COUNCIL COMMITTEE OF THE WHOLE
AGENDA

JANUARY 23, 2018 - 6:00 P.M.

CITY HALL COUNCIL CHAMBERS - 15 LOOCKERMAN PLAZA - DOVER, DELAWARE

PUBLIC COMMENTS ARE WELCOMED ON ANY ITEM AND WILL BE PERMITTED AT APPROPRIATE TIMES. WHEN POSSIBLE, PLEASE NOTIFY THE CITY CLERK (736-7008 OR E-MAIL AT CITYCLERK@DOVER.DE.US) SHOULD YOU WISH TO BE RECOGNIZED.

UTILITY COMMITTEE

AGENDA ADDITIONS/DELETIONS

1. CONTRACTUAL AGREEMENT WITH WHITE MARSH ENVIRONMENTAL SYSTEMS, INC.
(STAFF RECOMMENDS APPROVAL OF THE CONTINUED UTILIZATION OF WHITE MARSH ENVIRONMENTAL SYSTEMS, INC. THROUGH THE EMERGENCY / STANDBY RETAINER AGREEMENT FOR THE PROVISION OF BACK-UP OPERATIONS SERVICES AND TECHNICAL ASSISTANCE WHICH SHALL INCLUDE TWO (2) PROJECTS)

2. ADJOURNMENT OF UTILITY COMMITTEE MEETING

LEGISLATIVE, FINANCE, AND ADMINISTRATION COMMITTEE

AGENDA ADDITIONS/DELETIONS

1. PERMISSION TO RECRUIT - PARKS AND RECREATION DIRECTOR
(STAFF RECOMMENDS AUTHORIZATION TO RECRUIT A PARKS AND RECREATION DIRECTOR)

2. ADJOURNMENT OF LEGISLATIVE, FINANCE, AND ADMINISTRATION COMMITTEE MEETING

ADJOURNMENT OF COUNCIL COMMITTEE OF THE WHOLE MEETING

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THE AGENDA ITEMS AS LISTED MAY NOT BE CONSIDERED IN SEQUENCE. PURSUANT TO 29 DEL. C. §10004(E)(2), THIS AGENDA IS SUBJECT TO CHANGE TO INCLUDE THE ADDITION OR THE DELETION OF ITEMS, INCLUDING EXECUTIVE SESSIONS, WHICH ARISE AT THE TIME OF THE MEETING.

ACTION FORM

MEETING: Council Committee of the Whole - January 23, 2018
DEPARTMENT OF ORIGIN: Department of Public Works **DATE SUBMITTED:** 01/11/18
SUB COMMITTEE: UTILITY COMMITTEE
PREPARED BY: Sharon Duca
SUBJECT: Contractual Agreement with White Marsh Environmental Systems, Inc.
REFERENCE: n/a
RELATED PROJECT: n/a
EXHIBITS: White Marsh Agreement 12-7-16
EXPENDITURE REQUIRED: $900 annually (minimum) **AMOUNT BUDGETED:** Water $10,000 - Wastewater $52,500
FUNDING SOURCE (Dept./Page in CIP and Budget): Water Management Operations Budget 412-6800-568.30-31 and Wastewater Management Operations Budget 412-6900-569.30-31
TIME TABLE: Continuation of existing contract. Notice to proceed for projects to be issued within thirty (30) days of Council approval.
RECOMMENDED ACTION: Staff recommends that City Council approve the continued utilization of White Marsh Environmental Systems, Inc. through the Emergency / Standby Retainer agreement for the provision of back-up operations services and technical assistance which shall include two (2) projects.

BACKGROUND AND ANALYSIS:

In May 2016 an Emergency / Standby Retainer agreement for services was initiated with White Marsh Environmental Systems, Inc. (WMESI) to provide back-up operations services and technical assistance for the operation or repair of City of Dover water and wastewater facilities. This agreement was instituted as a six (6) month pilot program through the previous City Manager. Following the pilot period, the Department of Public Works (DPW) provided a review of services received which primarily consisted of back-up operations services. It was determined that in terms of standby costs related to ensuring off hours system response reliability, a savings of $2,750 to the City is realized over a six (6) month period by utilizing WMESI. As a result, the previous City Manager authorized the DPW to enter into a one (1) year Emergency / Standby Retainer agreement with WMESI. Continuation of this agreement is recommended.

