

# AGENDA

## WORCESTER COUNTY COMMISSIONERS

Worcester County Government Center, Room 1101, One West Market Street, Snow Hill, Maryland 21863

January 7, 2020

### Item #

- 9:00 AM - Vote to Meet In Closed Session in Commissioners' Conference Room - Room 1103  
Government Center, One West Market Street, Snow Hill, Maryland
- 9:01 - Closed Session: Discussion regarding hiring a Rental License Program Coordinator for  
Development Review & Permitting, a Liquor Store Clerk II for Liquor Control, and other  
personnel matters; discussing an Offer to Purchase the former Liquor Control Warehouse  
in Snow Hill; receiving legal advice from Counsel; and performing administrative  
functions
- 10:00 - Call to Order, Prayer (Arlene Page), Pledge of Allegiance
- 10:01 - Report on Closed Session; Review and Approval of Minutes
- 10:05 - Presentations of: Proclamation Recognizing January as National Mentoring Month 1  
Commendation Recognizing Worcester County Public Schools - 100% 4- and 5-Star 2
- 10:10 - Chief Administrative Officer: Administrative Matters 3-32  
(Pending Board Appointments; Housing Rehabilitation Grant Close-Out; Award of Proposal for Mental Health  
Case Management Services; Award of Proposal for Flooring Replacement at WACS Center; Authorized Over-  
Expenditure for Gypsy Moth Aerial Suppression Project; Park and Ride Grant to Ocean City; Proposed Treasurer's  
Office Satellite Office at Ocean Pines Library; 2020 Census Grant; Emergency Number Systems Board Project  
Approvals (7); Maintenance Support Agreement for Exacom Recorder; FFY19 Emergency Management  
Performance Grant Award; Proposed Improvements at 100 Belt Street in Snow Hill for Emergency Services Radio  
Storage and Maintenance; Award of Bid for Dredging at Public Landing; Bid Specifications for Showell Park  
Concessions and Bathroom; Award of Bid for Construction of Newark Spray Irrigation; Bid Specifications for  
Painting of Ocean Pines North Water Tower; Request to Evaluate Potential to Reuse Ocean Pines WWTP Effluent  
for Ocean Pines Golf Course Irrigation; Proposal for Preparation of Bid Documents for West Ocean City Pump  
Station 2, 3, 4 and 5 Electrical Renovations; Bid Specifications for Chip Seal Surfacing of County Roads;  
Prohibition of Boat Trailer Parking on Madison Avenue; Memorandum of Understanding (MOU) for Purchase of  
Salt from Stater Highway Administration; Acceptance of Federal Aid Project Guidelines and Working Agreement;  
Status of REAL ID Compliance by Worcester County Residents; Status Update on Lewis Road Sewer Extension  
Project; and potentially other administrative matters)
- 10:30 -
- 11:00 -
- 11:30 -
- 12:00 - Questions from the Press; County Commissioner's Remarks
- Lunch
- 1:00 PM - Chief Administrative Officer: Administrative Matters (If Necessary)
- 1:10 -
- 1:20 -
- 1:30 -

**AGENDAS ARE SUBJECT TO CHANGE UNTIL THE TIME OF CONVENING**

**Hearing Assistance Units Available** - see Kelly Shannahan, Asst. CAO.

Please be thoughtful and considerate of others.

**Turn off your cell phones & pagers during the meeting!**

# DRAFT

## Minutes of the County Commissioners of Worcester County, Maryland

December 17, 2019

Joseph M. Mitrecic, President  
Theodore J. Elder, Vice President  
Anthony W. Bertino, Jr.  
Madison J. Bunting, Jr.  
James C. Church  
Joshua C. Nordstrom  
Diana Purnell

Following a motion by Commissioner Nordstrom, seconded by Commissioner Bunting, the Commissioners unanimously voted to meet in closed session at 9:00 a.m. in the Commissioners' Conference Room to discuss legal and personnel matters permitted under the provisions of Section 3-305(b)(1), (7), and (8) of the General Provisions (GP) Article of the Annotated Code of Maryland and to perform administrative functions, permitted under the provisions of Section GP 3-104. Also present at the closed session were Chief Administrative Officer Harold L. Higgins, Assistant Chief Administrative Officer Kelly Shannahan, County Attorney Maureen Howarth, Public Information Officer Kim Moses, and Human Resources Director Stacey Norton. Topics discussed and actions taken included: hiring Karen Zeiler as a Communications Clerk I within Emergency Services; acknowledging the hiring of Ray Jenkins as a Library Services Assistant I and the temporary promotion of Local History Librarian Alec Staley from part-time to full-time within the County Library; receiving legal advice from counsel; and performing administrative functions, including: reviewing personnel changes in the Jail, Library, Environmental Programs, and Shore Spirits Retail Liquor Store in Pocomoke; discussing potential board appointments; and discussing a proposed meeting with the Town of Ocean City to discuss issues of mutual concern.

Following a motion by Commissioner Nordstrom, seconded by Commissioner Church, the Commissioners unanimously voted to adjourn their closed session at 10:04 a.m.

After the closed session, the Commissioners reconvened in open session. Commissioner Mitrecic called the meeting to order, and following a morning prayer by Tara Armstrong and pledge of allegiance, announced the topics discussed during the morning closed session.

The Commissioners reviewed and approved the open and closed session minutes of their December 3, 2019 meeting as presented.

The Commissioners reviewed and discussed various board appointments.

Upon nominations by Commissioner Bunting, the Commissioners unanimously agreed to reappoint Mike Poole to the Worcester County Solid Waste Advisory Committee for an additional four-year term expiring December 31, 2023, to reappoint Dr. William Greer, Richard Collins, Nancy Howard, and Connie Wessels to the Adult Public Guardianship Board for three-

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year terms each expiring December 31, 2022, and to appoint Windy Phillips as the Board of Education representative on the Commission for Women for a three-year term expiring December 31, 2022 to replace Julie Phillips whose term expired.

Upon a nomination by Commissioner Elder, the Commissioners unanimously agreed to reappoint Hope Carmean to the Commission for Women for an additional three-year term expiring December 31, 2022.

Upon a nomination by Commissioner Purnell, the Commissioners unanimously agreed to appoint Theophilus Hobbs, IV to Worcester County's Initiative to Preserve Families Board (Local Management Board) for a three-year term expiring December 31, 2022 to replace Ira F. "Buck" Shockley whose term expired.

Pursuant to the request of Housing Program Administrator Jo Ellen Bynum and upon a motion by Commissioner Nordstrom, the Commissioners unanimously authorized Commission President Mitrecic to sign a letter to Cindy Stone, Director of Community Programs for the Maryland Department of Housing and Community Development (DHCD), requesting a waiver to the January 15, 2020 deadline to meet the five percent draw down requirement outlined in the County's new Community Development Block Grant (CDBG) agreement. Ms. Bynum explained that the County received a conditional release of funds from the State on October 31, 2019, and County staff bid the first two projects in November, with said bids expected to be awarded later this morning. However, this does not allow them sufficient time to settle the grant and complete the permitting and construction process prior to the January 15 deadline. Furthermore, she advised that on December 3 the County received program income of \$4,730 from a previous CDBG loan recipient that must be expended on rehabilitation projects before the County may draw down any new grant funds.

Pursuant to the request of Ms. Bynum and upon a motion by Commissioner Purnell, the Commissioners unanimously awarded the low bid for the general rehabilitation of an owner-occupied home in the Berlin area to Shoreman Construction Company, Inc. of Delmar, Maryland at a cost of \$6,400.

Pursuant to the request of Housing Program Administrator Jo Ellen Bynum and upon a motion by Commissioner Elder, the Commissioners unanimously awarded the low bid for the general rehabilitation of a single family home in the Snow Hill area to Allstate Renovation of Trappe, Maryland at a cost of \$16,260.

Human Resources Director Stacey Norton and Technical Services Manager Kelly Henry updated the Commissioners on the success of this year's "Be a Santa to a Senior" program. Ms. Norton noted that this program was conducted in partnership with Home Instead Senior Care, and she thanked Ms. Henry for heading up the program, which resulted in County staff and the public adopting 35 Worcester County senior citizens for Christmas.

The Commissioners conducted a public hearing to receive public comment on the proposed deletion from the Inventory of County Roads of the eastern portion and part of the northeastern portion of Barrett Road in Berlin, which is approximately 0.14 mile in length and

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bisects the properties of Acorn Berlin Chevy, LLC, also known as I.G. Burton of Berlin, which has been annexed into the Town of Berlin, in the Third Tax District of Worcester County, Maryland, as shown on Tax Map 25 as Parcel 395 and Parcel 86, Lots 3-13.

Commissioner Mitrecic opened the floor to receive public comment.

There being no public comment, Commissioner Mitrecic closed the public hearing.

Upon a motion by Commissioner Church, the Commissioners unanimously adopted Resolution No. 19-38 amending the Inventory of Public Roads of Worcester County, Maryland to delete a portion of Barrett Road in Berlin as proposed.

Pursuant to the recommendation of Public Works Director John Tustin and upon a motion by Commissioner Church, the Commissioners unanimously approved the proposed quitclaim deed between the County Commissioners (Grantors) and Acorn Berlin Chevy, LLC (Grantee), conveying the portion of Barrett Road that was deleted from the Inventory of Public Roads of Worcester County, Maryland by Resolution No. 19-38.

Pursuant to the request of Warden Donna Bounds and upon a motion by Commissioner Bertino, the Commissioners unanimously authorized Commission President Mitrecic to sign the Amendment of Solicitation/Modification of Contract between the County Jail and Immigration and Customs Enforcement (ICE) to formally closeout the 2018 contract and to reduce total budgeted funding from ICE to the County by \$125,336.05, for revised total funding of \$5,239,605.28.

Pursuant to the request of Emergency Services Director Billy Birch and upon a motion by Commissioner Nordstrom, the Commissioners unanimously authorized Commission President Mitrecic to sign the Commitment Letter to be signed by the nine Eastern Shore Counties, as requested by the Emergency Number Systems Board (ENSB), agreeing to procure a single source provider to implement Next Generation 9-1-1 services for all nine Eastern Shore counties. Mr. Birch reminded the Commissioners that the cost of the request for proposals along with the ultimate procurement of services are expected to be funded entirely by the ENSB.

Commissioner Bertino requested assurance that a sole-source provider will be responsive to the County in resolving any implementation or operational issues that may occur in real time rather than placing the County on a waiting list behind other potential requesting agencies. Mr. Birch agreed that he will raise that issue with the selected service provider, but he did not expect that to be a problem.

Pursuant to the request of Economic Development Director Kathryn Gordon and upon a motion by Commissioner Elder, the Commissioners unanimously authorized Commission President Mitrecic to sign a letter to Eastern Shore senators and delegates to support the Choptank Electric Cooperative's broadband initiative - the Rural Broadband for the Eastern Shore Act of 2020, which will allow Choptank Electric to provide broadband services through its current infrastructure.

Pursuant to the request of Development Review and Permitting Director Ed Tudor and upon a motion by Commissioner Elder, the Commissioners unanimously agreed to schedule a

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public hearing on Rezoning Case No. 422 for January 21, 2020. This application was submitted by Attorney Joseph E. Moore, on behalf of M& G Rt. 50 Land, LLC, and seeks to rezone approximately 18.65 acres of land located on the southerly side of U.S. Rt. 50 and northerly side of MD Rt. 346, west of Berlin, and more specifically identified on Tax Map 20 as Parcels 47 and 318, from A-1 Agricultural District to C-2 General Commercial District. Mr. Tudor advised that the application received a favorable recommendation from the Planning Commission.

Pursuant to the recommendation of Recreation and Parks Director Tom Perlozzo and upon a motion by Commissioner Bertino, the Commissioners unanimously awarded the low bid to Burke Equipment Company of Delmar, Delaware at a cost of \$31,809.44 for the purchase of one Kubota compact tractor with front-end loader for use within Recreation and Parks.

The Commissioners conducted a public hearing on a request to amend the Comprehensive Water and Sewerage Plan submitted by Paul Carlotta to reclassify the sewer planning area for the Mystic Harbour Sanitary Service Area (SSA) for an existing roadside stand and proposed restaurant on a portion of the property of Assateague Farms, LLC designated as proposed Lot 4, located on the east side of Stephen Decatur Highway (MD Rt. 611), south of the Ocean City Municipal Airport and more specifically identified on Tap Map 33 as Parcel 29, proposed Lot 4 from S-3 (planned service within 6-10 years) to S-1 (planned services within two years) to serve an existing roadside stand with seating and the proposed restaurant, which has limits on size imposed by the Board of Zoning Appeals (BZA) on this property. Mr. Mitchell reviewed the request and advised that the Planning Commission found the proposed amendment to be consistent with the County's Comprehensive Development Plan and granted the application a favorable recommendation.

Commissioner Mitrecic opened the floor to receive public comment.

There being no public comment, Commissioner Mitrecic closed the public hearing.

Upon a motion by Commissioner Church, the Commissioners unanimously adopted Resolution No. 19-39 amending the Comprehensive Water and Sewerage Plan to reclassify the sewer planning designation for a portion of the Assateague Farms property designated as proposed Lot 4 in the Mystic Harbour Sanitary Service Area (SSA) from S-3 to S-1.

Pursuant to the recommendation of Mr. Perlozzo and upon a motion by Commissioner Bertino, the Commissioners unanimously awarded the low bid that met all specifications for the purchase and installation of athletic field fencing at the Northern Worcester Athletic Complex, John Walter Smith Park, and Showell Park to Long Fence Company of Capital Heights, Maryland at a total combined cost of \$138,120. Mr. Perlozzo explained that Maryland Department of Natural Resources (DNR) Program Open Space (POS) funds will reimburse the County for 90% of project costs.

Pursuant to the recommendation of Mr. Perlozzo and upon a motion by Commissioner Nordstrom, the Commissioners unanimously agreed to waive the standard bid process and accepted the low proposal from Qualite Sports Lighting, LLC of Hillsdale, MI, which was competitively bid through the Interlocal Purchasing System (TIPS) in Pittsburg, Texas for the purchase and installation of soccer field lighting at John Walter Smith Park at a total cost of

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\$160,710, which includes a 15% discount for ordering before January 15, 2020. Mr. Perlozzo stated that POS funds will reimburse the County for 90% of project costs.

Pursuant to the request of Public Works Director John Tustin and upon a motion by Commissioner Bertino, the Commissioners unanimously approved bid specifications for the purchase of one, new off-road dump truck. Mr. Tustin advised that funds for this purchase are available within the FY20 budget.

Pursuant to the request of Mr. Tustin and upon a motion by Commissioner Bertino, the Commissioners unanimously approved the heating, ventilation, and air conditioning (HVAC) loop water treatment service renewal agreement from Condor Technologies at a total annual cost of \$8,547.36 for the following County buildings: Court House; Government Center; Health Department in Snow Hill and Berlin; Branch Libraries in Berlin, Ocean City, Ocean Pines, Snow Hill, and Pocomoke; Tourism; Service Building in Pocomoke; and Senior Center in Ocean City. Mr. Tustin explained that treatment prevents corrosion and biological growth in these HVAC systems. The Commissioners further authorized this request to be approved administratively in the future by the Chief Administrative Officer, as long as the contract does not change substantially.

Pursuant to the recommendation of Mr. Tustin and upon a motion by Commissioner Elder, the Commissioners unanimously accepted the proposal from Davis, Bowen & Friedel, Inc. of Salisbury, Maryland at a total fixed fee of \$17,500 for professional design services associated with replacing the roofs at Animal Control and the Charles and Martha Fulton Senior Center in Snow Hill. Mr. Tustin stated that funds of \$300,000 are available within the FY20 budget for the Senior Center facility and \$50,000 for the Animal Control building roof replacement projects.

Pursuant to the request of Environmental Programs Director Bob Mitchell and upon a motion by Commissioner Bertino, the Commissioners unanimously approved out-of-state travel for Mr. Mitchell and Natural Resources Planner V Katherine Munson to attend the American Planning Association's National Conference in Houston, Texas from April 25-28, 2020 at a cost to cover registration, flights, lodging and meals. In response to a question by Commissioner Elder, Mr. Mitchell advised that funding is available in the FY20 budget to cover this expense, but he would not know the final cost until arrangements have been made.

The Commissioners met with Assistant Chief Administrative Officer Kelly Shannahan to discuss a proposal to send 16 staff members and County Commissioners to the National Hurricane Conference in Orlando, Florida from April 5-9, 2020. Mr. Shannahan stated that the regular early registration fee is \$375 per person; however, he has negotiated a group discount of \$50 per person, provided at least 10 County staff are registered. Therefore, the estimated cost of registration, travel, lodging, and meals is \$2,100 per person for 2020. Mr. Shannahan stated that funding is available in the Travel and Training Account to allow up to 16 staff and Commissioners to attend the conference, and he presented a proposed list of attendees as recommended by several County department directors.

Following some discussion and upon a motion by Commissioner Bertino, the

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Commissioners unanimously approved out-of-state travel with funding in the Travel and Training Account to send the proposed list of 16 staff members, including Commissioners Elder and Mitrecic to the 2020 Hurricane Conference.

The Commissioners met with Chief Administrative Officer Harold Higgins to discuss adopting a resolution to combine the departments of Recreation & Parks, Tourism, and Economic Development into one consolidated department, the Worcester County Department of Recreation, Parks, Tourism, and Economic Development, effective December 30, 2019. Mr. Higgins stated that similar consolidations in other counties have proven to be effective strategies, and this effort will combine a group of talent and resources to provide opportunities for additional services and programs, as well as improve efficiency, effectiveness, and overall operations. He advised that this consolidation includes promoting current Recreation & Parks Director Tom Perlozzo to the position of Director of Recreation, Parks, Tourism, and Economic Development to oversee the following three divisions: Recreation and Parks under the direction of Kelly Rados; Tourism under the direction of Lisa Challenger; and Economic Development under the direction of Kathryn Gordon. Mr. Higgins stated that Mr. Perlozzo is uniquely qualified to lead the consolidated department and coordinate the efforts of these three divisions in concert with each other, based on his past success working for the Town of Ocean City, where he managed eight separate divisions: Recreation, Parks, Public Grounds, Golf Course, Beach Patrol, Special Events, Sponsorships, and Outdoor Advertising.

Commissioner Bertino stated that he feels there has been a headlong rush to make this move without the benefit of an objective assessment to determine the need or the value to taxpayers and with no understanding of the long-term impacts this will have on overall operations, among other concerns. He concluded that for these and other reasons and concerns he is not in favor of this resolution at this time. Commissioner Bunting concurred and expressed concern that the proposed resolution names new positions and, more specifically, that it names the individuals to be appointed to those positions, and for these reasons he could not support the resolution either. In response to a question by Commissioner Bunting, Mr. Higgins confirmed that this is not the first time the Commissioners have consolidated departments.

Following some discussion and upon a motion by Commissioner Nordstrom, the Commissioners voted 4-3, with Commissioners Church, Mitrecic, Nordstrom, and Purnell voting in favor of the motion and Commissioners Bertino, Bunting, and Elder voting in opposition, to adopt Resolution No. 19-40 creating the consolidated Worcester County Department of Recreation, Parks, Tourism, and Economic Development.

The Commissioners reviewed a letter from Ocean City Mayor Rick Meehan requesting a property tax differential in the County's FY21 budget for Ocean City taxpayers who pay County property taxes. Chief Administrative Officer Harold Higgins advised that in accordance with the provisions of Section 6-306(f)(1) of the Tax-Property Article of the Annotated Code of Maryland, a request for property tax setoff must be submitted at least 180 days before the date that the annual County budget is approved. He advised that the request is in good faith, and the Treasurer's Office received the town's FY20 comprehensive annual financial report; however, the County will have to request the town's FY20 financial records.

Following some discussion and upon a motion by Commissioner Church, the

# DRAFT

Commissioners unanimously authorized Commission President Mitrecic to sign a letter to Mayor Meehan seeking to schedule a meeting between County Administration and town representatives in the near future to discuss the nature of the Ocean City tax differential request, to be sent along with copies of the County's Comprehensive Annual Financial Report (CAFR) for fiscal year ending June 30, 2019 and requesting a copy of the town's FY20 Operating Budget.

Following a motion by Commissioner Nordstrom, seconded by Commissioner Elder, the Commissioners unanimously voted to meet in closed session at 10:53 a.m. in the Commissioners' Conference Room to discuss legal matters permitted under the provisions of Section 3-305(b)(3) of the General Provisions (GP) Article of the Annotated Code of Maryland and to perform administrative functions, permitted under the provisions of Section GP 3-104. Also present at the closed session were Chief Administrative Officer Harold L. Higgins, Assistant Chief Administrative Officer Kelly Shannahan, County Attorney Maureen Howarth, and Public Information Officer Kim Moses. Topics discussed and actions taken included receiving a status report on the proposed outdoor sports complex project and considering the acquisition of real property for a public purpose.

Following a motion by Commissioner Bertino, seconded by Commissioner Nordstrom, the Commissioners unanimously voted to adjourn their closed session at 11:12 a.m.

After the closed session, the Commissioners resumed their open session meeting. Commissioner Mitrecic called the meeting to order and announced the topics discussed during the closed session.

The Commissioners met with Finance Officer Phil Thompson and Chris Hall of TGM Group, LLC, Certified Public Accountants to review the County's Comprehensive Annual Financial Report (CAFR) for the Fiscal Year ending June 30, 2019. Mr. Thompson stated that this document, which County and TGM staff spent nearly 1,000 hours preparing, represents the County's fiscal report card, stat sheet, and fiscal state of the County, all in one document, and County staff send the CAFR to more than 100 entities the County does business with, as well as international bond rating firms, Moody's, Fitch, and Standard & Poors, which use this data to assign the County's credit rating, the financial analysts and institutions that currently hold or bid on the County's bond offerings, and most importantly make it available to the public on the County website at [www.co.worcester.md.us](http://www.co.worcester.md.us). Mr. Thompson then announced that the County was awarded the Certificate of Achievement for Excellence in Financial Reporting for the eleventh consecutive year by the Government Finance Officers Association (GFOA) of the United States and Canada for its CAFR for FY18. This award is the highest form of recognition awarded to local governments in the areas of accounting and financial reporting and assures the users of the County's financial statements that the County is complying with the most recent accounting and finance pronouncements in a format that is widely acceptable. He recognized key members of the finance team, Budget Officer Kathy Whited, Assistant Finance Officer Jennifer Swanton, Enterprise Fund Controller Jessica Wilson, and Senior Budget Accountant Kim Reynolds, for the dedication and knowledge they provide and for the support and guidance that Mr. Higgins and the Commissioners have given to staff, noting that it would not be possible to accomplish this



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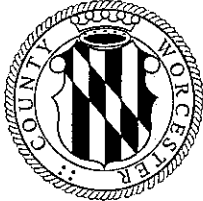
without their dedication to excellence in financial reporting.

Mr. Hall reviewed the Independent Auditors' Report, issuing Worcester County an unmodified opinion (previously referred to as a "clean opinion"), which represents the highest assurance TGM can give. He then reviewed the Management's Discussion and Analysis (which provides private citizens with a snapshot of what happened during the current fiscal year along with a comparison to the prior year); Balance Sheet for Governmental Funds, with an Unassigned Fund Balance (\$35,170,276) that varied by only \$16 from FY18, and Cash and Short-Term Investments (\$48,585,799) that varied by only \$857 from FY18, and also maintained the Assigned Fund Balance (\$18,867,416); General Fund final adopted budget; Statement of Revenues, Expenses, and Changes in Fund Balance - Budget and Actual General Fund, with amendments and final results, property taxes, and local income taxes; Schedule of Revenues, Expenditures, and Changes in Fund Balance - Budget and Actual General Fund; and Statistical Section, which shows 10 years worth of trend information. He stated that the CAFR is the most important document the County's financial team produces, and he commended them for the job they do and for partnering with TGM auditors to complete this project. Commissioner Mitrecic thanked Mr. Hall and his team for all their work.

The Commissioners wished everyone a Merry Christmas and happy holidays.

The Commissioners answered questions from the press, after which they adjourned at 11:33 a.m. to meet again on January 7, 2020.

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OFFICE OF THE  
COUNTY COMMISSIONERS

## Worcester County

GOVERNMENT CENTER  
ONE WEST MARKET STREET • ROOM 1103

SNOW HILL, MARYLAND

21863-1195

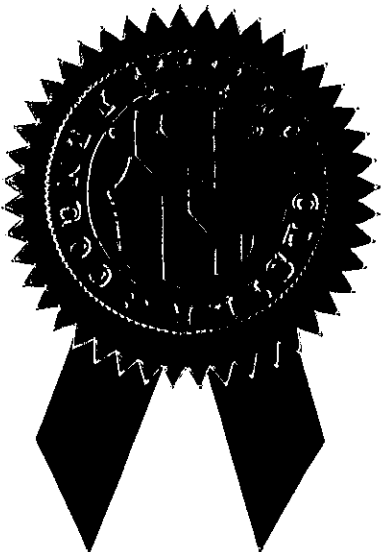
### PROCLAMATION

**WHEREAS**, this January, National Mentoring Month, we celebrate those who volunteer their time, talents, and resources to mentor, teach, and empower young people, recognizing that mentoring groups, like Big Brothers Big Sisters of the Greater Chesapeake, play a vital role in helping to secure brighter futures for countless young people; and

**WHEREAS**, mentoring has proven, long-term benefits on youth, and it is a key factor in helping to increase their chances of graduating from high school and college and in decreasing the negative risk factors they face. Moreover, mentors help inspire young people to pursue their dreams.

**NOW THEREFORE**, we the County Commissioners of Worcester County, Maryland, do hereby proclaim January as **National Mentoring Month** in Worcester County, and we encourage caring, responsible adults to consider partnering with Big Brothers Big Sisters of the Greater Chesapeake to mentor area youth.

Executed under the Seal of the County of Worcester, State of Maryland, this day of 7<sup>th</sup> January in the Year of Our Lord Two Thousand and Twenty.



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Joseph M. Mitrecic, President

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Theodore J. Elder, Vice President

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Anthony W. Bertino, Jr.

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Madison J. Bunting, Jr.

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James C. Church

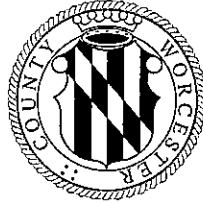
\_\_\_\_\_  
Joshua C. Nordstrom

\_\_\_\_\_  
Diana Purnell

*Citizens and Government Working Together*

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COMMISSIONERS  
DIANA PURNELL, PRESIDENT  
JOSEPH M. MITRECIC, VICE PRESIDENT  
ANTHONY W. BERTINO, JR.  
MADISON J. BUNTING, JR.  
JAMES C. CHURCH  
THEODORE J. ELDER  
JOSHUA C. NORDSTROM

OFFICE OF THE  
COUNTY COMMISSIONERS

## Worcester County

GOVERNMENT CENTER  
ONE WEST MARKET STREET • ROOM 1103

SNOW HILL, MARYLAND

21863-1195

### COMMENDATION

**WHEREAS**, Maryland State Department of Education (MSDE) officials recently recognized the Worcester County Board of Education (BOE) as having the highest concentration in Maryland of four and five-star public schools, scores that reflect school performance based on multiple components; and

**WHEREAS**, as part of the latest Maryland Report Card, MSDE officials also announced that Worcester County is the only Maryland county in which 100 percent of the schools achieved four and five-star status.

**NOW, THEREFORE**, we the County Commissioners of Worcester County, Maryland, do hereby commend **Worcester County BOE** members, administrators, teachers, and support staff for this outstanding accomplishment and for their ongoing efforts to enable county students to achieve success.

Executed under the Seal of the County of Worcester, State of Maryland, this 7<sup>th</sup> day of January, in the Year of Our Lord Two Thousand and Twenty.

\_\_\_\_\_  
Joseph M. Mitrecic, President

\_\_\_\_\_  
Theodore J. Elder, Vice President

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Anthony W. Bertino, Jr.

\_\_\_\_\_  
Madison J. Bunting, Jr.

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James C. Church

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3

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COUNTY ATTORNEY

COMMISSIONERS  
DIANA PURNELL, PRESIDENT  
JOSEPH M. MITRECIC, VICE PRESIDENT  
ANTHONY W. BERTINO, JR.  
MADISON J. BUNTING, JR.  
JAMES C. CHURCH  
THEODORE J. ELDER  
JOSHUA C. NORDSTROM

OFFICE OF THE  
COUNTY COMMISSIONERS

## Worcester County

GOVERNMENT CENTER  
ONE WEST MARKET STREET • ROOM 1103

SNOW HILL, MARYLAND

21863-1195

December 19, 2019

TO: Worcester County Commissioners  
FROM: Karen Hammer, Office Assistant IV  
SUBJECT: Upcoming Board Appointments - Terms Beginning January 1, 2020

Attached, please find copies of the Board Summary sheets for all County Boards or Commissions (17) which have current or upcoming vacancies (28 total). They are as follows: Commission on Aging Board (2), Agricultural Preservation Advisory Board (2), Building Code Appeals Board (1), Board of Electrical Examiners (2), Ethics Board (1), Board of Library Trustees (2), Local Development Council for the Ocean Downs Casino (3), Lower Shore Workforce Development Board (1), Planning Commission (1), Property Tax Assessment Appeal Board (1, with 3 nominees to Governor for each seat = 6 total nominees), Recreation Advisory Board (1), Social Services Board (1), Solid Waste Advisory Committee (4), Tourism Advisory Committee (1), Water and Sewer Advisory Councils - Mystic Harbour (2) and West Ocean City (2), and the Commission for Women (1). I have circled the members whose terms have expired or will expire on each of these boards. The Worcester County Library Board of Trustees has attached a request for a re-appointment and a nomination.

Most of these Boards and Commissions specify that current members' terms will expire on December 31<sup>st</sup>. Current members will continue to serve beyond their term until they are either reappointed or a replacement is named. Please consider these reappointments or new appointments during January.

## Pending Board Appointments - By Commissioner

**District 1 - Nordstrom** All District Appointments Received. Thank you!

**District 2 - Purnel** All District Appointments Received. Thank you!

**District 3 - Church**

- p. 18 - Solid Waste Advisory Committee ( Bob Augustine)- 4-year
- p. 20 - Water and Sewer Advisory Council - Mystic Harbour (Joseph Weitzell - Mystic Harbor and Bob Huntt - Deer Point) - 4-year
- p. 21 - Water and Sewer Advisory Council - West Ocean City (Deborah Maphis and Gail Fowler)- 4 year

**District 4 - Elder**

- p. 7 - Board of Electrical Examiners ( Carl Smith ) 3-year
- p. 15 - Recreation Advisory Board (Shawn Johnson) - 4-year

**District 5 - Bertino**

- p. 7 -Board of Electrical Examiners (J.T. Novak) - 3 yr.
- p. 11 - Local Development Council for Ocean Downs (James Rosenberg) 4yr.
- P. 18 - Solid Waste Advisory Committee (James Rodenberg)- 4 yr.

**District 6 - Bunting**

- p. 19 - Tourism Advisory Committee (Isabel Morris) - 4-year
- p. 22 - Commission for Women (Bess Cropper) - 4 year

**District 7 - Mitrecic**

- p. 6 - Building Code Appeals Board (Bill Paul) - 4-year
- p. 8 - Ethics Board (Frank Knight) - 4-year
- p. 11 - Local Development Council for Ocean Downs (Michael Donnelly) - 4-year
- p. 13 - Planning Commission (Jay Knerr) 5 -year
- p. 16 - Social Services Advisory Board (Maria Campione-Lawrence)- 3yr.

### **All Commissioners**

- p. 5 - (2) Agricultural Preservation Advisory Board (Bill Bruning, Curt Lambertson) - 4-year
- p. 11 - (1) Local Development Council for Ocean Downs Casino (Mark Wittmyer - At-Large - business or institution representative in immediate proximity to Ocean Downs) - 4-year
- p. 12 - (1) Lower Shore Workforce Development Board (Business Representative - Berlin area) - 4-year
- p. 14 - (1) Property Tax Assessment Appeal Board (Gary M. Flater - Snow Hill Area - alternate) - must submit 3 nominees for each seat to Governor for his consideration in making these appointments 5yr.
- p. 18 - (2) Solid Waste Advisory Committee (Michael Pruitt - Town of Snow Hill; Jamey Latchum - (Town of Berlin) 4 yr.
- p. 20 - (2) Water and Sewer Advisory Council - Mystic Harbour (Joseph Weitzell - Mystic Harbor and Bob Huntt - Deer Point) - 4-year
- p. 21 - (2) Water and Sewer Advisory Council - West Ocean City (Deborah Maphis and Gail Fowler)- 4yr

### **All Commissioners (Awaiting Nominations)**

- p. 3 - (2) Commission on Aging Board (Cynthia Malament- Berlin, Lloyd Parks - Girdletree) - self-appointed by Commission on Aging & confirmed by County Commissioners- 3-year
- p. 9 - (2) Board of Library Trustees (Patricia Tomasovic and Ron Cascio) - 5year

## COMMISSION ON AGING BOARD

Reference: By Laws of Worcester County Commission on Aging  
- As amended July 2015

Appointed by: Self-Appointing/Confirmed by County Commissioners

Function: Supervisory/Policy Making

Number/Term: Not less than 12; 3 year terms, may be reappointed  
Terms Expire September 30

Compensation: None

Meetings: Monthly, unless otherwise agreed by a majority vote of the Board

Special Provisions: At least 50% of members to be consumers or volunteers of services provided by Commission on Aging, with a representative of minorities and from each of the senior centers; one County Commissioner; and Representatives of Health Department, Social Services and Board of Education as Ex-Officio members

Staff Contact: Worcester County Commission on Aging, Inc. - Snow Hill  
Rob Hart, Executive Director (410-632-1277)

**Current Members:**

<u>Member's Name</u>	<u>Resides/Represents</u>	<u>Years of Term(s)</u>
Cynthia Malament	Berlin	07-10-13-16, 16-19
Lloyd Parks	Girdletree	08-11-14-17, 17-20
Clifford Gannett	Pocomoke City	*12-14-17, 17-20
James Covington	Pocomoke City	*18-20
Bonita Ann Gisriel	Ocean City	*18-20
Carolyn Dryzga	Ocean Pines	*18-20
Tommy Tucker	Snow Hill	09-12-15-18, 18-21
Tommy Mason	Pocomoke	15-18, 18-21
Helen Whaley	Berlin	*16-18, 18-21
Rebecca Cathell	Agency - Maryland Job Service	
Lou Taylor	Agency - Worcester County Board of Education	
Roberta Baldwin	Agency - Worcester County Department of Social Services	
Rebecca Jones	Agency - Worcester County Health Department	
Madison J. Bunting, Jr.	Worcester County Commissioners' Representative	
Fred Grant	Snow Hill	*15-16, 16-19, 19-22
Joyce Cottman	Berlin	*16, 16-19, 19-22

\* = Appointed to fill an unexpired term

Prior Members:

Since 1972

Virginia Harmon  
 Maude Love  
 Dr. Donald Harting  
 John C. Quillen  
 Violet Chesser  
 William Briddell  
 Harrison Matthews  
 John McDowell  
 Mildred Brittingham  
 Maurice Peacock  
 Father S. Connell  
 Rev. Dr. T. McKelvey  
 Samuel Henry  
 Rev. Richard Hughs  
 Dorothy Hall  
 Charlotte Pilchard  
 Edgar Davis  
 Margaret Quillen  
 Lenore Robbins  
 Mary L. Krabill  
 Leon Robbins  
 Claire Waters  
 Thelma Linz  
 Oliver Williams  
 Michael Delano  
 Father Gardiner  
 Iva Baker  
 Minnie Blank  
 Thomas Groton III  
 Jere Hilbourne  
 Sandy Facinoli  
 Leon McClafin  
 Mabel Scott  
 Wilford Showell  
 Rev. T. Wall  
 Jeaninne Aydelotte  
 Richard Kasabian  
 Dr. Fred Bruner  
 Edward Phillips  
 Dorothy Elliott  
 John Sauer  
 Margaret Kerbin  
 Carolyn Dorman  
 Marion Marshall  
 Dr. Francis Ruffo  
 Dr. Douglas Moore  
 Hibernia Carey  
 Charlotte Gladding  
 Josephine Anderson  
 Rev. R. Howe  
 Rev. John Zellman  
 Jessee Fassett  
 Delores Waters  
 Dr. Terrance A. Greenwood  
 Baine Yates  
 Wallace T. Garrett  
 William Kuhn (86-93)  
 Mary Ellen Elwell (90-93)  
 Faye Thornes

Mary Leister (89-95)  
 William Talton (89-95)  
 Sunder Henry (89-95)  
 Josephine Anderson  
 Saunders Marshall (90-96)  
 Louise Jackson (93-96)  
 Carolyn Dorman (93-98)  
 Constance Sturgis (95-98)  
 Connie Morris (95-99)  
 Jerry Wells (93-99)  
 Robert Robertson (93-99)  
 Margaret Davis (93-99)  
 Dr. Robert Jackson (93-99)  
 Patricia Dennis (95-00)  
 Rev. C. Richard Edmund (96-00)  
 Viola Rodgers (99-00)  
 Baine Yates (97-00)  
 James Shreeve (99-00)  
 Tad Pruitt (95-01)  
 Rev. Walter Reuschling (01-02)  
 Armond Merrill, Sr. (96-03)  
 Gene Theroux  
 Blake Fohl (98-05)  
 Constance Harmon (98-05)  
 Catherine Whaley (98-05)  
 Wayne Moulder (01-05)  
 Barbara Henderson (99-05)  
 Gus Payne (99-05)  
 James Moeller (01-05)  
 Rev Stephen Laffey (03-05)  
 Anne Taylor (01-07)  
 Jane Carmean (01-07)  
 Alex Bell (05-07)  
 Inez Somers (03-08)  
 Joanne Williams (05-08)  
 Ann Horth (05-08)  
 Helen Richards (05-08)  
 Peter Karras (00-09)  
 Vivian Pruitt (06-09)  
 Doris Hart (08-11)  
 Helen Heneghan (08-10)  
 Jack Uram (07-10)  
 Robert Hawkins (05-11)  
 Dr. Jon Andes  
 Lloyd Pullen (11-13)  
 John T. Payne (08-15)  
 Sylvia Sturgis (07-15)  
 Gloria Blake (05-15)  
 Dr. Jerry Wilson (Bd. of Ed.)  
 Peter Buesgens (Social Services)  
 Deborah Goeller (Health Dept.)  
 George "Tad" Pruitt (05-17)  
 Bonnie C. Caudell (09-17)  
 Larry Walton (13-18)

\* = Appointed to fill an unexpired term

## AGRICULTURAL PRESERVATION ADVISORY BOARD

Reference: PGL Agriculture 2-504.1, Annotated Code of Maryland

Appointed by: County Commissioners

Functions: Advisory  
Advise the County Commissioners and State Agricultural Preservation Foundation on establishment of agricultural districts and priorities for purchase of easements; promote preservation of agriculture in the County.

Number/Term: 7/4 years\*\*\*  
Terms expire December 31st

Compensation: \$50 per meeting (policy)

Meetings: As Needed

Special Provisions: 4 members to be owner-operators of commercial farms  
Membership limited to two consecutive full terms

Staff Contact: Katherine Munson, Dept. of Environmental Programs (410-632-1220)

Current Members: (O-O = Commercial Farm Owner-Operator)

<u>Member's Name</u>	<u>Nominated By</u>	<u>Resides</u>	<u>Terms (Year)</u>
Bill Bruning (O-O)	Elder	D-2, Snow Hill	11-15, 15-19
Curt Lambertson	Elder	D-4, Snow Hill	15-19
Kelley Gravenor	Elder	D-4, Snow Hill	*14-16, 16-20
Glen Holland (O-O)	Lockfaw	D-1, Pocomoke	13-17, 17-21
Kathy Drew	Bunting	D-6, Bishopville	** 06-09-13-17, 17-21
Ed Phillips (O-O)	Elder	D-4, Whaleyville	05-10-14-18, 18-22
Alan Hudson (O-O)	Elder	D-4, Berlin	14-18, 18-22

### Prior Members:

Norman Ellis	Frank Baker (98-01)
Richard Bradford	Ed Anderson (98-03)
Charles Fulton	Robert Gray (00-05)
Elmer Hastings	Orlando Bishop (01-06)
David Stevens	Roger Richardson (96-07)
Curtis Shockley	Anne Hastings (06-11)
Gerald Redden	Earl Ludey (07-13)
William Sirman, Jr.	George Lee Clayville (00-14)
Harold Purnell	Sandra Frazier (03-14)
Chauncy Henry (96-97)	Donnie Powell (06-15)
Lieselotte Pennewell (93-98)	
Carlton Magee (90-00)	
Harry Mitchell (90-00)	

\* = Appointed to fill an unexpired term

\*\* = Appointed to partial term to create proper staggering of terms

\*\*\*=Membership expanded from 5 to 7 members and terms reduced from 5 to 4-years each in 2006



## BUILDING CODE APPEALS BOARD

Reference: PGL - Public Safety Article - Section 12-501 - 12-508 - Annotated Code of Maryland  
COMAR 05.02.07 (Maryland Building Performance Standards)  
- International Building Code, International Residential Code

Appointed by: County Commissioners

Function: Quasi-Judicial  
Hear and decide upon appeals of the provisions of the International Building Code (IBC) and International Residential Code for one- and two-family dwellings (IRC)

Number/Term: 7/4-year terms  
Terms expire December 31

Compensation: \$50 per meeting (by policy)

Meetings: As Needed

Special Provisions: Members shall be qualified by reason of experience, training or formal education in building construction or the construction trades.

Staff Contact: Edward A. Tudor, Director  
Development Review & Permitting (410-632-1200, ext. 1100)

### Current Members:

<u>Member's Name</u>	<u>Nominated By</u>	<u>Resides</u>	<u>Years of Term(s)</u>
Bill Paul	D-7 - Mitrecic	Ocean Pines	15-19
Kevin Holland	D-1 - Lockfaw	Pocomoke	96-04-08-12-16, 16-20
James Spicknall	D-5 - Bertino	Ocean Pines	04-08-12-16, 16-20
Mike Poole	D-6 - Bunting	Bishopville	17-21
Mark Bargar	D-4 - Elder	Berlin	14-18, 18-22
Jim Wilson	D-3 - Church	Berlin	02-06-10-14-18, 18-22
Elbert Davis	D-2 - Purnell	Snow Hill	*03-03-07-11-15-19, 19-23

### Prior Members:

Robert L. Cowger, Jr. (92-95)  
Charlotte Henry (92-97)  
Robert Purcell (92-98)  
Edward DeShields (92-03)  
Sumei Prete (97-04)  
Shane C. Spain (03-14)  
Dominic Brunori (92-15)  
Richard P. Mueller (98-17)

## BOARD OF ELECTRICAL EXAMINERS

Reference: Public Local Law BR §2-203

Appointed by: County Commissioners

Function: Regulatory  
Regulate licensing of electricians in Worcester County.

Number/Term: 7/3 years  
Terms expire December 31st

Compensation: \$50 meeting for expenses (as determined by County Commissioners)

Meetings: As Needed (1 per month)

Special Provisions: 1 must be electrical contractor in Worcester County for 5-years prior.  
1 must be electrician in Worcester County.  
All must be residents of Worcester County.

Staff Contact: Department of Development Review & Permitting  
Deborah Mooney - Isle of Wight (Ph. 410-352-3057)

### Current Members:

<u>Member's Name</u>	<u>Nominated By</u>	<u>Resides</u>	<u>Years of Term(s)</u>
Carl Smith (ME-5)	D-4, Elder	Snow Hill	98-10-13-16, 16-19
J.T. Novak (ME-5)	D-5, Bertino	Ocean Pines	07-10-13-16, 16-19
Kenneth Lambertson (ME-5)	D-1, Lockfaw	Pocomoke	96-11-14-17, 17-20
Michael Patchett (ME-5)	D-7, Mitrecic	West Ocean City	08-11-14-17, 17-20
Steve Kolarik (EG-5)	D-6, Bunting	Bishopville	12-15, 15-18, 18-21
Duane Duncan (ME-5)	D-3, Church	Berlin	*05-12-15-18, 18-21
Roy M. Case (ME)	D-2, Purnell	Berlin	10-13-16-19, 19-22

(Key: ME-5 = Master Electrician at least 5-years; ME = Master Electrician; EL = Electrician Limited; EG = Electrician General)

### Prior Members: (Since 1972)

Harrison Lambertson	Howard Pusey	Bob Arnold (97-10)
William Molnar	Elwood Bunting	Jamie Englishmen (06-12)
Thomas Ashby	W. Prentiss Howard	
Billy Burton Cropper	Frank Bradshaw (90-96)	
Alonza Anderson	H. Coston Gladding (90-96)	
Gus Foltz	Willard W. Ward (92-97)	
Robert Conner	Walter Ward (92-98)	
Gus Payne	Dale Venable (94-00)	
Robert Farley	Gary Frick (96-03)	
Mike Costanza	Thomas Duncan (02-05)	
Herbert Brittingham	Mike Henderson (00-06)	
Otho Mariner	Brent Pokrywka (02-07)	
Mark Odachowski	Joel Watsky (03-08)	

\* = Appointed to fill an unexpired term

## ETHICS BOARD

Reference: Public Local Law, Section CG 5-103

Appointed by: County Commissioners

Function: Advisory  
Maintain all Ethics forms; develop procedures and policies for advisory opinions to persons subject to the Ethics Law and for processing complaints alleging violations of the Ethics Law; conduct a public information program regarding the purpose and application of the Ethics Law; annually certify compliance to the State; and recommend any changes to the Commissioners in order to comply with State Ethics Law.

Number/Term: 7/4 years  
Terms expire December 31<sup>st</sup>

Compensation: \$50 per meeting

Meetings: As Necessary

Special Provisions:

Staff Contact: Maureen Howarth, County Attorney (410-632-1194)

### Current Members:

<u>Member's Name</u>	<u>Nominated By</u>	<u>Resides</u>	<u>Years of Term(s)</u>
Frank Knight	D-7, Mitrecic	Ocean City	*14-15, 15-19
Joseph Stigler	D-4, Elder	Berlin	16-20
Jeff Knepper	D-5, Bertino	Ocean Pines	16-20
Bruce Spangler	D-3, Church	Berlin	*02-05-09-13-17, 17-21
David Deutsch	D-6, Bunting	Ocean Pines	17-21
Faith Mumford	D-2, Purnell	Snow Hill	14-18, 18-22
Mickey Ashby	D-1, Nordstrom	Pocomoke	14-18, 18-22

### Prior Members: (Since 1972)

J.D. Quillin, III	Wallace D. Stein (02-08)
Charles Nelson	William Kuhn (90-09)
Garbriel Purnell	Walter Kissel (05-09)
Barbara Derrickson	Marion Chambers (07-11)
Henry P. Walters	Jay Knerr (11-14)
William Long	Robert I. Givens, Jr. (98-14)
L. Richard Phillips (93-98)	Diana Purnell (09-14)
Marigold Henry (94-98)	Kevin Douglas (08-16)
Louis Granados (94-99)	Lee W. Baker (08-16)
Kathy Philips (90-00)	Richard Passwater (09-17)
Mary Yenny (98-05)	
Bill Ochse (99-07)	
Randall Mariner (00-08)	

\* = Appointed to fill an unexpired term

## BOARD OF LIBRARY TRUSTEES

Reference: PGL Education 23-403, Annotated Code of Maryland

Appointed by: County Commissioners (from nominees submitted by Board of Library Trustees)

Function: Supervisory  
Responsible for the general control and development of the County library system. Oversees management of the libraries, assists in preparation of library budget and other fiscal matters, arranges for an annual audit, makes an annual report to the County Commissioners, make recommendations to the County Commissioners regarding library acquisitions/development.

Number/Term: 7/5 years  
Terms expire December 31st

Compensation: None

Meetings: 1 per month except July, and August

Special Provisions: Nominees submitted by Library Board; Maximum 2 consecutive terms

Staff Contact: Library Director - Jennifer Ranck (410) 632-2600

**Current Members:**

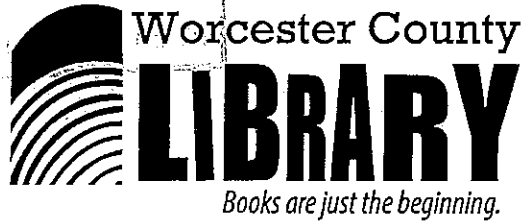
<u>Name</u>	<u>Resides</u>	<u>Years of Term(s)</u>
Ron Cascio	Berlin	09-14, 14-19
Patricia Tomasovic	Pocomoke	*19 <i>Reappoint</i>
Holly Anderson	Newark	*10-11-16, 16-21
Nancy Howard	Ocean City	16-21
Donald James Bailey	Pocomoke	16-21
Vicki O'Mara	Ocean Pines	*18-22
Leslie Mulligan	Snow Hill	*17-18, 18-23

**Prior Members:** Since 1972

Herman Baker	Jere Hilbourn	Leola Smack (99-02)
Lieselette Pennewell	Janet Owens	Jean Tarr (94-04)
Edith Dryden	Ruth Westfall	Lois Sirman (01-06)
Clifford D. Cooper, Jr.	Helen Farlow	Amanda DeShields (00-07)
Klein Leister	Judy Quillin	David Nedrow (04-09)
Evelyn Mumford	Gay Showell	Belle Redden (99-09)
Ann Eschenburg	Susan Mariner	Beverly Dryden Wilkerson (06-10)
Barbara Ward	Jacqueline Mathias	John Staley (97-11)
Donald F. McCabe	Ann S. Coates (88-97)	James Gatling (01-11)
Fannie Russell	Jim Dembeck (91-97)	Shirley Dale (02-12)
Stedman Rounds	Bill Waters (88-98)	Edith Barnes (07-13)
Donald Turner	Geraldine Thweatt (97-98)	Richard Polhemus (11-16)
Sarah Dryden	Martha Hoover (87-99)	Richard Warner Davis (11-16)
L. Richard Phillips	Eloise Henry-Gordy (98-00)	Frederick Grant (13-17)
Barbara Bunting	William Cropper (91-01)	Rosemary S. Keech (12-18)
Joanne Mason	Ms. Willie Gaddis (89-01)	Vivian Pruitt (09-19)

\* = Appointed to fill an unexpired term

DEC 12 2019



To: Harold Higgins  
From: Jennifer Ranck  
Date: December 12, 2019  
Re: Library Board of Trustees

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The Worcester County Library Board of Trustees voted to re-appoint Patricia Tomasovic at their meeting on December 10, 2019.

Patricia Tomasovic

The board also voted to appoint Jeff Smith to replace Ron Cascio, who has completed his two terms as a Trustee.

Jeff Smith

Leslie Mulligan has agreed to serve as President.

Thank you and the County Commissioners for your consideration of the Trustees' recommendation.

Copy: Kelly Shannahan

**LOCAL DEVELOPMENT COUNCIL  
FOR THE OCEAN DOWNS CASINO**

Reference: Subsection 9-1A-31(c) - State Government Article, Annotated Code of Maryland

Appointed by: County Commissioners

Function: Advisory  
Review and comment on the multi-year plan for the expenditure of the local impact grant funds from video lottery facility proceeds for specified public services and improvements; Advise the County on the impact of the video lottery facility on the communities and the needs and priorities of the communities in the immediate proximity to the facility.

Number/Term: 15/4 year terms; Terms Expire December 31

Compensation: None

Meetings: At least semi-annually

Special Provisions: Membership to include State Delegation (or their designee); one representative of the Ocean Downs Video Lottery Facility, seven residents of communities in immediate proximity to Ocean Downs, and four business or institution representatives located in immediate proximity to Ocean Downs.

Staff Contacts: Kim Moses, Public Information Officer, 410-632-1194  
Maureen Howarth, County Attorney, 410-632-1194

**Current Members:**

<u>Member's Name</u>	<u>Nominated By</u>	<u>Represents/Resides</u>	<u>Years of Term(s)</u>
Michael Donnelly	Dist. 7 - Mitrecic	Resident - Ocean City	*16-19
Mark Wittmyer	At-Large	Business - Ocean Pines	15-19
Charlita Dorman	Dist. 4 - Elder	Resident - Snow Hill	12-16, 16-20
Rod Murray °	Dist. 6 - Bunting	Resident - Ocean Pines	*09-12-16, 16-20
Mayor Rick Meehan °	At-Large	Business - Ocean City	*09-12-16, 16-20
Mayor Gee Williams °	Dist. 3 - Church	Resident - Berlin	09-13-17, 17-21
Vacant (J. Rosenberg) °	Dist. 5 - Bertino	Resident - Ocean Pines	09-13-17, 17-21
David Massey °	At-Large	Business - Ocean Pines	09-13-17, 17-21
Bobbi Sample	Ocean Downs Casino	Ocean Downs Casino	17-indefinite
Cam Bunting °	At-Large	Business - Berlin	*09-10-14-18, 18-22
Matt Gordon	Dist. 1 - Nordstrom	Resident - Pocomoke	19-22
Mary Beth Carozza		Maryland Senator	14-18, 18-22
Wayne A. Hartman		Maryland Delegate	18-22
Charles Otto		Maryland Delegate	14-18, 18-22
Roxane Rounds	Dist. 2 - Purnell	Resident - Berlin	*14-15-19, 19-23

**Prior Members:**

Since 2009

J. Lowell Stoltzfus ° (09-10)	Todd Ferrante ° (09-16)
Mark Wittmyer ° (09-11)	Joe Cavilla (12-17)
John Salm ° (09-12)	James N. Mathias, Jr. ° (09-18)
Mike Pruitt ° (09-12)	Ron Taylor ° (09-14)
Norman H. Conway ° (09-14)	
Michael McDermott (10-14)	
Diana Purnell ° (09-14)	
Linda Dearing (11-15)	

\* = Appointed to fill an unexpired term/initial terms staggered  
° = Charter Member

//

**LOWER SHORE WORKFORCE DEVELOPMENT BOARD**  
 (Previously Private Industry Council Board - PIC)

Reference: Workforce Innovation and Opportunity Act of 2014, Section 107

Appointed by: County Commissioners

Functions: Advisory/Regulatory  
 Provide education and job training opportunities to eligible adults, youth and dislocated workers who are residents of Somerset, Wicomico and Worcester counties.

Number/Term: 26 - 5 Worcester County, 11 At-Large (by Tri-County Council), 10 Other  
 2, 3 or 4-year terms; Terms expire September 30

Compensation: None

Meetings: Quarterly (March, June, September, December) on the 2<sup>nd</sup> Wednesday

Special Provisions: Board must be at least 51% business membership.  
 Chair must be a businessperson

Staff Contact: Lower Shore Workforce Alliance  
 Becca Webster, Workforce Director (410-341-3835, ext 6)  
 American Job Center, 31901 Tri-County Way, Suite 215, Salisbury, MD 21804

Current Members (Worcester County - also members from Wicomico, Somerset and Tri-County Council):

<u>Name</u>	<u>Resides/Agency</u>	<u>Term</u>	<u>Representing</u>
(Vacant)	(Berlin area)	17-21	Business Rep.
Walter Maizel	Bishopville	*12, 12-16, 16-20	Private Business Rep.
Robert "Bo" Duke	Ocean City	*17, 17-21	Business Rep.
Melanie Pursel	Ocean City	18-22	Business Rep.
Jason Cunha	Pocomoke	*16-19, 19-23	Business Rep.

Prior Members: Since

- |                           |                         |
|---------------------------|-------------------------|
| Baine Yates               | Bruce Morrison (05-08)  |
| Charles Nicholson (98-00) | Margaret Dennis (08-12) |
| Gene Theroux (97-00)      | Ted Doukas (03-13)      |
| Jackie Gordon (98-00)     | Diana Nolte (06-14)     |
| Caren French (97-01)      | John Ostrander (07-15)  |
| Jack Smith (97-01)        | Craig Davis (13-17)     |
| Linda Busick (98-02)      | Donna Weaver (08-17)    |
| Edward Lee (97-03)        | Geoffrey Failla (15-18) |
| Joe Mangini (97-03)       |                         |
| Linda Wright (99-04)      |                         |
| Kaye Holloway (95-04)     |                         |
| Joanne Lusby (00-05)      |                         |
| William Greenwood (97-06) |                         |
| Gabriel Purnell (04-07)   |                         |
| Walter Kissel (03-07)     |                         |
| Heidi Kelley (07-08)      |                         |

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## PLANNING COMMISSION

Reference: Public Local Law ZS §1-112

Appointed by: County Commissioners

Functions: Advisory/Regulatory  
 Make investigations and recommendations regarding zoning text and map amendment applications; recommend conditional rezoning; make recommendations to the Board of Zoning Appeals; review public projects, proposed facility development plans, regulations and standards; review and approve site plans; review and make recommendations regarding residential planned communities; review and approve subdivision plats.

**Number/Term:** 7/5 years; Terms expire December 31st

**Compensation:** \$50 per meeting (policy)

**Meetings:** 1 regular meeting per month; additional meetings held as necessary

**Special Provisions:** Historically - one member from each Commissioner District, plus two At-Large members; one member per district once expanded to seven districts.

**Staff Contact:** Department of Development Review & Permitting  
 Edward A. Tudor, Director (410-632-1200, ext. 1100)

**Current Members:**

<u>Member's Name</u>	<u>Nominated By</u>	<u>Resides</u>	<u>Years of Term(s)</u>
Jay Knerr	D-7, Mitrecic	Berlin	14-19
Jerry Barbierri	D-1, Lockfaw	Pocomoke	*12-15, 15-20
Mike Diffendal	D-3, Church	Berlin	10-15, 15-20
Richard L. Wells	D-6, Bunting	Bishopville	11-16, 16-21
Brooks Clayville	D-4, Elder	Snow Hill	02-07-12-17, 17-22
Marlene Ott	D-5, Boggs	Ocean Pines	08-13-18, 18-23
Betty M. Smith	D-2, Purnell	Berlin	*07-09-14-19, 19-24

**Prior Members:**

Since 1972

David L. Johnson	R. Blaine Smith	James Jarman (99-03)
N. Paul Joyner	Edward A. Tudor	Harry Cullen (00-03)
Daniel Trimper, IV	Terry Bayshore	Ed Ellis (96-04)
Hugh F. Wilde	Larry Widgeon	Troy Purnell (95-05)
Warren Frame	Charles D. "CD" Hall	Larry Devlin (04-06)
Roland E. Powell	Ernest "Sandy" Coyman	Tony Devereaux (03-07)
Harry Cherrix	Rev. Donald Hamilton	Wilbert "Tom" Pitts (99-07)
W. David Stevens	Dale Stevens	Doug Slingerland (07-08)
Granville Trimper	Marion L. Butler, Sr.	Carolyn Cummins (90-94, 99-09)
J. Brad Aaron	Ron Cascio (96-97)	Madison "Jimmy" Bunting (05-10)
Lester Atkinson	Louie Paglierani (90-99)	Jeanne Lynch (06-11)
Paul L. Cutler	Robert Hawkins (96-99)	H. Coston Gladding (96-12)
Edward R. Bounds	Ilia Fehrer (94-99)	Wayne A. Hartman (09-14)
Edward Phillips	Rob Clarke (99-00)	
Vernon McCabe	W. Kenny Baker (97-02)	

\* = Appointed to fill an unexpired term



## PROPERTY TAX ASSESSMENT APPEAL BOARD

- Reference: Annotated Code of Maryland, Tax-Property Article, §TP 3-102
- Appointed by: Governor (From list of 3 nominees submitted by County Commissioners)  
- Nominees must each fill out a resume to be submitted to Governor  
- Nominations to be submitted 3 months before expiration of term
- Function: Regulatory  
- Decides on appeals concerning: real property values and assessments, personal property valued by the supervisors, credits for various individuals and groups as established by State law, value of agricultural easements, rejection of applications for property tax exemptions.
- Number/Term: 3 regular members, 1 alternate/5-year terms  
Terms Expire June 1st
- Compensation: \$15 per hour (maximum \$90 per day), plus travel expenses
- Meetings: As Necessary
- Special Provisions: Chairman to be designated by Governor
- Staff Contact: Department of Assessments & Taxation- Janet Rogers (410-632-1196)  
Ext:112
- Current Members:

Gary M. Flater (Alternate)	Snow Hill	13-18	Resigned
Steven W. Rakow	Ocean Pines	*19-22	
Arlene C. Page	Bishopville	18-23	
Martha Bennett	Berlin	19-24	

C) = Chairman

Prior Members: Since 1972

Wilford Showell	Delores W. Groves (96-99)
E. Carmel Wilson	Mary Yenney (98-03)
Daniel Trimper, III	Walter F. Powers (01-04)
William Smith	Grace C. Purnell (96-04)
William Marshall, Jr.	George H. Henderson, Jr. (97-06)
Richard G. Stone	Joseph A. Calogero (04-09)
Milton Laws	Joan Vetare (04-12)
W. Earl Timmons	Howard G. Jenkins (03-18)
Hugh Cropper	Robert D. Rose (*06-17)
Lloyd Lewis	Larry Fry (*10-14 alt)(14-18)
Ann Granados	
John Spurling	
Robert N. McIntyre	
William H. Mitchell (96-98)	

\* = Appointed to fill an unexpired term

Updated: May 21, 2019  
Printed: December 19, 2019

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## RECREATION ADVISORY BOARD

Reference: County Commissioners' Action 6/13/72 and Resolution of 12/27/83 and Resolution 97-51 of 12/23/97 and Resolution 03-6 of 2/18/03

Appointed by: County Commissioners

Function: Advisory  
 Provide the County with advice and suggestions concerning the recreation needs of the County and recommendations regarding current programs and activities offered.  
 Review and comment on proposed annual Recreation Department budget.

Number/Term: 7/4-year term  
 Terms expire December 31st

Compensation: \$50 per meeting expense allowance, subject to funding

Meetings: At least quarterly, more frequently as necessary

Special Provisions: One member nominated by each County Commissioner

Staff Support: Recreation and Parks Department - Lisa Gebhardt (410) 632-2144

Current Members:

<u>Member's Name</u>	<u>Nominated By</u>	<u>Resides</u>	<u>Years of Term(s)</u>
Shawn Johnson	D-4, Elder	Snow Hill	15-19
Mike Hooks	D-1, Lockfaw	Pocomoke	12-16, 16-20
Missy Denault	D-5, Bertino	Berlin	*15-16, 16-20
Norman Bunting, Jr.	D-3, Church	Berlin	*16-17, 17-21
Chris Klebe	D-6, Bunting	Bishopville	*11-13-17, 17-21
Alvin Handy	D-2, Purnell	Ocean City	06-10-14-18, 18-22
John Gehrige	D-7, Mitrecic	Ocean City	14-18, 18-22

Prior Members: Since 1972

Howard Taylor	Cyrus Teter	Gregory Purnell (83-96)	Sonya Bounds (12-15)
Arthur Shockley	Warren Mitchell	Vernon Redden, Jr. (83-98)	Burton Anderson (05-15)
Rev. Ray Holsey	Edith Barnes	Richard Ramsay (93-98)	William Regan (02-16)
William Tingle	Glen Phillips	Mike Daisy (98-99)	
Mace Foxwell	Gerald Long	Cam Bunting (95-00)	
Nelson Townsend	Lou Ann Garton	Charlie Jones (98-03)	
J.D. Townsend	Milton Warren	Rick Morris (03-05)	
Robert Miller	Ann Hale	Gregory Purnell (97-06)	
Jon Stripling	Claude Hall, Jr.	George "Eddie" Young (99-08)	
Hinson Finney	Vernon Davis	Barbara Kissel (00-09)	
John D. Smack, Sr.	Rick Morris	Alfred Harrison (92-10)	
Richard Street	Joe Lieb	Janet Rosensteel (09-10)	
Ben Nelson	Donald Shockley	Tim Cadotte (02-12)	
Shirley Truitt	Fulton Holland (93-95)	Craig Glovier (08-12)	
		Joe Mitrecic (10-14)	

\* = Appointed to fill an unexpired term

## SOCIAL SERVICES ADVISORY BOARD

Reference: Human Services Article - Annotated Code of Maryland - Section 3-501

Appointed by: County Commissioners

Functions: Advisory  
Review activities of the local Social Services Department and make recommendations to the State Department of Human Resources.  
Act as liaison between Social Services Dept. and County Commissioners.  
Advocate social services programs on local, state and federal level.

Number/Term: 9 to 13 members/3 years  
Terms expire June 30th

Compensation: None - (Reasonable Expenses for attending meetings/official duties)

Meetings: 1 per month (Except June, July, August)

Special Provisions: Members to be persons with high degree of interest, capacity & objectivity, who in aggregate give a countywide representative character.  
Maximum 2 consecutive terms, minimum 1-year between reappointment  
Members must attend at least 50% of meetings  
One member (ex officio) must be a County Commissioner  
Except County Commissioner, members may not hold public office.

Staff Contact: Roberta Baldwin, Director of Social Services - (410-677-6806)

### Current Members:

<u>Member's Name</u>	<u>Nominated By</u>	<u>Resides</u>	<u>Years of Term(s)</u>
Maria Campione-Lawren	D-7, Mitrecic	Ocean City	16-19
Nancy Howard	D-2, Purnell	Ocean City	(09-16), 17-20
Cathy Gallagher	D-5, Bertino	Ocean Pines	*13-14-17, 17-20
Faith Coleman	D-4, Elder	Snow Hill	15-18, 18-21
Harry Hammond	D-6, Bunting	Bishopville	15-18, 18-21
Diana Purnell	ex officio - Commissioner		14-18, 18-22
Wayne Ayer	D-1, Nordstrom	Pocomoke City	*19-21
Voncelia Brown	D-3, Church	Berlin	16-19, 19-22
Mary White	At-Large	Berlin	*17-19, 19-22

\* = Appointed to fill an unexpired term

## SOCIAL SERVICES BOARD

(Continued)

### Prior Members: (Since 1972)

James Dryden	Naomi Washington (01-02)
Sheldon Chandler	Lehman Tomlin, Jr. (01-02)
Richard Bunting	Jeanne Lynch (00-02)
Anthony Purnell	Michael Reilly (00-03)
Richard Martin	Oliver Waters, Sr. (97-03)
Edward Hill	Charles Hinz (02-04)
John Davis	Prentiss Miles (94-06)
Thomas Shockley	Lakeshia Townsend (03-06)
Michael Delano	Betty May (02-06)
Rev. James Seymour	Robert "BJ" Corbin (01-06)
Pauline Robertson	William Decoligny (03-06)
Josephine Anderson	Grace Smearman (99-07)
Wendell White	Ann Almand (04-07)
Steven Cress	Norma Polk-Miles (06-08)
Odetta C. Perdue	Anthony Bowen (96-08)
Raymond Redden	Jeanette Tressler (06-09)
Hinson Finney	Rev. Ronnie White (08-10)
Ira Hancock	Belle Redden (09-11)
Robert Ward	E. Nadine Miller (07-11)
Elsie Bowen	Mary Yenney (06-13)
Faye Thornes	Dr. Nancy Dorman (07-13)
Frederick Fletcher	Susan Canfora (11-13)
Rev. Thomas Wall	Judy Boggs (02-14)
Richard Bundick	Jeff Kelchner (06-15)
Carmen Shrouck	Laura McDermott (11-15)
Maude Love	Emma Klein (08-15)
Reginald T. Hancock	Wes McCabe (13-16)
Elsie Briddell	Nancy Howard (09-16)
Juanita Merrill	Judy Stinebiser (13-16)
Raymond R. Jarvis, III	Arlette Bright (11-17)
Edward O. Thomas	Tracey Cottman (15-17)
Theo Hauck	Ronnie White (18-19)
Marie Doughty	
James Taylor	
K. Bennett Bozman	
Wilson Duncan	
Connie Quillin	
Lela Hopson	
Dorothy Holzworth	
Doris Jarvis	
Eugene Birckett	
Eric Rauch	
Oliver Waters, Sr.	
Floyd F. Bassett, Jr.	
Warner Wilson	
Mance McCall	
Louise Matthews	
Geraldine Thweat (92-98)	
Darryl Hagy (95-98)	
Richard Bunting (96-99)	
John E. Bloxom (98-00)	
Katie Briddell (87-90, 93-00)	
Thomas J. Wall, Sr. (95-01)	
Mike Pennington (98-01)	
Desire Becketts (98-01)	

\* = Appointed to fill an unexpired term

Updated: August 6, 2019  
Printed: December 19, 2019

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## SOLID WASTE ADVISORY COMMITTEE

Reference: County Commissioners' Resolution 5/17/94 and 03-6 on 2/18/03

Appointed by: County Commissioners

Function: Advisory  
Review and comment on Solid Waste Management Plan, Recycling Plan, plans for solid waste disposal sites/facilities, plans for closeout of landfills, and to make recommendations on tipping fees.

Number/Term: 11/4-year terms; Terms expire December 31st.

Compensation: \$50 per meeting expense allowance, subject to annual appropriation

Meetings: At least quarterly

Special Provisions: One member nominated by each County Commissioner; and one member appointed by County Commissioners upon nomination from each of the four incorporated towns.

Staff Support: Solid Waste - Solid Waste Superintendent - Mike Mitchell - (410-632-3177)  
Solid Waste - Recycling Coordinator - Mike McClung - (410-632-3177)  
Department of Public Works - John Tustin - (410-632-5623)

**Current Members:**

<u>Member's Name</u>	<u>Nominated By</u>	<u>Resides</u>	<u>Years of Term(s)</u>
Michael Pruitt	Town of Snow Hill		*15, 15-19
Bob Augustine	D-3, Church	Berlin	16-20
Granville Jones	D-7, Mitrecic	Berlin	*15-16, 16-20
Michelle Beckett-El Soloh	Town of Pocomoke City		*19-20
Rodney Bailey	D-2, Purnell	Berlin	*19-21
Jamey Latchum	Town of Berlin		*17, 17-21
Steve Brown	Town of Ocean City		*10-13-17, 17-21
George Linvill	D-1, Nordstrom	Pocomoke	14-18, 18-22
James Rosenberg	D-5, Bertino	Ocean Pines	*06-10-14-18, 18-22
George Dix	D-4, Elder	Snow Hill	*10-10-14-18, 18-22
Mike Poole	D-6, Bunting	Bishopville	11-15-19, 19-23

**Prior Members: (Since 1994)**

Ron Cascio (94-96)	Richard Malone (94-01)	John C. Dorman (07-10)
Roger Vacovsky, Jr. (94-96)	William McDermott (98-03)	Robert Hawkins (94-11)
Lila Hackim (95-97)	Fred Joyner (99-03)	Victor Beard (97-11)
Raymond Jackson (94-97)	Hugh McFadden (98-05)	Mike Gibbons (09-14)
William Turner (94-97)	Dale Pruitt (97-05)	Hank Westfall (00-14)
Vernon "Corey" Davis, Jr. (96-98)	Frederick Stiehl (05-06)	Marion Butler, Sr. (00-14)
Robert Mangum (94-98)	Eric Mullins (03-07)	Robert Clarke (11-15)
Richard Rau (94-96)	Mayor Tom Cardinale (05-08)	Bob Donnelly (11-15)
Jim Doughty (96-99)	William Breedlove (02-09)	Howard Sribnick (10-16)
Jack Peacock (94-00)	Lester D. Shockley (03-10)	Dave Wheaton (14-16)
Hale Harrison (94-00)	Woody Shockley (01-10)	Wendell Purnell (97-18)
		George Tasker (*15-20)

\* = Appointed to fill an unexpired term

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## TOURISM ADVISORY COMMITTEE

Reference: County Commissioners' Resolution of May 4, 1999 and 03-6 of 2/18/03

Appointed by: County Commissioners

Function: Advisory  
 Advise the County Commissioners on tourism development needs and recommend programs, policies and activities to meet needs, review tourism promotional materials, judge tourism related contests, review applications for State grant funds, review tourism development projects and proposals, establish annual tourism goals and objectives, prepare annual report of tourism projects and activities and evaluate achievement of tourism goals and objectives.

Number/Term: 7/4-Year term - Terms expire December 31<sup>st</sup>

Compensation: \$50 per meeting expense allowance

Meetings: At least bi-monthly (6 times per year), more frequently as necessary

Special Provisions: One member nominated by each County Commissioner

Staff Contact: Tourism Department - Lisa Challenger (410-632-3110)

**Current Members:**

<u>Member's Name</u>	<u>Nominated By</u>	<u>Resides</u>	<u>Years of Term(s)<sup>2</sup></u>
Isabel Morris	D-6, Bunting	Bishopville	11-15, 15-19
Elena Ake	D-3, Church	West Ocean City	*16, 16-20
Josh Davis	D-5, Bertino	Berlin	*19-21
Lauren Taylor	D-7, Mitrecic	Ocean City	13-17, 17-21
Gregory Purnell	D-2, Purnell	Berlin	14-18, 18-22
Michael Day	D-4, Elder	Snow Hill	*19
Barbara Tull	D-1, Nordstrom	Pocomoke	03-11-15-19, 19-23

**Prior Members: Since 1972**

Isaac Patterson <sup>1</sup>	Barry Laws (99-03)	Molly Hilligoss (15-18)
Lenora Robbins <sup>1</sup>	Klein Leister (99-03)	Denise Sawyer (*18-19)
Kathy Fisher <sup>1</sup>	Bill Simmons (99-04)	
Leroy A. Brittingham <sup>1</sup>	Bob Hulburd (99-05)	
George "Buzz" Gering <sup>1</sup>	Frederick Wise (99-05)	
Nancy Pridgeon <sup>1</sup>	Wayne Benson (05-06)	
Marty Batchelor <sup>1</sup>	Jonathan Cook (06-07)	
John Verrill <sup>1</sup>	John Glorioso (04-08)	
Thomas Hood <sup>1</sup>	David Blazer (05-09)	
Ruth Reynolds (90-95)	Ron Pilling (07-11)	
William H. Buchanan (90-95)	Gary Weber (99-03, 03-11)	
Jan Quick (90-95)	Annemarie Dickerson (99-13)	
John Verrill (90-95)	Diana Purnell (99-14)	
Larry Knudsen (95)	Kathy Fisher (11-15)	
Carol Johnsen (99-03)	Linda Glorioso (08-16)	
Jim Nooney (99-03)	Teresa Travatello (09-18)	

\* = Appointed to fill an unexpired term

1 = Served on informal ad hoc committee prior to 1990, Committee abolished between 1995-1999

2 = All members terms reduced by 1-year in 2003 to convert to 4-year terms

**WATER AND SEWER ADVISORY COUNCIL  
MYSTIC HARBOUR SERVICE AREA**

Reference: County Commissioners' Resolutions of 11/19/93 and 2/1/05

Appointed by: County Commissioners

Function: Advisory  
Advise Commissioners on water and sewer needs of the Service Area; review amendments to Water and Sewer Plan; make recommendations on policies and procedures; review and recommend charges and fees; review annual budget for the service area.

Number/Term: 7/4-year terms  
Terms Expire December 31

Compensation: Expense allowance for meeting attendance as authorized in the budget.

Meetings: Monthly or As-Needed

Special Provisions: Must be residents of Mystic Harbour Service Area

Staff Support: Department of Public Works - Water and Wastewater Division  
John Ross - (410-641-5251)

Current Members:

<u>Member's Name</u>	<u>Resides</u>	<u>Years of Term(s)</u>
Joseph Weitzell <sup>C</sup>	Mystic Harbour	05-11-15, 15-19
Bob Huntt	Deer Point	*06-11-15, 15-19
David Dypsky	Teal Marsh Center	*10-12-16, 16-20
Stan Cygam	Whispering Woods	*18-20
Martin Kwesko	Mystic Harbour	13-17, 17-21
Richard Jendrek <sup>C</sup>	Bay Vista I	05-10-14-18, 18-22
Matthew Kraeuter	Ocean Reef	19-22

Prior Members: (Since 2005)

John Pinnero<sup>C</sup> (05-06) Carol Ann Beres (14-18)  
 Brandon Phillips<sup>C</sup> (05-06)  
 William Bradshaw<sup>C</sup> (05-08)  
 Buddy Jones (06-08)  
 Lee Trice<sup>C</sup> (05-10)  
 W. Charles Friesen<sup>C</sup> (05-13)  
 Alma Seidel (08-14)  
 Gerri Moler (08-16)  
 Mary Martinez (16-18)



<sup>C</sup> = Charter member - Initial Terms Staggered in 2005  
 \* = Appointed to fill an unexpired term

**WATER AND SEWER ADVISORY COUNCIL  
WEST OCEAN CITY SERVICE AREA**

Reference: County Commissioners' Resolution of November 19, 1993

Appointed by: County Commissioners

Function: Advisory  
Advise Commissioners on water and sewer needs of the Service Area; review amendments to Water and Sewer Plan; make recommendations on policies and procedures; review and recommend charges and fees; review annual budget for the service area.

