

City of Milford



AGENDA

Council Meeting

Wednesday, December 26, 2012

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

7:00 P.M.

PUBLIC HEARING—CANCELED*

Eric Dunn of Dunn Development, LLC on behalf of Walter N. Thomas II
Preliminary Major Subdivision and Conditional Use to allow a Planned Unit Residential Development
1335 Milford-Harrington Highway (southwest side of State Route 14), Milford, Delaware
Tax Map MD-16-173.00-01-21.00; Tax Map MD-16-173.00-01-22.00.

COUNCIL MEETING

Call to Order - Mayor Joseph Ronnie Rogers

Invocation

Pledge of Allegiance

Recognition

Communications and Correspondence

Unfinished Business

New Business

Approval/Project Agreement/Delaware Land Water Trust Fund/Milford Can-Do Playground (Parks & Recreation)

Waiver of City Charter Requirements for Bid Process/Milford Can-Do Playground

Approval of Gametime Proposal/Playground Equipment

Approval of Gametime Proposal/Surfacing Project

Approval of DBF Proposal/Playground Site Design

Approval of DBF Proposal/SCADA Upgrades

Adjourn

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.

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.

City of Milford



PUBLIC NOTICE

MILFORD CITY COUNCIL HEARING

MILFORD CITY COUNCIL HEARING—CANCELED*

NOTICE IS HEREBY GIVEN that the City Council of the City of Milford will hold a Public Hearing on Wednesday, December 26, 2012 at 7:00 p.m., or as soon thereafter as possible, in the Joseph Ronnie Rogers Council Chambers at Milford City Hall, 201 South Walnut Street, Milford, Delaware, to take final action upon the matter of:

Eric Dunn of Dunn Development, LLC on behalf of Walter N. Thomas II requesting a Preliminary Site Plan, Preliminary Major Subdivision of 71.918 +/- acres into 130 lots containing 392 residential units (264 apartments and 128 townhomes) and a Conditional Use to allow a Planned Unit Residential Development. The proposed subdivision known as "Hickory Glen" is located in an R-8 District at 1335 Milford-Harrington Highway (southwest side of State Route 14), Milford, Delaware. Tax Map MD-16-173.00-01-21.00; Tax Map MD-16-173.00-01-22.00.

All interested persons are hereby notified to be present and to express their views before a final decision is rendered. If unable to attend, written comments will be accepted up to one week prior to the hearing date.

Anyone with questions or comments should call Christine Crouch at 302-424-3712 Extension 308.

By: Terri Hudson, MMC
City Clerk

101112

*****APPLICATION WITHDRAWN 12/04/12**

**DELAWARE LEAGUE OF LOCAL GOVERNMENTS
MONTHLY DINNER MEETING
JANUARY 24TH, 2013
SHERATON DOVER HOTEL
1570 NORTH DUPONT HIGHWAY
DOVER, DELAWARE**

SOCIAL HOUR: 6:00 P.M. - 6:45 P.M.
OPENING: 6:45 P.M. - 7:00P.M.
DINNER: 7:00 P.M. - 7:20 P.M.
PROGRAM: 7:20 P.M. - 8:00 P.M.

PROGRAM

Adria B. Martinelli, Esq., attorney with Young, Conaway, Stargatt & Taylor, LLP, will discuss the best practices for conducting public meetings in compliance with Delaware’s Freedom of Information Act. Attention will be given to the process for conducting open and executive sessions, maintaining minutes and records, and issuing notices and agendas for public meetings.

The Delaware Center for Horticulture will provide an overview of funding opportunities for municipal tree plantings.

The League will hold its election of officers and executive committee members at the January meeting as well.

NEXT MEETING: FEBRUARY 21ST, 2013

Special diets can be accommodated with 24 hours notice

WE MUST HAVE YOUR RESERVATIONS NO LATER THAN January 14th, 2013

Mail To: Delaware League of Local Governments
P.O. Box 484
Dover, Delaware 19903
Telephone: 302-678-0991 Fax: 302-678-4777

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

PLEASE LIST THE NAMES OF THOSE ATTENDING

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

- () Check enclosed for () dinners @ \$20.00 each
- () Please direct bill the Municipality/County/Agency
- () Payment will be made at the door
- () Enclosed for () dinners @ \$20.00 each

DTF Project NO.: DTF 12-145

Project Agreement

Delaware Land and Water Conservation Trust Fund

Sponsor Agency: **City of Milford**

Project Title: **Tony Silicato Memorial Park Development**

Project Period: **December 10, 2012 through December 31, 2013**

Project Scope & Description:

The City of Milford will design, purchase and maintain a “Can-Do” playground at Tony Silicato Memorial Park. This universally accessible playground will be the first in Kent County. The City is partnering with the area Rotary Clubs to finance the remainder of the project with cash and in-kind services.

The playground equipment and pathways will be ADA compliant.

Total Project Cost:	\$ 562,000	
DTF Grant Amount:	\$ 180,000	
Local Match:	\$ 382,000	Cash (\$140k City budget and \$242k area Rotary Clubs)

Department of Natural Resources
and
Environmental Control
Division of Parks & Recreation
89 Kings Highway
Dover, DE 19901



Project Agreement

Delaware Land and Water Conservation Trust Fund

The State of Delaware, Division of Parks & Recreation (hereinafter referred to as the Division) and the **City of Milford** (hereinafter referred to as the Sponsor) mutually agree to perform this Project Agreement in accordance with the **Delaware Land and Water Conservation Trust Fund** (Title 30, Ch 54, Subchapter II Conservation Trust Fund). The provisions and conditions of the Delaware Land and Water Conservation Trust Fund (hereinafter referred to as DTF) are outlined in the DTF Manual Guidelines, and with the terms, promises, conditions, plans, specifications, estimates, procedures, project proposals, maps, and assurances that are a part of this Project Agreement.

