AGENDA

WORCESTER COUNTY COMMISSIONERS

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

July 5, 2016

		Item #
9:00 AM -	Meet in Commissioners' Conference Room - Room 1103 Government Center, One West Market Street, Snow Hill, Maryland - Vote to Meet In Closed Session	
9:01 -	Closed Session: Discussion regarding posting to fill vacancies for a Recycle Worker I in the Solid Waste Division and a Maintenance Worker III in the Maintenance Division of Public Works; hiring to fill a Program Manager I vacancy in Recreation, and a Correctional Officer Trainee vacancy at the Jail; promoting a Captain and posting to fill a vacancy for a Correctional Officer Trainee at the Jail; discussing a personnel disciplinary matter; receiving legal advice from Counsel; and performing administrative functions	A-I
10:00 -	Call to Order, Prayer, Pledge of Allegiance	
10:01 -	Report on Closed Session; Review and Approval of Minutes	
10:05 -	Presentation of Government Finance Officers Association (GFOA) Certificate of Achievement for Excellence in Financial Reporting - FY15	1
10:10 -	Chief Administrative Officer: Administrative Matters (Longview Solar LLC Tax Abatement Request; FY17 Core Public Health Services Funding Agreement; Recreation Center Speaker System; Sheriff's Office Cooperative Reimbursement Agreement - Child Support Enforcement; Memorandums of Understanding (MOU) for Security Assistance by the Sheriff's Office for Sunset Marina - Tuna Tournament and White Marlin Open Tournament; Fire Monitoring System at Animal Control; GovDeals Surplus County Property Auction Report for FY16; Stephen Decatur High School Use of Closed Berlin Landfill Hill for Cross Country Course; Small Project Agreement - William Wild Sewer Extension on Gum Point Road; Award of Bid for Ocean Pines Pump Station F Upgrades; Approving Specifications for Ocean Pines Pump Station A Rehabilitation, Eagles Landing Golf Course Irrigation System, and Vacuum Trailer for Water and Wastewater Division of Public Works; Pending Board Appointments; and potentially other administrative matters)	2-15
10:20 -		
10:30 -		
10:40 -		
10:50 -		
11:00 -		
11:10 -		
11:20 -		
11:30 -		
11:40 -		
11:50 -		
12:00 -	Questions from the Press	
	Lunch	
1:00 PM -	Chief Administrative Officer: Administrative Matters (If Necessary)	2-15, continued
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!

Minutes of the County Commissioners of Worcester County, Maryland

June 21, 2016

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

Following a motion by Commissioner Mitrecic, seconded by Commissioner Church, 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), (4), and (7) of the General Provisions Article of the Annotated Code of Maryland and to perform administrative functions. Also present at the closed session were Harold L. Higgins, Chief Administrative Officer; Kelly Shannahan, Assistant Chief Administrative Officer; Maureen Howarth, County Attorney; Kim Moses, Public Information Officer; Stacey Norton, Human Resources Director; and Merry Mears, Economic Development Director. Topics discussed and actions taken included: promoting Grayson Zimmer from Maintenance Worker I to Maintenance Worker II, and agreeing to advertise to hire to fill current vacancies for two Maintenance Worker I's and one Maintenance Worker III in the Maintenance Division of Public Works; transferring Deborah Mooney from License Permit Clerk II within Environmental Programs to License Permit Clerk II within Development Review and Permitting; reclassifying the vacant License Permit Clerk II position to Natural Resources Specialist II in Environmental Programs and agreeing to advertise to fill this reclassified position; agreeing to advertise to hire to fill current vacancies for one Plant Operator I in the Water and Wastewater Division of Public Works, one Program Manager I for Recreation and Parks, one part-time Social Media Coordinator for Tourism, and one Electronic Services Installer for Emergency Services; agreeing to post internally to fill the current vacancy for one Natural Resources Administrator for Environmental Programs, with the successful candidate's position not to be backfilled; receiving legal advice from counsel; and performing administrative functions.

After the closed session, the Commissioners reconvened in open session. Commissioner Bunting called the meeting to order and announced the topics discussed during the morning closed session.

The Commissioners reviewed and approved the open and closed session minutes of their June 7, 2016 meeting as presented.

The Commissioners presented a commendation to Eddie Carman, Worcester County Risk Manager and Snow Hill Volunteer Fire Company Captain, for his role in helping to improve public health by helping residents and firefighters throughout the State of Maryland prevent

diabetes and live healthier lifestyles by partnering with the Worcester County Health Department (DHMH), as a Lifestyle Balance coach, and with the Department of Health and Mental Hygiene, as the spokesperson for the Diabetes Prevention Program. The Commissioners presented a DHMH commercial in which Mr. Carman discusses his own personal journey to better health and outlines simple steps others can implement to improve their health and prevent diabetes. The commercial is available for viewing at **www.powertopreventdiabetes.org**.

The Commissioners presented retirement commendations recognizing years of dedicated service to Worcester County Government to the following recently retired employees: former County Commissioner and County Administration retiree John E. "Sonny" Bloxom (20 years); Development Review and Permitting retiree Donna Lovell (13 years); Treasurer's Office retiree Wanda "Sue" Miller (11 years); Library retiree Gale Hall (30 years); Jail retiree Captain William "Bill" Cody (17 years); Public Works Solid Waste Division retirees Edward Buchannan (10 years), Dorothy Dale (11 years), and Ronald Taylor (21 years).

Pursuant to the request of Housing Program Administrator Jo Ellen Bynum and upon a motion by Commissioner Bertino, the Commissioners unanimously awarded the sole bid for the general rehabilitation of a single family home in the Pocomoke City area to J&G Maintenance & Repair of Berlin, Maryland at a cost of $12,950.

Lieutenant Neil Adams met with the Commissioners to request support for an application for a one-year grant through the Governor's Office of Crime Control and Prevention to support a new position titled Heroin Coordinator that will be embedded in the Criminal Enforcement Team (CET) to ensure all data related to drug investigations, drug seizures, drug arrests, heroin/opioid overdoses, and any other drug related investigation activities are entered into High Intensity Drug Trafficking Area's (HIDTA) Case Explorer, conduct in-home analyses in the exploration of overdoses for prosecution, act as a liaison between the CET and various community groups and allied agencies, and assist in public education and outreach. In response to a question by Commissioner Bertino, Lt. Adams advised that the Sheriff's Office will be constantly evaluating the effectiveness of this position, along with seeking other funding sources to sustain this position once the grant expires if the need for this position continues to be warranted. Human Resources Director Stacey Norton advised that the County will be required to fund 14% of the cost of benefits for this position. In response to a question by Commissioner Elder, Lt. Adams stated that the three new positions in the Sherriff's Office that were approved in the FY17 budget are Road Patrol Deputy positions needed to provide adequate shift coverage and could not be reassigned to work with CET. He further stated that the Heroin Coordinator would be a civilian employee.

Following some discussion and upon a motion by Commissioner Purnell, the Commissioners unanimously authorized Commission President Bunting to sign the grant application as requested.

The Commissioners met with Lieutenant Michael Bowen to review and discuss proposed Memorandums of Understanding (MOU) for Security Assistance by the Sheriff's Office for three local businesses, Ocean Enterprise 589, LLC (Casino at Ocean Downs), O.C. Seacrets, Inc., and

Purnell Properties, Inc. (18th Street - Spinnaker Motel, 29th Street - Sun and Fun Motel, and 31st Street - Thunderbird Motel in Ocean City), at the current rate of $75 per hour, per Deputy from July 1, 2016 through June 30, 2017. Commissioner Lockfaw stated that the County should not be in the business of providing security to private companies. He also expressed concern that Road Patrol Deputies are already stretched thin due to staffing shortages, and renewing the existing MOUs with Seacrets and the Casino and entering into a new MOU with Purnell Properties to provide security services would only further exacerbate this situation. In response to questions by Commissioner Lockfaw, Chief Administrative Officer Harold Higgins stated that the hourly compensation rate, which includes a 10% administration fee, covers all expenses, so there is no cost to the County for these programs. Lt. Bowen advised that this secondary employment option is available on a volunteer basis only to off-duty officers, and he noted that officers are not permitted to work shifts for private agencies prior to reporting for their scheduled shifts with the Sheriff's Office, so they will be rested and ready for work. In response to a question by Commissioner Bunting, Lt. Bowen confirmed that an off-duty officer who had worked 24 consecutive hours for Seacrets had done so when he was scheduled off from the Sheriff's Office for three consecutive days and was not required to report for duty within 24 hours of completing that service. In response to additional questions by Commissioner Bunting, Chief Deputy Dale Smack stated that the Sheriff's Office currently has a signed MOU to provide security for three hotels owned by Purnell Properties and agreed to provide the Commissioners with a copy of that MOU.

In response to a question by Commissioner Bertino, Mr. Higgins advised that the MOUs are signed for a period of one year, with off-duty officers to be compensated at a rate of one and a half times their existing hourly salary. In response to additional questions by Commissioner Bertino, Chief Deputy Smack stated that any business can apply and be considered for security services from the Sheriff's Office on a case-by-case basis; however, they do not have the manpower to approve many additional requests at this time. Commissioner Bertino stated that it appears there is no opportunity for objectivity in this process and questioned how the County can reasonably provide security to one business and not another.

Commissioner Church pointed out that County employees have the right to pursue secondary employment, and he stated out that the County entered into these types of MOUs originally to clarify that these Deputies are employees of the Sheriff's Office and not of the agencies with which they provide security and, thereby, increase protection against liability claims for the deputies and the County in the event of an incident while working for these agencies. He further noted that Seacrets owner Leighton Moore and Casino general manager Joe Cavilla advised him that this program provides a much needed service to their businesses.

In response to a question by Commissioner Elder, Chief Deputy Smack advised that the Sheriff's Office is in the process of revising the secondary work policy to place restrictions on the number of off-duty hours Deputies will be permitted to work secondary law enforcement details. Commissioner Mitrecic applauded the MOUs and stated that public safety is best served by having off-duty State, County and local law enforcement officers on these properties and prepared to respond to potential incidents. He further advised that the Commissioners cannot dictate how Deputies occupy their off-duty hours.

Following much discussion and upon a motion by Commissioner Mitrecic, the Commissioners voted 5-2, with Commissioners Bunting and Lockfaw voting in opposition, to authorize Commission President Bunting to sign the three MOUs as presented.

The Commissioners met in legislative session.

The Commissioners met with Development Review and Permitting Director Ed Tudor to review a proposed text amendment application submitted by Jack Lord that seeks to amend the Zoning and Subdivision Control Article to allow the sale of hot and cold foods either on or off premises at an established winery. Mr. Lord is the owner of a winery known as Costa Ventosa, located on MD Rt. 610, southwest of U.S. Rt. 113 near Whaleyville in the A-1 Agricultural District. Mr. Tudor stated that County staff and the Planning Commission were concerned that not limiting sales of food to on-premises consumption and to only those hours of operation when the wine tasting facility is open could potentially lead to a stand-alone carry-out facility, a use not appropriate in the A-1 District, rather than a bonafide accessory use to the wine tasting facility, which is a permitted agricultural use. Therefore, the Planning Commission gave an unfavorable recommendation to the text amendment application as specifically submitted by the applicant and a favorable recommendation to a text amendment as revised to include limitations to on-premises consumption only and to only those hours of operation of the wine tasting facility. Mark Cropper, attorney for the applicant, advised that his client is okay with the Planning Commission's version of the bill. Following some discussion, Commissioners Bertino, Bunting, Church, Elder, Lockfaw, Mitrecic, and Purnell introduced the staff and Planning Commission version of the bill as Bill 16-4 (Zoning - Food Sales at Wineries in the A-1 Agricultural District) and agreed to schedule a public hearing on the bill for July 19, 2016.

Commissioner Bunting closed the legislative session.

Pursuant to the request of Mr. Higgins and upon a motion by Commissioner Purnell, the Commissioners unanimously approved the transfer of $200,000 within the Board of Education's (BOE) FY17 Budget from Supplies and Materials to Other Charges to correct an error. Mr. Higgins stated that the Commissioners' denial of $200,000 for i-Ready should have been reduced from the Supplies and Materials category, but that inadvertently it had been reduced from the Other Charges category, and this transfer will correct that error.

Pursuant to the written request of BOE Chief Financial Officer Vincent E. Tolbert and upon a motion by Commissioner Church, the Commissioners unanimously authorized Commission President Bunting to sign the BOE's Annual Budget Certification Statement, which certifies County funds of $81,193,802 for BOE expenses and $10,765,450 for Debt Service for BOE projects in the FY17 County Operating Budget.

Pursuant to the written request of Mr. Tolbert and upon a motion by Commissioner Elder, the Commissioners unanimously approved the County Appropriation Transmittal Schedule for FY17 for the BOE totaling $81,193,802.

The Commissioners reviewed and discussed a letter from Robert L. Tatman, Forest Pest Program Manager for the Maryland Department of Agriculture, updating them on gypsy moth

populations and trends in Worcester County. In his letter, Mr. Tatman stated that the preliminary reports indicate the need to conduct approximately 115 surveys at an estimated cost to the County of $1,725, which represents a 50% local cost share, to perform these surveys on non-State land. Upon a motion by Commissioner Church, the Commissioners unanimously approved payment for the gypsy moth surveys.

Pursuant to the request of Emergency Services Director Fred Webster and upon a motion by Commissioner Bertino, the Commissioners unanimously authorized Commission President Bunting to sign the annual System Maintenance Agreement Amendment No. 5 between Harris Corporation of Lynchburg, Virginia and the County Commissioners of Worcester County, Maryland for the period from July 1, 2016 to June 30, 2017 at a total cost of $190,943, which represents an increase of $7,344 from the prior year. Mr. Webster stated that the increase is in line with the escalation clause in the original maintenance contract, and funds for this expenditure are available within the FY17 budget. He further stated that this should be the last maintenance agreement for 15 years, as the recent purchase of the new system includes 15 years of maintenance services by Harris.

Pursuant to the request of Mr. Webster and upon a motion by Commissioner Bertino, the Commissioners unanimously agreed to waive the standard bid process and allow staff to identify a vendor tied to the State bid contracts that can replace an aged distribution switch that supports telephone communication between the Government Center and other County offices at a cost of up to $25,000, with funds available in the FY16 budget for this expenditure.

Pursuant to the request of Parks Superintendent Bill Rodriguez, representing Recreation and Parks Director Page Hurley, and upon a motion by Commissioner Elder, the Commissioners unanimously approved a transfer totaling $5,000 from several budget line items, with projected surplus funds to various parks accounts, to purchase engineered wood fiber for five County playgrounds as follows: John Walter Smith Park in Snow Hill, two playgrounds at Showell Park, Girdletree Park, Bishopville Park, and Whaleyville Park. Mr. Rodriguez advised that a wet spring caused the existing materials to degrade more rapidly than anticipated, and advised that funds are available within other categories in the FY16 Parks budget to cover this expense.

Pursuant to the request of Program Manager Kelly Rados and the written request of Recreation and Parks Director Paige Hurley and upon a motion by Commissioner Mitrecic, the Commissioners unanimously authorized Commission President Bunting to sign the renewal Agreement Between the Mayor and City Council of Ocean City, Maryland, Wicomico County, Maryland, and Worcester County, Maryland for the Mid-Atlantic Amateur Sports Alliance (MAASA).

Byron Crawford of Longview Solar (LS) met with the Commissioners to request an 80% abatement on the personal property taxes associated with the two properties where Longview Solar plans to construct two photovoltaic (PV) power plants. Commissioner Church recused himself from the discussions due to a potential conflict of interests. Mr. Crawford stated that LS, a company focused on developing the lowest cost solar assets in the market, has developed PV

power plants in Arizona, California, Georgia, and Maryland. He then reviewed a PowerPoint presentation entitled "Longview Solar - Worcester County PV Property Taxes." In the course of the presentation, Mr. Crawford reviewed the specific benefits the PV power plants would bring to Worcester County as follows: more than double the assessed value of the acreage upon which the LS-Heron project (250 acres of land on Libertytown Road just outside of Berlin) and the LS-Seabeach project (110 acres on Public Landing Road outside of Snow Hill) are located, and double or triple the real property taxes on these properties; provide additional income for local farm families on non-ideal farming parcels; sustain 40 to 60 construction jobs during the six to nine months the projects take to construct; and conserve natural resources by reducing aggregate groundwater utilization, and requiring only minimal grading and utilizing very little subsurface concrete or rock to preserve and maintain the underlying farmlands, which would allow the land to easily be returned to farming production. He also reviewed the Scenario Comparison of Parcel Tax Revenues, noting that the net gain under the proposed tax structure would increase total property tax revenues from $15,000 to $170,000 in year one, with additional tax revenues of just over $1.8 million during the first 15 years, and based on the discount back to a net presented value (utilizing a discount rate of 7.5%) would be just over $1.1 million. He reiterated that the two proposed project sites, which are not prime farmland, generate only $3,000 to $5,000 annually in real property tax revenues currently, and these projects would increase revenues to $80,000 to $100,000 annually.

In response to a question by Commissioner Elder, Mr. Crawford confirmed that the Wicomico County Council did not offer Longview Solar a tax abatement for the Longview Solar PV power plant project in Wicomico County because at the time the State was granting tax credits that allowed his company to offset the cost of local taxes. He further stated that he is requesting the credit from Worcester County because the State tax credit expired in 2015. He also confirmed that both PV projects would be viable in Worcester County, even without a local tax abatement, due to the local climate, open farmland and existing federal tax credits of 30% to offset costs. Commissioner Bertino stated that the taxpayers of Worcester County should not be required to subsidize private business. Mr. Crawford stated that, though the PV power plants would generate no more than 1-2 long term jobs, they would benefit from access to low cost, renewable energy. In response to a question by Commissioner Bertino, Mr. Higgins stated that the County does not offer tax abatements to any other energy companies, but has offered a seven-year manufacturing exemption to other businesses in the past. In response to concerns raised by Commissioner Bunting, Mr. Higgins confirmed that two similar projects being developed in Worcester County would likely request similar exemptions if this request was approved.

The Commissioners also reviewed a memo from Finance Officer Phil Thompson confirming that the two proposed project sites generate approximately $3,000 in County real property taxes, and the potential new assessments, which would be based on land lease values (using LS estimates), would generate approximately $40,000 in County real property taxes annually. He further pointed out that Worcester County's personal property tax rate is already the second lowest in the 18 jurisdictions in Maryland that charge personal property taxes, and in addition, the State already provides a 50% personal property tax exemption for improvements at solar facilities. Thus, the estimated personal property values given by LS for the two projects are $28.07 million and $36.82 million for the Seabeach and Heron projects, respectively, or $64.89 million in total. Applying the 50% State exemption that depreciates over 30 years with a 25%

floor, in the first year $32.45 million of the $64.89 million in improvements would be subject to personal property tax, and that amount would decrease by 3.33% each year for 23 years to the 25% floor of $8.11 million. Therefore, the County is projected to earn $10.54 million in personal property taxes from the facilities over 30 years. If the 80% exemption request was granted, the County would earn $8.11 million and would sacrifice $8.43 million in potential revenue over the next 30 years. His memo further stated that, traditionally, any credits or exemptions to tax credits have been considered with the mindset that job creation and economic growth were part of the trade-off in lost tax revenues, but that this would not be the case with LS. For these reasons, Mr. Thompson concluded in his memo that he could not support the request for an 80% personal property tax abatement for the LS projects, noting that the 50% personal property tax exemption provided by the State combined with the County's low personal property tax rate provides sufficient relief for this and any other solar energy providers looking to do business in Worcester County.

The Commissioners also reviewed a memo from Economic Development Director Merry Mears in which she suggested that any approval to offset taxes should be made contingent upon the following conditions: LS shall name a Worcester County business(s) to be the recipient of the contract to develop the property; if LS sells the project during the development process, the tax abatement agreement should be made contingent upon the buyer agreeing to honor the contract with the identified Worcester County business(s); and LS should be required to identify the Worcester County business(s) to employ a large percentage (if not 100%) of Worcester County residents during the development of the project.

Following much discussion and upon a motion by Commissioner Mitrecic, the Commissioners unanimously agreed to table further discussions on the requested tax abatement to allow County staff to provide them with additional details regarding the financial aspects associated with this request.

The Commissioners adjourned for lunch.

Public Works Deputy Director John Ross met with the Commissioners, on behalf of Public Works Director John Tustin, to discuss funding issues pertaining to the proposed Newark Spray Irrigation Project. Mr. Ross advised that on January 30, 2016 the County applied for funding through the Maryland Water Quality Financing Administration to remove the surface water discharge from the Newark Wastewater Treatment Plant (WWTP) and construct a new spray irrigation field for effluent disposal. He stated specifically that this application was a milestone identified within the consent order and agreement between the Commissioners and the Maryland Department of the Environment (MDE), with the goal of the agreement being to remove the Newark WWTP discharge from the unnamed tributary to Marshal Creek and ultimately Newport Bay, a water body impaired by excessive nutrients. He advised that the project schedule included securing a funding commitment from MDE through the Maryland Water Quality Financing Administration to assist in moving the project into the design phase by May 31, 2016. However, when MDE officials published their Intended Use Plan (IUP), which identifies all the projects to be financed in FY17, the Newark Spray Irrigation Project was not included, making the project ineligible for MDE funding. Upon further investigation by County staff, it was determined that the project was not approved for funding primarily because the

service area is not within the Chesapeake Bay watershed, and project scoring credits were not awarded for the project's public health benefits. Mr. Ross stated that this causes obvious financial concerns for the Newark project and hampers the County's ability to meet the conditions of the consent order. Staff, therefore, recommends a letter be sent to MDE regarding this matter.

Upon a motion by Commissioner Church, the Commissioners unanimously authorized Commission President Bunting to sign a letter to MDE Secretary Ben Grumbles that seeks MDE's reconsideration of funding to keep the project moving forward and outlining the Commissioners commitment to removing the Newark WWTP discharge from the Coastal Bays, as evidenced by their expenditure of over $700,000 to pre-purchase the proposed spray site when it became available several years ago, and their having moved forward with the project as described in the compliance schedule.

The Commissioners met with Mr. Ross to review and discuss entering into two small project agreements. Upon a motion by Commissioner Mitrecic, the Commissioners unanimously authorized Commission President Bunting to sign the Small Project Agreement between the County Commissioners of Worcester County, Maryland, in the capacity of the governing body of the Mystic Harbour Sanitary Service Area (SSA), and TJSF, LLC (developer), of 12720 Ocean Gateway, Park Place Plaza, to extend a waterline from Golf Course Road to their commercial property in West Ocean City for Water Service through the Mystic Harbour SSA.

Upon a second motion by Commissioner Mitrecic, the Commissioners unanimously authorized Commission President Bunting to sign the Small Project Agreement between the County Commissioners of Worcester County, Maryland, in the capacity of the governing body of the Mystic Harbour SSA, and Ocean City Marketplace (developer) in West Ocean City to extend public water service from the Mystic Harbour SSA to the Food Lion Shopping Center at U.S. Rt. 50 and MD Rt. 611 in West Ocean City. In response to a question by Commissioner Bunting, Assistant Chief Administrative Officer Kelly Shannahan stated that staff will propose an expedited process in the near future to address similar requests, which will become more common as West Ocean City businesses in the West Ocean City/Mystic Harbour overlay district request water and sewer service from the Mystic Harbour SSA.

Pursuant to the recommendation of Mr. Ross and upon a motion by Commissioner Mitrecic, the Commissioners unanimously awarded the low bid for electrical improvements at Pump Station E in Ocean Pines to Lywood Electric, Inc. of Federalsburg, Maryland at a total cost of $98,615.

Pursuant to the recommendation of Mr. Ross and upon a motion by Commissioner Bertino, the Commissioners unanimously agreed to waive the standard bid process and accepted the low proposal for the purchase of four Flygt Pumps in Pump Stations A and F in Ocean Pines from Sherwood-Logan of Annapolis, Maryland at a total delivered price of $62,635.

Pursuant to the recommendation of Mr. Ross and upon a motion by Commissioner Elder, the Commissioners unanimously awarded the low bid for construction of the Berlin Rubble Fill

Cap and Closure Project to A-Del Construction Co., Inc. of Newark, Delaware at a total base bid of $2,736,185.

The Commissioners met with Mr. Ross to discuss bid recommendations to replace the Five Mile Branch Road Bridge. Mr. Ross stated that one bid from Murtech Marine Division of Salisbury, Maryland at a total project cost of $374,714, was received by the deadline on Monday, June 13, 2016, at 1:00 p.m. Mr. Ross explained that this bid exceeded the estimated project cost of $274,012, with State aid of 80% or $219,209.60 and County funding of 20% or $54,802.40. He advised that a second bid was received at 1:06 p.m. prior to the opening of the timely bid and recommended opening the late bid to ensure the County receives the best competitive pricing. Upon a motion by Commissioner Elder, the Commissioners voted unanimously not to accept the late bid, to reject the bid from Murtech Marine Division, and to rebid the project.

The Commissioners met with Mr. Ross to review the two proposals received by the bid deadline on Tuesday, May 31, 2016, at 1:00 p.m. for the construction of a fishing and crabbing pier at the Taylor Landing Boat Ramp in Girdletree. Mr. Ross stated that the bids from Murtech Marine Division of Salisbury, Maryland at a cost of $42,400 and Hi-Tide Marine Construction, LLC of Ocean City, Maryland at a cost of $43,800 substantially exceeded the project budget of $36,807. Mr. Ross stated that the County has obtained all the permits needed to move forward with the project, with the exception of the U.S. Army Corps of Engineers, and he recommended authorizing staff to work with the low bidder to renegotiate various aspects of the work to bring the cost within budget. Commissioner Lockfaw made a motion to negotiate with the low bidder, Murtech, and return with a solid number for the Commissioners' consideration. After some discussion, he rescinded that motion and offered a substitute motion to accept the low bid from Murtech, with the understanding that certain aspects of the project would be value engineered by staff to reduce the total project to fit the budget. After further discussion, Commissioner Lockfaw rescinded his second motion and made a motion to reject both bids and rebid the project, which carried by a vote of 6-1, with Commissioner Mitrecic voting in opposition.

Upon a motion by Commissioner Mitrecic, the Commissioners unanimously adopted Resolution No. 16-15 adopting the Sanitary Service Area Budgets, Assessments and Charges and Establishing Classifications for the Water and Wastewater Enterprise Fund for July 1, 2016 through June 30, 2017, as conceptually approved after their public hearing on June 7, 2016.

Upon a motion by Commissioner Church, the Commissioners unanimously adopted Resolution No. 16-16 adopting the Solid Waste Enterprise Fund Budget for July 1, 2016 through June 30, 2017, as conceptually approved after their public hearing on June 7, 2016.

Upon a motion by Commissioner Bertino, the Commissioners unanimously adopted Resolution No. 16-17 adopting the Department of Liquor Control (DLC) Enterprise Fund Budget for July 1, 2016 through June 30, 2017, as conceptually approved after their public hearing on June 7, 2016. Enterprise Fund Controller Jessica Ramsay stated that after the public hearing allocations within the budget had been updated to reflect the approved County Operating Budget, which resulted in revisions in the following categories: Personnel Services increased from

$1,014,113 to $1,080,769; Other Charges decreased from $76,960 to $64,000; and Payout of Net Income (Loss) to County and Municipalities had increased from ($379,422) to ($434,124).

Pursuant to the recommendation of Assistant Chief Administrative Officer Kelly Shannahan, on behalf of the DLC Management Committee, and upon a motion by Commissioner Mitrecic, the Commissioners unanimously approved "Blow Out" pricing of up to 50% below cost on non-moving DLC inventory, as recommended by the DLC Management Committee, with various items to be featured each week, "While supplies last," to encourage immediate purchase before inventories are depleted, increase sales volumes, and attract more customers to the Shore Spirits Retail Liquor Stores where they may purchase other products too.

The Commissioners reviewed and discussed various board appointments.

Upon a nomination by Health Officer Debbie Goeller and a motion by Commissioner Bertino, the Commissioners unanimously agreed to appoint Kat Gunby as the Substance Abuse Prevention Provider member on the Drug and Alcohol Abuse Council to replace Marty Pusey who retired from the Health Department.

Upon a motion by Commissioner Mitrecic, the Commissioners unanimously adopted Resolution No. 16-18 supporting selection of the Wallops Flight Facility as the East Coast Forward Operating Base for the MQ-4C Triton Unmanned Aircraft. This resolution was drafted in response to a request from Wallops Island Regional Alliance (WIRA) President Peter Bale, who met with the Commissioners on June 7, 2016 to seek their formal support in the form of a resolution that would be similar to the resolution submitted by the Accomack County Board of Supervisors.

The Commissioners answered questions from the press.

Following a motion by Commissioner Mitrecic, seconded by Commissioner Purnell, the Commissioners unanimously voted to meet in closed session at 1:37 p.m. in the Commissioners' Conference Room to discuss legal and personnel matters permitted under the provisions of Section 3-305(b)(1) and (7) of the General Provisions Article of the Annotated Code of Maryland and to perform administrative functions. Also present at the closed session were Harold L. Higgins, Chief Administrative Officer; Kelly Shannahan, Assistant Chief Administrative Officer; Maureen Howarth, County Attorney; Kim Moses, Public Information Officer; and Stacey Norton, Human Resources Director. Topics discussed and actions taken included a pending disciplinary action, receiving legal advice from counsel, and performing administrative functions.

The Commissioners adjourned to meet again on July 5, 2016.

Government Finance Officers Association
203 N. LaSalle Street - Suite 2700
Chicago, IL 60601

Phone (312) 977-9700 Fax (312) 977-4806

RECEIVED
MAR 14 2016
Worcester County Admin

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Copy: Phil Thompson ✓
Kathy Whited ✓

March 9, 2016

Harold L. Higgins
Chief Administrative Officer, Worcester County Commissioners
Worcester County
Government Center, Room 1103
One West Market Street
Snow Hill MD 21863

Dear Mr. Higgins:

We are pleased to notify you that your comprehensive annual financial report for the fiscal year ended **June 30, 2015** qualifies for a Certificate of Achievement for Excellence in Financial Reporting. The Certificate of Achievement is the highest form of recognition in governmental accounting and financial reporting, and its attainment represents a significant accomplishment by a government and its management

An award for the Certificate of Achievement has been mailed to:

Phillip G. Thompson
Finance Officer

We hope that you will arrange for a formal presentation of the Certificate and Award of Financial Reporting Achievement, and that appropriate publicity will be given to this notable achievement. A sample news release is enclosed to assist with this effort. In addition, details of recent recipients of the Certificate of Achievement and other information about Certificate Program results are available in the "Awards Program" area of our website, www.gfoa.org.

We hope that your example will encourage other government officials in their efforts to achieve and maintain an appropriate standard of excellence in financial reporting.

Sincerely,
Government Finance Officers Association

Stephen J. Gauthier

Stephen J. Gauthier, Director

Technical Services Center

SJG/ds

Government Finance Officers Association
203 N. LaSalle Street - Suite 2700
Chicago, IL 60601

Phone (312) 977-9700 Fax (312) 977-4806

03/09/2016
NEWS RELEASE

For Information contact:
Stephen Gauthier (312) 977-9700

(Chicago)--The Certificate of Achievement for Excellence in Financial Reporting has been awarded to **Worcester County** by the Government Finance Officers Association of the United States and Canada (GFOA) for its comprehensive annual financial report (CAFR). The Certificate of Achievement is the highest form of recognition in the area of governmental accounting and financial reporting, and its attainment represents a significant accomplishment by a government and its management.

An Award of Financial Reporting Achievement has been awarded to the individual(s), department or agency designated by the government as primarily responsible for preparing the award-winning CAFR. This has been presented to:

Phillip G. Thompson, Finance Officer

Treasurer's Department, Worcester County

The CAFR has been judged by an impartial panel to meet the high standards of the program including demonstrating a constructive "spirit of full disclosure" to clearly communicate its financial story and motivate potential users and user groups to read the CAFR.

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OFFICE OF THE TREASURER

Worcester County

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PHILLIP G. THOMPSON, CPA
FINANCE OFFICER

JENNIFER C. SWANTON, CPA
ASSISTANT FINANCE OFFICER

2

To: **Harold L. Higgins, Chief Administrative Officer**

From: **Phillip G. Thompson, Finance Officer** PGT

Date: **June 28, 2016**

Re. **Longview Solar LLC Tax Abatement Request**

As you are aware, Longview Solar LLC has requested a significant tax abatement from the Worcester County Commissioners to aid in the development of two commercial scale solar projects. In researching past development and financial incentive agreements between the County and private businesses, I found that agreements made in the past 10 years were predicated on a satisfactory number of job additions within the County. Examples are below:

- In July of 2009, the Commissioners entered into a $25,000 loan agreement with Bel-Art Products in Pocomoke City based on the addition of 25 jobs. The County would forgive this loan and all interest accrued if the addition of jobs occurred and the number of jobs was sustained through January 2014. The loan was forgiven, as terms were met.

- In October of 2006, the Commissioners requested $450,000 in Community Development Block Grant (CDBG) from the Department of Housing and Community Development to be used for acquisition and demolition costs at the former Campbell Soup manufacturing facility in Pocomoke City. Stated reasons for this request were to demolish slums and blight, while adding 25 jobs to the County through an agreement with Hardwire LLC. The company added more than 25 jobs and successfully redeveloped the property.

In stark contrast to these projects the request by Longview Solar includes an annual abatement amount ($523,787 in year 1 with a total of $8,434,770 over 30 years) as compared to the $25,000 loan and $450,000 CDBG funds provided to these other projects. In addition, the

number of jobs created by Longview (40-60 jobs for 6 to 9 months, followed by 1 to 2 part-time jobs thereafter) is substantially less when compared to the 25 good paying full-time jobs created by Bel-Art and Hardwire over the long term at a fraction of the cost to the County.

It continues to be our recommendation that the 50% abatement provided by the state (a $10,543,463 value to Longview Solar over the 30-year horizon) is more than enough, and further local abatements are not recommended by staff. We therefore recommend that you respectfully deny the request of Longview Solar for an additional Personal Property Tax abatement or Payment in Lieu of Taxes as requested.

*

DRAFT

DRAFT

Referenced at June 21 meeting

PAYMENT IN LIEU OF TAXES AGREEMENT

This Payment in Lieu of Taxes Agreement (this "Agreement") is entered into this __ day of _____, 2016 (the "Effective Date") by and between _____, a Maryland limited liability company (the "Owner") and the County Commissioners of Worcester County, Maryland (the "County").

WHEREAS, the Owner intends to construct two photovoltaic power plants (the "Projects") located in Worcester County, Maryland;

WHEREAS, Section 7-514(c)(1) of the Tax-Property Article of the Annotated Code of Maryland (the "PILOT Statute") provides that the governing body of a county may enter into an agreement with the owner of a facility for the generation of electricity that is located or locates in the county for a negotiated payment by the owner in lieu of taxes on the facility; and

WHEREAS, the County desires to abate eighty percent (80%) of the personal property taxes with respect to the Projects for so long as the Projects are being operated, provided that the Owner shall (y) pay to the County the amounts set forth in this Agreement in lieu of the abated personal property taxes, and (z) employ an electrical labor force that is comprised of individuals of whom at least (A) forty percent (40%) are residents of Worcester County, Maryland, and (B) eighty percent (80%) are residents of one of the following Maryland counties: (i) Worcester, (ii) Somerset, (iii) Wicomico, or (iv) Dorchester.

NOW, THEREFORE, for consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree and covenant as follows:

1. **Abatement of Personal Property Taxes**. Subject to the conditions set forth in Section 3 hereof, beginning on the Effective Date and continuing for each and every year during which the Projects are being operated (the "Term"), the County, pursuant to the PILOT Statute, shall abate eighty percent (80%) of the personal property taxes that would otherwise be assessed and payable on the Projects, and the Owner shall pay to the County, in lieu of such abated personal property taxes, one dollar ($1) each year during the Term.

2. **No Abatement of Real Property Taxes**. This Agreement shall have no effect with respect to any real property taxes assessed on the Projects.

3. **Use of Local Electrical Labor Force**.

A. As a condition to the abatement of personal property taxes pursuant to Section 1 hereof, the Owner shall engage an electrical labor force during construction phase of the Projects that is comprised of individuals of whom at least (A) forty percent (40%) are residents of Worcester County, Maryland, and (B) eighty percent (80%) are residents of one of the following Maryland counties: (i) Worcester, (ii) Somerset, (iii) Wicomico, or (iv) Dorchester. In complying with the requirements of this Section 3.A., the Owner shall be permitted to rely upon the representations of any Person with which the Owner contracts for electrical labor as to the county of domicile of any individual providing electrical labor for the Projects. Upon request by the County, the Owner shall provide written documentation to the County to reasonably evidence

compliance with this Section 3.A., which may consist of documentation provided by any Person with which the Owner contracts for electrical labor as to the county of domicile of any individual providing electrical labor for the Projects. For purposes of this Section 3.A., the term "Person" shall mean any corporation, company, partnership, limited liability company, association, any similar entity, or individual person. The sole consequence of the Owner's failure to comply with this Section 3.A. shall be the right of the County to terminate this Agreement.

B. In complying with the requirements of Section 3.A., the Owner shall use its best reasonable efforts to engage an electrical contractor that shall agree to design and execute an apprenticeship program at Worcester County Technical High School for up to twenty (20) students, for up to three (3) months, focusing on the skills necessary to successfully deploy solar energy. The Owner shall have no liability whatsoever in the event the electrical contractor engaged by the Owner does not establish and execute such an apprenticeship program. The failure of the electrical contractor engaged by the Owner to establish and execute such an apprenticeship program shall not in any way affect the obligation of the County to comply with its obligations and duties under this Agreement.

4. **Representations and Warranties**.

A. The Owner represents and warrants to the County that:

(i) The Owner is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Maryland;

(ii) The Owner is authorized to enter into this Agreement and the transactions contemplated herby, and to fully perform all of its obligations hereunder, and all requirements have be met, and procedures have occurred, in order to ensure the enforceability of this Agreement; and

(iii) The execution, delivery and performance of this Agreement by the Owner will not result in a breach of, default under or violation of any law, regulation, ordinance, administrative decree, order or agreement to which the Owner is subject or bound.

B. The County represents and warrants to the Owner that:

(i) The County is a body corporate and politic of the State of Maryland;

(ii) The County is authorized to enter into this Agreement and the transactions contemplated herby, and to fully perform all of its obligations hereunder, and all requirements have be met, and procedures have occurred, in order to ensure the enforceability of this Agreement;

(iii) The execution, delivery and performance of this Agreement by the County will not result in a breach of, default under or violation of any law, regulation, ordinance, administrative decree, order or agreement to which the County is subject or bound; and

(iv) The County has duly and properly authorized the [Chief Administrative Officer or President of the Board of County Commissioner] to execute and deliver this Agreement on behalf of the County.

5. **Attachment of Resolutions/Consents**. Attached hereto as **Exhibit A** is the written consent of [the manager/members of the Owner] authorizing [_____] to execute this Agreement. Attached hereto as **Exhibit B** is the resolution of the County authorizing [_____] to execute this Agreement.

6. **Successors and Assigns**. This Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the Owner.

7. **Complete Agreement**. This Agreement constitutes the complete and exclusive statement of the agreement among the parties hereto. This Agreement supersedes all prior written and oral statements.

8. **Counterparts/Electronic Signatures**. This Agreement may be executed in one or more counterparts all of which shall together constitute one and the same instrument. This Agreement may also be executed by facsimile or electronic signatures.

9. **Applicable Law**. All questions concerning the construction, validity, and interpretation of this Agreement, and the performance of the obligations imposed by this Agreement, shall be governed by the internal law, not the law of conflicts, of the State of Maryland.

(Signature Page Follows)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

OWNER:

[NAME OF ENTITY]

By: _____
Name: _____
Title: _____

COUNTY:

COUNTY COMMISSIONERS OF
WORCESTER COUNTY, MARYLAND

By: _____
Name: _____
Title: _____

EXHIBIT A

Written Consent of Owner

EXHIBIT B

Resolution of County

LONGVIEW
SOLAR

Worcester County PV Property Taxes

June 2016

Presentation from June 21 meeting

Longview Solar Proprietary and Confidential
ARY AND CONFIDENTIAL

AGENDA

- Longview's Worcester County Development Plans
- LS-Heron and LS-Seabeach Project Profiles
- Personal Property Tax Burden v. Incremental Public Expenditure

LONGVIEW'S WORCESTER COUNTY PROJECTS OFFER MANY BENEFITS

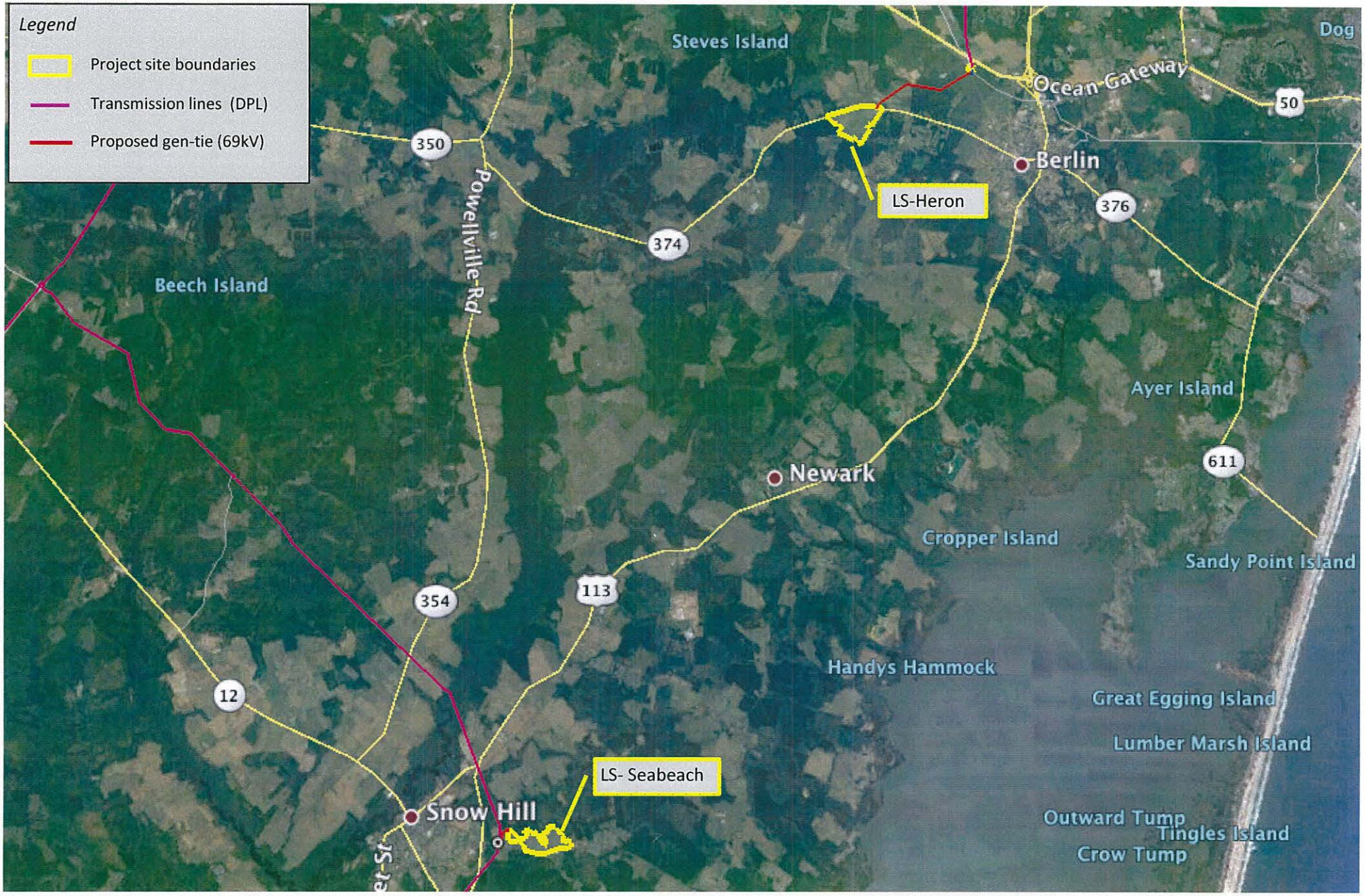
Longview Solar aims to construct two photovoltaic (PV) power plants on ~300 acres of Worcester County acreage. Through our interactions with a number of local citizens, businesses, and government employees, we have come to the conclusion that Worcester County will be an ideal locale for these power plants. The Worcester County community would benefit from the construction of these plants in the following ways:

	Specific Benefits
Real Property Tax Base Expansion	• Solar land use will more than double the assessed value of the acreage covered by the power plant infrastructure. This value increase will result in a real property tax payment increase of around two to three times the current parcels tax payments.
Additional Income for local Farming Families	• Longview's PV projects are located on non-ideal (size and/or sub-optimal soils) farming parcels owned by Worcester Counties farming families. These farming families are happy to put these sub-optimal farms into dormancy during our plants' energy operations • Our plants result in a net increase in incomes of local farming families via long term ground leases that require little attention or effort
Construction and Post Construction Employment	• 40-60 design and construction jobs are expected to be required for a 6-9 month period; ~$5 million in wages to be paid to Eastern Shore laborers and tradesmen • 1-2 part-time operations personnel will be utilized for ongoing O&M & approximately $30k+ in annual spend that will be locally absorbed
Natural Resource Conservation	• Our PV plants will reduce aggregate groundwater utilization for the local community. Per acre, PV plants consume less than 1/10 of the ground water required for ag or residential use • These plants will require minimal grading and utilize very little small amounts of subsurface concrete or rock. As such, the soils of the underlying farms will be preserved and maintained. Farms converted to PV power plants can easily be returned to farming production, with little to no impact to the underlying soils.

