

City of Milford



CITY COUNCIL AGENDA

February 23, 2015 - 7:00 P.M.

Joseph Ronnie Rogers Council Chambers
Milford City Hall
201 South Walnut Street
Milford, Delaware

WORKSHOP

Call to Order - Mayor Bryan Shupe
MSD Superintendent Dr. Phyllis Kohel/Upcoming School Referendum
Adjourn

COUNCIL MEETING

Call to Order - Mayor Bryan Shupe
Invocation
Pledge of Allegiance
Recognition
Communications
Unfinished Business
Adoption/Ordinance 2014-18/Chapter204/Amendment/Taxation
Introduction/Ordinance 2015-01/Chapter 193/Solid Waste Management
New Business
Approval/Modified and New Job Descriptions:
GIS Tech Position
Planning/Economic Development Position
Electric Superintendent
General Public Works Superintendent
Airport Road Repair Status Update
Potential Fire Siren Elevation Change
Authorization/Customer Service-Former PNC Building Renovations/Reisinger Contract/Change Order 3
Approval/Hickory Glen-Preliminary Plan (Major Subdivision) One Year Extension
Bid Award/Milford Water Treatment Facility Award**
Adjourn

This agenda shall be subject to change to include additional items including executive sessions or the deletion of items including executive sessions which arise at the time of the public body's meeting.

SUPPORTING DOCUMENTS MUST BE SUBMITTED TO THE CITY CLERK IN ELECTRONIC FORMAT NO LATER THAN ONE WEEK PRIOR TO MEETING; NO PAPER DOCUMENTS WILL BE ACCEPTED OR DISTRIBUTED AFTER PACKET HAS BEEN POSTED ON THE CITY OF MILFORD WEBSITE.



Sussex County Association of Towns

P.O. Box 589 Georgetown, DE 19947

- Town of Bethany Beach*
- Town of Bethel*
- Town of Blades*
- Town of Bridgeville*
- Town of Dagsboro*
- Town of Delmar*
- Town of Dewey Beach*
- Town of Ellendale*
- Town of Fenwick Island*
- Town of Frankford*
- Town of Georgetown*
- Town of Greenwood*
- Town of Henlopen Acres*
- Town of Laurel*
- City of Lewes*
- City of Milford*
- Town of Millsboro*
- Town of Millville*
- Town of Milton*
- Town of Ocean View*
- City of Rehoboth Beach*
- City of Seaford*
- Town of Selbyville*
- Town of Slaughter Beach*
- Town of South Bethany*
- Sussex County Council*

MEETING NOTICE

DATE: Wednesday, March 4, 2015

TIME: 6:00 p.m. – Social
6:30 p.m. – Dinner

HOST: Town of Blades

LOCATION: Nanticoke River Yacht Club
at the Blades Marina

Kick-Off Dinner - 100th Anniversary of the Town of Blades

SPEAKER: Melody Booker-Wilkins
Sussex County Director of Economic Development

COST: \$30.00

MENU:

- Spring Mix Salad
- Prime Rib with Au Jus and Horseradish Sauce
- Grilled Chicken, Vegetables, and Pasta in White Sauce
- Garlic Mashed Potatoes
- Broccoli/Carrots/Cauliflower Veggie Medley
- Variety of Delicious Desserts

For reservations, please contact Karen or Vikki at the Town of Blades at 629-7366 no later than Friday, February 27th.

Please make checks payable to the Town of Blades – checks can be presented at the door or mailed to the Town of Blades, Attn: Vikki Prettyman, 20 W. Fourth Street, Blades, Delaware 19973.

PLEASE NOTE:

ATTENDANCE WILL BE LIMITED TO 80 PEOPLE DUE TO THE SIZE OF THE FACILITY.



**DELAWARE LEAGUE OF LOCAL GOVERNMENTS
MONTHLY DINNER MEETING
THE DUNCAN CENTER
500 W. LOOCKERMAN STREET, 5TH FLOOR, DOVER**

THURSDAY, March 26, 2015

REGISTRATION/SOCIAL HOUR: 5:30 P.M. - 6:15 P.M.

DINNER: 6:30 P.M. – 7:15 P.M.

PROGRAM: 7:15 P.M.

PROGRAM:

Tony DePrima, Executive Director of the Delaware Sustainable Energy Utility, will speak about new loan and grant initiatives for municipalities and residential homeowners. These include low-interest loans for construction energy efficiency improvements and renewable energy projects, and LED street light conversions. Mr. DePrima will report on findings of energy assessments already completed in select towns and review the DSEU residential program benefits with League members.

The Delaware Sustainable Energy Utility has funding opportunities available to local governments and is seeking to improve links to municipal web sites and reach out to expand its promotion of energy savings to Delaware citizens.

The League will also announce the contractual hiring of the new Homeland Security Grant Program consultant and update members on legislative issues, including Municipal Street Aid.

Next Meeting: Thursday, April 23, 2015

WE MUST HAVE YOUR RESERVATIONS NO LATER THAN MARCH 20, 2015

Mail To/Make Payable to: Delaware League of Local Governments • P.O. Box 484 • Dover, DE 19903-0484
Phone: 302-678-0991 • Email: cfluft@udel.edu

_____ will have _____ attendees
(Municipality/County/Agency)

PLEASE LIST THE NAMES OF THOSE ATTENDING

| <u>Name</u> | <u>Title</u> |
|-------------|--------------|
| _____ | & _____ |
| _____ | & _____ |
| _____ | & _____ |
| _____ | & _____ |
| _____ | & _____ |
| _____ | & _____ |

- () Check enclosed for () dinners @ \$30 each
- () Please direct bill the Municipality/County/Agency
- () Payment will be made at the door
- () Enclosed for () dinners @ \$30 each

PUBLIC NOTICE
Ordinance 2014-18
Chapter 204-Taxation

NOTICE IS HEREBY GIVEN that the following ordinance is currently under review by Milford City Council:

WHEREAS, the taxation of real property constitutes a significant portion of the annual municipal revenues necessary to facilitate governmental operations; and

WHEREAS, it is in the best interest of the City of Milford, as well as its residents, to ensure that all properties are fairly and properly assessed for the purposes of taxation; and

WHEREAS, City Charter Article VI Taxation, Assessors and Assessment of Taxes, Paragraph 7.14 Assessment, Payment and Collection of Payment for Taxes for New Construction, gives the Mayor and Council the authority to enact an ordinance accordingly; and

WHEREAS, rules are hereby established regarding exemptions, dates, deadlines, appeals and annual and supplemental bills.

NOW, THEREFORE, THE CITY OF MILFORD HEREBY ORDAINS:

Section 1.

Article II, entitled Exemption of New Improvements Added to Property, Sections 204-6 thru Section 204-11, is hereby rescinded.

Section 2.

A new Article II, entitled Authority to Exempt Real Property from Taxation, is hereby added to read as follows:

ARTICLE II – Authority to exempt real property from taxation.

§ 204-6. The city council shall have the power to exempt real property located within the city from municipal property taxes when, in the opinion of the tax assessor, the same will best promote the public welfare. The city assessor shall be empowered to grant tax exemptions in the same fashion as a county exemption, pursuant to 9 Del. C. § 8105 and 8110, and upon the receipt of an application to the City of Milford filed by the organization to establish its entitlement to such exemptions.

§ 204-7. No assessment shall be made against that portion of a parcel during the period in which the portion qualifies for agricultural, horticultural or forest uses as more fully defined by 9 Del. C. § 8330 through 8337, inclusive.

Section 3.

A new Article III, entitled Annual Tax Bill, is hereby added to read as follows:

ARTICLE III – Annual Tax Bill.

§204-8. The tax year shall run from October 1st through September 30th each year based on assessed values as of June 30th.

§ 204-9. Property taxes shall be payable on or before September 30th of each year.

§ 204-10. To every tax not paid after the said date established in 204-9, there shall be added and collected a penalty, for each month that said tax remains unpaid. A penalty of one percent per month, or fraction thereof, shall be charged on all unpaid property taxes. City Council, by resolution, may impose a date later than that established in 204-9 for the addition and collection of penalties.

Section 4.

A new Article IV, entitled Supplemental Assessments and Tax Bills, is hereby added to read as follows:

ARTICLE IV- Supplemental Assessments and Tax Bills

§204-11. Supplemental Assessment Required.

A. Changes, including zoning and construction, shall require reassessment of the property at its fair market value as of the date of the last City-wide revaluation. A supplemental assessment will be determined for the amount of difference between the value stated on the regular assessment roll(s) and the new fair market value.

B. Supplemental tax bills shall be issued when there is an increase in taxable value caused by any change as stated in 204-11. More than one tax year may be affected by the increase in value, causing more than one supplemental bill to be issued. Even when a property has been sold, the original owner may be billed for any change in value relating to the dates of their ownership.

C. The increase in assessed value resulting from the reassessment is reflected in a prorated assessment that covers the period from the first day of the month following the supplemental event to the end of the fiscal year.

§204-12. - Assessment Appeals.

A. Appeal date deadlines.

| | |
|--|---------------------------|
| Appeal filing deadline (Annual billing) | August 31 st |
| Appeal filing deadline (October billing) | November 30 th |
| Appeal filing deadline (January billing) | February 28 th |
| Appeal filing deadline (April billing) | May 31 st |

B. Right to appeal is lost if appellant has missed the designated appeal date.

C. Appeals/refunds for errors or opinions of value from appellants will not be heard for prior years.

D. The assessment as revised, shall be the listed value for the year under appeal, and shall be the basis for the levy and collection of taxes, unless adjusted by the Board of Appeals during the annual appeals process.

Section 5.

Dates.

Introduction 02-09-15

Adoption (Projected) 02-23-15

Ordinance will be effective ten (10) days following its adoption.

ORDINANCE 2015-01
Chapter 193-Solid Waste

CODE OF THE CITY OF MILFORD
PART II - GENERAL LEGISLATION

CHAPTER 193 - SOLID WASTE MANAGEMENT

SECTION 1. This ordinance hereby repeals all provisions of Chapter 193 Solid Waste Management of the Code of the City of Milford.

SECTION 2. Chapter 193 Solid Waste Management, is hereby replaced with language as follows:

ARTICLE I. General Provisions

193-1. Mandatory Residential Collection.

The maintenance of the public health, safety, sanitation and aesthetics requires that all residential properties in the City of Milford accept, arrange and pay for solid waste collection and disposal services in accordance with this chapter. Residential properties include detached homes, duplexes, townhouses and condominiums.

193-2. Non-Residential and Multi-Unit Rental Complex Services.

Solid waste services through the City of Milford are optional for non-residential entities and multi-unit complexes in common ownership. Upon request containers may be provided, in accordance with the fee established in Section 193-11. Those opting not to utilize solid waste collection through the city shall be required to make arrangements for the disposal and/or collection of the same by a private collector/hauler at no cost to the city.

193-3. Containers Required.

The city shall specify the type of container to be used for each specific collection. Use of any other type container than specified by the city is prohibited. The city will provide containers to the customer as required by the desired level of service at no up-front cost to the customer. If any container is lost or destroyed, another container shall be provided at cost to the customer. Multi-unit rental complexes under common ownership may utilize a city approved dumpster.

193-4. Special and Holiday Collections.

A. Special Collections.

A special collection will occur one week in the spring and one week during the fall of each year. Customers shall be able to put out additional bulk items during these weeks without an additional charge. Adequate notice of the special collection dates and details shall be provided to customers.

B. Holiday Collections.

The city observes the following six holidays in which trash services will not occur:

New Years
Memorial Day
July 4th
Labor Day
Thanksgiving

Christmas

If the holiday or observed holiday falls on a Monday, collection will be the following day affecting all workdays including Saturdays. If holiday falls on any other weekday, only the collections after that day are shifted by one day.

- C. Holidays such as Martin Luther King Birthday, Presidents Day, Good Friday, Election Day and Veterans Day will not affect collections.

193-5. Bills, Payments and Deposits.

- A. The rates as established shall be an assessment and shall be billed to customers on a monthly basis. All bills for service are due and payable each month for normal and additional services performed. Monthly charges, if not paid by the due date, shall accrue interest at the rate of 1 1/2% per month until paid.
- B. Bills are rendered for any indicated period of service, either special or monthly, and will show the proper charge as determined by the applicable rate schedule. Bills shall be considered as duly rendered when delivered at or mailed to the recorded address of the customer, as provided by him for that purpose.
- C. The charges imposed under this ordinance shall be a lien against any owner-occupied property served and shall be and remain a lien for ten years from the date of assessment of such charge. Such lien shall have priority over any other lien, encumbrance or conveyance even though such other lien or liens may be of a date prior to the time of attaching of this lien. The City Manager shall have the same authorities, remedies and powers with respect to the collection of this charge as are provided for the collection of taxes.
- D. Any customer, upon receipt of a bill, having reason to doubt its accuracy shall bring or mail the bill within five days to the city for investigation.
- E. Nonpayment of two (2) consecutive months will trigger suspension of trash collection and removal of all city-issued containers.
- F. Creation of new rental accounts, not part of a multi-unit rental complex under common ownership, will require a \$100 reimbursable deposit. Unpaid balances will be applied when account is terminated.

193-6. Violations and Penalties.

- A. Unless otherwise prescribed herein, any person violating any of the provisions of Chapter 193 shall, upon conviction thereof before a Justice of the Peace, be sentenced to pay a fine of not less than \$25 nor more than \$300, together with costs of prosecution.
- B. Every violation of this chapter shall be deemed a separate offense for each and every day a violation shall continue and shall be subject to the penalty imposed by this section for each and every such separate offense.

193-7. Supplemental Regulations.

The City Manager is hereby authorized to administer Chapter 193 of the City of Milford Code pertaining to the solid waste collection system

ARTICLE II. SOLID WASTE

193-8. Definitions

As used in this chapter, the following terms shall have the meanings indicated: **SOLID WASTE**- Commonly referred to as trash or garbage, consisting of everyday items that are discarded which may include food wastes, containers and product packaging and other miscellaneous wastes from residential or commercial sources. Solid Waste does not include yard waste, inert waste such as construction debris, hazardous waste, toxic waste or medical waste.

193-9. Unlawful Acts and Containment Requirement

- (A) It shall be unlawful to deposit or place any trash or garbage into any yard waste container or recycling container.

- (B) No solid waste or any other similar materials shall be placed in the street, drainage gutter or on the sidewalk.
- (C) No solid waste of any description shall be disposed of within the limits of the city in any manner other than that prescribed herein. Deposit of solid waste upon any land, alley, street, public place, vacant lot, watercourse, ditch or any other method of disposal not in accordance with this chapter shall be a violation as prescribed herein.

193-10. Collection Procedures

A. General.

- (1) All collection of solid waste materials from residences and other approved establishments shall be by city public works crews or contractors hired or contracted by the City Council.
- (2) On designated collection days containers shall be placed just behind the curblineline without interfering with vehicular or pedestrian traffic.
- (3) Containers shall be placed no earlier than 3:00 p.m. of the day preceding the day of collection and not later than 7:00 a.m. on the scheduled day of collection and shall be removed to a point at the side or rear of the structure not later than 7:00 p.m. of the day of collection. .

B. Multi-Unit Rental Complex Collection. Owners and/or designee of multi units rental complexes desiring to utilize containers for mass storage may do so, provided that the container and the placement of the container is approved by the City Manager or his designated representative. In no case shall the container be in excess of three (3)-cubic yards' capacity.