The Division hereby promises to obligate the amount of Delaware Land and Water Conservation Trust Fund grant sum referred to on the Project Agreement cover page. The Division will reimburse the Sponsor for the DTF grant amount after the Sponsor has demonstrated that it has spent an equal or greater sum for eligible elements of the project outlined in the Project Scope and Description on the Project Agreement cover page. The Sponsor promises to execute the approved project described above in accordance with the terms of this Project Agreement.

Part 1 - General Provisions

The parties to the Project Agreement specifically recognize that grant assistance from the Delaware Land and Water Conservation Trust Fund creates an obligation to maintain the property described in the Project Agreement consistent with the Title 30, Ch 54, Subchapter II Conservation Trust Fund. The Sponsor will provide sufficient funds to assure effective operation and maintenance of areas developed or acquired by the project.

Further, it is the acknowledged intent of the parties to this Project Agreement that the Sponsor will use DTF assistance granted for the purposes of this Program, and that DTF assistance granted will result in a net increase of land for outdoor recreation, conservation and/or greenways, and/or new or renovated outdoor recreation facilities. DTF assistance may also result in a park, recreation or conservation plan that will expand the Sponsor's outdoor recreation estate. It is intended that DTF assistance will be added to the Sponsor's contribution, rather than replace or be substituted for outdoor recreation funds by the municipality, county or park district.

- A. The Sponsor receiving DTF grant assistance agrees to comply with the terms of the Project Agreement.
- B. The Sponsor shall be responsible for implementing the approved project according to the guidance outlined in the DTF Manual and the Sponsor agrees to comply with the policies and procedures set forth in the Manual.
- C. The Sponsor agrees that the property acquired or developed under the terms of this Agreement will result in preservation, protection, and the net increase in the quality of public outdoor recreation resources which will be made available to the people of the State and visitors. The map accompanying this Project Agreement outlines the area protected under this DTF grant.
- D. The Sponsor agrees to operate and maintain all DTF assisted properties for conservation or public recreational uses in perpetuity. The sponsoring agency shall maintain facilities for their useful life as determined by the Division.

- E. The Sponsor agrees that if any land is acquired with DTF assistance the following language shall be in the deed of conveyance:

“These lands are acquired for outdoor recreation or conservation purposes in accordance with the Land and Water Conservation Trust Fund, (Title 30, Ch 54, Subchapter II Conservation Trust Fund)). Property acquired or improved with DTF assistance shall remain in public outdoor recreation or conservation in perpetuity and remain open for public use. Furthermore, said property may not be converted to other uses without a subsequent act of the General Assembly. If the Sponsor intends to convert all or a portion of this property to another use, the Sponsor must notify the State Division of Parks and Recreation, Department of Natural Resources & Environmental Control prior to the conversion.”

The Sponsor shall provide the Division with a survey boundary map and a copy of the deed with the above referenced paragraph. The Sponsor will keep a permanent record and make it available for public inspection.

- F. The Sponsor agrees that lands developed with DTF assistance shall remain in public outdoor recreation or conservation uses in perpetuity and shall not be converted to other uses. The map accompanying this Project Agreement outlines the area that fall under the provisions of this DTF grant. If the Sponsor cannot avoid a conversion of the land to another use, the Sponsor must notify the Division of the conversion as soon as possible. The lands cannot be converted to another use, other than those originally intended, without approval of the Delaware General Assembly. If a conversion of land is approved, the Sponsor must agree to replace the original land in accordance with the conditions set forth in the DTF Manual. The Sponsor further agrees to effectuate such replacement within a reasonable period of time, acceptable to the Division, after conversion of property takes place. The Sponsor agrees that any replacement parcel(s) shall then become subject to the same provision as the original parcel.
- G. Any site where DTF assistance was used, the Sponsor must post a sign acknowledging the DTF Program. The Division will supply a DTF logo or the Sponsor may produce a reasonable likeness of the DTF logo.
- H. The Sponsor shall comply with all applicable State and federal laws relating to discrimination on the basis of race, color, national origin, age, sex or disability.

Part 2 - Project Assurances

- A. The Sponsor shall assure compliance with all applicable local, State or federal regulations, policies, and guidelines as they relate to the application, acceptance and use of State funds for this DTF assisted project.
- B. Project Application and Financing
1. The Sponsor shall finance the non-DTF share of the project costs via their own budgets, contributors, donors, in-kind services or a combination of these sources.
 2. In accordance with DTF Manual, the Sponsor must provide written documentation of their matching funds and sources that constitute the match for this project. Evidence of the Sponsor’s match may include: 1) appropriate General Fund or special fund

DTF Project No: DTF 12-145

documentation from the Sponsor's budget; 2) letter from a State or federal agency, private organization or corporation that funds are allocated and approved; or 3) letters or logs demonstrating in-kind contributions of supplies, material or labor. Other match must be discussed with the Division and the appropriate documentation instrument determined.

C. Project Execution

1. The project period is specified on the cover page and the project can be executed after the Project Agreement is fully signed.
2. The State shall reimburse the Sponsor all funds granted in this Project Agreement unless actual project costs are less than anticipated or the project is amended or withdrawn.
3. The Sponsor will begin work on the project within a reasonable time after receipt of notification that DTF Project Agreement has been signed by the Division Director and Department Secretary. The Sponsor assures that the project will be completed with reasonable diligence. Failure to make adequate progress on the project may be grounds for termination of this Project Agreement and a withdrawal of grant funds awarded for the project.
4. Status reports shall be completed at least two (2) times per year and/or submitted with each grant reimbursement request while a project is active.

D. Billing and Reimbursement Procedures

In accordance with the DTF Manual, the Sponsor will submit documentation that their matching funds were utilized during each billing cycle. Written documentation must reflect the Sponsor's match, thereby meeting DTF grant requirements. Reimbursement checks from the Division will not be processed until:

- a) the Sponsor's total project match has been demonstrated; and/or
- b) the Sponsor's match is equal to or greater than the DTF grant award and demonstrated in each billing.

