



Transmitted via Email: [townmanager@townofdeweybeach.com](mailto:townmanager@townofdeweybeach.com)

September 6, 2024

Town of Dewey Beach  
105 Rodney Avenue  
Dewey Beach, Delaware 19971

Attn: Mr. Bill Zolper, Town Manager

Re: Professional Engineering Services – Jersey Street Infiltration System  
Town of Dewey Beach, Lewes & Rehoboth Hundred  
Sussex County, Delaware  
Proposal No. 2024-22

Dear Mr. Zolper:

Pursuant to your request, Beacon Engineering, LLC (BEACON) is pleased to provide a proposal for engineering and construction phase services for developing construction plans for 2 infiltration trenches to be constructed on Jersey Street. The systems would be installed between the edge of paving and the right-of-way to avoid the cost of pavement restoration and easement acquisition. One system would be located generally in front of 15 Jersey Street on the Ocean Block. The second system would be located generally in front of 109 Jersey Street, between King Charles Avenue and Bayard Avenue.

### **Assumptions**

The following Assumptions were made during the preparation of this proposal. Should any of these Assumptions be determined to be invalid, work scope revisions and/or additional fees may be necessary.

1. No topographic or boundary survey is proposed. Base sheets will be prepared using Delaware geospatial data and field measurements to establish the work area between the edge of paving and the existing line of utility poles.
2. Plans will be prepared on D-size sheets (24" x 36").
3. Total site limit of disturbance is assumed to be less than 5,000 SF. Therefore, no permits from the Sussex Conservation District would be required.
4. Though Jersey Street east of King Charles Avenue is maintained by DelDOT, it is not anticipated that a utility permit from DelDOT would be required. In the event that a utility permit is required, Beacon would be pleased to support the Dewey Beach UPA Administrator with seeking either a utility construction permit or a safety permit.

## Scope of Services

Task 1: Infiltration Testing: This investigation will be conducted following the February 2019 DNREC Guidelines for SWM Investigations, and will include drilling hand auger probes to determine soil type and estimated seasonal high groundwater (SHG), and review of available geological and soil survey literature for the site. Hand auger probes will be drilled to the limiting layer or groundwater (maximum depth 10 feet). A total of 6 infiltration tests will be conducted, 3 at each location. At completion of the field work, we will prepare a short form summary report that will describe the general soil and groundwater conditions encountered and will include recommendations for infiltration trench design.

This proposal does not include provisions for repair of ground surface disturbance caused by the investigation. We will keep the disturbance to the absolute minimum required for access. It is assumed that the site is accessible by truck and backhoe. Clearing to access the testing locations is excluded. Site will be left in an unpaved condition. permanent stabilization using seed/sod or gravel is excluded from this proposal.

This proposal assumes that the soil from the hand augers and excavation can be used as backfill for the boring holes and infiltration test sites. This proposal does not include provisions to place the excavated soil into drums for removal from site. The all excavations will be backfilled upon completion. We will leave the area clean and safe.

Also included in this task is backhoe rental and services of a qualified operator to excavate for the proposed infiltration tests.

Task 2: Construction Plans: Prepare 1 construction plan for each location at a scale of 1" = 10' for the proposed improvements. These plans will include the surface planimetrics of all existing and proposed improvements; approximate location of charted existing buried utilities; approximate location of the street right-of-way; and construction base lines and dimensions to be used to assist the Surveyor with construction stakeout. Site related details will also be provided. BEACON would coordinate with County Utility Staff to establish details and protocols for addressing utility conflicts that may be encountered during construction.

One Owner review meeting is included in this phase.

Task 3: Bidding: Should you desire BEACON to provide bid phase assistance, we propose to provide such assistance on an hourly basis subject to the proposed estimated fee. Services would consist of preparation of advertisements for bids and place advertisement in the Cape Gazette and the Delaware News Journal on behalf of the Town. BEACON will attend 1 pre-bid meeting, prepare meeting minutes, review and respond to bidder requests for information, prepare addenda as applicable, attend the bid opening, review bids, and make a recommendation of award to the Board of Commissioners.