C. Items Prohibited

- (1) The scope of the service rendered by the city in the collection and removal of solid waste materials is intended to serve the needs of its customers' related activities. It is considered to be beyond the scope of such service to collect or remove solid waste materials generated by clearing, construction, demolition and any other such activity producing quantities of solid waste.
- (2) Rock, scrap building materials, appliances containing freon or other trash resulting from construction, remodeling or destruction by fire, the elements, acts of God or other causes resulting from a general cleanup of vacant or improved property or trees, brush and/or debris cleared from a property in preparation for construction or landscaping shall not be collected and removed by the city. Such materials will be removed at the expense of the customer.
- (3) Tires will not be collected. Items too bulky or heavy to be removed during the regular city collection maybe removed after special arrangements have been made by the customer.

E. Items piled alongside the container will not be picked up, nor will containers not provided by the city.

F. Mandatory Additional Container.

- (1) Any additional items found outside container will not be picked up. Items will be tagged and customer informed of pending additional container issuance.
- (2) Additional container delivery and associated fee will be triggered after two (2) consecutive incidents related to additional items or three (3) incidents in any rolling six months period.
- (3) Payment of additional container will be the responsibility of customer until account is terminated.

193-11. Collection & Rate Schedule

A. The city will collect solid waste as described in this Article II once every week.

B. The City Manager shall divide the city into districts and shall schedule the collection of solid waste in these districts on the day or days and at the times that shall be most efficient and convenient to the city. Adequate notice of the collection schedules shall be provided to all customers and any changes thereto.

C. Residential properties

\$23.50 monthly - one container

D. Non-Residential properties:

\$23.50 monthly - one container

E. Multi-unit rental complex.

\$23.50 monthly - one container per unit or three (3)-cubic yard dumpster(s).

- F. Additional trash container-\$20
Additional yard waste container-\$12

ARTICLE III. YARD WASTE

193-12. Definitions

As used in this chapter, the following terms shall have the meanings indicated:

YARD WASTE-Biodegradable waste consisting of leaves, grass clippings, twigs, small branches (less than four ft. in length), shrubbery, prunings and other garden material.

193-13. Containers Required;

- A. Depositing or placing any yard waste or matter into any garbage container, recycling container or on any city street or in a drainage gutter is prohibited.
- B. Mandatory Additional Yard Waste Container.
 - (1) Any additional yard waste found outside container will not be picked up. Excessive yard waste will be tagged and customer informed of pending additional yard waste container issuance.
 - (2) Additional container delivery and associated fee will be triggered by two (2) consecutive incidents related to excessive yard waste or three (3) incidents in any rolling six months period.
 - (3) Payment for additional yard waste container will be the responsibility of customer until account is terminated.

193-14. Collection Procedures

- A. The city will collect yard waste provided that such yard waste is deposited into the yard waste containers issued by the city. Disposal of yard waste that will not fit into the container shall be the responsibility of the customer.
- B. The city will provide for loose leaf curbside collection from November 1 through January 31 in accordance with the following conditions:
 - (1) Loose leaves shall be raked and placed behind the curb for removal by the city's leaf vacuum.
 - (2) Leaves must be free of stones, branches, brush and grass clippings or they will not be collected.
 - (3) It is illegal to place, sweep or blow leaves and other yard waste into the street, storm drains or catch basins.

193-15. Collection ~~& Rate~~ Schedule.

- A. The city will collect yard waste as described in Section 193-14A every two weeks.
- B. The loose leaf curbside collection as described in Section 193-14B will be collected once each week.

ARTICLE IV. RECYCLING

193-16. Definitions

As used in this chapter, the following terms shall have the meanings indicated:

RECYCLING-Unbagged Recycling materials including cardboard, glass bottles and jars (any color), junk mail and envelopes (all types), magazines and catalogs, metal cans (tin/steel/aluminum), milk jugs, bleach/detergent bottles and shampoo bottles, narrow-neck plastic bottles, newspapers, , paperboard (cereal/tissue boxes), telephone and soft cover books, pizza boxes (free of food residue). Recycling materials does not include bags, styrofoam (all types), hardback books (pages are acceptable, remove hard cover), light bulbs (all types), household batteries, electronics, broken glass/mirrors/window glass, empty aerosol spray cans, paint cans.

193-17. Unlawful Acts and Containment Requirement

It shall be unlawful to deposit or place any recycling material into any solid waste container or yard waste container or on any city street or in a drainage gutter.

193-18. Collection Procedures

The City will provide for the collection of recycling material, provided that such material is deposited into a recycling container provided by the city. Disposal of excessive material that will not fit into the container shall be the responsibility of the customer.

193-19. Collection Schedule

The City will collect recycling material once every two weeks.

ARTICLE V. BULK ITEMS

193-20. Definitions

As used in this chapter, the following terms shall have the meanings indicated:

BULK ITEMS-Unbagged garbage other than regular household trash, such as furniture, appliances, large items including, but not limited to lawn mowers, barbeque grills, hot water heaters, air conditioners, televisions, doors, cabinets and kids toys.

Note: Bulk items does not include materials generated by clearing, construction, demolition and any other such activity producing quantities of solid waste, rock, scrap building materials, appliances containing freon or trash resulting from construction, remodeling or destruction of fire, the elements, acts of God or other causes resulting from a general cleanup of vacant or improved property or trees, brush and/or debris cleared from a property in the preparation for construction or landscaping. Any yard waste material is not considered a bulk item and shall not be collected and removed by the city. Such materials shall be removed by the customer.

193-21. Unlawful Acts

It shall be unlawful to place any bulk material or any hazardous chemical on a city street or near a drainage gutter.

193-22. Collection Procedures

- A. Customers are required to contact our Customer Service Department to schedule a pickup.
- B. Customer without prior pick-up arrangements will be tagged and notified of subsequent billing.
- C. Items not removed by customer in subsequent weeks will be removed and billed accordingly.

193-23. Collection & Rate Schedule

- A. The bulk fee shall be determined on a sliding scale based on the number of large items picked up from the residence as follows:
- B. A minimum of \$50 will be billed for each pickup of up to five items.
- C. Each additional item will be billed at \$10.
- D. The city will collect bulk material every Wednesday.
- E. The city will not collect bulk material during those weeks in which a holiday is observed and trash services do not occur. Refer to Section 193-4(b) for holidays that apply.

ARTICLE VI. TEMPORARY SUSPENSION OF SERVICES

193-24 Authority

- A. The City Manager or designee may suspend trash and recycling (and yard waste when applicable) collection services for ~~on an~~ owner-occupied residences only if the home is unoccupied between a minimum of three months and a maximum of twelve months.
- B. A "Temporarily Suspend Garbage Service Application" must be completed in order to place the service on hold.
- C. A "Temporarily Suspend Garbage Service Application" must be received by the Customer Service Department at least five business days prior to the start of the suspension period.
- D. The Solid Waste Department will collect the trash, recycling and yard waste (if applicable) containers at the start of the suspension and redeliver them on the expected date of return.
- E. The residence for which the suspension has been approved shall remain vacant during the suspension period.
- F. Service will automatically be reactivated at the end of the approved suspension period, unless a request for an additional period of temporary suspension has been requested and approved by the City Manager or designee prior to the automatic reactivation. Failure to request an extension prior to the reactivation date will result in the resumption of the monthly solid waste fee. Continuation of a suspension of service after reactivation requires a new "Temporarily Suspend Garbage Service Application" to be filed with the appropriate fee.
- G. When a suspension is active, the customer may not use any other city trash/recycling/yard waste services, including someone else's container or bulk service.
- H. No credit will be issued should customer fail to submit and complete the "Temporarily Suspend Garbage Service Application."
- I. Partial or retroactive payments of monthly fees are prohibited.

193-25. Suspension Fee

- A. At the time of the suspension request, the following service fees shall be paid by the customer:
 - (1) A fee of \$35 for removal and storage of the container(s).
 - (2) A fee of \$35 for redelivery of the container(s).
- B. Service fee shall be paid at the time the "Temporarily Suspend Garbage Service Application" is submitted to the Customer Service Department.

193-26. Noncompliance, Violations and Penalties

- A. Noncompliance of this article will result in the immediate reactivation of the solid waste services.
- B. The account will be billed the full service fees for the entire suspension period and a \$100 account reconciliation fee assessed for noncompliance.
- C. Violations and Penalties set forth in Section 193-6 shall also apply to Article VI.

SECTION 3. Dates.

Introduction 02-23-2014

Ordinance is effective ten days after adoption.

CITY OF MILFORD

GIS TECHNICIAN

GENERAL RESPONSIBILITIES

Performs computer aided drafting (CAD) and technical support in the development, implementation, operation and maintenance of the City of Milford's geographic information systems (GIS) programs in the preparation and drawing of utility location maps; Performs other duties as required. Work is performed under the supervision of the Coordinator of Planning & Economic Development Activities in close cooperation with the Electric Department and General Public Works Superintendents.

ESSENTIAL DUTIES

(These are intended only as illustrations of the various types of work performed. The omission of specific duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position.)

Maintains City maps and assists in updating maps through the use of a CAD system.
Develop and implement the operation and maintenance of a GIS program.
Ensures the accuracy of information and data in mapping systems.
Maintains and updates mapping software as needed.
Performs any assigned tasks as required.

KNOWLEDGE, SKILLS AND ABILITIES

Knowledge of computer aided drafting (CAD) and geographic information systems (GIS); proficiency in general cartographic skills; knowledge of legal descriptions of land; ability to produce and maintain accurate and legible drawings and update through the use of software; ability to read maps and site plans; ability to establish and maintain positive working relationships with supervisor, co-workers, contractors and the public; working knowledge of personal computers and pertinent applications; regular and timely attendance; performance of duties in a safe manner.

EDUCATION AND EXPERIENCE

High school diploma or equivalent, with at least 1 year experience with (CAD), (GIS) and Windows software; must possess knowledge of all streets and subdivisions in and around the City of Milford.

A comparable amount of training and experience may be substituted for the minimum qualifications.

PHYSICAL REQUIREMENTS

Must have the use of sensory skills in order to effectively communicate and interact with other employees and the public through the use of the telephone and personal contact as normally defined by the ability to see, read, talk, hear, handle or feel objects and controls. Physical capability to effectively use and operate various items of office related equipment, such as, but not limited to a, personal computer, calculator, copier, and fax machine. Significant climbing, stooping, kneeling, crouching, reaching, standing, walking, pushing, pulling, lifting, grasping, and repetitive motions. Ability to lift up to 20 pounds.

SPECIAL REQUIREMENTS

Possession and retention of a valid Delaware vehicle operator’s license; must pass testing for substance abuse and criminal background investigation.

FLSA STATUS

Non Exempt

PAY GRADE

7

Rev. 2/15

The City of Milford assures Equal Employment Opportunities and equal education opportunities for employees and students as required by Federal and State Orders and Laws. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential tasks. This job description is intended to accurately reflect the position activities and requirements. However, management and administration reserves the right to modify, add, or remove duties and assign other duties as necessary. It is not intended to be and should not be construed as an all-inclusive list of all the responsibilities, skills, or working conditions associated with the position.

CITY OF MILFORD

COORDINATOR OF PLANNING & ECONOMIC DEVELOPMENT ACTIVITIES

GENERAL RESPONSIBILITIES

Coordinates comprehensive planning, reviews submissions related to land development, as well as coordinates mapping efforts; Plans and administers economic development and business assistance; Does related work as required.

ESSENTIAL DUTIES

(These are intended only as illustrations of the various types of work performed. The omission of specific duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position.)

Develop and coordinate zoning and subdivision regulations;
Review of construction site plans and subdivision plans for compliance;
Coordination of land development as well as business applications;
Supervision of inspection and code enforcement staff assigned to the position;
Manage electronic media applications and exhibits for City Administration;
Implement property and zoning map preparation and updating of overall City mapping;
Implement production of infrastructure maps;
Coordinate planning activities with internal and external planning partners;
Plan and direct City economic development initiatives;
Coordinate economic development activities with other jurisdictions and State;
Provide referral, planning and research assistance for business entrepreneurs;
Respond to requests for information about taxes, utility rates, ordinances, codes, etc.;
Organize and conduct site visits for potential business/industry partners;
Prepare grant applications for financial incentives to attract businesses;
Update and maintain web-based resources and related content used by development community as well as business/industry;
Performs related work as required.

KNOWLEDGE, SKILLS AND ABILITIES

Comprehensive knowledge of the principles and practices of planning and regulations related to planning. Considerable ability in establishing and maintaining effective relationships with the business/industry community, public bodies; ability to communicate orally and in writing to a wide variety of individuals and groups, mature judgment; advanced knowledge of computers and pertinent mapping applications; regular and timely attendance; performance of duties in a safe manner.

EDUCATION AND EXPERIENCE

Bachelor's degree from an accredited four year college or university in planning, cartography, engineering, public administration or a closely related field with considerable related experience, preferably in a local government; or any combination of experience, and training which provides the required knowledge and skills.

PHYSICAL REQUIREMENTS

This is sedentary work requiring the exertion of up to 10 pounds of force occasionally and a negligible amount of force frequently or constantly to move objects; work requires repetitive hand and finger motions; vocal communication is required for expressing or exchanging ideas by means of the spoken word; hearing is required to perceive information at normal spoken word levels; visual acuity is required for preparing and analyzing written or computer data, use of measuring devices, determining the accuracy and thoroughness of work, and observing general surroundings and activities; the work is not subject to adverse environmental conditions.

SPECIAL REQUIREMENTS

Possession and retention of a valid Delaware vehicle operator's license; must pass testing for substance abuse and criminal background investigation.

FLSA STATUS

Exempt

PAY GRADE

14

Rev. 8/14

The City of Milford assures Equal Employment Opportunities and equal education opportunities for employees and students as required by Federal and State Orders and Laws. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential tasks. This job description is intended to accurately reflect the position activities and requirements. However, management and administration reserves the right to modify, add, or remove duties and assign other duties as necessary. It is not intended to be and should not be construed as an all-inclusive list of all the responsibilities, skills, or working conditions associated with the position.

CITY OF MILFORD

SUPERINTENDENT, ELECTRIC

GENERAL RESPONSIBILITIES

Responsible for operating and maintaining the City electrical system, responding to trouble calls installing of new aerial, underground lines also performing maintain and maintenance the existing ones. Also responsible for installing and maintaining fiber optic system as well as the operation, maintenance and coordination of the City traffic light, operating the Scada system for the electric and water system reasonable for the installing and maintaining of the lighting of the public sport fields, public fairs, Christmas displays and the public work complex and reporting on department activities to the City Manager.

ESSENTIAL DUTIES

(These are intended only as illustrations of the various types of work performed. The omission of specific duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position.)

- Oversee and assist in electric distribution design.
- Assist in the design of electric rates and rules and regulations.
- Develop and implement department policy and programs; overall management.
- Deal with developers in preconstruction meeting, progress meetings and field issues on site.
- Design of electric infrastructure for development.
- Design of electric for commercial sites and dealing with field issues.
- Design of electric for residential sites.
- Help putting part lists together and review them for electric designs.
- Review the purchasing list for warehouse.
- Map and update system map and putting together mapping data to send to the Engineer and reviewing maps that return from the Engineer.
- Provide customer service in dealing with customer complaints.
- Deal with employees issues training, discipline, and payroll.
- Plan system improvements.
- Install and trouble shoot electric SCADA system.
- Install and trouble shoot Water SCADA system.
- Deal with building maintenance issues
- Performs related work as required.

KNOWLEDGE, SKILLS AND ABILITIES

Considerable experience in electrical distribution theory and practice; understanding of SCADA systems theory and operation; thorough knowledge of the occupational hazards and safety

SUPERINTENDENT, ELECTRIC

precautions of electric distribution systems; ability to prepare plans and detailed reports; knowledge of public administration, management practices and methods regarding the operation of a municipal utility; the ability to operate a PC with a working knowledge of Auto Cad, Excel, And MS Word; effective oral and written communication skills.