E. Correspondence

The Sponsor agrees to reference the assigned DTF grant number and project name in any written correspondence or billing submitted to the Division.

The following parties agree to the Project Agreement terms and conditions: In witness whereof, the parties to this Project Agreement have executed this agreement as of the date entered below.

Charles A. Salkin, Director

Date

Sponsor Signature

Name, Title

Date

Collin P. O'Mara, DNREC Secretary

Date

From: Erik Retzlaff [mailto:efr@dbfinc.com]
Sent: Wednesday, December 19, 2012 2:32 PM
To: Terri Hudson
Cc: Gary Emory; 'David Rutt'
Subject: Can-Do Playground

Attached are all of the documents for the upcoming Council meeting next Wednesday:

- 1) Agreement with DNREC to receive the \$180,000 grant. (To be considered for approval by the City)
- 2) Two drawings of the proposed playground that illustrate what is being proposed. (No action needed)
- 3) DBF's proposal for design services (To be considered for approval by the City)
- 4) Contracts with GameTime for the purchase of the playground equipment (To be considered for approval by the City)
- 5) Contracts with GameTime for the purchase of the engineered surfaces (To be considered for approval by the City)

Thank you,

Erik F. Retzlaff, P.E. | Associate | Milford Office

23 North Walnut Street | Milford, Delaware 19963 | www.dbfinc.com
Office: 302-424-1441 | Fax: 302-424-0430 | Email: efr@dbfinc.com





GameTime
 C/O West Recreation, Inc.
 P.O. Box 487
 Queenstown, MD 21658
 Phone:(800)233-0529
 Fax: (410)827-8855

QUOTE
#59808

12/11/2012

CAN-DO Boundless Playground at Silicato Memorial Park - NEW PS - Galv Posts (Full CWO)

City of Milford Parks & Recreation Dept.
 Attn: Mary Betts
 207 Franklin St.
 Milford, DE 19963
 Phone: 302-422-1104
 Fax: 302-422-0409
 bettsmc@hotmail.com

Project #: P49330
 Ship To Zip: 19701

Quantity	Part #	Description	Unit Price	Amount
SCOPE OF WORK: -				
<ul style="list-style-type: none"> Reference the following drawings prepared by West Recreation, Inc. <ul style="list-style-type: none"> 49330-03 SITE 49330-03 ALPHA 49330-03 BETA 49330-03 GAMMA Furnish and deliver all new playground equipment, safety surfacing accessories, and site furnishings depicted in West Recreation, Inc. drawings. Deliver all equipment to Silicato Park when site preparation is completed & installation services have been contracted or April 30, 2013 (whichever is later). 				
<u>BETA PLAY EQUIPMENT GROUPING</u>				
1	RDU	GAMETIME - Custom NEW Powerscape Plus Play Structure (BETA)	\$45,990.00	\$45,990.00
2	6198	GAMETIME - Backhoe Digger, Accessible	\$803.00	\$1,606.00
3	81663	GAMETIME - Wallcano Bench	\$833.00	\$2,499.00
<u>ALPHA PLAY EQUIPMENT GROUPING</u>				
1	RDU	GAMETIME - Custom NEW Powerscape Plus Play Structure (ALPHA)	\$53,516.00	\$53,516.00
1	RDU	GAMETIME - 4-Place Swing (ALPHA)	\$4,528.00	\$4,528.00
<u>GAMMA PLAY EQUIPMENT GROUPING</u>				
1	RDU	GAMETIME - Custom NEW Powerscape Plus Play Structure Addition (GAMMA)	\$191,048.00	\$191,048.00
1	RDU	GAMETIME - 4-Place Swing (GAMMA)	\$4,438.00	\$4,438.00
1	6201	GAMETIME - Tilted Sky Runner (F/S)	\$3,161.00	\$3,161.00
1	10777	GAMETIME - Tire Swing F/S, 5" Od	\$2,689.00	\$2,689.00
1	178749	GAMETIME - Owner's Kit	\$47.00	\$47.00

SITE FURNISHINGS



CAN-DO Boundless Playground at Silicato Memorial Park - NEW PS - Galv Posts (Full CWO)

**QUOTE
#59808**

12/11/2012

Quantity	Part #	Description	Unit Price	Amount
11	28009	GAMETIME - 6' P/S Bench W/Back Inground	\$517.00	\$5,687.00
<u>WOOD FIBER SAFETY SURFACING ACCESSORIES</u>				
2	161290	GAMETIME - Geo-Textile 2250 Sq Ft Roll	\$546.00	\$1,092.00
5	161294	GAMETIME - Terraflow Drain 150' Roll	\$360.00	\$1,800.00
4	161292	GAMETIME - Wear Mat 44"X48"	\$170.00	\$680.00
<u>SAND SURFACING ACCESSORIES (BETA PEG)</u>				
1	161290	GAMETIME - Geo-Textile 2250 Sq Ft Roll	\$546.00	\$546.00

SPECIAL TERMS FOR 2012

PURCHASE: -

- Pricing below includes an additional 3%, Cash With Order discount for 100% down payment (\$215,747.94).
- With full payment up-front, West Recreation, Inc. & GameTime are partnering to absorb the costs associated with delayed delivery and storage of the equipment until April 30, 2013.
- This offer assumes the customer will select colors for the equipment and provide all necessary documentation required for West Recreation, Inc. to process this order with GameTime on or before 12/13/2012.
- In accordance with these terms, all equipment will ship from the manufacturer at the end of 2012 to a storage yard. The equipment will be delivered to the job site on April 30th, 2013 or earlier at owner's request.



