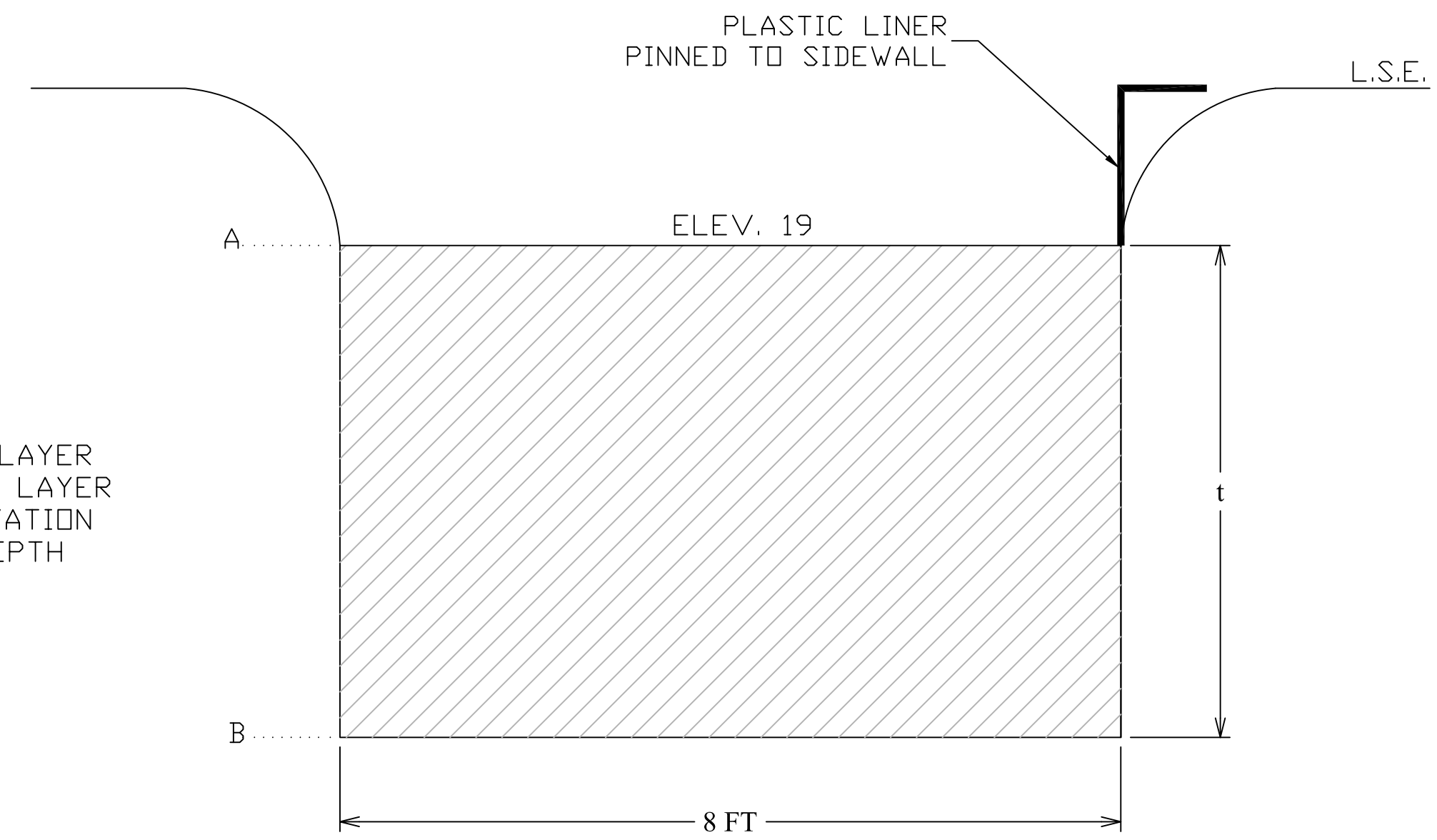
NORTHERN TRANSECT



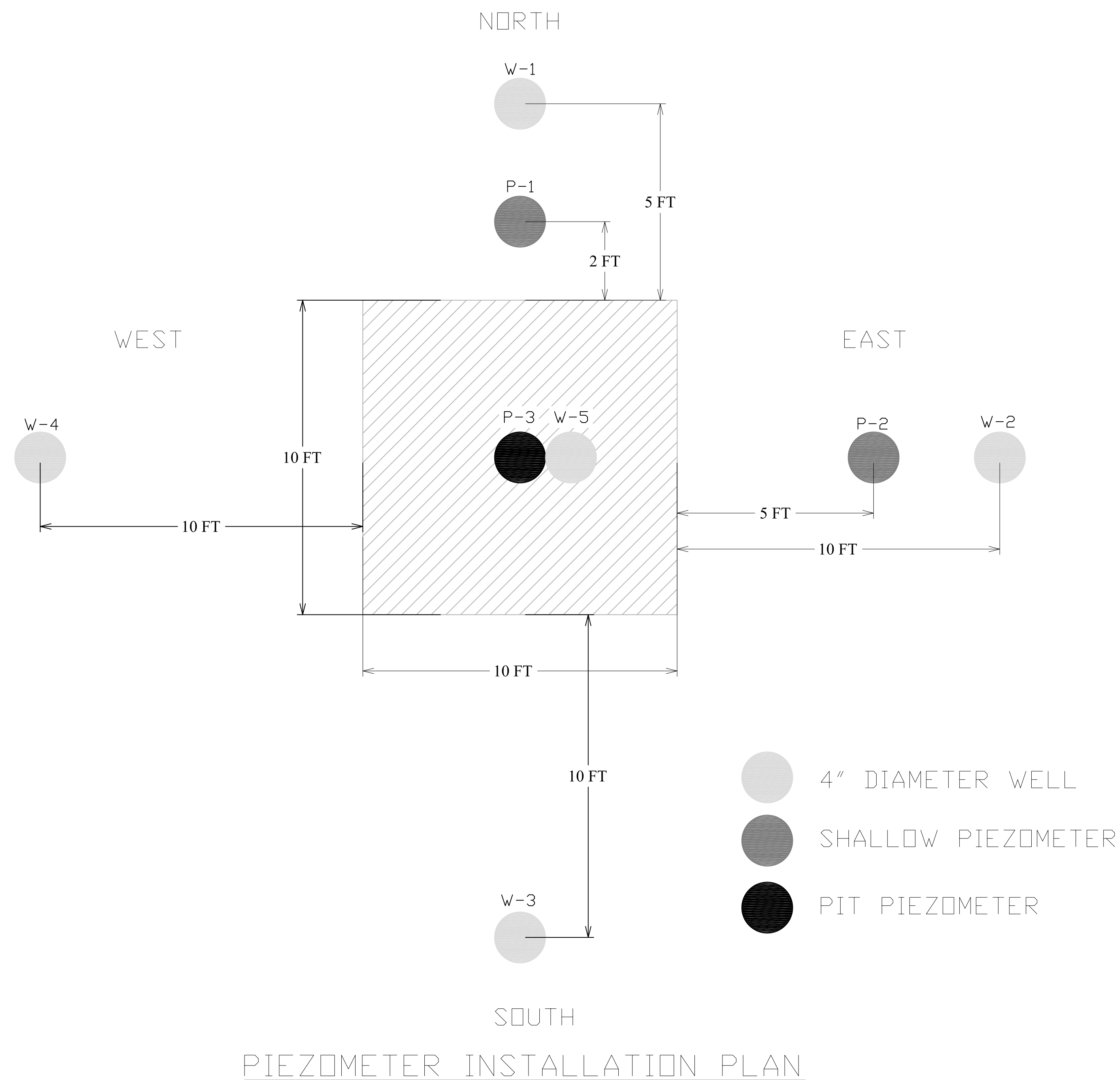
INFILTRATION GALLERY - PLAN VIEW

NOTES

"A" = TOP OF RESTRICTIVE LAYER
 "B" = BASE OF RESTRICTIVE LAYER
 L.S.E. = LAND SURFACE ELEVATION
 t = THICKNESS, UNKNOWN DEPTH



INFILTRATION CELL CROSS-SECTION



PIEZOMETER INSTALLATION PLAN

REVISIONS	

CLIENT INFORMATION
SUSSEX COUNTY, DE
ENGINEERING
DEPARTMENT

INLAND BAYS RWF
SUBMERGED GRAVEL
WETLAND
CONTRACT XX-XX

KEY - PLAN

GRAPHIC SCALES

SIGNATURE



One Riverwalk Center
 110 South Poplar Street, Suite 102 | Wilmington, DE 19801

SUBMERGED GRAVEL WETLAND -
 BASIN TEST GRAPHICS

DRAWING NO.
1

SCALE: AS NOTED
 DATE: JULY 2021 SHEET 1 OF 1
 DES: JKM DRAWN: JKM CHECK: JM

BY: jmedhang



MEMORANDUM

One Riverwalk Center
110 S. Poplar Street, Suite 102
Wilmington, DE 19801
Phone 302.468.4880
Fax 877.421.7265
www.rkk.com

Date: July 19, 2021
To: Hans Medlarz, PE
From: RK&K
Re: Inland Bays Regional Wastewater Facility Submerged Gravel Wetland – South Parcel Investigation

Basin Test Work Plan

Proposed work plan for the investigation of the southern parcel. The goal of this work is to provide a preliminary evaluation of the site's potential to be developed as a submerged gravel wetland (SGW). The proposed investigation will be conducted in two phases. Phase I will include the subsurface evaluation, drilling, water quality and soil sampling. Phase II will include monitoring of water levels to establish seasonal variation and piezometric response to precipitation events.

Test Procedure and Data acquisition

- 1) Installation of five (5) forty-foot-deep borings as shown on Figure 1.
 - a. Installation by Direct Push method.
 - b. Geotechnical engineer Hillis-Carnes Engineering Associates (HCA) will log the drilling including soil and sediment descriptions, record blow counts, and other features. If requested, retain representative samples for grain size analysis.
- 2) Soil samples will be taken from representative samples in the upper-most restrictive unit at Boring 3, 4 and 5.
 - a. RK&K will coordinate with HCA during the soils sampling events during drilling operations. HCA will ship samples to an independent laboratory.
 - b. Nutrient and Metals to be sampled in accordance with 7 Del.C. 7101 6.8.3 Soils Monitoring.
- 3) Boring 3 will be completed as piezometer following the soil boring.
 - a. Install 2-inch diameter PVC casing with 10-foot of 0.020 prepacked slotted screen
 - b. Install clean filter pack to ~10-feet bls. Install bentonite grout to land surface.
 - c. Complete temporary piezometer 1-foot above land surface, with locking cap. Install a three foot long, 8-inch diameter PVC protective casing over the piezometer and set 1-foot into the soils. Paint protective casing fluorescent orange or other bright color.
 - d. HKA will develop the well, monitoring pH, temperature and suspended sediment until measured parameters are within 10 percent of the preceding two recordings; discharge produced water to the ground surface.
 - e. After a minimum of two days, RK&K will record water level elevation/depth and collect a water sample for nutrients and metals in accordance with 7 Del.C. 7101 6.2.3.5.2. RK&K will collect the water sample and ship to independent laboratory using laboratory-provided bottle ware and chain-of-custody.
 - f. RK&K will conduct three (3) falling head or slug test of the well after water levels have returned to static conditions.

- 4) The County will locate using handheld GPS equipment the well and provide the ground surface and top of casing elevation to nearest 0.01 foot.
- 5) Prepare and submit letter report summarizing the method of investigation, results, and recommendations.
- 6) The County will collect weekly water level data at MW-15, MW-22 and Boring 3 through October.
- 7) RK&K will prepare hydrographs at periodic frequency (90-days) to evaluate water level trends.

Figure 1

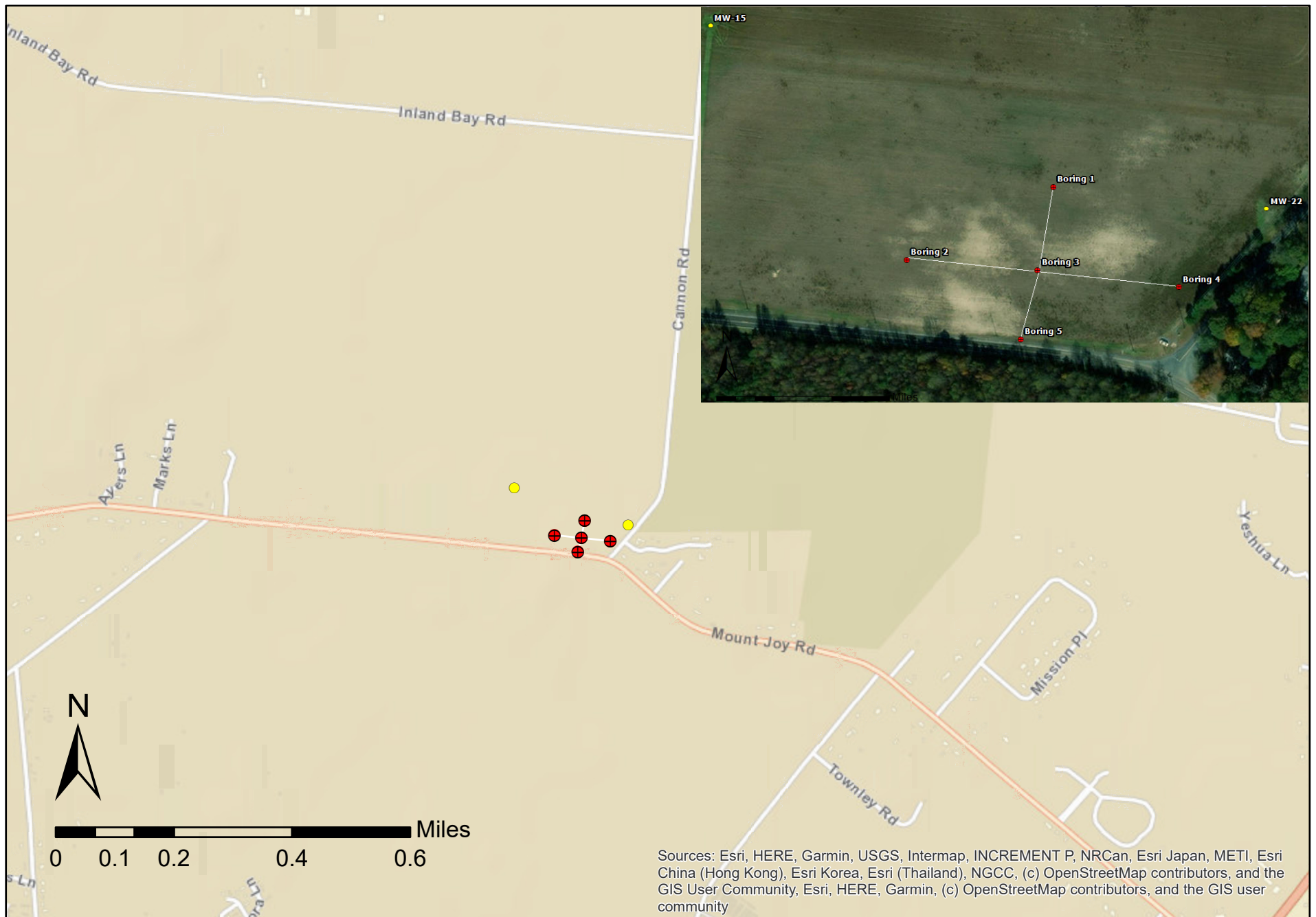


Figure 1 - South Parcel Investigation

Inland Bays Submerged Gravel Wetland

Project #: 18208.002

Drawn By: JKM Date: 07/14/2021

Figure 1



**DETAILED SOIL INVESTIGATION REPORT
FOR LARGE FLOW WASTEWATER DISPOSAL
Sussex County Inland Bays WWTF
TM# 2-34-22.00-10.00**

June 18, 2021

**Project Location: West Side of Sussex Co. Rd. 307 (AKA Cannon Rd.), North Side of
Inland Bay Drive
Sussex County, Delaware**

Project Area: 574.71± Ac.

Study Area: 10.8± Ac. (Approximate Center @ DSPC NAD83, Feet E711857, N234084)

Proposed Disposal Area: 8± Ac.

Proposed Daily Wastewater Generation: Variable, Demonstration Project, TBD

**Prepared for: Rummel, Klepper, & Kahl, LLP
110 S. Poplar St., Suite 102
Wilmington, DE 19801**

**Owners of Study Areas: Sussex County
P.O. Box 589
Georgetown, DE 19947**

Prepared By: Bradley J. Cate, CPSSc/SC, Delaware Lic. #2761

***E*astern *S*hore *S*oil *S*ervices**

Environmental Consulting:

Soil Mapping, Land Use Planning, Wetland Studies, Site Evaluations, Environmental Permits

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Georgetown, DE 19947
(302) 856-1853
esss@grics.net**

**P.O. Box 411
Savanna, IL 61074
(815) 273-3550
esss@grics.net**

PURPOSE AND INTENT

The purpose and intent of this study and report were to characterize a potential area for a submerged gravel wetland to receive treated wastewater from the Sussex County Inland Bays Wastewater Treatment Facility (WWTF). Target daily flows are to be determined based on operational characteristics of the constructed facility and phased construction. Wastewater will be supplied from a storage lagoon currently serving the facility's spray irrigation fields. Primary treatment of effluent entering the storage lagoon is by actively aerated treatment lagoons. Use of this information for projects with differing treatment and disposal technologies, or other wastewater generation sources may be inappropriate. Eastern Shore Soil Services should be consulted regarding the applicability of this report and information for uses other than the intended purpose.

INTRODUCTION

Eastern Shore Soil Services (ESSS) was contracted by Rummel, Klepper, & Kahl, LLP (RK&K) to conduct a detailed soil investigation for community wastewater disposal on the referenced parcel in accordance with *Delaware Department of Natural Resources and Environmental Control Regulations Governing the Design, Installation, and Operation of On-Site Waste Water Treatment and Disposal Systems (Rev. 1/11/2014)*. In order to characterize a proposed location for submerged gravel wetland, test pits and hand auger borings were conducted on a 75' grid spacing established using subdecimeter GNSS.

The study area was based on a georeferenced conceptual plan supplied by RK&K. Following discussion during a combined site visit and preliminary meeting held at the proposed site on 3/22/21, it was decided to shift the study area footprint slightly north and west to utilize higher topographic elevations which, by default, were expected to be deeper to groundwater.





PREVIOUS SOIL INVESTIGATIONS

Soil borings were conducted by others over the larger site on an approximate 300' grid pattern in 2005. Unfortunately, the boring logs could not be located. In addition, double ring infiltrometer testing was done as part of the previous study. While the locations and results of the infiltrometer tests are available, most testing was done under the assumption that the site would be utilized for spray irrigation rather than subsurface infiltration. As a result, test depths were generally shallower than the proposed depth of the submerged gravel wetland infiltration surface. Without corresponding descriptive soil boring logs, the nature of the tested layers/materials is unknown.

FIELDWORK CONDUCTED TO DATE BY ESSS

- Five soil borings on a transect of the landforms were logged to 6' on 3/22/21. The soil reconnaissance was utilized to assess generalized soil composition of the study and surrounding areas (See Soils Map, Appendix IX for locations and Appendix V for logs).

Legend

-  Center of Study Area
-  Delaware State Plane (NAD 83) Location Reference Points
-  Tax Map Parcel Boundary (Approximate Property Line)
-  Study Area Boundary (10.8±Ac.)

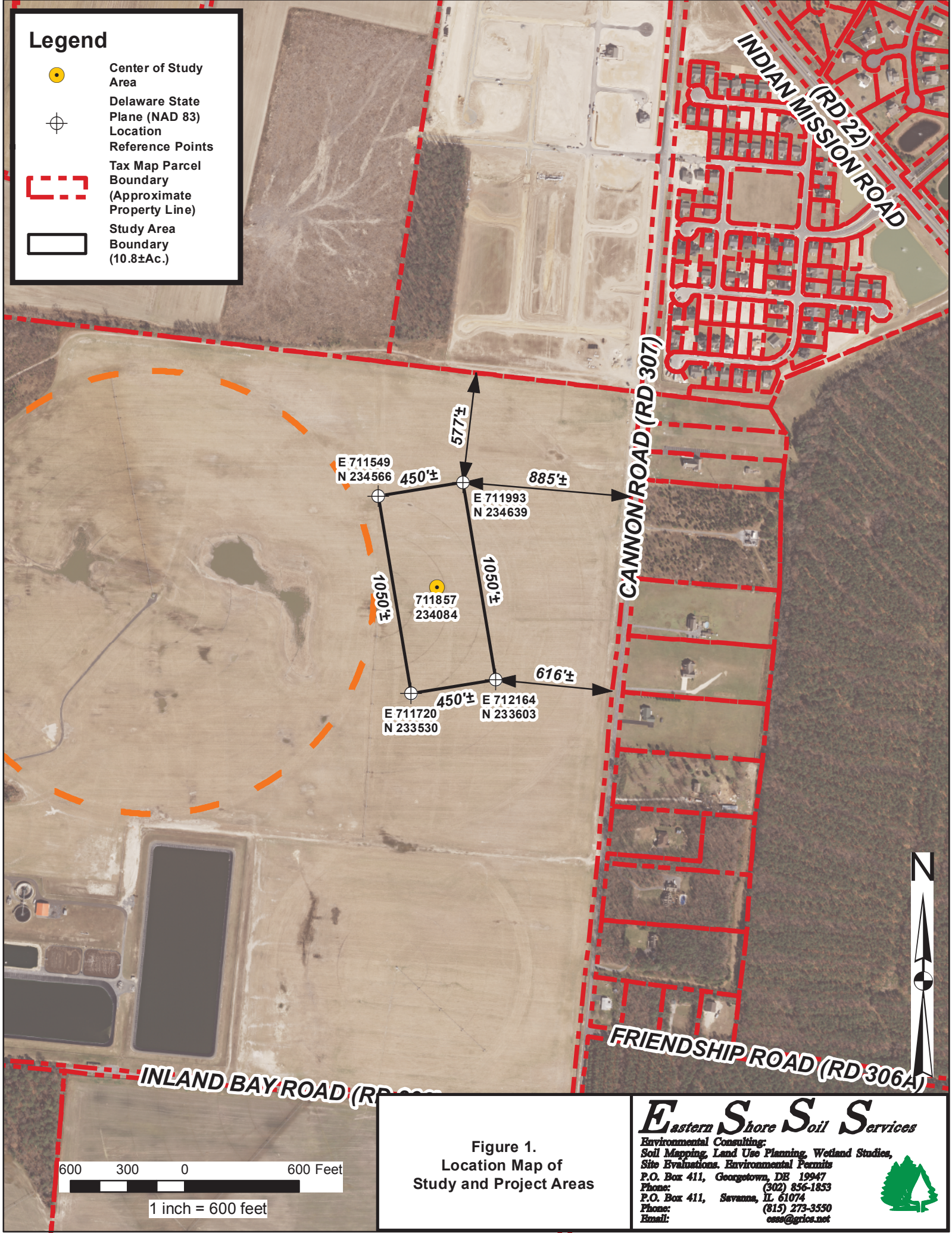
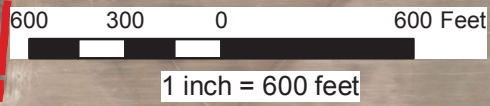
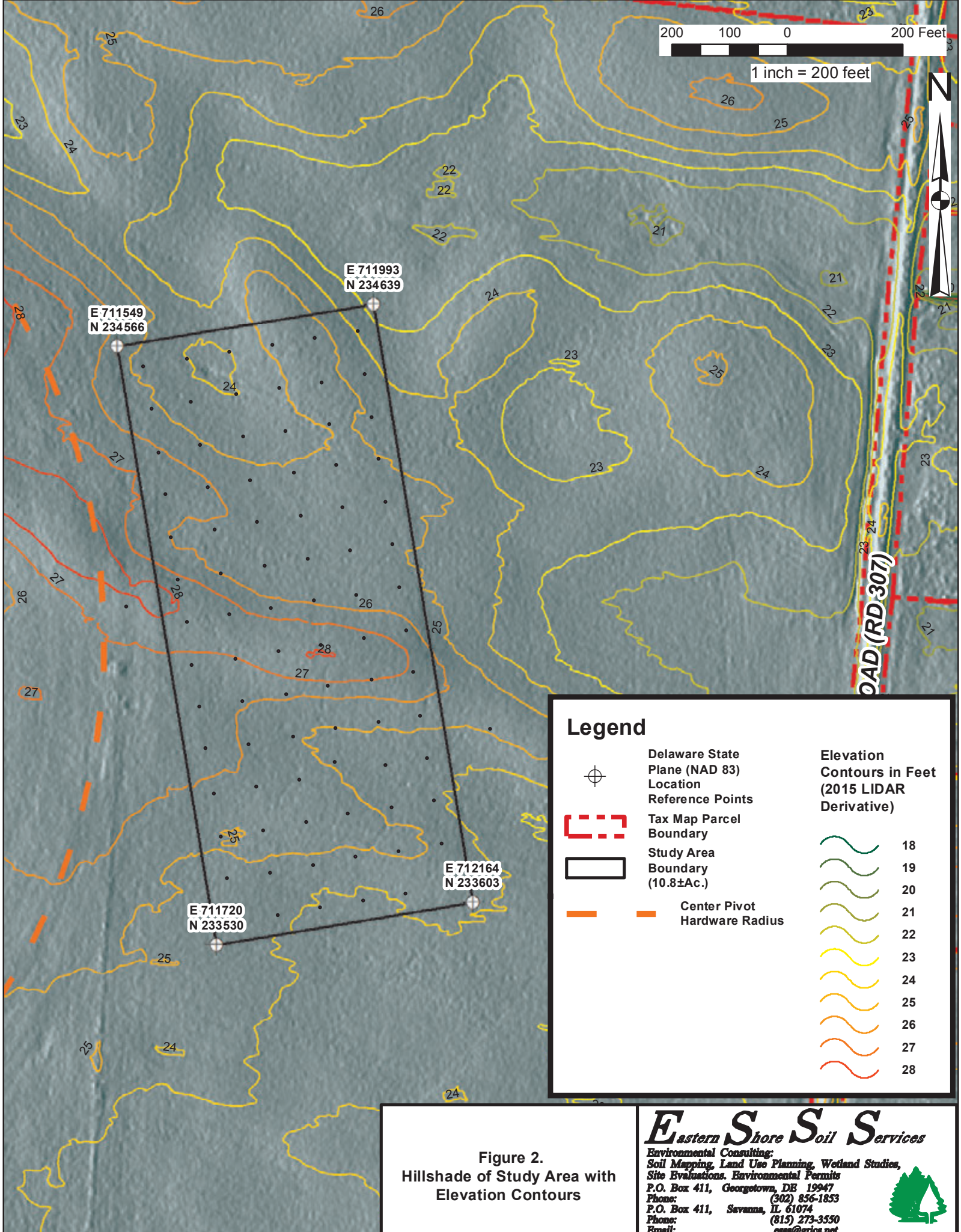


Figure 1.
Location Map of
Study and Project Areas

***E*astern *S*hore *S*oil *S*ervices**
 Environmental Consulting:
 Soil Mapping, Land Use Planning, Wetland Studies,
 Site Evaluations, Environmental Permits
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 Phone: (302) 856-1853
 P.O. Box 411, Savanna, IL 61074
 Phone: (815) 273-3550
 Email: esss@gricos.net



200 100 0 200 Feet

1 inch = 200 feet



E 711993
N 234639

E 711549
N 234566

E 712164
N 233603

E 711720
N 233530

Legend

- | | | | |
|--|---|--|--|
| | Delaware State Plane (NAD 83) Location Reference Points | | Elevation Contours in Feet (2015 LIDAR Derivative) |
| | Tax Map Parcel Boundary | | Study Area Boundary (10.8±Ac.) |
| | Center Pivot Hardware Radius | | 18 |
| | | | 19 |
| | | | 20 |
| | | | 21 |
| | | | 22 |
| | | | 23 |
| | | | 24 |
| | | | 25 |
| | | | 26 |
| | | | 27 |
| | | | 28 |

OAD (RD 307)

Figure 2.
Hillshade of Study Area with
Elevation Contours

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- Eight test pits were described to 7' to 10' or more at selected points on a 75' sampling grid on 4/27/21 (See Soils Map, Appendix IX for locations and Appendix IV for logs).
- Over the period from 4/8/21 to 5/1/21, hand auger borings (75) were described to 6' (or slightly less if density of material precluded auguring) on the remaining 75' grid points (Appendix V).
- Composite soil samples (6) were collected at depths of 0-12" and 12"-24" from each of the 3 map units delineated (Appendix VI).

DOCUMENT & DATA SOURCES

Soil boring and test pit locations were determined by Eastern Shore Soil Services utilizing subdecimeter corrected GNSS equipment. The configuration of the study area was based on preliminary drawings by RK&K. Elevation contours were derived from public domain 2015 LIDAR. Likewise, sample point elevations were extracted from LIDAR for use in modeling groundwater and hydraulically restrictive layer surface elevations. The Hydrogeologic Suitability Report (HSR) by RK&K will identify all wells adjacent to the project area. No wells exist within 150' of the study area. Public domain aerial orthophotography (ca. 2017) was utilized for base map imagery. All measurements are in feet or inches. Textures described or discussed are based on the USDA system. A list of descriptive abbreviations used on soil profile notes (boring logs) is included in Appendix III.

PLANNING & SCOPE OF PROJECT

This project is unique in that water management objectives are somewhat competing and not necessarily complementary. One objective is to infiltrate wastewater and minimize reliance on surface discharge. Another requirement is to establish and maintain a groundwater connection with the wetland planting medium and underlying gravel thru management of groundwater mounding. Normally for strict infiltration practices, groundwater mounding is undesirable and managed by careful site selection, configuration of discharge areas, application patterns/timing, and curbs on wastewater application volumes. Incorporating information from the Soil Investigation Report (SIR) and the Hydrogeological Suitability Report (HSR), the design and wastewater application volumes must harmoniously balance mounding and infiltration to achieve dual goals of wastewater polishing thru biological processes and infiltration to minimize surface discharge.

GENERAL CHARACTERISTICS OF STUDY AREA

The study area depicted on the soils map constitutes approximately 10.8 cultivated acres. The study area boundary extends 37' outward from the 75' sampling grid. Formerly, this area was irrigated with lagoon treated wastewater via a center pivot. Months prior to the investigation, application was discontinued. However, contiguous application via an adjacent center pivot continues to the immediate west. Adjacent land uses are primarily agricultural in the immediate vicinity of the Study Area but residential development occurs along the northern and eastern boundaries of the ~575 acre Project Area. The head of a small

ditch (tributary of Guinea Creek) exists for potential discharge purposes on the east side of Cannon Road between privately owned parcels 2-34-22.00-13.00 and 13.14. The nearest adjacent perennial stream is Phillips Branch, ~4000' north.

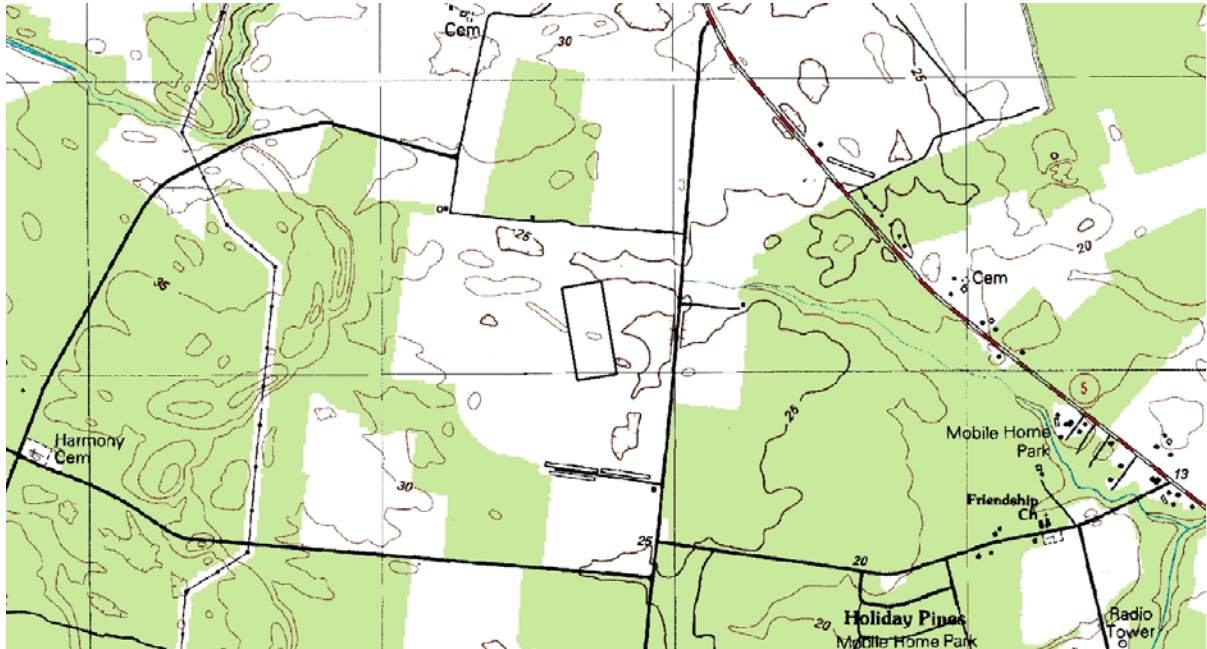


Figure 3. Part of USGS 7.5 Minute Fairmount Quadrangle Depicting Project Area (NTS).

RELIEF, STRATIGRAPHY, AND HYDROLOGY OF STUDY AREA

Approximately 5' of vertical relief exists over the span of the Study Area. A small portion on the south end exists at an elevation of <24' with the highest area peaking at elevation 28'. A small closed depression (<0.1 Ac.) exists at the northern end of the study area. A conspicuous northwest to southeast oriented linear hummock feature bisects the middle of the study area. The surface configuration of the rest of the study area is largely planar. The hummock appears to be a remnant erosional feature rather than a dunal feature based on comparable morphology to downslope features with the exception of depth to redox features (indications of seasonal high groundwater) which are generally deeper.

The surficial deposits on this site consist of a coarse-loamy to sandy mantle of wind reworked deposits grading to sandy water deposited and reworked sediments which overlie an obvious lithologic discontinuity. The thickness of these permeable layers overlying the discontinuity are presented as Figure 7. Immediately below the discontinuity lie highly stratified to laminar bedded dense gray (iron depleted) to tan quiet water deposits high in silts and very fine sands. These materials generally exhibit characteristics associated with a high bulk density¹ and a firm to very firm brittle rupture resistance. In many profiles, multiple dense layers were observed interbedded with more friable materials lower in clay but

¹ Typically expressed as weight over volume (gms/cm³).

retaining a high proportion of fine and very fine sand. Typically, clay content and rupture resistance of the denser layers increased with sampling depth. Where the discontinuity was shallowest, clay contents were often higher which was attributed to augmentation by translocated clays contributed from overlying and lateral sources (e.g. soil formation processes). The lower boundary of these sediments is not apparent from the work conducted as part of this study but extended deeper than 120” (Pit E2).

Published Delaware Geological Survey surficial deposit mapping of the area is presented as Figure 4 below. The study area is mapped as Lynch Heights Formation, thin. This stratigraphic unit is somewhat poorly defined and may simply be wind and water reworked Beaver Dam Formation sediments.