AGENDA

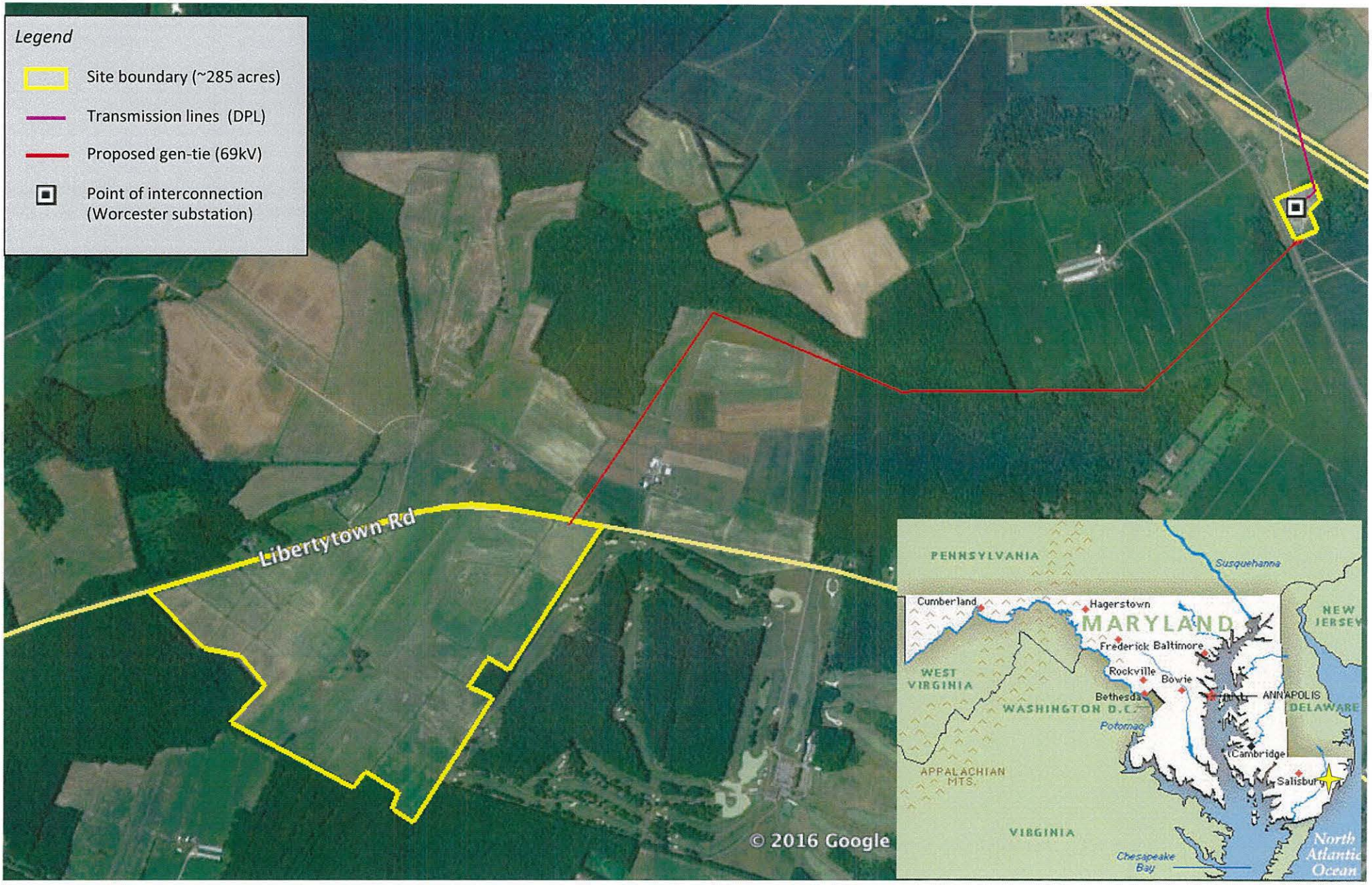
- Longview's Worcester County Development Plans
- LS-Heron and LS-Seabeach Project Profiles
- Personal Property Tax Burden v. Incremental Public Expenditure

WORCESTER COUNTY PROJECT SITES

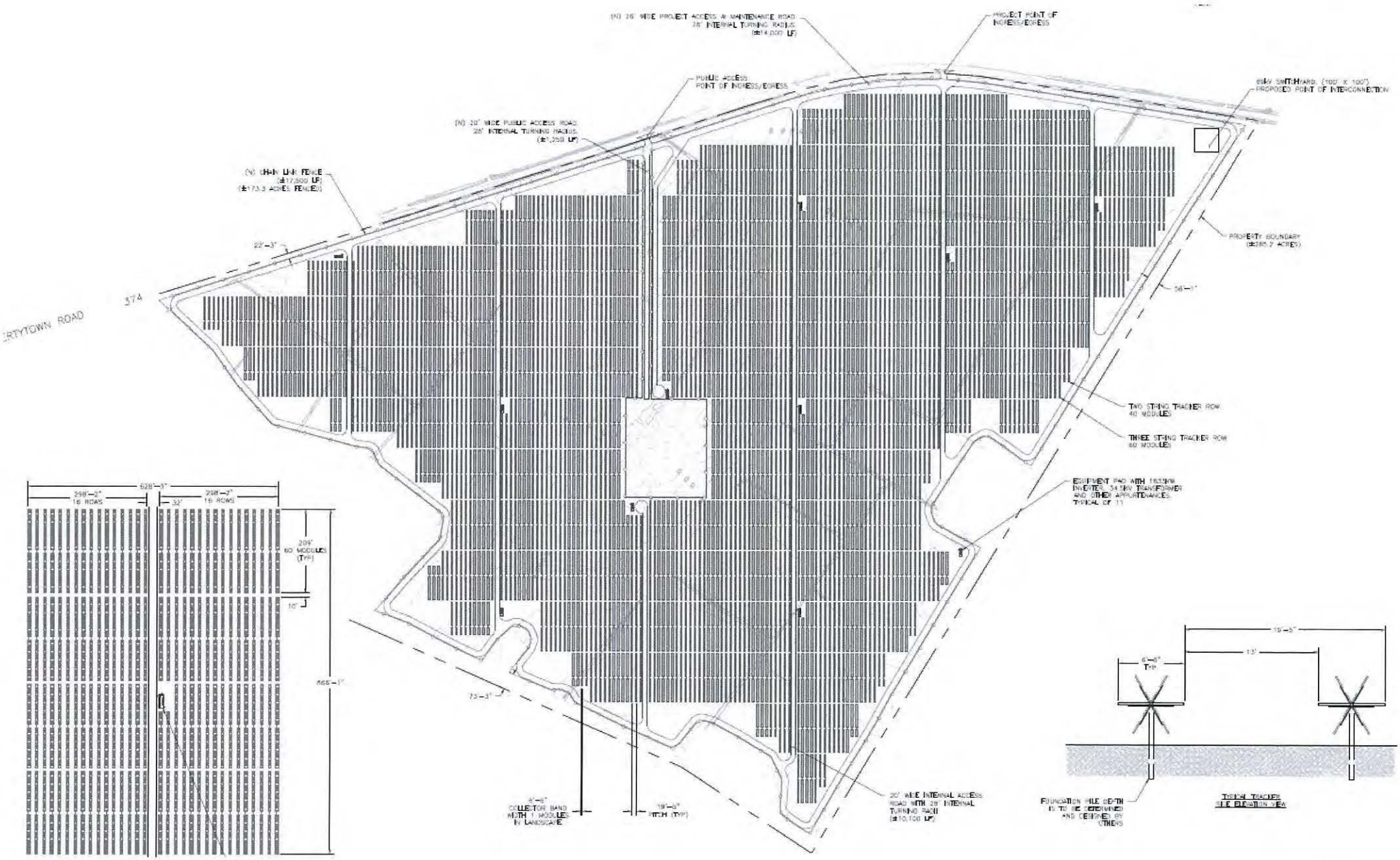


LONGVIEW SOLAR PROPRIETARY AND CONFIDENTIAL

LS-HERON – 20 MWac

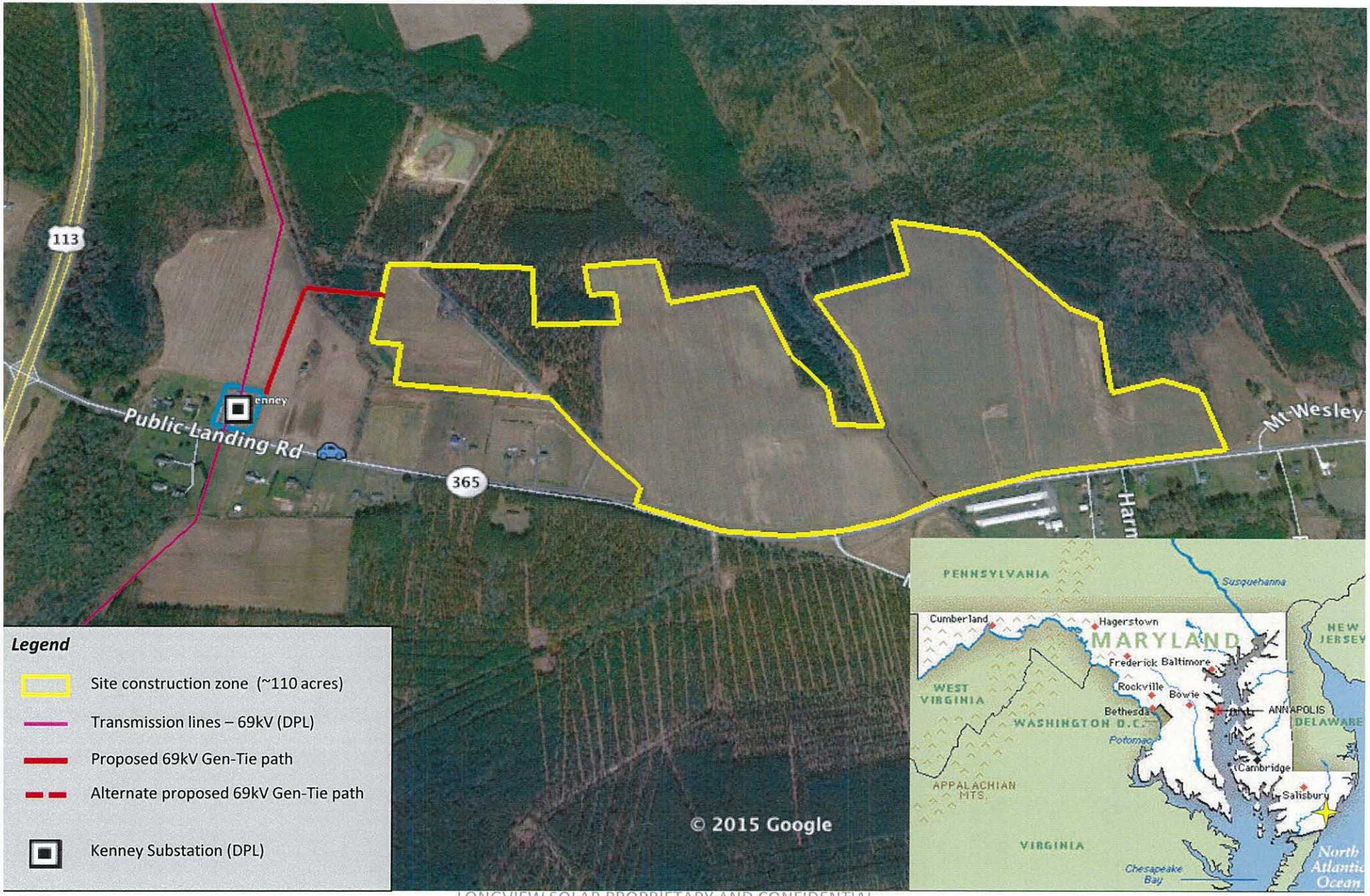


LS-HERON LAYOUT– 20 MWac

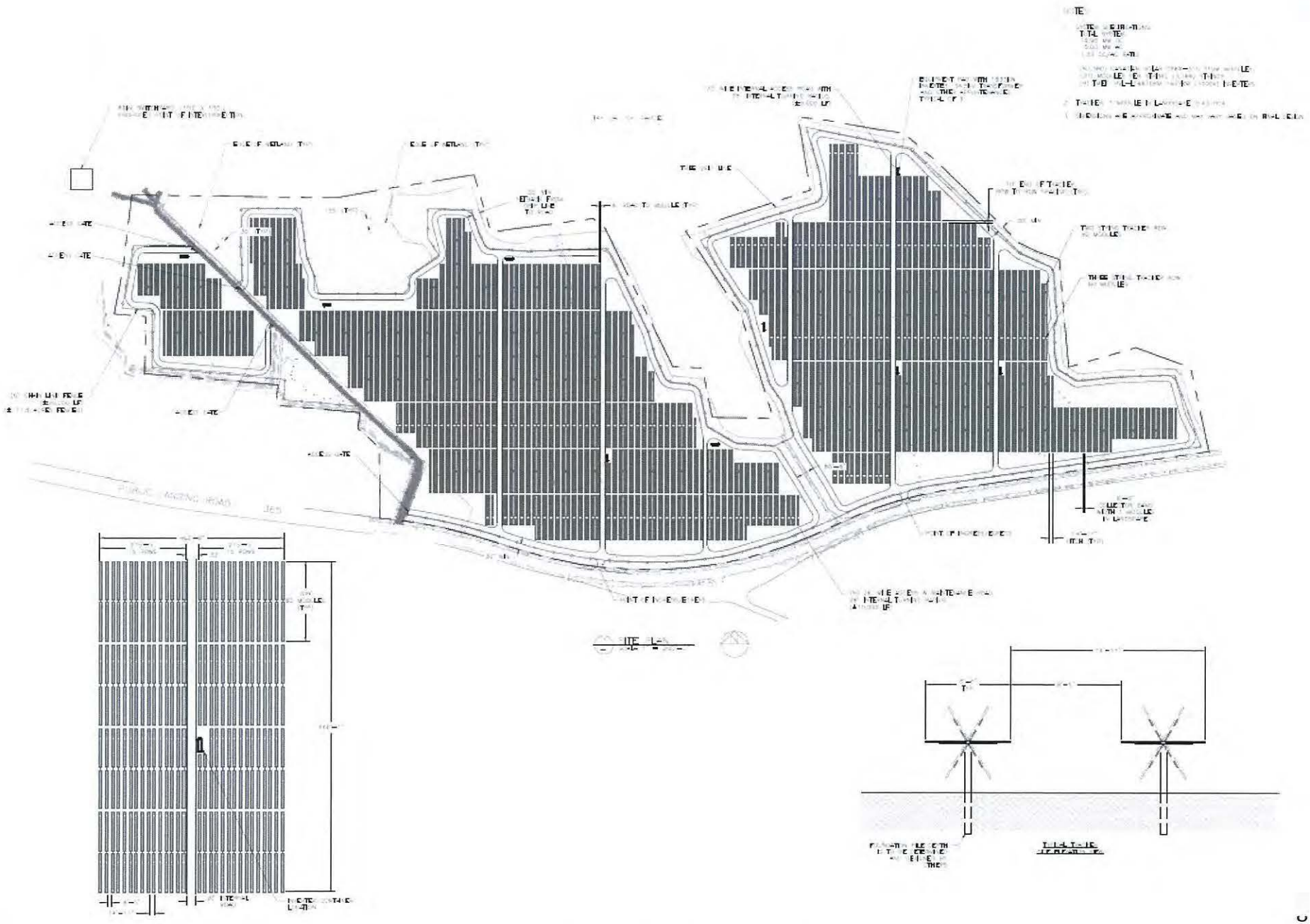


LONGVIEW SOLAR PROPRIETARY AND CONFIDENTIAL

LS-SEABEACH – 15MWac

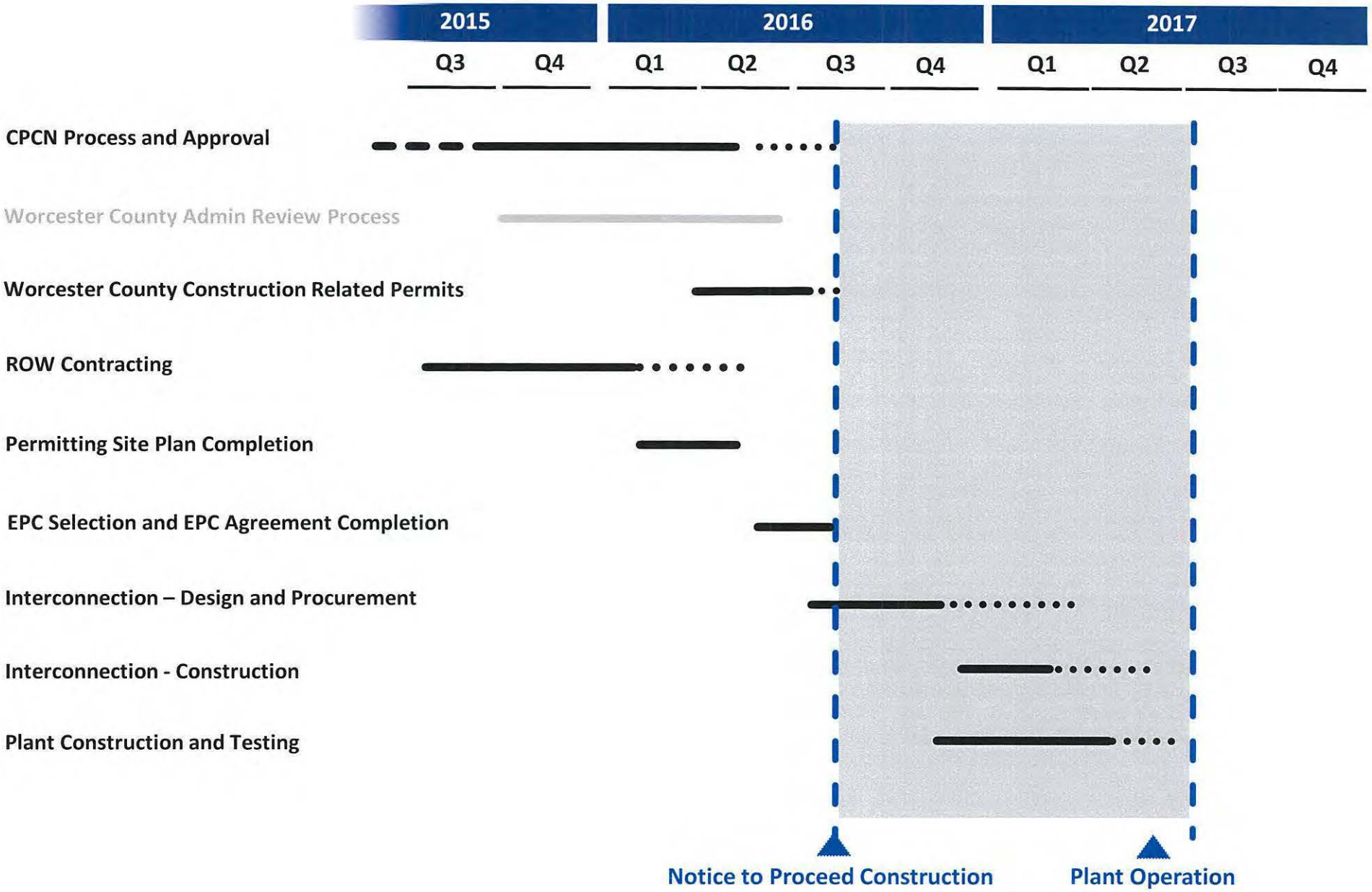


LS-SEABEACH LAYOUT – 15MWac



LONGVIEW SOLAR PROPRIETARY AND CONFIDENTIAL

LS-HERON & LS-SEABEACH PERMITTING AND CONSTRUCTION TIMELINE



AGENDA

- Longview's Worcester County Development Plans
- LS-Heron and LS-Seabeach Project Profiles
- Personal Property Tax Burden v. Incremental Public Expenditure

PERSONAL PROPERTY TAX RATE v. INCREMENTAL PUBLIC EXPENDITURE

- The construction of LS-Heron and LS-Seabeach will result in the addition of ultra-low maintenance energy infrastructure to Worcester County's asset base
  - The operation of these plants will require no full time employees and no fuel stock responsibilities, so almost no traffic (post construction) will be added to the roads of Worcester County by these projects
  - Other county support services such as education, emergency healthcare, waste disposal, water treatment, emergency fire and safety services, and various other county facilitated cost centers will see almost no new net costs from the establishment of these plants

- The current personal property tax rate of Worcester County would result in a Y1 Personal Property tax bill of ~$300k for LS-Seabeach and ~$400k for LS-Heron
  - These local personal property tax bills only fall 3% a year, so the aggregate tax bill is a large enough drag on the project's economics are large enough to put these projects' financings in jeopardy
  - Other MD counties have a low/zero personal property tax rate. If counties with relatively high personal property tax rates (such as Worcester) do not make some accommodation, counties such as Frederick, Talbot and Queen Anne's will start to see the lion share of large scale solar deployment

<u>Proposed</u>: We ask that Worcester County consider abating 80% of LS-Heron and LS-Egret's Personal Property taxes for the life of the asset. The resulting tax receipts from such an agreement would still more than quintuple the current tax income generated from the Worcester County parcels we're seeking to build on.

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CURRENT V. PROPOSED SCENARIO COMPARISON OF PARCEL TAX REVENUES

(all $'s in thousands)

Current Tax Revenues Property Taxes (all $'s in thousands)	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15
Land (Real Property)															
Farms on LS-Seabeach Parcels	$ 6.0	$ 6.0	$ 6.0	$ 6.0	$ 6.0	$ 6.0	$ 6.0	$ 6.0	$ 6.0	$ 6.0	$ 6.0	$ 6.0	$ 6.0	$ 6.0	$ 6.0
Farm on LS-Heron Parcel	$ 8.5	$ 8.5	$ 8.5	$ 8.5	$ 8.5	$ 8.5	$ 8.5	$ 8.5	$ 8.5	$ 8.5	$ 8.5	$ 8.5	$ 8.5	$ 8.5	$ 8.5
Estimated Real + Personal Property Tax Income for Current Farms (1)	**$ 14.5**	**$ 14.5**	**$ 14.5**	**$ 14.5**	**$ 14.5**	**$ 14.5**	**$ 14.5**	**$ 14.5**	**$ 14.5**	**$ 14.5**	**$ 14.5**	**$ 14.5**	**$ 14.5**	**$ 14.5**	**$ 14.5**

Proposed Tax Scenario (80% abatement of Personal Property Rates) Property Taxes (all $'s in thousands)	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15
Land (Real Property)															
PV Plants on LS-Seabeach Parcels	$ 17.0	$ 17.0	$ 17.0	$ 17.0	$ 17.0	$ 17.0	$ 17.0	$ 17.0	$ 17.0	$ 17.0	$ 17.0	$ 17.0	$ 17.0	$ 17.0	$ 17.0
PV Plants on LS-Heron Parcels	$ 23.0	$ 23.0	$ 23.0	$ 23.0	$ 23.0	$ 23.0	$ 23.0	$ 23.0	$ 23.0	$ 23.0	$ 23.0	$ 23.0	$ 23.0	$ 23.0	$ 23.0
Estimated Total Real Property Taxes under Proposed Tax Scenario (2)	$ 40.0	$ 40.0	$ 40.0	$ 40.0	$ 40.0	$ 40.0	$ 40.0	$ 40.0	$ 40.0	$ 40.0	$ 40.0	$ 40.0	$ 40.0	$ 40.0	$ 40.0
Improvements (Personal Property)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
PV Plants on LS-Seabeach Parcels	$ 56.4	$ 54.5	$ 52.6	$ 50.6	$ 48.7	$ 46.7	$ 44.8	$ 42.8	$ 40.9	$ 38.9	$ 37.0	$ 35.0	$ 33.1	$ 31.1	$ 29.2
PV Plants on LS-Heron Parcels	$ 74.2	$ 71.7	$ 69.1	$ 66.6	$ 64.0	$ 61.4	$ 58.9	$ 56.3	$ 53.8	$ 51.2	$ 48.6	$ 46.1	$ 43.5	$ 41.0	$ 38.4
Estimated Total Personal Property Taxes under Proposed Tax Scenario (3)	$ 130.7	$ 126.2	$ 121.7	$ 117.2	$ 112.7	$ 108.2	$ 103.7	$ 99.1	$ 94.6	$ 90.1	$ 85.6	$ 81.1	$ 76.6	$ 72.1	$ 67.6
Estimated Real + Personal Property Tax Income in Proposed Tax Sccenario (4)	**$ 170.7**	**$ 166.2**	**$ 161.7**	**$ 157.2**	**$ 152.7**	**$ 148.2**	**$ 143.7**	**$ 139.1**	**$ 134.6**	**$ 130.1**	**$ 125.6**	**$ 121.1**	**$ 116.6**	**$ 112.1**	**$ 107.6**
Net Gain under Proposed Tax Scenario (5)	$ 156.2	$ 151.7	$ 147.2	$ 142.7	$ 138.2	$ 133.7	$ 129.2	$ 124.6	$ 120.1	$ 115.6	$ 111.1	$ 106.6	$ 102.1	$ 97.6	$ 93.1
Total Increase in Property Tax Rev over first 15 years of Plant Life (6)	**$ 1,870**														
Total NPV of Increase in Property Tax Rev over first 15 years of Plant Life (7)	**$ 1,153**														

SCENARIO COMPARISON OF PARCEL TAX REVENUES - NOTES

1. Estimated Real + Personal Property Tax Income for Current Farms – assumes negligible personal property tax income for parcels that Longview plans to convert to PV plants

2. Estimated Total Real Property Taxes under Proposed Tax Scenario – the increased PV Plant land rent rates result in real property revenues that are almost triple the current real property income

3. Estimated Total Personal Property Taxes under Proposed Tax Scenario – proposed tax scenario would generate an average, incremental $100k a year in Worcester County personal property tax income, for the first 15 years of the plants' operations

4 less 1 equals 5 Net Gain Under Proposed Tax Structure – proposed tax scenario would increase total property tax revenue from ~$15k to ~$170k in Y1

6. Total Increase in County Rev over first 15 Years of Plant Life – the sum of the all additional tax revenue that both PV plants would provide during the first 15 years of both plants' operations is just over $1.8 million dollars

7. Total NPV of Increase in County Rev over first 15 Years of Plant Life – the sum of the all additional tax revenue that both PV plants would provide during the first 15 years of both plants' operations, discounted back to a net presented value (utilizing a discount rate of 7.5%) is just over $1.1 million dollars

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APPENDIX

LONGVIEW SOLAR IS A JV BETWEEN ELEMENTAL ENERGY AND TUUSSO ENERGY

TUUSSO ENERGY

Utility-scale solar developer with US market expertise & track record

LONGVIEW SOLAR

- Joint venture formed to develop US solar projects by 2016
- 200MW of solar currently under development throughout the US

elemental energy

Owner/operator & developer of renewable energy projects in North America

- Over 650MW of renewable energy projects currently in development or operational
- Ability to fund projects through development, construction, and own/operate post-COD

COMPANY OVERVIEW

- TUUSSO Energy, LLC is a utility-scale solar developer focused on large-scale photovoltaic projects in the United States. The company is privately held by investors including Pivotal Investments and other individual investors.
- TUUSSO targets agriculturally disturbed sites with access to transmission infrastructure where we can minimize both environmental impact and network upgrades. TUUSSO is technology agnostic among commercially proven PV systems, allowing it to employ the most cost effective technologies as they mature.
- Since 2008, TUUSSO has developed two 20MW solar projects in California. The first project, under contract with Southern California Edison, is currently operational and owned by NRG. The second project, under contract with Pacific Gas & Electric, will begin construction in early 2014

- Elemental Energy is a renewable energy developer and investor, with operating projects in the US and Canada as well as a strong pipeline of projects in various stages of development.
- Elemental Energy is a wholly owned subsidiary of JH Investments, a family office holding company founded and owned by Joe Houssian, with substantial holdings and business interests across multiple industries. Mr. Houssian was the founder, former CEO, and major shareholder of Intrawest Corporation, – an international resort and real estate development company responsible for the success of Whistler Blackcomb as well as dozens of award-winning golf courses, villages and developments around the world – which was sold to Fortress Investments for $2.8 Billion. JH Investments currently maintains ownership interests in companies including:
    - Intracorp Canada & Intracorp US: A leading residential developer in North America for over 30 years
    - Intracorp Capital: The venture investment arm of Intracorp US
    - Taylor Morrison: JH Investments led the $950m acquisition of Taylor Morrison in 2011, one of the largest home builders in the US. JH Investments partnered with Texas Pacific Group and Oak Tree Capital on the acquisition and subsequently completed an IPO in 2013
    - Replay Resorts: A resort property developer and manager with interests in Hawaii and the Caribbean
    - Pacific Industrial Holdings: A Western Canadian construction company
    - Precision Aerospace Group: An aerospace services company
    - Firemaster Oilfield Services: Oilfield services company founded in 1980 and based in Calgary, Alberta

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

OFFICE OF THE TREASURER

Worcester County

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SNOW HILL, MARYLAND
21863

PHILLIP G. THOMPSON, CPA
FINANCE OFFICER

JENNIFER C. SWANTON, CPA
ASSISTANT FINANCE OFFICER

MEMORANDUM

TO: Harold Higgins, Chief Administrative Officer
FROM: Phil Thompson, Finance Officer PGT
Jennifer Swanton, Assistant Finance Officer
DATE: June 13, 2016
RE: Longview Solar Request for Tax Abatement

The purpose of this memo is to respond to the request from Longview Solar for a personal property tax abatement and to quantify the potential tax revenue implications to the County.

The properties proposed for two separate solar facilities are located in the Libertytown and Snow Hill areas of the County (shown on pages 5 and 7 of their Power-Point presentation). The properties are currently farm fields that with their agricultural assessments generate approximately $3,000 in County real property taxes annually. The potential new assessments, which would be based on land lease values (using Longview Solar estimates) would bring in approximately $40,000 in County real property taxes annually.

Personal property taxes will be assessed on the improvements to the properties including the actual solar panels, the racks or supporting structures, and the related infrastructure required to connect to the electric grid. The Longview Solar presentation accurately notes that there are a few counties in the state which do not charge personal property taxes and three of them are on the Eastern Shore. It is also important to point out that Worcester County's personal property tax rate is the second lowest of the remaining 18 jurisdictions at $2.0875 per $100 in value. In addition, the State provides a 50% personal property tax exemption for improvements at solar facilities.

The estimated personal property values given by Longview Solar for the two projects are $28.07M and $36.82M for the Seabeach and Heron projects respectively or $64.89M in total. Under current Maryland law, solar personal property is eligible for a 50% exemption and must be depreciated over 30 years with a 25% floor. As a result, in the first year $32.45M of the $64.89M total improvements would be subject to personal property tax. For personal property tax assessments, the value of the improvements would decrease by 3.33% each year

for approximately 23 years until it reaches 25% of its original value or $8.11M. The assessed value by year is listed in the attached table. The third column shows the personal property taxes that would be assessed at the County's current personal property tax rate of 2.0875%. The fourth and fifth columns show the requested 80% abatement and the net tax due over the next 30 years. As you can see from the fourth column labeled "Proposed Abatement" the requested 80% abatement will cost the County $8.43M in lost revenue based on the current rates over the next 30 years.

Traditionally any credits or exemptions to taxes that have been considered by the County have been with the mindset that job creation and growth were part of the trade-off in lost tax revenues. Clearly, with Longview Solar this is not the case and their presentation clearly states that they anticipate 1-2 part-time operations personnel long-term with annual expenditures totaling $30k+. This is not to discount or ignore the capital outlay to construct the facilities and the likelihood that it will involve some local contractors, however the long-term benefits to the County appear to be negligible at best.

An additional concern is that by approving this request the County would set a precedent that future solar projects would be eligible for the abatement which could result in a substantial influx of "new" projects. I am aware of 2 additional proposed utility scale solar projects that may be developed in the County. One is currently being reviewed by the Public Service Commission and the other is anticipated to be filed in the near future. If approved could dramatically increase the amount of "lost revenue" to the County in the near future. To date neither of these projects has inquired about a tax abatement or any other form of tax relief and I can only assume that their business plan and financial feasibility study is not dependent upon such tax relief.

Based on this analysis I cannot support the request for an 80% personal property tax abatement for the Longview Solar projects. I firmly believe that the 50% personal property tax exemption provided by the State combined with our local personal property tax rate that is lower than 17 of Maryland's 24 jurisdictions provides sufficient relief for this and any other solar energy providers looking to do business in Worcester County.

Longview Solar - Estimated Personal Prop. Tax and Proposed Abatement

Year	Assessed value*	Total PP tax	Proposed Abatement - 80%	Net Tax Due after abatement
0	$ 32,446,000			
1	$ 31,364,467	$ 654,733	$ (523,787)	$ 130,947
2	$ 30,282,933	$ 632,156	$ (505,725)	$ 126,431
3	$ 29,201,400	$ 609,579	$ (487,663)	$ 121,916
4	$ 28,119,867	$ 587,002	$ (469,602)	$ 117,400
5	$ 27,038,333	$ 564,425	$ (451,540)	$ 112,885
6	$ 25,956,800	$ 541,848	$ (433,479)	$ 108,370
7	$ 24,875,267	$ 519,271	$ (415,417)	$ 103,854
8	$ 23,793,733	$ 496,694	$ (397,355)	$ 99,339
9	$ 22,712,200	$ 474,117	$ (379,294)	$ 94,823
10	$ 21,630,667	$ 451,540	$ (361,232)	$ 90,308
11	$ 20,549,133	$ 428,963	$ (343,171)	$ 85,793
12	$ 19,467,600	$ 406,386	$ (325,109)	$ 81,277
13	$ 18,386,067	$ 383,809	$ (307,047)	$ 76,762
14	$ 17,304,533	$ 361,232	$ (288,986)	$ 72,246
15	$ 16,223,000	$ 338,655	$ (270,924)	$ 67,731
16	$ 15,141,467	$ 316,078	$ (252,862)	$ 63,216
17	$ 14,059,933	$ 293,501	$ (234,801)	$ 58,700
18	$ 12,978,400	$ 270,924	$ (216,739)	$ 54,185
19	$ 11,896,867	$ 248,347	$ (198,678)	$ 49,669
20	$ 10,815,333	$ 225,770	$ (180,616)	$ 45,154
21	$ 9,733,800	$ 203,193	$ (162,554)	$ 40,639
22	$ 8,652,267	$ 180,616	$ (144,493)	$ 36,123
23	$ 8,111,500	$ 169,328	$ (135,462)	$ 33,866
24	$ 8,111,500	$ 169,328	$ (135,462)	$ 33,866
25	$ 8,111,500	$ 169,328	$ (135,462)	$ 33,866
26	$ 8,111,500	$ 169,328	$ (135,462)	$ 33,866
27	$ 8,111,500	$ 169,328	$ (135,462)	$ 33,866
28	$ 8,111,500	$ 169,328	$ (135,462)	$ 33,866
29	$ 8,111,500	$ 169,328	$ (135,462)	$ 33,866
30	$ 8,111,500	$ 169,328	$ (135,462)	$ 33,866
		$ 10,543,463	$ (8,434,770)	$ 2,108,693

*** Reflects a 50% exemption provided by current Maryland law.**

MEREDITH M. MEARS
Director
mmears@co.worcester.md.us

JOHN AZZOLINI
Deputy Director
jazzolini@co.worcester.md.us

100 Pearl Street Suite B
Snow Hill, Maryland 21863
Phone: 410-632-3112
Fax: 410-632-5631

DEPARTMENT OF
ECONOMIC DEVELOPMENT

Worcester County

To: **Worcester County Commissioners**
Harold Higgins, Chief Administrative Officer

From: **Merry Mears, Director of Economic Development**

Date: **June 9, 2016**

Re. **Longview Solar - Request for Tax Abatement**

Longview Solar, a joint venture formed to develop U.S. commercial scale solar projects by 2016, is requesting a tax abatement from Worcester County for 2 projects currently in the development phase (LS-Heron, located at 8823 Libertytown Road, and LS-Seabeach, located at 6293 Public Landing Road).

Byron Crawford, of Longview Solar, and I have met to discuss the intricacies of project financing and the potential of positive economic impacts to the County. If the County Commissioners are inclined to authorize a tax abatement for Longview, I strongly recommend and encourage the following:

1) Longview Solar shall name a Worcester County business or businesses to be the recipient of a contract to develop the property. If the project happens to be sold by Longview Solar during the process of development, I encourage the tax abatement agreement to be null and void if the buyer of the project chooses not to honor the contract with the identified Worcester County business or businesses.

2) Longview Solar shall require the identified Worcester County based business or businesses to employ a large percentage (if not 100%) of Worcester County residents in the development of the project.

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

Deborah Goeller, R.N., M.S.
Health Officer

3

MEMORANDUM

TO: Kathy Whited

DATE: June 20, 2016

FROM: Julia Parker JP

RE: FY17 Core Public Health Services Funding Agreement

Attached is the FY2017 Core Public Health Services Funding Agreement which needs the signature of the Commissioner's President Madison J. Bunting, Jr.

When completed, please call me at 410 632-1100 ext 1215 and I will arrange to have it picked up.

Thank you for your help.

RECEIVED
JUN 20 2016
Worcester County Admin

REVIEWED Kathy Whited 6/20/16
Worcester County Budget Officer

Core Public Health Services Funding Agreement
July 1, 2016 through June 30, 2017

The Department of Health and Mental Hygiene and Worcester County agree as follows:

1. The amounts listed below are State and local funding available for Core Local Health Services. The State share is limited to the expenditures declared eligible for matching in COMAR 10.04.01 Funding for Core Local Health Services.

(a) State Department of Health and Mental Hygiene shall provide funds as follows:	Match %	Amount	TOTALS
Match Percentage (%) STATE	26.7287%		
State Match amount		$703,788	
Additional State dollars for Core (COLA adjustment)		$0	
Subtotal - State Share of match			$703,788
Federal Dollars in Core			$41,206
Total STATE funds			$744,994

(b) Worcester County shall provide funds as follows:			
Match Percentage (%) LOCAL	73.2713%		
Required Match (local funds required for match)		$1,929,292	
100% Local funds eligible for match (beyond match requirement)		$3,198,529	
Subtotal		$5,127,821	
100% Local funds (LHD) not eligible for match		$578,818	
Total LOCAL funds			$5,706,639
Total Funds			$6,451,633

2. Political subdivision wishes to purchase biologicals through a master contract, which will be written annually by the State.

YES
(yes or no)

3. Political subdivision elects to be paying agent for items other than salaries.

NO
(yes or no)

2

4. Person authorized to approve bills before processing by fiscal authorities.

Julia A. Parker
(SIGNATURE)

Julia A. Parker
(Print Name)

5. Political subdivision certifies that it will comply with the requirements of COMAR 10.04.01 Title 10 DEPARTMENT OF HEALTH AND MENTAL HYGIENE Subtitle 04 FISCAL Chapter 01 Funding for Core Local Health Services and materials for all actions up to the date of signature of this agreement have been furnished to the State Department of Health and Mental Hygiene or are attached to this document.

6. Political subdivision elects to audit State financial records.

NO
(yes or no)

7. Advance plan and budget are acceptable to political subdivision.

YES
(yes or no)

8. This award is based on anticipated State funding levels (General and Federal funds) and is subject to change. Written notification will be provided to the local health officer if funding levels are modified.