CAN-DO Boundless Playground at Silicato Memorial Park - NEW PS - Galv Posts (Full CWO)

QUOTE
#59808

12/11/2012

- Scope of Work reflected above does not include the following items. These products or services and anything not specifically addressed above are to be provided by owner.
 - Dismantling and re-installation of existing GameTime Powerscape play structure on site.
 - Storage fees associated with holding delivery of the equipment beyond April 30th, 2013.
 - Receipt, unloading and inventory of the equipment delivery at the job site.
 - Onsite storage of equipment & materials during installation.
 - Installation of equipment listed.
 - Supply and installation of wood fiber safety surfacing.
 - Supply and installation of poured-in-place rubber safety surfacing.
- Site Preparation including:
 - Layout, staking and setting elevations.
 - Excavation or Grading.
 - Drainage system design, material supply or installation.
- Hardscapes to include:
 - ADA accessible concrete pathways.
 - Concrete curb containment borders.
 - Concrete pads for benches, drinking fountains, shelters, or other.
- Landscaping Services:
 - Design & Layout including plant & material selection.
 - Material & plant supply or installation
- Site Restoration:
 - Fine grading
 - Supply and installation of back-fill or top soil.
 - Supply and installation of seed or sod over all disturbed areas.

SubTotal: \$319,327.00
Additional Discount: (\$112,350.16)
CWO Discount: (\$6,207.90)
Estimated Freight: \$14,979.00
Total Amount: \$215,747.94

FURNISH & DELIVER ONLY:

- **All items are quoted furnish and deliver ONLY. Installation is NOT included.**

GENERAL NOTES:

- Pricing does NOT include installation, safety surfacing or borders unless included by line item on this quote.
- It is the responsibility of the owner to provide and maintain proper safety surfacing for all playground equipment in accordance with ADA law, ASTM standards and CPSC guidelines.
- All site preparation, excavation, grading, site drainage and installation by others unless included by line item on this quote.
- If ANY revisions to this quote are required, please contact West Recreation at (800) 233-0529. We will make changes and issue a new quote within 48 hours.

GAMETIME TERMS AND CONDITIONS: (STANDARD)

- *** PURCHASE ORDERS FOR GAMETIME PRODUCTS MUST BE MADE OUT TO GAMETIME c/o WEST RECREATION. FAILURE TO DO SO MAY RESULT IN A LONGER LEAD TIME THAN ORIGINALLY QUOTED. ***
- Prices are valid for 30 days from date of this quotation.
- Normal lead time is 30 business days from active order date (excluding shelters - see shelter notes).
- **NOTE: COLOR SELECTIONS MUST BE SUBMITTED WITH YOUR ORDER. FAILURE TO DO SO MAY RESULT IN A LONGER LEAD TIME THAN ORIGINALLY QUOTED.**
- Credit applications, if required must be submitted with your order.
- A signed purchase order or this signed proposal is required for all purchases.
- A 1.5% monthly finance charge will be added to all invoices over 15 days past due.
- Cancelled orders will be subject a 20% re-stocking fee.
- A copy of your SALES AND USE TAX EXEMPTION CERTIFICATE must be submitted with your order or sales tax will be added to your invoice.
- Cash with Order payments will be accepted with a certified, cashiers, company or personal check.



CAN-DO Boundless Playground at Silicato Memorial Park - NEW PS - Galv Posts (Full CWO)

**QUOTE
#59808**

12/11/2012

TO ORDER:

Please issue Purchase Orders to **GameTime c/o West Recreation, Inc.** -OR- Complete the Order Confirmation & Acceptance portion of this quotation. All color selections must be included. Fax (or mail) all pages including "Customer Order Checklist" and any additional required documentation to West Recreation, Inc. Failure to include all required documentation will cause the order to be placed on temporary hold and will result in a longer lead time than originally quoted.

PURCHASE METHOD: (Check One)

_____ Signed Quote - OR - _____ Purchase Order Number: _____

ORDER INFORMATION:

BILL TO: _____

SHIP TO: _____

Contact: _____

Contact: _____

Address: _____

Address: _____

Address: _____

Address: _____

City, State, Zip: _____

City, State, Zip: _____

Tel: _____

Tel: _____

PAYMENT TERMS: (Select one of the following)

_____ Cash with order

_____ Net 30 days FOB shipping point with approved credit

_____ 50% Down with order/Balance due upon completion of job. A completed credit application required.

_____ Credit Card: _____ Mastercard _____ Visa

Credit Card Number: _____ Exp Date: _____

Name as it appears on card: _____

Email credit card receipt to email address: _____

ORDER CONFIRMATION & ACCEPTANCE OF PROPOSAL:

I hereby agree to the prices, specifications, conditions and payment terms outlined herein. Any items to be eliminated have been crossed out and initialed by the person signing this proposal.

Salesman Signature

Customer Signature



12/11/2012

CUSTOMER ORDER CHECK LIST

IMPORTANT NOTE: The following items are crucial to the order entry process. Orders will be placed on temporary hold pending receipt of all required documentation.

- ___ A signed copy of the quote or a p.o. are required to enter any order.
- ___ PURCHASE ORDER: Made out to GAMETIME c/o West Recreation, Inc.
- ___ PURCHASE ORDER: Hard copy of P.O. must be included with your order.
- ___ PURCHASE ORDER: P.O. and quote are for the same dollar amount.
- ___ COMPLETED CREDIT APPLICATION is req'd. for Net 30 terms or down payment w/order.
- ___ ***ATTN CONTRACTORS: A completed GameTime Credit Application must be submitted with your order.***
Failure to do so will result in the order being placed on hold until required documentation is received.
- ___ WHEN PAYING BY CHECK: Include a copy of filled out check.
- ___ COLOR SELECTION FORM: Completed and included with order .
- ___ CORRESPONDING PROPOSAL DRAWING: Sign and return with order.
- ___ TAX EXEMPT CERTIFICATE: If tax exempt, attach copy of your tax exempt certificate.
- ___ BILL TO ADDRESS: Completed in space provided on proposal.
- ___ SHIP TO ADDRESS: Completed in space provided on proposal.
- ___ END USER JOB SITE ADDRESS: Contact and phone number are clearly shown on order.
- ___ OWNERS MANUAL: Mailing address & contact name are clearly shown on order.