Task 4: Construction Administration: Should you desire BEACON to provide construction phase assistance, we propose to provide such assistance on an hourly basis subject to the proposed estimated fee. Our services would include acting as the liaison during construction by responding

to Contractor's request for information, attendance at the pre-construction conference and prepare minutes, review Contractor submittals for general compliance with specifications, respond to questions that arise during construction, review partial payment requests, and make payment recommendations, review change order requests and make recommendations, conduct final inspections and project closeout services. Construction administration is limited to a 30-calendar day construction period.

Task 5: Resident Inspection Representation: Provide a part-time resident project representative (RPR) at the site to observe the excavation and site preparation complies with the contract specifications and soil scientist recommendations. The RPR shall also be responsible for recording the activities during each site visit, conveying field questions to the Engineer, and acting as the liaison between the Contractor and the Engineer/Owner. The total budgeted RPR time is 20 hours.

Task 6: Out-of-Scope/Additional Services: Additional and out-of-scope services/tasks may be requested by you from time to time as circumstances dictate. Such services will be provided at our hourly rates as indicated in the attached General Terms & Conditions. Examples of out-of-scope services include, but are not limited to, meetings, teleconferences, miscellaneous liaison, emails, etc. other than as identified in this proposal. These costs shall not count against the scope of services estimated or lump sum fees. "After-hours" services will be billed at the after-hours rate. Hourly rates may be evaluated annually in January and may be subject to change without prior notification.

### Exclusions

All services not specifically described within this proposal were not anticipated at the time of its writing and are therefore not included within the indicated Scope or Fee. The following is a list of related services that BEACON would be pleased to provide, should the need arise. Note that BEACON will not initiate any additional services without your written authorization.

1. Plan Changes and/or Name Changes beyond Concept Stage Approval
2. Topographic and Boundary Survey, Easement Exhibits, As-Built Services and other surveying services
3. Offsite studies
4. Preparation of special plans or exhibits required for additional hearings
5. Color renderings
6. Expert testimony or attendance at Public Hearings
7. Environmental variances, alternatives, analyses, permits, or mitigation plans
8. Any offsite environmental mitigation area site search, plan preparation, or negotiation

### Fees & Payments

BEACON proposes to complete the described Scope of Services for the following lump sum or estimated fee.

	<u>Scope of Service Task</u>	<u>Fee Type</u>	<u>Revised Fee</u>
1.	Infiltration Testing	Estimated	\$7,000
	a. Reimbursable Fee (15%)	Estimated	\$1,050

2. Construction Plans	Lump Sum	\$14,500
3. Bidding	Estimated	\$3,700
4. Construction Administration	Estimated	\$1,900
5. Resident Inspection Representation	Estimated	\$2,500
6. Out-of-Scope/Additional Services	T&M	<u>Open</u>
<b>Total Lump Sum &amp; Estimated Fee*</b>		<b>\$30,650</b>

\* Total Fee excludes As-Builts & Certifications and Reimbursable Expenses.

For budgetary purposes, we estimate Reimbursable Expenses (reproduction, large format prints, small format prints, postage, etc.) and travel to be in the range of \$1,000. As indicated in our General Terms & Conditions, Reimbursable Expenses would be billed at cost plus 15% for the amount of Reimbursable Expenses actually incurred. (Please note the estimated fee can vary depending on the magnitude of agency comments and the number of drawings in the construction set.)

### Basis for Payment

Invoices shall be rendered on a periodic basis, not less than monthly, for work completed to date. Payment shall be due to BEACON upon receipt. Should payment not be received within 20 days of the invoice date, all work could be suspended. No written or verbal work product will be provided if your account is not kept current. Client shall be responsible for paying BEACON in full for all services provided regardless of whether the project is financed, approved, or constructed.

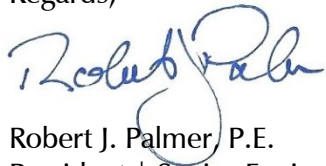
### Proprietary Notice and Acceptance

This proposal is the property of and is proprietary to Beacon Engineering, LLC and shall not be reproduced (used except for evaluation purposes), or disclosed without written permission from BEACON.