Number/Term: 5/4-year terms  
Terms Expire December 31

Compensation: Expense allowance for meeting attendance as authorized in the budget

Meetings: Monthly

Special Provisions: Must be residents/ratepayers of West Ocean City Service Area

Staff Support: Department of Public Works - Water and Wastewater Division  
John Ross - (410-641-5251)

Current Members:

<u>Member's Name</u>	<u>Resides/Ratepayer of</u>	<u>Terms (Years)</u>
Deborah Maphis	West Ocean City	95-99-03-07-11-15, 15-19
Gail Fowler	West Ocean City	99-03-07-11-15, 15-19
Blake Haley	West Ocean City	*19-20
Todd Ferrante	West Ocean City	13-17, 17-21
Keith Swanton	West Ocean City	13-17, 17-21

Prior Members: (Since 1993)

Eleanor Kelly<sup>c</sup> (93-96)                      Andrew Delcorro (\*14-19)  
John Mick<sup>c</sup> (93-95)  
Frank Gunion<sup>c</sup> (93-96)  
Carolyn Cummins (95-99)  
Roger Horth (96-04)  
Whaley Brittingham<sup>c</sup> (93-13)  
Ralph Giove<sup>c</sup> (93-14)  
Chris Smack (04-14)

\* = Appointed to fill an unexpired term  
c = Charter member



## COMMISSION FOR WOMEN

Reference: Public Local Law CG 6-101

Appointed by: County Commissioners

Function: Advisory

Number/Term: 11/3-year terms; Terms Expire December 31

Compensation: None

Meetings: At least monthly (3<sup>rd</sup> Tuesday at 5:30 PM - alternating between Berlin and Snow Hill)

Special Provisions: 7 district members, one from each Commissioner District  
 4 At-large members, nominations from women's organizations & citizens  
 4 Ex-Officio members, one each from the following departments: Social Services, Health & Mental Hygiene, Board of Education, Public Safety  
 No member shall serve more than six consecutive years

Contact: Liz Mumford and Tamara White, Co-Chair  
 Worcester County Commission for Women - P.O. Box 1712, Berlin, MD 21811

**Current Members:**

<u>Member's Name</u>	<u>Nominated By</u>	<u>Resides</u>	<u>Years of Term(s)</u>
Tamara White	D-1, Lockfaw	Pocomoke City	17-20
Vanessa Alban	D-5, Bertino	Ocean Pines	17-20
Terri Shockley	At-Large	Snow Hill	17-20
Laura Morrison	At-Large	Pocomoke	*19-20
Kelly O'Keane	Health Department		17-20
Kelly Riwniak	Public Safety - Sheriff's Office		*19-20
Darlene Bowen	D-2, Purnell	Pocomoke	*19-21
Elizabeth Rodier	D-3, Church	West Ocean City	18-21
Bess Cropper	D-6, Bunting	Berlin	15-18, 18-21
Kimberly List	D-7, Mitreic	Ocean City	18-21
Gwendolyn Lehman	At-Large	Berlin	*19-21
Mary E. (Liz) Mumford	At-Large	Ocean City	*16, 16-19, 19-22
Coleen Colson	Dept of Social Services		19-22
Hope Carmean	D-4, Elder	Snow Hill	*15-16-19, 19-22
Windy Phillips	Board of Education		19-22

**Prior Members: Since 1995**

Ellen Pilchard <sup>c</sup> (95-97)	Carole P. Voss (98-00)	Gloria Bassich (98-03)
Helen Henson <sup>c</sup> (95-97)	Martha Bennett (97-00)	Carolyn Porter (01-04)
Barbara Beaubien <sup>c</sup> (95-97)	Patricia Ilczuk-Lavanceau (98-99)	Martha Pusey (97-03)
Sandy Wilkinson <sup>c</sup> (95-97)	Lil Wilkinson (00-01)	Teole Brittingham (97-04)
Helen Fisher <sup>c</sup> (95-98)	Diana Purnell <sup>c</sup> (95-01)	Catherine W. Stevens (02-04)
Bernard Bond <sup>c</sup> (95-98)	Colleen McGuire (99-01)	Hattie Beckwith (00-04)
Jo Campbell <sup>c</sup> (95-98)	Wendy Boggs McGill (00-02)	Mary Ann Bennett (98-04)
Karen Holck <sup>c</sup> (95-98)	Lynne Boyd (98-01)	Rita Vaeth (03-04)
Judy Boggs <sup>c</sup> (95-98)	Barbara Trader <sup>c</sup> (95-02)	Sharyn O'Hare (97-04)
Mary Elizabeth Fears <sup>c</sup> (95-98)	Heather Cook (01-02)	Patricia Layman (04-05)
Pamela McCabe <sup>c</sup> (95-98)	Vyoletus Ayres (98-03)	Mary M. Walker (03-05)
Teresa Hammerbacher <sup>c</sup> (95-98)	Terri Taylor (01-03)	Norma Polk Miles (03-05)
Bonnie Platter (98-00)	Christine Selzer (03)	Roseann Bridgman (03-06)
Marie Velong <sup>c</sup> (95-99)	Linda C. Busick (00-03)	Sharon Landis (03-06)

\* = Appointed to fill an unexpired term  
 c = Charter member

Prior Members: Since 1995 (continued)

Dr. Mary Dale Craig (02-06)  
Dee Shorts (04-07)  
Ellen Payne (01-07)  
Mary Beth Quillen (05-08)  
Marge SeBour (06-08)  
Meg Gerety (04-07)  
Linda Dearing (02-08)  
Angela Hayes (08)  
Susan Schwarten (04-08)  
Marilyn James (06-08)  
Merilee Horvat (06-09)  
Jody Falter (06-09)  
Kathy Muncy (08-09)  
Germaine Smith Garner (03-09)  
Nancy Howard (09-10)  
Barbara Witherow (07-10)  
Doris Moxley (04-10)  
Evelyne Tyndall (07-10)  
Sharone Grant (03-10)  
Lorraine Fasciocco (07-10)  
Kay Cardinale (08-10)  
Rita Lawson (05-11)  
Cindi McQuay (10-11)  
Linda Skidmore (05-11)  
Kutresa Lankford-Purnell (10-11)  
Monna Van Ess (08-11)  
Barbara Passwater (09-12)  
Cassandra Rox (11-12)  
Diane McGraw (08-12)  
Dawn Jones (09-12)  
Cheryl K. Jacobs (11)  
Doris Moxley (10-13)  
Kutresa Lankford-Purnell (10-12)  
Terry Edwards (10-13)  
Dr. Donna Main (10-13)  
Beverly Thomas (10-13)  
Caroline Bloxom (14)  
Tracy Tilghman (11-14)  
Joan Gentile (12-14)  
Carolyn Dorman (13-16)  
Arlene Page (12-15)  
Shirley Dale (12-16)  
Dawn Cordrey Hodge (13-16)  
Carol Rose (14-16)  
Mary Beth Quillen (13-16)  
Debbie Farlow (13-17)  
Corporal Lisa Maurer (13-17)  
Laura McDermott (11-16)  
Charlotte Cathell (09-17)  
Eloise Henry-Gordy (08-17)  
Michelle Bankert \*(14-18)  
Nancy Fortney (12-18)  
Cristi Graham (17-18)  
Alice Jean Ennis (14-17)  
Lauren Mathias Williams \*(16-18)  
Teola Brittingham \*(16-18)  
Jeannine Jerscheid \*(18-19)  
Shannon Chapman \*(17-19)  
Julie Phillips (13-19)



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DEPARTMENT OF  
DEVELOPMENT REVIEW AND PERMITTING

## Worcester County

GOVERNMENT CENTER  
ONE WEST MARKET STREET, ROOM 1201  
SNOW HILL, MARYLAND 21863

TEL: 410.632.1200 / FAX: 410.632.3008

[www.co.worcester.md.us/drp/drpindex.htm](http://www.co.worcester.md.us/drp/drpindex.htm)


ZONING DIVISION  
BUILDING DIVISION  
ADMINISTRATIVE DIVISION

DATA RESEARCH DIVISION  
CUSTOMER SERVICE DIVISION  
TECHNICAL SERVICES DIVISION

# Memorandum

**To:** Worcester County Commissioners

**CC:** File

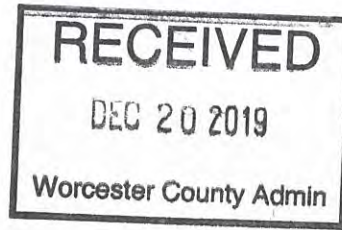
**From:** Jo Ellen Bynum 

**Date:** 12/30/2019

**Re:** Worcester County Housing Rehabilitation Program MD-12-CD-22 Close Out Agreements

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Attached are two copies of the close out agreement sent to Worcester County from the State CDBG Office, as well as a copy of the State's cover letter. Please have Commission President Joseph Mitrecic sign and return to my office so that I may forward the two agreements to the State office.



LARRY HOGAN Governor  
BOYD K. RUTHERFORD Lt. Governor  
KENNETH C. HOLT Secretary

December 12, 2019

The Honorable Diane Purnell  
President  
Office of the County Commissioners  
Worcester County Government Center  
One W. Market Street, Room 1103  
Snow Hill, Maryland 21863-1195

*Copy: Kim Reynolds ✓  
JD Ellen Bynum ✓*

Re: Reminder: Close Out  
Maryland Community Development Block Grant Program  
Grant No.: MD-12-CD-22 Housing Rehabilitation

Dear President Purnell:

The above referenced Maryland Community Development Block Grant has been monitored and there are no issues to be resolved. We would like to formally close out the grant. Please sign both copies of the Close Out Agreement, and return all documents **within 15 days**.

Upon review and execution of the Close Out Agreement, a copy will be returned for your files. Please be advised the Community Development Block Grant Program requires retention of the Close Out Agreement and all grant files for five years from the close out of the grant to the State from the U.S. Department of Housing and Urban Development.

If you have any questions concerning the Close Out Agreement, please contact Justin Fair at (301) 429-7499.

Sincerely,

Cindy Stone  
Director  
Community Development Programs

cc: Kim Reynolds, County  
Justin Fair, CDBG



GRANT NO. MD-12-CD-22

MARYLAND COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

CLOSE OUT AGREEMENT

This Maryland Community Development Block Grant Program (CDBG) Close Out Agreement (the "Agreement") is entered into as of this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between the Department of Housing and Community Development, a principal department of the State of Maryland, hereinafter referred to as "DHCD" and the County Commissioners of Worcester County, a political subdivision of the State of Maryland, hereinafter referred to as "Grantee".

WHEREAS, the Grantee received a \$300,000.00 from DHCD (the CDBG Grant") to complete the activities set forth in its grant agreement with DHCD, dated October 24, 2011 (the "Grant Agreement") and its application (the "Project Application") to Federal Fiscal Year 2011 Maryland Community Development Block Grant Program (the "Program") for Project Number MD-12-CD-22 hereinafter referred to as (the "Project").

WHEREAS, the Grantee has undertaken and completed the activities in the Grant Agreement and the Project Application in compliance with all applicable rules and regulations of the Program.

NOW THEREFORE, in consideration of the above and for other consideration which the parties deem adequate the parties hereto agree as follows:

1. The Project activities, other than those activities which survive closeout pursuant to Section 6 below, have been completed by the Grantee to the satisfaction of DHCD and the CDBG Grant funds have been properly expended for such activities.
2. All reports, verifications or other information required by the Program have been received by DHCD.
3. Except with respect to any activities which survive closeout of the CDBG Grant, pursuant to Section 6 below, there has been a final settlement of the issues arising out of the CDBG Grant.
4. There has been a final closeout of the Project activities and expenditures of the CDBG Grant Funds other than activities which may survive closeout of the CDBG Grant pursuant to Section 6 below.
5. The Grantee shall retain all files related to the Project for a period equal to five (5) years from the date of the closeout of the grant to the State from the U.S. Department of Housing and Urban Development.
6. If the Grantee receives any CDBG Program Income as a result of this Project, those funds must be returned to the State except if grantee has an approved Program Income Re-Use Plan for this grant.

7. The Grantee shall continue to use any program income for purposes which serve the continued economic and community development of the Grantee pursuant to the plan approved by DHCD.
8. The terms and conditions, if any, set forth in Exhibit A to this Agreement shall survive closeout of the Grant.

WITNESS our hands and seals all as of date first written above.

DEPARTMENT OF HOUSING AND  
COMMUNITY DEVELOPMENT

By: \_\_\_\_\_  
Ronald D. Waters  
Deputy Director  
Division of Neighborhood Revitalization

COUNTY COMMISSIONERS OF WORCESTER COUNTY

By: \_\_\_\_\_  
Joseph M. Mitrecic  
President

Approved for form and legal sufficiency.

\_\_\_\_\_  
Assistant Attorney General

CLOSE OUT AGREEMENT

MD-12-CD-22

WORCESTER COUNTY

EXHIBIT A

N/A



# WORCESTER COUNTY LOCAL BEHAVIORAL HEALTH AUTHORITY

*Working together for healthier communities!*

5

To: Harold Higgins, Chief Administrative Officer  
From: Jessica Sexauer, Director of Local Behavioral Health Authority

(R)

DATE: December 18, 2019

SUBJECT: Recommendation from Local Behavioral Health Authority:

The Worcester County Local Behavioral Health Authority received one proposal as a result of the Request for Proposal for implementation of Mental Health Case Management: Care Coordination for Children and Youth program in Worcester County. This program will assist children and youth in gaining access to needed medical, mental health, social, educational and other services in accordance with the Code of Maryland Annotated Regulations (COMAR) 10.09.89-90.

As a result of the submission, a team of objective professionals reviewed and scored the proposal for quality assurance of submission. Enclosed is a score sheet containing the review criteria used to score the proposal, the individual score of each reviewer, and the average score of the proposal.

The Local Behavioral Health Authority is recommending the following provider be selected for program implementation beginning January 21, 2020:

**Mental Health Care Management: Care Coordination for Children and Youth**

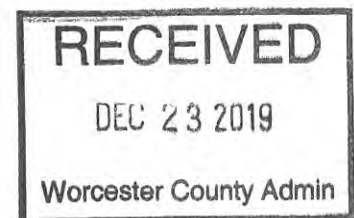
**Selected Vendor:** Wraparound Maryland Inc., which received an average score of 87.5 out of a possible 100.

p.10

If you have any concerns or questions about the proposal, scoring criteria or vendor, please do not hesitate to contact me at 410-632-3366.

Thank you for your assistance.

Cc: Kelly Shanahan, Assistant Chief Administrative Officer  
Enclosures





# Competitive Bid Worksheet

**Item: Worcester County Local Behavioral Health Authority**

**Mental Health Case Management Program**

Bid Deadline/Opening Date: 1:00 P.M., December 9, 2019

Bids Received by deadline = 1

Vendor's Submitting Bids

Total Score By Review Panel

To Be Determined Upon Review

**Wraparound Maryland, Inc.**

1118 East Main Street

Salisbury, MD 21804

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Program: Youth Mental Health Case Management/ Care Coordination Organization

Vendor: Wraparound Maryland

<u>YCC-CCO Evaluation Criteria Categories</u>	Maximum Score	Reviewer DH	Reviewer IL	Reviewer JS	Reviewer CB
<b>Understanding of and Commitment to System of Care Practice</b> (15 points)					
Did the applicant demonstrate understanding of System of Care practice, Person Center Care and service delivery Model?	10	10	8	9	9
Did the applicant include Board Membership, service delivery and partnerships?	5	5	5	4	4
<b>Organization Capacity &amp; Experience</b> (25 points)					
Did the applicant provide organization capacity to be approved as a Mental Health Case Management provider under COMAR?	1	1	1	1	1
Did the applicant provide experience in delivering mental health services to children and youth with serious health challenges?	2	2	2	2	2
Did the applicant describe vision and philosophy for strengthening and supporting families?	1	1	1	1	1
Did the applicant describe partnerships with agencies, private services providers, business, religious organizations, law enforcement agencies, or other community based organization?	2	2	2	1	1

Program: Youth Mental Health Case Management/ Care Coordination Organization  
 Vendor: Wraparound Maryland

Did the applicant provide <b>three</b> strongest assets in the provision of behavioral health services?	3			2	3	2	3
Did the applicant provide an experience scope of work and deliverables for the past four years?	2			2	2	2	2
Did the applicant provide a brief statement of current practices to ensure that services are delivered in a culturally competent manner?	2			2	2	2	2
Did the applicant describe how they will assess and work with individuals who have limited English proficiency?	2			2	2	1	2
Did the applicant demonstrate the capacity to be successful in implementing assessment instruments and data management system?	2			2	2	1	1.5
Did the applicant describe the history for meeting programs goals, achieving positive outcomes for children, families, and meeting target for submission of required data on service delivery and activates?	1			1	1	1	1
Did the applicant describe the capacity to access reimbursement through the Public Behavioral Health System for mental health treatment services?	1			1	1	1	1
Did the applicant describe location of the office where the Care Coordinator staff and case files will be housed and how it promotes access to families?	1			1	1	1	.5
Did the applicant include <b>two</b> letters of support as attachments that demonstrate strong collaborations efforts of work within a multi-systemic framework?	2			2	2	2	2

Program: Youth Mental Health Case Management/ Care Coordination Organization

Vendor: Wraparound Maryland

	3	1	3	2	1.5
Did the applicant provided a timeline for hiring, recruiting, and training of all staff responsible for the services?					
<b>Approach (35 points)</b>					
Did the applicant describe detailed implementation timeline scope of service and demonstrated how the approach will fulfill the values of WCLBHA?	2	1	1	2	2
Did the applicant describe how many total unduplicated youth applicant plans to serve programs wide through case coordination (including a breakout by level of care)?	4	3	3	2	3
Did the applicants work plan outlined roles and key milestone in policies and procedures, human resources development, and continuous quality control improvement for internal organization process and client-driven outcomes?	3	2	3	2	2
Did the applicant describe how they will reach out to engage families and individuals upon referral, ensure that plan of care are family-youth or adult – driven, and retain active family, youth or adult participation thought out the service time frame?	1	1	1	1	1
Did the applicant describe keeping track of the required timeframe for assessments of Care Coordination Plan of Care?	2	2	2	2	1.5
Did the applicant describe how they will handle communication with families and individuals of approvals or denials for services?	2	2	2	2	2

Program: Youth Mental Health Case Management/ Care Coordination Organization  
 Vendor: Wraparound Maryland

Did the applicant describe how they will manage enrollment processes for youth, certificate of needed documentation and financial eligibility screening?	1	1	1	1	1	1	1
Did the applicant describe a plan for marketing and communicating the care coordination of services to local partners and families?	1	1	1	1	1	1	1
Did the applicant describe how they will enhance their current relationship with other child, adult-serving and community base organization?	1	1	1	1	1	1	1
Did the applicant describe how they will incorporate families and community members into ongoing resources/services/strength identification and evaluation process?	1	1	1	1	1	1	1
Did the applicant describe how they will identify and engage informal and natural support for each family?	1	1	1	1	1	.5	1
Did the applicant describe how they will ensure that continual assessment of child and family?	1	1	1	1	1	.5	1
Did the applicant describe policies and procedure for handling incidents?	1	1	1	1	1	1	.5
Did the applicant describe a plan to ensure that qualified staff are available 24 hours per day, 7 days per week to address crises and prevent disruptions of service?	1	1	1	1	1	1	1
Did the applicant provided examples of how they intend to involve families, youth, and agency stakeholders in the policymaking and operations?	2	1	1	2	2	2	2

Program: Youth Mental Health Case Management/ Care Coordination Organization

Vendor: Wraparound Maryland

Did the applicant provided details on behavioral health services provided by the organization as well as any relationship the origination has with any provider regarding structure/process or firewall they will use to avoid conflicts interest, self –referrals and the appearance of impropriety?	2	1	1	1	1	1.5
Did the applicant describe a format for record keeping and showed how they will keep Case Records files up-to-date, accounting for timeline required for Plans of Care, crisis plans, and internal review process for quality control of records?	5	3	5	5	4	5
Did the applicant provided a Quality Assurance Plan?	4	3	3	4	4	4
<b>Budget and Budget Narrative (10 points)</b>						
Did the applicant provided line-item budget using budget form 432B?	5	4	5	5	5	5
Did the applicant provided a budget narrative?	5	4	5	3	3	3
<b>Staffing Plan (10 points)</b>						
Did the applicant describe educational background, recruitment process to appropriate staff MHCM/Care Coordination and experience of licensed mental health professional certification of current staff?	1	1	1	1	1	1

Program: Youth Mental Health Case Management/ Care Coordination Organization  
 Vendor: Wraparound Maryland

Did the applicant provide organizational chart and staffing plan for proposed position(s)?	1	1	1	1	1	1
Did the applicant describe the staffing pattern that they will use to deliver the proposed services which will ensure the required availability to families during traditional and non-traditional hours?	1	1	1	1	1	.5
Did the applicant describe recruitment, retention, and supervision practices that the agency plans to employ to retain and supplies licensed mental health professionals?	1	1	1	1	1	.5
Did the applicant describe organizational management ensure project goals and objective are met?	1	1	1	1	1	.5
Did the applicant provide the names and titles of the key management personnel directly involved with supervising the services rendered under the contract?	1	1	1	1	1	1
Did the Applicant describe administrated services and oversight?	1	1	1	1	1	.5
Did the applicant provide current or most recent state approval letters or licenses that document experience providing Mental Health Services in Maryland 19 under COMAR, Office of Health Care Quality site visit report, statement of deficiencies, certificate of good standing, taxation and most recent financial audit management letter?	3	2	2	3	3	3
<b>Completeness of the Application</b> (5 points)						

Program: Youth Mental Health Case Management/ Care Coordination Organization

Vendor: Wraparound Maryland

Did the applicant provide completeness of the application and the clarity of the statements within the proposal, including availability and accuracy of supporting documentation?	5	4	5	5	4
	100	85	93	86	86
<b>Total</b>					
Average score: 87.5					
<b>Comments:</b>					
*IL recommends moving forward with a contract for services with Wraparound Maryland for CCO services.					
*CB suggests adding outreach plan as a scope of work in the contract.					
*JS recommends moving forward with a contract for services with Wraparound Maryland.					





**Request for Proposal**

**Mental Health Case Management: Care Coordination for Children and Youth**

**Cover Letter**


**Date:** December 5, 2019

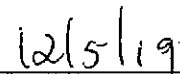
**Name of Organization:** Wraparound Maryland, Inc.

**Address:** 1118 E Main Street, Salisbury, MD 21804

**Authorized Representative:** Kimberly Cooke, 410-603-4102

**Email Address:** [kcooke@wraparoundmd.com](mailto:kcooke@wraparoundmd.com)

  
\_\_\_\_\_  
Authorized Representative Signature

  
\_\_\_\_\_  
Date

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## **B. Understanding of and Commitment to System of Care and Person-Centered Care Practice**

### **1. Demonstrate understanding of System of Care practice and principles delivery model.**

Wraparound Maryland and its founding organization, New Transitions, has been at the forefront of the System of Care efforts in the state of Maryland since its inception in 2005. At that time, the State of Maryland was planning to transition to a System of Care model and implement the Wraparound Service Delivery Model for youth at risk of out-of-home placements. When the new System of Care model was announced, we immediately responded with earnest, as the model mirrored the core values and principles reflected in our agency. We participated in the initial transition planning meetings and trainings facilitated by nationally recognized experts to assist community stakeholders in understanding the benefits of the model and coordinate its implementation. We partnered with state and local stakeholders, leaders as well as community providers, to ensure the model was fully embraced at all levels of service delivery. Wraparound Maryland did not hesitate to become fully invested in System of Care practice.

In 2008, New Transitions was awarded one of four pilot sites to provide Care Coordination under the Wraparound Service Delivery Model. Within the first year of Care Coordination implementation, as well as subsequent years, New Transitions received ratings consistent with high fidelity practice on the Wraparound Fidelity Assessment Scale (WFAS) on each of the measurable indicators.

Our Executive Director's dedication spurred her to create a non-profit organization, Wraparound Maryland in 2009 to become the embodiment of the Wraparound model within the State of Maryland. In 2009 the Care Management Entity (CME) contract was awarded by the State of Maryland. Wraparound Maryland was designated as the Care Management Entity (CME) for fourteen (14) jurisdictions, encompassing rural, urban and suburban jurisdiction, including Baltimore City to implement the Wraparound Service Delivery Model. As a result, Wraparound Maryland, blazed the trail for providing high-fidelity Wraparound service delivery throughout the State of Maryland.

After the CME contract was awarded, Wraparound Maryland joined other leaders to bring statewide and national awareness to the effort. Our Executive Director, Kimberly Cooke, presented the System of Care (SOC) model and the Wraparound Service Delivery model at multiple conferences, demonstrating the benefits and positive outcomes achieved by youth and families within our community. Ms. Cooke has presented her first-hand experience of developing a CME in a climate of SOC reform to the 2010 Georgetown Conference before a national crowd in Washington, DC. She has also presented at the 2011 System of Care Institutes in Chicago with Sheila Pires, one of the influential change agents in the country on System of Care work. Ms. Pires' System of Care Primer is the instructional manual used by most states to guide their restructuring and implementation efforts. Ms. Pires requested Ms. Cooke present to the national audience the implementation efforts and the provision of care coordination within the Wraparound Service Delivery Model as it relates to the System of Care.

In addition to infusing her agencies with values, policies, and practices in line with Systems of Care principles and Wraparound values, as Wraparound Maryland's Executive Director, Ms. Cooke has participated in SOC committees, interagency-trainings, and other SOC related discussions in the development and implementation of System of Care reform efforts in Maryland.

## **2. Demonstrate understanding of Person-Centered Care**

Wraparound Maryland believes as its core beliefs that all families are resilient, families want to be together, and any challenges can be overcome with appropriate supports and services. Through implementation of a team based process to assist the family in identifying needs and tailoring supports specific to the individual caregiver(s) and youth, we are able to maintain the intact family in their communities and work with families involved in foster care settings to be reunited, whenever possible. We recognize any disruption in placement will impact the youth and family negatively as well as be very costly to the state of Maryland. Wraparound Maryland is excited to respond to this proposal and for the opportunity to be a part of the exciting work being undertaken as part of Maryland's continued commitment to Systems of Care approach to service delivery. Our mission, values, and agency foundational beliefs are in line with core principles set forth by the Worcester County Behavioral Health Authority.

Research indicates better outcomes for families when they are invested and engaged in treatment. Wraparound Maryland provides the foundation for our program consumers to be the nuclei to their own plans and services. We approach service delivery as a collaboration with individuals, and their families; as partners in development. This partnership fosters an atmosphere of safety and inclusion, where participants know their voices have power and can shape their own future, thereby allowing for the strongest variables for success. In this role as partners, Wraparound Maryland is able to act as a guide toward accessing the applicable mental health services and provide the information needed to make tough decisions about the overall service plan. Drawing upon the expertise of our Care Coordinators, our consumers become contributors and authors of their own plans and service arrays. The individual is able to fully understand the scope of the services and make informed decisions that would enable them towards success. As a result of this ownership of their Plan of Care (POC), these individuals have a greater chance of sustainable success.

## **3. Describe efforts your organization has and/or intends to make to reflect System of Care principles, Service delivery model, and Person-Centered Care within administration, operations and practice to include, as applicable, Board of Directors membership, organization culture, service delivery, and partnerships.**

Wraparound Maryland's ability to effortlessly embrace System of Care and achieve a high level of success is also a result of commitment by the Board of Directors. Our Board of Directors is comprised of professionals, business leaders, and legacy family members who represent the rich culture and diversity of the communities we serve. This board makeup provides excellent community leadership, the foundation to maintain our values, and the inertia to consistently strive for excellence in the delivery of services to our families. Board membership includes individuals who were involved with the initial implementation of System of Care efforts within child serving agencies. Our board understands the importance and benefits of empowering families and serving youth in their own communities to effect sustainable change.

### **C. Organizational Capacity/Expertise**

#### **1. Provide documentation of your organization's capacity to be approved as a Mental Health Case Management provider under COMAR 10.09.89-90 and meet the criteria to be considered for funding as detailed in the Applicant Qualifications Section of this RFP.**

Wraparound Maryland currently provides Mental Health Case Management services for children, youth and adults in Baltimore City, and youth in the Mid Shore, Wicomico and Somerset Counties under the Targeted Case Management (TCM) program under COMAR

10.09.45 and 10.09.89-90 and meets the qualification criteria of this RFP. Supported documentation will be available in the appendix for review.

**2. Provide a brief statement of your organization's history and experience in delivering mental health services to children and youth with serious behavioral health challenges makes available additional home- and community-based services.**

Wraparound Maryland, a non-profit entity was created by a for profit agency, New Transitions, as an ongoing commitment to provide comprehensive services to children, youth, and their families. New Transitions was founded in 2005 with the specific intent of utilizing wraparound principles for youth, who are at risk of out of home placement, to have immediate access to creative, individualized, and strengths based services. New Transitions was initially tasked to provide wraparound care coordination in one of four piloted wraparound jurisdictions. In 2009, New Transitions created the non-profit subsidiary, Wraparound Maryland, to respond to a request for proposal to become a Care Management Entity (CME) for the Governor's Office for Children. As an official CME for the State of Maryland, Wraparound Maryland provided care management functions in 14 counties and Baltimore City through: care coordination, child and family team (CFT) facilitation, crisis planning, resource development, service development, utilization review, resource monitoring, evaluation and continuous quality improvement, fiscal management, measuring outcomes, and data management. Wraparound Maryland has historically been dedicated to ensure children, youth, families, and adults receive the best care possible through our work.

In 2011, Wraparound Maryland expanded its national presence by forming a new trade name Wraparound Delaware, doing business in the State of Delaware. As Wraparound Delaware, we provide coordination of services to youth and families involved with two divisions within the Delaware Department of Services to Children, Youth and their Families (DSCYF). Services delivered to the Division of Youth Rehabilitative Services (YRS) population are youth-centered and strengths-based, utilizing individualized plans to provide appropriate resource connections and prevent further involvement with the justice system. We partner with families, courts, the State of Delaware, educational partners, and naturally occurring supports to develop robust plans designed to create meaningful community connections and provide all identified or Court-ordered services within the youth's community.

In 2012, the City of Baltimore designated Wraparound Maryland as a Mental Health Case Management (BC-MHCM) provider, serving children, youth, families and adults in need of mental health services. This BC-MHCM contract recently was renewed under a second RFP process issued with separate proposals for (1) the adult population and (2) the children, youth and their families. Wraparound Maryland was awarded both service contracts.

In 2013, the State of Delaware awarded Wraparound Maryland (as Wraparound Delaware), a contract with the Division of Family Services (DFS), expanding our scope of work to provide In Home Services to families identified by DFS. In this additional role, we deliver services to families, in their community, with the goal of ensuring the safety and well-being of children, while assisting families in reaching their individual goals. Under this contract, Wraparound Delaware delivers a process designed to empower families to be self-sufficient by providing Parent Aid and In Home Counseling Services. We work closely with families, Delaware partners, courts, and natural supports to create plans that support long term success and empowerment for families. While working with youth and families and Delaware partners under each of these contracts, we have been able to deliver services infused with System of Care values and philosophies, as well as a delivery modality that embraces the Wraparound principles.

In 2015 we responded to the Mental Health Case Management in Wicomico County and was awarded the contract providing the exact services outlined in the Worcester County RFP. Additionally, we have been awarded Somerset County in 2016 and the Mid Shore in October 2017. To date of this proposal, we have now provided care coordination services utilizing the Wraparound service delivery model to over 1500 caregivers and youth within the state of Maryland. Consequently, since Wraparound Maryland is currently providing similar services as this RFP in other jurisdictions, we are uniquely positioned to deliver these same successful outcomes in Worcester County.

**3. Describe your agency's vision and philosophy for strengthening and supporting families who have children with intensive needs that require cross-agency and cross-discipline interventions to keep them in their homes/communities.**

At the heart of Wraparound Maryland's philosophy and vision is the following axiom: Families are strong and resilient. We believe every family has the capability to meet and overcome any challenge that may arise. Throughout our long history of working with families with children with intensive needs, we understand these families may experience even greater challenges. However, we have found the intensity of these challenges does not overshadow the strength of a family, the family's capacity to stay strong, and the family's ability to achieve happiness. Wraparound Maryland's vision is that all families and youth can become empowered to know their strengths, and in turn, may feel encouraged and optimistic that their hopes and dreams will be realized. To achieve this vision, our organization employs a philosophy of uncovering and utilizing family successes when developing interventions. Wraparound Maryland is devoted to the System of Care principles and Wraparound service delivery model.

Wraparound MD values the individuality of the people we serve. We recognize that our consumers arrive to us with past experiences and current circumstances that should be valued and used as an underlying component to the consumer's future success. Each person's unique history, or story, includes strengths, wishes, and needs that we use to develop an array of tailored services. These principles are integrated at every level of our agency, from the direct service staff, management staff, to the board of directors. Our commitment is not simply evident by embracing the model through the branding of our trade names, but by implementing the Wraparound model within every aspect of the organization through adhering to the following core principles: Family Voice and Choice, Team-Based Approach, Natural Supports, Collaboration, Community-Based, Culturally Competent, Individualized, Strengths-Based, Unconditional, and Outcomes-Based. We recognize that every participant has a unique past and requires a specialized plan tailored to their individualized needs. These unique plans are actualized by adhering to the following Wraparound core set of principles.

**4. Provide a brief statement describing your organization's three strongest assets in the provision of behavioral health services.**

- Wraparound Maryland has adopted the concept of 'whatever it takes' in providing support and services to our families. We do not give up on families or allow families' choices to determine our ability to continue to provide intensive, comprehensive support that is needed.
- Wraparound Maryland believes any family who allows us to serve them is giving us a gift that should be respected and honored. Furthermore, when that family shares personal information with us that gift is enhanced and allows us to truly assist families in achieving their goals.

- Wraparound Maryland believes all behavior is the result of unmet needs and it is the unearthing of these needs that helps us truly assist in creating a comprehensive plan of care that help each family actualize their dreams.

**5. Provide a brief description of your organization's history of forming partnerships with other community based organizations.**

WMD has an established history and long-standing commitment to serving children, youth, and adults with intense needs. We have developed exceptional working relationships with both lead and collaborative agencies, as well as with community partners, including those in Worcester County during our time as the CCO.

WMD, a case management agency providing coordination for individuals with complex needs, relies on many significant partnerships to meet the urgent self-identified needs for each of our participants. These partnerships are important so our individuals can choose the best array of services possible, as guided by their own voice and choice. Examples of partnerships throughout the regions we serve include, behavioral health agencies, churches, shelters, substance abuse programs, civic organizations, food banks, state’s attorney offices, Health Care for the Homeless, Maryland Coalition for Families, DJS, DSS, educational systems, YMCAs, Children’s Choice, MENTOR Maryland, etc.

**6. Describe your experience operating similar services to those in this RFP's Scope of Work and Deliverables within the past four years, including the ability to function as a provider and CCO, provide service delivery, and adhere to SOC practice and principles..**

As referenced above, Wraparound Maryland provided CCO functions in 14 counties and Baltimore City utilizing care coordination, child and family team (CFT) facilitation, crisis planning, resource development, service development, utilization review, resource monitoring, evaluation and continuous quality improvement, fiscal management, measuring outcomes, and data management. Wraparound Maryland has historically been dedicated to ensure children, youth, families, and adults receive the best care possible through our work.

Since 2012, Wraparound Maryland has provided Mental Health Case Management first in Baltimore City and then expanding to our current 8 counties. In looking at the last five years of service, the number of enrolled individuals and families, across all races, ethnicities, and cultures has resulted in exceptional success: ninety-seven percent (97%) of program participants have concluded their program avoiding a higher level of care than when they entered the program. Consequently, Wraparound MD is confident to continue this program achievement through the contract award under this RFP. The breakdown of enrolled individuals for this date span is detailed below including the ethnicity of those served.

Jurisdiction	# of Families Served	% of ethnicity	Language
Mid-Shore	171	57% Caucasian 38% African American 4% Latino .84% Pacific Islander	98% English as a first language 2% English as a second language
Somerset	65	55% Caucasian 43% African American 3.6% Latino	98% English as a first language 2% English as a second language
Wicomico	360	34%Caucasion 58% African American	97% English as a first language

		.6 Asian .8 Native American 6.4% Latino	3% English as a second language
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Wraparound Maryland works with all youth and families. When Wraparound Maryland receives a family that speaks a language other than English, and we do not have staff that can address this need, Wraparound Maryland accesses interpreters from our network of community partners. These same accommodations are provided for individuals who may be hearing or visually impaired. Our staff is experienced with accessing the TTY relay system and language line when working with families with specific language needs. Wraparound Maryland makes every attempt to employ representative staff. Wraparound Maryland believes cultural competence is vital to successful engagement. We foster an environment and work culture promotes an open mind and heart and acceptance of others' views.

Mental Health Case Management for youth provides care coordination utilizing the wraparound service delivery model under the framework of the system of care. This model ensures we utilize the family's strengths and assess for the underlying needs to help formulate a plan of care with the family at the center of this planning process. Family strengths are unique and vast and can look like the things that help them for good about themselves, help them practice resiliency and help them maintain in times of struggles. These strengths could include individual passions, community connections they currently have or would like to build, academic dreams, and catalysts that help families realize their vision. Family's needs are just as unique and help to explain behavior that may not be helping them achieve their goals. Needs include the holes in the heart that keep families from doing the things they should and keep them doing things they shouldn't. Needs are the barriers that get in the way of families achieving their d

**7. Provide a brief statement of how your organization's current practices ensure that services are delivered in a culturally competent manner, responsive to the diverse communities served, including languages, histories, traditions, beliefs and values.**

As Maryland increasingly becomes a greater epicenter of cultural and ethnic diversity, Wraparound Maryland provides the qualifications and experience to match these population changes, step-for-step, because we strive to remain culturally and linguistically competent in a changing environment. We provide a foundation for organizational cultural competency by having a staff and board that culturally mirrors the population that we serve. We hire staff that are representative of the service population. This concept extends from support staff to care coordinators, supervisors, including administration. Diversity within our staff and policy makers creates a universal core of understanding about the importance of cultural and linguistic competency, and thereby extending to the lives of the people we serve.

This core understanding becomes the foundation to be proactive and ensure that procedures and program tools are culturally and linguistically appropriate for the population we serve. At the same time, Wraparound Maryland does not presume first-hand knowledge of all diversities, and are therefore always open to the ways of previously unfamiliar family dynamics, communities and cultures. Wraparound Maryland is proactive in meeting the needs and supporting these culturally and linguistically diverse families. We investigate the communities where our families live to find service providers who serve the respective culture of the families. We engage these service providers and develop partnerships for continued work within our provider network.



Wraparound Maryland's commitment to having a comprehensive provider network ensures that families of different cultures are working with existing providers that inherently understand the specifics of those cultures. These service providers also offer an opportunity to help us provide linguist support to our families and assist in tailoring services that are appropriate and respectful.

**8. Describe how your organization will assess and work with individuals who have limited English proficiency, including the procedures in place to address service access for these individuals along with your agency's process for addressing cultural competency, in general.**

Wraparound MD has experience working with individuals who have limited English Proficiency. To ensure that these individuals do not experience lapses in service, we have developed partnerships with community entities that directly serve specific cultural populations, so that linguistic and cultural needs are promptly satisfied. For example, when Wraparound MD receives a referral of a person who speaks a language other than English, and we do not have staff that can address this need, we can access interpreters from our network of community partners. These same accommodations are provided for individuals who may be hearing or visually impaired. Our staff is experienced with accessing the TTY relay system and language line when working with individuals with specific language needs. Wraparound MD believes cultural competence is vital to provide a broad path towards successful engagement.

Wraparound MD provides an environment conducive for a person's engagement in their mental health care services by prioritizing cultural awareness within every level of our organization. Wraparound MD is dedicated to all individuals from all walks of life. We understand that in order to serve persons of different backgrounds in our ethnically and culturally diverse state, the entire organization must maintain a high level of cultural competency. We achieve cultural competency by employing staff that represent the community and families we serve.

Aside from logistical barriers such as language or communication modalities, we recognize not all individuals, nor all cultures, welcome interventions from helping agencies. Our Care Coordinators seek to understand the overall system and process from the individual's perspective. We support ongoing formal training on cultural awareness and sensitivity, but also look to partners within the community to enhance our knowledge and appreciate our modalities when working with persons of different cultural, ethnic or religious backgrounds. To assist individuals who are new to these service programs or who are weary from previous experience, we have utilized peer-to-peer support. These relationships with peer-to-peer support have been successful to demystify the process for consumers and to provide an additional point-of-view to the Care Coordinators. If awarded the contract under this RFP, Wraparound MD will continue to support all areas of opportunity and strength for a consumer to promote greater permanency and positive outcomes in Worcester County.

In creating the core components of service delivery, Wraparound Maryland ensures all voices are heard and respected. The team meetings consist of advocates for the family that understand the cultural dynamics of the family and assists us in getting it right for the youth and family. Families and their supports during the team meeting help to choose providers that most align with the families values and cultural norms.

**9. Provide information demonstrating your organization's capacity to be successful in implementing assessment instruments and data management systems.**

Wraparound Maryland utilizes a web based management information system that is customizable to our programs' needs. The assessments we use such as CANS, is embedded within our system

allowing use to complete on-line. Besides the ease of use and standardize storing of the assessment the system is also able to capture the data from a micro and macro level and aggregate data to use as one of our outcome measures. Additionally, we can build in other tools and assessments into our system as needed.

**10. Describe your organization's history for meeting program goals, achieving positive outcomes for children, families, and meeting targets for the submission of required data on service delivery and activities.**

Wraparound Maryland has a long history of exceeding program goals, achieving positive outcomes for children/families and meeting targets for submission of data required by program monitors. We have created reports through our MIS system that generates the required data that gets reported to our monitoring agencies. Therefore, submission of the data is accurate, current and easily accessible. WMD has also created reports within our system that tracks timeframes, improvement in CANS scores, successful discharges, goal completion and progress toward the families vision. In addition we complete consumer satisfaction surveys and aggregate the data in a standardized way. Creating opportunities for improving positive outcomes, as well as documenting outcomes is a priority for us. We continue to strive to improve our services, improve our recording abilities, assess our program and ensure families are getting the support that will help them reach their goals. Through our assessments and continuous quality improvement we continually improve our reports and data collection

**11. Describe your organization's capacity to access reimbursement through the Public Behavioral Health System for mental health treatment services.**

Wraparound MD has experience in accessing reimbursement through the Public Mental Health system. We have customized our management software to easily track the information needed to bill (e.g. number of units for each service level, number of face-to-face contacts) and have done so without difficulty or delay. Additionally, Wraparound MD is financially sound and is able to provide services in advance of payment as a fee for service system dictates. Every month, Wraparound MD submits billing reports to Beacon Health Options, the current ASO and receives electronic payments. Consequently, Wraparound MD's current procedures and experience will allow for an easy continuation of the proposed services under this RFP, as well as provide the capacity to transition consumers currently working with other providers without service interruption if needed.

**12. Describe the location of the office where the care coordinator staff and case files will be housed and how it promotes access to families.**

Initially Wraparound Maryland will be utilizing the Salisbury location if awarded this contract. As the program grows, the plan is to acquire a location within the jurisdiction that will be convenient for most families. Until that time, WMD will utilize and create additional partnerships that will be beneficial in sharing space to house private meetings in places the family feels most comfortable. We have become adept at partnering with community agencies to ensure meeting space is available where and when it is needed.

We maintain an electronic health record storing records in a private HIPAA compliant cloud based system. Therefore physical storage is not an issue for our agency.

**13. Include *two* letters of support as attachments that demonstrate strong collaboration efforts of your work within a multi-systemic framework.**

Attached are letters of support from organizations that provide long standing support in the communities we serve. These partnerships are critical in the development of the plan of care and child and family team meetings designed to provide optimal care for youth and families.

**14. Provide a timeline for hiring, recruiting and training of all staff responsible for the services in this RFP.**

**Timeline for Implementation**

ACTIVITY	JAN	FEB	MAR
Hire new staff	X	X	
All staff Orientation Training	X	X	X

Wraparound MD has the capacity to perform the services outlined by this RFP's Scope of Work. Currently, Wraparound MD has staff that provides services in the area, which will make it a seamlessly process upon contract award.

**D. Approach**

**Describe how the applicant would implement the Scope of Service and demonstrate how the approach would fulfill the values of WCLBHA. This section should be as detailed as possible and include an Implementation timeline.**

**Timeline for Implementation**

ACTIVITY	JAN	FEB	MAR	APR	MAY	JUN	JUL
<i>Phase I</i>							
Develop Program policy/procedures	X	X					
Transition of cases	X	X					
Program Staff meet with WCLBHA, all referral sources and stakeholders	X	X	X				
All contracts and agreements finalized	X	X	X				
<i>Phase II</i>							
Referral process fully implemented		X	X	X			
Transitional of program completed		X					
First intake, Case assignments		X	X	X	X	X	X
Ongoing case intakes/assessments/treatment		X	X	X	X	X	X
Weekly team meetings; telephone consultations	X	X	X	X	X	X	X
Monthly consultations with WCLBHA,	X	X	X	X	X	X	X
Clinicians meetings with referral sources	X	X	X	X	X	X	X
<i>Phase III</i>							
Supervisor oversees development and maintenance of all record-keeping, monitoring, evaluation, data collection		X	X	X	X	X	X
Supervisor maintain regular contacts with all stakeholders	X	X	X	X	X	X	X
Clinical supervisor provides weekly clinical supervision of staff	X	X	X	X	X	X	X
Supervisor performs all necessary oversight functions to assure fidelity to model		X	X	X	X	X	X
Submit quarterly programmatic reports to WCLBHA				X			
Year-end evaluation conducted of program; clinicians; client/collateral satisfaction							X

**2. Describe how many total unduplicated youth applicants plans to serve program- wide through care coordination (including a breakout by level of care)**

Wraparound Maryland is proposing to serve 50 unduplicated youth over the next year. Those numbers are an estimate and staffing can increase or decrease based on actual referrals received. We can be very flexible and be ready to immediately serve families once referred to as we have a full complement of staff working very close to this jurisdiction. We have become proficient at flexing staff to meet immediate needs and ensure no family has to wait to be served.

**3. Proposed caseload ratios for each level**

In our history of providing care coordination at each level, we have found success in diversifying a Care Coordinator’s caseload. This is assessed by the Supervisor to ensure the youth and family receives the best quality care. We therefore do not provide limits to caseloads by level but rather by the immediate needs of the families served. Our blended caseload ideally does not exceed 15. Staff with more intense families will have fewer families on their caseload.

**4. Plan for meeting the needs of transitional aged youth**

Wraparound Maryland recognizes the challenges with youth that are within the transitional aged youth category. Throughout our experience we have worked with many youth who are bordering between youth supports and adults supports and know the system does not always allow for a smooth transition. In preparing these youth for their move into adulthood we strive to find the supports both professionally and naturally occurring that can be a constant in their life. The use of natural supports is paramount as they can remain regardless of age or situation. Additionally, supporting the family structure around these youth will allow for a much easier transition.

**5. Plan to handle future increases in demand for services and capacity**

Wraparound MD is a flexible service provider that has evolved under the traditional staffing structures to embrace the demands of modern per diem funding mechanisms. Wraparound MD has historically operated under a per diem structure, and some of our existing contracts are based upon this structure. We understand that per diem funding allows for funders to maximize public spending and track performances. While the per diem funding structure may pose a delay to consumer entry for some entities because they are waiting to be reimbursed for those they serve, this funding structure is not a barrier for Wraparound MD.

First, Wraparound MD is committed to providing immediate services to individuals in need. Throughout our history, we have provided services to individuals in need as their cases are awaiting funding approval, or after funding ends. Our work culture and staffing structure allows for this “cushion” of service, which follows through on our mission to immediately assist those who are in need.

Second, Wraparound MD maintains a scalable staffing structure that adjusts to the consumer population we are serving and can potentially serve. A distinguishing factor between Wraparound MD and traditional entities is that through our contractual employees, we have developed a large pool of past employees who are ready to rejoin Wraparound MD as the need increases. These individuals are vetted workers who are proven and experienced working with the target population of this RFP. While they work on a contractual basis, they are members of the Wraparound MD family: they are treated the same as salaried employees, have worked together for extended periods of time, and mirror the work culture of Wraparound MD. In fact, many of our contractual employees are our longest serving employees. Consequently, we have

worked together through many different grants and contracts and have achieved success in these endeavors, all the while preserving a low staff turnover rate.

Furthermore, these contractual employees, through the very nature of their employment, understand the realities of modern funding structures, and that their employment is based upon the ebb and flow of their consumer population and funding changes that can occur year to year. Under a contractual contract, employees understand that their position is directly tied to the per diem structure of their work. If funding changes occur midyear, our staff are not subjected to the crisis that a traditional staffing structure would likely experience.

As a result, Wraparound MD is prepared to meet the increased demands without having a waitlist and ensuring that potential consumers receive immediate services. We understand the significance of an immediate response to an individual in need of support and services. We embrace the no wait list concept and have practiced under this philosophy for over ten years.

**6. Work plan should accompany the timeline to outlines roles and key milestones in the core implementation areas, to include:**

ACTIVITY	Responsible Party	JAN	FEB	MAR	APR	MAY	JUN	JULY
<i>Phase I</i>								
Notice of grant award received	WCLBHA	X						
Hire new staff	HR		X					
All staff attend Orientation training and ongoing training	HR, CS,		X	X	X	X		
Memorandums of Understanding (MOU) between WCLBHAs executed, delineating roles, sharing of information, grievance procedures and plans of care.	WCLBHA, CEO, DOO	X	X					
Policies/procedures are developed and approved	WCLBHA, CEO, DOO	X	X	X				
Staff meet WCLBHA's contact, all referral sources, stakeholders	WCLBHA, CS		X	X				
Develop project reporting formats and databases	WCLBHA, DOO, CEO		X					
All contracts and agreements are finalized	CEO		X	X				
<i>Phase II</i>								
Referral process fully implemented	CS		X	X				

First intake. Case assignments up to capacity	CS		X	X	X	X	X	X
Ongoing case intakes/assessments/ Treatment planning	CS, CC		X		X	X	X	X
Weekly team meetings; telephone consultations with CSAs	CS, CC		X	X	X	X	X	X
First case termination								
Monthly consultations with WCLBHA	CS		X	X	X	X	X	X
Clinicians meetings with referral sources	CS	X	X	X	X	X	X	X
<i>Phase III</i>								
Supervisor oversees development and maintenance of all record-keeping, monitoring, evaluation, data collection	CS	X	X	X	X	X	X	X
Supervisor maintain regular contacts with all stakeholders	CS	X	X	X	X	X	X	X
Weekly clinical supervision of staff	CS	X	X	X	X	X	X	X
Oversight functions to assure fidelity to the program	CS	X	X	X	X	X	X	X
Submit quarterly programmatic reports to WCLBHA					X			
Year-end evaluation conducted of program; clinicians; client satisfaction	CS							X

Wraparound Maryland recognizes if a family does not become engaged in the process, we will be unable to help them realize their vision. They have to be willing partners in the process to effect change and have a chance for lasting improvements. Wraparound Maryland's approach to engagement is to place the responsibility of encouraging families to fully participate in the process and instilling a sense of hope on our staff and organizational efforts. We believe it is our responsibility to work with a family in a way that engenders trust and motivates families to achieve their goals. Family engagement begins with our first contact, occurring within the first 72 hours of referral. We encourage family members to engage as partners in every aspect of our process, ensuring families have the access, voice, and ownership. Additionally, Wraparound Maryland facilitates CFTs with involved agencies and supports to openly discuss strengths, needs, and goals, of the family and the youth. Operating as a team, or partnership, ensures the family has ownership over the Plan of Care and the ultimate direction and goals of their family.

As a result, Wraparound Maryland's immediate and continued family engagement strives to ensure families recognize that their strength and resilience will continue to exist after program

term, throughout the lifetime of the youth. Additionally, Wraparound Maryland incorporates the following practices to provide support and encourage continued engagement:

- Relentless and varied staff efforts, including the use of technologies, are employed to maintain continuous contact with family and team members. Our tenacity is evident by the successful engagement of otherwise hard to reach families.
- Additionally, we train staff to continuously improve their skills associated with successful engagement and provide a sense of hope.
- We utilize non-traditional strategies when needed, as that may be what assists an individual or family to become comfortable and allow us into their lives.
- We promote the service delivery model as purposeful with attainable goals.
- We create office spaces that are welcoming and safe environments, available and accessible at times that work best for the individual and team.
- We meet families where they are most comfortable.

Additionally, we provide the foundation for our families to be the nuclei to their own plans and services. We approach service delivery as a collaboration with individuals, and their families; as partners in development. This partnership fosters an atmosphere of safety and inclusion, where participants know their voices have power and can shape their own future, thereby allowing for the strongest variables for success. As a result of this ownership of their POC, these individuals have a greater chance of sustainable success and desire to remain engaged in the process. Secondly, Wraparound Maryland recognizes the power of family-driven services and providing services in the consumer's community, at times and locations convenient to the family.

Delivering services in the community allows for easy access for the individual and family, bridging the gap that transportation can create, disrupting consistent treatment. Working with those at this level of need in the community allows the worker to appreciate the dynamic environment of each family. It is this perspective that provides Care Coordinators with and appreciation of the support and struggles unique to the family. And those shared experiences provide Care Coordinators with the ability to see first-hand strengths the family may not have seen in themselves. We know successful outcomes are more readily achieved when the service is inclusive of the entire family. These extra attempts at realizing the strengths and resiliency of our families helps the family feel safe and heard even at a time of need and further helps the family want to engage in the supports and services we have to offer. And lastly we ensure we employ staff that mirrors the community and our families. Wraparound Maryland ensures that our organization is culturally competent to maximize the true potential of tailored and individualized services.

All of the above strategies are designed to ensure services are family centered and increase our chances of engagement from the first meeting.

**7. Describe how you will keep track of the required timeframes for assignment of Care Coordinators Plan of Care.**

Wraparound Maryland utilizes a management information system that has been customized for our specific needs. We have created reports and alerts to ensure we meet the required timeframes. These alerts remind staff of those required items and are placed on their dashboard when entering the system. Additionally these alerts notify the specific supervisor of approaching timeframes.

**8. Describe how the organization will handle communication with families and individuals of approvals or denials for services.**

Wraparound Maryland intends to serve all youth referred and eligible for our program. We believe immediate access to needed and appropriate mental health services is a defining factor for a youth to succeed. Consequently, Wraparound Maryland has restructured to be a fluid, scalable organization that can immediately meet the demand resulting from a high influx of referrals. Not only are we currently serving the population defined in this RFP, but we have a network of qualified professionals and a training system that allows staff to be incorporated quickly. If an individual is referred and does not meet the criteria for enrollment Wraparound Maryland will notify the family and the referring agency. We will provide resources that may be available to the family and ensure they have then means to contact those resources. We will also provide additional resources to families who decline our services and ensure they have access to readily available services. Wraparound MD will document all efforts identifying why services were declined to track trends to determine future eligibility criteria if warranted. We will also ensure they have our contact information for future contact and/or interest in our program.

**9. Describe how you will manage enrollment processes for Level 3 and 1915(i) youth, accounting for the additional Certificate of need documentation and financial eligibility screening. Please indicate how your organization anticipates serving a family denied the highest level of intensity of care coordination (Level 3/1915(i)), as well as what other services may be available in the local community.**

Wraparound Maryland has a streamlined process for enrolling youth in the Level 3 and 1915i eligible youth. The Clinical Director takes the lead in educating Care Coordinators in the process of screening the youth for appropriateness. There are also supervisors appointed to work closely with Care Coordinators per the ratio detailed in COMAR. The Clinical Director participates in regular meetings and communication with leadership at MENTOR Maryland, the agency that provides intensive in home services for youth receiving 1915i services. There is good communication with Beacon Health Options, the current ASO to screen youth for the appropriate level of care. The agency will work with the Local Behavioral Health Authority to screen the youth as well prior to sending to the ASO for review.

When a youth is denied the highest level of intensity of care coordination at Level 3 or 1915i, Wraparound Maryland continues to assess the youth in tandem with the child and family team. Care Coordinators work diligently to be creative in meeting the needs of youth and families while addressing their complex presentation. We work well with numerous partners and create opportunities in the community for families to receive services and to create resources to bolster a families resiliency and skills.

**10. Describe your plan for marketing and communicating the care coordination any of services to local partners and families.**

The marketing plan will continuously measure performances to maximize outreach opportunities, maintain a high rate of referrals, and track priority populations. Wraparound MD is committed to measuring our performance to ensure that we are delivering the best services

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possible and identifying service needs. This commitment extends to our marketing plan and the Care Coordinator position. Wraparound MD shall hold itself accountable to the following performance measures:

- Number of New Community Partnerships per month;
- Number of New Referrals;
- Number of Referrals; and
- New Referrals Engaged and Authorized for Service.

In conclusion, Wraparound MD is prepared to continue to build our community connections, as well as continuing our model of connecting to individuals in nontraditional ways and places to allow the greatest number of individuals in need of support to get help needed.

#### **11. Describe how you will enhance your current relationships, etc...**

Wraparound Maryland has a history of providing services in Worcester County and has maintained partnerships with many community agencies within the jurisdiction. Additionally, we have been very successful at building alliances with those we don't know by continually being present to share information, become part of work groups, assist with community activities and by requesting invites whenever possible to become a valuable part of the community. Wraparound caseworkers are knowledgeable of community resources and shall refer the youth and their families as appropriate. The agency's case management system includes close and constant interaction with everyone involved, i.e., referring sources, teachers, judicial system personnel, child welfare personnel, physicians, etc. Staff are trained to examine all life domains and address these when developing the POC, e.g., vocational and job development programs, peer recovery groups such as AA, NA, SA, ACOA, ALANON and ALATEEN.

#### **12. Describe how you will incorporate families and community members into ongoing resources/services/ strength identification and evaluation process.**

Wraparound Maryland's approach to engagement is to place the responsibility of encouraging families to fully participate in the process and instilling a sense of hope on our staff and organizational efforts. We believe it is our responsibility to work with a family in a way that engenders trust and motivates families to achieve their goals. Family engagement begins with our first contact, occurring within the first 72 hours of referral. We encourage family members to engage as partners in every aspect of our process, ensuring families have the access, voice, and ownership. Additionally, Wraparound Maryland facilitates CFTs with involved agencies and supports to openly discuss strengths, needs, and goals, of the family and the youth. Operating as a team, or partnership, ensures the family has ownership over the Plan of Care and the ultimate direction and goals of their family. As a result, Wraparound Maryland's immediate and continued family engagement strives to ensure families recognize that their strength and resilience will continue to exist after program term, throughout the lifetime of the youth.

#### **13. Describe how you will identify and engage informal and natural supports for each family**

Wraparound Maryland understands the benefits of utilizing each participant's individual strengths to link them to services and supports that will work for them and help them gain accomplishments, hope, empowerment, and connections with their family and community. Through our history serving individuals who have mental health needs, we have become skilled at unearthing consumers' strengths. Using these discovered strengths we are able to connect consumers with tailored services and programs in their communities to create significant opportunities for growth.

Wraparound MD's network of community-based resources has been developed through our experience building relationships with disenfranchised individuals, and this experience in turn allows Wraparound MD to build trust from difficult circumstances. This trust is a direct result of our work culture to meet the needs of our consumers, no matter how difficult it may seem, or become; to find the unique solution that can finally bring success. We tightly hold onto the belief that nothing is impossible or too far out of reach if we work diligently and in partnership with the program participants. Even if the consumer has reached their end with other providers, there is never an end with our commitment, and we will work at full capacity to find those unique connections that could make the difference for a consumer

**14. Describe how you will ensure that continual assessment of child and family**

The Plans of Care are regularly updated on a flexible basis through planned and unplanned care planning meetings. The care plan is first created after the initial assessment, and is scheduled to be reviewed after each reassessment (every six months) and determine whether the plan is tracking towards the success of the individual and to determine if services should be added or removed from the plan. Care planning meetings are scheduled with the participant, and if the participant consents, with individuals who can help lead to the success of the participant (the Team). Additionally, these meetings are initiated on an unscheduled basis if a crisis occurs and new services need to be added to preserve the level of care. Consequently, by having care planning meetings scheduled, yet remaining flexible for crisis or ad hoc adjustments, Wraparound MD ensures that the avenue to consumer's success is always provided, and barriers that may appear are addressed and removed as soon as possible.

Throughout the consumer's program term, Wraparound MD's Community Support Specialists (CS Specialists) monitor the services provided and ensure that the consumers and serving entities are performing according to the care plan and are planning for the participant's discharge and transitional care. We believe that true discharge and transition planning should begin at the outset of program service, and tied directly to the Plan of Care. CS Specialists engage in face-to-face meetings with the program consumer at a frequency determined by the circumstances of the consumer.

**15. Describe your policies and procedures for handling critical incidents.**

Wraparound Maryland understands the urgency and need for immediate intervention when youth are eligible for services under the Mental Health Case Management Program, especially Level III. These youth and families generally require additional guidance and strategies that ensure safety for the youth, family, and community during this community placement. Families referred for Care Coordination services generally require additional guidance and strategies that ensure safety for the youth, family, and community during this community placement. Our Care Coordinators are skilled in helping the family identify triggers that can lead to a crisis, the behaviors that may escalate the severity of the situation, and interventions that can be used at different stages of the potential escalation to limit the severity of the situation. Consequently, Wraparound Maryland has developed a crisis plan procedure to ensure that families immediately receive needed services and that their standing in the community is not jeopardized.

**16. Describe your plan to ensure that qualified staff is available 24 hours per day, 7 days per week, etc..**

Wraparound Maryland has the ability to provide 24-hour, seven days a week crisis intervention services to youth and their families. Wraparound Maryland's staff is skilled in de-escalating crisis and in working with youth and their families to develop coping and problem-

solving skills. During the initial contact with new clients, staff assists clients to compose a Crisis Plan with a list of all relevant contacts. The Crisis Plan, considered an Advance Directive, delineates who should be contacted based upon the nature of the crisis and includes the successful strategies the youth and/or family have used in the past.

The staff initially responds to crisis calls by phone, but are available to make home visits when warranted. All staff are required to carry cell phones with the voice mail function. The staff has the ability to intervene quickly often averts escalating conflicts and can frequently turn a potentially destructive situation into an opportunity to change the longstanding dysfunction patterns with which a youth and family have attempted to cope. Additionally, the calls are managed by the program supervisor. This on-call number is provided to all individuals enrolled in the program.

Wraparound Maryland will report incidents pertaining to program and/or youth to the Contract Monitor/designee in the form and format approved in keeping with the policy and procedures established by the contracting agency

**17. Provide examples of how you intend to involve families, youth, and agency stakeholders in the policymaking and operations.**

It is extremely important that our agency has input from families, youth, and agency stakeholders to increase the quality of our programs. Advisory Committees will be the venue to have these essential elements to assist in guiding our operations, growth, and policies and procedures. We seek to enhance our programs and this is one proven way that we can continue accountability to our partners and individuals we serve. Care Coordinators and Administrators will continue to be active participants by serving on committees in the community that are led by Local Care Teams, Multi-disciplinary Teams, Behavioral Health Advisory Teams, and Agency Advisory Committees. Additionally, Wraparound Maryland has a Board of Directors that meet regularly.

**18. Provide details on behavioral health services provided by your organization, etc**

Wraparound Maryland currently provides MHCM for adults, as well as youth and their families under this contract in Baltimore City. We also have developed working relationships with child-serving agencies across the state including Department of Juvenile Services (DJS), Department of Human Resources (DHR), local Departments of Social Services (LDSS), Core Service Agencies (CSAs), Local Management Boards (LMBs), and local School Systems (LSS), as well as many professional and natural community agencies and have successfully built a continuing provider network.

**Data Collection and Record-Keeping**

**1. Describe your format for record-keeping (paper and/or electronic) and how you will keep Case Record Files up-to-date, accounting for timelines required for Plans of Care, crisis plans, etc. Describe your internal review process for quality control of records.**

Wraparound Maryland maintains case record documents and tools in a modern, web-based software program called SharedVillage.com. This program allows for cloud storage of blank forms, immediate access to all on-going assessments (including CANS data), progress notes, demographic information, and plans of care so the case record can be easily maintained and monitored by all staff. Reviews are conducted quarterly to ensure compliance to the protection of medication records.

**2. Describe how you will keep Case Record Files and other data entry confidential.**

Wraparound Maryland treasures the confidentiality of our families and understands confidentiality promotes open and full discourse with our families. We ensure confidentiality is preserved by using the web-based data management software SharedVillage.com. This system is maintained on HIPAA compliant servers, which is the highest level of security offered. Any document that is an original signature we maintain in a locked file cabinet at our office. Each staff person has in his/her possession a combination locked storage clipboard to store case record files or confidential documents when mobile in the community.

**3. Describe how the case information will be entered into your organization's electronic health record in a timely manner.**

Wraparound Maryland has current procedures in place to ensure program information is always current and reports are readily generated. Our use of the web-based software SharedVillage.com, allows for information to be updated at any location, including "in the field." As a result, data and case files are updated contemporaneously while work is being performed, resulting in clean and fresh data. Furthermore, we have created customized alerts in SharedVillage.com to appear when deadlines are approaching or when required information is missing. We also conduct weekly supervision and periodic trainings to ensure staff understand the importance of documentation and to address any concerns in a timely manner. We will meet all report requirements and can build additional tools to immediately respond to new requirements.

**4. Describe how you will collect and maintain information so that you can respond to reporting requirements**

Wraparound Maryland conducts periodic reviews of randomly selected files as part of our internal Quality Assurance procedures to steer work towards meeting program and agency outcomes, supervision, billing, and reporting. These findings are reviewed by supervisors and any issues are quickly resolved. As a result, Wraparound Maryland has an omnipresent preview on all data within the system and ensures all data is up-to-date and ready for immediate reporting.

**5. Describe protocols and policies in place to protect confidentiality and client information and records as per the Health Insurance Portability and Accountability Act.**

Wraparound Maryland has maintained policies and procedures to protect confidentiality pursuant to all codes and regulations. All closed case paper files are stored in our administrative office for seven years after completion of service under the double lock requirement. Wraparound Maryland uses the web-software SharedVillage.com, which is a HIPAA certified data management server. Any additional information needing to be in a paper file will be maintained in our administrative office under the same procedure as the closed files.

Furthermore, all families are presented with HIPAA Notice of Privacy Practices, which explains the uses and disclosures of Protected Health Information upon written consent. All confidentiality issues are reviewed with each family on a periodic basis. Additionally, staff attends ongoing HIPAA training. In the event there is a request for information, the CSS and supervisor determines if the request is appropriate by determining if a consent for release of information is in the record or if there a legal requirement to disclose (e.g. during an open CPS investigation), and who is requesting the information and for what purpose. In the event the request for information is not created by Wraparound Maryland, the requestor is referred back to the originator of the information. Information requests will not inhibit the wraparound process

and we will work with whomever to make sure that information is shared appropriately, considerately, and legally. Requests for full charts or summaries are approved by the Executive Director. Wraparound Maryland's policies reflect the need for privacy and confidentiality under all applicable regulations.

## **Evaluation and Continuous Quality Improvement**

**1. Provide your organization's Quality Assurance Plan. *See attachment***

**2. Describe how you will design your service delivery to ensure achievement of the identified program performance measures.**

Wraparound Maryland develops its program practices with the foresight to satisfy identified program performance measures and be held accountable to those results. First, Wraparound Maryland's organization is dedicated to providing high fidelity wraparound service delivery. The values and principles of system of care and wraparound are found in our trainings, orientations, supervision structures, CQI processes, clinical reviews, reports, tools, and highly experienced management team. Furthermore, we recognize true performance measures equate to successful outcomes for youth and their families. We have created reports and alerts through our MIS that informs our delivery of specified time frames including CFT's, POC development, face to face contacts, collaboration, referrals to supports and paperwork completion.

**3. Describe how you will use the data collected for reporting and evaluation purposes to maintain and strengthen your service's success in impacting families and meeting the program performance measures. Describe the processes your organization intends to employ to assure that behavioral health service delivery is monitored and leads to continuous quality improvement efforts.**

Wraparound Maryland utilizes data to guide supervision and needed changes to policy implementation. We have created a number of customized reports in SharedVillage.com to monitor all aspects of our service delivery. We have found having customized reports accurately show data in real-time can assist in a team's success. Each program participant's records are compiled into standard reports that are reviewed on a routine basis to show the last Child and Family Team (CFT) meeting conducted, the number of team members that attended each CFT and whether there are natural supports, critical incidents, medications, diagnoses, hospitalizations, on-call notifications, and number of visits. These data reports are used to identify potential gaps in service and overall effectiveness of the program.

### **E. Budget and Budget Narrative**

See attachment

### **F. Staffing Plan**

**a. Provide an organizational chart and staffing plan for the proposed position(s) as an attachment. *See attachment for organizational chart and staff plan***

**b. Indicate your plan for recruitment, retention, and supervision of staff to assure implementation of mental health services as described in this RFP. In addition, explain how your organization would handle any staff vacancies, should they occur. Indicate any**

**relevant trainings and/or skills staff possesses to maximize outcomes and implementation of the Scope of Service outlined in this RFP.**

Wraparound Maryland has proudly maintained a high staff retention rate over the years. We have established a work culture that is centered on the people we serve and supporting the staff to help these individuals in every way possible. We believe that the best front-line staff has work traits that result in true commitment to the served families. Consequently, these staff members are satisfied in the workplace because we provide them with a full range of support. Front-line staff is encouraged to be creative and explore new ideas and interventions to maximize the family's experiences to the highest extent. Every individual's circumstance is different, so this creativity allows for the staff themselves to become fully engaged, thereby experiencing a greater sense of purpose in the workplace. Wraparound Maryland easily achieves long-term employment with staff because they know that their skills and experience are valued.

In addition to being valued, Wraparound Maryland retention rates are high because staff is fully supported. We have utilized the same principles that we use in supporting our families in supporting our staff. Policies and procedures are developed as a team between administration and staff, so that work pressures are addressed and service gaps filled. Procedures are implemented with transparency so that the staff understand the purpose of new policies and feel invested in the rules instead of feeling burdened. Also, when hiring new staff, we immediately discuss our work culture, policies, and procedures during interviews, so that potential staff voluntarily enter our work culture and are brought into our processes when they join, further reducing the possibility of staff turnovers.

Wraparound Maryland values consistency and predictability for our families. Fluctuations in assigned staff directly affect a consumer's progress during the new staff acclimation period with the case specificities. More importantly however, the trust and faith that is built over time with one care coordinator is easily interrupted with just one staffing change. As a result, Wraparound Maryland has been effective as an organization in maintaining a high retention rate amongst all staff, especially with Care Coordinators, thereby providing consistency and a continuum in the consumer's experiences.

When Wraparound Maryland has a need to replace staff we work very quickly at identifying those individuals who will fulfill our mission and work to provide the best support to their families with respect and encompassing the Wraparound and System of Care philosophies. We have become very skilled at our interviewing process allowing potential candidates to illustrate the skills required for job success prior to joining our team. Because of our thoroughness we rarely employ staff that will not achieve long term success within our organization.

Wraparound Maryland recognizes that training and supervision are ongoing activities that strengthen agencies and corresponding services. We incorporate multi level efforts of support for staff, at all levels of expertise and experience. Our orientation process highlights and reinforces our agency's mission and values. Over time we have modified and updated our orientation process to what has become a comprehensive evolution of skill development and efficiency of practice. Included in our orientation is the quality assurance plan, skill development of all stages of the wraparound service delivery model, documentation requirements, reporting guidelines, certification requirements etc. Supervisors must sign off on each component of the orientation plan after staff has demonstrated their mastery of that section.

To provide ongoing learning opportunities, the Clinical Supervisor and the Care Coordinators, with oversight from the Executive Director, work together as a team to support families and youth. Currently, we schedule weekly group and individual supervision, and believe that this level of supervision is necessary to ensure adherence to high fidelity services. Wraparound Maryland has

a training policy that has evolved over time to reflect strengths as well as areas in need of improvement.

Just as we support families in a strength based way, staff will also be supported and supervised with emphasis on developing their strengths and using their strengths to address challenges within the process. Staff will be supported in the wraparound process model, engagement strategies, and knowledge attainment around mental health including medication and diagnoses, and led through facilitated discussion of the team process to address barriers or challenges encountered. The management team will model through supervision techniques how families should be engaged and how the process can be used to address challenges. When supporting wraparound fidelity, supervision may take on a slightly different focus as compared to program's typical supervision process. Wraparound principles, values, and phases should guide supervision issues/topics. For example, traditional service delivery programs often use the chart review process and subsequent feedback as an audit tool, often related to funders' requirements. These chart reviews focus more on requirements such as ensuring that documents are placed in the chart within a certain timeframe and have the appropriate signatures. Wraparound supervision incorporates this traditional modality, as it is important that all events, tasks, and efforts are documented appropriately and timely. In addition supervision focuses on program theory (e.g., services and strategies that reflect the program's vision, mission, and values).

Wraparound Maryland has become very adept at assessing the needs of the agency, Care Coordinators, supervision, and process. We have developed standardized supervision tools such as the supervision wheel, the needs egg, the timeline, and supervision log.

Based on experience, Wraparound Maryland has become adept at providing supervision in the field with Care Coordinators and Care Coordinator Supervisors. Moving forward, we anticipate that supervision will encompass a combination of technology and traditional face-to-face supervision. Supervision will incorporate a combination of discussion, shadowing, training within the agency as well as cross training with providers.

Wraparound Maryland utilizes the required trainings provided through the University of Maryland that incorporates the work of a Care Coordinator. Additionally, we use the Relias Learning modules to complete training required by the CARF accreditation process.

Examples of trainings In 1<sup>st</sup> 30 days of employment complete: Early Childhood & Adolescent Development, Working with Transition Age Youth, Understanding School Language, Mental Health 101, An Introduction to Adolescent Substance Use, Best Practices in Transitions, Professional Conduct: Ethics, Confidentiality, & Cultural Competence, Core Principles/Values and Maryland State Requirements.

In 1<sup>st</sup> 90 days of employment complete: Orienting Families to Care Coordination & the Initial Family Needs Assessment, Developing an Effective Plan of Care, Building an Effective Youth & Family team, Facilitating Constructive Youth & Family Team Meetings

In 1<sup>st</sup> 180 days of employment complete: Implementing, Monitoring, & Adapting the Plan of Care, Maintaining a Strengths-Based & Motivational Stance with Clients, Building & Maintaining Strong Partnerships with Community Resources, Promoting a Successful Family Transition out of YCC: Sustaining Changes, Addressing Youth Care Coordination Challenge

**c. Describe the staffing pattern you will use to deliver the proposed services which will ensure the required availability to families during traditional and non-- traditional hours.**

Wraparound Maryland employs front line staff with years of experience, training and diverse backgrounds who are dedicated to the delivery of a highly specialized treatment methodology. The staff are human service professionals varying in educational backgrounds from a four-year degree in social work, psychology, or counseling and up to four years' experience to Masters

level counselors and social workers. Staff receives a minimum of one-hour supervision weekly. Our training is on-going and incorporates weekly peer supervision. Our Care Coordinators act as a collaborative team where the skills, strengths and experiences are pooled together to staff cases and enhance intervention techniques thereby ensuring the highest quality of service delivery for children and families.

All staff will be readily accessible within the Worcester area. It is the intent for this agency to open a site in Worcester County contingent upon the award of this proposal. Wraparound Maryland intends to employ three full time Care Coordinators solely dedicated to this program. The staff will maintain a caseload ratio of 1:15, with the understanding there is room for increased referrals and additional staff if warranted. The Director of Operations will oversee all the operational and administrative contract compliance obligations. A .30 administrative staff will assist with the financial, recruiting/training and administrative requirements of the data system. The LCSW-C will provide the overall clinical supervision

Wraparound Maryland understands supporting families and youth does not occur during traditional business hours. Consequently, Wraparound Maryland operates under a fluid and flexible scheduling system, allowing staff to schedule their work day depending on the needs of their families. Additionally, our staff members work as a team, and they substitute for each other at a moment's notice so there is never a break in service delivery. As a result, our families and youth are able to access the services as needed, on an immediate basis, and the barriers of traditional and nontraditional business hours are eliminated.

**d. Describe recruitment, retention and supervision practices that your agency plans to employ to retain and supplies licensed mental health professionals.**

Wraparound Maryland shall ensure the goals and objectives outlined in this Scope of Work are met through management organizational structure. Our front-line staff members are highly skilled individuals with manageable caseload as a Care Coordinator. These staff members are supported by the clinical supervisor and by the CEO. As the program grows to more youth and families our structure will be organized under a supervisor with a supervision ratio of no more than 3 Care Coordinators to each supervisor. This organizational structure allows staff to provide individual attention to their assigned youth while receiving support throughout the entire organization from peers and administration. As a result, Wraparound Maryland's organization is structured to fulfill the goals and objectives of this RFP.

**e. Describe organizational management (i.e., staff supervision and accountability, and how this approach will ensure the project's goals and objectives are met), including the flexibility to dedicate staff to these efforts during the period of the contract.**

Wraparound MD has also become proficient at providing supervision in the field, incorporating a combination of technology and traditional face to face individual and group supervision, utilizing a combination of discussion, shadowing, training within the agency as well as cross training with providers. This flexible and modern supervisory structure allows for virtual face to face meetings between supervisors and Case Managers to address complex issues as they occur, and prevent crisis and disruption of service. As a result, Wraparound MD staff are adequately and appropriately supervised, even when working outside of the office.

**f. Provide the names and titles of the key management personnel directly involved with supervising the services rendered under the contract.**

- Kimberly Cooke: Chief Executive Officer
- Cynthia Roberson: Director of Operations



- Jerilisha Jones: Clinical Supervisor

**g. Describe administrative services and oversight; include how administrative oversight would be provided and how the approach would be responsive to and supportive of the goals and objectives of the project.**

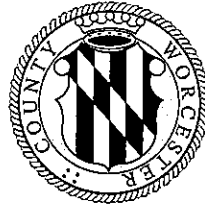
The Director of Operations will oversee all the operational and administrative contract compliance obligations. Procedures will ensure that monitoring and auditing practices are being conducted on an ongoing basis in critical areas of the organization's operation to maintain compliance with all laws and guidelines governing the organization. Internal self-audits will include, but not be limited to, fiscal services, qualitative and quantitative service and record reviews, marketing, contractual services, health and safety practices, use of agency resources, and confidentiality.

### **G. Supporting Documents**

#### **Appendices:**

- a. State approval letter
- b. Agency organizational chart.
- c. Program organizational chart.
- d. Two letters of support that demonstrate strong collaboration efforts with youth and family service programs, entities, agencies, etc.
- e. Office of Health Care Quality Site Visit Report and applicable Statement of Deficiencies
- f. Certificate of Good Standing status with the Maryland State Department of Assessments and Taxation
- g. Most recent Financial Audit and Management Letter (if applicable)
- h. Quality Assurance Plan
- i. Staffing Plan
- j. Staff Licenses and Resume
- k. Financial Budget and Narrative

TEL: 410-632-1194  
FAX: 410-632-3131  
E-MAIL: admin@co.worcester.md.us  
WEB: www.co.worcester.md.us



OFFICE OF THE  
COUNTY COMMISSIONERS

HAROLD L. HIGGINS, CPA  
CHIEF ADMINISTRATIVE OFFICER  
MAUREEN F.L. HOWARTH  
COUNTY ATTORNEY

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MADISON J. BUNTING, JR.  
JAMES C. CHURCH  
THEODORE J. ELDER  
JOSHUA C. NORDSTROM

## Worcester County

GOVERNMENT CENTER  
ONE WEST MARKET STREET • ROOM 1103

SNOW HILL, MARYLAND

21863-1195

November 6, 2019



TO: *The Daily Times Group and Ocean City Today Group*  
FROM: Kelly Shannahan, Assistant Chief Administrative Officer *KL*

Please print the attached Notice to Bidders in *The Daily Times/Worcester County Times/Ocean Pines Independent and Ocean City Digest/Ocean City Today* on November 14, 2019. Thanks.

### REQUEST FOR PROPOSALS Mental Health Case Management Program for Worcester County Local Behavioral Health Authority

The Worcester County Commissioners are currently seeking proposals from qualified providers able to develop and implement a Mental Health Case Management Program to assist youth in gaining access to needed medical, mental health, social, educational and other services. Further information and instructions to bidders are provided in the Request for Proposals (RFP) package which may be picked up from the Office of the County Commissioners, Worcester County Government Center, One West Market Street - Room 1103, Snow Hill, Maryland 21863, obtained online under the "Bids" drop-down menu in the lower right hand side of the home page at [www.co.worcester.md.us](http://www.co.worcester.md.us) or by calling the Commissioners' Office at 410-632-1194 to request a package by mail. Interested Bidders are encouraged to attend a **Pre-Proposal Conference on Wednesday, November 20, 2019 at 1:00 pm** to be held at the Health Department Office in Snow Hill, 6040 Public Landing Road, Snow Hill, MD 21863. **Sealed proposals will be accepted until 1:00 PM, Monday, December 9, 2019** in the Office of the County Commissioners, Room 1103 - Worcester County Government Center, One West Market Street, Snow Hill, Maryland 21863, at which time they will be opened and publicly read aloud. Envelopes shall be marked "**Proposal for Mental Health Case Management Program**" in the lower left-hand corner. After opening, proposals will be reviewed by an evaluation committee and a recommendation of award will be made to the County Commissioners at a future meeting. In awarding the proposal, the Commissioners reserve the right to reject any and all proposals, waive formalities, informalities and technicalities therein, and to take whatever proposal they determine to be in the best interest of the County considering lowest or best proposal, quality of goods and work, time of delivery or completion, responsibility of consultants being considered, previous experience of consultants with County contracts, or any other factors they deem appropriate. All inquiries shall be directed to Jessica Sexauer, Director of Local Behavioral Health Authority, at 410-632-3366.

JKEY  
11/6/19

## Care Coordination Organization Providers

### **Children's Choice**

Attention: Leslie Allen  
1813 Sweet Bay Drive, Suite 1A  
Salisbury, MD 21801

### **Community Behavioral Health**

2013 Northwood Drive, Suite 1  
Salisbury, MD 21801

### **Eastern Shore Psychological Services**

1113 Healthway Drive  
Salisbury, MD 21804

### **Go-Getters, Inc.**

Attention: Dimitrios Cavathas  
7033 Worcester Highway  
Newark, MD 21841

### **Maple Shade Youth and Family Services**

23704 Ocean Gateway  
Mardela Springs, MD 21837

### **Worcester County Health Department**

Attention: Sandy Kerrigan  
6040 Public Landing Road  
Snow Hill, MD 21863

### **Worcester Youth and Family Counseling Services**

ATTN: Steve Taylor  
124 N. Main Street, Suite C  
Berlin, MD 21811

### **Lighthouse Counseling**

ATTN: Dr. Duffy  
1504 Market Street  
Pocomoke, MD 21851

### **Seaside Counseling and Wellness Center**

Grays Corner Professional Center  
10776 Grays Corner Rd. Unit #2  
Berlin, MD 21811

### **Youth Care Center**

ATTN: Shawn Johnson  
3917 Market St.  
Snow Hill, MD 21863

### **Wraparound Maryland, Inc**

ATTN: Kim Cook  
314 Civic Avenue  
Salisbury, MD 21804  
Email: [info@wraparoundmd.com](mailto:info@wraparoundmd.com)



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Snow Hill (Main Office)  
410-632-1100  
Fax 410-632-0906

# Worcester County

HEALTH DEPARTMENT

P.O. Box 249 • Snow Hill, Maryland 21863-0249  
www.worcesterhealth.org

Rebecca L. Jones, RN, BSN, MSN  
Health Officer

## Memorandum

Date: December 17, 2019

To: Harold Higgins, Chief Administrative Officer  
 CC: Kelly Shannahan, Assistant Chief Administrative Officer  
 Office of the County Commissioners

From: Rebecca Jones, Health Officer *HR*  
 CC: Heather Barton, Director of Administrative Services *HB*  
 Jodi Conway, Administrative Officer *JC*  
 Worcester County Health Department

Re: Worcester County Health Department –Flooring for the WACS Center

The Worcester Addictions Cooperative Center (WACS) is a collaboration with the Atlantic Club to support the residents of Worcester County with substance abuse disorders.