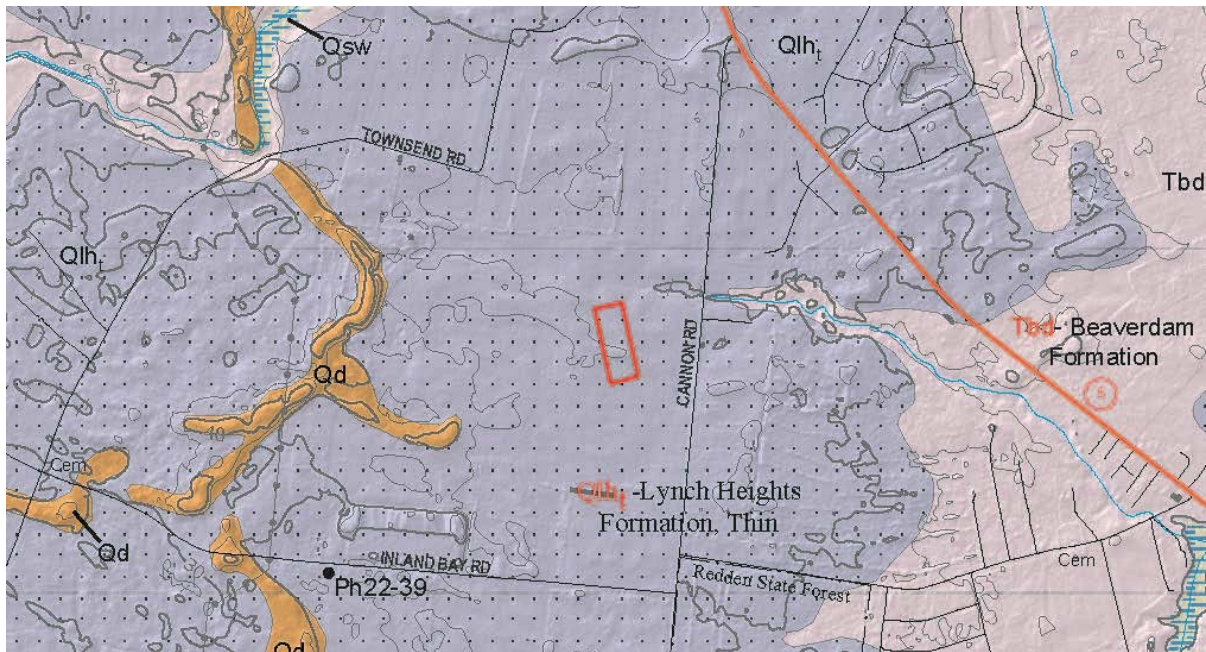
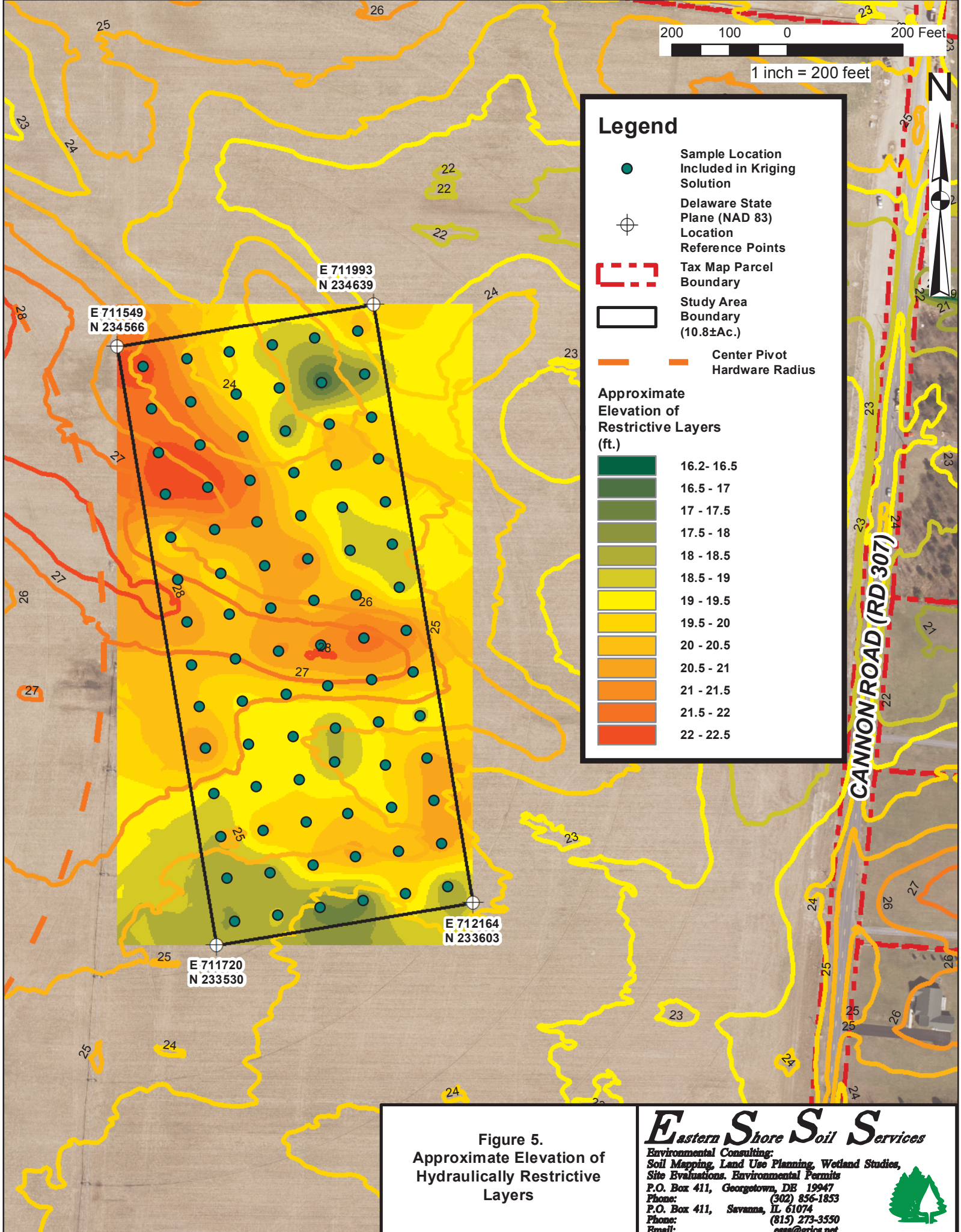


Figure 4. Delaware Geological Survey Surficial Deposits Map

The predominant hydraulically limiting condition consists of dense layers (previously described above) below a discontinuity. This layer is expected to contribute to hydraulic mounding under the application area. Water movement away from the application area is expected to be dominated by lateral flows thru the coarser mantle above the lithologic discontinuity. The hydraulically limiting layer was interpreted to be any layer below a lithologic discontinuity with a sand fraction dominated by fine or very fine sand and exhibiting brittle, firm to extremely firm consistence. An elevation/contour map of the restrictive surface is presented as Figure 5. For kriging purposes, where the discontinuity was not observed within an auger boring depth of 72”, an arbitrary value of 80” was assigned.

To partially characterize the nature of the seasonal groundwater with higher resolution than available from wells, measurements were taken in unlined boreholes on 4/12/21 to free water. The 4/12/21 date coincided with a period of the wet season where



200 100 0 200 Feet
1 inch = 200 feet

Legend

- Sample Location Included in Kriging Solution
- ⊕ Delaware State Plane (NAD 83) Location Reference Points
- Tax Map Parcel Boundary
- Study Area Boundary (10.8±Ac.)
- Center Pivot Hardware Radius

Approximate Elevation of Restrictive Layers (ft.)

	16.2 - 16.5
	16.5 - 17
	17 - 17.5
	17.5 - 18
	18 - 18.5
	18.5 - 19
	19 - 19.5
	19.5 - 20
	20 - 20.5
	20.5 - 21
	21 - 21.5
	21.5 - 22
	22 - 22.5

E 711993
N 234639

E 711549
N 234566

E 712164
N 233603

E 711720
N 233530

CANNON ROAD (RD 307)

Figure 5.
Approximate Elevation of
Hydraulically Restrictive
Layers

Eastern Shore Soil Services
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 P.O. Box 411, Georgetown, DE 19947
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 P.O. Box 411, Savanna, IL 61074
 Phone: (815) 273-3550
 Email: essu@gricos.net








200 100 0 200 Feet









1 inch = 200 feet



Legend

-  Measured Value Location
-  Delaware State Plane (NAD 83) Location Reference Points
-  Tax Map Parcel Boundary
-  Study Area Boundary (10.8±Ac.)
-  Center Pivot Hardware Radius

Interpolated Groundwater Elev. on 4/12/21

- | | |
|--|-------------|
|  | 20.5 - 20.6 |
|  | 20.6 - 20.8 |
|  | 20.8 - 21 |
|  | 21 - 21.2 |
|  | 21.2 - 21.4 |
|  | 21.4 - 21.6 |
|  | 21.6 - 21.8 |
|  | 21.8 - 22 |

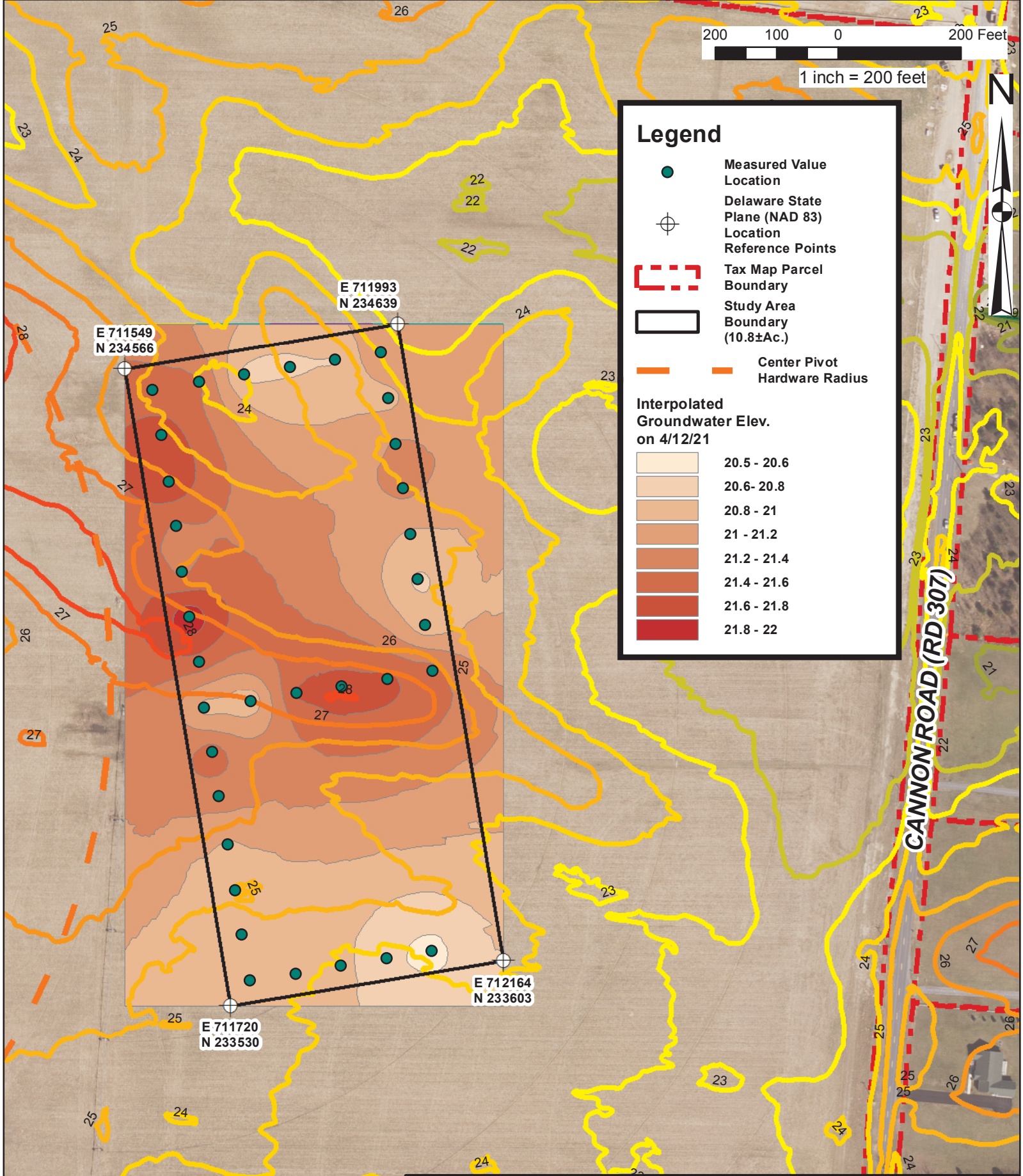


Figure 6.
Interpolated Groundwater
Elevations on 4/12/2021

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Email: esss@gricos.net



200 100 0 200 Feet

1 inch = 200 feet



Legend

- Sample Location Included in Kriging Solution
- ⊕ Delaware State Plane (NAD 83) Location Reference Points
- ⎓ Tax Map Parcel Boundary
- ▭ Study Area Boundary (10.8±Ac.)

Approximate Thickness (ft.) of Permeable Mantle over Hydraulically Restrictive Layers

- | | |
|--|----------|
| | 2.5 - 3 |
| | 3 - 3.5 |
| | 3.5 - 4 |
| | 4 - 4.5 |
| | 4.5 - 5 |
| | 5 - 5.5 |
| | 5.5 - 6 |
| | 6 - 6.5+ |

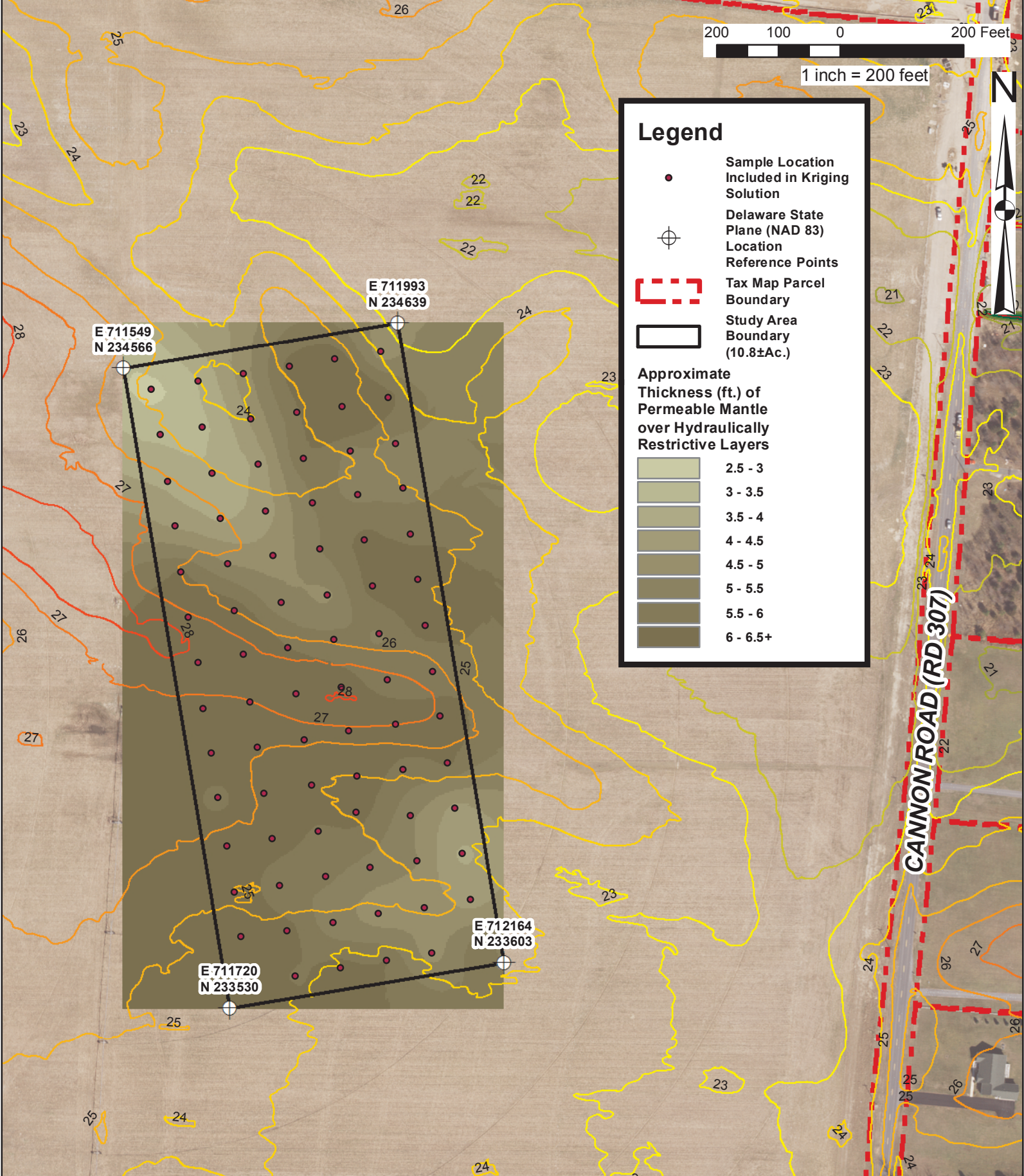


Figure 7.
Thickness of Permeable
Mantle Over Hydraulically
Restrictive Layers

Eastern Shore Soil Services

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observed redox features closely coincided with observed groundwater. Groundwater observations prior to 4/12/21 were generally higher due to above average precipitation earlier in the season. These measurements allowed a 48 hr. post-boring equilibration period. The free water surface was modeled and presented as Figure 6. As expected, groundwater elevations mimicked surficial topography with a range of 20.5' to 21.98'. Allowing for a degree of inherent error in extracted LIDAR point elevations, it still appears that some locations are influenced by the lithologic discontinuity/hydraulically restrictive layers and may have perched groundwater. It is expected that nearly all areas will exhibit transient perched groundwater immediately after heavy periods of precipitation. Continuing spray irrigation to the immediate west of the study area is likely to influence its hydrology. Due to the altered hydrology, the decades of data provided by the existing groundwater monitoring well network should be used in groundwater modeling rather than morphology. This information is expected to be provided in the HSR.

SOIL MAP UNITS & CLASSIFICATION

Due to the intended purpose of this study, map delineations were based on relevant soil limitations for treated wastewater disposal (i.e. depth to groundwater and hydraulic conductivity). The only relevant "map units" delineated were based on depth to the restrictive layers. Individual borings were classified to the subgroup taxon with classifications depicted on the attached map (Appendix IX) and individual profile descriptions (Appendices IV and V). Tables representing Delaware State Plane Coordinates (DSPC), ground elevations, elevations of restrictive layers, etc. for individual profiles are included in Appendix VIII.

Three map units were delineated consisting of two subgroup taxa. A unit delineated as OxPA (Oxyaquic Paleudults, 0-1% Slopes), LHA (Lamellic Hapludults, 0-1% Slopes), and LHB (Lamellic Hapludults, 1-3% Slopes). The defining concept of the OxPA unit vs. the LHA and LHB units was depth to restrictive features and seasonally saturated soils shallower vs. deeper than ~40", respectively.

OxPA

The surface soils consist of a granular to subangular blocky surficial horizon (Ap) that is approximately 7" to 12" thick with a most common texture of loamy sand (LS). Immediately below is a massive/structureless subsurface layer (E) consisting of loamy sand textured materials extending to a depth of less than 40". Within a depth of 40" is a structured clayey subsoil horizon (2Bt) which constitutes a hydraulically limiting layer. Below and within 60" of depth, is a clayey stratified structureless grayed substratum layer (2Cg). The lower boundary of the restrictive materials is deeper than 72".

Minor components of the unit include pedons where the subsoil layer is absent and the clayey substratum directly underlies the sandy textures. Other profiles exhibit the clayey textures deeper than 40". Sandy loam lamellae were present in the upper sandy portion of some profiles. The subangular blocky structured Bt, or subsoil/argillic horizons, typically consist of friable sandy loam, fine sandy loam, sandy clay loam, or loam. The structureless

substratum consists of clay loam or silty clay with thinner very fine sandy loam to loamy fine and very fine sand textured lenses/strata. At location B2 (modal pedon), described from test pit, the clayey substratum extends thru 108". The sandy surface mantle appears to be wind reworked sediment and the lower subsoil and substratum are derived from quiet water sedimentation.

LHA & LHB

The LHA and LHB units comprise the majority of the study area with the differentiating feature being slope. The 7" to 12" thick surface layer (Ap horizon) is typically loamy sand or sandy loam.. The sandy subsurface layer (E&Bt) generally is loamy sand or sand (E part) and includes sandy loam textured lamellae (Bt part) within the upper 40" or less. The underlying subsoil (Bt) is typically sandy loam or sandy clay loam. The upper substratum (2C) is typically friable stratified loamy fine sand, loamy very fine sand, or fine sandy loam. The lower substratum (2Cg) is considered the restrictive layer consisting of dense, brittle, firm to very firm very fine sandy loam, silt loam, clay loam, and silty clay with an upper boundary deeper than 40".

Minor components of the unit include pedons where the subsoil layer is absent and the clayey substratum directly underlies the sandy mantle. Other borings may lack lamellae in the sandy mantle. Clayey textures/restrictive materials were not observed within an auger boring depth of 72" in a minority of borings. Observations in test pits indicate the restrictive layers likely have an aerial extent coincident with the extents of the study area. The sandy permeable surface mantle appears to be wind reworked sediment and is generally thicker than the OxPA unit. The lower subsoil and substratum are derived from quiet water sedimentation.

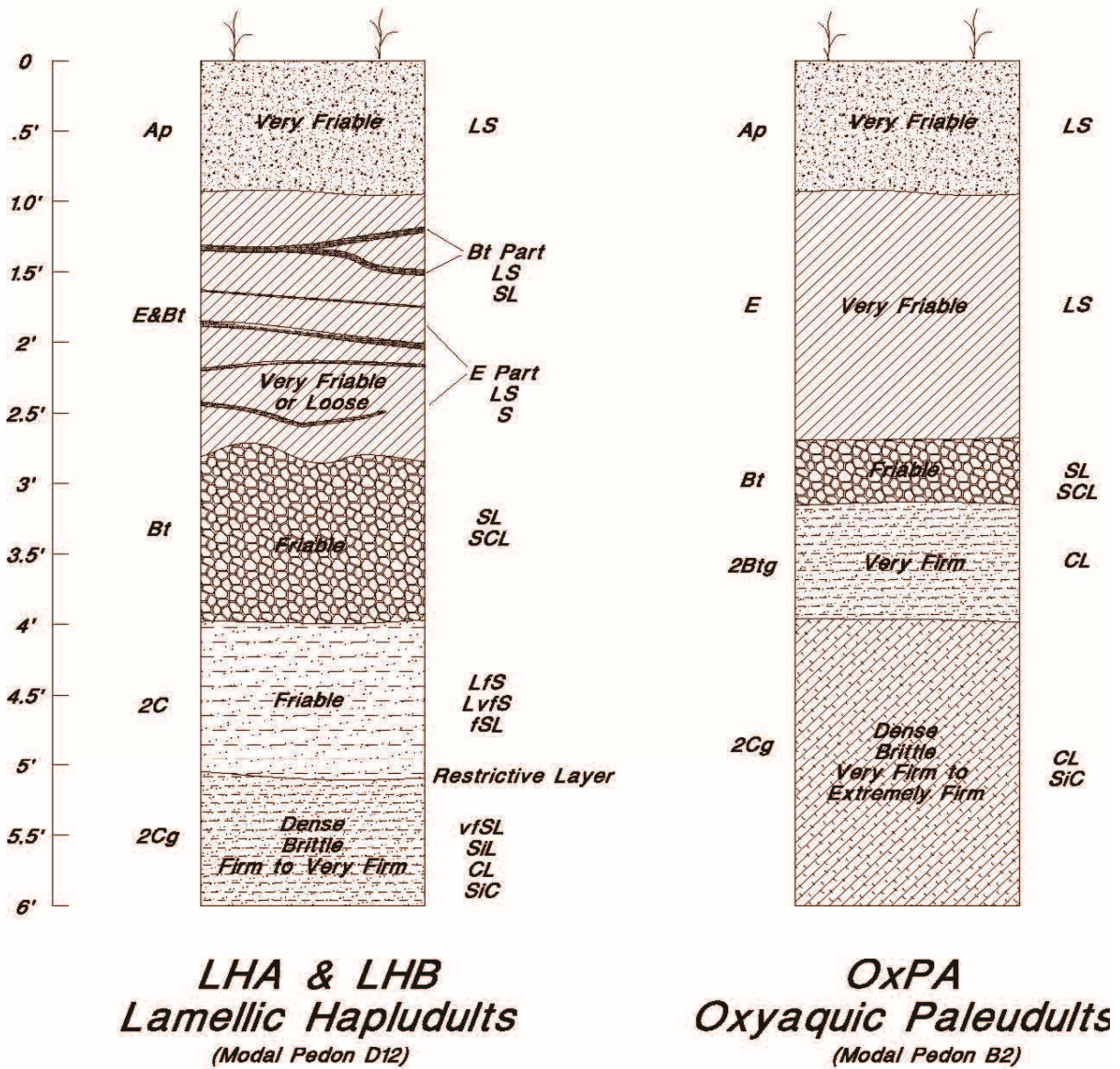


Figure 8. Stylized Diagrammatic Representative Profiles

DOUBLE RING INFILTRMETER TESTING

Delaware On-Site Wastewater Regulations pertaining to large systems requires double ring infiltrometer testing to be conducted in the most hydraulically limiting

layer as part of the (SIR). Within the study area, these limiting layers were below or close to groundwater. Existing well data monitored by Sussex County indicates that these layers remain close to or below groundwater for the major portion of the year. Because infiltrometer tests are considered appropriate only when groundwater is well below the required test depth, testing was not possible. Other shallow groundwater test methods or basin scale testing may be employed. Since this will be a phased demonstration project, hydraulic conductivity may remain undetermined with operational characteristics to be instead assessed by varying wastewater application rates.

Vertical hydraulic conductivity (K_{sat_v}) of the soil materials above the hydraulically restrictive layers is expected to be in the range of 4"-20"/hr.² K_{sat_v} of layers considered restrictive are expected to be less than 0.2"/hr. Lateral hydraulic conductivity (K_{sat_h}) is often expected to be greater than K_{sat_v} , especially in soils containing lamellae or predominately horizontally bedded materials. Without soil replacement of the restrictive layers, lateral water movement from wetland cells will be important in avoiding excessive surface discharge.

SOIL NUTRIENT AND METAL TESTING

Six composite samples were submitted to Waypoint Analytical in Memphis TN (formerly A&L Labs) for nutrient and metal composition analyses. Composite 1A and 1B were taken from multiple points at 0-12" and 12-24" in the OxPA unit, respectively. Composite 2A and 2B were taken from multiple points at 0-12" and 12-24" in the LHB unit. Composite 3A and 3B were taken from multiple points at 0-12" and 12-24" in the LHA unit. Lab results in Appendix VII were annotated with the sample information above.

Based on lab results, accumulated metals tested for do not appear to be a concern. Phosphorus levels in the 0-12" samples are listed as very high ranging from 120-299 ppm MEH3 while those in the 12-24" samples are, as expected, approximately 41-77% of the Ap values. All are well over 50 MEH3. Differing past agricultural management practices (prior to purchase by Sussex County) may be a possible reason for the extreme range. Total Kjeldahl nitrogen and nitrates were relatively low. Lowest values were reported for the LHB map unit samples which were generally deepest to the restrictive feature and seasonal groundwater i.e. subject to high mineralization and leaching loss in the upper soil.

CONCLUSIONS

Recognizing that design and sizing of the wastewater soil application system is the prerogative of the design engineer working within the regulatory framework, ESSS has some suggestions due to the specific limitations of this site:

Based on these findings, all soils are capable of supporting wetland and exfiltration functions (albeit the majority of water movement will be lateral). Where the restrictive features are closest to the surface (OxPA unit), wetland functions may be emphasized with

² Based on testing by ESSS on other projects in similar materials ½ to ¾ miles from the study area and on-site infiltrometer testing by others.

little vertical or lateral (due to the thin permeable mantle) exfiltration. Nutrient removal and storage (nitrogen by plant uptake and denitrification/volatilization, phosphorus by plant uptake, sorption, or creation of precipitates) may be enhanced by the slow exfiltration and longer residence time in the gravel and manufactured soil medium.

Areas where the restrictive layers are deeper (LHA & LHB units) will support exfiltration and to a lesser degree, wetland services. The higher wastewater application rates in these units required to maintain mounding in the submerged gravel and soil medium may require high flows with correspondingly shortened residence time in the biologically active zone. Deeper installation depths in these soils which place the gravel medium closer to the restrictive layers can be used to enhance wetland services and reduce exfiltration.

To maximize infiltration and reduce surface discharges, if the bottom elevation of the restrictive feature allows, it may be feasible to excavate the restrictive materials and replace with medium to coarse sands. Sand material with as low a uniformity coefficient that is available is recommended to preclude migration of fines which could foul and seal the bottom of the backfilled area.

Ultimately, the desired proportion of wetland functions to infiltration will determine the design, pool elevation, and location of the wetland basins. It may be feasible to construct individual basin subunits with either nutrient attenuation or infiltration design goals. Achieving both may within the same structural component may be difficult. Sourcing calcareous or dolomitic aggregate/admixtures may enhance removal or storage of nitrogen and phosphorus compounds.

During the construction of the basin components, especially those designed to favor infiltration, the usual admonitions to avoid equipment overtravel and soil compaction are valid. Ongoing construction practices should be carefully monitored by the design engineer, a soil scientist, or both, to prevent soil compaction within the disposal areas or use of improper construction techniques. Past experience has shown that without oversight, contractor's construction schedules and deadlines often dictate when site work takes place rather than when conditions are favorable. To this end, it is recommended that excavation, soil, gravel, and growing medium placement be done, as much as possible, from outside the footprint of the basins with long reach equipment employing minimal bucket dump heights. In addition, destruction of the soil/substratum pore network will be minimized if the work is conducted outside of the normal wet season or suspended following heavy precipitation. Long term well data suggests construction during August, September, and October offers the highest probability of dry conditions and, assuming conscientious construction techniques, minimal reductions in soil porosity.

This SIR indicates that areas exist within this demonstration project area that are favorable for construction of a submerged gravel wetland. The final loading rate and site carrying capacity cannot be determined until completion of the HSR and possibly only under operating conditions. Statements as to “feasibility”, “limitations”, or “favorability” of soils for wastewater disposal in this report do not guarantee

accommodation of any target application rates or desired nutrient attenuation. For these reasons, an approval page will not be generated as a part of this report.

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: *Western & Eastern Sussex County Property Site Maintenance Contracts Contract Modifications to “year over year” with CPI adjustment*

DATE: August 10, 2021

In 2017 a maintenance contract was advertised for the six (6) County owned legacy landfills. It was awarded on March 7, 2017 to William F. Betts II, with an annual base amount of \$18,200.00 for the remainder of the five (5) year term expiring in 2021. In addition to the base amount, unit pricing was established for the provision of crusher run, topping stone and filter fabric, if necessary.

Site maintenance of County owned properties has been challenging. Up to 2017/2018, property maintenance services had been solicited multiple times per year for various County owned properties. Altogether, the total costs met the requirements for a nonprofessional service procurement, per Delaware code. Therefore, the Engineering Department advertised in 2018 the first request for proposals for a one (1) year site maintenance agreement, with the option to renew annually, at the discretion of the Department, for up to five (5) years. The solicitation was broken down in an Eastern Property Site Maintenance Bid for the Delaware Coastal Airport and Business Park and a Western Property Site Maintenance Bid for the Woodland Park Site, Woodland Dredge Site and the Consalo Site.

On August 29, 2017 Council awarded the Western Contract to William F. Betts II, with an amended annual amount of \$13,300.00, with a renewal option based on satisfactory performance, for up to five (5) years through 2021.

The Sussex County Engineering Department is now requesting to modify the Western Sussex Property Site Maintenance Contract and the Landfill Maintenance Contract to a performance-based, year over year, continual contract with consumer price index adjustments starting 2022.



The Eastern Contract proved to be more challenging. Two awards of the contract(s) had to be cancelled through Council action because the awarded contractors did not have the capacity to perform in accordance with the contract documents. After the Engineering Department updated the RFP to include minimum equipment requirements necessary to properly maintain properties of this magnitude Council successfully awarded on March 26, 2019 the Delaware Coastal Airport Site Maintenance to Jakor Enterprises, LLC with an annual amount of \$55,035.00, with a renewal option based on satisfactory performance, for up to five (5) years through 2023.

The Sussex County Engineering Department is requesting to increase the annual Eastern Site Property Maintenance Contract award to \$57,660.00 for the inclusion of the Downs Property maintenance and to modify it to a performance-based, year over year, continual contract with consumer price index adjustments starting 2022.

ENGINEERING DEPARTMENT

HANS M. MEDLARZ
COUNTY ENGINEER

(302) 855-7370 T
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hans.medlarz@sussexcountyde.gov



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

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. 10
B. General Construction, Project C19-11 Change Order No. 13

DATE: August 10, 2021

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

- a. Effluent Forcemain Relocation/Replacement; Completed in 2019.
- b. Influent Forcemain Consolidation; Completed in May of 2020.
- c. Drainage Network Rerouting;
The construction 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 awarded 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 surplus materials projects.

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. Since then 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. This is in addition to the concrete repairs which are being conducted per the awarded contingent unit price schedules.

The County initiated RFP-019 addressing modifications to the interior headworks piping the second one 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 must 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 influent pipes has a shut off valve. Under RFP-036 we requested another 20" valve in the second vertical influent pipe. Two of the existing headworks slide gates were compromised in need of replacement. RFP- 034 covers the replacement of the gates. 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 slide gates WG-530 and WG-539 to avoid 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. The headworks cross channel is lower, and the existing channels have steps incorporated, which differs from the as built information available. RFP-041 proposes to construct the Screen Channel No. 3 at the same elevation incorporating modifications to the proposed Screen SCN-103. On July 13, 2021, Council approved Change Order No. 12 to M.F. Ronca & Sons in the amount of \$14,700.07.

The contract as bid includes concrete repairs to the City's headworks and influent splitter box. With the structures in question now by-passed and accessible the full extent of the damage is evident requiring an Alternative approach to the proposed refurbishment as detailed in the attached RFP-037.

In summary, the newly revealed site conditions require the full demolition of the upper level of the headworks as well as the channel between it and the splitter box. This means all the associated gates and plating must be replaced in a massive effort. Michael F. Ronca & Sons, Inc. hereby proposes to perform the modifications for \$1,043,243.92.

GHD, the City Engineer and the County Engineer support the approach. This change order is within budget of the City's financing arrangements previously approved by the City and County elected officials as documented in the attached summary. Therefore, the Engineering Department recommends approval of Change Order No. 13 to M.F. Ronca & Sons in the amount of \$1,043,243.92.

- 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 accommodating a longer motor control center.

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 of Rehoboth'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.

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 coffering 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.

Under RFP- 035 the Environmental Services team waterproof convenience receptacles the return sludge building's pump room while under RPP-040 they requested additional site lighting in the area of the generator and blower buildings. BW Electric, Inc. proposed and the Engineering Department recommends to accept Change Order No. 10 in the aggregate amount of \$7,320.00.

- f. Mobile Belt Filter Press; awarded on January 7, 2020 Council to Kershner Environmental Technologies. The unit was deployed at the Inland Bays RWF reducing legacy lagoon solids accumulation.
- g. DP&L expenses; on February 4, 2020 Council approved the electric utility service relocation contract.
- h. The Rehoboth Beach WTP was built on a municipal landfill and the design anticipated removal, but the actual amount trash encountered exceeded expectations. Therefore, Council approved a stand-alone purchase order to Melvin L. Joseph Construction Company, Inc. for material hauling & screening on July 14, 2020. The work is complete, and the screening was effective reducing the cost by over 60%.

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. 10
4. Date Change Order Initiated - 8/5/21
5.
 - a. Original Contract Sum \$22,178,674.00
 - b. Net Change by Previous Change Orders (\$362,799.00)
 - c. Contract Sum Prior to Change Order \$21,815,875.00
 - d. Requested Change \$ 7,320.00
 - e. Net Change (No. of days) _____
 - f. New Contract Amount \$21,823,195.00
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

- 6. Factors Affecting Time of Completion
- 7. Other (explain below):

C. BRIEF DESCRIPTION OF CHANGE ORDER:

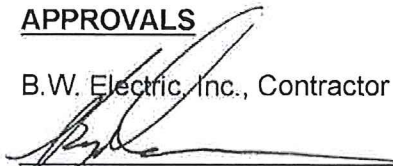
Additional site lighting in the area of the generator and blower buildings.

D. JUSTIFICATION FOR CHANGE ORDER INCLUDED?

Yes No

E. APPROVALS

1. B.W. Electric, Inc., Contractor


Signature 8/5/2021
Date

Bryon Warren
Representative's Name in Block Letters

2. Sussex County Engineer


Signature 8/5/21
Date

3. Sussex County Council President

Signature Date



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.	035 – Rev. 1		
RFP Subject	RSB2 Receptacles		
Issued By	D. Murray	Issue Date	May 17, 2021

Description of proposed changes:

Contractor is requested to submit a proposal for providing three 20A convenience receptacles with waterproof-while-in-use covers in the Return Sludge Building No. 2 Pump Room. Locate the receptacles approximately at the mid-point of the north, east, and south walls. Provide a 20A GFCI receptacle in panelboard GPRSB2 to connect the receptacles.

Contractor is also requested to provide the associated conduit and wiring, with measurement and payment to be in accordance with the relevant contingent unit price bid items.

Amendment:

Surge protective devices (SPD) shall not be required in 208VAC or 240VAC panelboards. Provide a credit for SPDs shown on panelboard schedules. Revise submittal 16470-01 accordingly.



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 22, 2021

Subject: SCRWF Upgrade No. 3 & RBWWTP CIP Upgrade Phase 2 RFP No. 35 Rev. 1

Dear Mr. Medlarz,

Our price to perform the electrical work associated with the above project is based on RFP No. 35 Rev 1. Our price does not include the use of Prevailing Wages. Our price is **\$2,360.00** and includes the following:

Description of proposed changes:

Contractor is requested to submit a proposal for providing three 20A convenience receptacles with waterproof-while-in-use covers in the Return Sludge Building No. 2 Pump Room. Locate the receptacles approximately at the mid-point of the north, east, and south walls. Provide a 20A GFCI receptacle in panelboard GPRSB2 to connect the receptacles.

Contractor is also requested to provide the associated conduit and wiring, with measurement and payment to be in accordance with the relevant contingent unit price bid items.

Amendment:

Surge protective devices (SPD) shall not be required in 208VAC or 240VAC panelboards. Provide a credit for SPDs shown on panelboard schedules. Revise submittal 16470-01 accordingly.

If this RFP is accepted, we are requesting 5 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/



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.	040		
RFP Subject	SCRWF Site Lighting		
Issued By	D. Murray	Issue Date	July 7, 2021

Description of proposed changes:

Contractor is requested to submit a proposal to provide a 1" conduit between approximate location of relocated site lighting pole near location of GEN-BB2 and MH-49. Add a 1" conduit in duct bank DB-TIE from MH-49 to where existing site lighting circuit conduit is capped near LA-BB2. Extend conductors from existing hand hole northeast of Blower Building No.1 to relocated site lighting fixture near GEN-BB2. Provide conductors with same size and insulation as existing.



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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 22, 2021

Subject: SCRWF Upgrade No. 3 & RBWWTP CIP Upgrade Phase 2 RFP No. 40

Dear Mr. Medlarz,

Our price to perform the electrical work associated with the above project is based on RFP No. 40. Our price does not include the use of Prevailing Wages. Our price is **\$4,960.00** and includes the following:

Description of proposed changes:

Contractor is requested to submit a proposal to provide a 1" conduit between approximate location of relocated site lighting pole near location of GEN-BB2 and MH-49. Add a 1" conduit in duct bank DB-TIE from MH-49 to where existing site lighting circuit conduit is capped near LA-BB2. Extend conductors from existing hand hole northeast of Blower Building No.1 to relocated site lighting fixture near GEN-BB2. Provide conductors with same size and insulation as existing.

If this RFP is accepted, we are requesting 5 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/



**SUSSEX COUNTY
CHANGE ORDER REQUEST**

A. ADMINISTRATIVE:

1. Project Name: **SCRWF Treatment Process Upgrade No. 3 & RBWTP Capital Improvement Program, Phase 2 – General Construction**
2. Sussex County Project No. C19-11
3. Change Order No. 13
4. Date Change Order Initiated - 8/5/21
5.
 - a. Original Contract Sum \$39,526,400.00
 - b. Net Change by Previous Change Orders \$1,309,417.51
 - c. Contract Sum Prior to Change Order \$40,835,817.51
 - d. Requested Change \$1,043,243.92
 - e. Net Change (No. of days) 0
 - f. New Contract Amount \$41,879,061.43
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

6. Factors Affecting Time of Completion

 7. Other (explain below):

C. BRIEF DESCRIPTION OF CHANGE ORDER:

Site conditions require the full demolition of the upper level of the headworks as well as the channel between it and the splitter box. All associated gates and plating must be replaced.

