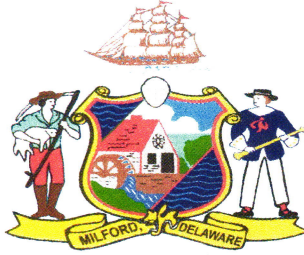


City of Milford



CITY COUNCIL AGENDA

March 28, 2016 - 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

Dover/Kent County MPO Presentation/Public Liaison Kate Layton

AMP Presentation/Smart Meter Project

Adjourn

COUNCIL MEETING

Call to Order - Mayor Bryan Shupe

Invocation

Pledge of Allegiance

Recognition

Proclamation 2016-02/National Service Recognition Day

Communications & Correspondence

Schedule Charter Review Committee Meeting

Unfinished Business

Adoption/Ordinance 2016-02/Chapter 19/Economic Development

New Business

FY 2015-2016 Budget Amendment/Municipal Street Aid & General Fund Transfer****

Bid Award/Truitt Avenue & Milford Community Cemetery Improvements

Workforce Development Vacancy*

Authorization/Contract/Partnership for the Delaware Estuary Inc./Mispillion River Water Improvements Project**

Authorization/Contract/DBF/Engineering & Surveying Surfaces/Mispillion River Water Improvements Project**

Authorization/Purchases/Environmental Systems Research Institute, Inc./Asset Management Project***

Authorization/Contracts/DBF/Drinking Water System & Wastewater System/Asset Management Project***

Executive Session

{Pursuant to 29 Del. C. §10004(b)(9)} (Police Personnel Matter)

Personnel Matter

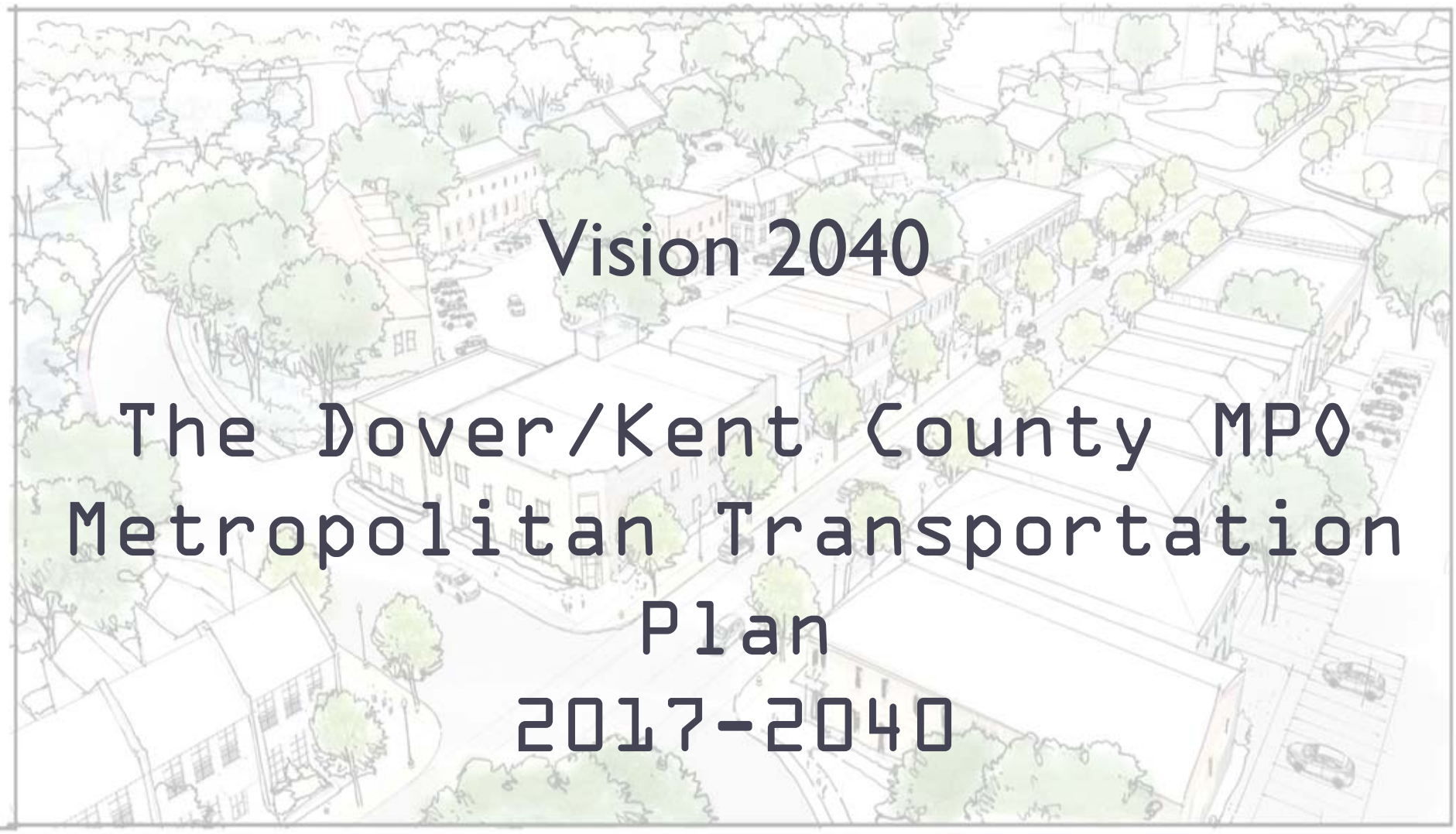
Adjourn

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.

021216 022316 022616 031716 *032116 Resignation Ltr Received **032216 Late Addition Rec'd from City Planner

032416 Late Addition Rec'd from City Manager *0324216 Bid Award Documents Received (Clarification)

An aerial sketch of a city street scene. The drawing shows a grid of streets with several buildings of varying sizes, some with multiple stories. There are many trees scattered throughout the scene, some in clusters and some lining the streets. Several cars are depicted on the roads. The overall style is a light, hand-drawn sketch with soft colors like greens for trees and greys for buildings and roads.

Vision 2040

The Dover/Kent County MPO
Metropolitan Transportation
Plan
2017-2040



What's an MPO?

The Dover/Kent County Metropolitan Planning Organization (MPO) is an agency that aids in transportation planning and programs for central Delaware.

MPOs exist all over the country, and have existed since the 1970s through an act of Congress.

The Dover/Kent County MPO formed in the early 1990s. The agency is federally funded and not for profit.

Vision 2040



The Metropolitan Transportation Plan (MTP) is one of the MPO's core projects.

The MTP is a look at how central Delaware will take shape, transportation-wise, and provides measurable goals for the region's transportation system over the next 20 or more years.



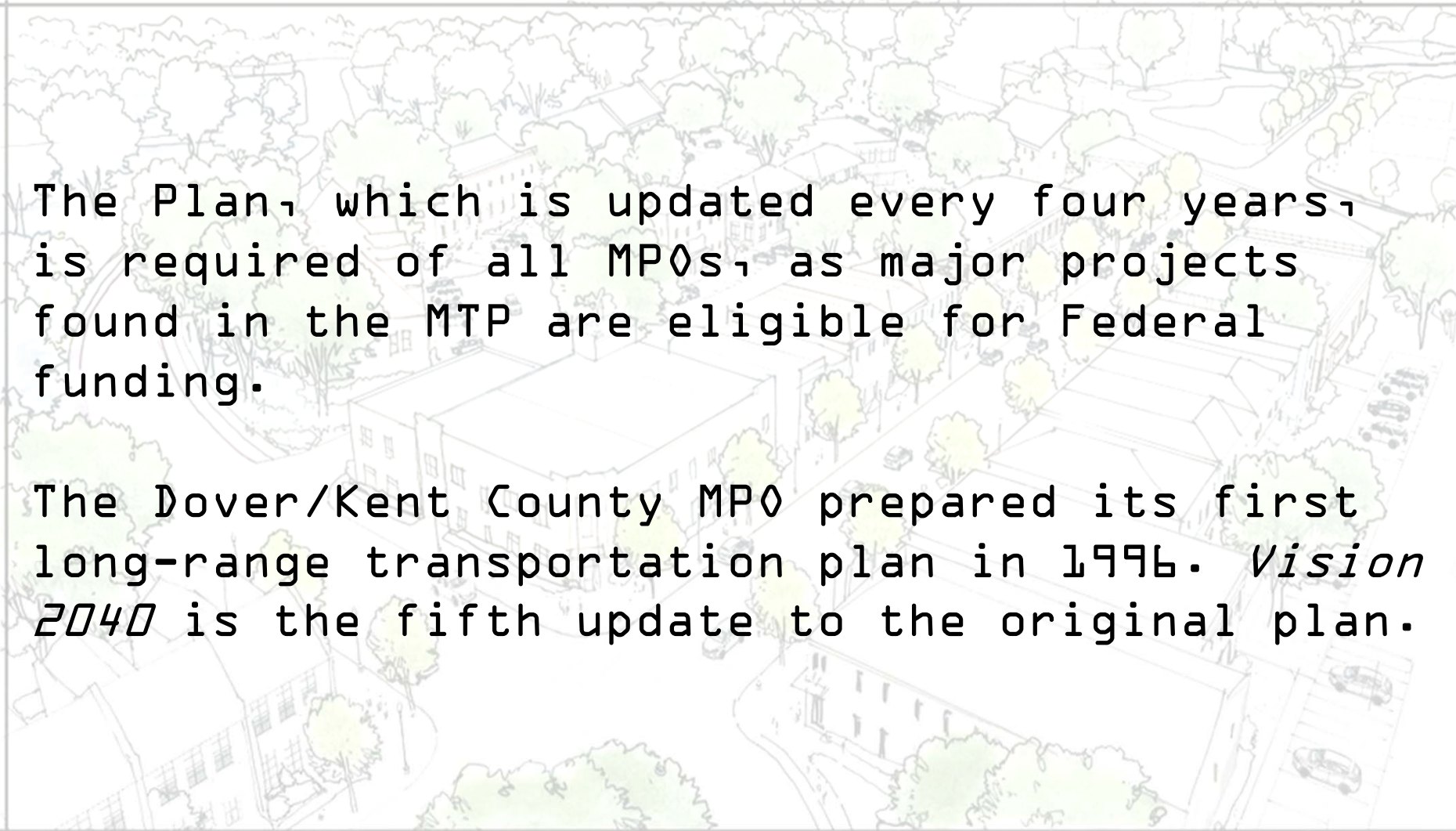
Vision 2040

The MTP:

- Identifies transportation needs and strategies
- Guides transportation investment
- Shows that transportation-related projects will meet federal air quality standards.



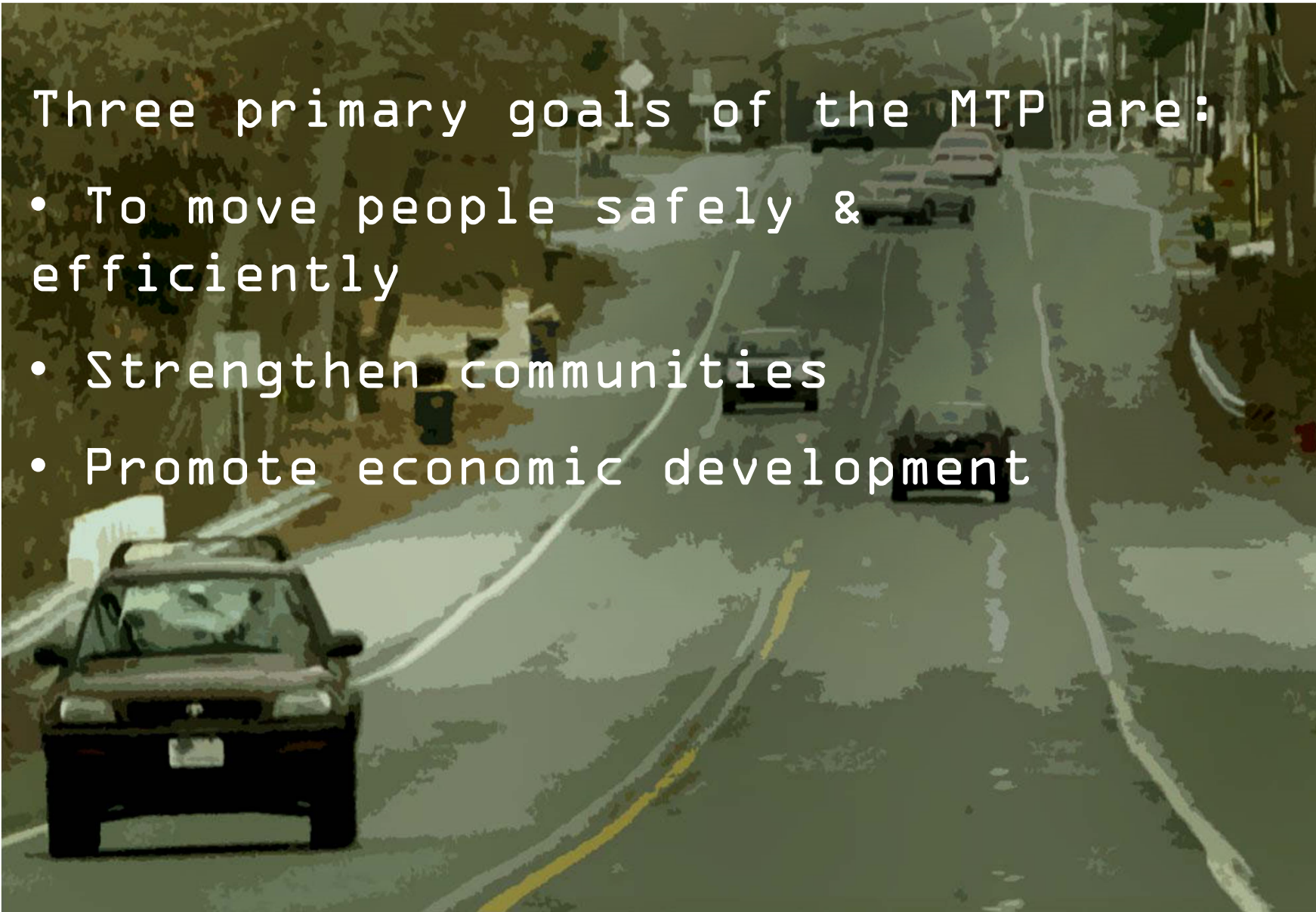
Vision 2040



The Plan, which is updated every four years, is required of all MPOs, as major projects found in the MTP are eligible for Federal funding.

The Dover/Kent County MPO prepared its first long-range transportation plan in 1996. *Vision 2040* is the fifth update to the original plan.





Three primary goals of the MTP are:

- To move people safely & efficiently
- Strengthen communities
- Promote economic development



What's changed since the last MTP?

A new federal transportation bill:

The FAST Act (Fixing America's Surface Transportation) was signed into law in December 2015.

- FAST facilitates spending obligations through FY 2020.

- FAST provides a 5% and 8% increase in highway and transit spending, respectively, for FY 2016.

- Spending will increase more than 2% per year for both highway and transit projects after FY 2016.

What's changed since the last MTP?

Performance-based planning - The MPO and the Delaware Department of Transportation (DelDOT) will establish criteria for measuring the performance of various components of Delaware's transportation system.

This type of planning was introduced in the last transportation bill, MAP-21.

Decreased transportation funding - Delaware raised fees and tolls in 2015 to provide additional revenue for maintenance and capital transportation projects.



What's changed since the last MTP?

Greater emphasis on freight - Federal directives outlined in MAP-21 noted the economic importance of regional freight planning.

DelDOT recognized this, and in 2015, Delaware became one of the first states to adopt a regional freight plan, which incorporates the freight priorities of Delaware, Maryland, and Virginia into one, overall plan.



Kent County is projected to receive between \$800 million and \$900 million for transportation projects between now and 2040, based on historical trends.

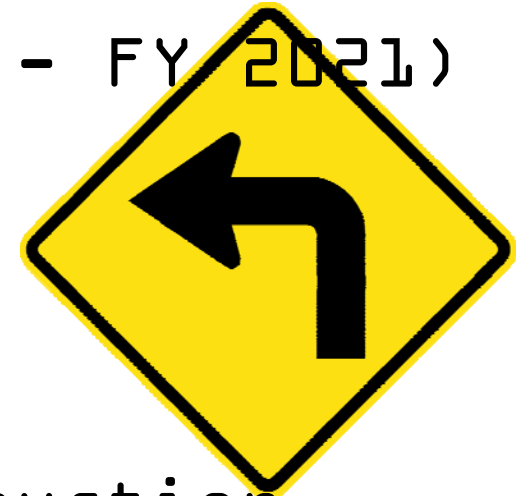


Vision 2040 lists about 35 road projects and 12 walk and bicycle projects that are considered to be "financially reasonable," with an estimated cost of less than \$600 million.



MTP project highlights (road)

- Camden Bypass (construction - FY 2021)
- Kenton Road (FY 2020)
- U.S. 13 Widening (FY 2021)
- Walnut Shade Road (no construction money)
- Route 1/N.E. Front Street GSI (FY 2018)
- Crawford Carroll Road extension (FY 2020)



MTP Project Highlights (Bike/Pedestrian)

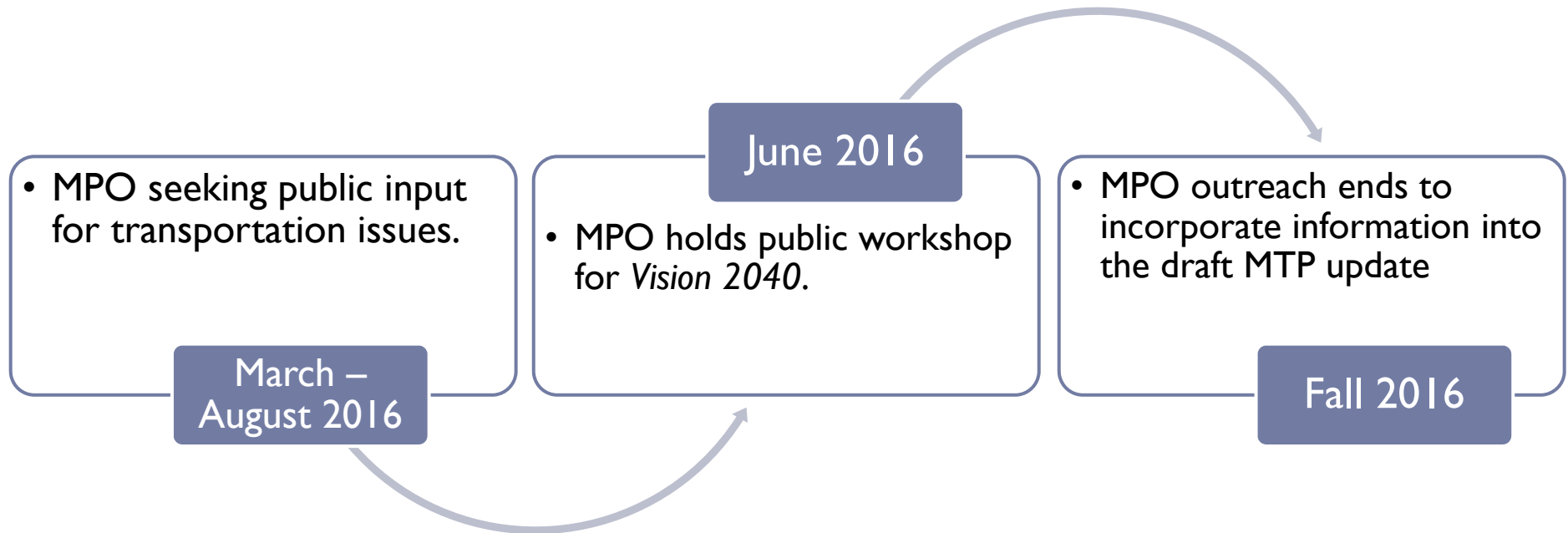
- U.S. 13 sidewalks
in Dover

- Senator Bikeway

- Route 8
sidewalks
(Dover High
School)

- Route 10 bike
trail







We need your input

- ▶ From now through early August, the MPO will be on the lookout for public input.
- ▶ Take our survey, posted on our website: www.doverkentmpo.org
- ▶ Visit us on social media
(Twitter: [#DoverKentMPOVision2040Survey](https://twitter.com/DoverKentMPO))
- ▶ Visit our booth
us at public events
- ▶ Join us at our public



- ▶ workshop this summer

Other Ways to Comment

- ▶ Phone: (302) 387-6030
- ▶ Write us: P.O. Box 383, Dover, DE 19903
- ▶ E-mail me: kate.layton@doverkentmpo.org
- ▶ *Drop by the office, third floor, Camden Town Hall, 1783 Friends Way, Camden, DE 19934 or attend one of our meetings. Our meetings are posted on our website (www.doverkentmpo.org)*





Thank You!