The Health Department is requesting the Commissioners approve the enclosed contract with Royal Plus, Inc. to replace the flooring at the WACS Center located at 11827 Ocean Gateway, Ocean City, MD 21842. The current flooring has been in place more than 10 years and is in great need of replacement. The contract has been reviewed and approved by Maureen Howarth, County Attorney for legal sufficiency.

The cost will be paid out of other health department funds.

Page

- 2 - Royal Plus, Inc. \$30,040.10
- 4 - Value Carpet One \$30,202.00
- 5 - Sea Floor \$49,975.00

Thank you for your consideration.



FLOORING CONTRACT & WORK AUTHORIZATION (MD)

Owner Information

Tenant Worcester County Health Dept.
Billing Address 6040 Public Landing Road PO Box 249
City/St/Zip Snow Hill, MD 21863
Phone 410-632-1100
Email
Employer
Work Phone
Work Email

Job Information

Job Address WACS Center 11827 Ocean Gateway
City/St/Zip Ocean City, MD 21842
On-site Contact(s) Jodi Conway
Contact Phone 410-213-0202
Contact Cell nicole.moore4@maryland.gov 443-915-3146
Contact Email jodi.conway@maryland.gov

AUTHORIZATION: Tenant hereby hires and authorizes Royal Plus, Inc., MHIC # 35280, to perform services as specified in the attached Estimate, which totals \$30,040.10 Job # M-37411-FLR, covers the scope of work and cost of same, and is hereby incorporated as "the work" into this contract.

PAYMENT: Tenant hereby agrees to pay to Royal Plus, Inc. for services as follows, upon receipt of Royal Plus, Inc. invoices and in accordance with the attached Estimate entitled Purchase Order #21710 & 21711, The total sum of \$30,040.10 to be paid in 2 consecutive installments as follows:

- \$ 11,351.94 for materials at signing of contract as revised on 12/4/19
\$ None at
\$ None at
\$ 18,688.16 at completion of contracted work

APPROXIMATE BEGINNING & SUBSTANTIAL COMPLETION DATES

Approximate Beginning Date: January 6, 2020
Approximate Substantial Completion Date: January 20, 2020

Royal Plus, Inc. shall not be liable for delays due to unforeseeable causes beyond its control of and without its fault or negligence, including but not limited to acts of God or the public enemy or the homeowner, fires, floods, strikes, freight embargoes, or unusually severe weather.

METHOD OF PAYMENT: Tenant shall make all payments by cash, credit card, check, money order, certified funds, or wire transfer.

EXCLUSIONS: Tenant understands and agrees that this contract does not apply to any 1) code upgrades that maybe required by governmental authorities, 2) additional flooring prep necessary to address latent defects unforeseen at time of contract, 3) supplements for additional work required under any applicable insurance scope of work, 4) additional work, outside any applicable insurance scope of work, desired by the Tenant. Those matters, if any, shall be handled under separate contract or change order.

TENANT RESPONSIBILITIES: Tenant shall be responsible for disconnecting, moving, storing and/or reconnecting all electronic equipment and breakable items in the work area before, during, and after performance of work under this Contract. Royal Plus Inc. shall otherwise remove, store (on-site), and re-set all furniture items in the work area.

DEFAULT: In the event Tenant defaults on its payment obligations under this contract, Parties initial below indicate consent to strike throughs attorneys fees, interest, and other costs incurred by Royal Plus, Inc. in the collection of said unpaid amounts, whether a suit is filed or not, with interest to accrue at 1.5% per month (18% APR) on the unpaid balance after default until the Tenant same is fully

collected and paid. Default shall occur ~~30~~ days after Royal Plus, Inc. sends Tenant an invoice that goes unpaid. Tenant fully understands and agrees that time is of the essence relative to its obligation to make specific payments under this contract. RPI

MHIC NOTICE: Each contractor and subcontractor involved in the work under this Contract must be licensed by the Maryland Home Improvement Commission (MHIC), and anyone may ask the MHIC about a contractor or subcontractor. The telephone number of the MHIC is 410-230-6309 (in MD) and 1-888-218-5925 (outside of MD). Further, formal mediation of disputes between homeowners and contractors is available through the MHIC. Finally, the MHIC administers the Guaranty Fund, which may compensate homeowners for certain actual losses caused by acts or omissions of licensed contractors, and a homeowner may request that a contractor purchase a performance bond for additional protection against losses not covered by the Guaranty Fund.

WARRANTY: Royal Plus, Inc. agrees that all materials used on this project are guaranteed to be as specified in the attached Estimate and that all work under the control of Royal Plus, Inc. shall be performed in accordance with the specifications in the attached Estimate. Further Royal Plus, Inc. guarantees that the work specified in the attached Estimate will be completed in a substantially workmanlike manner. Finally, Royal Plus, Inc. guarantees all work performed under this contract for a period of 3 years from the date of completion of the project contemplated by this contract. All materials shall be guaranteed under the applicable manufacturer warranty, which Royal Plus, Inc. shall provide to Tenant upon request. "Estimate" price shall be the price to be charged to Tenant unless a written "Change Order" is executed by both parties. The Change Order will be substantially similar to the one attached hereto as Exhibit A.)

LICENSE AND INSURANCE: Royal Plus, Inc. certifies 1) that it is a licensed contractor in the Maryland, 2) that all its employees are covered by Workers' Compensation insurance, and 3) that it carries liability insurance in an amount sufficient to cover injuries or damages caused by any employee or sub-contractor hired by Royal Plus, Inc. (Certificates will be sent directly to you by our insurance company upon request).

INTEGRATION & SEVERABILITY: I understand and agree to all the terms and conditions stated in this document. I further understand and agree that those terms and conditions are a complete and exclusive statement of our agreement, and that they may be modified only by written agreement. If any section or clause of this Contract cannot be enforced according to its terms, that section or clause shall be severed and shall not affect the enforceability of the remainder of this Agreement.

ROYAL PLUS, INC.

By: James Holland

12/04/19

Royal Plus, Inc.  
MHIC # 35280

Corporate Owner Name (if applicable): \_\_\_\_\_

Tenant Signature:

\_\_\_\_\_  
Date

Printed Name: \_\_\_\_\_

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

\_\_\_\_\_  
Date

Printed Name: \_\_\_\_\_

(06-10-2014 rev)



# Value Carpet One

1530 N. Salisbury Blvd., Salisbury, MD 21801 \* 1- 410-742-5224 \* 1- 800-509-9461

## PROPOSAL

TO: Heather Barton @ WAC's  
DATE: 5-22-19  
FROM: Brian Eder  
SUBJECT: LVT- Steps/Carpet -Walk Off Carpet Revised 6-5-19

We propose to furnish and install the following

Tandus - Resolve Luxury Vinyl Plank 20M 10 year Commercial Warranty  
½" Shoe Molding  
Johnsonite 4" Vinyl Cove Base  
Moving basic furniture  
Removal and disposal of existing finishes  
Skim coating to encapsulate existing adhesive and provide smooth finish  
FOR THE SUM OF \$28,827.00

J&J Passages 26 oz. Broadloom Carpet (Main Steps)  
Removal of existing finishes  
FOR THE SUM OF \$1,375.00

Tandus Abrasive Action, Walk Off Carpet, W/Power bond RS backing (Entrance/Elevator)  
Shot blasting to remove existing paint from concrete  
Skim coat and prep subfloor with moisture resistant patch  
FOR THE SUM OF \$3,497.00

ADD FOR RECENTLY RENOVATED AREA

Tandus - Resolve Luxury Vinyl Plank 20M 10 year Commercial Warranty  
Johnsonite 4" Vinyl Cove Base  
Moving basic furniture  
Removal and disposal of existing finishes  
Installation of ¼" underlayment /Luan  
FOR THE SUM OF \$7,188.00

Exclusions: Major floor and wall prep, removal of adhesives, contaminates, leveling, grinding, patching, waxing, sealing, moving of equipment, subfloor, caulking, cleaning, protection, vacuuming, baseboard, moisture remediation.



CARPET HARDWOOD & MORE

11312 Manklin Creek Rd., Unit 3  
Ocean Pines, MD 21811  
410-208-3879

## Flooring/Stairway Carpeting Proposal

To: Worcester County Health Department  
From: Betsy FauntLeRoy, MHIC #116898  
Date: July 25, 2019  
Subject: W.A.C.S. 11827 Ocean Gateway, Ocean City, MD 21842

This Estimate for Furnishing & Installing the following:

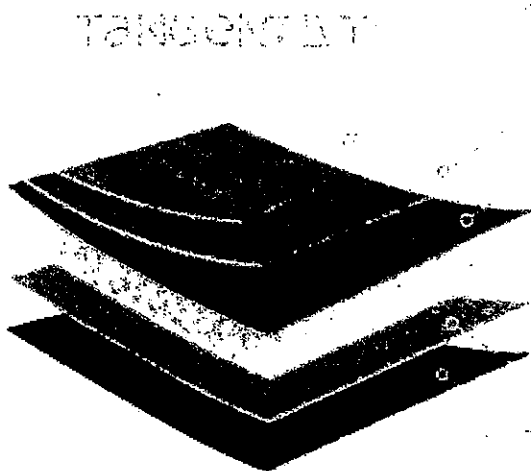
### PART I:

- Entire Upstairs including Waiting Room, Reception Area, Lab, Hallways & Offices

TANGENT INT  
COMMERCIAL VINYL TILE

COBALT  
SURFACES

High Performance Flooring – Made in the USA



Excellent stain, abrasion and face resistance with anti-bacterial effect, easy to maintain and no need to wax

Extremely durable with high purity vinyl wear layer

This design layer gives the floor its unique pattern and color

Foundation layer that prevents curling



- **COBALT GUARD:** Excellent Stain, Abrasion & Fade Resistance with Anti-Bacterial Effect. Easy to Maintain and no need to wax.
- **COBALT GAUARD:** Provides an enhanced polyurethane finish that withstands the toughest commercial settings
- **CLEAR DESIGN PROTECTION LAYER:** Extremely Durable with High Purity Vinyl Wear Layer – 20 MIL
- **DESIGN PRINTED LAYER:** This Design Layer gives the Floor it's Unique Pattern & Color
- **DUAL STABILIZATION CORE LAYERS [2]**
- **BALANCE LAYER :** Foundation Layer that prevents curling
- **ECO-FOCUSED:** FloorScore certified, anti-bacterial, non-phthalate plasticizers used in manufacturing, and 100% recyclable

**WARRANTIES:**

- ✓ 15 Year Commercial Warranty

Nominal Dimensions	7" x 48" Planks	CAN/ULC - S102.2 - Surface Burning	50.150 SDC
Gauge	2.5mm	ASTM D2047 - Slip Resistance	> 0.60
Finish Texture	Embossed	ASTM F970 - Static Load Limit	Passes, > 250 psi
Wear Layer Thickness	20mil	ASTM F970 (Modified) - Max Weight	2000 psi (<.005" Indentation)
Quantity Per Carton	15 Planks / 34.84 sq ft per ctn	ASTM F925 - Chemical Resistance	Excellent (Chart available)
Leed V2009 Credit 6 RRM Content	12%	ASTM F1515 - Light Stability	Passes
Leed V2009 IEQ Credit 4.1	Qualifies	ASTM F1914 Residual Indentation	Passes
Leed V2009 IEQ Credit 4.3	Qualifies	ASTM F2199 Dimensional Stability	Passes
ASTM F1700 - Solid Vinyl Tile	Class III, Type A + B	Acclimation Time	48 Hours
ASTM E648 - Critical Radiant Flux	Class I, >.45 w/cm <sup>2</sup>	Storage + Acclimation Temperature	65-85 Degrees Fahrenheit
ASTM E662 - Smoke Density	Passes, <.450		

➤ **Transitions/Moldings :**

- Thresholds to Bathrooms, Elevator
- Coordinating Vinyl Cove Base Throughout

**Installation Includes:**

- Remove & Haul off Premises - All Current Carpet
- Install Flooring – Glue Down Installation
- Move & Reset Furniture [Excludes Electronics]
- Install Vinyl Cove Base Throughout

Material Cost = \$23,722  
Labor & Freight = \$26,253  
Total Cost: **\$49,975**

**PART II:**

- Entrance Stairs/Landing



- Scholarship II – 26 oz – Weldlock Plus Backing

Material Cost = \$388  
Labor & Freight = \$696

Total Cost: **\$1,084**

**Please feel free to call with any questions – cell] 443-783-1736**

I hope we can work together!!

Sincerely,  
Betsy



# Maryland Department of Agriculture

Office of Plant Industries and Pest Management

Larry Hogan, Governor  
Boyd K. Rutherford, Lt. Governor  
Joseph Bartenfelder, Secretary  
Julianne A. Oberg, Deputy Secretary

Forest Pest Management

The Wayne A. Cawley, Jr. Building  
50 Harry S. Truman Parkway  
Annapolis, Maryland 21401  
www.mda.maryland.gov

Agriculture | Maryland's Leading Industry

410.841.5922 Baltimore/Washington  
410.841.5835 Fax  
800.492.5590 Toll Free

December 20, 2019

Mr. Harold Higgins, Chief Administrative Officer  
Worcester County Commissioners  
One W. Market St., Room 1103  
Snow Hill, MD 21863-1195

Copy: Kathy White ✓

X Requires Authorized  
overexpenditure

Dear Mr. Higgins,

Thank you for your past participation in the Maryland Department of Agriculture's Forest Pest Management (FPM) Program for management of gypsy moth for Worcester County and its citizens. The goal of the FPM Program is to identify developing pest infestations and to be able to respond appropriately before significant damage occurs.

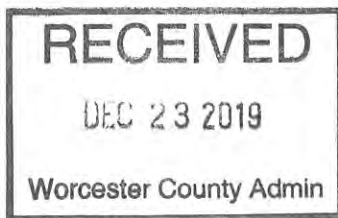
The purpose of this letter is to inform you that we have identified two areas where gypsy moth populations may cause defoliation in Worcester County (see attached map) and to ask if Worcester County is interested in participating in a gypsy moth aerial suppression project the spring of 2020. The county is cost sharing only on non-state owned lands. The County would cost share \$35.00 per acre if we get a federal grant. Approximately 189 acres qualifies for suppression for an estimated cost share of \$6,615 with federal grant.

Please, let us know by January 8, 2020 if you will be able to participate.

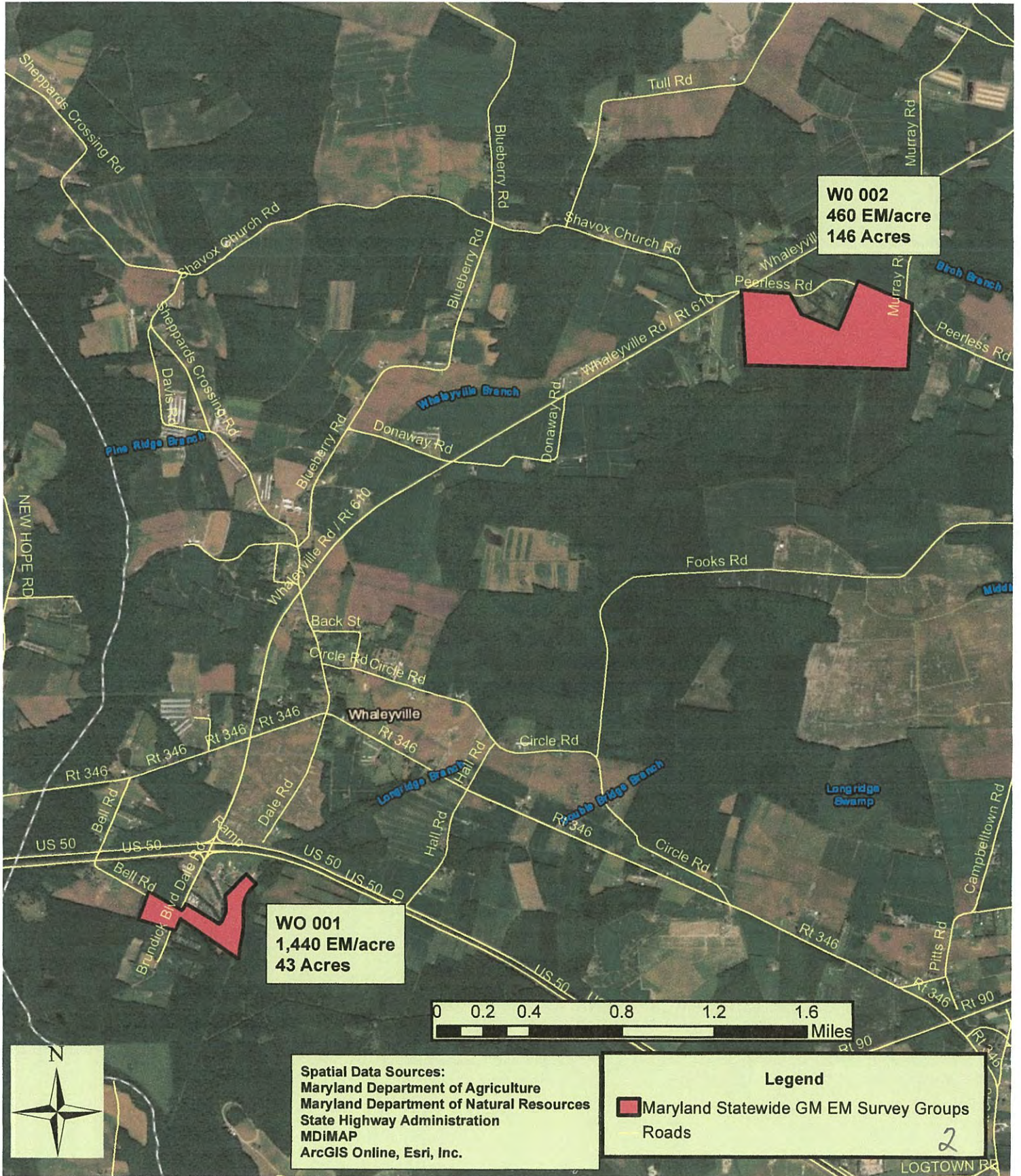
Thank you for working with us to protect our valuable rural and urban forest resources. If you have any questions regarding the Forest Pest Management Program or would like information on any forest pests, do not hesitate to contact us. Our local office contact information is: MDA, FPM, 28577 Mary's Court Suite 4, Easton, Maryland 21601. (Telephone: 410-822-8234. Email: heather.disque@maryland.gov).

Sincerely,

Heather Harmon Disque  
Regional Entomologist

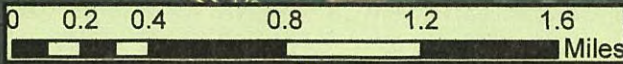


# Maryland Department of Agriculture Forest Pest Management Proposed Gypsy moth Suppression Blocks Worcester County



**W0 002**  
460 EM/acre  
146 Acres

**W0 001**  
1,440 EM/acre  
43 Acres



**Spatial Data Sources:**  
Maryland Department of Agriculture  
Maryland Department of Natural Resources  
State Highway Administration  
MDiMAP  
ArcGIS Online, Esri, Inc.

**Legend**  
 Maryland Statewide GM EM Survey Groups  
 Roads



# Maryland Department of Agriculture

Agriculture | Maryland's Leading Industry

Office of Plant Industries and Pest Management

Forest Pest Management

Larry Hogan, Governor  
Boyd K. Rutherford, Lt. Governor  
Joseph Bartenfelder, Secretary  
Julianne A. Oberg, Deputy Secretary

The Wayne A. Cayley, Jr. Building  
50 Harry S. Truman Parkway  
Annapolis, Maryland 21401  
www.mdagriculture.gov

410.841.5922 Baltimore/Washington  
410.841.5835 Fax  
800.492.5590 Toll Free

July 15, 2019

Copy: Kathy Whited ✓  
Bob Mitchell ✓

Mr. Harold Higgins, Chief Administrative Officer  
Worcester County Commissioners  
One West Market St., Rm. 1103  
Snow Hill, MD 21863-1195

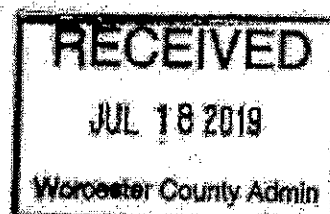
Dear Mr. Higgins:

Thank you for your past participation in the Maryland Department of Agriculture's Forest Pest Management (FPM) Program for identification and control of gypsy moth populations for Worcester County and its citizens. The goal of the FPM Program is to identify developing pest infestations and to be able to respond appropriately before significant damage occurs. The survey function of the cooperative gypsy moth suppression program allows us to identify and measure any gypsy moth problems and to plan the most effective response to defoliating populations before the pests damage valuable landscape and forest trees.

The purpose of this letter is to outline the plans we have for the cooperative gypsy moth survey this fall (2019) for your county and to give an estimate of the county cost share amount that would be needed to complete these surveys. Gypsy moth egg masses are counted in the fall and winter in pre-established sites located in the high value urban and rural forested lands of Worcester County. The survey results permit us to predict the level of gypsy moth caterpillar populations the following spring in each area. Population data provides a clear picture of the possible damage to the foliage, and consequently to the trees, that may be caused by the pests in the spring (2020) and whether any aerial suppression may be warranted.

Based on our information about gypsy moth populations and trends in Worcester County, we will need to conduct approximately 105 surveys at an estimated cost to the county of \$1,575.00. This amount represents a 50% cost share on local costs to perform these surveys on non-State land. Please, let us know as soon as possible, preferably by August 5 if you will be able to participate at this level. These figures do not include additional funds that may be needed for aerial spraying. It will not be possible to estimate 2020 spray acreage until the end of the year. At that time, we will give you cost estimates so that you can advise us regarding county support for suppression spraying. We will try to keep you updated on our findings as the fall survey season continues.

If you have any questions regarding the Forest Pest Management Program or would like information on any forest pests, do not hesitate to contact us. The Easton field office number is (410) 822-8234.



REVIEWED Kathy Whited  
Worcester County Budget Officer  
FY20 \$1,700

Thank you for working with us to protect our valuable rural and urban forest resources.

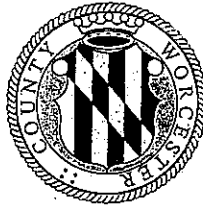
Sincerely,

A handwritten signature in black ink, appearing to read "Craig Kuhn". The signature is fluid and cursive, with a long horizontal stroke at the end.

Craig Kuhn, Program Manager  
Forest Pest Management  
Craig.kuhn@maryland.gov

CMK/dh  
Cc Heather Disque

TEL: 410-632-1194  
FAX: 410-632-3131  
E-MAIL: admin@co.worcester.md.us  
WEB: www.co.worcester.md.us



OFFICE OF THE  
COUNTY COMMISSIONERS

## Worcester County

GOVERNMENT CENTER  
ONE WEST MARKET STREET • ROOM 1103

SNOW HILL, MARYLAND

21863-1195

August 7, 2019

HAROLD L. HIGGINS, CPA  
CHIEF ADMINISTRATIVE OFFICER  
MAUREEN F.L. HOWARTH  
COUNTY ATTORNEY

COMMISSIONERS  
DIANA PURNELL, PRESIDENT  
JOSEPH M. MITRECIC, VICE PRESIDENT  
ANTHONY W. BERTINO, JR.  
MADISON J. BUNTING, JR.  
JAMES C. CHURCH  
THEODORE J. ELDER  
JOSHUA C. NORDSTROM

Craig Kuhn, Program Manager  
Forest Pest Management  
Maryland Department of Agriculture  
Wayne A. Cawley, Jr. Building  
50 Harry S. Truman Parkway  
Annapolis, MD 21401

RE: Gypsy Moth Surveys in Worcester County, Maryland

Dear Mr. Kuhn:

Please be advised that at their meeting of August 6, 2019, the Worcester County Commissioners reviewed your letter dated July 15, 2019, and approved the 50% local cost share funding for the Gypsy Moth Population and friend surveys which you have recommended to be conducted in Worcester County, Maryland at an estimated cost to the County of \$1,575. We look forward to receiving the results of these surveys later this year.

Thank you for providing this service to Worcester County. If you should have any questions or concerns with regard to this matter, please feel free to contact me at this office.

Sincerely,

Harold L. Higgins  
Chief Administrative Officer

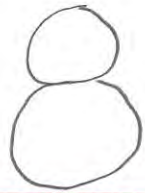
KS:kp  
cf: Bob Mitchell, Director of Environmental Programs  
Kathy Whited, Budget Officer



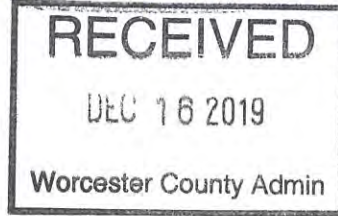


# TOWN OF OCEAN CITY

*The White Marlin Capital of the World*



December 12, 2019



Joseph Mitrecic, President  
Worcester County Commissioners  
1 West Market Street – Room 1103  
Snow Hill, MD 21863

**MAYOR**  
RICHARD W. MEEHAN

**CITY COUNCIL**

LLOYD MARTIN  
*President*

MARY P. KNIGHT  
*Secretary*

DENNIS W. DARE  
ANTHONY J. DELUCA  
JOHN F. GEHRIG, JR.  
MATTHEW M. JAMES  
MARK L. PADDACK

**CITY MANAGER**  
DOUGLAS R. MILLER

**CITY CLERK**  
DIANA L. CHAVIS, CMC

Dear Honorable President Mitrecic and Distinguished Commissioners,

The Mayor and City Council appointed a Parking Task Force to look at parking throughout the Town. One of the recommendations of the Task Force was to raise the in season parking rates in the downtown area while at the same time making the Park and Ride Shuttle Service free to all users. The logic behind this was to encourage more workers and visitors to park at the Park and Ride and free up additional spaces in the downtown area.

This free shuttle would also be available to pedestrians using the service to travel both to and from West Ocean City. It would also mean that county residents using Shore Transit would no longer be required to pay the \$3.00 transfer fee to connect with the Park and Ride Shuttle Service to travel into Ocean City.

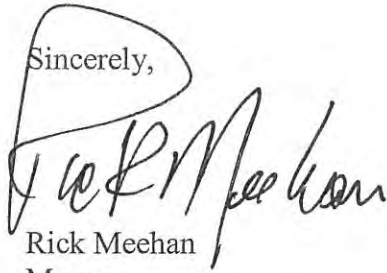
The Task Force also recommended that we discontinue the route through the White Marlin Mall and travel directly to and from the Park and Ride. The 2M dollar State Pedestrian Safety Project in West Ocean City no longer makes this necessary. This will allow us to increase the frequency of the service and reduce the travel time for users.

The operating deficit of \$160,000 to provide the shuttle service will basically remain the same. The trips will be shorter but the reduction in revenue will offset any savings associated with this change. The Council did support continuing to charge for the shuttle service on Holidays and during Special Events.

The County gives Ocean City an \$80,000 grant to help offset the cost of providing this service. The Council supports the proposal but wanted to make sure that the County was aware of the proposed change and that you would continue to support this service that benefits all county residents, workers, businesses and visitors.



Sincerely,

A handwritten signature in black ink, appearing to read "Rick Meehan". The signature is written in a cursive style with a large, looped initial "R".

Rick Meehan  
Mayor

cc: Harold Higgins, Chief Administrative Officer for Worcester County, MD  
Commissioner Nordstrom  
Commissioner Church  
Commissioner Bunting  
Commissioner Elder  
Commissioner Purnell  
Commissioner Bertino  
Ocean City Council  
City Manager Miller



9

TEL: 410-632-0686  
FAX: 410-632-3003

OFFICE OF THE TREASURER

# Worcester County

GOVERNMENT CENTER  
ONE WEST MARKET STREET, ROOM 1105  
P.O. Box 248  
SNOW HILL, MARYLAND  
21863

PHILLIP G. THOMPSON, CPA  
FINANCE OFFICER

JENNIFER C. SWANTON, CPA  
ASSISTANT FINANCE OFFICER

**TO: Harold L. Higgins, Chief Administrative Officer**  
**FROM: Phillip G. Thompson, Finance Officer** *PGT*  
**DATE: December 27, 2019**  
**SUBJECT: Office Furniture – Ocean Pines**

As you are aware, the Treasurer’s Office has been seeking an alternate site to replace the aging and technically challenged Isle of Wight facility for a location in the northern portion of the county. This search has led us to the Ocean Pines Library and the opportunity to utilize a small computer room in the library which was previously used as a computer lab. The room is one of two (computer labs) within the library and the usage has fallen considerably in recent years with the advent of portable devices including smart phones which provide users online access from anywhere in the library. We feel that this move will provide many benefits to our customers such as better access, improved technical offerings including reliable phone service and internet, and a more secure environment in which to operate.

We have consulted with the Maintenance Division of Public Works to determine how best to outfit the new office and whether any additional changes are needed to accommodate our operations. It was determined that the space was capable of supporting the new office from an electrical and telecommunications standpoint however, the layout of the office in the limited space proved to be a challenge. As a result of these discussions we reached out to F.A. O’Toole for a design consultation and quote on the counter and workstations for the new space. The most significant challenge and expense relates to the counter area which is slightly smaller than the current Isle of Wight counter which is built into the building.

In order to facilitate this move we are requesting an FY20 over-expenditure of \$ 7088.33 (State Contract Price) for the equipping of the new office space in the Ocean Pines Library. Should you have any questions regarding the move, or require additional data, please do not hesitate to contact me.

Ocean Pines Treasurer's Office

Quote from F.A. O'Toole Office Systems	\$ 8,193.48	- see quote pg 1
Less: chairs	\$ (760.00)	
Less: Cat 6 jacks	\$ (314.00)	
Less: related surcharge	\$ (31.15)	
	<u>\$ 7,088.33</u>	



**F.A. O'TOOLE  
OFFICE SYSTEMS, INC.**

"THE MASTERS OF TIME AND SPACE"

Jennifer Swanton, CPA  
Worcester Co Government  
1 W. Market St., Rm 1105  
Snow Hill, MD 21863

Small Office

In reply refer to **F2502**

Date **12/17/2019**

Page 2 of 2

Item	Quantity	Size or Catalog No.	Description	Unit	Per	Price
						Subtotal
						\$ 23,687.00
						Less MPTA 75% Discount
						\$ (17,765.25)
						Subtotal
						\$ 5,921.75
						Surcharge 2.9%
						\$ 171.73
						Subtotal
						\$ 6,093.48
						Installation
						\$ 1,450.00
	1	Special	42" tall door		\$ 650.00	\$ 650.00
						Total
						\$ 8,193.48
		Make Order To:	Maxon Furniture, Inc.			
			C/O FA O'Toole Office Systems			
			2210 Second Ave			
			Muscotne, IA 52761			
			MPTA Contract #: 2015-42			

Terms-NET CASH  
F.O.B. \_\_\_\_\_

Transportation or Delivery Via \_\_\_\_\_

F.A. O'TOOLE OFFICE SYSTEMS, INC  
**WE ACCEPT MOST MAJOR CREDIT CARDS**

Accept \_\_\_\_\_

By Frank O'Toole

[www.otooleofficesystems.com](http://www.otooleofficesystems.com)



**F.A. O'TOOLE  
OFFICE SYSTEMS, INC.**

FOR YOUR NEEDS  
WE HAVE NO REASON  
TO RECOMMEND ANYTHING BUT  
THE RIGHT RECORDS RETRIEVAL  
SYSTEM. WE SELL THEM ALL!

**"THE MASTERS OF TIME AND SPACE"**

□ 350 CLUBHOUSE RD, SET E □ HUNT VALLEY, MD 21030 □ PHONE (410) 785-1100 □ (800) 785-0022 □ FAX (410) 785-3358

Jennifer Swanton, CPA  
Worcester Co Government  
1 W. Market St., Rm 1105  
Snow Hill, MD 21863

Small Office

In reply refer  
to Quotation No. **F2502**

Date **12/17/2019**

Page 1 of 2

Item	Quantity	Size or Catalog No.	Description	Unit	Per	Price
	2	M-PFXC-S	Prefix straight connector kit	\$	11.00	\$ 22.00
	3	M-PFXFGS-0720	Prefix frameless glass screen 7.5H x 20W	\$	415.00	\$ 1,245.00
	1	M-PFXFGS-0724	Prefix frameless glass screen 7.5H x 24W	\$	474.00	\$ 474.00
	2	M-PFXFGS-1524	Prefix frameless glass screen 15H x 24W	\$	503.00	\$ 1,006.00
	1	M-PFXFGS-1530	Prefix frameless glass screen 15H x 30W	\$	579.00	\$ 579.00
	1	M-PFXFGS-1536	Prefix frameless glass screen 15H x 36W	\$	622.00	\$ 622.00
	2	M-PFXM-3524FP	Prefix tackable panel 35H x 24W No TC	\$	507.00	\$ 1,014.00
	1	M-PFXM-3530FP	Prefix tackable panel 35H x 30W No TC	\$	512.00	\$ 512.00
	1	M-PFXM-3536FP	Prefix tackable panel 35H x 36W No TC	\$	517.00	\$ 517.00
	2	M-PFXC-35T	Prefix T connector 35H	\$	156.00	\$ 312.00
	1	M-PFXC-42L	Prefix L connector 42H	\$	168.00	\$ 168.00
	1	M-PFXC-42W	Panel wall mount kit	\$	200.00	\$ 200.00
	2	M-PFXTC60	60" top cap	\$	106.00	\$ 212.00
	2	M-EH42	Double block harness 42"	\$	297.00	\$ 594.00
	2	M-EH60	Double block harness 60"	\$	328.00	\$ 656.00
	4	M-ED1	Duplex outlet	\$	54.00	\$ 216.00
	2	M-EPF2	Power in feed	\$	343.00	\$ 686.00
	4	M-FP3RJ45	3-port face plate	\$	28.00	\$ 112.00
	8	M-SURJ456S	Cat 6 jack	\$	157.00	\$ 1,256.00
	1	M-PFXM-4224FP	Prefix tackable panel 42.5H x 24W No TC	\$	577.00	\$ 577.00
	2	M-PFXM-4242FP	Prefix tackable panel 42.5H x 42W No TC	\$	612.00	\$ 1,224.00
	4	M-PFXC-35E	Prefix panel end covers 35H	\$	85.00	\$ 340.00
	1	M-PFXC-42E	Prefix panel end covers 42H	\$	90.00	\$ 90.00
	2	M-PFXM-3560FP	Prefix tackable panel 35H x 60W No TC	\$	758.00	\$ 1,516.00
	2	M-SEMU502	Executive task chair high-back mesh, adj arms	\$	1,520.00	\$ 3,040.00
	2	M-ICPM271524BBFMA	MOBLE pedestal 27D BBF stationary R-pull	\$	1,075.00	\$ 2,150.00
	2	M-UWR2430E	Univ worksurface rectangular 24D x 30W Edgeband	\$	345.00	\$ 690.00
	1	M-UWR2484E	Univ worksurface rectangular 24D x 84W Edgeband	\$	627.00	\$ 627.00
	1	M-ULRL243660	Univ L-rtn RH W/S 2436D x 60W RadFrt Edgeband	\$	854.00	\$ 854.00
	1	M-ULRR243660	Univ L-rtn LH W/S 2436D x 60W RadFrt Edgeband	\$	854.00	\$ 854.00
	2	M-FTCT1524E	Straight countertop 42W x 15D	\$	661.00	\$ 1,322.00
			Subtotal			\$ 23,687.00

Terms-NET CASH  
F.O.B.

Transportation or Delivery Via

F.A. O'TOOLE OFFICE SYSTEMS, INC  
**WE ACCEPT MOST MAJOR CREDIT CARDS**

Accept

By Frank O'Toole

[www.otooleofficesystems.com](http://www.otooleofficesystems.com)

DEC 20 2019



10

DEPARTMENT OF  
DEVELOPMENT REVIEW AND PERMITTING

**Worcester County**

GOVERNMENT CENTER  
ONE WEST MARKET STREET, ROOM 1201  
SNOW HILL, MARYLAND 21863  
TEL: 410-632-1200 / FAX: 410-632-3008  
www.co.worcester.md.us/drp/drpindex.htm

ZONING DIVISION  
BUILDING DIVISION  
DATA RESEARCH DIVISION

ADMINISTRATIVE DIVISION  
CUSTOMER SERVICE DIVISION  
TECHNICAL SERVICE DIVISION

MEMORANDUM

TO: Harold L. Higgins, Chief Administrative Officer  
FROM: Edward A. Tudor, Director *EAT*  
DATE: December 20, 2019  
RE: 2020 Census Grant

\*\*\*\*\*

I am pleased to report that the County's \$20,000 Census 2020 grant application, which I discussed with the County Commissioners at their meeting on December 3, 2019, has been approved. I understand that the grant agreement has been reviewed and approved by the County Attorney. Therefore I recommend that it be approved by the Commissioners and signed by Commissioner President Mitreic.

If you have any questions or need further information, please let me know.

cc: Kelly Henry, Technical Services Division Manager

1a



DEPARTMENT OF  
DEVELOPMENT REVIEW AND PERMITTING


## Worcester County

GOVERNMENT CENTER  
ONE WEST MARKET STREET, ROOM 1201  
SNOW HILL, MARYLAND 21863  
TEL: 410.632.1200 / FAX: 410.632.3008

<http://www.co.worcester.md.us/departments/drp>

ZONING DIVISION  
BUILDING DIVISION  
DATA RESEARCH DIVISION

ADMINISTRATIVE DIVISION  
CUSTOMER SERVICE DIVISION  
TECHNICAL SERVICES DIVISION

TO: Edward A. Tudor, Director  
FROM: Kelly L. Henry, Complete Count Coordinator   
DATE: December 19, 2019  
SUBJECT: Maryland Department of Planning - 2020 Census Grant

\*\*\*\*\*

The County has received the grant in the amount of twenty thousand dollars and no cents (\$20,000) from the Maryland Department of Planning (MDP) to be utilized by the Worcester County Complete Count Committee to utilize in community outreach projects and marketing to increase awareness, educate the public and to motivate participation in the 2020 Census. The grant has been reviewed and approved by Maureen Howarth, County Attorney. The grant must be executed and returned to MDP within 30 days of receipt.

Please forward to the County Commissioner's for final approval and signature at their earliest convenience. As always I am available to discuss this matter. Thank you for your time.



waste technology funding from the State, have not been established to provide the necessary capacity needed to process the excess manure. Mr. Mitchell explained that the committee is tasked with making a recommendation to the Secretary of Agriculture about any potential changes to the PMT implementation schedule; however, in spite of Dr. Diriker's findings, a majority of the members were not willing to vote to delay implementing the next phase of the PMT plan for a year. He then explained that a one-year delay is needed to provide agricultural producers and the State the additional time needed to put measures in place to transition to the next phase of the PMT. Mr. Mitchell noted that Worcester County is the second largest poultry producer in Maryland, which is the eighth leading poultry producer in the nation. Therefore, he recommended informing Governor Larry Hogan that, without the local infrastructure capacity improvements and any meaningful alternative uses in place, it is doubtful that this sector will be able to successfully bridge to the next phase without significant local economic impacts.

Upon a motion by Commissioner Bertino, the Commissioners unanimously authorized Commission President Mitreic to sign a letter to Governor Hogan outlining the County's concerns with implementing the next phase of the PMT regulations as identified in Dr. Diriker's report.

Pursuant to the recommendation of Development Review and Permitting (DRP) Director Ed Tudor and upon a motion by Commissioner Nordstrom, the Commissioners unanimously authorized Kelly Henry, DRP Technical Services Division Manager and Complete Count Committee Coordinator for the 2020 Census, to apply for an unconditional State grant for \$20,000 to assist the County in its efforts to improve Census participation locally. Mr. Tudor stated that every person not counted in the Census results in the loss of \$18,250 in federal funds to the State and local jurisdictions over a ten-year period.

Pursuant to the request of Mr. Tudor and upon a motion by Commissioner Church, the Commissioners unanimously approved out-of-state travel for Zoning Administrator and American Institute of Certified Planners (AICP) member Jennifer Keener to attend the American Planning Association's National Conference in Houston, Texas from April 25-28, 2020 at a cost to cover registration, flights, lodging and meals, with funding available in the FY20 budget for this expense. Mr. Tudor explained that attendance at the conference will enable Ms. Keener to earn continuing professional development credits needed to retain her AICP certification.

In follow up to their second public hearing on November 19, 2019, the Commissioners met with members of the Sewer Committee to review and discuss a revised draft resolution establishing standard sewer flow calculations. Sewer Committee representatives in attendance included Chief Administrative Officer Harold Higgins, Assistant Chief Administrative Officer Kelly Shannahan, County Attorney Maureen Howarth, Environmental Programs Director Bob Mitchell, Environmental Programs Deputy Director David Bradford, Public Works Director John Tustin, Public Works Deputy Director John Ross, Development Review and Permitting Director Ed Tudor, Finance Officer Phil Thompson, and Enterprise Fund Controller Jessica Wilson. Mr. Shannahan stated that, in accordance with the Commissioners' directions following the public hearing, staff revised the draft resolution to include provisions that would allow any applicant to dispute the projected sewer flow and enter into an allocation agreement to monitor the flow for 24 months to determine the actual flow. He advised that, if an applicant presents data that staff agrees supports a lower flow, the initial purchase of equivalent dwelling units (EDUs) will be based on the lower flow and may be adjusted at the completion of the 24-month monitoring period. However, if the applicant presents data that staff does not agree supports a lower flow the initial purchase of EDUs will be based on the standard sewer flow calculations and may be adjusted at the completion of the 24-month monitoring period. Specifically, staff added two new sections to the resolution that include a new Section 2, which addresses "Other Uses and Disputed Allocations," and a new Section 3, which addresses the provisions of "Allocation Agreements." Mr. Shannahan stated that these revisions adequately address the Commissioners' instructions to provide an avenue for potential relief for all applicants by entering into an allocation agreement to determine the actual flow for disputed allocations, and he urged the Commissioners to adopt the revised resolution as presented.

Commissioner Bunting questioned who will review appeals if an applicant submits evidence that projects a lower flow than that outlined in the sewer flow calculations chart. Mr. Shannahan stated that the Departments of Environmental Programs, Public Works, and the Treasurer's Office will review the data to support a lower flow, but even if staff does not agree to a lower flow, an individual may dispute said flow and enter into a 24-month allocation agreement, during which time the County will monitor usage and afterward adjust the flow and buy back excess EDUs if the actual flow supports a lower number of EDUs. Similarly, if actual flows are higher than projected during the monitoring period, the applicant would be required to purchase additional EDUs if available or adjust sewer usage if additional EDUs are no longer available. In response to additional questions by Commissioner

## 2020 CENSUS GRANT PROGRAM

### GRANT AGREEMENT

This Grant Agreement (this “**Agreement**”) is entered into as of the Effective Date (defined in Section 1.b), by and between the Maryland Department of Planning, a principal department of the State of Maryland (“**MDP**” or “**Planning**”), acting in coordination with, and as authorized by, the 2020 Census Grant Program Panel (the “**Grant Panel**”), and County Commissioners of Worcester County, Maryland, a local government organized and existing under the laws of the State of Maryland with its principal office located at Worcester Government Center, 1 West Market Street, Snow Hill, MD 21863 (the “**Grantee**”).

### RECITALS

1. As included in the Fiscal Year 2020 Budget Bill for the State of Maryland (the “**State**”), MDP received a \$5,000,000 general fund appropriation in Fiscal Year 2020 (the “**Appropriation**”) to implement Chapter 18 of the 2018 Laws of Maryland (the “**Act**”), enacted on April 5, 2018 and effective June 1, 2018, establishing the 2020 Census Grant Program (the “**Program**”). The purpose of the Program is to provide Appropriation-funded grants to Maryland local governments and nonprofit organizations to support during the 2020 Census the accurate counting of the population of the State and its local jurisdictions and the collection of basic demographic and housing information.
2. In reliance upon the information and the representations contained in Grantee’s proposal dated December 3, 2019 (the “**Grant Application**”), the Secretary of Planning has determined that the project proposed in the Grant Application is consistent with the provisions of the Act. Based on this determination, the Secretary has awarded a Program grant to Grantee for the project on terms and conditions set forth in this Agreement. Accept as is revised or altered by the terms of this Agreement, the Grant Application is incorporated by reference into this Agreement and made a substantive part hereof.
3. The Program grant will be expended by Grantee in conformity with the requirements and provisions of the Act and the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, MDP and Grantee agree as follows:

#### 1. Grant and Project Terms.

- a. Grant Purpose. The purpose of this Agreement is to provide the Grantee with funds in an amount not to exceed \$20,000.00 (twenty thousand dollars) (the “**Grant**”) to carry out the activities set forth and described in Exhibit A – Project Requirements of this Agreement (the “**Project**”). Grantee

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shall use the Grant only for the activities authorized in **Exhibit A- Scope of Work** (the “**Scope of Work**”), and shall operate the Project in accordance with the Act and the terms and conditions of this Agreement.

- b. **Grant Term.** This Agreement is effective as of the date it is executed by MDP on behalf of the Grant Panel (the “**Effective Date**”), and unless sooner terminated pursuant to the terms of this Agreement, or by the mutual consent of Grantee and MDP, shall terminate on the Termination Date set forth in **Exhibit A-Timetable** (the “**Project Timetable**”).
- c. **Project Timetable.** Grantee may commence the Project on the Project Commencement Date identified in the Project Timetable, and shall diligently pursue completion of the Project by the Project Completion Date identified in Project Timetable.
- d. **Extensions.** At its discretion, MDP may extend any date set forth in the Project Timetable, provided that the Grantee demonstrates to MDP’s satisfaction that the circumstances warrant such extension. An extension may be offered by MDP in writing or by email, and shall be deemed to be accepted by Grantee if Grantee fails to refuse the extension in writing or by email within ten (10) calendar days from the date the extension is offered.

2. **Project Monitor.** The staff member identified in Section 14.a of this Agreement shall serve as the project monitor for this Project (the “**Project Monitor**”).

3. **Grant Documents.**

The following documents shall be executed in connection with the Grant, which documents shall be satisfactory in form and substance to MDP:

- a. This Agreement;
- b. An Assurance of Compliance (**Attachment 1**); and
- c. Any other document or instrument that may be required by MDP.

4. **Expenditure of Grant Proceeds.**

All Grant funds shall be expended on or before the Project Completion Date.

- a. Grantee shall expend the Grant in accordance with the Project Budget. Any change to the allocation of funds as authorized in the Project Budget must have prior written approval from the Project Monitor.
- b. Grantee shall not use any portion of the Grant to fund, disperse to, pay, or otherwise finance any 2020 Census-related activities undertaken by any other entity that was awarded a grant under the Program.

- c. Grantee may incur Project expenses commencing on the Project Commencement Date. All costs incurred by Grantee before the Project Commencement Date are incurred voluntarily at Grantee's risk and upon its own credit and expense. Grantee's rights to be reimbursed with Grant proceeds shall be governed by the provisions of this Agreement.
- d. If the Project is completed for an amount less than that reflected in the Project Budget, the amount of the Grant may be reduced and Grantee shall return all unexpended Grant proceeds to MDP.
- e. MDP must approve changes to the Project Budget as set forth in Section 4.a. above, the Scope of Work, the Project Timetable, or any other term of this Agreement.
- f. THE GRANTEE SHALL NOT USE ANY PORTION OF THE GRANT TO ENGAGE IN, OR TO ASSIST OR CAUSE OTHERS TO ENGAGE IN, POLITICAL ACTIVITIES, INCLUDING, WITHOUT LIMITATION, USING THE GRANT: (I) FOR THE PURPOSE OR INTENT OF INFLUENCING, INTERFERING WITH, OR AFFECTING THE RESULT OF AN ELECTION OR NOMINATION FOR PUBLIC OFFICE; OR (II) TO DIRECTLY OR INDIRECTLY CONTRIBUTE ANYTHING OF VALUE TO A POLITICAL PARTY, CANDIDATE FOR PUBLIC OFFICE, OR ANY OTHER ENTITY, COMMITTEE, ORGANIZATION, AGENCY OR PERSON FOR POLITICAL PURPOSES. GRANTEE AND ANY AGENTS OF GRANTEE SHALL NOT, WHILE UNDERTAKING THE PROJECT, ENGAGE IN, OR ENGAGE IN ANY CONDUCT THAT COULD REASONABLY BE PERCEIVED AS ENGAGING IN, ANY SUCH POLITICAL ACTIVITIES. NOTWITHSTANDING SECTION 7 OF THIS AGREEMENT, ANY CONDUCT THAT FAILS TO COMPLY WITH THIS PROVISION SHALL BE AN ACT OF DEFAULT AND CAUSE FOR (I) IMMEDIATE TERMINATION OF THIS AGREEMENT AND (II) RECOUPMENT BY MDP OF ALL GRANT FUNDS DISPERSED TO GRANTEE PRIOR TO TERMINATION.

5. **Requirements.**

- a. On or before the Project Commencement Date, Grantee shall obtain all applicable certifications, licenses, permits, and approvals useful or necessary to operate the Project, and shall maintain the same through the Termination Date.
- b. During the term of the Agreement, all work performed in connection with the Project is subject to inspection and approval by MDP or its authorized agents.

6. **Disbursement of Grant Proceeds.**

- a. Provided that Grantee is not in default under this Agreement, MDP shall disburse the Grant in two (2) disbursements to Grantee as the Project progresses, based upon requests for disbursement submitted by Grantee to the Project Monitor (a "**Request for Disbursement**"). The final ten (10%) percent of the Grant will be retained by MDP until satisfaction of the conditions set forth in sub clause (d) below (the "**Final Disbursement**"). All Requests for Disbursement shall be satisfactory

- to MDP and include such information and documentation in form and content as may be required or requested by MDP. MDP may withhold a disbursement for failure to comply with its requirements or requests.
- b. MDP will not disburse the Grant until Grantee has satisfied all applicable conditions set forth in the Program Guidelines, which are incorporated by reference into this Agreement.
  - c. Requests for Disbursement will be processed within approximately forty-five (45) days from MDP's receipt of the request. The Requests for Disbursement shall not exceed the eligible costs incurred and approved by MDP.
  - d. The Final Disbursement will be disbursed to Grantee in accordance with a request for final disbursement upon:
    - (i) Grantee's completion of the Project to the satisfaction of MDP;
    - (ii) Grantee's submission of a Project Completion Report (as defined in Section 9) on or before the Project Completion Report Due Date set forth in Project Timetable, in a form acceptable to MDP, which includes information evaluating the effectiveness of the Project; and
    - (iii) Grantee's submission of final documentation of the Grant, satisfactory in form and content to MDP.
  - e. All Requests for Disbursement shall be submitted by electronic mail to the Project Monitor. Grantee shall provide additional supporting documentation as MDP may require from time to time.
  - f. MDP may withhold disbursement of Grant funds if at any time MDP determines in its sole discretion that Grantee is in default under this Agreement.

7. **Default and Remedies.**

- a. A default under this Agreement shall occur if:
  - (i) Grantee fails to comply with any of the covenants, agreements, or certifications made by the Grantee in this Agreement;
  - (ii) At any time any representation or warranty made by Grantee in connection with the Grant, the Agreement, or the Grant Application shall be inaccurate or incorrect in any manner;
  - (iii) Grantee knowingly makes or causes to be made any material misstatement of fact, including an understatement or overstatement of financial condition, in a statement or report required

- under the Agreement, the Grant Application, for a Request for Disbursement, or affecting the Grant in general;
- (iv) The Grant funds are not spent in accordance with the terms of this Agreement;
  - (v) Grantee is in default under any other agreement related to the Project which, in MDP's sole discretion, may have an adverse material impact on the Project;
  - (vi) At any time during the period of the Grant, there is pending or ongoing litigation with respect to Grantee's performance of any duties or obligations in connection with the Project or the Grant which may jeopardize or adversely affect this Agreement or the Project in MDP's judgement;
  - (vii) Grantee is not performing or completing the Project in accordance with the terms of this Agreement, or in a manner satisfactory to MDP; or
  - (viii) Grantee has not expended the Grant funds necessary to complete the Project by the Project Completion Date.
- b. MDP shall give Grantee written notice of default, and Grantee shall have thirty (30) days from the date of such notice to cure the default.
- c. Upon the occurrence of a default that continues beyond the 30-day cure period, MDP may:
- (i) Reduce the amount of the Grant or withhold payment of Grantee's next requested disbursement of the Grant;
  - (ii) Demand repayment of the Grant from Grantee in whole, or in part; or
  - (iii) Terminate this Agreement by written notice to Grantee.
- d. In the event of MDP's termination of the Agreement:
- (i) Grantee's authority to request a disbursement shall cease and Grantee shall have no right, title, or interest in or to any of the Grant funds not disbursed;
  - (ii) MDP may exercise any or all of its rights under this Agreement contemporaneously with any or all of its remedies, and all of such rights shall survive the termination of this Agreement;
  - (iii) In addition to the rights and remedies contained in this Agreement, MDP may at any time proceed to protect and enforce all rights available to MDP by suit in equity, action at law, or

by any other appropriate proceedings, which rights and remedies shall survive the termination of this Agreement; and

- (iv) The occurrence of Grantee's bankruptcy, insolvency, or the dissolution or liquidation of Grantee's business organization or assets shall be an event of default under this Agreement, and MDP shall have the right to terminate this Agreement immediately.

**8. Records and Reports.**

- a. Grantee and any subgrantees, contractors, or subcontractors of Grantee shall maintain accurate books, accounts, and records in a form acceptable to MDP of all transactions relating to the receipt and expenditure of the Grant for the Project. All of these books, accounts, and records shall be open to the inspection of MDP's representatives or other agencies of the State during reasonable working hours before, during, or after the period of time during which the Grant proceeds are expended. Grantee shall make its administrative offices and personnel, whether full-time, part-time, consultants, or volunteers, available to MDP upon request.
- b. Books, accounts, and records of contractors and subcontractors shall be maintained and made available to MDP for inspection for up to five (5) years after either the date of Grantee's final expenditure of Grant funds or the termination of this Agreement, whichever is later.
- c. Grantee shall provide MDP with a project completion report (the "**Project Completion Report**"), in the form provided by MDP and further described in Exhibit A – Reports. The Project Completion Report is due by the Project Completion Report Due Date identified in the Project Timetable.
- d. Upon MDP's request, Grantee shall provide MDP with copies of any audits performed on Grantee's records by any other entity.
- e. In addition to the requirements set forth above, Grantee shall provide MDP with such additional records, reports, and other documentation as may be required by MDP.

**9. General and Special Covenants.**

- a. The Grantee and/or its agents are responsible for complying with all federal, State, and local laws applicable to the Project. This responsibility may include, but is not limited to, compliance with local zoning, building, and public safety codes, review by local historic preservation commissions, and federal and State licensing, permitting, and environmental requirements.
- b. TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW WHICH CANNOT BE WAIVED, AND IN CONSIDERATION FOR THE GRANT PROVIDED UNDER THIS AGREEMENT, GRANTEE IRREVOCABLY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED UPON, ARISING OUT OF, RELATING TO OR IN

ANY WAY CONNECTED WITH THIS AGREEMENT. THIS WAIVER IS KNOWINGLY, INTENTIONALLY, AND VOLUNTARILY MADE BY THE GRANTEE. AT ANY TIME AFTER AN EVENT OF DEFAULT UNDER THIS AGREEMENT, THE GRANTEE HEREBY AUTHORIZES AND EMPOWERS ANY ATTORNEY OR CLERK OF ANY COURT OF RECORD WITHIN THE STATE OF MARYLAND TO APPEAR FOR GRANTEE IN ANY COURT OF THE STATE OF MARYLAND IN ONE OR MORE PROCEEDINGS OR BEFORE ANY CLERK THEREOF, AND CONFESS JUDGMENT AGAINST THE GRANTEE WITHOUT PRIOR NOTICE OR OPPORTUNITY FOR PRIOR HEARING, IN FAVOR OF MDP FOR AN AMOUNT EQUAL TO THE GRANT (OR THE DISBURSED PORTION OF THE GRANT IF NOT FULLY DISBURSED), PLUS ALL OTHER AMOUNTS DUE AND PAYABLE BY THE GRANTEE AS SET FORTH HEREIN, COSTS OF SUIT, AND REASONABLE ATTORNEYS' FEES.

- c. Grantee is expressly prohibited from supplanting the Grant funding. Existing funds for the Project activities may not be displaced by the Grant funds and reallocated for Grantee's other organizational expenses. The Grant funds must be used to supplement Grantee's existing federal, State, local, or non-public funds for Project activities. If a question of supplanting arises, Grantee will be required to substantiate that the reduction in federal, State, local or non-public resources occurred for reasons other than the receipt or expected receipt of the Grant funds.
- d. With respect to all Project related (i) public events such as press releases, interviews, ground breaking ceremonies, dedications, media events; and (ii) materials such as programs, videos and/or slide/tape productions, installation of exhibits, signage, and any other materials which are developed with the assistance of the Grant:
  - (i) Grantee shall notify MDP in a timely manner of any public events relating to the Project, and shall provide MDP an opportunity to participate in the event, at MDP's discretion.
  - (ii) Grantee, subgrantees, and any consultant hired by Grantee shall, unless exempted from this requirement by the Project Monitor, include on or in any printed materials or online content created in connection with the Project (i) the Maryland 2020 Census logo which can be accessed and downloaded in multiple formats at <https://planning.maryland.gov/MSDC/Pages/census/census-grant-2020.aspx> and (ii) an acknowledgment of State support with the following content:

*This Project has been financed in part with State funds from Maryland's 2020 Census Grant Program. Project content or opinions do not necessarily reflect the views or policies of the State of Maryland or any of its instrumentalities.*

**10. Grantee's Certifications.**

By executing the Agreement, Grantee certifies to MDP that:



- a. If applicable, Grantee is duly organized and validly existing under the laws of Maryland, or is duly qualified to do business in Maryland, and has all requisite power and authority to enter into and carry out the transactions contemplated by this Agreement;
- b. This Agreement has been duly authorized, executed, and delivered by Grantee in such manner and form as to comply with all applicable laws to make this Agreement the valid and legally binding act and agreement of Grantee;
- c. The representations, statements, and other matters contained in the Agreement and the Grant Application are and remain true and complete in all material respects;
- d. If applicable, Grantee has obtained, or has reasonable assurances that it will obtain, all federal, State, and local government approvals, permits, and reviews which may be required for the Project;
- e. None of Grantee's assignees, designees, agents, members, officers, employees, consultants, or members of its governing body, or any local governmental authority exercising jurisdiction over the Project, and no other public official who exercises or has exercised any functions or responsibilities with respect to the Project during such person's tenure, or who is in a position to participate in a decision-making process or gain inside information with regard to the Project, has or shall have any interest, direct or indirect, in any contract or subcontract or the proceeds thereof, for any work or any activity to be performed in connection with the Project, or receive any benefit therefrom, that is part of the Project at any time during or after such person's tenure. No officer, director, or member of Grantee will personally benefit from the Grant or the Project; and
- f. Grantee has not been, nor currently is, the subject of an investigation by any federal, State, or local governmental entity for alleged criminal or civil violations of laws or regulations enforced by these entities.

**11. Nondiscrimination Provisions; Equal Opportunity Compliance.**

- a. Grantee may not discriminate, and certifies that it prohibits discrimination in leasing or otherwise providing dwelling or public accommodations or in any other aspect of the development, administration, or operation of the Project, or in any aspect of employment by the Grantee or contractor of the Project, on the basis of:
  - (i) age or sex (except with respect to residents in elderly projects or when age or sex constitutes a bona fide occupational qualification), or
  - (ii) race, color, creed, political or religious opinion or affiliation, national origin, sex, sexual orientation, marital status, or physical or mental handicap of a qualified handicapped individual.

- b. Grantee shall comply with the requirements and provisions of MDP's Assurance of Compliance (attached to this Agreement as Attachment 1).
- c. Grantee shall comply with all applicable federal, State, and local laws and departmental policies and programs regarding discrimination and equal opportunity in employment, housing, and credit practices including:
  - (i) Titles VI and VII of the Civil Rights Act of 1964, as amended;
  - (ii) Title VIII of the Civil Rights Act of 1968, as amended;
  - (iii) The Governor's Code of Fair Practices, as amended; and
  - (iv) The State of Maryland's Minority Business Enterprise Program, as amended, if Grantee does not have its own minority business participation program which is acceptable to MDP.
  - (v) Upon MDP's request, Grantee will submit to MDP information relating to its operations, with regard to political or religious opinion or affiliation, sexual orientation, marital status, physical or mental handicap, race, color, creed, sex, age, or national origin on a form to be prescribed by MDP.
  - (vi) Governor's Executive Order 01.01.1989.18 regarding a drug-and alcohol-free workplace and any regulations promulgated thereunder.

**12. Indemnification.**

Grantee releases MDP and the State from, agrees that MDP and the State shall not have any liability for, and agrees to protect, indemnify, and hold the State Units harmless from and against any and all liabilities, suits, actions, claims, demands, losses, expenses, and costs of every kind and nature incurred by, or asserted or imposed against MDP or the State as a result of or in connection with the Project. All monies expended by the State as a result of such liabilities, suits, actions, claims, demands, and costs incurred in enforcing the Agreement, including reasonable attorney's fees, together with interest at a rate not to exceed the maximum interest rate permitted by law, shall constitute an indebtedness of Grantee and shall be immediately and without notice due and payable by Grantee to MDP. This Section shall survive the term of this Agreement.

**13. Insurance.**

- a. Grantee shall obtain general commercial liability, comprehensive public liability, workers' compensation, and other business insurance coverages useful or necessary to carry out the Project, as may be required by MDP, and in the form and amounts required by MDP. If requested by MDP, Grantee must submit evidence of such insurance to the Project Monitor.

- b. Insurance coverages shall be provided by a company that is registered with the Maryland Insurance Agency and authorized to transact business in the State.
- c. To the extent applicable, insurance coverage shall be in force prior to the Project Commencement Date and shall contain terms and coverages satisfactory to MDP. Upon request, Grantee shall name the State as an additional insured under the liability or other business insurance policies.
- d. If Grantee is a local government, the insurance requirements contained herein may be satisfied through evidence of a self-insurance program satisfactory to MDP.

**14. Notices.**

All notices, requests, approvals, and consents of any kind made pursuant to this Agreement shall be in writing and may be made by electronic mail. Any such communication, unless otherwise specified, shall be deemed effective as of the date it is either mailed, postage prepaid, or e-mailed, addressed as follows:

- a. Communications to MDP shall be sent to Sabrina Roundtree, Assistant Grants Manager:

Maryland Historical Trust  
100 Community Place  
Crownsville MD 21032  
Attn: Sabrina Roundtree  
(w) 410 697-9522  
Email: [sabrina.roundtree@maryland.gov](mailto:sabrina.roundtree@maryland.gov)

or to such other person as may be designated by MDP.

- b. Communications to Grantee shall be mailed to:

Mrs. Kelly Henry  
Technical Services Manager, Worcester County Technical Services Division  
Worcester Government Center  
1 West Market Street  
Snow Hill, MD 21863

or to such other person as may be designated by Grantee.

- 15. Further Assurances and Corrective Instruments.** Grantee agrees that it will, from time to time, execute and deliver, or cause to be delivered, such amendments hereto and such further instruments as may be required by MDP to comply with any existing or future State regulations, directives, policies, procedures, and other requirements, or to further the general purposes of this Agreement.

16. **Amendment.** MDP must approve all changes to the Scope of Work, the Project Budget (except as provided in Sections 4.a and 4.b), the Project Timetable, or any other term of this Agreement. Except as provided in Section 1.d. of the Agreement, this Agreement or any part hereof, may be amended from time to time only by a written instrument executed by both of the parties.
17. **Assignment.** This Agreement may not be assigned without MDP's prior written approval.
18. **Severability.** The invalidity of any section, subsection, clause, or provision of this Agreement shall not affect the validity of the remaining sections, subsections, clauses, or provisions hereof.
19. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties and supersedes all prior oral and written agreements between the parties hereto with respect to the Grant.
20. **Pre-Existing Regulations.** In accordance with the provisions of Section 11-206 of the State Finance and Procurement Article, Annotated Code of Maryland, the regulations set forth in Title 21 of the Code of Maryland Regulations (COMAR Title 21) in effect on the Effective Date of this Agreement are applicable to this Agreement.
21. **Governing Law.** This Agreement shall be construed, interpreted, and enforced in accordance with the laws of the State of Maryland (the "State").
22. **Costs.** Grantee shall bear all costs incident to the Grant including, without limitation, fees for permits, licenses, insurance, and Grantee's attorneys' fees, if any.
23. **Acceptance.** Grantee's acceptance of this Agreement shall constitute Grantee's unconditional agreement to comply with the terms and provisions herein, and shall be indicated by signing this Agreement in the place provided below and returning it to MDP to the attention of the Project Monitor.
24. **No Warranty or Representation.** All acts, including any failure to act, relating to the Project, by any agent, representative or designee of the State are performed solely for the benefit of the State to assure the proper expenditure of the Grant and are not for the benefit of any other person.
25. **Voluntary Termination.** MDP and Grantee shall have the right to terminate this Agreement for any reason upon thirty (30) days written notice to the other party. In the event of voluntary termination by MDP, Grantee's authority to request disbursements shall cease and Grantee shall have no right, title or interest in or to any of the Grant funds not yet disbursed to Grantee. At the time of termination, Grantee shall return to MDP any funds disbursed to Grantee but not yet expended by Grantee as authorized by this Agreement.

WITNESS the hands and seals of MDP and the Grantee, as of the Effective Date.

ATTEST/WITNESS:

**COUNTY COMMISSIONERS OF  
WORCESTER COUNTY, MARYLAND**

\_\_\_\_\_  
(Signature)

By: \_\_\_\_\_ (SEAL)  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

WITNESS:

**MARYLAND DEPARTMENT OF PLANNING**

\_\_\_\_\_  
(Signature)

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Date of Execution on behalf of MDP  
(Effective Date)

Approved for form and legal sufficiency  
this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Assistant Attorney General

- Attachments:
- |              |                         |
|--------------|-------------------------|
| Exhibit A    | Project Requirements    |
| Attachment 1 | Assurance of Compliance |

**EXHIBIT A**

**PROJECT REQUIREMENTS**

**SCOPE OF WORK**

Grant funds provided under this Grant Agreement to Grantee shall be used exclusively for outreach efforts that focus on promoting and facilitating responses to the 2020 Census, including for: design and production of printed materials, signage, digital communications, and social media; advertising; postage; and Census promotional events including, as related to such events, supplies, rentals, transportation, fees / sponsorships, and give-aways.

**PROJECT TIMETABLE**

11/1/2019	<b>“PROJECT COMMENCEMENT DATE”</b> – Date on which eligible Grant funded work on the Project may commence with expectations of reimbursement pursuant to the terms of this Agreement.
6/1/2020	<b>“PROJECT COMPLETION DATE”</b> : All work items detailed in <b><u>Exhibit A</u></b> completed. If applicable, Grantee must submit final Project Deliverables to Project Monitor for review and approval. All Project expenses to be reimbursed by Grant funds must be incurred.
8/1/2020	<b>“PROJECT COMPLETION REPORT DUE DATE”</b> ; <b>FINAL DISBURSEMENT REQUEST</b> ; <b>“TERMINATION DATE”</b> : Grantee must submit to Project Monitor the Project Completion Report (as described in <b><u>Exhibit A - Reports</u></b> ), including satisfactory Project Deliverables, if applicable, as well as all required financial documentation, with a completed Request for Final Disbursement. Failure to submit the Project Completion Report may result in the forfeiture and/or recapture of Grant funds.

**DISBURSEMENT SCHEDULE**

Provided that the Grantee is not in default under the Agreement, MDP shall disburse Grant funds on a reimbursement basis pursuant to Section 6 of the Agreement, upon approval by MDP of a complete Request for Disbursement submitted by email to the Project Monitor, or as otherwise directed by the Project Monitor. All Request for Disbursement forms shall be acceptable in form and content to MDP.

1. First Disbursement: 90% of the Grant will be disbursed to the Grantee in a timely manner after execution of this Agreement.

2. Final Disbursement: The remaining 10% of the Grant plus any undisbursed amount will be disbursed to the Grantee upon Grantee's submittal of:
  - a. satisfactory Final Project Deliverables as may be required under the Agreement;
  - b. a Project Completion Report satisfactory in form and content to MDP; and
  - c. a completed Request for Final Disbursement that includes: (i) an accounting of total actual expenditures of the Grant funds to date; and (ii) any further information and documentation requested by MDP.

## **REPORTS**

1. Either MDP or Grantee may request and hold joint meetings for the purpose of reviewing the progress and conduct of the Project.
2. Should the Grantee at any time determine that the Project will not meet established goals within the Project Timetable, the Grantee shall immediately forward a written report to or call for a special meeting with the Project Monitor to determine what actions need to be taken.
3. Grantee shall submit the Project Completion Report electronically to the Project Monitor, or as otherwise directed by the Project Monitor, by the Project Completion Report Due Date set forth in the Project Timetable. The Project Completion Report must be approved by MDP prior to the release of the Final Disbursement of Grant funds. The Project Completion Report is intended to provide a record and capsule summary of the programs and/or projects accomplished during the Grant term. Incomplete reports will be returned, and Grant funds withheld, until all requested corrections are made. The Project Completion Report shall contain the following information:
  - a. One (1) copy of the Project Completion Report with all Project Deliverables, if applicable; and
  - b. A Request for Final Disbursement in form acceptable to MDP with all required or requested information and documentation to support expenditures of all Grant funds and Grantee's Contribution.

## ATTACHMENT 1

### ASSURANCE OF COMPLIANCE WITH EEO, CIVIL RIGHTS, AND DRUG AND ALCOHOL-FREE WORKPLACE REQUIREMENTS

County Commissioners of Worcester County, Maryland (hereinafter called “Grantee”), having its principal address at: Worcester Government Center, 1 West Market Street, Snow Hill, MD 21863,

HEREBY AGREES THAT IT WILL COMPLY WITH:

A. Executive Order 11246, as amended; Title VI of the Civil Rights Act of 1964, as amended (78 Stat. 252; 42 U.S.C. §§2000d et seq.); Title V, Section 504 of the Rehabilitation Act of 1973, as amended (87 Stat. 394; 29 U.S.C. §794); the Age Discrimination Act of 1975 (89 Stat. 728; 42 U.S.C. §§6101 et seq.) (collectively, the “Acts”), to the end that, in accordance with the Acts, no person in the United States shall, on the grounds of race, color, sexual orientation, national origin, disabilities, religion, age or sex be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving Federal financial assistance. Section 504 of the Rehabilitation Act of 1973, as amended, requires that no qualified disabled individual is solely, by reason of disability, excluded from participation in, denied the benefits of, or subjected to discrimination under any program or activity receiving Federal financial assistance. Guidelines for the implementation of Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973, as amended shall be carried out in accordance with relevant Department of the Interior regulations published in 43 CFR 17 and the instructions specified in Chapter 10 of the Historic Preservation Fund Grants Manual.

B. Title VII of the Civil Rights Act of 1964, as amended, to the end that, in accordance with Title VII of that Act, it shall be an unlawful employment practice for an employer:

1. to fail or refuse to hire or to discharge any individual, or otherwise discriminate against any individual with respect to his compensation, terms, conditions, or privileges of employment, because of such individual's race, color, sexual orientation, national origin, disabilities, religion, age or sex; or

2. to limit, segregate, or classify its employees or applicants for employment in any way which would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect his status as an employee because of such individual's race, color, sexual orientation, national origin, disabilities, religion, age or sex;

C. Title VIII of the Civil Rights Act of 1968, as amended, to the end that, it is the policy of the United States to provide, within constitutional limitations, for fair housing throughout the United States;

D. State of Maryland Governor's Code of Fair Employment Practices, as amended.



E. Title 20 of the State Government Article of the Annotated Code of Maryland, as amended, which establishes the Commission on Civil Rights and prohibits discrimination in public accommodations, employment and residential housing practices;

F. State of Maryland Executive Order 01.01.1989.18 relating to drug-free and alcohol-free workplaces for non-State entities, promulgated November 28, 1989;

G. The State Policy on Equal Opportunity in receiving employment (Md. Code Ann., State Gov't Article § 20-602 (2014)), to the end that MDP shall not knowingly approve grants of financial or technical assistance to recipients who are engaged in discriminatory employment practices;

H. If the Grant is over \$200,000 and for a construction project, any State of Maryland Minority Business Enterprise Program which establishes a program to provide opportunities for minority contractors and vendors to participate in this Program; and the minority business enterprise plan submitted by or on behalf of Grantee as approved by the Department of Planning's Equal Opportunity Officer;

I. To the extent applicable, with local, State and federal laws regarding accessibility, including the Architectural Barriers Act of 1968, as amended (42 U.S.C. 4151 et seq.), and Section 502 of the Rehabilitation Act of 1973 as amended, (29 U.S.C. 792), (87 Stat. 394; 29 U.S.C. §794), which require that buildings designed, constructed, or altered with Federal assistance be made accessible to the physically disabled. These Acts also require that public conveyances procured with Federal assistance be readily accessible to, and usable by, physically disabled persons. Minimum accessibility standards for facilities are contained in "Specifications for Making Buildings and Facilities Accessible to, and Usable by, the Physically Disabled" published by the American National Standards Institute (41 CFR 101-19.6, Appendix A). As well, grantees may follow the standards contained in the Americans with Disabilities Act Accessibility Guidelines (28 CFR 36, Appendix A). These provisions are applicable to building or facilities owned or occupied by grantees/subgrantees which are intended to be accessible to the general public and which receive NMHA grant assistance (Refer to 36 CFR 1150, 1190, and the Historic Preservation Fund Grants Manual);

J. Federal Executive Order 11246 — Equal Employment Opportunity, which appear at 30 FR 12319, 12935, 3 CFR, 1964-1965 Comp., p.339, unless otherwise noted;

K. With all other State and federal laws and regulations prohibiting discrimination on the grounds of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, gender identity, or disability.

GRANTEE HEREBY GIVES ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

THIS ASSURANCE is given this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, in consideration of and for the purpose of obtaining, and shall continue for the period of, State financial or technical assistance extended after the date hereof to or on behalf of Grantee by MDP. Grantee recognizes and agrees that such State financial or technical assistance will be extended in reliance on the representations and agreements made in this Assurance. This Assurance is binding on Grantee, its successors, transferees, and assignees. Grantee further warrants that the person or persons whose signatures appear below are authorized to sign this Assurance on behalf of Grantee.

WITNESS:

GRANTEE: COUNTY COMMISSIONERS OF  
WORCESTER COUNTY, MARYLAND

\_\_\_\_\_  
(Signature)

By: \_\_\_\_\_

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

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



---

**Maryland**  
**DEPARTMENT OF PLANNING**  
**MARYLAND HISTORICAL TRUST**

Mrs. Kelly Henry, Technical Services Manager,  
Worcester County Technical Services Division  
Worcester County  
Worcester Government Center  
1 West Market Street  
Snow Hill, MD 21863

Dear Mrs. Henry:

Congratulations on receiving a FY2020 Maryland Census Grant in the amount of \$20,000.00 for conducting outreach efforts that focus on promoting and facilitating responses to the 2020 Census.

The Grant Agreement for your project is enclosed. In the Grant Agreement, please pay special attention to the project-specific information included in Exhibit A, particularly the Scope of Work. The Scope of Work is intended to cover all expenses to be paid out of the grant funds. Please let me know if you have questions or if changes are needed. As you work toward completion of your grant project, be sure to notify me of any additions to or deletions from your Scope of Work, or any changes to your project timeline.

You will find enclosed one copy of the complete Grant Agreement and one additional set of signature pages. The Grant Agreement must be signed where indicated by a person legally authorized to enter into contracts for Worcester County. Within 30 days, please return the hard copy of the complete Grant Agreement and both copies of signature pages to me. As soon as our Attorney and Secretary sign the Grant Agreement, I will return a fully executed electronic copy to you for your files.

Also enclosed is a Request for Disbursement Form. You must fill out the form as indicated and return that to me so that we may process your first disbursement. Your first disbursement, 90% of the total grant amount, should reach you 30 to 45 days after we are able to encumber funds for your grant project. Funds may be encumbered after MDP's

Secretary's signature of the Grant Agreement. Therefore, it is important for you to sign and return the Grant Agreement as soon as possible. As a reminder, costs incurred prior to November 1, 2019 will not be reimbursed.

A memo entitled "Grantee Responsibilities for Financial Reporting" is also enclosed for your review. Please review this carefully and make members of your organization aware of the requirements. This memo, along with the required Final Report form, Request for Disbursement form, and sample volunteer time log are posted on our Census Grants page at:

<https://planning.maryland.gov/MSDC/Pages/census/census-grant-2020.aspx>

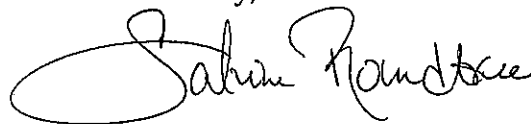
In your reports, you will be asked to report on up to five metrics which are specific to your project. I have developed these based on your grant application, and they are listed below:

- quantity / venue of advertising
- number of events hosted / attended and number of attendees reached
- social media / website / app hits or clicks
- number of households reached via flyers

As your project progresses, please let me know if you would like to discuss any changes to the metrics. We want to make sure the metrics are relevant to your project's goals and accomplishments.

Finally, as you begin your project activities, please keep in mind that many organizations across the State are engaging in Census outreach activities. We encourage you to partner with other organizations in accomplishing shared goals. We look forward to working with you on this important project. If you have any questions, please contact me.

Sincerely,



Sabrina Roundtree  
Assistant Grants Manager  
Maryland Historical Trust  
410-697-9622  
sabrina.roundtree@maryland.gov



Larry Hogan, Governor  
Boyd Rutherford, Lt. Governor

Robert S. McCord, Secretary  
Sandy Schrader, Deputy Secretary

**MEMORANDUM**

**TO: FY 2020 CENSUS GRANTEES**

**FROM: MARYLAND DEPARTMENT OF PLANNING / MARYLAND HISTORICAL TRUST**

**RE: GRANTEE RESPONSIBILITIES FOR FINANCIAL REPORTING**

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Congratulations on your grant award! We are excited to work with you on your project and want to ensure that you understand your responsibilities as stewards of State money as you begin work.

All grants administered through the Maryland Department of Planning (MDP) and the Maryland Historical Trust (MHT) represent a partnership between your organization and the State of Maryland to support projects that benefit Maryland taxpayers. The details of that partnership are described not only in the grant guidelines and your grant application, but also in the grant agreement. These documents include your responsibilities as the grantee, as well as the regulatory guidelines of the grant program, and grant management best practices. It is important that you and your colleagues review and understand these documents, particularly the grant agreement, to ensure you understand the terms of your grant.

This memo specifically discusses your financial responsibilities as a State grantee. As a grantee, you are expected to run cost efficient operations and to ensure that grant funds are spent only on necessary goods and services that are fairly and reasonably priced. Your documentation of expenditures and products developed throughout the grant project should allow you to defend your use of the public funds entrusted to you and must stand up to public scrutiny.

The following guidelines will help you understand the types of records MHT expects you to retain and provide upon request to document your grant expenditures, as well as some suggestions to help make the documentation process easier as the project progresses.

### **Approved Scope of Work**

Unless written approval is obtained from MHT, you must use the grant funds and grantee's contribution (matching funds) as detailed in the approved project scope of work in the grant agreement. If you wish to add or remove items from your scope of work, you must obtain approval from MHT.