D. JUSTIFICATION FOR CHANGE ORDER INCLUDED?

Yes X No

E. APPROVALS

1. M.F. Ronca & Sons, Inc., Contractor



Signature 8/5/2021
Date

David A. Ronca, Secretary

Representative's Name in Block Letters

2. Sussex County Engineer



Signature 8/5/21
Date

3. Sussex County Council President

Signature Date



July 28, 2021

Mr. Steven Clark, P.E.
GHD
16701 Melford Boulevard, Suite 330
Bowie, MD 20715

Re: Sussex County
SCRWF-RBWWTP CIP Phase 2 Upgrades
Proposed Change Order Request No. 554-019
RBWWTP T-1 & SB-1 Scope Modifications

Dear Mr. Clark:

Pursuant to GHD Issued Draft RFP-037 and subsequent correspondence, Michael F. Ronca & Sons, Inc. hereby proposes to furnish all labor and equipment required to perform the Modifications to RBWWTP T-1 Headworks Facility and SB-1 Splitter Box, for the Lump Sum Price of One Million Forty-Three Thousand Two Hundred Forty-Three Dollars and 92 Cents.....\$1,043,243.92.

Please note, this proposal is based on the following "Scope of Work" and "Listing of Qualifications/Exclusions". Enclosed for your review is a corresponding breakdown of costs.

Scope of Work:

- Credit for deletion of temporary piping and temporary bulk head added in Change Order 001 (Ronca PCOR 554-003) associated with RFP-006.
- Credit for deletion of the temporary bar rack shown in RB-M9103.
- Set up/dismantle of temporary 16"/10" HDPE bypass piping from existing T-1 Influent pipes to Ox. Ditches T-2A and T-2B to Include:
 - DR17 HDPE pipe, fittings, supports and accessories
 - 3 EA 16" FLG Plug Valves and 1 EA 10" FLG Plug Valve.
- Saw Cutting, demolition and lawful offsite disposal of concrete/mechanical equipment at Splitter Box SB-1 and section of channel between T-1 and SB-1 as depicted in RFP Including temporary support of section of channel and stairs to remain.
- Saw Cutting, demolition and lawful offsite disposal of concrete/mechanical equipment of upper-level T-1 channels walls as depicted in RFP-037.
- Form, place, strip and finish new SB-1 influent channel and splitter box concrete as depicted in RFP-037.
- Form, place, strip and finish new upper-level T-1 channel wall concrete as depicted in RFP-037.

- Furnish and Installation of 12 EA new stainless steel slide gates in accordance with schedule provided in RFP-037 to Include:
 - Slide gates shall be in accordance with Section 11291.
 - Gates with Type A mounting to be installed on top of the channel floor, in grout.
 - Slide gate RB-WG-08 shall be provided with one embedded side frame (new wall) and one surface mounted side frame (existing wall).
- Furnish and installation of 4 EA new removable stainless steel stop plates in accordance with schedule provided in RFP-037.
- Furnish and installation of new bar rack and rake to replace the existing bar rack and rake in kind
 - Dimensions and layout shall be as shown on RBWWTP Drawing No. 241 (Dated May 1984).
 - Channel floor: 30.0 EL
 - Channel width: 3'-0"
 - Top of inclined bars: 35.0 EL
 - Bar rack to be fabricated of 6061-T6 Aluminum with welded construction.
 - Bar rack to be removable from the channel
- Install new Sleeve in Masonry Wall for Press Discharge Chute.
- Revise layout for the vent pipe located above the grit concentrator as follows:
 - Delete the piping shown on Drawing RB-M9102 that runs from the concentrator to the upper level inverted-U arrangement
 - Provide a vent that is aligned above the grit classifier, through a new core drill penetration in the lower-level wall (Detail 4, Drawing SC-M6004) that terminates with a bend and vent cap immediately outside the building. The vent shall be provided with a slope back to the grit classifier.
 - Provide four new 16" wall pipes at SB-1, one for each of the T-2A/B influent pipes. Coordinate wall pipes to suit slide gates and existing piping.
 - Includes removal and reinstallation of existing piping and any piping modifications required for reinstallation of ex. piping.
 - Includes necessary modifications to ensure adequate insulation to piping.
 - Furnish and installation of new link seals at the north wall of T-2A/B for each of the four 16" DIP influent pipes from SB-1 (two penetrations each for T-2A and T-2B).
- Furnish and Installation of new handrail and grating at SB-1 and Channel.

Listing of Qualifications/Exclusions:

- Proposal assumes bypassing of T-1 facility to be complete utilizing temp piping and valves only. Temp pumps for any bypassing of flows are specifically excluded.
- Draft RFP 037 did not include any details or location for Baffle at SB-1 (Ref. Item 11 of RFP) and therefore Baffle is specifically excluded.
- Per GHD, Owner to provide means for grit/rag removal downstream of Ox. Ditches. Temp screening provisions and Muffin Monster Grinder (Ref. RFP Item 3.a) are specifically excluded.
- Protective Coating of new concrete at Splitter Box and Influent Channel is Included. Type 1, 2, & 3 Concrete Repairs (Ref. RFP Other Notes 1) to be performed at unit cost rates and are not included in the proposal.
- Proposal Includes 2 Days of labor to assist plant personnel with cleaning of tanks and channels. Rehoboth responsible for furnishing vac truck and disposal of materials.
- Proposal assumes re-using existing SB-1 Effluent Piping.

July 29, 2021
Mr. Steven Clark, P.E.
Page 3

Thank you for the opportunity to provide this proposal, and should you have any questions concerning the same, or require additional information, please do not hesitate to contact me.

Regards,

Scott Wachinski

Project Manager

cc: HO file 554
Hans M. Medlarz, P.E. – Sussex Co.
D. Ronca, Gen. Mngr.

Sussex County - SCRWF-RBWWTP CIP Phase 2 Upgrades

PCOR 554-019 RBWWTP T-1 & SB-1 Scope Modifications

7/29/2021

CHANGE ORDER SUMMARY

Item 1 Delete Temp Piping/Concr. Bulkhead Added in Ronca PCOR 554-003 & Temp Bar Rack per GHD Draft RFP-037.

Labor	(\$11,670.08)
Materials	(\$12,576.00)
Equipment	(\$2,921.28)
Subcontract	\$0.00
Subtotal	(\$27,167.36)
Contractor Overhead & Profit @ 15%	(\$4,075.10)
Contr. Overhead & Profit on Subcontr. @ 5%	\$0.00
Item Total	(\$31,242.46)

Item 2 Setup/Tear Down of Temporary Piping for Bypass of RBWWTP T-1 Facility & Splitter Box from 16"/10" Influent Pipes to Ox. Ditches T-2A & T-2B per GHD Draft RFP-037 Including Labor to Assist City with Cleaning of Tanks and Channels.

Labor	\$35,941.44
Materials	\$48,799.40
Equipment	\$9,737.60
Subcontract	\$0.00
Subtotal	\$94,478.44
Contractor Overhead & Profit @ 15%	\$14,171.77
Contr. Overhead & Profit on Subcontr. @ 5%	\$0.00
Item Total	\$108,650.21

Item 3 Saw Cutting, Demolition and Disposal of RBWWTP Ex. T-1 Facility/Splitter Box Concrete & Mechanical Equipment per GHD Draft RFP-037 Including Lawful Disposal of Materials, Temp Support of Ex. Concr. Stairs, Bracing of T-1 Interior Precast Column, Temp Capping/Support of Ex. Ox. Ditch Influent Piping, Etc.

Labor	\$44,385.60
Materials	\$8,100.00
Equipment	\$46,200.00
Subcontract	\$155,500.00
Subtotal	\$254,185.60
Contractor Overhead & Profit @ 15%	\$14,802.84
Contr. Overhead & Profit on Subcontr. @ 5%	\$7,775.00
Item Total	\$276,763.44

Item 4 Form, Place, Strip & Finish Approx. 30 CY Splitter Box 1 Wall, Supported Slab and Misc. Fill Concrete per GHD Draft RFP-037 to Include Reinf. Stl., Dowels, Access., Wall Pipes, Etc.

Labor	\$51,244.80
Materials	\$18,093.00
Equipment	\$30,616.04
Subcontract	\$0.00
Subtotal	\$99,953.84
Contractor Overhead & Profit @ 15%	\$14,993.08
Contr. Overhead & Profit on Subcontr. @ 5%	\$0.00
Item Total	\$114,946.92

Item 5 Form, Place, Strip & Finish Approx. 50 CY T-1 Interior Wall, Supported Slab and Misc. Fill Concrete per GHD Draft RFP-037 to Include Reinf. Stl., Dowels, Access., Etc.

Labor	\$70,146.22
Materials	\$17,965.00
Equipment	\$39,467.58
Subcontract	\$0.00
Subtotal	\$127,578.80
Contractor Overhead & Profit @ 15%	\$19,136.82
Contr. Overhead & Profit on Subcontr. @ 5%	\$0.00
Item Total	\$146,715.62

Item 6 Concrete Prep/Coating of New Splitter Box 1 Concrete per GHD Draft RFP-037.

Labor	\$0.00
Materials	\$0.00
Equipment	\$0.00
Subcontract	\$44,671.00
Subtotal	\$44,671.00
Contractor Overhead & Profit @ 15%	\$0.00
Contr. Overhead & Profit on Subcontr. @ 5%	\$2,233.55
Item Total	\$46,904.55

Item 7 Furnish and Installation of 12 EA New SS Slide Gates & 4 EA New SS Stop Plates per GHD Draft RFP-037.

Labor	\$86,867.20
Materials	\$103,200.00
Equipment	\$45,086.40
Subcontract	\$0.00
Subtotal	\$235,153.60
Contractor Overhead & Profit @ 15%	\$35,273.04
Contr. Overhead & Profit on Subcontr. @ 5%	\$0.00
Item Total	\$270,426.64

Item 8 Furnish and Installation of Addl. Handrail, Grating, Grating Supports, Replacement Bar Screen w/Rake, Etc. per GHD Draft RFP-037 Including Credit for Original Temp Bar Screen.

Labor	\$21,716.80
Materials	\$27,645.00
Equipment	\$11,271.60
Subcontract	\$0.00
Subtotal	\$60,633.40
Contractor Overhead & Profit @ 15%	\$9,095.01
Contr. Overhead & Profit on Subcontr. @ 5%	\$0.00
Item Total	\$69,728.41

Item 9 Reinstallation of Splitter Box Effluent DIP Piping Including New Insulation.

Labor	\$13,463.68
Materials	\$3,750.00
Equipment	\$9,017.28
Subcontract	\$9,700.00
Subtotal	\$35,930.96
Contractor Overhead & Profit @ 15%	\$3,934.64
Contr. Overhead & Profit on Subcontr. @ 5%	\$485.00
Item Total	\$40,350.60

Change Order Total **\$1,043,243.92**

Sussex County - SCRWF-RBWWTP CIP Phase 2 Upgrades

PCOR 554-019 RBWWTP T-1 & SB-1 Scope Modifications

7/29/2021

<u>Item</u>	<u>Description</u>					
Item 1	Delete Temp Piping/Concr. Bulkhead Added in Ronca PCOR 554-003 & Temp Bar Rack per GHD Draft RFP-037.					
	Labor:	<u>Qty</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Total</u>	
	Foreman	-24.00	MH	\$120.65	(\$2,895.60)	
	Mechanic/Fitter	-48.00	MH	\$122.18	(\$5,864.64)	
	Carpenter	-8.00	MH	\$78.45	(\$627.60)	
	Laborer	-32.00	MH	\$71.32	(\$2,282.24)	
						Labor Total: (\$11,670.08)
	Materials:	<u>Qty</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Total</u>	
	16" DI Pipe, Fittings & Accessories	-1.00	LS	\$9,936.00	(\$9,936.00)	
	4000 PSI Concrete S/L	-1.00	LS	\$350.00	(\$350.00)	
	Misc. Supports/Form Lumber	-1.00	LS	\$565.00	(\$565.00)	
	Temp Bar Screen	-1.00	LS	\$1,725.00	(\$1,725.00)	
						Material Total: (\$12,576.00)
	Equipment:	<u>Qty</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Total</u>	
	Lull Mtrl. Hndlr.	-24.00	HR	\$90.42	(\$2,170.08)	
	STS	-24.00	HR	\$31.30	(\$751.20)	
						Equipment Total: (\$2,921.28)
	Subcontract:	<u>Qty</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Total</u>	
					\$0.00	Subcontract Total: \$0.00
						Item Total: (\$27,167.36)

Item 2	Setup/Tear Down of Temporary Piping for Bypass of RBWWTP T-1 Facility & Splitter Box from 16"/10" Influent Pipes to Ox. Ditches T-2A & T-2B per GHD Draft RFP-037 Including Labor to Assist City with Cleaning of Tanks and Channels.					
	Labor:	<u>Qty</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Total</u>	
	Foreman	80.00	MH	\$120.65	\$9,652.00	
	Mechanic Fitter	80.00	MH	\$122.18	\$9,774.40	
	Operating Engineer	80.00	MH	\$106.59	\$8,527.20	
	Laborer	112.00	MH	\$71.32	\$7,987.84	
						Labor Total: \$35,941.44
	Materials:	<u>Qty</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Total</u>	
	Temp. Pipe Material	1.00	LS	\$12,799.00	\$12,799.00	
	Valves (3 EA 16" 1 EA 10")	1.00	LS	\$19,460.40	\$19,460.40	
	Fusion Machine/Tech, Incl. Mileage/Per Diem, Etc.	8.00	DY	\$1,830.00	\$14,640.00	
	Misc. Temp Supports, Hardware, Dunnage, Etc.	1.00	LS	\$1,900.00	\$1,900.00	
						Material Total: \$48,799.40
	Equipment:	<u>Qty</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Total</u>	
	Lull Mtrl Hndlr.	80.00	HR	\$90.42	\$7,233.60	
	STS	80.00	HR	\$31.30	\$2,504.00	
						Equipment Total: \$9,737.60
	Subcontract:	<u>Qty</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Total</u>	
				\$0.00	\$0.00	Subcontract Total: \$0.00
						Item Total: \$94,478.44

Item 3 Saw Cutting, Demolition and Disposal of RBWWTP Ex. T-1 Facility/ Splitter Box Concrete & Mechanical Equipment per GHD Draft RFP-037 Including Lawful Disposal of Materials, Temp Support of Ex. Concr. Stairs, Bracing of T-1 Interior Precast Column, Temp Capping/Support of Ex. Ox. Ditch Influent Piping, Etc.

Labor:	<u>Qty</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Total</u>	
Foreman	120.00	MH	\$120.65	\$14,478.00	
Operating Engineer	120.00	MH	\$106.59	\$12,790.80	
Laborer	240.00	MH	\$71.32	\$17,116.80	
					Labor Total: \$44,385.60
Materials:	<u>Qty</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Total</u>	
Disposal Fees	1.00	LS	\$5,000.00	\$5,000.00	
Misc. Blind Flanges, Hardware, Etc.	1.00	LS	\$3,100.00	\$3,100.00	
					Material Total: \$8,100.00
Equipment:	<u>Qty</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Total</u>	
75 T RT Crane	120.00	HR	\$160.07	\$19,208.40	
Lull Mtrl Hndlr.	120.00	HR	\$90.42	\$10,850.40	
Support Scaffolding	1.00	LS	\$9,000.00	\$9,000.00	
185 Compressor w/ J. Hammer & Acc.	120.00	HR	\$28.21	\$3,385.20	
STS	120.00	HR	\$31.30	\$3,756.00	
					Equipment Total: \$46,200.00
Subcontract:	<u>Qty</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Total</u>	
Sawcut Subcontractor	1.00	LS	\$155,500.00	\$155,500.00	
					Subcontract Total: \$155,500.00
					Item Total: \$254,185.60

Item 4 Form, Place, Strip & Finish Approx. 30 CY Splitter Box 1 Wall, Supported Slab and Misc. Fill Concrete per GHD Draft RFP-037 to Include Reinf. Stl., Dowels, Access., Wall Pipes, Etc.

Labor:	<u>Qty</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Total</u>	
Foreman	76.00	MH	\$120.65	\$9,169.40	
Operating Engineer	76.00	MH	\$106.59	\$8,100.84	
Carpenter	304.00	MH	\$78.45	\$23,848.80	
Iron Worker	48.00	MH	\$98.03	\$4,705.44	
Laborer	76.00	MH	\$71.32	\$5,420.32	
					Labor Total: \$51,244.80
Materials:	<u>Qty</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Total</u>	
4500 PSI Concr. w/Xypex	30.00	CY	\$155.70	\$4,671.00	
Reinf. Stl.	2.00	TN	\$1,960.00	\$3,920.00	
Dowels, Epoxy, Cure, Finish, Access., Etc.	1.00	LS	\$2,052.00	\$2,052.00	
Wall Pipes	4.00	EA	\$1,800.00	\$7,200.00	
Misc.	1.00	LS	\$250.00	\$250.00	
					Material Total: \$18,093.00
Equipment:	<u>Qty</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Total</u>	
75 T RT Crane	76.00	HR	\$160.07	\$12,165.32	
Lull Mtrl Hndlr.	76.00	HR	\$90.42	\$6,871.92	
Form Rental	1.00	LS	\$5,600.00	\$5,600.00	
Concrete Pump	16.00	HR	\$225.00	\$3,600.00	
STS	76.00	HR	\$31.30	\$2,378.80	
					Equipment Total: \$30,616.04
Subcontract:	<u>Qty</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Total</u>	
			\$0.00	\$0.00	
					Subcontract Total: \$0.00
					Item Total: \$99,953.84

Item 5 Form, Place, Strip & Finish Approx. 50 CY T-1 Interior Wall, Supported Slab and Misc. Fill Concrete per GHD Draft RFP-037 to Include Reinf. Stl., Dowels, Access., Etc.

Labor:	Qty	Unit	Unit Cost	Total	
Foreman	102.00	MH	\$120.65	\$12,306.30	
Operating Engineer	102.00	MH	\$106.59	\$10,872.18	
Carpenter	406.00	MH	\$78.45	\$31,850.70	
Iron Worker	80.00	MH	\$98.03	\$7,842.40	
Laborer	102.00	MH	\$71.32	\$7,274.64	
					Labor Total: \$70,146.22
Materials:	Qty	Unit	Unit Cost	Total	
4500 PSI Concr. w/Xypex	50.00	CY	\$155.70	\$7,785.00	
Reinf. Stl.	3.00	TN	\$1,960.00	\$5,880.00	
Dowels, Epoxy, Cure, Finish, Access., Etc.	1.00	LS	\$1,900.00	\$1,900.00	
GeoFoam	1.00	LS	\$2,150.00	\$2,150.00	
Misc.	1.00	LS	\$250.00	\$250.00	
					Material Total: \$17,965.00
Equipment:	Qty	Unit	Unit Cost	Total	
75 T RT Crane	102.00	HR	\$160.07	\$16,327.14	
Lull Mtrl Hndlr.	102.00	HR	\$90.42	\$9,222.84	
Form Rental	1.00	LS	\$5,325.00	\$5,325.00	
Concrete Pump	24.00	HR	\$225.00	\$5,400.00	
STS	102.00	HR	\$31.30	\$3,192.60	
					Equipment Total: \$39,467.58
Subcontract:	Qty	Unit	Unit Cost	Total	
			\$0.00	\$0.00	
					Subcontract Total: \$0.00
					Item Total: \$127,578.80

Item 6 Concrete Prep/Coating of New Splitter Box 1 Concrete per GHD Draft RFP-037.

Labor:	Qty	Unit	Unit Cost	Total	
			\$0.00	\$0.00	
					Labor Total: \$0.00
Materials:	Qty	Unit	Unit Cost	Total	
			\$0.00	\$0.00	
					Material Total: \$0.00
Equipment:	Qty	Unit	Unit Cost	Total	
			\$0.00	\$0.00	
					Equipment Total: \$0.00
Subcontract:	Qty	Unit	Unit Cost	Total	
Coatings Subcontractor	1.00	LS	\$44,671.00	\$44,671.00	
					Subcontract Total: \$44,671.00
					Item Total: \$44,671.00

Item 7 Furnish and Installation of 12 EA New SS Slide Gates & 4 EA New SS Stop Plates per GHD Draft RFP-037.

Labor:	Qty	Unit	Unit Cost	Total	
Foreman	160.00	MH	\$120.65	\$19,304.00	
Operating Engineer	160.00	MH	\$106.59	\$17,054.40	
Mechanic/Fitter	320.00	MH	\$122.18	\$39,097.60	
Laborer	160.00	MH	\$71.32	\$11,411.20	
					Labor Total: \$86,867.20
Materials:	Qty	Unit	Unit Cost	Total	
SS Slide Gates & Stop Plates	1.00	LS	\$100,700.00	\$100,700.00	
Misc. Grout, Epoxy Kits, Etc.	1.00	LS	\$2,500.00	\$2,500.00	
					Material Total: \$103,200.00
Equipment:	Qty	Unit	Unit Cost	Total	
75 T RT Crane	160.00	HR	\$160.07	\$25,611.20	
Lull Mtrl Hndlr.	160.00	HR	\$90.42	\$14,467.20	
STS	160.00	HR	\$31.30	\$5,008.00	
					Equipment Total: \$45,086.40
Subcontract:	Qty	Unit	Unit Cost	Total	
			\$0.00	\$0.00	
					Subcontract Total: \$0.00
					Item Total: \$235,153.60

Item 8 Furnish and Installation of Addl. Handrail, Grating, Grating Supports, Replacement Bar Screen w/Rake, Etc. per GHD Draft RFP-037 Including Credit for Original Temp Bar Screen.

Labor:	Qty	Unit	Unit Cost	Total	
Foreman	40.00	MH	\$120.65	\$4,826.00	
Operating Engineer	40.00	MH	\$106.59	\$4,263.60	
Mechanic/Fitter	80.00	MH	\$122.18	\$9,774.40	
Laborer	40.00	MH	\$71.32	\$2,852.80	
					Labor Total: \$21,716.80
Materials:	Qty	Unit	Unit Cost	Total	
Addl. Handrail, Grating, Grating Supports, Etc.	1.00	LS	\$24,000.00	\$24,000.00	
Credit - Delete Temp Bar Screen	-1.00	LS	\$2,255.00	(\$2,255.00)	
New Bar Screen w/Rake	1.00	LS	\$3,400.00	\$3,400.00	
Misc. Epoxy Kits, Etc.	1.00	LS	\$2,500.00	\$2,500.00	
					Material Total: \$27,645.00
Equipment:	Qty	Unit	Unit Cost	Total	
75 T RT Crane	40.00	HR	\$160.07	\$6,402.80	
Lull Mtrl Hndlr.	40.00	HR	\$90.42	\$3,616.80	
STS	40.00	HR	\$31.30	\$1,252.00	
					Equipment Total: \$11,271.60
Subcontract:	Qty	Unit	Unit Cost	Total	
			\$0.00	\$0.00	
					Subcontract Total: \$0.00
					Item Total: \$60,633.40

Item 9 Reinstallation of Splitter Box Effluent DIP Piping Including New Insulation.

Labor:	Qty	Unit	Unit Cost	Total	
Foreman	32.00	MH	\$120.65	\$3,860.80	
Operating Engineer	32.00	MH	\$106.59	\$3,410.88	
Mechanic/Fitter	32.00	MH	\$122.18	\$3,909.76	
Laborer	32.00	MH	\$71.32	\$2,282.24	
					Labor Total: \$13,463.68
Materials:	Qty	Unit	Unit Cost	Total	
DIP and Accessories	1.00	LS	\$3,500.00	\$3,500.00	
Misc.	1.00	LS	\$250.00	\$250.00	
					Material Total: \$3,750.00
Equipment:	Qty	Unit	Unit Cost	Total	
75 T RT Crane	32.00	HR	\$160.07	\$5,122.24	
Lull Mtrl Hndlr.	32.00	HR	\$90.42	\$2,893.44	
STS	32.00	HR	\$31.30	\$1,001.60	
					Equipment Total: \$9,017.28
Subcontract:	Qty	Unit	Unit Cost	Total	
Pipe Insulation Subcontractor	1.00	LS	\$9,700.00	\$9,700.00	
					Subcontract Total: \$9,700.00
					Item Total: \$35,930.96

Notes:

- N1 Draft RFP 037 did not include any details or location for Baffle at SB-1 (Ref. Item 11 of RFP) and therefore Baffle is specifically excluded from this PCOR.
- N2 Per GHD, Owner to provide means for grit/rag removal downstream of Ox. Ditches. Temp Screening Provisions and Muffin Monster Grinder (Ref. RFP Item 3.a) are Specifically Excluded from this PCOR.
- N3 Coating of Additional Concrete at Splitter Box and Influent Channel is Included. Type 1, 2, & 3 Concrete Repairs (Ref. RFP Other Notes 1) to be performed at unit cost rates and are not accounted for in this PCOR.
- N4 Proposal Includes 2 Days of labor for 2 Men to assist plant personnel with cleaning of tanks and channels. Rehoboth responsible for furnishing vac truck and disposal of materials.
- N5 Proposal assumes re-using existing SB-1 Effluent Piping.



CHESCO Coring & Cutting, Inc.

2047 Charlestown Road
Malvern, Pennsylvania 19355
Office 1-866-CHESCO-1
Fax (610) 889-3996
Email ajm1215@aol.com
www.chescocoringandcutting.com

Date:	729-21
Proposal Submitted To:	Michael F. Ronca & Sons, Inc.
Address:	179 Mikron Rd. Bethlehem, PA
Job Name:	SCRWF No. 3 and RBWWTP CIP Phase 2 Upgrades
Office:	610-759-5100
Fax:	610-746-0974
Project Estimator:	Scott Wachinski
E-Mail:	swachinski@mfronca.com

We hereby submit specifications and estimates to:

Diamond Sawcut the following **with No Overcut** for removal and disposal by others:

Splitter Box

- Various sections of 10" to 16" thick concrete walls cut into approximate 5,000 lb. pieces for removal by M.F. Ronca via crane. CHESCO will Diamond Coredrill 6" diameter pick holes in all pieces to be picked.

Headworks Building

- Various sections of 12" to 18" thick concrete walls and slabs as well as bulk sections of concrete cut into approximate 5,000 lb. pieces for removal by M.F. Ronca via crane. CHESCO will Diamond Coredrill 6" diameter pick holes in all pieces to be picked.

CHESCO will provide water control as required if required.

Requirements:

1. Layout by others.
2. Water and electric supply (110v 15amp) within 100' of the work area.
3. Removal of any obstructions/debris within the cut area by others prior to mobilization.
4. Removal and disposal of concrete by others.
5. Scanning of floor slabs if required.
6. Lift/Scaffold for CHESCO use provided by others.

THANK YOU!

Andrew J. Montagna

Michael F. Ronca & Sons, Inc.
7-29-21

We hereby propose to furnish material and labor, complete in accordance with above specifications, for the sum of:

TOTAL PRICE
\$155,500.00

Price does not include acceleration or overtime and is based on CHESCO working in a continuous manner (7:00am – 3:30pm Monday through Friday).

CHESCO will charge \$175.00 /hour/man for downtime occurring at no fault of CHESCO'S

All material is guaranteed to be specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimated price. All agreements are contingent upon strikes, accidents or other delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Chesco Coring and Cutting employees are covered under workman's compensation.

We do not assume responsibility for damage caused by cutting buried pipe, conduit, voids, wood, and steel beams.

Terms: 30 days net. A finance charge of 1.5% per month (annual percentage rate 18%) will be charged on invoices unpaid 30 days from billing date. In the event any legal action is necessary to enforce this agreement, the buyer will pay reasonable attorney's fees and costs as determined by the court.

Authorized Signature: _____ Date: 7-29-21
Andrew J. Montagna

Note: we may withdraw this proposal if not accepted within 90 days.

Acceptance of Proposal: The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Purchase Order #: _____

Signature: _____ Date: _____

Signature: _____ Date: _____

EQUAL OPPORTUNITY EMPLOYER

Letter of Transmittal

To: Ronca - Scott Wachinski

Transmittal #: 041

Date: 7-26-21

Job: South Coastal Regional Wastewater Facilities
Rehoboth Beach WWTP

Subject:

WE ARE SENDING YOU

- Attached Under separate cover via the following items:
 Shop drawings Prints Plans Samples
 Copy of letter Change order Specifications Change Request

Document Type	Copies	Date	No.	Description
Proposed Change Order		7-26-21	PCO 18	Rehoboth Headworks Effluent Channel & Splitter Box

THESE ARE TRANSMITTED as checked below:

- For approval Approved as submitted Resubmit ___ copies for approval
 For your use Approved as noted Submit ___ copies for distribution
 As requested Returned for corrections Return ___ corrected prints
 For review and comment Other
 FOR BIDS DUE PRINTS RETURNED AFTER LOAN TO US

Remarks:

Copy To:

From: George Conners
Phone: 610-844-8531
E-mail: gcc@uipcl.com

Signature: _____

From: [Scott Wachinski](#)
To: gcc@uipcl.com
Cc: [Jim Bergeman](#)
Subject: FW: RB T-1 Structural
Date: Monday, July 12, 2021 2:02:44 PM
Attachments: [image001.png](#)
[image002.png](#)
[image003.png](#)
[image004.png](#)
[image005.png](#)
[image006.png](#)
[RB HW STRUC.pdf](#)

George,

See attached, as you will note they are electing to replace the majority of the concrete in the RBWWTP T-1 Building in lieu of repairing. There is still a requirement for protective coatings (Ref. Note 6 on Drawing RB-S9101A and Note 1 on Drawing RB-S9101C). Your base contract included the coating of the interior of the T-1 structure but would not have included any coating of the effluent channel and splitter box concrete. Can you please provide change order pricing for coating that new concrete?

Reach me with any questions.

Thanks,

Scott Wachinski
Project Manager-



179 Mikron Road
Bethlehem, PA 18020
Phone: 610-759-5100
Fax: 610-746-0974
Mobile: 610-972-1355

From: Steven Clark <Steven.Clark@ghd.com>
Sent: Monday, July 12, 2021 8:40 AM
To: Scott Wachinski <SWachinski@mfronca.com>
Subject: RB T-1 Structural

Scott,

Here are the structural drawings for T-1. I'll need a little time to integrate with the mechanical work, but could you please start your review so we can discuss any questions or concerns at your earliest convenience?

Regards,

Steven Clark | A GHD Associate
Project Manager

GHD

Proudly employee-owned | ghd.com

16701 Melford Boulevard Suite 330 Bowie MD 20715 USA

D +1 240 206 6865 **M** +1 443 875 5061 **E** steven.clark@ghd.com

The Power of Commitment

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To: Scott Wachinski

Company: MF Ronca & Sons

Fax #: 610-746-0974 Phone #: 610-759-5100

From: George Conners Direct Phone: (610) 844-8531 Email: gcc@uipcl.com

Bid Date 26-Jul-21 3:00 PM Submitted Date 26-Jul-21

Project: South Coastal & Rehoboth Beach STP Upgrade - PCO # 18

Addenda Received:

Our Proposal includes the following:
Per Plans and Specification as shown for the Divisions listed below,

Base Bid by Specification Section:

<u>Division</u>	<u>Description of Work (Listed by Area)</u>	<u>Amount</u>
9852 - PC for H2S Exposure,	RB HW Effluent Channel & Splitter Box	
General Conditions, Submittals, Contingency and Punch Out		
Bond Cost (If Needed)		
TOTAL PROPOSED AMOUNT		\$ 44,671

Alternates:

<u>Number</u>	<u>Description of Work</u>	<u>Add</u>	<u>Deduct</u>

Exclusions/Notes:

Proposal is based on a 40-hour workweek, Electricity and water shall be supplied by others, Blast Media shall remain on ground, All metals are to prepared and shop primed by others, Exclude Aluminum in contact with concrete, Exclude all manholes unless stated above, Exclude all labels other than stencils and color coding, Exclude all pipe interiors, Exclude all tank floors/bottom unless otherwise stated, All water retaining structures shall be clean and maintained dry by others, All crane lifts and assistance with unloading materials and equipment shall be provide by others, Exclude FRP ducts, piping & scrubbers, Payments beyond 45 days is subject to a 1.5% Fee, This proposal and work scope shall become part of the contract and any unlisted work shall be done on a change order, Guarantee shall be 1 year from date of acceptance not to exceed 18 months from date of installation, Bid price based on UPC standard wages. If Davis Bacon required, please contact us prior to bid date, Exclude all below grade pipe, Heat and containment for working in inclement weather has not been included. ambient and substrate temperature must be within the product manufacturers recommendations, Exclude all lead and asbestos abatement, Includes standard provisions for General Liability and Workers Comp. If additional endorsements are required, additional cost will apply, All damaged, field welded, and beyond maximum re-coat window items that were shop/factory primed or pre-finished will be repaired on a T&M basis outside of this scope, If factory/shop primed items are noncompatible with the specified field applied paint system, the barrier coat or removal and re-prime shall be done on a T&M basis, Exclude painting of instrument panels and electrical conduit, Clarification; Specification 03721 scope is included with applicable coating and/or repair work. Section 3.03 D is specifically excluded from our scope of work., Clarification; Specification 03732 scope is included under unit price items only with the exception that up to 1/8" of Tnemec 218 resurfacer is included in our base proposal with the applicable coating specifications.,

Above proposed amount is based on that all work must be substantially completed before 25-Jul-25
Any work beyond the above stated date may be subject to a price increase.

	<u>Yes</u>	<u>No</u>		<u>Yes</u>	<u>No</u>
Bonds Included?		XX	Materials & Labor	XX	
Sales Tax Included?	XX		Labor Only		XX
Per Plans & Specs?	XX		Terms 2% NET 10, NET 15	XX	
Certified MBE or WBE?		XX	Retainage Held @ 5%	XX	
Visited Job-Site?		XX	Crew Days		12

3810 Drane Field Rd, suite 3. Lakeland, Florida 33811 Phone (863) 686-2320 Fax (863) 686-1954



Division of ISE METAL Inc.
 20 Windsor Rd
 Sherbrooke, QC
 J1C 0E5
 Ph.: 819-769-0157

FOR QUESTIONS:
 Dwight D. Swan
 Envirep, Inc.
 (717) 503-4639
 dswan@envirep.com

QUOTATION NO: 19819

Date: 2021-06-28
 To: Michael F. Ronca & Sons, INC.
 179 Mikron Road
 Bethlehem, PA 18020
 Attn: Scott Wachinski

PROJECT: Sussex County
 South Coastal WWFTreatment Upgrade and
 Rehoboth Beach WWTP
 Frankford, DE

This quotation includes additional equipment to be added to contractors current order (Ronca Purchase Order 16285).

Itm	Description	Qty
01	Tag: RB-WG-01 [-02] Fontaine-Aquanox Series 40 Weir Gate Model: 404-P3B-48x24-A-CW-1 Dimensions: 48in x 24in Design Pressure (On/Off): 1.0ft/0.0ft Installation depth: 5.50ft Open frame, Single Rising Stem Mounting: Face of Wall Material: 316L stainless steel Operator: Pedestal mounted gearbox and handwheel Anchors included, hardware only, adhesive not included, 316s.s. (Dia.: 0.50in, Qty=20) Certification: AWWA C561-14	2
02	Tag: RB-WG-03 [-04, -05, -06] Fontaine-Aquanox Series 20 Slide Gate Model: 204-P3B-16x16-A-CWX-4 Dimensions: 16in x 16in Design Pressure (On/Off): 4.0ft/1.0ft Installation depth: 9.00ft Open frame, Single Rising Stem Mounting: Face of Wall with Wide Flange Material: 316L stainless steel Operator: Pedestal mounted gearbox and handwheel Anchors included, hardware only, adhesive not included, 316s.s. (Dia.: 0.50in, Qty=19) Certification: AWWA C561-14	4
03	Tag: RB-WG-08 Fontaine-Aquanox Series 25 Channel Gate Model: 253-Y3X-36x54-A-EC/FE/FE-5 Dimensions: 36in x 54in Design Pressure (On/Off): 4.5ft/4.5ft Installation depth: 5.00ft Self contained frame, Single Rising Stem Mounting: Face of Side Walls Material: 316L stainless steel Operator: Yoke mounted gearbox and handwheel Anchors included, hardware only, adhesive not included, 316s.s. (Dia.: 0.50in, Qty=22) Certification: AWWA C561-14	1

04	Tag:	<p>RB-WG-09</p> <p>Fontaine-Aquanox Series 25 Channel Gate Model: 253-Y3X-36x54-A-FE-5 Dimensions: 36in x 54in Design Pressure (On/Off): 4.5ft/4.5ft Installation depth: 5.00ft Self contained frame, Single Rising Stem Mounting: Embedded in Side Walls Material: 316L stainless steel Operator: Yoke mounted gearbox and handwheel Anchors included, hardware only, adhesive not included, 316s.s. (Dia.: 0.50in, Qty=19) Certification: AWWA C561-14</p>	1
05	Tag:	<p>RB-WG-10, -12</p> <p>Fontaine-Aquanox Series 25 Channel Gate Model: 253-Y3X-60x39-A-FE-4 Dimensions: 60in x 39in Design Pressure (On/Off): 3.3ft/3.3ft Installation depth: 4.25ft Self contained frame, Single Rising Stem Mounting: Embedded in Side Walls Material: 316L stainless steel Operator: Yoke mounted gearbox and handwheel Anchors included, hardware only, adhesive not included, 316s.s. (Dia.: 0.50in, Qty=22) Certification: AWWA C561-14</p>	2
06	Tag:	<p>RB-WG-11, -13</p> <p>Fontaine-Aquanox Series 25 Channel Gate Model: 253-Y3X-36x39-A-FE-4 Dimensions: 36in x 39in Design Pressure (On/Off): 3.3ft/3.3ft Installation depth: 4.25ft Self contained frame, Single Rising Stem Mounting: Embedded in Side Walls Material: 316L stainless steel Operator: Yoke mounted gearbox and handwheel Anchors included, hardware only, adhesive not included, 316s.s. (Dia.: 0.50in, Qty=19) Certification: AWWA C561-14</p>	2
7C	Tag:	<p>RB-SP-01</p> <p>Fontaine-Aquanox series 92 Guide/Frame Model: 92-36x60-A-EC/FE-4 Width: 36in Height: 60in Mounting: Face of Side Walls Material: 316L Anchors included, hardware only, adhesive not included, 316s.s. Qty: 32 / Diameter: 0.5" (13mm)</p>	1
7P	Tag:	<p>RB-SP-01</p> <p>Fontaine-Aquanox series 92 Stop Plate Model: 92-36x42-A-EC/FE-4 Width: 36in Height: 42in Design Pressure (Seat/Unseat): 3.5ft/3.5ft EPDM double lip seal with UHMPE retainer Bi-directional sealing Material: 316L Weight: 168 lb each Lifting Force Required, without head pressure:168 lb Lifting Force Required under head pressure: 454 lb</p>	1

8C	Tag:	<p>RB-SP-02 Fontaine-Aquanox series 92 Guide/Frame Model: 92-36x60-A-EC/FE-4 Width: 36in Height: 60in Mounting: Face of Side Walls Material: 316L Anchors included, hardware only, adhesive not included, 316s.s. Qty: 32 / Diameter: 0.5" (13mm)</p>	1
8P	Tag:	<p>RB-SP-02 Fontaine-Aquanox series 92 Stop Plate Model: 92-36x48-A-EC/FE-4 Width: 36in Height: 48in Design Pressure (Seat/Unseat): 4ft/4ft EPDM double lip seal with UHMPE retainer Bi-directional sealing Material: 316L Weight: 194 lb each Lifting Force Required, without head pressure:194 lb Lifting Force Required under head pressure: 568 lb</p>	1
9C	Tag:	<p>RB-SP-03 Fontaine-Aquanox series 92 Guide/Frame Model: 92-36x60-A-FE-4 Width: 36in Height: 60in Mounting: Embedded in Side Walls Material: 316L Anchors included, hardware only, adhesive not included, 316s.s. Qty: 22 / Diameter: 0.5" (13mm)</p>	1
9P	Tag:	<p>RB-SP-03 Fontaine-Aquanox series 92 Stop Plate Model: 92-36x48-A-FE-4 Width: 36in Height: 48in Design Pressure (Seat/Unseat): 4ft/4ft EPDM double lip seal with UHMPE retainer Bi-directional sealing Material: 316L Weight: 204 lb each Lifting Force Required, without head pressure:204 lb Lifting Force Required under head pressure: 578 lb</p>	1
10C	Tag:	<p>RB-SP-04 Fontaine-Aquanox series 92 Guide/Frame Model: 92-30x60-A-FE-4 Width: 30in Height: 60in Mounting: Embedded in Side Walls Material: 316L Anchors included, hardware only, adhesive not included, 316s.s. Qty: 22 / Diameter: 0.5" (13mm)</p>	1

Fontaine-Aquanox series 92 Stop Plate
 Model: 92-30x48-A-FE-4
 Width: 30in Height: 48in
 Design Pressure (Seat/Unseat): 4ft/4ft
 EPDM double lip seal with UHMPE retainer
 Bi-directional sealing
 Material: 316L
 Weight: 179 lb each
 Lifting Force Required, without head pressure: 179 lb
 Lifting Force Required under head pressure: 490 lb

TOTAL SELLING PRICE: \$100,700.00 (INCLUDES FREIGHT TO FIRST DESTINATION AND FIELD SERVICES AS OUTLINED BELOW)

NOTES:

1. Note that gates, stop logs and stop plate frames cannot always be shipped 100% assembled and might require some field assembly. Stems need to be aligned, operators installed and long self contained gate frames (>10ft - 3m) assembled. This is part of gate installation and common to all manufacturers, per industry standards. Detailed instructions are available in our manuals available online.
2. Only four (4) side seals Series 20 can be shop tested for leakage. Three (3) side seals Series 25 & Series 40 cannot be tested in the factory for leakage.
3. This quotation is subject to change upon receipt of additional information and/or project specifications.
4. One (1) additional day of Field Service included if required.

