

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>

August 15, 2023

- | | Item # |
|--|-----------------|
| 9:00 AM - Vote to Meet in Closed Session in Commissioners' Conference Room – Room 1103
Government Center, One West Market Street, Snow Hill, Maryland | |
| 9:01 - Closed Session
(Discussion regarding a personnel update, requests to hire a Program Manager II, GIS Analyst I, Office Assistant IV, Emergency Communications Specialist Trainee, Correctional Officer Trainee, Recycling Crew Leader, and Utility Mechanic II, receiving legal advice, and performing administrative functions) | |
| 10:00 - Call to Order, Prayer, Pledge of Allegiance | |
| 10:01 - Report on Closed Session; Review and Approval of Minutes from August 1, 2023 | |
| 10:02 - Commendations (2) | 1 |
| 10:03 - Consent Agenda
(FY24 PRAR Grant Acceptance, Triple Crown Phase II Small Project Agreement, Citizen Scrap Tire Day, Request to Bid NWAC Parking Lot, Request to Bid South Point Bulkhead, Request to Award Bishopville Recycling Center Concrete Pad) | 2-7 |
| 10:05 - Chief Administrative Officer: Administrative Matters
(Sheriff Trailer Request, Pocomoke Police Department Dispatch, Request to Contract Slurry Seal, Recommendation to Award Ocean Pines Biosolids Dewatering Design, Recommendation to Award Public Landing Engineering Services, Request to Purchase Software Modules, Request for Complimentary Access to the Fitness Room, Quitclaim of Seventh St., Code Revisions for County Landings, Board Appointments, Football Scoreboard) | 8-17, 19 |
| 10:30 - Public Hearing CDBG Housing Rehab Program Process | 18 |
| 12:00 PM - Questions from the Press; County Commissioner's Remarks | |
| 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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DRAFT

Minutes of the County Commissioners of Worcester County, Maryland

August 1, 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 Elder, seconded by Commissioner Bunting, the commissioners unanimously voted to meet in closed session at 9:00 a.m. in the Commissioners' Conference Room to discuss legal and personnel matters permitted under the provisions of Section 3-305(b)(1) 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 Human Resources Deputy Director Pat Walls. Topics discussed and actions taken included the following: hiring Jaiden Hardy as a maintenance worker I within the Maintenance Division and Tammy Cropper as a transfer station attendant within the Solid Waste Division; promoting Brian Bradford from landfill crew leader to landfill operation foreman within the Solid Waste Division; receiving legal advice from counsel; and performing administrative functions, including considering board appointments.

Following a motion by Commissioner Bunting, seconded by Commissioner Abbott, the commissioners unanimously voted to adjourn their closed session at 9:42 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 L. Brown of Bates and Trinity United Methodist Churches 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 July 18, 2023 meeting as presented.

The commissioners presented a proclamation recognizing August as National Child Support Awareness Month to Department of Social Services (DSS) Director Roberta Baldwin and other DSS staff members.

The commissioners presented commendations to the following Worcester Technical High School (WTHS) students who placed within the top 10 during the annual SkillsUSA National Leadership and Skills Conference on June 24-28, 2023: Matthew Beck took third place in the Principles of Engineering-Technology category; Cecilia Diehlmann and Catrina Donmoyer took

third place in the Mobile Robotics Technology middle school category; Aaliyah Drummond took third place in the Pin Design middle school category; Asher Nichols and Nidhish Gupta took seventh place in the Robotics: Urban Search & Rescue middle school category; Catherine Miller, Brendon Dunne, and Patrick Haines took seventh place in the Occupational Health and Safety – Single category; Ashley Carcamo-Diaz took ninth place in the Health Occupations Professional Portfolio category; and Christofer Villarreal took tenth place in the Computer Programming category.

Upon a motion by Commissioner Abbott, the commissioners unanimously approved by consent agenda item numbers 2-8 as follows: a letter supporting the Germantown School Community Heritage Center grant application; award letters for Waterway Improvement Grants of \$200,000 for Public Landing and \$75,000 for George Island Landing; scheduling Household Hazardous Waste Day for October 28, 2023 at the Central Landfill; the sole source purchase of a spare Flygt submersible sewage pump for West Ocean City Pump Station No. 4 for \$29,475 from Sherwood Logan; West OC Pump Station Equipment Request; scheduling a public hearing for Rezoning Case No. 440, seeking to rezone approximately 8.905 acres of land on the northwest side of Jarvis Road, identified on Tax Map 9 as Parcel 359, Lot 1, from A-1 Agricultural District to A-2 Agricultural District; and a contract with Value Carpet One to replace the carpet in the Health Department in Snow Hill for \$239,430.78.

Pursuant to the request of Sheriff Matthew Crisafulli and upon a motion by Commissioner Abbott, the commissioners unanimously approved the following promotions within the Sheriff’s Office at a total implementation cost of \$41,375 utilizing existing FY24 funding: one sergeant to lieutenant at a cost increase of \$7,949, one corporal to sergeant at a cost increase of \$15,205, one deputy first class to corporal at a cost increase of \$12,508, and converting one deputy position from part-time to full-time at a cost increase of \$5,713.

The commissioners reviewed a letter from Attorney Mark Cropper requesting a special use permit be granted to allow his client, Marc Spagnola, to operate his charter fishing business, Dusk to Dawn Fishing Charters, from the South Point boat ramp. Following some discussion and upon a motion by Commissioner Abbott, the commissioners voted 6-0-1, with Commissioner Fiori abstaining, to grant Mr. Spagnola the requested special use permit to launch one vessel at a time at the County’s South Point Boat Ramp, with parking not to exceed two spaces, until the commissioners make a regulatory decision regarding commercial uses at County boat ramps.

The commissioners met with Public Works Director Dallas Baker to review the results of a speed study on Marshall Creek Road, which was conducted from July 11-18, 2023 at the request of an area resident to address speeding vehicles. Upon a motion by Commissioner Mitrecic, the commissioners concurred with staff’s recommendation to reduce the speed limit from 50 mph to 30 mph and to post speed limit signs of 30 mph on this unposted road.

Pursuant to the recommendation of Mr. Baker and upon a motion by Commissioner Bunting, the commissioners unanimously approved a Permanent Easement Agreement granting Chesapeake Utilities Corporation a permanent, five-by-five-foot utility easement and a temporary construction easement at 13450 Madison Avenue in Ocean City.

Pursuant to the request of Mr. Baker and upon a motion by Commissioner Mitrecic, the commissioners voted 6-1, with Commissioner Bunting voting in opposition, to authorize staff to begin negotiations with Ocean Downs Casino to take over their private domestic water supply wells, convert them to public wells, and bring them into the Riddle Farm Sanitary Service Area (SSA) to begin designing an emergency bypass sewer force main across the Ocean Downs property to serve the Riddle Farm Wastewater Treatment Plant (WWTP). Mr. Baker reviewed the background for this request. He then explained that this project could provide 1,200 new water equivalent dwelling units (EDU) and generate \$7,587,600 in EDU revenues. He advised that, even after waiving the \$1,081,233 cost of 171 water EDUs to Ocean Downs, the County will still make a profit of \$6.1 million. In response to a question by Commissioner Mitrecic, Mr. Baker advised that the aquifer serving Ocean Downs is shallower with less iron than the deeper aquifer serving the Riddle Farm, so the treatment costs will be much lower. In response to comments by Commissioner Bunting, Chief Administrative Officer Weston Young stated that Ocean Downs will be responsible for paying the quarterly water bills, as only the one-time EDU cost is being waived.

The commissioners conducted a public hearing to consider petitions to sell agricultural easements to the Maryland Agricultural Land Preservation Foundation (MALPF) in FY24 on eight properties in Worcester County at no cost to the County. Environmental Programs Director Bob Mitchell stated that the applications have been reviewed by both the Worcester County Agricultural Land Preservation Advisory Board, which recommended submitting all of the top ranked applications to MALPF for appraisal, with the exception of the property identified on Tax Map 90 as Parcel 6 and owned by the Hahn family due to a property boundary dispute that was not identified on the application. Commissioner Bunting stated that he was very pleased the County was able to include smaller sites for consideration in the MALPF program.

Commissioner Bertino opened the floor to receive public comment.

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

Following some discussion and upon a motion by Commissioner Bunting, the Commissioners unanimously agreed to submit properties one through three and five through eight of the ranked applications to MALPF for appraisal and further consideration for purchase of agricultural easements.

The commissioners conducted a public hearing to consider leasing approximately four by five feet of floor space in the front lobby of the government center to the State Employees Credit Union (SECU) of Maryland for the purpose of providing an Automated Teller Machine for a period of five years, with an option for a two-year extension. Human Resources Director Stacey Norton stated that 132 County employees have accounts with SECU, and her office has received numerous requests to install a SECU ATM. She stated that the ATM may be used to withdraw funds only and will not be able to accept deposits, and the soonest the unit can be delivered and installed is calendar year 2024.

Commissioner Bertino opened the floor to receive public comment.

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

Upon a motion by Commissioner Mitrecic, the commissioners unanimously approved the proposed lease.

Pursuant to the recommendation of Procurement Officer Nicholas Rice and Emergency Services Deputy Director James Hamilton and upon a motion by Commissioner Mitrecic, the commissioners unanimously awarded the primary Disaster Debris Management contract to Ceres Environmental Services, Inc. and the secondary award to DRC Emergency Services. Mr. Rice stated that by securing two separate contracts the County is ensuring public safety and security in the event of natural or man-made disasters. In response to a question by Commissioner Mitrecic, Mr. Rice stated that the Town of Ocean City is interested in piggybacking off the County's negotiations with the vendors. Commissioner Bertino recognized Commissioner Purnell who has championed efforts to secure disaster debris services for the County for several years.

Pursuant to the recommendation of Mr. Rice and upon a motion by Commissioner Abbott, the commissioners unanimously awarded the highest scoring proposal for the Trail and Greenways Master Plan to Mead & Hunt, Inc. at a contract cost of \$100,000.

Mr. Rice and Library Director Jennifer Ranck met with the commissioners to request approval to proceed with the detailed design for a new Pocomoke Branch Library. Ms. Ranck reviewed the proposed plans to construct a 12,500-square-foot building at a cost of \$9,431,488, which includes \$520,000 for architectural and engineering design services and \$1,175,439 for contingency and escalation. Project funding includes a 50/50 State and County match. Carole Rose, president of the Library Foundation, stated that the foundation is prepared to raise funds to help offset some of the project costs.

Commissioner Bunting stated that anticipated project costs are still well above the commissioner-approved County match of up to \$4.2 million, and staff has only reduced the scope of the project by 500 square feet. He reiterated that the proposed square footage for the project is too large, as it is based on too wide a population map, and total project costs, with contingency and escalation, should not exceed \$8.6 million. Chief Administrative Officer Weston Young stated that project design plans are only at 10% and there will be options to bring those costs down when they are further into the design phase. He also explained that the project budget includes additional costs to demolish the existing library. He pointed out that the original budget to construct a new library at the Armory site did not include demolition funding, as the town would have covered those costs. Commissioner Fiori stated that they are all in agreement that the library needs to be replaced; however, he pointed out that the commissioners previously directed staff to reduce the square footage costs, so fundamental reductions are needed before proceeding further. He requested staff provide the commissioners with a cost analysis of the design and the larger items that are driving up the cost per square foot. Commissioner Mitrecic stated his support for the proposed size of the new library, but stated that construction costs of \$691 per square foot is ridiculous given that building costs have gone down over the past six months. In response to questions by Commissioner Bertino, Commissioner Mitrecic stated that a library facility is not an overly complex structure, so they should be able to reduce costs to \$600 per square foot.

Following some discussion and upon a motion by Commissioner Bunting, the commissioners unanimously directed staff to present the commissioners with revised bid documents for a new library at a cost not to exceed \$8.6 million, either by reducing the costs to \$600 per square foot, by reducing the square footage of the proposed structure, or by

implementing a combination of the two.

The commissioners answered questions from the press, after which they adjourned to meet again on August 15, 2023.

TEL: 410-632-1194
FAX: 410-632-3131
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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

COMMENDATION

WHEREAS, Sergeant David Smith has contributed 20 years of dedicated service to the Worcester County Jail where he began his career on September 8, 2003; and

WHEREAS, Sergeant Smith's expertise and experience have been instrumental in supervising correctional officers under his command and implementing policies and procedures, that provide for the security and welfare of the inmate population, as part of the overall management of the Worcester County Jail.

NOW, THEREFORE, we the County Commissioners of Worcester County, Maryland, do hereby commend **Sergeant David Smith** for his years of devoted service to Worcester County, and we wish him a happy and healthy retirement.

Executed under the Seal of the County of Worcester, State of Maryland, this 15th day of August, 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

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JOSEPH M. MITRECIC
DIANA PURNELL

COMMENDATION

WHEREAS, Phillip McCary has contributed 10 years of dedicated service to Worcester County Recreation and Parks (WCRP) where he began his career on August 20, 2013; and

WHEREAS, Mr. McCary's expertise and experience as a parks worker IV have been instrumental in the overall management of WCRP, where he performed and oversaw park repairs and maintained Worcester County parks.

NOW, THEREFORE, we the County Commissioners of Worcester County, Maryland, do hereby commend **Phillip McCary** for his years of devoted service to Worcester County, and we wish him a happy and healthy retirement.

Executed under the Seal of the County of Worcester, State of Maryland, this 15th day of August, 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

Joseph M. Mitrecic

Diana Purnell





Worcester County Administration

One West Market St. Room 1103 | Snow Hill MD 21863 | (410) 632-1194 | www.co.worcester.md.us

TO: Weston Young, Chief Administrative Officer
Candace Savage, Deputy Chief Administrative Officer
FROM: Lynn Wright, Senior Budget Accountant
DATE: August 1, 2023
RE: FY24 PRAR Grant Award & Acceptance Package

The FY24 PRAR Grant Award & Acceptance Package is attached for approval and signature. The application for this grant was approved at the 4/18/23 meeting.



7/27/2023

Governor's Office of Crime Control and Prevention



Control Number:

46180

Regional Monitor:

Archer, Emily

Fiscal Specialist:

Maddox, Dana

Grant Award & Acceptance Form

Grant Award Number:	PRAR-2024-0024	
Sub-recipient:	Worcester County Board of County Commissioners	
Project Title:	WCSO FY24 Recruitment & Retention	
Implementing Agency:	Worcester County Sheriff's Office	
Award Period:	07/01/2023 - 06/30/2024	CFDA: State General Fund

Funding Summary	Grant Funds	100.0 %	\$20,000.00
	Cash Match	0.0 %	\$0.00
	In-Kind Match	0.0 %	\$0.00
	Total Project Funds		\$20,000.00

This Grant Award is hereby made for financial assistance by the Governor's Office of Crime Control and Prevention in accordance with the

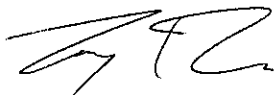
Police Recruitment and Retention Grant Program (BCCI)

This Grant Award is subject to the General Conditions and any Special Conditions attached to this award, as well as all statutes and requirements of the State of Maryland.

This Grant Award incorporates all the information, conditions, representations and Certified Assurances contained in the grantee's application.

The Grant Award shall become effective as of the start date of the award, unless otherwise specified, and upon submission to the Grants Management System, within twenty-one (21) calendar days, of a fully executed original of this document signed by the duly authorized official of the sub-recipient unit of government or sub-recipient agency receiving this Grant Award. Copies and faxes are not acceptable.

FOR THE STATE OF MARYLAND:



 Director, Grants Administration

Governor's Office of Crime Control and Prevention

SUB-RECIPIENT ACCEPTANCE:

 Signature of Authorized Official

 Typed Name And Title

 Date

To submit, sign in blue ink and scan and upload the document to the grant award Documents section in the Grants Management System.



Governor's Office of Crime Control and Prevention

Grant Award - General Conditions

Grant Award Number:	PRAR-2024-0024	Sub-Recipient:	Worcester County Board of County Commissioners
Award Period:	07/01/2023 - 06/30/2024	Implementing Agency:	Worcester County Sheriff's Office
Project Title:	WCSO FY24 Recruitment & Retention		

1 Award Period of Performance

Approved by the Governor's Office of Crime Prevention, Youth, and Victim Services (Office) of the submitted application, and the subaward that it has generated, is for the time period stated in this Subaward Package and constitutes no commitment for funding prior to the time period nor the continuation of funding beyond that time period. The subaward may be terminated by one or both parties with written notice. If the subaward is terminated before the end of the funding period, an accounting of the current quarterly and year to date expenses must be provided within 60 calendar days. Also see the General Condition related to Termination of the Subaward.

2 Statutes and Requirements of State and Federal Funds

This sub-award is subject to all State of Maryland and Federal statutes and requirements that apply to the relative funding source.

3 General and Special Conditions (POST AWARD INSTRUCTIONS)

This subaward is subject to the Special Conditions contained in your award packet and General Conditions (Post Award Instructions) referenced on the Office website, as accepted by the Authorized Official on the official Award Acceptance document. The Office retains the right to add Special Conditions, if and when needed, during the award period of performance. General Conditions (<http://www.goccp.maryland.gov/grants/general-conditions.php>) are the Post Award policies, procedures, guidelines, and business rules from the Office for grant funds, irrelevant of the funding source.

4 Sub-award Acceptance Document

The original Award Acceptance document containing the original signature of the Executive Director of the Office must be signed (electronic signature is acceptable) by the Authorized Official noted on the submitted application. This signed document must be uploaded in the Grants Management System (GMS) WITHIN 21 CALENDAR DAYS of receipt of the award package. Late submission will be accepted on a case by case basis and may result in an increased risk/monitoring level of the subaward, a delay in the project activity and related reimbursement, and/or termination of the subaward. Acceptance of this subaward constitutes a commitment. The Authorized Official on the submitted application is the County Executive, Duly Authorized Official of the local unit of Government, Mayor, Commissioner, Town Administrator (if confirmed), President (if confirmed), or if agencies are permitted to apply directly, the head of the agency receiving the subaward.

5 Notification of Project Commencement Form

The Notice of Project Commencement/Delay form must be initialed in the Award Information Verification Section, AND signed at the bottom (electronic signature is acceptable) preferably by the Project Director. Alternatively, if the Project Director is unavailable, the Fiscal Contact or Authorized Official may sign. The signed document must be uploaded in the Grants Management System (GMS) within 30 calendar days of the receipt of the award package. Late submission will be accepted on a case by case basis and may result in an increased risk/monitoring level of the subaward, a delay in the project activity and related reimbursement, and/or termination of the subaward. Please be advised online reporting is not accessible until the signed Award Acceptance and Project Commencement documents have been received by the Office. NOTE: If the project will not commence within 45 calendar days of the start date of the period of performance, you may submit Grant Adjustment Notice (GAN) within the GMS for review and approval. Any delay to the start date of this project does not warrant, or necessarily allow, an extension to the end date.



Governor's Office of Crime Control and Prevention

Grant Award - General Conditions

Grant Award Number:	PRAR-2024-0024	Sub-Recipient:	Worcester County Board of County Commissioners
Award Period:	07/01/2023 - 06/30/2024	Implementing Agency:	Worcester County Sheriff's Office
Project Title:	WCSO FY24 Recruitment & Retention		

6 Special Conditions

It is important that you review all conditions attached to this subaward including general and special conditions. Each Special Condition page must be initialed by the Authorized Official* on the bottom right hand corner (electronic signature is acceptable). The initialed Special Condition pages must be uploaded in the Grants Management System (GMS) within 21 calendar days of receipt of the award package. Late submission will be accepted on a case by case basis and may result in an increased risk/monitoring level of the subaward, a delay in the project activity and related reimbursement, and/or termination of the subaward. *See General Conditions below related to the Authorized Official.

7 Subrecipient Organizational Capacity Questionnaire

This questionnaire (<http://goccp.maryland.gov/subrecipient-organizational-capacity-questionnaire/>) is used as an assessment tool post award for the purpose of determining the appropriate subrecipient monitoring and technical assistance level. Please note, this document assessment is not part of the criteria used in making award decisions. This completed questionnaire is required post-award and must be submitted with your Award Acceptance Document and Notification of Project Commencement. Please note, this questionnaire must be completed by the Applicant Agency. For government agencies, it may be necessary to coordinate with the State or County directly and the agency, unit or division implementing the project.

8 Civil Rights Federal Reporting Requirements

Recipients as well as subrecipients of Federal Financial Assistance through the Office of Justice Programs are subject to various Federal Civil Rights Laws such as those related to discrimination on the basis of race, color, national origin, sex, religion or disability.

The U.S. Department of Justice, Office of Justice Programs (OJP), Office for Civil Rights (OCR) developed the Equal Employment Opportunity Reporting tool to help recipients receiving funding (Safe Streets Act which authorizes VAWA, VOCA or JJDP) comply with the Equal Employment Opportunity Plan (EEOP). The EEOP Reporting Tool is accessed online at <https://ojp.gov/about/ocr/eeop.htm>

New users will need to register for an account. Prior to registering for a new account and/or completing your report, please know the source of grant and from which year your award has been funded. Your grant number can be found on your award documents (for example: VOCA-17-XXXX would indicate VOCA 2017 funding).

Once you are registered, the EEOP Utilization Report tool will give you step-by-step guidance for preparing and submitting your EEO Utilization Report and/or certification form.

Upon submission/completion of your report, forward the confirmation email to your funding manager and include a cc: dcivilrightscompliance_goccp@maryland.gov In your forwarded email, include in the subject line: Civil Rights/EEOP reporting and your award number so the Office can update your organization's information. If you have any questions, please email your funding manager and cc: dcivilrightscompliance_goccp@maryland.gov.

9 Sub-award Budget Notice and New Personnel

The approved Budget Notice is included in your subaward packet. This Budget Notice may have been modified from the project budget submitted in the original application and represents approved expenses for the project. Any delays in hiring must be reported to your Program Fund Manager in writing within 30 calendar days of receipt of the subaward package. If project personnel are not hired within 45 calendar days, project personnel allocations may be deobligated at the discretion of the Office. Also see General Condition related to Key Personnel.



Governor's Office of Crime Control and Prevention

Grant Award - General Conditions

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Award Period:	07/01/2023 - 06/30/2024	Implementing Agency:	Worcester County Sheriff's Office
Project Title:	WCSO FY24 Recruitment & Retention		

10 Personnel Costs

Support of Salaries, Wages, and Fringe Benefits: Charges made to awards for salaries, wages, and fringe benefits must be based on records that accurately reflect the work performed and comply with the established policies and practices of the organization. 2 CFR §200.430 (Compensation - personnel services) and 2 CFR §200.431 (Compensation - fringe benefits)

The use of percentages is not allowable to claim personnel costs. Records to support claimed costs in this category need to include timesheets or time and effort reports that record actual time charged to allowable grant program activities and signed by a supervisor. When necessary and as an alternative, payroll records may reflect certified after the fact work distribution of an employee's actual work activities. The certification statement must reflect the dates and number of hours charged to the award and the specific activities that were completed. The certification statement must be dated and signed by the supervisor, and the grant number must also be included in the statement.

11 Consultant Rates

The threshold for consultant rates is \$650 per day. Rates above this threshold will be considered on a case by case basis, with sufficient budget justification. Advanced approval is required.

12 Supplanting

Supplanting is the use of grant funds to replace state or local funds which were previously appropriated/budgeted for, or otherwise would have been spent on, the specific purpose(s) for which this subaward has been awarded. Any line item paid for with Office grant funds must be used to supplement your organization's existing budget, and may not replace any funds that were already included in your entity's existing or projected budget.

13 Budgeted Match Above Standard Requirements

The subrecipient's acceptance of this subaward constitutes a commitment that the budgeted match (if applicable), as stated on the Award Acceptance Form, may be above the standard requirements and will remain so throughout the life of the award. The subrecipient agrees that the required match (if applicable) will be allotted and relative expenditures reported, for each quarterly reporting period in which they are expended. It is further agreed that the full amount of the budgeted match (if applicable and over match if submitted) will be reported regardless of any subsequent adjustments to the grant funds budgeted and/or any financial modifications to this subaward. Any requested change to this match (if applicable) must be submitted electronically in the GMS through a GAN request and is subject to prior approval by the Office.

14 Expended Grant Funds During Award Period

All grant funds related to the subaward project, as well as any required match funds (if and where applicable) must be encumbered, obligated (requisitions, purchase orders, or contracts, which are negotiated purchases) or expended (payment of an invoice) by the end of the subaward period or any pre-authorized extension thereof. Failure to expend encumbered funds within 30 calendar days following the End Date of the award period may jeopardize reimbursement and/or result in the deobligation of funds. In that event, remaining obligations will be the sole responsibility of the subrecipient.

15 Property Inventory Report Form

The submission of the Property Inventory Report Form (PIRF) is a requirement for each financial reimbursement request that includes equipment with acquisition costs of \$5,000 or more per unit, that is approved under this subaward. The form is included in the Project Director's award package. Body Armor subawards (BARM and BPVP) are additionally referred to their Special Conditions for the required PIRF, all other conditions remain the same.



GOCCP Regional Monitor:
GOCCP Fiscal Specialist:

Archer, Emily
Maddox, Dana

Governor's Office of Crime Control and Prevention

Grant Award - General Conditions

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Project Title:	WCSO FY24 Recruitment & Retention		

16 Procurement

If the subrecipient does not have written procurement guidelines, the subrecipient must refer to the State of Maryland Procurement Policy and Procedures, which includes the consideration of Minority Business Enterprises (MBE). An overview of Maryland Procurement may be accessed here: <https://procurement.maryland.gov/> and the manual can be found here: <https://procurement.maryland.gov/maryland-procurement-manual-1-introduction-and-general-overview/>.

17 Issuance of Request for Proposals, Bids, Procurement Process

When issuing requests for proposals, bid solicitations, or other procurement requests, all subrecipients shall clearly state within said document that the cost of the potential purchase is being funded in part, or in its entirety, with government grant funds.



Governor's Office of Crime Control and Prevention

Grant Award - General Conditions

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18 Modifications to Subaward

You are required to submit a GAN if the budget modification changes the scope of the project, the project award period, and/or changes to Project Director or Fiscal Officer. This would include altering the period of performance, goals, activities and/or outcomes, adding budget line items, authorizing use of a subcontractor or other organization that was not identified in the original approved budget, or contracting for or transferring of grant award efforts; or if a budget modification affects more than one budget category. For example, if you wish to transfer funds between the Equipment and Personnel categories, the Office currently requires the submission of a GAN.

Requests for changes or modifications must be submitted electronically in the GMS at least 30 calendar days prior to the end of the award through a GAN and approved by the Office prior to the occurrence. To be clear, the activity may not take place until the Authorized Official and/or the Project Director receives documented approval from the Office. This approval will come via an automated email from the GMS. These changes may not be requested via telephone, fax, or email.

There are limited subaward adjustments that do not require the submission of a GAN. Subrecipients are not required to submit a GAN if the proposed changes are within both the same budget category and existing line items and if the overall changes do not exceed the total budget category (i.e. you are not requesting additional funding). Additionally, subrecipients are not required to submit a GAN to change the name(s) of approved grant funded personnel as a result of staffing changes. subrecipients should update the Program Fund Manager of staffing changes via email or by including this information on the next quarterly progress reports. See the Grant Management System Help Documents area of the Office website for more information.

The recipient should act as soon as possible to submit an GAN via the GMS. All GANs must be submitted at least 30 days prior to the end of the award period, allowing the Office sufficient time to review the GAN. Exceptions for GANs within 30 days of the end of the award period will be considered on a case by case basis. Requests for an exception must be submitted via email to the Program Fund Manager with sufficient justification for the consideration of completion of the GAN administratively by the Program Fund Manager.

There are two types of GANs as follows:

1. General GAN - must be submitted to make any type of non budgetary change to a grant to include, but not limited to, project scope, changes to the period of performance, and personnel changes.
2. Budget GAN - must be submitted to make any changes to line items within the budget to include, but not limited to, reallocating funding, adding budget line items, deobligating funds, and requesting additional funding.

Depending on the adjustments requested, the subrecipient may need to submit a general and/or a budget GAN; however only one GAN of each type may be active in the GMS at a time.

GANs must be completed by one of the following authorized personnel: authorized official, project director, the fiscal officer, or pre-approved alternative authorized signatory. GANs submitted by anyone else will be returned to the subrecipient.



Governor's Office of Crime Control and Prevention

Grant Award - General Conditions

Grant Award Number:	PRAR-2024-0024	Sub-Recipient:	Worcester County Board of County Commissioners
Award Period:	07/01/2023 - 06/30/2024	Implementing Agency:	Worcester County Sheriff's Office
Project Title:	WCSO FY24 Recruitment & Retention		

19 Authorized Official/Alternate Authorized Official

The Authorized Official must possess the authority to enter into a legal agreement on behalf of the entity and bind it to the award terms and conditions. The Authorized Official on the submitted application is the County Executive, Duly Authorized Official of the local unit of Government, Mayor, Commissioner, Town Administrator (if confirmed), President (if confirmed), or if agencies are permitted to apply directly, the head of the agency receiving the subaward.

If there is a change of the person in the Authorized Official position, a letter, on letterhead, must be submitted to the Office via email at support@goccp.freshdesk.com and contain all of the following:

1. Authorized official's contact information: All of the contact information listed on the new user page (name, title, organization, address, phone, email, etc.) for the new authorized official.
2. Statement of authority: The new authorized official must state that they are the authorized official for the organization and provide their job title and the date on which they assumed the role of authorized official.
3. Signature of the new authorized official.

The Alternate Authorized Signatory is not the same as the Authorized Official. The Alternate Authorized Signatory is a person permitted to sign on behalf of the Authorized Official (county executive, mayor, town administrator, president); Authorized Point of Contact (head of any sub-unit of government, agency, division, department, or bureau); Project Director and/or Fiscal Officer. To authorize an alternate signatory, the person granting authorization for another party to sign on their behalf must follow the three steps documented above. The purpose of the request must be acknowledged in the letter (e.g. sign all award documents at all times, change of personnel, in case of illness, vacation, leave of absence, etc.). If authorization is to sign all award documents at all times please attach a copy, if applicable, of an Executive Order, or the vote from Council minute meetings.

Subrecipients may use the same directions above to make additional updates to the Alternative Authorized Signatory to include, but not limited to, removal of personnel no longer authorized to make grant changes on behalf of the organization.

20 Issuance of Statements, Press Releases, or Other Documents - GOCPYVS role

When issuing public statements, press releases, or other documents relating to this project or when conferences, seminars, workshops, or forums are held in reference to this project, the subrecipient agrees that the source of funding of this project and the role of the Office must and will be clearly acknowledged. The subrecipient will ensure that all publications resulting from this project will have the following language on the publication: "The Governor's Office of Crime Prevention, Youth, and Victim Services funded this project under subaward number BJAG-2009-9000 (your subaward number). All points of view in this document are those of the author and do not necessarily represent the official position of any State or Federal agency."

21 Reproduction and Sharing of Subaward and Project Materials

The Office has the right to reproduce, with attribution, and share any and all materials and documents generated as a result of this subaward and project.

22 Online Reporting and Post-Award Technical Assistance

All subrecipients are required to view the Office's Grants Management System (GMS) Training Videos, which can be accessed at: <http://goccp.maryland.gov/grants/gms-help-videos/>. These videos provide step-by-step guidance through the online system, from application to reporting. If you require technical assistance relative to the online GMS Reporting software during business hours you may contact the Office IT Staff at support@goccp.freshdesk.com.



Governor's Office of Crime Control and Prevention

Grant Award - General Conditions

Grant Award Number:	PRAR-2024-0024	Sub-Recipient:	Worcester County Board of County Commissioners
Award Period:	07/01/2023 - 06/30/2024	Implementing Agency:	Worcester County Sheriff's Office
Project Title:	WCSO FY24 Recruitment & Retention		

23 Privacy and Confidentiality of Client Records

The subrecipient must comply with federal regulations and state laws concerning the privacy and confidentiality of client records, including statistical information gathered for research purposes.

24 Use of GOCPYVS forms

All Governor's Office of Crime Prevention, Youth, and Victim Services' required forms must be generated electronically through the web-based Grants Management System (GMS). Only applications and/or reports that are in "Submitted" status online will be reviewed and considered.

25 Online Submission of Quarterly Report Forms inline with Project Scope

The subrecipient must implement the project in accordance with the approved narrative and budget set-forth in the subaward.

All Quarterly Report Forms (Progress Reports, Performance Measurements, and Financial Reports) must be submitted via the Office web-based Grants Management System (GMS). In accordance with policy, the Office may freeze the release of funds until a subrecipient is current in the filing of all programmatic and financial reports and said reports have been approved by the Office.

PROGRAM REPORTS: Progress Reports and Performance Measurements must be submitted via the GMS on a quarterly basis. Additionally, federal required reports, as applicable to include the Performance Measurement Tool (PMT), are due no later than 15 calendar days after the end of each quarter. This due date is prior to the submission of relative quarterly financial reports. Financial reports submitted with Programmatic reports cannot be processed for payment until programmatic reports are in "Submitted" status online. Where the start date of any subaward may vary, the quarterly time frames are constant. Those time frames and the relative due dates are:

- 07/01 - 09/30: reports due 10/15
- 10/01 - 12/31: reports due 01/15
- 01/01 - 03/31: reports due 04/15
- 04/01 - 06/30: reports due 07/15

In addition the Office may require an Annual Progress Report which would be documented in the Special Conditions. This information will be used to monitor and assess the program to determine if it is meeting the stated goals and objectives, supports the State Crime Control and Prevention Strategy Plan and complies with federal requirements. Failure to submit these reports in the prescribed time may prevent the disbursement of funds.

FINANCIAL REPORTS: The Financial Report form must be electronically submitted within 15 calendar days after the end of each quarter. The Award Acceptance, Project Commencement, Progress and Performance Measurement Reports must be submitted prior to processing the quarterly financial report. If the above noted documents and program reports have not been submitted within the required time frame, financial reports may be denied and returned. Where the start date of any subaward may vary, the quarterly time frames are constant. Those time frames and the relative due dates are:

- 07/01 - 09/30: reports due 10/15
- 10/01 - 12/31: reports due 01/15
- 01/01 - 03/31: reports due 04/15
- 04/01 - 06/30: reports due 07/15

There are two exceptions to the above timeline. The first, is if a subaward does not end at the end of a quarter. The second is for nonprofit agencies that qualify for and have been granted monthly reimbursement for a particular subaward. In these instances, the financial report is due on the 15th of the following month.



Governor's Office of Crime Control and Prevention

Grant Award - General Conditions

Grant Award Number:	PRAR-2024-0024	Sub-Recipient:	Worcester County Board of County Commissioners
Award Period:	07/01/2023 - 06/30/2024	Implementing Agency:	Worcester County Sheriff's Office
Project Title:	WCSO FY24 Recruitment & Retention		

26 Submission of Revised Financial Report

The Final Financial Report must be submitted no later than 15 calendar days from the end of the final reporting period. If the initial 15 calendar day submission is not your actual final report for the reporting period, the subrecipient must email the Fiscal Specialist and copy the Program Manager stating that the report is not final at the same time that the financial report is submitted electronically, which is no later than 15 calendar days from the end date of the reporting period. Submission of a "Final/Revised" report must be emailed to the Office staff described above and uploaded into the Grants Management System (GMS) for this particular subaward no later than 30 calendar days after the end of the reporting period. Revisions are a manual process that require the subrecipient to make corrections on a copy of the previously electronically submitted 15 day report, with the words "Final/Revised" labeled across the top. Additionally, the "Final/Revised" submission document must include the dated signatures from the authorized agency representative. The corrections must be actual expenditures, not the variance. At the end of the subaward period, the Office reserves the right to complete an administrative closeout and deobligate remaining funds on any subaward that does not comply with this requirement.

27 Failure to Submit Reports within allotted time frames

Failure to submit any report within the allotted time frame(s) noted in the above conditions, or any pre-authorized extension thereof, may result in the delay or prevention of payment, and/or the deobligation of funds. If late reporting occurs, the expenditure or obligation may become the responsibility of the subrecipient.

28 Holding Funds

In accordance with policy, the Office will hold the release of funds until a subrecipient is current in the filing of all reports, submission of documentation, and have resolved any remaining issues.

29 Monitoring Expenditures

In order to verify the appropriateness of all grant fund related expenditures, the Office staff will monitor the use of grant funds as reported by subrecipients. Back-up documentation must be maintained on-site, be available upon request, correlate with the mandatory quarterly reporting, and be maintained as necessary to provide that obligations under this subaward and other such standards as they apply are being met. The Office, fund source agencies, State Legislative Auditors, or any State or Federal authorized representatives must have access to any documents, papers, or other records of recipients which are pertinent to the award, in order to make audits, examinations, excerpts, and transcripts. Please also see the General Condition on Records Retention.

30 Records Retention

Retain all financial records, supporting documents, statistical records, and all other records pertinent to the award for a period of 3 years from the date of submission of the final programmatic and financial reports. Retention is required for purposes of examination and audit. Records may be retained in an electronic format. Please also see the General Condition on Monitoring Expenditures and 2 C.F.R. 200.333 regarding federal requirements.



Governor's Office of Crime Control and Prevention

Grant Award - General Conditions

Grant Award Number:	PRAR-2024-0024	Sub-Recipient:	Worcester County Board of County Commissioners
Award Period:	07/01/2023 - 06/30/2024	Implementing Agency:	Worcester County Sheriff's Office
Project Title:	WCSO FY24 Recruitment & Retention		

31 Termination of Subaward

The performance of work under this award may be terminated by the Office in accordance with this clause in whole, or in part, whenever the Office determines that such termination is in the best interest of the State. If the subrecipient fails to fulfill obligations under this award properly and on time, or otherwise violates any provisions of the subaward, the Office may terminate the award by written notice to the subrecipient. The notice shall specify the acts or omissions relied upon as cause for termination. All finished or unfinished supplies and services provided by the subrecipient shall become Office property. The Office will pay all reasonable costs associated with this program that the subrecipient has incurred prior to the date of termination, and all reasonable costs associated with the termination of the subaward. When an award is terminated or partially terminated, the awarding agency or pass-through entity and the recipient or subrecipient remain responsible for compliance with the requirements in 2 C.F.R. § 200.343 (Closeout) and 2 C.F.R. § 200.344 (Post-closeout adjustments and continuing responsibilities).

32 Civil Rights Discrimination

The subrecipient affirms that it shall not discriminate in any manner against any employee, applicant for employment, or clients of services, because of race, color, religion, creed, age, sex, marital status, national origin, ancestry, sexual orientation, pregnancy, physical or mental handicap, or limited English proficiency, so as reasonably to preclude the performance of such employment and/or services provided. The subrecipient also agrees to include a provision like that contained in the preceding sentence for any underlying sub-contract, except a sub-contract for standard commercial supplies or raw material. The subrecipient must have a non-discrimination poster, publicly displayed, acknowledging that the entity does not discriminate and provides an avenue for employees, program beneficiaries, and any relative vendors. Formal complaints may be submitted online at Maryland Commission on Civil Rights: <https://mccr.maryland.gov/>; (410)767-8600; U.S. Department of Justice, Office of Justice Programs, Office for Civil Rights :<https://www.ojp.gov/program/civil-rights/filing-civil-rights-complaint>; (202) 307-0690, United States Equal Employment Opportunity Commission: <https://www.eeoc.gov/>; (800) 669-4000. Additionally, a complaint may be reported utilizing the form located on our website at <http://goccp.maryland.gov/grants/civil-rights-compliance/>. Also see the General Conditions related to Civil Rights Federal Reporting Requirements and Applicable Statutorily-imposed Nondiscrimination Requirements.

33 Proof of Applicable Audit Regulations - On Site

All subrecipients must have proper documentation to present to the Office upon request, to prove compliance with the Audit Regulations that apply. Local and State governments must have proof that they had an annual audit and submitted said audit to the State Legislature in September of the year of their subaward. Non-Profit Organizations must follow guidance located on the Maryland Secretary of State's website under the Charitable Division, located here: <https://sos.maryland.gov/Charity/Pages/Instructions.aspx>.

34 Single Audit Requirement

If your entity spends \$750,000 or more per fiscal year in federal funds, a Single Audit is required in accordance with 2 CFR §200.514. If the audit discloses findings on Office grants, provide a copy of the report so that we may issue a management decision for audit findings pertaining to the Federal award provided to the subrecipient from the pass-through entity as required by §200.521

35 ACORN

The subrecipient agrees and understands that it cannot use any grant funds, either directly or indirectly, in support of any contract or subaward to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries.



Governor's Office of Crime Control and Prevention

Grant Award - General Conditions

Grant Award Number:	PRAR-2024-0024	Sub-Recipient:	Worcester County Board of County Commissioners
Award Period:	07/01/2023 - 06/30/2024	Implementing Agency:	Worcester County Sheriff's Office
Project Title:	WCSO FY24 Recruitment & Retention		

36 Reporting Fraud, Waste and Abuse

The subrecipient must promptly report any credible evidence of fraud, waste, abuse and similar misconduct with grant funding.

37 OJP Financial Guide

In addition to the Office's General Conditions (Post Award Instructions) and Special Conditions, the subrecipient agrees to comply with the financial and administrative requirements set forth in the current edition of the Office of Justice Programs (OJP) Financial Guide where applicable, and to abide by any other terms and conditions imposed by the Office. The financial guide may be accessed at the following web URL:
http://www.ojp.usdoj.gov/financialguide/PDFs/OCFO_2013Financial_Guide.pdf

38 Food and Conference Costs

On October 21, 2011 the U.S. Department of Justice, Office of Justice Programs, Office of the Assistant Attorney General issued a memorandum to all Office of Justice Programs Grantees and Contractors regarding enacted conference costs and reporting requirements. In order to follow the federal guidelines, the Office will not approve any food and/or beverage costs associated with meetings, training, conferences, and/or other events. All conference costs will be thoroughly examined for compliance with the federal requirements. This restriction does not impact direct payment of per diem amounts to individuals in a travel status under your organization's travel policy. The Office may consider exceptions to this General Condition for non-federal funded grants.

39 Applicable Statutorily-imposed Nondiscrimination Requirements

Subrecipients will comply (and will require any subrecipients or contractors to comply) with any applicable statutorily-imposed nondiscrimination requirements, which may include § Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d; Omnibus Crime Control and Safe Streets Act of 1968, as amended, 34 U.S.C. §§ 10228(c) & 10221(a); Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794; Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681; Title II of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12132; Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102; Juvenile Justice and Delinquency Prevention Act of 1974, as amended, 34 U.S.C. § 11182(b); Victims of Crime Act of 1984, as amended, 34 U.S.C. § 20110(e); Violence Against Women Act of 1994, as amended, 34 U.S.C. § 12291(b)(13); and Partnerships with Faith-Based and Other Neighborhood Organizations, (28 CFR Part 38).

40 DUNS and SAM.Gov Requirements

Throughout the entire period of the grant, the subrecipient must maintain a valid unique identifier (currently DUNS Number) and current registration with SAM.Gov. A DUNS number is a unique nine-digit sequence recognized as the universal standard for identifying and keeping track of entities receiving federal funds. It is provided by the commercial company Dun and Bradstreet. SAM is the repository for certain standard information about federal financial assistance applicants, recipients, and subrecipients.

Access to SAM.GOV: <https://sam.gov/SAM/>

41 Computer Equipment/Program/Network Procurement

No award funds may be used to maintain or establish a computer network unless such network prohibits the viewing, downloading, and exchanging of pornography, and nothing limits the use of funds necessary for any Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.



Governor's Office of Crime Control and Prevention

Grant Award - General Conditions

Grant Award Number:	PRAR-2024-0024	Sub-Recipient:	Worcester County Board of County Commissioners
Award Period:	07/01/2023 - 06/30/2024	Implementing Agency:	Worcester County Sheriff's Office
Project Title:	WCSO FY24 Recruitment & Retention		

42 Hire within 45 days

All project personnel supported with grant funding must be hired within 45 calendar days of receipt of the grant award package. Any delays in hiring must be reported in writing within 30 calendar days of receipt of the grant award package. If project personnel are not hired within 45 calendar days, project personnel allocations may be de-obligated at the discretion of the Office.

43 No distracted Driving While Performing Program Duties

Subrecipients are to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

44 Services to those with Limited English Proficiency

The subrecipients are obligated to provide services to Limited English Proficient (LEP) individuals. Refer to the DOJ's Guidance Document. This regulation may be accessed at: <https://www.lep.gov/>.

State Government Article, Subtitle 11- Equal Access to Public Services for Individuals with Limited English Proficiency, §§10-1101—10-1105, Annotated Code of Maryland.

45 Drug-Free Workplace Requirements

Subrecipients are subject to the applicable requirements regarding the state and federal drug free workplace requirements. The state's policy can be found here: State of Maryland Substance Abuse Policy – <https://dbm.maryland.gov/employees/Documents/Policies/SubstanceAbusePolicy.pdf>. The Federal Government-wide Requirements for Drug-Free Workplace (Grants) is codified at 28 C.F.R. Part 83.

46 Office Name Change Effective 1.1.2020

Any reference to the Governor's Office of Crime Control and Prevention or GOCCP should now be referenced as the Governor's Office of Crime Prevention, Youth, and Victim Services (Office) per Executive Order 01.01.2020.01.



Regional Monitor:
Fiscal Specialist:

Archer, Emily
Maddox, Dana

Governor's Office of Crime Control and Prevention

Grant Award - Special Conditions

Grant Award Number:	PRAR-2024-0024	Sub-Recipient:	Worcester County Board of County Commissioners
Award Period:	07/01/2023 - 06/30/2024	Implementing Agency:	Worcester County Sheriff's Office
Project Title:	WCSO FY24 Recruitment & Retention		

1 General Conditions

This grant award is subject to the General Conditions (POST AWARD INSTRUCTIONS) found on the GOCPYVS website (<http://www.goccp.maryland.gov/grants/general-conditions.php>). The aforementioned General Conditions/Post Award Instructions are REQUIRED to be reviewed, should be printed for your reference and are subject to change without written notice.

In addition, the Tips and Guidance page is provided as a resource on the GOCPYVS website (<http://goccp.maryland.gov/grants/tips-and-guidance/>) to address frequently asked questions.

2 GOCPYVS support must be noted in any press releases, brochures, materials or RFPS related to this sub-award.

"The Governor's Office of Crime Prevention Youth and Victim Services funded this project under sub-award number BJAG-2009-9000 (your sub-award number). All points of view in this document are those of the author and do not necessarily represent the official position of any State or Federal agency."

3 All financial and programmatic information and receipts/back-up documentation must be retained for monitoring and auditing purposes during and after the funding period and be made available upon request.

4 Final quarterly programmatic reports indicating progress towards the attainment of each program/project objective must be submitted no later than 15 calendar days from the End Date of the sub-award. Financial reports will not be processed unless Programmatic Reports are in "submitted" status in the GMS.

The FINAL Financial Report must be submitted no later than 30 calendar days from the End Date of this sub-award.

If the initial 30 calendar day submission is not your actual FINAL report, send an email to the Fiscal Specialist so that the GMS can be noted.

Submission of a "Not Final" report will require a "Final/Revised" report to be submitted no later than 60 calendar days after the End Date of the sub-award. Revised reports may only be submitted if an initial 30 calendar day report was submitted as required. ALL Final financials must be submitted within the 60 days or GOCPYVS reserves the right to complete an administrative closeout on this grant award and de-obligate all remaining funds.

Revisions are a manual process that requires hand written corrections on a copy of the previously submitted 30 day report, with the word "FINAL" written in red ink. The corrections must be actual expenditures, not the variance. New signatures and current dates are required in blue ink. The revised report can be mailed, emailed, or delivered.

5 A copy of all contracts associated with line items listed in the Contractual Services category must be submitted to GOCPYVS by uploading contract under the document tab of the award.

6 If the SAM.gov account expires anytime during the life of the grant, GOCPYVS reserves the right to stop all activity / payments on the grant until the account is made current.