### **Requests for Disbursement**

Once your grant agreement has been signed by a designee of the Secretary of MDP and is in effect, grant disbursements will be made as the project progresses, according to the disbursement schedule established in the grant agreement. Disbursement will occur based upon requests for disbursement submitted by the grantee in a form satisfactory to MHT and upon fulfillment of the other requirements of the grant agreement, which include:

1. A satisfactory, program-specific report, and
2. A completed Request for Disbursement form, including:
  - a. An accounting of total actual expenditures to date, according to scope items in the "Project Summary" in **Exhibit A – Project Requirements**.

MHT reserves the right to withhold disbursement of grant funds if you have not incurred sufficient project costs by the date of the Request for Disbursement.

When reviewing your request for disbursement, we will ask the following questions:

1. Is the cost eligible? Has it been incurred in the grant period? Is it related to the approved scope of work? And, has it been approved in the project budget? (See your grant agreement for approved grant period, project scope and budget.)
2. Is the cost necessary? – If there were no grant funds involved, would the cost have had to be incurred, or incurred at the amount stated?
3. Is the cost reasonable? – Has it been competitively procured, or competitively priced with known costs for the same item or service in the area?  
(Reasonable and necessary often go hand in hand, but you always ask if it is necessary before you ask whether it is reasonable.)
4. Is the cost verifiable? – Do original source documents exist for the costs incurred that identify it as a grant charge, approves it as a grant charge and proves it has been paid as a grant charge?

## Documentation of Expenditures

You **must** retain the following records, and provide them upon request:

- **Proof of grant expenses, both grant-funded and grantee contributed.**
  - For cash expenditures, retain copies of your paid invoices, receipts, timesheets (if using staff time as cash match) and/or contracts supporting the cost breakdown in your approved grant budget. Documentation should show what was purchased or funded, when it was purchased, or when the work was completed, and how much it cost. Quickbooks and other accounting system printouts are not sufficient documentation, unless your organization is a government agency using a government agency system print-out.
  - For donated services or materials, vouchers or other official documentation must be provided to verify that the goods or services being claimed were received by the Grantee and have been valued according to reasonable market rate costs previously approved in the Project Budget. Staff and/or volunteer time contributions must also be documented by a time sheet or spreadsheet that includes the rate used to calculate the value. The value of unpaid volunteer time can be valued at the current rate of volunteer time for Maryland set by the organization Independent Sector ([http://independentsector.org/volunteer\\_time](http://independentsector.org/volunteer_time)).
- **Proof of payment for all bills incurred.** This normally means copies of payment receipts, canceled checks (both sides) or bank statements showing payment. (NOTE: If you are a government agency, you may substitute accounting system reports, if the grant is assigned to a dedicated account.) This should be accompanied by the purchase orders, receiving reports, requisitions, or internal memoranda from which the posting to the account was made. The proof of payment should align with the documentation of your expenditures, and with the approved grant budget.

### A Few Notes on Documenting Grant Expenditures

The easiest way to document grant expenditures is to record them when they are incurred. This means timesheets should be filled in daily, mileage recorded daily, and receipts saved (especially for items which may later be billed against a purchase order or recorded on a monthly bill), including cash register receipts (even if you must write on them what was purchased).

A receipt solves many problems, which become more difficult the further along you are in the payments process. It solves who authorized or created the charge, identifies what was purchased or contributed, dates the charge, and establishes the amount.

If you work back from a dedicated account ledger or printout and you didn't keep copies of what you sent through the system for payment or recording, it may be difficult to identify the charge if the ledger gives you summary payments. Depending on the size of the system, it may be difficult to retrieve original documentation. Remember that a ledger shows only where a cost was coded for payment, not

whether it was eligible to be charged there. Recreating charges after the fact is difficult and takes a lot of time.

### **Submitting Proof of Expenditure**

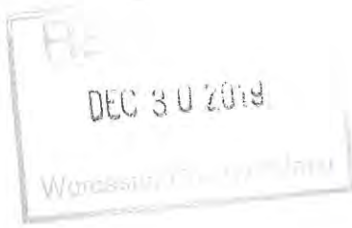
All FY 2020 Census grantees are subject to a spot-check, and will be randomly selected to provide full financial documentation of their expenditures. This spot-check will be conducted on 5% of grantees. If your project is randomly selected, you will be notified prior to submission of your final report that you must include, in addition to your Request for Disbursement form, all proof of grant and grantee contribution expenditures.

Regardless of whether or not you are selected to submit proof of expenditure, you still must retain these records, as your files are subject to audit and must be retained for five years from the project completion date.

**Failure to submit documentation could result in recapture of your grant funds and cancellation of your grant. It is critical that you retain these records.**

Your MHT Project Monitor will be more than happy to answer any questions you may have regarding your financial reporting requirements.





11

BILLY BIRCH  
DIRECTOR

EMERGENCY SERVICES  
**Worcester County**  
GOVERNMENT CENTER  
ONE WEST MARKET STREET, ROOM 1002  
SNOW HILL, MARYLAND 21863-1193  
TEL: 410-632-1311  
FAX: 410-632-4686

To: Harold Higgins, Chief Administrative Officer  
From: Billy Birch, Director of Emergency Services  
Re: Emergency Number Systems Board Project 17-195 – Reimbursement Correction  
Date: 23 December 2019

---

The Department of Emergency Services (DES) is actively working with the Emergency Number Systems Board (ENSB) on reimbursement for Project 17-195. This project built the Worcester County Public Network, the fiber optic network that carries all Worcester County wide-area network communications and was jointly funded with funding from the Department of Homeland Security, 9-1-1 trust fund and local funding sources. We, (Worcester County), paid an invoice in the amount of \$77,326.80 that should have been paid for by ENSB. The ENSB paid an invoice in the amount of \$24,885.79, which DES should have paid. This will be corrected and reimbursement made within 45 days.

I am available to answer any questions that may arise, at your convenience.

I am available to answer any questions that may arise at your convenience.

Attachment (1)



**Worcester County  
Department of Emergency Services  
1 West Market Street, Room 1002  
Snow Hill, MD 21863  
410-632-3080  
410-632-2141 fax**

December 18, 2019

Emergency Number Systems Board  
300 East Joppa Rd., Suite 1000  
Towson, Maryland 21826-3068  
Attn: Scott Roper

Request for Reimbursement for Project Number 17-195

Dear Mr. Roper,

Project 17-195 was recently approved for extension in order to correct an error that had occurred during the previous administration. We paid an invoice in the amount of \$77,326.80 that was approved to be paid by the ENSB while sending an invoice in the amount of \$24,885.79 to ENSB for payment that should have been ours to pay. I have previously sent you copies of the invoices along with the cancelled check.

Please accept this request for reimbursement in the amount of \$52,441.01 to rectify this error. As always, I am available to answer any questions.

Respectfully,

A handwritten signature in black ink, appearing to read "Timothy E. Coale".


Timothy E. Coale  
Communications Center Manager



12

BILLY BIRCH  
DIRECTOR

EMERGENCY SERVICES  
**Worcester County**  
GOVERNMENT CENTER  
ONE WEST MARKET STREET, ROOM 1002  
SNOW HILL, MARYLAND 21863-1193  
TEL: 410-632-1311  
FAX: 410-632-4686

To: Harold Higgins, Chief Administrative Officer  
From: Billy Birch, Director of Emergency Services   
Re: Emergency Number Systems Board project 20-01 ComTech Corp. – PSAP circuit fees  
Date: 23 December 2019

---

The Department of Emergency Services (DES), with the assistance of the Emergency Number Systems Board (ENSB), is seeking your approval of project 20-01, in the amount of \$22,767.12, for Comtech Telecommunications Corp. to pay for PSAP circuit fees. This will be a direct invoice to the ENSB requiring no funds from DES.

I am available to answer any questions that may arise at your convenience.

Attachment (1)



**Worcester County  
Department of Emergency Services  
1 West Market Street, Room 1002  
Snow Hill, MD 21863  
410-632-3080  
410-632-2141 fax**

October 23, 2019

Emergency Number Systems Board  
300 East Joppa Rd., Suite 1000  
Towson, Maryland 21826-3068  
Attn: Scott Roper

Job #20-01

Dear Mr. Roper,

Please find enclosed the invoice (04INV-000036461) from Comtech Telecommunications Corp. for monthly PSAP circuit fees in the amount of \$22,767.12. Please have the check cut to Comtech Telecommunications Corp. for these services.

If there are any questions please feel free to contact me.

Respectfully,

A handwritten signature in black ink, appearing to read "Timothy E. Coale".

Timothy E. Coale  
Communications Center Manager



2401 Elliott Ave., 2nd Floor, Seattle, WA 98121

# INVOICE

Invoice Number: 04INV-000036461  
 Invoice Date: 1/28/19  
 Terms: NET 30  
 Due Date: 2/27/19  
 Carrier ID: 04\_NXMARYLD  
 Carrier Name: State of Maryland SCSPD  
 Sales Order #: S04-037200

**BILL TO:**

State of Maryland in care of Worcester  
 County Department of Emergency Services  
 1 W. Market Street, Rm. 1002  
 Snow Hill, MD 21863

**REMIT TO:**

TeleCommunication Systems, Inc  
 Attn: Accounts Receivable  
 Dept. CH 17168  
 Palatine, IL 60055-7168

\*\*\*CONFIDENTIAL\*\*\*

Billing Inquiries: Li Fu (206-792-2459)

**January 2019 - Monthly Network Fees**

Ln	Invoice Line Description	Price	Qty	Total
1	Retroactive Monthly Circuit Fee <i>1 W Market ST Room 1002, Snow Hill Jun 2018 to Dec 2018</i>	573.63	7.00	4,015.41
2	Retroactive Monthly Circuit Fee <i>6841 Central Site Ln, Newark Jun 2018 to Dec 2018</i>	1,319.50	7.00	9,236.50
3	Monthly Circuit Fee <i>1 W Market ST Room 1002, Snow Hill Jan 2019 to May 2019</i>	573.63	5.00	2,868.15
4	Monthly Circuit Fee <i>6841 Central Site Ln, Newark Jan 2019 to May 2019</i>	1,319.50	5.00	6,597.50
5	Circuit Setup fees	49.56	1.00	49.56
			<b>Invoice Total</b>	<b>\$22,767.12</b>

DEC 30 2019  
Worcester



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BILLY BIRCH  
DIRECTOR

EMERGENCY SERVICES  
**Worcester County**  
GOVERNMENT CENTER  
ONE WEST MARKET STREET, ROOM 1002  
SNOW HILL, MARYLAND 21863-1193  
TEL: 410-632-1311  
FAX: 410-632-4686

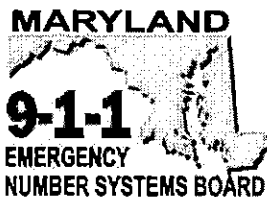
To: Harold Higgins, Chief Administrative Officer  
From: Billy Birch, Director of Emergency Services  
Re: Emergency Number Systems Board project 20-063 – Replacement Chairs  
Date: 23 December 2019

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The Department of Emergency Services (DES) with the assistance of the Emergency Number Systems Board (ENSB) is seeking your approval of project 20-063 in the amount of \$9,765.53 for 8 – replacement chairs for our Public Safety Answering Point (PSAP). This will be a direct invoice to the ENSB requiring no funds from DES.

I am available to answer any questions that may arise at your convenience.

Attachment (1)



## Department of Public Safety and Correctional Services

### Emergency Number Systems Board

300 East Joppa Road – Suite 1000, Towson, Maryland 21286-3068  
(410) 339-6383 • FAX (410) 339-8308 • www.dpccs.state.md.us/ensb/

STATE OF MARYLAND

LAWRENCE J HOGAN, JR.  
GOVERNOR

BOYD K. RUTHERFORD  
LT. GOVERNOR

ROBERT L. GREEN  
SECRETARY

CHRISTOPHER McCULLY  
DEPUTY SECRETARY  
ADMINISTRATION

ANTHONY MYERS  
CHAIRMAN

SCOTT ROPER  
EXECUTIVE DIRECTOR

JUMARY WEST  
FISCAL COORDINATOR

September 16, 2019

Mr. Timothy E. Coale  
Worcester County 9-1-1 Center  
1 West Market Street  
Courthouse Room 1002  
Snow Hill, MD 21863

RE: ENSB Project # 20-063 Worcester County

Dear Mr. Coale:

Under authority granted by the Board, The Office of the Executive Director has approved your request to purchase Chairs for your county's PSAP in an amount not to exceed \$9,765.53, per your County's request. This funding is contingent upon the availability of funds in the Trust Fund.

The Board has established certain time limits concerning funding. Per these time limits you must award a contract for this project within six months from the date of this letter and the project must be completed within one year of the date of this letter. If these deadlines are not met you must appear before the Board to justify their continued funding of this project.

Once the entire project or billable portion has been completed you can be reimbursed for the costs or the Board can pay the vendor directly. If you want to be reimbursed please send me a letter specifying the amount of the reimbursement and include a copy of the invoice and a copy of the cancelled check (both sides) along with the county's federal tax ID number. If you want the Board to pay the bill directly forward the invoice accompanied by a letter specifying that the materials or services have been received/installed to your satisfaction, specifying the amount to be paid, and requesting direct payment. The invoice will then be processed for payment directly from the Trust Fund account. **The vendor's/county's Federal ID number must be included or the package will be returned without being processed.**

Thank you for your patience in this matter. Should you have any additional questions, please feel free to contact me at 410-339-6305.

Sincerely,

A handwritten signature in black ink, appearing to read "Scott Roper".

Scott Roper, Executive Director  
Emergency Number Systems Board



**Worcester County  
Department of Emergency Services  
1 West Market Street, Room 1002  
Snow Hill, MD 21863  
410-632-3080  
410-632-2141 fax**

September 11, 2019

Emergency Number Systems Board  
300 East Joppa Rd., Suite 1000  
Towson, Maryland 21826-3068  
Attn: Scott Roper

Request for Project Number

Dear Mr. Roper,

I am requesting a project number for the purchase of chairs for our center. Our records show that we have requested six chairs within the last four years, all for our center. We are requesting funding as follows:

- 4 Nightingale 6200TDI w/Grade 6 Fabric. List price is \$2,325.00/ea. Contract price is \$1,360.13/ea for a total requested \$5,440.52.
- 1 Saxon High Back Heavy Duty Multi-Tilter (2512-3). List price is \$1,423. Contract price is \$630.39 for a total of \$630.39.
- 3 Concorde High Back 24hr Executive Synchro-Tilter, Deep Seat. List price is \$2,780. Contract price is \$1,231.54 for a total of \$3,694.62.

The total amount requested for this project is \$9,765.53.

As always, thank you for your time and attention in this matter.

Sincerely,

A handwritten signature in black ink, appearing to read "Timothy E. Coale".

Timothy E. Coale  
Communications Center Manager





EMERGENCY SERVICES

# Worcester County

GOVERNMENT CENTER  
ONE WEST MARKET STREET, ROOM 1002

SNOW HILL, MARYLAND 21863-1193

TEL: 410-632-1311

FAX: 410-632-4686

14

BILLY BIRCH  
DIRECTOR

To: Harold Higgins, Chief Administrative Officer

From: Billy Birch, Director of Emergency Services

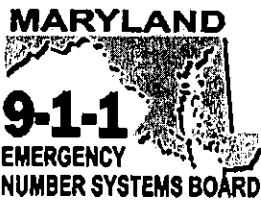
Re: Emergency Number Systems Board project 20-069 – Replacement Chairs (MSP Berlin Barracks, Ocean Pines, and Ocean City)

Date: 23 December 2019

The Department of Emergency Services (DES) with the assistance of the Emergency Number Systems Board (ENSB) is seeking your approval of project 20-069 in the amount of \$20,634.01 for 2 - chairs for MSP Berlin Barracks (\$2,463.08), 1 chair for Ocean Pines PD (\$1,360.13), and 14 chairs for Ocean City Department of Emergency Services Dispatch Center (\$16,810.80). As the primary PSAP for the county, these items are allowable reimbursement the ENSB will cover. This will be a direct invoice to the ENSB requiring no funds from DES.

I am available to answer any questions that may arise at your convenience.

Attachment (1)



## Department of Public Safety and Correctional Services

Emergency Number Systems Board  
300 East Joppa Road – Suite 1000, Towson, Maryland 21286-3068  
(410) 339-6383 • FAX (410) 339-8308 • www.dpscs.state.md.us/ensb/

STATE OF MARYLAND

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LT. GOVERNOR

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DEPUTY SECRETARY  
ADMINISTRATION

ANTHONY MYERS  
CHAIRMAN

SCOTT ROPER  
EXECUTIVE DIRECTOR

JUMARY WEST  
FISCAL COORDINATOR

October 28, 2019

Mr. Timothy Coale  
Worcester Co. Dept. of Emerg. Serv.  
1 West Market Street  
Courthouse Room 1002  
Snow Hill, MD 21863

RE: ENSB Project # 20-069 Worcester County

Dear Mr. Coale:

This will confirm the Board's decision during its October 24, 2019 meeting, to fund up to \$20,634.01 for Chairs – Secondary PSAPs (Project # 20-069), per your request. This funding is contingent upon the availability of funds in the Trust Fund.

The Board has established certain time limits concerning funding. Per these time limits you must award a contract for this project within six months from the date of this letter and the project must be completed within one year of the date of this letter. If these deadlines are not met, you must notify the Office of the Executive Director and may be required to appear before the Board to explain the circumstance surrounding the delay of this project.

Once the entire project or billable portion has been completed you can be reimbursed for the costs or the Board can pay the vendor directly. If you want to be reimbursed please send me a letter specifying the amount of the reimbursement and include a copy of the invoice and a copy of the cancelled check (both sides) along with the county's federal tax ID number. If you want the Board to pay the bill directly forward the invoice accompanied by a letter specifying that the materials or services have been received/installed to your satisfaction, specifying the amount to be paid, and requesting direct payment. The invoice will then be processed for payment directly from the Trust Fund account. **The vendor's/county's Federal ID number must be included or the package will be returned without being processed.**

Thank you for your patience in this matter. Should you have any additional questions, please feel free to contact me at 410-339-6383.

Sincerely,

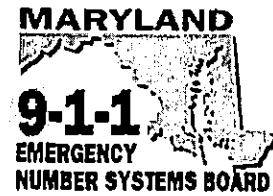
A handwritten signature in black ink, appearing to read "Scott Roper".

Scott Roper, Executive Director  
Emergency Number Systems Board

# EMERGENCY NUMBER SYSTEMS BOARD

## REQUEST FOR PROJECT FUNDING FROM MARYLAND'S 9-1-1 TRUST FUND

Revised 7/1/2007



Funding requests can only be made through the PSAP Director or 9-1-1 Administrator of the affected county or Baltimore City. Funding requests should be received no later than one week before the Board Meeting at which the request will be presented.

Total Funding Request: 20,634.01

Date: 09-23-2019

County: Worcester

### Items The Trust Fund Does Not Fund

- Funding that does not directly relate to answering and processing 9-1-1 calls
- Service or maintenance contracts beyond the initial warranty period
- Personnel salary or overtime costs
- Computer Aided Dispatch (CAD) Systems
- Public-Safety Radio Communications Systems
- Other equipment associated with police, fire, or EMS personnel "responding" to requests for emergency service

### DESCRIBE PROJECT FUNDING REQUEST

Describe the Nature of the Improvement/Enhancement/Replacement Being Requested:

I am requesting approval and a project number for the purchase of chairs to be used in the dispatch centers for three of our secondary PSAPS (MSP-Berlin, Ocean Pines PD and Ocean City). These chairs will be used to replace chairs that are in poor condition and will only be utilized at 911 phone positions. We are requesting funding as follows:

For MSP-Berlin:

- 2 Concorde High Back 24-hour Executive Synchro-Tilter, Deep Seat. List Price is \$2,780/ea. Contract Price is \$1,231.54/ea. for a total of \$2,463.08.

For Ocean Pines PD:

- 1 Nightengale 6200TDI w/Grade 6 Fabric. List price is \$2,325.00/ea. Contract price is \$1,360.13/ea. for a total of \$1,360.13.

For Ocean City:

- 6 Nightengale 6200TDI w/Grade 6 Fabric. List price is \$2,325.00/ea. Contract price is \$1,360.13/ea. for a total of \$8,160.78.
- 2 Saxon High Back Heavy Duty Multi-Tilter (2512-3). List price is \$1,423.00/ea. Contract price is \$630.39/ea for a total of \$1,260.78.
- 6 Concorde High Back 24-hour Executive Synchro-Tilter, Deep Seat. List Price is \$2,780/ea. Contract Price is \$1,231.54/ea. for a total of \$7,389.24.

The total amount requested for this project is \$20,634.01.

As always, thank you for your time and attention in this matter.

**Attach Additional Pages as Necessary**



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BILLY BIRCH  
DIRECTOR

EMERGENCY SERVICES  
**Worcester County**

GOVERNMENT CENTER  
ONE WEST MARKET STREET, ROOM 1002  
SNOW HILL, MARYLAND 21863-1193  
TEL: 410-632-1311  
FAX: 410-632-4686

To: Harold Higgins, Chief Administrative Officer  
From: Billy Birch, Director of Emergency Services *qub*  
Re: Emergency Number Systems Board Project 20-068 Criticall 9-1-1 Specialist Testing Software  
Date: 23 December 2019

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The Department of Emergency Services (DES) with the assistance of the Emergency Number Systems Board (ENSB) is seeking your approval of Project 20-068. This project will pay \$2,595.00 for Criticall 9-1-1 Specialist Testing Software. This will be a direct invoice to the ENSB requiring no funds from DES.

I am available to answer any questions that may arise at your convenience.

Attachment (1)

MARYLAND

**9-1-1**  
EMERGENCY  
NUMBER SYSTEMS BOARD

STATE OF MARYLAND

LAWRENCE J HOGAN, JR.  
GOVERNOR

BOYD K. RUTHERFORD  
LT. GOVERNOR

ROBERT L. GREEN  
SECRETARY

CHRISTOPHER McCULLY  
DEPUTY SECRETARY  
ADMINISTRATION

ANTHONY MYERS  
CHAIRMAN

SCOTT ROPER  
EXECUTIVE DIRECTOR

JUMARY WEST  
FISCAL COORDINATOR

## Department of Public Safety and Correctional Services

### Emergency Number Systems Board

300 East Joppa Road – Suite 1000, Towson, Maryland 21286-3068  
(410) 339-6363 • FAX (410) 339-6308 • www.dpccs.state.md.us/ensb/

October 28, 2019

Mr. Timothy Coale  
Worcester Co. Dept. of Emerg. Serv.  
1 West Market Street  
Courthouse Room 1002  
Snow Hill, MD 21863

RE: ENSB Project # 20-068 Worcester County

Dear Mr. Coale:

This will confirm the Board's decision during its October 24, 2019 meeting, to fund up to \$2,595.00 for a Critical 9-1-1 Specialist Testing Software (Project # 20-068), per your request. This funding is contingent upon the availability of funds in the Trust Fund.

The Board has established certain time limits concerning funding. Per these time limits you must award a contract for this project within six months from the date of this letter and the project must be completed within one year of the date of this letter. If these deadlines are not met, you must notify the Office of the Executive Director and may be required to appear before the Board to explain the circumstance surrounding the delay of this project.

Once the entire project or billable portion has been completed you can be reimbursed for the costs or the Board can pay the vendor directly. If you want to be reimbursed please send me a letter specifying the amount of the reimbursement and include a copy of the invoice and a copy of the cancelled check (both sides) along with the county's federal tax ID number. If you want the Board to pay the bill directly forward the invoice accompanied by a letter specifying that the materials or services have been received/installed to your satisfaction, specifying the amount to be paid, and requesting direct payment. The invoice will then be processed for payment directly from the Trust Fund account. **The vendor's/county's Federal ID number must be included or the package will be returned without being processed.**

Thank you for your patience in this matter. Should you have any additional questions, please feel free to contact me at 410-339-6383.

Sincerely,



Scott Roper, Executive Director  
Emergency Number Systems Board



*Biddle Consulting Group, Inc.*

193 Blue Ravine Road, Suite 270

Folsom, CA. 95630-4760

(800) 999-0438

[www.biddle.com](http://www.biddle.com)

**CritiCall® Annual Software - Annual License Quote**

**Worcester County Department of Emergency Services**

**1 W. Market Street, Room 1002**

**Snow Hill, MD 21863**

Please see the following quote for the annual license of the CritiCall Testing Software. This annual network license will allow the above agency to use CritiCall software for testing an unlimited number of dispatch candidates on any number of available test stations at one location.

**\* Price Quote valid through October 31, 2019**

CritiCall Software Annual License	\$2,595.00	Unlimited Test Station License Annual Fee
CritiCall Elite Premium Customer Service Support	INCLUDED	Includes Unlimited Technical Support, Training, Updates and Upgrades
3 Headsets	INCLUDED	
Shipping	\$0	FedEx Ground
<b>TOTAL VALUE PER YEAR</b>	<b>\$2,595.00</b>	<b>Billed Net 30</b>

\* Agencies that relicense the software year after year are able to do so with the annual license fees being fixed at the current, quoted rate. Agencies that opt to not relicense CritiCall may relicense at any time in the future, but at the then current license fees plus a 20% account reactivation fee.

**Kim Ward, CritiCall Account Manager**

Biddle Consulting Group

193 Blue Ravine Road, Suite 270

Folsom, CA 95630

Phone: (800) 999-0438 ext. 139 Fax: (916) 294-4255



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BILLY BIRCH  
DIRECTOR

EMERGENCY SERVICES  
**Worcester County**  
GOVERNMENT CENTER  
ONE WEST MARKET STREET, ROOM 1002  
SNOW HILL, MARYLAND 21863-1193  
TEL: 410-632-1311  
FAX: 410-632-4686

To: Harold Higgins, Chief Administrative Officer  
From: Billy Birch, Director of Emergency Services   
Re: Emergency Number Systems Board Project 20-091 "A Victim's Plea" Denise Amber Lee  
Date: 23 December 2019

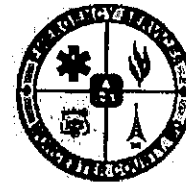
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The Department of Emergency Services (DES) with the assistance of the Emergency Number Systems Board (ENSB) is seeking your approval of Project 20-091. This project will pay for a Denise Amber Lee Foundation 8 hour training session for Worcester and Harford Counties. The cost for this training is \$10,000 and will provide training here on January 15<sup>th</sup> and Harford on January 16<sup>th</sup>. This training will be paid for by the ENSB and will be offered to all Maryland Counties at either session. This will be a direct invoice to the ENSB requiring no funds from DES.

I am available to answer any questions that may arise at your convenience.

Attachment (3)





**Worcester County  
Department of Emergency Services  
1 West Market Street, Room 1002  
Snow Hill, MD 21863  
410-632-3080  
410-632-2141 fax**

December 18, 2019

Emergency Number Systems Board  
300 East Joppa Rd., Suite 1000  
Towson, Maryland 21286-3068  
Attn: Scott Roper

Request for Payment, Project Number 20-091

Dear Mr. Roper,

This letter is requesting payment directly to the Denise Amber Lee Foundation for invoice numbers 915 and 916 for the total amount of \$10,000.00. I have included the invoices with this letter.

The Foundation will present "A Victim's Plea" in Worcester County on January 15<sup>th</sup> and in Harford County on January 16<sup>th</sup>.

Payment shall exhaust approved funds and the project may be closed out.

Feel free to contact me with any questions.

Sincerely,

Timothy E. Coale  
Communications Center Manager

Denise Amber Lee Foundation, Inc.  
P.O. Box 781  
Englewood, FL 34295 US  
marklee@deniseamberlee.org



# INVOICE

**BILL TO**  
Worcester County Dept. of  
Emergency Communications  
One W. Street, Room 1002  
Snow Hill, Maryland 21863

**INVOICE #** 915  
**DATE** 12/02/2019  
**DUE DATE** 01/01/2020  
**TERMS** Due on receipt

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DESCRIPTION	QTY	RATE	AMOUNT
<b>Course</b> One full day presentation of "A Victim's Plea, Meeting Expectations" in Worcester County, MD on January 15th, 2020.	1	5,000.00	5,000.00

Thanks for supporting our mission!

**BALANCE DUE**

**\$5,000.00**

Denise Amber Lee Foundation, Inc.  
P.O. Box 781  
Englewood, FL 34295 US  
marklee@deniseamberlee.org



# INVOICE

**BILL TO**

Harford County  
Communications and  
Dispatch Center  
2220 Ady Road  
Forest Hill, Maryland 21050

**INVOICE #** 916

**DATE** 12/02/2019

**DUE DATE** 01/01/2020

**TERMS** Net 30

---

DESCRIPTION	QTY	RATE	AMOUNT
<b>Course</b> One full day presentation of "A Victim's Plea, Meeting Expectations" in Forest Hill Maryland on January 16th, 2020.	1	5,000.00	5,000.00

Thanks for supporting our mission!

**BALANCE DUE**

**\$5,000.00**



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BILLY BIRCH  
DIRECTOR

EMERGENCY SERVICES  
**Worcester County**  
GOVERNMENT CENTER  
ONE WEST MARKET STREET, ROOM 1002  
SNOW HILL, MARYLAND 21863-1193  
TEL: 410-632-1311  
FAX: 410-632-4686

To: Harold Higgins, Chief Administrative Officer  
From: Billy Birch, Director of Emergency Services *(JMB)*  
Re: Emergency Number Systems Board – 10 Replacement Headsets  
Date: 23 December 2019

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The Department of Emergency Services (DES), with the assistance of the Emergency Number Systems Board (ENSB), is seeking your approval of 10 - Plantronics Encore Pro HW710 Headsets in the amount of \$869.50. In the past, DES has paid for these headsets out of pocket. After some funding research, DES has discovered the headsets are an allowable reimbursement through the ENSB. With your permission, we will purchase the headsets and be reimbursed by the ENSB.

I am available to answer any questions that may arise, at your convenience.

Attachment (1)



**Worcester County  
Department of Emergency Services  
1 West Market Street, Room 1002  
Snow Hill, MD 21863  
410-632-3080  
410-632-2141 fax**

December 7, 2019

Emergency Number Systems Board  
300 East Joppa Rd., Suite 1000  
Towson, Maryland 21826-3068  
Attn: Scott Roper

Dear Mr. Roper,

I am requesting approval and project number for the purchase of ten additional Plantronics Encore Pro HW710 Mono headsets.

We recently purchased twenty headsets, ten for us and ten for Ocean Pines PD. We have issued seven of our ten headsets to new hires and to replace malfunctioning/broken headsets. (FYI, the prior administration had been purchasing refurbished headsets, of which some were incompatible with our radio system. To my knowledge, the County paid for those items.)

I now have three spare headsets and I am in the process of bringing on two new employees that will drop that number to one spare headset. We are also attempting to hire two additional part-time dispatchers, requiring the purchase of one headset. By purchasing ten headsets, I hope to hold nine spares to cover growth and broken units.

I have included a quote for \$86.95 per headset for a total of \$869.50.

Thank you and if there are any questions please feel free to contact me.

Respectfully,

A handwritten signature in black ink, appearing to read "Timothy E. Coale".

Timothy E. Coale  
Communications Center Manager

**Factory** **Garmin Factory Outlet Store**  
**Outlet** Phone: (800) 721-1373  
**Store.com**

**worcester county dept emergency service**  
Phone: 4106323080

**Quote # 4690**

**Issue Date: 09/26/2019**

#	Item / Description	Qty	Units	Unit Price	Total
1	PLN-EncoreProHW710-Mono	10	pcs.	\$86.95	\$869.50
				Total:	\$869.50

Due Date: 10/03/2019



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BILLY BIRCH  
DIRECTOR

EMERGENCY SERVICES

# Worcester County

GOVERNMENT CENTER

ONE WEST MARKET STREET, ROOM 1002

SNOW HILL, MARYLAND 21863-1193

TEL: 410-632-1311

FAX: 410-632-4686

To: Harold Higgins, Chief Administrative Officer

From: Billy Birch, Director of Emergency Services *pub*

Re: Maintenance Support Agreement (MSA) – Exacom

Date: December 23, 2019

The Department of Emergency Services is requesting the County sign and approve this maintenance support agreement contract with Exacom. This is a required 911 support service which is funded in the FY20 budget and will be ongoing. This agreement has been submitted to and reviewed by the county attorney with her approval. Furthermore, we request that Chief Administrative Officer Harold L. Higgins be authorized to sign future agreements.

I am available to answer any questions at your convenience.

Attachment (1)

## MAINTENANCE SUPPORT QUOTATION

Quote No: Q-2019-EXA-0521-2

Date: 10/9/2019

**"Hindsight" Fault-Tolerant Digital Logging Recorder System Extended Warranty  
For: Worcester County MD**

**Purchaser**

To: Billy Birch  
Emergency Management Director  
Worcester County Government Center  
One West Market Street  
Snow Hill, MD 21863  
Phone: 410-632-3080  
jhamilton@co.worcester.md.us

**EXACOM Customer**

To: Billy Birch  
Emergency Management Director  
Worcester County Government Center  
One West Market Street  
Snow Hill, MD 21863  
Phone: 410-632-3080  
jhamilton@co.worcester.md.us

**End User**

To: Billy Birch  
Emergency Management Director  
Worcester County Government Center  
One West Market Street  
Snow Hill, MD 21863  
Phone: 410-632-3080  
jhamilton@co.worcester.md.us

Qty	Part No:	Model No:	Description	Amount
1	9004000	HS-SUP-E	<b>Extended Warranty and Support Services (Essentials)</b> <ul style="list-style-type: none"> <li>• Supports Existing EXACOM Recorder</li> <li>• Covers All Hardware</li> <li>• Software Assurance Included</li> <li>• Support provided remotely via telephone and e-mail</li> <li>• This warranty will auto-renew annually. It will only cover Hardware until the end of 6th year from ship date unless HW refresh is done.</li> </ul>	\$ 28,759.90

For System Serial Number(s): 2025, 2026

Period of Performance: 11/1/19 – 10/31/20

**HW/SW Support Total: \$ 28,759.90**

**General Notes:**

1. Prices are in US dollars at list, FOB Concord, NH
2. Shipping charges will be prepaid by EXACOM and added as a separate line item on your invoice unless otherwise indicated in MPA. Customer is responsible for all customs and duties.
3. Quotation is valid for 45 days.
4. This warranty will auto-renew annually until the end of the sixth year. Please indicate this on PO.
5. Software patches and minor releases are only available with current and up-to-date support contract.
6. The hardware/software refresh at year 7 is necessary to continue with the EXACOM support program.
7. HW/SW Refresh is only available when year's 1-6 Extended Warranty is purchased by the customer.
8. HW/SW Support is delivered remotely, only, via telephone, email and vpn, if available.
9. EARS-104 comes with 1 year HW/SW Warranty and Service.
10. EARS-104 support beyond 1st year will be billed at EXACOM T&M rates. Travel will be passed through to customer at cost if required.A26
11. Coverage Period: 12 months, starting at ship date.

Payment Terms: Net 30, Unless MPA on File

Ship Date: 30-45 Days ARO

Submitted By: <i>Peter Sylvester</i>	Date: 10/9/2019
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Peter Sylvester - EXACOM, Inc.

Approved By: Signature:	Date:
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Signature of Authorized Personnel

Printed Name and Title



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EMERGENCY SERVICES  
**Worcester County**  
 GOVERNMENT CENTER  
 ONE WEST MARKET STREET, ROOM 1002  
 SNOW HILL, MARYLAND 21863-1193  
 TEL: 410-632-1311  
 FAX: 410-632-4686

19

BILLY BIRCH  
DIRECTOR

Copy: Kathy Whitted ✓  
Kim Reynolds ✓

To: Harold Higgins, Chief Administrative Officer

From: Billy Birch, Director of Emergency Services *[Signature]*

Re: FFY 2019 Sub-Recipient State Emergency Management Performance Grant Program Agreement  
- Awarded

Date: 03 October 2019

The Department of Emergency Services is requesting approval of the attached agreement between Worcester County and the Maryland Emergency Management Agency for the FFY 2019 Emergency Management Performance Grant Program. The money is awarded to the State of Maryland by the U.S. Department of Homeland Security which is why the county is listed as a sub-recipient. The award is in the amount of \$74,406.86 and requires an official signature. We have used this grant for staff salary with matching funds paying for staff salary. This is a 100% matching required grant.

I am available to answer any questions that may arise at your convenience.

Attachment (1)



**2019 Subrecipient Agreement**  
for  
**County Commissioners of Worcester County, Maryland**

Date of Award

10/2/2019

<b>1. Sub-Recipient Name and Address</b>		<b>2. Prepared by:</b> <i>Whitestone, Danielle</i>	<b>3. MEMAGMS Award Number:</b> 19-SR 8861-02
County Commissioners of Worcester County, Maryland	<b>4. Federal Grant Information</b>		
	<b>Federal Grant Title:</b>	Emergency Management Performance Grant	
	<b>Federal Grant Award Number/CFDA Number:</b>	EMW-2019-EP-00004-S01 / 97.042	
	<b>Federal Granting Agency:</b>	U.S. Department of Homeland Security Federal Emergency Management Agency	

<b>5. Award Amount and Grant Breakdowns</b>	
<b>Total Award Amount</b> \$74,406.86 100% Match Required	<b>2019 Emergency Management Performance Grant</b>  <b>Performance Period:</b> FROM Oct 1, 2018 – Sep 30, 2020

**6. Statutory Authority for Grant:**  
Authorizing Authority for Program National Flood Insurance Act of 1968 (42 U.S.C. 4001 et seq.); Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5121 et seq.); Earthquake Hazards Reduction Act of 1977 (42 U.S.C. 7701 et seq.); Reorganization Plan No. 3 of 1978 (5 U.S.C. App.); and, Section 662 of the *Post-Katrina Emergency Management Reform Act of 2006* (PKEMRA), Public Law 109-295, as amended, (6 U.S.C. § 762). Appropriation Authority for Program *The Department of Homeland Security Appropriations Act, 2017*

**7. Method of Payment:** Primary method is reimbursement.

**8. Debarment/Suspension Certification:** The Sub-Recipient certifies that the subgrantee and its contractors/vendors are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any federal department or agency and do not appear in the Excluded Parties List System at <https://www.sam.gov/portal/SAM/>

<b>9. Agency Approval</b>	
<b>Approving SAA Official:</b>  Robert Thomas Maryland Emergency Management Agency	<b>Signature of SAA Official:</b>   <b>Date:</b>

**10. Sub-Recipient Acceptance**

I have read and understand the attached Agreement Articles.

<b>Type name and title of Authorized Sub-Recipient official:</b>	<b>Signature of Sub-Recipient Official:</b>
--	---

<b>11. Enter Federal Employer Identification Number (FEIN) and DUNS number:</b> 526001084	<b>12. Date Signed :</b>
--	--------------------------

**13. DUE DATE:** 11/16/2019  
Signed award must be returned to the SAA on or before the above due date.



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BILLY BIRCH  
DIRECTOR

EMERGENCY SERVICES  
**Worcester County**  
GOVERNMENT CENTER  
ONE WEST MARKET STREET, ROOM 1002  
SNOW HILL, MARYLAND 21863-1193  
TEL: 410-632-1311  
FAX: 410-632-4686

To: Harold Higgins, Chief Administrative Officer  
From: Billy Birch, Director of Emergency Services  
Re: Improvements at 100 Belt Street for Emergency Services Radio Storage and Maintenance  
Date: 23 December 2019

---

The Department of Emergency Services (DES) is requesting approval of the following contracts related to the relocation of the radios and other emergency services equipment from the former Liquor Control Warehouse on Snow Hill Road to 100 Belt Street in Snow Hill:

Page  
2

- 2 - \$11,482.59 contract with Royal Plus, INC. for cleaning and remediation of DES critical parts, equipment and tools.
- 6 - \$16,121.52 contract with Uline to store and utilize critical radio parts, equipment and tools.
- 8 - \$7,404.40 contract with Harris to purchase a Router.
- 9 - \$11,112.40 contract with Skyline for the installation of network equipment.
- 11 - \$7,335.00 contract with Clark & Sons, Inc for the installation of a roll-up door.

The 5 contracts above total \$53,455.91. There are Assigned Funds totaling \$100,000 for 100 Belt Street that have been designated for this project.

I am available to answer any questions that may arise at your convenience.

Attachment (1)



**ROYAL PLUS, INC.**

---

9939 Jerry Mack Road  
Ocen City, MD 21842  
PHONE 410-677-3473 FAX 410-219-7288  
Federal Tax ID # 52-1675100

Client: Worcester County  
Property: 5358 Snow Hill Road  
Snow Hill , MD 21863

Home: (443) 783-0046

Operator: NEAL

Estimator: Neal Corbin  
Position: Senior Estimator  
Company: Royal Plus Inc.  
Business: 201 Belt Street  
Snow Hill , MD 21863

Business: (443) 783-2048  
E-mail: neal@royalplus.com

Type of Estimate: Mold Remediation  
Date Entered: 10/28/2019                      Date Assigned: 10/28/2019  
Date Est. Completed: 10/28/2019              Date Job Completed:

Price List: MDSA8X\_OCT19  
Labor Efficiency: Restoration/Service/Remodel  
Estimate: M-37510-MOL2  
File Number: M-37510-MOL

**Content to be moved from warehouse to Snow Hill facility . Content will wiped down and re-boxed and loaded on a truck provided by Royal Plus to be relocated. Content if stored prior to return will be invoiced monthly.**



**ROYAL PLUS, INC.**

9939 Jerry Mack Road  
Ocen City, MD 21842  
PHONE 410-677-3473 FAX 410-219-7288  
Federal Tax ID # 52-1675100

**M-37510-MOL2**

**M-37510-MOL2**

DESCRIPTION	QTY	UNIT PRICE	TOTAL
1. Content Manipulation charge - per hour <b>Move content from current area to dock for cleaning. Content to be moved from dock to truck to re-locate then onto truck. It is understood the customer will supply the truck and relocate the content.</b>	24.00 HR @	32.54 =	780.96
2. Hazardous Waste/Mold Cleaning- Supervisory/Admin- per hour <b>Working Supervisor on site two days.</b>	16.00 HR @	75.50 =	1,208.00
3. Pallet Jack - up to 6000 lb capacity - manual	2.00 DA @	45.00 =	90.00
4. Hazardous Waste/Mold Cleaning Technician - per hour <b>Five technicians two days to wipe down all content and re-box.</b>	80.00 HR @	62.23 =	4,978.40
5. HEPA Vacuuming - hourly charge	32.00 HR @	54.35 =	1,739.20
6. Provide box, packing paper & tape - medium size	150.00 EA @	3.15 =	472.50
7. Apply anti-microbial agent to the surface area	2.00 GL @	40.00 =	80.00
8. Water Extraction & Remediation Cleaning Mmaterials <b>Labor to move content from current location to Royal Plus on Belt street to clean and store if necessary.</b>	1.00 EA @	128.06 =	128.06
9. Inventory, Packing, Boxing, and Moving charge - per hour <b>Inventory all content coming to storage.</b>	16.00 HR @	32.54 =	520.64
10. Moving van (21'-27') and equipment - per day	2.00 EA @	185.00 =	370.00
11. Content Manipulation charge - per hour <b>Move content from current location to Belt Street, Royal Plus to clean store and re load truck to relocate for the county.</b>	24.00 HR @	32.54 =	780.96
12. Off-site storage & insur. - climate controlled - per month <b>Storage boxes for one month.</b>	228.00 SF @	1.34 =	305.52



**ROYAL PLUS, INC.**

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9939 Jerry Mack Road  
Ocen City, MD 21842  
PHONE 410-677-3473 FAX 410-219-7288  
Federal Tax ID # 52-1675100

**Summary**

Line Item Total	11,454.24
Material Sales Tax	28.35
	<hr/>
Replacement Cost Value	\$11,482.59
Net Claim	\$11,482.59
	<hr/> <hr/>

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Neal Corbin  
Senior Estimator



**ROYAL PLUS, INC.**

9939 Jerry Mack Road  
Ocen City, MD 21842  
PHONE 410-677-3473 FAX 410-219-7288  
Federal Tax ID # 52-1675100

**Recap by Category**

<b>Items</b>	<b>Total</b>	<b>%</b>
CONTENT MANIPULATION	1,561.92	13.60%
CONT: PACKING,HANDLNG,STORAGE	1,668.66	14.53%
HEAVY EQUIPMENT	90.00	0.78%
HAZARDOUS MATERIAL REMEDIATION	6,186.40	53.88%
WATER EXTRACTION & REMEDIATION	1,947.26	16.96%
Subtotal	11,454.24	99.75%
Material Sales Tax	28.35	0.25%
<b>Total</b>	<b>11,482.59</b>	<b>100.00%</b>





1-800-295-5510  
 uline.com  
 customer.service@uline.com

**PRICING  
 REQUEST**

REQUEST #  
 WB116974077-2

Thank you for your interest in Uline!

PROVIDED TO: WORCESTER COUNTY OF  
 EMERGENCY MANAGEMENT AGENCY  
 1 W MARKET ST RM 1002  
 SNOW HILL MD 21863-1193

SHIP TO: WORCESTER COUNTY OF  
 EMERGENCY MANAGEMENT AGENCY  
 1 W MARKET ST RM 1002  
 SNOW HILL MD 21863-1193

CUSTOMER NUMBER			SHIP VIA	REQUEST DATE	
12841469			MOTOR FREIGHT - A DUIE PYLE	12/19/19	
QUANTITY	U/M	ITEM NUMBER	DESCRIPTION	UNIT PRICE	EXT. PRICE
6	EA	H-5768	DELUXE WORKSTATION PEGBOARD PANEL - 18 X 19"	24.00	144.00
6	EA	H-5767	DELUXE WORKSTATION LOUVERED PANEL - 18 X 19"	24.00	144.00
4	EA	H-7835	TABLETOP POWER STRIP - 18 OUTLET	77.00	308.00
2	EA	H-6341-LAM	DELUXE WORKSTATION STARTER TABLE - 60 X 30", LAMINATE	493.00	986.00
2	EA	H-2043	ANTI-STATIC WORKBENCH - 60 X 30"	1,750.00	3,500.00
2	EA	H-5422	BULK STORAGE RACK - WIRE DECKING, 60 X 24 X 120"	386.00	772.00
2	EA	H-5416-ADD	ADDITIONAL SHELF KIT FOR BULK STORAGE RACK - WIRE DECKING, 60 X 24"	71.00	142.00
2	EA	H-4336	BULK STORAGE RACK - WIRE DECKING, 96 X 48 X 120"	615.00	1,230.00
4	EA	H-4324-ADD	ADDITIONAL SHELF KIT FOR BULK STORAGE RACK - WIRE DECKING, 96 X 48"	145.00	580.00

SUB-TOTAL 15,578.00	SALES TAX .00	SHIPPING/HANDLING 543.52	TOTAL 16,121.52
------------------------	------------------	-----------------------------	--------------------

NOTE:

6



1-800-295-5510  
 uline.com  
 customer.service@uline.com

**PRICING  
 REQUEST**

REQUEST # WB116974077-2

Thank you for your interest in Uline!

PROVIDED TO: WORCESTER COUNTY OF  
 EMERGENCY MANAGEMENT AGENCY  
 1 W MARKET ST RM 1002  
 SNOW HILL MD 21863-1193

SHIP TO: WORCESTER COUNTY OF  
 EMERGENCY MANAGEMENT AGENCY  
 1 W MARKET ST RM 1002  
 SNOW HILL MD 21863-1193

CUSTOMER NUMBER			SHIP VIA	REQUEST DATE	
12841469			MOTOR FREIGHT - A DUIE PYLE	12/19/19	
QUANTITY	U/M	ITEM NUMBER	DESCRIPTION	UNIT PRICE	EXT. PRICE
2	EA	H-3687GR	ULINE TRASH CAN - 32 GALLON, GRAY	27.00	54.00
2	EA	H-3689GR	ULINE TRASH CAN - 55 GALLON, GRAY	62.00	124.00
2	RL	H-2038	ANTI-STATIC MAT WITH CORD - 4 X 60'	889.00	1,778.00
5	ST	H-1375WH	CASTERS FOR OFFICE CHAIRS AND WORK STOOLS	15.00	75.00
2	EA	H-4823	DELUXE WORK STOOL - FABRIC	299.00	598.00
3	EA	H-3732	DELUXE WORK STOOL - POLYURETHANE	269.00	807.00
4	CT	H-3191C	ADDITIONAL CHROME WIRE SHELVES - 72 X 36" 2/BOX	194.00	776.00
4	EA	H-2951-63	CHROME WIRE SHELVING UNIT - 72 X 36 X 63"	370.00	1,480.00
2	EA	H-1906BLU	DOUBLE SIDED FLOOR RACK BIN ORGANIZER WITH 11 X 5 1/2 X 5" BLUE BINS	720.00	1,440.00
6	EA	H-7605	PACKING STATION MONITOR ARM	72.00	432.00
4	EA	H-5759	DELUXE WORKSTATION SHELF - 60"	52.00	208.00

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NOTE: \_\_\_\_\_



Harris Corporation, RF Communications  
 Public Safety and Professional Communications  
 221 Jefferson Ridge Parkway  
 Lynchburg, Virginia 24501  
 Phone: 1-800-368-3277  
 Fax: 321-409-4393

Quote Name: Worcester Co MD\_Router\_092519

James Hamilton  
 Worcester Co MD

Date: 9/25/2019  
 Sales POC: Jim Magee  
 Area Sales Manager  
 609-841-4090  
Jmagee01@harris.com  
 Quote by: S. Spence  
 CRM # N/A

Item	Part Number	Description	Qty	List Price	Discount	Sale Price	Extended Sale Price
10	VS-CR2B	ROUTER,ISR,C1111-8P	1	\$ 1,600.00	10%	\$ 1,440.00	\$ 1,440.00
20	VS-MN3X	KIT, C1111 ROUTER SITE MTG	1	\$ 156.00	10%	\$ 140.40	\$ 140.40
30	MAYA-NSN6L	Service,Harris Senior Sys Engineering	2	\$ 2,400.00	0%	\$ 2,400.00	\$ 4,800.00
40	YNSZ3F	Service,Installation Labor,Northeast	1	\$ 1,024.00	0%	\$ 1,024.00	\$ 1,024.00

Lead time is subject to material availability at time of order

Sale Price \$7,404.40

**Terms and Conditions:**

- Acceptance of this quote in the form of an order released to Harris constitutes acceptance of Harris Corporation's Standard Terms of Sale, unless otherwise agreed to by both parties or noted by contract reference herein. The most current version of Harris Corporation Standard Terms and Conditions of Sale (available at <http://www.pspc.harris.com/Service/Customerservice.asp>) are incorporated herein by reference and apply unless a superseding overriding agreement exists between the two companies.
- This document contains Harris Corporation proprietary information. All information provided shall not be disclosed nor duplicated for any purpose other than to evaluate this proposal. No further disclosure, reproduction, or use of any part thereof may be made except with Harris' prior written approval.
- Pricing does not include installation, programming, taxes (if applicable), or shipping (if applicable), unless otherwise noted. These items may be waived based on the terms and conditions which are applicable to this quote (Items 1 and/or 7) and could be subject to change.
- Pricing valid 30 days from quotation date unless otherwise noted.
- Please note that due to transportation regulations all Li-Ion batteries can take up to twelve (12) weeks for delivery. For specifics, please reference the IATA regulations, which may be found online at: <http://www.iata.org/lithiumbatteries>
- These items/technical data are controlled by the United States government and cannot be exported from the United States or shared with a Foreign National without prior approval from the United States government. Delivery is dependent on receipt of an export license, when applicable.
- Please reference MBP#12296, MD existing contract 060B7400088
- Storing battery packs is not recommended because the chemicals in the battery degrade over time and this affects the functionality of the battery. Batteries that have been stored for longer than their warranty period (12 months) may become non-functional and will not be covered under L3Harris battery warranty."
- L3Harris to provide and install the router in a customer furnished rack. The customer is responsible for all LAN/WAN connectivity and wiring, and required AC power. L3Harris will create the Cisco router configuration, load it into the router, and verify basic connectivity through the newly installed router into the VIDA core. L3Harris will provide recommended VPLS circuit provisioning parameters to the county.

**Purchase Order requirements:**

Purchase Order issued to Harris Corporation - PSPC - 221 Jefferson Ridge Parkway - Lynchburg, VA 24501  
 The Purchase Order should include the following references:

Quote Name, Contract, and/or MBP# reference (as noted in #7 above if applicable), and CRM# listed on quote, if applicable.

All orders must contain valid model number, quantity, and price for each item

Frequencies must be supplied with order if applicable

Requested Delivery Date; If related to Grant Funding, important to provide Grant name, Agency, deadline and product receipt deadline, when applicable.

Shipping will default to Best Way, 5 day ground, unless otherwise specific. Special shipping/delivery instructions (ex. Delivery lift gate required?) must be noted if applicable. Non Standard packing will be billed to the customer.

Bill to and Ship to addresses must be included. If account number is available, please provide. If you have not ordered from Harris (or an authorized Harris dealer) before, please provide contact information to enable account setup.

Harris DUNS#: 101474992; Cage Code: 1PNR4; Tax ID 34-0276860.



**Skyline Technology Solutions**  
 6956-F Aviation Blvd.  
 Glen Burnie, MD 21061  
 Phone: (410) 553-2600  
 Fax: (410) 787-2551

**QUOTATION**

Quote No. Q0004389  
 Customer ID WOR CO GOVT  
 Quote Date 12/16/2019  
 Buyer Brian Jones  
 Project Name NTWK Equip Belt St

BILL TO:	SHIP TO:
Brian Jones Worcester County Government 1 W Market St Snow Hill, MD 21863	Brian Jones Worcester County Government 1 W Market St Snow Hill, MD 21863

F.O.B. POINT	SHIP VIA	ORDERED BY
		Brian Jones

QUOTE DATE	TERMS	SALES PERSON	EXPIRATION DATE
12/16/2019	Net 30 Days	Rick Fairhurst	1/15/2020

PART NUMBER	QUANTITY	UNITS	M.S.R.P.	UNIT PRICE	DISC %	EXTENDED PRICE
ACX1100-AC	1.00	EA	8,140.00	2,604.8000	68.00	2,604.80
ACX1100 Universal Access Router, AC Version, 1RU SyncE/1588						
Notes:						
SVC-ND-ACX1100	1.00	EA	340.00	306.0000	10.00	306.00
Juniper Care Next Day Support for ACX1100						
Notes:						
CBL-PWR-C15M-HITEMP-	1.00	EA	99.00	31.6800	68.00	31.68
Power Cord, AC, US/Canada, C15M, 13A/125V, 2.5m, Straight Ne						
Notes:						
SRX-SFP-1GE-LX-ET	2.00	EA	1,272.00	407.0400	68.00	814.08
Small Form Factor Pluggable 1000Base-LX gigabit Ethernet						
Notes:						
PROJECT MANAGER	8.00	EA	0.00	157.4800	0.00	1,259.84
Project Manager						
Notes:						
SR. NETWORK ENGINEER	40.00	EA	0.00	152.4000	0.00	6,096.00
Senior Network Engineer						

Notes: Skyline will perform that following scope of work for the Installation of Network Equipment at the Belt Street Site:

- Stage, prepare, and configure a Juniper ACX1100 router for the Belt Street location. This will be done at the Skyline HQ office.
- Prepare core configuration changes for the addition of the Belt Street location.
- Write up Change Request and get approval from the Skyline Change Advisory Board (Required as WCPN is an MNS customer)
- Travel to Belt Street and install the Juniper ACX1100 router, and connect it to the backbone core router, labeling the device and uplink patch cable.
- Only one site visit expected – Note that site survey for network equipment is NOT being done by Skyline at this time.
- Travel to core router location to install optic and patch cable connecting to Belt Street location.
- Provision 1 service on the Belt Street router for Radio ELAN
- Provision 1 service on the Belt Street router for Government ELAN
- Provide remote support for testing/troubleshooting when customers turn up service
- Update customer documentation
- Transition new site to Skyline's Operations team

Continued



**Skyline Technology Solutions**  
 6956-F Aviation Blvd.  
 Glen Burnie, MD 21061  
 Phone: (410) 553-2600  
 Fax: (410) 787-2551

**QUOTATION**

Quote No. Q0004389  
 Customer ID WOR CO GOVT  
 Quote Date 12/16/2019  
 Buyer Brian Jones  
 Project Name NTWK Equip Belt St

BILL TO:	SHIP TO:
Brian Jones Worcester County Government 1 W Market St Snow Hill, MD 21863	Brian Jones Worcester County Government 1 W Market St Snow Hill, MD 21863

F.O.B. POINT	SHIP VIA	ORDERED BY				
		Brian Jones				
QUOTE DATE	TERMS	SALES PERSON	EXPIRATION DATE			
12/16/2019	Net 30 Days	Rick Fairhurst	1/15/2020			
PART NUMBER	QUANTITY	UNITS	M.S.R.P.	UNIT PRICE	DISC %	EXTENDED PRICE

Prices subject to change- we shall not be liable for any loss of profits, business, goodwill, data, interruption of business, nor for incidental or consequential warranty of merchantability or fitness for a particular purpose, and damages related to this agreement. Minimum 20% restocking fee with original packaging.

**Make Purchase Orders to:**

Skyline Technology Solutions  
 6956 Aviation Blvd., Suite F  
 Glen Burnie, MD 21061  
 410.553.2600 FAX 410.787.2551

Order Instructions

**Please Include the Following Information on your PO:**

Customer Address and Email  
 Ship to Address and Contact Name  
 Invoice Name and Address  
 PO Number  
 Quantities and Part Numbers  
 Order Date  
 Chassis Serial #(s) - Maintenance Requests  
 F.O.B. = Origin

**Vendor Authorization:**

Juniper

Contract Vehicle

CCPN RFP# 49.F.1.18.19

Total	11,112.40
Total Misc. Charges	0.00
Sales Tax	0.00
<b>TOTAL</b>	<b>11,112.40</b>

**Clark & Sons, Inc.**  
1819 Northwood Drive.  
Salisbury, MD 21801  
TEL 410-749-7436 FAX 410-749-8850  
MD 1-800-479-DOOR (3667)

Date:12/24/19

## Proposal

To: Worcester County Public Works

RE: 100 Belt Street  
Snow Hill, MD 21863

Attn: Ken Whited

<i>Quantity</i>	<i>Description</i>
1ea.	10' x 10' White Raynor Duracoil Standard Rolling Steel Door <i>Interior Face of Wall Mount – On Block</i> w/ 22 Gauge Steel Insulated Flat Slat Curtain w/ R-8 Polyurethane Insulation w/ 24 Gauge Steel Back Cover w/ Hood & Hood Baffle Including Brush Seal w/ Guide & Guide Seals w/ 15,000 Cycle Torsion Springs
1ea.	Raynor Controlhoist Standard Jackshaft Operator <i>Left Hand Mount</i> (½ HP 208 V 3 Phase Belt Drive) w/ Nema-1 3-Button Wall Station w/ PEC-Fraba Thru-Beam Safety Sensors w/ Auxiliary Chain Hoist Operation

<b>Furnished &amp; Installed</b>	<b>\$5,835.00</b>
<i>To Add for Armorbrite Finish on All Components – Add to Above Price -</i>	<i>\$1,500.00</i>

*Notes: The rolling steel and operator are proposed as new construction on block. No materials will be ordered until measurements are verified. Please allow 3-4 weeks for delivery and installation. This proposal is valid for sixty (60) days and is subject to change with any variation to the current proposal. If accepted, Clark & Sons, Inc. may request a deposit with the remaining due upon completion. Please call (410) 749-7436 with any questions that may arise.*

*Continued on following page...*

Continued...

*Terms of Acceptance: An account will be considered past due if not paid within thirty (30) days of the date of the invoice. The undersigned hereby also acknowledges that if their account becomes delinquent (over 120 days) and if referred to our attorney for collection; then in such event, the undersigned agrees to pay potential attorney fees and interest related to the collection of the account and acknowledges and understands that the undersigned will be responsible to pay all court costs expended in an effort to collect the delinquent account. The undersigned acknowledges and understands that the fee paid to our collection attorney is intended to cover the attorney fees charged this office in connection with the collection of outstanding accounts receivable. Lastly, the undersigned agrees that if any suit must be filed to collect an unpaid balance on an account, patient and/or guarantor, agrees that such suit may be brought in the courts of Wicomico County, Maryland, and waives any objection to jurisdiction or venue.*

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

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

Thank you,  
Ryan Hohman  
Clark & Sons, Inc.

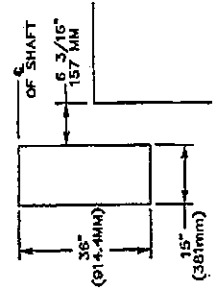
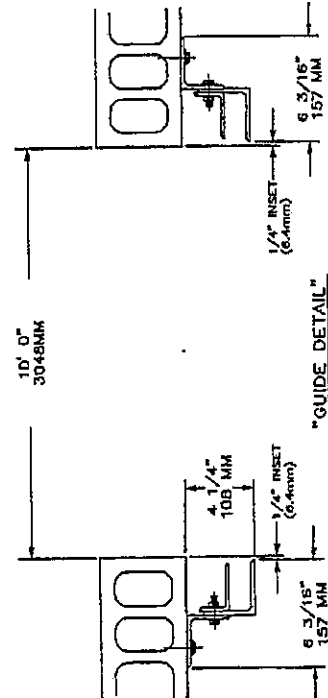
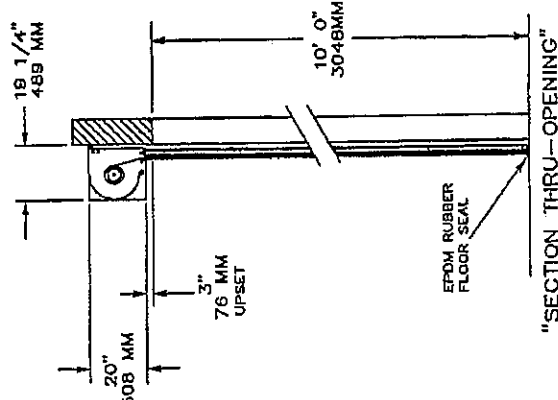
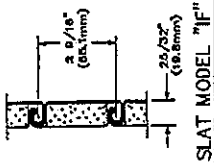




FIELD CHECK AND VERIFY ALL DETAILS AND DIMENSIONS, JAMBS, HEADER, JAMB EXTENSIONS BY OTHER THAN DOOR CONTRACTOR. THIS DRAWING WAS AS COMPLETE AND FACTUAL AS POSSIBLE AT THE TIME IT WAS PRINTED. WE DO HOWEVER, RESERVE THE RIGHT TO MAKE PRODUCT CHANGES IN SPECIFICATIONS AND AVAILABILITY WITHOUT NOTICE.

DRAWING(S) MUST BE APPROVED AND RETURNED TO DOOR DISTRIBUTOR AND FORWARDED TO RAYNOR GARAGE DOORS BEFORE ORDER WILL BE ENTERED INTO PRODUCTION.  
SHOP DRAWING FAX NUMBER 800/835-5463.

RAYNOR ORDER NUMBER	QTY	OPENING		MODEL	GAUGE	MOUNT TYPE	OPER.	DRIVE SIDE	JAMB TYPE		GUIDE LOCK
		WIDTH	HEIGHT						A	B	
	1	10' 0"	10' 0"	IF	22	N	40	LH	B	Z	
		3048MM	3048MM								



LOCATION:

JOB NAME: SR Worcester County

DISTRIBUTOR: CLARK & SONS INC.

CONTRACTOR:

ARCHITECT:

CHECKED BY:

DATE: 12/23/2019

SHEET  
2 OF 4

DRAWING NUMBER  
1695640 A

**RAYNOR**  
PROPOSAL  
DRAWING

- 1) IF Operator is mounted less than 8' 0" above finished floor, UL requires a guard or cover. Contact factory "CSH" - 223
- 2) ControlPanel - Standard factory "CSH" - 223 Jack-shaft type electric operator, solid state logic, with (1) three button control station and rackety location. In: Power socket location: H.P.: 1/2 Voltage: 208 Phase: THREE
- 3) Optional electro-magnetic brake required.
- 4) Reversing Device - Monitored Photo-Electric Eyes, thru beam type with a range of 45 feet (NEMA 4) required.

Architectural Note:  
Raynor Garage Doors neither warrants nor implies any durability of the finish coatings on our rolling products. It is the inherent nature of a rolling product to create wear on the contacting surfaces as the curtain coils and uncoils about itself. This wear is expected and is accelerated by the environment in which the product is used and the frequency of use, whether manual or motor operated. Raynor Garage Doors recommends that users high quality coatings and other methods to help reduce this inevitable wear.



**Worcester County**  
Department of Recreation & Parks

Tom Perlozzo, Director

21

6030 Public Landing Road, Snow Hill, Maryland 21863  
410.632.2144 • Fax: 410.632.1585

To: Harold L. Higgins, Chief Administrative Officer  
Kelly Shannahan, Assistant Chief Administrative Officer  
From: Tom Perlozzo, Director of Recreation and Parks  
Subject: Award of Bid for Dredging of Public Landing  
Date: December 31, 2019

The Recreation and Parks Department opened bids for the Dredging of Public Landing on December 30, 2019. As you are aware, the bid request includes the dredging and replenishment of the beach and parking lot area known as Public Landing. An estimated 4,000 cubic yards is to be dredged with the channel to a depth of 4' during phase one.

The project is 100% funded through Land, Water and Conservation funds in the amount of \$200,000.00. **We received one bid in the amount of \$192,000.** Our engineer, J. Stacey Hart and I have reviewed the bids and find the contractor and bid acceptable and **therefor recommend Murtech, Inc.** The add/alternatives **will not** be acceptable to the project as indicated within the bids.

P.4

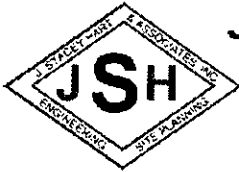
**Cost Summary:** \$200,000 approved in Boat Ramps – Public Landing

**Account Number:** 100.1204.260.6160.181

**Grant:** Land and Water Conservation Funds – 100% reimbursable.

**The dredging window permitted is January through April.** Should the permits, etc. not be obtained allowing a timely completion of the project this spring, the department will pull the request and move things for the fall of 2020. Should you have any questions, please feel free to contact me at your earliest convenience.

cc: Bill Rodriguez  
Kelly Rados  
Dave Bradford  
J. Stacey Hart



# J. STACEY HART & ASSOCIATES, INC.

POST OFFICE BOX 6  
SNOW HILL, MD 21863  
PHONE: 410-390-8096  
FAX: 877-646-4365

December 30, 2019

Worcester County Recreation & Parks  
Attn: Tom Perlozzo, Director  
6030 Public Landing Road  
Snow Hill, MD 21863

via email: [tperlozzo@co.worcester.md.us](mailto:tperlozzo@co.worcester.md.us)

Re: Bid Results - Tabulation  
Public Landing Dredge & Beach Nourishment  
**JSH #: 2019-001**

Dear Tom:

The following is a summary of the bid received today for the above referenced project:

Contractor	Base Bid	Add/Alternate		
	Total	Groin	Breakwater	Total
Murtech, Inc.	192,000	75,816	58,320	134,136

Murtech, Inc. is a reliable contractor who has previously performed work for Worcester County. Their bid package is attached, which includes a copy of their Bid Bond. Also attached is a copy of the Maryland Marine Contractor's License. Let us know if you have any questions or concerns.

Sincerely,

J. STACEY HART & ASSOCIATES, INC.

J. Stacey Hart, P.E.  
President

2019-001-04bidtab.docx

# Competitive Bid Worksheet

**Item: Public Landing Dredging for Recreation and Parks**

Bid Deadline/Opening Date: 1:00 P.M., Monday, December 30, 2019

Bids Received by deadline = 1

Vendor's Submitting Bids

Total Base Bid

**Murtech Marine Division**  
424 Mill Street  
Salisbury, MD 21801

\$ 192,000

Total add/Alternate  
\$ 134,136

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## REVISED FORM OF BID

To whom it may concern:

We, MURTECH, INC, organized and existing under the laws of the State of MARYLAND doing business as a/an sole proprietorship/partnership/corporation, hereby submit our Completed Bid Documents for the Public Landing Dredging as indicated in the Bid Documents.

Having carefully examined and being in compliance with the County's Bid Documents and having received clarification on all items of conflict or upon which any doubt arose, the undersigned hereby requests consideration of our Completed Bid Documents and propose to perform all Work for the Public Landing Dredging in strict accordance with the Contract Documents, within the time set forth therein, and at the prices stated below.

Vendor hereby agrees to commence Work under the Contract on or before a date to be specified in the Notice to Proceed and to fully complete the Work within forty-five (45) consecutive calendar days thereafter, therefore being completed by April 01, 2020.

If the Successful Vendor fails to complete the Work within the Contract Time, or extension of time granted by the County, then the Successful Vendor will pay as liquidated damages to the County \$500.00 (five hundred dollars) for each consecutive calendar day thereafter as provided in Sub-Section 15 of Section III.

Base Bid Prices:			
Item Description	Quantity	Unit Cost	Total Cost
Public Landing Dredging	1 LS	-	192,000
<b>Total Base Bid</b>			<b>192,000</b>

NOTE: THIS BID FORM MUST BE SIGNED BY AN OFFICER OF YOUR COMPANY OR AN AUTHORIZED AGENT FOR THIS BID TO BE CONSIDERED VALID.

NOTE: Completed Bid Documents will include all applicable fees.


TOTAL BASE BID ONE HUNDRED NINETY TWO THOUSAND AND <sup>00</sup>/<sub>100</sub>  
(EXPRESSED ALPHANUMERICALLY)

Add/Alternate:			
Item Description	Quantity	Unit Cost	Total Cost
Stone Groin	1 LS	-	75,816
Stone Breakwater	1 LS	-	58,320
<b>Total Base Bid</b>			<b>134,136</b>

STONE GROIN ADD/ALTERNATE: SEVENTY TWO THOUSAND EIGHT HUNDRED SIXTEEN <sup>00</sup>/<sub>100</sub>  
(EXPRESSED ALPHANUMERICALLY)

STONE BREAKWATER ADD/ALTERNATE: FIFTY EIGHT THOUSAND THREE HUNDRED TWENTY <sup>00</sup>/<sub>100</sub>  
(EXPRESSED ALPHANUMERICALLY)

Respectfully submitted,

  
Signature

CHARLES H. DOLBEY  
424 MILL STREET  
SALISBURY, MD 21801  
Address

MCLB 242 (E)  
License Number

VICE PRESIDENT  
Title

12.24.2019  
Date

(Affix Corporate Seal)

# Bid Bond

**KNOW ALL MEN BY THESE PRESENTS**, that we **Murtech, Inc.**  
(Here insert full name and address or legal title of Contractor)

820 Cromwell Park Drive, Ste. J, Glen Burnie, MD 21061

as Principal, hereinafter called the Principal, and **The Ohio Casualty Insurance Company**  
(Here insert full name and address or legal title of Surety)

13830 Ballantyne Corporate Place, Charlotte, NC 28277

a corporation duly organized under the laws of the State of New Hampshire  
as Surety, hereinafter called the Surety, are held and firmly bound unto  
(Here insert full name and address or legal title of Owner)

The Worcester County Commissioners, One West Market St, Room 1103, Snow Hill, MD 21863

as Obligee, hereinafter called the Obligee, in the sum of  
Five Percent of Amount bid Dollars(\$ 5% of bid ),  
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind  
ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by  
these presents.

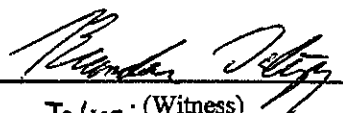
**WHEREAS**, the Principal has submitted a bid for  
(Here insert full name, address and description of project)

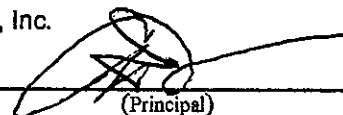
Public Landing Dredging and Beach Nourishment Project


NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

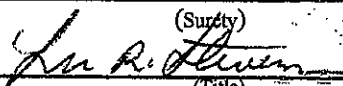
Signed and sealed this 30th day of December 2019

Murtech, Inc.

  
\_\_\_\_\_  
Brandon Terizzi (Witness)

  
\_\_\_\_\_  
(Principal) (Seal)  
Vice President of Construction  
(Title)

  
\_\_\_\_\_  
Nick Stevens (Witness)

The Ohio Casualty Insurance Company  
\_\_\_\_\_  
(Surety) (Seal)  
  
(Title)  
Lee R. Stevens, Attorney-In-Fact



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8202432-969130

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Lee R. Stevens; Mark A. Congdon; Nicholas J. Stevens

all of the city of Sykesville state of MD each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 25th day of October, 2019.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY

On this 25th day of October, 2019 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 30th day of December, 2019



By: Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

## REFERENCES

List three (3) references for similar Work successfully completed in the last 12-36 months. Include contact name, address, telephone number and goods sold.

Company Name:	Company Name:
Type of Work:	Type of Work:
Address:	Address:
County, State, Zip Code:	County, State, Zip Code:
Contact Person:	Contact Person:
Telephone Number:	Telephone Number:
Date of Service:	Date of Service:
Company Name:	
Type of Work:	
Address:	
County, State, Zip Code:	
Contact Person:	
Telephone Number:	
Date of Service:	

SEE  
ATTACHED

  
 \_\_\_\_\_  
 Sign for Identification

CAROL H. DOBNEY  
 \_\_\_\_\_  
 Printed Name



Murtech, Inc  
 424 Mill St  
 Salisbury, MD 21801

# MURTECH

## MARINE DIVISION

### Murtech, Inc – Reference List

Company Name:	Cape Charles Yacht	Company Name:	Town of Ocean City
Type of Work:	New Build – Marina	Type of Work:	64 <sup>th</sup> St. Boat Ramp/Parking Lot
Address:	PO Box 395	Address:	301 N. Baltimore Ave.
Town, State, Zip Code:	Eastville, VA 23347	Town, State, Zip Code:	Ocean City, MD 21842
Contact Person:	Dan Brown	Contact Person:	Paul Mauser
Telephone Number:	757-6950265	Telephone Number:	4433591489
Date of Service:	2014	Date of Service:	2016
Company Name:	Worcester County	Company Name:	City of Crisfield
Type of Work:	Big Mill Pond Bridge	Type of Work:	Town Depot – Steel Bulkhead
Address:	6113 Timmons RD	Address:	319 W. Main St.
Town, State, Zip Code:	Snow Hill, MD 21863	Town, State, Zip Code:	Crisfield, MD 21817
Contact Person:	Frank Adkins	Contact Person:	Rick Pollitt, Jr.
Telephone Number:	410-632-2244	Telephone Number:	4109681333
Date of Service:	2017	Date of Service:	2015
Company Name:	Somerset County	Company Name:	Town of Cambridge
Type of Work:	Shelltown Boat Ramp	Type of Work:	Long Wharf Park
Address:	8981 Signpost Rd.	Address:	410 Academy St.
Town, State, Zip Code:	Westover, MD 21871	Town, State, Zip Code:	Cambridge, MD 21613
Contact Person:	Woody Barnes	Contact Person:	Brent Jett
Telephone Number:	410-651-1930	Telephone Number:	443-880-2719
Date of Service:	2017	Date of Service:	2015

**INDIVIDUAL PRINCIPAL**

Vendor Name: \_\_\_\_\_

Signed By: \_\_\_\_\_ In the presence of: \_\_\_\_\_

Address of Vendor: \_\_\_\_\_ County, State, Zip \_\_\_\_\_

Telephone No.: \_\_\_\_\_ Fax: \_\_\_\_\_

\*\*\*\*\*

CO-PARTNERSHIP PRINCIPAL

Name of Co-Partnership: \_\_\_\_\_ Address: \_\_\_\_\_

County, State, Zip \_\_\_\_\_

Telephone No.: \_\_\_\_\_ Fax: \_\_\_\_\_

Signed By: \_\_\_\_\_ In the presence of: \_\_\_\_\_

Partner

Witness

Signed By: \_\_\_\_\_ In the presence of: \_\_\_\_\_

Partner

Witness

Signed By: \_\_\_\_\_ In the presence of: \_\_\_\_\_

Partner

Witness

\*\*\*\*\*

CORPORATE PRINCIPAL

Name of Corporation: MURTECH INC

Address: 494 Mill Street County, State, Sausbury, MD 21801

Zip 21801

Telephone No.: 410.677.5335 x3001 Fax: 443.944.0850

Signed By: \_\_\_\_\_ In the presence of: \_\_\_\_\_

VICE President

Witness

Attest: \_\_\_\_\_ Corporate Secretary

.....

Affix Corporate Seal

**VENDOR'S AFFIDAVIT OF QUALIFICATION TO BID**

I HEREBY AFFIRM THAT:

I, CHARLES H. DOBNEY am the VICE PRESIDENT  
(Printed Name) (title)

and the duly authorized representative of the Vendor of  
MURTECH, INC. whose address is  
(name of corporation)

424 MILL STREET  
SALISBURY, MD 21801

and that I possess the legal authority to make this affidavit on behalf of myself and the Vendor for which I am acting.

Except as described in paragraph 3 below, neither I nor the above Vendor, nor to the best of my knowledge and of its officers, directors or partners, or any of its employees directly involved in obtaining contracts with the State or any county, bi-county or multi-county agency, or subdivision of the State have been convicted of, or have pleaded nolo-contendere to a charge of, or have during the course of an official investigation or other proceeding admitted in writing or under oath acts or omissions which constitute bribery, attempted bribery, or conspiracy to bribe under the provisions of Article 27 of the Annotated Code of Maryland or under the laws of any state or federal government (conduct prior to July 1, 1977 is not required to be reported).

(State "none" or, as appropriate, list any conviction, plea or admission described in paragraph 2 above, with the date, court, official or administrative body, the individuals involved and their position with the Vendor, and the sentence or disposition, if any.)

- NONE -

I acknowledge that this affidavit is to be furnished to the County, I acknowledge that, if the representations set forth in this affidavit are not true and correct, the County may terminate any Contract awarded and take any other appropriate action. I further acknowledge that I am executing this affidavit in compliance with section 16D of Article 78A of the Annotated Code of Maryland, which provides that certain persons who have been convicted of or have admitted to bribery, attempted bribery or conspiracy to bribe may be disqualified, either by operation of law or after a hearing, from entering into contracts with the State or any of its agencies or subdivisions.

I do solemnly declare and affirm under the penalties of perjury that the contents of this affidavit are true and correct.

  
Sign for Identification

CHARLES H. DOBNEY  
Printed Name

NON-COLLUSIVE AFFIDAVIT

CHARLES DORBEY being first duly sworn,  
deposes and says that:

1. He/she is the VICE PRESIDENT (Owner, Partner, Officer, Representative or Agent) of MURTECH, INC., the Vendor that has submitted the attached Bid Documents;
2. He/she is fully informed respecting the preparation and contents of the attached Bid Document and of all pertinent circumstances respecting such Bid Documents;
3. Such Bid Document is genuine and is not a collusive or sham Bid Document;
4. Neither the said Vendor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Vendor, firm, or person to submit a collusive or sham Bid Document in connection with the Work for which the attached Bid Document has been submitted; or to refrain from bidding in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Vendor, firm, or person to fix the price or prices in the attached Bid Document or of any other Vendor, or to fix any overhead, profit, or cost elements on the Bid Document price or the Bid Document price of any other Vendor, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any disadvantage against (Recipient), or any person interested in the Work;
5. The price or prices quoted in the attached Bid Document are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Vendor or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

Signed, sealed and delivered in the presence of:

*William P. Peltz*  
Witness

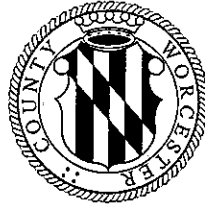
\_\_\_\_\_  
Witness

By: *[Signature]*  
Signature

CHARLES H. DORBEY  
Printed Name

VICE PRESIDENT  
Title

TEL: 410-632-1194  
FAX: 410-632-3131  
E-MAIL: admin@co.worcester.md.us  
WEB: www.co.worcester.md.us



OFFICE OF THE  
COUNTY COMMISSIONERS

## Worcester County

GOVERNMENT CENTER  
ONE WEST MARKET STREET • ROOM 1103

SNOW HILL, MARYLAND

21863-1195

November 20, 2019

HAROLD L. HIGGINS, CPA  
CHIEF ADMINISTRATIVE OFFICER  
MAUREEN F.L. HOWARTH  
COUNTY ATTORNEY

COMMISSIONERS  
DIANA PURNELL, PRESIDENT  
JOSEPH M. MITRECIC, VICE PRESIDENT  
ANTHONY W. BERTINO, JR.  
MADISON J. BUNTING, JR.  
JAMES C. CHURCH  
THEODORE J. ELDER  
JOSHUA C. NORDSTROM



TO: *The Daily Times Group and Ocean City Today Group*  
FROM: Kelly Shannahan, Assistant Chief Administrative Officer *KS*

Please print the attached Notice to Bidders in *The Daily Times/Worcester County Times/Ocean Pines Independent and Ocean City Digest/Ocean City Today* on November 28, 2019. Thank you.