Advanced Metering Program

Presentation to
Milford, DE
January 27, 2016

DRAFT

Business Confidential - Do Not Distribute

American Municipal Power, Inc.



Attendees

American Municipal Power

- Brannndon Kelley, Chief Information Officer
- Jared Price, Chief Technology Officer
- George Bjelovuk, AMI Consultant

AMP Advanced Metering Program

- AMP Overview
- AMI Business Drivers
- Program Overview and Cost Estimates
- Joining the AMP AMI Program
- Next Steps

AMP History

- ***Development History***

- 1971 AMP formed as “not-for-profit” corporation under ORC Chapter 1702
- 1996 PLR permits tax-exempt financings “on behalf of” Members

- ***Industry Presence***

- Members in Ohio (83), Pennsylvania (29), Michigan (6), Virginia (5), Kentucky (4), West Virginia (2), Indiana (1), Maryland (1) and Delaware (1, DEMEC with 9 members, including Seaford)
- Operation within MISO and PJM footprint

AMP Governance

- ***Corporate Governance***

- Owned and governed by its 132 Members in 9 states
 - Each State or Joint Action Agency with 5 or more members guaranteed a Board seat
 - DEMEC President/CEO on AMP Board

- ***AMP Strengths***

- Joint Action
 - Stronger voice (132 Members/9 states)
 - Buying power
- Projects Based Organization
 - Members subscribe to projects of their choice
- Financial Strength
 - \$750 million Line of Credit to provide underlying support

Smart Grid Advisory Committee

AMP Smart Grid Advisory Committee

- Formed about 18 months ago to facilitate exchange of information among Members interested in smart grid technologies
- Common interest among members in advanced metering

Leidos Engineering Study, 2014

- Modeled several scenarios for members
 - Each municipality deploying meters, networks, systems
 - Each municipality using a commercial hosting provider
 - Single hosting provider for all members
 - AMP-developed hosting services for all members
- Determined that joint action among AMP members could provide members benefits in lower acquisition cost, sharing of more costly components and expertise

General Business Drivers for AMI

- ***Address aging meter assets & equipment***
 - Handheld/drive-by equipment is aging
 - Water meter modules near end-of-life (batteries)
 - Stopped or under-registering meters
- ***Improve & reduce cost of customer service***
 - Surrounding utilities providing internet access to interval data
 - Enhanced customer communication
 - Enable remote connect/disconnect of electric service
- ***Support for emerging needs – rates, distributed generation***
 - Distributed generation (e.g. solar) metering requirements
 - Changes in rate design – TOU, demand metering, seasonal rates
 - Distribution grid management – automation, Volt/VAR control

Example Use Case: Remote Disconnects

- Remote disconnect meters can save time each month when we do disconnects and reconnects for repeat customers.
 - Read and leave on request can be done right from the billing office and the work order closed out instantly.
- Estimated cost of disconnects/reconnects at Seaford
 - Average Per Month = 33
 - Cost each = \$49.98
 - Monthly Cost = \$1,649.34
 - Annual Cost = \$19,792.08

Advanced Metering Evolution - AMI

- **Specialized employees are required for the deployment & support of IT systems**
 - **Staff may be difficult to attract and retain for AMP member municipalities**
- **Managing relationships with a new group of vendors**
 - **Utility equipment distributors help with this, but only with the vendors they represent**
- **AMI projects require several key skill sets:**
 - **Effective presentations to leadership**
 - **Engagement of the community**
 - **Cost/benefit analysis**
 - **Project Management**
- **Independent action loses opportunity to achieve economies of scale from collaborative action**

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Commercially Hosted Solutions

- Municipality may be limited in its ability to explore the AMI marketplace
- Expertise deferred to Hosted Solutions Provider
- Reliance on vendors and distributors to interact with municipality's leadership
- Varying degrees of maturity among vendor/distributor project management skills
- AMP Members would end up with individual contracts with multiple providers

RFI/RFP Process

RFI issued to 23 vendors, received 24 responses

<i>ABB/Tropos</i>	GE	<i>Mueller</i>	OSISoft	Tantalus
Aclara	<i>Ittron</i>	<i>Systems</i>	PrimeRead	<i>UMS</i>
Eaton	L+G	<i>nDimensions</i>	Sensus	Utilismart
Electsolve	Leidos	Nexgrid	Siemens	<i>Wipro*</i>
Elster	MeterSense	Oracle	Silver Spring	

**Unsolicited RFI response; no response from italicized vendor; demonstrations by bolded vendors*

Pilot Member Workshop on May 13

- Short list of nine Vendors selected for RFP
- RFP included detailed information for 10 AMP Member utility systems

RFP released, responses received, comparative analysis prepared and reviewed with initial members and AMP Board

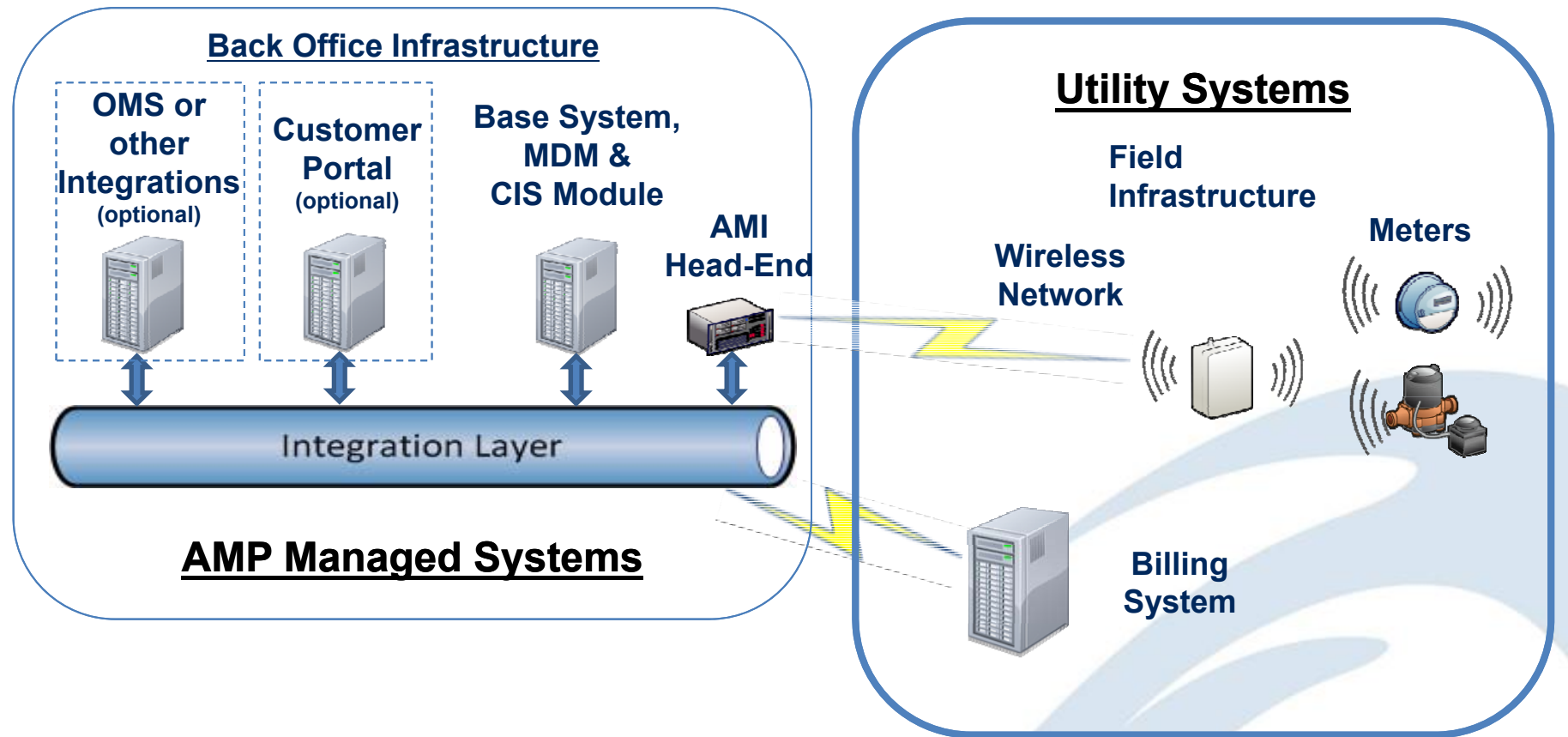
AMP AMI Project Update

AMP is finalizing its Vendor/Partner(s) for the Advanced Metering Program – Key Selection Criteria

- **AMI Communications Network**
 - Superior AMI Communications Network – availability & security
 - Fully monitored network solution – 7x24x365
 - Allows flexibility in meter selection
 - Foundation for future requirements – street lighting control, distribution automation, Volt/VAR Control
- **Back Office Applications**
 - Deep experience with working with municipal utility systems
 - Extensive billing system & integration experience
 - Usability of Applications

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AMP Advanced Metering Solution



DRAFT

American Municipal Power, Inc.



AMP AMI Program Vendors – Selection Criteria

Applications & Billing/CIS Interface	
AMP Program	Competitors
Simplified, integrated user interface.	Separate applications requiring multiple clicks, screen switching, and wasted time.
Simplified searching by meter, address, and customer name.	Some can search only by meter ID.
Fully automated interface to municipal billing system with system upgrades included.	Poorly integrated to municipal billing system and no support for upgrades.
Full-featured reporting capability.	Difficult to create, modify and run reports for frequently requested information.

AMP AMI Program Vendors – Selection Criteria

Additional modules & Interfaces	
AMP Program	Competitors
Mature street lighting application.	Recent acquisitions or capability “in development”
Variety of modules and interfaces... • Customer Portal • GIS interface module • OMS interface module • SCADA interface module • Demand Response Module • Power Billing Module • Line Loss Analysis • Transformer Load Analysis. ...all designed and integrated into the same simplified user interface	Limited application selection requiring multiple logins lead to end user confusion.

AMP AMI Program – Feature Set

Back-office Systems

AMP Program	Competitors
24x7 managed back-office systems with upgrades and support included.	Many other vendors with similarly hosted vendors just monitor the up/down time of the application and have very basic security measures. Upgrades are often added for a fee and not included in costs.
Advanced cyber security measures including penetration testing, vulnerability management, and intrusion prevention systems.	No security or “bolted on” solutions
Annual Disaster Recovery (DR) testing, drills and planning documentation included.	DR not available or not tested to reduce cost.
Change management process allowing changes to be tested prior to implementation.	Poorly applied changes result in application down time.

AMP AMI Program – Feature Set

AMP Staff

AMP Program

Thorough initial training and ongoing support from AMP Program Manager and AMI Operator.

Depth of AMP organization in IT and commitment from AMP senior management

AMP will hold user groups with participants to share operational knowledge.

AMP Program Manager will make sure project implementation is successfully completed on schedule and vendors deliver on installation promises.

AMP staff will remove daily burden from municipality staff and assist with issue escalation, future upgrades or additional module implementations.

Competitors

Minimal initial training and additional training provided at additional cost.

IT services provided by partners; long term relationship based on value to vendor

User groups are typically not tailored to the municipal space and lack value.

Municipals working independently lack leverage to work out deployment issues with vendors (e.g. bad batch of meters).

Vendors are drive to keep systems operational at the lowest possible costs resulting in support challenges for customers.

AMP AMI Program Overview & Costs

Members will incur one-time project costs...

- Electric meters
- Water meter communications modules
- Water meters, as required
- AMI Communications Network
- Installation of field equipment, as required
- Billing System Integration
- Project Management & Training



Milford's Preliminary Data Request

System Size

- 6,800 Electric Meters; 3,800 Water Meters
- Service Territory Size – 5.6 square miles

Electric system & Meters in Service

- 2 Substations, 8 distribution feeders

Current metering reading process – AMR, Drive-by

- Itron electric meters in service (some with demand), about 8 years old
- Hersey Water Meters in Service, about 8 years old, and most meters are in pits

Utility Billing System

- Software Vendor : SunGard Public Sector's
- 9 Billing Cycles, 50 meter reading routes
- Combined utility billing combined (electric & water on same bill)
- Customer's can access billing system via a website

Other technologies

- No GIS or OMS systems in place
- Milford provides CATV or Internet service to its residents

Milford's Preliminary Data Request

DEMEC Member Meter Counts								
Meter	Residential	Commercial	Industrial	Municipal	Free	Other	Government	Total
Clayton	1,266	65		13	3			1,347
New Castle	2,354	323		15	17	21		2,730
Lewes	3,189	370	28	39				3,626
Seaford	3,007	724	94					3,825
Smyrna	4,765	515	73	46		32	1	5,432
Milford	5,752	1,067	16	47		188		7,070
Middletown	6,931	557	290		92			7,870
Newark	10,463	1,474	53	59	3			12,052
Dover	19,919	3,050	5	166				23,140
Total	57,646	8,145	559	385	115	241	1	67,092

Milford's Cost Estimate

Estimates using another AMP member's data:

- Electric meters - \$671,692 (25% Residential Remote Disconnects)
- Water meter communications modules - \$462,840
- AMI Communications Network - \$67,195
- Installation of residential electric meters & modules - \$203,013
- Complete Meter-to-cash Integration - \$73,597.91
- Project Management & Training: \$80,000 - \$100,000, depending on services required

Total Capital Cost: \$1,489,319 + 73,597.91 = \$1,562,916.91

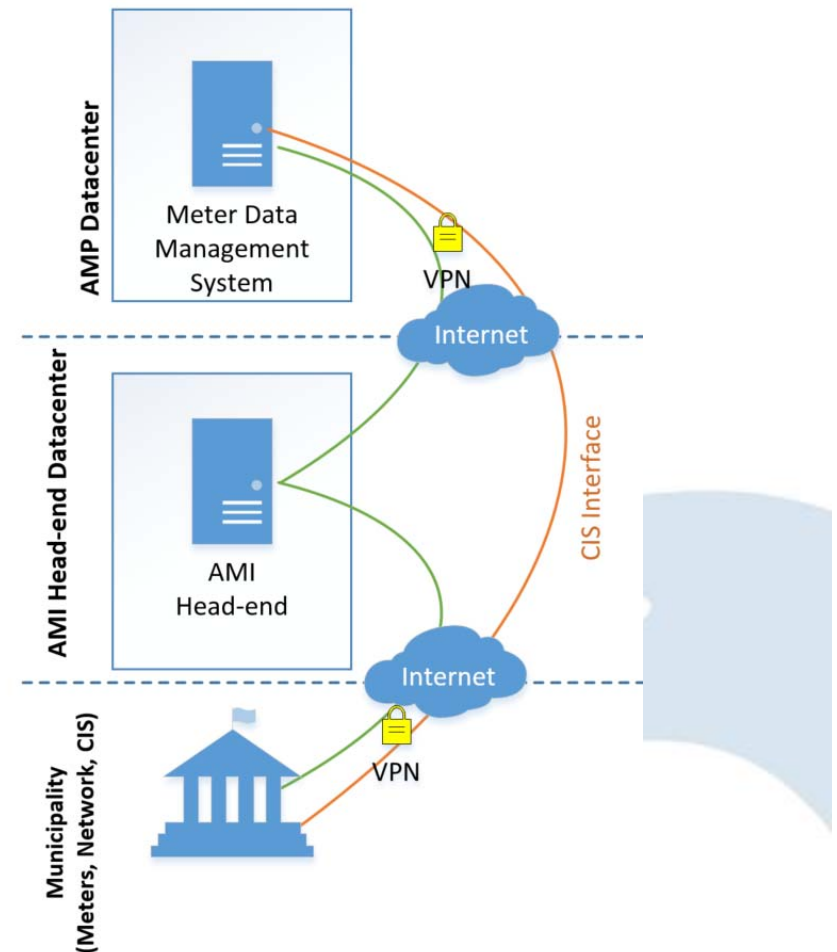
Annual Operating Expense: \$112,837.20 (based on 7,070 meters)

AMP AMI Program Overview & Costs

AMP will make over \$2.5 million in technology capital investments...

- IT infrastructure
- Security components
- Data storage capacity
- Application licensing
- Dedicated staff – Program Manager & AMI Operator

...and manage the overall program.



AMP's Back Office expenses converted to a Per Meter Per Month (PMPM) price

- Infrastructure and professional services have been sized to serve the 90,321 meters in the initial member group
- Allows smaller communities and larger communities to have an proportionate contribution toward fixed cost investments

PMPM Price includes...

Fully managed AMI-Headend system

- Supports multiple meter manufacturers
- Vendor Service Level Agreement:
 - 99.5% read reliability for electric meters
 - 99% read reliability for water meters
- Monitored by Network Operations Center – 24x7x365

Fully managed Meter Data Management System

- Integrates to member CIS system.
 - Ongoing support of CIS integration included
 - Includes Utility Portal for operations
- Support for additional modules (customer web portal)

Full Disaster Recovery Site and annual testing.

Cyber-Security monitoring of all systems.

Future system and software upgrades

PMPM Price includes AMP Staff

- ***Program Manager***

- Assists with Business Case Development.
- Gives presentations on program and serves as AMP's project manager for onboarding members into the program.
- Responds promptly to any issues brought up by members.
- Coordinates member training on the system.
- Coordinates communications between Muni, AMP and vendors to provide a seamless experience when dealing with issues.

- ***AMI Operator***

- Coordinate event reporting on communication issues between member field equipment and vendors.
- Schedule and coordinate distribution of workflows and reports that come from the system to the member field personnel.
- Assists with problem resolution between all parties.
- Serve as escalation point for any system problems.

AMP Value Proposition

AMP's AMI program maximizes value to its Member participants:

- Data Center Operations
 - Fully managed primary and Disaster Recovery site
 - Annual DR and failover testing
 - Future hardware/software upgrade costs
- Advanced Cybersecurity, Intrusion Prevention, or Data Encryption
- Dedicated staff to manage the system and issue resolution
- No meter vendor lock-in
- Economies of scale from collaborative procurement
- Sharing of experiences and knowledge with other Members

Program members gain the full benefits of Joint Action and Collaboration!

Joining the AMP AMI Program

Key Observation:

“While AMP program relieves the burden of back office system operation, it will be important for communities to understand their roles before, during and after the AMI Project Implementation. ...”

Key Municipality Roles & Activities:

- Managing the project approval process
- Financing the deployment
- System readiness
- Community readiness
- Deployment responsibilities
- Post-deployment operations

Managing the Project Approval Process

- Business Case Development may be a requirement from some municipality councils
 - AMP will have templates available
- Some councils will require public forums for educating themselves on advanced metering systems & operations
 - AMP, SSN, ElectSolve and APPA have materials available
- Each municipality will likely have a unique process for approving capital investments and operating expenses
 - Multiple Council Readings
 - Public Hearings

AMP's immediate need is to understand the overall timing for the approval process, and the requirements for the municipality to sign a non-binding "Letter of Intent" to join AMP's AMI Program

Financing the Deployment

- AMP can provide assistance with evaluating financing options that best fit Seaford's needs
- AMP can provide clarity on costs:
 - Examples of one-time costs and on-going operating expenses:
 - *One-Time Costs:* Meters, modules & installation; AMI Communications Network; Billing System Integration; Training
 - *On-going operating expenses:* AMP Back Office Charges (PMPM); billing System Support; Cellular data costs for access point connectivity
 - Contingencies will be included for:
 - Scheduling delays caused by inclement weather, etc...
 - Any permitting, franchising fees, licenses or other fees required to mount access point and relay radios.