7 All awardees will be required to submit a detailed fiscal year-end report that reflects the overall successes that were accomplished through the use of these grant funds. The report must be in a written narrative format that describes in detail how law enforcement staffing has changed and provides a comparison of the recruitment and retention efforts over the previous year. Specifically, agencies must provide the retention rate and the average number of new hires prior to this funding, and after as a result of this funding. This fiscal year-end report will be due by July 15th and must also be uploaded into the online grants management system under the documents tab of the award.

Initial _____



Regional Monitor:
Fiscal Specialist:

Archer, Emily
Maddox, Dana

Governor's Office of Crime Control and Prevention

Budget Notice

Grant Award Number:	PRAR-2024-0024	
Sub-recipient:	Worcester County Board of County Commissioners	
Project Title:	WCSO FY24 Recruitment & Retention	
Implementing Agency:	Worcester County Sheriff's Office	
Award Period:	07/01/2023 - 06/30/2024	CFDA: State General Fund


Funding Summary	Grant Funds	100.0 %	\$20,000.00
	Cash Match	0.0 %	\$0.00
	In-Kind Match	0.0 %	\$0.00
	Total Project Funds		\$20,000.00

Equipment

Description	Funding	Quantity	Unit Cost	Total Budget
Recruitment Video	Grant Funds	1	\$8,500.00	\$8,500.00
Website Design	Grant Funds	1	\$5,600.00	\$5,600.00
Equipment Total:				\$14,100.00

Other

Description	Funding	Quantity	Unit Cost	Total Budget
Biodegradable bags	Grant Funds	2146	\$0.50	\$1,073.00
Carpet logo mat 4'x4'	Grant Funds	1	\$318.00	\$318.00
Laptop	Grant Funds	1	\$1,709.00	\$1,709.00
Laptop Case	Grant Funds	1	\$45.00	\$45.00
Recruitment Flyer	Grant Funds	1	\$925.00	\$925.00
Retractable banner	Grant Funds	1	\$150.00	\$150.00
Thumbdrives	Grant Funds	150	\$5.50	\$825.00
TV Monitor 32"	Grant Funds	1	\$525.00	\$525.00
TV Monitor Travel Case	Grant Funds	1	\$330.00	\$330.00
Other Total:				\$5,900.00

Approved: 

 Governor's Office of Crime Control and Prevention Authorized Representative

Effective Date: 7/26/2023



Governor's Office of Crime Control and Prevention

Control Number: 46180

Regional Monitor: Archer, Emily

Fiscal Specialist: Maddox, Dana

Submitted Date:

Programmatic Reporting

Grant Award Number:	PRAR-2024-0024	
Sub-recipient:	Worcester County Board of County Commissioners	
Project Title:	WCSO FY24 Recruitment & Retention	
Implementing Agency:	Worcester County Sheriff's Office	
Award Period:	07/01/2023 - 06/30/2024	CFDA: State General Fund

The information collected on this form helps us measure the progress you are making in achieving your project's goals and objectives. It also helps us determine what, if any, technical assistance you may need in implementing your project.

Performance Measures (6)

1	Number of sworn officers who received PRAR recruitment incentives during this quarter.	
2	Number of sworn officers who received PRAR retention incentives during this quarter.	
3	Number of sworn officer vacancies at the beginning of this quarter.	
4	Number of sworn officer vacancies at the end of this quarter.	
5	Number of sworn officers who resigned during this quarter.	
6	Number of sworn officers who retired this quarter	

Progress Report Questions (6)

1	Describe barriers/challenges to implementing or completing any of the objectives. Include corrective actions taken or planned to overcome described barriers (include timeline). Are there any obstacles or barriers that could prevent you from expending all grant funds? Please include any requests for technical assistance needed.
2	If no funds or minimal funds (less than 25%) were expended during this reporting period provide an explanation as to why and when you anticipate requesting funds. Your detailed explanation should address each budget category.
3	Please explain the activities that have been planned for the upcoming quarter to include dates and a brief summary of each.
4	Explain in detail how this program has increased and retained patrol officers during this reporting period. Include the total number of newly hired officers and that number of officers retained through use of incentives.
5	Per the special condition a "Fiscal Year-End Narrative Report" is due July 15th of the current award cycle. Has this task been completed and uploaded? If, not explain why

6	Please provide a detailed narrative describing how the quarterly performance measures report numbers are collected and what method or system is currently used to track them.
---	---

Signed: _____ **Date:** _____

Project Director - DeGiovanni, Jennifer (Project Director is preferred, Fiscal Contact or Authorized Official if Project Director is unavailable)

Printed Name: _____ **Phone:** _____

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, Deputy Chief Administrative Officer
FROM: Christopher S. Clasing, P.E., Deputy Director *chs cf*
DATE: August 8, 2023
SUBJECT: Water & Wastewater Division – Small Project Agreement
Triple Crown Phase II

Enclosed for Commissioner review and approval is a Small Project Agreement for the Triple Crown Phase II project. This project will extend public water and sewer service via the Ocean Pines Service Area to a total of 30 additional single-family homes in the community.

The design drawings prepared for this project are complete and the project is ready for construction. As with similar small projects, we have required Triple Crown Estates LLC to complete the attached standard agreement to demonstrate compliance with County Code, specifically, PW5-307.

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

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

Attachments

CC: Dallas Baker, Jr., P.E., Director
Tony Fascelli, Water & Wastewater Superintendent

WORCESTER COUNTY
SMALL PROJECT
WASTEWATER AND/OR WATER AGREEMENT
Reference PW5-307 Code of Public Local Laws of Worcester County

THIS AGREEMENT made this 8 day of August, 2022, by and between THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, in the capacity of the governing body of Worcester County Public Works, hereinafter called "Service Area" and Triple Crown Estates LLC, hereinafter called "Developer." The parties hereto do hereby agree as follows:

A. PROJECT Triple Crown Estates Phase-2 hereinafter called "Facilities."

B. LOCATION PROPERTY

Properties affected by this agreement are more particularly described as follows:
Deed Reference 5856/382 & 2666/581 Tax Map 21 Parcel 67 & 74

C. SERVICE TO BE PROVIDED

3" HDPE Force Main, 2" HDPE Force Main, 8" C-900 PVC Water Main

D. LEGAL REQUIREMENTS AND PROCEDURE

Developer shall:

1. Upon the execution hereof, deed to Service Area, free and clear of all liens and encumbrances, by special warranty deed: all fee simple parcels and easements required for the operation and construction of Facilities and provide an acceptable title certificate signed by a Maryland attorney.
2. Provide plans as required by Service Area which must be satisfactory to Service Area prior to commencement of construction.
3. In cooperation with Service Area, secure all necessary permits for the benefit of Service Area and transfer the same to the Service Area.
4. Provide any construction bond required by applicable law regulation.
5. Commence construction of Facilities by July 2023 complete construction by July 2024 and Construct Facilities to the satisfaction of Service Area in accordance with all required permits to all applicable standards as established by Service Area.
6. Upon completion of Facilities and final inspection, approval and acceptance by the Service Area transfer all portions of the Facilities not already property of the Service Area free and clear of all liens and encumbrances at which time Service Area shall assume operational control of the Facilities.
7. Post such cash deposits as required by Service Area to provide for operation for not less than one year of operational costs of Facilities.
8. Provide lien releases or evidence of full and final payment to all contractors, engineers and suppliers as required by Service Area.

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

E. SPECIAL REQUIREMENTS _____

F. CONSTRUCTION AGREEMENTS

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

G. CHARGES, COSTS, FEES AND EXPENSES

1. Developer shall pay all costs, fees and expenses of Service Area in performing of this agreement including without limitation, permit fees and costs incurred by Service Area in processing and oversight of the construction of Facilities. Those fees are costs are estimated to be \$602,293.18.
2. A deposit in escrow for costs, fees and expenses of Service Area in the amount of \$ 2,500 shall be made by Developer upon signing and such account maintained as required by Service Area pending acceptance by Service Area.
3. Upon completion and acceptance of the Facilities and the commencement of operation thereof, Developer shall commence payment of standard charges imposed within the service area in which the service is provided.

H. EXCESS CAPACITY-OWNED BY SERVICE AREA

1. Facilities are designed and intended to serve Thirty (30) EDU's from Ocean Pines Sanitary Sewer District
2. Any excess capacity of Facilities or of any modification or addition thereto shall be the property of Service Area and shall belong to Service Area. There shall be no recoupment of costs of construction, expenses, fees, operation or installation of Facilities by Developer unless as specifically set forth herein or in a separate written agreement between the parties.

I. MISCELLANEOUS PROVISIONS

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

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

SERVICE AREA

Witness


County Commissioners of Worcester County, Maryland

 Weston Young, P.E.
 Chief Administrative Officer

 (SEAL)
 Anthony W. Bertino Jr., President

Witness:



DEVELOPER


 G. Marvin Steen, President
 Print Name and Capacity

(Print Name)

 (SEAL)
 Signature

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 Administrative Officer
FROM: Dallas Baker Jr., P.E., Director *Dallas Baker Jr*
DATE: August 9, 2023
SUBJECT: Citizen Scrap Tire Drop Off Day

Public Works – Solid Waste Division, Recycling Group is requesting Commissioner approval to schedule the annual Citizen Scrap Tire Drop Off Day for Saturday, October 7, 2023 at the Worcester County Central Landfill. The event is being coordinated by Maryland Environmental Service (MES) and Maryland Department of the Environment (MDE). This is a free event to citizens with the County being reimbursed by MDE up to \$29,900 for expenses related to the disposal of the tires. Citizens will be able to drop off their tires between the hours of 8 am and 1 pm. This event is for Worcester County residents only and is not open to any area businesses. Only passenger and light truck tires will be allowed. No agricultural tires will be accepted. Participating residents will be permitted to deliver up to a maximum of ten (10) scrap tires per vehicle, with one trip per resident limit. Advertising will appear in the county's newspapers, as well as The Daily Times.

The attached Intergovernmental Agreement has been developed by MES and will need to be signed/executed by both MES and Worcester County. It has been reviewed by the County Attorney.

Please let me know if there are any questions.

Cc: David Candy, Landfill Superintendent
 Bob Keenan, Recycling Manager
 Chris Clasing, Deputy Director

**CITIZEN SCRAP TIRE DROP-OFF DAY EVENT
INTERGOVERNMENTAL AGREEMENT**

MES Contract No. 2-24-4-17

THIS INTERGOVERNMENTAL AGREEMENT (this “Agreement”), made this _____ day of _____ 2023 (“Effective Date”), by and between the **Maryland Environmental Service** (hereinafter "MES"), and **Worcester County Maryland** (hereinafter "County") (hereinafter collectively, the “Parties” and individually a “Party”)

WITNESSETH:

WHEREAS, the Maryland General Assembly, by Chapter 640 of the Laws of Maryland 1991, established a Scrap Tire Recycling System; and

WHEREAS, MES is responsible for establishing the Scrap Tire Recycling System statewide which includes components for recycling scrap tires; and

WHEREAS, MES and the County have agreed to enter into this Agreement to sponsor a Citizen Scrap Tire Drop-Off Day Event (hereafter referred to as the “Event”) to recover and dispose of scrap tires deposited at the County designated facilities by County residents on the designated day of the County event; and

WHEREAS, MES and the County have each agreed to provide certain services at no expense contingent upon adequate funding being provided by the Maryland Department of the Environment (“MDE”); and

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained the parties agree as follows:

1. PURPOSE OF AGREEMENT

The purpose of this Agreement is to implement a Citizen Scrap Tire Drop-Off Day Event for County residents to dispose of the scrap tires that they have accumulated on their properties at no cost to the residents.

2. COUNTY RESPONSIBILITIES

The County shall furnish all supervision, labor, materials, and equipment necessary to perform the responsibilities set forth in the Scope of Work, attached hereto as Attachment A, and expressly incorporated into and made a part of this Agreement. The County’s responsibilities include but are not limited to providing the site for the Event, staffing the site, providing labor and/or equipment to load scrap

INTERGOVERNMENTAL AGREEMENT BETWEEN
MARYLAND ENVIRONMENTAL SERVICE and
WORCESTER COUNTY MARYLAND
FOR CITIZEN SCRAP TIRE DROP-OFF DAY EVENT
Page 2 of 5

tires into transportation vehicles, and arranging for the recycling or disposal of the scrap tires, all at the County’s own expense.

3. MES RESPONSIBILITIES

MES shall provide supervision, labor, materials, and equipment necessary to perform the MES responsibilities as described in the Scope of Work (identified as Attachments A) and expressly incorporated into and made a part of this Agreement. MES responsibilities include but are not limited to coordinating Event execution with the County, providing an Event summary report to MDE and reimbursing the County for the cost of transportation and disposal of scrap tires collected during the Event up to the dollar limit of the Event from funds provided by MDE.

4. TERM OF AGREEMENT

The term of this Agreement shall be from the Effective Date until **December 31, 2028**, unless terminated at an earlier date by either the County or MES. MES obligations under this Agreement are contingent upon the receipt of funding from MDE.

5. PRINCIPAL CONTACTS

The principal administrative contacts for this Agreement are:

MES - Charles Peng
Senior Engineer
259 Najoles Road
Millersville, MD 21108
443-883-0837
cpeng@menv.com

COUNTY - Bob Keenan
Recycling Manager
Worcester County Government
Central Facility Landfill
7091 Central Site Lane
Newark, MD 21841
410-632-3177
bkeenan@co.worcester.md.us

6. MODIFICATIONS

Any modifications to this Agreement must be in writing and agreed to by both parties.

INTERGOVERNMENTAL AGREEMENT BETWEEN
MARYLAND ENVIRONMENTAL SERVICE and
WORCESTER COUNTY MARYLAND
FOR CITIZEN SCRAP TIRE DROP-OFF DAY EVENT
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7. SUBCONTRACTING

The County may not subcontract, assign or otherwise dispose of any portion of this Agreement except with the written consent of MES. Consent to subcontract, assign or otherwise dispose of any portion of the Agreement shall not be construed to relieve the County of any responsibility for fulfilling all the requirements of this Agreement.

Any and all subcontractors retained by the County or the MES in the course of performance of this Agreement, except for subcontractors which are agencies of the State of Maryland, shall indemnify and save harmless and defend the State of Maryland, the MES, the County and all of their respective representatives from all suits, actions, or claims of any character, brought on account of any injuries or damage sustained by any person or property in consequence of any work performed under this Agreement, either by the County or the MES or any subcontractor, or their respective employees, agents, or representatives. This responsibility is not to be deemed a waiver of any immunity that may exist in any action against the MES or the County.

8. RIGHT TO DATA, PUBLIC DISCLOSURE

Except as may be required by law, neither Party shall publicly disclose any data or information delivered under this Agreement without the prior approval of the other Party.

9. APPLICABLE LAW

This Agreement shall be governed by the laws of the State of Maryland, and the Parties expressly agree that the courts of the State of Maryland shall have exclusive jurisdiction to decide any question arising hereunder.

10. COMPLIANCE WITH LAWS

The County and the MES will observe and comply with the Federal, State and local laws and ordinances that affect, in connection with the Agreement, the work to be performed, those employed or engaged in connection therewith, any material or equipment used, or the conduct of the work itself.

11. INDEMNIFICATION

The County, to the extent permitted by law, shall protect, indemnify, and hold the MES and its officers, employees and agents harmless from and against all

INTERGOVERNMENTAL AGREEMENT BETWEEN
MARYLAND ENVIRONMENTAL SERVICE and
WORCESTER COUNTY MARYLAND
FOR CITIZEN SCRAP TIRE DROP-OFF DAY EVENT
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liabilities, actions, damages, claims, demands, judgments, losses, costs, expenses, suits or actions and attorneys' fees, for personal injury to, or death of, any person, or loss or damage to property, or contamination of or adverse affect to the environment, or any violation of governmental laws, regulations, caused solely by the acts, errors or omissions of the County, its agents, contractors or employees, in connection with or as a result of this Agreement or the performance of its obligations hereunder.

12. TERMINATION FOR CONVENIENCE

The performance of work under this Agreement may be terminated by either the MES or the County after 30 days prior written notice to the other Party.

INTERGOVERNMENTAL AGREEMENT BETWEEN
MARYLAND ENVIRONMENTAL SERVICE and
WORCESTER COUNTY MARYLAND
FOR CITIZEN SCRAP TIRE DROP-OFF DAY EVENT
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IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective representatives hereunder duly authorized, all as of the day and year first above written.

MARYLAND ENVIRONMENTAL SERVICE

Amanda Cooper
WITNESS

BY: Charles Glass
Charles C. Glass, Ph.D., P.E.
Executive Director

Approved as to form and legal
sufficiency this 25th day of
July, 2023.

Sean L. Coleman
Assistant Attorney General

WORCESTER COUNTY, MARYLAND

WITNESS

BY: _____

NAME: _____

TITLE: _____

Attachment A**SCOPE OF WORK
FOR THE
CITIZEN SCRAP TIRE DROP-OFF DAY EVENT****PURPOSE****Overview**

The Maryland Environmental Service (“MES”) and the participating County (the “County”) shall participate in the Citizen Scrap Tire Drop-Off Day Event (the “Event”) designed to collect scrap tires from Maryland County residents. Funding for the implementation of this Project including project management, media announcements and the transportation and responsible disposal of scrap tires is to be provided through the State Used Tire Cleanup and Recycling Fund administered by the Maryland Department of the Environment (“MDE”).

BACKGROUND**The Tire Fund**

In 1991, the Maryland General Assembly adopted the Scrap Tire Recycling Act (the “Act”) to address the problems associated with the environmentally responsible disposal of scrap tires in the State of Maryland. The law established the State Used Tire Cleanup and Recycling Fund, which is funded by the collection of an \$0.80 per tire fee on the sale of each new tire in the State, as amended effective April 1, 2005. MDE may use the Fund for projects to reduce, recover and recycle scrap tires in the State.

The Event

This Event is intended to aid State residents by providing a responsible disposal-alternative that is substantially free of charge for residents who have accumulated a small number of scrap tires. A secondary objective of this Event is to educate citizens about Maryland’s laws and regulations regarding the collection and disposal of scrap tires. It is intended that public education will deter residents from accumulating scrap tires in the future.

Event Funding Level

The funding to the Citizen Scrap Tire Drop-Off Day Event is not guaranteed every year. MDE will notify MES on a yearly basis when the MDE’s Fiscal Year Budget is approved by Board of Public Works. The availability of funding and event timelines are subject to MDE approval. Upon MDE’s approval and authorization of work, MES will issue an event notification letter to the counties identified by MDE. In the event notification letter, MES will indicate the reimbursement limits to each selected county and the timelines of the Event that has been approved by MDE. The

reimbursement limits will be based on the MDE-approved budget and the number of participating counties.

EVENT PARAMETERS

Overview

The Citizen Scrap Tire Drop-Off Day Event is a series of one-day events conducted on a county-by-county basis. All participating Maryland counties will conduct their events independently on a date of their choosing through coordination with MES.

County residents will participate in the Project by delivering scrap tires using appropriate non-commercial vehicles to the Primary Event Location designated by the County. County residents will be permitted to deliver up to ten (10) scrap tires per vehicle on the County's event date. There will be a one-trip-per-resident limit. Acceptance of the type of tires in this Event will be left to the discretion of the individual participating County in conjunction with its contracted scrap tire hauler. Commercial haulers or generators of scrap tires shall not participate in this Event. MDE will issue a temporary scrap tire license waiver letter to each participating County.

All scrap tires collected during the Event shall be transported and disposed using MDE-licensed scrap tire haulers and MDE-licensed scrap tire disposal or processing facilities.

The Primary Event Location will be identified by the County and will be advertised by the County in advance of the Event upon the County's confirmation of participation with MES.

SCOPE OF SERVICES

RESPONSIBILITIES OF PARTICIPATING COUNTY:

The County shall provide the following services:

- Participate in planning meetings or conference calls, as needed, to plan the event.
- Provide a Primary Event Location for the collection of scrap tires from the residents within the County on the Event date.
- Advertise the Event in its local newspaper or on social media upon County's confirmation with MES of the participation of the Event.
- Provide staff and equipment for the Event tasks including verifying participants (residents) status, recording number of participants, controlling traffic, recording number of scrap tires collected, and loading transportation vehicles with scrap tires (either manually or with equipment). Scrap tires collected from the Event shall be separate from the County's day-to-day operating collections.
- Transport and properly dispose collected scrap tires at a licensed facility by a licensed scrap tire hauler under direct contract with the County. The County is responsible for the hauling

and disposal of the scrap tires collected from the Event. The fees for scrap tire transportation and disposal shall be paid directly by the County to its contracted hauler.

- Provide MES with an invoice for the advertisement cost incurred by the County for the Event. The invoice, up to the maximum amount as specified by the project, must be submitted to MES within 45 days after the County event. Any invoice received after the specified timeframe will be the responsibility of the County.
- Provide MES with an invoice for scrap tire hauling/disposal, up to the maximum amount as specified by the project. The invoice must contain the County hauler's invoice with copies of weigh tickets and Scrap Tire Tracking Forms (blank form attached) as validation. The invoice must be submitted to MES within 45 days after the County event. Any invoice received after the specified timeframe will be the responsibility of the County.
- The County is responsible for the tire hauling/disposal and advertisement costs that exceed the reimbursement limits specified by the Project, without expectation of reimbursement.
- Submit a summary report for the Event including the following information: Event date and location, number of participants, total tonnage of scrap tires collected, and scrap tire hauler and disposal/processing facility information.

MES RESPONSIBILITIES:

MES shall provide the following services:

- Coordinate Event execution with the County.
- Manage reimbursement to the County for the County's advertising expenses not to exceed the amount as specified by MES.
- Manage reimbursement to the County for transportation and disposal of scrap tires collected from the Event not to exceed the amount as specified by MES.
- Track and record tonnage and transportation/disposal costs of scrap tires collected from the Event and submit a summary report to MDE.

PAYMENT

MES will reimburse properly submitted invoices from the County within 45 days of receipt of accepted invoices.

SCHEDULING**Event Task Schedule**

Upon approval from MDE to execute an event, the event shall be completed according to the schedule established by the County and MES.

Generally, an event will follow a series of steps as outlined below:

- MES sends out notification of event and participation survey to the Counties identified by MDE. The Counties will be notified of the reimbursement limits and specified timelines of the Event that is authorized and funded by MDE.
- Counties provide MES with planned event dates and primary event locations. Each participating county's event date will be determined by the county after its coordinating with the county-contracted scrap tire hauler.
- Counties advertise the events upon confirmation with MES of interest of participation, event dates/locations, and other information requested on the participation survey form that MES provided.
- Counties conduct their respective Citizen Scrap Tire Drop-Off Day Events at their primary event locations.
- Counties submit invoices for reimbursement of advertising expenses with supporting documents within 45 days after their event concludes.
- Counties submit invoices for scrap tire hauling/disposal with supporting documents within 45 days after their event concludes. Supporting documents shall include a summary report, hauler's invoices to the County, Scrap Tire Tracking Forms, and weigh tickets.
- MES submits a summary report to MDE 90 days after the last event concludes.

END OF SCOPE OF WORK

Maryland Environmental Service
SCRAP TIRE TRACKING FORM

WEIGHT & DELIVERY INFORMATION

PROJECT NAME Citizen Scrap Tire Drop-Off Day
Event (Year _____)

COUNTY _____

SCALE FACILITY

Name: _____

Address: _____

Telephone: () _____

HAULING CONTRACTOR or SUBCONTRACTOR

Name: _____

Address: _____

Telephone: () _____

EMPTY Container IN	Date _____	TARE WEIGHT Tractor <u>plus</u> EMPTY Trailer or Container
	_____ (LBS)	
Verification of Delivery - County	Tractor Tag # _____	Trailer/Container Tag # _____
Name (above)	Tractor Vehicle # _____	Trailer/Container Vehicle # _____
Date:		

LOADED Container OUT	Date _____	GROSS WEIGHT Tractor <u>plus</u> LOADED Trailer or Container
	_____ (LBS)	
Verification of Removal - County	Scrap Tire Hauler License # _____	Tractor Make/Model _____
Name (above)	Tractor Tag # _____	Trailer/Container Tag # _____
Date:	Tractor Vehicle # _____	Trailer/Container Vehicle # _____

NET WEIGHT
(GROSS minus TARE)

_____ (LBS)

_____ (TONS)

TRAILER / CONTAINER DESTINATION

Company _____

Address _____

Telephone: () _____

WEIGH TICKETS MUST BE ATTACHED TO THIS FORM

VEHICLE CONTENTS

TIRE SIZE: P/LT HT/OTR AG OTHER

CIRCLE ALL THAT APPLY

Complete by COUNTY WEIGHMASTER or AUTHORIZED COUNTY REPRESENTATIVE

RECORDED WEIGHTS ARE ACCURATE TO THE BEST OF MY KNOWLEDGE. (Do NOT complete if County scales are NOT used.)

WEIGHMASTER

Print Name	Signature	Date
------------	-----------	------

Complete by HAULING CONTRACTOR or AUTHORIZED SUBCONTRACTOR

I AGREE TO TRANSPORT THE NUMBER (OR TONNAGE) AND CLASS OF TIRES IDENTIFIED ABOVE TO THE DESTINATION IDENTIFIED ABOVE IN THE VEHICLE SPECIFIED ABOVE.

CONTRACTOR

Print Name	Signature	Date
------------	-----------	------

Complete by RECEIVING FACILITY (Recycling / Processing Facility or End User)

TRAILER/CONTAINER ACCEPTED

Print Name	Signature	Date
------------	-----------	------

DRIVER INITIALS _____



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: August 15, 2023
RE: Request to Bid – Northern Worcester Athletic Complex Parking Lot

Attached for your review and approval are bid documents for the construction of two (2) proposed parking lots, re-striping the existing parking lot, and associated earthwork, including stormwater management and sediment erosion control at the Northern Worcester Athletic Complex. Once the Commissioners have had the opportunity to review these documents, it is requested that authorization be provided to solicit bids for these services.

Funding for this project were approved by Program Open Space in the amount of \$774,000. Project Open Space funding is 90% reimbursable.

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: Northern Worcester Athletic Complex Parking Lot

DEPARTMENT: Recreation and Parks

VENDOR:

NAME: _____

ADDRESS: _____

BID OPENING:

DATE: _____

TIME: _____

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SECTION I: INTRODUCTION

A. PURPOSE

1. The purpose of this Invitation for Bid Document is for Worcester County (“County”) to contract for the construction of the new parking lots and associated site work at the Northern Worcester Athletic Complex 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 _____.
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: **NORTHERN WORCESTER ATHLETIC COMPLEX PARKING LOT** 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: 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 Bid 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 Bid 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 Bid 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 Bid 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 Bid Documents, whether incorporated in the construction or not, and the Successful Vendor will promptly replace and re-execute the Work in accordance with the Bid 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. BID BOND

1. Bid Documents must be accompanied by a Bid Bond if the Vendor’s total Bid amount exceeds \$100,000, payable to the County for five percent of the total amount of the bid. After the analysis of the Bid Documents the County will return Bid Bonds to all Vendors except the three lowest Responsive and Responsible Vendors. After execution of the Contract, and receipt, execution, and approval of the Successful Vendor’s Payment and Performance bond, the Bid Bonds will be returned. A certified check may be used in lieu of a Bid Bond.
2. The County, at its discretion, may consider a Vendor in default if the Vendor fails to execute the Contract, in which the County will retain said Bid Bond.

P. 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 Bid 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 Bid 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.

Q. 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: BID SPECIFICATIONS

A. SCOPE

1. The County is seeking bids from qualified Vendors for the construction of the new parking lots and associated site work at the Northern Worcester Athletic Complex, located at 9906 Buckingham Ln, Berlin, MD 21811 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. SUMMARY

1. See attachments for full project information.

D. GENERAL REQUIREMENTS

1. The Successful Vendor must be licensed to perform Work in the state of Maryland.

E. ATTACHMENTS

1. Technical Specifications
2. Plans dated 8/4/2023
3. Appendices

F. PRE-BID MEETING

1. A pre-bid meeting is scheduled for _____ on-site at 9906 Buckingham Ln, Berlin, MD 21811,

G. PAYMENT

1. The County will make payment(s) to the Successful Vendor within thirty (30) calendar days from the receipt of a proper invoice for approved and accepted work performed.

H. QUESTIONS

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

I. 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

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 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.

TECHNICAL SPECIFICATIONS FOR
Northern Worcester County Athletic Complex

9039 Worcester Highway

Berlin, Maryland

FOR

Worcester County Recreation & Parks



Professional Certification: I hereby certify that these documents were prepared or approved by me, and that I am a duly licensed Professional Engineer under the Laws of this state:

License No: MD 22798
Expiration Date: August 10, 2024



J. Stacey Hart & Associates, Inc.
PO Box 6
Snow Hill, MD 21863
410-390-8096
stacey@jstacehart.com

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DIVISION 1 – GENERAL REQUIREMENTS**SECTION 01000 - SUMMARY****Part 1 - General****1-1 Scope**

- A. Work Covered By Contract Documents:
1. The work completed under this contract includes furnishing all labor, materials, and equipment and performing all work required for the construction of the new parking lots and associated site work.
 2. The removing of the existing stripes and re-striping of the existing parking lot.
- B. The work under this Contract generally includes, but is not limited to:
1. Mobilization/Demobilization
 2. Construction stake-out
 3. As-Builts
 4. Materials Testing
 5. Clearing and grubbing
 6. Earthwork (all classes), demolition, stripping and salvaging topsoil, common borrow, placing salvaged topsoil, site grading
 7. Erosion and Sediment Control
 8. Storm drain piping
 9. Conduit installation
 10. Geotextile Fabric
 11. Class 0 Rip Rap for stone check dams
 12. Stormwater management / ESD facilities using No. 57 stone
 13. Superpave asphalt mixes
 14. Graded Aggregate Base
 15. Concrete curb
 16. White and Blue Pavement Markings
 17. Salvaging/Re-using and New Parking Bumpers
 18. Site stabilization- topsoil, seeding & mulching
- C. The work includes all requirements to provide a fully finished and operable facility including miscellaneous items and operations as shall be indicated, shown, specified, or required to complete the work in strict conformity with the Contract Documents. The work also includes all specified, indicated and shown mechanical and electrical equipment, appliances, appurtenances, furnishings, instrumentation and controls, accessories, tests and sundry parts and material as shall be necessary and required for a completely operable installation satisfactory to the Owner.
- D. The Drawings and written Contract Documents are intended to indicate as clearly as practicable the work to be done. The Contractor must realize, however, that construction details cannot always be accurately anticipated and that in executing the work, field conditions may require reasonable modifications in the details of the Drawings and the work involved. Work under the Contract shall be carried out to meet these field conditions to the satisfaction of the Owner and in strict conformance with his instructions, the Drawings, the Specifications, and conditions and covenants of the Contract Documents in accordance with their true intent and full meaning.

1-2 Test Pits

- A. All known subsurface lines, pipes, conduits, and structures are indicated on the plans and profiles. These lines indicated are based upon the best available plans and maps. However the County assumes no responsibility for the accuracy of the Drawings. In any area where the Contractor must make connections to or cross existing lines, it shall be his responsibility to locate existing utilities and verify the locations to his satisfaction. In the event that utilities are not as shown on the Contract Drawings, the Contractor shall immediately notify the Owner so that adjustments can be made if required.
- B. The Contractor shall be solely responsible for all damage to underground or aboveground lines encountered in any manner during construction. When crossing and working in the vicinity of existing lines, it shall be the Contractor's responsibility to properly support and maintain the operation of the lines. Extreme care must be exercised in excavation and backfill operations. The Contractor shall correct, at his own expense, all damage caused to existing lines

1-3 Coordination of Trades

- A. Where the work of any trade will be installed in close proximity to the work of other trades, or where there is evidence that the work of any trade will interfere with the work of other trades, the Contractor shall work out space allocations to make satisfactory adjustment. If so ordered by the Owner, the Contractor shall prepare composite working drawings and sections at a suitable scale, not less than ¼-inch equals one foot, clearly showing how work is to be installed in relation to the work of other trades. If the Contractor permits any work to be installed before coordinating with the various trades or so as to cause interference with the work of other trades, he shall make necessary changes in the work to correct the condition without extra cost to the County.

1-4 Pre-Construction Conference

- A. Before starting the work, a conference will be held to establish procedures for coordination/interfaces, handling shop drawings and other submissions, and for the processing of applications for payment. Among those present at the conference will be the Contractor and his Superintendent, County Representatives, Design Engineer, and/or their duly authorized agents, and the Inspector.
- B. The purpose of the conference is to designate responsible personnel and establish lines of communication. Matters requiring coordination will be discussed and procedures for handling such matters established. The preliminary agenda will include:
 - 1. Contractor's Progress Schedule and Schedule of Values
 - 2. Transmittal, review and distribution of Contractor's submittals
 - 3. Maintaining record documents
 - 4. Critical work sequencing
 - 5. Field decisions and change orders
 - 6. Use of premises, office and storage areas, security, housekeeping and the County's needs
 - 7. Major equipment deliveries and priorities

1-5 Progress Meetings

- A. Project progress meetings will be held monthly to review the progress and schedule of the work. The Contractor shall make his Project Manager and Field Superintendent available for said progress meetings and to meet the County at a location to be determined during the preconstruction meeting. The frequency of the project meetings may change at the discretion of the Owner.

1-6 Additional Material and/or Equipment

- A. Because of the small scale of the drawings, it is not possible to indicate all offsets, fittings and accessories which may be required. The Contractor shall carefully investigate the site conditions affecting his work and shall arrange his work accordingly as may be required to meet such conditions, at no additional cost to the County.

1-7 Singular Number

- A. Where material, a device, or part of the equipment is referred to in the singular number, it is intended that such reference shall apply to as many items of material, devices or parts of equipment as are required to complete the installation.

1-8 Submittals

- A. Ten days after receipt of notice to proceed, the Contractor shall submit a submittal schedule listing as near as practicable by specification section number and/or drawing number, all submittals required, and approximate date submittal will be forwarded to the Owner.
- B. After checking and verifying all field measurements, the Contractor shall submit to the Owner, for approval, a minimum of five (5) copies of all submittals, which shall have been checked by and stamped with the approval of the Contractor and identified as shown herein. The number of copies per submittal may be adjusted at the pre-construction meeting.
- C. Each submittal shall be assigned a sequential number; Submittal No. 1, 2, 3, 4, etc., for purposes of easy identification, and shall retain its assigned number, with appropriate subscript, on required resubmissions.

The following stamp shall be affixed to each submittal and appropriately completed:

CHECKED AND APPROVED FOR SUBMISSION

(CONTRACTOR'S NAME)

JOB _____

CONTRACT NO. _____

DATE _____ BY _____

SUBMITTAL NUMBER _____

ITEM _____

CONTRACT REFERENCES:

SPECIFICATION _____

DRAWING _____

1. Resubmittals shall be labeled with the letter "R" followed by the number of the resubmission. Example: The Contractor's tenth submittal, being resubmitted for the first time shall be numbered Submittal No. 10R1, resubmitted for the second time shall be numbered Submittal No. 10R2, etc. Submittals of supplemental information requested by the Owner shall be labeled with sequential letters of the alphabet beginning with "A". Example: The Owner reviews the Contractor's tenth submittal and finds it generally acceptable but requests additional information, such as supporting calculations. The Contractor shall submit the supplemental information numbered Submittal No. 10A. If additional supplemental information is required, such information shall be submitted as Submittal No. 10B, etc.

D. All shop drawings shall be in conformity with the Contract Drawings and Special Provisions. All shop drawings except diagrams, illustrations, brochures and schedules shall be to appropriate scale, but in no case smaller than 1/4" = 1'-0", and shall give all dimensions required for manufacture, fabrication, assembly, installation and incorporation in the work. All shop drawings shall be complete, accurate and distinct, and shall show outline and section views, details, kinds of materials to be used, the kind of machine work and finish to be applied, and the installed locations of the said materials, equipment, accessories, appurtenances and related items. Shop drawings showing field assembly of piping and/or conduit systems shall incorporate sufficient views, sections, plans and elevations to show each and every fitting, specialty, and item of equipment, including locations and spacing of hangers and supports. Piping and/or conduit systems 2-inches in diameter and smaller may be shown as a single line. Where several models, sizes, variations or options are shown on a submittal or shop drawing, the equipment or items being supplied shall be clearly marked with an arrow or non-applicable items shall be crossed out.

E. In general, submittals will be returned to the Contractor within 15 working days of receipt by the Owner.

1-9 As-Built Drawings

- A. Provide three (3) sealed paper copies and an electronic format copy (AutoCAD).
- B. As-built drawings shall be completed, submitted and approved at the completion of the

project and before final acceptance by the Owner.

1-10 Working Area

- A. The Contractor shall not occupy with men, tools, equipment, or materials any part of the County property outside of the designated limit of construction shown on the Drawings or established by the Owner, or their duly authorized agents and the County.

1-11 Contractor Storage Area

- A. A storage area has been assigned as generally shown on the Drawings, for use by the Contractor for storage of his materials, tools, equipment, and other items necessary for construction. The exact limits of the areas will be marked in the field as shown on the permit drawings. The Contractor shall be fully responsible for the security of this area, including fencing, watchmen, and other means of security. Under no circumstances will the County be responsible for the security of any property belonging to the Contractor, his subcontractors, or any of his work force.
- B. The Contractor shall grade and stabilize a portion of the assigned storage area for a temporary mobilization and parking area for his use during the contract period and shall restore the entire storage area to its original condition upon completion of the project.
- C. The existing park facilities, e.g. athletic fields, will be in use during construction. The contractor shall take that in consideration on storage of equipment, supplies and materials.

1-12 Temporary Services

- A. The Contractor shall provide, subject to the approval of the Owner, and pay for the acquisition, maintenance and removal of such temporary water, heat, light, power, fence around excavated area and enclosed storage, and all other temporary services as may be required in the prosecution of this Contract.
- B. The Contractor shall provide and maintain one temporary portable chemical toilet on the site for the full term of the Contract.
- C. The cost of any temporary electric and other utility service installation or use for the completion of this Contract and the testing of all electrical and mechanical equipment and other related work shall be borne by the Contractor up to and including the date of the final acceptance.

1-13 Confined Space Requirements

- A. The Contractor shall follow all confined space procedures in accordance with the Contractor's confined space program
- B. The Contractor shall determine if excavations greater than four (4) feet in depth are to be considered permit-required confined spaces. If any excavations are determined to be permit- required confined spaces, the Contractor shall follow the appropriate confined space procedures.

1-14 Working Hours

- A. The Contractor shall be completed within the contract time stipulated in the Proposal, including weekends and holidays.
- B. Work shall be limited to weekdays (Monday through Friday) and shall commence no earlier than 7:00 A.M. nor proceed later than 5:00 P.M. Work is subject to other limitations in this contract.
- C. No work will be permitted on weekends or on legal County holidays, except in cases of emergency, and then only to such extent as is absolutely necessary and with written permission of the Owner.
- D. The existing park facilities, e.g. athletic fields, will be in use during construction. The contractor shall take that in consideration when working.

1-15 Schedule of Values

- A. In order to determine the amount of the monthly estimate, the successful Contractor shall furnish a complete breakdown of his total bid, also referred to as a Schedule of Values. The Contractor shall furnish this information within ten (10) days after receipt of Notice-to-Proceed. The breakdown will, in general, follow the outline of the specification items. Upon approval by the Owner, the breakdown shall be the basis for calculating the amount of monthly estimates specified in the Standard Specifications.

1-16 Construction Sequencing, Coordination and Scheduling

- A. The Contractor shall prepare a project schedule in Gantt Chart format which indicates the critical path. The schedule shall indicate when the shop drawing submittal list will be submitted.
- B. The Contractor shall refer to Contract Drawings for the sequence of construction.

1-17 Topsoil & Turf Establishment

It is the Contractor's responsibility to assure that the area of the project graded with clean fill adequate to support the establishment of permanent grasses. All soil areas within the limit of disturbance must be raked smooth and free of all debris. Trip hazards and construction debris will not be allowed under any circumstances.

- END OF SECTION -

DIVISION 2 – SITE WORK

SECTION 02050 - SITE PREPARATION

Part 1 - General**1-1 Scope**

- A. Contractor shall provide all labor, material, equipment and services for and reasonably incidental to executing all Site Preparation as indicated on drawings and/or specified, as directed by Worcester County or their Representative, or as necessary to perform the work required under this Contract.
- B. The Contractor shall adhere to the terms of the various permits and approvals issued to this project. This shall include permits and approvals from the Worcester County Soil Conservation District (WoSCD), Worcester County Environmental Programs (stormwater), the Maryland Department of the Environment (MDE), Worcester County (Owner) and any other applicable permits.
- C. The Contractor shall give all notices and comply with all laws, ordinances, rules and regulations applicable to work. If the Contractor observes that the Specifications and/or Drawings are at variance therewith, he will give the Owners prompt written notice thereof. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the Owners, he will bear all costs arising therefrom.
- D. Work shall consist of, but not be limited to, the following:
1. Provide and maintain temporary signs, signals, lighting devices, markings, barricades, and channelizing and hand signaling devices to protect personnel and new construction from damage by equipment and vehicles until the surface is approved by the Owners or Owner's Representative. Work shall be conducted to permit a minimum of one traffic lane along Ball Park Drive at all times.
 2. Removal and disposal of items indicated or required in order to complete the overall scope of work for this project.
 3. Removal and disposal of all solid waste, debris and trash.
 4. The Contractor shall establish and provide lay out of lines, levels and grades for all work of this contract. The established reference points for horizontal and vertical control are indicated on the drawings. Should any work be questioned by the Owners or the Owner's Representative, it shall be rechecked and certified in writing by a Professional Engineer or Land Surveyor at no addition to contract sum. If the Contractor identifies conflicts between the control data, layout data, and other details shown on the plans and/or conditions in the field, the Contractor shall contact the Owner immediately and request verification of the control data, layout data, and other details provided to the Contractor. The Owner shall be notified regarding potential conflicts prior to the Contractor establishing the layout lines, levels or grades for the proposed construction.
- E. Related Documents: The general provisions of the Contract, and The Maryland State Highway Administration Standard Specifications for Construction and Materials, July 2022, and all applicable supplements and addenda pertaining there to apply to this section.

1-2 Job Conditions

- A. Contractor's responsibility - It shall be the Contractor's responsibility to have visited the site and to have examined all contract documents and determined to his complete satisfaction the extent of work to be accomplished.
- B. Dust control - Use all means necessary to prevent the spread of dust during performance of the work of this Section; thoroughly moisten all surfaces as required to prevent dust being a nuisance to the public, neighbors, and concurrent performance of other work on the site.
- C. Burning - On-site burning will not be permitted unless specifically approved by Worcester County.
- D. Protection - Use all means necessary to protect existing objects designated to remain and, in the event of damage, immediately make all repairs and replacements necessary to the approval of the Owner at no additional cost to the Owner.

1-3 Ownership of Materials

Materials not specified to be utilized as fill on-site shall be disposed of off-site by the Contractor at an approved disposal facility secured by the Contractor. The cost for disposing of materials off-site shall be included in the respective bid item governing the specific portion of the work.

Part 2 - Products**2-1 Temporary Barricades**

Unless otherwise specifically approved by the Owner or the Owner's Representative, use only new and solid lumber of utility grade or better to construct temporary barricades around the objects designated to remain.

2-2 Explosives

Do not use explosives on this work.

2-3 Other Materials

All other materials not specifically described but required for proper completion of the work of this Section, shall be selected by the Contractor subject to approval of the Owner or the Owner's Representative.

Part 3 - Execution**3-1 Preparation**

- A. Notification - Notify the Owner and Worcester County Department of Environmental Programs by mail at least ten (10) days prior to commencing the work of this Section.
- B. Site Inspection - Prior to any work of this Section, carefully inspect the entire site and all objects designated to be removed and to be preserved, locate all existing utility lines and determine all requirements for disconnecting and capping, and locate all existing active utility lines traversing the site and determine the requirements for their protection.
- C. Pre-Construction Inspection – Pre-construction inspection shall be coordinated and conducted with Worcester County Environmental Programs to identify the limit of disturbance

(LOD) perimeter, and means of sediment and erosion control.

- D. Clarification - The drawings do not purport to show all objects, such as trees and shrubs existing on the site. Before commencing the work of this Section, verify with the Owner or the Owner's Representative all objects to be removed and all objects to be preserved.
- E. Protection of Utilities - Preserve in operating condition all active utilities traversing the site and designated to remain. The Contractor shall closely coordinate his activities with Worcester County and utility companies affected by the work.

3-2 Maintenance of Traffic

- A. Vehicle Traffic: The Contractor shall develop and implement a Traffic Control Plan (TCP) consisting of maintaining traffic safely and efficiently through and/or around the area affected by the work as approved by the Owner or Owner's Representative.

Part 4 - Measurement

No measurement for payment of these items of work will be made since their cost shall be included in the lump sum price bid.

- END OF SECTION -

DIVISION 2 –SITE WORK
SECTION 02220- EARTHWORK

Part 1 – General

1-1 Scope:

- A. The Contractor shall provide all labor, material, equipment and services necessary for and reasonably incidental to executing all Earthwork for preparation of subgrade and base for the pavement, furnishing and installing complete all backfill, topsoil, sand, and related items, excavating and compacting as shown on the drawings and/or specified herein.
- B. The Contractor shall adhere to the terms of the various permits and approvals issued to this project. This shall include permits and approvals from Worcester County Soil Conservation District (WoSCD), Worcester County Environmental Programs (stormwater), the Maryland Department of the Environment (MDE), and any other applicable permits.
- C. The Contractor shall give all notices and comply with all laws, ordinances, rules and regulations applicable to work. If the Contractor observes that the Specifications and/or Drawings are at variance therewith, he will give the Owner prompt written notice thereof. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the Owner, he will bear all costs arising therefrom.
- D. Work shall consist of, but not be limited to, preliminary rough grading; excavation; bedding; providing off-site borrow; removal from the site of unsuitable soil materials; soil testing and certification; rough grading, surcharging fill and backfilling for paving, structure subgrades, finish grading of subgrades, proof rolling, and dewatering. Erosion Control measures are included as part of this work.
- E. Definitions: "Excavation" consists of removal of material encountered to elevations specified and subsequent disposal of materials removed. "Fill" shall include supplying, placing and compacting on-site borrow or off-site borrow brought to the site to the elevations indicated. "Subgrade" is the bottom of aggregate base materials under/behind structures, utilities and pavements. In areas where aggregate base materials are not specified, subgrade shall mean the bottom of the topsoil or surface treatment, whichever is lower.
- F. All excavation, fill, bedding and backfill work provided under other sections of these specifications shall conform to requirements of this Section and all backfill shall be tested and certified by the Contractor's soils testing agency provided as work of this Section.
- G. The Contractor shall implement all measures necessary to protect the subgrade under all pavements and structures from damage due to construction activities and equipment. The Owner makes no representations that the existing soils are adequate to support construction equipment and materials without damage to the subgrade. The Contractor shall include in his Base Bid all labor, materials and equipment necessary to protect the subgrade from damage and shall repair any damage at no additional cost to the Owner.
- H. Related work not included in this Section consists of the following:
 - 1. Hot Mix Asphalt Pavement provided under Section 02550

2. Environmental Site Design (ESD) Work under Section 02750
 3. Cast-In-Place Concrete provided under Section 03302
- I. Related Documents: The general provisions of the Contract,; “ASTM Standards in Building Codes,” latest edition The Maryland State Highway Administration Standard Specifications for Construction and Materials, July 2022, and all applicable supplements and addenda pertaining there to apply to this section.

1-2 Quality Assurance:

Codes and Standards: Perform excavation work in compliance with applicable requirements of governing authorities having jurisdiction.

1-3 Testing and Soils Testing Agency:

- A. The Contractor will engage an experienced and approved third party geotechnical inspector for quality control testing and inspection during earthwork operations. Cost of testing and inspection shall be borne by the Contractor.
- B. The firm shall provide its professional opinion by letter, sealed and signed by a professional engineer registered in the State of Maryland, that the earthwork has been completed in accordance with the plans and specifications.

