



GEORGE, MILES & BUHR, LLC



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ENGINEERS

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June 22, 2023

City of Lewes
114 E. 3rd Street
P.O. Box 227
Lewes, DE 19958

Attn: Ann Marie Townshend
City Manager

Re: Alaska Avenue Street & Utility Improvements
Engineering Services Proposal thru Construction
Lewes, Delaware

Dear Ann Marie:

George, Miles & Buhr, LLC (GMB) is pleased to submit our proposal to provide Engineering Services for the referenced project. We understand that these design, bidding, and construction phase, engineering services are related to the rebuild of Alaska Avenue with a porous asphalt pavement system properly integrated into the existing Alaska Avenue right-of-way. The project will include determination of the exact right-of-way location for street infrastructure layout purposes, coordination with GMB's wetlands subconsultant related to disturbance to existing wetlands, coordination with DelDOT regarding their proposed drainage system from the north side of Cape Henlopen Drive, and design/bid/construction phase services related to the final street and utility infrastructure. GMB's work will include the following specific scope.

Scope of Work

- Determination and field survey of the existing Alaska Avenue right-of-way.
- Preliminary field investigation and topographical survey of Alaska Avenue necessary for design purposes.
- Replacement of existing terracotta sewer main and services from Cape Henlopen Drive to a new manhole at the end of the proposed Alaska Avenue paved surface.
- Replacement of the existing 4-inch cast iron water main currently serving SC Tax Map 335-4.20 Parcels 187.00 and 188.00, and replacement with a new 8-inch water main and new and house services to those parcels, and a capped tee fitting for use by the proposed development at SC Tax Map 335-4.20 Parcels 189.00 and 190.00 currently owned by White Bucks, LLC.
- Coordination with the BPW regarding electrical service improvements for design of the street, water, and sewer, infrastructure – no electrical design is included.
- Coordination with DelDOT regarding their proposed Cape Henlopen Drive drainage project and its effect on the Alaska Avenue street design.
- Design the rebuild of Alaska Avenue with the City standard porous asphalt system, and necessary swales to allow drainage to the adjacent wetlands.
- Preliminary design to approximately 50% for use in presenting to BPW/City staff.
- Final design based on the input received at the City/BPW Staff meeting, City and BPW Standards, and generally accepted engineering principles.

- Obtain permits necessary for project construction including, but not limited to DNREC-Wastewater, ODW-Water Approval to Construct, U.S. Corps of Engineers – Wetlands as necessary, DNREC – Subaqueous as necessary, DelDOT as necessary for entrance on to Cape Henlopen Drive, and Sussex Conservation District – erosion and sediment control.
- Bid phase services including coordinating newspaper advertisement, conduct a pre-bid meeting, address bidder questions, issue addenda as necessary, assist the City/BPW at the bid opening, preparation of a bid recommendation including a tabulation of the received bids and a breakdown of City/BPW bid costs.
- Provide construction phase services including the following items:
 - Conduct and prepare minutes for pre-construction conference.
 - Prepare and obtain executed Owner-Contractor agreements, bonds, and insurance certificates.
 - Organize and review shop drawings and surveyor cut sheets.
 - Schedule, conduct and prepare minutes for monthly progress meetings.
 - Resolve construction-related conflicts, questions, etc.
 - Prepare change orders as necessary.
 - Review and approve contractor payment requisitions.
 - Conduct a final inspection.
 - Prepare a final punch list.
 - Prepare as-built records from the contractor’s set of drawings.
 - Review final punch list and recommend City/BPW acceptance (substantial completion).
 - Provide daily resident field representation while work is completed.
 - Complete a 1-year inspection assembling a final punchlist and recommending final approval to the City.

Fee Estimate

City of Lewes Services

Design & Bid Phase Services.....	\$28,500
Construction Phase Services.....	\$25,000

BPW Services

Design & Bid Phase Services.....	\$28,500
Construction Phase Services.....	\$25,000


We would bill for our services on an hourly basis plus reimbursable expenses per our standard procedure. We will contact you upon reaching 50% of the estimated fees and discuss any issues related to completing the project within the estimated budget amount.

Schedule

We expect the design to commence immediately upon receipt of an executed proposal, with the 50% design ready for presentation to the City by August 2023. We would expect the project to bid in October/November 2023 such that construction would begin at the beginning of 2024. We would expect construction to be completed by May 2024.