12/11/2012

*** GameTime Color Selection Form ***

Choose PlayPalette: _____

OR complete blanks below:

•Deck Colors:Blue, Brown, Drk Green or Red

•Coated Site: _____

•Deck PVC: _____

•Metal Colors:Yellow, Butterscotch, Orange, Red, Burgundy, Royal Purple, Blue, Sky Blue, Spring Green, Green, Drk Green, Brown, Beige, Metallic, Black or White

•Accent: _____

•Arch: _____

•Basic: _____

•Plastic Colors:Yellow, Red, Royal Purple, Blue Sky Blue, Spring Green, Green, Brown, Beige (Piston & Rain Panels available in Gray only)

•Roto Plastic: _____

•Routed Panel Colors:Beige/Green, Blue/Beige, Green/Beige, Red/Yellow, Yellow/Red

•2 Color HDPE: _____

•Solid Panel Colors:Beige, Blue, Green, Red or Yellow

•HDPE: _____

•Roof Colors:

• Dome Roof (Plastic Color): _____

• Universal Roof:

◦ Peak (Select One): Blue, Green or Red

◦ Eaves (Plastic Color): _____

• Perforated Roof:

◦ Post Color (Metal): _____/Roof Color (Metal): _____

• Ornamental Roof Color (Metal): _____ (Panel inserts avail. in green only)

• Timber (Select One): Cedar or Redwood

•Wallcano, Volcano, "S" Wall or Ribbon Wall Climbers: (circle one): Granite or Sandstone

• Handhold colors available in: Red, Blue, Green or Beige

•Mega Rock:Plastic Color: _____

•Rock Wall Climbers:Available in Granite Only.

•Net Climbers:





GameTime
 C/O West Recreation, Inc.
 P.O. Box 487
 Queenstown, MD 21658
 Phone: (800)233-0529
 Fax: (410)827-8855

QUOTE
#59824

12/12/2012

CAN-DO Boundless Playground at Silicato Memorial Park - Supply & Install Safety Surfacing

City of Milford Parks & Recreation Dept.
 Attn: Mary Betts
 207 Franklin St.
 Milford, DE 19963
 Phone: 302-422-1104
 Fax: 302-422-0409
 bettsmc@hotmail.com

Project #: P49330
 Ship To Zip: 19701

Quantity	Part #	Description	Unit Price	Amount
<u>SCOPE OF WORK:</u> -				
<ul style="list-style-type: none"> Supply and install wood fiber safety surfacing, poured-in-place rubber surfacing and play sand as depicted in West Recreation, Inc. drawing number 10-49330-03 Site. 				
<u>WOOD FIBER SAFETY SURFACING</u>				
265	EWF	GT-IMPAX - Engineered Wood Fiber (Per Cubic Yard, DELIVERED) - <ul style="list-style-type: none"> Gamma Area: 3,485 Square Feet Alpha Area: 1,765 Square Feet Thickness: 12" (Compacted) Volume: 265 Cubic Yards Critical Height: 8 Feet Includes freight charges for delivery of (3) Loads to the job site. 	\$19.50	\$5,167.50
5250	IN-SEWF	CPS - Installation of wood fiber surfacing (S.F.) - <ul style="list-style-type: none"> Includes the installation of wood fiber surfacing, a single layer of geotextile fabric, terraflow drainage system (within perimeter of play area) and rubber wear mats under slide exits and swing seats. All geotextile fabric, terraflow drains, and wear mats to be delivered with playground equipment. 	\$0.55	\$2,887.50

SAND (BETA PEG)



CAN-DO Boundless Playground at Silicato Memorial Park - Supply & Install Safety Surfacing

**QUOTE
#59824**

12/12/2012

Quantity	Part #	Description	Unit Price	Amount
90	IN-PSAND	<p>CPS - Supply and Install Clean Washed Play Sand for Sandbox -</p> <ul style="list-style-type: none"> • Clean, Washed Play Sand • Area: 1,840 Square Feet • Depth: 12 Inches • Volume: 68 Cubic Yards • Weight: @ 1.4 tons/Yard = 90 tons • Includes installation of a single layer of geotextile fabric beneath sand. • All geotextile fabric to be delivered with playground equipment. 	\$27.90	\$2,511.00
<u>UNITARY RUBBER SAFETY SURFACING</u>				
7200	FDI-PIP	<p>GT-IMPAX - Poured-In-Place Rubber Surfacing -</p> <ul style="list-style-type: none"> • Furnish, Deliver and Install: • ALPHA Area: 1,535 Square Feet @ 2" thickness. • GAMMA Area: 5,665 Square Feet @ 3.5" thickness. • SPECIFICATIONS: <ul style="list-style-type: none"> ◦ Critical Heights: 5 Feet @ 2", 8 Feet @ 3.5" ◦ Wear Course Thickness: 1/2" ◦ Binder: Aromatic (standard) ◦ Color: Standard ◦ Blend: 50% Color/ 50% Black ◦ Graphics Included: None • Base Material: Concrete Slab (N.I.C. - Supplied & installed under separate contract by others). • Installer will receive and unload materials at job site. • Wage Scale is not included and may require additional charges. • Single mobilization. • Installer to provide security to ensure no damage to the surfacing is caused by trespassers or other workers on the job site. • Installer will dispose of packaging materials and installation debris off site. • Temperatures must maintain a constant 50 degrees & rising for installation of surfacing. 	\$11.65	\$83,880.00



CAN-DO Boundless Playground at Silicato Memorial Park - Supply & Install Safety Surfacing

**QUOTE
#59824**

12/12/2012

Quantity	Part #	Description	Unit Price	Amount
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**- SPECIAL TERMS FOR 2012
PURCHASE: -**

- With a modest 10% (\$9,444.60) Down Payment, GameTime will hold the safety surfacing prices reflected in this proposal until May 30, 2013.
- Delivery of all materials to the job site must be coordinated prior to June 1st, 2013.
- This offer assumes the customer will select colors for the equipment and provide all necessary documentation required for West Recreation, Inc. to process this order with GameTime on or before 12/13/2012.

