

AGENDA
WORCESTER COUNTY COMMISSIONERS

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

The public is invited to view this meeting live online at - <https://worcestercountymd.swagit.com/live>

March 7th, 2023

- | | |
|---|--------|
| | Item # |
| 9:00 AM - Vote to Meet in Closed Session in Commissioners' Meeting Room – Room 1101
Government Center, One West Market Street, Snow Hill, Maryland | |
| 9:01 - Closed Session
(Discussion regarding a personnel update, requests to hire Grounds Worker, transfer Emergency Communications Specialist from full time to part time and certain personnel matters with human resources, receiving legal advice, discussion regarding negotiating a contract and performing administrative functions) | |
| 10:00 - Call to Order, Prayer (Pastor Sean Davis), Pledge of Allegiance | |
| 10:01 - Report on Closed Session; Review and Approval of Minutes from February 21st, 2023 Meetings | |
| 10:02 - Proclamation for March for Meals Month, Proclamation for Women's History Month | 1 |
| 10:05 - Consent Agenda
(Housing Rehab Bid Recommendation Pocomoke, Request to Bid Synthetic Ice Rink, Request to Bid EMS Service Monitor, Request to Purchase Membranes and Seals, Request for Proposal Sound Attenuating Panels, Request to Bid Disaster Debris Management, Out of State Travel Request, Elections Hotel Request, BZA Adjoiner Fee Modification, SDAT Holdover Lease) | |
| 10:10 - Chief Administrative Officer: Administrative Matters
(Buckingham Feasibility Study Presentation, FY24 Budget Requests from Municipalities & Ocean Pines, Grant Writing Services for Fire and EMS, Request to Transfer Office Assistant to Fleet, Request to Contract Ground Water Monitoring, Proposed Road Pipe Cost Increase, Consolidated Transportation Program Letter, Redistricting Efforts, Pocomoke Middle School Basketball Courts, Shell Mill Parking, Boat Landing Special Use Permits, Board Appointments) | 2-11 |
| 12:00 PM - Questions from the Press; County Commissioner's Remarks | 12-23 |
| Lunch | |
| 1:00 PM - Chief Administrative Officer: Administrative Matters (if necessary) | |

AGENDAS ARE SUBJECT TO CHANGE UNTIL THE TIME OF CONVENING

Hearing Assistance Units Available – see County Administration Office Please be thoughtful and considerate of others. *Turn OFF all cell phones and notification during the meeting!*
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Minutes of the County Commissioners of Worcester County, Maryland

February 21, 2023

Anthony W. Bertino, Jr., president
Madison J. Bunting, Jr., vice president
Caryn G. Abbott
Theodore J. Elder
Eric J. Fiori
Joseph M. Mitrecic
Diana Purnell

Following a motion by Commissioner Abbott, seconded by Commissioner Purnell, 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) and (7) of the General Provisions (GP) Article of the Annotated Code of Maryland and to perform administrative functions permitted under the provisions of Section GP 3-104. Also present at the closed session were Chief Administrative Officer Weston Young, Deputy Chief Administrative Officer Candace Savage, County Attorney Roscoe Leslie, Public Information Officer Kim Moses, Human Resources Director Stacey Norton, and Emergency Services Director Billy Birch. Topics discussed and actions taken included the following: receiving a personnel update, hiring Beth Trehey as a room and food tax specialist within the Treasurer's Office; hiring Jeffrey Turner as a housing inspector/plan reviewer and promoting Paul Renshaw to zoning inspector I within Development Review and Permitting; postponing a discussion on transferring one vacant office assistant III position in the Recycling Division to a vehicle and equipment mechanic III within Fleet Management, and certain personnel matters; receiving legal advice from counsel; and performing administrative functions, including: an update on Emergency Services operations; receiving an FY23 monthly financial update, and discussing potential board appointments.

Following a motion by Commissioner Mitrecic, seconded by Commissioner Purnell, the commissioners unanimously voted to adjourn their closed session at 10:13 a.m.

After the closed session, the commissioners reconvened in open session. Commissioner Bertino called the meeting to order, and following a morning prayer by Reverend Zachary Brown of the Snow Hill-Newark United Methodist Church Circuit and pledge of allegiance, announced the topics discussed during the morning closed session.

The commissioners reviewed and approved the open and closed session minutes of their February 7, 2023 meeting as presented.

Upon a motion by Commissioner Purnell, the commissioners unanimously approved by consent agenda item numbers 1-7 as follows: the waiver and low bids of \$34,544.50 and \$30,237.82 from Posiedon Plumbing and Home Services to rehabilitate a single-family home in Pocomoke; the waiver and low bids of \$32,398.27 and \$33,370 from Posiedon Plumbing and Home Services to rehabilitate a home in Berlin; Local Management Board FY24 program

proposals from Worcester Youth and Family Counseling Services for Worcester Connect, Maryland Coalition for Families for Family Peer Support Services, and Worcester County Health Department for Healthy Worcester Families; out-of-state travel for two commissioners and two staff members to attend the 2023 National Hurricane Conference; 2023 employee appreciation events, including Jolly Roger Day August 6 and an employee picnic at an August date to be determined; scheduling a public hearing on the request to establish a residential planned community floating zone for the Refuge at Windmill Creek; and the 25% local cost share of approximately \$19,987 as an authorized over-expenditure for the gypsy moth aerial suppression project to be conducted in Worcester County.

Retiring Ocean City Development Corporation (OCDC) Executive Director Glenn Irwin and OCDC Board of Directors President Kevin Gibbs updated the commissioners about the OCDC’s revitalization efforts, which included the following: Facade Program, which includes having renovated 270 buildings to date, eight projects underway, \$8.5 million in private-sector investment, and 6:1 leveraging of private to public funds; Green Building Initiatives Program, with 98 projects completed and five underway, and \$1.6 million in private sector investment; Business Assistance Program; other OCDC grant programs; Public Art Program; Special Events; and Upcoming OCDC Items.

The commissioners recognized Mr. Irwin’s lasting contributions to the town and County and wished him a healthy and happy retirement.

Pursuant to the request of Public Works Director Dallas Baker and upon a motion by Commissioner Bunting, the commissioners unanimously authorized Commission President Chip Bertino to sign a letter to the Maryland State Highway Administration requesting a full traffic signal be installed at the intersection of U.S. Rt. 13 and MD Rt. 366 in Pocomoke to improve safety. Commissioner Abbott thanked her fellow commissioners for their support of this request, noting that there have been multiple accidents and fatalities at this intersection, including two accidents in the past two months.

Pursuant to the request of Mr. Baker and upon a motion by Commissioner Elder, the commissioners unanimously approved the transfer of \$20,000 from Road Maintenance Contractual Services to Build and Site Expenses General Maintenance Repairs for building repairs to the Roads Division shop in Pocomoke.

Pursuant to the request of Mr. Baker and upon a motion by Commissioner Mitrecic, the commissioners unanimously approved the purchase of a Flygt brand Sherwood-Logan & Associates, the County’s sole source for Flygt brand pumps for the Water and Wastewater Division.

Pursuant to the recommendation of Public Works Deputy Director Chris Clasing and upon a motion by Commissioner Bunting, the commissioners unanimously approved the Triple Crown Turnover Documents for phase I and accepting the utilities into the County’s Ocean Pines Service Area system.

The commissioners revisited a discussion from their February 7, 2023 meeting

concerning options to donate or sell the synthetic ice rink previously used by Recreation and Parks. Procurement Officer Nick Rice reviewed the available options, including listing the rink for sale on govdeals.com, issuing bid specifications for the purchase of the rink; or offering a closed bid for local participation only. Commissioner Mitrecic stated that the rink was purchased with taxpayer funds and, therefore, should be available for use by County taxpayers. In response to a question by Commissioner Abbott, Parks Superintendent Jacob Stephens confirmed that an individual from a different jurisdiction expressed interest in purchasing the rink. Commissioner Bunting stated that because the rink was purchased with taxpayer dollars, the commissioners should sell it to recoup some of those costs.

A motion by Commissioner Mitrecic to accept narrative proposals from Worcester County entities, with the commissioners to evaluate and donate the rink to the bidder who proposed the best public use, failed 3-4, with Commissioners Elder, Mitrecic, and Purnell voting in favor and Commissioners Abbott, Bertino, Bunting, and Fiori voting in opposition.

A subsequent motion by Commissioner Abbott to solicit bid proposals for both in and out of County entities to purchase the rink passed 4-3, with Commissioners Abbott, Bertino, Bunting, and Fiori voting in favor and Commissioners Elder, Mitrecic, and Purnell voting in opposition.

At the request of the commissioners, Development Review and Permitting Director Jennifer Keener provided an update on the adjoiner notification process for the Board of Zoning Appeals (BZA) and estimated costs to utilize the various certified mail options, to include First Class Postage (metered rate – the current process) at \$0.60 per envelope or approximately \$249 annually, Certified Mail (electronic delivery confirmation) at \$4.65 per envelope or approximately \$2,350.40 annually, or Certified Mail (green card return receipt) at \$8.10 per envelope or approximately \$3,369.60.

Following some discussion and upon a motion by Commissioner Mitrecic, the commissioners unanimously agreed to change the adjoiner notification process from First Class Postage to Certified Mail (electronic delivery confirmation).

Pursuant to the request of Ms. Keener and upon a motion by Commissioner Bunting, the commissioners unanimously approved the application for a Lead Hazard Reduction Grant of \$1 million from the Department of Housing and Urban Development.

The commissioners pulled item 14 – a discussion on Senate Bill 378 Public Health – Vaccinations – Minor Consent, as the bill has been pulled from the Maryland General Assembly.

Pursuant to a request from Stockton Volunteer Fire Company (SVFC) Chief Tim Jerscheid and upon a motion by Commissioner Elder, the commissioners unanimously authorized Commission President Bertino to sign a letter requesting that the Maryland Department of Transportation dedicate a portion of MD Rt. 12 in the Stockton area to late SVFC Fire Chief Neil Payne.

The commissioners reviewed and discussed various board appointments.

Upon a nomination by Commissioner Elder, the commissioners unanimously agreed to appoint Phyllis Wimbrow to the Planning Commission.

Upon nominations by Commissioner Fiori, the commissioners unanimously agreed to appoint Donald Furbay to the Housing Review Advisory Board and to reappoint Cam Bunting to the Local Development Council for the Ocean Downs Casino, Jim Wilson to the Building Code Appeals Board, and Ivone Lomax and Jennifer Loring to the Local Management Board.

Commissioner Mitrecic advised that he will testify virtually on February 28, 2023 on behalf of the commissioners in support of House Bill 913 Eastern Shore Code Counties – Maximum Hotel Rental Tax Rate – Alteration.

The commissioners answered questions from the press, after which they adjourned to meet again on March 7, 2023.

TEL: 410-632-1194
FAX: 410-632-3131
WEB: www.co.worcester.md.us



OFFICE OF THE
COUNTY COMMISSIONERS

Worcester County

GOVERNMENT CENTER
ONE WEST MARKET STREET • ROOM 1103

SNOW HILL, MARYLAND

21863-1195

WESTON S. YOUNG, P.E.
CHIEF ADMINISTRATIVE OFFICER
CANDACE I. SAVAGE, CGFM
DEPUTY CHIEF ADMINISTRATIVE OFFICER
ROSCOE R. LESLIE
COUNTY ATTORNEY

COMMISSIONERS

ANTHONY W. BERTINO, JR., PRESIDENT
MADISON J. BUNTING, JR., VICE PRESIDENT
CARYN G. ABBOTT
THEODORE J. ELDER
ERIC J. FIORI
JOSEPH M. MITRECIC
DIANA PURNELL

PROCLAMATION

WHEREAS, this March we join with representatives from the Worcester Commission on Aging (WorCOA) and MAC, Inc., the Area Agency on Aging, to celebrate March for Meals Month to highlight the importance of the Older Americans Act Nutrition Programs in providing both congregate and home-delivered meals. These agencies are committed to raising awareness about and garnering support to address food insecurity and malnutrition, combat social isolation, enable independence, and improve health for seniors and individuals with disabilities in Worcester County.

WHEREAS, WorCOA volunteers and staff, the backbone of these nutrition programs, have delivered over 23,000 meals to the homebound and served over 7,600 congregate meals in the county’s four 50plus Centers and Adult Day Center in 2022. These concerned and dedicated workers provide caring attention to the welfare of those they serve.

NOW, THEREFORE, we the County Commissioners of Worcester County, Maryland, proclaim March 2023 as **March for Meals Month** and urge citizens to support the Worcester County Meals on Wheels and Congregate Meals programs in continuing to provide powerful opportunities for social connection for the elderly and to combat the negative health effects and economic consequences of hunger, loneliness and isolation.

Executed under the Seal of the County of Worcester, State of Maryland, this 7th day of March, in the Year of Our Lord Two Thousand and Twenty-Three.



Anthony W. Bertino, Jr., President

Madison J. Bunting, Jr., Vice President

Caryn G. Abbott

Eric J. Fiori

Theodore J. Elder

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PROCLAMATION

WHEREAS, as we celebrate this March as Women's History Month, we reflect on the 2023 theme, "Celebrating Women Who Tell Our Stories," recognizing that women of every race, class, and ethnic background have been instrumental in passing on our heritage in word and in print. Women's stories, and the larger human story, expand our understanding and strengthen our connections with each other; and

WHEREAS, women continue to play critical economic, cultural, and social roles in every sphere of life, constituting a significant portion of the labor force, establishing early charitable, philanthropic, and cultural institutions, securing their own rights of suffrage and equal opportunity, serving in the nation's military, and as leaders in the forefronts of every major social change movement to create a more fair and just society for all.

NOW, THEREFORE, we the County Commissioners of Worcester County, Maryland, do hereby proclaim March 2023 as **Women's History Month** and honor the countless women helping to shape our nation.

Executed under the Seal of the County of Worcester, State of Maryland, this 7th day of March, in the Year of Our Lord Two Thousand and Twenty-Three.



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21863-1195

PROCLAMATION

WHEREAS, this March we celebrate Professional Social Work Month, recognizing the 2023 theme, "Social Work Breaks Barriers," which embodies how social workers strive to empower individuals and families to overcome hurdles to reach their full potential; and

WHEREAS, social workers, the largest group of mental healthcare providers in the United States, touch the lives of millions of Americans each day in a variety of places, including schools, hospitals, the military, child welfare agencies, community centers, and in federal, state, and local government.

NOW, THEREFORE, we the County Commissioners of Worcester County, Maryland, do hereby proclaim March 2023 as **Professional Social Work Month** and recognize that social workers enhance human well-being and help meet the basic needs of all people, especially the most vulnerable among us.

Executed under the Seal of the County of Worcester, State of Maryland, this 7th day of March, in the Year of Our Lord Two Thousand and Twenty-Three.



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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
ADMINISTRATIVE DIVISION

DATA RESEARCH DIVISION
CUSTOMER SERVICE DIVISION
TECHNICAL SERVICES DIVISION

Memorandum

To: Worcester County Commissioners
CC: File
From: Davida Washington
Date: 2/27/2023
Re: Housing Rehabilitation Program Bid Recommendation

A bid opening was held on Monday, February 13, 2023, for proposed renovations for a housing rehabilitation project located in Pocomoke. Bids were received from three contractors as follows:

Colossal Contractors, Inc. - \$117,700.00

Poseidon Plumbing & Home Services - \$49,340.66

Improvement Zone - \$108,724.00

This project is proposed to be funded through the current CDBG housing rehabilitation grant, MD-23-CD-25. **After reviewing the proposals, it is my recommendation to accept the bid presented by Poseidon Plumbing & Home Services at \$49,340.66** as low bidder and the bid is synonymous to our inspector's estimate. Copies of the Competitive Bid Worksheet and the contractor proposal are attached for your review.

Snow Hill Housing Rehabilitation Bid	
February 13, 2023 at 1:00pm	
Bid Tabulation	
<u>Vendor Name</u>	<u>Base Bid</u>
Colossal Contractors, Inc	\$117,700.00
Poseidon	\$49,340.66
Improvement Zone	\$108,724.00

apparent low bidder

County Administration Office
 1 West Market Street, Room 1103
 Snow Hill, MD 21863
 Phone: 410-632-1194
 Fax: 410-632-3131



PROJECT: ADDIE DALEDATE: 01-08-2023ADDRESS: 7218 SHOCKLEY ROADSNOW HILL, MD 21863PHONE: 410-632-1318**SCOPE OF WORK**

A: Contractor is to obtain all necessary permits. Remove existing roof shingles, felt paper, drip edge, plumbing vent boots, and all flashings. Provide and install new underlayment material, minimum 30 LB felt paper. Provide and install new white wide drip edge at all eaves and rakes. Provide and install ice and water shield at all eaves and rakes as well at all valleys and any roof and wall junctions. Provide and install new thirty year architectural shingles per manufacturers' installation instructions. Provide and install roof ridge venting with ridge caps as necessary. Provide and install new plumbing vent boots per manufacturer's instructions as required. Install any required flashing. Install new white continuous gutters with downspouts and splash blocks. Haul away all construction related debris.

PRICE: \$18,050.00

B: Remove existing front door. Provide and install new insulated steel door, same size and style, with new Kwikset or equal lockset and dead bolt. Door is to be set in metal sill pan and all jamb edges are to be flex tape wrapped and caulked. Door is to be painted at the interior as well as the exterior, two (2) coats, exterior grade latex. Remove deck rear steps, install Worcester County Code approved ADA ramp. Ramp to be constructed with pressure treated material and galvanized fasteners per current Code. Remove any damaged deck vertical pickets and decking boards and replace with like sized pressure treated materials.

PRICE: \$7,400.00

C: Remove existing water heater. Water heater is to be reinstalled after required floor repairs are completed. Remove bathroom toilet, and finish flooring. Make necessary repairs to floor system under the water heater as well as under the bathroom toilet. Replace subflooring and joists as necessary with like sized material. Subflooring is to be glued and screwed. Provide and install new builder grade vinyl plank, or vinyl sheet goods finish flooring in bathroom as well as closet housing the water heater. Reinstall existing water heater after floor repairs have been completed. Provide and install one (1) new white tall elongated toilet with new wax ring seal.

PRICE: \$6,750.00

D: Contractor to have licensed and qualified electrician remove existing electric service panel and install new 200 AMP Square D or equal electrical panel box meeting current NEC and local Codes. 200 AMP, main disconnect, 110/220 volt, 32 circuit panel board, meter socket, weather head, service

cable, ground rod and cable. Seal all exterior penetrations. Provide and install new smoke detectors per current Code, ten (10) year lithium battery backup. Units shall be interconnected. If existing conditions makes it difficult and exceedingly costly, battery units will be acceptable. Provide and install new GFCI outlets in bathroom, kitchen, and exterior to meet current Code. Replace existing electric base board heating unit in the living room and add new units in the two bedrooms that currently do not have any. Provide and install a new exhaust fan/light ceiling unit in the bathroom. Fan to be vented to the exterior with required exterior exhaust hood.

PRICE: \$21,700.00

E: Contractor to obtain all necessary permits. Remove all remaining galvanized water supply pipes and waste lines. Replace with CPVC water supply lines and PVC waste lines to meet current Code. All waste lines to have proper grade and traps, as well as support, per current Code.

PRICE: \$18,000.00

F: Lead paint items. See attached Debra Hall Lead risk Assessment report and diagram for reference and guidance.

General Conditions & Procedures to be followed for all LBP Work:

- 1. This is a lead Abatement project, the MHIC licensed general contractor must be EPA certified and Maryland Department of the Environment accredited as a Removal and Demolition contractor, and be able to prove current Lead paint training for all workers on site.**
- 2. This is an owner occupied dwelling. The dwelling will NOT be empty or vacated during the course of work. The owner may or may not be present in the dwelling during LBP activities. Any window sash repairs or restoration work not performed in place should be completed off site if possible, to help prevent site contamination.**
- 3. Use all applicable LBP training to perform the scope of work according to EPA and Maryland regulations. Get a receipt for the copy of Renovate Right that you distribute to your client prior to the start of work and maintain all administrative records required by the EPA .Post your led paint Warning signs. HEPA clean individual interior work areas, as you go. Use appropriate level of PPE when conducting abatement activities. Protect the grounds around the dwelling from paint chip deposits.**
- 4. Post-renovation dust wipes are expected to be gathered for the purpose of establishing that Clearance levels have been reached, and that no hazardous lead dust is present as a result of the Abatement activities. The CONTRACTOR MUST NOTIFY THE Lead Risk Assessor in advance to schedule the timing of the gathering of these dust wipes. Initial costs of testing are covered by the program. Any subsequent HEPA cleaning and retesting due to a sample failure will be paid by the Contractor. Final draw will not be released until after the clearance is achieved.**

PRICE: \$25,500.00

G: Current termite activity in different areas of the house. See attached report for reference and guidance. Follow all recommendations.

PRICE: \$2,500.00

H. Provide and install 6 mil poly vapor barrier in existing crawlspace to completely cover the floor area with minimum 6 inches over lap of material. Provide R-19 Kraft faced fiberglass insulation and install in all floor joist bays in the crawlspace. Faced side of the insulation is to be placed against heated floor. Provide and install R-49 fiberglass batt insulation in the exiting attic floor area. Install Styrofoam batts in all rafter bays for proper ventilation.

PRICE: \$17,800.00

TOTAL PRICE: \$117,700.00

SIGNATURE:

PRINTED NAME: Juan R. Navarro

TITLE: President

COMPANY NAME: Colossal Contractors, Inc.

ADDRESS: 4601 Sandy Spring Road

Burtonsville, MD 20866

PHONE NUMBERS: OFFICE: (301) 476-9060 CELL:

MHIC#: 122805 EXPIRATION DATE: 08/09/24

DATE OF PROPOSAL: 02/10/2023

PROJECT: ADDIE DALEDATE: 01-08-2023ADDRESS: 7218 SHOCKLEY ROADSNOW HILL, MD 21863PHONE: 410-632-1318

SCOPE OF WORK

A: Contractor is to obtain all necessary permits. Remove existing roof shingles, felt paper, drip edge, plumbing vent boots, and all flashings. Provide and install new underlayment material, minimum 30 LB felt paper. Provide and install new white wide drip edge at all eaves and rakes. Provide and install ice and water shield at all eaves and rakes as well as at all valleys and any roof and wall junctions. Provide and install new thirty year architectural shingles per manufacturers' installation instructions. Provide and install roof ridge venting with ridge caps as necessary. Provide and install new plumbing vent boots per manufacturer's instructions as required. Install any required flashing. Install new white continuous gutters with downspouts and splash blocks. Haul away all construction related debris.

PRICE: \$10,034.91

B: Remove existing front door. Provide and install new insulated steel door, same size and style, with new Kwikset or equal lockset and dead bolt. Door is to be set in metal sill pan and all jamb edges are to be flex tape wrapped and caulked. Door is to be painted at the interior as well as the exterior, two (2) coats, exterior grade latex. Remove deck rear steps, install Worcester County Code approved ADA ramp. Ramp to be constructed with pressure treated material and galvanized fasteners per current Code. Remove any damaged deck vertical pickets and decking boards and replace with like sized pressure treated materials.

PRICE: \$5,483.75

C: Remove existing water heater. Water heater is to be reinstalled after required floor repairs are completed. Remove bathroom toilet, and finish flooring. Make necessary repairs to floor system under the water heater as well as under the bathroom toilet. Replace subflooring and joists as necessary with like sized material. Subflooring is to be glued and screwed. Provide and install new builder grade vinyl plank, or vinyl sheet goods finish flooring in bathroom as well as closet housing the water heater. Reinstall existing water heater after floor repairs have been completed. Provide and install one (1) new white tall elongated toilet with new wax ring seal.

PRICE: \$4,704.50

D: Contractor to have licensed and qualified electrician remove existing electric service panel and install new 200 AMP Square D or equal electrical panel box meeting current NEC and local Codes. 200 AMP, main disconnect, 110/220 volt, 32 circuit panel board, meter socket, weather head, service

cable, ground rod and cable. Seal all exterior penetrations. Provide and install new smoke detectors per current Code, ten (10) year lithium battery backup. Units shall be interconnected. If existing conditions makes it difficult and exceedingly costly, battery units will be acceptable. Provide and install new GFCI outlets in bathroom, kitchen, and exterior to meet current Code. Replace existing electric base board heating unit in the living room and add new units in the two bedrooms that currently do not have any. Provide and install a new exhaust fan/light ceiling unit in the bathroom. Fan to be vented to the exterior with required exterior exhaust hood.

PRICE: \$10,128.75

E: Contractor to obtain all necessary permits. Remove all remaining galvanized water supply pipes and waste lines. Replace with CPVC water supply lines and PVC waste lines to meet current Code. All waste lines to have proper grade and traps, as well as support, per current Code.

PRICE: \$8,372.50

F: Lead paint items. See attached Debra Hall Lead risk Assessment report and diagram for reference and guidance.

General Conditions & Procedures to be followed for all LBP Work:

1. This is a lead Abatement project, the MHIC licensed general contractor must be EPA certified and Maryland Department of the Environment accredited as a Removal and Demolition contractor, and be able to prove current Lead paint training for all workers on site.
2. This is an owner occupied dwelling. The dwelling will NOT be empty or vacated during the course of work. The owner may or may not be present in the dwelling during LBP activities. Any window sash repairs or restoration work not performed in place should be completed off site if possible, to help prevent site contamination.
3. Use all applicable LBP training to perform the scope of work according to EPA and Maryland regulations. Get a receipt for the copy of Renovate Right that you distribute to your client prior to the start of work and maintain all administrative records required by the EPA. Post your lead paint Warning signs. HEPA clean individual interior work areas, as you go. Use appropriate level of PPE when conducting abatement activities. Protect the grounds around the dwelling from paint chip deposits.
4. Post-renovation dust wipes are expected to be gathered for the purpose of establishing that Clearance levels have been reached, and that no hazardous lead dust is present as a result of the Abatement activities. The CONTRACTOR MUST NOTIFY THE Lead Risk Assessor in advance to schedule the timing of the gathering of these dust wipes. Initial costs of testing are covered by the program. Any subsequent HEPA cleaning and retesting due to a sample failure will be paid by the Contractor. Final draw will not be released until after the clearance is achieved.

PRICE: \$2,302.50


G: Current termite activity in different areas of the house. See attached report for reference and guidance. Follow all recommendations.

PRICE: \$1,650.00

H. Provide and install 6 mil poly vapor barrier in existing crawlspace to completely cover the floor area with minimum 6 inches over lap of material. Provide R-19 Kraft faced fiberglass insulation and install in all floor joist bays in the crawlspace. Faced side of the insulation is to be placed against heated floor. Provide and install R-49 fiberglass batt insulation in the exiting attic floor area. Install Styrofoam batts in all rafter bays for proper ventilation.

PRICE: \$6,663.75

TOTAL PRICE: 49,340.66

SIGNATURE: 

PRINTED NAME: Matt Stoehr

TITLE: Member, LLC

COMPANY NAME: Poseidon Plumbing and Home Services

ADDRESS: 12637 sunset Ave #1

Ocean city, MD 21842

PHONE NUMBERS: OFFICE: 410-251-1096 CELL: 443-856-2860

MHIC#: 135020 EXPIRATION DATE: 10-12-2023

DATE OF PROPOSAL: 2/9/23

PROJECT: ADDIE DALE

DATE: 01-08-2023

ADDRESS: 7218 SHOCKLEY ROAD

SNOW HILL, MD 21863

PHONE: 410-632-1318

SCOPE OF WORK

A: Contractor is to obtain all necessary permits. Remove existing roof shingles, felt paper, drip edge, plumbing vent boots, and all flashings. Provide and install new underlayment material, minimum 30 LB felt paper. Provide and install new white wide drip edge at all eaves and rakes. Provide and install ice and water shield at all eaves and rakes as well at all valleys and any roof and wall junctions. Provide and install new thirty year architectural shingles per manufacturers' installation instructions. Provide and install roof ridge venting with ridge caps as necessary. Provide and install new plumbing vent boots per manufacturer's instructions as required. Install any required flashing. Install new white continuous gutters with downspouts and splash blocks. Haul away all construction related debris.

PRICE: \$14,620.00

B: Remove existing front door. Provide and install new insulated steel door, same size and style, with new Kwikset or equal lockset and dead bolt. Door is to be set in metal sill pan and all jamb edges are to be flex tape wrapped and caulked. Door is to be painted at the interior as well as the exterior, two (2) coats, exterior grade latex. Remove deck rear steps, install Worcester County Code approved ADA ramp. Ramp to be constructed with pressure treated material and galvanized fasteners per current Code. Remove any damaged deck vertical pickets and decking boards and replace with like sized pressure treated materials.

PRICE: \$14,507.00

C: Remove existing water heater. Water heater is to be reinstalled after required floor repairs are completed. Remove bathroom toilet, and finish flooring. Make necessary repairs to floor system under the water heater as well as under the bathroom toilet. Replace subflooring and joists as necessary with like sized material. Subflooring is to be glued and screwed. Provide and install new builder grade vinyl plank, or vinyl sheet goods finish flooring in bathroom as well as closet housing the water heater. Reinstall existing water heater after floor repairs have been completed. Provide and install one (1) new white tall elongated toilet with new wax ring seal.

PRICE: \$5,880.00

D: Contractor to have licensed and qualified electrician remove existing electric service panel and install new 200 AMP Square D or equal electrical panel box meeting current NEC and local Codes. 200 AMP, main disconnect, 110/220 volt, 32 circuit panel board, meter socket, weather head, service

cable, ground rod and cable. Seal all exterior penetrations. Provide and install new smoke detectors per current Code, ten (10) year lithium battery backup. Units shall be interconnected. If existing conditions makes it difficult and exceedingly costly, battery units will be acceptable. Provide and install new GFCI outlets in bathroom, kitchen, and exterior to meet current Code. Replace existing electric base board heating unit in the living room and add new units in the two bedrooms that currently do not have any. Provide and install a new exhaust fan/light ceiling unit in the bathroom. Fan to be vented to the exterior with required exterior exhaust hood.

PRICE: \$15,284.00

E: Contractor to obtain all necessary permits. Remove all remaining galvanized water supply pipes and waste lines. Replace with CPVC water supply lines and PVC waste lines to meet current Code. All waste lines to have proper grade and traps, as well as support, per current Code.

PRICE: \$12,552.00

F: Lead paint items. See attached Debra Hall Lead risk Assessment report and diagram for reference and guidance.

General Conditions & Procedures to be followed for all LBP Work:

1. This is a lead Abatement project, the MHIC licensed general contractor must be EPA certified and Maryland Department of the Environment accredited as a Removal and Demolition contractor, and be able to prove current Lead paint training for all workers on site.
2. This is an owner occupied dwelling. The dwelling will NOT be empty or vacated during the course of work. The owner may or may not be present in the dwelling during LBP activities. Any window sash repairs or restoration work not performed in place should be completed off site if possible, to help prevent site contamination.
3. Use all applicable LBP training to perform the scope of work according to EPA and Maryland regulations. Get a receipt for the copy of Renovate Right that you distribute to your client prior to the start of work and maintain all administrative records required by the EPA .Post your led paint Warning signs. HEPA clean individual interior work areas, as you go. Use appropriate level of PPE when conducting abatement activities. Protect the grounds around the dwelling from paint chip deposits.
4. Post-renovation dust wipes are expected to be gathered for the purpose of establishing that Clearance levels have been reached, and that no hazardous lead dust is present as a result of the Abatement activities. The CONTRACTOR MUST NOTIFY THE Lead Risk Assessor in advance to schedule the timing of the gathering of these dust wipes. Initial costs of testing are covered by the program. Any subsequent HEPA cleaning and retesting due to a sample failure will be paid by the Contractor. Final draw will not be released until after the clearance is achieved.

PRICE: \$34,775.00

G: Current termite activity in different areas of the house. See attached report for reference and guidance. Follow all recommendations.

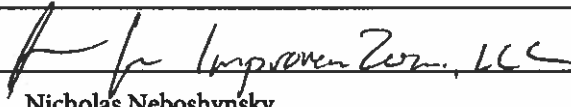
PRICE: \$1,260.00

H. Provide and install 6 mil poly vapor barrier in existing crawlspace to completely cover the floor area with minimum 6 inches over lap of material. Provide R-19 Kraft faced fiberglass insulation and install in all floor joist bays in the crawlspace. Faced side of the insulation is to be placed against heated floor. Provide and install R-49 fiberglass batt insulation in the exiting attic floor area. Install Styrofoam batts in all rafter bays for proper ventilation.

PRICE: \$9,846.00

\$108,724.00

TOTAL PRICE:

SIGNATURE: 

PRINTED NAME: Nicholas Neboshynsky

TITLE: Owner

COMPANY NAME: Improvement Zone, LLC

ADDRESS: 400 Love Point Road, Suite B, Stevensville, MD 21666

PHONE NUMBERS: OFFICE: (410) 221-4661 CELL: (410) 570-0995

MHIC#: 95047 EXPIRATION DATE: 6/9/2024

DATE OF PROPOSAL: February 13, 2023



Worcester County Government
One West Market Street | Room 1103 | Snow Hill MD 21863-1195
(410) 632-1194 | (410) 632-3131 (fax) | admin@co.worcester.md.us | www.co.worcester.md.us

MEMORANDUM

TO: Worcester County Commissioners
FROM: Nicholas W. Rice, Procurement Officer
DATE: March 7, 2023
RE: Request to Bid – Sale of Glice Rink and Accessories

Attached for your review and approval are bid documents for the sale of the synthetic ice rink including all accessories. Once the Commissioners have had the opportunity to review these documents, it is requested that authorization be provided to solicit bids for these items.

The bid documents include a section for bidders to provide a narrative on how the ice rink will be used. The commissioners will have the option to consider both the proposed sale amount along with the narrative when selecting the winning bidder.

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

**Worcester County Administration
1 West Market Street, Room 1103
Snow Hill, Maryland 21863**



INVITATION FOR BID

PROJECT: Sale of Synthetic Ice Rink and Accessories

DEPARTMENT: Recreation and Parks

VENDOR:

NAME: _____

ADDRESS: _____

BID OPENING:

DATE: Tuesday, March 28, 2023

TIME: 2:30 PM

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SECTION I: INTRODUCTION

A. PURPOSE

1. The purpose of this Invitation for Bid Document is for Worcester County (“County”) to sell and have removed a synthetic ice rink and all accessories listed below in conformity with the requirements contained herein (“Bid Document(s)”).

B. CLARIFICATION OF TERMS

1. Firms or individuals that submit a bid for purchase of these items are referred to as vendors (“Vendors”) in this document. The Vendor that is awarded the sale is herein referred to as the (“Successful Vendor”).

C. QUESTIONS AND INQUIRES

1. Questions must be addressed in writing to the Worcester County Procurement Officer at nrice@co.worcester.md.us.
2. Addenda are posted on the County website at <https://www.co.worcester.md.us/> under County Info: Bid Board: at <https://www.co.worcester.md.us/commissioners/bids> at least five calendar days before bid opening.

D. FILLING OUT BID DOCUMENTS

1. Use only forms supplied by the County.
2. One unbound original and two bound copies of the bid form and any required attachments must be submitted in the solicitation and can be submitted in the same envelope unless otherwise instructed.
3. Where so indicated by the make-up of the Bid Documents, sums will be expressed in both words and figures, and in the case of a discrepancy between the two, the amount written in words will govern. In the event there is a discrepancy between the unit price and the extended totals, the unit prices will govern.
4. Any interlineation, alteration, or erasure will be initialed by the signer of the Bid Documents.
5. Each copy of the Bid Documents will be signed by the person(s) legally authorized to bind the Vendor to a contract, using the legal name of the signer. Bid Documents submitted by an agent will have a current Power of Attorney attached certifying the agent’s authority to bind the Vendor.
6. Vendor will supply all information and submittals required by the Bid Documents to constitute a proper and responsible completed Bid Document package.
7. Any ambiguity in the Bid Documents as a result of omission, error, lack of clarity or non-compliance by the Vendor with specifications, instructions, and/or all conditions of bidding will be construed in the light most favorable to the County.

E. SUBMISSION OF BID DOCUMENTS

1. All copies of the Bid Documents and any other documents required to be submitted with the Bid Documents will be enclosed in a sealed envelope. The envelope will be addressed to the Worcester County Commissioners and will be identified with the project name: **SALE OF SYNTHETIC ICE RINK** and the Vendor’s name and address. If the Bid Documents are sent by mail, the sealed envelope will be enclosed in a separate mailing envelope with the notation “SEALED BID DOCUMENTS ENCLOSED” on the face thereof.
2. Bids must be mailed or hand carried to the **Worcester County Administration Office, 1 West Market Street, Room 1103, Snow Hill, MD 21863**, in order to be received **prior** to the

announced bid deadline. *Bids received after said time or delivered to the wrong location will be returned to the Vendor unopened.*

3. **Bids are due and will be opened at the time listed on the front of this Bid Document.**
4. If you are delivering a bid in person please keep in mind to allow time to get through security and into the Administration Office. It is fully the responsibility of the Vendor to ensure that the bid is received on time.
5. The County will not speculate as to reasonableness of the postmark, nor comment on the apparent failure of a public carrier to have made prompt delivery of the bid.
6. Vendors, or their authorized agents, are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting Bid Documents; failure to do so will be at the Vendor's own risk.
7. Minority vendors are encouraged to participate.
8. All Vendor submitted Bid Documents will be valid for a minimum of sixty days from the date of Bid Document opening.
9. Electronically mailed bids are **not** considered sealed bids and will **not** be accepted.

F. OPENING OF BIDS

1. Bid Documents received on time will be opened publicly and Vendor's names and total costs will be read aloud for the record.
2. The Contract will be awarded or all Bid Documents will be rejected within sixty days from the date of the Bid Document opening.

G. ACCEPTANCE OR REJECTION OF BIDS

1. Unless otherwise specified, the Contract will be awarded to the most responsible and responsive Vendor complying with the provisions of the Bid Documents, provided the bid does not exceed the funds available, and it is in the best interest of the County to accept it. The County reserves the right to reject the Bid Documents of any Vendor who has previously failed to perform properly in any way or complete on time contracts of a similar nature; or a Bid Document from a Vendor who, investigation shows, is not in a position to perform the Contract; or Bid Documents from any person, firm, or corporation which is in arrears or in default to the County for any debt or contract.
2. Completed Bid Documents from Vendors debarred from doing business with the State of Maryland or the Federal Government will not be accepted.
3. In determining a Vendor's responsibility, the County may consider the following qualifications, in addition to price:
 - a. Ability, capacity, and skill to provide the commodities or services required within the specified time, including future maintenance and service, and including current financial statement or other evidence of pecuniary resources and necessary facilities.
 - b. Character, integrity, reputation, experience and efficiency.
 - c. Quality of past performance on previous or existing contracts, including a list of current and past contracts and other evidence of performance ability.
 - d. Previous and existing compliance with laws and ordinances relating to contracts with the County and to the Vendor's employment practices.
 - e. Evidence of adequate insurance to comply with Contract terms and conditions.
 - f. Statement of current work load and capacity to perform/provide the Goods and/or Services.

- g. Explanation of methods to be used in fulfilling the Contract.
 - h. The Vendor, if requested, will be prepared to supply evidence of its qualifications, listed above, and its capacity to provide/perform the Goods and/or Services; such evidence to be supplied within a specified time and to the satisfaction of the County.
4. In determining a Vendor's responsiveness, the County will consider whether the Bid Document conforms in all material respects to the Bid Documents. The County reserves the right to waive any irregularities that may be in its best interest to do so.
 5. The County will have the right to reject any and all Bid Documents, where applicable to accept in whole or in part, to add or delete quantities, to waive any informalities or irregularities in the Bid Document received, to reject a Bid Document not accompanied by required Bid security or other data required by the Bid Documents, and to accept or reject any Bid Document which deviates from specifications when in the best interest of the County. Irrespective of any of the foregoing, the County will have the right to award the Contract in its own best interests.

H. NOTICE TO VENDORS

1. Before a Vendor submits the Bid Documents it will need to become fully informed as to the extent and character of the Goods and/or Services required and are expected to completely familiarize themselves with the requirements of this Bid Document's specifications. Failure to do so will not relieve the Vendor of the responsibility to fully perform in accordance therewith. No consideration will be granted for any alleged misunderstanding of the material to be furnished or the Services to be performed, it being understood that the submission of a Bid Document is an agreement with all of the items and conditions referred to herein.

END OF SECTION

SECTION II: BID SPECIFICATIONS

A. SCOPE

1. The County is seeking bids for the sale of a Glice synthetic Ice Rink including the accessories listed below in accordance with the terms and conditions and specifications set forth in this solicitation.

B. EQUIPMENT LIST

1. One (1) Glice Rink
 - a. 1,633 square feet (52' x 32')
 - b. Eighty (80) Glice panels (.8" / 20mm)
2. Twenty-six (26) Glice Dasher Wall System
3. Eighty (80) pairs of skates / with 2 racks
4. One (1) cleaning machine
5. One (1) skate sharpener
6. All associated materials (bolts, pegs and felt for underneath) included

C. SUMMARY

1. The selected bidder will be responsible for pick-up and removal of all equipment listed in the bid documents.
2. Worcester County will not be responsible for training the selected bidder on how to setup and take down the Glice Rink.
 - a. Training information can be obtained from the manufacturer.
3. All items will be sold in "as is" condition with no warranty expressed or implied.
4. Please provide a narrative on how the ice rink is planned to be used for the Commissioner's consideration along with your bid amount.

D. INDEMNIFICATION

1. The selected bidder shall be solely responsible for any loss, claims or damages arising out of the removal or transportation of property from the sale site or the use of the same thereafter. The purchaser further agrees to indemnify and hold harmless Worcester County against any and all losses, claims or damages arising from the removal or transport of any property, or any other actions arising out of this transaction.

E. ATTACHMENTS

1. Glice Product Catalog 2020
2. Glice Operating Procedures
3. Glice Rink Operating Basics
4. Glice Rink Specifications

F. PAYMENT

1. The selected bidder will be notified and be required to submit a bank check, made payable to Worcester County, Maryland, for payment of any balance due. Cash will be accepted. Such payment must be delivered, to a location to be directed, where it will be accepted by a County official. When payment has been received the County official will authorize the release of the purchased property. Full payment must be made prior to the removal of any property.

G. QUESTIONS

1. The last day for questions is listed under Section I, Subsection C.2.

H. AWARD

1. The County reserves the right to accept or reject any or all bids in total or in part and to waive informalities and irregularities, as it may deem to be in the City's best interest..

END OF SECTION

**THIS AND PREVIOUS SECTIONS, OTHER THAN THE COVER PAGE, DO NOT NEED TO BE
RETURNED WITH SUBMITTAL**

FORM OF BID

To whom it may concern:

We hereby submit our Bid Documents for “SALE OF SYNTHETIC GLICE RINK” as indicated in the Bid Documents. Having carefully examined the Bid Documents and having received clarification on all items of conflict or upon which any doubt arose, the undersigned hereby requests consideration of our Vendor for award of the referenced Bid.

ITEM	DESCRIPTION	TOTAL BID AMOUNT
1	Glisce Rink along with all accessories listed under the Bid Specifications above	

NARATIVE ON PLANNED USE OF THE ICE RINK TO BE PROVIDED BELOW

The Vendor agrees that their bid will be good for at least sixty days unless otherwise indicated in the bid specifications.

Note: This bid form must be signed by an officer of your company or an authorized agent for this bid to be considered valid by the county.

Sign for Identification

Printed Name

Title

Email

EXCEPTIONS

The undersigned hereby certifies that, except as listed below, or on separate sheets attached hereto, the enclosed Completed Bid Document covers all items as specified.

EXCEPTIONS:

(If none, write none) _____

How did you hear about this solicitation?

- Worcester County's Website
- eMaryland Marketplace Advantage (eMMA)
- Newspaper Advertisement
- Direct email
- Other _____

The vendor hereby acknowledges receipt of the following addenda.

<u>Number</u>	<u>Date</u>	<u>Initials</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

Sign for Identification

Printed Name

EXHIBIT A

WORCESTER COUNTY MARYLAND
STANDARD TERMS AND CONDITIONS

The provisions below are applicable to all Worcester County (“County”) contracts. These provisions are not a complete agreement. These provisions must be attached to an executed document that identifies the work to be performed, compensation, term, incorporated attachments, and any special conditions (“Contract”). If the Standard Terms and any other part of the Contract conflict, then the Standard Terms will prevail.

1. **Amendment.** Amendments to the Contract must be in writing and signed by the parties.
2. **Bankruptcy.** If a bankruptcy proceeding by or against the Contractor is filed, then:
 - a. The Contractor must notify the County immediately; and
 - b. The County may cancel the Contract or affirm the Contract and hold the Contractor responsible for damages.
3. **Compliance with Law.** Contractor must comply with all applicable federal, state, and local law. Contractor is qualified to do business in the State of Maryland. Contractor must obtain, at its expense, all licenses, permits, insurance, and governmental approvals needed to perform its obligations under the Contract.
4. **Contingent Fee Prohibition.** The Contractor has not directed anyone, other than its employee or agent, to solicit the Contract and it has not promised to pay anyone a commission, percentage, brokerage fee, contingent fee, or other consideration contingent on the making of the Contract.
5. **Counterparts and Signature.** The Contract may be executed in several counterparts, each of which may be an original and all of which will be the same instrument. The Contract may be signed in writing or by electronic signature, including by email. An electronic signature, a facsimile copy, or computer image of the Contract will have the same effect as an original signed copy.
6. **Exclusive Jurisdiction.** All legal proceedings related to this Contract must be exclusively filed, tried, and maintained in either the District Court of Maryland for Worcester County, Maryland or the Circuit Court of Worcester County, Maryland. The parties expressly waive any right to remove the matter to any other state or federal venue and waive any right to a jury trial.
7. **Force Majeure.** The parties are not responsible for delay or default caused by fire, riot, acts of God, County-declaration-of-emergency, or war beyond their reasonable control. The parties must make all reasonable efforts to eliminate a cause of delay or default and must, upon cessation, diligently pursue their obligations under the Contract.
8. **Governing Law.** The Contract is governed by the laws of Maryland and the County.
9. **Indemnification.** The Contractor must indemnify the County and its agents from all liability, penalties, costs, damages, or claims (including attorney’s fees) resulting from personal injury, death, or damage to property that arises from or is connected to the performance of the work or failure to perform its obligations under the Contract. All indemnification provisions will survive the expiration or termination of the Contract.

10. Independent Contractor.

- a. Contractor is an “Independent Contractor”, not an employee. Although the County may determine the delivery schedule for the work and evaluate the quality of the work, the County will not control the means or manner of the Contractor’s performance.
- b. Contractor is responsible for all applicable taxes on any compensation paid under the Contract. Contractor is not eligible for any federal Social Security, unemployment insurance, or workers’ compensation benefits under the Contract.
- c. Contractor must immediately provide the County notice of any claim made against Contractor by any third party.

11. Insurance Requirements.

- a. Contractor must have Commercial General Liability Insurance in the amounts listed below. The insurance must include coverage for personal injury, discrimination, and civil rights violation claims. All insurance must name County, its employees, and agents as “ADDITIONAL INSURED”. A copy of the certificate of insurance must be filed with the County before the Contract is executed, providing coverage in the amount of \$1,000,000 per occurrence, \$2,000,000 general aggregate, and \$500,000 for property damage.
- b. Contractor must have automobile insurance on all vehicles used in the Contract to protect Contractor against claims for damages resulting from bodily injury, including wrongful death, and property damage that may arise from the operations in connection with the Contract. All insurance must name County, its employees, and agents as “ADDITIONAL INSURED”.
- c. Contractor must provide the County with a certification of Workers’ Compensation Insurance, with employer’s liability in the minimum amount required by Maryland law in effect for each year of the Contract.
- d. All insurance policies must have a minimum 30 days’ notice of cancellation. The County must be notified immediately upon cancellation.
- e. When insurance coverage is renewed, Contractor must provide new certificates of insurance prior to expiration of current policies.

12. Nondiscrimination. Contractor must not discriminate against any worker, employee, or applicant because of religion, race, sex, age, sexual orientation, physical or mental disability, or perceived disability. This provision must be incorporated in all subcontracts related to the Contract.

13. Ownership of Documents; Intellectual Property.

- a. All documents prepared under the Contract must be available to the County upon request and will become the exclusive property of the County upon termination or completion of the services. The County may use the documents without restriction or without additional compensation to the Contractor. The County will be the owner of the documents for the purposes of copyright, patent, or trademark registration.
- b. If the Contractor obtains, uses, or subcontracts for any intellectual property, then it must provide an assignment to the County of ownership or use of the property.
- c. The Contractor must indemnify the County from all claims of infringement related to

the use of any patented design, device, materials, or process, or any trademark or copyright, and must indemnify the County, its officers, agents, and employees with respect to any claim, action, costs, or infringement, for royalties or user fees, arising out of purchase or use of materials, construction, supplies, equipment, or services covered by the Contract.

14. **Payments.** Payments to the Contractor under the Contract will be within 30 days of the County's receipt of a proper invoice from the Contractor. If an invoice remains unpaid 45 days after the invoice was received, interest will accrue at 6% per year.
15. **Records.** Contractor must maintain fiscal records relating to the Contract in accordance with generally accepted accounting principles. All other relevant records must be retained by Contractor and kept accessible for at least three years after final payment, termination of the Contract, or until the conclusion of any audit, controversy, or litigation related to the Contract. All subcontracts must comply with these provisions. County may access all records of the Contractor related to the Contract.
16. **Remedies.**
 - a. **Corrections of errors and omissions.** Contractor must perform work necessary to correct errors and omissions in the services required under the Contract, without undue delays and cost to the County. The County's acceptance will not relieve the Contractor of the responsibility of subsequent corrections of errors.
 - b. **Set-off.** The County may deduct from any amounts payable to the Contractor any back-charges, penalties, or damages sustained by the County, its agents, or employees caused by Contractor's breach. Contractor will not be relieved of liability for any costs caused by a failure to satisfactorily perform the services.
 - c. **Cumulative.** These remedies are cumulative and without waiver of any others.
17. **Responsibility of Contractor.**
 - a. The Contractor must perform the services with the standard of care, skill, and diligence normally provided by a Contractor in the performance of services similar the services.
 - b. Notwithstanding any review, approval, acceptance, or payment for the services by the County, the Contractor will be responsible for the accuracy of any work, design, drawings, specifications, and materials furnished by the Contractor under the Contract.
 - c. If the Contractor fails to conform with subparagraph (a) above, then it must, if required by the County, perform at its own expense any service necessary for the correction of any deficiencies or damages resulting from the Contractor's failure. This obligation is in addition to any other remedy available to the County.
18. **Severability/Waiver.** If a court finds any term of the Contract to be invalid, the validity of the remaining terms will not be affected. The failure of either party to enforce any term of the Contract is not a waiver by that party.
19. **Subcontracting or Assignment.** The Contractor may not subcontract or assign any part of the Contract without the prior written consent of the County. The County may withhold consent for any reason the County deems appropriate.

20. **Termination.** If the Contractor violates any provision of the Contract, the County may terminate the Contract by written notice. All finished or unfinished work provided by the Contractor will, at the County's option, become the County's property. The County will pay the Contractor fair compensation for satisfactory performance that occurred before termination less the amount of damages caused by the Contractor's breach. If the damages are more than the compensation payable to the Contractor, the Contractor will remain liable after termination and the County can affirmatively collect damages.
21. **Termination of Contract for Convenience.** Upon written notice, the County may terminate the Contract when the County determines termination is in the County's best interest. Termination for convenience is effective on the date specified in the County's written notice. The County will pay for reasonable costs allocable to the Contract for costs incurred by the Contractor up to the date of termination. But the Contractor will not be reimbursed for any anticipatory profits that have not been earned before termination.
22. **Termination of Multi-year Contract.** If funds are not available for any fiscal period of the Contract after the first fiscal period, then the Contract will be terminated automatically as of the beginning of unfunded fiscal period. Termination will discharge the Contractor and the County from future performance of the Contract, but not from their rights and obligations existing at the time of termination.
23. **Third Party Beneficiaries.** The County and Contractor are the only parties to the Contract and are the only parties entitled to enforce its terms. Nothing in the Contract gives any benefit or right to third persons unless individually identified by name and expressly described as intended beneficiaries of the Contract.
24. **Use of County Facilities.** Contractor may only County facilities that are needed to perform the Contract. County has no responsibility for the loss or damage to Contractor's personal property which may be stored on County property.
25. **Whole Contract.** The Contract, the Standard Terms, and attachments are the complete agreement between the parties and supersede all earlier agreements, proposals, or other communications between the parties relating to the subject matter of the Contract.

ITEM 3

Glice 























Product Catalog 2019

3 - 15

Glice Product Overview

The ultimate Glice Package for your success. We pay attention to detail. Just as much as we care for the perfect skating experience on our Glice premium synthetic ice, we care about each single detail from the most comfortable skates to the most efficient cleaning system.

-  **Glice Premium Eco-Ice**
-  **Dasher Board Systems**
-  **Public Protection**
-  **Cleaning Systems**
-  **Skate Sharpener**
-  **Skates**
-  **Shelf**
-  **Pallet Box**
-  **Hockey Lines**
-  **Protection Tarp**

-  **Glice Curling Lane**
-  **Glice Eisstock Lane**
-  **Glice Slapshot Station**
-  **Glice Bob Slide**
-  **Skating Aid**
-  **Hockey Goals**
-  **Rubber Floor**
-  **Power Washer**
-  **Glice Care Solution**
-  **Glice Supervisor**

Glice Premium Eco-Ice Panel

Auto-lubricant, UV protection and ultra-glide technology thanks to the scientifically developed Glice formula



Glice Leisure Dasher Board System

Highly resistant material, state-of-the-art design, modular system for quick and easy installation



Standard curve dasher board



Radius 38.19

Mini dasher board
700 mm, 16 kg/module
2.3', 35 lb/module

1000 mm, 20 kg/module
3.3', 44 lb/module

Highly resistant compact polycarbonate on front and back side

Long fixation hinge for increased stability

Light and robust aluminium frame

Kick-plate reinforced for impacts

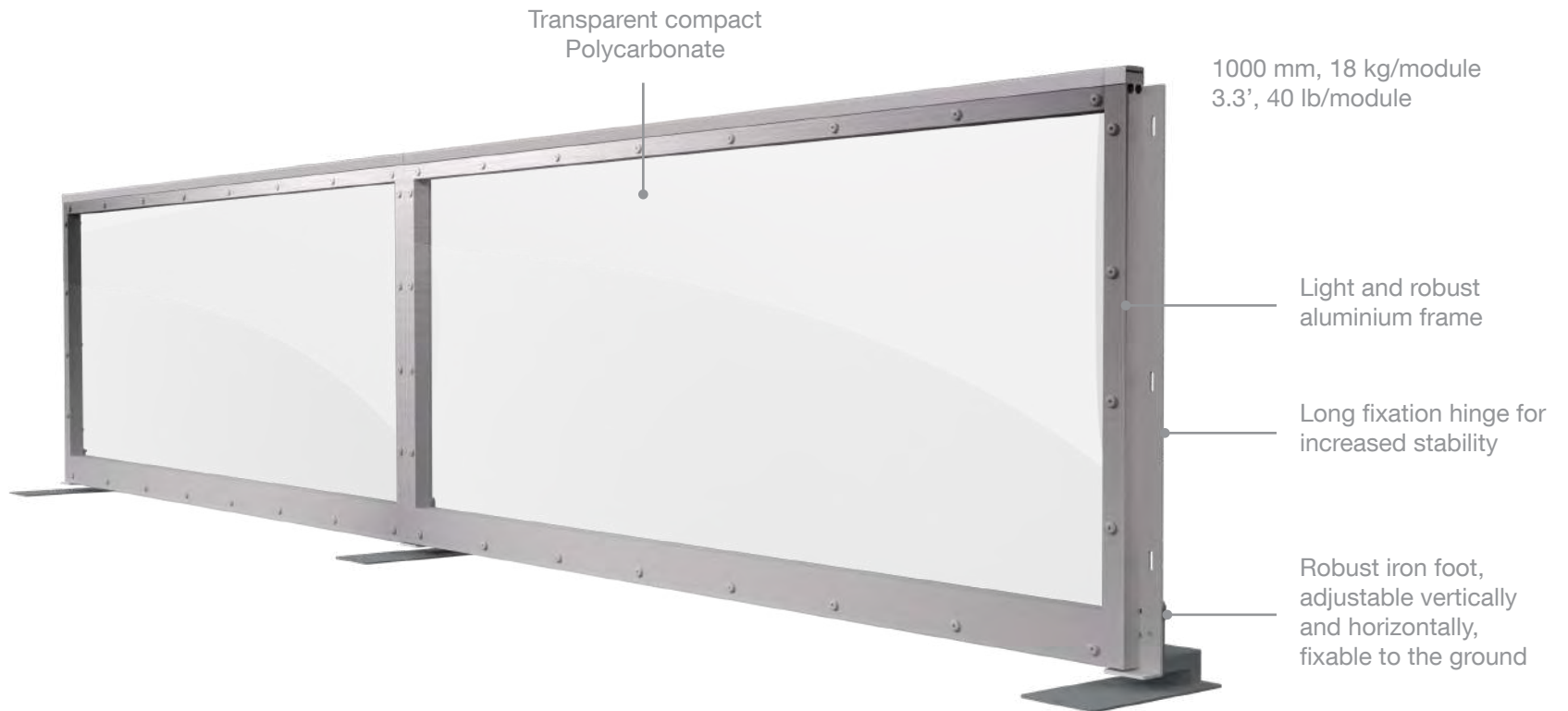
Robust iron foot, adjustable vertically and horizontally, fixable to the ground



TOP MENU

Glice transparent Dasher Board System

Highly resistant material, state-of-the-art design, modular system for quick and easy installation. Also available as mini version (700 mm, 14 kg/module - 2.3', 31 lb/module)



Glice Wooden Dasher Board System

Highly resistant material, state-of-the-art design, modular system for quick and easy installation



Glice Service Door

Wide access gate, solid, easy and quick to open and close



Glice Corner Flags

Brand your Glice Rink! Package comes with 4 fixtures and 4 flags. Fixture adaptable to 2017 generation Glice leisure dasher boards.



TOP MENU

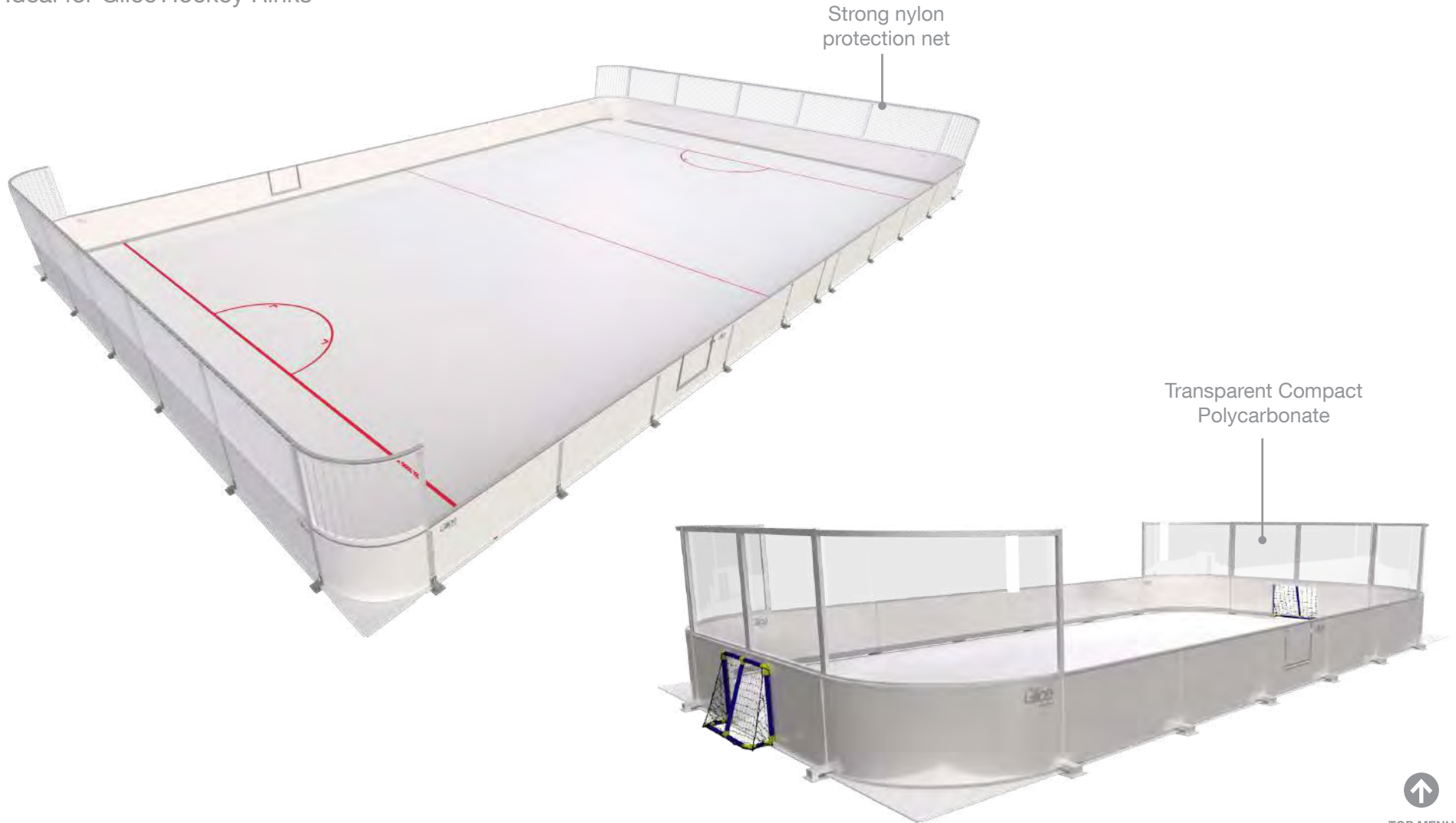
Glice Hockey Dasherboard System

Official International Ice Hockey Federation standard boards for professional use, unbreakable quality for the toughest games



Public Protection Options

Ideal for Glice Hockey Rinks



Glice Rink Cleaning System

High-performance and easy-to-use cleaning system, includes floor scrubbing machine and vacuum cleaner. Floor scrubbing machine has three integrated functions: brushing, watering and vacuuming.



Glice Skate Sharpener

Sharpening made easy. Press one button and go!

Robust and compact to carry

Grinding maintains the blade profile



Includes
1 spare grinding wheel
1 Fork hone
1 Fine hone

Special grinding wheel
(coarse grit) for longer
lasting results

Weight: 14 kg / 31 lb

320 mm / 12.59"

700 mm / 27.6"

Glice Skate

Extended performance, less sharpening, high-comfort and quick to put on. Designed and produced in the EU.



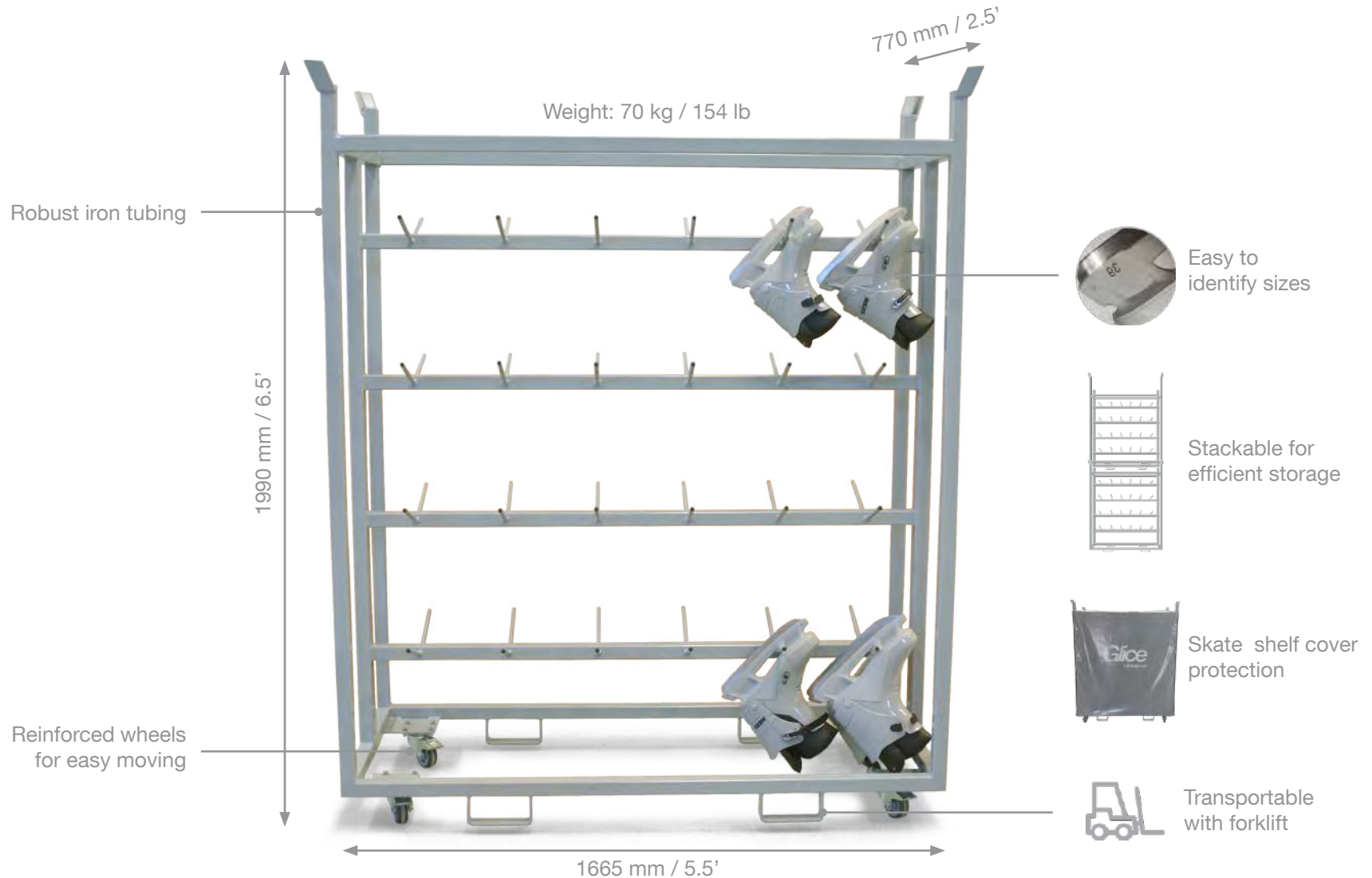
Bauer Skate

Rental skate made by Bauer. For advanced and pro skaters. Designed and produced in the EU.



Glice Skate Shelf

Smart design, high stability, fits 48 pairs of skates



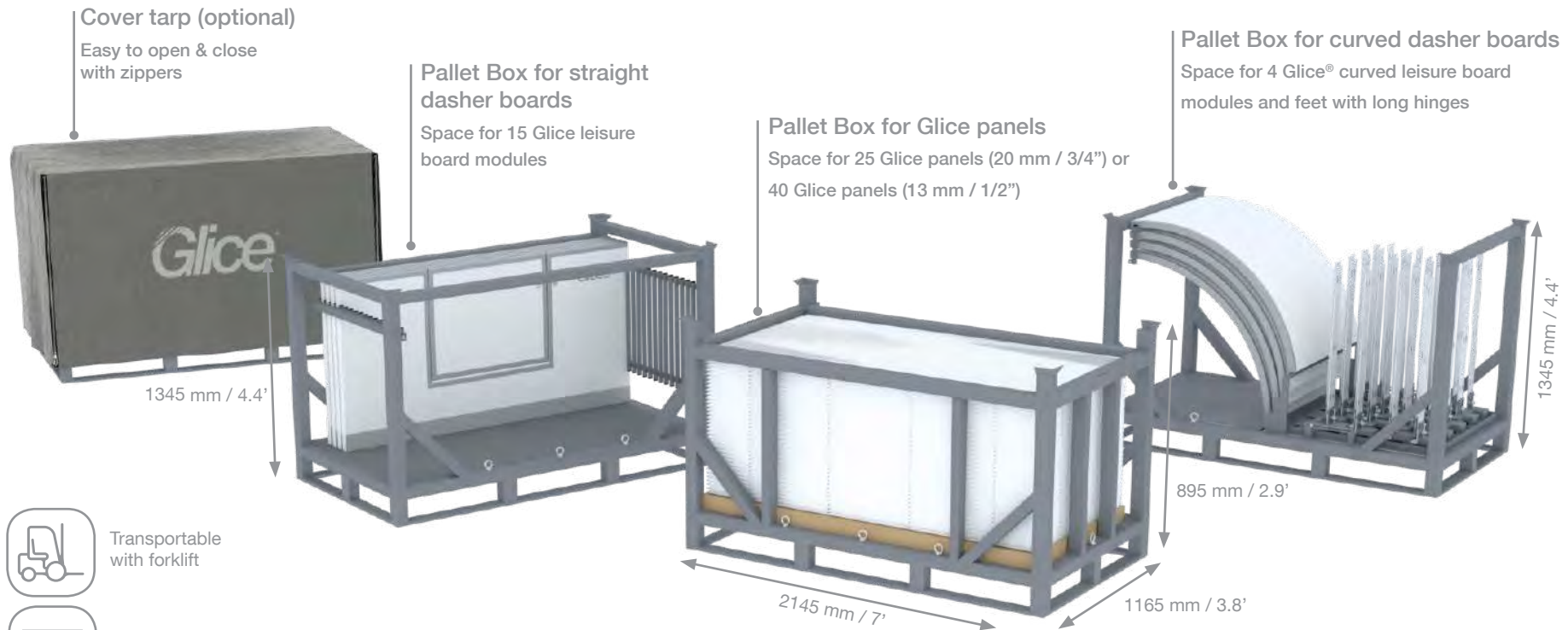
Glice Multicounter

Desk, skate shelf and transportation box on wheels – all in one! Fits 33 pairs of skates.



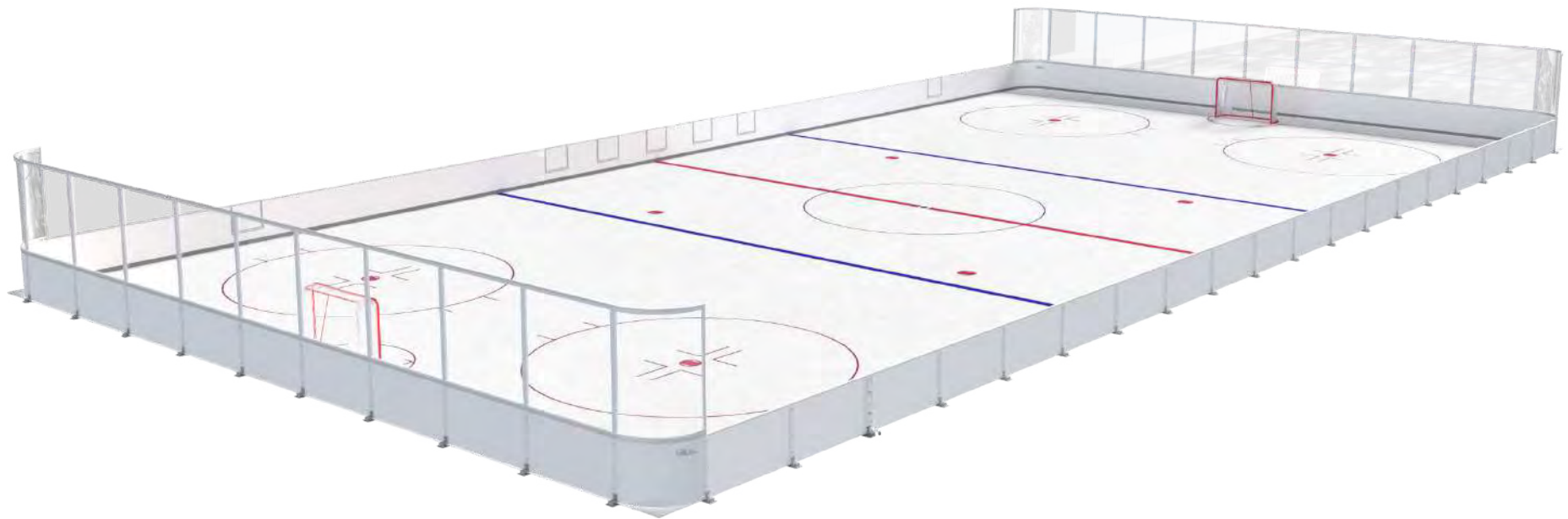
Glice Pallet Box

Three different modules for packing Glice panels, straight dasher boards and curved dasher boards. Highly protective iron structure. Easily stackable for transport & storage.



Glice integrated Hockey Lines

Embedded hockey crease lines in Glice surface never wear out during entire lifetime of product.