EDUCATION AND EXPERIENCE

High school diploma or equivalent. Five to seven years of experience as a lineman and supervisor.

A comparable amount of training and experience may be substituted for the minimum qualifications.

PHYSICAL REQUIREMENTS

Must have the use of sensory skills in order to effectively communicate and interact with other employees and the public through the use of the telephone and personal contact as normally defined by the ability to see, read, talk, hear, handle or feel objects and controls. Physical capability to effectively use and operate various items of office related equipment, such as, but not limited to a, personal computer, calculator, copier, and fax machine. Significant climbing, stooping, kneeling, crouching, reaching, standing, walking, pushing, pulling, lifting, grasping, and repetitive motions. Ability and strength to perform manual labor; ability to be on call and respond within 30 minutes of City Yard; physical stamina to withstand working under adverse weather conditions.

SPECIAL REQUIREMENTS

Possession and retention of a valid Delaware vehicle operator's license; must pass testing for substance abuse and criminal background investigation.

FLSA STATUS

Exempt

PAY GRADE

15

Rev. 2/15

The City of Milford assures Equal Employment Opportunities and equal education opportunities for employees and students as required by Federal and State Orders and Laws. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential tasks. This job description is intended to accurately reflect the position activities and requirements. However, management and administration reserves the right to modify, add, or remove duties and assign other duties as necessary. It is not intended to be and should not be construed as an all-inclusive list of all the responsibilities, skills, or working conditions associated with the position.

CITY OF MILFORD

SUPERINTENDENT, PUBLIC WORKS (GENERAL)

GENERAL RESPONSIBILITIES

Responsible for managing, overseeing and coordinating the functions of the City's Public Works Departments, which include Water/Sewer, Garage, Streets and Solid Waste Departments, but excludes Electric Department. The position is responsible for planning and implementing capital projects, supervising staff, establishing and enforcing policy and procedures, preparing budgets and reporting on department activities to the City Manager.

ESSENTIAL DUTIES

(These are intended only as illustrations of the various types of work performed. The omission of specific duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position.)

Oversee and assist in all functions of the Water/Sewer, Garage, Streets and Solid Waste Departments. Assist in the development of water/sewer and trash rates, rules and regulations and future expansions. Direct and monitor departmental activities, including street repairs and drainage maintenance, solid waste collection, water/sewer services and vehicle/equipment maintenance and repairs.

Plan and oversee departmental capital projects.

Develop and implement department policy and programs; overall management.

Deal with developers in preconstruction meeting, progress meetings and field issues on site.

Oversee design of streets and water/sewer services for residential as well as commercial development.

Review and approve purchase orders.

Cooperate with Coordinator of Planning & Economic Development Activities, to maintain and update, Public Works (General) mapping.

Provide customer service in dealing with customer complaints.

Deal with employees issues such as training, safety, discipline, and payroll.

Coordinate and document activities during emergencies such as snow storms, floods and hurricanes

Develop and implement City facilities maintenance plan.

Perform related work as required.

KNOWLEDGE, SKILLS AND ABILITIES

Comprehensive knowledge of principles, practices and regulations relating to public works, excluding electric; ability to establish and maintain effective relationships with subordinates, contractors, developers, County, Federal and State agencies and the public; ability to prepare plans and detailed reports; knowledge of public administration, management practices and methods regarding the operation of a municipal public works facility; good professional judgment; the ability to operate a PC with a working knowledge of Microsoft Office, including Excel and Word; effective oral and written communication skills; regular and timely attendance; performance and direction of duties in a safe manner.

SUPERINTENDENT, PUBLIC WORKS (GENERAL)

EDUCATION AND EXPERIENCE

Bachelor's degree in engineering or a closely related field; Five to seven years of experience in public works administration.

A comparable amount of training and experience may be substituted for the minimum qualifications.

PHYSICAL REQUIREMENTS

Must have the use of sensory skills in order to effectively communicate and interact with other employees and the public through the use of the telephone and personal contact as normally defined by the ability to see, read, talk, hear, handle or feel objects and controls. Physical capability to effectively use and operate various items of office related equipment, such as, but not limited to a, personal computer, calculator, copier, and fax machine. Significant climbing, stooping, kneeling, crouching, reaching, standing, walking, pushing, pulling, lifting, grasping, and repetitive motions.

SPECIAL REQUIREMENTS

Possession and retention of a valid Delaware vehicle operator's license; must pass testing for substance abuse and criminal background investigation.

FLSA STATUS

Exempt

PAY GRADE

15

Rev. 2/15

The City of Milford assures Equal Employment Opportunities and equal education opportunities for employees and students as required by Federal and State Orders and Laws. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential tasks. This job description is intended to accurately reflect the position activities and requirements. However, management and administration reserves the right to modify, add, or remove duties and assign other duties as necessary. It is not intended to be and should not be construed as an all-inclusive list of all the responsibilities, skills, or working conditions associated with the position.



OFFICE OF THE CITY MANAGER
HANS MEDLARZ
TELEPHONE 302-424-3712

201 SOUTH WALNUT STREET
MILFORD, DE 19963
FAX 302-424-3558

February 2015 City Manager's Supplemental Report

Administration:

- Airport Road Repair- Status Update

The City contracted with John D. Hynes & Associates, Inc. a geotechnical firm out of Salisbury. They conducted five (5) pavement and subsoil borings identifying the structural deficiencies of the road. WE will use the findings in the attached report to refine the repair approach. In addition the Mayor and the Manager sent out the letters to all our legislators. They were also shared with the League of local Governments for wider distribution. Since then we heard from Senator Simpson supporting our approach and pledging funds if they are restored. We urge all our Council Members to make contact as the Mayor and I follow the State Budget process.



JOHN D. HYNES & ASSOCIATES, INC.

*Geotechnical and Environmental Consultants
Monitoring Well Installation
Construction Inspection and Materials Testing*

February 10, 2015

Randy B. Duplechain, P.E.
Davis, Bowen & Friedel, Inc.
23 North Walnut Street
Milford, Delaware 19963

Re: Report of Subsurface Exploration and Geotechnical
Consulting Services
Milford Airport Road Rehabilitation
Milford, Delaware
Project No.: JDH-10/15/124

Dear Mr. Duplechain:

John D. Hynes & Associates, Inc. has completed the authorized subsurface exploration and geotechnical engineering evaluations for the Milford Airport Road Rehabilitation project located in Milford, Delaware. Our services were conducted, generally, in accordance with our proposal dated January 19, 2015, and subsequent communications between our office and the office of Davis, Bowen & Friedel, Inc.

This report describes the exploration methods employed, exhibits the data obtained, and presents our evaluations and recommendations. We provide recommendations for site preparation, fill construction, and pavement subgrade support.

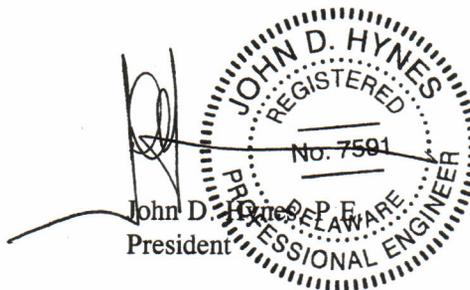
We appreciate the opportunity to be of service to you. If you have any questions regarding the contents of this report or if we may be of further assistance, please contact our office.

Respectfully,

JOHN D. HYNES & ASSOCIATES, INC.

Justin J. Redding, E.I.
Staff Engineer

JJR: JDH/jsl



John D. Hynes, P.E.
President



PURPOSE AND SCOPE

The subsurface exploration study was performed to evaluate the subsurface conditions with respect to the following:

1. General site and subgrade preparation;
2. Fill and backfill construction;
3. Subgrade construction and inspection procedures;
4. Pavement subgrade preparation;
5. Pavement subgrade support;
6. Location of groundwater and applicable construction dewatering control procedures; and
7. Other aspects of the design and construction for the proposed structures indicated by the exploration.

An evaluation of the site, with respect to potential construction problems and recommendations dealing with earthwork and inspection during construction, is included. The inspection is considered necessary both to confirm the subsurface conditions and to verify that the soils related construction phases are performed properly.

EXISTING SITE CONDITIONS

As shown on the Project Location Map (Drawing JDH-10/15/124-A) in the Appendix, the project site is located along Airport Road in Milford, Delaware. The project boundaries are located on the north side of the residential subdivision that is accessed by Ashley Way. Topographically, the project site is a relatively flat and straight section of roadway pavement. Farmland, residential properties and commercial properties surround the project site.

FIELD EXPLORATION AND STUDY

In order to determine the nature of the subsurface conditions at the site, 5 test borings, designated as SB-1 to SB-5, were drilled to depths of 5.5 feet below the pavement surface. The borings were drilled on January 29, 2015 at locations shown on our Boring Location Plan (Drawing JDH-10/15/124-B) in the Appendix. The test borings were drilled along the westbound side of the roadway including the shoulder. Borings SB-2 and SB-4 were drilled in the travel lane. Borings SB-1, SB-3 and SB-5 were drilled in the pavement shoulder. The surficial pavements were core drilled and their thicknesses and material identifications are located on the boring logs in the Appendix. The soil borings were drilled using a Mobile B-47 HD trailer-mounted drill rig.

Soil sampling and testing were carried out in accordance with ASTM Specification D-1586. A brief description of our field procedures is included in the Appendix. The results of all boring and sampling operations are shown on the boring logs.

Samples of the subsurface soils were examined by our engineering staff and were visually classified in accordance with the Unified Soil Classification System (USCS), AASHTO Classification System, and ASTM Specification D-2488. The estimated USCS symbols appear on the boring logs and keys to the systems' nomenclature are provided in the Appendix of this report.



We note that the test boring records represent our interpretation of the field data based on visual examination and selected soil classification tests. Indicated interfaces between materials may be gradual.

The field exploration data was supplemented with laboratory testing data. The laboratory at John D. Hynes & Associates, Inc. performed 3 Sieve Analysis tests, 1 Atterberg Limits (Liquid and Plastic Limit) test, and 1 Natural Moisture Content test. The test results are noted on the boring logs in the Appendix.

SUBSURFACE CONDITIONS

At the time of our field exploration, 4.5 to 9 inches of asphalt pavements were encountered at the surface of all of the boring locations. Borings SB-2 and SB-4 were drilled at the center of the westbound lane. Borings SB-1, SB-3 and SB-5 were drilled in the shoulder. Other surficial materials in varying thicknesses may be encountered at other locations on site. The table below illustrates the pavement sections encountered at the boring locations.

| Boring Locations | Asphalt Thickness (in.) | Gravel Subbase (in.) |
|-------------------------|--------------------------------|-----------------------------|
| SB-1 | 4.5 | 9.0 |
| SB-2 | 9.0 | 0 |
| SB-3 | 4.5 | 8.5 |
| SB-4 | 7.5 | 0 |
| SB-5 | 5.25 | 9.75 |

Subsurface soils, visually classified in accordance with the USCS and AASHTO classification systems, consisted entirely of low-silt SANDs (SP-SM, A-1-b and A-2-4), Silty SANDs (SM, A-2-4 and A-4), Clayey SANDs (SC, A-2-6), SAND and SILT and Clayey SILT (SM/ML, ML, A-4) and Silty CLAYs (CL, A-6 and A-7).

During drilling operations, groundwater was not encountered. Test borings were drilled to depths of 5.5 feet below the ground surface. Groundwater elevations may vary at other times during the year depending upon the amount of local precipitation.

PROJECT CHARACTERISTICS

Proposed for development on the site is the rehabilitation of the pavement surfaces along Airport Road at the front entrance way to Ashley Way in Milford, Delaware. The residential subdivision on Ashley Way is on the south side of Airport Road and is approximately 2,000 feet west of DuPont Boulevard (DE-13). We understand that the pavement serves as an artery to serve residential communities and commercial developments.

RECOMMENDATIONS

The following recommendations and considerations are based on our understanding of the proposed construction, the data obtained from the exploration, and our previous experience with similar subsurface conditions and projects. If there are any significant changes to the project characteristics, we request that this office be advised so the recommendations of this report can be re-evaluated.



A. Site Preparation

Prior to the construction of the new pavement, the existing pavement system should be removed. The asphalt pavement should be recycled at an asphalt plant that is equipped for recycling.

After the pavement removal has been completed the site should be graded to the proposed subgrade elevation. If fill material is required to establish the new subgrade elevation, the fill should be installed in accordance with Section B of this report. The exposed subgrade soils should be inspected by the Geotechnical Engineer or his approved representative. Prior to the pavement system construction, the inspector should require the exposed subgrade materials be proofrolled utilizing a heavily-loaded dump truck or other pneumatic tired vehicle of similar size and weight. The purpose of proofrolling would be to provide surficial densification and to locate any isolated areas of soft or loose soils requiring undercutting. Proofrolling is not advised in wet areas which may deteriorate under repeated vehicular loading. Wet areas should be drained and allowed to dry prior to proofrolling. Precipitation may result in standing water (perched water) at low areas. If the water is allowed to pond, the natural soils may deteriorate and overexcavation or subgrade improvement may be necessary at those areas. The Geotechnical Engineer should be consulted to evaluate poor subgrade conditions during construction.

Care should be exercised during the grading operations at the site. Shallow SM and ML-SM materials were identified at the boring locations. The ML-SM and some SM materials are sensitive to changes in moisture conditions and should therefore be protected. If earthwork is conducted in the presence of moisture, the traffic of heavy equipment, including heavy compaction equipment, may create pumping and a general deterioration of the subgrade soils. If subgrade problems arise, the Geotechnical Engineer should be consulted for an evaluation of the conditions. Overexcavated areas resulting from the removal of utilities, debris, or otherwise unsuitable materials should be backfilled with properly compacted materials in accordance with the procedures discussed in the following section.

B. Fill Selection, Placement and Compaction

It is recommended that all materials to be used as structural fill be inspected, tested and approved by the Geotechnical Engineer prior to use. The existing SM and SP (A-1, A-2 and A-3) soils that do not contain organics may be re-used for structural fill. Acceptable borrow material should include GW, GP, GM, SM, SW and SP classified in accordance with the USCS, and A-1, A-2 and A-3 in accordance with the AASHTO system. Furthermore, the material to be utilized as structural fill should have a Plasticity Index (PI) less than 20. The existing SC, ML-SM, and CL (A-4, A-5, A-6 and A-7) soils should not be used as structural fill.

The importation of high quality, granular material should be allowed, and acceptable unit rates for importation and placement should be established. Sand, gravel or sand/gravel mixtures would be appropriate for wet weather placement. Otherwise, the materials noted above will be acceptable for use as structural fill.

Structural fill should be placed in lifts which are 8 inches or less in loose thickness and should be compacted to at least 95 percent of the Modified Proctor maximum dry density (ASTM D-1557). Adjustments to the natural moisture content of the soils may be required in order to obtain specified compaction levels. Should utility construction be performed after earthwork, the Contractor should be responsible for achieving 95 percent compaction in all trench backfill. These guidelines should be set for all structural fill at the site.



For the proofrolling and fill compaction operations, fill limits should be extended the full width of the pavement, pavement shoulder, and 1 foot outside the shoulder edge, where possible. A sufficient number of in-place density tests should be performed by an engineering technician to verify that the proper degree of compaction is being obtained in all fill soils.

C. Pavement Subgrade Support

As indicated under "Field Exploration and Study" above, 5 pavement area borings, designated SB-1 to SB-5, were drilled to depths of 5.5 feet along the pavement and shoulder. Samples of the subsurface soils were examined by our engineering staff and visually classified in accordance with AASHTO and USCS soil classification systems. We note that we encountered both "good" and "poor" soils at the pavement subgrades. We, therefore, recommend designing the pavement for poor subgrade support.