### NOTICE TO BIDDERS

#### Public Landing Dredging and Beach Nourishment Project Worcester County, Maryland

The Worcester County Commissioners are currently accepting bids from qualified contractors for the Public Landing Dredging and Beach Nourishment Project in the vicinity of the boat landing at Public Landing, near Snow Hill, Maryland for the Department of Public Works. Proposal Documents, Bid Forms and Plans are available from the Office of the County Commissioners, Room 1103 - Worcester County Government Center, One West Market Street, Snow Hill, Maryland 21863, obtained online under the "Bids" drop-down menu in the lower right hand side of the home page at [www.co.worcester.md.us](http://www.co.worcester.md.us), or by calling the Commissioners' Office at 410-632-1194 to request a package by mail. Interested bidders are encouraged to attend a **Pre-Bid Conference at 10:00 am on Wednesday, December 4, 2019** at the site on Outten Road and Public Landing Wharf Road in Public Landing, MD. **Sealed bids will be accepted until 1:00 PM, Monday, December 30, 2019** in the Office of the County Commissioners at the above address, at which time they will be opened and publicly read aloud. Envelopes shall be marked "**Bid for Public Landing Dredging Project**" in the lower left-hand corner. After opening, bids will be forwarded to the Department of Recreation and Parks for tabulation, review and recommendation to the County Commissioners for their consideration at a future meeting. In awarding the bid, the Commissioners reserve the right to reject any and all bids, waive formalities, informalities and technicalities therein, and to take whatever bid they determine to be in the best interest of the County considering lowest or best bid, quality of goods and work, time of delivery or completion, responsibility of bidders being considered, previous experience of bidders with County contracts, or any other factors they deem appropriate. All inquiries shall be directed to Tom Perlozzo, Recreation and Parks Director, at 443-944-4022, or J. Stacey Hart, Project Engineer, at 410-430-4169..

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## Worcester County Shoreline Bidders List

Mail to circled  
bidders qualified  
to do this work

### Contractors (MDE licensed as of 7/5/18)

#### Apple Marine Const. – MDE #061(I)

11702 Bay Landing Dr.  
Berlin, Md. 21811  
(410) 213-7097  
[georgerapple1@comcast.net](mailto:georgerapple1@comcast.net)

#### Bay Country Marine – MDE #081(E)

59 Sandyhook Road  
Berlin, Md. 21811  
(443) 497-3648  
[baycntymarine@aol.com](mailto:baycntymarine@aol.com)

#### Bayshore Marine Construction - MDE #026(E)

6121 Quinn Orchard Road  
Frederick, Md. 21704  
(410) 726-6658  
[bayshoremarine@comcast.net](mailto:bayshoremarine@comcast.net)

#### Blue Fin Construction – MDE #153(E)

P. O. Box 3640  
Ocean City, Md. 21843  
(410) 723-2583  
[bluefinconstruct@aol.com](mailto:bluefinconstruct@aol.com)

#### Brittingham Construction & Landscaping, Inc.

##### MDE #098(E)

P.O. Box 380  
Berlin, Md. 21811  
(443) 235-6446  
[info@brittinghaminc.com](mailto:info@brittinghaminc.com)

#### Fisher Marine Const. – MDE #079(E)

7203 Fisher Drive  
Chincoteague, Va. 23336  
(410) 251-4223  
[fishermarine@yahoo.com](mailto:fishermarine@yahoo.com)

#### Hi-Tide Marine Const. – MDE #320(E)

9748 Stephen Decatur Hwy, #200  
Ocean City, Md. 21842  
(410) 632-1426  
[steve@hitidemarine.com](mailto:steve@hitidemarine.com)

#### Just Rite Marine Structures – MDE #083(E)

9316 Carey Road  
Berlin, Md. 21811  
(410) 641-9961  
[mike@justritemarine.com](mailto:mike@justritemarine.com)

#### McGinty's Marine Const – MDE #058(E)

12050 Industrial Park Road  
Bishopville, Md. 21813  
(410) 250-5066  
[josh@mcgintymarine.com](mailto:josh@mcgintymarine.com)

#### Murtech Marine Contracting – MDE #242(E)

820 Cromwell Park Drive  
Glen Burnie, Md. 21061  
410-766-5335  
[bmurtha@murtech.us](mailto:bmurtha@murtech.us)

#### Ocean City Boatlifts & Marine Construction – MDE #228(E)

12010 Industrial Park Road, #11  
Bishopville, Md. 21813  
410-352-5095  
[oceancitylifts@aol.com](mailto:oceancitylifts@aol.com)

#### Ocean Services of Delaware – MDE #032(E)

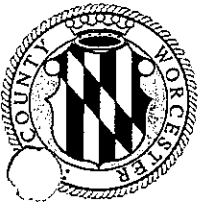
37822 Fenwick Circle  
Selbyville, De. 19975  
(410) 524-1518  
[oceanservicesofde@yahoo.com](mailto:oceanservicesofde@yahoo.com)

#### R.G. Murphy LLC (Ryan Murphy) – MDE #203(E)

11920 Back Creek Road  
Bishopville, Md. 21813  
(443) 497-0271  
[rgmurphy11@comcast.net](mailto:rgmurphy11@comcast.net)

#### Scrimgeour Farm All, LLC – MDE #063(E)

3848 Old Post Road  
Salisbury, Md. 21804  
(410) 251-6926  
[hscrimg@comcast.net](mailto:hscrimg@comcast.net)



To: Harold L. Higgins, Chief Administrative Officer  
Kelly Shannahan, Assistant Chief Administrative Officer  
From: Tom Perlozzo, Director of Recreation and Parks  
Subject: Request Permission to Bid Dredging of Public Landing  
Date: November 11, 2019

The Recreation and Parks Department is requesting permission to bid for the Dredging of Public Landing. The request includes the dredging and replenishment of the beach and parking lot area known as Public Landing. Additional clean-up, etc. will be completed during this phase as well. An estimated 4,000 cubic yards is to be dredged with the channel to a depth of 4' during phase one. **The dredging window permitted is January through April.** Should the permits, etc. not be obtained allowing a timely completion of the project this spring, the department will pull the request and move things for the fall of 2020. The project is 100% funded through Land, Water and Conservation funds in the amount of \$200,000.00.

Phase two will include 15 finger piers, pump out station, boardwalk, lighting and miscellaneous items. A new grant in the amount of \$250,000.00 has been requested to the Land and Water Conservation. Final feedback and approval will occur sometime in the spring of 2020.

**Cost Summary:** \$200,000 approved in Boat Ramps – Public Landing

**Account Number:** 100.1204.260.6160.181

**Grant:** Land and Water Conservation Funds – 100% reimbursable.

Attached for your review and approval the Notice to Bidders, Bid Specifications, Bid Form and Vendor's List. Should you have any additional questions, please feel free to reach out at your convenience.

cc: Bill Rodriguez

Kelly Rados

Dave Bradford

J. Stacey Hart

**APPROVED**  
Worcester County Commissioners  
Date HH 11/19/19



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MEMORANDUM

TO: Harold L. Higgins, Chief Administrative Officer  
 Kelly Shannahan, Assistant Chief Administrative Officer

FROM: Tom Perlozzo, Director of Recreation and Parks

DATE: December 26, 2019

SUBJECT: Request Permission to Bid the Design Build for Concessions/Bathrooms at Showell Park

The Recreation and Parks Department is requesting permission to bid for the design build of a concessions/bathroom building at Showell Park. The attached specifications include a site plan, suggested location within the park, water and sewer, interior design indicating the necessary location and equipment, electrical, and exterior elevations and sample rendering.

Cost Summary:

FY2020 Allocation: \$ 200,000 approved in Parks Budget for Showell – includes building, equipment, playground relocation, fence work (already bid)

Account Number (s): 100.1602.520.6160.244, Showell Park

Project Grant: *Program Open Space*. 90% Reimbursement 10% match will be performed via in-house labor (Parks). Once we review the bids we can determine if Parks can supply services to offset the required 10% match with in-kind labor etc.

Please find attached for your review and approval the Notice to Bidders, Bid Specifications, Bid Form and Vendor's List. Should you have any questions, please feel free to contact me at your earliest convenience.

Attachments

cc: Bill Rodriguez  
Kelly Rados



# DRAFT

## NOTICE TO BIDDERS

**Design Build Construction of a Concession/Bathroom  
Showell Park  
Worcester County, Maryland**

The Worcester County Commissioners are currently accepting bids for the design build construction of a concession/bathroom building at Showell Park, Berlin, Maryland for the Recreation and Parks Department. Bid specification packages and bid forms are available from the office of the County Commissioners, Room 1103 – Worcester County Government Center, One West Market Street, Snow Hill, Maryland 21863-1072. Sealed bids will be accepted until Monday, 1:00PM, February 24, 2020, in the Office of the County Commissioners at the above address. Envelopes shall be marked “**Design Build Showell Park Concession/Bathrooms**” in the lower left-hand corner. After opening, bids will be forwarded to the Recreation and Parks Department for tabulation, review and recommendation to the County Commissioners for their consideration at a future meeting. In awarding the bid, the Commissioners reserve the right to reject any and all bids, waive formalities, informalities and technicalities therein, and to take whatever bid they determine to be in the best interest of the County considering lowest or best bid, quality of goods and work, time of delivery or completion, responsibility of bidders being considered, previous experience of bidders with county contracts, or any other factors they deem appropriate. All inquires shall be directed to Tom Perlozzo, Director of Recreation and Parks, 410-632-2144 Ext. 2505.

## BID SPECIFICATIONS

### 1. Bids

- A. Bids should be submitted in sealed envelopes clearly marked in lower left-hand corner "**Design Build for Concession Bathroom Showell Park**"

### 2. Late Bids

- A. Bids should be mailed or hand-carried to be received in the Office of the County Commissioners by or before 1:00 p.m., Monday February 24, 2020. Bids received after the appointed time will not be considered.

### 3. Taxes

- A. Worcester County is exempt from all Federal and States taxes. Therefore, bidders' price should reflect the same.

### 4. Scope of Work

- A. To design build a concession bathroom building as indicated on the attached plans for the purposes of the Recreation and Parks Department. Contractors shall supervise, install and manage project from start to finish with the Department. Each component is listed on the plans as reference and bidding purposes.
- B. Playground component relocation is to be performed by others and **not included** with the bid specification.
- C. Water and Sewer should be conferred and approved by Worcester County as indicated.
- D. A Pre-Bid Meeting will be held at Showell Park on **January 23, 2020 at 10:00 AM.**

### 5. Payment

- A. Submit payment to the Recreation and Parks for review and processing upon delivery of said new equipment purchase.

### 6. Award of Contract

- A. Bids will be opened by the Chief Administrative Officer or Assistant Chief Administrative Officer in the Office of the County Commissioners and read aloud at 1:00 p.m. on Monday, February 24, 2020.

- B. The Department of Recreation and Parks shall prepare a tabulation of said bids and a recommendation to the County Commissioners at the next regular meeting of the Commissioners. In awarding the bids, the Commissioners reserve the right to reject any and all bids, waive formalities, informalities and technicalities herein, and to take whatever bid they determine to be in the best interest of the County considering lowest or best bid, quality of goods and work time of delivery or completion, responsibility of bidders being considered, previous experience of bidders with County contracts, or any other factors they deem appropriate.

## 7. Equipment Specifications

The attached specifications represent a turn-key plan. Any equipment, etc. NIC should be noted upon bid submission.

\*\*\*\* If there is any specification differences please make sure to note them when submitting your bid.

**Bid Form**

I have reviewed the specifications and provisions for furnishing  
**“Design Build Showell Park Concession Bathroom Project”** and understand the said requirements.

I hereby propose as follows:

**Design Build Showell Park Concession Bathroom Project**

For a total price as specified:

Total Cost: \$ \_\_\_\_\_

If there is any specification differences please note them when submitting your bid.

List any Alternative materials: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Construction will be started within 14 days of award and completed within 60 calendar days from receipt of written order.

**BID MUST BE SIGNED TO BE VALID.**

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

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

Typed Name: \_\_\_\_\_

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

Firm: \_\_\_\_\_

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

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

Bidder certifies that project will be completed in 60 days from date of award.

Awards will be made on the best value offered. The quality of the articles to be supplied, their conformity with the specifications, their suitability to requirements, delivery terms and guarantee clauses shall be taken into consideration.

The Worcester County Commissioners reserves the right to reject any or all bids, waive any informality in bids and accept in whole or in such bid or bids as may be deemed in the best interest of Worcester County Commissioners.

### **APPROVED EQUALS**

In all specifications where a material or article is defined by describing a proprietary product or by using the name of a vendor or manufacturer, it can be assumed that an equal can be substituted. The use of a named product is an attempt to set a particular standard of quality and type that is familiar to the County. Such references are not tended to be restrictive. However, the County shall decide if a product does in fact meet or exceed the quality of the specifications listed in the solicitation. It shall be the responsibility of the vendor that claims his product is an equal to provide documentation to support such a claim.

### **GENERAL REQUIREMENTS:**

1. The bidder must submit with the bid a complete set of specifications on the unit proposed. Copies of standard and extended warranties shall be submitted with bid.

**CONCEPTUAL SITE PLAN  
SHOWELL PARK**

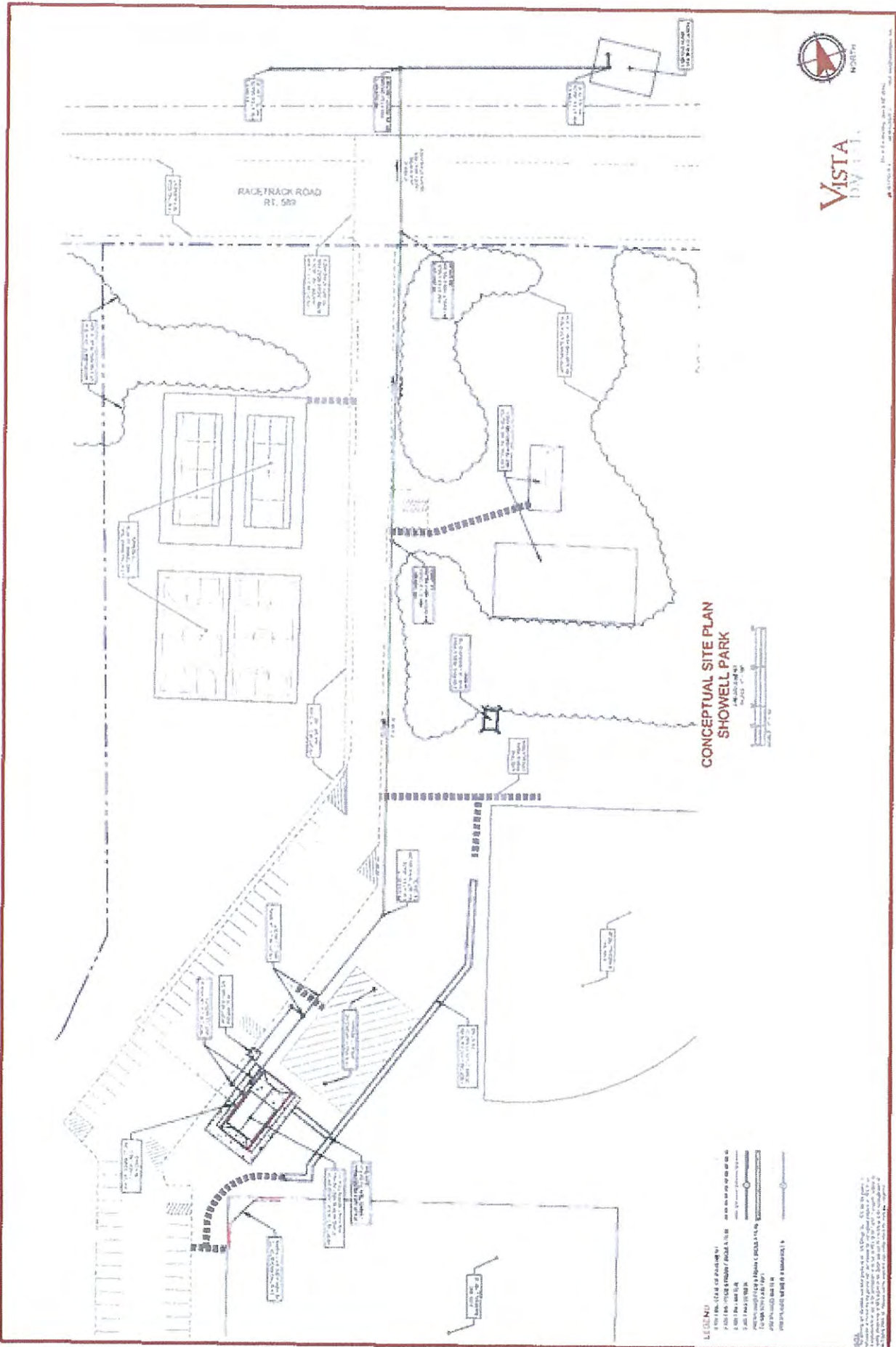


**SHOWELL PARK**  
PROJECT NO. 11-000001  
DATE: 11/11/2011  
DRAWN BY: J. J. [unreadable]  
CHECKED BY: [unreadable]

- 1. THIS PLAN IS A CONCEPTUAL SITE PLAN AND IS NOT TO BE USED FOR PERMITS OR CONSTRUCTION.
- 2. THE DESIGNER HAS CONDUCTED VISUAL INSPECTIONS OF THE SITE AND HAS OBSERVED THE EXISTING CONDITIONS AND HAS NOTED ANY OBSTACLES TO THE PROPOSED DEVELOPMENT.
- 3. THE DESIGNER HAS CONDUCTED VISUAL INSPECTIONS OF THE SURROUNDING AREAS AND HAS NOTED ANY OBSTACLES TO THE PROPOSED DEVELOPMENT.
- 4. THE DESIGNER HAS CONDUCTED VISUAL INSPECTIONS OF THE PROPOSED DEVELOPMENT AND HAS NOTED ANY OBSTACLES TO THE PROPOSED DEVELOPMENT.

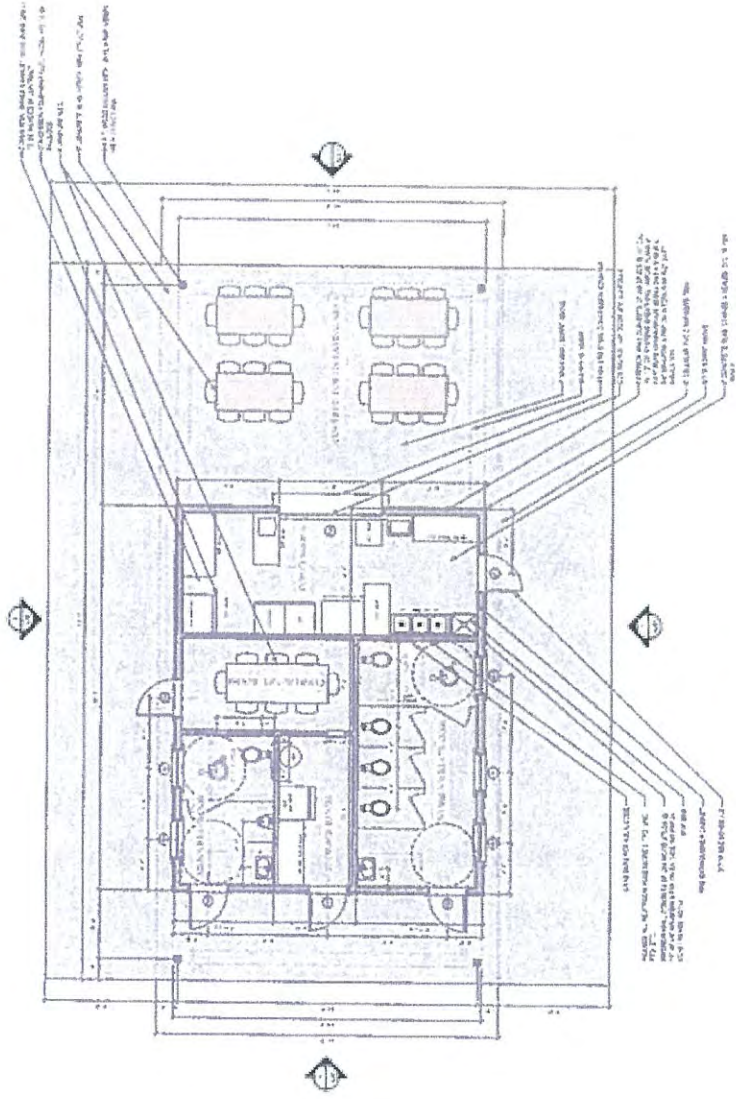
- 1. 4" = 1' (NOT TO SCALE)
- 2. 8" = 1' (NOT TO SCALE)
- 3. 16" = 1' (NOT TO SCALE)
- 4. 32" = 1' (NOT TO SCALE)
- 5. 64" = 1' (NOT TO SCALE)
- 6. 128" = 1' (NOT TO SCALE)
- 7. 256" = 1' (NOT TO SCALE)
- 8. 512" = 1' (NOT TO SCALE)
- 9. 1024" = 1' (NOT TO SCALE)
- 10. 2048" = 1' (NOT TO SCALE)





NO.	DESCRIPTION	DATE
1	ISSUED FOR PERMIT	11/11/11
2	ISSUED FOR CONSTRUCTION	11/11/11
3	ISSUED FOR AS-BUILT	11/11/11
4	ISSUED FOR RECORD	11/11/11
5	ISSUED FOR ARCHIVE	11/11/11
6	ISSUED FOR CLOSURE	11/11/11
7	ISSUED FOR DESTRUCTION	11/11/11
8	ISSUED FOR REPAIR	11/11/11
9	ISSUED FOR RENOVATION	11/11/11
10	ISSUED FOR RECONSTRUCTION	11/11/11

PRELIMINARY

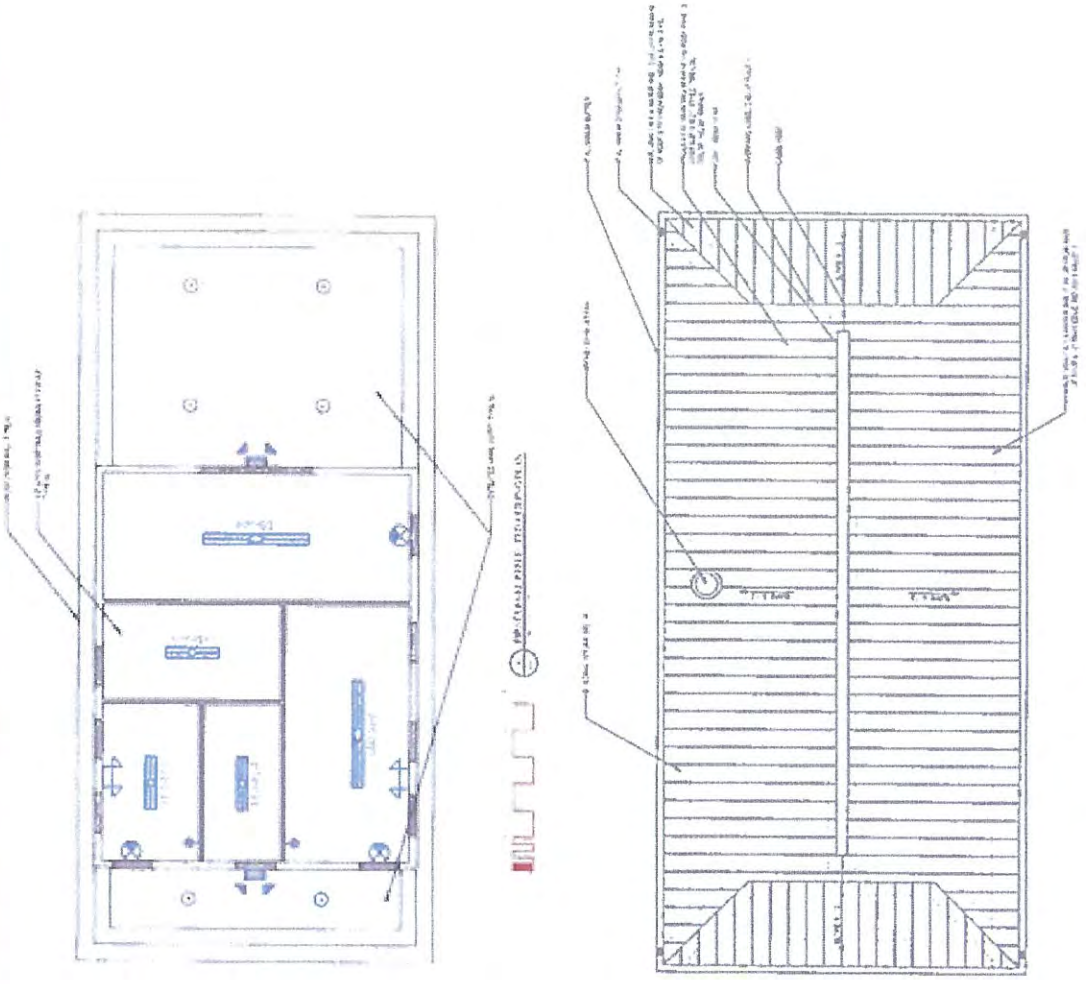


111V  
SAFETY PARK RESIDUAL  
& CONSTRUCTION DETAILS  
SHEET 200 (PAGE TWO)



PROJECT DATA SHEET NO. 101 DATE: 1/17/12 PROJECT: 101 SHEET: 101	ROY & BELL (T) ENGINEERS 10101 101ST AVE SUITE 101 BOSTON, MA 02124 TEL: 617-552-1010 FAX: 617-552-1011 WWW.ROYANDBELL.COM	NAME: ELIZABETH ESTERHAZI A. CONNORS ARCHITECTS 10101 101ST AVE SUITE 101 BOSTON, MA 02124 TEL: 617-552-1010 FAX: 617-552-1011 WWW.ROYANDBELL.COM	VISTA THE COMMONS 10101 101ST AVE SUITE 101 BOSTON, MA 02124 TEL: 617-552-1010 FAX: 617-552-1011 WWW.ROYANDBELL.COM	SHEET NO. 101 DATE: 1/17/12 PROJECT: 101 SHEET: 101	A112

PRELIMINARY

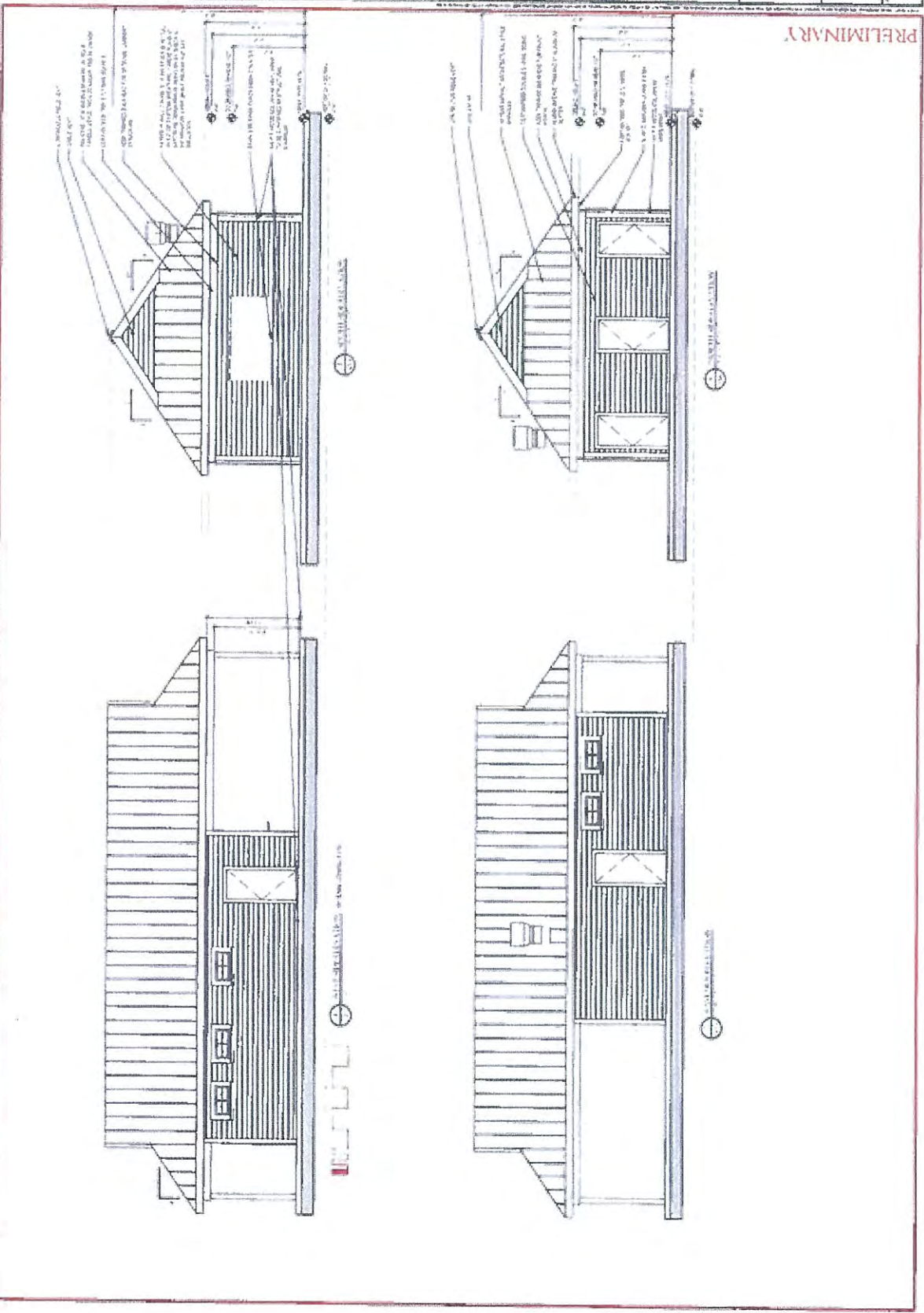


# VISTA

SAVING THE WORLD ONE HOUSE AT A TIME  
A COMMITMENT TO EXCELLENCE  
SINCE 1978

ARCHITECTS

PROJECT DATA






## **BIDDER'S LIST**

APEX Construction  
136 Captains Quarters Road  
Ocean City, Maryland 21842  
240-793-5867

DVB (Delmarva Veteran Builders)  
120 East Market Street, Suite 400  
Salisbury, Maryland 21801  
443-736-1584

Willow Construction  
400 Maryland Avenue  
Easton, Maryland 21601  
410-822-6000

Gillis Gilkerson  
150 West Market Street, Suite 200  
Salisbury, Maryland 21801  
410-749-4821

By    
 DEC 27 2019



23


**Worcester County**  
**DEPARTMENT OF PUBLIC WORKS**  
 6113 TIMMONS ROAD  
 SNOW HILL, MARYLAND 21863

**JOHN H. TUSTIN, P.E.**  
 DIRECTOR

**JOHN S. ROSS, P.E.**  
 DEPUTY DIRECTOR

TEL: 410-632-5623  
 FAX: 410-632-1753

**MEMORANDUM**

**TO:** Harold L. Higgins, Chief Administrative Officer  
**FROM:** John H. Tustin, P.E., Director   
**DATE:** December 27, 2019  
**SUBJECT:** Bid Recommendation Newark Spray Irrigation

**DIVISIONS**

**MAINTENANCE**  
 TEL: 410-632-3766  
 FAX: 410-632-1753

**ROADS**  
 TEL: 410-632-2244  
 FAX: 410-632-0020

**SOLID WASTE**  
 TEL: 410-632-3177  
 FAX: 410-632-3000

**FLEET MANAGEMENT**  
 TEL: 410-632-5675  
 FAX: 410-632-1753

**WATER AND WASTEWATER**  
 TEL: 410-641-5251  
 FAX: 410-641-5185

On December 9, 2019, three bids were received and opened for construction of the Newark Spray Irrigation project. The following summary and attached bids are submitted for your review:

Company Name	Total Base Bid	Total Bid Price with add Alternate
Bunting and Murray Construction Salisbury, MD	\$1,586,962.60 *	\$ 1,604,253.60 *
AIM Services, Inc. Salisbury, MD	\$1,839,300.00	\$1,853,580.00
Chesapeake Turf, LLC Salisbury, MD	\$2,195,810.00	\$\$2,213,610.00
*Corrected total		

Page  
5  
37  
52

The alternate price is for additional computer programming assistance for the system controls.

These bids reflect the design modifications of the project originally bid on July 8, 2019 where the lowest bid was \$2,315,129.60. Clearly, the redesign accomplished its goal of lowering the bid price and has returned the project cost to within the budgetary limits.

Bunting and Murray Construction Corporation (Bunting and Murray) has a long history of completing projects for the Water and Wastewater Division of the Department of Public Works including the Newark Waterline to the Developmental Center, the Showell Elementary School Pump Station, Force Main and Waterline. Although their bid contained a minor math error, it had no impact on the final award recommendation.

Concurrently, we have transmitted the bid information to the Maryland Department of the Environment (MDE) so that, as the funding agency for the project, they can begin their award procedure as well.

Also attached is a recommendation from EA Engineering with their evaluation of the bids submitted. EA Engineering recommends award to Bunting and Murray.

Based on the information listed above, we recommend the County Commissioners award the bid for construction of the Newark Spray Irrigation System to Bunting and Murray in the amount of \$1,604,253.60 pending approval from MDE. \*

Should you have any questions, please feel free to call me.

#### Attachments

cc: John Ross, P. E., Deputy Director  
Jessica Wilson, CPA, Enterprise Fund Controller



EA Engineering, Science,  
and Technology, Inc.

11200 Racetrack Road Unit 101  
Ocean Pines, MD 21811  
Telephone: 410-641-5341  
Fax: 410-641-5349  
www.eaest.com

December 16, 2019

Mr. John Tustin, P.E.  
Director  
Worcester County Dept. of Public Works  
6113 Timmons Road  
Snow Hill, Maryland 21863

**Subject: Newark Spray Irrigation Project – Worcester County, Maryland  
Bid Package Review, Tabulation and Recommendation**

Dear Mr. Tustin:

Bids were received on December 9, 2019 for the Worcester County Newark Spray Irrigation Project. Three bids were received from the following contractors: Bunting & Murray Construction Corporation, AIM Services, Inc., and Chesapeake Turf, LLC. On behalf of the County, EA Engineering, Science and Technology, Inc. PBC (EA) has reviewed each of these bids for completeness in accordance with the bid documents, submitted bid cost, and qualifications based on the type of work to be performed. A Bid Tabulation is attached to this letter for reference. The bid form for this project included one alternative bid item; Allowance for Integration of Equipment into County Scada System and Programming changes to the existing central computer. EA understands that the County would like to include the Alternate Bid Item No. 1. The following is a summary of each of the bids received inclusive of the Base Bid Items and Bid Alternate No. 1.

Bunting and Murray Construction submitted a Base Bid of \$1,646,963.00 and Bid Alternate No. 1 for \$17,291.00. However, two errors were located when tabulating line items 26 and 37 resulting in a reduction in the base bid amount. EA contacted Bunting and Murray to confirm the summation errors. The adjusted base bid is \$1,586,962.60. The bid package included a completed bid form, bid bond, consent of surety, Assurances for Compliance with Federal Laws and Regulation for Water Quality-Treatment Work and Drinking Water Project form, Maryland Department of the Environment Disadvantaged Business Enterprise (DBE) Good Faith checklist, Environmental Protection Agency DBE Subcontractor Utilization Form for Bunting and Murray Construction and Quarry Unlimited, and various correspondence with potential subcontractors. Additionally, Bunting and Murray Construction was active during the bidding phase attending the pre-bid meeting and submitting multiple questions throughout bid advertisement. Bunting and Murray has successfully completed several projects for Worcester County and most recently the Showell School Project which included a pump station, force main and waterline.

AIM Services, Inc. submitted a Base Bid of \$1,839,300.00 and a Bid Alternate No. 1 for \$14,280.00. The bid package included a completed bid form, bid bond, Assurances for Compliance with Federal Laws and Regulation for Water Quality-Treatment Work and Drinking Water Project form, Maryland Department of the Environment Disadvantaged Business Enterprise (DBE) Good Faith checklist, Environmental Protection Agency DBE Subcontractor Utilization Form for Quarry Unlimited, and list of major suppliers/subcontractors.

Chesapeake Turf, LLC submitted a Base Bid of \$2,195,810.00 and Bid Alternate No. 1 for \$17,800.00. The bid package included a completed bid form, proposal bond, Maryland Department of the Environment Disadvantaged Business Enterprise (DBE) Good Faith checklist, Environmental Protection Agency DBE Subcontractor Utilization Form for Chesapeake Turf, LLC, listing Quarry Products "Unlimited" Inc., Atlantic Surveying & Mapping LLC, Acorn Supply & Distributing Inc., and R.L EWING Contractors, Inc.



Based on EA's review of all supplied bid packages, phone discussions, credentials, and bid price, EA recommends the County consider Bunting and Murray Construction be awarded the Newark Spray Irrigation project in the amount of \$1,604,253.60 inclusive of the corrected Base Bid and Bid Alternate No. 1.

Respectfully yours,  
EA ENGINEERING, SCIENCE, AND TECHNOLOGY, INC. PBC

A handwritten signature in black ink, appearing to read 'D. Kolar', written in a cursive style.

Darl Kolar, P.E., BCEE  
Project Manager

Cc: John Ross, P.E. Deputy DPW Worcester County



BID FORM

PROJECT IDENTIFICATION: Newark Spray Irrigation

CONTRACT IDENTIFICATION: E.A. Project No. 1548101

THIS BID IS SUBMITTED TO: County Commissioners of Worcester County—OWNER

SUBMIT BID AT: Worcester County Government Center  
1 West Market Street  
Room 1103  
Snow Hill, Maryland 21863  
Attn: Mr. John Ross, P.E., Deputy Director of Public Works

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an agreement with OWNER in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.
2. Bidder accepts all of the terms and conditions of the Advertisement and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for one hundred and twenty (120) days after the day of Bid opening. Bidder will sign and submit the Agreement with the Bonds and other documents required by the Bidding Requirements within fifteen (15) days after the date of OWNER'S Notice of Award.
3. In submitting this Bid, Bidder represents, as more fully set forth in the Agreement, that:

a. Bidder has examined copies of all the Bidding Documents and of the following Addenda (receipt of all which is hereby acknowledged):

Date(s)	Number(s)
<u>12/2/19</u>	<u>1</u>
12/3/19	2

b. Bidder has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance, or furnishing of the Work.

c. Bidder has obtained and carefully studies (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, and studies which pertain to the subsurface or physical conditions at the site or otherwise may affect the cost, progress,

performance, or furnishing of the Work as Bidder considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of Article 4 of the General Conditions; and no additional examinations, investigations, explorations, tests, reports, or similar information or data are or will be required by Bidder for such purposes.

- d. Bidder has reviewed and checked all information and data shown on or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports, or similar information or data in respect of said Underground Facilities are or will be required by Bidder in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of Article 4 of the General Conditions.
  - e. Bidder has correlated the results of all such observations, examinations, investigations, explorations, tests, reports, and studies with the terms and conditions of the Contract Documents.
  - f. Bidder has given ENGINEER written notice of all conflicts, errors, or discrepancies that it has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to Bidder.
  - g. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation: Bidder has not directly or indirectly induced or solicited any other bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm, or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER.
4. Bidder will complete the Work within two hundred and forty (240) calendar days from receipt of Notice to Proceed for the following price as indicated on the Bid Form.

BID FORM  
NEWARK SPRAY IRRIGATION  
WORCESTER COUNTY, MARYLAND

ITEM NO.	BASE BID ITEM DESCRIPTION	ESTIMATED QTY	UNIT	COST PER UNIT (\$)	TOTAL ITEM COST (\$)
<b>GENERAL</b>					
1	Mobilization and Demobilization	1	LS	\$8207	\$8207
2	Survey and Stake Out	1	LS	\$19616	\$19616
3	Equipment Startup and Forcemain Pressure Testing	1	LS	\$11,986	\$11,986
4a	Lagoon Earthwork - Structural Fill	800	CY	\$39.51	\$31,608
4b	Lagoon Earthwork - Clay	400	CY	\$62.25	\$22,900
5	Raising of Existing Concrete Comminutor, Manhole, and Valve Vault	3	EA	\$4248	\$12,744
6	Selective Demolition and Abandonment	1	LS	\$6479	\$6479
<b>EROSION AND SEDIMENT CONTROL</b>					
7	Furnish and Install Stabilized Construction Entrance	2	EA	\$2881	\$5762
8	Furnish/Install/Maintain Silt Fence	7000	LF	\$1.57	\$10,990
9	Furnish/Install/Maintain Super Silt Fence	1400	LF	\$8.11	\$11,354
10	Vegetative Stabilization	10	AC	\$1903	\$19,030
11	Gravel Access Driveways	400	CY	\$105	\$42,000
12	Turbidity Barrier - Type 1	440	LF	\$121.65	\$53,526
<b>CHLORINE CONTACT CHAMBER DEMOLITION</b>					
13	Wet Well structure retrofit (Demo, Associated Excavation for vertical expansion)	1	LS	\$42,027	\$42,027
14	Demolish and Remove all Mechanical Equipment, Hangers, Fiberglass Lid, and Baskets	1	LS	\$7775	\$7775
15	Remove Associated Electrical Items and Controls	1	LS	\$3887	\$3887
<b>WET WELL AND VALVE VAULT RENOVATIONS</b>					
16	Furnish and Install all items and material associated with construction of the wet well	1	LS	\$39,905	\$39,905
17	SS Hardware and cables, link seals and associated piping for suction lift station	1	LS	\$50,753	\$50,753
18	Floats and Ultrasonic Level Sensor	1	LS	\$7701	\$7701
19	Magnetic Flow Meter, Vault and Appurtenances	1	LS	\$27,253	\$27,253
20	Suction Lift Station	1	LS	\$185,628	\$185,628
<b>ELECTRICAL</b>					
21	Electrical Service at the Lagoon	1	LS	\$78014	\$78014
22	Equipment Mounting Rack at the Lagoon	1	LS	\$3793	\$3793
23	Pump Control Panel (at the Lagoon)	1	LS	\$44,969	\$44,969
24	Power Distribution Equipment (panelboards, electrical utility meter, disconnect switch, combination motor starters, transformer) at the Lagoon	1	LS	\$103,050	\$103,050
25	Site work at the Lagoon (including installation of the underground conduits and conductors)	1	LS	\$35,963	\$35,963
26	Miscellaneous Equipment at Lagoon (including the site light and exhaust fan)	1	LS	\$14,647	\$14,647
27	Electrical Service at Spray Field	1	LS	\$5087	\$5087
28	Equipment Mounting Rack at the Spray Field	1	LS	\$3793	\$3793
29	Pump Control Panel for the Center Pivot (at the Spray Field)	1	LS	\$5218	\$5218
30	Power Distribution Equipment (panelboard, electrical utility meter, disconnect switch, combination motor starters) at the Spray Field	1	LS	\$9887	\$9887

31	Site work at the Spray Field (including installation of the underground conduits and conductors)	1	LS	\$2485	\$2485
32	Miscellaneous equipment at the Spray Field	1	LS	\$981	\$981
MECHANICAL					
33	Furnish and Install Air Release Valve	2	EA	\$6315	\$12630
34	Furnish and Install Blow Off Valves	3	EA	\$6189	\$18567
35	Furnish and Install Sampling Station	1	EA	\$8100	\$8100
36	Furnish and Install Fittings	1	LS	\$10,516	\$10,516
37	Furnish and Install RCP Pipe	40	LF	64.54	\$2582
38	Furnish and Install Duplex Basket Strainer	1	EA	\$27,640	\$27,640
39	Furnish and Install 6" C-900 Forcemain – Open Cut	3,100	LF	\$35.19	\$109,089
40	Furnish and Install 6" Directional Drilled Forcemain	3,600	LF	\$84.02	\$302,472
41	Furnish and Install Precast Concrete Air Release and Blow off Valve Structures	13	EA	\$1849	\$24037
42	Center Pivot Spray Irrigation System	1	LS	125230	125230
43	AASHTO No. 57 Stone for Pipe Bedding	100	Tons	70.82	7082
TOTAL BID:					1,046,963
ITEM NO.	ALTERNATE BID ITEM DESCRIPTION	ESTIMATED QTY	UNIT	COST PER UNIT (\$)	TOTAL ITEM COST (\$)
01	Allowance for Integration of Equipment into County Scada System, Programming Changes to Existing Central Computer	1	LS	\$17291	\$17291

TOTAL BASE BID (Bid Items 1- 43) PRICE IN WORDS: one million six hundred forty six thousand nine hundred sixty three dollars

TOTAL BASE WITH ADD ALTERNATES (Bid Items 1- 43 and Alternate Bid Item No. 01) BID PRICE IN WORDS: \$1,064,254.00 one million six hundred sixty four thousand two hundred and four dollars

5. The following documents are attached to and made a condition of this Bid:
  - a. Required bid Security in the form of bond or cashier's check.
  - b. A tabulation of Subcontractors, Suppliers, and other persons and organizations required to be identified in this Bid.
  - c. Bidder's Qualification Statement with supporting data.
6. Communications concerning this Bid shall be addressed:

Darl Kolar, P.E.  
EA Engineering, Science, and Technology, Inc., PBC  
11200 Racetrack Road, Unit 101A  
Ocean Pines, MD 21811

7. The terms used in this Bid which are defined in the General Conditions of the Construction Contract included as part of the Contract Documents have the meanings assigned to them in the General Conditions.

SUBMITTED ON December 9<sup>th</sup>, 2019.

If Bidder is:

An Individual

By \_\_\_\_\_ (SEAL)  
(Individual's Name)

\_\_\_\_\_  
(Signature)

doing business at

Business Address: \_\_\_\_\_  
\_\_\_\_\_

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

A Partnership

By \_\_\_\_\_ (SEAL)  
(Firm Name)

\_\_\_\_\_  
(General Partner)

\_\_\_\_\_  
(Signature)

Business Address: \_\_\_\_\_  
\_\_\_\_\_

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

A Corporation

By Bunting and Murray Construction (SEAL)  
(Corporation Name)  
Delaware  
(State of Incorporation)

By Jay C Murray  
(Name of Person Authorized to Sign)  
President  
(Title)

Jay C Murray Pres  
(Signature)

(Corporate Seal)

Attest Coleman Bunting (SEAL)  
(Secretary)

Business Address: 32924 Lighthouse Rd Seabrook DE 19975

Phone Number: 302 436 5144

A Joint Venture

By \_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Address)

By \_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Address)

(Each joint venture must sign. The manner of signing for each individual, partnership, and corporation that is a party of the joint venture should be in the manner indicated above.)

# THE AMERICAN INSTITUTE OF ARCHITECTS

## AIA Document A310 Bid Bond

KNOW ALL MEN BY THESE PRESENTS, THAT WE Bunting & Murray Construction Corporation  
32924 Lighthouse Road, Selbyville, DE 19975

as Principal, hereinafter called the Principal, and First Indemnity of America Insurance Company  
2740 Route 10 West, Suite 205, Morris Plains, NJ 07950

a corporation duly organized under the laws of the State of NJ

as Surety, hereinafter called the Surety, are held and firmly bound unto County Commissioners of Worcester County  
Worcester County Government Center, 1 West Market Street, Room 1103, Snow Hill, MD 21863

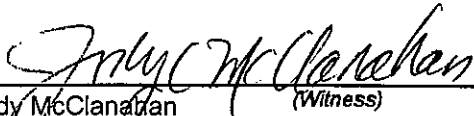
as Obligee, hereinafter called the Obligee, in the sum of Five Percent of Amount Bid

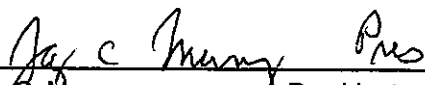
\_\_\_\_\_ Dollars (\$ \_\_\_\_\_ 5% \_\_\_\_\_),  
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

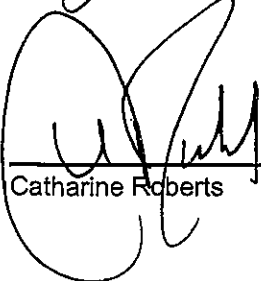
WHEREAS, the Principal has submitted a bid for Newark Spray Irrigation, Worcester County, Maryland

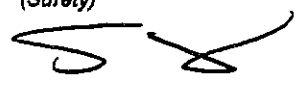
NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and materials furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 9th day of December, 2019

  
Jody McClanahan (Witness)

Bunting & Murray Construction Corporation  
(Principal) (Seal)  
By:  President (Title)  
Jay C. Murray

  
Catharine Roberts (Witness)

First Indemnity of America Insurance Company  
(Surety) (Seal)  
By:  (Title)  
Attorney-in-Fact Scott C Mahorsky

## CONSENT OF SURETY

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of \$1.00, lawful money of the United States of America, the receipt whereof is hereby acknowledged, paid the undersigned corporation, and for other valuable consideration, the First Indemnity of America Insurance Company organized and existing under the laws of the State of NJ and licensed to do business in the State of MD certifies and agrees, that if contract for Newark Spray Irrigation, Worcester County, Maryland

for County Commissioners of Worcester County

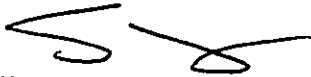
is awarded to Bunting & Murray Construction Corporation

the undersigned Corporation will execute the bond or bonds as required of the contract documents and will become Surety in the full amount set forth in the contract documents for the faithful performance of all obligations of the Contractor.

Signed and sealed this 9th day of December, 2019.

First Indemnity of America Insurance Company

By:

  
Scott C Mahorsky, Attorney-in-Fact





**MARYLAND INSURANCE ADMINISTRATION**  
**CERTIFICATE OF AUTHORITY**

No. 003816

The below named insurer has authority to transact, within this State until the 30th day of June next, unless said authority is revoked prior to said day in accordance with law, the kinds of insurance set forth below and specifically designated by code letters. Code letters are detailed on reverse side.

S

EFFECTIVE DATE
07 01 2017
MO DAY YR.

**First Indemnity of America Insurance Company**  
**2740 State Rte. 10**  
**Suite 205**  
**Morris Plains, NJ 07950 USA**

*App W. Palmer J*

Insurance Commissioner

FIRST INDEMNITY OF AMERICA  
INSURANCE COMPANY

2740 Route 10 West, Suite 205, Morris Plains, N.J. 07950  
Telephone: (973) 402-1200

POWER OF ATTORNEY FOR BONDS AND UNDERTAKINGS

Know All Men By These Presents: That First Indemnity of America Insurance Company, a Corporation of the State of New Jersey does hereby appoint: Scott C. Mahorsky, Richard V. Dobbs, Jr., Kimberly G. Rively, Adam Grap, Christine Hartung, its true and lawful Attorneys-in-Fact: to make, execute, sign, acknowledge, affix the Company Seal to, deliver any and all surety bonds, undertakings, recognizances, and other contracts of indemnity and writings obligatory in the nature of a bond, for and on behalf of said Company and as an act and deed of said Company, NOT TO EXCEED THREE MILLION DOLLARS FOR ANY BOND OR CONTRACT PRICE.

IN WITNESS WHEREOF, First Indemnity of America Insurance Company of the State of New Jersey has executed these presents this 20th day of March, 2012.



*Patrick J. Lynch*

Patrick J. Lynch, President

STATE OF NEW JERSEY )  
COUNTY OF MORRIS ) ss:

On this 20th day of March, 2012, before me came the above named officer of First Indemnity of America Insurance Company of New Jersey, to me personally known to be the individual and officer described herein, and acknowledge that he executed the foregoing instrument and affixed the seal of said corporation thereto by authority of this office.



*Kathleen Fochesto*

KATHLEEN FOCHESTO  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires 3/16/2020

CERTIFICATE

Excerpts of Resolutions (Article V, Paragraph 5, of the By-Laws of said Company) adopted by the Board of Directors of the First Indemnity of America Insurance Company of the State of New Jersey, March 20, 2012.

RESOLVED, that the President, or any one of the Vice Presidents specially authorized to do so by the Board of Directors, or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Attorneys-in-Fact as the business of the company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertakings, recognizances, stipulations, policies, contracts, agreements, deeds, and release and assignment of judgments, decrees, mortgages and instruments in the nature of mortgages, and also all other instruments and documents which the business of the Company may require and to affix the Seal of the Company thereto.

RESOLVED, that the signatures and attestations of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating to the Power of Attorney by facsimile and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond, undertaking, recognizances or other contract of indemnity of writing obligatory in the nature thereof.

I, Jane E. Lynch, Secretary of First Indemnity of America Insurance Company of New Jersey, do hereby certify that the foregoing excerpts of the Resolution adopted by the Board of Directors of the Corporation and the Powers of Attorney issued pursuant thereto, are true and correct and that both the Resolution and the Powers of Attorney are in full force and effect.

IN WITNESS WHEREOF, I have herewith set my hand and affixed the seal of said Corporation this 9th day of December, 2019.

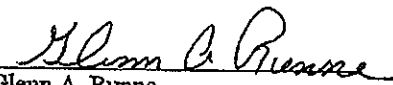


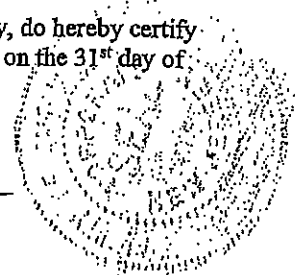
*Jane E. Lynch*  
Jane E. Lynch, Secretary

**FIRST INDEMNITY OF AMERICA INSURANCE COMPANY**  
**2740 Route 10 West, Suite 205, Morris Plains, N.J. 07950**  
**STATEMENT OF FINANCIAL CONDITION AS OF DECEMBER 31, 2018**

<b>Assets:</b>	
Bonds	\$ 3,829,742
Preferred & Common Stocks	3,202,355
Mortgage Loans	116,415
Real Estate	1,168,901
Cash and Short Term Investments	1,444,826
Investment Income Due and Accrued	56,965
Premiums in the Course of Collection (under 90 days)	300,670
Reinsurance Recoverable on Loss and LAE Payments	115,671
Deferred Tax Asset	583,504
Other Assets	<u>81,933</u>
<b>Total Admitted Assets</b>	<b>\$ <u>10,900,982</u></b>
 <b>Liabilities and Surplus:</b>	
Reserve for Loss and Loss Adjustment Expenses	1,863,286
Other Expenses	289,442
Taxes Licenses and Fees	(18,834)
Federal Income Tax Payable	68,633
Unearned Premium	1,630,073
Amounts Withheld or Retained for Others	21,865
Ceded Reinsurance Balances Payable	(110,356)
Liability for Unauthorized Reinsurers	<u>-</u>
<b>Total Liabilities</b>	<b>3,743,909</b>
 <b>Capital &amp; Surplus:</b>	
Common Stock, Paid Up	2,500,000
Paid in and Contributed Surplus	1,480,945
Unassigned Surplus	<u>3,176,128</u>
<b>Surplus as Regards to Policyholders</b>	<b><u>7,157,073</u></b>
<b>Total Liabilities and Surplus</b>	<b>\$ <u>10,900,982</u></b>

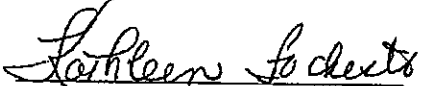
I, Glenn A. Runne, Chief Financial Officer of First Indemnity of America Insurance Company, do hereby certify that the foregoing statement is a correct exhibit of the assets and surplus of the said company, on the 31<sup>st</sup> day of December, 2018, according to the best information, knowledge, and belief.

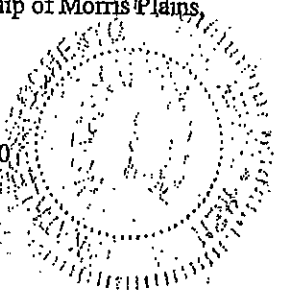
  
 Glenn A. Runne  
 Chief Financial Officer



State of New Jersey)  
 County of Morris) SS:

Subscribed and sworn to, before me, a Notary Public of the State of New Jersey in the Township of Morris Plains, this 31st day of December, 2018.

  
 Kathleen Fochesto  
 My Commission Expires March 16, 2020



KATHLEEN FOCHESTO  
 NOTARY PUBLIC OF NEW JERSEY  
 My Commission Expires 3/16/2020

ASSURANCES FOR COMPLIANCE WITH FEDERAL LAWS AND REGULATIONS  
FOR WATER QUALITY-TREATMENT WORKS AND DRINKING WATER PROJECT

Project Name: Newark Spray Irrigation Contract No. (if applicable): \_\_\_\_\_

The contractor is required to comply with the following Federal laws and regulations:

1. Non-discrimination in Employment in accordance with Executive Order 11246 of September 24, 1965 entitled "Equal Employment Opportunity" as amended by Executive Order 11375 of October 13, 1967.
2. Debarment in accordance with the Executive Order 12549 and Executive Order 11246.
3. Anti-kickback in accordance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874).
4. Contract Work Hours and Safety Standards in accordance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330).
5. Compliance with Guidelines Contained in 40 CFR 247-254 (RCRA - Section 6002).
6. The prevailing Federal wage rates as determined by the U.S. Department of Labor under the Davis-Bacon and related acts. The prevailing wage determination category that should be used for this project is Heavy Construction (including water and sewer). Available at: <https://beta.sam.gov/>.

General Decision Number: MA 20190026 Date: 8/16/19

7. Maryland Antidegradation Implementation Procedures as promulgated in three regulations: COMAR 26.08.02.04 sets out the policy itself, COMAR 26.08.02.04-1, provides for identification and implementation of Tier II (high quality waters) of the antidegradation policy, and COMAR 26.08.02.04-2 that describes Tier III (Outstanding National Resource Waters or ONRW), the highest quality waters. No Tier III waters have been designated at this time.
8. Use of American Iron and Steel, as promulgated by H.R. 3547, "Consolidated Appropriations Act, 2014," Division G, Title IV, enacted on January 17, 2014.

I do solemnly declare and affirm that I am obligated to comply with the above Federal laws and regulations. It is understood that non-compliance with any one of the above Federal laws and regulations will be sufficient reason to cause termination of the contract.

Bunting and Murray Construction  
Contractor

Signed by: Jay C Murray Pres  
Authorized Officer

12/9/19  
Date

Jay C Murray  
Name (Print)

President  
Title (Print)

**MARYLAND DEPARTMENT OF THE ENVIRONMENT**

1800 Washington Boulevard Suite 515 Baltimore MD 21230-1718

410 537 3119 1-800-633-6101

[http://www.mde.state.md.us/programs/Water/QualityFinancing/MinorityandWomensBusinessEnterprises/Pages/Programs/WaterPrograms/Water\\_Quality\\_Finance/MWBE/index.aspx](http://www.mde.state.md.us/programs/Water/QualityFinancing/MinorityandWomensBusinessEnterprises/Pages/Programs/WaterPrograms/Water_Quality_Finance/MWBE/index.aspx)

**Disadvantaged Business Enterprise (DBE) Good Faith Efforts Checklist**  
To be completed by Prime (Construction & A/E) Contractor

Project Name: Newark Spray Irrigation

**Procurement Category:** Check box for all M/WBE procurement categories being reported under the above referenced project.    Construction     Equipment     Services     Supplies

*For each procurement action, please answer the following questions*

**A: Develop Bidders List of DBE firms**

- |    |  |   |  |
|----|--|---|--|
| A1 | Did you develop a Bidders List of DBE firms?                           | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/>            |
| A2 | Did you advertise in minority, local, regional papers or Dodge Report? | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/>            |
| A3 | Did you send invitation for bids to DBE trade associations?            | Yes <input type="checkbox"/>            | No <input checked="" type="checkbox"/> |
| A4 | Did you contact US-SBA/MBDA/MDOT?                                      | Yes <input type="checkbox"/>            | No <input checked="" type="checkbox"/> |
| A5 | Did you receive Bidders List from Loan Recipient?                      | Yes <input type="checkbox"/>            | No <input checked="" type="checkbox"/> |
| A6 | Did you provide MDE with Bidders List?                                 | Yes <input type="checkbox"/>            | No <input checked="" type="checkbox"/> |

**B: Smaller work components and delivery schedules**

- |    |  |   |                             |
|----|--|---|-----------------------------|
| B1 | Did DBE firms have opportunities to bid as subcontractors?   | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| B2 | Did you break down the project, where economically feasible, into smaller components for DBE firms to bid as subcontractors? | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| B3 | Do project components have reasonable delivery schedules?  | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| B4 | Did you allow a reasonable time for DBEs to bid?   | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| B5 | Did you encourage DBEs to bid as a consortium due to project size?   | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |

**C: Solicitation Summary of DBE firms (Prime Contractor must fill EPA Form 6100-4)**

- |    |   |   |  |
|----|---|---|--|
| C1 | Did you use the Bidders List to solicit subcontractors?                 | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/>            |
| C2 | Did DBE firms bid as subcontractors (provide list, work type, & price)? | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/>            |
| C3 | Did you select any DBE firms as subcontractor?                          | Yes <input type="checkbox"/>            | No <input checked="" type="checkbox"/> |
| C4 | Is the subcontractor using any additional subcontractors?               | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/>            |

**Prime contractor must provide to loan recipient: (1) list of ALL subcontractors (DBE and non-DBE) with type of work and estimated dollar amounts; (2) completed EPA Form 6100-4; and, (3) completed EPA Form 6100-3 for each DBE subcontractor. Also, EPA Form 6100-2 to each DBE subcontractor.**

**Supporting Documentation**

*In support of the actions taken in items A, B, and C, (above), all prime contractors must attach this checklist along with supporting documentation for "Yes" answers and an explanation for "No" answers. Examples of supporting documentation include: (i) Bidders List of DBE firms; (ii) list of sub-contract work elements possible under the prime contract; (iii) proof of contact with DBE firms as potential sub contractors (copies of invitations for bids/RFP, contact letters, faxes and telephone call sheets, etc.); (iv) copies of all procurement advertisements; and, (v) list of all sub contractors that submitted bids/RFP.*

Jay C Murray President  
Prime Contractor's Name and Title

Jay C Murray Pres  
Prime Contractor Official's Signature/ Date

Contact Phone # (302) 436 5144



OMB Control No: 2090-0030  
 Approved: 8/13/2013  
 Approval Expires: 8/31/2015

**Disadvantaged Business Enterprise (DBE) Program  
 DBE Subcontractor Utilization Form**

This form is intended to capture the prime contractor's actual and/or anticipated use of identified certified DBE<sup>1</sup> subcontractors<sup>2</sup> and the estimated dollar amount of each subcontract. An EPA Financial Assistance Agreement Recipient must require its prime contractors to complete this form and include it in the bid or proposal package. Prime contractors should also maintain a copy of this form on file.

Prime Contractor Name <i>Bunting and Murray Construction</i>		Project Name <i>Newark Spray Irrigation</i>	
Bid/ Proposal No.	Assistance Agreement ID No. (if known)	Point of Contact	
Address <i>32924 Lighthouse Rd Selbyville DE 1975</i>			
Telephone No. <i>(302) 4766 5144</i>		Email Address <i>jody@buntingandmurray.com</i>	
Issuing/Funding Entity:			

I have identified potential DBE certified subcontractors	<input checked="" type="radio"/> YES	<input type="radio"/> NO
--	--------------------------------------	--------------------------

If yes, please complete the table below. If no, please explain:

Subcontractor Name/ Company Name	Company Address/ Phone/ Email	Est. Dollar Amt	Currently DBE Certified?
<i>Pugh Trucking</i>	<i>P.O. Box 395 Sharpton MD 21861 410 883 2538</i>	<i>\$24830 -</i>	<i>Yes</i>
<i>Quarry Unlimited</i>	<i>P.O. Box 395 Sharpton MD 21861 410 883 - 2538 quarryunlimited@adl.com</i>	<i>\$24830 -</i>	<i>Yes</i>

Continue on back if needed

<sup>1</sup> A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.205 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

<sup>2</sup> Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.



OMB Control No: 2090-0030  
 Approved: 9/13/2013  
 Approval Expires: 8/31/2015

**Disadvantaged Business Enterprise (DBE) Program  
 DBE Subcontractor Utilization Form**

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I am aware of that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302 (c).

Prime Contractor Signature	Print Name
<i>Jay C Murray Pres</i>	Jay C Murray
Title	Date
President	12/9/19

The public reporting and recordkeeping burden for this collection of information is estimated to average three (3) hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed form to this address.



OMB Control No: 2090-0030  
 Approved: 8/13/2013  
 Approval Expires: 8/31/2015

**Disadvantaged Business Enterprise (DBE) Program  
 DBE Subcontractor Performance Form**

This form is intended to capture the DBE<sup>1</sup> subcontractor's<sup>2</sup> description of work to be performed and the price of the work submitted to the prime contractor. An EPA Financial Assistance Agreement Recipient must require its prime contractor to have its DBE subcontractors complete this form and include all completed forms in the prime contractors bid or proposal package.

Subcontractor Name <i>Quarry Unlimited</i>		Project Name	
Bid/ Proposal No.	Assistance Agreement ID No. (if known)	Point of Contact	
Address <i>PO Box 395 Sharpton MD 21861</i>			
Telephone No. <i>410 883 2538</i>	Email Address <i>quarryunlimited@aol.com</i>		
Prime Contractor Name <i>Bunting &amp; Murray Construction</i>		Issuing/Funding Entity:	

Contract Item Number	Description of Work Submitted to the Prime Contractor Involving Construction, Services, Equipment or Supplies	Price of Work Submitted to the Prime Contractor
	<p>NAICS Codes:</p> <p><i>*423820 - Wholesale of Aggregate Materials, Asphalt, Cement &amp; Bulk Cement &amp; related Construction Materials</i></p> <p><i>*484220 - Specialized freight used in transporting materials</i></p>	
DBE Certified By: <input checked="" type="radio"/> DOT <input checked="" type="radio"/> SBA <input checked="" type="radio"/> Other: <i>MDE/CDE/WDE/SBA</i>		Meets/exceeds EPA certification standards? <input type="radio"/> YES <input type="radio"/> NO <input type="radio"/> Unknown

<sup>1</sup> A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.205 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

<sup>2</sup> Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.





OMB Control No: 2090-0030  
 Approved: 8/13/2013  
 Approval Expires: 9/31/2015

**Disadvantaged Business Enterprise (DBE) Program  
 DBE Subcontractor Performance Form**

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I am aware of that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302 (c).

Prime Contractor Signature	Print Name
<i>Jay C Murray Pres</i>	Jay C Murray
Title	Date
President	12/9/19

Subcontractor Signature	Print Name
<i>Diana L Walker</i>	DIANA L. WALKER
Title	Date
President	December 9, 2019

The public reporting and recordkeeping burden for this collection of information is estimated to average three (3) hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMS control number in any correspondence. Do not send the completed form to this address.

# BUNTING & MURRAY CONSTRUCTION CORPORATION

TRACY LEWIS  
TRACY@BUNTINGANDMURRAY.COM

32924 LIGHTHOUSE ROAD  
SELBYVILLE DE 19975

PHONE: 302 436-5144  
FAX: 302 436-1753

NOVEMBER 26, 2019

TO: THE DAILY TIMES  
FAX: 410 341-6709

RE: BID AD

PLEASE RUN THE FOLLOWING AD FOR THREE CONSECUTIVE DAYS AS SOON AS POSSIBLE:

BUNTING & MURRAY—EEO EMPLOYER—IS ACCEPTING DBE/WBE BIDDERS FOR THE FOLLOWING PROJECT: NEWARK SPRAY IRRIGATION NEWARK, MD. THIS IS A DAVIS BACON PREVAILING WAGE PROJECT.

AREAS OF WORK TO INCLUDE: SURVEY/LAYOUT, RENTAL TRUCKS, DIRECTIONAL DRILLINGS, AND ELECTRICAL WORK.

FOR BID DETAILS & QUESTIONS, CONTACT KEITH AT 302-436-5144 OR KEITH@BUNTINGANDMURRAY.COM

BIDS REQUESTED BY END OF DAY 12/03/19.

THANK YOU!

*Confirmation*  
*180843 7432*

**Keith Cordrey**

---

**From:** Keith Cordrey  
**Sent:** Tuesday, November 26, 2019 7:43 AM  
**To:** baptistelectric@yahoo.com  
**Subject:** Newark Spray Irrigation Job

Good Morning,

I would like to extend an invitation to bid on the electrical part of the Newark Spray Irrigation Job located in Newark, Maryland. The job is near Newark Road in Newark, Maryland (Worcester County). The bid is due to our office by December 3<sup>rd</sup> to our office so we can have it completed by the 9<sup>th</sup> of December.

If you accept I will send the prints by drop box, and the specs by email.

**Keith Cordrey**

---

**From:** Keith Cordrey  
**Sent:** Tuesday, November 26, 2019 8:07 AM  
**To:** monelandsonstrucking@yahoo.com  
**Subject:** Newark Spray Irrigation Job

Good Morning,

I would like to extend an invitation to bid on the hauling of dirt, stone and other miscellaneous material to and from the Newark Spray Irrigation Job located in Newark, Maryland. The job is located near Newark Road in Newark, Maryland (Worcester County).

The bid is due to our office by December 3<sup>rd</sup> to our office so we can have it completed by the 9<sup>th</sup> of December.

If you accept the invitation I send the prints by drop box, and the specs by email.

## Keith Cordrey

---

**From:** Keith Cordrey  
**Sent:** Tuesday, November 26, 2019 8:01 AM  
**To:** oforeman@verizon.net  
**Subject:** Newark Spray Irrigation Job

Good Morning,

I would like to extend an invitation to bid on the hauling of dirt, stone and other miscellaneous material at the Newark Spray Irrigation Job located in Newark, Maryland. The job is located near Newark Road in Newark, Maryland (Worcester County).

The bid is due to our office by December 3<sup>rd</sup> so we can have it completed by the 9<sup>th</sup> of December.

If you accept I send further information on the job.

Thanks

## Keith Cordrey

---

**From:** Keith Cordrey  
**Sent:** Tuesday, November 26, 2019 7:54 AM  
**To:** grassoffence@yahoo.com  
**Subject:** Newark Spray Irrigation jon

Good Morning,

I would like to extend an invitation to bid on the silt fence, super silt fence and repair at the Newark Spray Irrigation Job located in Newark, Maryland. Email me back if you accept and I will send a drop box of the prints and email the specs for the job.

Thanks and look forward to you bidding the job.

Email Error on Grass of Fence End  
No longer in business. Looked at internet 11/26/19 849A.<sup>m</sup>

**Keith Cordrey**

---

**From:** Microsoft Outlook  
**To:** grassoffence@yahoo.com  
**Sent:** Tuesday, November 26, 2019 7:54 AM  
**Subject:** Undeliverable: Newark Spray Irrigation jon

*Proof of reaching out*



Your message to grassoffence@yahoo.com couldn't be delivered.

When Office 365 tried to send your message, the receiving email server outside Office 365 reported an error.

**kcordrey**  
Sender

**Office 365**

**grassoffence**  
**Action Required**

Policy violation or system error

**How to Fix It**

Check the "Reported Error" from the "Error Details" section shown below for more information about the problem. The error might tell you what went wrong and how to fix it. For example, if the error states that the message was blocked due to a potential virus or because the message was too large, try sending the message again without attachments.

If you're not able to fix the problem, it's likely that only the recipient's email admin can fix it. Contact the recipient by some other means (by phone, for example) and ask them to tell their email admin about the problem. Give them the "Reported Error" from the "Error Details" section below.

*Was this helpful? [Send feedback to Microsoft.](#)*

---

**More Info for Email Admins**

Status code: 550 5.0.350

The error reported by the receiving server wasn't specific enough to determine the exact

Went through all that apply

August 16, 2011

Re: South Coastal Regional Wastewater Facilities: PS#30 FM Contract 11-02

This is to certify that the following DBE/WBE Subcontractors were contacted in regard to the above mentioned project:

1. Bid Ad run in The Daily Times, Salisbury, MD – 7/14, 7/15, 7/16/11 (Certified copy of ad attached)

2. 7/13/11 ~ Contacted via Email (copy of email attached):

<del>Abby Enterprises</del>	Airport Design Consultants	ALVI Associates	Amdyne Corporation
<del>American Flag</del>	Armand Corporation	Arora Engineers	A-Tech Engineering
Atlas Flasher & Supply	Best Budd & Daughters Trucking	Bluegrass Hydroseeding	Cadit Company
<del>Chilton Engineering</del>	Clark Transportation Services	CNS Construction	Commercial Contracting Supplies
<del>Cook Hauling</del>	Court One	Crawford Trucking	Curbs Etc
Daniel Consultants	Decision Distribution	Delmar Land	DeSilvio & Company
<del>Desmond A Baker &amp; Assoc.</del>	DLR Distributors	E2CR Inc	Envision Consultants
E-Squared Consulting	Farm Harvesters of DE	Fast Formliners	Filly Oil / Filly Supply
Findling	First State Manufacturing	Flylow Trucking	Garcia Bridge Engineers
<del>Garden State Highway Products</del>	Garg Consulting	Geo-Explorers	Glass Depot
<del>Griffin Sign Company</del>	Heartland Trucking	Highway Markings	Icivil
J Murphy Consulting	J&O Trucking	Janette Redrow	<del>Johnsons Concrete Construction</del>
Jones Masonry Restoration	Keys Materials	KMJ Consulting	KNJ
Kriss Contracting	Lake Glenn Enterprises	Lee McNeill Associates	Letke Security Contractors
M&G Hauling	Maddrey Trucking	Madison Supply	Mark Lang
Marshall Dump Service	Mig Environmental	Moorway Painting	Mountain Consulting
<del>Nanticoke Fence</del>	Nasir & Associates	Natural Eco Solutions	NXL Construction
O R George & Associates	Phoenix Engineering	<del>Prime Engineering</del>	Professional Conveyor South
<del>Progressive Engineering</del>	R A S Addis & Associates	Ramesh Batta Assoc	Ram-T Corporation
RJM Engineering	S&T Trucking	Sabra, Wang & Assoc	Sams Construction
Sandra & Gary	Selecto-Flash Safety	Solid Network Solutions	<del>Specialty Engineering</del>
Stripe-A-Lot	Susquahanna Civil	Tech International Group	The Loren Group
The Ratsep Group	Transmart Technologies	Tree of Life Landscaping	United Power & Communications
Urban Gis	Vertech International	Yeh Tendom Associates	Zober Contracting

3. 7/13/11 ~ Contacted via USPS (label copies attached):

C D Richardson Trucking	Evans Trucking	Otha Andrew Fisher	Price & Son Septic
Paul Pugh Trucking	Baltimore Electric	<del>Callahan Paving</del>	JCMS
M&M Construction	P&S Painting	Trues Concrete	<del>Traffic &amp; Safety Signs</del>

Carrie A. Tingle, Secretary

Nick Lingo, Estimator



**Keith Cordrey**

---

**From:** Keith Cordrey  
**Sent:** Monday, December 2, 2019 10:46 AM  
**To:** quarryunlimited@aol.com  
**Subject:** Newark Spray Irrigation Bid

MBE Supplier

Good Morning,

Here are the quantities for the Newark Spray Irrigation Job.

Structural Fill (Hauled from our pit on Whiton Road): 800 cy  
Clay (Hauled from undetermined site currently): 400 cy  
Cr6 Stone: 400 cy  
57s Stone: 100 tons

The job is located on Newark Road in Newark, Maryland

**QUARRY PRODUCTS "UNLIMITED" INC.**

P.O. BOX 395  
 SHARPTOWN, MD 21861  
 EMAIL:quarryunlimited@aol.com  
 PHONE: 410-883-2538

**QUOTE**

MBE/DBE/WBE/SBA FED. ID #52-1789145  
 MD CERT#98-087 DELDOT DBE CERT#942  
 VDOT DBE#685867 PA DBE CERT#14683  
 NAICS CODE: 423320 & 484220

"MERCHANT WHOLESALER & HAULER"  
 AGGREGATES & ASPHALT CEMENT

**COMPANY NAME / ADDRESS**  
 BUNTING AND MURRAY CONSTRUCTION CORP  
 32924 LIGHTHOUSE ROAD  
 SELBYVILLE, DE 19975

**CONTACT INFO:**  
 KEITH CORDREY  
 302-864-5110  
 kcordrey@buntingandmurray.com

December 05, 2019

**PROJECT:**  
 NEWARK SPRAY IRRIGATION  
 NEWARK, MD

PRODUCT	QTY/TONS	PRICE PER TON	FREIGHT
<b>AGGREGATE MATERIALS</b>			
CRUSHER RUN	800	\$20.00	\$6.75
AASHTO # 57	100	\$27.15	\$6.75
<b>HAULING OF STRUCTURED</b>			
FILL CLAY:		\$85.00 per hr.	Way too high

21400  
 3390

**TERMS:**  
 NET 20 DAYS  
 PRICING GOOD THRU DECEMBER 2020  
 NO SALES TAX INCLUDED

Fill 6 Days 8hrs. per day  
 4080

Clay 2040

1008 cfb  
 3022.3  
 10,150

SIGNATURE OF ACCEPTANCE & GUARANTEE

## Keith Cordrey

---

**From:** Keith Cordrey  
**Sent:** Thursday, December 5, 2019 12:10 PM  
**To:** Keith Cordrey  
**Subject:** RE: Newark Spray Irrigation Bid

Good Morning,

I was just double checking I hadn't heard anything back about the Newark Irrigation Job. My bid is due by Monday morning. So I would need the information by tomorrow morning.

Thanks

---

**From:** Keith Cordrey  
**Sent:** Monday, December 2, 2019 10:46 AM  
**To:** quarryunlimited@aol.com  
**Subject:** Newark Spray Irrigation Bid

Good Morning,

Here are the quantities for the Newark Spray Irrigation Job.

Structural Fill (Hauled from our pit on Whiton Road): 800 cy  
Clay (Hauled from undetermined site currently): 400 cy  
Cr6 Stone: 400 cy  
57s Stone: 100 tons

The job is located on Newark Road in Newark, Maryland

Contacted Paul Pugh and Diana from quarry unlimited to double check price. Haven't heard any thing back by 12/5/19 12:18 p.m.  
Keith A. Cordrey

**Keith Cordrey**

---

**From:** Keith Cordrey  
**Sent:** Friday, December 6, 2019 10:33 AM  
**To:** quarryunlimited@aol.com  
**Subject:** Newark Spray Irrigation Job

Good Morning,

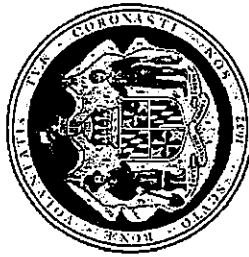
Just wanted to check to see how you were coming on a price for the hauling and material for the Newark Spray Irrigation Job.

Thank You

Full time onsite foreman proposed for project: Bill Davidson

- Pertinent work experience:
  1. Supervised installation of over 11,000 feet of sewer force main installation along Coastal Highway in Ocean City MD in 2012
  2. Supervised installation of over 8,000 feet of sewer force main installation along Rt 13 and Rt 9 in Laurel DE in 2014.
  3. Supervised installation of sewer force main installation for the Johnson's Corner sewer district in Sussex County DE in 2011.
  4. Supervised installation of sewer force main installation for the "Pump Station 30" sewer upgrade in Fenwick Island / Selbyville in Sussex County DE in 2011.
  5. Supervised installation of many phases (totaling over 10 miles) of residential gravity sewer and force main installation for residential and commercial projects throughout Sussex County.
  
