



**REMINGTON  
& VERNICK  
ENGINEERS**

University Office Plaza, Bellevue Building  
262 Chapman Road, Suite 105  
Newark, DE 19702  
O: (302) 266-0212  
F: (302) 266-6208

October 18, 2023

**Recommended by Infrastructure  
Committee 11/8/23**

**Town of Dewey Beach**  
*Attn: Mr. Bill Zolper, Town Manager*  
105 Rodney Ave.  
Dewey Beach, DE 19971

**Re: Proposal to Provide Construction Management  
and Inspection Services  
Stormwater Pipe Relining Project, Phase 2  
Town of Dewey Beach, DE**

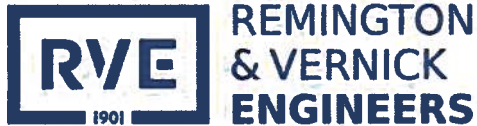
Dear Mr. Zolper:

**Remington & Vernick Engineers (RVE)** is pleased to provide this proposal to provide construction management and inspections services associated with the Stormwater Pipe Relining Project. This is a continuation of the on-going GIS Stormwater Infrastructure Management Mapping Database project. We will proceed with Phase 2: Recommend to reline in the next several years or perform other types of repairs, which would include the construction management and inspection of the Stormwater pipe relining on Rodney Avenue, Dickenson Avenue, Van Dyke Avenue and Collins Avenue (see attached project area map for reference).

The scope of construction items includes the relining of multiple storm sewer line sections on Rodney Avenue, Dickenson Avenue, Van Dyke Avenue and Collins Avenue. We understand that the Town wants to only concentrate on Dickinson Avenue and Collins Avenue as a priority. The Town is not as concerned with Rodney Avenue and Van Dyke Avenue at this time because Dewey Beach Enterprises is responsible for the outfalls on Van Dyke Avenue and Dewey Beach currently has on-going construction on Rodney Avenue. We also understand that the Town would still like to see the overall cost for the Phase 2 portion of the Town. Therefore, as itemized below, we have provided a breakdown by street name and lengths of the work to be completed.

This proposal to provide construction management and inspection services for the stormwater pipe relining project, phase 2 only covers Dickinson Avenue and Collins Avenue as a priority for 2023/2024. Should the Town of Dewey Beach or Dewey Beach Enterprises want to proceed with the relining Rodney Avenue and Van Dyke Avenue in the future, RVE will submit another proposal to perform construction management and inspection services for the stormwater pipe relining project, phase 2 under separate cover.

The relining is to be performed using Mtube liner with AOC resin. Work timeframe and duration to begin in 2023 and be completed on or before 4/15/2024 and to be performed concurrently with low tidal conditions. Price includes cleaning, televising, plugging, bypass pumping, groundwater control and dewatering, as necessary and all necessary restorations and incidental work. See attached proposed scope of work, dated 10/13/2023, detailed from Insituform Technologies, LLC (ITLLC).



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This phase 2 of the stormwater pipe relining project covering Dickinson Avenue and Collins Avenue as a priority for 2023/2024 breaks down as follows:

**DEWEY BEACH MS4 PHASE 2-2023/2024**

UMH	DMH	HC, days	Street	MATERIAL	Di a	Length	Noted Issues	Unit Price	Total Price
2-D-IN-02	2-D-OF-02	0.5	DICKINSON	RCP	18	80		\$185	\$14,800.00
CB-3	2-CB-04	1	COLLINS	RCP	18	160		\$185	\$29,600.00
2-CB-04	2-C-OF-05	2	COLLINS	RCP	21	293	Bulkheading around the outlet will be needed.	\$300	\$87,900.00
2-CB-05	2-CB-04	0.5	COLLINS	RCP	15	50		\$175	\$8,750.00
		4				583			
								<b>Total:</b>	<b>\$141,050.00</b>

See attached proposed scope of work, dated 10/13/2023, detailed from Insituform Technologies, LLC (ITLLC).

**Note:**

1. Pipes to be relined have varying degrees of sand that requires low tide to clean, plugging and sandbagging of the outlets.
2. Cleaning work can be extensive, even for pipes cleaned last year. We have budgeted 4 full days, which should be sufficient but cannot guarantee it.
3. Any days over 4 days would be \$4,500 per day extra charge.
4. Bulkheading would be performed using one cubic yard sandbags.
5. Anything beyond sandbags, such as sheet piling, would increase the cost.
6. All outlet pipes are being photographed /videoed today under low tide and will be provided.