Date: _____ _____
(Secretary, DHMH)

Date: 6/20/16 _____
(Local Health Officer)

Date: _____ _____
(Local Executive Authority)

3

Expense Budget Worksheet Report

Budget Year 2017

Account	Account Description	2017 Adopted Budget
Fund **100 - General Fund**		
EXPENSE		
Department **1301 - Health Department**		
6100.010	Administrative Expense Administrative Expenses	.00
6100.165	Administrative Expense Meeting Expense	3,000.00
6550.030	Building Site Expenses Carpet/VCT Cleaning	7,200.00
6550.040	Building Site Expenses Cleaning Contract	68,270.00
6550.050	Building Site Expenses Custodial Supplies	350.00
6550.060	Building Site Expenses Electricity	121,279.00
6550.070	Building Site Expenses Elevator Testing	2,500.00
6550.080	Building Site Expenses Fire Alarm Testing	2,350.00
6550.081	Building Site Expenses Fire Extinguishers	327.00
6550.085	Building Site Expenses Generator Fuel Oil	1,250.00
6550.090	Building Site Expenses General Maintenance Repairs	47,137.00
6550.100	Building Site Expenses Generator Services	2,900.00
6550.110	Building Site Expenses Heating Fuel Oil	13,500.00
6550.120	Building Site Expenses Heating Propane	80,935.00
6550.124	Building Site Expenses HVAC Loop Water Treatment	2,250.00
6550.135	Building Site Expenses Insurance Claim Expenses	.00
6550.180	Building Site Expenses Pest Control/Termite Insp	1,375.00
6550.220	Building Site Expenses Security Alarm Monitoring	1,095.00
6550.230	Building Site Expenses Security System Expenses	75.00
6550.242	Building Site Expenses Sewage Pump Monitoring	500.00
6550.250	Building Site Expenses Sprinkler Testing	3,300.00
6550.255	Building Site Expenses Stormwater Utility Fee	200.00
6550.270	Building Site Expenses Telephone	48,779.00
6550.280	Building Site Expenses Tipping Fees	1,620.00
6550.300	Building Site Expenses Trash Removal	4,610.00
6550.310	Building Site Expenses Water & Sewer	4,200.00
6550.320	Building Site Expenses Water Treatment	150.00
7120.050	Other Non-Matching Expenses Health Dept Ocean City	11,000.00
7120.060	Other Non-Matching Expenses Health Dept On Call	26,468.00
7120.200	Other Non-Matching Expenses Local Management Board	10,000.00
7120.350	Other Non-Matching Expenses School Safety	112,198.00
7130.020	Matching Appropriation Health Department State Share	5,127,821.00
	Department **1301 - Health Department** Totals	$5,706,639.00

Approved

DEPARTMENT BUDGET SUMMARY

Department or Agency:	Health Department	Department Number:	1301
Fund: 100	General Fund	Function:	Health & Hospitals

Mission Statement:

To Promote health, well being and a safe environment. The Health Department does this by assessing community needs, developing appropriate policy to promote health and well being, and providing or assuring the provision of needed quality health services.

PROGRAM SERVICES: (STATISTICS)

- FY15 Client Services Total: 95,890 compared to FY14 Client Services Total 99,528. We switched to a new electronic medical records program and some service counts were unable to be reported during this transition. A slight decrease in the number of services this year is due to the difficulty in reporting numbers during the transition.
- FY15 Client Services By Location: Berlin - 22,108 ; Snow Hill - 20,702; WACS - 11,914; Ocean City - 314; Pocomoke - 7,629; C4CS - 1,970, Market Square - 4,319.
- FY15 Client Services By Location: Jail - 839; Home - 8,012; School - 8,568; Other - 9,515
- FY15 Client Services By Program: Community Health Nursing - 10,325; Case Management - 19,740; Mental Health - 44,926; Substance Abuse - 20,899
- FY15 Environmental Health Inspections: Food Services Facilities - 887; Field Visits (re-inspections, outbreak/complaint investigations, etc.) - 411; Temporary Food Services - 109; Pool/Spa - 3,046; Body Piercing - 88; Investigations--Rabies/Animal Bites - 444; Bed Bugs - 43; General Nuisance - 50.
- FY15 County Employee Immunizations - 74;
  FY15 Performance Measures on Grant Funded Programs (see attached);

Expenditures:

Expenditure Category	Actual FY2014	Actual FY2015	Adopted Budget FY2016	Adopted Budget FY2017	% Change
Personnel Services	$ -	$ -	$ -	$ -	0.0%
Supplies & Materials	412	352	3,000	3,000	0.0%
Maintenance & Services	407,445	437,131	387,990	416,152	7.3%
Other Charges	4,613,752	5,197,850	5,199,165	5,287,487	1.7%
Interfund Charges					0.0%
Capital Outlay					0.0%
Debt Service					0.0%
Total	$ 5,021,608	$ 5,635,333	$ 5,590,155	$ 5,706,639	2.1%

DEPARTMENT BUDGET SUMMARY

Department or Agency:	Health Department	Department Number:	1301
Fund: 100	General Fund	Function:	Health & Hospitals

Staffing (Full Time Equivalent):

Position Title:	Actual FY2014	Actual FY2015	Adopted Budget FY2016	Budget Request FY2017	% Change
No County Positions	0.0	0.0	0.0	0.0	
Total	0.0	0.0	0.0	0.0	0.0

Summary of Significant Budget Increase/Decreases

Description of Increase/Decrease	$ Increase/ Decrease	% Inc/(Dec)
Increases due to State Salary & benefits and building operating costs	$ 116,484	2.1%

Contact Information

Name:	Deborah Goeller	Address 1:	P.O. Box 249
Title:	Health Officer	Address 2:	6040 Public Landing Rd
Email:	Deborah.Goeller@maryland.gov	City/State:	Snow Hill, Maryland
Telephone:	410 632-1100	Zip Code:	21863

Worcester County Health Department

Budget Comparison Report

	Approved FY2017 Budget		Request FY2017 Budget		Approved FY2016 Budget		Approved FY2015 Budget		FY2014 Budget		FY2013 Budget	
Administrative												
Non-Matching												
Meeting Expense	3,000		3,000		3,000		3,000		3,000		3,000	
Salary Supplement												
Ocean City	11,000		11,000		11,000		11,000		11,000		11,000	
On Call	26,468		26,468		26,468		26,468		26,468		26,468	
LMB	10,000		10,000		10,000		10,000		10,000		10,000	
Total Non-Matching		50,468		50,468		50,468		50,468		50,468		50,468
Matching												
Salaries and Benefits	3,965,195		3,965,195		3,913,415		3,908,163		3,620,398		3,411,412	
Unfunded Benefits	504,875		555,037		518,119		518,119		593,474		513,676	
Contractuals Health Benefits	389,209		339,723		339,423		372,137					
Core Funding Reduction	27,462		27,462		27,462							
Operating Expenses	433,080		433,080		433,080		433,080		433,080		433,080	
Less Collections	-192,000		-192,000		-192,000		-192,000		-192,000		-192,000	
Total Matching		5,127,821		5,128,497		5,039,499		5,039,499		4,454,952		4,166,168
Maintenance and Service		416,152		416,152		387,990		403,990		403,990		394,708
Safer Schools		112,198		112,198		112,198		112,198		112,198		
NEW - Safer Schools - Expansion		0		77,557		0		0		0		
Total Budget		5,706,639		5,784,872		5,590,155		5,606,155		5,021,608		4,611,344

6

Worcester County
Department of Recreation & Parks

Paige Hurley, Director

6030 Public Landing Road, Snow Hill, Maryland 21863
410.632.2144 • Fax: 410.632.1585

4

June 28, 2016

To: Harold Higgins
From: Paige Hurley PH
Re: Department of Recreation & Parks – Recreation Center Speaker System Journal Entry

The Department of Recreation & Parks is requesting to complete a journal entry for the Recreation Department in order to purchase a new speaker system upgrade for the Recreation Center.

Since the addition to the recreation center has been completed and the new telephone system installed, we have discovered the paging and audio system does not meet all our requirements for announcements with clarity and complete volume control. The current audio and paging system has a hum and vibration noise that is heard through the speakers. In order for staff and visitors to hear the radio and/or paging, the volume needs to be turned up which in turn causes the hum to get louder. IT Manager, Brian Jones met with Tele Plus, who has provided the attached quote that would allow us to replace the current audio and paging system. This new system would not only meet our requirements but would join together the new phone system and wireless microphones in the gymnasium. The cost for the speaker system would be $4,875.67.

This is a request to transfer $4,875.67, for a onetime purchase, into account 100.1601.400.6130.025, Equipment Maintenance Equipment Upgrades. The funds available for this transfer request are in account 100.1601.400.6550.120, Building Site Expenses Heating Propane. Thank you, in advance, for your consideration of this request. Please feel free to contact me at 410-632-2144, extension 2505 if you have questions or if I can be of assistance.

RECEIVED
JUN 29 2016
Worcester County Admin

Delmarva TELE PLUS, INC
A Business Communications, Co.
300 B Mill Street
Salisbury, Maryland 21801
410-546-5150 - Fax 410-548-2265

Telecommunications Division

ESTIMATE

Bill To: Worcester County
One West Market St.
Snow Hill, MD 21863
Attn: Brian Jones

Date: 6/20/2016
Prepared By: Billy Tingle

Reference: *REC Building Speaker System*

Description / Scope of Work:

Install a 400 watt six input amp / mixer for track / court area.

Install a 200 watt six input amp / mixer for all other areas.

Install a CD player with a USB port for other audio connections.

Install a AM/FM tuner with a indoor amplified antenna.

Connect exsisting microphone equipment to new amp.

Connect paging to amps with paging cut off.

Payment Terms:
A 50% deposit is due upon acceptance and signing of the sales agreement.
The remaining balance is due upon completion.

TOTAL: $4,875.67

Thank You for your Business!

Prepared By: Billy Tingle

Authorization to Proceed to Contract: _____ Date: _____

{We hereby accept the specifications, terms and conditions as detailed above, and authorize Delmarva Tele-Plus to proceed with the work as quoted.}

2

5

Reggie T. Mason
Sheriff

OFFICE OF SHERIFF

John D. Smack III
Chief Deputy

SINCE 1742

ONE WEST MARKET STREET, ROOM 1001
SNOW HILL, MARYLAND 21863-1072
410-632-1111
FAX: 410-632-3070

Reviewed by Budget Accountant
Date: 6/28/16 By: Kim Watts

TO: Worcester County Commissioners
FROM: Chief Deputy Dale Smack, Program Supervisor
DATE: June 20, 2016
REF: Cooperative Reimbursement Agreement 2017-2019

Please find enclosed The Cooperative Reimbursement Agreement 2017-2019. The Agreement has changed to a three year contract.

The Cooperative Reimbursement Agreement includes a Budget Summary for 2017-2019. The Budget Summary is based upon prior year summons and warrants served. The agreement allows for a total 14% increase per year over next three years.

The agreement is awaiting review approval. Upon approval, and signature from Madison J. Bunting Jr., President, Worcester County Commissioners, please return to my attention.

Enclosed please find three (3) copies of agreement. The signature must be signed in **blue ink.** *

Should you have any questions, please contact me at 410-632-1111

STATE OF MARYLAND
DEPARTMENT OF HUMAN RESOURCES
CHILD SUPPORT ENFORCEMENT ADMINISTRATION

LEGAL AUTHORIZATIONS FOR COOPERATIVE REIMBURSEMENT AGREEMENTS

1. The Department of Human Resources is the central coordinating and directing agency of all public assistance activities in the State of Maryland, including child support enforcement. Md. Code Ann., Human Serv. § 5-205; Fam. Law. § 10-108. The Department of Human Resources is the single State agency for the purposes of administering Maryland's plan for aid and services to needy families with children under the Social Security Act, 42 U.S.C. § 602(a)(4), and has established a single and separate organizational unit that has responsibility for administering, or supervising the administration of, the State Plan under Title IV-D of that Act.

2. Md. Code Ann., Human Serv. §§ 4-302 and 5-608 authorize the Department of Human Resources to accept any and all allotments of funds and to manage and expend same in whatever manner may be required by law, and to take advantage of the Social Security Act and any amendments and supplements thereto and any other act relating to social services and public assistance.

3. Grants are available to the Department under the provisions of Title IV-D of the Social Security Act and the regulations adopted pursuant thereto, for the purposes of, inter alia, developing and implementing a program under which the Department will undertake, through a separate organizational unit, 42 U.S.C. §654(3), (i) to establish paternity and to establish, modify or enforce support obligations, 42 U.S.C. §654(4)(A), (ii) to enforce support for any child receiving services, 42 U.S.C. §654(4)(B), (iii) to locate certain parents, 42 U.S.C. §654(8), and (iv) to cooperate with other States in achieving the above goals and securing compliance with court orders upon request from other States, 42 U.S.C. §654(9).

4. Md. Code Ann., Fam. Law §§ 10-106, 10-107, 10-108, 10-109 and 10-110, authorize the establishment of the Child Support Enforcement Administration within the Department for the purpose of administering a program for establishment, enforcement and collection of child support payments making, inter alia, the assignment to the Department of any right to support from another person a condition of Temporary Cash Assistance eligibility. Any action brought under this agreement by any court or law enforcement agency to establish the legal obligation for child support for parents of non-recipients must be preceded by an approved application for services to be obtained by the local Department of Social Services or local Child Support Enforcement Unit. Md. Code Ann., Fam. Law § 10-111 gives the Department the authority to contract with public agencies that may

provide the services to the Department to enable it under state and federal law to discharge its responsibilities.

5. The Department is authorized to enter into cooperative arrangements with appropriate court and law enforcement officials to assist it in administering such a program, which arrangements may include provisions for the reimbursement of such courts and law enforcement officials for their assistance in such cases, 42 U.S.C. §654(7)(A) and Md. Code Ann., Fam. Law §10-111, for the furnishing of pertinent information to them, and with respect to any other matters of common concern to such officials and the Department, 42 U.S.C. §654(7)(B).

STATE OF MARYLAND
DEPARTMENT OF HUMAN RESOURCES
CHILD SUPPORT ENFORCEMENT ADMINISTRATION
COOPERATIVE REIMBURSEMENT AGREEMENT
TERMS AND CONDITIONS

COURT AND LAW ENFORCEMENT AGENCIES

I. PROGRAM AND SERVICES TO BE PROVIDED

A. Subject to the continuing availability of Federal and local funding, the PROVIDER shall provide the program for the establishment of paternity and the establishment, modification, enforcement, and recovery of child support payments from non-custodial parents of children (PROGRAM) in accordance with the plan fully described in the Cooperative Reimbursement Agreement (CRA) application (together with the Addenda and these Terms and Conditions, the "Agreement"), which is incorporated herein.

The PROGRAM shall be subject to the supervision of the DEPARTMENT OF HUMAN RESOURCES (DEPARTMENT) to include the Child Support Enforcement Administration (CSEA) and Local Department of Social Services or local office of child support enforcement and shall be in compliance with such rules and regulations as the DEPARTMENT may adopt covering operation of the PROGRAM. Supervision will consist of but not be limited to compliance reviews, case record reviews, statistical analysis, audits, monitoring of operational systems and procedures and any other reviews deemed necessary by CSEA or other appropriate actions consistent with the Uniform Interstate Family Support Act.

B. The PROVIDER shall provide child support enforcement services for CSEA in all legal and equitable actions available under Maryland Law, including but not limited to proceedings under the Uniform Interstate Family Support Act, regardless of whether Maryland is the initiating or the responding State.

In accordance with Md. Code Ann., Fam. Law §10-109, any action brought by any court or law enforcement agency to establish the legal obligation for child support for parents who have not received Temporary Cash Assistance (TCA) must be preceded by an approved application for services obtained by the local Department of Social Services or the local office of child support enforcement or other appropriate actions consistent with the Uniform Interstate Family Support Act.

C. Md. Code Ann., Courts and Judicial Proceedings Article §§ 6-103.1 and 6-103.2 permit Maryland courts to exercise personal jurisdiction over non-resident defendants in child support and paternity proceedings.

II. MODIFICATION AND TERMINATION

Both PARTIES hereby acknowledge the possibility of substantial changes in State and/or Federal regulations or laws applicable to the Cooperative Reimbursement Agreement and expressly agree to renegotiate and amend the Agreement as necessary to comply with such changes. The Agreement represents the complete and final

understanding of the PARTIES, and no other understandings or representations, oral or written, regarding the subject matter of the Agreement shall be deemed to exist or bind the PARTIES hereto, except that:

A. Reductions and/or Increases in Federal Funding

Reductions and/or increases in Federal funding during the term of this contract may be passed on to the PROVIDER at the sole discretion of the DEPARTMENT.

B. Budget Adjustments

Adjustments of funds between budget categories (line item changes) must receive written approval by the DEPARTMENT. Adjustments that do not affect the total authorized funding, and are consistent with the objectives of the Agreement, do not require an amendment to the Agreement.

C. Alteration of Agreement

The PARTIES expressly reserve the right to alter, vary, modify or waive any provision of the Agreement, provided that such alteration, variation, modification, or waiver shall be valid only when reduced to a writing which has been duly signed by each and every signator to the original of the Agreement or his successor in office and attached to the original of the Agreement.

D. Early Termination

The PARTIES may mutually agree in writing to an earlier termination at any time, or the DEPARTMENT, in its sole discretion, may serve upon the PROVIDER a written notification of an intention to terminate the Agreement as of thirty (30) days or more from the date of PROVIDER's receipt of such notice.

Upon thirty (30) days written notice to the PROVIDER, the DEPARTMENT may terminate the Agreement at any time if it determines that PROVIDER's failure to perform adequately places the State in jeopardy of a fiscal sanction as described in Section V of these Terms and Conditions. Such determination shall be based upon reports, audits, and monitoring in accordance with Sections IV.A, IV.B, IV.C and IX.D of these Terms and Conditions.

III. COST AND EFFICIENCY

A. Payment:

The Department shall reimburse the PROVIDER for services provided in the Agreement at a rate of 66% for all allowable expenditures less the DHR Administrative Fee of $^{1}/_{9}^{th}$ of the local share of operating costs.

Payments by the DEPARTMENT will be contingent upon submission of a certified and itemized quarterly invoice. Invoices must be submitted as indicated in Section III.D of these Terms and Conditions. Invoices must show PROVIDER's actual expenditures for the previous quarter in accordance with the approved budget.

The format for the invoice shall be provided by CSEA. The Provider must submit a copy of all summonses served and warrants executed within that period.

B. Payment of funds for the costs of services under the Agreement is contingent upon the DEPARTMENT receiving funds to pay for these costs from funds appropriated under Title IV-D of the Social Security Act by the United States Department of Health and Human Services (HHS).

C. Notwithstanding any other provision of the Agreement, an invoice submitted by a PROVIDER for payment of expenditures (cash basis) made during any fiscal quarter must be received by CSEA's Contract Manager as stipulated below. Payment may be withheld under the Agreement at the sole discretion of the DEPARTMENT on account of any such expenditure if the invoice is not received by the following dates:

Quarter Ending	Due Date
December 31	January 31
March 31	April 30
June 30	July 31
September 30	October 31

IV. DOCUMENTATION AND RECORDS

Fiscal Responsibility, Records, Reports, and Monitoring Procedure:

A. PROVIDER shall assume responsibility for maintenance of all financial records which reflect all direct and indirect costs of any nature expended in the performance of the Agreement; such records are to be subject at all reasonable times and upon receipt of reasonable notice for inspection, review or audit by Federal and/or State personnel assigned to perform such inspection by the DEPARTMENT or duly authorized Federal or State agency. PROVIDER will furnish such fiscal and statistical reports as may be required by the DEPARTMENT to the Division of Budget and Finance, to the Inspector General, and to CSEA.

B. Statistical information will be obtained from CSES. Service of process, execution of writs and warrants, and other court proceedings must be documented in CSES, in the manner prescribed by CSEA. Statistical information related to the establishment of paternity and the establishment, modification and enforcement of support must be documented in CSES as prescribed by CSEA.

C. The PROVIDER shall retain all records and other documents relevant to the Agreement, including forms previously submitted to the DEPARTMENT in accordance with its requirements, for a period of no less than three (3) years after the date of final payment, a resolution of audit findings, or disposition of non-expendable property, whichever is later, and upon receipt of reasonable notice thereof, PROVIDER shall grant full access thereto. The right to examine any of said materials shall be afforded to Federal and/or State auditors who shall have

substantiated in writing a need thereof in the performance of their official duties and to such other persons as are authorized by the DEPARTMENT.

D. Paragraphs A through C, supra, and Section III shall not be construed as a limitation on the PROVIDER's reporting responsibilities under the Agreement.

V. FISCAL RESPONSIBILITY

The PROVIDER hereby agrees to immediately reimburse the DEPARTMENT for any payments withheld from the DEPARTMENT or adjustments made in funds otherwise due the DEPARTMENT by HHS in connection with any expenditures by the PROVIDER under the Agreement; provided, however, that such reimbursement shall not be required for payments withheld or adjustments made by reason of any failure by the DEPARTMENT to comply with the terms of the Agreement.

In addition, the PROVIDER hereby agrees to reimburse the DEPARTMENT for any expenditures under the Agreement which, as a result of an audit by the DEPARTMENT, HHS or any authorized entity, are determined to be attributable to:

(1) Services to ineligible persons;
(2) Ineligible services;
(3) Ineligible indirect costs or disallowance of charges; or
(4) Any other items that are inconsistent with the provisions of the Agreement, 45 C.F.R. Subtitle B, Ch. III, 2 C.F.R. Part 225 and OMB Circulars A-87 and A-133.

If the DEPARTMENT believes that any determination by HHS is erroneous or improper for any reason, the DEPARTMENT may pursue all available legal remedies to reverse such determination and to prevent any fiscal sanction which HHS may seek to impose. The PROVIDER shall have a right to appeal any request for the return of funds under this Section. The appeal shall be to the Secretary of the DEPARTMENT and shall be conducted in accordance with the State Administrative Procedure Act. The procedures to be followed shall include a hearing before an Administrative Law Judge in the Office of Administrative Hearings, who shall render a recommended decision to the Secretary of the DEPARTMENT, who shall make the final decision. Unless the PROVIDER requests an appeal, the PROVIDER shall return the funds required to be returned under this Section no later than thirty (30) days following the DEPARTMENT's request for their return; if an appeal is requested within that thirty (30) day period, the PROVIDER will not be responsible for returning funds until thirty (30) days after such appeal has been completed and denied, or until a fiscal sanction has been imposed by HHS, whichever occurs first. Under this section, the PROVIDER shall not be required to return any funds in excess of the full amount received under the Agreement during the period(s) for which the fiscal sanction is imposed.

VI. COLLECTION AND OTHER FEES

Under the Agreement, the PROVIDER shall not charge any fees for child support services.

VII. SAFEGUARDING INFORMATION

The use or disclosure by any PARTY of any information relating to proceedings or actions to establish paternity, or to establish, modify, or enforce support for any purpose inconsistent with the responsibilities and/or official duties of the DEPARTMENT or the PROVIDER under the Agreement and/or applicable provision of law, or the provisions of 45 C.F.R. § 303.21, are prohibited.

VIII. TECHNICAL ASSISTANCE AND CONSULTATION

A. The DEPARTMENT shall furnish the PROVIDER with such technical assistance and consultation by DEPARTMENTAL staff that is not readily available elsewhere as is reasonably necessary to allow satisfactory performance in providing the services required by the Agreement.

B. The DEPARTMENT shall designate a CSEA Contract Manager and local child support agency Cooperative Reimbursement Agreement Liaison to serve as the contact between the DEPARTMENT and the PROVIDER regarding all matters relating to the Agreement.

C. The use of funds by the PROVIDER under the Agreement to hire consultants shall require prior approval of the DEPARTMENT's designated Contract Manager. The Contract Manager must approve all arrangements and the proposed work plan of the consultants involved before the consultants commence any work.

D. The PROVIDER agrees that meetings with any staff directly or indirectly involved in the provision of services which are the subject of the Agreement may be conducted at any reasonable time by Federal and/or State personnel assigned by the DEPARTMENT or by a duly authorized Federal or State agency for the purpose of monitoring or facilitating implementation of the Agreement.

IX. EMPLOYEES

The individuals providing services for the DEPARTMENT pursuant to the Agreement shall be exclusively the employees of the PROVIDER and, as such, shall be entitled to participate in such employee benefit programs as are available to other persons in the PROVIDER's employ. No individual may be concurrently employed by the PROVIDER while he or she is an employee of the State of Maryland, or any Department, Commission, Agency or Branch thereof, whose duties as such employee relate to the subject matter of the Agreement.

X. STATE LAWS AND REGULATIONS

The terms of the Agreement and its execution are subject to all applicable Maryland laws and regulations and approval of such other agencies of the State of Maryland as is required under said laws and regulations.

XI. BINDING EFFECT OF CHILD SUPPORT LAWS AND REGULATIONS

The terms of the Agreement are subject to the provisions of the Federal Social Security Act establishing and governing public assistance and child support enforcement found in

Title 42 of the United States Code, Chapter 7, particularly Subchapter IV, Part D; the regulations of the United States Department of Health and Human Services promulgated thereunder, found in Title 45 of the Code of Federal Regulations, particularly Subtitle B, Chapter III; and the provisions of the State plan adopted pursuant thereto.

XII. EQUAL OPPORTUNITY CLAUSE

A. The PROVIDER agrees not to discriminate against any employee or applicant for employment because of sexual orientation, race, color, creed, sex, age, marital status, political affiliation, national origin, ancestry, religion and physical or mental disability unrelated in nature and extent so as reasonably not to preclude the performance of such employment, or any other unlawful form of discrimination. The PROVIDER will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without discrimination because of their sexual orientation, race, color, creed, sex, age, marital status, political affiliation, national origin, ancestry, religion and physical or mental disability unrelated in nature and extent so as reasonably not to preclude the performance of such employment, or any other unlawful form of discrimination. Such action shall include, but not be limited to, employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The PROVIDER shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the DEPARTMENT setting forth the substance of this Equal Opportunity clause.

B. The PROVIDER shall, in all solicitations or advertisements for employees placed by or on behalf of the PROVIDER, state that all qualified applicants will receive consideration for employment without regard to sexual orientation, race, color, creed, sex, age, marital status, political affiliation, national origin, ancestry, religion or disability.

C. In the event of PROVIDER's non-compliance with this Section, the DEPARTMENT, at its option, may cancel, terminate or suspend the Agreement, in whole or in part.

XIII. USE AND SUPPLY OF INFORMATION

The DEPARTMENT will assure compliance with the prompt notice requirement of 45 C.F.R. § 235.70, requiring the Department of Social Services or CSEA local child support office to, upon the furnishing of aid or the determination that an individual is a TCA recipient, promptly transmit all relevant information regarding TCA recipients to the PROVIDER hereunder.

The DEPARTMENT shall grant the PROVIDER access to its Central Registry of records containing all available identifying information, including location, employment and financial status, if known, relating to parents who have deserted or appear to have deserted their children or from whom financial support for dependent children may be solicited in furtherance of the objectives of the Agreement.

XIV. CIVIL RIGHTS

A. The PROVIDER will not, on the grounds of sexual orientation, race, color, creed, sex, age, marital status, political affiliation, national origin, ancestry, religion or physical or mental disability:

(1) Deny any individual any service or other benefit provided under the PROGRAM;

(2) Provide any services or other benefit to an individual which is different, or is provided in a different manner, from those provided to others under the PROGRAM;

(3) Subject an individual to segregation or separate treatment in any matter related to receipt of any service(s) or other benefits provided under the PROGRAM;

(4) Restrict an individual in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or other benefit provided under the PROGRAM;

(5) Treat any individual differently from others in determining whether he or she satisfied any eligibility or other requirement or condition which individuals must meet in order to receive any aid, care, service or benefit provided under the PROGRAM;

(6) Deny any individual an opportunity to participate in the PROGRAM or the receipt of services or otherwise afford him or her an opportunity to do so which is different from that afforded others under the PROGRAM.

B. The PROVIDER will not utilize criteria or methods of administration which have the effect of subjecting individuals to discrimination because of sexual orientation, race, color, creed, sex, age, marital status, political affiliation, national origin, ancestry, religion or physical or mental disability, or have the effect of defeating or substantially impairing accomplishment of the objectives of the PROGRAM in respect to individuals of a particular sexual orientation, race, color, creed, sex, age, marital status, political affiliation, national origin, ancestry, religion or physical or mental disability, in determining:

(1) The types of services or other benefits to be provided under the PROGRAM;

(2) The class of individuals to whom, or the situations in which, such services or other benefits will be provided under the PROGRAM; or

(3) The class of individuals to be afforded an opportunity to participate in the PROGRAM.

XV. NON DISCRIMINATION IN PROGRAMS

The PROVIDER understands and agrees that it will comply fully with the provisions of the Americans with Disabilities Act. The PROVIDER agrees that it will not directly or indirectly, through contractual or other arrangements, utilize criteria or methods of

administration that have the effect of subjecting qualified individuals with disabilities to discrimination on the basis of disability, or that have the purpose or effect of defeating or substantially impairing accomplishment of the objectives of the DEPARTMENT's program with respect to individuals with disabilities.

XVI. PURCHASE AND TREATMENT OF ASSETS

A. The PROVIDER shall obtain prior written approval from the DEPARTMENT for any assets acquired (rented or purchased) with funds paid under the Agreement, excluding ordinary office supplies, except that such approval is not required with regard to assets described in the Cooperative Reimbursement Agreement Application attached hereto.

B. The PROVIDER shall receive reimbursement for the applicable Federal share for equipment acquired under the Agreement through use allowances, depreciation, or one-time charge in the total amount of acquisition cost. The computation of depreciation or use allowance will be based on acquisition cost.

1. The method for computing depreciation of equipment shall be in accordance with the IRS Guidelines. Equipment is defined by the Federal government as being tangible personal property which has a useful life of more than two years or a cost of $500 or more. Equipment costing $25,000 or less may be purchased under the Agreement with CSEA's approval and may be claimed either in the period acquired or depreciated, but not both; equipment costing over $25,000 must be depreciated (Code of Federal Regulations, Title 45, Part 95, Subpart G).

2. The use allowance for equipment shall be computed at an annual rate of six and three quarters percent (6 3/4%) of acquisition cost.

C. The PROVIDER shall maintain and administer, in accordance with sound business practice, a program for the maintenance, repair, protection and preservation of all equipment so as to assure its full availability and usefulness for the performance of the Agreement.

D. Such equipment shall, unless otherwise provided herein or approved in writing by the DEPARTMENT, be used only for the performance of the Agreement.

E. If the equipment is depreciated, any gain or loss on the disposition of the equipment shall be treated as a decrease or an increase, respectively, to the depreciation expense for the period in which the disposition takes place. This does not apply to equipment for which costs were claimed for reimbursement through use allowance.

F. Title to all property acquired by the PROVIDER under this or any past agreement at a cost of $1,000 or more, including purchase by lease purchase agreement, for which the PROVIDER was reimbursed at the applicable Federal Financial Participation (FFP) rate shall vest in the DEPARTMENT.

G. Each federal fiscal year, and upon termination of the Agreement, the PROVIDER shall deliver to the DEPARTMENT a listing of all DEPARTMENT property leased or

purchased during the Agreement showing the following information as to each property item:

1. A description of the property;
2. Manufacturer's serial number or other identification number;
3. Acquisition date and cost, or acquisition date and rental cost;
4. Source of property;
5. Percentage of Federal funds used in the acquisition of the property; and
6. Location, use and condition of the property.

This information must also be provided for each item of property when it is acquired.

H. Upon termination of the Agreement, the DEPARTMENT may require the PROVIDER to deliver to the DEPARTMENT any DEPARTMENT-owned property specifically produced or acquired for the performance of the Agreement.

CSEA shall furnish a form for the PROVIDER's use in submitting the Yearly Equipment Inventory Report.

XVII. LISTING WITH JOB SERVICE

PROVIDER agrees to list all employment positions to be created or filled in connection with the services to be provided under the Agreement with the Maryland Workforce Exchange, Department of Labor, Licensing and Regulation, or its successor, except where such positions are required to be filled through the State/County/City Merit System or where there are special employment conditions which cannot be met through the use of such job service. At the time such listing is published, the PROVIDER is to submit a copy of the listing to the CSEA Contract Manager.

XVIII. ANTI-DRUG ABUSE

The PROVIDER, pursuant to 41 U.S.C. § 8103, shall provide a drug-free work place by taking the following steps:

A. Publishing, and providing a copy to employees, of a notice that the unlawful manufacture, distribution, dispensation, possession, or use of controlled substances is prohibited in the workplace and specifying sanctions for violations.

B. Establishing a drug-free awareness program to inform employees about the dangers of drugs, the PROVIDER's drug-free policy, the availability of counseling, rehabilitation, and employee assistance programs, and the penalties for violations.

C. Making it a condition of their employment that employees will abide by the notice and will notify the PROVIDER of any criminal drug statute conviction for a work place violation no later than five (5) days after such conviction.

D. Notifying the DEPARTMENT of an employee's conviction within ten (10) days after receiving notice from the employee or otherwise receiving actual notice of a conviction.

E. Imposing a sanction on, or requiring satisfactory participation in a drug abuse assistance or rehabilitation program by, an employee who is so convicted.

F. Making a good faith effort to maintain a drug-free workplace.

XIX. CHILD SUPPORT ENFORCEMENT SYSTEM (CSES)

The PROVIDER shall participate in the operation of, comply with all policies and procedures relating to, and participate in new worker and on-going training and activities, as appropriate, that result from system enhancements with regard to the CSES. Personnel charged with access to CSES are forbidden from divulging any information found therein to any other personnel. CSES shall be the only data processing system funded under this agreement. The PROVIDER's costs for operating a PROVIDER-operated system shall not be covered by the Agreement.

The PROVIDER shall assign to two employees (Security Monitor and back-up Security Monitor) functions for the purpose of processing Logon-ID requests to add, change security roles or delete PROVIDER employees who use CSES. In addition, the Security Monitor shall be responsible for maintaining the Worker Code Table for PROVIDER's employees who use CSES.

The PROVIDER shall purchase or replace, as necessary, equipment and software for employees who must access the CSES in order to provide services under the Agreement. The State shall reimburse the PROVIDER for these equipment and software purchases that are properly invoiced. Section XVI shall govern the ownership and maintenance of the CSES equipment and software purchased under this Section.

XX. CHILD SUPPORT ENFORCEMENT TRAINING

At the PROVIDER's request, training will be provided. Please contact your CSEA Contract Manager to arrange.

XXI. CERTIFICATION REGARDING LOBBYING

31 U.S.C. § 1352 prohibits the use of Federal funds for lobbying and requires the disclosure of each instance of lobbying that occurs using appropriated or other fund sources. Completion of a Certification Regarding Lobbying by the PROVIDER is required as acknowledgment of this prohibition and the related requirements and penalties.

XXII. SERVICES TO NON-CUSTODIAL PARENTS

PROVIDER expressly agrees to provide child support services to non-custodial parents who file an application for services with the DEPARTMENT in compliance with the Social Security Act, federal regulations at 45 C.F.R. Subtitle B, Ch. III, and the DEPARTMENT's policies and directives.

STATE OF MARYLAND
DEPARTMENT OF HUMAN RESOURCES
CHILD SUPPORT ENFORCEMENT ADMINISTRATION
SHERIFF'S COOPERATIVE REIMBURSEMENT AGREEMENT APPLICATION

ADDENDUM A

Subject: Part II.

Participation in Departmental Initiatives:

This addendum is to provide information on the above referenced subject. This addendum is not to be merged into the main agreement:

The Sheriff's Office shall participate in the Department's initiatives described in this Addendum that are geared toward establishment and enforcement of support as negotiated between the Local Child Support Office and the Sheriff's Office. Describe each initiative in the space below. Include in the description the process that will be used for documenting and tracking activities:

The Worcester County Bureau of Support will continue working on the Warrant Resolution and Apprehension Program. (WRAP) The purpose of this program is to decrease the number of outstanding warrants and body attachments for non-custodial parents by heightening public awareness. The program will be assigned to child support staff members in charge of Special Projects.
Possible program activities may include posting non custodial parents information and/or photographs on bulletin boards, posters, newspapers, and television screens in the Child Support Office lobby. The child support employee will keep regular contact with the Worcester County Sheriff's Office to obtain additional information and/or photographs of non-custodial parents. The Sheriff's Office personnel will work with this child support employee to share information and provide any updates regarding these warrant cases.
Since the WRAP program was initiated in Worcester County, we have seen a decline in aging warrants and body attachments. The program has provided information which has lead to apprehension of individuals.

STATE OF MARYLAND
DEPARTMENT OF HUMAN RESOURCES
CHILD SUPPORT ENFORCEMENT ADMINISTRATION
SHERIFF'S COOPERATIVE REIMBURSEMENT AGREEMENT APPLICATION

ADDENDUM B

Subject: Part III.

Customer Service:

This addendum is to provide information on the above referenced subject.

Provide the name(s), direct access telephone number(s) and e-mail address(es) of employees responsible for serving as a liaison with the CSEA for Customer Service issues:

F. Customer Service:

This addendum is to provide information on the above referenced subject.

1. Describe in detail your customer service procedures for handling customer inquiries including procedures for providing a liaison with the CSEA Customer Service Unit and procedures for processing work orders received from the CSEA Call Center (Customer Care Center) contractor through the Local Child Support Agency. In processing work orders, the Sheriff's Office shall maintain a log of all work orders received, respond to customers within 10 working days of receipt of the work order and document in CSES information about the issue(s) raised and how the issue(s) was (were) addressed or resolved.

Our office has not received any questions related to Child Support. If we receive any inquires, our office will answer questions to the best of our knowledge. If we are unable to answer questions, we will refer caller to our local Child Support Agency

2. Provide the name(s), direct access telephone number(s) and e-mail address(es) for the following employees:

   a. Employee(s) responsible for serving as a liaison with the CSEA Customer Service Unit;

   Dawn H. Jones, Assistant Director, Worcester County Department of Social Service, Bureau of Support Enforcement. (410) 677-6932 email-dawn.jones1@maryland.gov

   b. Employee(s) and back up for responding to Call Center work orders.

   Dawn H. Jones, Assistant Director, Worcester County Dept of Social Services, (410) 677-6932. Email dawn.jones1@maryland.gov

MARYLAND DEPARTMENT OF HUMAN RESOURCES
Transparency Act Data Collection and Certification Form

ADDENDUM C

Contract/Agreement:

Contract/Agreement/Project Name: Cooperative Reimbursement Agreement (CRA)

Place of Performance: Worcester County Sheriff's Office

Place of Performance Congressional District: 1

Contract/Agreement Number: CSEA/CRA/17-044 Start Date: 10/1/2016

Amount by Fund Source:

Federal Fiscal Year	Maximum Amount to be Paid by DHR	Total Local Program Cost
FFY 2017	$23,669.00	$38,040.00
FFY 2018	$26,308.00	$42,280.00
FFY 2019	$30,115.56	$48,400.00

Sub-Awardee:

DUNS Number: 101119399

Entity Name: Worcester County Sheriff's Office

Location: Worcester County Government Center

1 W. Market St. Room 1001 Snow Hill, MD 21863

Location Congressional District: 1 Worcester County

QUESTION:

In your business or organization's preceding completed fiscal year, did your business or organization (the legal entity to which the DUNS number you provided belongs) receive:

(1) 80 percent or more of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and
(2) $25,000,000 or more annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements?

[ ] YES [x] NO

If no, stop here. Sign and date form on next page.

If yes,

Does the public have access to information about the compensation of the executives in your business or organization (the legal entity to which the DUNS number you provided belongs) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

Officer Signature: _____ Date: 6/7/16

Printed Name and Title : J. Dale Smack, Worcester County Chief Deputy

Safeguarding of Information from the United States Internal Revenue Service and Employee Awareness Acknowledgements

Addendum D
(Attachment)

SUBJECT PART V.

GENERAL SERVICES

A. PERFORMANCE

In performance of the Cooperative Reimbursement Agreement (hereinafter contract), the Provider agrees to comply with and assume responsibility for compliance by its employees with the following requirements:

1) All work will be performed under the supervision of the Provider or the Provider's responsible employees.

2) Any Federal tax returns or return information (hereafter referred to as returns or return information) made available shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Inspection by or disclosure to anyone other than an officer of employee of the Provider is prohibited.

3) All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output and products will be given the same level of protection as required for the source material.

4) No work involving returns and return information furnished under this contract will be subcontracted without prior written approval of the Internal Revenue Service (IRS) and CSEA.

5) The Provider will maintain a list of employees who are authorized to access return or return information. Such list will be provided to CSEA and, upon request, to the IRS reviewing office.

6) CSEA will have the right to void the contract if the Provider fails to provide the safeguards described above.

B. CRIMINAL/CIVIL SANCTIONS

1) Each officer or employee of the Provider to whom returns or return information is or may be disclosed shall be notified in writing by the Provider that returns or return information disclosed to each officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as $5,000 or imprisonment for as long as five years, or both, together with the costs of prosecution. The Provider shall also notify each such officer and employee that any such unauthorized disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than $1,000 with respect to each instance of unauthorized disclosure. These civil and criminal penalties apply even if the unauthorized disclosures were made after their employment with the Provider is terminated. These penalties are prescribed by Internal Revenue Code (IRC) Sections 7213 and 7431 and set forth at 26 Code of Federal Regulations (C.F.R.) § 301.6103(n)-1.

2) Each officer or employee of the Provider to whom returns or return information is or may be disclosed shall be notified in writing by the Provider that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Inspection or disclosure to anyone without an official need to know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as $1,000 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. The Provider shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount equal to the greater of $1,000 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure, plus the costs of the action and the plaintiff's attorney's fees. In the case of a willful inspection or disclosure, or an inspection or disclosure which is the result of gross negligence, the defendant may also be subject to punitive damages. These civil and criminal penalties apply even if the unauthorized disclosures were made after their employment with the Provider is terminated. These penalties are prescribed by IRC Sections 7213A and 7431.

3) Additionally, it is incumbent upon the Provider to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 United States Code (U.S.C.) 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor who, by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who, knowing that disclosure of the specific material is so prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than $5,000.

4) The Provider's access to Federal Tax Information (FTI) must be preceded by certifying that each of its officers and employees understands CSEA's security policy and procedures for safeguarding IRS information. The Provider must maintain their authorization to access FTI through annual recertification. The initial certification and recertification must be documented and placed in CSEA's

files for review. As part of the certification and at least annually afterwards, the Provider must be advised of the provisions of IRC Sections 7431, 7213, and 7213A. The training provided before the initial certification and annually thereafter must also cover the incident response policy and procedures for reporting unauthorized disclosures and data breaches. For both the initial certification and the annual certification, the Provider should sign either with ink or electronic signature a confidentiality statement certifying its understanding of the security requirements. See pages 6 and 7 of this attachment.

C. INSPECTION

The IRS and CSEA shall each have the right to send its officers and employees into offices and plants of the Provider for inspection of the operations and facilities provided for the performance of any work under this contract. On the basis of such inspection, specific measures may be required in cases where the Provider is found to be noncompliant with contract safeguards.

II. TECHNOLOGY SERVICES

A. PERFORMANCE

In performance of this contract, the Provider agrees to comply with and assume responsibility for compliance by its employees with the following requirements:

1) All work will be performed under the supervision of the Provider or the Provider's responsible employees.

2) Any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Disclosure to anyone other than an officer of employee of the Provider is prohibited.

3) All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output will be given the same level of protection as required for the source material.

4) The Provider certifies that the data processed during the performance of this contract will be completely purged from all data storage components of its computer facility and no output will be retained by the Provider at the time the work is completed. If immediate purging of all data storage components is not possible, the Provider certifies that any IRS data remaining in any storage component will be safeguarded to prevent unauthorized disclosure.

5) Any spoilage or any intermediate hard copy printout that may result during the processing of IRS data will be given to CSEA or its designee. When this is not possible the Provider will be responsible for the destruction of the spoilage or any intermediate hard copy printouts and will provide CSEA or its designee with a statement containing the date of destruction, description of material destroyed, and the method used.