All pavement subgrade areas should be inspected and proofrolled in accordance with Section A and B of this report. The pavement subgrade soils will consist of materials having the classifications of A-4 (SM/ML, ML) and A-2-4 (SM). The top 12 inches of the natural subgrades at pavement areas should be compacted to 95 percent of the Modified Proctor maximum dry density (ASTM D-1557) prior to fill or stone placement.

The new pavement should be constructed on a uniformly firm subgrade with the subgrade soils and fill compacted to 95 percent of ASTM D-1557, and that organic soils have been removed from pavement subgrade areas (see Section A).

The pavement materials and construction should be in general accordance with the DelDOT Road Design Manual latest edition, and this report.

D. Groundwater and Drainage

Groundwater was not encountered during drilling operations to depths of 5.5 feet below the ground surface. Considering the proposed construction, the Contractor will likely not experience subgrade construction problems relating to the groundwater. The Contractor should be prepared to dewater the lowest excavations in the event of the infiltration of precipitation. If required, suitable measures for dewatering should be implemented. These methods may include sumping and pumping, etc. Efforts should be made to keep exposed subgrade areas dry during construction, primarily, because the soils will be susceptible to deterioration and loss of strength in the presence of moisture.

ADDITIONAL SERVICES RECOMMENDED

Additional engineering, testing and consulting services recommended for this project are summarized below.

A. Site Preparation and Proofrolling Monitoring

The Geotechnical Engineer or experienced soils inspector should inspect the site after it has been stripped and excavated. The inspector should determine if any undercutting or in-place densification is necessary to prepare a subgrade for fill placement, or slab and pavement support. The inspector should verify that organic soils, and organic matter have been removed from all structural subgrade areas prior to filling operations.



B. Fill Placement and Compaction Monitoring

The Geotechnical Engineer or experienced soils inspector should witness all fill operations and take sufficient in-place density tests to verify that the specified degree of fill compaction is achieved. The inspector should observe and approve borrow materials used and should determine if their existing moisture contents are acceptable.

C. Pavement System Inspection

All pavement subgrade soils should be inspected and compacted, in accordance with Section A and B of this report, prior to the placement of pavement materials to verify that proper compaction has been achieved and that project specifications are being followed. The subbase stone layer should be tested for compaction to verify that the project requirements are met.

REMARKS

This report has been prepared solely and exclusively for Davis, Bowen & Friedel, Inc. to provide guidance to design professionals in developing facilities plans for the Milford Airport Road project located in Milford, Delaware. It has not been developed to meet the needs of others, and application of this report for other than its intended purpose could result in substantial difficulties. The Consulting Engineer cannot be held accountable for any problems which occur due to the application of this report to other than its intended purpose. This report in its entirety should be attached to the project specifications.

These analyses and recommendations are, of necessity, based on the concepts made available to us at the time of the writing of this report, and on-site conditions, surface and subsurface that existed at the time the exploratory borings were drilled. Further assumption has been made that the limited exploratory borings, in relation both to the areal extent of the site and to depth, are representative of conditions across the site. It is also recommended that we be given the opportunity to review all plans for the project in order to comment on the interaction of soil conditions as described herein and the design requirements.

Our professional services have been performed, our findings obtained and our recommendations prepared in accordance with generally accepted engineering principles and practices.

N



JOHN D. HYNES & ASSOCIATES, INC.

32185 Beaver Run Drive • Salisbury, Maryland 21804
410-546-6462 / Fax: 410-548-5346

Date: February 2, 2015

Scale: 1 in. = 180 ft.

Drawn: Google/Hynes

Boring Location Plan
Milford – Airport Road
Milford, Delaware

DWG. No.

JDH-10/15/124-B



OFFICE OF THE CITY MANAGER
HANS MEDLARZ
TELEPHONE 302-424-3712

201 SOUTH WALNUT STREET
MILFORD, DE 19963
FAX 302-424-3558

February 2015 City Manager's Supplemental Report

Administration:

- Potential Fire Siren Elevation Change

We continued the mediation process between residents and Carlisle Fire Company regarding downtown siren use by holding two meetings with the Fire Company and one with the group leader. Two options to reduce the impact on the residents rose to most likely implementation status. The first one being a change in elevation to the top of the water tower which would eliminate some of the sound wave reflections off the downtown buildings. In order to get a cost associated with that improvement we contacted Southern Corrosion the City's Maintenance Company. We are still waiting for that quotation but a reminder was submitted. The second possible improvement is a "blackout" during the late night hours. Carlisle Fire Company Board is to start this discussion internally and let us know of the outcome.



AIA[®]

Document G701™ – 2001

Change Order

| | | |
|---|---|--|
| PROJECT <i>(Name and address):</i> Former PNC Bank Building Renovations 119 S. Walnut Street City of Milford Sussex County, Delaware | CHANGE ORDER NUMBER: 003 DATE: February 2, 2015 | OWNER: <input checked="" type="checkbox"/> ARCHITECT: <input checked="" type="checkbox"/> CONTRACTOR: <input checked="" type="checkbox"/> FIELD: <input type="checkbox"/> OTHER: <input type="checkbox"/> |
| TO CONTRACTOR <i>(Name and address):</i> Donald E. Reisinger, Inc. 717 East Washington Street West Chester, PA 19380 | ARCHITECT'S PROJECT NUMBER: 052A154.F04 CONTRACT DATE: May 16, 2014 CONTRACT FOR: General Construction | |

THE CONTRACT IS CHANGED AS FOLLOWS:

(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)
Cost for Owner requested additional floor outlets, teller dividers, conduits from IT, additional infrastructure for Diebold equipment, relocating circuits, and credits for Diebold casework and leftover allowance.

| | |
|--|---------------|
| The original Contract Sum was | \$ 317,000.00 |
| The net change by previously authorized Change Orders | \$ 31,014.03 |
| The Contract Sum prior to this Change Order was | \$ 348,014.03 |
| The Contract Sum will be increased by this Change Order in the amount of | \$ 9,119.01 |
| The new Contract Sum including this Change Order will be | \$ 357,133.04 |

The Contract Time will be unchanged by Zero (0) days.
The date of Substantial Completion as of the date of this Change Order therefore is

NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

| | | |
|---|--|---|
| Davis, Bowen & Friedel, Inc. ARCHITECT <i>(Firm name)</i> | Donald E. Reisinger, Inc. CONTRACTOR <i>(Firm name)</i> | City of Milford OWNER <i>(Firm name)</i> |
| 23 N. Walnut Street Milford, Delaware 19963 ADDRESS | 717 East Washington Street West Chester, PA 19380 ADDRESS | 201 S. Walnut Street Milford, Delaware 19963 ADDRESS |
| BY <i>(Signature)</i> | BY <i>(Signature)</i> | BY <i>(Signature)</i> |
| Michael Bauman, AIA <i>(Typed name)</i> | Scott Schurman <i>(Typed name)</i> | Hans Medlarz, City Manager <i>(Typed name)</i> |
| 2/2/15 DATE | 2/2/15 DATE | DATE |

DONALD E. REISINGER, INC
General Contractor
717 E. Washington Street
West Chester, PA 19380
Phone 610-696-6921 Fax 610-696-2352

November 24, 2014

Davis, Bowen & Friedel, Inc.
23 N. Walnut Street
Milford, DE 19963

Att: Mike Bauman

Re: Former PNC Bank Renovation/Milford Billing Department

Subject: PCO #12 Install additional Infrastructure for Diebold Equipment

We are writing you at this time to submit our additional cost for additional work as per your request. The work was to include the installation of two dedicated electrical outlets and on convenience outlet under the counter for the new Diebold equipment. We will also install two access panels in the new ceiling in the drive thru to access the blower motors for service and repair. Our cost for this work is as stated below:

| | |
|-------------------------------|-------------------|
| Electrical Subcontractor Cost | \$1,320.00 |
| Materials | \$140.00 |
| Labor | \$32.50 |
| Supervision | \$40.00 |
| <u>Subtotal</u> | <u>\$1,532.50</u> |
| GC OH 10% | \$153.25 |
| <u>GC Profit 5%</u> | <u>\$84.29</u> |
| TOTAL COST | \$1,770.04 |

We would like to thank you in advance for your cooperation in this matter.



Terri Nelson
President



14 Mill Park Court Newark, DE 19713 P: 302.453.4000 F: 302.453 4493
540 S. Bedford Street Georgetown, DE 19947 P: 302.856.1006 F: 302.856 6119

CHANGE ORDER PROPOSAL

DATE: 11/14/14
BID #: 7994

SUBMITTED DONALD REISINGER
TO: 717 E. WASHINGTON ST
WEST CHESTER, PA. 19380

JOB NAME: PNC Bank
JOB LOCATION: Milford, DE.
JOB NUMBER: 14-0794

EXISTING CONTRACT NO. DATE OF EXISTING CONTRACT

CHANGE ORDER PROPOSAL NO. 006

We hereby submit specifications and estimates for the following changes:

THIS CHANGE ORDER IS TO REMOVE THE 3 INCH 90 AND REPLACE IT WITH A 24 X 24 BOX AND COVER.

THIS IS THE FOLLOWING BREAKDOWN:

LABOR \$480.00
MATERIAL \$242.00
TOTAL \$722.00

ATTACHED:

We propose hereby to furnish material and labor in accordance with above specifications for the sum of:
Seven hundred twenty two dollars 00/100 \$722.00

Payment to be made as follows: As per Contract

Pricing is valid for 30 days from issue date, after which, we reserve our right to reevaluate our proposal for commodity fluctuation.

The above additional work to be performed under same conditions as specified in original contract unless otherwise stipulated. This Revision becomes part of, and in conformance with, the existing contract.

Authorized Signature Tim Shipp /Project Manager
NICKLE Electrical Companies

ACCEPTANCE OF CHANGE ORDER - 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.

SIGNATURE _____ SIGNATURE _____
Owner(s) or Authorized Representative(s)

Date of Acceptance _____

THIS IS CHANGE ORDER NO. _____

DONALD E. REISINGER, INC
General Contractor
717 E. Washington Street
West Chester, PA 19380
Phone 610-696-6921 Fax 610-696-2352

November 24, 2014

Davis, Bowen & Friedel, Inc.
23 N. Walnut Street
Milford, DE 19963

Att: Mike Bauman

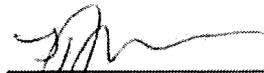
Re: Former PNC Bank Renovation/Milford Billing Department

Subject: PCO #13 Relocate Circuits in Panel 1FP

We are writing you at this time to submit our additional cost for additional work as per your request. The work was to include the relocation of circuits that were to remain in panel 1FP which was to be removed according to the demo print. This work was done as time and material and we have attached our subcontractors worksheets. Our cost for this work is as stated below:

| | |
|-------------------------------|-------------------|
| Electrical Subcontractor Cost | \$1,564.68 |
| <u>Supervision</u> | <u>\$40.00</u> |
| Subtotal | \$1,604.68 |
| GC OH 10% | \$160.47 |
| <u>GC Profit 5%</u> | <u>\$88.26</u> |
| TOTAL COST | \$1,853.41 |

We would like to thank you in advance for your cooperation in this matter.



Terri Nelson
President

14 Mill Park Court
Newark, DE 19713
(302) 453-4000 • Fax: (302) 453-4493

540 S. Bedford Street
Georgetown, DE 19947
(302) 856-1006 • Fax: (302) 856-6119

Job Name: PNC BANK
Job Location: Milford DE
Bill To: _____

Date: 10/6/14
Job No.: 14-0794
Change Order No.: 2 of 2

Nature of Work & Reason for Change: (Box) add Boxes to Ridgid pipes from old pannel Re-feed from pannel pp-4 = for Vault upstairs 2 cond floor Conference Rm + Bath room + Closet for AC units.
Temp feed from pp 3 IN Basement
Sw. in box for when pannel is hot

Work Request by (Print Name): _____

| Qty. | MATERIALS / TOOLS | Unit | Amount | Classif. | LABOR | | Amount |
|-------------------------|-------------------------------|-------|--------|--|---------------------|-------|----------|
| | | | | | Name | Hours | |
| 2 | 4" Squar Box's | 16450 | 220 | M | BRIAN D | 6 | 480.00 |
| 2 | 4" Square covers | 16540 | 98 | | | | |
| 1 | Deep old work single | 15739 | 238 | | | | |
| 1 | Plastic cover plate | 16260 | 44 | | | | |
| 1 | Square 4" cover with KD | 16540 | 49 | | | | |
| 2 | closed nipples 1/2" | 2050 | 202 | | | | |
| 6 | 1/2 lock nuts | 3250 | 60 | | | | |
| 8 | Single mc connectors | 11850 | 552 | | | | |
| 2 | Single pole 20amp GE Breaker. | 28190 | 2776 | | | | |
| 40' | 122 mc. | 11871 | 2600 | | | | |
| | | | | | TOTAL LABOR: | | 480.00 |
| | | | | | MATERIAL/EQUIP: | | 68.39 |
| | | | | | SUB TOTAL: | | \$548.39 |
| | | | | | GROSS RECEIPTS TAX: | | |
| | | | | | TOTAL: | | \$548.39 |
| SUB TOTAL: | | | 6839 | FOREMAN: Indicate if job is completed <u>yes</u> . If not, state <u>100</u> % completed. | | | |
| PROFIT & OVERHEAD: | | | | | | | |
| MATERIAL TOTAL: | | | | | | | |
| TOOLS/EQUIP/TRAVEL EXP: | | | | | | | |
| TOTAL: | | | \$6839 | <u>Brian Danwick</u> (Foreman/Signature) | | | |

MATERIAL & LABOR APPROVED BY: _____ Date: 10/6/14
(Signed - Customer's Rep.) Date



NICKLE
ELECTRICAL COMPANIES
Discover the Power of Quality

DAILY LABOR & MATERIAL REPORT

14 Mill Park Court
Newark, DE 19713
(302) 453-4000 • Fax: (302) 453-4493

540 S. Bedford Street
Georgetown, DE 19947
(302) 856-1006 • Fax: (302) 856-6119

Job Name: PNIC BANK
Job Location: Basement
Bill To: _____

Date: 9/16/14
Job No.: 14-0794
Change Order No.: 1062

Nature of Work & Reason for Change: Panel 1st Floor on Demo plan
Circuit #10 24amp single feeds all of Basement lts.
Found where feed in Box that is in pulling faults, in concrete ceiling
Pipe at Block. Re-feed from panel in basement + replaced SW.