This phase 2 of the stormwater pipe relining project, should the Town of Dewey Beach or Dewey Beach Enterprises want to proceed with the relining Rodney Avenue and Van Dyke Avenue in the future, breaks down as follows:

**DEWEY BEACH MS4 PHASE 2 - Dewey Beach Enterprises**

UMH	DMH	HC, days	Street	MATERIAL	Di a	Lengt h	Noted Issues	Unit Price	Total Price
2-R-CB-01	2-OF-01	2	RODNEY	RCP	15	200	Portion of the pipe under sand. Requires Heavy Cleaning/RET V (Est 200lf)	\$165	\$33,000.00
2-CB-03	2-V-OF-03	3	VANDYK E	RCP	18	600	Portion of the pipe under sand. Requires Heavy Cleaning/RET V	\$190	\$114,000.00
		5				800			
								<b>Total:</b>	<b>\$147,000.00</b>

RVE will submit another proposal to perform construction management and inspection services for the stormwater pipe relining project covering Rodney Avenue and Van Dyke Avenue in the future, under separate cover.



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The scope of services to provide construction management and inspection services for the stormwater pipe relining project, phase 2 only covering Dickinson Avenue and Collins Avenue as a priority for 2023/2024 and their associated costs are detailed herein.

### **SCOPE OF SERVICES**

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Our specific scope of services is as follows:

#### **Phase 01 – Construction Management and Inspection (\$6,000)**

1. Attendance at one (1) preconstruction meeting.
2. Review of product and material submittals.
3. Part time (4 hours per day min.) on-site inspection.
4. Contract administration.
5. Project closeout.

#### **Phase RE – Reimbursable Expenses (\$500.00)**

1. Includes mileage and reproductions associated with this project.

### **COST OF SERVICES**

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RVE's total fee for providing the construction management and inspection services described above is the Not-to-Exceed amount of **\$6,500.00**. The total Not-to-Exceed budget will not be adjusted without the prior approval of the Town for the additional costs associated with a specific change in the scope of work.

A man-hour breakdown can be provided for your information. A man-hour breakdown is an estimate of the resources and time required to perform each task outlined in the proposal. RVE does reserve the right to reallocate man-hours between in-scope tasks, as necessary to provide the required deliverables.

We trust the information provided meets your requirements for this project.

Should you have any questions or require additional information, please do not hesitate to contact me in our Newark, DE office at (302) 266-0212.

Very truly yours,  
**Remington & Vernick Engineers**

Christopher J. Fazio, P.E., C.M.E.  
Executive Vice President

cc: Jim Dedes, Assistant Town Manager  
Sharon Marrazzo, Project Analyst



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ENGINEERS**

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Acceptance:

I, on behalf of the Town of Dewey Beach, DE, authorize Remington & Vernick Engineers to proceed with the work as described above.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

Previously known as



HQ/Contracts: 580 Goddard Ave,  
Chesterfield, Mo 63005



Date: October 13, 2023

**SALESFORCE ID Dewey Beach 2023 – Phase 3 - N53019**

**Services Performed For:**

Remington & Vernick Engineers  
262 Chapman Rd Suite 105  
Newark, DE 19702  
Contact: Kevin Zelinsky  
Email: kevin.zelinsky@rve.com

**Services Performed By:**

Insituform Technologies  
567 Walther Road  
Newark, DE 19702  
Matt Zakutny  
O: 302-286-0701

**Re: RVE – Collins & Dickinson - Dewey Beach DE 19971**

Insituform Technologies, LLC (ITLLC) is pleased to provide the following Proposal for the scope of work detailed below for the above-referenced Project.

**PROPOSAL PRICING**

**Estimated Total \$141,050.00**

ITLLC proposes the following pricing for the scope of services described herein:

To Reline approximately, 583LF of Storm Sewer Pipes, 15"-21" in Dia. .... Lump Sum of \$141,050.00  
**Please see attached spreadsheet. Work to be done by 4/15/2024.**

It is expected that the prime contractor shall support Insituform and recommended personnel on site every hour which we are performing our work.

**ITLLC SCOPE OF WORK / RESPONSIBILITIES**

ITLLC will provide the following:

1. Mobilization and demobilization of personnel, equipment, and materials to and from the Project site.
2. To clean and remove all the sediment and debris from the sewer for Dewey Beach to accept conditions of the pipe.
3. Once cleaned and Relined, we will post televise the line segments as required on a per job basis.
4. Standard insurance coverage with the following limits:  
 General Liability: \$2,000,000 per occurrence/\$4,000,000 aggregate  
 Auto: \$2,000,000 Combined Single Limit  
 Workers Compensation: Statutory with \$1,000,000 Employer's Liability  
 The above insurance shall not include Primary and Non-Contributory Coverage and ITLLC shall not provide a Waiver of Subrogation endorsement.