6) All computer systems receiving, processing, storing or transmitting FTI must meet the requirements defined in IRS Publication 1075. To meet functional and assurance requirements, the security features of the environment must provide for the managerial, operational, and technical controls. All security features must be available and activated to protect against unauthorized use of and access to FTI.

7) No work involving FTI furnished under this contract will be subcontracted without prior written approval of the IRS and CSEA.

8) The Provider will maintain a list of employees who are authorized to access return or return information. Such list will be provided to CSEA and, upon request, to the IRS reviewing office.

9) CSEA will have the right to void the contract if the Provider fails to provide the safeguards described above.

B. CRIMINAL/CIVIL SANCTIONS

1) Each officer or employee of the Provider to whom returns or return information is or may be disclosed shall be notified in writing by the Provider that returns or return information disclosed to each officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as $5,000 or imprisonment for as long as five years, or both, together with the costs of prosecution. The Provider shall also notify each such officer and employee that any such unauthorized disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than $1,000 with respect to each instance of unauthorized disclosure. These civil and criminal penalties apply even if the unauthorized disclosures were made after their employment with the Provider is terminated. These penalties are prescribed by IRC Sections 7213 and 7431 and set forth at 26 C.F.R. § 301.6103(n)-1.

2) Each officer or employee of the Provider to whom returns or return information is or may be disclosed shall be notified in writing by the Provider that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Inspection or disclosure to anyone without an official need to know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as $1,000 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. The Provider shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount equal to the greater of $1,000 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure, plus the costs of the action and the plaintiff's attorney's fees. In the case of a willful inspection or disclosure, or inspection or disclosure which is the result of gross negligence, the defendant may also be subject to punitive damages.

These civil and criminal penalties apply even if the unauthorized disclosures were made after their employment with the Provider is terminated. These penalties are prescribed by IRC Sections 7213A and 7431.

3) Additionally, it is incumbent upon the Provider to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor who, by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who, knowing that disclosure of the specific material is so prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than $5,000.

4) The Provider's access to FTI must be preceded by certifying that each of its officers and employees understands CSEA's security policy and procedures for safeguarding IRS information. The Provider must maintain its authorization to access FTI through annual recertification. The initial certification and recertification must be documented and placed in CSEA's files for review. As part of the certification and at least annually afterwards, the Provider must be advised of the provisions of IRC Sections 7431, 7213, and 7213A. The training provided before the initial certification and annually thereafter must also cover the incident response policy and procedures for reporting unauthorized disclosures and data breaches. For both the initial certification and the annual certification, the Provider should sign, either with ink or electronic signature, a confidentiality statement certifying its understanding of the security requirements. See pages 6 and 7 of this attachment.

C. INSPECTION

The IRS and CSEA shall each have the right to send its officers and employees into offices and plants of the Provider for inspection of the operations and facilities provided for the performance of any work under this contract. On the basis of such inspection, specific measures may be required in cases where the Provider is found to be noncompliant with contract safeguards.

Annual Internal Revenue Service (IRS) Employee Awareness Acknowledgement

The Provider will advise its employees at least annually of the provisions of Section 7213(a) of the Internal Revenue Code (IRC), which makes the unauthorized disclosure of Federal returns or return information a crime that may be punishable by a $5,000.00 fine, five years imprisonment, or both, and the costs of the prosecution.

Employees who have access to Federal Tax Information must also be advised annually of the provisions of IRC § 7431, which permit a taxpayer to bring suit for unauthorized disclosure in a United States district court. The taxpayer may be entitled to the greater of $1,000 per occurrence or the taxpayer's actual damages, plus the costs of the action and the taxpayer's attorney's fees. If the employee's actions were willful or the result of gross negligence, the taxpayer may also be entitled to punitive damages.

Employees are to be made aware that these civil and criminal penalties apply even if the unauthorized disclosures were made after their employment with the Provider is terminated.

IRS § 7213A. UNAUTHORIZED INSPECTION OF RETURNS OR RETURN INFORMATION

(a) PROHIBITIONS-

(1) **FEDERAL EMPLOYEES AND OTHER PERSONS** - It shall be unlawful for -

(A) any officer or employee of the United States, or
(B) any person described in subsection (l)(18) or (n) of [IRC] section 6103 or an officer or employee of any such person,

willfully to inspect, except as authorized in this title, any return or return information.

(2) **STATE AND OTHER EMPLOYEES** – It shall be unlawful for any person (not described in paragraph (1)) willfully to inspect, except as authorized in this title, any return or return information acquired by such person or another person under a provision of [IRC] section 6103 referred to in [IRC] section 7213(a)(2) or under 6104(c).

(b) PENALTY –

(1) **IN GENERAL** - Any violation of subsection (a) shall be punishable upon conviction by a fine in any amount not exceeding $1,000, or imprisonment of not more than 1 year, or both, together with the costs of prosecution.

(2) **FEDERAL OFFICERS OR EMPLOYEES** - An officer or employee of the United States who is convicted of any violation of subsection (a) shall, in addition to any other punishment, be dismissed from office or discharged from employment.

(c) DEFINITIONS - For purposes of this section, the terms "inspect", "return", and "return information" have the respective meanings given such terms by [IRC] section 6103(b).

I understand and agree to the above requirements.

Dawn H. Jones

Provider Supervisor Print Dawn H. Jones

Dawn H. Jones

Provider Supervisor Signature Dawn H. Jones

6/8/16

Date

CHILD SUPPORT ENFORCEMENT ADMINISTRATION
IRS SAFEGUARD/YEARLY EMPLOYEE CERTIFICATION TRACKING

The IRS requires any external agency that is an authorized recipient of Federal Tax Information (FTI) to establish procedures to provide adequate FTI protection. Therefore, Title 07, Subtitle 01, Chapter 07, Section 10 (07.01.07.10) of the Code of Maryland Regulations (COMAR) provides that a court may find that unauthorized disclosure of confidential information is a criminal offense punishable by a fine of up to $500, 90 days imprisonment, or both, and may also result in civil liability for damages. All staff with access to FTI are required to review the Disclosure Awareness Training video at least annually via the following website: https://cseapps2.marylandproject.umd.edu/certification2/. In order to have access to the video, please complete the chart on the following page using Word.

Should you encounter a problem with the video prompts or certification process, or should you have additional questions, please do not hesitate to contact your CSEA Contract Manager.

PLEASE COMPLETE THE BELOW BY PROVIDING THE NAMES OF ALL EMPLOYEES WITH ACCESS TO CSES AND IRS INFORMATION. THANK YOU.

Local CRA/Vendor Office: Worcester County Sheriff's Office

Supervisor's Email Address: dawnjones1@maryland.gov

#	Employee Last Name	Employee First Name	RX# (if Appl)	Employee's Email Address
1	Fulton	Tracey		tfulton@co.worcester.md.us
2	Deshields	Patricia		tdeshields@co.worcester.md.us
3				
4				
5				
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22				
23				
24				
25				

Completed By: Tracey Fulton Date: 5/24/2016

Phone #: 410-632-1111 E-Mail: tfulton@co.worcester.md.us

OMB Circular A-133 Audit Report

The Federal Office of Management & Budget (OMB), pursuant to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations," requires CSEA to monitor your institution's compliance with the A-133 audit requirements. Please have an authorized individual at your institution check one of the following, attach appropriate documentation, and certify your institution's status by signing at the bottom.

___ We have not yet completed our A-133 audit for the fiscal year ending 20___. We expect our audit to be completed on ____/____/_____ (mm/dd/yyyy) and will provide you with a copy within 30 days of completion. If the audit notes material weaknesses, material instances of non-compliance, or findings related to the sub-award(s) from CSEA, we will also enclose a copy of our responses and corrective action plan.

___ We have completed our A-133 audit for the fiscal year ending 20___. Enclosed please find a copy of our independent auditor's FY 20___ Report on Federal Awards in Accordance with OMB Circular A-133. If the audit notes material weaknesses, material instances of non-compliance, or findings related to the sub-award(s) from CSEA, we will also enclose a copy of our responses and corrective action plan.

__x__ We are not subject to OMB Circular A-133 because (circle appropriate letter) (a) we did not expend $500,000 or more in federal funds; b) we are a for-profit entity; c) we are a non-U.S. entity; or d) for other reasons (attach explanation). Enclosed please find a copy of our audited financial statements or end-of-year financial statements for the time period in question, with documentation of our accounting compliance standards and internal controls.

___ Our audit is available on the Internet at URL

http://_____.

In accordance with good business practices, it is the policy of CSEA to require sub-recipients to submit copies of annual financial and/or accounting compliance documentation even in the absence of findings relating to CSEA grants or when sub-recipients are exempt from OMB Circular A-133.

Please return your documentation and this form, including contact information, to my attention at the address above as soon as possible.

Signature: _____ Date: 6/7/16

Name: John Dale Smack 3rd. Title: Chief Deputy

Phone: 410-632-1111 Email: dsmack@co.worcester.md.us

STATE OF MARYLAND
DEPARTMENT OF HUMAN RESOURCES
CHILD SUPPORT ENFORCEMENT ADMINISTRATION
COOPERATIVE REIMBURSEMENT AGREEMENT

This Agreement is hereby made and entered into by and between the Department of Human Resources' Child Support Enforcement Administration (CSEA) of the State of Maryland, hereinafter referred to as the "Department" or CSEA and Worcester County, a body corporate and politic, and the Sheriff of Worcester, hereinafter collectively referred to as the "Provider". The Provider agrees to operate a program to provide child support enforcement services in accordance with the federal Department of Health and Human Services (HHS) approved State Plan under Title IV-D of the Social Security Act and the Cooperative Reimbursement Agreement Application and Terms and Conditions, which are included herein and made a part of this Agreement.

This Agreement shall be effective from October 1, 2016 through September 30, 2017.

Total Cost:	$ 38,040.00
Less Administrative Fee Retained by the Department:	$ 1,437.00

This Agreement shall be effective from October 1, 2017 through September 30, 2018.

Total Cost:	$ 42,280.00
Less Administrative Fee Retained by the Department:	$ 1,597.00

This Agreement shall be effective from October 1, 2018 through September 30, 2019.

Total Cost:	$ 48,400.00
Less Administrative Fee Retained by the Department:	$ 1,828.44

STATE OF MARYLAND
DEPARTMENT OF HUMAN RESOURCES
CHILD SUPPORT ENFORCEMENT ADMINISTRATION

COOPERATIVE REIMBURSEMENT AGREEMENT APPLICATION

Name of Provider: Worcester County Sheriff's Office *Address*: 1 W. Market St. Room 1001		
City: Snow Hill	*State*: MD	*Zip Code*: 21863
Federal I.D. #: 526001064		
Program Supervisor: Chief Dale Smack	*Phone No.*: (410) 632-1111	
Additional Phone No.: ( ) -	*Fax No.*: (410) 632-5619	
Email address: tfulton@co.worcester.md.us		

PART I - PROVIDER'S CERTIFICATION

Application is hereby made to the CSEA for approval of a program to provide child support services in accordance with the HHS approved State plan under Title IV-D of the Social Security Act.

Madison J. Bunting Jr. President Worcester County Commissioner
Typed Name and Title of Chief Executive (County Executive; Chairman, Board of County Commissioners; Mayor; or their Designee)

Signature of Chief Executive *Date*

Reggie T. Mason, Sheriff of Worcester County
Typed Name and Title of Program Director (Sheriff or Designee)

Reggie T. Mason 6/7/16
Signature of Program Director *Date*

PART II.

LOCAL CHILD SUPPORT AGENCY REVIEW

I have reviewed the contents of this Cooperative Reimbursement Agreement Application prepared by the Worcester County Sheriff's Office and certify that it meets the child support requirements for the Child Support Enforcement Agency for Worcester County.

Peter Buegens, LCSW-C Director

Typed Name and Title

Signature

6/13/16

Date

PART III - PROGRAM NARRATIVE

Services Provided Requirements:

Listed below are the categories of services and participation required by the Sheriff's Office in providing services for the local child support office. The detailed requirements are included on Pages 5 through 7 and the supporting Addenda.

A. Service of Process

B. Execution of Writs, Warrants and Body Attachments

C. Participation in Departmental Initiatives

D. Staff Development and Training

E. Collaboration and Coordination Meetings

F. Customer Service

G. Service of Administrative Subpoenas

H. Location/Relocation Services

I. Security Services

PART III - PROGRAM NARRATIVE (Cont.)

A. Service of Process

Process shall be served in conformity with the Maryland Annotated Code and the Maryland Rules of Court. If process is served on an incarcerated defendant, the Sheriff shall arrange for the defendant's presence at all required court hearings. If necessary, the Sheriff shall communicate with the local child support office so that a writ of habeas corpus is issued directing the relevant county to produce the defendant for court appearances. **The Sheriff's Office must maintain a copy of the Summons served to be forwarded with each quarterly expenditure report for verification of payment.**

Unless it is determined that the address provided is invalid, a minimum of three (3) attempts at service will be made prior to a disposition of non-est. The Deputy will return the disposition to the issuing authority within three (3) days after service or non-est. Non-est summons will include all information on location/relocation attempts.

B. Execution of Writs, Warrants and Body Attachments

Writs and warrants shall be executed in conformity with the Maryland Annotated Code and the Maryland Rules of Court. The Sheriff shall enter open or active writs/warrants into the Civil Maryland Interagency Law Enforcement System. The Sheriff will coordinate with any other foreign county's sheriff's office to effect the speedy execution of all writs, warrants, and body attachments.

If the subject is incarcerated in a local correctional facility and there is an outstanding child support writ, the writ will be executed and the subject taken for a bond hearing. All money collected will be turned over to the local child support office or the Clerk's Office.

The Sheriff shall forward copies of all warrants quashed by the court to the Child Support Unit of the Sheriff's Office, and the Sheriff shall keep a record of all such warrants at the Sheriff's Office. The Sheriff shall review all writs/warrants periodically in an attempt to locate the subject. **The Sheriff's Office must maintain a copy of all Warrants executed to be forwarded with each quarterly expenditure report for verification of payment.**

C. Participation in Departmental Initiatives

The Sheriff's Office shall participate in the Department initiatives described in Addendum A (attached) that are geared toward establishment and enforcement of support as negotiated between the local child support office and the Sheriff's Office.

In that Addendum, describe each initiative and include in the description the process that will be used for documenting and tracking activities.

D. Staff Development and Training

1. At the Sheriff's request, training will be provided. Please contact your CSEA Contract Manager to arrange.

2. Child Support Program Policy and Child Support Enforcement System (CSES) System Releases: The Sheriff shall require employees who provide services under this contract to review all Circular letters, memoranda and other information released by the Child Support Enforcement Administration related to child support program policy and automated system enhancements and changes, to include participation in all relevant statewide conference calls about releases of CSES enhancement migrations.

3. The provider shall forward documentation of completion of all required training to the CSEA Contract Manager for this contract (i.e., certificate of completion or sign-in sheets).

E. Collaboration and Coordination Meetings

The Sheriff's Office shall participate in periodic meetings with the Worcester DSS and/or other partners for the purpose of collaboration and coordination. The Sheriff shall maintain copies of meeting agendas and minutes.

F. Customer Service

Provide in Addendum B (attached) the name(s) and contact information of person(s) who will serve as liaison(s) with CSEA for Customer Service Issues.

OPTIONAL SHERIFF'S SERVICES: - Please check all that apply.

☒ **G. Service of Administrative Subpoenas**

Administrative subpoenas will be served in the same manner as service of process and in accordance with the rules, regulations and timeframes as outlined by local law enforcement practices, the Annotated Code of Maryland, and the Maryland Rules of Court.

☒ **H. Location Services/Relocation Services**

Upon request, the Office of the Sheriff will begin an investigation to locate the non-custodial parent's address, employment and/or assets in accordance with existing federal and CSEA policy and procedures.

☒ **I. Security Services**

The Sheriff's Office shall provide security services to include but not be limited to the following (check all that apply):

☐ Provide security at the local Department of Social Services

☒ Provide security at the courthouse inside the courtroom

☐ Transport prisoners to and from local correctional facilities

☐ Provide security for local child support office employees when transporting funds from the courthouse to the local office

☐ Other (list):

PART IV TRANSPARENCY ACT REPORTING

In Addendum C (attached), the Transparency Act reporting is to be completed by the Department's awarding Program when developing agreements, and one is to be completed by sub-awardees at the time of award. These forms are now required Department procurement documents for all federally-funded contracts and agreements of $25,000 or more. The federal government enacted the Federal Funding Accountability and Transparency Act (FFATA) that requires reporting by prime awardees of first-tier sub-awards of $25,000 or more. The Department is the prime awardee of various federal grants, and therefore the Department's procedures for FFATA reporting have been formulated and added to the Administrative Procedures Manual.

Actual Transparency Act reporting by the Department via the federal FFATA Subaward Reporting System (FSRS) will be performed centrally by Budget and Finance. Sub-award reporting is required by the end of the month following the month of award, and the information will be displayed on www.USASpending.gov associated with the prime award.

PART V Annual Internal Revenue Service (IRS) Employee Awareness

The Provider must comply with all IRS standards for safeguarding federal tax information and complete the required IRS Safeguarding training referenced in Addendum D (attached).

Contract No. CSEA/CRA/17-044

In witness whereof, the Parties have executed this Agreement on or before the date first set forth herein:

ATTEST:

_____
Witness Signature

FOR THE PROVIDER:

_____
Signature – Program Director

Reggie T. Mason, Worcester County Sheriff
Name and Title of Program Director

6/7/16 (Date Signed)

_____
Witness Signature

_____
Signature – Chief Executive

Madison J. Bunting Jr., President , Worcester County Commisioners
Name and Title of Chief Executive

_____ (Date Signed)

_____
Witness Signature

_____
Signature

Joseph DiPrimio
Executive Director
Child Support Enforcement Administration

_____ (Date Signed)

This Agreement Approved as to Form and Legal Sufficiency by the Office of the Attorney General:

_____
Assistant Attorney General

_____
Date Signed

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and
Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Reggie V. Nunez — Sheriff
Signature — *Title*

Worcester County Sheriff's Office — 6/7/16
Agency/Organization — *Date*

PART V - PROGRAM BUDGET SUMMARY
FFY 2017

FEE FOR SERVICE ONLY

		Total Estimated Cost
1. Service of Process Estimated # of Summonses @ $40 each	Anticipated # of Service of Process **761**	**$30,440**
2. Writs/Warrants/Body Attachments Estimated # of Warrants @ $40 each	Anticipated # of Writs/Warrants/ Body Attachments **190**	**$7,600**
3. Overnight Cost of Contract to CSEA		**$0**
4. Total Program Costs (Sum of line 1 thru line 3)		**$38,040**
5. Local Share (34% of line 4)		**$12,934**
6. Administrative Fee (1/9th of Line 5)		**$1,437**
7. Total Local Share (line 5 plus line 6)		**$14,371**
8. Federal Financial Participation (66% of line 4)		**$25,106**
9. Maximum Amount to be Paid by DHR (line 8 minus line 6)		**$23,669**

PART V - PROGRAM BUDGET SUMMARY
FFY 2018

FEE FOR SERVICE ONLY

		Total Estimated Cost
1. Service of Process Estimated # of Summonses @ $40 each	Anticipated # of Service of Process 852	$34,080
2. Writs/Warrants/Body Attachments Estimated # of Warrants @ $40 each	Anticipated # of Writs/Warrants/ Body Attachments 205	$8,200
3. Overnight Cost of Contract to CSEA		$0
4. Total Program Costs (Sum of line 1 thru line 3)		$42,280
5. Local Share (34% of line 4)		14,375
6. Administrative Fee (1/9th of Line 5)		$1,597
7. Total Local Share (line 5 plus line 6)		$15,972
8. Federal Financial Participation (66% of line 4)		27,905
9. Maximum Amount to be Paid by DHR (line 8 minus line 6)		$26,308

PART V - PROGRAM BUDGET SUMMARY
FFY 2019

FEE FOR SERVICE ONLY

		Total Estimated Cost
1. Service of Process Estimated # of Summonses @ $40 each	Anticipated # of Service of Process 980	$39,200
2. Writs/Warrants/Body Attachments Estimated # of Warrants @ $40 each	Anticipated # of Writs/Warrants/ Body Attachments 230	$9,200
3. Overnight Cost of Contract to CSEA		$0
4. Total Program Costs (Sum of line 1 thru line 3)		$48,400.00
5. Local Share (34% of line 4)		$16,456.00
6. Administrative Fee (1/9th of Line 5)		$1,828.44
7. Total Local Share (line 5 plus line 6)		$18,284.44
8. Federal Financial Participation (66% of line 4)		$31,944.00
9. Maximum Amount to be Paid by DHR (line 8 minus line 6)		$30,115.56

Reginald T. Mason
Sheriff

OFFICE OF SHERIFF

John Dale Smack
Chief Deputy

6

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Worcester County Admin

SINCE 1742

WORCESTER COUNTY GOVERNMENT CENTER
ONE WEST MARKET STREET, ROOM 1001
SNOW HILL, MARYLAND 21863-1072
410-632-1111
ADMIN. FAX: 410-632-3070
CIVIL FAX: 410-632-5619

To: County Commissioners

From: Reggie T. Mason, Sheriff

Subject: Mou's For Secondary Employment

Dt: June 30, 2016

Attached is a request to add an additional Memorandum of Understanding agreement with the Sunset Marina a local business in Worcester County, who are requesting security assistance with our agency. The current rate per deputy beginning July 1, 2016 will be 75.00. The cost will cover the deputy's overtime rate which includes administrative fees. The MOU will cover from July 1, 2016 until June 30, 2017, as which time all MOU's will be reviewed and updated for approval.

Thank you for your time in this matter.

DRAFT

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING, made this ____day of July, 2016, by and between the **COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND** ("County"), the **WORCESTER COUNTY SHERIFF'S OFFICE** ("Sheriff") and Sunset Marina, Inc., owner and operator of Sunset Marina, and the Ocean City Fishing Center ("Sunset Marina").

WHEREAS, Sunset Marina desires to have a greater law enforcement presence at its facilities located at 12911 Sunset Avenue and 12940 Inlet Isle Lane, Ocean City, Maryland; and

WHEREAS, the Sheriff is willing to devote extra patrols at Sunset Marina; and

WHEREAS, these extra patrols will involve over-time charges which are unbudgeted in the Sheriff's operating budget; and

WHEREAS, Sunset Marina is willing to pay to the Sheriff these costs, including an administrative fee; and

WHEREAS, the County, as the budgetary authority for the Sheriff, is willing to handle the accounting that will be necessary under this Memorandum of Understanding.

NOW, THEREFORE, WITNESSETH, that in consideration of the premises and the undertaking of the Parties hereto, the Parties agree as follows:

1. The Sheriff will use his best efforts to assign extra patrols by his Office for law enforcement purposes only, to Sunset Marina during the dates and times requested by Sunset Marina: July 7, 2016, 3:00 PM to 12:00AM, for the Ocean City Tuna Tournament at the Ocean City Fishing Center and August 6 through August 12, 2016, 9:00PM to 3:00AM, for the White Marlin Open Tournament at Sunset Marina.

2. During these patrols, the Sheriff's deputies will be on-duty and under the supervision of the Sheriff and his Chain- of -Command. During these patrols, the deputies may respond to reasonable requests by Sunset Marina regarding law enforcement efforts. The deputies may or may not be in uniform, depending on the orders of the Sheriff, but the Sheriff will use his best efforts to ensure that uniformed deputies are assigned to the patrol.

3. The Sheriff will keep accurate and complete records of the hours worked by each of the deputies at Sunset Marina. Any time worked over 30 minutes will be rounded up to a full hour. Every twenty-eight (28) days, the Sheriff will submit to Sunset Marina a written invoice detailing the hours and dates worked to date and the total amount due from Sunset Marina for the extra patrols. Within fifteen (15) days after receipt of the invoice, Sunset Marina shall pay to the Sheriff, the sum of $75.00 per hour per deputy as shown on the invoice. This amount includes the administrative fee.

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4. This Memorandum of Understanding shall be for the term of one year, commencing July 1, 2016, and ending June 30, 2017, and may renewed by the Parties annually thereafter upon such terms and conditions that they mutually agreed upon.

5. Any of the Parties hereto may cancel this Memorandum of Understanding by giving the other Parties thirty (30) days written notice of its intent to cancel.

6. This Memorandum of Understanding may only be modified in writing, executed by the Parties hereto.

WITNESS the hands and seals of the Parties on the date first above written.

ATTEST:

COUNTY COMMISSIONERS OF
WORCESTER COUNTY, MARYLAND

_____

By: _____
Madison J. Bunting Jr., President

ATTEST:

WORCESTER COUNTY
SHERIFF'S OFFICE

_____

By: _____
Reginald T. Mason, Sheriff

ATTEST:

Sunset Marina, Inc.

_____

By: _____
Authorized Officer

3

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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

ZONING DIVISION
BUILDING DIVISION
DATA RESEARCH DIVISION

ADMINISTRATIVE DIVISON
CUSTOMER SERVICE DIVISION
TECHNICAL SERVICE DIVISION

MEMORANDUM

TO: Harold Higgins, Chief Administrative Officer
FROM: William Bradshaw, P.E., County Engineer WB
DATE: June 29, 2016
SUBJECT: Worcester County Animal Control Addition Project – Fire Monitoring System

---

Attached is a proposal to install a new fire monitoring system in the Animal Control Shelter. This replacement need is triggered because of the current addition under construction on the rear of the building. The installed system is not a National Fire Protection Association (NFPA) code compliant fire monitoring system. Because of the addition (and required monitoring equipment), the entire structure is now required to be monitored per NFPA code as confirmed by the Worcester County Fire Marshal. This includes detectors in each room, alarms, manual pull stations, dual communicators and a new panel.

The original project estimate included funds to add detectors, alarm and pull station to only the addition at a cost of $2,000. The upgrade cost to provide a compliant fire monitoring system for the entire building is $8,976.17 as specified by Absolute Security who is the County's alarm monitoring vendor and currently provides monitoring for the building. The Sheriff's Office has advised that they can fund the additional expense in their budget. To accompany this system, an interface with the new Voice over Internet Protocol (VoIP) telephone system will also need to be linked to the Department of Public Works (DPW) Maintenance building by installing cable in existing underground conduit by the County. *

I am therefore requesting approval for the project addition to install a new fire monitoring system in the Animal Control Shelter. Please let me know of any questions or if additional information is required. Thank you.

Cc: Sue Rantz, Chief Animal Control Officer
Ken Whited, Maintenance Superintendent, DPW
Matt Owens, Chief Deputy Fire Marshal
Kathy Whited, Budget Officer

300 Mill St. Suite A
Salisbury MD. 21801
Phone (410)860-0620
Fax (410)-543-4460
www.absolutesecuritygroup.com

Absolute Security Group, Inc.

FIRE ALARMS • BURGLAR ALARMS • CAMERAS • ACCESS CONTROL

ALARM INSTALLATION SCHEDULE

The Alarm Installation Schedule made this **14th** day of **MAY** 2016 between Absolute Security Group Inc. hereafter referred to as the "Contractor" and **WOR.CO. PUBLIC WORKS / ANIMAL CONTROL BUILDING** hereafter referred to as the "Subscriber" is subject to all the terms andconditions in the Subscriber contract or subscriber Alarm Lease Contract to be signed by Subscriber before Contractor performs the installation. All Labor, Services and Equipment at locations determined by Contractor shall be supplied at the premise of the Subscriber as described herein:

FIRE ALARM INSTALLATION

1- HONEYWELL V128FBP FIRE/BURG COMBO PANEL W/ BATTERY BACK-UP
1- LCD DISPLAY KEYPAD (Remote Anunciator)
1- DUAL LINE DIGITAL COMMUNICATOR
2- 12VDC. 12AMP.HR. BATTERIES
4- MANUAL PULL STATIONS
5- HORN STROBES
3- VISUAL STROBES
12- SMOKE DETECTORS
16- RATE TO RISE HEAT SENSORS

*** SUBJECT TO FIRE MARSHALS APPROVAL !**

ALSO CONTACT ONE PERSONEL ENTRY/EXIT DOOR IN NEW ADDITION.

OPTIONAL UL. LISTED 4G CELL COMMUNICATOR $150.00 INSTALLED AND $47.00 A MONTH

*** PRICE INCLUDES - LABOR, WIRE, HARDWARE, SOFTWARE AND SET UP.**
ONE YEAR WARRANTY ON PARTS & LABOR.

OPTIONS

		INSTALLATION COST	**$8,976.17**
INSTALLATION		**DEPOSIT AMOUNT**	
MONTHLY		**BALANCE AT INSTALL**	
INSTALLATION		**24 HOUR MONITORING**	SAME AS NOW
MONTHLY		**CELL BACK-UP**	NO

ABSOLUTE SECURITY GROUP INC.

STEPHEN T. SMITH V.P.
SECURITY CONSULTANT
6/14/2016
DATE

SUBSCRIBER

ACCEPTED BY TITLE

DATE PHONE

THIS SCHEDULE IS NOT BINDING UNLESS ACCEPTED BY CONTRACTOR

2

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Worcester County Admin

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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

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

FYI

MEMORANDUM

TO: Harold L. Higgins
Chief Administrative Officer

FROM: John H. Tustin, P.E. Director

DATE: June 28, 2016

SUBJECT: GovDeals Auction Report

****

The auction of surplus vehicles, equipment and miscellaneous items thru GovDeals is now complete for fiscal year 2016. GovDeals Financial Settlement Services collected $68,180.60 for the items auctioned. The total commission paid to GovDeals was $7,575.55, which left a net total profit of $60,605.05. Attached for you review is a summary of the items sold.

Enterprise Fund Divisions will be refunded the money for items turned in and sold; Solid Waste Division's refund is $555.55 and the Water Wastewater Division refund is $4,826.00.

If you have any questions, please do not hesitate to contact me.

WP/alw
Attachments

cc: William Powell
Kathy Whited
Eddie Carman
Phillip Thompson

			SOLD ON GOVDEALS - FY '16'				
Department				**Net**	**Fees**	**Gross**	**Date Sold**
EP							
2004	Chevrolet	Cavalier	1G1JC52F947271347	$810.00	$101.25	$911.25	4/20/2016
Fleet							
1 lot	Used Wheel weights			$62.00	$7.75	$69.75	5/5/2016
Government Center							
1	Rane PA System			$15.00	$1.87	$16.87	4/14/2016
1 lot	4 Garrett Magnetometers			$4,377.00	$547.12	$4,924.12	4/14/2016
Health							
1993	Dodge	Shadow	1B3XP28D1PN648071	$570.00	$71.25	$641.25	4/20/2016
1994	Ford	Tempo GL	2FAPP36X7RB117351	$260.00	$32.50	$292.50	4/26/2016
1995	Ford	Areostar	1FMCA11U7SZC05956	$355.00	$44.37	$399.37	4/20/2016
1996	Dodge	Intrepid	1B3HD46F7TF152046	$261.99	$32.75	$294.74	4/21/2016
1	Chalk board			$5.00	$0.62	$5.62	4/14/2016
1	Detecto Scale			$90.00	$11.25	$101.25	4/7/2016
1 lot	4 Metal Lockers			$48.00	$6.00	$54.00	4/7/2016
1	Metal cabinet with plastic top			$32.00	$4.00	$36.00	4/7/2016
Jail							
unknown	John Deere Mower	F935	M0F935X150059	$805.00	$100.62	$905.62	5/4/2016

Maintenance							
1996	Ford	Van	1FTFE24H7THB24716	$820.00	$102.50	$922.50	5/17/2016
2002	Chevrolet	1500 Pickup Truck	1GCEK14W22Z140795	$3,605.00	$450.62	$4,055.62	5/11/2016
1	Wooden Entertainment or Storage Cabinet			$1.00	$0.12	$1.12	4/18/2016
1 lot	7 Shop lights			$252.00	$31.50	$283.50	4/7/2016
1 lot	3 Filing Cabinets			$9.00	$1.12	$10.12	4/14/2016
Parks							
1988	Ford	F700 Dump Truck	1FDXK74A5JVA25545	$4,810.00	$601.25	$5,411.25	5/10/2016
2000	Ford	Taurus	1FAFP5325YG169911	$1,110.00	$138.75	$1,248.75	4/26/2016
2000	Kubota Mower	F3060	15436	$760.00	$95.00	$855.00	5/4/2016
unknown	Fimco Sprayer	50 Gallon with Trailer	unknown	$128.00	$16.00	$144.00	4/14/2016
1 lot	30 Ball Field Lights			$1,702.00	$212.75	$1,914.75	5/3/2016
1 lot	42 Chairs with 2 Rolling Stands			$281.00	$35.12	$316.12	4/14/2016
1 lot	Girls ages 5-12 softball uniforms, helmets, shin guards, chest protectors			$113.00	$14.12	$127.12	5/5/2016
1	Jugs softball pitching machine			$594.00	$74.25	$668.25	5/5/2016
1	Jugs softball pitching machine			$552.00	$69.00	$621.00	5/5/2016
Public Works							
1 lot	13 Misc Chairs			$5.00	$0.62	$5.62	4/14/2016
Roads							

1987	Ford	LT 9000 Dump Truck	1FDZU90W1HVA64112	$4,510.00	$563.75	$5,073.75	4/27/2016
1987	Ford	LT9000 Dump Truck	1FDZU90W1HVA64111	$6,010.00	$751.25	$6,761.25	4/27/2016
1986	Pipe Flusher	Meyers Pipe Flusher	11004	$555.00	$69.37	$624.37	5/3/2016
1999	Mower	23' Long Reach Alamo	5086	$2,232.00	$279.00	$2,511.00	5/3/2016
2001	Tractor	New Holland TS90	159975B	$6,510.00	$813.75	$7,323.75	4/28/2016
2000	Tractor	New Holland TS90	141038B	$5,210.00	$651.25	$5,861.25	4/28/2016
unknown	Trash Pump	QP Trash Pump (QP301T)	301T-338	$26.00	$3.25	$29.25	4/11/2016
unknown	Mower	Kees KKW 48141	unknown	$464.00	$58.00	$522.00	5/4/2016
1 lot	8 Chain saws and 3 weed eaters			$330.00	$41.25	$371.25	4/11/2016
1 lot	2 Snow plows			$179.00	$22.37	$201.37	5/4/2016
1 lot	2 Lawn mowers			$5.00	$0.62	$5.62	4/14/2016
1 lot	Wooden 4x4 6ft posts (various sizes)			$72.00	$9.00	$81.00	5/5/2016
1 lot	Wooden 4x4 8ft posts (various sizes)			$411.00	$51.37	$462.37	5/5/2016
1 lot	2 Ice machines			$12.00	$1.50	$13.50	4/19/2016
1	Metal cabinet			$31.00	$3.87	$34.87	4/11/2016
1 lot	Metal shelves			$62.01	$7.75	$69.76	4/14/2016
1	Storage bin			$99.50	$12.44	$111.94	4/14/2016
Sheriff							
2006	Ford	Crown Vic	2FAFP71W36X108940	$870.00	$108.75	$978.75	4/21/2016
2007	Ford	Crown Vic	2FAFP71W87X123080	$2,020.00	$252.50	$2,272.50	4/19/2016
2007	Ford	Crown Vic	2FAFP71W77X123085	$1,320.00	$165.00	$1,485.00	4/21/2016
2008	Ford	Crown Vic	2FAFP71V28X141101	$652.00	$81.50	$733.50	4/19/2016

2009	Ford	Crown Vic	2FAHP71V99X121468	$1,210.00	$151.25	$1,361.25	4/21/2016
Solid Waste							
2004	Ford	Crown Vic	2FAFP71W74X121980	$555.55	$69.44	$624.99	4/20/2016
WWW							
2000	Ford	F150 Pickup	1FTZF172XYNB20017	$530.00	$66.25	$596.25	5/10/2016
2001	Ford	Ranger	1FTYR10U71TA72301	$1,370.00	$171.25	$1,541.25	5/18/2016
2003	Chevrolet	S10 Pickup	1GCCS14H238126539	$916.00	$114.50	$1,030.50	4/21/2016
2005	Chevrolet	2500 Utility Truck	1GBHC24U85E248482	$2,010.00	$251.25	$2,261.25	4/26/2016
Total				**$60,605.05**	**$7,575.55**	**$68,180.60**	

RECEIVED
JUN 29 2016
Worcester County Admin

9

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

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

MEMORANDUM

TO: Harold L. Higgins, Chief Administrative Officer
FROM: John H. Tustin, P.E., Director
DATE: June 27, 2016
SUBJECT: Stephen Decatur High School – Use of Worcester County Landfill Site in Berlin

I have had the opportunity to review the letter from Joseph A. Stigler and Thomas Zimmer of June 17, 2016 in which they are requesting the County Commissioner's approval to utilize the Worcester County Landfill Site in Berlin as their home cross country course from early September through mid October 2016.

This event has successfully taken place in the past. The Department of Public Works has no objections and would recommend allowing Stephen Decatur High School to utilize the facility again this fall for their upcoming season.

Should you have any questions, please feel free to call me.

cc: Mike Mitchell, Solid Waste Superintendent
John S. Ross, P.E., Deputy Director of Public Works

Stephen Decatur High School

A Maryland Blue Ribbon School

9913 Seahawk Road Phone: 410-641-2171 Fax: 410-641-1135
Berlin, Maryland 21811 Guidance: 410-641-2207

Principal: Thomas D. Zimmer
Co-Principals: Katherine G. Cater, Mark B. Flynn, Ryan M. Cowder, Wynette F. Handy

RECEIVED
JUN 20 2016
WOR CO ADMIN

Copy: John Tustin ✓
For review and recommendation

June 17, 2016

Dear County Commissioners:

I am writing to ask that you allow the Stephen Decatur High School Cross Country team to continue to use the Worcester County Landfill Site in Berlin as our home cross country course. Since 2007, Stephen Decatur has used this site as our home cross country course and the facility greatly adds to our success as a team and the experience that our runners have in our program. "Mt. Decatur" as we call it allows our team to prepare for the hilly and difficult courses that we will face during the course of a cross country season. Coaches often note that teams from the Eastern Shore are at a severe competitive disadvantage due to the fact that there are no courses on the Eastern Shore that have hills. Mt. Decatur was the exception to this rule and prepares our team, as well as other Bayside Conference teams, for competition against schools from the Western Shore. If we are not able to use this facility next year, we will be forced to run laps around the school for our home cross country course, which will be a severe detriment for our team and will negatively impact the experience our student-athletes have.

Some facts that you may like to know about our meets:

- We are scheduled to have 2 home meets this year (2016 Fall Season). The meets are: September 7th October 12th. Each meet is scheduled for a Wednesday, a day in which the landfill is closed.
- Meets start at 4pm and generally last until about 6pm.
- We do course walkthroughs before we run a race to make sure that all runners have seen the course and know which way to go. The course is painted with arrows to show runners which way to go at every turn. Additionally, there are approximately 20 cones set out to mark turns for runners. The tall grass is cut into paths. The course is cut into tall grass, so that runners cannot run off course. Additionally, we have parents, coaches and athletes at key turns to show runners where to go. We have never had problems with runners getting lost.
- Generally, approximately 50 spectators attend the meets, but this number can vary. There are specific paths cut out for spectators and athletes to walk the course. Spectators stand at the top of the hill as this is the best place to see the runners come by.
- Smoking is prohibited at all Stephen Decatur High School athletic functions. Coaches will address this situation if necessary, but we have never had problems with this in the past. Generally, it is distasteful to smoke while kids are running a 3 mile race. Additionally, there is an administrator on duty who looks out for these kinds of things and addresses them when appropriate.
- Parking is available for all buses and spectators at the Stephen Decatur Middle School Athletic fields.
- Meets start at 4pm and generally last until about 6pm. Athletes from other schools typically begin arriving at about 3:15.
- Runners do not leave site and do not run on any roadways. All running is done on trails.
- There is a trained athletic trainer on site for meets. The trainer has a golf cart which allows her to get to athletes quickly in the event of an injury.

If there is any information that I did not cover, or if you have any questions, please feel free to contact me via phone (443-614-9554) or email (JAStigler@mail.worcester.k12.md.us). I would encourage all of you to come out to a cross country practice or come to a cross country meet to truly understand what a great asset the facility is to the SDHS Cross Country Team and to the Bayside Conference. Thank you for your continued support of Stephen Decatur High School and the SDHS Cross Country Program.

Sincerely,

Joseph A. Stigler
Cross Country Coach

Thomas Zimmer
Principal

Mount Decatur

Stephen Decatur Cross Country

Why do we need Mt. Decatur?

- Cross Country is a sport predicated on running through trails and on surfaces that are physically challenging. Cross country races should not be run of flat courses. Unfortunately on the Eastern Shore, we only have flat courses. Mt. Decatur is the only courses on the Eastern Shore, which is a true test including hills. It allows us to prepare for our Championship races that all feature extremely hilly courses.

Championship Races

- 3A South regional Championship
- This course features trails through the woods and over hills that are designed for horseback riding.
- This course is an extremely tough challenge for our athletes due to the many winding hills we face.

Maryland State Championships

- The Maryland State Championships are held at Hereford High School.
- In 2002, Dyestat ranked Hereford as the toughest course in the United States due to the hills the are faced by student athletes.
- In order to physically prepare for this course, we must run hills in both meet and practice situations throughout the season.
- Our runners will be physically at risk if they are not properly trained for these types of races.

Maryland State Championships

When runners are not properly trained....

- "I've never been crazy about the Hereford course and thought it was unfair to some kids, especially the ones on the Eastern Shore that don't have a chance to run hilly courses during the season," said Roger Erricker, Head Coach Towson University
- It is important that we practice and compete on hills throughout the cross country season!!!

RECEIVED
JUN 29 2016
Worcester County Admin

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Worcester County

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FAX: 410-641-5185

MEMORANDUM

TO: Harold L. Higgins, Chief Administrative Officer
FROM: John S. Ross, P.E., Deputy Director
DATE: June 27, 2016
SUBJECT: Small Project Agreement - William R. Wild

We have been working with Mr. William R. Wild who is constructing a home along Gum Point Road and would like to connect to the sewer line in that area instead of installing a septic system. We have reviewed design drawings prepared for this purpose and it is feasible to make this connection. As with similar small projects, we have required him to complete our standard "Small Projects Agreement" to demonstrate compliance with County Code, specifically, PW5-307.

This agreement has been reviewed by the County Attorney and it is now being presented for approval.

If you have any questions, please do not hesitate to contact me.