SubTotal: \$94,446.00
Total Amount: \$94,446.00

- Scope of Work reflected above does not include the following items. These products or services and anything not specifically addressed above are to be provided by owner.
- Supply play equipment, site furnishings and loose fill surfacing accessories.
- Installation of play equipment and site furnishings.
- Site Preparation including:
 - Layout, staking and setting elevations.
 - Excavation or Grading.
 - Drainage system design, material supply or installation.
 - Supply and installation of concrete sub-base for poured-in-place rubber surfacing.
- Hardscapes to include:
 - ADA accessible concrete pathways.
 - Concrete curb containment borders.
 - Concrete pads for benches, drinking fountains, shelters, or other.
- Landscaping Services:
 - Design & Layout including plant & material selection.
 - Material & plant supply or installation
- Site Restoration:
 - Fine grading
 - Supply and installation of back-fill or top soil.
 - Supply and installation of seed or sod over all disturbed areas.

Contract: USC

GENERAL NOTES:

- Pricing does NOT include installation, safety surfacing or borders unless included by line item on this quote.
- It is the responsibility of the owner to provide and maintain proper safety surfacing for all playground equipment in accordance with ADA law, ASTM standards and CPSC guidelines.
- All site preparation, excavation, grading, site drainage and installation by others unless included by line item on this quote.
- If ANY revisions to this quote are required, please contact West Recreation at (800) 233-0529. We will make changes and issue a new quote within 48 hours.



12/12/2012

GAMETIME TERMS AND CONDITIONS: (STANDARD)

- *** PURCHASE ORDERS FOR GAMETIME PRODUCTS MUST BE MADE OUT TO GAMETIME c/o WEST RECREATION. FAILURE TO DO SO MAY RESULT IN A LONGER LEAD TIME THAN ORIGINALLY QUOTED. ***
- Prices are valid for 30 days from date of this quotation.
- Normal lead time is 30 business days from active order date (excluding shelters - see shelter notes).
- **NOTE: COLOR SELECTIONS MUST BE SUBMITTED WITH YOUR ORDER. FAILURE TO DO SO MAY RESULT IN A LONGER LEAD TIME THAN ORIGINALLY QUOTED.**
- Credit applications, if required must be submitted with your order.
- A signed purchase order or this signed proposal is required for all purchases.
- A 1.5% monthly finance charge will be added to all invoices over 15 days past due.
- Cancelled orders will be subject a 20% re-stocking fee.
- A copy of your SALES AND USE TAX EXEMPTION CERTIFICATE must be submitted with your order or sales tax will be added to your invoice.
- Cash with Order payments will be accepted with a certified, cashiers, company or personal check.

CAN-DO Boundless Playground at Silicato Memorial Park - Supply & Install Safety Surfacing

**QUOTE
#59824**

12/12/2012

TO ORDER:

Please issue Purchase Orders to **GameTime c/o West Recreation, Inc.** -OR- Complete the Order Confirmation & Acceptance portion of this quotation. All color selections must be included. Fax (or mail) all pages including "Customer Order Checklist" and any additional required documentation to West Recreation, Inc. Failure to include all required documentation will cause the order to be placed on temporary hold and will result in a longer lead time than originally quoted.

PURCHASE METHOD: (Check One)

_____ Signed Quote - OR - _____ Purchase Order Number: _____

ORDER INFORMATION:

BILL TO: _____

SHIP TO: _____

Contact: _____

Contact: _____

Address: _____

Address: _____

Address: _____

Address: _____

City, State, Zip: _____

City, State, Zip: _____

Tel: _____

Tel: _____

PAYMENT TERMS: (Select one of the following)

_____ Cash with order

_____ Net 30 days FOB shipping point with approved credit

_____ 50% Down with order/Balance due upon completion of job. A completed credit application required.

_____ Credit Card: _____ Mastercard _____ Visa

Credit Card Number: _____ Exp Date: _____

Name as it appears on card: _____

Email credit card receipt to email address: _____

ORDER CONFIRMATION & ACCEPTANCE OF PROPOSAL:

I hereby agree to the prices, specifications, conditions and payment terms outlined herein. Any items to be eliminated have been crossed out and initialed by the person signing this proposal.

Salesman Signature

Customer Signature





December 18, 2012

City of Milford
Parks & Recreation Department
207 Franklin Street
Milford, Delaware 19963

Attn: Mr. Gary Emory

RE: **PROPOSAL**
Can-Do Playground Site Design
Silicato Memorial Park
Tax Map: MD-16-173.00-01-02.00-000
City of Milford, Delaware
DBF #P2004A12.001

Dear Gary:

Davis, Bowen & Friedel, Inc. is pleased to present this proposal for providing surveying and engineering design services for the above-referenced project. We understand the City is working with local charitable organizations to create a playground for children of all abilities to enjoy. The proposed playground will be an expansion to the existing playground located at Silicato Memorial Park behind the Boys & Girls Club. The playground layout has been identified and will contain three separate play areas with associated equipment. The proposed layout and the associated equipment to be installed are shown on the attached plans dated December 3, 2010, from GameTime/West Recreation, Inc.

We understand the scope of our services are limited to preliminary engineering, topographic survey and site design and permitting services at this phase of the project. At the completion of this work, our office may be requested to provide services for bid procurement and construction administration which will be included under a separate proposal. Funding for the services included in this proposal is provided by the City of Milford and the Delaware Land Water Conservation Trust Fund along with some local, charitable donations.