**ASSUMPTIONS AND QUALIFICATIONS**

ITLLC's Proposal Pricing is based upon the following assumptions and clarifications:

1. ITLLC assumes the work will be completed during dry weather conditions.
2. Quantities are estimated. Customer shall be invoiced for actual quantities at the above unit prices.
3. ITLLC is an open-shop company and shall not be subject to any union requirements or agreements and will not enter into any Project Labor Agreement or any such similar agreement for this Project. When required by the Contract

Documents, ITLLC will then pay the Prevailing Wages in effect for the Project and will submit Certified Payroll Reports in a timely manner, if applicable.

**NOTE:** Modifications to the Scope of Work/Responsibilities of ITLLC may result in a change in price and/or duration.

**EXCLUSIONS:**

The following items are excluded from ITLLC's above Pricing and Scope of Services / Responsibilities stated in this Proposal. These items, if necessary, applicable, or otherwise required, shall be furnished by Customer, at Customer's direction and at no cost to ITLLC or may, upon mutual agreement in writing between ITLLC and Customer, be provided by ITLLC at an additional cost:

1. Permits, licenses and construction easements.
2. Engineer shall be responsible for locating all manholes on the project and ensuring access is possible.
3. Environmental/erosion controls (i.e., hay bales, silt fence etc.) that may be required adjacent to manholes, access points and/or water supply hose. Restoration will be performed by the prime contractor.
4. Engineer to provide water to jobsite for Insituform.
5. Repair of pipe damaged during any industry standard high-pressure jet cleaning operations, and any subsequent cleaning necessary to remove debris that has fallen into the pipe because of any such collapse or repair.
6. Locations of and access (of ITLLC equipment and/or personnel) to all manholes associated with the project and as required by ITLLC's work plan.
7. Payment and Performance bonds. If payment and performance bonds are required, add 5% to the total Project cost.
8. Removal and disposal of any hazardous or toxic materials encountered during the Project.
9. Holiday work, rush delivery or adverse weather work (as defined by ITLLC).
10. Sales tax on materials is included in this proposal.

Additional premiums for special insurance coverage(s) specific to this project.

**GENERAL TERMS AND CONDITIONS:**

1. ITLLC's Proposal is conditioned upon Customer's acceptance of the terms and conditions set forth herein. Customer's ordering of material or services by purchase order or otherwise, shall be treated as Customer's acceptance of such terms and conditions. All terms and conditions in Customer's purchase order or in any other communication to ITLLC, whether submitted previously or subsequently to this Proposal, which are additional to or inconsistent with the terms and conditions of this Proposal are not binding upon ITLLC and shall not be applicable to this Proposal, except to the extent accepted in writing by ITLLC. Any change or amendment to this Proposal, to be binding upon ITLLC, must be accepted in writing by ITLLC.
2. This Proposal is valid for 30 days, unless otherwise extended by ITLLC.
3. **PAYMENT:** Payment is due in full, without exception or retention, within 30 days of the date of the invoice. Monthly partial progress payments may be requested for the value of work in progress or completed, including materials delivered to the Project site. Payments due and unpaid shall bear interest at the rate of 1½ % per month from the date payment is due. Should ITLLC incur costs or expenses to collect monies claimed due hereunder from Customer, Customer shall pay to ITLLC, in addition to all other sums due to ITLLC, attorneys' fees, consultants' costs, and other expenses and costs, including but not limited to litigation and/or arbitration expenses and arbitrator compensation, in connection therewith.
4. ITLLC is not a union shop and shall not be subject to any union requirements or agreements or project labor agreements. On public projects where required, ITLLC will pay prevailing wages as identified by Customer prior to submission of this Proposal.
5. Should ITLLC learn of any information that causes ITLLC concern about Customer's ability to pay and/or perform any of its obligations owing to ITLLC under Proposal, ITLLC has the right to request Customer to provide ITLLC adequate assurance of due performance on such terms as are deemed reasonable by ITLLC when acting in good faith, including the right to await full or partial payment from Customer as required by ITLLC. In such an instance, ITLLC

