

AGENDA

WORCESTER COUNTY COMMISSIONERS

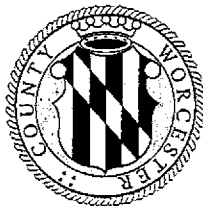
Worcester County Government Center, Room 1101, One West Market Street, Snow Hill, Maryland 21863

April 3, 2018

- | | <u>Item #</u> |
|--|---------------|
| 9:30 AM - Meet in Commissioners' Conference Room - Room 1103 Government Center, One West Market Street, Snow Hill, Maryland - Vote to Meet In Closed Session | |
| 9:31 - Closed Session: Discussion regarding hiring two Plant Operator Trainees for the Water and Wastewater Division of Public Works; receiving legal advice from Counsel; and performing administrative functions | |
| 10:00 - Call to Order, Prayer (Arlene Page), Pledge of Allegiance | |
| 10:01 - Report on Closed Session; Review and Approval of Minutes | |
| 10:05 - Proclamation for April as Fair Housing Month | 1 |
| 10:10 - Sarah Rayne - Coastal Association of Realtors: Worcester County Real Estate Report | 2 |
| 10:20 - | |
| 10:30 - Chief Administrative Officer: Administrative Matters | 3-21 |
| ("On Behalf Of" Bond Transfer Program; Rural Legacy Easement Lane Relocation Request - Glad Mar; Requests for Allocation of Mystic Harbour Sewer EDUs - Eugene Parker Trust Property, and L&B Ocean City LLC Properties; Bid Specifications for Cab Tractor Farm Type Off Road for Solid Waste; Maryland Recycling Act Tonnage Report for 2017; Award of Bid for Chip Seal Surfacing of County Roadways - Spring 2018; Review of Crack Seal Bid for Bridges; Alternate Crack Seal Project Proposal; Procurement of Pipe for Roads Division; Proposal for Engineering Services - Bayside Road Bridge Replacement; Award of Bid for West Ocean City Sewer Cleaning and Inspection Services; Amendment to Engineering Services Contract for Mystic Harbour Effluent Disposal Project; Design Proposal for Recreation Center Fitness Arena HVAC; Proposal for Bidding of Ocean Pines Branch Library Renovation Project; Proposed Sectional Rezoning of MD Route 589 South of Turville Creek; Pending Board Appointments; Authorizing Notice of Public Hearing for FY19 Requested Operating Budget, and Constant Yield Advertisement; and potentially other administrative matters) | |
| 10:40 - | |
| 10:50 - | |
| 11:00 - | |
| 11:10 - | |
| 11:20 - | |
| 11:30 - | |
| 11:40 - | |
| 11:50 - | |
| 12:00 - Questions from the Press | |
| Lunch | |
| 1:00 PM - Budget Work Session - Review of FY19 Requested Budgets with Agencies and Departments - Board of Education; Recreation and Parks; Tourism; Environmental Programs; Health Department; Jail; Elections Board; Commission on Aging; Development Review & Permitting | |
| 1:10 - | |
| 1:20 - | |
| 1:30 - | |

AGENDAS ARE SUBJECT TO CHANGE UNTIL THE TIME OF CONVENING

Hearing Assistance Units Available - see Kelly Shannahan, Asst. CAO.
Please be thoughtful and considerate of others.
Silence your cell phones & other noise makers during the meeting!



1

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

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

OFFICE OF THE
COUNTY COMMISSIONERS

Worcester County

GOVERNMENT CENTER
ONE WEST MARKET STREET • ROOM 1103

SNOW HILL, MARYLAND

21863-1195

PROCLAMATION

WHEREAS, this April we celebrate the passage of the Fair Housing Act of 1968, which eliminates housing discrimination, and promotes economic opportunity and diverse communities through public understanding, and we affirm equal housing opportunities for all; and

WHEREAS, we fully endorse the practice and policy of fair housing, recognizing that inclusive communities are vibrant communities that provide residents of all backgrounds with access to quality schools, and increased opportunities for self-sufficiency and economic growth.

NOW, THEREFORE, we the County Commissioners of Worcester County do hereby proclaim April as **Fair Housing Month** in Worcester County and diligently stress adherence to the principal of freedom of choice in housing, which is both a right and a responsibility under the law.

Executed under the Seal of the County of Worcester, State of Maryland, this 3rd day of April, in the Year of Our Lord Two Thousand and Eighteen.

Diana Purnell, President

Theodore J. Elder, Vice President

Anthony W. Bertino, Jr.

Madison J. Bunting, Jr.

James C. Church

Merrill W. Lockfaw, Jr.

Joseph M. Mitrecic



Local • Accurate • Trusted

Worcester County's Real Estate Market
Worcester County Commissioners
April 3, 2018

2

Tri-County - Somerset, Wicomico, Worcester, MD
STATE OF THE REAL ESTATE MARKET



LOCAL
ACCURATE
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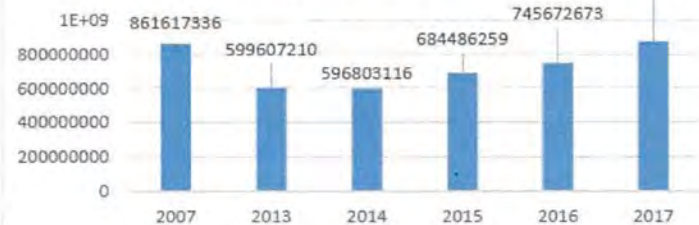
Active Listings



New Contracts



Volume Sold



Data is derived from the Multiple Listing Service owned by the Coastal Association of REALTORS®.

New Listings



Homes Sold



Average Sale Prices



WORCESTER COUNTY, MARYLAND STATE OF THE REAL ESTATE MARKET

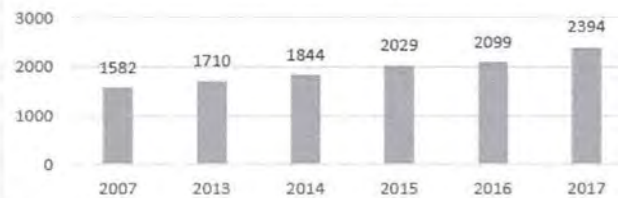


LOCAL
ACCURATE
TRUSTED

Active Listings



New Contracts

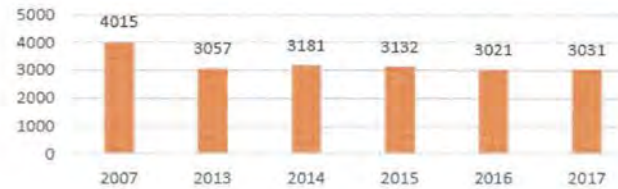


Volume Sold



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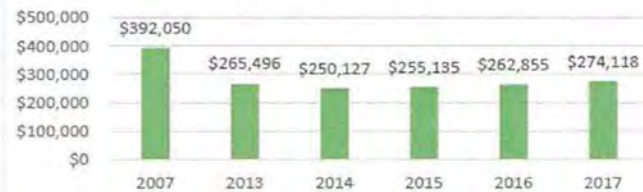
New Listings



Homes Sold



Average Sale Prices



BERLIN, MARYLAND STATE OF THE REAL ESTATE MARKET



LOCAL
ACCURATE
TRUSTED

Active Listings



New Contracts

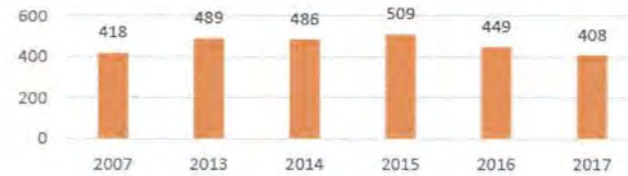


Volume Sold



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New Listings



Homes Sold



Average Sale Prices



OCEAN CITY, MARYLAND STATE OF THE REAL ESTATE MARKET



LOCAL
ACCURATE
TRUSTED



Data is derived from the Multiple Listing Service owned by the Coastal Association of REALTORS®.



OCEAN PINES, MARYLAND STATE OF THE REAL ESTATE MARKET



LOCAL
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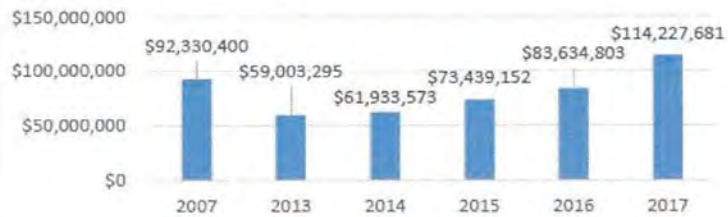
Active Listings



New Contracts



Volume Sold

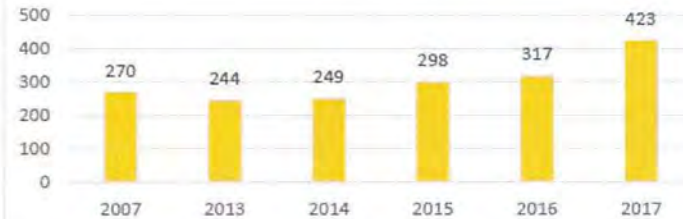


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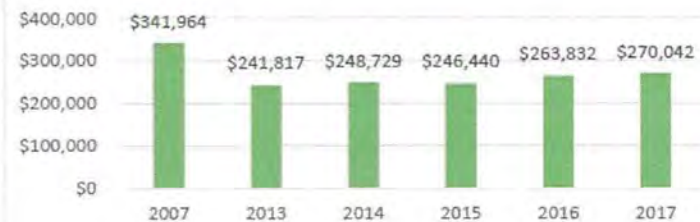
New Listings



Homes Sold



Average Sale Prices

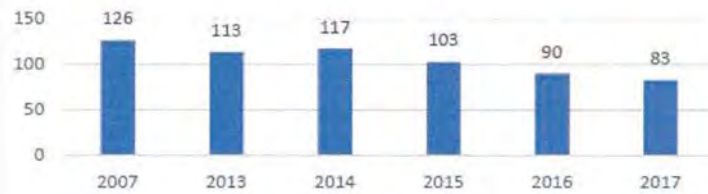


SNOW HILL, MARYLAND STATE OF THE REAL ESTATE MARKET

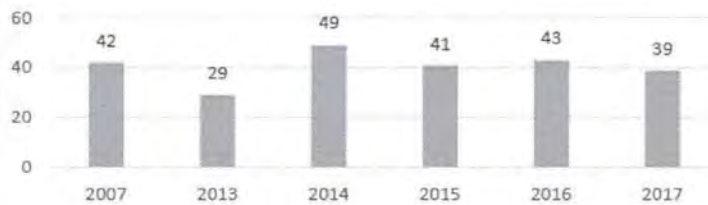


LOCAL
ACCURATE
TRUSTED

Active Listings



New Contracts



Volume Sold

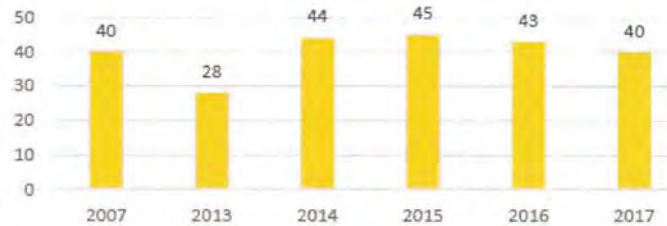


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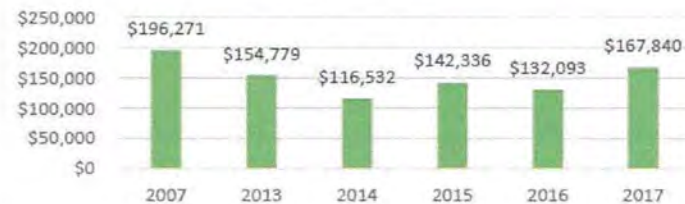
New Listings



Homes Sold



Average Sale Prices



POCOMOKE CITY, MARYLAND STATE OF THE REAL ESTATE MARKET



LOCAL
ACCURATE
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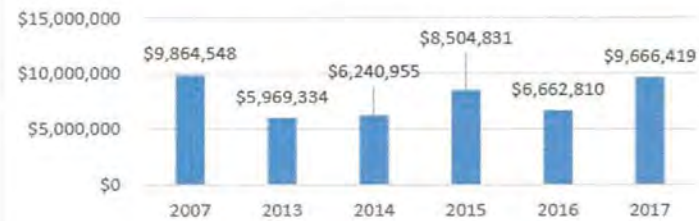
Active Listings



New Contracts

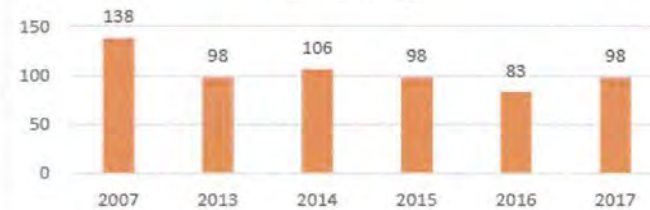


Volume Sold



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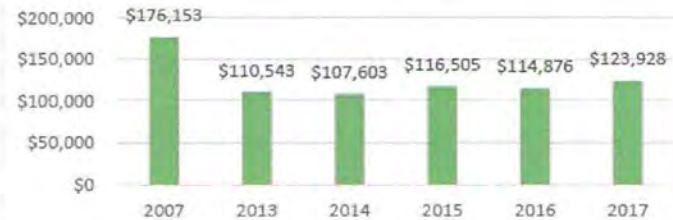
New Listings



Homes Sold



Average Sale Prices



Questions



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

3

ZONING DIVISION
BUILDING DIVISION
PLANNING DIVISION
ADMINISTRATIVE DIVISION

CUSTOMER SERVICE DIVISION
TECHNICAL SERVICES DIVISION
NATURAL RESOURCES DIVISION
ENVIRONMENTAL PROGRAMS DIVISION

Memorandum

To: Worcester County Commissioners
CC: File
From: Jo Ellen Bynum 
Date: 3/27/2018
Re: On Behalf Of Program

At this time, the Maryland Department of Housing & Community Development is requesting Worcester County's continued participation in the "On Behalf Of" Bond Transfer Program. The transfer of the Maryland Mortgage Program and Maryland HomeCredit Program bond allocation to the State is routinely done by local jurisdictions to avoid the costly and time-consuming process of issuing bonds at the local level. Worcester has consistently participated in this program, transferring 100% of the allocation to the Maryland Mortgage Program. Worcester County's Housing Bond allocation for 2018 is \$1,833,850.

There are two programs encompassed by this bond allocation, the Maryland Mortgage Program and the Maryland HomeCredit Program. The CDA's Maryland Mortgage Program provides low interest loans to first time homebuyers and to those homebuyers who have not owned their principal residence within the last three years. There are two exceptions to the first-time homebuyer rule. If the home purchase is to be within a targeted area, the program participant need not be a first-time homebuyer; however, currently, there are no targeted areas within Worcester County. Honorable discharged veterans are also exempted from the first-time homebuyer rule; this exemption may only be used for one home purchase.

The Maryland HomeCredit Program provides a federal tax credit of 25% of the borrower's annual mortgage interest payment, up to a maximum credit of \$2,000 in any single year. To qualify for this program, applicants must be purchasing a home in Maryland and must meet borrowing criteria that include:

- the same income and home purchase limits as for the Maryland Mortgage Program

- the borrower cannot have owned a home within the past 3 years unless purchasing in a target area or if the borrower is a qualified veteran
- the home must be the borrower's primary residence. This program is not available for refinances or existing homeowners.

I recommend the Commissioners approval of the bond transfer. To complete the transfer, the enclosed letter must be printed on Commissioner letterhead, signed by President Diana Purnell, and returned to my office for forwarding to the State.



OFFICE OF THE
COUNTY COMMISSIONERS

Worcester County

GOVERNMENT CENTER
ONE WEST MARKET STREET • ROOM 1103

SNOW HILL, MARYLAND

21863-1195

April 3, 2018

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

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

DRAFT

Maddy Ciulu, Deputy Director
Single Family Housing
Community Development Administration
Department of Housing & Community Development
7800 Harkins Road, Room 372
Lanham, MD 20706

Dear Ms. Ciulu:

Pursuant to Sections 13-801 through 13-807 of the Financial Institutions Article of the Maryland Annotated Code, Worcester County hereby irrevocably transfers to the Community Development Administration, for use in issuing housing bonds or mortgage credit certificates on behalf of this jurisdiction, \$1,833,850 of its total \$1,833,850 tax-exempt housing bond allocation as set forth in 2018 allocation of the Maryland State Ceiling made by the Secretary of Commerce pursuant to the Article.

Very truly yours,

Diana Purnell, President

Certificate of Counsel

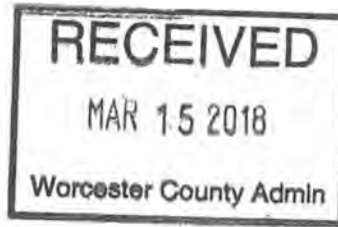
This transfer of a tax-exempt bond allocation is duly authorized and executed and constitutes the valid, binding and irrevocable act of Worcester County.

Maureen F.L. Howarth, County Attorney
Attorney for: Worcester County

Attachment: Statement of Conditions



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



March 9, 2018

Copy: SD Ellen Bynum ✓
For review and
recommendation
FYI - Kim Reynolds ✓

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

The Department of Housing and Community Development (“The Department”) has implemented a change to the timing for the Annual Housing Bond Allocation Process. Local governments are being notified earlier in the year to provide ample time to review the allocation and determine what portion they are transferring back to the Department. This change will eliminate the rush during late July/early August from previous years allowing local governments’ sufficient time to plan and review.

The Department invites Worcester County to transfer its 2018 housing bond allocation to the Department. By doing this, the Department utilizes local government housing bond allocations to issue bonds to fund housing programs or to issue mortgage credit certificates. The allocation represents the amount of volume cap authority that would have been available to the local government should it choose to issue the bonds itself in order to raise capital for mortgage loans. In prior years, the annual housing bond allocation has been an extremely powerful and successful tool in creating affordable housing opportunities.

The housing bond allocation for your jurisdiction is \$1,833,850. In order for the Department to utilize the housing bond allocation for your jurisdiction, you must transfer your allocation to the Department in writing on or before May 1, 2018. Attachment I is a form letter to be prepared on your letterhead authorizing the transfer of bond allocation to the Department. If Worcester County elects not to transfer their 2018 housing bond allocation to the Department please complete Attachment II.

We ask your cooperation in transferring your 2018 bond authority to the Department. Attachments I or II must be prepared on your letterhead and be returned no later than May 1, 2018 to the following address:





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

Maryland Department of Housing and Community Development

7800 Harkins Road,

Lanham, Maryland 20706

Attn: Karl Metzgar, CDA/Single Family Housing, ROOM 360

Included, for informational purposes only is Attachment III - Maryland Mortgage Program Purchase Activity for FY 2015, 2016, 2017 and 2018, as of December 31, 2017.

We look forward to your continued support of home ownership opportunities for residents of your County. Should you have any questions or need additional information, please contact Karl Metzgar at 301-429-7826 or by email at karl.metzgar@maryland.gov.

Thank you.

Sincerely,

Maddy Ciulu

Maddy Ciulu, Director
Single Family Housing

Enclosures:	Attachment I	Form Letter for Transfer of Allocation
	Attachment II	Form Letter Electing Not to Transfer Allocation
	Attachment III	Maryland Mortgage Program Purchase Activity for FY 2015, 2016, 2017 and 2018, as of December, 31 2017.

CC: Kristen Musallam, Deputy Director, Community Development Administration



MARYLAND MORTGAGE PROGRAM

PURCHASE ACTIVITY

FOR

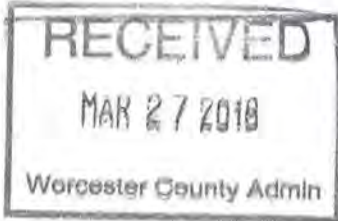
WORCESTER COUNTY

Fiscal Year	Regular MMP		Bond portion of HIDP ¹ loan	
	#	Loan Amount	#	Loan Amount
2015	14	\$2,054,602	0	\$0
2016	18	\$2,826,988	0	\$0
2017	11	\$1,676,375	0	\$0
2018	8	\$1,207,416	0	\$0

¹ The Homeownership for Individuals with Disabilities Program (HIDP) blends bond funds with State Funds



4



Worcester County
Department of Environmental Programs

Memorandum

To: Harold L. Higgins, Chief Administrative Officer

From: Robert J. Mitchell, LEHS 
Director, Environmental Programs

Subject: Request for Approval – Rural Legacy Easement
Lane Relocation
Chesapeake Bay Land Company – Tax Map 69 Parcel 31

Date: March 26, 2018

At their meeting on February 17, 2017, the County Commissioners approved a residence relocation away from the farm field for the above referenced property. Along with that approved residence relocation, the owner was limited to 20,000 sqft of tree removal. The owners are now back before us for an approval of a lane relocation. Since the property is protected by a Rural Legacy easement, the County would need to approve of this relocation.

The deed of easement allows for a relocation of the lane with the approval of the Grantees as described in the attached memo from Ms. Munson. The approval is subject to whether or not the Grantees concur with the assessment that the proposed lane relocation conforms with the conservation values as described in the deed of easement. We have attached a site plan detailing the proposed lane relocation and the return to production of the existing lane. The owners also have an issue to contend with regarding the maximum tree removal limit.

After consulting with the County Attorney on these matters, we have the following requests to the County Commissioners:

1. Staff would respectfully recommend approval of the lane relocation. As the attached drawing demonstrates, the lane relocation is in keeping with the conservation values described in the easement. This is a like-for-like exchange of the land and a return of the former lane to crop production.
2. As the forestry issue is a routine one extending into primarily administrative matters, we would respectfully request if the County Commissioners wish to have any regulatory or enforcement matters regarding easements like this one brought before them for their input or would they allow staff to handle these issues with County Administration and the County Attorney?

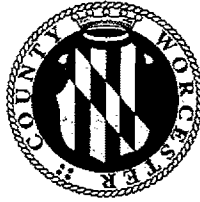
Citizens and Government Working Together

All construction here will need to conform to all relevant regulatory programs as well as the conservation easement. This request to handle these matters administratively relieves the Board of the smaller details regarding staff interaction with similar owners of properties encumbered with conservation easements in their compliance with the regulatory requirements on their lands.

Both Ms. Munson and I will be available to discuss this matter with you and the County Commissioners at your convenience.

Attachments

cc: Maureen Howarth
David Bradford
Katherine Munson



DEPARTMENT OF
ENVIRONMENTAL PROGRAMS

Worcester County

GOVERNMENT CENTER
ONE WEST MARKET STREET, ROOM 1306
SNOW HILL, MARYLAND 21863
TEL: 410.632.1220 / FAX: 410.632.2012

AGRICULTURAL PRESERVATION
CONSERVATION PROGRAM
WATER & SEWER PLANNING
SHORELINE COMMISSION

WELL & SEPTIC
NATURAL RESOURCES
PLUMBING & GAS
COMMUNITY HYGIENE

Memorandum

TO: Robert Mitchell, Director

FROM: Katherine Munson, Planner IV *KM*

SUBJECT: Dividing Creek Rural Legacy Easement; TM 69, Parcel 31; Lane Relocation Request

DATE: March 20, 2018

Attached please find this landowner's request to relocate the lane on this property protected by a Rural Legacy easement which is held jointly by the county and the Lower Shore Land Trust. A map showing the proposed relocation is also attached.

This Dividing Creek Rural Legacy conservation easement was granted to Worcester County and Lower Shore Land Trust on February 4, 2011 by GLAD MAR Dairy Land Company, Inc (it subsequently transferred to Chesapeake Bay Land Company, LLC). The conservation easement was funded with federal (Farm and Ranchland Protection Program) and state (Rural Legacy) funds. The easement restricts the 134.44 acres to one non-subdividable homesite; the rest of the property is required by the Deed of Easement to remain in agricultural and natural resource use. The residence on the property is currently located near the road (see aerial image).

The county commissioners previously (February 2017) approved relocating a new residence to a more protected location just within the woodland (see aerial image). The new residence would be accessed from an existing farm lane. The existing residence will be demolished and the area used for agricultural purposes.

The Deed of Easement (attached) allows for re-location of a lane, with approval by the Grantees (Worcester County and Lower Shore Land Trust; USDA is a third party beneficiary). The

approval must be granted or denied based on the Grantees' opinion as to whether or not the proposed location conforms with the conservation values described in the Deed of Easement.

The lane relocation proposal is being reviewed by staff overseeing forestry and stormwater management. The construction will adhere to all relevant regulatory programs.

The Lower Shore Land Trust (LSLT) Stewardship Committee is in the process of reviewing the proposal. Following review by the county and LSLT the proposal will be reviewed by USDA.

It is our opinion that this proposal, as described, is consistent with the conservation values described in the Deed of Easement and should be approved. The re-location of the lane will have no impact on existing natural resources or scenic value and returning the existing lane to agriculture will increase the area under production.

Thank you for your attention to this matter. I am available to discuss this further as required.

March 13, 2018

County Commissioners of Worcester County
Worcester County Government Center
1 W. Market St. Room 1103
Snow Hill, MD 21863

RE: Dividing Creek Rural Legacy Conservation Easement, TM 69, P 31

Dear County Commissioners of Worcester County:

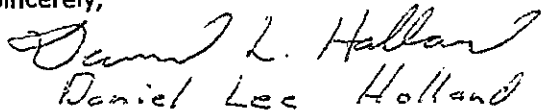
We are writing to request relocation of the lane on our property (3847 Whitesburg Road; Tax Map 69, Parcel 31, 134.44 acres) encumbered by a Dividing Creek Rural Legacy/FRPP conservation easement. Last year you approved our replacement of our residence with a new residence to be located in a protected location at the edge of the woods. The existing residence will be demolished and that area returned to agricultural use. We had initially planned to use an existing farm lane (remaining unpaved) to access the new residence.

Our experience this year with the current lane has lead us to determine that it would be best to abandon this lane and return it to agricultural use. We feel it will be easier to maintain access in this more protected location, and access will interfere less with the agricultural use of the property.

It is our belief that this relocation will not result in any deleterious impact to the property's agricultural or natural resource value.

Thank you for considering our request.

Sincerely,

Handwritten signature of Daniel Lee Holland in cursive script.

Daniel Lee Holland
President, Chesapeake Bay Land Company, LLC

cc: Lower Shore Land Trust

Bays Program (MCBP) Science and Technical Advisory Committee, and additional time is needed to review specific technical issues and receive needed feedback to complete a final draft, seek public feedback on the plan, and ultimately to seek approval by the County Commissioners.

Pursuant to the request of Mr. Mitchell and upon a motion by Commissioner Purnell, the Commissioners unanimously approved the request from Dan and Laura Holland, owners of Chesapeake Bay Land Company, LLC, to relocate the existing residence at 3847 Whitesburg Road and identified on Tax Map 69 as Parcel 31, a 134.44-acre farm encumbered by a Dividing Creek Rural Legacy Area (RLA) conservation easement. Mr. Mitchell stated that the Deed of Easement restricts the property to one, non-subdividable homestead; therefore, approval by the Lower Shore Land Trust (LSLT) and the County is needed for the Hollands to relocate their home elsewhere on the property. He stated that the LSLT supports the request.

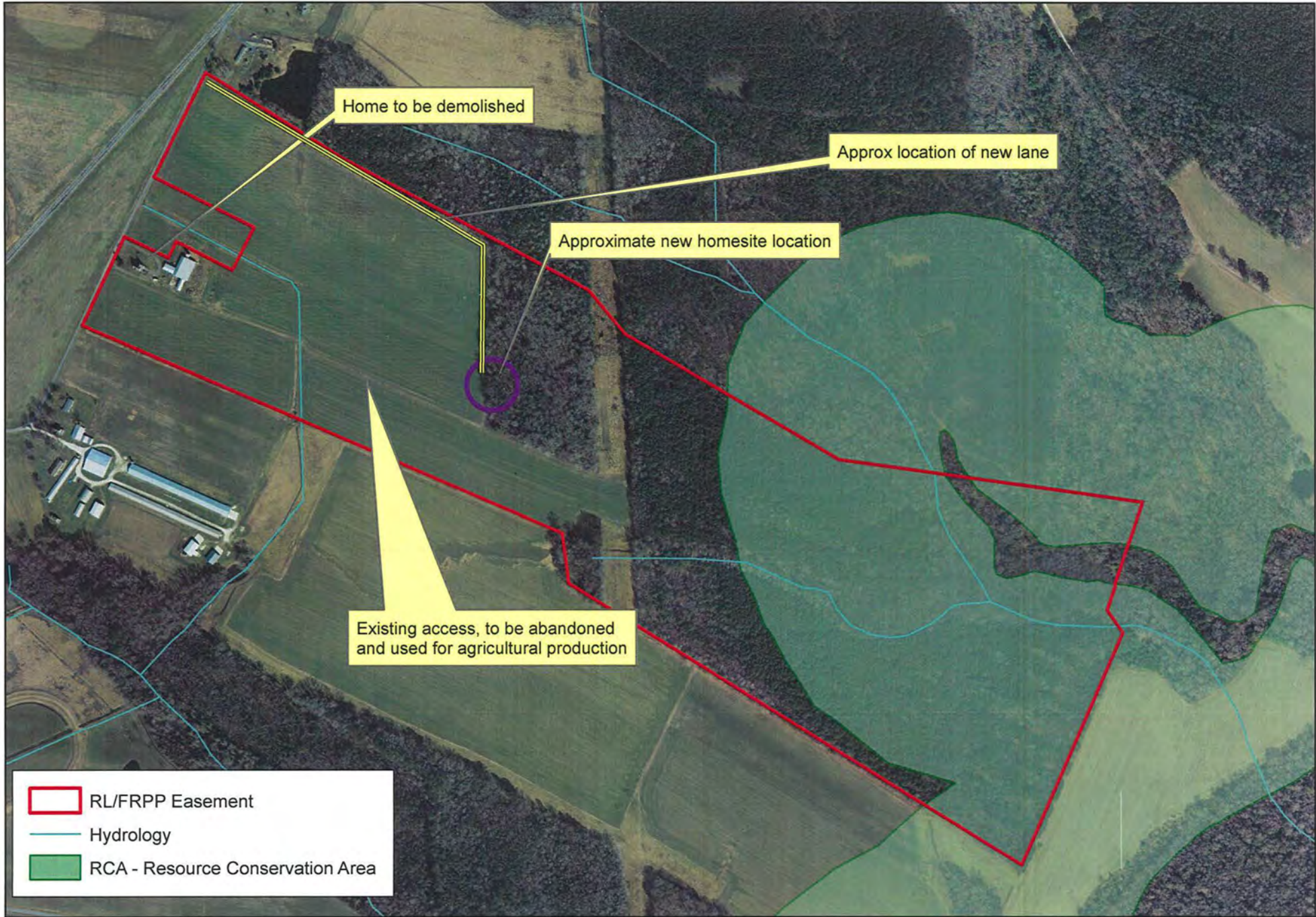
The Commissioners met with Environmental Programs Director Bob Mitchell to review the letter from the County to Kumar P. Barve, Chair of the Maryland House Environment and Transportation Committee, opposing House Bill 599 - Forest Conservation Act - Exemption, Reforestation Rate, and Forest Conservation Fund - Alterations because it makes three alterations to Maryland's Forest Conservation Act (FCA) that will be impractical to implement and are unnecessary, since the State's canopy cover goals are currently being met. These changes include increasing the minimum reforestation rate from 1/4 acre replaced to one acre replaced for every acre removed, limiting existing exemptions under the FCA to one acre limits for clearing of public utility rights-of-way; and authorizing the Department of Natural Resources (DNR) or a local jurisdiction to increase their fee-in-lieu rates.

The Commissioners reviewed and considered a letter from Merrill W. Lockfaw, Jr., Worcester County Commissioner and Chair of the Tri-County Council (TCC) for the Lower Eastern Shore, requesting the Commissioners consider and prioritize regional goals that the TCC can implement in 2017. Mr. Higgins explained that current programs under consideration include a regional revolving loan fund and regional marketing. The Commissioners agreed that they had no additional proposed programs to add.

Pursuant to the request of Assistant Chief Administrative Officer Kelly Shannahan, on behalf of the Department of Liquor Control Management Committee, and upon a motion by Commissioner Bertino, the Commissioners unanimously approved the Request for Proposals (RFP) to sell the County-owned Shore Spirits Retail Liquor Store in Pocomoke City, as part of an exit strategy to discontinue retail liquor store operations by June 30, 2017. Mr. Shannahan advised that the County successfully discontinued wholesale operations by September 30, 2016, as directed by the County Commissioners, and is on track to wind up retail operations by June 30, 2017.

The Commissioners reviewed and discussed various board appointments.

Upon a nomination by Commissioner Purnell, the Commissioners unanimously agreed to appoint Mary White to the Social Services Board for the remainder of a three-year term expiring June 30, 2019 to replace Judy Stinebiser who resigned.



GladMar Dairy Land Co., Inc
 Tax Map 69, Parcel 31
 Approximate FRPP Easement Area 134.44 acres

DEED OF CONSERVATION EASEMENT

THIS DEED OF CONSERVATION EASEMENT ("Conservation Easement") is made this 4th day of February, 2011, by and between GLADMAR DAIRY LAND COMPANY, INC., having an address at 4042 Whitesburg Road, Pocomoke City, Maryland 21851-3526 ("Grantor") and the COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, Worcester County Government Center, Room 1103, 1 West Market Street, Snow Hill, MD 21863, the LOWER SHORE LAND TRUST, INC., a Maryland not-for-profit corporation, 9931 Old Ocean City Road, Berlin, Maryland (collectively, "Grantees"), and the United States of America ("United States"), acting by and through the United States Department of Agriculture ("USDA"), Natural Resources Conservation Service ("NRCS") on behalf of the Commodity Credit Corporation as its interest appears herein. The Grantees and the Grantor are hereinafter referred to as the "Parties".

WITNESSETH

FILED
FEB - 8 A
STEPHEN V. HALL
CLK. CT. CT.
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P.O. Box 283
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WHEREAS, in 1997 the Maryland General Assembly enacted Title 5, Subtitle 9A, Natural Resources Article, Annotated Code of Maryland, establishing a Rural Legacy Board and a Rural Legacy Program to counteract the effects of sprawl development and other modifications to the landscape in Maryland and to enhance natural resource, agricultural, forestry, and environmental protection while maintaining the viability of resource-based land usage and proper management of tillable and wooded areas through accepted agricultural and silvicultural practices for farm production and timber harvests. Protection is provided through the acquisition of easements and fee estates from willing landowners, and the supporting activities of Rural Legacy Sponsors and local governments;

WHEREAS the County Commissioners of Worcester County is the duly constituted local government of Worcester County, Maryland;

WHEREAS the Lower Shore Land Trust, Inc. is a not-for-profit tax exempt organization within the meaning of Section 501(c)(3) of the Internal Revenue Code, is a qualified organization within the meaning of Section 170(h)(3) of the Internal Revenue Code, and is established to promote the preservation and protection of natural resources of Maryland's Somerset, Wicomico and Worcester Counties;

WHEREAS the United States of America, acting by and through the Commodity Credit Corporation (CCC), for the implementation of the Farm and Ranch Lands Protection Program, 16 USC 3838h and 3838i, has contributed funds for the acquisition of this Conservation Easement in order to protect agricultural soils from conversion to non-agricultural uses;

WHEREAS, the Dividing Creek Rural Legacy Area and Plan were approved by the Maryland Rural Legacy Board in 2007 to preserve agricultural and natural resources in the Dividing Creek Rural Legacy Focus Area;

WHEREAS, Grantor owns in fee simple 134.44 acres of certain real property (the "Property") situate, lying and being in Worcester County, Maryland, and more particularly described in Exhibit A attached hereto, which was conveyed to Grantor by Glad-Mar Farms, Inc. by Deed dated January, 30, 1997 and recorded among the Land Records of Worcester County,

Maryland in Liber 2354, Folio 132. The Property is located at 3847 Dividing Creek Road, Pocomoke City, Maryland 21851, Worcester County Tax Map 69, Grid 22, Parcel 31;

WHEREAS, Grantor is willing to grant a perpetual Conservation Easement over the Property, thereby restricting and limiting the use of the Property as hereinafter provided in this Conservation Easement for the purposes hereinafter set forth, and Grantees are willing to accept such Conservation Easement;

WHEREAS Grantor and Grantees recognize the open-space, agricultural conservation value of the Property in its present state, as a natural and rural area that has not been subject to development, and have identified significant conservation features in Exhibit B attached hereto;

WHEREAS, the Property consists primarily of productive agricultural land, and contains 59.2 acres of open farmland, of which 56.6 acres, or 95%, of the soils have been classified as prime farmland by the Natural Resources Conservation Service, U.S. Department of Agriculture;

WHEREAS there is a Cooperative Agreement between the United States of America Commodity Credit Corporation ("CCC") and the Lower Shore Land Trust, Inc. for the Farm and Ranch Land Protection Program and the CCC has agreed to pay not more than One Hundred Fifty Seven, Five Hundred Dollars (\$157,500.00) to the Grantor for this Conservation Easement.

WHEREAS, the Rural Legacy Board established in the Department of Natural Resources has been authorized under Title 5, Subtitle 9A, Natural Resources Article of the Annotated Code of Maryland, to provide grants to Sponsors of Rural Legacy Areas to acquire conservation easements in designated Rural Legacy Areas, and has agreed, with the approval of the Maryland Board of Public Works, to pay the sum of One Hundred Sixty Five Thousand, Eight Hundred Twenty-Eight Dollars (\$165,828.00) to Grantor as partial monetary consideration for granting this Conservation Easement.

NOW, THEREFORE, in consideration of Three Hundred Twenty Three Thousand, Three Hundred Twenty Eight Dollars (\$323,328.00), the facts stated in the above paragraphs and the covenants, terms, conditions and restrictions (the "Terms") hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged by the parties, Grantor unconditionally and irrevocably hereby grants and conveys unto Grantees, their successors and assigns, forever and in perpetuity a Conservation Easement of the nature and character and to the extent hereinafter set forth, with respect to the Property;

The purpose of this Conservation Easement is to maintain the significant conservation values, including the significant conservation features identified in Exhibit B and the dominant scenic, rural, agricultural, woodland and wetland characteristics of the Property, and to prevent the use or development of the Property for any purpose or in any manner that would conflict with these features and characteristics and the maintenance of the Property in its open-space condition.

ARTICLE I. DURATION OF EASEMENT

This Conservation Easement shall be perpetual. It is an easement in gross and as such is inheritable and assignable in accordance with Article VI and runs with the land as an incorporeal interest in the Property, enforceable with respect to the Property by Grantees against Grantor and its personal representatives, heirs, successors and assigns.

ARTICLE II. PROHIBITED AND RESTRICTED ACTIVITIES

A. Industrial or Commercial Activities on the Property

Activities other than Agriculture (as that term is defined below) and residential uses are prohibited on the Property, except (1) for small-scale commercial activities within structures used as residences (for example, a professional office or an at-home day care); (2) for small-scale commercial activities related to Agriculture within structures used for Agriculture (for example, a farm machine repair shop or a seed and mineral shop); and (3) the sale to the public of Agricultural products produced on the Property. Any commercial recreation not prohibited by the preceding sentence shall be limited to a de minimis amount.

Notwithstanding the above terms, the following are also permitted:

- (1) the operation of a bed and breakfast inn within the one (1) permitted residential structure (if permitted by local zoning laws). For purposes of this Conservation Easement, the term "bed and breakfast inn" shall mean the renting of rooms for the overnight stay of guests and;
- (2) the establishment of a wholesale tree nursery on the Property.
- (3) the operation of an agrotourism business (if permitted by local zoning laws) including an associated office building with a footprint not to exceed one thousand and five hundred (1,500) square feet and a parking area comprised of crushed rock, grass or other pervious material not to exceed fifteen thousand (15,000) square feet in area or the minimum area necessary to meet local zoning requirements for parking, whichever is larger. For purposes of this Conservation Easement, the term "agrotourism" shall mean the engagement of tourists in farm activities including but not limited to animal and crop care and harvest, handicrafts, and use of farm equipment to educate the public about methods of agricultural production and management.

"Agriculture" (or "Agricultural" as the context requires) means all methods of production and management of livestock, crops, trees and other vegetation, as well as aquaculture. This includes the related activities of tillage, fertilization, pest control and harvesting as well as the feeding, housing, training and maintaining of animals such as cows, sheep, goats, hogs, horses and poultry.