System Readiness

- Provide accurate meter counts and types in order for AMP to provide a final quote
- Assist Vendors with site survey in order for them to firm up field network equipment and deployment.
- Verify properly sized internet connection is in place and network firewall is in place in the municipality.
- Firewalls and VPN tunnels required for system access and billing interface.
- Leveraging existing fiber for backhaul, where possible

Community Readiness

- Meet with resident committees to notify them of the upcoming system and work involved
 - Installers will need to enter homes to exchange inside meters or work in pits on resident's property
 - Scheduling this work on behalf of the installer
- Communicate program to residents well ahead of the implementation date.
 - Establish an understanding about the impacts from meter replacement.
- Educate yourself on reasons that residents could be opposed to the program, and define an “opt-out” program if required.
- Designating a municipality spokesperson for questions related to the program

Deployment Responsibilities

- Designating a project manager or coordinator at the municipality to manage the field deployments and work with the installer and field staff
- Making sure appropriate staff attend system training on the different portions of the system
- Validation of data in the system and doing a parallel process billing cycle
- Power connection to collectors and relays
- Installation of any additional poles to support equipment
- Equipment storage

Post-Deployment Responsibilities

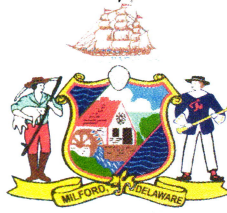
- Responding to system generated messages – meters not reporting, collectors/access points not communicating, etc.
- Field investigations of problematic equipment after install
- Installation and replacement of field equipment after install (adding new meters, expanding communications network, etc....)
- Municipality Meter Test Lab, if desired

Next Steps

- Secure Letters of Intent from Municipalities and present to AMP board.
 - Requesting a non-binding letter of intent from Seaford, DE
- Expect “go-ahead” from AMP board in February.
 - Board has verbally expressed support of the program.

Questions?

City of Milford



PROCLAMATION 2016-02

Mayor's Day of Recognition for National Service

WHEREAS, service to others is a hallmark of the American character, and central to how we meet our challenges; and

WHEREAS, the nations' Mayors are increasingly turning to national service and volunteerism as a cost-effective strategy to meet city needs; and

WHEREAS, AmeriCorps and Senior Corps participants address the most pressing challenges facing our cities and counties, from educating students for the jobs of the 21st century and supporting veterans and military families to providing health services and helping communities recover from natural disasters; and

WHEREAS, national service expands economic opportunity by creating more sustainable, resilient communities and providing education, career skills, and leadership abilities for those who serve; and

WHEREAS, AmeriCorps and Senior Corps participants serve in more than 60,000 locations across the country, bolstering the civic, neighborhood, and faith-based organizations that are so vital to our economic and social well-being; and

WHEREAS, national service participants increase the impact of the organizations they serve with, both through their direct service and by recruiting and managing millions of additional volunteers; and

WHEREAS, national service represents a unique public-private partnership that invests in community solutions and leverages non-federal resources to strengthen community impact and increase the return on taxpayer dollars; and

WHEREAS, national service participants demonstrate commitment, dedication, and patriotism by making an intensive commitment to service, a commitment that remains with them in their future endeavors; and

WHEREAS, the Corporation for National and Community Service shares a priority with Mayors nationwide to engage citizens, improve lives, and strengthen communities; and is joining with the National League of Cities, City of Service and Mayors across the country to recognize the impact of service on the Mayors Day of Recognition for National Service on April 5, 2016.

NOW, THEREFORE, BE IT RESOLVED that I, Bryan W. Shupe, by virtue of the authority vested in me as Mayor of the City of Milford, Delaware, do hereby proclaim April 5, 2016, as National Service Recognition Day, and encourage residents to recognize the positive impact of national service in our city; to thank those who serve; and to find ways to give back to their communities.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Official Seal of the City of Milford, in the State of Delaware, to be affixed this 28th day of March in the Year of our Lord 2016.

Mayor Bryan W. Shupe

Attest _____

City Clerk

ORDINANCE NO. 2016-02

AMENDING THE CODE OF THE CITY OF MILFORD BY ADDING A NEW CHAPTER 19

WHEREAS, the City of Milford desires to adopt an ordinance providing for the procedures for the consideration of economic development incentives and the use of economic development tools; and

WHEREAS, to be consistent in the consideration and review of new development or redevelopment within the City, it is necessary to approve this Ordinance.

NOW, THEREFORE, THE CITY OF MILFORD HEREBY ORDAINS:

Section 1. The Code of the City of Milford is hereby amended by adding thereto a new Chapter 19, to be titled "ECONOMIC DEVELOPMENT AND REDEVELOPMENT".

Section 2. The Code of the City of Milford is further amended by adding the following provisions to the new Chapter 19, to hereby read as follows:

Article I – General Provisions

§ 19-1 Purpose

The City Council has deemed it to be in the best interest of the residents of the City and in furtherance of their health, safety and welfare to promote economic development and redevelopment within the City of Milford. In order to promote development and redevelopment, City Council has determined that incentives in the form of impact fee waivers, fee waivers, and other options should be made available to qualifying persons and businesses.

§19-2 Definitions

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

DIRECT JOB-refers to a Full-Time Equivalent Job that is created by the Incentive Beneficiary that did not exist prior to the receipt of notice of eligibility for a Specific Economic Development Incentive Program available under this Chapter. To be considered a Direct Job, there must be an increase in the total number of Full-time Equivalent Jobs employed by the Incentive Beneficiary.

ELIGIBLE PROJECT-refers to a project of an Incentive Beneficiary that is approved by the City Manager to receive economic incentives under a Specific Economic Development Incentive Program offered under this chapter.

FULL-TIME EQUIVALENT JOB-calculated as total hours worked in jobs created divided by the number of hours in a Full-time Schedule.

FULL-TIME SCHEDULE-an average of thirty (30) hours per week, or at least one-hundred and thirty (130) hours in a month.

INCENTIVE BENEFICIARY-refers to the person or entity that has applied for and been approved to receive economic incentives made available under this Chapter. Any individual who owns 50% or more of an entity that has been approved for economic incentives under this Chapter shall also be identified as an Incentive Beneficiary.

INCENTIVIZED PROJECT-refers to the specific project identified in the application submitted by the Incentive Beneficiary for receipt of economic incentives under this Chapter.

INDIRECT JOB-refers to a job that is created by a person or entity who is not an Incentive Beneficiary but has created an indirect job as a result of an economic incentives offered to an Incentive Beneficiary under this Chapter.

INSTALLMENT LAND CONTRACT-refers to a real estate contract between the City and the Incentive Beneficiary whereby the City agrees to sell to the Incentive Beneficiary city-owned property for an agreed upon price that is to be paid by the Incentive Beneficiary through monthly, quarterly or annual installments. The City shall retain title to the real property until the full purchase price is paid by the Incentive Beneficiary.

PART-TIME JOB-refers to a job for which an employee averages less than thirty (30) hours per week on a regular basis.

SPECIFIC ECONOMIC DEVELOPMENT INCENTIVE PROGRAM (SEDIP)-refers to any incentive program under Article III that City Council has ordained to be made available to qualifying applicants. Each program may incorporate any of the economic incentives identified under Article II, subject to any unique terms and conditions as City Council may deem appropriate.

§19-3 Administration

The City Manager and his or her staff shall develop the administrative procedures necessary to implement any SEDIP available under this Chapter 19. The City Manager or such person as he or she may designate shall promulgate reasonable standards to be used in determining whether an applicant is eligible for economic incentives under the particular SEDIP being applied for in accordance with Article II and the specific terms and conditions of the SEDIP. The City Manager or his or her designee shall be responsible for auditing the Incentive Beneficiary as required. Revocation of eligibility shall be determined by the City Manager.

§19-4 Appeals

Any applicant denied eligibility or who is subject to revocation of eligibility may appeal the decision to the City Council within 30 days from the receipt of notice of denial or revocation of eligibility. The appeal shall be made by filing a written request with the City Clerk.

§19-5 Miscellaneous

Severability: Should any section or provision of this Chapter be declared void, illegal or otherwise invalid by a Court of competent jurisdiction such decision shall not affect the validity of any other provisions of this chapter not otherwise declared invalid or inapplicable.

Article II - Economic Development Programs

§19-6 Incentive Options

The following are a list of the incentive options that may be made available for any SEDIP offered under Article III of this Chapter, subject to any specific conditions or restrictions as may be identified in the specific program:

- A. Impact Fee Waiver or Reduction: A SEDIP may offer qualifying Incentive Beneficiaries a waiver or reduction from any City assessed water, sewer or electric impact fees to the extent provided for under the SEDIP.
- B. Permit and Fee Waiver or Reduction: A SEDIP may offer qualifying Incentive Beneficiaries a waiver or reduction from any of the following permits or fees:
 - (1) Building permit fee
 - (2) Water service connection fee
 - (3) Sewer inspection fee
 - (4) Electric service connection fee
 - (5) Fees associated with any preliminary or final site plan review
 - (6) Other fees associated with professional services provided by the City as it pertains to planning, engineering and legal review.
- C. Fees that cannot be waived: Any fees or taxes assessed by the State, County or School District and special fees payable for fire or public safety protection cannot be waived and must be paid by the Incentive Beneficiary to maintain eligibility under the Chapter.
- D. Installment Land Contract: When applicable, a SEDIP may permit the City Manager, on behalf of the City, to enter into a real estate contract between the City and the Incentive Beneficiary in which the City provides financing to the Incentive Beneficiary, and whereby the Incentive Beneficiary purchases the property through monthly, quarterly or yearly installments. The City shall remain the title owner of the property until full payment is received.

§19-7 Eligibility

- A. Eligibility for participation in any SEDIP shall be determined by the City Manager according to the specific provisions and requirements of the SEDIP being applied for.
- B. An otherwise eligible applicant shall be ineligible for any SEDIP if:
 - (1) An application for a building permit for the project was filed prior to the effective date of this Chapter; or
 - (2) The Incentive Beneficiary is delinquent on any taxes, assessments, sewer, water, electric, trash charges and any other fees due to the City of Milford for any property owned or leased by the Incentive Beneficiary; or
 - (3) The Incentive Beneficiary has previously had its eligibility revoked for any SEDIP offered under this Chapter.
- C. Revocation of Eligibility. If the Incentive Beneficiary is in default of any of the terms and conditions required under this Chapter, including any requirements specific to the SEDIP or an Installment Land

Contract, the City Manager shall provide a written notice of default to the Incentive Beneficiary. In the event the default is not substantially cured within fifteen (15) days, the City Manager shall immediately revoke the Incentive Beneficiary's eligibility and assess the Incentive Beneficiary the full cost of all impact and permit fees that were reduced or waived.

Article III – Specific Economic Development Incentive Programs

An applicant for economic incentives under this Chapter must apply for and meet the conditions of one of the SEDIP programs available under this Article III.

§19-8 Greater Milford Business Complex Incentive Program

A. Eligibility

Eligible Projects shall include any new construction on city-owned, undeveloped land within the Greater Milford Business Complex. Eligibility shall be based on the creation of full-time equivalent jobs as outlined in Table 1 under this Section. The Incentive Beneficiary shall enter into an agreement with the City of Milford to ensure the eligibility criteria are met and maintained.

B. Target Area – Greater Milford Business Complex

The Greater Milford Business Complex refers to the business park created by the City of Milford, as located on the south side of Airport Road in Milford, Kent County, Delaware, as further depicted in a Revised Record Plan of record in the Recorder of Deeds in and for Kent County, Delaware under Plot Book 68, Page 44.

C. Development Incentives

(1) Impact Fee Waivers

- a) Incentive Beneficiaries may qualify to select a waiver of any of the following impact fees according to the tiers provided in Table 1 below: Water, Sewer or Electric.
- b) The City will audit the Incentive Beneficiary three (3) years after the issuance of the first certificate of occupancy to verify the job creation levels are achieved. If the required Full-Time Equivalent Job levels are not met or maintained, the Incentive Beneficiary is responsible for payment of all fees and costs not otherwise waived or reduced under this program, including any fees and costs assessed by Kent County or other governmental agencies.

(2) Permit and Other Fee Waivers

- a) The City will provide a one-time reduction of all permits and fees identified under §19-6(b) in accordance with Table 1 below.
- b) The City will audit the Incentive Beneficiary three (3) years after the issuance of the first certificate of occupancy to verify the job creation levels are achieved. If the required Full-Time Equivalent Job levels are not met, the Incentive Beneficiary is responsible for payment of any waived or reduced fees.

- c) The Incentive Beneficiary is responsible for obtaining all required local, State, County, and Federal permits and approvals as may be required to complete the project.
- d) The Incentive Beneficiary shall be responsible for the Carlisle Enhancement Fee as outlined in the City of Milford Code.

(3) Installment Land Contract

- a) The Incentive Beneficiary may apply to purchase the City owned property through an installment land contract at a price and upon such terms and conditions as may be determined by the City Manager. The acceptance of the contract is subject to the express approval of City Council, which approval may be withheld in its complete discretion.
- b) The City will audit the Incentive Beneficiary annually to verify that the Incentive Beneficiary has created and maintained the required number of Full-Time Equivalent Jobs as identified in the installment land contract. Audits shall begin thirty-six (36) months from the date of contract signing and continue until full payment is made to the City. If the Full-Time Equivalent Job level averages below the required number for a period of three (3) consecutive years, excluding the first three years, the City Manager may determine that the Incentive Beneficiary is in default and provide notice as required.
- c) In the event the default is not cured, in addition to such other remedies as may be available, the Incentive Beneficiary shall be required to choose between the following two options:
 - i. Surrender all improvements and the property to the City; or
 - ii. Pay the entire remaining principal balance to the City within 45 days following the date the default notice was issued.

D. Greater Milford Business Complex Economic Incentive Program Tier Incentives

(1) Table 1.

Tier	Full-time Equivalent Jobs Created	Impact Fee Waivers	Waiver of Permits & Other Fees
1	5-9	1	20%
2	10-14	2	40%
3	15-19	3	60%
4	20-24	4	80%
5	25-29	5	All
6	30+	All	All

Section 3. Dates.

Introduction 03-14-2016

Adoption: 03-28-2016

Projected Effective Date: April 7, 2016

SECTION 00020

INVITATION TO BIDDERS

Sealed Bids, in duplication, will be received by the **City of Milford**, until **2:00 P.M.** local time on **Monday, February 1, 2016** for the general construction of the **Truitt Avenue & Milford Cemetery Improvements Project**, at which time the bids will be opened publicly.

Work includes the asphalt milling, milling removal, and paving of approximately 1,500 linear feet of Truitt Avenue, including removal and replacement of approximately 1,600 linear feet of curb, 6,000 square feet of 4-inch thick sidewalk, 1,500 square feet of sidewalk handicap ramp with truncated domes, 1,500 square feet of 6-inch sidewalk and driveway aprons, along with other incidental work. The work also includes constructing a 20 foot wide and approximately 730 foot long paved road in Milford Cemetery.

Bidders are required to provide bid security in the amount of ten percent (10%) of the bid sum. The successful bidder will be required to post Performance and Payment Bonds equal to one hundred percent (100%) of the contract price upon execution of the contract.

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 \$100.00 for each set, non-refundable. Checks should be made payable to Davis, Bowen & Friedel, Inc.

This project is subject to State of Delaware Prevailing Wage Rates and all requirements therein.

A PRE-BID meeting will be held on **Tuesday, January 19, 2016, at 2:00 P.M.**, at City Hall, located at 201 South Walnut Street, Milford, DE 19963.

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.