Following your review of this proposal and the attached General Terms & Conditions, please forward the attached project Acceptance sheet which would constitute our notice to proceed.

We thank you for the opportunity and look forward to working with you again!

Regards,



Robert J. Palmer P.E.  
President | Senior Engineer

Enclosures – General Terms & Conditions

**Acceptance**

(Proposal No. 2024-22)

The proposed description of professional services and terms are satisfactory and are hereby accepted. Authorization to proceed with the work is granted.

***PLEASE PRINT CLEARLY***

Company Name: \_\_\_\_\_

Billing Contact Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Email Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Authorization Name: \_\_\_\_\_

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

Signature: \_\_\_\_\_

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

***If different from above, please provide actual LOCATION of project:***

Street Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

***If different from above, please provide PROJECT OWNER to be listed on all agency applications:***

Property Owner: \_\_\_\_\_

Street Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Phone/Email: \_\_\_\_\_

These General Terms & Conditions are an integral part of the proposal referenced above.

- 1. Remuneration: Beacon Engineering, LLC (BEACON)** shall be paid in accordance with the following policies and provisions.

Hourly Billing Rates: Except for lump sum or fixed fee agreements, the following standard hourly rates shall apply to various labor classes which may be used to complete the work scope during the course of work. Time will be billed at .25 hour increments.

Senior Engineer	\$165
Senior Engineer – Emergency Services; Public Hearings; Expert Testimony; After-Hours Services	\$175
Engineer	\$125
Senior Designer	\$115
Designer	\$95
GIS Specialist	\$95
CAD Operator	\$70
RPR Services	\$70
Administrative Services	\$50
Mileage (per mile)	\$0.67
Reimbursable Expenses	Cost
Reimbursable Disbursements	Cost + 15%

Hourly Billing Rates Increases/Changes: For projects not completed by December 31<sup>st</sup>, CLIENT agrees that hourly billing rates may increase or otherwise change in accordance with cost-of-business changes and/or other factors for that portion of work not completed. Hourly rates are evaluated annually in January and may be subject to change with or without notice.

Reimbursable Expenses: Reimbursable expenses are defined as general expenses incurred on behalf of CLIENT during the period of services and are not included in the scope of work lump sum and/or estimated fees. Reimbursable expenses are fees that include, but are not limited to, large and small format prints/reproduction, postage, shipping, etc.

Reimbursable Disbursements: Reimbursable disbursements are defined as expenses incurred on behalf of CLIENT during the period of services and are not included in the scope of work lump sum and/or estimated fees. Reimbursable disbursements are fees that include, but are not limited to, vendor's, subconsultant's, agency fees, travel expenses, etc. at the rate listed above.

Government Agency Fees: The CLIENT is solely responsible for the payment of fees imposed by agencies, including but not limited to, application fees, review fees, permit fees, recording fees, impact

fees, etc. CLIENT agrees to reimburse BEACON for fees of this kind if paid by BEACON on the CLIENT's behalf at cost plus 15%.

- 2. Acceptance Period:** Beacon Engineering, LLC (hereafter referred to as BEACON) hereby agrees that this proposal shall remain effective for a period of 30 days unless otherwise noted in the proposal.
- 3. Payment:** Invoices shall be rendered on a periodic ( $\pm$ 45-day) basis for work completed to date, and payment shall be due to BEACON upon receipt of invoice. Should payment not be received within 20 days of the invoice date, all work may be suspended, and a retainer could be required for work to progress, representing any or all of unconsumed fee, in order for work to resume. Work will not resume until the account is paid in full, including all assessed finance charges. BEACON may continue to work beyond the time during which it may have suspended work at BEACON's sole option. Such continuation of work shall not be considered a waiver of BEACON's rights hereunder. Also, BEACON may elect to withhold the final submittal of technical work product, in whole or part, and/or withhold final plans and approvals, in whole or part, if CLIENT account is in arrears for any reason. BEACON's decision to release said work product in such a circumstance shall not be considered a waiver of BEACON's rights hereunder.