Glice Protection Tarp

Less cleaning and maintenance of your Glice Rink and longer lasting use



Rain & snow



Wind & dust



100% UV block



Light and easy to transport
(0.17 kg/m²) (0.04 lb/sqft)

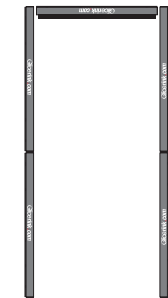
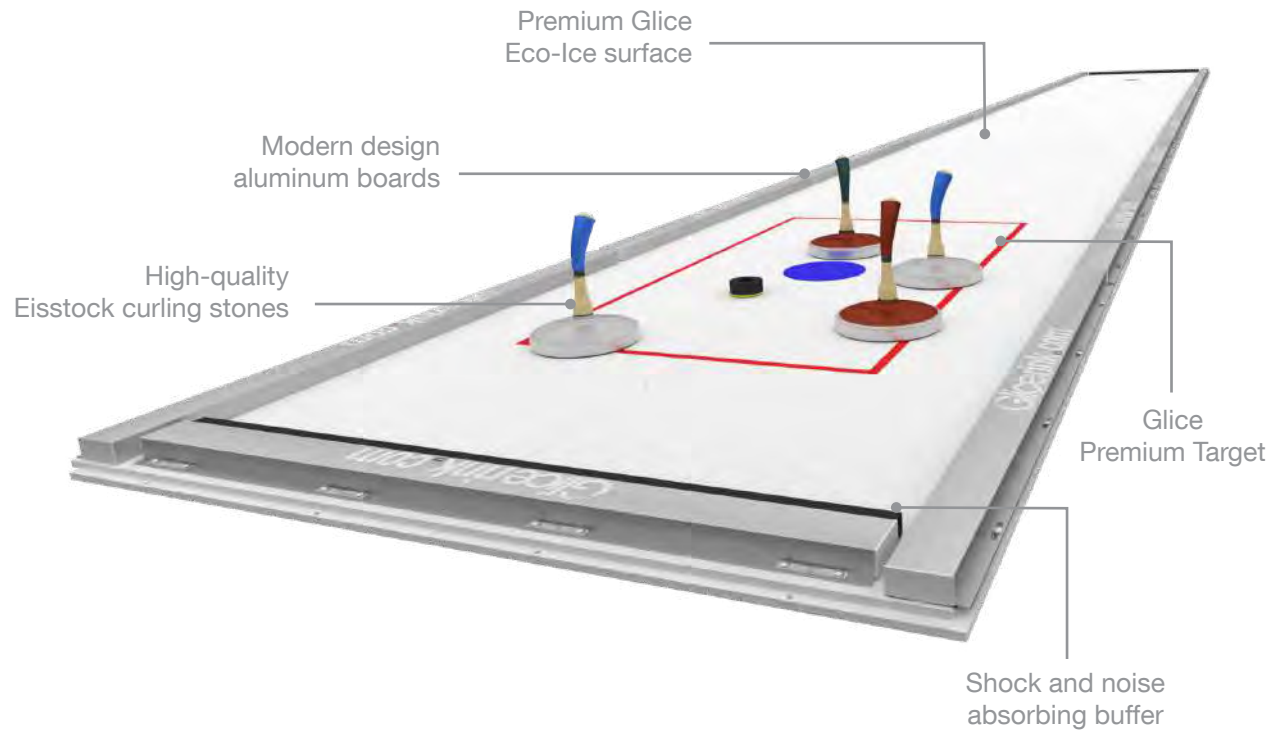
Glice Curling Lane

Perfectly simulates the real Curling game

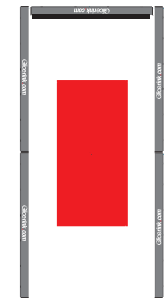


Glice Eisstock Lane

Carefully designed Eisstock lane packages. Three options: Glice White Target, Glice Red Target or Glice Premium Target



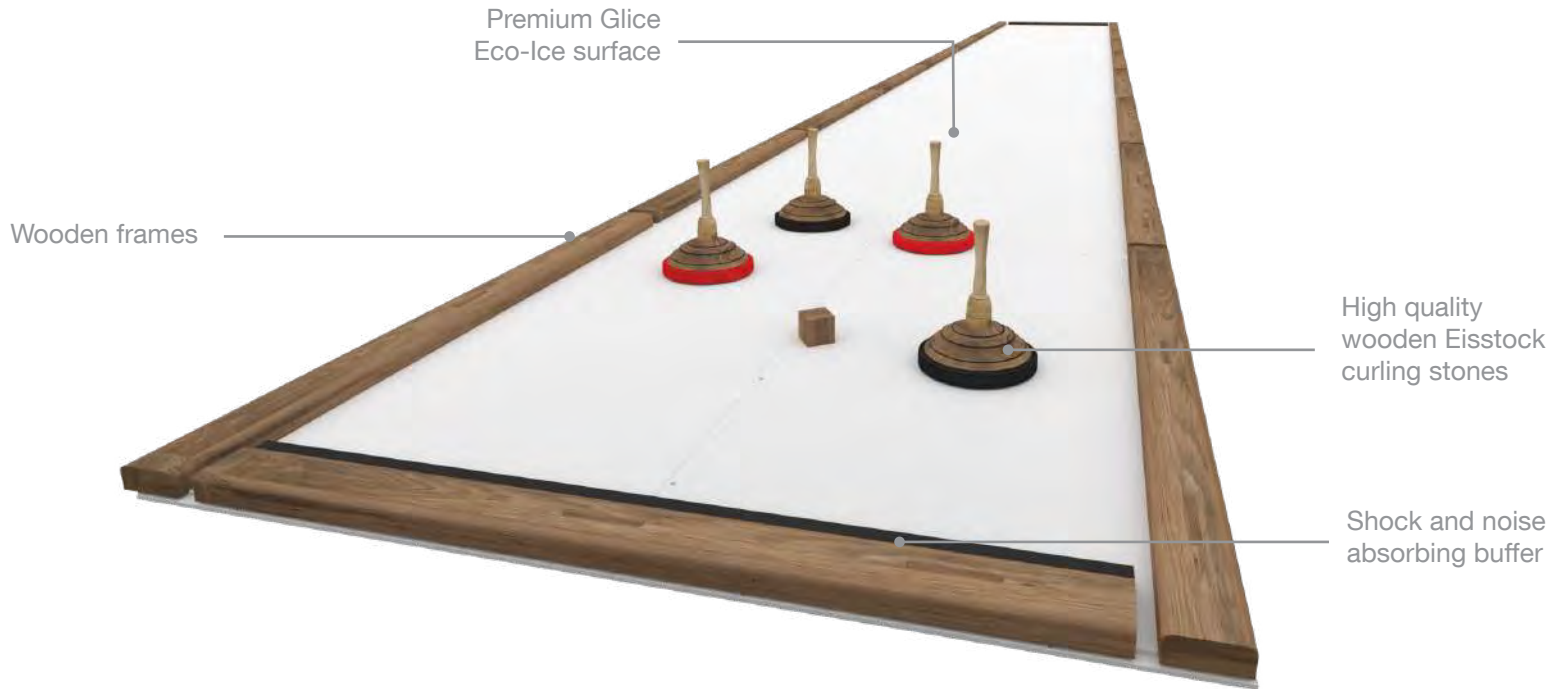
Glice White Target



Glice Red Target

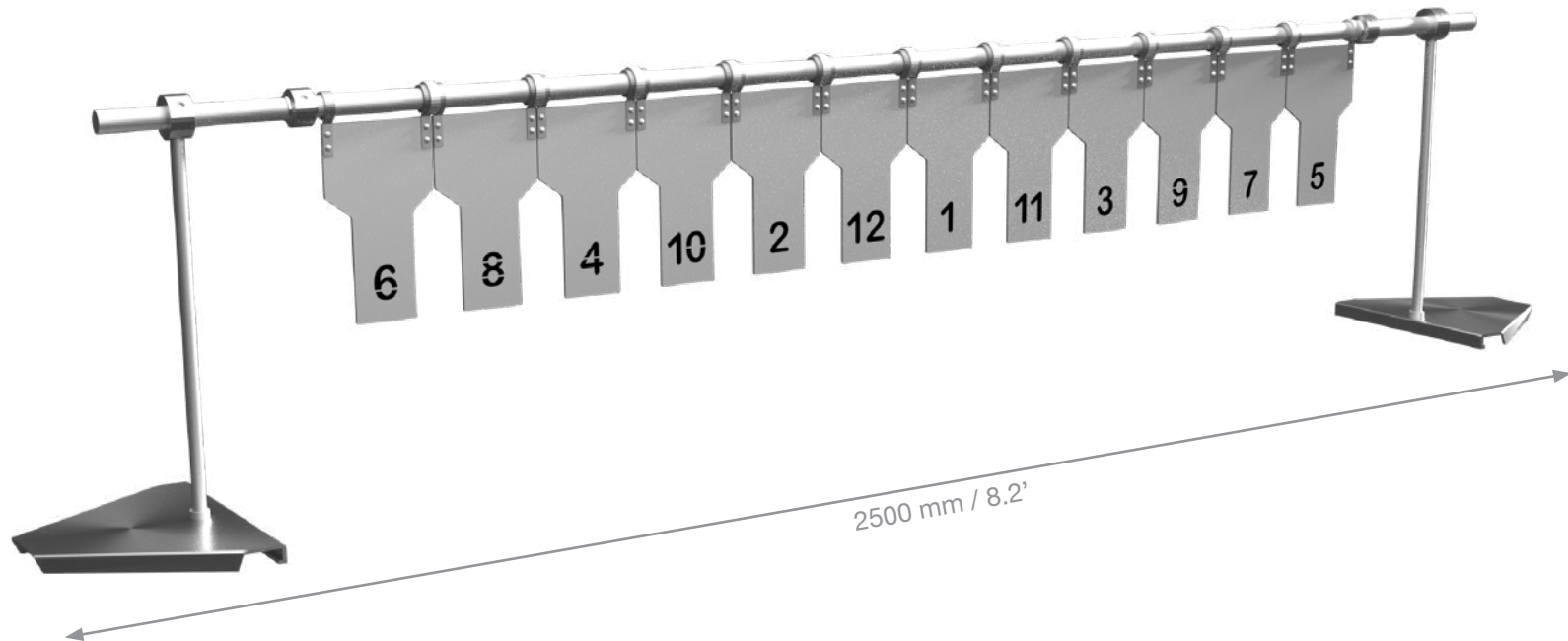
Glice Alpine Eisstock Lane

Wooden frames and wooden Eisstock stones for an authentic and rustic atmosphere at your venue



Lattl Game

Lattlgestell for another fun variation of Eisstock. The numbers on the plates represent the points you score when a curling stone hits them. 12 individual plates / adaptable (you can take out plates)



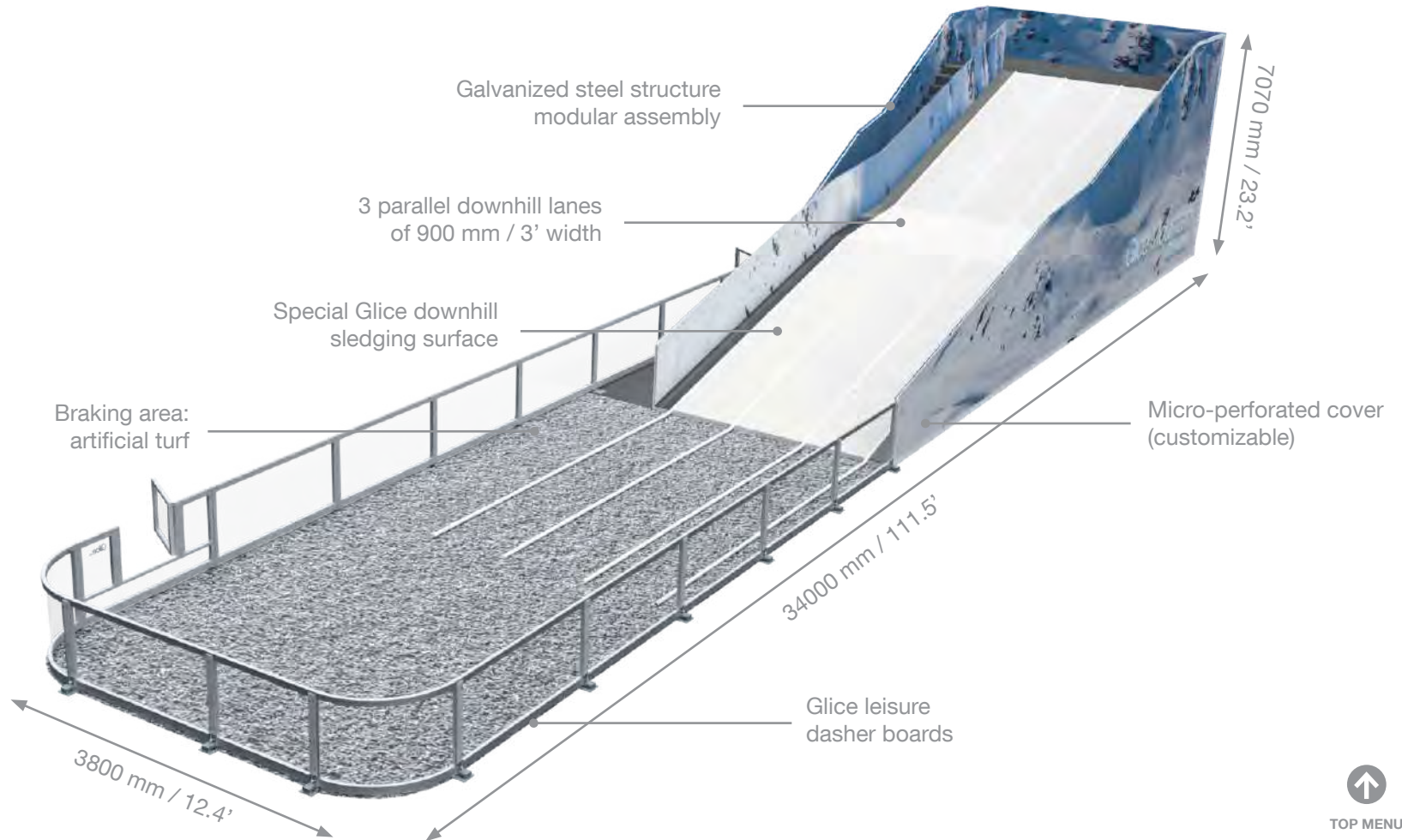
Glice Slapshot Station™

State-of-the-art hockey shooting station with integrated puck speed measure. Available as standard 3x6 m (9.8'x19.6') and light version 3x4 m (9.8'x13').



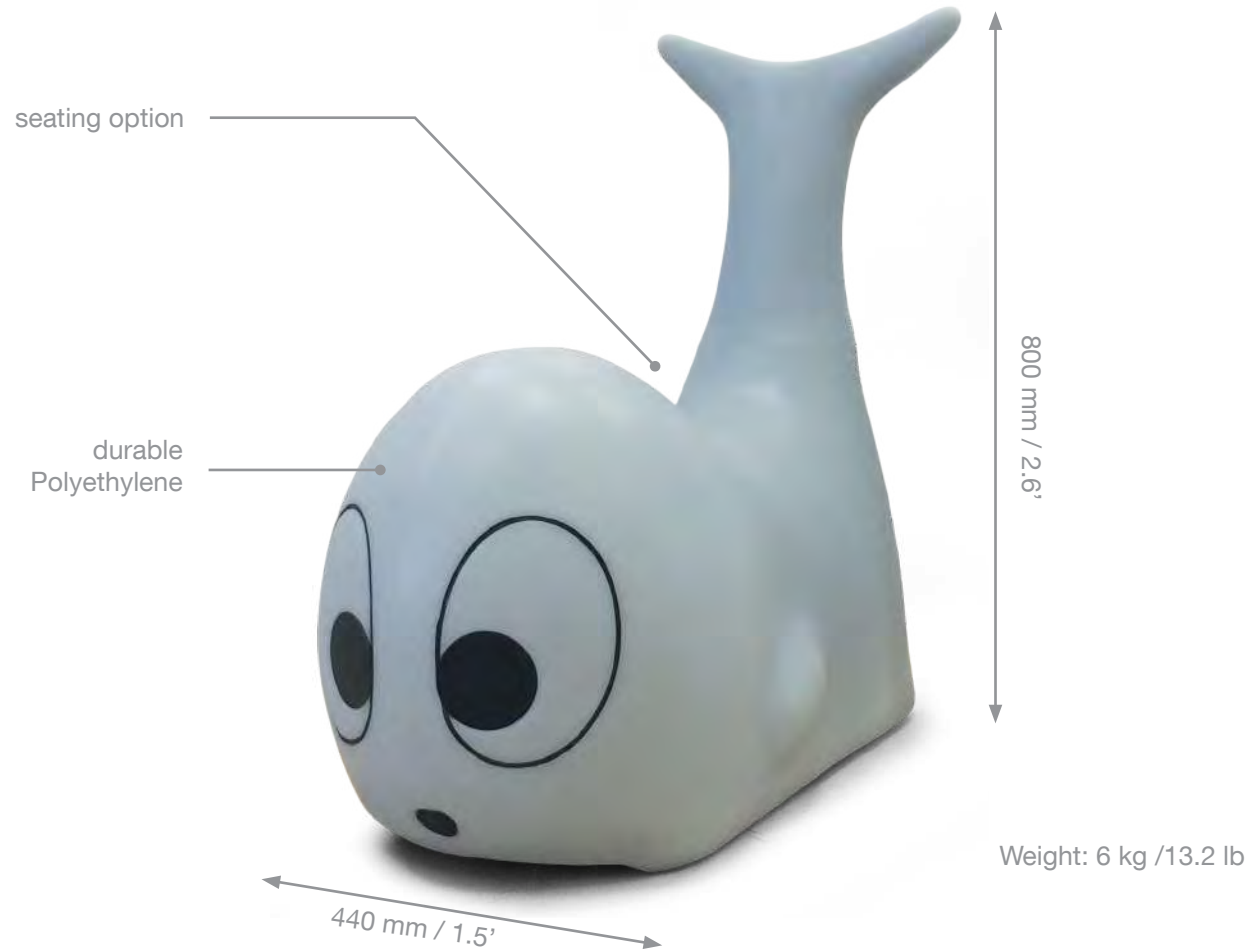
Glice Bob Slide

Great excitement and fun! Emphasis on safety with EU certification. 30 bob sledges included. Installation: 2 Glice supervisors for 2 days + 4 local external workers.



Glice Skating Aid

Your whale friend will help the little ones to learn and enjoy ice skating.



Glice Hockey Goals

High-grade materials for heavy duty usage. Standard hockey goal measures: 1830 x 1220 mm / 6' x 4' Alternative option: Mini Hockey Goals integrated in dasher boards



Professional Hockey Goal
High-stability stainless steel
tubing



Leisure Goal
Iron structure

Glice Eisstock and Curling Stones

Premium Eisstock stones for juniors and adults, available in different colors

Junior Eisstock Stone
1.5 kg / 3.3 lb
incl. stake (target ring)



Wooden Eisstock Stone



Hobby Eisstock Stone
3.7 kg / 8.1 lb

Comfortable leather strap



Round stake (target ring)



Stainless steel body

Summer Glide Plate

Glice Hobby Curling Stones
1 kg / 2.20 lb



Glice Rubber Floor

Protect your skates' blades and the floor! Durable, made of recycled and environmentally friendly rubber.

Easy to place and transportable
roll of 12 x 1.25 m / 39.3' x 4.1'



Weight: 82 kg / 181 lb

Glice Power Washer

Powerful tool for deep cleaning. Makes your Glice surface look fully new again!



Glice Care Solution

Maintenance liquid to protect your Glice® Eco-Ice surface and guarantee its long lifespan.



Glice Supervisor

Rink set up and training package

Services we offer:

- ✓ Supervision of installation and maintenance training*
- ✓ Supervision of disassembly and transport preparations
- ✓ Rink operation training and supervision**
- ✓ Season set up – onsite revision and maintenance training repetition**

* according to the availability of our staff, this service is more likely to be available during low season (January – September)

** Our Glice expert can execute onsite repairs, but for cases which require more specific tools, the repair work has to be done in our installation at the client's expense if the warranty does not apply.



Glice Rink Rules and Maintenance Documents

Exclusive, free access for Glice clients to signs for rink users, and documents for your maintenance staff. Ensure the perfect operation of your rink!



Get started today!

Wherever you are, we will support you to make your project a success!

America

Glice USA

Glice Canada

Glice Argentina

Glice Brazil

Glice Chile

Glice Colombia

Glice Mexico

Glice Peru

Glice Uruguay

Europe

Glice Austria

Glice Baltics

Glice Benelux

Glice Croatia

Glice Czech Republic/Slovakia

Glice France

Glice Germany

Glice Italy

Glice Russia

Glice Spain

Glice Sweden

Glice Switzerland

Glice Turkey

Glice UK

Asia-Pacific

Glice Australia

Glice China

Glice Hong Kong

Glice India

Glice Indonesia

Glice Japan

Glice Malaysia

Glice New Zealand

Glice Singapore

Glice South Korea

Middle East

Glice Iran

Glice Israel

Glice Morocco

Glice South Africa &
Sub-Saharan Africa

Glice Middle East

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USA +1 786 245 53 15

info@glicerink.com

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Glice Operating Procedures

Skate Sharpening

1. In general:
 - a. Keep fingers and loose clothing away from slot on top of sharpener.
 - b. Never start the sharpening process without a skate blade clamped in slot.
2. Put on safety glasses and dust mask
3. Turn on vacuum
4. Turn on Skate Sharpener (rocker switch below power cord)
 - a. Blue light comes on around start button
5. Place Skate blade in slot with skate toe pointing left, clamp blade with lever
6. Press start button, allow once full cycle (two passes of grinding stone)
 - a. If necessary, press the button twice for two passes of grinding stone)
7. Once cycle is complete and stone is safely withdrawn, unclamp blade and remove boot.
8. Deburr the skate blade with flat stone (orange) by placing flat on side of blade:
 - a. Gently run the stone along each side of blade
 - b. Carefully run thumb along each side of blade edge to verify there is no burring.
9. Repeat steps 1 through 8 on the next boot/blade.

Rink Cleaning

1. If there are leaves or debris on rink surface, blow the surface clean with leaf blower.
2. If there is residual dirt on the surface (or after it rains), pressure wash surface.
 - a. If dirt is in the seams between Glice sheets, pressure wash the seam to clear it.
3. Use the Glice Surface Washer over the entire rink surface, row by row.
4. If rain or snow, use a rubber squeegee to push the water/snow to the entry door.
 - a. Water will run off under the Dasherboards.
 - b. Snow should be removed with a plastic shovel.

How to Operate a Glice Rink

Rink Management Basics



Dear Glice Rink operator,

To run a Glice Rink successfully is not rocket science. With this suggestive guide, we outline the essential pillars for an adequate operation.

General suggestion

Every project is different in terms of location, local culture, client needs, skills and economic scope. Therefore, we recommend a flexible set-up of your operating concept.

Opening hours

High traffic venues:

Daily from 11am - 11pm (Friday & Saturday potentially longer)

Low traffic venues:

Friday to Sunday from 2pm - 10pm

Any doubts or questions? Contact your local Glice partner or visit [glice.com](https://www.glice.com)

Factors which may affect opening hours:

Location: at certain venues (e.g. malls) you might need to adjust your opening hours accordingly.

Activate the morning hours for extra income, e.g. by getting bookings from schools and sport clubs.

Senior club members love to play Eisstock in the morning hours.

Night hours may be interesting for disco on Glice with a DJ

Pricing

Entrance	40 minutes	Unlimited
Adult	5-9 \$	7-11 \$
Child	3-6 \$	5-8 \$
Family or small group	-20 %	-20 %
2x1 (50 % discount)	Promotions**	
Schools, birthdays & big groups	Packages with special prices***	
Services		
Sharpening service for people who bring their own skates	5-6 \$	
Skate rental	3-6 \$	
Eisstock (Curling)	5 \$ per person for 30 min****	
Skating aid rental	Free / up to 4 \$	

* after approx. 40 min skaters get tired

** e.g. online promotions, barter deals or during slow hours

*** large discounts for big groups may generate flat income during slow hours

**** price for playing in a dedicated zone of the rink; alternatively, you can install a separate Eisstock track (50 \$ to 100 \$ per hour)

Avoid an empty rink by all means and give free entrance to a few people in this case. Any skater will attract others! Ask for ID as collateral if you don't charge upfront.

Is time control complex? Not at all! Write down a skater's first name and the entry time ("Susan 4:20pm"). When the time is up (plus 5 minutes for skate fitting), the skater is called off the ice.

Staff

	Busy hours	Slow hours
Skate Management & Client Assistance	1-2	1-2
Cashier	1	
Rink Supervisor	1	
Rink Cleaning *	1 (after closing)	1 (after closing)

* e.g. 2200 ft² = 1 Person, approx. 1 hour

Staff with a gift to work with children is very important!

Pay attention to a high hygiene level, especially for the skates (deodorant, disinfectant, clean socks for skaters).

Always have band-aids ready as some skaters will get blistered.

Make sure that the Glice Rink rules are visible and complied with: [Rink Rules for Users](#)

Various

SPONSORING: An excellent way to finance the rink. Reference: \$ 275-650 USD per lineal meter. Sticker printing and installation cost \$ 33-39 USD per 3 lineal feet. Glice Corner flags \$ 1000-2000 (4 flags), print costs \$ 390. Logo sticker on helmet and skates \$ 2000.

SNACKBAR: An easy way to generate extra income. Skaters get thirsty and hungry.

LOCATION'S RENT: Try to negotiate a variable rental contract for your location; e.g. 20 % of the net turnover is a beneficial set-up for you.

MARKETING: An efficient marketing strategy with focus on social media will add income. Make barter deals and offer promotions in cooperation with virtual and real stores: e.g. a local sports store hands out your Glice Rink flyer and posts pictures on social media – in exchange, customers who make purchases of \$ 50+ at the store get 2x1 entry upon showing the receipt at the rink. Use discount promotion platforms (such as Groupon, Letsbuyit, Dailydeal etc.). During slow hours offer 2x1 for an Instagram post.

Any doubts or questions? Contact your local Glice partner or visit glice.com

Glice Rink 1,633 ft² (52'x32')

Supports 30 Simultaneous Skaters

- | | |
|----------------------------|--------------------------|
| 80 Glice panels (.8"/20mm) | 1 Cleaning machine |
| 1 Glice Dasherboards | 1 Skate sharpener |
| 80 Pairs of skates/2 racks | 2 Glice rubber flooring |
| 1 Skate rack | 1 Glice care solution 5L |



Glice™





Worcester County Government
One West Market Street | Room 1103 | Snow Hill MD 21863-1195
(410) 632-1194 | (410) 632-3131 (fax) | admin@co.worcester.md.us | www.co.worcester.md.us

MEMORANDUM

TO: Worcester County Commissioners
FROM: Nicholas W. Rice, Procurement Officer
DATE: March 7, 2023
RE: Request to Bid – EMS Service Monitor

Attached for your review and approval are bid documents for the purchase of a communications service monitor for Emergency Services. Once the Commissioners have had the opportunity to review these documents, it is requested that authorization be provided to solicit bids for this item.

Funding in the amount of \$79,000 for this purchase was approved in the current FY23 operating budget in account 100.1102.044.9010.020, Capital Equipment Public Safety Equipment.

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

**Worcester County Administration
1 West Market Street, Room 1103
Snow Hill, Maryland 21863**



INVITATION FOR BID

PROJECT:	Freedom Communications' R8200 Service Monitor
DEPARTMENT:	_____

VENDOR:

NAME:	_____
ADDRESS:	_____

BID OPENING:

DATE:	Thursday, March 30, 2023
TIME:	2:30 PM

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SECTION I: INTRODUCTION

A. PURPOSE

1. The purpose of this Invitation for Bid Document is for Worcester County (“County”) to purchase a Freedom Communication Technologies R8200 Service Monitor in conformity with the requirements contained herein (“Bid Document(s”).

B. CLARIFICATION OF TERMS

1. Firms or individuals that submit a bid for award of a contract (“Contract”) are referred to as vendors (“Vendors”) in this document. The Vendor that is awarded the Contract is herein referred to as the (“Successful Vendor”).

C. QUESTIONS AND INQUIRES

1. Questions must be addressed in writing to the Worcester County Procurement Officer at nrice@co.worcester.md.us.
2. The last date to submit questions for clarification will be **noon on Tuesday, March 22, 2023**.
3. Addenda are posted on the County website at <https://www.co.worcester.md.us/> under County Info: Bid Board: at <https://www.co.worcester.md.us/commissioners/bids> at least five calendar days before bid opening.
4. It is the Vendors responsibly to make sure all addenda are acknowledged in their bid. Failure to do so could result in the bid being disqualified.

D. FILLING OUT BID DOCUMENTS

1. Use only forms supplied by the County.
2. One unbound original and two bound copies of the bid form and any required attachments must be submitted in the solicitation and can be submitted in the same envelope unless otherwise instructed.
3. Bid Documents should be complied as follows: (1) Cover letter, (2) Form of Bid, (3) References, (4) Exceptions Document and Signed addenda, if necessary (5) Individual Principal Document, (6) Vendor’s Affidavit of Qualification to Bid, and (7) Non-Collusive Affidavit
4. Where so indicated by the make-up of the Bid Documents, sums will be expressed in both words and figures, and in the case of a discrepancy between the two, the amount written in words will govern. In the event there is a discrepancy between the unit price and the extended totals, the unit prices will govern.
5. Any interlineation, alteration, or erasure will be initialed by the signer of the Bid Documents.
6. Each copy of the Bid Documents will be signed by the person(s) legally authorized to bind the Vendor to a contract, using the legal name of the signer. Bid Documents submitted by an agent will have a current Power of Attorney attached certifying the agent’s authority to bind the Vendor.
7. Vendor will supply all information and submittals required by the Bid Documents to constitute a proper and responsible completed Bid Document package.
8. Any ambiguity in the Bid Documents as a result of omission, error, lack of clarity or non-compliance by the Vendor with specifications, instructions, and/or all conditions of bidding will be construed in the light most favorable to the County.

E. SUBMISSION OF BID DOCUMENTS

1. All copies of the Bid Documents and any other documents required to be submitted with the Bid Documents will be enclosed in a sealed envelope. The envelope will be addressed to the Worcester County Commissioners and will be identified with the project name: **EMS SERVICE MONITOR** and the Vendor's name and address. If the Bid Documents are sent by mail, the sealed envelope will be enclosed in a separate mailing envelope with the notation "SEALED BID DOCUMENTS ENCLOSED" on the face thereof.
2. Bids must be mailed or hand carried to the **Worcester County Administration Office, 1 West Market Street, Room 1103, Snow Hill, MD 21863**, in order to be received **prior** to the announced bid deadline. *Bids received after said time or delivered to the wrong location will be returned to the Vendor unopened.*
3. **Bids are due and will be opened at the time listed on the front of this Bid Document.**
4. If you are delivering a bid in person please keep in mind to allow time to get through security and into the Administration Office. It is fully the responsibility of the Vendor to ensure that the bid is received on time.
5. The County will not speculate as to reasonableness of the postmark, nor comment on the apparent failure of a public carrier to have made prompt delivery of the bid.
6. Vendors, or their authorized agents, are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting Bid Documents; failure to do so will be at the Vendor's own risk.
7. A fully executed Affidavit of Qualification to Bid will be attached to each Bid Document.
8. Minority vendors are encouraged to participate.
9. All Vendor submitted Bid Documents will be valid for a minimum of sixty days from the date of Bid Document opening.
10. Electronically mailed bids are **not** considered sealed bids and will **not** be accepted.

F. OPENING OF BIDS

1. Bid Documents received on time will be opened publicly and Vendor's names and total costs will be read aloud for the record.
2. The Contract will be awarded or all Bid Documents will be rejected within sixty days from the date of the Bid Document opening.

G. ACCEPTANCE OR REJECTION OF BIDS

1. Unless otherwise specified, the Contract will be awarded to the most responsible and responsive Vendor complying with the provisions of the Bid Documents, provided the bid does not exceed the funds available, and it is in the best interest of the County to accept it. The County reserves the right to reject the Bid Documents of any Vendor who has previously failed to perform properly in any way or complete on time contracts of a similar nature; or a Bid Document from a Vendor who, investigation shows, is not in a position to perform the Contract; or Bid Documents from any person, firm, or corporation which is in arrears or in default to the County for any debt or contract.
2. Completed Bid Documents from Vendors debarred from doing business with the State of Maryland or the Federal Government will not be accepted.
3. In determining a Vendor's responsibility, the County may consider the following qualifications, in addition to price:

- a. Ability, capacity, and skill to provide the commodities or services required within the specified time, including future maintenance and service, and including current financial statement or other evidence of pecuniary resources and necessary facilities.
 - b. Character, integrity, reputation, experience and efficiency.
 - c. Quality of past performance on previous or existing contracts, including a list of current and past contracts and other evidence of performance ability.
 - d. Previous and existing compliance with laws and ordinances relating to contracts with the County and to the Vendor's employment practices.
 - e. Evidence of adequate insurance to comply with Contract terms and conditions.
 - f. Statement of current work load and capacity to perform/provide the Goods and/or Services.
 - g. Explanation of methods to be used in fulfilling the Contract.
 - h. The Vendor, if requested, will be prepared to supply evidence of its qualifications, listed above, and its capacity to provide/perform the Goods and/or Services; such evidence to be supplied within a specified time and to the satisfaction of the County.
4. In determining a Vendor's responsiveness, the County will consider whether the Bid Document conforms in all material respects to the Bid Documents. The County reserves the right to waive any irregularities that may be in its best interest to do so.
 5. The County will have the right to reject any and all Bid Documents, where applicable to accept in whole or in part, to add or delete quantities, to waive any informalities or irregularities in the Bid Document received, to reject a Bid Document not accompanied by required Bid security or other data required by the Bid Documents, and to accept or reject any Bid Document which deviates from specifications when in the best interest of the County. Irrespective of any of the foregoing, the County will have the right to award the Contract in its own best interests.

H. QUALIFICATIONS

1. The Vendor must be in compliance with the laws regarding conducting business in the State of Maryland.
All Vendors shall provide a copy Certificate of Status from the Maryland Department of Assessments and Taxation, evidencing the Vendor is in good standing with the State of Maryland. See https://sdatcert1.resiusa.org/certificate_net/ for information on obtaining the Certificate of Status. *Certificates of status are not available for trade names, name reservations, government agencies, sole proprietorships, and some other accounts as these are not legal entities and thus are not required for these categories of Vendors.* For more information on the Certificate of Status please see <http://www.dat.state.md.us/sdatweb/COSinfo.html> .
2. Worcester County reserves the right, at its sole discretion, to extend the date this documentation must be provided. The Vendor's inability to provide this documentation could result in the bid being rejected.

I. DESCRIPTIVE LITERATURE

1. The proposed descriptive literature fully describing the product bid is what is intended to be included as the price. Failure to do so may be cause for rejection of the bid.
2. Any items, systems or devices supplied in this bid that are proprietary in nature relative to maintenance, repair, servicing or updating must be disclosed on the bid form.

J. NOTICE TO VENDORS

1. Before a Vendor submits the Bid Documents it will need to become fully informed as to the extent and character of the Goods and/or Services required and are expected to completely familiarize themselves with the requirements of this Bid Document's specifications. Failure to do so will not relieve the Vendor of the responsibility to fully perform in accordance therewith. No consideration will be granted for any alleged misunderstanding of the material to be furnished or the Services to be performed, it being understood that the submission of a Bid Document is an agreement with all of the items and conditions referred to herein.

K. PIGGYBACKING

1. Worcester County may authorize, upon request, any governmental entity (hereafter Authorized User) within the County to purchase items under the contract awarded pursuant to this bid solicitation.
2. All purchase orders issued against the contract by an authorized User shall be honored by the Successful Vendor in accordance with all terms and conditions of this contract.
3. The issuance of a purchase order by an Authorized User pursuant to this provision shall constitute an express assumption of all contractual obligations, covenants, conditions and terms of the contract. A breach of the contract by any particular Authorized User shall neither constitute nor be deemed a breach of the contract as a whole which shall remain in full force and effect, and shall not affect the validity of the contract nor the obligations of the Successful Vendor thereunder respecting the County.
4. The County specifically and expressly disclaims any and all liability for any breach by an Authorized User other than the County and each such Authorized User and Successful Vendor guarantee to save the County, its officers, agents and employees harmless from any liability that may be or is imposed by the Authorized User's failure to perform in accordance with its obligations under the contract.

END OF SECTION

SECTION II: GENERAL INFORMATION**A. ECONOMY OF BID**

1. Bid Documents will be prepared simply and economically, providing straightforward and concise description of the Vendor's capabilities to satisfy the requirements of the Bid Documents. Emphasis should be on completeness and clarity of content. Elaborate brochures and other representations beyond that sufficient to present a complete and effective Bid Document are neither required nor desired.

B. PUBLIC INFORMATION ACT (PIA)

1. Worcester County is subject to the Maryland Public Information Act and may be required to release bid submissions in accordance with the Act.
2. Any materials the Vendor deems to be proprietary or copyrighted must be marked as such; however, the material may still be subject to analysis under the Maryland Public Information Act.
 - a. The Vendor may invoke proprietary information or trade secret protection for submission of any data/material by (1) identifying the data/material in a written description, (2) clearly marking the data/material as proprietary, and (3) providing a written statement detailing the reasons why protection is necessary. The County reserves the right to ask for additional clarification prior to establishing protection.

C. CONTRACT AWARD

1. A written award by the County to the Successful Vendor in the form of a Purchase Order or other contract document will result in a binding Contract without further action by either party. If the Successful Vendor fails or refuses to sign and deliver the Contract and the required insurance documentation, the County will have the right to award to the next responsible and responsive Vendor. Contract will be executed by the Successful Vendor within fourteen calendar days of receipt of the Contract.
2. Bid Documents and Contracts issued by the County will bind the Vendor to applicable conditions and requirements herein set forth, unless otherwise specified in the Bid Documents, and are subject to all federal, state, and municipal laws, rules, regulations, and limitations.
3. County personal property taxes ("Taxes") must be on a current basis; if any such Taxes are delinquent, they must be paid before award of Contract. Failure to pay will result in the award of Contract to another Vendor.
4. The County reserves the right to engage in individual discussions and interviews with those Vendors deemed fully qualified, responsible, suitable and professionally competent to provide the required Goods and/or Services should the project size warrant it. Vendors will be encouraged to elaborate on their qualifications, performance data, and staff expertise.

D. AUDIT

1. The Successful Vendor agrees to retain all books, records, and other documents relative to the awarded Contract for five years after final payment, or until audited. The County, its authorized agents, and/or State auditors will have full access to and the right to examine any of said materials during said period.

E. NONPERFORMANCE

1. The County reserves the right to inspect all operations and to withhold payment for any goods not performed or not performed in accordance with the specifications in this Bid Document. Errors, omissions or mistakes in performance will be corrected at no cost to the County. Failure to do so

will be cause for withholding of payment for that Goods and/or Services. In addition, if deficiencies are not corrected in a timely manner, the County may characterize the Successful Vendor as uncooperative, which may jeopardize future project order solicitations.

F. MODIFICATION OR WITHDRAWAL OF BID

1. A Bid Document may not be modified, withdrawn, or cancelled by the Vendor during the stipulated time period following the time and date designated for the receipt of Bid Documents, and each Vendor so agrees in submitting Bid Documents.

G. DEFAULT

1. The Contract may be cancelled or annulled by the County in whole or in part by written notice of default to the Successful Vendor upon non-performance, violation of Contract terms, delivery failure, bankruptcy or insolvency, any violation of state or local laws, or the making of an assignment for the benefit of creditors. An award may then be made to the next most highly rated Vendor, or when time is of the essence, similar commodities and/or service may be purchased on the open market. In either event, the defaulting Vendor (or his surety) will be liable to the County for cost to the County in excess of the defaulted Contract price.
2. If a representative or warranty of either Party to the Contract is false or misleading in any material respect, or if either Party breaches a material provision of the Contract (“Cause”), the non-breaching Party will give the other Party written notice of such cause. If such Cause is not remedied within fifteen calendar days (“Cure Period”) after receipt of such notice, (unless, with respect to those Causes which cannot be reasonably corrected or remedied within the Cure Period, the breaching Party will have commenced to correct or remedy the same within such Cure Period and thereafter will proceed with all due diligence to correct or remedy the same), the Party giving notice will have the right to terminate this Contract upon the expiration of the Cure Period.

H. COLLUSION/FINANCIAL BENEFIT

1. The Vendor certifies that his/her Bid is made without any previous understanding, agreement, or connection with any person, firm, or corporation making a Bid Document for the same project; without prior knowledge of competitive prices; and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action.
2. Upon signing the Bid Document, Vendor certifies that no member of the governing body of the County, or members of his/her immediate family, including spouse, parents or children, or any other officer or employee of the County, or any member or employee of a Commission, Board, or Corporation controlled or appointed by the County Commissioners has received or has been promised, directly or indirectly, any financial benefit, related to this Bid Document and subsequent Contract.

I. TAX EXEMPTION

1. In buying products directly from a Vendor, Worcester County is exempt from being *directly* charged Federal excise and Maryland sales tax. A copy of an exemption certificate shall be furnished upon request.
2. According to the Office of the Comptroller of Maryland, a *Contractor is responsible for paying sales tax* on his/her purchases relating to any projects or services and should incorporate it into their bid.
3. Successful Vendors **cannot** use the County tax exemption to buy materials or products used on County projects.

J. CONTRACT CHANGES

1. No claims may be made by anyone that the scope of the project or that the Vendor's Goods and/or Services have been changed (requiring changes to the amount of compensation to the Vendor or other adjustments to the Contract) unless such changes or adjustments have been made by an approved written amendment (Change Order) to the Contract signed by the Chief Administrative Officer (and the County Commissioners, if required), prior to additional Goods and/or Services being initiated. Extra Goods and/or Services performed without prior, approved, written authority will be considered as unauthorized and at the expense of the Vendor. Payment will not be made by the County.
2. No oral conversations, agreements, discussions, or suggestions, which involve changes to the scope of the Contract, made by anyone including any County employee, will be honored or valid. No written agreements or changes to the scope of the Contract made by anyone other than the Procurement Officer (with the Chief Administrative Officer and/or County Commissioners approval, if required) will be honored or valid.
3. If any Change Order in the Goods and/or Services results in a reduction in the Goods and/or Services, the Vendor will neither have, nor assert any claim for, nor be entitled to any additional compensation for damages or for loss of anticipated profits on Goods and/or Services that are eliminated.

K. ADDENDUM

1. No oral statements of any person will modify or otherwise affect or interpret the meaning of the Contract specifications, or the terms, conditions, or other portions of the Contract. All modifications and every request for any interpretation must be addressed to Worcester County's Procurement Officer and to be given consideration, must be received no later than the last day for questions listed in Section I, Subsection C.2.
2. Any and all interpretations, corrections, revisions, and amendments will be issued by the Procurement Officer to all holders of Bid Documents in the form of written addenda. Vendors are cautioned that any oral statements made by any County employee that materially change any portion of the Bid Documents cannot be relied upon unless subsequently ratified by a formal written amendment to the Bid Document.
3. All addenda will be issued so as to be received at least five days prior to the time set for receipt of Bid Documents, and will become part of the Contract and will be acknowledged in the Bid Document form. Failure of any Vendor to receive any such addenda will not relieve said Vendor from any obligation under the Bid Document as submitted.
4. Vendors are cautioned to refrain from including in their Bid Document any substitutions which are not confirmed by written addenda. To find out whether the County intends to issue an amendment reflecting an oral statement made by any employee, contact Worcester County's Procurement Officer during normal business hours.
5. The Worcester County Procurement Officer reserves the right to postpone the Bid Document opening for any major changes occurring in the five-day interim which would otherwise necessitate an Addendum.

L. EXCEPTIONS/ SUBSTITUTIONS

1. Any exceptions or substitutions to the specifications requested should be marked on the bid form and listed on a separate sheet of paper attached to the bid.
2. An exception to the specifications may disqualify the bid. The County will determine if the exception is an essential deviation or a minor item.

3. In the case of a minor deviation, the County maintains the option to award to that Vendor if it determines the performance is not adversely affected by the exception.

M. APPROVED EQUALS

1. In all specifications where a material or article is defined by describing a proprietary product or by using the name of a Vendor or manufacturer, it can be assumed that an approved equal can be substituted.
2. The use of a named product is an attempt to set a particular standard of quality and type that is familiar to the County. Such references are not intended to be restrictive.
3. However, the County shall decide if a product does in fact meet or exceed the quality of the specifications listed in the solicitation. It shall be the responsibility of the Vendor that claims his product is an equal to provide documentation to support such a claim.

N. DELIVERY

1. All items shall be delivered F.O.B. destination and delivery costs and charges included in the bid unless otherwise stated in the specifications or bid form.

O. INSURANCE

1. If required by the General Conditions or Terms and Conditions, the Successful Vendor shall provide the County with Certificates of Insurance within ten calendar days of bid award notification evidencing the required coverage.
2. Successful Vendor must provide Certificates of Insurance before commencing work in connection with the Contract.

P. BID EVALUATION

1. Bid tabulations will be posted on the County website at <https://www.co.worcester.md.us/commissioners/bids>. Click on the Expired Bids & Results tab and find the bid tabulation for the bid you are interested in. Bid tabulations will be posted as soon as reasonably possible after the Bid opening.

END OF SECTION

SECTION III: BID SPECIFICATIONS**A. SCOPE**

1. The County is seeking bids from qualified Vendors to purchase a Freedom Communications Technologies R8200 Service Monitor in accordance with the terms and conditions and specifications set forth in this solicitation.

B. CONTRACT PRICING

1. Pricing must include all labor, materials, tools, and equipment to perform Work.
2. Pricing must include of shipping and delivery charges.

C. SUMMARY

1. One (1) Freedom Communications Technologies R8200 Communications Service Monitor - Including R8-ESA, R8-TG, R8- REMOTE, R8-PAT, R8-GEN_EXT and VNA. With the following features and options provided and enabled:
 - a. APCO Project 25 Phase 1
 - b. APCO Project 25 Phase 1 Trunking
 - c. APCO Project 25 Phase 2
 - d. P25 Vocoder
 - e. AutoTune for Motorola APX 1000, 2000, 4000, 6000, & 7000 Series Mobile & Portable Radios
 - f. AutoTune for Motorola APX 8000/8500 Series Mobile & Portable Radios
 - g. Break-out Box for Motorola APX & XTL Series Mobile Radios
 - h. 3GHz Operation
 - i. Protective Glove Case
 - j. Soft Carrying Case
 - k. Auto-Tune for Kenwood / EF Johnson Radios
 1. AutoTune for Harris XG-75/P7300/M7300 Series Mobiles and Portables
 - m. AutoTune for Harris XL200 Radios
 - n. Accessory Kit for Harris XG-75 Series & P7300 Portables - Including TTL232RG-VSW3V3-WE_M, 19B801496G2, CA-023407-002, BT-023406-015 and MATQ-03424
 - o. Accessory Kit for Harris XG-75M & M7300 Mobiles - Including 202161-02, MC-101616-041_M, 14002-0174-7, BCM676 and MXT100
 - p. PRICED FOR OPTIONAL PURCHASE: Drive Test Software Package (STI Field Test 7)
 - q. PRICED FOR OPTIONAL PURCHASE: 5-Year Service Plan

D. PAYMENT

1. The County will make payment(s) to the Successful Vendor within thirty calendar days from the receipt of a proper invoice for delivered and accepted items.

E. QUESTIONS

1. The last day for questions is listed under Section I, Subsection C.2.

F. AWARD

1. The County intends to award to the lowest Responsive and Responsible Vendor meeting the specifications.

END OF SECTION

THIS AND PREVIOUS SECTIONS, OTHER THAN THE COVER PAGE, DO NOT NEED TO BE RETURNED WITH SUBMITTAL

FORM OF BID

To whom it may concern:

We hereby submit our Bid Documents for “COMMUNICATIONS SERVICE MONITOR” as indicated in the Bid Documents. Having carefully examined the Bid Documents and having received clarification on all items of conflict or upon which any doubt arose, the undersigned hereby requests consideration of our Vendor for award of the referenced Bid.

ITEM	DESCRIPTION	QTY	UNIT PRICE	EXTENDED PRICE
1	Freedom Communications Technologies R8200 Communications Service Monitor (as specified in the bid specifications above)	1		
2	Protective Glove Case	1		
3	Soft Carrying Case	1		
4	Accessory Kit for Harris XG-75 Series & P7300 Portables - Including TTL232RG-VSW3V3-WE_M, 19B801496G2, CA-023407-002, BT-023406-015 and MATQ-03424	1		
5	Accessory Kit for Harris XG-75M & M7300 Mobiles - Including 202161-02, MC-101616-041 M, 14002-0174-7, BCM676 and MXT100	1		
6	OPTIONAL PURCHASE: Drive Test Software Package (STI Field Test 7)	1		
7	OPTIONAL PURCHASE: 5-Year Service Plan	1		
TOTAL				

Vendor agrees to deliver within 30 calendar days of Notice to Proceed. (Yes)____ (No) _____ Check One.

The Vendor agrees that their bid will be good for at least sixty days unless otherwise indicated in the bid specifications.

Note: This bid form must be signed by an officer of your company or an authorized agent for this bid to be considered valid by the county.

Sign for Identification

Printed Name

Title

Email

REFERENCES

List three references for which the Vendor has provided Goods/Services similar to those requested in the Bid Document within the last 12-36 months. Include contact name, address, telephone number, email address and services provided.

Company Name:		Company Name:	
Type of Project:		Type of Project:	
Address:		Address:	
Town, State, Zip Code:		Town, State, Zip Code:	
Contact Person:		Contact Person:	
Telephone Number:		Telephone Number:	
Email:		Email:	
Date of Service:		Date of Service:	
Company Name:			
Type of Project:			
Address:			
Town, State, Zip Code:			
Contact Person:			
Telephone Number:			
Email:			
Date of Service:			

Sign for Identification

Printed Name

EXCEPTIONS

The undersigned hereby certifies that, except as listed below, or on separate sheets attached hereto, the enclosed Completed Bid Document covers all items as specified.

EXCEPTIONS:

(If none, write none) _____

How did you hear about this solicitation?

- Worcester County's Website
- eMaryland Marketplace Advantage (eMMA)
- Newspaper Advertisement
- Direct email
- Other _____

The vendor hereby acknowledges receipt of the following addenda.

<u>Number</u>	<u>Date</u>	<u>Initials</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

Sign for Identification

Printed Name

INDIVIDUAL PRINCIPAL

Vendor Name: _____
Signed By: _____ In the presence of: _____
Address of Vendor: _____ Town, State, Zip _____
Telephone No.: _____ Fax: _____ Email: _____

CO-PARTNERSHIP PRINCIPAL

Name of Co-Partnership: _____
Address: _____ Town, State, Zip _____
Telephone No.: _____ Fax: _____
Signed By: _____ In the presence of: _____
Partner Witness
Signed By: _____ In the presence of: _____
Partner Witness
Signed By: _____ In the presence of: _____
Partner Witness

CORPORATE PRINCIPAL

Name of Corporation: _____
Address: _____ Town, State, Zip _____
Telephone No.: _____ Fax: _____
Signed By: _____ In the presence of: _____
President Witness
Attest: _____
Corporate Secretary

Affix Corporate Seal

VENDOR’S AFFIDAVIT OF QUALIFICATION TO BID

I HEREBY AFFIRM THAT:

I, _____ am the _____
(Printed Name) (title)
and the duly authorized representative of the Vendor of
_____ whose address is
(name of corporation)

_____ and that I possess the legal authority to make this affidavit on behalf of myself and the Vendor for which I am acting.

Except as described in paragraph 3 below, neither I nor the above Vendor, nor to the best of my knowledge and of its officers, directors or partners, or any of its employees directly involved in obtaining contracts with the State or any county, bi-county or multi-county agency, or subdivision of the State have been convicted of, or have pleaded nolo-contendere to a charge of, or have during the course of an official investigation or other proceeding admitted in writing or under oath acts or omissions which constitute, bribery, attempted bribery, or conspiracy to bribe under the provisions of Article 27 of the Annotated Code of Maryland or under the laws of any state or federal government (conduct prior to July 1, 1977 is not required to be reported).

(State “none” or, as appropriate, list any conviction, plea or admission described in paragraph 2 above, with the date, court, official or administrative body, the individuals involved and their position with the Vendor, and the sentence or disposition, if any.)

I acknowledge that this affidavit is to be furnished to the County, I acknowledge that, if the representations set forth in this affidavit are not true and correct, the County may terminate any Contract awarded and take any other appropriate action. I further acknowledge that I am executing this affidavit in compliance with section 16D of Article 78A of the Annotated Code of Maryland, which provides that certain persons who have been convicted of or have admitted to bribery, attempted bribery or conspiracy to bribe may be disqualified, either by operation of law or after a hearing, from entering into contracts with the State or any of its agencies or subdivisions.

I do solemnly declare and affirm under the penalties of perjury that the contents of this affidavit are true and correct.

Sign for Identification

Printed Name

NON-COLLUSIVE AFFIDAVIT

_____ being first duly sworn,
deposes and says that:

1. He/she is the _____, (Owner, Partner, Officer, Representative or Agent) of _____, the Vendor that has submitted the attached Bid Documents;
2. He/she is fully informed respecting the preparation and contents of the attached Bid Document and of all pertinent circumstances respecting such Bid Documents;
3. Such Bid Document is genuine and is not a collusive or sham Bid Document;
4. Neither the said Vendor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Vendor, firm, or person to submit a collusive or sham Bid Document in connection with the Work for which the attached Bid Document has been submitted; or to refrain from bidding in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Vendor, firm, or person to fix the price or prices in the attached Bid Document or of any other Vendor, or to fix any overhead, profit, or cost elements on the Bid Document price or the Bid Document price of any other Vendor, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any disadvantage against (Recipient), or any person interested in the Work;
5. The price or prices quoted in the attached Bid Document are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Vendor or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

Signed, sealed and delivered in the presence of:

Witness

Witness

By: _____
Signature

Printed Name

Title

EXHIBIT A

WORCESTER COUNTY MARYLAND
STANDARD TERMS AND CONDITIONS

The provisions below are applicable to all Worcester County (“County”) contracts. These provisions are not a complete agreement. These provisions must be attached to an executed document that identifies the work to be performed, compensation, term, incorporated attachments, and any special conditions (“Contract”). If the Standard Terms and any other part of the Contract conflict, then the Standard Terms will prevail.

1. **Amendment.** Amendments to the Contract must be in writing and signed by the parties.
2. **Bankruptcy.** If a bankruptcy proceeding by or against the Contractor is filed, then:
 - a. The Contractor must notify the County immediately; and
 - b. The County may cancel the Contract or affirm the Contract and hold the Contractor responsible for damages.
3. **Compliance with Law.** Contractor must comply with all applicable federal, state, and local law. Contractor is qualified to do business in the State of Maryland. Contractor must obtain, at its expense, all licenses, permits, insurance, and governmental approvals needed to perform its obligations under the Contract.
4. **Contingent Fee Prohibition.** The Contractor has not directed anyone, other than its employee or agent, to solicit the Contract and it has not promised to pay anyone a commission, percentage, brokerage fee, contingent fee, or other consideration contingent on the making of the Contract.
5. **Counterparts and Signature.** The Contract may be executed in several counterparts, each of which may be an original and all of which will be the same instrument. The Contract may be signed in writing or by electronic signature, including by email. An electronic signature, a facsimile copy, or computer image of the Contract will have the same effect as an original signed copy.
6. **Exclusive Jurisdiction.** All legal proceedings related to this Contract must be exclusively filed, tried, and maintained in either the District Court of Maryland for Worcester County, Maryland or the Circuit Court of Worcester County, Maryland. The parties expressly waive any right to remove the matter to any other state or federal venue and waive any right to a jury trial.
7. **Force Majeure.** The parties are not responsible for delay or default caused by fire, riot, acts of God, County-declaration-of-emergency, or war beyond their reasonable control. The parties must make all reasonable efforts to eliminate a cause of delay or default and must, upon cessation, diligently pursue their obligations under the Contract.
8. **Governing Law.** The Contract is governed by the laws of Maryland and the County.
9. **Indemnification.** The Contractor must indemnify the County and its agents from all liability, penalties, costs, damages, or claims (including attorney’s fees) resulting from personal injury, death, or damage to property that arises from or is connected to the performance of the work or failure to perform its obligations under the Contract. All indemnification provisions will survive the expiration or termination of the Contract.

10. Independent Contractor.

- a. Contractor is an “Independent Contractor”, not an employee. Although the County may determine the delivery schedule for the work and evaluate the quality of the work, the County will not control the means or manner of the Contractor’s performance.
- b. Contractor is responsible for all applicable taxes on any compensation paid under the Contract. Contractor is not eligible for any federal Social Security, unemployment insurance, or workers’ compensation benefits under the Contract.
- c. Contractor must immediately provide the County notice of any claim made against Contractor by any third party.

11. Insurance Requirements.

- a. Contractor must have Commercial General Liability Insurance in the amounts listed below. The insurance must include coverage for personal injury, discrimination, and civil rights violation claims. All insurance must name County, its employees, and agents as “ADDITIONAL INSURED”. A copy of the certificate of insurance must be filed with the County before the Contract is executed, providing coverage in the amount of \$1,000,000 per occurrence, \$2,000,000 general aggregate, and \$500,000 for property damage.
- b. Contractor must have automobile insurance on all vehicles used in the Contract to protect Contractor against claims for damages resulting from bodily injury, including wrongful death, and property damage that may arise from the operations in connection with the Contract. All insurance must name County, its employees, and agents as “ADDITIONAL INSURED”.
- c. Contractor must provide the County with a certification of Workers’ Compensation Insurance, with employer’s liability in the minimum amount required by Maryland law in effect for each year of the Contract.
- d. All insurance policies must have a minimum 30 days’ notice of cancellation. The County must be notified immediately upon cancellation.
- e. When insurance coverage is renewed, Contractor must provide new certificates of insurance prior to expiration of current policies.

12. **Nondiscrimination.** Contractor must not discriminate against any worker, employee, or applicant because of religion, race, sex, age, sexual orientation, physical or mental disability, or perceived disability. This provision must be incorporated in all subcontracts related to the Contract.

13. Ownership of Documents; Intellectual Property.

- a. All documents prepared under the Contract must be available to the County upon request and will become the exclusive property of the County upon termination or completion of the services. The County may use the documents without restriction or without additional compensation to the Contractor. The County will be the owner of the documents for the purposes of copyright, patent, or trademark registration.
- b. If the Contractor obtains, uses, or subcontracts for any intellectual property, then it must provide an assignment to the County of ownership or use of the property.
- c. The Contractor must indemnify the County from all claims of infringement related to

the use of any patented design, device, materials, or process, or any trademark or copyright, and must indemnify the County, its officers, agents, and employees with respect to any claim, action, costs, or infringement, for royalties or user fees, arising out of purchase or use of materials, construction, supplies, equipment, or services covered by the Contract.

14. **Payments.** Payments to the Contractor under the Contract will be within 30 days of the County's receipt of a proper invoice from the Contractor. If an invoice remains unpaid 45 days after the invoice was received, interest will accrue at 6% per year.
15. **Records.** Contractor must maintain fiscal records relating to the Contract in accordance with generally accepted accounting principles. All other relevant records must be retained by Contractor and kept accessible for at least three years after final payment, termination of the Contract, or until the conclusion of any audit, controversy, or litigation related to the Contract. All subcontracts must comply with these provisions. County may access all records of the Contractor related to the Contract.
16. **Remedies.**
 - a. **Corrections of errors and omissions.** Contractor must perform work necessary to correct errors and omissions in the services required under the Contract, without undue delays and cost to the County. The County's acceptance will not relieve the Contractor of the responsibility of subsequent corrections of errors.
 - b. **Set-off.** The County may deduct from any amounts payable to the Contractor any back-charges, penalties, or damages sustained by the County, its agents, or employees caused by Contractor's breach. Contractor will not be relieved of liability for any costs caused by a failure to satisfactorily perform the services.
 - c. **Cumulative.** These remedies are cumulative and without waiver of any others.
17. **Responsibility of Contractor.**
 - a. The Contractor must perform the services with the standard of care, skill, and diligence normally provided by a Contractor in the performance of services similar the services.
 - b. Notwithstanding any review, approval, acceptance, or payment for the services by the County, the Contractor will be responsible for the accuracy of any work, design, drawings, specifications, and materials furnished by the Contractor under the Contract.
 - c. If the Contractor fails to conform with subparagraph (a) above, then it must, if required by the County, perform at its own expense any service necessary for the correction of any deficiencies or damages resulting from the Contractor's failure. This obligation is in addition to any other remedy available to the County.
18. **Severability/Waiver.** If a court finds any term of the Contract to be invalid, the validity of the remaining terms will not be affected. The failure of either party to enforce any term of the Contract is not a waiver by that party.
19. **Subcontracting or Assignment.** The Contractor may not subcontract or assign any part of the Contract without the prior written consent of the County. The County may withhold consent for any reason the County deems appropriate.

20. **Termination.** If the Contractor violates any provision of the Contract, the County may terminate the Contract by written notice. All finished or unfinished work provided by the Contractor will, at the County's option, become the County's property. The County will pay the Contractor fair compensation for satisfactory performance that occurred before termination less the amount of damages caused by the Contractor's breach. If the damages are more than the compensation payable to the Contractor, the Contractor will remain liable after termination and the County can affirmatively collect damages.
21. **Termination of Contract for Convenience.** Upon written notice, the County may terminate the Contract when the County determines termination is in the County's best interest. Termination for convenience is effective on the date specified in the County's written notice. The County will pay for reasonable costs allocable to the Contract for costs incurred by the Contractor up to the date of termination. But the Contractor will not be reimbursed for any anticipatory profits that have not been earned before termination.
22. **Termination of Multi-year Contract.** If funds are not available for any fiscal period of the Contract after the first fiscal period, then the Contract will be terminated automatically as of the beginning of unfunded fiscal period. Termination will discharge the Contractor and the County from future performance of the Contract, but not from their rights and obligations existing at the time of termination.
23. **Third Party Beneficiaries.** The County and Contractor are the only parties to the Contract and are the only parties entitled to enforce its terms. Nothing in the Contract gives any benefit or right to third persons unless individually identified by name and expressly described as intended beneficiaries of the Contract.
24. **Use of County Facilities.** Contractor may only County facilities that are needed to perform the Contract. County has no responsibility for the loss or damage to Contractor's personal property which may be stored on County property.
25. **Whole Contract.** The Contract, the Standard Terms, and attachments are the complete agreement between the parties and supersede all earlier agreements, proposals, or other communications between the parties relating to the subject matter of the Contract.

TEL: 410-632-5623
 FAX: 410-632-1753
 WEB: co.worcester.md.us



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

DALLAS BAKER JR., P.E.
 DIRECTOR

CHRISTOPHER CLASING, P.E.
 DEPUTY DIRECTOR

TO: Weston Young P.E., Chief Administrative Officer
 Candace Savage, CGFM, Deputy Chief Administration Officer
FROM: Dallas Baker Jr., P.E., Director *Dallas Baker Jr*
DATE: February 27, 2023
SUBJECT: Mystic Harbour Service Area Capital Purchase


Public Works is requesting Commissioner approval to purchase nine replacement membrane modules and O-ring seals for the Mystic Harbour Wastewater Treatment Plant. The total cost for nine replacement membrane modules and seals is \$27,916.28 (see attached quotation documents). The FY 23 budget included \$30,000 in the Water and Wastewater Capital Equipment account, # 545.9010.090. This is a sole source item and must be purchased from Suez due to the interfacing requirements with the existing treatment plant infrastructure.

Membrane modules are essential in filtering solids and contaminants out of the wastewater during the treatment process. The new membrane modules will replace existing modules that are broken and past their useful life. If the membranes are not replaced the treatment plant will not be able to meet it's permit limits and the Maryland Department of the Environment may issues fines or take other enforcement actions against the County.

Please let me know if there are any questions.

Attachments

CC: Chris Clasing, P.E., Deputy Director
 Tony Fascelli, Water & Wastewater Superintendent

		ZENON ENVIRONMENTAL CORPORATION 3239 DUNDAS STREET WEST OAKVILLE, ON L6M 4B2 PHONE: 1-866-439-2837 FAX: 866-891-4893 (ORDER PLACEMENT)		Quotation		
Quote Date		Quotation Exp. Date		Suez WTS Quote		
27JAN2023		26FEB2023		20567756		
Sales Org.		Sales Representative / Contact		Reference		
B493		Marylyn Mullin				
Sold To: 1000120147 WORCESTER CO. WATER & WASTEWATER 1000 SHORE LANE BERLIN MD 21811 UNITED STATES			Ship To: 4000147940 WORCESTER CO. WATER & WASTEWATER 1000 SHORE LANE BERLIN MD 21811 UNITED STATES			
Bill To: 0000476958 WORCESTER CO. WATER & WASTEWATER ATTN : ACCOUNTS PAYABLE 1000 SHORE LANE BERLIN MD 21811 UNITED STATES			Payment Terms Net 30 Days from Date of Receipt of Invoice			
			Inco Terms DDP Plant site			
Currency: U.S. Dollar			Freight: Freight Prepaid			
SNo.	Part Number / Item Description	Quantity	Unit	Price	Unit	Amount
10	3184506 MOD/PKG-ZW500D,RX11,36.7m2(395ft2),1M 9 EA		9 EA	2,463.00	EA	22,167.00
20	3095534 FEE,FREIGHT/INSURANCE 1 EA		1 EA	5,700.00	EA	5,700.00
30	3040447 KEY,ZW500D,ELEMENT ENDCAP 14 EA		14 EA	1.04	EA	14.56
40	3033690 O-RING,EPDM,118,70DUR,500D DUMMY HEADER 4 EA		4 EA	0.44	EA	1.76
50	3089920 SEALANT-SILICONE,COMPOUND,VLVE LUNT 1 EA		1 EA	32.96	EA	32.96
Prepared By: Marylyn Mullin						

Thank you for your Consideration. To place an order, please fax signed Purchase Orders to the Customer Care number shown above. To ensure that you receive the pricing quoted, please reference this quotation number on your order. All sales are subject to our terms and conditions, contained with this quotation. Freight for Bulk Delivery and specialized freight charges, where applicable, are not included unless otherwise indicated above. Taxation rates shown are based on tax codes in effect at the time of this quotation, and are subject to change.

		ZENON ENVIRONMENTAL CORPORATION 3239 DUNDAS STREET WEST OAKVILLE, ON L6M 4B2 PHONE: 1-866-439-2837 FAX: 866-891-4893 (ORDER PLACEMENT)			Quotation		
Quote Date		Quotation Exp. Date			Suez WTS Quote		
27JAN2023		26FEB2023			20567756		
Sales Org.		Sales Representative / Contact			Reference		
B493		Marylyn Mullin					
Sold To: 1000120147 WORCESTER CO. WATER & WASTEWATER 1000 SHORE LANE BERLIN MD 21811 UNITED STATES				Ship To: 4000147940 WORCESTER CO. WATER & WASTEWATER 1000 SHORE LANE BERLIN MD 21811 UNITED STATES			
Bill To: 0000476958 WORCESTER CO. WATER & WASTEWATER ATTN : ACCOUNTS PAYABLE 1000 SHORE LANE BERLIN MD 21811 UNITED STATES				Payment Terms			
				Net 30 Days from Date of Receipt of Invoice			
				Inco Terms			
				DDP Plant site			
Currency: U.S. Dollar				Freight: Freight Prepaid			
SNo.	Part Number / Item Description	Quantity	Unit	Price	Unit	Amount	
	VEOLIA Commercial Operations, ZeeWeed Products PLEASE REFERENCE THIS QUOTATION NUMBER with your order to ensure correct pricing and on-time delivery. Please notify the contact above if changes to this quotation are needed. PLEASE PROVIDE REQUESTED DELIVERY DATE with your order. PLEASE CLEARLY DEFINE THE DELIVERY LOCATION AND THE RECEIVER#S EMAIL & TELEPHONE. PLEASE SPECIFY RECEIVING HOURS AND ANY SPECIAL OFF-LOADING REQUIREMENTS. AVAILABILITY / LEAD TIME: Estimated lead time is 61 weeks, exclusive of freight transit time.						

Thank you for your Consideration. To place an order, please fax signed Purchase Orders to the Customer Care number shown above. To ensure that you receive the pricing quoted, please reference this quotation number on your order. All sales are subject to our terms and conditions, contained with this quotation. Freight for Bulk Delivery and specialized freight charges, where applicable, are not included unless otherwise indicated above. Taxation rates shown are based on tax codes in effect at the time of this quotation, and are subject to change.

		ZENON ENVIRONMENTAL CORPORATION 3239 DUNDAS STREET WEST OAKVILLE, ON L6M 4B2 PHONE: 1-866-439-2837 FAX: 866-891-4893 (ORDER PLACEMENT)		Quotation		
Quote Date		Quotation Exp. Date		Suez WTS Quote		
27JAN2023		26FEB2023		20567756		
Sales Org.		Sales Representative / Contact		Reference		
B493		Marylyn Mullin				
Sold To: 1000120147 WORCESTER CO. WATER & WASTEWATER 1000 SHORE LANE BERLIN MD 21811 UNITED STATES			Ship To: 4000147940 WORCESTER CO. WATER & WASTEWATER 1000 SHORE LANE BERLIN MD 21811 UNITED STATES			
Bill To: 0000476958 WORCESTER CO. WATER & WASTEWATER ATTN : ACCOUNTS PAYABLE 1000 SHORE LANE BERLIN MD 21811 UNITED STATES			Payment Terms			
			Net 30 Days from Date of Receipt of Invoice			
			Inco Terms			
			DDP Plant site			
Currency: U.S. Dollar			Freight: Freight Prepaid			
SNo.	Part Number / Item Description	Quantity	Unit	Price	Unit	Amount
	<p>ORDER PLACEMENT / ORDER STATUS: Please send your Purchase Order to:</p> <p>VEOLIA North America Customer Care Contacts: Tel: 1-866-439-2837 (Select Option 2) Email: csc.customequipment@Veolia.com</p> <p>*Note: Minimum Order Value is \$100.00 *Note: please follow the PO guidelines in the covering email of this quote < OR ></p> <p>SELF-SERVICE - Visit our eStore @: www.estore.Veoliawatertechnologies.com</p> <p>For help with registration or existing order, please email:</p>					

Thank you for your Consideration. To place an order, please fax signed Purchase Orders to the Customer Care number shown above. To ensure that you receive the pricing quoted, please reference this quotation number on your order. All sales are subject to our terms and conditions, contained with this quotation. Freight for Bulk Delivery and specialized freight charges, where applicable, are not included unless otherwise indicated above. Taxation rates shown are based on tax codes in effect at the time of this quotation, and are subject to change.

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Quote Date		Quotation Exp. Date		Suez WTS Quote		
27JAN2023		26FEB2023		20567756		
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			Net 30 Days from Date of Receipt of Invoice			
			Inco Terms			
			DDP Plant site			
Currency: U.S. Dollar			Freight: Freight Prepaid			
SNo.	Part Number / Item Description	Quantity	Unit	Price	Unit	Amount
	csc.digital-nam.wts@Veolia.com *Note: No minimum order value required if using eStore SHIPPING POINT: Minnetonka, MN USA 55343 TAXES: Taxes are not included in this quotation. PAYMENT: VEOLIA prefers to receive payment by wire transfer and will also accept payment by courier check/cheque. Wire transfer information for #legal entity# send details to: SHD WATS REMIT-NAM shd-wats-remit-nam@Veolia.com					

Thank you for your Consideration. To place an order, please fax signed Purchase Orders to the Customer Care number shown above. To ensure that you receive the pricing quoted, please reference this quotation number on your order. All sales are subject to our terms and conditions, contained with this quotation. Freight for Bulk Delivery and specialized freight charges, where applicable, are not included unless otherwise indicated above. Taxation rates shown are based on tax codes in effect at the time of this quotation, and are subject to change.

	ZENON ENVIRONMENTAL CORPORATION 3239 DUNDAS STREET WEST OAKVILLE, ON L6M 4B2 PHONE: 1-866-439-2837 FAX: 866-891-4893 (ORDER PLACEMENT)	<h2 style="margin: 0;">Quotation</h2>
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Quote Date	Quotation Exp. Date	Suez WTS Quote
27JAN2023	26FEB2023	20567756
Sales Org.	Sales Representative / Contact	Reference
B493	Marylyn Mullin	

Sold To: 1000120147 WORCESTER CO. WATER & WASTEWATER 1000 SHORE LANE BERLIN MD 21811 UNITED STATES	Ship To: 4000147940 WORCESTER CO. WATER & WASTEWATER 1000 SHORE LANE BERLIN MD 21811 UNITED STATES
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Bill To: 0000476958 WORCESTER CO. WATER & WASTEWATER ATTN : ACCOUNTS PAYABLE 1000 SHORE LANE BERLIN MD 21811 UNITED STATES	Payment Terms Net 30 Days from Date of Receipt of Invoice
	Inco Terms DDP Plant site

Currency: U.S. Dollar	Freight: Freight Prepaid
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SNo.	Part Number / Item Description	Quantity	Unit	Price	Unit	Amount
	Bank of America Merrill Lynch C/O ZENON Environmental Corporation 901 Main Street Dallas, TX 75202 ACCT# 4426318136 ABA# 026009593 SWIFT# BOFAUS3N ACH# 111000012 TERMS: All sales are subject to VEOLIA's terms and conditions, contained within this quotation. ***** Thank You! - We Appreciate Your Business!					

SALES DISCOUNT	USD	0.00
NET PRICE	USD	27,916.28
TOTAL AMOUNT		27,916.28

Thank you for your Consideration. To place an order, please fax signed Purchase Orders to the Customer Care number shown above. To ensure that you receive the pricing quoted, please reference this quotation number on your order. All sales are subject to our terms and conditions, contained with this quotation. Freight for Bulk Delivery and specialized freight charges, where applicable, are not included unless otherwise indicated above. Taxation rates shown are based on tax codes in effect at the time of this quotation, and are subject to change.

Suez Water Technologies & Solutions

Terms & Conditions of Sale

1. **Exclusive Terms and Conditions.** Together with any other terms the parties agree to in writing, these Terms and Conditions of Sale from the exclusive terms ("Agreement") where by Buyer agrees to purchase, and sell Goods and provide advice, instruction and other services in connection with the sale of those Goods ("Services"). Notwithstanding any provision communicated in any way by Buyer to Seller prior to this Agreement including any terms contained in any request for quote by Buyer, Buyer agrees that this Agreement will control the relationship by accepting Goods and Services from Seller, even if Buyer sends to Seller other terms and conditions to which Seller may not respond.
2. **Buyer Obligations.** Seller will not control the actual operation of either Buyer's systems or Goods at the site, and unless otherwise specifically agreed in writing, installation of Goods shall be the responsibility of Buyer. Goods and Services provided hereunder are based upon the information Buyer makes available to Seller, and Seller reserves the right to utilize the most compact and feasible design compatible with sound engineering practices, and to make changes in details of design, construction and arrangement of Goods unless precluded by limitations (including, but not limited to actual space and feedwater/substance quality specifications) specified by Buyer in writing at the time an order is placed. If no such limitations are specified, Seller shall not be held responsible for incompatibility of the Goods and Services due to changes in feedwater/substance quality specifications or site conditions nor for incompatibility with actual space or design limitations, which were not initially disclosed by Buyer and become apparent at a later date. For Services to be accurate and Goods to work as intended, Buyer must fulfill the following obligations ("Obligations"): (a) provide Seller complete and accurate information and data relevant to the scope of work to be provided, such as information related to Buyer's site conditions, systems, related equipment and process, feedwater or other substances to be treated or measured with the Goods, including any hidden, unapparent, or changing conditions that may affect the effectiveness of the Goods; (b) operate all related systems and the Goods within the agreed to control parameters or, if none, within industry customary operating conditions; (c) maintain all related systems and Goods in good operating condition and repair; and (d) maintain and handle Goods in a proper and safe manner. If Buyer fails to fulfill the foregoing Obligations, Seller shall be relieved of any obligations with respect to warranties or any other commitments made to Buyer in writing, and Seller shall have no liability for any loss, damage or injury which Buyer may sustain or for which Buyer may be liable. Buyer is solely responsible for the operation of Buyer's systems, including ensuring that the systems are operated and maintained properly and comply with all laws, rules, regulations, license conditions and orders. Seller will not operate, inspect or maintain Buyer's systems or act as a licensed operator as defined by local regulatory authorities.
3. **Delivery.** Title and risk of loss or damage to Goods as well as containers and tanks in which Goods are contained, except as provided for in section 8 of this Agreement, shall pass to Buyer upon delivery to carrier at designated shipping point. Delivery dates indicated by Seller are only approximate. Quotations and proposal drawings provided by Seller show only general style, arrangement and approximate dimensions and weight.
4. **Payment and Prices.** Unless otherwise specified in writing, payment is due net thirty (30) days from the date of Seller's invoice. If Seller shall have any doubt at any time as to Buyer's ability to pay, Seller may decline to make deliveries except on receipt of satisfactory security. The prices quoted herein do not include taxes. Buyer shall be directly responsible, and reimburse Seller, for the gross amount of any present or future sales, use, excise, value-added, or other similar tax applicable to the price, sale of delivery of any products or services furnished hereunder. Buyer shall furnish Seller with evidence of exemption acceptable to the taxing authorities if applicable. For multi-year agreements, pricing stated shall remain firm for 12 months, after which Seller shall be entitled to adjust pricing upward on an annual basis according to the designated formula used by Seller in Buyer's country and which shall be notified to Buyer. Unless otherwise specified, all prices are FOB point of shipment. Buyer agrees to reimburse Seller for collection costs, including 2% interest per month, should Buyer fail to timely pay. Buyer shall have no rights to any setoffs of any nature relating to any payments due under the Agreement. Notwithstanding the terms set forth herein or of any agreement acceptance of Seller's quotation, Seller reserves the right at any time and from time to time by notice in writing to the Buyer to (a) increase Prices (or impose temporary price adjustments) based on increases in the cost of base components for the Goods or Services provided, where the increase is due to increased global demand, limited supply, temporary product shortages, allocation of supply, or such other similar inflationary pressures; and (b) impose a surcharge equal to any increase in the cost of the Goods or Services as a result of a modification of exchange rates, taxes or other levies imposed by public authorities.
5. **Payment for Excessive Usage; Lost and Damaged Goods.** If payment for Goods is based on some factor other than the actual amount of Goods delivered (e.g., payment is for a fixed amount, or based on usage or production), then Buyer agrees to pay for all Goods (a) consumed as a result of Buyer's failure to comply with Obligations as set forth in Section 2; or (b) lost or damaged after delivery to Buyer. Buyer shall provide Seller all information necessary to calculate amounts due and enable Seller to audit those records.
6. **Consigned Goods.** Buyer shall bear all risk of loss and damage to all consigned Goods in Buyer's possession or control, notwithstanding Buyer's exercise of reasonable care. Seller shall have the right to enter Buyer's premises at all reasonable times to inspect such Goods and related records. Upon request, Buyer agrees to return such Goods to Seller pursuant to Seller's shipping instructions.
7. **Limited Warranties.** Seller warrants that the Goods shall conform to published specifications and shall be free from defects in material and workmanship when at all times operated in accordance with Seller's written instructions; and that the Services will be performed with the degree of skill which can reasonably be expected from a seller engaged in a comparable business and providing comparable services under comparable circumstances. Under no circumstances do Services include the operation, inspection or maintenance of Buyer's systems or acting as a licensed operator as defined by local regulatory authorities. Unless otherwise provided in any Warranty Schedule that may be attached hereto, the foregoing warranties are valid: (a) for Chemicals, the earlier of, the shelf-life of the product, or 6 months from their date of delivery or the provision of Services; (b) for Consumables, including Filters and Membranes, 12 months from their date of delivery; (c) for Goods other than Chemicals and Consumables, the earlier of, 15 months from receipt, or 12 months from start-up/first use. Unless expressly agreed in a "Performance Warranty Document" signed between the parties on a separate basis, there is no performance warranty on Goods and Services or warranty on process results. For Goods not manufactured by Seller, the warranty shall be the manufacturer's transferable warranty only. Any claim for breach of these warranties must be promptly notified in writing or the claim will be void. Seller's sole responsibility and Buyer's exclusive remedy arising out of or relating to the Goods or Services or any breach of these warranties is limited to, at Seller's option: (a) replacement of non-conforming Goods or refund of purchase price of the non-conforming Goods; and (b) re-performance of the Services at issue, or a refund of the amount paid for the Services at issue. No allowance will be made for repairs or alterations made by Buyer without Seller's written consent or approval. Goods may not be returned to Seller without Seller's written permission. Seller will provide Buyer with a "Return Material Order" number to use for returned goods. Buyer, as the original purchaser, is not entitled to extend or transfer this warranty to any other party. The foregoing warranties are in lieu of and exclude all other warranties, statutory, express or implied, including any warranty of merchantability or of fitness for a particular purpose.
8. **Use of Equipment, Tanks, and Containers.** Semi-bulk containers (SBCs) owned by Seller shall be used only for the storage of Goods approved by Seller and Buyer shall return to Seller all SBCs owned by the Seller in an "empty" condition, as defined by appropriate transport or environmental regulations. Title to, and risk and ownership of, all equipment, product containers (e.g., pails, drums, recyclable intermediate bulk containers "IBC"), and tanks supplied to Buyer shall pass to Buyer as provided for in Section 3 of this Agreement, except that returnable SBCs shall remain property of Seller, unless otherwise stated in Seller's documentation.
9. **Compliance With Laws; Permits.** Buyer is responsible for compliance with all laws and regulations applicable to the operations of its systems and to the storage, use, handling, installation, maintenance, removal, registration and labeling of all Goods from and after Buyer's receipt of the Goods, as well as for the proper management and disposal of all waste and residues associated with the Goods (including but not limited to containers, excess or off-spec product, testing wastes (e.g., spent or expired lab reagents and test kits) and signing manifests for waste transport and disposal. Buyer agrees to ensure that all Goods and Services provided to Buyer for export are exported only in compliance with applicable export control laws and regulations. Permits and licenses which are required to operate apparatus or equipment or to use the Goods, shall be procured by Buyer at Buyer's sole expense. Buyer shall be responsible for and procure all permits, licenses, exemptions, authorizations and approvals necessary to the operation of its systems, including but not limited to permits related to liquid and solid waste handling and discharge, air and water emissions, sound, safety, etc. Seller shall not be liable if any such permit, license, exemption, authorization or approval is delayed, denied, revoked, restricted, violated or not renewed and Buyer shall not be relieved thereby of its obligations to pay Seller in accordance with this Agreement.
10. **Force Majeure.** Neither party will be responsible to the other (and no event of default will be deemed to have occurred) if uncontrollable events make it impracticable or commercially unreasonable for either party to perform under the terms of this Agreement, provided no force majeure shall apply to Buyer's obligation to pay in a timely manner for Goods and Services. Scheduled delivery dates are subject to extension when a force majeure event occurs.
11. **Confidentiality and Intellectual Property.** Both parties agree to keep confidential the other party's proprietary non-public information, if any, which may be acquired in connection with this Agreement. Buyer will not, without Seller's advance written consent, subject Goods to testing, analysis, or any type of reverse engineering. Seller retains all intellectual property rights including copyright which it has in all drawings and data or other deliverables supplied or developed under this Agreement subject

to Buyer's right to use such drawings and data for its own use without additional cost. Buyer acknowledges that Seller is in the business of selling the Goods subject to this Agreement and agrees that it will not file patent applications on the Goods, or processes and methods of using the Goods, without Seller's express written permission. Buyer further agrees that in any event any such patents will not be asserted against Seller or its customers based upon purchase and use of such Goods. Buyer shall be fully liable for any infringement of patent rights of third parties arising out of the products supplied hereunder where the construction, and other characteristics of such products including modification of the Goods and Services, is prescribed to the Seller, or completed independently by the Buyer or agent(s). Buyer shall fully defend and indemnify the seller in case of such claim(s). Any software Seller owns and provides pursuant to this Agreement shall remain Seller's property. Seller provides to buyer a limited, non-exclusive and terminable license to such software for the term of this Agreement. Buyer agrees not to copy, sub-license, translate, transfer, reverse engineer, or decode the software. Unless otherwise expressly agreed by Seller, this license shall terminate and the software shall be returned to Seller upon termination of this Agreement, or the material breach of the terms in this section. Buyer shall defend and indemnify Seller in respect of any claim or liability suffered by Seller in connection with infringement of any third party rights based on design, specifications or requirements prescribed by Buyer or its agent.