- Hired 10/04/1991
- Navy from 1986 to 1989; Discharge Rank E-4
- Graduated from Stephen Decatur High School , Berlin, MD

90 County



# State of Maryland

23481762  
23605407  
02946102

## License

BUNTING & MURRAY CONST CORP  
32924 LIGHTHOUSE ROAD  
SELBYVILLE DE 19975

BUNTING & MURRAY CONST CORP  
32924 LIGHTHOUSE ROAD  
SELBYVILLE DE 19975

# 19

CODE	UNIT	TYPE OF LICENSE	NO OF LIC	COST
66	050	OUT-OF-STATE CONTRACTOR	1	50.00
		ISSUING FEES		2.00
		<b>TOTAL</b>		<b>52.00</b>

DATE OF ISSUE  
MO DAY YR  
04/02/2019

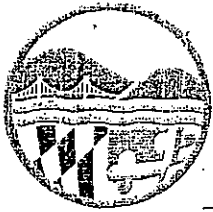
MONTHS PAID  
12

*Susan Braniecki*

THIS LICENSE MUST BE PUBLICLY DISPLAYED  
AND EXPIRES ON **APRIL 30, 2020**

ISSUED BY	AMOUNT PAID
SUSAN R. BRANIECKI, CLERK OF CIRCUIT COURT 1 West Market Street, Room 104 SNOW HILL, MARYLAND 21863 (410)632-5500	52.00

SUSAN R. BRANIECKI, CLERK OF CIRCUIT COURT  
1 West Market Street, Room 104  
SNOW HILL, MARYLAND 21863 (410)632-5500



**Maryland**  
Department of  
the Environment

Larry Hogan, Governor  
Boyd K. Rutherford, Lt. Governor  
Ben Grumbles, Secretary  
Horacio Tablada, Deputy Secretary

June 3, 2019

Mr. Jay C. Murray  
Bunting and Murray Construction Corp  
32924 Lighthouse Rd  
Selbyville, DE 19975

RE: Cropper Pit  
No. 08-SP-1043-1  
Permit Transfer

Dear Mr. Murray:

7233 Whiton Road  
Snow Hill, MD 21863

Enclosed please find the transfer of Surface Permit No. 08-SP-1043. The review of this transfer has been completed pursuant to Title 15, Subtitle 8 of the Environment Article §5-204, Annotated Code of Maryland and COMAR 26.21.01.01 through .30.

You are authorized to conduct surface mining at the site described in the permit. Please become familiar with all conditions attached to the permit.

Your cooperation throughout the process has been appreciated. Please call me if you have any questions at (410) 537- 3557.

Sincerely,

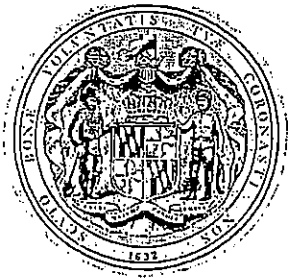
A handwritten signature in cursive script, appearing to read "Edmon Larrimore".

C. Edmon Larrimore, Program Manager  
Mining Program

Enclosure

MARYLAND DEPARTMENT OF THE ENVIRONMENT  
LAND AND MATERIALS ADMINISTRATION

**SURFACE MINING PERMIT**  
***TRANSFER***



**SURFACE MINE PERMIT NO.: 08-SP-1043-1**

**PERMIT EFFECTIVE DATE: November 12, 2008**

**PERMIT EXPIRATION DATE: November 30, 2023**

Pursuant to Title 15, Subtitle 8 of the Environment Article, Annotated Code of Maryland (2014 Replacement Volume) the Land and Materials Administration hereinafter referred to as "the Administration" hereby authorizes the transfer of the above referenced surface mining permit;

**FROM:** Rayne's Sand and Gravel, Inc.  
8933 Logtown Road  
Berlin, Maryland 21811

**TO:** Bunting and Murray Construction Corporation  
32924 Lighthouse Rd  
Selbyville, DE 19975

The permittee is authorized to engage in a Surface Mining Operation known as Cropper Pit and located: on the west side of Maryland Route 354, 5 miles north of the intersection of Route 12 and route 354 in Worcester County; as described in the approved Mining and Reclamation Plan dated November 30, 2018 and drawings dated October 9, 2007 and prepared by Frank G. Lynch Jr. & Associates, Inc.. The permit area shall not exceed 10.0 acres as shown on the aforementioned Mining and Reclamation Plan and drawings.



**BID FORM**

PROJECT IDENTIFICATION: Newark Spray Irrigation

CONTRACT IDENTIFICATION: 1548101

THIS BID IS SUBMITTED TO: County Commissioners of Worcester County—OWNER

SUBMIT BID AT: Worcester County Government Center  
1 West Market Street  
Room 1103  
Snow Hill, Maryland 21863  
Attn: Mr. John Ross, P.E., Deputy Director of Public Works

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an agreement with OWNER in the form included in the Contract Documents to perform and furnish all Work as specified or indicted in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.
2. Bidder accepts all of the terms and conditions of the Advertisement and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for one hundred and twenty (120) days after the day of Bid opening. Bidder will sign and submit the Agreement with the Bonds and other documents required by the Bidding Requirements within fifteen (15) days after the date of OWNER'S Notice of Award.
3. In submitting this Bid, Bidder represents, as more fully set forth in the Agreement, that:
  - a. Bidder has examined copies of all the Bidding Documents and of the following Addenda (receipt of all which is hereby acknowledged):

Date(s)	Number(s)
<u>12/2/2019</u>	<u>1</u>
<u>12/3/2019</u>	<u>2</u>

- b. Bidder has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance, or furnishing of the Work.
- c. Bidder has obtained and carefully studies (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, and studies which pertain to the subsurface or physical conditions at the site or otherwise may affect the cost, progress,

performance, or furnishing of the Work as Bidder considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of Article 4 of the General Conditions; and no additional examinations, investigations, explorations, tests, reports, or similar information or data are or will be required by Bidder for such purposes.

- d. Bidder has reviewed and checked all information and data shown on or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports, or similar information or data in respect of said Underground Facilities are or will be required by Bidder in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of Article 4 of the General Conditions.
  - e. Bidder has correlated the results of all such observations, examinations, investigations, explorations, tests, reports, and studies with the terms and conditions of the Contract Documents.
  - f. Bidder has given ENGINEER written notice of all conflicts, errors, or discrepancies that it has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to Bidder.
  - g. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation: Bidder has not directly or indirectly induced or solicited any other bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm, or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER.
4. Bidder will complete the Work within two hundred and forty (240) calendar days from receipt of Notice to Proceed for the following price as indicated on the Bid Form.

BID FORM  
NEWARK SPRAY IRRIGATION  
WORCESTER COUNTY, MARYLAND

ITEM NO.	BASE BID ITEM DESCRIPTION	ESTIMATED QTY	UNIT	COST PER UNIT (\$)	TOTAL ITEM COST (\$)
GENERAL					
1	Mobilization and Demobilization	1	LS	133,000	133,000
2	Survey and Stake Out	1	LS	22,000	22,000
3	Equipment Startup and Forcemain Pressure Testing	1	LS	18,000	18,000
4a	Lagoon Earthwork - Structural Fill	800	CY	35	28,000
4b	Lagoon Earthwork - Clay	400	CY	42	16,800
5	Raising of Existing Concrete Comminutor, Manhole, and Valve Vault	3	EA	3,500	10,500
6	Selective Demolition and Abandonment	1	LS	216,000	216,000
EROSION AND SEDIMENT CONTROL					
7	Furnish and Install Stabilized Construction Entrance	2	EA	5,000	10,000
8	Furnish/Install/Maintain Silt Fence	7000	LF	2.00	14,000
9	Furnish/Install/Maintain Super Silt Fence	1400	LF	12.00	16,800
10	Vegetative Stabilization	10	AC	3,300	33,000
11	Gravel Access Driveways	400	CY	68.00	27,200
12	Turbidity Barrier - Type 1	440	LF	72.00	31,680
CHLORINE CONTACT CHAMBER DEMOLITION					
13	Wet Well structure retrofit (Demo, Associated Excavation for vertical expansion)	1	LS	8,300	8,300
14	Demolish and Remove all Mechanical Equipment, Hangers, Fiberglass Lid, and Baskets	1	LS	7,800	7,800
15	Remove Associated Electrical Items and Controls	1	LS	2,200	2,200
WET WELL AND VALVE VAULT RENOVATIONS					
16	Furnish and Install all items and material associated with construction of the wet well	1	LS	65,000	65,000
17	SS Hardware and cables, link seals and associated piping for suction lift station	1	LS	22,000	22,000
18	Floats and Ultrasonic Level Sensor	1	LS	5,000	5,000
19	Magnetic Flow Meter, Vault and Appurtenances	1	LS	12,500	12,500
20	Suction Lift Station	1	LS	231,000	231,000
ELECTRICAL					
21	Electrical Service at the Lagoon	1	LS	70,800	70,800
22	Equipment Mounting Rack at the Lagoon	1	LS	3,480	3,480
23	Pump Control Panel (at the Lagoon)	1	LS	37,800	37,800
24	Power Distribution Equipment (panelboards, electrical utility meter, disconnect switch, combination motor starters, transformer) at the Lagoon	1	LS	94,560	94,560
25	Site work at the Lagoon (including installation of the underground conduits and conductors)	1	LS	33,000	33,000
26	Miscellaneous Equipment at Lagoon (including the site light and exhaust fan)	1	LS	13,400	13,400
27	Electrical Service at Spray Field	1	LS	4,660	4,660
28	Equipment Mounting Rack at the Spray Field	1	LS	3,480	3,480
29	Pump Control Panel for the Center Pivot (at the Spray Field)	1	LS	4,788	4,788
30	Power Distribution Equipment (panelboard, electrical utility meter, disconnect switch, combination motor starters) at the Spray Field	1	LS	9,072	9,072

31	Site work at the Spray Field (including installation of the underground conduits and conductors)	1	LS	2,200 <sup>#</sup>	2,200 <sup>#</sup>
32	Miscellaneous equipment at the Spray Field	1	LS	1,200 <sup>#</sup>	1,200 <sup>#</sup>
MECHANICAL					
33	Furnish and Install Air Release Valve	2	EA	9,000 <sup>-</sup>	18,000 <sup>-</sup>
34	Furnish and Install Blow Off Valves	3	EA	8,600 <sup>-</sup>	25,800 <sup>-</sup>
35	Furnish and Install Sampling Station	1	EA	3,200 <sup>-</sup>	3,200 <sup>-</sup>
36	Furnish and Install Fittings	1	LS	15,000 <sup>-</sup>	15,000 <sup>-</sup>
37	Furnish and Install RCP Pipe	40	LF	42.50	1,700 <sup>-</sup>
38	Furnish and Install Duplex Basket Strainer	1	EA	33,000 <sup>-</sup>	33,000 <sup>-</sup>
39	Furnish and Install 6" C-900 Forcemain - Open Cut	3,100	LF	29 <sup>-</sup>	89,900 <sup>-</sup>
40	Furnish and Install 6" Directional Drilled Forcemain	3,600	LF	62 <sup>-</sup>	223,200 <sup>-</sup>
41	Furnish and Install Precast Concrete Air Release and Blow off Valve Structures	13	EA	9,000 <sup>-</sup>	117,000 <sup>-</sup>
42	Center Pivot Spray Irrigation System	1	LS	98,000 <sup>-</sup>	98,000 <sup>-</sup>
43	AASHTO No. 57 Stone for Pipe Bedding	100	Tons	52 <sup>-</sup>	5,200 <sup>-</sup>
TOTAL BID:				1,839,300 <sup>-</sup>	
ITEM NO.	ALTERNATE BID ITEM DESCRIPTION	ESTIMATED QTY	UNIT	COST PER UNIT (\$)	TOTAL ITEM COST (\$)
01	Allowance for Integration of Equipment into County Scada System, Programming Changes to Existing Central Computer	1	LS	14,280 <sup>-</sup>	14,280 <sup>-</sup>

TOTAL BASE BID (Bid Items 1- 43) PRICE IN WORDS:

*TL* 1,853,580  
 One million, eight hundred thirty three thousand and three hundred ~~and~~

TOTAL BASE WITH ADD ALTERNATES (Bid Items 1- 43 and Alternate Bid Item No. 01)

BID PRICE IN WORDS: *TL*  
 One million, eight hundred thirty three thousand five hundred and eighty ~~and~~

5. The following documents are attached to and made a condition of this Bid:

- a. Required bid Security in the form of bond or cashier's check.
- b. A tabulation of Subcontractors, Suppliers, and other persons and organizations required to be identified in this Bid.
- c. Bidder's Qualification Statement with supporting data.

6. Communications concerning this Bid shall be addressed:

Darl Kolar, P.E.  
 EA Engineering, Science, and Technology, Inc., PBC  
 11200 Racetrack Road, Unit 101A  
 Ocean Pines, MD 21811

7. The terms used in this Bid which are defined in the General Conditions of the Construction Contract included as part of the Contract Documents have the meanings assigned to them in the General Conditions.

SUBMITTED ON December 9, 2019.

If Bidder is:

An Individual

By \_\_\_\_\_ (SEAL)  
(Individual's Name)

\_\_\_\_\_  
(Signature)

doing business at

Business Address: \_\_\_\_\_

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

A Partnership

By \_\_\_\_\_ (SEAL)  
(Firm Name)

\_\_\_\_\_  
(General Partner)

\_\_\_\_\_  
(Signature)

Business Address: \_\_\_\_\_

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

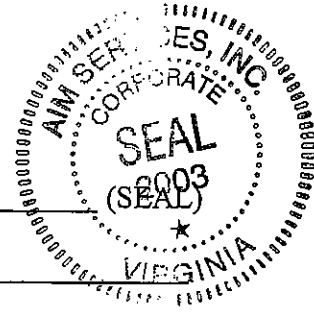
A Corporation

By AIM Services, Inc.

(Corporation Name)

Virginia

(State of Incorporation)



By C. Scott Whitt

(Name of Person Authorized to Sign)

Estimator

(Title)

[Handwritten Signature]

(Signature)

(Corporate Seal)

Attest \_\_\_\_\_ (SEAL)  
(Secretary)

Business Address: \_\_\_\_\_  
\_\_\_\_\_

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

A Joint Venture

By \_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Address)

By \_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Address)

(Each joint venture must sign. The manner of signing for each individual, partnership, and corporation that is a party of the joint venture should be in the manner indicated above.)



**AIM SERVICES, INC.**  
2314 ALLEN DRIVE  
SALISBURY, MD 21801  
PHONE 443-859-8009  
FAX 443-859-8313

December 9, 2019

Attn: Worcester County

RE: Newark Spray Irrigation - Contract # 1548101

**Major Suppliers/Subcontractors:**

- 1) Survey – F. Doug Jones Survey
- 2) Select fill (Clay) – Quarry Products (MBE) – from Chainey plant 233 Eskridge Road – Seaford, DE (Proctor to be provided post low bid status)
- 3) Stone Base (#57 and CR-6) Quarry Products (MBE) from Vulcan Materials (Salisbury, MD Yard)
- 4) Horizontal Drilling – Sprig and Associates
- 5) Piping and Fittings – Belair Road Supply – Frankford, DE
- 6) Electrical and Controls – J.W. Tieder – Cambridge, MD
- 7) Sewage Pumps – Freemire (Smith and Loveless Pumps)

**Project Superintendent – Mike Wilson – Resume attached**

**NOTES & EXCLUSIONS**

- 1) Unit pricing for Removal and Replacement of Unsuitable materials is not included

**CLOSING**

Please contact me at 443-880-3165 or [swhitt@aimserveciesinc.com](mailto:swhitt@aimserveciesinc.com) with any questions.

Thank you,

Scott Whitt, Project Manger

## **Mike Wilson, Project Foreman, AIM Services, Inc. - Professional Resume**

### Previous Professional Experience

*Heavy Equipment Operator - George and Lynch 2018*

*Project Foreman – Murtech Marine 2016-2018*

*Project Foreman – Somerset Diving and Marine 2012-2016*

*Project Foreman – TK Construction 2004-2012*

*Project Foreman – Dolbey Marine 1991-2004*

### Core Responsibilities

- Leading role as project foreman, planning staff management and heavy equipment operation for Marine and Civil Construction Projects
- Duties include; day to day field operations, project planning, health and safety monitoring and site construction.
- Projects include; demolition, grading, water service, gravity/forced main sewage lines, drainage systems, bridge construction, bulk head and piling construction.

### Specialized Training

Confined Space Entry, Confined Space Rescue and First Aid, CPR, Competent Person for Excavation, Heavy Equipment Operator, Basic Rigging Class II and DE Blue Card

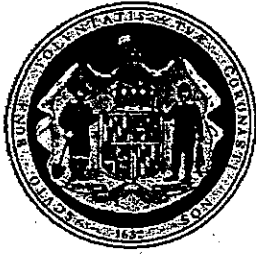


90 County

# State of Maryland License

22481175

22481175



AIM SERVICES INC  
2314 ALLEN DRIVE  
SALISBURY MD 21801

AIM SERVICES INC  
2314 ALLEN DRIVE  
SALISBURY MD 21801

# 19

CODE	UNIT	TYPE OF LICENSE	NO OF LIC	COST
77	015	CONSTRUCTION FIRM (NOT FOR HOME IMPROVEMENT)	1	15.00

DATE OF ISSUE  
MO DAY YR  
06/19/2019

MONTHS PAID  
12

ISSUING FEES	2.00		
TOTAL	17.00	AMOUNT PAID	17.00

THIS LICENSE MUST BE PUBLICLY DISPLAYED  
AND EXPIRES ON **APRIL 30, 2020**

ISSUED BY  
James B. McAllister, Clerk of Circuit Court  
P.O. BOX 198  
SALISBURY, MARYLAND 21803-0198 (410)543-1427

TCR

The information below is for the Clerk's Office use only, customers can disregard.

These barcodes are for use with the new Cashiering System. When your site is upgraded, you will be given instructions for their use.

These barcodes must be scanned in order for RCS:

Scan this one first



\*2248117501224811755122481175\*

Scan this one second



\*15.00\$M0.00\$M0.00\$M2.00\*

ASSURANCES FOR COMPLIANCE WITH FEDERAL LAWS AND REGULATIONS  
FOR WATER QUALITY-TREATMENT WORKS AND DRINKING WATER PROJECT

Project Name: Worcester County Contract No. (if applicable): 1548101  
Network Spray Irrigation

The contractor is required to comply with the following Federal laws and regulations:

1. Non-discrimination in Employment in accordance with Executive Order 11246 of September 24, 1965 entitled "Equal Employment Opportunity" as amended by Executive Order 11375 of October 13, 1967.
2. Debarment in accordance with the Executive Order 12549 and Executive Order 11246.
3. Anti-kickback in accordance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874).
4. Contract Work Hours and Safety Standards in accordance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330).
5. Compliance with Guidelines Contained in 40 CFR 247-254 (RCRA - Section 6002).
6. The prevailing Federal wage rates as determined by the U.S. Department of Labor under the Davis-Bacon and related acts. The prevailing wage determination category that should be used for this project is Heavy Construction (including water and sewer). Available at: <https://beta.sam.gov/>.

General Decision Number: \_\_\_\_\_ Date: \_\_\_\_\_

7. Maryland Antidegradation Implementation Procedures as promulgated in three regulations: COMAR 26.08.02.04 sets out the policy itself, COMAR 26.08.02.04-1, provides for identification and implementation of Tier II (high quality waters) of the antidegradation policy, and COMAR 26.08.02.04-2 that describes Tier III (Outstanding National Resource Waters or ONRW), the highest quality waters. No Tier III waters have been designated at this time.
8. Use of American Iron and Steel, as promulgated by H.R. 3547, "Consolidated Appropriations Act, 2014," Division G, Title IV, enacted on January 17, 2014.

I do solemnly declare and affirm that I am obligated to comply with the above Federal laws and regulations. It is understood that non-compliance with any one of the above Federal laws and regulations will be sufficient reason to cause termination of the contract.

Aim Services, Inc.  
Contractor

Signed by: [Signature]  
Authorized Officer

12/9/19  
Date

JEFF Puccio's  
Name (Print)

Project Manager  
Title (Print)

**MARYLAND DEPARTMENT OF THE ENVIRONMENT**

1800 Washington Boulevard, Suite 515 Baltimore MD 21230-1718

410-537-3119, 1-800-633-6101 <http://www.mde.state.md.us/wqfa>

Disadvantaged Business Enterprise (DBE) Good Faith Efforts Checklist

To be Completed by Loan Recipient

Project Name: NEWARK Spray Irrigation

Procurement Category: Check box for all M/WBE procurement categories being reported under the above referenced project.  
 Construction  Equipment  Services  Supplies

*For each procurement action, please answer the following questions*

- A: Develop Bidders List of DBE firms**
- A1 Did you develop a Bidders List of DBE firms? Yes  No
- A2 Did you advertise in minority, local, regional papers or Dodge Report? Yes  No
- A3 Did you send invitation for bids to DBE trade associations? Yes  No
- A4 Did you contact US-SBA/MBDA/MDOT? Yes  No
- A5 Did you provide Prime Contractors with Bidders List? Yes  No
- A6 Did you provide MDE with Bidders List? Yes  No
- B: Smaller work components and delivery schedules**
- B1 Did DBE firms have opportunities to bid as prime contractors? Yes  No
- B2 Did you break down the project, where economically feasible, into smaller components?  
     o For DBE firms to bid as prime contractor Yes  No   
     o For DBE firms to bid as sub-contractors Yes  No
- B3 Do project components have reasonable delivery schedules? Yes  No
- B4 Did you allow a reasonable time for DBEs to bid (e.g., min. of 30 days)? Yes  No
- B5 Did you encourage DBEs to bid as a consortium due to project size? Yes  No
- C: Require prime contractor to Undertake Good Faith Efforts**
- C1 Did you include the "MDE Insert" in the bidding documents? Yes  No
- C2 Did you require the prime contractors to apply the good faith efforts? Yes  No
- C3 Is DBE a "responsiveness" criteria in bid documents? Yes  No
- D: Solicitation Summary of DBE firms (Use Attachment 1 for each prime contract)**
- D1 Did you use the Bidders List to solicit prime contractors? Yes  No
- D2 Did DBE firms bid as prime contractors? Yes  No
- D3 Did you select any DBE firms as prime contractor? Yes  No
- D4 Is the prime contractor using any subcontractors? Yes  No

Loan recipient must also complete Attachment 1 and have prime contractor list each DBE subcontractor on EPA Form 6100-4. In addition, EPA Form 6100-3 must be submitted with bid proposal after completion by prime contractor and each subcontractor. Loan recipient do not fill out any EPA forms.

**Supporting Documentation**

*In support of the actions taken in items A, B, C and D (above), all borrowers and prime contractors must attach this checklist along with supporting documentation for "Yes" answers and an explanation for "No" answers. Examples of supporting documentation include: (i) Bidders List of DBE firms; (ii) list of sub-contract work elements possible under the prime contract; (iii) proof of contact with DBE firms as potential prime contractors (copies of invitations for bids/RFP, contact letters, faxes and telephone call sheets, etc.); (iv) copies of all procurement advertisements; and (v) list of all prime contractors that submitted bids/RFP.*

Loan Recipient's Name and Title \_\_\_\_\_

Loan Recipient Official's Signature/ Date \_\_\_\_\_

Contact Phone # \_\_\_\_\_



OMB Control No: 2090-0030  
 Approved: 8/13/2013  
 Approval Expires: 8/31/2015

**Disadvantaged Business Enterprise (DBE) Program  
 DBE Subcontractor Utilization Form**

This form is intended to capture the prime contractor's actual and/or anticipated use of identified certified DBE<sup>1</sup> subcontractors<sup>2</sup> and the estimated dollar amount of each subcontract. An EPA Financial Assistance Agreement Recipient must require its prime contractors to complete this form and include it in the bid or proposal package. Prime contractors should also maintain a copy of this form on file.

Prime Contractor Name <i>AIM SERVICES INC.</i>		Project Name <i>Newark Spray Irrigation</i>	
Bid/ Proposal No.	Assistance Agreement ID No. (if known)	Point of Contact	
Address <i>2314 Arden Drive Salisbury, MD</i>			
Telephone No. <i>410-603-0085</i>		Email Address	
Issuing/Funding Entity: <i>Worcester County</i>			

I have identified potential DBE certified subcontractors	<input checked="" type="radio"/> YES	<input type="radio"/> NO	
If yes, please complete the table below. If no, please explain:			
Subcontractor Name/ Company Name	Company Address/ Phone/ Email	Est. Dollar Amt	Currently DBE Certified?
<i>Quincy Products</i>	<i>P.O. Box 795 Salisbury MD 21861</i>	<i>\$65,000</i>	<i>Yes 98-087</i>

Continue on back if needed

<sup>1</sup> A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.205 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

<sup>2</sup> Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.



OMB Control No: 2090-0030  
 Approved: 8/13/2013  
 Approval Expires: 8/31/2015

**Disadvantaged Business Enterprise (DBE) Program  
 DBE Subcontractor Utilization Form**

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I am aware of that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302 (c).

<b>Prime Contractor Signature</b>	<b>Print Name</b>
<i>[Handwritten Signature]</i>	<i>Joe Phillips</i>
<b>Title</b>	<b>Date</b>
<i>Project Manager</i>	<i>12/2/19</i>

The public reporting and recordkeeping burden for this collection of information is estimated to average three (3) hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed form to this address.

# Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

## Bid Bond

### CONTRACTOR:

(Name, legal status and address)

AIM Services, Inc.  
4801 W. Military Hwy  
Chesapeake, VA 23321

### SURETY:

(Name, legal status and principal place of business)

Markel Insurance Company  
4521 Highwoods Parkway  
Glen Allen, VA 23060  
Mailing Address for Notices

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

### OWNER:

(Name, legal status and address)

Worcester County Department of Public Works  
6113 Timmons Road  
Snow Hill, MD 20863

4521 Highwoods Parkway  
Glen Allen, VA 23060

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

### BOND AMOUNT:

5%

Five Percent of Amount Bid

### PROJECT:

(Name, location or address, and Project number, if any)

Construction Of Newark Spray Irrigation Facilities, Worcester County, Maryland

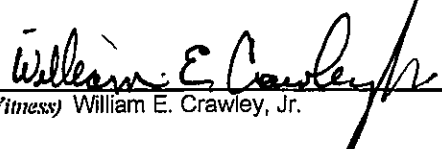
The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 9th day of December, 2019.

  
\_\_\_\_\_  
(Witness)

  
\_\_\_\_\_  
(Witness) William E. Crawley, Jr.

AIM Services, Inc.

(Principal)

By:   
(Title)

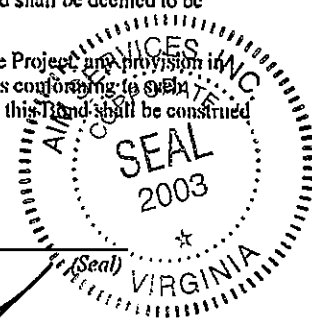
Project MANAGER

Markel Insurance Company

(Surety)

By:   
(Title)

Jordan Hassani Attorney-in-Fact



# Markel Insurance Company

## LIMITED POWER OF ATTORNEY

Know All Men by These Presents, That MARKEL INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Illinois, and having its principal administrative office in Glen Allen, Virginia, does by these presents make, constitute and appoint

**Jordan Hassani**

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings of other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for, providing the bond penalty does not exceed

Principal: AIM Services, Inc.

Obligee: Worcester County Department of Public Works

Amounts: See Bond Form

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution of the Board of Directors of Markel Insurance Company:

RESOLVED, that the President, any Senior Vice President, Vice President, Assistant Vice President, Secretary, Assistant Secretary or Assistant Treasurer shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for on behalf of the Company, subject to the following provisions:


Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Secretary.

FURTHER RESOLVED, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

In Witness Whereof, MARKEL INSURANCE COMPANY has caused these presents to be signed by its Senior Vice President, and its corporate seal to be hereto affixed this 4<sup>th</sup> day of January, 2019.



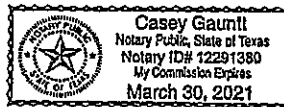
MARKEL INSURANCE COMPANY

By:   
Robin Russo, Senior Vice President

Commonwealth of Virginia  
Henrico County

On this 4<sup>th</sup> day of January, 2019 before me personally came Robin Russo, to me known, who being by me duly sworn, did depose and say that he resides in Henrico County, Virginia, that he is Senior Vice President of MARKEL INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.

[Notary Seal]



By:   
Casey Gauntt, Notary Public

I, Richard R. Grinnan, Vice President and Secretary of MARKEL INSURANCE COMPANY, do hereby certify that the above and foregoing is true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and, furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Glen Allen, Virginia this 9<sup>th</sup> day of December, 2019.

By:   
Richard R. Grinnan,  
Vice President and Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity.

For verification of the authority of this Power you may call (713) 812-0800 on any business day between 8:30 AM and 5:00 PM CST.

BID FORM

PROJECT IDENTIFICATION: Newark Spray Irrigation

CONTRACT IDENTIFICATION: EA Project# 1548101

THIS BID IS SUBMITTED TO: County Commissioners of Worcester County—OWNER

SUBMIT BID AT: Worcester County Government Center  
1 West Market Street  
Room 1103  
Snow Hill, Maryland 21863  
Attn: Mr. John Ross, P.E., Deputy Director of Public Works

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an agreement with OWNER in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.
2. Bidder accepts all of the terms and conditions of the Advertisement and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for one hundred and twenty (120) days after the day of Bid opening. Bidder will sign and submit the Agreement with the Bonds and other documents required by the Bidding Requirements within fifteen (15) days after the date of OWNER'S Notice of Award.
3. In submitting this Bid, Bidder represents, as more fully set forth in the Agreement, that:

- a. Bidder has examined copies of all the Bidding Documents and of the following Addenda (receipt of all which is hereby acknowledged):

Date(s)	Number(s)
<u>12/02/2019</u>	<u>1</u>
<b>12/03/2019</b>	<b>2</b>

- b. Bidder has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance, or furnishing of the Work.
- c. Bidder has obtained and carefully studies (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, and studies which pertain to the subsurface or physical conditions at the site or otherwise may affect the cost, progress,



performance, or furnishing of the Work as Bidder considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of Article 4 of the General Conditions; and no additional examinations, investigations, explorations, tests, reports, or similar information or data are or will be required by Bidder for such purposes.

- d. Bidder has reviewed and checked all information and data shown on or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports, or similar information or data in respect of said Underground Facilities are or will be required by Bidder in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of Article 4 of the General Conditions.
  - e. Bidder has correlated the results of all such observations, examinations, investigations, explorations, tests, reports, and studies with the terms and conditions of the Contract Documents.
  - f. Bidder has given ENGINEER written notice of all conflicts, errors, or discrepancies that it has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to Bidder.
  - g. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation: Bidder has not directly or indirectly induced or solicited any other bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm, or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER.
4. Bidder will complete the Work within two hundred and forty (240) calendar days from receipt of Notice to Proceed for the following price as indicated on the Bid Form.

BID FORM  
NEWARK SPRAY IRRIGATION  
WORCESTER COUNTY, MARYLAND

ITEM NO.	BASE BID ITEM DESCRIPTION	ESTIMATED QTY	UNIT	COST PER UNIT (\$)	TOTAL ITEM COST (\$)
<b>GENERAL</b>					
1	Mobilization and Demobilization	1	LS		<b>106,250.00</b>
2	Survey and Stake Out	1	LS		<b>31,000.00</b>
3	Equipment Startup and Forcemain Pressure Testing	1	LS		<b>5,160.00</b>
4a	Lagoon Earthwork – Structural Fill	800	CY	<b>56.00</b>	<b>44,800.00</b>
4b	Lagoon Earthwork - Clay	400	CY	<b>73.00</b>	<b>29,200.00</b>
5	Raising of Existing Concrete Comminutor, Manhole, and Valve Vault	3	EA	<b>4120.00</b>	<b>12,360.00</b>
6	Selective Demolition and Abandonment	1	LS		<b>44,600.00</b>
<b>EROSION AND SEDIMENT CONTROL</b>					
7	Furnish and Install Stabilized Construction Entrance	2	EA	<b>4550.00</b>	<b>9,100.00</b>
8	Furnish/Install/Maintain Silt Fence	7000	LF	<b>3.25</b>	<b>22,750.00</b>
9	Furnish/Install/Maintain Super Silt Fence	1400	LF	<b>14.25</b>	<b>19,950.00</b>
10	Vegetative Stabilization	10	AC	<b>7150.00</b>	<b>71,500.00</b>
11	Gravel Access Driveways	400	CY	<b>185.00</b>	<b>74,000.00</b>
12	Turbidity Barrier - Type 1	440	LF	<b>50.00</b>	<b>22,000.00</b>
<b>CHLORINE CONTACT CHAMBER DEMOLITION</b>					
13	Wet Well structure retrofit (Demo, Associated Excavation for vertical expansion)	1	LS		<b>8,230.00</b>
14	Demolish and Remove all Mechanical Equipment, Hangers, Fiberglass Lid, and Baskets	1	LS		<b>2,700.00</b>
15	Remove Associated Electrical Items and Controls	1	LS		<b>2,700.00</b>
<b>WET WELL AND VALVE VAULT RENOVATIONS</b>					
16	Furnish and Install all items and material associated with construction of the wet well	1	LS		<b>42,560.00</b>
17	SS Hardware and cables, link seals and associated piping for suction lift station	1	LS		<b>8,380.00</b>
18	Floats and Ultrasonic Level Sensor	1	LS		<b>4,360.00</b>
19	Magnetic Flow Meter, Vault and Appurtenances	1	LS		<b>26,950.00</b>
20	Suction Lift Station	1	LS		<b>230,520.00</b>
<b>ELECTRICAL</b>					
21	Electrical Service at the Lagoon	1	LS		<b>110,020.00</b>
22	Equipment Mounting Rack at the Lagoon	1	LS		<b>4,460.00</b>
23	Pump Control Panel (at the Lagoon)	1	LS		<b>68,250.00</b>
24	Power Distribution Equipment (panelboards, electrical utility meter, disconnect switch, combination motor starters, transformer) at the Lagoon	1	LS		<b>121,150.00</b>
25	Site work at the Lagoon (including installation of the underground conduits and conductors)	1	LS		<b>42,300.00</b>
26	Miscellaneous Equipment at Lagoon (including the site light and exhaust fan)	1	LS		<b>17,230.00</b>
27	Electrical Service at Spray Field	1	LS		<b>5,985.00</b>
28	Equipment Mounting Rack at the Spray Field	1	LS		<b>4,460.00</b>
29	Pump Control Panel for the Center Pivot (at the Spray Field)	1	LS		<b>6,150.00</b>
30	Power Distribution Equipment (panelboard, electrical utility meter, disconnect switch, combination motor starters) at the Spray Field	1	LS		<b>11,630.00</b>

31	Site work at the Spray Field (including installation of the underground conduits and conductors)	1	LS		<b>2,925.00</b>
32	Miscellaneous equipment at the Spray Field	1	LS		<b>1,160.00</b>
<b>MECHANICAL</b>					
33	Furnish and Install Air Release Valve	2	EA	<b>20640.00</b>	<b>41,280.00</b>
34	Furnish and Install Blow Off Valves	3	EA	<b>4560.00</b>	<b>13,680.00</b>
35	Furnish and Install Sampling Station	1	EA	<b>3950.00</b>	<b>3,950.00</b>
36	Furnish and Install Fittings	1	LS		<b>17,750.00</b>
37	Furnish and Install RCP Pipe	40	LF	<b>122.00</b>	<b>4,880.00</b>
38	Furnish and Install Duplex Basket Strainer	1	EA	<b>6280.00</b>	<b>6,280.00</b>
39	Furnish and Install 6" C-900 Forcemain - Open Cut	3,100	LF	<b>46.00</b>	<b>142,600.00</b>
40	Furnish and Install 6" Directional Drilled Forcemain	3,600	LF	<b>138.00</b>	<b>496,800.00</b>
41	Furnish and Install Precast Concrete Air Release and Blow off Valve Structures	13	EA	<b>10450.00</b>	<b>135,850.00</b>
42	Center Pivot Spray Irrigation System	1	LS		<b>109,800.00</b>
43	AASHTO No. 57 Stone for Pipe Bedding	100	Tons	<b>81.50</b>	<b>8,150.00</b>
<b>TOTAL BID:</b>					
ITEM NO.	ALTERNATE BID ITEM DESCRIPTION	ESTIMATED QTY	UNIT	COST PER UNIT (\$)	TOTAL ITEM COST (\$)
01	Allowance for Integration of Equipment into County Scada System, Programming Changes to Existing Central Computer	1	LS		<b>17,800.00</b>

**TOTAL BASE BID (Bid Items 1- 43) PRICE IN WORDS:**  
**Two Million, One hundred ninety-five Thousand, Eight Hundred, Ten Dollars and No Cents**

**TOTAL BASE WITH ADD ALTERNATES (Bid Items 1- 43 and Alternate Bid Item No. 01) BID PRICE IN WORDS:**  
**Two Million, Two hundred thirteen Thousand, Six Hundred, Ten Dollars and No Cents**

5. The following documents are attached to and made a condition of this Bid:
  - a. Required bid Security in the form of bond or cashier's check.
  - b. A tabulation of Subcontractors, Suppliers, and other persons and organizations required to be identified in this Bid.
  - c. Bidder's Qualification Statement with supporting data.
6. Communications concerning this Bid shall be addressed:

Darl Kolar, P.E.  
EA Engineering, Science, and Technology, Inc., PBC  
11200 Racetrack Road, Unit 101A  
Ocean Pines, MD 21811

7. The terms used in this Bid which are defined in the General Conditions of the Construction Contract included as part of the Contract Documents have the meanings assigned to them in the General Conditions.

SUBMITTED ON December 9, 2019.

If Bidder is:

An Individual

By \_\_\_\_\_ (SEAL)  
(Individual's Name)

\_\_\_\_\_  
(Signature)

doing business at

Business Address: \_\_\_\_\_

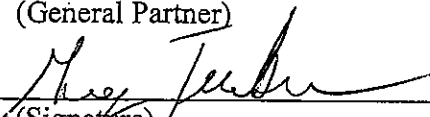
Phone Number: \_\_\_\_\_

A Partnership

By CHESAPEAKE TURF LLC (SEAL)  
(Firm Name)

GREG TUCKER - MANAGING MEMBER

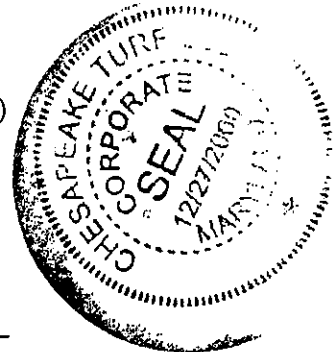
(General Partner)

  
(Signature)

Business Address: 5652 N NITHSDALE DRIVE, PO BOX 2696

SALISBURY, MD 21802

Phone Number: 410-341-4363 or 443-497-1917



A Corporation

By \_\_\_\_\_ (SEAL)  
(Corporation Name)

\_\_\_\_\_  
(State of Incorporation)

By \_\_\_\_\_  
(Name of Person Authorized to Sign)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Signature)

(Corporate Seal)

Attest \_\_\_\_\_ (SEAL)  
(Secretary)

Business Address: \_\_\_\_\_  
\_\_\_\_\_

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

A Joint Venture

By \_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Address)

By \_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Address)

(Each joint venture must sign. The manner of signing for each individual, partnership, and corporation that is a party of the joint venture should be in the manner indicated above.)

**PROPOSAL BOND**

KNOW ALL MEN BY THESE PRESENTS, that Chesapeake Turf, LLC  
(CONTRACTOR)  
hereinafter called the PRINCIPAL and SureTec Insurance Company  
(SURETY)  
hereinafter called the SURETY, are hereby held and firmly bound unto the County  
Commissioners of Worcester County, One West Market Street, Room 1103, Snow Hill,  
Maryland 21863 hereinafter called the OWNER, in the penal sum of FIVE-PERCENT-OF-BID  
Dollars (\$5%-of-bid) for the payment of which sum, well and truly to be made, we hereby jointly  
and severally bind ourselves, our heirs, executors, administrations, successors, and assigns.

The condition of the above obligation is such that, whereas, the PRINCIPAL has submitted to the  
OWNER a certain PROPOSAL attached hereto and hereby made a part hereof, to enter into a  
CONTRACT in writing, for the Construction of the Newark Spray Irrigation, Worcester County,  
Maryland.

NOW, THEREFORE,

- a. If said PROPOSAL shall be rejected by the OWNER, or in the alternative,
- b. If within five (5) days of notice from the OWNER or the OWNER'S AGENT of the OWNER'S intention to award a CONTRACT to the PRINCIPAL in accordance with the PROPOSAL, the PRINCIPAL shall duly execute and deliver a PERFORMANCE BOND and PAYMENT BOND in the amounts required and in the forms set forth in the CONTRACT DOCUMENTS under which the PROPOSAL was submitted with a Surety or Sureties as required by said CONTRACT DOCUMENTS and in the event of acceptance of his PROPOSAL by the OWNER shall within the period specified therefor, enter into a written CONTRACT with the OWNER in accordance with the Bid as accepted and furnish to the OWNER proper evidence of insurance coverage as required the CONTRACT DOCUMENTS.

Then this obligation shall be void, otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the SURETY for any and all default of the PRINCIPAL or claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

The SURETY, for value received stipulates and agrees that the obligation of said SURETY and its bond shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such PROPOSAL and said SURETY does hereby waive notice of any such extension.

IN WITNESS THEREOF, the PRINCIPAL and SURETY have executed this instrument under their several seals this 9th day of December, 2019, the name and corporate seal of each corporate party being hereby affixed and these presents duly signed by its proper officers, pursuant to authority of its governing body.

In presence of

\_\_\_\_\_  
(INDIVIDUAL PRINCIPAL) SEAL

\_\_\_\_\_  
(ADDRESS) (BUSINESS ADDRESS)

\_\_\_\_\_  
(INDIVIDUAL PRINCIPAL) SEAL

\_\_\_\_\_  
(ADDRESS) (BUSINESS ADDRESS)

Attest: Debra A Davis

Chesapeake Turf, LLC  
(CORPORATE PRINCIPAL)

5652 N. Nithsdale Drive, Salisbury, MD 21801-  
(BUSINESS ADDRESS)



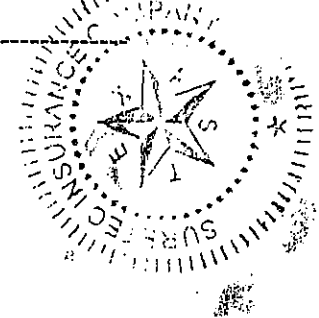
BY: Meg Tucker BY:  
(Signature)

Affix Corporate Seal

Witness: Maria Morel  
Maria Morel

SureTec Insurance Company  
(CORPORATE SURETY)

2103 CityWest Boulevard, Suite 1300  
Houston, TX 77042  
(BUSINESS ADDRESS)



BY: Kimberly D. Santiago BY:  
(Signature) Kimberly D. Santiago,  
Attorney-in-Fact

Affix Corporate Seal

# SureTec Insurance Company

## LIMITED POWER OF ATTORNEY

*Know All Men by These Presents*, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

Neblyou Aynu, Joshua A. Etemadi, Kimberly D. Santiago, Edin R. Zukanovic

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for, providing the bond penalty does not exceed

Twenty Five Million and 00/100 Dollars (\$25,000,000.00)

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the CEO, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

*Be it Resolved*, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

*Attorney-in-Fact* may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

*Be it Resolved*, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. (Adopted at a meeting held on 20<sup>th</sup> of April, 1999.)

*In Witness Whereof*, SURETEC INSURANCE COMPANY has caused these presents to be signed by its CEO, and its corporate seal to be hereto affixed this 9<sup>th</sup> day of August, A.D. 2018.

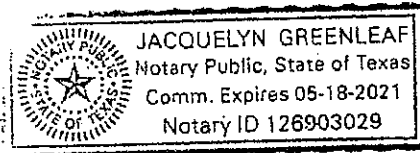


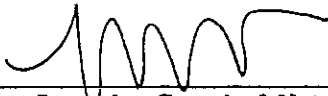
SURETEC INSURANCE COMPANY

By:   
John Knox Jr., CEO

State of Texas                      ss:  
County of Harris

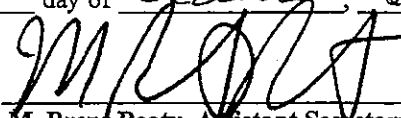
On this 9<sup>th</sup> day of August, A.D. 2018 before me personally came John Knox Jr., to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is CEO of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.



  
Jacquelyn Greenleaf, Notary Public  
My commission expires May 18, 2021

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 9<sup>th</sup> day of December, 2019, A.D.

  
M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity.  
For verification of the authority of this power you may call (713) 812-0800 any business day between 8:30 am and 5:00 pm CST.



**ASSURANCES FOR COMPLIANCE WITH FEDERAL LAWS AND REGULATIONS  
FOR WATER QUALITY-TREATMENT WORKS AND DRINKING WATER PROJECT**

Project Name: **NEWARK SPRAY IRRIGATION** Contract No. (if applicable): \_\_\_\_\_

The contractor is required to comply with the following Federal laws and regulations:

1. Non-discrimination in Employment in accordance with Executive Order 11246 of September 24, 1965 entitled "Equal Employment Opportunity" as amended by Executive Order 11375 of October 13, 1967.
2. Debarment in accordance with the Executive Order 12549 and Executive Order 11246.
3. Anti-kickback in accordance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874).
4. Contract Work Hours and Safety Standards in accordance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330).
5. Compliance with Guidelines Contained in 40 CFR 247-254 (RCRA - Section 6002).
6. The prevailing Federal wage rates as determined by the U.S. Department of Labor under the Davis-Bacon and related acts. The prevailing wage determination category that should be used for this project is Heavy Construction (including water and sewer). Available at: <https://beta.sam.gov/>.

General Decision Number: **MD20190026** Date: **08/16/2019**

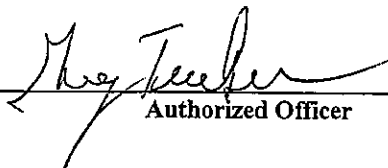
7. Maryland Antidegradation Implementation Procedures as promulgated in three regulations: COMAR 26.08.02.04 sets out the policy itself, COMAR 26.08.02.04-1, provides for identification and implementation of Tier II (high quality waters) of the antidegradation policy, and COMAR 26.08.02.04-2 that describes Tier III (Outstanding National Resource Waters or ONRW), the highest quality waters. No Tier III waters have been designated at this time.
8. Use of American Iron and Steel, as promulgated by H.R. 3547, "Consolidated Appropriations Act, 2014," Division G, Title IV, enacted on January 17, 2014.

I do solemnly declare and affirm that I am obligated to comply with the above Federal laws and regulations. It is understood that non-compliance with any one of the above Federal laws and regulations will be sufficient reason to cause termination of the contract.

**CHESAPEAKE TURF LLC**

Contractor

Signed by:

  
Authorized Officer

**12/09/2019**

Date

**GREG TUCKER**

Name (Print)

**MANAGING MEMBER**

Title (Print)

**MARYLAND DEPARTMENT OF THE ENVIRONMENT**

1800 Washington Boulevard Suite 515 Baltimore MD 21230-1718

410 537 3119 1-800-633-6101

[http://www.mde.state.md.us/programs/Water/QualityFinancing/MinorityandWomensBusinessEnterprises/Pages/Programs/WaterPrograms/Water\\_Quality\\_Finance/MWBE/index.aspx](http://www.mde.state.md.us/programs/Water/QualityFinancing/MinorityandWomensBusinessEnterprises/Pages/Programs/WaterPrograms/Water_Quality_Finance/MWBE/index.aspx)

**Disadvantaged Business Enterprise (DBE) Good Faith Efforts Checklist**  
To be completed by Prime (Construction & A/E) Contractor

Project Name: **NEWARK SPRAY IRRIGATION**

**Procurement Category:** Check box for all M/WBE procurement categories being reported under the above referenced project.      **Construction**       **Equipment**       **Services**       **Supplies**

*For each procurement action, please answer the following questions*

**A: Develop Bidders List of DBE firms**

- A1 Did you develop a Bidders List of DBE firms?      Yes       No
- A2 Did you advertise in minority, local, regional papers or Dodge Report?      Yes       No
- A3 Did you send invitation for bids to DBE trade associations?      Yes       No
- A4 Did you contact US-SBA/MBDA/MDOT?      Yes       No
- A5 Did you receive Bidders List from Loan Recipient?      Yes       No
- A6 Did you provide MDE with Bidders List?      Yes       No

**B: Smaller work components and delivery schedules**

- B1 Did DBE firms have opportunities to bid as subcontractors?      Yes       No
- B2 Did you break down the project, where economically feasible, into smaller components for DBE firms to bid as subcontractors?      Yes       No
- B3 Do project components have reasonable delivery schedules?      Yes       No
- B4 Did you allow a reasonable time for DBEs to bid?      Yes       No
- B5 Did you encourage DBEs to bid as a consortium due to project size?      Yes       No

**C: Solicitation Summary of DBE firms (Prime Contractor must fill EPA Form 6100-4)**

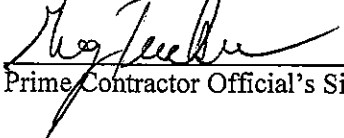
- C1 Did you use the Bidders List to solicit subcontractors?      Yes       No
- C2 Did DBE firms bid as subcontractors (provide list, work type, & price)?      Yes       No
- C3 Did you select any DBE firms as subcontractor?      Yes       No
- C4 Is the subcontractor using any additional subcontractors?      Yes       No

**Prime contractor must provide to loan recipient: (1) list of ALL subcontractors (DBE and non-DBE) with type of work and estimated dollar amounts; (2) completed EPA Form 6100-4; and, (3) completed EPA Form 6100-3 for each DBE subcontractor. Also, EPA Form 6100-2 to each DBE subcontractor.**

**Supporting Documentation**

*In support of the actions taken in items A, B, and C, (above), all prime contractors must attach this checklist along with supporting documentation for "Yes" answers and an explanation for "No" answers. Examples of supporting documentation include: (i) Bidders List of DBE firms; (ii) list of sub-contract work elements possible under the prime contract; (iii) proof of contact with DBE firms as potential sub contractors (copies of invitations for bids/RFP, contact letters, faxes and telephone call sheets, etc.); (iv) copies of all procurement advertisements; and, (v) list of all sub contractors that submitted bids/RFP.*

**GREG TUCKER, MANAGING MEMBER**  
Prime Contractor's Name and Title

 **12/09/2019**  
Prime Contractor Official's Signature/ Date

Contact Phone # 410-341-4363



OMB Control No: 2090-0030  
 Approved: 8/13/2013  
 Approval Expires: 8/31/2015

**Disadvantaged Business Enterprise (DBE) Program  
 DBE Subcontractor Utilization Form**

This form is intended to capture the prime contractor's actual and/or anticipated use of identified certified DBE<sup>1</sup> subcontractors<sup>2</sup> and the estimated dollar amount of each subcontract. An EPA Financial Assistance Agreement Recipient must require its prime contractors to complete this form and include it in the bid or proposal package. Prime contractors should also maintain a copy of this form on file.

Prime Contractor Name <b>CHESAPEAKE TURF LLC</b>		Project Name <b>NEWARK SPRAY IRRIGATION</b>	
Bid/ Proposal No. <b>1548101</b>	Assistance Agreement ID No. (if known)	Point of Contact <b>DEBRA DAVIS</b>	
Address <b>5652 N NITHSDALE DRIVE, PO BOX 2696, SALISBURY, MD 21802</b>			
Telephone No. <b>410-341-4363</b>		Email Address <b>DEBBIE@CHESAPEAKETURF.COM</b>	
Issuing/Funding Entity:			

I have identified potential DBE certified subcontractors	<input checked="" type="radio"/> YES	<input type="radio"/> NO	
If yes, please complete the table below. If no, please explain:			
Subcontractor Name/ Company Name	Company Address/ Phone/ Email	Est. Dollar Amt	Currently DBE Certified?
<b>Quarry Products "Unlimited" Inc</b>	<b>PO Box 395 Sharptown, MD 21861 quarryunlimited@aol.com</b>	<b>\$73,780.00</b>	<b>Yes</b>
<b>Atlantic Surveying &amp; Mapping LLC</b>	<b>PO Box 247 Harbeson, DE 19951 mary.asm@comcast.net</b>	<b>\$20,700.00</b>	<b>Yes</b>
<b>Acorn Supply &amp; Distributing Inc</b>	<b>11167 A Pulaski Highway White Marsh, MD 21162 acornsup@comcast.net</b>	<b>\$115,400.00</b>	<b>Yes</b>

Continue on back if needed

<sup>1</sup> A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.205 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

<sup>2</sup> Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.

Continuation

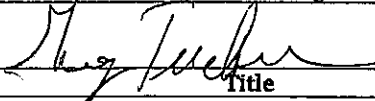
Subcontractor Name/ Company Name	Company Address/ Phone/ Email	Est. Dollar Amt	Currently DBE Certified?
<b>R.L. EWING Contractors Inc</b>	<b>9950 Klondike Road Easton, MD 21601 rlewingcontractors@gmail.com</b>	<b>\$26,000.00</b>	<b>YES</b>



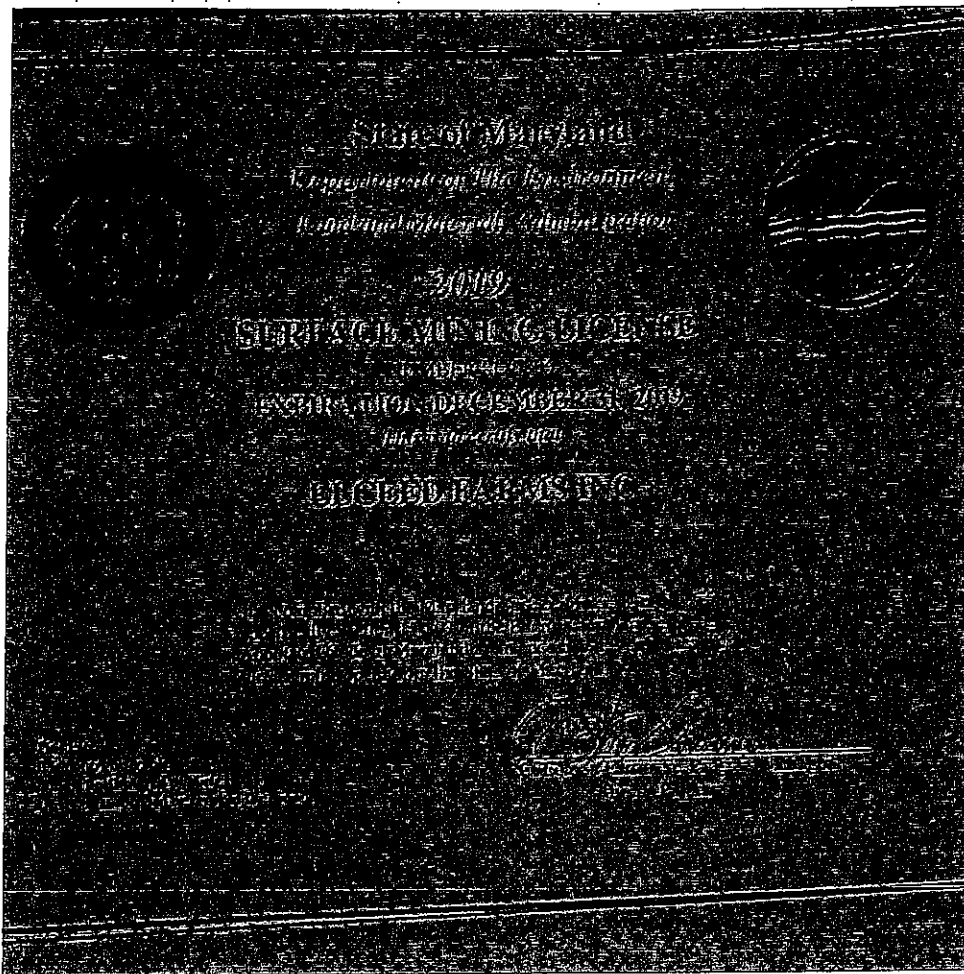
OMB Control No: 2090-0030  
 Approved: 8/13/2013  
 Approval Expires: 8/31/2015

**Disadvantaged Business Enterprise (DBE) Program  
 DBE Subcontractor Utilization Form**

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I am aware of that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302 (c).

<b>Prime Contractor Signature</b>	<b>Print Name</b>
	<b>GREG TUCKER</b>
<b>Title</b>	<b>Date</b>
<b>MANAGING MEMBER</b>	<b>12/09/2019</b>

The public reporting and recordkeeping burden for this collection of information is estimated to average three (3) hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed form to this address.



## RICHARD A MAZOL

48 Big Hat Lane, Magnolia, DE 19962 Cell: 302-922-1317 Email : [rmazol@yahoo.com](mailto:rmazol@yahoo.com)

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### Construction/Bridge Superintendent

To use my construction management skills to help a company complete construction projects on schedule and under budget, by managing a job for maximum production, in a safe and efficient manner, without sacrificing quality.

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### Summary of Qualifications

- Thirty years of experience in managing and growing a heavy/highway construction business from start-up to a multi-million dollar company
  - Effectively managed multiple projects and jobsites, including scheduling, safety meetings, ordering materials, allocating manpower and equipment
  - Twenty-five + years experience estimating and bidding projects
  - Worked with State and County DOT management on bridge and other construction projects, including scheduling and progress meetings
  - Worked with the DNR and ARMY CORPS of ENG on wetland projects in DE, MD, & WI
  - Extensive experience buying heavy and light equipment
  - Certified welder – heavy plate, vertical and overhead
- 

### Specific Construction Experience

- Bridge Construction: 75+ Minor and Major bridges: steel girder, concrete girder, concrete box girder, concrete post tension, box culverts, timber, glue-lam, Acrow and Baily Bridges from foundation to completion, for Del DOT, MO DOT, I DOT, MD DOT and in WI
- Completed an 8 bridge replacement project in SW MO for the KTU joint venture, ahead of schedule and under budget
- Completed several incentive/disincentive bridge projects, maxing out the incentive
- Crane rail replacement project, Port of Wilmington, DE
- Built water control structures and dikes for the US Department of the Interior, Division of Fish and Wildlife
- Piles: H-Piles, CIP piles - Monotube and steel shell, timber, concrete square piles and concrete cylinder piles to 54" dia and drilled shafts into rock
- Sheet piles: steel sheeting, aluminum sheeting and timber sheeting
- Pile driving: diesel hammer, air hammer, drop hammer using fixed and swinging leads and ICE vibratory hammers and pile augers
- Load tests to 840 ton
- Cofferdams, deep foundations, foundations on rock and braced excavation
- Finished concrete decks using Bidwell machines and Allen screeds
- Marine projects: docks, piers, bulkheads, dikes, dams, water control structures, boat ramps, rock jetty's into the Atlantic Ocean
- Break down, moving and reassembling cranes up to 200 ton

## Richard A Mazol

- Sewer & Water: sewer systems and manholes to 35' deep, storm sewers, pumping stations, treatment plants, water mains, force mains, dewatering- well points and deep wells, trench boxes, shoring- sheeting and steel plates
- Road work: clear & grub, site work, excavation & embankment, road base, hot mix & concrete paving, curb and gutter, catch basins, end walls, etc
- Pipe Work: GENERAL SUPERINTENDENT on 65,000' x 6" C-900 sewer force main project in Kent County, DE. (From Smyrna rest Area to Smyrna Prison, to WWTP, going cross country, along DOT RW, Road crossings and river crossings.)

### Profession Experience

- Utilisite, Lewes DE Heavy equipment operator/foremen, February 2018 to present.
- Halvor Lines, Superior WI Over The Road Professional Driver, May 2017 to November 2017
- Mid Atlantic Dismantlement, Dover, DE Project Manager December 2013 to December 2016
- Delta Companies Inc, a Colas USA Company, Marion, IL Bridge Superintendent July 11, 2011 to August 2013, job completed.
- L.F. Krupp Construction Co, ST Louis, MO Bridge Superintendent May 31, 2010 to July 8, 2011
- RAM Construction Co, DE General Manager/Superintendent August 1980 to 2010
- Tilcon Delaware, Inc., DE Foreman/Supervisor April 1978 to July 1980
- George & Lynch, Inc., DE Welder/Pile driver December 1976 to October 1977
- W. B. Mitten & Sons, Inc., DE Welder then Foreman April 1972 to November 1976
- Military Service: December 3, 1969 to April 14, 1972 US Navy Seabee's Mobil Construction Battalion 3, Steel Worker 3<sup>rd</sup> Class, Stationed in Okinawa, Vietnam, Guam, Point Barrow, AK in the Arctic Circle, Port Hueneme, CA, home base

### Education

- Caesar Rodney High School, Camden, DE
- Welding trades I & II at Kent County Vo-Tech
- Delaware Technical & Community College, Georgetown, DE – Major areas of study: Mechanical Engineering & Architectural Drawing
- US Navy Seabee's: Graduated from Navy Class A Well Driller's School and Navy classes for Block Laying, Welding, Damage Control, Firefighting, Cable Splicing, and Sheet Metal Fabrication

### Professional Activities

- Delaware Utility and Transportation Contractors Association, 1995 to 2000





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Worcester County  
DEPARTMENT OF PUBLIC WORKS  
6113 TIMMONS ROAD  
SNOW HILL, MARYLAND 21863

JOHN H. TUSTIN, P.E.  
DIRECTOR

JOHN S. ROSS, P.E.  
DEPUTY DIRECTOR

TEL: 410-632-5623  
FAX: 410-632-1753

MEMORANDUM

**TO:** Harold L. Higgins, Chief Administrative Officer  
**FROM:** John H. Tustin, P.E., Director *JHT*  
**DATE:** December 27, 2019  
**SUBJECT:** Request to Bid Ocean Pines North Water Tower Painting

DIVISIONS

**MAINTENANCE**  
TEL: 410-632-3766  
FAX: 410-632-1753

**ROADS**  
TEL: 410-632-2244  
FAX: 410-632-0020

**SOLID WASTE**  
TEL: 410-632-3177  
FAX: 410-632-3000

**FLEET  
MANAGEMENT**  
TEL: 410-632-5675  
FAX: 410-632-1753

**WATER AND  
WASTEWATER**  
TEL: 410-641-5251  
FAX: 410-641-5185

.....  
Attached for your review and approval are bid specifications and a bidders list for painting of the North Water Tower in the Ocean Pines Service Area. Please note that we are still waiting for the Construction Permit for this work to be issued by the Maryland Department of the Environment but feel we need to move forward with bidding so work can begin early in the spring making the tower available for this coming summer.

The total cost for this construction project is estimated at \$400,000 and funding for the project is included in the 2019 bond issue.

We are requesting that the Commissioners authorize bidding this work.

Should you have any questions, please feel free to call me.

Attachments

cc: John S. Ross, P.E. Deputy Director  
Jessica R. Wilson, CPA, Enterprise Fund Controller

# BIDDING DOCUMENTS FOR THE COATING REHABILITATION OF THE OCEAN PINES NORTH WATER TANK

Ocean Pines Service Area  
Worcester County, Maryland

**PREPARED FOR THE OWNER:**

WORCESTER COUNTY COMMISSIONERS  
1 WEST MARKET STREET  
SNOW HILL, MD 21863  
410-632-1194

**PREPARED BY:**

J. W. SALM ENGINEERING, INC.  
P.O. BOX 397, 9842 MAIN STREET, SUITE 3  
BERLIN, MD 21811  
410-641-0126

Reviewed by Worcester County  
Department of Public Works

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(Signature)

---

(Printed Name)

January 2020

# Table of Contents

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Instructions to Bidders and General Information

Special Conditions

Bid Form

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Payment Bond

Technical Specifications

    Coating Specifications

    Steel Tank Institute Repair Specifications

Tank Inspection Report, dated 2/23/16

**NOTICE TO BIDDERS**

**COATING REHABILITATION OF THE  
OCEAN PINES NORTH WATER TANK**

Mystic Harbour Service Area  
Worcester County, Maryland

The Worcester County Commissioners are soliciting bids for Coating Rehabilitation of the Ocean Pines North Water Tank. Bid specifications packages and bid forms are available from the Office of the County Commissioners, Room 112, One West Market Street, Snow Hill, Maryland 21863-1072. Sealed bids will be accepted until 1:00 p.m. On Monday, January 27, 2020 in the Office of the County Commissioners, at the above address, at which time they will be opened and read aloud. Sealed envelopes are to be marked "Coating Rehabilitation of the Ocean Pines North Water Tank" in the lower left-hand corner.

After opening, bids will be forwarded to the Department of Public Works for tabulation, review and recommendation to the County Commissioners for their consideration and bid award at a future meeting. In awarding the bid, the Commissioners reserve the right to reject any and all bids, waive formalities and technicalities therein, and to accept whatever bid they determine to be in the best interest of the County, while considering the lowest or best bid, quality of goods and work, time of delivery or completion, responsibility of bidders being considered, previous experience of bidders with County contracts, or any other factors they deem appropriate. All inquiries, including requests for site visits, shall be directed to John S. Ross, P.E. (410) 641-5251, extension 2412.

**INSTRUCTION TO BIDDERS  
and  
GENERAL INFORMATION  
COATING REHABILITATION OF THE  
OCEAN PINES NORTH WATER TANK**

Ocean Pines Service Area  
Worcester County, Maryland

**1. Bids**

Bids are to be submitted in sealed envelopes clearly marked “Coating Rehabilitation of the Ocean Pines North Water Tank” in the lower left-hand corner.

The Bid shall be irrevocable for a period of Ninety (90) Days following Bid opening.

**2. Late Bids**

Bids are to be mailed or hand-carried to be received in the Office of the County Commissioners on or before 1:00 p.m. on January 27, 2020. Bids received after the appointed time will not be considered.

**3. Taxes**

The County is exempt from all Federal and State taxes. The Contractor shall be familiar with tax law to the extent that it applies to this project and shall prepare their bid in compliance with those regulations.

**4. Visits to the Site**

Bidders interested in visiting the Site should contact John S. Ross, P.E. at (410) 641-5251 between the hours of 7:30 a.m. and 4:00 p.m., Monday through Friday, for directions to the site and for more details regarding site visits.

**5. Bid Forms**

Bids are to be submitted on the forms provided in this package. Bid forms are to be completed in their entirety with all requested information provided. Where indicated, bids are to be signed by an individual authorized by the bidding company. Incomplete or unsigned bid forms are cause for rejection of the bid.

6. **Insurance Requirements**

The Contractor is required to maintain insurance for the duration of the project. Certificates naming the County as co-insured shall be provided to confirm that the Contractor has General Liability, Automotive Liability, Workman's Compensation and other insurance as may be required for the work.

7. **Scope of Work**

Work shall include furnishing and installing new water mains and all appurtenances including all restoration. All work shall be performed in accordance with the MDE Construction Permit No. [REDACTED] Worcester County standards and as shown on the Drawings and described in the Contract Documents.

8. **Award of Contract**

Bids will be opened by the Chief Administrative Officer or Assistant Chief Administrative Officer in the Office of the County Commissioners and read aloud at 1:00 p.m. on January 27, 2020.

The Department of Public Works will tabulate and review said bids and prepare a recommendation to the County Commissioners for their consideration and bid award at a future meeting. In awarding the bid, the Commissioners reserve the right to reject any and all bids, waive formalities and technicalities therein, and to accept whatever bid they determine to be in the best interest of the County, while considering the lowest or best bid, quality of goods and work, time of delivery or completion, responsibility of bidders being considered, previous experience of bidders with County contracts, or any other factors they deem appropriate.

9. **Specifications**

The Contractor shall review the technical specifications and include these requirements in the bid. All work shall be performed in accordance with the Nov. 1, 2017 Worcester County Water and Sewer Standard Specifications, and Details, as amended upon adoption February 20, 2018, the MDE construction permit and these technical specifications, dated January 2020.

10. **Warranty and Guarantee**

The Contractor warrants and guarantees to Worcester County that all work will be performed in accordance with the drawings and specifications and County and MDE standards and will not be defective. Prompt notice of all defects will be given to the Contractor. All work shall be warranted for a period of two (2) years after the date of acceptance of the work. The Contractor shall, without cost to the

County, and in accordance with the County's written instructions, promptly correct any defective work.

**11. Payment**

The Contractor shall prepare a bid schedule of values, breaking down the various portions of work into individual work task items for the purposes of providing periodic payment estimates. The Bid Schedule shall be used by the Contractor as the basis for their schedule of values. This schedule of values shall be submitted to the County for their review and approval. Once approved, the schedule of values will be used as the basis of progress payments.

The Contractor shall submit to the Water and Wastewater Division for review, applications for periodic payments, filled out and signed by the Contractor covering the work completed as of the date of the application and accompanied by such supporting documentation as required. The Contractor shall submit applications for payment on a monthly basis.

During the progress of the work, progress payments shall be made in the amount of 90% of the approved work in place. The retainage shall be held until all work is substantially complete and accepted. Once the work is 50% complete, if the work is progressing on time and otherwise satisfactorily, the retainage may be reduced to 5%.

**12. Supervision**

The Contractor shall at all times staff the project with a qualified site superintendent who shall have the authorization to make decisions for the Contractor. At no time shall construction crews be on the site without adequate supervision.

**13. Photographs**

Prior to beginning any construction, the Contractor shall create a photographic log of the existing site conditions at the project site. This log shall be used as a basis for determining any preconstruction conditions requiring special consideration during site restoration. The photographic log shall be provided to the County prior to any construction activity on site.

**14. Project Completion and Closeout**

When the Contractor determines that he has completed the work to a point where it is usable, he shall request certification of Substantial Completion. Upon his request, the County Engineer will inspect the work and, if it is deemed to be substantially complete, the contract construction time shall stop and the maintenance period shall begin. Retainage at Substantial Completion shall be

reduced to an amount equal to 150% of the estimated cost remaining for Final Completion.

When the work is determined to be complete, the Contractor shall request a final inspection of the work. Work items determined to be outstanding at the time of the Final Completion will be itemized on a punch-list and shall be completed by the Contractor prior to release of final payment. Upon completion of the work and final acceptance, the Contractor shall furnish the following:

- a) Affidavit that all subcontractors and suppliers have been paid.
- b) Certification that there are no outstanding liens against the work.
- c) Certification that there are no other payments required under the contract
- d) "Red Line" drawings showing as-constructed conditions.

**15. Time for Completion**

All work on this project is to be completed within 120 calendar days from the issuance of the Notice to Proceed.

Failure to complete the work in the time listed will result in the assessment of liquidated damages in the amount of \$200 for each calendar day that the work extends beyond the completion date.



**SPECIAL CONDITIONS COATING  
REHABILITATION OF THE OCEAN  
PINES NORTH WATER TANK**

Ocean Pines Service Area  
Worcester County, Maryland

The Contractor shall be completely familiar with all of the conditions, provisions and stipulations contained in the project's technical specifications and the Maryland Department of the Environment (MDE) construction permit No. \_\_\_\_\_. The Contractor shall make themselves complete familiar with the Tank Inspection Report, prepared by the Utility Service Group, dated February 23, 2016 provided by the Owner. The contractor shall provide a complete new evaluation including written report of similar scope and format to the 2016 report prior to commencing any cleaning or coating work on the project.

## BID FORM

### COATING REHABILITATION OF THE OCEAN PINES NORTH WATER TANK

Ocean Pines Service Area  
Worcester County, Maryland

This Bid Is Submitted To: Worcester County Commissioners, OWNER

The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an agreement with OWNER to perform and furnish all Work as specified or indicated in the Contract Documents for the Price Bid and within the Time specified in the Instruction to Bidders and in accordance with all other terms and conditions of the Contract Documents.

BIDDER accepts all of the terms and conditions of the Advertisement, Notice to Bidders, Instructions to Bidders and General Information, Special Conditions, Bid Item Descriptions, Bid Schedule, Bid Form, the Technical Specifications for the Coating Rehabilitation of the Ocean Pines North Water Tank and the Tank Inspection report. This Bid shall be irrevocable for a period of ninety (90) days following Bid opening.

In submitting this Bid, BIDDER represents that:

- (a) BIDDER has examined copies of all the Bidding Documents and the following Addenda (receipt of all which is hereby acknowledged):

Date

Number

- (b) BIDDER has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.
- (c) BIDDER has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests and studies which pertain to the subsurface or physical conditions at the site or would otherwise affect the cost, progress, performance or furnishing of the Work at the Total Bid Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, and no additional examinations, investigations, explorations, tests, reports or similar information or data are or will be required by BIDDER for such purposes.
- (d) BIDDER has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing underground facilities at or contiguous to the site and assumes responsibility for the accurate location of said underground facilities. If additional examinations,

investigations, explorations, tests, reports or similar information or data in respect of said underground facilities are or will be required by BIDDER in order to perform and furnish the Work at the Total Bid Price, within the Contract Time and in accordance with the other terms and conditions the Contract Documents, these activities and investigations shall be performed by the BIDDER at no additional cost the OWNER and with no additional delay to the Contract Time.

- (e) BIDDER has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.
- (f) BIDDER has given the Engineer written notice of all conflicts, errors or discrepancies that it has discovered in the Contract Documents and the written resolution thereof by the Engineer is acceptable to the BIDDER.
- (g) The Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other BIDDER to submit a false or sham BID; BIDDER has not solicited or induced any person, firm or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER.
- (h) A performance guarantee, in a form acceptable to the County, shall be required in the amount of 100% of the Bid Price. A sample bond form meeting the County's requirements is attached for the Bidder's convenience.

I/We submit this bid for the following work: **Coating Rehabilitation of The Ocean Pines Water Tank**. The following represents the TOTAL BID PRICE on a LUMP SUM basis and also lists DEDUCT PRICES bid on a LUMP SUM basis to be elected at the County's option:

**TOTAL BASE BID PRICE:** \$ \_\_\_\_\_  
(Numbers) \_\_\_\_\_ Dollars  
(Words) \_\_\_\_\_

**DEDUCT NO. 1:** \$ \_\_\_\_\_  
(Exterior -3 coats only) (Numbers) \_\_\_\_\_ Dollars  
(Words) \_\_\_\_\_

BIDDER'S NAME \_\_\_\_\_  
(Print Clearly)  
BIDDER'S ADDRESS \_\_\_\_\_

BIDDER'S TELEPHONE \_\_\_\_\_

BIDDER'S E-MAIL ADDRESS \_\_\_\_\_

\_\_\_\_\_  
Clearly Printed Name of Person/Company Officer  
Submitting Bid

DATE: \_\_\_\_\_  
\_\_\_\_\_  
Signature of Person/Company Officer Submitting  
Bid

# SCOPE OF WORK

## COATING AND REHABILITATION OF THE OCEAN PINES NORTH WATER TANK

Ocean Pines Service Area  
Worcester County, Maryland

### I. Introduction

The Worcester County owns and operates the public water utility services located in Ocean Pines, Maryland. In the 1970's an elevated steel water tank was constructed to provide water storage for the Ocean Pines Community. This water system was subsequently expanded in later years to serve a wider area and a larger population. The elevated tank is a 250,000 gallon painted steel structure that is over 100-feet above ground. The tank is leg supported and contains a central shaft which conveys potable water to and from the tank. Due to the age of the tank and appurtenances the existing coating has begun delaminating from the structure.

The County of Worcester intends to select a qualified contractor meeting the requirements set forth in this document to clean and recoat this structure and associated appurtenances. This document, including all attachments, is intended to provide the contractor with standard and technical specifications for preparation of a proposal in accordance with the specified scope of work herein. Information, including pricing shall be used as the basis for selecting a qualified contractor.

### II. Experience and Reference Requirements

The contractor shall provide descriptions of a minimum of three (3) projects of similar scope, including date of work, contract value, and location. In addition to experience, the contractor shall provide reference names and contact information for each of the listed projects. The three projects must have been completed since 2014. Contractors failing to provide descriptions of at least three projects, excluding reference information for the project, or failure to have completed the minimum number of projects since 2014 shall not be considered for this RFP.

### III. Scope of Work - General

The general scope of work for this project includes draining the existing elevated water storage tank, cleaning both the interior and exterior, surface preparation, and application of coating systems in accordance with technical specifications contained in *Technical Specifications for the Coating Rehabilitation of the Ocean Pines North Water Tank* along with other specific repairs, renovations and improvements listed in this Scope of Work. Specific attention should be directed to the technical requirements for existing coating testing and required environmental controls for removal and containment and disposal of lead contaminated dust and particulate material. Maintaining a safe work site, including provision of all required safeguards for both workers and the surrounding community during all aspects

of this project is a strict requirement and will be aggressively enforced by the County or their designated representative. Full containment is required due to the project site's close proximity to existing businesses and residences.

The contractor shall also be responsible for providing repairs to the elevated tank and appurtenances identified in this document.

In addition to providing the services outlined, the contractor must comply with all requirements of the *Technical Specifications for Coating Rehabilitation of the Ocean Pines North Water Tank*. The contractor must provide a signed statement indicating that they have read and fully understand, and shall meet each and every requirement included in the bidding documents, MDE Permit No. \_\_\_\_\_ and the *Technical Specifications for the Coating Rehabilitation of the Ocean Pines North Water Tank*.

The contractor must provide a minimum of a two (2) year warranty for the scope of work, beginning with the date of final completion acceptance by the County.

**a. Physical Inspection and Repairs**

The tank was last inspected by Utility Service Group on February 23, 2016. A copy of this inspection report is attached to these documents. The contractor must provide a new current physical inspection and evaluation of the elevated water tank and all appurtenances to determine their present condition and functionality of all components. This must be provided to the County in writing prior to any cleaning, coating or repair work being performed and shall be of similar scope and format to the 2016 report

The scope of work for the base bid includes implementing any repairs necessary to bring the elevated tank and associated components up to fully serviceable and like new condition. This effort includes the requirement to upgrade all safety equipment and appurtenances to current standards as specified by OSHA or other governing regulatory agencies. A new current report detailing all required work relating to this section shall be prepared by the Bidder following a thorough inspection of the tank and appurtenances prior to beginning any repair work. This report, including a detailed cost breakdown shall be submitted to the County prior to performing any of the repair work.

This report detailing all required work relating to this section shall be prepared by the contractor, including a detailed cost breakdown, and submitted to the County. Any repairs identified in the new inspection report that are over and above what was described in the 2/23/16 report and that are authorized by the County, if required, will need to be addressed by a Change Order.

At the end of year one (anniversary of acceptance of project by the County) the contractor will perform an annual inspection of the work performed. Attending the inspection will be the County's designated representative/engineer and paint

manufacturer's representative. The Contractor shall also present the written report as specified in the *Technical Specifications for the Coating Rehabilitation of the Ocean Pines North Water Tank*. Following the two year anniversary, the Contractor shall provide the identical inspection and reporting with the referenced parties present.

**b. Environmental Controls**

Due to the age of the tank, it is likely that lead based paint and or primers were used when constructed. Some of the existing coating is the original paint and primer; therefore it is likely that lead abatement will be required. If lead based paints or primers are present the contractor will be required to follow regulations for proper containment, testing, and disposal. A complete full containment system will be required for this project. The contractor shall adequately address any issues with VOC's during the coating process.

Refer to the *Technical Specifications for the Coating of the Ocean Pines North Water Tank*.

**c. Coating Application**

The contractor will be required to provide coating as specified in the technical specifications. If the contractor intends to use an alternative manufacturer of paint, the contractor must demonstrate that the alternative paint meets the required specifications.

Refer to the *Technical Specifications for the Coating of the Ocean Pines North Water Tank*.

**IV. Detailed Scope of Work (Base Bid)**

- a. The County will take the tank out of service for the duration of the project.
- b. The County will make the tank and site available to the Contractor to perform their work, outlined below. The Contractor shall be responsible for job site security of the water tower structure. Secure storage shall be provided by the Contractor at the Tank site.
  - 1) Dewater the tank and perform the physical inspection. The County will drain the tank as low as possible. Any remaining water shall be removed by the Contractor and transported by closed container truck to the County's emergency holding pond, located at 1000 Shore Lane, Ocean Pines, Maryland.
  - 2) Temporarily remove the permanent FAA Light and rig a temporary FAA light.
  - 3) Remove all antennas, attachments and obstructions. Deliver these to the County at 1000 Shore Lane, Ocean Pines, Maryland.