Grantor reserves the right to conduct non-commercial undeveloped hunting, trapping and fishing activities on the Property as long as such activities are carried out in a manner consistent with the purposes of this Easement.

B. Construction and Improvements

Buildings, means of access and other structures are prohibited on the Property, except the following, which include the existing structures listed in Exhibit C:

- (1) One (1) primary residence;
- (2) non-residential structures designed, constructed and utilized for the purpose of serving the primary residence(s) (for example, garage, well house, swimming pool, and pier);
- (3) non-residential structures designed, constructed and utilized in connection with the Agricultural uses of the Property;
- (4) means of access to all permitted uses and structures as may be reasonably necessary and consistent with the purposes of this Conservation Easement, and which to the extent practicable shall minimize the use of impervious surfaces and utilize existing means of access.

The primary residence shall only be used for the purpose of a single-family dwelling unit (but which may be used as a bed and breakfast inn). The total number of residential structures (including for example, but not limited to, principal residences, guest houses, tenant houses, farm manager houses, apartments, mobile homes, seasonal cabins, bed and breakfast inns) shall never exceed one (1).

Impervious surfaces, which would include residential buildings, agricultural buildings (with and without flooring), and paved areas shall not exceed two (2) percent of the total easement acreage. Impervious surfaces are permanent, non-seasonal rooftops, concrete and asphalt surfaces. As determined by the United States of America (Natural Resources Conservation Service), conservation practices listed in the Field Office Technical Guide are exempt from the impervious cover limitation.

Grantor shall notify Grantees at least ninety (90) days in advance of any construction or work preparatory to construction (such as plats, permits, drawings or proposed subdivisions) regarding the location of any replacement residential structure, and the location of a new means of access to a residential structure, all of which shall be subject to the approval of the Grantees. Such approval shall be granted or denied based on the Grantees' opinion as to whether or not the proposed location conforms with the conservation values listed in Exhibit B of this Conservation Easement.

C. Divisions or Subdivisions of the Property

The division, partition or subdivision ("Division") of the Property into more than the one (1) parcel of land that constitute the Property, for any purpose, is prohibited. The Property may not be consolidated into a larger parcel, and the boundary lines of the Property may not be adjusted.

D. Transferable, Cluster and Other Development Rights

Grantor hereby grants to Grantees all development rights (except as specifically reserved herein) that are now or hereafter allocated to, implied, reserved or inherent in the Property, and the parties agree that such rights are terminated and extinguished, and may not be used or transferred to any portion of the Property as it now is or hereafter may be bounded or described, or to any other property adjacent or otherwise, and may not be used for the purpose of calculating permissible lot yield of the Property or any other property. Grantor further agrees that the Property shall not be used to provide required open space for the development or subdivision of another property, nor shall it be used in determining any other permissible residential, commercial or agricultural uses of another property.

E. Dumping, Placement or Storage of Materials

No materials may be dumped, placed or stored on the Property, including, but not limited to, ashes, sawdust, bark, trash, garbage, rubbish, dredge spoil, chemicals, pesticides, fertilizers, abandoned vehicles, appliances, or machinery. Notwithstanding the previous sentence, Grantor may: (1) place or store soil, rock, other earth materials, vegetative matter, compost, and all types of legally permitted pesticides and fertilizers for Agricultural use if customarily and regularly done for that type of Agriculture use; (2) place soil, rock, other earth materials, vegetative matter, and compost reasonably necessary for the purpose of combating erosion or flooding; (3) place materials reasonably necessary for construction or maintenance of permitted structures, home sites and means of access as provided in Article II.B.; (4) place materials for wildlife habitat with the approval of Grantees; and (5) place or store materials in the interior of permitted structures; provided, that these materials shall not be placed or stored on buffers (as described in Article II.I.) or within fifty (50) feet of any rivers, streams, creeks, runs or Bay shorelines.

F. Excavation of Materials

No excavation of materials is permitted, including, but not limited to, dredging, mining and removal of loam, gravel, soil, rock, sand, coal and petroleum. Notwithstanding the previous sentence, Grantor may excavate materials (1) for Agricultural use if customarily and regularly done for that type of Agriculture use, (2) reasonably necessary for the purpose of combating erosion or flooding, (3) reasonably necessary for construction or maintenance of permitted structures, home sites and means of access as provided in Article II.B., and (4) for wildlife habitat with the approval of Grantees; provided, that these materials are not excavated from or placed or stored on buffers (as described in Article II.I.).

G. Wetlands

No diking, draining, filling, dredging or removal of any wetland or wetlands is permitted except for (1) the maintenance of drainage ditches for Agriculture use if customarily and regularly done for that type of Agricultural use and (2) wildlife habitat with the approval of Grantees. "Wetland" or "wetlands" means portions of the Property defined by any State or federal laws as a wetland or wetlands at the time of the proposed activity.

H. Forest Management

Grantor shall be in compliance with a Forest Stewardship Plan in the Woodland Areas (as hereinafter defined) that is reasonably current, but in no event more than fifteen (15) years old (the "Plan"), prepared by a licensed, registered forester and approved by the Maryland Department of Natural Resources, whose primary objective is timber production. At a minimum, the Plan shall include:

- (1) an inventory of any physical and natural features of the land (including wetlands, streams, water bodies, roads, trails, public use areas, special plant and wildlife habitats, rare or unique species and communities, and other environmentally sensitive features) including any features identified in this Conservation Easement;
- (2) a vegetation map, a soils map and a topographic map;
- (3) an access plan for the Property, including all areas to be commercially managed;
- (4) erosion control measures, specifically addressing water bodies and wetland areas; and
- (5) management strategies for sensitive habitats such as riparian areas (including the need to leave cover over streams and water bodies), endangered or threatened species habitat, steep slopes, and the features identified in the inventory described in (1) above.

"Woodland Areas" is hereby defined as land Grantee determines, in its discretion, one (1) acre in size or greater that is at least ten percent (10%) stocked with trees of any size, or that had such tree cover prior to a recent harvest and is not currently developed for a non-forest use.

In the Woodland Areas, there shall be no burning, mowing, cutting, removal, grazing, livestock access, plowing, tilling or destruction of trees, shrubs grasses or other vegetation (collectively, "Vegetation") unless: (i) Grantor and said activity are in full compliance with the Plan; (ii) said activity is in compliance with the Soil Erosion and Sediment Control Guidelines for Forest Harvest Operations in Maryland, prepared by the Maryland Department of Environment, as they may be amended from time to time (the "Guidelines"), or comparable provisions of any guidelines, regulations or other requirements which may replace the Guidelines in the future.

I. Buffer Strip

Grantor shall retain the existing forested strip along each side of all streams and creeks. Grantor shall not cut or remove any trees except for non-native, invasive, diseased or insect infested trees and in compliance with Article II.H with respect to the Guidelines. The minimum width of the buffer strip shall be one hundred (100) feet at all times along each side of the edge of all streams and creeks, except as may be reasonably necessary for (1) erosion control; (2) recreational water uses and associated structures; (3) access for non-commercial undeveloped hunting, fishing, trapping; or (4) (subject to II.B) access to the water.

J. Soil Conservation and Water Quality Plan

To qualify for funding under the Farm and Range Lands Protection Program (FRPP) and as required by section 1238I of the Food Security Act of 1985, as amended, the Grantor, its heirs, successors, or assigns, shall conduct all agricultural operations on the Property in a manner consistent with a conservation plan prepared in consultation with the Natural Resources Conservation Service (NRCS) and approved by the Conservation District. This conservation plan shall be developed using the standards and specifications of the NRCS Field Office Technical Guide and 7 CFR Part 12 that are in effect on the date of this Conservation Easement. However, the Grantor may develop and implement a conservation plan that proposes a higher level of

conservation and is consistent with the NRCS Field Office Technical Guide standards and specifications. NRCS shall have the right to enter upon the Property, with advance notice to the Grantor, in order to monitor compliance with the conservation plan.

In the event of noncompliance with the conservation plan, NRCS shall work with the Grantor to explore methods of compliance and give the Grantor a reasonable amount of time, not to exceed twelve months, to take corrective action. If the Grantor does not comply with the conservation plan, NRCS will inform Grantees of the Grantor's noncompliance. The Grantees shall take all reasonable steps (including efforts at securing voluntary compliance and, if necessary, appropriate legal action) to secure compliance with the conservation plan following written notification from NRCS that (a) there is a substantial, ongoing event or circumstance of non-compliance with the conservation plan, (b) NRCS has worked with the Grantor to correct such noncompliance, and (c) Grantor has exhausted his appeal rights under applicable NRCS regulations.

If the NRCS standards and specifications for highly erodible land are revised after the date of this Grant based on an Act of Congress, NRCS will work cooperatively with the Grantor to develop and implement a revised conservation plan. The provisions of this section (Article II, J.) apply to the conservation requirements of the Farm and Ranch Lands Protection Program and are not intended to affect any other natural resources conservation requirements to which the Grantor may be or become subject.

K. Signs, Billboards and Advertisements

Display of billboards, signs or advertisements is prohibited on or over the Property, except: (1) to state solely the name and/or address of the Property and/or the owners; (2) to advertise the sale or lease of the Property; (3) to advertise the Agricultural uses of the Property; (4) to advertise the sale of goods or services produced by permitted uses of the Property; (5) to commemorate the history of the Property, its recognition under state or federal historical registers, or its protection under this Conservation Easement or state and local environmental or game laws; or (6) to prohibit trespassing or regulate hunting; provided that no sign or billboard on the Property shall exceed four (4) feet by four (4) feet. Multiple signs shall be limited to a reasonable number, shall be placed at least five hundred (500) feet apart, shall not damage living trees, and shall be placed in accordance with applicable local regulations, except that signs permitted under exception (6) may be placed the lesser of one hundred (100) feet apart or the distance required by law.

L. Rights of Third Parties to Use the Property

Grantor may not authorize or allow a third party to use the Property in a manner inconsistent with the Terms of this Conservation Easement. Therefore, no right to use the Property, whether in the form of a right-of-way, easement, oil, gas or mineral lease or other right or interest in, on or through the Property, may be conveyed or permitted to be established in, on or through the Property, unless the right or interest is consistent with the Terms of this Conservation Easement. (These prohibitions do not apply to a right to use the Property that was in existence prior to this Conservation Easement unless said right was subordinated to this Conservation Easement.) Notwithstanding the foregoing, third party rights to use the Property

may be granted in connection with uses or structures permitted by the Terms herein (such as the granting of a utility easement to benefit a permitted residence).

M. Public Access

This Conservation Easement does not grant the public any right to access or any right of use of the Property.

N. Reserved Rights

Except to the extent that prior written approval of Grantees is required by any paragraph of this Article, all rights reserved by Grantor or not prohibited by this Conservation Easement are considered to be consistent with the Terms of this Conservation Easement and require no prior notification or approval. If Grantor has any doubt with respect to whether or not any particular use of the Property is prohibited by the Terms of this Conservation Easement, Grantor may submit a written request to Grantees for consideration and approval of such use.

ARTICLE III. ENFORCEMENT AND REMEDIES

A. Remedies

Upon any breach of the Terms of this Conservation Easement by Grantor, Grantees may, after reasonable notice to Grantor, exercise any or all of the following remedies:

1. file suits to enjoin any breach or enforce any Term by temporary, and/or permanent injunction either prohibitive or mandatory, including a temporary restraining order; and
2. require that the Property be restored promptly to the condition required by this Conservation Easement.

Grantees' remedies shall be cumulative and shall be in addition to all appropriate legal proceedings and any other rights and remedies available to Grantees at law or equity. If Grantor is found to have breached any of Grantor's obligations under this Conservation Easement, Grantor shall reimburse Grantees for any costs or expenses incurred by Grantees, including court costs and reasonable attorney's fees.

B. Effect of Failure to Enforce

No failure on the part of Grantees to enforce any Term hereof shall discharge or invalidate such Term or any other Term hereof or affect the right of Grantees to enforce the same in the event of a subsequent breach or default.

C. Right of Inspection

Grantees and their respective employees and agents have the right, with reasonable notice to Grantor, to enter the Property at reasonable times for the purpose of inspecting the Property to

determine whether Grantor is complying with the Terms of this Conservation Easement. This right of inspection does not include access to the interior of buildings and structures. Grantees will notify each other before entering the Property for inspection and coordinate their inspections of the Property.

D. Effect of Multiple Grantees

Each Grantee has independent authority to enforce the Terms of this Conservation Easement. In the event that Grantees do not agree as to whether the Grantor is complying with the Terms, each Grantee may proceed with enforcement actions without the consent of the other Grantee.

E. Enforcement Rights of the United States

Under this Conservation Easement, the same rights are granted to the United States that are granted to the Lower Shore Land Trust, and the County Commissioners of Worcester County, Maryland. However, the Secretary of the United States Department of Agriculture (the Secretary), on behalf of the United States, will only exercise these rights under the following circumstances: In the event that the Lower Shore Land Trust and the County Commissioners of Worcester County, Maryland fail to enforce any of the terms of this Conservation Easement, as determined in the sole discretion of the Secretary, the Secretary and his or her successors or assigns may exercise the United States' rights to enforce the terms of this Conservation Easement through any and all authorities available under Federal or State law.

ARTICLE V. EXHIBITS

The following exhibits are hereby made a part of this Conservation Easement:

A. Exhibit A: Boundary Description and Property Reference is attached hereto and made a part hereof. Exhibit A consists of one (1) page(s).

B. Exhibit B: Summary of Conservation Values is attached hereto and made a part hereof. Exhibit B consists of one (1) page(s).

C. Exhibit C: Inventory of Existing Structures is attached hereto and made a part hereof. Exhibit C consists of one (1) page.

D. Exhibit D: Color Digital Images of the Property With Description of Images and Image Index Numbers are kept on file at the principal office of the Worcester County Department of Development Review and Permitting and are fully and completely incorporated into this Conservation Easement as though attached hereto and made a part hereof. Exhibit D consists of ten (10) color images and two (2) page(s).

E. Exhibit E: Annotated Aerial Photograph of the Property is kept on file at the principal office of the Worcester County Department of Development Review and Permitting and is fully and completely incorporated into this Conservation Easement as though attached hereto and made a

part hereof. Exhibit E consists of one (1) page.

F. Exhibit F: Tax Map Showing Approximate Location of Property is attached hereto. This is to be used only by Grantees as an aid for locating the Property. It is not a plat or legal description of the Property. Exhibit F consists of one (1) page.

The parties acknowledge that these exhibits, other than Exhibit F, (collectively, the "Baseline Documentation") reflect the existing uses, conservation values and structures on the Property as of the date of this Conservation Easement.

ARTICLE VI. MISCELLANEOUS

A. Notification by Grantor of a Grant, Conveyance or Other Transfer

Grantor shall notify Grantees in writing of the names and addresses of any party to whom the Property, or any part thereof, is to be granted, conveyed or otherwise transferred at or prior to the time said transfer is consummated. Grantor further agrees to make specific reference to this Conservation Easement in a separate paragraph of any subsequent deed or other legal instrument by which any interest in the Property is granted, conveyed or otherwise transferred. Grantor shall provide a copy of this Conservation Easement to all subsequent grantees of the fee simple interest of any part or all of this Property.

B. Effect of Laws Imposing Affirmative Obligations on Grantor

In the event that any applicable State or federal law imposes affirmative obligations on owners of land which if complied with by Grantor would be a violation of a Term of this Conservation Easement, Grantor shall: (i) if said law requires a specific act without any discretion on the part of Grantor, comply with said law and give Grantee written notice of Grantor's compliance as soon as reasonably possible, but in no event more than thirty (30) days from the time Grantor begins to comply; or (ii) if said law leaves to Grantor's discretion over how to comply with said law, use the method most protective of the conservation values of the Property listed in Exhibit B.

C. Notices to Grantees and Grantor

Any notices by Grantor to Grantees pursuant to any Term hereof shall be sent by registered or certified mail, return receipt requested, addressed to the County Commissioners of Worcester County, Maryland Worcester County Government Center, Room 1103 1 West Market Street Snow Hill, MD 21863, and to Executive Director, Lower Shore Land Trust, 9931 Old Ocean City Road, Berlin, Maryland 21811 or to such other address as Grantees may establish in writing on notification to Grantor, or to such other address as Grantor knows to be the actual location(s) of Grantees. Likewise, any notices to the United States shall be sent to the following address: State Conservationist, USDA – Natural Resources Conservation Service, John Hanson Business Center, 339 Busch's Frontage Road, Suite 301, Annapolis, Maryland 21409.

D. Approval of Grantees

In any case where the Terms of this Conservation Easement require the approval of Grantees, such approval shall be requested by written notice to each of Grantees. Such approval shall be deemed given unless within sixty (60) days after receipt of notice either of Grantees mail notice to Grantor of disapproval and the reason(s) therefore. Unless Grantees' approval is deemed given in accordance with the prior sentence, any approval shall be written. Grantees will take into account the Terms and purposes of this Conservation Easement in determining whether to give such approval, but their decision shall be final and in their sole discretion. Grantees will coordinate their review; however, the approval of one Grantee shall in no way be deemed to be the approval of all Grantees, it being the intention that each Grantee has independent authority to disapprove and enforce this Conservation Easement. In the event of a conflict between this paragraph and a Term requiring Approval, the Term requiring approval shall prevail.

E. Assignment by Grantees and Effect of Dissolution of Grantees

So long as a government agency continues to hold title to this Conservation Easement, Grantees may assign, upon prior written notice to Grantor, their rights under this Conservation Easement to any "qualified organization" within the meaning of Section 170(h) of the Internal Revenue Code or the comparable provision in any subsequent revision of the Code and only with assurances that the purposes of this Conservation Easement will be maintained, and, if any such assignee shall be dissolved or shall abandon this Conservation Easement or the rights and duties of enforcement herein set forth the Conservation Easement and rights of enforcement shall revert to Grantees; and if Grantees shall be dissolved and if the terms of the dissolution fail to provide a successor, then the Maryland Board of Public Works, or its successors or assigns, shall appoint an appropriate successor as Grantee; any such successor shall be a "qualified organization" within the meaning of Section 170(h) of the Internal Revenue Code or the comparable provision in any subsequent revision of the Code. No assignment may be made by Grantees of their rights under this Conservation Easement unless Grantees, as a condition of such assignment, require the assignee to carry out the conservation purposes of this Conservation Easement.

F. Grantees Hold for Conservation Purposes

Grantees agree to hold this Conservation Easement exclusively for conservation purposes, as defined in Section 170(h)(4)(A) of the Internal Revenue Code.

G. Amendment

Grantor and Grantees may amend, by unanimous agreement, this Conservation Easement; provided that no amendment shall be allowed that will affect the qualification of this Conservation Easement or the status of Grantees under any applicable state or federal law, including Section 170(h) of the Internal Revenue Code. Proposed amendments will not be considered unless in the opinion of Grantees they (1) have no adverse effect on the conservation values protected by this Conservation Easement and (2) uphold the intent of the original Grantor and the fiduciary obligation of Grantees to protect the property for the benefit of the public in perpetuity. Grantees shall not be required to agree to any amendment. Amendments shall be subject to approval of the Rural Legacy Board (pursuant to a written letter of approval attached to the amendment), the County Commissioners of Worcester County, Maryland, the Lower Shore Land Trust Board of Directors, the Maryland Board of Public Works, and the United

States and shall be recorded among the Land Records where this Conservation Easement is recorded.

H. Effect of the Dissolution of the Department of Natural Resources

In the event that the Department of Natural Resources is dissolved and no successor unit of State government is selected or established by the Maryland General Assembly, then the Maryland Board of Public Works, and its successors and assigns, shall have the right to transfer all rights of the Department of Natural Resources under this Conservation Easement to a unit of the Executive Branch of the State government.

I. Mortgages and Deeds of Trust

Grantor certifies that all mortgages and deeds of trust (collectively "Liens"), if any, affecting the Property are subordinate to, or shall become subordinate to, the rights of Grantees under this Conservation Easement. Grantor has provided, or shall provide, a copy of this Conservation Easement to all mortgagees, and to all beneficiaries and/or trustees of deeds of trust (collectively "Lienholders"), already affecting the Property or which will affect the Property prior to the recording of this Conservation Easement, and shall also provide notice to Grantees of all such Liens. Each of the Lienholders has subordinated, or shall subordinate prior to recordation, the Liens to this Conservation Easement either by signing a subordination instrument contained at the end of this Conservation Easement which shall become a part of this Conservation Easement and recorded with it, or by recording a separate subordination agreement pertaining to any such Lien.

J. Condemnation

(1) The granting of this Conservation Easement gives rise to a property right, immediately vested in Grantees, with a fair market value equal to the ratio of the value of this Conservation Easement on the effective date of this grant to the value of the Protected Property without deduction for the value of the Conservation Easement on the effective date of this grant. The value of this Conservation Easement is fifty eight (58) percent of the protected Property. For purposes of this paragraph, the ratio of the value of the Conservation Easement to the value of the Property unencumbered by the Conservation Easement shall remain constant, and the percentage interests of Grantor and Grantees in the fair market value of the Property thereby determinable shall remain constant. The percentage of interests of the Grantees in the Conservation Easement shall be allocated as follows: (a) Twenty Nine (29) percent to the United States and (b) Twenty Nine (29) percent to State of Maryland.

(2) If circumstances arise in the future that render the entire purpose of this Conservation Easement impossible to accomplish, this Conservation Easement may only be terminated or extinguished whether with respect to all or part of the Property, by judicial proceedings in a court of competent jurisdiction. In the event of any sale of all or a portion of the Property (or any other property received in connection with an exchange or involuntary conversion of the Property) after such termination or extinguishment, and after the satisfaction of prior claims and net of any costs or expenses associated with such sale, Grantor and Grantees shall divide the proceeds from such sale (minus any amount attributable to the value of

additional improvements made by Grantor after the effective date of this Conservation Easement, which amount is reserved to Grantor) in accordance with their respective percentage interests in the fair market value of the Property, as such percentage interests are determined under the provisions of the preceding paragraph, adjusted, if necessary, to reflect a partial termination or extinguishment of this Conservation Easement. Grantees shall promptly remit to the United States its share of the proceeds, which is Fifty (50) percent of the value of the Conservation Easement, representing the percentage that the United States contributed to its purchase. All such proceeds received by Grantees shall be used by Grantees in a manner consistent with Grantees' conservation purposes.

(3) If all or any part of the Property is taken under the power of eminent domain by public, corporate or other authority, or otherwise acquired by such authority through a purchase in lieu of a taking, Grantor and Grantees shall join in appropriate proceedings at the time of such taking to recover the full value of the interests in the property subject to the taking and all incidental or direct damages resulting from the taking. All expenses reasonably incurred by the parties to this Conservation Easement in connection with such taking shall be paid out of the recovered proceeds. Grantor and Grantees shall be respectively entitled to compensation from the balance of the recovered proceeds in conformity with the provisions of paragraphs (1) and (2) (with respect to the allocation of proceeds). The respective rights of Grantor and Grantees set forth in this section (J) shall be in addition to, and not in limitation of, any rights they may have at common law with respect to a modification or termination of this Conservation Easement by reason of the exercise of powers of eminent domain as aforesaid. Due to the federal interest in this Conservation Easement, the protected Property may not be condemned without the approval of the United States.

(4) The Terms of this section (J) are subject to any applicable Maryland or Federal statutes.

K. Construction

This Conservation Easement shall be construed pursuant to the purpose of this Conservation Easement and the law of the state of Maryland, including the purposes of the statutes creating and governing the Rural Legacy Board, Department of Natural Resources, the purposes of Section 2-118 of the Real Property Article of the Annotated Code of Maryland, the purposes of the Farm and Ranch Lands Protection Program, and the purpose of this Conservation Easement, including such purposes as are defined in Section 170(h)(4)(A) of the Internal Revenue Code.

L. Effect of Laws and Other Restrictions on the Property

The Terms of this Conservation Easement shall be in addition to any local, State or federal laws imposing restrictions to the Property and any real estate interests imposing restrictions to the Property.

M. Entire Agreement and Severability of the Terms

This instrument sets forth the entire agreement of the parties with respect to the Conservation Easement and supersedes all prior discussions, negotiations, understandings or agreements relating to the Conservation Easement. If any Term is found to be invalid, the remainder of the Terms of this Conservation Easement, and the application of such Term to persons or circumstances other than those as to which it is found to be invalid, shall not be affected thereby.

N. Successors

For purposes of this Conservation Easement, "Grantor" shall mean only, at any given time, the then current fee simple owner(s) of the Property and shall not include the original Grantor herein unless said original Grantor is still the then current fee simple owner of the Property, except that if any Grantor has violated any Term of this Conservation Easement, they shall continue to be liable therefore.

O. Recordation

Grantees shall record this instrument for Grantees, Grantor and the state of Maryland in a timely fashion among the Land Records of Worcester County, Maryland, and Grantees may re-record it at any time as may be required to preserve their rights under this Conservation Easement.

P. Real Property Taxes

Except to the extent provided for by State or local law, nothing herein contained shall relieve Grantor of the obligation to pay taxes in connection with the ownership or transfer of the Property.

Q. Captions

The captions in this Conservation Easement have been inserted solely for convenience of reference and are not a part of this instrument. Accordingly, the captions shall have no effect upon the construction or interpretation of the Terms of this Conservation Easement.

R. Authorization

Grantor authorizes the Soil Conservation District and any other entities or government agencies to release to Grantees information contained in Grantor's Soil Conservation and Water Quality Plan, Forest Stewardship Plan, Forest Management Plan or any other information applicable to the Terms of this Conservation Easement.

S. Survivability

Should any Grantee acquire the underlying fee, the fee and this Conservation Easement shall not merge, and this Conservation Easement shall continue to be managed as a separate estate. The Grantees agree that, if necessary, the Conservation Easement will be assigned in

accordance with the assignment provision herein in order to ensure that this Conservation Easement survives.

T. Definitions

“Environmental Law” or “Environmental Laws” means any and all Federal, state, local or municipal laws, rules, orders, regulations, statutes, ordinances, codes, guidelines, policies or requirements of any governmental authority regulating or imposing standards of liability or standards of conduct (including common law) concerning air, water, solid waste, hazardous materials, worker and community right-to-know, hazard communication, noise, radioactive material, resource protection, subdivision, inland wetlands and watercourses, health protection and similar environmental health, safety, building and land use as may now or at any time hereafter be in effect.

“Hazardous Materials” means any petroleum, petroleum products, fuel oil, waste oils, explosives, reactive materials, ignitable materials, corrosive materials, hazardous chemicals, hazardous wastes, hazardous substances, extremely hazardous substances, toxic substances, toxic chemicals, radioactive materials, infectious materials and any other element, compound, mixture, solution or substance which may pose a present or potential hazard to human health or the environment.

Grantor warrants that it is in compliance with and shall remain in compliance with, all applicable Environmental Laws. Grantor warrants that there are no notices by any governmental authority of any violation or alleged violation of, non-compliance or alleged non-compliance with or any liability under any Environmental Law relating to the operations or conditions of the Property.

Grantor warrants that it has no actual knowledge of a release or threatened release of any Hazardous Materials on, at, beneath or from the Property exceeding regulatory limits. Moreover, Grantor hereby promises to indemnify and hold harmless the United States and the Grantees against all costs, claims, demands, penalties and damages, including reasonable attorneys’ fees, arising from or connected with the release or threatened release of any Hazardous Materials on, at, beneath or from the Property, or arising from or connected with a violation of any Environmental Laws by Grantor or any other prior owner of the Property. Grantor’s indemnification obligation shall not be affected by any authorizations provided by Grantees to Grantor with respect to the Property or any restoration activities carried out by Grantees at the Property; provided, however, that Grantees shall be responsible for any Hazardous Materials contributed after this date to the Property by Grantees.

U. Unforeseen Impacts on Conservation Values

If Grantor believes or reasonably should believe that the exercise of a right not prohibited by this Conservation Easement may have a significant adverse effect on the purpose of this Conservation Easement or the conservation interests associated with the Property, Grantor shall notify Grantees in writing before exercising such right.

V. Indemnification

Grantor is solely responsible for any costs, damages, claims, liabilities and judgments

arising from past and future acts or omissions of the Grantor in connection with the Property and shall indemnify, defend, and hold harmless the United States and the Grantees from any liability resulting from the Grantor's acts, including but not limited to, the release, use or deposit of any hazardous substances or wastes on the Property.

TO HAVE AND TO HOLD unto the County Commissioners of Worcester County, Maryland, the Lower Shore Land Trust, Inc., their successors and assigns, forever. The covenants agreed to and the terms, conditions and restrictions imposed as aforesaid shall be binding upon Grantor, its agents, assigns and all other successors to them in interest, and shall continue as a servitude running in perpetuity with the Property.

AND said Grantor hereby covenants that it has not done or suffered to be done any act, matter of thing whatsoever, to encumber the property hereby conveyed, that it will warrant specially the Property granted and that it will execute such further assurances of the same as may be requisite.

IN WITNESS WHEREOF, Grantor and Grantees have hereunto set their hands and seals the day and year above written.

GRANTOR:
GLADMAR DAIRY LAND COMPANY, INC

By: Kenneth Holland, President (SEAL)
Kenneth Holland, President

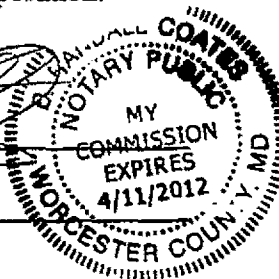
STATE OF MARYLAND, COUNTY of Worcester, TO WIT:

I HEREBY CERTIFY, that on this 4th day of February, 2011, before me the subscriber, a Notary Public of the State aforesaid, personally appeared Kenneth Holland, the President of the Grantor herein, who made oath in due form of law that he executed the within Deed of Conservation Easement, for the purpose therein contained and in the capacity therein stated and did further certify that this conveyance is not part of a sale, lease, exchange or other transfer of all or substantially all of the property of said corporation.

WITNESS my hand and Notarial Seal.

Notary Public

My Commission Expires: _____



GRANTEES:

County Commissioners of Worcester County, Maryland

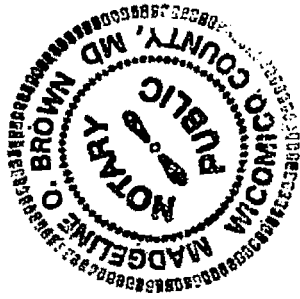
By: James C. Church (SEAL)
James C. Church, President

STATE OF MARYLAND, COUNTY of Worcester, TO WIT:

On this 27 day of January, 2011, before me, the undersigned, a Notary Public in and for the State aforesaid, personally appeared James C. Church known or proved to me to be the person whose signature appears above, and who being duly sworn by me, did say that he/she is authorized to sign on behalf of the agency, and acknowledged and accepted the rights conveyed by the deed to be his voluntary act and deed.

WITNESS my hand and Notarial Seal.

Madeline Brown
Notary Public
My Commission Expires: _____
My commission expires 8/25/2014.



Lower Shore Land Trust, Inc.
By: Michael B. Phillips (SEAL)
Michael B. Phillips, President/Board of Directors

STATE OF MARYLAND, COUNTY of Worcester, TO WIT:

On this 27 day of January, 2011, before me, the undersigned, a Notary Public in and for the State aforesaid, personally appeared Michael B. Phillips known or proved to me to be the person whose signature appears above, and who being duly sworn by me, did say that he/she is authorized to sign on behalf of the agency, and acknowledged and accepted the rights conveyed by the deed to be his voluntary act and deed.

WITNESS my hand and Notarial Seal.

Madeline Brown
Notary Public
My Commission Expires: _____
My commission expires 8/25/2014



ACCEPTANCE BY UNITED STATES OF AMERICA

The Natural Resources Conservation Service, an agency of the United States Department of Agriculture, hereby accepts and approves the foregoing conservation easement deed, and the rights conveyed therein, on behalf of the United States of America.

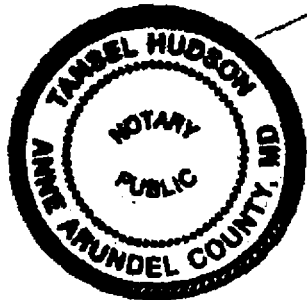
Thomas L. Margart acting for the
By: Thomas L. Margart
State Conservationist

STATE OF MARYLAND, COUNTY of Anne Arundel, TO WIT:

On this 26 day of JANUARY, 2011, before me, the undersigned, a Notary Public in and for the State aforesaid, personally appeared Thomas L. Margart known or proved to me to be the person whose signature appears above, and who being duly sworn by me, did say that he is the State Conservationist of the Natural Resources Conservation Service, United States Department of Agriculture, is authorized to sign on behalf of the agency, and acknowledged and accepted the rights conveyed by the deed to be his voluntary act and deed.

WITNESS my hand and Notarial Seal.

[Signature]
Notary Public
My Commission Expires: 10/1/2014



TAXES FOR WHICH ASSESSMENTS
HAVE BEEN RECEIVED HAVE BEEN
PAID AS OF THIS DATE. 2-8-11
Worcester County Finance Officer
By: KTC 07-006020
EXCEPT PERSONAL PROPERTY

TRANSFER TAX NOT REQUIRED
FINANCE OFFICER
WORCESTER COUNTY MARYLAND
By: KTC
Authorized Signature
Date: 2-8-11

I hereby certify that this Deed of Conservation Easement has been prepared by me or under my supervision, and that I am admitted to practice law in the state of Maryland.

[Signature]
Attorney at Law

RECEIVED FOR TRANSFER
State Department of
Assessments & Taxation
for Worcester County

Agricultural Transfer Tax in the
Amount of \$ -0-
Robert L. Smith NO AG Tax due
Supervisor

KTC 2-8-11
By Date

Exhibit A: Boundary Description and Property Reference
Deed of Conservation Easement
GladMar Dairy Land Company, Inc.
Page One of One

All that lot or parcel of land situate, lying and being in the Seventh Tax District of Worcester County, Maryland, consisting of 134.44 acres, more or less, and being located along east side of Whitesburg Road and southeast of Dividing Creek Road, more particularly described as follows, to wit:

The above parcel being the same land conveyed unto GladMar Dairy Land Company, Inc. by deed dated January 30, 1997 by Glad-Mar Farms, Inc., and recorded among the Land Records of Worcester County, Maryland in Liber 2354, Folio 132.

The above being shown on the plat dated June 1, 2010 entitled Easement Boundary Survey Rural Legacy Conservation for GladMar Dairy Land Company Inc. prepared by Hampshire, Hampshire and Andrews, Inc. and recorded among the Land Records of Worcester County, Maryland at Liber 234, Folio 63.

Exhibit B: Summary of Conservation Values

Deed of Conservation Easement
GladMar Dairy Land Company, Inc

Page One of One

1. The Property is a "priority two" tract, adjacent to protected land, within the Dividing Creek Rural Legacy Area.
2. The Property is of priority for acquisition of a conservation easement by the Rural Legacy Program in the Dividing Creek Rural Legacy Area because of its significant acreage, extensive farmland and high quality farmland soils, forest habitat and water quality protection values, and proximity to protected lands.
3. An unnamed branch that directly feeds the Pocomoke River flows through the property's wooded area. Protection and buffering of this branch contributes to water quality and habitat protection of the Pocomoke River and the Chesapeake Bay.
4. This Conservation Easement is consistent with the 2006 Worcester County Comprehensive Plan as amended in 2010, and the 2006 Worcester County Land Preservation and Recreation Plan.
5. This Conservation Easement offers scenic value from Dividing Creek Road.

Exhibit C: Inventory of Existing Structures

Deed of Conservation Easement
GladMar Dairy Land Company, Inc

Page One of One

Primary residence	Permitted by II.B. (1)
Garage, used for the purpose of serving the primary residence(s)	Permitted by II.B. (2)
Hay barn	Permitted by II.B. (3)
Milking parlor (currently used for storage)	Permitted by II.B. (3)
Silo (currently empty)	Permitted by II.B. (3)
Driveway surrounding primary residence	Permitted by II.B. (4)

Exhibit D: Color Slides of the Property With Description of Slides and Slide Index Numbers

Glad Mar Dairy Land Company, 3847 Dividing Creek Road, Pocomoke City, MD 21851

The digital images are on file at the principal office of the Worcester County Department of Development Review and Permitting.

Exhibit E: Annotated Aerial Photograph of Property

Glad Mar Dairy Land Company, 3847 Dividing Creek Road, Pocomoke City, MD 21851

The annotated aerial photograph is on file at the principal office of the Worcester County Department of Development Review and Permitting.



5

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

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

OFFICE OF THE
COUNTY COMMISSIONERS

Worcester County

GOVERNMENT CENTER
ONE WEST MARKET STREET • ROOM 1103

SNOW HILL, MARYLAND

21863-1195

March 13, 2018

TO: Worcester County Commissioners
FROM: Kelly Shannahan, Assistant Chief Administrative Officer *KL*
On Behalf Of Worcester County Sewer Committee
SUBJECT: Request for Allocation of EDU for Eugene Parker Trust Property

Please be advised that on February 20, 2018 we received the attached request from Attorney Hugh Cropper, IV on behalf of Eugene R. Parker, Jr, Irrevocable Trust, for the allocation of one (1) equivalent dwelling unit (EDU) of sanitary sewer service from the Mystic Harbour Sanitary Service Area (MHSSA) to serve an existing residential structure used as an office which is currently served by a septic system. The subject property is identified on Tax Map 26 as Parcel 274, Lot 3B. The request was subsequently reviewed by the Worcester County Sewer Committee at our meeting on March 7, 2018. On behalf of the committee, I offer the following staff report for your consideration with regard to this request:

Summary of Request: Mr. Cropper is requesting on behalf of the Eugene R. Parker, Jr, Irrevocable Trust to purchase 1 EDU of sanitary sewer service from the Mystic Harbour Sanitary Service Area (MHSSA) to serve an existing 1,636 square foot residential structure used as an office which is currently served by a private well and septic system. The subject property is located on the west side of Stephen Decatur Highway (MD Route 611) north of Sinepuxent Road, is approximately 1.84 acres in area, currently zoned C-1 Neighborhood Commercial, and is designated S-1 in the County Water and Sewerage Plan which indicates an area of existing or planned sewer service to be built within 2-years, but does not guarantee any service or obligate the provision of services in that time frame. If approved, the well and septic system would be abandoned and properly capped (well) and filled (septic system) which would further the County's goal of removing private well and septic systems where more environmentally-sensitive public water and sewer facilities are available.

Current Available Capacity - North: There are currently 298 EDUs allocated in Area 1 (north of the airport), in which the subject property is located, which have not yet been purchased. These remaining EDUs have been allocated for the following uses: Infill and Intensification (148 EDUs), Vacant or Multi-Lot properties (80 EDUs), Single Family Dwellings (17 EDUs), and Commercial (53 EDUs). Given the nature of this request and the current zoning of the property, we suggest that the "Commercial" allocation would be the most appropriate category from which to consider assigning this EDU.

Citizens and Government Working Together

Background on Original Allocation of New Sewer Capacity in Mystic Harbour: The expansion of the Mystic Harbour WWTP and funding from USDA in 2008 was predicated upon the need for infill and intensification of properties along the Route 50 commercial corridor and vicinity, service to vacant or multi-lot properties, single family dwellings converting from septic systems to public sewer, and commercial properties. The Worcester County Planning Commission recommended a rating system to rank priority allocations of the additional EDUs with highest priority to (1) infill lots, (2) expansion of existing facilities, (3) replacement of septic tanks, and (4) new developments. This request appears to be in keeping with priority 3 above since it will result in the replacement of an existing septic system.

Options for Commissioners' Action on the Request:

Option 1 - Approve the request for allocation of 1 EDU of sewer service from Area 1 (North) of the MHSSA to serve the Eugene R. Parker, Jr, Irrevocable Trust property, and allocate the EDU from the "Commercial" category or from another of the available categories as follows:

- **Area 1 (north):** 148 EDUs - Infill and Intensification
- 80 EDUs - Vacant or Multi-Lot properties
- 17 EDUs - Single Family Dwellings
- 53 EDUs - Commercial

Option 2 - Deny the request for 1 EDU of sewer service from the MHSSA to serve the Eugene R. Parker, Jr, Irrevocable Trust property.

The Sewer Committee will be available to answer any questions which you may have with regard to this application in order for you to make the most informed decision on this request.