12. Limitation on Liability. Except where expressly communicated to Seller, Seller shall have no liability for incompatibility of Goods with Buyer's actual space or design limitations. To the extent permitted by law, the total liability of the Seller for all claims arising out of or relating to the performance or breach of this Agreement or use of any Goods Services shall not exceed the annual contract value of this Agreement. Seller shall not be liable for any advice, instruction, assistance or any services that are not required under this Agreement or for which Seller does not charge Buyer. In no event will either party be liable to the other for lost profits or revenues, cost of capital or replacement or increased operating costs, lost or decreased production, claims of Buyer's customers for such damages or any similar or comparable damages, or for any incidental, special, consequential or indirect damages of any type or kind, irrespective of whether arising from actual or alleged breach of warranty, indemnification, product liability or strict liability, or any other legal theory. If Buyer is supplying Seller's Goods or Services to a third party, Buyer shall require the third party to agree to be bound by this clause. If Buyer does not obtain this agreement for Seller's benefit for any reason, Buyer shall indemnify and hold Seller harmless from all liability arising out of claims made by the third party in excess of the limitations and exclusion of this clause.

13. Conflicts; Survival, Assignment. If there is any conflict between this Agreement and any written proposal or quotation provided by Sellers, then the terms and conditions set forth in the proposal or quotation shall prevail. If any term or condition of this Agreement or any accompanying terms and conditions are held invalid or illegal, then such terms and conditions shall be reformed to be made legal or valid, or deleted, but the remaining terms and conditions shall remain in full force and effect, and the Agreement shall be interpreted and implemented in a manner which best fulfills our intended agreement. This Agreement may only be assigned by Seller to any affiliate.

14. Termination and Cancellation. This Agreement and any performance pursuant to it may be terminated or suspended by either party if the other party (a) is the subject of bankruptcy or insolvency proceedings; or (b) defaults in its material obligations under this Agreement, and such default is not cured within thirty (30) days. Upon the termination of this Agreement: (a) Buyer agrees to pay for all Goods in Buyer's possession or for which title has passed to Buyer, at current prices or at such other prices as have been agreed to in writing; and (b) all amounts owing, if any, for the equipment or tanks relating to those Goods shall immediately become due and shall be paid within thirty (30) days of receipt of an invoice. In the event of cancellation of an order by Buyer, a cancellation charge will be made against the Buyer, in proportion to the work completed by Seller, or obligated against the order, plus any cancellation charges assessed against Seller by Seller's suppliers.

15. Governing Law and Dispute Resolution. This Agreement shall be governed by the substantive laws of the State of New York. The UN Convention on the International Sale of Goods shall not apply. In the event of a dispute concerning this Agreement, the complaining party shall notify the other party in writing thereof. Management level representatives of both parties shall meet at an agreed location to attempt to resolve the dispute in good faith. Should the dispute not be resolved within thirty (30) days after such notice, the complaining party shall seek remedies exclusively through arbitration. The seat of arbitration shall be the federal district court in Philadelphia, PA, and the rules of the arbitration will be the Commercial Arbitration Rules of the American Arbitration Association, which are incorporated by reference into this clause.

- . SUEZ Water Technologies & Solutions is now part of Veolia. This change will not impact your contract or the team supporting your business. We will be changing our legal entity name, but this will not change in any way the tax identification number, or our banking information. The detail of changes to the legal entity name will be communicated separately.
- . SUEZ Water Technologies & Solutions fait désormais partie de Veolia. Ce changement n'aura aucune incidence sur votre contrat ou sur l'équipe qui soutient votre entreprise. Nous changerons le nom de notre entité juridique, mais cela ne changera en aucun cas le numéro d'identification fiscale, ou nos informations bancaires. Le détail des changements apportés au nom de l'entité juridique sera communiqué séparément.
- . Suez Water Technologies and Solutions ist jetzt Teil von Veolia. Diese Aenderung hat keine Auswirkungen auf Ihren Vertrag oder das Team, das Ihr Unternehmen unterstuetzt. Wir werden unseren juristischen Namen aendern, aber dies hat keinerlei Auswirkungen auf die Steueridentifikationsnummer oder unsere Bankdaten. Die Einzelheiten der Aenderung des Firmennamens werden gesondert bekannt gegeben.
- . SUEZ Water Technologies & Solutions 现在是威立雅的一部分，这种变化不会影响您的合同或支持您业务的团队。我们将更改我们的法人实体，但我们的税号或者银行信息不会改变。未来我们将另行通知法人实体名称变更的具体细节。
- . SUEZ Water Technologies & Solutions 現在已加入威立雅集團。此一變化將不會影響您的合約或支持您業務的團隊。我們將更改我們的法人實體名稱，但不會以任何方式改變稅號，或我們的銀行信息。未來將另行通知法人實體名稱更改的詳細訊息。
- . SUEZ Water Technologies & Solutions fa ora parte di Veolia. Questo cambiamento non influira sul tuo contratto o sul team che supporta la tua attivita. Noi cambiera il nome della nostra entita legale, ma questonon cambiera in nessuno il codice fiscale o le nostre coordinate bancarie. Il verra comunicato il dettaglio delle modifiche alla denominazione della persona giuridica separatamente.
- . SUEZ Water Technologies & Solutions agora faz parte da Veolia. Essa alteracao nao afetara seu contrato ou a equipe de apoio ao seu negócio. Iremos alterar a razao social de nossa entidade legal, mas nao iremos alterar nosso número de inscricao no CNPJ ou as nossas informacoes bancarias. Os detalhes das alteracoes da razao social da entidade legal serao comunicados separadamente.
- . SUEZ Water Technologies & Solutions ahora es parte de Veolia. Este cambio no afectara su contrato ni al equipo que respalda su negocio. Cambiaremos el nombre de nuestra entidad legal, pero esto no cambiará de ninguna manera el número de identificación fiscal o nuestra información bancaria. El detalle de los cambios en el nombre de la entidad legal se comunicará por separado.
- . SUEZ Water Technologies & Solutions



Worcester County Government
One West Market Street | Room 1103 | Snow Hill MD 21863-1195
(410) 632-1194 | (410) 632-3131 (fax) | admin@co.worcester.md.us | www.co.worcester.md.us

MEMORANDUM

TO: Worcester County Commissioners
FROM: Nicholas W. Rice, Procurement Officer
DATE: March 7, 2023
RE: Request for Proposal – Sound Attenuating Panel Project

Attached for your review and approval are proposal documents for Sound Attenuating Panels to be located within the Worcester County Government Center. Once the Commissioners have had the opportunity to review these documents, it is requested that authorization be provided to solicit proposals for these services.

Funding in the amount of \$60,000 has been approved under Assigned Funds – Government Center Panels for this project.

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

**Worcester County Administration
1 West Market Street, Room 1103
Snow Hill, Maryland 21863**



REQUEST FOR PROPOSAL

PROJECT:	Worcester County Government Center Sound Attenuating Project
DEPARTMENT:	Public Works

VENDOR:

NAME:	_____
ADDRESS:	_____ _____

PROPOSAL OPENING:

DATE:	Thursday, April 6, 2023
TIME:	2:30 PM

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SECTION I: INTRODUCTION**A. PURPOSE**

1. The purpose of this Request for Proposal Document is for Worcester County (“County”) to contract for the purchase and installation of sound attenuating panels for the reduction of reverberation in the Worcester County Government Center in Snow Hill, MD in conformity with the requirements contained herein (“Proposal Document(s”).

B. CLARIFICATION OF TERMS

1. Firms or individuals that submit a proposal for award of a contract (“Contract”) are referred to as vendors (“Vendors”) in this document. The Vendor that is awarded the Contract is herein referred to as the (“Successful Vendor”).

C. QUESTIONS AND INQUIRES

1. Questions must be addressed in writing to the Worcester County Procurement Officer at nrice@co.worcester.md.us.
2. The last date to submit questions for clarification will be **noon on Wednesday, March 29, 2023**.
3. Addenda are posted on the County website at <https://www.co.worcester.md.us/> under County Info: Bid Board: at <https://www.co.worcester.md.us/commissioners/bids> at least five calendar days before proposal opening.
4. It is the Vendors responsibly to make sure all addenda are acknowledged in their proposal. Failure to do so could result in the proposal being disqualified.

D. FILLING OUT PROPOSAL DOCUMENTS

1. Use only forms supplied by the County.
2. One unbound original and five bound copies of the proposal form and any required attachments must be submitted in the solicitation and can be submitted in the same envelope unless otherwise instructed.
3. Proposal Documents should be complied as follows: (1) Cover letter, (2) Form of Proposal, (3) References, (4) Exceptions Document and Signed addenda, if necessary (5) Individual Principal Document, (6) Vendor’s Affidavit of Qualification to Bid, and (7) Non-Collusive Affidavit
4. Where so indicated by the make-up of the Proposal Documents, sums will be expressed in both words and figures, and in the case of a discrepancy between the two, the amount written in words will govern. In the event there is a discrepancy between the unit price and the extended totals, the unit prices will govern.
5. Any interlineation, alteration, or erasure will be initialed by the signer of the Proposal Documents.
6. Each copy of the Proposal Documents will be signed by the person(s) legally authorized to bind the Vendor to a contract, using the legal name of the signer. Proposal Documents submitted by an agent will have a current Power of Attorney attached certifying the agent’s authority to bind the Vendor.
7. Vendor will supply all information and submittals required by the Proposal Documents to constitute a proper and responsible completed Proposal Document package.
8. Any ambiguity in the Proposal Documents as a result of omission, error, lack of clarity or non-compliance by the Vendor with specifications, instructions, and/or all conditions of bidding will be construed in the light most favorable to the County.

E. SUBMISSION OF PROPOSAL DOCUMENTS

1. All copies of the Proposal Documents and any other documents required to be submitted with the Proposal Documents will be enclosed in a sealed envelope. The envelope will be addressed to the Worcester County Commissioners and will be identified with the project name: **WORCESTER COUNTY GOVERNMENT CENTER SOUND ATTENUATING PROJECT** and the Vendor's name and address. If the Proposal Documents are sent by mail, the sealed envelope will be enclosed in a separate mailing envelope with the notation "SEALED PROPOSAL DOCUMENTS ENCLOSED" on the face thereof.
2. Proposals must be mailed or hand carried to the **Worcester County Administration Office, 1 West Market Street, Room 1103, Snow Hill, MD 21863**, in order to be received **prior** to the announced proposal deadline. *Proposals received after said time or delivered to the wrong location will be returned to the Vendor unopened.*
3. **Proposals are due and will be opened at the time listed on the front of this Proposal Document.**
4. If you are delivering a proposal in person please keep in mind to allow time to get through security and into the Administration Office. It is fully the responsibility of the Vendor to ensure that the proposal is received on time.
5. The County will not speculate as to reasonableness of the postmark, nor comment on the apparent failure of a public carrier to have made prompt delivery of the proposal.
6. Vendors, or their authorized agents, are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting Proposal Documents; failure to do so will be at the Vendor's own risk.
7. A fully executed Affidavit of Qualification to Bid will be attached to each Proposal Document.
8. Minority vendors are encouraged to participate.
9. All Vendor submitted Proposal Documents will be valid for a minimum of sixty days from the date of Proposal Document opening.
10. Electronically mailed proposals are **not** considered sealed proposals and will **not** be accepted.

F. OPENING OF PROPOSALS

1. Proposal Documents received on time will be opened publicly and Vendor's names and total costs will be read aloud for the record.
2. The Contract will be awarded or all Proposal Documents will be rejected within sixty days from the date of the Proposal Document opening.

G. ACCEPTANCE OR REJECTION OF PROPOSALS

1. Unless otherwise specified, the Contract will be awarded to the most responsible and responsive Vendor complying with the provisions of the Proposal Documents, provided the proposal does not exceed the funds available, and it is in the best interest of the County to accept it. The County reserves the right to reject the Proposal Documents of any Vendor who has previously failed to perform properly in any way or complete on time contracts of a similar nature; or a Proposal Document from a Vendor who, investigation shows, is not in a position to perform the Contract; or Proposal Documents from any person, firm, or corporation which is in arrears or in default to the County for any debt or contract.
2. Completed Proposal Documents from Vendors debarred from doing business with the State of Maryland or the Federal Government will not be accepted.

3. In determining a Vendor's responsibility, the County may consider the following qualifications, in addition to price:
 - a. Ability, capacity, and skill to provide the commodities or services required within the specified time, including future maintenance and service, and including current financial statement or other evidence of pecuniary resources and necessary facilities.
 - b. Character, integrity, reputation, experience and efficiency.
 - c. Quality of past performance on previous or existing contracts, including a list of current and past contracts and other evidence of performance ability.
 - d. Previous and existing compliance with laws and ordinances relating to contracts with the County and to the Vendor's employment practices.
 - e. Evidence of adequate insurance to comply with Contract terms and conditions.
 - f. Statement of current work load and capacity to perform/provide the Goods and/or Services.
 - g. Explanation of methods to be used in fulfilling the Contract.
 - h. The Vendor, if requested, will be prepared to supply evidence of its qualifications, listed above, and its capacity to provide/perform the Goods and/or Services; such evidence to be supplied within a specified time and to the satisfaction of the County.
4. In determining a Vendor's responsiveness, the County will consider whether the Proposal Document conforms in all material respects to the Proposal Documents. The County reserves the right to waive any irregularities that may be in its best interest to do so.
5. The County will have the right to reject any and all Proposal Documents, where applicable to accept in whole or in part, to add or delete quantities, to waive any informalities or irregularities in the Proposal Document received, to reject a Proposal Document not accompanied by required Bid security or other data required by the Proposal Documents, and to accept or reject any Proposal Document which deviates from specifications when in the best interest of the County. Irrespective of any of the foregoing, the County will have the right to award the Contract in its own best interests.

H. QUALIFICATIONS

1. The Vendor must be in compliance with the laws regarding conducting business in the State of Maryland.
All Vendors shall provide a copy Certificate of Status from the Maryland Department of Assessments and Taxation, evidencing the Vendor is in good standing with the State of Maryland. See https://sdatcert1.resiusa.org/certificate_net/ for information on obtaining the Certificate of Status. *Certificates of status are not available for trade names, name reservations, government agencies, sole proprietorships, and some other accounts as these are not legal entities and thus are not required for these categories of Vendors.* For more information on the Certificate of Status please see <http://www.dat.state.md.us/sdatweb/COSinfo.html> .
2. Worcester County reserves the right, at its sole discretion, to extend the date this documentation must be provided. The Vendor's inability to provide this documentation could result in the proposal being rejected.

I. DESCRIPTIVE LITERATURE

1. The proposed descriptive literature fully describing the product bid is what is intended to be included as the price. Failure to do so may be cause for rejection of the proposal.

2. Any items, systems or devices supplied in this proposal that are proprietary in nature relative to maintenance, repair, servicing or updating must be disclosed on the proposal form.

J. NOTICE TO VENDORS

1. Before a Vendor submits the Proposal Documents it will need to become fully informed as to the extent and character of the Goods and/or Services required and are expected to completely familiarize themselves with the requirements of this Proposal Document's specifications. Failure to do so will not relieve the Vendor of the responsibility to fully perform in accordance therewith. No consideration will be granted for any alleged misunderstanding of the material to be furnished or the Services to be performed, it being understood that the submission of a Proposal Document is an agreement with all of the items and conditions referred to herein.

K. PIGGYBACKING

1. Worcester County may authorize, upon request, any governmental entity (hereafter Authorized User) within the County to purchase items under the contract awarded pursuant to this proposal solicitation.
2. All purchase orders issued against the contract by an authorized User shall be honored by the Successful Vendor in accordance with all terms and conditions of this contract.
3. The issuance of a purchase order by an Authorized User pursuant to this provision shall constitute an express assumption of all contractual obligations, covenants, conditions and terms of the contract. A breach of the contract by any particular Authorized User shall neither constitute nor be deemed a breach of the contract as a whole which shall remain in full force and effect, and shall not affect the validity of the contract nor the obligations of the Successful Vendor thereunder respecting the County.
4. The County specifically and expressly disclaims any and all liability for any breach by an Authorized User other than the County and each such Authorized User and Successful Vendor guarantee to save the County, its officers, agents and employees harmless from any liability that may be or is imposed by the Authorized User's failure to perform in accordance with its obligations under the contract.

END OF SECTION

SECTION II: GENERAL INFORMATION**A. ECONOMY OF PROPOSAL**

1. Proposal Documents will be prepared simply and economically, providing straightforward and concise description of the Vendor's capabilities to satisfy the requirements of the Proposal Documents. Emphasis should be on completeness and clarity of content. Elaborate brochures and other representations beyond that sufficient to present a complete and effective Proposal Document are neither required nor desired.

B. PUBLIC INFORMATION ACT (PIA)

1. Worcester County is subject to the Maryland Public Information Act and may be required to release proposal submissions in accordance with the Act.
2. Any materials the Vendor deems to be proprietary or copyrighted must be marked as such; however, the material may still be subject to analysis under the Maryland Public Information Act.
 - a. The Vendor may invoke proprietary information or trade secret protection for submission of any data/material by (1) identifying the data/material in a written description, (2) clearly marking the data/material as proprietary, and (3) providing a written statement detailing the reasons why protection is necessary. The County reserves the right to ask for additional clarification prior to establishing protection.

C. CONTRACT AWARD

1. A written award by the County to the Successful Vendor in the form of a Purchase Order or other contract document will result in a binding Contract without further action by either party. If the Successful Vendor fails or refuses to sign and deliver the Contract and the required insurance documentation, the County will have the right to award to the next responsible and responsive Vendor. Contract will be executed by the Successful Vendor within fourteen calendar days of receipt of the Contract.
2. Proposal Documents and Contracts issued by the County will bind the Vendor to applicable conditions and requirements herein set forth, unless otherwise specified in the Proposal Documents, and are subject to all federal, state, and municipal laws, rules, regulations, and limitations.
3. County personal property taxes ("Taxes") must be on a current basis; if any such Taxes are delinquent, they must be paid before award of Contract. Failure to pay will result in the award of Contract to another Vendor.
4. The County reserves the right to engage in individual discussions and interviews with those Vendors deemed fully qualified, responsible, suitable and professionally competent to provide the required Goods and/or Services should the project size warrant it. Vendors will be encouraged to elaborate on their qualifications, performance data, and staff expertise.

D. AUDIT

1. The Successful Vendor agrees to retain all books, records, and other documents relative to the awarded Contract for five years after final payment, or until audited. The County, its authorized agents, and/or State auditors will have full access to and the right to examine any of said materials during said period.

E. NONPERFORMANCE

1. The County reserves the right to inspect all operations and to withhold payment for any goods not performed or not performed in accordance with the specifications in this Proposal Document.

Errors, omissions or mistakes in performance will be corrected at no cost to the County. Failure to do so will be cause for withholding of payment for that Goods and/or Services. In addition, if deficiencies are not corrected in a timely manner, the County may characterize the Successful Vendor as uncooperative, which may jeopardize future project order solicitations.

F. MODIFICATION OR WITHDRAWAL OF PROPOSAL

1. A Proposal Document may not be modified, withdrawn, or cancelled by the Vendor during the stipulated time period following the time and date designated for the receipt of Proposal Documents, and each Vendor so agrees in submitting Proposal Documents.

G. DEFAULT

1. The Contract may be cancelled or annulled by the County in whole or in part by written notice of default to the Successful Vendor upon non-performance, violation of Contract terms, delivery failure, bankruptcy or insolvency, any violation of state or local laws, or the making of an assignment for the benefit of creditors. An award may then be made to the next most highly rated Vendor, or when time is of the essence, similar commodities and/or service may be purchased on the open market. In either event, the defaulting Vendor (or his surety) will be liable to the County for cost to the County in excess of the defaulted Contract price.
2. If a representative or warranty of either Party to the Contract is false or misleading in any material respect, or if either Party breaches a material provision of the Contract (“Cause”), the non-breaching Party will give the other Party written notice of such cause. If such Cause is not remedied within fifteen calendar days (“Cure Period”) after receipt of such notice, (unless, with respect to those Causes which cannot be reasonably corrected or remedied within the Cure Period, the breaching Party will have commenced to correct or remedy the same within such Cure Period and thereafter will proceed with all due diligence to correct or remedy the same), the Party giving notice will have the right to terminate this Contract upon the expiration of the Cure Period.

H. COLLUSION/FINANCIAL BENEFIT

1. The Vendor certifies that his/her Proposal is made without any previous understanding, agreement, or connection with any person, firm, or corporation making a Proposal Document for the same project; without prior knowledge of competitive prices; and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action.
2. Upon signing the Proposal Document, Vendor certifies that no member of the governing body of the County, or members of his/her immediate family, including spouse, parents or children, or any other officer or employee of the County, or any member or employee of a Commission, Board, or Corporation controlled or appointed by the County Commissioners has received or has been promised, directly or indirectly, any financial benefit, related to this Proposal Document and subsequent Contract.

I. TAX EXEMPTION

1. In buying products directly from a Vendor, Worcester County is exempt from being *directly* charged Federal excise and Maryland sales tax. A copy of an exemption certificate shall be furnished upon request.
2. According to the Office of the Comptroller of Maryland, a *Contractor is responsible for paying sales tax* on his/her purchases relating to any projects or services and should incorporate it into their proposal.
3. Successful Vendors **cannot** use the County tax exemption to buy materials or products used on County projects.

J. CONTRACT CHANGES

1. No claims may be made by anyone that the scope of the project or that the Vendor's Goods and/or Services have been changed (requiring changes to the amount of compensation to the Vendor or other adjustments to the Contract) unless such changes or adjustments have been made by an approved written amendment (Change Order) to the Contract signed by the Chief Administrative Officer (and the County Commissioners, if required), prior to additional Goods and/or Services being initiated. Extra Goods and/or Services performed without prior, approved, written authority will be considered as unauthorized and at the expense of the Vendor. Payment will not be made by the County.
2. No oral conversations, agreements, discussions, or suggestions, which involve changes to the scope of the Contract, made by anyone including any County employee, will be honored or valid. No written agreements or changes to the scope of the Contract made by anyone other than the Procurement Officer (with the Chief Administrative Officer and/or County Commissioners approval, if required) will be honored or valid.
3. If any Change Order in the Goods and/or Services results in a reduction in the Goods and/or Services, the Vendor will neither have, nor assert any claim for, nor be entitled to any additional compensation for damages or for loss of anticipated profits on Goods and/or Services that are eliminated.

K. ADDENDUM

1. No oral statements of any person will modify or otherwise affect or interpret the meaning of the Contract specifications, or the terms, conditions, or other portions of the Contract. All modifications and every request for any interpretation must be addressed to Worcester County's Procurement Officer and to be given consideration, must be received no later than the last day for questions listed in Section I, Subsection C.2.
2. Any and all interpretations, corrections, revisions, and amendments will be issued by the Procurement Officer to all holders of Proposal Documents in the form of written addenda. Vendors are cautioned that any oral statements made by any County employee that materially change any portion of the Proposal Documents cannot be relied upon unless subsequently ratified by a formal written amendment to the Proposal Document.
3. All addenda will be issued so as to be received at least five days prior to the time set for receipt of Proposal Documents, and will become part of the Contract and will be acknowledged in the Proposal Document form. Failure of any Vendor to receive any such addenda will not relieve said Vendor from any obligation under the Proposal Document as submitted.
4. Vendors are cautioned to refrain from including in their Proposal Document any substitutions which are not confirmed by written addenda. To find out whether the County intends to issue an amendment reflecting an oral statement made by any employee, contact Worcester County's Procurement Officer during normal business hours.
5. The Worcester County Procurement Officer reserves the right to postpone the Proposal Document opening for any major changes occurring in the five-day interim which would otherwise necessitate an Addendum.

L. EXCEPTIONS/ SUBSTITUTIONS

1. Any exceptions or substitutions to the specifications requested should be marked on the proposal form and listed on a separate sheet of paper attached to the proposal.

2. An exception to the specifications may disqualify the proposal. The County will determine if the exception is an essential deviation or a minor item.
3. In the case of a minor deviation, the County maintains the option to award to that Vendor if it determines the performance is not adversely affected by the exception.

M. APPROVED EQUALS

1. In all specifications where a material or article is defined by describing a proprietary product or by using the name of a Vendor or manufacturer, it can be assumed that an approved equal can be substituted.
2. The use of a named product is an attempt to set a particular standard of quality and type that is familiar to the County. Such references are not intended to be restrictive.
3. However, the County shall decide if a product does in fact meet or exceed the quality of the specifications listed in the solicitation. It shall be the responsibility of the Vendor that claims his product is an equal to provide documentation to support such a claim.

N. DELIVERY

1. All items shall be delivered F.O.B. destination and delivery costs and charges included in the proposal unless otherwise stated in the specifications or proposal form.

O. INSURANCE

1. If required by the General Conditions or Terms and Conditions, the Successful Vendor shall provide the County with Certificates of Insurance within ten calendar days of proposal award notification evidencing the required coverage.
2. Successful Vendor must provide Certificates of Insurance before commencing work in connection with the Contract.

P. PROPOSAL EVALUATION

1. Proposal tabulations will be posted on the County website at <https://www.co.worcester.md.us/commissioners/bids>. Click on the Expired Bids & Results tab and find the proposal tabulation for the proposal you are interested in. Proposal tabulations will be posted as soon as reasonably possible after the Proposal opening.

END OF SECTION

SECTION III: GENERAL CONDITIONS**A. DRAWINGS AND SPECIFICATIONS**

1. Should any detail be omitted from the drawings or specifications, or should any errors appear in either, it shall be the duty of the Successful Vendor to notify the County's designated construction inspector.
2. In no case shall the Successful Vendor proceed with the work without notifying and receiving definite instructions from the County. Work wrongly constructed without such notification shall be corrected by the Successful Vendor at his own cost.

B. MATERIALS, SERVICES AND FACILITIES

1. It is understood that, except as otherwise specifically stated in the Proposal Documents, the Successful Vendor will provide and pay for all materials, labor, tools, equipment, water, light, power and transportation, supervision, temporary construction of any nature, and all other services and facilities of any nature whatsoever necessary to execute, complete, and deliver the Work within the specified time.
2. Materials and equipment will be so stored as to insure the preservation of their quality and fitness for the Work. Stored materials and equipment to be incorporated in the Work will be located so as to facilitate prompt inspection.
3. Manufactured articles, materials, and equipment will be applied, installed, connected, erected, used, cleaned and conditioned as directed by the manufacturer.
4. Materials, supplies and equipment will be in accordance with samples submitted by the Successful Vendor and approved by the County.

C. INSPECTION AND TESTING

1. All materials and equipment used in the construction of the Work will be subject to adequate inspection and testing in accordance with generally accepted standards, as required and defined in the Proposal Documents.
2. The County or its representatives may, at any time, enter upon the work and the premises used by the Successful Vendor, and the Successful Vendor shall provide proper and safe facilities to secure convenient access to all parts of the work, and all other facilities necessary for inspection, as may be required.
3. The County will appoint such persons as deemed necessary to properly inspect the materials furnished or to be furnished, and the work done under the contract and to see that the same strictly corresponds with the drawings and specifications. All such materials and workmanship shall be subject to approval of the County. Approval or acceptance of payment shall not be misconstrued as approval of items or work not in conformance with specifications and drawings nor shall it prevent the rejection of said work or materials at any time thereafter during the existence of the contract, should said work or materials be found to be defective, or not in accordance with the requirements of the contract.
4. Work and material will be inspected promptly, but if for any reason should a delay occur, the Successful Vendor shall have no claim for damages or extra compensation.
5. The Successful Vendor shall pay for all inspection costs necessary to complete the work which may be incurred to comply with the requirements of any agency other than the County, such as a railroad, public service utility company, or any other governmental agency or any other agency whose jurisdiction affects the work in any manner unless otherwise specified herein.

D. APPROVAL OF SUBSTITUTION OF MATERIALS

1. Samples of materials shall be submitted by the Successful Vendor for approval before such materials are ordered from the manufacturers or distributors and shall be approved by the County before actual work is begun.
2. It is the intention of these specifications to permit all vendors bidding on this work to secure the fullest amount of competition on the various materials and specialties names herein. Wherever a material or article is defined by describing a proprietary product or by using the name of a vendor or manufacturer, the term or approved equal shall be presumed to be implied unless otherwise stated.

E. PROTECTION OF WORK, PROPERTY AND PERSONS

1. Successful Vendor will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Successful Vendor will take all necessary precautions and programs in connection with the Work. Successful Vendor will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to, all employees on the Work and other persons who may be affected thereby, all the Work and all materials or equipment to be incorporated therein, whether in storage on off the site, and other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.
2. Successful Vendor will comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction. Successful Vendor will erect and maintain, as required by the conditions and progress of the Work, all necessary safeguards for safety and protection. Successful Vendor will notify owners of adjacent utilities when progress of the Work may affect them. The Successful Vendor will remedy all damage, injury or loss to any property caused, directly or indirectly, in whole or in part, by Successful Vendor, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them be liable.
3. In emergencies affecting the safety of persons or the Work or property at the site or adjacent thereto, the Successful Vendor, without special instruction or authorization from the County, will act to prevent threatened damage, injury or loss. Successful Vendor will give the County prompt Written Notice of any significant changes in the Work or deviations from the Proposal Documents caused thereby, and a Change Order will thereupon be issued covering the changes and deviations involved.

F. BARRICADES, DANGER, WARNING AND DETOUR SIGNS

1. The Successful Vendor shall provide, erect and maintain all necessary barricades, sufficient red lights, flares, danger signals and signs, provide a sufficient number of watchmen and take all necessary precautions for the protection of the work and safety of the public.

G. LICENSES AND PERMITS

1. The Successful Vendor shall have all necessary licenses required to do the work and give all notices and obtain and pay all necessary permits required by local laws and regulations for building.
2. State and Federal permits (if applicable) to undertake work have been obtained by the County and accompany these specifications.

H. SUPERVISION

1. The Successful Vendor shall maintain, at all times during the progress of work, a competent and experienced supervisor who shall represent the Successful Vendor, and all directions given to him shall be binding. Important decisions regarding directions, if requested by the supervisor, shall be confirmed in writing.
2. Supervision by the County or its representative does not relieve the Successful Vendor of responsibility for defective work executed under the direct control of the Successful Vendor. Responsibility for defective work rests upon the Successful Vendor, whether discovered by the County prior to final payment or subsequent thereto.

I. CLEAN UP

1. Upon completion of the items within a given location as specified and before monthly estimates will be paid, the construction area and all other areas occupied by the Successful Vendor during the construction of said Contract shall be cleaned of all surplus and discarded materials, bracing, forms, rubbish and temporary structures that were placed there by the Successful Vendor.
2. Disposal of the aforementioned shall be the responsibility of the Successful Vendor.

J. CHANGES IN WORK

1. The County, without invalidating the contract, may order extra work or make changes by altering, adding or deducting from the work with the contract sum being adjusted accordingly.
2. All such work shall be executed under the conditions of the original contract, except that any claim for the extension of time caused thereby shall be adjusted at the time of ordering such change.
3. The value of any such extra work or change shall be determined in one or more of the following ways:
 - a. By estimate and acceptance of lump sum.
 - b. By unit prices named in the contract or subsequently agreed upon.

K. TIME FOR COMPLETION

1. The Work contemplated under this Contract shall be considered as continuous and be completed within the timeframe(s) stated in Section IV of this Proposal Document.
2. The Successful Vendor will be allowed to work eight hours per day, Monday through Friday, except for holidays, fifty-two weeks per year.
3. The Successful Vendor will not be permitted to work on holidays observed by Worcester County or the State of Maryland or on Sundays unless otherwise authorized in writing.
4. In case of an emergency which may require that work be done on Saturdays, Sundays, and Holidays, the Successful Vendor shall request permission of the County to do so. If, in the opinion of the County, the emergency is bonafide, permission may be granted to the Successful Vendor to work such hours as may be determined are necessary by the County. Also, if in the opinion of the County a bonafide emergency exists, the Successful Vendor may be directed to work such hours as may be necessary whether or not the Successful Vendor requests permission to do so.
5. The Successful Vendor shall pay the County for all costs incurred for inspection services required for work permitted during holidays, weekends or in excess of eight hours per day.

L. LIQUIDATED DAMAGES

1. If the Successful Vendor shall fail to start and complete the project within the time frame stated above, the County shall assess liquidated damages in the amounts listed below per calendar day for each and every day the Successful Vendor fails to complete the contract.

<u>Amount of Contract</u>	<u>Liquidated Damages per Day</u>
Less than \$10,000	\$100.00
\$10,000 or less than \$100,000	\$250.00
\$100,000 or less than \$500,000	\$750.00
\$500,000 or more	\$1,000.00
Or will be based on actual cost to the County, whichever is greater.	

2. The designated County project manager reserves the option to extend the scheduled completion date or waive the liquidated damages clause in its entirety if he is of the opinion that extenuating circumstances deemed such action appropriate.

M. CORRECTION OF WORK

1. The Successful Vendor will promptly remove from the premises all Work rejected by the County for failure to comply with the Proposal Documents, whether incorporated in the construction or not, and the Successful Vendor will promptly replace and re-execute the Work in accordance with the Proposal Documents and without expense to the County and will bear the expense of making good all Work of other Vendors destroyed or damaged by such removal or replacement.
2. All removal and replacement Work will be done at the Successful Vendor's expense. If the Successful Vendor does not act to remove such rejected Work within ten days after receipt of Written Notice, the County may remove such Work and store the materials at the expense of the Successful Vendor.

N. CONSTRUCTION SAFETY AND HEALTH STANDARDS

1. It is a condition of this contract, and shall be made a condition of each sub-contract entered into pursuant to this contract, that the Successful Vendor and any sub-contractor shall not require any laborer or mechanic employed in performance of the contract to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health or safety, as determined under construction safety and health standards (Title 29, Code of Federal Regulations, Part 1926, formerly Part 1518, as revised from time to time, promulgated by the United States Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standard Act.) (83 Stat. 96).
2. Failure of Worcester County to inform the Successful Vendor of safety violations will not release the Successful Vendor of his responsibilities.

O. PERFORMANCE AND PAYMENT BONDS

1. The Successful Vendor will be required to provide the County with a Performance Bond and Payment Bond if the total Contract amount exceeds \$100,000, each in the amount of one hundred percent of the Contract Price, with a corporate surety approved by the County for the faithful performance of the Contract.
2. The Successful Vendor will within fourteen calendar days after the receipt of the Contract furnish the County with a Performance Bond and Payment Bond in penal sums equal to the amount of the Contract Price, conditioned upon the performance by the Successful Vendor of all undertakings,

covenants, terms, conditions and agreements of the Proposal Documents, and upon the prompt payment by the Successful Vendor to all persons supplying labor and materials in the prosecution of the Work provided by the Proposal Document. Such Bonds will be executed by the Successful Vendor and corporate bonding company licensed to transact such business in the state in which the Work is to be performed and named on the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Circular Number 570. The expense of these Bonds will be borne by the Successful Vendor. If at any time a surety on any such Bond is declared bankrupt or loses its right to do business in the State of Maryland or is removed from the list of surety companies accepted on federal bonds, Successful Vendor will within ten calendar days after notice from the County to do so, substitute an acceptable Bond(s) in such form and sum and signed by such other surety or sureties as may be satisfactory to the County.

P. GUARANTEE

1. The Successful Vendor shall furnish the County with a one-year guarantee of workmanship and materials, dating from time of acceptance of the project and shall make good any defects which may occur during that period.
2. If any special guarantees in excess of the one-year period are specified by the manufacturer, these guarantees shall take precedence over the one-year period guarantee.
3. Upon completion of work, and before final payment or release of retainage, the Successful Vendor shall submit, and obtain from each subcontractor, material supplier and equipment manufacture general warranties and a notarized asbestos free guarantee.

END OF SECTION

SECTION IV: PROPOSAL SPECIFICATIONS

A. SCOPE

1. The County is seeking proposals from qualified Vendors to purchase and install sound attenuating panels for the reduction of reverberation in the Worcester County Government Center in accordance with the terms and conditions and specifications set forth in this solicitation.

B. CONTRACT PRICING

1. Pricing must include all labor, materials, tools, and equipment to perform Work.
2. Pricing will not change during the Contract Period.

C. BACKGROUND

1. The Worcester County Commissioners are proposing to install sound attenuating panels in the government center lobby. This task is required due to the overwhelming level of echo that occurs in that entry area.
2. The panels will cover approximately 950 square feet of masonry wall surface as well as the roof of the entry vestibule. No hanging panels or “clouds” will be permitted. Panel fabric will have images applied. The images will be provided by the Worcester County Office of Tourism.

D. SUMMARY

1. The Successful Vendor will be required to provide the following:
 - a. Provide all supervision, labor, materials, equipment, tools and all other items and services required to complete the installation of sound attenuating panels at the Worcester County Government Center.
 - b. Provide daily clean up and trash removal generated by work, to be taken off sight daily.
 - c. Locate stored materials in an area designated by project manager.
 - d. Provide any vertical hoisting and/or staging required for project.
 - e. Protect work area from damage and upon completion leave area clean and neat.
 - f. Confer with the County’s project manager one week before any task that will generate excessive noise.
 - i. Interference with public assemblies will not be permitted.
 - g. Design and layout panels such that final sound reverberation shall not exceed 1.5 seconds.
 - h. Provide documentation of existing reverberation level and upon completion, documentation of new reverberation level.
 - i. Panels shall be designed to attach to masonry walls and standing seam metal roof only (no hanging panels).
 - j. Panel fabric material shall be appropriate for the acceptance of digital images (PDF images provided by WC Tourism department).
 - k. Digital image printing provided by contractor.
 1. Panels can be up to 2” thick, the perimeter must have a clean finished appearance with hidden fasteners.
 - m. Provide panel sizes up to 200’ square.
 - n. Work to be performed between the hours of 7 AM and 5PM, Monday- Friday except during Commissioners meeting which are held on the first and third Tuesday of each month.
 - o. Work shall not interfere with county operations.

2. **Submittals shall be required for the following:**
 - a. Panel frame size, color and shape
 - b. The panel placement in the space
 - c. Fabric material and color
 - d. Sound Absorbing material with data sheet
 - e. Fastening hardware
 3. A minimum of 2-year warranty on all materials, installation and workmanship is required.
 4. On site installation of panels must be completed within 30 calendar days from the notice to proceed. Notice to proceed date will start once all materials have been received.
- E. EVALUATION INFORMATION**
1. Each proposal shall include the following information at a minimum:
 - a. General Description of the Firm, including the office responsible for completion of the work
 - b. Management and Staffing Plan to identify the key personnel assigned to the project
 - c. Qualifications of the firm, including specific qualifications of the Project Manager and key personnel
 - d. Approach to completion of this project
 - e. Quality Control program description
 - f. References for similar projects
 - g. Cost proposal as described in the Proposal Form
 - h. Schedule of completion including invoicing
- F. GENERAL REQUIREMENTS**
1. The Successful Vendor must be licensed to perform Work in the state of Maryland.
- G. PRE-PROPOSAL CONFERENCE**
1. A pre-proposal meeting will be held on Thursday, March 23, 2023 at 10:30 AM at the Worcester County Government Center, located at 1 Market Street, Snow Hill, MD 21863.
- H. PAYMENT**
1. The County will make payment(s) to the Successful Vendor within thirty calendar days from the receipt of a proper invoice for approved and accepted work performed.
 2. Unless otherwise noted, **all additional charges shall be included in the price quoted.**
 - a. This includes delivery, shipping, and any other materials (proofs, paper, etc.) needed to successfully complete the project according to the terms described.
 - b. The County will not be responsible for any costs incurred by any vendor in preparing and submitting a proposal.
- I. QUESTIONS**
1. The last day for questions is listed under Section I, Subsection C.2.
- J. AWARD**
1. The County intends to award to the Vendor whose Completed Proposal Documents represents the best value to the County.

END OF SECTION

SECTION V: EVALUATION AND SELECTION PROCESS

A. EVALUATION

1. All Vendors are advised that in the event of a receipt of adequate number of Proposal Documents which, in the opinion of the County, require no clarification and/or supplementary information, such Proposal Documents may be evaluated without discussion. Hence, Proposal Documents should be initially submitted on the most complete and favorable terms which Vendors are capable of offering the County. Proposal Documents will be evaluated using the following criteria:

Weighting Factor	Criterion
10%	Qualifications of the Organization
20%	Vendor's understanding of the purpose and objectives of the specified work
10%	Vendor's organizational capacity to meet the demands of the RFP specifications
30%	Vendor's knowledge and experience to perform the specified work. (based on previous jobs of a similar nature)
30%	Price

2. Each Vendor will be rated for each criterion on a scale of zero to four as described below.

Unacceptable	0
Poor	1
Fair	2
Good	3
Superior	4

- a. A Vendor's final grade will be the sum of each criterion's rating multiplied by the weighting factor listed above.
3. After identifying the short list of the most qualified Vendor(s) based on the evaluation criteria, representative(s) may be required to clarify their Proposals by making individual presentations to the evaluation committee.
4. The County may enter into negotiations with Vendors and invite best and final offers as deemed to be in the best interest of the County. Negotiations may be in the form of face-to-face, telephone, facsimile, e-mail or written communications, or any combination thereof, at the County's sole discretion.
5. Vendors are strongly advised not to prepare their Proposal submissions based on any assumption or understanding that negotiations will take place. Vendors are advised to respond to this Request for Proposals fully and with forth-rightness at the time of Proposal submission.
6. Vendors are strongly cautioned not to contact elected officials or members of the evaluation committee. All questions and comments should be directed through the Purchasing Department. Inappropriate efforts to lobby or influence individuals involved in this selection may result in dismissal from further consideration, at the County's sole discretion.

END OF SECTION

THIS AND PREVIOUS SECTIONS, OTHER THAN THE COVER PAGE, DO NOT NEED TO BE RETURNED WITH SUBMITTAL

FORM OF PROPOSAL

To whom it may concern:

We hereby submit our Proposal Documents for “Worcester County Government Center Sound Attenuating Project” as indicated in the Proposal Documents. Having carefully examined the Proposal Documents and having received clarification on all items of conflict or upon which any doubt arose, the undersigned hereby requests consideration of our Vendor for award of the referenced Proposal.

ITEM	DESCRIPTION	EXTENDED PRICE
1	Provide labor, materials and equipment for the purchasing and installation of Sound Attenuating Panels in the Worcester County Government Center as stated in the Proposal Specifications.	

The Vendor agrees that the proposal will be good for at least sixty (60) days unless otherwise indicated in the proposal specifications.

Vendor agrees to have on site installation of panels completed within 30 calendar days of Notice to Proceed. (Yes)___ (No) ___ Check One.

Is your company currently involved in any active litigation? (Yes)___ (No) ___ CHECK One.

Have you included your certificate of good standing with the State of Maryland? (See Section I, Subsection H.1 for more information.) (Yes)___ (No) ___ CHECK One.

Is your company currently involved in any mergers or acquisitions? (Yes)___ (No) ___ CHECK One.

Has your organization compiled your Completed Proposal Document as per Section I, subsection D.3 and in accordance with the Proposal Specifications Section of this Proposal Document?
(Yes)___ (No) ___ CHECK One

NOTE: THIS PROPOSAL FORM MUST BE SIGNED BY AN OFFICER OF YOUR COMPANY OR AN AUTHORIZED AGENT FOR THIS PROPOSAL TO BE CONSIDERED VALID BY THE COUNTY.

Sign for Identification

Printed Name

Title

Email

REFERENCES

List three references for which the Vendor has provided Goods/Services similar to those requested in the Proposal Document within the last 12-36 months. Include contact name, address, telephone number, email address and services provided.

Company Name:		Company Name:	
Type of Project:		Type of Project:	
Address:		Address:	
Town, State, Zip Code:		Town, State, Zip Code:	
Contact Person:		Contact Person:	
Telephone Number:		Telephone Number:	
Email:		Email:	
Date of Service:		Date of Service:	
Company Name:			
Type of Project:			
Address:			
Town, State, Zip Code:			
Contact Person:			
Telephone Number:			
Email:			
Date of Service:			

Sign for Identification

Printed Name

EXCEPTIONS

The undersigned hereby certifies that, except as listed below, or on separate sheets attached hereto, the enclosed Completed Proposal Document covers all items as specified.

EXCEPTIONS:

(If none, write none) _____

How did you hear about this solicitation?

- Worcester County's Website
- eMaryland Marketplace Advantage (eMMA)
- Newspaper Advertisement
- Direct email
- Other _____

The vendor hereby acknowledges receipt of the following addenda.

<u>Number</u>	<u>Date</u>	<u>Initials</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

Sign for Identification

Printed Name

INDIVIDUAL PRINCIPAL

Vendor Name: _____
Signed By: _____ In the presence of: _____
Address of Vendor: _____ Town, State, Zip _____
Telephone No.: _____ Fax: _____ Email: _____

CO-PARTNERSHIP PRINCIPAL

Name of Co-Partnership: _____
Address: _____ Town, State, Zip _____
Telephone No.: _____ Fax: _____
Signed By: _____ In the presence of: _____
Partner Witness
Signed By: _____ In the presence of: _____
Partner Witness
Signed By: _____ In the presence of: _____
Partner Witness

CORPORATE PRINCIPAL

Name of Corporation: _____
Address: _____ Town, State, Zip _____
Telephone No.: _____ Fax: _____
Signed By: _____ In the presence of: _____
President Witness
Attest: _____
Corporate Secretary

Affix Corporate Seal

VENDOR’S AFFIDAVIT OF QUALIFICATION TO BID

I HEREBY AFFIRM THAT:

I, _____ am the _____
(Printed Name) (title)
and the duly authorized representative of the Vendor of
_____ whose address is
(name of corporation)

_____ and that I possess the legal authority to make this affidavit on behalf of myself and the Vendor for which I am acting.

Except as described in paragraph 3 below, neither I nor the above Vendor, nor to the best of my knowledge and of its officers, directors or partners, or any of its employees directly involved in obtaining contracts with the State or any county, bi-county or multi-county agency, or subdivision of the State have been convicted of, or have pleaded nolo-contendere to a charge of, or have during the course of an official investigation or other proceeding admitted in writing or under oath acts or omissions which constitute, bribery, attempted bribery, or conspiracy to bribe under the provisions of Article 27 of the Annotated Code of Maryland or under the laws of any state or federal government (conduct prior to July 1, 1977 is not required to be reported).

(State “none” or, as appropriate, list any conviction, plea or admission described in paragraph 2 above, with the date, court, official or administrative body, the individuals involved and their position with the Vendor, and the sentence or disposition, if any.)

I acknowledge that this affidavit is to be furnished to the County, I acknowledge that, if the representations set forth in this affidavit are not true and correct, the County may terminate any Contract awarded and take any other appropriate action. I further acknowledge that I am executing this affidavit in compliance with section 16D of Article 78A of the Annotated Code of Maryland, which provides that certain persons who have been convicted of or have admitted to bribery, attempted bribery or conspiracy to bribe may be disqualified, either by operation of law or after a hearing, from entering into contracts with the State or any of its agencies or subdivisions.

I do solemnly declare and affirm under the penalties of perjury that the contents of this affidavit are true and correct.

Sign for Identification

Printed Name

NON-COLLUSIVE AFFIDAVIT

_____ being first duly sworn,
deposes and says that:

1. He/she is the _____, (Owner, Partner, Officer, Representative or Agent) of _____, the Vendor that has submitted the attached Proposal Documents;
2. He/she is fully informed respecting the preparation and contents of the attached Proposal Document and of all pertinent circumstances respecting such Proposal Documents;
3. Such Proposal Document is genuine and is not a collusive or sham Proposal Document;
4. Neither the said Vendor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Vendor, firm, or person to submit a collusive or sham Proposal Document in connection with the Work for which the attached Proposal Document has been submitted; or to refrain from bidding in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Vendor, firm, or person to fix the price or prices in the attached Proposal Document or of any other Vendor, or to fix any overhead, profit, or cost elements on the Proposal Document price or the Proposal Document price of any other Vendor, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any disadvantage against (Recipient), or any person interested in the Work;
5. The price or prices quoted in the attached Proposal Document are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Vendor or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

Signed, sealed and delivered in the presence of:

Witness

By: _____
Signature

Witness

Printed Name

Title

EXHIBIT A

WORCESTER COUNTY MARYLAND
STANDARD TERMS AND CONDITIONS

The provisions below are applicable to all Worcester County (“County”) contracts. These provisions are not a complete agreement. These provisions must be attached to an executed document that identifies the work to be performed, compensation, term, incorporated attachments, and any special conditions (“Contract”). If the Standard Terms and any other part of the Contract conflict, then the Standard Terms will prevail.

1. **Amendment.** Amendments to the Contract must be in writing and signed by the parties.
2. **Bankruptcy.** If a bankruptcy proceeding by or against the Contractor is filed, then:
 - a. The Contractor must notify the County immediately; and
 - b. The County may cancel the Contract or affirm the Contract and hold the Contractor responsible for damages.
3. **Compliance with Law.** Contractor must comply with all applicable federal, state, and local law. Contractor is qualified to do business in the State of Maryland. Contractor must obtain, at its expense, all licenses, permits, insurance, and governmental approvals needed to perform its obligations under the Contract.
4. **Contingent Fee Prohibition.** The Contractor has not directed anyone, other than its employee or agent, to solicit the Contract and it has not promised to pay anyone a commission, percentage, brokerage fee, contingent fee, or other consideration contingent on the making of the Contract.
5. **Counterparts and Signature.** The Contract may be executed in several counterparts, each of which may be an original and all of which will be the same instrument. The Contract may be signed in writing or by electronic signature, including by email. An electronic signature, a facsimile copy, or computer image of the Contract will have the same effect as an original signed copy.
6. **Exclusive Jurisdiction.** All legal proceedings related to this Contract must be exclusively filed, tried, and maintained in either the District Court of Maryland for Worcester County, Maryland or the Circuit Court of Worcester County, Maryland. The parties expressly waive any right to remove the matter to any other state or federal venue and waive any right to a jury trial.
7. **Force Majeure.** The parties are not responsible for delay or default caused by fire, riot, acts of God, County-declaration-of-emergency, or war beyond their reasonable control. The parties must make all reasonable efforts to eliminate a cause of delay or default and must, upon cessation, diligently pursue their obligations under the Contract.
8. **Governing Law.** The Contract is governed by the laws of Maryland and the County.
9. **Indemnification.** The Contractor must indemnify the County and its agents from all liability, penalties, costs, damages, or claims (including attorney’s fees) resulting from personal injury, death, or damage to property that arises from or is connected to the performance of the work or failure to perform its obligations under the Contract. All indemnification provisions will survive the expiration or termination of the Contract.

10. Independent Contractor.

- a. Contractor is an “Independent Contractor”, not an employee. Although the County may determine the delivery schedule for the work and evaluate the quality of the work, the County will not control the means or manner of the Contractor’s performance.
- b. Contractor is responsible for all applicable taxes on any compensation paid under the Contract. Contractor is not eligible for any federal Social Security, unemployment insurance, or workers’ compensation benefits under the Contract.
- c. Contractor must immediately provide the County notice of any claim made against Contractor by any third party.

11. Insurance Requirements.

- a. Contractor must have Commercial General Liability Insurance in the amounts listed below. The insurance must include coverage for personal injury, discrimination, and civil rights violation claims. All insurance must name County, its employees, and agents as “ADDITIONAL INSURED”. A copy of the certificate of insurance must be filed with the County before the Contract is executed, providing coverage in the amount of \$1,000,000 per occurrence, \$2,000,000 general aggregate, and \$500,000 for property damage.
- b. Contractor must have automobile insurance on all vehicles used in the Contract to protect Contractor against claims for damages resulting from bodily injury, including wrongful death, and property damage that may arise from the operations in connection with the Contract. All insurance must name County, its employees, and agents as “ADDITIONAL INSURED”.
- c. Contractor must provide the County with a certification of Workers’ Compensation Insurance, with employer’s liability in the minimum amount required by Maryland law in effect for each year of the Contract.
- d. All insurance policies must have a minimum 30 days’ notice of cancellation. The County must be notified immediately upon cancellation.
- e. When insurance coverage is renewed, Contractor must provide new certificates of insurance prior to expiration of current policies.

12. Nondiscrimination. Contractor must not discriminate against any worker, employee, or applicant because of religion, race, sex, age, sexual orientation, physical or mental disability, or perceived disability. This provision must be incorporated in all subcontracts related to the Contract.

13. Ownership of Documents; Intellectual Property.

- a. All documents prepared under the Contract must be available to the County upon request and will become the exclusive property of the County upon termination or completion of the services. The County may use the documents without restriction or without additional compensation to the Contractor. The County will be the owner of the documents for the purposes of copyright, patent, or trademark registration.
- b. If the Contractor obtains, uses, or subcontracts for any intellectual property, then it must provide an assignment to the County of ownership or use of the property.
- c. The Contractor must indemnify the County from all claims of infringement related to

the use of any patented design, device, materials, or process, or any trademark or copyright, and must indemnify the County, its officers, agents, and employees with respect to any claim, action, costs, or infringement, for royalties or user fees, arising out of purchase or use of materials, construction, supplies, equipment, or services covered by the Contract.

14. **Payments.** Payments to the Contractor under the Contract will be within 30 days of the County's receipt of a proper invoice from the Contractor. If an invoice remains unpaid 45 days after the invoice was received, interest will accrue at 6% per year.
15. **Records.** Contractor must maintain fiscal records relating to the Contract in accordance with generally accepted accounting principles. All other relevant records must be retained by Contractor and kept accessible for at least three years after final payment, termination of the Contract, or until the conclusion of any audit, controversy, or litigation related to the Contract. All subcontracts must comply with these provisions. County may access all records of the Contractor related to the Contract.
16. **Remedies.**
 - a. **Corrections of errors and omissions.** Contractor must perform work necessary to correct errors and omissions in the services required under the Contract, without undue delays and cost to the County. The County's acceptance will not relieve the Contractor of the responsibility of subsequent corrections of errors.
 - b. **Set-off.** The County may deduct from any amounts payable to the Contractor any back-charges, penalties, or damages sustained by the County, its agents, or employees caused by Contractor's breach. Contractor will not be relieved of liability for any costs caused by a failure to satisfactorily perform the services.
 - c. **Cumulative.** These remedies are cumulative and without waiver of any others.
17. **Responsibility of Contractor.**
 - a. The Contractor must perform the services with the standard of care, skill, and diligence normally provided by a Contractor in the performance of services similar the services.
 - b. Notwithstanding any review, approval, acceptance, or payment for the services by the County, the Contractor will be responsible for the accuracy of any work, design, drawings, specifications, and materials furnished by the Contractor under the Contract.
 - c. If the Contractor fails to conform with subparagraph (a) above, then it must, if required by the County, perform at its own expense any service necessary for the correction of any deficiencies or damages resulting from the Contractor's failure. This obligation is in addition to any other remedy available to the County.
18. **Severability/Waiver.** If a court finds any term of the Contract to be invalid, the validity of the remaining terms will not be affected. The failure of either party to enforce any term of the Contract is not a waiver by that party.
19. **Subcontracting or Assignment.** The Contractor may not subcontract or assign any part of the Contract without the prior written consent of the County. The County may withhold consent for any reason the County deems appropriate.

20. **Termination.** If the Contractor violates any provision of the Contract, the County may terminate the Contract by written notice. All finished or unfinished work provided by the Contractor will, at the County's option, become the County's property. The County will pay the Contractor fair compensation for satisfactory performance that occurred before termination less the amount of damages caused by the Contractor's breach. If the damages are more than the compensation payable to the Contractor, the Contractor will remain liable after termination and the County can affirmatively collect damages.
21. **Termination of Contract for Convenience.** Upon written notice, the County may terminate the Contract when the County determines termination is in the County's best interest. Termination for convenience is effective on the date specified in the County's written notice. The County will pay for reasonable costs allocable to the Contract for costs incurred by the Contractor up to the date of termination. But the Contractor will not be reimbursed for any anticipatory profits that have not been earned before termination.
22. **Termination of Multi-year Contract.** If funds are not available for any fiscal period of the Contract after the first fiscal period, then the Contract will be terminated automatically as of the beginning of unfunded fiscal period. Termination will discharge the Contractor and the County from future performance of the Contract, but not from their rights and obligations existing at the time of termination.
23. **Third Party Beneficiaries.** The County and Contractor are the only parties to the Contract and are the only parties entitled to enforce its terms. Nothing in the Contract gives any benefit or right to third persons unless individually identified by name and expressly described as intended beneficiaries of the Contract.
24. **Use of County Facilities.** Contractor may only County facilities that are needed to perform the Contract. County has no responsibility for the loss or damage to Contractor's personal property which may be stored on County property.
25. **Whole Contract.** The Contract, the Standard Terms, and attachments are the complete agreement between the parties and supersede all earlier agreements, proposals, or other communications between the parties relating to the subject matter of the Contract.



Worcester County Government
One West Market Street | Room 1103 | Snow Hill MD 21863-1195
(410) 632-1194 | (410) 632-3131 (fax) | admin@co.worcester.md.us | www.co.worcester.md.us

MEMORANDUM

TO: Worcester County Commissioners
FROM: Nicholas W. Rice, Procurement Officer
DATE: March 7, 2023
RE: Request to Bid – Disaster Debris Management

Attached for your review and approval are proposal documents for emergency disaster recovery services. This request for proposal (RFP) of a debris management contract is vital in Worcester County’s ability to qualify and secure federal compensation due to any declared natural or man-made disaster in accordance with Federal Emergency Management Agency (FEMA) requirements.

With commissioner’s approval we are looking for a primary and secondary contract to ensure we have the tools needed to protect all residents and visitors when the disaster occurs. By securing two separate contracts Worcester County is ensuring public safety and security in our time of need. Our Debris Management RFP has been reviewed and approved by the Maryland Department of Emergency Management and will qualify our county for Federal Emergency Management Agency funding compensation under the Stafford Act and other disaster related federal programs.

Once the Commissioners have had the opportunity to review these documents, it is requested that authorization be provided to solicit proposals for these services.

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

**Worcester County Administration
1 West Market Street, Room 1103
Snow Hill, Maryland 21863**



REQUEST FOR PROPOSAL

PROJECT: Disaster Debris Management

DEPARTMENT: Emergency Services

VENDOR:

NAME: _____

ADDRESS: _____

PROPOSAL OPENING:

DATE: Tuesday, April 11, 2023

TIME: 2:30 PM

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SECTION I: INTRODUCTION**A. PURPOSE**

1. The purpose of this Request for Proposal Document is for Worcester County (“County”) to enter into contracts at no immediate or annual cost to Worcester County. Contractors will be required to provide emergency disaster recovery services including, but not limited to, a debris management plan, clean-up, demolition, removal, reduction and disposal of debris resulting from a natural or manmade disaster as directed by Worcester County in order to eliminate immediate threats to public health and safety in conformity with the requirements contained herein (“Proposal Document(s”).

B. CLARIFICATION OF TERMS

1. Firms or individuals that submit a proposal for award of a contract (“Contract”) are referred to as vendors (“Vendors”) in this document. The Vendor that is awarded the Contract is herein referred to as the (“Successful Vendor”).

C. QUESTIONS AND INQUIRES

1. Questions must be addressed in writing to the Worcester County Procurement Officer at nrice@co.worcester.md.us.
2. The last date to submit questions for clarification will be **noon on Monday, April 3, 2023**.
3. Addenda are posted on the County website at <https://www.co.worcester.md.us/> under County Info: Bid Board: at <https://www.co.worcester.md.us/commissioners/bids> at least five calendar days before proposal opening.
4. It is the Vendors responsibly to make sure all addenda are acknowledged in their proposal. Failure to do so could result in the proposal being disqualified.

D. FILLING OUT PROPOSAL DOCUMENTS

1. Use only forms supplied by the County.
2. One unbound original and five bound copies of the proposal form and any required attachments must be submitted in the solicitation and can be submitted in the same envelope unless otherwise instructed.
3. Proposal Documents should be complied as follows: (1) Cover letter, (2) Form of Proposal, (3) References, (4) Exceptions Document and Signed addenda, if necessary (5) Individual Principal Document, (6) Vendor’s Affidavit of Qualification to Bid, and (7) Non-Collusive Affidavit
4. Where so indicated by the make-up of the Proposal Documents, sums will be expressed in both words and figures, and in the case of a discrepancy between the two, the amount written in words will govern. In the event there is a discrepancy between the unit price and the extended totals, the unit prices will govern.
5. Any interlineation, alteration, or erasure will be initialed by the signer of the Proposal Documents.
6. Each copy of the Proposal Documents will be signed by the person(s) legally authorized to bind the Vendor to a contract, using the legal name of the signer. Proposal Documents submitted by an agent will have a current Power of Attorney attached certifying the agent’s authority to bind the Vendor.
7. Vendor will supply all information and submittals required by the Proposal Documents to constitute a proper and responsible completed Proposal Document package.

8. Any ambiguity in the Proposal Documents as a result of omission, error, lack of clarity or non-compliance by the Vendor with specifications, instructions, and/or all conditions of bidding will be construed in the light most favorable to the County.

E. SUBMISSION OF PROPOSAL DOCUMENTS

1. All copies of the Proposal Documents and any other documents required to be submitted with the Proposal Documents will be enclosed in a sealed envelope. The envelope will be addressed to the Worcester County Commissioners and will be identified with the project name: **DISASTER DEBRIS MANAGEMENT** and the Vendor's name and address. If the Proposal Documents are sent by mail, the sealed envelope will be enclosed in a separate mailing envelope with the notation "SEALED PROPOSAL DOCUMENTS ENCLOSED" on the face thereof.
2. Proposals must be mailed or hand carried to the **Worcester County Administration Office, 1 West Market Street, Room 1103, Snow Hill, MD 21863**, in order to be received **prior** to the announced proposal deadline. *Proposals received after said time or delivered to the wrong location will be returned to the Vendor unopened.*
3. **Proposals are due and will be opened at the time listed on the front of this Proposal Document.**
4. If you are delivering a proposal in person please keep in mind to allow time to get through security and into the Administration Office. It is fully the responsibility of the Vendor to ensure that the proposal is received on time.
5. The County will not speculate as to reasonableness of the postmark, nor comment on the apparent failure of a public carrier to have made prompt delivery of the proposal.
6. Vendors, or their authorized agents, are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting Proposal Documents; failure to do so will be at the Vendor's own risk.
7. A fully executed Affidavit of Qualification to Bid will be attached to each Proposal Document.
8. Minority vendors are encouraged to participate.
9. All Vendor submitted Proposal Documents will be valid for a minimum of sixty days from the date of Proposal Document opening.
10. Electronically mailed proposals are **not** considered sealed proposals and will **not** be accepted.

F. OPENING OF PROPOSALS

1. Proposal Documents received on time will be opened publicly and Vendor's names and total costs will be read aloud for the record.
2. The Contract will be awarded or all Proposal Documents will be rejected within sixty days from the date of the Proposal Document opening.

G. ACCEPTANCE OR REJECTION OF PROPOSALS

1. Unless otherwise specified, the Contract will be awarded to the most responsible and responsive Vendor complying with the provisions of the Proposal Documents, provided the proposal does not exceed the funds available, and it is in the best interest of the County to accept it. The County reserves the right to reject the Proposal Documents of any Vendor who has previously failed to perform properly in any way or complete on time contracts of a similar nature; or a Proposal Document from a Vendor who, investigation shows, is not in a position to perform the Contract; or Proposal Documents from any person, firm, or corporation which is in arrears or in default to the County for any debt or contract.

2. Completed Proposal Documents from Vendors debarred from doing business with the State of Maryland or the Federal Government will not be accepted.
3. In determining a Vendor's responsibility, the County may consider the following qualifications, in addition to price:
 - a. Ability, capacity, and skill to provide the commodities or services required within the specified time, including future maintenance and service, and including current financial statement or other evidence of pecuniary resources and necessary facilities.
 - b. Character, integrity, reputation, experience and efficiency.
 - c. Quality of past performance on previous or existing contracts, including a list of current and past contracts and other evidence of performance ability.
 - d. Previous and existing compliance with laws and ordinances relating to contracts with the County and to the Vendor's employment practices.
 - e. Evidence of adequate insurance to comply with Contract terms and conditions.
 - f. Statement of current work load and capacity to perform/provide the Goods and/or Services.
 - g. Explanation of methods to be used in fulfilling the Contract.
 - h. The Vendor, if requested, will be prepared to supply evidence of its qualifications, listed above, and its capacity to provide/perform the Goods and/or Services; such evidence to be supplied within a specified time and to the satisfaction of the County.
4. In determining a Vendor's responsiveness, the County will consider whether the Proposal Document conforms in all material respects to the Proposal Documents. The County reserves the right to waive any irregularities that may be in its best interest to do so.
5. The County will have the right to reject any and all Proposal Documents, where applicable to accept in whole or in part, to add or delete quantities, to waive any informalities or irregularities in the Proposal Document received, to reject a Proposal Document not accompanied by required Bid security or other data required by the Proposal Documents, and to accept or reject any Proposal Document which deviates from specifications when in the best interest of the County. Irrespective of any of the foregoing, the County will have the right to award the Contract in its own best interests.

H. QUALIFICATIONS

1. The Vendor must be in compliance with the laws regarding conducting business in the State of Maryland.
 All Vendors shall provide a copy Certificate of Status from the Maryland Department of Assessments and Taxation, evidencing the Vendor is in good standing with the State of Maryland. See https://sdatcert1.resiusa.org/certificate_net/ for information on obtaining the Certificate of Status. *Certificates of status are not available for trade names, name reservations, government agencies, sole proprietorships, and some other accounts as these are not legal entities and thus are not required for these categories of Vendors.* For more information on the Certificate of Status please see <http://www.dat.state.md.us/sdatweb/COSinfo.html> .
2. Worcester County reserves the right, at its sole discretion, to extend the date this documentation must be provided. The Vendor's inability to provide this documentation could result in the proposal being rejected.

I. **DESCRIPTIVE LITERATURE**

1. The proposed descriptive literature fully describing the product bid is what is intended to be included as the price. Failure to do so may be cause for rejection of the proposal.
2. Any items, systems or devices supplied in this proposal that are proprietary in nature relative to maintenance, repair, servicing or updating must be disclosed on the proposal form.

J. **NOTICE TO VENDORS**

1. Before a Vendor submits the Proposal Documents it will need to become fully informed as to the extent and character of the Goods and/or Services required and are expected to completely familiarize themselves with the requirements of this Proposal Document's specifications. Failure to do so will not relieve the Vendor of the responsibility to fully perform in accordance therewith. No consideration will be granted for any alleged misunderstanding of the material to be furnished or the Services to be performed, it being understood that the submission of a Proposal Document is an agreement with all of the items and conditions referred to herein.

K. **PIGGYBACKING**

1. Worcester County may authorize, upon request, any governmental entity (hereafter Authorized User) within the County to purchase items under the contract awarded pursuant to this proposal solicitation.
2. All purchase orders issued against the contract by an authorized User shall be honored by the Successful Vendor in accordance with all terms and conditions of this contract.
3. The issuance of a purchase order by an Authorized User pursuant to this provision shall constitute an express assumption of all contractual obligations, covenants, conditions and terms of the contract. A breach of the contract by any particular Authorized User shall neither constitute nor be deemed a breach of the contract as a whole which shall remain in full force and effect, and shall not affect the validity of the contract nor the obligations of the Successful Vendor thereunder respecting the County.
4. The County specifically and expressly disclaims any and all liability for any breach by an Authorized User other than the County and each such Authorized User and Successful Vendor guarantee to save the County, its officers, agents and employees harmless from any liability that may be or is imposed by the Authorized User's failure to perform in accordance with its obligations under the contract.

END OF SECTION

SECTION II: GENERAL INFORMATION**A. ECONOMY OF PROPOSAL**

1. Proposal Documents will be prepared simply and economically, providing straightforward and concise description of the Vendor's capabilities to satisfy the requirements of the Proposal Documents. Emphasis should be on completeness and clarity of content. Elaborate brochures and other representations beyond that sufficient to present a complete and effective Proposal Document are neither required nor desired.

B. PUBLIC INFORMATION ACT (PIA)

1. Worcester County is subject to the Maryland Public Information Act and may be required to release proposal submissions in accordance with the Act.
2. Any materials the Vendor deems to be proprietary or copyrighted must be marked as such; however, the material may still be subject to analysis under the Maryland Public Information Act.
 - a. The Vendor may invoke proprietary information or trade secret protection for submission of any data/material by (1) identifying the data/material in a written description, (2) clearly marking the data/material as proprietary, and (3) providing a written statement detailing the reasons why protection is necessary. The County reserves the right to ask for additional clarification prior to establishing protection.
 - b. **Each individual page shall be identified in boldface at the top as "CONFIDENTIAL" in a font size of 14 or larger.** Any section of the proposal that is to remain confidential shall also be so marked in boldface on the title page of that section along with each individual page within that section. Cost information and any other public information may not be deemed confidential; therefore, it is requested that only the necessary confidential pages be marked.

C. CONTRACT AWARD

1. A written award by the County to the Successful Vendor in the form of a Purchase Order or other contract document will result in a binding Contract without further action by either party. If the Successful Vendor fails or refuses to sign and deliver the Contract and the required insurance documentation, the County will have the right to award to the next responsible and responsive Vendor. Contract will be executed by the Successful Vendor within fourteen calendar days of receipt of the Contract.
2. Proposal Documents and Contracts issued by the County will bind the Vendor to applicable conditions and requirements herein set forth, unless otherwise specified in the Proposal Documents, and are subject to all federal, state, and municipal laws, rules, regulations, and limitations.
3. County personal property taxes ("Taxes") must be on a current basis; if any such Taxes are delinquent, they must be paid before award of Contract. Failure to pay will result in the award of Contract to another Vendor.
4. The County reserves the right to engage in individual discussions and interviews with those Vendors deemed fully qualified, responsible, suitable and professionally competent to provide the required Goods and/or Services should the project size warrant it. Vendors will be encouraged to elaborate on their qualifications, performance data, and staff expertise.

D. AUDIT

1. The Successful Vendor agrees to retain all books, records, and other documents relative to the awarded Contract for five years after final payment, or until audited. The County, its authorized agents, and/or State auditors will have full access to and the right to examine any of said materials during said period.

E. NONPERFORMANCE

1. The County reserves the right to inspect all operations and to withhold payment for any goods not performed or not performed in accordance with the specifications in this Proposal Document. Errors, omissions or mistakes in performance will be corrected at no cost to the County. Failure to do so will be cause for withholding of payment for that Goods and/or Services. In addition, if deficiencies are not corrected in a timely manner, the County may characterize the Successful Vendor as uncooperative, which may jeopardize future project order solicitations.

F. MODIFICATION OR WITHDRAWAL OF PROPOSAL

1. A Proposal Document may not be modified, withdrawn, or cancelled by the Vendor during the stipulated time period following the time and date designated for the receipt of Proposal Documents, and each Vendor so agrees in submitting Proposal Documents.