1-4 Submittals:

- A. Test Reports-Excavating: Submit the following reports directly to Owner or Owner's Representative from the soils testing agency with copy to Contractor.
1. Test reports on borrow material.
 2. Field density test reports.
 3. One optimum moisture-maximum density curve for each type of soil encountered as a minimum.

1-5 Job Conditions:

- A. Existing Utilities: The Contractor shall notify the Owner or the Owner's Representative and Miss Utility forty-eight (48) hours prior to the start of earth moving activities. He shall locate existing underground utilities in areas of work. If utilities are to remain in place, provide adequate means of support and protection during earthwork operations. Should uncharted or incorrectly charted piping or other utilities be encountered during excavation, consult utility owner and the Owner or Owner's Representative immediately for directions. Cooperate with utility companies in keeping services and facilities in operation. Repair damaged utilities to satisfaction of utility owner. Do not interrupt existing utilities serving facilities occupied and used by Owner or others during occupied hours, except when permitted in writing by Owner or the Owner's Representative and then only after acceptable temporary utility services have been provided.
1. Provide a minimum of 48-hour notice to Owner or the Owner's Representative and obtain written notice to proceed before interrupting any utility.
- B. Explosives: Do not bring explosives onto site.

- C. Protection of Persons and Property: Barricade open excavations occurring as part of this work and post with warning lights. Operate warning lights as recommended by authorities having jurisdiction. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining washout and other hazards created by earthwork operations

Part 2 - Products

2-1 Soil Materials:

- A. Topsoil shall be a loam, sandy loam, clay loam, silt loam, sandy loam or loamy sand. Other soils may be used if recommended by an agronomist or soil scientist and approved by the appropriate approval authority. Topsoil must not be a mixture of contrasting textured subsoils and must contain less than 5 percent by volume of cinders, stones, slag, coarse fragments, gravel, sticks, roots, trash, or other materials larger than 1½ inches in diameter. Topsoil must be free of noxious plants or plant parts such as Bermuda grass, quack grass, Johnson grass, nut sedge, poison ivy, thistle, or others as specified. Topsoil substitutes or amendments, as recommended by a qualified agronomist or soil scientist and approved by the appropriate approval authority, may be used in lieu of natural topsoil.
- B. Satisfactory ("select fill") soil materials are described and shall conform to the following soil classification groups of the United Soil Classifications in accordance with ASTM D2487: GW, GP, GM, SM, SW and SP with a Plasticity Index (P.I.) less than 20.
- C. Unsatisfactory soil materials are described and shall conform to the following soil classification groups of the United Soil Classifications in accordance with ASTM D2487: GC, SC, ML, MH, CL, CH, OL, OH and PT.
- D. Unsatisfactory Fill may be used for general site grading upon approval of the Owner or Owner's Representative in all areas where suitable material is not required unless otherwise specified.

2-2 Aggregate:

- A. Backfill and Fill Materials shall be in accordance with the provisions of Section 901 "Aggregates" of the Maryland SHA Standard Specifications being either CR-6 or GA.

Part 3 - Execution

3-1 General Excavation:

- A. "Excavation" is unclassified and includes excavation to the proposed subgrade elevations indicated, regardless of character of materials and obstructions encountered. It shall be the Contractor's responsibility to verify the excavation volume before submitting a proposal. Any excavation quantities shown on the Drawings are approximations only and differences between those and the Contractors measured quantities shall not be cause for a cost extra.
- B. Unauthorized excavation consists of removal of materials beyond indicated subgrade elevations or one foot below existing grade, whichever is lower; or dimensions without specific direction of the Owner. Unauthorized excavation, as well as remedial work directed by the Owner, shall be at Contractor's expense. Backfill and compact unauthorized excavations as specified or authorized excavations of same classification, unless otherwise

directed by the Owner or the Owner's Representative.

3-2 Site Excavation:

- A. Following stripping operations at the parking lot area, the geogrid shall be placed and then the existing sub-base shall be proofrolled, where appropriate, with a heavy pneumatic tired vehicle such as a dump truck. The purpose of proofrolling is to provide surface densification and to identify areas potentially requiring undercutting. However, proofrolling is not advised in wet areas which may deteriorate under repeated vehicular loading. Wet areas should be drained and allowed to dry prior to proofrolling. Precipitation may result in standing water (perched water) at low areas. If the water is allowed to pond, the natural soils may deteriorate and overexcavation or subgrade improvements may be necessary at those areas. The Contractor's geotechnical consultant shall be consulted to evaluate and provide written recommendations when poor subgrade conditions are encountered.
- B. Strip suitable topsoil from the site where excavation or grading is indicated and stockpile separately from the other excavated material. Material unsuitable for use as topsoil and backfill shall be wasted off-site at a legal location at the Contractor's expense. Locate topsoil so the material can be used readily for the finished grading. Where sufficient existing topsoil conforming to the material requirements is not available on site, provide borrow materials suitable for use as topsoil. Protect and keep in segregated piles until needed.
- C. Care should be exercised during the grading operations at the site. Shallow ML material where identified at the boring locations. These materials are sensitive to changes in moisture conditions and should therefore be protected. If earthwork is conducted in the presence of moisture, the traffic of heavy equipment, including heavy compaction equipment, may create pumping and a general deterioration of the subgrade soils. Construction traffic should be minimized at structural subgrade areas. If at all possible, the grading should be carried out during dry weather. This should minimize these potential problems, although they may not be eliminated. If such problems arise, the Geotechnical Consultant should be consulted for an evaluation of the conditions. Overexcavated areas resulting from the removal of organic matter, utilities, tree and shrub roots, rubble, or otherwise unsuitable materials should be backfilled with properly compacted materials in accordance with the procedures discussed in the following section.
- D. Native ML and SM soils will be sensitive to alteration in moisture content and will become unworkable during and following periods of precipitation. For this reason, if earthwork is attempted in late autumn, winter or early spring, the importation of high quality, granular sand/gravel mixtures would be appropriate for wet weather placement. The ML and SM materials will become unworkable at moisture contents greater than 3 percentage point above optimum. The Contractor will be required to dry these materials in order to use them as suitable fill under structures and pavements and as backfill for retaining walls, or set them aside for use in landscape areas.
- E. Material Storage: Stockpile satisfactory excavated materials required for backfill or fill. Place, grade and shape stockpiles for proper drainage. Protect as necessary. Prevent saturation of soil above the optimum moisture content.
 - 1. Locate and retain soil materials away from edge of excavations. Do not store within drip line of trees indicated to remain. Dispose of excess soil material and waste materials as herein specified. The Contractor shall stockpile all fill material in locations designated on the plans unless approval is specifically granted in

writing by the Owner for placement in other locations on the project site within the specified limit of disturbance.

- F. Stability of Excavations: Slope sides of excavations to comply with local codes and ordinances having jurisdiction. Maintain sides and slopes of excavations in safe condition until completion of backfilling.

3-3 **Compaction:**

- A. General: Control soil compaction during construction providing minimum percentage of density specified for each area classification indicated below.
- B. After the excavation and/or stripping operations have been completed, the subgrade soils shall be inspected by the contractor's Geotechnical Consultant. It is intended that the geogrid shall be installed prior to proofrolling. This should be done in phases such that the subgrade soils and geogrid are not exposed to adverse weather conditions. The Owner will require the subgrade and geogrid materials be proofrolled utilizing a heavily loaded dump truck or other pneumatic tired vehicle of similar size and weight. The purpose of proofrolling will be to provide surficial densification and to locate any isolated areas of soft or loose soils requiring undercutting. Proofrolling is not advised in wet areas, which may deteriorate under repeated vehicular loading. The Contractor shall contact the Owner immediately if the subgrade is suspected to be weak prior to proofrolling to receive direction from the how to proceed. Precipitation may result in standing water (perched water) at low areas. The Contractor may be directed by the Owner to proofroll a specific area or areas with a lightly loaded truck when conditions warrant a change and subject to advance approval of the Owner. The Contractor shall implement all measures necessary to convey water away from fill placement areas, or use dewatering measures to protect the subgrade prior to placement of fill materials. The cost for these measures shall be included in the Base Bid.
- C. Percentage of Maximum Density Requirements: Compact soil to not less than the following percentages of maximum density for soils which exhibit a well-defined moisture density relationship determined in accordance with ASTM D -1557.
1. Pavements, Walks, and Slabs: Compact each 8 inch (maximum) layer of backfill or fill material to a minimum of 95 percent of the maximum dry density. The top one foot below subgrade (shall be compacted to 95 percent. Adjustments to the natural moisture content of the soils may be required in order to obtain the specified compaction levels.
 2. Lawn Areas: Compact each layer of fill material to a minimum 85% of the maximum dry density.
- D. Moisture Control: Where subgrade or layer of soil material must be moisture conditioned before compaction, uniformly apply water to surface of subgrade or layer of soil material. Apply water in manner to prevent free water appearing on surface during or subsequent to compaction operations.
1. Remove and replace or scarify and air dry soil material that is too wet to permit compaction to specified density.
 2. Soil material that has been removed because it is too wet to permit compaction may be stockpiled or spread and allowed to dry. Assist drying by disking, harrowing or pulverizing until moisture content is reduced to a satisfactory value.

- E. For proofrolling and fill compaction operations, compaction shall extend at least two (2') feet beyond the pavement boundaries except as shown on the plans and/or as directed by the Owner or Owner's Representative. A sufficient number of in-place density tests shall be performed by the Contractor's geotechnical consultant to verify that the proper degree of compaction is being obtained in all fill soils. As a minimum, the number of tests shall be as specified under Paragraph 3-5A of this Section.

3-4 **Grading:**

- A. General: Uniformly grade areas within limits of grading under this section, including adjacent transition areas. Smooth finish surface within specified tolerances, compact with uniform levels or slopes between points where elevations are indicated or between such points and existing grades. If earthwork is conducted in the presence of moisture, the traffic of heavy equipment, including heavy compaction equipment, may create pumping and a general deterioration of the subgrade soils. Construction traffic should be minimized at structural subgrade areas. If at all possible, the grading should be carried out during dry weather.
- B. Grading Surface of Fill: Grade smooth and even, free of voids, compacted as specified and to required elevation. Provide final grades within a tolerance of 1/2" when tested with a 10' straight edge.
- C. Compaction: After grading, compact subgrade surfaces to the depth and indicated percentage of maximum or relative density for each area classification.

3-5 **Field Quality Control:**

- A. Quality Control Testing during Construction: Soil Testing Agency must approve subgrades and fill layers before further construction work is performed.
 - 1. Perform field density tests in accordance with ASTM D 1556 (sand cone method) or ASTM D 2922 (Nuclear Density Moisture Gauge), as applicable.
 - 2. Paved Areas: Make at least one field density test of subbase for every 5000 square feet of paved/ gravel surface areas. In each compacted fill layer, make one field density test for every 5000 square feet. The testing agency shall recommend additional testing if in their opinion, the above recommendations are not sufficient.
- B. If in the opinion of the Owner, based on testing service reports and inspection, subgrade or fills which have been placed are below specified density, provide additional compaction and testing at no additional expense to the Owner.
- C. Cost of inspection and testing shall be borne by the Contractor.
- D. The Contractor's geotechnical consultant shall provide their professional written opinion that the fill and backfill materials have been placed and compacted in accordance with the specifications.

3-6 **Maintenance:**

- A. Protection of Graded Areas: Protect newly graded areas from traffic and erosion. Keep free of trash and debris.
- B. Repair and re-establish grades in settled, eroded and rutted areas to specified tolerances.

- C. Reconditioning Compacted Areas: Where completed compacted areas are disturbed by subsequent construction operations or adverse weather, scarify surface, reshape and compact to required density prior to further construction.
- D. Settling: Where settling is measurable or observable on excavated areas during general project warranty period, remove surface (pavement, lawn or other finish), add backfill material, compact and replace surface treatment. Restore appearance, quality and condition of surface or finish to match adjacent work and eliminate evidence of restoration to greatest extent possible and to the satisfaction of the Owner or Owner's Representative.

3-7 Disposal of Excess and Waste Materials:

- A. Removal from Owner's Property: Remove waste materials, including unacceptable excavated material, tree stumps, roots, greenery, trash and debris, and legally dispose of it off the Owner's property.
- B. Remove excess excavated earth material and legally dispose of off-site if the materials are not suitable for fill on-site, subject to the approval of the Owner.

3-8 Soil Erosion Control:

- A. General: Contractor shall furnish all materials and shall install the erosion control devices as shown on the plans and these specifications. The Contractor's attention is specifically directed to the fact that these plans refer to the 2011 Maryland Standards and Specifications for Soil Erosion and Sediment Control and approved supplements. Also, it should be noted that it is a requirement of the Erosion Control Plan that these devices are in place prior to general excavation and grading.
- B. Contractor shall be responsible for construction and maintenance of all sediment control structures and measures as indicated on drawings and/or required by local officials. Contractor shall schedule his work so that time for preliminary grading is reduced to a minimum.
- C. Site to be rough graded to drain naturally immediately after work commences. All foundation work drainage shall be pumped to sediment control devices until backfilling has been completed.
- D. Public roads and other right-of-ways shall be kept free of sediment deposits left from heavy truck traffic leaving the construction site.
- E. Place erosion and sediment control measures where shown on drawings, and install and construct all measures in accordance with the 2011 "Maryland Standards and Specifications for Soil Erosion and Sediment Control", and as shown on the plans.
- F. The Contractor shall cooperate fully with all sediment and erosion control inspection personnel, and shall observe all measures indicated on the Contract Drawings.

Part 4 - Measurement

No measurement for payment of these items of work will be made since their cost shall be included in the lump sum price bid.

- END OF SECTION -

DIVISION 2 – SITE WORK

SECTION 02550 – HOT MIX ASPHALT PAVEMENT

Part 1 – General

1-1 Scope

- A. Contractor shall provide all labor, materials, equipment and services necessary for and reasonably incidental to, furnishing and installing complete all related items as shown on the drawings and/or as specified herein.
- B. The Contractor shall adhere to the terms of the various permits and approvals issued to this project. This shall include permits and approvals from Worcester County (Owner) and any other applicable permits.
- C. The Contractor shall give all notices and comply with all laws, ordinances, rules and regulations applicable to work. If the Contractor observes that the Specifications and/or Drawings are at variance therewith, he will give the Owner or the Owner’s Representative prompt written notice thereof. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the Owner or the Owner’s Representative, he will bear all costs arising therefrom.
- D. Work shall consist of, but not be limited to, final preparation and shaping of subgrades, placement/installation of geogrid, installing base course, prime coats, tack coats, asphalt pavement, line painting and handicap symbol painting, signs and posts.
- E. Related work not included in this Section consists of the following:
 - 1. Section 02050 provided under “Site Preparation”.
 - 2. Section 02220 provided under “Earthwork”.
 - 3. Section 03302 provided under “Cast-In-Place Concrete”.
- F. Related Documents: The general provisions of the Contract, and The Maryland State Highway Administration Standard Specifications for Construction and Materials, July 2022 and all applicable supplements and addenda pertaining thereto apply to this section.

1-2 Quality Assurance:

- A. Source Quality Control: Maintain quality in products by using those of a qualified hot mix asphalt producer having qualified plant operation personnel
- B. Experience: The hot mix asphalt producer shall be a bulk producer regularly engaged in production of hot-mixed, hot-laid asphalt conforming to the standards referenced herein.
- C. Workmen Qualifications: Provide at least one person thoroughly trained and experienced in the skills required who readily understands the design and is completely familiar with the application of stone base and hot mix asphalt paving work. Said person shall be present at all times during progress of the stone base and hot mix asphalt paving work and shall direct the performance of said work. For actual finishing of hot mix asphalt surfaces and operation of the equipment, use only personnel thoroughly trained and experienced in the skills required.

Part 2- Materials**2-1 Paving and Aggregate Products**

A. Roadwork and Paving

All road surfaces and paved parking areas where indicated on the plans shall consist of hot mix asphalt base (HMA) superpave material and aggregate over the geogrid and compacted aggregate base. Paving shall be installed to the sizes, dimensions, grades, slopes and elevations as shown on the contract drawings.

The Contractor shall submit in writing at least three weeks in advance of the paving operation the following information for the Owner or Owner's Representative:

1. Source of each aggregate component.
2. Source of asphalt and anti-stripping agent.
3. Complete gradation.
4. Plant from which material will be ordered.

B. Aggregate Base Course

1. Aggregate Base Course: The aggregate base course shall be in accordance with the provisions of Section 501 and Section 901, "Aggregates", Tables 901A and 901B, being Graded Aggregate Base MD CR-6 Crusher Run of the Maryland Department of Transportation State Highway Administration Standard Specifications for Construction and Materials.

C. Geogrid

1. Soil stabilization shall be achieved using a geosynthetic component manufactured from a punched polypropylene sheet. Geogrid specified shall be *H-Series HX5.5* as manufactured by Tensar International Corporation. Substitutions must be approved by the Owner or Owner's Representative.

D. Measurement and Payment

1. The Maryland Department of Transportation, State Highway Administration Specification provisions dealing with measurement and payment for pavement courses shall not be applicable to this contract. No measurement for this item of work will be made since its' cost shall be included in the lump sum price bid.

2-2 Pavement Paint

Paint shall be in accordance with Federal Highway Administration Specification TT-P115, type III. Roadways and parking areas shall be delineated with white paint whereas handicapped parking spaces and access routes shall be painted in blue.

Part 3- Execution**3-1 Subgrade**

- A. Shall be in accordance with Section 02220 of these Specifications. Materials which do not conform to Unified GW, GP, GM, SW, SP, or SM shall be undercut to at least one

foot below subgrade and replaced with acceptable granular soils (i.e., GW, GP, GM, SW, SP, and SM).

3-2 **Base Course**

- A. Placement and Compaction: Place base material in layers not more than 8" in loose depth for material compacted by heavy compaction equipment and not more than 4" in loose depth for material compacted by hand operated tamper.
 - 1. Before compaction, moisten or aerate each layer as necessary to provide optimum moisture content. Compact each layer to required percentage of maximum dry density or relative density for each area classification. Do not place backfill or fill material on surfaces that are muddy, frozen or contain frost or ice.
- B. Place base material evenly adjacent to paving, piping or conduit to required elevations. Take care to prevent wedging action of backfill against paving or displacement of piping or conduit by carrying material uniformly around paving, piping or conduit to approximately same elevation in each lift.
- C. Seasonal Limits: No base material shall be placed, spread or rolled while it is frozen or thawing or during unfavorable weather conditions. When the work is interrupted by heavy rains, operations shall not be resumed until the Contractor's Testing Agency indicates that the moisture content and density of the previously placed fill are as specified.

3-3 **Grading**

- A. General: Uniformly grade areas within limits of grading under this section, including adjacent transition areas. Smooth finish surface within specified tolerances, compact with uniform levels or slopes between points where elevations are indicated or between such points and existing grades.
- B. Grade smooth and even, free of voids, compacted as specified and to required elevation. Provide final grades within a tolerance of 1/2" when tested with a 10' straight edge.
- C. Compaction:
 - 1. All pavement subgrade areas shall be inspected and proof rolled. The top 12 inches of the natural subgrades at pavement areas shall be compacted to 95 percent of the Standard Proctor maximum dry density (ASTM D-668) before fill or stone placement.
 - 2. After grading, compact aggregate sub-base course to a minimum of 95 percent of the maximum dry density per the Standard Proctor Method (ASTM D-668).

3-4 **Field Quality Control**

- A. Quality Control Testing During Construction: Contractor's Testing Agency must approve subgrades and fill layers before further construction work is performed.
 - 1. Perform field density tests in accordance with ASTM D-1556 (sand cone method) or ASTM D-2922 (Nuclear Density Moisture Gauge), as applicable.
 - 2. Make one field density test for every 1,000 square feet of sub-base course, unless otherwise directed by the Owner or the Owner's Representative. The Contractor's Testing Agency shall recommend additional testing if in their opinion, the above recommendations are not sufficient.

- B. 01If in the opinion of the Owner or the Owner's Representative, based on testing service reports and inspection, aggregate base which have been placed are below specified density, provide additional compaction and testing at no additional expense.
- C. Cost of inspection and testing shall be borne by the Contractor.
- D. Certification: The Contractor's Testing Agency shall provide its professional opinion that the aggregate base course has been placed in accordance with the specification.

3-5 Hot Mix Asphalt Pavement

- A. Hot mix asphalt material shall be applied only to dry surfaces.
- B. Equipment and methods of construction shall be in accordance with Section 500 of the Maryland State Highway Administration Specifications, latest edition thereof.
- C. Hot mix asphalt pavement base and surface courses shall be laid to the grade and cross section as shown on the drawings.
- D. The temperature of the mixture shall be not less than 225° F at the time of placement.
- E. No traffic will be permitted on the hot mix asphalt pavement until it has set sufficiently to prevent marking.
- F. The Contractor shall take all steps necessary to prevent damage to completed pavements during construction until final acceptance of the project by the Owner. Construction equipment and materials shall not travel over or be stored on pavements accepted by the Owner. Any damage to the pavements or the base materials by construction activities shall be repaired as directed by the Owner or the Owner's Representative at no additional cost to the Owner.

3-6 Pavement Painting

The Contractor shall paint new paved and gravel parking areas delineating spaces with white paint as shown on the drawings. Paint for the handicapped parking and access paths shall be blue. Lines shall be 4" wide. Paint shall be material especially adapted for this use being equal to Gliddens "Romard Traffic Paint" or Degracon "Traffic Master" Standard Type. Preferably, Contractor shall allow the pavement to cure for at least 21 days before applying paint. Clean the pavement to remove loose sand, stones, dust, oil, grease, water, and other substances that are harmful to paint or adversely affect the adhesion of paint. Do not apply paint if conditions prevent neat, uniform application.

Part 4- Measurement

No measurement for payment of these items of work will be made since their cost shall be included in the lump sum price bid.

-END OF SECTION -

DIVISION 2 –SITE WORK

SECTION 02750 - ENVIRONMENTAL SITE DESIGN (ESD) WORK

Part 1 – General**1-1 Scope:**

- A. The Contractor shall furnish all labor, materials and equipment required to complete the ESD devices in strict accordance with the Specifications and as specified on the Contract Drawings. Once the ESD devices have been completed and approved by the Owner or Owner's Representative, the Contractor shall be responsible for ensuring vegetation within the grass channels for a one (1) year warranty period.
- B. Work shall consist of, but not be limited to, excavation, importing and placing of geotextile and stone materials, site grading, soil preparation, and seeding the ESD devices as shown on the Contract Drawings.
- C. Related work not included in this Section consists of the following:
 - 1. Section 02220 provided under "Earthwork".
 - 2. Section 02801 provided under "Landscape Work".
- D. The following specifications of the 2007 Maryland Department of the Environment Stormwater Management Manual apply to this section unless noted otherwise herein:
 - 1. *Appendix A - Landscape Guidance for Stormwater BMPs, and*
 - 2. *Appendix B.4 – Construction Specifications for ESD Practices.*

Part 2 - Products

- A. Geotextile
 - 1. Check Dams and Level Spreader: Geotextile used shall be a nonwoven fabric in accordance with Maryland State Highway Administration PE Type 1 and shall meet the following criteria:
 - a. Maximum apparent opening size of 0.43 mm in accordance with ASTM D4751,
 - b. Minimum grab tensile strength of 200 lbs. in accordance with ASTM D4632, and
 - c. Permittivity of 0.70 sec-1 in accordance with ASTM D4491.
- B. Stone: shall be clean, washed uniformly graded material with a porosity of 40%. Stone material shall be in accordance with the following:
 - 1. Level Spreader: Shall be double washed No. 57 with ASTM D-448.
 - 2. Stone Check Dams: Shall be washed, Class 0 rip rap, 4" – 7".
- C. Storm Drain Piping: The storm drain pipes shall consist of twelve inch (12") and fifteen

inch (15") high density polyethylene (HDPE) pipe. All storm drain piping and fittings shall be *Advanced Drainage Systems (ADS) N-12 ST IB* pipe. Substitutions must be approved by the Owner or Owner's Representative.

1. All piping shall have smooth interior and exterior corrugations and shall be in accordance with ASTM F2648.
2. Fittings shall conform to ASTM F2306.
3. Pipes shall be joined using bell & spigot meeting ASTM F2648. The joint shall be soil-tight and gaskets shall meet the requirements of ASTM F477.

Part 3 – Execution

A. General

1. The ESD devices may not be constructed until all contributing drainage and disturbed areas have been stabilized and approved by the Owner or Owner's Representative.

B. Excavation/grading: Excavate/grade ESD devices to the specified dimensions and grade shown on the Contract Drawings. Ensure that the sides and bottom of the channels/swales are uniform, ensuring that the bottom dimensions, depth, and grade throughout the ESD device are according to Contract Drawings.

C. Geotextile Installation

1. Place geotextile in the bottom and sides of the level spreader and on the bottom and side slopes of the check dams, keying-in to the top, in accordance with Contract Drawings.
2. Place the geotextile tightly against excavated area to eliminate voids. Avoid wrinkles and folds. Maintain at least 24" overlap at joint ends or breaks. Pin joints and overlaps to securely hold the geotextile in place until placement of the stone. Pin longitudinal joints, overlaps, and edges no more than 50 feet on center. Replace or repair any damaged geotextile.

D. Stone

1. Place corresponding stone material in each ESD device according to Contract Drawings.

E. Landscaping/seeding

1. All landscaping of ESD devices shall be in accordance with the Contract Drawings and specifications.

Part 4 - Measurement For Payment

No measurement for payment for this work shall be made since the cost shall be included in the lump sum price bid.

-END OF SECTION-

DIVISION 3 – CONCRETE**SECTION 03300 - CAST-IN-PLACE CONCRETE****Part 1 - General****1-1 Scope**

- A. The Contractor shall provide all materials, labor, equipment and services necessary for, and reasonably incidental to, furnishing and installing all cast-in-place concrete such as, but not limited to sidewalks and curb.
- B. Work shall consist of necessary subbase grading, forming, reinforcing, expansion joints, mixing, pouring, curing, finishing, and protection of concrete structures and surfaces.
- C. Related Work not included in this Section consists of the following:
 - 1. Section 02050 provided under "Site Preparation".
 - 2. Section 02220 provided under "Earthwork".
- D. Related Documents: The general provisions of the Contract, ASTM Standards in Building Codes, and the Maryland State Highway Administration Standard Specifications for Construction and Materials, July 2022, and all applicable supplements and addenda pertaining thereto apply to this section.

1-2 Quality Assurance

Skilled workforce experienced in concrete placement and finishing shall be used for all work. All materials shall be new and first order.

1-3 Testing Agency

The Contractor shall engage a professional testing agency to obtain concrete cylinders, conduct required breakage tests, and report findings in a suitable technical report format. Cost of testing, inspection and preparing the report shall be borne by the Contractor.

1-4 Submittals

- A. Submit the following information for approval prior to initiation of construction:
 - 1. Mix design, including complete information on all additives.
 - 2. Reinforcing steel certification.
 - 3. Expansion joint - manufacturer's catalog data.
- B. Submit all test reports upon receipt from the professional testing agency.

1-5 Delivery, Storage and Handling

Do not deliver concrete until forms, reinforcement, embedded items, and chamfer strips are in place and ready for concrete placement. Follow ACI 301 for job site storage of materials. Store reinforcement on racks raised above the ground to avoid excessive rusting. Protect materials from contaminants such as grease, oil, and dirt. Ensure materials can be accurately identified after bundles are broken and tags removed.

Part 2 – Products**2-1 Concrete**

- A. Contractor-Furnished Mix Design: ACI 211.1, ACI 301, and ACI 318 except as otherwise specified. The compressive strength (f'c) of the concrete for each portion of the structure(s) shall be indicated and as shown in Table I at the end of this section.
- B. Maximum slump shown in Table 1 may be increased one inch for methods of consolidation other than vibration. Slump may be increased to 7 inches when superplasticizers are used. Provide air entrainment using air-entraining admixture. The water soluble chloride ion concentrations in hardened concrete at ages from 28 to 42 days shall not exceed 0.15.
- C. Required Average Strength of Mix Design: The selected mixture shall produce an average compressive strength exceeding the specified strength by the amount indicated in ACI 301.

2-2 Materials

- A. Cement: ASTM C-150, Type I or II blended cement except as modified herein. The blended cement shall consist of a mixture of ASTM C-150 cement and one of the following materials: ASTM C-618 pozzolan or fly ash, or ASTM C-989 ground iron blast furnace slag. The pozzolan or fly ash content shall not exceed 25% by weight of the total cementitious material. The ground iron blast furnace slag shall not exceed 50% by weight of total cementitious material. For exposed concrete, use one manufacturer for each type of cement, ground slag, fly ash, and pozzolan.
- B. Water: Water shall be fresh, clean and potable.
- C. Aggregates: ASTM C-33, except as modified herein. Furnish aggregates for exposed concrete surfaces from one source. Aggregates shall not contain any substance which may be deleteriously reactive with the alkalis in the cement.
- D. Nonshrink Grout: ASTM C-1107.
- E. Admixtures: Calcium chloride shall not be used as an admixture.
 - 1. Air-Entraining: ASTM C-260.
 - 2. Accelerating: ASTM C-494, Type C.
 - 3. Retarding: ASTM C-494, Type B, D or G.
 - 4. Water Reducing: ASTM C-494, Type A or E.
- F. Materials for Forms: Provide wood, plywood, or steel. Use plywood or steel forms where a smooth form finish is required. Lumber shall be square edged or tongue-and-groove boards, free of raised grain, knotholes, or other surface defects. Plywood: PS-1, B-B concrete form panels or better. Steel form surfaces shall not contain irregularities, dents, or sags.
 - 1. Form Ties and Accessories: The use of wire alone is prohibited. Form ties and accessories shall not reduce the effective cover of the reinforcement.
 - 2. Reinforcing Bars: ASTM A-615/A-615M and ASTM A-617/A-617M with the bars marked A, Grade 60; ASTM A-706/A-706M.
 - 3. Chairs or concrete bricks to provide required clearance.

G. Reinforcement:

1. Reinforcing Bars: ACI 301 unless otherwise specified. ASTM A-615 / A-615M and ASTM A-617 / A-617M with bars marked A, grade 40. Epoxy-coated reinforcing steel bars ASTM A-775A / A-775M.

H. Materials for Curing Concrete:

1. Impervious Sheeting: ASTM C-171, waterproof paper, clear or white polyethylene sheeting, or polyethylene-coated burlap.
 2. Liquid Membrane-Forming Compound: ASTM C-309, white pigmented, Type 2, Class B.
- I. Expansion/Contraction Joint Filler: ASTM D-1751 or ASTM D-1752, 1/2 inch thick, unless otherwise indicated or as directed by the Owner or Owner's Representative.

Part 3 – Execution

3-1 Preparation: The Contractor shall prepare subgrade and place, grade and compact aggregate base course in accordance with Section 02200 – “Earthwork.” Forms and shoring shall not be placed until the Contractor's geotechnical consultant and the Owner's Representative have given approval.

3-2 Forms: ACI 301/301M. Provide forms and shoring for concrete placement. Set forms mortar-tight and true to line and grade. Forms shall be sufficiently strong to carry the dead weight of the concrete without deflection. Chamfer above grade exposed joints, edges, and external corners of concrete 0.75 inch unless otherwise indicated. Provide formwork with clean-out openings to permit inspection and removal of debris.

A. Coating: Before concrete placement, coat the contact surfaces of forms with a non-staining mineral oil, non-staining form coating compound, or two coats of nitrocellulose lacquer. Do not use mineral oil on forms for surfaces to which adhesive, paint, or other finish material is to be applied.

B. Removal of Forms and Supports: After placing concrete forms shall remain in place for the time periods specified in ACI 347R. Prevent concrete damage during form removal.

3-3 Placing Reinforcement and Miscellaneous Materials: ACI / MSP-2. Provide bars, wire fabric, wire ties, supports, and other devices necessary to install and secure reinforcement. Reinforcement must not have rust, scale, oil, grease, clay or foreign substances that would reduce the bond. Rusting of reinforcement is a basis of rejection if the effective cross-sectional area or the normal weight per unit length has been reduced. Remove loose rust prior to placing steel. Tack welding is prohibited.

A. Reinforcement Supports: Place reinforcement and secure with galvanized or non-corrodible chairs or spacers as approved by the Owner or Owner's Representative. For supporting reinforcement on the ground, use concrete or other non-corrodible material, having a compressive strength equal to or greater than the concrete being placed.

B. Epoxy Coated Reinforcing: Shall meet the requirements of ASTM A 775/ A 775M including Appendix XI, “Guidelines for Job Site Practices” except as otherwise specified herein. Epoxy-coated bars shall be tied with plastic-coated tie wire; or other materials acceptable to the Owner or Owner's Representative.

- C. Epoxy Coated Reinforcing Steel Placement and Coating Repair: Carefully handle and install bars to minimize job site patching. Do not drag bars over other bars or over abrasive surfaces. Keep bar free of dirt and grit. When possible, assemble reinforcement as tied cages prior to final placement into the forms. Support assembled cages on padded supports. It is not expected that coated bars, when in final position ready for concrete placement, are completely free of damaged areas; however, excessive nicks and scrapes which expose steel is cause for rejection. Criteria for defects which require repair and for those that do not require repair are as indicated. Inspect for defects and provide required repairs prior to assembly. After assembly, reinspect and provide final repairs.
1. Immediately prior to application of the patching material, manually remove any rust and debonded coating from the reinforcement by suitable techniques employing devices such as wire brushes and emery paper. Exercise care during this surface preparation so that the damaged areas are not enlarged more than necessary to accomplish the repair. Clean damaged areas of dirt, debris, oil, and similar materials prior to application of the patching material.
 2. Do repair and patching in accordance with the patching material manufacturer's recommendations. These recommendations, including cure times, must be available at the job site at all times. Patching material must be referenced in shop drawing submittals.
 3. Allow adequate time for the patching materials to cure in accordance with the manufacturer's recommendation prior to concrete placement.
- D. Cover: ACI/ MCP-2 for minimum coverage, unless otherwise indicated.
- E. Setting Miscellaneous Material: Place and secure anchors and bolts, pipe sleeves, conduits, chairs or concrete bricks to provide cover clearances, and other such items in position before concrete placement. Blocks for holding reinforcement away from contact with subgrade may be precast concrete blocks as approved by the Owner or Owner's Representative. Plumb anchor bolts and check location and elevation. Temporarily fill voids in sleeves with readily removable material to prevent the entry of concrete.
- F. Construction Joints: Locate joints to least impair strength. Continue reinforcement across joints unless otherwise indicated. In paved areas exposed to vehicular traffic, provide construction joints in accordance with the MD SHA Standards & Specifications and as directed by the Owner or Owner's Representative.
- G. Expansion Joints: Provide expansion joints along curbs at 40' maximum intervals. Make expansion joints 1/2 inch wide unless otherwise indicated. Completely fill joints exposed to weather with joint filler material and joint sealant. Do not extend reinforcement or other embedded material items bonded to the concrete through any expansion joint unless an expansion sleeve is used. In paved areas exposed to vehicular traffic, provide expansion joints in accordance with the MD SHA Standards & Specifications and as directed by the Owner or Owner's Representative.
- H. Contraction Joints: Provide contraction joints at a maximum spacing of 10 feet unless otherwise indicated. Contraction joints shall be a minimum of 1 inch deep after the surface has been finished. Complete saw joints within 4 to 12 hours after concrete placement. Protect joints from intrusion of foreign matter. Seal joints per MD SHA Specifications.

3-4 **Batching, Measuring, Mixing, and Transporting Concrete**: ASTM C-94, ACI 301, ACI 302.1R, and ACI 304R, except as modified herein. Batching equipment shall be such that the concrete ingredients are consistently measured within the following tolerances: 1% for cement and water,

2% for aggregate, and 3% for admixtures. Furnish mandatory batch ticket information for each load of ready mix concrete.

- A. Mixing: ASTM C-94 and ACI 301. Machine mix concrete. Begin mixing within 30 minutes after the cement has been added to the aggregates. Place concrete within 90 minutes of either addition of mixing water to cement and aggregates or addition of cement to aggregates if the air temperature is less than 85° F.
1. Reduce mixing time and place concrete within 60 minutes if the air temperature is greater than 84 degrees F except as follows: if set retarding admixture is used and slump requirements can be met, limit for placing concrete may remain at 90 minutes. Additional water may be added, provided that both the specified maximum slump and water-cement ratio are not exceeded. When additional water is added, an additional 30 revolutions of the mixer at mixing speed is required. If the entrained air content falls below the specified limit, add a sufficient quantity of admixture to bring the specified limit, add a sufficient quantity of admixture to bring the entrained air content within the specified limits. Dissolve admixtures in the mixing water and mix in the drum to uniformly distribute the admixture throughout the batch.
- B. Transporting: Transport concrete from the mixer to the forms as rapidly as practicable. Prevent segregation or loss of ingredients. Clean transporting equipment thoroughly before each batch. Do not use aluminum pipe or chutes. Remove concrete which has segregated in transporting and dispose of as directed.

3-5 Placing Concrete

Place concrete as soon as practicable after the forms and the reinforcement have been inspected and approved. Contractor shall contact the Owner or Owner's Representative forty-eight (48) hours prior to pour to allow sufficient time for inspection and any corrections. Do not place concrete when weather conditions prevent proper placement and consolidation: in uncovered areas during periods of precipitation, or in standing water. Deposit concrete as close as practicable to the final position in the forms. Do not exceed a free vertical drop of 3 feet from the point of discharge. Place concrete in one continuous operation from one end of the structure towards the other.

- A. Vibration: ACI 301/301M and ASTM A775. Furnish a spare working vibrator on the job site whenever concrete is placed. Consolidate concrete slabs greater than 4 inches in depth with high frequency mechanical vibrating equipment supplemented by hand spading and tamping. Consolidate concrete slabs 4 inches or less in depth by wood tampers, spading, and settling with a heavy leveling straightedge. Operate internal vibrators with vibratory element submerged in the concrete, with a minimum frequency of not less than 6000 impulses per minute when submerged. Do not use vibrators to transport the concrete in the forms. Insert and withdraw vibrators approximately 18 inches apart. Penetrate the previously placed lift with the vibrator when more than one lift is required. Place concrete in 18 inch maximum vertical lifts. External vibrators shall be used on the exterior surface of the forms when internal vibrators do not provide adequate consolidation of the concrete.
- B. Cold Weather: ACI 306.1. Do not allow concrete temperature to decrease below 50° F. Obtain approval prior to placing concrete when the ambient temperature is below 40° F or when concrete is likely to be subjected to freezing temperatures within 24 hours. Cover concrete and provide sufficient heat to maintain 50° F minimum adjacent to both the formwork and the structure while curing. Limit the rate of cooling to 5° F in any one hour and 50° F per 24 hours after heat application.
- C. Hot Weather: ACI 305R. Maintain required concrete temperature using Figure 2.1.5 in ACI 305R to prevent the evaporation rate from exceeding 0.2 pounds of water per square foot of exposed concrete per hour. Cool ingredients before mixing or use other suitable means

03300-5

to control concrete temperature and prevent rapid drying of newly placed concrete. Shade the fresh concrete as soon as possible after placing. Start curing when the surface of the fresh concrete is sufficiently hard to permit curing without damage.

Provide water hoses, pipes, spraying equipment, and water hauling equipment, where job site is remote to water source, to maintain a moist concrete surface throughout the curing period. Provide burlap cover or other suitable, permeable material with fog spray or continuous wetting of the concrete when weather conditions prevent the use of either liquid membrane curing compound or impervious sheets. For vertical surfaces, protect forms from direct sunlight and add water to top of structure once concrete is set.

- 3-6 Curing and Protection:** ACI 301/301M except 10 days for retaining walls or pavement and 21 days for concrete that will be in full-time or intermittent contact with seawater, salt spray, alkali soil or waters. Begin curing immediately following form removal. Avoid damage to concrete from vibration created by blasting, pile driving, movement of equipment in the vicinity, disturbance of formwork or protruding reinforcement, and any other activity resulting in ground vibrations. Protect concrete from injurious action by sun, rain, flowing water, frost, mechanical injury, tire marks, and oil stains. The materials and methods of curing shall be subject to approval by the Owner or Owner's Representative.
- A. Protection of Treated Surfaces: Prohibit pedestrian and vehicular traffic and other sources of abrasion at least 72 hours after compound application. Maintain continuity of the coating for the entire curing period and immediately repair the damage.

3-7 Field Quality Control

- A. Sampling ASTM C-172. Collect samples of fresh concrete to perform tests specified. ASTM C-31 / C-31M for making test specimens.
- B. Testing:
1. Slump Tests: ASTM C-143 / C-143M. Take concrete samples during concrete placement. The maximum slump may be increased as specified with the addition of an approved admixture provided that the water-cement ratio is not exceeded. Perform tests at commencement of concrete placement, when test cylinders are made, and for each batch (minimum) or every 10 cubic yards (maximum) of concrete.
 2. Temperature Tests: Test the concrete delivered and the concrete in the forms. Perform tests in hot or cold weather conditions (below 50° F and above 80° F) for each batch (minimum) or every 10 cubic yards (maximum) of concrete, until the specified temperature is obtained, and whenever test cylinders and slump tests are made.
 3. Compressive Strength Tests: ASTM C-39. Make three test cylinders for each set of tests in accordance with ASTM C-31 / C-31M. Precautions shall be taken to prevent evaporation and loss of water from the specimen. Test one cylinder at 7 days, one cylinder at 28 days, and hold one cylinder in reserve. Samples for strength tests of each mix design and concrete placed each day shall be taken not less than once a day, not less than once for each 100 cubic yards of concrete. If the average of any three consecutive strength test results is less than f'_c or if any strength test result falls below f'_c by more than 500 psi, take a minimum of three ASTM C-42 / C-42M core samples from the in-place work represented by the low test cylinder results and test. Concrete represented by core test shall be considered structurally adequate if the average of three cores is equal to at least 85% of f'_c and if no single core is less than 75% of f'_c . Locations represented by erratic core strengths shall be retested. Remove

concrete not meeting strength criteria and provide new acceptable concrete. Repair core holes with non-shrink grout. Match color and finish of adjacent concrete.

4. Air Content: ASTM C-231 for normal weight concrete. Test air-entrained concrete for air content at the same frequency as specified for slump tests.

TABLE 1					
f'c Cast-In-Place Concrete					
Location, MD-SHA Mix Designation	f'c (Min. 28 Day Comp. Strength) (psi)	ASTM C-33 Aggregate Size No.)	Range of Slump (inches)	Water-Cement Ratio (max. by weight)	Air Entr. (percent)
Curb (MD-SHA Mix No. 2)	3000	57 or 67	2-5	0.50	5-8

Part 4 - Measurement

No measurement for payment of these items of work will be made since their cost shall be included in the lump sum bid.

- END OF SECTION -

DIVISION 3

SECTION 03303 – PARKING BUMPERS

Part 1 - General**1-1 Scope**

- A. The Contractor shall provide all materials, labor, equipment and services necessary for, and reasonably incidental to, furnishing and installing all parking bumpers.
- B. Related Work not included in this Section consists of the following:
 - 1. Section 02050 provided under “Site Preparation”.
- C. Related Documents: The general provisions of the Contract and Contract Drawings.

1-2 Quality Assurance

All materials shall be new and first order.

1-3 Submittals

- A. Submit the following information for approval prior to initiation of construction:
 - 1. Product Data: for each type of product.

Part 2 – Products**2-1 Parking Bumpers**

- A. Concrete Wheel Stops: Precast, steel-reinforced, air-entrained concrete, 4000-psi minimum compressive strength, manufacturer's standard height and width by 72 inches long. Provide chamfered corners, transverse drainage slots on underside], and a minimum of two factory- formed or -drilled vertical holes through wheel stop for anchoring to substrate.
 - 1. Surface Appearance: Free of pockets, sand streaks, honeycombs, and other obvious defects. Corners shall be uniform, straight, and sharp.
 - 2. Surface Sealer: Manufacturer's standard salt-resistant, clear sealer, applied at precasting location.
 - 3. Mounting Hardware: Galvanized-steel spike or dowel, 1/2-inch diameter, 10-inch minimum length.

Part 3 – Execution**3-1 Examination**

- A. Verify that pavement is in suitable condition to begin installation according to manufacturer's written instructions.
- B. Proceed with installation only after unsatisfactory conditions have been corrected

3.2 Installation

- A. Install wheel stops according to manufacturer's written instructions unless otherwise indicated.
- B. Securely anchor wheel stops to pavement with hardware in each preformed vertical hole in wheel stop as recommended in writing by manufacturer. Recess head of hardware beneath top of wheel stop.

- END OF SECTION -

SPECIAL FORM OF PROPOSAL

NORTHERN WORCESTER ATHLETIC COMPLEX – PARKING LOT CONSTRUCTION

DATE: _____

County Commissioners of Worcester County
1 West Market Street, Room 1103
Snow Hill, MD 21863

We hereby submit our proposal for the following:

PROPOSED PARKING LOTS
NORTHERN WORCESTER ATHLETIC COMPLEX
9039 WORCESTER HIGHWAY
BERLIN, MD 21811

After carefully examining the documents for the subject construction –

Documents & Specifications: JSH Project #: 2020-110 & 2023-043

Addenda numbered: _____

and having received clarifications on all items of conflict or upon which any doubt arose, the undersigned propose to furnish all materials, labor and equipment called for by the said documents for the entire work for the stipulated sum of:

BASE BID:

For all work required for the construction of the two (2) proposed parking lots, re-striping the existing parking lot, and associated earthwork, including stormwater management and sediment erosion control, the Lump Sum of:

_____ DOLLARS (\$ _____)
WRITTEN FIGURES

ADD/ALTERNATE:

For all work required for the replacement of two (2) existing 15” CMP pipes with two (2) new 15” smooth walled HDPE pipes within the existing ditch, the Lump Sum of:

_____ DOLLARS (\$ _____)
WRITTEN FIGURES

(Sign for Identification)

SCHEDULE OF UNIT PRICES

The following unit prices, if accepted in the award of the Contract, shall be applied in computing the value of changes, additions, deletions, and substitutions, which may be made in the work following the Award of Contract. Each unit price shall include all work, materials, and incidentals necessary to complete the items.

NOTE: Prices shall be written in both words and numbers. In case of discrepancy, the amount shown in words will govern.

UNIT	DESCRIPTION	UNIT PRICE	UNIT PRICE WRITTEN IN WORDS
LS	Mobilization		
LS	Construction Stakeout		
LS	Traffic		
LS	Clearing & Grubbing		
LS	Materials Testing/3rd party geotechnical inspector		
LS	Earthwork (all classes) - demolition, stripping, salvaging, common borrow, etc.		
LS	Sediment Erosion Control		

ITEM 5

UNIT	DESCRIPTION	UNIT PRICE	UNIT PRICE WRITTEN IN WORDS
L.F.	12" HDPE Pipe		
L.F.	15" HDPE Pipe		
L.F.	2" SCH 40 PVC Electrical Conduit		
S.Y.	Geotextile Fabric - stone check dams & level spreader		
L.F.	Concrete Curb - Berlin Std 10.01		
C.Y.	Class 0 Rip Rap (4" - 7" stone)		
C.Y.	Double Washed No. 57 stone		
TON	Superpave Asphalt Mix - Surface		
TON	Superpave Asphalt Mix - Base		
TON	Base Aggregate		

ITEM 5

UNIT	DESCRIPTION	UNIT PRICE	UNIT PRICE WRITTEN IN WORDS
S.Y.	Tensar HX5.5 Geogrid		
LS	Parking Lot Striping - New Lots		
LS	Parking Lot Restriping - Existing Lot		
EACH	Parking Sign		
EACH	Parking Bumper		
L.S.	As-Builts		
L.S.	Site Stabilization - topsoil, seeding & mulching		

(Sign for Identification)



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: August 15, 2023
RE: Request to Bid – South Point Bulkhead Replacement – Phase I and II

Attached for your review and approval are bid documents for the replacement of approximately 556 linear feet of existing timber bulkhead with a new vinyl sheet bulkhead system, including new tieback system at the South Point Boat Ramp. Due to the grant being used, we were required to split the project into two phases. Both phases will be completed at the same time and by one contractor. Once the Commissioners have had the opportunity to review these documents, it is requested that authorization be provided to solicit bids for these services.