City of Milford

By: Jeff Portman,
Interim City Manager

END OF SECTION

					Mitten Construction Co.		A-Del Construction Co.		Sam's Construction LLC		George & Lynch, Inc.		Zack Excavating, Inc.		Kent Construction Co.		JJID, Inc.	
Item No. & Description		Size/ Depth	Unit	Est. Qty	Unit Price	Total Price	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% total bid)		LS	1	\$7,500.00	\$7,500.00	\$12,500.00	\$12,500.00	\$12,000.00	\$12,000.00	\$15,480.00	\$15,480.00	\$15,500.00	\$15,500.00	\$15,266.00	\$15,266.00	\$31,000.00	\$31,000.00
	TRUITT AVENUE																	
2	Saw Cut Asphalt and Remove Paving Section Full Depth	Varies	SF	1600	\$4.50	\$7,200.00	\$2.80	\$4,480.00	\$3.00	\$4,800.00	\$5.00	\$8,000.00	\$21.00	\$33,600.00	\$22.91	\$36,656.00	\$36.00	\$57,600.00
3	Remove and Dispose of Existing Curb		LF	1600	\$4.75	\$7,600.00	\$4.80	\$7,680.00	\$5.00	\$8,000.00	\$10.80	\$17,280.00	\$34.00	\$54,400.00	\$11.31	\$18,096.00	\$100.00	\$160,000.00
4	Remove and Dispose of Existing Sidewalk or Concrete Apron		SF	9000	\$3.75	\$33,750.00	\$3.50	\$31,500.00	\$3.00	\$27,000.00	\$5.00	\$45,000.00	\$5.00	\$45,000.00	\$4.25	\$38,250.00	\$12.00	\$108,000.00
5	Furnish & Install PCC Curb Type 1, Including Depressed Curb and Stone Base		LF	1400	\$45.00	\$63,000.00	\$35.15	\$49,210.00	\$35.00	\$49,000.00	\$51.84	\$72,576.00	\$39.00	\$54,600.00	\$45.94	\$64,316.00	\$70.00	\$98,000.00
5a	Furnish & Install Integral PCC Curb & Gutter Type 3, Including Depressed Curb and Stone Base		LF	200	\$45.00	\$9,000.00	\$40.50	\$8,100.00			\$53.46	\$10,692.00	\$39.00	\$7,800.00	\$80.27	\$16,054.00	\$100.00	\$20,000.00
6	Furnish & Install Concrete Sidewalk and Driveway Aprons, Including Stone Base	4"	SF	6000	\$7.50	\$45,000.00	\$17.75	\$106,500.00	\$12.00	\$72,000.00	\$12.96	\$77,760.00	\$8.00	\$48,000.00	\$12.62	\$75,720.00	\$25.00	\$150,000.00
7	Furnish & Install Concrete Sidewalk and Driveway Aprons, Including Stone Base	6"	SF	1500	\$8.00	\$12,000.00	\$18.50	\$27,750.00	\$13.00	\$19,500.00	\$15.12	\$22,680.00	\$10.00	\$15,000.00	\$16.22	\$24,330.00	\$30.00	\$45,000.00
8	Furnish & Install Handicap Ramp, Including Stone Base	6"	SF	1500	\$8.00	\$12,000.00	\$18.00	\$27,000.00	\$20.00	\$30,000.00	\$16.20	\$24,300.00	\$15.00	\$22,500.00	\$18.01	\$27,015.00	\$25.00	\$37,500.00
9	Furnish & Install Truncated Domes	24"	SF	120	\$55.00	\$6,600.00	\$40.00	\$4,800.00	\$34.00	\$4,080.00	\$45.36	\$5,443.20	\$90.00	\$10,800.00	\$62.04	\$7,444.80	\$60.00	\$7,200.00
10	Remove, Replace, and Adjust Manhole Frame & Cover Prior to Paving (City to supply frame and cover)		EA	3	\$1,100.00	\$3,300.00	\$1,500.00	\$4,500.00	\$700.00	\$2,100.00	\$1,500.00	\$4,500.00	\$1,800.00	\$5,400.00	\$834.00	\$2,502.00	\$2,800.00	\$8,400.00
11	Adjust Existing Manhole Frame & Cover Prior to Paving		EA	2	\$1,100.00	\$2,200.00	\$1,500.00	\$3,000.00	\$700.00	\$1,400.00	\$1,500.00	\$3,000.00	\$1,800.00	\$3,600.00	\$936.71	\$1,873.42	\$3,300.00	\$6,600.00
12	Adjust Existing Valve Box Prior to Paving		EA	3	\$500.00	\$1,500.00	\$1,200.00	\$3,600.00	\$500.00	\$1,500.00	\$600.00	\$1,800.00	\$700.00	\$2,100.00	\$544.20	\$1,632.60	\$2,000.00	\$6,000.00
13	Remove Existing Hydrant and Hydrant Lead and Re-Install with New Lead so Hydrant is Behind Sidewalk	6"	EA	2	\$3,500.00	\$7,000.00	\$4,400.00	\$8,800.00	\$5,000.00	\$10,000.00	\$8,000.00	\$16,000.00	\$10,000.00	\$20,000.00	\$4,909.91	\$9,819.82	\$5,100.00	\$10,200.00
14	Remove and Dispose of Existing Tree Off-Site, Including Root Ball and Roots		EA	3	\$2,100.00	\$6,300.00	\$2,500.00	\$7,500.00	\$1,500.00	\$4,500.00	\$14,000.00	\$42,000.00	\$5,800.00	\$17,400.00	\$11,826.17	\$35,478.51	\$4,000.00	\$12,000.00
15	Mill Existing Asphalt Paving and Stockpile /Place Millings at Cemetery	1-1/2"	SY	4600	\$2.40	\$11,040.00	\$3.60	\$16,560.00	\$14.00	\$64,400.00	\$3.00	\$13,800.00	\$7.50	\$34,500.00	\$4.30	\$19,780.00	\$6.00	\$27,600.00
16	Mill to Create Flow Line at 4th Street Intersection		LS	1	\$2,750.00	\$2,750.00	\$2,900.00	\$2,900.00	\$3,000.00	\$3,000.00	\$5,000.00	\$5,000.00	\$5,500.00	\$5,500.00	\$901.30	\$901.30	\$11,000.00	\$11,000.00
17	Mill to Create Flow Line at 5th Street Intersection		LS	1	\$2,750.00	\$2,750.00	\$2,900.00	\$2,900.00	\$3,000.00	\$3,000.00	\$5,000.00	\$5,000.00	\$5,500.00	\$5,500.00	\$901.30	\$901.30	\$11,000.00	\$11,000.00
18	Remove Existing Spoils and Grade at North End of Truitt Avenue to Promote Drainage to Existing Swale		LS	1	\$4,500.00	\$4,500.00	\$3,600.00	\$3,600.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$3,500.00	\$3,500.00	\$13,776.09	\$13,776.09	\$33,000.00	\$33,000.00
19	Mill at North End of Truitt Avenue to Promote Drainage to Existing Swale		LS	1	\$2,750.00	\$2,750.00	\$2,900.00	\$2,900.00	\$10,000.00	\$10,000.00	\$5,000.00	\$5,000.00	\$5,500.00	\$5,500.00	\$450.65	\$450.65	\$11,000.00	\$11,000.00
20	Furnish, Install, and Compact Crusher Run Sub-Base	8"	CY	60	\$85.00	\$5,100.00	\$115.00	\$6,900.00	\$90.00	\$5,400.00	\$150.00	\$9,000.00	\$100.00	\$6,000.00	\$171.36	\$10,281.60	\$250.00	\$15,000.00
21	Furnish & Install Super Pave Type B Asphalt	2"	Tons	40	\$177.00	\$7,080.00	\$220.00	\$8,800.00	\$150.00	\$6,000.00	\$210.00	\$8,400.00	\$200.00	\$8,000.00	\$258.56	\$10,342.40	\$270.00	\$10,800.00
22	Furnish & Install Super Pave Type C Asphalt	1-1/2"	Tons	470	\$108.00	\$50,760.00	\$85.00	\$39,950.00	\$150.00	\$70,500.00	\$130.00	\$61,100.00	\$145.00	\$68,150.00	\$105.90	\$49,773.00	\$130.00	\$61,100.00
23	Install Inlet Protection		EA	1	\$100.00	\$100.00	\$250.00	\$250.00	\$800.00	\$800.00	\$350.00	\$350.00	\$150.00	\$150.00	\$214.57	\$214.57	\$800.00	\$800.00
	Truitt Avenue Sub-Total (Bid Items 1 - 23)					\$310,780.00		\$391,680.00		\$413,980.00		\$479,161.20		\$492,500.00		\$480,875.06		\$938,800.00
	MILFORD CEMETERY																	
24	Undercut, Grade, and Compact Sub-Grade for Road		SY	1700	\$9.50	\$16,150.00	\$10.00	\$17,000.00	\$22.00	\$37,400.00	\$3.67	\$6,239.00	\$10.00	\$17,000.00	\$16.93	\$28,781.00	\$30.00	\$51,000.00
25	Furnish, Install and Compact Select Fill		CY	500	\$45.00	\$22,500.00	\$40.00	\$20,000.00	\$35.00	\$17,500.00	\$25.00	\$12,500.00	\$50.00	\$25,000.00	\$46.34	\$23,170.00	\$120.00	\$60,000.00
26	Place, Grade and Compact Millings	4"	CY	200	\$35.00	\$7,000.00	\$75.00	\$15,000.00	\$50.00	\$10,000.00	\$52.00	\$10,400.00	\$40.00	\$8,000.00	\$22.41	\$4,482.00	\$70.00	\$14,000.00
27	Furnish & Install Super Pave Type C Asphalt	2"	Tons	30	\$175.00	\$5,250.00	\$175.00	\$5,250.00	\$150.00	\$4,500.00	\$220.00	\$6,600.00	\$220.00	\$6,600.00	\$232.10	\$6,963.00	\$250.00	\$7,500.00
28	Furnish & Install Silt Fence		LF	400	\$3.00	\$1,200.00	\$4.00	\$1,600.00	\$5.00	\$2,000.00	\$3.00	\$1,200.00	\$3.50	\$1,400.00	\$15.60	\$6,240.00	\$5.00	\$2,000.00
	Milford Cemetary Sub-Total (Bid Items 24 - 28)					\$52,100.00		\$58,850.00		\$71,400.00		\$36,939.00		\$58,000.00		\$69,636.00		\$134,500.00
	CONTINGENT ITEM																	
29	Furnish, Install, and Compact Crusher Run Sub-Base		CY	100	\$85.00	\$8,500.00	\$54.00	\$5,400.00	\$20.00	\$2,000.00	\$82.75	\$8,275.00	\$100.00	\$10,000.00	\$118.44	\$11,844.00	\$200.00	\$20,000.00
TOTAL (BID ITEMS 1 - 29)						\$371,380.00		\$455,930.00		\$487,380.00		\$524,375.20		\$560,500.00		\$562,355.06		\$1,093,300.00



PROJECT COST BREAKDOWN
TRUITT AVENUE REHABILITATION/CEMETERY EXPANSION PROJECT
CITY OF MILFORD
March 21, 2016

ITEM DESCRIPTION	TRUITT AVENUE	CEMETERY EXPANSION
Limited Topographic Survey	\$1,250.00	\$1,650.00
Project Design and Permitting	\$5,200.00	\$3,500.00
Construction Procurement	\$1,400.00	\$1,400.00
Mitten Construction Co. Estimated Bid	\$310,780.00	\$52,100.00
Crusher Run Stone Contingent Item	\$4,250.00	\$4,250.00
Total Estimated Amount	\$322,880.00	\$62,900.00
Total Amount of Allocated Funds	\$75,000.00	\$40,000.00
Requested Transfer Amount	\$247,880.00	\$22,900.00

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 Lardner, P.E.
Gerald G. Friedel, P.E.

March 21, 2016

City of Milford
201 South Walnut Street
Milford, DE 19963

Attn: Mr. Eric Norenberg
City Manager

RE: **RECOMMENDATION FOR AWARD**
Truitt Avenue Rehabilitation & Milford Cemetery Expansion Project
Project No. 0052A174

Dear Eric:

We have reviewed the bids received for the above-referenced project and recommend award to the low bidder, Mitten Construction Co. of Dover, Delaware, for the estimated amount of \$371,380.00. A copy of the project bid tabulation along with a copy of the project cost breakdown for each portion of the project is attached for your review.

As shown on the attached project cost breakdown, the total amount of currently allocated funds is \$75,000.00 for the Truitt Avenue Rehabilitation work and \$40,000.00 for the Cemetery Expansion project. Therefore, should city council approve award of this project we request the transfer of \$250,000.00 from the Municipal Street Aid account and \$25,000.00 from the City's General Fund to cover the total estimated cost of the project.

Should you have any questions or need additional information, please let us know.

Sincerely
DAVIS, BOWEN AND FRIEDEL, INC.



Randy B. Duplechain, P.E.
Principal

Enc.

March 18, 2016

Ms. Christine Crouch

Deputy City Clerk

City of Milford

Dear Christine,

This letter will serve as notice of my resignation from the Milford Workforce Development Commission, effective on the date of the next organizational meeting.

It has been an eventful five years, and it was especially rewarding to see a program grow from the ground up to the successful program it has become. I especially appreciate the support you've given the commission members and the program over the years. I will be happy to work with current or new members of the commission in turning over the information and knowledge I have regarding the program.

Very Truly Yours,

David Markowitz



PLANNING & ZONING DEPARTMENT
P 302.424.3712 F: 302.424.3558

201 SOUTH WALNUT STREET
MILFORD, DE 19963

www.cityofmilford.com

TO: Mayor and City Council

FROM: Eric Norenberg, City Manager

VIA: Rob Pierce, Coordinator of Planning & Economic Development Activities

DATE: March 28, 2016

RE: **Misphillion River Project – Surface Water Matching Planning Grant**
Authorization of Contract - Partnership of the Delaware Estuary
Authorization of Contract - Davis, Bowen & Friedel, Inc.

On August 26, 2015, the City of Milford submitted a surface water matching planning grant application to the State of Delaware, Department of Natural Resources and Environmental Control (DNREC), Division of Watershed Stewardship for the Misphillion River Water Quality Improvement Project. This planning grant required a 50/50 match from the applicant with a maximum contribution of \$50,000 from the State. On August 24, 2015, City Council authorized the City to utilize \$30,000 allocated in FY16 in the Parks & Recreation budget for the removal of the Goat Island Causeway and an additional \$20,000 from general fund reserves for a total City contribution of \$50,000, maximizing the planning grant potential.

The project includes a planning study to investigate and provide preliminary design for the use of living shoreline techniques to stabilize portions of the Misphillion River and provide natural water quality treatment through the implementation of constructed wetlands, vegetative buffers and/or other innovative techniques along 1,500 feet of river bank. The grant would design and permit the removal of the existing Goat Island causeway to enhance recreational activities on the river and incorporate an educational component through the use of signs and placards detailing the nutrient reduction and stabilization methods implemented.

As part of the project, the City intended to partner with the Partnership for the Delaware Estuary to conduct a site characterization, planning and conceptual design and provide guidance through the planning/design process for the use of plan and bio-based living shorelines. PDE has provided the attached proposal and contract in the amount of \$20,000 for these services.

The project also includes hiring an engineering consultant to determine the feasibility of bank stabilization, flow restoration and best management practices in water quality improvement for the target areas shown on the attached exhibit. Davis, Bowen, & Friedel, Inc (DBF) has provided the enclosed proposal in the amount of \$13,200 to provide the initial survey and wetland delineation. Upon completion of the conceptual plan, DBF will provide a proposal for the remaining studies, engineering design and cost estimate for the construction of feasible components.

www.cityofmilford.com

Based on the above information, staff recommends the following motions;

“Move to authorize the contract in the amount of \$20,000 to the Partnership of the Delaware Estuary to conduct site characterization, planning, and conceptual design for using plant and bio-based living shorelines along portions of the Mispillion River near Goat Island.”

AND

“Move to authorize a contract not to exceed \$13,200 to Davis, Bowen & Friedel, Inc. for engineering and surveying services related to the conceptual phase of the Mispillion River Water Quality Improvement Project.”



Attachment A – Scope of Work

Partnership for the Delaware Estuary

Misppillion River Living Shoreline Feasibility Study

Prepared for the City of Milford, Delaware, in support of a Surface Water Matching Planning Grant

Effective Work Period: February 1, 2016 - December 31, 2016

Contract Dollar Amount: \$20,000

Location: The project area is along the southern shoreline of the Misppillion River in Milford, Delaware, adjacent to the Misppillion Riverwalk and Goat Island trail

ORIENTATION

The City of Milford has received funding through a matching planning grant from the Delaware Water Infrastructure Advisory Council. One facet of the planning study will investigate the use of natural infrastructure approaches for stabilizing a specific stretch of the shoreline along the Riverwalk, an area that is currently unprotected. Most of the shoreline within the city has been stabilized with hard structures such as rip rap, and the intent of this project is to assess the feasibility of using living shoreline tactics as an alternative to rip rap. If successful, living shorelines would be expected to enhance (rather than degrade) the ecology and promote water quality benefits. A second area of interest for a potential living shoreline installation exists just downstream from the causeway to Goat Island, also along the southern shoreline.

This scope of work describes tasks to be performed by the Partnership for the Delaware Estuary (PDE) in support of the living shoreline feasibility study. As described below, PDE will first characterize existing biological conditions at the site, including an inventory of local plant and animal species that might be targeted as potential dominants within a living shoreline. This PDE site assessment will be augmented by wetland delineation and physical contouring that are mapped by other consultants. Based on site assessment data, PDE will prepare conceptual plans for potential living shoreline alternatives for each of the two sites. PDE will periodically communicate and share information with other consultants, including project concepts, to facilitate their project plan development.

As an outcome of this work, project plans will be promoted that, if implemented, would potentially stabilize portions of the Misppillion River shoreline while also providing enhanced, natural water quality treatment through the implementation of constructed wetlands, vegetative buffers, and/or other innovative techniques along 1,500 linear feet of river bank.

ASSUMPTIONS

The City will hire an environmental engineering consultant (EEC) to determine the feasibility of bank stabilization, flow restoration, and best management practices in water quality improvement for the targeted areas. It is assumed that the environmental engineering company will provide PDE with background data such as elevation contours and wetland delineations in GIS formats for both areas of interest, by June 30, 2016.

TASKS/DELIVERABLES

Task 1- Site Characterization

Timeline: February 1 - July 15, 2016

PDE will first examine historic aerial imagery to develop an understanding of past conditions, such as shoreline change (erosion or accretion) for the two areas of interest: south shoreline of Mispillion River along the Riverwalk and immediately downstream of the causeway to Goat Island. Existing water quality data will also be examined to identify parameters that could govern biological communities (e.g. salinity, dissolved oxygen, pH). During spring, field surveys will be performed at the site and vicinity to inventory candidate flora and fauna that could be targeted for living shoreline designs, focusing on species that either help to stabilize erosion and/or improve water quality. Examples are dominant wetland vegetation and bivalve shellfish. PDE will also use YSI instrumentation to take spot readings of key water quality metrics to verify or supplement pre-existing data (e.g. salinity, DO, pH).

Following delivery of elevation and wetland datasets from other consultants (see Assumptions above). PDE will determine whether any supplemental baseline data are needed to prepare initial living shoreline design concepts. Additional data might include substrate conditions, RTK-GPS contours, or other metrics to be determined.

PDE will communicate with other contractors at least monthly and may request copies of other relevant data that they may collect, if appropriate, to develop a comprehensive understanding of current physical, chemical and biological conditions at the two sites.

Task 1. Baseline characterization of past and current conditions

- Collection and analysis of historic aerial imagery and water quality data
- Qualitative scientific survey of bivalve shellfish and wetland vegetation
- Supplemental sampling of water quality, elevations, substrates (if needed)
- GIS mapping of existing conditions (if needed)
- Summary of flora and fauna species to be targeted in living shoreline designs, based on tolerance limits from PDE studies and other literature

Task 2- Conceptual Plan

Timeline: May 15 - August 31, 2016

PDE will prepare conceptual plans for each of the two areas of interest: south shoreline of Mispillion River along the Riverwalk and immediately downstream of the causeway to Goat Island. These plans may include alternatives.

Each concept will consist of a 2-D top view and a 2-D side view, delineating the suggested project boundaries and locations relative to mean higher high water (MHHW), mean high water (MHW), mean sea level (MSL), mean low water (MLW) and mean lower low water (MLLW), relative to NAVD88. Conceptual plans will graphically depict the placement of key physical and biological components, focusing on natural materials (e.g. stone, shell, natural fiber or woody matting and logs, biological plants). Narratives will be furnished per design that describe the recommended installation timelines to maximize the stabilization of physical conditions and biological communities.

PDE will share progress and initial drafts of concept plans with city personnel and other contractors when they are developed so that any potential impediments or local considerations might be identified that could affect project viability. If needed, draft concept plans will be revised accordingly.

Task 2. Conceptual site plans

- Initial conceptual plan(s) for two areas of interest
- Review and revision of plan drafts

Task 3- Meetings and Communication

Timeline: February 1 - November 30, 2016

PDE will communicate at least monthly with city personnel and other consultants, or as feasible, to facilitate coordination and sharing of data. PDE will also attend project meetings at key junctures to discuss conceptual plans, and later, to provide ecological expertise in support of final project plans being prepared by the other consultants (i.e., for permit preparation).

Task 3. Plan Communication

Coordination and sharing with the city and other consultants regarding data and plans
Periodic conference calls with project partners
At least two meetings on/near site

Task 4-Reporting & Refinement

Timeline: August 15 - December 31, 2016

Task 4. Reporting & Refinement

Summary of site characterization results (interim report)
Draft conceptual plans (interim report)
Final report containing final conceptual plans (reflecting city and partner comments)
and narrative describing recommendations to maximize ecological outcomes,

BUDGET

TOTAL	\$20,000
Personnel	\$12,504
<i>Science Director (45 hrs @ \$71/hr)</i>	
<i>Science Coordinator (20 hrs @ \$40/hr)</i>	
<i>Restoration Coordinator (125 hrs @ \$36/hr)</i>	
<i>Shellfish Specialist (48 hrs @ \$28/hr)</i>	
<i>Habitat Specialist (75hrs @ \$27/hr)</i>	
<i>PDE Intern (40 hrs @ \$16/hr)</i>	
Materials and Supplies	\$867
<i>Field supplies, equipment fees, for scientific surveys</i>	
Travel	\$857
<i>For Scientific surveys, meetings</i>	
<i>1,500 miles @.556 per mile, \$4 toll/trip</i>	
Indirect Costs	\$5,772
<i>Federally approved rate of .462 applied to salary & fringe</i>	

POINTS OF CONTACT

- Principle Investigator; Dr. Danielle Kreeger, Science Director, PDE, 302-655-4990 ext 104, dkreeger@delawareestuary.org
- Staff scientist: Mr. Joshua Moody, Restoration Coordinator, PDE, 302-655-4990 ext 115, jmoody@delawareestuary.org

AGREEMENT FOR SERVICES

This agreement is entered into on April __, 2016 between the City of Milford, Delaware (MILFORD) and the Partnership for the Delaware Estuary, Inc. (PDE).

1. Rob Pierce shall be responsible for the administration of this contract for MILFORD, with the following contact information:

Rob Pierce, Coordinator of Planning and Economic Dev. Activities
201 South Walnut Street
Milford, DE 19963
302-424-3712 ext. 311
rpierce@milford-de.gov

2. Danielle Kreeger shall be responsible for the administration of this contract for PDE with the following contact information:

Danielle Kreeger, Science Director
110 South Poplar Street, Suite 202
Wilmington, Delaware
302-655-4990 ext. 104
DKreeger@DelawareEstuary.org.

