

June 3, 2015

Town of Bridgeville
101 North Main Street
Bridgeville, Delaware 19933

Attn: Jesse Savage
Town Manager

Re: Proposal Professional Engineering Services
Wastewater Treatment Plant Upgrade
Preliminary Engineering and Environmental Reports
Town of Bridgeville
Sussex County, Delaware
DBF # P0372A15.014

*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. Savage:

As requested, Davis, Bowen & Friedel, Inc., (DBF) is pleased to offer the following proposal for professional engineering services associated with completing a Preliminary Engineering and Environmental Report for upgrading the Town's wastewater treatment plant. These reports will be utilized with regulatory and funding agencies, in particular Delaware Department of Natural Resources (DNREC) and United States Department of Agricultural-Rural Development (USDA-RD), in order to gain preliminary approval for the upgraded plant as well as to provide funding assistance.

DBF completed a wastewater facility plan in October 2013 which included a review of the existing wastewater treatment plant and spray irrigation facility with recommendation of upgrading the plant along with the purchase of additional spray lands. However, after several meetings, discussions, additional research on available spray lands and related costs, it was determined by the Town to move forward in a manner as to upgrade the wastewater treatment plant to an advanced process which would allow for stream discharge anytime however continue to use the Town's existing spray lands. This option will allow the Town to forego the need to purchase additional spray lands now or in the near future.

With the new direction to a more advanced wastewater treatment process and need to adequately fund the project, both DNREC and USDA-RD stated they were willing to assist. However, this will require an updated plan to determine the best advanced process for the Town. Therefore, we are proposing to complete a Preliminary Engineering and Environmental Report per USDA-RD guidelines in order to not only gain both DNREC and USDA-RD approval but also to set the Town up for funding from both agencies in order to make the project as affordable as possible for the Town..

DBF proposes to provide the necessary professional engineering services for completion of the Preliminary Engineering and Environmental Reports for meeting the USDA-RD requirements. We anticipate three (3) meetings with the Town to discuss the project as well as one Town Commissioner's meeting to discuss our findings and recommendations. For your benefit, the general summary of each report is as follows:

Preliminary Engineering Report (PER)

A planning document that includes a description of existing facilities, issues to be addressed, technically feasible alternatives, present life-cycle analysis, proposed course of action, cost estimates, operation and maintenance cost estimates, and ultimate recommendations with possible funding sources. The issues to be addressed will include necessary upgrades to meet the Town's stream discharge permit as well as other concerns that are determined during the evaluation phase of this work. This report will be prepared in conjunction with the Environmental Report.

Environmental Report (ER)

A planning document that includes project environmental information and requirements associated with land use, floodplains, wetlands, historic properties, visual aesthetics, biological resources, water quality issues, socio-economic issues, environmental justice, air quality, transportation, noise, and other environmental factors, as related to the PER's recommended alternative. The services for completion of this document also include agency correspondence, public notices, maps, and a completed report as required. This report will be prepared in conjunction with the Preliminary Engineering Report.

Payment Terms and Conditions

These services can be provided under our existing On-Call contract with the Town and under a separate project number for tracking and billing purposes. We propose to complete the proposed scope of services as described above for a lump sum fee of \$50,000. Billing will be invoiced monthly based on actual percentage of work completed during the previous month. All services will be invoiced per the enclosed Schedule of Rates No. 46; please refer to the attached schedule of rates for other terms and conditions.

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

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

Sincerely,
DAVIS, BOWEN & FRIEDEL, INC.

Jason P. Loar, P.E.
Principal

JPL
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Enclosures

Accepted By: _____ Date: _____

TOWN OF BRIDGEVILLE

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

CLASSIFICATION

HOURLY RATE

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.