Work Request by (Print Name): _____

| Qty. | MATERIALS / TOOLS | Unit | Amount | Classif. | LABOR | | Amount |
|-------------------------|--------------------|----------|--------|---|---------|-------|-----------|
| | | | | | Name | Hours | |
| 2 | FS Round Bows | 15500 | 822 | M | Brian D | 3 | 240.00 |
| 30' | 12 ² MC | 11871 | 1950 | | | | |
| 3 | MC Connectors | 11850 | 207 | | | | |
| 6 | TAN Wire Nuts | 12880 | 84 | | | | |
| 1 | SW Cover TAN | 31659 | 136 | | | | |
| 1 | Single pole SW | 901322 | 382 | | | | |
| TOTAL LABOR: | | | | | | | 240.00 |
| MATERIAL/EQUIP: | | | | | | | 35.90 |
| SUB TOTAL: | | | | | | | 275.90 |
| GROSS RECEIPTS TAX: | | | | | | | |
| TOTAL: | | | | | | | \$ 275.90 |
| SUB TOTAL: | | \$ 35.90 | | FOREMAN: Indicate if job is completed <u>Yes</u> . If not, state _____ % completed. | | | |
| PROFIT & OVERHEAD: | | \$ 35.90 | |  (Foreman/Signature) | | | |
| MATERIAL TOTAL: | | \$ 35.90 | | | | | |
| TOOLS/EQUIP/TRAVEL EXP: | | \$ 35.90 | | | | | |
| TOTAL: | | \$ 35.90 | | | | | |

MATERIAL & LABOR APPROVED BY: _____ (Signed - Customer's Rep.)
Date: 9/16/14

DONALD E. REISINGER, INC

General Contractor

717 E. Washington Street

West Chester, PA 19380

Phone 610-696-6921 Fax 610-696-2352

November 24, 2014

Davis, Bowen & Friedel, Inc.
23 N. Walnut Street
Milford, DE 19963

Att: Mike Bauman

Re: Former PNC Bank Renovation/Milford Billing Department

Subject: PCO #14 Add 2 Floor Outlets and 2 – 240 Outlets in IT Room

We are writing you at this time to submit our additional cost for additional work as per your request. The work was to include the installation of two new floor outlets, core drill two 4" diameter holes, pull new wire for the floor outlets, and install two 240 outlets in the IT room for the cabinet. This work was done as time and material and we have attached our subcontractors worksheets. Our cost for this work is as stated below:

| | |
|-------------------------------|-------------------|
| Electrical Subcontractor Cost | \$1,705.00 |
| <u>Supervision</u> | <u>\$40.00</u> |
| Subtotal | \$1,745.00 |
| GC OH 10% | \$174.50 |
| <u>GC Profit 5%</u> | <u>\$95.98</u> |
| TOTAL COST | \$2,015.48 |

We would like to thank you in advance for your cooperation in this matter.



Terri Nelson
President

14 Mill Park Court
Newark, DE 19713
(302) 453-4000 • Fax: (302) 453-4493

540 S. Bedford Street
Georgetown, DE 19947
(302) 856-1006 • Fax: (302) 856-6119

Job Name: PNC BANK
Job Location: Milford
Bill To: _____

Date: 10/6/14
Job No.: _____
Change Order No.: _____

Nature of Work & Reason for Change: Added 2 Extra Floor Rec
Core drill 2 Extra 4" holes pull 2 12² home runs
to panel 2 C Added 2 240 volt rec in ITRM
for cabinet.

Work Request by (Print Name): _____

| Qty. | MATERIALS / TOOLS FLOOR Rec | Unit | Amount | Classif. | LABOR | | Amount |
|------|-----------------------------------|-------|----------|----------|---------|-------|---|
| | | | | | Name | Hours | |
| 200' | 12 ² mc 654' | 11871 | 13000 | m | Brian D | 8 | 640.00 |
| 2 | 20amp Breakers 13.88 | 28490 | 2776 | | | | |
| 2 | supplies 4" core holes | | 100.00 | | | | |
| 2 | Floor rec | | 651.46 | | | | |
| | ITRM | | | | | | |
| 2 | 240 volt Twist Rec | | 4.80 | | | | |
| 2 | 240 volt-Coverplate | | 1.80 | | | | |
| 20' | 12 ³ mc 1.15' | 11880 | 2300 | | | | |
| 100' | Blk 12 Thn 174' | 10450 | 1700 | | | | |
| 100' | Wht 12 Thn | | 1700 | | | | |
| 100' | Red 12 Thn | | 1700 | | | | |
| 50' | green. 4thn 12 | | 650 | | | | |
| 2 | 2 pole 20amp Breakers | 28630 | 6392 | | | | 640.00 |
| 2 | 5/8 mud rings 1.59 | 16750 | 318 | | | | |
| 2 | 4" Squar Box | 16450 | 220 | | | | |
| | | | | | | | TOTAL LABOR: 1,065.62 |
| | | | | | | | MATERIAL/EQUIP: 0 |
| | | | | | | | SUB TOTAL: 1,065.62 |
| | | | | | | | GROSS RECEIPTS TAX: 0 |
| | | | | | | | TOTAL: 1,765.62 |
| | SUB TOTAL: | | 1,065.62 | | | | FOREMAN: Indicate if job is completed _____ . If not, state <u>100</u> → % completed. |
| | PROFIT & OVERHEAD: | | | | | | |
| | MATERIAL TOTAL: | | | | | | |
| | TOOLS/EQUIP/TRAVEL EXP: | | | | | | |
| | TOTAL: | | 1,065.62 | | | | (Foreman/Signature) _____ |

MATERIAL & LABOR APPROVED BY: _____

(Signed - Customer's Rep.)

Date

DONALD E. REISINGER, INC
General Contractor
717 E. Washington Street
West Chester, PA 19380
Phone 610-696-6921 Fax 610-696-2352

November 24, 2014

Davis, Bowen & Friedel, Inc.
23 N. Walnut Street
Milford, DE 19963

Att: Mike Bauman

Re: Former PNC Bank Renovation/Milford Billing Department

Subject: PCO #15 Add two 3 inch conduits from IT Room to Crawl Space

We are writing you at this time to submit our additional cost for additional work as per your request. The work was to include the installation of two new 3 inch conduits from the D-mark to the IT room and out to the crawl space. We also added a TV outlet and pulled Coax Cable to the D-mark in the basement. This work was done as time and material and we have attached our subcontractor's worksheets. Our cost for this work is as stated below:

| | |
|-------------------------------|-------------------|
| Electrical Subcontractor Cost | \$2,149.97 |
| <u>Supervision</u> | <u>\$40.00</u> |
| Subtotal | \$2,189.97 |
| GC OH 10% | \$218.00 |
| <u>GC Profit 5%</u> | <u>\$120.40</u> |
| TOTAL COST | \$2,528.37 |

We would like to thank you in advance for your cooperation in this matter.



Terri Nelson
President

14 Mill Park Court
Newark, DE 19713
(302) 453-4000 • Fax: (302) 453-4493

540 S. Bedford Street
Georgetown, DE 19947
(302) 856-1006 • Fax: (302) 856-6119

Job Name: PNC BANK

Date: 10/29/14

Job Location: Milford DE

Job No.: 14-0794

Bill To: _____

Change Order No.: _____

Nature of Work & Reason for Change: _____

Phone - needs 3" pipe from IT Rm to Dmark
from IT Rm to crawl space 3" pipe run
Run 2 12" Feeds from IT Rm to Panel

Work Request by (Print Name): _____

| Qty. | MATERIALS / TOOLS | Unit | Amount | Classif. | LABOR | | Amount |
|-------------------------|---------------------------|------|--------|---|---------------------|-------|-------------------|
| | | | | | Name | Hours | |
| | United Electric | | | M | BRAND | 8 | 600.00 |
| | S102793221.001 | | 59061 | A | BRIAN M | 8 | 360.00 |
| | S102793221.002 | | 27929 | | | | |
| | | | | | TOTAL LABOR: | | 1960.00 |
| | | | | | MATERIAL/EQUIP: | | 869.90 |
| | | | | | SUB TOTAL: | | |
| | | | | | GROSS RECEIPTS TAX: | | |
| | | | | | TOTAL: | | \$ 1,829.90 |
| SUB TOTAL: | | | 869.90 | FOREMAN: Indicate if job is completed <u>NO</u> . If not, state <u>90%</u> % completed. | | | |
| PROFIT & OVERHEAD: | | | | | | | |
| MATERIAL TOTAL: | | | | | | | |
| TOOLS/EQUIP/TRAVEL EXP: | | | | | | | |
| TOTAL: | | | | (Foreman/Signature) | | | |



UNITED ELECTRIC SUPPLY - DOVE
551 S. DuPONT HIGHWAY
DOVER DE 19901
302-674-8351 Fax 302-674-3903

Acknowledgement

| | |
|---|--------------|
| ORDER DATE | ORDER NUMBER |
| 10/24/14 | S102793221 |
| ORDER TO: | PAGE NO. |
| UNITED ELECTRIC SUPPLY - DOVE 551 S. DuPONT HIGHWAY DOVER DE 19901 302-674-8351 Fax 302-674-3903 | 1 of 2 |
|  | |
| 16:03:50 24 OCT 2014 | |

SOLD TO:
NICKLE ELECTRICAL CO(Georgetown)
GEORGETOWN OFFICE
540 S. BEDFORD STREET
GEORGETOWN, DE 19947

SHIP TO:
NICKLE ELECTRICAL C (Georgetown)
C/O OLD PNC BANK
119 SOUTH WALNUT ST
MILFORD, DE 19963

| CUSTOMER NUMBER | CUSTOMER ORDER NUMBER | RELEASE NUMBER | ORDERED BY | |
|--------------------------------|-----------------------|---|--------------------------------|-----------------|
| 14492 | 108309 | | BRIAN DARWICKI 302-856-1006 | |
| SHIP TO | SHIP VIA | TERMS | SHIP DATE | FREIGHT ALLOWED |
| Jim Willard | DOVER TRUCK | 2% 14TH PROX NET | 11/06/14 | No |
| QTY | ORDER QTY | DESCRIPTION | NET PWT | EXT PWT |
| | | ***** Shipping Instructions ***** * ATTN: BRIAN 302-242-9907 * ***** | | |
| 1 | 150ft | EMTC300 CONDUIT EMT 3" Your # 80 | 260.920/c | 391.38 |
| 2 | 15ea | STCTK118A 3" COUPLING, COMP., EMT, STL, STEEL CITY Your # 1040 | 848.170/c | 127.23 |
| 3 | 4ea | STCTC118A 3" CONN, COMP., EMT, STL, STEEL CITY Your # 560 | 782.480/c | 31.30 |
| 4 | 4ea | BRI328 3" PLASTIC INSULATING BUSHING BRIDGEPORT Your # 3440 | 49.760/c | 1.99 |
| 5 | 20ea | POSPS1100AS3EG STRUT FITTING 3" RIGID CONDUIT STRUT STRAP FOR EMT/GAC/IMC/PVC Your # 9600 | 102.620/c | 20.52 |
| 6 | 10ft | EMTC400 CONDUIT EMT 4" Your # 100 | 347.620/c | 34.76 |
| 7 | 24ft | BOLTROD14X6 1/4-20 X 6' THREADED ROD ZINC, TRS6/6B METALLICS, SOLD BY THE FOOT NOT THE PIECE Your # 7210 | 22.420/c | 5.38 |
| 8 | 100ea | METJW116 1/4 X 1-1/4 FENDER WASHER ZINC, METALLICS Your # 24480 | 7.000/c | 7.00 |
| 9 | 100ea | METJN163 1/4-20 FINISHED HEX NUT ZINC, METALLICS Your # 24120 | 2.860/c | 2.86 |
| 10 | 10ft | POSPS200EH10PG 1 5/8" X 1 5/8" | 136.560/c | 13.66 |
| *** Continued on Next Page *** | | | | |



UNITED ELECTRIC SUPPLY - DOVE
551 S. DuPONT HIGHWAY
DOVER DE 19901
302-674-8351 Fax 302-674-3903

Acknowledgement

| | |
|---|--------------|
| ORDER DATE | ORDER NUMBER |
| 10/24/14 | S102793221 |
| ORDER TO: | PAGE NO. |
| UNITED ELECTRIC SUPPLY - DOVE 551 S. DuPONT HIGHWAY DOVER DE 19901 302-674-8351 Fax 302-674-3903 | 2 of 2 |
|  | |
| 16:03:50 24 OCT 2014 | |

SOLD TO:
NICKLE ELECTRICAL CO(Georgetown)
GEORGETOWN OFFICE
540 S. BEDFORD STREET
GEORGETOWN, DE 19947

SHIP TO:
NICKLE ELECTRICAL C (Georgetown)
C/O OLD PNC BANK
119 SOUTH WALNUT ST
MILFORD, DE 19963

| CUSTOMER NUMBER | CUSTOMER ORDER NUMBER | RELEASE NUMBER | ORDERED BY | |
|-------------------|-----------------------|--|--------------------------------|-----------------|
| 14492 | 108309 | | BRIAN DARWICKI 302-856-1006 | |
| QUANTITY | SHIP VIA | TERMS | SHIP DATE | PAYMENT ALLOWED |
| Jim Willard | DOVER TRUCK | 2% 14TH PROX NET | 11/06/14 | No |
| QTY | ORDER QTY | DESCRIPTION | UNIT PRICE | EXT PRICE |
| | | WITH 1-1/8" X 9/16" ELONGATED HOLES ON 2" CENTERS POWERSTRUT PGALV = PRE-GALVANIZED 12 GAUGE Your # 9380 | | |
| 11 | 5ea | EMTE300 CONDUIT EMT FITTING 3" 90 DEGREE ELBOW Your # 1140 | 2004.720/c | 100.24 |
| 12 | 2ea | EMTE30022 CONDUIT 3 IN 22-1/2 DEG EMT EL | 2033.360/c | 40.67 |
| 13 | 2ea | EMTE30045 CONDUIT EMT FITTING 3" 45 DEGREE ELBOW | 2033.360/c | 40.67 |
| 14 | 100ea | CATL-11-50-9-C CABLE TIE 50LB 11" NAT NYLON 1-PC D, CATAMOUNT | 6.520/c | 6.52 |
| 15 | 100ea | METJ1406 1406 1/4-20 LEAD ANCHOR Your # 24891 | 45.720/c | 45.72 |
| Subtotal | | | | 869.90 |
| FREIGHT | | | | 0.00 |
| Sales Tax | | | | 0.00 |
| Amount Due | | | | 869.90 |



14 Mill Park Court 540 S. Bedford Street
 Newark, DE 19713 Georgetown, DE 19947
 P: 302.453.4000 P: 302.856.1006
 F: 302.453.4493 F: 302.856.6119

**CHANGE ORDER
PROPOSAL**

DATE: 11/14/14
 BID #: 7986

SUBMITTED DONALD REISINGER
 TO: 717 E. WASHINGTON ST
 WEST CHESTER, PA. 19380

JOB NAME: PNC Bank
 JOB LOCATION: Milford, DE.
 JOB NUMBER: 14-0794

EXISTING CONTRACT NO. _____ DATE OF EXISTING CONTRACT _____

CHANGE ORDER PROPOSAL NO. 001

We hereby submit specifications and estimates for the following changes:

ADDED TV OUTLET AND PULLED COAX CABLE TO D MARK IN THE BASEMENT

SEE ATTACHED DAILY FOR BACKUP LABOR AND PRICING BREAKOUT.

ATTACHED:

*We propose hereby to furnish material and labor in accordance with above specifications for the sum of:
 Ninety five dollars and 97/100 \$95.97*

Payment to be made as follows: As per Contract

Pricing is valid for 30 days from issue date, after which, we reserve our right to reevaluate our proposal for commodity fluctuation.

The above additional work to be performed under same conditions as specified in original contract unless otherwise stipulated. This Revision becomes part of, and in conformance with, the existing contract.

Authorized Signature *Tom Shipp* /Project Manager
 NICKLE Electrical Companies

ACCEPTANCE OF CHANGE ORDER - 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.

SIGNATURE _____ SIGNATURE _____
 Owner(s) or Authorized Representative(s)

Date of Acceptance _____

THIS IS CHANGE ORDER NO. _____

14 Mill Park Court
Newark, DE 19713
(302) 453-4000 • Fax: (302) 453-4493

540 S. Bedford Street
Georgetown, DE 19947
(302) 856-1006 • Fax: (302) 856-6119

Job Name: PNC Bank

Date: 9/25/14

Job Location: Milford

Job No.: 14-0794

Bill To: _____

Change Order No.: _____

Nature of Work & Reason for Change: _____

Add TV outlet Plus Coax for Break in
#band from PPS. Coax is at phone D mark in
Basement.

