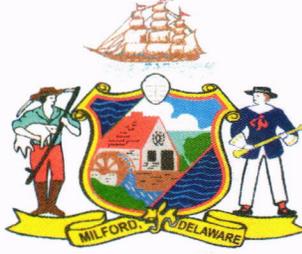


City of Milford



CITY COUNCIL AGENDA

August 22, 2016 - 7:00 P.M.

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

COUNCIL MEETING

Call to Order - Mayor Bryan Shupe

Invocation

Pledge of Allegiance

Recognition

Communications & Correspondence

City of Milford/Downtown Development District Designation

Unfinished Business

Adoption/Ordinance 2016-13/Chapter 165/Parks & Recreation Code Amendment

Adoption/Resolution 2016-12/Parks & Recreation Fees

New Business

Bid Award/DBF/Fisher Avenue Pump Station Project

Authorization/DBF Proposal Amendment 0052A019.B01/NE Front & Route 1 Water & Sewer Realignment

Appointment/Kent County Sewer Advisory Board/City Public Works Director

St. John the Apostle Church/2017 Oktoberfest/Chapter 77/Alcohol Waiver & Street Closure*

Downtown Milford, Inc./Eat in the Street Event/Chapter 77/Alcohol Waiver & Street Closure*

Police Committee Recommendation/Redstone Contract/Update 2011 Police Analysis*

Police Committee Recommendation/Body Camera System Purchase*

Recess into Executive Session

{Pursuant to 29 Del. C. §10004(b)(4)} (Collective Bargaining Updates)

{Pursuant to 29 Del. C. §10004(b)(2)} (Preliminary discussions on Site Acquisitions)**

Return to Open Session

Teamsters Local 326 Contract

IBEW Potential Contract

Potential Land Purchase**

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.

080416 *081716 Added by Police Committee Chairman per Meeting & Information Received this Date **081716 Late Addition by City Manager via E-mail



Downtown Development Districts (DDD) Program Expands

Date Posted: *Wednesday, August 10th, 2016*

Categories: [Office of Governor Markell](#)

Governor Markell designates new districts in Smyrna, Milford, Harrington, Georgetown and Laurel

- **Governor Markell made the expansion announcement during an event on Wednesday in Downtown Smyrna**
- **Since last year, \$14 million in Downtown Development Districts grant funding has leveraged more than \$200 million of private investment in Wilmington, Dover and Seaford.**
- **Smyrna Mayor: DDD designation will “ignite even more progress.”**
- **Funding round for large projects is scheduled to begin in early September**
- **Lawmakers unanimously approved the DDD program in 2014**

Smyrna, DE – Governor Jack Markell on Wednesday announced a statewide expansion of Delaware’s Downtown Development Districts program, significantly building on the state’s efforts to redevelop Delaware’s commercial business districts and drive private investment in towns and cities.

Governor Markell officially designated five new Downtown Development Districts – in Smyrna, Harrington, Milford, Georgetown and Laurel. Investors who make qualified improvements to residential, commercial, or industrial properties in those districts now may qualify for state and local development incentives, including 20 percent state grant rebates.

“The Downtown Development Districts program already is driving major investment in our cities, from Market Street in Wilmington to the banks of the Nanticoke River in Seaford,” **said Governor Jack Markell**. “More Delawareans than ever want to live and work in walkable, urban areas. This expansion will help meet that demand by encouraging private development of downtown areas statewide.”

Since early 2015, the Downtown Development Districts program has helped finance major new private development in the original districts in Wilmington, Dover and Seaford, with \$14 million in state grant funding leveraging more than \$200 million of private investment. Governor Markell made the expansion announcement in downtown Smyrna on Wednesday morning, joined by local officials representing the new districts.

Quotes from new DDD representatives

“We are excited about the transformation that will occur in the next few years in Downtown Smyrna. Smyrna has been working hard to grow our Downtown, and the Downtown Development District designation will help ignite even more progress and at a quicker pace,”

said Smyrna Mayor Joanne Masten. “The grant program will open doors for our wide range of developers and business owners with opportunities to further strengthen our town. We’re grateful that Governor Markell has made this initiative available to so many wonderful downtowns in Delaware.”

“We are extremely excited about our selection as a Delaware Development District partner with the State of Delaware,” **said Milford Mayor Bryan Shupe.** “The Downtown Development District application process has been a great experience for the City of Milford. It has allowed us to explore and evaluate the public and private, commercial, and residential assets within the downtown district.

“Determining an overall economic development strategy that encourages private investment from existing businesses and home owners as well as prospective investors, the City of Milford has created a series of incentives that rewards individuals and businesses that enhance the quality of living within the district,” **Shupe said.** “The benefits created by the State of Delaware DDD program, including the potential for grants up to 20 percent of hard costs for private investments, will create a vibrant economic environment where public-private partnerships can create jobs and further economic opportunities in downtown Milford.”

“Harrington is very honored to accept the Governor’s Downtown Development District Designation and I feel this is exactly what Harrington needs to jumpstart its Downtown Revitalization,” **said Harrington Mayor Anthony R. Moyer.** “The City recently adopted a Downtown Development District Plan with input from the community, various organizations, downtown businesses and a Downtown Task Force with support from the City Council and Planning Commission. The Plan would not have been possible without the Neighborhood Building Blocks Grant Fund.

“A special thanks to our City Manager, Teresa Tieman, and her staff, as well as Debbie Pfeil and Lauren Good of KCI Technologies, Inc. for leading the efforts with these initiatives and the very competitive designation application,” **Moyer said.** “The City recently approved five District specific incentives and ten other citywide incentives, created several development resources, and ensured infrastructure was in place. With this designation, our Downtown is certain to prosper, maintain its character, and be the center of our community.”

“The Town Council and I are committed to the revitalization of our downtown and firmly believe this designation, combined with significant local incentives, will help kick start both residential and commercial investment within our main commercial district,” **said Georgetown Mayor Bill West.** “Initial efforts will be to complete our implementation plan, communicate the designation to all properties within the district boundaries, and invite new and existing projects to take advantage of this opportunity. We appreciate the continued support from both the Office of the Governor and the Delaware Legislature for this worthwhile program. We look forward to the positive impact of this designation on the Town of Georgetown.”

“The development district designation will give Laurel a very important new tool to stir new development along broad creek to support eco tourism, establish new businesses and revitalize homes in our historic area,” **said Laurel Mayor John Shwed.**

DDD Background

The DDD program, administered by the Delaware State Housing Authority, was created by legislation proposed by Governor Markell and passed unanimously in May 2014 by the General Assembly. In January 2015, Governor Markell designated the downtown areas of Seaford, Dover and Wilmington as Delaware’s first three Downtown Development Districts.

To incentivize development, applicants receiving DDD grants are eligible for up to 20 percent of their construction costs in the form of a rebate. Grants are awarded only when projects are complete. Local incentives also are available for qualifying projects.

In Laurel, for example, local incentives include property tax relief and coordinated cross-agency efforts to help investors build homes, promote homeownership and rehabilitate vacant properties. Smyrna is offering business consulting services, discounted utility charges and assistance from a Revolving Loan Fund for Downtown Development District investors.

Downtown Development District Incentives

In early September, the Delaware State Housing Authority will launch a new funding round for large projects in each of Delaware’s Downtown Development Districts. Nearly \$8 million in funding will be available for projects statewide. Applications to fund small projects – defined as investments of less than \$250,000 in a designed downtown district – are accepted on a rolling basis.

“We’re thrilled to work with homeowners, developers, and small business owners to drive investment in all of the newly-designated districts,” **said Anas Ben Addi**, Director of the Delaware State Housing Authority. “This program is working, and we’ve seen the proof in Wilmington, Dover and Seaford. We look forward to even more progress statewide.”

Governor Markell announced in March that the DDD program would expand through new district designations. Delaware’s Office of State Planning Coordination led the process to review the applications and designate the new districts. Applications were scored based on the town or city’s need for Downtown Development District incentives, the jurisdiction’s downtown revitalization plan, and the creativity of its incentive package.

“All of Delaware’s towns and cities are unique, and I am so pleased that we were able to expand this program to the five diverse communities being recognized today: Laurel, Harrington, Smyrna, Milford and Georgetown,” **said State Planning Director Constance Holland**. “The best part of this program is that it supports such a wide range of redevelopment activities so each town can thrive. This program demonstrates that the state supports all of our local governments and their visions of economically vibrant, healthy, and complete communities.”





Sussex County Association of Towns

20 W Fourth Street, Blades, Delaware 19973

Town of Bethany Beach

Town of Bethel

Town of Blades

Town of Bridgeville

Town of Dagsboro

Town of Delmar

Town of Dewey Beach

Town of Ellendale

Town of Fenwick Island

Town of Frankford

Town of Georgetown

Town of Greenwood

Town of Henlopen Acres

Town of Laurel

City of Lewes

City of Milford

Town of Millsboro

Town of Millville

Town of Milton

Town of Ocean View

City of Rehoboth Beach

City of Seaford

Town of Selbyville

Town of Slaughter Beach

Town of South Bethany

Sussex County Council

S.C.A.T. Dinner for Wednesday, September 7th, 2016

LOCATION: Bridgeville Fire Hall
315 Market Street
Bridgeville, DE

TIME: 6:00 pm - Social (cash bar, beer & wine only)
6:30 pm - Dinner

HOST: Town of Bridgeville

SPEAKER: Jennifer DeMooy
DNREC, Delaware Division of Energy & Climate
Presentation on "Green Infrastructure for Stormwater Management"

COST: \$27.00

MENU: Roast Beef & Dumplings
Chicken Salad
Mashers & Gravy
Winter Mix Veggies
Cole Slaw
Baked Pineapple
Yeast Rolls & Butter
Tea or Coffee
Dessert: Apple Dumpling & Ice Cream

For reservations, please contact Peggy Smith at the Town of Bridgeville 302-337-7135 or via email at psmith@ddmg.net no later than **TUESDAY, AUGUST 30TH, 12 NOON.**

Please make checks payable to the Town of Bridgeville
Attention: Peggy Smith
Town of Bridgeville
101 North Main Street
Bridgeville, DE 19933

Reminder: S.C.A.T. Steering Committee Breakfast
Friday, September 9th at 9AM, AREANA's Delaware Coastal Airport



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

THURSDAY, SEPTEMBER 22, 2016

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

DINNER: 6:30 P.M. – 7:15 P.M.

PROGRAM: 7:15 P.M.

PROGRAM:

The DLLG is pleased to kick off the new fiscal year with a full program to discuss and review four key services offered to members:

- Legislative report card on League results in the 148th General Assembly presented by Lobbyist Mark Lally.
- Homeland security grants and training opportunities presented by League Consultant Joe Hughes.
- Update on new DFIT self-funded insurance program events presented by Public Sector Director Terri Desanto and Trustee Chair Ted Becker.
- Municipal and County training schedule presented by University of Delaware IPA League Partner Julia O’Hanlon.

The League will also be honoring the 2016 Town/City Manager of the Year and Municipal Clerk of the Year. The DLLG wishes to thank PNC Bank for sponsoring the annual dinner meeting.

Next Meeting: Thursday, October 27, 2016

WE MUST HAVE YOUR RESERVATIONS NO LATER THAN SEPTEMBER 16, 2016

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

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

PLEASE LIST THE NAMES OF THOSE ATTENDING

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

- () Check enclosed for () dinners @ \$30 each
- () Payment will be made at the door
- () Check mailed for () dinners @ \$30 each

ORDINANCE 2016-13

WHEREAS, One of the missions of the City of Milford is to enhance the community's quality of life by providing well-designed and properly maintained parks, facilities and recreational opportunities for all residents; and

WHEREAS, it is necessary to amend Chapter 165 of the City of the City of Milford to provide for more efficient and effective operations of the City of Milford Parks and Recreation areas; preserve park facilities for long-term use; promote recreational opportunities for the community; and protect the health, safety and welfare of its citizens and all park users.

NOW, THEREFORE, Be It Ordained by the City of Milford that:

Section 1.

Chapter 165 of the Code of the City of Milford, entitled Parks and Recreation, is hereby amended as indicated below:

Chapter 165 - PARKS AND RECREATION

ARTICLE I - General

§ 165-1. - Definitions.

DIRECT ROUTE — The shortest and most direct path a person may travel to access the pedestrian bridge for the purpose of reaching the opposite side of the Bicentennial Park without any detour or additional stop in the park along the way.

~~**PARK AREA** — All city parks, playgrounds, recreation fields and areas.~~

PARK — The term park or park area includes all parks, playgrounds, recreation centers and fields, water areas, riverwalks, greenways, trails, nature preserves or other recreational areas and facilities thereon, under the jurisdiction, control or ownership of the City.

PARKS AND RECREATION DIRECTOR — City of Milford Parks and Recreation Director and any employee or designee thereof.

PERMIT—Document issued by or under the authority of the Parks and Recreation Director granting use of reserved park/facility area and which sets forth terms and conditions applicable thereto.

PERMITTEE — ~~Person granted and receiving approved permit.~~ Individuals, firms, associations, corporations, nonprofits and/or a combination thereof granted and receiving approved permit.

SPECIAL EVENT — Any outdoor meeting, activity, parade, gathering or group of persons, vehicles, or a combination thereof having a common purpose, design or goal, upon any public street, sidewalk, alley, park, beach or other public property, place or building, in a park or facility which special event substantially inhibits the usual flow of pedestrian or vehicular travel or which occupies any outdoor park area of any public area or building which results in use preempting normal use otherwise to be made of the area by the general public or which deviates from the established or customary use. ~~The term "special event" shall not be construed to include a funeral procession.~~

§ 165-2. – Fees **Fee Schedule**.

~~Fees for permits and services required by this chapter shall be established by resolution of City Council.~~ The list of park facilities and fees, based on the number of hours requested, shall be established by resolution of City Council.

§ 165-3. - Enforcement.

- A. The Milford Police Department, Code Enforcement Officials and Parks and Recreation Director shall enforce this chapter.
- B. Any city employee authorized to enforce this chapter, as provided herein, has the authority to eject from a park facility any person in violation of this chapter or any other law.

ARTICLE II - Parks and Recreation Rental Rules and Regulations.

§ 165-4. - Purpose.

The purpose of this article is to establish rules and regulations governing the operation and use of park and recreation facilities including established and designated park, picnic areas, buildings and shelters devoted to recreational purposes, athletic fields, bocce ball courts and other recreational areas and facilities, and the parking areas provided in connection therewith which are located within the Milford City limits, for the end and purpose that the public may obtain the maximum enjoyment and utilization thereof in accordance with the purposes intended, and that the facilities may be conserved and protected for the public good.

§ 165-5. - Hours.

A. All public parks, owned and operated by the City of Milford, shall be closed from sunset to sunrise daily, except where otherwise posted or permitted.

Exceptions:

- (1) Bicentennial Park-Persons traveling by foot or bike from the Franklin Street area to the Northeast Front Street area, or reverse, shall only be by direct route and must immediately exit the park upon completion.
 - (a) Persons found congregating, standing, loafing or remaining in the park when required to take the direct route when the park is closed shall be considered in violation of this chapter.
- (2) Parks owned by City of Milford but managed and operated by Milford Little League.
- (3) Any other exception to the hours of operations shall require the approval of City Council.
- (4) Notice of any permitted exception must be provided to the Milford Police Department.

B. Any park or portion thereof may be closed to the public by the Parks and Recreation Director at any time and for any interval of time or for certain uses as he/she finds reasonably necessary.

§ 165-6. - Rules and regulations.

- A. Patrons shall remove all trash that is brought into the park.
- B. Dogs and other pets are not permitted in the parks during rentals or special events.
- C. Deposit shall be refunded only after buildings, grounds and/or equipment is inspected and found to be clean and without damage.
- D. No alcoholic beverages permitted. Refer to Chapter 77 of the City of Milford Code.
 - (1) Exception and Regulations.
 - (a) Alcoholic beverages may be sold and consumed at special events in parks only upon City Council approval of the written request to the City of Milford and receipt of the applicable permit from the State of Delaware Alcoholic Beverage Control Commission.
 - (b) The point of sale and consumption must be within a confined and designated service area with identified entrance/exit and barriers, low fencing, chains and stanchions or similar materials that will serve to define the area and restrict access.
 - (c) No alcohol may be taken outside the confined service area and is strictly prohibited on city streets and sidewalks beyond the boundaries of the designated area as posted by the event organizer.
 - (d) The event organizer is required to provide event identification to those persons twenty-one years of age or older who intend to purchase and consume alcohol at the special event in the park.
 - (e) Underage persons may be present in the confined service area if accompanied by a responsible adult.
 - (f) The Parks and Recreation Director will conduct an on-site inspection prior to the start of the event to ensure compliance with Article II of this code.
 - (g) Persons may only possess and consume alcohol made available at the event. No alcoholic beverages may be brought into the event.
 - (h) For safety reasons, all alcohol beverages must be served and consumed in plastic or paper cups or non-breakable containers.
 - (i) The event organizer must provide temporary or portable toilets. Such number will be determined by the Parks and Recreation Director whose decision will be based on the proposed number of attendees. Such temporary or portable toilets must be removed from the event site within twenty-four hours after the conclusion of the event for which the permit was granted.
 - (j) A security deposit, as determined by the Parks and Recreation Director and based on the anticipated number of participants, shall be paid at the time the organizer enters into an agreement for the use of the park. Security deposit will be refunded only if the area is left in good and undamaged condition and free of litter after a determination by the Parks and Recreation Director. Security deposit shall be forfeited for repair or maintenance time to clean up the area. The security deposit is a separate payment than the rental fee. Refer to 2.03(c).
- E. The Parks and Recreation Director shall determine whether permittee is required to hire Special Duty Police Officers from the Milford Police Department.
- F. It is the responsibility of the permittee to rent portable restrooms if required.
- G. Noise levels must comply with Chapter 157 of the City of Milford Code.
- H. Special event hours are restricted to the following times:

- (1) Monday-Saturday 9:00 a.m. to dusk.
- (2) Sunday 12:00 noon to 7:00 p.m.
- I. Fire, health and safety regulations must be obeyed at all times.
- J. The Parks and Recreation Director reserves the right to refuse any application, revoke any approval of accepted application and/or cancel the proposed event which has been previously approved.

§ 165-7 – Application & Permit.

The Park, Pavilion or Equipment Reservation Application must be completed and signed by the applicant. Approval by the Milford Parks and Recreation Department is required. Upon approval by the Milford Parks and Recreation Director, a permit shall be issued.

Permits shall be required for the exclusive or special use of park grounds, areas, trails or facilities when they are otherwise closed to the public.

Permit must be in the permittee's possession in order to enforce its privileges, including asking individuals to move from the designated reserved space.

§ 165-8. - Hold harmless agreement & Certificate of Liability.

A Hold Harmless Agreement, releasing the City of Milford and its agents from all injury and liability of any kind arising from permittee's use and occupancy of city property must be signed by permittee and received by Milford Parks and Recreation Department before any permit will be issued.

A minimum of \$1 million liability insurance is required by a Special Event Permittee. Named as additional insured on the certificate shall be the City of Milford, its agents, officers, employees and volunteers. This certificate must be provided to the City of Milford for review no less than fifteen (15) days prior to the event.

ARTICLE III – Renting Prohibited

~~§ 165-9. – Facility rental; public access.]~~

~~Facilities funded by a source other than the City of Milford shall not be rented for an exclusive use. Such facilities are considered open to the public and cannot be denied access.~~

ARTICLE III – Smoking Prohibited.