4) For the exterior surfaces of the tank:

- a) Install exterior containment system.
- b) Abrasive blast clean to SSPC-SP#6 all exterior surfaces.
- c) Install 4-coat system, including:
  - 1) Zinc primer.
  - 2) Epoxy under-coat.
  - 3) First polyurethane finish-coat.
  - 4) Second polyurethane finish-coat.

5) For the interior "wet" water chamber surfaces of the tank:

- a) Remove all interior silt accumulation.
- b) Abrasive blast clean to SSPC-SP#10, all interior water chamber surfaces.
- c) Install a 3-coat system, including:
  - 1) Zinc primer.
  - 2) Epoxy under-coat.
  - 3) Epoxy finish-coat.

c) Perform the following tank repairs/modifications:

- 1) Cut back to sound metal and replace in-kind with a new section of pipe the severely deteriorated section of overflow pipe located just below where it exits out of the knuckle. Provide additional support bracket in place of the existing deteriorated bracket.
- 2) Remove and replace all anchor bolt retention nuts along the base leg columns.
- 3) Replace the FAA obstruction lighting including: wiring, conduit, mounting stand, and light assembly, complete, in its entirety.
- 4) Spot weld all interior tank pits.
- 5) Replace the exterior ladder, including padlock panel, safety cage, complete in its entirety.
- 6) Expose the concrete foundations and regrade ground so that water does not pond around foundations.



- 7) Cut in temporary access port for rehabilitation work.
- 8) Install new 24" diameter manhole assembly in shell surface just above the balcony walking.
- 9) Repair balcony and handrail in-kind where not structurally sound.
- 10) Install additional set of vertical support brackets to the side rails of the roof ladder
- 11) Upgrade all ladders and access point to conform to current OSHA/MOSHA standards.

**VI. Detailed Scope of Work – Deduct No. 1 (Exterior – 3 coats only)**

This deduct will delete the “first Polyurethane Finish Coat” contained in the Section 2.1.5.1e of the Technical Specifications, in its entirety. All other aspects of the Base Bid will stay in effect. The Base Bid price will be reduced by Deduct No. 1 if the County chooses this option.

**WORCESTER COUNTY, MARYLAND  
CONTRACTOR'S LABOR AND MATERIAL BOND**

KNOW ALL MEN BY THESE PRESENTS: That \_\_\_\_\_ as Principal, hereinafter called Principal, and \_\_\_\_\_ as Surety, hereinafter called Surety, are held and firmly bound unto the Worcester County, Maryland, a Municipal Corporation, hereinafter called the County, for the use and benefit of Claimant, as herein below defined, in the amount of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a Written Contract dated \_\_\_\_\_ with the County for Contract number \_\_\_\_\_ which contract is by reference made a part hereof and hereinafter referred to as the Contract.

NOW, THEREFORE, the condition of this obligation is such, that if the principal shall promptly make payment to each and every Claimant, as hereinafter, defined, for all labor, materials, supplies and rental of equipment reasonably required and used or consumed in the performance of the Contract and of all such alterations and modifications of said Contract provides for such alterations and modifications, during the original term of said Contract and any extensions thereof which may be granted by the County and agreed upon by the Principal, then this obligation shall be null and void; otherwise it shall be and remain in full force and effect.

The Surety expressly waives any right to receive notice of extensions of time, or alterations or modifications of the Contract which are provided for and made pursuant to the terms of said Contract.

PROVIDED, HOWEVER, anything in said Contract to the contrary notwithstanding, this bond is executed upon and subject to the express conditions and limitations of State Finance and Procurement Article, Section 13-501, Annotated Code of Maryland (1985), as of the date of this contract wherein it is set forth as follows:

## Labor and Material Payment Bond

### (c) Suits on Payment bonds -- Right to institute --

Every person who has furnished labor or material in the prosecution of the work provided for in such contract, in respect of which a payment bond or other security is furnished under this section and who has not been paid in full therefore before the expiration of a period of ninety days after the day on which the last of the labor was done or performed by him or material was furnished or supplied by him for which such claim is made, shall have the right to sue on the payment bond or other security for the amount, or the balance thereof, unpaid at the time of institution of such suit and to prosecute said action to final judgment and execution for sum or sums justly due him; provided, however, that any person having direct contractual relationship with a subcontractor of the contractor, or with any sub-contractor of the contractor but no contractual relationship express or implied with the contractor furnishing said payment bond or other security, shall have a right of action upon the payment bond or other security upon giving written notice to the contractor within ninety (90) days from the date on which such person did, or performed the last of the labor or furnished or supplied the last of the material for which such claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the material was furnished or supplied or for whom the labor was done or performed. Such notice shall be served by mailing the same by registered or certified mail, postage prepaid, in an envelope addressed to the contractor at any place he maintains an office or conducts his business, or his residence.

### (d) Same -- Where and when brought: liability for cost --

Every suit instituted under this section shall be brought in the appropriate court in the political subdivision in which the contract was to be performed and executed or in the political subdivision where the contractor has his principal place of business and not elsewhere, but no such suit shall be commenced after the term of one year after the date of final acceptance of the work performed under the contract. The obligee named in the bond or the trustee for any other security shall not be liable for the payment of any cost or expenses of any such suit.

Labor and Material Payment Bond

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 2003.

In the Presence of:

\_\_\_\_\_ (SEAL)

\_\_\_\_\_ (SEAL)  
Principal

\_\_\_\_\_  
Bond Number

\_\_\_\_\_  
\_\_\_\_\_ (SEAL)  
Surety

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Address

Full Copy Available  
upon Request in  
County Administration

# TECHNICAL SPECIFICATIONS FOR THE COATING REHABILITATION OF THE OCEAN PINES NORTH WATER TANK

Ocean Pines Service Area  
Worcester County, Maryland

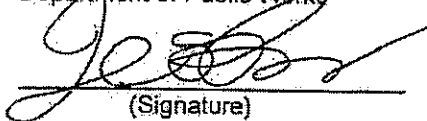
PREPARED FOR THE OWNER:

WORCESTER COUNTY COMMISSIONERS  
1 WEST MARKET STREET  
SNOW HILL, MD 21863  
410-632-1194

PREPARED BY:

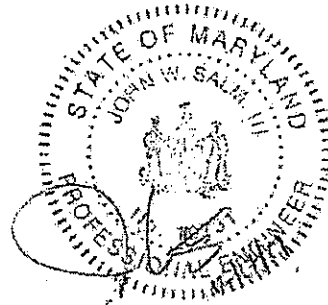
J. W. SALM ENGINEERING, INC.  
P.O. BOX 397, 9842 MAIN STREET, SUITE 3  
BERLIN, MD 21811  
410-641-0126

Reviewed by Worcester County  
Department of Public Works

  
(Signature)

John S. Bass  
(Printed Name)

Deputy Director



John W. Salm, III, P.E.  
Maryland PE No. 19731

January 2020

## BIDDERS LIST

### Coating Rehabilitation of the Ocean Pines North Water Tower

**Pittsburg Tank & Tower**

P.O. Box 913  
Henderson, KY 42419-0913  
(270) 869-9400  
Fax: (270) 869-9411  
sales@watertank.com

**Caldwell Tanks, Inc.**

4000 Tower Road  
Louisville, KY 40219  
905-833-4486 Phone  
502-810-0987 Fax  
sales@caldwelltanks.com

**Utility Service Co., Inc.**

535 Courtney Hodges Blvd  
Perry, GA 31069  
(800) 223-3695  
Fax (478) 987-2991  
jcato@utilityservice.com

**J&W of North Carolina**

1040 Old Washington Road  
Vanceboro, NC 28586  
Phone: 252) 244-3600

**Southern Corrosion**

738 Thelma Road  
Roanoke Rapids, NC 27870-9702  
252-535-1777  
Fax: 252-535-3215  
sci@tankcare.net

**Manolis Painting, Inc.**

P.O. Box 9710  
Baldwin, MD  
410-276-1369  
manolispainting@gmail.com

**Blastech Enterprises, Inc.**

2200 Van Deman Street St 100  
Baltimore, MD 21224  
christinah@blastechenterprises.com

**Great Western Painting**

13202 Day Ct  
Draper, Utah 84020  
1-877-749-5554  
Fax: 413-618-7494  
Pat@greatwesternpainting.com

**A & M Construction & Utilities, Inc**

4950 Grisham Dr  
Rowlett, TX 75088  
972-412-0255  
Fax: 972-463-0736  
[http://amconstructionutility.com/contact\\_us](http://amconstructionutility.com/contact_us)

**Worth Contracting, Inc.**

2112 Jernigan Road  
Jacksonville, Florida 32207-6608  
(904) 396-6363  
Fax: (904) 396-1888  
wci@worthcontractinginc.com

**Corrosion Control Corp.**

177 US Route 130  
Pedricktown, NJ 08067-3612  
856-299-4200  
Fax: 856-299-5286  
ccc@tankcare.com

**Horizon Brothers Painting**

1053 Kendra Lane  
Howell, MI 48843  
810-632-3362  
office@horizonbros.com

**D&M Painting Corp.**

1500 Amity Ridge Road  
Washington, PA 15301  
724-229-0440  
kathleen@dmpaintingcorp.com

**K&K Painting, Inc.**

1704 Joplin Street  
Baltimore, MD 21224  
410-633-2381  
kkpaint@msn.com

**Nostos SS Contractors LLC**

12020 Sunrise Valley Drive, St. 100  
Reston, VA 20191  
office@nostosllc.com

**Titan Industrial Services, Inc.**

4054 North Point Road  
Baltimore, MD  
410-477-1857  
pete@titanindust.com



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Worcester County  
DEPARTMENT OF PUBLIC WORKS  
6113 TIMMONS ROAD  
SNOW HILL, MARYLAND 21863

JOHN H. TUSTIN, P.E.  
DIRECTOR

JOHN S. ROSS, P.E.  
DEPUTY DIRECTOR

TEL: 410-632-5623  
FAX: 410-632-1753

**TO:** Harold L. Higgins, Chief Administrative Officer  
**FROM:** John H. Tustin, P.E., Director *JHT*  
**DATE:** December 27, 2019  
**SUBJECT:** Letter Request – Ocean Pines Advisory Board

DIVISIONS

**MAINTENANCE**  
TEL: 410-632-3766  
FAX: 410-632-1753

**ROADS**  
TEL: 410-632-2244  
FAX: 410-632-0020

**SOLID WASTE**  
TEL: 410-632-3177  
FAX: 410-632-3000

**FLEET  
MANAGEMENT**  
TEL: 410-632-5675  
FAX: 410-632-1753

**WATER AND  
WASTEWATER**  
TEL: 410-641-5251  
FAX: 410-641-5185

Attached is a letter from the Ocean Pines Water and Wastewater Advisory Board asking the County Commissioners to authorize staff to begin an evaluation of the potential to reuse treatment plant effluent from the Ocean Pines Wastewater Treatment Plant to irrigate the Ocean Pines Golf Course. The Advisory Board has seen the success we have had recently at the Eagle's Landing and at Riddle Farm golf courses and believe there could be an application of this process at Ocean Pines.

The use of effluent at the Ocean Pines golf course would produce both practical and environmental benefits. These include a reduction of nutrient discharges to the Saint Martin's River while also reducing the use of groundwater from the current drinking water aquifer for golf course irrigation.

The evaluation requested would provide preliminary project costs, potential funding sources would be identified, regulatory hurdles and constructability information could be gathered so that a reasonable path forward could be developed.

With your approval we will begin solicitation for Professional Services to assist us in this endeavor.

We are available to discuss this request at your convenience. Should you have any questions, please feel free to call me.

Attachment

cc: John Ross, P. E., Deputy Director  
Jessica Wilson, CPA, Enterprise Fund Controller

**OCEAN PINES WATER AND WASTEWATER ADVISORY BOARD**  
1000 Shore Lane  
Ocean Pines, Maryland 21811

December 11, 2019

The Honorable Joseph M. Mitrecic, President  
Worcester County Commissioners  
Government Center - Room 1103  
One West Market Street  
Snow Hill, Maryland 21863

Re: Spray Irrigation  
Ocean Pines Service Area

Dear Commissioner Mitrecic:

The Ocean Pines Water and Wastewater Advisory Board has been working with the County Staff, primarily John Tustin and John Ross of Public Works and Jessica Wilson of the Treasurer's Office, to investigate the potential for reuse of the plant effluent from the Ocean Pines Wastewater Treatment Plant for irrigation of the Ocean Pines Golf Course.

We have discussed the success that you have had in the past at other golf courses throughout the County and feel there is the potential for a similar application here in the Ocean Pines Sanitary Service Area. We understand from discussions with staff that these projects will take time to develop and we are asking that County staff to begin this investigation with the Ocean Pines Association and other parties that will be involved in this project.

Although the plant is permitted to discharge effluent to the Saint Martin's River, we feel that the environmental benefits warrant investigating this option. We also believe this could free additional treatment capacity that could generate revenue to offset the expense of the project. All of these issues will be addressed as a part of the evaluation.

Thank you for your assistance in this matter.

Sincerely;



Fred Stiehl, Chairman  
Ocean Pines Water and Wastewater Advisory Board

Cc: Commissioner James Bunting  
Commissioner Chip Bertino  
Harold L. Higgins CAO





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Worcester County  
DEPARTMENT OF PUBLIC WORKS  
6113 TIMMONS ROAD  
SNOW HILL, MARYLAND 21863

JOHN H. TUSTIN, P.E.  
DIRECTOR

JOHN S. ROSS, P.E.  
DEPUTY DIRECTOR

TEL: 410-632-5623  
FAX: 410-632-1753

MEMORANDUM

**TO:** Harold L. Higgins, Chief Administrative Officer  
**FROM:** John H. Tustin, P.E., Director *JHT*  
**DATE:** December 27, 2019  
**SUBJECT:** Request to Approve Professional Services  
West Ocean City Pump Station

DIVISIONS

MAINTENANCE  
TEL: 410-632-3766  
FAX: 410-632-1753

ROADS  
TEL: 410-632-2244  
FAX: 410-632-0020

SOLID WASTE  
TEL: 410-632-3177  
FAX: 410-632-3000

FLEET  
MANAGEMENT  
TEL: 410-632-5675  
FAX: 410-632-1753

WATER AND  
WASTEWATER  
TEL: 410-641-5251  
FAX: 410-641-5185

Attached for your review is a letter/proposal from EA, Engineering, Science and Technology, Inc. (EA) outlining a scope of work and cost estimate for preparation of bidding documents for Pump Stations 2, 3, 4 and 5 in the West Ocean City Service Area. The work to be completed involves relocating all station electrical components from their current location 20 to 25 feet below grade to a new location above grade on the pump station site. The work will also include demolition of old equipment, recoating the station dry wells and other minor improvements needed at the specific stations.

EA is the consultant we have used for most recent pump station electrical improvement projects and are the original designer of the pump control panel we are that we pre-purchased this past October. The work includes preparation of bidding documents showing needed site work, panel installation, wiring of the new panel to the pumps and controls and the required testing and start-up for the 4 pump stations. EA's knowledge of the pump panels make them the only reasonable choice to complete this work.

The total cost proposed for this work is \$19,909.58 or \$4,977.40 per station. Funding for this work is included as a part of the 2020 Service Area Budget.

We are requesting that the Commissioners approve contracting with EA for these services.

Should you have any questions, please feel free to call me.

Attachment

cc: John S. Ross, P.E. Deputy Director  
Jessica R. Wilson, CPA, Enterprise Fund Controller



EA Engineering, Science,  
and Technology, Inc., PBC

11200 Racetrack Road Unit 101A  
Ocean Pines, MD 21811  
Telephone: 410-641-5341  
Fax: 410-641-5349  
www.eaest.com

December 27, 2019  
Proposal No. 0791406

Mr. John Ross, P.E.  
Deputy Director of Public Works  
Worcester County Department of Public Works  
Water and Wastewater Division  
1000 Shore Lane  
Berlin, Maryland 21811

**Subject: On-Call Proposal for Electrical Engineering and SCADA Communication  
West Ocean City Pump Stations 2, 3, 4, and 5 Renovations**

Dear Mr. Ross:

EA Engineering, Science, and Technology, Inc., PBC (EA) is pleased to submit this letter proposal to the Worcester County Department of Public Works (County) to provide on-call electrical engineering design and SCADA communication services. As the County identifies electrical engineering and SCADA communication tasks, EA will prepare a modification proposal under this on-call contract.

The initial task under this project involves the development of a design for electrical upgrades for four pump stations located in West Ocean City. These four pump stations, designated as West Ocean City Pump Station 2, 3, 4, and 5, are all located within five miles of each other. The proposed scope of work for Task 1 – West Ocean City Pump Stations 2, 3, 4 and 5 electrical design services is presented in Attachment A.

**Task 1 Schedule** — EA understands that schedule is important for an efficiently executed project, and that the project schedule is important to Worcester County. We propose to work closely with your personnel upon notice to proceed to define a submittal and completion schedule that will best satisfy the County. EA anticipates completing the design within 60 calendar days from notice to proceed.

**Fee**—EA proposes to complete Task 1 under a time and materials basis for a contract amount not to exceed \$19,909.58. A summary of the Task 1 estimated labor hours and cost for the work is presented in Attachment B. The work under this proposal will be performed in accordance with Worcester County's General Contract Conditions, consistent with our previous work with Worcester County.

We appreciate the opportunity to continue our long history of partnership with Worcester County in this endeavor and intend, throughout the course of this project, to act as a valuable and reliable extension of your staff. Feel free to contact me at (410) 584-7000 with any questions.

Respectfully yours,

Daniel Yue, P.E.  
Project Manager



**ATTACHMENT A  
SCOPE OF WORK FOR WORCESTER COUNTY  
ELECTRICAL DESIGN SERVICES  
WEST OCEAN CITY PUMP STATIONS 2, 3, 4, AND 5 RENOVATIONS**

This Scope of Work (SOW) describes the tasks necessary to provide the renovations to the electrical system at West Ocean City Pump Stations 2, 3, 4, and 5. These renovations generally include replacing the existing control panel located below grade at each underground pump station and relocating it above grade. EA will provide engineering consulting and design services required to develop and complete a set of design drawings and electrical specifications that will be used by a contractor to construct the desired renovations and upgrades.

**Scope of Work**

Based on information received from the County, site visits, existing drawings and O&M Manual documentation, EA will provide design services to renovate the existing power distribution system at each pump station as follows:

- Provide a topographic survey for each of the four pump stations; this survey will serve as the base map for showing subsequent work.
- Relocate the existing electrical power distribution and controls system equipment from the existing dry pit below grade to a new location above grade. The new SCADA Pump Control Panel, and any additional enclosures required for the power distribution system, will be installed on a concrete equipment pad at the pump station. The pad at Pump Station 4 will be supported so that it sits approximately four feet above grade, consistent with other equipment located at this station. This arrangement has been used at this location by the County so that the equipment sits higher and is less susceptible to flooding.
- Upgrade the minimal equipment which must remain in the dry pit, below grade; this includes the lights, receptacles, sump pump, and dehumidifier.
- Delineate the conduit and conductors that will be routed between the pumps, pump motors, blowers, sensors, emergency generator, the SCADA Pump Control Panel, and the power distribution equipment.

**Deliverables**

EA will provide design drawings and specification sections, suitable for bidding purposes, that depict the upgrades at West Ocean City Pump Station 2, 3, 4, and 5. This will be a single drawing package showing all of the renovations at the four pump stations. Five drawings and ten specification sections are anticipated. EA will submit a draft copy for County review. EA will address comments, update the drawings, and make a final submittal that can be used for bidding purposes.

**Anticipated drawings:**

- E-1 Abbreviations, Symbols, Details
- E-2 Site Plan West OC Pump Station 2
- E-3 Site Plan West OC Pump Station 3
- E-4 Site Plan West OC Pump Station 4



E-5 Site Plan West OC Pump Station 5

Assumptions

- Existing electrical services at the four pump stations has sufficient capacity for the existing equipment and any new equipment that is required. Design for a new electrical service is not needed.
- New pumps and motors have been installed at each of the four pump stations. This design does not include new pumps, piping, valves, wet well, or emergency generator.
- The four pump stations are situated so that each station is able to receive a radio signal from the existing Worcester County SCADA system of adequate strength (RSSI > -90dBm) to communicate reliably. Each of these pump stations can be connected with the existing Worcester County SCADA system; a radio survey will not be conducted as part of this design work.
- The emergency generators at each of the four pump stations will remain unchanged.
- The County will pre-purchase the SCADA Pump Control Panel from Hartwell Engineering. This SCADA Pump Control Panel will be UL certified and contain the programmable controller, and the motor controllers. The County will provide shop drawings and other suitable documentation detailing the construction of the SCADA Pump Control Panel so that connections to that equipment can coordinated correctly.

**Attachment B-1  
Cost Estimate  
Worcester County West Ocean City Pump Stations 2, 3, 4, and 5  
Engineering Consulting and Design Services  
December 2019**

**Total Task 1: Design Services**

EA Labor *(Refer to details in Attachment B-2)	Hours	Rate	Effort	Anticipated Staff
Senior Project Technical Reviewer	3	\$ 86.47	\$ 259.41	Geoff Tizard
Project Manager	6	\$ 71.92	\$ 431.52	Darl Kolar
Designer	53	\$ 33.64	\$ 1,782.92	Neil Hallowell
Electrical Engineer	43	\$ 60.67	\$ 2,608.81	Dan Yue
Civil Engineer	8	\$ 43.08	\$ 344.64	Kerry Feuz
Senior Technical Writer	2	\$ 48.06	\$ 96.12	Janet Earickson
<i>Total Personnel Effort</i>		115	\$5,523.42	
<i>Total Personnel Effort With Overhead and Profit</i>			<b>\$15,465.58</b>	

**Other Direct Costs**

Office Equipment (Fax, telephone, etc.)	0	ls	\$ 200.00	\$ -
Mobile Phone	0	minute	\$ 0.12	\$ -
Drawing Reproduction	20	sheets	\$ 4.00	\$ 80.00
Copies	0	pgs	\$ 0.06	\$ -
Color Copies	0	sheets	\$ 0.13	\$ -
3-inch Binder Report	0	ea	\$ 62.34	\$ -
Postage	0	ls	\$ 300.00	\$ -
Truck	0	days	\$ 59.00	\$ -
Truck mileage	300	miles	\$ 0.28	\$ 84.00
Mileage	0	miles	\$ 0.54	\$ -
Misc. Supplies	0	ls	\$ 150.00	\$ -
<i>Total Other Direct Costs</i>			\$	<b>164.00</b>

**Subcontractor**

<i>Russell T. Hammond (surveyor)</i>	1	LS	\$	4,000.00
<i>Markup (7%)</i>			\$	280.00
<i>Subcontractor Total</i>				<b>\$4,280.00</b>

**TOTAL \$19,909.58**

Attachment B-2  
 Labor/Hour Estimate  
 Worcester County West Ocean City Pump Stations 2, 3, 4, and 5  
 Engineering Consulting and Design Services  
 December 2019

**Total Task 1: Design Services**

	Senior Technical Reviewer	Project Manager	Designer	Electrical Engineer	Civil Engineer	Senior Technical Writer
Site visit			8	8		
Review SCADA Control Panel shop drawings				6		
Review existing drawings and documentation	1			6	4	
structural calculations						
develop drawings		1	40	10	2	
develop specifications		1		8	2	2
prepare submittal	1	2	3	3		
Respond to comments	1	2	2	2		
<b>Total - Task 1</b>	<b>3</b>	<b>6</b>	<b>53</b>	<b>43</b>	<b>8</b>	<b>2</b>



27

Worcester County  
DEPARTMENT OF PUBLIC WORKS  
6113 TIMMONS ROAD  
SNOW HILL, MARYLAND 21863

JOHN H. TUSTIN, P.E.  
DIRECTOR

JOHN S. ROSS, P.E.  
DEPUTY DIRECTOR

TEL: 410-632-5623  
FAX: 410-632-1753

MEMORANDUM

**TO:** Harold L. Higgins, Chief Administrative Officer  
**FROM:** John H. Tustin, P.E., Director *JHT*  
**DATE:** December 27, 2019  
**SUBJECT:** Request to Bid Chip Seal  
Department of Public Works – Roads Division

DIVISIONS

**MAINTENANCE**  
TEL: 410-632-3766  
FAX: 410-632-1753

**ROADS**  
TEL: 410-632-2244  
FAX: 410-632-0020

**SOLID WASTE**  
TEL: 410-632-3177  
FAX: 410-632-3000

**FLEET  
MANAGEMENT**  
TEL: 410-632-5675  
FAX: 410-632-1753

**WATER AND  
WASTEWATER**  
TEL: 410-641-5251  
FAX: 410-641-5185

-----  
Attached for your review and approval are bid documents for the application of Chip Seal for resurfacing approximately 27.61± miles of County Roadway. Included in this packet is the Notice to Bidders, Specifications, Bid Form, Listing of County Roads to be resurfaced, and Vendor List. Once the Commissioners have had the opportunity to review the packet, it is requested that authorization is provided to solicit bids for the application of Chip Seal.

Funding in the amount of \$600,000 for road resurfacing projects is available this spring in the Assigned Fund Balance.

Should you have any questions, please do not hesitate to call me.

Attachments

cc: Frank J. Adkins

# DRAFT

## NOTICE TO BIDDERS

### Chip Seal Surfacing of Roadways Worcester County, Maryland

The Worcester County Commissioners are currently accepting bids for county-wide chip seal surfacing of various sections of roadways in Worcester County to be completed by June 17, 2020 and requiring approximately 290,979 square yards of CRS-2PM Chip Seal for roughly 27.61 miles of road for the Roads Division of Public Works. Bid specification packages and bid forms are available from the Office of the County Commissioners, Room 1103 – Worcester County Government Center, One West Market Street, Snow Hill, Maryland 21863, obtained online under the “Bids” drop-down menu in the lower right hand side of the home page at [www.co.worcester.md.us](http://www.co.worcester.md.us) or by calling the Commissioner’s Office at 410-632-1194 to request a package by mail. **Sealed bids will be accepted until 1:00 p.m., Monday, January 27, 2020**, in the Office of the County Commissioners at the above address, at which time they will be opened and publicly read aloud. Envelopes shall be marked “**Chip Seal Bid**” in the lower left-hand corner. After opening, bids will be forwarded to the Department of Public Works for tabulation, review and recommendation to the County Commissioners for their consideration at a future meeting. In awarding the bid, the Commissioners reserve the right to reject any and all bids, waive formalities, informalities and technicalities therein, and to take whatever bid they determine to be in the best interest of the County considering lowest or best bid, quality of goods and work, time of delivery or completion, responsibility of bidders being considered, previous experience of bidders with County contracts, or any other factors they deem appropriate. All inquiries shall be directed to Frank Adkins, Roads Superintendent, at 410-632-2244, Monday through Thursday, 6:00 a.m. to 4:30 p.m.



## **Bid Specifications**

The Worcester County Commissioners are currently accepting bids on Chip Seal. Sealed bids will be accepted until **1:00 PM, Monday, January 27, 2020**, at the Worcester County Commissioners Office, Room 1103, Worcester County Government Center, One West Market Street, Snow Hill, MD 21863 at which time they will be opened and publicly read aloud. After opening, bids will be forwarded to the Department of Public Works for tabulation, review and recommendation to the County Commissioners for award at a future date. **Envelopes must be marked in lower left corner with "Chip Seal Bid"**.

The work is to be completed by **June 17, 2020**. No bid bond is required. If all work is not completed as specified within liquidated damages shall be imposed as stated. **A pre-construction meeting will be required within five (5) days prior to commencement of work.**

### **ITEM I - CRS-2PM CHIP SEAL SPECIFICATIONS:**

Miscellaneous: **No work will be performed on weekends or holidays.**

**WARRANTY:** All work and materials shall be warranted for a period of one year.

#### **DESCRIPTION**

This work shall consist of the application of a single course of asphalt surface treatment on various roads located in Worcester County in accordance with the attached oiling schedule.

The project requires the furnishing and application of all specified asphalt and Aggregate cover materials. The contractor provides all necessary labor, equipment and materials, including maintenance of traffic items.

#### **DEFINITION OF TERMS**

**Single Seal Treatment** is defined as one application of asphalt material and one application of cover aggregate. These roads are identified in the schedule with 1/3 gal/sy application rate for CRS-2PM.

#### **SPECIFICATIONS**

All work on this project shall be done in accordance with the Maryland Department of Transportation State Highway Administration "Standard Specifications for Construction & Materials" dated Oct. 1993 as revised to date. Asphalt emulsion and aggregate cover material are herein specified and selected from the above. Sectional references are to the State specifications.

Additional or deleted requirements to the above SHA Standard Specifications and supplemental CRS-2PM specifications are also listed herein and shall be a part of this contract

#### **MATERIALS AND APPLICATION RATES**

Referenced SHA section 503.02

**Emulsified Asphalt** shall be type CRS-2PM

Spray temp: 140-160 F

Spray rate: single coat of first coat: 0.3-0.5 gal/sy

Prior to construction the contractor shall submit for approval to the Engineer sources of supply for all materials.

**Aggregates:**

Spread rate: Single seal treatment: single coat: No. 8 @ 20-35 lb/sy

All aggregates shall be double washed stone. Aggregates shall not be used within 24 hours of washing.

Aggregate from more than one source shall not be furnished for a specified route or a group of subdivision routes unless permitted by the Engineer. Aggregate color shall be subject to the approval of the Roads Engineer. White granite is NOT acceptable. Samples must be submitted for approval.

**CONSTRUCTION**

SHA 503 governs as applicable

**Equipment:**

Referenced SHA section: 503.03.01

All equipment shall be subject to approval by the Engineer.

Delete SHA 505.03.01 (b) tailgate spreader. The aggregate spreader shall be a self-propelled model capable of covering 12 feet in one uniform application and adjustable for various rates.

Asphalt distributing equipment per SHA specifications.

Rollers: Steel-wheeled and pneumatic tire rollers are required. See following section below.

Power broom required. See following section below.

All other equipment per SHA specs. or as required for successful prosecution of the work.

**Weather:**

Referenced SHA section 503.03.02

**Foundation Preparation:**

The County will trim the shoulders of roads to be resurfaced.

The County will patch all ruts or potholes as deemed necessary.

The contractor shall power broom the surface to remove all loose and foreign materials prior to application of the asphalt. The power broom, operator, fuel, maintenance, and traffic control will not be paid for directly, and is considered incidental to the pay items in the schedule of prices.

**Seal treatment:**

The asphalt shall be sprayed on the surface at the rate herein specified. Excess material in pools shall be removed. Areas not accessible to the distributor must be hand hosed. Immediately following the asphalt application, a dry, dust free aggregate shall be spread on the surface at the application rate herein specified. All areas containing insufficient aggregate shall be corrected.

**Verification:**

The type, quantity, and temperature of asphalt material applied must be verified to the satisfaction of the inspector.

A ticket showing the certified weight of each individual truck load of cover aggregate must be presented to the inspector on the job for all cover material prior to spreading said material on the surface to be treated. Should the contractor elect to stockpile the cover aggregate, provisions must be made to weigh the material coming from the stockpile prior to applying the material to the roadway.

**Rolling:**

Immediately following the aggregate application, the surface shall be rolled until the aggregate is uniformly embedded into the asphalt. The rolling shall be discontinued if the aggregate begins to crush. The contractor shall use a steel wheel roller and a static-tire roller on seal treatments. These treatments shall be subjected to a minimum of one complete pass of each type of roller on each layer of cover.

**Maintenance, Protection and Performance of the Work:**

Completed sections shall be closed to traffic until the final seal coat has completely cured. The contractor shall maintain the treated surface after it has been opened to traffic until final acceptance.

The contractor shall exercise control of the delivery and application of the surface treatment materials to prevent damage to the roadway surface. The speed of the delivery equipment and pilot truck shall be limited as directed by the inspector. The maintenance and protection shall include, but not be limited to, the placement of signs; the use of flaggers and pilot trucks; and placement of additional asphalt and aggregate material. In the event a failure occurs prior to acceptance, the contractor shall repair or replace the failed treatment as directed by the Engineer.

**POC:**

The contractor shall designate a contact person and telephone number for the handling of complaints or claims of the public due to the contractor's operation.

**Mail and paper box care:**

The contractor's attention is called to mail or paper boxes on this project that may be within the limit of work. These boxes if required to be moved for equipment shall be the contractor's responsibility. They shall be moved to a suitable location that mail and papers may be received as usual. When construction in a given area has reached the stage that there is no more conflict with such boxes, they shall be placed permanently at or near their original location to conform with U.S. postal requirements. If these boxes or their supports are damaged by the contractor during construction of this project, they shall be repaired or replaced in kind at the contractor's expense.

No additional payment will be made to the contractor for adjustments to the existing mail and or paper boxes, but will be considered incidental to other pay items.

**MAINTENANCE OF TRAFFIC**

Conformance requirements:

SHA "Standard Specifications for Construction and Materials" (SHA Standard Specifications) section 104

SHA "Book of Highway Standards"

FHA "Manual on Uniform Traffic Control Devices" (MUTCD)

The contractor must maintain traffic at all times throughout the entire length of the project, including public and private and commercial entrances, street intersections, etc.

**Traffic Manager (TM) - Traffic Control Plan (TCP)**

Referenced SHA section 104.02.03

The contractor shall appoint a Traffic Manager responsible for Maintenance of Traffic conformance requirements. This individual shall develop and submit to the County a Traffic Control Plan suitable to his plan of construction for a given location. This plan will be reviewed with the project inspector and jointly agreed upon prior to starting the work. If during the course of the work adjustments are necessary to traffic control measures the contractor shall take corrective action as required or directed.

**Temporary Traffic Signs (TTS):**

The contractor shall furnish and install all necessary TTS as required by Sec. 6B of the MUTCD.

**Cones:**

Cones shall meet the requirements of Sec. 104.14 SHA Standard Specifications.

**Flaggers-Pilot Vehicles-Radio Communication:**

The contractor shall furnish all necessary MD SHA Certified flag persons in conformance with Section 6F of the MUTCD and Sec. 104.15 of the SHA Standard Specifications. Flaggers shall use STOP/SLOW paddles. Two-way radios or pilot vehicles shall be used whenever flaggers are not within sight distance of each other, or when directed by the Engineer.

**Basis of Payment:**

All aforementioned items under this section Maintenance of Traffic will NOT be paid for directly and shall be considered incidental to the other pay items in the schedule of prices for Chip Seal Surface Treatment.

**MOBILIZATION:**

Movement of personnel and equipment to and from the project sites and staging equipment will not be paid for directly and shall be considered incidental to the other pay items.

## METHOD OF MEASUREMENT AND BASIS OF PAYMENT

Chip Seal Surface Treatment will be measured and paid for at the Contract unit price per square yard for one or more of the items listed in the schedule of prices in the bid proposal. The payment will be full compensation for mobilization, maintenance of traffic, preparation, furnishing, hauling, placing all required materials, and for all labor, equipment, tools, and incidentals necessary to complete the work.

All correspondence and invoices are to be sent to the Worcester County Public Works Department, Roads Division, 5764 Worcester Highway, Snow Hill, MD 21863.

The County Commissioners shall be the sole judge as to whether or not any bid meets specifications. The County Commissioners reserve the right to accept or reject any bid in the best interest of the County.

1. **LIQUIDATED DAMAGES** - For each day that the work shall remain uncompleted after the time specified for completion, the sum per day, given in the following schedule shall be deducted by the County from monies due the Contractor, not as a penalty, but as liquidated damaged.

<u>Amount of Contract</u>	<u>Amount of Liquidated Damages per Day</u>
Less than \$10,000	\$ 80.00
\$10,000 and less than \$50,000	\$160.00
\$50,000 and less than \$100,000	\$240.00
Greater than \$100,000	\$400.00

2. **CONTRACTOR'S INSURANCE** - The contractor shall take out and maintain during the life of this contract, Workmen's Compensation Insurance for all of his or any subcontractor's employees employed at the site of the work; and such Public Liability and Property Damage Insurance as shall protect him from claims which may arise from operations under this contract for personal injury (including accidental death) as well as for property damage - whether such operations are by himself or by any subcontractor, or by anyone directly employed by them.

Public Liability Insurance shall be in the amount not less than \$500,000 for injuries, including wrongful death to any one person; and, subject to the same limit for each person, in an amount not less than \$1,000,000 on account of one accident.

Property Damage Insurance shall be in an amount not less than \$500,000 for damages on account of any one accident, and in an amount not less than \$1,000,000 for damages on account of all accidents.

## MEASUREMENT AND PAYMENT

1. **MEASUREMENT OF QUANTITIES** - The Engineer shall make final measurements to determine the quantities of various items of work performed as the basis of final settlement.

Pay weight for all items to be paid for by weight shall be determined by actual certified scale weight, certified shipping weight, or by computed weight as specified herein.

Materials specified for measurement by tallying of vehicles shall be hauled only in approved units, the carrying capacity of which has been pre-determined. Each hauling unit shall be marked to designate its approved capacity.

2. **PARTIAL PAYMENTS** - Partial payments shall be made monthly in an amount not greater than 90% of the money earned during the pay month. The Contractor shall prepare the application for payment in form satisfactory to the Engineer. Process time shall be thirty (30) days upon receipt.
3. **ACCEPTANCE AND FINAL PAYMENT** - When in the opinion of the Engineer, the Contractor has completed the work in a satisfactory manner in accordance with the terms of the contract, the Engineer shall make final inspection of the entire project and shall certify in writing to the County as to the completion of the work submitting with this report the final estimate showing the amount of each item of work performed as the value thereof.
4. **RELEASE OF LIENS** - The Contractor shall deliver (in a form satisfactory to the owner) a written report to the effect that all bills for labor, materials, and supplies have been paid or satisfactorily secured.
5. **CONSENT OF SURETY** – Projects bonded by a surety bond will require written **CONSENT OF SURETY FOR FINAL PAYMENT**.

**BID FORM**

**“Chip Seal FY20”**

I/We have reviewed the specifications and provisions for furnishing and applying approximately 290,979 square yards ± of CRS-2PM Chip Seal to approximately 27.61 miles ± of roads at various locations in Worcester County and understand said requirements. I/We hereby propose to furnish and apply.

290,979 Square Yards ± CRS-2PM Chip Seal @ \$ \_\_\_\_\_ per square yard

Work is to be completed by **June 17, 2020**.

*Worcester County reserves the right to adjust the quantities depending on varying circumstances*

**BID MUST BE SIGNED TO BE VALID.**

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

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

Typed Name: \_\_\_\_\_

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

Firm: \_\_\_\_\_

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

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

**PROPOSED TAR / CHIP FY20  
(North)**

<u>ROAD NAME</u>	<u>MILES</u>	<u>WIDTH</u>	<u>SQ. YDS.</u>
Salt Grass Point Road	1.16	18.0'	12,250
North Piney Point Road	0.80	20.0'	9,387
Blueberry Road	2.92	16.5'	28,266
Donaway Road	0.78	16.0'	7,322
Tull Road	1.49	16.0'	13,986
Fooks Road	2.94	18.5'	31,909
Davis Road	0.65	16.0'	6,101
Timmonstown Road	2.80	18.0'	29,568
Pin Oak Drive	0.16	24.0'	2,253
Greenbriar Drive	0.23	24.0'	3,238
Massey Xing Road	0.79	18.0'	8,342
Bishop Lane Road	0.51	18.0'	5,386
Murray Road	1.32	18.5'	14,326
Delaware Road	0.83	18.0'	8,765
Narrow Branch Road	0.21	18.0'	2,218
Burbage Road	0.63	18.0'	6,653
Muskrattown Road	1.07	18.0'	11,299



<u>ROAD NAME</u>	<u>MILES</u>	<u>WIDTH</u>	<u>SQ.</u> <u>YDS.</u>
Brant Road	0.17	20.0'	1,995
Day Girls Road	0.69	18.0'	7,286
Logtown Road (s of 50)	1.71	18.0'	18,058
Savage Road - OP	0.14	16.0'	1,314
Pine Rest Dr - OP	0.10	16.0'	939
Goody Hill Road	0.87	20.0'	10,208
Mason Road	1.00	17.0'	9,973
Mason Road	0.07	10'6"	431
Deer Park Road	0.64	22.0'	8,260
Doe Drive	0.26	20.0'	3,051
Porfin Drive	0.42	18.0'	4,435
Bethards Road	2.25	18.0'	23,760
<b>TOTALS</b>	<b>27.61</b>	<b>Miles</b>	<b>290,979</b> Sq Yards

## VENDOR LIST:

American Paving Fabrics, Inc.  
6910 O' Conner Road  
Hanover, Maryland 21076  
Attn: Shaun McGrath  
Phone No.: 410-379-2209  
Fax No.: 410-796-0272  
Email: [shawn@americanpavingfabrics.com](mailto:shawn@americanpavingfabrics.com)

Asphalt Paving Systems  
555 N. Egg Harbor Road  
Hammonton, New Jersey 08037  
Attn: Walter Percy III  
Phone No.: 609-561-4161  
Fax No.: 609-567-2824  
E-mail: [wpercyiii@ashpaltpavingsystems.com](mailto:wpercyiii@ashpaltpavingsystems.com)

Marino Transportation Services  
6401 Arundel Cove Avenue  
Baltimore, Maryland 21226  
Attn: Joe Marino  
Phone No.: 410-355-1118, ext 328  
Fax No.: 410-355-1184  
E-Mail: [jmarino@gomts.com](mailto:jmarino@gomts.com)

Hammaker East, Ltd.  
3450 Asiatic Avenue  
Curtis Bay, Maryland 21226  
Attn: Brian Kleist  
Phone No.: 410-404-6023  
Fax No.: 410-355-6364  
E-Mail: [brian.kleist@hammakeast.com](mailto:brian.kleist@hammakeast.com)

Chesapeake Paving and Sealing, Inc.  
2445 North Zion Road  
Salisbury, Maryland 21801  
Attn: Jeff Brown/Kelly Marlott  
Phone No.: 410-742-2330/443-978-8176  
Fax No.: 443-978-8176  
E-mail: [chesapeakepaving@verizon.net](mailto:chesapeakepaving@verizon.net)

Russell Paving Company  
Post Office Box 186  
Church Creek, Maryland 21622  
Attn: Monica Russell  
Phone No.: 410-228-8040  
Fax No.: N/A  
E-mail: [russellpavingcompany@gmail.com](mailto:russellpavingcompany@gmail.com)

Whitehurst Paving  
3723 Nine Mile Road  
Richmond, Virginia 23223  
Attn: Wilson Whitehurst  
Phone No.: 804-233-9296  
Fax No.: 804-233-6413  
E-mail: [wwhitehurst@whitehurstcos.com](mailto:wwhitehurst@whitehurstcos.com)



28

Worcester County  
DEPARTMENT OF PUBLIC WORKS  
6113 TIMMONS ROAD  
SNOW HILL, MARYLAND 21863

MEMORANDUM

JOHN H. TUSTIN, P.E.  
DIRECTOR

JOHN S. ROSS, P.E.  
DEPUTY DIRECTOR

TEL: 410-632-5623  
FAX: 410-632-1753

**TO:** Harold L. Higgins, Chief Administrative Officer  
**FROM:** John H. Tustin, P.E., Director *JHT*  
**DATE:** December 27, 2019  
**SUBJECT:** Madison Avenue – No Parking Signage

DIVISIONS

**MAINTENANCE**  
TEL: 410-632-3766  
FAX: 410-632-1753

**ROADS**  
TEL: 410-632-2244  
FAX: 410-632-0020

**SOLID WASTE**  
TEL: 410-632-3177  
FAX: 410-632-3000

**FLEET  
MANAGEMENT**  
TEL: 410-632-5675  
FAX: 410-632-1753

**WATER AND  
WASTEWATER**  
TEL: 410-641-5251  
FAX: 410-641-5185

-----  
The Department has reviewed the attached email request from Michael Lalli dated December 9, 2019 concerning boat and trailer parking issues on Madison Avenue especially during the spring through early fall months. Mr. Lalli stated that during the summer it can be dangerous to circumvent around the multiple boats and trailers parked on the road and is requesting that "No Boat or Trailer Parking" signs be installed on Madison Avenue.

After investigating this issue and the area involved, it is requested that a resolution be adopted by the County Commissioners to prohibit trailer parking on Madison Avenue for pedestrian safety and to prohibit a dangerous situation from occurring.

Should you have any questions, please feel free to call me.

Attachment

cc: Frank J. Adkins, Roads Superintendent

----- Original message -----

From: MICHAEL LALLI <[mikela38@comcast.net](mailto:mikela38@comcast.net)>

Date: 12/9/19 12:30 PM (GMT-05:00)

To: Frank Adkins <[fadkins@co.worcester.md.us](mailto:fadkins@co.worcester.md.us)>

Subject: Madison Ave.

Hello Frank,

My name is Mike Lalli and I'm the current association president for the Portofino Condo Assn. on Madison Ave., North Ocean City.

I got you name as the person to direct this email after making a couple of phone calls to the County.

Over the past several years, the street in from of our development has tuned into what I would call, The Madison Ave. Marina

As you will see in the attached photo's, the street is basically taken up with boats and trailers starting in the spring through early fall.

This makes it almost impossible for guest parking at Portofino as well as for our neighbors across the street. I know we don't come under Ocean City proper, which doesn't allow boat and trailer parking on the street but look to you for some help regarding this situation.

Ironically, the boats and trailers parked there are from the North end of the street where's there is no room to park them. I fail to understand these individuals thought process, as well as they're consideration for others, when for \$50.00/month they can park trailers at Island Water Sports next to Harpoon Hannah's, a mere 3 tenths of a mile away.

We also have a lot of people who walk Madison Ave. in the summer and it could be a dangerous situation at times trying to circumvent the boats and trailers while watching out for oncoming traffic.

If you not the right person to discuss this with, please forward me the correct information, if you are, I hope you would consider posting no boat or trailer parking in this area.

Thank you for your consideration,  
Mike Lalli

**DRAFT**

**RESOLUTION NO. 20 - \_\_\_\_**

**RESOLUTION PROHIBITING BOAT AND TRAILER PARKING  
ON MADISON AVENUE IN WORCESTER COUNTY, MARYLAND**

WHEREAS, Section 12-503 of the Local Government Article of the Annotated Code of Maryland states that the governing body of a county has control over county roads; and

WHEREAS, Section 1-101 of the Public Works Article of the Worcester County Code of Public Local Laws, provides the County Commissioners the control over public roads; and

WHEREAS, Section 5-201(a) of the General Provisions Article of the Worcester County Code of Public Local Laws states that a parking violation shall be the violation of any parking law, regulation or provision made by the County Commissioners; and

WHEREAS, Section 3-101 of the Public Safety Article of the Worcester County Code of Public Local Laws authorizes the County Commissioners, by resolution, to restrict, limit or prohibit parking or stopping on or along any road or highway or portion thereof in the County. The highways or sections thereof where parking or stopping is to be restricted, limited or prohibited shall be designated by appropriate signage; and

WHEREAS, the County Commissioners have determined that the parking of boats and trailers on Madison Avenue in Worcester County has caused a traffic hazard for drivers and pedestrians and has limited parking for home owners on said street; and

WHEREAS, the County Commissioners have determined it necessary to prohibit boat and trailer parking on Madison Avenue to uphold the health, safety and general welfare of the public;

NOW, THEREFORE, BE IT RESOLVED by the County Commissioners of Worcester County, Maryland that:

1. Parking of boats and trailers on Madison Avenue in Worcester County is hereby prohibited, and
2. Violations of said parking restrictions shall constitute a civil infraction which shall be processed as a parking violation; and
3. Violations shall be subject to a fine of \$100 (one hundred dollars) each day that the violation continues.

AND, BE IT FURTHER RESOLVED that this Resolution shall take effect upon its passage.

PASSED AND ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

ATTEST:

COUNTY COMMISSIONERS OF  
WORCESTER COUNTY, MARYLAND

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Harold L. Higgins  
Chief Administrative Officer

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Joseph M. Mitrecic, President

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Theodore J. Elder, Vice President

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Anthony W. Bertino, Jr.

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Madison J. Bunting, Jr.

---

James C. Church

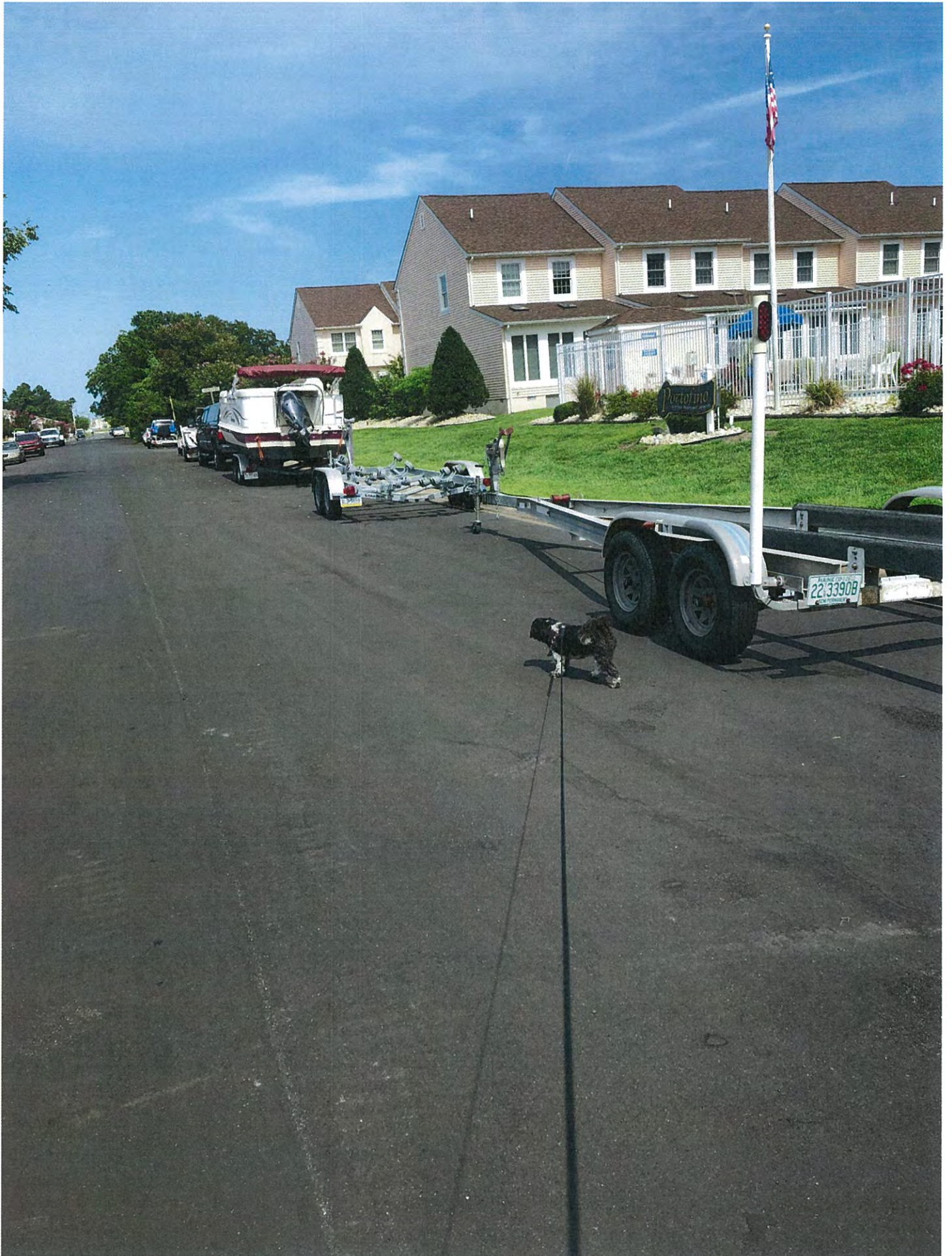
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Joshua C. Nordstrom

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Diana Purnell









29

Worcester County  
DEPARTMENT OF PUBLIC WORKS  
6113 TIMMONS ROAD  
SNOW HILL, MARYLAND 21863

JOHN H. TUSTIN, P.E.  
DIRECTOR

JOHN S. ROSS, P.E.  
DEPUTY DIRECTOR

TEL: 410-632-5623  
FAX: 410-632-1753

MEMORANDUM

**TO:** Harold L. Higgins, Chief Administrative Officer  
**FROM:** John H. Tustin, P.E., Director *JHT*  
**DATE:** December 27, 2019  
**SUBJECT:** Salt MOU

DIVISIONS

**MAINTENANCE**  
TEL: 410-632-3766  
FAX: 410-632-1753

**ROADS**  
TEL: 410-632-2244  
FAX: 410-632-0020

**SOLID WASTE**  
TEL: 410-632-3177  
FAX: 410-632-3000

**FLEET MANAGEMENT**  
TEL: 410-632-5675  
FAX: 410-632-1753

**WATER AND WASTEWATER**  
TEL: 410-641-5251  
FAX: 410-641-5185

As you are aware the DPW - Roads Division applies salt brine onto selected County roads during winter storm events, which helps to inhibit the initial buildup of snow and ice on the roadways. MDOT SHA has requested an MOU (Memorandum of Understanding) from Worcester County to obtain a salt supply (typically around 25 tons) for these winter events. This salt supply enables the Roads Division to create a salt brine solution for winter snow emergency operations. This MOU will allow Worcester County to obtain salt from MDOT SHA stock piles from September 1, 2019 through August 31, 2020. The cost of the salt, at the time of execution of the MOU, will be \$83.50 per ton, which includes the price of the salt, a delivery charge and an overhead charge. This price may be adjusted weekly to account for delivery charge variances and the County will be responsible for actual costs incurred at the time of acquisition.

It is requested that the County Commissioners review and execute the attached document as requested by MDOT SHA.

Should you have any questions, please do not hesitate to contact me.

Attachment

cc: Frank J. Adkins

# SALT AND AGGREGATE UTILIZATION AGREEMENT

by and between

Maryland Department of Transportation  
State Highway Administration

and

County Commissioners of Worcester County, Maryland

This AGREEMENT (“**Agreement**”) made as of the 1<sup>st</sup> day of September 2019, executed in duplicate, by and between the Maryland Department of Transportation State Highway Administration (“**MDOT SHA**”) and the County Commissioners of Worcester County, Maryland, a political subdivision of the State of Maryland and a body politic and corporate (“**COUNTY**”).

**WHEREAS**, during certain winter snow emergency operations (“**Snow Event**”) the COUNTY may have a need to obtain additional salt (“**Salt**”) and/or stone dust abrasives or aggregate (“**Aggregate**”), to effectively complete their winter snow operations; and

**WHEREAS**, the COUNTY has requested, and MDOT SHA has agreed, to allow the COUNTY to obtain Salt and/or Aggregate from MDOT SHA stockpiles during a Snow Event in accordance with the terms and conditions contained herein; and

**WHEREAS**, the COUNTY shall reimburse MDOT SHA for the cost of Salt and/or Aggregate plus other related expenses; and

**WHEREAS**, MDOT SHA and the COUNTY agree that this Agreement will benefit both parties of this Agreement and will promote the safety, health, and general welfare of the citizens of the State.

**NOW, THEREFORE**, in consideration of the premises and of the mutual promises between the MDOT SHA and the COUNTY, as set forth herein, the adequacy of which is hereby acknowledged, the parties hereby agree to the following:

## **I. TERM & BUDGET**

The Term of this Agreement is for a period of one (1) year beginning the first (1<sup>st</sup>) day of September 2019 and ending on the thirty first (31<sup>st</sup>) day of August 2020, both dates inclusive, unless sooner terminated as set forth herein. For budgeting and planning purposes only, during the Term of this Agreement the total cost for: i) Salt shall not exceed Eighty-Three Dollars and Fifty Cents (\$83.50) per ton. This is an estimate only and the COUNTY shall be responsible for actual costs incurred at the time of acquisition.

## **II. SALT & AGGREGATE COSTS**

- A. The cost of Salt, at the time of execution of this Agreement is Eighty-Three Dollars and Fifty Cents (\$83.50) per ton, which includes the price of the Salt, a Delivery Charge and an Overhead Charge.
- B. The Salt and/or Aggregate prices listed herein are subject to awarded contracts by MDOT SHA and shall be adjusted accordingly.
- C. The Delivery Charge includes the cost of fuel and mileage to transport the Salt and/or Aggregate to a MDOT SHA Salt dome. The Overhead Charge is determined by the federally approved Overhead Rate that may be adjusted on October 1<sup>st</sup> of each year. The current Overhead Rate is seven and eighty seven hundredths percent (7.87%).
- D. The cost of the Salt and/or Aggregate may be adjusted weekly to account for Delivery Charge variances.

## **III. ESTABLISHMENT of the SALT and/or AGGREGATE COSTS**

MDOT SHA has established a charge number for the COUNTY which will be used to document Salt and/or Aggregate withdrawals from MDOT SHA's inventory system. The current charge number for the COUNTY is BY319M84.

## **IV. PROCEDURES**

- A. Salt and Aggregate Scheduling
  - 1. MDOT SHA Shop Locations: For purposes of this Agreement, the MDOT SHA shops to be used for Salt and/or Aggregate for the COUNTY, as determined by MDOT SHA, are:  
  
Snow Hill Shop  
5603 Market Street  
Snow Hill, MD 21863
  - 2. Prior to a Snow Event: The COUNTY will contact Mike Marvel, MDOT SHA's Resident Maintenance Engineer (RME), or designee, of the Snow Hill Shop at 410-632-0511 to arrange for the COUNTY's trucks to be loaded with the Salt and/or Aggregate at the designated location the day before a local forecasted snow if time permits; otherwise MDOT SHA and the COUNTY will determine which MDOT SHA salt storage site is appropriate to use to load the Salt and/or Aggregate onto the trucks and

MDOT SHA will provide an operator to facilitate the loading of the Salt and/or Aggregate.

3. During the Snow Event: The COUNTY will contact the appropriate MDOT SHA Shop nearest to that truck and request to be loaded at an approximate preferred time of arrival. MDOT SHA will then arrange for an operator to meet the COUNTY truck at that location as close to the preferred time as possible without negatively affecting MDOT SHA operations. In addition, if a COUNTY truck is in the vicinity of a specific dome during a Snow Event and a MDOT SHA operator is present, the COUNTY truck may then be topped off, if desired. In situations where the MDOT SHA Snow Event operations are already active when the COUNTY operations begin, the COUNTY can notify MDOT SHA as far in advance as possible and MDOT SHA will make every effort to provide an operator at all the locations requested in order to begin loading COUNTY trucks with Salt and/or Aggregate.
4. Post Snow Event: The COUNTY can contact the appropriate MDOT SHA shop to request re-loading after a Snow Event, and MDOT SHA will schedule the re-loading at both parties' convenience.
5. The COUNTY shall not return any unused Salt and/or Aggregate to any MDOT SHA shop.

B. Load Records

1. The COUNTY shall ensure all vehicles picking up Salt and/or Aggregate on their behalf are identified by a sticker or placard indicating the COUNTY's name.
2. Only a MDOT SHA authorized loader operator shall load the COUNTY trucks.
3. MDOT SHA shall create a written loading record that must be signed by the COUNTY driver. A copy shall be given to the COUNTY driver to account for every load of Salt and/or Aggregate that the COUNTY receives from MDOT SHA. Each load record shall contain the following information:
  - a. truck number or license tag number,
  - b. the number of scoops/ buckets loaded,
  - c. the number of tons loaded based on the scoops / bucket size value multiplied by the number of scoops /buckets.
  - d. the ratio of Salt and Aggregate (e.g. 70/30, 50/50, etc.) for mixed loads.

## V. PAYMENT

- A. MDOT SHA shall provide a detailed invoice to the COUNTY by May 31<sup>st</sup> of each year for all actual costs incurred by MDOT SHA to provide Salt and/or Aggregate to the COUNTY. The invoice shall be accompanied by normal documentation from MDOT SHA to evidence actual costs incurred.
1. In the event the COUNTY receives a mixture of Salt and Aggregate, then such mixture will be noted on each load ticket along with the ratio of Salt to Aggregate; the quantity on such tickets will be multiplied by the mixture ratio and recorded independently as Salt and Aggregate.
- B. Upon request by the COUNTY, MDOT SHA may provide information to include the number of buckets and estimated tonnage provided to the COUNTY for each date of withdrawal.
- C. The estimated cost of the Salt and/or Aggregate is based on the average amount of Salt and/or Aggregate used during the previous five (5) years at the prevailing rate at the time of execution of this Agreement and will be subject to future adjustments during the Term according to costs for Salt and/or Aggregate for delivery and overhead in effect at that time.
- D. REIMBURSEMENT
1. Reimbursement to MDOT SHA for the SALT during the Term, including MDOT SHA overhead, is estimated to be Eighty Thousand Three Hundred Fifty Dollars (\$83.50) and is based on estimated quantities from the previous year, however, actual costs and tonnage may vary and the COUNTY shall reimburse MDOT SHA for all actual tonnage (which includes the delivery charge) and overhead costs.
- E. In the event of extremely heavy Salt and/or Aggregate usage, MDOT SHA reserves the right to submit progress billings to the COUNTY in lieu of one annual invoice.
- F. The COUNTY shall reimburse MDOT SHA for all costs incurred by MDOT SHA for all supplied Salt and/or Aggregate provided during the Term pursuant to this Agreement within thirty (30) days of receipt of each invoice.
- G. In the event MDOT SHA does not receive payment of invoices within thirty (30) days of the COUNTY's receipt of each invoice, MDOT SHA will notify the COUNTY of the overdue payment and provide the COUNTY the opportunity to pay such overdue amounts. If payment of the overdue amount is not received within thirty (30) days following notification, MDOT SHA will then notify the COUNTY in writing, and the parties hereby agree that MDOT SHA may make a deduction from the COUNTY's share of Highway User Revenue equal to the overdue invoice amount(s) or MDOT SHA may refer the overdue amount to the Central Collection Unit, at 300 West Preston Street, Room 500, Baltimore MD 21201-2365 for collection of overdue amount.

## VI. GENERAL

- A. MDOT SHA does not supply Brine, a pretreatment salt-based mixture.
- B. Title VI Assurances. All parties to this Agreement shall comply with the requirements of APPENDIX A (2 pages) and APPENDIX E (1 page) of MDOT SHA's Standard Title VI/Non-Discrimination Assurances DOT Order No. 1050.2A which generally set forth non-discrimination regulations and other civil rights related regulations. APPENDIX A and APPENDIX E are attached hereto and incorporated herein as substantive parts of this Agreement. The term "Acts" in Appendix A refers to 49 C.F.R. Part 21 and 28 C.F.R. Section 50.3. The term "Recipient" in Appendix refers to MDOT SHA.
- C. MDOT SHA and the COUNTY agree to cooperate with each other to accomplish the terms and conditions of this Agreement.
- D. The provisions contained in this Agreement shall be binding upon the parties until the earlier to occur of; (i) three (3) years from the date first written above, (ii) thirty (30) days after written notice has been given by either party to the other that they elect to no longer be bound by the terms and conditions of this Agreement, or (iii) August 31, 2020. However, termination of this Agreement and any Amendments is contingent on all outstanding invoices being paid by the COUNTY to MDOT SHA.
- E. The COUNTY shall indemnify, hold harmless and defend, at MDOT SHA's option, the State of Maryland, MDOT SHA and the Maryland Department of Transportation, from and against any and all liabilities, obligations, damages, penalties, claims, costs, charges and expenses, incurred in connection with the loss of life, personal injury and/or property damage arising from or in connection with the activities performed pursuant to this Agreement by the COUNTY or its contractors, agents or assigns.
- F. MDOT SHA shall reserve the right to limit or deny Salt and/or Aggregate to the COUNTY in order to avoid jeopardizing MDOT SHA's snow remediation operations.
- G. This Agreement shall inure to and be binding upon the parties hereto, their agents, successors and assigns.
- H. This Agreement and the rights and liabilities of the parties hereto shall be determined in accordance with Maryland law and in Maryland courts.
- I. The recitals (WHEREAS clauses) at the beginning of this Agreement are incorporated as substantive provisions of this Agreement.

J. All notices and/or invoices, if to the COUNTY, shall be addressed to:

Worcester County Public Works  
John Tustin; Director  
6113 Timmons Rd.  
Snow Hill, MD 21863  
Phone: 410-632-5623  
Fax: 410-632-1753  
E-mail: [jtustin@co.worcester.md.us](mailto:jtustin@co.worcester.md.us)

And if to MDOT SHA:

Resident Maintenance Engineer  
Maryland State Highway Administration  
Mike Marvel  
5603 Market Street  
Snow Hill, MD 21863  
Phone: 410-677-4010  
Fax: 410-632-0643  
E-mail: [MMarvel@mdot.maryland.gov](mailto:MMarvel@mdot.maryland.gov)

With copies to:

District Engineer, D-1  
State Highway Administration  
James Meredith  
660 West Road  
Salisbury, MD 21801  
Phone: 410-677-4000  
Fax: 410-543-6598  
Email: [JMeredith@mdot.maryland.gov](mailto:JMeredith@mdot.maryland.gov)

And,

MDOT SHA Agreements Team  
Office of Procurement and Contract Management  
State Highway Administration  
707 N. Calvert Street  
Mailstop C-405  
Baltimore, MD 21202  
Phone: (410) 545-5547  
E-mail: [shaagreementsteam@mdot.maryland.gov](mailto:shaagreementsteam@mdot.maryland.gov)

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed by their respective duly authorized officers on the day and year first above written.

**MARYLAND DEPARTMENT OF TRANSPORTATION  
STATE HIGHWAY ADMINISTRATION**

\_\_\_\_\_  
WITNESS

By: \_\_\_\_\_ (SEAL)  
Tim Smith, PE Date  
Deputy Administrator/Chief Engineer  
for Operations

**APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:**

**RECOMMENDED FOR APPROVAL:**

\_\_\_\_\_  
Assistant Attorney General

\_\_\_\_\_  
Jason A. Ridgway, PE  
Deputy Administrator/Chief Engineer  
Planning, Engineering, Real Estate, and  
Environment

\_\_\_\_\_  
William J. Bertrand  
Director  
Office of Finance



**COUNTY COMMISSIONERS OF WORCESTER  
COUNTY, MARYLAND**  
a body corporate and politic

\_\_\_\_\_  
WITNESS

BY: \_\_\_\_\_ (Seal)  
Joseph M. Mitrecic,  
President  
County Commissioners

\_\_\_\_\_  
Date

**APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:**

\_\_\_\_\_  
County Attorney

## APPENDIX A OF THE TITLE VI ASSURANCES

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the Contractor) agrees as follows:

1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, the Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the Contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Recipient or the Federal Highway Administration as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Nondiscrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
  - a. withholding payments to the Contractor under the contract until the Contractor complies; and/or
  - b. cancelling, terminating, or suspending a contract, in whole or in part.

6. Incorporation of Provisions: The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

## APPENDIX E OF THE TITLE VI ASSURANCES

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the Contractor) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

### Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*)



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Worcester County  
DEPARTMENT OF PUBLIC WORKS  
6113 TIMMONS ROAD  
SNOW HILL, MARYLAND 21863

JOHN H. TUSTIN, P.E.  
DIRECTOR

JOHN S. ROSS, P.E.  
DEPUTY DIRECTOR

TEL: 410-632-5623  
FAX: 410-632-1753

MEMORANDUM

**TO:** Harold L. Higgins, Chief Administrative Officer  
**FROM:** John H. Tustin, P.E., Director *[Signature]*  
**DATE:** December 27, 2019  
**SUBJECT:** MOU – Federal Aid Project Guidelines and Working Agreement

DIVISIONS

**MAINTENANCE**  
TEL: 410-632-3766  
FAX: 410-632-1753

**ROADS**  
TEL: 410-632-2244  
FAX: 410-632-0020

**SOLID WASTE**  
TEL: 410-632-3177  
FAX: 410-632-3000

**FLEET  
MANAGEMENT**  
TEL: 410-632-5675  
FAX: 410-632-1753

**WATER AND  
WASTEWATER**  
TEL: 410-641-5251  
FAX: 410-641-5185

Attached is a Memorandum of Understanding (MOU) between the County Commissioners of Worcester County, Maryland and the Maryland Department of Transportation MDSHA the Federal Aid Project Guidelines and Working Agreement which details the standards and process involved, should Worcester County apply and receive Federal Funding, for any bridge designs and replacements in future years.

The County Attorney has had the opportunity to review and edit the document and at this time is ready for approval. I would therefore request the County Commissioners review and execute this proposed MOU as an enabling document.

Should you have any questions in the mean time, please do not hesitate to contact me.

Attachment

cc: Maureen Howarth, County Attorney  
Frank Adkins, Roads Superintendent

la

**MDOT SHA Control No. P01### C-1**

**MASTER MEMORANDUM OF UNDERSTANDING**

**COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND  
and  
MARYLAND DEPARTMENT OF TRANSPORTATION  
MDOT SHA HIGHWAY ADMINISTRATION**

**FEDERAL-AID PROJECT  
GUIDELINES AND WORKING AGREEMENT**

**THIS MASTER MEMORANDUM OF UNDERSTANDING (“MOU”),** executed in duplicate, made effective as of the First (1<sup>st</sup>) day of FEBRUARY 2018, by and between the Maryland Department of Transportation State Highway Administration, acting for and on behalf of, the State of Maryland, hereinafter referred to as “**MDOT SHA**”, and Worcester County, Maryland, a body corporate and politic, hereinafter referred to as the “**Local Public Agency**” or “**LPA**”.

**WHEREAS,** MDOT SHA is responsible for the oversight of and assistance to the LPA for projects financed with Federal funds in accordance with Title 23 U.S.C.; 23 CFR 635.105 which contains regulations (general and permanent rules published in the Federal Register) relating to highways including 2 CFR 200. Regulations based on Civil Rights requirements in Title 49, the Uniform Relocation Assistance and Real Property Policies, the Federal Highway Administration (“**FHWA**”), and other Federal laws and regulations set forth procedures whereby services and facilities of LPA may be utilized on Federally-aided projects and requires that an agreement be executed between MDOT SHA and the LPA setting forth the conditions under which any project would be implemented; MDOT SHA determines if the LPA is able to satisfy the requirements of Title 23 U.S.C. 106(g)(4) and therefore be effective in managing Federally-aided projects; and

**WHEREAS,** the LPA desires to make improvements to roads, bridges, traffic signals, or other highway-related facilities, or to engage in a safety or highway related project, either on and/or off the Federal-aid system of highways; and

**WHEREAS,** the MDOT SHA has accepted the proposal of the LPA and agrees to assist in the administering and partnering with the LPA as outlined in this MOU and in the Supplemental Agreement (“**SA**”) as they are developed for any selected project(s); and

**WHEREAS,** the LPA proposes to utilize Federal funds for eligible project activities and agrees to participate in financing the project if the project costs exceed the amount of the Federal aid; and

**WHEREAS**, the LPA desires to cooperate with the MDOT SHA in carrying out Projects, in accordance with the regulations, policies, and procedures of the FHWA, with the provisions of the MDOT SHA's, USDOT Order 5020.2 dated August 14, 2014 and Stewardship & Oversight Agreement between the MDOT/SHA/FHWA dated May 21, 2015, where applicable.

**NOW, THEREFORE**, be it understood the MDOT SHA and the LPA do hereby agree as follows:

**I. Project Selection**

- A. Projects shall be selected by the LPA in cooperation with the MDOT SHA (hereinafter "**Project**"). Grant Programs may require the LPA to apply for funding that is approved and awarded by a Review Committee. For each Project, the parties will jointly develop a SA, which shall include, when applicable, the following:
1. A Detailed scope and objective(s).
  2. Set milestone targets and schedule.
  3. Indicate compliance with the MDOT SHA's monitoring requirements to include monthly progress or status reports which shall be submitted to the designated Office(s) within the MDOT SHA on or about March 1<sup>st</sup>, June 1<sup>st</sup>, September 1<sup>st</sup>, and December 1<sup>st</sup> of each year until the Project has been closed out.
  4. Outline the Federal and LPA funding amounts and other pertinent financial information.
  5. Establish roles and responsibilities that are tailored to and recognize the LPA's experience and capabilities
  6. Insure timely delivery.
  7. Monthly billing and reimbursement arrangement.
  8. Set forth a timely Project Closeout Date for the LPA to complete all related project closeout activities and reviews.
  9. Set forth a timely Project Agreement End Date (Period of Performance 2 CFR Part 200.309)
  10. The Project Closeout Date and Project Agreement End Date will be determined using the established MDOT SHA project end date procedures.
  11. Outline records and retention requirements
  12. Identifies the LPA's fulltime employee to be in "responsible charge" of the project as defined on the MDOT SHA Development Guide for Local Public Agencies and other Sub-recipients of federal funds.

- B. The LPA Projects must be included in an approved State Transportation Improvement Program (STIP) and, when applicable, an approved Metropolitan Transportation Improvement Program (TIP).
- C. The LPA's pursuant to 23 U.S.C. 106(g)(4) and the MDOT SHA shall be responsible for determining that sub-recipients of Federal funds have adequate project delivery systems for locally administered projects and sufficient accounting controls to properly manage such Federal-aid funds. The MDOT SHA is also responsible for ensuring compliance with reporting and other requirements applicable to grantees making sub-awards, such as monthly reporting requirements under the Federal Funding Accountability and Transparency Act of 2006, PL 109-282 (as amended by PL 110-252).

## **II. Procurement of Consultant Services**

- A. The LPA shall perform preliminary design (PD) and final design (FD) work under Preliminary Engineering (PE), prepare specification, estimates, contract plans, inspections and/or construction management either with their own forces or by utilizing the services of an approved A/E Consultant in accordance with 23 CFR Part 172.
- B. The LPA shall, prior to initiating procurement of a A/E consultant, request the MDOT SHA approval for procuring an A/E consultant, the contract type, the procurement and payment methods to be used based on the estimated cost, and the award of the A/E consultant contract from the MDOT SHA Office of Procurement through the MDOT SHA Office of Finance Federal Aid Programming Division. If the contract type is an open-end (IDIQ), the LPA shall also request approval of their 2<sup>nd</sup> Qualification Based Selection (QBS) in awarding of task orders is in compliance with 23 CFR 172.9 (a)(3).
- C. The LPA will use the Development Guide for LPAs and Other Sub-Recipients of Federal Funds for instructions on the procurement and payment methods, and contract types.
- D. The MDOT SHA may allow the following options for obtaining A/E Consultant Services. Each request will be subject to review, availability of services, LPA's ability to manage process as described in Section I.C.

The LPA Consultant Procurement Options:

- 1. The LPA request use of the MDOT SHA open-end contract (IDIQ).
- 2. The LPA procure a project specific contract via the QBS or small purchases method.
- 3. The LPA procure an IDIQ or project specific contract QBS (see section II.B).

## **III. Preliminary and Final Design**



A. Design Standards:

1. The geometric design standards shall meet FHWA most currently adopted edition of “A Policy on Geometric Design of Highways and Streets” by American Association of State Highway and Transportation Officials (AASHTO), or as modified with the concurrence of (i) the LPA, and the MDOT SHA for projects exempt from FHWA review, and (ii) the LPA, the MDOT SHA, and FHWA for projects not exempt from FHWA review.
2. Bridge design standards shall be consistent with the current edition of AASHTO Load Resistance Factor Design (LRFD) Bridge Design Specifications.
3. Non-highway projects must conform to the currently accepted standards for the type of work being done, such as architectural standards and/or International Building Code (IBC) (current version).
4. Bicycle and pedestrian facilities funded with Federal funding must conform to design standards in the MDOT’s Bicycle Policy & Design Guidelines and Accessibility Guidelines for Pedestrian Facilities along State Highways (current version).
5. All projects must conform to FHWA design standards, specifications and guidelines. Projects within the MDOT SHA right-of-way must conform to the MDOT SHA approved standards where they are more stringent than FHWA requirements as outlined Chapter 9 of the Development Guide for LPA and other Sub-Recipients of Federal Funds. Projects within the Local right of way must meet Local and Federal requirements.
6. The installation of traffic control devices shall meet the warrants and/or guidelines prescribed in the current version of Maryland’s Manual on Uniform Traffic Control Devices and Maryland Supplements.
7. The specific design and dimensions shall be determined from said standards using traffic volumes, terrain, and benefit/cost analysis as warranted. Design exceptions shall be cooperatively reviewed and approved by the MDOT SHA, the LPA, and FHWA, for Projects not exempt from FHWA review.
8. The LPA will comply with the Project Design Standards, Guidelines, Policies and Requirements as outlined in Chapter 9 of the Development Guide for Local Public Agencies and Other Sub-Recipients of Federal Funds.

B. Project Plan Development:

1. Preliminary and final design work may be performed by the LPA, the MDOT SHA, or a A / E consultant (23 CFR Part 172), as agreed to by the LPA and the MDOT SHA (see Section II). PE (preliminary and final design) may be programmed for Federal participation, including surveys, environmental documents, hearings, and permits.
2. LPA will comply with the MDOT SHA approved Book of Standards for Highway & Incidental Structures to develop plans and specifications to the maximum extent practical; and the Standards Specifications for Construction and Materials of the MDOT SHA shall apply unless other MDOT SHA approved specifications are adopted.
3. The appropriate MDOT SHA Office, which may include but not be limited to, the MDOT SHA Office of Highway Development, Office of Traffic and Safety or Office of Structures. The appropriate office will provide technical assistance, guidance and review and approval of the LPA's design documents.

C. Environmental Reviews and Permitting:

1. The preparation, submittal and approval of all environmental permits, clearances and approvals is the responsibility of the local public agencies, except for National Environmental Policy Act (NEPA) clearances and approvals [e.g., Programmatic Categorical Exclusion (PCE), Categorical Exclusion (CE), Finding of No Significant Impact (FONSI), or a Record of Decision (ROD)] specifically required by FHWA to be obtained by the MDOT SHA. Environmental documents must be obtained prior to FHWA authorization of final design funds, right of way funds and construction funds. Permits and other environmental clearances must be obtained prior to submitting PS&E package for advertisement to MDOT SHA.
  - a) LPA must request a NEPA document from the MDOT SHA Environmental Liaison, PCE #1, before initiating any *Preliminary Design* (Preliminary Investigation) activities.
  - b) Generally, the threshold for entering final design is the approval of the NEPA document.
  - c) *Final Design* (Semi-Final, Final, and PS&E) means any design activities following preliminary design that expressly includes the preparation of final construction plans and detailed specifications for the performance of construction work.

- d) FHWA can approve some final design activities during preliminary design if those activities do not materially affect the objective consideration of alternatives or have adverse environmental impacts.
  - e) The execution or modification of the project agreement to authorize final design for design-bid-build projects shall not occur until after the NEPA decision.
  - f) Under no circumstances may any construction related work, such as long lead item procurement or early work packages, proceed prior to a NEPA decision.
2. Portions of the environmental documents may be prepared by the LPA, consultant, or the MDOT SHA, as agreed by the project sponsor and the MDOT SHA. All LPA projects must receive environmental approval through the MDOT SHA's Environmental Planning Division (EPLD) as NEPA approval is not delegated to the LPAs.
  3. The MDOT SHA, through its Environmental Planning Section, shall coordinate with the LPA and may provide technical assistance in the preparation of environmental documents, where required. As staff resources are available, the MDOT SHA may also provide technical assistance for the preparation of environmental documents during the preliminary engineering phase of project development. The LPA must follow the Environmental Coordination and Documentation Process for Local Government projects.
  4. In conformance with the MDOT SHA and/or Federal established procedures, the LPA shall provide the opportunity for, and hold when required, public involvement or hearings for each Federal-aid project. The MDOT SHA shall, if requested and agreed to in the SA, assist in publicizing and conducting hearings.

D. Railroads

1. A railroad certification statement is a standard requirement that applies to all Federal-aid projects, even if railroads are not affected by the project. Sub-recipients are responsible for working with the MDOT SHA's Office of Traffic and Safety's Traffic Development and Support Division (OOTS TDSD) to obtain a railroad certification.
2. The Railroad certification statement should include that either no Railroad coordination is required or that all Railroad work has been completed prior to the project or that the necessary arrangements have been made for all Railroad work to be undertaken and

completed as required for proper coordination with physical construction schedules.