In addition to the above, the DPW, through the current City Manager, intends to utilize WMESI for technical assistance in relation to two (2) specific projects. The first is for WMESI to provide a value engineering review of the Water Treatment Plant Process Improvements capital project design and specifications. The review is to include recommendations to improve the cost effectiveness of the project. The second is for WMESI to provide an evaluation of current operations and maintenance procedures related to wastewater pumping stations, provide an evaluation of the SCADA upgrade plan, develop an overall written Standard Operating Procedure document and provide recommendations with financial impacts. It is anticipated that these efforts will also assist in the development of information necessary for the accreditation process currently underway by the DPW. Staff will ensure that costs related to the provision of these services will stay within budget. Operational funding availability includes approximately $35,000 favorability in both the Water and Wastewater accounts related to attrition.

ACTION FORM

Contractual Agreement with White Marsh Environmental Systems, Inc.

Reviewed By:	**Status:**
Jason Lyon, Water / Wastewater Manager	Approved - 12 Jan 2018
Sharon Duca, Director of Public Works	Approved - 12 Jan 2018
Donna Mitchell, City Manager, City Manager	Approved - 17 Jan 2018

WHITE MARSH ENVIRONMENTAL SYSTEMS, INC.
A Middlesex Water Company Affiliate

SERVICES AGREEMENT

Schedule 1

CONTRACTOR:	White Marsh Environmental Systems, Inc. Attn: Sam Schlegel 1100 S. Little Creek Road Dover, DE 19901 sschelgel@tuiwater.com 302-945-1136 (fax)	OWNER:	City of Dover Attn: Sharon Duca, P.E. Public Works Department City Hall – 15 Loockerman Plaza Dover, DE 19901 SDuca@dover.de.us Phone: 302-736-7027
Project Name:	City of Dover	Location:	20621 Savannah Road Georgetown, DE 19947
Facilities:	Water and Wastewater Facilities		

Owner requests and authorizes Contractor to perform the following Services:

Scope of Services

1. Upon request from Owner, Contractor's licensed operator will provide back-up operations services and technical assistance for the operation or repair of the Owner's facilities. Service provided by Contractor is subject to the following conditions:
    a. Owner shall provide all equipment and materials necessary to perform services.

Fees

The minimum Fees to be paid to Contractor by Owner for Services shall be Seventy Five and 00/100 Dollars ($75.00) per month. Back-up services and technical assistance performed by the Contractor, at the request of the Owner, will be billed on a time and material basis according to the following rates, which may be adjusted at Contractor's discretion:

Additional services performed beyond the Scope of Services, with the approval from the Owner, shall be billed on a time and materials basis according to the following rate, which may be adjusted from time to time at Contractor's sole discretion:
General Personnel 8:00am – 5:00pm - $48.50/hour, General Personnel After 5:00pm weekends/holidays - $65.00/hour, Staff Electrician - $65.00/hour, Engineering Technician - $60.00/hour, Staff Engineer - $65.00/hour
Senior Engineer - $75.00/hour, Professional Engineer - $95.00/hour, Materials & Outside Services - Cost + 15%

Invoice Remittance Address: White Marsh Environmental Systems, Inc., P.O. Box 826538, Philadelphia, PA 19182-6538

Term

Term Commencement Date:	November 1, 2016
Term Expiration Date:	October 31, 2017

WHITE MARSH
ENVIRONMENTAL SYSTEMS, INC.
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SERVICES AGREEMENT

Services covered by this Services Agreement ("Agreement") will be performed in accordance with the Provisions Section below and any attachments or schedules. This Agreement supersedes all prior agreements and understanding and may only be changed by written amendment executed by both Contractor and Owner (collectively, the "Parties").

CONTRACTOR:		**OWNER:**	
Signature	Gerard L. Esposito	Signature	Sharon J. Duca
Name (printed)	Gerard L. Esposito	Name (printed)	SHARON J. DUCA
Title	President	Title	PUBLIC WORKS DIRECTOR
Date	10/31/16	Date	12-7-16

WHITE MARSH
ENVIRONMENTAL SYSTEMS, INC.
A Middlesex Water Company Affiliate

Provisions

1. Acceptance

Execution of this Agreement by Owner will be authorization for Contractor to proceed with the Services, unless otherwise provided for in this Agreement.