CONDITIONS:

Lead Times:

Submittal Drawings:	3-4 Weeks
Gate(s) Shipment:	10-12 Weeks after approval

Above lead times are based on average shop loading and are subject to change depending on actual work load at the time of the order.

Taxes:	All applicable taxes extra
Currency:	USD
Payment Terms:	Net 30 days
Freight (Incoterms):	FCA (freight prepaid) to destination Via LTL dry box, not unloaded.
Validity:	60 days
Field Service:	1 trip/1 day on site. If additional service is required, \$1,500 /day (includes travel, lodging and meals)

FOR QUESTIONS:

Dwight D. Swan
 Envirep, Inc.
 (717) 503-4639
 dswan@envirep.com

CHANGE ORDER

OWNER
 ARCHITECT
 CONTRACTOR
 FIELD
 OTHER

PROJECT: 20-3579 Rehoboth Beach WWTP CIP Upgrd Ph 2 20573 Roosevelt St Rehoboth Beach, DE 19971	CHANGE ORDER #: 106
	CHANGE ORDER DATE: 07/23/2021
	PROJECT #s: 554-010
TO: Pleasant Mount Welding Inc. 45 Dundaff Street Carbondale, PA 184071801	DATE OF CONTRACT: 01/22/2020
	FOR: Misc Metals

The Contract is changed as follows:

PENDING CHANGE ORDER 3579PC6 PAGE 1 OF 2

See Page 2 for Description

Freight Incl-Tax Not Incl **Total Contract Change (Add) \$24,000**
 There is a ten-twelve week lead-time on change order after material released

“As a policy of PMWI, we will issue a 100% credit for an item that is no longer needed, contingent upon the item was not detailed yet. As an industry standard, if we detailed the item, in the anticipation that you will need it, and it needs to be deleted at a later date, we will issue an 85% credit for that item”. **Due to rising costs of material & shipping, prices are only good for 30 days from above date**

The original Contract Sum was	\$70,900.00
The net change by previously authorized Change Orders is	\$121,078.00
The Contract Sum prior to this Change Order was	\$191,978.00
The Contract Sum will be increased by this Change Order in the amount of	\$24,000.00
The new Contract Sum including this Change Order will be	\$215,978.00
The Contract Time will be increased by	0 days.
The date of Substantial Completion as of this Change Order therefore is	Unchanged

Not valid until signed by all parties below.

_____ ARCHITECT	Pleasant Mount Welding Inc. _____ CONTRACTOR	Michael F. Ronca & Sons Inc. _____ OWNER
_____ ADDRESS	45 Dundaff Street _____ ADDRESS	179 Mikron Road _____ ADDRESS
_____	Carbondale, PA 184071801 _____	Bethlehem, PA 18017 _____
_____ BY (Signature)	_____ BY (Signature)	_____ BY (Signature)
_____ (Typed Name)	_____ (Typed Name)	Scott Wachinski _____ (Typed Name)
_____ DATE	_____ DATE	_____ DATE

Headworks

- Delete Bill Code B-9 – 357 Sq/ft 1-1/2” aluminum 19SG4 serrated grating
- Delete Bill Code B-10 – 226 Lin/ft aluminum embed angle for above grating
- Delete Bill Code B-11 – 23 Aluminum support channels w/ clip angles for above grating
- Reference Bill Code B-13 – Delete 24 Lin/ft embed angle for checker plate

CHANGE ORDER PRICE (Deduct): (\$14,315.00)

Headworks

- Add 372 Sq/ft 2” aluminum 19SG4 serrated grating& drafting required to redraw grating area (dwg RB-S9101A)
- Add 165 Lin/ft aluminum embed angle for above grating (dwg RB-S9101A, B & C)
- Add 50 Lin/ft aluminum shelf angle for above grating (dwg RB-S9101A, B & C)
- Add 8 Aluminum support channels w/ clip angles for above grating (dwg RB-S9101A, B & C)
- Add 50 Lin/ft aluminum shelf angle for checker plate covers (dwg RB-S9101A, B & C)
- Add 13 Lin/ft 2-line aluminum handrail w/ toeboard & safety gate at manual bar screen (dwg RB-S9101A)
- Add 15 Lin/ft 2-line aluminum handrail w/ toeboard at south entrance (dwg RB-S9101A)
- Add 8 Lin/ft 2-line aluminum stair handrail w/ ADA rail at south entrance concrete stair (dwg RB-S9101A)
- Reference Bill Code B-12, 13 & 14 – Additional drafting required to revise drawings

Splitter Box SB-1

- Add 83 Sq/ft 1-1/2” aluminum 19SG4 serrated grating (dwg RB-S9101A, B & C)
- Add 66 Lin/ft aluminum embed angle for above grating (dwg RB-S9101A, B & C)
- Add 64 Lin/ft 2-line aluminum handrail w/ toeboard & safety gate (dwg RB-S9101A, B & C)
- Add 1 Aluminum access ladder w/ walk-thru (dwg RB-S9101A, B & C) (Base on 8’-2” + 3’-6” walk-thru)

CHANGE ORDER PRICE (Adder): \$38,315.00

Note: Aluminum ladder w/ walk-thru is based on 8’-2” plus 3’-6” walk-thru return if ladder need to increase in length **Add \$200.00 for each additional ladder rungs required**

Freight Incl-Tax Not Incl **Total Contract Change (Add) \$24,000**

There is a ten-twelve week lead-time on change order after material released

“As a policy of PMWI, we will issue a 100% credit for an item that is no longer needed, contingent upon the item was not detailed yet. As an industry standard, if we detailed the item, in the anticipation that you will need it, and it needs to be deleted at a later date, we will issue an 85% credit for that item”. **Due to rising costs of material & shipping, prices are only good for 30 days from above date.**

CHANGE ORDER

OWNER
 ARCHITECT
 CONTRACTOR
 FIELD
 OTHER

PROJECT: 20-3579 Rehoboth Beach WWTP CIP Upgrd Ph 2 20573 Roosevelt St Rehoboth Beach, DE 19971	CHANGE ORDER #:	107
	CHANGE ORDER DATE:	07/27/2021
	PROJECT #s:	554-010
TO: Pleasant Mount Welding Inc. 45 Dundaff Street Carbondale, PA 184071801	DATE OF CONTRACT:	01/22/2020
	FOR:	Misc Metals

The Contract is changed as follows:

PENDING CHANGE ORDER 3579PC7

Splitter Box SB-1

Delete Bill Code C-15 - 1 Aluminum temporary bar rack
 Note: Full Credit for deletion cannot be given due to line item being detailed & partial fabrication being started

CHANGE ORDER PRICE (Deduct): (\$2,255.00)

Headworks

Add 1 Aluminum bar rack w/ rake (Markup As-Built drawing 241)
 Note: PMWI excluding drop-in anchors & quoting adhesive anchors instead

CHANGE ORDER PRICE (Adder): \$3,400.00

Freight Incl-Tax Not Incl **Total Contract Change (Add) \$1,145.00**

There is an eight week lead-time on change order after material released
 "As a policy of PMWI, we will issue a 100% credit for an item that is no longer needed, contingent upon the item was not detailed yet. As an industry standard, if we detailed the item, in the anticipation that you will need it, and it needs to be deleted at a later date, we will issue an 85% credit for that item". **Due to rising costs of material & shipping, prices are only good for 30 days from above date.**

The original Contract Sum was	\$70,900.00
The net change by previously authorized Change Orders is	\$121,078.00
The Contract Sum prior to this Change Order was	\$191,978.00
The Contract Sum will be increased by this Change Order in the amount of	\$1,145.00
The new Contract Sum including this Change Order will be	\$193,123.00
The Contract Time will be increased by	0 days.
The date of Substantial Completion as of this Change Order therefore is	Unchanged

Not valid until signed by all parties below.

_____	Pleasant Mount Welding Inc.	Michael F. Ronca & Sons Inc.
ARCHITECT	CONTRACTOR	OWNER
_____	45 Dundaff Street	179 Mikron Road
ADDRESS	ADDRESS	ADDRESS
_____	Carbondale, PA 184071801	Bethlehem, PA 18017
_____	_____	_____
BY (Signature)	BY (Signature)	BY (Signature)
_____	_____	Scott Wachinski
(Typed Name)	(Typed Name)	(Typed Name)
DATE	DATE	DATE



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.	037 (DRAFT)		
RFP Subject	RBWWTP T-1 & SB-1 Scope Modifications		
Issued By	S. Clark	Issue Date	Jun. 4, 2021

Description of proposed changes:

Conditions in the RBWWTP T-1 Preliminary Treatment Facility and SB-1 Splitter Box require an alternative approach to the proposed refurbishment. Contractor is requested to submit a proposal for the following changes:

1. Delete from scope the temporary piping added in the Change Order associated with RFP-006.
2. Delete from scope the temporary bar rack shown in RB-M9103.
3. Provide alternative temporary piping as shown in the attached mark-ups and as noted herein:
 - a. The Muffin Monster shall be in-line, 12" flange size, 30K series by JWC. Electrical Contractor will be requested to provide temporary electric connection.
 - b. Isolation valves may be knife gate, gate, or plug depending on cost and availability. Contractor to nominate most economical option.
 - c. Pipe materials anticipated to be HDPE. Contractor may modify pipe alignment and eliminate bends to achieve most economical layout.
 - d. Vertical pipes at T-2A/B walls will require support to maintain in position and discharge into the oxidation ditches. Contractor may utilize pipe support details shown in the Drawings or propose an economical alternative.
4. Demolish concrete at SB-1 and the section of channel between T-1 and SB-1 as shown.
5. Demolish the upper level channel walls in T-1 as shown.
6. Construct new SB-1 channels and chambers as shown.
7. Construct new upper level channel walls in T-1 as shown.
8. Provide new stainless steel slide gates as listed in the schedule provided below.
 - a. Slide gates shall be in accordance with Section 11291.
 - b. Note that gates with Type A mounting will not have recesses in the floor to allow embedded bottom frames. Only side frames can be embedded in channel walls. Bottom frames will be installed on top of the channel floor, in grout.
 - c. Slide gate RB-WG-08 shall be provided with one embedded side frame (new wall) and one surface mounted side frame (existing wall) if this option is available from the manufacturer.
9. Provide new removable stainless steel stop plates as listed in the schedule provided below. Stop plates may be by gate manufacturer (Fontaine-Aquanox Series 92) or equal. Figure references below are from Fontaine-Aquanox website.
 - a. Use Fig. 92-06 (bottom of an existing channel-mounted gate) for base frame for all stop plates.
 - b. Use Figs. 92-03 (side of an existing channel-mounted gate) and 92-04 (side of an embedded frame gate) for side frames as noted in the schedule below.



- c. Stop plates RB-SP-01 and RB-SP-02 shall be provided with one embedded side frame (Fig 92-04) and one surface mounted side frame (Fig 92-03) if this option is available from the manufacturer.
10. Provide a new bar rack and rake to replace the existing bar rack and rake in kind
 - a. Dimensions and layout shall be as shown on RBWWTP Drawing No. 241 (Dated May 1984).
 - i. Channel floor: 30.0 EL
 - ii. Channel width: 3'-0"
 - iii. Top of inclined bars: 35.0 EL
 - b. Bar rack shall be fabricated of 6061-T6 Aluminum with welded construction
 - c. Bar rack shall be removable from the channel
 - d. Paint aluminum in contact with concrete in accordance with the Contract Documents.
11. Baffle at SB-1
12. New sleeve in masonry wall for press discharge chute
13. Revise the layout for the vent pipe located above the grit concentrator as follows:
 - a. Delete the piping shown on Drawing RB-M9102 that runs from the concentrator to the upper level inverted-U arrangement
 - b. Provide a vent that is aligned above the grit classifier, through a new core drill penetration in the lower level wall (Detail 4, Drawing SC-M6004) that terminates with a bend and vent cap immediately outside the building. The vent shall be provided with a slope back to the grit classifier.
14. Provide four new 16" wall pipes at SB-1, one for each of the T-2A/B influent pipes. Coordinate wall pipes to suit slide gates and existing piping. Reinstate insulation upon completion of the work.
15. Provide new link seals at the north wall of T-2A/B for each of the four 16" DIP influent pipes from SB-1 (two penetrations each for T-2A and T-2B).

Other notes

1. Contractor shall repair the upper level channel walls on the perimeter of T-1, as listed below, with measurement and payment in accordance with the relevant contingent unit price items for Types 1, 2, and 3 concrete repair:
 - a. West wall of influent pipe trench, approximately 18'-6" in length
 - b. North wall of influent pipe trench, approximately 2'-6" in length
 - c. North wall of receival chamber and bypass channel, approximately 30'-0" in length
 - d. East wall of screened effluent channel, approximately 11'-6" in length
 - e. East and west walls of T-1 effluent channel, approximately 10'-0" in length either side of channel
2. Contractor shall revise and resubmit shop drawing for T-1 grating and supports in accordance with the details included herein (reference submittal 05500-25).
3. Contractor shall note that the new perforated plate screen will be installed with bottom of screen on the channel floor at 30.0 EL. Contractor shall ensure that the new penetration for the screenings wash press discharge suit be installed to suit the approved equipment and the manufacturer's recommendations.
4. Contractor shall note that the replacement of masonry shelf angles is still required as noted on Drawing RB-M9102 (refer Note 1).

The work will proceed as follows:

1. Owner will divert all influent flow to the 16" County influent force main.
2. Contractor will install temporary bypass piping from the 16" City influent force main (in the lower level of T-1) to the T-2A/B Oxidation Ditches.
3. Owner will divert all influent flow to the 16" City influent force main and the new temporary bypass pipe.
4. Owner will arrange for a brief outage of the PS-2 Drain Pump Station to enable the 10" discharge to be connected to the new bypass pipe in the lower level of T-1.
5. While bypass is in place, Contractor will complete:
 - a. SB-1 demolition and modification work
 - b. T-1 demolition, concrete repair, and concrete construction work



- c. Grating and handrail
 - d. Slide gates and stop plates
 - e. 16" County influent force main discharge assembly
 - f. Bar rack
 - g. T-2A/B link seal replacements
6. Owner will divert all influent flow to the 16" County influent force main and the new 16" discharge assembly
7. While flow is through the bypass channels and bar rack, Contractor will complete the remaining work, including (but not limited to):
- a. Mechanical screening and grit removal equipment
 - b. Remaining influent force main discharge assemblies



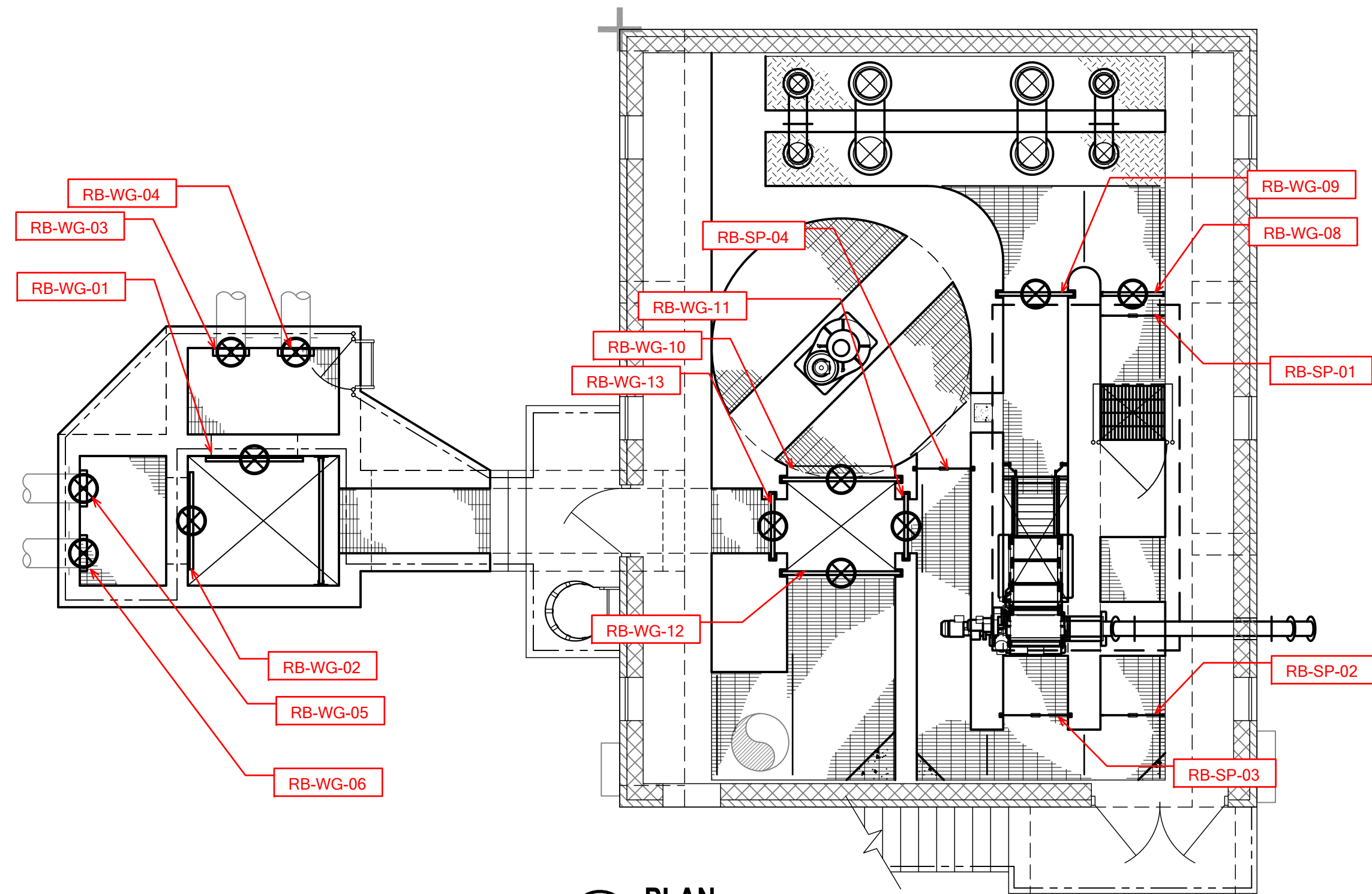
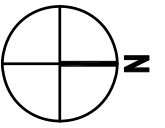
RFP-037 FABRICATED STAINLESS STEEL SLIDE GATE SCHEDULE

GATE NO.	LOCATION	TYPE	MATERIAL	MOUNTING TYPE	ACTUATOR / USE	ACTUATOR MOUNTING	SEATING / UNSEATING PRESSURE (HEAD IN FT.)	DIMENSIONAL NOTES
RB-WG-01 [-02]	SB-1 (T-2A/B Influent)	Downward Opening Slide Gate	316/316L	Type D	Handwheel	Pedestal on Support Bracket	Above T/Gate: Seating: 1.0 Unseating: N/A	Weir Wall 29.50 EL Opening Width: 4'-0" T/Gate Fully Raised 31.50 EL T/Gate Fully Lowered 29.50 EL
RB-WG-03 [-04, -05, -06]	SB-1 (Pipe Openings)	Upward Opening Slide Gate	316/316L	Type B	Handwheel	Pedestal on Support Bracket	Above T/Gate: Seating: 4.0 Unseating: 1.0	Pipe Size: 16" Pipe Invert: 26.0 EL
RB-WG-08	T-1 (Bypass Influent)	Upward Opening Slide Gate	316/316L	Type B	Handwheel	Yoke Mounted	Above B/Gate: Seating: 4.5 Unseating: 4.5	Channel Width: 3'-0" Channel Floor: 30.0 EL T/Gate Fully Lowered: 34.5 EL B/Gate Fully Raised: 34.5 EL
RB-WG-09	T-1 (Screen Influent)	Upward Opening Slide Gate	316/316L	Type A	Handwheel	Yoke Mounted	Above B/Gate: Seating: 4.5 Unseating: 4.5	Channel Width: 3'-0" Channel Floor: 30.0 EL T/Gate Fully Lowered: 34.5 EL B/Gate Fully Raised: 34.5 EL
RB-WG-10	T-1 (Grit Effluent)	Upward Opening Slide Gate	316/316L	Type A	Handwheel	Yoke Mounted	Above B/Gate: Seating: 3.25 Unseating: 3.25	Channel Width: 5'-0" Channel Floor: EL 30.75 EL T/Gate Fully Lowered: EL 34.0 B/Gate Fully Raised: EL 34.0
RB-WG-11	T-1 (Grit Bypass)	Upward Opening Slide Gate	316/316L	Type A	Handwheel	Yoke Mounted	Above B/Gate: Seating: 3.25 Unseating: 3.25	Channel Width: 3'-0" Channel Floor: EL 30.75 EL T/Gate Fully Lowered: EL 34.0 B/Gate Fully Raised: EL 34.0
RB-WG-12	T-1 (Diversion)	Upward Opening Slide Gate	316/316L	Type A	Handwheel	Yoke Mounted	Above B/Gate: Seating: 3.25 Unseating: 3.25	Channel Width: 5'-0" Channel Floor: EL 30.75 EL T/Gate Fully Lowered: EL 34.0 B/Gate Fully Raised: EL 34.0
RB-WG-13	T-1 (Effluent)	Upward Opening Slide Gate	316/316L	Type A	Handwheel	Yoke Mounted	Above B/Gate: Seating: 3.25 Unseating: 3.25	Channel Width: 3'-0" Channel Floor: EL 30.75 EL T/Gate Fully Lowered: EL 34.0 B/Gate Fully Raised: EL 34.0

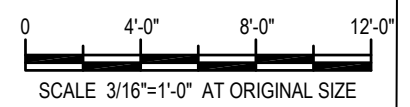


RFP-037 FABRICATED STAINLESS STEEL STOP PLATES

STOP PLATE NO.	LOCATION	FRAMES	MATERIAL	CHANNEL WIDTH	CHANNEL FLOOR	TOP OF PLATE	MAX. HEAD ABOVE BOTTOM OF PLATE
RB-SP-01	T-1 Bypass Channel Entry (Weir Type)	Surface Mount on Channel Wall	316/316L	3'-0"	30.0 EL	33.5 EL	5'-0"
RB-SP-02	T-1 Bypass Channel Exit	Surface Mount on Channel Wall	316/316L	3'-0"	30.0 EL	34.0 EL	3'-6"
RB-SP-03	T-1 Screen Channel Exit	Embedded in Channel Wall	316/316L	3'-0"	30.0 EL	34.0 EL	3'-6"
RB-SP-04	T-1 Grit Channel Entry	Embedded in Channel Wall	316/316L	2'-6"	30.0 EL	34.0 EL	3'-6"



1 PLAN
3/16"=1'-0"



REHOBOTH BEACH WWTP T-1
PRELIMINARY TREATMENT FACILITY

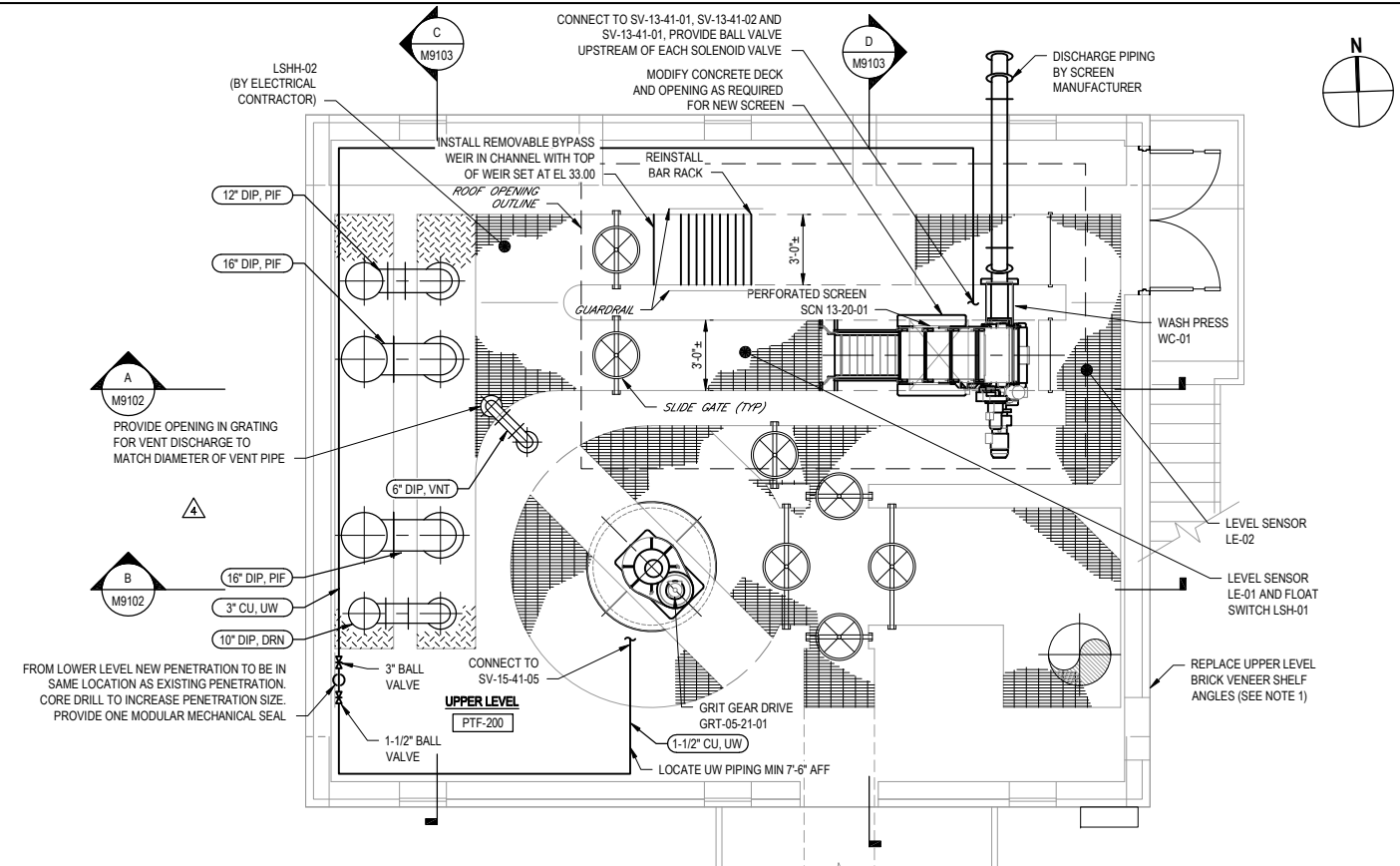
MODIFICATION PLAN
(RFP-37)

Project No. 1121182
Report No. N/A
Date 06/2021

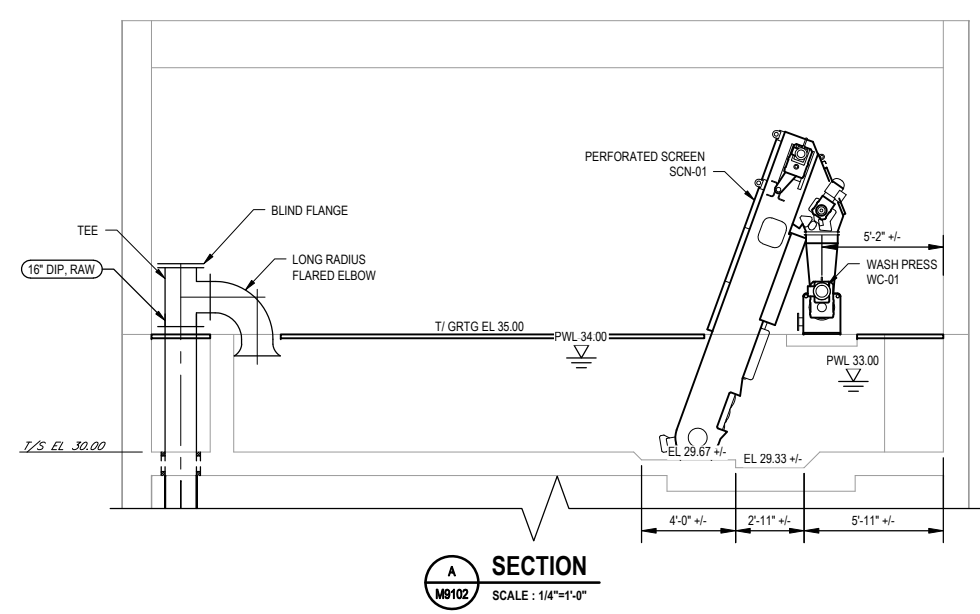
FIGURE 2

Filename: G:\11111121182 South Coastal Expansion\CADD\Drawings - Construction\New Figures\RB-RFP-37 FIG-2.dwg
Plot Date: 2 June 2021 - 3:56 PM

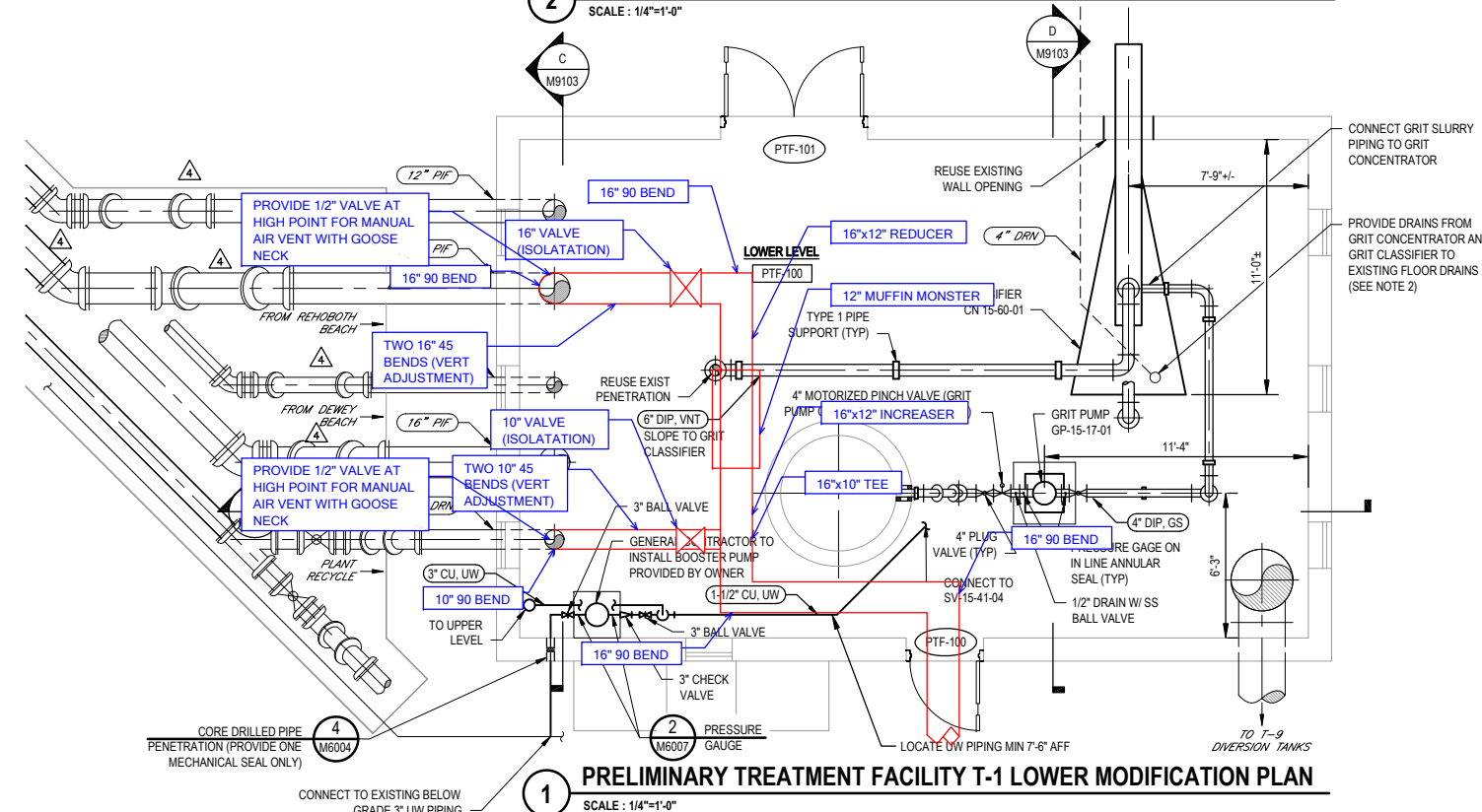
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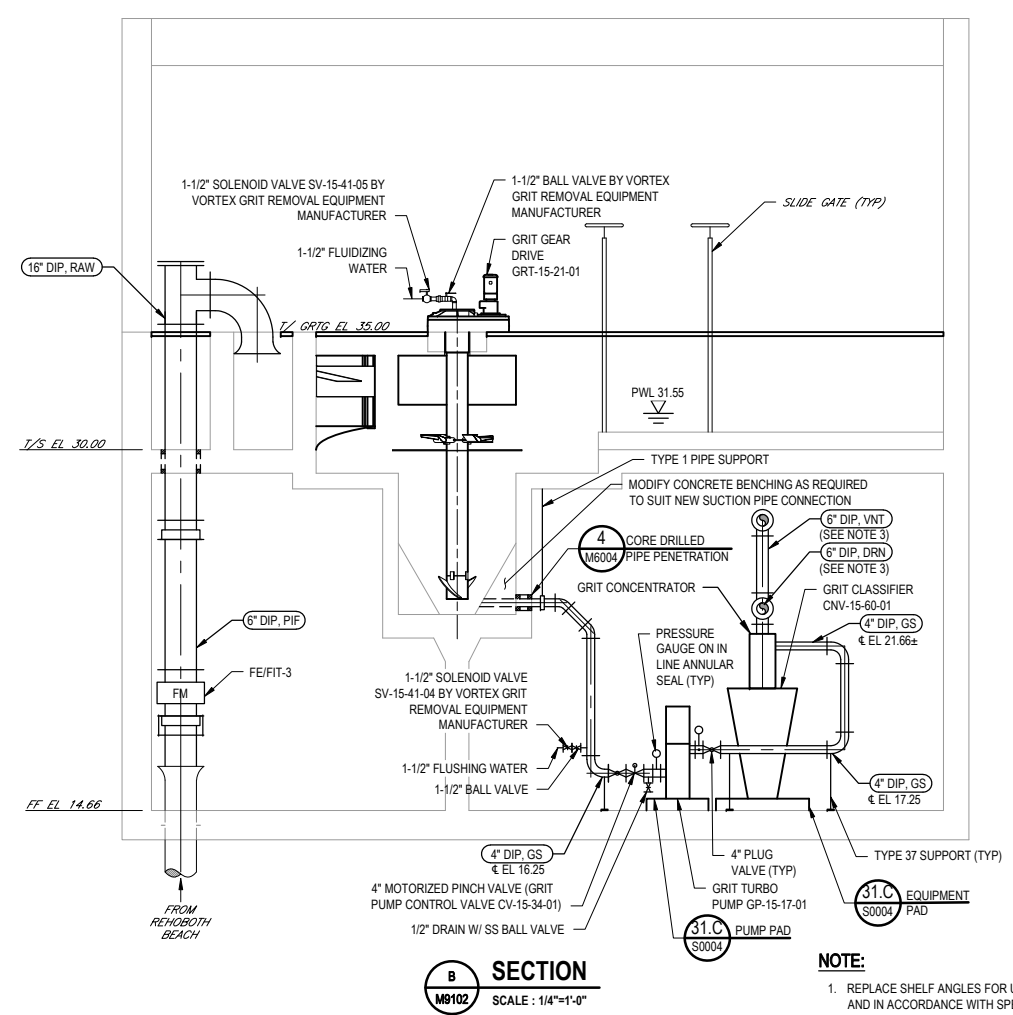
2 PRELIMINARY TREATMENT FACILITY T-1 UPPER MODIFICATION PLAN
SCALE: 1/4"=1'-0"



A SECTION
SCALE: 1/4"=1'-0"



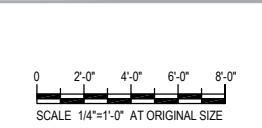
1 PRELIMINARY TREATMENT FACILITY T-1 LOWER MODIFICATION PLAN
SCALE: 1/4"=1'-0"



B SECTION
SCALE: 1/4"=1'-0"

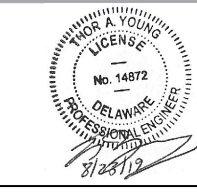
- NOTE:**
1. REPLACE SHELF ANGLES FOR UPPER LEVEL BRICK VENEER IN-KIND, AND IN ACCORDANCE WITH SPECIFICATION SECTIONS 04900 AND 05500.
 2. CONTRACTOR SHALL FIELD VERIFY FLOOR DRAIN LOCATIONS AND INFORM ENGINEER OF ANY CONFLICT WITH PROPOSED EQUIPMENT DIMENSIONS.
 3. SECTIONS OF PIPING NOT SHOWN FOR CLARITY. REFER TO SECTION D ON SC-M9103.
 4. PROVIDE LONG RADIUS BENDS FOR GRIT SLURRY PIPING.