G. DEFAULT

1. The Contract may be cancelled or annulled by the County in whole or in part by written notice of default to the Successful Vendor upon non-performance, violation of Contract terms, delivery failure, bankruptcy or insolvency, any violation of state or local laws, or the making of an assignment for the benefit of creditors. An award may then be made to the next most highly rated Vendor, or when time is of the essence, similar commodities and/or service may be purchased on the open market. In either event, the defaulting Vendor (or his surety) will be liable to the County for cost to the County in excess of the defaulted Contract price.
2. If a representative or warranty of either Party to the Contract is false or misleading in any material respect, or if either Party breaches a material provision of the Contract (“Cause”), the non-breaching Party will give the other Party written notice of such cause. If such Cause is not remedied within fifteen calendar days (“Cure Period”) after receipt of such notice, (unless, with respect to those Causes which cannot be reasonably corrected or remedied within the Cure Period, the breaching Party will have commenced to correct or remedy the same within such Cure Period and thereafter will proceed with all due diligence to correct or remedy the same), the Party giving notice will have the right to terminate this Contract upon the expiration of the Cure Period.

H. COLLUSION/FINANCIAL BENEFIT

1. The Vendor certifies that his/her Proposal is made without any previous understanding, agreement, or connection with any person, firm, or corporation making a Proposal Document for the same project; without prior knowledge of competitive prices; and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action.
2. Upon signing the Proposal Document, Vendor certifies that no member of the governing body of the County, or members of his/her immediate family, including spouse, parents or children, or any other officer or employee of the County, or any member or employee of a Commission, Board, or Corporation controlled or appointed by the County Commissioners has received or has been promised, directly or indirectly, any financial benefit, related to this Proposal Document and subsequent Contract.

I. TAX EXEMPTION

1. In buying products directly from a Vendor, Worcester County is exempt from being *directly* charged Federal excise and Maryland sales tax. A copy of an exemption certificate shall be furnished upon request.
2. According to the Office of the Comptroller of Maryland, a *Contractor is responsible for paying sales tax* on his/her purchases relating to any projects or services and should incorporate it into their proposal.
3. Successful Vendors **cannot** use the County tax exemption to buy materials or products used on County projects.

J. CONTRACT CHANGES

1. No claims may be made by anyone that the scope of the project or that the Vendor's Goods and/or Services have been changed (requiring changes to the amount of compensation to the Vendor or other adjustments to the Contract) unless such changes or adjustments have been made by an approved written amendment (Change Order) to the Contract signed by the Chief Administrative Officer (and the County Commissioners, if required), prior to additional Goods and/or Services being initiated. Extra Goods and/or Services performed without prior, approved, written authority will be considered as unauthorized and at the expense of the Vendor. Payment will not be made by the County.
2. No oral conversations, agreements, discussions, or suggestions, which involve changes to the scope of the Contract, made by anyone including any County employee, will be honored or valid. No written agreements or changes to the scope of the Contract made by anyone other than the Procurement Officer (with the Chief Administrative Officer and/or County Commissioners approval, if required) will be honored or valid.
3. If any Change Order in the Goods and/or Services results in a reduction in the Goods and/or Services, the Vendor will neither have, nor assert any claim for, nor be entitled to any additional compensation for damages or for loss of anticipated profits on Goods and/or Services that are eliminated.

K. ADDENDUM

1. No oral statements of any person will modify or otherwise affect or interpret the meaning of the Contract specifications, or the terms, conditions, or other portions of the Contract. All modifications and every request for any interpretation must be addressed to Worcester County's Procurement Officer and to be given consideration, must be received no later than the last day for questions listed in Section I, Subsection C.2.
2. Any and all interpretations, corrections, revisions, and amendments will be issued by the Procurement Officer to all holders of Proposal Documents in the form of written addenda. Vendors are cautioned that any oral statements made by any County employee that materially change any portion of the Proposal Documents cannot be relied upon unless subsequently ratified by a formal written amendment to the Proposal Document.
3. All addenda will be issued so as to be received at least five days prior to the time set for receipt of Proposal Documents, and will become part of the Contract and will be acknowledged in the Proposal Document form. Failure of any Vendor to receive any such addenda will not relieve said Vendor from any obligation under the Proposal Document as submitted.
4. Vendors are cautioned to refrain from including in their Proposal Document any substitutions which are not confirmed by written addenda. To find out whether the County intends to issue an

amendment reflecting an oral statement made by any employee, contact Worcester County's Procurement Officer during normal business hours.

5. The Worcester County Procurement Officer reserves the right to postpone the Proposal Document opening for any major changes occurring in the five-day interim which would otherwise necessitate an Addendum.

L. EXCEPTIONS/ SUBSTITUTIONS

1. Any exceptions or substitutions to the specifications requested should be marked on the proposal form and listed on a separate sheet of paper attached to the proposal.
2. An exception to the specifications may disqualify the proposal. The County will determine if the exception is an essential deviation or a minor item.
3. In the case of a minor deviation, the County maintains the option to award to that Vendor if it determines the performance is not adversely affected by the exception.

M. APPROVED EQUALS

1. In all specifications where a material or article is defined by describing a proprietary product or by using the name of a Vendor or manufacturer, it can be assumed that an approved equal can be substituted.
2. The use of a named product is an attempt to set a particular standard of quality and type that is familiar to the County. Such references are not intended to be restrictive.
3. However, the County shall decide if a product does in fact meet or exceed the quality of the specifications listed in the solicitation. It shall be the responsibility of the Vendor that claims his product is an equal to provide documentation to support such a claim.

N. DELIVERY

1. All items shall be delivered F.O.B. destination and delivery costs and charges included in the proposal unless otherwise stated in the specifications or proposal form.

O. INSURANCE

1. If required by the General Conditions or Terms and Conditions, the Successful Vendor shall provide the County with Certificates of Insurance within ten calendar days of proposal award notification evidencing the required coverage.
2. Successful Vendor must provide Certificates of Insurance before commencing work in connection with the Contract.

P. PROPOSAL EVALUATION

1. Proposal tabulations will be posted on the County website at <https://www.co.worcester.md.us/commissioners/bids>. Click on the Expired Bids & Results tab and find the proposal tabulation for the proposal you are interested in. Proposal tabulations will be posted as soon as reasonably possible after the Proposal opening.

END OF SECTION

SECTION III: GENERAL CONDITIONS**A. DRAWINGS AND SPECIFICATIONS**

1. Should any detail be omitted from the drawings or specifications, or should any errors appear in either, it shall be the duty of the Successful Vendor to notify the County's designated construction inspector.
2. In no case shall the Successful Vendor proceed with the work without notifying and receiving definite instructions from the County. Work wrongly constructed without such notification shall be corrected by the Successful Vendor at his own cost.

B. MATERIALS, SERVICES AND FACILITIES

1. It is understood that, except as otherwise specifically stated in the Proposal Documents, the Successful Vendor will provide and pay for all materials, labor, tools, equipment, water, light, power and transportation, supervision, temporary construction of any nature, and all other services and facilities of any nature whatsoever necessary to execute, complete, and deliver the Work within the specified time.
2. Materials and equipment will be so stored as to insure the preservation of their quality and fitness for the Work. Stored materials and equipment to be incorporated in the Work will be located so as to facilitate prompt inspection.
3. Manufactured articles, materials, and equipment will be applied, installed, connected, erected, used, cleaned and conditioned as directed by the manufacturer.
4. Materials, supplies and equipment will be in accordance with samples submitted by the Successful Vendor and approved by the County.

C. INSPECTION AND TESTING

1. All materials and equipment used in the construction of the Work will be subject to adequate inspection and testing in accordance with generally accepted standards, as required and defined in the Proposal Documents.
2. The County or its representatives may, at any time, enter upon the work and the premises used by the Successful Vendor, and the Successful Vendor shall provide proper and safe facilities to secure convenient access to all parts of the work, and all other facilities necessary for inspection, as may be required.
3. The County will appoint such persons as deemed necessary to properly inspect the materials furnished or to be furnished, and the work done under the contract and to see that the same strictly corresponds with the drawings and specifications. All such materials and workmanship shall be subject to approval of the County. Approval or acceptance of payment shall not be misconstrued as approval of items or work not in conformance with specifications and drawings nor shall it prevent the rejection of said work or materials at any time thereafter during the existence of the contract, should said work or materials be found to be defective, or not in accordance with the requirements of the contract.
4. Work and material will be inspected promptly, but if for any reason should a delay occur, the Successful Vendor shall have no claim for damages or extra compensation.
5. The Successful Vendor shall pay for all inspection costs necessary to complete the work which may be incurred to comply with the requirements of any agency other than the County, such as a railroad, public service utility company, or any other governmental agency or any other agency whose jurisdiction affects the work in any manner unless otherwise specified herein.

D. APPROVAL OF SUBSTITUTION OF MATERIALS

1. Samples of materials shall be submitted by the Successful Vendor for approval before such materials are ordered from the manufacturers or distributors and shall be approved by the County before actual work is begun.
2. It is the intention of these specifications to permit all vendors bidding on this work to secure the fullest amount of competition on the various materials and specialties names herein. Wherever a material or article is defined by describing a proprietary product or by using the name of a vendor or manufacturer, the term or approved equal shall be presumed to be implied unless otherwise stated.

E. PROTECTION OF WORK, PROPERTY AND PERSONS

1. Successful Vendor will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Successful Vendor will take all necessary precautions and programs in connection with the Work. Successful Vendor will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to, all employees on the Work and other persons who may be affected thereby, all the Work and all materials or equipment to be incorporated therein, whether in storage on off the site, and other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.
2. Successful Vendor will comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction. Successful Vendor will erect and maintain, as required by the conditions and progress of the Work, all necessary safeguards for safety and protection. Successful Vendor will notify owners of adjacent utilities when progress of the Work may affect them. The Successful Vendor will remedy all damage, injury or loss to any property caused, directly or indirectly, in whole or in part, by Successful Vendor, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them be liable.
3. In emergencies affecting the safety of persons or the Work or property at the site or adjacent thereto, the Successful Vendor, without special instruction or authorization from the County, will act to prevent threatened damage, injury or loss. Successful Vendor will give the County prompt Written Notice of any significant changes in the Work or deviations from the Proposal Documents caused thereby, and a Change Order will thereupon be issued covering the changes and deviations involved.

F. BARRICADES, DANGER, WARNING AND DETOUR SIGNS

1. The Successful Vendor shall provide, erect and maintain all necessary barricades, sufficient red lights, flares, danger signals and signs, provide a sufficient number of watchmen and take all necessary precautions for the protection of the work and safety of the public.

G. LICENSES AND PERMITS

1. The Successful Vendor shall have all necessary licenses required to do the work and give all notices and obtain and pay all necessary permits required by local laws and regulations for building.
2. State and Federal permits (if applicable) to undertake work have been obtained by the County and accompany these specifications.

H. SUPERVISION

1. The Successful Vendor shall maintain, at all times during the progress of work, a competent and experienced supervisor who shall represent the Successful Vendor, and all directions given to him shall be binding. Important decisions regarding directions, if requested by the supervisor, shall be confirmed in writing.
2. Supervision by the County or its representative does not relieve the Successful Vendor of responsibility for defective work executed under the direct control of the Successful Vendor. Responsibility for defective work rests upon the Successful Vendor, whether discovered by the County prior to final payment or subsequent thereto.

I. CLEAN UP

1. Upon completion of the items within a given location as specified and before monthly estimates will be paid, the construction area and all other areas occupied by the Successful Vendor during the construction of said Contract shall be cleaned of all surplus and discarded materials, bracing, forms, rubbish and temporary structures that were placed there by the Successful Vendor.
2. Disposal of the aforementioned shall be the responsibility of the Successful Vendor.

J. CHANGES IN WORK

1. The County, without invalidating the contract, may order extra work or make changes by altering, adding or deducting from the work with the contract sum being adjusted accordingly.
2. All such work shall be executed under the conditions of the original contract, except that any claim for the extension of time caused thereby shall be adjusted at the time of ordering such change.
3. The value of any such extra work or change shall be determined in one or more of the following ways:
 - a. By estimate and acceptance of lump sum.
 - b. By unit prices named in the contract or subsequently agreed upon.

K. TIME FOR COMPLETION

1. The Work contemplated under this Contract shall be considered as continuous and be completed within the timeframe(s) stated in Section IV of this Proposal Document.
2. The Successful Vendor will be allowed to work eight hours per day, Monday through Friday, except for holidays, fifty-two weeks per year.
3. The Successful Vendor will not be permitted to work on holidays observed by Worcester County or the State of Maryland or on Sundays unless otherwise authorized in writing.
4. In case of an emergency which may require that work be done on Saturdays, Sundays, and Holidays, the Successful Vendor shall request permission of the County to do so. If, in the opinion of the County, the emergency is bonafide, permission may be granted to the Successful Vendor to work such hours as may be determined are necessary by the County. Also, if in the opinion of the County a bonafide emergency exists, the Successful Vendor may be directed to work such hours as may be necessary whether or not the Successful Vendor requests permission to do so.
5. The Successful Vendor shall pay the County for all costs incurred for inspection services required for work permitted during holidays, weekends or in excess of eight hours per day.

L. LIQUIDATED DAMAGES

1. If the Successful Vendor shall fail to start and complete the project within the time frame stated above, the County shall assess liquidated damages in the amounts listed below per calendar day for each and every day the Successful Vendor fails to complete the contract.

<u>Amount of Contract</u>	<u>Liquidated Damages per Day</u>
Less than \$10,000	\$100.00
\$10,000 or less than \$100,000	\$250.00
\$100,000 or less than \$500,000	\$750.00
\$500,000 or more	\$1,000.00
Or will be based on actual cost to the County, whichever is greater.	

2. The designated County project manager reserves the option to extend the scheduled completion date or waive the liquidated damages clause in its entirety if he is of the opinion that extenuating circumstances deemed such action appropriate.

M. CORRECTION OF WORK

1. The Successful Vendor will promptly remove from the premises all Work rejected by the County for failure to comply with the Proposal Documents, whether incorporated in the construction or not, and the Successful Vendor will promptly replace and re-execute the Work in accordance with the Proposal Documents and without expense to the County and will bear the expense of making good all Work of other Vendors destroyed or damaged by such removal or replacement.
2. All removal and replacement Work will be done at the Successful Vendor's expense. If the Successful Vendor does not act to remove such rejected Work within ten days after receipt of Written Notice, the County may remove such Work and store the materials at the expense of the Successful Vendor.

N. CONSTRUCTION SAFETY AND HEALTH STANDARDS

1. It is a condition of this contract, and shall be made a condition of each sub-contract entered into pursuant to this contract, that the Successful Vendor and any sub-contractor shall not require any laborer or mechanic employed in performance of the contract to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health or safety, as determined under construction safety and health standards (Title 29, Code of Federal Regulations, Part 1926, formerly Part 1518, as revised from time to time, promulgated by the United States Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standard Act.) (83 Stat. 96).
2. Failure of Worcester County to inform the Successful Vendor of safety violations will not release the Successful Vendor of his responsibilities.

O. PERFORMANCE AND PAYMENT BONDS

1. The Successful Vendor will be required to provide the County with a Performance Bond and Payment Bond if the total Contract amount exceeds \$100,000, each in the amount of one hundred percent of the Contract Price, with a corporate surety approved by the County for the faithful performance of the Contract.
2. The Successful Vendor will within fourteen calendar days after the receipt of the Contract furnish the County with a Performance Bond and Payment Bond in penal sums equal to the amount of the Contract Price, conditioned upon the performance by the Successful Vendor of all undertakings,

covenants, terms, conditions and agreements of the Proposal Documents, and upon the prompt payment by the Successful Vendor to all persons supplying labor and materials in the prosecution of the Work provided by the Proposal Document. Such Bonds will be executed by the Successful Vendor and corporate bonding company licensed to transact such business in the state in which the Work is to be performed and named on the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Circular Number 570. The expense of these Bonds will be borne by the Successful Vendor. If at any time a surety on any such Bond is declared bankrupt or loses its right to do business in the State of Maryland or is removed from the list of surety companies accepted on federal bonds, Successful Vendor will within ten calendar days after notice from the County to do so, substitute an acceptable Bond(s) in such form and sum and signed by such other surety or sureties as may be satisfactory to the County.

P. GUARANTEE

1. The Successful Vendor shall furnish the County with a one-year guarantee of workmanship and materials, dating from time of acceptance of the project and shall make good any defects which may occur during that period.
2. If any special guarantees in excess of the one-year period are specified by the manufacturer, these guarantees shall take precedence over the one-year period guarantee.
3. Upon completion of work, and before final payment or release of retainage, the Successful Vendor shall submit, and obtain from each subcontractor, material supplier and equipment manufacture general warranties and a notarized asbestos free guarantee.

END OF SECTION

SECTION IV: PROPOSAL SPECIFICATIONS

A. SCOPE

1. The County is seeking proposals from experienced and qualified Vendors to enter into contracts at no immediate or annual cost to Worcester County. Contractors will be required to provide emergency disaster recovery services including, but not limited to, a debris management plan, clean-up, demolition, removal, reduction and disposal of debris resulting from a natural or manmade disaster as directed by Worcester County in order to eliminate immediate threats to public health and safety in accordance with the terms and conditions and specifications set forth in this solicitation.

B. GEOGRAPHIC INFORMATION

1. Worcester County lies in the middle of the three-state region known as the Delmarva Peninsula, so named for the states of Delaware, Maryland, and Virginia.
2. The Delmarva Peninsula is the largest peninsula on the East Coast totaling 170 miles in length and 70 miles in width.
3. Worcester County is the seventh largest county in Maryland, having a land area of 490 square miles. The population of Worcester County is roughly 52,000 people.

C. CONTRACT PRICING

1. Contract pricing will be valid for the term of five years, (“Contract Period”).
2. Pricing must include all labor, materials, tools, and equipment to perform Work.
3. Pricing will not change during the Contract Period.

D. CONTRACT PERIOD RENEWAL OPTION

1. The County reserves the right to extend the Contract Period for three additional one-year terms, provided the Successful Vendor agrees there will be no increase in price for the additional Contract Period(s). The Successful Vendor will notify the County’s Administration Office in writing within 90 calendar days of each subsequent year regarding the Successful Vendor’s decision to hold prices firm for an additional year. The County will then have the option to either extend the Contract Period or re-bid.

E. SUMMARY

1. General:
 - a. Work shall consist of clearing and removing any and all eligible debris as defined by the Federal Emergency Management Agency (“FEMA”) Public Assistance Policy and Guidance, latest version, all applicable State and Federal Disaster Specific Guidance’s (“DSGs”) and policies, and as directed by the County Superintendent of Public Works and or County Debris Manager. Work will include 1) examining debris to determine whether or not debris is eligible, burnable or non-burnable, 2) loading the debris, 3) hauling the debris to an approved Debris Management Site “DMS” or landfill, 4) reducing the debris, 5) hauling the debris to an approved disposal facility, and 6) properly disposing the debris at the DMS or landfill.
 - b. Debris not defined as eligible by the Public Assistance Policy and Guidance (latest version) or State or Federal DSGs or policies will not be loaded, hauled, or dumped under this contract unless written instructions are given to the Contractor by the County Superintendent of Public Works and or County Debris Manager.
 - c. Contractors shall also provide disaster recovery technical program management assistance relating to reimbursement of eligible damage costs from federal and state agencies when available to Worcester County’s officials. Selected

contractors will be subject to constant observation by Worcester County's debris monitoring staff. This staff, which may include a contracted specialist along with staff from other government entities, will ensure debris removal efforts are within Public Assistance guidelines and in compliance with all applicable Federal, State, and local regulations.

- d. While intended for debris removal after any disaster, the primary focus for this work is debris generated by tropical weather (storms/hurricanes). To provide a non-committal estimate of potential contract scope, the U.S. Army Corps of Engineers "Hurricane Debris Estimating Model" was used to predict debris amounts.
- e. All costs associated with the documentation and recovery process shall be included in Contractor's pricing in the Schedules attached. Proposers shall have proven experience with overall management and FEMA requirements including alternative procedures that may be available under pilot programs as well as all rules and regulations to qualify for this scope of work.
- f. Any and all permits that are necessary for the disposal of storm debris will be the contractor's responsibility to obtain in a timely manner.
- g. Contractor should adhere to applicable FEMA and other federal policies in place at the time of contract activation. **Contracts funded with federal grant or loan funds must be procured in a manner that conforms with all applicable Federal laws, policies, and standards, including those under the Uniform Guidance (2 CFR Part 200).**

2. Description of Designated Area:

- a. The designated area for debris removal is bounded by the County limits of the County and includes all public right-of-way's (ROWs), easements, County parks, alleys, and County debris staging areas within the unincorporated areas of the County. Roadways in the municipalities within the County may assign debris removal responsibilities to the County. Debris removal performed on these municipal roadways will be performed as identified by the County Superintendent of Public Works and or County Debris Manager.
- b. All debris identified by the County Superintendent of Public Works and or County Debris Manager shall be removed. The Contractor shall make multiple complete passes through the County, removing all debris along each street right-of-way. Partial removal of debris piles is strictly prohibited. The Contractor shall not move from one designated work area to another designated work area without prior approval from the County or its representative. Any eligible debris, such as fallen trees, which extends onto the ROW from private property shall be cut at the point where it enters the ROW and that part of the debris which lies within the ROW shall be removed. The Contractor shall not enter onto private property during the performance of this contract unless specifically authorized by the County Superintendent of Public Works and or County Debris Manager, in writing. No FEMA ineligible debris shall be hauled from the designated area.
- c. Contractor shall deliver debris to disposal sites that have been permitted to receive storm generated debris and adhere to all state, local, and federal regulations.
- d. Debris shall be reasonably compacted into the hauling vehicle. No limbs shall be allowed to protrude more than 6" beyond the sides of the truck bed. Any debris

extending above the top of the bed shall be secured in place so as to prevent it from falling off. Measures must be taken to avoid the blowing of debris out of the hauling vehicle during transport to the disposal site.

- e. All debris shall be mechanically loaded and reasonably compacted into the trucks and trailers. Hauling vehicles that are hand loaded or that require mechanical assistance for dumping will not be permitted to dump at the DMS, unless approved in advance by the County Superintendent of Public Works and or County Debris Manager.
 - f. Loose leaves and small debris in excess of one-bushel basket shall be removed within the designated area. No debris shall be left on the road surface. No single piece of debris larger than six inches (6") in any dimension shall be left on site. Hand crews and rakes will be required.
 - g. Contractor will provide an on-site Project Manager to the County and the County Superintendent of Public Works and or County Debris Manager. The Project Manager shall provide a telephone number to the County with which he or she can be reached for the duration of the project. The Project Manager will be expected at daily meetings with the County Superintendent of Public Works and or County Debris Manager Representatives. Daily meeting topics will include, but not limited to, volume of debris collected, completion progress, County coordination, and damage repairs. Frequency of meetings may be adjusted by the County Superintendent of Public Works and or County Debris Manager Representatives. Contractor Project Manager must be available 24 hours a day, or as required by the County Superintendent of Public Works and or County Debris Manager Representatives.
3. Documentation and Measurement:
- a. Prior to beginning any work, the County, or its representative, shall clearly number each truck hauling debris or piece of equipment loading debris. All vehicles must be certified by the County, or its representative, prior to debris collection. If a vehicle is working under multiple contracts or for multiple communities, it must be re-certified by an authorized County representative each time it returns to work from other contracts or communities.
 - b. Contractor is responsible for ensuring that all subcontractors maintain valid driver's licenses and equipment legally fit for travel on the road.
 - c. The Contractor shall designate one project manager. The representative shall provide a telephone number to the County with which he or she can be reached throughout the duration of the project.
 - d. "Load tickets" will be provided by the County or its representative at the loading site for recording volumes of debris removal.
 - e. Each ticket shall be of a type that consists of one original and four carbon-copy duplicates.
 - f. Load tickets will be issued by an authorized representative of the County at the loading site. The County representative will keep one copy of the ticket, and give four copies to the vehicle operator. Upon arrival at the dumpsite, the vehicle operator will give the four copies to the County representative at the dumpsite. Trucks with less than full capacities will be adjusted down by visual inspection. This determination will be made by the County representative present at the dumpsite. The County representative will validate, enter the estimated debris

quantity, and sign the tickets. The County will keep the original copy and the three remaining duplicate copies will be returned to the vehicle operator for the Contractor's records.

- g. Recent technological advancements have allowed for electronic or automated documentation of debris removal. The use of an Automated Debris Management System (ADMS) is at the discretion of the County and its authorized representatives. The successful proposer should be prepared to manage a debris removal operation that is documented using both paper-based and electronic systems.
 - h. The Contractor shall give written notice of the location for work scheduled 24 hours in advance.
4. Equipment:
- a. All trucks and other equipment must follow all applicable federal, state, tribal, and local rules and regulations. Any truck used to haul debris must be capable of rapidly dumping its load without the assistance of other equipment, be equipped with a tailgate that will effectively contain the debris during transport and permit the truck to be filled to capacity.
 - b. Sideboards or other extensions to the bed are allowable provided they meet all applicable rules and regulations, cover the front and both sides, and are constructed in a manner to withstand severe operating conditions. The sideboards are to be constructed of two inches (2") by six-inch (6") boards or greater and not to extend more than two feet (2') above the metal bed sides. In order to ensure compliance, equipment will be inspected by authorized County representatives prior to its use by the Contractor.
 - c. Trucks or equipment designated for use under this contract shall not be used for any other work during the working hours of this contract. The Contractor shall not solicit work from private citizens or others to be performed in the designated work area during the period of this contract.
 - d. Under no circumstances will the Contractor mix debris hauled for others with debris hauled under this contract.
 - e. Equipment used under this contract shall be rubber-tired and sized properly to fit loading conditions. Excessive size equipment (100 CY and up) and non-rubber-tired equipment must be approved for use on the road by the County Superintendent of Public Works and or County Debris Manager Representatives.
 - f. Hand loaded vehicles are prohibited unless pre-authorized, in writing, by the County Superintendent of Public Works and or County Debris Manager Representatives, following the event. All hand-loaded vehicles will receive an automatic 50% deduction for lack of compaction.
5. Use of Local Resources:
- a. The Contractor shall give first priority to utilizing resources located within the disaster or emergency area. Working Hours: Monday through Saturday, the contract hours shall be 7:00 AM through 7:00 PM. The contract hours shall be 1:00 PM through 7:00 PM on Sunday. No work outside these hours shall be allowed unless approved in advance by the County.
 - b. Contractor will provide the County a schedule of pickup areas by location that forecasts where Contractor intends to pick up debris for the next 72 hours. This information will be updated and provided to the County every 24 hours.

6. Safety:

- a. Contractor shall be solely responsible for providing and maintaining a safe work environment at all work sites. Contractor shall take all reasonable steps to ensure safety for both workers and visitors to the site(s) to include traffic control. Contractor will also be solely responsible to ensure that all OSHA requirements are met and a safety officer is assigned to the project during the duration of this contract. All work shall be accomplished in a safe manner in accordance with EM 385-1-1 (U.S. Army Corps of Engineers, Safety and Health Requirements).

7. Traffic Control:

- a. The Contractor shall be responsible for control of pedestrian and vehicular traffic in the work area. The Contractor shall mitigate impact on local traffic conditions to all extents possible. The Contractor is responsible for establishing and maintaining appropriate traffic control in accordance with the latest Manual of Uniform Traffic Control Devices. The Contractor shall provide sufficient signing, flagging and barricading to ensure the safety of vehicular and pedestrian traffic at all debris removal, reduction and/or disposal site(s). All barricades, warning signs, lights, temporary signals, other protective devices, flagmen and signaling devices used under the performance of this work shall conform to the minimum requirements as set out in the Manual on Uniform Traffic Control Devices for Streets and Highways, Part VI, prepared by the National Joint Committee on Uniform Traffic Control Devices.
- b. Contractor shall provide qualified flagmen where necessary to direct the traffic and shall take all necessary precautions for the protection of the work, and the safety of the public.

8. Work Safety:

- a. The Contractor shall provide and enforce a safe work environment as prescribed in the Occupational Safety and Health Act of 1970, as amended. The Contractor will provide such safety equipment, training and supervision as may be required by Worcester County. The Contractor shall ensure that its subcontracts contain a similar safety provision.
- b. The Contractor shall supervise and direct the work, using skilled labor and proper equipment for all tasks. Safety of the Contractor's personnel and equipment is the responsibility of the Contractor to include maintaining all OSHA safety records and inspections as may be required for this type of service. Additionally, the Contractor shall pay for all materials, personnel, taxes, and fees necessary to perform under the terms of this contract.
- c. The Contractor shall be responsible for installing site security measures and maintaining security for the operation at the site.
- d. The Contractor shall be responsible for fire protection and shall manage the site to minimize the risk of fire.

9. Damage to Public or Private Property:

- a. Contractor is responsible for all damage, injury, or loss to any property caused by the Contractor's debris removal activities/operations.
- b. Contractor shall restore all disturbed areas to their original condition, including re-grading, use of rye grass and permanent grass, and any other means determined to be necessary.

- c. Contractor's failure to restore damage to public or private property to the satisfaction of the County will result in the County withholding retainage money in an amount sufficient to make necessary repairs.
- d. Contractor shall provide the County with a direct contact name and telephone number, along with an email address, for citizens to report damages to their property.

10. Existing Utilities:

- a. Some trees and debris which are to be removed under this contract may be blocked or entangled with overhead power, telephone, and television cables. In this case, it shall be Contractor's responsibility to coordinate directly with the utility owners to arrange for the removal of the debris without damage to the overhead utility lines. Contractor shall pay all such costs to the utility company for any adjustments for damages caused by Contractor's debris removal activities/operations.
- b. Contractor shall make the necessary repairs or pay all costs incurred to repair damaged utilities, as determined by the affected utility company. Repairs to all County-owned water and sewer facilities shall be made by the Contractor.
- c. The following is a list of utility owners believed to have facilities or customers in the project area:
 - i. Choptank Electric Cooperative (877) 892-0001
 - ii. Delmarva Power & Light (800) 375-7117
 - iii. Town of Berlin Electric Utility (410) 641-2770
 - iv. Worcester County Wastewater (410) 641-5251
- d. This list is included for the Contractor's reference and is not intended to be a comprehensive list of all utility owners.

11. Environmental Protection:

- a. All chemicals of whatever nature used during project construction or furnished for project operation must show EPA or USDA approval certification. Their use and disposal of all residues shall be in strict compliance with instructions.
- b. The Contractor shall, at its own expense, ensure that noise and dust pollution is minimized to comply with all local and state ordinances and the approval of the County Superintendent of Public Works and or County Debris Manager. Contractor shall comply in a timely manner with all directions of the County Superintendent of Public Works and or County Debris Manager regarding the use of a water truck or other approved dust abatement measures.
- c. The Contractor shall comply with all laws, rules, regulations and ordinances regarding environmental protection.

12. Emergency Road Clearance

- a. Work shall consist of all labor, equipment, fuel, and miscellaneous costs necessary to clear and remove debris from the County's primary transportation routes/roadways to make them passable immediately following a declared disaster event. All roadways designated by the County Superintendent of Public Works and or County Debris Manager Representatives. shall be clear and passable within a reasonable period of time from the issuance of a Notice to Proceed from the County to conduct emergency roadway clearance work. Clearance of these roadways will be performed as identified by the County Superintendent of Public Works and or County Debris Manager Representatives.

13. Debris Processing

- a. All debris processing shall include, but not be limited to reduction by tub grinding or chipping and/or incineration when approved by Worcester County. Prior to reduction, all debris shall be segregated between vegetative and clean, woody debris; construction and demolition debris; white goods; recyclable debris and household hazardous wastes. Debris collected by Contractor at right-of-way, at the discretion of Worcester County, may be hauled directly to the nearest lawfully permitted landfill, bypassing the DMS.
- b. Loading, hauling, and management of storm-deposited soils (e.g., silt, sand, or mud). This may include tasks like sifting, cleaning and sorting sand before placement back on beaches.

14. Debris Removal from Public Property

- a. Removal of vegetative debris, construction and demolition debris (“C & D Debris”), or other debris from public right-of-way and other public properties. Removal of debris beyond the limits of public rights-of-way as necessary to abate imminent and/or significant threats to public health and safety of the community, when directed by Worcester County.

15. Right-of-Way Vegetative Debris Removal

- a. Vegetative debris existing in the County right-of-way is defined as debris resulting from a hurricane or other natural or man-made disaster which has been or will be placed along public right-of-way’s, easements, County parks, alleys, and County debris staging areas. This includes, but is not limited to:
 - i. Damaged and disturbed trees, tree limbs, bushes, shrubs, brush untreated lumber and wood products.
 - ii. Uprooted trees and/or stumps, tree root balls, trunks, limbs, branches, bags of leaves, and piles of leaves larger than a bushel basket.
 - iii. Broken tree limbs on trees which measure more than two inches in diameter at the point of break.
 - iv. Remains of standing trees which are damaged beyond salvage.
- b. Work shall consist of all labor, equipment, fuel, and miscellaneous costs to pick up and transport vegetative debris existing in the County right-of-way to a County approved DMS or other designated disposal facility.
- c. Cranes may be required for removal of large trees and stumps. Chain saw crews may be required to cut up large trees and stumps.
- d. Vegetative debris which is piled in immediate close proximity to the actual legal street right of-way, and which is accessible from the right-of-way line with loading equipment (i.e., not behind a fence or other physical obstacle) will be deemed to be on the right-of-way, and is to be removed.
- e. Removal of vegetative debris in County right-of-way’s will be performed as identified by the County Debris Manager.

16. Right-of-Way Construction and Demolition (C&D) Debris Removal

- a. C&D debris existing in a County right-of-way is defined as debris resulting from a hurricane or other natural or man-made disaster which has been or will be placed along public right-of way’s, easements, County parks, alleys, and County debris staging areas. This includes, but is not limited to:

- i. Building materials, including wood structural members, concrete blocks, window glass, siding, and roofing materials including shingles or metal roofing panels.
 - ii. Household debris, consisting of damaged furniture and appliances, flooring materials, and the like.
 - iii. Treated timber, plastic, rubber products, sheet rock, cloth items, and carpeting materials.
 - iv. Metal Debris – Various thicknesses of corrugated metal and other thin sheet metal products.
 - b. Work shall consist of all labor, equipment, fuel, and miscellaneous costs to pick up and transport C&D debris existing in County rights-of-way to a County approved DMS or other designated disposal facility.
 - c. C&D debris which is piled in immediate close proximity to the actual legal street right-of-way, and which is accessible from the right-of-way line with loading equipment (i.e., not behind a fence or other physical obstacle) will be deemed to be on the right-of-way, and is to be removed.
 - d. Removal of C&D debris existing in County right-of-way's will be performed as identified by the County Superintendent of Public Works and or County Debris Manager Representatives.
17. Removal of Leaning Trees, Hanging Limbs, and Extraction of Uprooted Stumps
- a. Work shall consist of all labor, equipment, fuel, and miscellaneous costs necessary to remove all hazardous trees six inches (6") or larger in diameter if the tree has 50% or more of the root ball exposed; hanging limbs two inches (2") or greater at the point of break; and uprooted stumps existing in the County right-of-way.
 - b. For trees that have less than 50 % of the root-ball exposed, flush cut the tree to ground level and dispose of the cut portion based on volume or weight.
 - c. Debris generated from the removal of hazardous trees, hanging limbs two inches (2") or greater, and uprooted stumps existing in County right-of-way's will be transported to a County approved DMS or other designated disposal facility.
 - d. Removal and transportation of hazardous trees, hanging limbs two inches (2") or greater, and uprooted stumps existing in the County ROW and private property, as well as scattered vegetative debris on private property, will be performed as identified by the County Superintendent of Public Works and or County Debris Manager Representatives.
 - e. All disaster specific eligibility guidelines regarding size and diameter of leaning trees and uprooted stumps will be communicated to the Contractor, in writing, by the County Superintendent of Public Works and or County Debris Manager Representatives.
 - f. Entry onto private property for the removal of vegetative hazards will only be permitted when directed by the County or its authorized representative. The County will provide specific Right-of-Entry ("ROE") legal and operational procedures.
18. Hazardous Stump Extraction and Removal
- a. The Contractor shall extract and remove all stumps that have 50% or more of the root-ball exposed if the stump is 2 feet (24") or larger in diameter and measure 2 feet above the ground and are determined to be hazardous to public access as

directed by County Superintendent of Public Works and or County Debris Manager Representatives. Stumps will be hauled to DMS where they shall be inspected and categorized by size. Hazardous stumps less than twenty-four inches (24") in diameter will not be paid on a per unit extraction rate.

- b. Backfilling of stump root-ball holes where 50% or more of the root-ball was exposed is required; Clean fill dirt shall be compacted as directed by County Superintendent of Public Works and or County Debris Manager Representatives.
- c. If grinding a stump in-place is less costly than extraction, grinding the stump in-place may be an alternative and directed by the County Superintendent of Public Works and or County Debris Manager Representatives.
- d. In areas with known or high potential for archaeological resources usually requires that FEMA further evaluate and consult with the State Historic Preservation Officer (SHPO) or Tribal Historic Preservation Officer (THPO). If the Contractor discovers any potential archeological resources during stump removal, the Contractor must immediately cease work and notify the County Superintendent of Public Works and or County Debris Manager Representatives.
- e. For stumps that have less than 50% of the root-ball exposed, flush cut the item at ground level and dispose of the cut portion based on volume or weight. Grinding any residual stump is not eligible.
- f. Removal of stumps smaller than 2 feet (24") in diameter will be directed by the County Superintendent of Public Works and or County Debris Manager Representatives.

19. Canal/Waterway Debris Removal

- a. Contractor shall remove storm debris from drainage canals and ditches at direction of Worcester County. This work could include removal of marine vessels and other vehicles. Worcester County will seek approval by FEMA to use Public Assistance funding. If approved, efforts will be monitored for strict compliance with federal regulations regarding eligibility for reimbursement costs. Worcester County may direct and fund this effort independently if FEMA approval is not obtained.

20. Demolition, Removal, & Transport of Non-Regulated Asbestos Containing Material (RACM) (C&D) Structures

- a. Work shall consist of all labor, equipment, fuel, and miscellaneous costs necessary to demolish eligible structures on private property within the jurisdictional limits of the County. Work may include decommissioning, utility disconnects, and permit costs necessary to demolish a structure.
- b. Entry onto private property for the removal of eligible Non-RACM (C&D) debris will only be permitted when directed by the County or its authorized representative. The County will provide specific Right of Entry (ROE) legal and operational procedures. Further, debris generated from the demolition of structures, as well as eligible scattered C&D debris on private property, will be transported to a County approved DMS or other designated disposal facility.
- c. Contractor is required to strictly adhere to any and all local, state, and federal regulatory requirements for the demolition of structures.

21. Demolition, Removal and Transport of RACM Structures

- a. Work shall consist of all labor, equipment, fuel, traffic control costs, and other associated costs necessary to decommission, demolish, and dispose of eligible

RACM structures on private property within the jurisdictional limits of the County. Work will include decommissioning, utility disconnects, and permit costs necessary to demolish a structure. Work will include ACM testing, decommissioning, structural demolition, debris removal, and site remediation.

- b. Entry onto private property for the removal of eligible RACM (C&D) debris will only be permitted when directed by the County or its authorized representative. The County will provide Right of Entry (ROE) operational procedures. Further, eligible debris generated from the demolition of structures, as well as eligible scattered C&D debris on private property, will be transported to an County-approved final disposal site.
- c. Contractor is required to strictly adhere to any and all local, state, and federal regulatory requirements for the demolition of structures.

22. Debris Management Site (DMS): Management and Operations

- a. Work shall consist of all labor, equipment, fuel, and miscellaneous costs necessary to manage and operate DMS for the acceptance, management, segregation, and staging of disaster related debris. DMS layout and ingress and egress plan must be approved by the County Superintendent of Public Works and or County Debris Manager Representatives.
- b. Debris at the DMS will be clearly segregated and managed according to the separately priced collection operations. The County Superintendent of Public Works and or County Debris Manager Representatives reserves the right to inspect the DMS, verify quantities, and review operations at any time.
- c. Contractor is responsible for providing DMS traffic control, dust control, and 24-hour site security.
- d. Contractor shall provide a tower from which the County or its authorized representative can make volumetric load calls. The tower will be provided by the Contractor and must meet the minimum specifications described below.
- e. Upon completion of haul-out activities, Contractor shall remediate the site to pre-disaster condition and obtain a written release from the County or its authorized representative. The management of DMS locations includes assistance in obtaining necessary local, state, and federal permits and operating in accordance with all local, state, and federal regulatory agencies. In addition, Contractor is responsible for operating the DMS in accordance with Occupational Health and Safety Administration (“OSHA”) guidelines.

23. Debris Site Tower Specifications

- a. The Contractor shall provide one tower at each debris management site for the use of County representatives during their inspection of dumping operations. The inspection platform of the tower shall be constructed at a minimum height of 10’ from surrounding grade to finish floor level, have a minimum eight feet (8’) by eight feet (8’) of usable floor area, be covered by a roof with two feet (2’) overhangs on all sides, and be provided with appropriate railings and a stairway. Platform shall be enclosed, starting from platform floor level and extending up four feet (4’), on all four (4) sides.
- b. The Contractor shall provide one portable toilet at each dumpsite for the use of County representatives during their inspection of dumping operations. The portable toilet shall be provided prior to start of any dumping operations and kept

in a sanitary condition by the Contractor throughout the duration of dumping operations.

- c. Care shall be taken to place the towers at a sufficient distance away from any reduction operations. If necessary, dumping operations may be temporarily suspended by the County Superintendent of Public Works and or County Debris Manager Representatives due to unsuitable conditions at the tower.

24. Grinding (Reduction of Storm Generated Debris)

- a. Work shall consist of all labor, equipment, fuel, and miscellaneous costs necessary to reduce storm generated debris by grinding. Reduction methods are at the discretion of the County Superintendent of Public Works and or County Debris Manager Representatives. Grinding must be approved by the County Superintendent of Public Works and or County Debris Manager Representatives prior to commencement of reduction activities.
- b. All un-reduced storm debris must be staged separately at the DMS.
- c. Contractor must obtain approval to reduce C&D debris from County Debris Manager. If approved for reduction by County Superintendent of Public Works and or County Debris Manager Representatives, C&D debris must be reduced via grinding in order for the County to compensate the Contractor for reduction. Incineration or mauling of C&D is not an acceptable method of C&D reduction.

25. Incineration (Reduction of Storm Generated Debris)

- a. Work shall consist of all labor, equipment, fuel, and miscellaneous costs necessary to reduce storm generated debris by incineration. Reduction methods are at the discretion of the County Superintendent of Public Works and or County Debris Manager Representatives. Incineration must be approved by the County Superintendent of Public Works and or County Debris Manager Representatives prior to commencement of reduction activities.
- b. All un-reduced storm debris must be staged separately at the DMS.

26. Haul-Out of Reduced Debris to Final Disposal Site

- a. Work shall consist of all labor, equipment, fuel, and miscellaneous costs necessary to pick up and transport reduced material existing at a County approved DMS to a final disposal facility.
- b. All un-reduced storm debris must be transported to a final disposal facility separately from reduced debris.

27. Household Hazardous Waste Removal, Transport, and Disposal

- a. Work shall consist of all labor, equipment, fuel, and miscellaneous costs necessary for the removal, transportation, and disposal of Household Hazardous Waste (“HHW”).
- b. The removal, transportation, and disposal of HHW includes obtaining all necessary local, state, and federal handling permits and operating in accordance with all local, state, and federal regulatory agencies.

28. Abandoned Vessel Removal

- a. Work shall consist of the removal of abandoned vessels from County Waterways. The removed vessels will be hauled to a County approved staging area for a limited timeframe and subsequently disposed of by the appropriate regulatory agency.

29. Abandoned Vehicle Removal

- a. Work shall consist of the removal and haul out of abandoned vehicles in areas identified and approved by the County. The removed vehicles will be hauled to a County approved staging area for a limited timeframe and subsequently disposed of by the appropriate regulatory agency.

30. Animal Carcass Removal and Disposal

- a. Work shall consist of the removal of animal carcasses in areas identified and approved by the County. The carcasses will be hauled to a County approved staging area and subsequently disposed of by the appropriate regulatory agency.

31. Vehicle and/or Vessel Aggregation Sites

- a. Work shall consist of all labor, equipment, fuel and miscellaneous costs associated with the operation of a vehicle and/or vessel aggregation site.
- b. These sites shall be fenced, lighted, and secured according to applicable state regulations. The Contractor must be prepared to operate the sites to receive vehicles or vessels up to twenty-four hours a day and up to seven days a week as required by the County. Vehicles or vessels will be stored in a manner to permit inspection by authorized agencies as required, or for reclamation by owners. Contractor shall also be prepared to provide 24-hour security if security is not otherwise provided for.
- c. Vehicles and vessels will be stored in locations identifiable by row and column number and letter and by GPS coordinates. Location identifiers will be associated to the vehicle or vessel records in the Contractor's site tracking database.

32. White Goods

- a. The Contractor(s) may expect to encounter white goods available for disposal. White goods will constitute household appliances as defined in FEMA Public Assistance Program and Policy Guide established in April 2018. Proper disposal of Freon is required. The Contractor will handle the disposition of all white goods encountered in accordance with applicable federal, state and local laws.

F. GENERAL REQUIREMENTS

1. Responding contractors must, at a minimum, have performed at least three (3) debris removal, reduction, and disposal operations in excess of 150,000 cubic yards and provide references for the communities where these operations took place.
2. Contractors will need to be licensed to do business in Maryland and certify that they are not included on the debarred FEMA list or the MD Debarred Vendors list.
3. Contracting with small and minority businesses, women's business enterprises, and labor surplus area companies: The County of Worcester encourages all businesses, including minority, women-owned businesses to respond to all Request for Proposals. In addition, if subcontracts are let, the awarded contractor must ensure that the necessary affirmative steps are taken:
 - a. Place qualified small, minority, and woman-owned businesses on solicitations lists;
 - b. Assure that such businesses are solicited when they are potential sources;
 - c. Divide total requirement, when economically feasible, into smaller tasks or quantities to permit maximum participation by such businesses;
 - d. Establish delivery schedules, where requirements permit, which encourage such businesses to respond;

- e. Use service and assistance from such organization as SBA, minority business development agency of the Dept. of Commerce; Contractors shall include these special provisions in all subcontracts for this contract. Failure on the part of the Contractor to carry out the requirements set forth in the special provision may constitute a breach of contract and after proper notification may result in termination of the contract or other appropriate remedy.
- 4. Activation of Contract: Prior to the contract(s) being activated, the awarded contractor(s) will meet with the County to determine the estimated volume of debris. Fees will be estimated based off the assessment of damages occurred.
- 5. Funding Source: Payment for services under contract by this solicitation may be reimbursed with federal funding. Federal funding is contingent upon compliance with all terms and conditions of funding award. The selected Contractor(s) shall comply with all applicable federal laws, regulations, executive orders, FEMA requirements and the terms and conditions of the funding award.
- 6. Compliance by Awarded Contractor: The awarded contractors shall comply with all applicable federal laws, regulations, executive orders, FEMA requirements, specifically 2 CFR, Part 200, and the terms and conditions of the funding award. In addition, contractors providing submittals shall be responsible for complying with state law and local ordinances.
- 7. Certification of Proposer Regarding Debarment: By submitting a proposal under this solicitation, the Contractor certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

G. PROPOSAL REQUIREMENTS

- 1. **Section 1: Introduction/Company Information**
 - a. Company name and business address, including telephone, email address, website address.
 - b. The type of company (individual, partnership, corporation, etc.) and list the names of all partners, principals, etc.
 - c. Year established. Include former company name(s) and year(s) established, if applicable.
 - d. The name, title, address, and telephone number of the company's authorized negotiator. The person identified must be empowered to make binding commitments for the company.
- 2. **Section 2: Bonding**
 - a. The Successful Vendor will be required to provide the County with a Performance Bond and Payment Bond if the total Contract amount exceeds \$100,000, each in the amount of one hundred percent of the Contract Price, with a corporate surety approved by the County for the faithful performance of the Contract.
 - b. The Successful Vendor will within fourteen calendar days after the receipt of the Contract furnish the County with a Performance Bond and Payment Bond in penal sums equal to the amount of the Contract Price, conditioned upon the performance by the Successful Vendor of all undertakings, covenants, terms, conditions and agreements of the Proposal Documents, and upon the prompt payment by the Successful Vendor to all persons supplying labor and materials in the prosecution of the Work provided by the Proposal Document. Such Bonds will be executed by the Successful Vendor and corporate bonding company

licensed to transact such business in the state in which the Work is to be performed and named on the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Circular Number 570. The expense of these Bonds will be borne by the Successful Vendor. If at any time a surety on any such Bond is declared bankrupt or loses its right to do business in the State of Maryland or is removed from the list of surety companies accepted on federal bonds, Successful Vendor will within ten calendar days after notice from the County to do so, substitute an acceptable Bond(s) in such form and sum and signed by such other surety or sureties as may be satisfactory to the County.

3. **Section 3: Technical Experience**
 - a. This section shall include contractor's debris volume estimates with backup documentation as to how the contractor determined its estimates.
4. **Section 4: Training and Professional Experience**
 - a. List any professional training and experience, especially in relation to the type and magnitude of work required for the particular scope of services.
 - b. Provide a copy of contractor's safety program. This may be provided under separate cover or provide a link to access this information.
5. **Section 5: Existing Contracts**
 - a. Provide a list of all existing debris removal/hauling contracts.
6. **Section 6: References**
 - a. References from existing contracts and/or past clients (must include references from the successful completion of three (3) debris removal projects in excess of 150,000 cu yds).
7. **Section 7: Financial Resources**
 - a. A copy of the most recently audited financial statement or Dun and Bradstreet statement if sole proprietor. This page should be marked as "Confidential".
8. **Section 8: Resources**
 - a. Detailed listing of Contractor's equipment and resources.
 - b. A debris management and response plan (mobilization and operations plan).
9. **Section 9: Drawings**
 - a. Preliminary construction drawings for OSHA compliant temporary inspection towers.
10. **Section 10: Forms**
 - a. Form of Proposal
 - b. References
 - c. Exceptions
 - d. Individual Principal
 - e. Vendor's Affidavit of Qualification to Bid
 - f. Non-Collusion Affidavit - MUST BE NOTARIZED
 - g. Schedule 1 – Unit Rate Price Schedule
 - h. Schedule 2 – Hourly Equipment and Labor Price Schedule
 - i. Proposer's Bid Certification Form - MUST BE NOTARIZED
 - j. Certification Regarding Debarment and Suspension
 - k. Certification Regarding Lobbying
11. **Section 11: Exceptions**
 - a. Exceptions to the Sample Service Agreement. Attached is a sample service agreement that describes the County's contractual terms and conditions. Each

successful contractor will be required to enter into a service agreement. Any exceptions to the terms and conditions of the Service Agreement must be documented and submitted in this Section.

- b. Exceptions to the Scope of Services. Any and all exceptions/deviations to the required Scope of Services shall be documented on a separate page and submitted in this Section.
- c. Litigation. Information concerning any pending, ongoing, or prior litigation within the last 10 years.

12. Section 12: Other Requirements

- a. A statement of the contractor's familiarity and experience with FEMA's Public Assistance Program including all Alternative Procedures Pilot Program's for Debris Removal and applicable laws, rules, and regulations.
- b. Shall outline the contractor's willingness and ability to utilize local contractors and their general requirements for doing so. This includes the contractor's use of women and minority owned businesses to provide services.

H. COUNTY'S CONSULTANT

- 1. The County may contract with an independent firm to provide professional consulting services in disaster management and recovery.
- 2. The Consultant will assist the County in disaster debris monitoring in the event a contract is activated.
 - a. In addition, the Consultant will oversee the project and ensure that the contractors are using the appropriate forms required by federal agencies.

I. DEBRIS MANAGEMENT SITES

- 1. All temporary Debris Management Site (DMS) locations are based on historical use and may be relocated. At the present, no definitive DMS locations have been identified within the County.
- 2. **Respondents to this RFP must specifically designate the proposed locations within the County for final disposal of non-biodegradable and biodegradable debris, including rate sheets.**
- 3. If the Respondent fails to designate a final disposal site in the RFP response, the final disposal site will default to the Worcester County Transfer Station, **7091 Central Site Lane, Newark, MD 21841**, with the hauler paying the tipping fee rate applicable at the time of the activating event.
- 4. Any and all alternate final disposal sites proposed must have active, applicable permits from the State of Maryland, not be under any notices of violation, and must be in full compliance with all State law, Federal law, and all local ordinances, and zoning regulations. To include an alternate, final disposal site, haulers must specifically demonstrate (and show the math) for the cost benefit to the County. In the event the Worcester County Transfer Station is not able accommodate the volume or type of debris, the Chief Administrative Officer and or County Superintendent of Public Works has the discretion to identify additional final disposal sites. All disposal sites must be in compliance with all federal, state, and local laws and shall be permitted and in good standing with all local zoning ordinances. County does not warrant or guarantee the availability or use of any dump sites. Contractor must coordinate directly with owners of all final disposal sites. All final disposal sites must be approved, in writing, by the County Superintendent of Public Works and or Debris Manager. The County will maintain ownership of all reduced and unreduced debris assigned to the Contractor for removal

until the debris reaches the final disposal site. The Contractor will, at no time, take ownership of the debris unless approved, in writing, by the County Superintendent of Public Works and or Debris Manager.

J. TIPPING FEES

1. Payment for disposal costs such as tipping fees incurred by the Contractor at permitted disposal facilities, or other County approved sites that meet local, state, and federal regulations for disposal, will be made at the cost incurred by the Contractor. Disposal costs for tipping fees must be submitted to the County for review and approval prior to the Contractor disposing of debris at such final disposal sites or landfills. The types of debris that may incur disposal costs must also be submitted to the County for review and approval. Contractor must furnish a copy of the invoice received by the disposal facility, all scale or load tickets issued by the disposal facility, and proof of Contractor payment to the disposal facility. Tipping fees need to be listed as a separate item on all tickets/invoices. The contractor and hauler must charge the county's current rate for tipping fees; no markup (profit) is authorized for tipping fees. Tipping Fees will not be waived by the County. The County's current fees are attached.

K. SCHEDULE

1. RFP Issued March 7, 2023
2. Written Questions due April 3, 2023 by 12:00 PM
3. Responses to questions April 6, 2023
4. Submittals due April 11, 2023 by 2:30 PM
5. Present to Commissioners TBD
6. Award Notification TBD

L. EVALUATION CRITERIA

1. The Successful Vendor will be selected based upon the best overall proposal offered to the County taking into consideration price, qualifications, technical experience, and other factors such as, but not limited to, past experience working with FEMA's Public Assistance Program, financial standing, references, and any Exceptions to the Scope of Work and Contract terms.

M. PAYMENT

1. The County Superintendent of Public Works and or County Debris Manager will monitor, verify, and document with load tickets the completion of all work, as defined in the scope. The Contractor will be provided with copies of this documentation. These documents will be used by the Contractor as back-up for invoice submittals. No approvals will be made for work not ticketed or not authorized by the County.
2. Invoices must be submitted to the County with a hard copy of the invoice and an electronic copy of the invoice detail. The invoice detail must consist of a tabular report listing all information on each load ticket. Invoice detail submittals will be checked against County records. County records are the basis of all payment approvals.
3. A 10% retainage will be held until the end of the project. In order to recover the retainage, the Contractor must successfully complete all work zones. Retainage will be held until final reconciliation is complete. Portions of the retainage may be held by the County to repair damages caused by the Contractor to public or private property.

4. No separate payment will be made for mobilization and demobilization operations. These costs are to be included in the respective unit prices bid for debris removal and will not be adjusted based on the total amount of debris actually removed in the contract. Payment for disposal cost incurred by the Contractor at permitted disposal facilities will be made at the cost incurred by the Contractor. Contractor must submit a copy of the invoice received by the disposal facility, an electronic copy tabulating all scale or load tickets issued by the disposal facility, and proof of Contractor payment to the disposal facility.
5. Contractors must submit invoices regularly by the end of each month for services performed. Invoices cannot be turned in for more than a 30-day period. Contractor must submit final invoice within thirty (30) days of completion of scope of work. Completion of scope of work will be acknowledged, in writing, by the County Superintendent of Public Works and or County Debris Manager.

N. ATTACHMENTS

1. Schedule 1 – Unit Rate Price Schedule
2. Schedule 2 – Hourly Equipment and Labor Price Schedule
3. Proposer’s Bid Certification Form
4. Certification Regarding Debarment and Suspension
5. Certification Regarding Lobbying
6. Worcester County Tipping Fees as approved by the Commissioners on June 7, 2022

O. QUESTIONS

1. The last day for questions is listed under Section I, Subsection C.2.

P. AWARD

1. The County intends to award to the Vendors whose Completed Proposal Documents represents the best value to the County.
2. The County intends to enter into two (2) contracts: one with a “Primary” contractor and one with a “Secondary” contractor. The “Primary” contractor will be on a first contact basis for all disasters and emergencies that may require debris removal, reduction, disposal or other cleanup activities. The “Secondary” contractor will be activated to serve as an additional contractor at the sole discretion of the County.
 - a. Worcester County will reserve the right to decide, at the guidance and recommendation of the President of the County Commissioners and or the Chief Administrative Officer when and if the “Secondary” contract will be activated.
3. The award of a contract under this solicitation will be paid with federal funding. Funding is contingent upon compliance with all terms and conditions of funding award. All prospective contractors shall comply with all applicable federal laws, regulations, executive orders, FEMA requirements and the terms and conditions of the funding award. In addition, contractors providing submittals shall be responsible for complying with state law and local ordinances.

END OF SECTION

SECTION V: EVALUATION AND SELECTION PROCESS

A. EVALUATION

1. All Vendors are advised that in the event of a receipt of adequate number of Proposal Documents which, in the opinion of the County, require no clarification and/or supplementary information, such Proposal Documents may be evaluated without discussion. Hence, Proposal Documents should be initially submitted on the most complete and favorable terms which Vendors are capable of offering the County. Proposal Documents will be evaluated using the following criteria:

<u>Weighting Factor</u>	<u>Criterion</u>
35%	Qualifications/Existing Contracts/References
35%	Resources/Technical Experience
10%	Financial Resources & Overall Responsiveness
20%	Price (Schedules 1 and 2)

2. Each Vendor will be rated for each criterion on a scale of zero to four as described below.

Unacceptable	0
Poor	1
Fair	2
Good	3
Superior	4

- a. A Vendor’s final grade will be the sum of each criterion’s rating multiplied by the weighting factor listed above.
3. After identifying the short list of the most qualified Vendor(s) based on the evaluation criteria, representative(s) may be required to clarify their Proposals by making individual presentations to the evaluation committee.
4. The County may enter into negotiations with Vendors and invite best and final offers as deemed to be in the best interest of the County. Negotiations may be in the form of face-to-face, telephone, facsimile, e-mail or written communications, or any combination thereof, at the County’s sole discretion.
5. Vendors are strongly advised not to prepare their Proposal submissions based on any assumption or understanding that negotiations will take place. Vendors are advised to respond to this Request for Proposals fully and with forth-rightness at the time of Proposal submission.
6. Vendors are strongly cautioned not to contact elected officials or members of the evaluation committee. All questions and comments should be directed through the Purchasing Department. Inappropriate efforts to lobby or influence individuals involved in this selection may result in dismissal from further consideration, at the County’s sole discretion.

END OF SECTION

THIS AND PREVIOUS SECTIONS, OTHER THAN THE COVER PAGE, DO NOT NEED TO BE RETURNED WITH SUBMITTAL

FORM OF PROPOSAL

To whom it may concern:

We hereby submit our Proposal Documents for "DISASTER DEBRIS MANAGEMENT" as indicated in the Proposal Documents. Having carefully examined the Proposal Documents and having received clarification on all items of conflict or upon which any doubt arose, the undersigned hereby requests consideration of our Vendor for award of the referenced Proposal.

PROVIDE ALL PRICING INFORMATION ON THE ATTACHED SCHEDULE 1 AND SCHEDULE 2 FORMS

The Vendor agrees that the proposal will be good for at least sixty (60) days unless otherwise indicated in the proposal specifications.

Is your company currently involved in any active litigation? (Yes)____ (No) _____ CHECK One.

Have you included your certificate of good standing with the State of Maryland? (See Section I, Subsection H.1 for more information.) (Yes)____ (No) _____ CHECK One.

Is your company currently involved in any mergers or acquisitions? (Yes)____ (No) _____ CHECK One.

Has your organization compiled your Completed Proposal Document as per Section I, subsection D.3 and in accordance with the Proposal Specifications Section of this Proposal Document? (Yes)____ (No) _____ CHECK One

NOTE: THIS PROPOSAL FORM MUST BE SIGNED BY AN OFFICER OF YOUR COMPANY OR AN AUTHORIZED AGENT FOR THIS PROPOSAL TO BE CONSIDERED VALID BY THE COUNTY.

Sign for Identification

Printed Name

Title

Email

REFERENCES

List three references for which the Vendor has provided Goods/Services similar to those requested in the Proposal Document within the last 12-36 months. Include contact name, address, telephone number, email address and services provided.

Company Name:		Company Name:	
Type of Project:		Type of Project:	
Address:		Address:	
Town, State, Zip Code:		Town, State, Zip Code:	
Contact Person:		Contact Person:	
Telephone Number:		Telephone Number:	
Email:		Email:	
Date of Service:		Date of Service:	
Company Name:			
Type of Project:			
Address:			
Town, State, Zip Code:			
Contact Person:			
Telephone Number:			
Email:			
Date of Service:			

Sign for Identification

Printed Name

EXCEPTIONS

The undersigned hereby certifies that, except as listed below, or on separate sheets attached hereto, the enclosed Completed Proposal Document covers all items as specified.

EXCEPTIONS:

(If none, write none) _____

How did you hear about this solicitation?

- Worcester County's Website
- eMaryland Marketplace Advantage (eMMA)
- Newspaper Advertisement
- Direct email
- Other _____

The vendor hereby acknowledges receipt of the following addenda.

<u>Number</u>	<u>Date</u>	<u>Initials</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

Sign for Identification

Printed Name

INDIVIDUAL PRINCIPAL

Vendor Name: _____

Signed By: _____ In the presence of: _____

Address of Vendor: _____ Town, State, Zip _____

Telephone No.: _____ Fax: _____ Email: _____

CO-PARTNERSHIP PRINCIPAL

Name of Co-Partnership: _____

Address: _____ Town, State, Zip _____

Telephone No.: _____ Fax: _____

Signed By: _____ In the presence of: _____

Partner

Witness

Signed By: _____ In the presence of: _____

Partner

Witness

Signed By: _____ In the presence of: _____

Partner

Witness

CORPORATE PRINCIPAL

Name of Corporation: _____

Address: _____ Town, State, Zip _____

Telephone No.: _____ Fax: _____

Signed By: _____ In the presence of: _____

President

Witness

Attest: _____

Corporate Secretary

Affix Corporate Seal

VENDOR’S AFFIDAVIT OF QUALIFICATION TO BID

I HEREBY AFFIRM THAT:

I, _____ am the _____
(Printed Name) (title)
and the duly authorized representative of the Vendor of
_____ whose address is
(name of corporation)

_____ and that I possess the legal authority to make this affidavit on behalf of myself and the Vendor for which I am acting.

Except as described in paragraph 3 below, neither I nor the above Vendor, nor to the best of my knowledge and of its officers, directors or partners, or any of its employees directly involved in obtaining contracts with the State or any county, bi-county or multi-county agency, or subdivision of the State have been convicted of, or have pleaded nolo-contendere to a charge of, or have during the course of an official investigation or other proceeding admitted in writing or under oath acts or omissions which constitute, bribery, attempted bribery, or conspiracy to bribe under the provisions of Article 27 of the Annotated Code of Maryland or under the laws of any state or federal government (conduct prior to July 1, 1977 is not required to be reported).

(State “none” or, as appropriate, list any conviction, plea or admission described in paragraph 2 above, with the date, court, official or administrative body, the individuals involved and their position with the Vendor, and the sentence or disposition, if any.)

I acknowledge that this affidavit is to be furnished to the County, I acknowledge that, if the representations set forth in this affidavit are not true and correct, the County may terminate any Contract awarded and take any other appropriate action. I further acknowledge that I am executing this affidavit in compliance with section 16D of Article 78A of the Annotated Code of Maryland, which provides that certain persons who have been convicted of or have admitted to bribery, attempted bribery or conspiracy to bribe may be disqualified, either by operation of law or after a hearing, from entering into contracts with the State or any of its agencies or subdivisions.

I do solemnly declare and affirm under the penalties of perjury that the contents of this affidavit are true and correct.

Sign for Identification

Printed Name

NON-COLLUSIVE AFFIDAVIT

_____ being first duly sworn,
deposes and says that:

- 1. He/she is the _____, (Owner, Partner, Officer, Representative or Agent) of _____, the Vendor that has submitted the attached Proposal Documents;
2. He/she is fully informed respecting the preparation and contents of the attached Proposal Document and of all pertinent circumstances respecting such Proposal Documents;
3. Such Proposal Document is genuine and is not a collusive or sham Proposal Document;
4. Neither the said Vendor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Vendor, firm, or person to submit a collusive or sham Proposal Document in connection with the Work for which the attached Proposal Document has been submitted; or to refrain from bidding in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Vendor, firm, or person to fix the price or prices in the attached Proposal Document or of any other Vendor, or to fix any overhead, profit, or cost elements on the Proposal Document price or the Proposal Document price of any other Vendor, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any disadvantage against (Recipient), or any person interested in the Work;
5. The price or prices quoted in the attached Proposal Document are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Vendor or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

Signed, sealed and delivered in the presence of:

Witness Signature
Witness Printed Name
Title

NOTARIZE

Subscribed and sworn to before me this _____ day of _____, 2023

Notary Public _____ My Commission expires: _____
(SEAL, if Corporation)

EXHIBIT A

WORCESTER COUNTY MARYLAND
STANDARD TERMS AND CONDITIONS

The provisions below are applicable to all Worcester County (“County”) contracts. These provisions are not a complete agreement. These provisions must be attached to an executed document that identifies the work to be performed, compensation, term, incorporated attachments, and any special conditions (“Contract”). If the Standard Terms and any other part of the Contract conflict, then the Standard Terms will prevail.

1. **Amendment.** Amendments to the Contract must be in writing and signed by the parties.
2. **Bankruptcy.** If a bankruptcy proceeding by or against the Contractor is filed, then:
 - a. The Contractor must notify the County immediately; and
 - b. The County may cancel the Contract or affirm the Contract and hold the Contractor responsible for damages.
3. **Compliance with Law.** Contractor must comply with all applicable federal, state, and local law. Contractor is qualified to do business in the State of Maryland. Contractor must obtain, at its expense, all licenses, permits, insurance, and governmental approvals needed to perform its obligations under the Contract.
4. **Contingent Fee Prohibition.** The Contractor has not directed anyone, other than its employee or agent, to solicit the Contract and it has not promised to pay anyone a commission, percentage, brokerage fee, contingent fee, or other consideration contingent on the making of the Contract.
5. **Counterparts and Signature.** The Contract may be executed in several counterparts, each of which may be an original and all of which will be the same instrument. The Contract may be signed in writing or by electronic signature, including by email. An electronic signature, a facsimile copy, or computer image of the Contract will have the same effect as an original signed copy.
6. **Exclusive Jurisdiction.** All legal proceedings related to this Contract must be exclusively filed, tried, and maintained in either the District Court of Maryland for Worcester County, Maryland or the Circuit Court of Worcester County, Maryland. The parties expressly waive any right to remove the matter to any other state or federal venue and waive any right to a jury trial.
7. **Force Majeure.** The parties are not responsible for delay or default caused by fire, riot, acts of God, County-declaration-of-emergency, or war beyond their reasonable control. The parties must make all reasonable efforts to eliminate a cause of delay or default and must, upon cessation, diligently pursue their obligations under the Contract.
8. **Governing Law.** The Contract is governed by the laws of Maryland and the County.
9. **Indemnification.** The Contractor must indemnify the County and its agents from all liability, penalties, costs, damages, or claims (including attorney’s fees) resulting from personal injury, death, or damage to property that arises from or is connected to the performance of the work or failure to perform its obligations under the Contract. All indemnification provisions will survive the expiration or termination of the Contract.

10. Independent Contractor.

- a. Contractor is an “Independent Contractor”, not an employee. Although the County may determine the delivery schedule for the work and evaluate the quality of the work, the County will not control the means or manner of the Contractor’s performance.
- b. Contractor is responsible for all applicable taxes on any compensation paid under the Contract. Contractor is not eligible for any federal Social Security, unemployment insurance, or workers’ compensation benefits under the Contract.
- c. Contractor must immediately provide the County notice of any claim made against Contractor by any third party.

11. Insurance Requirements.

- a. Contractor must have Commercial General Liability Insurance in the amounts listed below. The insurance must include coverage for personal injury, discrimination, and civil rights violation claims. All insurance must name County, its employees, and agents as “ADDITIONAL INSURED”. A copy of the certificate of insurance must be filed with the County before the Contract is executed, providing coverage in the amount of \$1,000,000 per occurrence, \$2,000,000 general aggregate, and \$500,000 for property damage.
- b. Contractor must have automobile insurance on all vehicles used in the Contract to protect Contractor against claims for damages resulting from bodily injury, including wrongful death, and property damage that may arise from the operations in connection with the Contract. All insurance must name County, its employees, and agents as “ADDITIONAL INSURED”.
- c. Contractor must provide the County with a certification of Workers’ Compensation Insurance, with employer’s liability in the minimum amount required by Maryland law in effect for each year of the Contract.
- d. All insurance policies must have a minimum 30 days’ notice of cancellation. The County must be notified immediately upon cancellation.
- e. When insurance coverage is renewed, Contractor must provide new certificates of insurance prior to expiration of current policies.

12. **Nondiscrimination.** Contractor must not discriminate against any worker, employee, or applicant because of religion, race, sex, age, sexual orientation, physical or mental disability, or perceived disability. This provision must be incorporated in all subcontracts related to the Contract.

13. Ownership of Documents; Intellectual Property.

- a. All documents prepared under the Contract must be available to the County upon request and will become the exclusive property of the County upon termination or completion of the services. The County may use the documents without restriction or without additional compensation to the Contractor. The County will be the owner of the documents for the purposes of copyright, patent, or trademark registration.
- b. If the Contractor obtains, uses, or subcontracts for any intellectual property, then it must provide an assignment to the County of ownership or use of the property.
- c. The Contractor must indemnify the County from all claims of infringement related to

the use of any patented design, device, materials, or process, or any trademark or copyright, and must indemnify the County, its officers, agents, and employees with respect to any claim, action, costs, or infringement, for royalties or user fees, arising out of purchase or use of materials, construction, supplies, equipment, or services covered by the Contract.

14. **Payments.** Payments to the Contractor under the Contract will be within 30 days of the County's receipt of a proper invoice from the Contractor. If an invoice remains unpaid 45 days after the invoice was received, interest will accrue at 6% per year.
15. **Records.** Contractor must maintain fiscal records relating to the Contract in accordance with generally accepted accounting principles. All other relevant records must be retained by Contractor and kept accessible for at least three years after final payment, termination of the Contract, or until the conclusion of any audit, controversy, or litigation related to the Contract. All subcontracts must comply with these provisions. County may access all records of the Contractor related to the Contract.
16. **Remedies.**
 - a. **Corrections of errors and omissions.** Contractor must perform work necessary to correct errors and omissions in the services required under the Contract, without undue delays and cost to the County. The County's acceptance will not relieve the Contractor of the responsibility of subsequent corrections of errors.
 - b. **Set-off.** The County may deduct from any amounts payable to the Contractor any back-charges, penalties, or damages sustained by the County, its agents, or employees caused by Contractor's breach. Contractor will not be relieved of liability for any costs caused by a failure to satisfactorily perform the services.
 - c. **Cumulative.** These remedies are cumulative and without waiver of any others.
17. **Responsibility of Contractor.**
 - a. The Contractor must perform the services with the standard of care, skill, and diligence normally provided by a Contractor in the performance of services similar the services.
 - b. Notwithstanding any review, approval, acceptance, or payment for the services by the County, the Contractor will be responsible for the accuracy of any work, design, drawings, specifications, and materials furnished by the Contractor under the Contract.
 - c. If the Contractor fails to conform with subparagraph (a) above, then it must, if required by the County, perform at its own expense any service necessary for the correction of any deficiencies or damages resulting from the Contractor's failure. This obligation is in addition to any other remedy available to the County.
18. **Severability/Waiver.** If a court finds any term of the Contract to be invalid, the validity of the remaining terms will not be affected. The failure of either party to enforce any term of the Contract is not a waiver by that party.
19. **Subcontracting or Assignment.** The Contractor may not subcontract or assign any part of the Contract without the prior written consent of the County. The County may withhold consent for any reason the County deems appropriate.

20. **Termination.** If the Contractor violates any provision of the Contract, the County may terminate the Contract by written notice. All finished or unfinished work provided by the Contractor will, at the County's option, become the County's property. The County will pay the Contractor fair compensation for satisfactory performance that occurred before termination less the amount of damages caused by the Contractor's breach. If the damages are more than the compensation payable to the Contractor, the Contractor will remain liable after termination and the County can affirmatively collect damages.
21. **Termination of Contract for Convenience.** Upon written notice, the County may terminate the Contract when the County determines termination is in the County's best interest. Termination for convenience is effective on the date specified in the County's written notice. The County will pay for reasonable costs allocable to the Contract for costs incurred by the Contractor up to the date of termination. But the Contractor will not be reimbursed for any anticipatory profits that have not been earned before termination.
22. **Termination of Multi-year Contract.** If funds are not available for any fiscal period of the Contract after the first fiscal period, then the Contract will be terminated automatically as of the beginning of unfunded fiscal period. Termination will discharge the Contractor and the County from future performance of the Contract, but not from their rights and obligations existing at the time of termination.
23. **Third Party Beneficiaries.** The County and Contractor are the only parties to the Contract and are the only parties entitled to enforce its terms. Nothing in the Contract gives any benefit or right to third persons unless individually identified by name and expressly described as intended beneficiaries of the Contract.
24. **Use of County Facilities.** Contractor may only use County facilities that are needed to perform the Contract. County has no responsibility for the loss or damage to Contractor's personal property which may be stored on County property.
25. **Whole Contract.** The Contract, the Standard Terms, and attachments are the complete agreement between the parties and supersede all earlier agreements, proposals, or other communications between the parties relating to the subject matter of the Contract.

Schedule 1 – Unit Rate Price Sheet – Page 1 of 5

RFP: Worcester County Disaster Debris Management

DO NOT INCLUDE TIPPING FEES IN UNIT COST

Tipping fees should not be included in the unit price on the proposal form; however, the successful contractor will submit invoices indicating the unit cost and the tipping fee. The successful contractor will be paid the unit cost and the actual tipping fee. Tipping fees will not be waived.