§ 165-9. – Smoking.

Smoking is strictly prohibited in the parks.

ARTICLE IV - Milford Dog Park

§ 165-10. - Creation.

There is hereby established within the City of Milford a dog park for the purpose of allowing the off-leash exercise of dogs, provided that such dog is under the control of an owner/handler who is competent and knowledgeable relative to the behavior of said dog(s).

§ 165-11. - Rules and regulations.

As a condition of entering the Milford Dog Park, dog owners and handlers must read and agree to be bound by the following rules and regulations:

- (1) Park is open sunrise to sunset only.
- (2) All dogs must be licensed and wear current license and vaccine tags.
- (3) Dog owners/handlers assume all risks for injury or loss of any kind to themselves and their dogs.
- (4) Dog owners/handlers are legally responsible for any damage caused by the dog.
- (5) Dogs must be on a leash and under control at all times outside the fenced area.
- (6) Owners/handlers must carry a leash at all times and closely supervise their dogs. At no time may the owner/handler exit the fenced area without his/her dog(s).
- (7) Only people with dogs are permitted in the fenced area.
- (8) Each owner/handler must be above the age of 13 and shall not supervise more than two dogs while in the park.
- (9) Excessive barking is prohibited; dogs barking excessively must be removed.
- (10) Dogs exhibiting aggressive behavior are to be removed immediately.
- (11) Any waste left by the dog must be picked up immediately and properly disposed of in the containers provided. Owners/handlers may use old grocery sacks/bags.
- (12) Owners/custodians must fill any holes created by their dogs and report any observations of gaps or weaknesses in the boundary fencing to the Parks and Recreation Department.
- (13) No human or dog food, including treats, are allowed in the park for any reason.
- (14) Prohibited from entering the park are dogs with sickness, female dogs in heat, puppies under four months of age and all other domestic animals.
- ~~(15) Smoking is strictly prohibited in the park.~~

§ 165-12. - Violations; Penalties.

Infraction of the rules as stated in § 165-11 may result in temporary or permanent loss of park privileges. All other state and local laws apply.

ARTICLE V - Penalty for Violations.

§ 165-13. - Fines.

Any person found violating any clause or provision of any section of this chapter shall be fined not less than \$50.00 and not more than \$250.00, for each offense upon conviction thereof.

Section 2.

Dates.

Introduction: August 8, 2016

Adoption: August 22, 2016

Ordinance shall become effective ten days following its adoption.

City of Milford



SECTION 1.02 OF CHAPTER 165 OF THE CITY OF MILFORD CODE ENTITLED PARKS AND RECREATION AUTHORIZES CITY COUNCIL, THROUGH RESOLUTION, TO ESTABLISH FEES AND CHARGES FOR PARKS AND RECREATION PERMITS AND SERVICES

RESOLUTION 2016-12

Parks and Recreation Permit & Service Fees

WHEREAS, the Charter of the City of Milford provides that all administrative fees be set by Ordinance; and

WHEREAS, the user fee schedule utilized by Milford Parks and Recreation requires the approval of Milford City Council; and

WHEREAS, Chapter 165 of the City of Milford Code entitled "Parks and Recreation" authorizes City Council to establish fees through the adoption of a Resolution; and

WHEREAS, the fees contained in this Resolution shall be effective ten days following its adoption to coincide with that of Ordinance 2016-13; and

WHEREAS, Resolution 2014-09 is hereby rescinded.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Mayor and Council of the City of Milford, the following Parks and Recreation Permit and Service Fee Schedule is hereby authorized:

(Rates shown are based on four-hour increments)

INDIVIDUALS & NON-PROFIT (501c3) RENTERS:	
<u>LOCATION</u>	<u>4-Hour Rate</u>
Parks and Pavilions MANDATORY DEPOSIT	\$50
Bicentennial Park & Pavilion (Adjacent Mispillion Riverwalk & Northeast Front Street Parking lot)	\$50
Memorial Park South (Adjacent to Mispillion Riverwalk behind Calvary United Methodist Church off Southeast Second & Franklin Streets)	\$75
Optional: Basketball Court	\$25
Marvel Square Park & Pavilion (Located behind the Milford Parks & Recreation Department at 207 Franklin Street)	\$75
Riverwalk Basketball (One) Court (Memorial Park South along the Riverwalk)	\$25
Banneker Basketball Court & Park (Banneker School Park off Fourth & North Streets (Two Courts & Adjacent Green Areas)	\$50
Field Adjacent to Milford Boys & Girls Club	\$75

FOR-PROFIT RENTERS:	
<u>LOCATION</u>	<u>4-Hour Rate</u>
Parks and Pavilions MANDATORY DEPOSIT	\$100
Bicentennial Park & Pavilion (Adjacent Mispillion Riverwalk & Northeast Front Street Parking lot)	\$100
Memorial Park South (Adjacent to Mispillion Riverwalk behind Calvary United Methodist Church off Southeast Second & Franklin Streets)	\$150
Optional: Basketball Court	\$50
Marvel Square Park & Pavilion (Located behind the Milford Parks & Recreation Department at 207 Franklin Street)	\$150
Riverwalk Basketball (One) Court (Memorial Park South along the Riverwalk)	\$50
Banneker Basketball Court & Park (Banneker School Park off Fourth & North Streets (Two Courts & Adjacent Green Areas)	\$100
Field Adjacent to Milford Boys & Girls Club	\$150

INCIDENTAL PARK USAGE FEE/FOR PROFIT RENTERS*	
<u>Location</u>	<u>Fee</u>
Open Park Space* Only (Pavilions or Basketball Courts not Included) Per Occurrence (2 Hours or Less)	\$25
*Any Open Park area (Includes existing Mispillion River Floating Kayak Dock)	

BE IT FURTHER RESOLVED that the preceding Parks and Recreation Permit and Service Fee Schedule shall become effective September 2, 2016.

Approved and Adopted on August 22, 2016 by a majority vote of Milford City Council.

Mayor Bryan W. Shupe

Attest

City Clerk

INDEPENDENT NEWSMEDIA

110 Galaxy Drive • Dover, DE • 19901 • 1-800-28

State of Delaware:

County of Kent:

Before me, a Notary Public, for the County and State aforesaid, to me to be such, who being sworn according to law deposes President of Independent Newsmedia Inc. USA, the publisher of **News**, a daily newspaper published at Dover, County of Kent, and that the notice, a copy of which is hereto attached, as published in its issue of July 12, 19 & 26, 2016

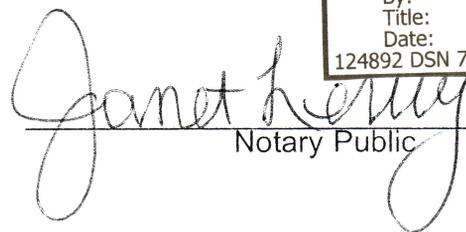


President
Independent Newsmedia Inc. USA

Sworn to and subscribed before me this 26th

Day of July

A.D. 2016



Notary Public

ADVERTISEMENT FOR BIDS

Sealed Bids, in duplicate, for the construction of the **Fisher Avenue Pump Station Rehabilitation Project** will be received by the **City of Milford**, at the office of the **City of Milford, City Hall, 201 South Walnut Street, Milford, Delaware 19963**, until **2:00 PM** local time on **August 11, 2016**, at which time the Bids received will be publicly opened and read.

The Project consists of the rehabilitation of an existing wastewater pumping station and shall include but not limited to new pumps, pump motors, HVAC, air burst system, odor control, electrical, mechanical, controls, and other appurtenances. Work includes furnishing all equipment, material, and labor for the work described in the contract document drawings and specifications.

Bids will be received for a single prime Contract. Bids shall be on a lump sum and unit price basis.

The Issuing Office for the Bidding Documents is: **Davis, Bowen & Friedel, Inc., 23 North Walnut Street, Milford, Delaware 19963, (302) 424-1441**. Prospective Bidders may examine the Bidding Documents at the Issuing Office on Mondays through Fridays between the hours of **8:00 AM to 5:00 PM**, and may obtain copies of the Bidding Documents from the Issuing Office as described below.

Bidding Documents also may be examined at the **City of Milford, City Hall, 201 South Walnut Street, Milford, Delaware 19963, (302) 424-3172**, Mondays through Fridays between the hours of **9:00 AM to 4:00 PM**.

Bidding Documents are available on compact disc (as portable document format (PDF) files) and printed form. They may be obtained from the Issuing Office either via in-person pick-up or via mail, upon Issuing Office's receipt of payment for the Bidding Documents. The non-refundable cost of Bidding Documents is \$150.00 per set, payable to Davis, Bowen & Friedel, Inc., plus any non-refundable shipping charge. Upon Issuing Office's receipt of payment, Bidding Documents will be sent via the prospective Bidder's delivery method of choice; the shipping charge will depend on the shipping method chosen. The date that the Bidding Documents are transmitted by the Issuing Office will be considered the prospective Bidder's date of receipt of the Bidding Documents. Partial sets of Bidding Documents will not be available from the Issuing Office. Neither Owner nor Engineer will be responsible for full or partial sets of Bidding Documents, including Addenda if any, obtained from sources other than the Issuing Office.

A pre-bid conference will be held at **2:00 PM** local time on **July 28, 2016** at the **City of Milford, City Hall, 201 South Walnut Street, Milford, Delaware 19963**. Attendance at the pre-bid conference is highly encouraged but is not mandatory.

Bid security shall be furnished in accordance with the Instructions to Bidders.

Owner: **City of Milford**
By: **Bryan W. Shupe**
Title: **Mayor**
Date: **July 12, 2016**

124892 DSN 7/12,19,26/2016

From: Jason Loar [<mailto:jpl@dbfinc.com>]

Sent: Tuesday, August 9, 2016 12:09 PM

To: Norenberg, Eric <ENorenberg@milford-de.gov>; Whitfield, Mark <mwhitfield@milford-de.gov>; Helmick, Eugene <ehelmick@milford-de.gov>

Subject: Fisher Ave Bids

Eric, Mark, and Eugene:

Fisher Ave PS project deadline for questions was today at noon.

Nothing major has come up just a few clarifications and such.

I am about to issue the final addendum but a few contractors have asked for an extension on the bid date.

At this time the bid date and time is this Thursday at 2 PM at City Hall.

Intent was to have a recommendation ready for Council at the Aug 22 meeting.

To accommodate the contractors, and hopefully for better pricing, do you have any issues with me pushing the bid date back to Tuesday August 16 at 2 PM at City Hall?

I will be on vacation but will keep in touch with the office so that we can still have a recommendation for the Aug 22 Council Meeting.

Thanks

Jason P. Loar, P.E. | Principal | Salisbury/Milford Office

One Plaza East, Suite 200 | Salisbury, MD 21801 | www.dbfinc.com

Office: 410-543-9091 | Fax: 410-543-4172 | Email: jpl@dbfinc.com

23 North Walnut Street | Milford, Delaware 19963

Office: 302-424-1441 | Fax: 302-424-0430



*Improving our communities. Shaping the world around us.
Creating Value by Design.*

CITY OF MILFORD

FISHER AVENUE PUMP STATION REHABILITATION PROJECT

CONTRACT No. 052A169

BID OPENING RESULTS

Bid Date: August 16, 2016

Location: City Hall

BIDDER	Bid Bond	Addendum 1 & 2	TOTAL BID (ITEMS 1-13)
Kuhn Construction	✓	✓	\$ 1,400,850.00
Johnston Construction	✓	✓	\$ 978,007.00
Bearing Construction	✓	✓	\$ 1,271,505.00
M2 Construction	✓	✓	\$ 899,300.00
Hopkins Construction	✓	✓	\$ 1,215,249.50

CITY OF MILFORD

FISHER AVENUE PUMP STATION REHABILITATION



Contract: 052A169.B03
 Bid Date: August 16, 2016

BID RESULTS

				M2 Construction, LLC		Johnston Construction Co.		Hopkins Construction Inc.		Bearing Construction Inc.		Kuhn Construction, Co.		
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	
1	Mobilization/Demobilization (Max. 5% total bid)		1	LS	\$40,000.00	\$40,000.00	\$47,378.00	\$47,378.00	\$60,000.00	\$60,000.00	\$63,500.00	\$63,500.00	\$70,000.00	\$70,000.00
2	By-Pass Pumping Operations		1	LS	\$65,000.00	\$65,000.00	\$94,533.00	\$94,533.00	\$110,000.00	\$110,000.00	\$164,400.00	\$164,400.00	\$105,000.00	\$105,000.00
3	Furnish & Install Wet Well Lining System		1	LS	\$36,000.00	\$36,000.00	\$26,650.00	\$26,650.00	\$50,000.00	\$50,000.00	\$38,700.00	\$38,700.00	\$47,500.00	\$47,500.00
4	Prepare and Paint Concrete Ceilings, Walls, and Floors (Non-Wetted Areas)		1	LS	\$42,000.00	\$42,000.00	\$50,000.00	\$50,000.00	\$22,500.00	\$22,500.00	\$56,756.00	\$56,756.00	\$26,500.00	\$26,500.00
5	Demolish, Furnish and Install Interior Pump Station Equipment and Piping		1	LS	\$130,000.00	\$130,000.00	\$431,966.00	\$431,966.00	\$291,882.00	\$291,882.00	\$281,909.00	\$281,909.00	\$330,000.00	\$330,000.00
6	Furnish & Install Pulsed Air Mixing and Air Supply System		1	LS	\$84,000.00	\$84,000.00	\$50,000.00	\$50,000.00	\$100,000.00	\$100,000.00	\$65,700.00	\$65,700.00	\$79,000.00	\$79,000.00
7	Furnish & Install Odor Control System		1	LS	\$60,000.00	\$60,000.00	\$50,000.00	\$50,000.00	\$82,000.00	\$82,000.00	\$72,180.00	\$72,180.00	\$70,000.00	\$70,000.00
8	Demolish, Furnish, and Install Electrical Components		1	LS	\$338,000.00	\$338,000.00	\$162,030.00	\$162,030.00	\$375,000.00	\$375,000.00	\$339,000.00	\$339,000.00	\$362,000.00	\$362,000.00
9	Demolish, Furnish, and Install Mechanical Components		1	LS	\$23,000.00	\$23,000.00	\$35,000.00	\$35,000.00	\$65,000.00	\$65,000.00	\$48,960.00	\$48,960.00	\$56,000.00	\$56,000.00
CONTIGENCY ITEMS														
10	Miscellaneous Concrete Repair (Non-Wetted Areas)	1" Thick	600	SF	\$34.00	\$20,400.00	\$15.00	\$9,000.00	\$43.75	\$26,250.00	\$16.00	\$9,600.00	\$81.00	\$48,600.00
10	Miscellaneous Concrete Repair (Non-Wetted Areas)	Rebar Repair	600	SF	\$14.00	\$8,400.00	\$3.00	\$1,800.00	---		\$115.00	\$69,000.00	\$166.00	\$99,600.00
11	Miscellaneous Concrete Repair (Wetted Areas Underlayment)	1" Thick	300	SF	\$46.00	\$13,800.00	\$20.00	\$6,000.00	\$44.99	\$13,497.00	\$16.00	\$4,800.00	\$71.00	\$21,300.00
11	Miscellaneous Concrete Repair (Non-Wetted Underlayment)	Rebar Repair	300	SF	\$18.00	\$5,400.00	\$3.00	\$900.00	---		\$115.00	\$34,500.00	\$142.00	\$42,600.00
12	Miscellaneous Concrete Crack Repair (Epoxy Filler)	Wetted Areas	150	LF	\$65.00	\$9,750.00	\$15.00	\$2,250.00	\$44.99	\$13,497.00	\$30.00	\$4,500.00	\$55.00	\$8,250.00
12	Miscellaneous Concrete Crack Repair (Epoxy Filler)	Non Wetted Areas	150	LF	\$55.00	\$8,250.00	\$20.00	\$3,000.00	---		\$30.00	\$4,500.00	\$60.00	\$9,000.00
13	Remove and Replace Wall Pipe	14"	3	EA	\$5,100.00	\$15,300.00	\$2,500.00	\$7,500.00	\$1,875.00	\$5,625.00	\$4,500.00	\$13,500.00	\$8,500.00	\$25,500.00
TOTAL BID (ITEMS 1 - 29)					\$899,300.00	\$899,300.00	\$978,007.00	\$978,007.00	\$1,215,251.00	\$1,215,251.00	\$1,271,505.00	\$1,271,505.00	\$1,400,850.00	\$1,400,850.00



BID FORM
FISHER AVENUE PUMP STATION REHABILITATION
SUSSEX/KENT COUNTY, DELAWARE

Project Number 052A0169

April 2015

TABLE OF CONTENTS

	Page
Article 1 – Bid Recipient	1
Article 2 – Bidder’s Acknowledgements	1
Article 3 – Bidder’s Representations.....	1
Article 4 – Bidder’s Certification	2
Article 5 – Basis of Bid.....	3
Article 6 – Time of Completion	4
Article 7 – Attachments to this Bid	4
Article 8 – Defined Terms	4
Article 9 – Bid Submittal	5

M2
Construction

ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

City of Milford, City Hall, 201 South Walnut Street, Milford, Delaware 19963

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

ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER’S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

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

<u>Addendum No.</u>	<u>Addendum, Date</u>
1	08/05/2016
2	08/09/2016

- B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
- E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance

- of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.
- F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
 - G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
 - H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
 - I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
 - J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

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

ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

ITEM NO.	DESCRIPTION OF WORK	SIZE OR DEPTH	UNIT	EST QTY	UNIT PRICE	TOTAL PRICE
1.	Mobilization, Bonds, Insurance, and Demobilization (maximum 5% of Base Bid)	--	LS	1	--	40,000.00
2.	By-Pass Pumping Operations	--	LS	1	--	65,000.00
3.	Furnish and Install Wet Well Lining System	--	LS	1	--	36,000.00
4.	Prepare and Paint Concrete Ceilings, Walls, and Floors (Non-Wetted Areas)	--	LS	1	--	42,000.00
5.	Demolish, Furnish, and Install Interior Pump Station Equipment and Piping	--	LS	1	--	130,000.00
6.	Furnish and Install Pulsed Air Mixing and Air Supply System	--	LS	1	--	84,000.00
7.	Furnish and Install Odor Control System	--	LS	1	--	60,000.00
8.	Demolish, Furnish, and Install Electrical Components	--	LS	1	--	338,000.00
9.	Demolish, Furnish, and Install Mechanical Components	--	LS	1	--	23,000.00
Contingency Items (if and as directed by Engineer)						
10.	Miscellaneous Concrete Repair (Non-Wetted Areas)	1" thick	SF	600	34.00	20,400.00
		Rebar Repair		600	14.00	8,400.00
11.	Miscellaneous Concrete Repair (Wetted Areas-Underlayment)	1" thick	SF	300	46.00	13,800.00
		Rebar Repair		300	18.00	5,400.00
12.	Miscellaneous Concrete Crack Repair (Epoxy Filler)	Wetted Areas	LF	150	65.00	9,750.00
		Non-Wetted Areas		150	55.00	8,250.00
13.	Remove and Replace Wall Pipe	14"	EA	3	5,100.00	15,300.00

Total Base Bid using specified materials and equipment: (Items 1 through 13)

Dollars (\$ 899,300.00)

*Contingencies shall be used only if and as directed by the Engineer.