**Please understand that project schedule(s) may be adversely affected, through no fault of Beacon's, if invoices are not paid within the 20-day grace period.**

**Failure of CLIENT to pay invoices when due shall be cause for immediate suspension of project and ultimate termination of services at BEACON's sole discretion.**

**CLIENT shall be responsible for paying BEACON in full for all services provided regardless of whether the project is financed, approved, or constructed.**

CLIENT shall notify BEACON of any disputed invoice item(s) within 5 working days of receipt of said disputed invoice. All other undisputed items on the invoice shall otherwise be paid in accordance with this Agreement. BEACON and CLIENT shall attempt to expeditiously resolve the disputed item(s) and CLIENT will continue to pay all other undisputed charges. During this resolution period, BEACON shall continue to perform services under this Agreement. However, if any disputed items or disputed invoices are not resolved and payment received in full within 20 days of the invoice date, all

work will be stopped until the account is paid in full, including any assessed finance charges. If work is stopped, **BEACON** will retain all data, plans and drawings, without recourse, and **BEACON** reserves the right to adjust the scope of work and overall project schedule accordingly.

Interest will accrue on delinquent and/or unpaid balances at the rate of 1.5% per month, a maximum rate of 18% per annum. Invoices remaining unpaid for more than 45 days shall be subject to referral to an attorney for appropriate action. **CLIENT** acknowledges that they shall be responsible for all costs, including attorneys' fees, interest expenses, administrative and other documented costs incurred as a result of the collection of any overdue balances payable to **BEACON**.

**No written or verbal work product will be provided if CLIENT's account is not kept current.**

4. **Right-of-Entry:** **CLIENT** shall provide **BEACON** and any subconsultant the right to enter from time to time, property owned by **CLIENT** and/or others in order for **BEACON** to fulfill the scope of work indicated herein.
5. **Existing Conditions:** The proposal is based on agency regulations, policies and requirements that are in effect at the time the proposal was prepared. Changes in regulations, policies, and requirements that occur after the proposal date may require re-negotiation of the scope and/or fee.  
  
**BEACON** has not performed any investigations related to site, environmental, or geotechnical existing conditions. The **CLIENT** provided the required investigation reports and **BEACON** reasonably relied upon the provided information and utilized the information in the preparation of final design. **BEACON** does not guarantee the accuracy of the information provided or performed by others.
6. **Standard of Care:** **BEACON** shall use that degree of care and skill ordinarily exercised under similar conditions by reputable members of the practicing profession, at the same time and in the same or similar location. No other warranty, expressed or implied, is made or intended by the proposal for consulting services or by **BEACON** furnishing oral or written reports.
7. **Work Product of Others:** **BEACON** shall not be responsible for inaccuracies or errors in work product of others supplied by the **CLIENT** and/or other sources in conjunction with the project, including data obtained or available from public or

governmental records or sources in the public domain. Work product of others includes, but is not limited to, architectural drawings, boundary and topographic surveys, computations, reports, estimates of cost and professional opinions.

**BEACON** shall further not be responsible for obtaining permission of others to use their work product in completion of the project. The **CLIENT** shall be responsible for obtaining permission to use work product of others, and **BEACON** shall presume the **CLIENT** has permission to use that work product if he provides work product of others to **BEACON**.

**BEACON** shall not be responsible for inefficiencies and/or delays related to or caused by the inaccuracy or errors of work product of others, and/or as provided by Owner. Further, **Beacon** shall not be responsible for unanticipated costs or delays arising from the inaccessibility of electronic files or of work product of others (e.g., incompatible versions of software).

8. **Construction Phase Services:** If **CLIENT** requests **BEACON** to manage or observe work performed by other entities or to provide any other construction phase services, **CLIENT** acknowledges that **BEACON** shall not have control of or be responsible for the construction of the project, means, methods, techniques, sequences, procedures, costs, acts or omissions of **CLIENT's** Contractors, subcontractors or suppliers, nor shall **BEACON** be responsible for site safety.
9. **Opinions of Cost:** **BEACON's** opinions of probable construction costs provided in the scope of work (where applicable) shall be made on the basis of **BEACON's** best judgment as an experienced and qualified professional that is familiar with the construction industry, and is supplied solely for the general guidance of the **CLIENT**. **BEACON** provides no guarantees that proposals, cost estimates, bids or actual total project or construction costs will not vary from Contractor bids or actual costs to **CLIENT**. Should the **CLIENT** desire a greater assurance regarding opinions of probable cost, **CLIENT** reserves the right to employ an independent cost estimator.
10. **Permits/Approvals/Taxes:** **BEACON** shall assist **CLIENT** in applying for and obtaining permits and approvals normally required by law in accordance with this proposed scope of work and as further specified in the proposal. This assistance shall not extend to the preparation of research studies, special documentation or special tests required by a given permit application or approval unless specifically