Cc: John H. Tustin, P.E. Director
Jessica Ramsay, CPA Enterprise Fund Controller

WORCESTER COUNTY
.SMALL PROJECT
WASTEWATER AND/ORWATERAGREEMENT
Reference PW5-307Code of Public Local Laws of Worcester County

THIS AGREEMENT made this 23 day of MAY, 2016, by and between THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, in the capacity of the governing body of the Ocean Pines Sanitary Service Area, hereinafter called "Service Area" and William A. Wild, hereinafter called "Developer." The parties hereto do hereby agree as follows:

A. PROJECT Residence Sewer Line hereinafter called "Facilities."

B. LOCATION PROPERTY
Properties affected by this agreement are more particularly described as follows:
Deed Reference _____ Tax Map 21 Parcel 22

C. SERVICE TO BE PROVIDED Sewer main along Gumpoint Road (1400 FT) with Residential Hook up of an E1 Grinder pump

D. LEGAL REQUIREMENTS AND PROCEDURE

Developer shall:

1. Upon the execution hereof, deed to Service Area, free and clear of all liens and encumbrances, by special warranty deed: all fee simple parcels and easements required for the operation and construction of Facilities and provide an acceptable title certificate signed by a Maryland attorney.
2. Provide plans as required by Service Area which must be satisfactory to Service Area prior to commencement of construction.
3. In cooperation with Service Area, secure all necessary permits for the benefit of Service Area and transfer the same to the Service Area.
4. Provide any construction bond required by applicable law regulation.
5. Commence construction of Facilities by ASAP complete construction by 8/16 and Construct Facilities to the satisfaction of Service Area in accordance with all required permits to all applicable standards as established by Service Area.
6. Upon completion of Facilities and final inspection, approval and acceptance bythe Service Area transfer all portions of the Facilities not already property of the Service Area free and clear of all liens and encumbrances at which time Service Area shall assume operational control of the Facilities.
7. Post such cash deposits as required by Service Area to provide for operation for not less than one year of operational costs of Facilities.
8. Provide lien releases or evidence of full and final payment to all contractors, engineers and suppliers as required by Service Area.

9. Warrant the construction and performance of Facilities for a period of not less than two years from the date of acceptance by the Service Area.
10. Post a maintenance bond in amounts to guarantee the warranty. Such bond shall be equal to 50% of actual cost of all equipment. Further provide that Service Area may set amounts of such bonds within the parameters hereof.

E. SPECIAL REQUIREMENTS None

F. CONSTRUCTION AGREEMENTS

1. Developer shall construct Facilities at Developer's sole expense subject to the oversight of Service Area.
2. Developer shall make all corrections, additions, and adjustments required by Service Area to complete construction of Facilities according to all permits, plans and specifications.
3. Service Area may reject unsatisfactory work in which case it shall be redone by Developer.

G. CHARGES, COSTS, FEES AND EXPENSES

1. Developer shall pay all costs, fees and expenses of Service Area in performing of this agreement including without limitation, permit fees and costs incurred by Service Area in processing and oversight of the construction of Facilities. Those fees are costs are estimated to be ~~$2,500~~. 500.00 per John Ross
2. A deposit in escrow for costs, fees and expenses of Service Area in the amount of ~~$2,500~~ shall be made by Developer upon signing and such account maintained as required by Service Area pending acceptance by Service Area.
3. Upon completion and acceptance of the Facilities and the commencement of operation thereof, Developer shall commence payment of standard charges imposed within the service area in which the service is provided.

H. EXCESS CAPACITY–OWNED BY SERVICE AREA

1. Facilities are designed and intended to serve 11318 Gum point Road Berlin MD 21811
2. Any excess capacity of Facilities or of any modification or addition thereto shall be the property of Service Area and shall belong to Service Area. There shall be no recoupment of costs of construction, expenses, fees, operation or installation of Facilities by Developer unless as specifically set forth herein or in a separate written agreement between the parties.

I. MISCELLANEOUS PROVISIONS

1. In any action brought in court under this agreement the, jurisdiction venue shall be exclusively the Circuit Court of Worcester County, Maryland.
2. The provisions of this agreement shall be governed and construed according to the laws of the State of Maryland. The parties' performance of obligations hereunder shall comply with all applicable governmental requirements. Existing and future laws shall supersede this agreement. It is entered into pursuant to Section PW 5-307 of the Code of Public Local Laws of Worcester County.

3. The construction of Facilities pursuant hereto shall constitute an offer of dedication to the County Commissioners of Worcester County for the benefit of Service Area.
4. This agreement shall constitute an encumbrance on lands described in Paragraph B hereof and shall run with the land.
5. Developer and Service Area agree to cooperate in the implementation of this agreement and agree to execute such other and further assurances or additional documents and instruments as it may be reasonably required of or requested by the other party to carry out the provisions hereof.
6. The rights, obligations and duties of Service Area hereunder are delegated (subject to revocation) to the Worcester County Department of Public Works.
7. The Service Area is a governmental body and shall be entitled to all immunities and nothing herein shall negate any governmental entities..
8. All documents executed pursuant hereto shall be subject to the approval of the County Attorney for Worcester County, acting on behalf of Service Area.

SERVICE AREA

Witness

County Commissioners of Worcester County

_____

_____
(SEAL)

Harold L. Higgins
Chief Administrative Officer

Madison J. Bunting, Jr., President

Witness:

DEVELOPER

_____

5-23-16

_____
(Print Name)

_____
Print Name and Capacity

_____
(SEAL)
Signature

COATIY FORMS/Small ProjectSewerage Fonn
4

map21
P-22

(2)

LIBER 6495 FOLIO 200

THIS DEED, made this 9th day of JANUARY, A.D. Two Thousand Fifteen (2015), by **Janet L. Stine** hereinafter called the Grantor, witnesseth:

THAT FOR AND IN CONSIDERATION of the sum of **Two Hundred Ninety Thousand and 00/100 Dollars ($290,000.00)**, the receipt of which is hereby acknowledged, the said Grantor does hereby grant and convey unto **William A. Wild and Jill Christine Wild, his wife**, as tenants by the entireties, and not as joint tenants, and not as tenants in common, their assigns, the survivor of them, and the heirs, personal representatives and assigns of the survivor, forever in fee simple, all the following described property, to wit:

All that certain lot, part of a lot, or parcel of land situate on the Southerly side of the County Road (of an indefinite width leading from the Old Mill Dam at Taylorville to Gum Landing and in the Third Election District of Worcester County, Maryland, and which is more particularly described as follows:

Beginning for the same at an iron pie set 16 feet south of the center line of the aforesaid County Road and at the northeast corner of the lot now or formerly belonging to Everett Purnell Rodgers and running from thence by and with the southerly side of the aforesaid County Road South 70 degrees 30 minutes East, 200 feet to an iron pipe set as aforesaid 16 feet South of the center line of the aforesaid County Road; thence South 17 degrees 15 minutes West, 204 feet to an iron pipe; thence South 17 degrees 15 minutes West 32 feet, more or less, to the mean-low water line of Turville Creek; thence by and with the mean-low water line of Turville Creek in a westerly direction to a point where said mean-low water line intersects the southeasterly boundary line of the said Rodgers lot on a course of North 17 degrees 15 minutes East, for a distance of 250.67 feet to the place of beginning. Be the quantitly of land therein contained what is may and being in all respects the same property shown an a plat of a location survey made by Geroge B. Cropper, C.E., R.R.E. & L.S. No. 248, October 1959, entitled "Survey-Parcel of Land on South Side of Gum Landing Road at Taylorville, Wor.Co., Maryland", which said plat is recorded among the Land Records of Worcester County, Maryland in Liber F.W.H. No. 132, at folio 197.

The aforesaid property being all and the same property that was conveyed unto the Grantor herein by Rick L. Stine by Deed intended to be recorded among the Land Records of Worcester County, Maryland immediately prior to the recording hereof. To the aforesaid Deed and Plats and to the references and recitals therein contained, reference is hereby made for a further and more particular history and description of the property hereby conveyed as though set forth in full herein.

TOGETHER with the improvements thereon, and all the rights, roads, ways, waters, privileges, advantages and appurtenances thereunto belonging or in anywise appertaining; **Subject** to all restrictions, reservations, easements and rights of way properly recorded among said Land Records.

FILED

2015 JAN 13 AM 11:35

SUSAN R. BRANIECKI
CLK. CT. CT.
WOR. CO.

WORCESTER COUNTY CIRCUIT COURT (Land Records) SRB 6495, p. 0200, MSA_CE31_6376. Date available 01/16/2015. Printed 05/31/2016.

Return to Grantees:
Mr. and Mrs. William Wild
1606 Mercers Way
Berlin, MD 21811

5

TO HAVE AND TO HOLD the above described and hereby granted property unto **William A. Wild and Jill Christine Wild, his wife,** as tenants by the entireties, and not as joint tenants, and not as tenants in common, their assigns, the survivor of them, and the heirs, personal representatives and assigns of the survivor, forever in fee simple.

AND the said Grantor does hereby covenant that she will warrant specially the property hereby conveyed; and that she will execute such other and further assurances of the same as may be requisite.

AS WITNESS the hand and seal of the said Grantor herein the day and year first above written.

WITNESS:

Janet L. Stine (SEAL)
Janet L. Stine

STATE OF Maryland, COUNTY OF Worcester, TO WIT:

I HEREBY CERTIFY that on this 7th day of January, A.D. 2015, before me, the undersigned, a Notary Public in and for the State and County aforesaid, personally appeared **Janet L. Stine**, known (or satisfactorily proven) to me to be the person whose name is subscribed to the within and aforegoing Deed, and she made oath in due form of law that she executed the same for the purposes therein contained.

AS WITNESS my hand and Notarial Seal.

My Commission Expires:
1-9-19

NOTARY PUBLIC

VALERIE L. TROUT NOTARY PUBLIC WORCESTER COUNTY, MD

THIS IS TO CERTIFY that the within instrument was prepared by or under supervision of the undersigned, an attorney duly admitted to practice before the Court of Appeals of Maryland.

Harry S. Groton, Jr., Attorney

File No. 26162

TAXES FOR WHICH ASSESSMENTS HAVE BEEN RECEIVED HAVE BEEN PAID AS OF THIS DATE. 01/13/15
Worcester County Finance Officer
By
EXCEPT PERSONAL PROPERTY

TRANSFER TAX PAID
FINANCE OFFICER
WORCESTER COUNTY MARYLAND
By Date 01/13/15
Tax $1,450.00

Water & Wastewater Services
Worcester County
NO ASSESSMENT
Date 1/13/15 By

LR - Deed (w Taxes) Recording Fee no CT 20.00
Grantor/Grantee Name: STINE/WILD
Reference/Control #: 6495/200
LR - Surcharge - linked 40.00
LR - Recordation Tax - linked 1,914.00
LR - State Transfer Tax - linked 1,450.00
LR - Non-Resident Tax - linked 20,300.00
SubTotal: 23,724.00
Total: 23,784.00
01/13/2015 11:53 CC23-RW
#3730556 CC0104 - Worcester County/CC01.04.01 - Register 01

JAN 13 2015 The foregoing instrument filed for record and is accordingly recorded among the land records of Worcester County, Maryland.
Clerk

WORCESTER COUNTY CIRCUIT COURT (Land Records) SRB 6495, p. 0201, MSA_CE31_6376. Date available 01/16/2015. Printed 05/31/2016.

LIBER 6495 FOLIO 202

State of Maryland Land Instrument Intake Sheet

☐ Baltimore City ☑ County: Worcester

Information provided is for the use of the Clerk's Office, State Department of Assessments and Taxation, and County Finance Office Only.

(Type or Print in Black Ink Only—All Copies Must Be Legible)

Space Reserved for Circuit Court Clerk Recording Validation

1 Type(s) of Instruments (☐ Check Box if addendum Intake Form is Attached.)

x Deed / Deed of Trust	x Mortgage / Lease	☐ Other _____	☐ Other _____

2 Conveyance Type Check Box

✓ Improved Sale Arms-Length [1]	☐ Unimproved Sale Arms-Length [2]	☐ Multiple Accounts Arms-Length [3]	☐ Not an Arms-Length Sale [9]

3 Tax Exemptions (if applicable) Cite or Explain Authority

Recordation	N
State Transfer	N
County Transfer	N

4 Consideration and Tax Calculations

Consideration Amount	
Purchase Price/Consideration	$ 290,000.00
Any New Mortgage	$ 232,000.00
Balance of Existing Mortgage	$
Other:	$
Other:	$
Full Cash Value:	$

Finance Office Use Only Transfer and Recordation Tax Consideration	
Transfer Tax Consideration	$
X ( ) % =	$
Less Exemption Amount −	$
Total Transfer Tax =	$
Recordation Tax Consideration	$
X ( ) per $500 =	$
TOTAL DUE	$

5 Fees

Amount of Fees	Doc. 1	Doc. 2
Recording Charge	$ 20.00	$ 20.00
Surcharge	$ 40.00	$ 40.00
State Recordation Tax	$ 1,914.00	$
State Transfer Tax	$ 1,450.00	$
County Transfer Tax	$ 1,450.00	$
Other	$	$
Other	$	$

Agent:

Tax Bill:

C.B. Credit:

Ag. Tax/Other:

6 Description of Property SDAT requires submission of all applicable information. A maximum of 40 characters will be indexed in accordance with the priority cited in Real Property Article Section 3-104(g)(3)(i).

District	Property Tax ID No. (1)	Grantor Liber/Folio	Map	Parcel No.	Var. LOG
03	010961	6115/324 &5587/229	21	22	☐ (5)

Subdivision Name	Lot (3a)	Block (3b)	Sect/AR (3c)	Plat Ref.	SqFt/Acreage (4)
				132/197	50,138 sf

Location/Address of Property Being Conveyed (2): 11318 Gum Point Road, Berlin, MD 21811

Other Property Identifiers (if applicable): | Water Meter Account No.:

Residential ✓ or Non-Residential ☐ | Fee Simple ✓ or Ground Rent ☐ Amount:

Partial Conveyance? ☐ Yes ✓ No | Description/Amt. of SqFt/Acreage Transferred:

If Partial Conveyance, List Improvements Conveyed:

7 Transferred From

Doc. 1 – Grantor(s) Name(s)	Doc. 2 – Grantor(s) Name(s)
Janet L. Stine	William A. Wild
	Jill Christine Wild
Doc. 1 – Owner(s) of Record, if Different from Grantor(s)	**Doc. 2 – Owner(s) of Record, if Different from Grantor(s)**

8 Transferred To

Doc. 1 – Grantee(s) Name(s)	Doc. 2 – Grantee(s) Name(s)
William A. Wild	Bank of Ocean City
Jill Christine Wild	

New Owner's (Grantee) Mailing Address: 1606 Mercers Way, Berlin, MD 21811

9 Other Names to Be Indexed

Doc. 1 – Additional Names to be Indexed (Optional)	Doc. 2 – Additional Names to be Indexed (Optional)

10 Contact/Mail Information

Instrument Submitted By or Contact Person

Name: Harry S. Groton, Jr.

Firm: Harry S. Groton, Jr., P.A.

Address: 21 S. Main Street

Berlin, MD 21811 Phone: (410) 641-3600

☐ Return to Contact Person

☐ Hold for Pickup

☑ Return Address Provided

11 Assessment Information

IMPORTANT: *BOTH* THE ORIGINAL DEED *AND* A PHOTOCOPY MUST ACCOMPANY EACH TRANSFER

☐ Yes ✓ No Will the property being conveyed be the grantee's principal residence?

☐ Yes ✓ No Does transfer include personal property? If yes, identify:

☐ Yes ✓ No Was property surveyed? If yes, attach copy of survey (if recorded, no copy required).

Space Reserved for County Validation

Assessment Use Only – Do Not Write Below This Line

Terminal Verification | Agricultural Verification | Whole | Part | Tran. Process Verification

Transfer Number | Date Received: | Deed Reference: | Assigned Property No.:

Year	20	20	Geo.	Map	Sub	Block
Land			Zoning	Grid	Plat	Lot
Buildings			Use	Parcel	Section	Occ. Cd.
Total			Town Cd.	Ex. St.	Ex. Cd.	

REMARKS:

Distribution: White – Clerk's Office, Pink – Office of Finance, Canary – SDAT, Goldenrod – Preparer

AOC-CC-300 (5/2007)

WORCESTER COUNTY CIRCUIT COURT (Land Records) SRB 6495, p. 0202, MSA_CE31_6376. Date available 01/16/2015. Printed 05/31/2016.

RECEIVED
JUN 29 2016
Worcester County Admin

11

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

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

MEMORANDUM

TO: Harold L. Higgins, Chief Administrative Officer
FROM: John S. Ross, P.E., Deputy Director
DATE: June 28, 2016
SUBJECT: Bid Recommendation Ocean Pines Pump Station F Rehabilitation Project

On June 27, 2016, two bids were received and opened for rehabilitation of Pump Station F in Ocean Pines. The following summary and attached bids are submitted for your review:

Company Name	Total Bid Price
Hopkins Construction, Inc. Bridgeville, DE	$420.200.00
M2 Construction, Inc. Landisville, PA	$433,700.00

Page
5
19
28

Bid Notice

Hopkins Construction recently completed construction of a gas mitigation system at the closed Snow Hill Landfill and performed well on that project. They were very cooperative and worked well with the County personnel involved. Their list of recent projects show several pump stations so they display qualifications for this work. EA has confirmed their capability to do this work and concur with the recommended award in the attached letter.

The low bid represents a significant decrease from the original $610,000 bid for this project in March. Although the bid price remains slightly over the original $400,000 for this work, we envision no additional savings that would be realized by rebidding the project again.

Based on the information provided above, it is recommended that the County Commissioners award the construction contract to Hopkins Construction at a total cost of $420,200.00. Funding is available in the $5.3 million bond issue proceeds to cover the cost of this contract. *

Should you have any questions, please feel free to call me.

Attachments

cc: John H. Tustin, P. E., Director
Jessica Ramsay, CPA, Enterprise Fund Controller

Competitive Bid Worksheet

Item: Ocean Pines Pump Station "F" Upgrade

Bid Deadline/Opening Date: 1:00 P.M., June 27, 2016

Bids Received by deadline = 2

Vendor's Submitting Bids	Pump Station "F" Upgrade Total Base Bid Price
Hopkins Construction, Inc. 18904 Maranatha Way, Unit #1 Bridgeville, DE 19933	$420,200.00
M2 Construction, LLC P.O. Box 39 Landisville, PA 17538	$433,700.00

EA Engineering, Science,
and Technology, Inc., PBC

11202 Racetrack Road Unit 103
Ocean Pines, MD 21811
Telephone: 410-641-5341
Fax: 410-641-5349
www.eaest.com

June 28, 2016

Mr. John Ross, P.E.
Deputy Director
Worcester County Dept. of Public Works
1000 Shore Drive
Berlin, Maryland 21811

Subject: **Vacuum Lift Station F Upgrades Project**
Bid Package Review, Tabulation and Recommendation

Dear Mr. Ross:

Bids were received on June 27, 2016 for the Vacuum Lift Station F Upgrade Project. Two bids were received from Hopkins Construction, Inc. and M2 Construction, LLC. On behalf of the County, Engineering, Science and Technology, Inc. (EA) has reviewed each of these bids for completeness. Our review consisted of tabulating the two received bids and reviewing for completeness of the bid packages in accordance with the Contract Documents. A Bid Tab is attached to this letter for reference.

The low bidder, as presented in the Bid Tab, is Hopkins Construction, Inc. who presented a complete bid package with proposal bond. EA contacted Hopkins Construction Inc. to discuss their qualifications and experience with the construction of pumps station and pump station upgrades. EA understands that Hopkins has provided construction services for Worcester County Department of Public Works for several pump stations in Ocean Pines. Further, Hopkins has recently completed similar work within Sussex County, Delaware. During this discussion, EA reminded Hopkins of the bonding requirements. EA also discussed the relatively short construction timeframe and items requiring lead times for ordering shall take preference when preparing submittals for review by the engineer.

Based on the review of their bid package and phone conversation with Hopkins, EA recommends that Worcester County consider Hopkins Construction, Inc. for award of the Vacuum Lift Station F Project.

Respectfully yours,
EA ENGINEERING, SCIENCE, AND TECHNOLOGY, INC. PBC

Darl Kolar, P.E., BCEE
Project Manager

Cc: Sam Davis, P.E. EA Engineering

BID TAB

OCEAN PINES VACUUM LIFT STATION F
WORCESTER COUNTY, MARYLAND
JUNE 2016

				Hopkins Construction, Inc.		M2 Construction, LLC		AVERAGE	RANGE
ITEM	ITEM DESCRIPTION	ESTIMATED QTY	UNIT	COST PER	TOTAL ITEM	COST PER	TOTAL ITEM	TOTAL ITEM	TOTAL ITEM
1	MOBILIZATION AND DEMOBILIZATION	1	LS	$ 32,500.00	$ 32,500.00	$ 20,000.00	$ 20,000.00	$ 17,500.00	$ 12,500.00
2	DEMOLITION AND REMOVAL	1	LS	$ 35,000.00	$ 35,000.00	$ 17,000.00	$ 17,000.00	$ 17,333.33	$ 18,000.00
3	VACUUM SYSTEM UPGRADES	1	LS	$ 93,500.00	$ 93,500.00	$ 59,000.00	$ 59,000.00	$ 50,833.33	$ 34,500.00
4	BUILDING RENNOVATIONS	1	LS	$ 22,000.00	$ 22,000.00	$ 22,000.00	$ 22,000.00	$ 14,666.67	$ -
5	SITE CIVIL	1	LS	$ 26,000.00	$ 26,000.00	$ 36,000.00	$ 36,000.00	$ 20,666.67	$ 10,000.00
6	LIFT STATION MODIFICAITONS	1	LS	$ 60,000.00	$ 60,000.00	$ 55,000.00	$ 55,000.00	$ 38,333.33	$ 5,000.00
7	ELECTRICAL EQUIPMENT	1	LS	$ 136,400.00	$ 136,400.00	$ 175,000.00	$ 175,000.00	$ 103,800.00	$ 38,600.00
8	BIOFILTER	1	LS	$ 10,000.00	$ 10,000.00	$ 45,000.00	$ 45,000.00	$ 18,333.33	$ 35,000.00
9	RAIN GARDEN	1	LS	$ 4,800.00	$ 4,800.00	$ 4,700.00	$ 4,700.00	$ 3,166.67	$ 100.00
10									
Total	TOTAL BID			Total:	$ 420,200.00	Total:	$ 433,700.00	$ 426,950.00	$ 13,500.00

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Hopkins

BID FORM

PROJECT IDENTIFICATION: Ocean Pines Vacuum Pump Station F Upgrades

CONTRACT IDENTIFICATION: Contract S020-15-02

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 sixty (60) 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)
6/23/16	Addendum 1
6/24/16	Addendum 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

5

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 ninety (90) calendar days from receipt of Notice to Proceed for the following price as indicated on the Bid Form.

BID FORM

OCEAN PINES VACUUM PUMP STATIONS F UPGRADE
WORCESTER COUNTY, MARYLAND

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QTY	UNIT	COST PER UNIT ($)	TOTAL ITEM COST ($)
1	MOBILIZATION AND DEMOBILIZATION	1	LS	$32,500.00	$32,500.00
2	DEMOLITION AND REMOVAL	1	LS	$35,000.00	$35,000.00
3	VACUUM SYSTEM UPGRADES	1	LS	$93,500.00	$93,500.00
4	BUILDING RENOVATIONS	1	LS	$22,000.00	$22,000.00
5	SITE CIVIL	1	LS	$26,000.00	$26,000.00
6	LIFT STATION MODIFICATIONS	1	LS	$60,000.00	$60,000.00
7	ELECTRICAL EQUIPMENT	1	LS	$136,400.00	$136,400.00
8	BIOFILTER	1	LS	$10,000.00	$10,000.00
9	RAIN GARDEN	1	LS	$4,800.00	$4,800.00
F	TOTAL BID				

TOTAL BASE BID PRICE IN WORDS: Four Hundred Twenty Thousand Two Hundred Dollars ($420,200.00).

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:

   EA Engineering, Science, and Technology, Inc. PBC
   11202 Racetrack Road, Unit 103
   Berlin, MD 21811
   Attention: Darl Kolar, P.E.
   dkolar@eaest.com
   Phone: (410) 641-5341
   Fax: (410) 641-5349

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 June 27, 2016.

   If Bidder is:

   An Individual

   By n/a (SEAL)
   (Individual's Name)

   doing business at

   Business Address: n/a

   _____

   Phone Number: n/a

A Partnership

By n/a (SEAL)
(Firm Name)

(General Partner)

Business Address: n/a

Phone Number: n/a

A Corporation

By HOPKINS CONSTRUCTION, INC. (SEAL)
(Corporation Name)

Delaware
(State of Incorporation)

By
(Name of Person Authorized to Sign) R. KELLER HOPKINS

PRESIDENT
(Title)

(Corporate Seal)

Attest (SEAL)
(~~Secretary~~) PROJECT MANAGER.

Business Address: 18904 MARANATHA WAY, UNIT 1
BRIDGEVILLE, DE 19933

Phone Number: (302) 337-3366

A Joint Venture

By n/a
(Name)

(Address)

By n/a
(Name)

n/a
(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 Hopkins Construction, Inc. (CONTRACTOR) hereinafter called the PRINCIPAL and Aegis Security Insurance Company (SURETY) hereinafter called the SURETY, are hereby held and firmly bound unto Worcester County Commissioners, County Court House, 1 West Market Street, 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 Ocean Pines Vacuum Pump Station F Upgrades, 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.

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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 27th day of June, 2016, 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

_____	_____ SEAL (INDIVIDUAL PRINCIPAL)
_____ (ADDRESS)	(BUSINESS ADDRESS)
_____	_____ SEAL (INDIVIDUAL PRINCIPAL)
_____ (ADDRESS)	(BUSINESS ADDRESS)

Attest:

Hopkins Construction, Inc.
(CORPORATE PRINCIPAL)

18904 Maranatha Way, Unit 1, Bridgeville, DE 19933

(BUSINESS ADDRESS)

BY: _____ BY:
R. KELLER HOPKINS, PRESIDENT

Affix Corporate Seal

Witness:

Mary Standish

Aegis Security Insurance Company
(CORPORATE SURETY)

P.O. Box 3153, Harrisburg, PA 17105

(BUSINESS ADDRESS)

BY: _____ BY:

Joshua B. Hauserman, Attorney-in-Fact
Affix Corporate Seal

THIS POWER NULL AND VOID IF NUMBER IS NOT IN RED
POWER CERTIFICATE NO. MD 177

AEGIS SECURITY INSURANCE COMPANY
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT AEGIS SECURITY INSURANCE COMPANY does hereby make, constitute and appoint: **ROBERT N. OSTER, STEPHEN M. MUTSCHELLER, ROBERT F. WHITE, CRAIG BANCROFT, JOSHUA B. HAUSERMAN, GARY L. BERGER, JONATHAN KIBLER, WILLIAM FRANCIK**

its true and lawful Attorney-in-Fact, to make, execute and deliver on its behalf surety bonds, undertaking and other instruments of similar nature as follows: **$2.5 MILLION**

This Power of Attorney is granted and sealed under and by the authority of the following Resolution adopted by the Board of Directors of the Company on the 4th day of February 1993.

"**Resolved,** That the President, any Vice President, the Secretary and any Assistant Secretary appointed for that purpose by the officer in charge of surety operations shall each have authority to appoint individuals as Attorney-in-Fact or under other appropriate titles with authority to execute on behalf of the Company, fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such an appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal or facsimile thereof may by imposed or fixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

"**Resolved,** That the signature of each of the following officers; President, Vice President, any Assistant Vice President, any Secretary or Assistant Secretary and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any Certificate relating thereto, appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for the purpose only of executing and attesting bonds and undertaking and other writings upon the Company and any such power required and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or undertaking to which it is attached."

IN WITNESS WHEREOF, AEGIS SECURITY INSURANCE COMPANY has caused its official seal to be hereunto affixed, and these presents to be signed by its President this 14th day of May, 2014.

AEGIS SECURITY INSURANCE COMPANY

BY: Darleen J. Fritz

DARLEEN J. FRITZ
President

AEGIS SECURITY INSURANCE COMPANY CORPORATE SEAL 1977 PENNSYLVANIA

Commonwealth of Pennsylvania }
} s.s.: Harrisburg
County of Dauphin }

On this 14th day of May, 2014, before me personally came Darleen J. Fritz to me known, who being by me duly sworn, did depose and say that she is President of **AEGIS SECURITY INSURANCE COMPANY,** the corporation described herein and which executed the above instrument; that she knows the seal of the said corporation, that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that she signed her name thereto by like order.

Rebecca Liddick

REBECCA LIDDICK
Notary Public
My Commission Expires July 25, 2017

REBECCA LIDDICK COMMONWEALTH OF PENNSYLVANIA NOTARY PUBLIC

I, the undersigned, Secretary of **AEGIS SECURITY INSURANCE COMPANY,** a Pennsylvania corporation, **DO HEREBY CERTIFY** that the foregoing and attached Power of Attorney remains in full force and has not been revoked: and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney, is now in force.

Signed and sealed at the City of Harrisburg, in the Commonwealth of Pennsylvania, dated this 27th day of June, 2016

Deborah A. Good

DEBORAH A. GOOD
Secretary

AEGIS SECURITY INSURANCE COMPANY CORPORATE SEAL 1977 PENNSYLVANIA

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Ocean Pines Vacuum Pump Station A&F Upgrades
Statement of Qualifications

- Business Name: Hopkins Construction, Inc.
  Contact: Ryan Johnson, Project Manager
  18904 Maranatha Way, Unit # 1
  Bridgeville, DE 19933
  Phone: (302)337-3366
  Fax: (302)337-8315
  Email: rjohnson@hopkins-inc.com

- *Resume for full-time onsite superintendent showing that the superintendent has experience with C900/905 PVC Pipe/sewer force main?.*
  - The following staff is responsible for management and supervision of project, jobsite safety, & quality control (see attached resumes). We have also attached a completed project list that Hopkins Construction has completed regarding our experience.
    - **R. Keller Hopkins, President/Site Superintendent**
      As founder and CEO of Hopkins Construction, Inc., Keller has had great success in building Hopkins from a hauling business consisting of four dump trucks, into a multi-million dollar construction company. Holding a Well Driller's License in the State of Delaware and having experience with construction throughout his entire life, Keller is the perfect candidate to lead Hopkins into a bright and exciting future.

    - **Ryan Johnson, Project Manager**
      Ryan has recently become the Project Manager/Estimator at Hopkins Construction, Inc. He offers leadership and is a team management professional. Ryan handles the daily management of operations at Hopkins Construction as well as the operation of current projects and estimating of upcoming bids.

- **John Zittinger, Mechanical Foreman**
  With close to 29 years of experience in utility construction and 16 years with Hopkins Construction, Inc., John has specialized training and experience in the installation of mechanical pump stations and treatment plants and is highly skilled with all types of piping, i.e. ductile iron, PVC, concrete, etc. He also holds a professional Well Drillers License in the State of Delaware. John performs and supervises all dewatering functions for the company as well as main line utility pipe work.

- *Tabulation of subcontractors, suppliers, and other persons or organizations related to this bid*
  - Belair Road Supply
  - Tieder Electric
  - Bilfinger Water Technologies
  - Vulcan Materials

- *Bidder's qualifications to do business in the State of Delaware*
  - See attached copy of State of ~~Delaware~~ MARYLAND contractor's license

90 County

State of Maryland
License

14961468
14240790
05892228

HOPKINS CONSTRUCTION INC
18904 MARANATHA WAY UNIT 1
BRIDGEVILLE DE 19933

HOPKINS CONSTRUCTION INC
18904 MARANATHA WAY UNIT 1
BRIDGEVILLE DE 19933

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CODE	UNIT	TYPE OF LICENSE	NO OF LIC	COST
66	050	OUT-OF-STATE CONTRACTOR	1	50.00
		ISSUING FEES		2.00
		TOTAL		52.00

DATE OF ISSUE
MO DAY YR
04/06/2015

MONTHS PAID
12

AMOUNT PAID
52.00

THIS LICENSE MUST BE PUBLICLY DISPLAYED
AND EXPIRES ON **APRIL 30, 2016**

ISSUED BY
MARK MUMFORD, CLERK OF CIRCUIT COURT
103 N. CROSS STREET
CHESTERTOWN, MARYLAND 21620

DBT

26535 Lonesome Road □□Seaford, Delaware 19973
Phone: (302) 628-1408 Cell (302) 258-9173

John Zittinger

Mechanical Foreman

With close to 28 years experience in utility construction, John has specialized training and experience in the installation of mechanical pump stations and treatment plants, including but not limited to installation of C900-905 PVC pipe and other pipe used for sewer force main projects. His experience also include concrete installation, piping, as well as sheeting and shoring. Through this experience, John is able to establish and meet high levels of performance criteria through excellent planning, attention to detail, and effective staff management. He also holds a professional Well Drillers License in the State of Delaware. John also performs and supervises all dewatering functions for the company as well as main line utility pipe work.

EDUCATION:

- □□ Annapolis High School, Annapolis, MD
  High School Diploma
- □□ University of Maryland
  2 Years Engineering

CONTINUING EDUCATION:

- □□ Aquifer Storage Recovery
- □□ 8-hour Hazwopper Refreshers
- □□ OSHA Permit Required Confined Space Entry Training
- □□ DE Safety Council's Trenching & Excavation Program
- □□ Basic First Aid
- □□ Basic Life Support

WORK HISTORY:

2000-Present Hopkins Construction, Inc. Bridgeville, DE
Mechanical Foreman
Performs and supervises all dewatering activities and main line utility pipe work

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26535 Lonesome Road □□Seaford, Delaware 19973
Phone: (302) 628-1408 Cell (302) 258-9173

John Zittinger

1995-2000	A.C. Schultes of Delaware □□Production Supervisor	Bridgeville, DE
1992-1995	A.C. Schultes of Maryland □□Foreman	Edgewater, MD

LICENSES AND CERTIFICATIONS:

State of Delaware Water Well Driller License
State of Maryland Master Well Driller

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M2

BID FORM

PROJECT IDENTIFICATION: Ocean Pines Vacuum Pump Station F Upgrades

CONTRACT IDENTIFICATION: Contract S020-15-02

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 sixty (60) 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)
6/23/2016	#1
6/24/2016	#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

19

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 ninety (90) calendar days from receipt of Notice to Proceed for the following price as indicated on the Bid Form.

BID FORM

OCEAN PINES VACUUM PUMP STATIONS F UPGRADE
WORCESTER COUNTY, MARYLAND

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QTY	UNIT	COST PER UNIT ($)	TOTAL ITEM COST ($)
1	MOBILIZATION AND DEMOBILIZATION	1	LS	$20,000	$20,000
2	DEMOLITION AND REMOVAL	1	LS	$17,000	$17,000
3	VACUUM SYSTEM UPGRADES	1	LS	$59,000	$59,000
4	BUILDING RENOVATIONS	1	LS	$22,000	$22,000
5	SITE CIVIL	1	LS	$36,000	$36,000
6	LIFT STATION MODIFICATIONS	1	LS	$55,000	$55,000
7	ELECTRICAL EQUIPMENT	1	LS	$175,000	$175,000
8	BIOFILTER	1	LS	$45,000	$45,000
9	RAIN GARDEN	1	LS	$4,700	$4,700
F	TOTAL BID			$433,700	$433,700

TOTAL BASE BID PRICE IN WORDS: FOUR HUNDRED THIRTY THREE THOUSAND SEVEN HUNDRED AND ~~00~~/100 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:

   EA Engineering, Science, and Technology, Inc. PBC
   11202 Racetrack Road, Unit 103
   Berlin, MD 21811
   Attention: Darl Kolar, P.E.
   dkolar@eaest.com
   Phone: (410) 641-5341
   Fax: (410) 641-5349

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 June 27th, 2016.

   If Bidder is:

   An Individual

   By _____ (SEAL)
   (Individual's Name)

   doing business at

   Business Address: _____

   _____

   Phone Number: _____

A Partnership

By _____ (SEAL)
(Firm Name)

_____
(General Partner)

Business Address: _____

_____

Phone Number: _____

A Corporation

By M2 Construction LLC DBA HRI Construction LLC in MD (SEAL)
(Corporation Name)

Pennsylvania
(State of Incorporation)

By Andrew T. Mattson
(Name of Person Authorized to Sign)

Vice President
(Title)

(Corporate Seal)

Attest _____ (SEAL)
(Secretary)

Business Address: 901 Stony Battery Road

Landisville, PA 17538

Phone Number: 717-305-8801

A Joint Venture

By _____
(Name)

_____
(Address)

By _____
(Name)

_____
(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 M2 Construction, LLC dba HRI Construction, LLC in MD (CONTRACTOR) hereinafter called the PRINCIPAL and Hartford Fire Insurance Company (SURETY) hereinafter called the SURETY, are hereby held and firmly bound unto Worcester County Commissioners, County Court House, 1 West Market Street, 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 Ocean Pines Vacuum Pump Station F Upgrades, 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 27th day of June, 2016, 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

_____ _____ SEAL
(INDIVIDUAL PRINCIPAL)

_____
(ADDRESS) (BUSINESS ADDRESS)

_____ _____ SEAL
(INDIVIDUAL PRINCIPAL)

_____
(ADDRESS) (BUSINESS ADDRESS)

Attest: Jessica L. McCoy

M2 Construction, LLC dba HRI Construction, LLC in MD
(CORPORATE PRINCIPAL)

P.O. Box 39, Landisville, PA 17538
(BUSINESS ADDRESS)

BY: _____ BY:

Affix Corporate Seal

Witness:

Hartford Fire Insurance Company
(CORPORATE SURETY)

One Hartford Plaza, Hartford, CT 06155-0001
(BUSINESS ADDRESS)

BY: _____ BY: _____
Morgan S. Ellis, Witness Kylee A. Lantz, Attorney-in-Fact
Affix Corporate Seal

POWER OF ATTORNEY

Direct Inquiries/Claims to:
THE HARTFORD
Bond T-12
One Hartford Plaza
Hartford, Connecticut 06155
email: **bond.claims@thehartford.com**
call: **888-266-3488 | fax: 860-757-5835**

KNOW ALL PERSONS BY THESE PRESENTS THAT: **Agency Code:** 44-410570

- [X] **Hartford Fire Insurance Company,** a corporation duly organized under the laws of the State of Connecticut
- [X] **Hartford Casualty Insurance Company,** a corporation duly organized under the laws of the State of Indiana
- [X] **Hartford Accident and Indemnity Company,** a corporation duly organized under the laws of the State of Connecticut
- [ ] **Hartford Underwriters Insurance Company,** a corporation duly organized under the laws of the State of Connecticut
- [ ] **Twin City Fire Insurance Company,** a corporation duly organized under the laws of the State of Indiana
- [ ] **Hartford Insurance Company of Illinois,** a corporation duly organized under the laws of the State of Illinois
- [ ] **Hartford Insurance Company of the Midwest,** a corporation duly organized under the laws of the State of Indiana
- [ ] **Hartford Insurance Company of the Southeast,** a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, ***up to the amount of*** Unlimited :

Morgan S. Ellis, Matthew J. Swanick, Jessica A. Weidenhammer of Lancaster PA, Jeffrey T. Boardman, Sarah E. Jordan, Timothy E. Koenig, Elizabeth H. Kohler, Mariah Landis, Kylee A. Lantz, Alan Lubas, Michael S. Malinowski, Astra M. Marx, Jon K. Miles, Valerie Sassaman, Sheila E. Turnbull of WYOMISSING, Pennsylvania

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☒, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on August 1, 2009, the Companies have caused these presents to be signed by its Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.

John Gray, Assistant Secretary

M. Ross Fisher, Vice President

STATE OF CONNECTICUT
COUNTY OF HARTFORD } ss. Hartford

On this 12th day of July, 2012, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.

Kathleen T. Maynard
Notary Public
My Commission Expires July 31, 2016

CERTIFICATE

I, the undersigned, Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of June 27, 2016.
Signed and sealed at the City of Hartford.

Kevin Heckman, Assistant Vice President

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

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

OFFICE OF THE
COUNTY COMMISSIONERS

Worcester County

GOVERNMENT CENTER
ONE WEST MARKET STREET • ROOM 1103
SNOW HILL, MARYLAND
21863-1195

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

FAXED
6/8/16 @ 3:24pm

June 8, 2016

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 June 16, 2016. Thanks.

NOTICE TO BIDDERS

Ocean Pines Vacuum Pump Station F Upgrades
Ocean Pines Service Area
Worcester County, Maryland

The Worcester County Commissioners are currently accepting sealed bids for upgrades to Ocean Pines Vacuum Pump Station F located at 43 Club House Road in the Ocean Pines (OP) Service Area for the Worcester County Department of Public Works – Water and Wastewater Division. Contract Documents, Construction Specifications and Plans are available from DiCarlo Precision Instruments, Inc., 2006 Northwood Drive, Salisbury, Maryland 21801 (410-749-0112). Interested bidders are encouraged to attend a **pre-bid conference at 10:00 AM on Monday, June 20, 2016** at the Water and Wastewater Division Office located at the Ocean Pines Wastewater Treatment Plant, 1000 Shore Lane, Ocean Pines, MD 21811. **Sealed bids will be accepted until 1:00 PM, Monday, June 27, 2016** in the Office of the County Commissioners at 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 "**Bid Enclosed - Ocean Pines Vacuum Pump Station F Upgrades**" in the lower left-hand corner. After opening, bids will be forwarded to the Public Works 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 inquiries shall be directed to Darl Kolar, P.E., Project Engineer, EA Engineering, Science, and Technology, Inc., PBC, at 410-641-5341 or dkolar@eaest.com.

BIDDERS' LIST

Ocean Pines Pump Station F Upgrades

Bunting & Murray Construction Corp.
RD 1, Box 140A
Selbyville DE 19975
302-436-5144
FAX: 1-302-436-1753
carrie@buntingandmurray.com

Hopkins Construction, Inc.
Rt. 3, Box 12
Bridgeville DE 19933
302-337-3366
FAX: 1-302-337-3317
www.hopcon.com

George & Lynch, Inc.
113 W. 6th Street
New Castle DE 19720
302-328-6275
FAX: 1-302-328-8998
mmcgonigal@geolyn.com

Mervin L Blades & Son
1212 Unionville Rd
Pocomoke City, MD 21851
410-957-3515
tblades@bladesconstruction.com

Bennett Construction, Inc.
515 S. Camden Avenue
Fruitland MD 21826
410-749-3116
FAX: 410-749-6088
bruceg@bennett-construction.com

A-del Construction Company, Inc.
10 Adel Drive
Newark, DE 19702-1331
Email - cfairer@a-del.com
(302) 893-3964
FAX (302) 453-9550

Dixie Construction Company, Inc.
260 Hopewell Road
Churchville, MD 21028
(410) 879-8055
(410)241-5586
ebrown@dixieconst.com

A.P. Croll & Son, Inc.
PO Box 748
22997 Lewes-Georgetown Highway
Georgetown, DE 19947
302-856-6177
Fax: 302-856-3482
mail@apcroll.com

Bearing Construction, Inc.
805 Shine Smith Road
Sudlersville, MD 21668-1561
(410)556-6100
Fax (410)556-6574
jim@bearingconstruction.net

Teal Construction, Inc.
PO Box 779 – 19903
612 Mary Street
Dover, DE 19903
302-678-9500
Fax: 302-678-9715
CR1647@TealConstruction.com

M2 Construction, Inc.
901 Stony Battery Road
Landisville, PA 17538
admin@m2constructionllc.com
(717) 305-8801
Fax - (717) 823-6977

Corrado Construction Company
29864 Millsboro Highway
Millsboro, De 19966
pboyer@corradoconstruction.com
(302) 893-9670

RECEIVED
JUN 29 2016
Worcester County Admin

12

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

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

MEMORANDUM

TO: Harold L. Higgins, Chief Administrative Officer
FROM: John S. Ross, P.E., Deputy Director
DATE: June 28, 2016
SUBJECT: Bid Request – Ocean Pines Pump Station A

At the Commissioner's meeting of April 19, 2016, the County Commissioners rejected bids for Pump Stations A and F in Ocean Pines as the bid prices exceeded the funding available for the project. We are currently rebidding Station A and attached for your review and approval are revised bid documents including the Notice to Bidders, Drawings, Specifications and Bidder's List for Upgrading Pump Stations A. Funding for the project is included the 2014 bond issue.