These bid documents were sent to and approved by the Maryland Department of Natural Resources (DNR) within the terms and conditions of the grant.

Funding for these services in the amount of \$500,000 was approved in the waterway improvement fund, DNR, and is 100 percent reimbursable.

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:	<u>South Point Bulkhead Replacement Phase I</u>
DEPARTMENT:	<u>Recreation and Parks</u>

VENDOR:

NAME:	_____
ADDRESS:	_____

BID OPENING:

DATE:	_____
TIME:	_____

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SECTION I: INTRODUCTION**A. PURPOSE**

1. The purpose of this Invitation for Bid Document is for Worcester County (“County”) to contract for the replacement of approximately 261 linear feet of existing timber bulkhead with a new vinyl sheet bulkhead system, including new tieback system 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 _____.
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 compiled 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: **SOUTH POINT BULKHEAD REPLACEMENT PHASE I** 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: 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 Bid 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 Bid 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 Bid 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 Bid 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 Bid Documents, whether incorporated in the construction or not, and the Successful Vendor will promptly replace and re-execute the Work in accordance with the Bid 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. BID BOND

1. Bid Documents must be accompanied by a Bid Bond if the Vendor's total Bid amount exceeds \$100,000, payable to the County for five percent of the total amount of the bid. After the analysis of the Bid Documents the County will return Bid Bonds to all Vendors except the three lowest Responsive and Responsible Vendors. After execution of the Contract, and receipt, execution, and approval of the Successful Vendor's Payment and Performance bond, the Bid Bonds will be returned. A certified check may be used in lieu of a Bid Bond.

2. The County, at its discretion, may consider a Vendor in default if the Vendor fails to execute the Contract, in which the County will retain said Bid Bond.

P. 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 Bid 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 Bid 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.

Q. 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: BID SPECIFICATIONS

A. SCOPE

1. The County is seeking bids from qualified Vendors for the replacement of approximately 261 linear feet of existing timber bulkhead with a new vinyl sheet bulkhead system, including new tieback system in accordance with the terms and conditions and specifications set forth in this solicitation.
2. Work includes bulkhead replacement, but not replacement of the boat ramp.
3. This bid package is for phase I of a two phase project. The attached drawings include both phases.

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. SUMMARY

1. All materials shall be as specified.
2. As applicable, all materials shall be new and shall be delivered to the job site with labels intact and legible. The Successful Vendor shall be responsible for the proper storage of said materials throughout the project and shall replace, at no additional cost to the County any supplies or materials judged unacceptable by the County.
3. The Successful Vendor shall be responsible for the coordination, off-loading, and proper storage of all materials and supplies up until the time of final inspection and project acceptance.
4. Materials shall be stored in a safe area out of the way of traffic. The Parks Superintendent shall approve any on site storage location prior to the arrival of any materials. All materials shall be stored off the ground surface and should be protected from the weather with a waterproof covering. Any special storage instruction required by the material manufacturer shall be performed by the Successful Vendor as specified.
5. All work must be completed by March 1, 2024.

D. METHOD OF WORK

1. All work shall be as called for in these written specifications.
2. The Successful Vendor shall adhere to OSHA MOSHA regulations throughout the project to insure the safety of his/her employees, state employees, and the public.
3. The Successful Vendor shall maintain the work site in a safe, neat, and orderly manner throughout the entire project. The Successful Vendor shall take steps necessary to prevent the accumulation of debris at the job site.

E. GENERAL REQUIREMENTS

1. The Successful Vendor must be licensed to perform Work in the state of Maryland.

F. PRE-BID CONFERENCE

1. A pre-bid meeting has been scheduled for **10:30am on** _____ on-site at 5820 South Point Rd Berlin, MD 21811.

G. ATTACHMENTS

1. South Point Bulkhead Drawings – Dated February 2022
2. Approved Maryland Department of Environment General Tidal Wetlands Permit

H. PAYMENT

1. The County will make payment(s) to the Successful Vendor within thirty (30) calendar days from the receipt of a proper invoice for approved and accepted work performed.

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 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 “SOUTH POINT BULKHEAD REPLACEMENT PHASE I” 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	EXTENDED PRICE
1	Provide labor, materials and equipment for the replacement of approximately 261 linear feet of existing timber bulkhead with a new vinyl sheet bulkhead system, including new tieback system as stated in the Bid Specifications.	

Vendor agrees to have the Work completed no later than March 1, 2024. (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 active litigation? (Yes)____ (No) ____ Check One.

Is your company currently involved in any mergers or acquisitions? (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.

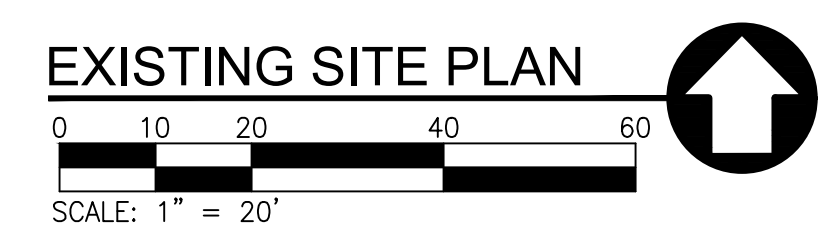
- a. All documents prepared under the Contract must be available to the County upon request and will become the exclusive property of the County upon termination or completion of the services. The County may use the documents without restriction or without additional compensation to the Contractor. The 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.

PRINTS ISSUED FOR:
REVIEW

REVISIONS		
REV #	DESCRIPTION	DATE
1		
2		
3		
4		
5		
6		
7		



- NOTES:**
1. ALL ELEVATIONS ARE BASED ON NAVD88 DATUM AND STATE PLANE COORDINATES
 2. PRIOR TO START OF WORK, THE CONTRACTOR SHALL HAVE A LICENSED SURVEYOR FIELD MARK THE PROPERTY LINE FOR THE PROJECT SITE PARTICULARLY RELATED TO INTERFACES WITH ADJACENT PROPERTY OWNERS.
 3. CONTRACTOR SHALL ADHERE TO THE CONDITIONS OF THE APPROVED PERMITS FOR THE PROJECT.

GMB
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 206 DOWNTOWN PLAZA
 SALISBURY, MARYLAND 21801
 410-742-3115, FAX 410-548-5790
 www.gmbnet.com

**SOUTHPOINT
 BULKHEAD REPLACEMENT
 WORCESTER COUNTY, MARYLAND**

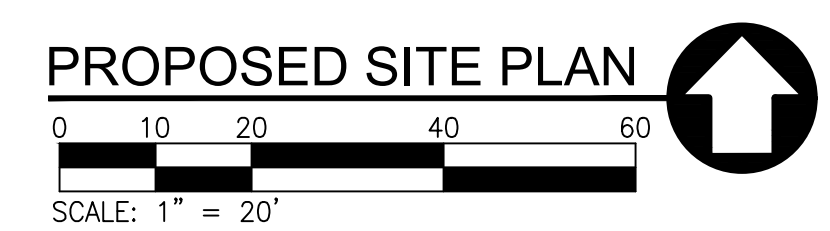
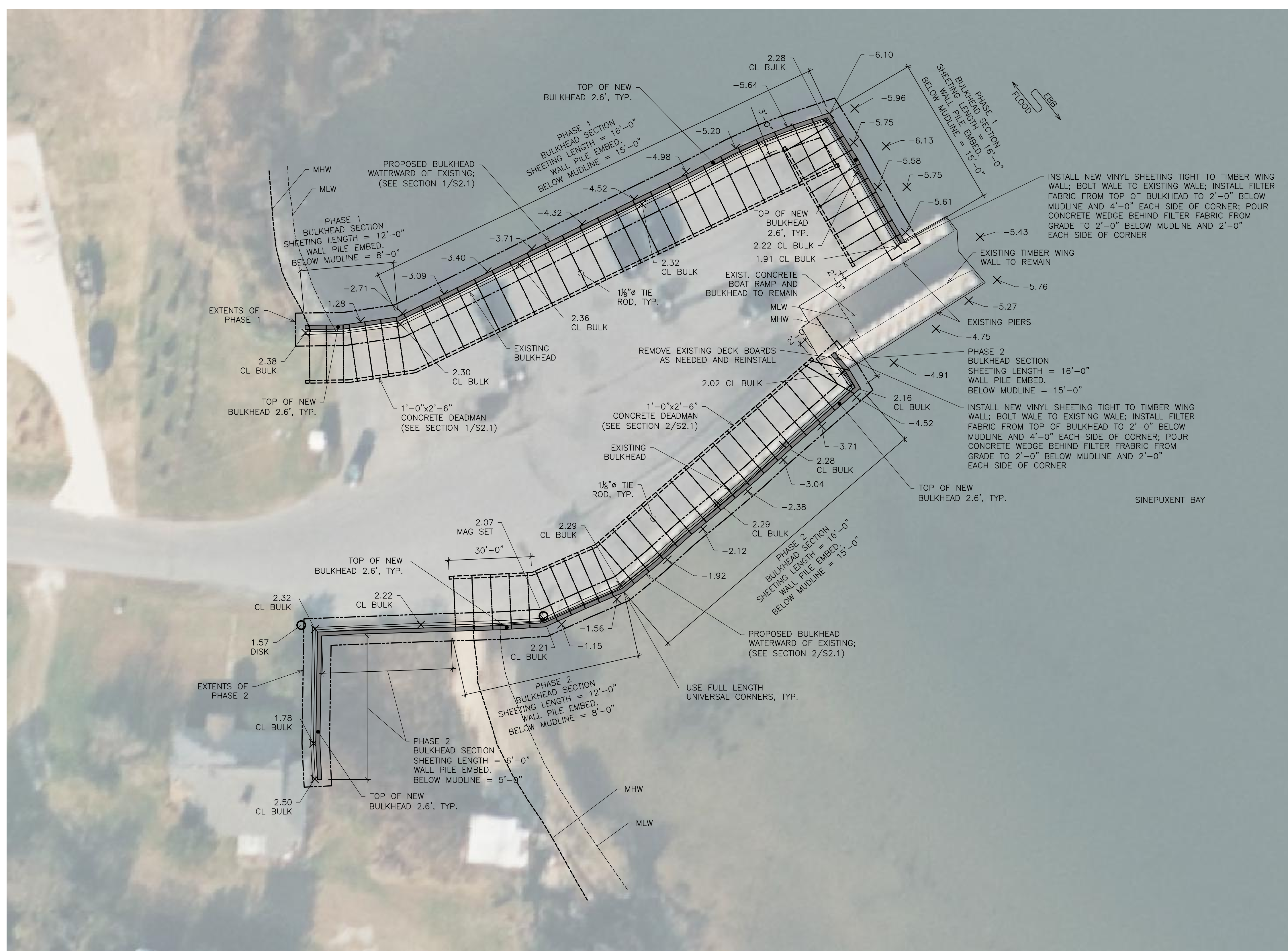
**EXISTING
 SITE PLAN**

SCALE: AS NOTED	SHEET NO.
DESIGN BY: ARM	S1.1
DRAWN BY: TFVT	
CHECKED BY: ARM	
GMB FILE: 220133	
DATE: FEB 2022	

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PRINTS ISSUED FOR:
REVIEW

REVISIONS		
REV #	DESCRIPTION	DATE
1		
2		
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7		



NOTE:
 1. PRIOR TO START OF WORK, THE CONTRACTOR SHALL HAVE A LICENSED SURVEYOR FIELD MARK THE PROPERTY LINE FOR THE PROJECT SITE PARTICULARLY RELATED TO INTERFACES WITH ADJACENT PROPERTY OWNERS.
 2. CONTRACTOR SHALL ADHERE TO THE CONDITIONS OF THE APPROVED PERMITS FOR THE PROJECT.

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**SOUTHPOINT
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 WORCESTER COUNTY, MARYLAND**

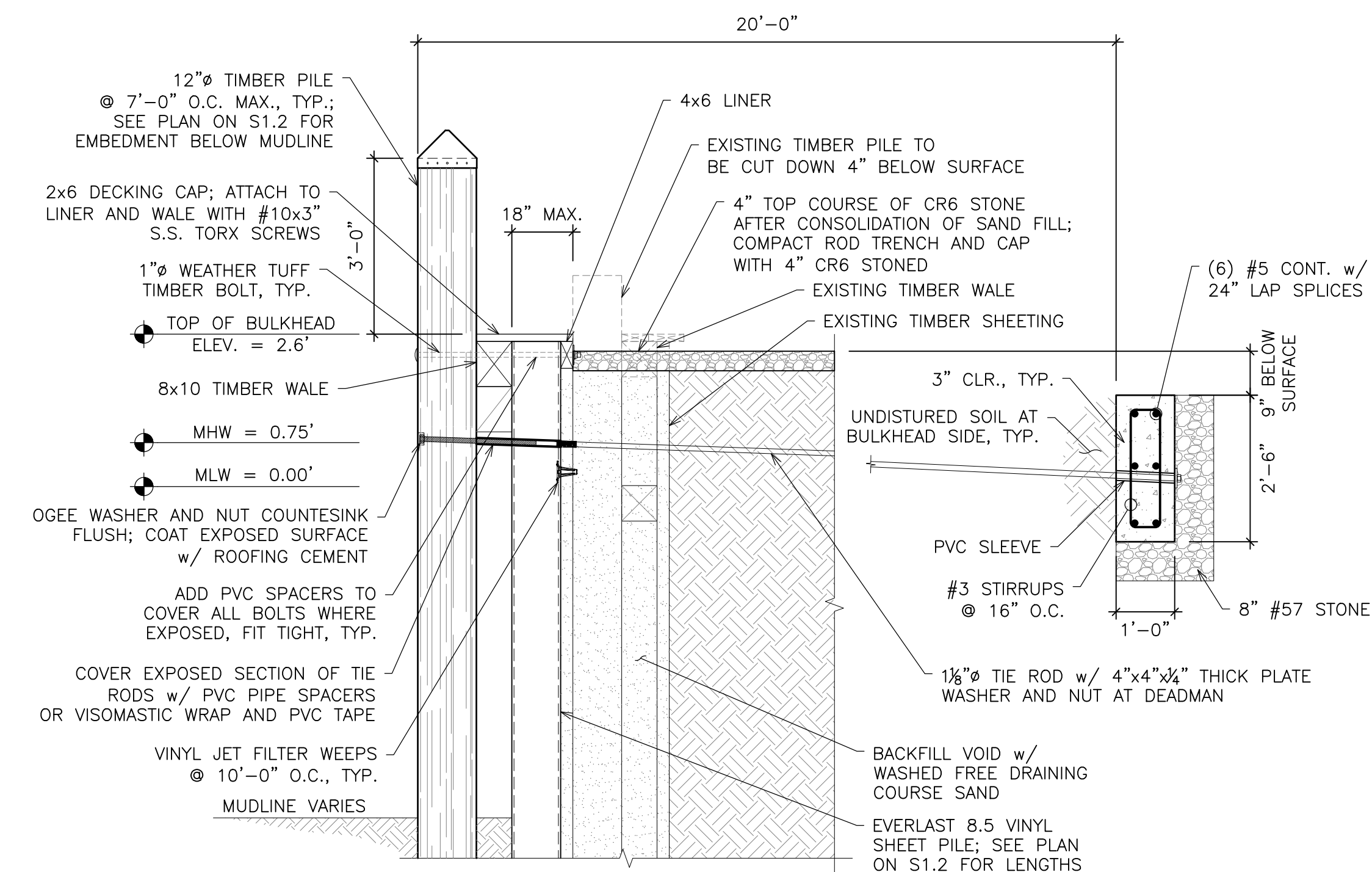
**PROPOSED
 SITE PLAN**

SCALE: AS NOTED	SHEET NO.
DESIGN BY: ARM	S1.2
DRAWN BY: TFWT	
CHECKED BY: ARM	
GMB FILE: 220133	
DATE: FEB 2022	

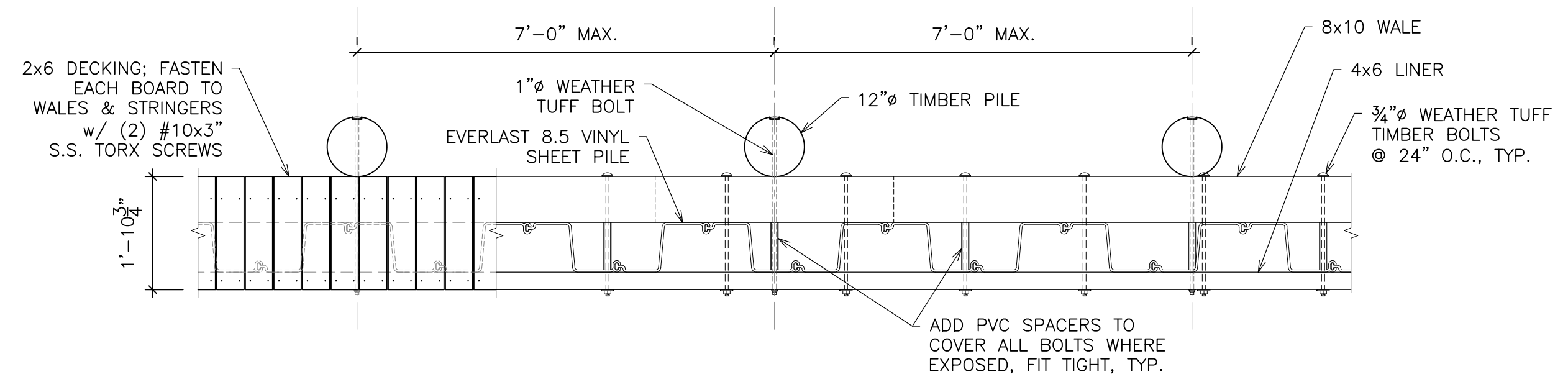
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PRINTS ISSUED FOR:
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REVISIONS		
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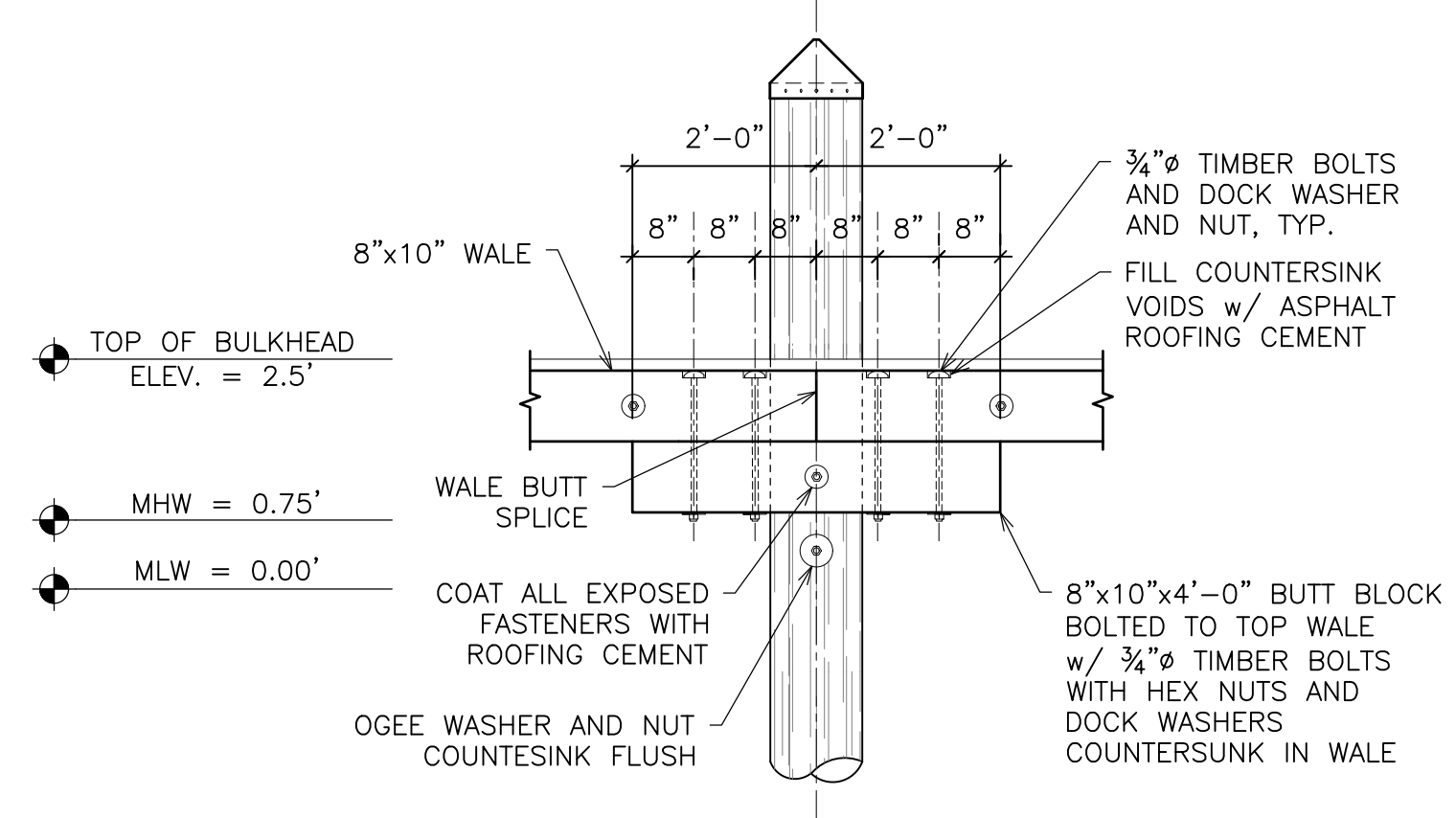


PROPOSED BULKHEAD SECTION 1
SCALE: 1/2" = 1'-0" S2.1

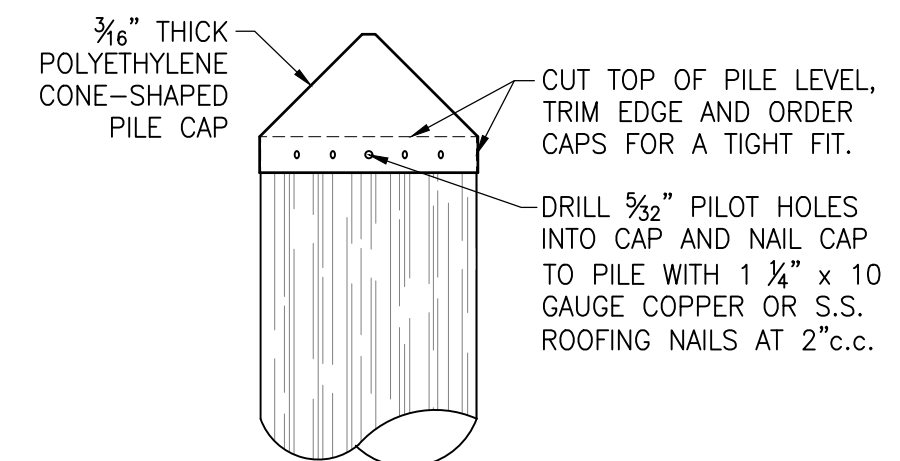


TYPICAL BULKHEAD PLAN
SCALE: 1/2" = 1'-0"

NOTE:
1) TIE RODS NOT SHOWN FOR CLARITY.



TYP. WALE SPlice DETAIL
SCALE: 1/2" = 1'-0"



PLASTIC CONE CAP OPTION

NOTE:
SHALL BE WHITE CONE CAPS

TYP. PILE CAP DETAIL
N.T.S.

STRUCTURAL NOTES

- 1) TIMBER PILES SHALL BE SOUTHERN PINE CONFORMING TO ASTM D-25, CLASS B WITH A 2.5 CCA RATING. PILES SHALL BE DRIVEN TO AN EMBEDMENT LENGTH OF 15.00' BELOW MUDLINE UNLESS NOTED OTHERWISE. DAMAGED PILES SHALL BE REMOVED AND REPLACED.
- 2) ALL BOLTS SHALL BE DOME HEAD WEATHER-TUFF TIMBER BOLTS CONFORMING TO ASTM A307. ALL WASHERS U.N.O. SHALL BE 1/4" THICK N.Y.D.D. DOCK WASHERS AND NUTS SHALL BE HEAVY HEX TYPE UNLESS NOTED OTHERWISE. ALL NAILS SHALL BE STAINLESS STEEL RING SHANK OR ANNULAR NAILS AND IN ACCORDANCE WITH THE SIZES GIVEN IN THE CONTRACT DOCUMENTS. ALL HARDWARE SHALL BE HOT DIP GALVANIZED IN ACCORDANCE WITH ASTM A153, EXCEPT NAILS AND SCREWS, WHICH SHALL BE STAINLESS STEEL.
- 3) ALL WALERS TO BE SOUTHERN PINE, NO. 2 OR BETTER GRADE TREATED 2.5CCA. ALL DECKING BOARDS SHALL BE SOUTHERN PINE, NO.1 GRADE TREATED 0.15CA.
- 4) USE FULL LENGTH VINYL CORNER PIECES FROM MANUFACTURER WHICH MATCH VINYL SHEETING PROFILES, TYPICAL ALL CORNERS AND BENDS.
- 5) VINYL SHEETING SHALL BE EVERLAST (SEE PLAN FOR SIZE) OR APPROVED EQUIVALENT.
- 6) CONCRETE (CAST-IN-PLACE) DESIGN AND DETAILING SHALL CONFIRM TO THE REQUIREMENTS OF ACI 318-19. CONTRACTOR SHALL SUBMIT MIX DESIGNS ACCOMPANIED BY APPROPRIATE GRAPHS AND BACKGROUND DATA FOR APPROVAL. MIX DESIGN SHALL INDICATE 7 AND 28 DAY STRENGTHS, CEMENT CONTENT, AIR CONTENT, WATER-CEMENT RATIO, AMOUNT OF FINE AND COARSE AGGREGATES, AND ADMIXTURES.
- 7) MINIMUM COMPRESSIVE STRENGTH OF CONCRETE AT 28 DAYS SHALL BE AS FOLLOWS, UNLESS NOTED OTHERWISE.
DEADMAN 3000 PSI
- 8) IF NEEDED, DEWATERING SYSTEM MUST INCLUDE CODE COMPLIANT WATER FILTRATION AT DISCHARGE.
- 9) THE GENERAL CONTRACTOR SHALL SUBMIT SHOP DRAWINGS AND/OR PRODUCT DATA SHEETS FOR ALL STRUCTURAL ELEMENTS SHOWN ON THE CONTRACT DOCUMENTS FOR APPROVAL. THE STRUCTURAL ENGINEER WILL NOT BE RESPONSIBLE FOR THE STRUCTURAL CERTIFICATION AND DESIGN OF THE PROJECT IF THE GENERAL CONTRACTOR FAILS TO OBTAIN APPROVAL OF THE SHOP DRAWINGS. THE GENERAL CONTRACTOR SHALL INFORM THE STRUCTURAL ENGINEER IN WRITING CONCERNING DEVIATIONS AND/OR OMISSIONS FROM THE CONTRACT DOCUMENTS AT THE TIME OF SHOP DRAWING SUBMISSION. THE GENERAL CONTRACTOR SHALL REVIEW ALL SHOP DRAWINGS AND SHALL MAKE ALL CORRECTIONS HE DEEMS NECESSARY BEFORE SUBMISSION. THE GENERAL CONTRACTOR SHALL STATE ON THE SHOP DRAWINGS THAT CONTRACT DOCUMENT REQUIREMENTS HAVE BEEN MET AND THAT ALL DIMENSIONS, CONDITIONS AND QUANTITIES HAVE BEEN REVIEWED AND VERIFIED AS SHOWN AND/OR CORRECTED ON THE SHOP DRAWINGS.

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**SOUTHPOINT
BULKHEAD REPLACEMENT
WORCESTER COUNTY, MARYLAND**

**SECTIONS AND
DETAILS**

SCALE: AS NOTED	SHEET NO.
DESIGN BY: ARM	S2.1
DRAWN BY: TFFT	
CHECKED BY: ARM	
GMB FILE: 220133	
DATE: FEB 2022	

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Maryland
Department of
the Environment

Larry Hogan, Governor
Boyd K. Rutherford, Lt. Governor

Horacio Tablada, Secretary
Suzanne E. Dorsey, Deputy Secretary

October 27, 2022

County Commissioners of Worcester County Maryland
c/o George, Miles & Buhr, LLP
Attention: Reggie Mariner
206 W Main St
Salisbury, Md 21801

Via email: rmariner@gmbnet.com

Re: Agency Interest Number: 71926
Tracking Number: 202261641
Tidal Authorization Number: 22-GL-1052

Dear County Commissioners of Worcester County Maryland:

Your application to alter tidal wetlands has been evaluated by the Tidal Wetlands Division. Your State wetlands license or permit authorizing work in tidal wetlands is attached. Please take a moment to read and review your authorization to ensure that you understand the limits of the authorized work and all of the general and special conditions.

Your project qualifies for federal approval under the Maryland State Programmatic General Permit (MDSPGP) under the Category A limits. The federal permit is not attached. The MDSPGP permit, general conditions, and activity specific special conditions must be downloaded from the Department's website at https://mde.maryland.gov/programs/Water/WetlandsandWaterways/Pages/MDSPGP6_conditions.aspx. You will need to download the following: Cover Letter, MDSPGP General Conditions, and the following MDSPGP-6 Activity-Specific Conditions (GP6) B3. You should not begin any work until you have obtained all necessary State, local, and federal authorizations.

This State authorization is a final agency decision; there is no further opportunity for administrative review. Any person with standing, who is either the applicant or who participated in the public participation process through the submission of written or oral comments, may petition for judicial review in the circuit court in the county where the authorized activity will occur. The petition for judicial review must be filed with the court within 30 days of receipt of this decision. Please contact Matt Godbey at Matt.Godbey@maryland.gov or 410-901-4033 with any questions.

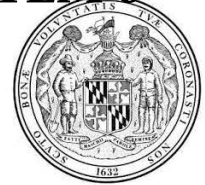
Sincerely,

Jonathan Stewart, Chief
Eastern Region
Tidal Wetlands Division



STATE OF MARYLAND
DEPARTMENT OF THE ENVIRONMENT
WATER AND SCIENCE ADMINISTRATION
GENERAL TIDAL WETLANDS LICENSE

ITEM 6



LICENSE NUMBER: **22-GL-1052**
EFFECTIVE DATE: **October 27, 2022**
EXPIRATION DATE: **October 26, 2025**
LICENSEE: **WO County Commissioners**
ADDRESS: **One West Market St, Rm 1103**
Snow Hill, MD 21863
PROJECT LOCATION: **5820 South Point Rd**
Berlin, MD 21811
Sinepuxent Bay in Worcester County

PURSUANT TO THE AUTHORITY OF THE BOARD OF PUBLIC WORKS, TITLE 16 OF THE ENVIRONMENT ARTICLE, ANNOTATED CODE OF MARYLAND, AND CODE OF MARYLAND REGULATIONS 26.24 AND 23.02.04, County Commissioners of Worcester County Maryland (“LICENSEE”) IS AUTHORIZED BY THE WATER AND SCIENCE ADMINISTRATION (“ADMINISTRATION”) TO CONDUCT THE FOLLOWING REGULATED ACTIVITY IN STATE TIDAL WETLANDS, IN ACCORDANCE WITH THE CONDITIONS OF THIS LICENSE AND THE ATTACHED PLANS DATED September 13, 2022 PREPARED BY George, Miles & Buhr, LLP, AND APPROVED BY THE ADMINISTRATION’S TIDAL WETLANDS DIVISION ON October 27, 2022, AND INCORPORATED HEREIN:

Construct and backfill 550 linear feet of replacement vinyl bulkhead within a maximum of 18 inches channelward of a deteriorated bulkhead.

SPECIAL CONDITIONS

- A. The Licensee shall complete construction of the bulkhead prior to filling behind the bulkhead. The bulkhead shall be designed and constructed to prevent the loss of fill material to waters of the State of Maryland. Only clean fill, which is free of organic, toxic, contaminated, or deleterious materials, shall be used.

GENERAL CONDITIONS

- A. The Maryland Department of the Environment has determined that the proposed activities comply with, and will be conducted in a manner consistent with the State’s Coastal Zone Management Program, as required by Section 307 of the Federal Coastal Zone Management Act of 1972, as amended.
- B. The Licensee shall comply with all Critical Area requirements and obtain all necessary authorizations from local jurisdiction. This License does not constitute authorization for disturbance in the 100-foot Critical Area Buffer. “Disturbance” in the Buffer means clearing, grading, construction activities, or removal of any size of tree or vegetation. Any anticipated Buffer disturbance requires prior written approval, before commencement of land disturbing activity, from local jurisdiction in the form of a Buffer Management Plan.

ITEM 6

- C. If the authorized work is not performed by the property owner, all work performed under this Tidal Wetlands License shall be conducted by a marine contractor licensed by the Marine Contractors Licensing Board (MCLB) in accordance with Title 17 of the Environment Article of Annotated Code of Maryland. A list of licensed marine contractors may be obtained by contacting the MCLB at 410-537- 3249, by e-mail at MDE.MCLB@maryland.gov or by accessing the Maryland Department of the Environment, Environmental Boards webpage.
- D. The Licensee certifies real property interest in the contiguous upland.
- E. The issuance of this permit is not a validation or authorization by the Department for any of the existing structures depicted on the plan sheets on the subject property that is not part of the authorized work description, nor does it relieve the Licensee of the obligation to resolve any existing noncompliant structures and activities within tidal wetlands.
- F. This License does not authorize any existing structures depicted on the plan sheets that are not specifically described in the description of work.
- G. The Licensee acknowledges that this authorization is based on current water depths that are existing and indicated on the attached plan sheet. This License proposes no dredging and this license provides no justification or assurances for future dredging. All dredging projects will be evaluated on the biological and physical characteristics of the site at the time an application is made.
- H. The Licensee shall obtain an approved sediment and erosion control plan from the local soil conservation district when the area disturbed is greater than 5000 square feet or 100 cubic yards of fill.
- I. The Licensee shall ensure that a copy of this License, including the approved plans, is available at the site until the authorized work is complete.
- J. The Licensee shall make every reasonable effort to design and construct the structure or perform the activity authorized in this License in a manner which minimizes adverse impacts on natural resource values, including water quality, plants, wildlife, plant and wildlife habitat, and on historic property values.
- K. The Secretary of the Environment may suspend or revoke a License if the Secretary finds that the Licensee has not complied with any condition or limitation in the License or has exceeded the scope of the authorized activities.
- L. The Licensee shall indemnify, defend and hold harmless the State of Maryland, its officials, officers, and employees from and against any and all liability, suits, claims and actions of whatever kind, caused by or arising from the work authorized by the License.
- M. The Licensee acknowledges that this License does not transfer any property interest in State tidal wetlands. This License allows the Licensee to use State tidal wetlands only for the structure or activity authorized herein and in no way limits the use of waters of the State by the public.
- N. This License is valid only for use by the Licensee. Permission for transfer of the License shall be obtained from the Water and Science Administration, Tidal Wetland Division. The terms and conditions of this License shall be binding on any assignee or successor in interest of the License.

ITEM 6

- O. The Licensee shall allow representatives of the Maryland Department of the Environment to inspect the authorized activities.
- P. The Licensee shall notify the Maryland Department of the Environment, Water and Science Administration, Compliance Program at least 10 days before starting the authorized activities at (410) 901-4020.
- Q. The Licensee shall complete construction of the activity authorized under this License by the expiration date, otherwise a new General License shall be obtained.
- R. Upon completion of the authorized activities, the Licensee shall notify the Maryland Department of the Environment, Water and Science Administration, Compliance Program at (410) 901-4020.

By authority of the Secretary of the Environment:



11/1/2022

Heather L. Nelson, Program Manager
Wetlands and Waterways Protection Program

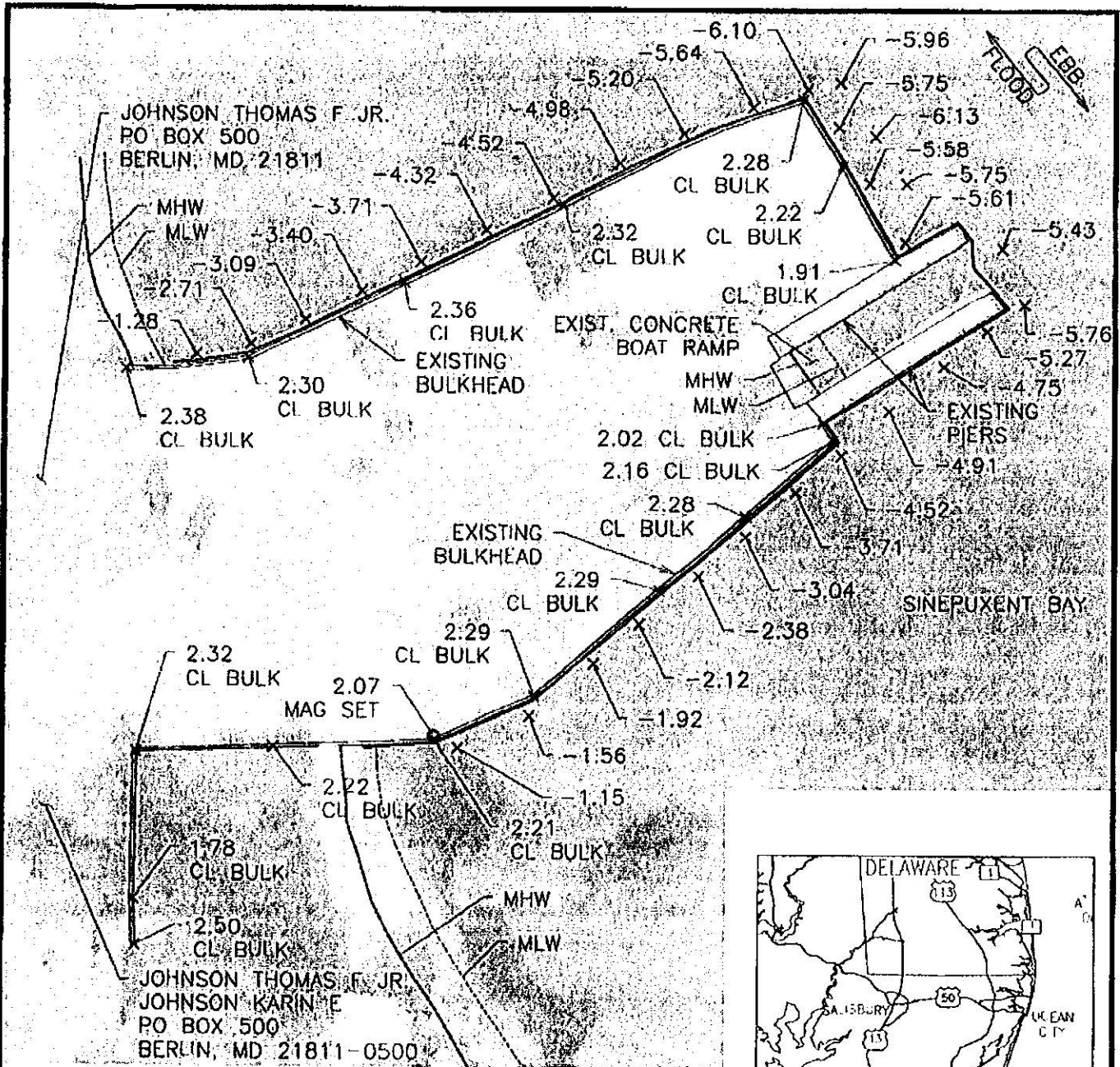
Date

Tidal Wetland Reviewer: *Matt Godbey*

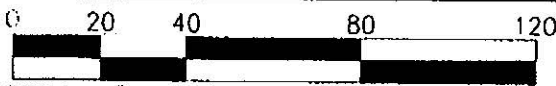
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Tracking Number: 202261641
Agency Interest Number: 71926

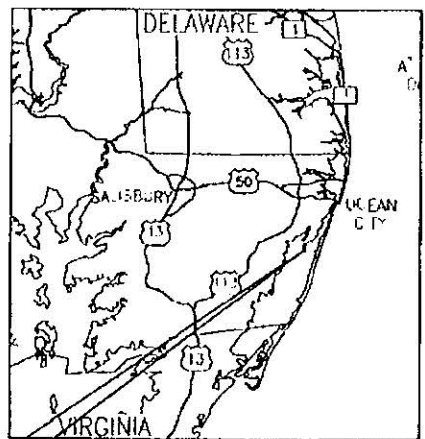
Enclosure: Plans dated **September 13, 2022**
cc: WSA Inspection & Compliance Program



EXISTING SITE PLAN



SCALE: 1" = 40'



VICINITY MAP
N.T.S.

PROJECT AREA

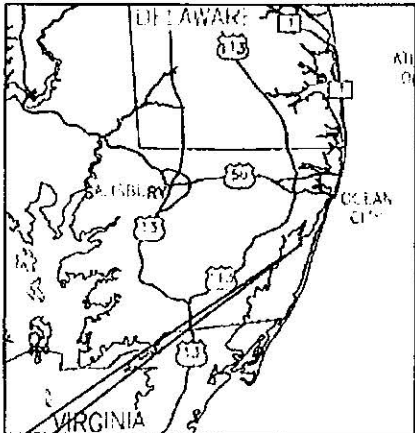
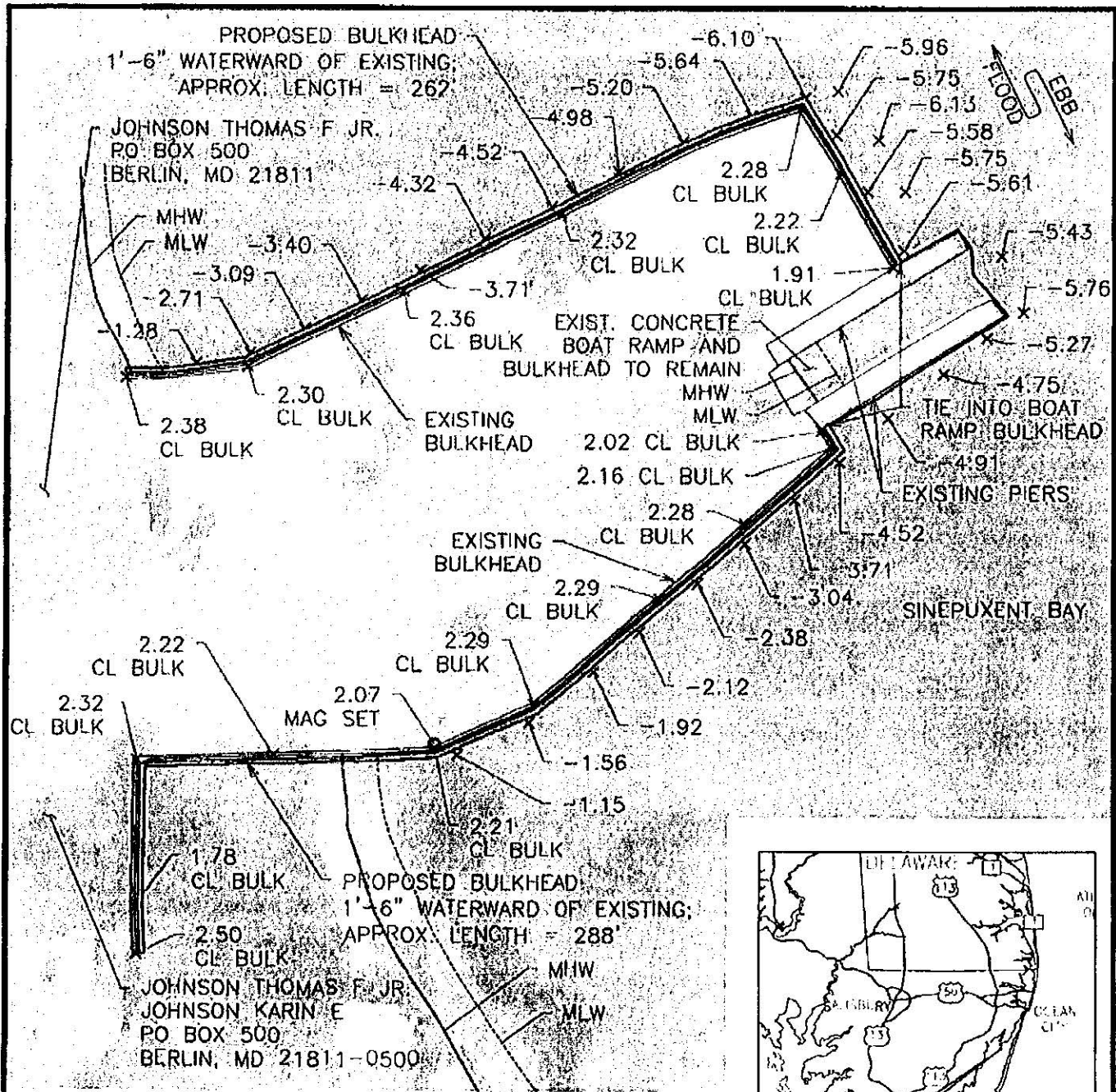
DRAWN BY: JFVI
CK. BY: ARM
JOB NO.: 220133
SCALE: AS NOTED
DATE: AUG 2022

GMB
GEORGE, MILES & BUHR, LLC
ARCHITECTS & ENGINEERS
SALISBURY - BALTIMORE - SEAFORD
www.gmbnet.com

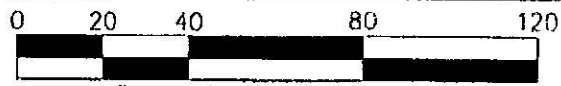
**SOUTH POINT
BULKHEAD REPLACEMENT
WORCESTER COUNTY, MD**

1

22-GL-1052
202261641
71926
9/13/2022
6-36



PROPOSED SITE PLAN



PROJECT AREA

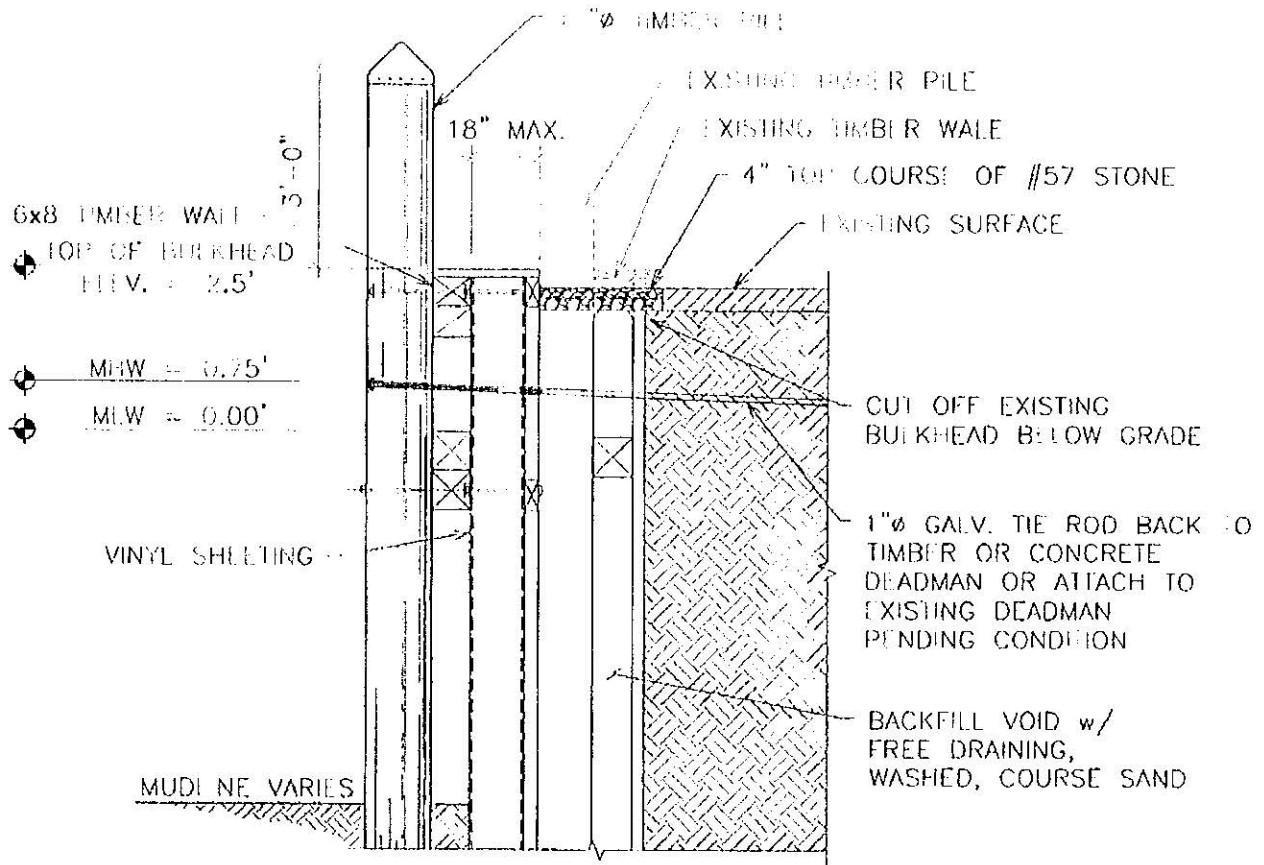
VICINITY MAP
N.T.S.