- 5.02 All equipment, material, labor, and other associated costs necessary for completion of work as indicated in the drawings and specifications are to be included in one of the above items.

ARTICLE 6 – TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

- 7.01 The following documents are submitted with and made a condition of this Bid:
- A. Required Bid security;
 - B. List of Proposed Subcontractors;
 - C. List of Proposed Suppliers;
 - D. List of Project References;
 - E. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;
 - F. Contractor's License No.: 2013102602 or Evidence of Bidder's ability to obtain a State Contractor's License and a covenant by Bidder to obtain said license within the time for acceptance of Bids;
 - G. Required Bidder Qualification Statement with supporting data;
 - H. If Bid amount exceeds \$10,000, signed Compliance Statement (RD-400-6). Refer to specific equal opportunity requirements set forth in the Supplemental General Conditions;
 - I. If Bid amount exceeds \$25,000, signed Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier covered Transactions (AD-1048); and
 - J. If Bid amount exceeds \$100,000, signed RD Instruction 1940-Q, Exhibit A-1, Certification for Contracts, Grants, and Loans.

ARTICLE 8 – DEFINED TERMS

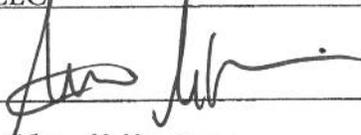
- 8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 – BID SUBMITTAL

BIDDER: *[Indicate correct name of bidding entity]*

M2 Construction LLC

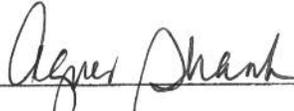
By:
[Signature]



[Printed name] Alex McManimen

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

Attest:
[Signature]



[Printed name] Agnes Shank

Title: Office Manager

Submittal Date: 8/16/2016

Address for giving notices:

901 Stony Battery Road

Landisville, PA 17538

Telephone Number: 717-305-8801

Fax Number: 717-823-6979

Contact Name and e-mail address: Andrew T. Mattson

andrew@m2constructionllc.com

Bidder's License No.: 2013102602
(where applicable)

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

List of Proposed Subcontractors

Name

Work to be Provided

Pro-COAT

Painting

Bilbroughs

Electrical

BID BOND

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

BIDDER (Name and Address):

M2 Construction, LLC
901 Stony Battery Road
Landisville, PA 17538

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

Hartford Fire Insurance Company
One Hartford Plaza
Hartford, CT 06155

OWNER (Name and Address): City of Milford, 201 South Walnut Street, Milford, Delaware 19963

BID

Bid Due Date: August 16, 2016

Description (Project Name— Include Location): Fisher Avenue Pump Station Rehabilitation

BOND

Bond Number: BB

Date: August 16, 2016

Penal sum five percent of the total amount bid and all add alternates \$ 5%
(Words) (Figures)

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

BIDDER

M2 Construction, LLC (Seal)
Bidder's Name and Corporate Seal

By:

[Signature]
Signature

Alex McManimen

Print Name

President

Title

Attest:

[Signature]
Signature

Title

Office Manager

SURETY

Hartford Fire Insurance Company (Seal)
Surety's Name and Corporate Seal

By:

[Signature]
Signature (Attach Power of Attorney)

Kylee A. Lantz

Print Name

Attorney-in-Fact

Title

Attest:

[Signature]
Signature

Joseph C. Harriger, Witness

Title

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

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

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

POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD

BOND, T-12

One Hartford Plaza

Hartford, Connecticut 06155

Bond.Claims@thehartford.com

call: 888-266-3488 or fax: 860-757-5835

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Code: 44-410570

- Hartford Fire Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- Hartford Casualty Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- Hartford Accident and Indemnity Company**, a corporation duly organized under the laws of the State of Connecticut
- Hartford Underwriters Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- Twin City Fire Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of Illinois**, a corporation duly organized under the laws of the State of Illinois
- Hartford Insurance Company of the Midwest**, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of the Southeast**, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, **up to the amount of Unlimited** :

Morgan S. Ellis, Matthew J. Swanick, Jessica A. Weidenhammer, Sarah E. Jordan, Elizabeth H. Kohler, Mariah Landis, Kylee A. Lantz, Alan Lubas, Jon K. Miles, James E. Bradford of Lancaster PA, Timothy E. Koenig, Michael S. Malinowski, Astra M. Marx, Valerie Sassaman of WYOMISSING, Pennsylvania of WYOMISSING, Pennsylvania

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by , and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 6, 2015 the Companies have caused these presents to be signed by its Senior Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



John Gray

John Gray, Assistant Secretary

M. Ross Fisher

M. Ross Fisher, Senior Vice President

STATE OF CONNECTICUT }
COUNTY OF HARTFORD } ss. Hartford

On this 11th day of January, 2016, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Senior Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.



CERTIFICATE

Nora M. Stranko

Nora M. Stranko
Notary Public

My Commission Expires March 31, 2018

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of August 16, 2016.

Signed and sealed at the City of Hartford.



Kevin Heckman

Kevin Heckman, Assistant Vice President

BID FORM
FISHER AVENUE PUMP STATION REHABILITATION
SUSSEX/KENT COUNTY, DELAWARE

Project Number 052A0169

April 2015

TABLE OF CONTENTS

Original
Johnston
Construction

	Page
Article 1 – Bid Recipient	1
Article 2 – Bidder’s Acknowledgements	1
Article 3 – Bidder’s Representations.....	1
Article 4 – Bidder’s Certification	2
Article 5 – Basis of Bid	3
Article 6 – Time of Completion	4
Article 7 – Attachments to this Bid	4
Article 8 – Defined Terms	4
Article 9 – Bid Submittal	5

ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

City of Milford, City Hall, 201 South Walnut Street, Milford, Delaware 19963

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

ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER’S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

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

<u>Addendum No.</u>	<u>Addendum, Date</u>
1	August 5, 2016
2	August 9, 2016
_____	_____
_____	_____

- B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
- E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance

- of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.
- F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
 - G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
 - H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
 - I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
 - J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

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

ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

ITEM NO.	DESCRIPTION OF WORK	SIZE OR DEPTH	UNIT	EST QTY	UNIT PRICE	TOTAL PRICE
1.	Mobilization, Bonds, Insurance, and Demobilization (maximum 5% of Base Bid)	--	LS	1	--	47,378
2.	By-Pass Pumping Operations	--	LS	1	--	94,533
3.	Furnish and Install Wet Well Lining System	--	LS	1	--	26,650
4.	Prepare and Paint Concrete Ceilings, Walls, and Floors (Non-Wetted Areas)	--	LS	1	--	50,000
5.	Demolish, Furnish, and Install Interior Pump Station Equipment and Piping	--	LS	1	--	431,966
6.	Furnish and Install Pulsed Air Mixing and Air Supply System	--	LS	1	--	50,000
7.	Furnish and Install Odor Control System	--	LS	1	--	50,000
8.	Demolish, Furnish, and Install Electrical Components	--	LS	1	--	162,030
9.	Demolish, Furnish, and Install Mechanical Components	--	LS	1	--	35,000
Contingency Items (if and as directed by Engineer)						
10.	Miscellaneous Concrete Repair (Non-Wetted Areas)	1" thick	SF	600	15.00	9,000
		Rebar Repair		600	3.00	1,800
11.	Miscellaneous Concrete Repair (Wetted Areas-Underlayment)	1" thick	SF	300	20.00	6,000
		Rebar Repair		300	3.00 (15)	900
12.	Miscellaneous Concrete Crack Repair (Epoxy Filler)	Wetted Areas	LF	150	15.00	2,250
		Non-Wetted Areas		150	20.00	3,000
13.	Remove and Replace Wall Pipe	14"	EA	3	2500	7500

Total Base Bid using specified materials and equipment: (Items 1 through 13)

One hundred Seventy Eight thousand Seven dollars ^{xx}/₁₀₀ Dollars (\$ 978,000)

*Contingencies shall be used only if and as directed by the Engineer.

- 5.02 All equipment, material, labor, and other associated costs necessary for completion of work as indicated in the drawings and specifications are to be included in one of the above items.

ARTICLE 6 – TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

- 7.01 The following documents are submitted with and made a condition of this Bid:
- A. Required Bid security;
 - B. List of Proposed Subcontractors;
 - C. List of Proposed Suppliers;
 - D. List of Project References;
 - E. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;
 - F. Contractor's License No.: 1996108476 or Evidence of Bidder's ability to obtain a State Contractor's License and a covenant by Bidder to obtain said license within the time for acceptance of Bids;
 - G. Required Bidder Qualification Statement with supporting data;
 - H. If Bid amount exceeds \$10,000, signed Compliance Statement (RD-400-6). Refer to specific equal opportunity requirements set forth in the Supplemental General Conditions;
 - I. If Bid amount exceeds \$25,000, signed Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier covered Transactions (AD-1048); and
 - J. If Bid amount exceeds \$100,000, signed RD Instruction 1940-Q, Exhibit A-1, Certification for Contracts, Grants, and Loans.

ARTICLE 8 – DEFINED TERMS

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

ARTICLE 9 – BID SUBMITTAL

BIDDER: *[Indicate correct name of bidding entity]*

Johnston Construction Company

By: 
[Signature]

[Printed name] Brian Crist - Purchasing Manager

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

Attest: 
[Signature]

[Printed name] Christine A. Rhodes

Title: Secretary

Submittal Date: August 16, 2016

Address for giving notices:

4331 Fox Run Road

Dover, PA 17315

Telephone Number: (717) 292-3606

Fax Number: (717) 292-7569

Contact Name and e-mail address: Trey Johnston

bids@jcc-ri.com

Bidder's License No.: N/A
(where applicable)

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

List of Proposed Subcontractors

Name

Work to be Provided

Swerp-Raven

wetwell lining
Wetwell lining, (1)

Pro-Coat LLC

Coatings + Painting

micro-Tech Design

(15) Tri-Jay

Instruments + Controls

Baker Corp.

By-Pass Pumping

B+R Electric

Electrical

BID FORM
FISHER AVENUE PUMP STATION REHABILITATION
SUSSEX/KENT COUNTY, DELAWARE

Project Number 052A0169

April 2015

TABLE OF CONTENTS

	Page
Article 1 – Bid Recipient	1
Article 2 – Bidder’s Acknowledgements	1
Article 3 – Bidder’s Representations.....	1
Article 4 – Bidder’s Certification	2
Article 5 – Basis of Bid	3
Article 6 – Time of Completion	4
Article 7 – Attachments to this Bid	4
Article 8 – Defined Terms	4
Article 9 – Bid Submittal	5

Hopkins

ARTICLE 1 – BID RECIPIENT

- 1.01 This Bid is submitted to:
City of Milford, City Hall, 201 South Walnut Street, Milford, Delaware 19963
- 1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS

- 2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER’S REPRESENTATIONS

- 3.01 In submitting this Bid, Bidder represents that:
 - A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

<u>Addendum No.</u>	<u>Addendum, Date</u>
1	8/5/2016
2	8/9/2016

- B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
- E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance

- of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.
- F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
 - G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
 - H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
 - I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
 - J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

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

ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

ITEM NO.	DESCRIPTION OF WORK	SIZE OR DEPTH	UNIT	EST QTY	UNIT PRICE	TOTAL PRICE
1.	Mobilization, Bonds, Insurance, and Demobilization (maximum 5% of Base Bid)	--	LS	1	--	\$60,000
2.	By-Pass Pumping Operations	--	LS	1	--	\$110,000
3.	Furnish and Install Wet Well Lining System	--	LS	1	--	\$50,000
4.	Prepare and Paint Concrete Ceilings, Walls, and Floors (Non-Wetted Areas)	--	LS	1	--	\$22,500
5.	Demolish, Furnish, and Install Interior Pump Station Equipment and Piping	--	LS	1	--	\$291,882
6.	Furnish and Install Pulsed Air Mixing and Air Supply System	--	LS	1	--	\$100,000
7.	Furnish and Install Odor Control System	--	LS	1	--	\$82,000
8.	Demolish, Furnish, and Install Electrical Components	--	LS	1	--	\$375,000
9.	Demolish, Furnish, and Install Mechanical Components	--	LS	--	--	\$65,000
Contingency Items (if and as directed by Engineer)						
10.	Miscellaneous Concrete Repair (Non-Wetted Areas)	--	SF	600	\$43.75	\$26,250
11.	Miscellaneous Concrete Repair (Wetted Areas-Underlayment)	--	SF	300	\$44.99	\$13,496.25
12.	Miscellaneous Concrete Repair (Wetted Areas-Epoxy Filler)	--	SF	300	\$44.99	\$13,496.25
13.	Remove and Replace Wall Pipe	14"	EA	3	\$1,875.00	\$5,625.00
Total Base Bid using specified materials and equipment: (Items 1 through 13)						
One Million Two Hundred Fifteen Thousand Two Hundred Forty-Nine Dollars and Fifty Cents						
Dollars (\$ <u>1,215,249.50</u>)						
*Contingencies shall be used only if and as directed by the Engineer.						

- 5.02 All equipment, material, labor, and other associated costs necessary for completion of work as indicated in the drawings and specifications are to be included in one of the above items.

ARTICLE 6 – TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

- 7.01 The following documents are submitted with and made a condition of this Bid:
- A. Required Bid security;
 - B. List of Proposed Subcontractors;
 - C. List of Proposed Suppliers;
 - D. List of Project References;
 - E. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;
 - F. Contractor's License No.: 1989030363 or Evidence of Bidder's ability to obtain a State Contractor's License and a covenant by Bidder to obtain said license within the time for acceptance of Bids;
 - G. Required Bidder Qualification Statement with supporting data;
 - H. If Bid amount exceeds \$10,000, signed Compliance Statement (RD-400-6). Refer to specific equal opportunity requirements set forth in the Supplemental General Conditions;
 - I. If Bid amount exceeds \$25,000, signed Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier covered Transactions (AD-1048); and
 - J. If Bid amount exceeds \$100,000, signed RD Instruction 1940-Q, Exhibit A-1, Certification for Contracts, Grants, and Loans.

ARTICLE 8 – DEFINED TERMS

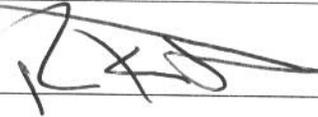
- 8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 – BID SUBMITTAL

BIDDER: *[Indicate correct name of bidding entity]*

HOPKINS CONSTRUCTION, INC.

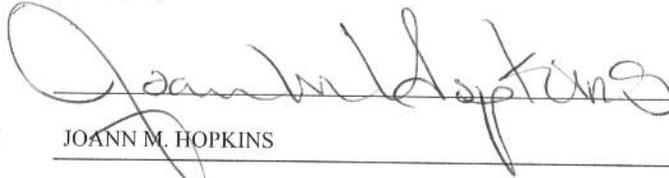
By:
[Signature]



[Printed name] R. KELLER HOPKINS

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

Attest:
[Signature]



[Printed name] JOANN M. HOPKINS

Title: TREASURER/SECRETARY

Submittal Date: 8/16/16

Address for giving notices:

18904 MARANATHA WAY, UNIT 1, BRIDGEVILLE, DE 19933

Telephone Number: (302) 337-3366

Fax Number: (302) 337-8315

Contact Name and e-mail address: R. KELLER HOPKINS
keller@hopkins-inc.com

Bidder's License No.: DE - 1989030363
(where applicable)

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

Bearing
Construction

ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

City of Milford, City Hall, 201 South Walnut Street, Milford, Delaware 19963

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

ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER’S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

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

<u>Addendum No.</u>	<u>Addendum, Date</u>
<u>No. 1</u>	<u>Aug 5, 2016</u>
<u>No. 2</u>	<u>Aug 9, 2016</u>
_____	_____
_____	_____

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

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

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

E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance

- of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.
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 - G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
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ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
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 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
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ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

ITEM NO.	DESCRIPTION OF WORK	SIZE OR DEPTH	UNIT	EST QTY	UNIT PRICE	TOTAL PRICE
1.	Mobilization, Bonds, Insurance, and Demobilization (maximum 5% of Base Bid)	--	LS	1	--	63500
2.	By-Pass Pumping Operations	--	LS	1	--	164400
3.	Furnish and Install Wet Well Lining System	--	LS	1	--	38700
4.	Prepare and Paint Concrete Ceilings, Walls, and Floors (Non-Wetted Areas)	--	LS	1	--	56756
5.	Demolish, Furnish, and Install Interior Pump Station Equipment and Piping	--	LS	1	--	281909
6.	Furnish and Install Pulsed Air Mixing and Air Supply System	--	LS	1	--	65700
7.	Furnish and Install Odor Control System	--	LS	1	--	72180
8.	Demolish, Furnish, and Install Electrical Components	--	LS	1	--	339000
9.	Demolish, Furnish, and Install Mechanical Components	--	LS	1	--	48960
Contingency Items (if and as directed by Engineer)						
10.	Miscellaneous Concrete Repair (Non-Wetted Areas)	1" thick	SF	600	16	9600
		Rebar Repair		600	115	69000
11.	Miscellaneous Concrete Repair (Wetted Areas-Underlayment)	1" thick	SF	300	16	4800
		Rebar Repair		300	115	34500
12.	Miscellaneous Concrete Crack Repair (Epoxy Filler)	Wetted Areas	LF	150	30	4500
		Non-Wetted Areas		150	30	4500
13.	Remove and Replace Wall Pipe	14"	EA	3	4500	135000

Total Base Bid using specified materials and equipment: (Items 1 through 13)

One million two hundred seventy one thousand five hundred five Dollars (\$ 1,271,505)

*Contingencies shall be used only if and as directed by the Engineer.

- 5.02 All equipment, material, labor, and other associated costs necessary for completion of work as indicated in the drawings and specifications are to be included in one of the above items.

ARTICLE 6 – TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
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- A. Required Bid security;
 - B. List of Proposed Subcontractors;
 - C. List of Proposed Suppliers;
 - D. List of Project References;
 - E. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;
 - F. Contractor's License No.: 17012408 or Evidence of Bidder's ability to obtain a State Contractor's License and a covenant by Bidder to obtain said license within the time for acceptance of Bids;
 - G. Required Bidder Qualification Statement with supporting data;
 - H. If Bid amount exceeds \$10,000, signed Compliance Statement (RD-400-6). Refer to specific equal opportunity requirements set forth in the Supplemental General Conditions;
 - I. If Bid amount exceeds \$25,000, signed Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier covered Transactions (AD-1048); and
 - J. If Bid amount exceeds \$100,000, signed RD Instruction 1940-Q, Exhibit A-1, Certification for Contracts, Grants, and Loans.

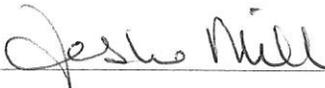
ARTICLE 8 – DEFINED TERMS

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

ARTICLE 9 – BID SUBMITTAL

BIDDER: [Indicate correct name of bidding entity]

BEARING Construction, Inc.

By: [Signature] 

[Printed name] Leslie Miller Secretary

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

Attest: [Signature] 

[Printed name] Samuel T. Merrell

Title: Vice President

Submittal Date: August 16, 2016

Address for giving notices:

805 Shue Smith Rd.
Sudlersville, MD 21668

Telephone Number: 410 556 6100

Fax Number: 410 556 6574

Contact Name and e-mail address: Leslie Miller BEARING Const, Inc.
805 Shue Smith Rd, Sudlersville, MD 21668

Bidder's License No.: MD 17042408
(where applicable)

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



BEARING CONSTRUCTION, INC.