3. PDE's tax identification number is 51-0375307.

4. It is understood by both parties that this Agreement is not intended to be one of hiring under the provisions of the Worker's Compensation Law, or of any other law, and shall not be so construed. PDE is responsible for payment of social security, income, or any other taxes on the payments made under agreement.

5. PDE shall furnish all equipment and supplies necessary for the performance of services called for under this Agreement except as noted in the Scope of Work (Attachment A).

6. The records and data of MILFORD are confidential to it and PDE shall treat them in confidence. Upon MILFORD's request, PDE shall return any records or data to MILFORD upon termination of this Agreement.

7. PDE shall provide professional services and expertise to MILFORD for the purpose of investigating and recommending the use of living shoreline tactics along a designated stretch of the Mispillion River, as described in **Attachment A – Scope of Work**. These services shall include:

A. Site characterization

- B. Baseline characterization of past and current conditions
- C. Conceptual planning
- D. Reporting and refinement of plans.

8. MILFORD shall pay PDE a total amount not to exceed \$20,000 for the services outlined in paragraph 7 above during the project period beginning April 1, 2016 and ending December 31, 2016. PDE will submit quarterly invoices for payment by MILFORD in accordance with the budget included in **Attachment A – Scope of Work**, including a final invoice at project completion. In each invoice, PDE will provide a brief description of the services provided and/or costs incurred, as well as progress made on the project during the invoice period, utilizing the activities and outputs identified in **Attachment A – Scope of Work** whenever possible. On or before December 31, 2016 PDE will provide to MILFORD a final report including conceptual plans and recommendations, as detailed in **Attachment A – Scope of Work**.

9. PDE is responsible for making any required logistical arrangements needed to complete the tasks described in section 7 above in accordance with input and availability of MILFORD's representatives and contractors/consultants. MILFORD is responsible for providing input and information on the availability of its representatives and contractors to PDE for the purpose of making such arrangements.

10. PDE shall maintain general liability insurance in an amount satisfactory to MILFORD. PDE agrees to indemnify, defend, and hold MILFORD harmless from liability, including counsel fees and costs, arising from a breach or negligence by PDE hereunder. MILFORD agrees to indemnify, defend, and hold PDE harmless from liability, including counsel fees and costs, arising from a breach or negligence by MILFORD and any consultants/contractors working on its behalf hereunder.

11. Either party may terminate this Agreement without cause on sixty (60) days' written notice. Either party may terminate this agreement for cause effective upon giving notice. Upon notice of termination, PDE will invoice and MILFORD will pay for costs incurred and not invoiced prior to termination. Any changes to this agreement, including the timing of project completion or the not to exceed value in section 8 above must be agreed to by both parties in writing.

12. This Agreement is effective from April 1, 2016 to December 31, 2016.

IN WITNESS of the foregoing provisions, the parties have signed this Agreement below:

MILFORD:

PDE:

_____(Seal)
Bryan W. Shupe, Mayor
City of Milford

_____(Seal)
Jennifer Adkins, Executive Director
Partnership for the Delaware Estuary, Inc.

Attest

Attest



February 15, 2016

City of Milford
201 South Walnut Street
Milford, Delaware 19963

Attn: Mr. Rob Pierce
Planning Coordinator

RE: **PROPOSAL**
Living Shoreline Feasibility Study
Wetlands Delineation and Survey Support Services
DBF # P0052A15.010

*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.

Dear Rob:

In response to your request, Davis, Bowen & Friedel, Inc. is pleased to present this proposal for providing wetlands delineation and survey services in support of the Mispillion River Living Shoreline Feasibility Study being performed by Partnership for the Delaware Estuary, Inc. (PDE). A description of our proposed scope of services and associated fee for each portion of the work is as follows:

A. WETLANDS DELINEATION AND SURVEY SERVICES

We will utilize the services of our wetlands sub-consultant, Environmental Resources Inc. (ERI) to perform a wetlands delineation of the approximately 1,500 feet of riverbank as noted in PDE's feasibility study scope of work. Once the wetlands delineation is complete our survey department will locate the wetlands flags placed by ERI and also perform a topographic survey of the shoreline including obtaining soundings along the 1,500 of riverbank. As part of survey services we will also survey the earth causeway between Goat Island and the end of Fisher Avenue for future use in design and permitting of the causeway removal. The above described information will be provided to PDE in AutoCAD and GIS format as requested.

Lump Sum Fee \$8,200.00

B. PROJECT MEETINGS AND COORDINATION

Representatives from our office as well as ERI will attend and participate in project coordination meetings as requested by the City and PDE during the course of PDE's 10 month feasibility study. Since the number of meetings and amount of time associated

Mr. Rob Pierce
Proposal - Living Shoreline Feasibility Study
Wetlands Delineation and Survey Support Services
February 15, 2016
Page 2

with these meetings cannot be quantified, we propose to perform these services on a unit price basis in accordance with our attached schedule of rates. For budgetary purposes we recommend the City set aside the following amount for our participation in the project meetings.

Estimated Fee: \$5,000.00

Billing for our services will be submitted monthly based upon the percentage of work completed the previous month for Item A. Item B services and any additional services beyond the above scope as authorized by you will be invoiced on a unit price basis in accordance with our attached Schedule of Rates No. 46. Payment terms are in accordance with our attached schedule.

Should you find this proposal acceptable, please execute below and return one copy for our files. Receipt of a signed copy will be considered as our authorization to proceed.

On behalf of Davis, Bowen & Friedel, Inc., we appreciate the opportunity to offer our services and look forward to work with you on this project. Should you have any questions or need additional information, please call.

Sincerely,
DAVIS, BOWEN & FRIEDEL, INC.



Randy B. Duplechain, P.E.
Principal

Accepted By: _____ Date: _____

Printed Name: _____

DAVIS, BOWEN & FRIEDEL, INC. ("DBF")
SCHEDULE OF RATES AND GENERAL CONDITIONS
 SCHEDULE NO. 46
 Effective June 1, 2015

<u>CLASSIFICATION</u>	<u>HOURLY RATE</u>
Principal	\$170.00
Senior Architect	\$150.00
Architect	\$120.00
Senior Landscape Architect	\$150.00
Landscape Architect	\$120.00
Senior Engineer	\$150.00
Engineer	\$120.00
Construction Administrator	\$120.00
Senior Traffic Engineer	\$150.00
Traffic Engineer	\$120.00
Geologist	\$120.00
GIS Specialist	\$110.00
Senior Surveyor	\$150.00
Associate Surveyor	\$120.00
Surveyor	\$115.00
Senior Designer	\$115.00
Computer Graphics Designer	\$100.00
Designer	\$105.00
CADD I	\$95.00
CADD II	\$85.00
Computer Administrator	\$100.00
2 Man Field Crew	\$140.00
3 Man Field Crew	\$175.00
GPS Unit (1 man)	\$110.00
GPS Unit (2 man Crew)	\$150.00
GPS Unit (3 man Crew)	\$200.00
Resident Project Representative	\$80.00
Water/Wastewater Operator	\$120.00
Clerical	\$60.00
Travel	\$0.50
Direct Expense	Cost + 10%
Prints (In-house Reproduction)	\$2.50/sheet

GENERAL CONDITIONS

INVOICES & PAYMENT

Invoices are sent monthly or sooner if project is complete. Payment Terms: Net 30 days of invoice date. Any invoice not paid within 30 days shall bear interest at 1.0% per month (12% annually). If required to engage legal counsel to collect an overdue invoice, DBF shall be entitled to recover also its costs of collection, including counsel fees and expenses. DBF reserves the right to adjust its schedule of rates annually. Any such adjustments will be effective within 30 days after written notification to the client.

TERMINATION OF CONTRACT

Client may terminate this agreement upon seven days' prior written notice to DBF for convenience or cause. DBF may terminate this Agreement for cause upon seven days' prior written notice to client. Failure of client to pay invoices when due shall be cause for immediate suspension and ultimate termination of services, at DBF's sole discretion. This agreement may be terminated by either party for any reason with 30 days advance notice.

LIMITATION OF LIABILITY

Client agrees to limit DBF's liability related to any errors or omissions to a sum that shall not exceed the total professional fee for the project.

INDEMNIFICATION

Client and DBF each agree to indemnify and hold the other harmless, and their respective officers, employees, agents and representatives, from and against liability for all claims, losses, damages and expenses, including reasonable attorney's fees caused by the other's negligence. To the extent such claims, losses, damages or expenses are caused by the joint or concurrent negligence of client and DBF, the same shall be borne by each party in proportion to its negligence. This shall in no way affect the limitation of DBF's liability expressed in the preceding paragraph.

FORCE MAJEURE

Neither party shall be deemed in default of this Agreement to the extent that any delay or failure in the performance of its obligations results from any cause beyond its reasonable control and without its negligence.

CONSTRUCTION PHASE SERVICES

If this Agreement provides for any construction phase services by DBF, it is understood that the contractor, not DBF, is solely responsible for the construction of the project, and that DBF shall not be responsible for the acts or omissions of any contractor, subcontractor or material supplier; for safety precautions, programs or enforcement; or for construction means, methods, techniques, sequences and procedures employed by the contractor, its subcontractors or suppliers.

OWNERSHIP OF DOCUMENTS

All documents prepared or furnished by DBF pursuant to this Agreement, including electronic media, are instruments of DBF's professional service, and DBF shall retain an ownership and property interest therein. DBF grants client, during the period of DBF's service, a license to use such documents for the purpose of constructing, occupying and maintaining the project. Reuse or modification of any such documents by client or client's agents, without DBF's written permission, shall be at client's sole risk; and client agrees to indemnify and hold DBF harmless from all claims, damages and expenses, including attorneys' fees, arising out of such reuse by client or by others acting through or with the consent of client.

USE OF ELECTRONIC MEDIA

Copies of documents that may be relied upon by client are limited to the printed copies (also known as hard copies) that are signed or sealed by DBF. Files in electronic media format or text, data, graphic or other types that are furnished by DBF to client are only for convenience of client. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. When transferring documents in electronic media format, DBF makes no representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, computer hardware or of a protocol differing from those in use by DBF during the period of this agreement.

SUCCESSORS & ASSIGNS

The client and DBF bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither party shall assign, sublet or transfer any interest in this Agreement without the written consent of the other.

MISCELLANEOUS PROVISIONS

Unless otherwise specified, this Agreement shall be governed by laws of the State in which the work is performed, and the courts of such State shall have exclusive jurisdiction over any disputes hereunder. Terms in this Agreement shall have the same meaning as those in AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement. If this schedule is incorporated or referenced in an agreement with client, the terms of this schedule shall prevail in the event of any conflict with the terms of such agreement.

REIMBURSABLE EXPENSES

Other expenses known as direct expenses incurred in the interest of the project (including travel, toll communications, postage, delivery, photographs, subcontract engineering, testing or other consultants, renderings, models, etc.) will be billed monthly at DBF's actual cost plus ten percent.



PLANNING & ZONING DEPARTMENT
P 302.424.3712 F: 302.424.3558

201 SOUTH WALNUT STREET
MILFORD, DE 19963

www.cityofmilford.com

TO: Mayor and City Council

FROM: Eric Norenberg, City Manager

VIA: Rob Pierce, Coordinator of Planning & Economic Development Activities

DATE: March 28, 2016

RE: **Water and Wastewater Asset Management Incentive Program**
Authorization of Enterprise GIS Software Purchase
Authorization of Davis, Bowen & Friedel, Inc. Proposal

On May 15, 2015, the City of Milford submitted a non-matching grant application to the State of Delaware, Department of Natural Resources and Environmental Control (DNREC), Financial Assistance Branch (FAB) for the Wastewater Asset Incentive Program in the amount of \$70,000. The City also submitted a non-matching grant application to the State of Delaware, Department of Health and Social Services (DHSS), Division of Public Health for the Drinking Water Asset Management Incentive Program in the amount of \$90,000. These applications were reviewed by the Delaware Water Infrastructure Advisory Council (WIAC) on June 17, 2015 and approved for a total funding amount of \$160,000. On August 10, 2015, City Council accepted the grant offers from DNREC and DHSS and authorized the Mayor to sign all applicable program documents.

The Asset Management Incentive Program is based on an EPA Framework and was broken down into five tasks in the application. First, the City must develop a GIS database and Master Utility plan housing pertinent information on pumps, pipes, valves, manholes, house connections, etc. This information will be surveyed using GPS technology to ensure spatial accuracy. The City will develop a browser based application to deploy for city-wide use, available on desktop machines or field devices.

In order to accomplish the first task, the City must purchase enterprise GIS software and server hardware to host and serve the datasets created. Environmental Systems Research Institute, Inc. (ESRI) is the industry leader in GIS software and is utilized by Federal, State and local agencies in Delaware and across the Country. ESRI has provided the attached quote in the amount of \$75,734.38 for the necessary software, hardware, services and training needed to implement an enterprise GIS system for the City's utilities. The City budgeted \$100,000 in the grant application for hardware and software related items.

Task 2 of the EPA five step framework involves developing level of service standards for each utility. This will be developed by City staff. Tasks #3, #4 and #5 involve analyzing critical assets, performing minimum life cycle cost analysis on these critical assets and producing a long-term funding plan for improvements to these facilities. In order to accomplish these tasks, the City has requested assistance from Davis, Bowen & Friedel, Inc. (DBF) to perform the required analysis and develop a long-term funding plan. DBF provided a proposal in

www.cityofmilford.com

the amount of \$20,000 for assistance with the Wastewater portion and a proposal in the amount of \$30,000 for the Water portion of the project.

Based on the above information, staff recommends the following motions;

“Move to authorize the payment in the amount of \$75,734.38 to Environmental Systems Research Institute, Inc. (ESRI) for the purchase of enterprise GIS software, hardware, start-up services and training with funding from the Water and Wastewater Asset Management Incentive Program non-matching grants.”

AND

“Move to authorize the contracts with Davis, Bowen & Friedel, Inc. in the amount of \$50,000 for Professional Engineering Services for assistance with Task #3, #4, and #5 from the Water and Wastewater Asset Management Incentive Program application with funding from the State non-matching grants.”



ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC.
35 Village Road Suite 501
Middleton, MA 01949
Phone: (978) 777-4543 Fax: (978) 777-8476
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

***To expedite your order, please attach a copy of
this quotation to your purchase order.***
Quote is valid from: 02/02/2016 To: 05/02/2016

Quotation # 20482289

Date: February 2, 2016

Customer # 512818 Contract #

City of Milford
Planning & Zoning Dept
180 Vickers Dr
Milford, DE 19963-5393

ATTENTION: Rob Pierce
PHONE: (302) 424-3712
FAX: (302) 422-1119

Material	Qty	Description	Unit Price	Total
52382	1	ArcGIS for Desktop Advanced Concurrent Use License	9,900.00	9,900.00
104849	1	A Dell PowerEdge R630 Rack-Dense Server with One (1) Quad Core Intel Xeon E5-2637 V3 3.50 GHz Processor, 15 MB Cache, 16 GB RAM (2 x 8 GB Dual Ranked RDIMMs), 2 x 300 GB 15000 rpm Serial Attached SCSI (SAS) 6 Gbps 2.5-inch Hot-Plug Disk Drives with RAID 1, PERC H730P RAID Controller 2 GB NV Cache, DVD+/-RW ROM Drive, Broadcom 5720 QP 1 Gb Network Daughter Card, iDRAC8 Enterprise with Vflash, 2 x 750 W Power Supplies, Windows Server 2012R2 Standard Edition, On-Site Installation of Operating and Three-Year Four-Hour On-Site Response 24 Hours a Day, Seven Days a Week. ArcGIS for Server Enterprise Standard for One Server with Four Cores (Includes First Year of Software Maintenance). For more details and options see www.esri.com/partners/hardware/dell_standard.pdf	26,000.00	26,000.00
104873	1	Dell PowerEdge R730 Rack-Dense Server with One (1) Quad Core Intel Xeon E5-2637 v3 3.50 GHz Processor, 15 MB Cache, 16 GB RAM (2 x 8 GB Dual Ranked RDIMMs), 6 x 1.2 TB 10000 rpm Serial Attached SCSI (SAS) 6 Gbps 2.5-inch Hot-Plug Disk Drives with RAID 6, PERC H730P RAID Controller 2 GB NV Cache, DVD+/-RW ROM Drive, Broadcom 5720 QP 1 Gb Network Daughter Card, iDRAC8 Enterprise with Vflash, 2 x 750 W Power Supplies, Windows Server 2012R2 Standard Edition and Three-Year Four-Hour On-Site Response 24 Hours a Day, Seven Days a Week. Microsoft SQL Server 2014 Standard for Four Core.	22,000.00	22,000.00

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact: Joshua Williams

Email: jwilliams@esri.com

Phone: (978) 777-4543 x8425

The items on this quotation are subject to the terms set forth herein and the terms of your signed agreement with Esri, if any, or, where applicable, Esri's standard terms and conditions at www.esri.com/legal, which are incorporated by reference. Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Acceptance is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's products and services.

If sending remittance, please address to: Esri, File No. 54630, Los Angeles, Ca 90074-4630



ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC.
35 Village Road Suite 501
Middleton, MA 01949
Phone: (978) 777-4543 Fax: (978) 777-8476
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

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Quote is valid from: 02/02/2016 To: 05/02/2016*

Quotation # 20482289

Date: February 2, 2016

Customer # 512818 Contract #

City of Milford
Planning & Zoning Dept
180 Vickers Dr
Milford, DE 19963-5393

ATTENTION: Rob Pierce
PHONE: (302) 424-3712
FAX: (302) 422-1119

Material	Qty	Description	Unit Price	Total
144573	1	The ArcGIS for Server Jumpstart - Basic services package provides up to 3 days of on-site installation and configuration support for ArcGIS for Server software on up to 2 customer provided physical or virtual servers by 1 Esri Consultant. If installation and configuration are completed prior to the completion of the 3 day engagement, any additional remaining on-site time can focus on standard ArcGIS for Server technology topics such as: Setup and Configuration, Creating and Working with Services, Administration and Diagnostics, Data Sources, Versioning and Replication, Caching Benefits and Workflows, Performance and Scalability Considerations, Enterprise GIS Resource Overview Customers will be provided a jumpstart prerequisite and checklist document prior to the on-site visit. The price includes airfare, hotel, car rental, per diem, and other direct costs. On-site support will be provided at a mutually agreed upon customer location during one trip within the United States on consecutive business days during a single work week. By purchasing this service, the customer agrees to Services Packages Terms and Conditions (G-363-D Addendum) which shall take precedence over any other terms and the customer's purchase order. If not attached, these Terms and Conditions can be viewed on the web at http://www.Esri.com/legal/service-agreements.html . This services package requires the customer to prepare for Esri's visit. The preparation requirements are outlined at http://www.Esri.com/legal/service-agreements.html and all services will be provided in accordance with the requirements and assumptions provided therein. Scheduling will be based on resource availability. Topics outside the scope of the ArcGIS for Server Jumpstart include but are not limited to: Migration of Databases and Applications, Advanced Security, Full High Availability (Active-Active) and Failover (Active-Passive) for Portal for ArcGIS, Production Level Replication, Application Development	9,800.00	9,800.00
126959	15	Esri Training Pass per Day Up to 49 Days per Year One Year Term	535.00	8,025.00
			Item Total:	75,725.00
			Subtotal:	75,725.00
			Sales Tax:	0.00
			Estimated Shipping & Handling(Surface Delivery) :	9.38
			Contract Pricing Adjust:	0.00
			Total:	\$75,734.38

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact: Joshua Williams

Email: jwilliams@esri.com

Phone: (978) 777-4543 x8425

The items on this quotation are subject to the terms set forth herein and the terms of your signed agreement with Esri, if any, or, where applicable, Esri's standard terms and conditions at www.esri.com/legal, which are incorporated by reference. Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Acceptance is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's products and services.