LAW OFFICES

**BOOTH BOOTH
CROPPER & MARRINER P.C.**

9923 STEPHEN DECATUR HIGHWAY, #D-2

OCEAN CITY, MARYLAND 21842

(410) 213-2681

EMAIL: hcropper@bbcmlaw.com

EASTON OFFICE

130 NORTH WASHINGTON ST.

EASTON, MD 21601

(410) 822-2929

FAX (410) 820-6586

WEBSITE

www.bbcmlaw.com

CURTIS H. BOOTH
BRYNJA MCDIVITT BOOTH
HUGH CROPPER IV
THOMAS C. MARRINER*
ELIZABETH ANN EVINS
ROY B. COWDREY, JR. **

*ADMITTED IN MD & DC
** OF COUNSEL

February 16, 2018

Ms. Jessica Wilson, Worcester County
Treasurer's Office
Worcester County Government Center
One West Market Street, Room 1103
Snow Hill, Maryland 21863

Dear Ms. Wilson:

Please find enclosed an Application pursuant to Resolution 17-19 for the allocation of one (1) wastewater treatment EDU in the Mystic Harbour Sanitary Service Area to the property of the Eugene R. Parker, Jr. Irrevocable Trust, Worcester County Tax Map 27, Parcel 274, Parcel 3B.

I have enclosed a second application for the allocation of four (4) wastewater treatment EDU's to the property of L&B Ocean City, LLC, Worcester County Tax Map 27, Parcel 274, Parcels A and B.

The deposit check in the amount of \$5,000.00 is enclosed to cover both transactions.

This is an application to connect existing uses.

Thank you, and have a great day.

Very truly yours,



Hugh Cropper, IV

HC/tgb

Enclosures

CC: Kelly Shannahan, Assistant CAO, Worcester County
Eugene R. Parker, Jr.
Mr. Lew Bush
Mr. and Mrs. Jim Hudson

Worcester County - Department of Public Works - Water and Wastewater Division
Mystic Harbour Sewer Service Application

Name: Eugene R. Parker, Jr Irrevocable Trust Date: 2/14/18
Mailing address: 10425 Keyser Point Road, Ocean City, MD 21842
Address of service location: 9521 Stephen Decatur Hwy, Ocean City, MD
Property identification (acct # & map/parcel): M 26, P 274, Parcel 3B 10-011620

Type of project (circle one below):

Single Family Minor Site Plan Major Site Plan Residential Planned Community

Type of service requested (circle one): Residential Commercial

If commercial, list type of business, square footage and number of seats in restaurant (if applicable):

EDU's/gallons assigned to property: _____ EDU's to be purchased: 1

If developer new construction, will you be providing the meter (circle one): Yes No N/A

Name & license number of licensed plumber providing connection from meter to building:

Name & phone number of person to contact with regards to this application/account:
Hugh Cropper IV 410-213-2681 hcropper@bbemlaw.com
Signature: [Signature] Date: 2/14/18

Attachments required to be submitted with application:

- Single Family- Copy of permit application.
- Minor Site Plans- Copy of TRC report or documentation of administrative waiver.
- Major Site Plans- Copy of TRC report.
- Residential Planned Community- Copy of Planning Commission's findings/recommendation for Step 1.

NOTICE: Please review attached Resolution No. 17-19 which details the EDU allocation process and the time frame in which the EDUs must be utilized or returned to the County for future allocation and utilization. If mains are to be installed by applicant a separate "Small Sewer and Water Project Agreement" will be required.

OFFICE USE ONLY:

Date received: _____ By: _____

Environmental Programs approval: _____ Date: _____

Treasurer's Office approval: _____ Date: _____

Public Work's approval: _____ Date: _____

FEES PAID:

Deposit \$1,000 per EDU X _____ (EDU's) = \$ _____

Remaining Balance \$6,700 per EDU X _____ (EDU's) = \$ _____

Date received: _____ By: _____

RETURN TO:

Worcester County Treasurer's Office
Attn: Jessica Wilson
P.O. Box 349
Snow Hill, MD 21863

FULL POLICY ATTACHED AND INCORPORATED.

Real Property Data Search

Search Result for WORCESTER COUNTY

View Map		View GroundRent Redemption		View GroundRent Registration					
Account Identifier:		District - 10 Account Number - 011620							
Owner Information									
Owner Name:	EUGENE R PARKER JR IRREVOCABLE TRUST MARINER WILLIAM C & THOMAS K COATES TRUSTEES			Use:	COMMERCIAL				
				Principal Residence:	NO				
Mailing Address:	10425 KEYSER POINT RD OCEAN CITY MD 21842-0000			Deed Reference:	/06686/ 00074				
Location & Structure Information									
Premises Address:	9521 STEPHEN DECATUR HWY OCEAN CITY 21842-0000			Legal Description:	PAR 3B 1.84 ACS R-611 RESUB PAR 3 SOUTH POINT SUBDIV				
Map:	Grid:	Parcel:	Sub District:	Subdivision:	Section:	Block:	Lot:	Assessment Year:	Plat No:
0026	0018	0274		74Z8				2016	Plat Ref:
Special Tax Areas:			Town:			NONE			
			Ad Valorem:						
			Tax Class:						
Primary Structure Built	Above Grade Living Area	Finished Basement Area	Property Land Area	County Use					
1940	1,636 SF		1.8400 AC						
Stories	Basement	Type	Exterior	Full/Half Bath	Garage	Last Major Renovation			
		OFFICE BUILDING							
Value Information									
	Base Value	Value	Phase-in Assessments						
		As of	As of	As of					
		01/01/2016	07/01/2017	07/01/2018					
Land:	352,900	265,400							
Improvements	43,400	62,100							
Total:	396,300	327,500	327,500	327,500					
Preferential Land:	0			0					
Transfer Information									
Seller:	PARKER EUGENE R JR		Date:	12/14/2015					
Type:	NON-ARMS LENGTH OTHER		Deed1:	/06686/ 00074					
Seller:	PARKER EUGENE R JR & BRUCE A MOORE		Date:	06/30/1986					
Type:	NON-ARMS LENGTH OTHER		Deed1:	WCL /01192/ 00538					
Seller:	KELLY SARAH J & SARAH		Date:	11/20/1984					
Type:	ARMS LENGTH IMPROVED		Deed1:	WCL /01038/ 00405					
Exemption Information									
Partial Exempt Assessments:	Class		07/01/2017	07/01/2018					
County:	000		0.00						
State:	000		0.00						
Municipal:	000		0.00 0.00	0.00 0.00					
Tax Exempt:	Special Tax Recapture:								

RESOLUTION NO. 17 - 19

**RESOLUTION CREATING THE MYSTIC HARBOUR SANITARY SERVICE AREA
SEWER EDU ALLOCATION PROCESS**

WHEREAS, the Mystic Harbour Wastewater Treatment Plant (WWTP) was upgraded and expanded in 2014 to provide additional sanitary sewer treatment capability to serve residential and commercial needs of properties within the Mystic Harbour Sanitary Service Area (SSA); and

WHEREAS, the upgrade and expansion resulted in a total of 200,000 gallons per day of additional sewage treatment capacity in the Mystic Harbour WWTP which created a total of 666 new Equivalent Dwelling Units (EDUs) of sewer capacity at a rate of 300 gallons per day per EDU which are now available in the Mystic Harbour SSA; and

WHEREAS, the planning documents included in the latest approved *Worcester County Water and Sewerage Master Plan* amendment regarding the Mystic Harbour SSA identified a number of goals for the additional capacity and included a chart (attached hereto) allocating the new EDUs to different areas within the Mystic Harbour SSA for different purposes; and

WHEREAS, on March 15, 2016, the Worcester County Commissioners reviewed and approved an implementation policy for the newly available sewer EDUs in the Mystic Harbour/West Ocean City SSA Overlay Area; and

WHEREAS, upon the recommendation of the Worcester County Water and Sewer Committee, the County Commissioners have determined that it is prudent to have an allocation process in place for all 666 new sewer EDUs in the Mystic Harbour SSA, not just those aimed at the Overlay Area, to include County Commissioner approval of future allocations.

NOW, THEREFORE, BE IT RESOLVED by the County Commissioners of Worcester County, Maryland that the following Mystic Harbour Sanitary Service Area EDU Allocation Process is hereby adopted:

1. The allocation of Mystic Harbour Sanitary Service Area sewer EDUs shall only be approved for properties with an existing demonstrated need and in connection with either a permit or plan application specifying how and where the capacity will be allocated:
 - A. The project must apply to the County Commissioners for the EDU allocation while the project is pending as follows:
 - i. Single Family Dwellings and change of use commercial spaces - The property owner or their representative must apply for and receive any needed EDU allocation prior to receiving any permit for the project. EDU(s) must be paid for in full at time of the first permit application.
 - ii. Minor Site Plans and other projects requiring administrative approvals - The project must have completed the Technical Review Committee process (when required) or the granting of an administrative waiver before applying to the County Commissioners for EDU allocation. The project must have EDU allocations prior to the project applying for final signature approval with the Zoning Administrator. A deposit shall be required upon application as detailed in

Section 1B hereof. The remaining balance to purchase the EDUs shall be paid prior to any project permit being issued.

- iii. Major Site Plans - The project must have completed the Technical Review Committee process before applying to the County Commissioners for EDU allocation. The project must have EDU allocations prior to the project applying for final site plan approval with the Planning Commission. A deposit shall be required upon application as detailed in Section 1B hereof. The remaining balance to purchase the EDUs shall be paid prior to any project permit being issued.
 - iv. Residential Planned Community (RPC) - Concurrent with Step 1 of the RPC approval process, the project shall apply to the County Commissioners for EDU allocation. The project cannot move to Step 2 of the RPC approval process without sufficient EDUs being allocated. A deposit shall be required upon application as detailed in Section 1B hereof.
- B. Included with the application shall be a \$1,000 deposit per EDU applied for. If the County Commissioners deny the allocation or if the Planning Commission fails to approve the site plan, the deposit shall be returned. If the County Commissioners approve the allocation and if the Planning Commission approves the site plan or RPC, the deposit is non-refundable.
 - C. If the project approvals expire, the project shall lose its allocation of EDUs. The County shall return the amount paid to purchase the EDUs less the non-refundable deposit.
 - D. If after one year of the project having EDUs allocated to it, a building permit has still not been issued for the project, an additional deposit of \$1,000 per EDU per year shall be required for each year of additional reservation of service up to a maximum of five years. No reservation shall be allowed beyond five years. The additional deposit shall be paid not less than 60 days prior to the anniversary date of the original allocation approval. If the additional deposit is not paid as required or if five years elapses, the EDU allocation shall be null and void and all prior deposits shall be forfeited.
 - E. Applications shall be submitted to: Worcester County Administration, Government Center - Room 1103, One West Market Street, Snow Hill, MD 21863.
2. There shall be no transfers of sewer allocations permitted in the Mystic Harbour Sanitary Service Area (MHSSA) by property owners who have excess capacity allocated to their properties. In the event that excess sewer capacity exists on a property as a result of changes or modifications to the original development plan, any and all excess capacity shall revert to the MHSSA two years after the issuance of the certificate of occupancy for the last building shell in the project. The property owner shall only be entitled to the return of the amount of the original price paid to the County for the EDUs less the non-refundable deposit. The property owner shall be notified in writing of the forfeiture of the unused capacity. Such notice shall be sent by registered mail to the property owner(s) address as identified on the tax assessment rolls as maintained by the Maryland Department of Assessments and Taxation.
 3. The current equity contribution in fiscal year 2018 (FY18) for each Mystic Harbour Sanitary Service Area sewer EDU is \$7,700, with quarterly debt service payments of \$54 per EDU


thereafter until the debt is paid in full. The equity contribution will be recalculated each fiscal year to include the debt service from the prior year. Quarterly debt service payments may be adjusted in the future to pay for additional debt incurred by the Mystic Harbour Sanitary Service Area.

4. Upon allocation of the EDUs, accessibility charges as established in the annual budget for the Mystic Harbour Sanitary Service Area shall become due and payable on a quarterly basis. The current accessibility charge is \$150 per quarter per EDU. Accessibility charges are non-refundable should the applicant fail to utilize the allocated EDUs.

AND, BE IT FURTHER RESOLVED that this Resolution shall take effect upon its passage.

PASSED AND ADOPTED this 19th day of September, 2017.


ATTEST:

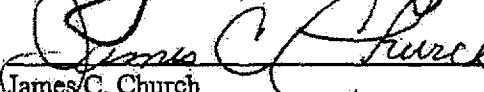

Harold L. Higgins - Kelly Shamahan
Chief Administrative Officer; Assistant CAO

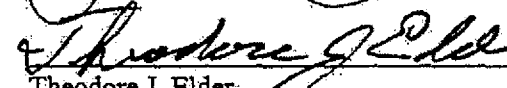
COUNTY COMMISSIONERS OF
WORCESTER COUNTY, MARYLAND

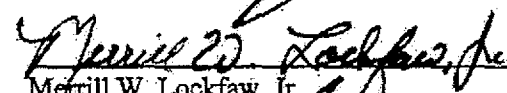

Madison J. Bunting, Jr., President

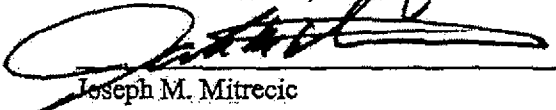

Diana Burnell, Vice President


Anthony W. Bertino, Jr.


James C. Church


Theodore J. Elder


Merrill W. Lockfaw, Jr.


Joseph M. Mitrecic

Allocation of Sewer EDUs in Mystic Harbour Sanitary Service Area (New Capacity as of 3/20/18)

North of Airport, North of Antique Road, East and West of Route 611 - "Area 1"	Original Allocation	Current Adjusted Allocation	Sold and In Service	Sold and Not In Service	Remaining Allocation	Footnotes
Infill and Intensification of Properties in "Area 1"	154	148	0	0	148	3
Vacant or Multi-lot Properties in "Area 1"	80	80	0	0	80	
Single Family Dwellings	17	17	0	0	17	
Commercial Properties in "Area 1"	80	80	0	27	53	4, 5
Subtotal EDUs in "Area 1"	331	325	0	27	298	
Airport and South of Airport, East of Route 611 - "Area 2"						
Commercial Infill South of Airport	20	20	0	0	20	
Vacant or Multi-lot Properties	4	4	0	2	2	6
Assateague Greens Executive Golf Course/Range-9-holes	6	6	0	0	6	
Ocean City Airport, Clubhouse and Humane Society	32	32	32		0	1
Church	5	5	0	0	5	
Single Family Dwellings	20	20	0	0	20	
Castaways Campground	88	88	88		0	2
Frontier Town Campground	130	166	0	166	0	3
Commercial Portion of Frontier Town Campground	30	0			0	
Subtotal EDUs in "Area 2"	335	341	120	168	53	
TOTAL EDUs	666	666	120	195	351	

Note: See attached map for location of EDU allocations

Footnotes:

1 - Transferred 32 EDUs to Town of Ocean City on June 3, 2014 as part of the Eagles Landing Spray Irrigation MOU.

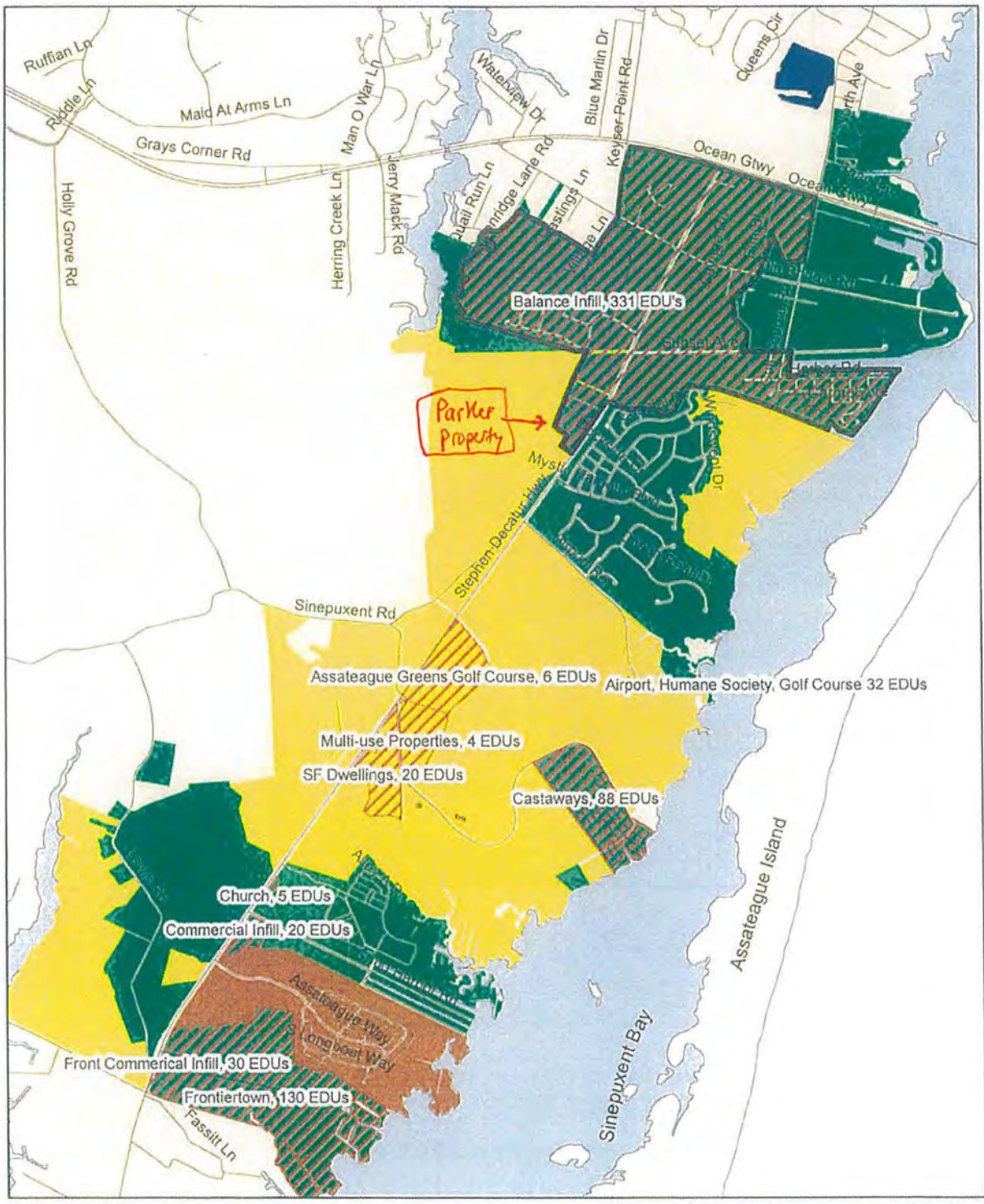
2 - Sold 88 EDUs to Castaways Campground on July 3, 2014.

3 - Sold 166 EDUs to Frontier Town Campground on March 30, 2017 by transferring 30 EDUs from Frontier Town Commercial allocation and 6 EDUs from "infill and intensification of properties in Area 1" allocation as agreed by Commissioners on September 19, 2017.

4 - Sold 14 EDUs to Park Place on May 16, 2017.

5 - Hampton Inn bought 40 EDUs from Mitch Parker and bought an additional 13 EDUs from the County on August 28, 2017.

6 - Approved the sale of 2 EDU's to Victor H. Birch Property on March 20, 2018.



Mystic Harbour Sewer Planning Area
 New Mystic Capacity--666 EDU's
 Prepared by the Worcester County
 Department of Environmental Programs
 June 2015

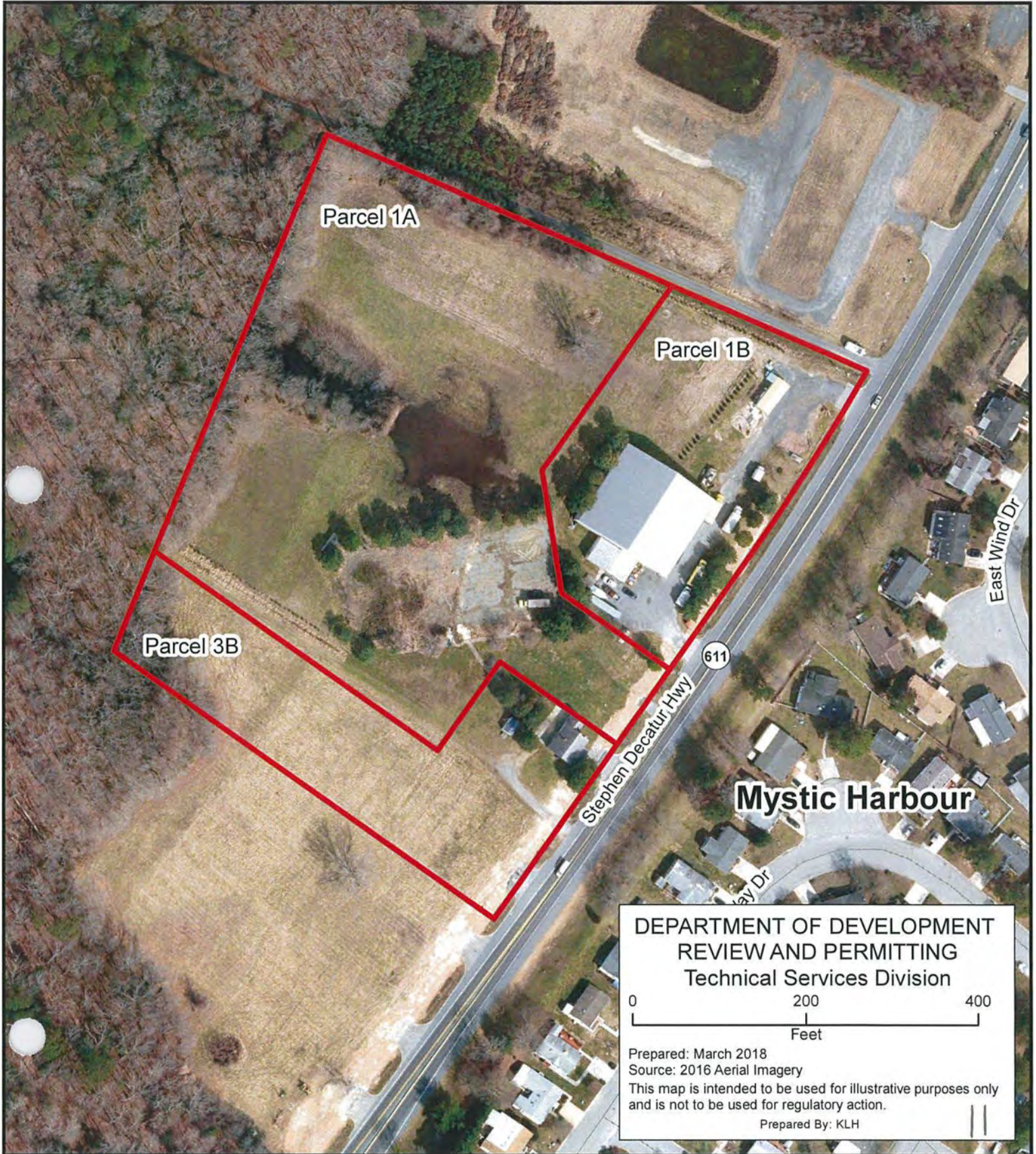


WORCESTER COUNTY, MARYLAND



Tax Map: 26, Parcel 274, Parcels 1A, 1B and 3B

AERIAL MAP





6

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

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

OFFICE OF THE
COUNTY COMMISSIONERS

Worcester County

GOVERNMENT CENTER
ONE WEST MARKET STREET • ROOM 1103

SNOW HILL, MARYLAND

21863-1195

March 13, 2018

TO: Worcester County Commissioners
FROM: Kelly Shannahan, Assistant Chief Administrative Officer *KL*
On Behalf Of Worcester County Sewer Committee
SUBJECT: Request for Allocation of EDUs for L & B Ocean City, LLC Properties

Please be advised that on February 20, 2018 we received the attached request from Attorney Hugh Cropper, IV on behalf of L & B Ocean City LLC, for the allocation of four (4) equivalent dwelling units (EDUs) of sanitary sewer service from the Mystic Harbour Sanitary Service Area (MHSSA) to serve two adjacent parcels of land improved with a former tennis center which is now used as a warehouse and a roadside stand both of which are currently served by a septic system. The subject properties are identified on Tax Map 26 as Parcel 274, Lots 1A and 1B. The request was subsequently reviewed by the Worcester County Sewer Committee at our meeting on March 7, 2018. On behalf of the committee, I offer the following staff report for your consideration with regard to this request:

Summary of Request: Mr. Cropper is requesting on behalf of L & B Ocean City LLC to purchase 4 EDUs of sanitary sewer service from the Mystic Harbour Sanitary Service Area (MHSSA) to serve the subject properties. There was no site plan provided with the application, so we must assume that the requested EDUs are intended to serve the existing 14,100 square foot warehouse and the 464 square foot roadside stand and bathroom which serves the stand, both of which are currently served by a private septic system (with the septic reserve areas located on Lot 3B - the Parker property) and with public water service from MHSSA (5 EDUs of public water service were purchased from the former owner of the Mystic Harbour system before the County assumed ownership). The subject properties are located on the west side of Stephen Decatur Highway (MD Route 611) north of Sinepuxent Road, are approximately 7.51 acres in area (Lot 1A is 5.6 acres and Lot 1B is 1.85 acres), currently zoned C-1 Neighborhood Commercial, and are designated S-1 in the County Water and Sewerage Plan which indicates an area of existing or planned sewer service to be built within 2-years, but does not guarantee any service or obligate the provision of services in that time frame. Both of the current structures are located on Lot 1B.

The design flow estimation for the warehouse is 423 gallons per day (gpd) at 14,100 square feet x 0.03 gallons/square foot/day = 423 gpd, and for the roadside stand retail operation is 23 gallons

per day at 464 square feet x 0.05 gallons/square foot/day = 23 gpd. At a rate of 300 gallons per day per EDU and since we round up to determine EDUs required, in order to serve the existing improvements as a combined use (423 gpd + 23 gpd = 446 gpd total), a total of 2 EDU's would be required. To serve the existing improvements as stand-alone uses, 2 EDUs would be required for the warehouse (423 gpd rounds up to 2 EDUs) and 1 EDU would be required for the roadside stand (23 gpd rounds up to 1 EDU). If the EDU allocation request is approved, the septic system would be abandoned and properly filled which would further the County's goal of removing private septic systems where more environmentally-sensitive public sewer facilities are available.

Current Available Capacity - North: There are currently 298 EDUs allocated in Area 1 (north of the airport), in which the subject property is located, which have not yet been purchased. These remaining EDUs have been allocated for the following uses: Infill and Intensification (148 EDUs), Vacant or Multi-Lot properties (80 EDUs), Single Family Dwellings (17 EDUs), and Commercial (53 EDUs). Given the nature of this request and the current zoning of the property, we suggest that the "Commercial" allocation would be the most appropriate category from which to consider assigning these EDUs.

Background on Original Allocation of New Sewer Capacity in Mystic Harbour: The expansion of the Mystic Harbour WWTP and funding from USDA in 2008 was predicated upon the need for infill and intensification of properties along the Route 50 commercial corridor and vicinity, service to vacant or multi-lot properties, single family dwellings converting from septic systems to public sewer, and commercial properties. The Worcester County Planning Commission recommended a rating system to rank priority allocations of the additional EDUs with highest priority to (1) infill lots, (2) expansion of existing facilities, (3) replacement of septic tanks, and (4) new developments. This request appears to be in keeping with priority 3 above since it will result in the replacement of an existing septic system.

Options for Commissioners' Action on the Request:

Option 1 - Approve the request for allocation of 4 EDUs of sewer service from Area 1 (North) of the MHSSA to serve the L & B Ocean City LLC properties, and allocate the EDUs from the "Commercial" category or from another of the available categories as follows:

- **Area 1 (north):** 148 EDUs - Infill and Intensification
- 80 EDUs - Vacant or Multi-Lot properties
- 17 EDUs - Single Family Dwellings
- 53 EDUs - Commercial

Option 2 - Approve a portion of the request for 4 EDU's of sewer service from the MHSSA to serve the L & B Ocean City LLC properties. Based upon design flow estimation of the current uses, to serve the existing improvements as a combined use, a total of 2 EDU's would be required. To serve the existing improvements as stand-alone uses, 2 EDUs would be required for the warehouse and 1 EDU would be required for the roadside stand, for a total of 3 EDUs to these properties.

Option 3 - Deny the request for 4 EDUs of sewer service from the MHSSA to serve the L&B Ocean City LLC properties.

The Sewer Committee will be available to answer any questions which you may have with regard to this application in order for you to make the most informed decision on this request.

LAW OFFICES

**BOOTH BOOTH
CROPPER & MARRINER P.C.**

CURTIS H. BOOTH
RYNJA MCDIVITT BOOTH
HUGH CROPPER IV
THOMAS C. MARRINER*
ELIZABETH ANN EVINS
ROY B. COWDREY, JR. **

*ADMITTED IN MD & DC
** OF COUNSEL

9923 STEPHEN DECATUR HIGHWAY, #D-2

OCEAN CITY, MARYLAND 21842

(410) 213-2681

EMAIL: hcropper@bbcmlaw.com

EASTON OFFICE

130 NORTH WASHINGTON ST.
EASTON, MD 21601
(410) 822-2929
FAX (410) 820-6586

WEBSITE

www.bbcmlaw.com

February 16, 2018

Ms. Jessica Wilson, Worcester County
Treasurer's Office
Worcester County Government Center
One West Market Street, Room 1103
Snow Hill, Maryland 21863

Dear Ms. Wilson:

Please find enclosed an Application pursuant to Resolution 17-19 for the allocation of one (1) wastewater treatment EDU in the Mystic Harbour Sanitary Service Area to the property of the Eugene R. Parker, Jr. Irrevocable Trust, Worcester County Tax Map 27, Parcel 274, Parcel 3B.

I have enclosed a second application for the allocation of four (4) wastewater treatment EDU's to the property of L&B Ocean City, LLC, Worcester County Tax Map 27, Parcel 274, Parcels A and B.

The deposit check in the amount of \$5,000.00 is enclosed to cover both transactions.

This is an application to connect existing uses.

Thank you, and have a great day.

Very truly yours,



Hugh Cropper, IV

HC/tgb

Enclosures

CC: Kelly Shannahan, Assistant CAO, Worcester County
Eugene R. Parker, Jr.
Mr. Lew Bush
Mr. and Mrs. Jim Hudson

Worcester County - Department of Public Works - Water and Wastewater Division
Mystic Harbour Sewer Service Application

Name: L+B Ocean City, LLC Date: 2/14/18

Mailing address: 6502 South Point Road, Berlin, MD 21811

Address of service location: Stephen Decatur Highway, Ocean City

Property identification (acct # & map/parcel): M 26, P 274, Parcels A+B

Type of project (circle one below): 10-292530 + 10-292549

Single Family Minor Site Plan Major Site Plan Residential Planned Community

Type of service requested (circle one): Residential Commercial

If commercial, list type of business, square footage and number of seats in restaurant (if applicable):

EDU's/gallons assigned to property: _____ EDU's to be purchased: 4

If developer new construction, will you be providing the meter (circle one): Yes No N/A

Name & license number of licensed plumber providing connection from meter to building:

Name & phone number of person to contact with regards to this application/account:

Hugh Cropper, IV 410-213-2681 hcropper@bbamlaw.com

Signature: [Signature] Date: 2/14/18

Attachments required to be submitted with application:

- Single Family- Copy of permit application.
- Minor Site Plans- Copy of TRC report or documentation of administrative waiver.
- Major Site Plans- Copy of TRC report.
- Residential Planned Community- Copy of Planning Commission's findings/recommendation for Step 1.

NOTICE: Please review attached Resolution No. 17-19 which details the EDU allocation process and the time frame in which the EDUs must be utilized or returned to the County for future allocation and utilization. If mains are to be installed by applicant a separate "Small Sewer and Water Project Agreement" will be required.

OFFICE USE ONLY:

Date received: _____ By: _____

Environmental Programs approval: _____ Date: _____

Treasurer's Office approval: _____ Date: _____

Public Work's approval: _____ Date: _____

FEES PAID:

Deposit \$1,000 per EDU X _____ (EDU's) = \$ _____

Remaining Balance \$6,700 per EDU X _____ (EDU's) = \$ _____

Date received: _____ By: _____

RETURN TO:

Worcester County Treasurer's Office
Attn: Jessica Wilson
P.O. Box 349
Snow Hill, MD 21863

FULL POLICY ATTACHED AND INCORPORATED.

Real Property Data Search

Search Result for WORCESTER COUNTY

View Map		View GroundRent Redemption			View GroundRent Registration					
Account Identifier:		District - 10 Account Number - 292530								
Owner Information										
Owner Name:		L & B OCEAN CITY LLC			Use:		COMMERCIAL			
Mailing Address:		6502 S POINT RD BERLIN MD 21811-2634			Principal Residence:		NO			
					Deed Reference:		/05199/ 00375			
Location & Structure Information										
Premises Address:		STEPHEN DECATUR HWY OCEAN CITY 21842-0000			Legal Description:		PAR 1 A 5.66 ACS W S R 611 RESUB PL PAR 1 SOUTH POINT SUBDIV			
Map:	Grid:	Parcel:	Sub District:	Subdivision:	Section:	Block:	Lot:	Assessment Year:	Plat No:	102027
0026	0018	0274		0000			1A	2016	Plat Ref:	
Special Tax Areas:				Town:			NONE			
				Ad Valorem:						
				Tax Class:						
Primary Structure Built		Above Grade Living Area		Finished Basement Area		Property Land Area		County Use		
						5.6600 AC				
Stories	Basement	Type	Exterior	Full/Half Bath	Garage	Last Major Renovation				
Value Information										
		Base Value		Value		Phase-in Assessments				
				As of		As of		As of		
				01/01/2016		07/01/2017		07/01/2018		
Land:		533,800		486,300						
Improvements		0		0						
Total:		533,800		486,300		486,300		486,300		
Preferential Land:		0						0		
Transfer Information										
Seller: BUSH, LEWIS W. & BETTY S.				Date: 02/18/2009			Price: \$0			
Type: NON-ARMS LENGTH OTHER				Deed1: SVH /05199/ 00375			Deed2:			
Seller: PARKER EUGENE R JR				Date: 05/14/2001			Price: \$320,000			
Type: ARMS LENGTH IMPROVED				Deed1: SVH /03040/ 00324			Deed2:			
Seller:				Date:			Price:			
Type:				Deed1:			Deed2:			
Exemption Information										
Partial Exempt Assessments:		Class		07/01/2017		07/01/2018				
County:		000		0.00						
State:		000		0.00						
Municipal:		000		0.00 0.00		0.00 0.00				
Tax Exempt:				Special Tax Recapture:						
Exempt Class:				NONE						
Homestead Application Information										
Homestead Application Status: No Application										
Homeowners' Tax Credit Application Information										
Homeowners' Tax Credit Application Status: No Application					Date:					

Real Property Data Search

Search Result for WORCESTER COUNTY

View Map		View GroundRent Redemption			View GroundRent Registration					
Account Identifier:		District - 10 Account Number - 292549								
Owner Information										
Owner Name:	L & B OCEAN CITY LLC			Use:	COMMERCIAL					
Mailing Address:	6502 S POINT RD BERLIN MD 21811-2634			Principal Residence:	NO					
				Deed Reference:	/05199/ 00375					
Location & Structure Information										
Premises Address:		9529 STEPHEN DECATUR HWY OCEAN CITY 0-0000		Legal Description:	PAR 1-B 1,857 ACS W/S R-611 RESUB PL PAR 1 SOUTH POINT SUBDIV					
Map:	Grid:	Parcel:	Sub District:	Subdivision:	Section:	Block:	Lot:	Assessment Year:	Plat No:	102027
0026	0018	0274		0000			1B	2016		
Special Tax Areas:			Town:			NONE				
			Ad Valorem:							
			Tax Class:							
Primary Structure Built	Above Grade Living Area	Finished Basement Area	Property Land Area	County Use						
1986	14,100 SF		1,8500 AC							
Stories	Basement	Type	Exterior	Full/Half Bath	Garage	Last Major Renovation				
		STORAGE WAREHOUSE								
Value Information										
	Base Value	Value	Phase-in Assessments							
		As of	As of	As of						
		01/01/2016	07/01/2017	07/01/2018						
Land:	419,900	326,200								
Improvements	89,100	133,800								
Total:	509,000	460,000	460,000	460,000						
Preferential Land:	0			0						
Transfer Information										
Seller: BUSH, LEWIS W. & BETTY S.			Date: 02/18/2009			Price: \$0				
Type: NON-ARMS LENGTH OTHER			Deed1: SVH /05199/ 00375			Deed2:				
Seller: SOUTH POINT INDOOR CLUB INC			Date: 05/10/2001			Price: \$480,000				
Type: ARMS LENGTH IMPROVED			Deed1: SVH /03040/ 00328			Deed2:				
Seller: PARKER EUGENE R JR			Date: 12/03/1985			Price: \$0				
Type: NON-ARMS LENGTH OTHER			Deed1: WCL /01140/ 00075			Deed2:				
Exemption Information										
Partial Exempt Assessments:	Class	07/01/2017			07/01/2018					
County:	000	0.00								
State:	000	0.00								
Municipal:	000	0.00 0.00			0.00 0.00					
Tax Exempt:	Special Tax Recapture:									
Exempt Class:	NONE									
Homestead Application Information										
Homestead Application Status: No Application										
Homeowners' Tax Credit Application Information										
Homeowners' Tax Credit Application Status: No Application Date:										

6

RESOLUTION NO. 17 - 19

**RESOLUTION CREATING THE MYSTIC HARBOUR SANITARY SERVICE AREA
SEWER EDU ALLOCATION PROCESS**

WHEREAS, the Mystic Harbour Wastewater Treatment Plant (WWTP) was upgraded and expanded in 2014 to provide additional sanitary sewer treatment capability to serve residential and commercial needs of properties within the Mystic Harbour Sanitary Service Area (SSA); and

WHEREAS, the upgrade and expansion resulted in a total of 200,000 gallons per day of additional sewage treatment capacity in the Mystic Harbour WWTP which created a total of 666 new Equivalent Dwelling Units (EDUs) of sewer capacity at a rate of 300 gallons per day per EDU which are now available in the Mystic Harbour SSA; and

WHEREAS, the planning documents included in the latest approved *Worcester County Water and Sewerage Master Plan* amendment regarding the Mystic Harbour SSA identified a number of goals for the additional capacity and included a chart (attached hereto) allocating the new EDUs to different areas within the Mystic Harbour SSA for different purposes; and

WHEREAS, on March 15, 2016, the Worcester County Commissioners reviewed and approved an implementation policy for the newly available sewer EDUs in the Mystic Harbour/West Ocean City SSA Overlay Area; and

WHEREAS, upon the recommendation of the Worcester County Water and Sewer Committee, the County Commissioners have determined that it is prudent to have an allocation process in place for all 666 new sewer EDUs in the Mystic Harbour SSA, not just those aimed at the Overlay Area, to include County Commissioner approval of future allocations.

NOW, THEREFORE, BE IT RESOLVED by the County Commissioners of Worcester County, Maryland that the following Mystic Harbour Sanitary Service Area EDU Allocation Process is hereby adopted:

1. The allocation of Mystic Harbour Sanitary Service Area sewer EDUs shall only be approved for properties with an existing demonstrated need and in connection with either a permit or plan application specifying how and where the capacity will be allocated:
 - A. The project must apply to the County Commissioners for the EDU allocation while the project is pending as follows:
 - i. Single Family Dwellings and change of use commercial spaces - The property owner or their representative must apply for and receive any needed EDU allocation prior to receiving any permit for the project. EDU(s) must be paid for in full at time of the first permit application.
 - ii. Minor Site Plans and other projects requiring administrative approvals - The project must have completed the Technical Review Committee process (when required) or the granting of an administrative waiver before applying to the County Commissioners for EDU allocation. The project must have EDU allocations prior to the project applying for final signature approval with the Zoning Administrator. A deposit shall be required upon application as detailed in

Section 1B hereof. The remaining balance to purchase the EDUs shall be paid prior to any project permit being issued.