805 Shine Smith Road
Sudlersville, MD 21668

(410)556-6100

(410)556-6574 fax

www.bearingconstruction.net

FISHER AVENUE PUMP STATION
REHABILITATION
CITY OF MILFORD, DELAWARE

LIST OF SUPPLIERS

LIST OF SUBCONTRACTORS

Air Mixing System-
Pulsed Hydraulics
Oroville, WA

Odor Control System-
Evoqua
San Diego, CA

Painting –
Maccari Co.
Newark, DE

Electric –

*Bypass Pump System-
Xylem / Godwin*

BID FORM
FISHER AVENUE PUMP STATION REHABILITATION
SUSSEX/KENT COUNTY, DELAWARE

Project Number 052A0169

April 2015

TABLE OF CONTENTS

	Page
Article 1 – Bid Recipient	1
Article 2 – Bidder’s Acknowledgements	1
Article 3 – Bidder’s Representations.....	1
Article 4 – Bidder’s Certification	2
Article 5 – Basis of Bid.....	3
Article 6 – Time of Completion	4
Article 7 – Attachments to this Bid	4
Article 8 – Defined Terms	4
Article 9 – Bid Submittal	5



ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

City of Milford, City Hall, 201 South Walnut Street, Milford, Delaware 19963

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

ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER’S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

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

<u>Addendum No.</u>	<u>Addendum, Date</u>
# 1	8/5/16
# 2	8/9/16

- B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
- E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance

- of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.
- F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
 - G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
 - H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
 - I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
 - J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

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

ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

ITEM NO.	DESCRIPTION OF WORK	SIZE OR DEPTH	UNIT	EST QTY	UNIT PRICE	TOTAL PRICE
1.	Mobilization, Bonds, Insurance, and Demobilization (maximum 5% of Base Bid)	--	LS	1	--	70,000 ⁰⁰
2.	By-Pass Pumping Operations	--	LS	1	--	105,000 ⁰⁰
3.	Furnish and Install Wet Well Lining System	--	LS	1	--	47,500 ⁰⁰
4.	Prepare and Paint Concrete Ceilings, Walls, and Floors (Non-Wetted Areas)	--	LS	1	--	24,500 ⁰⁰
5.	Demolish, Furnish, and Install Interior Pump Station Equipment and Piping	--	LS	1	--	330,000 ⁰⁰
6.	Furnish and Install Pulsed Air Mixing and Air Supply System	--	LS	1	--	79,000 ⁰⁰
7.	Furnish and Install Odor Control System	--	LS	1	--	70,000 ⁰⁰
8.	Demolish, Furnish, and Install Electrical Components	--	LS	1	--	362,000 ⁰⁰
9.	Demolish, Furnish, and Install Mechanical Components	--	LS	1	--	56,000 ⁰⁰
Contingency Items (if and as directed by Engineer)						
10.	Miscellaneous Concrete Repair (Non-Wetted Areas)	1" thick	SF	600	81 ⁰⁰	48,600 ⁰⁰
		Rebar Repair		600	166 ⁰⁰	99,600 ⁰⁰
11.	Miscellaneous Concrete Repair (Wetted Areas-Underlayment)	1" thick	SF	300	71 ⁰⁰	21,300 ⁰⁰
		Rebar Repair		300	142 ⁰⁰	42,600 ⁰⁰
12.	Miscellaneous Concrete Crack Repair (Epoxy Filler)	Wetted Areas	LF	150	55 ⁰⁰	8,250 ⁰⁰
		Non-Wetted Areas		150	60 ⁰⁰	9,000 ⁰⁰
13.	Remove and Replace Wall Pipe	14"	EA	3	8500	25,500 ⁰⁰

25,500⁰⁰

Total Base Bid using specified materials and equipment: (Items 1 through 13)

ONE million Four Hundred THOUSAND EIGHT Hundred Dollars (\$ 1,400,850⁰⁰)
FIFTY

*Contingencies shall be used only if and as directed by the Engineer.

- 5.02 All equipment, material, labor, and other associated costs necessary for completion of work as indicated in the drawings and specifications are to be included in one of the above items.

ARTICLE 6 – TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

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

ARTICLE 8 – DEFINED TERMS

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

ARTICLE 9 – BID SUBMITTAL

BIDDER: [Indicate correct name of bidding entity]

KUHN CONSTRUCTION CO

By: [Signature] William J. Kuhn III

[Printed name] WILLIAM J. KUHN III

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

Attest: [Signature] M. Lawrence Kuhn

[Printed name] M. LAWRENCE KUHN

Title: VICE PRESIDENT

Submittal Date: 8/16/16

Address for giving notices:

PO Box 1419
HOCKESSIN, DE 19707

Telephone Number: 302-239-4344

Fax Number: 302-239-2816

Contact Name and e-mail address: LARRY KUHN

1KUHN@KUHN CONST. COM

Bidder's License No.: 1989012293
(where applicable)

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

List of Proposed Supplies/Vendors

Name

Equipment

RIORDAN MATERIALS

PULSED AIR SYSTEM

~~RIORDAN MATERIALS~~ ~~ECS~~ ~~131~~

CDCR CONTROL

RIORDAN MATERIALS

August 18, 2016

City of Milford
201 South Walnut Street
Milford, Delaware 19963

Attention: Mr. Eric Norenburg, City Manager
Mayor Shupe and Council Members

Re: Fisher Avenue Pump Station Rehabilitation Project
City of Milford
Sussex/Kent County, Delaware
Bid Award Recommendation
DBF# 052A169

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

Dear Mr. Norenburg, Mayor Shupe, and Council Members:

On Tuesday, August 16, 2016 at City Hall, the bids for the above referenced project were received and opened. On behalf of the City we have evaluated the bids and the associated documentation submitted by each of the General Contractors and all documentation is in order. For City review, please find enclosed a tabulation of all of the bids received.

Based on our review of the bids, we recommend that the Contract be awarded to the apparent low bidder M2 Construction, LLC of Landisville, Pennsylvania with a total base bid of \$899,300.00. This recommended bid is within the City's proposed budget for this project.

For City review and approval, please find attached one (1) copy of the bid tabulation, one (1) copy of each bid form received, and the recommended General Contractor's bid bond; these copies are for the City's records. If Council is in agreement with our recommendation, the formal award of the Contract should be made contingent upon the funding agency, the United States Department of Agriculture-Rural Development (USDA-RD), approval of the bid process. A second copy of these documents, and any additional documents required, will be submitted directly to the City's Attorney upon the vote by City Council to award this project. At which time a copy of the attorney's letter and a letter of concurrence to our recommendation from the City will be forwarded to USDA-RD, along with copies of the bid documentation.

Should you have any questions, comments, concerns, or would like to discuss this further, please feel free to call at your convenience.

Sincerely,
DAVIS, BOWEN AND FRIEDEL, INC.

Jason P. Loar, P.E.
Principal

JPL
P:\MILFORD\052A169 USDA-Miscellaneous Sewer Improvements\Phase 1 Design\Contract Administration\Award\Award Recommendation.docx

cc: Mark Whitfield, Public Works Director – City of Milford
Eugene Helmick, Water/Wastewater Supervisor – City of Milford



STATE OF DELAWARE
DEPARTMENT OF TRANSPORTATION
800 BAY ROAD
P.O. Box 778
DOVER, DELAWARE 19903

JENNIFER COHAN
SECRETARY

August 2, 2016

Bryan W. Shupe
Mayor
C/O Teresa Hudson, City Clerk
City of Milford
201 S. Walnut Street
Milford, DE 19963

Dear Mayor Shupe:

Funds in the amount of **\$47,824.00** have been allocated to reimburse your company for preliminary engineering (P.E.) costs incurred in connection with State Contract No. T201112201, F.A.P. No. NHS-K008 (13), Project ID No. 09-25000, SR 1, NE Front Street Grade Separated Intersection, in Kent County.

This letter is your official notice to proceed with the preparation of plans, specifications, and cost estimates on the project. Please forward this information, as soon as possible, to this office. This Notice to Proceed supersedes any previous Notice to Proceed.

If you have any questions or require additional information, please call the Division of Transportation Solutions, Engineering Support, Utilities at 302-760-2515.

Sincerely,

A handwritten signature in blue ink, appearing to read "Eric C. Cimo".

Eric C. Cimo
Utilities Engineer

EC:bpp

cc: Tom Banez, Project Manager
Jeff Steward, Utilities Coordinator
Jerri Fleetwood, Administrative Officer, Utilities
File



STATE OF DELAWARE
DEPARTMENT OF TRANSPORTATION
800 BAY ROAD
P.O. Box 778
DOVER, DELAWARE 19903

JENNIFER COHAN
SECRETARY

August 2, 2016

Bryan W. Shupe
Mayor
C/O Teresa Hudson, City Clerk
City of Milford
201 S. Walnut Street
Milford, DE 19963

Dear Mayor Shupe:

Your relocation estimate in the amount of **\$38,000** was approved for construction administration & inspection costs for the relocation of the sewer and water facilities for State Contract No. T201112201, F.A.P. No. NHS-K008 (13), Project ID No. 09-25000, SR 1, NE Front Street Grade Separated Intersection, in Kent County..

This letter is your official authorization to proceed with the necessary time and materials associated with this project.

The project will be under the supervision of the South Construction Engineer. It is requested that you contact Brad Saborio, telephone 302-760-2420, at least ten days prior to beginning any of the force account work.

A revised estimate must be submitted for approval if it is found that the costs of materials, labor, etc., exceed the cost in the approved estimate. All costs claimed are subject to final audit and will be based on actual costs.

If you have any questions or require additional information, please call the Division of Transportation Solutions, Engineering Support, Utilities at 302-760-2515.

Sincerely,

Eric C. Cimo
Utility Engineer

EC:bpp

cc: Brad Saborio, South Construction Manager
Tom Banez, Project Manager
Jeff Steward, Utilities Coordinator
Jerri Fleetwood, Administrative Officer, Utilities
File



June 21, 2016

City of Milford
201 South Walnut Street
Milford, Delaware 19963

Attn: Mr. Eric Norenberg
City Manager

RE: **Amendment to Proposal**
N.E. Front Street Water and Sewer Utility Re-Alignment
Milford, Delaware
DBF # 0052A172

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 Mr. Norenburg:

As you may be aware, in August of 2014 the City approved our proposal to re-align existing City water and sewer infrastructure in the area of N.E. Front Street and Route 1 to accommodate the grade separated interchange being proposed at this location by DelDOT. Our estimated fee for the utility design was \$35,000.00. The design drawings for this work are nearly complete however unanticipated design and project-related tasks have created a need for us to amend the original proposal. Some of these unanticipated tasks are briefly described below.

A. ADDITIONAL PROJECT DESIGN

- A proposed 10-inch water main along the new DelDOT service road was added to the scope of the project. This 10-inch line is necessary to loop the relocated water main on N.E. Front Street to a main on Silicato Parkway.
- We typically do not include water main profiles as part of our water main design services. However, during our design we received proposed grading information from DelDOT which made it clear that it would be necessary to include water main profiles as part of the construction drawing set for this project.
- In our original proposal we had anticipated that we would submit our electronic AutoCAD files to DelDOT and they would insert our drawings into their construction drawing set. DelDOT has since requested that we create a drawing set using DelDOT borders for inclusion in their overall set. Although this is typically not a complicated task, there is a significant difference in the actual drawing area of DelDOT's border and our border. Consequently, we had to revise all of our drawing match lines.
- Our original proposal anticipated that DelDOT would be responsible for submitting to

the regulatory agencies whose responsibility it is to review the plans for this project. Those agencies include the State Fire Marshal, the Office of Drinking Water, and DNREC Division of Water. After discussing this with DelDOT, they have requested that the City submit to these agencies. There is no application fee required by the State Fire Marshal and the State Office of Drinking Water for their review; however, there is a fee of \$825.00 required for submission to DNREC Division of Water for their review of the re-alignment of the sewer forcemain.

As result of the above unanticipated work we hereby request our previous design fee be increased by the amount noted below. Please note that the following fee also includes the fee for our plan submission to DNREC Division of Water.

Additional Estimated Fee: \$12,824.00

B. CONSTRUCTION ADMINISTRATION AND INSPECTION SERVICES

Our original proposal only included services for design of the project. It will also be necessary for the City to provide Construction Administration (CA) and Resident Project Representative (RPR) inspection services during the course of project construction to coordinate with the City, DelDOT, and its contractor to ensure that the work is installed and tested in accordance with to City Standards and Specifications. These services and the associated estimated fees are as follows.

Construction Administration (CA) Services shall include but not be limited to attending pre-bid, pre-construction and progress meetings, review shop drawings and contractor submittals, address contractor questions during construction, perform periodic site visits, and coordinate project closeout. We propose to provide these services for the estimated fee noted below.

CA Estimated Fee: \$12,000.00

The RPR would represent both the Engineer and the City on-site, monitor construction activities, and ensure conformance with the contract documents and City Standards. The RPR shall be on-site during utility construction work and will prepare and submit daily field reports on the progress of the construction activities for the days construction inspection is provided. We propose to provide these services for the estimated fee noted below:

RPR Estimated Fee: \$26,000.00

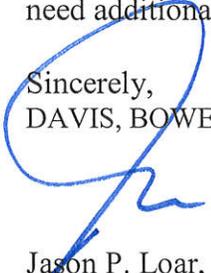
Mr. Eric Norenberg
City of Milford
June 21, 2016
Page 3

We propose to provide the above-described work on a unit price basis in accordance with our attached Schedule of Rates No. 46. Invoices will be submitted monthly based on the actual amount of work performed the previous month. Payment terms shall be in accordance with our attached rate schedule.

Should you find this amended 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 working with the City and DelDOT on this project. If you have any questions or need additional information, please call.

Sincerely,
DAVIS, BOWEN & FRIEDEL, INC



Jason P. Loar, P.E.
Principal

JPL
P:\MILFORD\052A172 N.E. Front Street Utility Re-Alignment\DBF Proposals\Amended DBF NE Front Street Water Sewer Realignment Proposal.docx

cc: Scott Adkisson, DBF

ACCEPTED BY: _____
Signature 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.

SAINT JOHN THE APOSTLE PARISH

SAINT BERNADETTE CHURCH

506 Seabury Avenue

Milford, Delaware 19963-2217

(302) 422-5123

(302) 422-5720 FAX

August 17, 2016



Mayor Bryan Shupe

City of Milford

PO Box 159

Milford DE, 19963

Dear Mayor Shupe,

The Parish of St. John the Apostle Catholic Church would like to hold our 26th Annual Oktoberfest fundraiser. The dates and times for this year's event are Friday, September 23rd from 6pm-10pm and Saturday, September 24th, from 10am-10pm.

As is tradition with a German Oktoberfest, we will have a beer booth as well as wine to compliment the other styles of international food being offered.

We are requesting an event permit along with an alcohol waiver from the City of Milford.

Also, in the past the city has generously allowed us to block off a portion of School Place (directly in front of the church and parking lot) to eliminate congestion and allow for safe passage across the street. May we have permission to do so again this year?

We are very grateful for the support the city has shown us in years past. Please let me know if you have any further questions or if there is anything additional we need to do. I can be reached at the Parish Office 302-422-5123 or by cell at 757-635-2832.

Sincerely,

Amanda Fulton

Administrative Assistant

St. John the Apostle Church



August 17, 2016

City of Milford
Milford, DE 19963
Attention: Terri Hudson

City of Milford Council Members, Mayor & City Manager Norenberg,

Downtown Milford, Inc is planning to host the 4th Annual Eat in the Street Event on September, 18, 2016 from 5:30-8:30 p.m. This event will be held at the Milford Senior Center in the event of inclement weather.

Eat in the Street will host 125 seated diners, with approximately 25 other persons serving and assisting the event. Diners will be served food prepared by local establishments as well as beer and wine service.

DMI plans to close Walnut Street in Downtown Milford from the corner of NE/NW Front Streets the corners of SE/SW Front Streets along Walnut Street starting at 2:30 p.m. and until 9:30 p.m., pending DELDOT approvals of the event which have been submitted.

Attached is a map for the proposed closing. City of Milford approval is needed to host the event as well as to serve alcohol on City property.

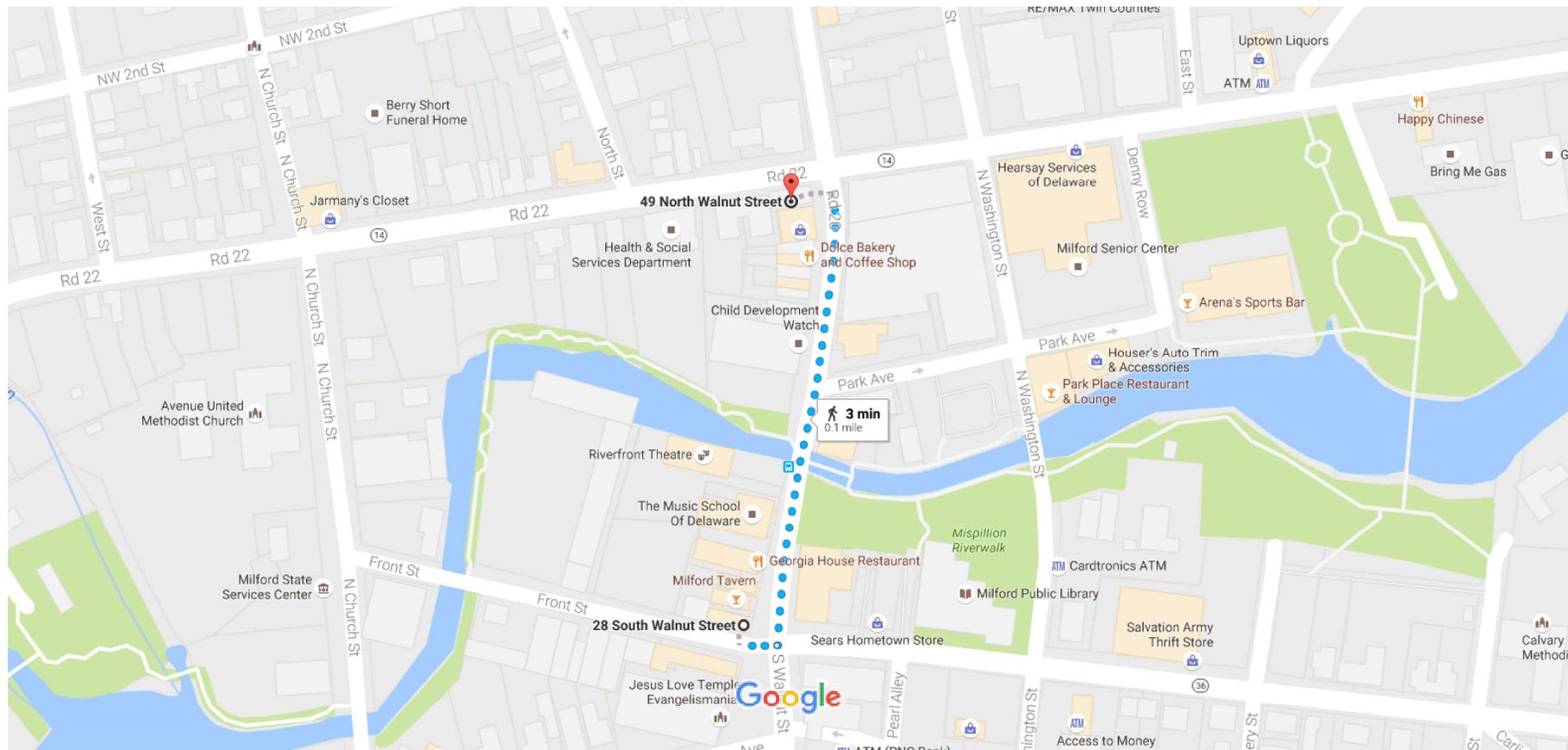
If you have any questions or need more information, please contact me.