No.	Issue	Drawn	Approved	Date
A	CONFORMED PER ADDENDA NOS. 1-5	LB	TAY	11/2019
0	FOR BID	KML	TAY	08/2019



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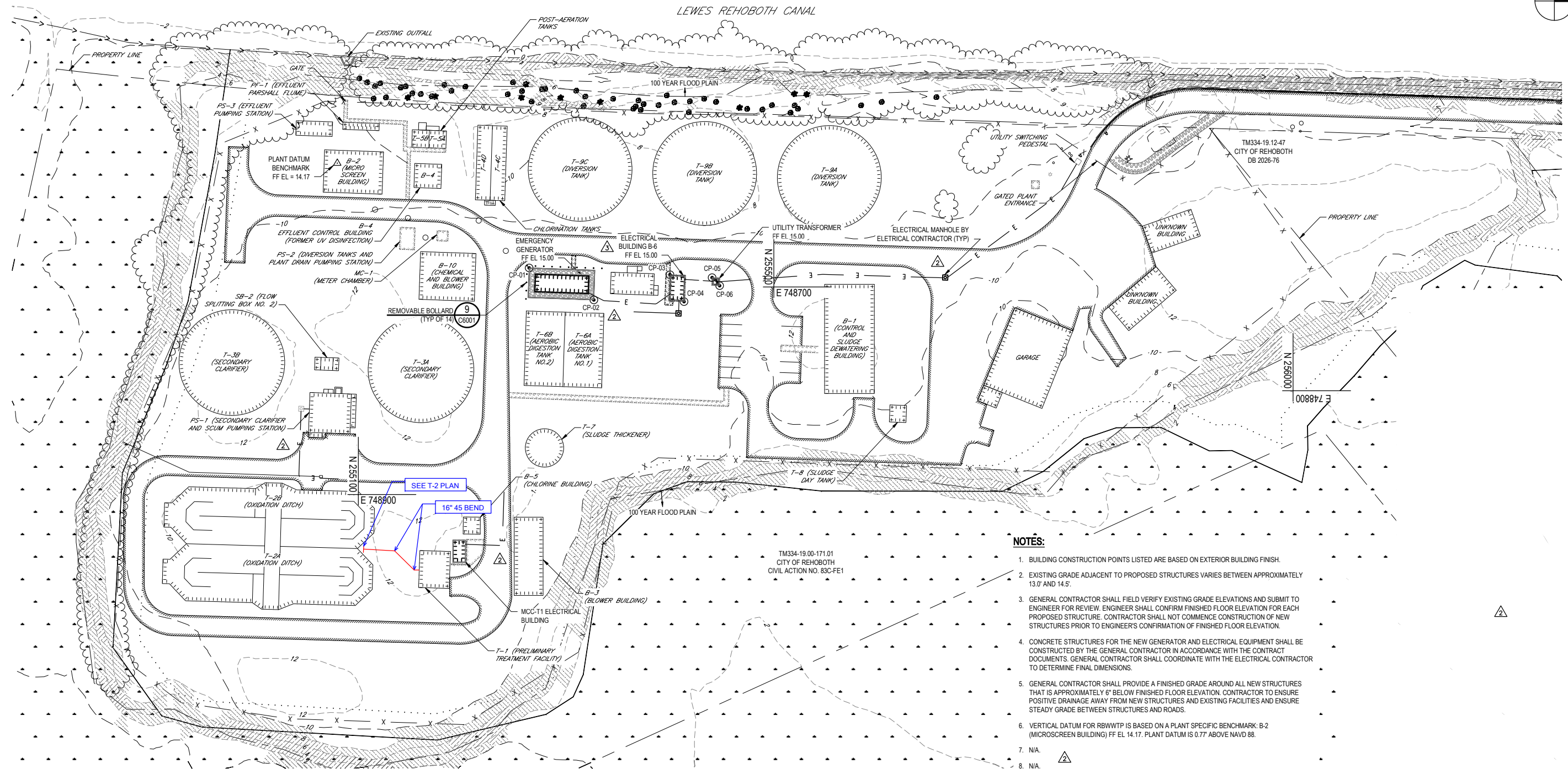
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Drafting Check	J. MERINO	Design Check	J. CANNON
Project Manager	T. YOUNG	Date	08/2019
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Client	SUSSEX COUNTY, DELAWARE		
Project	SCRWF NO. 3 AND RBWWTP CIP PHASE 2 UPGRADES		
Title	T-1 PRELIMINARY TREATMENT FACILITY MODIFICATION PLANS AND SECTIONS		
Project No.	11121182		
Original Size	ANSI D	Sheet No.	RB - M9102
		Sheet	400 of 442



- NOTES:**
- BUILDING CONSTRUCTION POINTS LISTED ARE BASED ON EXTERIOR BUILDING FINISH.
 - EXISTING GRADE ADJACENT TO PROPOSED STRUCTURES VARIES BETWEEN APPROXIMATELY 13.0' AND 14.5'.
 - GENERAL CONTRACTOR SHALL FIELD VERIFY EXISTING GRADE ELEVATIONS AND SUBMIT TO ENGINEER FOR REVIEW. ENGINEER SHALL CONFIRM FINISHED FLOOR ELEVATION FOR EACH PROPOSED STRUCTURE. CONTRACTOR SHALL NOT COMMENCE CONSTRUCTION OF NEW STRUCTURES PRIOR TO ENGINEER'S CONFIRMATION OF FINISHED FLOOR ELEVATION.
 - CONCRETE STRUCTURES FOR THE NEW GENERATOR AND ELECTRICAL EQUIPMENT SHALL BE CONSTRUCTED BY THE GENERAL CONTRACTOR IN ACCORDANCE WITH THE CONTRACT DOCUMENTS. GENERAL CONTRACTOR SHALL COORDINATE WITH THE ELECTRICAL CONTRACTOR TO DETERMINE FINAL DIMENSIONS.
 - GENERAL CONTRACTOR SHALL PROVIDE A FINISHED GRADE AROUND ALL NEW STRUCTURES THAT IS APPROXIMATELY 6" BELOW FINISHED FLOOR ELEVATION. CONTRACTOR TO ENSURE POSITIVE DRAINAGE AWAY FROM NEW STRUCTURES AND EXISTING FACILITIES AND ENSURE STEADY GRADE BETWEEN STRUCTURES AND ROADS.
 - VERTICAL DATUM FOR RBWWTP IS BASED ON A PLANT SPECIFIC BENCHMARK: B-2 (MICROSCREEN BUILDING) FF EL 14.17. PLANT DATUM IS 0.77' ABOVE NAVD 88.
 - N/A.
 - N/A.
 - GENERAL CONTRACTOR IS RESPONSIBLE FOR ALL FINAL GRADING, INCLUDING FINAL GRADING AT DUCT BANKS CONSTRUCTED BY ELECTRICAL CONTRACTOR.

CONTROL POINTS			
CONTROL POINT	NORTHING	EASTING	DESCRIPTION
CP-01	255,264.44	748,681.61	EMERGENCY GENERATOR
CP-02	255,326.73	748,712.47	EMERGENCY GENERATOR
CP-03	255,400.01	748,688.17	SWITCHGEAR
CP-04	255,413.60	748,714.10	SWITCHGEAR
CP-05	255,440.61	748,690.97	UTILITY TRANSFORMER
CP-06	255,447.84	748,698.73	UTILITY TRANSFORMER

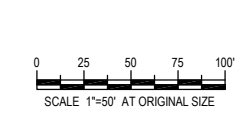
1 GRADING AND CONTROL SITE PLAN
SCALE: 1" = 50'-0"

LEGEND

NEW CONCRETE

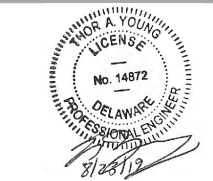
NEW GRAVEL

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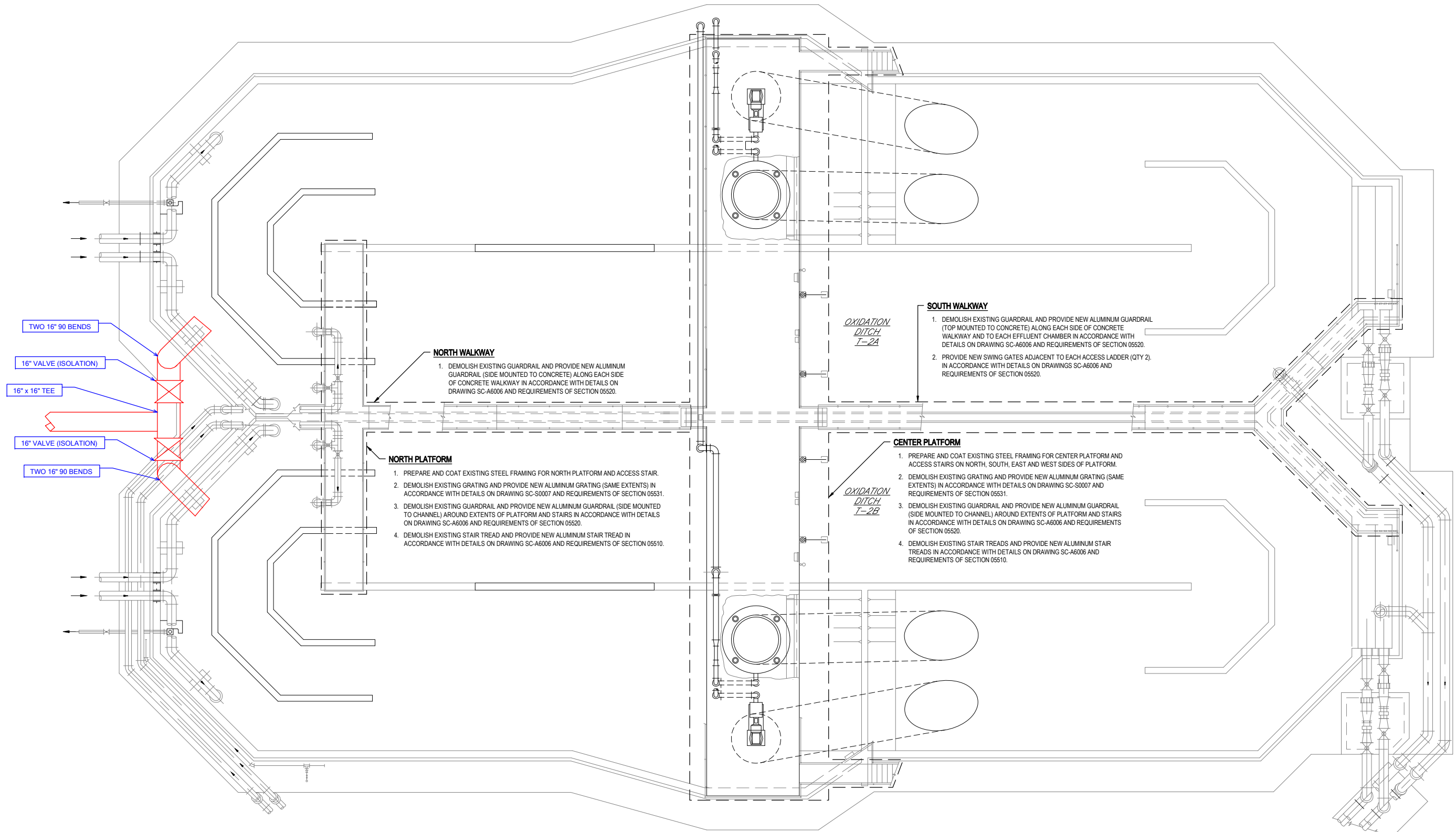


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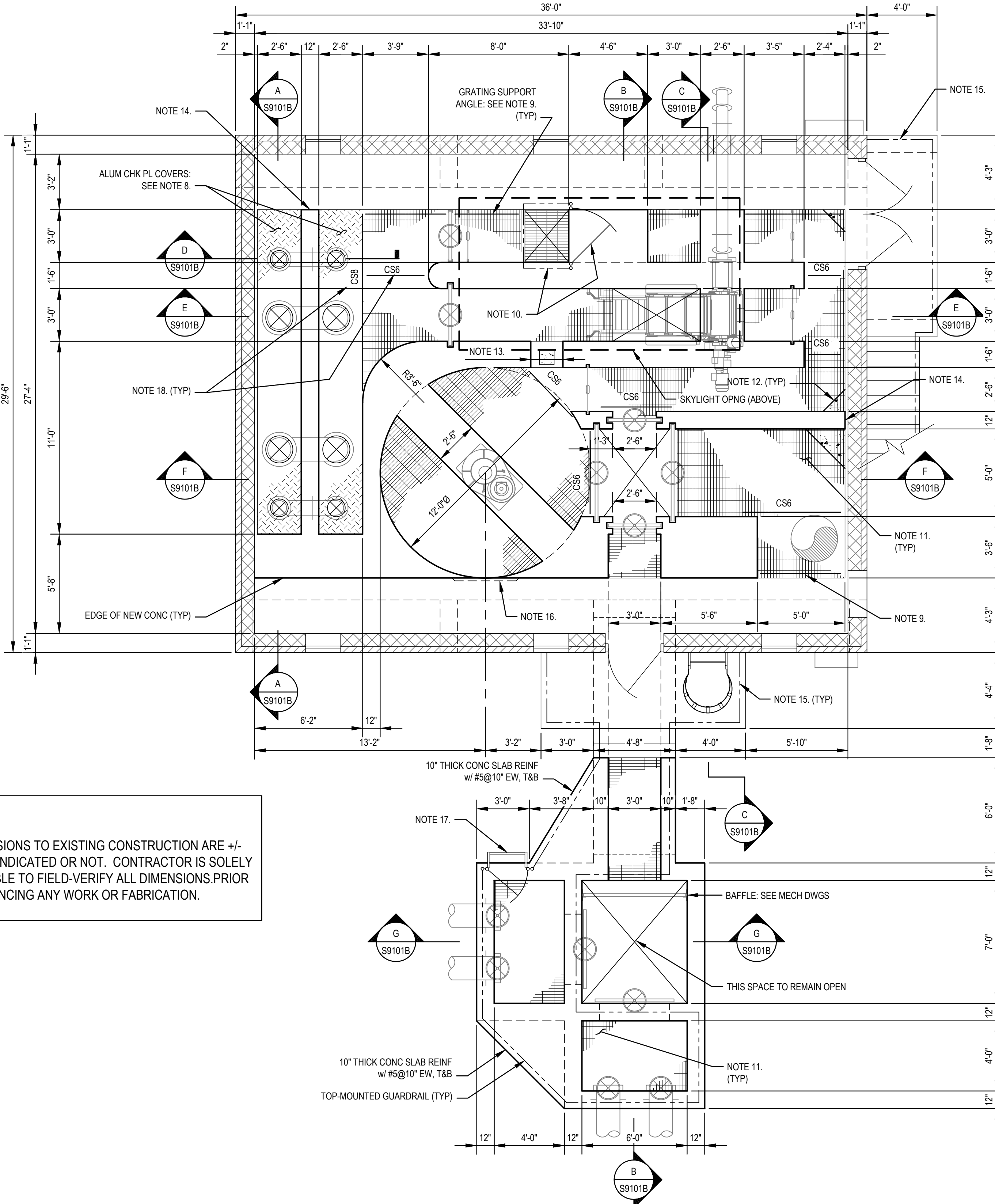
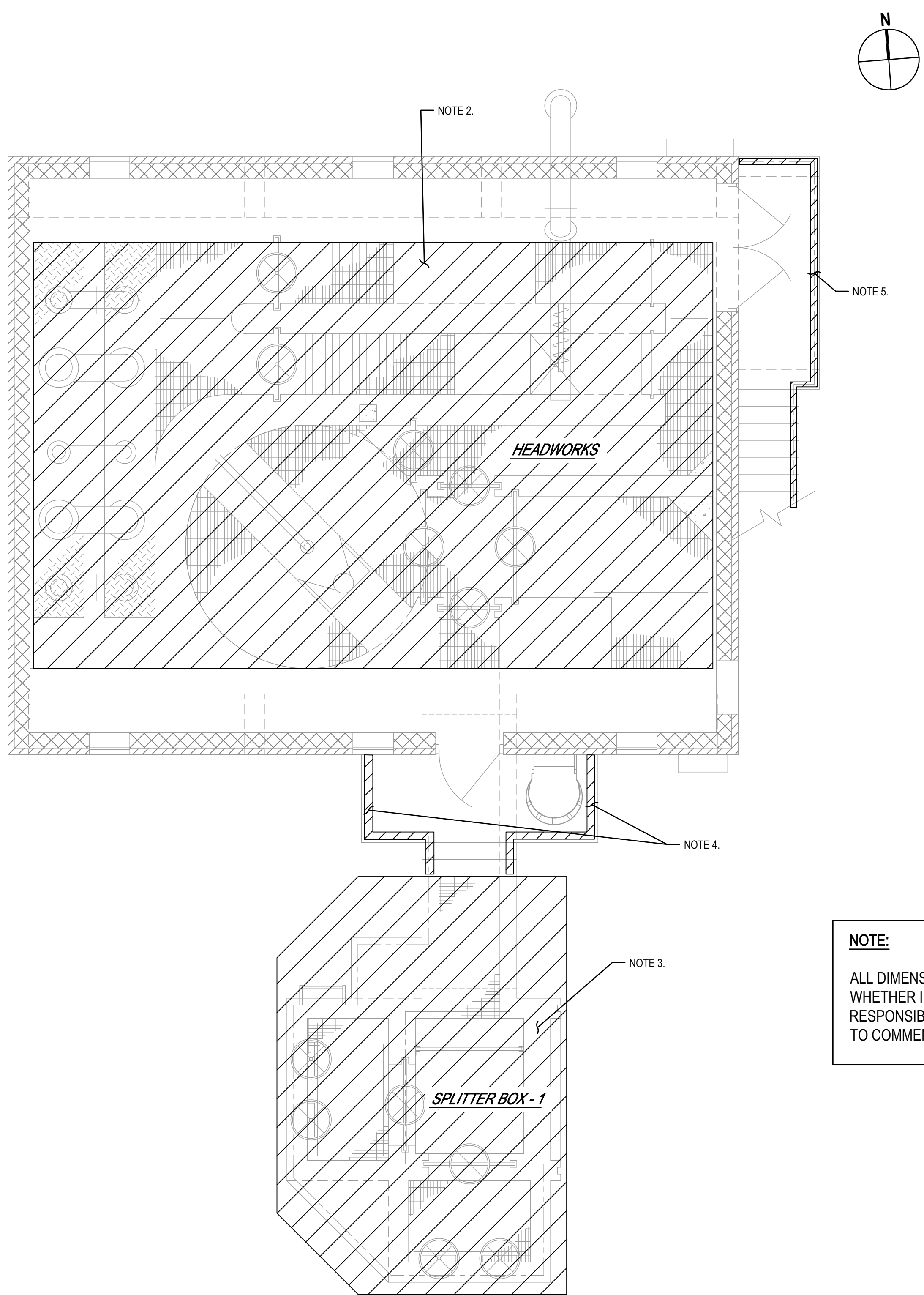
Drawn	K. LARSON	Designer	C. MCSHEA
Drafting Check	J. MERINO	Design Check	A. ROGERS
Project Manager	T. YOUNG	Date	08/2019
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Client **SUSSEX COUNTY, DELAWARE**
Project **SCRWF NO. 3 AND RBWWTP CIP PHASE 2 UPGRADES**
Title **GRADING AND CONTROL SITE PLAN**
Project No. **11121182**
Original Size **ANSI D**
Sheet No. **RB-C9003**



1 OXIDATION DITCHES T-2A & T-2B STRUCTURAL PLAN
SCALE: 1/8" = 1'-0"

				 SCALE 1/8"=1'-0" AT ORIGINAL SIZE		Bar is one inch on original size sheet 		 GHD Inc. 16701 Melford Boulevard, Suite 330 Bowie MD 20715 USA T 1 240 206 6810 F 1 240 206 6811 W www.ghd.com		Drawn L. BEREZITSKY Designer L. STURDEVANT Drafting Check K. LARSON Design Check S. CLARK Project Manager T. YOUNG Date 05/2020 <small>This document shall not be used for construction unless signed and sealed for construction.</small>		Client CITY OF REHOBOTH BEACH, DELAWARE Project REHOBOTH BEACH WWTP CIP UPGRADE PHASE 3A Title OXIDATION DITCHES T-2A & T-2B STRUCTURAL PLAN Project No. 11121182/ 11207670 Original Size ANSI D Sheet No. S001	
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- SHEET NOTES:**
- SEE MECHANICAL DRAWINGS FOR MECHANICAL ITEMS DEMOLITION.
 - DEMOLISH ALL INTERIOR CONCRETE WALLS, GRATING AND BEAMS AS INDICATED. ALL INTERIOR WALLS TO BE DEMOLISHED DOWN TO CHANNEL SLAB.
 - DELETE ENTIRE SPLITTER BOX - 1 STRUCTURE STARTING FROM BOTTOM OF STAIRS. DEMOLISH STRUCTURE TO TOP OF SLAB AT ELEVATION 25.0. PROVIDE TEMPORARY SUPPORT UNDER EXISTING STAIR STRUCTURE UNTIL NEW STRUCTURE IS CONNECTED.
 - DEMOLISH GUARDRAIL/HANDRAIL AT SOUTH LANDING/STAIRS OF HEADWORKS.
 - DEMOLISH GUARDRAIL/HANDRAIL AT LANDING/STAIRS OF HEADWORKS ENTRANCE FROM GRADE TO TOP LANDING.
 - REFER SPECIFICATIONS 03721, 03732 AND 09852 FOR SURFACE REPAIR, PREPARATION AND PROTECTIVE COATING REQUIREMENTS.
 - ALL NEW AND EXISTING INTERIOR WALL AND SLAB SURFACES SHALL RECEIVE PROTECTIVE COATING PER SPEC SECTION 09852.
 - INSTALL CHECKERED PLATE COVERS OVER INFLUENT PUMP AREA PER DETAIL 1.G/S007. LOCATE JOINTS AT PIPE CENTERLINES TO ALLOW FUTURE PLATE REMOVAL. ANNULAR SPACE AROUND PIPES SHALL NOT EXCEED 2".
 - WHERE NEW GRATING ABUTS AND SPANS TO EXISTING EXTERIOR WALL, INSTALL L3X3 GRATING SUPPORT ANGLE PER DETAIL 2.G/S007.
 - INSTALL GUARDRAIL AND SWING GATE AROUND MANUAL BAR SCREEN AREA AS INDICATED. REFER DETAILS 2 AND 10 ON DWG A6006.
 - ALL ALUMINUM GRATING IN HEADWORKS BUILDING TO BE 2" THICK SERRATED. ALL GRATING AT SPLITTER BOX TO BE 1.5" THICK SERRATED. PROVIDE EMBEDDED GRATING ANGLES ACCORDINGLY PER DETAIL 2.G/S007.
 - INSTALL CONCRETE FILLETS IN THE 3 CORNERS INDICATED. TOP OF FILL TO EXTEND TO 2" BELOW BOTTOM OF GRATING.
 - AT EXISTING PRECAST CONCRETE COLUMN THE WALL CANNOT BE REMOVED FOR A DISTANCE OF 6" EITHER SIDE. PROVIDE TEMPORARY BRACING OF COLUMN WHILE PERFORMING DEMOLITION UNTIL THE NEW CONCRETE IS INSTALLED. NEW ADJACENT CONCRETE SHALL BE DOWELED INTO THE REMAINING COLUMN PIER USING #6@10" DOWELS ON EITHER SIDE. LOCATE DOWELS EACH FACE, EACH SIDE, IN LINE WITH NEW WALL REINFORCEMENT. 6" EMBEDMENT. SEE SECTION B/S9101B.
 - WHERE NEW WALL ABUTS EXISTING EXTERIOR WALL, DOWEL INTO EXTERIOR WALL WITH SINGLE LINE OF #5 @ 10" DOWELS CENTERED IN NEW WALL. 5" EMBEDMENT.
 - INSTALL NEW ALUMINUM GUARDRAIL TO REPLACE DEMOLISHED RAILING. FOLLOW DETAIL 10/A6006.
 - WHERE GRIT CHAMBER ABUTS THE EXISTING SOUTH PERIMETER WALL, CAREFULLY CHIP OUT A 2" DEPTH OF THE EXISTING WALL FOR A WIDTH OF 3'-6" TO ALLOW THE NEW CONCRETE TO HAVE A MINIMUM 4" THICKNESS WHEN CAST. TAPER THE EDGES OF THE CUT TO 45-DEG.
 - REMOVE AND REPLACE EXISTING ALUMINUM LADDER USING SS ADHESIVE ANCHORS TO MATCH EXISTING LOCATIONS.
 - *CS6* DENOTES ALUMINUM CS6x2.83. *CS8* DENOTES ALUMINUM CS8x4.15. FRAME TO EITHER SIDE WALL, END WALL OR INTERSECTING BEAM PER DETAILS 1, 2 & 3 ON S0009. INSTALL "KEEPER PLATES" AS REQUIRED TO PREVENT MOVEMENT BETWEEN ABUTTING PANELS PER DETAIL 6.F/S0009.
 - REFER SECTIONS FOR ALL REINFORCEMENT DETAILS NOT NOTED HEREIN.
 - REFER MECHANICAL DRAWINGS FOR ALL PIPING, GATES, SCREENS, BAFFLES AND OTHER EQUIPMENT.

1 T-1 PRELIMINARY TREATMENT FACILITY AND SPLITTER BOX No. 1 - UPPER LEVEL DEMOLITION PLAN
SCALE: 1/4" = 1'-0"

2 T-1 PRELIMINARY TREATMENT FACILITY AND SPLITTER BOX No. 1 - UPPER LEVEL NEW WORK PLAN
SCALE: 1/4" = 1'-0"

A CONFORMED PER ADDENDA NOS. 1-5					LB	TAY	11/2019
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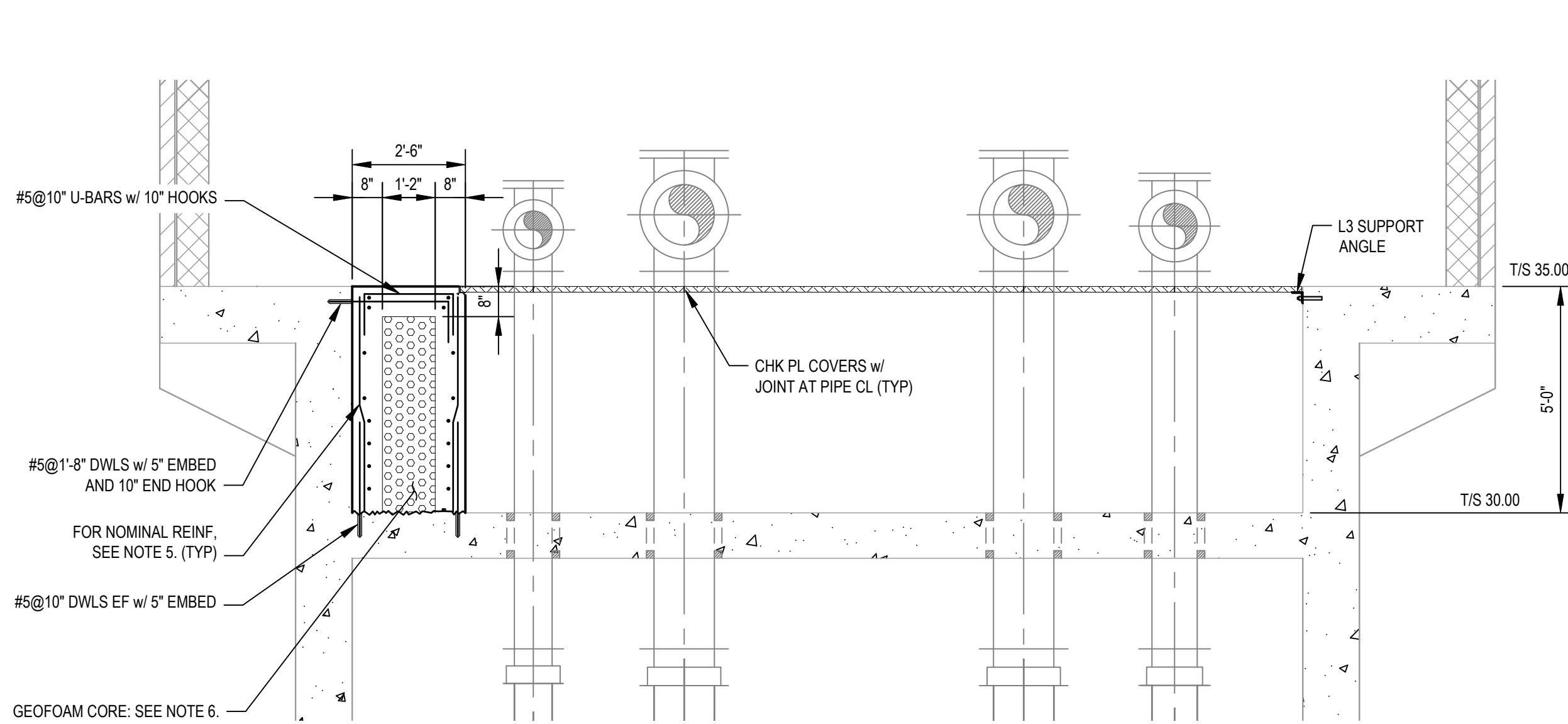
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Drawn	S. ANDERSON	Designer	S. ANDERSON
Drafting Check	K. LARSEN	Design Check	L. STURDEVANT
Project Manager	T. YOUNG	Date	03/20
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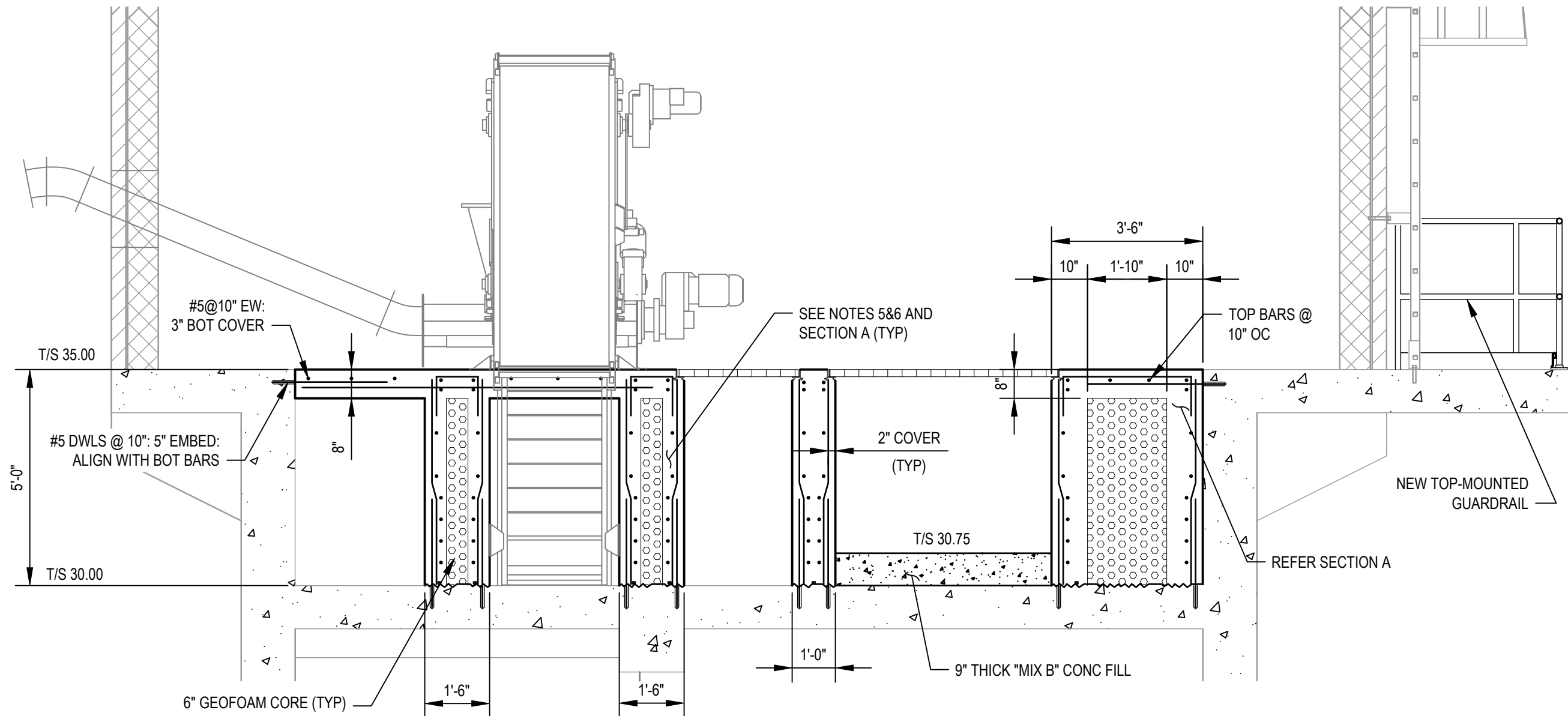
Client	SUSSEX COUNTY, DELAWARE		
Project	SCRWF NO. 3 AND RBWWTP CIP PHASE 2 UPGRADES		
Title	T-1 PRELIMINARY TREATMENT FACILITY & SPLITTER BOX No. 1 UPPER LEVEL DEMOLITION PLAN AND NEW WORK PLAN		
Project No.	11121182		
Original Size	ANSI D	Sheet No.	RB-S9101A
			Sheet 398 of 442

SHEET NOTES:

1. REFER SPECIFICATIONS 03721, 03732 AND 09852 FOR SURFACE REPAIR, PREPARATION AND PROTECTIVE COATING REQUIREMENTS.
2. ALL NEW AND EXISTING INTERIOR WALL AND SLAB SURFACES SHALL RECEIVE PROTECTIVE COATING PER SPEC SECTION 09852.
3. CONTRACTOR SHALL FIELD MEASURE FOR ALL ITEMS.
4. SEE "SHEET NOTES" ON DWG S9101A FOR INFORMATION NOT NOTED HEREIN.
5. WALL REINFORCEMENT FOR ALL WALLS IN THE HEADWORKS BUILDING SHALL BE #5@10", EW, EF, w/ MATCHING BASE DWLS, UNO.
6. ALL WALL SECTIONS 18" OR THICKER SHALL CONTAIN A "EPS GEOFOAM" BLOCK CORE IN ACCORDANCE WITH ASTM D6817 TO REDUCE DEAD WEIGHT. DENSITY SHALL RANGE BETWEEN 1.15 AND 1.80 LB/FT³ WITH A PREFERENCE TOWARDS THE LIGHTER MATERIAL. SEE SECTIONS FOR REQUIRED CORE THICKNESS.
7. PRIOR TO INSTALLING CONCRETE FILL, CLEAN SURFACE AND APPLY BONDING AGENT.