- iii. Major Site Plans - The project must have completed the Technical Review Committee process before applying to the County Commissioners for EDU allocation. The project must have EDU allocations prior to the project applying for final site plan approval with the Planning Commission. A deposit shall be required upon application as detailed in Section 1B hereof. The remaining balance to purchase the EDUs shall be paid prior to any project permit being issued.
 - iv. Residential Planned Community (RPC) - Concurrent with Step 1 of the RPC approval process, the project shall apply to the County Commissioners for EDU allocation. The project cannot move to Step 2 of the RPC approval process without sufficient EDUs being allocated. A deposit shall be required upon application as detailed in Section 1B hereof.
- B. Included with the application shall be a \$1,000 deposit per EDU applied for. If the County Commissioners deny the allocation or if the Planning Commission fails to approve the site plan, the deposit shall be returned. If the County Commissioners approve the allocation and if the Planning Commission approves the site plan or RPC, the deposit is non-refundable.
 - C. If the project approvals expire, the project shall lose its allocation of EDUs. The County shall return the amount paid to purchase the EDUs less the non-refundable deposit.
 - D. If after one year of the project having EDUs allocated to it, a building permit has still not been issued for the project, an additional deposit of \$1,000 per EDU per year shall be required for each year of additional reservation of service up to a maximum of five years. No reservation shall be allowed beyond five years. The additional deposit shall be paid not less than 60 days prior to the anniversary date of the original allocation approval. If the additional deposit is not paid as required or if five years elapses, the EDU allocation shall be null and void and all prior deposits shall be forfeited.
 - E. Applications shall be submitted to: Worcester County Administration, Government Center - Room 1103, One West Market Street, Snow Hill, MD 21863.
2. There shall be no transfers of sewer allocations permitted in the Mystic Harbour Sanitary Service Area (MHSSA) by property owners who have excess capacity allocated to their properties. In the event that excess sewer capacity exists on a property as a result of changes or modifications to the original development plan, any and all excess capacity shall revert to the MHSSA two years after the issuance of the certificate of occupancy for the last building shell in the project. The property owner shall only be entitled to the return of the amount of the original price paid to the County for the EDUs less the non-refundable deposit. The property owner shall be notified in writing of the forfeiture of the unused capacity. Such notice shall be sent by registered mail to the property owner(s) address as identified on the tax assessment rolls as maintained by the Maryland Department of Assessments and Taxation.
 3. The current equity contribution in fiscal year 2018 (FY18) for each Mystic Harbour Sanitary Service Area sewer EDU is \$7,700, with quarterly debt service payments of \$54 per EDU

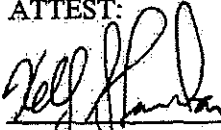
thereafter until the debt is paid in full. The equity contribution will be recalculated each fiscal year to include the debt service from the prior year. Quarterly debt service payments may be adjusted in the future to pay for additional debt incurred by the Mystic Harbour Sanitary Service Area.

4. Upon allocation of the EDUs, accessibility charges as established in the annual budget for the Mystic Harbour Sanitary Service Area shall become due and payable on a quarterly basis. The current accessibility charge is \$150 per quarter per EDU. Accessibility charges are non-refundable should the applicant fail to utilize the allocated EDUs.

AND, BE IT FURTHER RESOLVED that this Resolution shall take effect upon its passage.

PASSED AND ADOPTED this 19th day of September, 2017.

ATTEST:



Harold L. Higgins - Kelly Shamahan
Chief Administrative Officer; Assistant CAO

COUNTY COMMISSIONERS OF
WORCESTER COUNTY, MARYLAND



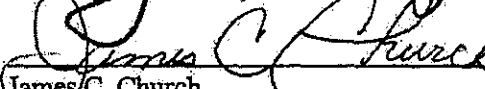
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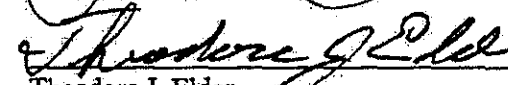
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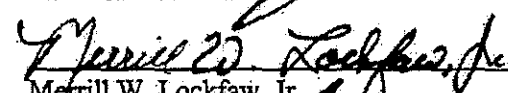
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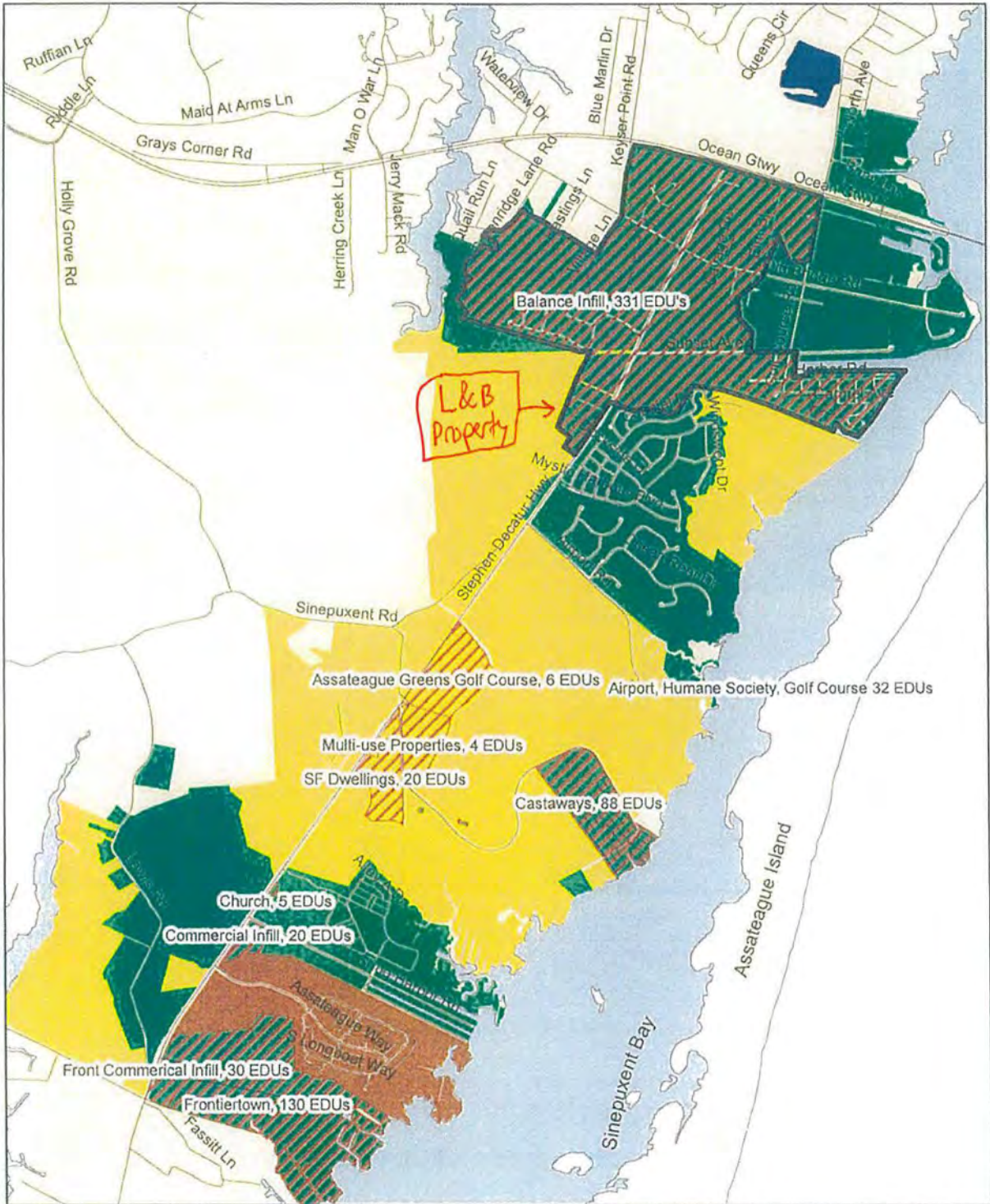
Allocation of Sewer EDUs in Mystic Harbour Sanitary Service Area (New Capacity as of 3/20/18)

North of Airport, North of Antique Road, East and West of Route 611 - "Area 1"	Original Allocation	Current Adjusted Allocation	Sold and In Service	Sold and Not In Service	Remaining Allocation	Footnotes
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Assateague Greens Executive Golf Course/Range-9-holes	6	6	0	0	6	
Ocean City Airport, Clubhouse and Humane Society	32	32	32		0	1
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Subtotal EDUs in "Area 2"	335	341	120	168	53	
TOTAL EDUs	666	666	120	195	351	

Note: See attached map for location of EDU allocations

Footnotes:

- 1 - Transferred 32 EDUs to Town of Ocean City on June 3, 2014 as part of the Eagles Landing Spray Irrigation MOU.
- 2 - Sold 88 EDUs to Castaways Campground on July 3, 2014.
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Mystic Harbour Sewer Planning Area
New Mystic Capacity--666 EDU's

Prepared by the Worcester County
Department of Environmental Programs
June 2015

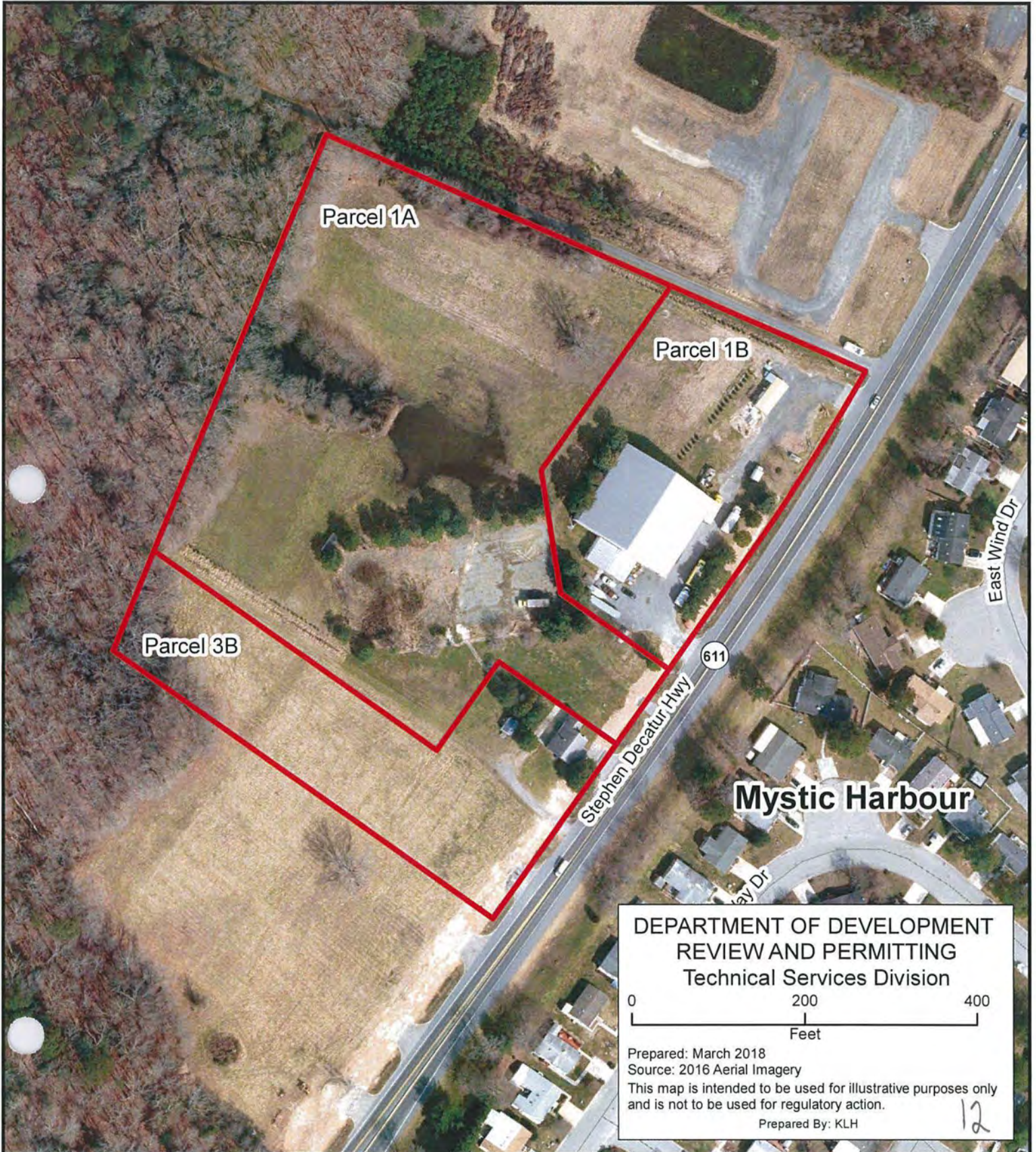


WORCESTER COUNTY, MARYLAND



Tax Map: 26, Parcel 274, Parcels 1A, 1B and 3B

AERIAL MAP





7

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

JOHN H. TUSTIN, P.E.
DIRECTOR

JOHN S. ROSS, P.E.
DEPUTY DIRECTOR

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

MEMORANDUM

TO: Harold L. Higgins, Chief Administrative Officer
FROM: John H. Tustin, P.E., Director *JHT*
DATE: March 26, 2018
SUBJECT: One (1) Cab Tractor Farm Type Off Road

DIVISIONS

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

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

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

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

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

The Department of Public Works, Solid Waste Division is requesting authorization to solicit bids for the purchase of **One (1) Current Year Cab Tractor Farm Type Off Road.**

Attached, for your review and approval are the required Notice to Bidders, Bid specifications, Bid Form and Vendor's List. Funds to purchase this equipment were approved in the amount of \$85,000.00, in the current FY 18 operating budget from account 680.7002.9010.

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

Attachments

cc: Mike Mitchell

DRAFT

NOTICE TO BIDDERS

Purchase of One (1) Current Year Cab Tractor Farm Type Off Road Worcester County, Maryland

The Worcester County Commissioners are currently accepting bids for the purchase of **One (1) Current Year Landfill Cab Tractor Farm Type Off Road** for the Department of Public Works – Solid Waste Division. Bid specification packages and bid forms are available from the office of the County Commissioners, Room 1103 – Worcester County Government Center, One West Market Street, Snow Hill, Maryland 21863-1072. Sealed bids will be accepted until 1 pm on, Monday, April 23, 2018, in the Office of the County Commissioners at the above address. Envelopes shall be marked “**One (1) Current Year Cab Tractor Farm Type Off Road**” in the lower left-hand corner. After opening, bids will be forwarded to the Public Works Department for tabulation, review and recommendation to the County Commissioners for their consideration at a future meeting. In awarding the bid, the Commissioners reserve the right to reject any and all bids, waive formalities, informalities and technicalities therein, and to take whatever bid they determine to be in the best interest of the County considering lowest or best bid, quality of goods and work, time of delivery or completion, responsibility of bidders being considered, previous experience of bidders with county contracts, or any other factors they deem appropriate. All inquires shall be directed to Michael Mitchell, Solid Waste Superintendent at (410) 632-3177.

The price or prices quoted shall include all transportation charges including all applicable motor vehicle fees fully prepaid to (address at destination).

Purchaser desires delivery to be completed within 90 days from date of award. Bidder certifies delivery will be completed in 120 days from date of award.

Awards will be made on the best value offered. Clauses requiring specific guarantees to cover parts delivery, total repairs and resale value may be included. The quality of the articles to be supplied, their conformity with the specifications, their suitability to requirements, delivery terms and guarantee clauses shall be taken into consideration.

The purchaser reserves the right to reject any or all bids, waive any informality in bids and accept in whole or in such bid or bids as may be deemed in the best interest of the purchaser.

APPROVED EQUALS

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

GENERAL REQUIREMENTS:

1. The bidder must submit with the bid a complete set of specifications on the unit proposed. Copies of standard and extended warranties shall be submitted with bid.
2. The unit must meet all emission, sound and safety controls required by Federal, O.S.H.A and M.O.S.H.A regulations.
3. Prior to delivery, the unit shall be:
 - a. Complete with all accessories and equipment properly installed and operational.
 - b. Cleaned, lubricated and ready for immediate use.

SPECIFICATIONS:

The equipment called for in this specification shall be **One (1) Current Year Cab Tractor Farm Type Off Road** to be used by the Worcester County Public Works Dept. – Solid Waste Division. It shall be the standard product of one manufacturer. The selling dealer shall provide the parts and service facilities to properly service the machine and all its components and assure its performance. Any and all parts or attachments not specifically mentioned but necessary to furnish complete equipment shall be furnished by the successful bidder and they shall conform in strength, quality of material and workmanship to what is usually provided by good engineering practice indicated in these specifications. Cab Tractor shall be the current model in production at time of bid.

BID SPECIFICATIONS

1. Bids

- A. Bids should be submitted in sealed envelopes clearly marked in lower left-hand corner "Cab Tractor Farm Type Off Road Bid".

2. Late Bids

- A. Bids should be mailed or hand-carried to be received in the Office of the County Commissioners by or before 1:00 p.m. on Monday, April 23, 2018. Bids received after the appointed time will not be considered.

3. Taxes

- A. The County is exempt from all Federal and States taxes. Therefore, bidders' price should reflect the same.

4. Scope of Work

- A. To supply one current year cab tractor Farm Type off Road.
- B. Vendor is responsible for delivery of awarded equipment to the Department of Public Works – Solid Waste Division, at 7091 Central Site Lane, Newark, MD, 21841. All paperwork shall accompany equipment.

5. Payment

- A. Submit payment to the Department of Public Works Solid Waste Division for review and processing upon delivery of said new equipment purchase.

6. Award of Contract

- A. Bids will be opened by the Chief Administrative Officer or Assistant Chief Administrative Officer in the Office of the County Commissioners and read aloud at 1:00 p.m. on Monday, April 23, 2018.
- B. The Department of Public Works shall prepare a tabulation of said bids and a recommendation to the County Commissioners at the next regular meeting of the Commissioners. In awarding the bids, the Commissioners reserve the right to reject any and all bids, waive formalities, informalities and technicalities herein, and to take whatever bid they determine to be in the best interest of the County considering lowest or best bid, quality of goods and work time of delivery or completion, responsibility of bidders being considered, previous experience of bidders with County contracts, or any other factors they deem appropriate.

7. Equipment Specifications

The following specifications represent one (1) current production model cab tractor Farm Type Off Road or equivalent for Worcester County Public Works Solid Waste Division.

1. Make, Model and Type:

John Deere; Ford; Case; Kubota; or equivalent;
Designed for general purpose usage; Minimum 120 HP,
95 PTO HP Diesel wet sleeve engine.

2. Transmission:

12 forward and 12 reverse with power reverser minimum;
Differential lock; Heavy duty clutch;
4Wheel Drive.

3. PTO and Hydraulics:

Independent 540 PTO;
3 remote hydraulics with quick couplers; Minimum 21 GPM.

4. Hitch and Drawbar:

Category 2 three point hitch; One
piece lower lift arms; Standard
drawbar.

5. Cab and Trim:

Heat and air conditioning;
Foot accelerator;
Tool box;
Heavy duty alternator;
Standard LED lights with LED amber strobe on top of cab;
AM-FM Radio;
Rear windshield wiper;
Swivel seat; SMV sign.

6. Axles, Wheels and Tires:

Standard MFWD axle;
Front Tires 380/85R28
Rear Tires 460/85R38;

7. Warranty:

Minimum 2 year / 2,000 hour factory warranty;
All warranty work on equipment shall be provided on site or transported to and/or from the dealership at
dealer's cost;
Optional warranty: 3 year / 3,000 hour on engine, powertrain, and electronics.

8. Miscellaneous:

Owner's Manual;

Parts Manual

Service Manual;

Minimum 600 lb. weight on front of tractor;

Mirrors on outside of cab 8" x 10";

If there is any specification differences please make sure to note them when submitting your bid.

Bid Form

I have reviewed the specifications and provisions for furnishing **One (1) Current Year Cab Tractor Farm Type Off Road** and understand the said requirements.

I hereby propose to furnish this unit as follows:

One (1) Current Year Cab Tractor Farm Type Off Road

Make: _____ Model: _____

Delivered to: Department of Public Works - Solid Waste Division
7091 Central Site Lane, Newark, Maryland, 21841

Total Cost Per Unit: \$ _____

Total Bid Price including delivery: \$ _____

Warranty Option Cost Per Unit: \$ _____

If there is any specification differences please note them when submitting your bid.

Described unit will be delivered within _____ calendar days from receipt of written order.

BID MUST BE SIGNED TO BE VALID.

Date: _____

Signature: _____

Typed Name: _____

Title: _____

Firm: _____

Address: _____

Phone: _____

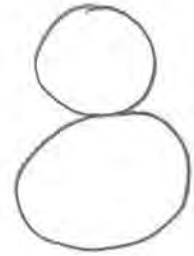
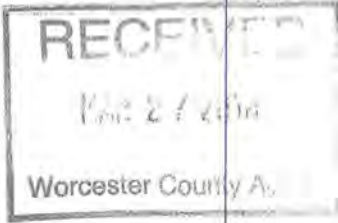
BIDDER'S LIST

Atlantic Tractor
31415 John Deere Drive
Salisbury, MD 21804
Gary Yorton
gyorton@atjd.net
410 860 0676

Burke Equipment - Seaford, INC.
11196 East Snake RD.
Delmar, DE 19940
Phil Timmons
ptimmons@burkeequipment.com
410 430 3388
(302) 248-7070

Hooper Inc
6367A Stein Hwy
Seaford, DE 19973
Mark Dempsey
mrdempsey@hooper.com
302-262-2627

Selbyville Tractor & Equipment, Inc.
36611 Dupont Highway Selbyville DE 19975
(302) 436-5121
(800) 292-6542
sales@selbyvilletractorde.com



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



JOHN H. TUSTIN, P.E.
DIRECTOR

JOHN S. ROSS, P.E.
DEPUTY DIRECTOR

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

MEMORANDUM

TO: Harold L. Higgins, Chief Administrative Officer
FROM: John H. Tustin, P.E., Director *JHT*
DATE: March 27, 2018
SUBJECT: Maryland Recycling Act Tonnage Report

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

I've attached for your information the preliminary Maryland Recycling Act (MRA) tonnage reporting survey for Calendar Year 2017 which calculates a recycling rate of 33.16%. This document is required to be submitted to the Maryland Department of the Environment no later than March 31st of each year. Calendar Year 2017's rate is the highest it has been in at least the last 10 years and in recent past in 2013 we had a 29% rate and in 2016, a 24.5% rate as we saw a continual decline over the past 5 years.

I attribute the higher rate this year to the aggressive nature of Mike McClung, your Recycling Coordinator, as he has sought additional private business' inclusion in the recycling program. It was also Mike's initiative and recommendation to no longer accept and recycle televisions and other electronic devices saving the County around \$60,000 per year.

I applaud Mr. McClung's assertiveness in his new position and give him all the credit for enhancing the program and achieving this higher rate of recycling within Worcester County.

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

Attachment

cc: Mike Mitchell

MARYLAND DEPARTMENT OF THE ENVIRONMENT
 Land and Materials Administration • Resource Management Program
 1800 Washington Boulevard • Suite 610 • Baltimore, Maryland 21230-1719
 410-537-3314 • 800-633-6101 x3314 • www.mde.maryland.gov/recycling

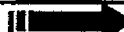
Maryland Recycling Act (MRA) Tonnage Reporting Survey
FORM A – County Solid Waste Accounting Form for 2017

County: WORCESTER Reporting Period: Jan. thru Dec.
 Solid Waste Manager: MICHAEL MITCHELL Phone Number: 410-632-3177
 Recycling Coordinator: MICHAEL MCCLUNG Phone Number: 410-632-3177

TABLE A1 – Waste Disposed*

Name and Location of Disposal Facility Accepting Waste Collected in Your County ^	Type of Facility	MRA Waste (tons)	Non-MRA Waste (tons)	Total Waste Disposed (tons)
WORCESTER COUNTY 7091 CENTRAL SITE LANE NEWARK, MD 21841	SUB-TITLED D	28,814.00	45,014.00	73,828.00
WORCESTER COUNTY 65TH STREET OCEAN CITY, MD 21842	TRANSFER STATION	35,403.75	2,488.56	37,892.31
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00

2

				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
TOTAL	A 	64,217.75	47,502.56	111,720.31

- * For more detailed guidelines, refer to the *Maryland Recycling Act (MRA) Tonnage Reporting System Guidelines*, available under "County Coordinator Resources" on MDE's recycling web page.
- ▲ This list should ONLY INCLUDE waste not accepted at a Maryland Permitted Solid Waste Acceptance Facility (a list of which is available in the "County Coordinator Resources" section of the Maryland Department of the Environment's (MDE) waste diversion web page at www.mde.maryland.gov/recycling). Waste reported to MDE by Solid Waste Acceptance Facilities, as required by § 9-204(n)(4)(i) of the Environment Article, will be included in County waste totals by MDE. See *MRA Tonnage Reporting Survey Guidelines*
- ▲ For use in Table C1 – Maryland Recycling Act Waste Diversion Rate Calculation.

Please provide a brief explanation of how the weight of Non-MRA waste was determined.

I certify, to the best of my knowledge, that the tonnage claimed on this form is accurate and based upon actual records maintained by solid waste acceptance facilities. These tonnage records will be made available to MDE for auditing purposes, if requested (*Complete "Signature", "Title", and "Date" by hand*).

_____/_____/_____ / _____ / _____
Signature Title Date

FORM B – County Recycling Accounting Form

TABLE B1 – MRA Materials Recycled*

Category	MRA Recyclables	Residential (Tons)	Commercial (Tons)	Total (Tons)
Commingled Containers	Commingled Containers	638.73	4,155.76	4,794.49
Compost/Mulch (Yard) <small>Landscaping material only. Landclearing materials included in Table B2 (1)</small>	Brush and Branches			0.00
	Grass			0.00
	Leaves			0.00
	Mixed Yard Waste	2,491.14	275.91	2,767.05
	Other (9):			0.00
Compost/Mulch (Other)	Food Waste			0.00
	MSW Compost (2)			0.00
	Wood Materials (3)			0.00
	Other (9): Saw Dust		12,250.91	12,250.91
Glass	Brown Glass			0.00
	Clear Glass			0.00
	Green Glass			0.00
	Mixed Glass	210.33		210.33
	Other (9):			0.00
Metals	Aluminum Cans	63.28	5.36	68.64
	Back-End Scrap			0.00
	Lead Acid Batteries		51.21	51.21
	Mixed Cans (Al, Sn, Steel)	44.34	6.18	50.52
	Tin (Sn)/Steel Cans			0.00
	White Goods	35.68	7.30	42.98
	Other (9):			0.00
Paper	Magazines			0.00
	Mixed Paper		24.16	24.16
	Newspaper	554.90		554.90
	Office/Computer Paper:			0.00
	Old Corrugated Cardboard	416.12	1,803.73	2,219.85
	Other (9):			0.00
Plastic	Mixed Plastic	232.59	121.33	353.92
	Plastic #:			0.00
	Plastic #:			0.00
	Other (9):			0.00
Other Materials	Animal Protein/Solid Fat (4)		40.70	40.70
	Electronics	4.24	7.09	11.33
	MSW-to-Energy Ash			0.00
	Pallets (5)			0.00
	Textiles	276.58		276.58
	Tires (6) (Recycled)	66.00	323.89	389.89
	Tires (7) (Retread)			0.00
	Tires (8) (Cement Kiln 12%)			0.00
	Other (9): Batteries		0.20	0.20
Table B1b Total (Tons)		0.00	7,751.68	7,751.68
TOTAL MRA (TONS)		5,033.93	26,825.41	31,859.34

* For more detailed guidelines, refer to the *Maryland Recycling Act Tonnage Reporting System Guidelines* (Guidelines), available under "County Coordinator Resources" on MDE's recycling web page.

(1) information.

(2) Report only that portion that is marketed. See Guidelines for further information.

* For more detailed guidelines, refer to the *Maryland Recycling Act Tonnage Reporting System Guidelines*, available under "County Coordinator Resources" on MDE's recycling web page.

TABLE B2 – Non-MRA Materials Recycled*

Non-MRA Recyclables	Residential (Tons)	Commercial (Tons)	Total (Tons)
Antifreeze		5.04	5.04
Asphalt			0.00
C&D Debris		14,560.20	14,560.20
Coal Ash (Fly Ash, Pozzolan)			0.00
Concrete	1,352.82		1,352.82
Landclearing Debris (1)		3,055.00	3,055.00
Scrap Automobiles			0.00
Scrap Metal	224.99	34.56	259.55
Sewage Sludge	2,834.62		2,834.62
Soil		3,055.00	3,055.00
Waste Oil	36.75	73.72	110.47
Other (2):			0.00
Other (2):			0.00
Other (2):			0.00
Other (2):			0.00
Other (2):			0.00
Other (2):			0.00
Other (2):			0.00
Other (2):			0.00
Other (2):			0.00
Other (2):			0.00
Other (2):			0.00
Other (2):			0.00
Other (2):			0.00
Other (2):			0.00
Other (2):			0.00
TOTAL NON-MRA (TONS)	4,449.18	20,783.52	25,232.70

* For more detailed guidelines, refer to the *Maryland Recycling Act Tonnage Reporting System Guidelines*, available under "County Coordinator Resources" on MDE's recycling web page.

- (1) Earthen materials (i.e., clays, sands, gravels, and silts), topsoil, tree stumps, root mats, brush and branches, logs, vegetation, and rock from land clearing operations that if not recycled are discarded in landclearing debris, Rubble, or C&D landfills. See Table B1 for landscaping
- (2) List the Non-MRA recyclable material.

6

TABLE C1 – Maryland Recycling Act Waste Diversion Rate Calculation

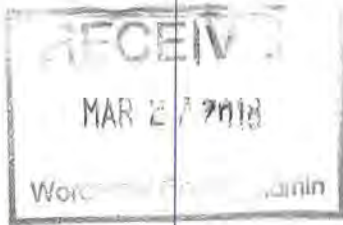
Non-permitted MRA Waste ("A" in Table A1)	64,217.75	A
Permitted MRA Waste (from MDE)		A2
Total MSW Compost ("B" in Table B1)	0.00	B
Total Back-End Scrap Metal ("C" in Table B1)	0.00	C
Total MSW-to-Energy Ash ("D" in Table B1)	0.00	D
Total MRA Tons Recycled ("E" in Table B1)	31,859.34	E
Total (A + A2 - B - C - D + E)	96,077.09	F
MRA Recycling Rate ((E + F) x 100)	33.16%	G
County Source Reduction Credit		H
County Waste Diversion Rate (G + H)	33.16%	

* I certify, to the best of my knowledge, that the tonnage claimed on this form is accurate and based upon actual records maintained by the County. These tonnage records will be made available to MDE for auditing purposes, if requested (*Complete "Signature", "Title", and "Date" by hand*).

_____/_____/_____
 Signature Title Date



9



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

JOHN H. TUSTIN, P.E.
DIRECTOR

JOHN S. ROSS, P.E.
DEPUTY DIRECTOR

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

MEMORANDUM

TO: Harold L. Higgins, Chief Administrative Officer
FROM: John H. Tustin, P.E., Director *JHT*
DATE: March 20, 2018
SUBJECT: Bid Recommendation
Chip Seal Surfacing of County Roadways – FY18

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

Bids were received and opened on Tuesday, March 13, 2018 for chip seal surfacing of approximately 31.67 miles (334,319 sy) of County roads. Attached for your review and approval are the three bids received along with a summary of cost listed below.

Vendor	Cost Per Sq. Yard	Total Estimated Cost	Page
Russell Standard Corp, Mars, PA	\$1.41	\$471,389.79	3
American Paving Fabrics, Hanover, MD	\$1.5473	\$517,291.78	9
Green Dream International, Alexandria, VA	\$3.39	\$1,133,341.41	11
		<i>Bid Specifications</i>	14

Upon review by the Department of Public Works, Roads Division, it was determined that all three bids received did meet the required specifications; therefore, it is requested that the Commissioners approve and accept the low bid of \$1.41 per square yard at a total estimated cost of \$471,389.79 submitted by Russell Standard Corp. Funding in the amount of \$1,500,000 for road resurfacing projects is available this spring in the General Fund – Assigned Fund Balance. References and company documentation were supplied.

Should you have any questions, please don't hesitate to call me.

Attachments

cc: Frank Adkins

Competitive Bid Worksheet

Item: Chip Seal Surfacing of County Roadways - Spring 2018

Bid Deadline/Opening Date: 1:00 P.M., Tuesday, March 13, 2018

Bids Received by deadline = 3

Chip Seal Surfacing

31.67 miles of Roads

334,319 square yards± of

7RC Chip Seal

Vendor's Submitting Bids

Fixed Price per Square Yard

Green Dream International

2331 Mill Road, Suite 100

Alexandria, VA 22314

\$ 3.39

Russell Standard Corp.

P.O. Box 802

Mars, PA 16046

\$ 1.41

American Paving Fabrics

6910 O'Conner Road

Hanover, MD 21076

\$ 1.5473

BID FORM

“Chip Seal FY18”

I/We have reviewed the specifications and provisions for furnishing and applying approximately 334,319 square yards ± of 7 RC Chip Seal to approximately 31.67 miles ± of roads at various locations in Worcester County and understand said requirements. I/We hereby propose to furnish and apply.

334,319 Square Yards ± 7 RC Chip Seal @ \$ 1.41 per square yard

Work is to be completed by **June 15, 2018**.

BID MUST BE SIGNED TO BE VALID.

Date: 3/12/18

Signature: 

Typed Name: Mike Rowe

Title: Area Manager

Firm: Russell Standard Corporation

Address: PO Box 802

Mars, PA 16046

Phone: 724-625-1505

CNA SURETY

CNA Plaza, Chicago IL 60685-0001

BID BOND

KNOW ALL MEN BY THESE PRESENTS: That we **Russell Standard Corporation**, Principal,
PO Box 802, Mars, PA 16046
and **Western Surety Company**, Surety, are held and firmly bound
One PPG Place, Suite 2920, Pittsburgh, PA. 15222
unto **Worcester County, One West Market Street, Snow Hill, MD 121863**, Obligee,

in the sum of **10% of Total Bid** Dollars (\$ _____),
for the payment of which we bind ourselves, our legal representatives, successors and assigns,
jointly and severally, firmly by these presents.

WHEREAS, Principal has submitted or is about to submit a proposal to Obligee on a contract
for

Chip Seal FY18

NOW, THEREFORE, if the said contract be awarded to Principal and Principal shall, within
such time as may be specified, enter into the contract in writing and give such bond or bonds as
may be specified in the bidding or contract documents with surety acceptable to Obligee; or if
Principal shall fail to do so, pay to Obligee the damages which Obligee may suffer by reason of
such failure not exceeding the penalty of this bond, then this obligation shall be void; otherwise to
remain in full force and effect.

Signed, sealed, and dated this **13** day of **March, 2018**

Russell Standard Corporation

Principal

By: 

(Seal)

Mike Rowe, Area Manager

Western Surety Company

Surety

By: 

(Seal)

Kathleen A. Vansovich, Attorney-in-Fact

A179

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Linda Donahue, Cynthia A Hiday, Suzanne M Rozek, Michael D Ward, Denise Nelson, Vicky Lynn Dielman, Geneva L Maher, Ryan Burke, Kathleen A Vansovich, Julieann Johnston, Karen A Townsend, Deborah L Williams, Individually

of Westerville, OH, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 21st day of March, 2016.



WESTERN SURETY COMPANY

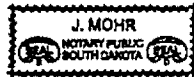
Paul T. Bruflat
Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 21st day of March, 2016, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

June 23, 2021



J. Mohr
J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 10th day of March, 2016.



WESTERN SURETY COMPANY

L. Nelson
L. Nelson, Assistant Secretary

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.



RUSSELL STANDARD CORP.

General Contractors
Manufacturers of Asphalt
Materials, Emulsions and
Coatings Since 1929

P.O. Box 802
Mars PA 16046
(724) 625-1505
(724) 625-1760
Fax

3/15/2018

Frank Adkins
Roads Superintendent
Worcester County, MD
410-632-2244
fadkins@co.worcester.md.us

Mr. Adkins,

This is our formal resume and qualifications packet for you review for the Worcester County Chip Seal Surfacing of Roadways contract award. Russell Standard has been in the pavement preservation business since 1929. I estimate that we tar and chip over 15,000,000 SY a year as a company. We also manufacture our own Asphalt Emulsion material for projects like yours. For Worcester County we will be bringing our Asphalt Material from our sister companies plant in Curtis Bay, MD. In addition to the list of references in this packet I can also refer you to Caroline and Kent Counties in Maryland. We have performed delivery and application of our asphalt emulsion products for both of them the past two years. I do not have specific contacts there but we have been scheduled to shoot emulsion for Caroline in May of this year.

Should you need any further information beyond what it provided in this packet please call me directly at 412-913-7178. I can provide you many, many more references if necessary.

Table of Contents:

1. Matthew W. Johnson, President, George Leach, Secretary/Treasurer
2. References for Russell Standard tar chip sealing operations (see attached)
3. Number of employees and detail on key field as to experience and skills (see attached)
4. Financials (see attached)
5. List of all work completed in the past three years, etc. (see attached)
6. List of equipment, etc. (see attached)
7. No "Prevailing Wage Complaints" are filed against our firm.
8. No "Indication of any Complaints" are known against our company
9. List of Suppliers (see attached)

Sincerely,

Mike Rowe
Area Manager

References:

- 1) Mary Trunzo
Indiana/Westmoreland County, PA Council of Governments
724-639-3417
- 2) Darren Wise
Assistant Maintenance Engineer
West Virginia Division of Highways – District 6
304-843-4135
- 3) Bob Crawford
Currently Head of Asphalt Maintenance with Mark West Energy Partners in Cadiz, OH (a current Russell Standard customer), formerly Maintenance Manager for PennDOT, Allegheny County, PA (also a long term Russell Standard customer)
412-337-4739
- 4) Andrew Cunningham
Currently Project Manager with Bear Construction in Bridgeport, WV (a current Russell Standard customer), formerly with West Virginia Department of Highways – District 4 (also a Russell Standard customer)
304-677-6024
- 5) Robert Leigh
Vice President
Mountaineer Contractors of Kingwood, WV
304-329-2129

BID FORM

"Chip Seal FY18"

I/We have reviewed the specifications and provisions for furnishing and applying approximately 334,319 square yards ± of 7 RC Chip Seal to approximately 31.67 miles ± of roads at various locations in Worcester County and understand said requirements. I/We hereby propose to furnish and apply.

334,319 Square Yards ± 7 RC Chip Seal @ \$ 11.5473 per square yard

Work is to be completed by **June 15, 2018.**

BID MUST BE SIGNED TO BE VALID.

Date: 3/12/18

Signature: 

Typed Name: SHAWN B. McGRATH

Title: Vice President

Firm: American Paving Fabrics Inc

Address: 6910 OCONNOR ROAD
HANOVER, MD. 21076

Phone: 410 - 379 - 2209



COUNTY-WIDE CHIP SEAL SURFACE TREATMENT EXPERIENCE & REFERENCES

PROJECT EXPERIENCE: Since the Company's beginning in 1992, and for the past ten years through the 2017 construction season, we have successfully furnished and placed a yearly average of 3,000,000 square yards of "Chip Seal" surface treatment for mostly County governments in the State of Maryland. In fact, of the twenty-three (23) counties in Maryland, we have successfully completed chip seal contracts in fourteen (14) of the political divisions, that do not perform chip seal operations with their own in-house crews and equipment. Many of these contracts are multi-year contracts, and include both large county programs like Washington County, who specifies a double-course of chip seal surface treatment that averages approximately a total of 900,000 square yards per construction season. Howard and Anne Arundel Counties each average approximately 250,000 – 300,000 square yards of chip seal in their annual maintenance programs contracts. Over the years, we have also completed chip seal contracts for neighboring Somerset and Wicomico Counties. One of our most recent projects that we completed last season was for the 45,000 square yard contract for Worcester County.

CHIP SEAL IN-HOUSE EQUIPMENT:

- STONE CHIPPER – Our Company owns five (5) hydrostatic and fully computerized "Etnyre" chip spreaders with the ability to cover up to 22' of lane width in one pass, if needed.
- EMULSION DISTRIBUTOR TRUCK – We own seventeen (17) fully computerized "Bearcat" distributor trucks, of which, four are dedicated to our chip seal contracts, and also have full-width bars up to 20'.
- TRI-AXLE DUMP TRUCKS AND RUBBER-TIRED LOADERS – The Company maintains seven (7), Tri-axle 20 ton dump trucks to transport material to the chipper from various stockpile locations. The Company owns six (6) rubber tire loaders with 3 cubic yard buckets that are available for loading the dump trucks assigned to a project.
- RUBBER-TIRED & STEEL WHEEL ROLLERS AND POWER BROOMS – The Company owns seven (7) rubber-tired rollers, three (3) steel wheeled rollers, and three (3) power brooms.