Sincerely,

SaraKate Hammer
President, Downtown Milford, Inc.
302-930-0955
sarakatehammer@comcast.net



28 South Walnut Street, Milford, DE 19963 to 49 North Walnut Street, Milford, DE 19963 Walk 0.1 mile, 3 min



Map data ©2016 Google 100 ft

via S Walnut St

3 min
0.1 mile

Firm Profile



REDSTONE ARCHITECTS, INC.

Law Enforcement • Public Safety • Justice

2709 S. Telegraph Road
Bloomfield Hills, MI 48302-1008
Telephone: (248) 418-0990
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Daniel A. Redstone, FAIA, NCARB, LEED AP
President and CEO

Overview

The firm was established in 1937. From the beginning, the firm has understood the importance of providing design concepts that embrace functionality and client needs. Emphasis on the importance of satisfying our clients' needs, quality, budget, security, functionality & workflow, aesthetics, and schedule has always been an integral part of our design and business philosophy.

Specialized Markets

The firm has developed a special expertise over the past 35 years in Law Enforcement, Public Safety and Justice Facility project types. Each agency has unique and specialized needs. Our understanding of operational, procedural, and regulatory issues, along with our extensive project experience, helps us understand and achieve your project's requirements.

In addition to working with our clients directly, Redstone Architects offers collaborative consulting services to architects throughout the United States to complement their practices in their region. We also consult directly with agencies and governments.

We assist our clients throughout the entire design and space planning process, including programming, schematic design, contract administration and program management. We maintain a collaborative approach throughout our involvement.

Technology is constantly changing, and we provide our clients strong design leadership and technical knowledge, bringing in specialty consultants when appropriate.



*Marshall Regional Law Enforcement Center, Marshall, MI
A Multi-Agency Facility*

Redstone Public Safety Consulting Group, a part of Redstone Architects, is comprised of active public safety chiefs, as well as other specialists. RPSCG has been created to respond to the needs of communities throughout the United States who need sound, objective advice on how to continue to provide quality public safety and justice services with fewer resources.

Professionals by Discipline

Redstone Architects provides full architectural services, and maintains a professional staff between of five to 10 employees. We are incorporated and are in full compliance with the laws and professional statutes of the State of Michigan.

Mr. Redstone is licensed in Michigan and 13 other states, and is eligible for licensing in most other states, if required.





**Daniel Redstone, FAIA, NCARB, LEED AP
Law Enforcement & Public Safety Specialist**

For the past 30 years Mr. Redstone has led the programming and design efforts for numerous public safety agencies. As Principal-in-Charge, Dan works directly with local architects, agencies and command staffs throughout the country. He has gained valuable insight on the spectrum and variety of public safety services offered nationally, as has worked with a variety of organizational structures.

Mr. Redstone acts as a catalyst in defining project issues, resulting in the development of quality space facility programs that incorporate the long-term needs of the client agency

Professional Licenses: Michigan plus 13 states
NCARB Certificate Holder

Education: University of Michigan- MBA
University of Michigan- B. Arch

Conferences: IACP Annual Conference
1993-2015; Exhibitor 2002-2015

Associations: Int'l. Assoc. of Chiefs of Police
Int'l Assoc. of Fire Chiefs
AIA Academy for Justice
MI Assoc. of Chiefs of Police
SE Michigan Fire Chiefs Ass'n

Representative Project Experience

Regional Law Enforcement Center, Marshall, MI
Police/Fire Administration Building, Troy, MI
Police Headquarters, Oklahoma City, OK
Police Headquarters, Medford, OR
Police Department Headquarters, Mt. Pleasant, SC
Police and Court Study, Lansing MI
Police Department, University City, MO
Police Department, Sedalia, MO
Police Department, Vineland, NJ
Police Department, Buffalo, NY
Central Fire Station, Monroe, MI
Fire Station #4, Troy, MI
Public Safety Facility, Bridgeport, WV
Public Safety Renovations, Eastern Michigan Univ.
Center for Public Safety, Jacksonville, NC
Police Headquarters, Battle Creek, MI
Fire Headquarters, Chesterfield, MI
63rd District Court, Kent County, MI
23rd District Court, Taylor, MI



**Matthew Berge, AIA, LEED AP
Project Manager**

Matt is instrumental in identifying potential zoning and building code issues and providing solutions to these problems early in the process. Matt also brings strong 3D modeling and rendering abilities to the process, allowing clients to better visualize their project.

Professional Registration: State of Michigan
State of Illinois
State of Iowa

Education B.S. Architectural Studies
University of Illinois, 2003
Master of Architecture
University of Illinois, 2005

Professional Affiliations AIA Michigan

Representative Project Experience

43rd District Court Study, Ferndale, MI
Regional Law Enforcement Center, Marshall, MI
Fire Station, Monroe, MI
Mt. Pleasant Police Headquarters, Mt. Pleasant, SC
Battle Creek Police Department, Battle Creek, MI
Medford Police Headquarters, Medford, OR
Oklahoma City Police Headquarters, OK
Pontiac MI Housing Commission, various Projects
Police Headquarters, Vineland, NJ
Police Headquarters, University City, MO
Fire Station #4 Replacement, Troy, MI
Public Safety Renovations, Eastern Michigan Univ

Representative Projects with other firms:

Geneseo City Hall/Police Station, Geneseo, IL
Department of Homeland Security, Cedar Rapids, IA
Blackhawk Bank, Milan, IL
Hills Bank & Trust, Cedar Rapids, IA
Sauk Valley Bank, Sterling, IL
Courtyard Estates of Walcott, Walcott, IA
RF Micro Devices Office/Research Lab, Hiawatha, IA
Latter-Day Saints Church Remodel, East Moline, IL
Latter-Day Saints Church Remodel, Cedar Falls, IA
Belle Plaine Area Museum, Belle Plaine, IA
Sterling / Rock Falls Historical Society Learning Center, Sterling, IL

A. Space Needs Assessment

UPDATED: 03/01/2011

The table that follows summarizes the functional and spatial requirements for the individual departments, and allocates the required amount of area in net (usable) and gross square feet, for planned and future spaces. The table also provides descriptions of functions and furniture requirements. Legend: • = required, ~ = not required. For space layouts, refer to Appendix A: Space Standards.

Space	Description	Staff		Space Standards				Comments / Adjacencies
		Current	Proj'd.	Ref. #	Page #	Size	Total	
1. PUBLIC AREAS								
Public Vestibule & Lobby	<ul style="list-style-type: none"> • Vestibule • Floor mat ~ Intercom / buzzer ~ After hours 911 phone • Waiting areas: (6) chairs • Report writing counter • Display area/bulletin boards • Brochure racks • Drinking fountain(s) ~ Overhead monitor(s) ~ ATM • Display area for Historic material • Open stair (two floors) 					Vest.: 100 Lobby: 500 (on two floors)	1,000	<ul style="list-style-type: none"> • Lobby open for: 24/7 • Lobby must feel open and welcoming
Public Report Writing Room	<ul style="list-style-type: none"> • For walk-in reports • Built-in table, and (4) chairs • Locate on public side (off of Lobby) 			CR-F	A17	100	100	<ul style="list-style-type: none"> • Public Lobby • Front Desk
Family Waiting Area	<ul style="list-style-type: none"> • Seating • Toys • TV 						120	<ul style="list-style-type: none"> • Public Lobby ~ Front Desk <p><u>Note:</u> Space is desirable- if possible</p>

Milford, DE
Police Department
Space Needs Assessment

Space	Description	Staff		Space Standards				Comments / Adjacencies
		Current	Proj'd.	Ref. #	Page #	Size	Total	
Front Desk	<ul style="list-style-type: none"> • Public counter (separate from Records counter): <ul style="list-style-type: none"> • (10) Linear ft. counter w/ ADA accessible area • Accessible by Communications Operators • Explosive-resistant glass • Deal tray • Equipment: <ul style="list-style-type: none"> • Small Safe for Cash Receipts • Security monitors ~ Shared printer / copier 						180	<ul style="list-style-type: none"> • Public Lobby • Communications Center ~ Command Shift Offices <p><u>Note:</u> Staffing of Front Desk is by:</p> <ul style="list-style-type: none"> • Dispatch ~ Officer ~ Records
Public Toilet(s)	<ul style="list-style-type: none"> • Men's & Women's Toilets (to serve Community Room) 					2@150	300	<ul style="list-style-type: none"> • Public Lobby • Front Desk • Community Room
Training Room / Community Room	<ul style="list-style-type: none"> • Seating: 75 (w/ tables) • Raised platform • Movable furniture • Equipment: <ul style="list-style-type: none"> • Overhead projector • Projector screen • TV monitors • Voice/Data outlets: <ul style="list-style-type: none"> • Perimeter walls • Floor-mounted • Audio/Visual closet • (8) linear ft. Coat Closet • (8) linear ft. Coffee Bar • Pre-function Area • Movable partition to divide room into (2) Classrooms/Training Rooms 			TR-A	A19	1,680	1,980	<ul style="list-style-type: none"> • Public Lobby • Public Toilets • Table / Chair Storage <p><u>Note:</u> Movable Wall; to divide into two rooms - one for public; one for secure staff training.</p>

Milford, DE
Police Department
Space Needs Assessment

Space	Description	Staff		Space Standards				Comments / Adjacencies
		Current	Proj'd.	Ref. #	Page #	Size	Total	
Training Room/ Community Room Storage	<ul style="list-style-type: none"> • Training Room/Community Room movable furniture • Training supplies • Mats 						250	~ Training Room/ Community Room
Net Area							3,930	
20% Internal Circulation Factor							786	
Subtotal : Public Areas		0	0				4,716	

Milford, DE
Police Department
Space Needs Assessment

Space	Description	Staff		Space Standards				Comments / Adjacencies
		Current	Proj'd.	Ref. #	Page #	Size	Total	
Exercise Room	<ul style="list-style-type: none"> • Exercise equipment: <ul style="list-style-type: none"> ~ Exercise machine(s) ~ Treadmill(s) ~ Free weights • Universal gymnasium • Athletic floor 						900	<ul style="list-style-type: none"> • Staff Lobby • Locker Rooms • Allow direct access from Locker Rooms
Men's Locker Room	<ul style="list-style-type: none"> • (35) 36x24x72 Lockers • (10) 18x24x72 Lockers (for Summer sworn officers) • (5) 12x24x72 Lockers (for civilians) • (2) WCs (1ADA) • (2) Urinals • (2) Lavatories • (3) Showers • Battery chargers (in lockers) • Bunk Room (two sets = 4 beds) 					35x15 10x7.5 5x5 65 60 30 75 120	975	<ul style="list-style-type: none"> • Staff Lobby • Exercise Room
Women's Locker Room	<ul style="list-style-type: none"> • (10) 36x24x72 Lockers • (5) 18x24x72 Lockers (for Summer sworn officers) • (5) 12x24x72 Lockers (for civilians) • (1) WC (ADA) • (1) Lavatory • (1) Shower • Battery chargers (in lockers) • Bunk Room (one set = 2 beds) 					10x15 5x7.5 5x5 35 15 25 80	368	<ul style="list-style-type: none"> • Staff Lobby • Exercise Room
Net Area							3,338	
25% Internal Circulation Factor							835	
Subtotal : Staff Common Areas		0	0				4,173	

Milford, DE
Police Department
Space Needs Assessment

Space	Description	Staff		Space Standards				Comments / Adjacencies
		Current	Proj'd.	Ref. #	Page #	Size	Total	
3. POLICE ADMINISTRATION								
Chief of Police	<ul style="list-style-type: none"> • Private Office • Small conf. table • (6) Guest chairs • (2) Four-shelf bookcases • (2) Two-drawer file cabinet • Desk with credenza • Equipment: <ul style="list-style-type: none"> • Computer ~ Printer • Surveillance monitor mounted on wall 	1	1	O-B	A5	275	275	<ul style="list-style-type: none"> • Admin. Assistant • Admin. Conference Room
Administrative Captain	<ul style="list-style-type: none"> • Private Office • Small conf. table • (4) Guest chairs • (2) Four-shelf bookcases • (1) Two-drawer file cabinet • Desk with credenza • Equipment: <ul style="list-style-type: none"> • Computer ~ TV/VCR/DVD 	1	1	O-C	A6	225	225	<ul style="list-style-type: none"> ~ Admin. Assistant • Admin. Conference Room
Administrative Assistant	<ul style="list-style-type: none"> • Private Office • (2) Guest chairs ~ () Four-shelf bookcases ~ () Two-drawer file cabinet ~ Desk with credenza ~ Equipment: <ul style="list-style-type: none"> • Computer- with 2 monitors ~ TV/VCR/DVD 	1	1	O-E	A8	150	150	<ul style="list-style-type: none"> ~ File Room ~ Work Room • Chief of Police ~ Admin. Conference Room • Waiting Area / Entry
File Room	<ul style="list-style-type: none"> • (2) File cabinets • (2) Lateral Files- for 7-year hold 			FS-S similar	A3	100	60	<ul style="list-style-type: none"> • Admin. Assistant

Milford, DE
Police Department
Space Needs Assessment

Space	Description	Staff		Space Standards				Comments / Adjacencies
		Current	Proj'd.	Ref. #	Page #	Size	Total	
Administrative Conference Room	<ul style="list-style-type: none"> • Seating for: (10) • Conference table ~ Credenza ~ Flat screen ~ White board • Equipment: <ul style="list-style-type: none"> • Projector • Proj. screen • TV/VCR/DVD ~ A/V Closet • Coat Closet • Coffee Station (with sink) ~ Storage Closet 			CR-C	A14	250	300	<ul style="list-style-type: none"> • Waiting Area / Entry ~ Chief of Police ~ Admin. Assistant ~ Unisex Toilet
Waiting Area / Entry	<ul style="list-style-type: none"> • (4) Guest chairs • Coffee table 						80	<ul style="list-style-type: none"> • Admin. Assistant ~ Chief of Police
Coat Closet	<ul style="list-style-type: none"> • (5) Linear ft for visitors and staff. 						25	<ul style="list-style-type: none"> • Waiting Area / Entry
Unisex Toilet	<ul style="list-style-type: none"> • Visitor Toilet • Staff Toilet • ADA accessible • (1) Lav • (1) WC • (1) Urinal 						64	<ul style="list-style-type: none"> ~ Waiting Area / Entry • Admin. Conference Room
Work Room	<ul style="list-style-type: none"> ~ Open shelving • Floor cabinets • Wall cabinets • Equipment: <ul style="list-style-type: none"> • Copier-Scanner- Fax Combo ~ Scanner ~ Fax ~ Shared printer • Office supplies storage 			WR-M	A2	120	120	<ul style="list-style-type: none"> • Admin. Assistant

Milford, DE
Police Department
Space Needs Assessment

Space	Description	Staff		Space Standards				Comments / Adjacencies
		Current	Proj'd.	Ref. #	Page #	Size	Total	
Office Supplies (See Work Room)	~ Open shelving						0	~ Admin. Assistant
Accreditation Manager (See Admin. Lt.)							0	
Administrative Lieutenant	<ul style="list-style-type: none"> • Private Office • (2) Guest chairs • (2) Two-drawer file cabinet • Desk with credenza • Equipment: <ul style="list-style-type: none"> ~ Computer 	1	1	O-D	A7	180	180	~ Chief of Police ~ Uniform Storage
Criminal Investigations/ Training Lieutenant	<ul style="list-style-type: none"> • Private Office • (2) Guest chairs ~ () Four-shelf bookcases • (2) Four-drawer lateral file cabinets • Desk with credenza • Equipment: <ul style="list-style-type: none"> • Computer ~ TV/VCR/DVD 	1	1	O-D	A7	180	180	<ul style="list-style-type: none"> • Police Administration suite ~ CI Sergeant ~ Detectives
Operations Lieutenant	<ul style="list-style-type: none"> • Private Office • (2) Guest chairs ~ () Four-shelf bookcases ~ () Four-drawer file cabinet(s) • Desk with credenza • Equipment: <ul style="list-style-type: none"> • Computer ~ TV/VCR/DVD 	1	1	O-D	A7	180	180	<ul style="list-style-type: none"> • Police Administration suite ~ Near Sgts./ Command Desk

Milford, DE
Police Department
Space Needs Assessment

Space	Description	Staff		Space Standards				Comments / Adjacencies
		Current	Proj'd.	Ref. #	Page #	Size	Total	
Uniform Storage- Quartermaster Room	<ul style="list-style-type: none"> • Open shelving for: <ul style="list-style-type: none"> ~ Returned uniforms ~ Returned equipment • Gun Belts • Hats • Shoes • Desk/chair with Terminal for Inventory Control 					200	250	
System Administrator (Future IT Officer)	<ul style="list-style-type: none"> • Private Office ~ () Guest chairs ~ () Two-drawer file cabinet ~ Desk with credenza • Work counter surface (for repairs) • Software storage • Equipment: <ul style="list-style-type: none"> ~ Computer 	0	1	O-E	A8	150	150	~ Chief of Police ~ ID Processing Alcove <u>Note:</u> Currently by Lt. Huey
Net Area							2,239	
30% Internal Circulation Factor							672	
Subtotal : Police Administration		6	7				2,911	

Milford, DE
Police Department
Space Needs Assessment

Space	Description	Staff		Space Standards				Comments / Adjacencies
		Current	Proj'd.	Ref. #	Page #	Size	Total	
4. RECORDS								
Records Secretary	<ul style="list-style-type: none"> • Private Office • (2) Guest chairs • () Two-drawer file cabinet • Desk with credenza • Equipment: <ul style="list-style-type: none"> ~ Computer 	1	1	O-E	A8	150	150	~ Records Clerks
Records Clerks (position may be shared with CID)	<ul style="list-style-type: none"> • Medium Workstation ~ () Four-drawer file cabinets • Equipment: <ul style="list-style-type: none"> • Computer ~ Printer 	0	0.5	W-C	A11	64	64	~ Records Counter ~ Records Secretary <u>Note:</u> Provide () linear ft. counter w/ pass-thru window to internal hallway (shift sgts)
Records Counter (Shared with Administrative Sec'y, Officers, Electric Co.)	<ul style="list-style-type: none"> • Public counter (in addition to Front Desk): <ul style="list-style-type: none"> • (5) Linear ft. counter w/ ADA accessible area • (1)-Position counter • Explosive-resistant glass • Deal tray ~ () Public waiting / queuing spaces (bank-type queuing) ~ Equipment: <ul style="list-style-type: none"> ~ () Computers ~ Shared printer w/ multiple trays ~ Cash safe • Door Access to Secure part of bldg. 						100	<ul style="list-style-type: none"> • Public Lobby (alcove off of Lobby) ~ Records Clerks