DRAWN BY: TTYT
 CK. BY: ARM
 JOB NO.: 220133
 SCALE: AS NOTED
 DATE: AUG 2022

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 GEORGE, MIES & BUHR, L.C.
 ARCHITECTS & ENGINEERS
 SALISBURY • BALTIMORE • SEAFORD
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**SOUTH POINT
 BULKHEAD REPLACEMENT
 WORCESTER COUNTY, MD**

22-GL-1052
 202261641
 71926
 9/13/2022
6-37



PROPOSED BULKHEAD SECTION

SCALE: 3/8" = 1' 0"

DRAWN BY: TCVT
 CK. BY: ARM
 JOB NO.: 220133
 SCALE: AS NOTED
 DATE: AUG 2022



SOUTH POINT
 BULKHEAD REPLACEMENT
 WORCESTER COUNTY, MD

3

22-GL-1052
 202261641
 71926
 9/13/2022
6-38

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



INVITATION FOR BID

PROJECT:	<u>South Point Bulkhead Replacement Phase II</u>
DEPARTMENT:	<u>Recreation and Parks</u>

VENDOR:

NAME:	_____
ADDRESS:	_____

BID OPENING:

DATE:	_____
TIME:	_____

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SECTION I: INTRODUCTION**A. PURPOSE**

1. The purpose of this Invitation for Bid Document is for Worcester County (“County”) to contract for the replacement of approximately 295 linear feet of existing timber bulkhead with a new vinyl sheet bulkhead system, including new tieback system 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 _____.
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 compiled 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: **SOUTH POINT BULKHEAD REPLACEMENT PHASE II** 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: 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 Bid 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 Bid 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 Bid 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 Bid 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 Bid Documents, whether incorporated in the construction or not, and the Successful Vendor will promptly replace and re-execute the Work in accordance with the Bid 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. BID BOND

1. Bid Documents must be accompanied by a Bid Bond if the Vendor's total Bid amount exceeds \$100,000, payable to the County for five percent of the total amount of the bid. After the analysis of the Bid Documents the County will return Bid Bonds to all Vendors except the three lowest Responsive and Responsible Vendors. After execution of the Contract, and receipt, execution, and approval of the Successful Vendor's Payment and Performance bond, the Bid Bonds will be returned. A certified check may be used in lieu of a Bid Bond.

2. The County, at its discretion, may consider a Vendor in default if the Vendor fails to execute the Contract, in which the County will retain said Bid Bond.

P. 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 Bid 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 Bid 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.

Q. 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: BID SPECIFICATIONS

A. SCOPE

1. The County is seeking bids from qualified Vendors for the replacement of approximately 295 linear feet of existing timber bulkhead with a new vinyl sheet bulkhead system, including new tieback system in accordance with the terms and conditions and specifications set forth in this solicitation.
2. Work includes bulkhead replacement, but not replacement of the boat ramp.
3. This bid package is for phase II of a two-phase project. The attached drawings include both phases.

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. SUMMARY

1. All materials shall be as specified.
2. As applicable, all materials shall be new and shall be delivered to the job site with labels intact and legible. The Successful Vendor shall be responsible for the proper storage of said materials throughout the project and shall replace, at no additional cost to the County any supplies or materials judged unacceptable by the County.
3. The Successful Vendor shall be responsible for the coordination, off-loading, and proper storage of all materials and supplies up until the time of final inspection and project acceptance.
4. Materials shall be stored in a safe area out of the way of traffic. The Parks Superintendent shall approve any on site storage location prior to the arrival of any materials. All materials shall be stored off the ground surface and should be protected from the weather with a waterproof covering. Any special storage instruction required by the material manufacturer shall be performed by the Successful Vendor as specified.
5. All work must be completed by March 1, 2024.

D. METHOD OF WORK

1. All work shall be as called for in these written specifications.
2. The Successful Vendor shall adhere to OSHA MOSHA regulations throughout the project to insure the safety of his/her employees, state employees, and the public.
3. The Successful Vendor shall maintain the work site in a safe, neat, and orderly manner throughout the entire project. The Successful Vendor shall take steps necessary to prevent the accumulation of debris at the job site.

E. GENERAL REQUIREMENTS

1. The Successful Vendor must be licensed to perform Work in the state of Maryland.

F. PRE-BID CONFERENCE

1. A pre-bid meeting has been scheduled for **11:00am on _____** on-site at 5820 South Point Rd Berlin, MD 21811.

G. ATTACHMENTS

1. South Point Bulkhead Drawings – Dated February 2022
2. Approved Maryland Department of Environment General Tidal Wetlands Permit

H. PAYMENT

1. The County will make payment(s) to the Successful Vendor within thirty (30) calendar days from the receipt of a proper invoice for approved and accepted work performed.

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 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 “SOUTH POINT BULKHEAD REPLACEMENT PHASE II” 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	EXTENDED PRICE
1	Provide labor, materials and equipment for the replacement of approximately 295 linear feet of existing timber bulkhead with a new vinyl sheet bulkhead system, including new tieback system as stated in the Bid Specifications.	

Vendor agrees to have the Work completed no later than March 1, 2024. (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 active litigation? (Yes)____ (No) ____ Check One.

Is your company currently involved in any mergers or acquisitions? (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

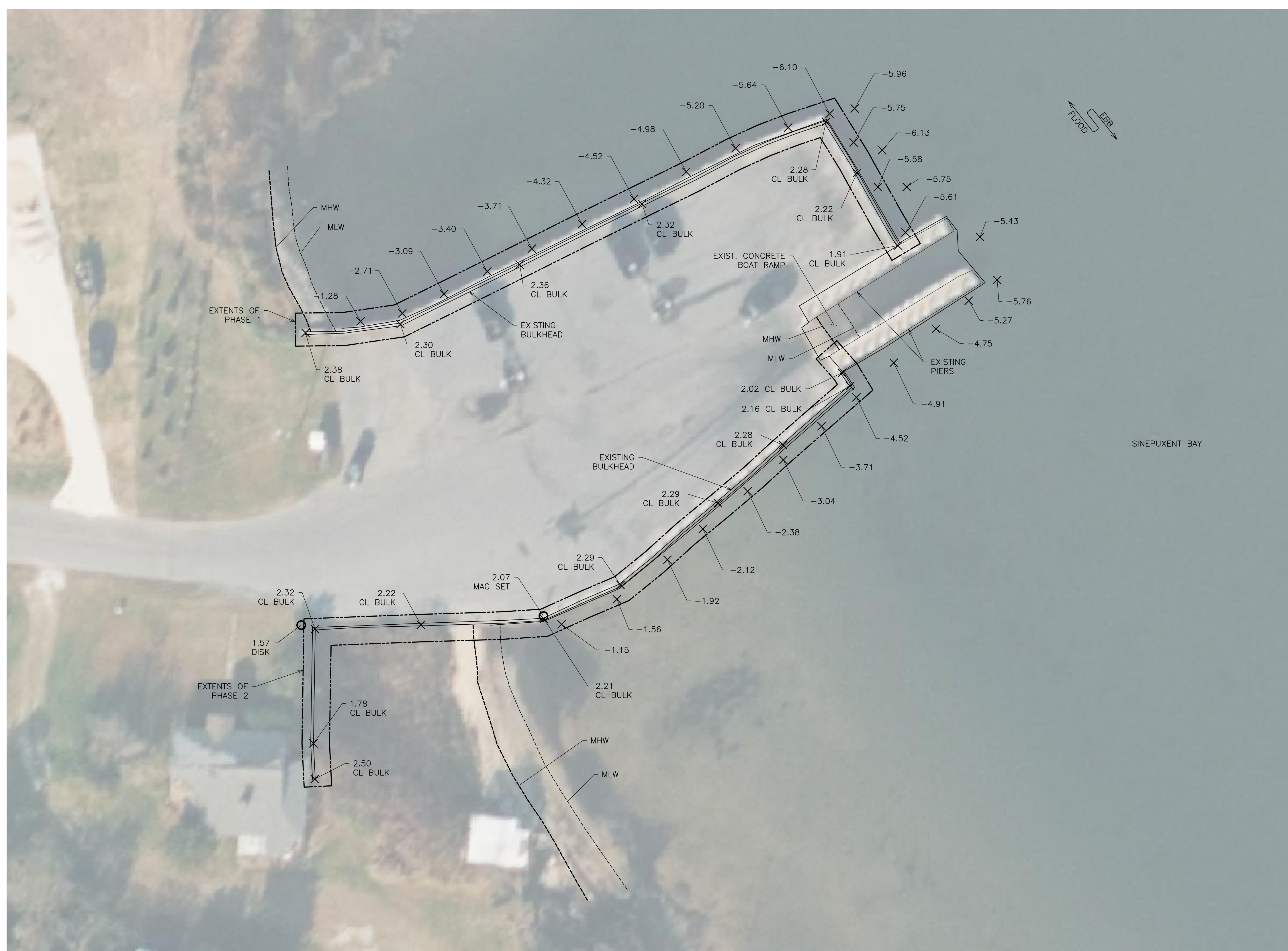
the use of any patented design, device, materials, or process, or any trademark or copyright, and must indemnify the County, its officers, agents, and employees with respect to any claim, action, costs, or infringement, for royalties or user fees, arising out of purchase or use of materials, construction,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

PRINTS ISSUED FOR:
REVIEW

REVISIONS		
REV #	DESCRIPTION	DATE
1		
2		
3		
4		
5		
6		
7		



EXISTING SITE PLAN

0 10 20 40 60
SCALE: 1" = 20'

- NOTES:**
1. ALL ELEVATIONS ARE BASED ON NAVD88 DATUM AND STATE PLANE COORDINATES
 2. PRIOR TO START OF WORK, THE CONTRACTOR SHALL HAVE A LICENSED SURVEYOR FIELD MARK THE PROPERTY LINE FOR THE PROJECT SITE PARTICULARLY RELATED TO INTERFACES WITH ADJACENT PROPERTY OWNERS.
 3. CONTRACTOR SHALL ADHERE TO THE CONDITIONS OF THE APPROVED PERMITS FOR THE PROJECT.

GMB
 GEORGE, MILES & BUHR, LLC
 ARCHITECTS & ENGINEERS
 SALISBURY • BALTIMORE • SEAFORD
 206 DOWNTOWN PLAZA
 SALISBURY, MARYLAND 21801
 410-742-3115, FAX 410-548-5790
 www.gmbnet.com

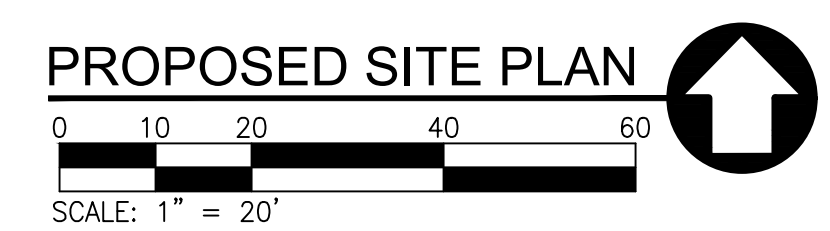
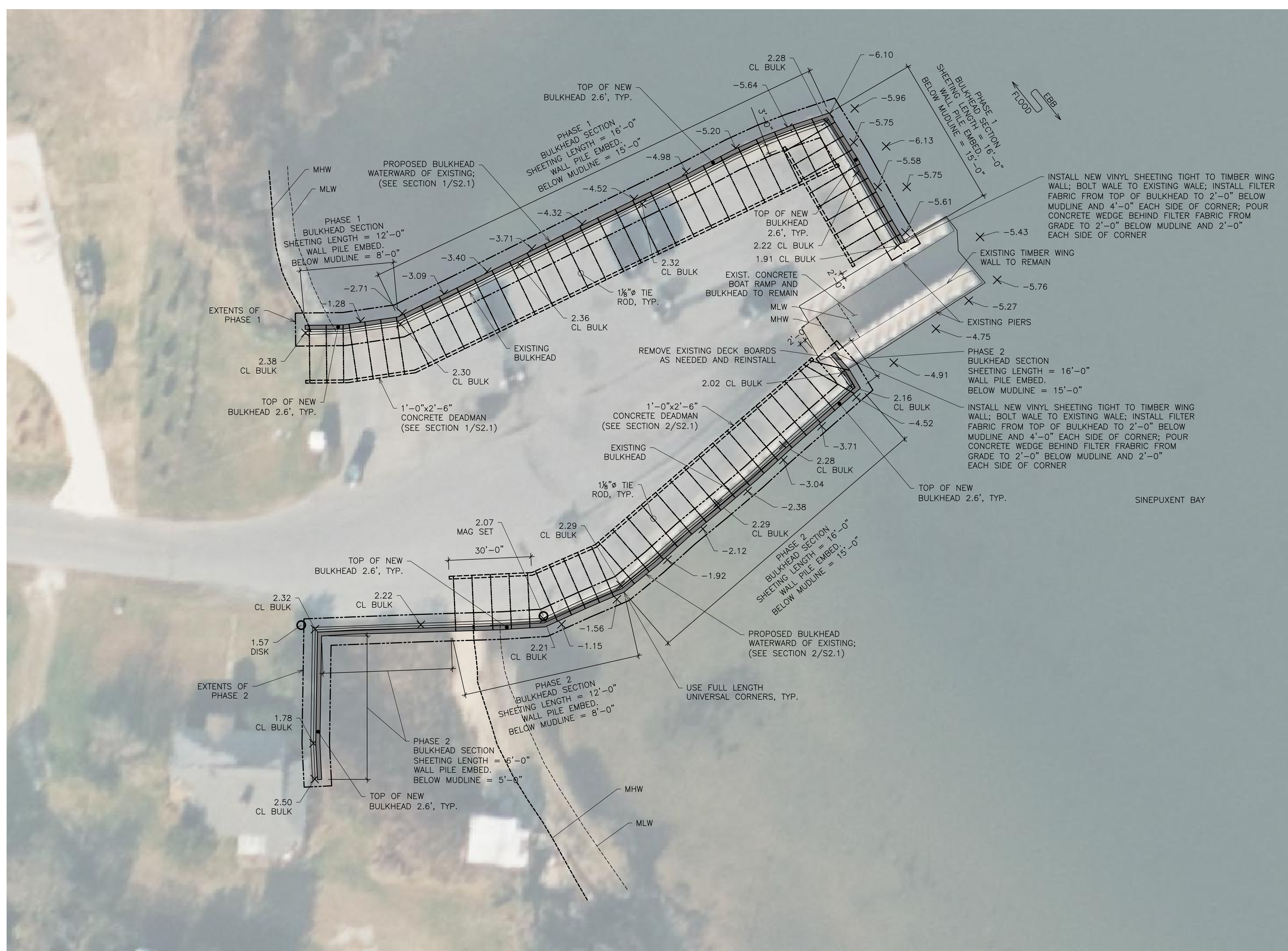
**SOUTHPOINT
 BULKHEAD REPLACEMENT
 WORCESTER COUNTY, MARYLAND**

**EXISTING
 SITE PLAN**

SCALE: AS NOTED	SHEET NO.
DESIGN BY: ARM	S1.1
DRAWN BY: TFVT	
CHECKED BY: ARM	
GMB FILE: 220133	
DATE: FEB 2022	

PRINTS ISSUED FOR:
REVIEW

REVISIONS		
REV #	DESCRIPTION	DATE
1		
2		
3		
4		
5		
6		
7		



NOTE:
 1. PRIOR TO START OF WORK, THE CONTRACTOR SHALL HAVE A LICENSED SURVEYOR FIELD MARK THE PROPERTY LINE FOR THE PROJECT SITE PARTICULARLY RELATED TO INTERFACES WITH ADJACENT PROPERTY OWNERS.
 2. CONTRACTOR SHALL ADHERE TO THE CONDITIONS OF THE APPROVED PERMITS FOR THE PROJECT.

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**SOUTHPOINT
 BULKHEAD REPLACEMENT
 WORCESTER COUNTY, MARYLAND**

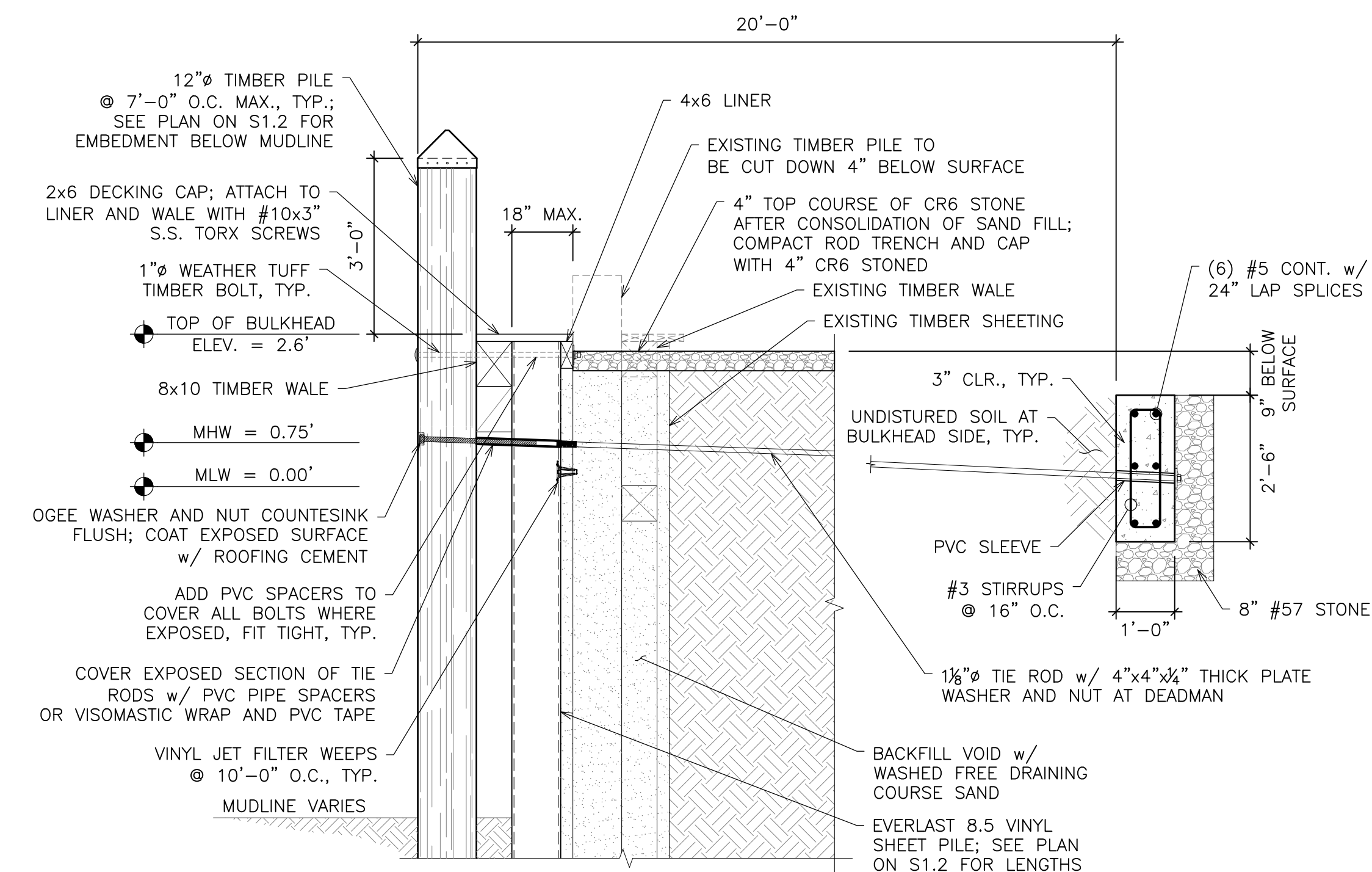
**PROPOSED
 SITE PLAN**

SCALE: AS NOTED	SHEET NO.
DESIGN BY: ARM	S1.2
DRAWN BY: TFFT	
CHECKED BY: ARM	
GMB FILE: 220133	
DATE: FEB 2022	

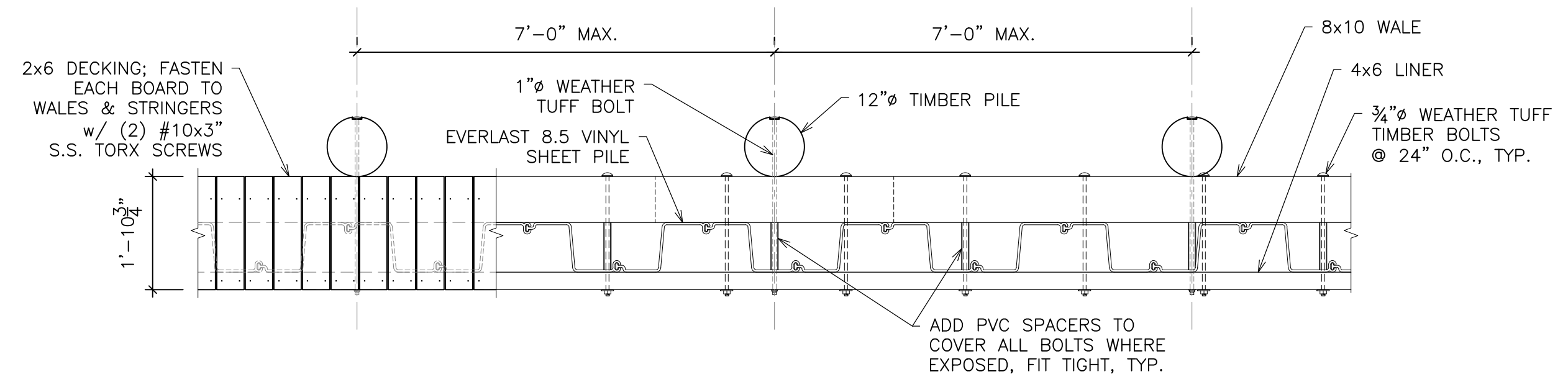
C:\Projects\2022\220133 South Point Bulk Ramp Bulkhead Design\Drawings\Current\South Point Bulkhead (220133).dwg, 7/1/2023 3:51 PM, User: FV, Title:

PRINTS ISSUED FOR:
REVIEW

REVISIONS		
REV #	DESCRIPTION	DATE
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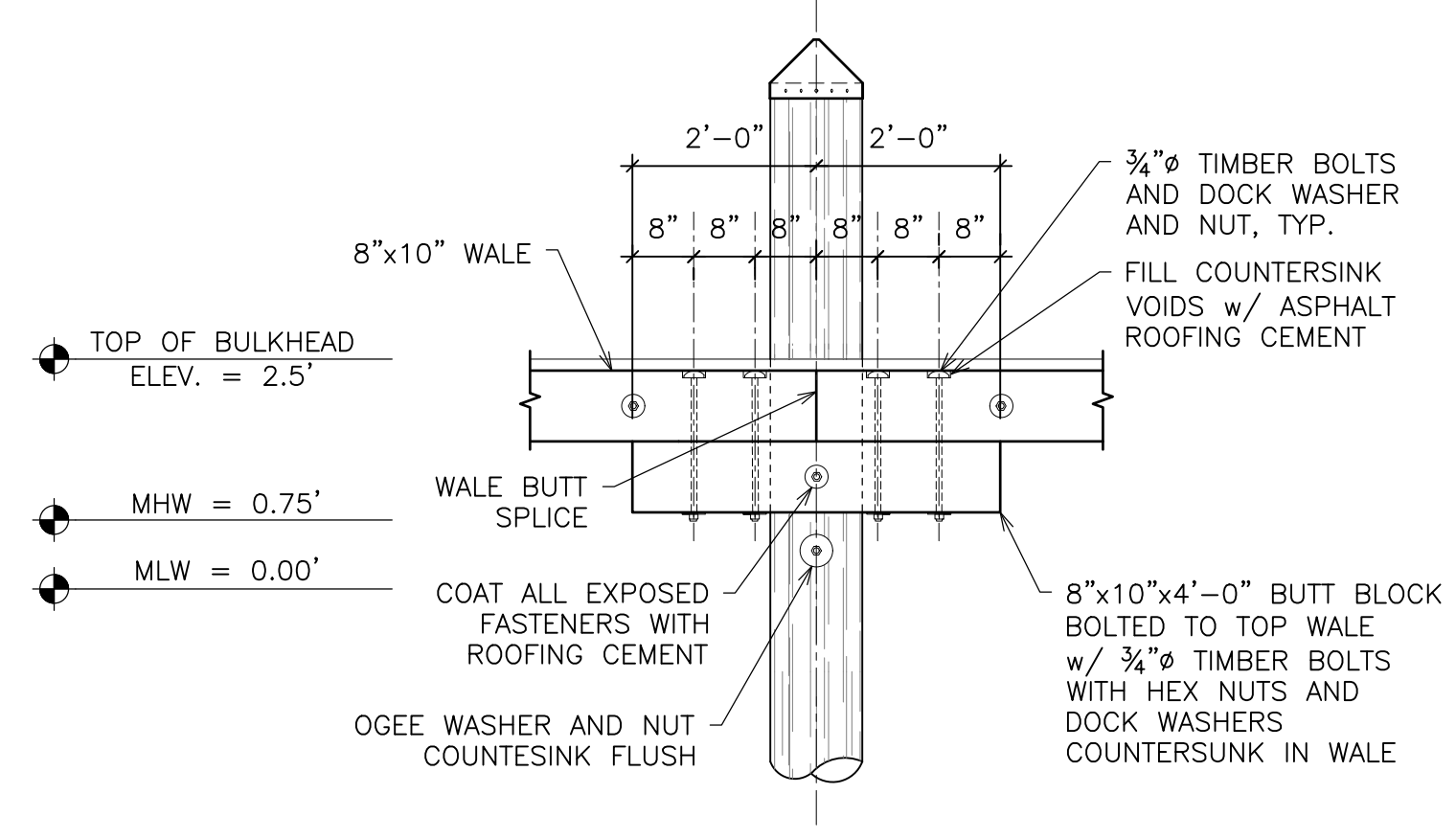


PROPOSED BULKHEAD SECTION 1
SCALE: 1/2" = 1'-0"

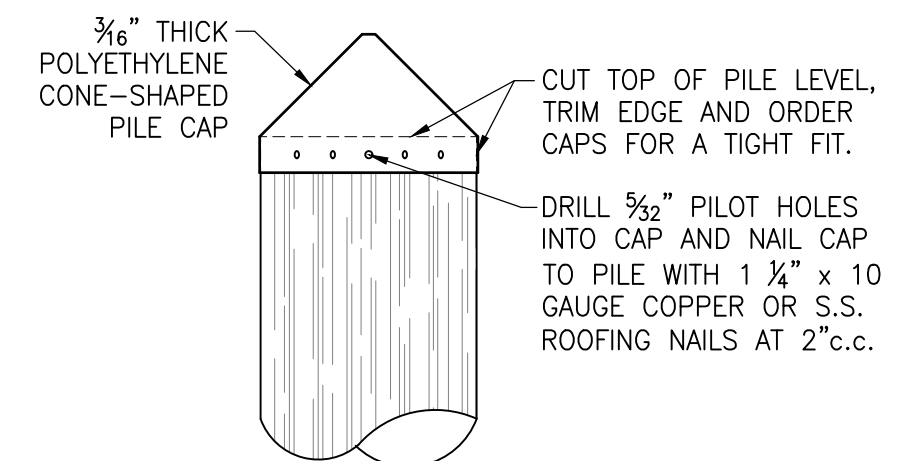


TYPICAL BULKHEAD PLAN
SCALE: 1/2" = 1'-0"

NOTE:
1) TIE RODS NOT SHOWN FOR CLARITY.



TYP. WALE SPLICE DETAIL
SCALE: 1/2" = 1'-0"



TYP. PILE CAP DETAIL
N.T.S.

STRUCTURAL NOTES

- TIMBER PILES SHALL BE SOUTHERN PINE CONFORMING TO ASTM D-25, CLASS B WITH A 2.5 CCA RATING. PILES SHALL BE DRIVEN TO AN EMBEDMENT LENGTH OF 15.00' BELOW MUDLINE UNLESS NOTED OTHERWISE. DAMAGED PILES SHALL BE REMOVED AND REPLACED.
- ALL BOLTS SHALL BE DOME HEAD WEATHER-TUFF TIMBER BOLTS CONFORMING TO ASTM A307. ALL WASHERS U.N.O. SHALL BE 1/4" THICK N.Y.D.D. DOCK WASHERS AND NUTS SHALL BE HEAVY HEX TYPE UNLESS NOTED OTHERWISE. ALL NAILS SHALL BE STAINLESS STEEL RING SHANK OR ANNULAR NAILS AND IN ACCORDANCE WITH THE SIZES GIVEN IN THE CONTRACT DOCUMENTS. ALL HARDWARE SHALL BE HOT DIP GALVANIZED IN ACCORDANCE WITH ASTM A153, EXCEPT NAILS AND SCREWS, WHICH SHALL BE STAINLESS STEEL.
- ALL WALERS TO BE SOUTHERN PINE, NO. 2 OR BETTER GRADE TREATED 2.5CCA. ALL DECKING BOARDS SHALL BE SOUTHERN PINE, NO.1 GRADE TREATED 0.15CA.
- USE FULL LENGTH VINYL CORNER PIECES FROM MANUFACTURER WHICH MATCH VINYL SHEETING PROFILES, TYPICAL ALL CORNERS AND BENDS.
- VINYL SHEETING SHALL BE EVERLAST (SEE PLAN FOR SIZE) OR APPROVED EQUIVALENT.
- CONCRETE (CAST-IN-PLACE) DESIGN AND DETAILING SHALL CONFIRM TO THE REQUIREMENTS OF ACI 318-19. CONTRACTOR SHALL SUBMIT MIX DESIGNS ACCOMPANIED BY APPROPRIATE GRAPHS AND BACKGROUND DATA FOR APPROVAL. MIX DESIGN SHALL INDICATE 7 AND 28 DAY STRENGTHS, CEMENT CONTENT, AIR CONTENT, WATER-CEMENT RATIO, AMOUNT OF FINE AND COARSE AGGREGATES, AND ADMIXTURES.
- MINIMUM COMPRESSIVE STRENGTH OF CONCRETE AT 28 DAYS SHALL BE AS FOLLOWS, UNLESS NOTED OTHERWISE.
DEADMAN 3000 PSI
- IF NEEDED, DEWATERING SYSTEM MUST INCLUDE CODE COMPLIANT WATER FILTRATION AT DISCHARGE.
- THE GENERAL CONTRACTOR SHALL SUBMIT SHOP DRAWINGS AND/OR PRODUCT DATA SHEETS FOR ALL STRUCTURAL ELEMENTS SHOWN ON THE CONTRACT DOCUMENTS FOR APPROVAL. THE STRUCTURAL ENGINEER WILL NOT BE RESPONSIBLE FOR THE STRUCTURAL CERTIFICATION AND DESIGN OF THE PROJECT IF THE GENERAL CONTRACTOR FAILS TO OBTAIN APPROVAL OF THE SHOP DRAWINGS. THE GENERAL CONTRACTOR SHALL INFORM THE STRUCTURAL ENGINEER IN WRITING CONCERNING DEVIATIONS AND/OR OMISSIONS FROM THE CONTRACT DOCUMENTS AT THE TIME OF SHOP DRAWING SUBMISSION. THE GENERAL CONTRACTOR SHALL REVIEW ALL SHOP DRAWINGS AND SHALL MAKE ALL CORRECTIONS HE DEEMS NECESSARY BEFORE SUBMISSION. THE GENERAL CONTRACTOR SHALL STATE ON THE SHOP DRAWINGS THAT CONTRACT DOCUMENT REQUIREMENTS HAVE BEEN MET AND THAT ALL DIMENSIONS, CONDITIONS AND QUANTITIES HAVE BEEN REVIEWED AND VERIFIED AS SHOWN AND/OR CORRECTED ON THE SHOP DRAWINGS.

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**SOUTHPOINT
BULKHEAD REPLACEMENT
WORCESTER COUNTY, MARYLAND**

**SECTIONS AND
DETAILS**

SCALE: AS NOTED	SHEET NO.
DESIGN BY: ARM	S2.1
DRAWN BY: TFVT	
CHECKED BY: ARM	
GMB FILE: 220133	
DATE: FEB 2022	



Maryland
Department of
the Environment

Larry Hogan, Governor
Boyd K. Rutherford, Lt. Governor

Horacio Tablada, Secretary
Suzanne E. Dorsey, Deputy Secretary

October 27, 2022

County Commissioners of Worcester County Maryland
c/o George, Miles & Buhr, LLP
Attention: Reggie Mariner
206 W Main St
Salisbury, Md 21801

Via email: rmariner@gmbnet.com

Re: Agency Interest Number: 71926
Tracking Number: 202261641
Tidal Authorization Number: 22-GL-1052

Dear County Commissioners of Worcester County Maryland:

Your application to alter tidal wetlands has been evaluated by the Tidal Wetlands Division. Your State wetlands license or permit authorizing work in tidal wetlands is attached. Please take a moment to read and review your authorization to ensure that you understand the limits of the authorized work and all of the general and special conditions.

Your project qualifies for federal approval under the Maryland State Programmatic General Permit (MDSPGP) under the Category A limits. The federal permit is not attached. The MDSPGP permit, general conditions, and activity specific special conditions must be downloaded from the Department's website at https://mde.maryland.gov/programs/Water/WetlandsandWaterways/Pages/MDSPGP6_conditions.aspx. You will need to download the following: Cover Letter, MDSPGP General Conditions, and the following MDSPGP-6 Activity-Specific Conditions (GP6) B3. You should not begin any work until you have obtained all necessary State, local, and federal authorizations.

This State authorization is a final agency decision; there is no further opportunity for administrative review. Any person with standing, who is either the applicant or who participated in the public participation process through the submission of written or oral comments, may petition for judicial review in the circuit court in the county where the authorized activity will occur. The petition for judicial review must be filed with the court within 30 days of receipt of this decision. Please contact Matt Godbey at Matt.Godbey@maryland.gov or 410-901-4033 with any questions.

Sincerely,

Jonathan Stewart, Chief
Eastern Region
Tidal Wetlands Division



STATE OF MARYLAND
DEPARTMENT OF THE ENVIRONMENT
WATER AND SCIENCE ADMINISTRATION
GENERAL TIDAL WETLANDS LICENSE

ITEM 6



LICENSE NUMBER: **22-GL-1052**
EFFECTIVE DATE: **October 27, 2022**
EXPIRATION DATE: **October 26, 2025**
LICENSEE: **WO County Commissioners**
ADDRESS: **One West Market St, Rm 1103**
Snow Hill, MD 21863
PROJECT LOCATION: **5820 South Point Rd**
Berlin, MD 21811
Sinepuxent Bay in Worcester County

PURSUANT TO THE AUTHORITY OF THE BOARD OF PUBLIC WORKS, TITLE 16 OF THE ENVIRONMENT ARTICLE, ANNOTATED CODE OF MARYLAND, AND CODE OF MARYLAND REGULATIONS 26.24 AND 23.02.04, County Commissioners of Worcester County Maryland (“LICENSEE”) IS AUTHORIZED BY THE WATER AND SCIENCE ADMINISTRATION (“ADMINISTRATION”) TO CONDUCT THE FOLLOWING REGULATED ACTIVITY IN STATE TIDAL WETLANDS, IN ACCORDANCE WITH THE CONDITIONS OF THIS LICENSE AND THE ATTACHED PLANS DATED September 13, 2022 PREPARED BY George, Miles & Buhr, LLP, AND APPROVED BY THE ADMINISTRATION’S TIDAL WETLANDS DIVISION ON October 27, 2022, AND INCORPORATED HEREIN:

Construct and backfill 550 linear feet of replacement vinyl bulkhead within a maximum of 18 inches channelward of a deteriorated bulkhead.

SPECIAL CONDITIONS

- A. The Licensee shall complete construction of the bulkhead prior to filling behind the bulkhead. The bulkhead shall be designed and constructed to prevent the loss of fill material to waters of the State of Maryland. Only clean fill, which is free of organic, toxic, contaminated, or deleterious materials, shall be used.

GENERAL CONDITIONS

- A. The Maryland Department of the Environment has determined that the proposed activities comply with, and will be conducted in a manner consistent with the State’s Coastal Zone Management Program, as required by Section 307 of the Federal Coastal Zone Management Act of 1972, as amended.
- B. The Licensee shall comply with all Critical Area requirements and obtain all necessary authorizations from local jurisdiction. This License does not constitute authorization for disturbance in the 100-foot Critical Area Buffer. “Disturbance” in the Buffer means clearing, grading, construction activities, or removal of any size of tree or vegetation. Any anticipated Buffer disturbance requires prior written approval, before commencement of land disturbing activity, from local jurisdiction in the form of a Buffer Management Plan.

ITEM 6

- C. If the authorized work is not performed by the property owner, all work performed under this Tidal Wetlands License shall be conducted by a marine contractor licensed by the Marine Contractors Licensing Board (MCLB) in accordance with Title 17 of the Environment Article of Annotated Code of Maryland. A list of licensed marine contractors may be obtained by contacting the MCLB at 410-537- 3249, by e-mail at MDE.MCLB@maryland.gov or by accessing the Maryland Department of the Environment, Environmental Boards webpage.
- D. The Licensee certifies real property interest in the contiguous upland.
- E. The issuance of this permit is not a validation or authorization by the Department for any of the existing structures depicted on the plan sheets on the subject property that is not part of the authorized work description, nor does it relieve the Licensee of the obligation to resolve any existing noncompliant structures and activities within tidal wetlands.
- F. This License does not authorize any existing structures depicted on the plan sheets that are not specifically described in the description of work.
- G. The Licensee acknowledges that this authorization is based on current water depths that are existing and indicated on the attached plan sheet. This License proposes no dredging and this license provides no justification or assurances for future dredging. All dredging projects will be evaluated on the biological and physical characteristics of the site at the time an application is made.
- H. The Licensee shall obtain an approved sediment and erosion control plan from the local soil conservation district when the area disturbed is greater than 5000 square feet or 100 cubic yards of fill.
- I. The Licensee shall ensure that a copy of this License, including the approved plans, is available at the site until the authorized work is complete.
- J. The Licensee shall make every reasonable effort to design and construct the structure or perform the activity authorized in this License in a manner which minimizes adverse impacts on natural resource values, including water quality, plants, wildlife, plant and wildlife habitat, and on historic property values.
- K. The Secretary of the Environment may suspend or revoke a License if the Secretary finds that the Licensee has not complied with any condition or limitation in the License or has exceeded the scope of the authorized activities.
- L. The Licensee shall indemnify, defend and hold harmless the State of Maryland, its officials, officers, and employees from and against any and all liability, suits, claims and actions of whatever kind, caused by or arising from the work authorized by the License.
- M. The Licensee acknowledges that this License does not transfer any property interest in State tidal wetlands. This License allows the Licensee to use State tidal wetlands only for the structure or activity authorized herein and in no way limits the use of waters of the State by the public.
- N. This License is valid only for use by the Licensee. Permission for transfer of the License shall be obtained from the Water and Science Administration, Tidal Wetland Division. The terms and conditions of this License shall be binding on any assignee or successor in interest of the License.

ITEM 6

- O. The Licensee shall allow representatives of the Maryland Department of the Environment to inspect the authorized activities.
- P. The Licensee shall notify the Maryland Department of the Environment, Water and Science Administration, Compliance Program at least 10 days before starting the authorized activities at (410) 901-4020.
- Q. The Licensee shall complete construction of the activity authorized under this License by the expiration date, otherwise a new General License shall be obtained.
- R. Upon completion of the authorized activities, the Licensee shall notify the Maryland Department of the Environment, Water and Science Administration, Compliance Program at (410) 901-4020.

By authority of the Secretary of the Environment:



11/1/2022

Heather L. Nelson, Program Manager
Wetlands and Waterways Protection Program

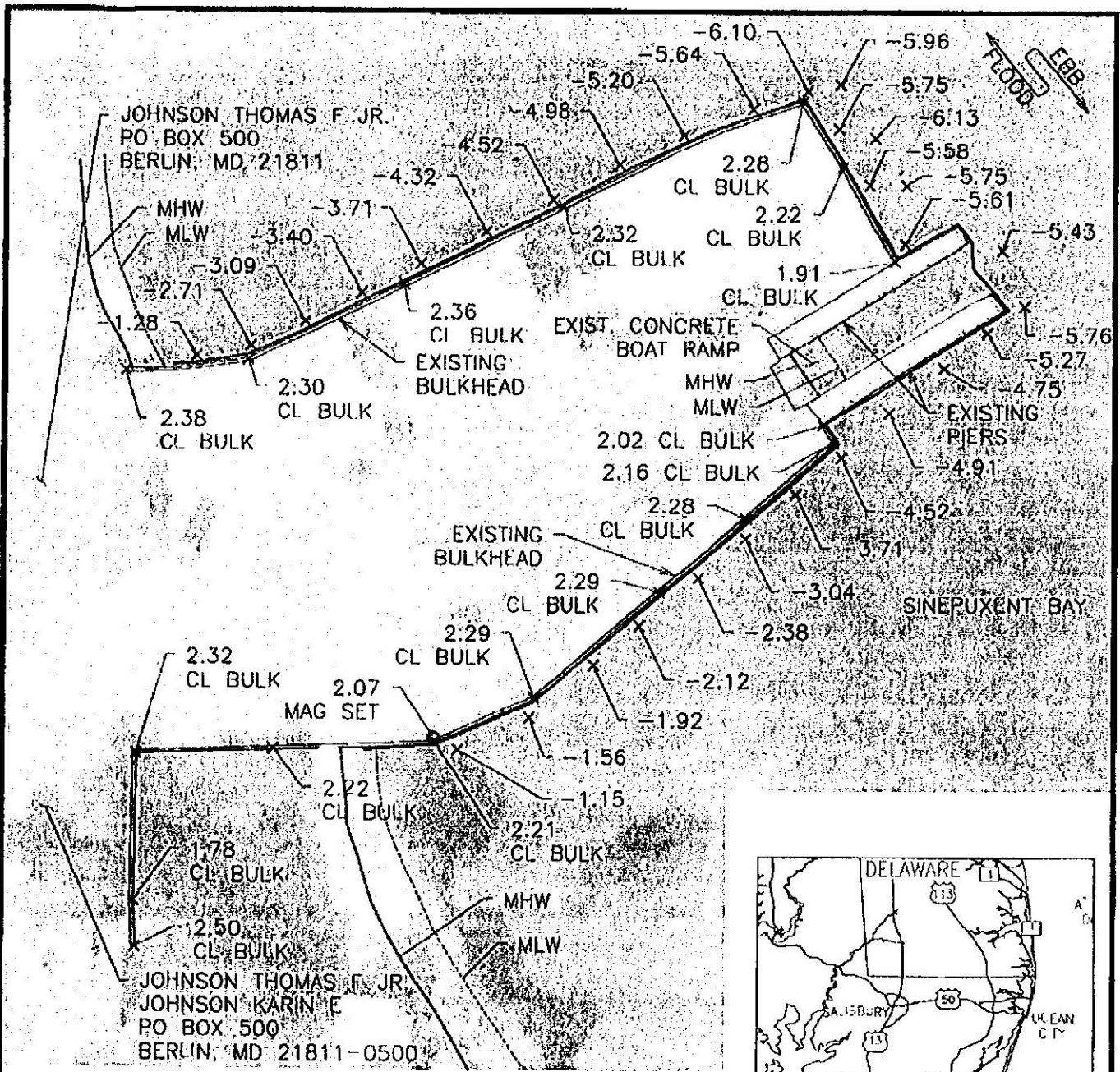
Date

Tidal Wetland Reviewer: *Matt Godbey*

Supervisor Concurrence: *[Signature]*

Tracking Number: 202261641
Agency Interest Number: 71926

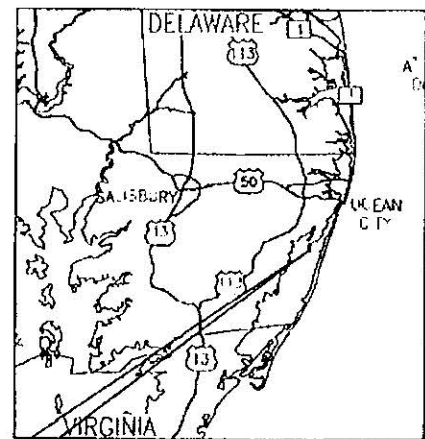
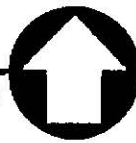
Enclosure: Plans dated **September 13, 2022**
cc: WSA Inspection & Compliance Program



EXISTING SITE PLAN



SCALE: 1" = 40'



VICINITY MAP
N.T.S.