*For Services rendered after the initial 70-hour period			
The County may NOT allow the usage for all methods listed below; however, pricing is requested in the event it is needed.			
Category	Field Name and Description	Unit	Unit Price
Vegetative Collect and Haul	0-15 Miles Veg from ROW to DMS or final disposal <i>Vegetative collect and removal for a haul distance up to 15 miles</i>	CY	
	16-30 Miles Veg from ROW to DMS or final disposal <i>Vegetative collect and removal for a haul distance between 16 and 30 miles</i>	CY	
	31-60 Miles Veg from ROW to DMS or final disposal <i>Vegetative collect and removal for a haul distance between 31 and 60 miles</i>	CY	
	60+ Miles Veg from ROW to OMS or final disposal <i>Vegetative collect and removal for a haul distance greater than 60 miles</i>	CY	
	Single Price Veg from ROW to OMS or final disposal <i>A single price vegetative collect and removal for any haul distance</i>	CY	

Management and Reduction	Grinding Grinding/chipping vegetative debris	CY	
	Grinding Grinding/chipping C & D debris	CY	
	Air Curtain Burning Air Curtain Burning vegetative debris	CY	
	Open Burning Open Burning vegetative debris	CY	
	Debris Management Site Management Preparation, management, and segregating at debris management site, build tower, return DMS to pre-disaster condition.	CY	

Schedule 1 – Unit Rate Price Sheet – Continued – Page 2 of 5

*For Services rendered after the initial 70-hour period			
The County may NOT allow the usage for all methods listed below; however, pricing is requested in the event it is needed.			
Category	Field Name and Description	Unit	Unit Price
C&D Collect and Haul	0-15 Miles C&D from ROW to DMS or final disposal <i>C&D collect and removal for a haul distance up to 15 miles</i>	CY	
	16-30 Miles C&D from ROW to DMS or final disposal <i>C&D collect and removal for a haul distance between 16 and 30 miles</i>	CY	
	31-60 Miles C&D from ROW to DMS or final disposal <i>C&D collect and removal for a haul distance between 31 and 60 miles</i>	CY	
	60+ Miles C&D from ROW to OMS or final disposal <i>C&D collect and removal for a haul distance greater than 60 miles</i>	CY	
	Single Price C&D from ROW to OMS or final disposal <i>A single price C&D collect and removal for any haul distance</i>	CY	

Final Disposal from OMS	0 - 15 Miles from OMS to Final Disposal <i>Transport processed debris from DMS to final disposal 0 - 15 miles</i>	CY	
	16 - 30 Miles from OMS to Final Disposal <i>Transport processed debris from OMS to final disposal 16- 30 miles</i>	CY	
	31- 60 Miles from OMS to Final Disposal <i>Transport processed debris from DMS to final disposal 31 -60 miles</i>	CY	
	60+ Miles from DMS to Final Disposal <i>Transport processed debris from DMS to final disposal 60+ miles</i>	CY	
	Single Price from DMS to Final Disposal <i>A single price transport of processed debris from DMS to final disposal</i>	CY	

Schedule 1 – Unit Rate Price Sheet – Continued – Page 3 of 5

*For Services rendered after the initial 70-hour period					
The County may NOT allow the usage for all methods listed below; however, pricing is requested in the event it is needed.					
Category	Field Name and Description	Estimated Quantity (a)	Unit (b)	Unit Price {c}	Line Item Price (a) x (c)
Tree Operations	Hazardous Trees 6" - 12.99" <i>Hazardous tree removal for a 6 - 12.99" trunk diameter</i>	1	TREE		
	Hazardous Trees 13" - 24.99" <i>Hazardous tree removal for a 13 - 24.99" trunk diameter</i>	1	TREE		
	Hazardous Trees 25" - 36.99" <i>Hazardous tree removal for a 25 - 36.99" trunk diameter</i>	1	TREE		
	Hazardous Trees 37" - 48.99" <i>Hazardous tree removal for a 37 - 48.99" trunk diameter</i>	1	TREE		
	Hazardous Trees 49"+ <i>Hazardous tree removal for a 49"+ trunk diameter</i>	1	TREE		
	Trees with Hazardous Limbs 2" in diameter or greater at point of break <i>Hazardous hanging limb removal</i>	1	TREE		
	***Hazardous Stumps <24" for Removal only (no extraction allowed) based on a 12" Stump	1	CY		
	Hazardous Stumps >24" - 36.99" <i>Hazardous stump extraction and removal for a 24 - 36.99" stump diameter</i>	1	STUMP		
	Hazardous Stumps >37" - 48.99" <i>Hazardous stump extraction and removal for a 37 - 48.99" stump diameter</i>	1	STUMP		
	Hazardous Stumps >49"+ <i>Hazardous stump extraction and removal for a 49"+ stump diameter</i>	1	STUMP		
	Stump Fill Dirt <i>Fill dirt for stump holes after removal</i>	100	CY		

All debris generated by these tree operations will be placed on the ROW and removed and paid per unit prices for vegetative debris removal in Schedule 1.

*** Refer to the Federal Emergency Management Agency ("FEMA") Public Assistance Policy and Guidance, latest version

Schedule 1 – Unit Rate Price Sheet – Continued – Page 4 of 5

*For Services rendered after the initial 70-hour period					
The County may NOT allow the usage for all methods listed below; however, pricing is requested in the event it is needed.					
Category	Field Name and Description	Estimated Quantity (a)	Unit (b)	Unit Price {c}	Line Item Price (a) x (c)
Specialty Removal	Waterway Debris Removal <i>Debris Removal from canals, rivers, creeks, streams, and ditches</i>	1	CY		
	Sand Collection and Screening <i>Pick up, screen, and return debris laden sand/mud/dirt/rock</i>	1	CY		
	Vehicle Removal <i>Removal of eligible vehicle</i>	1	UNIT		
	Vessel Removal (Land) <i>Removal of eligible vessel</i>	1	LF		
	Vessel Removal (Marine) <i>Removal of eligible vessel from waterway</i>	1	LF		
	Carcass Removal <i>Removal of debris that will decompose (animals and organic fleshy matter)</i>	1	POUND		
	ROW White Goods Removal <i>Pick up and haul of white goods to disposal site</i>	1	UNIT		
	Freon Management <i>Freon management and recycling</i>	1	UNIT		
	Demolition of Private Structure (C&D)	125	CY		
	Demolition of Private Structure (RACM)	125	TON		
	Electronic Waste <i>Removal of electronic debris that contain hazardous materials, such as cathode ray tubes. Includes computers monitors and televisions.</i>	1	POUND		
	Putrescent Removal <i>Removal of debris that will decompose or rot (animals and organic fleshy matter)</i>	1	POUND		
	Bio-waste <i>Removal of waste capable of causing infection to humans (animal waste, human blood, pathological waste).</i>	1	POUND		
	Household Hazardous Waste (HHW) <i>HHW removal and disposal</i>	1	POUND		

PROPOSER'S BID CERTIFICATION FORM

To Whom It May Concern:

I have carefully examined the Request for Proposal and any other documents accompanying or make a part of this Request for Proposal.

I hereby propose to perform the following Services as specified in this Request for Proposal at the rates described on SCHEDULE 1- UNIT RATE PRICE SCHEDULE and SCHEDULE 2 - HOURLY EQUIPMENT AND LABOR PRICE SCHEDULE.

I certify that all information contained in this proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the company as its act and deed and that the company is ready, willing and able to perform if awarded the contract.

I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a proposal for the same product or service; no officer employee or agent of the County or any other proposer is interested in said proposal; and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The Contractor will comply with all applicable federal laws regulations, executive orders, and the latest version of FEMA policies, procedures, and directives.

It is distinctly understood that the County reserves the right to reject any or all proposals.

Company Name

Federal Tax ID: _____

Authorized Signature

Phone: _____

Printed Name

Fax: _____

Mailing Address

Email: _____

City/State/Zip

NOTARIZE

Subscribed and sworn to before me this _____ day of _____, 2023

Notary Public _____

My Commission expires: _____

(SEAL, if Corporation)

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

The Use of any Contractor that has been declared debarred by the office of Federal Contract Compliance Programs (OFCCP) is prohibited. Further the use of subcontractor(s) that has been declared debarred by OFCCP is prohibited. A complete list of federally disbarred contractors can be found at www.sam.gov. It is the sole responsibility of the Contractor to ensure that subcontractor(s) are in good standing with the OFCCP and not on the disbarment list.

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

- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal Department or agency;
- (b) have not within a 3-year period preceding this proposal been convicted of or had a valid judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) are not presently indicted or otherwise criminally or civilly charged by a governmental entitle (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- (d) have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

Should the applicant not be able to provide this certification, an explanation as to why should be placed after the assurances page in the application package.

The applicant agrees by submitting the proposal that it will include, without modification, the clause titled "Certification Regarding Debarment, Suspension, in eligibility, and Voluntary Exclusion-Lower Tier Covered Transactions" in all lower tier covered transactions (i.e., transactions with sub-grantees and/or contractors) and in all solicitations for lower tier covered transactions.

Signature

Title

Date

NOTARIZE

Subscribed and sworn to before me this _____ day of _____, 2023

Notary Public _____

My Commission expires: _____

(SEAL, if Corporation)

CERTIFICATION REGARDING LOBBYING

This certification requirement applies to all FEMA grant and cooperative agreement programs. Contractors that apply or bid for an award of \$100,000 or more shall file the required certification required by 49 CFR Part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose the name of any registrant who has made lobbying contacts on its behalf with non-federal funds with respect to that federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the County.

The offeror, by signing its offer, hereby certifies, to the best of bis 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 an 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 documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients 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 31, U.S.C. § 1352. 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.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 380 *l et seq.*, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Printed Name & Title of Contractor's Authorized Official

Date: _____

TEL: 410-632-5623
 FAX: 410-632-1753
 WEB: co.worcester.md.us



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

DALLAS BAKER JR., P.E.
 DIRECTOR

CHRISTOPHER CLASING, P.E.
 DEPUTY DIRECTOR

TO: Weston Young P.E., Chief Administrative Officer
 Candace Savage, CGFM, Deputy Chief Administration Officer
FROM: Dallas Baker Jr., P.E., Director *Dallas Baker Jr*
DATE: February 28, 2023
SUBJECT: Out-of-State Travel Request / Hurricane Conference

Public Works is requesting Commissioner approval for out-of-state travel for the following people to attend the 2023 National Hurricane Conference to be held April 3-6, 2023 at the Hilton New Orleans Riverside, New Orleans, Louisiana. Funds for this conference were included in the approved Public Works Administration Travel & Training budget for FY 23, account no. 100.1203.200.7000.100.

Below is the list of proposed Public Works attendees and expenses:

<u>Division</u>	<u>Proposed Attendees</u>
PW Administration	1
Roads	1
Water / Waste Water	1

Anticipated Expenses

Registration -	\$475	per person
Lodging -	\$1,150	5 nights at \$196/night plus tax
Meals -	\$426	6 days at \$71/day
Airfare -	\$500	round trip from BWI to New Orleans
Misc. -	\$100	parking & transportation

Total = \$2,651 x 3 attendees = \$7,953.00

Please let me know if there are any questions.

CC: Tony Fascelli, Water / Waste Water Superintendent
 Kevin Lynch, Roads Superintendent

Telephone: 410-632-1320

Fax: 410-632-3031



MD RELAY SERVICE:

1-800-735-2258

Worcester County Board of Elections
201 Belt Street, Suite C
Snow Hill, Maryland 21863-1320

TO: Worcester County Commissioners

FROM: Patricia Jackson, Election Director

DATE: February 27, 2023

Our Board Members have discussed the 2023 MAEO Conference. The Conference will be held at the Ocean City Fountainebleu Resort (formerly the Clarion Hotel) in Ocean City beginning May 14th through May 19th.

Since Worcester County is one of the host counties and will be working at the registration table each morning and afternoon of the Conference greeting guest speakers and directing them to the necessary conference rooms, working as liaisons between the guests and hotel to resolve any issues or accommodations, necessitating our having to be on site early mornings and later in the evenings; the Board passed a Motion for the County to pay for one hotel room to be shared by Teresa Riggin, Deputy Election Director, and me.

I realize the County does not normally pay for accommodations for meetings within the County, however, the Board would like to request an exception for this event. They are willing to meet with you to discuss this matter if necessary.

When preparing the FY23 budget, the location of the MAEO Conference had not yet been determined, so there are funds available in the FY23 budget (account # 100.1006.7000.100) in the amount of \$7,154 for hotel rooms, mileage, registration and meals. The rate for the hotel room is \$159 per night so the estimated cost of the stay would be around \$795.

Thank you for your consideration.



DEPARTMENT OF
DEVELOPMENT REVIEW AND PERMITTING

Worcester County

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

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

ZONING DIVISION
BUILDING DIVISION
DATA RESEARCH DIVISION

ADMINISTRATIVE DIVISION
CUSTOMER SERVICE DIVISION
TECHNICAL SERVICES DIVISION

MEMORANDUM

TO: Weston S. Young, Chief Administrative Officer
FROM: Jennifer K. Keener, AICP, Director
DATE: February 27, 2023
RE: Board of Zoning Appeals adjainer notification requirements

Attached you will find an updated Fee Resolution for DRP that modifies the Board of Zoning Appeals fees found in Section I, Subsections G & H to incorporate the cost (\$40 per case) associated with sending all adjainer notifications by both standard first-class mail and certified mail with electronic return receipt which was approved at the February 21, 2023 County Commissioner meeting.

The revised fee will be collected for cases submitted after the effective date of the fee resolution. Certified letters for adjainer notifications only will be sent beginning with the BZA cases filed for the April 2023 public hearings. DRP staff will continue to prepare the adjainer public notice letters in the same fashion as before and send one copy of the notice via standard first-class mail, but will now take the certified adjainer mailings directly to the Post Office for processing of the electronic return receipt. The affidavit of service form will be completed documenting that the notifications were sent as required by § ZS 1-114 Requirements for public notice. Staff will also be required to input the tracking information for each letter into the USPS Tracking website in order to receive the proof of signature via email after the letter is delivered.

As was discussed, if an adjainer notification letter is not delivered or signed for, this will not cause a delay for the public hearing itself. This process is simply intended to serve as further verification that the required notices were sent and received.

I will provide an update following the April BZA hearings and subsequent months that identifies the number of letters sent, the number of letters accepted, and the number of letters returned as a result of a failure to obtain the necessary signature from the notified party so that the County Commissioners may evaluate the process.

RESOLUTION NO. 23 -**RESOLUTION ESTABLISHING FEES FOR APPLICATIONS PROCESSED BY
THE DEPARTMENT OF DEVELOPMENT REVIEW & PERMITTING
AND THE DEPARTMENT OF ENVIRONMENTAL PROGRAMS**

WHEREAS, the Code of Public Local Laws of Worcester County, Maryland, General Provisions Article and Sections BR 2-103(f) (Plumbing Standards - Fees), BR 2-212(f) (Electrical Standards - Fees), BR 3-104 (Housing Review Board), PW 5-104 (Shared Sanitary Facilities - Establishment of shared sanitary facility), PW 5-305(b)(5) (Sanitary Service Areas - Cost and fees), TR 2-103(d) (Licensing of coin-operated vending machines - Fees), TR 2-106(c) (Rental License fees), TR 2-201 (Gaming Permits), NR 1-107(d) (Stormwater Management - plan review fees), NR 1-407 (Forest Conservation), NR 2-102(b) (Construction along shorelines - Permits required), NR 3-101 and NR 3-201 (Critical Area Programs), ZS 1-106 (Zoning Regulations - Fees and expenses), ZS 1-347(k) (Zoning Regulations - Agricultural Reconciliation Board fees) and ZS 2-108 (Subdivision Regulations - Fees), as from time to time amended, provide that the County Commissioners may establish certain fees for processing of applications; and

WHEREAS, the Worcester County Commissioners have adopted or amended said fees by previous resolutions, most recently by Resolution No. 22-12, adopted on June 21, 2022; and

WHEREAS, the County Commissioners have determined it necessary to revise said fees and add fees for various review services provided by County staff.

NOW, THEREFORE, BE IT RESOLVED by the County Commissioners of Worcester County, Maryland that the following fee schedule shall be in effect for the services provided by the Department of Development Review & Permitting and the Department of Environmental Programs:

DEPARTMENT OF DEVELOPMENT REVIEW & PERMITTING
AND DEPARTMENT OF ENVIRONMENTAL PROGRAMS
FEE SCHEDULE

I. APPLICATION REVIEW FEES

- A. Zoning Map Amendment: \$650.00 base fee, plus \$15.00 per acre.
- B. Zoning Text Amendment: \$400.00 per change requested.
- C. Water and Sewer Plan Amendments:
 - 1. Minor Amendments: \$100.00
 - 2. Major Amendments: \$500.00
- D. Residential Planned Community:
 - 1. Step I: \$1,000.00 base fee, plus \$15.00 per acre over 30 acres.
 - 2. Step II: \$600.00 base fee, plus \$15.00 per acre over 30 acres.
 - 3. Step III: Refer to subdivision and/or site plan review fees.
- E. Subdivision Review:
 - 1. Sketch Plan (optional): No fee.
 - 2. Preliminary Plat: \$350.00 base fee, plus \$15.00 per lot in excess of 5 lots.

3. Final Plat: \$350.00 base fee, plus \$10.00 per lot in excess of 5 lots.
 4. Minor Subdivision Plat: \$250.00 flat fee.
 5. Recording fee: \$5.00 per sheet.
 6. Waiver of ordinance section: \$100.00 per section.
 7. Revision ($\leq 25\%$ of site) \$150.00 flat fee, ($> 25\%$ of site) \$150.00, plus \$5.00 per lot.
 8. Revalidation or extension of approval: \$150.00 flat fee.
 9. Third and subsequent review: \$100.00 flat fee per review.
 10. Construction Plan Review:
 - a. Minor subdivision (≤ 5 lots, where required): \$150.00 flat fee.
 - b. Major subdivision (6 to 20 lots): \$150.00 base fee, plus \$10.00 per lot.
 - c. Major subdivision (≥ 21 lots): \$150.00 base fee, plus \$15.00 per lot.
 - d. Revisions: 25% of original fee.
- F. Site plan review:
1. Major site plan: \$450.00 base fee, Plus \$35.00 per acre.
 2. Minor site plan: \$300.00 flat fee.
 3. Administrative Review: \$50.00 flat fee.
 4. Revisions: ($\geq 25\%$ of site): \$150.00 flat fee; ($> 25\%$ of site): \$150.00, Plus \$35.00 per acre.
 5. Revalidation or extension of approval: \$150.00 flat fee.
 6. Waiver of ordinance section: \$100.00 per section.
 7. Third and subsequent reviews: \$100.00 flat fee per review.
- G. Board of Zoning Appeals
1. Variance: \$440.00 flat fee.
 2. Special exception: \$440.00 flat fee.
 3. Forestry adjustment, exceptions or payment in lieu: \$440.00 flat fee.
 4. Any other application: \$440.00 flat fee.
- H. Re-advertisement fee (if necessary): \$340.00 flat fee.
- I. Housing Review Board Appeal Fee: \$100.00.
- J. Forest Conservation Program Review
1. Declaration of Intent: \$50.00 flat fee.
 2. Forest Conservation Plan Review:
 - a. Sketch plan (optional): No fee
 - b. Major subdivision: \$200.00 base fee, plus \$25.00 per lot.
 - c. Minor subdivision/Boundary line adjustment: \$100.00 flat fee.
 - d. Major site plan: \$200.00 base fee, plus \$25.00 per acre.
 - e. Minor site plan: \$100.00 flat fee.
 - f. Revisions: ($< 25\%$ of site) \$150.00 flat fee; or
($> 25\%$ of site) \$150.00, plus \$35.00 per acre.
 - g. Forestry adjustment, exception, or payment in lieu request: \$100.00 flat fee.
- K. Building Code Appeals Board Application Fee: \$250.00.
- L. F.E.M.A. Variance Application Fee: \$250.00

- M. Agricultural Reconciliation Board Application Fee: \$150.00
- N. Critical Area Program Review
 - 1. Sketch plan (optional): No fee
 - 2. Major subdivision: \$200.00 base fee, plus \$25.00 per lot.
 - 3. Minor subdivision/Boundary line adjustment: \$100.00 flat fee.
 - 4. Major site plan: \$200.00 base fee, plus \$25.00 per acre.
 - 5. Minor site plan: \$100.00 flat fee.
 - 6. Revisions: ($\leq 25\%$ of site): \$150.00 flat fee;
($> 25\%$ of site): \$150.00 plus \$35.00 per acre.
 - 7. Growth allocation request: \$650.00 base fee plus \$15.00 per acre.
 - 8. Board of Zoning Appeals review of Department's denial of fees in lieu: \$100.00.
 - 9. Critical Area variance review: \$100.00 flat fee.
 - 10. Reinspection fee: \$50.00 per occurrence.
 - 11. Critical Area Permit: \$50.00
- O. Cooperative Campground/Mobile Home Park Review Fee
 - 1. Conversion to Co-op: \$600.00 base fee, plus \$35.00 per acre.
 - 2. Expand or enlarge Co-op: \$450.00 base fee, plus \$35.00 per acre.
 - 3. Revisions: ($\leq 25\%$ of site): \$150.00 flat fee; or
($> 25\%$ of site): \$150.00, plus \$35.00 per acre.
 - 4. Third and subsequent reviews: \$100.00 flat fee per review.
- P. Research Fee: \$50.00 per hour for each hour or portion thereof beyond the first hour of staff research time.
- Q. Natural Resources Article Text Amendment: \$350.00 per change requested.

II. PERMITS

- A. Building Permits
 - 1. For one- and two-family dwellings, additions thereto, and accessory structures 500 square feet or greater in size: A minimum fee of \$50.00 plus an amount equal to the square footage multiplied by the current value per square foot (as listed below) multiplied by .0055, with \$50.00 of the fee being non-refundable in the event the permit is not utilized.

TYPE OF AREA	CURRENT VALUE PER SQUARE FOOT
Habitable	\$48.12
Garage, covered decks, screened porches and other attached non-habitable covered areas	\$22.62
Open Decks	\$15.00

- 2. Manufactured and Mobile Homes: \$100.00 flat fee.
- 3. Multi-family, commercial and industrial (including accessory structures): A minimum fee of \$150.00 plus an amount equal to the square footage multiplied by the current value per square foot (as listed below) multiplied by .005, with

\$150.00 of the fee being non-refundable in the event the permit is not utilized:

IRC USE GROUP	CURRENT VALUE PER SQUARE FOOT
A-1	\$76.29
A-2	\$56.84
A-3	\$55.81
A-4	\$71.17
B	\$51.20
E	\$55.30
F-1	\$31.74
F-2	\$31.23
H	\$30.72
I-1	\$50.69
I-2	\$80.38
I-3	\$70.14
M	\$41.98
R-1	\$54.94
R-2	\$48.64
R-3	\$40.96
S-1	\$29.18
S-2	\$28.67
U	\$22.62

4. Reinspection Fee: \$50.00 each occurrence.
5. For construction of a handicap access ramp on a single-family home where appropriate documentation is presented to the department regarding the bonafide need: No fee.

B. Zoning Permits

1. All off-premise signs: \$100.00 flat fee.
2. Freestanding and on-building signs: \$1.00 per square foot, with a minimum charge of \$50.00.
3. Use of Land without structure and residential accessory structures less than 500

square feet including but not limited to fences, sheds, pools, and home occupations: \$50.00 flat fee.

4. Reinspection Fee: \$50.00 per occurrence.

C. Environmental Programs

1. Water Well: \$160.00 per well.
2. Water Sample (other than compliance sampling): \$50.00 per sample
3. Sewage:
 - a. Residential Evaluation.
 1. Individual lot or minor subdivision evaluation: \$350.00 per single family unit.
 2. Major subdivision evaluation: \$350.00 per single family unit. If more than six lots are requested a minimum payment of \$1,800.00 is required. Balance of fee to be collected as testing is completed.*
 3. Piezometer Installation (over 2 per lot): \$50.00 each
 - b. Commercial Evaluation.
 1. A minimum of \$350.00 is required.*
 - c. Sewage Area Modification.
 1. 30% or More: \$300.00
 2. Less than 30%: \$75.00
 - d. Sewage Permit.
 1. Complete new system (tank & drainfield): \$325.00
 2. Drainfield replacement: \$300.00
 3. Repairs of existing system including tank replacement: \$180.00
 4. Repairs and new permits for non-conventional systems: \$425.00
 - e. Building/Zoning Permit/Environmental Programs Review: \$50.00

*Note: This application fee covers testing for 10,000 square feet of sewage area. If conditions require testing greater than 10,000 square feet, applicant will be billed at a rate of \$10 per each additional 1,000 square foot area tested.

4. Burning Permit: \$80.00
5. Reinspection Fee: \$50.00 per occurrence.
6. Septage Haulers:
 - a. Annual license: \$50.00
7. Bathing Beach Permit: \$150.00
8. Plat/Plan Review:
 - a. Sketch Plan (optional): No fee.
 - b. Plat Review, public water & sewer, up to 5 lots: \$75.00.
 - c. Plat Review, public water & sewer, more than 5 lots: \$200.00.
 - d. Plat Review, private water & sewer, minor subdivision: \$180.00.

- e. Plat Review, private water & sewer, major subdivision: \$150.00 minimum for first 5 lots, plus \$25.00 per additional lot over 5.
 - f. Plat Review, property line revision/septic reserve area revision; Agricultural Use Only: \$120.00.
 - g. Commercial Construction Plan Review, public water & public sewer: \$60.00.
 - h. Commercial Construction Plan Review, public water & private sewer: \$85.00.
 - i. Commercial Construction Plan Review, private water & private sewer: \$100.00.
9. Mobile Home Park and Campground Permit Fees
- a. Annual Mobile Home Park Permit
 - 1. 10 or less sites: \$75.00
 - 2. 11 or more sites: \$150.00
 - b. Annual Campground Permit
 - 1. 100 or less sites: \$175.00
 - 2. 101 or more sites: \$250.00
 - c. Late Fees (Mobile Home Park and/or Campground Permits): \$50.00 per day/\$500.00 maximum.
10. Shared Facilities Agreement Processing Fees
- a. Minor (up to 5,000 gallons per day): \$100.00
 - b. Major (greater than 5,000 gallons per day): \$250.00
 - c. Shared facility inspection: \$50.00 per inspection
- *Note: There shall be no charge for shared facility agreements between two single-family homes.
11. Sanitary Service Area Applications
- a. Minor (up to 5,000 gallons per day): \$100.00
 - b. Major (greater than 5,000 gallons per day): \$500.00
- *Note: There shall be no charge for expansions involving the addition of an individual residential property to an existing service area.
12. Stormwater Management and Sediment & Erosion Control:
- a. Waiver requests: \$75.00.
 - b. Sediment and erosion control inspection fee for single-family dwellings: \$50.00.
 - c. Sediment and erosion control inspection fee for timber harvests: \$100.00.
 - d. Stormwater management and sediment and erosion control permits (with devices, structures, or the like): \$350.00 base fee, plus \$15.00 per acre over 5 acres.
 - e. Stormwater management and sediment and erosion control permits for clearing, grading and filling (no devices, structures or other items): \$200.00 base fee, plus \$15.00 per acre over 5 acres.
 - f. Stormwater management and sediment and erosion control permit revision fee: \$50.00.
 - g. Reinspection Fee: \$50.00 per occurrence.

D. General Permits.

1. Electrical Permits: \$25.00.
2. Plumbing Permits:
 - a. Administrative Fees (per permit issued)
 1. Mobile Homes (Manufactured Housing): \$25.00
 2. Modular Homes (Certified State Inspected): \$25.00
 3. Stick-built Homes: \$25.00
 4. Multi-Unit Buildings (Condo, Townhouse, Motel): \$100.00
 5. Commercial Units (Shopping Centers, Banks, Restaurants, Offices, etc.): \$100.00
 6. Back Flow Preventer Only: \$50.00
 - b. Inspection Fees (per unit)
 1. Mobile Homes (Manufactured Housing): \$40.00
 2. Modular Homes (Certified State Inspected): \$75.00
 3. Stick-built Homes: \$125.00
 4. Multi-Unit Buildings (Condo, Townhouse, Motel): \$125.00
 5. Commercial Units (Shopping Centers, Banks, Restaurants, Offices, etc.): \$125.00
 6. Back Flow Preventer Only: \$40.00
 7. Per fixture (over 10): \$5.00
 - c. Modification, Remodeling and Alteration Fees (Fixture Unit Count of Eight or Less)
 1. Administrative Fee: \$25.00
 2. Inspection Fee: \$75.00
 - d. Reinspection Fee: \$50.00 per inspection
 - e. Investigative Fee (beginning work without a permit): \$50.00 per hour
 - f. Gas Permits:
 1. Gas Permit: \$40.00
 2. Administrative Fee: \$25.00
 3. Each Additional Appliance (over 3): \$5.00
 - g. Plumbing Plan Review (Commercial)
 1. Up to 10,000 square feet: \$125.00
 2. Greater than 10,000 square feet: \$250.00
 3. Changes, additions, revisions to approved plans: \$50.00 per hour of review time

* Note: minimum charge of one-half hour re-review time
 - h. Rebuild of sewer cleanout reinspection/remobilization: \$100.00
3. Shoreline Construction Activity:
 - a. Minor application review fee (less than eight feet channelward): \$150.00
 - b. Major application review fee (greater than eight feet channelward): \$300.00.
 - c. Shoreline construction permit: \$150.00
 - d. Shoreline construction permit revision: \$50.00

E. Miscellaneous Permits and Licenses.

1. Rental License permit:

<u>Use of Structure</u>	<u>Annual Fee</u>
a. Short term rental properties	\$200 per unit
b. Mobile Home Park	\$200 per lot, site or unit
c. Hotel, Motel or Campground	\$5.00 per room or site, minimum of \$250
d. Bed and Breakfast Establishments	\$200 per establishment
e. Keeping of roomers or boarders	\$100 per home
f. Dwelling unit rentals greater than 28 days (Year-round or seasonal rentals)	\$50 per dwelling unit
g. Group homes and assisted living facilities where all units are owned by a single business entity operating the facility	\$250 per establishment
h. Group homes and assisted living facilities where units are individually owned and rented	\$100 per unit
i. License modifications with no change in class of license	\$50
j. License modifications with change in class of license	\$50 plus incremental difference in class fee
k. License modifications for additional units, rooms or sites	\$50 plus \$5.00 per additional unit, room or site
l. Any use or structure not specifically stated herein	Fee for the most similar use or structure as determined by the Department

2. Gaming (raffle) permit: \$25.00.

3. Roadside stand license: \$25.00

4. Bingo:

- a. Annual license: \$100.00
- b. Temporary license: \$25.00

5. Coin operated machine licenses:

- a. Claw machines, shuffleboard, mechanical bowling machines, single-coin pinball machines, electronic video games or any other similar public amusement device requiring insertion of a coin or token and the result of whose operation depends in whole or in part upon the skill of the operator: \$30.00 each.
- b. Arcades:
 - 1. 42 to 100 machines: \$1,250.00.
 - 2. 101 to 150 machines: \$1,750.00.
 - 3. 151 to 200 machines: \$2,250.00.
 - 4. 201 or more machines: \$2,750.00.
- c. Music boxes: \$30.00.
- d. Vending machines:
 - 1. 5¢ to 24¢ articles: \$20.00.
 - 2. 25¢ to 49¢ articles: \$25.00.
 - 3. Article 50¢ and over: \$30.00.
- e. Cigarette machines: \$75.00.

BE IT FURTHER RESOLVED that any other license or permit fee not enumerated above shall be in the amount presently in effect.

AND, BE IT FURTHER RESOLVED that this Resolution shall take effect on _____, 2023.

PASSED AND ADOPTED this ____ day of ____, 2023.

DRAFT



Worcester County Government
One West Market Street | Room 1103 | Snow Hill MD 21863-1195
(410) 632-1194 | (410) 632-3131 (fax) | admin@co.worcester.md.us | www.co.worcester.md.us

MEMORANDUM

TO: Worcester County Commissioners
FROM: Weston S. Young, Chief Administrative Officer
DATE: February 27, 2023
RE: State Department of Assessments and Taxation Holdover Lease Agreement

The Worcester County office of the State Department of Assessments and Taxation (SDAT) is currently leasing space in the Worcester County Government Center. We are in the process of considering relocating this state entity elsewhere to better utilize the building for county purposes. The lease with SDAT expires at the end of March and we will not have secured a new location, meeting all the state-mandated requirements, by this deadline.

We are seeking approval to extend the lease for six months while we continue to pursue our relocation efforts.

Attachments:

- Extended Holdover Letter – Page 2
- Lease Supplemental Agreements – Pages 3-13

February 7, 2023

Kimberly White, Chief
Lease Management and Procurement
Dept. of General Services - Office of Real Estate
300 W. Preston Street, Room 601
Baltimore, MD 21201

RE: DGS # 3650/SDAT/1 West Market Street, Snow Hill, MD 21863

Dear Ms. White:

The County Commissioners of Worcester County, Maryland (the “Lessor”), and the State of Maryland, (the “Lessee”) to the use of the Department of Assessments and Taxation are parties to that certain Original lease dated January 23, 2002, SLA # 1 dated 04/18/2012 and SLA # 2 dated September 20, 2017 (the “Lease”). Pursuant to the terms of Section 9.2 of the Lease, Lessee exercised its option to extend the term of the Lease for a period of six (6) months (the “Holdover Period”), which Holdover Period expires on March 31, 2023. Pursuant to the terms of the aforesaid Section 9.2 of the Lease, the Lessor hereby consents to an extension of the Holdover Period for an additional period of up to six (6) months commencing April 1, 2023 and ending September 30, 2023 (the “Holdover Extension Period”) at the current per square foot rate of \$12.60. During the Holdover Extension Period, Lessor and Lessee shall abide by all terms and conditions of the Lease.

Sincerely,

The County Commissioners of Worcester County, Maryland

By: _____

Printed Name: _____

Title: _____

STATE OF MARYLAND SUPPLEMENTAL LEASE AGREEMENT	Supplemental Agreement No. 1	Date: February 7, 2012
	To Lease Dated: January 8, 2002	
Address of Premises: One West Market Street, Room 1202 Snow Hill, Maryland 21863		

THIS AGREEMENT, is made and entered into this 7th day of February, 2012 by and between The County Commissioners of Worcester County, Maryland, hereinafter called the Lessor, and the State of Maryland, hereinafter called the Lessee, to the use of the Department of Assessment and Taxation.

WHEREAS, the Lease Agreement dated January 8, 2002 terminated on January 31, 2012; and

WHEREAS, the Lessee pursuant to Paragraph 9.2. has exercised its absolute right to holdover; and

WHEREAS, the parties hereto desire to amend the Lease Agreement to: a.) Exercise the option to renew the lease for a period of five (5) years; and b.) to incorporate other provisions as more specifically stated below.

NOW, THEREFORE, the parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended as follows:

1. Paragraph 1.3 of the Lease Agreement is amended to read as follows: The term of the Lease is five (5) years and Zero months (0), and shall commence on May 1, 2012. The Original Term and any Renewal Term(s) shall hereinafter collectively be referred to as the "Term".

2. Paragraph 1.4.1.2. of the Lease Agreement shall be amended to read as follows:
Lessee and Lessor agree that that Lessee's share of Operating Cost shall commence at Eleven Dollars and Eighty-Eight Cents (\$11.88) per square foot per annum, which is Fifty Seven Thousand Eight Hundred Forty-Four Dollars and Sixty-Nine Cents (\$57,844.69) per annum payable in equal monthly installments of Four Thousand Eight Hundred Twenty Dollars and Thirty-Nine Cents (\$4,820.39). Notwithstanding anything to the contrary, in no event shall the Lessee's share of operating cost exceed Fifteen Dollars (\$15.00) per square foot per annum, which is Seventy Three Thousand Twenty Dollars and Zero Cents (\$73,020.00) payable in equal monthly installments of Six Thousand Eighty-Five Dollars and Zero Cents (\$6,085.00). The Lessor's Federal Tax Identification number is 52-6001064.

3. Paragraph 2 of the Lease Agreement shall be amended to read as follows:

<u>Department</u>	<u>NUSF</u>	<u>Annual Rent</u>	<u>Monthly Rent</u>	<u>% of Expenses</u>
Assessments & Taxation	4,868	\$57,844.69	\$4,820.39	100.00%

4. The following Paragraphs shall be added and made part of the Lease Agreement:

31.1. As a condition of entering into this Lease, upon the Maryland Human Relations Commission's request, and only after the filing of a complaint against the Lessor under Title 19 of the State Finance and Procurement Article, as amended from time to time, the Lessor agrees to: provide to the State within 60 days after the request a truthful and complete list of the names of all subcontractors, vendors, and suppliers that the Lessor has used in the past 4 years on any of its contracts that were undertaken within the State of Maryland, including the total dollar amount paid by the contractor on each subcontract or supply contract. The Lessor further agrees to cooperate in any investigation conducted by the State pursuant to the State's Commercial Nondiscrimination Policy as set forth under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland, to provide any documents relevant to any investigation that is requested by the State. The Lessor understands and agrees that violation of this clause shall be considered a material breach of this Lease and may result in contract termination, disqualification by the State from participating in State contracts, and other sanctions.

31.2. As a condition of entering into this Lease, the Lessor represents and warrants that it will comply with the State's Commercial Nondiscrimination Policy, as described under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland. As part of such compliance, the Lessor may not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or other unlawful forms of discrimination in the solicitation, selection, hiring, or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall the Lessor retaliate against any person for reporting instances of such discrimination. The company shall provide equal opportunity for subcontractors, vendors, and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the marketplace. The Lessor understands and agrees that a material violation of this clause shall be considered a material breach of this Lease and may result in termination of this Lease, disqualification of the Lessor from participating in State contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.

31.3 As a condition of entering into this Lease, the Lessor represents and warrants that every subcontract it has entered into or will enter into for the performance of any of the work under this Lease shall include a clause identical to paragraph 31.2 above.

All references to statutes in the Lease Agreement shall be deemed to be revised and cited to as amended. Except as modified herein all other terms and conditions of the Lease Agreement shall remain in full force and effect.

(The remainder of this page is intentionally blank; Signatures on next page)

IN WITNESS WHEREOF, the parties hereto for themselves, their successors and assigns have set their hand and seal on the day and year first above written.

ATTEST

LESSOR: The County Commissioners of Worcester County, Maryland

[Signature]
(Witness)

By: [Signature] (SEAL)
James C. Church, President

ATTEST:

LESSEE: The State Of Maryland: Department of Assessments & Taxation

[Signature]
(Witness)

BY: [Signature] (SEAL)
Darrin Aycock, Chief Financial Officer

Execution of the above Supplemental Lease #1 was authorized and approved by the Board of Public Works at a meeting held on April 18 2012 as Item 14 -LT-OPT.

[Signature]
Office of Real Estate
Department of General Services

This Supplemental Lease #1 has been approved for form and legal sufficiency by the Office of the Attorney General on April 20, 12 by [Signature] Assistant Attorney General.

[Signature]
Department of General Services
Assistant Attorney General

Larry Hogan
Governor

Boyd K. Rutherford
Lt. Governor



Ellington Churchill
Secretary

MARYLAND DEPARTMENT OF GENERAL SERVICES
OFFICE OF THE SECRETARY

FACILITIES OPERATIONS & MAINTENANCE • FACILITIES PLANNING, DESIGN & CONSTRUCTION
PROCUREMENT & LOGISTICS • REAL ESTATE

300 W. Preston Street, Room 601 Baltimore, MD 21201

website: www.dgs@maryland.gov

November 27, 2017

Ms. Kathy Whited
Budget Officer
Worcester County Commissioners
1 West Market Street, Room 1103
Snow Hill, Maryland 21863

Re: Supplemental Agreement No. 2
SDAT
1 West Market Street, Room 1202
Snow Hill, Maryland 21863
Lease Nos. 3650

Dear Ms. Whited:

Please find enclosed, a properly executed copy of Supplemental Agreement No. 2 for the above referenced location for your records.

Should you have any questions in regards to this matter, do not hesitate to contact me at 410-767-4324 or email: exequiel.grandea@maryland.gov . Thank you for your cooperation in this matter.

Sincerely,

Exequiel S. Grandea
Senior Lease Acquisition Specialist

Enclosure
cc: File

301 West Preston Street
Baltimore, Maryland 21201-2305
(410) 767-4960
FAX (410) 333-5480

Toll Free 1-800-449-434
e-mail: Ellington.Churchill2@maryland.gov
TTY users 1-800-735-225



STATE OF MARYLAND SUPPLEMENTAL LEASE AGREEMENT DGS Form 680-3A	Supplemental Agreement No. Two (2)	Date prepared: May 31, 2017
	To Lease Dated: January 8, 2002 Supplemental Agreement No. 1, dated February 7, 2012	
Address of Premises: One West Market Street, Room 1202 Snow Hill, Maryland 21863		

THIS AGREEMENT, is made and entered into this ___ day of _____, 2017 by and between, the County Commissioners of Worcester County, Maryland, hereinafter called the Lessor, and the State of Maryland, hereinafter called the Lessee, to the use of the Department of Assessments & Taxation.

WHEREAS, the original Term (the "Original Term") of the Lease Agreement dated January 8, 2002 (as amended, the "Lease") terminated on January 31, 2012; and

WHEREAS, the Lessee pursuant to paragraph 9.2., exercised its absolute right to holdover; and

WHEREAS, the parties amended the Lease Agreement pursuant to Supplemental Agreement No. 1 and exercised the first (1st) of two (2) options to renew the Lease for a period of five (5) years each (each, a "Renewal Term"), effective May 1, 2012; and

WHEREAS, the first Renewal Term terminated on April 30, 2017;

WHEREAS, the Lessee pursuant to paragraph 9.2., exercised its absolute right to holdover; and

WHEREAS, the parties desire to further amend the Lease and exercise the second (2nd) and final option to renew the lease for the second Renewal Term of five (5) years.

NOW, THEREFORE, the parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended as follows:

1. This Agreement shall constitute Lessee's election, pursuant to Section 9.1 of the Lease, to renew the Lease for the second (2nd) Renewal Term. Accordingly, (a) the second (2nd) Renewal Term of the Lease is five (5) years and Zero (0) months and shall commence on October 1, 2017 and the Term of the Lease shall terminate on September 30, 2022. As used herein, "Term" shall mean, collectively, the Original Term and any Renewal Terms properly exercised.

2. Paragraph 1.4.1.2 of the Lease Agreement shall be amended to read as follows: Lessee and Lessor agree that the Lessee's share of Operating Cost shall commence at Twelve Dollars and Sixty Cents (\$12.60) per square foot per annum, which is Sixty-One Thousand Three Hundred Thirty-Six Dollars and Eighty Cents (\$61,336.80) per annum payable in equal monthly installments of Five Thousand One Hundred Eleven Dollars and Forty Cents (\$5,111.40). Notwithstanding anything to the contrary, in no event shall the Lessee's share of operating cost exceed Fifteen Dollars (\$15.00) per square foot per annum, which is Seventy Three Thousand Twenty Dollars and Zero Cents (\$73,020.00) payable in equal monthly installments of Six Thousand Eighty-Five Dollars and Zero Cents (\$6,085.00). The Lessor's Federal Tax Identification number is 52-6001064.

3. The Lease is hereby amended by the addition of the following new Paragraph 32:

"32. Lessor's Work.

Prior to the commencement of the second (2nd) Renewal Term, Lessor will complete the following work at Lessor's cost, in accordance with the State of Maryland General Performance Standards and Specifications for Leased Space as of 07/2013, a copy of which is located at www.dgs.maryland.gov/realestate, which General Performance Standards and Specifications are incorporated hereby and made a part of the Lease:

- a. Repaint throughout the demised premises.
- b. Clean and shampoo carpet or replace carpet."

4. Attached hereto as **Exhibit A** and incorporated herein as additional terms and conditions of this Agreement if the State of Maryland Standard Lease Affidavit to be executed by Lessor.

Except as modified hereby, all other terms and conditions of the Lease shall remain in full force and effect.

This Agreement shall only be effective and binding upon the Lessee upon full execution by the parties hereto and approval by the Maryland Board of Public Works. The Lessor has no right to institute any action or proceeding to compel the Maryland Board of Public Works to approve this Agreement. In the event this Agreement is not fully executed or approved by the Maryland Board of Public Works, the Lessor's only remedy shall be to declare this Agreement null and void.

IN WITNESS WHEREOF, the parties subscribed their names as of the above date.

LESSOR: The County Commissioners of Worcester County, Maryland

Kelly Braman
WITNESS

By: Madison J. Bunting, Jr. (SEAL)
Madison J. Bunting, Jr., President

STATE OF MARYLAND
Department of Assessments and Taxation

Katherine Holmes
WITNESS

By: Michael L. Higgs, Jr. (SEAL)
Michael L. Higgs, Jr., Director

CERTIFICATION BY BOARD OF PUBLIC WORKS

Execution of the above Supplemental Lease Agreement No. 2 is hereby authorized and approved by the Board of Public Works at a meeting held SEPT. 20, 2017 Item 11 -LT.

Robert S. Hunt
Office of Real Estate

This lease is hereby approved for Form and Legal Sufficiency by PATRICK M. MARTIN Assistant Attorney General, on June 22, 2017.

Patrick M. Martin
Assistant Attorney General

Addendum "A"

**Affidavit
(Authorized Representative and Affiant 01/2013)**

A. AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

I am the (title) _____ and the duly authorized representative of (business) _____ and that I possess the legal authority to make this Affidavit on behalf of myself and the business for which I am acting.

B. CERTIFICATION REGARDING COMMERCIAL NONDISCRIMINATION

The undersigned bidder hereby certifies and agrees that the following information is correct: In preparing its bid on this project, the bidder has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not engaged in "discrimination" as defined in §19-103 of the State Finance and Procurement Article of the Annotated Code of Maryland. "Discrimination" means any disadvantage, difference, distinction, or preference in the solicitation, selection, hiring, or commercial treatment of a vendor, subcontractor, or commercial customer on the basis of race, color, religion, ancestry, or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or any otherwise unlawful use of characteristics regarding the vendors, supplier's or commercial customer's employees or owners. "Discrimination" also includes retaliating against any person or other entity for reporting any incident of "discrimination". Without limiting any other provision of the solicitation on this project, it is understood that, if the certification is false, such false certification constitutes grounds for the State to reject the bid submitted by the bidder on this project, and terminate any contract awarded based on the bid. As part of its bid or proposal, the bidder herewith submits a list of all instances within the past 4 years where there has been a final adjudicated determination in a legal or administrative proceeding in the state of Maryland that the bidder discriminated against subcontractors, vendors, suppliers, or commercial customers, and a description of the status or resolution of that determination, including any remedial action taken. Bidder agrees to comply in all respects with the State's Commercial Nondiscrimination Policy as described under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland.

C. AFFIRMATION REGARDING BRIBERY CONVICTIONS

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business (as is defined in Section 16-101(b) of the State Finance and Procurement Article of the Annotated Code of Maryland), or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities has been convicted of, or has had probation before judgment imposed pursuant to Criminal Procedure Article, §6-220, Annotated Code of Maryland, or has pleaded nolo contendere to a charge of, bribery, attempted bribery, or conspiracy to bribe in violation of Maryland law, or of the law of any other state or federal law, except as follows (indicate the reasons why the affirmation cannot be given and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of person(s) involved, and their current positions and responsibilities with the business):

_____.

D. AFFIRMATION REGARDING OTHER CONVICTIONS

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities including obtaining or performing contracts with public bodies, has:

(1) Been convicted under state or federal statute of:

- (a) a criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract; or
- (b) fraud, embezzlement, theft, forgery, falsification or destruction of records, or receiving stolen property;
- (2) Been convicted of any criminal violation of a state or federal antitrust statute;
- (3) Been convicted under the provisions of Title 18 of the United States Code for violation of the Racketeer Influenced and Corrupt Organization Act, 18 U.S.C. §1961, et seq., or the Mail Fraud Act, 18 U.S.C. §1341, et seq., for acts in connection with the submission of bids or proposals for a public or private contract;
- (4) Been convicted of a violation of the State Minority Business Enterprise Law, Section 14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland;
- (5) Been convicted of a violation of the Section 11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland;
- (6) Been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any law or statute described in subsection (1) through (5) above;
- (7) Been found civilly liable under a state or federal antitrust statute for acts or omissions in connection with the submission of bids or proposals for a public or private contract;
- (8) Been found in a final adjudicated decision to have violated the Commercial Nondiscrimination Policy under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland with regard to a public or private contract; or
- (9) Admitted in writing or under oath, during the course of an official investigation or other proceedings, acts or omissions that would constitute grounds for conviction or liability under any law or statute described in Section B and subsections (1) through (7) above, except as follows (indicate reasons why the affirmations cannot be given, and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of the person(s) involved and their current positions and responsibilities with the business, and the status of any debarment):

E. AFFIRMATION REGARDING DEBARMENT

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities, has ever been suspended or debarred (including being issued a limited denial of participation) by any public entity, except as follows (list each debarment or suspension providing the dates of the suspension or debarment, the name of the public entity and the status of the proceedings, the name(s) of the person(s) involved and their current positions and responsibilities with the business, the grounds of the debarment or suspension, and the details of each person's involvement in any activity that formed the grounds of the debarment or suspension):

F. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES

I FURTHER AFFIRM THAT:

- (1) The business was not established and it does not operate in a manner designed to evade the application of or defeat the purpose of debarment pursuant to Sections 16-101, et seq., of the State Finance and Procurement Article of the Annotated Code of Maryland; and
- (2) The business is not a successor, assignee, subsidiary, or affiliate of a suspended or debarred business, except as follows (you must indicate the reasons why the affirmations cannot be given without qualification):

G. SUB-CONTRACT AFFIRMATION

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, has knowingly entered into a contract with a public body under which a person debarred or suspended under Title 16 of the State Finance and Procurement Article of the Annotated Code of Maryland will provide, directly or indirectly, supplies, services, architectural services, construction related services, leases of real property, or construction.

H. AFFIRMATION REGARDING COLLUSION

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business has:

- (1) Agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the accompanying bid or offer that is being submitted;
- (2) In any manner, directly or indirectly, entered into any agreement of any kind to fix the bid price or price proposal of the bidder or Offeror or of any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the accompanying bid or offer is submitted.

I. FINANCIAL DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, the provisions of Section 13-221 of the State Finance and Procurement Article of the Annotated Code of Maryland, which require that every business that enters into contracts, leases, or other agreements with the State of Maryland or its agencies during a calendar year under which the business is to receive in the aggregate \$100,000 or more shall, within 30 days of the time when the aggregate value of the contracts, leases, or other agreements reaches \$100,000, file with the Secretary of State of Maryland certain specified information to include disclosure of beneficial ownership of the business.

J. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, Election Law Article, §§14-101—14-108, Annotated Code of Maryland, which requires that every person that enters into contracts, leases, or other agreements with the State of Maryland, including its agencies or a political subdivision of the State, during a calendar year in which the person receives in the aggregate \$100,000 or more shall file with the State Board of Elections a statement disclosing contributions in excess of \$500 made during the reporting period to a candidate for elective office in any primary or general election.

K. DRUG AND ALCOHOL FREE WORKPLACE

(Applicable to all contracts unless the contract is for a law enforcement agency and the agency head or the agency head's designee has determined that application of COMAR 21.11.08 and this certification would be inappropriate in connection with the law enforcement agency's undercover operations.)

I CERTIFY THAT:

- (1) Terms defined in COMAR 21.11.08 shall have the same meanings when used in this certification.
- (2) By submission of its bid or offer, the business, if other than an individual, certifies and agrees that, with respect to its employees to be employed under a contract resulting from this solicitation, the business shall:
 - (a) Maintain a workplace free of drug and alcohol abuse during the term of the contract;
 - (b) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of drugs, and the abuse of drugs or alcohol is prohibited in the business' workplace and specifying the actions that will be taken against employees for violation of these prohibitions;
 - (c) Prohibit its employees from working under the influence of drugs or alcohol;
 - (d) Not hire or assign to work on the contract anyone whom the business knows, or in the exercise of due diligence should know, currently abuses drugs or alcohol and is not actively engaged in a bona fide drug or alcohol abuse assistance or rehabilitation program;

- (e) Promptly inform the appropriate law enforcement agency of every drug-related crime that occurs in its workplace if the business has observed the violation or otherwise has reliable information that a violation has occurred;
- (f) Establish drug and alcohol abuse awareness programs to inform its employees about:
 - (i) The dangers of drug and alcohol abuse in the workplace;
 - (ii) The business' policy of maintaining a drug and alcohol free workplace;
 - (iii) Any available drug and alcohol counseling, rehabilitation, and employee assistance programs; and
 - (iv) The penalties that may be imposed upon employees who abuse drugs and alcohol in the workplace;
- (g) Provide all employees engaged in the performance of the contract with a copy of the statement required by §J(2)(b), above;
- (h) Notify its employees in the statement required by §J(2)(b), above, that as a condition of continued employment on the contract, the employee shall:
 - (i) Abide by the terms of the statement; and
 - (ii) Notify the employer of any criminal drug or alcohol abuse conviction for an offense occurring in the workplace not later than 5 days after a conviction;
- (i) Notify the procurement officer within 10 days after receiving notice under §J(2)(h)(ii), above, or otherwise receiving actual notice of a conviction;
- (j) Within 30 days after receiving notice under §J(2)(h)(ii), above, or otherwise receiving actual notice of a conviction, impose either of the following sanctions or remedial measures on any employee who is convicted of a drug or alcohol abuse offense occurring in the workplace:
 - (i) Take appropriate personnel action against an employee, up to and including termination; or
 - (ii) Require an employee to satisfactorily participate in a bona fide drug or alcohol abuse assistance or rehabilitation program; and
- (k) Make a good faith effort to maintain a drug and alcohol free workplace through implementation of §J(2)(a)—(j), above.
- (3) If the business is an individual, the individual shall certify and agree as set forth in §J(4), below, that the individual shall not engage in the unlawful manufacture, distribution, dispensing, possession, or use of drugs or the abuse of drugs or alcohol in the performance of the contract.
- (4) I acknowledge and agree that:
 - (a) The award of the contract is conditional upon compliance with COMAR 21.11.08 and this certification;
 - (b) The violation of the provisions of COMAR 21.11.08 or this certification shall be cause to suspend payments under, or terminate the contract for default under COMAR 21.07.01.11 or 21.07.03.15, as applicable; and
 - (c) The violation of the provisions of COMAR 21.11.08 or this certification in connection with the contract may, in the exercise of the discretion of the Board of Public Works, result in suspension and debarment of the business under COMAR 21.08.03.

L. CERTIFICATION REGARDING INVESTMENTS IN IRAN

1. The undersigned certifies that, in accordance with State Finance & Procurement Article, § 17-705:
 - (i) it is not identified on the list created by the Board of Public Works as a person engaging in investment activities in Iran as described in § 17-702 of State Finance & Procurement; and
 - (ii) it is not engaging in investment activities in Iran as described in State Finance & Procurement Article, § 17-702.
2. The undersigned is unable to make the above certification regarding its investment activities in Iran due to the following activities:

M. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT

I FURTHER AFFIRM THAT:

(1) The business named above is a (domestic ___) (foreign ___) corporation registered in accordance with the Corporations and Associations Article, Annotated Code of Maryland, and that it is in good standing and has filed all of its annual reports, together with filing fees, with the Maryland State

Department of Assessments and Taxation, and that the name and address of its resident agent filed with the State Department of Assessments and Taxation is (IF NOT APPLICABLE, SO STATE):

Name: _____
Address: _____

(2) Except as validly contested, the business has paid, or has arranged for payment of, all taxes due the State of Maryland and has filed all required returns and reports with the Comptroller of the Treasury, the State Department of Assessments and Taxation, and the Department of Labor, Licensing, and Regulation, as applicable, and will have paid all withholding taxes due the State of Maryland prior to final settlement.

N. CONTINGENT FEES

I FURTHER AFFIRM THAT:

The business has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency working for the business, to solicit or secure the Contract, and that the business has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency, any fee or any other consideration contingent on the making of the Contract.

O. CERTAIN AFFIRMATIONS VALID

I FURTHER AFFIRM THAT To the best of my knowledge, information and belief, each of the affirmations, certifications or acknowledgments contained in that certain Revenue/Bid Proposal Affidavit dated _____, 200__, and executed by me for the purpose of obtaining the Lease to which this Addendum is attached remains true and correct in all respects as if made as of the date of this Revenue/Bid Proposal Affidavit and as if fully set forth herein.

P. ACKNOWLEDGEMENT

I ACKNOWLEDGE THAT this Affidavit is to be furnished to the Procurement Officer and may be distributed to units of: (1) the State of Maryland; (2) counties or other subdivisions of the State of Maryland; (3) other states; and (4) the federal government. I further acknowledge that this Affidavit is subject to applicable laws of the United States and the State of Maryland, both criminal and civil, and that nothing in this Affidavit or any contract resulting from the submission of this bid or proposal shall be construed to supersede, amend, modify or waive, on behalf of the State of Maryland, or any unit of the State of Maryland having jurisdiction, the exercise of any statutory right or remedy conferred by the Constitution and the laws of Maryland with respect to any misrepresentation made or any violation of the obligations, terms and covenants undertaken by the above business with respect to (1) this Affidavit, (2) the contract, and (3) other Affidavits comprising part of the contract.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

Date: 8/1/17

By: Madison J. Bunting, Jr.
(Authorized Representative and Affiant)

Madison J. Bunting, Jr.
Printed or Typed Name

Administration

LOUIS H. TAYLOR
Superintendent of Schools

C. DWAYNE ABT, Ed.D.
Chief Operations & Human Relations
Officer

DENISE R. SHORTS
Chief Academic Officer, Gr. PK-8

VINCENT E. TOLBERT, CPA
Chief Financial Officer

ANNETTE E. WALLACE, Ed.D.
Chief Safety & Academic Officer, Gr. 9-12



The Board of Education of Worcester County
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DONALD C. SMACK, SR.

March 7, 2023

Mr. Anthony W. Bertino, Jr, President
Worcester County Commissioners
One W. Market Street, Room 1103
Snow Hill, Maryland 21863

Dear President Bertino:

On January 17, 2023 the Board of Education approved the Buckingham Elementary School Feasibility Study. The Feasibility Study was completed and presented to the Board by the architectural/engineering team from Becker Morgan Group. On March 7th we will be reviewing the Feasibility Study findings and recommendations with you.

The Feasibility Study was executed as the first step in the planning process to assess the existing building and site, including instructional, health and safety issues, to identify and report those deficiencies within the comprehensive Study and to offer options to address the deficiencies.

In addition to your approval of the Feasibility Study, we are requesting \$60,000.00 of design funding in FY23 to complete the Educational Specifications and Conceptual Planning phases of the project. We will include a design funding request of \$815,000 in our FY24 local budget to complete the Schematic Design and to begin the Design Development phase of design. A final design funding request will be included in our FY25 local budget pending the determination of State design funding in the FY25 Capital Improvement Program.

With the ongoing support of the County Commissioners, we have successfully executed five major school construction projects over the past fifteen years; the new Worcester Technical High School in 2008, the Pocomoke High School renovation project in 2011, the Snow Hill High School renovation project in 2017, the new Showell Elementary School project in 2020 and the Addition to Stephen Decatur Middle School in 2022.

It is our belief that we have been successful in executing our ambitious and aggressive Capital Improvement Program because of the combined efforts of our Board of Education, County Commissioners, state legislators and community members. It is our hope that with the ongoing support of the County Commissioners, we will continue to provide all Worcester County children with excellent educational facilities.

I look forward to meeting with you on March 7th to discuss the Buckingham Elementary School Feasibility Study.

Sincerely,

LOUIS H. TAYLOR
Superintendent of Schools

LT:jjp

cc: Board of Education Members
Mr. Weston Young



Feasibility Study – Executive Summary

BUCKINGHAM ELEMENTARY SCHOOL

2022149.00 | 03.07.2023



INTRODUCTION

The enclosed Feasibility Study of Buckingham Elementary School for the Worcester County Board of Education was prepared by Becker Morgan Group, Inc., Architects & Civil Engineers, with the assistance of Morabito Consultants, Inc., Structural Engineers and Gipe Associates, Inc., Mechanical & Electrical Engineers.

We are appreciative of the input provided by the following:

- **Superintendent of Schools**
Louis H. Taylor
- **Facilities Planner**
Joe Price
- **Principal**
Dr. Christina Welch
- **Vice Principal**
Deshon Purnell
- **Curriculum Resource & Title 1 Coordinator**
Laura Arenella
- **Guidance**
Staci Aperance
- **Social Worker**
Cameron Cluster
- **Nurse**
Caitlin Pusey
- **Front Office Staff**
Suzanne Evans
MaryJane King
Diane Parsons
- **Pre- Kindergarten Teachers**
Darlene Beall
Layla Fowler
Michaela Hatlee
Cassie McElfish
Alison Semanchik
- **Kindergarten Teachers**
Jessica Grimes
Lisa Lynch
Jessica Mariner
Kim Marowski
Karen Price
- **First Grade Teachers**
Tanya Call
Susan Gray
Missy Henderson
Anne Myers
Holly Truitt
- **Second Grade Teachers**
Stacy Bredenberg
Amie Bullock
Amanda Hammond
Donna Socha
Chrissy Urick
- **Third Grade Teachers**
Erika Davis
Danielle DiMichele
Carrie DiPietro
Elizabeth Masters
Mary Ann Moniodis
- **Fourth Grade Teachers**
Michael Booth
Sandy Rippin
Gloria Scafone
Frank Siano



INTRODUCTION

- **Special Education**
Dana Adams
Jenna Ashcraft
Courtney Bennett
Kerri Hancock
Giovanna Loizaga- Clark
Deb Quilter
Annette Waters
- **Related Services**
Morgan McAllister
Michelle Dougherty
Erin Gray
Tanya Miller
- **English Language Teachers**
Karen Connor
Kelly Gee
Barbara Porter
- **Instructional Coaches**
Alison Giska
Elizabeth Glover
Julie Hanenfeld
Ramona Smith
- **Art**
Melissa Reid
- **Music**
Emely Martin
- **Tech Ed**
Bryan Hamilton
- **Physical Education**
Scott Payne
- **Music & Movement**
Colby Haines
- **Media**
Caitlin Bunting
- **Food Service**
Michele O'Ferral
- **Custodial**
Glenda Holden
Ricky Jarmon
Larry Lewis
Michael Redden
- **School Security Deputy**
Deputy Scott Griffin
- **Educational Assistants**
Jez King

EXECUTIVE SUMMARY

The 49,000 square foot Buckingham Elementary School was built in 1978 and has had no additions or major renovations since initial construction. To relieve overcrowding, five portable classrooms are utilized for instructional space for fourth grade. The school's current educational program requirements greatly exceed the square footage available. The school includes grades Pre-k3 to fourth, and as of September 2022 Buckingham Elementary had an enrollment of 515 students which is 93.5% of the school's State-rated capacity and 125% of the Worcester County Board of Education Local rated-capacity. The 2022 enrollment has exceeded the 483 student projection by 32 students. In addition, the shared cafeteria / auditorium space relies on six lunch sittings for grades first through fourth while students use the stage for music class simultaneously. Pre-k and Kindergarten eat lunch in their classrooms due to space constraints.

Buckingham Elementary School is a Title 1 school which supports additional instruction for reading and mathematics, additional teachers, and after-school and summer programs to extend and reinforce the regular school curriculum. This *Feasibility Study* encompasses the complete evaluation of the existing school and its site, and is the first step of the planning efforts needed to provide a facility that fully meets educational requirements.

The study began with Worcester County Public Schools developing a preliminary educational specification, which defines the philosophy, goals, and educational plan. The educational plan was then further defined through meetings with school departmental representatives. Data pertaining to the existing facility was gathered from interviews with the school departments and from the District's facilities department; and, a physical assessment of the building, its systems and site was completed.





EXECUTIVE SUMMARY

EXISTING CONDITIONS

Although the school is well maintained, major deficiencies in all categories were found, including the following:

BUILDING SYSTEMS

- Heating and air conditioning systems are past their life expectancy.
- Ventilation is poor.
- Electrical systems are past their life expectancy and there is not adequate capacity for standard needs.
- The technology systems are inadequate.
- Lighting is bright and harsh.
- Plumbing systems are past their life expectancy.
- The roof is aged.
- Finishes are outdated and nearing the end of their life expectancy.
- There are no water fountains in the gymnasium area.
- Limited amounts of asbestos remain present in fire doors, floor tiles and chalkboard mastic.

CODE ISSUES

- All door hardware is non-ADA compliant.
- All toilet rooms are non-ADA compliant.
- Many of the doors are non-ADA compliant in size.
- Main entrances are not equipped with ADA push buttons and paths to bus/car loops are not equal for handicapped students.

SITE

- There is not enough stacking space for cars dropping off or picking up students.
- The parent drop-off area is too far from entrance to the building and creates traffic along major roadways.
- Buses block parking spaces during bus arrival and dismissal times.
- There are not enough parking spaces for staff and visitors.
- There are site traffic flow and parking problems during school and during after-school events.
- Outdoor play equipment is not ADA compliant.
- Site lighting quantity and light levels are inadequate and unsafe.
- Limited exterior building and no site perimeter cameras.

INSTRUCTIONAL SPACES

- The number of classrooms is insufficient, resulting in the use of five portable classrooms.
- Classrooms in portables must re-enter main building to use restroom facilities.
- Full grade levels are not within the same pod or adjacent to each other.
- Classrooms are too small for instructional programs.

- Classroom and other adjacencies are inefficient.
- Majority of classrooms have no interior doors or solid walls, resulting in security and acoustical issues.
- The Art Room receives inadequate natural light.
- The Art Room does not have a proper sink.
- WI-FI is inadequate.
- There are no private quiet spaces for testing.
- There are not enough offices for staff.
- There are no studio facilities for broadcasting throughout the school.
- Media Center is in the middle of the school with no walls therefore noise levels are distracting.
- Special Education lacks offices, conference rooms and counseling rooms.
- The stage doubles as the only music classroom.
- There are not enough meeting spaces for administrative staff and instructors.

SUPPORT SPACES

- The kitchen is inadequate in size with only one small serving line and its equipment has outlived its life expectancy.
- There is no kitchen laundry or custodial closets.
- There is no kitchen manager's office.
- Loading area is too small and accommodates the only kitchen walk-in cooler.
- The Cafetorium sound system is inadequate.
- The Cafetorium is too small to accommodate large public gathering or entire school population.
- The total number of toilet rooms, for students and staff, is inadequate and the location of toilet rooms are far from the North wing of the school.
- General storage is inadequate.
- Program-specific storage is inadequate.
- The total number of conference rooms is inadequate.
- The total number of teacher planning rooms is inadequate.
- Outdoor storage for maintenance equipment is inadequate.
- Lobby space is congested and used for all student, visitor, and staff access to the building.
- There is no secure vestibule.
- The faculty room is windowless and too small. It is the only teacher work area in the building.
- The Health Suite lacks adequate laundry, medicine storage and adequate refrigerator.

EXECUTIVE SUMMARY

PROPOSED OPTIONS

Two options have been developed to present the relative costs of renovation / additions versus a replacement school and to present feasible plans for correcting the school's deficiencies.

OPTION "A" RENOVATION/ADDITIONS

This option includes two classroom wing additions, a food service area addition, a gymnasium renovation, and complete demolition and renovation of the interior of the existing building. It also includes exterior upgrades, as well as the reworking of vehicular and pedestrian circulation on the site. It would require relocating existing portable classrooms during phased construction and the relocation of the staff and students multiple times before they are settled in the completed project.

OPTION "B" REPLACEMENT SCHOOL

This option offers the alternative of a replacement facility located on the same site, the removal of the existing building, and the reworking of vehicular and pedestrian circulation on the site. It would allow the staff and students to move one time, to the completed school.



The above images represent Option A (left) renovation and addition and Option "B" (right) new school in relation to its location of the existing school on site.

Neither option is intended as a final design, but as evidence that the existing school cannot meet program requirements within its existing footprint. A major addition or replacement school is required to meet the eventually established educational program requirements. The actual direction of the design will be determined after educational specifications are finalized.

Plans for both options are provided on the following pages.



EXECUTIVE SUMMARY

Costs

The following tables summarize the estimated costs associated with each option. Table 1 summarizes construction costs and includes estimated state and local allocations. Table 2 summarizes total project costs including construction, equipment, fees and special costs associated with the project.

Table 1 - Estimated Construction Costs

	Total Cost	Total Cost per SF	State Allocation*	Local Allocation
Option A: Renovation and Addition				
New construction @ 76,000sf	\$ 34,511,032.00	\$454.09	\$12,555,000.00	\$ 19,608,619.00
Renovation @ 49,000sf	\$ 18,389,877.00	\$375.30		\$ 20,737,290.00
Site Development	\$ 3,368,568.00		\$ 2,386,000.00	\$ 982,568.00
Construction Subtotal	\$ 56,269,477.00			
LEED Silver Cost @ 5%	\$ 2,813,473.85			\$ 2,813,473.85
Contingency @ 2%	\$ 1,125,389.54			\$ 1,125,389.54
Total	\$ 60,208,340.39	\$ 481.67	\$14,941,000.00	\$ 45,267,340.39
Option B: Construction of a Replacement School and Demolition of Existing Building				
New construction @ 102,000sf	\$ 44,709,943.00	\$438.33	\$12,555,000	\$32,154,943.00
Demolition @ 49,000 sf	\$ 203,600.00			\$ 203,600.00
Site Development	\$ 4,813,136.00		\$2,386,000	\$ 2,427,136.00
Construction Subtotal	\$ 49,726,679.00			
LEED Silver Cost @ 5%	\$ 2,486,333.95			\$ 2,486,333.95
Contingency @ 2%	\$ 994,533.58			\$ 994,533.58
Total	\$ 53,207,546.53	\$ 521.64	\$14,941,000	\$ 38,266,546.53

*State Allocation numbers reflect 2022 state square footage construction number based on 2022 projected enrollment at Buckingham elementary.

The chart above shows that Option A building is significantly larger than Option B building. The existing building has many limitations for renovation due to the loadbearing structure. In an attempt to limit demolition of these walls, the renovation / addition building has increased circulation and therefore additional square footage when compared to Option B and the preliminary space summary. Conceptual floor plans for both options can be found on the following pages.



EXECUTIVE SUMMARY

Table 2 – Estimated Total Project Costs

Construction Costs*	Option A (Renovation + Addition)	Option B (Replacement School)
New Construction	\$ 34,511,032.00	\$ 44,709,943.00
Demolition	-	\$ 203,600.00
Renovation	\$ 18,389,877.00	-
Site Development	\$ 3,368,568.00	\$ 4,813,136.00
Construction Subtotal	\$ 56,269,477.00	\$ 49,726,679.00
LEED Silver Cost @ 5%	\$ 2,813,473.85	\$ 2,486,333.95
Contingency @ 2%	\$ 1,125,389.54	\$ 994,533.58
Total Construction Costs	\$ 60,208,340.39	\$ 53,207,546.53
Additional Costs		
Phasing of Construction	\$ 500,000.00	\$ 100,000.00
Portable Classroom Relocation	\$ 75,000.00	N/A
Miscellaneous (Inspections, Testing / Asbestos, Advertising, Reproductions, etc.)	\$ 240,000.00	\$ 275,000.00
Moveable Equipment	\$ 1,326,255.00	\$ 1,326,255.00
Technology	\$ 710,026.00	\$ 710,026.00
Playground Equipment	\$ 400,000.00	\$ 400,000.00
A/E Fees	\$ 3,657,516.01	\$ 3,232,234.14
Construction Manager Fees	\$ 1,688,084.00	\$ 1,491,800.00
Total Additional Costs	\$ 8,596,881.01	\$ 7,535,315.14
Total Project Costs	\$ 68,805,221.40	\$ 60,742,861.67
Escalation (4.75% over 4 years)	\$ 14,022,504.12	\$ 12,379,395.21
Total Project Cost with Escalation	\$ 82,827,725.52	\$ 73,122,256.87
Maximum State Allocation**	\$ 17,182,000.00	\$ 17,182,000.00
Local Allocation	\$ 65,645,725.52	\$ 55,940,256.87

*Construction costs are from Table 1.

**Maximum State Allocation includes funding for construction, A/E fees and FFE costs.



EXECUTIVE SUMMARY

Summary and Recommendations

After assessing the existing facility, it is clear that Buckingham Elementary School cannot efficiently meet educational, health and safety standards without major reconstruction.

Option A (renovation and addition) scheme complies with the preliminary space summary, but has additional square footage due to the limitations and inherent inefficiencies in renovating an existing building. This option would be an occupied renovation, which has increased risk to the occupants, as well as removes their use of key spaces during construction, such as the gymnasium and outdoor play areas. In addition to these limitations, there is an increased cost of construction and extended construction timeline associated with this work effort. The construction would need to be broken into multiple phases which includes moving the occupants multiple times and allowing additional time and efforts for the Owner to move into each phase. The duration of negative impacts to pedestrian and vehicular traffic within the Town of Berlin will be prolonged during this option.

Option B (replacement school) would be efficiently sized without additional circulation space or oversized rooms due to the existing building footprint. The existing school would remain operational while construction would be safely conducted behind a 75-foot setback buffer. This also allows the construction timeline to be condensed since the occupants move one time to the replacement school after the existing school is demolished over the summer. Though the existing site is smaller than ideal, it is adequate for the construction of the new building. We recommend bringing in a construction manager during conceptual / schematic design to review staging on site, as well as constructability within the site constraints.

Our recommendation is to address all the building deficiencies identified by the staff and District, as documented in this feasibility study by proceeding to the educational specifications phase with the intent to design Option B, a replacement school on site.

SCHEDULE

FEASIBILITY STUDY

COMPLETED | December 20, 2022



MSDE Review: Complete March 2023

EDUCATIONAL SPECIFICATIONS/ CONCEPTUAL PLANNING

March 8, 2023 – September 29, 2023



IAC/MSDE Review: Complete December 2023

SCHEMATIC DESIGN

November 1, 2023 – March 29, 2024



IAC Schematic Design Review: Complete June 2024

DESIGN DEVELOPMENT

April 1, 2024 – September 30, 2024



IAC/MSA DD Review: Complete February 2025

CONSTRUCTION DOCUMENTS

October 1, 2024 – April 30, 2025



IAC/MSA CD Review: Complete August 2025

FUNDING REQUEST TO IAC (FY27 CIP)

October 1, 2025 – May 31, 2026



BIDDING

March 2, 2026 – July 31, 2026



BOARD OF EDUCATION/ COUNTY COMMISSIONER BID APPROVAL

July 21, 2026 – August 4, 2026



CONTRACT AWARD/ IAC CONTRACT APPROVAL

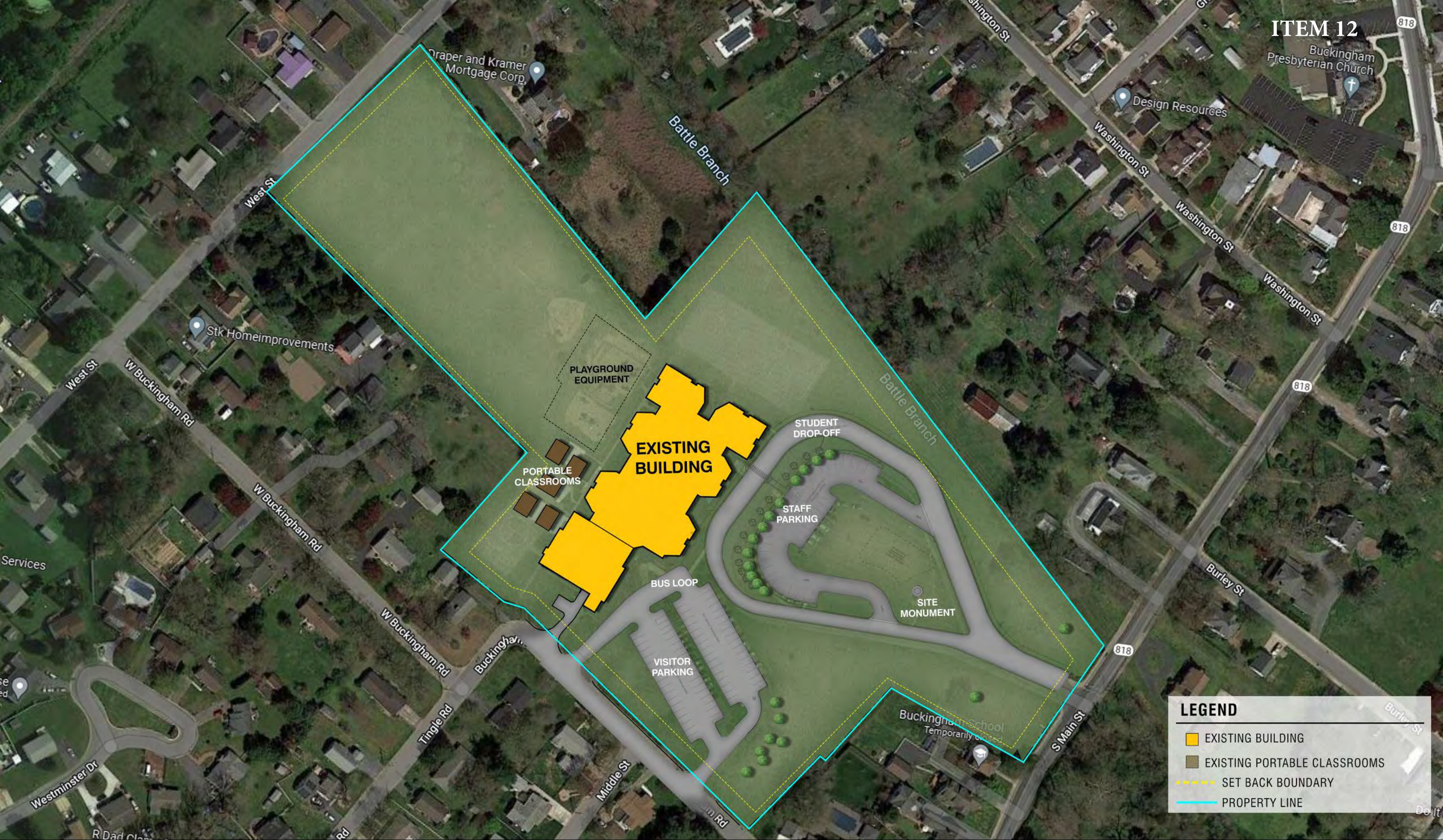
August 3, 2026 – November 30, 2026



CONSTRUCTION

Starting December 1, 2026





LEGEND

- EXISTING BUILDING
- EXISTING PORTABLE CLASSROOMS
- SET BACK BOUNDARY
- PROPERTY LINE

- ADMIN
- PRE-K CLASSROOMS
- K CLASSROOMS
- GRADES 1-4 CLASSROOMS
- SPECIALS
- BUILDING SUPPORT
- CORRIDORS
- COMMUNITY PROGRAMS





Option A

Option A – Renovation and Addition

Option A addresses a majority of the deficiencies and most spatial adjacencies that are preventing the school from operating efficiently. The building updates include full code compliance with local and state standards. An overview of the concept and its limitations are addressed below.