LIST OF REFERENCES: American Paving Fabrics, Inc. takes great pride in its impeccable reputation for the highest quality of workmanship, timely completion of scheduled work within compressed time frames, commitment to complete customer satisfaction, and for owning the latest and most advanced, and efficient equipment available for chip seal surface treatment contracts. In accordance with the last paragraph of the "Notice of Bidders", we are prepared to submit a list of names and contact information of our County Government Department of Public Works client references to you upon request, and as part of your evaluation of the bids to be submitted at 1:00 p.m. on Tuesday, March 13, 2018, for the "Chip Seal Bid".

Contact: Shawn McGrath, Vice President, mobile number 443/506-3418.

BID FORM

“Chip Seal FY18”

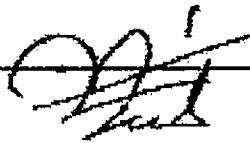
I/We have reviewed the specifications and provisions for furnishing and applying approximately 334,319 square yards ± of 7 RC Chip Seal to approximately 31.67 miles ± of roads at various locations in Worcester County and understand said requirements. I/We hereby propose to furnish and apply.

334,319 Square Yards ± 7 RC Chip Seal @ \$ 3.39 per square yard

Work is to be completed by June 15, 2018.

BID MUST BE SIGNED TO BE VALID.

Date: March 13, 2018

Signature:  _____

Typed Name: Varand Vartanian

Title: President

Firm: Green Dream International LLC

Address: 2331 Mill Rd, Suite 100
Alexandria, VA 22314

Phone: 202-455-8918

Worcester County DPW - Roads Division
5764 Worcester Highway
Snow Hill, MD 21863

March 13, 2018

SUBJ: Bid- Chip Seal Surfacing of Roadways Worcester County, Maryland

Dear Sir/Madam,

Green Dream International main office is in Alexandria, Virginia. We already have executed many road construction and repair projects and also supplying different kind of aggregate in West Virginia, New York, Pennsylvania and Maryland.

Some of our recent contracts in the same range are listed below. We have also attached the case studies and CPARS Reports of some of these projects for your attention.

Pennsylvania

Contract number: 4300544693
Contracting officer: Carol Durham
P: 717-783-3309
cdurham@pa.gov

New York

Contract number: P17PX02051
Contracting officer: Roselyn Sessoms
P: 718-354-4716
roselyn_sessoms@nps.gov

Arkansas

Contract number: P17PX03450
Contract Amount: \$67,733.97
Contracting officer: Kathryn Logsdon
P: 217-391-3225
kathryn_logsdon@nps.gov

Idaho

Contract Number: L16PX00376
Project Name: BDO Asphalt Crack Seal and Pavement Marking
Nikki Bachman, Contracting Officer
Boise District BLM
Boise, ID 83705
208-384-3317

Washington**Contract Number: P16PC00727**

Project Name: Paving in Elwha & Mora

Phaedra Fuller, Contract specialist

E-Mail: phaedra_fuller@nps.gov

P:(360) 565-3009/(360) 461-1827

California**Contract number: AG-9JGP-P-16-0156**

Project Name: Repairing road in National Forest and Eldorado National Forest

Contracting officer: Raymond Garleb

P: 530 478 6162

rgarleb@fs.fed.us

Should you have further questions, please contact Mark Alexander at telephone number 202-455-8918 or e-mail m.alexander@greendreamgr.com

Sincerely yours
Mark Alexander

Mark Alexander
Account Manager
Green Dream International

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



OFFICE OF THE
COUNTY COMMISSIONERS

Worcester County

GOVERNMENT CENTER
ONE WEST MARKET STREET • ROOM 1103

SNOW HILL, MARYLAND
21863-1195

February 21, 2018

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

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

FAXED
2/21/18 @ 3:47pm

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

Please print the attached Notice to Bidders in *The Daily Times/Worcester County Times/Ocean Pines Independent and Ocean City Digest/Ocean City Today* on March 1, 2018. Thank you.

NOTICE TO BIDDERS

Chip Seal Surfacing of Roadways Worcester County, Maryland

The Worcester County Commissioners are currently accepting bids for county-wide chip seal surfacing of various sections of roadways in Worcester County to be completed by June 15, 2018 and requiring approximately 334,319 square yards of 7RC Chip Seal for surfacing roughly 31.67 miles of road for the Roads Division of the Worcester County Department of Public Works. Bid specification packages and bid forms are available from the Office of the County Commissioners, Room 1103 - Worcester County Government Center, One West Market Street, Snow Hill, Maryland 21863, obtained online under the "Bids" drop-down menu in the lower right hand side of the home page at www.co.worcester.md.us or by calling the Commissioners' Office at 410-632-1194 to request a package by mail. **Sealed bids will be accepted until 1:00 PM, Tuesday, March 13, 2018** in the Office of the County Commissioners at the above address, at which time they will be opened and publicly read aloud. Envelopes shall be marked "Chip Seal Bid" in the lower left-hand corner. After opening, bids will be forwarded to the Department of Public Works for tabulation, review and recommendation to the County Commissioners for their consideration at a future meeting. In awarding the bid, the Commissioners reserve the right to reject any and all bids, waive formalities, informalities and technicalities therein, and to take whatever bid they determine to be in the best interest of the County considering lowest or best bid, quality of goods and work, time of delivery or completion, responsibility of bidders being considered, previous experience of bidders with County contracts, or any other factors they deem appropriate. All inquiries shall be directed to Frank Adkins, Roads Superintendent, at 410-632-2244, Monday through Thursday, 6:00 am to 4:30 pm.

Bid Specifications

The Worcester County Commissioners are currently accepting bids on Chip Seal. Sealed bids will be accepted until **1:00 PM, Tuesday, March 13, 2018**, at the Worcester County Commissioners Office, Room 1103, Worcester County Government Center, One West Market Street, Snow Hill, MD 21863 at which time they will be opened and publicly read aloud. After opening, bids will be forwarded to the Department of Public Works for tabulation, review and recommendation to the County Commissioners for award at a future date. **Envelopes must be marked in lower left corner with "Chip Seal Bid"**.

The work is to be completed by **June 15, 2018**. No bid bond is required. If all work is not completed as specified within liquidated damages shall be imposed as stated. **A pre-construction meeting will be required within five (5) days prior to commencement of work.**

ITEM I - 7 RC CHIP SEAL SPECIFICATIONS:

Miscellaneous: **No work will be performed on weekends or holidays.**

WARRANTY: All work and materials shall be warranted for a period of one year.

DESCRIPTION

This work shall consist of the application of a single course of asphalt surface treatment on various roads located in Worcester County in accordance with the attached oiling schedule.

The project requires the furnishing and application of all specified asphalt and Aggregate cover materials. The contractor provides all necessary labor, equipment and materials, including maintenance of traffic items.

DEFINITION OF TERMS

Single Seal Treatment is defined as one application of asphalt material and one application of cover aggregate. These roads are identified in the schedule with 1/3 gal/sy application rate for CRS-2PM.

SPECIFICATIONS

All work on this project shall be done in accordance with the Maryland Department of Transportation State Highway Administration "Standard Specifications for Construction & Materials" dated Oct. 1993 as revised to date. Asphalt emulsion and aggregate cover material are herein specified and selected from the above. Sectional references are to the State specifications.

Additional or deleted requirements to the above SHA Standard Specifications and supplemental CRS-2PM specifications are also listed herein and shall be a part of this contract

MATERIALS AND APPLICATION RATES

Referenced SHA section 503.02

Emulsified Asphalt shall be type CRS-2PM

Spray temp: 140-160 F

Spray rate: single coat of first coat: 0.3-0.5 gal/sy

Prior to construction the contractor shall submit for approval to the Engineer sources of supply for all materials.

Aggregates:

Spread rate: Single seal treatment: single coat: No. 8 @ 20-35 lb/sy

All aggregates shall be double washed stone. Aggregates shall not be used within 24 hours of washing.

Aggregate from more than one source shall not be furnished for a specified route or a group of subdivision routes unless permitted by the Engineer. Aggregate color shall be subject to the approval of the Roads Engineer. White granite is NOT acceptable. Samples must be submitted for approval.

CONSTRUCTION

SHA 503 governs as applicable

Equipment:

Referenced SHA section: 503.03.01

All equipment shall be subject to approval by the Engineer.

Delete SHA 505.03.01 (b) tailgate spreader. The aggregate spreader shall be a self-propelled model capable of covering 12 feet in one uniform application and adjustable for various rates.

Asphalt distributing equipment per SHA specifications.

Rollers: Steel-wheeled and pneumatic tire rollers are required. See following section below.

Power broom required. See following section below.

All other equipment per SHA specs. or as required for successful prosecution of the work.

Weather:

Referenced SHA section 503.03.02

Foundation Preparation:

The County will trim the shoulders of roads to be resurfaced.

The County will patch all ruts or potholes as deemed necessary.

The contractor shall power broom the surface to remove all loose and foreign materials prior to application of the asphalt. The power broom, operator, fuel, maintenance, and traffic control will not be paid for directly, and is considered incidental to the pay items in the schedule of prices.

Seal treatment:

The asphalt shall be sprayed on the surface at the rate herein specified. Excess material in pools shall be removed. Areas not accessible to the distributor must be hand hosed. Immediately following the asphalt application, a dry, dust free aggregate shall be spread on the surface at the application rate herein specified. All areas containing insufficient aggregate shall be corrected.

Verification:

The type, quantity, and temperature of asphalt material applied must be verified to the satisfaction of the inspector.

A ticket showing the certified weight of each individual truck load of cover aggregate must be presented to the inspector on the job for all cover material prior to spreading said material on the surface to be treated. Should the contractor elect to stockpile the cover aggregate, provisions must be made to weigh the material coming from the stockpile prior to applying the material to the roadway.

Rolling:

Immediately following the aggregate application, the surface shall be rolled until the aggregate is uniformly embedded into the asphalt. The rolling shall be discontinued if the aggregate begins to crush. The contractor shall use a steel wheel roller and a static-tire roller on seal treatments. These treatments shall be subjected to a minimum of one complete pass of each type of roller on each layer of cover.

Maintenance, Protection and Performance of the Work:

Completed sections shall be closed to traffic until the final seal coat has completely cured. The contractor shall maintain the treated surface after it has been opened to traffic until final acceptance.

The contractor shall exercise control of the delivery and application of the surface treatment materials to prevent damage to the roadway surface. The speed of the delivery equipment and pilot truck shall be limited as directed by the inspector. The maintenance and protection shall include, but not be limited to, the placement of signs; the use of flaggers and pilot trucks; and placement of additional asphalt and aggregate material. In the event a failure occurs prior to acceptance, the contractor shall repair or replace the failed treatment as directed by the Engineer.

POC:

The contractor shall designate a contact person and telephone number for the handling of complaints or claims of the public due to the contractor's operation.

Mail and paper box care:

The contractor's attention is called to mail or paper boxes on this project that may be within the limit of work. These boxes if required to be moved for equipment shall be the contractor's responsibility. They shall be moved to a suitable location that mail and papers may be received as usual. When construction in a given area has reached the stage that there is no more conflict with such boxes, they shall be placed permanently at or near their original location to conform with U.S. postal requirements. If these boxes or their supports are damaged by the contractor during construction of this project, they shall be repaired or replaced in kind at the contractor's expense.

No additional payment will be made to the contractor for adjustments to the existing mail and or paper boxes, but will be considered incidental to other pay items.

MAINTENANCE OF TRAFFIC

Conformance requirements:

SHA "Standard Specifications for Construction and Materials" (SHA Standard Specifications) section 104

SHA "Book of Highway Standards"

FHA "Manual on Uniform Traffic Control Devices" (MUTCD)

The contractor must maintain traffic at all times throughout the entire length of the project, including public and private and commercial entrances, street intersections, etc.

Traffic Manager (TM) - Traffic Control Plan (TCP)

Referenced SHA section 104.02.03

The contractor shall appoint a Traffic Manager responsible for Maintenance of Traffic conformance requirements. This individual shall develop and submit to the County a Traffic Control Plan suitable to his plan of construction for a given location. This plan will be reviewed with the project inspector and jointly agreed upon prior to starting the work. If during the course of the work adjustments are necessary to traffic control measures the contractor shall take corrective action as required or directed.

Temporary Traffic Signs (TTS):

The contractor shall furnish and install all necessary TTS as required by Sec. 6B of the MUTCD.

Cones:

Cones shall meet the requirements of Sec. 104.14 SHA Standard Specifications.

Flaggers-Pilot Vehicles-Radio Communication:

The contractor shall furnish all necessary MD SHA Certified flag persons in conformance with Section 6F of the MUTCD and Sec. 104.15 of the SHA Standard Specifications. Flaggers shall use STOP/SLOW paddles. Two-way radios or pilot vehicles shall be used whenever flaggers are not within sight distance of each other, or when directed by the Engineer.

Basis of Payment:

All aforementioned items under this section Maintenance of Traffic will NOT be paid for directly and shall be considered incidental to the other pay items in the schedule of prices for Chip Seal Surface Treatment.

MOBILIZATION:

Movement of personnel and equipment to and from the project sites and staging equipment will not be paid for directly and shall be considered incidental to the other pay items.

METHOD OF MEASUREMENT AND BASIS OF PAYMENT

Chip Seal Surface Treatment will be measured and paid for at the Contract unit price per square yard for one or more of the items listed in the schedule of prices in the bid proposal. The payment will be full compensation for mobilization, maintenance of traffic, preparation, furnishing, hauling, placing all required materials, and for all labor, equipment, tools, and incidentals necessary to complete the work.

All correspondence and invoices are to be sent to the Worcester County Public Works Department, Roads Division, 5764 Worcester Highway, Snow Hill, MD 21863.

The County Commissioners shall be the sole judge as to whether or not any bid meets specifications. The County Commissioners reserve the right to accept or reject any bid in the best interest of the County.

1. **LIQUIDATED DAMAGES** - For each day that the work shall remain uncompleted after the time specified for completion, the sum per day, given in the following schedule shall be deducted by the County from monies due the Contractor, not as a penalty, but as liquidated damages.

<u>Amount of Contract</u>	<u>Amount of Liquidated Damages per Day</u>
Less than \$10,000	\$ 80.00
\$10,000 and less than \$50,000	\$160.00
\$50,000 and less than \$100,000	\$240.00
Greater than \$100,000	\$400.00

2. **CONTRACTOR'S INSURANCE** - The contractor shall take out and maintain during the life of this contract, Workmen's Compensation Insurance for all of his or any subcontractor's employees employed at the site of the work; and such Public Liability and Property Damage Insurance as shall protect him from claims which may arise from operations under this contract for personal injury (including accidental death) as well as for property damage - whether such operations are by himself or by any subcontractor, or by anyone directly employed by them.

Public Liability Insurance shall be in the amount not less than \$500,000 for injuries, including wrongful death to any one person; and, subject to the same limit for each person, in an amount not less than \$1,000,000 on account of one accident.

Property Damage Insurance shall be in an amount not less than \$500,000 for damages on account of any one accident, and in an amount not less than \$1,000,000 for damages on account of all accidents.

MEASUREMENT AND PAYMENT

1. **MEASUREMENT OF QUANTITIES** - The Engineer shall make final measurements to determine the quantities of various items of work performed as the basis of final settlement.

Pay weight for all items to be paid for by weight shall be determined by actual certified scale weight, certified shipping weight, or by computed weight as specified herein.

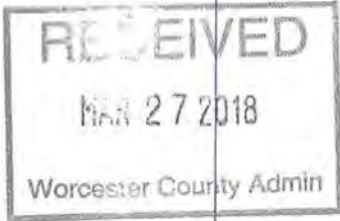
Materials specified for measurement by tallying of vehicles shall be hauled only in approved units, the carrying capacity of which has been pre-determined. Each hauling unit shall be marked to designate its approved capacity.

2. **PARTIAL PAYMENTS - Partial payments shall be made monthly in an amount not greater than 90% of the money earned during the pay month. The Contractor shall prepare the application for payment in form satisfactory to the Engineer. Process time shall be thirty (30) days upon receipt.**
3. **ACCEPTANCE AND FINAL PAYMENT -** When in the opinion of the Engineer, the Contractor has completed the work in a satisfactory manner in accordance with the terms of the contract, the Engineer shall make final inspection of the entire project and shall certify in writing to the County as to the completion of the work submitting with this report the final estimate showing the amount of each item of work performed as the value thereof.
4. **RELEASE OF LIENS -** The Contractor shall deliver (in a form satisfactory to the owner) a written report to the effect that all bills for labor, materials, and supplies have been paid or satisfactorily secured.
5. **CONSENT OF SURETY –** Projects bonded by a surety bond will require written **CONSENT OF SURETY FOR FINAL PAYMENT.**

**PROPOSED TAR / CHIP FY18
(South/Central)**

<u>ROAD NAME</u>	<u>MILES</u>	<u>WIDTH</u>	<u>SQ. YDS.</u>
Hall Road	1.10	18.0'	11,616
Blades Road	0.80	18.0'	8,448
McMaster Road	0.96	20.0'	11,264
McMaster Road Spur	0.44	20.0'	5,163
Newtown Park Road	0.31	22.0'	4,001
Parker Bay Road -OP	0.25	12.0'	1,760
Scotts Landing	2.06	18.0'	21,754
Voting House Road	1.43	18.5'	15,520
Forest Lane Road	2.18	18.0'	23,021
Greenbriar Swamp Road	2.92	18.5'	31,692
Sand Road	3.26	18'-20'	38,251
Bayview Road	2.03	16.0'	19,055
Boxiron Road	2.35	16.5'	22,748
Patey Woods Road	4.07	18.0'	42,979
Spencer Road	0.66	18.0'	6,970
Timmons Road	0.66	19.5'	7,550
Blake Road	0.43	20.0'	5,045
Scotland Road	2.22	16.5'	21,490

<u>ROAD NAME</u>	<u>MILES</u>	<u>WIDTH</u>	<u>SQ. YDS.</u>
Acorn Road	0.21	18.0'	2,218
Island View Road -OP	0.25	11.0'	1,613
Taylor Landing Road - OP	0.12	14.0'	986
Flemming Mill Road	1.51	16'-18'	15,946
Oak Hall Road	1.00	15.5'	9,093
Holly Court (RR - Gate)	0.13	22.0'	1,678
Holly Court (Gate, - B/Top)	0.18	22.0'	2,323
William Street	0.14	26.0'	2,135
TOTALS	31.67		334,319



10

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

JOHN H. TUSTIN, P.E.
DIRECTOR

JOHN S. ROSS, P.E.
DEPUTY DIRECTOR

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

DIVISIONS

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

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

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

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

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

MEMORANDUM

TO: Harold L. Higgins, Chief Administrative Officer
FROM: John H. Tustin, P.E., Director *JHT*
DATE: March 22, 2018
SUBJECT: Bid Recommendation - Crack Seal - FY18

.....
A bid was received and opened on Tuesday, March 13, 2018 for crack sealing the asphalt wearing surface on various County-wide bridges. Attached is a copy of the one bid received along with a summary of cost listed below.

Vendor	Total Estimated Cost	Page
Pavement Contracting Services, Glen Dale, MD	\$47,777.77	3
	Bid Specifications	4

Pricing for this project was much higher than anticipated; therefore, it is recommended that the Commissioners reject the bid at this time.

Should you have any questions, please don't hesitate to call me.

Attachments

cc: Frank Adkins

Competitive Bid Worksheet

Item: Crack Sealing of County Bridges - Spring 2018

Bid Deadline/Opening Date: 1:00 P.M., Tuesday, March 13, 2018

Bids Received by deadline = 1

Crack Sealing of 14 Bridges
Throughout Worcester County

Vendor's Submitting Bids

Total Bid Price

Pavement Contracting Services
10005 Good Luck Road
Glenn Dale, MD 20769-9703

\$ 47,777.77


BID FORM

"Crack Seal Bid – FY18"

I/We the undersigned have received and reviewed all the bid documents for crack sealing the asphalt wearing surface on various bridges in Worcester County, and fully understand the documents and requirements in their entirety. The County reserves the right to increase or decrease quantities depending on the bid amount as approved by the County Commissioners

Total Bid Price \$ \$47,777.77
Forty Seven thousand seven hundred seventy seven and 77/100
Work is to be completed by June 15, 2018.

BID MUST BE SIGNED TO BE VALID.

Date: 03-08-18 Signature: 

Typed Name: ROBERT C. NIELSEN

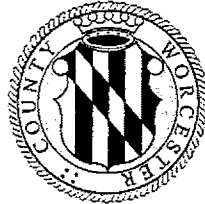
Title: Pres. dent

Firm: Pavement Contracting Services, Inc.

Address: 10005 Goodluck Road
Glendale Md 20769

Phone: 301-252-6652

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



OFFICE OF THE
COUNTY COMMISSIONERS

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

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

Worcester County

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

FAKED
2/21/18 @ 3:47pm

February 21, 2018

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

Please print the attached Notice to Bidders in *The Daily Times/Worcester County Times/Ocean Pines Independent* and *Ocean City Digest/Ocean City Today* on March 1, 2018. Thank you.

NOTICE TO BIDDERS

Crack Sealing of County Bridges Worcester County, Maryland

The Worcester County Commissioners are currently accepting bids for county-wide crack sealing on the asphalt wearing surface of various bridges in Worcester County to be completed by June 15, 2018 for the Roads Division of the Worcester County Department of Public Works. Bid specification packages and bid forms are available from the Office of the County Commissioners, Room 1103 - Worcester County Government Center, One West Market Street, Snow Hill, Maryland 21863, obtained online under the "Bids" drop-down menu in the lower right hand side of the home page at www.co.worcester.md.us or by calling the Commissioners' Office at 410-632-1194 to request a package by mail. **Sealed bids will be accepted until 1:00 PM, Tuesday, March 13, 2018** in the Office of the County Commissioners at the above address, at which time they will be opened and publicly read aloud. Envelopes shall be marked "Crack Seal Bid" in the lower left-hand corner. After opening, bids will be forwarded to the Department of Public Works for tabulation, review and recommendation to the County Commissioners for their consideration at a future meeting. In awarding the bid, the Commissioners reserve the right to reject any and all bids, waive formalities, informalities and technicalities therein, and to take whatever bid they determine to be in the best interest of the County considering lowest or best bid, quality of goods and work, time of delivery or completion, responsibility of bidders being considered, previous experience of bidders with County contracts, or any other factors they deem appropriate. All inquiries shall be directed to Frank Adkins, Roads Superintendent, at 410-632-2244, Monday through Thursday, 6:00 am to 4:30 pm.

Bid Specifications

The Worcester County Commissioners are currently accepting bids for crack sealing the asphalt wearing service on various County-wide bridges. Sealed bids will be accepted until **1:00 PM, Tuesday, March 13, 2018**, at the Worcester County Commissioners Office, Room 1103, Worcester County Government Center, One West Market Street, Snow Hill, MD 21863 at which time they will be opened and publicly read aloud. After opening, bids will be forwarded to the Department of Public Works for tabulation, review and recommendation to the County Commissioners for award at a future date. **Envelopes must be marked in lower left corner with "Crack Seal Bid"**.

LATE BIDS: Bids should be mailed or hand delivered to the Office of the County Commissioners by **1:00 PM, Tuesday, March 13, 2018**. Bids received after the appointed time will not be considered.

PRE-CONSTRUCTION: A mandatory pre-construction meeting will be required within five (5) days prior to commencement of work at the Roads Division building located at 5764 Worcester Highway, Snow Hill, MD 21863.

TIMELINE: The work is to be completed by **June 15, 2018**. If all work is not completed as specified within liquidated damages shall be imposed as stated. **No work will be performed on weekends or holidays.**

BOND: Performance and Labor and Materials Bond – Bidders/Contractors shall furnish a Performance and Labor and Materials Payment Bond covering the faithful performance of the Contract and the payment of all obligations arising there under and complying with the requirements of Maryland law. Both bonds shall be in the amount of one hundred percent (100%) of the Contract amount and shall name the County Commissioners of Worcester County as the obligee. Firms issuing bonds must be licensed to write bonds in the State of Maryland. The Contractor shall pay premiums for required bonds. The Bidders total price to perform this contract shall include all costs for the bonds.

WARRANTY: All work and materials shall be warranted for a period of one year.

SCOPE OF WORK/SPECIFICATIONS:

Description:

Clean then fill or seal cracks between 1/8 inch and of 1 inch wide. Repair cracks 1 inch or larger with asphalt repair mastic. Do not fill or seal cracks less than 1/8 inch wide. Repair distressed areas as specified and as directed.

Materials:

Referenced SHA section 510.02: Crack filler 911.01; crack sealer 911.01; and asphalt repair mastic 911.01.02.

Equipment:

Referenced SHA section 510.03.01:

- a) **Air Compressor.** Air compressors shall be portable, oil-free and capable of furnishing air a minimum of 100 cfm with a minimum blast flow of 150 cfm. The compressor shall have a ¾ inch diameter nozzle.
- b) **Hot Air Lance.** The Hot Air Lance shall produce a minimum temperature of 750 F at a minimum velocity of 650 fps. The Hot Air Lance shall be designed so that the flame does not come in contact with the pavement.
- c) **Melting Kettle:** The Melting Kettle shall be a self-contained double boiler capable of heating the sealant to 400 F using oil as a heat transfer medium. The kettle shall be equipped with an automatic temperature control unit capable of achieving and maintaining a predetermined sealant temperature. The temperature control unit should not allow the heat transfer oil to exceed 525 F. The unit shall be capable of reading the temperature of the sealant within the melting vessel and within the discharge plumbing. The kettle shall also have a means to strongly and continuously agitate the sealant and apply the sealant to the pavement under pressure supplied by a gear pump with a direct connecting applicator tip. Do not use direct-fired kettles.
- d) **Hand Tools.** Provide all hand tools such as brooms, shovels, metal bars with chisel shaped ends, tamping equipment and other miscellaneous tools necessary to complete the work.
- e) **Squeegee.** Provide a metal industrial-type squeegee no more than 2-1/2 inch wide to shape the material into a feather-edge band.
- f) **Crack Router.** The crack router shall be capable of following random cracks and be designed to adjust cutting widths. The router width shall touch both sides of the crack for proper cutting. The router shall remove 1/8 inch from each side of the crack and cut back to sound pavement.
- g) **Mastic Mixer.** The Mastic Mixer shall be thermostatically controlled and capable of heating the mastic mixture using oil as a heat transfer medium. The Mastic mixer must be equipped with a full sweep horizontal agitator cable of gently lifting the material from the bottom of the reservoir and mixing the material thoroughly. The agitator shall be capable of mixing and suspending materials filled with aggregates with a specific gravity as high as 3.0.

Crack Identification:

Referenced SHA section 510.03.04.

Wheel Path. Wheel path is defined as a distance of 16 inch to 56 inches (width of 40 inches) from the left or right of the center line of the roadway travel lane.

Non-Working Cracks. Cracks with little annual horizontal or vertical movements that are less than 0.1 inches.

Working Cracks. Cracks with significant annual horizontal or vertical movements (≥ 0.1 inches).

- a) **Crack Filling.** Identify non-working cracks within the wheel path 1/8 to 1 inch wide at the pavement joints including paving and patching construction joints and transverse cracks. Identify longitudinal cracks outside of wheel path areas.
- b) **Crack Sealing.** Identify working cracks within the wheel path 1/8 to 1 inch wide at the pavement surface, including transverse reflective cracks. Identify longitudinal cracks outside of wheel path areas.
- c) **Asphalt Repair Mastic.** Identify cracks of a least 1 inch width, potholes and other vertically uneven roadway elements as directed.

Cleaning and Preparation:

Referenced SHA section 510.03.05.

Cleaning. All surfaces shall be dry and free of all dirt, dust, grease, and loose material prior to application of the filler. The cracks shall be cleaned by the use of compressed air produced from an air-compressor. The use of portable handheld or backpack blowers is not allowed. Direct the compressed air cleaning away from the passing traffic and do not blow debris into an already cleaned crack. Alternative methods of cleaning are subject to review and approval.

Drying. Dry the crack using a hot air lance prior to filler placement. The use of direct flame dryers is no permitted. Do not overheat pavement surfaces.

Crack Routing. For crack sealing, route cracks to be sealed by forming a reservoir with a width between 0.5 to 1.5 in and a depth of ¾ inch. Perform routing in such a way that the pavement does not spall. Do not perform routing on longitudinal joint cracks unless otherwise directed.

Weather Restrictions. Perform crack filling or sealing when the ambient and pavement surface temperatures are at least 45 F and rising, unless otherwise recommended by the manufacturer and as approved. Do not place sealant material if the pavement is wet. Should rain fall before the sealant has properly cured, remove and replace at no additional cost.

Installation:

Referenced SHA section 510.03.07. Heat the filler or sealant to recommended application temperature. Fill the crack using the flush fill method. Using the overband method is not permitted. Perform material handling and installation in accordance with the manufacturer's instructions. Level and smooth the material to the desired level immediately after placement using a straight metal or rubber squeegee.

Traffic Restrictions. Apply sand or the manufacturer's recommended blotter material to minimize tracking and remove excess material before opening to traffic.

Acceptance. Filler that pulls loose within 96 hours after opening the pavement to traffic shall be repaired at no additional costs.

Asphalt Repair Mastic:

Referenced SHA section 510.03.08.

Primer. Apply a surface conditioner or primer when recommended by the mastic manufacturer to the surfaces prior to placement of the asphalt repair mastic. Apply in accordance with manufacturer's recommendations to promote increased surface adhesion to the existing pavement. The surface conditioner or primer must thoroughly cover all surface areas where the asphalt repair mastic will be placed. Do not install the asphalt repair mastic until the surface conditioner or primer has sufficiently cured per recommendations.

Application Temperature. The minimum application temperature shall be per the manufacturer's recommendations. The maximum application shall be 410 F, or per the manufacturer's recommendations.

Installation. The installer must be trained and approved by the mastic manufacturer.

a) Heat the asphalt repair mastic using the Mastic Mixer. Place the heated mastic onto the properly prepared pavement in layers if necessary.

- b) Use the heated hand squeegee to level and smooth the mastic until the material has formed a durable, well-bonded, level repair. Keep the heated hand squeegee free of material buildup to ensure a smooth, quality finished product.
- c) Apply the mastic to the surface area from the bottom up in lifts appropriate to the specific application. Due to the depths of some of the repair locations, multiple lifts may be required to obtain a level surface. In the event that multiple lifts are required, allow each lift to be properly cooled before any subsequent lifts are applied on top. The final lift shall fill the uppermost 0.5 to 1 inch of the work area. Remove and dispose of all excess material from the roadway.

MAINTENANCE OF TRAFFIC

Conformance requirements:

SHA "Standard Specifications for Construction and Materials" (SHA Standard Specifications) section 104

SHA "Book of Highway Standards"

FHA "Manual on Uniform Traffic Control Devices" (MUTCD)

The contractor must maintain traffic at all times throughout the entire length of the project, including public and private and commercial entrances, street intersections, etc.

Traffic Manager (TM) - Traffic Control Plan (TCP)

Referenced SHA section 104.02.03

The contractor shall appoint a Traffic Manager responsible for Maintenance of Traffic conformance requirements. This individual shall develop and submit to the County a Traffic Control Plan suitable to his plan of construction for a given location. This plan will be reviewed with the project inspector and jointly agreed upon prior to starting the work. If during the course of the work adjustments are necessary to traffic control measures the contractor shall take corrective action as required or directed.

Temporary Traffic Signs (TTS):

The contractor shall furnish and install all necessary TTS as required by Sec. 6B of the MUTCD.

Cones:

Cones shall meet the requirements of Sec. 104.14 SHA Standard Specifications.

Flaggers-Pilot Vehicles-Radio Communication:

The contractor shall furnish all necessary MD SHA Certified flag persons in conformance with Section 6F of the MUTCD and Sec. 104.15 of the SHA Standard Specifications. Flaggers shall use STOP/SLOW paddles. Two-way radios or pilot vehicles shall be used whenever flaggers are not within sight distance of each other, or when directed by the Engineer. If there are not enough Certified Flaggers, the paving operation will cease until adequate safety concerns are addressed.

Basis of Payment:

All aforementioned items under this section Maintenance of Traffic will NOT be paid for directly and shall be considered incidental to the other pay items.

MOBILIZATION:

Movement of personnel and equipment to and from the project sites and staging equipment will not be paid for directly and shall be considered incidental to the other pay items.

METHOD OF MEASUREMENT AND BASIS OF PAYMENT

All correspondence and invoices are to be sent to the Worcester County Department of Public Works, Roads Division, 5764 Worcester Highway, Snow Hill, MD 21863.

The County Commissioners shall be the sole judge as to whether or not any bid meets specifications. The County Commissioners reserve the right to accept or reject any bid in the best interest of the County.

- 1. **LIQUIDATED DAMAGES** - For each day that the work shall remain uncompleted after the time specified for completion, the sum per day, given in the following schedule shall be deducted by the County from monies due the Contractor, not as a penalty, but as liquidated damaged.

<u>Amount of Contract</u>	<u>Amount of Liquidated Damages per Day</u>
Less than \$10,000	\$ 80.00
\$10,000 and less than \$50,000	\$160.00
\$50,000 and less than \$100,000	\$240.00
Greater than \$100,000	\$400.00

- 2. **CONTRACTOR'S INSURANCE** - The contractor shall take out and maintain during the life of this contract, Workmen's Compensation Insurance for all of his or any subcontractor's employees employed at the site of the work; and such Public Liability and Property Damage Insurance as shall protect him from claims which may arise from operations under this contract for personal injury (including accidental death) as well as for property damage - whether such operations are by himself or by any subcontractor, or by anyone directly employed by them.

Public Liability Insurance shall be in the amount not less than \$500,000 for injuries, including wrongful death to any one person; and, subject to the same limit for each person, in an amount not less than \$1,000,000 on account of one accident.

Property Damage Insurance shall be in an amount not less than \$500,000 for damages on account of any one accident, and in an amount not less than \$1,000,000 for damages on account of all accidents.

MEASUREMENT AND PAYMENT

- 1. **MEASUREMENT OF QUANTITIES** - The Engineer shall make final measurements to determine the quantities of various items of work performed as the basis of final settlement. Pay weight for all items to be paid for by weight shall be determined by actual certified scale weight, certified shipping weight, or by computed weight as specified herein. Materials specified for measurement by tallying of vehicles shall be hauled only in approved units, the carrying capacity of which has been pre-determined. Each hauling unit shall be marked to designate its approved capacity.
- 2. **PARTIAL PAYMENTS** - Partial payments shall be made monthly in an amount not greater than 90% of the money earned during the pay month. The Contractor shall prepare the application for payment in form satisfactory to the Engineer. Process time shall be thirty (30) days upon receipt.

3. **ACCEPTANCE AND FINAL PAYMENT** - When in the opinion of the Engineer, the Contractor has completed the work in a satisfactory manner in accordance with the terms of the contract, the Engineer shall make final inspection of the entire project and shall certify in writing to the County as to the completion of the work submitting with this report the final estimate showing the amount of each item of work performed as the value thereof.
4. **RELEASE OF LIENS** - The Contractor shall deliver (in a form satisfactory to the owner) a written report to the effect that all bills for labor, materials, and supplies have been paid or satisfactorily secured.
5. **CONSENT OF SURETY** – Projects bonded by a surety bond will require written **CONSENT OF SURETY FOR FINAL PAYMENT**.

PROPOSED CRACK SEALING FY18

Bridge #

Roadway

Crossing

WO201001	Cherrix Road	Box Iron Creek
WO207001	Nassawango Road	Nassawango Creek
WO212001	Old Furnace Road	Nassawango Creek
WO213001	Porters Crossing Road	Pocomoke River
WO302001	Hayes Landing Road	Newport Creek
WO308001	Timmonstown Road	Narrow Branch
WO309001	Massey Crossing Road	Pocomoke River
WO403001	Whiton Crossing Road	Pocomoke River
WO404001	Sandyfield Road	Ninepin Branch
WO405001	Ninepin Branch Road	Ninepin Branch
WO501001	Campbelltown Road	Birch Branch
WO703001	Whitesburg Road	Pusey Branch
WO705001	Five Bridges Road	Dividing Creek
WO804001	Kleg Grange Road	Jones Ditch



11

RECEIVED
MAR 27 2018
Worcester County Admin

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

JOHN H. TUSTIN, P.E.
DIRECTOR

JOHN S. ROSS, P.E.
DEPUTY DIRECTOR

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

MEMORANDUM

TO: Harold L. Higgins, Chief Administrative Officer
FROM: John H. Tustin, P.E., Director *JHT*
DATE: March 22, 2018
SUBJECT: FY18 – Crack Seal Project

DIVISIONS

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

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

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

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

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

.....
The Department of Public Works – Roads Division is requesting approval to amend the current asphalt overlay project with Chesapeake Paving and Sealing by adding the proposed crack seal project for various countywide bridges as previously bid. Attached is a cost proposal from Chesapeake indicating their willingness to perform the required work for this crack seal project at a cost of \$17,697.00. Chesapeake Paving did not bid this project as originally specified due to their inability to supply a mastic mixer as required in the bid specifications (SHA Specifications). Chesapeake Paving has the ability to perform this task using a melting pot providing a quality product which was used on the Ocean City Airport runways in 2017.

After investigating the options, I would respectfully request that the County Commissioners award this project to Chesapeake Paving and Sealing at a price of \$17,697.00 for crack sealing the asphalt wearing surface on various County-wide bridges. Funding is available for road resurfacing projects in the General Fund – Assigned Fund Balance.

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

Attachment

cc: Frank J. Adkins

2445 North Zion Road
 Salisbury, MD 21801
 Tel: 410-742-2330
 Fax: 443-978-8176

Proposal

DATE	ESTIMATE NO.
------	--------------

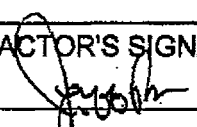
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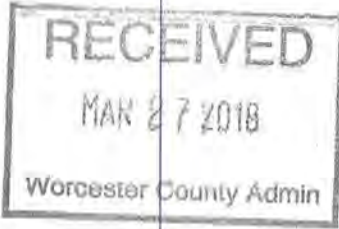
PROJECT NAME & LOCATION

CRACK SEALING SEVERAL ROADS
 WORCESTER COUNTY, MD
 TEL: 410-632-2244
 EMAIL: LLAWRENCE@CO.WORCESTER.MD.US
 EMAIL: FADKINS@CO.WORCESTER.MD.US

NAME / ADDRESS
Worcester County Roads 1 West Market Street Room 1103 Snow Hill, MD 21863 Attn: Lisa Lawrence/ Frank Adkins

P.O. NUMBER	
-------------	--

DESCRIPTION	TOTAL DUE UPON...
<p>ENCLOSED IS OUR BID FOR CRACK SEALING APPROX 5,899 L.F.T. AT 14 LOCATIONS . OUR BID IS BASED ON THE FOLLOWING:</p> <ol style="list-style-type: none"> 1. CLEAN THEN FILL OR SEAL CRACKS BETWEEN 1/8 AND 1 INCH WIDE. REPAIR CRACKS 1 INCH LARGER WITH BACKER ROD. 2. BLOW OUT ALL CRACKS WITH A PORTABLE AIR COMPRESSOR. 3. HOT LANCE THE CRACKS BEFORE APPLYING SEALER. 4. MELTING KETTLE MACHINE APPLIED. 5. ALL THE MATERIALS THAT ARE BEING USED WERE APPROVED WHEN USED BY THE OCEAN CITY AIRPORT LAST YEAR FOR THE TOWN OF OCEAN CITY. <p>GUARANTEE: WORKMANSHIP & MATERIALS FOR ONE YEAR **PRICE IS ONLY GUARANTEED FOR 120 DAYS** NOTE: VEGETATION GROWTH OR DRAINAGE OF LESS THAN 2% CANNOT BE GUARANTEED.</p>	17,697.00
TOTAL DUE UPON COMPLETION	\$17,697.00
<p>All work to be completed in a workmanlike manner. Any alterations or deviation from above specifications involving extra cost will be executed only upon written orders, and will become an extra charge over and above this proposal. SIGNING BELOW STATES THAT YOU HAVE READ AND AGREE TO THE TERMS & CONDITIONS ON THE REVERSE SIDE OF THIS FORM.</p>	
CUSTOMER'S SIGNATURE & DATE	CONTRACTOR'S SIGNATURE & DATE
_____	 3/20/18



12

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

JOHN H. TUSTIN, P.E.
DIRECTOR

JOHN S. ROSS, P.E.
DEPUTY DIRECTOR

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

MEMORANDUM

TO: Harold L. Higgins, Chief Administrative Officer
FROM: John H. Tustin, P.E., Director *JHT*
DATE: March 26, 2018
SUBJECT: Bid Waiver Request – Pipe

DIVISIONS

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

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

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

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

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

The Department of Public Works – Roads Division is requesting approval to waive the formal bidding process and piggyback off the fall bid from Lane Enterprises who was awarded the pipe bid at the County Commissioner’s meeting of November 7, 2017. Attached is a copy of the email from Kathleen Marshall of Lane Enterprises, indicating their willingness to honor the pricing from November 2017. Lane Enterprises has been the low bidder and supplier of our pipe for many years and we have been very satisfied. The total cost of this pipe order will be \$13,687.18. If the County Commissioners are amenable to waiving the formal biddings requirements, it will save advertising costs and time associated with advertising.