If sending remittance, please address to: Esri, File No. 54630, Los Angeles, Ca 90074-4630



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Quotation # 20482289

Date: February 2, 2016

Customer # 512818 Contract #

City of Milford

Planning & Zoning Dept

180 Vickers Dr

Milford, DE 19963-5393

ATTENTION: Rob Pierce

PHONE: (302) 424-3712

FAX: (302) 422-1119

Hardware delivery is manufacturer dependent, but usually takes 2 to 3 weeks to deliver upon accepted order.

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact: Joshua Williams

Email: jwilliams@esri.com

Phone: (978) 777-4543 x8425

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SCOPE OF USE
(E300 12/08/2015)**

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6. "Named User" means Licensee's employee, agent, consultant or contractor to whom Licensee has assigned a unique, secure named user login credential that enables access to a Product that requires such credential in order to use credential-managed capabilities within a Product for Licensee's exclusive benefit. For educational use, Named Users may include registered students.
7. "Single Use License" means a license that allows Licensee to permit a single authorized end user to install and use the Product on a single computer for use by that end user on the computer on which the Product is installed. Licensee may permit the single authorized end user to install a second copy for end user's exclusive use on a second computer as long as only one (1) copy of Product is in use at any time. No other end user may use Product under the same license at the same time for any other purpose.
8. "Staging Server License" means a license that authorizes Licensee to install and use the Software for the following purposes: building and testing Value-Added Applications and map caches; conducting user acceptance testing, performance testing, and load testing of other third-party software; staging new commercial data updates; and training activities as described in the Documentation. Value-Added Applications and map caches can be used with Development and Deployment Servers.
9. "Term License" means a license or access provided for use of a Product for a limited time period ("Term") or on a subscription or transaction basis.
10. "Perpetual License" means a license to use a version of the Product, for which applicable license fees have been paid, indefinitely, unless terminated by Esri or Licensee as authorized under this Agreement.

SECTION 2—TERMS OF USE FOR SPECIFIC SOFTWARE

The following table is a list of Esri Products that have specific terms of use in addition to the general terms of use as set forth in the General License Terms and Conditions of the License Agreement. Additional terms of use are listed immediately below this table and are referenced by number(s), shown in parentheses, immediately following each Product name in the following table (in some cases, the additional terms of use referenced may be found in a separate Addendum, as noted):

Desktop Products ▪ ArcGIS for Desktop (Advanced, Standard, or Basic) (26; Addendum 2, Note 1; Addendum 2, Note 6) ▪ ArcGIS Earth (65; Addendum 2, Note 1) ▪ ArcGIS Explorer Desktop (20; Addendum 2, Note 1) ▪ ArcGIS for AutoCAD (20) ▪ ArcPad (12; 13; Addendum 2, Note 1; Addendum 2, Note 2) ▪ ArcReader (20; Addendum 2, Note 1) ▪ Esri Business Analyst (Addendum 2, Note 1; Addendum 2, Note 4) ▪ ArcGIS for Windows Mobile (15; 54; Addendum 2, Note 1) ▪ ArcGIS for iOS; ArcGIS for Windows Phone; ArcGIS for Android (Addendum 2, Note 1) Server Products ▪ ArcGIS for Server – Workgroup (28; 29; 30; 32; 38; 39; Addendum 2, Note 1; Addendum 2, Note 6) – Enterprise (31; 38; 39; Addendum 2, Note 1; Addendum 2, Note 6) – with Virtual Cloud Infrastructure (10; Addendum 3—Common Terms) ▪ ArcGIS for Server Extension – ArcGIS for INSPIRE (Addendum 2, Note 1) – ArcGIS for Maritime: Server (2) ▪ Esri Business Analyst for Server – Workgroup (28; 29; 30; 31; 39; Addendum 2, Note 1; Addendum 2, Note 4) – Enterprise (31; 39; Addendum 2, Note 1; Addendum 2, Note 4) ▪ Portal for ArcGIS (31; Addendum 2, Note 1) ▪ Esri Tracking Server (31)	Developer Tools ▪ AppStudio for ArcGIS Standard (11, 16, 19) ▪ ArcGIS Runtime SDK for Android, iOS, Java, Mac OS X, Microsoft .NET Framework (Windows [desktop], Windows Phone, Windows Store), Qt, or WPF (16; 19; Addendum 2, Note 1) ▪ ArcGIS Runtime Standard Level for Android, iOS, Java, Mac OS X, Microsoft .NET Framework (Windows [desktop], Windows Phone, Windows Store), Qt, or WPF (15; 18; Addendum 2, Note 1) ▪ ArcGIS Engine Developer Kit and Extensions (16, 19; 22, 26) ▪ ArcGIS Engine for Windows/Linux and Extensions (15; 22; 26; Addendum 2, Note 1; Addendum 2, Note 6) ▪ ArcGIS Web Mapping (including ArcGIS API for JavaScript/HTML5, ArcGIS API for Flex, ArcGIS API for Microsoft Silverlight) (15; 16; 64; 66; Addendum 2, Note 1) ▪ Esri Business Analyst Server Developer (Addendum 2, Note 1; Addendum 2, Note 4) ▪ Esri Developer Network (EDN) Software and Data (24; 26; Addendum 2, Note 6) ▪ Esri File Geodatabase API (47) Bundled Products ▪ ArcGIS for Transportation Analytics (1; Addendum 2, Note 1; Addendum 2, Note 2; Addendum 2, Note 11) Other ▪ Navigator for ArcGIS (14)
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Notes:

- If you do not license any of the Products in the table above, these additional terms of use do not apply to you.
- Additional terms of use for Products ONLY APPLY to the Products that reference them by number in the table above.
- Unless otherwise noted in the applicable Ordering Document, extensions to Software follow the same scope of use as that granted for the corresponding Software.

Additional Terms of Use for Products listed above:

1. Licensee may use the Software, Data, and Online Services included in ArcGIS for Transportation Analytics solely for direct support of fleet operations. No other use of ArcGIS for Transportation Analytics or the individual components that are part of ArcGIS for Transportation Analytics is permitted. This restriction does not apply to the ArcGIS Online for Organizations account included with ArcGIS for Transportation Analytics. The ArcGIS Online for Organizations account can be used for any purpose subject to the terms of this License Agreement.

2. Not for use in navigation.
- 3–9. Reserved.
10. Licensee will provide information or other materials related to its content (including copies of any client-side applications) as reasonably requested to verify Licensee's compliance with this License Agreement. Esri may monitor the external interfaces (e.g., ports) of Licensee's content to verify Licensee's compliance with this License Agreement. Licensee will not block or interfere with such monitoring, but Licensee may use encryption technology or firewalls to help keep its content confidential. Licensee will reasonably cooperate with Esri to identify the source of any problem with the ArcGIS for Server with Virtual Cloud Infrastructure services that may reasonably be attributed to Licensee's content or any end-user materials that Licensee controls.
11. Applications built with AppStudio for ArcGIS Standard are subject to the terms of use for ArcGIS Runtime Standard Level.
12. May be used for navigational purposes only when used in conjunction with ArcLogistics.
13. "Dual Use License" means the Software may be installed on a desktop computer and used simultaneously with either a personal digital assistant (PDA) or handheld mobile computer as long as the Software is only used by a single individual at any one (1) time.
14. May be used for navigational purposes.
15. Licensed as a Deployment License, subject to Article 3, Section 3.1 of the General License Terms and Conditions.
16. Licensee may use the SDKs or APIs to create Value-Added Applications and distribute and license those Value-Added Applications to its end users to use the Value-Added Applications anywhere not prohibited under export regulation subject to Article 3, Section 3.1 of the General License Terms and Conditions.
17. Reserved.
18. The Deployment License is per Value-Added Application per computer.
19. License may not be used to develop Internet or server-based Value-Added Applications.
20. Licensee may reproduce and distribute the Software provided all the following occur:
 - a. The Software is reproduced and distributed in its entirety;
 - b. A license agreement accompanies each copy of the Software that protects the Software to the same extent as this License Agreement, and the recipient agrees to be bound by the terms and conditions of the license agreement;
 - c. All copyright and trademark attributions/notices are reproduced; and
 - d. There is no charge or fee attributable to the use of the Software.
21. Reserved.
22.
 - a. An end user must license either ArcGIS Engine for Windows/Linux Software or other ArcGIS for Desktop Software (Basic, Standard, or Advanced) to obtain the right to run an ArcGIS Engine application on one (1) computer; and
 - b. The ArcGIS Engine for Windows/Linux extensions shall not be used in combination with ArcGIS for Desktop Software to run ArcGIS Engine Value-Added Applications. A single user can have multiple ArcGIS Engine Value-Added Applications installed on one (1) computer for use only by that end user.
23. Reserved.
24. EDN Software may be used only for the purposes of development, testing, and demonstration of a prototype Value-Added Application and creating map caches. Value-Added Applications and map caches can be used with Staging and Deployment Servers. EDN server Software and Data may be installed on multiple computers for use by any Licensee EDN developer; all other EDN Software is licensed as a Single Use License.
25. Reserved.
26. An ArcSDE Personal Edition geodatabase is restricted to ten (10) gigabytes of Licensee's data.
27. Reserved.
28. Use is limited to ten (10) concurrent end users of applications other than ArcGIS for Server applications. This restriction includes use of ArcGIS for Desktop Software, ArcGIS Engine Software, and third-party applications that connect directly to any ArcGIS for Server geodatabase. There are no limitations on the number of connections from web applications.
29. Software can only be used with a supported version of SQL Server Express. Supported versions are listed with the system requirements for the product on the Esri website.
30. Use is restricted to a maximum of ten (10) gigabytes of Licensee's data.
31. Licensee may have redundant Esri Server Software installation(s) for failover operations, but the redundant Software can only be operational during the period the primary site is nonoperational. The redundant Software installation(s)

shall remain dormant, except for system maintenance and updating of databases, while the primary site or any other redundant site is operational.

32. Redundant Software installation for failover operations is not permitted.

33–37. Reserved.

38. The ArcGIS 3D Analyst for Server extension included with ArcGIS for Server Standard (Workgroup or Enterprise) may be used only for generating globe data cache(s) or publishing a globe document as an ArcGIS Globe Service. No other use of the ArcGIS 3D Analyst for Server extension Software is permitted with ArcGIS for Server Standard.

39. Any editing functionality included with ArcGIS for Server is not permitted for use with ArcGIS for Server Basic (Workgroup or Enterprise).

40–46. Reserved.

47. Licensee may develop and distribute Value-Added Applications that use Esri File Geodatabase API to Licensee's end users.

48–53. Reserved.

54. ArcGIS for Windows Mobile Deployments are licensed for use with ArcGIS for Server Enterprise (Advanced or Standard), ArcGIS for Server Workgroup (Advanced), ArcGIS for Desktop (Advanced, Standard, Basic), and ArcGIS Engine Value-Added Applications.

55–63. Reserved.

64. Value-Added Application(s) for web deployment must be used in conjunction with other Esri Product(s). Third-party technologies may also be used in conjunction with Value-Added Application(s) as long as the Value-Added Application(s) is always used in conjunction with other Esri Product(s).

65. Can only be used in conjunction with other Esri Product(s). Third-party technologies may also be used in conjunction with ArcGIS Earth as long as ArcGIS Earth is always used in conjunction with other Esri Product(s).

66. For desktop applications, each license is per organization. For the purposes of this license, *organization* is equivalent to a principal registered unique domain identifier. *Domain* is the Internet domain name registered with a domain name registrar. For instance, in example.com, example.com is the registered unique domain identifier. Similarly, in example.com.xx, where xx is a registered country code, example.com.xx is the registered unique domain identifier. Desktop applications can be used by any employee of the organization with the principal registered unique domain identifier. There is no limit to the number of applications that can be built and deployed within an organization.

ADDENDUM 2
DATA TERMS OF USE
(E300-2)

This Data Terms of Use Addendum ("Addendum 2") sets forth the terms of Licensee's use of Data and includes Licensee's existing master license agreement, if any, or the License Agreement found at <http://www.esri.com/legal/software-license> (as applicable, the "License Agreement"), which is incorporated by reference. This Addendum 2 takes precedence over conflicting General License Terms and Conditions of the License Agreement. Esri reserves the right to modify the Data terms of use referenced below at any time. For Data licensed through a subscription, Licensee may cancel the subscription upon written notice to Esri or discontinue use of the Data, as applicable. If Licensee continues to use the Data, Licensee will be deemed to have accepted the modification. Data terms of use are set forth in the notes referenced below:

SECTION 1—GENERAL RESTRICTIONS ON USE OF DATA

In addition to the restrictions set forth in Article 4.2 of the License Agreement, the following restrictions apply to use of Data by Licensee and Licensee's end users (collectively, "Users"). Any use of Data that is not expressly authorized in Section 2 or elsewhere in the License Agreement is strictly prohibited. Without limiting the generality of the foregoing, Licensee shall ensure Users are prohibited from (i) cobranding Data, (ii) using the Data in any unauthorized service or product, or (iii) offering Data through or on behalf of any third party.

SECTION 2—SPECIFIC TERMS OF USE FOR DATA

The following table is a list of Esri Products that have specific terms of use in addition to the general terms of use as set forth in the General License Terms and Conditions of the License Agreement. Additional terms of use are listed immediately below this table and are referenced by number(s), shown in parenthesis, immediately following each Product name in the following table:

▪ ArcGIS Online Data (1) ▪ StreetMap Premium for ArcGIS (2) ▪ StreetMap for Windows Mobile (2) ▪ StreetMap for ArcPad (2) ▪ StreetMap Premium for ArcGIS for Transportation Analytics (2; Addendum 1, Note 1) ▪ HERE Traffic Data (11; Addendum 1, Note 1) ▪ Data Appliance for ArcGIS (3)	▪ Business Analyst Data (4, 10) ▪ Demographic, Consumer, and Business Data ("Esri Data") (5, 10) ▪ Data and Maps for ArcGIS (6) ▪ Esri MapStudio Data (9) ▪ World Geocoder for ArcGIS Basic (7)
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Notes:

- If you do not license any of the Products in the table above, these additional terms of use do not apply to you.
- Additional terms of use for Products ONLY APPLY to the Products that reference them, by number, in the table above.

Additional Terms of Use for Products listed above:

1. *ArcGIS Online Data:* Software and Online Services that reference this note enable access to ArcGIS Online Data. ArcGIS Online Data is provided for use solely in conjunction with Licensee's authorized use of Esri Software and Online Services. Use of ArcGIS Online Data that is accessible through non-fee-based ArcGIS Online accounts may be subject to usage limits.

ArcGIS Online Basemap Data:

- a. ArcGIS Online basemap data can be taken offline through Esri Content Packages and subsequently delivered (transferred) to any device for use exclusively with licensed Esri Client Software.
- b. ArcGIS Online basemap data is subject to an aggregate limit of fifty million (50,000,000) transactions during any twelve (12)-month period. Transactions include both basemap and geospatial Transactions. "Transaction" is defined in the Documentation at ArcGIS Resources at <http://links.esri.com/agol/transactiondef>.

Licensee may use Data accessed through ArcGIS Online as permitted under the terms of the URLs referenced below:

- a. HERE data is subject to the terms of use at <http://www.esri.com/supplierterms-HERE>.
 - b. Tele Atlas/TomTom data is subject to the terms of use at http://www.esri.com/~media/Files/Pdfs/legal/pdfs/j9792-teleatlas_use_data.pdf.
 - c. BODC bathymetry data is subject to the terms of use found at <http://www.esri.com/terms-of-use-bodc>.
 - d. MB-Research GmbH (MBR) Data: Users are prohibited from (i) using MBR Data, including, without limitation, European demographic data, consumer demand data, and postal and geographic boundaries, for the purpose of compiling, enhancing, verifying, supplementing, adding to, or deleting from any database or other compilation of information that is sold, rented, published, furnished, or in any manner provided to a third party or (ii) modifying or otherwise altering MBR Data without MBR's prior written consent, such consent to be granted or withheld at MBR's sole discretion.
2. *StreetMap Premium for ArcGIS: StreetMap for ArcGIS for Windows Mobile; StreetMap for ArcPad; StreetMap Premium for ArcGIS for Transportation Analytics*: These Products, collectively referred to as "StreetMap Data," may be used for mapping, geocoding, and point-to-point routing purposes but are not licensed for dynamic, real-time routing guidance. For instance, StreetMap Data may not be used to alert a user about upcoming maneuvers (such as warning of an upcoming turn) or to calculate an alternate route if a turn is missed. StreetMap Data may not be used to perform synchronized multivehicle routing or route optimization. StreetMap Data acquired for use with ArcGIS for Desktop, ArcGIS for Server, ArcPad, or ArcGIS for Transportation Analytics may only be used with the Product for which the StreetMap Data was acquired, and may not be used with any other Product. StreetMap for Windows Mobile Data is licensed for use solely on mobile devices or in conjunction with ArcGIS for Mobile applications. StreetMap Data may include data from either of the following sources:
 - a. HERE data is subject to the terms of use at <http://www.esri.com/supplierterms-HERE>. HERE data, when licensed for use in StreetMap Premium for ArcGIS for Transportation Analytics, permits tracking, synchronized multivehicle routing, and route optimization.
 - b. Tele Atlas/TomTom data is subject to the terms of use at http://www.esri.com/~media/Files/Pdfs/legal/pdfs/j9792-teleatlas_use_data.pdf.
3. *Data Appliance for ArcGIS*: Data provided with Data Appliance is subject to the following additional terms of use:
 - a. HERE data is subject to the terms of use at <http://www.esri.com/supplierterms-HERE>.
 - b. Tele Atlas/TomTom data is subject to the terms of use at http://www.esri.com/~media/Files/Pdfs/legal/pdfs/j9792-teleatlas_use_data.pdf.
 - c. Data from i-cubed is subject to the terms of use at <http://www.esri.com/~media/Files/Pdfs/legal/pdfs/j9946-icubed.pdf>.
 - d. BODC bathymetry data is subject to the terms of use found at <http://www.esri.com/terms-of-use-bodc>.
4. *Business Analyst Data*: Business Analyst Data is provided with Esri Business Analyst (Server, Desktop). The Data is subject to the following additional terms of use:
 - a. The Data is provided for Licensee's internal business use solely in connection with Licensee's authorized use of Software. Subject to Addendum 2, Note 10, Business Analyst Data, including derivative products (e.g., geocodes), are restricted for use only in conjunction with the respective Business Analyst extension. If Licensee orders a license for Esri Business Analyst or Business Analyst (Canadian Edition) with a subset of the national dataset (i.e., Region, State, Local), Licensee may use only the licensed subset, not any other portion of the national dataset.
 - b. Business Analyst Data provided with Business Analyst for Server may not be cached or downloaded by client applications and devices.
 - c. Infogroup data is subject to the following terms of use: "Users" means end users of Esri Software. Any use of the Infogroup database not expressly authorized in this License Agreement is strictly prohibited. Without limiting the generality of the foregoing, Users are expressly prohibited from (i) sublicensing or reselling the Infogroup database; (ii) using or allowing third parties to use the Infogroup database for the purpose of compiling, enhancing, verifying, supplementing, adding to, or deleting from any mailing list, geographic or trade directories, business directories, classified directories, classified advertising, or other compilation of

information that is sold, rented, published, furnished, or in any manner provided to a third party; (iii) using the Infogroup database in any service or product not specifically authorized in this License Agreement or offering it through any third party; (iv) disassembling, decompiling, reverse engineering, modifying, or otherwise altering the Infogroup database or any part thereof without Infogroup's prior written consent, such consent to be granted or withheld at Infogroup's sole discretion; or (v) using the Infogroup database for any direct marketing purposes.