2. Services

All services performed under this Agreement ("Services") will be performed in accordance to the terms and conditions contained herein.

3. Owner's Duties

Prior to the Contractor commencing Services, Owner shall disclose to Contractor any and all operational, mechanical or compliance related defects related to the Facilities.

4. Changes

The Parties may make or approve changes within the general Scope of Services in this Agreement. The Agreement may be amended at any time by written agreement due to regulatory changes which may affect the visitation frequency or operation of the Facility. If such changes affect Contractor's cost or time required for performance of the services, an equitable adjustment will be made through a written amendment. In addition, the Parties may also identify additional Services to be agreed upon and incorporated into this Agreement by mutual amendment, including additional work beyond round maintenance.

5. Fees and Payment Terms

5.1. Owner will pay to Contractor a fee for the Services (collectively, the "Fees") in accordance with the fee schedule contained herein on Schedule 1. The Fees constitute full compensation to Contractor for charges, costs and expenses incurred by Contractor on behalf of Owner in providing the Services.

5.2. Monthly invoices will be issued by Contractor for all Services performed under this Agreement. Owner shall pay each invoice within 30 days of invoice date. Interest at a rate of one and a half percent (1.5%) per month will be added for payments not received by the due date. Owner's account number must be referenced on payment check and sent to the remittance address shown on Schedule 1.

5.3. Capital improvements, emergency repairs, call outs, lead and copper testing, and other expenses, approved by the Owner, shall be billed on a time and material basis.

5.4. Owner shall be responsible for all costs associated with chemicals, testing supplies, testing equipment, sampling equipment, outside contracted environmental testing, utilities at the Facilities, and repairs.

6. Term and Termination

6.1. Term. Unless otherwise canceled pursuant to the terms of this Agreement, the term of this Agreement shall be from the Commencement Date to the Expiration Date set forth in Schedule 1 (the "Term"). Notwithstanding anything to the contrary contained herein, this Agreement shall automatically renew for one (1) year periods if a notice of termination has not been served as provided herein.

6.2. Termination. This Agreement may be terminated by either Party upon serving thirty (30) days advance written notice of termination of the Agreement upon the other Party. In such case, Owner agrees to pay Contractor for all charges and expenses incurred by Contractor up to the effective date of termination and this Agreement shall become null and void and of no further force and effect.

WHITE MARSH
ENVIRONMENTAL SYSTEMS, INC.
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Provisions

7. Authority

Each Party warrants to the other Party that (a) it has the requisite corporate or other authority to enter into and perform this Agreement; (b) its execution, delivery, and performance of this Agreement have been duty authorized by all requisite corporate action on its behalf; and (c) this Agreement is enforceable against it.

8. Warranties

Contractor warrants that each of its employees assigned to perform services under this agreement shall have the proper skill, training and background to perform in a competent and professional manner. Owner acknowledges that the services include unknown and unforeseen problems and Contractor shall attempt to solve such problems. Owner acknowledges that Contractor does not warrant that there will be a satisfactory solution to all problems. OWNER AGREES THAT CONTRACTOR WARRANTS ITS SERVICES "AS IS" AND THAT CONTRACTOR DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. OWNER AGREES CONTRACTOR SHALL HAVE NO LIABILITY FOR CONSEQUENTIAL DAMAGES, LOST PROFITS, OR ANY DIRECT OR INDIRECT DAMAGES. Owner acknowledges that the rates charged by Contractor would be substantially higher but for these limitations.

9. Indemnification

9.1. Contractor shall indemnify and save Owner harmless from and against all claims arising in favor of any person, firm or corporation on account of bodily or personal injury or property damage in any way resulting from the negligent acts of Contractor, its employees or agents, including, but not limited to, negligent operation of the Facility or negligent testing, processing or treatment of water or wastewater.