We are requesting that the Commissioners authorize the Department to proceed with bidding this work.

Should you have any questions, please feel free to call me.

Attachments

cc: John H. Tustin, P.E., Director
Jessica Ramsay, Enterprise Fund Controller

DRAFT

NOTICE TO BIDDERS

Rehabilitation of Pump Station A
Ocean Pines Service Area

Department of Public Works
Water and Wastewater Division

The Worcester County Commissioners are currently accepting bids for Vacuum Pump Station A Upgrades for the Department of Public Works - Water and Wastewater Division. Bid specification packages and bid forms are available from DiCarlo Precision Instruments, Inc. 2600 Northwood Drive, Salisbury, Maryland 21804 (410-749-0112). **Bidders are invited to attend a pre-bid meeting on Thursday July 21, 2016, at 10:00 am at the Water and Wastewater Division Office located at 1,000 Shore Lane, Ocean Pines, MD 21811.** Sealed bids will be accepted until 1:00 p.m., Monday, August 8, 2016, in the office of the County Commissioners, Worcester County Government Center, One West Market Street, Room 1103, Snow Hill, Maryland. Envelopes shall be marked "Bid for Vacuum Pump Station A Upgrades" in the lower left-hand corner. Bids will be publicly opened in the Office of the County Commissioners and read aloud at 1:00 p.m. on August 8, 2016. The bids will be turned over the Department of Public Works to prepare a tabulation of said bids and a recommendation to the County Commissioners for approval of bid award by the Commissioners at the next regular meeting of the Commissioners. 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 John Ross at 410-641-5251.

BIDDERS' LIST

Ocean Pines Pump Station A Upgrades

Bunting & Murray Construction Corp.
RD 1, Box 140A
Selbyville DE 19975
302-436-5144
FAX: 1-302-436-1753
carrie@buntingandmurray.com

Hopkins Construction, Inc.
18904 Maranatha Way, Unit #1
Bridgeville DE 19933
302-337-3366
FAX: 1-302-337-3317
keller@hopkins-inc.com

George & Lynch, Inc.
113 W. 6th Street
New Castle DE 19720
302-328-6275
FAX: 1-302-328-8998
mmcgonigal@geolyn.com

Mervin L Blades & Son
1212 Unionville Rd
Pocomoke City, MD 21851
410-957-3515
tblades@bladesconstruction.com

Bennett Construction, Inc.
515 S. Camden Avenue
Fruitland MD 21826
410-749-3116
FAX: 410-749-6088
bruceg@bennett-construction.com

A-del Construction Company, Inc.
10 Adel Drive
Newark, DE 19702-1331
Email - cfairer@a-del.com
(302) 893-3964
FAX (302) 453-9550

Dixie Construction Company, Inc.
260 Hopewell Road
Churchville, MD 21028
(410) 879-8055
(410)241-5586
ebrown@dixieconst.com

A.P. Croll & Son, Inc.
PO Box 748
22997 Lewes-Georgetown Highway
Georgetown, DE 19947
302-856-6177
Fax: 302-856-3482
mail@apcroll.com

Bearing Construction, Inc.
805 Shine Smith Road
Sudlersville, MD 21668-1561
(410)556-6100
Fax (410)556-6574
jim@bearingconstruction.net

Teal Construction, Inc.
PO Box 779 – 19903
612 Mary Street
Dover, DE 19903
302-678-9500
Fax: 302-678-9715
CR1647@TealConstruction.com

M2 Construction, Inc.
901 Stony Battery Road
Landisville, PA 17538
admin@m2constructionllc.com
(717) 305-8801
Fax - (717) 823-6977

Full set of Plans and Specifications available for review in County Administration

Contract Documents and Construction Specifications

Worcester County
Ocean Pines Vacuum Pump Station A Upgrades

Prepared for

Worcester County Department of Public Works
6113 Timmons Road
Snow Hill, Maryland 20863

Prepared by

EA Engineering, Science, and Technology, Inc., PBC
11202 Racetrack Road, Unit 103
Ocean Pines, Maryland 21811
(410) 641-5341

THE WATER AND SEWER FACILITIES TO BE CONSTRUCTED IN ACCORDANCE WITH THESE PLANS ARE APPROVED BY WORCESTER COUNTY WATER AND WASTEWATER DIVISION.

WORCESTER COUNTY, WATER AND WASTEWATER DIVISION DATE

THE WATER AND SEWER FACILITIES TO BE CONSTRUCTED IN ACCORDANCE WITH THESE PLANS ARE APPROVED BY WORCESTER COUNTY DEPARTMENT OF PUBLIC WORKS.

WORCESTER COUNTY, DIRECTOR OF PUBLIC WORKS DATE

July 2016
EA Project No. 62826.01

WORCESTER COUNTY MARYLAND
BIDDING DOCUMENTS

CONSTRUCTION SPECIFICATIONS
FOR
OCEAN PINES VACUUM PUMP STATION A UPGRADES

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SECTION C: SUPPLEMENTARY CONDITIONS
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SECTION E: SPECIFICATIONS
SECTION F: DRAWINGS (Bound Separately)

INSTRUCTIONS TO BIDDERS

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INSTRUCTIONS TO BIDDERS

1. DEFINED TERMS

Terms used in these Instructions to Bidders, which are defined in the Standard General Conditions of the Construction Contract (EJCDC C-700, 2007 ed.), have the meanings assigned to them in the General Conditions. The term "Bidder" means one who submits a Bid directly to Owner, as distinct from a Sub-Bidder, who submits a Bid to a Bidder. The term "Successful Bidder" means the lowest, qualified, responsible and responsive Bidder to whom Owner (on the basis of Owner's evaluation as hereinafter provided) makes an award. The term "Bidding Documents" includes the Advertisement of Invitation to Bid, Instructions to Bidders, the Bid Form, and the proposed Contract Documents (including all Addenda issued prior to receipt of Bids).

2. COPIES OF BIDDING DOCUMENTS

2.1 Complete sets of the Bidding Documents may be obtained from DiCarlo Precision Instruments, Inc., 2006 Northwood Drive, Salisbury, Maryland 21801 (410-749-0112).

2.2 Complete sets of Bidding Documents must be used in preparing Bids; neither Owner nor Engineer assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

2.3 Owner and Engineer in making copies of Bidding Documents available on the above terms do so only for the purpose of obtaining Bids on the Work and do not confer a license or grant for any other use.

3. QUALIFICATIONS OF BIDDERS

To demonstrate qualifications to perform the Work, each Bidder must submit <u>along with his bid</u> the following information:

- Resume for the full-time onsite superintendent showing that the superintendent has experience in the installation of C-900/905 PVC pipe or similar for sewer force main. Experience must include concrete installation, piping, sheeting, and shoring, and mechanical systems.

- The location of the Bidder's offsite borrow, and aggregate sources. In addition, the Bidder shall provide copies of <u>all</u> relevant permits for the proposed borrow sources. Any proposed borrow pit that is not fully permitted prior to the bid date will not be acceptable.

- For each borrow source provide two proctor curves for in place density.

Further, within five (5) days of Owner's request, Bidder shall submit additional written evidence, such as financial data, additional previous experience on similar projects, equipment availability, present commitments, and other such data, as may be requested. Each Bid must contain evidence of Bidder's qualifications to do business in the state where the project is located or covenant to obtain such qualification prior to award of the Contract.

4. EXAMINATION OF CONTRACT DOCUMENTS AND SITE

4.1 It is the responsibility of each Bidder before submitting a Bid, to (a) examine the Contract Documents thoroughly; (b) visit the site and make all subsurface investigations necessary to become familiar with local conditions that may affect cost, progress, performance or furnishing of the Work; (c) consider federal, state, and local Laws and Regulations that may affect cost, progress, performance, or furnishing of the Work; (d) study and carefully correlate Bidder's observations with the Contract Documents, and (e) notify Engineer of all conflicts, errors, or discrepancies in the Contract Documents.

4.2 Reference is made to the Supplementary Conditions for identification of:

4.2.1 Those reports of explorations and tests of subsurface conditions at the site which have been utilized by Engineer in preparation of the Contract Documents. Bidder may rely upon the accuracy of the technical data contained in such reports, but not upon nontechnical data, interpretations or opinions contained therein or for the completeness thereof for the purposes of bidding or construction.

4.2.2 Those drawings of physical conditions in or relating to existing surface and subsurface conditions (except Underground Facilities) which are at or contiguous to the site which have been utilized by Engineer in preparation of the Contract Documents. Bidder may rely upon the accuracy of the technical data contained in such drawings, but not upon the completeness thereof for the purposes of bidding or construction.

Copies of such reports and drawings will be made available by Owner to any Bidder on request. Those reports and drawings are not part of the Contract Documents, but the technical data contained therein, upon which Bidder is entitled to rely as provided in Article 4, are incorporated therein by reference. Such technical data has been identified and established in the Supplementary Conditions.

4.3 Information and data reflected in the Contract Documents, with respect to Underground Facilities at or contiguous to the site, is based upon information and data furnished to Owner and Engineer by owners of such Underground Facilities or others, and Owner does not assume responsibility for the accuracy or completeness thereof, unless it is expressly provided otherwise in the Supplementary Conditions.

4.4 Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders on subsurface conditions, Underground Facilities, and other physical conditions, and

possible changes in the Contract Documents due to differing conditions appear in Article 4 of the General Conditions.

4.5 Before submitting a Bid, each Bidder will, at Bidder's own expense, make or obtain any additional examinations, investigations, explorations, tests, and studies and obtain any additional information and data which pertain to the physical conditions (surface, subsurface, and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance, or furnishing of the Work and which Bidder deems necessary to determine its Bid for performing and furnishing the Work in accordance with the time, price, and other terms and conditions of the Contract Documents.

4.6 On request in advance, Owner will provide each Bidder access to the site to conduct such explorations and tests as each Bidder deems necessary for submission of a Bid. Bidder shall fill all holes, clean up, and restore the site to its former condition upon completion of such explorations.

4.7 The lands upon which the Work is to be performed, rights-of-way and easements for access thereto, and other lands designated for use by the Contractor in performing the Work are identified in the Contract Documents. All additional lands and access thereto required for temporary construction facilities or storage of materials and equipment are to be provided by Contractor.

4.8 The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of Article 4, that without exception the Bid is premised upon performing and furnishing the Work required by the Contract Documents and such means, methods, techniques, sequences, or procedures of construction as may be indicated in or required by the Contract Documents, and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

5. INTERPRETATIONS AND ADDENDA

5.1 All questions about the meaning or intent of the Contract Document are to be directed to Owner. Interpretations or clarifications considered necessary by Owner in response to such questions will be issued by Addenda, mailed or delivered to all parties, and recorded by Owner as having received the Bidding Documents. Questions regarding the Contract Documents must be received by 5 pm on July 29, 2016. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

5.2 Addenda may also be issued to modify the Bidding Documents as deemed advisable by Owner or Engineer.

6. BID SECURITY

6.1 Each Bid must be accompanied by Bid security made payable to Owner in an amount of five (5) percent of the Bidder's maximum Bid price and in the form of a certified or bank check or a Bid Bond, issued by a surety meeting the requirements of Article 5 of the General Conditions.

6.2 The Bid security of the Successful Bidder will be retained until such Bidder has executed the Agreement and furnished the required Contract security, whereupon the Bid security will be returned. If the Successful Bidder fails to execute and deliver the Agreement and furnish the required Contract security within fifteen (15) days after the Notice of Award, Owner may annul the Notice of Award and the Bid security of that Bidder will be forfeited. The Bid security of other Bidders whom Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of the seventh day after the Effective Date of the Agreement or the sixty-first day after the Bid opening, whereupon Bid security furnished by such Bidders will be returned. Bid security with Bids which are not competitive will be returned within seven (7) days after the Bid opening.

7. CONTRACT TIME

The numbers of days within which, or the dates by which, the Work is to be substantially completed and also completed and ready for final payment (the Contract Time) are set forth in the Bid Form and the Agreement.

8. LIQUIDATED DAMAGES

Provisions for liquidated damages are $1,000 per day, for the first 30 days. Beyond 30 days, damages increase to $5,000 per day, as set forth in the Agreement.

9. SUBSTITUTE OR "OR-EQUAL" ITEMS

The Contract, if awarded, will be on the basis of materials and equipment described in the Drawings or specified in the Specifications without consideration of possible substitute or "or-equal" item. Substitute or "or-equal" materials or equipment may be furnished or used by Contractor if acceptable to Engineer; application for such acceptance will not be considered by Engineer until after the Effective Date of the Agreement. The procedure for submission of any such application by Contractor and consideration by Engineer is set forth in Article 6 of the General Conditions and may be supplemented in the General Requirements.

10. SUBCONTRACTORS, SUPPLIERS, AND OTHERS

10.1 If the Instructions to Bidders and/or the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, and other persons and organizations (including those who are to furnish the principal items of material and equipment) to be submitted to Owner in advance of the Effective Date of Agreement, the apparent Successful Bidder, and any other Bidder so requested, shall submit to Owner a list of all such Subcontractors, Suppliers, and other persons

and organizations proposed for those portions of the Work for which such identification is required. Such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor, Supplier, person, or organization if requested by Owner. If Owner or Engineer, after due investigation, has reasonable objection to any proposed Subcontractor, Supplier, other person or organization, may request the apparent Successful Bidder to submit an acceptable substitute prior to the Notice of Award, in which case that Bidder's Bid price will be increased (or decreased) by the difference in cost occasioned by such substitution and Owner may consider such price adjustment in evaluating Bids and making the Contract award.

10.2 In Contracts where the Contract Price is on the basis of Cost-of-the-Work Plus a Fee, the apparent Successful Bidder, prior to the Notice of Award, shall identify in writing to Owner those portions of the Work that such Bidder proposes to subcontract and after the Notice of Award may only subcontract other portions of the Work with Owner's written consent.

10.3 No Contractor shall be required to employ any Subcontractor, Supplier, other person or organization against whom Contractor has reasonable objection.

11. BID FORM

11.1 The Bid Form (Form of Proposal) is included with the Bidding Documents; additional copies may be obtained from Worcester County.

11.2 All blanks on the Bid Form must be completed in ink or typed.

11.3 Bids by corporations must be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal must be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation must be shown below the signature.

11.4 Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature, and the official address of the partnership must be shown below the signature.

11.5 All names must be typed or printed below the signature.

11.6 The Bid shall contain an acknowledgment of receipt of all Addenda (the numbers of which must be filled in on the Bid Form).

11.7 The address and telephone number for communications regarding the Bid must be shown.

12. SUBMISSION OF BIDS

12.1 Bids shall be submitted before 1:00 PM (EDT) on August 8, 2016 at the office of the Worcester County Commissioners, One West Market Street, Room 1103, Snow Hill, Maryland 21863, as indicated in the Advertisement or Invitation to Bid and shall be enclosed in an opaque, sealed envelope, marked with the Project title, and name and address of the Bidder and accompanied by the Bid security and other related documents. If the Bid is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with the notation "BID ENCLOSED—OCEAN PINES VACUUM PUMP STATION A UPGRADES on the face of it.

13. MODIFICATION AND WITHDRAWAL OF BIDS

13.1 Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids.

14. OPENING OF BIDS

Bids will be opened and read aloud publicly at before 1:00 PM (EDT) on August 8, 2016. An abstract of the amounts of the base Bids and major alternates will be made available to Bidders after the opening of Bids. Bids will be reviewed, with a recommendation anticipated to be presented to the County Commissioners at their regular meeting.

15. BIDS TO REMAIN SUBJECT TO ACCEPTANCE

All bids will remain subject to acceptance for ninety (90) days after the day of the Bid opening, but Owner may, in his sole discretion, release any Bid and return the Bid security prior to that date.

16. AWARD OF CONTRACT

16.1 Owner reserves the right to reject any and all Bids, to waive any and all informalities not involving price, time, or changes in the Work and to negotiate Contract terms with the Successful Bidder, and the right to disregard all nonconforming, nonresponsive, unbalanced, or conditional Bids. Also, Owner reserves the right to reject the Bid of any Bidder if Owner believes that it would not be in the best interest of the Project to make an award to that Bidder, whether because the Bid is not responsive, or the Bidder is unqualified or of doubtful financial ability, or fails to meet any other pertinent standard or criteria established by Owner. Discrepancies in the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

16.2 In evaluating Bids, Owner will consider the qualifications of the Bidders, whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices, and other data as may be requested in the Bid Form or prior to the Notice of Award.

16.3 Owner may consider the qualifications and experience of Subcontractors, Suppliers, and other persons and organizations proposed for those portions of the Work as to which the identity of Subcontractors, Suppliers, and other persons and organizations must be submitted as provided in the Supplementary Conditions. Owner also may consider the operating costs, maintenance requirements, performance data, and guarantees of major items of materials and equipment proposed for incorporation in the Work when such data is required to be submitted prior to the Notice of Award.

16.4 Owner may conduct such investigations, as Owner deems necessary, to assist in the evaluation of any Bid and to establish the responsibility, qualifications, and financial ability of Bidders, proposed Subcontractors, Suppliers, and other persons and organizations to perform and furnish the Work in accordance with the Contract Document to Owner's satisfaction within the prescribed time.

16.5 If the Contract is to be awarded, it will be awarded to the lowest Bidder whose evaluation by Owner indicates that the award will be in the best interests of the Project.

16.6 If the Contract is to be awarded, Owner will give the Successful Bidder a Notice of Award within sixty (60) days after the day of the Bid opening.

17. CONTRACT SECURITY

Article 5 of the General Conditions and the Supplementary Conditions set forth Owner's requirements as to performance and payment Bonds. When the Successful Bidder delivers the executed Agreement to Owner, it must be accompanied by the required performance and payment Bonds.

18. SIGNING OF AGREEMENT

When Owner gives a Notice of Award to the Successful Bidder, it will be accompanied by the required number of unsigned counterparts of the Agreement with other written Contract Documents attached. Within fifteen (15) days thereafter, Contractor shall sign and deliver the required number of counterparts of the Agreement and attached documents to Owner with the required Bonds. Within ten (10) days thereafter, Owner shall deliver one fully signed counterpart to Contractor. Each counterpart is to be accompanied by a complete set of the Drawings with appropriate identification.

19. PREBID CONFERENCE

A prebid conference will be held at before 10:00 AM (EDT) on July 21, 2016 at the Department of Public Works-Water and Waste Water Administration Building, 1000 Shore Lane, Berlin MD

21811. Representatives of Owner and Engineer will be present to discuss the Project. Bidders are encouraged to attend and participate in the conference. Engineer will transmit to all prospective Bidders of record such Addenda as Engineer considers necessary in response to questions arising at the conference.

20. SALES AND USE TAXES

The Owner's exemption from Maryland State Sales and Use Taxes on materials and equipment cannot be passed on to the Contractor. Contractor shall add such taxes within the Contract Price.

21. RETAINAGE

Provisions concerning retainage are set forth in the Agreement.

22. AWARD OF BIDS

The successful Bidder, for purpose of Contract award, shall be the conforming responsible Bidder offering the low unit price bid for the Base Bid Items.

BID FORM

PROJECT IDENTIFICATION: Ocean Pines Vacuum Pump Station A Upgrades

CONTRACT IDENTIFICATION: Contract S020-15-03

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 sixty (60) 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)
_____	_____

   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 ninety (90) calendar days from receipt of Notice to Proceed for the following price as indicated on the Bid Form.

BID FORM

OCEAN PINES VACUUM PUMP STATIONS A UPGRADES
WORCESTER COUNTY, MARYLAND

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QTY	UNIT	COST PER UNIT ($)	TOTAL ITEM COST ($)
1	MOBILIZATION AND DEMOBILIZATION	1	LS		
2	DEMOLITION AND REMOVAL	1	LS		
3	VACUUM SYSTEM UPGRADES	1	LS		
4	BUILDING RENOVATIONS	1	LS		
5	SITE CIVIL	1	LS		
6	LIFT STATION MODIFICATIONS	1	LS		
7	ELECTRICAL EQUIPMENT	1	LS		
8	BIOFILTER	1	LS		
F	**TOTAL BID**				

TOTAL BASE BID PRICE IN WORDS:_____

_____

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:

   EA Engineering, Science, and Technology, Inc. PBC
   11202 Racetrack Road, Unit 103
   Berlin, MD 21811
   Attention: Darl Kolar, P.E.
   dkolar@eaest.com
   Phone: (410) 641-5341
   Fax: (410) 641-5349

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 _____, 201__.

   If Bidder is:

   An Individual

   By _____ (SEAL)
   (Individual's Name)

   doing business at

   Business Address: _____

   _____

   Phone Number: _____

A Partnership

By _____ (SEAL)
(Firm Name)

_____
(General Partner)

Business Address: _____

_____

Phone Number: _____

A Corporation

By _____ (SEAL)
(Corporation Name)

_____
(State of Incorporation)

By _____
(Name of Person Authorized to Sign)

_____
(Title)

(Corporate Seal)

Attest _____(SEAL)
(Secretary)

Business Address: _____

_____

Phone Number: _____

A Joint Venture

By _____
(Name)

_____
(Address)

By _____
(Name)

_____
(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.)

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SECTION 01 20 00	MEASUREMENT AND PAYMENT
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SECTION 02 41 16	DEMOLITION
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SECTION 33 11 13	DUCTILE IRON AND GRAVIY PIPE, VALVES AND FITTINGS

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly by

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ASCE American Society of Civil Engineers

National Society of Professional Engineers
Professional Engineers in Private Practice

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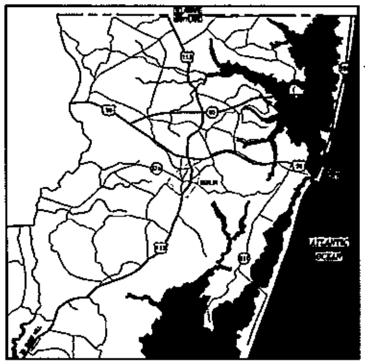


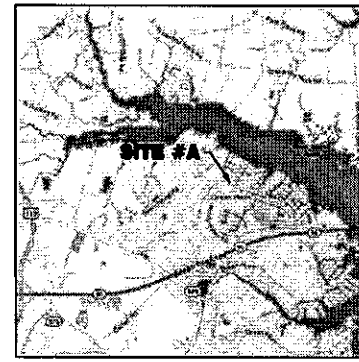
VICINITY MAP

3,000 1,500 0 3,000 6,000
GRAPHIC SCALE IN FEET

WORCESTER COUNTY CONTRACT NUMBER: S-020-15-02

WORCESTER COUNTY
OCEAN PINES VACUUM LIFT STATION A UPGRADE

JULY 2016



LOCATION MAP

1,000 500 0 1,000 2,000
GRAPHIC SCALE IN FEET

GENERAL NOTES:

1. CONTRACTOR SHALL NOTIFY MISS UTILITY, WORCESTER COUNTY DEPARTMENT OF PUBLIC WORKS (DPW), AND WORCESTER COUNTY EROSION AND SEDIMENT CONTROL AT LEAST 72 HOURS PRIOR TO ANY EXCAVATION TO HAVE UNDERGROUND UTILITIES MARKED. UTILITIES SHOWN HEREON ARE APPROXIMATE AND WERE OBTAINED FROM AVAILABLE WORCESTER COUNTY INFORMATION. A PRE-CONSTRUCTION MEETING SHALL BE HELD 48 HOURS PRIOR TO THE COMMENCEMENT OF ANY WORK. ALL UTILITY COMPANIES SHALL BE NOTIFIED BY THE CONTRACTOR TO HAVE ALL UTILITIES MARKED PRIOR TO COMMENCING WORK.
2. CONTRACTOR IS REQUIRED TO TEST PIT AND LOCATE ALL UTILITIES PRIOR TO ANY INTRUSIVE WORK. ANY DAMAGE TO UTILITIES OR ADJACENT INFRASTRUCTURE SHALL BE REPAIRED TO ITS ORIGINAL CONDITION IMMEDIATELY.
3. ALL CONSTRUCTION SHALL BE COMPLETED IN ACCORDANCE WITH THE LATEST OCCUPATIONAL HEALTH AND SAFETY ACT, LATEST EDITION, AND ALL RULES OR REGULATIONS THERETO.
4. THE CONTRACTOR SHALL REPAIR OR REPLACE IN KIND ANY DAMAGE TO EXISTING FEATURES DAMAGED OR DESTROYED DURING CONSTRUCTION.
5. CONTRACTOR SHALL TAKE CARE, CAUTION, AND PROPER MEASURES TO PROTECT ALL TREES AND LANDSCAPING DURING CONSTRUCTION.
6. THE CONTRACTOR IS RESPONSIBLE FOR PROTECTING AND CARING FOR EXISTING STRUCTURES, UTILITY POLES, TRANSFORMERS, AND COMMUNICATION BOXES, A MINIMUM OF 5 LF SHALL BE MAINTAINED BETWEEN THE PLACEMENT OF THE PROPOSED AND ITEMS LISTED ABOVE.
7. UTILITY OUTAGES SUCH AS WATER, GAS, COMMUNICATIONS, AND ELECTRIC ARE REQUIRED. CONTRACTOR IS REQUIRED TO COORDINATE WITH ALL PROVIDERS FOR REPAIR OR SCHEDULED SHUT DOWN.
8. THE CONTRACTOR SHALL COMPLY WITH ALL PERMITS AND APPLICABLE CODES AND REGULATIONS.
9. CONTRACTOR IS RESPONSIBLE TO PROCURE THEIR OWN STAGING AREA AND LAY DOWN AREA. COORDINATION WITH WORCESTER COUNTY MAY BE REQUIRED. LAY DOWN AREAS AND\OR STAGING AREAS SHALL BE PROTECTED WITH PROPER EROSION AND SEDIMENT CONTROLS.
10. ALL WORK IS TO BE PERFORMED WITHIN THE RIGHT OF WAYS AND WITHIN ANY SEWER EASEMENTS. ALL OTHER WORK OUTSIDE OF THESE AREAS WILL REQUIRE COORDINATION WITH THE WORCESTER COUNTY DEPARTMENT OF PUBLIC WORKS FOR APPROVED PROCEDURES, ACCESS, AND PERMISSIONS.
11. CONTRACTOR IS RESPONSIBLE TO COORDINATE PUMP STATION SHUT DOWNS WITH WORCESTER COUNTY. THE CONTRACTOR IS RESPONSIBLE TO COORDINATE THE DRAINING OF ALL SEWAGE FROM ABANDONED PIPES AS WELL AS PIPES FOR CONNECTIONS TO THE EXISTING SYSTEM. CONTRACTOR SHALL HAVE EQUIPMENT ONSITE TO ADDRESS THE REMOVAL OF SEWAGE FROM THE LINE. AT NO TIME IS SEWAGE PERMITTED TO ENCOUNTER THE GROUND.
12. DURING CONNECTION CONTRACTOR SHALL NOT ALLOW SEWAGE TO BE RELEASED ONTO THE GROUND. CONTRACTOR IS RESPONSIBLE TO PROVIDE EQUIPMENT TO SAFELY COLLECT, STORE, AND DELIVER SEWAGE ENCOUNTERED TO THE OCEAN PINES WASTEWATER TREATMENT PLANT.
13. STATION A (OUTLOT A & 296A) DO NOT HAVE ANY WETLANDS OR WETLAND BUFFERS ONSITE.
14. STATION A (OUTLOT A & 296A) IS SITUATED WITHIN FLOOD HAZARD ZONE B, AS SHOWN ON FIRM MAP #240083-0025-A, DATED 2-15-79.
15. STATION A (OUTLOT A & 296A) IS LOCATED IN THE ATLANTIC COASTAL BAYS CRITICAL AREA ZONE: INTENSELY DEVELOPED AREA (IDA) AND ALL PROPOSED WORK IS LOCATED OUTSIDE OF THE 100' CRITICAL AREA BUFFER.
16. ELEVATIONS SHOWN ARE IN FEET ABOVE MEAN SEA LEVEL 1929 DATUM.
17. FOREST CONSERVATION IS NOT REQUIRED FOR EITHER SITE. TREES PROPOSED TO BE REMOVED WILL BE REPLACED IN ACCORDANCE WITH THE CRITICAL AREA COMMISSION AND ARE APPROVED.
18. FINISH FLOOR OF STATION A IS AT ELEVATION 9.2' AND IS THE BENCHMARK FOR THE SITE.
19. STATION A (OUTLOT A) IS PARCEL #10. (LOT 296A) IS PARCEL # 38. BOTH ARE TAX MAP # 16. DEED REFERENCE, RHO 193/376 THE PLATTED AREA OF STATION A (OUTLOT A) IS +/- 12,045 SF AND (LOT 296A) IS +/- 8,549 SF.
20. TOPOGRAPHIC AND LAND SURVEY DONE BY L.E. BUNTING SURVEYS, INC. 410-641-3313 FOR STATION A (OUTLOT A & 296A) 01/13/15.
21. FOREST CONSERVATION IS NOT REQUIRED. TREES PROPOSED TO BE REMOVED WILL BE REPLACED IN ACCORDANCE WITH THE CRITICAL AREA COMMISSION AND ARE APPROVED.
22. CONTRACTOR IS RESPONSIBLE FOR ALL ACTIVITIES RELATING TO CONFINED SPACE ENTRY, REQUIRED PERMITS, TRAINED PERSONNEL AND EQUIPMENT.
23. ALL UNDERGROUND UTILITIES AND EQUIPMENT WERE GENERATED FROM COUNTY SUPPLIED DESIGN DRAWINGS. NO AS-BUILT INFORMATION WAS GIVEN REGARDING ACTUAL LOCATIONS, LENGTHS, AND DEPTHS. CONTRACTOR TO VERIFY AND NOTIFY ENGINEER IF CONFLICTS EXIST.
24. STATION A MUST BE LEFT OPERATIONAL AT ALL TIMES UNLESS A SCHEDULED SHUT DOWN HAS BEEN COORDINATED AND APPROVED WITH THE WORCESTER COUNTY DEPARTMENT OF PUBLIC WORKS.
25. THE PROPERTY IS DEEDED AS A UTILITY OUT-LOT. EACH PROPERTY IS EXEMPT FROM BUILDING RESTRICTION LINES.

See 11"x17" Plans or full size plans in Administration

DRAWING NUMBER	SHEET NUMBER	DRAWING TITLE
T-1	1 OF 24	TITLE SHEET
C-1	2 OF 24	STATION A – EXISTING CIVIL SITE AND DEMOLITION PLAN
C-2	3 OF 24	STATION A – PROPOSED CIVIL SITE PLAN
C-3	4 OF 24	STATION A – SWM, PLANTING, AND FINAL GRADING PLAN
C-4	5 OF 24	STATION A – EXISTING PROFILE AND SECTION
C-5	6 OF 24	STATION A – PROPOSED PROFILE AND SECTION
C-6	7 OF 24	SITE DETAILS I
C-7	8 OF 24	SITE DETAILS II
ES-1	9 OF 24	STATION A – EROSION & SEDIMENT CONTROL PLAN
ES-2	10 OF 24	EROSION & SEDIMENT CONTROL NOTES
ES-3	11 OF 24	EROSION & SEDIMENT CONTROL NOTES AND DETAILS
ES-4	12 OF 24	EROSION & SEDIMENT CONTROL DETAILS
S-1	13 OF 24	STRUCTURAL NOTES AND DETAILS I
S-2	14 OF 24	STRUCTURAL NOTES AND DETAILS II
A-1	15 OF 24	STATION A – FLOOR PLAN, DEMO PLAN, AND ROOF PLAN
A-2	16 OF 24	STATION A – ELEVATIONS, WALL SECTIONS, AND DETAILS
M-1	17 OF 24	MECHANICAL DETAILS I
M-2	18 OF 24	MECHANICAL DETAILS II
E-1	19 OF 24	ABBREVIATIONS & STATION A ELECTRICAL SITE PLAN
E-2	20 OF 24	STATION – A BUILDING PLAN
E-3	21 OF 24	PUMP CONTROL PANEL AND PANELBOARD SCHEDULES
E-4	22 OF 24	PUMP CONTROL PANEL ELEMENTARY
E-5	23 OF 24	PUMP CONTROL PANEL ELEMENTARY CONTINUED & ELEMENTARIES
E-6	24 OF 24	SOFT START ELEMENTARY

REFERENCE SYMBOLS

INDICATES DIRECTION OF CUTTING PLANE
LETTER INDICATES SECTION DESIGNATION
DRAWING NO. WHERE SECTION IS DRAWN

SECTION (A / C-2) — LETTER INDICATES SECTION DESIGNATION; DRAWING NO. WHERE SECTION IS DRAWN

DETAIL (1 / C-2) — NUMBER INDICATES DETAIL DESIGNATION; DRAWING NO. WHERE DETAIL IS DRAWN

CERTIFICATE OF COMPLIANCE

"I HEREBY CERTIFY THAT I HAVE INSPECTED THIS SITE AND THAT DRAINAGE ONTO THIS SITE FROM OTHER UPGRADE PROPERTIES, AND FROM THIS SITE ONTO OTHER DOWNGRADE PROPERTIES HAS BEEN ADDRESSED IN SUBSTANTIAL ACCORDANCE WITH APPLICABLE CODES.

DARL O. KOLAR, P.E.
MD P.E. No. 27732 — DATE

CONSULTANTS CERTIFICATION

"I CERTIFY THAT THIS PLAN OF EROSION AND SEDIMENT CONTROL REPRESENTS A PRACTICABLE AND WORKABLE PLAN BASED ON MY PERSONAL KNOWLEDGE OF THE SITE, AND THIS PLAN WAS PREPARED IN ACCORDANCE WITH THE REQUIREMENTS OF APPLICABLE SOIL EROSION AND SEDIMENT CONTROL CODES." I HAVE REVIEWED THIS EROSION AND SEDIMENT CONTROL PLAN WITH THE OWNER/DEVELOPER."

DARL O. KOLAR, P.E.
MD P.E. NO. 27732 — DATE

OWNER/DEVELOPER/APPLICANTS CERTIFICATION

"I HEREBY CERTIFY THAT I HAVE REVIEWED THIS EROSION AND SEDIMENT CONTROL PLAN AND THAT ALL CLEARING, GRADING, AND CONSTRUCTION, AND/OR DEVELOPMENT WILL BE DONE PURSUANT TO THIS PLAN AND THAT ANY RESPONSIBLE PERSONNEL INVOLVED IN THE CONSTRUCTION PROJECT WILL HAVE A CERTIFICATE OF ATTENDANCE AT A DEPARTMENT OF THE ENVIRONMENT APPROVED TRAINING PROGRAM FOR THE CONTROL OF SEDIMENT AND EROSION BEFORE BEGINNING THE PROJECT."

"ALL PHASES OF STORMWATER MANAGEMENT CALCULATIONS, STRUCTURAL DESIGN AND CONSTRUCTION WILL ADHERE TO CURRENT MARYLAND STANDARDS AND SPECIFICATIONS FOR STORMWATER MANAGEMENT AND THE STORMWATER MANAGEMENT PLAN FOR THIS SITE. ALL INFORMATION SET FORTH IN THIS PLAN ACCURATELY CONVEYS THIS SITES CONDITIONS TO THE BEST OF MY KNOWLEDGE. ALL STRUCTURAL DEVICES FOR STORMWATER MANAGEMENT WILL BE PROTECTED BY PROPER SOIL EROSION AND SEDIMENT CONTROL DEVICES UNTIL ALL CONTRIBUTING AREAS HAVE PASSED FINAL STABILIZATION INSPECTION. UPON COMPLETION OF THIS PROJECT AN AS-CONSTRUCTED SURVEY, NOTICE OF CONSTRUCTION COMPLETION (NOCC), AND LETTER OF CERTIFICATION MUST BE SUBMITTED TO THE DEPARTMENT. EXCEPT INDIVIDUAL SINGLE FAMILY DWELLINGS. ONCE REVIEW IS COMPLETE AND APPROVED, A CERTIFICATION OF OCCUPANCY CAN BE ISSUED."

OWNER/APPLICANT: — DATE

COUNTY COMMISSIONERS
OF WORCESTER COUNTY MARYLAND
1 WEST MARKET ST. – RM 1103
SNOW HILL MARYLAND 21863

DEPARTMENT OF PUBLIC WORKS
6113 TIMMONS ROAD
SNOW HILL, MD 21863

ATTN: JOHN TUSTIN, P.E.
PHONE: (410) 632-5623

THE WATER AND SEWER FACILITIES TO BE CONSTRUCTED IN ACCORDANCE WITH THESE PLANS ARE APPROVED BY WORCESTER COUNTY WATER AND WASTEWATER DIVISION.

WORCESTER COUNTY, WATER AND WASTEWATER DIVISION — DATE

THE WATER AND SEWER FACILITIES TO BE CONSTRUCTED IN ACCORDANCE WITH THESE PLANS ARE APPROVED BY WORCESTER COUNTY DEPARTMENT OF PUBLIC WORKS.

WORCESTER COUNTY, DIRECTOR OF PUBLIC WORKS — DATE

REVISIONS			
NO.	DATE	BY	DESCRIPTION

DESIGN INFORMATION: DESIGNED BY: SD/WMH; DRAWN BY: WMH; CHECKED BY: SD; PROJECT MANAGER: DOK

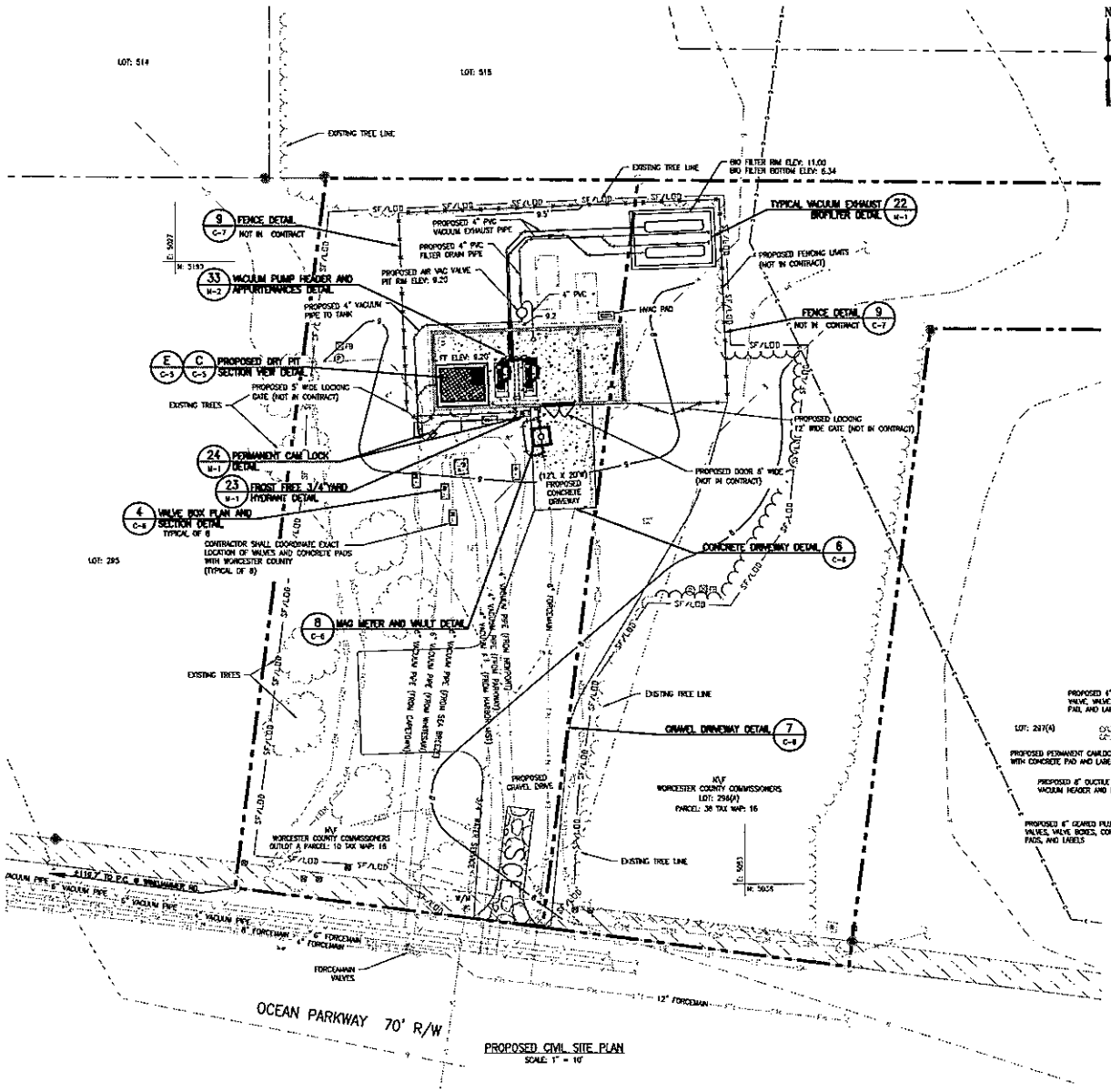
WORCESTER COUNTY
DEPARTMENT OF PUBLIC WORKS
OCEAN PINES VACUUM LIFT STATION A UPGRADE
OCEAN PINES MARYLAND

TITLE SHEET

EA Engineering, Science, and Technology, Inc.
Hunt Valley Center
225 Schilling Circle
Hunt Valley, Maryland 21031
(410) 584-7000

DATE: JULY 2016
PROJECT NUMBER: 6282801.0015
T-1
SHEET: 1 OF 24

FINAL DESIGN - 100% CONSTRUCTION SET

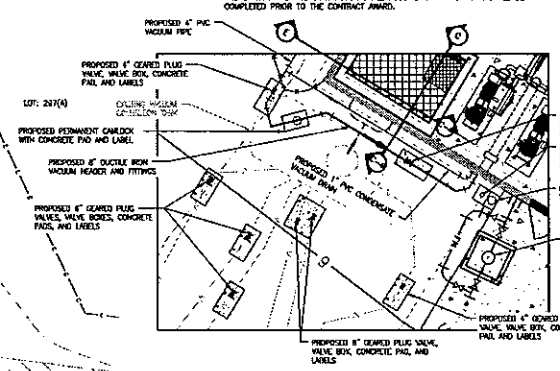


LEGEND

- EXISTING PROPERTY BOUNDARY
- EXISTING ADJACENT PROPERTY BOUNDARY
- EXISTING PLATTED BOUNDARY
- EXISTING CONTOUR AND LABEL
- EXISTING SPOT SHOT
- EXISTING WATER LINE
- EXISTING WATER METER
- EXISTING VACUUM LINE
- EXISTING FORCEMAIN PIPE
- DEMOLISH AND REMOVE
- EXISTING PLUG VALVE
- EXISTING BALL VALVE
- EXISTING CONCRETE PAD
- EXISTING ROAD CENTERLINE
- EXISTING GRAVEL DRIVEWAY
- EXISTING STOCKADE FENCE
- EXISTING TREE OR BRUSH LINE
- EXISTING AND TEMPORARY VACUUM INFLUENT TANK AND GRAVITY PIPE
- EXISTING BUILDING WALL
- EXISTING LIGHT
- EXISTING UNDERGROUND COMMUNICATION LINES
- EXISTING UNDERGROUND ELECTRIC
- PROPOSED BUILDING ADDITION
- PROPOSED VACUUM PIPE
- PROPOSED FORCEMAIN PIPE
- PROPOSED WATER PIPE
- PROPOSED PLUG VALVE
- PROPOSED CONTOUR AND LABEL
- PROPOSED STOCKADE FENCE
- PROPOSED CONCRETE PAD
- PROPOSED TREE OR BRUSH LINE
- PROPOSED LIMIT OF DISTURBANCE
- PROPOSED SILT FENCE
- PROPOSED SILT FENCE \ LIMIT OF DISTURBANCE
- PROPOSED SUPER SILT FENCE
- PROPOSED SUPER SILT FENCE \ LIMIT OF DISTURBANCE
- PROPOSED STABILIZED CONSTRUCTION ENTRANCE
- PROPOSED DIRTY WATER PUMP
- PROPOSED FILTER BAG
- PROPOSED PIPE CAP/PLUG
- PROPOSED PIPE AND FITTINGS
- 100 YEAR FLOOD PLAIN BOUNDARY
- 100 FOOT CRITICAL AREA BOUNDARY

GENERAL NOTES

1. CONTRACTOR SHALL COORDINATE ALL SEWER OUTAGES WITH THE WORCESTER COUNTY DEPARTMENT OF PUBLIC WORKS.
2. ANY CONFLICTS OR DISCREPANCIES NOT SHOWN SHALL BE REPORTED TO THE DEPARTMENT OF PUBLIC WORKS AND THE ENGINEER OF RECORD.
3. BENCHMARK IS SHOWN AT THE CONCRETE FLOOR WITHIN THE EXISTING BUILDING ENTRANCE DOOR SILL. BENCHMARK ELEVATION FOR STATION A IS 9.20'.
4. THE SURVEY WAS COMPLETED USING AN ASSUMED DATUM 3 COORDINATE LOCATIONS ARE SHOWN ON THE PLANS. VERTICAL DATUM IS 1929.
5. COORDINATE STATION STARTUP WITH WORCESTER COUNTY.
6. CONTRACTOR SHALL NOTE THAT STEEL I-BEAMS, BENT BEAMS, TROLLEY, AND APPURTENANCES ARE CURRENTLY BEING INSTALLED IN THE PROCESS AREA OF THE STATION AND THE CONTRACTOR SHALL ASSUME THAT THIS WORK SHALL BE COMPLETED PRIOR TO THE CONTRACT AWARD.