Work Request by (Print Name): _____

| Qty. | MATERIALS / TOOLS | Unit | Amount | Classif. | LABOR | | Amount |
|-------------------------|-------------------|--------|--------|---|---------------------|-------|---------|
| | | | | | Name | Hours | |
| 100' | COAX 134 | 3928 | 1300 | m | Brian D | 1 | 80.00 |
| 1 | Box 4" | 1648 | 170 | | | | |
| 1 | 4" 2 GANG Plate | 16570 | 49 | | | | |
| 2 | Connectors | 11850 | 138 | | | | |
| | | | | | TOTAL LABOR: | | \$80.00 |
| | | | | | MATERIAL/EQUIP: | | \$15.97 |
| | | | | | SUB TOTAL: | | \$95.97 |
| | | | | | GROSS RECEIPTS TAX: | | |
| | | | | | TOTAL: | | \$95.97 |
| SUB TOTAL: | | \$1597 | | FOREMAN: Indicate if job is | | | |
| PROFIT & OVERHEAD: | | | | completed <u>yes</u> If | | | |
| MATERIAL TOTAL: | | \$1597 | | not, state _____ % completed. | | | |
| TOOLS/EQUIP/TRAVEL EXP: | | | | <u>Brian Danek</u> (Foreman/Signature) | | | |
| TOTAL: | | 1597 | | | | | |

DONALD E. REISINGER, INC
General Contractor
717 E. Washington Street
West Chester, PA 19380
Phone 610-696-6921 Fax 610-696-2352

January 27, 2015

Davis, Bowen & Friedel, Inc.
23 N. Walnut Street
Milford, DE 19963

Att: Mike Bauman

Re: Former PNC Bank Renovation/Milford Billing Department

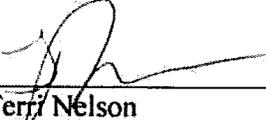
Subject: PCO #16 Install Teller Dividers & Paint Lobby Counter REVISED

We are writing you at this time to submit our additional cost for additional work as per your request. The work is to include adding teller dividers and a raised area at the customer access to keep them from reaching into the teller area. The four five sided storage boxes will have one adjustable shelf. All double storage boxes will have a continuous top. All dividers and storage boxes will have square edges and the 6" high x 4" deep dividers will not have any storage. Our cost for this work is as stated below:

| | |
|-----------------------------|-------------------|
| Casework Subcontractor Cost | \$3,059.00 |
| Painting Subcontractor Cost | \$100.00 |
| <u>Supervision</u> | <u>\$160.00</u> |
| Subtotal | \$3,319.00 |
| GC OH 10% | \$331.90 |
| <u>GC Profit 5%</u> | <u>\$182.55</u> |
| TOTAL COST | \$3,833.45 |

Wilsonart Plastic Laminate with a #38 or #60 finish is what the owner may select from for all exposed surfaces.

We would like to thank you in advance for your cooperation in this matter.



Terry Nelson
President

DONALD E. REISINGER, INC
General Contractor
717 E. Washington Street
West Chester, PA 19380
Phone 610-696-6921 Fax 610-696-2352

January 13, 2015

Davis, Bowen & Friedel, Inc.
23 N. Walnut Street
Milford, DE 19963

Att: Mike Bauman

Re: Former PNC Bank Renovation/Milford Billing Department

Subject: PCO #17 Credit for Under-counter Casework

We are writing you at this time to submit our credit for metal casework that was deleted as per your request. Our cost for this work is as stated below:

| | |
|-------------------------------|---------------------|
| Casework Subcontractor Credit | (\$2,500.00) |
| <u>Supervision</u> | <u>\$40.00</u> |
| Subtotal | \$(2,460.00) |
| GC OH 10% | (\$246.00) |
| <u>GC Profit 5%</u> | <u>(\$135.30)</u> |
| TOTAL CREDIT | \$(2,841.30) |

We would like to thank you in advance for your cooperation in this matter.



Terri Nelson
President

MILFORD PLANNING COMMISSION
MINUTES OF MEETING
February 17, 2015

The regular monthly meeting of the Milford Planning Commission was held in the Joseph Ronnie Rogers Council Chambers at Milford City Hall on Tuesday, February 17, 2015.

PRESIDING: Chairman James Burk
IN ATTENDANCE: Archie Campbell, William Lane, Ed Holloway, Deborah O'Neill
ALSO: City Solicitor David Rutt, Deputy City Clerk Christine Crouch

Chairman Burk called the meeting to order at 7:00 pm noting the absence of Ms. Mims, Mr. Sharp, Mr. Fry and Mr. Yosifon.

APPROVAL OF MINUTES

A motion made by Mr. Lane, seconded by Mr. Holloway to approve the minutes of the July 2014 Planning Commission meeting minutes as presented carried unanimously.

NEW BUSINESS

**Dunn Development LLC on behalf of Walter N. Thomas II; Project No 13-196
Extension of Preliminary Site Plan and Preliminary Major Subdivision for Hickory Glen
1335 Milford-Harrington Hwy
Tax Map MD-16-173.00-01-21.00; -22.00; 71.91+/- Acres
Zoning R8**

Mr. Phil Tolliver with Morris Ritchie Associates was present on behalf of the applicant and owner. He is requesting a twelve month extension of the preliminary site plan and preliminary major subdivision.

Utility studies of the area have taken place by Davis, Bowen & Friedel, the City's engineering firm, and are not yet complete. Without the study being completed, there is no way to design Hickory Glen's utility system.

Regarding outside agency approvals to be obtained prior to applying for final approvals from the City, Mr. Tolliver explained the project will be grandfathered by the Kent Conservation District because the plans were submitted to KCD prior to January 1, 2014, which is when a new stormwater management code went into effect with KCD. He is currently in discussions with them regarding questions they have in order to obtain their approval. Approvals are still needed from the Fire Marshal and DeIDOT.

Mr. Campbell asked what questions the KCD has had. Mr. Tolliver stated nothing significant or even worthy of mentioning. There are not red flags or nothing seems to be problematic, just normal engineering questions.

Mr. Tolliver continued by stating in his humble opinion, from doing this for 28 years, twelve months is not long enough between preliminary and final approvals to accomplish all that needs

to be done. He realizes other towns and counties provide the same twelve month window, but again in his humble opinion it is not sufficient.

Mr. Holloway asked if Mr. Tolliver can foresee any reason another twelve month extension will be requested next year. Mr. Tolliver replied it may happen but he is unsure. It will all depend on the housing market. Right now the market is not doing well so there is no reason to rush for final approvals. He would hope the market improves and another extension is not necessary.

Mr. Holloway added he really liked the assisted living component Hickory Glen had proposed at one point. Mr. Tolliver agreed it is a need in this area and since there is a five acre outparcel it may come back to the plan at a later date.

City Manager Medlarz introduced himself and explained years ago he was the City's engineer for many years as well. First of all, normally the City Manager would not appear in favor or in any position to projects however he was forced to review a number of email traffics between various entities, documenting the time line associated with the northwest Milford water and wastewater plan. The document landed on his desk last week so he's had a chance to review it and discussed it with Mr. Tolliver before the meeting tonight. It appears we are headed in the right directions.

It is a difficult area to master plan, so there are some reasons for the time invested in it. Strange enough the timing worked out in the end, but he clearly for the record states there is documentation on the books that he has personally reviewed which indicates a seven months back and forth between the City engineers, the developer, the developers engineer as well as City administration so it would be unfair for us to say the City did not play a part in this. This needs to be on the record and he will do the same with City Council.

Secondly, to answer Mr. Holloway's question, he expects them to possibly be back probably with a pretty good change because of the issues associated with the Fire Marshal. It's not one of the run of the mill type fire flow requirements and Mr. Tolliver will have to work hard to come up with a solution which more likely than not will have an underlying Public Works Agreement on top of the sewer one.

Lastly, there is a rezoning in the Planning Commission's future for one of the properties involved in the northwest study and that particular entity has met with him and he has met with the State Planning Office. There is also a Master Plan in the Planning Commission's future. This whole area is going to get a little more attention and the Commission will see City Manager Medlarz back for both of those issues.

Now Counsel can tell City Manager Medlarz if he has overstepped the limits of City administration. Mr. Rutt stated no. City Manager Medlarz laid out the facts and didn't voice an opinion.

For the record, Chairman Burk noted no one from the public was present, only Mr. Tolliver and City Manager Medlarz.

Mr. Rutt called a point of order and noted there are two resolutions before the Commission. One is for the extension of the preliminary site plan, which in accordance with §230-54(A)4 the Planning Commission makes a determination. The extension of the preliminary major subdivision will be a recommendation by the Planning Commission and determined by City Council in accordance with §200-4(A)5.

Mr. Lane made a motion to approve resolution PC15-001 which approves a one year extension on the preliminary site plan. Mr. Holloway seconded the motion. Motion carried unanimously following a poll of the commission.

Mr. Holloway made a motion to approve resolution PC15-002 which recommends the approval of a one year extension on the preliminary major subdivision. Mr. Campbell seconded the motion. Motion carried unanimously following a poll of the commission.

Introduction/Ordinance 2015-02/Chapter 230 Amendment/Lot Coverage, Parking, Floodplain Management

Based on recommendations from Scott Adkisson at Davis, Bowen & Friedel, Chairman Burk explained the next item on the agenda is a code amendment regarding lot coverage, parking and floodplain management.

Mr. Rutt stated there is a conflict in the code as it relates to parking space sizes. The proposed amendment will clarify that. In addition, the definition of lot coverage is being clarified. The floodplain management ordinance was recently amended and this amendment clean that up as well.

Chairman Burk explained this is only an introduction so no voting will take place. It will be discussed and voted on at the March Planning Commission meeting.

City Manager Medlarz explained he looked at the code and could not understand the parking space sizes as well, which is why it is being proposed for an amendment.

ADJOURN

Chairman Burk thanked the commissioners in attendance for coming out in the weather tonight and wished them safe travel home. With no further business, the meeting adjourned at 7:21pm.

Respectfully submitted,

Christine R. Crouch
Deputy City Clerk

MORRIS & RITCHIE ASSOCIATES, INC.

ENGINEERS, ARCHITECTS, PLANNERS, SURVEYORS,
AND LANDSCAPE ARCHITECTS



Date: January 14, 2015

City of Milford
201 S. Walnut St.
P.O. Box 159
Milford, DE 19963

Attention: Mr. Hans Medlarz, City Manager

Subject: Hickory Glen (Project No. 13-196)
Preliminary Plan Approval Extension

Dear Mr. Medlarz:

On behalf of our client, Mr. Eric Dunn of Dunn Development, and in regards to the above referenced plan, we hereby formally request a twelve (12) month extension for the previously approved Preliminary Plan. The Preliminary Plan was previously granted approval by the Milford City Council on February 24, 2014, and is therefore scheduled to expire on February 24, 2015 in accordance with Section 200-4.A.(5) of the City Subdivision Ordinance. We have been diligently working on developing the construction plans related to this project and this 12 month extension is necessary in order to obtain all necessary State, County, and City approvals related to the final engineering plans.

Should you have any questions or comments regarding this issue, please feel free to contact me.

Very Truly Yours,
Morris & Ritchie Associates, Inc.

A handwritten signature in blue ink, appearing to read "Phillip L. Tolliver", is written over the typed name.

Phillip L. Tolliver, P.E.
Principal



c.c. Mr. Eric Dunn
File

18 Boulden Circle, Suite 36, New Castle, DE 19720 (302) 326-2200 Fax: (302) 326-2399 www.mragta.com

Abingdon, MD ♦ Laurel, MD ♦ Towson, MD ♦ Georgetown, DE ♦ New Castle, DE ♦ Sterling, VA
(410) 515-9000 (410) 792-9792 (410) 821-1690 (302) 855-5734 (302) 326-2200 (703) 674-0161

ADVERTISEMENT FOR BIDS

Sealed Bids, in duplication, will be received by the City of Milford, 201 S. Walnut Street, Milford, Delaware 19963, until 10:00 a.m. local time on February 18, 2015, for the general construction of the S.E. Milford Water Treatment Facility, Project No. 052A138, at which time the bids will be opened publicly. Any bid received after said time will be returned unopened.

The project consists of constructing a water treatment building including building, piping, chemical feed systems, mechanical and electrical systems; installation of a well pump, motor and appurtenances; site work and yard piping; and all other work shown in the contract documents.

The contract documents may be examined and/or obtained at the office of Davis, Bowen & Friedel, Inc., 23 North Walnut Street, Milford, Delaware, 19963, (302) 424-1441, upon payment of \$200.00 for each set, non-refundable. Checks should be made payable to Davis, Bowen & Friedel, Inc.

Responsible bidders will be required to provide bid security in the amount of 10% of the bid sum. The successful bidder must post Performance and Payment Bonds equal to 100% of the contract price upon execution of the contract.

A Pre-Bid meeting will be held at 10:00 a.m. on February 3, 2015, at Milford City Hall.

The City reserves the right, as the interest of the City of Milford may appear, to reject any and all bids, to waive any informality or irregularity in bids received, and to accept or reject any items of any bid.

Owner: City of Milford

By: Hans Medlarz

Title: City Manager

END OF ADVERTISEMENT FOR BIDS

Public Notice

Public Notice

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Owner: City of Milford
By: Hans Medlarz
Title: City Manager

40786 DSN 1/22,28/2015



Automobiles

Buick LeSabre, 2004
- FWD, always garaged, loaded, one owner, 80,000 miles, \$6,500(320)745-8998

WANTED!

JUNK CARS & TRUCK
\$300 and UP for full size cars, smaller cars LESS.
Day - 610-872-1554
Eve. - 484-688-4224



Public Notice

AUCTION
New Burton Mini Storage
1429 New Burton Rd.
Dover, DE 19904
For non payment of storage units, the following will be auctioned off on Thursday, February 12th @ 9:30 am

Ray Campbell,
Unit 6

Theresa Lewis,
Unit 178

Letoya Price,
Unit 104

Taena Caldwell,
Unit 183

Gary Talbot,
Unit 114

Doris Ihenacho,
Unit 128

Roy Shiels,
Unit 85

Irv Rothenberg,
Unit 100 & 115

We have the right to refuse all bids.

40268 DSN
1/15,22/2015

Time to clean out the attic, basement and/or garage? Advertise your yard sale in the classifieds and make your clean up a breeze!

Public Notice

Public Notice

ADVERTISEMENT FOR BIDS

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The City reserves the right, as the interest of the City of Milford may appear, to reject any and all bids, to waive any informality or irregularity in bids received, and to accept or reject any items of any bid.

Owner: City of Milford
By: Hans Medlarz
Title: City Manager

40786 DSN 1/22,28/2015

State Public - Legal Notices

State Public - Legal Notices

INMATE PUBLICATION LIST

WORK RELEASE

Blanco, Alexander Burglary 2nd

SUPERVISED CUSTODY

Mahaffey, James DUI
40874 DSN 1/22/2015

Concealed Deadly Weapon

Concealed Deadly Weapon

NOTICE

TO WHOM IT MAY CONCERN:

be filing with the Prothonotary in and for Kent County, State of Delaware, an application for license to carry a Concealed Deadly Weapon according to the laws of the State of Delaware.
40865 DSN 1/22/2015

NOTICE

TO WHOM IT MAY CONCERN:

This is to advise that

This is to advise that **Melissa M. Lim** of 500 Kate's Way, Smyrna, DE 19977 will be filing with the Prothonotary in and for Kent County, State of Delaware, an application for license to carry a Concealed Deadly Weapon according to the laws of the State of Delaware.