9.2. Owner shall indemnify and save Contractor harmless from and against all claims arising in favor of any person, firm or corporation on account of bodily or personal injury or property damage in any way resulting from the negligent acts of Owner, its employees or agents, including, but not limited to, negligent operation of the Facility or negligent testing, processing or treatment of water or wastewater.

10. Miscellaneous

10.1. Independent Contractor Status. Contractor is an independent contractor. Neither Contractor nor Contractor's employees are, or shall be deemed for any purpose to be employees of Owner. Owner shall not be responsible to Contractor, Contractor's employees or any governing body for any payroll taxes related to the performance of the Services.

10.2. Prior Agreement. This Agreement supersedes and replaces any and all previous agreements between the Parties for these Facilities.

10.3. Entire Agreement. This Agreement, including the exhibits, schedules or other attachments, is the complete and exclusive statement of the Agreement between the Parties, contains the entire understanding of the Parties with respect to the Services provided, and supersedes all prior or contemporaneous agreements, understandings, representations and statements, oral or written, between the Parties relating to the subject matter of this Agreement. No provisions of this Agreement may be amended in any way except by an instrument in writing signed by both Parties.

10.4. Waiver. The failure of either Party to enforce at any time any of the provisions of this Agreement will not be construed to be a continuing waiver of those provisions, nor will any failure prejudice the right of the Party to take action in the future to enforce any provision.

10.5. Severability. If any provision, clause or part of this Agreement, or the application thereof under certain circumstances is held invalid or unenforceable for any reason, the remainder of this Agreement, or the application of such provision, clause or part under other circumstances shall not be affected thereby.

WHITE MARSH
ENVIRONMENTAL SYSTEMS, INC.
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Provisions

10.6. Headings and Captions. Heading and captions are for convenience of reference only and do not alter the meaning or interpretation of any provision of this Agreement.

10.7. Compliance with Laws. In performing the Services required under this Agreement, Contractor shall comply will all applicable statutes, rules, regulations, codes and ordinances of any federal, state or local government agency, applying to the Services required by this Agreement, including any authorized changes. Owner will obtain all necessary permits required to perform the Services.

10.8. Assignment. Neither Party may assign this Agreement or any of its rights and obligations hereunder without the prior written consent of the other Party.

10.9. Notices. All communications, notices and disclosures required or permitted by the Agreement shall be in writing and shall be deemed to have been given one day after being delivered personally or by messenger or being received via electronic transmission, or two days after being sent by overnight delivery service, in all cases addressed to the respective address appearing on Schedule 1.

10.10. Counterparts. The Agreement may be signed in one or more counterparts (including faxed or electronically scanned copies), each of which will be deemed one and the same original. Reproductions of this executed original (with reproduced signatures) will be deemed to be original counterparts of this Agreement.

10.11. Force Majeure. Any delay or failure by either Party in the performance of this Agreement will be excused to the extent that the delay or failure is due solely to causes or contingencies beyond the reasonable control of such Party.

10.12. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware.

City of Dover
City Manager's Office
PO Box 475
Dover DE 19903-0475
Phone: (302-736-7005
E-Mail: dmitchell @dover.de.us

MEMORANDUM

To: Legislative, Finance & Administration Committee

From: Donna Mitchell, City Manager

Copy: Mayor Christiansen and City Clerk's Office

Date: January 17, 2018

Subject: Permission to Recruit – Parks & Recreation Director

As you may recall, this past summer Ms. Margery Cyr, Library Director, agreed to accept additional responsibility for the Parks & Recreation Division. While Ms. Cyr is very capable of providing supervision and programming expertise, she has recommended we hire a Division Director that also has expertise in parkland planning and management. Ms. Cyr has agreed to continue to provide oversight and direction to the Division until we can hire a full-time Parks & Recreation Director.

Therefore, I am now requesting permission to recruit a Parks & Recreation Director in order to address the needs of the Division. The position would be graded the same Grade 127 as the Library Director. The beginning market based salary, per the Non Bargaining pay scale, is $67,900 and estimated benefits of $33,000 would increase the annual budget by approximately $100,000. There may be some adjustment depending on qualifications of the applicant. The Fiscal Year 2018 Budget has sufficient savings in the Grounds Division, due to employee turnover, to cover an estimated $40,800 needed to hire a Director by March 1, 2018.