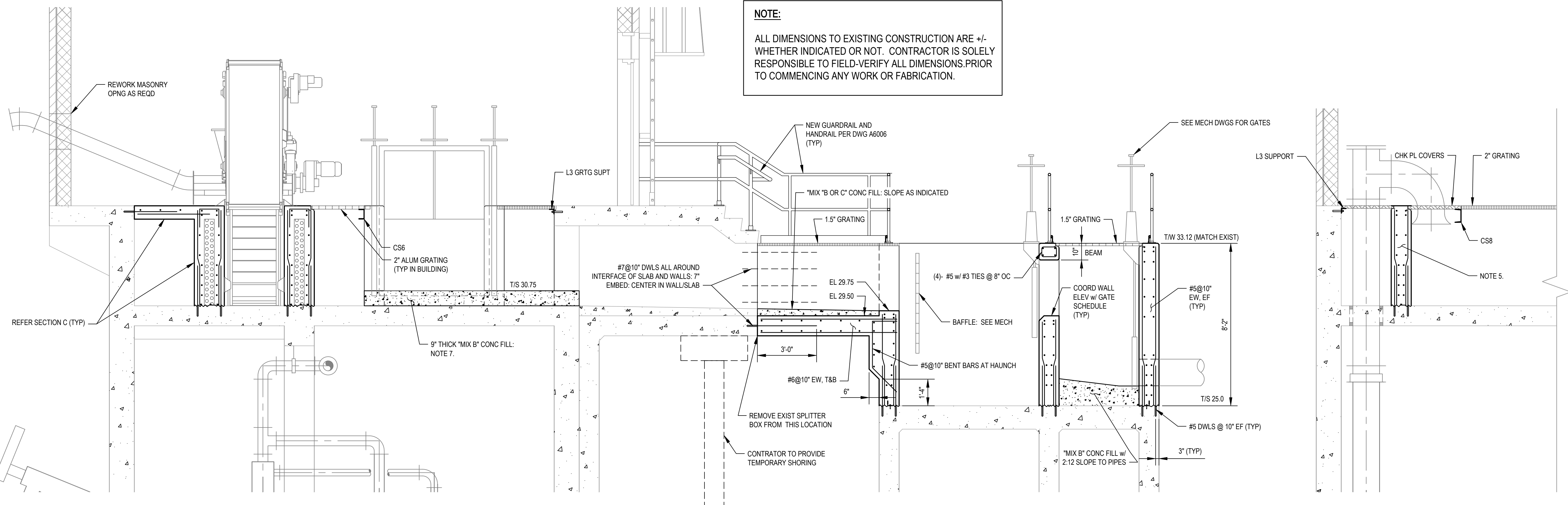


A
SECTION
S9101A SCALE: 3/8"=1'-0"



C
SECTION
S9101A SCALE: 3/8"=1'-0"

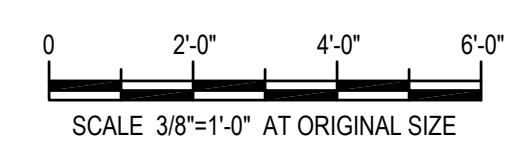
NOTE:
ALL DIMENSIONS TO EXISTING CONSTRUCTION ARE +/- WHETHER INDICATED OR NOT. CONTRACTOR IS SOLELY RESPONSIBLE TO FIELD-VERIFY ALL DIMENSIONS. PRIOR TO COMMENCING ANY WORK OR FABRICATION.



B
SECTION
S9101A SCALE: 3/8"=1'-0"

D
SECTION
S9101A SCALE: 3/8"=1'-0"

A	CONFORMED PER ADDENDA NOS. 1-5	LB	TAY	11/2019
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Drafting Check	K. LARSEN	Design Check	L. STURDEVANT
Project Manager	T. YOUNG	Date	03/20
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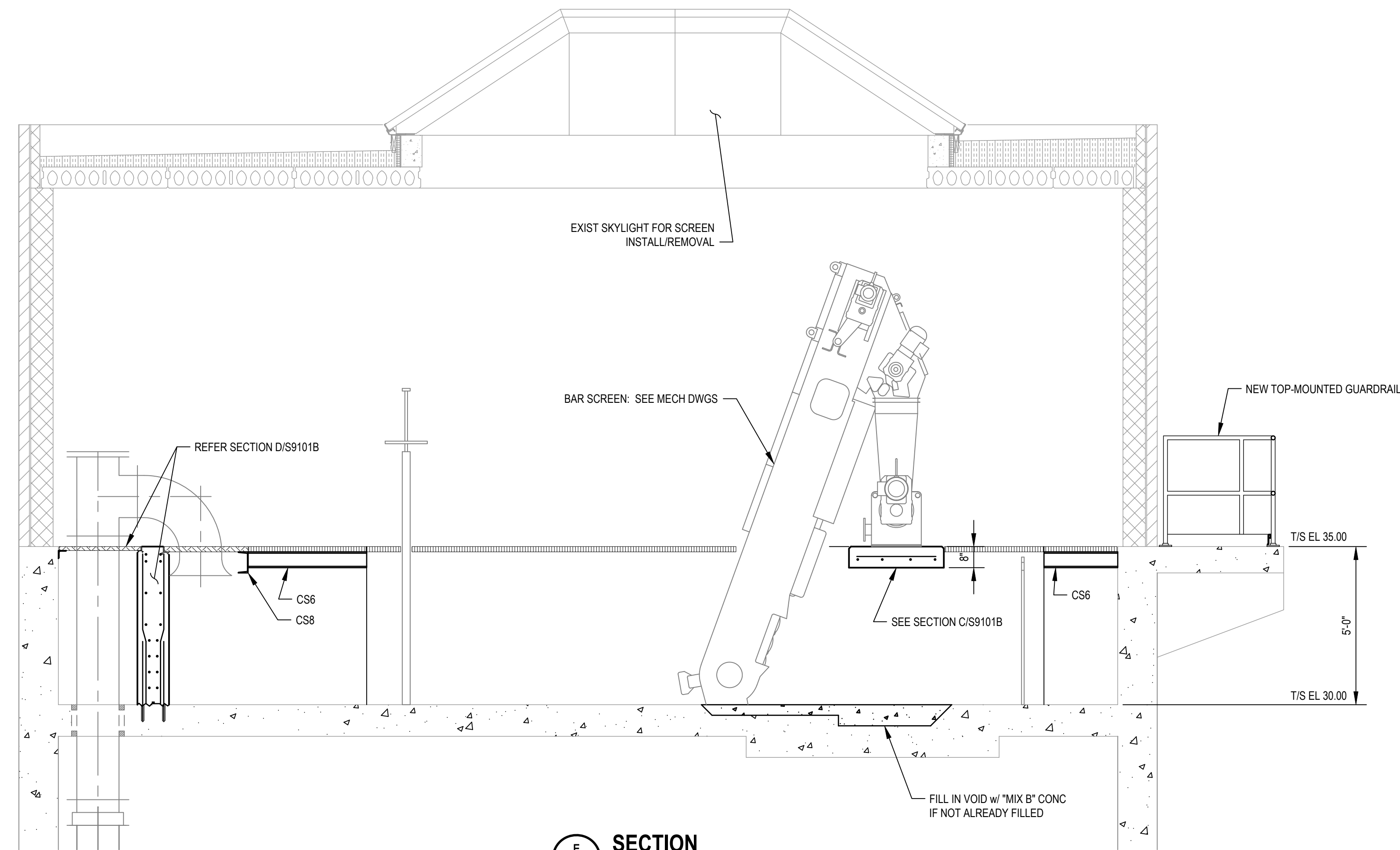
Client	SUSSEX COUNTY, DELAWARE
Project	SCRWF NO. 3 AND RBWWTP CIP PHASE 2 UPGRADES
Title	T-1 PRELIMINARY TREATMENT FACILITY & SPLITTER BOX No. 1
Section	SECTIONS 1
Project No.	11121182
Original Size	ANSI D
Sheet No.	RB-S9101B
Sheet	398 of 442

SHEET NOTES:

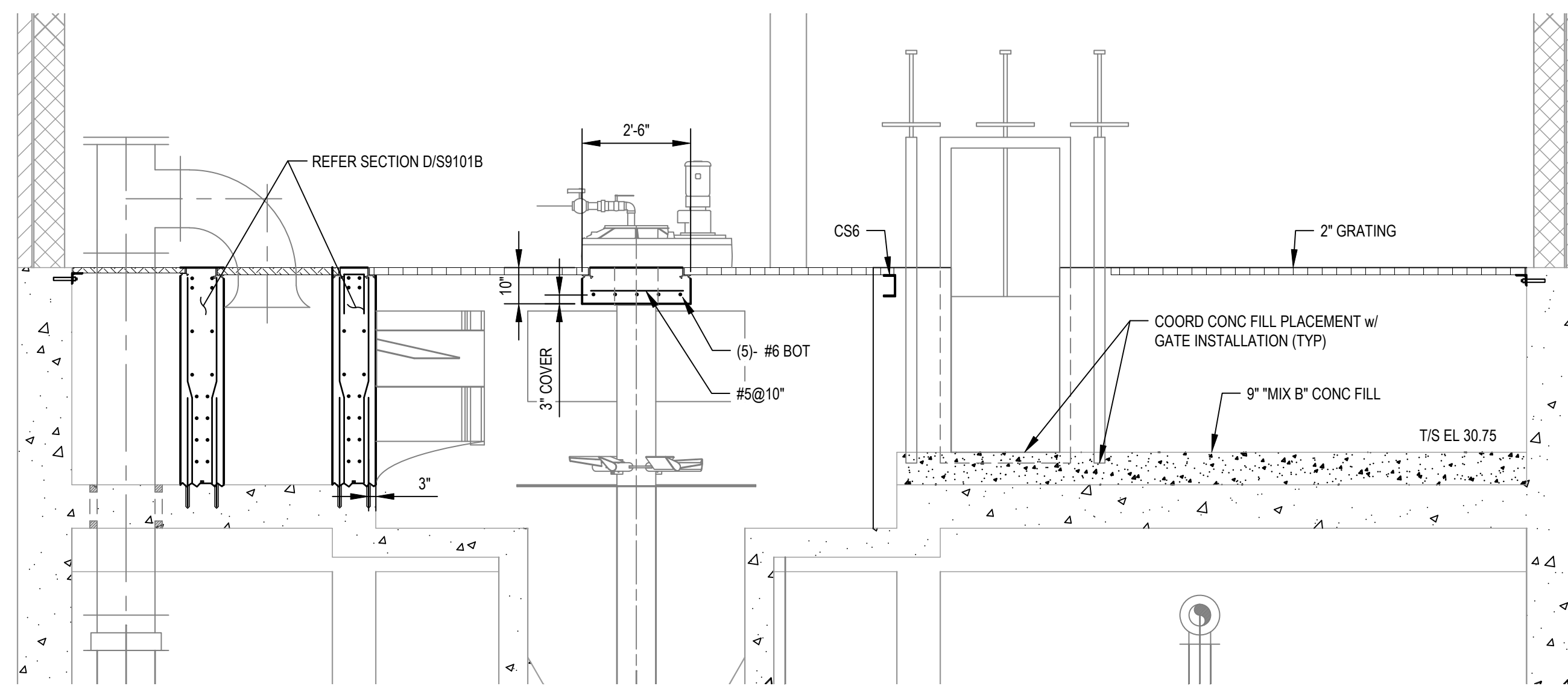
1. REFER SPECIFICATIONS 03721, 03732 AND 09852 FOR SURFACE REPAIR, PREPARATION AND PROTECTIVE COATING REQUIREMENTS.
2. ALL NEW AND EXISTING INTERIOR WALL AND SLAB SURFACES SHALL RECEIVE PROTECTIVE COATING PER SPEC SECTION 09852.
3. CONTRACTOR SHALL FIELD MEASURE FOR ALL ITEMS.

NOTE:

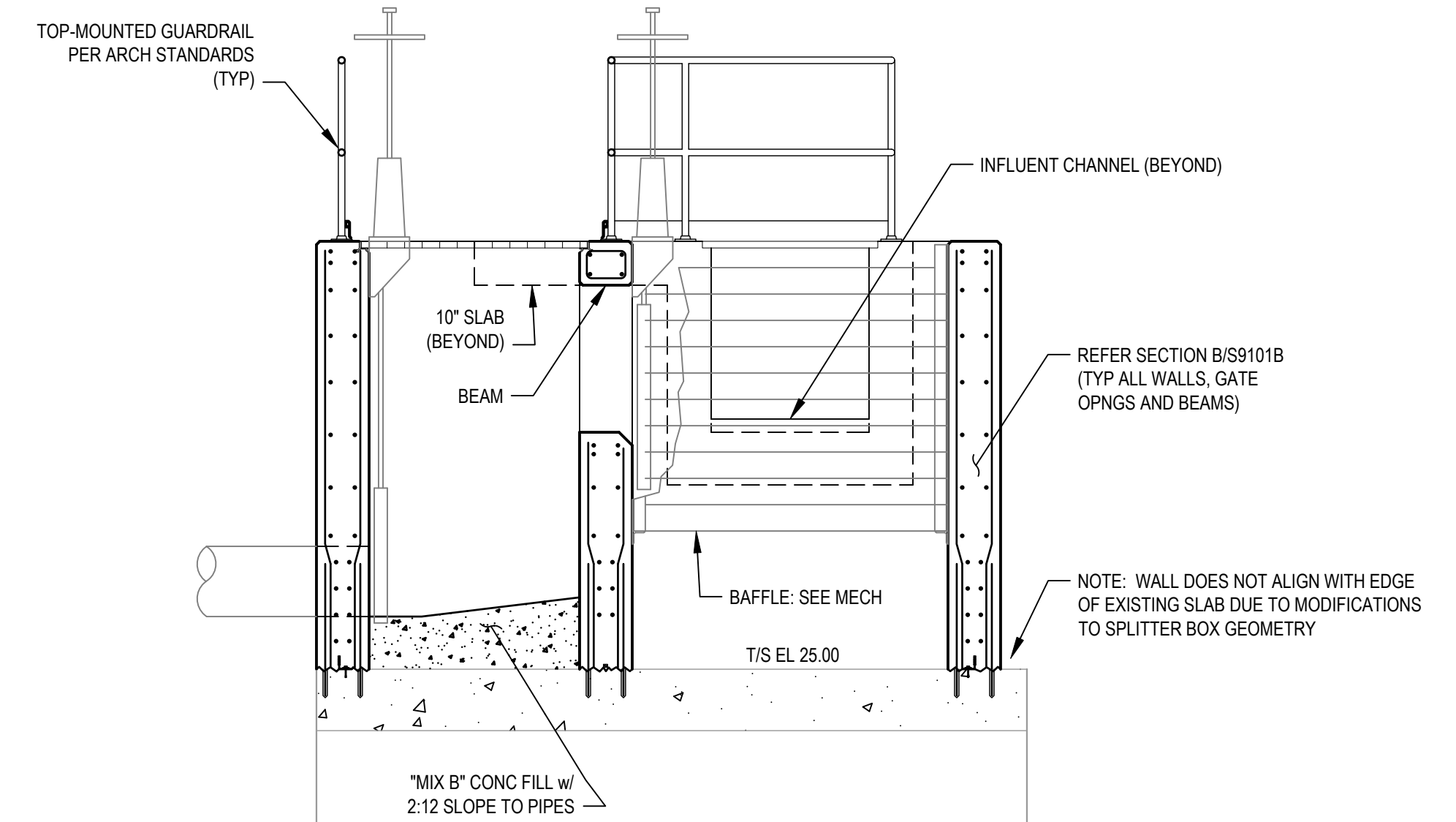
ALL DIMENSIONS TO EXISTING CONSTRUCTION ARE +/- WHETHER INDICATED OR NOT. CONTRACTOR IS SOLELY RESPONSIBLE TO FIELD-VERIFY ALL DIMENSIONS PRIOR TO COMMENCING ANY WORK OR FABRICATION.



E SECTION
S9101A SCALE: 3/8"=1'-0"

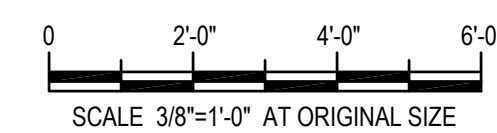


F SECTION
S9101A SCALE: 3/8"=1'-0"



G SECTION
S9101A SCALE: 3/8"=1'-0"

A	CONFORMED PER ADDENDA NOS. 1-5	LB	TAY	11/2019
0	FOR BID	MGH	TAY	08/2019
No.	Issue	Drawn	Approved	Date



Bar is one inch on original size sheet

Reuse of Documents
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Bowie MD 20715 USA
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Drawn	S. ANDERSON	Designer	S. ANDERSON
Drafting Check	K. LARSEN	Design Check	L. STURDEVANT
Project Manager	T. YOUNG	Date	03/20
This document shall not be used for construction unless signed and sealed for construction.		Scale	3/8" = 1'-0"

Client	SUSSEX COUNTY, DELAWARE		
Project	SCRWF NO. 3 AND RBWWTP CIP PHASE 2 UPGRADES		
Title	T-1 PRELIMINARY TREATMENT FACILITY & SPLITTER BOX No. 1 SECTIONS 2		
Project No.	11121182		
Original Size	ANSI D	Sheet No.	RB-S9101C
			Sheet 398 of 442

RBWWTP Phase 2 Cost Summary

Component	Bid	Award	Estimated Cost at Completion
Schedule B - General Construction, Lump Sum	\$ 1,523,576.00	\$ 1,523,576.00	\$ 1,523,576.00
Schedule D - General Construction, Unit Price	\$ 194,100.00	\$ 194,100.00	\$ 220,000.00
Schedule F - General Construction, Contingent Unit Price	\$ 108,650.00	\$ -	\$ 85,000.00
Schedule H - Electrical Construction, Lump Sum	\$ 5,777,342.00	\$ 5,777,342.00	\$ 5,777,342.00
Schedule J - Electrical Construction, Contingent Unit Price	\$ 314,750.00	\$ -	\$ 50,000.00
Schedule L - Electrical Construction, Allowances	\$ 85,000.00	\$ -	\$ -
Schedule N - Electrical Construction, Unit Price	\$ 4,375.00	\$ 4,375.00	\$ 3,250.00
Schedule P - General Construction, Allowances	\$ 45,000.00	\$ 45,000.00	\$ -
Change Orders - RFPs 04, 06, 13, 18, 21, 25	\$ -	\$ -	\$ 1,483,111.64
T&M Work (General Construction)	\$ -	\$ -	\$ 65,000.00
T-4C/D CCT Crack Repair (Planned)	\$ -	\$ -	\$ 15,000.00
T-1 Concrete Structure (Estimate)	\$ -	\$ -	\$ 1,043,243.92
GHD Services	\$ 1,600,000.00	\$ 1,600,000.00	\$ 1,600,000.00
Total	\$ 9,652,793.00	\$ 9,144,393.00	\$ 11,865,523.56

South Coastal RWF & Rehoboth Beach WTF Upgrade

3/9/2021

Vendor/Contract	Description	Contract Value
Michael F. Ronca & Sons, Inc.	SCRWF/RBWWTP General Construction	41,879,061.43
BW Electric Inc.	SCRWF/RBWWTP Electrical Construction	21,823,195.00
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
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/RBWWTP 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	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		76,449,058.75

green-yes

Council Grant Form

Legal Name of Agency/Organization	First State Community Action Agency, Inc. ✓
Project Name	Walker's Mill Community Center Building Repair
Federal Tax ID	51-0104704 OK
Non-Profit	Yes
Does your organization or its parent organization have a religious affiliation? (If yes, fill out Section 3B.)	No
Organization's Mission	To work towards the elimination of poverty and lessen the effects of poverty on people with low incomes
Address	308 N Railroad Ave
Address 2	
City	Georgetown
State	DE
Zip Code	19947
Contact Person	Jaime Sayler
Contact Title	Program Director
Contact Phone Number	3028567761

Contact Email Address jsayler@firststatecaa.org

Total Funding Request \$6,500

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

If YES, how much was received in the last 12 months? 1650

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, Health and Human Services

Program Category Other

Primary Beneficiary Category Youth

Beneficiary Category Other

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

140

Scope

The Walker's Mill Community Center is located in the Walker's Mill Mobile Home Community in rural Bridgeville. First State Community Action Agency has housed youth programs in this facility for many years. An afterschool program and Summer Camp for youth residing in the community and surrounding areas has been the primary building use however, the facility is also used to provide Case Management, Navigation support, and other community-based anti-poverty programming to families in need.

The roof of the Community Center developed a leak within the last year that damaged the ceiling inside. First State was able to tarp the roof to minimize the damage and maintain the structural integrity of the unit however, we have been unable to use the building due to safety concerns. During the spring and summer we provided education and enrichment programming to youth outside. We hosted food pantries and COVID vaccination events outside as well. With winter on the horizon and schools returning to session we know need in the community will remain great and our ability to offer services outdoors will be diminished as time passes.

If the building is repaired we will be able to resume indoor afterschool programming and learning pod activities with the approximately 40 youth who have attend. We will also be able to resume Case Management and other services for the overall population of the park and surrounding areas. We anticipate serving approximately 100 low-income individuals with those services in the next year.

Religious Components

N/A

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

0.00

Description

Construction

Amount

6,500.00

Description

Amount

Description

Amount

Description

Amount

Description

Amount

Description

Amount

Description

Amount

Description

Amount

TOTAL EXPENDITURES 6,500.00

TOTAL DEFICIT FOR PROJECT OR ORGANIZATION -6,500.00

Name of Organization First State Community Action Agency, Inc.

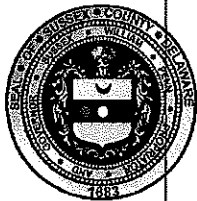
Applicant/Authorized Official Bernice Edwards

Date 07/28/2021

Affidavit Acknowledgement Yes

Mark as Spam in D3 Forms. Please do not mark as spam in your email client, as it will result in you no longer receiving D3 Forms notifications. Feel free to email info@d3forms.com with any questions.

Schaefer - yes



SUSSEX COUNTY GOVERNMENT

GRANT APPLICATION

SECTION 1 APPLICANT INFORMATION

ORGANIZATION NAME: Partnership for the Delaware Estuary, Inc.

PROJECT NAME: _____

FEDERAL TAX ID: 51-0375307 *ok* NON-PROFIT: YES NO

DOES YOUR ORGANIZATION OR ITS PARENT ORGANIZATION HAVE A RELIGIOUS AFFILIATION?
 YES NO *IF YES, FILL OUT SECTION 3B.

ORGANIZATION'S MISSION: The Partnership for the Delaware Estuary (PDE), host of the Delaware Estuary Program, leads science-based and collaborative efforts to improve the tidal Delaware River and Bay.
PDE serves as the administrative and fiscal host of the Delaware Resilient and Sustainable Communities League (RASCL), whose mission is to accelerate the capacity of all communities in the State of Delaware to undertake the necessary steps to become sustainable and resilient.

ADDRESS: 110 S. Poplar Street
Suite 202
Wilmington DE 19801
(CITY) (STATE) (ZIP)

CONTACT PERSON: Kate Hutelmyer
 TITLE: Collaborative Programs Manager
 PHONE: 3026554990 EMAIL: khutelmyer@delawareestuary.org

TOTAL FUNDING REQUEST: 3500

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

If YES, how much was received in the last 12 months? 3500

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

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

If YES, approximately what percentage of the project's funding does the Council grant represent? 2%

SECTION 2: PROGRAM DESCRIPTION

PROGRAM CATEGORY (choose all that apply)

- Fair Housing
 Infrastructure¹

- Health and Human Services
 Other Ecotourism

- Cultural
 Educational

BENEFICIARY CATEGORY

- Disability & Special Needs
 Elderly Persons
 Minority

- Victims of Domestic Violence
 Low to Moderate Income²
 Other General Public - Milford/Slaughter Beach Residents

- Homeless
 Youth

BENEFICIARY NUMBER

Approximately the total number of Sussex County Beneficiaries served annually by this program:
11,500

SECTION 3: PROGRAM SCOPE

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

Funds will go towards the development and promotion of an "ecotourism investment strategy" for the Mispillion and Cedar Creek Watersheds, which includes the Town of Slaughter Beach and the City of Milford. Importantly, this area is located between Bombay Hook and Prime Hook National Wildlife Refuges and is an internationally recognized flyway for migrating birds, including the threatened red knot species. Likewise, the small community of Slaughter Beach is a designated Horseshoe Crab Sanctuary and one of the highest horseshoe crab spawning areas in the world. Its residents are actively engaged in stewardship, earning the town a Community Wildlife Habitat certification by the National Wildlife Federation. Milford's rich history of shipbuilding and its identity is tied to the Mispillion River. Both communities involved in this project are highly vulnerable to flooding from storms and sea level rise. Slaughter Beach, in particular, has a majority of older residents and is bounded by agricultural land that is in danger of being lost to development and sea level rise. To date, there has been a lack of comprehensive planning that incorporates environmental valuation data for these communities. Without this kind of analysis, expanding development could threaten or stifle the local ecotourism industry and the natural resources upon which it depends.

A project team led by the Resilient and Sustainable Communities League (RASCL) and University of Delaware Sea Grant will oversee a vulnerability assessment and economic valuation of the natural resources in the area, producing a Benefit Cost valuation. These analyses, along with stakeholder and partner feedback, will guide future investment strategies for local ecotourism and community resilience. The intent is to identify investments that nurture ecotourism growth in and around these towns, benefiting the local economy, as well as result the restoration of natural resources such as wildlife habitat and marshlands. Results of the conditions assessment and economic valuation will be shared with local communities and the team is working to develop a brand and/or engagement strategies for the watershed.

Other partners of this project include the Partnership for the Delaware Estuary, Town of Slaughter Beach, City of Milford, Delaware Nature Society, University of Maryland Environmental Center, and DNREC. The partners have received both federal grant funds through the National Fish and Wildlife Foundation and County funds to carry out the project. These additional County funds will serve as required match dollars to help partners complete and promote the investment strategy.

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

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

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

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

SECTION 4: BUDGET

REVENUE		NFWF, Pew Charitable Trusts, Sussex County Council
Please enter the current support your organization receives for this project (not entire organization revenue if not applicable to request)		
TOTAL REVENUES		163,500.00
EXPENDITURES		
Please enter the total projected budget for the project (not entire organization expense if not applicable to request). Example of expenditure items: PERSONNEL-one lump sum that would include benefits, OPERATING COSTS-supplies, equipment, rent/lease, insurance, printing telephone, CONSTRUCTION/ACQUISITION-acquisition, development, rehab hard cost, physical inspections, architectural engineering, permits and fees, insurance, appraisal. (Put amounts in as a negative)		
Economic Analysis		-\$ 50,000.00
Personnel		-\$ 37,000.00
Travel and Supplies		-\$ 3,500.00
RASCL Partner Subcontracts		-\$ 26,500.00
Strategy Development Contractor		-\$ 40,000.00
Outreach and Engagement		-\$ 10,000.00
TOTAL EXPENDITURES		-\$ 167,000.00
TOTAL DEFICIT FOR PROJECT OR ORGANIZATION		-\$ 3,500.00

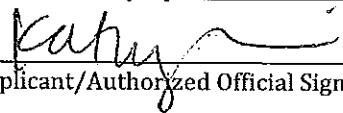
SECTION 5: STATEMENT OF ASSURANCES

If this grant application is awarded funding, the Partnership for the Delaware Estuary agrees that:
(Name of Organization)

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

SECTION 5: STATEMENT OF ASSURANCES (continued)

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



Applicant/Authorized Official Signature

9/2/2021

Date

Witness Signature

Date

Completed application can be submitted by:

Email: gjennings@sussexcountyde.gov

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

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

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

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

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

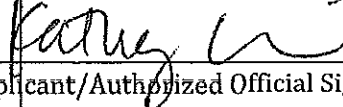
For non-religious organizations, all accounting records and supporting documentation shall be available for inspection by Sussex County within thirty (30) days after the organization's expenditure of the awarded funding, or within one year after the receipt of the awarded funds, whichever first occurs.

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

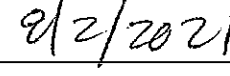
Certain programs are not eligible for funding pursuant to United States Constitution and State of Delaware Constitution. Those constitutional principles prohibit the use of funding to advance or inhibit religious activities. By signing below, the organization acknowledges that the funding shall be used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

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

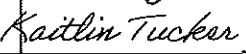
I acknowledge and represent on behalf of the applicant organization that I have read and understand the above statements.



Applicant/Authorized Official Signature



Title



Witness Signature

8/2/2021

Date

To Be Introduced 08/10/21

**Council District 4 - Hudson
Tax I.D. No. 134-7.00-143.00
911 Address: None Available**

ORDINANCE NO. ____

AN ORDINANCE TO GRANT A CONDITIONAL USE OF LAND IN AN AR-1 AGRICULTURAL RESIDENTIAL DISTRICT FOR A WAREHOUSING FACILITY WITH OFFICES TO BE LOCATED ON A CERTAIN PARCEL OF LAND LYING AND BEING IN BALTIMORE HUNDRED, SUSSEX COUNTY, CONTAINING 3.13 ACRES, MORE OR LESS

WHEREAS, on the 13th day of January 2021, a conditional use application, denominated Conditional Use No. 2263 was filed on behalf of Southern Comfort Delaware, LLC; and

WHEREAS, on the ____ day of _____ 2021, 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. 2263 be _____; and

WHEREAS, on the ____ day of _____ 2021, 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. 2263 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 west side of Irons Lane (S.C.R. 348) off Buckeye Lane, approximately 0.42 mile south of Holts Landing Road (S.C.R. 346) and being more particularly described in the attached legal description prepared by Tomasetti Law, LLC, said parcel containing 3.13 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 08/10/21

**Council District 1 - Vincent
Tax I.D. No. 231-12.00-40.01
911 Address: 24250 Old Meadow Road, Seaford**

ORDINANCE NO. ____

AN ORDINANCE TO GRANT A CONDITIONAL USE OF LAND IN AN AR-1 AGRICULTURAL RESIDENTIAL DISTRICT FOR A LANDSCAPING BUSINESS TO BE LOCATED ON A CERTAIN PARCEL OF LAND LYING AND BEING IN NANTICOKE HUNDRED, SUSSEX COUNTY, CONTAINING 0.68 ACRES, MORE OR LESS

WHEREAS, on the 26th day of February 2021, a conditional use application, denominated Conditional Use No. 2272 was filed on behalf of Charles Stanley; and

WHEREAS, on the ____ day of _____ 2021, 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. 2272 be _____; and

WHEREAS, on the ____ day of _____ 2021, 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. 2272 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 Nanticoke Hundred, Sussex County, Delaware, and lying on the northwest side of Old Meadow Road (S.C.R. 530) approximately 0.89 mile southwest of Old Furnace Road (S.C.R. 46) and being more particularly described in the attached legal description prepared by Moore & Rutt, P.A., said parcel containing 0.68 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 08/10/21

**Council District 4 - Hudson
Tax I.D. No. 134-9.00-27.00
911 Address: 38450 Hickman Road, Ocean View**

ORDINANCE NO. ____

AN ORDINANCE TO GRANT A CONDITIONAL USE OF LAND IN A C-1 GENERAL COMMERCIAL DISTRICT FOR A MICROBREWERY TO BE LOCATED ON A CERTAIN PARCEL OF LAND LYING AND BEING IN BALTIMORE HUNDRED, SUSSEX COUNTY, CONTAINING 2.35 ACRES, MORE OR LESS

WHEREAS, on the 29th day of April 2021, a conditional use application, denominated Conditional Use No. 2282 was filed on behalf of Lawrence Davies; and

WHEREAS, on the ____ day of _____ 2021, 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. 2282 be _____; and

WHEREAS, on the ____ day of _____ 2021, 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 XI, Subsection 115-79, Code of Sussex County, be amended by adding the designation of Conditional Use No. 2282 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 southeast corner of the intersection of Cedar Neck Road (S.C.R. 357) and Hickman Road (S.C.R. 359) and being more particularly described in the attached legal description prepared by Tunnel & Raysor, P.A., said parcel containing 2.35 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 08/10/21

Council District 4 - Hudson

Tax I.D. No. 234-23.00-262.00

911 Address: 31816 & 24882 Indian Mission Road, Millsboro

ORDINANCE NO. ____

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 A CERTAIN PARCEL OF LAND LYING AND BEING IN INDIAN RIVER HUNDRED, SUSSEX COUNTY, CONTAINING 1.76 ACRES, MORE OR LESS

WHEREAS, on the 26th day of February 2021, a zoning application, denominated Change of Zone No. 1940 was filed on behalf of Community Bank Delaware c/o Stephen W. Spence; and

WHEREAS, on the ____ day of _____ 2021, a public hearing was held, after notice, before the Planning and Zoning Commission of Sussex County and said Planning and Zoning Commission recommended that Change of Zone No. 1940 be _____; and

WHEREAS, on the ____ day of _____ 2021, a public hearing was held, after notice, before the County Council of Sussex County and the County Council of Sussex County has determined, based on the findings of facts, that said change of zone 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,

NOW, THEREFORE, THE COUNTY OF SUSSEX HEREBY ORDAINS:

Section 1. That Chapter 115, Article II, Subsection 115-7, Code of Sussex County, be amended by deleting from the Comprehensive Zoning Map of Sussex County the zoning classification of [AR-1 Agricultural Residential District] and adding in lieu thereof the designation C-2 Medium Commercial District 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 southwest corner of the intersection of Indian Mission Road (Route 5) and John J. Williams Highway (Route 24) and being more particularly described in the attached legal description prepared by Pennoni Associates, Inc., said parcel containing 1.76 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.

JAMIE WHITEHOUSE, AICP
DIRECTOR OF PLANNING & ZONING
(302) 855-7878 T
(302) 854-5079 F
jamie.whitehouse@sussexcountyde.gov



Sussex County

DELAWARE
sussexcountyde.gov

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: August 5, 2021

RE: County Council Report for CU 2250 filed on behalf of Paola Pacheco Vasquez

The Planning and Zoning Department received an application (CU 2250 filed on behalf of Paola Pacheco Vasquez) for a Conditional Use for parcel 230-12.00-10.04 for a construction business, work trailer, and outdoor storage. The property is within the Agricultural Residential (AR-1) Zoning District and is located on the northwest side of Clendaniel Road, approximately 0.65 mile west of DuPont Boulevard. The parcel size is 2.968 acres +/-.

The Planning and Zoning Commission held a public hearing on June 24, 2021. At the meeting of July 8, 2021 the Commission recommended approval of the application for the 6 reasons and subject to the 10 recommended conditions outlined within the motion (included below).

Below are the draft minutes from the Planning & Zoning Commission meeting of June 24, 2021 and the draft minutes from the Planning & Zoning Commission meeting of July 8, 2021.

Draft Minutes of the June 24, 2021 Planning & Zoning Commission Meeting

C/U 2250 – Paola Pacheco Vasquez

An Ordinance to grant a Conditional Use of land in an AR-1 Agricultural Residential District for a construction business, work trailer, and outdoor storage to be located on a certain parcel of land lying and being in Cedar Creek Hundred, Sussex County, containing 2.968 acres, more or less. The property is lying on the northwest side of Clendaniel Rd. (S.C.R. 625), approximately 0.65 mile west of Dupont Boulevard (Rt. 113). 911 Address: None Available. Tax Parcel: 230-12.00-10.04

Mr. Whitehouse advised the Commission that submitted into the record is a copy of the DelDOT Service Level Analysis, a Service Level Evaluation response, a copy of staff analysis, a copy of the Applicant's Indicative Site Plan, a copy of comments received from The Sussex County Engineering



Department Utility Planning Division, and have received zero comments.

The Commission found that Paola Pacheco was present on behalf of the Application, that she is the owner of the lot on Clendaniel Road; that she is requesting a Conditional Use of the land in an Agricultural Residential District to use for a small family-owned construction business; that the construction business builds concrete foundations.

Mr. Hopkins asked if there will be trailers or equipment to pour the concrete, how many employees there are if the employees drive to a central location or straight to the job sites, and if the location will be used for a residential home, what the hours of business will be and if a sign will be needed.

Ms. Pacheco stated they have mini excavators and a truck; that there are two employees, that the two employees occasionally drive to the job site; that she does plan to place a home on the parcel in the future, that the hours would be from 6:00 am to 5:00 pm and she would like to have a sign for the business.

Mr. Robertson requested more information about the surrounding neighborhood and that it looked mostly like farmland and trees.

Ms. Pacheco stated the area is quiet; that she has never seen her neighbors and she agreed it is mostly farmland and trees in the area.

Ms. Stevenson asked if anything dangerous would be stored on the property such as chemicals, gasoline, or fuel.

Ms. Pacheco stated nothing dangerous will be stored on the property.

Chairman Wheatley asked if any work will be done on the property site.

Ms. Pacheco stated all work is performed at the job sites; that only office work and business supplies are stored at this location.

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

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

In relation to Application C/U 2250 – Paola Pacheco Vasquez. Motion by Mr. Hopkins to defer action for further consideration, seconded by Ms. Stevenson. Motion carried 5-0.

Draft Minutes of the July 8, 2021 Planning & Zoning Commission Meeting

The Commission discussed this application which has been deferred since June 24, 2021.

Mr. Hopkins moved that the Commission recommend approval of C/U # 2250 for PAOLA PACHECO VASQUEZ for a Construction Business, Work Trailer and Outdoor Storage based upon the record made during the public hearing and for the following reasons:

1. The Applicant is in the business of constructing concrete foundations and footers for new buildings. There is a need for this type of use in Sussex County.
2. There will be no retail sales or similar business conducted from the site. It will only be used for storage of equipment associated with the Applicant's construction business.
3. The Applicant has stated that all work is performed offsite and that there will not be any dumping or storage of concrete or similar materials on the site.
4. The use does not require any regular deliveries. The only traffic is typically in the morning and afternoon when employees take the equipment to offsite job locations.
5. With the conditions and limitations of this approval, the use of the site for storage purposes will not adversely affect neighboring properties, roadways, or traffic.
6. The applicant has stated that his company provides a service to the construction industry in Sussex County. This use is of a public or semi-public character that will benefit the residents and businesses of Sussex County.
7. This recommendation is subject to the following conditions:
 - a. This use shall be limited to the Applicant's construction business with work trailer and equipment storage. No retail sales or other business shall be conducted from the site.
 - b. No manufacturing or concrete mixing shall occur on the site. This prohibition includes the shredding or grinding of any materials.
 - c. One lighted sign, not to exceed 32 square feet per side, shall be permitted.
 - d. Any security lighting shall be screened so that it does not shine on neighboring properties or roadways.
 - e. The applicant shall comply with all DeIDOT requirements, including any entrance or roadway improvements.
 - f. There shall be no dumping or storage of concrete or similar materials on the site.
 - g. All maintenance of vehicles and equipment shall be performed indoors or off-site.
 - h. The Final Site Plan shall clearly show all areas for vehicle and equipment storage and parking, and these areas shall be clearly marked on the site itself. There shall not be any parking or storage within the property's setbacks.
 - i. Failure to comply with any of these conditions shall be grounds for termination of the Conditional Use approval.
 - j. The Final Site Plan shall be subject to the review and approval of the Sussex County Planning and Zoning Commission.

Motion by Mr. Hopkins, seconded by Ms. Stevenson and carried unanimously to recommend approval of C/U 2250 for Paola Pacheco Vasquez for the reasons and conditions stated in the motion. Motion carried 5 – 0.