PROJECT AREA

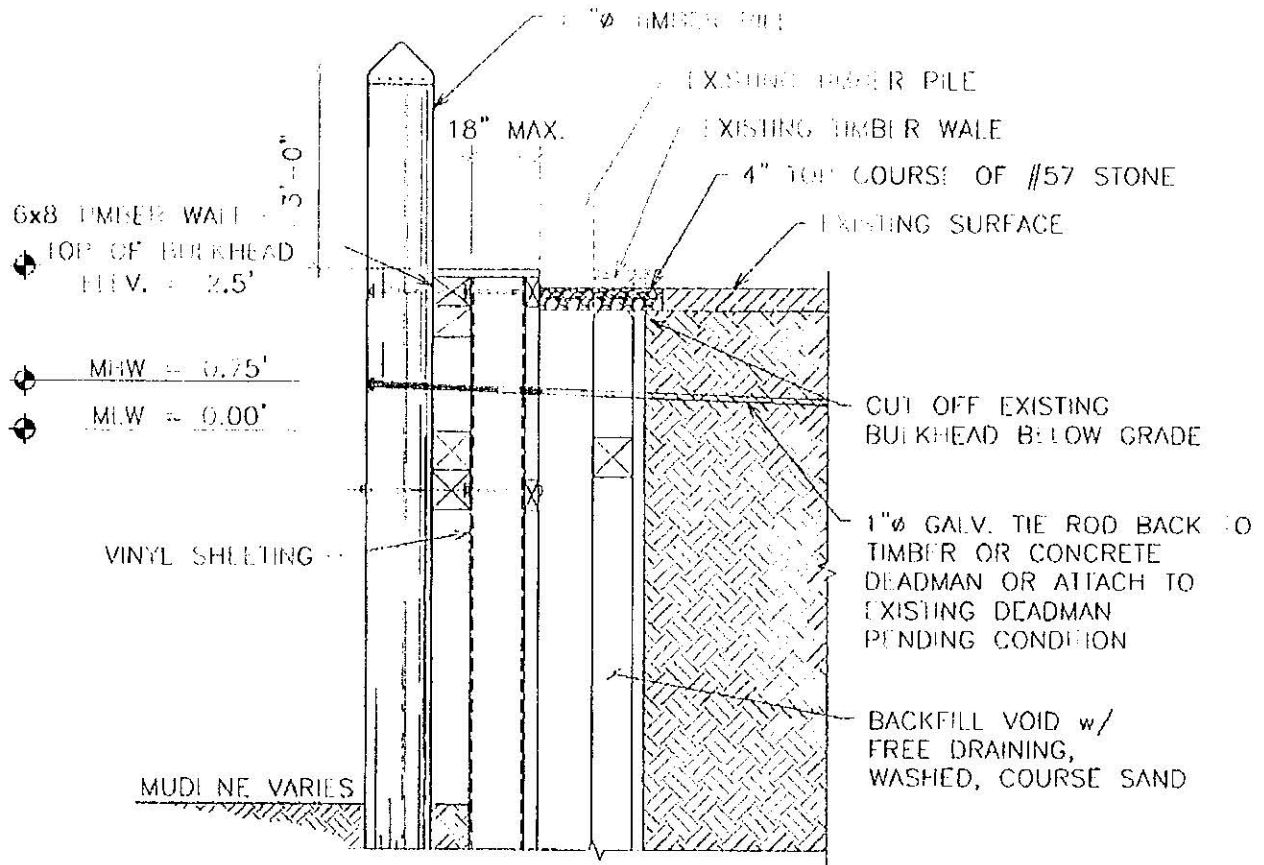
DRAWN BY: JFVI
CK. BY: ARM
JOB NO.: 220133
SCALE: AS NOTED
DATE: AUG 2022

GMB
GEORGE, MILES & BUHR, LLC
ARCHITECTS & ENGINEERS
SALISBURY - BALTIMORE - SEAFORD
www.gmbnet.com

**SOUTH POINT
BULKHEAD REPLACEMENT
WORCESTER COUNTY, MD**

1

22-GL-1052
202261641
71926
9/13/2022
6-73



PROPOSED BULKHEAD SECTION

SCALE: 3/8" = 1' 0"

<p>DRAWN BY: TCVT CK. BY: ARM JOB NO.: 220133 SCALE: AS NOTED DATE: AUG 2022</p>	<p>GMB GEORGE, MILES & BUHR, LLC ARCHITECTS & ENGINEERS BALTIMORE • BALTIMORE • SEAFORD www.gmbnet.com</p>	<p>SOUTH POINT BULKHEAD REPLACEMENT</p> <p>WORCESTER COUNTY, MD</p>	<p>3</p>
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22-GL-1052
 202261641
 71926
 9/13/2022
6-175



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: August 15, 2023
RE: Request to Award – Bishopville Recycling Center Concrete Pad

Please see the attached bid tabulation for the Bishopville Recycling Center Concrete Pad project. Public Works is requesting the Commissioner’s approval to award this project to the lowest responsive and responsible vendor, D.W. Burt Concrete Construction, Inc., in the amount of \$48,878. Bids were due and opened on July 20, 2023 at 2:30pm. Fifteen bids were received.

Funding for these services is available in New World under Project Code – Recycle HOCC Imp (Recycling and Home Owner Convenience Ctr Repair Upgrades. There is currently \$385,629 available.

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

Concrete Pad at Bishopville Recycling Center	
July 20, 2023 at 2:30pm	
Bid Tabulation	
<u>Vendor Name</u>	<u>Base Bid</u>
B&B Construction & Landscaping, LLC	\$75,000.00
SCC Corporation	\$85,228.00
D.W. Burt Concrete Construction, Inc.	\$48,878.00
Anglers LLC	\$79,400.00
Mona Contracting, LLC	\$54,120.00
Delmarva Building Group*	\$46,832.00
Colossal Contractors, Inc.	\$99,800.00
Image Asphalt Maintenance	\$163,900.00
AJT Homes, LLC	\$54,695.00
George & Lynch, Inc.	\$93,127.00
Shore Construction Services, LLC	\$54,047.50
JMR Concrete Construction, Inc.	\$79,400.00
Evans Builders, Inc.	\$53,055.00
Leon's Garden World	\$69,000.00
Delaware Environmental Construction Services	\$77,329.40

*deemed non-responsive / no references listed

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





WORCESTER COUNTY, MARYLAND

OFFICE OF THE COUNTY COMMISSIONERS
 1 WEST MARKET STREET, ROOM 1103
 SNOW HILL, MARYLAND 21863
 410-632-1194
 FAX: 410-632-3131

Weston Young
 Chief Administrative Officer

Nicholas W. Rice, CPPO, CPPB, NIGP-CPP
 Procurement Officer

CONTRACT

THIS CONTRACT, made on August 15, 2023, between the County Commissioners of Worcester County, Maryland (“County”); and D.W. Burt Concrete Construction, Inc. (“Successful Vendor”).

WITNESSED: That for and in consideration for payment and agreements hereinafter mentioned:

1. Successful Vendor will commence and complete the BISHOPVILLE RECYCLING CENTER CONCRETE PAD.
2. Successful Vendor will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the Work described herein.
3. Successful Vendor will commence and complete the Work required by the Contract Documents within the timeframes listed in the Bid Documents unless the period for completion is extended otherwise.
4. Successful Vendor agrees to perform all of the Work described in the Contract Documents and comply with the terms therein for the sum of \$48,878 (forty-eight thousand eight hundred seventy-eight dollars and no cents).
5. The term ‘Contract Documents’ means and includes the following:
 - a. This Contract
 - b. Exhibit A - Worcester County Maryland Standard Terms and Conditions
 - c. Advertisement
 - d. Section I: Introduction
 - e. Section II: General Information
 - f. Section III: General Conditions
 - g. Section IV: Bid Specifications
 - h. Form of Bid
 - i. References
 - j. Exceptions
 - k. Individual Principal
 - l. Vendor’s Affidavit of Qualification to Bid
 - m. Non-Collusive Affidavit
 - n. Addendum 1 – dated 7/11/23
 - o. Successful Vendor’s Completed Bid Documents
 - p. Notice of Award

- q. Notice to Proceed
- 6. Any inconsistency or conflict between the Contract Documents shall be resolved in their order listed above.
- 7. The County will pay the Successful Vendor in the manner and at such times as set forth in the Bid Documents.
- 8. This Contract will be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Contract in duplicate each of which will be deemed an original on the date first above written.

ATTEST:

**COUNTY COMMISSIONERS OF
WORCESTER COUNTY, MARYLAND**

Anthony W. Bertino, Jr.
President
Date:

WITNESS:

CONTRACTOR:
D.W. BURT CONCRETE
CONSTRUCTION, INC.

By:
Title:
Date:

Worcester County Sheriff's Office

Matthew Crisafulli
Sheriff



Nathaniel J. Passwaters
Chief Deputy

August 8, 2023

Mr. Weston Young
Chief Administrative Officer
Worcester County, Maryland

RE: Memorandum to the Commissioners regarding donated enclosed trailer

Sir,

Over the last several years I have worked closely with an organization called Code 3 association that focuses on community outreach across nation. My involvement with Code 3 was to educate various communities across the country on various opioid reduction strategies and other substance abuse challenges. During these events, Code 3 association provided a thirty-two foot enclosed trailer that contained various educational presentations. I was recently contacted by the executive director of Code 3 association who advised that they are going to be utilizing other platforms for their outreach endeavors and as a result of my involvement with their association, Code 3 would donate this thirty-two foot enclosed trailer to the Worcester County Sheriff's Office.

This enclosed trailer is less than three years old and to purchase this trailer new would cost approximately \$25,000.00. If accepting this donation is approved, the Worcester County Sheriff's Office would utilize this trailer for various community events and would also upfit this trailer with specific equipment to act as a base of operations for incidents that require a unified command platform. I have attached photographs of this trailer for your review. Upfitting this trailer, to include decaling and wrapping, would not require any additional costs to our current operating budget and some of these costs maybe absorbed through our asset forfeiture program due to the fact that drug abuse education will be a part of the community outreach when we utilize this trailer for those events. We would certainly need to add this trailer to county insurance and pay titling and registration fees, which we currently have in our budget. The Worcester County Sheriff's Office currently has a vehicle in the fleet that could pull this trailer to and from events.

ITEM 8

Sheriff Crisafulli is respectfully requesting Commissioners approval to accept this trailer as a donation to the Worcester County Sheriff's Office. If you have any questions or concerns, please feel free to contact me.

Respectfully,



Nathaniel J. Passwaters
Chief Deputy
Worcester County Sheriff's Office







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

BILLY BIRCH
DIRECTOR

DATE: August 8, 2023

TO: Weston Young, Chief Administrative Officer

FROM: James Hamilton, Deputy Director

RE: Pocomoke Police Department Dispatch Operations

The Department of Emergency Services has received a formal request from the Pocomoke City Police Department to perform dispatch operations for them from midnight to 8AM daily. This request is being made due to significant difficulties in recruiting, hiring, and maintaining dispatch staff by the Pocomoke City Police Department particularly for overnight shifts. Per documentation provided by the Police Department, they only handle approximately 2 calls for service during this time period daily.

While our department like most in the region are at critical staffing levels as well, the midnight to 8AM period is generally a slower period for our department and it is not anticipated that the addition of two calls for service on behalf of the Pocomoke City Police Department would have a meaningful impact on workload within the County 9-1-1 Center. Additionally, it should be noted that the County 9-1-1 Center has provided 24/7 dispatch services to the Town of Snow Hill Police Department for over ten years.

My staff and I are available to answer any questions you may have.

JH-KMV



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: August 15, 2023
RE: Request to Contract – Slurry Seal County Roads

The Department of Public Works is requesting approval for County Roads to piggyback off Howard County’s contract with Slurry Pavers for the application of slurry seal on county roads at a price of \$3.08/square yard. Howard County competitively bid these services for a one-year term with five one-year renewal options. Their total estimated contract over those six years is \$34,000,000. By utilizing this existing Contract, the county will take advantage of Howard County’s increased buying power and allow work to start in the fall versus late fall or potentially next spring. The planned list of roads to be slurry sealed is attached.

Funding in the amount of \$1,000,000.00 for the purchase of slurry seal was approved in the current FY24 operating budget in the general fund account 100.1202.6140.010.

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

FY24 Slurry Seal List				
Road Name	Length	Width	Sq. Yards	\$3.08/Sy
Hall Rd	5,808	18	11616	\$35,777.28
Blades Rd	4,224	18	8448	\$26,019.84
McMaster Rd	5,069	20	11264	\$34,693.12
McMaster Spur Rd	2,323	20	5163	\$15,902.04
Newtown Park Rd	1,637	22	4001	\$12,323.08
Scotts Landing	10,877	18	21754	\$67,002.32
Voting House Rd	7,550	18.5	15520	\$47,801.60
Forest Lane Rd	11,510	18	23021	\$70,904.68
Greenbriar Swamp Rd	15,418	18.5	31693	\$97,614.44
Sand Rd	17,213	18-20	36339	\$111,924.12
Bayview Rd	10,718	16	19055	\$58,689.40
Boxiron Rd	12,408	16.5	22748	\$70,063.84
Patey Woods Rd	21,490	18	42980	\$132,378.40
Spencer Rd	3,485	18	6970	\$21,467.60
Timmons Rd	3,485	19.5	7551	\$23,257.08
Blake Rd	2,270	20	5045	\$15,538.60
Scotland Rd	11,722	16.5	21490	\$66,189.20
Acron Rd	1,109	18	2218	\$6,831.44
Flemming Mill Rd	7,867	16-18	15734	\$48,460.72
Oak Hall Rd	5,386	15.5	9276	\$28,570.08
Holly Court	686	22	1678	\$5,168.24
TOTALS	162,255		323,564	\$996,577.12



3617 Nine Mile Rd.
Richmond, VA 23233
804.264.0707/FAX 804.264.0219
www.slurrypavers.com

Kevin Lynch
Worcester County Roads Division
5764 Worcester Hwy.
Snow Hill, MD 21863

Kevin,

As per our discussions, Slurry Pavers, Inc. is pleased to offer to Worcester County the opportunity to piggyback a contract that we have in Howard County in order to accomplish the planned Micro Surfacing of your roads in the County during FY '24. The contract we have, Contract No. 440004427, Capital Project No. H-2011 Micro Surface Program was bid on July 28, 2021 and Notice to Proceed issued on November 5, 2021.

This is a multi-year agreement and we are currently in the first of five (5) annual renewal terms. This agreement is subject to annual CPI increases as well as monthly posted Maryland Asphalt Index prices. If the County is amenable, the terms of this contract will be extended for the duration of the agreement with Howard County.

As we discussed, the current unit price for Micro Surfacing this year will be approximately \$3.08/Square Yard. The variables that may cause the cost to vary (a few cents in either direction) will be the number of flagging personnel required on a daily basis, the monthly Asphalt Index and CPI increase mentioned above.

All of this information is in the Contract Documents that you have been provided. We are excited about the possibility to work with you and Worcester County. If you have any further questions please let me know.

Sincerely,

Chuck Ingram

Slurry Pavers, Inc.



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: August 15, 2023
RE: Recommendation to Award – Ocean Pines Biosolids Dewatering Equipment and Building Design

Public Works is recommending the County award the Ocean Pines Biosolids Dewatering Equipment and Building Design to Davis, Bowen, & Friedel, Inc. Proposals were due and opened on Wednesday, July 19, 2023. Five proposals were received. I have attached the proposal tabulation and contract to this memo. An evaluation team consisting of three members reviewed each proposal individually prior to an overall group average being established. All three members of the committee agree that the highest scoring proposal, which was received from Davis, Bowen, & Friedel, Inc., represents the best value to Worcester County. The total contract award amount is \$426,942.96.

This project involves design, bidding, and construction phase services in the Ocean Pines Service Area for the Ocean Pines Wastewater Treatment Plant biosolids dewatering equipment and building design.

This project is part of a \$4.6 million bond that was approved in February 2022, see attached.

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

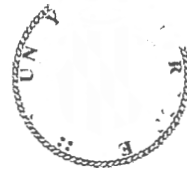
Table with 1 column and 7 rows containing meeting details: Proposal for Ocean Pines Biosolids, Dewatering Equip. and Building Design; July 19, 2023 at 2:30pm; Request for Proposals Tabulation Sheet; Respondent's Name(s); Whitman, Requardt & Associates, LLP; KCI Technologies, Inc.; Herbert, Rowland & Grubic, Inc.; George, Miles & Buhr, LLC; Davis, Bowen, & Friedel, Inc.

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



APPROVED

WSY 2/15/22



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

DALLAS BAKER JR., P.E.
DIRECTOR

CHRIS CLASING, P.E.
DEPUTY DIRECTOR

TEL: 410-632-5623
FAX: 410-632-1753

MEMORANDUM

TO: Weston Young, Chief Administrative Officer
Joe Parker, Deputy Chief Administrative Officer
FROM: Dallas Baker, Jr., P.E., Director *Dallas Baker*
DATE: February 10, 2022
SUBJECT: Ocean Pines Bond Projects

DIVISIONS

MAINTENANCE
TEL: 410-632-3766
FAX: 410-632-1753

ROADS
TEL: 410-632-2244
FAX: 410-632-0020

SOLID WASTE
TEL: 410-632-3177
FAX: 410-632-3000

FLEET MANAGEMENT
TEL: 410-632-5675
FAX: 410-632-1753

WATER AND WASTEWATER
TEL: 410-641-5251
FAX: 410-641-5185

Public Works is requesting the Ocean Pines Waste Water Treatment Plant Belt Filter Press project be advertised for a public hearing in order to include the project in the upcoming bond. The preliminary engineering study estimates the cost of the project at \$4.6 Million dollars including design and construction administration. The estimated impact to sewer debt service (EDUs) will increase the rate by \$7.51 per EDU per quarter. A draft public notice is attached.

The belt press at the Ocean Pines WWTP has been in continuous service since 1996. Due to its age, repairs and parts replacement have become more frequent. In 2016, a one of the high-pressure rollers had to be rebuilt and the press was out of service for 7 months. This led to a difficult solids handling situation at the plant as we relied on drying beds for those 10 months, drying beds that were designed to handle solids from the plant in the 1980s. This was not sufficient and led to years of solids overloading. A similar situation today would take even longer to remedy and recover from. The lesson learned was the plant cannot be without reliable solids removal and dewatering. Parts are still available for the press itself, but at some point this model will no longer be supported by the manufacturer, as they no longer produce sludge dewatering equipment. The press conveyor is also the same age and was manufactured by a company that no longer exists. In March of last year, a roller for the conveyor had to be fabricated by a machine shop, and this will be the case for any future repairs to the conveyor, without which the truck cannot be loaded, making the press useless.

In addition to the age of the equipment, new technologies provide much more efficient dewatering which will be needed as plant flow increases. An almost 30-year-old piece of equipment and technology will not meet the needs of the plant in the future.

cc: Phil Thompson
Candace Savage
Chris Clasing
Gary Serman



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

February 9, 2022

TO: *The Daily Times Group and The Ocean City Today Group*
 FROM: Joseph E. Parker III, Deputy Chief Administrative Officer
 SUBJECT: Worcester County Public Hearing Notice of Proposed Change in Zoning

.....
 Please print the attached Public Hearing Notice in *The Daily Times/Worcester County Times/Ocean Pines Independent* and *Ocean City Digest/Ocean City Today* on March 3, 2022 and March 10, 2022. Thank you.

**NOTICE
OF**

**PROPOSED PUBLIC WORKS PROJECT
OCEAN PINES WASTEWATER TREATMENT PLANT BELT FILTER PRESS

FIFTH AND SIXTH TAX DISTRICT
WORCESTER COUNTY, MARYLAND**

In accordance with the provisions of Section PW 5-307(b) of the Public Works Article of the Code of Public Local Laws of Worcester County, Maryland, the Worcester County Commissioners will hold a public hearing regarding the estimated cost of construction for the Ocean Pines Wastewater Treatment Plant Belt Filter Press project in the Ocean Pines Sanitary Service Area (the Project). The existing belt press at the Ocean Pines Wastewater Treatment Plant was installed in 1996. Despite several major repairs, it is no longer reliable. Newer technologies are available, and this project needs to be completed as an important part of ongoing, long term upgrades to the 50-year old Ocean Pines Water and Wastewater Systems. Total estimated Project cost is \$4.6 million and will be funded by Worcester County Bond. The loan will be funded by a quarterly assessment of approximately \$7.51 per equivalent dwelling unit (EDU) for all customers in the Ocean Pines Sanitary Service Area. For additional information, please contact Director of Public Works Dallas Baker at 410-632-5623. The County Commissioners will hold a

PUBLIC HEARING

on

Tuesday, March 15, 2022

at 10:45 A.M.

in the

County Commissioners Meeting Room

Room 1101 - Government Center

One West Market Street

Snow Hill, Maryland 21863

Preliminary engineering specifications and projections which will be entered into record at the public hearing, are on file and available to view electronically by contacting the

Worcester County Department of Public Works, 6113 Timmons Road, Snow Hill, Maryland 21863 Monday through Friday from 7:30 A.M. to 4:00 P.M. (except holidays), at (410) 632-5623 as well as at www.co.worcester.md.us **ITEM 11**

THE WORCESTER COUNTY COMMISSIONERS



WORCESTER COUNTY, MARYLAND

OFFICE OF THE COUNTY COMMISSIONERS
 1 WEST MARKET STREET, ROOM 1103
 SNOW HILL, MARYLAND 21863
 410-632-1194
 FAX: 410-632-3131

Weston Young
 Chief Administrative Officer

Nicholas W. Rice, CPPO, CPPB, NIGP-CPP
 Procurement Officer

CONTRACT

THIS CONTRACT, made on August 15, 2023, between the County Commissioners of Worcester County, Maryland (“County”); and Davis, Bowen, & Friedel, Inc. (“Successful Vendor”).

WITNESSED: That for and in consideration for payment and agreements hereinafter mentioned:

1. Successful Vendor will commence and complete the OCEAN PINES BIOSOLIDS DEWATERING EQUIPMENT AND BUILDING DESIGN.
2. Successful Vendor will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the Work described herein.
3. Successful Vendor will commence and complete the Work required by the Contract Documents within the timeframes listed in the Proposal Documents unless the period for completion is extended otherwise.
4. Successful Vendor agrees to perform all of the Work described in the Contract Documents and comply with the terms therein for the sum of \$426,942.96 (four hundred twenty-six thousand nine hundred forty-two dollars and ninety-six cents).
5. The term ‘Contract Documents’ means and includes the following:
 - a. This Contract
 - b. Exhibit A - Worcester County Maryland Standard Terms and Conditions
 - c. Advertisement
 - d. Section I: Introduction
 - e. Section II: General Information
 - f. Section III: General Conditions
 - g. Section IV: Proposal Specifications
 - h. Section V: Evaluation and Selection Process
 - i. Form of Proposal
 - j. References
 - k. Exceptions
 - l. Individual Principal
 - m. Vendor’s Affidavit of Qualification to Bid
 - n. Non-Collusive Affidavit
 - o. Addendums 1 & 2
 - p. Successful Vendor’s Completed Proposal Documents

- q. Notice of Award
- r. Notice to Proceed
- 6. Any inconsistency or conflict between the Contract Documents shall be resolved in their order listed above.
- 7. The County will pay the Successful Vendor in the manner and at such times as set forth in the Bid Documents.
- 8. This Contract will be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Contract in duplicate each of which will be deemed an original on the date first above written.

ATTEST:

**COUNTY COMMISSIONERS OF
WORCESTER COUNTY, MARYLAND**

Anthony W. Bertino, Jr.
President
Date:

WITNESS:

CONTRACTOR:
DAVIS, BOWEN, & FRIEDEL, INC.

By:
Title:
Date:



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: August 15, 2023
 RE: Recommendation to Award – Public Landing Beach Engineering Services

Recreation and Parks along with the County’s Procurement Officer is recommending the County award the Public Landing Beach Engineering Services contract to J. Stacy Hart & Associates, Inc. Proposals were due and opened on Tuesday, July 11, 2023. Four proposals were received. I have attached the proposal tabulation and contract to this memo. An evaluation team consisting of three members reviewed each proposal individually prior to an overall group average being established. All three members of the committee agree that the highest scoring proposal, which was received from J. Stacy Hart & Associates, Inc., represents the best value to Worcester County. The total contract award amount is \$18,000.

This recommendation was sent to the Maryland Department of Natural Resources (DNR) for their approval within the terms and conditions of the grant, see attached.

Funding for these services was approved in the waterway improvement fund, DNR, and is 100 percent reimbursable.

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

Public Landing Beach Engineering Services
July 11, 2023 @ 2:30pm
Request for Proposals Tabulation Sheet
Respondent's Name(s):
Bay Land Consultants & Designers, Inc.
J. Stacey Hart & Associates, Inc.
Davis, Bowen & Friedel, Inc.
McCrone Engineering

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





Wes Moore, Governor
Aruna Miller, Lt. Governor
Josh Kurtz, Secretary
David Goshorn, Deputy Secretary

VIA EMAIL

July 28, 2023

Ms. Kelly Rados, Director
Worcester County Recreation & Parks
6030 Public Landing
Snow Hill, MD 21863

Re: Public Landing Retaining Wall/Riprap Engineering
Waterway Improvement Fund Grant #LG-2304o-23 (\$50,000)

Dear Ms. Rados:

Thank you for submitting the bid documents from J. Stacy Hart & Associates, Inc. for engineering services related to the above referenced project. Our office concurs with the County's recommendation to award the contract in the amount of \$18,000.00.

Your cooperation is appreciated in meeting the terms and conditions of our grant process. Please forward the executed contract when available and keep us updated on project progress and status. Also, change orders for contracts/purchase orders must be approved in advance by our office. Should additional funding be needed to complete this project, Maryland DNR cannot guarantee that supplementary State WIF grant funding will be available.

We look forward to working with you. If you have any questions or comments, please don't hesitate to contact me directly at 443-433-6043 or via email at alicel.scanlon@maryland.gov.

Regards,

Alice Scanlon

Alice Scanlon, Program Administrator
Center for Waterway Improvement & Infrastructure

Cc: Jacob Stephens, Parks Superintendent



WORCESTER COUNTY, MARYLAND

OFFICE OF THE COUNTY COMMISSIONERS
 1 WEST MARKET STREET, ROOM 1103
 SNOW HILL, MARYLAND 21863
 410-632-1194
 FAX: 410-632-3131

Weston Young
 Chief Administrative Officer

Nicholas W. Rice, CPPO, CPPB, NIGP-CPP
 Procurement Officer

CONTRACT

THIS CONTRACT, made on August 15, 2023, between the County Commissioners of Worcester County, Maryland (“County”); and J. Stacy Hart & Associates, Inc. (“Successful Vendor”).

WITNESSED: That for and in consideration for payment and agreements hereinafter mentioned:

1. Successful Vendor will commence and complete the PUBLIC LANDING BEACH ENGINEERING SERVICES.
2. Successful Vendor will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the Work described herein.
3. Successful Vendor will commence and complete the Work required by the Contract Documents within the timeframes listed in the Proposal Documents unless the period for completion is extended otherwise.
4. Successful Vendor agrees to perform all of the Work described in the Contract Documents and comply with the terms therein for the sum of \$18,000.00 (eighteen thousand dollars and no cents) or as shown in the Form of Proposal.
5. The term ‘Contract Documents’ means and includes the following:
 - a. This Contract
 - b. Exhibit A - Worcester County Maryland Standard Terms and Conditions
 - c. Advertisement
 - d. Section I: Introduction
 - e. Section II: General Information
 - f. Section III: General Conditions
 - g. Section IV: Proposal Specifications
 - h. Section V: Evaluation and Selection Process
 - i. Form of Proposal
 - j. References
 - k. Exceptions
 - l. Individual Principal
 - m. Vendor’s Affidavit of Qualification to Bid
 - n. Non-Collusive Affidavit
 - o. Addendum 1 – Dated 7/6/2023
 - p. Successful Vendor’s Completed Proposal Documents

- q. Notice of Award
- r. Notice to Proceed
- 6. Any inconsistency or conflict between the Contract Documents shall be resolved in their order listed above.
- 7. The County will pay the Successful Vendor in the manner and at such times as set forth in the Bid Documents.
- 8. This Contract will be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Contract in duplicate each of which will be deemed an original on the date first above written.

ATTEST:

**COUNTY COMMISSIONERS OF
WORCESTER COUNTY, MARYLAND**

Anthony W. Bertino, Jr.
President
Date:

WITNESS:

CONTRACTOR:
J. STACY HART & ASSOCIATES, INC.

By:
Title:
Date:



Worcester County Administration

One West Market St. Room 1103 | Snow Hill MD 21863 | (410) 632-1194 | www.co.worcester.md.us

MEMORANDUM

TO: Worcester County Commissioners
FROM: Candace Savage, Deputy Chief Administrative Officer *CS*
DATE: August 8, 2023
SUBJECT: Request to Purchase – Additional Software Modules

Administration is requesting approval to add two additional modules to our current financial software. The first module is for requisitions which will allow departments to request purchase orders. This will allow the county to have better financial tracking. The second module is for benefit administration and eBenefits. This module will streamline benefit reporting and add the ability make benefit selections online. Below is the summary of the one time fees as well as the recurring fees. Funding from the Local Assistance and Tribal Consistency Fund (LATCF) grant will be used for the one time fees and FY24 recurring fees.

	One Time Fees	Recurring Fees
Requisitions	\$28,410	\$3,534
Benefits	\$34,960	\$5,029
TOTAL	\$63,370	\$8,563



Quoted By:
Quote Expiration:
Quote Name:

Heather Brown
1/17/24
Worcester County MD -
Requisitions

Sales Quotation For:

Worcester County
1 W Market St
Snow Hill MD 21863-1085

Tyler Software

Description	License Fees	Annual Maintenance
New World ERP		
Financials		
Requisitions	\$ 19,635	\$ 3,534
TOTAL	\$ 19,635	\$ 3,534

Hourly Services

2023-417540-G7Y5D7

ITEM 13

Description	Hours	Price
New World ERP		
Financials		
Requisitions	40	\$ 7,800
TOTAL		40
		\$ 7,800

Fixed Fee Services

Description	Units	Price	Maintenance
New World ERP			
Other Services			
Project Management	1	\$ 975	\$ 0
TOTAL		\$ 975	\$ 0

Summary	One Time Fees	Recurring Fees
Total Tyler Software	\$ 19,635	\$ 3,534
Total SaaS	\$ 0	\$ 0
Total Tyler Services	\$ 8,775	\$ 0
Total Third-Party Hardware, Software, Services	\$ 0	\$ 0
Summary Total	\$ 28,410	\$ 3,534
Contract Total	\$ 31,944	

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms, subject to payment terms in an agreement, amendment, or similar document in which this sales quotation is included:

- License fees for Tyler and third-party software are invoiced upon the earlier of (i) delivery of the license key or (ii) when Tyler makes such software available accessible.
 - Fees for hardware are invoiced upon delivery.
 - Fees for year one of hardware maintenance are invoiced upon delivery of the hardware.
 - Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software accessible to the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the agreement, with renewals invoiced annually thereafter in accord with the Agreement.
 - Fees for services included in this sales quotation shall be invoiced as indicated below.
 - o Implementation and other professional services fees shall be invoiced as delivered.
 - o Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
 - o Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, Tyler will invoice Client the actual services delivered on a time and material basis. "
 - o Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where Project Planning Services are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
 - o If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
 - o Notwithstanding anything to the contrary stated above, the following payment terms shall apply to fees specifically for migrations: Tyler will invoice Client 50% of any Migration Services Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite. Annual SaaS Fees will be invoiced upon availability of the hosted environment.
 - Expenses associated with onsite services are invoiced as incurred.
- Any SaaS or hosted solutions added to an agreement containing Client-hosted Tyler solutions are subject to Tyler's SaaS Services terms found here: <https://www.tylertech.com/terms/tyler-saas-services>.

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held
For six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: _____

Date: _____

Print Name: _____

P.O.#: _____



Quoted By: Heather Brown
Quote Expiration: 1/31/24
Quote Name: Worcester County MD - Benefits Admin and eBenefits

Sales Quotation For:
Worcester County
1 W Market St
Snow Hill MD 21863-1085

Tyler Software

Table with 3 columns: Description, License Fees, Annual Maintenance. Rows include New World ERP, Payroll/HR, Benefits Administration, eBenefits Admin, and a TOTAL row.

ITEM 13

Hourly Services

Description	Hours	Price
New World ERP		
Payroll/HR		
Benefits Administration	24	\$ 4,680
eBenefits Admin Implementation Fee	8	\$ 1,560
TOTAL	32	\$ 6,240

Fixed Fee Services

Description	Units	Price	Maintenance
New World ERP			
Other Services			
Project Management	1	\$ 780	\$ 0
TOTAL		\$ 780	\$ 0

Summary	One Time Fees	Recurring Fees
Total Tyler Software	\$ 27,940	\$ 5,029
Total SaaS	\$ 0	\$ 0
Total Tyler Services	\$ 7,020	\$ 0
Total Third-Party Hardware, Software, Services	\$ 0	\$ 0
Summary Total	\$ 34,960	\$ 5,029
Contract Total	\$ 39,989	

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms, subject to payment terms in an agreement, amendment, or similar document in which this sales quotation is included:

- License fees for Tyler and third-party software are invoiced upon the earlier of (i) delivery of the license key or (ii) when Tyler makes such software available accessible.
- Fees for hardware are invoiced upon delivery.
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware.
- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software accessible to the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the agreement, with renewals invoiced annually thereafter in accord with the Agreement.
- Fees for services included in this sales quotation shall be invoiced as indicated below.
 - o Implementation and other professional services fees shall be invoiced as delivered.
 - o Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
 - o Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, Tyler will invoice Client the actual services delivered on a time and material basis. "
 - o Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where Project Planning Services are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
 - o If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
- Notwithstanding anything to the contrary stated above, the following payment terms shall apply to fees specifically for migrations: Tyler will invoice Client 50% of any Migration Services Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite. Annual SaaS Fees will be invoiced upon availability of the hosted environment.
- Expenses associated with onsite services are invoiced as incurred.

Any SaaS or hosted solutions added to an agreement containing Client-hosted Tyler solutions are subject to Tyler’s SaaS Services terms found here:
<https://www.tylertech.com/terms/tyler-saas-services>.

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held
For six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: _____ Date: _____

Print Name: _____ P.O.#: _____



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

PAT WALLS
Deputy Director

To: Worcester County Commissioners
From: Stacey Norton, Human Resources Director
Date: August 9, 2023
Subject: Request for new fitness room to be free to all retirees of Worcester County and the Board of Education and for Board of Education Bus Contractors

The County Commissioners approved on December 15, 2015 for the fitness room at the Recreation Center to be free for all active county employees in conjunction with our wellness program. They also approved for active Board of Education employees to use the fitness room for free February 6, 2018.

We are now requesting that County Government and Board of Education retirees along with the 69 Board of Education Bus Contractors to be allowed to use the fitness room for free. The current annual membership is \$85.

We need to continue to promote our wellness program and encourage our employees to exercise and live a healthy lifestyle in hopes of reducing our health care costs. This may also encourage employees to visit Recreation and Parks that have not been before. We are hopeful if the employee participates in the fitness room they may also want to enroll in one of the other programs offered.

Thank you for your consideration.



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

PAT WALLS
Deputy Director

To: Weston Young, Chief Administrative Officer
From: Stacey Norton, Human Resources Director
Date: August 11, 2023
Subject: 2024 Medicare Advantage Recommendation

We started a Medicare Advantage program for County Government and Board of Education retirees age 65 and older effective January 1, 2022. This allowed us to take advantage of increased government subsidies for alternate program offerings available which decreased our annual costs and OPEB Trust(s) liability. We have 1,131 members in this plan.

We are in a two-year rate guarantee for calendar years 2022 and 2023 with CareFirst. RetireFirst manages the member experience. Our contract also has a rate guarantee of no more than a 5% increase in calendar year 2024.

Retiree First and PSA Insurance & Financial Services took this business to market and negotiated on our behalf and **we are recommending to stay with the CareFirst Medicare Advantage Plan in partnership with Retiree First for 2024 as the rates will remain flat. This will be a one-year contract.**

Please note the Medical/Pharmacy rate increase history for the last 3 calendar years below:

- 2022 = 0.00% (no rate change)
- 2023 = 0.00% (no rate change)
- 2024 = 0.00% (no rate change)

There is only one plan design change due to the Inflation Reduction Act that says when members are in catastrophic coverage their drug copay will be \$0 (currently our copays apply during catastrophic coverage which is over \$7,400 in 2023).

Below is a summary of the marketing efforts. Please note that the negotiations resulted in a savings of \$220,545.

Please note that changing vendors will result in disruption to our members.

Medical/ RX Rates	Current	Initial Renewal	Final Renewal	Alt. #1	Alt. #2	Alt. #3
Vendor	CareFirst	CareFirst	CareFirst	UHC with SAV Rx *	Humana **	Humana & Express Scripts
Annual Total	\$4,410,900	\$4,631,445	\$4,410,900	\$4,429,086	\$4,191,034	\$5,477,252
Variance from prior year		\$220,545	\$0	\$18,186	(\$219,866)	\$1,066,352
% Variance		5%	0%	0.4%	-5.0%	24.2%

* UHC has offered a rate guarantee of \$262 per month per member for 2025 for Medical. SavRx cannot offer rate guarantees.

** Humana has offered a rate cap of \$332.47 (+7.7%) for 2025 and \$355.18 per member per month for 2026. Their increase for the following year is more than what CareFirst offered. They are also a new vendor in this market.

I look forward to discussing this with you during the August 15, 2023 meeting.

Thank you for your support and consideration.



Worcester County Administration

One West Market St. Room 1103 | Snow Hill MD 21863 | (410) 632-1194 | www.co.worcester.md.us

To: Commissioners

From: Roscoe R. Leslie

Date: August 9, 2023

RE: Quitclaim of Seventh St.; Drocella and David

We've received a request to quitclaim any interest the County may have in a portion of an unimproved platted road known as Seventh Street and as depicted in the enclosed materials.

The unimproved road is not listed within the Inventory of Public Roads of Worcester County.

The applicants reside at 6110 and 6112 South Point Road.

LAW OFFICES

BOOTH CROPPER & MARRINER

A PROFESSIONAL CORPORATION

9927 STEPHEN DECATUR HIGHWAY, F-12

OCEAN CITY, MARYLAND 21842

(410) 213-2681

FAX (410) 213-2685

EASTON OFFICE

130 N. WASHINGTON ST.

EASTON, MD 21601

(410) 822-2929

FAX (410) 820-6586

WEBSITE

www.bbcmllaw.com

CURTIS H. BOOTH
HUGH CROPPER IV
THOMAS C. MARRINER*
ELIZABETH ANN EVINS
LYNDSEY J. RYAN
KRISTINA L. WATKOWSKI

*ADMITTED MD & DC

March 9, 2023

Roscoe Leslie, Esquire
Attorney for Worcester County
One West Market Street
Snow Hill, Maryland 21863

RE: *Drocella/David Quit Claim Deeds*

Dear Roscoe:

Please find attached two Quit Claim Deeds for the easterly terminus of Seventh Street, a platted yet unimproved paper street in the Bay Shore Acres Subdivision on the east side of South Point Road. To clarify the conveyance, Frank Lynch prepared an exhibit attached to the Quit Claim Deed for Mr. and Mrs. Drocella. Greg Wilkins prepared an exhibit attached to the Quit Claim Deed for Dr. and Mrs. David.

I used the same form for the Quit Claim Deed, as we used on Riggin Ridge Road.

Thank you and have a great day.

Very truly yours,

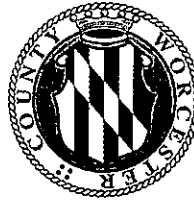


Hugh Cropper IV

HC/tgb

Enclosures

CC: Mr. & Mrs. Robert Drocella
Dr. & Mrs. Giovanni David



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

DALLAS BAKER JR., P.E.
DIRECTOR

January 25, 2022

JOHN S. ROSS, P.E.
DEPUTY DIRECTOR

Lisa Sparks
Booth, Cropper & Marriner
9923 Stephen Decatur Highway, D-2
Ocean City, MD 21842

TEL: 410-632-5623
FAX: 410-632-1753

RE: Seventh Street

DIVISIONS

Dear Ms. Sparks:

MAINTENANCE
TEL: 410-632-3766
FAX: 410-632-1753

This letter is in response to your letter dated January 18, 2022 regarding the status of Seventh Street located in Berlin, Maryland as shown on the plat FWH 19/32 that was included with your letter.

ROADS
TEL: 410-632-2244
FAX: 410-632-0020

Seventh Street as indicated on the plat is not listed within the Inventory of Public Roads of Worcester County.

SOLID WASTE
TEL: 410-632-3177
FAX: 410-632-3000

Should you have any questions or concerns regarding this issue, please feel free to call me directly at (410) 632-2244.

FLEET MANAGEMENT
TEL: 410-632-5675
FAX: 410-632-1753

Sincerely,

Kevin Lynch
Roads Superintendent

WATER AND
WASTEWATER
TEL: 410-641-5251
FAX: 410-641-5185

cc: Dallas Baker, Jr., P.E., Director of Public Works
Roscoe Leslie, County Attorney

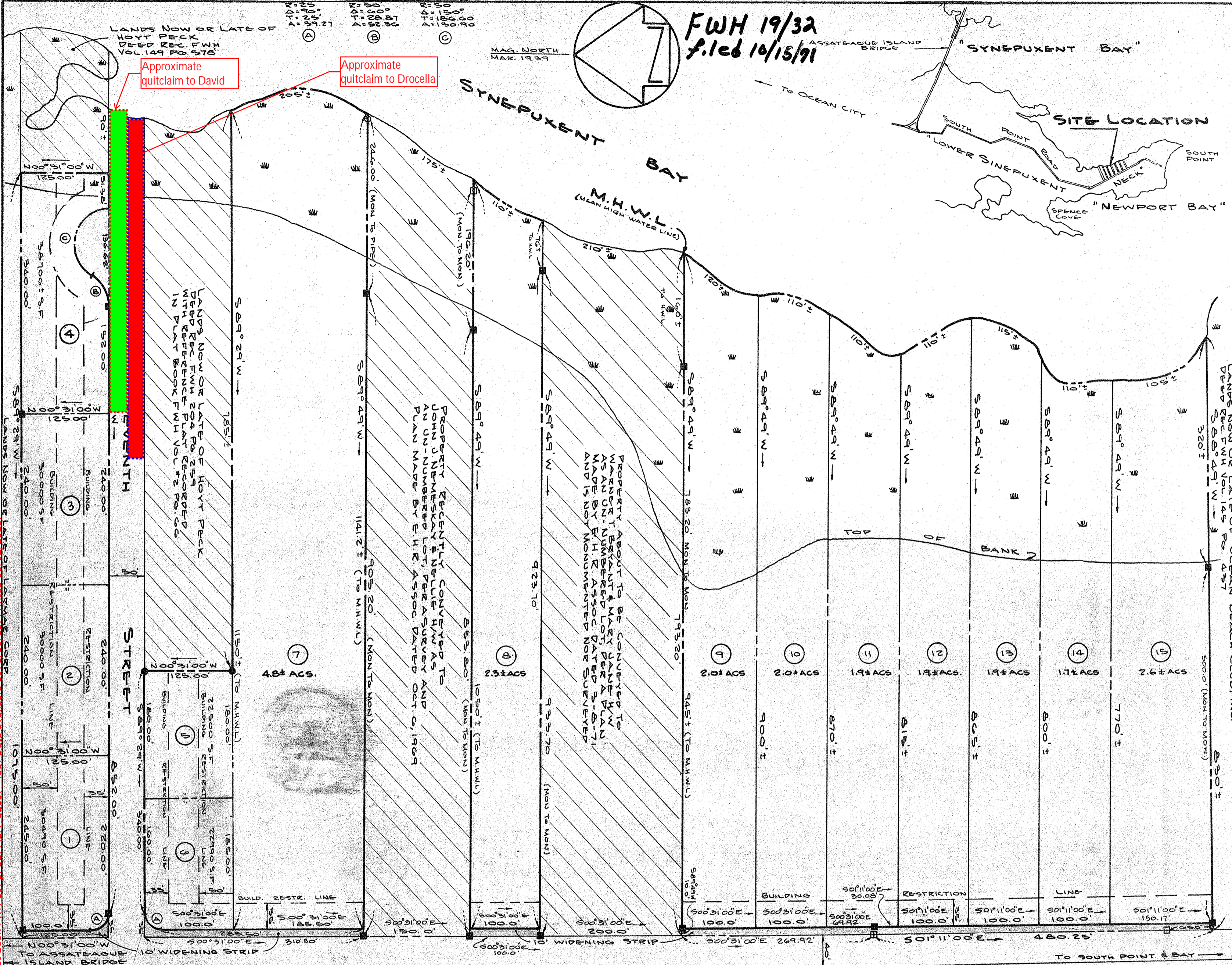
KL/l
h:\Letters\Sparks.Seventh Street.doc

1/31/22
15-3

APPROVED BY WORCESTER COUNTY PLANNING & ZONING COMMISSION
David J. Johnson, CHM.
DATE Oct 12, 1971

APPROVED FOR INDIVIDUAL WATER SUPPLY AND SEWAGE DISPOSAL
WORCESTER CO. HEALTH DEPARTMENT
DATE 8 Oct 1971
BY: [Signature]

FWH 19/32
f. led 10/15/91



- 1. ZONED - R-1
2. ACREAGE - 25.11 ± ACS.
3. LOT NO. - 15
4. LOT SIZE - AS SHOWN
5. BUILDING RESTRICTION LINES AS SHOWN
6. SEWER & WATER TO BE INDIVIDUAL PRIVATE WELL AND SEPTIC SYSTEM APPROVED BY BOARD OF HEALTH.
7. THIS PROPOSED SUB-DIVISION PLAT IS INTENDED TO SUPERCEDE THE KNOWN PLATS OF RECORD FOR THIS TRACT OF LAND INCLUDING THE UN-RECORDED PLAT MADE IN MAY 11, 1950 AND TITLED "BAY SHORES" LARMAR CORP. A COPY OF WHICH CAN BE FOUND IN THE BOARD OF ASSESSMENT'S OFFICE; AND ALSO INCLUDING A PLAT ERRONEOUSLY RECORDED IN PLAT BOOK EWR VOL. 1 PG 25 WHICH WAS SUBSEQUENTLY REMOVED FROM THE RECORDS BY VIRTUE OF A PETITION TO THE WORCESTER CO. CIRCUIT COURT AND DEED REC. FWH VOL. 263 PG 470; AND EXCLUDING FROM THE AFORESAID SUPERCEDEANCE, IS THE PLATS UTILIZED FOR THE OUT-CONVEYANCES TO:
1.) HOYT PECK - DEED REC. FWH VOL. 2 PG. 66
2.) JOHN U. NEMESKAY - RECENTLY CONVEYED
3.) WARNER T. BRYANT - ABOUT TO BE CONVEYED
8. A 10' WIDE STRIP SHALL BE CONVEYED TO THE COUNTY AS DEFINED HEREON FOR THE PURPOSE OF THE WIDENING OF SOUTH POINT ROAD RIGHT OF WAY TO 50' INSTEAD OF THE PRESENT 40'.
9. EASEMENT AREAS FOR THE INSTALLATION OF UTILITIES AND STORM DRAINAGE ARE RESERVED OVER 2 STRIPS OF LAND 10' IN WIDTH ALONG THE FRONT PROPERTY LINE AND 5' IN WIDTH ALONG THE SIDE LOT LINES.
10. THIS SUB-DIVISION, CONSISTING OF LOTS 1 TO 15, IS SUBJECT TO THE APPROVAL OF THE HEALTH DEPARTMENT FOR INTERIM INDIVIDUAL WATER SUPPLY AND SEWAGE SYSTEMS WHICH MUST BE ABANDONED PROPERLY AND THE NECESSARY CONNECTION MADE TO A COMMUNITY SYSTEM WHEN MADE AVAILABLE; SAID HEALTH DEPT. APPROVAL AND RESTRICTION SHALL RUN WITH THE LAND.
11. NO MORE THAN ONE PRINCIPAL BUILDING SHALL BE PERMITTED ON THE RESIDENTIAL LOTS, AS SHOWN, AND NO SUCH LOT MAY BE RE-SUBDIVIDED SO AS TO PRODUCE A BUILDING SITE OF LESS AREA OR WIDTH THAN THE MINIMUM REQUIRED BY APPLICABLE HEALTH, ZONING, OR OTHER REGULATION.

- CONC. MONUMENT FOUND
■ CONC. MONUMENT TO BE SET
● IRON PIPE FOUND
[Shaded Area] SHADED AREA DENOTES WIDENING STRIP TO BE CONVEYED. (See Note #8)
[Cross-hatching] CROSS-HATCHING DENOTES THE EXCEPTIONS TO THIS PLAT (See Note #7)

OWNER / DEVELOPERS
LARMAR CORPORATION
SALISBURY, MARYLAND

COUNTY ROAD CALLED SOUTH POINT ROAD 40' R/W

OWNERS CERTIFICATE
THE REQUIREMENTS OF SECTIONS 59, 60 AND 61 OF ARTICLE 17 OF THE ANNOTATED CODE OF MARYLAND, AS AMENDED, CONCERNING THE MAKING OF THIS PLAT AND THE SETTING OF THE MONUMENTS, AS SHOWN HEREON, HAVE BEEN COMPLIED WITH; THE STREETS, ROADS, OPEN SPACES AND PUBLIC UTILITIES, AS SHOWN HEREON AND THE MENTION THEREOF IN DEEDS, ARE FOR THE PURPOSE OF DESCRIPTION ONLY AND THE SAME ARE NOT INTENDED TO BE DEDICATED FOR PUBLIC USE, WHEREIN THE FEE SIMPLE TITLE SHALL BE RESERVED IN THE PRESENT OWNERS NAME, THEIR HEIRS, SUCCESSORS AND ASSIGNS.
Larmar Corporation
Owner

SURVEYORS CERTIFICATE
I, HAROLD A. DUTE, A REGISTERED LAND SURVEYOR IN THE STATE OF MARYLAND, DO HEREBY CERTIFY THAT THE LAND SHOWN HEREON HAS BEEN SURVEYED AND PLATTED TO THE ACCEPTABLE STANDARDS AND TOLERANCES, AND FURTHER IN COMPLIANCE WITH THE APPLICABLE SECTIONS AND ARTICLES OF THE ANNOTATED CODE OF MARYLAND, AS AMENDED.
Harold A. Dute # 4973
Reg. L.S. MD. No.