If this proposal is acceptable to the City and the BPW, please execute in the spaces provided below and return one (1) copy to this office. If you have any questions, please contact me at 302.628.1421. Thank you.

Sincerely,



Charles M. O'Donnell, III, P.E.
Sr. Vice President, Project Director

Enclosures

ACCEPTED FOR THE CITY OF LEWES:

By: _____

Title: _____

Date: _____

ACCEPTED FOR THE LEWES BOARD OF PUBLIC WORKS:

By: _____

Title: _____

Date: _____



GEORGE, MILES & BUHR, LLC

SCHEDULE OF HOURLY RATES & EXPENSES

HOURLY RATES

Effective December 29, 2022

CLASSIFICATION	HOURLY RATE
Senior Project Director	\$ 185.00 - \$ 225.00
Project Director	\$ 160.00 - \$ 205.00
Senior Project Manager	\$ 135.00 - \$ 185.00
Project Manager	\$ 115.00 - \$ 160.00
Assistant Project Manager	\$ 115.00 - \$ 155.00
Senior Project Engineer/Architect/Landscape Arch	\$ 115.00 - \$ 155.00
Senior Environmental Scientist	\$ 100.00 - \$ 155.00
Project Engineer/Architect/Landscape Arch	\$ 105.00 - \$ 145.00
Graduate Engineer/Architect/Landscape Arch	\$ 95.00 - \$ 140.00
Environmental Scientist	\$ 70.00 - \$ 135.00
Senior Designer	\$ 90.00 - \$ 145.00
Designer	\$ 75.00 - \$ 115.00
CADD Operator	\$ 70.00 - \$ 100.00
Construction Representative	\$ 90.00 - \$ 135.00
Resident Project Representative (RPR)	\$ 65.00 - \$ 125.00
Senior Project Coordinator	\$ 90.00 - \$ 125.00
Project Coordinator	\$ 65.00 - \$ 115.00
Surveyor	\$ 95.00 - \$ 135.00
Survey Crew Chief	\$ 70.00 - \$ 120.00
Survey Technician	\$ 40.00 - \$ 80.00
Administrative/IT Support	\$ 50.00 - \$ 115.00
GIS Specialist	\$ 60.00 - \$ 95.00
Senior Technician	\$ 60.00 - \$ 125.00
Technician	\$ 40.00 - \$ 75.00

EXPENSES

All items per each, unless noted.

Internal:

Photocopies:

Black & White \$ 0.20

Color \$ 0.50

Prints/Plots:

Black & White/Color \$ 0.50 /s.f.

Mylar \$ 2.00 /s.f.

Travel:

Mileage \$ 0.655/mile*

Subsistence (Meals & Lodging) At Actual Cost

Overnight/Immediate Delivery At Actual Cost

Survey Crew Rates

2 person crew \$ 130.00/hour

3 person crew \$ 150.00/hour

Other:

Electronic Media Copies/Transfers/File \$ 300.00/file

Website Project File Sharing \$ 1.00/MB/month

Construction Management Software \$ 200.00/month

Surveying Equipment/Total Station Only \$ 35.00 /day

Surveying Equipment/Total Station + GPS Unit \$ 150.00 /day

* Adjusted annually in accordance with the Internal Revenue Service Directives

GENERAL CONDITIONS

(Effective July 1, 2021)

AGREEMENT

The term "Agreement" refers to the undertaking by George, Miles & Buhr, LLC ("GMB") to perform Services described in the attached Proposal and these General Conditions. The Agreement shall become effective upon acceptance by Client of the attached Proposal and General Conditions, which when acknowledged in writing, are authorization to proceed. The Agreement is between Client and GMB, and their respective partners, divisions, affiliates, members, successors and assigns, both of whom promise not to transfer or assign any interest in the Agreement without the other party's written consent. The Agreement supersedes all prior written proposals or negotiations and is conditioned upon Client's acceptance of these General Conditions. No modification of the terms of the Agreement or General Conditions shall be valid unless authorized in writing by both parties. If additional services are required by Client, GMB will provide the services when authorized in writing and documented to do so by Client.

FEES, RETAINER

Any estimate of the fees and expenses that GMB expects to incur in providing Client with services outlined in the attached Proposal is not a maximum or lump sum fee. Client understands and agrees that the final billing may be more or less than the estimate. Fees for services will be adjusted if there are changes to the scope or schedule, as defined in the Proposal including supporting drawings, schedules and exhibits. If GMB does not have an established relationship with the Client, a retainer will be requested approximating the value of services for a minimum of sixty (60) days and will be credited to the final invoice. A Schedule of Hourly Rates & Expenses is attached to and incorporated as part of the Proposal. Unless otherwise noted, all proposals are valid for a period of 90 days from the date of the proposal.