After investigating the options, I would respectfully request that the County Commissioners waive the formal bidding process and piggyback off the fall bid with Lane Enterprises. Funding in the amount of \$15,380.00 for the purchase of pipe is available in the current FY18 operating budget in account 100.1202.6140.040.

However, should the Commissioners wish to competitively bid the pipe, I have attached for their review and approval the specifications, bid form, and bidders list.

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

Attachment

cc: Frank J. Adkins

Lisa Lawrence

From: Kathleen Marshall [kmarshall@lane-enterprises.com]
Sent: Monday, March 26, 2018 11:12 AM
To: Lisa Lawrence
Subject: RE: Pipe

Lisa, Annette has agreed to honor the pricing from November 2017 based on this list of pipe needed. The only item in that list that was not in the group that shipped in November is the 24" diameter 14ga galv. and that would be billed at \$24.19/ft

Kathleen Marshall
Inside Sales Coordinator

Lane Enterprises, Inc.
P.O. Box 67
6369 Schoolhouse Road
Bealeton, VA 22712
Phone (540) 439-3201
Fax (540) 439-1042
kmarshall@lane-enterprises.com

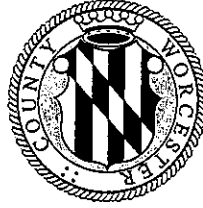
For more information about products and services offered by Lane, please visit our website at www.lane-enterprises.com

-----Original Message-----

From: Lisa Lawrence <llawrence@co.worcester.md.us>
Sent: Monday, March 26, 2018 9:06 AM
To: Kathleen Marshall <kmarshall@lane-enterprises.com>
Subject: Pipe

Here is the information you requested.

Lisa Lawrence
Office Assistant IV
Worcester County DPW - Roads Division
5764 Worcester Highway
Snow Hill, MD 21863
Phone: 410-632-2244, Ext 2101
Fax: 410-632-0020
Email: llawrence@co.worcester.md.us



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

OFFICE OF THE
COUNTY COMMISSIONERS

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

Worcester County

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

November 9, 2017

Annette M. Bliss, Vice President
Lane Enterprises, Inc.
P. O. Box 67
Bealeton, VA 22712

RE: Bid for Pipe for Roads Division of Worcester County

Dear Ms. Bliss:

Please be advised that at their meeting on November 7, 2017, the Worcester County Commissioners approved your bid for the provision of Riveted Galvanized Steel Corrugated Metal Pipe or Helically Corrugated Pipe with Two Annular Corrugations on each end of pipe and HDPE Double Wall Plastic Pipe as outlined on the attached bid specifications form at a total delivered price of \$24,211.26. We understand that the pipe will be delivered within 21-30 calendar days from the receipt of this letter. If you should have any questions with regard to delivery of these materials, please contact Frank Adkins, Roads Superintendent at 410-632-2244.

Congratulations on your successful bid. We look forward to doing business with you. If you should have any other questions or concerns, please feel free to contact me at this office.

Sincerely,

Kelly Shannahan
Assistant Chief Administrative Officer

KS/fac
cc: John Tustin, P.E., Director of Public Works
Frank Adkins, Roads Superintendent, DPW

H:\cc125\FY18 Pipe Bid Award.wpd

BID FORM

**Worcester County Department of Public Works – Roads Division
“FY18 – Pipe Bid”**

I/We have reviewed the specifications and provisions for furnishing **Riveted Galvanized Steel Corrugated Metal Pipe and HDPE Double Wall Plastic Pipe** to the Worcester County Department of Public Works, Roads Division and understand said requirements. I/We hereby propose to furnish pipe and bands for:

TOTAL BID PRICE (including freight): \$ 24,211.26

Pipe and bands to be delivered within 21-30 calendar days from receipt of written order.

Worcester County reserves the right to adjust the amount of pipe depending on varying circumstances.

BID MUST BE SIGNED TO BE VALID.

Date: 10/6/17 Signature: Annette M Bliss

Typed Name: Annette M. Bliss

Title: Vice President

Firm: Lane Enterprises, Inc.

Address: P.O. Box 67

6369 Schoolhouse Road
Bealeton, VA 22712

Phone: (540) 439-3201

Bid Specifications

The Worcester County Commissioners are accepting bids on the following Riveted Galvanized Steel Corrugated Metal Pipe or Helically Corrugated Pipe with Two Annular Corrugations on each end of pipe and HDPE Double Wall without Bell End Plastic Pipe delivered to Worcester County Department of Public Works, Roads Division, Snow Hill Shop, 5764 Worcester Highway, Snow Hill, MD 21863. NO DIMPLE BANDS, NO INDIVIDUAL LUGS, ONLY BANDS WITH ANGLES ACROSS WIDTH OF BAND OR APPROVED EQUAL WILL BE ACCEPTED FOR PIPE SIZES LARGER THAN 18". ALL PIPES CUT TO MEET SIZE REQUIREMENTS MUST BE RE ROLLED. All Federal and State Taxes are exempt.

<u>PIECES</u>	<u>GAUGE</u>	<u>DIAMETER</u>	<u>PIPE</u>	<u>LENGTH</u>	<u>PRICE/FT</u>	<u>TOTAL</u>
1	12	58" x 36" <i>CMP Arch Size is 57" x 38"</i>	GCCMP	40'	\$ 56.50/ft	\$ 2,260.00
3	12	36"	GCCMP	16'	\$ 39.60/ft	\$ 190.80
1	12	36"	GCCMP	14'	\$ 39.60/ft	\$ 55.40
8	14	30"	GCCMP	20'	\$ 24.10/ft	\$ 3856.00
1	14	30"	GCCMP	16'	\$ 24.10/ft	\$ 385.60
3	14	30"	GCCMP	14'	\$ 24.10/ft	\$ 1012.20
7	16	18"	GCCMP	16'	\$ 12.00/ft	\$ 1344.00
3	16	18"	GCCMP	14'	\$ 12.00/ft	\$ 504.00
4	16	15"	GCCMP	20'	\$ 10.10/ft	\$ 809.00
2	16	15"	GCCMP	16'	\$ 10.10/ft	\$ 323.20
7	16	15"	GCCMP	14'	\$ 10.10/ft	\$ 989.80
2	16	15"	GCCMP	10'	\$ 10.10/ft	\$ 202.00
11	16	12"	GCCMP	20'	\$ 8.15/ft	\$ 1793.00
10	16	12"	GCCMP	16'	\$ 8.15/ft	\$ 1304.00
11	16	12"	GCCMP	14'	\$ 8.15/ft	\$ 1255.10
15	16	12"	GCCMP	10'	\$ 8.15/ft	\$ 1222.50

<u>PIECES</u>	<u>GAUGE</u>	<u>DIAMETER</u>	<u>PIPE</u>	<u>LENGTH</u>	<u>PRICE/FT</u>	<u>TOTAL</u>
20	12"		HDPE Double Wall Plastic	20'	\$ 4.46/ft	\$ 1784.00
5	15"		HDPE Double Wall Plastic	20'	\$ 6.29/ft	\$ 629.00
6	18"		HDPE Double Wall Plastic	20'	\$ 8.14/ft	\$ 976.80
1	36"		HDPE Double Wall Plastic	20'	\$ 26.25/ft	\$ 525.00
10	12"		HDPE Double Wall Plastic Bands		\$ 8.92	\$ 89.20
6	15"		HDPE Double Wall Plastic Bands		\$ 12.58	\$ 75.48
6	18"		HDPE Double Wall Plastic Bands		\$ 16.28	\$ 97.68
6	24"		HDPE Double Wall Plastic Bands		\$ 27.00	\$ 162.00
3	36"		HDPE Double Wall Plastic Bands		\$ 52.50	\$ 157.50

DRAFT

NOTICE TO BIDDERS

Purchase of Corrugated Metal Pipe Worcester County, Maryland

The Worcester County Commissioners are currently accepting bids for the purchase of Galvanized Steel Corrugated Metal Pipe for the Roads Division of Public Works. Bid specification packages and bid forms are available from the Office of the County Commissioners, Room 1103 - Worcester County Government Center, One West Market Street, Snow Hill, Maryland 21863-1195, obtained online at www.co.worcester.md.us or by calling the Commissioners' Office at 410-632-1194 to request a package by mail. Sealed bids will be accepted until **1:00 p.m., Monday, April 23, 2018**, in the Office of the County Commissioners at the above address, at which time they will be opened and publicly read aloud. Envelopes shall be marked "**Pipe Bid**" in the lower left-hand corner. After opening, bids will be forwarded to the Public Works Department for tabulation, review and recommendation to the County Commissioners for their consideration at a future meeting. In awarding the bid, the Commissioners reserve the right to reject any and all bids, waive formalities, informalities and technicalities therein, and to take whatever bid they determine to be in the best interest of the County considering lowest or best bid, quality of goods and work, time of delivery or completion, responsibility of bidders being considered, previous experience of bidders with County contracts, or any other factors they deem appropriate. All inquiries shall be directed to Frank Adkins, Roads Superintendent, at 410-632-2244, Monday through Thursday, 6:00 a.m. to 4:30 p.m.

Bid Specifications

The Worcester County Commissioners are accepting bids on the following Riveted Galvanized Steel Corrugated Metal Pipe or Helically Corrugated Pipe with Two Annular Corrugations on each end of pipe delivered to Worcester County Department of Public Works, Roads Division, Snow Hill Shop, 5764 Worcester Highway, Snow Hill, MD 21863. NO DIMPLE BANDS, NO INDIVIDUAL LUGS, ONLY BANDS WITH ANGLES ACROSS WIDTH OF BAND OR APPROVED EQUAL WILL BE ACCEPTED FOR PIPE SIZES LARGER THAN 18". ALL PIPES CUT TO MEET SIZE REQUIREMENTS MUST BE RE ROLLED. All Federal and State Taxes are exempt.

<u>PIECES</u>	<u>GAUGE</u>	<u>DIAMETER</u>	<u>PIPE</u>	<u>LENGTH</u>	<u>PRICE/FT</u>	<u>TOTAL</u>
1	12	36"	GCCMP	20'	\$ _____	\$ _____
1	12	36"	GCCMP	16'	\$ _____	\$ _____
1	12	36"	GCCMP	14'	\$ _____	\$ _____
2	14	30"	GCCMP	16'	\$ _____	\$ _____
3	14	24"	GCCMP	20'	\$ _____	\$ _____
5	14	24"	GCCMP	16'	\$ _____	\$ _____
1	14	24"	GCCMP	14'	\$ _____	\$ _____
2	16	18"	GCCMP	20'	\$ _____	\$ _____
3	16	18"	GCCMP	16'	\$ _____	\$ _____
6		18"	BANDS		\$ _____	\$ _____
13	16	15"	GCCMP	20'	\$ _____	\$ _____
2	16	15"	GCCMP	16'	\$ _____	\$ _____
4	16	15"	GCCMP	14'	\$ _____	\$ _____
1	16	15"	GCCMP	12'	\$ _____	\$ _____
10		15"	BANDS		\$ _____	\$ _____
10	16	12"	GCCMP	20'	\$ _____	\$ _____
4	16	12"	GCCMP	14'	\$ _____	\$ _____

BID FORM

**Worcester County Department of Public Works – Roads Division
“FY18 – Pipe Bid”**

I/We have reviewed the specifications and provisions for furnishing **Riveted Galvanized Steel Corrugated Metal Pipe** to the Worcester County Department of Public Works, Roads Division and understand said requirements. I/We hereby propose to furnish pipe and bands for:

TOTAL BID PRICE (including freight): \$ _____

Pipe and bands to be delivered within _____ calendar days from receipt of written order.

Worcester County reserves the right to adjust the amount of pipe depending on varying circumstances.

BID MUST BE SIGNED TO BE VALID.

Date: _____ Signature: _____

Typed Name: _____

Title: _____

Firm: _____

Address: _____

Phone: _____

VENDOR LIST:

Lane Enterprises, Inc.
c/o Annette Bliss
6369 Schoolhouse Road
P.O. Box 67
Bealeton, VA 22712
Phone No.: 540-439-3201
Fax No.: 540-439-1042
E-Mail: abliss@lane-enterprises.com

Contech Engineered Solutions
c/o Jeff Van Osdel
7037 Ridge Road, Suite 350
Hanover, MD 21076
Phone No.: 410-740-8490
Fax No.: 410-740-8492
E-Mail: jvanosdel@conteches.com

HD Supply Water Works
c/o Mike Hurd
25414 Prime Hook Road, Suite 100
Milton, DE 19968
Phone No.: 302-684-3054
Fax No.: 302-684-3586
Email: mike.hurd@hdsupply.com

P.E. Sales
c/o Andy Cary
P.O. Box 461
Perry Hall, MD 21128
Phone No.: 410-733-0748
Fax No.: 410-256-5952
Email: amcary@pesales.com

Ferguson Waterworks
c/o Gregg C. Thomas
28596 Naylor Mill Road
Salisbury, MD 21801
Phone No.: 410-677-6793
Fax No.: 410-543-9646
Email: gregg.thomas@ferguson.com

Tri Supply and Equipment
c/o Neil Messick
110 Columbia Road
Salisbury, MD 21801
Phone No.: 410-546-2900
Fax No.: 410-546-2644
Email: nmessick@trisupplyandequipment.com

Chemung Supply Corporation
c/o Carl Perine
Post Office Box 527
Elmira, NY 14902
Phone No.: 607-733-5506
Fax No.: 607-732-5379
Email: cperine@chemungsupply.com

ACF Environmental
c/o Robert Hagy
11435 Red Lion Road
White Marsh, MD 21162
Phone: 443-987-8317
Fax No.: N/A
Email: bhagy@acfenv.com

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MAY 2 / 2018
Worcester County Admin



13

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

JOHN H. TUSTIN, P.E.
DIRECTOR

JOHN S. ROSS, P.E.
DEPUTY DIRECTOR

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

MEMORANDUM

TO: Harold L. Higgins, Chief Administrative Officer
FROM: John H. Tustin, P.E., Director *JHT*
DATE: March 20, 2018
SUBJECT: Proposal for Engineering Services
Bayside Road Bridge WO203 - Bridge Replacement

DIVISIONS

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

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

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

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

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

.....

The Department has received the attached proposal provided by Davis, Bowen, and Friedel, Inc. for design and engineering services as it relates to the bridge replacement of Bayside Road Bridge. This bridge has a bridge sufficiency rating of 27.9 and has been recommended by the consultant for bridge replacement.

Davis, Bowen, and Friedel, Inc. have provided engineering and design services for the County since the mid 80's and have always provided excellent service. Their knowledge of the area as well as State Aid requirements is an advantage which will ensure we are receiving a quality service. According to the attached letter from Andrew Welch, P.E., Associate of Davis, Bowen, and Friedel, Inc., the cost of engineering services for this bridge would be \$16,000.00. Funding is available in the current FY18 budget in the General Fund Account 100.1202.6160.145. After reviewing the attached proposal it is recommended that DBF be awarded the design contract for this bridge replacement project.

Should you have any questions regarding this matter I will be happy to discuss them with you.

Attachment

cc: Frank Adkins

*Michael R. Wigley, AIA, LEED AP
W. Zachary Crouch, P.E.
Michael E. Wheedleton, AIA
Jason P. Loar, P.E.
Ring W. Lardner, P.E.*

March 14, 2018

Worcester County Department of Public Works
6113 Timmons Road
Snow Hill, Maryland 21863

Attn: Mr. John H. Tustin, P.E., Director

Re: Professional Engineering Services
Bayside Road Bridge No. WO-0203001 Replacement
DBF # P0085B18.022

Dear Mr. Tustin:

Davis, Bowen & Friedel, Inc. appreciates the opportunity to submit this proposal for the above referenced project. We propose to render the following services:

1. Survey the existing conditions as required for site design. A reference Bench Mark with an assumed datum will be established in the vicinity of the bridge.
2. Prepare plans and specifications adequate for bidding and construction containing the following:
 - a. Site Plan drawing showing existing and new bridge location, approach roadway paving, approach vehicular railing, grading, utilities and erosion/sediment control structures.
 - b. Drawings will include pertinent existing conditions and demolition information.
 - c. Drawings will include details for new laminated timber superstructure, glue-laminated pile caps, concrete filled steel pipe pile bents, vinyl sheetpile & steel H-Pile abutments, timber bridge railing and approach vehicular railing.
 - d. Pertinent technical specifications will be included on the plans providing load requirements for the bridge supplier, material and treatment specifications, demolition requirements, shop drawing requirements and factors pertinent to construction.
 - e. Bid documents will be prepared including bid form, bonds, general conditions, special conditions and technical specifications.
3. Submit applications for environmental permits including Corps of Engineers, Maryland Department of the Environment, Soil Conservation District and Worcester County Environmental Program Section.

Letter: Mr. John H. Tustin
March 14, 2018
Page 2

4. Complete the State Highway Administration "Environmental Assessment Form". Submit letters of intent to state agencies including, DNR Wildlife & Heritage Division, DNR Environmental Review Unit, Maryland Historic Trust and U.S. Fish & Wildlife Service.
5. Coordinate project with Worcester County/SHA Federal Aid Liaison.
6. Prepare construction cost estimate.
7. Solicit bids, attend a pre-bid meeting, review bids and make recommendations for award of the contract.
8. Construction phase services are limited to shop drawing review, responding to RFI's and final inspection.

We propose to accomplish the above described work for a fixed fee of \$16,000. Not included in this fee proposal are geotechnical investigation, approach roadway re-design, right-of-way investigation, wetland delineation, wetland mitigation and scour analysis. These and other requested additional services will be provided on an hourly basis utilizing the attached Schedule of Rates No. 46. Terms will be handled in accord with the rate schedule. The proposal is valid for a period of sixty (60) days.

If this proposal is acceptable, please sign both copies and return one to our office. This will service as our notice to proceed. Thank you for the opportunity to submit this proposal. We look forward to working with you on this project.

Sincerely,
DAVIS, BOWEN & FRIEDEL, INC.

Andrew E. Welch

Andrew E. Welch, P.E.
Associate

AEW
N:\promotional\proposals\2018\ P0085B18.022.aew.doc

Enclosure

ACCEPTED BY: _____ DATE: _____

DAVIS, BOWEN & FRIEDEL, INC. ("DBF")
SCHEDULE OF RATES AND GENERAL CONDITIONS
 SCHEDULE NO. 46
 Effective June 1, 2015

<u>CLASSIFICATION</u>	<u>HOURLY RATE</u>
Principal	\$170.00
Senior Architect	\$150.00
Architect	\$120.00
Senior Landscape Architect	\$150.00
Landscape Architect	\$120.00
Senior Engineer	\$150.00
Engineer	\$120.00
Construction Administrator	\$120.00
Senior Traffic Engineer	\$150.00
Traffic Engineer	\$120.00
Geologist	\$120.00
GIS Specialist	\$110.00
Senior Surveyor	\$150.00
Associate Surveyor	\$120.00
Surveyor	\$115.00
Senior Designer	\$115.00
Computer Graphics Designer	\$100.00
Designer	\$105.00
CADD I	\$95.00
CADD II	\$85.00
Computer Administrator	\$100.00
2 Man Field Crew	\$140.00
3 Man Field Crew	\$175.00
GPS Unit (1 man)	\$110.00
GPS Unit (2 man Crew)	\$150.00
GPS Unit (3 man Crew)	\$200.00
Resident Project Representative	\$80.00
Water/Wastewater Operator	\$120.00
Clerical	\$60.00
Travel	\$0.50
Direct Expense	Cost + 10%
Prints (In-house Reproduction)	\$2.50/sheet

GENERAL CONDITIONS

INVOICES & PAYMENT

Invoices are sent monthly or sooner if project is complete. Payment Terms: Net 30 days of invoice date. Any invoice not paid within 30 days shall bear interest at 1.0% per month (12% annually). If required to engage legal counsel to collect an overdue invoice, DBF shall be entitled to recover also its costs of collection, including counsel fees and expenses. DBF reserves the right to adjust its schedule of rates annually. Any such adjustments will be effective within 30 days after written notification to the client.

TERMINATION OF CONTRACT

Client may terminate this agreement upon seven days' prior written notice to DBF for convenience or cause. DBF may terminate this Agreement for cause upon seven days' prior written notice to client. Failure of client to pay invoices when due shall be cause for immediate suspension and ultimate termination of services, at DBF's sole discretion. This agreement may be terminated by either party for any reason with 30 days advance notice.

LIMITATION OF LIABILITY

Client agrees to limit DBF's liability related to any errors or omissions to a sum that shall not exceed the total professional fee for the project.

INDEMNIFICATION

Client and DBF each agree to indemnify and hold the other harmless, and their respective officers, employees, agents and representatives, from and against liability for all claims, losses, damages and expenses, including reasonable attorney's fees caused by the other's negligence. To the extent such claims, losses, damages or expenses are caused by the joint or concurrent negligence of client and DBF, the same shall be borne by each party in proportion to its negligence. This shall in no way affect the limitation of DBF's liability expressed in the preceding paragraph.

FORCE MAJEURE

Neither party shall be deemed in default of this Agreement to the extent that any delay or failure in the performance of its obligations results from any cause beyond its reasonable control and without its negligence.

CONSTRUCTION PHASE SERVICES

If this Agreement provides for any construction phase services by DBF, it is understood that the contractor, not DBF, is solely responsible for the construction of the project, and that DBF shall not be responsible for the acts or omissions of any contractor, subcontractor or material supplier; for safety precautions, programs or enforcement; or for construction means, methods, techniques, sequences and procedures employed by the contractor, its subcontractors or suppliers.

OWNERSHIP OF DOCUMENTS

All documents prepared or furnished by DBF pursuant to this Agreement, including electronic media, are instruments of DBF's professional service, and DBF shall retain an ownership and property interest therein. DBF grants client, during the period of DBF's service, a license to use such documents for the purpose of constructing, occupying and maintaining the project. Reuse or modification of any such documents by client or client's agents, without DBF's written permission, shall be at client's sole risk; and client agrees to indemnify and hold DBF harmless from all claims, damages and expenses, including attorneys' fees, arising out of such reuse by client or by others acting through or with the consent of client.

USE OF ELECTRONIC MEDIA

Copies of documents that may be relied upon by client are limited to the printed copies (also known as hard copies) that are signed or sealed by DBF. Files in electronic media format or text, data, graphic or other types that are furnished by DBF to client are only for convenience of client. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. When transferring documents in electronic media format, DBF makes no representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, computer hardware or of a protocol differing from those in use by DBF during the period of this agreement.

SUCCESSORS & ASSIGNS

The client and DBF bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither party shall assign, sublet or transfer any interest in this Agreement without the written consent of the other.

MISCELLANEOUS PROVISIONS

Unless otherwise specified, this Agreement shall be governed by laws of the State in which the work is performed, and the courts of such State shall have exclusive jurisdiction over any disputes hereunder. Terms in this Agreement shall have the same meaning as those in AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement. If this schedule is incorporated or referenced in an agreement with client, the terms of this schedule shall prevail in the event of any conflict with the terms of such agreement.

REIMBURSABLE EXPENSES

Other expenses known as direct expenses incurred in the interest of the project (including travel, toll communications, postage, delivery, photographs, subcontract engineering, testing or other consultants, renderings, models, etc.) will be billed monthly at DBF's actual cost plus ten percent.



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RECEIVED
MAR 27 2018
Worcester County Admin

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

JOHN H. TUSTIN, P.E.
DIRECTOR

JOHN S. ROSS, P.E.
DEPUTY DIRECTOR

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

MEMORANDUM

TO: Harold L. Higgins, Chief Administrative Officer
FROM: John H. Tustin, P.E., Director of Public Works *JHT*
DATE: March 21, 2018
SUBJECT: Bid Recommendation Sewer Cleaning and Inspection Services

DIVISIONS

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

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

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

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

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

On March 13, 2018, seven (7) bids were received and opened for Sewer Cleaning and Inspection Services in the West Ocean City Service Area. The following summary and attached bids are submitted for your review:

Company Name	Base Bid	Contingent Items	Total Price	Bid	Page
Mobile Dredging & Video Pipe, Inc. Beltsville, MD	\$20,555.35	\$3,400.00	\$23,955.35		4
Savin Engineers, P.C. Landover, MD	\$25,555.30	\$1,844.00	\$27,399.30		15
Reybold Construction Bear, DE	\$28,333.05	\$7,220.00	\$35,553.05		24
Clark Environmental Services Delmar, MD	\$35,889.00	\$9,013.00	\$44,902.00		26
Reviera Enterprises, Inc. Forestville, MD	\$36,110.75	\$9,980.00	\$46,090.75		28
Insight, LLC Chantilly, VA	\$42,777.35	\$8,740.00	\$51,517.35		30
Hydrostructures, LLC Virginia Beach, VA	\$59,443.85	\$9,600.00	\$69,043.85		32

The Department of Public Works reviewed the bids submitted. Mobile Dredging & Video Pipe, Inc. (Mobile) proposes the work to be done from their Beltsville, Maryland location but their headquarters is located in Chester Pennsylvania. Mobile has never completed work for the Department of Public Works so their technical proposal and references were reviewed in great detail.

Mobile's qualifications showed current ongoing work in Baltimore City, Prince Georges, Montgomery, Howard and Baltimore Counties as well as for the Washington Suburban Sanitary Commission. In total, the work included over 2,000,000 linear feet of sewer line inspections and condition assessments. Calls to the identified project contacts all confirmed positive experiences working with Mobile.

Based on the information provided above, we recommend awarding the contract for Sewer Cleaning and Inspection Services to Mobile Dredging & Video Pipe, Inc. of Beltsville, MD in the amount of \$23,995.35.

Funding for this work was included in the 2017/18 budget under account number 580.9010.090 (\$50,000).

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

Attachments

cc: John S. Ross, P. E., Deputy Director
Jessica Wilson, CPA, Enterprise Fund Controller

Competitive Bid Worksheet

Item: Sewer Cleaning and Inspection Services - West Ocean City

Bid Deadline/Opening Date: 1:00 P.M., Tuesday, March 13, 2018

Bids Received by deadline = 7

<u>Vendor's Submitting Bids</u>	<u>Unit Cost Bid Items</u>	<u>Contingent Bid Items</u>	<u>Total Bid Price</u>
Savin Engineers, P.C. 3111 Hubbard Road Landover, MD 20785	* <u>25,555.30</u>	* <u>1,844</u>	* <u>27,399.30</u>
Hydrostructures, LLC 5269 Cleveland Street, Suite 101 Virginia Beach, VA 23462	* <u>59,443.85</u>	* <u>9,600</u>	* <u>69,043.85</u>
Mobile Dredging & Video Pipe, Inc. 11420 Old Baltimore Pike Beltsville, MD 20705	* <u>20,555.35</u>	* <u>3,400</u>	* <u>23,955.35</u>
Reviera Enterprises, Inc. 7600 Penn Belt Drive District Heights, MD 20747	* <u>36,110.75</u>	* <u>9,980</u>	* <u>46,090.75</u>
Insight LLC 14707A Willard Road Chantilly, VA 20151	* <u>42,717.35</u>	* <u>8,740</u>	* <u>51,517.35</u>
Reybold Construction 116 East Scotland Drive Bear, DE 19701	* <u>28,333.05</u>	* <u>7,220</u>	* <u>35,553.05</u>
CES (Clark Environmental Service) 29631 Foskey Lane Delmar, MD 21875	* <u>35,889.00</u>	* <u>9,013</u>	* <u>44,902</u>
_____	_____	_____	_____
_____	_____	_____	_____

Mobile Dredging

BID FORM

**WORCESTER COUNTY PUBLIC WORKS
SEWER CLEANING AND INSPECTION SERVICES**

TO:

COMMISSIONERS OF WORCESTER COUNTY
COUNTY GOVERNMENT CENTER
1 WEST MARKET STREET, RM. 1103
SNOW HILL, MARYLAND

I have received the construction documents titled Sewer Cleaning and Inspection Services. I have also received Addenda Nos. _____, and have included their provisions in this Proposal. I have examined both the documents and submit the following bid:

UNIT COST BID ITEMS

Bid Item	Item Description	Quantity	Units	Unit Price	Total Price
1	Light Cleaning and CCTV Inspection within West Ocean City	11,111	Linear Feet	\$ 1.85	\$20,555.35

Unit Cost Bid Item 1 Subtotal (Number): \$20,555.35

Unit Cost Bid Item 1 Subtotal (in Words): Twenty thousand five hundred fifty five dollars and thirty five cents

CONTINGENT BID ITEMS

Bid Item	Item Description	Quantity	Units	Unit Price	Total Price
2	Heavy Cleaning	4	Hours	\$ 350.00	\$1,400.00
3	Bypass Pumping up to 1 MGD	4	Days	\$ 500.00	\$2,000.00

Contingent Bid Items 2 & 3 Subtotal (Number): \$3,400.00

Contingent Bid Items 2 & 3 Subtotal (in Words): Three thousand four hundred dollars and zero cents

TOTAL BID PRICE

Total Bid Price = Unit Cost Bid Items Subtotal + Contingent Bid Items Subtotal

Total Bid Price (Number): \$23,955.35

Total Bid Price (in Words): Twenty three thousand nine hundred fifty five dollars and thirty five cents

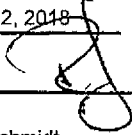
Notes:

Contractor's pricing shall include all mobilization costs.

Contingent bid items may not be engaged without prior authorization from the Owner.

The Financial Proposal shall include a list of each bid item, estimated quantities, unit prices, and line item costs as well as the summed total for the project.

BID MUST BE SIGNED TO BE VALID

Date: March 12, 2018
Signature: 
Typed Name: Ryan Schmidt
Title: Vice President
Firm: Mobile Dredging & Video Pipe
Address: 11420 Old Baltimore Pike
Beltsville, MD 20705
Phone: 301.931.0707

2018

**Worcester County
Public Works Sewer
Cleaning and
Inspection Services**



**West Ocean City
Service Area
March 2018**

**Mobile Dredging & Video
Pipe, Inc.**

**Maryland
11420 Old Baltimore Pike
Beltsville, MD 20705
Phone: 301-931-0707
FAX: 301-931-0990**

**Ryan Schmidt
rschmidt@mdvpinc.com**

March 12, 2018

Commissioners of Worcester County
1 West Market St, Rm 1103
Snow Hill, MD 21863

RE: RFP for Worcester County Public Works Sewer Cleaning and Inspection Services

Dear Sir or Madame:

Mobile Dredging & Video Pipe, Inc. (MDVP) is pleased to submit this proposal for the above project. The attached proposal is based upon the information gathered from the Scope of Work and completing similar projects.

Background

Worcester County is seeking proposals to light clean and inspect various sanitary sewers located in West Ocean City along Rt. 50. This work consists of ~ 11,000LF of 8"-18" sewer mains.

Certification

In compliance with this Request for Proposal and all the conditions herein, the undersigned offers and agrees to furnish the services in accordance with the signed proposal or as mutually agreed upon subsequent negotiations.

Name: Mobile Dredging & Video Pipe, Inc. **Date:** March 12, 2018

Address: 11420 Old Baltimore Pike **Fax #:** (301) 931-0990
Beltsville, MD 20705

Submitted by: Ryan Schmidt, Vice President **Phone #:** (301) 931-0707

Signature:  _____ **FEIN:** 23-1644245

Company Profile:

Since 1963 Mobile Dredging & Video Pipe, Inc has been a part of the Carylon Corporation providing municipalities, industries and utilities in the Mid-Atlantic region with a wide range of sewer services. These include pipe cleaning and internal pipe inspection in roadways and in environmentally sensitive areas.

No pipe is too big or too small for us to clean. Our jet pumps range from 18 GPM for cleaning laterals to 170 GPM for cleaning large interceptors.

Our Company has twenty PACP trained CCTV operators, many of which also have MACP and LACP training. Typically, we inspect 2-3 million linear feet of sewer pipe per year.

Mobile Dredging & Video Pipe's primary focus has always been customer satisfaction. Over the years we have responded to our customers' needs with the most sophisticated equipment available in the industry and a highly trained work force. We continue to update our fleet of equipment yearly and acquire new technology that expands and lends support to the sewer services we provide.

Main Office

3100 Bethel Rd
Chester, PA 19013
(610) 497-9500

Branch Office

1566 Harding Highway
Newfield, NJ 083344
(t) (856) 697-1900

Branch Office (This branch will be responsible for this work)

11420 Old Baltimore Pike
Beltsville, MD 20705
(t) (301) 931-0707

RESUMES OF KEY PERSONNEL:

NAME: Ryan Schmidt

ROLE: Vice President

TOTAL YEARS EXPERIENCE: 11

YEARS EXPERIENCE WITH CURRENT FIRM: 10

YEARS EXPERIENCE IN ROLE: 10

CERTIFICATIONS: PACP/LACP/MACP, 10 HR OSHA, CONFINED SPACE

TITLE AND LOCATION: On-call Utility Infrastructure Conditions Assessment RFB #B-1051 / Baltimore County

YEAR COMPLETED: 2017 - Present

PERFORMED WITH CURRENT FIRM: YES NO

DESCRIPTION: See example project 3

TITLE AND LOCATION: Sewer Cleaning and Closed-Circuit Television Inspection Contract 6488 / PG and Montgomery Counties

YEAR COMPLETED: 2018

PERFORMED WITH CURRENT FIRM: YES NO

DESCRIPTION: See example project 5

TITLE AND LOCATION: Sanitary Sewer CCTV Assessment and Cleaning 09-8607-3CE / Henrico County, VA

YEAR COMPLETED: 2014

PERFORMED WITH CURRENT FIRM: YES NO

DESCRIPTION: See example project 4

TITLE AND LOCATION: Howard County Sewer System Investigation, Cleaning and Rehabilitation IFB 2016-18

YEAR COMPLETED: Ongoing

PERFORMED WITH CURRENT FIRM: YES NO

DESCRIPTION: Cleaning & CCTV inspection of 250,000LF of 6-24" sanitary sewer.

NAME: Kent Stark

ROLE: Project Manager

TOTAL YEARS EXPERIENCE: 10

YEARS EXPERIENCE WITH CURRENT FIRM: 5

YEARS EXPERIENCE IN ROLE: 5

CERTIFICATIONS: PACP/MACP/LACP, 10 HR OSHA, CONFINED SPACE

TITLE AND LOCATION: On-call Utility Infrastructure Conditions Assessment RFB #B-195 / Baltimore County

YEAR COMPLETED: 2016

PERFORMED WITH CURRENT FIRM: YES NO

DESCRIPTION: See example project 1

TITLE AND LOCATION: Baltimore City SC-898 - Improvements to Sanitary Sewers I Stony Run Area in the Jones Falls Sewershed

YEAR COMPLETED: 2016

PERFORMED WITH CURRENT FIRM: YES NO

DESCRIPTION: Clean & CCTV ~ 71,000LF of 8-15" sanitary sewer for rehabilitation

TITLE AND LOCATION: Baltimore City SC 899

YEAR COMPLETED: 2016

PERFORMED WITH CURRENT FIRM: YES NO

DESCRIPTION: Clean & CCTV 105,000LF of 8-15" sanitary sewer for rehabilitation

NAME: Jay Harriot

ROLE: Field Superintendent

TOTAL YEARS EXPERIENCE: 9

YEARS EXPERIENCE WITH CURRENT FIRM: 9

YEARS EXPERIENCE IN ROLE: 6

CERTIFICATIONS: PACP/MACP/LACP, 40 HR OSHA, CONFINED SPACE

TITLE AND LOCATION: On-call Utility Infrastructure Conditions Assessment RFB #B-195 / Baltimore County

YEAR COMPLETED: 2016

PERFORMED WITH CURRENT FIRM: YES NO

DESCRIPTION: See example project 1

TITLE AND LOCATION: Sewer Cleaning and Inspection Citywide IFB 080110 / Washington DC

YEAR COMPLETED: 2014

PERFORMED WITH CURRENT FIRM: YES NO

DESCRIPTION: See example project 3

TITLE AND LOCATION: Large Diameter Sewer Cleaning in the Low Level Sewershed SC 922R / Baltimore City

YEAR COMPLETED: 2015

PERFORMED WITH CURRENT FIRM: YES NO

DESCRIPTION: Heavy Clean and Sonar/CCTV inspections of ~ 23,000LF of 24-84" sanitary sewer. Removed over 4,400 tons of debris. MACP level 1 Inspections of 85 MH's - \$1,750,000

TITLE AND LOCATION: Upper East Side Interceptor Cleaning and Inspection / Washington DC

YEAR COMPLETED: 2015

PERFORMED WITH CURRENT FIRM: YES NO

DESCRIPTION: Heavy Clean and Sonar/CCTV inspections of ~ 6,000LF of 36-54" combined sewer. Removed over 750 tons of debris. MACP level 1 Inspections of 85 MH's - \$750,000

NAME: Scott Uzarowski

ROLE: Senior Field Supervisor / CCTV Operator

TOTAL YEARS EXPERIENCE: 9

YEARS EXPERIENCE WITH CURRENT FIRM: 9

YEARS EXPERIENCE IN ROLE: 7

CERTIFICATIONS: PACP/MACP/LACP (U-310-9223), 40 HR OSHA, Confined Space

TITLE AND LOCATION: On-call Utility Infrastructure Conditions Assessment RFB #B-195 / Baltimore County

YEAR COMPLETED: 2016

PERFORMED WITH CURRENT FIRM: YES NO

DESCRIPTION: See example project 1

TITLE AND LOCATION: Sewer Cleaning and Inspection Citywide IFB 080110 / Washington DC

YEAR COMPLETED: 2014

PERFORMED WITH CURRENT FIRM: YES NO

DESCRIPTION: See example project 3

TITLE AND LOCATION: Sanitary Sewer CCTV Assessment and Cleaning 09-8607-3CE / Henrico County, VA

YEAR COMPLETED: 2014

PERFORMED WITH CURRENT FIRM: YES NO

DESCRIPTION: See example project 4

TITLE AND LOCATION: Sewer Cleaning and Closed-Circuit Television Inspection Contract 6488 / PG and Montgomery Counties

YEAR COMPLETED: Ongoing

PERFORMED WITH CURRENT FIRM: YES NO

DESCRIPTION: See example project 2

Similar Projects:

PROJECT 1:

TITLE AND LOCATION: On-call Utility Infrastructure Conditions Assessment RFB #B-195 / Baltimore County

PROJECT OWNER'S INFORMATION – PROJECT OWNER: Baltimore County

PROJECT OWNER'S INFORMATION – POC NAME: Tom Keifer / Paul Sayan

PROJECT OWNER'S INFORMATION – POC Phone/Email: 410.887.1836, tkiefer@baltimorecounty.gov / 410.926.9612, psayan@baltimorecounty.gov

YEAR STARTED & COMPLETED: 2011-2017

INITIAL & FINAL CONTRACT COST: \$6,000,000 / \$12,000,000

NUMBER OF CLAIMS FILED & VALUE: 0

DESCRIPTION:

Scope: Provide tasks specified in this section on an on-call basis. Work on each task shall be done in accordance with the instructions provided by the County and with following County documents.

Completed: On/off road cleaning and internal CCTV inspection of ~ 1,500,000LF of 6 – 72" sanitary sewers. Cleaning methods ranged from light cleaning thru specialty cleaning with the use of 80-175GPM Jet Vacuum trucks equipped with a range of nozzles and mechanical cutters. Tracked extend-a-jet units equipped with 900LF of 1" high pressure hose was utilized to clean line segments located in easements. Multi sensor and sonar inspections of ~ 27,000LF 24-60" sanitary sewers. All internal inspections were completed with the use of Pipelogix software which is NASSCO PACP certified. ~ 2,300 MH inspections per specifications.