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, MRTPI, AICP
DIRECTOR OF PLANNING & ZONING

PLANNING AND ZONING AND COUNTY COUNCIL INFORMATION SHEET
Planning Commission Public Hearing Date: June 24, 2021

Application: CU 2250 Paola Pacheco Vasquez

Applicant: Paola Pacheco Vasquez
125 E. Holly Drive
Lincoln, DE 19960

Owner: Paola Pacheco Vasquez
125 E. Holly Drive
Lincoln, DE 19960

Site Location: NW/ Clendaniels Road (S.C.R. 625)

Current Zoning: Agricultural Residential (AR-1)

Proposed Use: No zoning change is proposed

Comprehensive Land
Use Plan Reference: Low Density

Councilmanic
District: Mrs. Green

School District: Milford School District

Fire District: Ellendale Fire Department

Sewer: Private, on-site septic

Water: Private, on-site septic

Site Area: 2.97 ac. +/-

Tax Map ID.: 230-12.00-10.04



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Sussex County

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Memorandum

To: Sussex County Planning Commission Members
From: Chase Phillips, Planner I
CC: Vince Robertson, Assistant County Attorney and applicant
Date: June 14th, 2021
RE: Staff Analysis for CU 2250 Paola Pacheco Vasquez

This memo is to provide background and analysis for the Planning Commission to consider as a part of application CU 2250 Paola Pacheco Vasquez to be reviewed during the June 24th, 2021 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 230-12.00-10.04 to allow for a Conditional Use of land in an Agricultural Residential (AR-1) Zoning District for a construction business, work trailer, and outdoor storage. The parcel is located on the northwest side of Clendaniel Road (S.C.R. 625), approximately 0.65 mile west of Dupont Boulevard in Lincoln. The area of the site is approximately 2.97 acres +/-.

The 2018 Sussex County Comprehensive Plan Update (Comprehensive Plan) provides a framework for 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 property has the land use designation of the "Low Density." All neighboring properties are also designated as "Low Density."

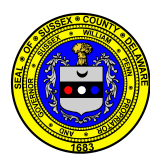
The Low-Density land use designation recognizes that a single-family detached home at a density of two homes per acre should be standard. Additionally, land within the Low-Density area is frequently utilized for agriculture and similar activities. The Comprehensive Plan directs land use in this designation to be compatible with surrounding agricultural uses and to maintain the rural landscape.

The property is within an Agricultural Residential (AR-1) Zoning District. Additionally, each adjacent parcel is also within the AR-1 Zoning District. Furthermore, staff note that many of the surrounding parcels of land are within agricultural easement(s) that are administered and managed by the State of Delaware.

Since 1971, there have been 15 Conditional Uses within a one-mile radius of the subject property. 12 have been approved. One application was been denied. One application was withdrawn. The decisions of two applications are unknown. Attached to this memo is a table that provides a summary of each application.

Based on the analysis provided, the Conditional Use to allow for a construction business with outside storage, subject to considerations of scale and impact, could be considered as being consistent with the land use, area zoning and surrounding uses.



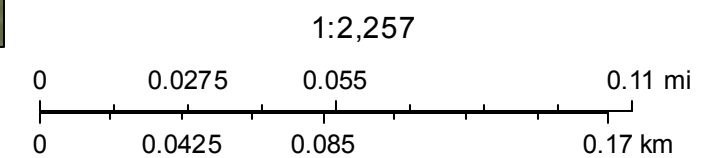


Sussex County



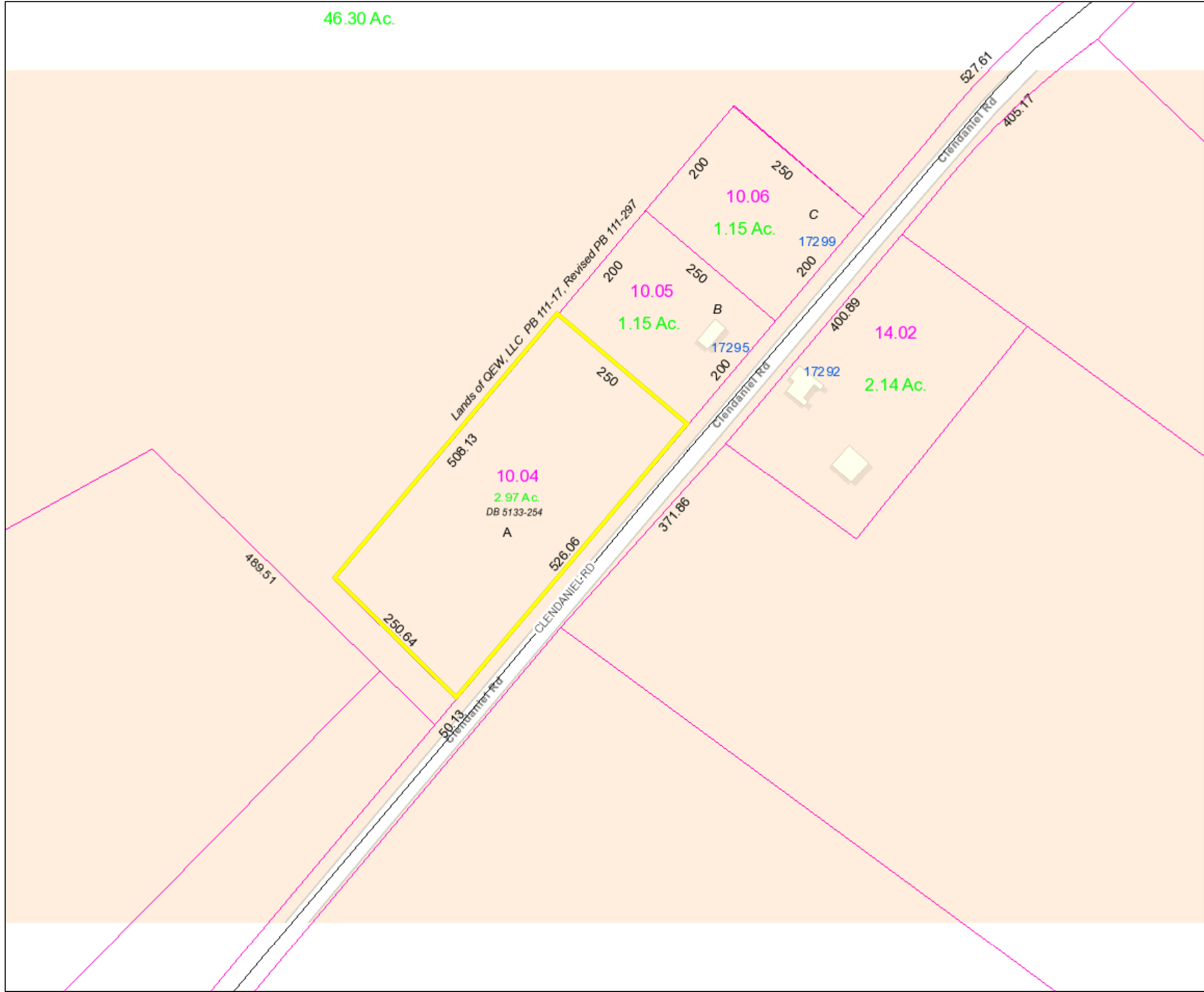
PIN:	230-12.00-10.04
Owner Name	VAZQUEZ PAOLA DE JESUS PACHECO
Book	5133
Mailing Address	125 E HOLLY DR
City	LINCOLN
State	DE
Description	N/RD 625
Description 2	W/RT 113
Description 3	LOT A
Land Code	

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- polygonLayer**
- Override 1
- Tax Parcels
- 911 Address
- Streets
- County Boundaries





Sussex County

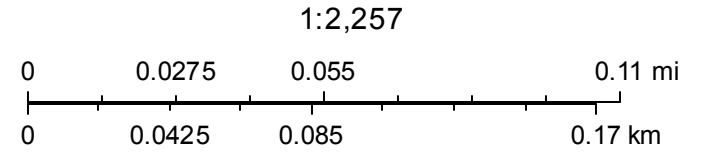


PIN:	230-12.00-10.04
Owner Name	VAZQUEZ PAOLA DE JESUS PACHECO
Book	5133
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State	DE
Description	N/RD 625
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Land Code	

- polygonLayer

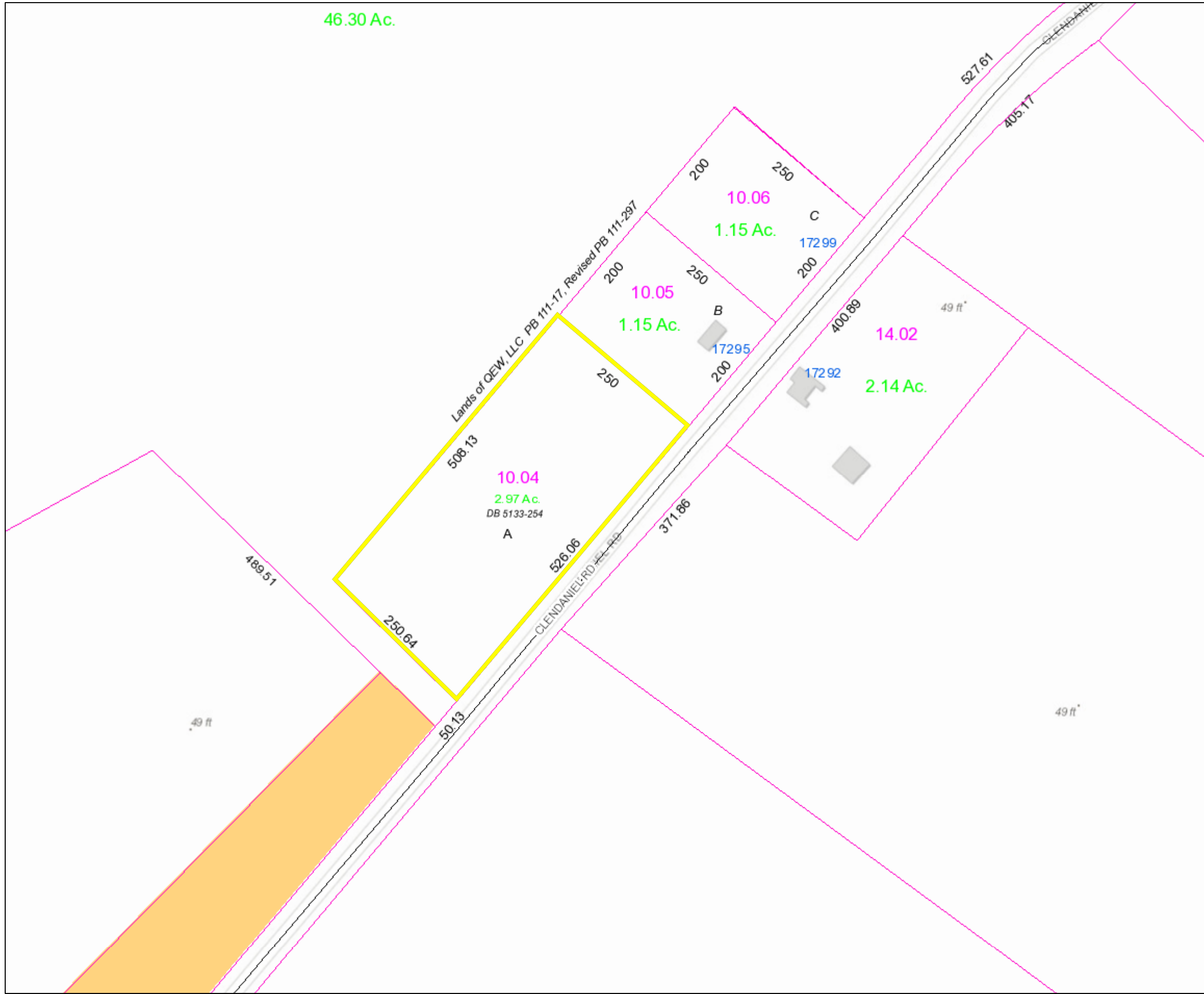
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- polygonLayer

Override 1
- Tax Parcels
- 911 Address
- Streets
- County Boundaries





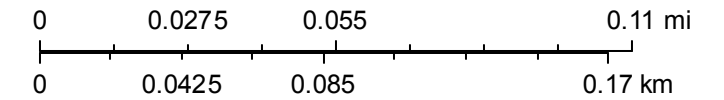
Sussex County



PIN:	230-12.00-10.04
Owner Name	VAZQUEZ PAOLA DE JESUS PACHECO
Book	5133
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City	LINCOLN
State	DE
Description	N/RD 625
Description 2	W/RT 113
Description 3	LOT A
Land Code	

- polygonLayer**
 - Override 1
- polygonLayer**
 - Override 1
- Tax Parcels
- 911 Address
- Streets

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**Council District 2: Green
Tax I.D. No. 230-12.00-10.04
911 Address: None Available**

ORDINANCE NO. ____

AN ORDINANCE TO GRANT A CONDITIONAL USE OF LAND IN AN AR-1 AGRICULTURAL RESIDENTIAL DISTRICT FOR A CONSTRUCTION BUSINESS, WORK TRAILER, AND OUTDOOR STORAGE TO BE LOCATED ON A CERTAIN PARCEL OF LAND LYING AND BEING IN CEDAR CREEK HUNDRED, SUSSEX COUNTY, CONTAINING 2.968 ACRES, MORE OR LESS.

WHEREAS, on the 10th day of November 2020, a conditional use application, denominated Conditional Use No. 2250 was filed on behalf of Paola Pacheco Vazquez; and

WHEREAS, on the ____ day of _____ 2021, 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. 2250 be _____; and

WHEREAS, on the ____ day of _____ 2021, 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. 2250 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 Cedar Creek Hundred, Sussex County, Delaware, and lying on the northwest side of Clendaniel Rd. (S.C.R. 625), approximately 0.65 mile west of Dupont Boulevard (Rt. 113), and being more particularly described in the attached deed, prepared by Parsons and Robinson, P.A., said parcel containing 2.968 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.

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Sussex County

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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: August 5, 2021

RE: County Council Report for CU 2254 filed on behalf of Richard L. Tilghman, Jr. and Kelsey R. Dickerson Tilghman

The Planning and Zoning Department received an application (CU 2254 filed on behalf of Richard L. Tilghman, Jr. and Kelsey R. Dickerson Tilghman) for a Conditional Use for parcel 532-19.00-52.00 for an auto glass tinting shop at 8227 W. Line Road, Delmar. The property is within the General Residential (GR) Zoning District. The parcel size is 1.021 acres +/-.

The Planning and Zoning Commission held a public hearing on June 24, 2021. At the meeting of July 8, 2021 the Commission recommended approval of the application for the 6 reasons and subject to the 8 recommended conditions outlined within the motion (included below).

Below are the draft minutes from the Planning & Zoning Commission meeting of June 24, 2021 and the draft minutes from the Planning & Zoning Commission meeting of July 8, 2021.

Draft Minutes of the June 24, 2021 Planning & Zoning Commission Meeting

C/U 2254 – Richard L. Tilghman, Jr. and Kelsey R. Dickerson Tilghman

An Ordinance to grant a Conditional Use of land in an GR General Residential District for an auto glass tinting shop to be located on a certain parcel of land lying in and being in Little Creek Hundred, Sussex County, containing 1.021 acres, more or less. The property is lying on north side of West Line Rd. (S.C.R. 512), approximately 0.24 mile east of Old Racetrack Road (S.C.R. 502). 911 Address: 8227 W. Line Rd., Delmar. Tax Parcel: 532-19.00-52.00

Mr. Whitehouse advised the Commission that submitted into the record is a copy of the Applicant's Conceptual Site Plan, a copy of the DelDOT Service Level Evaluation Response, a copy of the staff analysis, a letter from The Sussex County Engineering Department Utility Planning Division, and zero



COUNTY ADMINISTRATIVE OFFICES
2 THE CIRCLE | PO BOX 417
GEORGETOWN, DELAWARE

comments.

The Commission found that Mr. Richard Tilghman was present on behalf of the Application, that he is applying for a Condition Use to build a 26x30 pole building to operate a window tinting business out of; that he has been in the window tinting business for 11 years and his side projects have become great enough to venture on his own; that the average job takes approximately two hours; that once the business is fully established he plans to work on up to four cars a day; that it will be about an 8-hour workday; that he plans to begin at 9:00 am but could begin as early as 7:00 am based off his customers' availability; that if a customer is waiting, the job normally takes two hours; that if he had a car for a longer timeframe it is normally dropped off the night before and picked up the day of the appointment and it is rare he would have a car overnight or more than 24 hours.

Ms. Stevenson asked how many days a week would he be open for business.

Mr. Tilghman stated five days a week.

Ms. Wingate asked if he began work at 7:00 am would the end of the workday be 5:00 pm, that he would have up to 4 cars at a time on a lot, that the business is for tinting car and truck windows, where materials would be stored, if there would be any noise associated with his work, if Mr. Tilghman is the only employee and if a business sign is needed.

Mr. Tilghman stated 5:00 pm would end his workday, that at one time he could have up to four cars on the lot, that the business is for the tinting of vehicle windows; that all material would be stored in the pole building; that no noise will be associated with his work; that he would be the only employee; that he would like a small sign; that he does not plan to advertise near the road or publicly; that all business is by word of mouth; that he plans to start a small Facebook page but business will be by appointment only and his address will only be given after the appointment is made.

Mr. Robertson asked what the area is like and what is around the parcel.

Mr. Tilghman stated the nearest neighbor to the right of the property is about 0.5-mile down the road; that there are four manufactured homes to the left of the property and a home on the other side of the manufactured homes; that mostly the area is a lot of woods; that he has not spoken to the neighbors in the 5 years he has lived there, that he has spoken to Mr. Wiley Wise on lot 49 who did not express any opposition.

The Commission found there was no one present in person or by teleconference in support or opposition to the Application.

With no further questions, Chairman Wheatley closed the public hearing.

In relation to Application C/U 2254 – Richard Tilghman. Motion by Ms. Wingate to defer action for further consideration, seconded by Ms. Stevenson. Motion carried 5-0.

Draft Minutes of the July 8, 2021 Planning & Zoning Commission Meeting

The Commission discussed this application which has been deferred since June 24, 2021.

Ms. Wingate moved that the Commission recommend approval of C/U # 2254 for RICHARD TILGHMAN, JR. and KELSEY R. DICKERSON for an Auto Glass Tinting Shop based upon the record made during the public hearing and for the following reasons:

1. The Applicant seeks approval for a small glass-tinting business to occur within an existing pole building.
2. The Applicant has stated that there will only be three to four cars serviced at any one time and the use will not require extensive deliveries to or from the site. As a result, the use will not generate a significant amount of traffic.
3. The use does not generate any noise or odors.
4. The Applicant has stated that all materials will be stored inside.
5. The use will not adversely affect neighboring properties.
6. No parties appeared in opposition to the application.
7. This recommendation is subject to the following conditions:
 - a. The use shall be limited to a glass-tinting business. No other uses or sales shall occur on the property.
 - b. The glass-tinting operation shall only occur within the existing pole building, and all materials shall be stored within the building.
 - c. The hours of operation shall be limited to 7:00 a.m. until 5:00 p.m.
 - d. Signage shall be limited to one lighted sign along the roadway not to exceed thirty-two (32) square feet in size.
 - e. All parking areas shall be shown on the Final Site Plan and clearly marked on the site itself.
 - f. All entrances shall be subject to all DelDOT requirements.
 - g. Failure to comply with any of these conditions of approval shall be grounds for termination of this conditional use approval.
 - h. The Final Site Plan shall be subject to the review and approval of the Sussex County Planning and Zoning Commission.

Motion by Ms. Wingate, seconded by Ms. Stevenson and carried unanimously to recommend approval of C/U 2254 for Richard Tilghman, Jr. and Kelsey R. Dickerson for the reasons and conditions stated in the motion. Motion carried 5 – 0.

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, MRTPI, AICP
DIRECTOR OF PLANNING & ZONING

PLANNING AND ZONING AND COUNTY COUNCIL INFORMATION SHEET
Planning Commission Public Hearing Date: June 24, 2021

Application: CU 2254 Richard L. Tilghman Jr. and Kelsey R. Dickerson

Applicant: Richard L. Tilghman Jr. & Kelsey R. Dickerson
8227 W. Line Road
Delmar, DE 19940

Owner: Richard L. Tilghman Jr. & Kelsey R. Dickerson
8227 W. Line Road
Delmar, DE 19940

Site Location: 8227 W. Line Road
Delmar, DE 19940

Current Zoning: General Residential (GR)

Proposed Use: No zoning change is proposed

Comprehensive Land
Use Plan Reference: Developing Area

Councilmanic
District: Mr. Rieley

School District: Delmar School District

Fire District: Delmar Fire Department

Sewer: Private, on-site septic

Water: Private, on-site septic

Site Area: 1.021 ac. +/-

Tax Map ID.: 532-19.00-52.00



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Sussex County

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Memorandum

To: Sussex County Planning Commission Members
From: Chase Phillips, Planner I
CC: Vince Robertson, Assistant County Attorney and applicant
Date: June 14th, 2021
RE: Staff Analysis for CU 2254 Richard Tilghman and Kelsey Dickerson Tilghman

This memo is to provide background and analysis for the Planning Commission to consider as a part of application CU 2254 Richard Tilghman to be reviewed during the June 24th, 2021 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 532-19.00-52.00 to allow for a Conditional Use of land in a General Residential (GR) Zoning District for an auto glass tinting shop. The parcel is located on the north side of West Line Road (S.C.R. 512), approximately 0.24 mile east of Old Racetrack Road (S.C.R. 502), in Delmar. The area of the site is approximately 1.021 acre +/- . The state boundary between Maryland and Delaware is on the south side of West Line Road (S.C.R. 502).

The 2018 Sussex County Comprehensive Plan Update (Comprehensive Plan) provides a framework for 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 property has the land use designation of the “Developing Area” All neighboring properties are also designated as “Developing Area.”

The Developing Area land use designation recognizes that a range of housing types should be permitted. These types include single-family homes, townhouses, and multifamily units. Commercial uses could be considered at appropriate intersections and corridors. A variety of office uses would be appropriate in many areas. Appropriate mixed-use development should also be allowed. This designation also recognizes a careful mixture of homes with light commercial, office and institutional uses can be appropriate to provide convenient service.

The property is within a General Residential (GR) Zoning District. Additionally, each adjacent parcel is also within the GR Zoning District. Parcels on the southern side of West Line Road are within the Agricultural – Rural (A-1) Zoning District as regulated by Wicomico County, Maryland.

Since 1971, there have been 16 Conditional Uses within a one-mile radius of the subject property. Ten applications have been approved. Three applications have been denied. Three applications were withdrawn. Attached to this memo is a table that provides a summary of each application as well as a map that depicts all locations relative to the subject property.



Based on the analysis provided, the Conditional Use to allow for an auto glass tinting shop, subject to considerations of scale and impact, could be considered as being consistent with the land use, area zoning and surrounding uses.

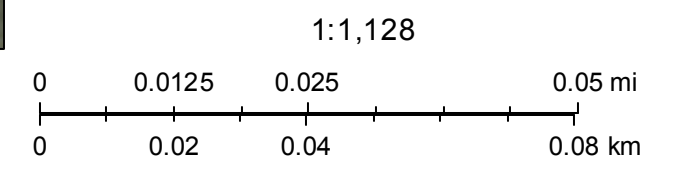


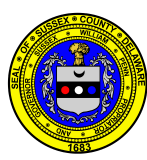
Sussex County



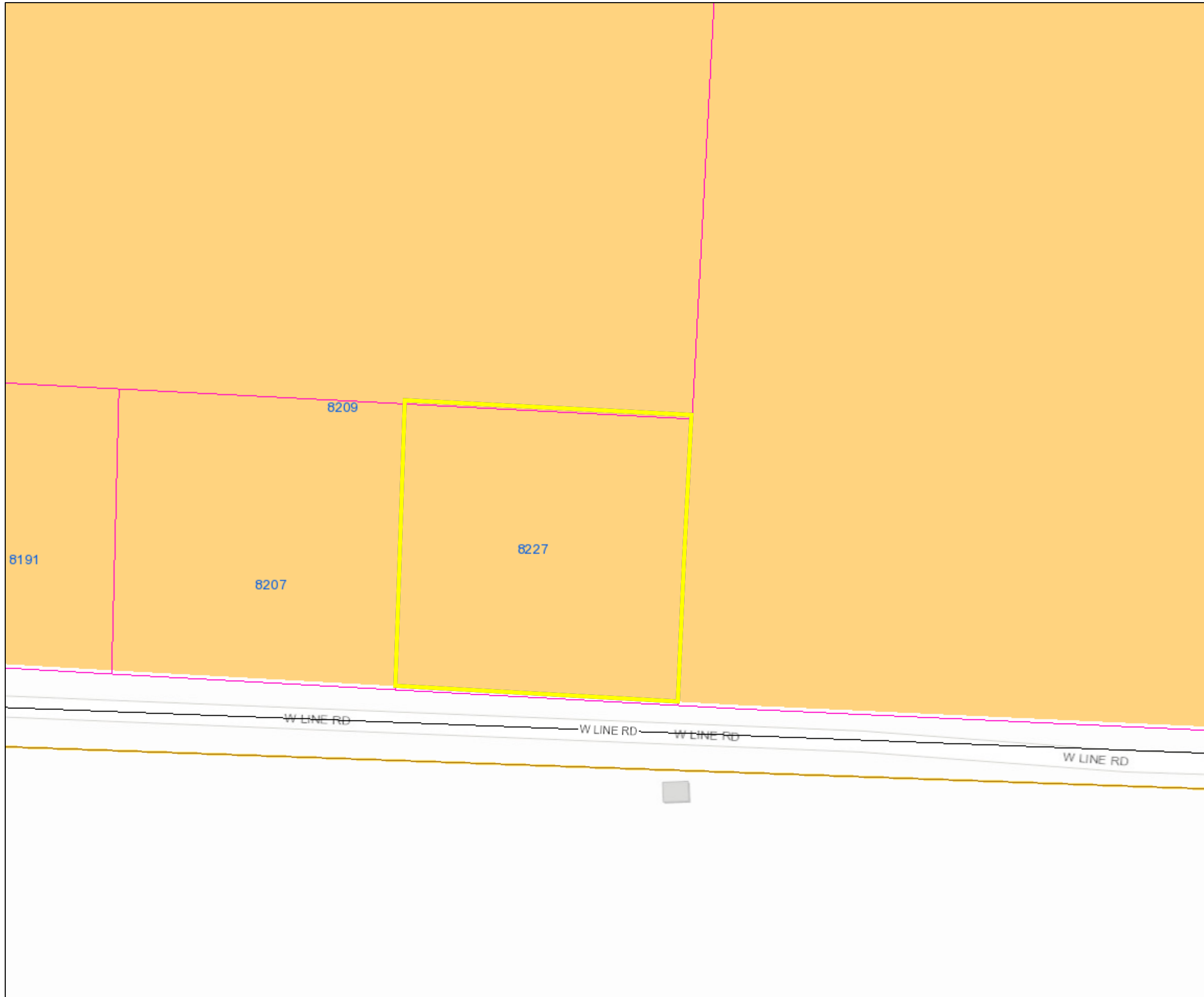
PIN:	532-19.00-52.00
Owner Name	TILGHMAN RICHARD L JR
Book	4632
Mailing Address	8227 W LINE RD
City	DELMAR
State	DE
Description	N / MD LINE RD
Description 2	512
Description 3	N/A
Land Code	

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Override 1
- polygonLayer**
Override 1
- Tax Parcels
- 911 Address
- Streets
- County Boundaries





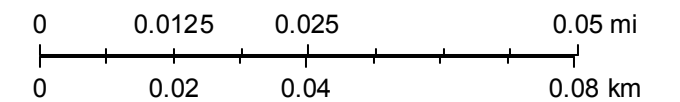
Sussex County



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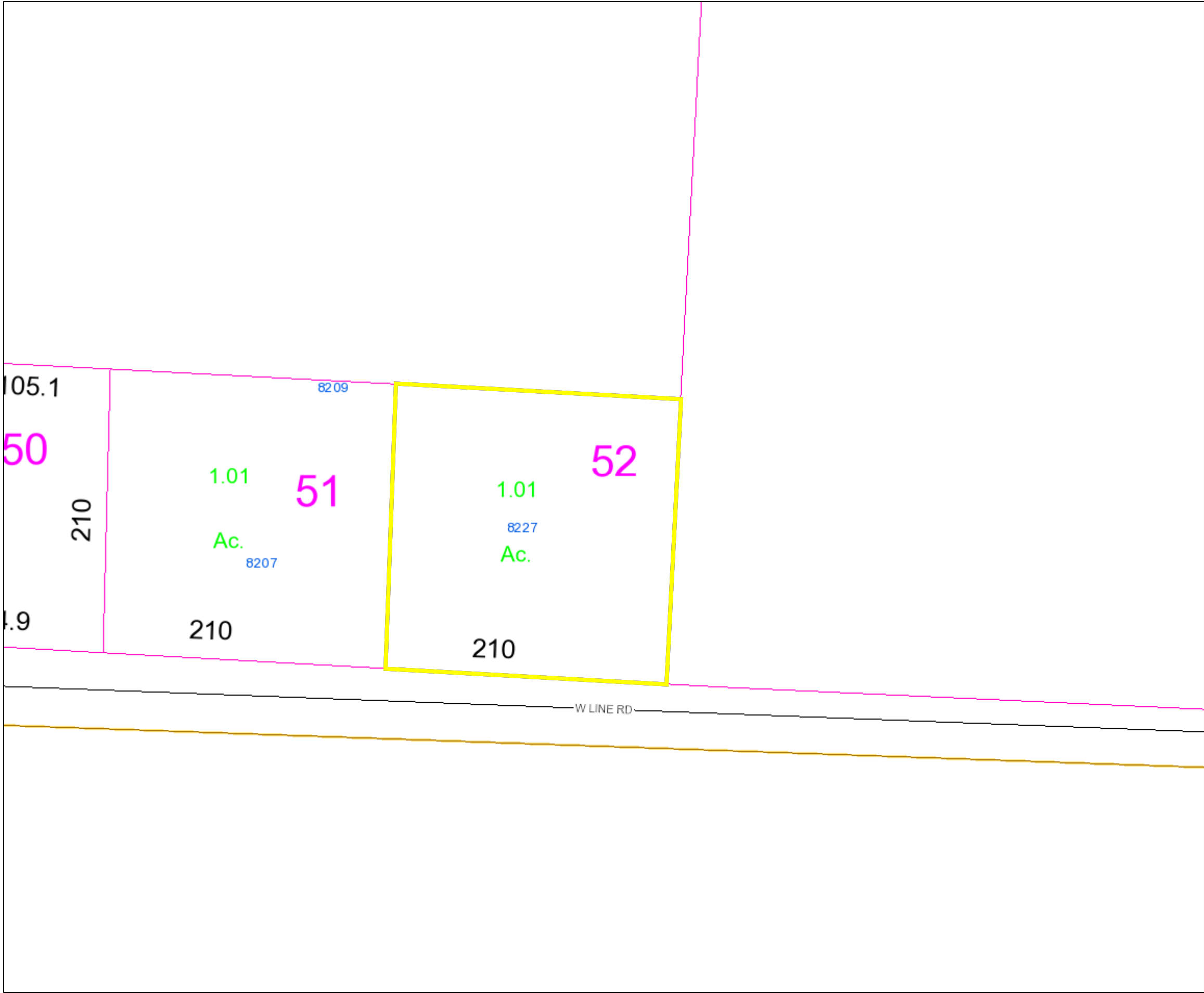
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- Tax Parcels
- 911 Address
- Streets

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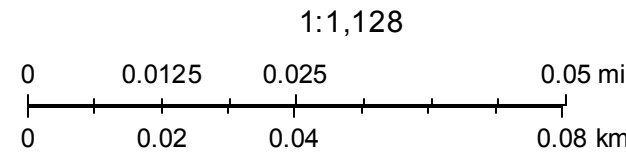


Sussex County

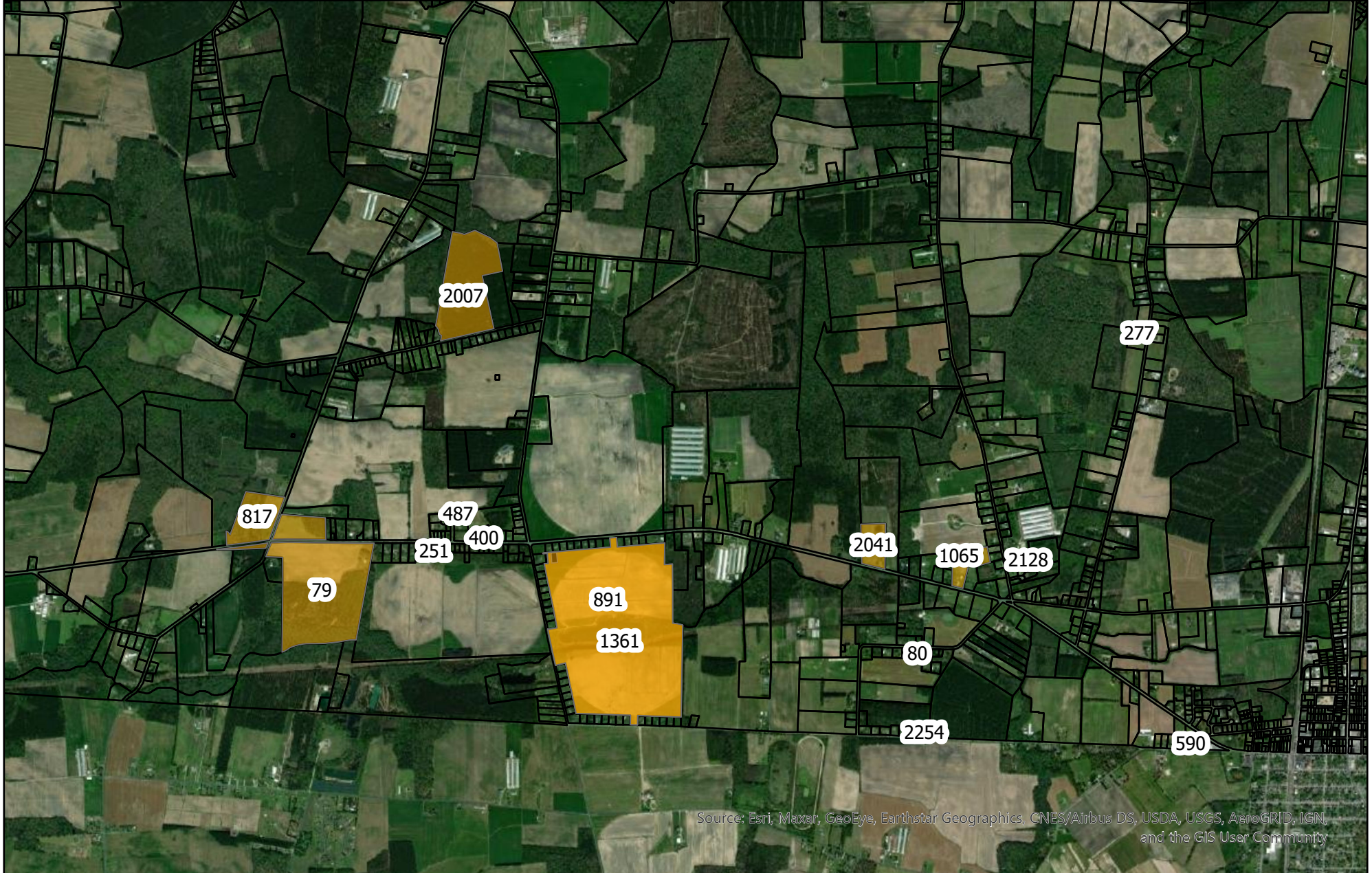


PIN:	532-19.00-52.00
Owner Name	TILGHMAN RICHARD L JR
Book	4632
Mailing Address	8227 W LINE RD
City	DELMAR
State	DE
Description	N / MD LINE RD
Description 2	512
Description 3	
Land Code	

- polygonLayer**
- Override 1
- polygonLayer**
- Override 1
- Tax Parcels
- 911 Address
- Streets
- County Boundaries



All Conditional Uses Within One Mile of CU 2254 (Richard Tilghman)



Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community



0 0.25 0.5 1 Miles

Please see attached table for interpretation and all attributes

CU #	Tax Parcel #	APPLICANT	Proposed Use	P&Z Decision	P&Z Decision Date	CC Decision Date	CC Decision
590	532-20.00-32.00	Daniel L. Ward	Repair Shop	<Null>	<Null>	<Null>	Approved
2254	532-19.00-52.00	Richard L. Jr. & Kelsey R. Dickerson Tighman	Auto Glass Tinting Shop	<Null>	<Null>	<Null>	<Null>
80	532-19.00-40.00	Woodrow Humphries	car sales lot	N/A	<Null>	<Null>	Approved
1361	532-19.00-1.00	Joseph & Daniel Moore	relocation & amend CU 891 borrow pit	Recommended Approval	10/12/2000	2/20/2001	Approved
79	532-18.00-18.00	Robert Hastings	car sales lot	N/A	<Null>	<Null>	Approved
251	532-18.00-30.00	Lloyd L. Adkins	automobile repair shop & sales	N/A	<Null>	<Null>	Denied
2041	532-19.00-7.00	Scott Randall Witzke	Retail Auto Sales	Recommended Approval	2/11/2016	6/7/2016	Approved
1065	532-19.00-12.08	Joseph Mast	multi-family	Recommended Denial	3/10/1994	3/29/1994	Denied
277	532-13.00-4.00	Richard E Johnson t/a Johnson's Used Cars	automotive repair shop & used car lot	N/A	<Null>	<Null>	Approved
817	532-18.00-7.00	William Edward Hastings	amend CU 79 removal of 10-yr time limit	Recommended Approval	3/28/1985	4/23/1985	Approved
2128	532-19.00-12.21	Larry Martin	Auto Repair Shop	Recommended Approval	6/14/2018	10/23/2018	Approved
487	532-18.00-27.00	Carroll Gravenor	auto sales lot & office	N/A	<Null>	<Null>	Withdrawn
2007	532-11.00-25.00	Delaware Electric Cooperative, Inc.	ELECTRICAL SUBSTATION	Recommended Approval	2/12/2015	3/31/2015	Approved
383	532-18.00-27.00	Gravenor	Used Car Sales & Salvage	N/A	<Null>	<Null>	Withdrawn
400	532-18.00-27.00	Carroll's Used Cars	Used Car Sales	N/A	<Null>	<Null>	Withdrawn
422	532-18.00-27.00	Carroll Gravenor t/a Carroll's Used Cars	Used Car Sales Lot & Building	N/A	<Null>	6/28/1977	Denied
891	532-19.00-1.00	Joseph & Daniel Moore	Borrow Pit	Recommended Approval	10/13/1988	12/27/1988	Approved

Introduced 03/23/21

**Council District Mr. Rieley
Tax I.D. 532-19.00-52.00
911 Address: 8227 W. Line Rd., Delmar**

ORDINANCE NO. ____

AN ORDINANCE TO GRANT A CONDITIONAL USE OF LAND IN A GR GENERAL RESIDENTIAL DISTRICT FOR AN AUTO GLASS TINTING SHOP TO BE LOCATED ON A CERTAIN PARCEL OF LAND LYING AND BEING IN LITTLE CREEK HUNDRED, SUSSEX COUNTY, CONTAINING 1.021 ACRES, MORE OR LESS

WHEREAS, on the 12th day of December 2020, a conditional use application, denominated Conditional Use No. 2254 was filed on behalf of Richard L., Jr. & Kelsey R. Dickerson Tilghman; and

WHEREAS, on the ____ day of _____ 2021, 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. 2254 be _____; and

WHEREAS, on the ____ day of _____ 2021, 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 115, Subsection 115-39, Code of Sussex County, be amended by adding the designation of Conditional Use No. 2254 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 Little Creek Hundred, Sussex County, Delaware, and lying on the north side of West Line Rd. (S.C.R. 512), approximately 0.24 mile east of Old Racetrack Road (S.C.R. 502) and being more particularly described in the attached deed prepared by Sergovic, Carmean, Weidman, McCartney & Owens, P.A., said parcel containing 1.021 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.