PROPOSED CONDITIONS VALVE LOACTION AND SIZE INSET
SCALE: 1" = 10'

NOTES
1. CONTRACTOR IS TO COORDINATE THE REMOVAL, PLACEMENT OF NEW VALVE, VALVE BOX, CONCRETE PAD, AND LABEL WITH THE COUNTY.

GRAPHIC SCALE IN FEET

THE WATER AND SEWER FACILITIES TO BE CONSTRUCTED IN ACCORDANCE WITH THESE PLANS ARE APPROVED BY WORCESTER COUNTY WATER AND WASTEWATER DIVISION.

WORCESTER COUNTY, WATER AND WASTEWATER DIVISION DATE

THE WATER AND SEWER FACILITIES TO BE CONSTRUCTED IN ACCORDANCE WITH THESE PLANS ARE APPROVED BY WORCESTER COUNTY DEPARTMENT OF PUBLIC WORKS.

WORCESTER COUNTY, DIRECTOR OF PUBLIC WORKS DATE

NO.	DATE	BY	REVISIONS	DESCRIPTION

DESIGN INFORMATION: DESIGNED BY: CEW/MFH; DRAWN BY: MBM; CHECKED BY: SD; PROJECT MANAGER: DCK

PROFESSIONAL CERTIFICATION. I HEREBY CERTIFY THAT THESE DOCUMENTS WERE PREPARED OR APPROVED BY ME, AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MARYLAND. LICENSE NO. 31717. EXPIRATION DATE: JULY 14, 2016

WORCESTER COUNTY
DEPARTMENT OF PUBLIC WORKS
OCEAN PINES VACUUM LIFT STATION A UPGRADE
OCEAN PINES, MARYLAND

STATION A – PROPOSED CIVIL SITE PLAN

EA Engineering, Science, and Technology, Inc.
Hunt Valley Center
225 Schilling Circle
Hunt Valley, Maryland 21031
(410) 584-7000

DATE: JULY 2014
PROJECT NUMBER: 6282801.0015

C-2
SHEET: 3 OF 24

FINAL DESIGN - 100% CONSTRUCTION SET

RECEIVED
JUN 29 2016
Worcester County Admin

13

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

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

MEMORANDUM

TO: Harold L. Higgins, Chief Administrative Officer
FROM: John S. Ross, P.E., Deputy Director
DATE: June 28, 2016
SUBJECT: Bid Request – Eagle's Landing Irrigation System

Attached are Construction Plans, Specifications and a Bidder's List for construction of the Eagle's Landing Golf Course Spray Irrigation System. This will be the first contract related to the construction of the effluent disposal system at the Eagle's Landing Golf Course and is being funded by the US Department of Agriculture Rural Utility Service loan/grant offer.

We are requesting that the County Commissioners authorize the Department to proceed with bidding this work.

Should you have any questions, please feel free to call me.

Attachments

cc: John H. Tustin, P.E., Director
Jessica Ramsay, Enterprise Fund Controller

EAGLES LANDING GOLF COURSE IRRIGATION IMPROVEMENTS

WORCESTER COUNTY, MD
TOWN OF OCEAN CITY, MD

DRAFT

ADVERTISEMENT FOR BIDS

Sealed Bids, in duplicate, for the construction of the **EAGLES LANDING GOLF COURSE IRRIGATION IMPROVEMENTS** will be received by **WORCESTER COUNTY COMMISSIONERS**, at the **OFFICE OF THE COUNTY COMMISSIONERS, ROOM 1103 – WORCESTER COUNTY GOVERNMENT CENTER, ONE WEST MARKET STREET, SNOW HILL, MARYLAND 21863**, until **1:00PM** local time on **AUGUST 8, 2016,** at which time the Bids received will be publicly opened and read.

The Project consists of the installation of a complete irrigation system. Work includes furnishing all equipment, material, and labor for the work described in the bid document drawings and specifications.

Bids will be received for a single prime Contract. Bids shall be on a lump sum and unit price basis, with additive alternate bid items as indicated in the Bid Form.

The Issuing Office for the Bidding Documents is: **WORCESTER COUNTY COMMISSIONERS, ONE WEST MARKET STREET, SNOW HILL, MD 21863.**

Bidding Documents may be obtained from **DiCarlo Precision Instruments, Inc. 2006 Northwood Drive, Salisbury, Maryland 21804 (410-749-0112).** The date that the Bidding Documents are transmitted by the Issuing Office will be considered the prospective Bidder's date of receipt of the Bidding Documents. Partial sets of Bidding Documents will not be available from the Issuing Office. Neither Owner nor Engineer will be responsible for full or partial sets of Bidding Documents, including Addenda if any, obtained from sources other than the Issuing Office.

A pre-bid conference will be held at **10:00AM** local time on **JULY 15, 2016** at **EAGLES LANDING GOLF COURSE CLUB HOUSE** at **12367 EAGLES NEST ROAD, BERLIN, MD 21811.** Attendance at the pre-bid conference is highly encouraged but is not mandatory.

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 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 completion, responsibility of bidders being considered, previous experience of bidders with County contracts, or any other factors they deem appropriate.

Bid security shall be furnished in accordance with the Instructions to Bidders.

Inquires shall be directed to:

Owner: **Worcester County Department of Public Works**
By: **Mr. John Ross, P.E.**
Title: **Deputy Director of Public Works**
Phone: 410-641-5251 - Ext. 2412

+ + END OF ADVERTISEMENT FOR BIDS + +

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BIDDERS' LIST

Irrigation System Improvements
Eagle's Landing Golf Course

Landscapes Unlimited
1201 Aries Drive
Lincoln, NE 68512
402-423-6653
roy@landscapesunlimited.com
Roy Wilson

Leibold Irrigation, Inc
18950 County Hwy 5 West
East Dubuque, IL 61025
815-747-6024
jboyer@li-inc.com
Jim Boyer

Tanto Irrigation
5 North Payne St #1
Elmsford, NY 10523
914-347-5770
info@tantoirrigation.com
William Bartels

Full set of Plans and specifications available for review in County Administration

Eagles Landing Golf Course
Ocean City, Maryland

IRRIGATION PROJECT
MANUAL AND SPECIFICATIONS

Prepared for:

Worcester County Commissioners
1 West Market Street, Snow Hill, MD 21863

July, 2016

by

MICHAEL KUHN & ASSOCIATES, INC.
IRRIGATION DESIGN CONSULTANTS
2368 LIVERPOOL STREET • AUBURN HILLS, MICHIGAN 48326

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Appendix

County Roads Permit
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SUGGESTED INSTRUCTIONS TO BIDDERS

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ARTICLE 1 – DEFINED TERMS

1.01 Terms used in these Instructions to Bidders have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below:

A. *Issuing Office* – The office from which the Bidding Documents are to be issued.

ARTICLE 2 – COPIES OF BIDDING DOCUMENTS

2.01 Complete sets of the Bidding Documents may be obtained from the Issuing Office in the number and format stated in the advertisement or invitation to bid.

2.02 Complete sets of Bidding Documents shall be used in preparing Bids; neither Owner nor Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

2.03 Owner and Engineer, in making copies of Bidding Documents available on the above terms, do so only for the purpose of obtaining Bids for the Work and do not authorize or confer a license for any other use.

ARTICLE 3 – QUALIFICATIONS OF BIDDERS

3.01 This section has been deleted in its entirety from the original EJCDC C-200.

ARTICLE 4 – SITE AND OTHER AREAS; EXISTING SITE CONDITIONS; EXAMINATION OF SITE; OWNER'S SAFETY PROGRAM; OTHER WORK AT THE SITE

4.01 *Site and Other Areas*

A. The Site is identified in the Bidding Documents. By definition, the Site includes rights-of-way, easements, and other lands furnished by Owner for the use of the Contractor. Any additional lands required for temporary construction facilities, construction equipment, or storage of materials and equipment, and any access needed for such additional lands, are to be obtained and paid for by Contractor.

4.02 *Existing Site Conditions*

A. Subsurface and Physical Conditions; Hazardous Environmental Conditions

1. The Supplementary Conditions identify:

a. those reports known to Owner of explorations and tests of subsurface conditions at or adjacent to the Site.

b. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities).

c. reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site.

d. Technical Data contained in such reports and drawings.

2. Owner will make copies of reports and drawings referenced above available to any Bidder on request. These reports and drawings are not part of the Contract Documents, but the Technical Data contained therein upon whose accuracy Bidder is entitled to rely, as provided in the General Conditions, has been identified and established in the Supplementary Conditions. Bidder is responsible for any

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interpretation or conclusion Bidder draws from any Technical Data or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.

3. If the Supplementary Conditions do not identify Technical Data, the default definition of Technical Data set forth in Article 1 of the General Conditions will apply.

B. Underground Facilities: Information and data shown or indicated in the Bidding Documents with respect to existing Underground Facilities at or contiguous to the Site are set forth in the Contract Documents and are based upon information and data furnished to Owner and Engineer by owners of such Underground Facilities, including Owner, or others.

C. Adequacy of Data: Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to subsurface conditions, other physical conditions, and Underground Facilities, and possible changes in the Bidding Documents due to differing or unanticipated subsurface or physical conditions appear in Paragraphs 5.03, 5.04, and 5.05 of the General Conditions. Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to a Hazardous Environmental Condition at the Site, if any, and possible changes in the Contract Documents due to any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work, appear in Paragraph 5.06 of the General Conditions.

4.03 *Site Visit and Testing by Bidders*

A. Bidder shall conduct the required Site visit during normal working hours, and shall not disturb any ongoing operations at the Site.

B. Bidder is not required to conduct any subsurface testing, or exhaustive investigations of Site conditions. **However, Bidder is responsible for making reasonable inspections of Site conditions in accordance with Article 5 hereof.**

C. On request, and to the extent Owner has control over the Site, and schedule permitting, the Owner will provide Bidder access to the Site to conduct such additional examinations, investigations, explorations, tests, and studies as Bidder deems necessary for preparing and submitting a successful Bid. Owner will not have any obligation to grant such access if doing so is not practical because of existing operations, security or safety concerns, or restraints on Owner's authority regarding the Site.

D. Bidder shall comply with all applicable Laws and Regulations regarding excavation and location of utilities, obtain all permits, and comply with all terms and conditions established by Owner or by property owners or other entities controlling the Site with respect to schedule, access, existing operations, security, liability insurance, and applicable safety programs.

E. Bidder shall fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies.

4.04 *Owner's Safety Program*

A. Site visits and work at the Site may be governed by an Owner safety program. As the General Conditions indicate, if an Owner safety program exists, it will be noted in the Supplementary Conditions.

4.05 *Other Work at the Site*

A. Reference is made to Article 8 of the Supplementary Conditions for the identification of the general nature of other work of which Owner is aware (if any) that is to be performed at

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the Site by Owner or others (such as utilities and other prime contractors) and relates to the Work contemplated by these Bidding Documents. If Owner is party to a written contract for such other work, then on request, Owner will provide to each Bidder access to examine such contracts (other than portions thereof related to price and other confidential matters), if any.

ARTICLE 5 – BIDDER'S REPRESENTATIONS

5.01 It is the responsibility of each Bidder before submitting a Bid to:

A. examine and carefully study the Bidding Documents, and any data and reference items identified in the Bidding Documents;

B. visit the Site, conduct a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfy itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work;

C. become familiar with and satisfy itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work;

D. carefully study all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings;

E. consider the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs;

F. agree, based on the information and observations referred to in the preceding paragraph, that at the time of submitting its Bid no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents;

G. become aware of the general nature of the work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents;

H. promptly give Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by Engineer is acceptable to Bidder;

I. determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work; and

J. agree that the submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, that without

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exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 6 – PRE-BID CONFERENCE

6.01 A pre-Bid conference will be held at the time and location stated in the invitation or advertisement to bid. The pre-Bid conference is not mandatory, but Bidders are encouraged to attend and participate in the pre-Bid conference. Representatives of Owner and Engineer will be present to discuss the Project. Engineer will transmit to all prospective Bidders of record such Addenda as Engineer considers necessary in response to questions arising at the conference. Oral statements may not be relied upon and will not be binding or legally effective.

ARTICLE 7 – INTERPRETATIONS AND ADDENDA

7.01 All questions about the meaning or intent of the Bidding Documents are to be submitted to Engineer in writing. Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda delivered to all parties recorded as having received the Bidding Documents, **but it shall be the Bidder's responsibility to make inquiry as to the addenda issued.** Questions received less than seven days prior to the date for opening of Bids may not be answered. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

7.02 Addenda may be issued to clarify, correct, supplement, or change the Bidding Documents. **All Bidders shall acknowledge receipt of all Addenda on the Bid Form. Failure to do so will result in Bid rejection.**

ARTICLE 8 – BID SECURITY

8.01 A Bid must be accompanied by Bid security made payable to Owner in an amount of **five (5%)** percent of Bidder's maximum Bid price (determined by adding the base bid and all alternates) and in the form of a certified check, bank money order, or a Bid bond (on the form included in the Bidding Documents) issued by a surety meeting the requirements of Paragraphs 6.01 and 6.02 of the General Conditions. **The Bid Bond included in the Bidding Documents must be completed and submitted with the Bid. All Bids without the properly executed Bid Bond in the format as required herein may be rejected.**

8.02 The Bid security of the apparent Successful Bidder will be retained until Owner awards the contract to such Bidder, and such Bidder has executed the Contract Documents, furnished the required contract security, and met the other conditions of the Notice of Award, whereupon the Bid security will be released. If the Successful Bidder fails to execute and deliver the Contract Documents and furnish the required contract security within **20** days after the Notice of Award, Owner may consider Bidder to be in default, annul the Notice of Award, and the Bid security of that Bidder will be forfeited, **in which case the Bid security accompanying the proposal shall become the property of Owner. The next low Bidder in order of Bid price shall then be considered the lowest responsive Bidder and the Contract will be awarded to him. Should this Bidder default, the next low Bidder shall be considered and so on. In each case, a defaulting Bidder forfeits the Bid security.**

8.03 The Bid security of other Bidders that Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of seven days after the Effective Date of the Contract or 61 days after the Bid opening, whereupon Bid security furnished by such Bidders will be released.

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ARTICLE 9 – CONTRACT TIMES

9.01 **After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time (as duly adjusted pursuant to the Contract for completion and readiness for final payment, Contractor shall pay Owner $1080.00 for each day that expires after such time until the Work is completed and ready for final payment. Bidders must be prepared to complete the work within the Contract term as defined in these documents and as noted as the completion date on the Notice To Proceed.**

ARTICLE 10 – LIQUIDATED DAMAGES

10.01 Provisions for liquidated damages, if any, for failure to timely attain a Milestone, Substantial Completion, or completion of the Work in readiness for final payment, are set forth in the Agreement.

ARTICLE 11 – SUBSTITUTE AND "OR-EQUAL" ITEMS

11.01 The Contract for the Work, if awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents, and those "or-equal" or substitute or materials and equipment subsequently approved by Engineer prior to the submittal of Bids and identified by Addendum. No item of material or equipment will be considered by Engineer as an "or-equal" or substitute unless written request for approval has been submitted by Bidder and has been received by Engineer at least 15 days prior to the date for receipt of Bids **in the case of a proposed substitute and 5 days prior in the case of a proposed "or-equal.".** Each such request shall comply with the requirements of Paragraphs 7.04 and 7.05 of the General Conditions. The burden of proof of the merit of the proposed item is upon Bidder. Engineer's decision of approval or disapproval of a proposed item will be final. If Engineer approves any such proposed item, such approval will be set forth in an Addendum issued to all prospective Bidders. Bidders shall not rely upon approvals made in any other manner. **Substitutes and "or-equal" materials and equipment may be proposed by Contractor in accordance with Paragraphs 7.04 and 7.05 of the General Conditions after the Effective Date of the Contract.**

11.02 All prices that Bidder sets forth in its Bid shall be based on the presumption that the Contractor will furnish the materials and equipment specified or described in the Bidding Documents, as supplemented by Addenda. Any assumptions regarding the possibility of post-Bid approvals of "or-equal" or substitution requests are made at Bidder's sole risk.

11.03 **If an award is made, Contractor shall be allowed to submit proposed substitutes and "or-equals" in accordance with the General Conditions.**

ARTICLE 12 – SUBCONTRACTORS, SUPPLIERS, AND OTHERS

12.01 Bidders must submit to Owner a list of the Subcontractors proposed for each type of work identified in the Bid Form.

If Owner or Engineer, after due investigation, has reasonable objection to any proposed Subcontractor, Supplier, individual, or entity, Owner may, before the Notice of Award is given, request apparent Successful Bidder to submit an acceptable substitute, in which case apparent Successful Bidder shall submit a substitute, Bidder's Bid price will be increased (or decreased) by the difference in cost occasioned by such substitution, and Owner may consider such price adjustment in evaluating Bids and making the Contract award.

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12.02 If apparent Successful Bidder declines to make any such substitution, Owner may award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors, Suppliers, or other individuals or entities. Declining to make requested substitutions will constitute grounds for forfeiture of the Bid security of any Bidder. Any Subcontractor, Supplier, individual, or entity so listed and against which Owner or Engineer makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Engineer subject to subsequent revocation of such acceptance as provided in Paragraph 7.06 of the General Conditions.

12.03 **Contractor shall not be required to employ any Subcontractor, Supplier, individual, or entity against whom Contractor has reasonable objection.**

12.04 The Contractor shall not award work to Subcontractor(s) in excess of the limits stated in SC 7.06.

12.05 Subcontractors shall be duly licensed in the State of Maryland and meet the requirements of COMAR.

12.06 Each Bidder shall complete the "Listing of Subcontractors" in its entirety. Failure to do so may render the Bid Form non-responsive and may be grounds for its rejection by Owner.

12.07 Contractor shall provide Owner within thirty (30) days of signing the Agreement copies of all business or occupational licenses required of Subcontractors that will perform work on the Contract. If a Subcontractor is hired or contracted more than twenty (20) days after Contractor signed the Agreement the occupational or business licenses of the Subcontractors shall be provided to Owner within ten (10) days of being contracted or hired. These timeframes do not preclude Owner from making an earlier request for a copy of the business or occupational licenses of the Subcontractors in performing an investigation of a Subcontractor under this Article.

ARTICLE 13 – PREPARATION OF BID

13.01 The Bid Form is included with the Bidding Documents.

A. All blanks on the Bid Form shall be completed in ink **or typewritten** and the Bid Form signed in ink. Erasures or alterations shall be initialed in ink by the person signing the Bid Form. A Bid price shall be indicated for each section, Bid item, alternate, adjustment unit price item, and unit price item listed therein. **Failure to comply may be cause for rejection. No allowances, segregated Bids or assignments will be considered. State all amounts in numerical figures. A Bidder shall make no additional stipulations on the Bid Form to qualify his Bid by attachments or any other matter. Stipulations or qualifications will be subject to Bid rejection.**

13.02 A Bid by a corporation shall be executed in the corporate name by a corporate officer (whose title must appear under the signature). The corporate address and state of incorporation shall be shown. The corporate seal shall be affixed and attested by the corporate secretary or an assistant corporate secretary.

13.03 A Bid by a limited liability company shall be executed in the name of the firm by a member or other authorized person. The state of formation of the firm and the official address of the firm shall be shown.

13.04 A Bid by an individual shall show the Bidder's name and official address.

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13.05 A Bid by a joint venture shall be executed by an authorized representative of each joint venturer in the manner indicated on the Bid Form. The official address of the joint venture shall be shown.

13.06 All names shall be printed in ink below the signatures.

13.07 The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be filled in on the Bid Form.

13.08 The Bid shall contain the State of Maryland business license, or Bidder shall submit evidence in writing that it has initiated the license process in accordance with the State of Maryland Code and provide a written covenant that it shall obtain such license prior to the award of the Contract and attach such covenant to the Bid. Bidder's state contractor license number, if any, shall also be shown on the Bid Form.

13.09 **Each Bid must be accompanied by the completed Non-Collusion Statement, Listing of Subcontractors, and any other required bid submission forms.**

ARTICLE 14 – BASIS OF BID

14.01 *Lump Sum*

A. Bidders shall submit a Bid on a lump sum basis as set forth in the Bid Form.

14.02 *Unit Price*

A. Bidders shall submit a Bid on a unit price basis for each item of Work listed in the unit price section of the Bid Form.

B. The "Bid Price" (sometimes referred to as the extended price) for each unit price Bid item will be the product of the "Estimated Quantity" (which Owner or its representative has set forth in the Bid Form) for the item and the corresponding "Bid Unit Price" offered by the Bidder. The total of all unit price Bid items will be the sum of these "Bid Prices"; such total will be used by Owner for Bid comparison purposes. The final quantities and Contract Price will be determined in accordance with Paragraph 13.03 of the General Conditions.

C. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

14.03 *Allowances*

A. For cash allowances the Bid price shall include such amounts as the Bidder deems proper for Contractor's overhead, costs, profit, and other expenses on account of cash allowances, if any, named in the Contract Documents, in accordance with Paragraph 13.02.B of the General Conditions.

ARTICLE 15 – SUBMITTAL OF BID

15.01 Within each copy of the Bidding Documents, the Bid Form is to be completed and submitted with the Bid security and the other documents required to be submitted under the terms of Article 7 of the Bid Form.

15.02 A Bid shall be received no later than the date and time prescribed and at the place indicated in the advertisement or invitation to bid and shall be **sealed** in a plainly marked package with the Project title, **the Bid Opening date and time, and the Bidder's name, address and Maryland license number. Each bid shall be completed on the forms provided**. If a Bid is sent by mail or

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other delivery system, the sealed envelope containing the Bid shall be enclosed in a separate package plainly marked on the Lower right hand corner with the notation "BID ENCLOSED – Eagles Landing Irrigation." A mailed Bid shall be addressed to **WORCESTER COUNTY**, at the **Office of the County Commissioners, Room 1103 – Worcester County Government Center, One West Market Street, Snow Hill, Maryland 21863.**

15.03 Bids received after the date and time prescribed for the opening of bids, or not submitted at the correct location or in the designated manner, will not be accepted and will be returned to the Bidder unopened. **Oral, telegraphic, electronic, or telephonic Bids are invalid and will not receive consideration.**

ARTICLE 16 – MODIFICATION AND WITHDRAWAL OF BID

16.01 A Bid may be withdrawn by an appropriate document duly executed in the same manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids. Upon receipt of such notice, the unopened Bid will be returned to the Bidder.

16.02 If a Bidder wishes to modify its Bid prior to Bid opening, Bidder must withdraw its initial Bid in the manner specified in Paragraph 16.01 and submit a new Bid prior to the date and time for the opening of Bids.

16.03 **Bids may not be withdrawn within sixty (60) days after the Bid Opening.**

ARTICLE 17 – OPENING OF BIDS

17.01 Bids will be opened at the time and place indicated in the advertisement or invitation to bid and, unless obviously non-responsive, read aloud publicly. An abstract of the amounts of the base Bids and major alternates, if any, will be made available to Bidders after the opening of Bids.

ARTICLE 18 – BIDS TO REMAIN SUBJECT TO ACCEPTANCE

18.01 All Bids will remain subject to acceptance for the period of time stated in the Bid Form, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period.

ARTICLE 19 – EVALUATION OF BIDS AND AWARD OF CONTRACT

19.01 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner will reject the Bid of any Bidder that Owner finds, after reasonable inquiry and evaluation, to not be responsible.

19.02 If Owner awards the contract for the Work, such award shall be to the responsible Bidder submitting the lowest responsive Bid.

19.03 Evaluation of Bids

A. In evaluating Bids, Owner will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices, and other data, as may be requested in the Bid Form or prior to the Notice of Award.

19.04 In evaluating whether a Bidder is responsible, Owner will consider the qualifications of the Bidder and may consider the qualifications and experience of Subcontractors and Suppliers proposed for those portions of the Work for which the identity of Subcontractors and Suppliers must be submitted as provided in the Bidding Documents.

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19.05 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders and any proposed Subcontractors or Suppliers.

ARTICLE 20 – BONDS AND INSURANCE

20.01 Article 6 of the General Conditions, as may be modified by the Supplementary Conditions, sets forth Owner's requirements as to performance and payment bonds and insurance. When the Successful Bidder delivers the Agreement (executed by Successful Bidder) to Owner, it shall be accompanied by required bonds and insurance documentation.

ARTICLE 21 – SIGNING OF AGREEMENT

21.01 When Owner issues a Notice of Award to the Successful Bidder, it shall be accompanied by the unexecuted counterparts of the Agreement along with the other Contract Documents as identified in the Agreement. Within **20** days thereafter, Successful Bidder shall execute and deliver the required number of counterparts of the Agreement (and any bonds and insurance documentation required to be delivered by the Contract Documents) to Owner. Owner shall deliver one fully executed counterpart of the Agreement to Successful Bidder. Owner shall not be bound by these Contract Documents by agreement until both parties have executed the Agreement, and a fully executed Agreement has been delivered to Contractor.

ARTICLE 22 – STATE TAXES

22.01 The Contractor shall be responsible for requesting an exempt status from the Owner for the payment of any state taxes, if any, assessed in relation to the Work, including but not limited to gross receipt taxes.

ARTICLE 23 – CONTRACTS TO BE ASSIGNED

23.01 This section has been deleted in its entirety from the original EJCDC C-200.

ARTICLE 24-WAGE RATE REQUIREMENTS

24.01 If the contract price is in excess of $100,000, provisions of the Contract Work Hours and Safety Standards Act at 29 CFR 5.5(b) apply.

24.02 State of Maryland Prevailing Wage Rates and Davis Bacon Wage Rates DO NOT apply to this project.

ARTICLE 25 – REGULATIONS

25.01 If a conflict exists between the federal, state, and local regulations in the Contract Documents, the most stringent requirement will govern.

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BID FORM

EAGLES LANDING GOLF COURSE IRRIGATION IMPROVEMENTS

WORCESTER COUNTY CONTRACT

EJCDC® C-410, Bid Form for Construction Contracts.
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ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

OFFICE OF THE COUNTY COMMISSIONERS
ROOM 1103
WORCESTER COUNTY GOVERNMENT CENTER
ONE WEST MARKET STREET
SNOW HILL, MARYLAND 21863

The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

Addendum No.	Addendum, Date

B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations

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obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.

F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.

G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.

H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.

I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.

J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;

B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;

C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and

D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the e execution of the Contract.

E. There has been no violation of copyrights or patent rights in manufacturing, producing or selling the product or services shipped or ordered as a result of this Bid. The successful

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Bidder shall, at his own expense, defend any and all actions or suits charging such infringements, and will save Sussex County, and its appointed and elected officials, officers, partners, directors, employees, and agents harmless from any and all liability, loss, or expense occasioned by any such violation.

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ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

BASE BID

ITEM NO.	DESCRIPTION OF WORK	SIZE OR DEPTH	UNIT	EST QTY	TOTAL BASE BID PRICE
1.	Base Bid 1 (Toro or Approved Equal – Complete System – Base Bid)	--	LS	1	

(Written Amount) _____

ADD/DEDUCT ALTERNATE #1

ITEM NO.	DESCRIPTION OF WORK	SIZE OR DEPTH	UNIT	EST QTY	ADD/DEDUCT PRICE PRICE
A1.	Add/Deduct Price to Substitute Rainbird or Approved Equal (Complete System)	--	LS	1	

(Written Amount) _____

CONTINGENCY UNIT PRICE LIST – IRRIGATION SYSTEM

ITEM NO.	DESCRIPTION OF WORK	SIZE OR DEPTH	UNIT	EST QTY	UNIT PRICE
U-1	Furnish and Install the Specified Pipe	12"	LF	100	
U-2		10"	LF	100	
U-3		8"	LF	100	
U-4		6"	LF	250	
U-5		4"	LF	450	
U-6		3"	LF	350	
U-7		2"	LF	2,000	

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ITEM NO.	DESCRIPTION OF WORK	SIZE OR DEPTH	UNIT	EST QTY	UNIT PRICE
U-8	Furnish and Install Gate Valves	12"	EA	1	
U-9		10"	EA	1	
U-10		8"	EA	1	
U-11		6"	EA	2	
U-12		4"	EA	2	
U-13		3"	EA	15	
U-14		2"	EA	10	
U-15	Furnish and Install Valve in Head Sprinkler, including swing joint, 65' of pipe, wire and splice assembly	--	EA	20	
U-16	Furnish and Install Valve in Head Sprinkler, including swing joint, 80' of pipe, wire and splice assembly	--	EA	10	
U-17	Furnish and Install Quick Coupling Valve, including swing joint and valve box	1"	EA	10	
U-18	Furnish and Install Small Rotary Zone, Including six (6) rotors, automatic valve, decoder, valve box, wire, and splice assembly	--	EA	1	
U-19	Furnish and Install Small Spray Zone, Including Twelve (12) sprays, automatic valve, decoder, valve box, wire, and splice assembly	--	EA	1	
U-20	Repair 4" Drain Tile	4"	LF	2,500	

5.02 Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

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ARTICLE 6 – TIME OF COMPLETION

6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

6.03 Notice to Proceed shall not be granted earlier than October 3, 2016 No excavation work or hole closing until October 31st, 2016

Please indicate

- ☐ **Will complete** the items of work within the time frame set forth in these documents, and will achieve substantial completion by April 1, 2017.

- ☐ **Unable to complete** the items of work within the time frame set forth in these documents. Our intended completion date would be _____.

ARTICLE 7 – ATTACHMENTS TO THIS BID

7.01 The following documents are submitted with and made a condition of this Bid:

A. Required Bid Bond;

B. Listing of Proposed Subcontractors;

C. List of Major Products or Equipment;

D. State of MD contractor license; or evidence that Contractor has initiated the license process and a written covenant to obtain such license prior to the award of the Contract.

E. Certification Regarding Compliance With Equal Opportunity Requirements/Non-Segregated Facilities Certification;

F. If Bid amount exceeds $10,000, signed Compliance Statement (RD 400-6). Refer to specific equal opportunity requirements set forth in the Supplemental General Conditions;

G. If Bid amount exceeds $25,000, signed Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions (AD-1048);

H. If Bid amount exceeds $100,000, signed RD Instruction 1940-Q, Exhibit A-1, Certification for Contracts, Grants, and Loans; and

I. Non-Collusion Statement.

7.02 The Bidder's failure to provide a proper and current copy of its contractor license or evidence in writing that it has initiated the license process may result in rejection of its Bid.

ARTICLE 8 – DEFINED TERMS

8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

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ARTICLE 9 – BID SUBMITTAL

BIDDER:

_____

By:
Signature _____

Printed name _____

Attest:
Signature _____

Printed name _____

Title: _____

Submittal Date: _____

Address for giving notices:

_____

_____

_____

Telephone Number: _____

Fax Number: _____

Contact Name and e-mail address: _____

_____

Bidder's License No.: _____

Affix Corporate Seal
and Acknowledge
All Addenda

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Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

BIDDER *(Name and Address)*:

SURETY *(Name, and Address of Principal Place of Business)*:

OWNER *(Name and Address)*:

BID

Bid Due Date:

Description *(Project Name— Include Location)*:

BOND

Bond Number:

Date:

Penal sum _____ $ _____

(Words) (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER	**SURETY**
_____ (Seal)	_____ (Seal)
Bidder's Name and Corporate Seal	Surety's Name and Corporate Seal
By: _____	By: _____
Signature	Signature (Attach Power of Attorney)
_____	_____
Print Name	Print Name
_____	_____
Title	Title
Attest: _____	Attest: _____
Signature	Signature
Title	Title

Note: Addresses are to be used for giving any required notice.

Provide execution by any additional parties, such as joint venturers, if necessary.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond

shall be Owner's sole and exclusive remedy upon default of Bidder.

2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.

3. This obligation shall be null and void if:

3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or

3.2 All Bids are rejected by Owner, or

3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).

4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.

6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after the Bid due date.

7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.

9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

QUALIFICATIONS STATEMENT

THE INFORMATION SUPPLIED IN THIS DOCUMENT IS CONFIDENTIAL TO THE EXTENT PERMITTED BY LAWS AND REGULATIONS

1. **SUBMITTED BY:**

   Official Name of Firm: _____

   Address: _____

   _____

   _____

2. **SUBMITTED TO:** _____

3. **SUBMITTED FOR:** _____

   Owner: _____

   Project Name: _____

   _____

   _____

   _____

   TYPE OF WORK: _____

   _____

   _____

4. **CONTRACTOR'S CONTACT INFORMATION**

   Contact Person: _____

   Title: _____

   Phone: _____

   Email: _____

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5. **AFFILIATED COMPANIES:**

Name: _____

Address: _____

_____

_____

6. **TYPE OF ORGANIZATION:**

☐ SOLE PROPRIETORSHIP

Name of Owner: _____

Doing Business As: _____

Date of Organization: _____

☐ PARTNERSHIP

Date of Organization: _____

Type of Partnership: _____

Name of General Partner(s): _____

_____

_____

☐ CORPORATION

State of Organization: _____

Date of Organization: _____

Executive Officers:

- President: _____
- Vice President(s): _____

_____

_____

- Treasurer: _____
- Secretary: _____

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☐ LIMITED LIABILITY COMPANY

State of Organization: _____

Date of Organization: _____

Members: _____

_____

_____

_____

☐ JOINT VENTURE

Sate of Organization: _____

Date of Organization: _____

Form of Organization: _____

Joint Venture Managing Partner

- Name: _____
- Address: _____

_____

_____

Joint Venture Managing Partner

- Name: _____
- Address: _____

_____

Joint Venture Managing Partner

- Name: _____
- Address: _____

_____

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7. LICENSING

Jurisdiction: _____

Type of License: _____

License Number: _____

Jurisdiction: _____

Type of License: _____

License Number: _____

8. CERTIFICATIONS

CERTIFIED BY:

Disadvantage Business Enterprise: _____

Minority Business Enterprise: _____

Woman Owned Enterprise: _____

Small Business Enterprise: _____

Other (_____): _____

9. BONDING INFORMATION

Bonding Company: _____

Address: _____

_____

Bonding Agent: _____

Address: _____

_____

_____

Contact Name: _____

Phone: _____

Aggregate Bonding Capacity: _____

Available Bonding Capacity as of date of this submittal: _____

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10. FINANCIAL INFORMATION

~~Financial Institution:~~ **Not Applicable**

~~Address:~~ **Not Applicable**

~~Account Manager~~: **Not Applicable**

~~Phone:~~ **Not Applicable**

~~INCLUDE AS AN ATTACHMENT AN AUDITED BALANCE SHEET FOR EACH OF THE LAST 3 YEARS~~ - **Not Applicable**

11. CONSTRUCTION EXPERIENCE:

Current Experience:

List on **Schedule A** all uncompleted projects currently under contract (If Joint Venture list each participant's projects separately).

Previous Experience:

List on **Schedule B** all projects completed within the last 5 Years (If Joint Venture list each participant's projects separately).

Has firm listed in Section 1 ever failed to complete a construction contract awarded to it?

☐ YES ☐ NO

If YES, attach as an Attachment details including Project Owner's contact information.

Has any Corporate Officer, Partner, Joint Venture participant or Proprietor ever failed to complete a construction contract awarded to them in their name or when acting as a principal of another entity?

☐ YES ☐ NO

If YES, attach as an Attachment details including Project Owner's contact information.

Are there any judgments, claims, disputes or litigation pending or outstanding involving the firm listed in Section 1 or any of its officers (or any of its partners if a partnership or any of the individual entities if a joint venture)?

☐ YES ☐ NO

If YES, attach as an Attachment details including Project Owner's contact information.

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~~12. SAFETY PROGRAM:~~

~~Name of Contractor's Safety Officer:~~ _____

~~Include the following as attachments:~~

~~Provide as an Attachment Contractor's (and Contractor's proposed Subcontractors and Suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) OSHA No. 500 Log & Summary of Occupational Injuries & Illnesses for the past 5 years.~~

~~Provide as an Attachment Contractor's (and Contractor's proposed Subcontractors and Suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) list of all OSHA Citations & Notifications of Penalty (monetary or other) received within the last 5 years (indicate disposition as applicable) IF NONE SO STATE.~~

~~Provide as an Attachment Contractor's (and Contractor's proposed Subcontractors and Suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) list of all safety citations or violations under any state all received within the last 5 years (indicate disposition as applicable) IF NONE SO STATE.~~

~~Provide the following for the firm listed in Section V (and for each proposed Subcontractor furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) the following (attach additional sheets as necessary):~~

~~Workers' compensation Experience Modification Rate (EMR) for the last 5 years:~~

~~YEAR~~	_____	~~EMR~~	_____
~~YEAR~~	_____	~~EMR~~	_____
~~YEAR~~	_____	~~EMR~~	_____
~~YEAR~~	_____	~~EMR~~	_____
~~YEAR~~	_____	~~EMR~~	_____

~~Total Recordable Frequency Rate (TRFR) for the last 5 years:~~

~~YEAR~~	_____	~~TRFR~~	_____
~~YEAR~~	_____	~~TRFR~~	_____
~~YEAR~~	_____	~~TRFR~~	_____
~~YEAR~~	_____	~~TRFR~~	_____
~~YEAR~~	_____	~~TRFR~~	_____

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~~Total number of man-hours worked for the last 5 Years:~~

~~YEAR~~	_____	~~TOTAL NUMBER OF MAN-HOURS~~	_____
~~YEAR~~	_____	~~TOTAL NUMBER OF MAN-HOURS~~	_____
~~YEAR~~	_____	~~TOTAL NUMBER OF MAN-HOURS~~	_____
~~YEAR~~	_____	~~TOTAL NUMBER OF MAN-HOURS~~	_____
~~YEAR~~	_____	~~TOTAL NUMBER OF MAN-HOURS~~	_____

~~Provide Contractor's (and Contractor's proposed Subcontractors and Suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) Days Away From Work, Days of Restricted Work Activity or Job Transfer (DART) incidence rate for the particular industry or type of Work to be performed by Contractor and each of Contractor's proposed Subcontractors and Suppliers) for the last 5 years:~~

~~YEAR~~	_____	~~DART~~	_____
~~YEAR~~	_____	~~DART~~	_____
~~YEAR~~	_____	~~DART~~	_____
~~YEAR~~	_____	~~DART~~	_____
~~YEAR~~	_____	~~DART~~	_____

13. EQUIPMENT:

MAJOR EQUIPMENT: **Not Applicable**

~~List on **Schedule C** all pieces of major equipment available for use on Owner's Project~~.

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I HEREBY CERTIFY THAT THE INFORMATION SUBMITTED HEREWITH, INCLUDING ANY ATTACHMENTS, IS TRUE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

NAME OF ORGANIZATION: _____

BY: _____

TITLE: _____

DATED: _____

NOTARY ATTEST:

SUBSCRIBED AND SWORN TO BEFORE ME

THIS _____ DAY OF _____, 20___

NOTARY PUBLIC - STATE OF _____

MY COMMISSION EXPIRES:_____

REQUIRED ATTACHMENTS

1. Schedule A (Current Experience).
2. Schedule B (Previous Experience).
3. Schedule C (Major Equipment).
4. Audited balance sheet for each of the last 3 years for firm named in Section 1.
5. Evidence of authority for individuals listed in Section 7 to bind organization to an agreement.
6. Resumes of officers and key individuals (including Safety Officer) of firm named in Section 1.
7. ~~Required safety program submittals listed in Section 13.~~
8. Additional items as pertinent.