Milford, DE
Police Department
Space Needs Assessment

Space	Description	Staff		Space Standards				Comments / Adjacencies
		Current	Proj'd.	Ref. #	Page #	Size	Total	
Work Room	<ul style="list-style-type: none"> • Open shelving • Floor cabinets ~ Wall cabinets • Equipment: <ul style="list-style-type: none"> • Copier-Scanner-Printer- Fax Combo 			WR-S	A1	80	80	<ul style="list-style-type: none"> • Records Clerks • Patrol-Report Writing • CID <u>Note:</u> Share room with Operations (if adjacencies allowed)
Office Supply closet	<ul style="list-style-type: none"> • Open shelving 						50	<ul style="list-style-type: none"> • Records Clerks
Active File Room	<ul style="list-style-type: none"> • Files kept for four (4) years • (1) Two-drawer file cabinet (current) • Shelving for (8-10) bankers boxes ~ Workspace/desk in file room 			FS-S similar	A3	100	120	~ Records Clerks
Archives (Records Vault)	<ul style="list-style-type: none"> • Archived in computer or on disk ~ Space saver storage system <ul style="list-style-type: none"> ~ Manual ~ Electrical ~ () Four-drawer file cabinets 						0	
Net Area							564	
30% Internal Circulation Factor							169	
Subtotal : Records		1	1.5				733	

Milford, DE
Police Department
Space Needs Assessment

Space	Description	Staff		Space Standards				Comments / Adjacencies
		Current	Proj'd.	Ref. #	Page #	Size	Total	
5. COMMUNICATIONS (DISPATCH)								
Communications Operators	<ul style="list-style-type: none"> • (3) Medium Workstations/consoles (one for Backup and Training) ~ () Two-drawer file cabinets • Common reference area: • (1) Full wall credenza with bookshelves- no turnstile type • Combination Copier/Fax/printer (small) • Surveillance Monitors on Wall • TV on Wall 	9	9	W-C	A11	3@64 50 25	267	<ul style="list-style-type: none"> • 1 per shift = 4 • 2 floaters = 2 • 3 part time = 3
Toilet Room (Unisex)	<ul style="list-style-type: none"> • (1) WC • (1) lav • (1) urinal 						72	~ Communications Operators
Communications Break Room	<ul style="list-style-type: none"> • Kitchenette: <ul style="list-style-type: none"> • Refrigerator • Counter with sink • Microwave • (4) Dining seats with table 						120	<ul style="list-style-type: none"> • Communications Operators ~ Use Shared Break Room
Personal Lockers	<ul style="list-style-type: none"> • (10) 12x24x72 lockers with shelving for purses and <u>assigned</u> manuals 						60	
Conference Room / Quiet Room	<ul style="list-style-type: none"> • Conf. table with seating for: (4) • White board ~ Equipment: <ul style="list-style-type: none"> ~ Projector ~ Proj. screen ~ TV/VCR/DVD • Glass wall to dispatch for sound control 			CR-E	A16	150	150	~ Locate away from noisy Communications work areas

Milford, DE
Police Department
Space Needs Assessment

Space	Description	Staff		Space Standards				Comments / Adjacencies
		Current	Proj'd.	Ref. #	Page #	Size	Total	
Net Area							669	
35% Internal Circulation Factor							234	
Subtotal : Communications (Dispatch)		9	9				903	

Milford, DE
Police Department
Space Needs Assessment

Space	Description	Staff		Space Standards				Comments / Adjacencies
		Current	Proj'd.	Ref. #	Page #	Size	Total	
6. CRIMINAL INVESTIGATIONS								
Criminal Investigations Sergeant/Detective	<ul style="list-style-type: none"> • Private Office ~ () Guest chairs ~ () Two-drawer file cabinet • Desk with credenza • Equipment: <ul style="list-style-type: none"> • Computer 	1	1	O-F	A9	120	120	~ CI/Training Lieutenant ~ Detectives
Detectives	<ul style="list-style-type: none"> • (6) Medium Workstations • (1) Guest chair in each ~ () Four-drawer file cabinet(s) • Equipment: <ul style="list-style-type: none"> • Computer ~ Printer • Open work area 	2	6	W-C	A11	6@64	456	~ Interview Rooms ~ Prisoner Holding area
Detectives Storage Room	<ul style="list-style-type: none"> • Open shelving (for video cameras & laptops) 			CR-G	A18	72		• Detectives
Property Officer (See Property)							0	
Interview Rooms (2)	<ul style="list-style-type: none"> ~ () Seats & table • A/V Recording • Gun lockers (located outside) • Sound-proof walls & ceiling 			CR-F	A17	2@100	200	~ Waiting Area ~ CI Clerical

Milford, DE
Police Department
Space Needs Assessment

Space	Description	Staff		Space Standards				Comments / Adjacencies
		Current	Proj'd.	Ref. #	Page #	Size	Total	
Soft Interview Room (Juvenile Holding/ Children's Room)	<ul style="list-style-type: none"> • () Seats & sofa • Coffee table • Toy locker (children's play room) • TV • Glass window (to observe juveniles) • A/V Recording • Gun lockers (located outside) • Sound-proof walls & ceiling 			CR-E similar	A16	150	150	<ul style="list-style-type: none"> ~ Waiting Area ~ CI Clerical
Polygraph (Use Interview Room)	<ul style="list-style-type: none"> ~ Desk with credenza ~ () Guest chairs 					100	0	<ul style="list-style-type: none"> ~ Waiting Area ~ CI Clerical
Clerical (Shared - See Records Clerk)	<ul style="list-style-type: none"> ~ Medium Workstation ~ () Four-drawer file cabinets ~ Equipment: <ul style="list-style-type: none"> ~ Computer ~ Printer 	0	0.5	W-C	A11	64	0	<ul style="list-style-type: none"> ~ Waiting Area ~ Conference Room ~ CI Lieutenant
Waiting Area (Use Interview Room)	<ul style="list-style-type: none"> ~ () chairs ~ Coffee table 					80	0	<ul style="list-style-type: none"> ~ CI Clerical ~ Interview Rooms
Coat Closet	<ul style="list-style-type: none"> • (5) Linear ft. 					25	0	~ CI Waiting Area
Coffee Station	<ul style="list-style-type: none"> • (5) Linear ft. • Counter with sink • Wall cabinets 					25	0	~ CI Waiting Area
Visitor Toilet	<ul style="list-style-type: none"> • Unisex toilet • ADA accessible 					56	56	<ul style="list-style-type: none"> ~ CI Waiting Area ~ Interview Rooms

Milford, DE
Police Department
Space Needs Assessment

Space	Description	Staff		Space Standards				Comments / Adjacencies
		Current	Proj'd.	Ref. #	Page #	Size	Total	
Conference Room	<ul style="list-style-type: none"> • Seating for: (10) ~ Conference table ~ Credenza ~ Flat screen ~ White board ~ Equipment: <ul style="list-style-type: none"> ~ Projector ~ Proj. screen ~ TV/VCR/DVD ~ Coat Closet ~ Coffee Station (with sink) ~ Storage Closet 			CR-C	A14	250	250	~ CI Clerical <u>Note:</u> Share room with Operations (if adjacencies allowed)
Active Files	~ () Four-drawer file cabinets						0	<u>Note:</u> Files kept w/ Detectives
Archives	<ul style="list-style-type: none"> ~ Space saver storage system ~ () Four-drawer file cabinets 						0	<u>Note:</u> Files kept w/ Detectives until archived
Work Room	<ul style="list-style-type: none"> • Open shelving • Floor cabinets ~ Wall cabinets • Equipment: <ul style="list-style-type: none"> • Copier-Scanner-Printer- Fax Combo 			WR-S	A1	80	80	~ Detectives <u>Note:</u> Share room with Records & Operations if adjacencies allowed
Computer Crime Lab (Currently w/ State)	<ul style="list-style-type: none"> ~ Work counter ~ Shelving storage 						0	~ Detectives
Net Area							1,432	
40% Internal Circulation Factor							573	
Subtotal : Criminal Investigations		3	7.5				2,005	

Milford, DE
Police Department
Space Needs Assessment

Space	Description	Staff		Space Standards				Comments / Adjacencies
		Current	Proj'd.	Ref. #	Page #	Size	Total	
7. OPERATIONS								
Command Desk (Shift Sergeants)	<ul style="list-style-type: none"> • (4) Medium Workstations ~ () Guest chair in each ~ () Four-drawer file cabinet(s) • Equipment: <ul style="list-style-type: none"> • Computer ~ Printer 	4	4	W-C	A11	4@64	256	~ Use as Front Desk
Interview Room / Juvenile Holding (Temporary)	<ul style="list-style-type: none"> • () Seats & table • A/V Recording • Gun lockers (located outside) • Sound-proof walls & ceiling 			CR-F	A17	100	100	<ul style="list-style-type: none"> • Command Desk <u>Note:</u> Visual observation of Juveniles by shift sgt./officer
Road Patrol Officers	~ Off-site	16	24				0	
Traffic Officers	<ul style="list-style-type: none"> • Private Office w/ (1) Medium Work station(s) ~ () Guest chair in each ~ () Four-drawer file cabinet(s) • Equipment: <ul style="list-style-type: none"> • Computer • Printer • Plotter 	1	1	W-C	A11	64 56	120	
Community Policing Officer	<ul style="list-style-type: none"> • Private Office ~ () Guest chairs ~ () Two-drawer file cabinet • Desk with credenza • Equipment: <ul style="list-style-type: none"> • Computer 	1	1	O-F	A9	120	120	

Milford, DE
Police Department
Space Needs Assessment

Space	Description	Staff		Space Standards				Comments / Adjacencies
		Current	Proj'd.	Ref. #	Page #	Size	Total	
Work Room				WR-S	A1	80	80	~ Shift Lt. / Sgt. Offices <u>Note:</u> Share room with Records (if adjacencies allowed)
Mailboxes	<ul style="list-style-type: none"> • (40) Boxes ~ Work counter ~ Location: <ul style="list-style-type: none"> ~ Central open area ~ Secure office area 						50	~ Staff Lobby • Briefing Room ~ Shift Lt. / Sgt. Offices
Briefing Room / TOU Ready Room	<ul style="list-style-type: none"> • Lecture hall seating for: (20) ~ Desk / lectern • White board • Smart board • Equipment: <ul style="list-style-type: none"> ~ Flat screen for a CAD session ~ A/V: Video/DVD (cabinet) ~ Full electronics ~ Monitor ~ Voice/Data/Power outlets: <ul style="list-style-type: none"> ~ Perimeter walls ~ Floor-mounted • TOU Ready area for: (10) <ul style="list-style-type: none"> ~ Counter surface with cabinets 			TR-F	A21	530	630	~ Staff Lobby ~ TOU Lockers ~ Armory
TOU Lockers	<ul style="list-style-type: none"> • (15) 36x24x72 Individual lockers for TOU Equipment (extra body shields, helmets, etc.) 					15@15	225	• Direct access to Briefing Room/TOU Ready Room

Milford, DE
Police Department
Space Needs Assessment

Space	Description	Staff		Space Standards				Comments / Adjacencies
		Current	Proj'd.	Ref. #	Page #	Size	Total	
Report Writing / Patrol Officers Room	<ul style="list-style-type: none"> • (6) Minimum Workstations (Carrels) for: <ul style="list-style-type: none"> • Computer terminals • School Resource Officer ~ () Docking stations ~ Shared printer • (8) Four-drawer file cabinets (for case records) • () Bookshelves (references, etc.) ~ () Desks 			W-E	A13	6@36 8@12 80	392	<ul style="list-style-type: none"> • Staff Lobby ~ Briefing Room • Shift Lt. / Sgt. Offices
Patrol Equipment Storage	<ul style="list-style-type: none"> • Open shelving units for (24) shift duty bags (24Wx24Hx36D ea.) ~ Shotguns ~ Patrol rifles • Heavy duty shelving units • Tasers • Radios • Gun locker (cabinet) 					8 @15 30 25 25 50	250	<ul style="list-style-type: none"> ~ Briefing Room ~ Shift Lt. / Sgt. Offices
Armory	<ul style="list-style-type: none"> • Gun cleaning area (Ventilated) • Work bench (with lighting) ~ Heavy duty shelving units ~ Extra weapons (guns & rifles) • Ammo storage ~ () Gun racks (@ - - ft. long each) • Professional gun discharge box • Writing board ~ Alarm 						360	<ul style="list-style-type: none"> ~ Shift Lt. / Sgt. Offices <p><u>Note:</u> Room could be split into three areas: Entry Area for gun cleaning; Secure Armory storage area; and TOU's Storage - the two Storage Areas accessed from the common Entry Area</p>
Flares & Gas Storage	<ul style="list-style-type: none"> ~ Work bench (with lighting) • Heavy duty shelving units 						80	<ul style="list-style-type: none"> • Locate off of Sally Port

Milford, DE
Police Department
Space Needs Assessment

Space	Description	Staff		Space Standards				Comments / Adjacencies
		Current	Proj'd.	Ref. #	Page #	Size	Total	
NIU Officers	<ul style="list-style-type: none"> • Private Office w/ (2) Medium Work stations ~ () Four-drawer file cabinets ~ Equipment: <ul style="list-style-type: none"> ~ Computer ~ Printer 			W-C	A11	2@64 50	178	<ul style="list-style-type: none"> • Locate away from public view
NIU Storage Room	<ul style="list-style-type: none"> • () Small evidence lockers ~ Open shelving 						80	~ NIU Officers
Motorcycles Storage (See Misc. Spaces)							0	
Officer Bicycles (See Misc. Spaces)							0	
K-9 (See Misc. Spaces)							0	
Net Area							2,921	
30% Internal Circulation Factor							876	
Subtotal : Operations		22	30				3,797	

Milford, DE
Police Department
Space Needs Assessment

Space	Description	Staff		Space Standards				Comments / Adjacencies
		Current	Proj'd.	Ref. #	Page #	Size	Total	
8. HOLDING (Direct exhaust system for this area is required)								
Sally Port (See Misc. Spaces)							0	
Prisoner Intake/Release Vestibule	<ul style="list-style-type: none"> • Interlocking doors • () Gun lockers (located outside) ~ () Gun lockers (located inside) 						80	~ Sally Port ~ Prisoner Processing area
Prisoner Processing Area	<ul style="list-style-type: none"> • Room for processing (6) prisoner: <ul style="list-style-type: none"> • Secure bench w/ handcuff Loop ~ Secure counter • Toilet & shower w/ privacy screen • Hose bib • Floor drain • Equipment: <ul style="list-style-type: none"> ~ Log book terminal (secure) • Live Scan palm / prints ~ Printer ~ Sink • Eye wash station ~ Scales • Distress button • CLEMIS camera (mug shots) • Prisoner phone 						350	~ Command Desk
Breathalyzer Alcove							60	• A separate section of the Processing Area
Interrogation Rooms (2)	<ul style="list-style-type: none"> • Secure table ~ Secure stools: (2) 					2@80	160	
Video Arraignment	<ul style="list-style-type: none"> • Video equipment • Monitor 						100	• Separate from Processing Area

Milford, DE
Police Department
Space Needs Assessment

Space	Description	Staff		Space Standards				Comments / Adjacencies
		Current	Proj'd.	Ref. #	Page #	Size	Total	
Internal Vestibule(s)	<ul style="list-style-type: none"> • Interlocking doors • () Gun lockers (located outside) ~ () Gun lockers (located inside) 					2@64	128	Note: Connect Holding area with staff & public areas
Male Holding Tank	<ul style="list-style-type: none"> • 16"H. x 18"W. Conc. bench • Drinking fountain / lavatory / toilet combination fixture • 36"-40"H. Sloping privacy wall • Floor drain • Intercom • (10)-Prisoner occupancy 			HT-B	A23	250	250	
Male Holding Cells (4)	<ul style="list-style-type: none"> • 8"H. x 27"W. Conc. curb • Drinking fountain/ lavatory/toilet combination fixture, (1) ADA Cell • 36"-40"H. Sloping privacy wall • Floor drain • Intercom • Single occupancy 			HC-C	A24	4@80	320	
Female Holding Cells (2)	<ul style="list-style-type: none"> • 8"H. x 27"W. Conc. curb • Drinking fountain/ lavatory/toilet combination fixture, (1) ADA Cell • 36"-40"H. Sloping privacy wall • Floor drain • Intercom • Single occupancy 			HC-C	A24	2@80	160	
Juvenile Holding Rooms (2)	<ul style="list-style-type: none"> • ()H. x ()W. Bench • (3-4)Loops for handcuffs ~ Security glazing ~ Impact-resistant wall 					2@80	160	<ul style="list-style-type: none"> • Maintain separation from adults' processing and holding • Provide access to Toilet & Shower at Processing Area

Milford, DE
Police Department
Space Needs Assessment

Space	Description	Staff		Space Standards				Comments / Adjacencies
		Current	Proj'd.	Ref. #	Page #	Size	Total	
Laundry	<ul style="list-style-type: none"> • Washer • Dryer • Mop sink • Floor drain ~ () Linear ft. counter & shelves ~ Folding table ~ Laundry cart 						120	
Janitor's Closet	<ul style="list-style-type: none"> • Mop Sink • Floor Drain 						36	
Supplies Storage	~ Open shelving						60	
Net Area							1,984	
50% Internal Circulation Factor							992	
Subtotal : Holding		0	0				2,976	

Milford, DE
Police Department
Space Needs Assessment

Space	Description	Staff		Space Standards				Comments / Adjacencies
		Current	Proj'd.	Ref. #	Page #	Size	Total	
9. PROPERTY (Direct exhaust system for this area is required)								
Evidence Preparation Area	<ul style="list-style-type: none"> • Work counter (bagging & tagging of evidence) • Equipment: <ul style="list-style-type: none"> • Computer terminal (monitor) ~ Large printer ~ Small printer • Sink w/ eyewash • Floor / wall cabinets (supplies) ~ Video monitoring 						100	<ul style="list-style-type: none"> ~ Sally Port ~ Staff Lobby
Evidence Lockers	<ul style="list-style-type: none"> • (2) 3'-Wide modular locker units (Each is divided into various-size compartments) • Compartment number & size: <ul style="list-style-type: none"> • (1) For long gun / rifle • (1) For large bulk items ~ () Medium-size ones ~ () Small-size ones • (1) Refrigerated • Two-way lockers • Keyless access control ~ Drop box (for envelopes, etc.) 					2@36	72	<ul style="list-style-type: none"> ~ Evidence Preparation Area ~ TAC/Evidence Officer
TAC/Evidence Officer	<ul style="list-style-type: none"> • Medium Workstation ~ () Four-drawer file cabinets • Equipment: <ul style="list-style-type: none"> • Computer ~ Printer 	1	1	W-C	A11	64	64	<ul style="list-style-type: none"> ~ Evidence Storage Room ~ Evidence Processing ~ Evidence Lockers

Milford, DE
Police Department
Space Needs Assessment

Space	Description	Staff		Space Standards				Comments / Adjacencies
		Current	Proj'd.	Ref. #	Page #	Size	Total	
Evidence Processing	<ul style="list-style-type: none"> • (1) Work area(s) (built-in w/ wall & floor cabinets) • () Evidence check-out lockers • Counter w/ sink & eyewash • Fuming hood (fuming enclosure) • Vented separately (direct exhaust) 			W-B	A10	72 36 72	180	<ul style="list-style-type: none"> ~ TAC/Evidence Officer ~ Evidence Storage Room
Dusting/Fuming Room	<ul style="list-style-type: none"> • Dusting hood • Fuming hood • Work space ~ Sink w/ eyewash ~ Supplies (wall / floor cabinets) • Vented separately (direct exhaust) 						100	~ Evidence Processing
Supplies Storage	<ul style="list-style-type: none"> • Evidence supplies 						80	<ul style="list-style-type: none"> ~ Evidence Processing ~ TAC/Evidence Officer
Drying Room	<ul style="list-style-type: none"> • Hose bib • Floor drain (filtered separately) ~ Drying enclosure • Vented separately (direct exhaust) 						80	~ Evidence Processing