New Construction

The new construction portion of this scheme includes a two-story classroom wing, a one-story classroom wing, smaller additions to make more room for the gym and art room, as well as minor site upgrades for recreational fields.

Renovated Square Footage

Due to the number of load bearing walls and program requirements, this scheme requires complete demolition of the interior and renovation of all spaces.

Concept

This concept moves the entryway to central point of the building, which allows for students and staff to enter without crossing vehicular traffic. Student drop-off and staff parking are independent of the bus parking. Delivery entrance remains the same.

The large assembly spaces are off to the West side, where the current gym and cafeteria is, while the educational rooms are on the North and East sides. The cafeteria remains in the same location as the existing, but has expanded into the previous gymnasium to meet programming needs. The new gymnasium will be part of the renovation work. Both cafeteria and gymnasium can be accessed after hours through the existing main entrance, now a secondary access point.

The pre-k/ kindergarten wing is a new addition to the North side, staying close to the main entry way. Their playground is protected on three sides for controlled play. Grades 1-4 are located in a two-story wing off the back of the building and are separated so one grade level does not enter another's classroom space, and therefore will not disturb learning. All classroom spaces are on exterior walls for maximum access to natural light and visibility.

The existing parking areas would be reconfigured to allow for the correct number of parking spots, as required by the Town of Berlin. They would utilize existing entrances. The bus loop would also be reconstructed to allow for parking of buses with no car traffic. Both cars and buses would remain in their own lots to allow for safe entry of students and staff to the building.

Option A

Limitations

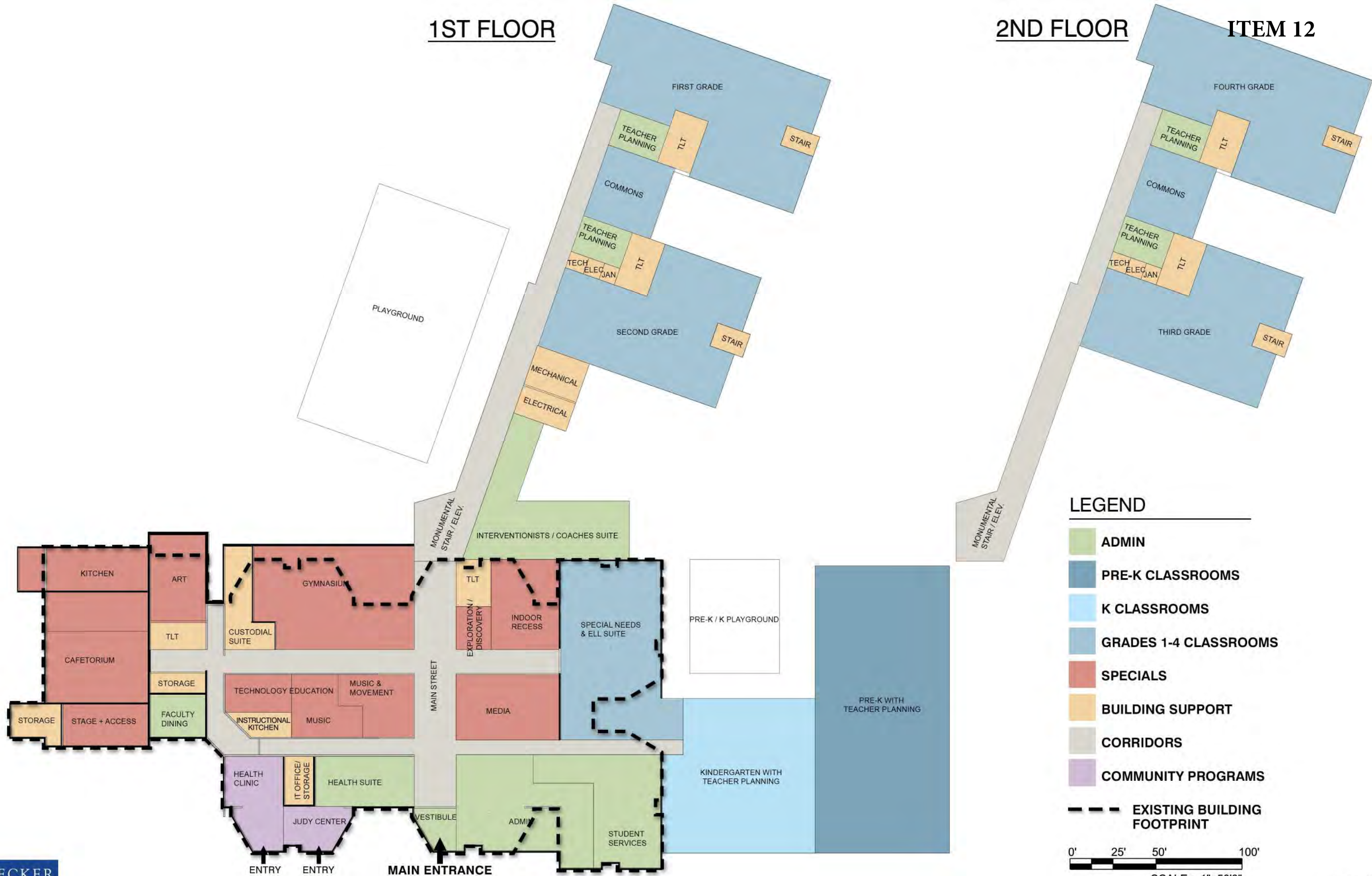
Option A has the following limitations:

1. Pre-k and Kindergarten students are very far from the gym and cafeteria.
2. Loading area for kitchen is not in an ideal location for trucks nor surrounding residential neighbors.
3. The existing school is primarily load bearing walls, which required major demolition and renovation to fit programming needs.
4. There is an excess of circulation space due to the limitations of the existing building.
5. There is a large amount of interior, windowless rooms.
6. There is a greater challenge to the safety and security of students with the location and phasing of the construction and renovation.
7. Existing portables will need to be relocated to the bus loop prior to start of construction.
8. Most occupants would need to relocate two or more times during construction.
 - a. Once the two-story wing is constructed, it will be used as swing space for the other phases of work along with the existing portables.
9. Bus loop will be used for material deliveries during construction as well as location for portables, which will render it unusable for school purposes. Car parking lot would need to handle bus and car traffic throughout the duration of construction.
10. Summer school could not occur during construction.
11. Playgrounds and fields would be demolished as Phase 1 to construct the two-story and one-story additions so students could not play outside for the duration of construction.
12. Mechanical cost would be more expensive due to the phasing and additional temporary heating / cooling needed.
13. The students would lose their gymnasium space for at least one year.

1ST FLOOR

2ND FLOOR

ITEM 12





LEGEND

- EXISTING BUILDING
- RELOCATED PORTABLES DURING CONSTRUCTION PHASES
- PROPOSED ADDITIONS
- SET BACK BOUNDARY
- PROPERTY LINE

SQUARE FOOTAGES

TWO-STORY CLASSROOM WING ADDITION	50,000 SQ. FT.
SINGLE STORY CLASSROOM WING ADDITION	19,000 SQ. FT.
MISCELLANEOUS ADDITIONS	7,000 SQ. FT.
EXISTING TO BE RENOVATED	49,000 SQ. FT.
TOTAL:	125,000 SQ. FT.



Option A

Option A – Estimated Total Project Cost

Option A – Renovation and Addition

Construction Costs	
New construction @ 76,000 sf	\$ 34,511,032.00
Renovation @ 49,000 sf	\$ 18,389,877.00
Site Development	\$ 3,368,568.00
Construction Subtotal	\$ 56,269,477.00
LEED Silver Cost @ 5%	\$ 2,813,473.85
Contingency @ 2%	\$ 1,125,389.54
Total Construction Costs	\$ 60,208,340.39
Additional Costs	
Phasing of Construction	\$ 500,000.00
Portable Classroom Relocation	\$ 75,000.00
Miscellaneous (Inspections, Testing / Asbestos, Advertising, Reproductions, etc.)	\$ 240,000.00
Moveable Equipment	\$ 1,326,255.00
Technology	\$ 710,026.00
Playground Equipment	\$ 400,000.00
A/E Fees	\$ 3,657,516.01
Construction Manager Fees	\$ 1,688,084.00
Total Additional Costs	\$ 8,596,881.01
Total Project Costs	\$ 68,805,221.40
Escalation (4.75% over 4 years)	\$ 14,022,504.12
Total Project Cost with Escalation	\$ 82,827,725.52
Maximum State Allocation*	\$ 17,182,000.00
Local Allocation	\$ 65,645,725.52

*Maximum State Allocation includes funding for construction, A/E fees and FFE costs.



Option B

Option B – Replacement School

Option B addresses all of the existing deficiencies that are currently preventing the school from efficiently and effectively operating, as well as offers compliance with local and state standards. An overview of the concept is below.

New Construction

This option provides a new facility and site improvements on the same site as the existing school.

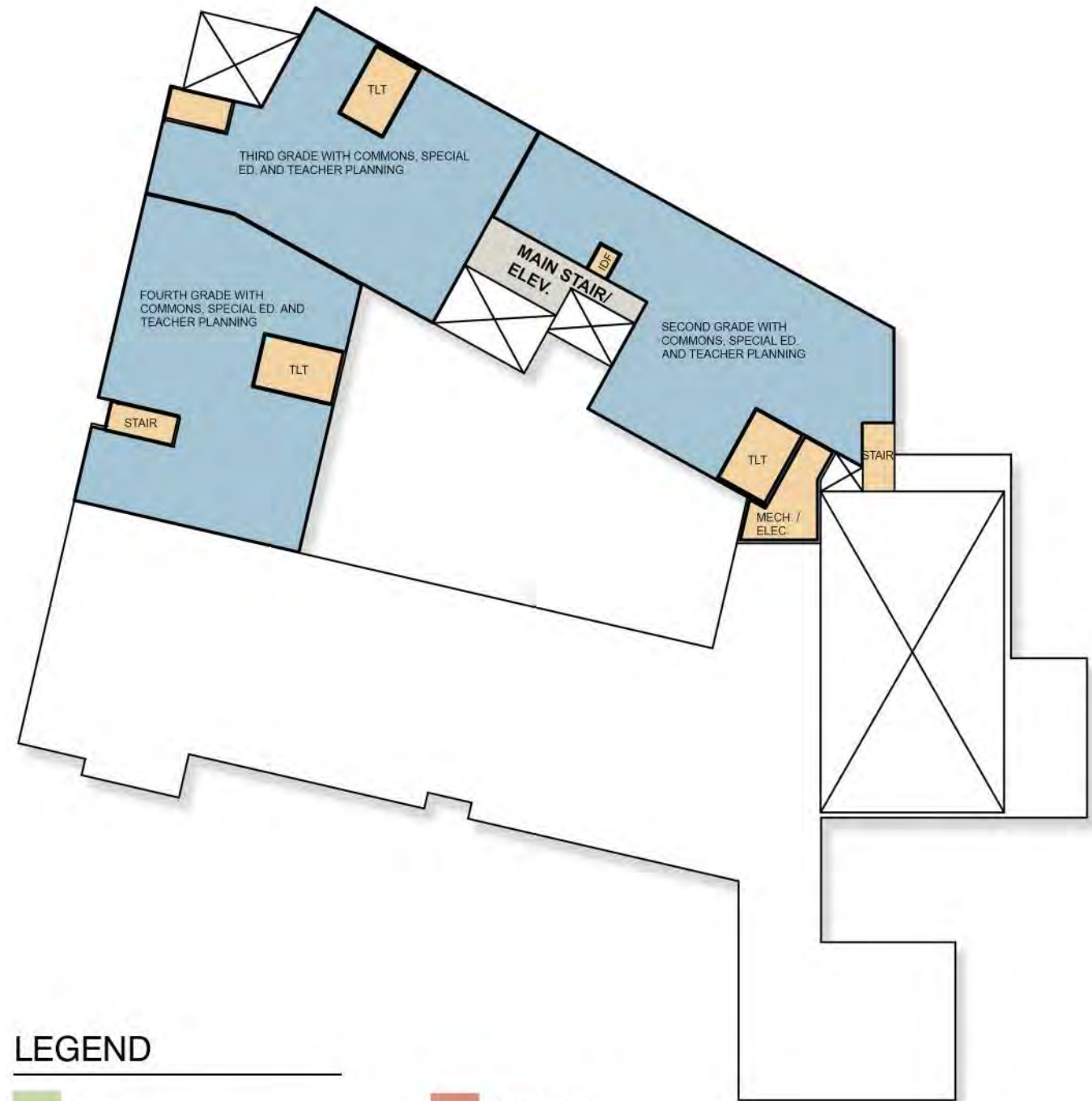
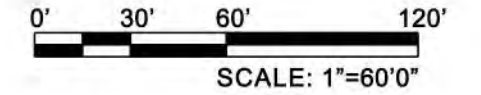
Concept

This concept groups class levels together along double-loaded corridors around a central courtyard. Two-story spaces will be facing the existing school, away from the surrounding houses. The administrative, health and wellness and special classrooms, such as art and music, are along the entry of the school. The media center is off the main entrance and overlooks the courtyard. The courtyard allows for all classrooms and the entry corridor to have an abundance of natural light throughout the day. The cafetorium and gymnasium are located off the main entry, adjacent to the bus loop. All visitors would be visible upon their approach of the front entry.

The bus loop would remain off South Main Street, but the car loop and parking would be accessed from West Street. The bus and car loops would remain separate. This option allows for a continuous path from West street to S. Main Street to link together all surrounding neighborhoods and provide safe access for walkers and bikers without crossing cars and buses once on site. Furthermore, the location on site is closer to Main Street, which will provide a more direct connection and desired integration with the community.

1ST FLOOR

2ND FLOOR



LEGEND

- | | | | |
|---|-----------------------|---|--------------------|
|  | ADMIN |  | SPECIALS |
|  | PRE-K CLASSROOMS |  | BUILDING SUPPORT |
|  | K CLASSROOMS |  | CORRIDORS |
|  | GRADES 1-4 CLASSROOMS |  | COMMUNITY PROGRAMS |



LEGEND

- EXISTING BUILDING
- PROPOSED PEDESTRIAN / BIKE PATH
- PROPOSED REPLACEMENT SCHOOL
- SET BACK BOUNDARY
- 75' SAFETY SETBACK FROM EXISTING SCHOOL
- PROPERTY LINE

SQUARE FOOTAGES

REPLACEMENT SCHOOL102,000 SQ. FT.



Option B

Option B – Estimated Total Project Cost

Option B – Replacement School

Construction Costs	
New construction @ 102,000 sf	\$ 44,709,943.00
Demolition @ 49,000 sf	\$ 203,600.00
Site Development	\$ 4,813,136.00
Construction Subtotal	\$ 49,726,679.00
LEED Silver Cost @ 5%	\$ 2,486,333.95
Contingency @ 2%	\$ 994,533.58
Total Construction Costs	\$ 53,207,546.53
Additional Costs	
Phasing of Construction	\$ 100,000.00
Portable Classroom Relocation	N/A
Miscellaneous (Inspections, Testing / Asbestos, Advertising, Reproductions, etc.)	\$ 275,000.00
Moveable Equipment	\$ 1,326,255.00
Technology	\$ 710,026.00
Playground Equipment	\$ 400,000.00
A/E Fees	\$ 3,232,234.14
Construction Manager Fees	\$ 1,491,800.00
Total Additional Costs	\$ 7,535,315.14
Total Project Costs	\$ 60,742,861.67
Escalation (4.75% over 4 years)	\$ 12,379,395.21
Total Project Cost with Escalation	\$ 73,122,256.87
Maximum State Allocation*	\$ 17,182,000.00
Local Allocation	\$ 55,940,256.87

*Maximum State Allocation includes funding for construction, A/E fees and FFE costs.



Conclusions and Recommendations

Conclusions

Although Buckingham Elementary School is well-maintained and structurally sound, it requires extensive upgrades to ensure the health, safety and well-being of the occupants, as well as compliance with local and state codes. Option “B” (replacement school) is the method that resolves all deficiencies as noted by Staff and the District throughout this Feasibility Study. While the existing site is confined and will present some challenges in developing the new facility, it is adequate to support the new construction while the existing building remains operational.

Option “A” (renovation and addition) complies with the space summary in the Educational Specifications section, as well as meets local and state codes. This option includes a two-story addition, a one-story addition and a complete interior renovation including all new structure of the remaining school. It also includes exterior site upgrades with a new larger parking lot and new bus loop. The limitations include interior windowless spaces and adjacencies that cannot be met due to the restraint of the existing footprint, safety concerns with occupied construction, longer construction time, additional costs due to phasing and renovation limitations and impacts to students and staff unable to use gym and outdoor play areas during construction.

Option “B” (replacement school), offers an entirely new facility constructed while the existing building is operational. It addresses all noted deficiencies that prevent the school from operating in full compliance with local and state codes, as well as spatial deficiencies that prevent the school from operating in the best interest of their staff and students. Although portables would need to be relocated at the start of construction, students and staff will move one time from the existing building to the new. This option allows for improved overall efficiency in design with less corridor space, which provides lower operational costs to maintain and operate a building that is effectively configured. As this option is new construction, it ensures a more effective route to achieving LEED Silver.



Conclusions and Recommendations

Comparison Table

This table provides a summarized comparison of both options.

Item	Option "A" Renovation and Addition	Option "B" Replacement School
Construction Cost – New / Addition	\$ 34,511,032.00	\$ 44,709,943.00
Construction Cost – Demolition	-	\$ 203,600.00
Construction Cost – Renovation	\$ 18,389,877.00	-
Construction Cost – Site Development	\$ 3,368,568.00	\$ 4,813,136.00
Total Project Cost w. Escalation	\$ 82,827,725.52	\$ 73,122,256.87
Maximum State Allocation	\$ 17,182,000.00	\$ 17,182,000.00
Local Allocation	\$ 65,645,725.52	\$ 55,940,256.87
40-Year Life Cycle Cost	\$ 12,166,638.00	\$ 11,144,893.00
Programmatic Square Footage Requirements	Meets all square footage requirements	Meets all square footage requirements
Programmatic Adjacency Requirements	Does not meet all adjacency requirements	Meets all adjacency requirements
Interior Spaces	Interior, windowless instructional spaces due to reuse of existing facility	No interior, windowless instructional spaces
Security	Meets security requirements	Meets security requirements
Health, Safety and Accessibility Code Requirements	Meets all code requirements	Meets all code requirements
LEED Silver	Reuse of existing structure presents limitations on achieving LEED Silver	Ensures a more economical route to LEED Silver
Traffic Flow	Achieves separation of buses and parent drop-off	Achieves separation of buses, parent drop-off, staff, walkers, and bike riders
Parking	Adequate parking	Adequate parking
Outdoor play areas	Accommodates separate play areas by age group	Accommodates separate play areas by age group
Length of Construction Period	36 months	22 months
Phased Construction	At least four relocations of staff and students	Existing building can remain fully operational during new construction
Safety During Construction	Problematic due to occupied renovation	Easily achieved with 75' between existing school and new construction
Number of Portable Classrooms	5 existing portables (relocated)	5 existing portables
Community Presence	School remains in the center of the site as a barrier between neighborhoods	School is placed in a corner so safe walking and biking paths link all sides of the site together

Recommendations

Option "A" (Renovations and Additions) does not address all the deficiencies the school is currently facing, as well as presents phasing issues with the school and site. We recommend Option "B" to remediate all deficiencies by designing a new building fully compliant with state, codes and local standards.



The Board of Education of Worcester County
 6270 Worcester Highway | Newark, Maryland 21841
 Telephone: (410) 632-5000 | Fax: (410) 632-0364
www.worcesterk12.org

March 3, 2023

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 Chief Financial Officer
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 Chief Safety & Academic Officer, Gr. 9-12

Mr. Anthony W. Bertino, Jr, President
 Worcester County Commissioners
 One W. Market Street, Room 1103
 Snow Hill, Maryland 21863

Dear President Bertino:

On January 17, 2023 the Board of Education approved the Buckingham Elementary School Feasibility Study. The Feasibility Study was completed and presented to the Board by the architectural/engineering team from Becker Morgan Group. On March 7th we will be reviewing the Feasibility Study findings and recommendations with you.

We are in the process of forming the Buckingham Elementary School Conceptual Planning Committee. The Committee will be comprised of school administrators and staff, community members, Board of Education members and Board of Education Central office personnel. I am writing to invite County Commissioner representation to the Conceptual Planning Committee.

As you are aware, we instituted Conceptual Planning into the Showell Elementary Replacement School design process in 2016. The process was very successful and resulted in the development of a floor plan and site plan for the new Showell Elementary which had input and buy-in from a wide range of school and community leaders.

Please contact me with the name(s) of any County Commissioners who would be interested in serving on the Buckingham Elementary School Conceptual Planning Committee. As a reminder, the Committee meetings are scheduled once or twice a month for four to five months and are held in the evening, usually from 6:00-7:00 p.m.

I look forward to meeting with you on March 7th to discuss the Buckingham Elementary School Feasibility Study and to hearing from you regarding County Commissioner participation on the Conceptual Planning Committee.

Sincerely,

Louis H. Taylor
 Superintendent of Schools

LT:jjp

cc: Board of Education Members
 Mr. Weston Young



Worcester County Administration

One West Market St. Room 1103 | Snow Hill MD 21863 | (410) 632-1194 | www.co.worcester.md.us

TO: County Commissioners
Weston S. Young, Chief Administrative Officer

FROM: Kim Reynolds, Budget Officer

DATE: February 28, 2023

RE: FY2024 Budget Requests- Municipalities and Ocean Pines

Attached please find the Fiscal Year 2024 letters from the Towns and Ocean Pines: Pocomoke City, Berlin, Snow Hill, Ocean City and Ocean Pines Association. We have scheduled to meet with the Towns and Ocean Pines Association at 10:30 a.m. on Tuesday, March 7, 2023 to discuss their grant requests.

Also included is the following:

- Page 2 Attachment A: FY2023 tax rates for the municipalities as provided by Maryland Department of Assessments & Taxation
- Page 3 Attachment B: FY2023 constant yield tax rates for municipalities as provided by Maryland Department of Assessments & Taxation
- Page 4 Attachment C: FY2024 letter sent in January, 2023 (Pocomoke City attached as reference)
- Behind each Town and Ocean Pines Association letter is a worksheet which summarizes the FY2023 total paid County grants and pass thru monies and FY2024 Request:
 - Page 5 Pocomoke City
 - Page 7 Town of Berlin
 - Page 9 Town of Snow Hill
 - Page 13 Town of Ocean City
 - Page 17 Ocean Pines Association

:kr
Attachments

Attachment A



Below is a list of counties in Maryland, and their property tax rates in effect on July 1, 2022. *All rates are shown per \$100 of assessment.

Municipal Tax Rates

JURISDICTION	FY2023		
	REAL	PERSONAL	UTILITY
Berlin	.8150	1.7000	
Ocean City	.4526	1.1300	
Pocomoke City			
Owner	.9375		
Non-Owner	1.1311	2.0000	2.4000
Snow Hill	.8600	1.8200	
STATE	.1120		.2800

CONSTANT YIELD TAX RATE 2023

This is a summary of the constant yield tax rate certification (CYTR) sheets that were mailed to local governments on Tuesday, February 14, 2023. The constant yield tax rate is the tax rate that a jurisdiction would have to impose in order to obtain the same amount of property tax revenue in fiscal year 2024 as it received in fiscal year 2023. If a jurisdiction plans to set a tax rate higher than the constant yield rate, the jurisdiction must advertise the tax increase and hold a public hearing before setting the tax rate for fiscal 2024. Municipalities are exempt from these requirements if maintaining the same tax rate would raise less than \$25,000 more revenue in fiscal 2024 than in fiscal 2023. In some parts of some counties, there may be additional taxes levied for special purposes. These tax levies are not included in these tax rates.

Jurisdiction	7/1/2022 Net Assessable Real Property Base	X	7/1/2022 Tax Rate	=	7/1/2022 Potential Revenue	÷	7/1/2023 Net Assessable Real Property Base	=	7/1/2023 Constant Yield Tax Rate
Berlin	515,257,481	X	0.8150	=	4,199,348	÷	537,944,112	=	0.7806
Ocean City	9,429,829,678	X	0.4526	=	42,679,409	÷	9,534,599,587	=	0.4476
Pocomoke City -Owner Occupied	113,630,378	X	0.9375	=	1,065,285	÷	121,012,151	=	0.8803
Pocomoke City -NonOwner Occupied	150,821,601	X	1.1311	=	1,705,943	÷	164,790,336	=	1.0352
Snow Hill	127,788,346	X	0.8600	=	1,098,980	÷	134,632,960	=	0.8163

TEL: 410-632-1194
FAX: 410-632-3131
WEB: www.co.worcester.md.us



OFFICE OF THE
COUNTY COMMISSIONERS

Worcester County

GOVERNMENT CENTER
ONE WEST MARKET STREET • ROOM 1103

SNOW HILL, MARYLAND
21863-1195

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CHIEF ADMINISTRATIVE OFFICER
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January 3, 2023

Ms. Susan Marshall-Harrison, Mayor
Pocomoke City Mayor & Council
P. O. Box 29
Pocomoke City, MD 21851

Dear Ms. Marshall-Harrison:

The County Commissioners cordially invite you and the Council to our usual meeting with municipal officials to discuss grant requests on Tuesday, March 7, 2023 at 10:30 a.m. in the Commissioners Meeting Room of the County Government Center.

We recognize the County's obligation to provide a certain level of service to the citizens of Worcester County and it is our hope to be able to provide some level of funding to each of the municipalities. Please submit your request for any County grant funding to our Budget Officer, Kim Reynolds, by Wednesday, February 15, 2023, by mail or email at kreynolds@co.worcester.md.us.

The Commissioners and I will do our very best to ensure that the financial resources available to the County are allocated in a manner, which will bring about the best possible service to all of the people.

Sincerely,

Anthony W. Bertino, Jr.
President

Cc: Jeremy Mason, City Manager
Janet Wilson, Finance Director

POCOMOKE CITY, MARYLAND



President Bertino, Worcester County Commissioners and Mr. Young,

Thank you for the the opportunity to present Pocomoke City's budget requests for County Funding in FY 2024. We appreciate the ongoing funding provided by Worcester County in previous years. Our funding requests for FY 2024 are limited to the items described below:

*In unrestricted grant money, the County approved \$465,000.00 for FY 2023. Pocomoke City is requesting that the County increase that amount to \$515,000 for FY 2024. The reason for the requested increase is to cover the rising costs of support, supplies and materials. These funds are extremely important in maintaining the City general fund that supports our Public Works Department, Police Force, Water and Waste Water facilities as well as the economic development of our city.

*Any Additional funding for Pocomoke City's EMS and Fire departments to cover the rising cost of supplies and safety equipment, and to offset the cost of EMS overtime due to a nationwide EMS staffing crisis and to also reflect the County's funding formula for out-of-town calls for service. Last fiscal year, the County granted Pocomoke \$78,000.00 to EMS and Fire.

*An additional allocation in the amount of \$49,959.00, the equivalent of 10% of funds received by Worcester County from table games revenue at Ocean Downs Casino. The last time the County granted casino funds, it was in the form of an infrastructure grant that went towards funding much-needed improvements to our municipal building. If the County were to grant Pocomoke these funds in FY 2024, those funds would go toward fixing the lighting and electrical systems at our town's public park (Cypress Park) to better ensure public safety for our citizens.

On behalf of the Pocomoke City Mayor and Council, thank you for your continuous support each fiscal year. We look forward to continuing our work with the County to improve the quality of life for the residents of Pocomoke City and all of Worcester County. We look forward to meeting with the Commissioners on March 7, 2023.

Respectfully,

Jeremy J. Mason
City Manager- Pocomoke City, Maryland

**GRANTS TO TOWNS - FY2024
Request - Pocomoke City**

	Pocomoke City FY23 Approved	Pocomoke City FY24 Request
<u>COUNTY GRANTS TO TOWNS</u>		
Unrestricted Grant	465,000	465,000
Unrestricted Grant Grant increase		50,000
Infrastructure Grant	46,807	49,959
(1) Ambulance Grant- Vol Fire Co ***Included in 1105 Budget	701,832	640,895
Supplemental Cnty Grant EMS to provide level fund	6,947	67,884
Restricted Fire Grant	78,000	75,000
	1,298,586	1,348,738
* Cnty Grant Vol. Fire Dept - based on code	228,418	239,323
(2) Supplemental Cnty Grant Vol. Fire Dept	21,582	10,677
Sub-Total County Grants & Debt	1,548,586	1,598,738
Tourism Marketing On-Behalf	4,500	4,500
<u>SHARED REVENUES</u>		
* Income Tax	265,000	265,000
* Liquor License Distribution	7,031	7,031
	272,031	272,031
<u>Ambulance Grant calculated FY2024 rates based on CY2022 runs</u>		
* Fire Co. Aid-State Pass Thru Vol Fire-est	31,937	32,075
* Fire Co. Aid-State Pass Thru Towns-est	520	2,725
TOTAL	\$ 1,857,574	\$ 1,910,069

- * Mandated by State or County Code
- (1) Ambulance Grant calculated FY2024 rates based on CY2022 runs
- (2) Fire Grant supplement approved from General Fund FY14-FY22



Mayor & Council of Berlin

10 William Street, Berlin, Maryland 21811

Phone 410-641-2770 Fax 410-641-2316

www.berlinmd.gov

February 14, 2023

Mayor

Zack Tyndall

Vice President

Dean Burrell

Council Members

Steve Green

Jay Knerr

Shaneka Nichols

Jack Orris

Town Attorney

David Gaskill

Town Administrator

Mary Bohlen



Hon. Anthony "Chip" Bertino, President
Worcester County Commissioners
1 Market Street, Room 1103
Snow Hill, Maryland 21863

President Bertino,

I am writing on behalf of the Mayor and Council, citizens, and business community within the Town of Berlin to respectfully ask for \$703,013 in grant funding from Worcester County for the fiscal year 2024.

I realize that this request may appear as an increased request based on the allocation provided in fiscal year 2023. However, the Town of Berlin is requesting a decreased amount of funding compared to fiscal year 2023. In fiscal year 2022, the Worcester County Commissioners granted the Town of Berlin \$39,875 for a Phase I grant application for the Rails and Trails program. Due to the timing of the grant application, we did not receive notification that our grant was unsuccessful until after we received funding from the Worcester County Commissioners in fiscal year 2023 for a Phase II grant application. The Town of Berlin is seeking feedback from the Maryland Department of Transportation (MDOT) to strengthen our grant application for this spring. This year's grant application will encompass Phase I and II as a combined project. Therefore, the Town of Berlin is requesting for fiscal year 2024 to retain the funding already provided by the Worcester County Commissioners in prior fiscal years totaling \$116,013.

Additionally, in fiscal year 2023, the Worcester County Commissioners provided grant funding for traffic mitigation on Flower Street designed to address speed and improve safety within the Flower Street neighborhood. The Town is still working on Phase I of this project and requests to retain the \$122,000 in funding from the Worcester County Commissioners. If there are any changes to the scope of this project, the Town of Berlin will reach out to the Worcester County Commissioners before expending any portion of this funding.

With this in mind, the only new funding the Town of Berlin requests for fiscal year 2024 is \$465,000 to help offset a portion of our public safety funding for police, fire, and EMS services. This funding request is consistent with the Town of Berlin's request for police, fire, and EMS services in fiscal year 2022 and fiscal year 2023.

The Town of Berlin is grateful for the grant provided each fiscal year by the Worcester County Commissioners. I look forward to attending your meeting on March 7, 2023, to discuss these requests in more detail and answer any questions you may have.

Respectfully,

Mayor Zack

Mayor Zack Tyndall

10 William Street

Berlin, MD 21811

(410) 641-1954

MayorZack@berlinmd.gov

**GRANTS TO TOWNS - FY2024
Request - Berlin**

	Berlin FY23 Approved	Berlin FY24 Request
<u>COUNTY GRANTS TO TOWNS</u>		
Unrestricted Grant	465,000	465,000
Rails -to-Trails funds to offset grant	73,796	Request Retain FY23 funds
Flower Street Roundabout - Phase One	122,000	Req Encumber FY23 Funds
Restricted Fire Grant	218,000	223,000
	878,796	688,000
* Cnty Grant Vol. Fire Dept	228,418	239,323
(1) Supplemental Cnty Grant Vol. Fire Dept	21,582	10,677
(2) Ambulance Grant- Vol Fire Co ***Included in 1105 Budg	883,220	869,851
Supplemental Cnty Grant EMS to provide level fund		13,369
	1,133,220	1,133,220
Sub-Total County Grants & Debt	2,012,016	1,821,219.75
Tourism Marketing On-Behalf	4,500	4,500
<u>SHARED REVENUES</u>		
* Income Tax	520,000	520,000
* Liquor License Distribution	20,438	20,438
	540,438	540,438
<u>STATE AID PASS THRU</u>		
* Fire Co. Aid-State Pass Thru Vol Fire-est	31,937	32,075
* Ambulance Grant calculated FY2024 rates based on CY	10,674	10,711
TOTAL	\$ 2,599,565	\$ 2,408,944

* Mandated by State or County Code

(1) Fire Grant supplement approved from General Fund FY14-FY22

(2) Ambulance Grant calculated FY2024 rates based on CY2022 runs



MAYOR AND COUNCIL OF SNOW HILL

February 15, 2023

Mr. Anthony W. Bertino, Jr., President
 Worcester County Commissioners
 One West Market Steet
 Snow Hill, Maryland 21863

Dear Mr. Bertino:

Thank you for the opportunity to present our request for county funding for Fiscal Year 2023-24. It is refreshing that the Worcester County Commissioners understand that municipal residents are county citizens, too, and that you generously provide this opportunity for all of our citizens to share in addressing the needs of our greater community. Serving as the county seat for Worcester County places Snow Hill in a unique category as the municipality that provides the governmental services necessary to support various county interests from public health and safety to public schools, water and sewer, parks and recreation and other infrastructure. As such, the Town of Snow Hill makes the first impression on many who visit our schools, court house and county offices as well as provides for the working environment of your employees and guests.

Our letter this year closely follows the path of recent budget priorities and we appreciate the Unrestricted Grant contribution to Town services that the county traditionally provides. We also acknowledge with thanks the Payment in Lieu of Taxes and the sharing of Table Game Revenues that have become a staple of our budget planning.

Additionally, this year we are requesting your support for much-needed improvements in Byrd Park along the banks of the Pocomoke River. A recent grant-funded comprehensive study by Davis, Bowen & Friedel of the tremendous flooding problems associated with the park indicate that some \$3.5 million will ultimately be necessary to take control of severe drainage and flooding and protect the Park for succeeding generations of visitors. Our goal is to address the first three of five actions outlined by the Study to start the process of saving the Park. We also are asking for help in restoring the basketball courts at the Park.

Accordingly, our requests for this year are as follows:

UNRESTRICTED GRANT: \$500,000

The Town appreciates the \$500,000 in unrestricted county grant funds provided in the current budget and we respectfully ask that level funding be continued into the next fiscal year.

PAYMENT IN LIEU OF TAXES: \$250,000

continue with level funding with the PILOT with the same \$50,000 commitment to the next step in the bikeways implementation plan.

TABLE GAME REVENUE: \$49,959

The current budget provided \$46,807 as an “infrastructure grant” available upon proof of expense. We ask that the contribution be continued based on 10% of the revenue generated by table games at Ocean Downs.

BYRD PARK GRANT: \$161,495

Byrd Park is a beautiful, 15 acre natural spot along the banks of the scenic Pocomoke River that has become a venerated community gathering place for sports, leisure, family gathering, picnics, festivals and other events that provide access to fishing and boating, whether by motor boat, canoe, kayak, pedal boats and the like. It has become truly more than simply a “Town” park. Byrd Park is home to the Worcester County Fair and people from all over the county and region come there to enjoy and take advantage of the many attractions it provides. However, the Park is also known for tremendous flooding challenges that threaten to diminish if not ultimately destroy its availability as a valued community resource.

Last year, the Town of Snow Hill commissioned a master drainage and flooding study from Davis, Bowen & Friedel to attempt to identify strategies to literally save the Park. The study found that it could take as much as \$3.5 million to fully address and overcome the challenges as they exist today. The study recommended five distinct projects, each with an estimated cost, to implement the plan. They range from \$17,745 for step one to \$3,151,875 for step five. In consulting with our engineers, we feel that we might accomplish the first three steps, with county support, described as follows:

Step One: \$17,745 for maintenance of existing stormwater management facilities and installation of check valves.

Step Two: \$45,370 for re-grading low areas

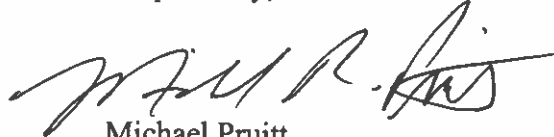
Step Three: \$35,627 for construction of stormwater features (bioswales, vegetative buffers and rain barrels.

We are further asking for your support to completely replace the existing basketball courts that are in a deteriorating condition for an amount of \$62,753. Again, we offer the position that the Park and all of its attractions are a valuable resource for a much wider constituency than merely the citizens of Snow Hill and we respectfully seek your endorsement of our request.

Thank you for your time and consideration. As colleagues in the business of providing services to our constituents, we realize that our needs and demands far exceed our ability to address in total. But we also understand that by pooling our resources and working collaboratively, we can achieve so much to enhance the quality of life of our residents and make our citizens proud to call Snow Hill and Worcester County our home. We look forward to continuing to work with you and your staff in meeting our obligations to our citizens and we will see you on March 7th to discuss these

Thank you for your time and consideration. As colleagues in the business of providing services to our constituents, we realize that our needs and demands far exceed our ability to address in total. But we also understand that by pooling our resources and working collaboratively, we can achieve so much to enhance the quality of life of our residents and make our citizens proud to call Snow Hill and Worcester County our home. We look forward to continuing to work with you and your staff in meeting our obligations to our citizens and we will see you on March 7th to discuss these matters in person. In the meantime, if you have any questions or need of additional information, please do not hesitate to contact Town Manager Pollitt.

Respectfully,

A handwritten signature in black ink, appearing to read "Michael Pruitt". The signature is fluid and cursive, with a large initial "M" and "P".

Michael Pruitt
Mayor

**GRANTS TO TOWNS - FY2024
Request - Snow Hill**

	Snow Hill FY23 Approved	Snow Hill FY24 Request
<u>COUNTY GRANTS TO TOWNS</u>		
Unrestricted Grant	500,000	500,000
Other Grants - in lieu	200,000	200,000
Other Grants - in lieu Bikeways Plan	50,000	50,000
Byrd Park Grant - Stormwater Plan		98,742
Byrd Park Grant - Replace Basketball Courts		62,753
Infrastrure Grant	46,807	49,959
Restricted Fire Grant	80,000	97,000
	876,807	1,058,454
* Cnty Grant Vol. Fire Dept	228,418	239,323
(1) Supplemental Cnty Grant Vol. Fire Dept	28,659	10,677
(2) Ambulance Grant- Vol Fire Co ***Included in 1105 Budget	718,922	731,985
Supplemental Cnty Grant EMS to provide level fund	37,877	24,814
	1,013,876	1,006,799
Sub-Total County Grants & Debt	1,890,683	2,065,253
Tourism Marketing On-Behalf	4,500	4,500
Ambulance Grant calculated FY2024 rates based on CY2022 runs		
<u>SHARED REVENUES</u>		
Income Tax	165,000	165,000
* Liquor License Distribution	4,688	4,688
	169,688	169,688
<u>STATE AID PASS THRU</u>		
* Fire Co. Aid-State Pass Thru Vol Fire-est	31,937	32,075
* Fire Co. Aid-State Pass Thru Towns-est	2,288	2,260
TOTAL	\$ 2,099,096	\$ 2,273,776

* Mandated by State or County Code

(1) Fire Grant supplement approved from General Fund FY14-FY22

(2) Ambulance Grant calculated FY2024 rates based on CY2022 runs



TOWN OF
OCEAN CITY

The White Marlin Capital of the World

February 14, 2023

Mr. Anthony W Bertino Jr
President
Worcester County Commissioners
Government Center
One West Market Street – Room 1103
Snow Hill, MD 21863-1195

Dear Honorable President Bertino and Distinguished Worcester County Commissioners:

The Mayor and Council look forward to meeting with the County Commissioners to discuss grants for FY24. To allow you time to prepare for our meeting, please find the summation of our requests.

We would request that the undesignated grant be increased by 5% in the FY24 County Budget. This undesignated grant helps to offset the cost of services that Ocean City provides in lieu of the County providing these services. We further request that the grants for Tourism, Recreation, OCDC, the Convention Bureau, and the Park and Ride continue to be funded as they were in FY23.

We would like to again thank the Commissioners for recognizing our concerns with regard to the cost to Ocean City taxpayers of providing EMS service to the West Ocean City area and working with the town to develop a formula to fully fund and reimburse the town for providing this essential service. We would again request that this formula be applied in the FY24 Budget. The total cost to provide this service in 2022, over and above grants received and revenue collected, was \$354,212. We would request a grant in the amount of \$354,212 to cover these costs and your agreement to continue to utilize this same formula to cover the cost of providing this service in calendar year 2023.

We would also like to thank the Commissioners for agreeing to work with our Fire Chief, Rich Bowers and Fire Departments throughout the county to explore developing a revenue source to fund this service in the unincorporated areas of Worcester County. This again is important to all Worcester County residents.

MAYOR
RICHARD W. MEEHAN

CITY COUNCIL

MATTHEW M. JAMES
President

ANTHONY J. DELUCA
Secretary

PETER S. BUAS
JOHN F. GEHRIG, JR.
J. FRANKLIN KNIGHT
CAROL L. PROCTOR
WILLIAM C. SAVAGE III

CITY MANAGER
TERENCE J. MCGEAN, PE

CITY CLERK
DIANA L. CHAVIS, CMC

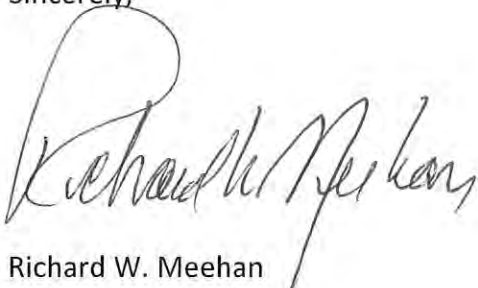
Public Safety remains our number one priority and the town is continuing to expand our City Watch Program. Having cameras located throughout town has proven to be a critical asset in helping us to reconstruct incidents, identify offenders and protect our neighborhoods. They also proved to be extremely valuable during the pop-up events allowing us to quickly identify problem areas, identify violators, and assisted city and allied agencies during these challenging events that threatened the safety of our residents and visitors. In their FY24 budget request, the Ocean City Police Department requested \$80,000 to continue to maintain and expand this program and we would respectfully request a grant for this amount. We hope you will agree that this program is important to all of our law enforcement agencies.

Another topic we would like to discuss is the Downtown Recreation project, which has been designed and approved. The project will include the renovation and expansion of the existing skate park, relocating and re-building the basketball and tennis courts and adding pickleball courts to the tennis design, building a new restroom facility, walking trails, a workout area, and adding two new playgrounds. The total cost of this project is 5.5M and we plan to use bond proceeds as well as federal recreation grant funds to help cover the cost of this project.

We would like to request that the County provide \$250,000 in Open Space funding to assist with the funding of the Skate Park expansion and renovations. The total cost of this portion of the project is estimated at \$750,000. The last time the city received any Open Space Funds was in 2017 when we received \$20,000. The Ocean City Skate Park is the oldest operating municipal skate park in the country and an iconic landmark in Ocean City. The park is a popular recreational amenity for not just Ocean City residents but County residents and visitors as well.

In closing, we believe the above requests are reasonable and important and we look forward to meeting with you to discuss our requests.

Sincerely,



Richard W. Meehan
Mayor

**Cost of Career Division Response to West Ocean City:
Actual for FY 22**

Calls for Service to West Ocean City:	
Calendar 2022 Emergency Medical Calls	596
Total Career Division Calls for Service	5,697
% of West OC Response to Total	10.46%
Total Career Division FY 22 Expenses	9,274,650
% of Budget for West Ocean City Response (10.46%)	970,281
West Ocean City Patient Revenue Collected	230,158
Worcester County Grants for Ambulance Service:	
287 credit runs @ \$760 per run	218,120
346 non-transport @ \$190 per run	65,740
Per Paramedic Funding (.1046 of total received)	61,086
Supplemental funding for peak hours (.1046 x total)	12,029
Ambulance Funding (.1046 of total received)	10,460
Funding for 24/7 coverage (.1046 of total received)	6,276
Funding for coverage during peak hours	12,029
Mileage supplement .1046 x 1,635	171
Total Worcester County Grants Received for West OC	385,911
Total Revenue Received for West OC Calls	616,069
Town of Ocean City Contribution to West OC Calls	354,212

GRANTS TO TOWNS - FY2024
Request - Ocean City

	Ocean City FY23 Approved	Ocean City FY24 Request
COUNTY GRANTS TO TOWNS		
Ocean City Unrestricted Grant	2,616,056	2,616,056
Unrestricted Grant Grant increase 2.5%	65,401	
Unrestricted Grant Grant increase 5%		130,803
Convention Bureau	50,000	50,000
Recreation Grant	100,000	100,000
Tourism Marketing	400,000	400,000
Other Grants - Park & Ride	80,000	
Public Safety - Camera expansion project		80,000
OCPD Avililon Mobile camera with mast		
Program Open Space - Skate Park expansion		250,000
Downtown Redevelopment	125,000	125,000
Restricted Fire Grant	201,000	195,000
	3,637,457	3,946,859
Ocean City MOU Additional Request	-	-
Sub-Total	3,637,457	3,946,859
(1) Ambulance Grant ***Included in 1105 budget	1,794,529	1,691,259
(1) EMS Services to WOC	365,182	354,212
Supplemental Cnty Grant EMS to provide level fund		103,270
* Cnty Grant Vol. Fire Dept-General Fund Bgt	228,418	239,323
(2) Supplemental Cnty Grant Vol. Fire Dept	21,582	10,677
Ambulance Grant calculated FY2024 rates based on CY	n/a	n/a
DEBT SERVICE FOR BENEFIT OF OCEAN CITY		
Beach Maintenance-DNR Fund	490,000	490,000
	2,899,711	2,888,740
Sub-Total County Grants & Debt	6,537,168	6,835,599.35
Tourism Marketing On-Behalf	270,000	270,000
SHARED REVENUES		
* Income Tax	1,650,000	1,650,000
* Bingo License Receipts	2,000	2,000
* Liquor License Distribution	310,000	310,000
	1,962,000	1,962,000
STATE AID PASS THRU		
* Fire Co. Aid-State Pass Thru Vol Fire-est	31,937	32,075
* Fire Co. Aid-State Pass Thru Towns-est	34,800	34,833
TOTAL	\$ 8,835,905	\$ 9,134,507

* Mandated by State or County Code

(1) Ambulance Grant calculated FY2024 rates based on CY2022 runs

(2) Fire Grant supplement approved from General Fund FY14-FY22



OCEAN PINES ASSOCIATION, INC.

239 Ocean Parkway • Ocean Pines, Maryland 21811
Telephone: 410-641-7717 • Fax: 410-641-5581

February 14, 2023

Ms. Kim Reynolds, Budget Officer
Worcester County Government Center
One West Market Street
Snow Hill, Maryland 21863

Dear Ms. Reynolds:

This request is being submitted to you in accordance with the letter dated January 3, 2022 from President Anthony Berinto, Jr. President Bertino asked that the Ocean Pines Association provide details on funding requests to assist with developing the Worcester County Budget for the coming fiscal year.

The 8,482 properties within Ocean Pines include a year-round population of approximately 12,000 which represents a significant percentage of the overall county population. In addition to the county residents that live and own property in Ocean Pines, the Association shares the use of its physical assets with thousands of guests who come to the area to visit each year. These physical assets include eighty-two miles of road, associated bridges, five pools, a golf course, several restaurants, and numerous parks and playgrounds. Additional services that the Association provides to the residents of the county when they are in Ocean Pines include public safety services and various recreation programming that include classes for physical fitness and wellness, educational forums, along with children's camps and other activities.

The summary information noted above is the general reference regarding our request for funding. We believe the Commissioners and other members of the leadership team recognize the Association for the asset that it is to the County through its consideration of funding for this upcoming year.

As we have requested in the past, and to align with the County's budget structure, our requests fall into three categories: Public Safety, Roads and Bridges, and Tourism/Parks and Recreation.

Public Safety

The County has consistently provided grant funding for the dedicated purpose of supporting the Ocean Pines Police Department. We appreciate this financial support and request that the County continue to provide a level of funding commensurate with the importance of this public safety service.

Visit Us Online at www.oceanpines.org

The annual report submitted by the Ocean Pines Police Department shows the number of calls in 2022 for mutual aid and assisting other agencies including joint agency operations at 562 and a total number of calls for service at 9,807. These service calls generated by citizens and police personnel in the field included both criminal and non-criminal incidents. Throughout most of the year the departments were challenged with COVID 19 issues that restricted our opportunity to upgrade equipment or supplies. Your help in providing much needed funding is imperative to meet the related and growing needs for recruitment, training, and time.

To assist us in meeting the current and increasing demands on our police force, we respectfully request Public Safety funding in the form of a grant in the amount of \$550,000 and ask for your consideration.

Roads & Bridges

The 82 miles of roads in Ocean Pines carry the traffic load for thousands of both resident and non-resident vehicles every day. Along with the responsibility to maintain 4 bridges to comply with the appropriate safety standards, we also have 387 drainage pipes that cross under existing roads. As that infrastructure is more than 50 years old, much of it is in dire need of replacement. We must also maintain each of the residential driveway pipes throughout our community.

This past year Ocean Pines has taken a more aggressive approach in maintaining our roadways and repairing drainage pipes. Specific plans have been developed and work is being done in these areas in conjunction with those plans. If funding from the County were to be made available, these projects could continue, and we would be able to alleviate road and drainage problems that currently impact many of our property owners. Also, should the County open any discussions regarding available Casino funds and the impact associated with the establishment of table games, Ocean Pines would be very interested in participating in the hopes that we could potentially share benefits with the County residents in Ocean Pines if such funding became available.

To assist us in meeting the infrastructure needs of our portion of the county, we respectfully request funding in the amount of \$150,000 and ask for your consideration.

Respectfully submitted,



Doug Parks (on behalf of the Ocean Pines Board of Directors)
President, Ocean Pines Association, Inc.

**GRANTS TO TOWNS - FY2024
Request - Ocean Pines Association**

	Ocean Pines FY23 Approved	Ocean Pines FY24 Request
<u>COUNTY GRANTS TO TOWNS</u>		
County Street Grants By Agreement	134,291	161,425
Infrastructure - Roads & Bridge Repairs		150,000
Recreation Grant	10,000	-
Tourism		
Police Aid	550,000	550,000
Restricted Fire Grant	66,000	61,000
	760,291	922,425
* Cnty Grant Vol. Fire Dept	228,418	239,323
(1) Supplemental Cnty Grant Vol. Fire Dept	21,582	10,677
(2) Ambulance Grant- Vol Fire Co ***Included in 1105 Budget	634,940	670,205
Supplement to provide level funding	4,050	
	888,990	920,205
Sub-Total County Grants & Debt	1,649,281	1,842,629
<u>STATE AID PASS THRU</u>		
* Fire Co. Aid-State Pass Thru Vol Fire-est	31,937	32,075
TOTAL	\$ 1,681,218	\$ 1,874,704

* Mandated by State or County Code

(1) Fire Grant supplement approved from General Fund FY14-FY22

(2) Ambulance Grant calculated FY2024 rates based on CY2022 runs



Worcester County Government
One West Market Street | Room 1103 | Snow Hill MD 21863-1195
(410) 632-1194 | (410) 632-3131 (fax) | admin@co.worcester.md.us | www.co.worcester.md.us

MEMORANDUM

TO: Worcester County Commissioners
FROM: Weston S. Young, Chief Administrative Officer
DATE: February 27, 2023
RE: Grant Writing Services for Volunteer Fire and EMS Companies

We present before you a proposal for grant writing services to assist our volunteer fire and EMS companies. The proposal includes a per-hour fee. We have identified available funding within account 100.1090.070.6530.040 (Consulting Services) and would suggest we encumber \$5,000 to initially pursue these efforts.

Our volunteer fire and EMS companies often lack the capacity to pursue state and federal programs on their own. This pilot program would attempt to support these companies in obtaining grant funding for capital and operational needs.

Attachments:

Grant Services Proposal from IBTS – Pages 2-4



PROPOSAL

WORCESTER COUNTY, MARYLAND
GRANT WRITING SERVICES

BACKGROUND

Communities consistently seek new ways to provide their residents with improved benefits and services. With ever-shrinking budgets, many local governments are relying more heavily on federal and state funding, as well as on corporate and foundation support. Our grant writing support provides a mechanism to help communities identify funding opportunities, develop winning proposals, and efficiently and effectively utilize grant funds.

ABOUT IBTS

IBTS is a nonprofit organization that delivers a broad portfolio of services in the built environment as shown below. IBTS combines its local government implementation experience with state-of-the-art market research and community engagement approaches to help meet governance challenges while enhancing public safety, economic development, and the general welfare of communities.

IBTS BOARD OF DIRECTORS



Building Dept. Services
Code compliance and regulatory expertise; 3rd party inspections, plan review, permitting

Grants Management
Grant writing, federal grants administration and compliance

Program Management
Program setup, financial management, oversight, procurement, staffing, closeout

Community Planning
Comprehensive and master plans, code updates, economic development

Municipal Services
Staffing & expertise, municipal support, shared services, green building verification.

Resilience Planning
Resilience assessments; equitable climate resilience; project prioritization & planning

Disaster Management
Planning, mitigation, and recovery; federal disaster/mitigation funding expertise

Manufactured Housing
Labels verification, design review, in-plant inspection, SAA 3rd-party monitoring

Solar Quality Management
Solar inspections & plan reviews, solar quality data storage and tracking solutions, training

Energy Services
Energy efficiency program mgmt, energy audits, energy code compliance, training

Market Research
Qualitative & quantitative, concept testing, market analysis, strategic outreach planning

Workforce Development
Needs assessments and gap analysis, custom training solutions, module development

PURPOSE

The purpose of the proposed work to provide grant writing support to Worcester County, MD.

APPROACH

TASK 1.0 Grant Writing Support

IBTS has certified grant writers on staff that can support Worcester County by researching and preparing grant applications as requested. It is understood that the County initially has priorities in the emergency management and fire safety service areas. These professional services would be provided on an as-needed, time and material basis.

SCHEDULE

Upon request from Worcester County, IBTS will identify and recommend potential funding sources for County-identified needs within 10 business days. The schedule to complete grant proposals will be dependent upon the requirements unique to each funding opportunity.

BUDGET

	Labor	Expenses	Total
Grant Writing Support	\$115 to \$140 per hour	Based on GSA Per Diem Rates	TBD

Estimated expenses would include travel, lodging, meals, and incidental expenses per person per trip, should travel to Worcester County be required.

PAYMENT TERMS

- Grant Writing 100% Invoiced on a monthly basis if/as incurred. Payment Net 30 days.

SIGNATURE



Christopher J. Fennell

Name: _____

Chief Development Officer

Title: _____

Institute for Building Technology & Safety

Jurisdiction: Worcester County, Maryland

Date: _____

Date: _____

CONTACT

Patrick Howell, Program Manager
O: 703.481.2000 x192 | C: 571.926.0945
45207 Research Place, Ashburn, VA 20147



Worcester County

Government Center
 Department of Human Resources
 One West Market Street, Room 1301
 Snow Hill, Maryland 21863-1213
 410-632-0090
 Fax: 410-632-5614

STACEY E. NORTON
 Human Resources Director

To: Weston Young, Chief Administrative Officer
From: Dallas Baker, Public Works Director
 Stacey Norton, Human Resources Director *Stacey Norton*
Date: February 27, 2023
Subject: Request to Transfer Office Assistant III Vacancy to a Vehicle & Equipment Mechanic III

We are requesting to **transfer the vacant Office Assistant III position in Recycling, G11/7, \$38,750 annually to a Vehicle and Equipment Mechanic III, G14/1, \$38,646 annually to Fleet Maintenance.**

The new Vehicle and Equipment Mechanic III position will report to Derek Babcock, Fleet Superintendent. Fleet Maintenance has three mechanics but only has two service bays so this new position will work out of the Water and Waste Water garage as they only have one mechanic and three service bays.

This request is being made because there is a backlog of work in Fleet Maintenance. The current scheduling of vehicles for basic services/DOT inspections is 12 business days out. Our goal is to get the back log down to be able to provide service within 5 business days. Currently the fleet maintenance supports a county fleet of 477 vehicles and trailers and conducts annual (DOT) Department of Transportation Inspections for 45 vehicles and trailers. They also service 108 vehicles and equipment from the Health Department, Commission on Aging, and the Worcester County Developmental Center. These external agencies are charged for the services provided. The work listed about does not include the work completed at the Roads, Solid Waste, and Waste Water Divisions.

There is only one vehicle and equipment mechanic in Water and Waste Water. This mechanic does preventative maintenance and DOT inspections on 66 vehicles, 27 pieces of equipment, and 60 generators. If this new Vehicle and Equipment Mechanic has any spare time, they will assist with the work needed in Water and Waste Water.

Thank you for the consideration.

TEL: 410-632-5623
 FAX: 410-632-1753
 WEB: co.worcester.md.us



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

DALLAS BAKER JR., P.E.
 DIRECTOR

CHRISTOPHER CLASING, P.E.
 DEPUTY DIRECTOR

TO: Weston Young P.E., Chief Administrative Officer
 Candace Savage, CGFM, Deputy Chief Administration Officer
FROM: Dallas Baker Jr., P.E., Director *Dallas Baker Jr*
DATE: February 27, 2023
SUBJECT: Ground Water Monitoring Services at Central Site Landfill

Attached for Commissioner review and approval is a proposal from EA Engineering for groundwater monitoring and analytical services at the Central Site Landfill for calendar years 2023 & 2024. The proposed lump sum of these services is \$210,957.84 (\$105,478.92 annually). Funds are available to cover the cost of the proposal in the Solid Waste Landfill account 680.7002.6530.040. MDE requires groundwater monitoring at the landfill as part of our Refuse Disposal Permit. Failure to perform the monitoring will put us out of compliance with our permit and may result in fines from the State until we return to compliance.

The proposed cost of the proposal represents a 16% increase over the previous 2-year period. The increase is due to several factors: 1) the Maryland Department of the Environment (MDE) raised the required number of samples from 184 to 212 by adding in field and trip blanks; 2) once collected, samples are required to be transported to the lab within 24 hours and courier costs have increased by \$5,000; 3) MDE is requiring cobalt monitoring and trend analysis on all samples in response to the detection of cobalt in recent samples. Cobalt is naturally occurring in the local soil matrix, however, MDE wants several years of sample analysis to rule out that the mineral is not coming from the landfill.

EA has served as the County's Solid Waste consultant since the mid 80's and are extensively familiar with our facilities and permit requirements. While professional services, such as this, are not required to be competitively bid, in the past EA's bid came in substantially lower than competitors for the same work. In addition, the lab performing the analysis has agreed to hold their cost per sample price steady at the previous two-year rate.

Please let me know if there are any questions.

CC: Chris Clasing, P.E. – Deputy Director
 David Candy – Solid Waste Superintendent



11200 Racetrack Road, Unit 101A
Berlin, MD, 21811
Telephone: 410-641-5341
www.eaest.com

February 24, 2023
Proposal No. 0791712

Mr. Dallas Baker, P.E., Director
Worcester County Department of Public Works
6113 Timmons Road
Snow Hill, Maryland 21863

Re: Proposal for Groundwater Monitoring and Analytical Services at the Central Landfill Facility - Calendar Years 2023-2024

Dear Mr. Baker:

EA Engineering, Science, and Technology, Inc., PBC (EA) is once again pleased to submit this proposal to the Worcester County Department of Public Works for sampling and reporting of groundwater, surface water, and leachate at the Central Landfill Facility (CLF) located in Worcester County. The work described under this proposal will be performed in accordance with the same terms and conditions as our previous work with Worcester County. The work under this contract will be performed over a two-year period, consisting of four semi-annual monitoring events. All work will be completed by December 2024.

The scope of services for the ongoing groundwater monitoring and statistical analysis (Task 1) and reporting (Task 2) covered by this proposal includes: sampling of the required 33 on-site wells, two potable wells, two surface water locations, and five leachate collection points on both an Annual and Semi-Annual basis for a period of two years at the Central Landfill Facility as described in Attachment A. The required sampling and reporting will be performed in accordance with the attached Scope of Work (Attachment A) established by the County and the existing Central Landfill Groundwater and Surface Water Monitoring Plan prepared by EA, July 2022. EA will perform the sampling events utilizing low-flow sampling techniques for the entire site. The groundwater monitoring, analysis, and reporting for these wells and surface water bodies has been required by the Maryland Department of the Environment (MDE) for maintaining compliance with the MDE's regulations for solid waste landfill operations under the overall groundwater monitoring program for the CLF. EA assumes the County will continue to support EA's sampling staff through the use of the County's portable power generator and an ATV operated by County staff to transport the generator between wells.

This proposal also includes revisions to the Central Landfill Groundwater and Surface Water Monitoring Plan prepared by EA, July 2022 based on MDE's letter dated November 10, 2022 which requests trend analysis be performed for statistically significant increases (SSIs) in addition to the current statistical analysis to monitor cobalt and other exceedances.

On behalf of Worcester County, EA will utilize the analytical laboratory services of Maryland Spectral Services, an MDE certified independent laboratory, located in Baltimore, Maryland, to perform the required analytical services. This laboratory is very cost-effective to the County and EA has developed a strong working relationship with them. EA utilizes this laboratory for groundwater analysis at Worcester for the closed landfill groundwater monitoring program. The



laboratory has agreed to hold the competitive pricing as previously established for the prior efforts for the next two years.

Enclosed for your consideration is the lump sum cost for these services of \$210,957.84. The services proposed herein are a natural extension of EA's previous involvement with the Central Landfill Facility and Worcester County. We wish to thank you for this opportunity to help you meet your solid waste objectives and continue to look forward to working and supporting you on this project.

It is our sincere desire to continue to be of service at this and other facilities in Worcester County. If you have any questions, do not hesitate to give me a call at (410)-641-5341.

Sincerely,

EA Engineering, Science, and Technology, Inc.

A handwritten signature in black ink that reads 'Darl Kolar'. The signature is written in a cursive, flowing style.

Darl Kolar, P.E., BCEE
Senior Project Manager

Enclosures

cc: L. Oakes, P.E. (EA)

ATTACHMENT A

Scope of Services

Worcester County Central Landfill Facility

Sampling and Reporting of Groundwater, Surface Water, and Leachate

Task 1 – Field Sampling and Analysis

EA will perform two semi-annual and two annual groundwater sampling events during calendar years 2023 and 2024 at the Worcester County Central Landfill in accordance with the Facility's Refuse Disposal Permit (RDP) No. 2021-WMF-0663 and the existing approved Central Landfill Groundwater and Surface Water Monitoring Plan prepared by EA, July 2022. EA will perform the sampling events utilizing low-flow sampling techniques for the entire site.

The semi-annual sampling event will occur during the spring each year and will include monitoring and sampling of:

- 22 shallow monitoring wells (MW-03S, MW-04S, MW-05SR, MW-07S, MW-08S, MW-10S, MW-11S, MW-13S, MW-14S, MW-15S, MW-16S, MW-17S, MW-18S, MW-19S, MW-20S, MW-21S, MW-22S, MW-501A, MW-502A, MW-503A, MW-504A, and MW-505A);
- 3 intermediate monitoring wells (MW-501M, MW-504M, and MW-505M);
- 2 potable wells (PW-1 and PW-2);
- 2 surface water locations (SW-1 and SW-2); and
- 5 leachate samples (Cell 1, 2, 3, 4, and 5).

The annual sampling event will occur during the fall each year and will include monitoring and sampling of:

- 22 shallow monitoring wells (MW-03S, MW-04S, MW-05SR, MW-07S, MW-08S, MW-10S, MW-11S, MW-13S, MW-14S, MW-15S, MW-16S, MW-17S, MW-18S, MW-19S, MW-20S, MW-21S, MW-22S, MW-501A, MW-502A, MW-503A, MW-504A, and MW-505A);
- 8 intermediate monitoring wells (MW-3M, MW-4M, MW-7M, MW-8M, MW-10M, MW-501M, MW-504M, and MW-505M);
- 3 deep monitoring wells (MW-3D, MW-4D, MW-8D);
- 2 potable wells (PW-1 and PW-2);
- 2 surface water locations (SW-1 and SW-2); and
- 5 leachate samples (Cell 1, 2, 3, 4, and 5).

Groundwater, surface water, and potable water samples will be analyzed for the parameters shown in Table I and II of the RDP (see attached). Per MDE's letter dated 8 March 2019, Method 8011 is to be used for the analysis of 1,2-dibromoethane (EDB) and 1,2-dibromo-3-chloropropane (DBCP) effective 1 July 2020. In addition to the Table I and II parameters,

leachate will also be analyzed for semi-volatiles, pesticides, polychlorinated biphenyls (PCBs), cyanide, and sulfide. Groundwater analysis will be performed by a MDE certified independent laboratory (Maryland Spectral Services).

In accordance with the updated Central Landfill Groundwater and Surface Water Monitoring Plan and as a result of assessment monitoring, quality control samples are required by MDE for groundwater sampling of the monitoring well network at the CLF.

Quality control samples will include:

- 1 rinsate blank per sampling event
- 1 field blank per sampling date (assume 5 per event)
- 1 field duplicate sample per 10 samples (assume 4 per event)
- 1 trip blank to stay at the lab for analysis (assume 1 per event)
- 1 trip blank per sampling date (assume 5 per event)

Duplicate samples will be collected utilizing low-flow sampling techniques. The samples will be analyzed for the parameters identified in Tables I and II, as required. Per MDE's letter dated 8 March 2019, Method 8011 is to be used for the analysis of 1,2-dibromoethane (EDB) and 1,2-dibromo-3-chloropropane (DBCP) effective 1 July 2020.

In addition to sampling, EA will perform gauging of each well prior to sample collection.

Task 2 – Preparation of Groundwater Contour Maps, Statistical Analysis, Reporting, and Annual Meetings

EA will prepare four semi-annual reports on water quality containing a summary of findings and interpretive discussion of groundwater and surface water analytical results for the sampling event. The report will include the following:

- Narrative/Summary
- Statistical Analysis
- Historical Data Tables (time series format)
- Groundwater Elevations and Contour Map (historical)
- Laboratory Analytical Data (laboratory reports)
- Field Records of Well Gauging, Purging, and Sampling
- Chain of Custody
- Leachate Management Records

As a result of Assessment Monitoring, groundwater protection standards were developed in 2017 as required by the Maryland Department of the Environment (MDE). In addition to the statistical analysis previously performed, additional statistics are now performed to determine statistical increases over groundwater protection standards each event.

Per MDE's letter dated November 10, 2022, to further address any concern that cobalt presents an issue at the site, MDE is asking the County to incorporate intrawell trend analysis into each

semi-annual report for a parameter determined to be statistically significant increase (SSI) over a GWPS as established under the site's modified assessment monitoring protocols. Trends can occur for several reasons including natural cycles, gradual changes in aquifer parameters, or the effects of contaminant migration from off-site sources. The trend analysis is not specific to cobalt and should be performed for any future parameter found to be a SSI over the GWPS. This also included the request that Section 6.3.1.5 of the Groundwater and Surface Water Monitoring Plan be revised to reflect the inclusion of intrawell trend analysis.

In the semi-annual report, EA will include leachate analytical data for the event, along with leachate management and monitoring records required under the RDP, to be provided by the County. Per the RDP, the County will also provide monthly gauging records of monitoring wells to be included in the semi-annual report. EA will utilize depth to water levels (gauging) recorded prior to sampling at each well to develop a groundwater contour map for each sampling event.

EA will submit one copy of the report to the MDE on behalf of the County and two copies of the report to the County for each sampling event (four events total). Reports will be submitted to MDE in accordance with the permit, 90 days following the end of the first quarter (June 30th) and 90 days following the end of the third quarter (December 31st) reporting period, unless otherwise agreed upon.

TEL: 410-632-5623
 FAX: 410-632-1753
 WEB: co.worcester.md.us



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

DALLAS BAKER JR., P.E.
 DIRECTOR

CHRISTOPHER CLASING, P.E.
 DEPUTY DIRECTOR

TO: Weston Young P.E., Chief Administrative Officer
 Candace Savage, CGFM, Deputy Chief Administration Officer
FROM: Dallas Baker Jr., P.E., Director *Dallas Baker Jr*
DATE: February 27, 2023
SUBJECT: Proposed Road Pipe Cost Increases

Public Works is requesting Commissioner approval to increase the cost charged for driveway pipe installations performed by County Roads crews. The current rates (attached) were established in 2008 and labor costs did not include the cost of employee benefits. Prices for pipe have increased over time and the County is losing money by not keeping our installation prices consistent with the cost that we are charged to buy replacement pipe. The proposed cost increases (attached) also includes labor to install the pipe based on average time to complete a job and average cost of employee wages and benefits.

Historical practice has been that the public can request driveway pipe installation by County Roads crews so long as they pay the cost of the pipe and the crew labor. Below are the budgeted and awarded low bid costs for the past two fiscal years. Assigned Fund Balance has been used to supplement the Roads pipe budget in order to make up for the short fall.

	<u>Budgeted</u>	<u>Low Bid</u>
FY 23	\$60,000	\$108,247.85
FY 22	\$40,000	\$48,878.88

In FY 21 pipe revenue was \$32,747 and in FY 22 it was \$34,468. The charge to install pipe is not meant to replace all pipe used by the County as most projects are in County right-of-way, such as cross road pipes.

Please let me know if there are any questions.

Attachments

CC: Chris Clasing, P.E., Deputy Director
 Kevin Lynch, Roads Superintendent

ITEM 17

Proposed Cost FOR METAL PIPE/BANDS

\$141.00	10' in length, 12" diameter
\$282.00	20' in length, 12" diameter
\$338.40	24' in length, 12" diameter
\$423.00	30' in length, 12" diameter
\$564.00	40' in length, 12" diameter
\$846.00	60' in length, 12" diameter
\$21.15	12" Bands
\$179.00	10' in length, 15" diameter
\$358.00	20' in length, 15" diameter
\$429.60	24' in length, 15" diameter
\$537.00	30' in length, 15" diameter
\$716.00	40' in length, 15" diameter
\$1,074.00	60' in length, 15" diameter
\$26.85	15" Bands
\$438.00	20' in length, 18" diameter
\$525.60	24' in length, 18" diameter
\$657.00	30' in length, 18" diameter
\$876.00	40' in length, 18" diameter
\$1,314.00	60' in length, 18" diameter
\$32.85	18" Bands
\$715.00	20' in length, 24" diameter
\$53.63	24" Bands

Proposed Cost FOR PLASTIC PIPE/BANDS

\$101.00	10' in length, 12" diameter
\$202.00	20' in length, 12" diameter
\$242.40	24' in length, 12" diameter
\$303.00	30' in length, 12" diameter
\$404.00	40' in length, 12" diameter
\$606.00	60' in length, 12" diameter
\$10.10	12" Bands
\$129.50	10' in length, 15" diameter
\$259.00	20' in length, 15" diameter
\$310.80	24' in length, 15" diameter
\$388.50	30' in length, 15" diameter
\$518.00	40' in length, 15" diameter
\$777.00	60' in length, 15" diameter
\$12.95	15" Bands
\$324.00	20' in length, 18" diameter
\$388.80	24' in length, 18" diameter
\$486.00	30' in length, 18" diameter
\$648.00	40' in length, 18" diameter
\$972.00	60' in length, 18" diameter
\$16.20	18" Bands
\$500.00	20' in length, 24" diameter
\$25.00	24" Bands

ITEM 17

Current (2008) Pricing for pipe and bands.

PRICE FOR METAL PIPE/BANDS

\$103.90	10' in length, 12" diameter
\$207.80	20' in length, 12" diameter
\$249.36	24' in length, 12" diameter
\$311.70	30' in length, 12" diameter
\$415.60	40' in length, 12" diameter
\$623.40	60' in length, 12" diameter
\$15.59	12" Bands
\$127.90	10' in length, 15" diameter
\$255.80	20' in length, 15" diameter
\$306.96	24' in length, 15" diameter
\$383.70	30' in length, 15" diameter
\$511.60	40' in length, 15" diameter
\$767.40	60' in length, 15" diameter
\$19.19	15" Bands
\$280.60	20' in length, 18" diameter
\$336.72	24' in length, 18" diameter
\$420.90	30' in length, 18" diameter
\$561.20	40' in length, 18" diameter
\$657.00	60' in length, 18" diameter
\$11.73	18" Bands
\$432.00	20' in length, 24" diameter
NA	24" Bands

PRICE FOR PLASTIC PIPE/BANDS

\$43.40	10' in length, 12" diameter
\$86.80	20' in length, 12" diameter
\$52.08	24' in length, 12" diameter
\$130.20	30' in length, 12" diameter
\$173.60	40' in length, 12" diameter
\$260.40	60' in length, 12" diameter
\$4.34	12" Bands
\$54.60	10' in length, 15" diameter
\$109.20	20' in length, 15" diameter
\$131.04	24' in length, 15" diameter
\$163.80	30' in length, 15" diameter
\$218.40	40' in length, 15" diameter
\$327.60	60' in length, 15" diameter
\$5.46	15" Bands
\$171.20	20' in length, 18" diameter
\$205.44	24' in length, 18" diameter
\$256.80	30' in length, 18" diameter
\$342.40	40' in length, 18" diameter
\$513.60	60' in length, 18" diameter
\$8.56	18" Bands
\$260.40	20' in length, 24" diameter
\$13.02	24" Bands

Proposed increase to cost of labor (5 employees) and materials (stone, gravel, etc.)

\$330.97	10' in length, 12" diameter
\$661.95	10' in length, 15" diameter
\$661.95	20' in length, 12", 15", 18" diameter
\$686.95	20' in length, 24" diameter
\$661.95	24' in length, 12", 15", 18" diameter
\$686.95	30' in length, 12", 15", 18" diameter
\$1,013.23	40' in length, 12", 15", 18" diameter
\$1,209.18	60' in length, 12", 15", 18" diameter

XXXXXX For pipes over 24" in diameter, the costs will be calculated by the Worcester County Department of Public Works at the time of application.

Current (2008) Cost for labor (5 employees) and materials (stone, gravel etc.)