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Irrigation Construction Plans for

EAGLES LANDING GOLF COURSE

Ocean City, Maryland

APRIL 1, 2016

PACKAGE CONTENTS:	SHEET
Piping and Head Layout	1
Electrical Layout	2
Details	3

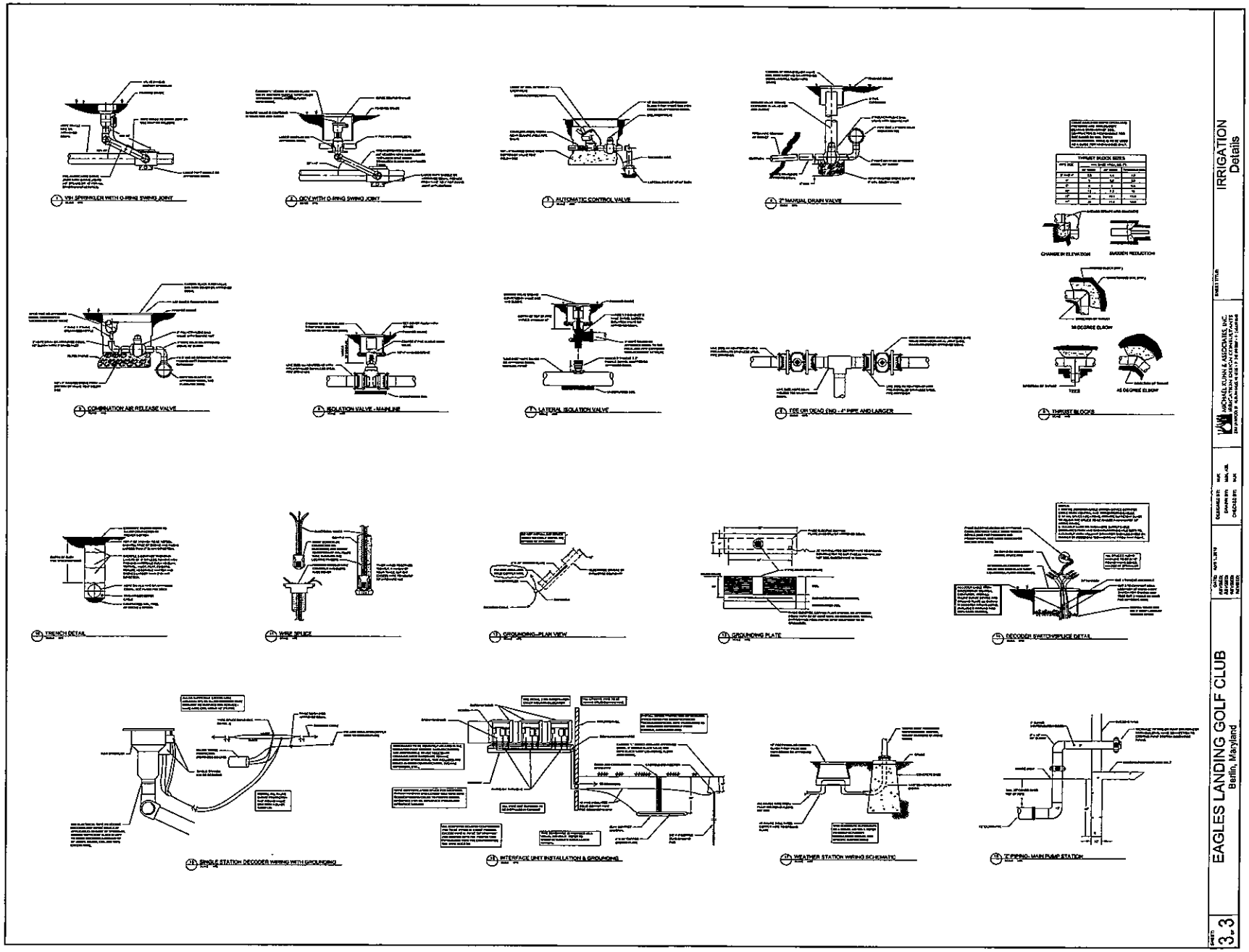
See 11" x 17" plans or full size plans in Administration

MICHAEL KUHN & ASSOCIATES, INC.
IRRIGATION DESIGN CONSULTANTS
2368 LIVERPOOL ST., AUBURN HILLS, MI 48326 • P: 248.656.6805 • F: 248.656.3721

35

EAGLES LANDING GOLF CLUB
Berlin, Maryland
1.3
IRRIGATION
Piping and Sprinkler Layout
MICHAEL KUHN & ASSOCIATES, INC.
MATCH LINE
PROPOSED EQUIPMENT KEY
NORTH

EAGLES LANDING GOLF CLUB
Berlin, Maryland
2.3
IRRIGATION
Decoder and Electrical Layout
MICHAEL KUHN & ASSOCIATES, INC.
IRRIGATION DESIGN CONSULTANTS
ELECTRICAL KEY
WIRING NOTES
MATCH LINE


1 VRI SPRINKLER WITH O-RING SWING JOINT
2 QCV WITH O-RING SWING JOINT
3 AUTOMATIC CONTROL VALVE
4 2" MANUAL DRAIN VALVE
THRUST BLOCK SIZES
CHANGE IN ELEVATION
SWEEPING REDUCTION
90 DEGREE ELBOW
TEES
45 DEGREE ELBOW
5 COMBINATION AIR RELEASE VALVE
6 ISOLATION VALVE - MAINLINE
7 LATERAL ISOLATION VALVE
8 TEE ON DEAD END - 4" PIPE AND LARGER
9 THRUST BLOCKS
10 TRENCH DETAIL
11 WIRE SPLICE
12 GROUNDING - PLAN VIEW
13 GROUNDING PLATE
14 DECODER SWITCH/SPLICE DETAIL
15 SINGLE STATION DECODER WIRING WITH GROUNDING
16 INTERFACE UNIT INSTALLATION & GROUNDING
17 WEATHER STATION WIRING SCHEMATIC
18 2" PIPING - MAIN PUMP STATION
IRRIGATION
Details
MICHAEL FUNN & ASSOCIATES, INC.
IRRIGATION DESIGN CONSULTANTS
EAGLES LANDING GOLF CLUB
Berlin, Maryland
3.3

RECEIVED
JUN 29 2016
Worcester County Admin

14

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

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

MEMORANDUM

TO: Harold L. Higgins, Chief Administrative Officer
FROM: John S. Ross, P.E., Deputy Director
DATE: June 28, 2016
SUBJECT: Bid Request – Vacuum Trailer

Within the FY 17 budget, $60,000 was approved in account number 511.090 to replace the 2002 Vacuum Trailer used by the Construction Group in the Water and Wastewater Division. This piece of equipment is very important, specifically for the work performed in the Ocean Pines Service Area, but is also used throughout all areas as well.

Attached are bid specifications for a new Vacuum Trailer including the Notice to Bidders, Bid Form and a potential Bidders List.

We are requesting that the Commissioners authorize the Department to proceed with bidding this piece of equipment.

Should you have any questions, please feel free to call me.

Attachments

cc: John H. Tustin, P.E. Director
Jessica Ramsay, Enterprise Fund Controller

DRAFT

NOTICE TO BIDDERS

One (1) Vacuum Sewer Vacuum Trailer for
Department of Public Works
Water and Wastewater Division

The Worcester County Commissioners are currently accepting bids for the purchase of One (1) Sewer Vacuum Trailer for the Department of Public Works - Water and Wastewater Division. Bid specification packages and bid forms are available from the Office of the County Commissioners, Worcester County Government Center, One West Market Street, Room 1103, Snow Hill, Maryland 21863-1195. Sealed bids will be accepted until 1:00 p.m., Monday, August 8, 2016, in the office of the County Commissioners, Worcester County Government Center, One West Market Street, Room 1103, Snow Hill, Maryland. Envelopes shall be marked "One (1) Vacuum Trailer" in the lower left-hand corner. Bids will be publicly opened in the Office of the County Commissioners and read aloud at 1:00 p.m. on August 8, 2016. The bids will be turned over the Department of Public Works to prepare a tabulation of said bids and a recommendation to the County Commissioners for approval of bid award by the Commissioners at the next regular meeting of the Commissioners. 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 Jeff Tingle or John Ross at 410-641-5251.

WORCESTER COUNTY DEPARTMENT OF PUBLIC WORKS
WATER and WASTEWATER DIVISION

SPECIFICATIONS FOR VACUUM TRAILER

The following are the performance specifications for the Vacuum Trailer to be provided. Minor deviations from these specification are permitted so long as the overall utility of the unit is not compromised.

Engine:

- Nominal 37 HP Kohler Gas Engine or equal
- Minimum 30 Gallon Fuel Tank

Water Tank:

- 400 Gallon Tank minimum
- High Pressure Pump - Flow Rate 4 GPM Minimum
- High Pressure Pump Pressure - 3000 PSI Minimum
- High Pressure Hose – Length 50 FT Minimum
- Low Water Shut-Off switch to be provided

Spoil Tank:

- 800 Gallon minimum
- Hydraulic Rear Door
- Twin Cylinder Lift for door operation

Vacuum requirements:

- 0.5 Micron Filter to be provided for the vacuum pump
- Minimum 1000 CFM vacuum pump capable of drawing 15 inches of mercury vacuum
- Minimum 30 FT vacuum Hose
- Vacuum Hose to be 4 inch Diameter

Control Panel:

- Provide trailer mounted control panel for system operation
- Analog Gauges with Warning Lights

Trailer:

- Nominal 16 FT Length
- Nominal 8-foot Width
- Dry weight nominal 6200 LBS

Vacuum Trailer to be Vermeer Vactron Model LP873SGT or equivalent.

BID FORM

One (1) VACUUM TRAILER for:
Department of Public Works, Water and Wastewater Division

I/we have received the specifications and provisions for one (1) VACUUM TRAILER and understand said requirements. I/we hereby propose to furnish one (1) VACUUM TRAILER as specified:

Year: _____ Make: _____ Model: _____

Total bid price for one (1) VACUUM TRAILER:

_____

_____
(Price written out)

Above described unit will be delivered within _____ calendar days from receipt of written order to Worcester County Department of Public Works, Water and Wastewater Division, at 1000 Shore Lane, Ocean Pines, Maryland 21811.

Specifications must be attached or bid may be rejected. Any exceptions or deviations from the requested specifications must be clearly noted on bid form.

BID MUST BE SIGNED TO BE VALID

Date: _____

Signature: _____

Typed name: _____

Title: _____

Company: _____

Address: _____

_____

Phone: _____

BIDDERS LIST
One (1) Vacuum Trailer
for
Water and Wastewater Division

Vermeer Mid Atlantic
8830 Corridor Road
Annapolis Junction MD 20701
Phone: 301-498-5200
Toll Free: 800-492-1274
Fax: 301-498-8720
chris.campbell@vermeerma.com

Ditch Witch of Virginia
968 Providence Road
Chesapeake, VA 23325-4203
Phone: 757-424-5960
jrhorton@ditchwitchva.com

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

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

OFFICE OF THE
COUNTY COMMISSIONERS

Worcester County

GOVERNMENT CENTER
ONE WEST MARKET STREET • ROOM 1103
SNOW HILL, MARYLAND
21863-1195

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

June 24, 2016

TO: Worcester County Commissioners
FROM: Kelly Shannahan, Assistant Chief Administrative Officer KL.
SUBJECT: Pending Board Appointments

Attached, please find copies of the Board Summary sheets for all County Boards or Commissions (8) which have members who have resigned or whose terms have expired or are about to expire and either need to be reappointed or replaced (13 total). They are as follows: Adult Public Guardianship Board (1), Housing Review Board (1), Local Management Board/Initiative to Preserve Families (1), Local Development Council for Ocean Downs Video Lottery Facility (2), Lower Shore Workforce Investment Board (1), Social Services Board (3), Water and Sewer Advisory Council - Ocean Pines (1), and Commission for Women (3). I have circled the members whose terms have expired or are about to expire on each of these boards.

Please note that vacancies on the Social Services Board will occur on June 30, 2016, and should be considered as soon as possible. The remaining Boards and Commissions have been functioning with vacancies since December 31, 2015, or earlier, and would also benefit from the appointment of new members. Therefore, please consider these new appointments as soon as possible in order to restore full appointed membership on each of these boards. *

In addition, since your last meeting we have received a recommendation from the Commission for Women to appoint Lauren Mathias Williams of Berlin to replace Carol Rose as an At-Large member of the Commission for Women from the north end of the County. Please consider this nomination at your next meeting. *

If you have any questions or concerns, please don't hesitate to contact me. Thank You!

Pending Board Appointments - By Commissioner

District 1 - Lockfaw
p. 9 - Local Development Council for Ocean Downs Casino (Ron Taylor) - 4-year
p. 19 - Commission for Women (Laura McDermott - **resigned-replace** - for remainder of term through 2016) - 3-year

District 2 - Purnell
All District Appointments received. Thank You!
Please consider nominations for At-Large positions listed below - "All Commissioners"

District 3 - Church
p. 13 - Social Services Board (Wes McCabe) - 3-year - from June 30, 2016 *

District 4 - Elder
All District Appointments received. Thank You!
Please consider nominations for At-Large positions listed below - "All Commissioners"

District 5 - Bertino
All District Appointments received. Thank You!
Please consider nominations for At-Large positions listed below - "All Commissioners"

District 6 - Bunting
All District Appointments received. Thank You!
Please consider nominations for At-Large positions listed below - "All Commissioners"

District 7 - Mitrecic
p. 7 - Housing Review Board (Ruth Waters) - 3-year
p. 9 - Local Development Council for Ocean Downs Casino (Todd Ferrante) - 4-year
p. 13 - Social Services Board (Nancy Howard) - 3-year - from June 30, 2016 *

All Commissioners
p. 3 - (1) Adult Public Guardianship Board (Pattie Tingle) - representative of a local non-profit social service organization - remainder of 3-year term through December 31, 2017
p. 8 - (1) Local Management Board - Initiative to Preserve Families (Mark Frostrom) - 3-year
p. 10 - (1) Lower Shore Workforce Investment Board (Replace Craig Davis -remainder of term through September 30, 2017 - Business Representatives) - 4-year
- LSWA requests appointment of representatives from the following industries: Logistics (Sysco), Trades (small independent contractors), Hospitality (hotel, motel, restaurant), Health Care (AGH, Assisted Living, Coastal Hospice), or Manufacturing (wineries, breweries, Dunkin Donuts).
p. 13 - (1) Social Services Board (Judy Stinebiser) - 3-year - from June 30, 2016 *
p. 18 - (1) Water and Sewer Advisory Council - Ocean Pines (Gail Blazer) - 4-year
p. 19 - (2) Commission for Women
- Dawn Hodge - At-Large - resides in Ocean City - remainder of 3-year term expiring December 31, 2016
- Carol Rose - At-Large - resides in Berlin - remainder of 3-year term expiring on December 31, 2018
- p. 23 - **Commission for Women recommends Lauren Mathias Williams of Berlin** *

ADULT PUBLIC GUARDIANSHIP BOARD

Reference: PGL Family Law 14-402, Annotated Code of Maryland

Appointed by: County Commissioners

Function: Advisory
Perform 6-month reviews of all guardianships held by a public agency.
Recommend that the guardianship be continued, modified or terminated.

Number/Term: 11/3 year terms
Terms expire December 31st

Compensation: None, travel expenses (under Standard State Travel Regulations)

Meetings: Semi-annually

Special Provisions:
1 member must be a professional representative of the local department
1 member must be a physician
1 member must be a psychiatrist from the local department of health
1 member must be a representative of a local commission on aging
1 member must be a representative of a local nonprofit social services organization
1 member must be a lawyer
2 members must be lay individuals
1 member must be a public health nurse
1 member must be a professional in the field of disabilities
1 member must be a person with a physical disability

Staff Contact: Department of Social Services - Roberta Baldwin (410-677-6872)

Current Members:

Member's Name	Representing	Years of Term(s)
Dr. William Greer	Physician	07-10-13, 13-16
Richard Collins	Lawyer	95-98-01-04-07-10-13, 13-16
The Rev. Guy H. Butler	Lay Person	*99-01-04-07-10-13, 13-16
Connie Wessels	Lay Person	*15-16
Debbie Ritter	Commission on Aging Rep.	*07-08-11-14, 14-17
Jack Ferry	Professional in field of disabilities	*14, 14-17
Dean Perdue	Person with physical disability	08-11-14, 14-17
Pattie Tingle	Non-profit Soc. Service Rep.	*15-17 ← Resigned/Replace
Roberta Baldwin	Local Dept. Rep. - Social Services	03-06-09-12-15, 15-18
Melissa Banks	Public Health Nurse	*02-03-06-09-12-15, 15-18
Dr. Dia Arpon	Psychiatrist	*10-12-15, 15-18

* = Appointed to fill an unexpired term

Updated: November 3, 2015
Printed: May 31, 2016

ADULT PUBLIC GUARDIANSHIP BOARD
(Continued)

Prior Members: Since 1972

Dr. Donald Harting
Maude Love
Thomas Wall
Dr. Dorothy Holzworth
B. Randall Coates
Kevin Douglas
Sheldon Chandler
Martha Duncan
Dr. Francis Townsend
Luther Schultz
Mark Bainum
Thomas Mulligan
Dr. Paul Flory
Barbara Duerr
Craig Horseman
Faye Thornes
Mary Leister
Joyce Bell
Ranndolph Barr
Elsie Briddell
John Sauer
Dr. Timothy Bainum
Ernestine Bailey
Terri Selby (92-95)
Pauline Robbins (92-95)
Darryl Hagey
Dr. Ritchie Shoemaker (92-95)
Barry Johansson (93-96)
Albert Straw (91-97)
Nate Pearson (95-98)
Dr. William Greer, III (95-98)
Rev. Arthur L. George (95-99)
Irvin Greene (96-99)
Mary Leister (93-99)
Otho Aydelotte, Jr. (93-99)
Shirley D'Aprix (98-00)
Theresa Bruner (91-02)
Tony Devereaux (93-02)
Dr. William Krone (98-02)
David Hatfield (99-03)
Dr. Kimberly Richardson (02-03)
Ina Hiller (91-03)
Dr. David Pytlewski (91-06)
Jerry Halter (99-06)
Dr. Glenn Arzadon (04-07)
Madeline Waters (99-08)
Mimi Peuser (03-08)
Dr. Gergana Dimitrova (07-08)
Carolyn Cordial (08-13)
June Walker (02-13)
Bruce Broman (00-14)
Lori Carson (13-14)

* = Appointed to fill an unexpired term

Updated: November 3, 2015
Printed: May 31, 2016

Kelly Shannahan

From: Roberta Baldwin -DHR- Worcester County <roberta.baldwin@maryland.gov>
Sent: Wednesday, May 18, 2016 9:42 AM
To: Kelly Shannahan
Subject: Fwd: Worcester County Guardianship Review Board

Good morning Kelly. Please accept the below email that I received from Patti Tingle as her resignation from the Adult Public Guardianship Review Board. I am in the process of identifying another individual who would serve as a provider to individuals with a disability. I will forward you a letter of request as soon as I receive confirmation. Thank you.

Roberta

Roberta Baldwin, LCSW-C
Assistant Director of Services
Worcester County Department of Social Services
299 Commerce Street
Snow Hill, MD 21863
Roberta.Baldwin@maryland.gov

---------- Forwarded message ----------
From: **Pattie Tingle** <pat16@macinc.org>
Date: Wed, May 11, 2016 at 1:42 PM
Subject: Worcester County Guardianship Review Board
To: roberta.baldwin@maryland.gov

Good Afternoon Roberta,

I am writing this email to inform you that I must resign my role with the Review Board. Recently I accepted a new position of employment with MAC, Inc. as their incoming Executive Director. I have been advised that this role would be a conflict of interest.

Thank you for this opportunity to serve. It was good meeting and working with everyone.

As you move forward, should you need to consider a replacement, I could suggest the gentleman who is now Acting Director of Bay Area Center for Independent Living, Jeff Byrne. He is very knowledgeable of the needs and concerns of persons who are aging and disabled and is a Licensed Clinical Social Worker of 30+ years.

Should you be interested in talking with him he can be reached at the Bay Area CIL office (443) 260-0822 or by email at jbyrne@bayareacil.org.

Best wishes in your continued work,

Pattie A. Tingle

Director

MAC, Inc. ***(Maintaining Active Citizens, Inc.)***

909 Progress Circle, Suite 100

Salisbury, MD 21804

Phone: 410-742-0505, x 114

Email: pat16@macinc.org

Website: www.macinc.org

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HOUSING REVIEW BOARD

Reference:	Public Local Law §BR 3-104
Appointed by:	County Commissioners
Function:	Regulatory/Advisory To decide on appeals of code official's actions regarding the Rental Housing Code. Decide on variances to the Rental Housing Code. Review Housing Assistance Programs.
Number/Term	7/3 year terms Terms expire December 31st
Compensation:	$50 per meeting (policy)
Meetings:	As Needed
Special Provisions:	Immediate removal by Commissioners for failure to attend meetings.
Staff Support:	Development Review & Permitting Department Jo Ellen Bynum, Housing Program Administrator - 410-632-1200, x 1171

Current Members:

Member's Name	Nominated By	Resides	Years of Terms(s)
Ruth Waters	D-7, Gulyas	Berlin	12-15
C. D. Hall	D-1, Lockfaw	Pocomoke	10-13, 13-16
Debbie Hileman	D-6, Bunting	Ocean Pines	10-13, 13-16
John Glorioso	D-3, Church	Ocean Pines	*06-11-14, 14-17
Scott Tingle	D-4, Elder	Snow Hill	14-17
Donna Dillon	D-5, Bertino	Ocean Pines	08-11-14, 14-17
Sharon Teagle	D-2, Purnell	Ocean Pines	00-12-15, 15-18

Prior Members:

Phyllis Mitchell
William Lynch
Art Rutter
William Buchanan
Christina Alphonsi
Elsie Purnell
William Freeman
Jack Dill
Elbert Davis
J. D. Quillin, III (90-96)
Ted Ward (94-00)
Larry Duffy (90-00)
Patricia McMullen (00-02)
William Merrill (90-01)
Debbie Rogers (92-02)
Wardie Jarvis, Jr. (96-03)
Albert Bogdon (02-06)
Jamie Rice (03-07)
Howard Martin (08)
Marlene Ott (02-08)
Mark Frostrom, Jr. (01-10)
Joseph McDonald (08-10)
Sherwood Brooks (03-12)
Otho Mariner (95-13)
Becky Flater (13-14)

* = Appointed to fill an unexpired term

Updated: November 3, 2015
Printed: November 5, 2015

WORCESTER COUNTY'S INITIATIVE TO PRESERVE FAMILIES BOARD

Previously - Local Management Board; and Children, Youth and Family Services Planning Board

Reference: Commissioners' Resolution No. 09-3, adopted on January 6, 2009

Appointed by: County Commissioners

Functions: Advisory/Policy Implementation/Assessment and Planning
- Implementation of a local, interagency service delivery system for children, youth and families;
- Goal of returning children to care and establishment of family preservation within Worcester County;
- Authority to contract with and employ a service agency to administer the State Service Reform Initiative Program

Compensation: $50 Per Meeting for Private Sector Members

Number/Term: 9 members/5 Public Sector, 4 Private Sector with 3-year terms
51% of members must be public sector
Terms expire December 31st

Meetings: Monthly

Staff Contact: Jessica Sexauer, Acting Director, Local Management Board - (410) 632-3648
Jennifer LaMade - Local Management Board - (410) 632-3648
Pete Buesgens, Chair - (410) 677-6807; Eloise Henry-Gordy, Vice-Chair

Current Members:

Member's Name	Nominated By	Resides/Representing	Years of Term(s)
Mark Frostrom	At-Large - Lockfaw	Pocomoke City	*99-09, 09-12, 12-15
Ira "Buck" Shockley	At-Large - D. Purnell	Snow Hill	03-09-12, 13-16
Eloise Henry Gordy	At-Large - J. Purnell	Snow Hill	*07-08-11-14, 14-17
Andrea Watkins	At-Large - Bertino	Ocean Pines	*13-14, 14-17
Jennifer LaMade	*Ex officio*	Core Service Agency	Indefinite
Deborah Goeller	*Ex officio*	Health Department	Indefinite
Sheila Warner	*Ex officio*	Juvenile Justice	Indefinite
Dr. Jerry Wilson	*Ex officio*	Board of Education	Indefinite
Peter Buesgens	*Ex officio*	Department of Social Services	Indefinite

Prior Members (since 1994):

Tim King (97)
Sandra Oliver (94-97)
Velmar Collins (94-97)
Catherine Barbierri (95-97)
Ruth Geddie (95-98)
Rev. Arthur George (94-99)
Kathey Danna (94-99)
Sharon Teagle (97-99)
Jeanne Lynch (98-00)
Jamie Albright (99-01)
Patricia Selig (97-01)
Rev. Lehman Tomlin (99-02)
Sharon Doss
Rick Lambertson
Cyndy B. Howell
Sandra Lanier (94-04)
Dr. James Roberts (98-04)
Dawn Townsend (01-04)
Pat Boykin (01-05)
Jeannette Tresler (02-05)
Lou Taylor (02-05)
Paula Erdie
Rev. Pearl Johnson (05-07)
Peter Fox (05-07)
Lou Etta McClaflin (04-07)
Bruce Spangler (04-07)
Sharon DeMar Reilly
Kathy Simon
Vickie Stoner Wrenn
Robin Travers
Jordan Taylor (09)
Aaron Marshall (09)
Allen Bunting (09)
LaTrele Crawford (09)
Sheriff Charles T. Martin
Joel Todd, State's Attorney
Ed Montgomery (05-10)
Edward S. Lee (07-10)
Toni Keiser (07-10)
Judy Baumgartner (07-10)
Claudia Nagle (09-10)
Megan O'Donnell (10)
Kiana Smith (10)
Christopher Bunting (10)
Simi Chawla (10)
Jerry Redden
Jennifer Standish
Anne C. Turner
Marty Pusey
Virgil L. Shockley
Dr. Jon Andes (96-12)
Dr. Ethel M. Hines (07-13)

* = Appointed to fill an unexpired term

Updated: January 20, 2015
Printed: January 22, 2015

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:

Member's Name	Nominated By	Represents/Resides	Years of Term(s)
Ron Taylor [c]	Dist. 1 - Lockfaw	Resident - Pocomoke	*09-10, 10-14
Todd Ferrante [c]	Dist. 7 - Gulyas	Resident - Ocean City	*09-11, 11-15
Mayor Charlie Dorman	Dist. 4 - Shockley	Resident - Snow Hill	12-16
Rod Murray [c]	Dist. 6 - Bunting	Resident - Ocean Pines	*09-12, 12-16
Mayor Rick Meehan [c]	At-Large	Business - Ocean City	*09-12, 12-16
Mayor Gee Williams [c]	Dist. 3 - Church	Resident - Berlin	09-13, 13-17
Jim Rosenberg [c]	Dist. 5 - Boggs	Resident - Ocean Pines	09-13, 13-17
David Massey [c]	At-Large	Business - Ocean Pines	09-13, 13-17
Cam Bunting [c]	At-Large	Business - Berlin	*09-10-14, 14-18
James N. Mathias, Jr.[c]		Maryland Senator	09-10-14, 14-18
Mary Beth Carozza		Maryland Delegate	14-18
Charles Otto		Maryland Delegate	14-18
Roxane Rounds	Dist. 2 - Purnell	Resident - Berlin	*14-15, 15-19
Mark Wittmyer	At-Large	Business - Ocean Pines	15-19
Joe Cavilla	Ocean Downs Casino	Ocean Downs Casino	12-indefinite

Prior Members: Since 2009
J. Lowell Stoltzfus [c] (09-10)
Mark Wittmyer [c] (09-11)
John Salm [c] (09-12)
Mike Pruitt [cc](09-12)
Norman H. Conway [c] (09-14)
Michael McDermott (10-14)
Diana Purnell [c] (09-14)
Linda Dearing (11-15)

* = Appointed to fill an unexpired term/initial terms staggered
[c] = Charter Member

Updated: February 2, 2016
Printed: February 3, 2016

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

Reference: Workforce Investment Act of 1998, Section 117

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: 24 - 5 Worcester County, 7 At-Large (by Tri-County Council), 12 Other
2, 3 or 4-year terms; Terms expire September 30

Compensation: None

Meetings: Quarterly (January, April, July, October) on the 2nd Wednesday

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

Staff Contact: Lower Shore Workforce Alliance
Milton Morris, Workforce Director (410-341-3835, ext 6)
One-Stop Job Market, 31901 Tri-County Way, Suite 215, Salisbury, MD 21804

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

Name	Resides/Agency	Term	Representing
Craig Davis (resigned)	Berlin	13-17	Business Rep.
Walter Maizel	Bishopville	*12, 12-16	Private Business Rep.
Donna Weaver	Berlin	*08-09-13, 13-17	Business Rep.
Geoffrey Failla	Whaleyville	*15-18	Business Rep.
Jason Cunha	Pocomoke	*16-18	Business Rep.

Resigned - Replace

Prior Members: Since

Baine Yates
Charles Nicholson (98-00)
Gene Theroux (97-00)
Jackie Gordon (98-00)
Caren French (97-01)
Jack Smith (97-01)
Linda Busick (98-02)
Edward Lee (97-03)
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)
Bruce Morrison (05-08)
Margaret Dennis (08-12)
Ted Doukas (03-13)
Diana Nolte (06-14)
John Ostrander (07-15)

* See attached → Request Rep. from
- Health Care
- Hospitality
- Manufacturing
- Trades, or
- Logistics

All At-Large Appointments made by Tri-County Council (TCC) as of 7/1/04

Updated: February 16, 2016
Printed: February 17, 2016

Kelly Shannahan

From: Dione Shaw <dshaw@tcclesmd.org>
Sent: Wednesday, January 20, 2016 3:55 PM
To: Kelly Shannahan
Cc: Maria Waller; Walter Maizel
Subject: Lower Shore Workforce Alliance - Workforce Development Board Members
Attachments: WDB Resignations.pdf

Hello Kelly,

It was great talking with you today. Copies of the resignation letters for Craig Davis and John Ostrander are attached.

We currently have two Worcester County vacancies and are seeking individuals from these industries:

- Logistics - Sysco
- Trades – Small Independent Contractors
- Hospitality – Hotel/Motels and Restaurant
- Healthcare – AGH, Assistant Living, Coastal Hospice
- Manufacturing -- Wineries/Breweries, Dunkin Donuts

We look forward to hearing from you in the near future.

Thank you for all you do to help us keep our Workforce Development Board in compliance.

Di

DIONE SHAW
OPERATIONS COORDINATOR
LOWER SHORE WORKFORCE ALLIANCE
31901 TRI-COUNTY WAY
SALISBURY, MARYLAND 21804
PHONE: 410-341-3835
FAX: 410-341-3735
EMAIL: DSHAW@LSWA.ORG
WEB: WWW.LOWERSHORE.ORG

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Received
3/4/15

TAYLOR'S NEIGHBORHOOD RESTAURANT

11021 Nicholas Lane, Suite 1, Ocean Pines, MD 21811
(410) 208-4260

March 4, 2015

To: Mr. Jim Bunting

Cc: Milton Morris

I am writing this letter to inform you that I must resign from my position on the Lower Shore Workforce Investment Board. Thank you for your understanding with this matter.

Sincerely,

Craig Davis

Craig Davis
Owner
Taylor's Neighborhood Restaurant
443-235-4601 cell

SOCIAL SERVICES 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: Peter Buesgens, Director of Social Services - (410-677-6806)

Current Members:

Member's Name	Nominated By	Resides	Years of Term(s)
Wes McCabe	D-3, Church	Berlin	13-16
Nancy Howard	D-7, Gulyas	Ocean City	*09-10, 10-13, 13-16
Judy Stinebiser	At-Large	Ocean Pines	13-16
Tracey Cottman	D-1, Lockfaw	Pocomoke City	*15-17
Arlette Bright	D-2, Purnell	West Ocean City	*11, 11-14, 14-17
Cathy Gallagher	D-5, Boggs	Ocean Pines	*13-14, 14-17
Diana Purnell	ex officio - Commissioner		14-18
Faith Coleman	D-4, Elder	Snow Hill	15-18
Harry Hammond	D-6, Bunting	Bishopville	15-18

Replace for terms beginning July 1, 2016

* = Appointed to fill an unexpired term

Updated: August 4, 2015
Printed: March 28, 2016

SOCIAL SERVICES BOARD
(Continued)

Prior Members: (Since 1972)

James Dryden
Sheldon Chandler
Richard Bunting
Anthony Purnell
Richard Martin
Edward Hill
John Davis
Thomas Shockley
Michael Delano
Rev. James Seymour
Pauline Robertson
Josephine Anderson
Wendell White
Steven Cress
Odetta C. Perdue
Raymond Redden
Hinson Finney
Ira Hancock
Robert Ward
Elsie Bowen
Faye Thornes
Frederick Fletcher
Rev. Thomas Wall
Richard Bundick
Carmen Shrouck
Maude Love
Reginald T. Hancock
Elsie Briddell
Juanita Merrill
Raymond R. Jarvis, III
Edward O. Thomas
Theo Hauck
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)
Naomi Washington (01-02)
Lehman Tomlin, Jr. (01-02)
Jeanne Lynch (00-02)
Michael Reilly (00-03)
Oliver Waters, Sr. (97-03)
Charles Hinz (02-04)
Prentiss Miles (94-06)
Lakeshia Townsend (03-06)
Betty May (02-06)
Robert "BJ" Corbin (01-06)
William Decoligny (03-06)
Grace Smearman (99-07)
Ann Almand (04-07)
Norma Polk-Miles (06-08)
Anthony Bowen (96-08)
Jeanette Tressler (06-09)
Rev. Ronnie White (08-10)
Belle Redden (09-11)
E. Nadine Miller (07-11)
Mary Yenney (06-13)
Dr. Nancy Dorman (07-13)
Susan Canfora (11-13)
Judy Boggs (02-14)
Jeff Kelchner (06-15)
Laura McDermott (11-15)
Emma Klein (08-15)

* = Appointed to fill an unexpired term

Updated: August 4, 2015
Printed: March 28, 2016

State of Maryland
DHR
Maryland's Human Services Agency

DEPARTMENT OF HUMAN RESOURCES

Worcester County
Department of Social Services

Peter Buesgens
Director

Dawn Jones
Assistant Director
Child Support

Ellen Payne
Assistant Director
Family Investment

Mary Beth Quillen
Assistant Director
Administration

Roberta Baldwin
Assistant Director
Services

MAIN OFFICE
299 Commerce Street
P.O. Box 39
Snow Hill, Maryland 21863

Telephone: 410-677-6800
Fax: 410- 677-6810
TTY: 410-677-6800

E-Mail:
wordss.wordss@maryland.gov
Website: www.dhr.state.md.us

RECEIVED
MAR 28 2016
Worcester County Admin

March 22, 2016

Mr. Harold Higgins
Chief Administrative Officer
Worcester County Government
1 West Market Street – Room 1103
Snow Hill, MD 21863

RE: Worcester County Dept. of Social Services Board Member – Mr. Wes McCabe

Dear Mr. Higgins,

I am writing regarding Advisory Board membership of Mr. Wes McCabe. He was appointed to the Worcester County Advisory Board by the Worcester County Commissioners to represent District 3. Mr. McCabe's term will be expiring June 30, 2016 and has decided not to be recommended for an additional term. He has been an excellent asset and we appreciate his time and commitment to our board.

It is important that we keep membership at full capacity; therefore, we are asking the Commissioner to appoint a new member to replace Mr. Wes McCabe.

Please contact me if you would like to discuss this further. Thank you for your time with this matter.

Sincerely,

Peter J. Buesgens, LCSW-C
Director

PJB:cmc

CC: Kelly Shannahan, Assistant Chief Administrative Officer

State of Maryland
DHR
Maryland's Human Services Agency

Peter Buesgens
Director

Dawn Jones
Assistant Director
Child Support

Ellen Payne
Assistant Director
Family Investment

Mary Beth Quillen
Assistant Director
Administration

Roberta Baldwin
Assistant Director
Services

MAIN OFFICE
299 Commerce Street
P.O. Box 39
Snow Hill, Maryland 21863

Telephone: 410-677-6800
Fax: 410- 677-6810
TTY: 410-677-6800

E-Mail:
wordss.wordss@maryland.gov
Website: www.dhr.state.md.us

DEPARTMENT OF HUMAN RESOURCES

Worcester County
Department of Social Services

RECEIVED
MAR 28 2016
Worcester County Admin

March 22, 2016

Mr. Harold Higgins
Chief Administrative Officer
Worcester County Government
1 West Market Street – Room 1103
Snow Hill, MD 21863

RE: Worcester County Dept. of Social Services Board Member – Ms. Nancy Howard

Dear Mr. Higgins,

I am writing regarding Advisory Board membership of Ms. Nancy Howard. She was appointed to the Worcester County Advisory Board by the Worcester County Commissioners to represent District 7. Ms. Howard's term will be expiring June 30, 2016 and has met the maximum consecutive terms permitted to our board. She has been an excellent asset and we appreciate her time and commitment to our board as both a member and chairperson.

It is important that we keep membership at full capacity; therefore, we are asking the Commissioner to appoint a new member to replace Ms. Nancy Howard.

Please contact me if you would like to discuss this further. Thank you for your time with this matter.

Sincerely,

Peter J. Buesgens, LCSW-C
Director

PJB:cmc

CC: Kelly Shannahan, Assistant Chief Administrative Officer

State of Maryland
DHR
Maryland's Human Services Agency

DEPARTMENT OF HUMAN RESOURCES

Worcester County
Department of Social Services

Peter Buesgens
Director

Dawn Jones
Assistant Director
Child Support

Ellen Payne
Assistant Director
Family Investment

Mary Beth Quillen
Assistant Director
Administration

Roberta Baldwin
Assistant Director
Services

MAIN OFFICE
299 Commerce Street
P.O. Box 39
Snow Hill, Maryland 21863

Telephone: 410-677-6800
Fax: 410- 677-6810
TTY: 410-677-6800

E-Mail:
wordss.wordss@maryland.gov
Website: www.dhr.state.md.us

RECEIVED
MAR 28 2016
Worcester County Admin

March 22, 2016

Mr. Harold Higgins
Chief Administrative Officer
Worcester County Government
1 West Market Street – Room 1103
Snow Hill, MD 21863

RE: Worcester County Dept. of Social Services Board Member – Ms. Judy Stinebiser

Dear Mr. Higgins,

I am writing regarding Advisory Board membership of Ms. Judy Stinebiser. She was appointed to the Worcester County Advisory Board by the Worcester County Commissioners as an At-Large member. Ms. Stinebiser's term will be expiring June 30, 2016 and has decided not to be recommended for an additional term. She has been an excellent asset and we appreciate her time and commitment to our board.

It is important that we keep membership at full capacity; therefore, we are asking the Commissioner to appoint a new member to replace Ms. Judy Stinebiser.

Please contact me if you would like to discuss this further. Thank you for your time with this matter.

Sincerely,

Peter J. Buesgens, LCSW-C
Director

PJB:cmc

CC: Kelly Shannahan, Assistant Chief Administrative Officer

WATER AND SEWER ADVISORY COUNCIL
OCEAN PINES 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 of Ocean Pines Service Area
Staff Support:	Department of Public Works - Water and Wastewater Division John Ross - (410-641-5251)

Current Members:

Name	Resides	Years of Term(s)
Gail Blazer	Ocean Pines	07-11, 11-15
Frederick Stiehl	Ocean Pines	*06-08-12, 12-16
Mike Hegarty	Ocean Pines	*08-09-13, 13-17
Michael Reilly	Ocean Pines	*14-17
James Spicknall	Ocean Pines	07-10-14, 14-18

Prior Members: (Since 1993)

Andrew Bosco (93-95)
Richard Brady (96-96, 03-04)
Michael Robbins (93-99)
Alfred Lotz (93-03)
Ernest Armstrong (93-04)
Jack Reed (93-06)
Fred Henderson (04-06)
E. A. "Bud" Rogner (96-07)
David Walter (06-07)
Darwin "Dart" Way, Jr. (99-08)
Aris Spengos (04-14)

* = Appointed to fill an unexpired term

Updated: January 6, 2015
Printed: January 6, 2015

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 (3rd 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: Eloise Henry-Gordy, Chair
Worcester County Commission for Women - P.O. Box 1712, Berlin, MD 21811

Current Members:

Member's Name	Nominated By	Resides	Years of Term(s)
Laura McDermott	D-1, Lockfaw	Pocomoke City	*11-13, 13-16
Hope Carmean	D-4, Elder	Snow Hill	*15-16
Dawn Cordrey Hodge	At-Large	Ocean City	13-16
Mary Beth Quillen	Dept of Social Services		13-16
Julie Phillips	Board of Education		13-16
Charlotte Cathell	D-5, Bertino	Ocean Pines	*09-11-14, 14-17
Alice Jean Ennis	At-Large	Pocomoke	14-17
Eloise Henry-Gordy	At-Large	Snow Hill	08-11-14, 14-17
Corporal Lisa Maurer	Public Safety - Sheriff's Office		*13-14, 14-17
Debbie Farlow	Health Department		*13-14, 14-17
Teola Brittingham	D-2, Purnell	Berlin	*16-18
Michelle Bankert	D-3, Church	West Ocean City	*14-15, 15-18
Bess Cropper	D-6, Bunting	Berlin	15-18
Nancy Fortney	D-7, Mitrecic	Ocean City	12-15, 15-18
Carol Rose	At-Large	Berlin	*14-15, 15-18

Resigned - Replace

Prior Members: Since 1995

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

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

Updated: February 16, 2016
Printed: February 17, 2016

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)

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

Kelly Shannahan

From: Lora Henry-Gordy <henrygordy1954@yahoo.com>
Sent: Monday, April 11, 2016 12:12 PM
To: Kelly Shannahan
Subject: WCCW Commissioners

Good afternoon Mr. Shannahan ,

We have 2 vacancies that needs to be filled.
Dawn Hodge has resigned due to her increased responsibilities .
Dawn Hodges is At Large (North) 14 -16. We need to have someone to finish out her term.

We also have a vacancy for District 1 - Lockfaw, 15 -16 .

At this time I have no nominees. We are asking individuals if they are interested.

Sincerely ,
L. Eloise Henry-Gordy

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RECEIVED
APR 18 2016
Worcester County Admin

307 Ann Drive
Berlin, Maryland 21811
April 14, 2016

Madison J. Bunting, Jr. President
Worcester County Commissioners
Government Center
One West Market Street
Snow Hill, Maryland 21863

Dear Jim:

I am writing to inform the Commissioners that due to health issues I find that I must resign as a member of the Worcester County Commission for Women.

I have enjoyed serving on the commission and intend to continue to support their projects. The leadership of Eloise Henry-Gordy is exemplary.

I thank the County Commissioners for giving me the opportunity to serve our community.

Sincerely,

Carol

Carol P. Rose

cc: Eloise Henry-Gordy

Kelly Shannahan

From: Lora Henry-Gordy <henrygordy1954@yahoo.com>
Sent: Friday, June 24, 2016 10:57 AM
To: Kelly Shannahan
Subject: WCCW Commissioners

Good morning Mr. Shannahan,
I would like to recommend someone to replace Carol Rose .

Lauren Mathias Williams
325 Walnut Hill Drive
Berlin, MD 21811
443-614-8668

She was excited to be asked.
We still need someone from Pocomoke area.

Sincerely,
L. Eloise Henry-Gordy

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