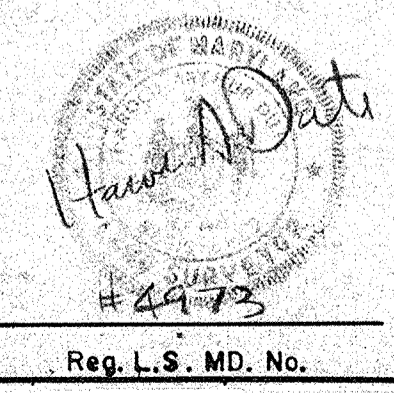
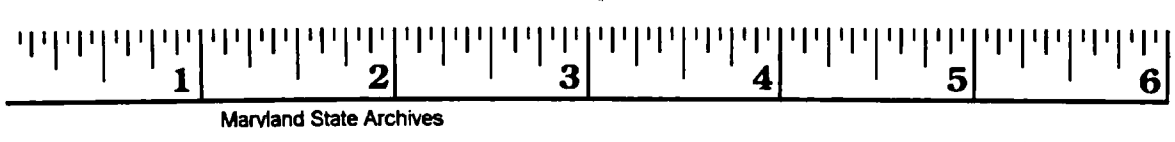


Table with columns: REVISIONS, CHECKED BY DATE, REV. SEPT. 28, 1971 MONS. PLACED, 9/28/71

EDWARD H. RICHARDSON ASSOCIATES, INC. CONSULTING ENGINEERS NEWARK, DELAWARE
FINAL STREET AND LOT PLAN FOR "BAY SHORES" 10TH ELECTION DISTRICT MARYLAND
SCALE: 1"=100' DRAWN BY: [Signature]
DESIGNED BY: [Signature] CHECKED BY: [Signature]
DATE: SEPT. 15, 1971 COMM. NO. 354-3 FILE NO. D 001 SHEET NO. 1 of 1



THIS QUITCLAIM DEED is made this _____ day of _____, 2023, by **THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND**, hereinafter referred to as the Grantor.

WITNESSETH: THAT FOR GOOD AND VALUABLE CONSIDERATION, but no monetary consideration, Zero Dollars (\$00.00), the receipt and sufficiency of which is hereby acknowledged, the said Grantor herein does hereby grant, convey, and quitclaim unto **GIOVANNI PAOLO GOSECO DAVID and JENNIFER M. DAVID**, as tenants by the entireties, their heirs, personal representatives and assigns, forever, in fee simple, the following described property:

The northerly one-half (1/2) of the roadbed of Seventh Street, a platted yet unimproved paper street, including a portion of a cul-de-sac, estimated at 11,715.8 square feet, more or less, adjoining Lot No. 4, as designated on the plat entitled "Bay Shores" made by Edward H. Richardson Associates, Inc., dated September 15, 1971, and recorded among the Land Records of Worcester County, Maryland in Plat Book FWH 19, Page 32; BEING more specifically described as "ADDITION TO LOT 4, 11.715.8 square feet, 0.269 acres +/-" on the Plat entitled "Boundary Survey With Location of Improvements, Lot 4-Bay Shores, & Northerly Half Of Seventh Street,

House No. 6110” by Gregory P. Wilkins Surveyor, Inc., dated June 2, 2022, attached to this Quit Claim Deed as an Exhibit, and incorporated herein, intended to be recorded with this Quit Claim Deed.

TOGETHER with all the improvements thereupon erected and all rights, alleys, waters, privileges, appurtenances and advantages thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the above described property unto **GIOVANNI PAOLO GOSECO DAVID AND JENNIFER M. DAVID**, as tenants by the entireties, their heirs, personal representatives, and assigns, forever, in fee simple.

SUBJECT, to any private rights of way which may exist.

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

ATTEST:

GRANTOR:
COUNTY COMMISSIONERS OF
WORCESTER COUNTY, MARYLAND

WESTON S. YOUNG,
COUNTY ADMISTRATOR

BY: _____ (SEAL)
ANTHONY W. BERTINO, JR.
PRESIDENT

STATE OF MARYLAND, WORCESTER COUNTY, TO WIT:

I HEREBY CERTIFY, that on this ____ day of _____, 2023, before me, a Notary Public in and for the State and County aforesaid, personally appeared ANTHONY W. BERTINO, JR., PRESIDENT OF THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND known to me, or satisfactorily proven to be the person named in the foregoing deed and executed the same for the purposes therein contained, as his own free act and deed.

Notary Public
My Commission Expires:

ATTORNEY CERTIFICATION

I HEREBY CERTIFY, that this instrument was prepared by or under the supervision of an attorney admitted to practice law before the Court of Appeals for the State of Maryland.

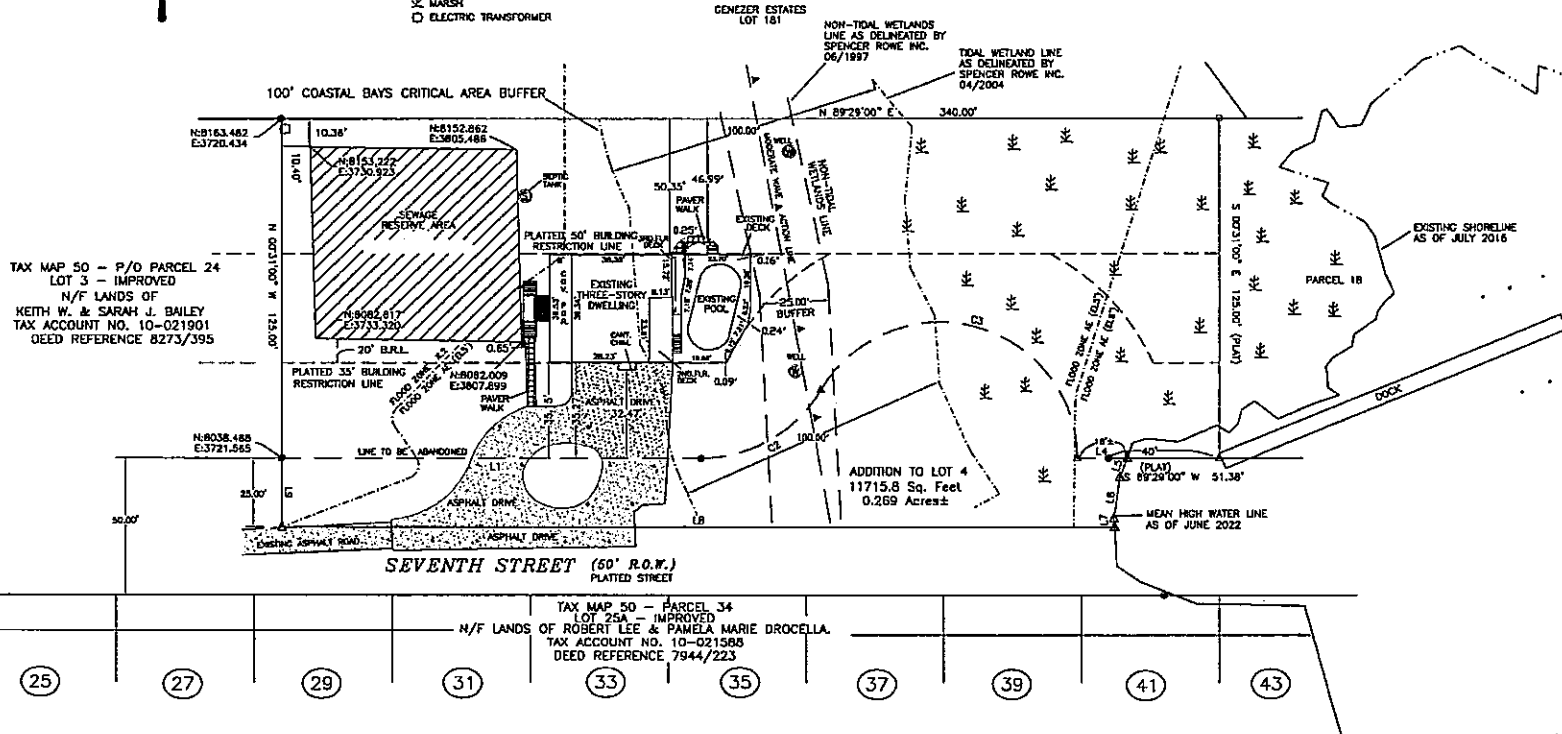


Hugh Cropper, IV



LEGEND

- These standard symbols will be found in the drawing.
- FOUND IRON ROD
 - SET IRON ROD
 - △ UNMARKED POINT
 - ◆ EXISTING WELL
 - ⊠ MARSH
 - ELECTRIC TRANSFORMER



TAX MAP 50 - P/O PARCEL 24
LOT 3 - IMPROVED
N/F LANDS OF
KEITH W. & SARAH J. BAILEY
TAX ACCOUNT NO. 10-021901
DEED REFERENCE 8273/395

TAX MAP 50 - PARCEL 34
LOT 25A - IMPROVED
N/F LANDS OF ROBERT LEE & PAMELA MARIE DROCELLA
TAX ACCOUNT NO. 10-021588
DEED REFERENCE 7944/223

DESCRIPTION OF NORTHERLY HALF OF SEVENTH STREET
TO BE ADDED TO THE ROAD FRONTAGE OF LOT 4
LINE/CURVE TABLE

LINE/BEARING	DISTANCE
L1 IR 89°29'00" E	152.00'
CURVE DATA: 112°00'00" CHORD BEARING: CHORD LENGTH	
C2	S 52°59' 50.00' 8270.00' N 59°29'00" E 50.00'
C3	N 50°39' 50.00' 1190.00'00" S 79°31'00" E 196.59'
LINE/BEARING	DISTANCE
L4	N 89°29'00" E 118.00' ±
L5	S 19°46'29" W 77.50'
L6	E 07°10'55" W 115.00'
L7	S 05°53'20" E 12.99'
L8	S 89°29'00" W 302.07' E
L9	N 00°31'00" W 129.00'

**BOUNDARY SURVEY WITH
LOCATION OF IMPROVEMENTS
LOT 4 - BAY SHORES
&
NORTHERLY HALF OF SEVENTH STREET
HOUSE NO. 6110**

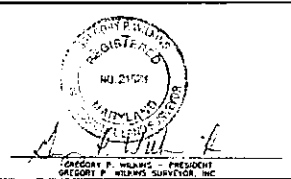
TENTH TAX DISTRICT
WORCESTER COUNTY, MARYLAND
TAX MAP 50, P/O PARCEL 24
LOT 4 AREA = 36,371 SQ. FT.± (PER RECORD PLAT)
ADDITION TO LOT 4 = 11,715.8 SQ.FT.±
TOTAL = 50,086.8 SQ.FT.±
CURRENTLY ZONED E-1 & RP
REQUIRED SETBACKS AS SHOWN
FLOOD ZONE AS SHOWN HEREON
PLAT REFERENCE: F.W.H 19/32

NOTE:
THIS LOT LIES IN THE ATLANTIC COASTAL BAYS CRITICAL AREA AND IS CLASSIFIED AS A LIMITED DEVELOPMENT AREA, (LDA).



I CERTIFY THE BOUNDARY SURVEY WITH LOCATION OF IMPROVEMENTS AS SHOWN HEREON IS A TRUE REPRESENTATION OF THE EXISTING VISIBLE IMPROVEMENTS AT THE DATE OF THIS SURVEY. NO TITLE SEARCH PROVIDED OR STIPULATED.

PROFESSIONAL CERTIFICATION
I HEREBY CERTIFY THAT THESE DOCUMENTS WERE PREPARED BY ME OR UNDER MY RESPONSIBLE CHARGE, AND THAT I AM A DULY LICENSED PROFESSIONAL LAND SURVEYOR UNDER THE LAWS OF THE STATE OF MARYLAND LICENSE NO. 21923, EXPIRATION DATE 07-13-2023.



GREGORY P. WILKINS
SURVEYOR, INC.
12626 OLD BRIDGE ROAD
OCEAN CITY, MARYLAND 21842
(410)213-0222

SCALE: 1" = 30' DATE: 06/02/2022
DRAWN BY: GPW9 JOB NO.: 2109

Worcester County Commissioners
Title Certificate

Property - Legal Description:

ALL that certain lot or parcel of land lying and being situate in the Tenth Election District of Worcester County, Maryland, described as Lot No. 4, as designated and distinguished on the Plat entitled "BAY SHORES" made by Edward H. Richardson Associates, Inc., dated September 14, 1971, which said Plat is recorded among the Land Records of Worcester County, Maryland, in Plat Book F.W.H. No. 19, folio 32, et seq.; the improvements thereon being known as 6110 South Point Road, Berlin, MD 21811 (Tax Account No. 10-021685).

Recording Reference - SRB 6818/400

Copy of Deed Attached: Yes No

Assessment Information:

Tax Map : 0050 Parcel No.: 0024

Tax District and Account No.: 10-021685

SDAT Information Sheet Attached: Yes No

Fee Simple Owner(s):

Name: Giovanni Paolo Goseco David and Jennifer M. David

Mailing Address: 6110 South Point Road, Berlin, MD 21811

Liens:

Record Holder: Bank-Fund Staff Federal Credit Union

Recording Reference: SRB 6818/404

Nature of Lien: Purchase Money Deed of Trust

Copies of All Liens Attached: Yes No

Rights of Way and Easements:

Type of Easement: Utility Recording Reference: FWH 497/716

Parties: Choptank Electric Cooperative, Inc. and Ralph I. Richardson, Jr. and Violet T. Richardson

Type of Easement: Utility Recording Reference: JEB 10/243

Parties: Choptank Co-Operative, Inc. and Synepuxent Corporation

Type of Easement: Utility Recording Reference: SVH 3013/181

Parties: Choptank Electric Cooperative, Inc. and Thomas O'Neill and Catherine M. O'Neill

Copies of All Documentation Regarding Easements and Rights-of-Way Attached: Yes No

Encumbrances:

Type: Nonconversion Agreement Recording Reference: SVH 3043/550

Parties: Worcester County Development Review & Permitting and Thomas M. O'Neill

Type: Deed Recording Reference: FWH 465/304

Parties: Larmar Corporation and Elizabeth P. Woodcock, Mamie V. Woodcock and Stanley G. Robins, Trustees, and Ralph H. Flynn and Peggy P. Flynn

Copies of All Documents Regarding Encumbrances Attached: Yes No

Pending Litigation: NONE

Any Other Matter Affecting Title To The Property:

Plat entitled "Bay Shores", dated September 14, 1971, prepared by Edward H. Richardson Associates, Inc., and recorded in Plat Book FWH No. 19, folio 32.

Unrecorded Instruments Effecting Title Of Which I Have Knowledge: NONE

Limitation

This Certificate of Title is given for the benefit of the County Commissioners of Worcester County for the purpose of completing a Quitclaim Deed for an abandoned road/alley.

Taxes and Public Charges

No certification is required.

This can be relied on by the County Commissioners for such purposes.

I hereby certify that I am an attorney licensed to practice law in Maryland. Based upon a Title Examination conducted in the land and court records of Worcester County and such other sources of information that I deem necessary and appropriate, I do hereby certify that the owner listed in this certificate is the fee simple owner of the property described in this certificate subject only to the matters set forth herein and further subject to the following standard exceptions:

Matters of survey, unknown heirs, forgeries, matters which could not be determined by physical examination of the property, matters contained in unrecorded instruments of which I am unaware, taxes past due, present due and due in the future, assessments and benefit charges past due, present due and due in the future, and any matter affecting title which is not determinable or ascertainable pursuant to practices and procedures of Members of the Bar of Worcester County with respect to examination of Real Estate Titles.

Other Exceptions: NONE

Date: 11/22/22



William E. Esham, III
Attorney at Law

Ayres, Jenkins, Gordy & Almand, P.A.
6200 Coastal Highway, Suite 200
Ocean City, MD 21842
410 723-1400
WEsham@ajgalaw.com

20-
40-
425-
3125-

THIS DEED, made on July 28, 2016, by **THOMAS M. O'NEILL** and **CATHERINE M. O'NEILL**, residents of Maryland, hereinafter called Grantor), WITNESSETH:

THAT FOR AND IN CONSIDERATION of the sum of Six Hundred Twenty-Five Thousand and 00/100 Dollars (\$625,000.00), the receipt of which is hereby acknowledged, the said Grantors do hereby grant and convey unto **GIOVANNI PAOLO GOSECO DAVID** and **JENNIFER M. DAVID**, a married couple, as tenants by the entireties, their assigns, the survivor of them, and the personal representatives and assigns of such survivor, forever in fee simple,

ALL that certain lot or parcel of land lying and being situate in the Tenth Election District of Worcester County, Maryland, described as Lot No. 4, as designated and distinguished on the Plat entitled "BAY SHORES" made by Edward H. Richard Associates, Inc., dated September 14, 1971, which said Plat is recorded among the Land Records of Worcester County, Maryland, in Plat Book F.W.H. No. 19, folio 32, et seq.; the improvements thereon being known as 6110 South Point Road, Berlin, MD 21811 (Tax Account No. 10-021685).

BEING ALL AND THE SAME property conveyed unto the Grantors herein by Confirmatory Deed dated November 24, 1999 and recorded among the aforesaid Land Records in Liber No. 2788, folio 418, et seq.

TOGETHER with the improvements thereon and the rights, roads, ways, waters, privileges and appurtenances to the same belonging or in anywise appertaining.

TO HAVE AND TO HOLD the above described property unto the said **GIOVANNI PAOLO GOSECO DAVID** and **JENNIFER M. DAVID**, a married couple, as tenants by the entireties, their assigns, the survivor of them, and the personal representatives and assigns of such survivor, forever in fee simple.

AND the said Grantors hereby covenant to warrant specially the property hereby

Ayres, Jenkins, Gordy & Almand, P.A.
11047 Racetrack Road
P O Box 1244
Berlin, MD 21811

FILED
2016 AUG -2 PM 3: 58
SUSAN R. BRAMECKI
CLK. CT. CT.
WOR. CO. 15 - 12

conveyed and to execute such other and further assurances of the same as may be requisite.

WITNESS the hands and seals of the Grantors herein the day and year first above written.

WITNESS:

[Signature]

Thomas M. O'Neill (SEAL)
THOMAS M. O'NEILL

[Signature]

Catherine M. O'Neill (SEAL)
CATHERINE M. O'NEILL

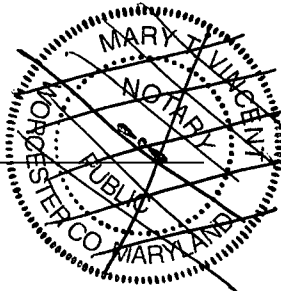
STATE OF Maryland, COUNTY OF Worcester, to wit:

I HEREBY CERTIFY that on this 28 day of July, 2016, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared THOMAS M. O'NEILL and CATHERINE M. O'NEILL, who acknowledged the foregoing Deed to be their respective act and deed.

AS WITNESS my hand and Notarial Seal.

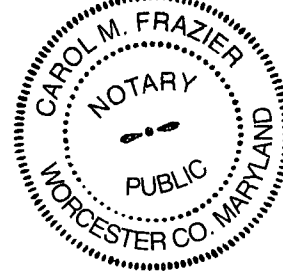
Carol M. Frazier
NOTARY PUBLIC

My Commission Expires: 8/2/18



I, an Attorney-at-Law of the State of Maryland, do hereby certify that the within instrument was either prepared by me or prepared under my supervision.

[Signature]
William E. Esham, III



File No. 16-0620E

TRANSFER TAX PAID
FINANCE OFFICER
WORCESTER COUNTY MARYLAND
By KTC Date 8-2-16
Tax 2875.00

THE FIRST INSTALLMENT OF THE SEMI ANNUAL TAXES FOR WHICH ASSESSMENTS HAVE BEEN RECEIVED HAS BEEN PAID AS OF THIS DATE.
8-2-16 BY KTC
WORCESTER COUNTY FINANCE OFFICER
EXCEPT PERSONAL PROPERTY

Water & Wastewater Services
Worcester County
NO ASSESSMENT
By [Signature] Date 8-2-16
Nor. Co Finance Officer

AFFIDAVIT

The undersigned Grantee(s) in the foregoing Deed, after being duly sworn, hereby certify/ies under oath that the land being conveyed in said Deed is residentially improved owner-occupied real property, and will be occupied by said Grantee(s) as his/her/their principal residence for at least seven (7) months in any twelve (12) month period.

WITNESS:

[Handwritten signature]

[Handwritten signature]

[Handwritten signature] (SEAL)
GIOVANNI PAOLO GOSECO DAVID
[Handwritten signature] (SEAL)
JENNIFER M. DAVID

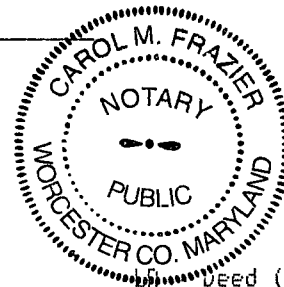
STATE OF MARYLAND, COUNTY OF WORCESTER, SS:

SUBSCRIBED and SWORN to before the undersigned Notary Public on this 28th day of July, 2016.

[Handwritten signature]

NOTARY PUBLIC

My Commission Expires: 8/21/18



Deed (w Taxes)
Recording Fee no CT 20.00
Grantor/Grantee Name: oneill/david
Reference/Control #:
LR - Surcharge - linked 40.00
LR - Recordation Tax - linked 4,125.00
LR - State Transfer Tax - linked 3,125.00
LR - Non-Resident Tax - linked 0.00
=====
SubTotal: 7,310.00
=====
Total: 7,370.00
08/02/2016 04:02
CC23-MT
#6651988 CC0104 - Worcester
County/CC01.04.02 - Register 02

AUG 02 2016 The foregoing instrument filed for record and is accordingly recorded among the land records of Worcester County, Maryland.

[Handwritten signature] Clerk

WORCESTER COUNTY CIRCUIT COURT (Land Records) SRB 6818, p. 0402, MSA_CE31_6939. Date available 08/05/2016. Printed 08/02/2023.

State of Maryland Land Instrument Intake Sheet
County: Worcester County

Information provided is for use of the Clerk's Office, State Department of Assessments and Taxation and County Finance Office only.
(Type or Print in Black Ink Only--All Copies Must Be Legible)

1 Type(s) of Instruments
2 Conveyance Type Check box
3 Tax Exemptions (if Applicable) Cite or Explain Authority

4 Consideration And Tax Calculation
5 Fees
Table with columns for Purchase Price/Consideration, Any New Mortgage, Balance of Existing Mortgage, Other, Full Cash Value, Amount of Fees, Recording Charge, Surcharge, State Recordation Tax, State Transfer Tax, County Transfer Tax, Other.

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

7 Transferred From
Table with columns for Doc.1 - Grantor(s) Name(s), Doc.2 - Grantor(s) Name(s)

8 Transferred to
Table with columns for Doc.1 - Grantee(s) Name(s), Doc.2 - Grantee(s) Names(s)

9 Other Names To Be Indexed
Table with columns for Doc.1 - Additional Names to be Indexed (Optional), Doc.2 - Additional Names to be Indexed (Optional)

10 Contact/Mail Information
Instrument Submitted By or Contact Person
Name: C Frazier
Firm: Resort Land Title & Escrow
Address: 11047 Racetrack Rd, Berlin, MD 21811
Phone: (410) 641-5033

11 IMPORTANT: BOTH THE ORIGINAL DEED AND A PHOTOCOPY MUST ACCOMPANY EACH TRANSFER
Assessment Information
[X] Yes [] No Will the property being conveyed be the grantee's principal residence?
[] Yes [X] No Does transfer include personal property? If yes, identify:

Assessment Use Only - Do Not Write Below This Line
Terminal Verification
Agricultural Verification
Whole
Pad
Tran. Process Verification
Transfer Number
Date Received
Deed Reference:
Assigned Property No.

REMARKS:
Table with columns for Land, Buildings, Total, Year, Geo., Zoning, Use, Town Cd., Map, Grid, Parcel, Ex. St., Sub., Plat, Section, Ex. Cd., Block, Lot, Occ. Cd.

WORCESTER COUNTY CIRCUIT COURT (Land Records) SRB 6818, p. 0403, MSA_CE31_6939. Date available 08/05/2016. Printed 08/02/2023.

THIS QUITCLAIM DEED is made this _____ day of _____, 2023, by **THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND**, hereinafter referred to as the Grantor.

WITNESSETH: THAT FOR GOOD AND VALUABLE CONSIDERATION, but no monetary consideration, Zero Dollars (\$00.00), the receipt and sufficiency of which is hereby acknowledged, the said Grantor herein does hereby grant, convey, and quitclaim unto **ROBERT LEE DROCELLA and PAMELA MARIE DROCELLA**, as tenants by the entireties, their heirs, personal representatives and assigns, forever, in fee simple, the following described property:

The southerly one-half (1/2) of the roadbed of Seventh Street, a platted yet unimproved paper street, adjoining Lot 25A, Block F, consolidated pursuant to a Declaration of Consolidation dated January 13, 2020, and recorded among the Land Records of Worcester County, Maryland, in Liber SRB 7589, Folios 100, et. seq., and formerly known as Lots 27, 29, 31, 33, 35, 37, 39, 41, 43, and 45, on the plat entitled "Bay Shores" made by Edward H. Richardson Associates, Inc., dated September 15, 1971, and recorded among the Land Records, as aforesaid, in Plat Book FWH 2, Folio 66; BEING more specifically described as

“ADDITION TO PARCEL 34, 9,163 SQ. FT.” on the Plat entitled “Road Abandonment Plan for Robert and Pamela Drocella, Parcel 34, T.M. 50” by Frank G. Lynch, Jr. & Associates, Inc., dated February 20, 2023, attached to this Quit Claim Deed as an Exhibit, and incorporated herein, intended to be recorded with this Quit Claim Deed.

TOGETHER with all the improvements thereupon erected and all rights, alleys, waters, privileges, appurtenances and advantages thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the above described property unto **ROBERT LEE DROCELLA and PAMELA MARIE DROCELLA**, as tenants by the entireties, their heirs, personal representatives, and assigns, forever, in fee simple.

SUBJECT, to any private rights of way which may exist.

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

ATTEST:

GRANTOR:
COUNTY COMMISSIONERS OF
WORCESTER COUNTY, MARYLAND

WESTON S. YOUNG,
COUNTY ADMISTRATOR

BY: _____(SEAL)
ANTHONY W. BERTINO, JR.
PRESIDENT

STATE OF MARYLAND, WORCESTER COUNTY, TO WIT:

I HEREBY CERTIFY, that on this ____ day of _____, 2023, before me, a Notary Public in and for the State and County aforesaid, personally appeared ANTHONY W. BERTINO, JR., PRESIDENT OF THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND known to me, or satisfactorily proven to be the person named in the foregoing deed and executed the same for the purposes therein contained, as his own free act and deed.

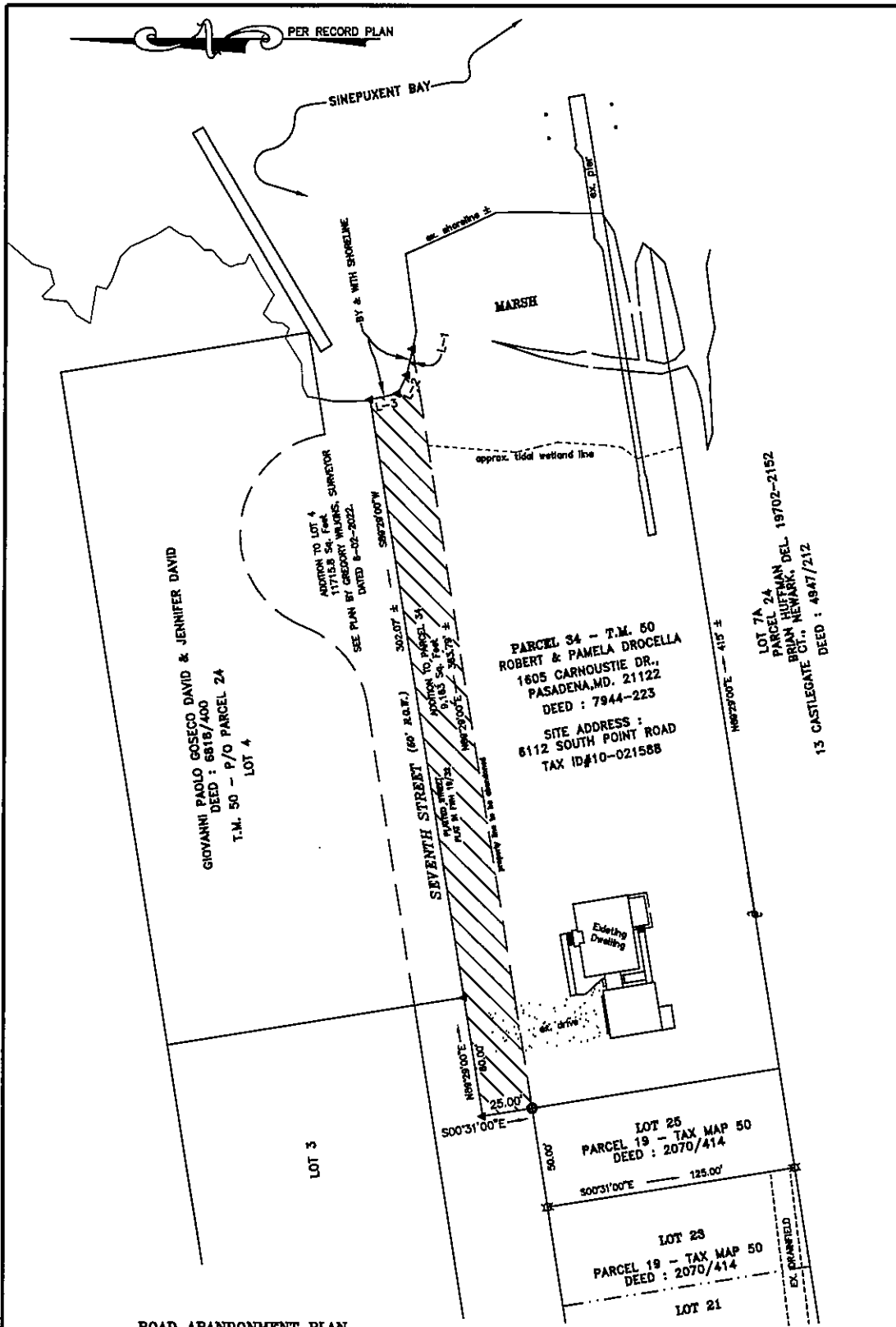
Notary Public
My Commission Expires:

ATTORNEY CERTIFICATION

I HEREBY CERTIFY, that this instrument was prepared by or under the supervision of an attorney admitted to practice law before the Court of Appeals for the State of Maryland.

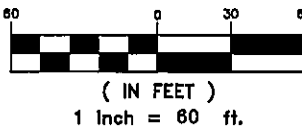


Hugh Cropper, IV



ROAD ABANDONMENT PLAN
for **ROBERT & PAMELA DROCELLA**
PARCEL 34 - T.M. 50

LINE TABLE		
LINE	LENGTH	BEARING
L-1	14.23	N03°53'28"W
L-2	10.25	N55°13'26"W
L-3	13.43	N69°14'12"W



Frank G. Lynch, Jr.
& Associates, Inc.
SURVEYING · LAND PLANNING
10585 RACETRACK ROAD · BETHLEN MARYLAND 21811
(410) 641-5863 · 641-6773

DRAWN BY: FGL JR.
FILE NO.: 11805-23
DATE: 2-20-2023
SCALE: 1" = 60'

Worcester County Commissioners
Title Certificate

Property - Legal Description:

ALL that lot being known and designated as Lot 25A, Block F, Plat of Bay Shores pursuant to Declaration of Consolidation dated 1/13/2020 and recorded among the Land Records of Worcester County in Liber 7589, folio 100.

Formerly known as Lot 25, Block F on plat entitled "Hoyt Peck Estate" recorded in Plat Book 112, folio 62 of Worcester County, Maryland.

Also formerly known as Lots 27, 29, 31, 33, 35, 37, 39, 41, 43 & 45 on plat of Bay Shore Acres recorded in Plat Book FWH 2, folio 66 of Worcester County, Maryland.

Recording Reference - SRB 7944/223

Copy of Deed Attached: Yes No

Assessment Information:

Tax Map : 0050 Parcel No.: 0034

Tax District and Account No.: 10-021588

SDAT Information Sheet Attached: Yes No

Fee Simple Owner(s):

Name: Robert Lee Drocella and Pamela Marie Drocella

Mailing Address: 6112 South Point Road, Berlin, MD 21811

Liens:

Record Holder: McLean Mortgage Corporation

Recording Reference: SRB 7944/231 **Nature of Lien:** Purchase Money Deed of Trust

Copies of All Liens Attached: Yes No

Rights of Way and Easements:

Type of Easement: Ingress, Egress, Regress Recording Reference: CWN 47/341
Parties: Edwin D. France and Harriett D. France and Cyrus L. Dirickson and Frances H. Dirickson

Type of Easement: Ingress, Egress, Regress Recording Reference: FWH 95/306
Parties: Edwin D. France and Harriett D. France and Cyrus L. Dirickson and Frances H. Dirickson

Type of Easement: Ingress, Egress, Regress Recording Reference: FWH 99/108
Parties: Edwin D. France and Harriett D. France and Cyrus L. Dirickson and Frances H. Dirickson

Type of Easement: Ingress, Egress, Regress Recording Reference: FWH 97/399
Parties: Larmar Corporation and Edwin D. France and Harriett D. France

Type of Easement: Ingress, Egress, Regress Recording Reference: FWH 99/55
Parties: Larmar Corporation and Edwin D. France and Harriett D. France

Copies of All Documentation Regarding Easements and Rights-of-Way Attached: Yes No

Encumbrances:

Type: Declaration of Consolidation Recording Reference: SRB 7589/100
Parties: Worcester County Development Review & Permitting and J. Andres Walker, Melina Walker, Laurie Craft, Nicholas Lucarelli, James Craft, and Harriett Craft

Type: Covenants and Restrictions Recording Reference: CWN 47/341
Parties: Edwin D. France and Harriett D. France and Cyrus L. Dirickson and Frances H. Dirickson

Type: Covenants and Restrictions Recording Reference: FWH 95/306
Parties: Edwin D. France and Harriett D. France and Cyrus L. Dirickson and Frances H. Dirickson

Type: Covenants and Restrictions Recording Reference: FWH 99/108
Parties: Edwin D. France and Harriett D. France and Cyrus L. Dirickson and Frances H. Dirickson

Type: Covenants and Restrictions Recording Reference: FWH 97/399
Parties: Larmar Corporation and Edwin D. France and Harriett D. France

Type: Covenants and Restrictions Recording Reference: FWH 99/55
Parties: Larmar Corporation and Edwin D. France and Harriett D. France

Copies of All Documents Regarding Encumbrances Attached: Yes No

Pending Litigation: NONE

Any Other Matter Affecting Title To The Property:

Plat entitled "Hoyt Peck Estate" recorded in Plat Book 112, folio 62

Plat of Bay Shore Acres recorded in Plat Book FWH 2, folio 66.

Copies of All Documents Regarding Any Other Matter Attached: Yes No

Unrecorded Instruments Effecting Title Of Which I Have Knowledge: NONE

Limitation

This Certificate of Title is given for the benefit of the County Commissioners of Worcester County for the purpose of completing a Quitclaim Deed for an abandoned road/alley.

Taxes and Public Charges

No certification is required.

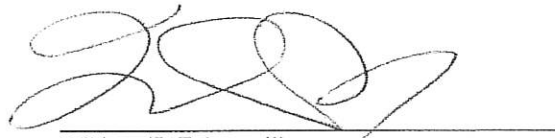
This can be relied on by the County Commissioners for such purposes.

I hereby certify that I am an attorney licensed to practice law in Maryland. Based upon a Title Examination conducted in the land and court records of Worcester County and such other sources of information that I deem necessary and appropriate, I do hereby certify that the owner listed in this certificate is the fee simple owner of the property described in this certificate subject only to the matters set forth herein and further subject to the following standard exceptions:

Matters of survey, unknown heirs, forgeries, matters which could not be determined by physical examination of the property, matters contained in unrecorded instruments of which I am unaware, taxes past due, present due and due in the future, assessments and benefit charges past due, present due and due in the future, and any matter affecting title which is not determinable or ascertainable pursuant to practices and procedures of Members of the Bar of Worcester County with respect to examination of Real Estate Titles.

Other Exceptions: NONE

Date: 12/5/22



William E. Esham, III
Attorney at Law

Ayres, Jenkins, Gordy & Almand, P.A.
6200 Coastal Highway, Suite 200
Ocean City, MD 21842
410 723-1400
WEsham@ajgalaw.com

The Atlantic Title Group
605 Baltimore Annapolis Blvd 2
Severna Park MD 21146

The Atlantic Title Group
File No. 20-3562
Tax ID # 10-021588
Underwriter: North American Title Insurance Company

20-
40-
3300-
2500-
(5279.40)

This Deed, made this 30th day of November, 2020 by and between Laurie E. Craft and Nicholas Lucarelli, wife and husband, James C. Craft and Harriett Craft, husband and wife, and Melinda C. Walker and J. Andrew Walker, wife and husband, as tenants in common, parties of the first part, Grantors; and Robert Lee Drocella and Pamela Marie Drocella, husband and wife, parties of the second part, Grantees.

- Witnesseth -

That for and in consideration of the sum of FIVE HUNDRED THOUSAND AND 00/100 (\$500,000.00), which includes the amount of any outstanding Mortgage or Deed of Trust, if any, the receipt whereof is hereby acknowledged, the said Grantors do grant and convey to the said Robert Lee Drocella and Pamela Marie Drocella, husband and wife, their assigns, the survivor of them and the survivor's heirs, personal representatives and assigns, in fee simple, all that lot of ground situate in the County of Worcester, State of Maryland and described as follows, that is to say:

ALL THAT LOT BEING KNOWN AND DESIGNATED AS LOT 25A, BLOCK F, PLAT OF BAY SHORES PURSUANT TO DECLARATION OF CONSOLIDATION DATED 1/13/2020 AND RECORDED AMONG THE LAND RECORDS OF WORCESTER COUNTY IN LIBER 7589, FOLIO 100.

FORMERLY KNOWN AS LOT 25, BLOCK F ON PLAT ENTITLED "HOY PECK ESTATE" RECORDED IN PLAT BOOK 112, FOLIO 62 OF WORCESTER COUNTY, MARYLAND

ALSO FORMERLY KNOWN AS LOTS 27, 29, 31, 33, 35, 37, 39, 41, 43 & 45 ON PLAT OF BAY SHORE ACRES RECORDED IN PLAT BOOK FWH 2, FOLIO 66 OF WORCESTER COUNTY, MARYLAND

The improvements thereon being known as: 6112 South Point Road, Ocean City, MD 21842

Being the same property which by deed dated June 6, 1994, and recorded among the Land Records of Worcester County, Maryland on June 22, 1994, in Liber 2070, in Folio 397, was granted and conveyed by ALVIS M. CRAFT AND BARBARA E. CRAFT, HIS WIFE, AND BY JOAN M. CRAFT AND MARTHA E. CRAFT unto Melinda C. Walker, J. Andrew Walker, Laurie E. Craft, Nicholas Lucarelli, James C. Craft and Harriett Craft, as tenants in common..

Together with the buildings and improvements thereon erected, made or being; and all and every, the rights, alleys, ways, waters, privileges, appurtenances and advantages thereto belonging, or in anywise appertaining.

To Have and To Hold the said tract of ground and premises above described and mentioned, and hereby intended to be conveyed, together with the rights, privileges, appurtenances and advantages thereto belonging or appertaining unto and to the proper use and benefit of the said Robert Lee Drocella and Pamela Marie Drocella, husband and wife, their assigns, the survivor of them and the survivor's heirs, personal representatives and assigns, in fee simple.

And the said parties of the first part hereby covenant that they have not done or suffered to be done any act, matter or thing whatsoever, to encumber the property hereby conveyed; that they will warrant specially the property hereby granted; and that they will execute such further assurances of the same as may be requisite.

CLERK'S NOTATION
Document submitted for record in a condition not permitting satisfactory photographic reproduction.

REC'D FEB 23 2021

REC'D JAN 29 2021

REC'D JAN 28 2021

WORCESTER COUNTY CIRCUIT COURT (Land Records) SRB 7944, p. 0223, MSA_CE31_8120. Date available 02/25/2021. Printed 08/02/2023.

As Witness the hands and seals of said Grantors, the day and year first above written.

WITNESS



IBRAHIM H AMMAR
Commonwealth of Virginia
Notary Public
Commission No. 7066494
My Commission Expires 06/30/2023

Laurie E. Craft (SEAL)

Nicholas Lucarelli (SEAL)

James C. Craft (SEAL)

Harriett Craft (SEAL)

Melinda C. Walker (SEAL)

J. Andrew Walker (SEAL)

STATE OF
COUNTY OF , to wit:

I hereby certify that on the 30th day of November, 2020, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Laurie E. Craft, Nicholas Lucarelli, James C. Craft, Harriett Craft, Melinda C. Walker and J. Andrew Walker, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument and made oath in due form of law that the matters and facts set forth herein are true.

As witness, my hand and notarial seal.

Signature of Notary Public

My Commission Expires:

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

James P. Yoke Esq.

LR - Deed (w Taxes)
Recording Fee no CT
20.00

Name: craft/walker
Ref:
LR - Surcharge -
linked 40.00
LR - Recordation Tax -
linked 3,300.00
LR - State Transfer
Tax - linked 2,500.00
LR - NR Tax - 1kd
5,279.40

SubTotal: 11,139.40

Total: 11,254.40

02/23/2021 01:28

CC23-MT

#14571399 CC0104 -

Worcester

County/CC01.04.02 -

Register 02

AFTER RECORDING, PLEASE RETURN TO:
The Atlantic Title Group
605 Baltimore Annapolis Blvd.
Suite 2
Severna Park, MD 21146

Deed - Individual

WORCESTER COUNTY CIRCUIT COURT (Land Records) SRB 7944, p. 0224, MSA_CE31_8120. Date available 02/25/2021. Printed 02/23/2021. For Nicholas Lucarelli only

REC'D FEB 23 2021

As Witness the hands and seals of said Grantors the day and year first above written.

WITNESS

Laurie E. Craft (SEAL)
Laurie E. Craft

Nicholas Lucarelli

James C. Craft

Harriett Craft

Melinda C. Walker

J. Andrew Walker

STATE OF Maryland
COUNTY OF Montgomery, to wit:

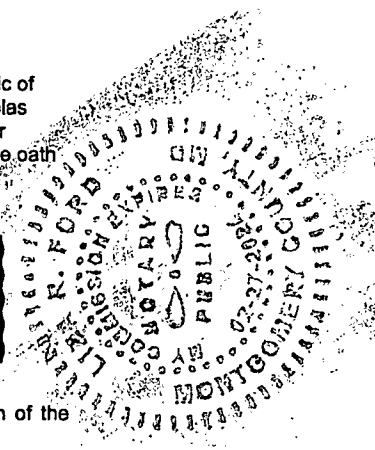
I hereby certify that on the 30th day of November, 2020, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Laurie E. Craft, Nicholas Lucarelli, James C. Craft, Harriett Craft, Melinda C. Walker and J. Andrew Walker, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument and made oath in due form of law that the matters and facts set forth herein are true.

As witness, my hand and notarial seal.

Liza Ford
Signature of Notary Public

LIZA R. FORD
Notary Public-Maryland
Montgomery County
My Commission Expires
February 27, 2024

My Commission Expires: 02/27/2024



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

James P. Yoke Esq. (SEAL)
James P. Yoke Esq.

AFTER RECORDING, PLEASE RETURN TO:
The Atlantic Title Group
605 Baltimore Annapolis Blvd.
Suite 2
Severna Park, MD 21146

REC'D FEB 23 2021

As Witness the hands and seals of said Grantors, the day and year first above written.

WITNESS _____ (SEAL)
 Laurie E. Craft

 Nicholas Lucarelli (SEAL)

 James C. Craft (SEAL)

 Harriett Craft (SEAL)

Melinda C. Walker (SEAL)
 Melinda C. Walker

J. Andrew Walker (SEAL)
 J. Andrew Walker

STATE OF Virginia
COUNTY OF Montgomery, to wit:

I hereby certify that on the 30th day of November, 2020, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared ~~Laurie E. Craft, Nicholas Lucarelli, James C. Craft, Harriett Craft, Melinda C. Walker and J. Andrew Walker~~, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument and made oath in due form of law that the matters and facts set forth herein are true.

As witness, my hand and notarial seal.

Karen A. Hahn
Signature of Notary Public



My Commission Expires: 08/31/2021

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

James P. Yoke (SEAL)
James P. Yoke Esq.

AFTER RECORDING, PLEASE RETURN TO:
The Atlantic Title Group
605 Baltimore Annapolis Blvd.
Suite 2
Severna Park, MD 21146

REC'D FEB 23 2021

WORCESTER COUNTY CIRCUIT COURT (Land Records) SRB 7944, p. 0226, MSA_CE31_8120. Date available 02/25/2021. Printed 08/02/2023.

As Witness the hands and seals of said Grantors, the day and year first above written.

WITNESS

Laurie E. Craft (SEAL)

Nicholas Lucarelli (SEAL)

James C. Craft

James C. Craft (SEAL)

Harriett Craft

Harriett Craft (SEAL)

Melinda C. Walker (SEAL)

J. Andrew Walker (SEAL)

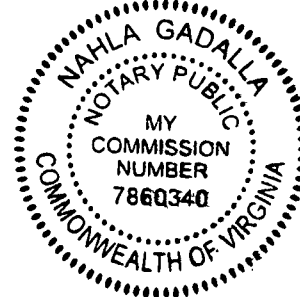
STATE OF *Virginia*
COUNTY OF *Fairfax*, to wit:

I hereby certify that on the 30th day of November, 2020, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Laurie E. Craft, Nicholas Lucarelli, James C. Craft, Harriett Craft, Melinda C. Walker and J. Andrew Walker, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument and made oath in due form of law that the matters and facts set forth herein are true.

As witness, my hand and notarial seal.

Fable

Signature of Notary Public



My Commission Expires: *4/30/2024*

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

TAXES FOR WHICH ASSESSMENTS
HAVE BEEN RECEIVED HAVE BEEN
PAID AS OF THIS DATE. *1/8/2021*
Worcester County Finance Officer
By *CS*
EXCEPT PERSONAL PROPERTY

[Signature]

James P. Yoke Esq. (SEAL)

AFTER RECORDING, PLEASE RETURN TO:
The Atlantic Title Group
605 Baltimore Annapolis Blvd.
Suite 2
Severna Park, MD 21146

TRANSFER TAX PAID
FINANCE OFFICER
WORCESTER COUNTY MARYLAND
By *CS* Date *1/8/2021*
TRA \$ 2500.00

Worcester County
Water & Wastewater
NO ASSESSMENT
Date *1/8/2021* BY *SM*
118/215-L-27

REC'D FEB 23 2021

WORCESTER COUNTY CIRCUIT COURT (Land Records) SRB 7944, p. 0227, MSA_CE31_8120. Date available 02/25/2021. Printed 08/02/2023.