- may suspend its performance pending ITLLC's receipt of adequate assurance of due payment and/or performance in a manner found acceptable by ITLLC.
6. ITLLC shall not be responsible for any inability to perform under this Proposal or for any loss or damage due to delays or disruptions resulting directly or indirectly from, or contributed to by, any act of God, action or omission of Customer, act of civil or military authorities, fire, strike or other labor dispute, accident, flood, adverse weather, war, riot, terrorism, transportation delay, inability to obtain material or fuel supplies, or any other circumstances beyond ITLLC's reasonable control, whether similar or dissimilar to any of the foregoing. If ITLLC crews are delayed on site for reasons beyond the control of ITLLC, then ITLLC's standby time will be invoiced to Customer at an hourly rate of **\$500.00** per hour.
  7. Claims for Changed, Concealed or Unknown Conditions: If conditions are encountered at the site which are (1) materially changed; (2) subsurface or otherwise concealed physical conditions which differ materially from the information upon which this Proposal is based or (3) unknown physical conditions of an unusual nature, which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for herein, then the Proposal Price and Time shall be equitably adjusted to address the conditions, where prior written notification and approval of claims exist.
  8. If, during the performance of this contract, any cost price determining factor considered by Subcontractor in determining the contract price significantly increases, through no fault of Subcontractor, the price of this contract shall be equitably adjusted by an amount reasonably necessary to cover any such significant price increases. As used herein, a significant price increase shall mean any increase in price exceeding 5% experienced by Subcontractor from the date of the contract signing. Price increases resulting from increased costs of materials, labor, fuel, freight, and other cost inputs shall be verified, in writing, by Subcontractor's Vice President of Procurement. Due to the confidential nature of Subcontractor's pricing from Vendors, verification shall consist of a statement of percentage change in cost from the date of Subcontractor's estimate through the date of the change order request. Where the delivery of any material is delayed, through no fault of Subcontractor because of the shortage or unavailability of any raw materials, including resin, Subcontractor shall not be liable for any additional costs or damages associated with such delay(s). Nothing contained in this clause shall preclude Subcontractor from entitlement to more than one equitable adjustment if its costs continue to significantly (as defined above) rise during the duration of the project.
  9. This agreement may be terminated by either party upon seven (7) days written notice should the other party fail substantially to perform in accordance herewith through no fault of the party initiating the termination.
  10. The terms and conditions of this Proposal form the entire agreement between the parties. All other terms, proposals, negotiations, representations, recommendations, statements, or agreements, whether made or issued contemporaneously or previously, are excluded from and are not a part of this Proposal and have no binding or enforceable effect. This Proposal, if accepted, shall be binding on the parties and their respective successors and assigns.

The information contained in this letter is proprietary to Insituform Technologies, LLC. and shall be retained by the recipient in confidence and shall not be published or otherwise disclosed to third parties without the express written consent of Insituform Technologies, LLC. The foregoing shall not preclude the use of any data which (i) was in its possession without restriction as to use prior to receipt as proprietary of the same or similar data from Insituform Technologies, LLC., (ii) is or becomes available from a public source on or after such receipt from Insituform Technologies, LLC. or (iii) is obtained by the recipient from a third party not under obligation of confidentiality or other restriction with respect to use.

**LIMITED WARRANTY:**

IN LIEU OF ALL OTHER EXPRESSED OR IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, CONTRACTOR AGREES TO CORRECT ANY DEFECT IN THE MATERIALS OR SERVICES PROVIDED BY CONTRACTOR WHICH ARE BROUGHT TO THE ATTENTION OF CONTRACTOR WITHIN ONE YEAR FOLLOWING COMPLETION OF CONTRACTOR'S WORK, PROVIDED OWNER AFFORDS CONTRACTOR SUITABLE ACCESS AND WORKING CONDITIONS TO ACCOMPLISH SUCH CORRECTION.

**MUTUAL RELEASE OF CONSEQUENTIAL DAMAGES:**

Neither party shall be liable to the other for consequential damages relating to or arising out of the Contract.

The information contained in this letter is proprietary to Insituform Technologies, LLC. and shall be retained by the recipient in confidence and shall not be published or otherwise disclosed to third parties without the express written consent of Insituform Technologies, LLC. The foregoing shall not preclude the use of any data which (i) was in its possession without restriction as to use prior to receipt as proprietary of the same or similar data from Insituform Technologies, LLC., (ii) is or becomes available from a public source on or after such receipt from Insituform Technologies, LLC. or (iii) is obtained by the recipient from a third party not under obligation of confidentiality or other restriction with respect to use.

**CUSTOMER TO COMPLETE THE FOLLOWING: (JUST ADDED SECTION)**

**Is Project Tax Exempt Y or N? \_\_\_\_\_ (If yes customer shall supply project exemption certificate)**

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**Are Prevailing Wages Applicable – Y or N?** \_\_\_\_\_ **If Yes – State Wages or Davis Bacon?** \_\_\_\_\_  
**Have you worked with Insituform Technologies, LLC or En Tech Infrastructure within past 5 years?** \_\_\_\_\_

Please do not hesitate to contact me with any further questions at 302-286-0701.

Very truly yours,

**Insituform Technologies, LLC.**

Accepted By: \_\_\_\_\_  
(signed)

Date: \_\_\_\_\_

\_\_\_\_\_  
(print name)

Title: \_\_\_\_\_

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