A description of our proposed scope of services and associated fees for each phase of the work is as follows:

A. PRELIMINARY ENGINEERING SERVICES

Our office will perform the preliminary engineering services necessary to assist with the preparation of project funding applications, coordination with the various parties involved in the project, and any assistance with the purchase of the playground equipment and engineered surfaces for compliance with the requirements of the funding program.

Estimated Fee: \$3,250.00

B. TOPOGRAPHIC SURVEY SERVICES

Davis, Bowen & Friedel, Inc. (DBF) will perform the topographic survey of the project area as required to complete the site design. Features to be identified include the perimeter walking path, existing play equipment and the surrounding grass areas to be utilized for the proposed expansion (totaling approximately one acre). The survey of the approximately 1,100 LF of the existing walking path will include detailed elevation information such that any necessary modifications for compliance with ADA requirements can be identified

Estimated Fee: \$3,000.00

C. SITE DESIGN & PERMITTING SERVICES

Utilizing the survey information obtained above, our office will prepare construction documents for the proposed improvements. Once complete, the plans and specifications will be submitted to the City of Milford, Parks and Recreation Department, for review and comment. After addressing any comments, DBF will submit the construction documents to the Kent Conservation District for erosion and sediment control approval and to the City of Milford for obtaining the building permit. The construction documents to be provided include the following:

- Site Demolition Plan
- Site Layout & Dimension Plan
- Site Grading & Drainage Plans
- Sediment & Erosion Control Plan
- Site Construction Details
- Site Landscape Plan
- Specifications

Estimated Fee: \$21,750.00

Please note the above fee does not include any necessary permitting fees, which will be the responsibility of the City. Additionally, please note the above scope assumes no additional stormwater management measures will be required due to the proposed improvements.

D. EXCLUSIONS/ADDITIONAL SERVICES

The following items have been excluded from this proposal but, if requested, these services can be provided under a separate contract or on a unit price basis in accordance with our attached Schedule of Rates No. 44.

- Boundary Survey Services;
- Geotechnical Services;
- Structural Engineering Services;
- Additional Stormwater Management Design Services.
- Bid Procurement Services;
- Financial Administration Services;
- Contract Administration Services;
- Construction Inspection Services;
- Construction Survey and Stakeout Services;
- Application and Permitting Fees; and
- Reimbursable and Reproduction Costs.

We propose to perform the above-described work for Items A, B, C and any additional services included in Item D on a unit price basis in accordance with the enclosed Schedule of Rates No. 44. No work identified under Item D will be performed without prior authorization from the City. Billing will be submitted monthly based on the actual amount of work completed the previous month. Payment terms shall be in accordance with our attached rate schedule.

Should you find this proposal acceptable, please execute below and return one (1) copy to us for our files. Receipt of a signed copy will be considered as our authorization to proceed.

Mr. Gary Emory
December 18, 2012
Page 4

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

Sincerely,



Erik F. Retzlaff, P.E.
Associate

\\Proposal\Municipal\Milford\P2004A12.001—GE CanDo Playground

Enc.

ACCEPTED BY:

Signature

Date

PRINTED NAME:

DAVIS, BOWEN & FRIEDEL, INC. ("DBF")
SCHEDULE OF RATES AND GENERAL CONDITIONS
 SCHEDULE NO. 44
 Effective June 1, 2006

<u>CLASSIFICATION</u>	<u>HOURLY RATE</u>
Senior Architect	\$135.00
Architect	\$105.00
Senior Landscape Architect	\$135.00
Landscape Architect	\$105.00
Senior Engineer	\$135.00
Engineer	\$105.00
Senior Planner	\$135.00
Planner	\$85.00
Construction Administrator	\$105.00
Traffic Engineer	\$105.00
Geologist	\$105.00
GIS Specialist	\$95.00
Senior Surveyor	\$135.00
Associate Surveyor	\$105.00
Surveyor	\$100.00
Senior Designer	\$100.00
Computer Graphics Designer	\$85.00
Designer	\$95.00
CADD I	\$80.00
CADD II	\$70.00
Computer Administrator	\$85.00
2 Man Field Crew	\$130.00
3 Man Field Crew	\$165.00
GPS Unit (1 man)	\$100.00
GPS Unit (2 man Crew)	\$140.00
GPS Unit (3 man Crew)	\$180.00
Resident Project Representative	\$70.00
Clerical	\$50.00
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.



GAMMA PEG
 COMPANIONING
 & PLANNING PLAY
 *RED=EXISTING

BETA PEG
 BRANCHING & PLANNING
 PLAY

BENCHES, TYP.

ALPHA PEG
 LOOPING & BRANCHING
 PLAY

FUTURE PATH/PLAY TRAIL

GAMMA PEG
ADA ACCESSIBLE SAFETY SURFACING
 - 5,665 SQUARE FEET REQUIRED
 - GTIMPAX POURED-IN-PLACE RUBBER SURFACING
 - 1/2" EPDM WEAR COURSE (50% COLOR/ 50% BLACK)
 - 3" SBR RUBBER IMPACT COURSE (3-1/2" TOTAL THICKNESS)
 - 8' MAXIMUM FALL HEIGHT
 - 203 LINEAR FEET OF CONCRETE CURB
LOOSE FILL SAFETY SURFACING:
 - 3,485 SQUARE FEET REQUIRED
 - GTIMPAX ENGINEERED WOOD FIBERS
 - 12" COMPACTED DEPTH (175 C.Y.)
 - 8' CRITICAL FALL HEIGHT
 - SINGLE LAYER OF GEOTEXTILE FABRIC.
 - TERRAFLOW DRAINAGE SYSTEM.
 - (3) RUBBER WEAR MATS TO BE PLACED BENEATH WOOD FIBER AT SLIDE EXITS AND SWING SEATS.
 - ADA ACCESSIBLE

BETA PEG
LOOSE FILL SAFETY SURFACING
 - 1,840 SQUARE FEET REQUIRED
 - SAND
 - 4' MAXIMUM FALL HEIGHT
 - 118 LINEAR FEET OF CONCRETE CURB