Maryland FORM WH-AR

Certification of Exemption from Withholding Upon Disposition of Maryland Real Estate Affidavit of Residence or Principal Residence

2020

Based on the certification below, Transferor claims exemption from the tax withholding requirements of §10-912 of the Tax-General Article, Annotated Code of Maryland. Section 10-912 provides that certain tax payments must be withheld and paid when a deed or other instrument that effects a change

in ownership of real property is presented for recordation. The requirements of §10-912 do not apply when a transferor provides a certification of Maryland residence or certification that the transferred property is the transferor's principal residence.

1. Transferor Information

Name of Transferor Laurie E. Craft

2. Description of Property (Street address. If no address is available, include county, district, subdistrict and lot numbers).

6112 South Point Road, Ocean City, MD 21842

3. Reasons for Exemption

Resident Status

As of the date this form is signed, I, Transferor, am a resident of the State of Maryland.

Transferor is a resident entity as defined in Code of Maryland Regulations (COMAR)03.04.12.02B(11), I am an agent of Transferor, and I have authority to sign this document on Transferor's behalf.

Principal Residence

Although I am no longer a resident of the State of Maryland, the Property is my principal residence as defined in IRC 121 (principal residence for 2 (two) of the last 5 (five) years) and is currently recorded as such with the State Department of Assessments and Taxation.

Under penalty of perjury, I certify that I have examined this declaration and that, to the best of my knowledge, it is true, correct, and complete.

3a. Individual Transferors

Witness

Mrs. [Signature]

Laurie E. Craft
Name

Signature

[Signature] 11/30/2020
**Date

3b. Entity Transferors

Witness/Attest

Name of Entity

By

Name

**Date

Title

** Form must be dated to be valid.

Note: Form is only valid if it was executed on the date the Property was transferred and is properly recorded with the Clerk of the Court.

To the Clerk of the Court: Only an un-altered Form WH-AR should be considered a valid certification for purposes of Section 10-912.

Worcester County Circuit Court (Land Records) SRB 7944 p. 0228 MSA CE31_8120. Date available 02/25/2021. Printed 08/02/2023. REC'D FEB 23 2021 REC'D JAN 8 2021

Maryland FORM WH-AR

Certification of Exemption from Withholding Upon Disposition of Maryland Real Estate Affidavit of Residence or Principal Residence

2020

Based on the certification below, Transferor claims exemption from the tax withholding requirements of §10-912 of the Tax-General Article, Annotated Code of Maryland. Section 10-912 provides that certain tax payments must be withheld and paid when a deed or other instrument that effects a change

in ownership of real property is presented for recordation. The requirements of §10-912 do not apply when a transferor provides a certification of Maryland residence or certification that the transferred property is the transferor's principal residence.

1. Transferor Information

Name of Transferor Nicholas Lucarelli

2. Description of Property (Street address. If no address is available, include county, district, subdistrict and lot numbers).

6112 South Point Road, Ocean City, MD 21842

3. Reasons for Exemption

Resident Status

As of the date this form is signed, I, Transferor, am a resident of the State of Maryland.

Transferor is a resident entity as defined in Code of Maryland Regulations (COMAR)03.04.12.02B(11), I am an agent of Transferor, and I have authority to sign this document on Transferor's behalf.

Principal Residence

Although I am no longer a resident of the State of Maryland, the Property is my principal residence as defined in IRC 121 (principal residence for 2 (two) of the last 5 (five) years) and is currently recorded as such with the State Department of Assessments and Taxation.

Under penalty of perjury, I certify that I have examined this declaration and that, to the best of my knowledge, it is true, correct, and complete.

3a. Individual Transferors

Witness

James Cleft

Nicholas Lucarelli
Name

11/30/20
**Date

Signature

Nicholas Lucarelli

3b. Entity Transferors

Witness/Attest

Name of Entity

By

Name

**Date

Title

** Form must be dated to be valid.

Note: Form is only valid if it was executed on the date the Property was transferred and is properly recorded with the Clerk of the Court.

To the Clerk of the Court: Only an un-altered Form WH-AR should be considered a valid certification for purposes of Section 10-912.

20-49

FEB 23 2021 The foregoing instrument filed for record and is accordingly recorded among the land records of Worcester County, Maryland.

Sharon Probst Clerk

Worcester County Circuit Court (Land Records) SRB 7944, p. 0229, MSA CE31_8120. Date available 02/25/2021. Printed 08/02/2023.

REC'D FEB 23 2021

REC'D JAN 8 2021

State of Maryland Land Instrument Intake Sheet

Baltimore City County: Worcester
Information provided is for the use of the Clerk's Office, State Department of Assessments and Taxation, and County Finance Office Only.
(Type or Print in Black Ink Only - All Copies Must Be Legible)

Space Reserved for Circuit Court Clerk Recording Validation

1 Type(s) of Instruments
2 Conveyance Type Check Box
3 Tax Exemptions (if applicable)
Cite or Explain Authority

4 Consideration and Tax Calculations
Consideration Amount
Finance Office Use Only
Transfer and Recordation Tax Consideration

5 Fees
Amount of Fees
Recording Charge
Surcharge
State Recordation Tax
State Transfer Tax
County Transfer Tax
Other

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

7 Transferred From
Doc. 1 - Grantor(s) Name(s)
Doc. 2 - Grantor(s) Name(s)

8 Transferred To
Doc. 1 - Grantee(s) Name(s)
Doc. 2 - Grantee(s) Name(s)
New Owner's (Grantee) Mailing Address

9 Other Names to Be Indexed
Doc. 1 - Additional Names to be Indexed (Optional)
Doc. 2 - Additional Names to be Indexed (Optional)

10 Contact/Mail Information
Instrument Submitted By or Contact Person
Name: James P. Yoke Esq.
Firm The Atlantic Title Group
Address: 605 Baltimore Annapolis Blvd., Suite 2
Severna Park, MD 21146 Phone: (410) 431-7117

11 IMPORTANT: BOTH THE ORIGINAL DEED AND A PHOTOCOPY MUST ACCOMPANY EACH TRANSFER
Assessment Information
Will the property being conveyed be the grantee's principal residence?
Does the transfer include personal property? If yes, identify:
Was property surveyed? If Yes, attach copy of survey (if recorded, no copy required).

Assessment use only - Do Not Write Below This Line
Terminal Verification Agricultural Verification Whole Part Tran. Process Verification
Transfer Number Date Received: Deed Reference: Assigned Property No.:

REMARKS:

Space Reserved for County Validation

Distribution: White - Clerk's Office Pink - Office of Finance Canary - SDAT Goldenrod - Preparer AOC-CC-300(5/2007).

WORCESTER COUNTY CIRCUIT COURT (Land Records) SRB 7944, p. 0230, MSA_CE31_8120. Date available 02/25/2021. Printed 08/02/2023.



Worcester County Administration

One West Market St. Room 1103 | Snow Hill MD 21863 | (410) 632-1194 | www.co.worcester.md.us

Re: Code Revisions for County Landings

To: County Commissioners

From: Roscoe Leslie

Current Status:

- “Commercial activities” are generally prohibited at County landings.
- Changes have been introduced and a public hearing has been held.
- The Commissioners can:
 - adopt the proposed bill summarized below,
 - make amendments to the current bill,
 - vote to leave the current ordinance unchanged, or
 - take no action at this time.

Proposed Ordinance Changes

- Allow “commercial activities” to the extent that they do not conflict or interfere with recreational use.
- Limit commercial users to one parking space.
- Require heavy equipment operators to be registered and insured.

Other Options

- Requiring permits and fees for all users.
 - *See* Kent, Queen Anne’s, and Cecil County ordinance
 - Schedules for permit fees, including special use permits, can be set by resolution from time to time.
- Requiring permits for commercial use.
 - *See* Talbot County Ordinance.
- Creating a boat dealer permit provision.
 - *See* Talbot and Caroline County ordinances.
- Adding restrictions on passengers for commercial purposes.
 - *See* Bay County, Florida ordinance.
- Fines can be up to \$500 for first offense, and up to \$1000 per subsequent offense and can be set by resolution.

COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND
BILL 23-06

BY: Commissioners Bertino, Bunting, Abbott, Fiori and Purnell

INTRODUCED: June 6, 2023

A legislative bill for the purpose of amending the County ordinance regulating activity at County landings.

- I. **Be It Enacted by the County Commissioners of Worcester County, Maryland**, that § CG 4-406 (County Landings) of the County Government Article of the Code of Public Local Laws of Worcester County, Maryland is repealed in its entirety and replaced with the following:

§ CG 4-406 County Landings

(a) Definitions.

- (1) “County landings”: Any dock, harbor, wharf, pier, or ramp owned, maintained, or operated by the County Commissioners of Worcester County.
- (2) “Ancillary activities”:
 - A. Parking of vehicles used for transporting watercraft or passengers utilizing the landing;
 - B. Crabbing and fishing; or
 - C. Such other activities as may be permitted by the County Commissioners.
- (3) “Commercial user”: An individual or entity using a County landing in a manner that is connected with or that furthers an ongoing profit-making activity.
- (4) “Heavy equipment operator”: An individual or entity that operates earthmoving, construction, or industrial equipment that is mobile and weighs at least 1,500 pounds.

(b) Limitation on use.

- (1) All County landings shall be used exclusively for the landing and retrieval of watercraft and ancillary activities.
- (2) Commercial users are permitted to the extent that their use does not:

- A. Create a conflict with the general boating public;
 - B. Interfere with recreational boaters needs; or
 - C. Have the potential to damage the landing or related County property.
- (c) Prohibited activities. The following activities are prohibited at County landings:
- (1) Tenting, camping, or sleeping.
 - (2) Storage or warehousing of personal property.
 - (3) Anchoring, docking, mooring, or tying up to any County landing or its pilings.
- (d) Heavy Equipment Operators using County landings must:
- (1) Annually register with the County department designated to manage County landings; and
 - (2) Maintain adequate insurance as determined from time to time by the County Commissioners.
- (e) Parking.
- (1) From May 1 to September 30 of each year, commercial users and their patrons or guests are prohibited from occupying more than a total of one parking space in a landing's lot.
 - (2) The County may require payment for parking at any County landing.
- (f) Impoundment of property. Any personal property left at any County landings without authorization will be subject to impoundment by the County Commissioners or the County Sheriff, who may charge a fee upon redemption in an amount sufficient to cover the cost of impoundment.
- (g) Special use permits. Any person wishing a special use permit for an activity not permitted may apply in writing to the County Commissioners, who may, in their sole discretion, grant such permit.
- (h) Violations.
- (1) Any person violating the provisions of this section shall be guilty of a civil infraction.
 - (2) Each day of a violation constitutes a separate offense.

~~§ CG 4-406 County Landings~~

- ~~(a) “County landings” defined. Used herein, the term “county landing” shall mean any dock, harbor, wharf, pier or ramp owned, maintained or operated by the County Commissioners of Worcester County except the West Ocean City Harbor.~~
- ~~(b) Limitation on use. All county landings shall be used exclusively for the landing and retrieval of watercraft and ancillary activities thereto as herein set forth.~~
- ~~(c) “Ancillary activities” defined. “Ancillary activities” mean:~~
- ~~(1) Parking of vehicles used for transporting watercraft or passengers utilizing the landing.~~
 - ~~(2) Crabbing and fishing.~~
 - ~~(3) Such other activities as may from time to time be permitted by the County Commissioners.~~
- ~~(d) Prohibited activities. The following activities are prohibited at county landings:~~
- ~~(1) Commercial activities, including loading and unloading of produce, seafood, freight or merchandise.~~
 - ~~(2) Tenting, camping or sleeping.~~
 - ~~(3) Storage or warehousing of personal property.~~
 - ~~(4) Anchoring, docking, mooring or tying up to any county landing or piling associated therewith.~~
- ~~(e) Impoundment of property. Any personal property [except for motor vehicles as permitted by Subsection (e) hereof] left at any county boat landings shall be subject to impoundment by the County Commissioners or County Sheriff, who may charge a fee upon redemption in an amount sufficient to cover the cost of impoundment.~~
- ~~(f) Special use permits. Any person wishing a special use permit for an activity not permitted hereunder may apply, in writing, to the County Commissioners, who may, in their sole discretion, grant such permit.~~
- ~~(g) Violations. Any person violating the provisions hereof shall be guilty of a civil infraction. Each day of a violation constitutes a separate offense.~~

II. **Be It Further Enacted by the County Commissioners of Worcester County, Maryland** that this Bill will take effect 45 days from the date of its passage.

PASSED this _____ day of _____, 2023:

Attest:

**County Commissioners of
Worcester County, Maryland**

Weston S. Young
Chief Administrative Officer

Anthony W. Bertino, Jr., President

Madison J. Bunting, Jr., Vice President

Caryn G. Abbott, Commissioner

Eric J. Fiori, Commissioner

Theodore J. Elder, Commissioner

Joseph M. Mitrecic, Commissioner

Diana Purnell, Commissioner

Other Maryland County Boat Landing Ordinances

Talbot**§ 121-3 Ramp permit; dealer permit.**

A. Required. Ramp permits shall authorize the holder to launch and remove any vessel from the water at any public landing designed for that purpose, and to park any boat trailer at the public landing. It shall be unlawful for any person to launch or remove any vessel from the water or to park any boat trailer at a public landing without a ramp permit, except for emergency, state, County, and local government vehicles and vessels. Small vessels, canoes, and kayaks may be launched and removed without a permit when unaccompanied by a trailer. Marine contractors may utilize boat ramps without a permit to load or unload vessels, barges, materials, or equipment used in marine construction projects.

B. **Bona fide boat dealers may obtain a dealer permit.** A dealer permit shall be transferable among dealer-owned vehicles or trailers only, and may be used only for launching or removing a vessel purchased, sold, rented, or repaired by the dealer.

C. Ramps to be kept clear. Except when in use as permitted by this chapter, ramps at all public landings shall be kept clear of all vehicles, vessels, trailers, equipment, materials and other obstructions. Violators shall be subject to the provisions of § **121-7**.

§ 121-6 Commercial use.

All public landings may be used for any commercial water-related activity unless specifically prohibited by this chapter, by the terms and conditions of any slip rental agreement or any permit, rule, regulation, or notice issued by the Administrator. A commercial use permit is required to engage in any commercial activity at any public landing. For purposes of this chapter, "commercial use" is defined as any activity carried out for pecuniary gain and that is deemed water-dependent by the Administrator. Users with an active State of Maryland commercial fisheries license and that work primarily out of their vessel are not required to obtain a commercial use permit. Unloading facilities such as conveyers, guy poles, ramps, etc., may be erected only with written permission from the Administrator, who may require their removal by giving 10 days' written notice to the owner or operator.

Caroline

§ 148-12 Public Landing permit; dealer permit.

A. Required. Public Landing permits shall authorize the holder to launch and remove any vessel from the water at any Public Landing designed for that purpose, and to park in any authorized area at a Public Landing a Boat Trailer or similar vehicle used to transport one or more boats. It shall be a violation of this Article for any person to launch or remove any vessel from the water of a Public Landing, or park a Boat Trailer at a Public Landing facility without a Public Landing permit, except for emergency, state, County, and local government vehicles and vessels. With prior permission from the Department marine contractors may utilize boat ramps without a permit to load or unload vessels, barges, materials, or equipment used in marine construction projects, to the extent that such activity is safe and does not exceed the design, weight, or other restrictions or capabilities of the Public Landing.

B. Permits; display.

(1) Annual permits. Annual Public Landing permits shall be evidenced by a sticker issued by the Department. The sticker shall be placed on the Boat Trailer, preferably on the tongue thereof, or near the license plate thereon, and clearly visible.

(2) Daily permits. Daily Public Landing permits shall be evidenced by a plastic tag issued by the Department. The plastic tag shall be hung from the vehicle's rearview mirror and shall be clearly visible from the exterior of the vehicle.

(3) No vehicle shall utilize a daily or seasonal permit to transport more than one boat to a Public Landing per day; provided, however, that for purposes of this Chapter, a Boat Trailer or vehicle used to transport multiple, non-mechanically powered watercraft such as canoes and kayaks shall be permitted to do so under a single permit and more than once daily.

C. Bona fide boat dealers may obtain a dealer permit. A dealer permit shall be transferable among dealer-owned vehicles or trailers only, and may be used only for the incidental launching or removing a vessel purchased, sold, rented, or repaired by the dealer and any incidental parking related thereto.

Kent:

68-5 Public Landings

A. **No vehicle trailer may use the public landings within Kent County without a permit from the Department;** such permit shall be affixed to the trailer. The fees for the permit shall be set by the County Commissioners based upon recommendations of the Department and subject to any approvals required by the State of Maryland Department of Natural Resources. Any trailer using a public landing in violation of this section is subject to impoundment until payment of any penalty is made.

B. The following activities on public landings or within designated areas, as the case may be, are subject to enforcement and penalties of §§ **68-15** and **68-16** of this chapter:

(1) No person shall leave equipment or boats at a designated area or on a public landing for more than 15 days out of any consecutive 30 days unless in accordance with or incidental to the use of a seasonal mooring pursuant to the regulations enacted in accordance with this chapter.

(2) No person may dock in a designated "No Docking" area.

(3) There shall be no camping, campers or open fires on a public landing.

(4) No vessel may dock in transient slips for more than 72 consecutive hours at a public landing.

(5) No vehicles shall be parked on public piers or in a designated no-parking area.

(6) No household trash shall be deposited in the containers on public landings.

(7) All sunken vessels shall be raised or removed by the owner within five days of being notified.

(8) No person may act in violation of the regulations adopted by the County Commissioners pursuant to § **68-4** of this chapter.

C. All landings shall be closed to the public as posted at the landing.

D. The proceedings for the establishment, making, altering or closing and for regulating the use of any public landings in Kent County shall be in all respects the same as prescribed.

§ 68-6 Mooring structures and fields administration.

The County Commissioners of Kent County hereby delegate to the Director the authority to administer and enforce the sections pertaining to mooring structures and fields. No mooring structures and fields shall be permitted in the tidal waters of the state and located in Kent County except in compliance with this chapter.

§ 68-7 Permit required.

Any person proposing to place, construct or erect a mooring shall obtain a permit from the Department. Notwithstanding the above, a permit is not required for a mooring structure placed, constructed, or erected by the County Commissioners in a mooring field.

Queen Anne's

Permit required.

Unless a person has a permit, the person may not:

- A. Use a public landing for launching a vessel or removing a vessel from the water;
- B. Park a vehicle or trailer in any area of a public landing, regardless of the size or type of vehicle; or
- C. Otherwise use the County public landing facilities.

§ 20-4 Regulations for issuance of permits.

The County Department of Parks and Recreation may adopt regulations for the issuance of permits under this chapter, including requirements for proof of residence, property ownership, and identification. The County Commissioners, by resolution, may establish and from time to time modify the fees to be charged for permits issued under this chapter.

§ 20-5 Display of permits and stickers.

A. In general. Permits shall be evidenced by a sticker issued by the County Department of Parks and Recreation and displayed in accordance with this section.

B. One-day permit. The one-day permit is valid only when displayed on the inside of the vehicle windshield facing out.

C. Annual permit. The annual permit is valid only if it is displayed either on:

(1) A boat trailer approximately one foot from the trailer hitch on the left side; or

(2) The left rear bumper of the vehicle utilizing the public landing.

Cecil

Cecil County public boat ramps.

(1) Permit required. All trailers using Cecil County public boat ramps must have a current sticker located on the trailer tongue, one foot from the hitch on the right side (passenger side).

(a) When purchasing a trailer permit, an applicant must provide a driver's license, trailer tag registration and vessel registration.

(b) Permits are \$20 and can be purchased Monday through Friday, 8:00 a.m. to 4:00 p.m., from the Cecil County Director of Finance's office, 200 Chesapeake Boulevard, Elkton, Maryland and/or other establishments authorized by the Cecil County government. Permit fees may be altered by resolution of the Cecil County Council.

(c) Permits are valid for a period of one calendar year.

(2) Use regulations.

(a) Park in designated areas only.

(b) No admittance between 10:00 p.m. and 5:00 a.m.

(c) No camping, campers, or open fires.

(d) Do not block ramps.

(e) Do not dock in posted areas.

(f) No sunken vessel shall remain for more than three days.

(g) No person shall leave equipment or boats in the park for more than 48 hours.

Anne Arundel

§ 14-2-119. Boat ramps in parks.

A person may not use a boat ramp in a park without valid authorization issued by the Department.

RAMP USE: The ramp is for use of private pleasure craft of 28 feet or less in length, and 8' 6" feet in width only. No commercial use (dealers, workboats, charter vessels, etc.)

Bay County, Florida Boat Landing Ordinance ITEM 16

Sec. 18-28. - Prohibitions for public boat ramps and recreational areas.

(a) No person shall dock, anchor or in any way secure a watercraft to any public boat ramp, or premises adjacent thereto, which is owned by the county or under the care and/or custody of the county, for more than 15 minutes, unless the owner of the watercraft has an emergency situation, in which case the watercraft shall be removed as soon as possible.

(b) *Prohibited commercial use.*

(1) No person shall use the premises, and/or associated portions, of any neighborhood county owned or operated park, boat ramp, or other recreational area or facility, listed below in subsection (d), for commercial purposes of any type, including, but not limited to:

- a. Picking up and dropping off passengers;
- b. Soliciting or advertising commercial activity for hire;
- c. Designating the county site address as the physical address of a commercial business or the meeting location for a commercial business activity;
- d. Collecting or attempting to collect any compensation at a county site.

(2) Vendors providing specific services to Bay County through a valid agreement are exempt from the provisions of subparagraph (b)(l) above.

(c) *Allowed commercial uses.*

(1) Commercial fishing guides, excursion guides, airboat tour guides, or any other type of commercial guided boat excursion/charter, who hold valid licenses, as required, may utilize, for commercial purposes, the premises, and/or associated portions, of specified county owned or operated parks, boat ramps, or other recreational areas or facilities listed below in subsection (e), for picking up and dropping off passengers only. It is unlawful to utilize these areas for any other commercial purpose, including, but not limited to:

- a. Soliciting or advertising commercial activity for hire;
- b. Designating the county site address as the physical address of a commercial business or the meeting location for a commercial business activity;
- c. Collecting or attempting to collect any compensation at a county site.

(2) Persons utilizing approved county boat ramps for commercial activities must complete an application and pay the designated fee prior to facility use.

(d) *Neighborhood county boat ramps (prohibited commercial use).*

- (1) Shoreline Circle Boat Ramp (Shoreline Circle Panama City, FL) (Pretty Bayou);
- (2) Dolphin St. Boat Ramp (Dolphin St. Panama City Beach, FL) (Grand Lagoon);
- (3) Safari St. Boat Ramp (Safari St. Panama City Beach, FL) (Grand Lagoon);
- (4) Oriole Street Boat Ramp (Oriole St. Panama City Beach, FL) (Grand Lagoon);

ITEM 16

- (5) Quail St. Boat Ramp (Quail St. Panama City Beach, FL) (Grand Lagoon);
 - (6) Donald Penny Boat Ramp (SR 77A-Southport, FL) (Fanning Bayou);
 - (7) McCall-Everitt Boat Ramp (CR-2321 Panama City, FL) (Deerpoint Lake);
 - (8) David W. Hutchinson Boat Ramp (10035 C.R. 2301 Bayou George, FL) (Bayou George/Deemoint Lake);
 - (9) Bay Head North Boat Ramp (Cherokee St. Bayou George, FL) (Bayou George/Deerpoint Lake);
 - (10) Bay Head South Boat Ramp (Cherokee St. Bayou George, FL) (Bayou George/Deerpoint Lake);
 - (11) Pine Log Boat Ramp (Pine Log State Forest) (Pine Log Creek);
 - (12) All other county parks and recreational facilities except as stated in subsection (e) below.
- (e) *County boat ramps (allowed commercial use).*
- (1) Crooked Creek Boat Ramp (6370 Titi Road Panama City, FL) (Crooked Creek/West Bay);
 - (2) McCall-Everitt Boat Ramp (County Road 2321 Panama City, FL) (North Bay);
 - (3) Ira Hutchinson Park 4405 (County Road 2321 Panama City, FL) (Deerpoint Lake);
 - (4) High Point Landing 7925 (County Road 2311 Panama City, FL) (Deerpoint Lake);
 - (5) Burnt Mill Creek Boat Ramp (Burnt Mill Creek Rd.) (Burnt Mill Creek/West Bay);
 - (6) Maude Holmes Boat Ramp (Sandy Creek Rd. Callaway, FL) (Sandy Creek/East Bay);
 - (7) Lake Powell Boat Ramp (Lake Powell Rd. Panama City Beach, FL) (Lake Powell/Phillips Inlet);
 - (8) B.V. Buchanan Boat Ramp (B.V. Buchanan Bridge Panama City Beach, FL) (West Bay);
 - (9) West Hathaway Bridge Boat Ramp (S.W. Side of Hathaway Bridge) (St. Andrews Bay);
 - (10) McKenzie Boat Ramp (McKenzie Rd. Southport, FL) (North Bay).

(Ord. No. 15-16, § 1, 4-21-15; Ord. No. 22-08, § 1, 4-5-22)

Sec. 70-95. - Boat ramp and land area usage.

- (a) The use of the boat ramps and adjacent parking areas of the harbor facility are for the pleasure of all users. No unloading, loading or storage of seafood products or byproducts, nets, poles, dredges or culling of products is permitted except in designated loading and unloading areas as hereinafter provided. At the discretion of the harbor master, a temporary variance may be granted when an emergency exists or there is other just cause therefore.
- (b) Overnight habitation of vessels, boats, parked vans, automobiles, trucks, mobile homes, camper trailers or other recreational vehicles or apparatus, including tents, at the harbor facility, is prohibited except by special authority given by the harbor master for critical emergency situations.
- (c) Persons utilizing a boat ramp at the harbor shall launch or recover any boat as promptly as possible giving consideration to the safety of persons and property, and shall not unnecessarily impede the use of such ramp by other users.

(Code 1977, § 9-3(D); Amended 5-5-2003, 8-7-2006)

ORDINANCE NO. 2020-11

AN ORDINANCE AFFECTING PUBLIC BOAT RAMPS IN ORANGE COUNTY; ENACTING A NEW SECTION 29-58 OF THE ORANGE COUNTY CODE OF ORDINANCES ENTITLED “USE OF PUBLIC BOAT RAMPS AND ASSOCIATED RECREATIONAL AREAS AND FACILITIES;” PROVIDING AN EFFECTIVE DATE.

WHEREAS, Article VIII, Section 1(g) of the Florida Constitution provides that the County may enact ordinances not inconsistent with general law; and

WHEREAS, Orange County currently owns and operates numerous public boats ramps and associated recreational areas and facilities throughout the County; and

WHEREAS, the Board of County Commissioners desires to adopt the general use provisions set forth herein in order to provide clear and consistent standards regarding the County’s public boat ramps and related recreational areas and facilities.

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF ORANGE COUNTY, FLORIDA.

Section 1. Enactment of New Section 29-58, Use of Public Boat Ramps and Associated Recreational Areas and Facilities. Section 29-58, Orange County Code, is hereby enacted to read as follows:

CHAPTER 29. PARKS AND RECREATION

* * *

ARTICLE III. CONDUCT IN COUNTY RECREATION AREAS

* * *

Sec. 29-58. – Use of public boat ramps and associated recreational areas and facilities.

(a) *Definitions.* When used in this section, the following terms shall have the following meanings, unless the context clearly indicates otherwise:

- (1) *Public boat ramp* shall mean those facilities owned and/or operated by the county containing structures or clearings extending to or waterward of the normal high water elevation, or structures or clearings upon which trailerable watercraft can be launched or retrieved, as well as the associated recreational areas and facilities appurtenant to the boat ramp.
- (2) *Commercial activity* shall mean the sale, service or solicitation of any item for a set fee or donation, tangible or intangible, including, but not limited to, the charging of admission; the charging of fees for any service, entertainment or amusement, food, and/or beverages.

(b) *Use provisions and prohibitions.*

- (1) The hours of operation for all public boat ramps shall be set forth in the Parks and Recreation Division Rules and Regulations approved by the board of county commissioners, as may be amended.
- (2) No person shall enter or remain on the premises of any public boat ramp outside of the established hours of operation, or for any commercial purpose contrary to the intended use of the public boat ramp as set forth in the Parks and Recreation Public Boat Ramp Commercial Operations Guidelines attached hereto as **Exhibit “A,”** incorporated herein by this reference.
- (3) No person shall dock, anchor or in any way secure a watercraft to any public boat ramp for more than 15 minutes, unless the watercraft is inoperable and cannot be removed under its own power, or the owner of the watercraft has an emergency situation.
- (4) No person shall use the premises of any public boat ramp for commercial activity of any type unless otherwise authorized by subsection (c) herein. Commercial activity prohibited by this section includes, but is not limited to, the following:
 - i. Picking up or dropping off passengers;

- ii. Soliciting or advertising commercial activity for hire at a public boat ramp, including, but not limited to, the display of any sign, placard, notice, or commercial announcement of any kind upon a vehicle, boat, or vessel;
- iii. Designating the physical address of a public boat ramp as the physical address of a commercial business or the meeting location for commercial activity;
- iv. Collecting, receiving or attempting to collect or receive compensation for any service, including, but not limited to, renting, hiring, or operating for a charge or donation, any kind of boat or watercraft, whether powered or not. Nor shall any boat or watercraft operating for hire or carrying passengers for compensation, land or receive such passengers at any public boat ramp;
- v. Organizing or launching of a tournament or other group function for which a fee or membership is charged.

- (5) No person shall replenish or fill, or attempt to replenish or fill, any type of watercraft, with a petroleum product of any type while said watercraft is located on the premises of any public boat ramp.
- (6) No person shall engage in draining, cleaning, or washing activities, nor shall any person discharge bilge pumps or drain plugs, at any public boat ramp.

(c) *Exemptions.*

- (1) Licensed commercial fishing guides may pick up and drop off passengers at public boat ramps.
- (2) Persons or entities with a valid permit issued by the County pursuant to the Parks and Recreation Public Boat Ramp Commercial Operations Guidelines set forth in **Exhibit “A”** may conduct commercial activities at public boat

ramps pursuant to the terms and conditions of the permit and any agreement related thereto.

(d) *Enforcement.* Provisions of this section may be enforced by any person having the authority to enforce county ordinances. Nothing in this section shall prohibit the county sheriff from exercising the authority set forth in section 30.07, Florida Statutes, to appoint individuals as deputies for the purpose of enforcing this section.

(e) *Penalties.* Violations of this section shall be as provided in section 1-9 of this Code. This section may be enforced by alternate means, including, but not limited to, criminal action; civil action, including petitions to enjoin persons from violating this section; or by any other means available by law.

Section 2. Effective date. This ordinance shall take effect on June 5, 2020.

ADOPTED THIS 5th DAY OF MAY, 2020.

ORANGE COUNTY, FLORIDA
By: Board of County Commissioners

By: _____
Jerry L. Demings
Orange County Mayor

ATTEST: Phil Diamond, CPA, County Comptroller
As Clerk of the Board of County Commissioners

By: _____
Deputy Clerk

Sec. 7-3. - Use of public boat ramps and City property.

- (a) No person shall use the City boat ramps except for the purpose of launching or retrieving boats thereon. No person shall use the City boat ramps for the purpose of storage of any matter except for such reasonable time as may be necessary in connection with the launching or retrieving of boats. Commercial vessels may only use the City boat ramps at the following locations:
 - (1) Crisp Park, at 36th Avenue Northeast and Poplar Street, only between February 1, and September 30 of each year between 30 minutes before sunrise and 6:00 p.m. each day.
 - (2) Jungle Prada, at the west end of 22nd Avenue North.
 - (3) Grand View, at Sixth Street and 39th Avenue South.
 - (4) Demen's Landing at the east end of First Avenue South.
 - (5) Maximo Park, generally south of Frenchmen's Creek and west of 34th Street South.
- (b) No other City boat ramp may be utilized by any commercial vessel. Before using an approved City boat ramp listed above, the operators of commercial vessels must obtain a permit from the POD. This permit sticker shall be affixed to the commercial vessel in the manner and location required by the permit and shall be visible at all times.
- (c) Commercial vessels, their operators and persons on them, shall comply with all applicable City rules and regulations and all City ordinances and State laws. Failure to comply with or a violation of any City ordinance or any of the terms or rules and regulations of the use permit shall be a violation of this section.
- (d) The permit may be revoked immediately upon the issuance of a notice to appear in county court for an ordinance violation and/or upon notice being given that there has been a violation of an applicable City rule or regulation. Permit revocations may be appealed by the permittee to the City Administrator, whose decision may be appealed to the City Council by filing a written notice with the City Clerk within ten days of the revocation.
- (e) A person shall not moor, attach, or fasten any vessel to any City property except as follows: (i) in an emergency; (ii) with written permission from the POD; or (iii) in an area that is posted as public docking.
- (f) Any violation of this section may be enforced by issuance of a uniform parking citation posted upon the vessel or hand delivered to the owner/operator.

(Code 1973, § 10-15; Code 1992, § 7-3; Ord. No. 65-G, § 1, 12-17-1992; Ord. No. 399-G, § 1, 8-5-1999; Ord. No. 393-H, § 2, 10-3-2019)



Martin O'Malley, Governor
Anthony G. Brown, Lt. Governor
John R. Griffin, Secretary
Eric Schwaab, Deputy Secretary

June 13, 2008

The Honorable Virgil Shockley, President
Worcester County Commissioners
County Government Center
One West Market Street, Room 1103
Snow Hill, MD 21863-1195

Dear Mr. Shockley:

I have been informed by my Staff that there may be a County Ordinance that restricts commercial watermen from using Waterway Improvement funded facilities. Since both commercial boats and recreational boats contribute to the Waterway Improvement Fund, the commercial watermen cannot be denied access to use these facilities.

Worcester County can restrict the storage of gear and equipment at these facilities, however the launching facilities must be available to everyone. We request that this ordinance is changed to insure eligibility for future Waterway Improvement Fund Grant funding and would appreciate hearing from your office as soon as possible regarding the resolution of this issue.

If you have any questions about this issue please give me a call at 410-260-8462.

Sincerely,

Robert P. Gaudette, Director
Boating Services

cc: Mr. John Tustin, Worcester County Public Works
Ms. Pamela D. Lunsford, Director Boating Implementation
Mr. Mike Ewing, Regional Program Administrator

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

August 7, 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 (19).

President Bertino – You have One (1) positions open:

- George Solyak – Term Ending – Agricultural Reconciliation Bd.

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: See attached letter

- Elena Ake – Released – non-active member – Tourism Advisory Committee
- Martin Kwesko - **Resigned** - Dec. 21-Water & Sewer Advisory Council, Mystic Harbour
- Matthew Kraeuter - Term Ended; **Available for Reappointment** - Dec. 21-WWW Advisory, 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

All Commissioners:

- **(1)-Adult Public Guardianship Board-**
(1) Term Expired - Ms. Wessels, (Roberta Baldwin will potentially help search for a viable replacement, if necessary).
- **(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 E n d e d -Martin Kwesko and Matthew Kraeuter
- **(1)- Water and Sewer Advisory Council- West Ocean City-(1)** Term Ended-Dec. 21 -
Keith Swanton
- **(4 Total) - Commission for Women- (3) Resigned** -Elizabeth Rodier, (Fiori) not a reappointment
resignation of Susan Childs (Bunting) and the resignation of Kris Heiser
(1) Tenure Ending - 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.13 Elena Ake – Released – Tourism Advisory Committee (See Attached Resume)
 p.15 Martin Kwesko - Term Ending - Dec. 21-Water & Sewer Adv. Mystic Harbor
 p.15 Matthew Kraeuter - Term Ending - Dec. 21-Water & Sewer Adv. Mystic Harbor
 p.15 Joseph Weitzell – passed - Water & Sewer Advisory Council, Mystic Harbor p.
 p. 15 Richard Jendrek- passed- Water & Sewer Advisory Council, Mystic Harbor p.
 p. 15 Bruce Bums -passed- Water & Sewer Advisory Council, Mystic Harbor
 p. 16 Keith Swanton -Term Ended- Water & Sewer Adv., West Ocean City
 p. 17 Elizabeth Rodier -Term Ended- Commission for Women

District 4 -Elder
 p.12 George Dix – Term Ended – Solid Waste Adv. Bd.
 p.17 Hope Carmean – Term Ended – Comm. For Women

District 5 – Bertino p.6 George Solyak – Term Ending – Ag. Reconciliation Bd.

District 6- Bunting
 p. 9 David Deutsch– Ethics Board
 p. 17 Susan Childs - resigned– Commission For Women

District 7-Mitrecic p.10 Jake Mitrecic – Resigned – Housing Review Bd.

All Commissioners:

- p. 4 - (1)-Adult Public Guardianship Board -** Term Expired -Ms. Wessels.
- p. 7 - (1) -Drug and Alcohol Abuse Council – (1)** (Passing of Dr. Cragway, Jr),
- p. 11 - (2) -Local Development Council For the Ocean Downs Casino-4 yr.-**
 Mark Wittmyer At-Large, David Massey (At-Large-Business O.P.)
- p. 15 - (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. 16- (1)- Water and Sewer Advisory Council-West Ocean City- -Keith Swanton**
- p. 17 - (4 Total) - Commission for Women (3) Resigned** -Elizabeth Rodier, (Fiori) Resignation of Susan Childs (Bunting) and the resignation of Kris Heiser.
- (1) Tenure Ending** - 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>
Connie Wessels	Lay Person	*15-16-19, 19-22 (Term Expired)
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
Dr. Ovais Khalid	Psychiatrist	23-26
Dr. William Greer	Physician	07-10-13-16-19-22-25
Richard Collins	Lawyer	95-16-19-22-25
Nancy Howard	Lay Person	*17-19, 19-22-25

* = 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)
Dr. Kenneth Widra (18-21)

* = 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>Years of Term(s)</u>
	<u>At-Large Members</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

<u>Ex-Officio Members</u>		
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

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 17

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

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

Appointed by: County Commissioners

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

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

Compensation: \$100 per meeting expense allowance

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

Special Provisions: One member nominated by each County Commissioner

Staff Contact: Tourism Department – Melanie Pursel, Director of Tourism 410-632-3110

Current Members:

<u>Member's Name</u>	<u>Nominated By</u>	<u>Resides</u>	<u>Years of Term(s)²</u>
Ruth Waters	D-6, Bunting	Bishopville	19-23
Elena Ake	D-3, Fiori	West Ocean City	*16-20, 20-24 (Released)
Josh Davis	D-5, Bertino	Berlin	*19-21, 21-25
Lauren Taylor	D-7, Mitrecic	Ocean City	13-17-21, 21-25
Kerrie Anne Bunting	D-4, Elder	Snow Hill	21-25
Gregory Purnell	D-2, Purnell	Berlin	14-18-22-26
Nola Tullar	D-1, Abbott	Pocomoke	23-27

Prior Members: Since 1972

Isaac Patterson ¹	Klein Leister (99-03)	Michael Day *19-21
Lenora Robbins ¹	Bill Simmons (99-04)	Barbara Tull (03-23)
Kathy Fisher ¹	Bob Hulburd (99-05)	
Leroy A. Brittingham ¹	Frederick Wise (99-05)	
George “Buzz” Gering ¹	Wayne Benson (05-06)	
Nancy Pridgeon ¹	Jonathan Cook (06-07)	
Marty Batchelor ¹	John Glorioso (04-08)	
John Verrill ¹	David Blazer (05-09)	
Thomas Hood ¹	Ron Pilling (07-11)	
Ruth Reynolds (90-95)	Gary Weber (99-03, 03-11)	
William H. Buchanan (90-95)	Annemarie Dickerson (99-13)	
Jan Quick (90-95)	Diana Purnell (99-14)	
John Verrill (90-95)	Kathy Fisher (11-15)	
Larry Knudsen (95)	Linda Glorioso (08-16)	
Carol Johnsen (99-03)	Teresa Travatello (09-18)	
Jim Nooney (99-03)	Molly Hilligoss (15-18)	
Barry Laws (99-03)	Denise Sawyer (*18-19)	
	Isabel Morris (11-19)	

* = Appointed to fill an unexpired term
 1 = Served on informal ad hoc committee prior to 1990, Committee abolished between 1995-1999
 2 = All members terms reduced by 1-year in 2003 to convert to 4-year terms

Worcester County Commissioners
1 West Market Street, Room 103
Snow Hill, Maryland 21863

July 16, 2023

Dear County Commissioners,

I understand there may be a vacancy on the Worcester County Tourism Advisory Committee from District 3. Karen Hammer of your staff has forwarded information about the Advisory Committee and suggested I submit a letter of interest and a resume for consideration.

I would welcome the opportunity to serve on the committee should an appointment be available. I believe I have some personal experience and local knowledge of the opportunities and potential facing the tourism and hospitality industry here in Worcester County.

In my previous role as Director of Recreation and Parks for Ocean City, I had the opportunity to work closely in developing recreation, parks and tourism experiences here in Worcester County. I have had good working relations with previous County Tourism Directors and County Recreation and Parks Directors. I served as support staff to the Ocean City Tourism Committee where I had the opportunity to work with representatives of the tourism and hospitality industry including OCMRA, Chamber of Commerce and local business leaders.

I have lived in West Ocean City for 25 years and appreciate the benefits and challenges of living and working in a tourist destination community. I believe I may be able to bring some of my experiences and insights into the work of the Worcester County Tourism Advisory Committee. I would be honored to serve the Commissioners and the people of Worcester County.

I am available if you require more information. Thanks for your consideration.

Tom Shuster

A large black rectangular redaction box covering the signature and any handwritten notes or dates that might have been present.

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:

<u>Member's Name</u>	<u>Resides</u>	<u>Years of Term(s)</u>
Martin Kwesko	Mystic Harbour	13-17, 17-21 (Resigned)
Richard Jendrek ^C	Bay Vista I	05-10-14-18, 18-22 (deceased)
Matthew Kraeuter	Ocean Reef	*19-22 Available for Re-app.
Joseph Weitzell ^C	Mystic Harbour	05-11-15-19, 19-23 (deceased)
Bruce Burns	Deer Point	19-23 (deceased)
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 Pinnero ^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)	

^C = Charter member - Initial Terms Staggered in 2005
* = Appointed to fill an unexpired term

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

Reference: County Commissioners' Resolution of November 19, 1993

Appointed by: County Commissioners

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

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

Compensation: \$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)
Hope Carmean	D-4, Elder	Snow Hill	*15-16-19, 19-22
Tamara White	D-1, Nordstrom	Pocomoke City	17-20, 20-23
Kris Heiser	Public Safety – State Attorney Office		21-24 (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
Jocelyn Briddell	At-Large	Berlin	23-26
Coleen Colson	Dept of Social Services		19-22-25
Windy Phillips	Board of Education		19-22-25

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)	

* = Appointed to fill an unexpired term

^c = Charter member

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)	Mary Mumford (*16-22)
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)	

* = Appointed to fill an unexpired term

c = Charter member



Worcester County Administration
One West Market St. Room 1103 | Snow Hill MD 21863 | (410) 632-1194 | www.co.worcester.md.us

TO: The Salisbury Daily Times and The Ocean City Today Group
FROM: Candace Savage, Deputy Chief Administrative Officer
DATE: July 12, 2023
SUBJECT: Worcester County Public Hearing Notice

Please print the attached Public Hearing Notice in The Salisbury Daily Times and Ocean City Digest/Ocean City Today on July 27, 2023 and August 3, 2023. Thank you.

NOTICE OF PUBLIC HEARING
ON THE PROGRESS OF
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAMS
WORCESTER COUNTY, MARYLAND

The County Commissioners of Worcester County, Maryland will conduct a Public Hearing to provide information on the progress of Housing Rehabilitation Grant MD-23-CD-25, which was funded under the Maryland Community Development Block Grant Program; a federally funded program designed to assist governments with activities directed toward neighborhood and housing revitalization, economic development, and improved community facilities and services. The hearing will be held on:

TUESDAY, August 15, 2023
AT 10:30 A.M.
IN THE COUNTY COMMISSIONERS' MEETING ROOM
ROOM 1101 – GOVERNMENT CENTER – ONE WEST MARKET STREET
SNOW HILL, MARYLAND 21863

The purpose of the Public Hearing is to assess the program progress on the following CDBG grant received from the State of Maryland:

Worcester County received a CDBG grant in the amount of \$300,000 in August 2022 for the rehabilitation of 18 owner occupied homes; total household income must be in the low to moderate income category, classified as less than 80% of the County median income. To date, \$265,148.66 of the combined CDBG grant and program income funding has been committed. The current CDBG grant term will end on July 31, 2024. Efforts will be made to accommodate the disabled and non-English speaking residents with 3 business days advance notice to Candace Savage, Deputy Chief Administrative Officer at 410-632-1194.

WORCESTER COUNTY COMMISSIONERS

APPROVED

WSY 07/18/23



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: Weston Young
CC: File
From: Davida Washington
Date: 7/11/2023
Re: Request for Public Hearing

To fulfill the CDBG Program requirements, the County needs to hold a second public hearing to report on the progress to date on Worcester's current Housing Rehabilitation Grant, MD-23-CD-25. Please publicize our intent to hold a hearing on August 15, 2023. This will allow sufficient time for the minimum 3-week advertising period and ensure we have satisfied the 2nd hearing requirement well before the current grant deadline date of July 31, 2024. I have attached the information I plan to present at the hearing.



DEPARTMENT OF
DEVELOPMENT REVIEW AND PERMITTING

Worcester County

GOVERNMENT CENTER
ONE WEST MARKET STREET, ROOM 1201
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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: 7/11/2023
Re: Public Hearing #2 for Housing Rehabilitation Grant MD-23-CD-25-August 15, 2023

This is an update as of June 30, 2023, for the Commissioners on the status of the County's current CDBG Housing Rehabilitation Grant, MD-23-CD-25

Worcester County was awarded the aforementioned grant in August 2022 in the amount of \$300,000 for the rehabilitation of 18 owner occupied homes. All households served must in the low to moderate income category, classified as less than 80% of the County median income. Following the successful completion of the Environmental Record Review process, the release of funds allowing grant expenditures to begin was approved and issued by the State on October 6, 2022. Additionally, program income in the amount of \$4,425.00 was received in February of 2023 as a result of a pay-off on a grant from 2010 due to property transfer. The program income has now been fully expanded per program requirements.

To date, \$265,148.66 of the combined CDBG grant and program income funding has been committed and supplemental funding in the amount of \$107,443.00 has been obtained from the Special Loans and Grants Program. Shore Up is collaborating with us on 6 projects estimated costs they will cover will be \$80,000. The project statuses are as the following: 6 projects are complete, 5 are under construction, 5 are in the contractor selection process, and 5 will be reviewed by the Housing Review Board at the end of this month.

The current CDBG grant term will end on July 31, 2024. All program funding must be expended by this date; project activities, however, are permitted to continue past the financial deadline.



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: August 9, 2023
SUBJECT: Football Scoreboard

Our Department received a request from Tony Morris of Pop Warner Football, in regards to accepting the donation of the Stephen Decatur High School scoreboard. The scoreboard would be reinstalled at the football field at Northern Worcester Athletic Complex for the Pop Warner program to utilize for their home games.

Relocation and installation of the scoreboard is estimated to be \$17,500 not including electrical work. In further discussion with Tony Morris, he has indicated that they have someone to move and set-up the scoreboard and has a location to store it until it can be installed. He is asking for the county to cover the cost of the concrete. Additional costs to the county will include electrical work and future maintenance (painting).

Our Department does not have these expenses/funds budgeted for within our FY24 budgets.

cc: Jacob Stephens, Parks Superintendent
Lisa Gebhardt, Recreation Facility Superintendent