included in the proposal. Assistance provided shall not guarantee approval or issuance of a permit.

This proposal does not include sales taxes or other taxes that may be assessed on services rendered.

**11. Record Drawings:** Upon completion of the work and if required and included in the proposal, **BEACON** shall compile and deliver a set of record documents to the **CLIENT**, conforming to the construction records of the Contractor. This set of documents shall consist of the corrected plans showing the As-Built construction based upon the records as provided to **BEACON**. While the information submitted by the Contractor and incorporated by **BEACON** into the record may be assumed to be reliable, **BEACON** shall not be responsible for the accuracy or completeness of this information or for errors or omissions, which may appear in the record documents.

**12. Ownership of Documents:** All data, documents, plans and specifications generated from work performed under this Agreement are instruments of service and shall remain the sole property of **BEACON**, regardless of whether the project for which they are created is executed. **BEACON** grants to **CLIENT** the right to use such plans and specifications only for purposes specifically described in this proposal, which rights shall subsist as long as **CLIENT** discharges all obligations undertaken to **CLIENT** pursuant to this Agreement. In the event **CLIENT** fails to discharge all of its obligations to **BEACON** in a timely manner, the right of use may, at **BEACON**'s option, be revoked at any time without incurring any liability whatsoever for direct and/or consequential damages to **CLIENT**, anyone in privity with **BEACON** and/or anyone claiming to be a third-party beneficiary of this Agreement. The **CLIENT** shall be permitted to retain copies, including reproducible copies, of plans and specifications for information and reference in connection with the **CLIENT**'s use and occupancy. The plans and specifications shall not be used by the **CLIENT** on other projects, for additions to this project, or for completion of this project by others except by an agreement in writing which provides appropriate compensation to **BEACON**.

**CLIENT**, to the fullest extent permitted by law, shall release, indemnify, defend, and hold harmless **BEACON**, its officers, directors, agents, and employees from all losses, including attorney's fees, to the extent caused by or arising out of any reuse on any other project or property by **CLIENT** without **BEACON**'s written authorization and assistance. **BEACON** makes no warranties, whether expressed or

implied, as to the suitability of the plans and specifications for reuse on any other project or property. Any verification of such use by the **CLIENT** will entitle **BEACON** to additional compensation at the then current rate.

**13. Reuse of Documents:** Copies of documents that may be relied upon by **CLIENT** are limited to printed hard copies that are signed and sealed by **BEACON**. Files in electronic media format or text, data, graphic or other types that are furnished by **BEACON** to **CLIENT** are only for use by **CLIENT** and may not be further distributed without prior written consent by **BEACON**. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, **CLIENT** assumes all responsibility of use and/or distribution of said electronic files. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.

If there is ever a discrepancy between the electronic files and the hard copies, the hard copies govern.

When transferring documents in electronic format, **BEACON** 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 **BEACON** during the period of this Agreement.

Any use or reuse of original or altered files by the **CLIENT** or others without written verification by **BEACON**, or CAD adaptation for the specific purpose intended will be at the **CLIENT**'s risk and full legal responsibility. Furthermore, the **CLIENT** shall, to the fullest extent permitted by law, indemnify and hold **BEACON** harmless from any and all claims, suits, liability, demands, or costs arising out of or resulting therefrom. Any verification of such adaptation by the **CLIENT** will entitle **BEACON** to additional compensation at the then current rate.