3. The LPA shall contact the Railroad Liaison within the OOTS TDSD when a highway-rail crossing is located within the project or within 500 feet outside the project limits to determine if a highway-rail crossing safety improvement is needed as prescribed in Chapter 7 of the Development Guide for LPA and other Sub-Recipients of Federal Funds.
4. The LPA may only include costs allowable under Title 23 CFR Part 140 Subpart I, and Title 23 Part 646 Subpart B in the total project costs; all other costs associated with railroad work will be at the sole expense of the LPA, or others. The LPA may request the MDOT SHA, in writing and at project expense, provide railroad coordination and negotiations. However, the MDOT SHA is under no obligation to agree to perform said duties.

#### E. Utilities

1. A utility certification is a standard requirement that applies to all Federal-aid projects, even if utilities aren't affected by the project. Sub-recipients are responsible for working with the MDOT SHA's District Utility Liaison to obtain a utility certification.
2. The LPA shall follow the MDOT SHA established Utility Policy and Utility Procedures Manual when impacts occur to privately or publicly-owned utilities. MDOT SHA's Utility Policy, Utility Procedures Manual and applicable forms are available through the MDOT SHA's website at <https://www.roads.maryland.gov/Index.aspx?PageId=869> or the MDOT SHA's District LPA Liaison as included in Chapter 8 of the Development Guide for LPA and other Sub-Recipients of Federal Funds.
3. The Utility certification should include that either no Utility coordination required or that all Utility work has been completed prior to the project or that the necessary arrangements have been made for all Utility work to be undertaken and completed as required for proper coordination with physical construction schedules.
4. The LPA shall provide copies of all required utility documentation (Agreements, MOUs, Utility Permits, Utility Certification, Utility cost, Utility schedule, etc.) for each utility listed in the Utility Statement of the Invitation for Bids (IFB) to the MDOT SHA's District Utility Liaison. Only those utility relocations, which are eligible for reimbursement under State Law and Title 23 CFR 645 Subpart A and B, shall be included in the total project costs; all other

utility relocations shall be at the sole expense of the LPA, or others. The LPA may send a written request to the MDOT SHA, at LPA expense, to arrange for utility relocations/adjustments lying within the LPA jurisdiction. This request must be submitted no later than; (i) twenty-one (21) weeks prior to bid let date or (ii) the time needed to relocate utilities with physical construction schedules, whichever is longer. However, the MDOT SHA is under no obligation to agree to perform said duties.

5. The LPA shall not perform any utility work on the MDOT SHA highway right of way without first receiving written authorization from the MDOT SHA.

F. Rights-of-Way

1. The LPA must select the method of acquisition and reference the specific method in the SA. If any federal funding has been utilized during any portion of the project, federal acquisition requirements must be followed regardless if federal funding is used for right-of-way acquisition activities.

2. If the LPA performs right of way acquisition, the following method would apply:

The LPA shall provide all necessary rights-of-way, in compliance with the conditions governing acquisition of rights-of-way with Federal participation, as set forth in the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended in 1987, Public Law 91-646, 42 U.S.C. Sections 4601-4655 and the enforcement regulations at no expense to the MDOT and in accordance with the LPA's Right-of-Way Manual. The LPA shall, prior to acquiring any rights-of-way, prepare a LPA's Right-of-Way Manual approved by the MDOT SHA and the FHWA, or use the MDOT SHA's Manual.

3. If the LPA requests the MDOT SHA Office of Real Estate to perform some of the right-of-way services, the applicable part(s) of the following should be used:

If the LPA requests, and the MDOT SHA agrees, the MDOT SHA shall provide title, right-of-way plan preparation, right-of-way plat preparation, appraisal, appraisal review, relocation assistance, and negotiation services, at the expense of the LPA. The LPA is responsible for providing all the other services in connection with right-of-way acquisitions at their own expense.

4. If the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended in 1987, and the enforcement regulations to the Act or the Manual, are not complied with, neither the MDOT SHA nor the FHWA will participate in the cost of preliminary and final design engineering, construction, or any other costs of the Project(s).

5. The LPA will coordinate with the MDOT SHA Office of Real Estate for revision of all ROW documentation. The MDOT SHA Office of Real Estate is responsible for issuing a right-of-way certification once all necessary documents are received. For information on the documents needed for submittal, refer to Chapter 6 of the Development Guide for LPAs and Other Sub-Recipients of Federal Funds.

G. Advertisement, Bid and Concurrence in Award

1. The LPA shall submit the Plans, Specifications and Estimate (PS&E) package to the MDOT SHA Office of Finance Federal Aid Programming Division for approval to advertise. Refer to Chapter 10 for process guidance and Appendix F for a PS&E checklist in the Development Guide for LPAs and Other Sub-Recipients of Federal Funds.
2. The LPA shall not advertise the project prior to obtaining written approval of Federal funds. The LPA must advertise the project for competitive bidding and shall award the contract to the lowest responsible and responsive bidder.
3. The LPA must advertise all projects using Maryland Department of General Services website: eMaryland Marketplace.
4. The LPA must conduct a public opening of the sealed bid proposals. The LPA will review and evaluate the bid documents to determine the lowest responsive and responsible bid that conforms to the requirements contained in the Invitation for Bids book and design plans. The LPA must submit a formal request for written concurrence of the bid analysis for the MDOT SHA Concurrence in Award (CIA) approval.
5. The MDOT SHA Office of Construction and the Federal Aid Office shall distribute the CIA letter to the LPA.
6. The LPA must contact the MDOT SHA District Assistant District Engineer of Construction (ADE-C) prior to Notice to Proceed.

**IV. Construction & Construction Management**

- A. All Project work shall be performed in accordance with plans, estimates, and specifications prepared in accordance with Section II and III, above, approved in advance, by the MDOT SHA, if exempt from FHWA oversight, or by the MDOT SHA and FHWA, if the MDOT SHA's exempt status is not applicable.

The LPA shall either perform project work with their own forces in compliance with 23 CFR 635 Subpart B; or advertise, receive bids, and award a contract or contracts for the performance of the work (all Contract Procedures shall comply with the provisions of 23 CFR 635 Subpart A). The LPA forces performing work on a Force Account basis or Agreed Unit Price

shall be acceptable to, and approved in advance, by the MDOT SHA and FHWA.

- B. The MDOT SHA, the LPA or qualified consultant may perform construction management, if obtained in accordance with 23 CFR Part 172 as described in Section II.
- C. The LPA shall provide the MDOT SHA with a project and organizational chart including a person in “responsible charge” (RC) of the administration and construction inspection for the project. This person must be a full-time employee of the sub-recipient’s agency who is accountable for the project per FHWA Memorandum dated August 4, 2011, that is included in Appendix G of the Development Guide for LPAs and Other Sub-Recipients of Federal Funds.
  - 1. The LPA may hire a consultant to oversee the project; however, the RC must be available to respond to any issues on the project and be informed on the day-to-day activities.
  - 2. The LPA’s RC will be the primary contact for the MDOT SHA regarding contract administration issues. The RC is ultimately responsible to ensure the requirements described in this manual are followed and documented as a stipulated condition for receiving the Federal Aid associated with the project.
- D. The MDOT SHA ADE-C are responsible for construction oversight. The MDOT SHA ADE-C will establish the oversight expectations for each project located within their District. The ADE-C will assign various field managers who will be authorized as the MDOT SHA construction compliance reviewers. These individuals will serve as the MDOT SHA representatives to the subrecipients regarding compliance reviews, technical questions, guidance, and other information during the project.

## V. Inspection

- A. The LPA’s project is subject to inspections by representatives of the MDOT SHA and of the FHWA. The LPA shall complete the inspection processes in accordance with the procedure as outlined in Chapter 11 of the MDOT SHA Development Guide for LPAs and Other Sub-Recipients of Federal Funds.
- B. The LPA and/or consultant employed by LPA must maintain good records, such as measured field quantities for payment; work activities on the Inspectors Daily Reports (IDRs); certifications of material quality; field diaries as a general project record; environmental permits and commitments; and other documentation to show observance with other Federal, State, and local requirements in the contract.

- C. The LPA must supply adequate construction inspection staff during all construction activities. The RC and/or designated on-site consultant assigned to inspect the project are required to have and maintain proper experience, training, certifications and knowledge throughout the duration of the project to ensure all requirements are met.
  - 1. The number and qualifications of the inspection forces shall be determined in accordance with standards generally applied on other comparable MDOT SHA contracts.
  - 2. The LPA may supply the inspection forces by assigning its own personnel, by utilizing the services of a consultant acceptable to the MDOT SHA under 23 CFR Part 172 as described in Section II, or by utilizing available MDOT SHA personnel. The MDOT SHA, at the request and expense of the LPA, shall provide its construction inspection forces, if available.
- D. The MDOT SHA District Construction Office, Office of Construction (OOC), OOC Safety Inspectors, OEO Compliance Officer, Office of Environmental Design and/or Highway Hydraulics Division will provide technical support and guidance for compliance documentation.
- E. The LPA will develop a punch list after the semi-final inspection and track completion of remaining items till closeout. The LPA will schedule a project final inspection meeting/walk through and invite all key project personnel (to include SHA District staff, Program Manager and FHWA Area Engineer). The MDOT SHA ADE-C staff must participate in the project final inspection meeting/walk through and the MDOT SHA must approve project acceptance according to the 2015 Stewardship and Oversight Agreement. The MDOT SHA District Construction staff is available for technical support or guidance.
- F. The LPA will send a letter to notify the contractor of the Final Acceptance and the MDOT SHA and FHWA should be carbon copied. A project closeout audit is required by the District Contract Finals personnel prior to processing of final reimbursement and contract closeout.

## VI. Material Testing

- A. The LPA must have all materials sampled, tested and inspected to comply with the details published in the specifications at the time of the advertisement award request in accordance with the procedure as outlined in Chapter 11 of the MDOT SHA Development Guide for LPAs and Other Sub-Recipients of Federal Funds.
- B. The AASHTO certified testing laboratory of the LPA or of the MDOT SHA shall be incorporated in the work only after the materials have been approved and accepted by the MDOT SHA.



1. The LPA must contact the MDOT SHA's Office of Materials Technology (OMT) prior to executing the project to determine materials testing requirements and associated expenses.
  2. The MDOT SHA will provide general requirements and an associated cost estimate to the LPA for concurrence.
  3. The MDOT SHA shall accept all materials meeting SHA's Standard Specification for Construction and Materials. The LPAs must follow all current policies, procedures and directives of the MDOT SHA for material testing, clearance and acceptance and in accordance with State Quality Assurance (QA) Processes Manual (<http://roads.maryland.gov/Index.aspx?PageId=284>).
- C. The LPAs and the MDOT SHA must appoint RC persons for each project.
  - D. The LPA's contractor must submit a Source of Supply (SOS) listing for all items used on the project, which identifies the manufacturer and supplier for each material for the MDOT SHA's OMT review and approval.
  - E. The LPA shall submit regular material clearance reports to OMT. Refer to the Materials Clearance Report and Materials Approval Status Report in Appendix G and Chapter 11 of the Development Guide for Local Public Agencies and Other Sub-Recipients of Federal Funds. OMT will issue a Materials Clearance letter when all material issues are resolved.

**VII. Changes and Additional Work**

- A. The LPA must submit any contract changes to the MDOT SHA Program Manager or RC and the MDOT SHA ADE-C for review and approval. All changes to the project must be accepted and approved in advanced by the MDOT SHA (if Exempt from FHWA oversight) or be acceptable and approved in advance by the MDOT SHA and FHWA (if non-Exempt from FHWA oversight).
- B. The cost of any change or additional work that has not been approved by the MDOT SHA or by the MDOT SHA and FHWA shall be borne solely by the LPA.
- C. The LPA will submit a request in accordance with the procedure as outlined in the MDOT SHA Development Guide for LPAs and Other Sub-Recipients of Federal Funds. The MDOT SHA District Office of Construction and Office of Construction's Engineering Support Section will review and provide approval of the package for distribution to the LPA.

**VIII. Maintenance of Traffic Operation**

- A. The LPA shall install all necessary traffic control devices. All signs, signals, and markings shall conform to the Maryland's Manual on Uniform Traffic Control Devices for Streets and Highways. The LPA is responsible

for the operation and maintenance of all traffic control devices as detailed in Chapter 11 of the MDOT SHA Development Guide for LPAs and Other Sub-Recipients of Federal Funds.

- B. The LPA shall ensure the contractor has a designated Traffic Control Manager with current certifications, to be on site anytime the project requires disruption to the normal flow of traffic and perform Traffic Control Quality Assurance inspections as necessary. The LPA shall document daily Maintenance of Traffic set-ups on the IDRs.
- C. The MDOT SHA District Traffic Office is available for technical support and guidance.

#### **IX Maintenance of Project Improvements**

- A. Upon completion of the project, the LPA having jurisdiction will maintain and operate the project at its own cost and expense, and in a manner satisfactory to the MDOT SHA and the FHWA. Where unsatisfactory maintenance has been identified by the MDOT SHA or FHWA and brought to the attention of the LPA in writing, immediate corrective action shall be taken by the LPA at its sole expense.
- B. If the LPA fails to fulfill its responsibilities under this Section, it shall be disqualified from receiving Federal aid for future projects for which it will have maintenance responsibility. Federal funds may be withheld from future LPA projects until the infrastructure is properly functioning, or until deficiencies in regulations have been corrected, or until project improvements have been brought to a condition of maintenance to the satisfaction of the MDOT SHA and FHWA.

#### **X Fund Reimbursement - General**

- A. The amount of funds available for the local bridge program will be determined annually by the MDOT SHA.
- B. The MDOT SHA federal funds may be used for all phases of a project, including but not limited to, PE (preliminary and final design), right of way, utility relocation, and construction. The funding use shall be consistent with the applicable program requirements, laws and policies of the MDOT SHA and FHWA. The LPA shall be subject to audits for expenditure of the MDOT SHA funds.
- C. The MDOT SHA and the LPA shall enter into a Supplemental Project Agreement (“SA”) to funding reimbursement projects. SAs shall describe the projects and assign specific responsibilities in matters of project financing. The procedure for invoice submittal, review and processing varies based on the LPA; therefore, the details and timeframes of each are determined by the project schedule, unless otherwise amended by the parties.

- D. Funding reimbursements shall be requested by the LPA on, at minimum, a quarterly basis and will be paid on a reimbursement basis up to the maximum amount specified in the approved SA.

**XI. Funding Reimbursements - SHA Services for LPA Project**

- A. If the LPA requests MDOT SHA services (design, material testing, inspection, etc.) a SA shall be entered to document requested services and agreed upon cost for the services. Payment method for all MDOT SHA expenses incurred will be determined in the SA.
- B. Reimbursement shall cover direct salary costs of personnel assigned to the Project, (which includes the appropriate payroll additives); all non-salary direct costs, including, but not limited to, payments to contractors or consulting engineers, travel, supplies, equipment utilization, plus the prevailing MDOT SHA and general overhead rate as applied to direct costs.
- C. If for any reason the LPA fails to pay any portion of said Project(s) costs, MDOT SHA is hereby authorized to deduct such costs from the LPA's share of applicable Federal Aid funds and/or MDOT SHA Highway User Revenue.

**XII. Funding Reimbursements - Eligible Project Costs**

- A. The LPA shall be reimbursed for all eligible Project costs to the extent of the amount stipulated in the approved SA. Reimbursement shall be made through the MDOT SHA on a monthly or quarterly basis.
- B. The LPA shall bill the MDOT SHA for federal aid project costs incurred in conformity with applicable federal and state laws. Expenditures by the LPA for maintenance, general administration, supervision, and other overhead shall not be eligible for federal participation unless a current indirect cost plan has been prepared in accordance with the regulations outlined in 2 CFR Part 200 - Uniform Admin Requirements, Cost Principles and Audit Requirements for Federal Awards, and retained for audit.
- C. Final reimbursement shall be made to the LPA upon the acceptance of the Project by the SHA after a satisfactory checklist of the LPA's records has been performed.
- D. The LPA shall maintain, in readily accessible files, all project records in support of all costs incurred and actual expenditures in accordance with local government accounting procedures prescribed by the Maryland State Auditor's Office, the U.S. Department of Transportation, and the MDOT SHA. The records shall be open to inspection by the State and Federal Government at all reasonable times and shall be retained and made available for such inspection for a period of not less than five years from the financial closure of the project to FHWA. Copies of said records shall be furnished to the State and/or Federal Government upon request.

- E. The LPA is not prevented from pooling their funds with other LPA or transportation jurisdictions in order to accomplish one or more transportation projects as long as they meet the federal, state and program policies.
- F. If the LPA makes a written request for the cancellation of a Federal-aid project, the LPA shall bear one hundred (100) percent of all costs as of the date of cancellation. If MDOT SHA was the sole cause of the cancellation, MDOT SHA shall bear one hundred (100) percent of all costs incurred. If it is determined the project was cancelled due to a third party or circumstances beyond the control of MDOT SHA or the LPA, then no further charges may be incurred to the project once work has been terminated. Repayment for completed work will not be required by the LPA.
- G. The requirements of MDOT SHA as required in the 2 CFR part 200.501 "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, issue December 26, 2014, and the Federal Single Audit Act must be followed by those LPA receiving \$750,000 or more in Federal funds. The Single Audit Act of 1984, PL 98 502 as amended by PL 104 156, described in "Office of Management and Budget Circular A 133" requires LPA to obtain an audit that includes internal controls and compliance with Federal laws and regulations of all Federally funded programs in which the LPA participates. The cost of this audit can be partially prorated to the Federal program.
- H. If right of way acquisition, or actual construction of the improvement for which PE is undertaken is not started by the close of the tenth fiscal year, following the fiscal year in which preliminary design phase was authorized, the LPA will repay to the State the sum or sums of federal funds paid to the LPA under the terms of this agreement per the PE 10-year rule.
- I. The LPA stipulates, as a condition to payment of the Federal funds obligated, it accepts and comply with the provisions set forth in 23 CFR 630.112. These provisions incorporate by reference all other federal laws and regulations pertaining to the project or the activity for which the funds are obligated. Solely for the purposes of emphasis, such applicable provisions include, but are not limited to, the requirements of Appendix A to 2 CFR Part 170-Award terms for Reporting subaward and executive compensation information, and 2 CFR 200, including for those funds for which such amount will be sub awarded to a sub recipient, 2 CFR 200.331.3
- J. Any costs incurred after the Project Agreement End Date are NOT eligible for federal reimbursement. All eligible costs incurred prior to the Project Agreement End Date must be submitted for reimbursement within 90 days after the Project Agreement End Date or they become ineligible for federal reimbursement.

- K. The procedure for invoice submittal, review and processing varies depending on the LPA and funding program; therefore, the details and timeframes of each are defined in the SA. Additional general information can be found in the Development Guide for LPAs and Other Sub-Recipients of Federal Funds.

### **XIII. Indemnity**

The LPA shall save the MDOT SHA and the State of Maryland harmless from all liability adjudged in any law or equity suit for or on account of Project work undertaken by the LPA, and from all liability whatever, either directly or indirectly.

### **XIV. Nondiscrimination**

All parties to this MOU shall comply with the requirements of APPENDIX A through APPENDIX E of SHA's Standard Title VI/Non-Discrimination Assurances DOT Order No. 1050.2A which generally set forth non-discriminatory regulations and other civil rights related regulations. APPENDIX A through APPENDIX E are attached hereto and incorporated herein as substantive parts of this document.

### **XV. General**

- A. This MOU supersedes the previous Federal-Aid AGREEMENT between parties dated August 1, 1978.
- B. This MOU shall inure to and be binding upon the parties and their successors and assigns.
- C. This MOU does not and is not intended to create any rights or benefits for any third party. No third party shall have any legally enforceable rights or benefits under this MOU.
- D. Any amendment to the MOU must first be approved in writing by all the parties signing the MOU, subject to any additional approval required by Maryland law.
- E. This MOU shall be construed, interpreted, and enforced according to the laws of the State of Maryland and in Maryland courts.
- F. The parties hereby warrant and affirm that the persons executing this MOU are authorized and empowered to act on behalf of their respective party.
- G. The WHEREAS clauses are incorporated herein as a substantive part of this MOU.
- H. Contacts:

For the LPA:

John H. Tustin P.E.  
Director, Worcester County DPW  
Worcester County  
6113 Timmons Rd.

Snow Hill, MD 21863  
410-632-5623  
jtustin@co.worcester.md.us

For MDOT SHA:

William J. Bertrand  
Director, Office of Finance  
MDOT SHA  
707 N. Calvert Street, MS C-505  
Baltimore, MD 21202  
Phone: 410-545-5530  
Email: [bbertrand@sha.state.md.us](mailto:bbertrand@sha.state.md.us)

with a copy to:

Agreements Division  
MDOT SHA  
Office of Procurement and Contract Management  
707 N. Calvert Street, MS C-405  
Baltimore, MD 21202  
Phone: 410-545-5547  
Fax: 410-209-5025  
Email: [SHAdeals@sha.state.md.us](mailto:SHAdeals@sha.state.md.us)

IN WITNESS WHEREOF, the parties hereto have caused this MOU to be executed by their respective duly authorized officers.

**MARYLAND DEPARTMENT OF TRANSPORTATION  
STATE HIGHWAY ADMINISTRATION**

\_\_\_\_\_  
WITNESS

BY: \_\_\_\_\_ (SEAL)

Jason A. Ridgway, P.E.                      Date  
Deputy Administrator/Chief Engineer for  
Planning, Engineering, Real Estate, and  
Environment

**APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:**

**RECOMMENDED FOR APPROVAL**

\_\_\_\_\_  
Assistant Attorney General

\_\_\_\_\_  
Tim Smith, P.E.  
Deputy Administrator/Chief Engineer  
for Operations

\_\_\_\_\_  
Lisa B. Conners  
Deputy Administrator for Administration

\_\_\_\_\_  
William J. Bertrand  
Director  
Office of Finance

**COUNTY COMMISSIONERS OF  
WORCESTER COUNTY, MARYLAND**

\_\_\_\_\_  
WITNESS

BY: \_\_\_\_\_(SEAL)  
Joseph M. Mitrecic                      Date  
President

**APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:**

\*(Subject to execution by the duly authorized County  
Administrative Official and County Council, if indicated)

\_\_\_\_\_  
County Attorney

\*Approval of Form and Legal Sufficiency does not convey  
approval or disapproval of the substantive nature of this  
transaction. Approval is based upon typeset document.  
All modifications require re-approval.

**RECOMMENDED FOR APPROVAL**

\_\_\_\_\_  
John H. Tustin, P.E.  
Agency, Worcester County Public Works

\_\_\_\_\_  
Keith Dorsey, Director  
Office Budget and Finance

**MARYLAND STATE HIGHWAY ADMINISTRATION**

**MDOT SHA**  
Federal Aid to Local Public Agencies



<Insert DOT Order No.  
1050.2A as provided by FHWA)

**MARYLAND DEPARTMENT OF TRANSPORTATION  
STATE HIGHWAY ADMINISTRATION  
APPENDIX A OF THE TITLE VI ASSURANCES**

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the Contractor) agrees as follows:

1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, the Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the Contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Recipient or the Federal Highway Administration as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Nondiscrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
  - a. withholding payments to the Contractor under the contract until the Contractor complies; and/or
  - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration may direct as a means of enforcing

such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

**MARYLAND DEPARTMENT OF TRANSPORTATION  
STATE HIGHWAY ADMINISTRATION  
APPENDIX E OF THE TITLE VI ASSURANCES**

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the Contractor) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

**Pertinent Non-Discrimination Authorities:**

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

December 5, 2019

The Honorable Joseph M. Mitrecic  
Worcester County Government  
1 W. Market Street, # 1103  
Snow Hill MD 21863



31

FYI

Dear Commissioner Mitrecic:

With the October 1, 2020 federal REAL ID deadline less than a year away, the Maryland Department of Transportation Motor Vehicle Administration (MDOT MVA) remains focused on ensuring all Marylanders are educated about and prepared for REAL ID. We are pleased to provide you with information on how MDOT MVA can assist you and your constituents through this process.

The federal REAL ID Act was passed by Congress after the September 11, 2001, terrorist attacks to create security standards for driver's licenses and identification (ID) cards nationwide. As of October 1, 2020, Marylanders must have documents on file and a REAL ID compliant driver's license or ID card with the REAL ID star in the upper right-hand corner in to use their driver's license or ID card to board an aircraft or access federal facilities. The REAL ID document requirements include: a government-issued birth certificate or U.S. Passport, proof of social security, and two documents proving a Maryland home address.

The MDOT MVA is directly contacting all customers over time to let them know what actions, if any, need to be taken to make their license or ID REAL ID compliant, but customers don't have to wait to hear from us to act. Marylanders can check their REAL ID status online by entering a driver's license or ID card number into the REAL ID Lookup Tool at <https://realid.mva.maryland.gov>. If required to bring in documents, customers should visit [www.mva.maryland.gov/odg](http://www.mva.maryland.gov/odg) to guide them in identifying the needed documents and schedule an appointment. With an appointment, customers are guaranteed to be seen within 15 minutes of that scheduled time.

To learn more about REAL ID and help communicate REAL ID to your residents, visit our REAL ID toolkit with fact sheets, educational videos, and more at [www.mva.maryland.gov/realid/real-id-toolkit.htm](http://www.mva.maryland.gov/realid/real-id-toolkit.htm). Look for the link "For Maryland Counties" to get sample social media messages and graphics for your own social media accounts.

We are making great progress, and we are continuing to look for ways to make meeting the federal REAL ID requirements as accessible and efficient as possible for our customers. Since January we have served more than 548,000 customers with appointments, and over 57 percent of eligible Marylanders, or 2.6 million residents, are now REAL ID compliant.

The Honorable Joseph M. Mitrecic  
Page Two

In addition to ongoing communication via direct mail, we continue to provide our customers one-on-one access to answers about REAL ID through outreach at community events. If you would like an MDOT MVA REAL ID Ambassador at a community event in your county, please let me know. Our REAL ID community calendar can be found at <http://www.mva.maryland.gov/realid/realid-outreach-calendar.htm>. I hope this information will be helpful for you and your constituents.

If you have any additional questions, please contact Ms. Ellie Simmons, MDOT MVA Manager of Legislative Services and Policy Development, at 410-768-7205 or [esimmons2@mdot.maryland.gov](mailto:esimmons2@mdot.maryland.gov) or you can reach me at 410-787-7830 or [cnizer@mdot.maryland.gov](mailto:cnizer@mdot.maryland.gov). Ms. Simmons and I will be happy to assist you.

Sincerely,



Christine Nizer  
Administrator

cc: Ms. Ellie Simmons, Manager, Legislative Services and Policy Development, MDOT MVA



# REAL ID **Milestones**



## Worcester County

52.7%

*of Worcester County residents are Real ID compliant - they have their documents on file and the Real ID license/ID.*

57%

*of all Marylanders are Real ID compliant.*

801

*appointments are available each week at the Salisbury branch office - the most convenient branch to Worcester County residents. All appointments are guaranteed to be seen in 15 minutes.*

*\*Snapshot as of December 2019*



32

**Worcester County**  
Department of Environmental Programs

Memorandum

**To:** Harold L. Higgins, Chief Administrative Officer

**From:** Robert J. Mitchell, LEHS   
Director, Environmental Programs

**Subject:** Status Update  
Lewis Road Sewer Extension Project

**Date:** December 27, 2019

As requested, I am providing this status update on the Lewis Road Sewer Extension Project. I did consult with Mr. John Ross for assistance in preparing this summary. This project was scoped to realize the connection of the Lewis Road community to public sewer at the Landings WWTP, where the residents have wastewater capacity reserved for existing uses on the subject properties. The community has already been connected to public water in a prior effort.

To review, the County Commissioners authorized the Department of Public Works (DPW) to contract out and prepare a Preliminary Engineering Report (PER) for the potential connection project and that report was reviewed with the County Commissioners at their meeting on January 16, 2018. At that meeting, staff requested that the Commissioners approve the report and allow staff to move forward with investigating funding for the project. Approval was given to proceed with investigation of funding for Alternative I, which was the installation of a gravity sewer system and central grinder pump station.

An application for Capital Project Funding, which was started by staff in late 2017, was submitted by DPW to the Maryland Water Quality Financing Administration (WQFA) in late January 2018. We were notified in June of 2018 that our ranking did not qualify for funding under this very competitive program.

In May of 2018, an additional inquiry was prepared and sent by the Department of Environmental Programs (DEP) to the Maryland Department of the Environment (MDE) for a Priority Funding Area (PFA) exemption to utilize local funding through annual Bay Restoration Fund (BRF) grants for a portion of this project. The exemption is needed as most of the project area is not within a

**Citizens and Government Working Together**



PFA. The Maryland Smart Growth Coordinating Committee, which is made up of staff from state agencies, must issue a PFA exemption for counties to utilize WQFA or local BRF funding for sewer connections. State staff have continued to insist that the area residents sign an agreement verifying that they understand they can only receive one (1) EDU per parcel in the sanitary area as a condition for this exemption. This is to assure that the funding received would not be utilized to support new growth. A sanitary survey of ground-level conditions that accompanies a local health letter for the community which details the actual limits of capacity for the sanitary area may alternatively satisfy this requirement.

After submittal of the initial PER to USDA-Rural Development for their review, comments were generated that DPW and county staff addressed and the PER was resubmitted. USDA indicated that loan and potential grant funding can be committed to this project and that we should move forward with the accompanying Environmental Report prepared to identify any potential environmental impacts generated by the proposed project. The County Commissioners approved \$6,500 at their meeting on January 2, 2019 to complete this report for submittal to USDA so their funding package for this project can be finalized. This report was completed in March of 2019 and submitted to USDA.

Unfortunately, USDA has lost significant staff at the regional office servicing this area and the engineering position that reviews and approves our report was not filled due to an internal retirement. The position was not filled until the fall of this year. We received word via email in late December that USDA wants us to submit the funding application through the new RD apply web-based platform. This should conclude our work with this agency and allow the county to finally receive our offer letter on loan and grant funding. We expect this offer to come within 30-60 days.

While the offer letter will include a very low interest loan package, the amount of grant funding is still unknown at this point. Uncertainty in the amount of grant funding offered could severely hamper this project as this community cannot shoulder a significant portion of the construction costs.

We do have a recent Maryland funding development that may help in this regard. The WQFA has re-tooled their Capital Project Funding program with an entirely new scoring program. This was in response to heavy lobbying to make the process a fairer one, especially for projects that don't involve the largest plants from the largest jurisdictions in the state. This helps the rural counties immensely. Where we previously could only submit under a health or nutrient reduction track for scoring, we can now combine both of these scores in our application. We can also tack on additional points for projects listed in goals and actions under the Coastal Bays Comprehensive Conservation and Management Plan (CCMP). This project is a nutrient action category listed within the CCMP. This was a complimentary scoring opportunity offered the county so we could have some semblance of parity for Coastal Bays restoration to similar scoring offered Chesapeake Bay watershed applicants. In conversations with the WQFA director, he has detailed that they have re-run previous projects that were not funded and have seen the new matrix put those applications into grant funding contention. He has also offered to assist us in scoring our project and working with us in maximizing our potential for a high ranking with our application. They will have \$50MM available in 2020 and the all the large wastewater plants are completed.

### **Citizens and Government Working Together**

To conclude, due to the uncertainty on the amount of funding we are expected to receive from USDA in this upcoming offer, the following course of action is recommended:

1. Work with USDA to resolve any outstanding questions and conclude the application process to receive our funding offer. Examine this offer and detail what the cost to residents would be for USDA funding if this were the only funding and discuss with the County Commissioners.
2. On a parallel tract, submit the project to WQFA to see what funding could be realized from MDE. These applications are due in January 2020 and results are announced in May-June 2020.
3. If grant funding is realized from both sources, recalculate the costs to the community and discuss with the County Commissioners.
4. If additional grant funding is still needed to make this project affordable to the local community, we can explore utilizing local BRF funding, if available.

If you have any questions or need additional information please let me know.

cc: Water and Sewer Committee

Environmental Programs Director Bob Mitchell and Public Works Deputy Director John Ross provided a status update on the Lewis Road Sewer Extension Project to connect this community to The Landings Wastewater Treatment Plant (WWTP), which has wastewater capacity reserved for existing uses on the subject properties. Mr. Mitchell reviewed the history of the project, noting that on January 16, 2018 the Commissioners reviewed a Preliminary Engineering Report (PER) for the potential connection project and authorized staff to begin investigating funding options for Alternative I to install a gravity sewer system and central pump station. Then in May 2018, Environmental Programs requested approval from the Maryland Department of the Environment (MDE) for a Priority Funding Area (PFA) exemption to utilize funds from the Bay Restoration Fund (BRF) for a portion of the project, and County staff are currently working to address State concerns. In June 2018, the Maryland Water Quality Financing Administration informed Public Works that the County's ranking did not qualify for funding under this very competitive program. Mr. Mitchell stated that, even if the County is awarded PFA exemption status, the available funding from the BRF will not be enough to cover all project costs. He further advised that additional low interest loan and grant funding may be available to fund the remaining project costs through the United States Department of Agriculture (USDA) Rural Development program; however, the USDA requires a full engineering report from the County to identify any potential environmental impacts that may be generated by the proposed project. He stated the engineering firm that prepared the PER report proposes to prepare the full report at a cost of \$6,500. Mr. Mitchell concluded that once project funding has been identified, staff will present all project costs and repayment options available to those residing in the Lewis Road project area within The Landings Sanitary Service Area (SSA) for the Commissioners' consideration at that time.

In response to a question by Commissioner Bertino, Mr. Ross advised that funds for the engineering report would come from The Landings SSA, though project funding is not available from the source. Chief Administrative Officer Harold Higgins advised that, while long-term funding is being secured, project costs could initially be covered by a low interest loan from the County's Fund Balance to be reimbursed in the future.

Following some discussion and upon a motion by Commissioner Bertino, the Commissioners unanimously approved funding of \$6,500 to complete the engineering report to submit to the USDA for funding consideration.

The Commissioners met with Mr. Ross to review the proposed Lewis Road Sewer Extension Project Preliminary Engineering Report, which includes three alternatives as follows: Alternative I - gravity collection system at a project cost of \$1,604,583, an annual cost of \$9,152, and present worth of \$1,769,305; Alternative II - pressure sewer system using grinder pumps and small diameter force main at a project cost of \$947,709, annual cost of \$19,380, and present worth of \$1,315,579; and Alternative III - a hybrid system between Alternatives I and II using a gravity sewer system but serving properties on the ends with grinder pumps to reduce pipeline depth at a project cost of \$1,272,699, annual cost of \$12,114, and present worth of \$1,555,384. The report also addresses non-monetary issues, such as system reliability and long-term operational concerns. Given these issues, Mr. Ross recommended Alternative I, noting that though it is the most expensive option, it provides the most reliable system, while minimizing annual maintenance costs, as there would be no grinder pumps to replace every five to seven years. Furthermore, he stated that the County may qualify for grant and loan funding through the USDA for the project costs, as it had for the project recently completed in Newark, while no funding would be available for ongoing maintenance.

Upon a motion by Commissioner Bertino, the Commissioners unanimously accepted the report and authorized staff to investigate potential funding sources for Alternative I to extend sewer service to Lewis Road.



**Worcester County**  
**DEPARTMENT OF PUBLIC WORKS**  
 6113 TIMMONS ROAD  
 SNOW HILL, MARYLAND 21863

**REC-10**  
 JAN 10 2018  
 Worcester County Admin

**JOHN H. TUSTIN, P.E.**  
 DIRECTOR

**MEMORANDUM**

**JOHN S. ROSS, P.E.**  
 DEPUTY DIRECTOR

TEL: 410-632-5623  
 FAX: 410-632-1753

**TO: Harold L. Higgins, Chief Administrative Officer**  
**FROM: John S. Ross, P.E., Deputy Director**  
**DATE: January 10, 2018**  
**SUBJECT: Lewis Road Preliminary Engineering Report**

**DIVISIONS**

Attached is the Preliminary Engineering Report for extending sewer service to the Lewis Road Area. The three options examined for service to Lewis Road are as follows:

**MAINTENANCE**  
 TEL: 410-632-3766  
 FAX: 410-632-1753

- Alternative I - Gravity Collection System and Pump Station
- Alternative II - Pressure Sewer system using Grinder Pumps and small diameter force main
- Alternative III - A hybrid system between Alternatives I and II using a gravity sewer system but serving properties on the ends with Grinder Pumps to reduce pipeline depth.

**R'**  
 TEL: 410-632-2244  
 FAX: 410-632-0020

The following summarizes financial concerns:

**SOLID WASTE**  
 TEL: 410-632-3177  
 FAX: 410-632-3000

Alternative	Project Cost	Annual cost	Present Worth
I	\$1,604,583	\$9,152	\$1,769,305
II	\$947,709	\$19,380	\$1,315,579
III	\$1,272,699	\$12,114	\$1,555,384

**FLEET MANAGEMENT**  
 TEL: 410-632-5675  
 FAX: 410-632-1753

Finally, the report discusses non-monetary issues such as system reliability and long term operational concerns. Given these issues, it is recommended that the construction be of Alternative I, gravity sewer and central pump station. Although this is the most expensive option, it provides the most reliable system while minimizing annual maintenance costs.

**WATER AND WASTEWATER**  
 TEL: 410-641-5251  
 FAX: 410-641-5185

We are requesting the County Commissioners approve the report and allow staff to move forward with investigating potential funding sources for the project. If you have any questions, please contact me.

Attachment

cc: John H. Tustin, P. E., Director  
 Jessica Wilson, CPA, Enterprise Fund Controller



WORCESTER COUNTY, MARYLAND  
LEWIS ROAD SEWER EXTENSION

**PRELIMINARY ENGINEERING REPORT**



Prepared by:

**DAVIS, BOWEN & FRIEDEL, INC.**

601 East Main Street

Suite 100

Salisbury, MD 21804

(410) 543-9091

NOVEMBER 2017

**WORCESTER COUNTY PUBLIC WORKS**

**LEWIS ROAD SEWER EXTENSION  
PRELIMINARY ENGINEERING REPORT**

**DBF #0085B036.A01**

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ABBREVIATIONS

A	Annuity
AWWA	American Water Works Association
EDU	Equivalent Dwelling Unit
EPA	Environmental Protection Agency
F	Future Value
gpm	Gallons Per Minute
HUD	Housing and Urban Development
i	Interest Rate
MDE	Maryland Department of the Environment
n	Term (in years)
NOI	Notice of Intent
O&M	Operations and Maintenance
PER	Preliminary Engineering Report
PW	Present Worth
Rd.	Road
ROW	Right of Way
SHA	State Highway Administration
USDA-RUS	United States Department of Agriculture - Rural Utilities Service
VFD	Variable Frequency Drive
WWTP	Wastewater Treatment Plant

1. PROJECT PLANNING

The preliminary engineering report has been contracted by the Worcester County Public Works Department for the Lewis Road Sewer Extension. The study site is located east of Berlin, Worcester County, Maryland. The study will provide information, analyze alternatives, and propose a course of action for the necessary sewer improvements for the Lewis Road area. The report was composed according to Interagency Memorandum dated January 16, 2013 from the United States Department of Agriculture (USDA-RUS), Environmental Protection Agency (EPA), Department of Housing and Urban Development (HUD), and Indian Health Service contributors.

a. Location

The Lewis Road site is located in northeastern Worcester County, Maryland, east of Berlin near the intersection of Stephen Decatur Highway (State Route 611) and Assateague Road (State Route 376). The site extends northwest by approximately 1.25 miles. See Figures 2-1, 2-2, and 2-3 at the end of Section 2 for maps showing the vicinity, location, and planning area.

b. Environmental Resources Present

An Environment Report will be completed for the proposed site pursuant to USDA-RUS Bulletin 1794A-602. During the completion of the Environment Report, local, state, and federal agencies will be contacted to identify any potential environmental impacts generated by the proposed project.

The project will be located within Worcester County Right of Ways (ROW), easements previously obtained by Worcester County, or property to be purchased by the County.

The area is currently served by individual septic systems that serve each individual parcel to which the system was installed.

The goal of the proposed project is to eliminate sources of groundwater contamination by removing individual septic systems from parcels along Lewis Road. The septic systems are failing due to age, soils, and high-water tables increasing the contamination within the surficial aquifer.

c. Population Trends

The West Ocean City area is the nearest population center to Lewis Road, for which data is available. The population data obtained from the 2010 census provide adequate information to project population for the 20-year planning period by utilizing the growth projection from the Maryland Department of Planning. The data is listed in the table below.

Table 1.1: West Ocean City Projections, 2000 to 2040

Year	2000	2010	2020	2030	2040
Population	3,311	4,375	4,404	4,482	4,537

Source: Maryland Department of Planning Historical and Projected Population for Maryland Jurisdictions – Annualized Growth Rates August 2017 (Appendix A)

The 2010 census data is shown in Appendix A for the West Ocean City area as it is the closest designated census data point to the Lewis Road area. Lewis Road is outside of the incorporated limits of the West Ocean City and has a Berlin 21811 zip code.

d. Community Engagement

Prior to authorization of the PER, the County Commissioners held a community meeting to discuss the possible construction of a public sewer system on Lewis Road. The community members were provided information on the scope of the study and the potential fees associated with the study. Preliminary estimates were provided for the possible preliminary cost of the construction for the public sewer collection system. After the presentation, the community consensus was to proceed with the preliminary engineering study to determine feasibility.

Once the PER is completed, another public meeting will be held with the with the County Commissioners regarding the proposed project. Representatives from the Worcester County Department of Public Works and Davis, Bowen, & Friedel, Inc., would be present to answer questions and concerns from property owners. The four alternatives discussed in the following report will be discussed, including; the construction of a gravity sewer system, with a centralized pump station; installation of individual simplex grinder stations for each residential/commercial parcel with a small diameter forcemain; a combination of gravity sewer and grinder pumps connected to a centralized pump station; and a no action alternative. Cost estimates and projected layouts would be made available for each option.

2. EXISTING FACILITIES

a. Location Map

The Lewis Road sewer service area is located at the junction of Lewis Road (Rd.) and Stephen Decatur Highway (State Route 611), and follows Lewis Rd. approximately 7000 feet north. The area hosts 44 properties, of which 30 are currently occupied and 36 are currently being served with water service. The area serves a fire station, church, restaurant, and residential properties. The locations of the existing facilities are mapped in Figure 2-1, 2-2 and 2-3.

b. History

Wastewater disposal on Lewis Road is currently provided by private septic systems. The septic systems are of various ages as many are original to the homes they serve. The oldest structures in the area are believed to be from the 1920's. Many of the existing septic systems are failing or are highly susceptible to failure due to high water tables and poor soils.

A public water system was constructed in the area in 2007.

c. Condition of Existing Facilities

Currently the area has a water distribution system that was installed in 2007. Water is provided by an 8" diameter C-900 PVC watermain that traverse the length of Lewis Rd. During the installation of the watermain project, a 4" diameter force main was installed for future use from the Landings WWTP through an easement on parcel 149 to Lewis Rd.

All developed properties along Lewis Rd. are served by existing septic systems. The septic systems are believed to be highly susceptible to failure due to high water tables in the area.

d. Financial Status of any Existing Facilities

Currently, the area has no existing sewer infrastructure therefore there is no existing sewer debt for the collection system. The treatment of the wastewater for the area would be accomplished through the Landings WWTP where capacity has been reserved for the properties.

Water infrastructure was installed in 2007. The water infrastructure was constructed at no cost to the residents as a condition of allowing the Landings Development WWTP to construct and use shallow groundwater injection wells for effluent disposal.

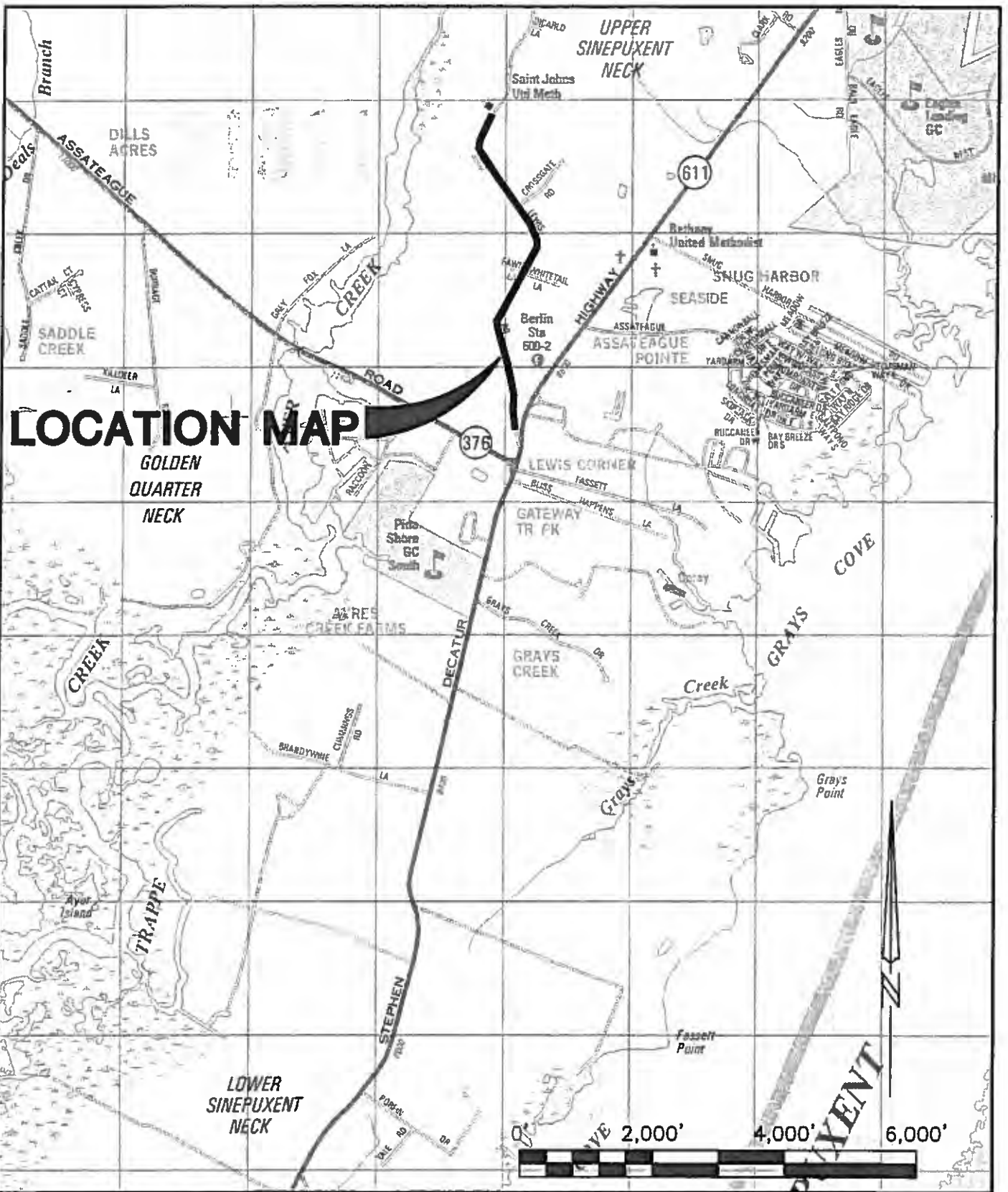
Worcester County currently bills quarterly for water usage.

**Table 2.1: Tabulation of Users within Lewis Road**

Classification	Number of EDU's
Residential	47
Commercial	9
Governmental	1
Church	4

e. Water/Energy/Waste Audits

There are not any water/energy/waste audits applicable to this project.



# LOCATION MAP

21



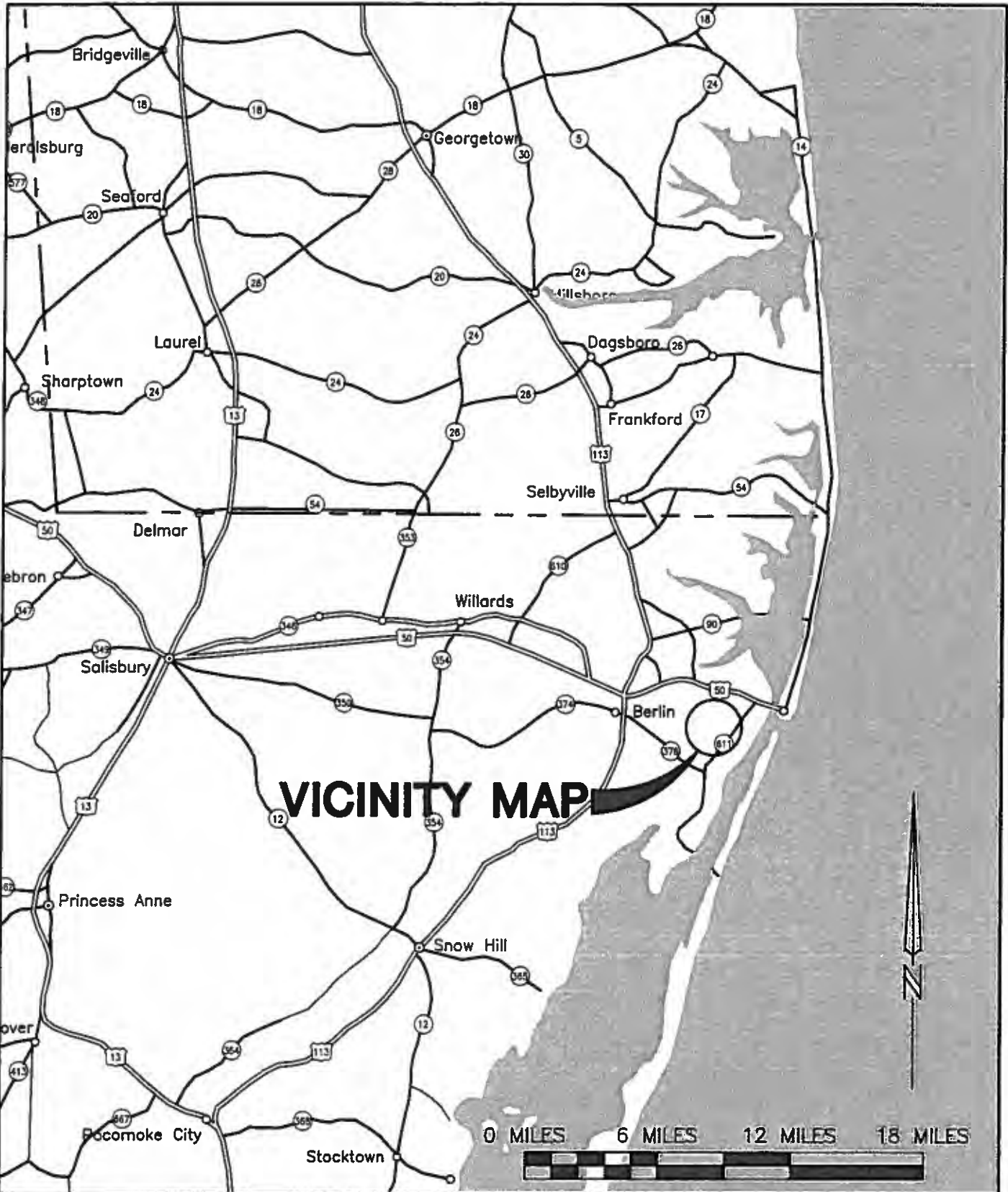
**DAVIS,  
BOWEN &  
FRIEDEL, INC.** ARCHITECTS ENGINEERS SURVEYORS

SALISBURY, MARYLAND (410) 543-8091  
MILFORD, DELAWARE (302) 424-1441  
EASTON, MARYLAND (410) 770-4744

**PROJECT LOCATION MAP  
LEWIS ROAD SEWER EXTENSION  
WORCESTER COUNTY, MARYLAND  
PRELIMINARY ENGINEERING REPORT**

Date: 9/25/2017	Scale: 1" = 2,000'	Proj. No.: 0085B036.A01
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O:\0085\0085B036.A01\location map 8.5 X 11.dwg Oct 05, 2017 - 11:21am



D:\0085\0085b\0085b\0085b\vicinity Map 8.5X11.dwg Oct 05, 2017 11:23am

**dbf** DAVIS, BOWEN & FRIEDEL, INC. ARCHITECTS ENGINEERS SURVEYORS

**2.2**

**PROJECT LOCATION MAP  
LEWIS ROAD SEWER EXTENSION  
WORCESTER COUNTY, MARYLAND  
PRELIMINARY ENGINEERING REPORT**

SALSBURY, MARYLAND (410) 543-9091  
MILFORD, DELAWARE (302) 424-1441  
EASTON, MARYLAND (410) 770-4744

Date: 9/25/2017	Scale: 1" = 6 MILES	Proj.No.: 00858036.A01
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O:\0085\0085b036.a01\parcels to be served 8.5 X 11.dwg Oct 05, 2017 - 11:23am



23



**DAVIS,  
BOWEN &  
FRIEDEL, INC.** ARCHITECTS ENGINEERS SURVEYORS

SALISBURY, MARYLAND (410) 543-8081  
MILFORD, DELAWARE (302) 424-1441  
EASTON, MARYLAND (410) 770-4744

**PARCELS TO BE SERVED  
LEWIS ROAD SEWER EXTENSION  
WORCESTER COUNTY, MARYLAND  
PRELIMINARY ENGINEERING REPORT**

Date: 8/25/2017

Scale: 1" = 800'

Proj.No.: 0085B036.A01

3. NEED FOR PROJECT

a. Health, Sanitation, and Security

The proposed project will provide a centralized sewer collection system to the 44-parcels located along Lewis Road where the project is to be implemented. The existing septic systems in the area are susceptible to failure due to high water tables and soils conditions. Septic systems are also known to increase nutrient loading within the surficial aquifer.

The study area is located in a low-income area, where a failed septic system would place a high burden on the property owner due to the replacement and repair costs.

b. Aging Infrastructure

There is currently no centralized sewage collection system within the study area. All parcels are served by private septic systems. The ages of the existing septic systems are unknown but many are believed to be original to the homes. The age of the structures within the area vary but stretch as far back as the 1920's.

c. Reasonable Growth

The study area consists of 44 parcels, 36 of these parcels are currently served by water and private septic systems. The proposed centralized sewer system would be sized to serve these 36 lots as well as the 8 infill lots. The capacity for the infill lots would be reserved, allowing the property owners to connect to the centralized sewer system in the future. There is no known planned development in the area. The project would have the capacity to service the area over the 20-year planning period.

4. ALTERNATIVES CONSIDERED

ALTERNATIVE I – Installation of a Gravity Sewer System and Central Grinder Pump Station

a. Description

This alternative explores the option of constructing a gravity sewer collection system with a centralized pump station. This alternative will provide a reliable sewer system with low maintenance cost.

b. Design Criteria

Table 4.1: Design Criteria for Alternative I

Parameter	Value
Materials	AWWA C-900
System Sizing	Domestic demands
Collection System	10 States Standards
Pressure Testing	AWWA C-900
Pump Station	MDE Sewerage Guidelines
Capacities	MDE Sewerage Guidelines / 10 States Standards

c. Map

Maps of this alternative are shown in Figure 4-1A, 4-1B, 4-1C, 4-1D, & 4-1E.

d. Environmental Impacts

Environmental impacts for this option would be limited. The layout of the sewer system would be designed to keep the majority of the disturbances located within existing road beds. Although the majority of the work is anticipated to be in paved areas, wetlands and coastal bays permitting may be required. An exemption would be required from the current stormwater regulations since minimal impervious area would be created.

e. Land Requirements

All sewer mains and forcemains for the project would be located within existing right of ways and easements. It is anticipated that Worcester County would need to obtain a parcel, approximately 50' x 50' to house a centralized pump station.

f. Potential Construction Problems

Alternative I will encounter construction issues regarding traffic control. The sewers mains would be located within paved areas requiring a traffic control plan including flagging, lane closures, and detours.

The depth of the gravity sewer and pump station would encounter groundwater, requiring dewatering.

The area is currently served by a public water system. Therefore, a plan would need to be developed to allow the sewer system to be constructed with minimal disruptions to water service for the residents.

g. Sustainability Considerations

i. Water and Energy Efficiency

Variable Frequency Drives (VFD) would be installed to allow the pumps to operate at maximum efficiency.

ii. Green Infrastructure

The nature of the alternative does not allow for many chances to include green infrastructure. The use of recycled asphalt within the pavement will occur throughout the project. Utilization of recycled millings as a road base would be further reviewed during design to determine the feasibility.

iii. Other

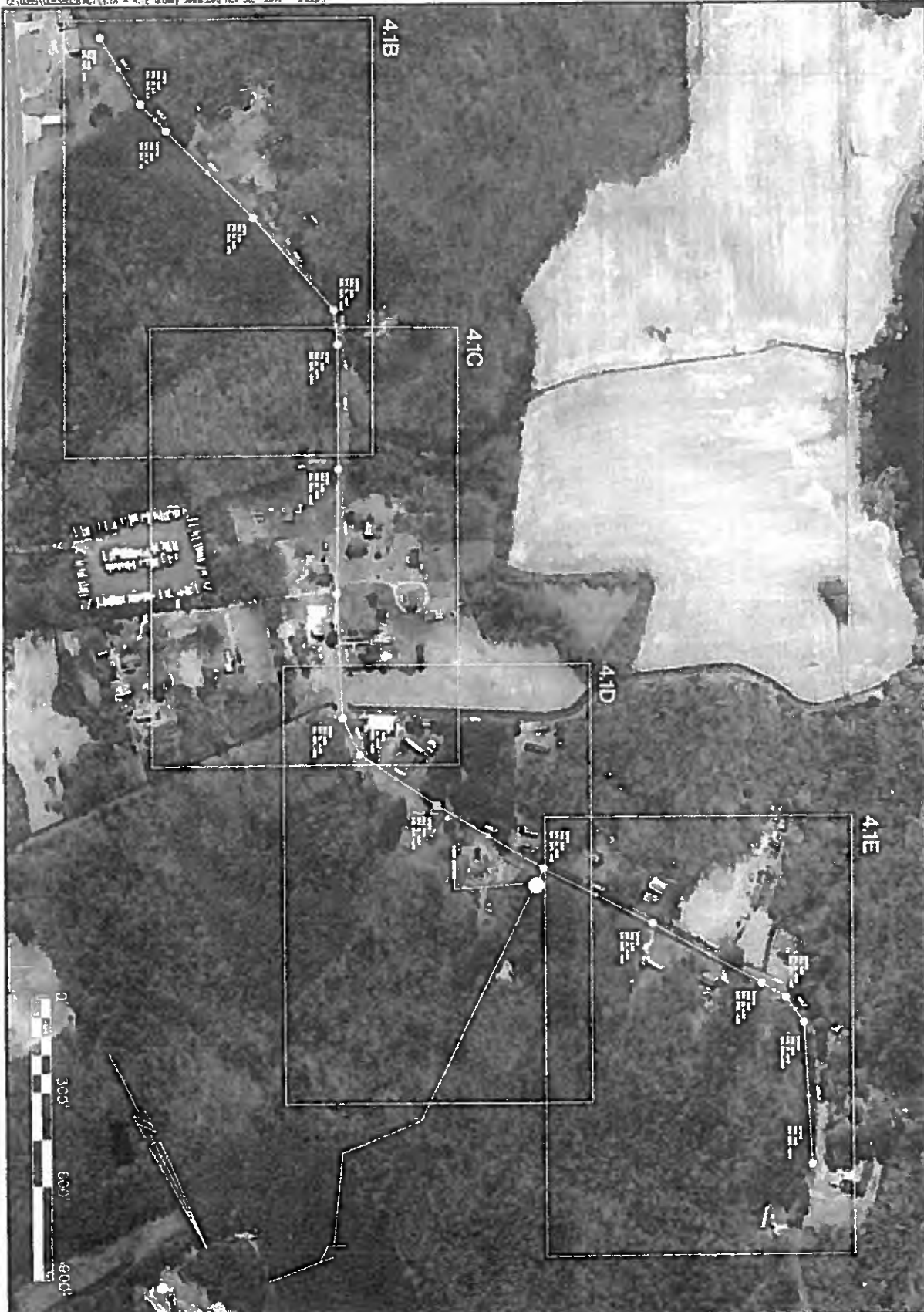
This alternative creates additional facilities for the Worcester County; the additional facilities would provide a reliable sanitary solution for waste disposal for residents as well as decrease nutrient loadings entering the surficial aquifer.

h. Cost Estimates

A detailed cost estimate is provided in Appendix E. A breakdown of the annual operations and maintenance costs are shown in Appendix F.

Table 4.2: Alternative I Cost Estimate

Parameter	Cost
<b>Construction</b>	\$1,245,768.03
<b>Construction Contingency</b>	\$124,576.80
<b>Non-Construction Costs</b>	\$234,238.25
<b>Annual Operations and Maintenance</b>	\$9,151.99



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**ALTERNATIVE I  
4.1A  
KEY MAP**

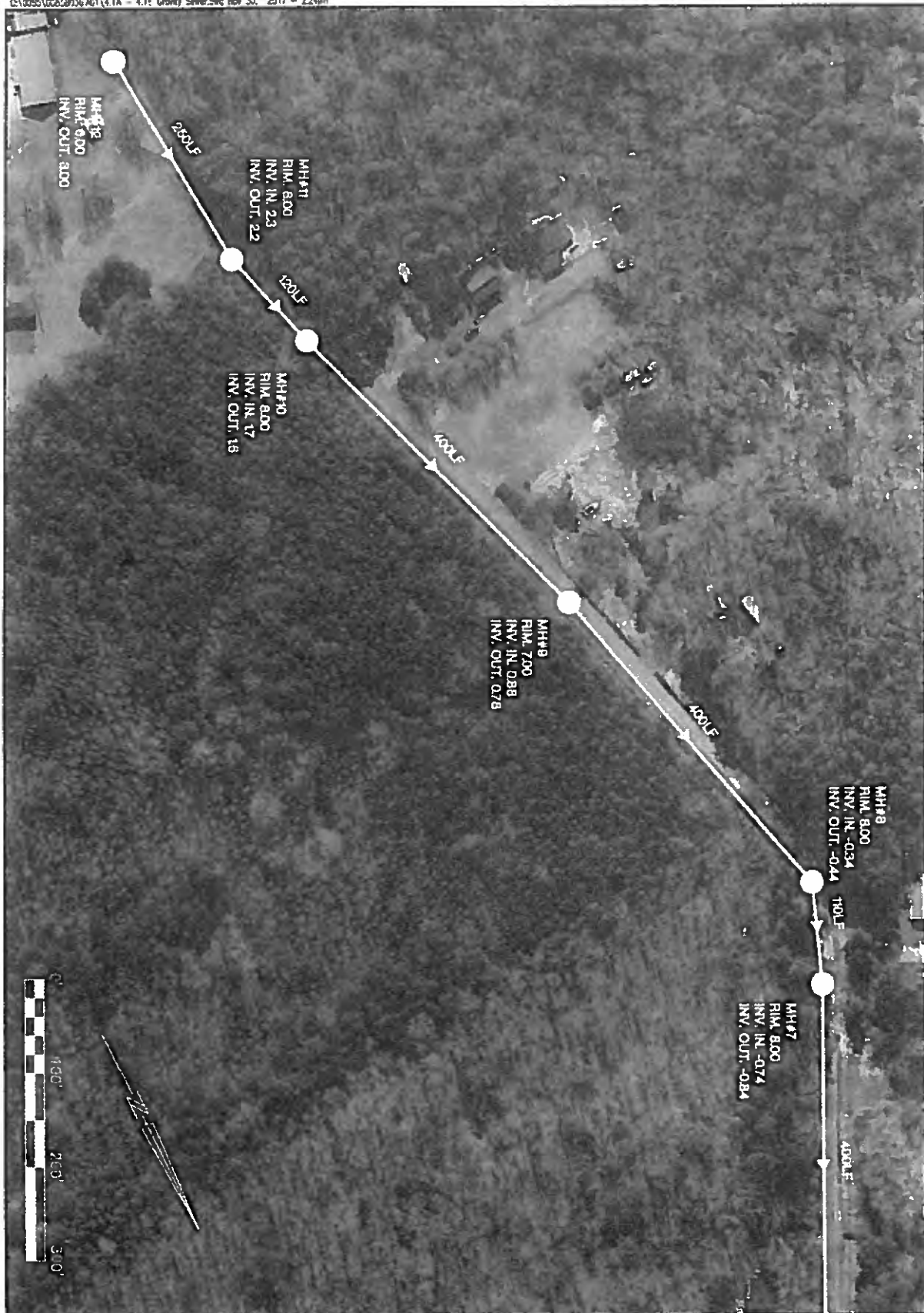
**GRAVITY SEWER SITE PLAN  
LEWIS ROAD SEWER EXTENSION  
PRELIMINARY ENGINEERING REPORT  
WORCESTER COUNTY, MARYLAND**


SALISBURY, MARYLAND (410) 543-8091  
MILFORD, DELAWARE (302) 424-1441  
EASTON, MARYLAND (410) 770-4744

Date: NOV. 2017


Scale: 1" = 300'

Proj.No.: 0055036.A01



 <b>DAVIS, BOWEN &amp; FRIEDEL, INC.</b> ARCHITECTS ENGINEERS SURVEYORS	<b>ALTERNATIVE: 1</b> <b>4.1B</b>	<b>GRAVITY SEWER SITE PLAN</b> <b>LEWIS ROAD SEWER EXTENSION</b> <b>PRELIMINARY ENGINEERING REPORT</b> <b>WORCESTER COUNTY, MARYLAND</b>
	SALISBURY, MARYLAND (410) 543-9081 MILFORD, DELAWARE (302) 424-1441 EASTON, MARYLAND (410) 770-4744	Date: NOV. 2017

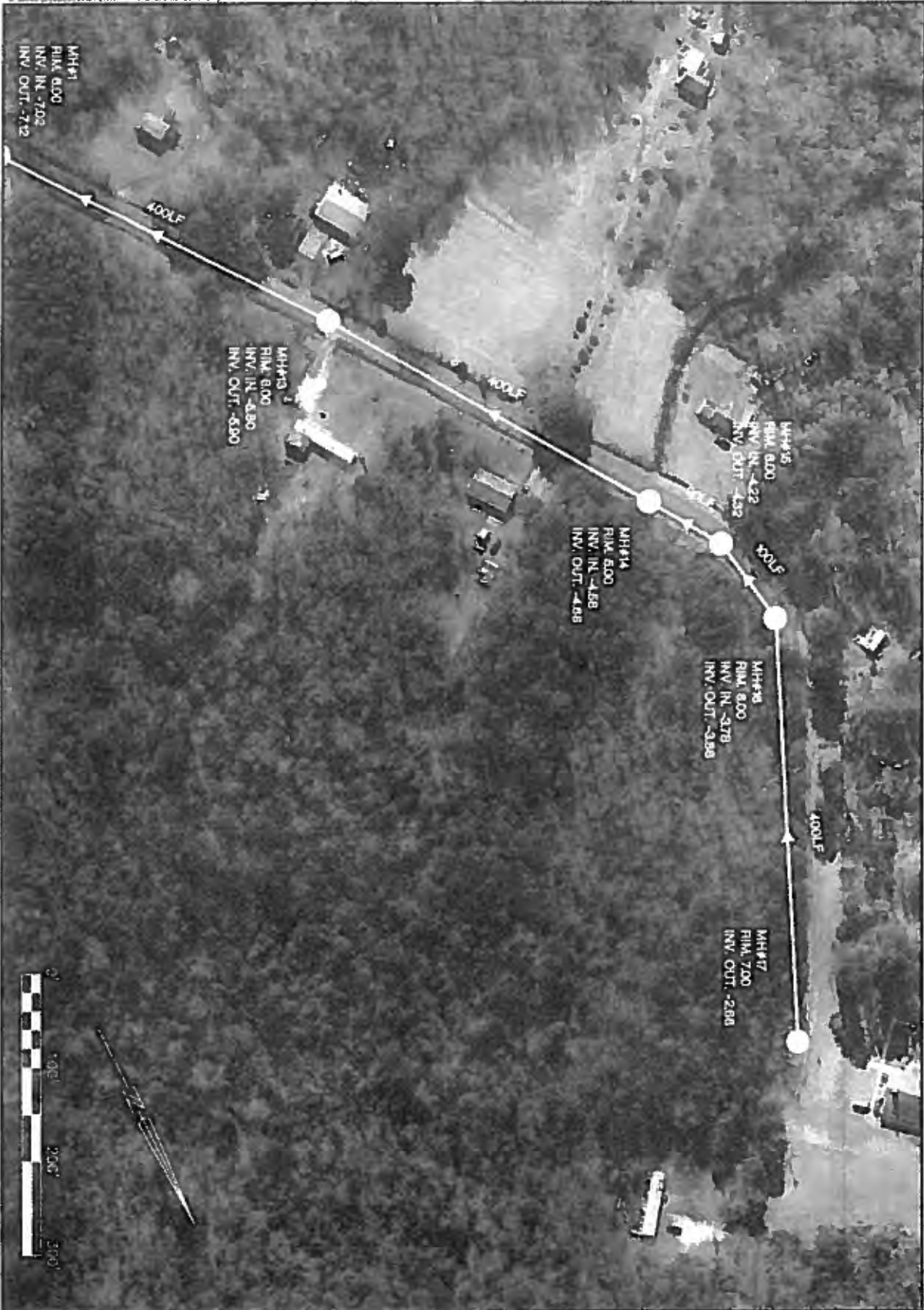


 <b>DAVIS, BOWEN &amp; FRIEDEL, INC.</b> ARCHITECTS ENGINEERS SURVEYORS	ALTERNATIVE I 4.1C	<b>GRAVITY SEWER SITE PLAN LEWIS ROAD SEWER EXTENSION PRELIMINARY ENGINEERING REPORT WORCESTER COUNTY, MARYLAND</b>	
	SALISBURY, MARYLAND (410) 543-8081 MILFORD, DELAWARE (302) 424-1441 EASTON, MARYLAND (410) 770-4744	Date: NOV. 2017	Scale: 1" = 100'



	<b>DAVIS, BOWEN &amp; FRIEDEL, INC.</b> ARCHITECTS ENGINEERS SURVEYORS	<b>ALTERNATIVE: I 41D</b>	<b>GRAVITY SEWER SITE PLAN LEWIS ROAD SEWER EXTENSION PRELIMINARY ENGINEERING REPORT WORCESTER COUNTY, MARYLAND</b>
	SALISBURY, MARYLAND (410) 543-8081 MILFORD, DELAWARE (302) 424-1441 EASTON, MARYLAND (410) 770-4744	Date: NOV. 2017	Scale: 1" = 100'





	<b>DAVIS, BOWEN &amp; FRIEDEL, INC.</b> ARCHITECTS ENGINEERS SURVEYORS	ALTERNATIVE I 4.1E	<b>GRAVITY SEWER SITE PLAN LEWIS ROAD SEWER EXTENSION PRELIMINARY ENGINEERING REPORT WORCESTER COUNTY, MARYLAND</b>
	SALESBURY, MARYLAND (410) 843-8081 MILFORD, DELAWARE (302) 424-1441 EASTON, MARYLAND (410) 770-4744	Date: NOV. 2017	Scale: 1" = 100'

5. SELECTION OF AN ALTERNATIVE

a. Life Cycle Cost Analysis

Present worth cost analysis for the alternatives was completed using the following technique.

$$PW = PW_{\text{construction costs}} + PW_{\text{non-construction costs}} + PW_{\text{O\&M}} - PW_{\text{Salvage}}$$

$$PW_{\text{O\&M}} = A_{\text{O\&M}} \left( \frac{(1+i)^n - 1}{i(1+i)^n} \right)$$

$$PW_{\text{Salvage}} = \frac{F_{\text{Salvage}}}{(1+i)^n}$$

*PW* = present worth

*A* = annuity

*F* = future value

*i* = the real federal discount rate (3.25%)

*n* = the term of analysis (30 years)

The present worth of the alternatives is summarized in the table below.

Table 5.1: Present Worth Analysis

	Alternative I	Alternative II	Alternative III	Alternative IV
Present Worth of Construction Costs ( $PW_{\text{Construction Costs}}$ )	\$1,370,344.83	\$805,843.80	\$1,139,053.03	\$0.00
Present Worth of Non-Construction Costs ( $PW_{\text{Non-construction costs}}$ )	\$225,238.25	\$141,865.35	\$186,390.50	\$0.00
Annuity of O&M ( $A_{\text{O\&M}}$ )	\$9,151.99	\$19,380.00	\$12,113.66	\$0.00
Present Worth of O&M ( $PW_{\text{O\&M}}$ )	\$173,722.32	\$367,869.56	\$229,940.49	\$0.00
Future Value of Salvage ( $F_{\text{Salvage}}$ )	\$0.00	\$0.00	\$0.00	\$0.00
Present Worth of Salvage ( $PW_{\text{Salvage}}$ )	\$0.00	\$0.00	\$0.00	\$0.00
<b>Total Present Worth (PW)</b>	<b>\$1,769,305.40</b>	<b>\$1,315,578.56</b>	<b>\$1,555,384.02</b>	<b>\$0.00</b>

b. Non-Monetary Factors

The factors used for evaluating the alternatives are present worth (cost), providing a reliable sewer system, and operation & maintenance.

Of these alternatives, providing the reliable sewer system is the most important and given the highest weighting percentage.

The percentages for each factor are as follows:

**Table 5.2: Weighting Percentages**

<b>Present Worth</b>	<b>30%</b>
<b>Provide Reliable Sewer System</b>	<b>50%</b>
<b>O&amp;M</b>	<b>20%</b>

In scoring the alternatives, a qualitative ranking will be used with a “1” assigned to the least desirable alternative and a “4” assigned to the most desirable alternative.

**Table 5.3: Scoring of the Alternatives**

Alternative	Present Worth (30%)		Provide Reliable Sewer System (50%)		O&M (20%)		Total Weighted Score
	Score	Weighted Score	Score	Weighted Score	Score	Weighted Score	
<b>I</b>	1	0.3	4	2.0	3	0.6	<b>2.9</b>
<b>II</b>	3	0.9	2	1.0	1	0.2	<b>2.1</b>
<b>III</b>	2	0.6	3	1.5	2	0.4	<b>2.5</b>
<b>IV</b>	4	1.2	1	0.5	4	0.8	<b>2.5</b>

6. PROPOSED PROJECT (RECOMMENDED ALTERNATIVE)

a. Preliminary Project Design

The recommended alternative is ALTERNATIVE I – Installation of a Gravity Sewer System with a Central Pump Station. This alternative will provide a reliable sewer system with a low operation and maintenance cost.

i. Wastewater/Reuse:

Collection System

The collection system would consist of a gravity sewer system with a central grinder pump station. The collection system would be constructed of approximately 4720 feet of 8” and 10” PVC gravity sewer. Each parcel would have a lateral with a cleanout located at the property line. Homeowners would be required to connect to the lateral utilizing an outside contractor. The collection system would run to a centralized pump station along Lewis Road.

Pumping Stations

A single pump station would be constructed on a 50’ x 50’ parcel. The pump station would consist of submersible pumps, a generator, a bypass pump connection, controls, SCADA, and miscellaneous site work. The pump station would be located in a central location with a pumping rate of approximately 60 gpm.

Treatment

The wastewater would be conveyed from each home to the Landings Wastewater Treatment Plant. The County maintains the facility so no additional maintenance or operational costs would be required by the County Public Works.

b. Project Schedule

The next step in implementing the project would be to complete the environmental report to determine mitigation and permitting requirements. From the preliminary engineering report and environmental report, the design and permitting process can begin. The funding agency approval shall also be acquired once all permits are received.

Design and permitting is estimated to take 240 days or 8 months due to the environmental permitting requirements as well as the size of the site. After all approvals are secured, the project would be bid to allow for the selection of a contractor. The bidding and award process is estimated to take 60-75 days or 2.5 months. After bidding and award, the construction contract is estimated to be 180 days or six months. All timeframes for project tasks are estimated. See Table 6-1 below.

**Table 6.1: Project Schedule**

Project Task	Timeframe
<b>Design &amp; Permitting</b>	8 Months
<b>Bidding</b>	2.5 Months
<b>Construction</b>	6 Months

c. Permit Requirements

Due to the nature of the project, permitting requirements are based on the exact routing of the piping. Project plans shall be submitted to the Worcester Conservation District to ensure adequate sediment and erosion control measures. An NOI issued through MDE may be required if the projected disturbances exceed one (1) acre. With a pump station being constructed, an MDE Construction permit would be required. The project would be submitted to Worcester County Roads for approval to construct within the County right of ways. Submission may be required to Coastal Bays, and to MDE should any wetland encroachments occur. Wetlands delineations may be required. The project would receive final approval from the Worcester County Public Works prior to bidding and construction. The funding agencies shall also approve the project prior to bidding.

d. Sustainability Considerations

i. Water and Energy Efficiency

Variable Frequency Drives (VFD) would be installed to allow the pumps to operate at maximum efficiency.

ii. Green Infrastructure

The nature of the alternative does not allow for many chances to include green infrastructure. The use of recycled asphalt within the pavement will occur throughout the project. Utilization of recycled millings as a road base would be further reviewed during design to determine the feasibility.

iii. Other

This alternative creates additional facilities for the Worcester County; the additional facilities would provide a reliable sanitary solution for waste disposal for residents as well as decrease nutrient loadings entering the surficial aquifer.

e. Total Project Cost Estimate (Engineer’s Opinion of Probable Cost)

The Total Project Cost Estimate is included in Appendix E.

f. Annual Operating Budget

i. Income

The proposed project will increase the income for the Worcester County Public Works due to the number of users would increase by 44 EDU’s. User tabulations and budgetary information is provided in Sections 1.c. and 2.d. The County’s existing rate schedule has

been included in the appendix for reference. Rates may need to be valuated to pay for any proposed improvements.

ii. Annual O&M Costs

The proposed project will not include any additional personnel costs, administrative costs, treatment costs, accounting and auditing fees, legal fees, interest, utilities, insurance, monitoring and testing, supplies, chemicals, residuals disposal, office supplies, printing, or professional services. The project would not increase the number of personnel currently employed by the Worcester County Public Works.

The infrastructure would be maintained by the existing personnel due to the low maintenance requirements. The maintenance on the proposed gravity sewer infrastructure is anticipated to be minimal. O&M costs for the pump station are included in the appendix and would include maintenance of the site including grass cutting, pump repairs, fueling generator, and attendance at the site to review operations are believed to be the major O&M requirements.

iii. Debt Repayments

The anticipated debt service requested for financing through USDA would be on a 30-year loan at an estimated rate of 3.25% would be \$93,210.05. This would calculate to approximately \$128 per EDU. The repayment does not take into consideration any grants that may be awarded.

iv. Reserves

Debt Service Reserve

Reserve fund is required for this project funded through the General Obligation Bond.

Short-Lived Asset Reserve

The proposed project includes short lived assets that have to be considered. Most of the assets associated with this project are considered long-lived assets. This eventual replacement should be funded with long-term capital financing.

**Table 6.2: Short Lived Assets**

Assets	Recurrence (yrs)	Unit Price	Total Price (20 yrs)
Minor pump station repairs	3 yrs	\$500.00	\$3,333.33
Replace lift station pumps	10 yrs	\$12,000.00	\$24,000.00
Repair/replace lift station controls	15 yrs	\$500.00	\$666.67
Repair manholes	8 yrs	\$1,100.00	\$2,750.00
Check & clean manholes	20 yrs	\$1,100.00	\$1,100.00
Clean/flush sewers lines	5 yrs	\$1,000.00	\$4,000.00
Replace grinder stations (10 Pumps)	5 yrs	\$15,000.00	\$60,000.00
Repair/replace grinder station controls (10 Panels)	15 yrs	\$1,000.00	\$1,333.33

7. CONCLUSIONS AND RECOMMENDATIONS

This study recommends that the Worcester County Public Works construct a gravity sewer system with a centralized grinder pump station as indicated in Alternative I. This alternative provides the most reliable sewer system with low maintenance cost.