\$193.62	10' in length, 12" diameter
\$387.24	10' in length, 15" diameter
\$387.24	20' in length, 12", 15", 18" diameter
\$406.74	20' in length, 24" diameter
\$387.24	24' in length, 12", 15", 18" diameter
\$406.74	30' in length, 12", 15", 18" diameter
\$578.32	40' in length, 12", 15", 18" diameter
\$671.32	60' in length, 12", 15", 18" diameter

TEL: 410-632-5623
 FAX: 410-632-1753
 WEB: co.worcester.md.us



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

DALLAS BAKER JR., P.E.
 DIRECTOR

CHRISTOPHER CLASING, P.E.
 DEPUTY DIRECTOR

MEMORANDUM

TO: Weston Young, P.E., Chief Administrative Officer
 Candace Savage, CGFM, Deputy Chief Administrative Officer
FROM: Dallas Baker, Jr., P.E., Director *Dallas Baker Jr*
DATE: February 17, 2023
SUBJECT: FY 23 Consolidated Transportation Program Letter

Attached for the Commissioner's review and comment is the draft FY 23 Consolidated Transportation Program (CTP) priority letter addressed to the Maryland Department of Transportation (MDOT). Each year, the County sends a letter to MDOT and the local State Delegation outlining our priorities to the State's transportation network. All projects from last year are still included on the list. I recommend keeping all requested improvements on the list until they are fully funded for construction. In addition, several new projects have been added based on input Public Works has received over this past year. The new projects include a traffic signal on US 13 and MD 366 in Pocomoke, safety improvements on US 113 near Corkers Creek, crosswalks and APS/CPS on MD 589 at Manklin Creek Road, and updating the bathrooms at the Welcome Center on US 13 in Pocomoke. I recommend we continue to meet with MDOT at the Summer MACo conference (August 16 – 19, 2023) to discuss these projects with them in person.

Lastly, Public Works reached out to the incorporated municipalities of Ocean City, Berlin, Snow Hill, and Pocomoke to solicit any requests they may have for MDOT. We have received the attached priority letters from Snow Hill and Berlin which I recommend we include in our submittal to MDOT.

Attachment

cc: Chris Clasing
 File

February 17, 2023

Mr. Paul J. Wiedefeld, Acting Secretary
Maryland Department of Transportation
7201 Corporate Center Drive
Hanover, MD 21076

RE: State Transportation Priorities in Worcester County for 2023

Dear Secretary Wiedefeld:

Thank you for the opportunity to present Worcester County's transportation priorities at the upcoming Consolidated Transportation Program tour this fall. In advance of that meeting, shown below is the list of projects we would like to discuss with you and the MDOT team during the tour and at the summer MACO conference in Ocean City, August 16 – 19, 2023.

DUALIZE MD 90

Traffic congestion on MD 90 continues to worsen. Ocean City has become a year round tourist destination and development on the north end of Worcester County continues to see record growth in new home and business construction. MD 90 needs to be dualized to address the increased traffic demands. Worcester County recognizes full dualization is a major capital project with a prolonged timeline for completion.

In addition, it is requested MDOT review the possibility of the short term interim improvement of strengthening and widening the shoulders of MD 90 while full dualization is pursued. The shoulders of MD 90 are too narrow and too thin to support sustained vehicular traffic. As such, during most routine maintenance operations by SHA, MD 90 is placed into a flagging operation or one lane is shut down entirely because the presence of the median guardrail. Traffic quickly backs up and significant delays are encountered. By widening and strengthening the shoulders to support temporary vehicular traffic, it will reduce the need to fully close a travel lane during maintenance or emergency response activities. It is believed this short term improvement could be undertaken quickly while long range planning, permitting, design, and construction moves forward towards full dualization.

DUALIZE MD 589

The north end of Worcester County has experienced significant growth over the last decade and the MD 589 corridor has become heavily congested at all times of the year. More people are living in Ocean Pines year round than ever before and commercial development is increasing. Congestion and delay issues along MD 589 are at or are approaching failing conditions as the road network reaches maximum capacity. MD 589 needs to be dualized to address the congestion issues and increasing safety concerns as additional residents come to the area.

NEW DRAWBRIDGE ON US 50 ENTERING OCEAN CITY

Similar to MD 90, traffic congestion on US 50 continues to worsen. In recent years, there have been several incidents of the existing drawbridge getting stuck. With Ocean City serving as a year round tourist destination, the US 50 drawbridge needs to be replaced with a more reliable structure and one that can accommodate the increasing traffic congestion issues.

SIGNALIZE THE INTERSECTION AT MD 611 & MD 376

During tourist season, MD 376 experiences significant delays and queuing as eastbound traffic waits to turn left onto northbound MD 611. There are several traffic generating businesses north of the intersection (ex. Frontier Town Campground & Water Park, Eagle's Landing Golf Course, Ocean City Airport) as well as numerous residential and commercial developments. The steady stream of traffic to and from Assateague Park does not allow for adequate gaps for traffic to enter onto MD 611. The intersection needs to be signalized to reduce the delay and congestion on MD 376, even if using a seasonal signal operation similar to what was approved for MD 611 and Golf Course Road several years ago.

SIGNALIZE THE INTERSECTION AT MD 367 & MD 368 (BISHOPVILLE)

GPS applications such as Google Maps and Waze are sending increasing amounts of traffic down MD 367 and MD 368 as an alternate route to MD 90 instead of the more appropriate and better suited route of US 113. MD 367 & MD 368 are two lane, two way roads intended more to serve residential traffic, not the volume of tourist traffic currently being experienced. Local residents and visitors to the area are getting stuck on MD 368 north bound as they try to turn left on MD 367 west bound. The intersection needs to be signalized to reduce delay and congestion.

SIGNALIZE THE INTERSECTION AT US 13 & MD 366 (POCOMOKE)

Worcester County is requesting the Maryland Department of Transportation (MDOT) upgrade the intersection of US 13 and MD 366 in Pocomoke from the existing intersection control beacon to a full traffic signal. Over the years, there have been multiple crashes at the intersection, including twenty (20) between January 1, 2017 and December 31, 2021. All 20 crashes were angle collisions. There have also been multiple crashes this past year, 2022, which have not yet been recorded in the State's crash data but have been experienced by residents of Pocomoke. US 13 is a divided highway at this intersection with a crossing distance of 160 feet. For comparison, the intersection of US 13 and MD 364 (2.3 miles north of MD 366) has a crossing distance of 120 feet and it is signalized. In addition, US 13 & MD 366 is located on a horizontal curve and there is a grade change when approaching the intersection westbound which creates sight distance issues.

CONSTRUCT SAFETY IMPROVEMENT ON US 113 NEAR CORKERS CREEK

The corridor of US 113 near Corker's Creek has several crashes between January 1, 2019 and November 30, 2022, including 1 fatal crash. The prevailing crash patterns are night time crashes where vehicles have left the road. Worcester County is requesting the installation of guard rail and roadway lighting through the corridor to address the safety concerns of residents in the area.

ELIMINATE FLOODING ON MD 12 NORTH OF SNOW HILL

MD 12 north of Snow Hill floods even during moderate rain events. High water signs have been installed and are left in place year round. The road is lower than surrounding properties and there are no drainage structures to relieve flooding. MD 12 is a designated evacuation route that is impassible during large storms (when the route is needed the most) due to the flooding. The road needs to be raised with drainage structures added to keep the road passable and clear during storm events.

CONSTRUCT DEDICATED RIGHT TURN LANE ON SOUTH BOUND ST. MARTINS NECK ROAD AT MD 90

Thanks to GPS apps like Google and Waze, more and more out of town traffic is being directed down St. Martin's Neck Road as a way to bypass traffic slowdowns on US 113 and MD 90. During tourist season traffic backs up as people wait to make left turns off of south bound St. Martin's Neck Road onto east bound MD 90. Currently there is only one south bound lane at the intersection. Local residents wanting to turn right onto west bound MD 90 must wait in long queues.

A south bound right turn lane needs to be constructed to better facilitate traffic wanting to head west bound on MD 90.

CONSTRUCT APS/CPS FOR PEDESTRIANS TO CROSS US 113 AT MD 346

The intersection of US 113 and MD 346 in Berlin has sidewalks, handicap ramps, and crosswalks on the east and west sides of the intersection but is lacking the necessary amenities for pedestrians to safely cross US 113. APS/CPS and crosswalks need to be added to the north leg of the intersection.

CONSTRUCT APS/CPS FOR PEDESTRIANS TO CROSS MD 589 & MANKLIN CREEK ROAD

The intersection of MD 589 and Manklin Creek Road in Ocean Pines has sidewalks, handicap ramps on the south and east legs of the intersection but is lacking the necessary amenities for pedestrians to safely cross either. APS/CPS and crosswalks need to be added to the south and east legs of the intersection to finish the work that has already been started.

DEVELOP AN ACCESS MANAGEMENT STRATEGIC PLAN FOR THE MD 611 CORRIDOR

Residential and commercial development on MD 611 is increasing. There is concern that if the growth continues, traffic congestion will become similar to what is currently experienced on MD 589. An access management plan needs to be developed for the corridor in order to provide a consistent and clearly understood approach as to the placement of access points, traffic signals, access roads, lane designations, pedestrian & bicycle amenities, and right-of-way needs. Future residential & commercial businesses can then reference and use the plan when developing the layout of their developments.

CONSTRUCT SHARED USE PATH ON MD 611 FROM US 50 TO ASSATEAGUE PARK

The recent completion of the shared use path on US 50 in West Ocean City has been received and used by the public with great success. Worcester County is requesting SHA begin planning for an extension of the existing path to connect the West Ocean City area to Assateague State Park. With the volume of traffic on MD 611, the numerous traffic generating destinations along the corridor, and MDOT's goal of promoting multimodal travel, extension of the path to one of the largest

traffic and tourist generating destinations in Worcester County is a logical project. A phased approach for design and construction could be used to make the project more financially feasible similar to the approach used for the shared use path on MD 413 in Somerset County.

UPDATE THE BATHROOMS AT THE MARYLAND STATE LINE - US13 - POCOMOKE WELCOME CENTER

MDOT is responsible for maintaining the bathrooms at the Maryland State Line welcome center on US 13 in Pocomoke. The bathrooms have deteriorated and are outdated. As a visitor's first impression into Maryland and Worcester County, the facilities need to be updated to improve the function and aesthetics.

Lastly, Worcester County has received the attached priority letters from Snow Hill and Berlin which we are including in this submittal to MDOT.

Thank you for your attention to these matters. If you should require any additional information or you should have any questions or concerns with regards to these matters, please feel free to contact me or Weston Young, Chief Administrative Officer, at this office.

Sincerely,

Anthony W. Bertino Jr.
President

cc: Weston Young, Chief Administrative Officer
Candace Savage, Deputy Chief Administrative Officer
Dallas Baker, Director of Public Works
Chris Clasing, Deputy Director of Public Works
Jennifer Keener, Director of Development, Review, and Permitting
Michael Pruitt, Mayor, Snow Hill
Zack Tyndall, Mayor, Berlin
Mark Crampton, D-1 District Engineer, SHA
Senator Mary Beth Carozza
Delegate Wayne Hartman
Delegate Charles J. Otto



Mayor & Council of Berlin

10 William Street, Berlin, Maryland 21811

Phone 410-641-2770 Fax 410-641-2316

www.berlinmd.gov

February 14, 2023

Mayor

Zack Tyndall

Vice President

Dean Burrell

Council Members

Steve Green

Jay Knerr

Shaneka Nichols

Jack Orris

Town Attorney

David Gaskill

Town Administrator

Mary Bohlen

Hon. Anthony "Chip" Bertino, President
Worcester County Commissioners
1 Market Street, Room 1103
Snow Hill, Maryland 21863

President Bertino,

I am writing on behalf of the Mayor and Council, citizens, and business community within the Town of Berlin to respectfully ask the Worcester County Commissioners to add the following projects to their list of State Transportation Priorities for 2023. The following projects are critical to improving the safety of our community and are not listed based prioritization of the requested project:

- PEDESTRIAN BRIDGE ACROSS RT. 113 at RT. 376 (BAY STREET)
 - The creation of RT. 113 divided the Town of Berlin. Residents who live west of RT. 113 have access to the town's only grocery store, healthcare providers, Town Hall, and Worcester County library without having to cross a major highway. However, the residents who live east of RT. 113 lack safe access to these vital services. The intersection of RT 113. and RT. 376 is also perceived by residents as unsafe due to incidents from the past. Currently, this intersection is the only marked crosswalk along RT 113 in Berlin for residents to travel between neighborhoods. The Town of Berlin is requesting a pedestrian bridge to help improve pedestrian safety and increase interconnectivity between the neighborhoods and districts in town.
- TRAFFIC SIGNAL RT. 50 and RT. 818 (NORTH MAIN STREET)
 - The intersection of RT. 50 and RT. 818 (North Main Street) serves as one of the primary entrances to the Town of Berlin. Due to increased traffic along RT. 50 and growth in the area, the safety of this intersection is of concern for our community. The Town of Berlin requests the installation of a traffic light to improve safety for those who live, work in, and visit our town.
- SIDEWALKS RT. 346 (OLD OCEAN CITY BOULEVARD) - FROM SUNLIGHT LANE TO RT. 818 (MAIN STREET) and FROM RT. 818 (MAIN STREET) to RT. 377 (WILLIAM STREET)
 - The residents of Sunlight Lane currently do not have safe pedestrian access to Main Street. Residents are forced to walk on the roadway and share travel lanes with vehicular traffic.

- SIDEWALKS RT. 346 (OLD OCEAN CITY BOULEVARD) - FROM RT. 818 (MAIN STREET) to RT. 377 (WILLIAM STREET)
 - The Town of Berlin has several new businesses opening along the Rt. 346 corridor between Main Street and William Street. Unfortunately, there are no sidewalks in place along this section of roadway. Pedestrians are forced to share the roadway with vehicular traffic. Recently, the Town of Berlin police department and the Berlin Fire Company responded to an accident along this section of Rt. 346 where a pedestrian was hit by a vehicle.
- ROUNDABOUT AT INTERSECTION OF RT. 818 (NORTH MAIN STREET) and RT. 346
 - Currently, the intersection of RT. 818 and RT. 346 is a four-way intersection with flashing lights. However, due to increased traffic at this intersection, confusion occurs and often creates unsafe conditions. The Town of Berlin would like to see a roundabout installed at this intersection to improve safety.
- CROSSWALKS – RT. 818, RT. 374, RT. 376, RT. 377, and RT. 346
 - The Town of Berlin has completed an inventory of sidewalks along the State Highways within municipal limits where yellow ADA pads already exist. In an effort to improve pedestrian safety and walkability, the Town of Berlin would like to have crosswalks painted connecting the yellow ADA pads that are already installed.

The Town of Berlin continues to be committed to working with the Maryland Department of Transportation to improve pedestrian safety along the state highways in town limits. We are prioritizing the addition of crosswalks along several state highways throughout the Town, including RT. 818, RT. 374, RT. 376, RT. 377, AND RT. 346. Many roadways already have ADA pads on the sidewalks, but lack painted crosswalks. Without painted crosswalks on the road, motorists do not give pedestrians the right of way, creating unsafe conditions for those on sidewalks.

The Town of Berlin greatly appreciates the Commissioner's consideration regarding the addition of these projects to the State Transportation Priorities in Worcester County for 2022.

Respectfully,



Mayor Zack Tyndall
10 William Street
Berlin, MD 21811
(410) 641-1954
MayorZack@berlinmd.gov



MAYOR AND COUNCIL OF SNOW HILL

February 10, 2023

Mr. Dallas Baker Jr., P.E.
 Director of Public Works
 Worcester County
 6113 Timmons Road
 Snow Hill, MD 21863

Dear Mr. Baker:

On behalf of the Mayor & Town Council of Snow Hill, Maryland, we appreciate the opportunity to contribute our local priorities for inclusion in Worcester County's submission of needed projects to the Maryland Department of Transportation for the Consolidated Transportation Program for 2023. Our recommendations center around the following issues:

- **Route #12 Flooding & Drainage**

The entrance to Snow Hill on State Route #12 has been historically challenged for generations by flood waters caused by a rising Pocomoke River due to weather and tidal events that cover the road, reaching depths that require road closure to all traffic. It has sometimes been necessary, even, for the Town of Snow Hill emergency responders to station equipment on the western side of the bridge to be able to respond to needs in that portion of their service area. We realize the solution to this problem will be comprehensive and expensive but we must continue to encourage the State to make this a priority for public safety and to delay further deterioration of the road structure.

One long-term but permanent solution to the problem would be the construction of a new crossing of the river, creating a by-pass of town, intersecting with State Route #113 north of Snow Hill. While this may generate discussion from some of the commercial interests downtown, there would be a safety benefit there, as well, with the elimination of most of the heavy truck traffic that is currently forced to traverse downtown to the Rt.#12 bridge.

- **Safe streets on State roads and highways**

We ask consideration by the State Highway Administration of new signage, painted crosswalks, speed bumps or humps in selected locations along roadways under their jurisdiction. We constantly receive questions and complaints from the public about pedestrian safety and speeding traffic along portions of Washington Street, Market Street, Church Street and others. The Town asks that SHA meet with our staff to review the State street system in Snow Hill and collaborate on ways to improve public safety at these locations.

- Signage warning heavy truck drivers about the use of “Jake Brakes” in Town limits

The Town government and Police Department are constantly receiving complaints from residents about the use of “Jake Brakes” and the noise and disruption they bring to the surrounding neighborhoods. We ask that signs be placed on State routes entering Town, prohibiting the use of “Jake Brakes”.



- Finally, we respectfully encourage our colleagues at the Department of Transportation to always honor the needs and requests of our sister communities across Worcester County.

Thank you once again for the opportunity to share our thoughts with the county commissioners and the State Department of Transportation. If we can provide any additional information or be of service to you going forward, please do not hesitate to ask.

Sincerely,



Michael Pruitt

Mayor



DEPARTMENT OF
DEVELOPMENT REVIEW AND PERMITTING

Worcester County

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

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

ZONING DIVISION
BUILDING DIVISION
DATA RESEARCH DIVISION

ADMINISTRATIVE DIVISION
CUSTOMER SERVICE DIVISION
TECHNICAL SERVICES DIVISION

MEMORANDUM

TO: Weston S. Young, Chief Administrative Officer
FROM: Jennifer K. Keener, AICP, Director
DATE: February 27, 2023
RE: Worcester County Redistricting

Now that the 2022 general elections have been completed, it is necessary to begin the redistricting process. As illustrated in the attached Chart 1, Worcester County experienced population growth and a shift in population across the existing election districts. Our goal would be to maintain the existing boundaries to the extent practicable; however, some districts will need to lose population, while others gain. Therefore, I am seeking direction on how the County Commissioners would like to proceed.

As the analysis associated with this process is a complex task, our department has software that can be used to develop map options. Parameters for redistricting are as established from case law regarding voting rights:

- Districts should be of nearly equal population, with minimal deviation between the highest and lowest total population by district to ensure equal representation.
- A majority minority district must be maintained (currently Central District – No. 2).
- Contiguity must be maintained; districts should also be compact where possible.

Chart 2 shows how the above criterion were met during the 2013 redistricting process to achieve the existing boundaries. Chart 3 illustrates the impacts of the 2020 census within the existing district boundaries. It is important to remember that the population data is based on the census block level, which are statistical areas bounded by roads, waterbodies, municipal boundaries, or other features of various sizes (physically and statistically). A district boundary cannot divide a census block, and due regard should be given to natural, geographic, and community boundaries.

Once the draft map(s) has been finalized, the County Commissioners will need to schedule one or more public hearings. Any public comments received will be reviewed and may be incorporated into the final product. A legislative bill will then be prepared to formally describe the district boundaries in great detail and adopted with the redistricting map in accordance with § CG 2-102 at another public hearing.

As always, if you or the County Commissioners have any questions, I will be available to discuss this matter at your convenience.

Chart 1
Effects of the 2020 Census on
Existing Worcester County Election Districts

District No.	District Name	Population 2010 Census	Population 2020 Census	Total Change in Population
1	Southern	7,321	7,224	-97
2	Central	7,279	7,197	-82
3	Sinepuxent	7,520	8,009	489
4	Western	7,032	6,981	-51
5	Ocean Pines	7,725	8,179	454
6	Northern	7,458	8,083	625
7	Ocean City	7,213	6,934	-279
Total:		51,548	52,607	1,059

Chart 2

2013 Redistricting Final Plan					
District No.	District Name	Population 2010 Census	Mean or "Ideal" Population Per District	2010 Pop. Deviation to Mean (Recommended $\pm 5\%$)	Population Disparity (Recommended 10%)
1	Southern	7,321	7,364.0	-0.6%	9.4%
2	Central	7,279	7,364.0	-1.2%	
3	Sinepuxent	7,520	7,364.0	2.1%	
4	Western	7,032	7,364.0	-4.5%	
5	Ocean Pines	7,725	7,364.0	4.9%	
6	Northern	7,458	7,364.0	1.3%	
7	Ocean City	7,213	7,364.0	-2.1%	
Total:		51,548	51,548		

Chart 3

Impact of 2020 Census on Existing Election Districts					
District No.	District Name	Population 2020 Census	Mean or "Ideal" Population Per District	Existing Pop. Deviation to Mean (Recommended Max $\pm 5\%$)	Population Disparity (Recommended Max 10%)
1	Southern	7,224	7,515.3	-3.9%	16.6%
2	Central	7,197	7,515.3	-4.2%	
3	Sinepuxent	8,009	7,515.3	6.6%	
4	Western	6,981	7,515.3	-7.1%	
5	Ocean Pines	8,179	7,515.3	8.8%	
6	Northern	8,083	7,515.3	7.6%	
7	Ocean City	6,934	7,515.3	-7.7%	
Total:		52,607	52,607		



Worcester County Recreation & Parks
6030 Public Landing Road | Snow Hill MD 21863 | (410) 632-2144 | www.PlayMarylandsCoast.org

MEMORANDUM

TO: Weston S. Young, Chief Administrative Officer
Candace Savage, Deputy Chief Administrative Officer
FROM: Kelly Rados, Director of Recreation & Parks
Jacob Stephens, Parks Superintendent
DATE: February 27, 2023
SUBJECT: Pocomoke Middle School Basketball Courts

Worcester County Recreation and Parks is seeking permission to move forward with planning and rehabilitating a small piece of property at Pocomoke Middle School. Currently the basketball courts on the northwest side of the property are in need of repair/replacement. Program Open Space has confirmed that our development grant funding can be used on the property with contingency of the Board of Education signing an MOU.

This project would consist of resurfacing the existing basketball courts, installing new basketball goal system on one court, re-lining one court, installing a small parking lot, installing a multisport court on existing surface, and fencing off the area with privacy screening. Our estimated budget for the project is as follows, based on quotes and similar work:

\$ 65,000	Court Renovations, Re-lining, Basketball goals
\$140,000	Multi-Sport Court (includes volleyball, soccer, basketball)
\$ 75,000	Additional Fencing, Fencing Replacement
\$ 25,000	Site Amenities (Bleachers, Trash Cans, Benches)
<u>\$ 15,000</u>	Site Work (Electricity)
\$320,000	Total

Our department does have Program Open Space Development Funds to cover this project at a 90% reimbursable rate. We would use in kind services to help offset the 10% match required by the county. There has also been interest from the City of Pocomoke to help cover some costs but specifics have not been discussed at this time.

This project will provide many benefits to the community as well as the county. In the past we have looked to purchase land in this area of Pocomoke to provide walking access to a “neighborhood park” for children and adults to enjoy. This location would be in the perfect area, be zero acquisition cost to the county, would allow for additional programming, and would be accessible for the school to use as they wish.

With approval to move forward, our next steps would be to meet with the Board of Education for approval and submit applications to Program Open Space for approval.

Attachments: Program Open Space MOU
Existing Court Conditions
Multi-Sport Court Rendering
Site Map

MARYLAND DEPARTMENT OF NATURAL RESOURCES
PROGRAM OPEN SPACE

JOINT-USE AGREEMENT

THIS JOINT-USE AGREEMENT (this Agreement) is made this ____ day of _____,
20____, by and between:

- (a) _____
(hereinafter, the Local Government)
- (b) _____
(hereinafter, the Third Party), and
- (c) The Department of Natural Resources, acting for and on behalf of the State of Maryland (hereinafter, the Department)

WHEREAS, the Local Government is applying Program Open Space funds appropriated by the Maryland General Assembly and administered by Program Open Space under Title 5, Subtitle 9 of the Natural Resources Article (2012 Replacement Volume, as amended) for recreational facilities on lands owned by the Third Party.

NOW, THEREFORE, the Local Government, the Third Party, and the Department agree as follows:

1. This Agreement applies to the facility described in the Program Open Space, Development and Capital Renewal Application and Project Agreement # _____ - _____ - _____, set forth in **Attachment A**, which is hereby incorporated herein by reference (the Project).
2. Any additional agreements between the Local Government, the Third Party, and any other parties with respect to the Project are set forth in **Attachment B**, which is hereby incorporated herein by reference. In the event of a conflict between the terms of **Attachment B** and the terms of this Agreement, the terms of this Agreement shall prevail.
3. The Local Government shall operate and maintain, or have operated and maintained, the Project throughout its estimated life of 20 years from the date of Board of Public Works approval as set forth in **Attachment A** and associated documents.
 - a. The Project shall be maintained so as to appear attractive and inviting to the public.
 - b. Sanitation and sanitary facilities shall be maintained in accordance with applicable State and local health standards.
 - c. The Project shall be kept reasonably safe for public use.
 - d. Buildings, roads, trails and other structures and improvements shall be kept in reasonable repair so as to prevent undue deterioration and to encourage public use.
4. The Local Government and the Third Party shall ensure that:
 - a. The Project shall be open for public use at all reasonable hours and times of the year, according to the type of area and facility.
 - b. The Project shall be open to entry and use by all persons, regardless of race, color, religion, sex, age, handicap, marital status, sexual orientation, gender, or ancestry or national origin, and shall be operated in compliance with Title VII of the Civil Rights Act of 1964, P.L. 88-354 (1964) and its amendments, the Americans with Disabilities Act of 1990, P.L. 101-336 and its amendments, and Section 20-601 et. seq. (Discrimination in Employment) of the State Government Article of the Annotated Code of Maryland (2014 Repl. Vol. and 2016 Supp.)
 - c. The Project shall be retained and used for public outdoor recreation or open space purposes. The Project shall not be converted to any other use without the prior written approval of the Secretary of the Department of Natural Resources, the Secretary of the Department of Budget and Management, and the Secretary of the Department of Planning. Said approval shall not be granted unless the Local Government and/or Third Party replace the Project with facilities of at least equivalent area and of at least equivalent recreation or open space value. The monetary value of the replacement facility shall be

- equal to or greater than the original Program Open Space grant(s). The Secretaries, at their sole discretion, shall determine the relative recreation and open space value of the properties, considering the fair market value, usefulness, quality and location of the properties and/or facilities.
- d. The Department, its agents and employees shall have the right to inspect the Project for compliance with this Agreement.
5. To the extent permitted by law and subject to available appropriations, the Local Government agrees:
 - a. To protect, indemnify and save harmless the Department, its officers, agents, and employees from and against any and all claims, demands, causes of action, and liability of any kind arising out of the operation and use of the Project.
 - b. That if the Project is rendered unusable for any reason whatsoever, the Local Government shall immediately notify the Department of said condition. The Local Government, at its own expense, shall repair the Project, taking any action necessary to restore use and enjoyment of the Project by the public.
 - c. That any violation of this Agreement shall render the Local Government liable to the Department to replace the Project with land of at least equivalent area and public recreational value, and to construct on this replacement land facilities of the same type, size, and quality of construction as those in the Project.
 - d. That in the event of a violation of any provisions of this Agreement, the State, in addition to pursuing other remedies, may impose the following sanctions until the violation has been corrected to the satisfaction of the Department:
 - i. Withhold approval of any Program Open Space and Community Parks and Playgrounds project request submitted by the Local Government to the Department;
 - ii. Withhold reimbursement from Program Open Space and Community Parks and Playgrounds funds for the State's share of the cost of the Project;
 - iii. Withhold reimbursement from Program Open Space and Community Parks and Playgrounds funds for the State's share of the cost of any or all outstanding projects of the Local Government;
 - iv. Maintain, operate, or repair the Project, charging the cost of said maintenance, operation, or repair to the Local Government as a debt due and owing the Department.
 6. If the Third Party is a Board of Education that holds title to the land on which the Project is located, then, the Third Party shall permit the Project to be open to the general public, as regulated by the Third Party or the Local Government at all hours and times consistent with the type of facility, so long as same does not interfere with specific school activities.
 7. This Agreement shall inure to the benefit of, and be binding upon, the parties hereto and their respective successors and assigns, including assigns and successors by way of privity of estate and contract. Nothing in this Agreement, expressed or implied, is intended to confer upon or against any person, corporation, or government unit not a party to this Agreement, any right or remedy under or by reason of this Agreement.
 8. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Signatures, including notary signatures, provided by electronic means including, by way of example and not of limitation, facsimile, Adobe, PDF, and sent by electronic mail, or via an electronic signature program, shall be deemed to be original signatures.

[The remainder of this page is intentionally left blank]

IN WITNESS WHEREOF the parties have executed this Agreement causing the same to be signed the day and year first written above.

WITNESS:

THE LOCAL GOVERNMENT:

NAME: _____

TITLE: _____

WITNESS:

THE THIRD PARTY:

NAME: _____

TITLE: _____

WITNESS:

THE DEPARTMENT:

NAME: _____

TITLE: _____

Approved as to legal form and sufficiency. Approved means the document meets the legal requirements for a contract if the signature blocks are executed properly; it does not mean approval or disapproval of the transaction. Approval is of the typed language only; any modification requires re-approval.

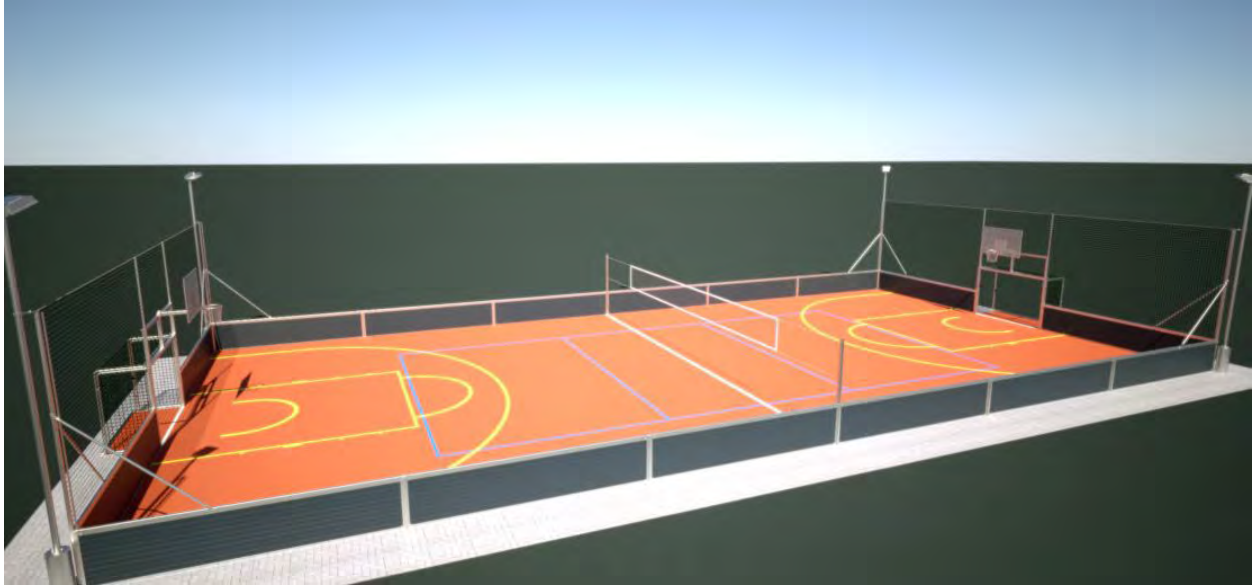
Office of the Attorney General
Department of Natural Resources

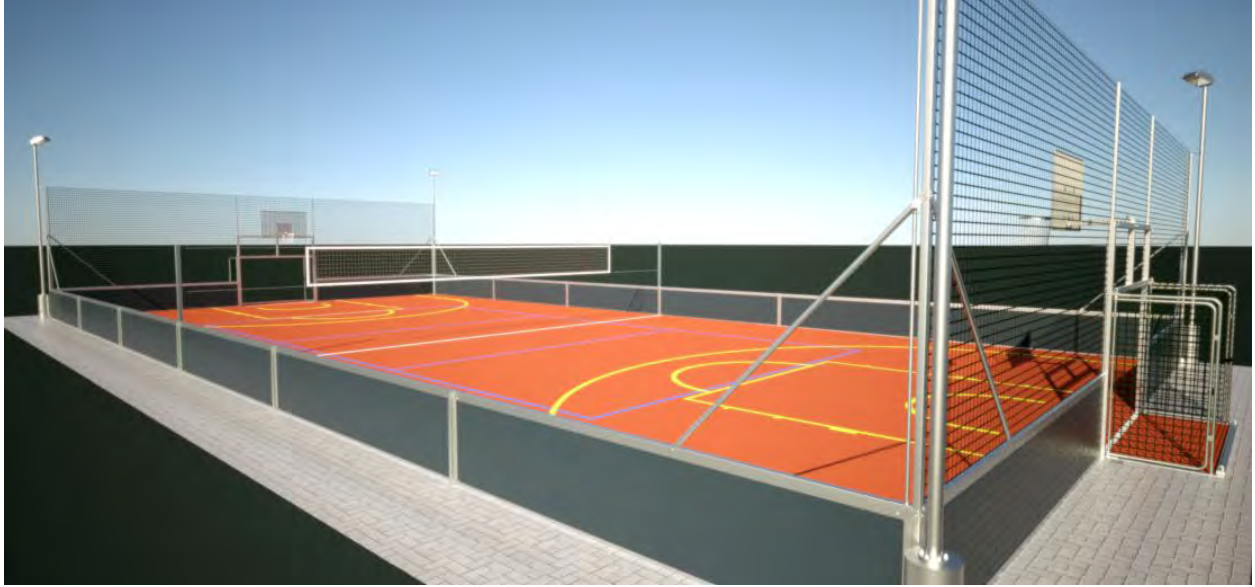
Note: **Attachment B** should set forth the respective roles of the Local Government and the Third Party for construction and development of the Project and for the operation, maintenance, supervision and scheduling of the Project. It may also include other agreements between the Local Government, the Third Party and any other parties with respect to the Project.

If there is no **Attachment B** to this Agreement, please initial here: _____ Local Government
_____ Third Party

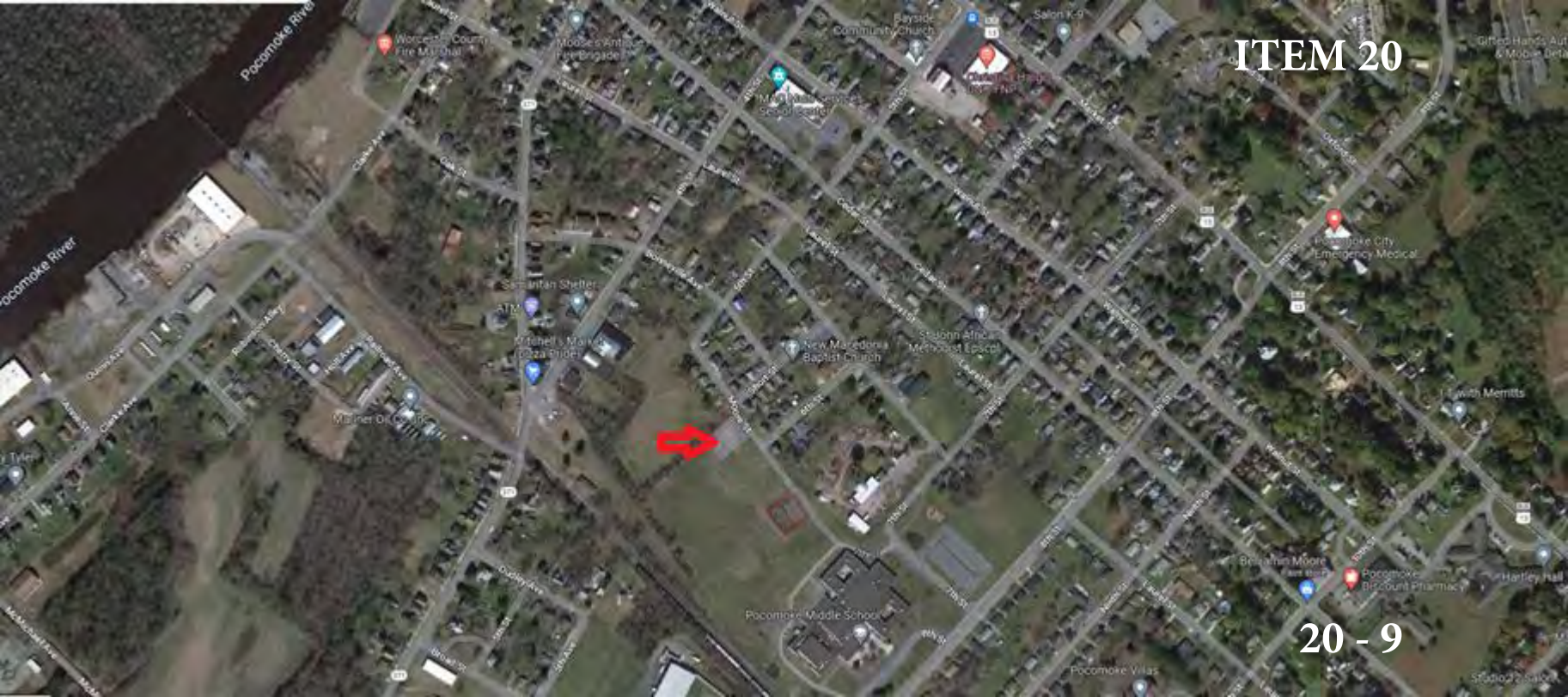








ITEM 20



20 - 9



Worcester County Recreation & Parks

6030 Public Landing Road | Snow Hill MD 21863 | (410) 632-2144 | www.PlayMarylandsCoast.org

MEMORANDUM

TO: Weston S. Young, Chief Administrative Officer
Candace Savage, Deputy Chief Administrative Officer

FROM: Kelly Rados, Director of Recreation & Parks

DATE: February 27, 2023

SUBJECT: Shell Mill Boat Landing Parking

Worcester County Recreation and Parks evaluated all comments and concerns from the February 7, 2023 Commissioners meeting in regards to parking at Public Boat landings. Our Department is proposing to move forward with implementing a one year pilot program at Shell Mill Boat Landing, charging out-of-state patrons to park.

Shell Mill, being situated close to the Delaware border experiences a higher out-of-state use than other boat landings. A pilot program will give us the ability to evaluate and make changes as needed before implementing paid parking at our other boating facilities in the future. Our department feels this will be the best option moving forward in order to accurately assess the process, while limiting the expenses and staffing needs.

For this pilot program, we are proposing to use of ParkMobile, or a similar parking service, to charge out-of-state patrons a fee of \$10 per parking spot, per day. \$10 is the maximum fee that can be charged to out-of-state users due to Waterway Improvement regulations. This fee would be for all vehicles parking in the lot that do not have a Maryland License plate fixed to the vehicle. Of this \$10 fee, the county would be receiving \$9.15 per out-of-state user. No annual passes will be sold, alleviating a need for additional staffing to sell the passes, and the cost of stickers/passes.

Park Mobile will work with us to create accurate signage to encourage out of state users to pay. Users would be able to pay by app, web, or even text. Our enforcement team, to include Sheriffs and Parks staff, would be able to pull a report in real-time, on site, in order to verify that out-of-state users have paid for parking. Our recommendation is for the Sheriff's department to patrol the parking lot, and issues tickets/citations for violating vehicles.

If approved, next steps would include meeting with our Procurement officer to move forward with Park Mobile, or a similar service. The implementation of a parking service, once selected, would take approximately 6 weeks. During this period, our Department would have the Shell Mill parking lot striped in order to clearly define where parking is permitted.

With approval of this Pilot Program, our County Attorney would need to make the necessary changes to county code.

cc: Jacob Stephens, Parks Superintendent

Attachments: ParkMobile Presentation



Powering Smart Mobility in Worcester County, Maryland

June 2nd, 2022

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COMPANY OVERVIEW



Our mission is to power **smart mobility**
for every driver and vehicle, **everywhere**.

We do this by creating innovative solutions that connect parking and mobility ecosystems,
thereby **eliminating friction and maximizing convenience and efficiency**.

PARKMOBILE BY THE NUMBERS



33 Million+
USERS
NATIONWIDE



11
Million+
MONTHLY
TRANSACTIONS



500+
CITIES &
MUNICIPALITIES



41
OF THE TOP
100 CITIES

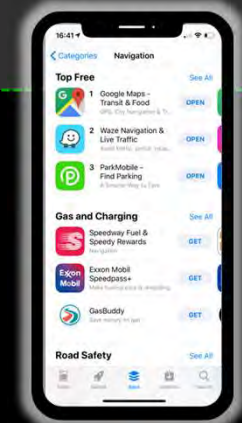


20+
AIRPORTS



140+
UNIVERSITIES

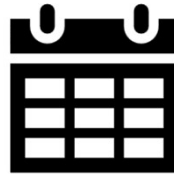
- **Ranked #3** in the Navigation category of the app store only behind Waze and Google Maps
- Adopted by over **1 in 11 U.S. drivers**
- 25% of users engage with the app as they **travel to different markets**



Powering All Parking and Mobility Needs



On- and Off-Street
Mobile Payments



Prepaid Parking &
Reservations



Fleets



Airport Parking



Mobile Payment for
Gated Parking

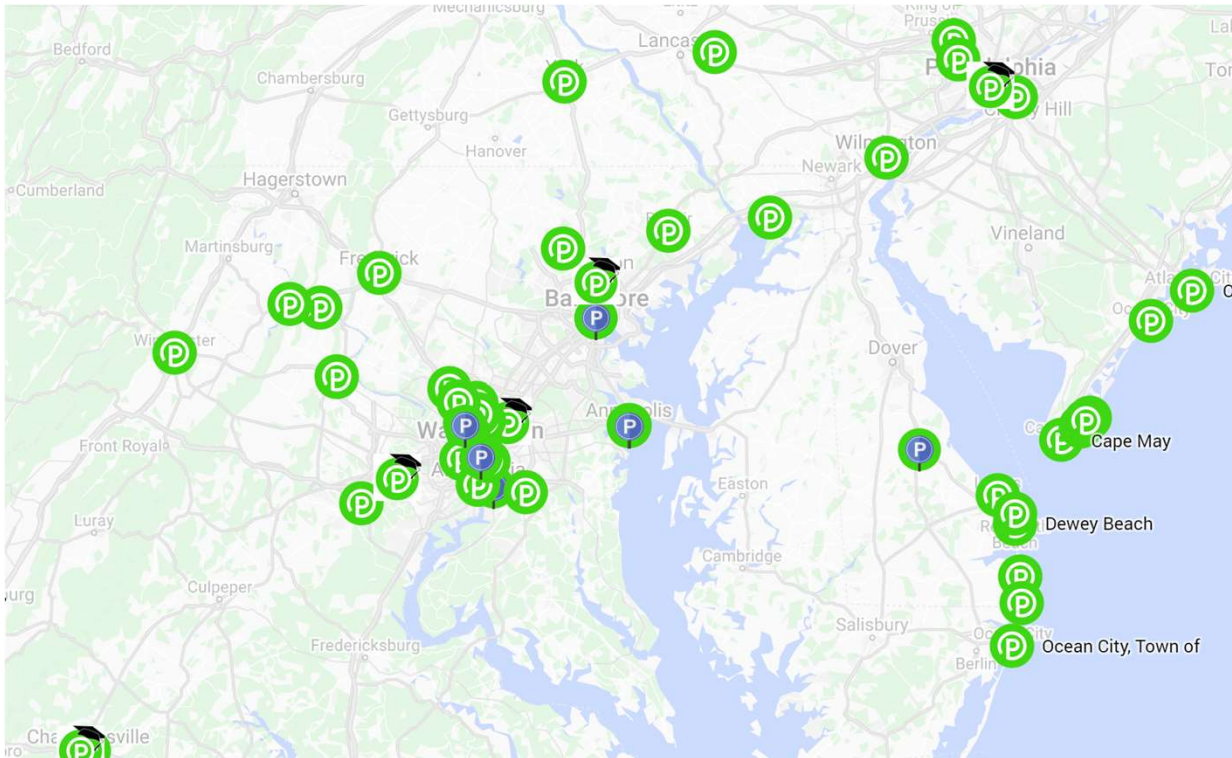


Event &
Venue-Based
Parking



Validations

The ParkMobile Network



Current DC/MD/DE Clients

- Baltimore County Revenue Authority
- Washington D.C.
- Arlington
- Alexandria
- Prince George's County
- Montgomery County
- University of Maryland
- Townson University
- Lewes
- Rehoboth Beach
- Dewey Beach
- Fenwick Island
- Ocean City
- Annapolis
- Brunswick
- Harpers Ferry
- Frederick
- Bel Air
- Charlestown
- Leesburg
- Winchester
- Rockville
- Takoma Park
- Bethany Beach

+300 other municipal, university, and operator deployments across the US

More Cities Use ParkMobile Than Any Other Parking App

East



Midwest



South



West





OUR PRODUCTS & PLATFORM



The Most Feature Rich, Flexible And User-friendly Mobility Solution In The Industry

More functionalities address all driver needs and use cases

Zone Parking

Auto-detects nearby zones for quick one-touch zone entry

Real-time on-street Parking Availability helps drivers find areas with open spots

Clustered pins reveal multiple zones when touched

QR Code Reader

Map View showing points of interest in the local area

Reservations

Search for destination

Filter results for amenities (covered, EV enabled, high clearance, etc.)

Select time and date for parking

See garages for event and transient reservations

Other features

Find My Car

Off-Street Gate Access

Notifications

Manage vehicles

Add and remove payment methods

Account History

IVR Phone Number

24/7/365 Customer Support

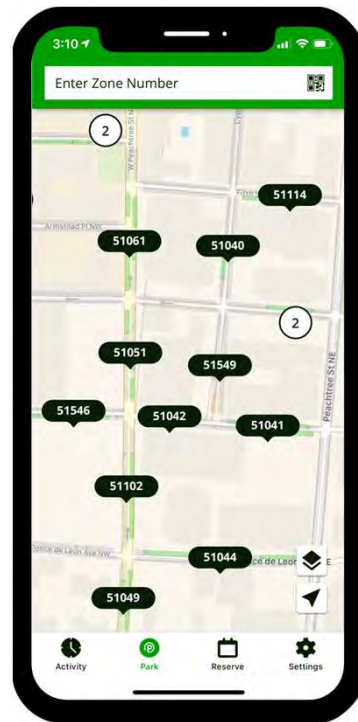
Extend time

ParkMobile On-Demand Parking

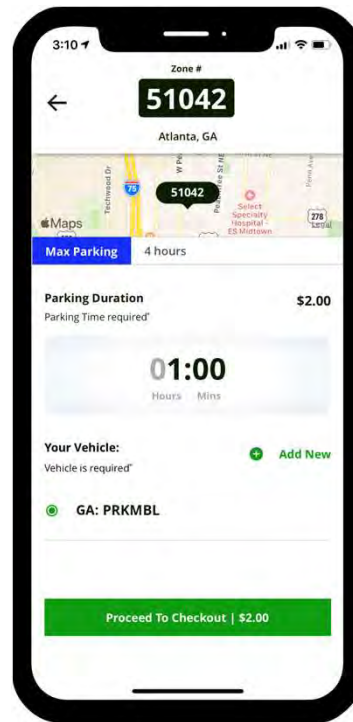
Enhancing **transparency** and removing **friction**



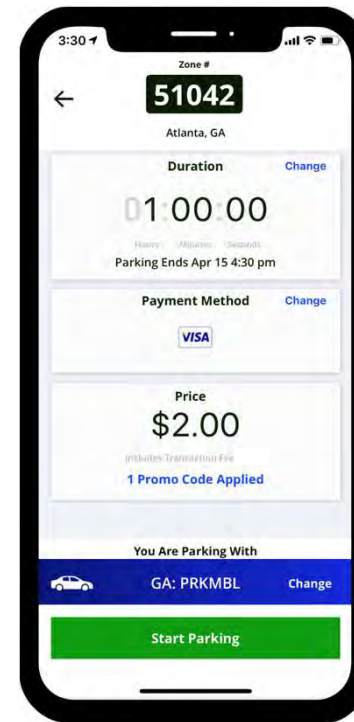
Register or Login



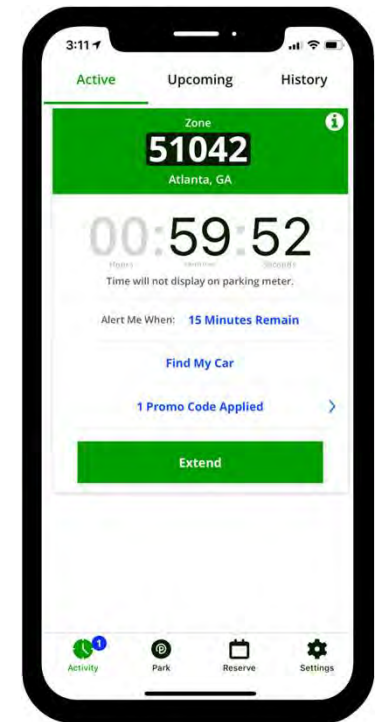
Select or Enter ParkMobile Zone



Choose Parking Time, Vehicle and Payment Method



Confirm Information and Start Parking

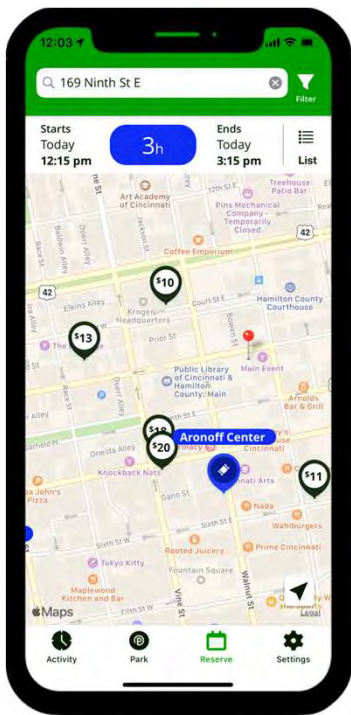


Know how much time you have left. Extend time remotely

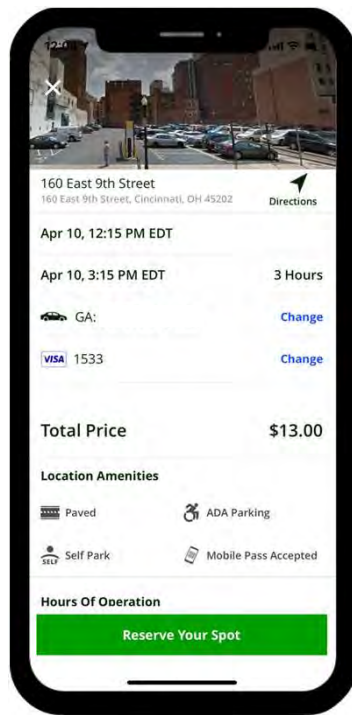


Reservations

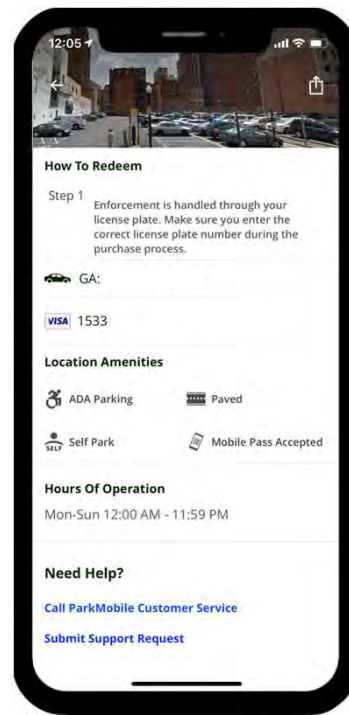
An easy and intuitive user flow for reservations



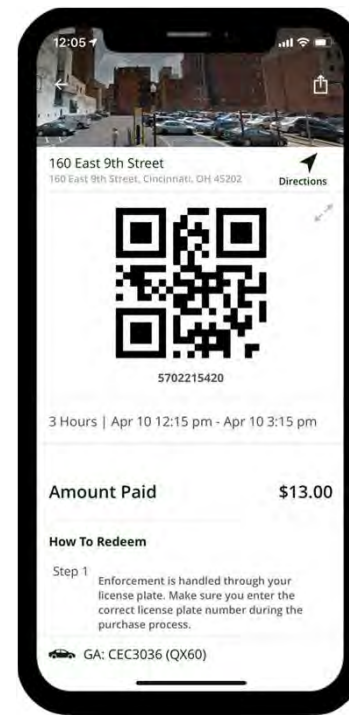
Reserve Parking Tab



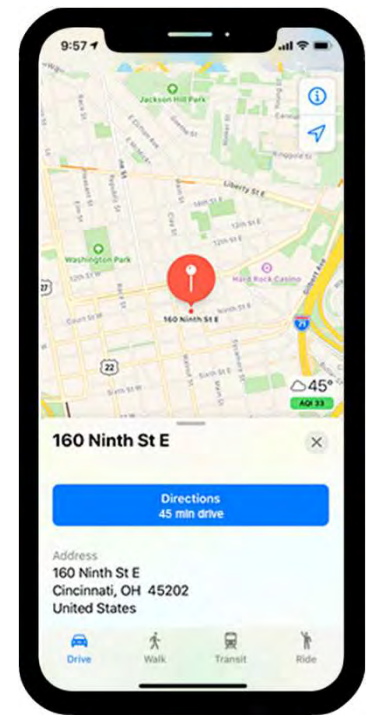
Detailed Description of Facility



Reserve and Receive Redemption Instructions



QR Code for Event Entry



Get Turn-by-Turn Directions





MORE WAYS TO PAY

 **ParkMobile®**

ParkMobile Gives More Options for Contactless Payments

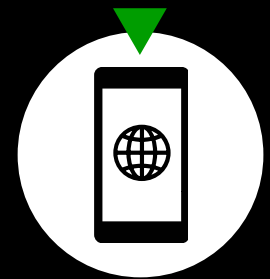
Looking to provide more **contactless payment options** in your city or facility?

ParkMobile now offers multiple ways for your customers to pay for parking, making it easier than ever to go contactless. People can pay by app, web, or even text, whichever way they choose.

Pay by App



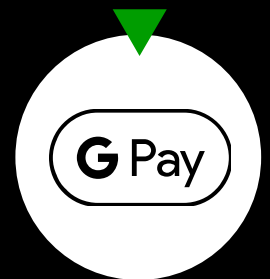
Pay by Web



Pay by Text



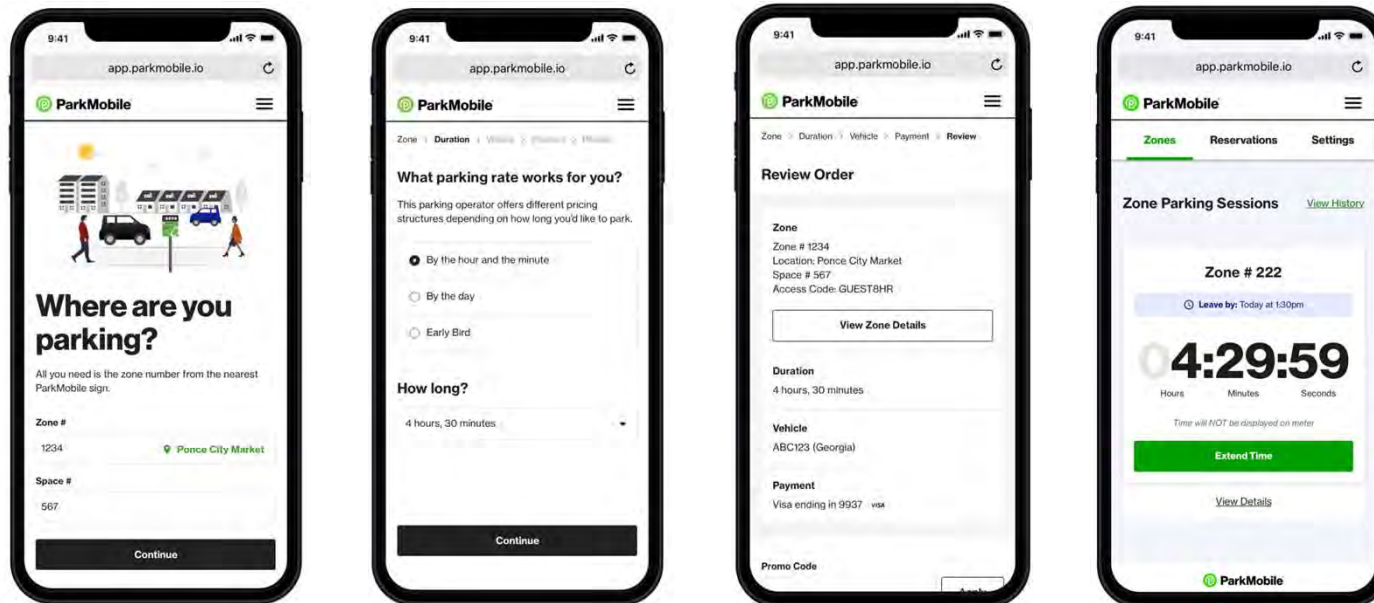
Pay by GPay



Pay by Web

Lightweight web-based flow for people who do not want to download the full-featured app

Mobile Web Experience



Commentary

Lightweight – no app download required
 Ability to do a quick transaction on-the-go
 Supports text-to-pay option
 Enables easy linking from any website or mobile app
 Ability to create an account
 User acquisition point to drive people to the full-featured app experience

Pay by Text

Text to park for people who do not want to download the full-featured app

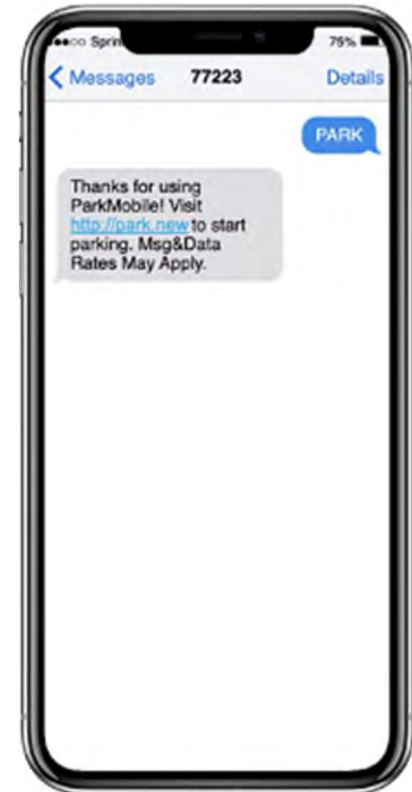
Text Experience

Text to Park from ParkMobile is a contactless solution that allows users to quickly and easily pay for their parking without touching a meter or downloading an app.

When the user parks in a ParkMobile zone, they can text the keyword “Park” to 77223 to receive a short link via SMS to start their session.

The user can open that link on their mobile phone, enter their zone number, select their duration, and then proceed to start their paid parking session.

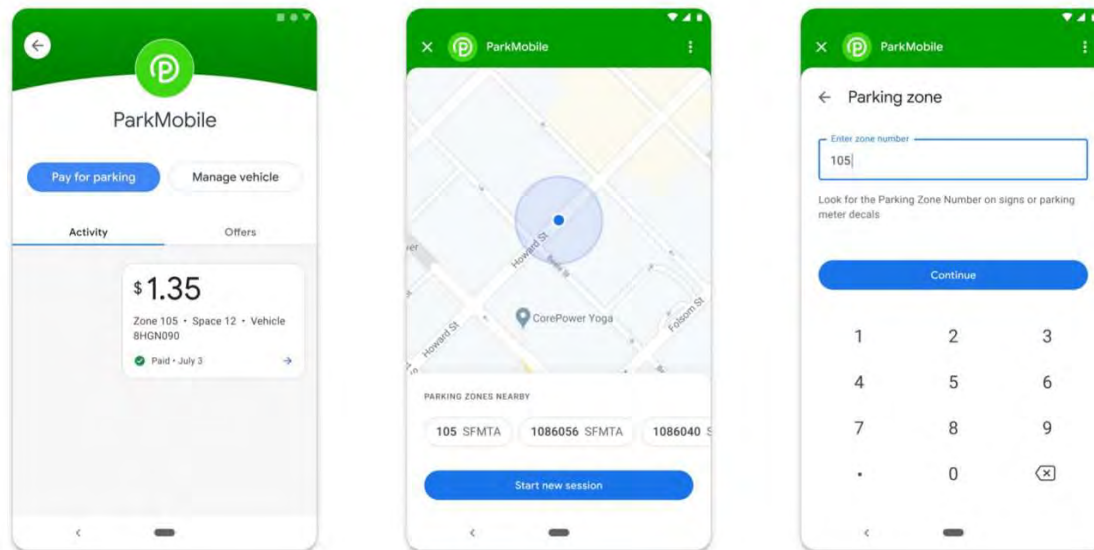
Users can also opt in to SMS notifications so they know when their time is up. They can add more time if they need to, all from the convenience of their smartphone.



Pay by Google Pay

Enabling **supplier and customer choice** at scale

Third Party App Experience



Key Features

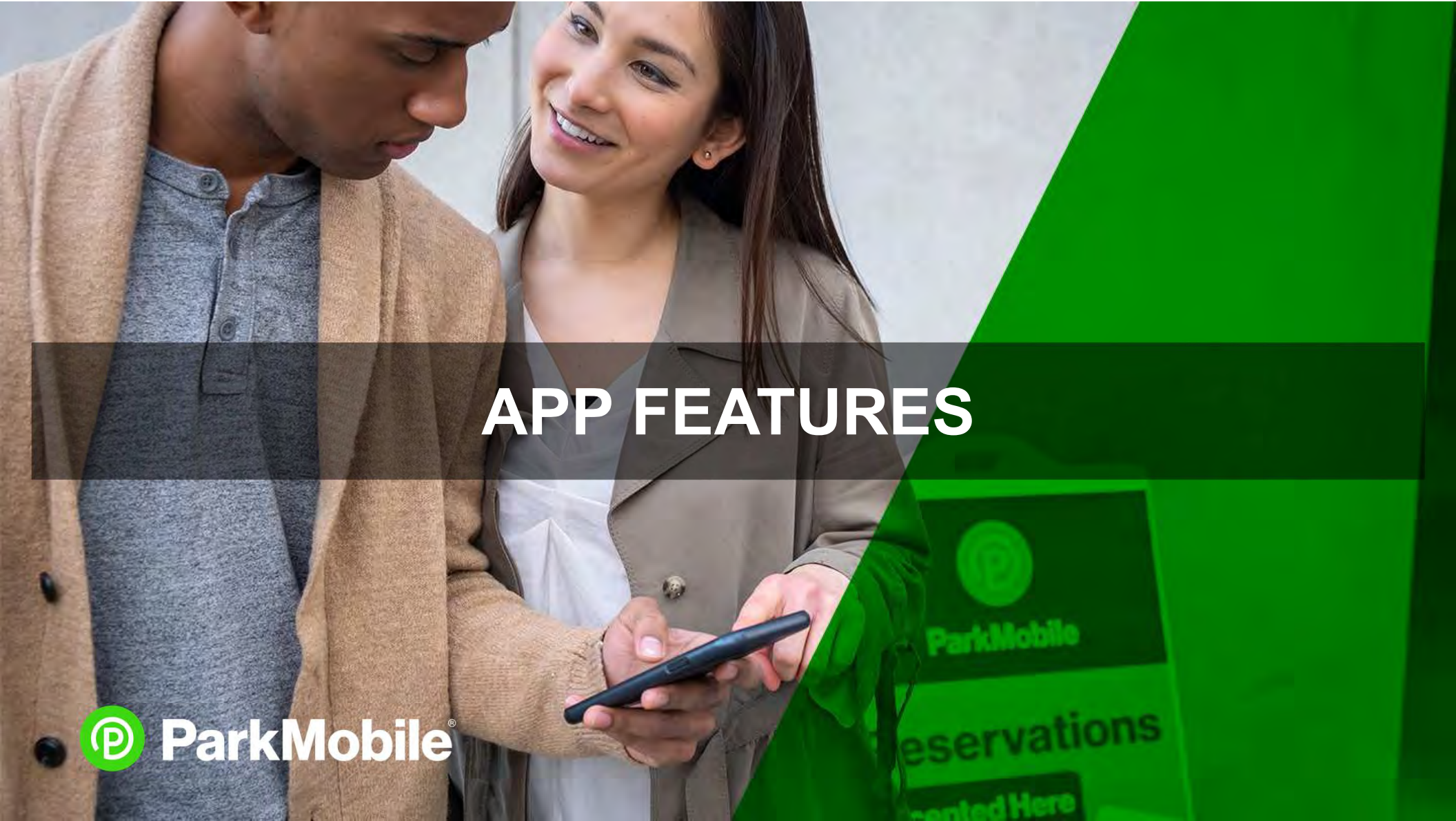
ParkMobile is integrated with **Google** to enable **parking payments through the GPay app on Android and iOS** and mobile web experience.

User can complete a parking **transaction without leaving the Google experience** by leveraging the ParkMobile infrastructure.

Customers can use their stored payment info with Google to easily pay for parking. The same ParkMobile purchasing experience embedded in a micro-app.

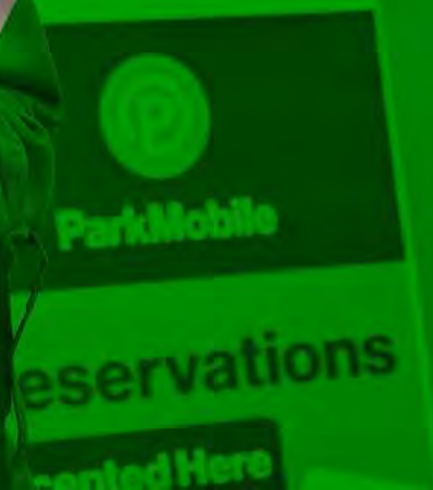
Works with all of your enforcement, reporting, and integrations – no action required!

Opportunity for ParkMobile to **expose client parking inventory to a market of over 140 million handsets** in the U.S.



APP FEATURES

 **ParkMobile**[®]

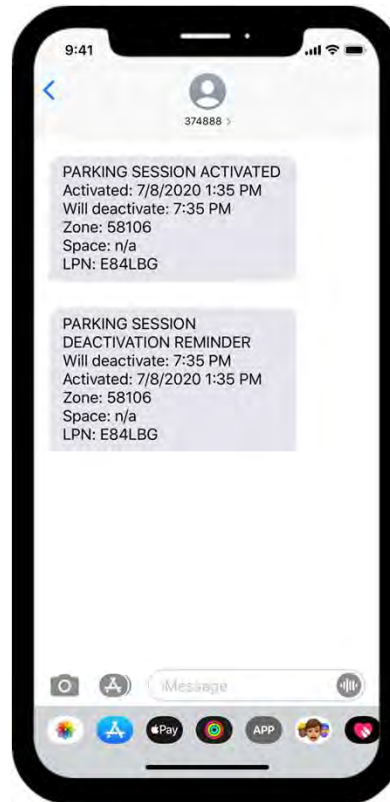


Parking Expiration Notifications Reminder

Email



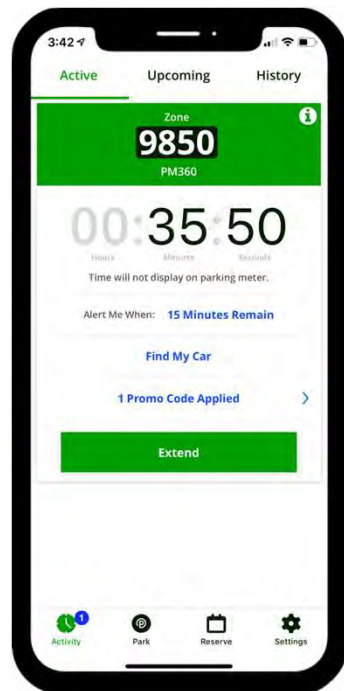
SMS Text



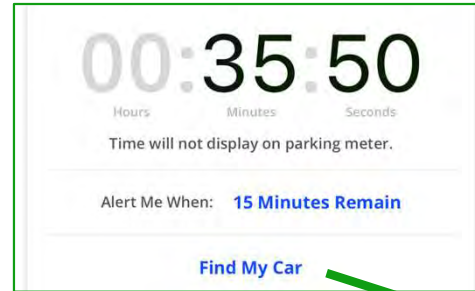
In-App Notifications



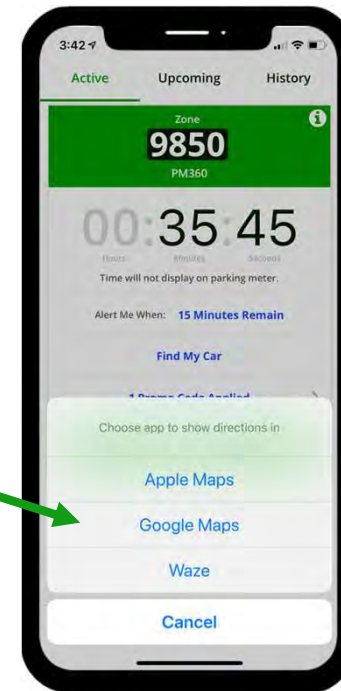
'Find My Car' Offers Walking Directions Back to Parked Vehicle



Active Parking Session

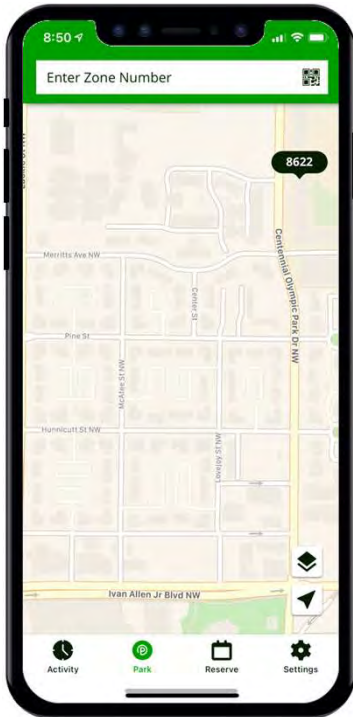


Find My Car

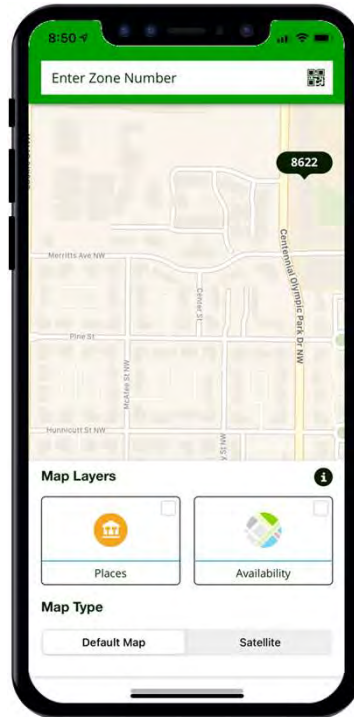


Get Walking Directions back to Car

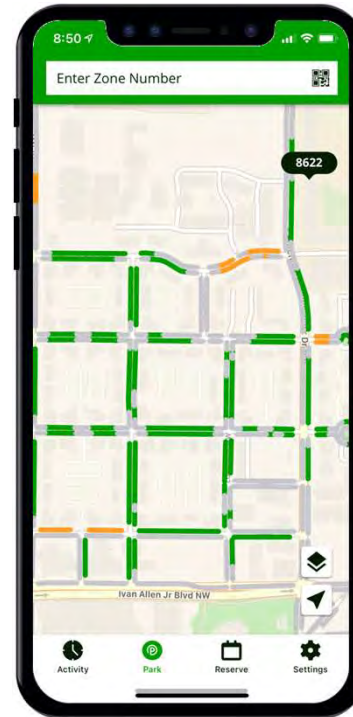
ParkMobile Parking Availability



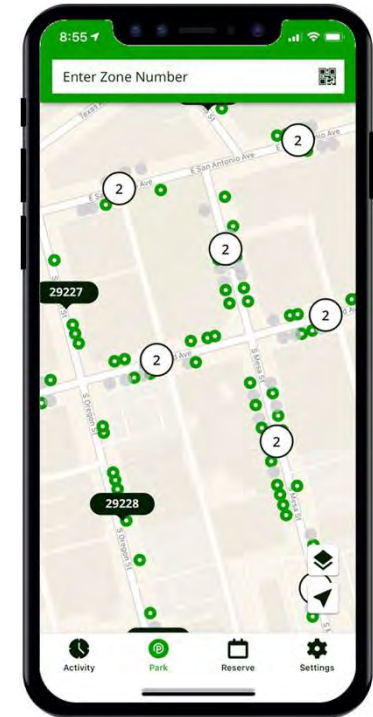
Default with Parking Availability Turn Off



Map Layer Settings to Turn on Parking Availability & Places



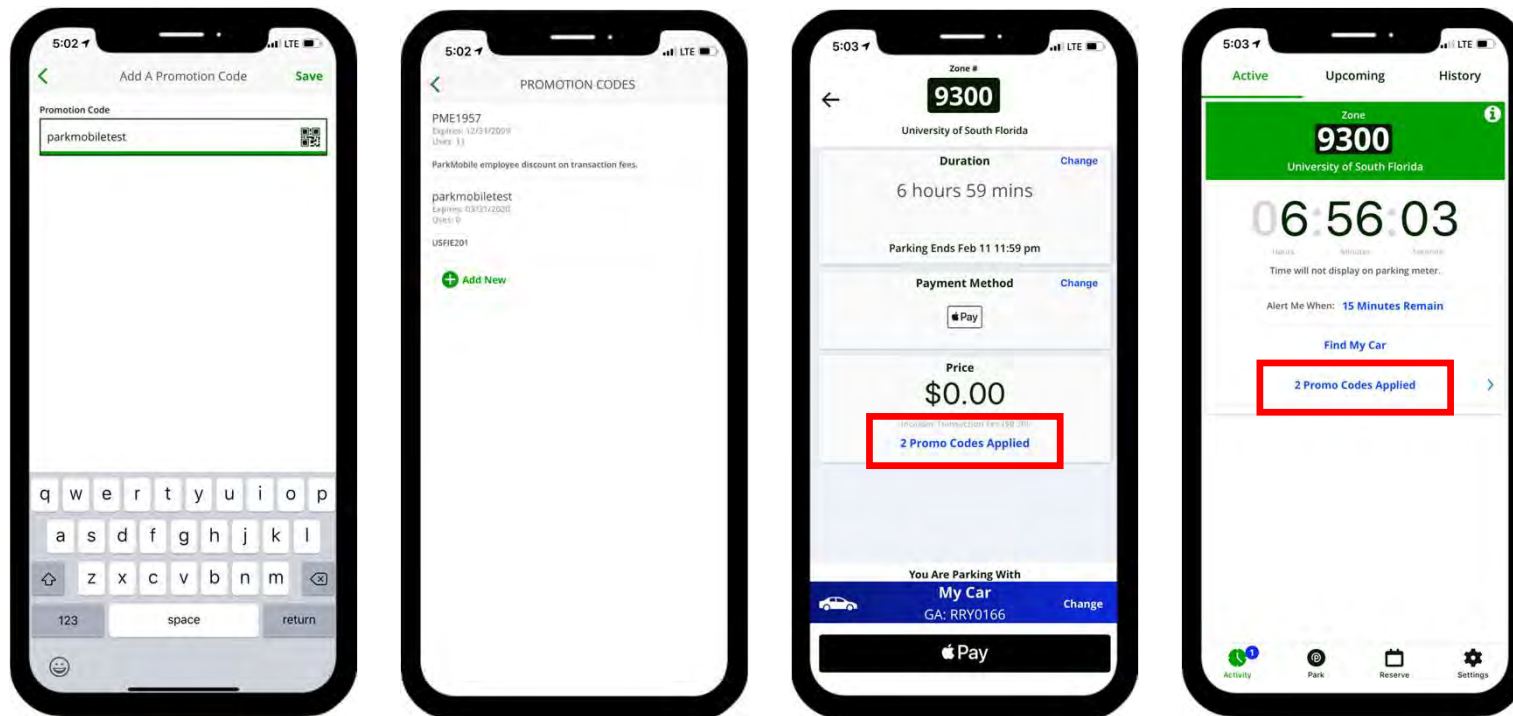
Map with Parking Availability Enabled



Map with CivicSmart Parking Availability

Seamless Promo Codes and Validations

With ParkMobile, merchants that operate within your parking location can easily purchase validation codes that offer their customers discounted parking sessions when paying through the app.