- d. HERE data is subject to the terms of use at <http://www.esri.com/supplierterms-HERE>.
 - e. Tele Atlas/TomTom data is subject to the terms of use at http://www.esri.com/~media/Files/Pdfs/legal/pdfs/j9792-teleatlas_use_data.pdf.
 - f. MBR Data: Users are prohibited from (i) using MBR Data, including, without limitation, European demographic data, consumer demand data, and postal and geographic boundaries, for the purpose of compiling, enhancing, verifying, supplementing, adding to, or deleting from any database or other compilation of information that is sold, rented, published, furnished, or in any manner provided to a third party or (ii) modifying, or otherwise altering MBR Data without MBR's prior written consent, such consent to be granted or withheld at MBR's sole discretion.
 - g. D&B Data: May not be used for direct mailing or direct marketing purposes.
5. *Demographic, Consumer, and Business Data ("Esri Data")*: This Data category includes the Updated Demographic Database, Census Data, American Community Survey (ACS) Data, Consumer Spending, Business, Retail MarketPlace, Tapestry Segmentation, Market Potential, Crime Index, Major Shopping Center, Traffic Count, and Banking datasets. Esri Data may be used independently of Software or Online Services. Each dataset is available under one or more of the following license types:
- **Single Use**: Permits access by a single user to access the data for development or internal use on a desktop computer or server. No Internet access is permitted.
 - **Internal Site/Server—Known User**: Permits access by named (known) users for Licensee's internal use. Web access by those Named Users is permitted.
 - **Public website (noncommercial)—Constituent-Served Model**: Permits a municipal government Licensee to use the Data in an externally facing Value-Added Application serving a defined population, provided Licensee does not generate revenue from such use.
 - **Public website (commercial) Known User**: Permits Licensee to use the Data in an externally facing Value-Added Application for use by Named Users and to generate revenue from such Value-Added Application.
 - **Public website (commercial) Anonymous User**: Permits Licensee to use the Data in an externally facing Value-Added Application for general use and to generate revenue from such Value-Added Application.
6. *Data and Maps for ArcGIS*: The Data is available to licensed users of ArcGIS for Desktop, ArcGIS for Server, and ArcGIS Online. Data and Maps for ArcGIS is provided for use solely in conjunction with authorized use of ArcGIS for Desktop, ArcGIS for Server, and ArcGIS Online.
- a. Licensee may redistribute the Data as described in the Redistribution Rights Matrix available at <http://www.esri.com/legal/redistribution-rights>, in the Help system, or in supporting metadata files, subject to the specific attribution descriptions and requirements for the dataset accessed.
 - b. StreetMap Data may be used for mapping, geocoding, and routing purposes but is not licensed for dynamic routing purposes. For instance, StreetMap USA may not be used to alert a user about upcoming maneuvers (such as warning of an upcoming turn) or to calculate an alternate route if a turn is missed.
7. Limited to 250,000,000 geocodes during the term of the subscription.
8. Reserved.
9. *MapStudio Data*: Use of this Data is subject to the following terms and conditions:
- a. HERE data is subject to the terms of use at <http://www.esri.com/supplierterms-HERE>.
 - b. Tele Atlas/TomTom data is subject to the terms of use at http://www.esri.com/~media/Files/Pdfs/legal/pdfs/j9792-teleatlas_use_data.pdf.
 - c. Data from i-cubed is subject to the terms of use at <http://www.esri.com/~media/Files/Pdfs/legal/pdfs/j9946-icubed.pdf>.
 - d. D&B Data: May not be used for direct mailing or direct marketing purposes.

10. Licensee may include Data in hard-copy or read-only format ("Outputs") in presentation packages, marketing studies, or other reports or documents prepared for third parties. Licensee shall not resell or otherwise externally distribute Outputs in stand-alone form.
11. *ArcGIS for Transportation Analytics—HERE traffic data option*: This online data service is available as an option for use exclusively with ArcGIS for Transportation Analytics. Use of this data is subject to the following terms and conditions:
 - a. HERE traffic data is subject to the terms of use at <http://www.esri.com/supplierterms-HERE>.
 - b. No automatic routing or rerouting based on traffic conditions is permitted without the Navigation add-on.
 - c. HERE traffic data may not be archived and may be delivered only for end users' personal, near-term use, not to exceed one (1) twenty-four (24)-hour period.
 - d. HERE traffic data may not be used to display or broadcast in any FM/AM/HD radio broadcast or television broadcast **or through any RDS delivery method**.
 - e. HERE traffic data may not be used with or incorporated into any traffic system that provides voice traffic reports to inbound callers.
 - f. HERE traffic data may not be used to develop or commercially make available a text-to-voice e-mail alert or message or voice mail application using any portion of HERE traffic data.

ADDENDUM 3
ONLINE SERVICES ADDENDUM
(E300-3)

This Online Services Addendum ("Addendum 3") sets forth the terms of Licensee's use of Online Services and includes the Licensee's existing master license agreement, if any, or the License Agreement found at <http://www.esri.com/legal/software-license> (as applicable, the "License Agreement"), which is incorporated by reference. This Addendum 3 takes precedence over conflicting General License Terms and Conditions of the License Agreement. Esri reserves the right to update the terms from time to time. [Section 1](#) of this Addendum 3 contains terms applicable to all Online Services; [Section 2](#) contains common terms applicable to specific Online Services.

SECTION 1—COMMON TERMS OF USE OF ONLINE SERVICES

ARTICLE 1—DEFINITIONS

In addition to the definitions provided in the License Agreement, the following definitions apply to this Addendum 3:

- a. "Anonymous Users" refers to anyone who has public access to any part of the Licensee's Content or Value-Added Applications, which Licensee has published through the use of the Sharing Tools, included with Licensee's licensed use of the Software or Online Services, as further described in Section 2 of this Addendum.
- b. "API" means application programming interface.
- c. "App Login Credential" means a system-generated application login and associated password, provided by registering a Value-Added Application with ArcGIS Online, which can be embedded in a Value-Added Application to enable the Value-Added Application to access and use Online Services.
- d. "ArcGIS Website" means <http://www.arcgis.com> and any related or successor websites.
- e. "Content" means data, images, photographs, animations, video, audio, text, maps, databases, data models, spreadsheets, user interfaces, software applications, and Developer Tools.
- f. "Developer Tools" means software development kits (SDKs), APIs, software libraries, code samples, and other resources.
- g. "Licensee's Content" means any Content that Licensee, a Licensee's Named User, or any other user submits to Esri in connection with Licensee's use of the Online Services, any results derived from the use of Licensee's Content with Online Services, and any Value-Added Applications Licensee builds with Developer Tools and deploys with Online Services. Licensee's Content excludes any feedback, suggestions, or requests for Product improvements that Licensee provides to Esri.
- h. "Named User" means Licensee's employee, agent, consultant or contractor to whom Licensee has assigned a unique, secure named user login credential that enables access to a Product that requires such credential in order to use credential-managed capabilities within a Product for Licensee's exclusive benefit. For educational use, Named Users may include registered students.
- i. "Online Content" means Content hosted or provided by Esri as part of Online Services, including any Map Services, Task Services, Image Services and excluding Content provided by third parties that Licensee accesses through Online Services.
- j. "Service Components" means each of the following: Online Services, Online Content, ArcGIS Website, Developer Tools, Documentation, or related materials.
- k. "Sharing Tools" means publishing capabilities included with Online Services and ArcGIS Website that allow Licensee to make Licensee's Content and Value-Added Applications available to third parties and/or Anonymous Users.
- l. "Value-Added Application" means an application developed by Licensee for use in conjunction with the authorized use of any Software, Data, or Online Services.
- m. "Web Services" as used under Licensee's existing signed license agreement, if any, means Online Services and any Content delivered by such Online Services.

ARTICLE 2—USE OF ONLINE SERVICES

2.1 License to Online Services. Esri grants Licensee a personal, nonexclusive, nontransferable, worldwide license to access and use Online Services as set forth in the applicable Ordering Documents (i) for which the applicable license fees have been

paid (if required), (ii) for Licensee's own internal use by Licensee and Licensee's Named Users or Anonymous Users (if applicable), and (iii) in accordance with this License Agreement and the licensed configuration on file as authorized by Esri.

2.2 Provision of Subscription Online Services. For subscription Online Services, Esri will

- a. Provide Online Services to Licensee in accordance with the Documentation;
- b. Provide customer support in accordance with Esri's standard customer support policies and any additional support Licensee may purchase; and
- c. Use commercially reasonable efforts to ensure that Online Services will not transmit to Licensee any Malicious Code, provided Esri is not responsible for Malicious Code that was introduced to Online Services through Licensee's account or through third-party Content.

2.3 Licensee's Responsibilities.

- a. Licensee shall be responsible for Named Users' compliance with this Agreement. Licensee and Licensee's Named Users or Anonymous Users (if applicable) are the only persons authorized to access Online Services through Licensee's accounts. Named Users' login credentials are for designated Named Users only and may not be shared among multiple individuals. Named Users' login credentials may be reassigned to new Named Users if the former users no longer require access to Online Services.
- b. Licensee and Licensee's Named Users are responsible for maintaining the confidentiality of Authorization Codes, Access Codes, Named Users' login credentials, or any other method that is provided that enables access to Online Services and for ensuring that unauthorized third parties do not access Licensee's account. Licensee will immediately notify Esri if Licensee becomes aware of any unauthorized use of Licensee's account or any other breach of security.
- c. Licensee is solely responsible for the development and operation of Licensee's Content and Value-Added Applications and the manner in which it chooses to allow or provide use, access, transfer, transmission, maintenance, or processing ability to or by others, including any use and access to Products, and any subsequent end user, end use, and destination restrictions issued by the US government and other governments.

2.4 Prohibited Uses of the Online Services. In addition to the prohibited uses or except as provided under the License Agreement, Licensee shall not (i) attempt to gain unauthorized access to the Online Services or assist others to do so; (ii) use Online Services for spamming, to transmit junk e-mail or offensive or defamatory material, or for stalking or making threats of physical harm; (iii) use Online Services to store or transmit software viruses, worms, time bombs, Trojan horses, or any other computer code, files, or programs designed to interrupt, destroy, or limit the functionality of any computer software, hardware, or telecommunications equipment ("Malicious Code"); (iv) mirror, reformat, or display Online Services in an attempt to mirror and/or make commercial use of Online Services except to the degree that Online Services directly enable such functionality; (v) share the client-side data cache derived from Online Content with other licensed end users or third parties; (vi) distribute the client-side data cache derived from Online Services to third parties; (vii) manually or systematically collect or scrape (screen or web scraping) Content from Online Services; (viii) use ArcGIS Online Map Services, Geocoding Services, or Routing Services in communication with any in-vehicle navigation system installed in a vehicle (this does not include portable navigation devices) or that provides real-time, dynamic routing to any device (for instance, these services may not be used to alert a user about upcoming maneuvers such as warning of an upcoming turn or to calculate an alternate route if a turn is missed); or (ix) incorporate any portion of Online Services into a commercial product or service unless the commercial product adds material functionality to Online Services. Licensee shall not use Online Services to (a) infringe or misappropriate any third-party proprietary rights or privacy rights; (b) process, store, transmit, or enable access to any information, data, or technology controlled for export under the International Traffic in Arms (ITAR) regulations; (c) violate any export law; or (d) store or process Licensee's Content that is Covered Defense information (CDI) under DFARS 204.73, or is protected health information (PHI) under the Health Insurance Portability and Accountability Act (HIPAA). Licensee shall not attempt to (a) probe, scan, or test the vulnerability of the Online Services or to breach any security or authentication measures used by the Online Services; or (b) benchmark the availability, performance, or functionality of Online Services for competitive purposes. Licensee is responsible for any fines, penalties, or claims against Esri, including reasonable attorneys' fees, arising out of Licensee's noncompliance with any of the foregoing prohibitions.

2.5 Evaluations. Esri may provide licenses to use certain Services for Licensee's internal evaluation purposes. Such licenses continue until the stated evaluation period expires or until Licensee purchases a subscription, whichever occurs first. IF LICENSEE DOES NOT CONVERT LICENSEE'S EVALUATION LICENSE TO A SUBSCRIPTION PRIOR TO EXPIRATION OF THE EVALUATION TERM, ANY CONTENT AND CUSTOMIZATIONS THAT LICENSEE UPLOADED OR MADE DURING THE EVALUATION TERM WILL BE PERMANENTLY LOST. IF LICENSEE DOES

NOT WISH TO PURCHASE A SUBSCRIPTION, LICENSEE MUST EXPORT SUCH CONTENT BEFORE THE END OF LICENSEE'S EVALUATION PERIOD.

2.6 Modifications of Online Services. Esri reserves the right to alter or modify Online Service(s) and related APIs at any time. If reasonable under the circumstances, Esri will provide thirty (30) days' prior notice of any material alterations.

2.7 Discontinuation or Deprecation of Online Services. Esri reserves the right to discontinue or deprecate an Online Service(s) and related API(s) at any time. If reasonable under the circumstances, Esri will provide ninety (90) days' prior notice of any Online Service discontinuation or deprecation. Esri will attempt to support any deprecated APIs for up to six (6) months, unless there are legal, financial, or technological reasons not to support them.

2.8 If any modification, discontinuation, or deprecation of Online Service(s) causes a material, adverse impact to Licensee's operations, Esri may at its sole discretion attempt to repair, correct, or provide a workaround for Online Services. If a viable solution is not commercially reasonable, Licensee may cancel its subscription to Online Services, and Esri will issue a prorated refund.

2.9 Attributions. Licensee may not remove or obscure any trademarks or logos that would normally be displayed through the use of the Online Services without written permission. Licensee must include attribution acknowledging that its application is using Online Services provided by Esri, if attribution is not automatically displayed through the use of Online Services. Guidelines are provided in the Documentation.

ARTICLE 3—TERM AND TERMINATION

The following supplements Article 5—Term and Termination of the License Agreement:

3.1 Term of Subscriptions. The term of any subscription will be provided in the Ordering Document under which it is purchased or in the Online Services description referenced therein.

3.2 Subscription Rate Changes. Monthly subscription rates may be increased upon thirty (30) days' notice. Esri may increase rates for subscriptions with a term greater than one (1) month by notifying Licensee at least sixty (60) days prior to expiration of the then-current subscription term.

3.3 Service Interruption Online Service(s) may be temporarily unavailable, without prior notice, for any unanticipated or unscheduled downtime or unavailability of all or any portion of Online Services, including system failure or other events beyond the reasonable control of Esri.

3.4 Service Suspension. Esri shall be entitled, without any liability to Licensee, to suspend access to any portion or all of Online Services at any time on a service-wide basis (a) if Licensee breaches the License Agreement; (b) if Licensee exceeds usage limits and fails to purchase additional license capacity sufficient to support Licensee's continued use of Online Services as described in Article 5 of this Addendum; (c) if there is reason to believe that Licensee's use of Online Service(s) will adversely affect the integrity, functionality, or usability of the Online Service(s); (d) if Esri and its licensors may incur liability by not suspending Licensee's account; (e) for scheduled downtime to conduct maintenance or make modifications to Online Service(s); (f) in the event of a threat or attack on Online Service(s) (including a denial-of-service attack) or other event that may create a risk to the applicable part of Online Services; or (g) in the event that Esri determines that Online Services (or portions thereof) are prohibited by law or otherwise that it is necessary or prudent to do so for legal or regulatory reasons. If feasible under these circumstances, Licensee will be notified of any Service Suspension beforehand and allowed reasonable opportunity to take remedial action.

3.5 Esri is not responsible for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Licensee or any Licensee customer may incur as a result of any Service Interruption or Service Suspension.

ARTICLE 4—LICENSEE'S CONTENT, FEEDBACK

4.1 Licensee's Content. Licensee retains all right, title, and interest in Licensee's Content. Licensee hereby grants Esri and Esri's licensors a nonexclusive, nontransferable, worldwide right to host, run, and reproduce Licensee's Content solely for the purpose of enabling Licensee's use of Online Services. Without Licensee's permission, Esri will not access, use, or disclose

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4.2 Removal of Licensee's Content. Licensee will provide information and/or other materials related to Licensee's Content as reasonably requested by Esri to verify Licensee's compliance with this License Agreement. Esri may remove or delete any portions of Licensee's Content if there is reason to believe that uploading it to, or using it with, Online Services violates this License Agreement. If reasonable under these circumstances, Esri will notify Licensee before Licensee's Content is removed. Esri will respond to any Digital Millennium Copyright Act take-down notices in accordance with Esri's Copyright Policy, available at http://www.esri.com/legal/dmca_policy.

4.3 Sharing Licensee's Content. If Licensee elects to share Licensee's Content using Sharing Tools, then Licensee acknowledges that it has enabled third parties to use, store, cache, copy, reproduce, (re)distribute, and (re)transmit Licensee's Content through Online Services. ESRI IS NOT RESPONSIBLE FOR ANY LOSS, DELETION, MODIFICATION, OR DISCLOSURE OF LICENSEE'S CONTENT RESULTING FROM USE OR MISUSE OF SHARING TOOLS OR ANY OTHER SERVICE COMPONENTS. LICENSEE'S USE OF SHARING TOOLS IS AT LICENSEE'S SOLE RISK.

4.4 Retrieving Licensee's Content upon Termination. Upon termination of the License Agreement or any trial, evaluation, or subscription, Esri will make Licensee's Content available to Licensee for download for a period of thirty (30) days unless Licensee requests a shorter window of availability or Esri is legally prohibited from doing so. Thereafter, Licensee's right to access or use Licensee's Content with Online Services will end, and Esri will have no further obligations to store or return Licensee's Content.

ARTICLE 5—LIMITS ON USE OF ONLINE SERVICES; SERVICE CREDITS

Esri may establish limits on the Online Services available to Licensee. These limits may be controlled through Service Credits. Service Credits are used to measure the consumption of ArcGIS Online services made available through Licensee's account. The maximum Service Credits provided with Licensee's ArcGIS Online account will be addressed in the applicable Ordering Document. Esri will notify Licensee's account administrator when Licensee's Service Credit consumption reaches approximately seventy-five percent (75%) of the Service Credits allocated to Licensee through Licensee's subscription. Esri will notify Licensee's account administrator if Licensee's Service Credit consumption reaches or exceeds one hundred percent (100%). If Licensee's account exceeds one hundred percent (100%) of the available Service Credits, Licensee may continue to access its account; however, Licensee's access to services that consume Service Credits will be suspended. Licensee's access to the services that consume Service Credits will be restored immediately upon the completion of Licensee's purchase of additional Service Credits.

ARTICLE 6—ONLINE CONTENT; THIRD-PARTY CONTENT AND WEBSITES

6.1 Online Content. ArcGIS Online Data is included as a component of Online Services and is licensed under the terms of the License Agreement.

6.2 Third-Party Content and Websites. Online Services and ArcGIS Website may reference or link to third-party websites or enable Licensee to access, view, use, and download third-party Content. This Agreement does not address Licensee's use of third-party Content, and Licensee may be required to agree to different or additional terms in order to use third-party Content. Esri does not control these websites and is not responsible for their operation, content, or availability; Licensee's use of any third-party websites and third-party Content is *as is*, without warranty, and at Licensee's sole risk. The presence of any links or references in Online Services to third-party websites and resources does not imply an endorsement, affiliation, or sponsorship of any kind.

SECTION 2—TERMS OF USE FOR SPECIFIC ONLINE SERVICES

The following table is a list of Esri Products that have specific terms of use in addition to the general terms of use as set forth in the General License Terms and Conditions of the License Agreement. Additional terms of use are listed immediately below this table and are referenced by number(s), shown in parentheses, immediately following each Product name in the following table (in some cases, the additional terms of use referenced may be found in a separate Addendum, as noted):

▪ ArcGIS Online (1; 2; Addendum 2, Note 1; Addendum 2, Note 6) ▪ Esri Business Analyst Online (3; Addendum 2, Note 1) ▪ Esri Business Analyst Online Mobile (3; Addendum 2, Note 1) ▪ Esri Community Analyst (3; Addendum 2, Note 1)	▪ Esri Redistricting Online (Addendum 2, Note 1) ▪ Esri MapStudio (4; Addendum 2, Note 1; Addendum 2, Note 9) ▪ Navigator for ArcGIS (Addendum 1, Note 14)
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Notes:

- If you do not license any of the Products in the table above, these additional terms of use do not apply to you.
- Additional terms of use for Products ONLY APPLY to the Products that reference them by number in the table above.