Milford, DE
Police Department
Space Needs Assessment

Space	Description	Staff		Space Standards				Comments / Adjacencies
		Current	Proj'd.	Ref. #	Page #	Size	Total	
Evidence Storage Room	<ul style="list-style-type: none"> • High-density storage system • Weapon Storage area with wall space or cabinets (separated by chain link fence) • Drug storage (room) • Bio-hazard storage (room) • Cash safe (approx. 3x3 sq. ft.) • Humidity-control refrigerator unit • Work area (desk & chair) ~ Half-high door (Dutch door) ~ Return lockers (for checking in / out evidence used in trial - see Evidence Processing) • Vented separately (direct exhaust) 					1,250 300 100 80 20 20 30	1,800	<ul style="list-style-type: none"> ~ TAC/Evidence Officer ~ Evidence Lockers ~ Evidence Processing ~ Forensic Garage
Bulk Evidence Storage (See Misc. Spaces)							0	
Net Area							2,476	
20% Internal Circulation Factor							495	
Subtotal : Property		1	1				2,971	

Milford, DE
Police Department
Space Needs Assessment

Space	Description	Staff		Space Standards				Comments / Adjacencies
		Current	Proj'd.	Ref. #	Page #	Size	Total	
10. TRAINING								
Training Lieutenant (See Criminal Investigations Lt.)							0	
Training Files	~ () File cabinets						40	• CI/Training Lieutenant
Training Supplies Storage	~ Open shelving						60	• CI/Training Lieutenant
Pre-Function Area	~ () linear ft. Counter/desk(s) ~ () linear ft. Coffee Bar ~ () linear ft. Coat Closet ~ Food serving area						0	~ Training Room ~ Public Lobby ~ Staff Lobby ~ Staff Lounge/Kitchen
Training Room (Use Community Room)	~ Seating with tables for: (24) ~ Raised platform ~ Movable furniture ~ Defense tactics training ~ FATS/Simulation ~ Equipment: ~ Overhead projector ~ Projector screen ~ TV monitors ~ Voice/Data outlets: ~ Perimeter walls ~ Floor-mounted ~ Audio/Visual closet ~ Movable divider wall			TR-E	A20	750	0	~ Staff Lobby ~ Staff Toilets ~ Furniture Storage ~ Simulator Storage
Furniture Storage	~ Training Room movable furniture					150	0	~ Training Room
Net Area							100	
25% Internal Circulation Factor							25	
Subtotal : Training		0	0				125	

Milford, DE
Police Department
Space Needs Assessment

Space	Description	Staff		Space Standards				Comments / Adjacencies
		Current	Proj'd.	Ref. #	Page #	Size	Total	
11. MISCELLANEOUS SPACES								
Sally Port	<ul style="list-style-type: none"> • Drive-thru (desirable) • (2)-Bay garage (large van) • Large Item Storage (temporary storage of large items in secure area) 			SP-T similar	A27	1,000 100	1,100	<ul style="list-style-type: none"> ~ Prisoner Intake Vestibule ~ Prisoner Processing area
CSI Van Garage	<ul style="list-style-type: none"> • (1)-Bay garage • CSI van storage ~ Air-conditioned space 			P-FG similar	A28	630	630	
TOU Van	<ul style="list-style-type: none"> • Should be a covered space (carport) 						0	
K-9 Unit	<ul style="list-style-type: none"> • (2) Dog cages • Outdoor area 					2@15	0	
Patrol Bikes	<ul style="list-style-type: none"> • Bicycles: (10) 			P-B	A25	10@12	120	<ul style="list-style-type: none"> • Possibly in an outbuilding
Motorcycles	<ul style="list-style-type: none"> • Motorcycles: (4) 			P-M		4@90	360	<ul style="list-style-type: none"> • Possibly in an outbuilding ~ Off of secure Staff Parking
Bulk Evidence Storage	<ul style="list-style-type: none"> ~ Large-item property ~ Found property • Bicycles ~ Misc. large items 						400	<ul style="list-style-type: none"> ~ Off of secure Staff Parking
Net Area							2,610	
20% Internal Circulation Factor							522	
Subtotal : Miscellaneous Spaces							3,132	

Space	Description	Staff		Space Standards				Comments / Adjacencies
		Current	Proj'd.	Ref. #	Page #	Size	Total	
12. BUILDING SUPPORT AREAS								
Public Elevator	<ul style="list-style-type: none"> • (2) Floor stops for Public ~ (2) Floor stops for Staff (if shared) 					2@80	160	<ul style="list-style-type: none"> • Public Lobby ~ Controlled access <u>Note:</u> Possible use as shared Public/Staff Elevator (secured when used by staff)
Public Elevator Machine Room							64	<ul style="list-style-type: none"> • Public Elevator
Janitor's Closets (2)	<ul style="list-style-type: none"> • Mop Sink • Floor Drain ~ Shelving for supplies 					2@36	72	~ Public / Staff Toilets
Custodian's Room	<ul style="list-style-type: none"> • Desk space • Equipment: <ul style="list-style-type: none"> • Computer • Work bench • Storage area (supplies/misc. items) 						250	~ Police Staff Lobby
Mechanical Room							250	
Electrical Room(s)							350	
Communications Data Closets (2)	<ul style="list-style-type: none"> • Accessible ceiling space ~ Open shelves • Climate-controlled 					2@30	60	

Milford, DE
Police Department
Space Needs Assessment

Space	Description	Staff		Space Standards				Comments / Adjacencies
		Current	Proj'd.	Ref. #	Page #	Size	Total	
Server Room (Radio/Telephone Room)	<ul style="list-style-type: none"> • Equipment: <ul style="list-style-type: none"> • 911 Server(s) • UPS unit(s) ~ Switch box ~ Equip. rack(s) ~ Storage cabinet ~ Radio cabinet ~ Elec. Panels ~ Printer • Computer / keyboard stand (no desk) • Climate-controlled 						250	<ul style="list-style-type: none"> • One central Server Room for entire building • Secure room <p><u>Note:</u> No water in fire suppression system in this room</p>
Computer Maintenance Area	~ A computer maintenance workshop						120	• Adjacent to Server Room
Fire Exit Stairs (2)	• (2) Floors					2@400 (10x20 per flr.)	800	<ul style="list-style-type: none"> • Minimum number of fire exit stairs required by code • One stair for the Public area, and another for the Staff area
Staff Elevator	• (2) Floor stops					2@80	160	<ul style="list-style-type: none"> • Staff Lobby <p><u>Note:</u> Possible sharing as Public/Staff Elevator (secured when used by staff)</p>
Staff Elevator Machine Room							64	• Staff Elevator
Net Area							2,600	
20% Internal Circulation Factor							520	
Subtotal : Building Support Areas							3,120	

B. Summary

The following table summarizes the spaces / functions above and estimates the total gross building area required for the new building:

BUILDING AREA CALCULATIONS	Current Staff	Projected Staff	Area Required
1. Public Areas	0	0	4,716
2. Staff Common Areas	0	0	4,173
3. Police Administration	6	7	2,911
4. Records	1	1.5	733
5. Communications (Dispatch)	9	9	903
6. Criminal Investigations	3	7.5	2,005
7. Operations	22	30	3,797
8. Holding	0	0	2,976
9. Property	1	1	2,971
10. Training	0	0	125
11. Miscellaneous Spaces			3,132
12. Building Support Areas			3,120
Subtotal			31,562
10% Gross-Up Factor (Common circulation, structure, shafts, etc.)			3,156
TOTAL BUILDING AREA	42	56	34,718

C. Parking Requirements

Police parking:

Police Administration hours are from 8:00am until 5:00pm. In addition to Administration, the Police Department operates its patrol division with two (2) shifts of 12 hours each. Currently there are 4 platoons (A, B, C, & D) of 5, plus a Sgt. The Platoon shifts are as follows: "1st shift" 7am - 7pm, "2nd shift" 7pm - 7am. There are (7) patrol vehicles, which are expected to increase to (10), but not all go out on each shift. The Front Desk is manned by two Communication's Assistants 24 hours per day. Additional civilians include Records Clerks, Administrative Assistant, and an Evidence clerk.

Current Staffing is authorized at approximately (42), of which up to (16) may be present at shift change. It is anticipated that future staffing will grow from the current levels as shown. At 8:00am, additional (10) administrative personnel and other staff arrive at work, but the prior shift can be assumed to have left the building. The Chief, Detectives and K-9 Officer are assigned their own vehicles.

Peak demand time requirements may be considered as the daytime operation, from 8:00am to 5:00pm, and is computed as follows:

1. Officers' civilian cars for 7:00AM shift:	10
2. Civilian and Administrative staff	15
3. Chief's car	1
4. Detective Cars	6
5. Patrol Cars coming back to station	3 (short-term parking)
6. Squad Cars not on road (future)	2
7. Other (official) visitors	2
8. <u>Summer Sworn Officers</u>	<u>10</u>
Total peak parking demand (Staff):	49

Other Police Department outdoor parking needs (covered with electrical outlets available):

1. TOU Van (Carport)
2. SRO Vehicle
3. Car Impound (will be done offsite)
4. CSI Van (will park in CSI Van Garage most of the time)

5. Radar and Community policing trailers

A security fence around Police Parking is recommended.

Public (Visitor) Parking:

Based on discussions with the Police Department, we recommend (5) visitor spaces be provided, plus at least (25) spaces for the Training/Community Room occupants = 30 total

D. Site Area Requirements:

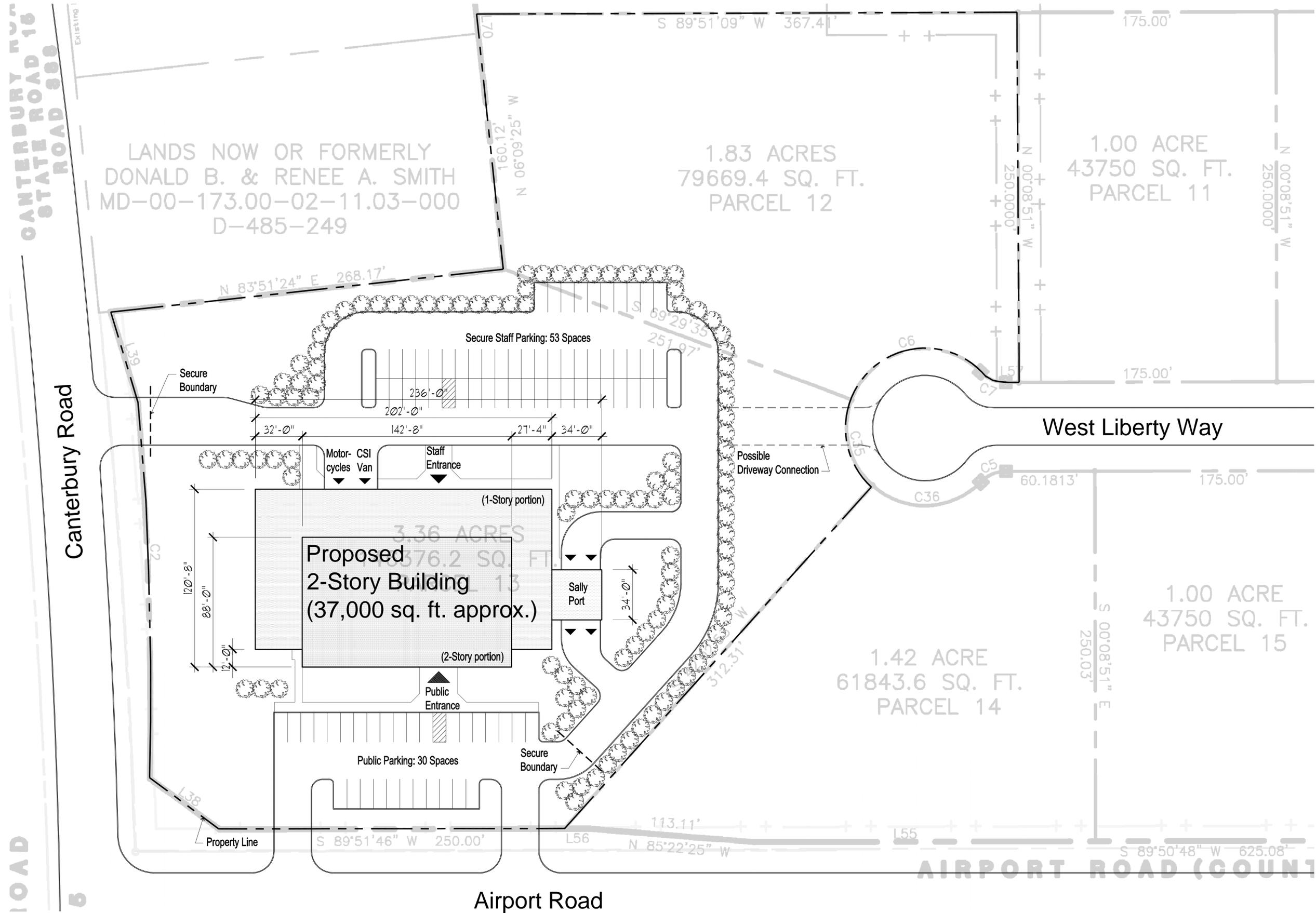
Based on the information provided during the Needs Assessment process, we have projected the required site size for a normal parcel to be approximately four (4) acres, as follows:

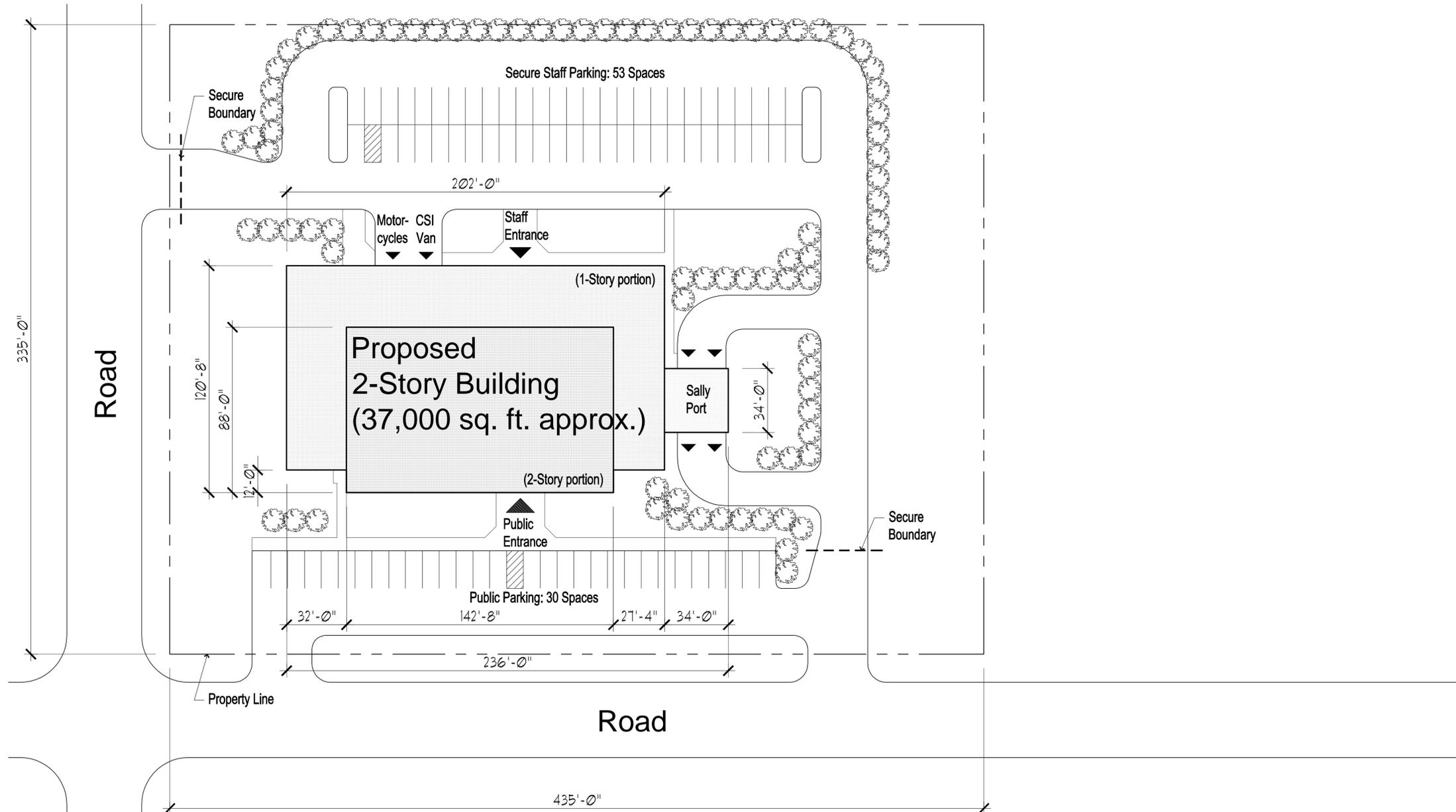
1. Building pad for a 34,000 square foot building;	1 acre
2. Circulation and landscaping	½ acre
3. Parking, based on approximately 80 vehicles: and specialty vehicles	1 acre
4. Future expansion:	½ acre
5. Outbuildings	½ acre
6. Storm-water Detention	½ acre
Total:	4 acres

