



GEORGE, MILES & BUHR, LLC



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ENGINEERS

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AUTUMN J. WILLIS

June 18, 2020

Board of Public Works
107 Franklin Avenue
Lewes, DE 19958

Attn: Darrin Gordon
General Manager

Re: Whites Pond Meadows Development
Council Approval Review Services Proposal
Site Plan, Construction Plans and Construction Cost Estimate
Lewes, Delaware

Dear Mr. Gordon:

Per City and BPW preliminary consent approval in late 2019, and the expected Developer submission of the Final City Council Approval Phase plans and documentation, George, Miles & Buhr, LLC (GMB) is pleased to submit our proposal to provide Site Plan, Construction Plan and Construction Cost Estimate Review Services per the City Code Chapter 170 Council Approval guidelines for the referenced project. We understand that these services relate to the review of the Whites Pond Meadows Subdivision Final Site Plan, Final Construction Plans, Final Construction Cost Estimate and Developers Engineer's report, as prepared by the Developers Engineer – Davis, Bowen & Friedel, Inc. – and preparation of a report with findings and recommendations per Section 170-20 Paragraph D of the City's Subdivision and Land Development Code updated through September 10, 2018. Specifically, GMB's work will include the following scope:

Scope of Work

- (1) A review with comments of the improvement construction plans, subdivision site plan, Developers Engineer's report, and response to Planning Commission Conditions/Recommendations and GMB's preliminary consent comments.
- (2) Verification of adjustments of estimates of costs concerning expenses to be borne by the City/BPW, if any, and improvement construction costs which will be the basis for determining the face amount of the performance guarantee.
- (3) Preparation of a letter of review comments addressed to the City of Lewes and Board of Public Works for the Developer to address. Coordinate with the Developer and/or the Developer's Engineer to address review comments.
- (4) Attend Lewes Planning Commission, and Lewes City Council, meetings and public hearings to answer any Commission or Council questions.

Fee Estimate

Council Approval Review Services	\$9,200
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We would bill for our services on an hourly basis plus reimbursable expenses per our standard procedure and the attached Schedule and General Conditions. **We**

understand that the Developer will be required to submit the fees noted above in escrow prior to commencing the application review.

Schedule

We expect the review to be completed within three (3) weeks upon escrow fee submission by the Developer, GMB's subsequent receipt of the executed contract from the BPW, and receipt of the Developer's construction plans, cost estimate and engineer's report.

Notes/Exclusions

- The review comment letter will include both City and BPW comments for cost savings, clarity, and ease of address by the Developer.
- All necessary standard details for the construction plans were also forwarded to the Developer's Engineer.
- Review of stormwater management and the electric utility are not included in GMB's scope of work. GMB will review stormwater in terms of internal piping and catch basins and offer comment on potential best management practices.

If this proposal is acceptable to the Board of Public Works, please execute in the space provided below and return one (1) copy by email, fax, or regular mail, to this office. If you have any questions, please contact me at 302.628.1421. Thank you.

Sincerely,



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

COD/jad
Enclosures

cc: City of Lewes
Attn: Ann Marie Townshend
Attn: Janelle Cornwell

ACCEPTED FOR THE LEWES BOARD OF PUBLIC WORKS:

By: _____

Title: _____

Date: _____

SCHEDULE OF HOURLY RATES & EXPENSES

HOURLY RATES

Effective January 1, 2020

CLASSIFICATION	HOURLY RATE
Senior Project Director	\$ 175.00 - \$ 210.00
Project Director	\$ 150.00 - \$ 190.00
Senior Project Manager	\$ 125.00 - \$ 170.00
Project Manager	\$ 105.00 - \$ 145.00
Assistant Project Manager	\$ 105.00 - \$ 135.00
Senior Project Engineer/Architect/Landscape Arch	\$ 105.00 - \$ 135.00
Project Engineer/Architect/Landscape Arch	\$ 95.00 - \$ 130.00
Graduate Engineer/Architect/Landscape Arch	\$ 85.00 - \$ 125.00
Senior Designer	\$ 80.00 - \$ 130.00
Designer	\$ 65.00 - \$ 100.00
CADD Operator	\$ 60.00 - \$ 85.00
Construction Representative	\$ 80.00 - \$ 120.00
Resident Project Representative (RPR)	\$ 55.00 - \$ 110.00
Senior Project Coordinator	\$ 80.00 - \$ 110.00
Project Coordinator	\$ 65.00 - \$ 100.00
Surveyor	\$ 95.00 - \$ 135.00
Survey Crew Chief	\$ 70.00 - \$ 120.00
Survey Technician	\$ 40.00 - \$ 80.00
Administrative/IT Support	\$ 40.00 - \$ 100.00
GIS Specialist	\$ 60.00 - \$ 95.00
Senior Technician	\$ 50.00 - \$ 100.00
Technician	\$ 30.00 - \$ 60.00

EXPENSES

All items per each, unless noted.

Internal:

Photocopies:	
Black & White	\$ 0.20
Color	\$ 0.50
Prints/Plots:	
Black & White/Color	\$ 0.50 /s.f.
Mylar	\$ 2.00 /s.f.
Travel:	
Mileage	\$ 0.575/mile*
Subsistence (Meals & Lodging)	At Actual Cost
Overnight/Immediate Delivery	At Actual Cost
Survey Crew Rates	
2 person crew	\$ 130.00/hour
3 person crew	\$ 150.00/hour
Other:	
Electronic Media Copies/Transfers/File	\$ 300.00/file
Website Project File Sharing	\$ 1.00/MB/month
Construction Management Software	\$ 200.00/month
Surveying Equipment/Total Station Only	\$ 35.00 /day
Surveying Equipment/Total Station + GPS Unit	\$ 150.00 /day

* To be adjusted annually on January 1, in accordance with the Internal Revenue Service Directives

GENERAL CONDITIONS

(Effective July 1, 2019)

AGREEMENT

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

FEES, RETAINER

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

INVOICES

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

EXPENSES

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

LIABILITY & CLAIMS

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

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

INSTRUMENTS OF SERVICE

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

APPROVALS

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

TERMINATION/SUSPENSION OF WORK

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

CONSTRUCTION SAFETY

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

CONSTRUCTION ESTIMATES

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

CONSTRUCTION SCHEDULES

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

HAZARDOUS MATERIALS

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

GOVERNING LAWS; VENUE

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