PROJECT 2:

TITLE AND LOCATION: Sewer Cleaning and Closed-Circuit Television Inspection Contract 6488 / PG and Montgomery Counties

PROJECT OWNER'S INFORMATION – PROJECT OWNER: Washington Suburban Sanitary Commission

PROJECT OWNER'S INFORMATION – POC NAME: Shawn Peters

PROJECT OWNER'S INFORMATION – POC Phone/Email: 301.206.4378 / speters@wsscwater.com

YEAR STARTED & COMPLETED: 2013-Present

INITIAL & FINAL CONTRACT COST: \$1,950,000 / Ongoing

NUMBER OF CLAIMS FILED & VALUE: 0

DESCRIPTION:

Scope: Perform Cleaning and Closed-Circuit Television (CCTV) Inspection of existing sanitary sewer mains located in residential areas, heavy traffic areas, wooded rights-of-ways and running along or near streams at various locations in Prince George's and Montgomery Counties, Maryland, on an as-needed basis

Completed: Cleaning and CCTV inspection of ~ 500,000LF of 6 – 48" sanitary sewers. Cleaning methods ranged from light cleaning & heavy cleaning with the use of 80-175GPM Jet Vacuum trucks equipped with a range of nozzles and mechanical cutters. Tracked extend-a-jet units equipped with up to 1,500LF 1.5" high pressure hose was utilized to clean line segments located in easements. All internal inspections were completed with the use of Pipelogix software which is NASSCO PACP certified.

PROJECT 3:

TITLE AND LOCATION: On-call Utility Infrastructure Conditions Assessment RFB #B-1051

PROJECT OWNER'S INFORMATION – PROJECT OWNER: Baltimore County

PROJECT OWNER'S INFORMATION – POC NAME: Justin Wirtanen

PROJECT OWNER'S INFORMATION – POC Phone/Email: 410.887.1837 / jwirtanen@baltimorecountymd.gov

YEAR STARTED & COMPLETED: 2017-Present

INITIAL & FINAL CONTRACT COST: \$2,572,000 / Ongoing

NUMBER OF CLAIMS FILED & VALUE: 0

DESCRIPTION:

Scope: Provide tasks specified in this section on an on-call basis. Work on each task shall be done in accordance with the instructions provided by the County and with following County documents.

Completed: To date completed on/off road cleaning and internal CCTV inspection of ~ 200,000LF of 6 – 72” sanitary sewers. Cleaning methods ranged from light cleaning thru specialty cleaning with the use of 80-175GPM Jet Vacuum trucks equipped with a range of nozzles and mechanical cutters. Tracked extend-a-jet units equipped with 900LF of 1” high pressure hose was utilized to clean line segments located in easements. Multi sensor and sonar inspections of ~ 20,000LF 24-60” sanitary sewers. All internal inspections were completed with the use of Pipelogix software which is NASSCO PACP certified.

PROJECT 4:

TITLE AND LOCATION: Sanitary Sewer CCTV Assessment and Cleaning 09-8607-3CE / Henrico County, VA

PROJECT OWNER’S INFORMATION – PROJECT OWNER: Henrico County

PROJECT OWNER’S INFORMATION – POC NAME: Joseph Lowrance

PROJECT OWNER’S INFORMATION – POC Phone/Email: 804.727.8729 / low@co.henrico.va.us

YEAR STARTED & COMPLETED: 2009-2014

INITIAL & FINAL CONTRACT COST: \$375,000 / \$720,000

NUMBER OF CLAIMS FILED & VALUE: 0

DESCRIPTION:

Scope: Perform Cleaning and Closed-Circuit Television (CCTV) Inspection of existing sanitary sewer mains located throughout Henrico County, VA.

Completed: Cleaning & CCTV inspection of ~ 375,000LF of 6-24” sanitary sewers. Cleaning methods ranged from light cleaning & heavy cleaning with the use of 80 GPM Jet Vacuum trucks equipped with a range of nozzles and mechanical cutters. Tracked extend-a-jet units equipped with up to 1,000LF 1.0” high pressure hose was utilized to clean line segments located in easements. All internal inspections were completed with the use of Pipelogix software which is NASSCO PACP certified and converted into Neztex compliant databases. Inspected ~ 1,600 MH’s in accordance with Henrico County’s specifications.

PROJECT 5:

TITLE AND LOCATION: Sewer Cleaning and Closed-Circuit Television Inspection Contract 5891 / PG and Montgomery Counties

PROJECT OWNER’S INFORMATION – PROJECT OWNER: Washington Suburban Sanitary Commission

PROJECT OWNER’S INFORMATION – POC NAME: Glen Diaz

PROJECT OWNER’S INFORMATION – POC Phone/Email: 301.206.4378 / gdiaz@wsscwater.com

YEAR STARTED & COMPLETED: 2010-2013

INITIAL & FINAL CONTRACT COST: \$492,350 / \$1,365,000

NUMBER OF CLAIMS FILED & VALUE: 0

DESCRIPTION:

Scope: Perform Cleaning and Closed-Circuit Television (CCTV) Inspection of existing combined sewer mains located throughout Washington DC.

Completed: CCTV inspection of ~ 950,000LF of 6-66” combined sewers. Cleaning methods ranged from light cleaning & heavy cleaning with the use of 80 GPM Jet Vacuum trucks equipped with a range of nozzles and mechanical cutters. Tracked extend-a-jet units equipped with up to 1,000LF 1.0” high pressure hose was utilized to clean line segments located in easements. All internal inspections were completed with the use of Pipelogix software which is NASSCO PACP certified. All mapping was handled internally with the use of esri ArcGIS software and WSSC’s online portal.

Approach:

The Project Manager will compile a spreadsheet, maps and detailed crew information sheet identifying all work to be completed as well as the requirements called out in the specifications. The information provided by the customer containing line segment information will be pre-loaded into the PACP software on the CCTV truck.

The Field Supervisor will review the upcoming day's work with the crew and conduct a tailgate safety meeting to review the expected job hazards. The crew is expected to follow corporate safety procedures regarding pipe video inspection procedures.

In general, all video inspection activities will begin at the farthest upstream manhole and work in a downstream direction. Prior to video inspection, cleaning will involve inserting a jet nozzle into the downstream manhole and propelling it to the upstream manhole. As the nozzle is being pulled back, liquid and solid waste flow will be vacuumed up into the jet-vacuum truck. Clean decant water will be returned into the sewer and the solids transferred and disposed to a location designated by the County.

Should light cleaning be insufficient to allow passage of our camera, the pipe segment will be heavy cleaned after engineer approval. After the cleaning operation is complete, a robotic crawler camera equipped with a multi-angle lens will be inserted into the upstream manhole. If the camera cannot pass from end-to-end due to obstructions, the camera will be positioned in the downstream manhole and a reverse set-up will be conducted to complete the inspection of the entire sewer reach. All work will be done from above ground except in those instances where access to a sewer line is limited and it is necessary for confined space entry. In those instances, manholes will be entered in accordance with OSHA operating procedures for confined space entry.

All video observations will be recorded in a PACP format on a hard drive and an audio commentary will accompany the video inspection. There will be onscreen information such as date, job street name, upstream manhole number, downstream manhole number, as well as a continuous footage read out to track the camera's location. Computer generated television inspection reports created with PACP certified software will be produced daily. Database information shall be provided on DVD's or an external hard drive. If desired, a shape file can be exported after the inspections are completed to display new pipes, or pipes with selected defect types (i.e. grease, cracks), or selected grade or score values. Conditions can be exported as a shape file or as a feature class in a geodatabase.

Available Equipment:

Combination Vacuum/Sewer Jet Trucks

- (3) Trucks with 6000 CFM @ 28" Hg blower, 18 cu. Yard debris box and 170gpm high pressure pump
- (5) Trucks with 4000 CFM @ 27" Hg blower; 12 cu. yard debris box and 120gpm high-pressure water pump
- (20) Trucks with 3000 CFM @ 16" Hg blower; 6-10 cu. yard debris box and 80-gpm high-pressure water pump

Jet Trucks/Trailers

- (4) Trucks with 80-gpm high pressure water pump
- (3) Trailers with 18-gpm high pressure pumps

Easement Reel

- (4) Tracked reels with 1,000LF of 1" high pressure hose
- (2) Tracked reels with 1,500LF of 1 1/4" high pressure hose

Bucket Machines

- (3) Machines equipped with 1500 feet of 1/2" cable

CCTV Vehicles

- (17) Studio trucks equipped with PACP certified software systems and color, pan & tilt cameras with crawlers capable of televising 6-72" pipe.

Specialty Camera Systems

- (4) Mini-camera color push cameras suitable for 4-6" pipe.
- (2) Lateral launcher camera to televise laterals up to 80-feet from the main line
- (5) All-terrain CCTV vehicles equipped with software systems and color, pan & tilt cameras

Chemical Grout Trucks

- (4) Chemical grout trucks capable of sealing joints, laterals and manholes

Lining Trucks

- (2) Trenchless spot repair trucks
- (3) Lateral lining trucks

Manhole Rehabilitation

- (2) cementitious lining vehicles

Smoke Testing

- (2) Hurco Ripcord blowers

Office Systems

- PipeLogix Office Systems for editing and digital video

Sawth

BID FORM

**WORCESTER COUNTY PUBLIC WORKS
SEWER CLEANING AND INSPECTION SERVICES**

TO:

COMMISSIONERS OF WORCESTER COUNTY
COUNTY GOVERNMENT CENTER
1 WEST MARKET STREET, RM. 1103
SNOW HILL, MARYLAND

I have received the construction documents titled Sewer Cleaning and Inspection Services. I have also received Addenda Nos. _____, and have included their provisions in this Proposal. I have examined both the documents and submit the following bid:

UNIT COST BID ITEMS

Bid Item	Item Description	Quantity	Units	Unit Price	Total Price
1	Light Cleaning and CCTV Inspection within West Ocean City	11,111	Linear Feet	\$ 2.30	\$ 25,555.30

Unit Cost Bid Item 1 Subtotal (Number): \$25,555.30

Unit Cost Bid Item 1 Subtotal (in Words): Twenty-Five Thousand, Five Hundred Fifty Five Dollars and Thirty Cents

CONTINGENT BID ITEMS

Bid Item	Item Description	Quantity	Units	Unit Price	Total Price
2	Heavy Cleaning	4	Hours	\$ 230.50	\$ 922.00
3	Bypass Pumping up to 1 MGD	4	Days	\$ 230.50	\$ 922.00

Contingent Bid Items 2 & 3 Subtotal (Number): \$1,844.00

Contingent Bid Items 2 & 3 Subtotal (in Words): One Thousand, Eight Hundred Forty Four Dollars and Zero Cents

TOTAL BID PRICE

Total Bid Price = Unit Cost Bid Items Subtotal + Contingent Bid Items Subtotal

Total Bid Price (Number): \$27,399.30

Total Bid Price (in Words): Twenty-Seven Thousand, Three Hundred Ninety Nine Dollars & Thirty Cents

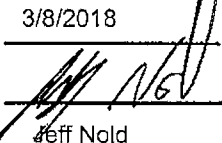
Notes:

Contractor's pricing shall include all mobilization costs.

Contingent bid items may not be engaged without prior authorization from the Owner.

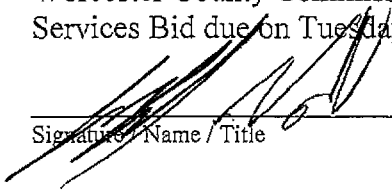
The Financial Proposal shall include a list of each bid item, estimated quantities, unit prices, and line item costs as well as the summed total for the project.

BID MUST BE SIGNED TO BE VALID

Date: 3/8/2018
Signature: 
Typed Name: Jeff Nold
Title: Director
Firm: Savin Engineers, P.C.
Address: 3111 Hubbard Road
Landover, MD 20785
Phone: 301-341-0100

QUALIFICATION STATEMENT

I, Jeff Nold, Director of Savin Engineers, Field Service Division, hereby states all information provided to The Worcester County Commissioners office is true for the bidding purposes for Sewer Cleaning and Inspection Services Bid due on Tuesday, March 13, 2018 at 1:00 pm.



Signature / Name / Title Jeff Nold / Director

3/8/18
Date

Contact Information

Jeff Nold, Director – Authorized to Sign
Savin Engineers, P.C.
Field Service, Washington, D.C. Division
3111 Hubbard Road
Landover, MD 20785
Ph. 301-341-0100 ext, 2#
jnold@savinengineers.com

Date of Incorporation: 7/21/1988
State of Incorporation: New York
President: R. Srinivasaraghavan (Authorized to Sign)
Vice-President(s): Larry Smith, James Gavin (Authorized to Sign)
Firm Size overall: 150 employees
FSDC Division Size: 12

Company Organization Structure

- R. Srinivasaraghavan – President
- Larry Smith – Senior Vice President
- Jeff Nold – Director, DC Field Service Division
- Meghan Schindler – Project Administrator
- Sheila Lopez – Project Administrator
- John Evans – Crew Chief
- Zachary Jankiewicz – Crew Chief
- Jason Calloway – Technician II
- Fitzroy French – Technician II
- Wendell Hamlet – Technician II
- Ricardo Howard – Technician I
- Brandon Carter – Technician I

Similar Projects / References

Project Title	Arlington County Clean & CCTV	
Project Manager Jeff Nold		Owner Arlington County, DES
Project Superintendent John Evans		Address 4200 28th Street S. Arlington County
Contract Amount	\$375,000	Phone Number 703-228-3000
Engineer Contact Hisham Wahdan		Owner Contact Hisham Wahdan
Contact Number 571-364-5266		Phone Number 571-364-5266
Percentage Complete	60%	Contract Start 11/15/2014
Value of Change Orders	0	Contract Anticipated End Summer 2019
Claims	0	Contract End Date Summer 2019
Description:	CCTV Inspection and light/heavy cleaning of approximately 115,000 Linear Feet of sewer pipelines sized 6" to 60" throughout Arlington County. Work with County officials to coordinate traffic control in pedestrian and vehicle heavy areas. Focus on priority areas based on County needs.	

Project Title	Sewer Cleaning & Inspection Contract 14	
Project Manager Jeff Nold		Owner DC Water and Sewer Authority
Project Superintendent John Evans		Address 5000 Overlook Avenue, S.W. Washington, DC 20032
Contract Amount	\$2,568,811.75	Phone Number 202-787-2000
Actual Contract Costs	\$2,117,097.63	Owner Contact Ella Garcia
Engineer Contact Orrin Foster		Phone Number 202-787-2439
Contact Number 202-787-2551		
Percentage Complete	100%	Contract Start November 2015
Value of Change Orders	\$356,391.75	Contract Anticipated End Completed Early March 2017
Claims	0	Contract End Date 4/9/2017
Description	CCTV Inspection and light/heavy cleaning for approximately 235,500 Linear Feet Pipe sizes up to 97" or larger in Washington DC in heavy traffic areas (Both pedestrian and vehicle). Approximately 11,000 Linear feet of CCTV/Sonar inspection was completed as well. Cleaned and inspected approximately 1,200 manholes through out Washington, D.C. Purchased proper permitting for night work in high density vehicle traffic areas and coordinated with Maintenance of Traffic crew to provide continuous service to vehicles and pedestrians. During Contract 14 Savin had to finish a portion of the work before October 1, 2016 due to the Inauguration, when DC Police weld shut Manhole covers; this was in downtown Chinatown area which is heavy with pedestrians and vehicles day and night. All work in the area was completed 1 and half months ahead of schedule due to scheduling, tracking of the project, and working with the City.	

Project Title	WSSC IDIQ Sewer Main, Sewer House Connection & Sewer Manhole Repair, Replacement & Rehabilitation in ESA in the Parkway, Horsepen, Piscataway, Northeast, Watts, Northwest, & Western Basins	
Project Manager	Jeff Nold	Owner WSSC
Project Superintendent	John Evans	Address 14501 Sweitzer Lane Laurel, MD 20707
Contract Amount	\$1,752,781.00	Phone Number 301-206-8000
Engineer Contact	Michael Lieberman	Owner Contact WSSC
Contact Number	410-799-2368	Phone Number 301-206-8000
Percentage Complete	90%	Contract Start July 2014
Value of Change Orders	\$0.00	Contract Anticipated End August 2018
Claims	0	Contract End Date August 2018
Description	CCTV inspection, light & heavy cleaning of sanitary sewers ranging in size from 6" to 66" for lining of pipes. Work is on an on-call basis, the prime contractor providing us one week notice of location required to be cleaned and televised.	

Project Title	Tiber-Sucker Interceptors	
Project Manager	Jeff Nold	Owner Howard County, MD
Project Superintendent	John Evans	Address 3430 Court House Drive Ellicott City, MD 21043
Contract Amount	\$114,811.00	Phone Number 410-313-2022
Actual Contract Costs	\$112,967.93	Owner Contact Wes Daub
Engineer Contact	Dave Venderbeek, PE	Phone Number 410-313-6194
Contact Number	410-329-5005	
Percentage Complete	100%	Contract Start October 2017
Value of Change Orders	\$0.00	Contract Anticipated End Completed
Claims	0	Contract End Date November 2017
Description	Completed 51 Manhole Inspections and 10,442.3 LF of CCTV Inspection of pipes ranging in size from 12" to 15". Work required use of easement reel for Sucker Interceptor due it's location deep in ROW.	

List of Proposed Inspection Equipment

1. CCTV and Combo Cleaning Equipment:

- 2009 Vac Con Cleaning Combination Unit
- 2007 Vac Con Cleaning Combination Unit
- 2015 Vac Con Cleaning Combination Unit
- 2004 Chevrolet - Cues CCTV Inspection Truck
- 2006 Ford- Cues CCTV/Lateral Inspection Truck
- 2005 Freightliner - Cues CCTV Inspection Truck

2. Pickup Trucks:

- (3) 2008 Ford F-250 Pick Up Trucks

3. Confined Space Entry Equipment:

- BW Technologies Gas Meter- Gas Alert Max XT
- DBI/SALA Salalift II (Winch, 7' Tripod)
- Confined Space Centrifugal Blower (ventilator)

Subcontractor for Maintenance of Traffic

Contact Information:

Atlantic Traffic Safety, Inc.

9903 Quail Run Lane

Ocean City, MD 21842

Ph: 443-783-3088

Fx: 443-664-6025

atlantictrafficsafety@live.com

www.atlantictrafficsafety.com

Established 2009

DBE/MBE Cert# 09-553

Trade References:

Maryland State Highway Administration District 1

Chuck Hughes Phone: 1-410-430-2256

Am-Liner East

Steffen Sommerfield Phone: 1-540-336-2204

McClain & Company

Glen Dunville Phone: 1-540-729-6276

C. Wright

Wayne Smith Phone: 1-352-638-3764

Savin Engineers provides engineering consulting services to municipalities, industries and other contracting and engineering firms. We are certified as a Minority Business Enterprise (MBE) by the States of Virginia, Massachusetts, New York, and New Jersey; the Port Authority of New York and New Jersey; the City of Baltimore, New York City, and other locations. Our offices are located in Baltimore and Landover, Maryland; Pleasantville, Plainview, Rochester, and Syracuse, New York; and Bridgewater, New Jersey.

Savin has distinguished itself as the premiere Field Services firm in the mid-Atlantic region. We have done extensive sewer system investigations for numerous Owners in the region including City of Alexandria, City of Arlington, DC Water, WSSC, Prince Georges County, Montgomery County, City of Baltimore, Baltimore County, Howard County, Loudoun County and others. Savin has worked with almost all major consultants in the area, most of them on a repeat basis, because we are recognized as reliable and responsive to our clients needs. Our personnel have extensive experience in all aspects of fieldwork spanning a period of 30 years. During the past few years, we have evaluated over 3,500 miles of sewer including: 1200 miles of TV inspection (remote inspection with crawlers and winches, manual walk-through inspection of large pipe, lateral inspection with push cameras, and float systems); 45,000 manhole inspections; 1500 flow meter installations; 1300 miles of smoke testing; 1100 miles of flow isolation; and 11,000 dyed water tests.

An abbreviated list of field equipment that Savin owns includes the following: 9 TV inspection trucks and 9 hydraulic flushers and vactors; sonar inspection system; off-road CCTV system; lateral launch system, 12 field vans; 150 flow meters; 16 velocity meters and weir sets; 16 automatic samplers; 22 rain gauges; 15 smoke blowers; and the latest digital recording technology. Our personnel have been trained in confined space entry procedures, rescue training, first aid, and CPR. We have a complete set of safety and inspection equipment including tripods and harnesses, air monitors, ventilators, safety cones, flags, traffic control signs and warning lights. All crew chiefs have PACP, MACP and LACP certification.

**I/I – SSES - CSO
FIELD SERVICES**

- ◆ CCTV Inspection
- ◆ Flow Monitoring
- ◆ Smoke Testing
- ◆ Manhole Inspection
- ◆ Dyed Water Testing
- ◆ Dyed Water Tracing
- ◆ Flow Isolation
- ◆ Rainfall Monitoring
- ◆ Ground Water Gauging
- ◆ Mapping

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME JEFF NOLD	13. ROLE IN THIS CONTRACT Project Manager	14. YEARS EXPERIENCE	
		a. TOTAL 18	b. WITH CURRENT FIRM 3
15. FIRM NAME AND LOCATION <i>(City and State)</i> Savin Engineers, P.C., Landover, MD			
16. EDUCATION <i>(DEGREE AND SPECIFICATION)</i> BS – Environmental Science		17. CURRENT PROFESSIONAL REGISTRATION <i>(STATE AND DISCIPLINE)</i>	
18. OTHER PROFESSIONAL QUALIFICATIONS <i>(Publications, Organizations, Training, Awards, etc.)</i> OSHA Confined Space Certified, CPR & First Aid Certified			

19. RELEVANT PROJECTS

a.	(1) TITLE AND LOCATION <i>(City and State)</i> District of Columbia Water-Sewer Cleaning and Inspection Contract 14 Washington, DC	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES 2017	CONSTRUCTION <i>(If applicable)</i>
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE Project Executive for approximately 204,800 LF of CCTV Inspection, Sonar Inspection, and Light/Heavy cleaning; and 1,300 Manhole Inspections. Work is being done in high business and government areas of Downtown Washington, DC.	<input checked="" type="checkbox"/> Check if project performed with current firm	
b.	(1) TITLE AND LOCATION <i>(City and State)</i> District of Columbia Water – Sewer Cleaning and Inspection Contracts 11 & 12 Washington, DC	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES 2016	CONSTRUCTION <i>(If applicable)</i>
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE Project Executive for approximately 226,250 LF of CCTV Inspection, Sonar Inspection, and Light/Heavy cleaning; and 1380 Manhole Inspections. Work was done throughout Washington, D.C.	<input checked="" type="checkbox"/> Check if project performed with current firm	
c.	(1) TITLE AND LOCATION <i>(City and State)</i> District of Columbia Water – Potomac Interceptor Sewer Inspection Phase III , Washington DC	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES 2015	CONSTRUCTION <i>(If applicable)</i>
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE Project Executive for the CCTV/Sonar Inspection of approximately 4,330 LF sewer pipes of 30" -175"; heavy cleaning of approximately 450 LF, Sonar Inspection only of approximately 530 LF , and 39 manhole inspections. Project had several complications with access to necessary manholes to CCTV/Sonar Inspection, was able to overcome difficulties to complete project on time.	<input checked="" type="checkbox"/> Check if project performed with current firm	
d.	(1) TITLE AND LOCATION <i>(City and State)</i> WSSC Wastewater Engineering Services Basic Ordering Agreement Laurel, MD	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES 2013	CONSTRUCTION <i>(If applicable)</i>
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE Project Executive for the CCTV of 45,000 LF of trunks sewer, CCTV of over 55,000 LF of sewer in the ROW, and 12 MACP 1 manhole inspections. This BOA is Task Order driven.	<input checked="" type="checkbox"/> Check if project performed with current firm	
e.	(1) TITLE AND LOCATION <i>(City and State)</i> NPS Catch Basin Cleaning Washington, DC	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES Ongoing	CONSTRUCTION <i>(If applicable)</i>
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE Project Executive for the Cleaning of 620 Catch Basins on a yearly basis. This contract was awarded in 2015 for a term of 4 years. This work is being performed in accordance to the contract as issued by National Park Services.	<input checked="" type="checkbox"/> Check if project performed with current firm	

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT (Complete one Section E for each key person.)

12. NAME John Evans	13. ROLE IN THIS CONTRACT Crew Chief	14. YEARS EXPERIENCE	
		a. TOTAL 16	b. WITH CURRENT FIRM >3

15. FIRM NAME AND LOCATION (City and State)
Savin Engineers, P.C., Washington, DC

16. EDUCATION (Degree and Specialization) _____
17. CURRENT PROFESSIONAL REGISTRATION (State and Discipline) _____

18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)
OSHA Confined Space Certified
CPR & First Aid Certified
PACP, MACP, & LACP Certified

19. RELEVANT PROJECTS

a.	(1) TITLE AND LOCATION (City and State) District of Columbia Water- Sewer Cleaning and Inspection Contract 14, Washington, DC	(2) YEAR COMPLETED	
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Project Manager for conducting CCTV Inspection & Light/Heavy cleaning of approximately 208,720 LF of combined 6" to 97" of sewer pipes, and cleaning and inspection of approximately 1,300 manholes.	PROFESSIONAL SERVICES 2017	CONSTRUCTION (if applicable)
b.	(1) TITLE AND LOCATION (City and State) Arlington County Clean, Televis, and Inspection	(2) YEAR COMPLETED	
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Project Manager for the CCTV of 67,000 LF of sewer pipeline and the Heavy/Light Cleaning of 67,000 LF of sewer pipeline. This work was performed in accordance to the subcontract as issued by Greeley and Hansen	PROFESSIONAL SERVICES Ongoing	CONSTRUCTION (if applicable)
c.	(1) TITLE AND LOCATION (City and State) WSSC Northeast Branch Basin Comprehensive Study , Maryland	(2) YEAR COMPLETED	
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Project Manager for the closed circuit television inspection (CCTV) of approximately 132,500 6-inch to 84-inch diameter sanitary sewers. Brown and Caldwell (Engineer) requested GOEL Services, Inc (Subcontractor) to perform these pipeline inspections in accordance with the Client's standards, NASSCO Pipeline Assessment Certification Program (PACP).	PROFESSIONAL SERVICES 2013	CONSTRUCTION (if applicable)
d.	(1) TITLE AND LOCATION (City and State) WSSC Wastewater Engineering Services Basic Ordering Agreement, Laurel, Maryland	(2) YEAR COMPLETED	
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Project Manager for the CCTV of 45,000 LF of trunks sewer, CCTV of over 55,000 LF of sewer in the ROW, and 12 MACP 1 manhole inspections. This BOA is Task Order driven. Goel has completed Task Orders 2 and 4, and is currently working on Task Order 6. This work is being performed in accordance to the subcontract as issued by Greeley and Hansen.	PROFESSIONAL SERVICES 2013	CONSTRUCTION (if applicable)
e.	(1) TITLE AND LOCATION (City and State) NPS Catch Basin Cleaning, Washington, DC	(2) YEAR COMPLETED	
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Project Manager for the Cleaning of 630 Catch Basins on a yearly basis. This contract was awarded in 2015 for a term of 5 years. This work is being performed in accordance to the contract as issued by National Park Services.	PROFESSIONAL SERVICES Ongoing	CONSTRUCTION (if applicable)

Reybold

BID FORM

**WORCESTER COUNTY PUBLIC WORKS
SEWER CLEANING AND INSPECTION SERVICES**

TO:

COMMISSIONERS OF WORCESTER COUNTY
COUNTY GOVERNMENT CENTER
1 WEST MARKET STREET, RM. 1103
SNOW HILL, MARYLAND

I have received the construction documents titled Sewer Cleaning and Inspection Services. I have also received Addenda Nos. _____, and have included their provisions in this Proposal. I have examined both the documents and submit the following bid:

UNIT COST BID ITEMS

Bid Item	Item Description	Quantity	Units	Unit Price	Total Price
1	Light Cleaning and CCTV Inspection within West Ocean City	11,111	Linear Feet	\$2.55	\$28,333.05

Unit Cost Bid Item 1 Subtotal (Number): \$28,333.05

Unit Cost Bid Item 1 Subtotal (in Words): TWENTY EIGHT THOUSAND - THREE HUNDRED THIRTY THREE AND FIVE CENTS

CONTINGENT BID ITEMS

Bid Item	Item Description	Quantity	Units	Unit Price	Total Price
2	Heavy Cleaning	4	Hours	\$405.00	\$1620.00
3	Bypass Pumping up to 1 MGD	4	Days	\$1400.00	\$5600.00

Contingent Bid Items 2 & 3 Subtotal (Number): \$7220.00

Contingent Bid Items 2 & 3 Subtotal (in Words): SEVEN THOUSAND TWO HUNDRED - TWENTY TWO AND NO CENTS

TOTAL BID PRICE

Total Bid Price = Unit Cost Bid Items Subtotal + Contingent Bid Items Subtotal

Total Bid Price (Number): \$ 35,553.⁰⁵/100

Total Bid Price (in Words): THIRTY-FIVE THOUSAND FIVE HUNDRED FIFTY-THREE DOLLARS & FIVE CENTS

Notes:

Contractor's pricing shall include all mobilization costs.

Contingent bid items may not be engaged without prior authorization from the Owner.

The Financial Proposal shall include a list of each bid item, estimated quantities, unit prices, and line item costs as well as the summed total for the project.

BID MUST BE SIGNED TO BE VALID

Date: 3/12/2018
Signature: *James Grubiel VP*
Typed Name: JAMES GRUBIEL
Title: VICE PRESIDENT
Firm: REYBOLD CONSTRUCTION LLC
Address: 116 ELSA SLOTTMAN
DRIVE BEAR DE 19701
Phone: (302) 832-7100

BID FORM

**WORCESTER COUNTY PUBLIC WORKS
SEWER CLEANING AND INSPECTION SERVICES**

TO:

COMMISSIONERS OF WORCESTER COUNTY
COUNTY GOVERNMENT CENTER
1 WEST MARKET STREET, RM. 1103
SNOW HILL, MARYLAND

I have received the construction documents titled Sewer Cleaning and Inspection Services. I have also received Addenda Nos. 0, and have included their provisions in this Proposal. I have examined both the documents and submit the following bid:

UNIT COST BID ITEMS

Bid Item	Item Description	Quantity	Units	Unit Price	Total Price
1	Light Cleaning and CCTV Inspection within West Ocean City	11,111	Linear Feet	\$3.23	\$35,889.00

Unit Cost Bid Item 1 Subtotal (Number): \$35,889.00

Unit Cost Bid Item 1 Subtotal (in Words): Thirty-five Thousand, Eight Hundred Eighty-Nine Dollars

CONTINGENT BID ITEMS

Bid Item	Item Description	Quantity	Units	Unit Price	Total Price
2	Heavy Cleaning	4	Hours	\$481.75	\$1927.00
3	Bypass Pumping up to 1 MGD	4	Days	\$1,771.50	\$7086.00

Contingent Bid Items 2 & 3 Subtotal (Number): \$9,013.00

Contingent Bid Items 2 & 3 Subtotal (in Words): Nine Thousand and Thirteen Dollars

TOTAL BID PRICE

Total Bid Price = Unit Cost Bid Items Subtotal + Contingent Bid Items Subtotal

Total Bid Price (Number): \$44,902.00

Total Bid Price (in Words): Forty-four Thousand, Nine Hundred and Two Dollars.

Notes:

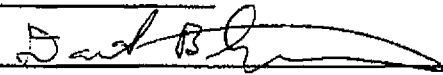
Contractor's pricing shall include all mobilization costs.

Contingent bid items may not be engaged without prior authorization from the Owner.

The Financial Proposal shall include a list of each bid item, estimated quantities, unit prices, and line item costs as well as the summed total for the project.

BID MUST BE SIGNED TO BE VALID

Date: March 12, 2018

Signature: 

Typed Name: David Banks

Title: President

Firm: CES, LLC

Address: 29631 Foskey Ln
Delmar, Maryland 21875

Phone: (443) 497-2704

Reviera

BID FORM

**WORCESTER COUNTY PUBLIC WORKS
SEWER CLEANING AND INSPECTION SERVICES**

TO:

COMMISSIONERS OF WORCESTER COUNTY
COUNTY GOVERNMENT CENTER
1 WEST MARKET STREET, RM. 1103
SNOW HILL, MARYLAND

I have received the construction documents titled Sewer Cleaning and Inspection Services. I have also received Addenda Nos. N/A, and have included their provisions in this Proposal. I have examined both the documents and submit the following bid:

UNIT COST BID ITEMS

Bid Item	Item Description	Quantity	Units	Unit Price	Total Price
1	Light Cleaning and CCTV Inspection within West Ocean City	11,111	Linear Feet	\$3.25	\$36,110.75

Unit Cost Bid Item 1 Subtotal (Number): \$36,110.75

Unit Cost Bid Item 1 Subtotal (in Words): Thirty Six Thousand one hundred Ten dollar and Seventy five Cents

CONTINGENT BID ITEMS

Bid Item	Item Description	Quantity	Units	Unit Price	Total Price
2	Heavy Cleaning	4	Hours	\$ 495.00	\$ 1,980.00
3	Bypass Pumping up to 1 MGD	4	Days	\$2,000.00	\$ 8,000.00

Contingent Bid Items 2 & 3 Subtotal (Number): \$9,980.00

Contingent Bid Items 2 & 3 Subtotal (in Words): Nine Thousand Nine Hundred Eighty-----00/00

TOTAL BID PRICE

Total Bid Price = Unit Cost Bid Items Subtotal + Contingent Bid Items Subtotal

Total Bid Price (Number): \$46,090.75

Total Bid Price (in Words): Forty Six Thousand Ninety dollars and Seventy five Cents

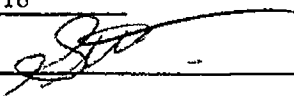
Notes:

Contractor's pricing shall include all mobilization costs.

Contingent bid items may not be engaged without prior authorization from the Owner.

The Financial Proposal shall include a list of each bid item, estimated quantities, unit prices, and line item costs as well as the summed total for the project.

BID MUST BE SIGNED TO BE VALID

Date: 03/12/18
Signature: 
Typed Name: Stan Udhiri
Title: President
Firm: Reviera Enterprises, Inc. (REI)
Address: 7600 Penn Belt Drive
Forestville, MD 20747
Phone: 301 420 7197 Ext 203

Insight

BID FORM

**WORCESTER COUNTY PUBLIC WORKS
SEWER CLEANING AND INSPECTION SERVICES**

TO:

COMMISSIONERS OF WORCESTER COUNTY
COUNTY GOVERNMENT CENTER
1 WEST MARKET STREET, RM. 1103
SNOW HILL, MARYLAND

I have received the construction documents titled Sewer Cleaning and Inspection Services. I have also received Addenda Nos. 0, and have included their provisions in this Proposal. I have examined both the documents and submit the following bid:

UNIT COST BID ITEMS

Bid Item	Item Description	Quantity	Units	Unit Price	Total Price
1	Light Cleaning and CCTV Inspection within West Ocean City	11,111	Linear Feet	\$ 3.85	\$ 42,777.35

Unit Cost Bid Item 1 Subtotal (Number): \$42,777.35

Unit Cost Bid Item 1 Subtotal (in Words): forty-two thousand, seven hundred seventy-seven and thirty-five hundredths

CONTINGENT BID ITEMS

Bid Item	Item Description	Quantity	Units	Unit Price	Total Price
2	Heavy Cleaning	4	Hours	\$ 385.00	\$ 1,540.00
3	Bypass Pumping up to 1 MGD	4	Days	\$ 1,800.00	\$ 7,200.00

Contingent Bid Items 2 & 3 Subtotal (Number): \$8,740.00

Contingent Bid Items 2 & 3 Subtotal (in Words): eight thousand, seven hundred forty

TOTAL BID PRICE

Total Bid Price = Unit Cost Bid Items Subtotal + Contingent Bid Items Subtotal

Total Bid Price (Number): \$51,517.35

Total Bid Price (in Words): fifty-one thousand, five hundred seventeen and thirty-five hundredths

Notes:

Contractor's pricing shall include all mobilization costs.

Contingent bid items may not be engaged without prior authorization from the Owner.

The Financial Proposal shall include a list of each bid item, estimated quantities, unit prices, and line item costs as well as the summed total for the project.

BID MUST BE SIGNED TO BE VALID

Date: 3/12/2018

Signature: DocuSigned by:
Dennis Showalter

Typed Name: DENNIS SHOWALTER

Title: President

Firm: Insight, LLC

Address: 14707A Willard Road
Chantilly, VA 20151

Phone: 703-378-9008

BID FORM

**WORCESTER COUNTY PUBLIC WORKS
SEWER CLEANING AND INSPECTION SERVICES**

TO:

COMMISSIONERS OF WORCESTER COUNTY
COUNTY GOVERNMENT CENTER
1 WEST MARKET STREET, RM. 1103
SNOW HILL, MARYLAND

I have received the construction documents titled Sewer Cleaning and Inspection Services. I have also received Addenda Nos. N/A, and have included their provisions in this Proposal. I have examined both the documents and submit the following bid:

UNIT COST BID ITEMS

Bid Item	Item Description	Quantity	Units	Unit Price	Total Price
1	Light Cleaning and CCTV Inspection within West Ocean City	11,111	Linear Feet	\$ 5.35	\$ 59,443.85

Unit Cost Bid Item 1 Subtotal (Number): \$59,443.85

Unit Cost Bid Item 1 Subtotal (in Words): Fifty-nine thousand, four-hundred forty-three dollars and eighty-five cents

CONTINGENT BID ITEMS

Bid Item	Item Description	Quantity	Units	Unit Price	Total Price
2	Heavy Cleaning	4	Hours	\$ 400.00	\$ 1,600.00
3	Bypass Pumping up to 1 MGD	4	Days	\$ 2,000.00	\$ 8,000.00

Contingent Bid Items 2 & 3 Subtotal (Number): \$9,600.00

Contingent Bid Items 2 & 3 Subtotal (in Words): Nine-thousand, six-hundred dollars and zero cents

TOTAL BID PRICE

Total Bid Price = Unit Cost Bid Items Subtotal + Contingent Bid Items Subtotal

Total Bid Price (Number): \$69,043.85

Total Bid Price (in Words): Sixty-nine thousand, forty-three dollars and eighty-five cents

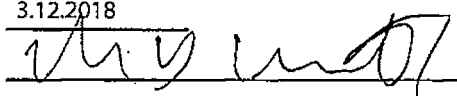
Notes:

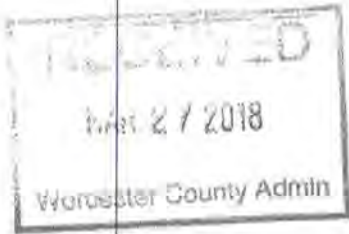
Contractor's pricing shall include all mobilization costs.

Contingent bid items may not be engaged without prior authorization from the Owner.

The Financial Proposal shall include a list of each bid item, estimated quantities, unit prices, and line item costs as well as the summed total for the project.

BID MUST BE SIGNED TO BE VALID

Date: 3.12.2018
Signature: 
Typed Name: Mark D. Barnett, P.E.
Title: Manager
Firm: Hydrostructures, LLC
Address: 5269 Cleveland Street, Suite 101
Virginia Beach, VA 23462
Phone: 757.631.7989



15

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

JOHN H. TUSTIN, P.E.
DIRECTOR

JOHN S. ROSS, P.E.
DEPUTY DIRECTOR

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

MEMORANDUM

TO: Harold L. Higgins, Chief Administrative Officer
FROM: John H. Tustin, P.E., Director of Public Works
John S. Ross P.E. Deputy Director *JSR*
DATE: March 26, 2018
SUBJECT: Mystic Harbour Effluent Disposal Project
Amendment to the Engineering Services Agreement

DIVISIONS

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

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

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

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

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

.....
As we have continued to complete the Mystic Harbour Effluent Disposal Project, there have been a number of tasks requiring attention that required the services of the Consulting Engineer, Davis, Bowen and Friedel to complete. Additionally, as we enter into the final construction phase of the project, their assistance will be needed during construction for contract administration services and for onsite inspection of the project. The following additions to the contract are required:

1. Services to modify the discharge of effluent into the golf course irrigation system to minimizing the disruption of the golf course. Design and surveying services to reuse a portion of on-site piping. Total cost \$3,200.
2. The original concept for discharging of effluent did not envision a need for pumping therefore; no provisions were included for electrical design at the Mystic Harbour Wastewater Treatment Plant. As the project moved forward, it became clear that in order to properly control the discharge, pumping would be required. Although the pump station is a prefabricated unit, electrical design services were needed to power the station and to integrate the station into the County SCADA control systems. Total Cost \$25,400.
3. Permitting services needed to complete the project. Assistance in obtaining approvals from Maryland Department of the Environment, Maryland State Highway Administration, local Conservation District and Local Roads permits. Total Cost \$10,184.
4. Assistance in project bidding by coordinating for distribution of plans and specs, coordinating and attending the pre-bid, issuing bidding addenda, reviewing bids, tabulating costs and providing bid recommendation. Total cost \$8,000.
5. Design of the modifications to Pump Station Number 4 in West Ocean City. Detail the station modifications, design the interconnecting piping, metering and monitoring controls to allow wastewater to be passed from West Ocean City to Mystic Harbour. Total cost \$22,500.