State Public - Legal Notices

State Public - Legal Notices

PUBLI

Section 1 **ADVERTISEMENT F**
Sealed bids will be received in called the "OWNER") at th Street, Bethel DE, 19931 until 17, 2015 and then, at said lc aloud.

BETHEL GARDEN STORMWATER RETRO IMPROV

TOWN OF BE CONTRACT DURATI

Work consists of the installat filters, step pool conveyance piping, and associated conc pavement repair and replace

Contract documents may be Greenhouses, 7781 Main S' Miles & Buhr, 400 High Stree Main Street, Salisbury, MD 2

Copies of the Contract Docu fice of George, Miles and Bu DE 19973, upon payment of non-refundable. Checks mac No Bidder may withdraw his actual date of the opening t

The right is reserved, as the may appear, to reject any an in bids received, and to acc

Any contract or contracts av for bids are expected to be available by the Chesapeake Protection Agency (EPA), St Quality Improvement Grant portation Fund (CTF) progr; Prevailing Wage Rates shall

Contractors who submit a t and experienced in projects ity. Each BID must be acco tion Statement, which shall completing three (3) or mo within the last five (5) year tion, owner contact inform; order history, construction

A pre-bid meeting will be ruary 3, 2015 at the Bethel Bethel DE, to allow Contrar information on the project the Owner.

40259 DSN 1/18,22/2015

Custody Petition

Cus

NOTICE OF GUARDIANSHIP ACTION

TO: Rudolph Mcelroy Jr.
DOB: 9/21/82
Respondent

FROM:
Confidential Clerk of Family Court

answ and s Petiti (or to unref follow 44 Sm withi publi

ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

City of Milford

201 S. Walnut Street

Milford, DE 19963

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 90 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER’S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

| <u>Addendum No.</u> | <u>Addendum, Date</u> |
|---------------------|-----------------------|
| <u>1</u> | <u>2/12/15</u> |
| <u>2</u> | <u>2/17/15</u> |
| <u> </u> | <u> </u> |
| <u> </u> | <u> </u> |

B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related

reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.

- F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

- A. 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;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
 - 4. "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.

ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following unit prices or lump sum amounts. This BID includes sales tax and all other applicable taxes and fees.

| ITEM NO. & DESCRIPTION | SIZE OR DEPTH | UNIT | EST. QTY. | UNIT PRICE | TOTAL PRICE |
|---|---------------|------|-----------|------------------|-------------------------------|
| 1. Mobilization/Demobilization (Max. 3% of Total Bid Contract) | --- | LS | 1 | --- | \$18,000 ⁰⁰ |
| 2. ALLOWANCE: Furnish & Install Well Pump, Motor & Appurtenances | --- | LS | 1 | --- | \$47,500.00 |
| 3. Furnish & Install all labor and Materials to Perform Miscellaneous Site Work | -- | LS | 1 | --- | \$14,000 ⁰⁰ |
| 4. Furnish & Install interior and exterior DI Process Piping & Appurtenances from Well through Treatment Building to Tank Connection | --- | LS | 1 | --- | \$67,000 ⁰⁰ |
| 5. Furnish & Install Treatment Building (Split-Faced CMU Construction with Standing Seam Metal Roof) | --- | LS | 1 | --- | \$122,000 ⁰⁰ |
| 6. Furnish & Install Treatment Building Service & Supply Piping & Equipment | --- | LS | 1 | --- | \$15,000 ⁰⁰ |
| 7. Furnish & Install Chemical Treatment Equipment & Piping | --- | LS | 1 | --- | \$50,000 ⁰⁰ |
| 8. Furnish & Install Incoming Electrical Service, Direct-Burial Field Wiring & Miscellaneous Materials | --- | LS | 1 | --- | \$20,000 ⁰⁰ |
| 9. Furnish & Install Emergency On-Site Generator | --- | LS | 1 | --- | \$69,000 ⁰⁰ |
| 10. Furnish & Install Treatment Building Electrical Power, Instrumentation & Control Components Including Miscellaneous Wiring, Lighting and Associated Materials | --- | LS | 1 | --- | \$112,000 ⁰⁰ |
| 11. Furnish & Install Treatment Building Mechanical Equipment | --- | LS | 1 | --- | \$59,000 ⁰⁰ |
| CONTINGENT ITEMS (TO BE COMPLETED AT THE DIRECTION OF THE ENGINEER) | | | | | |
| 12. Furnish and Install Select Fill from Offsite Source. | --- | CY | 1000 | 15 ⁰⁰ | \$15,000 ⁰⁰ |
| 13. Undercut, Furnish & Install #57 Stone | --- | CY | 50 | 20 ⁰⁰ | \$1,000 ⁰⁰ |
| 14. Undercut, Furnish & Install Select Backfill | --- | CY | 250 | 17 ⁰⁰ | \$4,250 ⁰⁰ |
| TOTAL BASE BID (Items 1-14) | | | | | \$613,750⁰⁰ |

The base bid for this project is to include the construction of the treatment building using split-face exterior CMU walls and a standing seam metal roof. However, depending on the available funding, it may be advantageous to construct the building using Standard CMU exterior walls and/or an architectural shingle roof. The City reserves the right to award the contract based on any of these three alternative pricing options. These Alternate BID Items 5A, 5B or 5C, if used, shall replace BID Item 5 for the quantity used. Award of this CONTRACT will be based on the total amount BID for BID Items 1 through 14, either with or without the Alternate BID Items, as is in the best interest of the OWNER.

| ITEM NO. & DESCRIPTION | SIZE OR DEPTH | UNIT | EST. QTY. | UNIT PRICE | TOTAL PRICE |
|---|---------------|------|-----------|------------|--------------------------|
| 5A. Furnish & Install Treatment Building (Split-Faced CMU Construction with <u>Architectural Shingle</u> Roof) | --- | LS | 1 | --- | \$ 119,000 ⁰⁰ |
| 5B. Furnish & Install Treatment Building (<u>Standard</u> CMU Construction with Standing Seam Metal Roof) | --- | LS | 1 | --- | \$ 111,500 ⁰⁰ |
| 5C. Furnish & Install Treatment Building (<u>Standard</u> CMU Construction with <u>Architectural Shingle</u> Roof) | --- | LS | 1 | --- | \$ 105,500 ⁰⁰ |

TOTAL BID AMOUNT
(ITEMS 1-13) WITH BID ITEM
5A IN PLACE OF BID ITEM 5:

\$ 610,750⁰⁰

TOTAL BID AMOUNT
(ITEMS 1-13) WITH BID ITEM
5B IN PLACE OF BID ITEM 5:

\$ 603,250⁰⁰

TOTAL BID AMOUNT
(ITEMS 1-13) WITH BID ITEM
5C IN PLACE OF BID ITEM 5:

\$ 597,250⁰⁰

ARTICLE 6 – TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete within 210 consecutive calendar days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 240 calendar days after the date when the Contract Times commence to run.

ARTICLE 7 – ATTACHMENTS TO THIS BID

- 7.01 The following documents are submitted with and made a condition of this Bid:
- A. Required Bid security;
 - B. List of Proposed Subcontractors;
 - C. List of Proposed Suppliers;
 - D. List of Project References;
 - E. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;
 - F. Contractor's License No.: 1989012293 [or] Evidence of Bidder's ability to obtain a State Contractor's License and a covenant by Bidder to obtain said license within the time for acceptance of Bids;
 - G. Required Bidder Qualification Statement with supporting data; and
 - H. If Bid amount exceeds \$10,000, signed Compliance Statement (RD 400-6). Refer to specific equal opportunity requirements set forth in the Supplemental General Conditions;
 - I. If Bid amount exceeds \$25,000, signed Certificate Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions (AD-1048); and
 - J. If Bid amount exceeds \$100,000, signed RD Instruction 1940-Q, Exhibit A-1, Certification for Contracts, Grants and Loans.

ARTICLE 8 – DEFINED TERMS

- 8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 – BID SUBMITTAL

BIDDER: [Indicate correct name of bidding entity]

KUHN CONSTRUCTION CO.

By:

[Signature]

William J. Kuhn III

[Printed name]

WILLIAM J. KUHN III

(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:

[Signature]

M. Lawrence Kuhn

[Printed name]

M. LAWRENCE KUHN

Title:

TREASURER

Submittal Date:

2/19/15

Address for giving notices:

PO Box 1419

HOCKESSIN, DE 19707

Telephone Number:

302-239-4344

Fax Number:

302-239-2816

Contact Name and e-mail address:

William Kuhn

wkuhniii@kuhnconstr.com

Bidder's License No.:

1989012293
(where applicable)

NOTE TO USER: Use in those states or other jurisdictions where applicable or required.

COMPLIANCE STATEMENT

This statement relates to a proposed contract with City of Milford

(Name of borrower or grantee)

who expects to finance the contract with assistance from either the Rural Housing Service (RHS), Rural Business-Cooperative Service (RBS), or the Rural Utilities Service (RUS) or their successor agencies, United States Department of Agriculture (whether by a loan, grant, loan insurance, guarantee, or other form of financial assistance). I am the undersigned bidder or prospective contractor, I represent that:

1. I have, have not, participated in a previous contract or subcontract subject to Executive Order 11246 (regarding equal employment opportunity) or a preceding similar Executive Order.
2. If I have participated in such a contract or subcontract, I have, have not, filed all compliance reports that have been required to file in connection with the contract or subcontract.

If the proposed contract is for \$50,000 or more and I have 50 or more employees, I also represent that:

3. I have, have not previously had contracts subject to the written affirmative action programs requirements of the Secretary of Labor.
4. If I have participated in such a contract or subcontract, I have, have not developed and placed on file at each establishment affirmative action programs as required by the rules and regulations of the Secretary of Labor.

I understand that if I have failed to file any compliance reports that have been required of me, I am not eligible and will not be eligible to have my bid considered or to enter into the proposed contract unless and until I make an arrangement regarding such reports that is satisfactory to either the RHS, RBS or RUS, or to the office where the reports are required to be filed.

I also certify that I do not maintain or provide for my employees any segregated facilities at any of my establishments, and that I do not permit my employees to perform their services at any location, under my control, where segregated facilities are maintained. I certify further that I will not maintain or provide for my employees any segregated facilities at any of my establishments, and that I will not permit my employees to perform their services at any location, under my control, where segregated facilities are maintained. I agree that a breach of this certification is a violation of the Equal Opportunity clause in my contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and wash rooms, restaurants and other eating areas time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise. I further agree that (except where I have obtained identical certifications for proposed subcontractors for specific time periods) I will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause; that I will retain such certifications in my files; and that I will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods): (See Reverse).

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays the valid OMB control number. The valid OMB control number for this information collection is 0575-0018. The time required to complete this information collection is estimated to average 10 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering, and maintaining the data needed, and completing and reviewing the collection of information.

U.S. DEPARTMENT OF AGRICULTURE

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY
AND VOLUNTARY EXCLUSION - LOWER TIER COVERED TRANSACTIONS

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

KUHN CONSTRUCTION CO.
Organization Name

S.E. Milford Water Treatment Facility
PR/Award Number or Project Name

William J. Kuhn III (PRESIDENT)
Name(s) and Title(s) of Authorized Representative(s)

William J. Kuhn III
Signature(s)

2/18/15
Date

Instructions for Certification

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the reverse side in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later than determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transactions," "debarred," "suspended," "ineligible," "lower tier covered transactions," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

ASSISTANCE NO. _____

Appendix A to Part ____ - Certification Regarding Lobbying

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

| | |
|--|---|
| Signature of Authorized Certifying Official  | Title  |
| Applicant Organization City of Milford | Date  |

**NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENTS FOR
CERTIFICATIONS OF NON-SEGREGATED FACILITIES**

A certification of Nonsegregated Facilities, as required by the May 9, 1967, order (32F.R. 7439, may 19, 1967) on Elimination of Segregated Facilities, by the Secretary of Labor, must be submitted prior to the award of a subcontract exceeding \$ 10,000 which is not exempt from the provisions of the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

Date 2/18/15

William J. K... III
(Signature of Bidder or Prospective Contractor)

PO BOX 1419, HOCKESSIN, DE 19707
Address (including Zip Code)

Milford Water Treatment Facility
Contract No. 1890.51

Description

Subcontractor

| | |
|------------------|-------------------------------------|
| Electrical | <u>John W. Tieder, Inc</u> |
| Masonry | <u>John Davidson</u> |
| Survey | <u>Construction Layout Services</u> |
| Chemical & Mech. | <u>Kuhn Construction Co</u> |
| Roof | <u>Apostle Construction Co.</u> |

Suppliers

| | |
|-----------------|-------------------------------|
| Pipe & valves | <u>HD Supply, Milton, DE</u> |
| Chemical System | <u>Kershner Environmental</u> |
| Chemical | <u>Coyne Chemical</u> |

Engineering References

Projects

Pump Station #1
Tank, force main gravity piping

Plantations Aeration Pond Repairs
(lagoon & piping)

Rehoboth Yacht & Country Club
2 Pump Stations, force main, gravity sewer

Bay Front Development
2 Pump Stations, force main, gravity sewer

Forest Landing
Pump Station, force main, gravity sewer

Indian River Marina
Pump Station, force main, gravity sewer

1. Angola Estates
2. Plantations
3. Longwood Gardens
All have WWTP, sprayfield, sewer pipe

Town of Georgetown, DE
WWTP, sprayfield, force main, gravity sewer

Engineer

Kent County Public Works
555 Bay Road
Dover, DE
Hans Medlarz, P.E. 302-744-2430

Artesian Resources
664 Churchman's Road
Newark, DE 19702
Brian Carbaugh, P.E. 302-745-2595

Sussex County Engineering
Georgetown, DE
Keith Bryan 302-855-7844
URS Engineers (onsite)
4051 Ogletown Road
Newark, DE 19713
Gerald Hayes, P.E. 302-781-5900

Sussex County Engineering
Georgetown, DE
Tom Baker (retired)
River Basin Engineering
Foresite Associates (onsite)
New Castle, DE
Andrew Hayes, P.E. 302-351-3421

DNREC
89 Kings Highway
Dover, DE 19901
Britt Murray 302-739-8914

D. Preston Lee Jr. P.E., Inc.
7 Delmar Avenue
Lewes, DE 19958
Pres Lee, P.E. 302-983-5489
Pres Lee, P.E. 302-645-6701

Davis, Bowen & Freidel
Beacon Eng. & Consulting
Milton, DE 19968
Bob Palmer, P.E 302-864-8825

MOT Water Farm
WWTP, sprayfield, sewer lines

New Castle County
87 Reads Way
New Castle, DE 19720
Dave Hofer, P.E. 302-395-5746
URS Engineers (onsite)
4051 Ogleton Road
Newark, De 19713
Mark Prouty, P.E. 302-781-5900

South Market Street
Pump Station & Piping
Delaware City
WWTP, force main, gravity piping

New Castle County
87 Reads Way
New Castle, DE 19720
Whitman, Requardt Associates
801 South Caroline Street
Baltimore, MD 21231
410-235-3450

White Briar Development
gravity sewer
Augustine Beach
sewer lines

New Castle County
87 Reads Way
New Castle, DE 19720

Odessa Compost Facility
Tanks, piping

New Castle County
87 Reads Way
New Castle, DE 19720
Dave Hofer, P.E. 302-395-5746

Town of Georgetown
Water Treatment Facility

Davis , Bowen & Freidel, Inc
23 N. Walnut Street
Milford, DE 19963
Chris Beckman 302-424-1441

LICENSE NO. 1989012293 DORBL

STATE OF DELAWARE
DIVISION OF REVENUE

VALID
01/01/13 - 12/31/15
NOT TRANSFERABLE

POST CONSPICUOUSLY

DLN 12 95149 23

BUSINESS CODE 331
GROUP CODE

LICENSED ACTIVITY CONTRACTOR-RESIDENT

DATE ISSUED: 12/28/12

LICENSE FEE: \$ 225.00

VALIDATED

2015

MAILING ADDRESS

BUSINESS LICENSE

BUSINESS LOCATION

KUHN CONSTRUCTION COMPANY
VALLEY RD
PO BOX 1419
HOCKESSIN DE 19707-5419



KUHN CONSTRUCTION COMPANY
PO BOX 1419
PO BOX 1419
HOCKESSIN DE 19707-5419

PATRICK T. CARTER
DIRECTOR OF REVENUE

IS HEREBY LICENSED TO PRACTICE, CONDUCT OR ENGAGE IN THE OCCUPATION
OR BUSINESS ACTIVITY INDICATED ABOVE IN ACCORDANCE WITH THE LICENSE
APPLICATION DULY FILED PURSUANT TO TITLE 30, DEL CODE

IMPORTANT: READ AT ABOVE REPRODUCTION AND DISPLAY IN A PUBLIC LOCATION

DBE INFO

- Emailed Apostle Construction on 2/4/15 @ 11am. sent RFQ with plans and spec
- Called TRISTATE PAINTING FOR EMAIL ADDRESS ON 2/6/15 @ 10am
- Sent TRISTATE PAINTING plans and specs via email 2/6/15 @ 10am
- Emailed CORBS, ETC. on 2/6/15 @ 10:05am WITH AN RFQ.
- Emailed CORBS ETC QUANTITIES @ 10:10am 2/6/15
- Emailed INLAND BUILDER SERVICE RFQ ON 2/6/15 @ 10:33am
- RETURN EMAIL FROM INLAND BUILDER 2/6/15 @ 5:33 BETTY MEYER.
- CORBS ETC SEND QUOTE VIA FAX 2/10/15 @ 10:15
- Emailed INLAND BUILDERS WITH QUANTITY, 2/13/15 @ 10:39am
- EMAIL APOSTLE WITH INFO 2/13/15 @ 10:39 approx

• Received Quote By Email 2/18/15 @ 8:43 pm
From Soshi Construction.