**14. Claims:** In the event the **CLIENT** makes a claim or brings an action against **BEACON** for any act arising out of the performance of the service hereunder, and the **CLIENT** fails to obtain a verdict or judgment against **BEACON**, **CLIENT** shall pay all attorney fees, legal and other costs incurred by **BEACON** in defense of such claim or action.

The laws of Delaware shall govern this Agreement and any State or Federal court in Delaware shall have jurisdiction of any suit, action, or proceeding related to this Agreement.

**15. Suspension/Termination of Project:** If the Project is suspended or **BEACON's** services are suspended or put on hold for any reason, for more than 30 calendar days, **BEACON** may terminate this Agreement by giving not less than 7 days advance written notice. If appropriate, **BEACON** may choose to revise this Agreement for acceptance by **CLIENT**. If such new Agreement is accepted and fully executed by both parties, this Agreement become null and void and new Agreement becomes in full force and effect.

This Agreement may be terminated by either party upon not less than 30 days advance written notice of the breach of duties that is cause for termination, should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination. Either party may terminate this Agreement if background information, conditions, or hazards are encountered that differ materially from expected background information, conditions and hazards and make **BEACON's** performance impracticable.

In the event of early termination of this Agreement by **CLIENT**, **CLIENT** shall pay **BEACON** for all services (including Additional/Out-of-Scope Services) rendered performed, or procured through such phase, including reimbursable expenses, at the rates stated in the Agreement, plus all termination expenses. Termination expenses mean additional expenses directly attributable to termination/early project closeout, plus an administrative cost of 10% of the total contract value.

**16. Project Delays and Changes:** **BEACON** shall not be liable for delays in or failure to perform its services caused directly or indirectly by circumstances beyond **BEACON's** reasonable control, including but not limited to, delinquency in payment of any invoice(s), acts of God, fire, flood, war, sabotage, accident, government action, including regulatory requirements, changed conditions or delays resulting from actions or inactions of **CLIENT** or third parties, site inaccessibility, or inability of others to obtain material, labor, equipment, or transportation.

**CLIENT** recognizes that delays relating to the processing of permit applications, the approval of permits and the review by regulatory agencies are beyond the control of **BEACON**. **BEACON** shall be given an appropriate time extension and shall be compensated for all lost profits, additional costs of labor, equipment, and other direct and indirect costs that **BEACON** incurs during any delay or interruption of services caused by circumstances beyond **BEACON's** reasonable control.

**CLIENT** or **BEACON** may have occasion to request changes in the services within the general scope of the Agreement, including without limitation: changes required by new or revised laws, rules, regulations, or code requirements; new or amended orders of any public authority; the happening of force majeure events; and/or **BEACON's** encounter with conditions that are materially different than those described or represented in the information provided by **CLIENT** or stated in Proposal. In the event that scope of services revisions are required and/or recommended, **BEACON** will inform the **CLIENT** and the parties will then negotiate in good faith for a change in scope and compensation.

If after final acceptance of any plans by **CLIENT** and/or by the appropriate public agencies, any change is required or requested, the method of compensation to accomplish said change shall be agreed to in writing prior to undertaking the change or **BEACON** shall be compensated for time and materials at its then prevailing rates.

**17. Indemnification and Limitation of Liability:** **CLIENT** and **BEACON** have discussed the risk, reward and benefits of the project and **BEACON's** total fee for services. The risks have been allocated such that the **CLIENT** agrees that, to the fullest extent permitted by law, **BEACON's** and its subconsultant's total liability to the **CLIENT** for any and all injuries, claims, losses, expenses, damages or claims expenses arising out of this Agreement from any cause or causes, shall not exceed the total fee. Such causes include, but are not limited to, design professional's negligence, errors, omissions, strict liability, breach of contract or breach of warranty.

**18. Insurance:** **BEACON** maintains professional liability, general liability, and worker's compensation insurance. **BEACON** will furnish a written certification of insurance to **CLIENT** upon request.

**19. Re-Assignment/Transfer of Any Portion of This Contract:** **CLIENT** is not permitted to "assign" or "transfer" any part of this contract as it relates to any part of **BEACON's** involvement with this project to any other person or entity without prior written consent and approval by **BEACON**.