Additional Terms of Use for Products listed above:

1. In addition to the common terms of use of Online Services:

- a. Licensee may use Licensee's Esri Online Services account to build a Value-Added Application(s) for Licensee's internal use.
- b. Licensee may also provide access to Licensee's Value-Added Application(s) to third parties, subject to the following terms:
 - i. Licensee may allow Anonymous Users to access Licensee's Value-Added Application(s).
 - ii. Licensee shall not add third parties as Named Users to Licensee's ArcGIS Online account for the purpose of allowing third parties to access Licensee's Value-Added Application(s). This restriction does not apply to third parties included within the definition of Named Users.
 - iii. Licensee shall not provide a third party with access to ArcGIS Online Services enabled through Licensee's ArcGIS Online account other than through Licensee's Value-Added Application(s). This restriction does not apply to third parties included within the definition of Named Users.
 - iv. Licensee is responsible for any fees accrued through the use of Licensee's ArcGIS Online account by third parties accessing Licensee's Value-Added Application(s). This includes Service Credits required to support third-party Online Services usage and any additional subscription fees for Online Services as required.
 - v. Licensee is solely responsible for providing technical support for Licensee's Value-Added Application(s).
 - vi. Licensee will restrict third-party use of Online Services as required by the terms of this Agreement.
 - vii. Licensee may not embed a Named User credential into a Value-Added Application. For ArcGIS Online for Organizations, Education, and Nongovernmental Organization/Nonprofit Organization (NGO/NPO) Plan accounts, an App Login Credential may only be embedded into Value-Added Applications that are used to provide public, anonymous access to ArcGIS Online. Licensee may not embed or use ArcGIS Online App Login Credentials in Value-Added Applications for internal use. Value-Added Applications used internally require Named User login credentials.
- c. For ArcGIS Online ELA, ArcGIS Online for Organizations, and paid Developer Plan accounts:
 - i. Licensee is also permitted to
 - (1) Charge an additional fee to third parties to access Licensee's Value-Added Application(s), subject to the terms of this License Agreement; and

- (2) Transfer Licensee's Value-Added Application(s) to a third party's ArcGIS Online account, subject to the following:
- (a) Licensee may charge third parties a fee for Licensee's Value-Added Application(s).
 - (b) Licensee is not obligated to provide technical support for the third party's general use of its ArcGIS Online account not related to Licensee's Value-Added Application(s).
 - (c) Licensee is not responsible for any fees accrued through the third party's use of Licensee's Value-Added Application(s) that have been transferred to or implemented on the third party's ArcGIS Online account.
 - (d) Licensee is not permitted to invite licensees of an ArcGIS Online Public Plan to participate in private groups. This restriction also applies to licensees of Education Plan accounts and NGO/NPO Plan accounts.
- d. For ArcGIS Online Public Plan accounts, Development and Testing Plan accounts, Education Plan accounts, and NGO/NPO use of ArcGIS Online for Organizations accounts: Licensee is not permitted to charge an additional fee to third parties to access Licensee's Value-Added Application(s) or generate more than incidental advertising revenue as a consequence of the deployment or use of the Value-Added Application(s). Charging a fee to access Licensee's Value-Added Application(s) or generating more than incidental advertising revenue requires an ArcGIS Online ELA, ArcGIS Online for Organizations, or paid Developer Plan account.
- e. For ArcGIS Online Public Plan accounts:
- i. Public Plan accounts are licensed for the personal use of an individual. Any use of Public Plan accounts by an individual for the benefit of a for-profit business or a government agency is prohibited.
 - This restriction does not apply to educational institutions when used for teaching purposes only, qualified NGO/NPO organizations, and press or media organizations. Individuals affiliated with these specific types of organization are permitted to use ArcGIS Online Public Plan accounts for the benefit of their affiliated organization(s).
 - ii. Public Plan account Licensees are not permitted to create private groups or participate in any private group created by licensees of ArcGIS Online for Organizations, Education, NGO/NPO, or ELA Plans.
- f. For ArcGIS Online Development and Testing Plan accounts:
- i. Subject to the terms of this License Agreement, Licensee is permitted to
 - (1) Allow third parties to access Licensee's Value-Added Application(s) powered by their Development and Testing Plan account, but only if the Value-Added Application(s) is published for public access and is not used for the benefit of a for-profit business or government agency.
 - This restriction does not apply to educational institutions when used for teaching purposes only, qualified NGO/NPO organizations, and press or media organizations. Individuals affiliated with these specific types of organizations are permitted to use ArcGIS Online Development and Testing Plan accounts for the benefit of their affiliated organization(s).
 - ii. Development and Testing Plan account licensees are not permitted to create private groups or participate in any private group created by licensees of ArcGIS Online for Organizations, Education, NGO/NPO, or ELA Plans.
- g. For ArcGIS Online paid Developer Plan accounts or Development and Testing Plan accounts:
- i. Licensee is limited to one million (1,000,000) basemap and one million (1,000,000) geosearch Transactions per month in conjunction with Licensee's account. "Transaction" is defined in the Documentation at ArcGIS Resources at <http://links.esri.com/agol/transactiondef>.

- h. Licensee is not permitted to be the licensee of an ArcGIS Online account for or on behalf of a third party.
 - This restriction does not apply to education institutions that are permitted to be licensees of ArcGIS Online Public Plan accounts on behalf of registered students of the education institution for teaching purposes only. Education institutions are also permitted to provide access to a single ArcGIS Online Public Plan account to more than one (1) registered student when used for teaching purposes only.
- i. The terms "Online ELA account," "Organizations Plan account," "Developer Plan account," "Public Plan account," "Development and Testing Plan account," and "Education Plan account" refer to different types of ArcGIS Online accounts.

2. Terms of Use for ArcGIS Online Services:

- a. World Geocoding Service: Licensee may not store the geocoded results generated by the service without an ArcGIS Online account.
 - b. Infographics Service: Licensee may use the data accessible through this service for display purposes only. Licensee is prohibited from saving any data accessible through this service.
3. Licensee may not display or post any combination of more than one hundred (100) Esri Business Analyst Online or Esri Community Analyst Reports and maps on Licensee's external websites.
4. Licensee may create, publicly display, and distribute maps in hard copy and static electronic format for news-reporting purposes, subject to any restrictions for ArcGIS Online Data set forth in [Addendum 2, Note 1](#).

ADDENDUM 4
LIMITED USE PROGRAMS
(E300-4)

This Limited Use Programs Addendum ("Addendum 4") applies to any Licensee that has been qualified by Esri or its authorized distributor to participate in any of the programs described herein. This Addendum 4 includes the Licensee's existing master license agreement, if any, or the License Agreement found at <http://www.esri.com/legal/software-license> (as applicable, the "License Agreement"), which is incorporated by reference. This Addendum 4 takes precedence over conflicting terms of the License Agreement. Esri reserves the right to update the terms from time to time.

▪ Educational Programs (1) ▪ Grant Programs (2)	▪ Home Use Program (3) ▪ Other Esri Limited Use Programs (4)
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Notes

1. *Educational Programs:* Licensee agrees to use Products solely for educational purposes during the educational use Term. Licensee shall not use Products for any Administrative Use unless Licensee has acquired an Administrative Use Term License. "**Administrative Use**" means administrative activities that are not directly related to instruction or education, such as asset mapping, facilities management, demographic analysis, routing, campus safety, and accessibility analysis. Licensee shall not use Products for revenue-generating or for-profit purposes.
2. *Grant Programs:* Licensee may use Products only for Noncommercial purposes. Except for cost recovery of using and operating the Products, Licensee shall not use Products for revenue-generating or for-profit purposes.
3. *ArcGIS for Home Use Program:*
 - a. All ArcGIS for Home Use Program Products are provided as Term Licenses and are identified on Esri's Home Use Program website found at <http://www.esri.com/software/arcgis/arcgis-for-home> or Licensee's authorized distributor's website.
 - b. Esri grants to Licensee a personal, nonexclusive, nontransferable, Single Use License, without the authorization to install or use a second copy, solely to use the Products provided under the ArcGIS for Home Use Program as set forth in the applicable Ordering Documents (i) for which the applicable license fees have been paid, (ii) for Licensee's own Noncommercial internal use, (iii) in accordance with this License Agreement and the configuration ordered by Licensee or as authorized by Esri or its authorized distributor, and (iv) for a period of twelve (12) months unless terminated earlier in accordance with the License Agreement. "**Noncommercial**" means use in a personal or individual capacity that (i) is not compensated in any fashion; (ii) is not intended to produce any works for commercial use or compensation; (iii) is not intended to provide a commercial service; and (iv) is neither conducted nor funded by any person or entity engaged in the commercial use, application, or exploitation of works similar to the licensed Products.
 - c. **Installation Support.** Installation Support for a period of ninety (90) days is included with ArcGIS for Home Use. As discussed further on the Esri or authorized distributor's website, Esri provides technical support in response to specific inquiries. Installation Support will apply only to unmodified Software. Software is provided only for standard hardware platforms and operating systems supported by Esri as described in the Software Documentation. Esri is not responsible for making or arranging for updates to interfaces for nonstandard devices or custom applications.

Esri Installation Support will be provided in compliance with the Esri ArcGIS for Home Use Installation Support document on the Esri website at <http://www.esri.com/~media/Files/Pdfs/legal/pdfs/home-use-installation-support.pdf>. Esri supports users solely with the installation of Esri Software. Esri's Support website is at <http://support.esri.com/en/support>. Support provided by an authorized distributor will be in accordance with the distributor's technical support program terms and conditions.
4. *Other Esri Limited Use Programs:* If Licensee acquires Products under any limited use program not listed above, Licensee's use of the Products may be subject to the terms set forth in the applicable launching page or enrollment form or as described on Esri's website in addition to the nonconflicting terms of this Addendum 4. All such program terms are incorporated herein by reference.



ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC.
35 Village Road Suite 501
Middleton, MA 01949
Phone: (978) 777-4543 Fax: (978) 777-8476
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

*To expedite your order, please attach a copy of
this quotation to your purchase order.
Quote is valid from: 03/09/2016 To: 06/07/2016*

Quotation # 20484211

Date: March 9, 2016

Customer # 512818 Contract #

City of Milford
Planning & Zoning Dept
201 S Walnut St
Milford, DE 19963-1957

ATTENTION: Rob Pierce
PHONE: (302) 424-3712
FAX: (302) 422-1119

Material	Qty	Description	Unit Price	Total
52384	1	ArcGIS for Desktop Advanced Concurrent Use Primary Maintenance	3,000.00	3,000.00
52385	2	ArcGIS for Desktop Advanced Concurrent Use Secondary Maintenance	1,200.00	2,400.00
109216	1	ArcGIS for Server Enterprise Standard Up to Four Cores Maintenance	5,000.00	5,000.00
114511	1	ArcPad Maintenance	250.00	250.00
Item Total:				10,650.00
Subtotal:				10,650.00
Sales Tax:				0.00
Estimated Shipping & Handling(2 Day Delivery) :				0.00
Contract Pricing Adjust:				0.00
Total:				\$10,650.00

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact: Joshua Williams

Email: jwilliams@esri.com

Phone: (978) 777-4543 x8425

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If sending remittance, please address to: Esri, File No. 54630, Los Angeles, Ca 90074-4630



January 4, 2016

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

*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.*

Attn: Mr. Rob Pierce
Planning and Economics Activities Coordinator

Re: Proposal for Professional Engineering Services
Wastewater System Asset Management Assistance
City of Milford
Sussex/Kent County, Delaware
DBF # P0052A15.014

Dear Mr. Pierce:

As requested, Davis, Bowen & Friedel, Inc., (DBF) is pleased to offer the following proposal for professional engineering services associated with providing assistance in development of the City of Milford's Wastewater Asset Management Program.

We met with you to review and discuss the City's asset management program applications and in particular how DBF can assist the City in completion of this program. Based on that discussion, the following scope of work was formulated and corresponds by task number as described in the City's applications.

Scope of Work

Task #3 – Critical Asset Analysis

DBF will utilize the information gathered by the City in Task #1 and update the City's wastewater model. The updated model will be used to run simulations and provide general recommendations as it relates to critical assets. Modeling of systems can be intensive and thus will concentrate on existing critical assets with intent to provide guidance to maintain existing service levels while generalized inputs will be utilized for assumed future development as it is deemed necessary. We recently completed the Northwest Water and Wastewater Study which provided guidance for existing and future growth in that area of the City. Therefore recommendations from that study, and any relevant previous ones, will be reviewed with the City to be included within the program.

This task will be a majority of our time in assisting the City. Since computer modeling can be time consuming we will work with the City to determine the most efficient and economical way of providing new data for the development of the updated model in order to minimize the time required to input, review, verify, and calibrate the model.

Task #4 – Minimum Life Cycle Analysis

DBF will assist City personnel in reviewing and commenting on operations and maintenance programs and capital budget planning. During these reviews we will assist

the City with determining life cycle cost analysis of critical assets including recommendations for preventative maintenance in regards to specific equipment.

Task #5 – Long Term Funding Plan

DBF will assist City personnel in reviewing long term funding options to accommodate costs of maintaining critical assets as identified within the program.

Exclusions

The following items are excluded but can be provided as an additional service.

- Field survey
- Pump station testing
- Flow monitoring
- Public meetings/presentations

Payment Terms and Conditions

These services will be provided under our existing On-Call contract with the City and under a separate project number for tracking and billing purposes. We propose to complete the proposed scope of services as described above on an hourly (time and material) basis for an estimated fee of \$20,000. The fee is estimated due to the variable nature of the project in regards to the assistance we can provide the City. Billing will be invoiced monthly based on actual hours work completed during the previous month. All services will be invoiced per the enclosed Schedule of Rates No. 46; please refer to the attached schedule of rates for other terms and conditions.

Should you find this proposal acceptable please indicate by signing and dating below. Please retain one copy for your records and return one copy to this office. Receipt of a signed proposal constitutes our notice to proceed, unless otherwise specified. This proposal shall be valid for ninety (90) days.

Should you have any questions, comments, concerns, or would like to discuss this further please give me a call at your convenience. We look forward to providing these services to the City of Milford and completion of another successful project. We appreciate the opportunity to be of continued service.

Sincerely,
DAVIS, BOWEN & FRIEDEL, INC.

Jason P. Loar, P.E.
Principal

JPL
N:\PROMOTIONAL\PROPOSALS\2015\P00052A15.014.JPL.DOC

Enclosures

Accepted By: _____ Date: _____

CITY OF MILFORD

DAVIS, BOWEN & FRIEDEL, INC. ("DBF")
SCHEDULE OF RATES AND GENERAL CONDITIONS
 SCHEDULE NO. 46
 Effective June 1, 2015

CLASSIFICATION

Principal
 Senior Architect
 Architect
 Senior Landscape Architect
 Landscape Architect
 Senior Engineer
 Engineer
 Construction Administrator
 Senior Traffic Engineer
 Traffic Engineer
 Geologist
 GIS Specialist
 Senior Surveyor
 Associate Surveyor
 Surveyor
 Senior Designer
 Computer Graphics Designer
 Designer
 CADD I
 CADD II
 Computer Administrator
 2 Man Field Crew
 3 Man Field Crew
 GPS Unit (1 man)
 GPS Unit (2 man Crew)
 GPS Unit (3 man Crew)
 Resident Project Representative
 Water/Wastewater Operator
 Clerical
 Travel
 Direct Expense
 Prints (In-house Reproduction)

HOURLY RATE

\$170.00
 \$150.00
 \$120.00
 \$150.00
 \$120.00
 \$150.00
 \$120.00
 \$120.00
 \$150.00
 \$120.00
 \$120.00
 \$110.00
 \$150.00
 \$120.00
 \$115.00
 \$115.00
 \$100.00
 \$105.00
 \$95.00
 \$85.00
 \$100.00
 \$140.00
 \$175.00
 \$110.00
 \$150.00
 \$200.00
 \$80.00
 \$120.00
 \$60.00
 \$0.50
 Cost + 10%
 \$2.50/sheet

GENERAL CONDITIONS

INVOICES & PAYMENT

Invoices are sent monthly or sooner if project is complete. Payment Terms: Net 30 days of invoice date. Any invoice not paid within 30 days shall bear interest at 1.0% per month (12% annually). If required to engage legal counsel to collect an overdue invoice, DBF shall be entitled to recover also its costs of collection, including counsel fees and expenses. DBF reserves the right to adjust its schedule of rates annually. Any such adjustments will be effective within 30 days after written notification to the client.

TERMINATION OF CONTRACT

Client may terminate this agreement upon seven days' prior written notice to DBF for convenience or cause. DBF may terminate this Agreement for cause upon seven days' prior written notice to client. Failure of client to pay invoices when due shall be cause for immediate suspension and ultimate termination of services, at DBF's sole discretion. This agreement may be terminated by either party for any reason with 30 days advance notice.

LIMITATION OF LIABILITY

Client agrees to limit DBF's liability related to any errors or omissions to a sum that shall not exceed the total professional fee for the project.

INDEMNIFICATION

Client and DBF each agree to indemnify and hold the other harmless, and their respective officers, employees, agents and representatives, from and against liability for all claims, losses, damages and expenses, including reasonable attorney's fees caused by the other's negligence. To the extent such claims, losses, damages or expenses are caused by the joint or concurrent negligence of client and DBF, the same shall be borne by each party in proportion to its negligence. This shall in no way affect the limitation of DBF's liability expressed in the preceding paragraph.

FORCE MAJEURE

Neither party shall be deemed in default of this Agreement to the extent that any delay or failure in the performance of its obligations results from any cause beyond its reasonable control and without its negligence.

CONSTRUCTION PHASE SERVICES

If this Agreement provides for any construction phase services by DBF, it is understood that the contractor, not DBF, is solely responsible for the construction of the project, and that DBF shall not be responsible for the acts or omissions of any contractor, subcontractor or material supplier; for safety precautions, programs or enforcement; or for construction means, methods, techniques, sequences and procedures employed by the contractor, its subcontractors or suppliers.

OWNERSHIP OF DOCUMENTS

All documents prepared or furnished by DBF pursuant to this Agreement, including electronic media, are instruments of DBF's professional service, and DBF shall retain an ownership and property interest therein. DBF grants client, during the period of DBF's service, a license to use such documents for the purpose of constructing, occupying and maintaining the project. Reuse or modification of any such documents by client or client's agents, without DBF's written permission, shall be at client's sole risk; and client agrees to indemnify and hold DBF harmless from all claims, damages and expenses, including attorneys' fees, arising out of such reuse by client or by others acting through or with the consent of client.

USE OF ELECTRONIC MEDIA

Copies of documents that may be relied upon by client are limited to the printed copies (also known as hard copies) that are signed or sealed by DBF. Files in electronic media format or text, data, graphic or other types that are furnished by DBF to client are only for convenience of client. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. When transferring documents in electronic media format, DBF makes no representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, computer hardware or of a protocol differing from those in use by DBF during the period of this agreement.

SUCCESSORS & ASSIGNS

The client and DBF bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither party shall assign, sublet or transfer any interest in this Agreement without the written consent of the other.

MISCELLANEOUS PROVISIONS

Unless otherwise specified, this Agreement shall be governed by laws of the State in which the work is performed, and the courts of such State shall have exclusive jurisdiction over any disputes hereunder. Terms in this Agreement shall have the same meaning as those in AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement. If this schedule is incorporated or referenced in an agreement with client, the terms of this schedule shall prevail in the event of any conflict with the terms of such agreement.

REIMBURSABLE EXPENSES

Other expenses known as direct expenses incurred in the interest of the project (including travel, toll communications, postage, delivery, photographs, subcontract engineering, testing or other consultants, renderings, models, etc.) will be billed monthly at DBF's actual cost plus ten percent.