JAMIE WHITEHOUSE, AICP
DIRECTOR OF PLANNING & ZONING
(302) 855-7878 T
(302) 854-5079 F
jamie.whitehouse@sussexcountyde.gov



Sussex County

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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: August 6, 2021

RE: County Council Report for CU 2259 filed on behalf of The Evergreene Companies, LLC
c/o Tim Naughton

The Planning and Zoning Department received an application (CU 2259 filed on behalf of The Evergreene Companies, LLC c/o Tim Naughton) for a Conditional Use for parcel 134-13.00-72.02 for multi-family dwelling units (30 units). The property is lying on the north side of Fred Hudson Road (S.C.R. 360), approximately 0.25 mile east of Cedar Neck Road (S.C.R. 357). The property is within the Medium Density Residential (MR) Zoning District. The parcel size is 11.96 acres +/-.

The Planning and Zoning Commission held a public hearing on June 24, 2021. At the meeting of July 8, 2021 the Commission discussed the application and deferred for further consideration. At the meeting of July 22, 2021, the Commission recommended approval of the application for the 8 reasons and subject to the 19 recommended conditions outlined within the motion (included below).

Below are the draft minutes from the Planning & Zoning Commission meetings of June 24, 2021, July 8, 2021 and July 22, 2021.

Draft Minutes of the June 24, 2021 Planning & Zoning Commission Meeting

Ms. Wingate recused herself from the next case and left Council Chambers.

C/U 2259 Evergreene Companies, LLC

An Ordinance to grant a Conditional Use of land in an MR Medium-Density Residential Zoning District for multi-family dwelling units (30 units) to be located on a certain parcel of land lying and being in Baltimore Hundred, Sussex County, containing 11.96 acres, more or less. The property is lying on the north side of Fred Hudson Road (S.C.R. 360), approximately 0.25 mile east of Cedar Neck Road (S.C.R. 357). 911 Address: N/A Tax Parcel: 134-13.00-72.02



Mr. Whitehouse advised the Commission that submitted into the record is a copy of the Applicant's exhibit booklet, a copy of the Applicant's Conceptual Site Plan, a copy of PLUS comments, a copy of the Applicant's response to the PLUS comments, a copy of the Applicant's Source Water Protection letter, a copy of the staff analysis, a copy of TAC comments including comments from DelDOT and The US Department of Agriculture, a letter from The Sussex County Engineering Department Utility Planning Division and a letter from The Division of Public Health Engineering Office, a copy of the DelDOT Service Level Evaluation, 33 letters in opposition to the application and zero mail returns.

The Commission found that Mr. James Fuqua, Esq. was present on behalf of the Application, that also present were Mr. Tim Norton on behalf of the Applicant, Mr. Cliff Mumford of Davis, Bowen & Friedel, Inc. and Ed Launay with Environmental Resources, Inc; that this is an application for a Conditional Use for 30- multi-family units which would all be single-family detached condominium units; that the proposed site contains 11.96 acres; that it is located on the north side of Fred Hudson Road; that the land is zoned Medium Residential; that in 2004 the County Council approved a Conditional Use for 48 multi-family townhouse units on the same piece of property that was filed by Inland Bays, LLC; that application had a density of 4 units per acre; that the approved site plan had a recreational area with a swimming pool, bathrooms and a tennis court located on uplands in the northeast corner of the site, and was surrounded by wetlands; that the original development, C/U 1519, did not proceed and the preliminary approval expired in 2017; that in 2010 another Conditional Use application, C/U 1850, was filed for the same plan, which was approved by County Council on September 14, 2010; that the only difference in the second approval was a condition that was recommended by the Planning & Zoning Commission; that the recreational area in the north east corner be relocated within the interior of the development and the northeast corner be left undisturbed; that in 2010 the County entered into a recession and the County Government granted some blanket extensions on all approvals; that in December 2014 the Planning Commission approved a revised preliminary site plan for the 48-unit development incorporating the changes resulting from the conditions of approval for the second approval, but expired due to not being substantially underway within the allotted time period; that the current application differs from the previous approved plans in two aspects; that rather than 48 units the current application proposes 30 units, which is a reduction in density from 4 units per acre to 2.5 units per acre; that rather than townhouses the new units will be single-family attached condominium units; that according to the PLUS comments the land is located in Investment Levels 2, 3 and 4 in the Strategies for State Policies and Spending document; that since the proposed site plan stays completely out of the Level 4 area, the State Planning Office stated in the PLUS letter that they had no objection to the proposed development; that under the 2019 Comprehensive Plan the site is located in the Coastal area; that a range of housing should be located in the Coastal area; that a density of 4 to 12-units per acre can be appropriate in certain locations; that the parcel is already zoned Medium Residential allowing up to 4 units per acre; that the purpose of the proposed application is consistent with the purpose of the Medium Residential classification; that the area of the proposed site is already urban in character; that there are a number of single-family, multi-family and commercial uses in the general area; that the site fronts onto Fred Hudson Road; that the Salt Pond Development is located to the south across Fred Hudson Road; that to the west and north of the development is the Bethany Lakes Development; that to the east of the development are the wetlands which are owned by the State of Delaware; that the most recent zoning application was a Conditional Use, C/U 2130, which was approved on October 30, 2018 for 2.38-acre parcel at the northeast corner of Cedar Neck Road and Fred Hudson Road; that the Conditional Use was approved by the County Council for 16-multi-family units, which was a density of 6.7 units per acre; that the current site contains a large area of non-tidal wetlands, with some uplands on the eastern side; that the western side of the site is uplands which is the area to be developed; that the wetland

area will be undisturbed and physically will remain in their existing condition; that the development is in a County operated sewer district and waste water capacity is available; that the system design assumption for the parcel is 4-units per acre; that Sussex Shores Water Company will provide central water for domestic use and fire protection; that the site is in the area of the Millville Volunteer Fire Company and the Indian River School District; that storm water management facilities will be designed and constructed in accordance with DNREC's regulations and approved by the Sussex Conservation District; that the wetlands were delineated by Environmental Resources, Inc; that the delineation determined that the site contained 6 acres of non-tidal wetlands; that in response to the Service Level Evaluation request DelDOT determined that a Traffic Impact Study was not warranted and did not require a TIS; that DelDOT states that the development's traffic impact would be negligible, as stated in the letter from October 8, 2020; that DelDOT will hold the Applicant responsible for dedicating additional right-of-way along the site frontage to provide 40-foot right-of-way from center line of Fred Hudson Road and a 15-foot easement along the right-of-way on the site's side of the road; that the entrance will be designed in accordance with DelDOT's requirements; that improvements at the entrance will include a right turn with a deceleration lane, left turn lane, and construction of a shared use path along the site frontage; that there is one cul-de-sac street coming in from Fred Hudson Road; that a 16-single-family condominium unit will be located to the west side of that road and 14 units on the east side of the street; that since all units are part of a condominium all land will be a common element of the condominium with all lawn and landscaping maintenance the responsibility of the Condo Association; that there is a proposed condition stating homeowners will be prohibited from applying fertilizer to lawns and landscaping; that fertilizer application will be the responsibility of the Condo Association using best management practices by a qualified professional; that there will be a recreational area to the east side of the road, between units 5 and 6; that proposed is a swimming pool with deck, bathrooms, storage area and central mailbox facility; that each unit will have the capacity for four parking spaces which would consist of two spaces in the garage and two spaces in the driveway; that there will be an additional seven parking spaces in front of the recreational area; that sidewalks are proposed along the east side of the street, which is the side the recreational area is located; that storm water ponds will be located as shown on the site plan; that there will be a minimum of a 10-foot building setback from the non-tidal wetland line; that the average setback is significantly greater than this and all wetlands will remain undisturbed; that there is one building that will maintain at least a 10-foot setback and all others buildings are at a larger setback; that there is no specific setback stated from non-tidal wetlands; that the western boundary and half of the northern boundary of the site that borders the Bethany Lakes development will have a 20-foot landscape buffer as designed in the zoning code; that the buffer will run the entire length of the western side and on the northern side will run until the wetlands begin; that there is an existing line of poplar trees located along the western boundary and will be retained and incorporated as part of the landscape buffer; that a split-rail or similar type of fence will be installed around the western and western half of the northern boundary line of the site; that the poplar trees and fencing were two items of conditions of approval in the 2010 Conditional Use; that there were a number of opposition comments; that a statement of opposition was made stating there was 9.2 acres of the site is woodlands or wetlands and should not be utilized when determining density; that tidal wetlands cannot be used to determine density but all wetlands located on the property are considered non-tidal wetlands which have always been permitted to use for density calculations; that 2 acres of the existing 9.2 acres of woodlands will be removed, leaving 7.38 acres undisturbed as part of the wetland areas; that there were some questions raised about runoff and flooding in the area; that the development of the storm water management system will be designed and constructed in accordance with DNREC regulations which will be reviewed and approved by the Conservation District; that under the regulations of DNREC storm water runoff on the site cannot run off or flood adjacent properties; that runoff must

be captured and contained on site in accordance to the regulations; that there was a statement made that DelDOT did not require a TIS but did recommend one; that the DelDOT comments in the PLUS letter of December 18, 2020 state that, based on DelDOT's Development Coordination Manual, a TIS is not warranted; that DelDOT County Coordinator, Mr. Brockenbrough's letter of October 8, 2020 states that, because vehicle trips do not meet TIS warrants, DelDOT considers the development's impact to be negligible in the context of DelDOT's agreement with the County regarding land development coordination and DelDOT recommends the Applicant not be required to perform a TIS on the application; that the proposed Conditional Use fully complies with land use regulations and is character with the nature of the area and the proposed 30 single-family detached condominium units are a significant reduction in the 48-unit density previously approved on two previous applications.

Ms. Stevenson questioned if there would be any restrictive covenants placed to prohibit weekly rentals and that she would prefer the design at 15 duplexes rather than 30 single-family units.

Mr. Fuqua stated a restrictive covenant would not be needed as that will be included in the condominium document; that the issue is not considered a land-use issue and he cannot answer the question and that from a marketing point of view most people do not want someone living right next to them.

The Commission found that Mr. Peter Hartogensis spoke in opposition to the Application; that he is the president of Bethany Lakes Home Owners Association; that he is concerned about traffic with only one outlet onto Fred Hudson Road; that Fred Hudson Road is already narrow and congested which increases in the summertime; that the lower part of Fred Hudson Road is subject to frequent flooding; that adding traffic will make the issues worse; that although the developer estimates 34 vehicle trips per day which is below the minimum 500 trips per day to require a TIS, but he feels that in the summer there will be more than 343 trips per day; that if the Application were to be approved he requests that the Commission make a requirement for a Traffic Impact Study; that the proposed Application is incompatible with Bethany Lakes subdivision; that the County Council already approved 16 town homes on the corner of Bethany Lakes; that if the Application is approved Bethany Lakes will be sandwiched in between homes that are much smaller and much more numerous than the land they occupy; that the Bethany Lakes subdivision feels that the land should be given to the park system and add to the existing park and if not that 3 or 4 substantial homes should be built that would be similar in character to Bethany Lakes; that previously there were issues with Evergreene Companies development on the corner of Bethany Lakes; that Commission had required a buffer of trees between the area conjoining the developments however the trees were cut down; that letters were written pointing this out to the Commission.

The Commission found that Mr. Thomas Haug spoke in opposition of the Application; that he has concerns about the water runoff; that tidal wetlands and non-tidal wetlands are both still considered wetlands; that Department of Natural Resources stated that 80-90% of the land in question is a very poorly drained wetland associated soils making residents and adjoining properties susceptible to flooding problems; that DNREC previously stated that the position location on such soil is in an apparent violation with County Building Code; that cutting 2-acres of trees will not help the situation of flooding; that he questions is it okay to take the wetlands as a diversion for the ponds, adding more water into the wetlands; that the 16 homes located 20-feet away from the Bethany Lakes swales, will not drain into the road but rather drain into the swales; that he requests the developer consider piping to divert the runoff water elsewhere and he does not have faith that the developer will abide by keeping

the proposed buffer as they tore down the forested buffer in the past.

The Commission found that Mr. Steve Guthrie spoke in opposition of the Application; that he is concerned that the stormwater management plan has not been developed yet and feels it should be presented in the public hearing; that he is concerned about traffic; that Fred Hudson Road is very heavily used and is subject to frequent back-ups; that he requests the Commission to ignore the DelDOT assumption that a TIS is not needed; that an addition of 30 extra houses added to the recently approved 16 houses to the already overcrowded road system is a concern; that he is not opposed to the development of the property and he feels the number of houses should be reduced.

The Commission found that Mr. Ken Whitmore spoke in opposition to the Application; that he opposes development that would limit the value of what is cherished in the area.

Chairman Wheatley asked Mr. Robertson what ability the Commission has regarding the preserving of trees.

Mr. Robertson stated that with the situation as described in the past it has been a lesson learned; that the Commission is no longer taking people's word; that the Commission now makes conditions; that the Commission has improved and clarified the language of what is required for the buffers and what must be shown on the site plan and what will be preserved; that there is a provision in the zoning code for fines, but fines do not bring trees back; that building permits can be held to prohibit further site work particularly if it is a condition that has been breached; that if a condition is breached the Commission can revoke the Conditional Use and the Applicant would have to begin the process over again; that on the front end it has been designed with more specificity in condition to make it less likely to happen.

The Commission found that Ms. Susan Fisher spoke by teleconference in opposition to the Application; that she read on page 48 of the online packet that 2.69 acres will be cleared, which is more than the 2.1 acres Mr. Fuqua had stated and requested clarification; that she is concerned about the cutting down of trees and the preservation of the remaining trees during construction, flooding, and water runoff and that the two properties do not have a transition of density and concern of structural damage to her home from the pounding during the construction.

Mr. Mears stated that piling drivers are now hydraulic; that he has driven pilings within 14 feet of the neighbors with no damage and he does not foresee that being an issue.

Ms. Stevenson stated a concern regarding a bus stop or a place for kids to stand and that she does not want the kids standing in the rain.

The Commission found that Mr. Cliff Mumford with Davis, Bowne & Friedel, Inc stated after speaking with The Indian River School District it was recommended to use the right turn lane for a bus stop and the shared-use path as a waiting area for the children.

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

In relation to Application C/U 2259 – Evergreene Companies, LLC. Motion by Mr. Mears to defer action for further consideration, seconded by Ms. Stevenson. Motion carried 5-0.

Draft Minutes of the July 8, 2021 Planning & Zoning Commission Meeting

Mr. Whitehouse clarified that there have been no Notice of Violations issued for Conditional Use No. 2130, which is the Coastal Corner parcel located at the intersection of Fred Hudson Road and Cedar Neck Road.

Motion by Mr. Mears, seconded by Ms. Stevenson and carried to defer for further consideration for C/U 2259 Evergreene Companies, LLC. Motion carried 4 – 0. Ms. Wingate abstained.

Draft Minutes of the July 22, 2021 Planning & Zoning Commission Meeting

The Commission discussed this application which has been deferred since July 8, 2021.

Ms. Stevenson moved that the Commission recommend approval of C/U # 2259 for Evergreene Companies, LLC for multi-family dwelling units (30 Units) in a Medium Residential District based upon the record made during the public hearing and for the following reasons:

1. This application seeks the approval of 30 multi-family units in the MR Medium Density Residential Zoning District. These homes will have the appearance of single-family dwellings.
2. The MR Zoning of this property permits a density of up to 4 units per acre. This application seeks a density of 2.5 units per acre, which is well below the density that is possible on this property.
3. This site was previously approved as a conditional use for 48 multi-family units. That conditional use was never built. This project is a significant reduction in density from what was previously approved.
4. The site is in the Coastal Area according to the Sussex County Comprehensive Plan. This type of development is appropriate in this Area according to the Plan.
5. The proposed development will not have an adverse impact on the neighboring properties or community. It is similar in nature and design to other developments that exist in this neighborhood along Fred Hudson and Cedar Neck Roads. It is also very close to the commercial area at the intersection of these two roads. This is an appropriate location for this type of development.
6. The project will not have an adverse impact upon traffic or roadways. DelDOT has stated that the traffic impact of this development will be “negligible”, and the developer will be required to make road improvements required by DelDOT and contribute to other area road improvements to be built by DelDOT.
7. The development will be served by central sewer as part of the County-operated sewer system.
8. The development will be served by central water.
9. This recommendation is subject to the following conditions:
 - A. The maximum number of residential units within this entire development shall be 30.
 - B. The Applicant shall form a condominium association to be responsible for the perpetual maintenance of the development’s roadways, buffers, stormwater management facilities, erosion and sedimentation control facilities and other common areas.
 - C. All entrance, intersection, roadway and multi-modal improvements shall be completed by the developer in accordance with all DelDOT requirements.
 - D. The project shall be served by Sussex County sewer. The developer shall comply with all Sussex County Engineering Department requirements including any offsite upgrades necessary to provide service to the project.

- E. The project shall be served by central water to provide drinking water and fire protection.
- F. Street naming and addressing shall be subject to the review and approval of the County Mapping and Addressing Departments.
- G. The Final Site Plan shall contain the approval of the Sussex County Conversation District for the design and location of all stormwater management areas and erosion and sedimentation control facilities.
- H. All streetlights shall be shielded and downward screened so that they do not shine on neighboring properties or roadways.
- I. The interior street design shall meet or exceed Sussex County's Street design requirements. There shall be sidewalks on at least one side of all streets.
- J. If requested by the local school district, a school bus stop shall be provided. The location of the bus stop shall be shown on the Final Site Plan.
- K. Recreational amenities shall be completed no later than the issuance of the 15th Residential Building Permit. These amenities shall include a pool, pool deck and bathrooms.
- L. Construction, site work and deliveries shall only occur on the site between the hours of 7:00 a.m. through 6:00 p.m., Monday through Friday. No Saturday or Sunday hours are permitted. A 24 inch by 36 inch "NOTICE" sign confirming these hours shall be prominently displayed at all entrances to the site during construction.
- M. All of the buildings shall be set back at least 20 feet from all non-tidal wetlands.
- N. There shall be a vegetated or forested buffer that is at least 20 feet wide installed along the western perimeter of this development. This shall utilize the existing Poplar trees within the buffer area with vegetation added as a screen in accordance with the requirements of Sections 115-218D and 99-5 of the County Code. Where the trees currently exist in the buffer area, stump removal or construction activities that disturb the existing grade of the area within the buffer shall be prohibited. All silt fencing shall be located along the interior limit of the buffer area (the edge of the buffer nearest the interior development) and the Final Site Plan shall identify the "Limit of Disturbance" to prevent disturbance of the buffer area. In addition, a split rail or similar type of fence shall be installed along the boundary line of the property next to this buffer.
- O. The Final Site Plan shall include a Landscape Plan confirming all landscaping to be provided, the preservation of all buffer areas and the forested areas that will be preserved. This Landscape Plan shall further identify all "Limits of Disturbance" within the site.
- P. The Final Site Plan shall include a Grading Plan for the site. No building permits shall be issued until a lot grading plan has been supplied to and approved by Sussex County. No certificate of occupancy shall be issued until a grading certificate is submitted to the Building Code Department demonstrating general conformity with the individual site grading plan.
- Q. As proffered by the Applicant, the Final Site Plan and the recorded condominium covenants shall prohibit the application of fertilizers or similar soil additives on the property by the individual unit owners. All such applications shall be managed by the Condominium Association and a contractor of its designation using best managed practices to seek to minimize the risk of runoff into the stormwater management system, wetlands, and waterways.
- R. The failure to abide by these conditions shall result in the termination of this Conditional Use.

- S. The Final Site Plan shall be subject to the review and approval of the Sussex County Planning and Zoning Commission.

Motion by Ms. Stevenson, seconded by Mr. Hopkins and carried to recommend approval of C/U 2259 for Evergreene Companies, LLC for the reasons and conditions stated in the motion. Motion carried 3 – 0 with Ms. Wingate abstaining.

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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DIRECTOR OF PLANNING & ZONING

PLANNING AND ZONING AND COUNTY COUNCIL INFORMATION SHEET
Planning Commission Public Hearing Date: June 24th, 2021

Application: CU 2259 The Evergreene Companies, LLC

Applicant: The Evergreene Companies, LLC
701 Bethany Loop, Suite 2
Bethany Beach, DE 19930

Owner: The Evergreene Companies, LLC
701 Bethany Loop, Suite 2
Bethany Beach, DE 19930

Site Location: 31452 LB Lane, Bethany Beach

Current Zoning: Medium Density Residential (MR) Zoning District

Proposed Use: 30 Single-Family Condominiums

Comprehensive Land Use Plan Reference: Coastal Area

Councilmanic District: Mr. Hudson

School District: Indian River School District

Fire District: Milville Fire Department

Sewer: Sussex County

Water: Sussex Shores

Site Area: 11.96 acres +/-

Tax Map ID.: 134-13.00-72.02



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Sussex County

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Memorandum

To: Sussex County Planning Commission Members
From: Nicholas Torrance, Planner I
CC: Vince Robertson, Assistant County Attorney and applicant
Date: June 17th, 2021
RE: Staff Analysis for CU 2259 Evergreene Companies, LLC

This memo is to provide background and analysis for the Planning Commission to consider as a part of application 2259 Evergreene Companies, LLC to be reviewed during the June 24th, 2021 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 Parcels 134-13.00-72.02 to allow for a Conditional Use of land in an Agricultural Residential (AR-1) Zoning District for 30 single-family condominiums. The parcel is located on the north side of Fred Hudson Road in Ocean View, Delaware. The area of the site is approximately 11.96 acres +/-.

The 2018 Sussex County Comprehensive Plan Update (Comprehensive Plan) provides a framework for 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 property has the land use designation of the "Coastal Area." All neighboring properties are also designated as "Coastal Area."

The Coastal Area land use designation recognizes that a range of housing types should be permitted in Coastal Area, including single-family homes, townhouses, and multifamily 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 also be allowed. It also recognizes a careful mixture of homes with light commercial, office and institutional uses can be appropriate to provide convenient services and to allow people to work close to home.

The property is within a Medium Density Residential (MR) Zoning District. All surrounding parcels are also zoned MR.

Since 1971, there have been 21 Conditional Use applications within a one-mile radius of the application site. Of the 21 Conditional Use applications within a one-mile radius, 17 have been approved, 1 has been denied, and 2 were withdrawn and 1 is currently pending.

Since 1971, there have 2 Conditional Use applications located on this same parcel. Conditional Use No. 1519 for 48 multi-family units was approved by County Council at their meeting of January 27th, 2004 and adopted through Ordinance No. 1161. Conditional Use No. 1850 for 48 multi-family units was approved by County Council at their meeting of September 14th, 2010 and adopted through Ordinance No. 2143.

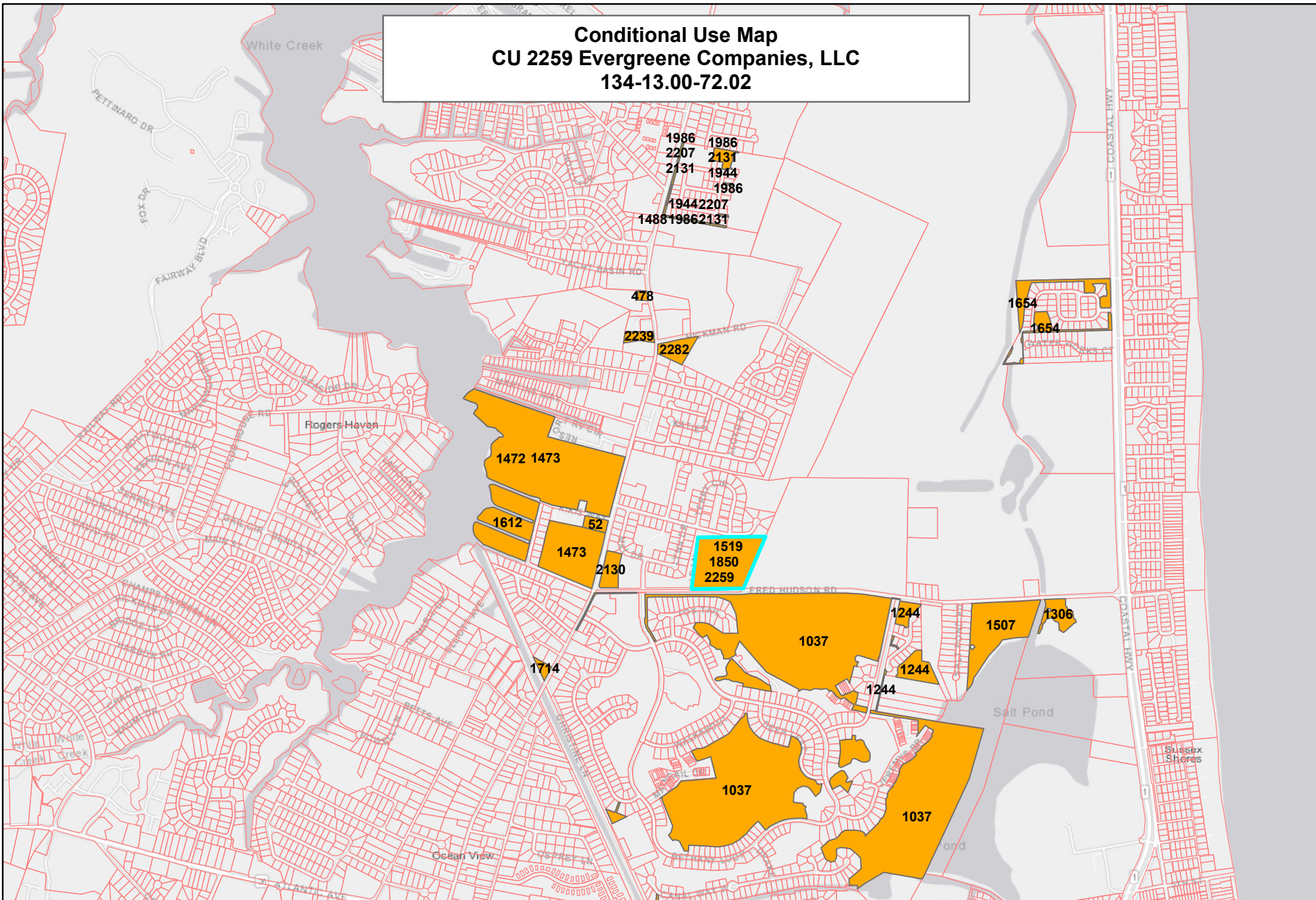


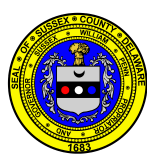
Based on the analysis of the land use, surrounding zoning and uses, the Conditional Use to allow for 30 single-family condominiums, subject to considerations of scale and impact, could be considered as being consistent with the land use, area zoning and surrounding uses.



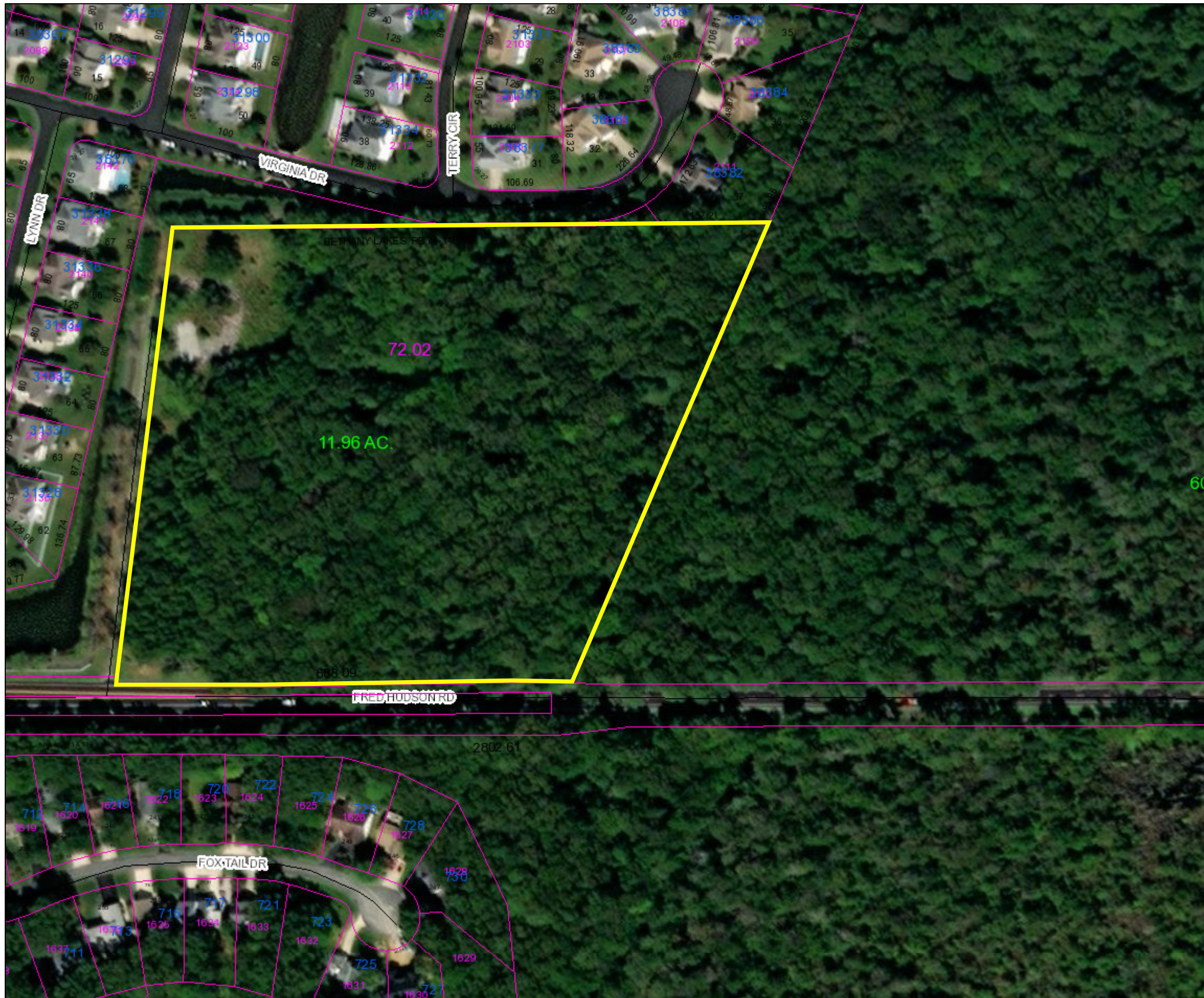
Sussex County

Conditional Use Map CU 2259 Evergreene Companies, LLC 134-13.00-72.02



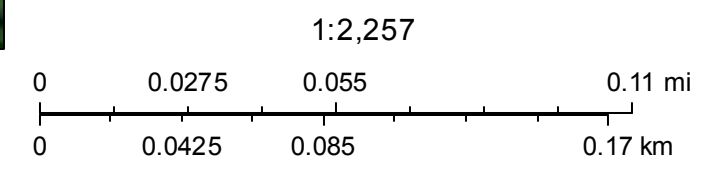


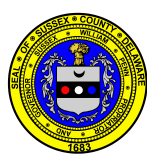
Sussex County



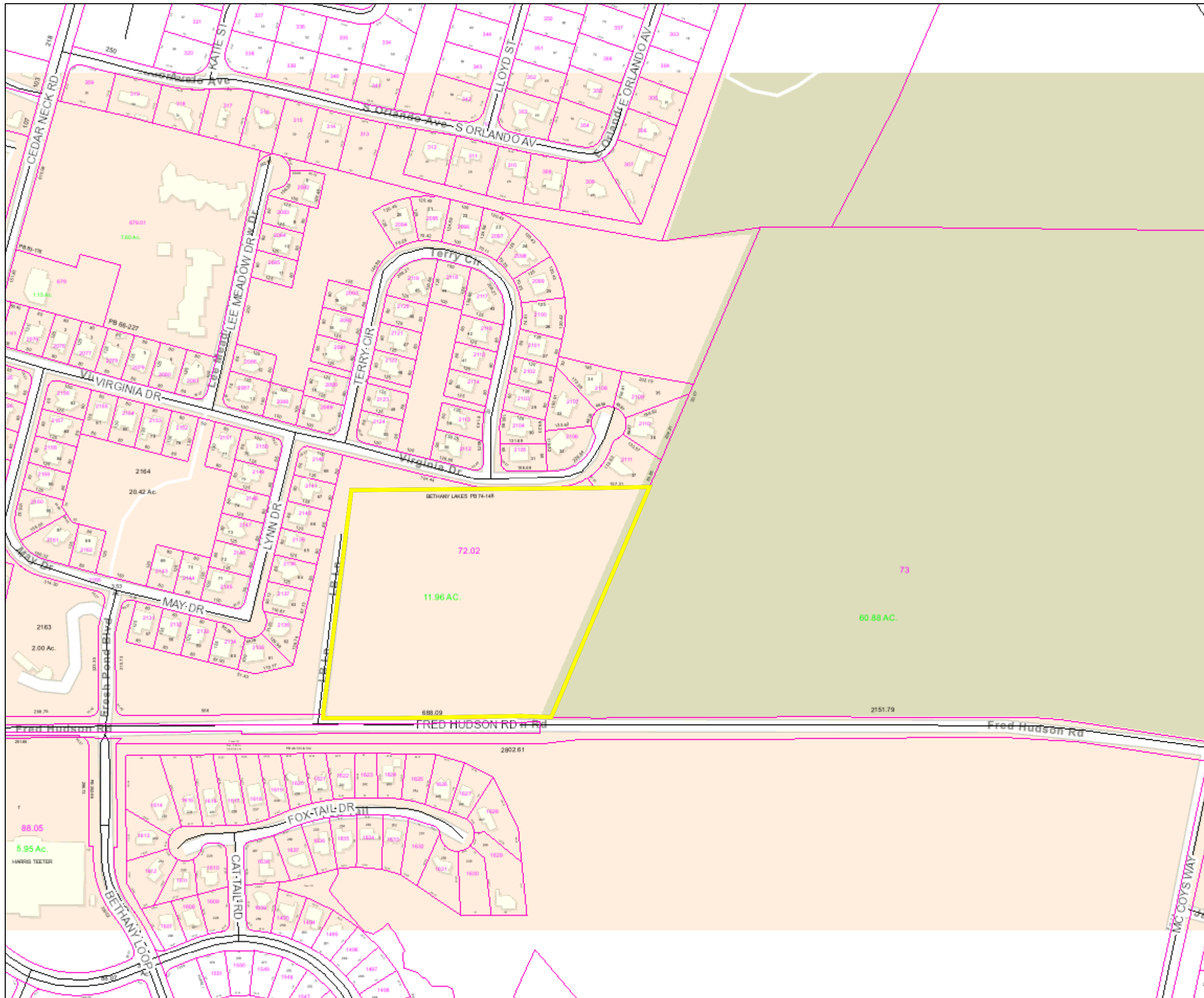
PIN:	134-13.00-72.02
Owner Name	CFRE HOLDINGS I LLC
Book	4994
Mailing Address	6 TRELIS PATH
City	DOYLESTOWN
State	PA
Description	N/RT 360
Description 2	1250' E/RT 357
Description 3	N/A
Land Code	

- polygonLayer**
- Override 1
- polygonLayer**
- Override 1
- Tax Parcels
- 911 Address
- Streets
- County Boundaries
- Extent of Right-of-Way
- Municipal Boundaries





Sussex County



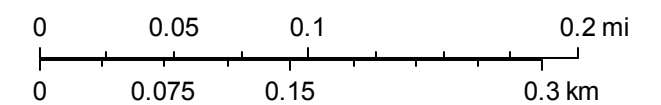
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1:4,514





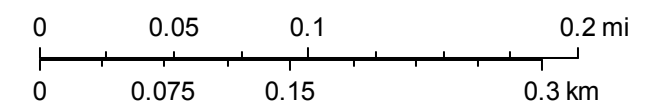
Sussex County



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- polygonLayer**
- Override 1
- polygonLayer**
- Override 1
- Tax Parcels
- Streets

1:4,514



Introduced 03/23/21

**Council District: Hudson
Tax I.D. No. 134-13.00-72.02
911 Address: None Available**

ORDINANCE NO. ____

AN ORDINANCE TO GRANT A CONDITIONAL USE OF LAND IN A MR MEDIUM DENSITY RESIDENTIAL ZONING DISTRICT FOR MULTI-FAMILY DWELLING UNITS (30 UNITS) TO BE LOCATED ON A CERTAIN PARCEL OF LAND LYING AND BEING IN BALTIMORE HUNDRED, SUSSEX COUNTY, CONTAINING 11.96 ACRES, MORE OR LESS

WHEREAS, on the 5th day of January 2021, a conditional use application, denominated Conditional Use No. 2259 was filed on behalf of The Evergreene Companies, LLC c/o Tim Naughton; and

WHEREAS, on the ____ day of _____ 2021, 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. 2259 be _____; and

WHEREAS, on the ____ day of _____ 2021, 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 115-31, Code of Sussex County, be amended by adding the designation of Conditional Use No. 2259 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 north side of Fred Hudson Road (S.C.R. 360), approximately 0.25 mile east of Cedar Neck Road (S.C.R. 357), and being more particularly described in the attached deed prepared by Downey Brand LLP, said parcel containing 11.96 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.