ALPHA PEG
ADA ACCESSIBLE SAFETY SURFACING
 - 1,535 SQUARE FEET REQUIRED
 - GTIMPAX POURED-IN-PLACE RUBBER SURFACING
 - 1/2" EPDM WEAR COURSE (50% COLOR/ 50% BLACK)
 - 3" SBR RUBBER IMPACT COURSE (3-1/2" TOTAL THICKNESS)
 - 8' MAXIMUM FALL HEIGHT
 - 110 LINEAR FEET OF CONCRETE CURB
LOOSE FILL SAFETY SURFACING:
 - 1,765 SQUARE FEET REQUIRED
 - GTIMPAX ENGINEERED WOOD FIBERS
 - 12" COMPACTED DEPTH (90 C.Y.)
 - 8' CRITICAL FALL HEIGHT
 - SINGLE LAYER OF GEOTEXTILE FABRIC.
 - TERRAFLOW DRAINAGE SYSTEM.
 - (2) RUBBER WEAR MATS TO BE PLACED BENEATH WOOD FIBER AT SLIDE EXITS AND SWING SEATS.
 - ADA ACCESSIBLE

ACCESSIBLE PATHWAY
CONCRETE
 - 5,680 SQUARE FEET REQUIRED
CURBING
 - 433 LINEAR FEET REQUIRED



City of Milford - CAN DO PLAYGROUND
Silicato Park - Boys & Girls Club
 Milford, MD
 Representative
 West Recreation Inc. - Phone (800) 233-0529

This play equipment is recommended for children ages 2-5 & 5-12

Minimum Area Required:
 Scale: NTS
 This drawing can be scaled only when in an 11" x 17" format

IMPORTANT: Soft resilient surfacing should be placed in the use zones of all equipment, as specified for each type of equipment, and at depths to meet the critical fall heights as specified by the U.S. consumer Product Safety Commission, ASTM standard F 1487 and Canadian Standard CAN/CSA-Z-614

Drawn By: BLO
 Date: 12/05/12
 Drawing Name: 10-49330-03



*Gerald G. Friedel, P.E.
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.*

December 19, 2012

City of Milford
201 S. Walnut Street
P.O. Box 159
Milford, Delaware 19963

Attn: Mr. Richard Carmean
City Manager

RE: **PROPOSAL**
SCADA Upgrade Implementation Evaluation
City of Milford, Delaware
DBF #052A159.B02

Dear Richard:

Davis, Bowen & Friedel, Inc. is pleased to present this proposal for providing engineering evaluation services to the City of Milford. We understand the City would like to improve the operations, reliability and overall efficiency of its water utility. These improvements will require upgrades to the City's existing Supervisory Control and Data Acquisition (SCADA) system. Prior to proceeding with the upgrades project, an evaluation is needed to review the condition of the existing monitoring and control equipment and to determine the extent of the improvements necessary. Funding for the evaluation will be provided through a planning grant from the **Delaware Office of Drinking Water (ODW)**.

A. ENGINEERING EVALUATION

DBF, with the assistance of our electrical engineering sub-consultant, Carew Associates, Inc., will evaluate the City's production, treatment and storage facilities for upgrades that will provide beneficial improvements in overall system operation, reliability and efficiency. The anticipated scope of services to be provided with this evaluation is as follows:

- Identify all existing controls and monitoring equipment (transducers, meters, etc.) utilized in the water system at the four (4) treatment plants, eleven (11) production wells and three (3) elevated tanks.
- Identify and evaluate the existing communication network.

Mr. Richard Carmean
December 19, 2012
Page 2

- Evaluate the existing water system components (towers, pumps, treatment equipment, well, etc.) for their ability to be monitored and controlled and their compatibility with the rest of the system.
- Prepare a report of the findings with recommendations for all instrumentation to be replaced, modified or added and any other pertinent improvements including associated cost estimates.

Lump Sum Fee: \$17,500.00

B. EXCLUSIONS/ADDITIONAL SERVICES

Excluded from this scope of work are services associated with the following activities. These services, if requested, can be performed by our office on an hourly basis in accordance with our attached Schedule of Rates No. 44.

- Engineering Design services
- Construction Document preparation for the recommended improvements

We propose to perform the above described work for the lump sum listed above. Billing will be submitted monthly based on the percentage of work completed the previous month. Payment terms shall be in accordance with our attached rate schedule.

Should you find this proposal acceptable, please execute below and return one (1) copy to us 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 continuing our work with you on this project. Should you should have any questions or need additional information, please call.

Sincerely,



Erik F. Retzlaff, P.E.
Associate

ACCEPTED BY: _____
Signature Date

DAVIS, BOWEN & FRIEDEL, INC. ("DBF")
SCHEDULE OF RATES AND GENERAL CONDITIONS
 SCHEDULE NO. 44
 Effective June 1, 2006

<u>CLASSIFICATION</u>	<u>HOURLY RATE</u>
Senior Architect	\$135.00
Architect	\$105.00
Senior Landscape Architect	\$135.00
Landscape Architect	\$105.00
Senior Engineer	\$135.00
Engineer	\$105.00
Senior Planner	\$135.00
Planner	\$85.00
Construction Administrator	\$105.00
Traffic Engineer	\$105.00
Geologist	\$105.00
GIS Specialist	\$95.00
Senior Surveyor	\$135.00
Associate Surveyor	\$105.00
Surveyor	\$100.00
Senior Designer	\$100.00
Computer Graphics Designer	\$85.00
Designer	\$95.00
CADD I	\$80.00
CADD II	\$70.00
Computer Administrator	\$85.00
2 Man Field Crew	\$130.00
3 Man Field Crew	\$165.00
GPS Unit (1 man)	\$100.00
GPS Unit (2 man Crew)	\$140.00
GPS Unit (3 man Crew)	\$180.00
Resident Project Representative	\$70.00
Clerical	\$50.00
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.