E. Space Standards: See Appendix A

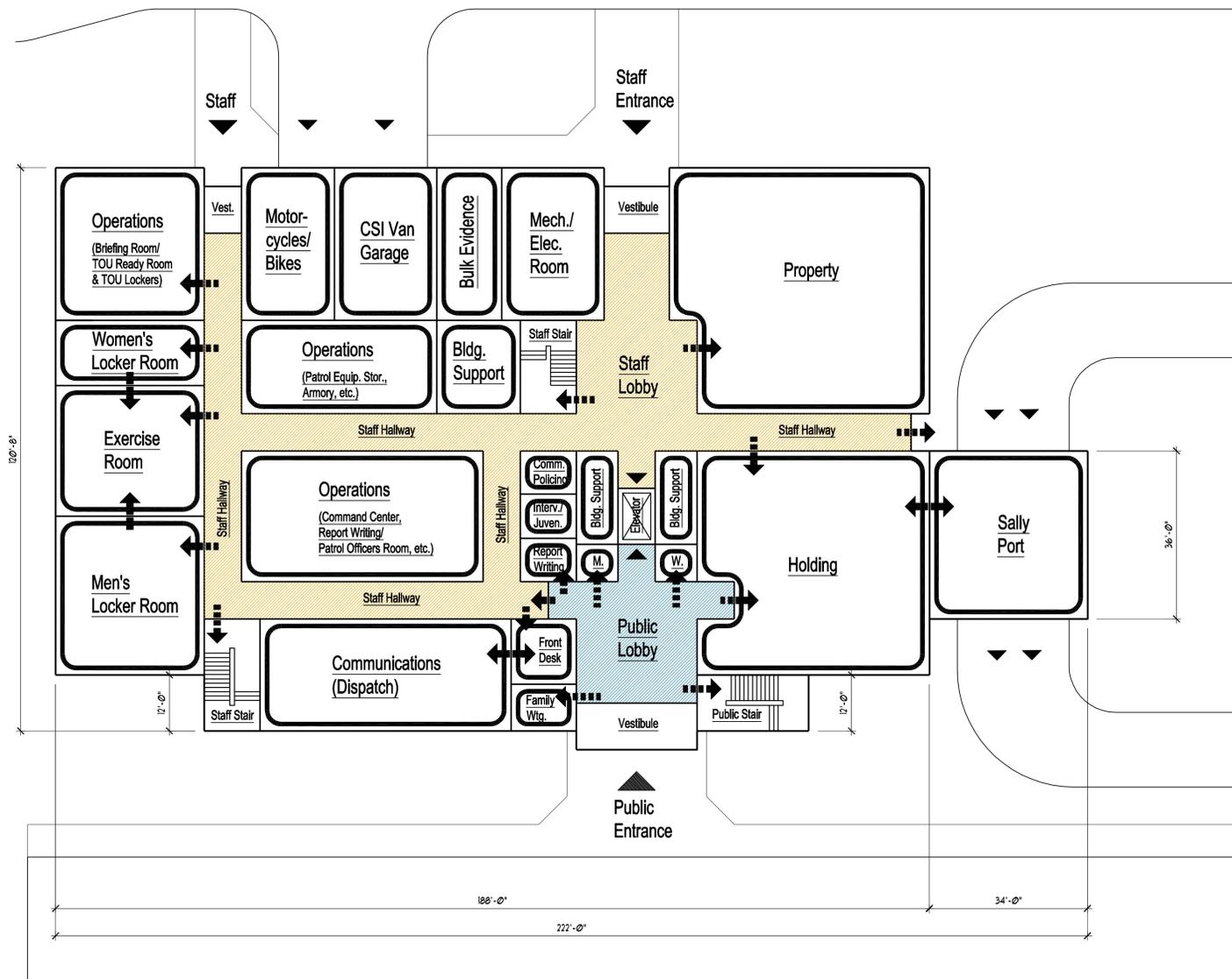
MILFORD, DE POLICE DEPARTMENT
 AUGUST 9, 2016

Redstone Architects			WORK EFFORT UPDATE PROGRAMMING AND PROJECT COST PROJECTIONS	REDSTONE TRIPS TO MILFORD, DE
Principal Redstone. FAIA	Architect Berge, AIA	Project Designer		
2	2		Step 1. Redstone Review Prior Study and Program prior to Visit	
16			Step 2 Meeting and Interviews. (2 days including travel); Part 1- Meet with Committee and key staff to review Objectives; Part 2-Meet with Departments to review operations and update program.	TRIP
4	10		Step 3. Update Space Needs Program; send to Milford	
1	4		Step 4 Update Cost Projections ; send to Milford	
1	1		Step 5. Video Conference to Review updated Program and Cost Projections	
	2		Step 6 Final Draft and Executive Summary	
			Step 7. Presentation to Board (1 day plus travel-OPTIONAL)	Trip Optional
24	19	0	HOURS- SUBTOTAL	
\$ 180.00	\$ 120.00	\$ 75.00	Standard Hourly Rates	
\$ 4,320.00	\$ 2,280.00	\$ -		
		\$ 6,600.00	SUBTOTAL, PROFESSIONAL FEE ESTIMATE-	\$ 6,600.00
			Reimbursable Expenses (estimated)	
			TRIPS: Airfare (1), lodging (1) night and expenses @ \$750.00 PER TRIP (est'd)	\$ 750.00
			Car Rental and Airport Parking @ \$150 PER TRIP	\$ 150.00
			Subtotal- Reimbursable Expenses	\$ 900.00
			TOTAL PROPOSED BUDGET- PROGRAM REVIEW AND COST UPDATE	\$ 7,500.00

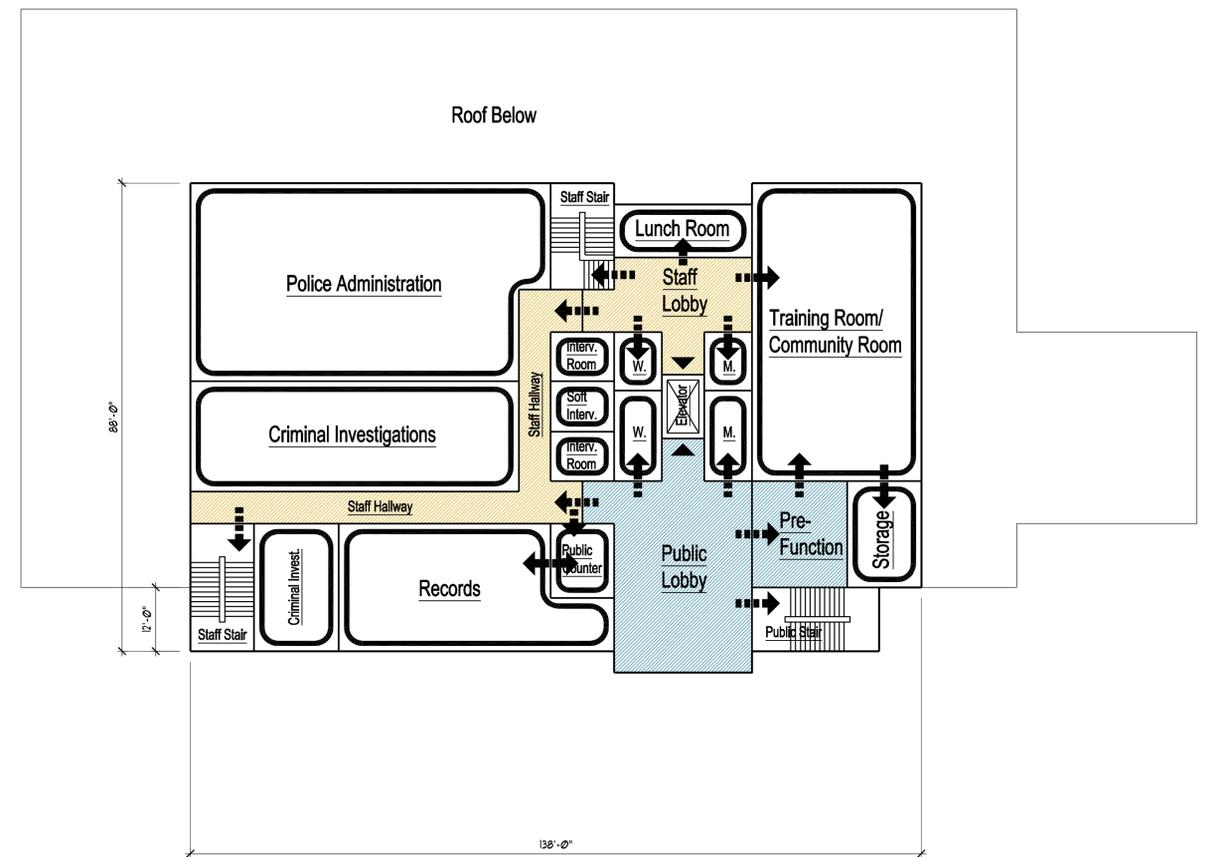




Option "B"
 Partial 2-Story Building



1st. Floor Diagram
(24,750 sq. ft. approx.)



2nd. Floor Diagram
(12,250 sq. ft. approx.)

Public Circulation
Staff Circulation

Option "B":
2-Story Building
Total Building Area: 37,000 sq. ft. approx.

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PROJECT TITLE AND ADDRESS

**Milford Police Department
New Headquarters**
Milford, DE

SHEET TITLE

**Proposed
Floor Block Diagrams**

0 8 16 32 SCALE: 1/16" = 1'-0"



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NOTE:
DO NOT SCALE PRINTS. USE ONLY FIGURED DIMENSIONS.

DATE	SHEET NO.
02/16/11	
PROJECT NO.	
3529.00	

A-4

**Sample
Scopes of Work
For
Police
Staffing or
Operational
Studies**

Scope of Work

The consultant work will be conducted in four phases including a review of current conditions, an evaluation of future service demands, analysis of service delivery options and development of a five-year strategic plan to guide the Department going forward.

Phase I: Review and Evaluation of the Current Organizational Conditions

The consultant will complete a comprehensive review of the Kirkland Police Department's current organizational and service delivery configuration. The purpose of this evaluation is to assess the agency's operations in comparison to industry standards and best practices, as well as to create a benchmark against which options for future service delivery can be measured.

The consultant shall conduct an organizational analysis of the department based on the elements included in the following tasks:

Development of Stakeholder Input

The selected consulting firm will interview City staff in the Police Department and in other departments of the City, the Kirkland City Council, a variety of external organizations, appropriate community decision makers, labor organization representatives and others that the project team deems necessary.

From these interviews, the consultants will obtain additional perspective on operational, economic, and policy issues facing the department and the City. In addition, the project team will learn more about availability of data necessary to analyze the department's ability to meet projected goals.

Review of the Existing Conditions

- Analysis of Community Needs and Expectations
 - Service area characteristics
 - Community perception and knowledge of Police Department services and performance
 - Community dynamics impacting law enforcement
 - Community perception regarding the value of law enforcement services for their investment
 - Public outreach and education and media relations
 - Emerging Crime trends and resulting calls for service

- Department Administrative Systems and Management Capacity
 - Current organizational configuration and service delivery systems
 - Management capacity, configuration and lines of authority
 - Human resource management practices and systems including succession planning and labor/management relations
 - Cultural and generational trends impacting leave use and shift schedules
 - Internal communications

- Department and employee performance measurement systems and accountability
 - Data collection systems and analytical capacity
 - Use of technology systems
 - Records management and public disclosure response
 - Impact of new laws and regulations on current operations
- Law Enforcement Resource Levels, Deployment and Performance
 - Service demand analysis
 - Staffing levels and shift schedule analysis
 - Analysis of overtime use, scheduling and discussion of potential staffing alternatives
 - Response reliability and performance
 - Analysis of specialty service delivery systems and use of regional partnerships (e.g. bomb squad, proactive policing unit, narcotics task force)
- Corrections Division Operational Analysis
 - Demand analysis
 - Staffing levels and shift schedules analysis
 - Analysis of overtime use, scheduling and discussion of potential staffing alternatives
 - Employee recruitment and retention
 - Capacity and cost/benefit of contracting jail beds to other local agencies

Phase II: Future Service Demand

The consultant will conduct an evaluation of community population trends, the impact that future density will have on demands for future services and an assessment of community risk as it relates to current and future service delivery.

- Analysis of demographic and societal changes impacting law enforcement services
- Future service demand as it relates to increasing density and congestion
- Crime trends and resulting need for changes in policing strategies
- Analysis of future risk
- Impact of future changes in external laws and regulations imposed by other levels of government
- Availability of analytical data to evaluate trend data

Phase III: Future Service Delivery Models

The consultant will develop an inventory and analysis of opportunities under which the Kirkland Police Department can improve efficiency and effectiveness.

- The potential for changes in current practices and policies
- Analysis of current partnerships and opportunities to expand or otherwise modify current agreements
- New partnership options that are available and evaluation and development of feasible alternatives
- Analysis of financial issues and challenges including potential costs and short savings and long term cost avoidance
- Opportunities for new uses of technology to maximize department resources

III. Statement of Objectives & Statement of Work

The Town seeks a review and recommendations from the consultant on the following topics. These topics collectively define the consulting project's Statement of Objectives. In responding to this RFP, interested consulting firms shall use the Town's Statement of Objectives to develop a Scope of Work for this effort, which will be included in their RFP response.

1.	Organization & Staffing Model	<ol style="list-style-type: none"> 1. Review current staffing schedules (shift length, days on, days off). Identify other staffing options, pros/cons. Consider command/control, health, and cost aspects. 2. Identify organizational structure and staffing options: <ol style="list-style-type: none"> a. Provide support for each organizational model and number of officers recommended/required. b. Include organizational models involving shared services (as per #5 below) c. Consider number of patrolmen needed on the road at all times and desired response time. d. Identify function(s) not being adequately fulfilled and provide economical suggestions to remediate. 3. As part of identifying organization and staffing models, consideration should be given to: <ol style="list-style-type: none"> a. HR related issues including career advancement, review practices, employee stress, etc.; b. Issues related to excessive overtime, if any, related to understaffing or other reasons; c. Utilization of non-permanent resources (specials), if any; d. Impact on dependent entities (Fire Departments and Ambulance Corps.); e. Leadership succession plan. 4. Assess relationship quality (including command/control aspects) between Town leadership (Town Board, Town Supervisor, Police Commission and Police Chief) and PBA members.
2.	Current PBA Contract	<ol style="list-style-type: none"> 1. Identify any contract provisions not in line with area or national standards, best practices, economic trends and innovations, etc. consider healthcare benefit package before and after retirement. 2. Provide a prioritized list and analysis of contract and potential contractual changes.
3.	Rules & Regulations, Policies & Procedures	<ol style="list-style-type: none"> 1. Review Police Department's current Rules and Regulations / Policies & Procedures based on current accreditation model. 2. Review current policies and rules applicable to lateral hires and promotion. Compare to County and other municipalities with more flexible recruiting and promotion policies. 3. Review information and data regarding complaints from residents. Consult with Police Chief as necessary and identify and report on any appropriate policy changes. 4. Review policies and procedures regarding benefits.
4.	Police Department Resources & Technology	<ol style="list-style-type: none"> 1. Review current Police Department Equipment and technology. Identify gaps or inefficiencies not in line with area standards. 2. Review current equipment and technology in terms of share service potential. 3. cursory review of Police Department spending (non-personnel related) to determine if it is in line with industry norms.
5.	Organizational Efficiencies and	<ol style="list-style-type: none"> 1. Identify organizational efficiency options including shared services. 2. Develop preliminary pros and cons, potential implementation plan.

SECTION 2: BACKGROUND AND SCOPE OF WORK

Purpose of Request for Proposals:

The City of Sherwood is soliciting proposals in order to select an individual or firm to perform a police staffing and workload study and/or analysis.

Services to be provided:

Typical services to be provided may include, but are not limited to the following:

1. Community value and satisfaction measurement:
 - a. Determine the community's value of the police department and associated services, including the types and levels of service the community desires and expects
 - b. Determine the community's level of satisfaction with the police department overall, and with the services provided
2. Workload analysis:
 - a. Determine the workload level using raw data extracted from the police department's CAD system, including considerations of number of responding units needed by call type, the number and frequency of outside agency assistance required, public-demand versus officer-initiated activities, effect of community policing on discretionary patrol time and the time necessary to conduct proactive police activities, and the actual amount of time necessary to handle police calls and activities from inception to completion

3. Patrol Operational analysis:
 - a. Review organizational structure and its implications for staffing. Take into account command/control, safety and cost aspects including overtime.
 - b. Determine how many officers should be assigned to patrol to achieve adequate patrol services to meet the community desires for reactive and proactive levels of service
 - c. Review shift deployment schemes based on (4) 10 hour shifts and make recommendations for efficiency and safety
 - d. Compare deployment and workload to the community's values and service expectations
 - e. Provide a projection of future workload and service demands and additional resources that would be required to meet that workload.
4. Supervision Operational analysis
 - a. Determine the available manpower and compare to supervisory workload based on supervisory duties, administrative duties and call response
5. Support services Operational analysis
 - a. Determine the available support services manpower, including investigations and school resource officers and compare to actual workload and demand, and identify functions and/or services not being adequately addressed
6. Identify functions performed by the police department that could be performed more efficiently by other means and provide options to address
7. Provide and/or recommend a diagnostic tool, system of analysis and/or methodology that can be used by the police department in the future for similar analysis
8. Provide a qualified person to report to City officials upon request by the City (assume 3 meetings)

III. SCOPE/DELIVERABLES

We are interested in working with a firm who will study current and future trends in Law Enforcement (Police). Also review our current operations, organization, responsiveness, programs, equipment, community/regional area trends, population, diversity, future trending and future service needs, wants and opportunities.

As further described in this RFP, the review will include analysis and recommendations primarily concerning the:

1. Police Department's current organization and staffing model;
 - a. Review current staffing schedule. Identify other staffing options, pros/cons. Consider command/control, health, and cost aspects.
 - b. Identify organizational structure and staffing options.
 - c. Provide support for each organizational model and number of officers recommended/required.
 - d. Include organizational models involving shared services (as per # 5 below).
 - e. Get the metrics from police departments (call volume, load, levels, percentage of police officers' time actually tied up on calls, etc.)
 - f. Identify function(s) not being adequately fulfilled and provide economical suggestions to remediate.
 - g. Consider metrics (call volume, load, levels, percentage of police officers' time actually tied up on calls, etc.) to analyze staffing needs and hours of operation.
 - h. As part of identifying organization and staffing models, consideration should be given to:
 - i. HR related issues including career advancement, review practices, employee stress, etc.;
 - ii. Issues related to excessive overtime incurred due to understaffing, if any;
 - iii. Leadership succession plan;
2. Quantify what the workloads are in the police department and identify whether personnel is allocated correctly to meet the workload demands.
3. Police Department's rules and regulations, standard operating procedures and general orders:
 - a. Review Police Department's current Rules and Regulations/Policies and Procedures.
 - b. Review current policies and rules applicable to new hires and promotion. Compare to County and other municipalities with more flexible recruiting and promotion policies.
 - c. Review the role of the Citizen Advisory Board in the area of handling complaints from residents. Consult with Police Chief as necessary and report on any appropriate policy changes.
 - d. Provide input and recommendations on strategies to reduce crime, or the fear of crime.

4. Review current Police Department equipment and technology. Identify gaps or inefficiencies not in line with area standards. (e.g. GPS technologies). cursory review of Police Department spending (non-personnel related) to see if in line with industry norms. Identify the amount of equipment that is really necessary.
5. Identification of options for efficiency improvements including the potential utilization of shared services and merging/regionalization with Carlton County, Fond du Lac, and/or others.

It is important that this review consist of all areas of law enforcement and the programs delivered to the public. Consultant will review data and discuss current and future programs in delivery of law enforcement service in the community with the Police Chief.

The Study will include data gathering to help in analysis and review to make recommendations on program needs and changes, and help plan and prepare for the future in service delivery for our residents and customers. It will set measurable goals and priorities, identify performance problems and apply strategies to follow the path of continuous improvement.

It will provide an outline of desired services and service levels through review of data, discussion with staff and other agencies as needed. This may include new services not currently provided, expansion, change or reductions in service delivery and joint or eliminated services. Include level of importance with timeline in each area of recommended change, modification or implementation of new service. It should identify barriers to recommendations.

An outcome of study should provide information to assist the City Council, Police Chief and City Administrator in strategic planning, along with recommendations for improving organizational efficiencies.

The City expects the Consultant to comply with the following timeline and deliverables:

#	Date	Milestone
1.	May 7, 2013	Project Starts
2.	May, 2013	Consultant: <ul style="list-style-type: none"> ▪ Reviews existing analyses, union labor agreements, and other reporting materials ▪ Interviews with City Council ▪ Meets as necessary with City Administrator and Police Chief ▪ Interviews other police department personnel as deemed useful
3	July 15, 2013	<ul style="list-style-type: none"> ▪ Consultant completes remaining analyses and presents initial report
5.	August, 2013	Final report for this project submitted.