INVOICES

Invoices are due upon receipt. If an invoice is outstanding beyond thirty (30) days of the invoice date, interest will be charged at a rate of one percent (1%) per month and GMB reserves the right to stop providing services and to withdraw all permit applications. Further, if GMB has to refer any delinquent billing to an attorney for collection, Client agrees to pay GMB its reasonable attorney's fees and expenses of collection, to include, without limitation, all litigation related expenses and expert witness fees, plus 25%.

EXPENSES

Client agrees to pay GMB for internal expenses in accord with Schedule of Hourly Rates and Expenses charged for those items that are specific to the project, including, but not limited to, subcontracted consultants, permit fees, reproduction expenses, renderings, models, etc. GMB will invoice external expenses at cost plus 10%.

LIABILITY & CLAIMS

Client agrees to limit GMB's liability related to errors and omissions to an amount not to exceed the total fee for the project or GMB's available professional liability insurance coverage for that year, whichever is less. GMB will not be responsible for any liabilities arising from Client's negligent acts or errors, or from any entity whose conduct is not subject to GMB's control. Client acknowledges the inherent risks associated with construction. GMB will provide services with a standard of care exercised by licensed architects and engineers. At least 30 days prior to making any claim against GMB, Client agrees to provide GMB a Certificate of Merit issued by an architect or engineer, licensed by the state in which the project is located, specifically describing

every error or omission which the issuer believes to be a violation of the standard of care. If Client makes a claim or brings legal action against GMB for any services under this Agreement, and fails to prevail, Client agrees to pay all legal and other expenses incurred by GMB in its defense, including, but not limited to, attorney's fees, court costs, expert witness fees, etc.

INSTRUMENTS OF SERVICE

All work products, including those in electronic form, prepared by GMB and GMB's consultants are Instruments of Service for use solely with respect to this project. The Client shall be permitted to authorize Contractor, Subcontractors and material or equipment suppliers to reproduce applicable portions of the Instruments of Service appropriate to and for use in their execution of the work. Any unauthorized use of the Instruments of Service shall be at the Client's sole risk and without liability to GMB and GMB's consultants. No alterations shall be made to the Instruments of Service by the Client and/or any representative of the Client without the written permission of GMB and GMB's consultants. Copies of electronic media, if requested and approved, will be invoiced to the Client and due upon receipt.

APPROVALS

GMB has no control over governments and their agencies in granting approvals. Therefore, GMB cannot guarantee the timeframe for, or the cost of services incidental to, obtaining approvals from governments or governmental agencies. If the type or level of services as originally defined are revised or changed during our assignment, the fee for our services from that point forward will be subject to negotiation.

TERMINATION/SUSPENSION OF WORK

Client or GMB each may terminate the Agreement with fifteen (15) calendar days written notice; Client agrees to pay for all services provided by GMB up to the date of termination. Project delays and suspension of the project for more than 30 days, may result in additional cost to resume work. Client agrees to pay such costs before work resumes if said delays are attributable to the Client.

CONSTRUCTION SAFETY

Client agrees to require general or subcontractor to indemnify, defend and hold GMB harmless against claims arising from unsafe site conditions.

CONSTRUCTION ESTIMATES

GMB has no control over the cost of labor, materials, equipment and services provided by others or over the contractor's methods of determining prices and does not warrant or guarantee construction estimates.

CONSTRUCTION SCHEDULES

GMB has no control over the means, methods and techniques of construction employed by contractors, the timing of government approvals or the delivery of materials and equipment. The Client agrees that any construction schedule prepared by GMB is approximate and will not be the basis for a claim.

HAZARDOUS MATERIALS

Client agrees to defend, indemnify and hold GMB harmless for any and all liabilities, claims, costs and expenses, including, but not limited to, litigation expenses, attorney's fees, and expert witness fees, which relate in any way to the presence of any hazardous or toxic materials on the project.

GOVERNING LAWS; VENUE

The Agreement shall be interpreted in accordance with the laws of the State of Maryland. The venue for any dispute arising out of the Agreement shall be, at the sole discretion of GMB, the Circuit Court for Wicomico County, Maryland or the federal courts within the State of Maryland.