



GEORGE, MILES & BUHR, LLC



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August 17, 2021

Town of South Bethany
402 Evergreen Road
South Bethany, DE 19930

Attn: Maureen Hartman
Town Manager

Re: Resiliency Implementation Plan
Engineering Services Proposal
South Bethany, Delaware

Dear Maureen:

George, Miles & Buhr, LLC (GMB) is pleased to submit our proposal to provide Engineering Services for the referenced project. We understand that these engineering services are related to the creation of a plan to include a priority list of projects and approaches to help the Town endure Climate Change and Sea Level Rise in the future due to existing low elevations within the Town.

GMB has the experience, personnel, resources, and dedication to assist the Town with this effort. Our firm has recently performed flood studies and a vulnerability analysis for the Town of Oxford, MD, Town of St. Michaels, MD, City of Salisbury, MD, the University of Maryland Eastern Shore, and the City of Lewes, DE.

Our engineers live and work on Delmarva, and as such are immersed in the projected changes in local conditions and the concerns facing communities in low-lying areas of the Delmarva Peninsula. This allows GMB to approach these studies and projects with the proper perspective of the challenges along the coastal areas.

Project Understanding

GMB understands that the goal of the consulting effort is to complete a **Resiliency Implementation Plan** with phases, priorities, project scopes, and budget ranges for future resiliency projects in South Bethany, Delaware. The recommended strategies will help mitigate the impacts from sea level rise, climate change, and changing coast lines, both in the natural and built environment. The problems facing South Bethany are consistent with the evolving conditions in the MidAtlantic Coastal Plain region. However, it may be more exacerbated with nearly all properties being waterfront in some capacity. "Nuisance" flooding is becoming more problematic as it impacts the ability to navigate the roadways or access work, home, school, and basic services. Natural and built environments are being impacted as shorelines erode and become inundated as the sea level rises, saltwater intrusion is negatively affecting infrastructure, and the general way of life is being altered at a faster pace than ever experienced previously. South Bethany is extremely vulnerable with its locale situated between the Assawoman Canal, Jefferson Creek, and the Atlantic Ocean; making it an island fully exposed to climate change and sea level rise.

Public engagement, outreach, studies, and concept plans have been performed and crafted previously. These will be utilized in the crafting of the Resiliency Implementation

Plan. Additional local engagement will also serve to inform the residents about long term strategies and end goals for the community and South Bethany. Preservation of private property, public infrastructure, and minimizing the impacts on the population will be key success metrics.

The goal of the consulting effort is to provide a framework with short-, mid-, and long-term projects and goals that can be implemented to help make South Bethany more resilient through 2050. Resiliency projects and strategies will be integrated with the flood protection measures outlined in the previously completed guidance documents.

Civil Scope

To accomplish the goals of the project, we propose the following scope of work:

1. **Compile Previous Works:** GMB will review the above works for recurring themes, priorities, directives, and identification of hot spots. This will ensure understanding of the previous individual goals outlined are utilized as a framework for this Plan.

GMB is cognizant of previously completed reports, brochures, and guidance documents for the issues that affect Fenwick Island. Below is several of them that will be utilized, at a minimum, for the Resiliency Implementation Plan:

- Comprehensive Plan (2016)
 - Community Survey Results (2015)
 - Woods Hole Final Report
 - Dead-End Canal Bio-Enhancement Project⁴
 - Preparing for Sea Level Rise Brochure
 - Coastal Municipalities Impervious Surface Coverage Report & Toolkit
 - Delaware Coastal Communities Impervious Surface Coverage Final Report
 - Delaware Residents' Opinions on Climate Change and Sea Level Rise 2014
 - Recommendations for Adapting to Sea Level Rise in Delaware
 - Current GIS data, including centerline and catch basin elevations
 - Historic tide gauge data
2. **Review Existing Mapping:** GMB will utilize the existing mapping and inventory of South Bethany catch basins. That will be supplemented by state LIDAR data for an overall topographic and existing conditions base map.
 3. **Draft Plan:** Once the previous works are reviewed and the framework for the Resiliency Implementation Plan is outlined, a draft plan will be crafted. We anticipate the draft plan will:
 - Summarize existing conditions.
 - Summarize previous plans and works completed.
 - Identify vulnerable areas in the context of existing conditions and with consideration of potential sea level rise.
 - Develop short-, mid-, and long-term goals.
 - Evaluate proposed improvements and strategies.
 - Prepare timelines and budgetary cost estimates for implementation.
 4. **Modeling:** The strategies outlined in the draft plan will be modelled using the base map, potential infrastructure upgrades, and future projected sea level rise.

5. **Public Council Meeting:** A presentation of the short-, mid- and long-term goals along with associated strategies and their success achieved will be held. This is expected to be during a Council meeting for the public.
6. **Final Plan:** Upon completion of the study of past documents, mapping, meeting with Council and Stakeholders, crafting the draft plan, modeling the alterations, presenting to the Public, a Final Resiliency Plan will be created.

Exclusions and Assumptions

1. Meetings shall be as defined herein. Attendance at public meetings or hearings is excluded from this agreement unless otherwise indicated above. Additional requested meetings shall be invoiced at our standard hourly rates.
2. This proposal assumes that GMB will be provided the digital elevation data for the centerline of roads and catch basins.

Fees

We estimate an engineering consulting fee in the amount of **\$58,275.00**, plus reimbursable expenses assumed to be approximately \$350.00. We will bill monthly in accordance with the attached "Schedule of Hourly Rates & Expenses". The attached General Conditions apply to all aspects of this contract.

Please sign below and return a copy to this office to execute the contract. Thank you again for considering GMB. We look forward to working with you.

Sincerely,



Andrew J. Lyons Jr., P.E.
Vice President/Sr. Project Manager

AJL/jad

Enclosures

ACCEPTED FOR TOWN OF SOUTH BETHANY:

By: _____

Printed: _____

Title: _____

Date: _____

Phone: _____

Email: _____



GEORGE, MILES & BUHR, LLC

SCHEDULE OF HOURLY RATES & EXPENSES

HOURLY RATES

Effective July 1, 2021

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 - \$ 140.00
Senior Project Engineer/Architect/Landscape Arch	\$ 105.00 - \$ 140.00
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	\$ 0.56/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, 2021)

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.