• Received Quote From Apollo 2/17/15 @ 11:48

• Received Quote From CURB INC

BID BOND

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

BIDDER (Name and Address):

KUHN CONSTRUCTION COMPANY
P.O. Box 1419, 787 Valley Road
Hockessin, DE 19707

SURETY (Name, and Address of Principal Place of Business):

LIBERTY MUTUAL INSURANCE COMPANY
1001 4th Avenue, Suite 1700
Seattle, WA 98154

OWNER (Name and Address):

City of Milford
201 S. Walnut Street
Milford, DE 19963

BID

Bid Due Date: February 18, 2015

Description (Project Name— Include Location): S. E. Milford Water Treatment Facility

BOND

Bond Number: 856211

Date: February 18, 2015

Penal sum Ten Percent of the Base Bid Plus the Total Amount of All Additive Alternates % (----- 10% -----)
(Words) (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER

KUHN CONSTRUCTION COMPANY (Seal)

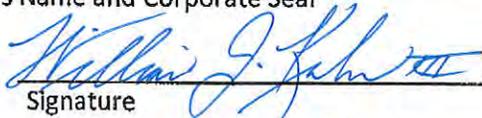
SURETY

LIBERTY MUTUAL INSURANCE COMPANY (Seal)

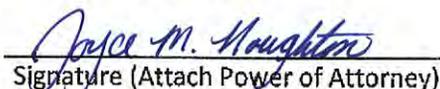
Bidder's Name and Corporate Seal

Surety's Name and Corporate Seal

By:


Signature

By:


Signature (Attach Power of Attorney)

WILLIAM J. KUHN III
Print Name

Joyce M. Houghton

Print Name

PRESIDENT
Title

Attorney-in-Fact

Title

Attest:


Signature
VICE PRESIDENT
Title

Witness:

~~Witness~~


Signature
Randi L. Moulder, Account Administrator

Title

Note: Addresses are to be used for giving any required notice.

Provide execution by any additional parties, such as joint venturers, if necessary.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
 - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2 All Bids are rejected by Owner, or
 - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 6592212

American Fire and Casualty Company
The Ohio Casualty Insurance Company

Liberty Mutual Insurance Company
West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Christine A. Dunn; Christine M. Hrusovsky; David A. Johnson; David C. Rosenberg; Denise M. Bruno; Harry C. Rosenberg; Jonathan F. Black; Joyce M. Houghton; Julia R. Burnet; Kimberly G. Rively; Matthew J. Rosenberg; Michelle G. Higgins; Sherri L. Feeney

all of the city of King of Prussia, state of PA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 28th day of May, 2014.



American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 28th day of May, 2014, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires March 28, 2017
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Gregory W. Davenport, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 18th day of February, 2015.



By: Gregory W. Davenport
Gregory W. Davenport, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

CITY OF MILFORD
S.E. Milford Water Treatment Facility



Bid Opening: February 19, 2015
Location: City Hall
 Milford, Delaware

CERTIFIED BID OPENING RESULTS

| BIDDER | TOTAL BASE BID AMOUNT | Bid With 5A | Bid With 5B | Bid With 5C |
|-----------------------|-----------------------|-------------|-------------|-------------|
| THOMPSON & SONS | 707,270.00 | 701,520.00 | 705,810.00 | 700,060.00 |
| SSID, INC | 777,000.00 | 775,000.00 | 775,000.00 | 773,000.00 |
| A-DEL CONSTRUCTION | 812,700.00 | 809,700.00 | 810,700.00 | 807,700.00 |
| KENT CONSTRUCTION | 815,778.00 | 815,778.00 | 812,018.00 | 805,978.00 |
| KUHN CONSTRUCTION | 613,750.00 | 610,750.00 | 603,250.00 | 597,250.00 |
| JOHNSTON CONSTRUCTION | 785,150.00 | 770,750.00 | 769,350.00 | 764,950.00 |

CERTIFIED BY: _____

CITY OF MILFORD



CITY OF MILFORD
S.E. MILFORD WATER TREATMENT FACILITY



Contract: 052A138
 Bid Date: February 19, 2015

BID RESULTS

| Item No. & Description | Size/Depth | Unit | Est. Qty | Kuhn Construction Co. | | Thompson & Son Contracting, Inc. | | JJID, Inc. | | Johnston Construction Co. | | A-Del Construction Co. | | Kent Construction Co. | | |
|--|---|------|----------|-----------------------|---------------------|----------------------------------|---------------------|---------------------|---------------------|---------------------------|--------------|------------------------|--------------|-----------------------|--------------|--------------|
| | | | | Unit Price | Total Price | Unit Price | Total Price | Unit Price | Total Price | Unit Price | Total Price | Unit Price | Total Price | Unit Price | Total Price | |
| 1 | Mobilization/Demobilization (Max. 3% of total bid contract) | --- | LS | 1 | \$18,000.00 | \$18,000.00 | \$6,104.00 | \$6,104.00 | \$22,000.00 | \$22,000.00 | \$22,722.00 | \$22,722.00 | \$24,000.00 | \$24,000.00 | \$16,000.00 | \$16,000.00 |
| 2 | ALLOWANCE: Furnish & install well pump, motor and appurtenances | --- | LS | 1 | \$47,500.00 | \$47,500.00 | \$47,500.00 | \$47,500.00 | \$47,500.00 | \$47,500.00 | \$47,500.00 | \$47,500.00 | \$47,500.00 | \$47,500.00 | \$47,500.00 | \$47,500.00 |
| 3 | Furnish & install all labor and materials to perform miscellaneous site work | --- | LS | 1 | \$14,000.00 | \$14,000.00 | \$40,964.00 | \$40,964.00 | \$45,000.00 | \$45,000.00 | \$37,795.00 | \$37,795.00 | \$39,000.00 | \$39,000.00 | \$41,700.00 | \$41,700.00 |
| 4 | Furnish & install interior and exterior DI process piping and appurtenances from well through treatment building to tank connection | --- | LS | 1 | \$67,000.00 | \$67,000.00 | \$95,578.00 | \$95,578.00 | \$115,000.00 | \$115,000.00 | \$136,642.00 | \$136,642.00 | \$143,525.00 | \$143,525.00 | \$106,000.00 | \$106,000.00 |
| 5 | Furnish & install treatment building (split-faced CMU construction with standing seam metal roof) | --- | LS | 1 | \$122,000.00 | \$122,000.00 | \$123,361.00 | \$123,361.00 | \$150,000.00 | \$150,000.00 | \$248,470.00 | \$248,470.00 | \$95,600.00 | \$95,600.00 | \$130,750.00 | \$130,750.00 |
| 6 | Furnish & install treatment building service and supply piping and equipment | --- | LS | 1 | \$15,000.00 | \$15,000.00 | \$10,304.00 | \$10,304.00 | \$15,000.00 | \$15,000.00 | \$22,458.00 | \$22,458.00 | \$9,000.00 | \$9,000.00 | \$9,500.00 | \$9,500.00 |
| 7 | Furnish & install chemical treatment equipment and piping | --- | LS | 1 | \$50,000.00 | \$50,000.00 | \$47,432.00 | \$47,432.00 | \$50,000.00 | \$50,000.00 | \$34,873.00 | \$34,873.00 | \$54,725.00 | \$54,725.00 | \$74,777.00 | \$74,777.00 |
| 8 | Furnish & install incoming electrical service, direct-burial field wiring and miscellaneous work | --- | LS | 1 | \$20,000.00 | \$20,000.00 | \$33,600.00 | \$33,600.00 | \$35,000.00 | \$35,000.00 | \$8,721.00 | \$8,721.00 | \$10,700.00 | \$10,700.00 | \$38,000.00 | \$38,000.00 |
| 9 | Furnish & install emergency on-site generator | --- | LS | 1 | \$69,000.00 | \$69,000.00 | \$80,158.00 | \$80,158.00 | \$70,000.00 | \$70,000.00 | \$47,735.00 | \$47,735.00 | \$63,600.00 | \$63,600.00 | \$79,400.00 | \$79,400.00 |
| 10 | Furnish & install treatment building electrical power, instrumentation and control components including miscellaneous wiring, lighting and associated materials | --- | LS | 1 | \$112,000.00 | \$112,000.00 | \$112,000.00 | \$112,000.00 | \$130,000.00 | \$130,000.00 | \$117,938.00 | \$117,938.00 | \$192,700.00 | \$192,700.00 | \$168,200.00 | \$168,200.00 |
| 11 | Furnish & install treatment building mechanical equipment | --- | LS | 1 | \$59,000.00 | \$59,000.00 | \$72,968.00 | \$72,968.00 | \$60,000.00 | \$60,000.00 | \$32,546.00 | \$32,546.00 | \$60,750.00 | \$60,750.00 | \$69,000.00 | \$69,000.00 |
| CONTINGENT ITEMS (To be Completed at the Direction of the Engineer) | | | | | | | | | | | | | | | | |
| 12 | Furnish & install select fill from offsite source | --- | CY | 1000 | \$15.00 | \$15,000.00 | \$18.00 | \$18,000.00 | \$25.00 | \$25,000.00 | | \$15,000.00 | \$43.50 | \$43,500.00 | | \$25,000.00 |
| 13 | Undercut, furnish & install #57 stone | --- | CY | 50 | \$20.00 | \$1,000.00 | \$112.00 | \$5,600.00 | \$50.00 | \$2,500.00 | | \$2,750.00 | \$122.00 | \$6,100.00 | | \$3,016.00 |
| 14 | Undercut, furnish & install select backfill | --- | CY | 250 | \$17.00 | \$4,250.00 | \$55.00 | \$13,750.00 | \$40.00 | \$10,000.00 | | \$10,000.00 | \$88.00 | \$22,000.00 | | \$6,935.00 |
| TOTAL BID (ITEMS 1 - 14) | | | | | \$613,750.00 | \$707,319.00 | \$777,000.00 | \$785,150.00 | \$812,700.00 | \$815,778.00 | | | | | | |
| ALTERNATE BID ITEMS | | | | | | | | | | | | | | | | |
| 5A | Furnish & install treatment building (split-faced CMU construction with ARCHITECTURAL SHINGLE roof) | --- | LS | 1 | \$119,000.00 | \$119,000.00 | \$117,611.00 | \$117,611.00 | \$148,000.00 | \$148,000.00 | \$244,070.00 | \$244,070.00 | \$92,600.00 | \$92,600.00 | \$130,750.00 | \$130,750.00 |
| TOTAL BID (ITEMS 1 - 14 with 5A in place of Bid Item 5) | | | | | \$610,750.00 | \$701,569.00 | \$775,000.00 | \$780,750.00 | \$809,700.00 | \$815,778.00 | | | | | | |
| 5B | Furnish & install treatment building (STANDARD CMU construction with standing seam metal roof) | --- | LS | 1 | \$111,500.00 | \$111,500.00 | \$121,901.00 | \$121,901.00 | \$148,000.00 | \$148,000.00 | \$242,670.00 | \$242,670.00 | \$93,600.00 | \$93,600.00 | \$126,990.00 | \$126,990.00 |
| TOTAL BID (ITEMS 1 - 14 with 5B in place of Bid Item 5) | | | | | \$603,250.00 | \$705,859.00 | \$775,000.00 | \$779,350.00 | \$810,700.00 | \$812,018.00 | | | | | | |
| 5C | Furnish & install treatment building (STANDARD CMU construction with ARCHITECTURAL SHINGLE roof) | --- | LS | 1 | \$105,500.00 | \$105,500.00 | \$116,151.00 | \$116,151.00 | \$146,000.00 | \$146,000.00 | \$238,270.00 | \$238,270.00 | \$90,600.00 | \$90,600.00 | \$120,950.00 | \$120,950.00 |
| TOTAL BID (ITEMS 1 - 14 with 5C in place of Bid Item 5) | | | | | \$597,250.00 | \$700,109.00 | \$773,000.00 | \$774,950.00 | \$807,700.00 | \$805,978.00 | | | | | | |



*Michael R. Wigley, AIA, LEED AP
Randy B. Duplechain, P.E.
Charles R. Woodward, Jr., LS
W. Zachary Crouch, P.E.
Michael E. Wheedleton, AIA
Jason P. Loar, P.E.
Ring W. Lardner, P.E.
Gerald G. Friedel, P.E.*

February 20, 2015

City of Milford
201 South Walnut Street
Milford, DE 19963

Attn: Hans Medlarz & Council Members
City of Milford

Subject: Bid Award Recommendation
SE Milford Water Treatment Facility

Dear Mr. Medlarz & Council Members:

The bids for the above referenced project were received on February 19, 2015. We have evaluated the bids and the associated documentation submitted by each of the Contractors and all documentation is in order. Please find enclosed a tabulation of all of the bids received.

Based on our review of the bids we recommend that the Contract be awarded to Kuhn Construction Co. Kuhn Construction Co.'s total base bid is \$613,750.00. This Recommended Bid is within the City's proposed budget for this project.

We have attached one (1) copy of each set of bid documentation, the bid tabulation, and proof of advertisement to bid. This copy is for the City's files. If Council is in agreement with our recommendation, the formal award of the Contract should be made contingent on USDA's approval of the bid process. A second copy of the documents will be submitted directly to the City's Attorney upon the vote by City Council to award this project. At which time a copy of the attorney's letter and a letter of concurrence in our recommendation from the City will be forwarded to USDA, along with copies of the bid documentation. Should you have any questions or need additional information please let us know.

Sincerely,



Brandon Kohler
Project Engineer

Enclosures

Cc: Lisa Fitzgerald, USDA