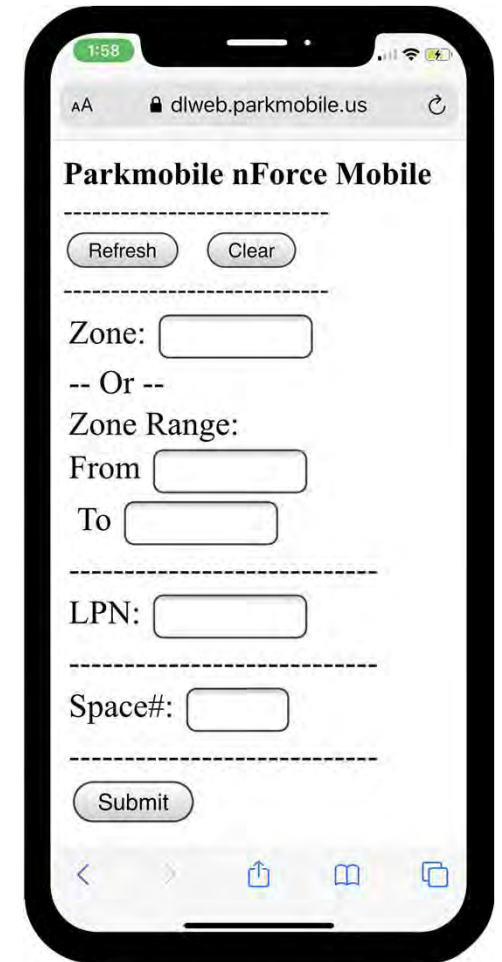


Enforcement with ParkMobile nForce

ParkMobile nForce enables your enforcement team to check that the vehicles parked on-street or in lots have paid for parking. Your enforcement team can use this solution in the field to verify parking payment prior to issuing a citation or other penalty.

ParkMobile nForce can be accessed via any internet-enabled mobile device. It will show all active ParkMobile parking sessions in real-time.

If you use another enforcement solution that integrates with ParkMobile, you may not need access to ParkMobile nForce. In these cases, nForce serves as a backup for your primary enforcement solution.



How to Verify Vehicle Parking Payment

Once logged in to ParkMobile nForce, you have several search options to verify vehicle payment:

- 1 Zone:** This will show you all the vehicles that have paid to park in a specific zone.
- 2 Zone Range:** This will show you all the vehicles that have paid to park across multiple zones.
- 3 License Plate Number (LPN):** This will show you if a vehicle with a specific license plate number has paid for parking.
- 4 Space Number:** For pay by space locations, this will show you if a vehicle has paid for parking in a specific space. Note, you will also need to enter the zone number for the location in addition to the space number.

All of the data in ParkMobile nForce is generated in real-time so your enforcement team should always have the latest information on the active parking sessions in a location. Enforcement personnel should frequently refresh ParkMobile nForce to ensure the information is always up-to-date.

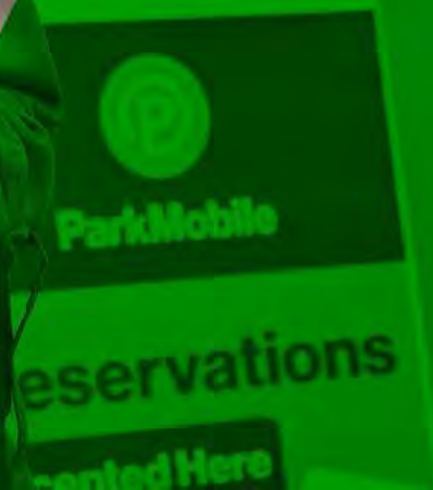
The screenshot shows the Parkmobile nForce Mobile app interface on a smartphone. The browser address bar displays 'dlweb.parkmobile.us'. The app title is 'Parkmobile nForce Mobile'. Below the title, there are 'Refresh' and 'Clear' buttons. The search options are as follows:

- Zone:** A text input field.
- Or --**
- Zone Range:** Two text input fields labeled 'From' and 'To'.
- LPN:** A text input field.
- Space#:** A text input field.

A 'Submit' button is located at the bottom of the form. The bottom of the screen shows the standard iOS navigation bar with back, forward, share, book, and copy icons.



INTEGRATIONS



Integrated to the Entire Mobility Ecosystem

- Integrated into 100+ different systems including:



Meter Integrations



(Flowbirdl)



(Digital Payment Technologies)

Enforcement Integrations

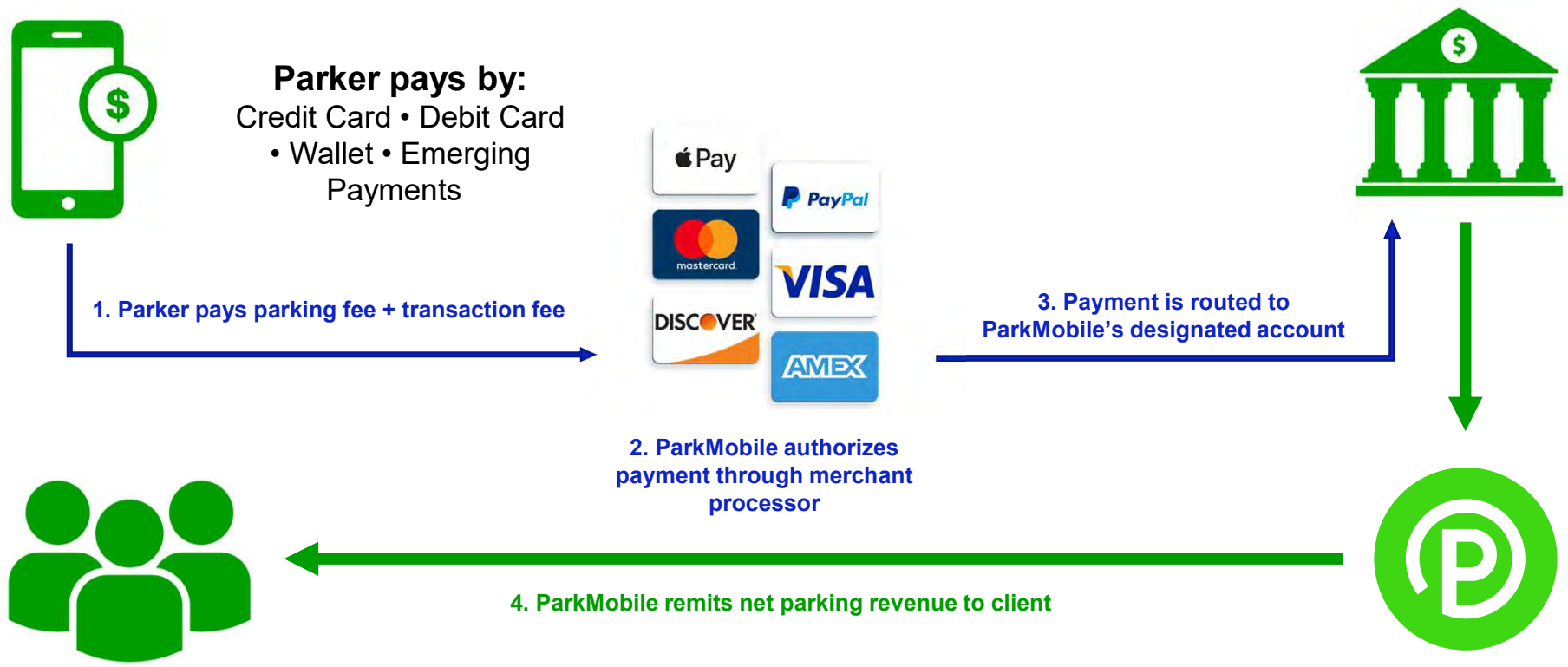




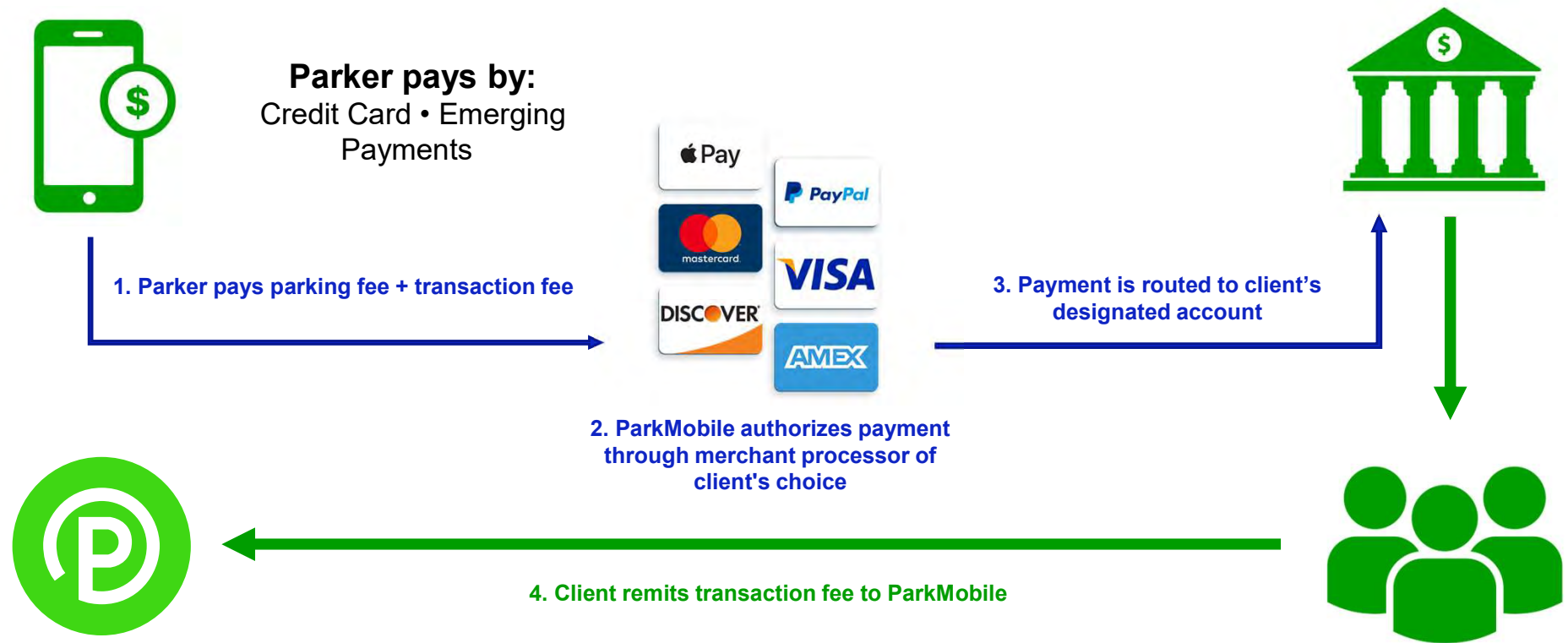
PAYMENT PROCESSING



Money Flow if ParkMobile is Merchant of Record



Money Flow if Client is Merchant of Record



Why Use ParkMobile for Payment Processing?



Easy Configuration



Cost Transparency



Merchant of Record Assistance



Information Protection



Reporting Features



Pre-Loaded Wallet Option

Payment Types Accepted by ParkMobile



A Smarter Way to Process Parking Payments

ParkMobile is the leading provider in parking payment solutions, processing over 8 million transactions every month. In fact, we process more transactions under \$10 than any other company in the U.S.

Current ParkMobile Payment Integrations



Structured, Secured, and Privacy Compliant

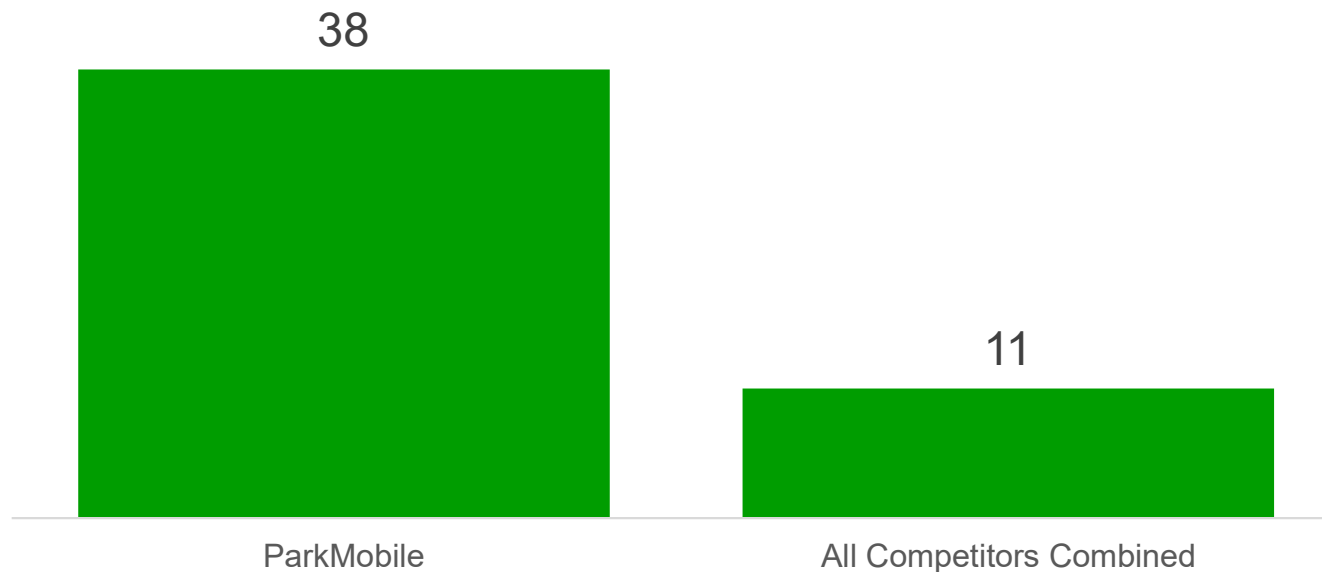
ParkMobile maintains the broadest certifications and highest levels of insurance coverage in the industry

- ✓ **SSAE 16** – Statements of Standards for Attestations Engagements
- ✓ **PCI DSS Level 1** – Payment Card Industry Data Security Standard
- ✓ **ISO 9001 2015** – Quality Management Certification
- ✓ Cyber Insurance of \$15,000,000+
- ✓ NCPA Approved
- ✓ Compliant with new privacy regulations - PIPEDA (Canada) and CCPA (California)



Commitment to Innovation and Improving the Customer Experience

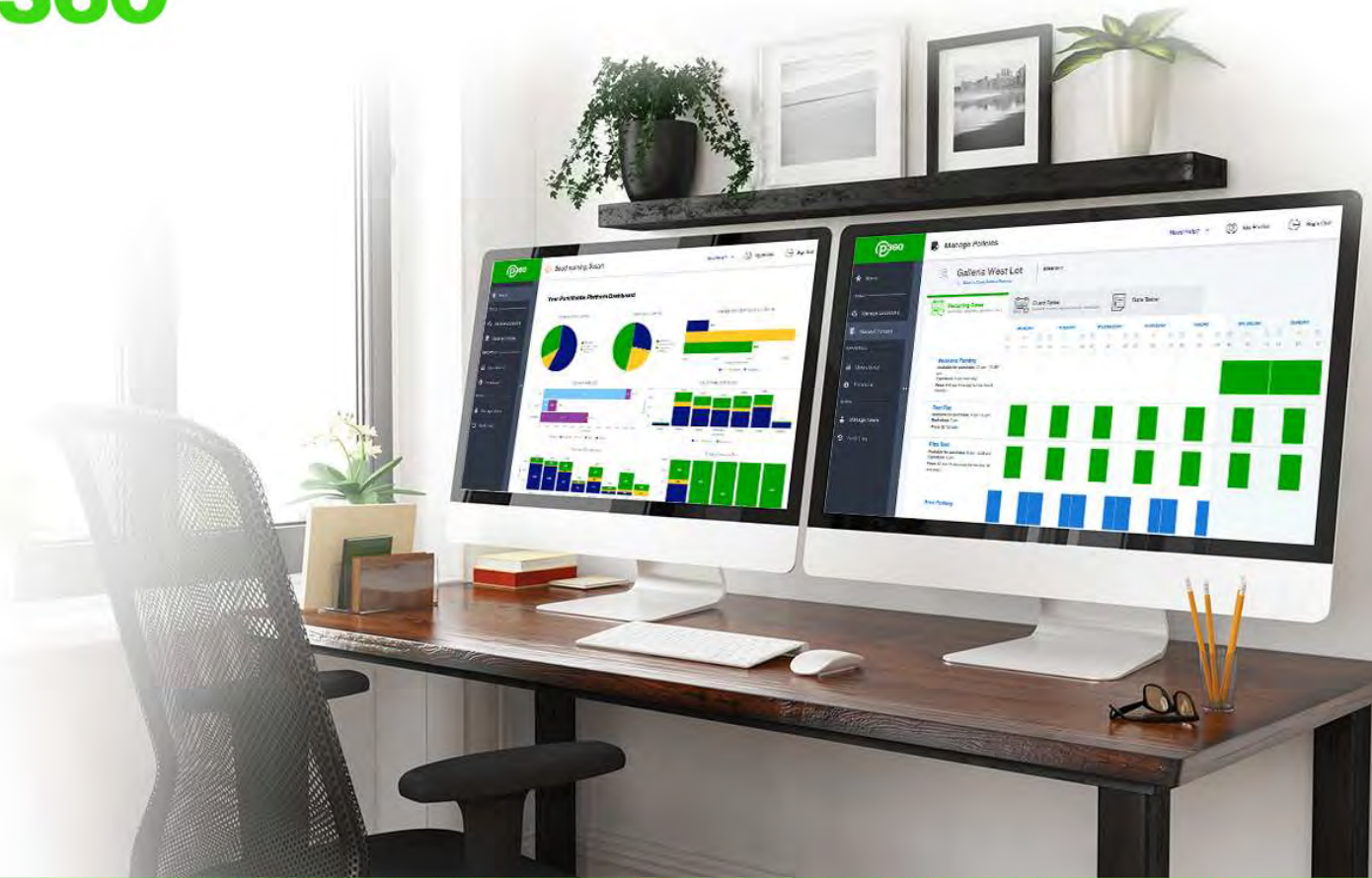
App Updates: 2018 - 2020



ParkMobile has updated the app over three times as much as all competitors put together.



ADMINISTRATION & ANALYTICS PORTAL



ParkMobile® 360

Centralize all the data and information from your parking technologies in one place.





Recurring Rates: Week View

The screenshot displays the 'Manage Policies' interface for 'Philly 201' in a week view. The interface includes a top navigation bar with 'Manage Policies', 'Need Help?', 'My Profile', and 'Sign Out'. Below the location name, there are tabs for 'Recurring Rates', 'Event Rates', 'Rate Tester', 'Rate Tester - Policy Service', and 'Advanced Policy Settings'. A 'CREATE RATE' button is visible in the top right. The main area shows a calendar grid for Monday through Sunday. Three recurring rate policies are listed on the left:

- Weekday:** Available for purchase: 6 am - 5:59 pm, Expiration: 6 pm, Price: \$1 per 1 hour(s) for the first 2 hour(s)...
- Weekend:** Available for purchase: 6 am - 4 pm, Expiration: 6 pm, Price: \$10 flat rate
- Street Cleaning:** Start time: 4 am, End time: 6 am

The calendar grid shows green blocks for Weekday and Weekend rates, orange vertical bars for Street Cleaning, and blue blocks for Free Parking. The days of the week are labeled at the top of the grid.

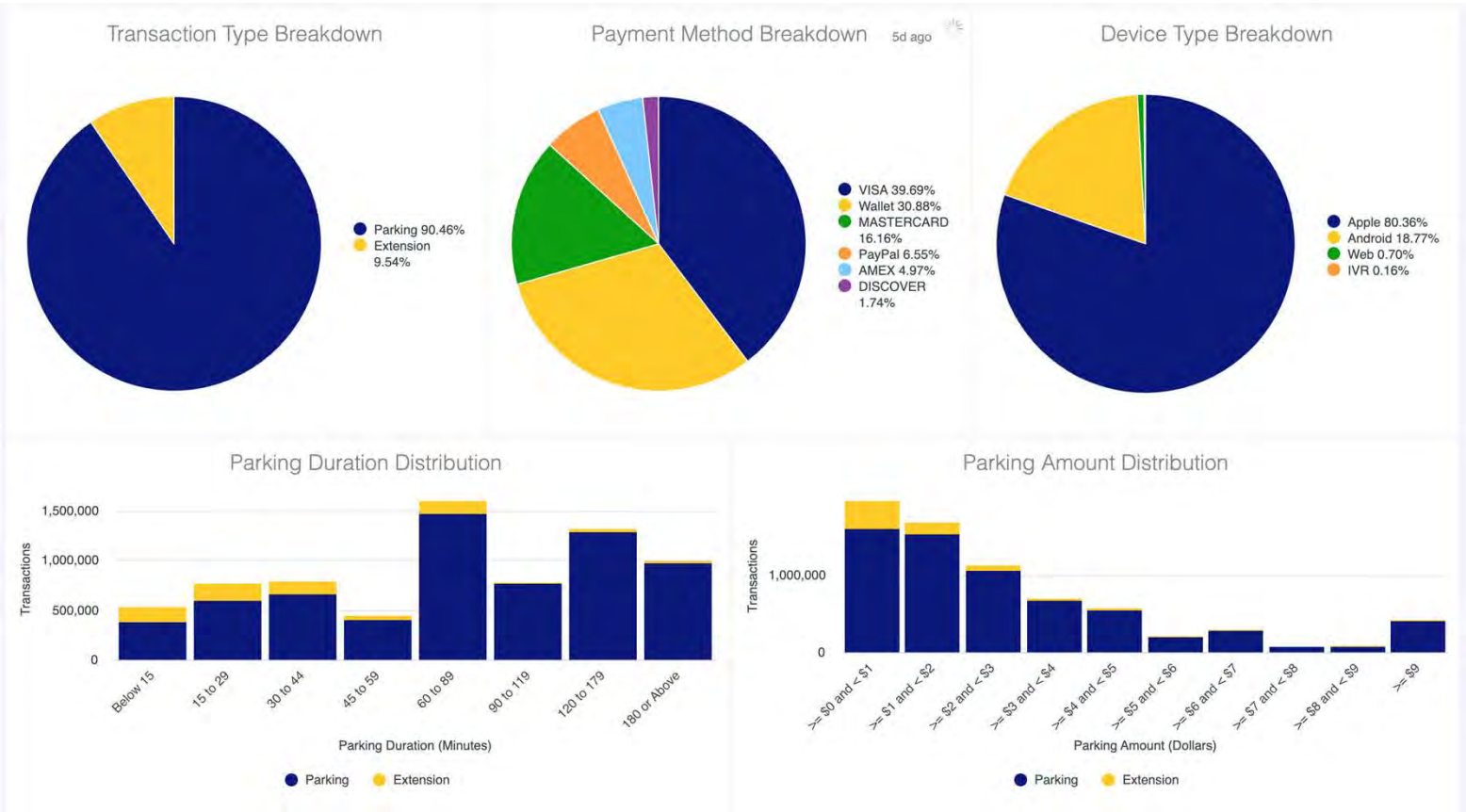


Performance Summary



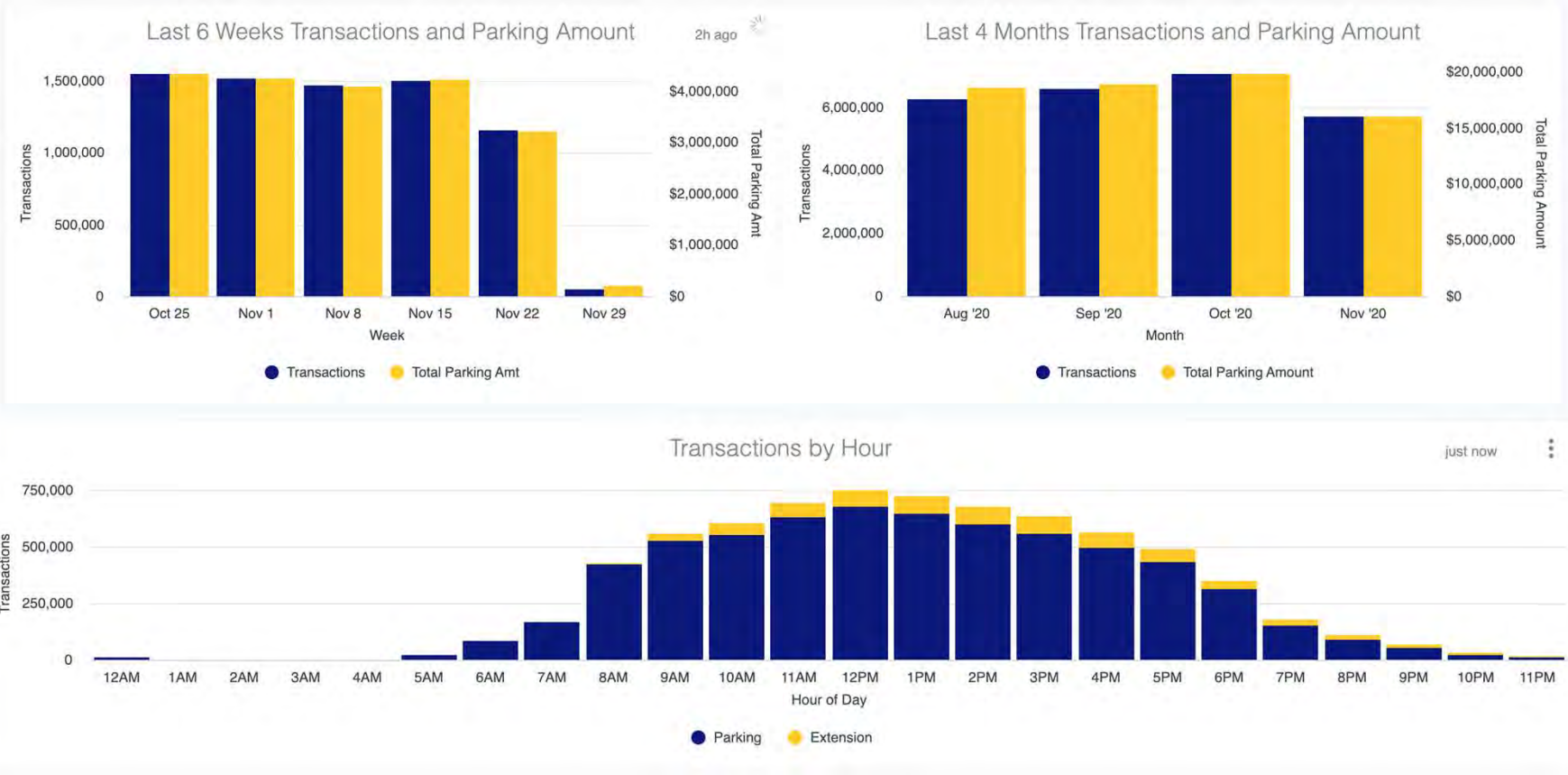


Velocity and Demand Trends





Drill Down: Months > Weeks > Hours



Customizable In-App Messages

Create New Message ✕

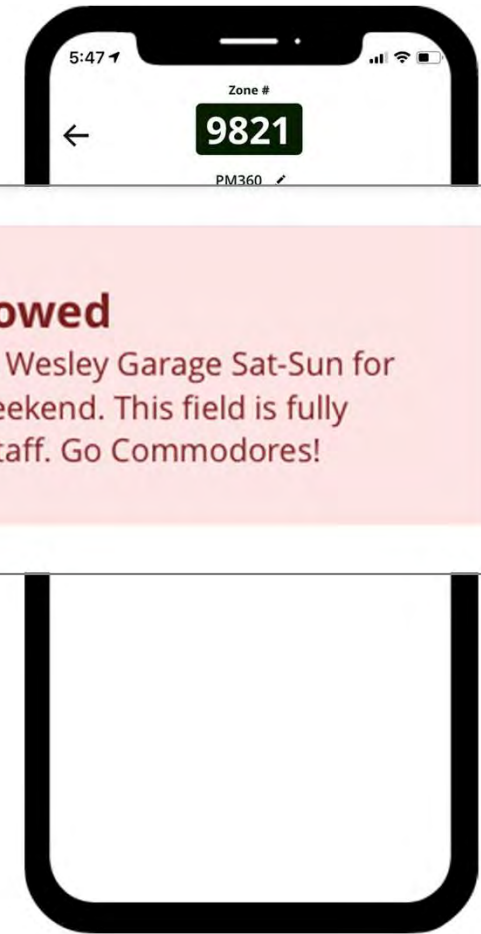
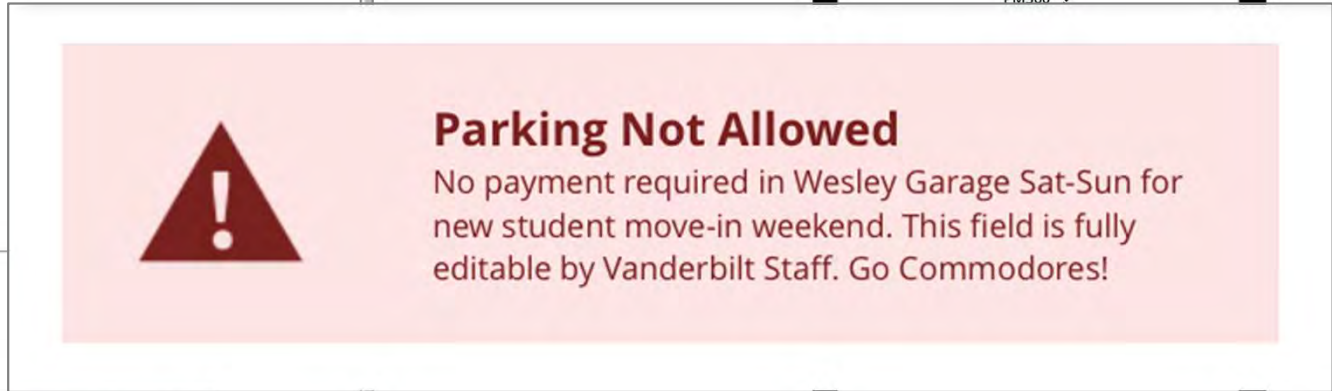
Message Name

Free Parking - Vanderbilt Fall Semester Move-in Day

Description (This is visible to customers.)

No payment required in Wesley Garage Sat-Sun for new student move-in weekend. This field is fully editable by Vanderbilt Staff. Go Commodores!

17 characters remaining

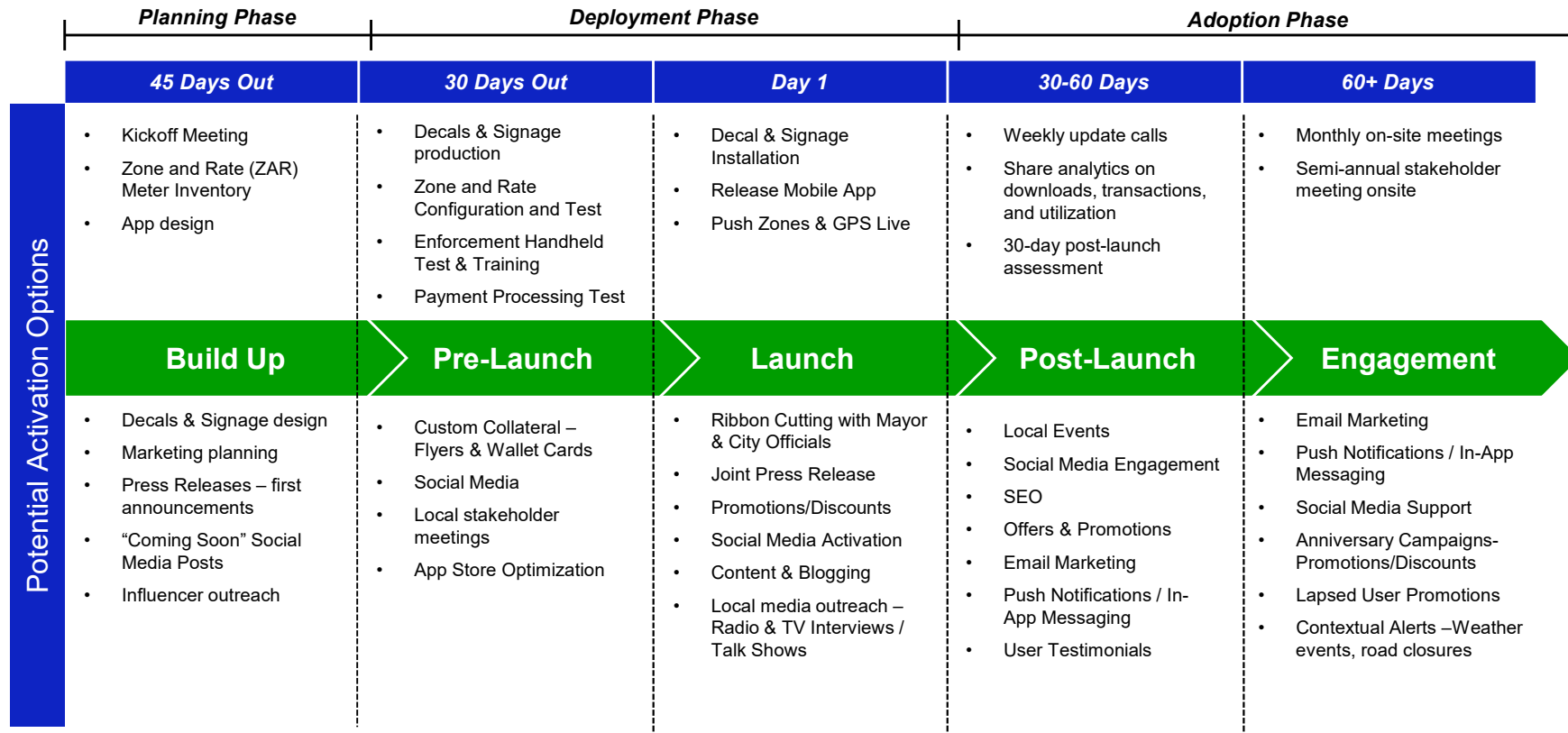




IMPLEMENTATION



Complete End-to-End Launch Plan



Activities Pre and Post Go Live = Success!

Pre Go Live

- Marketing
- Testing
 - ZAR Configuration
 - Meter/Handheld Integration
 - Merchant Account
- Training
 - Enforcement Tool
 - Judicial Portal
 - ParkMobile360

Go Live

- Signage and Stickers are installed
- Advertising and local press
- City website assets:
 - Videos, tutorials, download buttons
- GPS coordinates pushed live





SIGNAGE



What is Signage?

Signage includes permanent signs, stickers, and can even include temporary signage like A-frames. It includes any visualizations that help drive awareness and adoption of mobile payment as an option.

12x18 Sign



Rider to Place Under Existing Sign



Rider sticker to go below Multispace Meters (e.g. 8"x12")

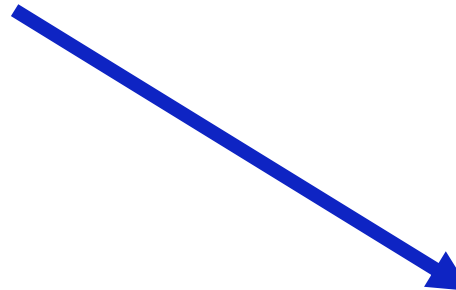


ParkMobile Standard Signage

12" x 18" Aluminum sign

Your Logo Goes Here

Please provide us with a high quality version to avoid pixilation. EPS or Vector formats are ideal.





Thank You





Worcester County Recreation & Parks

6030 Public Landing Road | Snow Hill MD 21863 | (410) 632-2144 | www.PlayMarylandsCoast.org

MEMORANDUM

TO: Weston S. Young, Chief Administrative Officer
Candace Savage, Deputy Chief Administrative Officer

FROM: Kelly Rados, Director of Recreation & Parks

DATE: February 28, 2023

SUBJECT: Worcester County Boat Landing – Special Use Permit/Commercial Use

Worcester County Recreation and Parks has revised the Special Use Permit proposal based on the comments and feedback from the February 7, 2023 Commissioners Meeting. We have put together an updated Special Permit application for your review, and have addressed the concerns on outlining dates for commercial usage and prohibiting annual applications.

Our Department is proposing that Commercial activities should be permitted at our public boat ramps, as long as it is in-line with the State of Maryland DNR conditions, and is following all other county policies. In speaking with DNR representative, they do not see any issues with letting a boat use a county ramp for commercial use as long as it follows certain conditions/criteria:

- The commercial use does not create a conflict with the general boating public
- The commercial use does not interfere with the recreational boaters needs
- The commercial use does not have the potential to cause damage to the ramp and facility

Attached, you will find the proposed Special Use Permit application for your review. This application outlines the conditions and would request information on the specifics of their commercial use, including **up to 5 specific dates**, times, etc. along with their boat and commercial information. Applicants will only be allowed to submit **5 applications per calendar year**. Each application must be submitted with a **\$50 non-refundable payment** to cover administrative costs.

We are requesting permission that these applications be submitted to the Recreation & Parks Department. Each application will be brought before the Commissioners for approval within 30 days of submission. Commercial users that are approved, will receive a copy of their approved application, along with any stipulations or constraints. We request that our Department be given the power to terminate any permit if the user is found in violation of any policies.

A permit fee can also be charged for applications that have been approved. This amount will need to be established and approved by the Commissioners. This fee would be in addition to the original application fee.

If approved current County Government Code will need to be adjusted to reflect this policy.

Attachments: Maryland DNR letter of support
Proposed Boat Landing Special Use Permit application

cc: Jacob Stephens, Parks Superintendent



Larry Hogan, Governor
Boyd Rutherford, Lt. Governor
Jeannie Haddaway-Riccio, Secretary
Allan Fisher, Deputy Secretary

June 29, 2022

Jacob Stephens
Worcester County Parks Superintendent
6030 Public Landing Road
Snow Hill, MD 21863

RE: Commercial Use at Worcester County Public Landings

Dear Mr. Stephens,

Thank you for reaching out to the Department of Natural Resources for our opinion regarding commercial vessels utilizing the Worcester County Public Landings that were improved in whole or in part with Federal Sportfish Restoration Boating Access Grants and/or state Waterway Improvement Fund Grants.

To be eligible for either funding source and to comply with the terms of existing grant agreements, our department's policy is that commercial use of a facility is permissible under the following conditions:

- if the commercial use does not create a conflict with the general boating public
- if the commercial use does not interfere with the recreational boaters needs
- if the commercial use does not have the potential to cause damage to the ramp and facility

The public boating access facilities funded by the federal and state grant sources that the Department manages, are primarily for recreational boaters who are the principal contributors to these funds and are the intended beneficiaries of the investments in these facilities. Secondary uses by other user groups, including commercial use, would be allowable as long as interference and/or wear and tear on the funded boating facilities are not an issue.

The Department of Natural Resources appreciates Worcester County's continued efforts to maintain and improve public boating access in Maryland. Please don't hesitate to contact me if you have any additional questions.

Sincerely,

Sandi Pepe
Regional Administrator
Waterway Improvement and Infrastructure

cc: Kelly Rados, Director, Worcester County Recreation and Parks
Carla Fleming, Director, DNR Waterway Improvement and Infrastructure

Special Use Permit Application for Worcester County Boat Ramps:

Worcester County owns and operates nine boat ramps throughout the county to provide safe and adequate water access for recreational use. In order to keep these facilities in adequate condition, commercial users may only use the facilities if this application is filled out in entirety and approved by the county. All completed applications must be sent by mail, or hand delivered to 6030 Public Landing Road, Snow Hill MD. 21863. All applications will be submitted to the County Commissioners for review within 30 days.

For more information please contact Parks Superintendent Jacob Stephens at 410-632-2144 x2521 or jstephens@marylandscoast.org

Commercial use will only be considered under the following conditions:

- If the commercial use does not create a conflict with the general boating public
- If the commercial use does not interfere with the recreational boaters needs
- If the commercial use does not have the potential to cause damage to the ramp and facility.

Important Notes:

1. Permitted commercial users must not interfere with any recreational use. Recreational use takes priority over commercial activities.
2. If damage is caused by a commercial user, damage of the facility will be repaired at the expense of the user. Damage should be reported immediately to the Worcester County Recreation and Parks Department.
3. If the parking lot is striped, the user must park in a parking spot that does not interfere with use of the facility.
4. Gear, crab pots, nets, lumber, etc. must not be stored at the facility. Launching and loading of watercraft only.
5. No overnight parking of vehicles, trailers or boats.
6. All special use permits are valid for only the days applied for.
7. All commercial users must obey all county laws and policies at all times.
8. Applicants may request up to 5 days per application.
9. Applicants may submit up to 5 applications per year. Each application must be submitted with a \$50 non-refundable payment for administrative expenses.

WORCESTER COUNTY BOAT RAMPS:

Cedar Hall Wharf	38°00'31.3"N 75°37'14.3"W
George Island Landing	38°02'28.4"N 75°21'40.5"W
Gum Point Landing	38°21'23.0"N 75°09'38.6"W
Mason Landing	38°14'14.6"N 75°15'25.5"W
Public Landing	38°09'04.0"N 75°17'10.0"W
Shell Mill	38°25'26.9"N 75°11'15.9"W
South Point	38°12'59.8"N 75°11'27.1"W
Taylor's Landing	38°04'35.2"N 75°21'52.4"W
West Ocean City Harbor	38°19'39.3"N 75°06'25.6"W



Worcester County Recreation & Parks
6030 Public Landing Road | Snow Hill MD 21863 | (410) 632-2144 | www.PlayMarylandsCoast.org

ITEM 22

Special Use Permit Application for Worcester County Boat Ramps:

Boat Ramp Location Name: _____ Dates Requested: ____/____/____

Explanation of Intended Use or Activity Being Performed:

____/____/____
____/____/____
____/____/____
____/____/____

Print Your Name: _____

Business Name: _____

Address: _____

Telephone Number(s): (Cell) _____ (Home): _____

Email Address: _____

Vehicle Make: _____ Model: _____ License Plate No.: _____

Boat Make: _____ Model: _____ Hull ID No.: _____

Length: _____ Width: _____

Signature: _____ Date: ____/____/____

Number of applications submitted this calendar year: 1 2 3 4 5

EMERGENCY CONTACT (Should be available 24 hrs) Contact Phone Number: _____

Contact Name: _____

Additional Notes:

OFFICE USE ONLY

Print Name: _____

Signature: _____

Date Approved: ____/____/____

TEL: 410-632-1194
 FAX: 410-632-3131
 WEB: www.co.worcester.md.us



COMMISSIONERS
 Anthony W. Bertino, Jr., PRESIDENT
 Madison J. Bunting, Jr., VICE PRESIDENT
 Caryn Abbott
 Theodore J. Elder
 Eric J. Fiori
 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

WESTON S. YOUNG, P.E.
 CHIEF ADMINISTRATIVE OFFICER
 CANDACE I. SAVAGE
 DEPUTY ADMINISTRATIVE OFFICER
 ROSCOE R. LESLIE
 COUNTY ATTORNEY

February 27, 2023

TO: Worcester County Commissioners
 FROM: Karen Hammer, Administrative Assistant V
 SUBJECT: Upcoming Board Appointments - Terms Beginning January 1, 2023

Attached, please find copies of the Board Summary sheets for all County Boards or Commissions (11), which have current or upcoming vacancies (26).

President Bertino – You have Two (2) positions open:

- George Solyak – Term Ending – Agricultural Reconciliation Bd.
- J.T. Novak – Term Ending – Bd. Of Electrical Examiners

Commissioner Purnell – You have fulfilled all board positions, Thank you!

Commissioner Bunting - You have Two (2) positions open:

- David Deutsch - Term Ending - Dec. 21- Ethics Board.
- Susan Childs – Resigned – April, 2022 – Commission For Women

Commissioner Abbott - You have fulfilled all board positions, Thank you!

Commissioner Mitrecic - You have One (1) position open:

- Jake Mitrecic – Resigned – Housing Review Bd.

Commissioner Elder - You have Two (2) positions open:

- George Dix – Term Ending – Solid Waste Advisory Bd.
- Hope Carmean – Tenure Expires – Commission For Women - Not a Reappointment

Commissioner Fiori - You have Eight (8) positions open:

- Martin Kwesko - Term Ended - Dec. 21-Water & Sewer Advisory Council, Mystic Harbour
- Matthew Kraeuter - Term Ended - Dec. 21-Water & Sewer Advisory Council, Mystic Harbour
- Joseph Weitzell – passed - Water & Sewer Advisory Council, Mystic Harbour
- Richard Jendrek- passed- Water & Sewer Advisory Council, Mystic Harbour
- Bruce Burns -passed- Water & Sewer Advisory Council, Mystic Harbour
- Keith Swanton -Term Ended-Dec. 21- Water & Sewer Advisory Council, West Ocean City
- Elizabeth Rodier -Term Ending-Dec. 21- Commission for Women- Not a Reappointment
- Mary “Liz” Mumford -Tenure Expired -Dec. 21- Commission for Women- Not a Reappointment

All Commissioners:

- **(5)-Adult Public Guardianship Board-** (1) Vacancy/Resignation- Dr. Kenneth Widra - Psychiatrist – (4) Term Endings – Dr. Greer, Mr. Collins, Ms. Howard and Ms. Wessels.
- **(1) -Drug and Alcohol Abuse Council - 4 Positions – (1)** (Passing of Dr. Cragway, Jr),
- **(2) - Local Development Council For the Ocean Downs Casino-4 yr.-**
Mark Wittmyer At-Large, David Massey (At-Large-Business O.P.),
- **(5) - Water and Sewer Advisory Council - Mystic Harbour (3)** (Passing of Richard Jendrek, Bruce Burns and Joseph Weitzell) **(2)**-Term Ended -Martin Kwesko and Matthew Kraeuter
- **(1)- Water and Sewer Advisory Council- West Ocean City-**(1) Term Ended-Dec. 21 - Keith Swanton
- **(7) - Commission for Women- (3) Resigned** -Elizabeth Rodier, (Fiori) not a reappointment resignation of Susan Childs (Bunting) and the resignation of Kris Heiser
(2) Term Ending- Coleen Colson (DSS), and Windy Phillips (Bd. Of Ed.)
(2) Tenure Ending - Mary Mumford (At-Large) and Hope Carmean (Elder)

Pending Board Appointments - By Commissioner

District 1 – Abbott Thank You, all of your boards are complete.

District 2 -Purnell Thank You, all of your boards are complete.

District 3 – Fiori

- p.14 Martin Kwesko - Term Ending - Dec. 21-Water & Sewer Adv. Mystic Harbor
- p.14 Matthew Kraeuter - Term Ending - Dec. 21-Water & Sewer Adv. Mystic Harbor
- p.14 Joseph Weitzell – passed - Water & Sewer Advisory Council, Mystic Harbor
- p.14 Richard Jendrek- passed- Water & Sewer Advisory Council, Mystic Harbor
- p. 14 Bruce Bums -passed- Water & Sewer Advisory Council, Mystic Harbor
- p. 15 Keith Swanton -Term Ended- Water & Sewer Adv., West Ocean City
- p. 16 Elizabeth Rodier -Term Ended- Commission for Women
- p. 16 Mary “Liz” Mumford -Term Ended- Commission for Women

District 4 -Elder

- p.13 George Dix – Term Ended – Solid Waste Adv. Bd.
- p.16 Hope Carmean – Term Ended – Comm. For Women

District 5 – Bertino

- p.6 George Solyak – Term Ending – Ag. Reconciliation Bd.
- p.9 J. T. Novak – Term Ending – Bd. Of Electrical Examiners

District 6- Bunting

- p. 10 David Deutsch– Ethics Board
- p. 16 Susan Childs - resigned– Commission For Women

District 7-Mitrecic p.11 Jake Mitrecic – Resigned – Housing Review Bd.

All Commissioners:

p. 4- (5)-Adult Public Guardianship Board- (1) Vacancy/Resignation- Dr. Kenneth Widra - Psychiatrist – (4) Term Endings – Dr. Greer, Mr. Collins, Ms. Howard and Ms. Wessels.

p. 7 - (1) -Drug and Alcohol Abuse Council – (1) (Passing of Dr. Cragway, Jr),

p. 12 - (2) - Local Development Council For the Ocean Downs Casino-4 yr.-
Mark Wittmyer At-Large, David Massey (At-Large-Business O.P.)

p. 14 - (5) - Water and Sewer Advisory Council - Mystic Harbour (Passing of Richard Jendrek, Bruce Burns and Joseph Weitzell) (1)-Term Endings - Martin Kwesko and Matthew Kraeuter.

p. 15- (1)- Water and Sewer Advisory Council-West Ocean City- -Keith Swanton

p. 16 - (7) - Commission for Women (3) Resigned -Elizabeth Rodier, (Fiori)
Resignation of Susan Childs (Bunting) and the resignation of Kris Heiser.

(2) Term Ending- Coleen Colson (DSS), and Windy Phillips (Bd. Of Ed.)

(2) Tenure Ending - Mary Mumford (At-Large) and Hope Carmean (Elder)

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:

<u>Member's Name</u>	<u>Representing</u>	<u>Years of Term(s)</u>
Dr. Kenneth Widra	Psychiatrist	18-21
Dr. William Greer	Physician	07-10-13-16-19, 19-22
Richard Collins	Lawyer	95-98-01-04-07-10-13-16 -19-22
Nancy Howard	Lay Person	*17-19, 19-22
Connie Wessels	Lay Person	*15-16-19, 19-22
Brandy Trader	Non-profit Soc. Service Rep.	*15-17, 17-20, 20-23
LuAnn Siler	Commission on Aging Rep.	17-20, 20-23
Jack Ferry	Professional in field of disabilities	*14-14-17-20, 20-23
Thomas Donoway	Person with physical disability	17-20, 20-23
Roberta Baldwin	Local Dept. Rep. - Social Services	03-06-09-12-15-18-21-24
Melissa Banks	Public Health Nurse	*02-03-06-09-12-15-18-21-24

* = Appointed to fill an unexpired term

ADULT PUBLIC GUARDIANSHIP BOARD
(Continued)

Prior Members:

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 FloryBarbara 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)

Since 1972

Pattie Tingle (15-16)
The Rev. Guy H. Butler
(99-17)Debbie Ritter (07-17)
Dean Perdue (08-17)
Dr. Dia Arpon *(10-18)

* = Appointed to fill an unexpired term

Reference: Public Local Law § ZS 1-346 (Right to Farm Law)

Appointed by: County Commissioners

Function: Regulatory
 Mediate and arbitrate disputes involving agricultural or forestry operations conducted on agricultural lands and issue opinions on whether such agricultural or forestry operations are conducted in a manner consistent with generally accepted agricultural or forestry practices and to issue orders and resolve disputes and complaints brought under the Worcester County Right to Farm Law.

Number/Term: 5 Members/4-Year Terms - Terms expire December 31st

Compensation: None - Expense Reimbursement as provided by County Commissioners

Meetings: At least one time per year, more frequently as necessary

Special Provisions: - All members must be County residents
 - Two Members chosen from nominees of Worcester County Farm Bureau
 - One Member chosen from nominees of Worcester County Forestry Board
 - Not less than 2 but not more than 3 members shall be engaged in the agricultural or forestry industries (**At-Large members - non-ag/forestry**)

Staff Contact: Dept. of Development Review & Permitting
 - Jennifer Keener (410-632-1200)
 County Agricultural Extension Agent - As Consultant to the Board
 - Doug Jones, District Manager, Resource Conservation District - (632-3109, x112)

Current Members:

<u>Member's Name</u>	<u>Nominated By</u>	<u>Ag/Forest Industry</u>	<u>Resides</u>	<u>Years of Term(s)</u>
George Solyak	At-Large	No	Ocean Pines	18-22
Stacey Esham	Forestry Bd.	Yes	Berlin	12-16-20, 20-24
Brooks Clayville	Farm Bureau	Yes	Snow Hill	00-04-08-12-16-20, 20-24
Dean Ennis	Farm Bureau	Yes	Pocomoke	06-10-14-18-22-26
Tom Babcock	At-Large	No	Whaleyville	14-18-22-26

Prior Members: Since 2000

- Michael Beauchamp (00-06)
- Phyllis Davis (00-09)
- Richard G. Holland, Sr. (00-12)
- Rosalie Smith (00-14)
- Betty McDermott *(09-17)

* = Initial terms staggered

Reference: PGL Health-General, Section 8-1001

Appointed by: County Commissioners

Functions: Advisory
Develop and implement a plan for meeting the needs of the general public and the criminal justice system for alcohol and drug abuse evaluation, prevention and treatment services.

Number/Term: At least 18 - At least 7 At-Large, and 11 ex-officio (also several non-voting members)
At-Large members serve 4-year terms; Terms expire December 31

Compensation: None

Meetings: As Necessary

Special Provisions: Former Alcohol and Other Drugs Task Force was converted to Drug and Alcohol Abuse Council on October 5, 2004.

Staff Contact: Regina Mason, Council Secretary, Health Department (410-632-1100)
Doug Dods, Council Chair, Sheriff's Office (410-632-1111)

Current Members:

<u>Name</u>	<u>Representing</u> <u>At-Large Members</u>	<u>Years of Term(s)</u>
Jaclyn Sturgis	Knowledgeable on Substance Abuse Issues	*22-23
Jim Freeman, Jr.	Knowledgeable on Substance Abuse Issues	04-11-15, 15-19, 19-23
Mimi Dean	Substance Abuse Prevention Provider	*18-19, 19-23
Kim Moses	Knowledgeable on Substance Abuse Issues	08-12-16-20, 20-24
Dr. Roy W. Cragway, Jr.	Knowledgeable on Substance Abuse Issues	*17-20, 20-24
Rev. James Jones	Knowledge of Substance Abuse Issues	*21-25
Tina Simmons	Knowledge of Substance Abuse Treatment	21-25
Eric Gray (Christina Purcell)	Substance Abuse Treatment Provider	*15-18-22-26
Sue Abell-Rodden	Recipient of Addictions Treatment Services	10-14-18-22-26
Colonel Doug Dods	Knowledgeable on Substance Abuse Issues	04-10 (adv)-14-18-22-26

Ex-Officio Members

Rebecca Jones	Health Officer	Ex-Officio, Indefinite
Roberta Baldwin	Social Services Director	Ex-Officio, Indefinite
Spencer Lee Tracy, Jr.	Juvenile Services, Regional Director	Ex-Officio, Indefinite
Trudy Brown	Parole & Probation, Regional Director	Ex-Officio, Indefinite
Kris Heiser	State's Attorney	Ex-Officio, Indefinite
Burton Anderson	District Public Defender	Ex-Officio, Indefinite
Sheriff Matt Crisafulli	County Sheriff	Ex-Officio, Indefinite
William Gordy (Eloise Henry Gordy)	Board of Education President	Ex-Officio, Indefinite
Diana Purnell	County Commissioners	Ex-Officio, Indefinite
Judge Brian Shockley (Jen Bauman)	Circuit Court Administrative Judge	Ex-Officio, Indefinite
Judge Gerald Purnell (Tracy Simpson)	District Court Administrative Judge	Ex-Officio, Indefinite
Donna Bounds	Warden, Worcester County Jail	Ex-Officio, Indefinite

* Appointed to a partial term for proper staggering, or to fill a vacant term

Advisory Members

Lt. Earl W. Starner	Maryland State Police	Since 2004
Charles "Buddy" Jenkins	Business Community - Jolly Roger Amusements	
Chief Ross Buzzuro (Lt. Rick Moreck)	Ocean City Police Dept.	
Leslie Brown	Hudson Health Services, Inc.	
James Mcquire, P.D.	Health Care Professional - Pharmacist	Since 2018
Shane Ferguson	Wor-Wic Community College Rep.	Since 2018
Jessica Sexauer, Director	Local Behavioral Health Authority	Since 2018

Prior Members:

Since 2004

Vince Gisriel	Peter Buesgens
Michael McDermott	Aaron Dale
Marion Butler, Jr.	Garry Mumford
Judge Richard Bloxom	Sharon Smith
Paula Erdie	Jennifer Standish
Tom Cetola	Karen Johnson (14-17)
Gary James (04-08)	Rev. Bill Sterling (13-17)
Vickie Wrenn	Kat Gunby (16-18)
Deborah Winder	William McDermott
Garry Mumford	Sheriff Reggie Mason
Judge Theodore Eschenburg	Colleen Wareing (*06-19)
Andrea Hamilton	Rev. Matthew D'Amario(*18-21)
Fannie Birkhead	Donna Nordstron *(19-21)
Sharon DeMar Reilly	Jennifer LaMade (*12-22)
Lisa Gebhardt	
Jenna Miller	
Dick Stegmaier	
Paul Ford	
Megan Griffiths	
Ed Barber	
Eloise Henry-Gordy	
Lt. Lee Brumley	
Ptl. Noal Waters	
Ptl. Vicki Fisher	
Chief John Groncki	
Chief Arnold Downing	
Frank Pappas	
Captain William Harden	
Linda Busick (06-10)	
Sheriff Chuck Martin	
Joel Todd	
Diane Anderson (07-10)	
Joyce Baum (04-10)	
James Yost (08-10)	
Ira "Buck" Shockley (04-13)	
Teresa Fields (08-13)	
Frederick Grant (04-13)	
Doris Moxley (04-14)	
Commissioner Merrill Lockfaw	
Kelly Green (08-14)	
Sheila Warner - Juvenile Services	
Chief Bernadette DiPino - OCPD	
Chief Kirk Daugherty -SHPD	
Mike Shamburek - Hudson Health	
Shirleen Church - BOE	
Tracy Tilghman (14-15)	
Marty Pusey (04-15)	
Debbie Goeller	

* Appointed to a partial term for proper staggering, or to fill a vacant term

BOARD OF ELECTRICAL EXAMINERS

Reference: Public Local Law BR §2-203

Appointed by: County Commissioners

Function: Regulatory
Regulate licensing of electricians in Worcester County.

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

Compensation: \$100 meeting for expenses (as determined by County Commissioners)

Meetings: As Needed (1 per month)

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

Staff Contact: Department of Development Review & Permitting
Deborah Mooney 410-632-1200

Current Members:

<u>Member's Name</u>	<u>Nominated By</u>	<u>Resides</u>	<u>Years of Term(s)</u>
J.T. Novak (ME-5)	D-5, Bertino	Ocean Pines	07-10-13-16-19, 19-22
Michael Patchett (ME-5)	D-7, Mitrecic	West Ocean City	08-11-14-17-20, 20-23
Kenneth Lambertson (ME-5)	D-1, Abbott	Pocomoke	96-11-14-17-20, 20-23
Steve Kolarik (EG-5)	D-6, Bunting	Bishopville	12-21, 21-24
Duane Duncan (ME-5)	D-3, Fiori	Berlin	*05-12-15-18-21-24
Roy M. Case (ME)	D-2, Purnell	Berlin	10-13-16-19-22-25
Carl Smith (ME-5)	D-4, Elder	Snow Hill	98-10-13-16-19-22-25

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

Prior Members: (Since 1972)

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

* = Appointed to fill an unexpired term

ETHICS BOARD

Reference: Public Local Law, Section CG 5-103

Appointed by: County Commissioners

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

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

Compensation: \$100 per meeting

Meetings: As Necessary

Special Provisions:

Staff Contact: Roscoe Leslie, County Attorney (410-632-1194)

Current Members:

<u>Member's Name</u>	<u>Nominated By</u>	<u>Resides</u>	<u>Years of Term(s)</u>
David Deutsch	D-6, Bunting	Ocean Pines	17-21
Frank Knight	D-7, Mitrecic	Ocean City	*14-19, 19-23
Judy Giffin	D-5, Bertino	Ocean Pines	*21-24
Joseph Stigler	D-4, Elder	Berlin	16-20, 20-24
Bruce Spangler	D-3, Fiori	Berlin	*02-05-09-13-17-21-25
Iola Tariq	D-2, Purnell	Berlin	*22-26
Mickey Ashby	D-1, Abbott	Pocomoke	14-18-22-26

Prior Members: (Since 1972)

- | | |
|-----------------------------|-------------------------------|
| J.D. Quillin, III | Walter Kissel (05-09) |
| Charles Nelson | Marion Chambers (07-11) |
| Garbriel Purnell | Jay Knerr (11-14) |
| Barbara Derrickson | Robert I. Givens, Jr. (98-14) |
| Henry P. Walters | Diana Purnell (09-14) |
| William Long | Kevin Douglas (08-16) |
| L. Richard Phillips (93-98) | Lee W. Baker (08-16) |
| Marigold Henry (94-98) | Richard Passwater (09-17) |
| Louis Granados (94-99) | Jeff Knepper (16-21) |
| Kathy Philips (90-00) | Faith Mumford (14-22) |
| Mary Yenney (98-05) | |
| Bill Ochse (99-07) | |
| Randall Mariner (00-08) | |
| Wallace D. Stein (02-08) | |
| William Kuhn (90-09) | |

* = Appointed to fill an unexpired term

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: \$100 per meeting (policy)

Meetings: As Needed

Special Provisions: Immediate removal by Commissioners for failure to attend meetings.

Staff Support: Development Review & Permitting Department
Davida Washington, Housing Program Administrator - 410-632-1200
Ext: 1171

Current Members:

<u>Member's Name</u>	<u>Nominated By</u>	<u>Resides</u>	<u>Years of Terms(s)</u>
Scott Tingle	D-4, Elder	Snow Hill	14-17-20, 20-23
Maria Campione-Lawrence	D-5, Bertino	Ocean Pines	*22-23
Felicia Green	D-2, Purnell	Ocean Pines	*21-24
Jake Mitrecic	D-7, Mitrecic	Ocean City	15-18-21, 21-24(resigning)
Keri-Ann F. Byrd	D-1, Abbott	Pocomoke	22-25
Debbie Hileman	D-6, Bunting	Ocean Pines	10-13-16-19-22-25
Don Furbay	D-3, Fiori	Ocean Pines	23-26

Prior Members:

Phyllis Mitchell	Wardie Jarvis, Jr. (96-03)	C.D. Hall 10-22
William Lynch	Albert Bogdon (02-06)	Chase Church (*19-22)
Art Rutter	Jamie Rice (03-07)	
William Buchanan	Howard Martin (08)	
Christina Alphonsi	Marlene Ott (02-08)	
Elsie Purnell	Mark Frostrom, Jr. (01-10)	
William Freeman	Joseph McDonald (08-10)	
Jack Dill	Sherwood Brooks (03-12)	
Elbert Davis	Otho Mariner (95-13)	
J. D. Quillin, III (90-96)	Becky Flater (13-14)	
Ted Ward (94-00)	Ruth Waters (12-15)	
Larry Duffy (90-00)	John Glorioso (*06-19)	
Patricia McMullen (00-02)	Sharon Teagle (00-20)	
William Merrill (90-01)	Davida Washington (*21-21)	
Debbie Rogers (92-02)	Donna Dillion (08-22)	

* = Appointed to fill an unexpired term

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

ITEM 23

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
Roscoe Leslie, County Attorney, 410-632-1194

Current Members:

<u>Member's Name</u>	<u>Nominated By</u>	<u>Represents/Resides</u>	<u>Years of Term(s)</u>
Mark Wittmyer	At-Large	Business - Ocean Pines	15-19
David Massey ^c	At-Large	Business - Ocean Pines	09-13-17, 17-21
Bobbi Sample	Ocean Downs Casino	Ocean Downs Casino	17-indefinite
Mary Beth Carozza	Indefinite	Maryland Senator	14-indefinite
Wayne A. Hartman	Indefinite	Maryland Delegate	18-indefinite
Charles Otto	Indefinite	Maryland Delegate	14-indefinite
Roxane Rounds	Dist. 2 - Purnell	Resident - Berlin	*14-15-19, 19-23
Michael Donnelly	Dist. 7 - Mitrecic	Resident - Ocean City	*16-19, 19-23
Steve Ashcraft	Dist. 6 - Bunting	Resident - Ocean Pines	*19-20, 20-24
Kerrie Bunting	Dist. 4 - Elder	Resident - Snow Hill	*22-24
Mayor Rick Meehan ^c	At-Large	Business - Ocean City	*09-12-16-20-24
Bob Gilmore	Dist. 5 - Bertino	Resident - Ocean Pines	*19-21, 21-25
Matt Gordon	Dist. 1 – Abbott	Resident - Pocomoke	19-22, 22-26
Ivy Wells	Dist. 3 - Church	Resident - Berlin	22-26
Cam Bunting ^c	At-Large	Business - Berlin	*09-10-14-18-22-26

Prior Members:

J. Lowell Stoltzfus^c (09-10)
Mark Wittmyer^c (09-11)
John Salm^c (09-12)
Mike Pruitt^c (09-12)
Norman H. Conway^c (09-14)
Michael McDermott (10-14)
Diana Purnell^c (09-14)
Linda Dearing (11-15)
Todd Ferrante^c (09-16)

Since 2009

Joe Cavilla (12-17)
James N. Mathias, Jr.^c (09-18)
Ron Taylor^c (09-14)
James Rosenberg (09-19)
Rod Murray^c (*09-19)
Gary Weber (*19-21)

Charlie Dorman (12-19)
Gee Williams (09-21)

* = Appointed to fill an unexpired term/initial terms staggered
^c = Charter Member

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

Appointed by: County Commissioners

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

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

Compensation: \$100 per meeting expense allowance, subject to annual appropriation

Meetings: At least quarterly

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

Staff Support: Solid Waste - Solid Waste Superintendent – David Candy - (410-632-3177)
Solid Waste - Recycling Coordinator - Mike McClung - (410-632-3177)
Department of Public Works - Dallas Baker- (410-632-5623)

Current Members:

<u>Member's Name</u>	<u>Nominated By</u>	<u>Resides</u>	<u>Years of Term(s)</u>
George Dix	D-4, Elder	Snow Hill	*10-10-14-18, 18-22
John O'Brien	D-6, Bunting	Bishopville	*22-23
Granville Jones	D-7, Mitrecic	Berlin	*15-16-20, 20-24
Michelle Beckett-El Soloh	Town of Pocomoke City		*19-20, 20-24
Michael Pruitt	Town of Snow Hill		*22-24
Don Furbay	D-3, Fiori	Berlin	20-24
James Charles	Town of Berlin		21-25
Brain Scarborough	Town of Ocean City		21-25
Vaughn White	D-2, Purnell	Berlin	*19-21, 21-25
Bob Gilmore	D-5, Bertino	Ocean Pines	*21-22, 22-26
George Linvill	D-1, Abbott	Pocomoke	14-18-22-26

Prior Members: (Since 1994)

Ron Cascio (94-96)	Hugh McFadden (98-05)	Bob Donnelly (11-15)
Roger Vacovsky, Jr. (94-96)	Dale Pruitt (97-05)	Howard Sribnick (10-16)
Lila Hackim (95-97)	Frederick Stiehl (05-06)	Dave Wheaton (14-16)
Raymond Jackson (94-97)	Eric Mullins (03-07)	Wendell Purnell (97-18)
William Turner (94-97)	Mayor Tom Cardinale (05-08)	George Tasker (*15-20)
Vernon "Corey" Davis, Jr. (96-98)	William Breedlove (02-09)	Rodney Bailey *19
Robert Mangum (94-98)	Lester D. Shockley (03-10)	Steve Brown *10-19
Richard Rau (94-96)	Woody Shockley (01-10)	Bob Augustine 16-19
Jim Doughty (96-99)	John C. Dorman (07-10)	Michael Pruitt *15-19
Jack Peacock (94-00)	Robert Hawkins (94-11)	James Rosenburg (*06-19)
Hale Harrison (94-00)	Victor Beard (97-11)	Jamey Latchum *17-19
Richard Malone (94-01)	Mike Gibbons (09-14)	Hal Adkins (*20-21)
William McDermott (98-03)	Hank Westfall (00-14)	Mike Poole (11-22)
Fred Joyner (99-03)	Marion Butler, Sr. (00-14)	
	Robert Clarke (11-15)	

* = Appointed to fill an unexpired term

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

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

Appointed by: County Commissioners

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

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

Compensation: \$100.00/meeting

Meetings: Monthly or As-Needed

Special Provisions: Must be residents of Mystic Harbour Service Area

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

Current Members:

Member's Name	Resides	Years of Term(s)
Martin Kwesko	Mystic Harbour	13-17, 17-21
Richard Jendrek ^C	Bay Vista I	05-10-14-18, 18-22
Matthew Kraeuter	Ocean Reef	19-22
Joseph Weitzell	Mystic Harbour	05-11-15-19, 19-23
Bruce Burns	Deer Point	19-23
David Dypsky	Teal Marsh Center	*10-12-16, 16-20, 20-24
Stan Cygam	Whispering Woods	*18-20, 20-24

Prior Members: (Since 2005)

John Pinero ^C (05-06)	Carol Ann Beres (14-18)
Brandon Phillips ^C (05-06)	Bob Hunt (*06-19)
William Bradshaw ^C (05-08)	
Buddy Jones (06-08)	
Lee Trice ^C (05-10)	
W. Charles Friesen ^C (05-13)	
Alma Seidel (08-14)	
Gerri Moler (08-16)	
Mary Martinez (16-18)	

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

Reference: County Commissioners' Resolution of November 19, 1993

Appointed by: County Commissioners

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

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

Compensation: \$100.00/Meeting

Meetings: Monthly

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

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

Current Members:

<u>Member's Name</u>	<u>Resides/Ratepayer of</u>	<u>Terms (Years)</u>
Keith Swanton	West Ocean City	13-17, 17-21
Deborah Maphis	West Ocean City	95-99-03-07-11-15-19, 19-23
Gail Fowler	West Ocean City	99-03-07-11-15-19,19-23
Blake Haley	West Ocean City	*19-20, 20-24
Todd Ferrante	West Ocean City	13-17-21-25

Prior Members: (Since 1993)

Eleanor Kelly^c (93-96) Andrew Delcorro (*14-19)

John Mick^c (93-95)

Frank Gunion^c (93-96)

Carolyn Cummins (95-99)

Roger Horth (96-04)

Whaley Brittingham^c (93-13)

Ralph Giove^c (93-14)

Chris Smack (04-14)

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

Current Members:

<u>Member's Name</u>	<u>Nominated By</u>	<u>Resides</u>	<u>Years of Term(s)</u>
Elizabeth Rodier	D-3, Fiori	Bishopville	18-21(Resigned)
Mary E. (Liz) Mumford	At-Large	W. Ocean City	*16, 16-19, 19-22
Coleen Colson	Dept of Social Services		19-22
Hope Carmean	D-4, Elder	Snow Hill	*15-16-19, 19-22
Windy Phillips	Board of Education		19-22
Tamara White	D-1, Abbott	Pocomoke City	17-20, 20-23 21-24
Kris Heiser	Public Safety – State Attorney Office		(Resigned)
Susan Childs	D-6, Bunting	Berlin	21-24(Resigned)
Terri Shockley	At-Large	Snow Hill	17-20, 20-23
Laura Morrison	At-Large	Pocomoke	*19-20, 20-23
Crystal Bell, MPA	Health Department		*22-23
Judith Giffin	D-5, Bertino	Ocean Pines	*22-23
Dr. Darlene Jackson- Bowen	D-2, Purnell	Pocomoke	*19-21, 21-24
Kimberly List	D-7, Mitrecic	Ocean City	18- 21, 21-24
Gwendolyn Lehman	At-Large	OP, Berlin	*19-21, 21-24

Prior Members: Since 1995

- | | | |
|---|-------------------------------------|------------------------------|
| Ellen Pilchard ^c (95-97) | Patricia Ilczuk-Lavanceau (98-99) | Catherine W. Stevens (02-04) |
| Helen Henson ^c (95-97) | Lil Wilkinson (00-01) | Hattie Beckwith (00-04) |
| Barbara Beaubien ^c (95-97) | Diana Purnell ^c (95-01) | Mary Ann Bennett (98-04) |
| Sandy Wilkinson ^c (95-97) | Colleen McGuire (99-01) | Rita Vaeth (03-04) |
| Helen Fisher ^c (95-98) | Wendy Boggs McGill (00-02) | Sharyn O'Hare (97-04) |
| Bernard Bond ^c (95-98) | Lynne Boyd (98-01) | Patricia Layman (04-05) |
| Jo Campbell ^c (95-98) | Barbara Trader ^c (95-02) | Mary M. Walker (03-05) |
| Karen Holck ^c (95-98) | Heather Cook (01-02) | Norma Polk Miles (03-05) |
| Judy Boggs ^c (95-98) | Vyoletus Ayres (98-03) | Roseann Bridgman (03-06) |
| Mary Elizabeth Fears ^c (95-98) | Terri Taylor (01-03) | Sharon Landis (03-06) |
| Pamela McCabe ^c (95-98) | Christine Selzer (03) | Vanessa Alban (17-22) |
| Teresa Hammerbacher ^c (95-98) | Linda C. Busick (00-03) | |
| Bonnie Platter (98-00) | Gloria Bassich (98-03) | |
| Marie Velong ^c (95-99) | Carolyn Porter (01-04) | |
| Carole P. Voss (98-00) | Martha Pusey (97-03) | |
| Martha Bennett (97-00) | Teole Brittingham (97-04) | |

Prior Members: Since 1995 (continued)

Dr. Mary Dale Craig (02-06)	Michelle Bankert *(14-18)
Dee Shorts (04-07)	Nancy Fortney (12-18)
Ellen Payne (01-07)	Cristi Graham (17-18)
Mary Beth Quillen (05-08)	Alice Jean Ennis (14-17)
Marge SeBour (06-08)	Lauren Mathias Williams *(16-18)
Meg Gerety (04-07)	Teola Brittingham *(16-18)
Linda Dearing (02-08)	Jeannine Jerscheid *(18-19)
Angela Hayes (08)	Shannon Chapman (*17-19)
Susan Schwarten (04-08)	Julie Phillips (13-19)
Marilyn James (06-08)	Bess Cropper (15-19)
Merilee Horvat (06-09)	Kelly Riwniak *(19-20)
Jody Falter (06-09)	Kelly O'Keane (17-22)
Kathy Muncy (08-09)	
Germaine Smith Garner (03-09)	
Nancy Howard (09-10)	
Barbara Witherow (07-10)	
Doris Moxley (04-10)	
Evelyne Tyndall (07-10)	
Sharone Grant (03-10)	
Lorraine Fasciocco (07-10)	
Kay Cardinale (08-10)	
Rita Lawson (05-11)	
Cindi McQuay (10-11)	
Linda Skidmore (05-11)	
Kutresa Lankford-Purnell (10-11)	
Monna Van Ess (08-11)	
Barbara Passwater (09-12)	
Cassandra Rox (11-12)	
Diane McGraw (08-12)	
Dawn Jones (09-12)	
Cheryl K. Jacobs (11)	
Doris Moxley (10-13)	
Kutresa Lankford-Purnell (10-12)	
Terry Edwards (10-13)	
Dr. Donna Main (10-13)	
Beverly Thomas (10-13)	
Caroline Bloxom (14)	
Tracy Tilghman (11-14)	
Joan Gentile (12-14)	
Carolyn Dorman (13-16)	
Arlene Page (12-15)	
Shirley Dale (12-16)	
Dawn Cordrey Hodge (13-16)	
Carol Rose (14-16)	
Mary Beth Quillen (13-16)	
Debbie Farlow (13-17)	
Corporal Lisa Maurer (13-17)	
Laura McDermott (11-16)	
Charlotte Cathell (09-17)	
Eloise Henry-Gordy (08-17)	