1a

6. Assisting the designer of the golf course irrigation system working through the requirement of USDA. Providing the necessary USDA documents in the construction contract, reviewing the documents for USDA approval. Total Cost \$9,900.
7. Through their subconsultant H&B Services, an application was prepared to obtain the discharge permit from MDE for the spray discharge. Total Cost \$6,000.
8. Contract Administration for the final pipeline interconnection construction work. Total cost \$18,000
9. On-site inspection of the construction of the pipeline connections and pumping system to pump effluent to the golf course for disposal. Total Cost \$12,000.

Although these modifications look and are significant, they reflect the unique and complex nature of this project. Working through the golf course design and construction, continually changing design requirements, the addition of off-site project components and the extended time period to resolve project scope issues impacted these costs. The original project budget from 2015 for engineering design services, permitting and inspection was \$300,000. With all of these additions, the total fees contracted for the project will total \$230,035; therefore, funding is available in the project costs to cover these expenses.

I have attached an updated version of the project Engineering agreement in the format as requested by USDA for Commission President Purnell's signature.

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

cc: John S. Ross, P.E. Deputy Director
Jessica Wilson, CPA Enterprise Fund Controller

This is **EXHIBIT K**, consisting of [REDACTED] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated **January 6, 2016**.

AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment No. 1

The Effective Date of this Amendment is: **TBD**.

Background Data

Effective Date of Owner-Engineer Agreement: January 6, 2016 .
Owner: Worcester County .
Engineer: Davis, Bowen, & Friedel, Inc. .
Project: Mystic Harbor Effluent Discharge Disposal Project .

Nature of Amendment: [Check those that are applicable and delete those that are inapplicable.]

- Additional Services to be performed by Engineer
- Modifications to services of Engineer
- Modifications to responsibilities of Owner
- Modifications of payment to Engineer
- Modifications to time(s) for rendering services
- Modifications to other terms and conditions of the Agreement

Description of Modifications:

See attached proposal for Original Contract

ADDITIONAL SERVICES

Mystic Harbor Effluent Disposal Project

Davis, Bowen, & Friedel, Inc., provided an evaluation to determine whether the existing effluent pumps at the Mystic Harbor WWTP could be utilized to transfer effluent to the Eagles Landing irrigation ponds and Castaways tank. After performing a site visit and evaluating the existing facilities, it was determined that due to the length and diameter of the proposed effluent force main, the head condition was potentially greater than the existing effluent pumps could handle when operating at full capacity. This required that an external pump station be designed to

allow the effluent to be pumped from the Mystic Harbor Effluent tank to the Castaways Tank. To allow the project to be completed as a whole, survey was obtained from multiple locations to include the Castaways site, Mystic Harbor WWTP, and the Eagles Landing Golf Course. The survey was analyzed, and infrastructure laid out to allow for the project completion. When the preliminary design was completed, multiple meetings and site visits occurred with both the County and Ocean City personnel. Ocean City indicated a potential new route for the effluent forcemain that required that all effluent travel through all three ponds prior to entering the irrigation pump station. With this being considered, concerns with the existing irrigation ponds interconnections and depths were discussed and some concerns were alleviated with construction inspections and design and construction of additional infrastructure. The additional infrastructure included an overflow weir and outfall protection for the effluent piping. These additions allow for the raising of the pond elevations as well as to determine the condition of the existing cross connection piping. Meters were added to the effluent piping from the Mystic Harbor WWTP to allow for the County to monitor how much effluent is discharged to different locations as required by the discharge permit. As part of this effort, the Mystic Harbor Plant is now capable of transmitting effluent to Ocean City should the other discharge options be unavailable. Additional services associated with the design of the Mystic Harbor Effluent Discharge Disposal Project was **\$3,200**.

An Electrical Engineer was brought on to the team to complete the electrical connections and design the control processes for the project. As part of the electrical engineer's scope, a SCADA system was added to the project to allow for all portions of the work to operate together. The SCADA allows for all of the components to operate seamlessly. Panels were added at the WWTP, Castaways tank, automated valve vault, and at the irrigation pump station. The control schematic allows for control of the system while fully utilizing the available storage available to the County. Invoicing provided by Carew Associates including administrative fees was **\$25,470**.

Permitting services were provided to meet the USDA requirements to bid the project. Permitting including the Maryland Department of the Environment, Worcester County Roads, Worcester County Coil Conservation, and the Maryland State Highway Administration were completed. Additional services associated with permitting and funding agency requirements was **\$10,184**.

DBF provided assistance bidding the project to the requirements set by the funding agency. DBF aided in the advertisements, contacting contractors, answer requests for information, coordinate and run a pre-bid meeting. As part of the Bidding process, DBF evaluated bids for errors, contacted references, ensured all required documents are provided by the contractors, and made a recommendation as to the Award of the project. The additional services for the bidding portion of the project was **\$8,000**.

Pump Station #4

Davis, Bowen, & Friedel, Inc. was requested to provide the ability to meter the effluent from Pump Station #4 and transfer the pump station effluent to the Mystic Harbor Plant by providing an interconnection between Pump Station #4 and the Mystic Harbor Wastewater Treatment Plant. The connection was determined to be necessary to allow expansion in the West Ocean City Service area by transferring capacity to the Mystic Harbor Wastewater Treatment Plant. The project began by meeting on-site with Worcester County personnel to determine the layout

of the existing piping and pump station. Plans for the infrastructure were collected and analyzed to determine the scope of the project. DBF's surveyed the pump station site and roadway. The meter vault and forcemain were laid out to provide the least amount of disturbance to the roadway and pump station. An electrical engineer was brought on staff to evaluate the existing pump station to determine if upgrades were required to add the meter and SCADA at Pump Station #4. Plans were developed to include existing conditions, site plans, profiles, electrical and details. Permitting began but the pump station was removed from the project at the request of the Maryland Department of the Environments due to questions about planning. This work was completed for the sum of **\$22,500**.

Eagles Landing Golf Course Irrigation Consultant

Davis, Bowen, & Friedel, Inc. provided assistance to the irrigation designer for the Eagles Landing Golf Course. The assistance began with a meeting between the County, Ocean City, DBF and the Michael Khun and Associates to determine the scope of the work. Assistance included providing specifications for bidding and to obtain funding agency approval. Specification were developed in the EJCDC format and included contractual, bid forms, general specifications, and technical specifications. DBF coordinated with the County and USDA to obtain approval to bid the project. After the approval of the documents by USDA, DBF provided services to include EJCDC contracts for the irrigation consultant. This work was completed for the sum of **\$9,990**

Environmental Permitting By H&B Solutions

H&B Solutions was sub-contracted to provide permitting services for the Mystic Harbor Wastewater Treatment Plant Effluent. Services included permitting for the discharge permit and the spray irrigation permit for the Mystic Harbor WWTP. H&B invoices including administrative fees came to \$7,540 less \$1,540 indicated in the bid form. DBF request an additional **\$6,000** for this effort.

Construction Administration Services

Construction Administration Services will be provided throughout the project construction and will include the following:

- Coordinate between the Owner and Contractor when appropriate.
- Conducting the Pre-Construction Conference and progress meetings for the project on behalf of the Owner including preparation and distribution of meeting minutes.
- Review of submittals by the Contractor on materials proposed for use in the construction project.
- Answer Contractor and the Owner questions regarding project materials, equipment, and construction processes.
- Supervision of Resident Project Representative (RPR) monitoring and reporting activities, and distribution of Daily Field Reports generated by the RPR.
- Evaluate and track the construction schedule with notice provided to the Owner as scheduling issues arise.

- Coordinate any necessary quality control on behalf of the Owner as required by the Contract Documents or testing that may be in addition to that already provided by the Contractor.
- Review and distribute results of materials testing that are required.
- Confirm that testing has been performed on required portions of the underground utilities and that results conform to project requirements.
- Review Contractor progress payment applications, make recommendations, and submit to the Owner.
- Communication with the Contractor pertaining to conflict resolution and any other issues relevant to construction activity.
- Review and recommendations for Contractor Change Order requests; draft and process same.
- Negotiate with Contractor on behalf of the Owner on any issue affecting such constructed improvements. Technical assistance will be provided by the Project Design Team.
- Schedule and participate in the final inspection of the completed work to result in preparation of a punch-list.
- Verification that punch-list items have been completed and recommendations regarding acceptance to the Owner.
- Schedule, conduct, and report the results of the end-of-warranty inspection of constructed improvements.
- Construction Administration fees are based on 60 day construction period and 30 day shop drawing review phase.

This work will be completed for the sum of **\$18,000.00**

Inspection Services

RPR Services will be provided as necessary throughout the project construction and will include the following:

- Pre-construction video to document the condition of existing site area and adjacent properties.
- Full-time inspection during installation of underground improvements and paving, and part-time inspection of above-ground and accessible improvements to verify compliance with project specifications.
- Inspection of materials provided by the Contractor for use in the construction project.
- Preparation of Daily Field Reports to summarize the Contractor's activities and field conditions.
- Maintain project record of field reports, meeting minutes, and construction correspondence.
- Monitoring any testing activities to confirm compliance with requirements of project specifications.
- Maintain quantity log to document daily production on unit price contracts to facilitate review of contractor payment applications.
- Informing the Engineer as to the progress and quality of work.
- Review changes observed to accommodate field conditions and maintain RPR field as-built set.
- Informing the Contract Administrator of conflicts and formulation of punch-list at conclusion of constructed improvements.

Inspection fees assume one inspector full-time for below grade work and part time for all other work over the 60 day construction period. Estimated inspection hours for construction meetings and final inspection are also included in the estimated fee.

This work will be completed for the sum of **\$12,000.00**

Agreement Summary:

Original agreement amount:	\$ 14,656.00
Net change for prior amendments:	\$ 0
This amendment amount:	\$ 115,344.00
Adjusted Agreement amount:	\$ 130,000.00

Change in time for services (days or date, as applicable): _____

The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement, including those set forth in Exhibit C.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect.

OWNER:

ENGINEER:

By: _____

By: _____

Print name: Diana Purnell

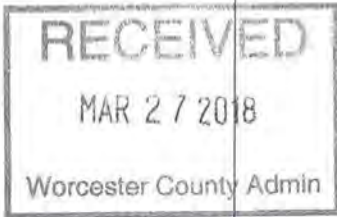
Print name: Jason P. Loar, P.E.

Title: President of the County Commissioners

Title: Principal

Date Signed: _____

Date Signed: _____



16

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

JOHN H. TUSTIN, P.E.
DIRECTOR

JOHN S. ROSS, P.E.
DEPUTY DIRECTOR

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

DIVISIONS

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

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

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

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

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

MEMORANDUM

TO: Harold L. Higgins, Chief Administrative Officer
FROM: John H. Tustin, P.E., Director *JHT*
DATE: March 27, 2018
SUBJECT: Recreation Center Multipurpose Fitness Arena
Heating/Ventilation/Air Conditioning

The Recreation Center's Multipurpose Fitness Arena, construction completed June 2005, is climate controlled using two ground-mounted HVAC roof top units that provide approximately ninety (90) tons of cooling and heating. The RTU's are in need of replacement due to many factors which are described and summarized below.

Summary:

- Improper mechanical design at construction
 - ❖ The original mechanical design specified the cooling set point to be 80°F and the space has been, and is currently, being operated at 68-72°F. It is unknown if adequate information was provided to the mechanical engineer during the project's Use Analysis and design phase so the design may have been flawed from by lack of proper design parameters. At this point, the current equipment cannot meet the demands and is being operated beyond its intended design.
 - ❖ Humidity in the space is controlled by the RTU gas-fired furnaces and not a dedicated dehumidification unit as would be standard in a system designed to meet the athletic use of the space and the guidelines for design of gymnasium spaces.
 - ❖ The RTU's CO² control does not meet current ASHRAE Indoor Air Quality standards.

- Daily occupancy and high occupancy during sporting activities and special events such as Track Meets
 - ❖ The space receives a heavy occupant load during various sporting events with occupancy going from 8-10 walkers to events that have over 1,000 athletes and spectators. It is not known if these occupant loads were taken into account in the original design.
- Extensive condenser coil corrosion
 - ❖ The condenser coils have been damaged from two possible factors consisting of salt air exposure and improper cleaning with caustic coil cleaning agents. Replacement pricing for the RTU coils was obtained during the 2016 HVAC Condenser Coil Replacement Project bid process and the coil pricing was approximately 50% of the total unit replacement purchase price so the coil replacement project was not awarded as most bidders felt it would be better for the County to address the operational issues and eventually replace the units in their entirety.
- Building envelope leakage
 - ❖ The building's overhead door, that provide access to this space, faces the northwest and has significant air gaps allowing conditioned air to escape to the outdoors. The space also has large fire ventilation louvers at the east elevation with motorized dampers and there are spaces in the louver damper blades that allow passage of conditioned air to the outdoors.

It is with the above stated that it is requested that the County use a highly competent mechanical engineering firm such as Gipe Associates, Inc. to perform the required engineering evaluations to determine what type of system is needed to best serve the space. Gipe has provided a proposal to perform an engineering and feasibility study for \$5,500.00. In addition to the lump sum fees, Gipe will be requesting reimbursement for direct out-of-pocket expenses at cost plus 10% for items such as travel, overnight/messenger deliveries, outside reproductions etcetera as is required and requested to support the project. The added expense is listed in the proposals provided.

Funds, \$200,000.00, are available in Assigned Fund Balance for this project.

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

Attachments

cc: Ken Whited



Gipe Associates, Inc.
CONSULTING ENGINEERS

P.B. #: 16456
Easton Office

February 12, 2018

Mr. Ken Whited
Maintenance Superintendent
Worcester County Department of Public Works
6113 Timmons Road
Snow Hill, MD 21863

Project: Worcester County Recreational Center RTU #1 and RTU #2 - HVAC Evaluation
Reference: Fee Proposal for Engineering Study/ Feasibility Analysis

Dear Ken:

We are pleased to submit our fee proposal for the performance of mechanical engineering services on the referenced project.

The scope of our work would include an analysis of the existing HVAC (Heating, Ventilating, and Air Conditioning) units (RTU #1 and RTU #2) serving the Worcester County Recreational Center located in Snow Hill, Maryland. The area conditioned by RTU #1 and RTU #2 is approximately 35,700 ft². Our study shall include a review of existing drawings, field investigations, and non-destructive observations of the existing RTU#1/RTU#2 units. The focus of our study will be on evaluating the existing RTU#1/RTU#2 units and recommending replacement or improvement options based on life cycle cost analysis. Phasing and removal of the existing RTU#1/RTU#2 units shall be considered in our evaluation.

The following outlines the mechanical tasks we propose to perform in completing the study:

1. Perform field survey and observations.
2. Determine age, condition, and code compliance of existing mechanical systems.
3. Develop schematic drawings of existing mechanical systems.
4. Perform existing mechanical systems evaluation relative to future building use.
5. Provide recommendations for new mechanical systems.
6. Perform cost estimate for new construction and renovations.
7. Evaluate existing building envelope impacts on existing mechanical systems.
8. Perform preliminary heating/cooling load calculations.
9. Perform preliminary ventilation calculations.
10. Perform life cycle cost analysis.
11. Perform Energy Modeling.
12. Review/comment on original Test/Balance Report.

Based on our findings a cost estimate shall be prepared for your use in making an informed decision regarding the scope, budget, and extent of HVAC renovations related to improving temperature/humidity in the gymnasium. The focus of our study will concentrate on solutions with the least disruption and greatest long term feasibility. All of our findings with recommendations shall be documented in a short letter report. Our fee includes up to three (3) copies of the report.

1220 East Joppa Road
Suite 223
Towson, Maryland 21286
TEL 410.832.2420
FAX 410.832.2418

8719 Brooks Drive
Post Office Box 1147
Easton, Maryland 21601
TEL 410.822.8688
FAX 410.822.6306

Our fee for the work as outlined above would be for the following lump sum amounts.

Energy Modeling	\$750.00
Field Investigations.	\$1,200.00
Engineering Analysis & Life Cycle Cost Analysis	\$1,600.00
Sketches/Diagrams	\$750.00
Cost Estimating	\$400.00
Presentation of Findings	\$400.00
Final Report	\$400.00
Total Lump Sum Fee	\$5,500.00

In addition to our fee, we would be reimbursed for direct out-of-pocket expenses such as travel, outside reproductions, overnight/messenger deliveries, and long distance telephone calls at cost plus 10%. Other costs plus 10% would include automobile travel at \$0.56 per mile, in-house printing per drawing at \$0.60 each for 18 x 24, \$1.20 each for 24 x 36, \$1.75 each for 30 x 42, plotting at \$5.00 per Plot, 8-1/2 x 11 copywork at \$0.10 per copy, and 11 x 17 copywork at \$0.15 per copy.

In addition, we are assuming that any existing drawings, specifications, submittal data, Test and Balance Reports, O & M information, Control Diagrams, Sequences of Operation, etc., that you have will be made available for our use in preparing the study.

Fees would be due and payable monthly based on our invoices showing the percentage of work completed. Payments not received within 45 days of invoice date would be subject to an additional charge of 1-1/2 percent per month (18% per annum) Gipe Associates, Inc. reserves the right to stop work on this project if payment is not received within 45 days of billing.

The following services are not included in the above fees:

- Electrical, plumbing, or fire protection evaluations.
- HVAC systems not related to RTU #1 and RTU #2.
- Architectural, Structural, or Civil Evaluations.
- Air/Water Survey.
- Camera/video inspection of existing piping, HVAC or electrical systems.
- Demolition of existing piping, HVAC, or electrical systems for inspection.
- Design of replacement systems.
- Inspection of subsurface or non-visible conditions.
- Preparation of record drawings.
- Testing of existing HVAC or electrical systems.
- Tax/Utility Rebate Assistance: Gipe Associates basic fee does not include providing assistance in obtaining tax credits or utility rebates. Should assistance in filing for such tax credits and utility rebates be required, then Gipe Associates shall perform the same as additional services per the hourly rates indicated in this agreement.

If the above services are required they would be considered an extra service and would be billed on a flat hourly basis at the following billing rates which include personnel salaries, overhead and profit. In addition we would be reimbursed for direct out-of-pocket expenses.

Principals	\$160.00 per hour
Project Engineers	\$125.00 per hour
Design Engineers	\$ 95.00 per hour
Draftsmen/CADD	\$ 75.00 per hour
Clerical	\$ 60.00 per hour

This agreement may be terminated by either party after giving thirty days written notice of the intent to terminate to the other party and by payment of the balance due to Gipe Associates, Inc. This balance will be arrived at by an estimate by Gipe Associates, Inc. of the percentage completion of the project at the time of termination plus any reimbursable expense due to termination.

If you are not a corporation and subsequent to the making of this agreement you incorporate your business with or without the knowledge of Gipe Associates, Inc., you agree to be jointly and severally liable to Gipe Associates, Inc. for any indebtedness incurred by or transferred to such corporation. If you are a corporation or partnership and you are not a general partner, your signing this letter warrants that you are duly authorized to do so and you agree to be jointly and severally liable with the corporation or partnership for any indebtedness owing by them to Gipe Associates, Inc.

In accordance with the National Electric Code (NEC) 220.87 (Determining Existing Loads) on any addition to an existing facility, we are required to obtain twelve (12) months electrical usage to verify that the existing electrical service is capable of handling any new loads. Our fee assumes that where the existing building is currently individually metered by a utility company that the Owner will request (from the utility company) a minimum of twelve (12) months electrical usage and forward to the Engineer. This must be done at the beginning of a project. Should the existing building not currently be individually metered by the electrical utility company then our fee assumes that the Owner will provide metering equipment, labor to install metering equipment, electrician, etc., as required to obtain at least 30 days of power usage. Any costs associated with obtaining the required data should be borne by the Owner and is not included in Gipe Associates basic services. Should the Owner desire Gipe Associates to obtain the thirty (30) day meter reading then Gipe Associates shall consider such work as additional services including labor, material, metering equipment, etc.

In the event that your account with Gipe Associates, Inc. becomes delinquent and past due, and Gipe Associates, Inc. engages the services of an attorney to collect the account, then, subject to the applicable law, you and any person jointly and severally liable with you, agree to reimburse to Gipe Associates, Inc. attorneys' fees in an amount equal to 20% of the amount due, whether or not litigation is commenced and court costs.)

Ownership of plans, maps, drawings and all other documents, including original drawings, field notes and data are to remain the property of Gipe Associates, Inc. as instruments of service. Upon payment of all services billed, the Owner may at his expense obtain a set of reproducible record prints and drawings and copies of other documents in consideration of which the Owner will use them solely in connection with this project and no other project.

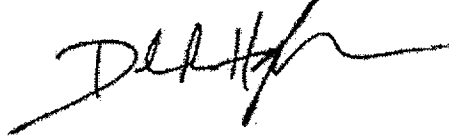
Neither this contract nor any rights or duties hereunder may be assigned or delegated to any other person or entity without the express written consent of Gipe Associates, Inc.

We appreciate the opportunity of submitting this proposal. If these terms are agreeable, please sign and return one copy of this proposal for our records. Upon receipt of a signed proposal, we will arrange a meeting to discuss the project schedule.

Very truly yours,

GIPE ASSOCIATES, INC.

WORCESTER COUNTY PUBLIC WORKS



David R. Hoffman, P. E., C.P.D., LEED AP
President
DRH/lks

Accepted: _____

Date: _____

Cc:



17

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

JOHN H. TUSTIN, P.E.
DIRECTOR

JOHN S. ROSS, P.E.
DEPUTY DIRECTOR

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

DIVISIONS

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FAX: 410-632-3000

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

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

MEMORANDUM

TO: Harold L. Higgins, Chief Administrative Officer
FROM: John H. Tustin, P.E., Director *JHT*
DATE: March 27, 2018
**SUBJECT: Worcester County Library – Ocean Pines Branch
Architectural/Building Envelope/HVAC Renovation
Bid Request**

The Whiting – Turner Contracting Co. has worked with their subcontracted design team of The Design Group, Construction Systems Group, Inc. and Gipe Associates, Inc. and completed the design phase for the subject project. The completed design and bidding documents are fully prepared for public bidding. Whiting-Turner’s Design Phase Services contract with the County includes facilitating the bidding process with bid review and a Guaranteed Maximum Price recommendation for the project. Included in this request are the bidding documents that consisting of architectural, building envelope and HVAC plans and specifications plus Whiting-Turner’s Bid Advertisement (Notice to Bidders) & Prequalification form and Project Manual which is the same format that was used for the Berlin Library bid process.

In closing, once the bidding is complete, it is believed that the County would be best served by entering into a Guaranteed Maximum Price contract with The Whiting-Turner Contracting Company to provide construction management services through completion of the project.

Funding is available in Assigned Fund Balance for this project.

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

Attachments

cc: Ken Whited

FOUNDED 1909

THE WHITING-TURNER CONTRACTING COMPANY

(INCORPORATED)

ENGINEERS AND CONTRACTORS

CONSTRUCTION MANAGEMENT
GENERAL CONTRACTING
DESIGN-BUILD
SPECIALTY CONTRACTING
OFFICE/HEADQUARTERS
RETAIL/SHOPPING CENTERS
HEALTHCARE
BIOTECH/PHARMACEUTICAL
HIGH TECH/CLEANROOM

100 WEST MAIN STREET
SALISBURY, MARYLAND 21801
410-677-3253
FAX 410-677-3259
www.whiting-turner.com

INSTITUTIONAL
DATA CENTERS
SPORTS AND ENTERTAINMENT
INDUSTRIAL
WAREHOUSE/DISTRIBUTION
MULTI-FAMILY RESIDENTIAL
ENVIRONMENTAL
BRIDGES, CONCRETE

WRITER'S DIRECT NUMBER IS

March 26, 2018

302-363-5428

BID ADVERTISEMENT & PREQUALIFICATION

WORCESTER COUNTY LIBRARY – OCEAN PINES BRANCH ARCHITECTURAL, BUILDING ENVELOP, & MEP RENOVATIONS BERLIN, MD

The Whiting-Turner Contracting Company, on behalf of the Worcester County Commissioners, is currently soliciting bids for construction of the Worcester County Library – Ocean Pines Branch Architectural, Building Envelop and MEP Renovations. This project consists of demolition of the existing chimney stacks, gable end architectural features, a complete roof replacement, dormer louver replacement, exterior masonry flashing repair, mechanical upgrades, and minor interior finishes repair. Bid documents, bid packages and proposal forms are available on Whiting-Turner's ftp site:

<https://app.box.com/s/lzyb3heq081jf69i8jovks6x70sy06g2>. Interested subcontractors are encouraged to attend a pre-bid meeting to be held at 1:00 PM on Tuesday, April 24th 2018, at the Ocean Pines Library Conference Room (11107 Cathell Road, Berlin MD). All contractors must be qualified by The Whiting-Turner Contracting Company for their bid to be considered. Pre-qualification forms are available on Whiting-Turner's ftp site and shall be emailed to Tim.Edmondson@Whiting-Turner.com. Sealed bids will be accepted until 1:00 PM on Monday, May 7th, 2018 in the Office of the County Commissioners, Room 1103 – Worcester County Government Center, One West Market Street, Snow Hill, Maryland 21863. Envelopes shall be marked "Proposal for Ocean Pines Library – (Bid Package)" in the lower left-hand corner. Bids will be opened and publicly read aloud in the Board Room (First Floor Government Center). After opening of bids, The Whiting-Turner Contracting Company will be evaluating and conducting scope reviews for the purpose of providing the Worcester County Commissioners a Guaranteed Maximum Price Proposal. In awarding the proposal, the Commissioners reserve the right to reject any and all proposals, waive formalities, informalities and technicalities therein, and to take whatever proposal they determine to be in the best interest of the County considering lowest or best proposal, quality of goods and work, time of delivery or completion, responsibility of subcontractors being considered, previous experience of subcontractors with County contracts, or any other factors they deem appropriate. All inquiries shall be directed in writing to Tim Edmondson at Tim.Edmondson@Whiting-Turner.com.

THE WHITING-TURNER CONTRACTING COMPANY

100 West Main Street • Salisbury, MD • Phone: (410) 677-3253 • Fax: (410) 677-3259

County Commissioners of Worcester County

Ocean Pines Branch Architectural, Building Envelop, and MEP Renovation

BID INVITATION

TO: Estimators

DATE: 4/11/2018

- Whiting-Turner will be performing the job listed as the Construction Manager at-Risk.
- Send **ALL QUESTIONS** via email to: Tim.Edmondson@Whiting-Turner.com (302-363-5428)
- This project consists of: A renovation of existing HVAC equipment, chimney demolition, masonry repairs, roof replacement, new gutters, fascia/soffit repair, gable-end architectural feature installation, dormer louver replacement, and interior finishes replacement. All work will be conducted at the existing Ocean Pines Library: 11107 Cathell Road, Berlin MD 21811
 - DIVISION 01 – SURVEY/CLEANING/TESTING&INSPECTION/ENVELOPE TESTING/WASTE MANAGEMENT
 - DIVISION 04 – MASONRY
 - DIVISION 06 – **WOOD FRAMING** / ROUGH CARPENTRY / FINISH CARPENTRY
 - DIVISION 07 – ROOFING & METAL PANELS / CAULKING / SPRAY INSULATION & AVB
 - DIVISION 21 - SPRINKLER
 - DIVISION 22/23 – PLUMPING, HVAC, CONTROLS / GEOTHERMAL
 - DIVISION 26/27&28 – ELECTRICAL / AV SYSTEM, COMMUNICATIONS, FIRE ALARM, SECURITY
- **NO state-mandated prevailing wage rates.**
- **NO MBE REQUIREMENTS**
- Drawings will be available for review in thru WT Building Connected & Microsoft Share point. Invite to be sent to all bidders:
 - **Building Connected Link:**
 - **WT Sharepoint Link:**
- Bidders are required to visit the site to review all existing conditions, this is a mandatory requirement in order for your bid to be accepted.
- Scopes of work will be published via project specifications.
- Bid substitutions will not be allowed unless pre-approved. Bids must be per plans & specs.
 - Voluntary Alternates will be reviewed and considered.
- All successful contractors will be required to execute a WT Sub Contract (with no changes) and submit a certificate of insurance. An excess liability policy of \$2,000,000 will be mandatory for all trades.
- **The pre-bid meeting is scheduled for Tuesday, April 24th at 1:00 PM.**
 - Location : Ocean Pines Library Conference Room – 11107 Cathell Road, Berlin MD
- **BID IS DUE (05/07/18) Monday, May 7th 2018 at 1:00PM EST.**
- Bids are due at the required time in person at the Office of the County Commissioners, Worcester County Government Center, One West Market Street - Room 1103, Snow Hill, Maryland 21863.
 - **EMAIL BIDS WILL NOT BE ACCEPTED.**
 - Envelopes shall be marked “Proposal for Ocean Pines Library – (Bid Package)” in the lower left-hand corner.
 - Bids will be opened and publicly read aloud in the Board Room (First Floor Government Center) at 1:00 PM EST.
 - After opening bids, Whiting Turner will be evaluating and conducting scope review for the purpose of providing the Worcester County Commissioners a Guaranteed Maximum Price Contract Proposal

Company Name _____
Contact _____
Trade _____
Email Address _____

(PRINT CLEARLY)

Yes, we will bid _____

No, we will not bid _____

PLEASE RETURN INVITE RESPONSE ASAP

*The Whiting-Turner Contracting Company
Timothy Edmondson - Project Manager*

Tim.Edmondson@Whiting-Turner.com

PROJECT MANUAL

OCEAN PINES LIBRARY
BUILDING SHELL REPAIRS

Ocean Pines, Maryland
WT Project # 017131

OWNER

Worcester County Library
307 N Washington St.
Snow Hill, Maryland 21863
(410) 632-2600

SKIN CONSULTANT

Construction Systems Group, Inc.
1451 Dolley Madison Blvd., Suite #300
McLean, Virginia, 22101
(703) 917-0055

CONSTRUCTION MANAGER

The Whiting-Turner Contracting Company
100 W Main St.
Salisbury, Maryland 21801
(410) 667-5323

ARCHITECT

JSD, Inc.
1283 College Park Dr.
Dover, Delaware 19904
(302) 735-4628

MECHANICAL / ELECTRICAL / PLUMBING

Gipe Associates, Inc.
8719 Brooks Dr.
Easton, Maryland 21601
(410) 822-8688

Note

Full Set of Specifications
Available in County Administration
Office

Ocean Pines Library

Civil / Architectural / Structural / MEP Specifications		
Spec. Number	Description	Date
Introductory Information		
00 00 10	Table of Contents	03/22/18
00 00 15	List of Drawing Sheets	03/22/18
WT Specifications - Bidding Requirements		
00 01 00	Invitation to Bid	03/22/18
00 02 00	Bid Advertisement	03/22/18
00 03 00	Bid Form	03/22/18
00 03 50	Labor and Billing Rates	03/22/18
00 04 00	Application for Payment Forms	03/22/18
00 04 10	Forms: Lien Releases, Warranties, Etc.	03/22/18
00 05 00	General and Specific Scopes	03/22/18
00 05 50	Construction Schedule	03/22/18
00 06 00	Contract Forms	03/22/18
00 06 10	Bond Forms	03/22/18
00 06 20	Certificate of Insurance	03/22/18
00 07 00	Loss Control Program	03/22/18
00 07 10	Jobsite Rules	03/22/18
00 07 20	Safety, Harassment, and Conduct Rules	03/22/18
00 07 30	Punch List Procedures	03/22/18
00 07 40	Quality Control Program	03/22/18
00 08 70	WT Insurance Program	03/22/18
Appendix A	Testing and Balancing Report	03/22/18
Appendix B	WT Sub Pre-Qual	03/22/18
CSG Specifications		
General Conditions of Contract		
00 01 00	Instruction to Bidders: AIA A701-1997	03/26/18
00 03 00	Bid Form for Roofers	03/26/18
00 05 00	Agreement Form - Whiting-Turner Contract Documents	03/26/18
00 06 00	Certificates of Insurance & Performance Bond: AIA A312-2010	03/26/18
00 08 00	Supplementary Conditions	03/26/18
Div 01	General Requirements	
00 10 10	Summary of Work	03/26/18
00 10 25	Payment	03/26/18
00 10 40	Coordination	03/26/18
00 10 90	Standards	03/26/18
00 12 00	Project Meetings	03/26/18
00 13 40	Shop Drawings, Product Data, and Samples	03/26/18
00 15 10	Temporary Facilities	03/26/18
00 16 30	Products & Substitutes	03/26/18
00 17 00	Project Closeout	03/26/18
Div 02	Site Work	
00 20 70	Selective Demolition	03/26/18
Div 04	Masonry	
00 45 00	Masonry Restoration	03/26/18
Div 06	Wood	
00 61 00	Rough Carpentry	03/26/18
Div 07	Thermal & Moisture Protection	
00 75 36	Architectural-Grade Asphalt Shingles	03/26/18
00 76 20	Sheet Metal Flashing and Trim	03/26/18
00 79 00	Joint Sealers	03/26/18
Div 08	Doors and Windows	
00 88 00	Glazing	03/26/18
Div 15	Mechanical	

Ocean Pines Library

01 51 00	Temporary Mechanical Disconnects and Reconnects	03/26/18
01 54 00	Roof Drainage and Related Plumbing	03/26/18
	Referenced AIA Documents	
	AIA Document G701-1997	
	AIA Document G702-1983	
	AIA Document G703-1983	
	AIA Document G704-1983	
	AIA Document G706-1970	
	AIA Document G706A-1970	
	AIA Document G707-1970	
	AIA Document G707A-1971	
TDG Specifications		
Div 00		
Pipe Specifications		
Div 01	General Requirements	
01 91 13	General Commissioning Requirements	03/26/18
01 91 15	HVAC Commissioning Requirements	03/26/18
Div 07	Thermal & Moisture Protection	
07 94 13	Fire Protection, HVAC & Plumbing Penetration Firestopping	03/26/18
Div 23	HVAC	
23 05 00	Common Work Results for HVAC	03/26/18
23 05 05	HVAC Piping, Fittings, and Valves	03/26/18
23 05 48	Vibration Controls for HVAC, Plumbing, and Fire Protection Equipment	03/26/18
23 05 93	Testing, Adjusting, and Balancing for HVAC and Plumbing	03/26/18
23 06 00	Heating, Ventilating, and Air Conditioning Equipment	03/26/18
23 06 01	Evaporative DX Cooling Coils	03/26/18
23 06 02	Condensing Units	03/26/18
23 07 01	HVAC Insulation	03/26/18
23 09 00	Instrumentation and Controls of HVAC and Plumbing Systems	03/26/18
23 30 00	HVAC Air Distribution	03/26/18
23 31 23	Existing HVAC Air Distribution System Cleaning	03/26/18
Div 26	Electrical	
26 05 00	Common Work Results for Electrical	03/26/18
26 05 19	Conductors and Cables	03/26/18
26 05 26	Grounding and Bonding	03/26/18
26 05 28	Electrical Firestopping	03/26/18
26 05 29	Hangers and Supports	03/26/18
26 05 33	Raceways and Boxes	03/26/18
26 05 53	Electrical Identification	03/26/18
26 27 26	Wiring Devices	03/26/18
26 28 13	Fuses	03/26/18
26 28 16	Disconnect Switches and Circuit Breakers	03/26/18

Ocean Pines Library

Skin Consultant / Architectural / MEP Drawings		
Drawing No.	Description	Date
CS.1	Cover Sheet	03/26/18
CSG Drawings		
P-1	Roof Plan	03/26/18
D-1	Underlayment Installation	03/26/18
D-2	Starter Course Installation	03/26/18
D-3	Gutter/Eave Detail	03/26/18
D-4	Step Flashing Detail	03/26/18
D-5	Vent Pipe Flashing Detail	03/26/18
D-6	Kick-out Flashing Installation	03/26/18
D-7	Valley Underlayment	03/26/18
D-8	Isometric Masonry Sidewall Counterflashing	03/26/18
D-9	Section Masonry Sidewall Counterflashing	03/26/18
D-10	Masonry Throughwall Flashing	03/26/18
D-11	Downspout Overflow	03/26/18
D-12	Shingle Fastening Pattern	03/26/18
TDG Drawings		
CS	Cover Sheet and Notes	03/21/18
A2.1	Floor Plans and RCP's	03/21/18
A3.1	Roof Plan and Exterior Elevations	03/21/18
A4.1	Gable End Modifications	03/21/18
A4.2	Sections and Details	03/21/18
A4.3	Dormer Modifications	03/21/18
A5.1	Interior Elevations	03/21/18
A5.2	Interior Elevations	03/21/18
Gipec Drawings		
Mechanical		
M0.1	Legend & Abbreviations - HVAC	03/26/18
MD1.1	First Floor Plan - HVAC Demolition	03/26/18
MD1.2	Second Floor Plan - HVAC Demolition	03/26/18
MD2.1	Part Plans - HVAC Demolition	03/26/18
M1.1	First Floor Plan - HVAC New Work	03/26/18
M1.2	Second Floor Plan - HVAC New Work	03/26/18
M2.1	Part Plans - HVAC New Work	03/26/18
M3.1	Details - HVAC	03/26/18
M3.2	Details - HVAC	03/26/18
M4.1	Control Diagrams - HVAC	03/26/18
M5.1	Schedules - HVAC	03/26/18
Electrical		
E.01	Legend & Abbreviations - Electrical	03/26/18
ED1.1	First Floor plan - Electrical Demolition	03/26/18
ED1.2	Second Floor Plan - Electrical Demolition	03/26/18
E1.1	First Floor Plan - Electrical New Work	03/26/18
E1.2	Second Floor Plan - Electrical New Work	03/26/18
E3.1	Details - Electrical	03/26/18
E3.2	Details - Electrical	03/26/18
E4.1	Schedules - Electrical	03/26/18

DIVISION 00 – CONTRACT REQUIREMENTS

- 00100 INVITATION TO BID – Place Holder
- 00200 BID ADVERTISEMENT – Place Holder
- 00300 BID FORM
- 00350 LABOR AND BILLING RATES
- 00400 APPLICATION FOR PAYMENT FORMS
- 00410 FORMS: LIEN RELEASES, WARRANTIES, ETC.
- 00500 GENERAL AND SPECIFIC SCOPES – Place Holder
- 00530 EQUAL OPPORTUNITY
- 00550 CONSTRUCTION SCHEDULE
- 00600 CONTRACT FORMS
- 00610 BOND FORMS
- 00620 CERTIFICATE OF INSURANCE
- 00700 LOSS CONTROL PROGRAM
- 00710 JOBSITE RULES
- 00720 SAFETY, HARRASMENT, & CONDUCT RULES
- 00730 PUNCH LIST PROCEDURES
- 00740 QUALITY CONTROL PROGRAM
- 00870 WT INSURANCE PROGRAM

APPENDIX A – TESTING AND BALANCING REPORT

APPENDIX B – WT SUB PRE-QUAL

PROJECT MANUAL
PROJECT # 17-112

ROOF REPLACEMENT/MASONRY FLASHING/SEALANTS & WET GLAZING
WORCESTER COUNTY LIBRARY
OCEAN PINES BRANCH
ARCHITECTURAL, BUILDING ENVELOPE & MEP RENOVATIONS
MARCH 26, 2018

BID FORM – ROOFING AND MASONRY

PROJECT: Roof Replacement
Ocean Pines Branch
Worcester County Library

LOCATION: Berlin, Maryland

CONTRACTOR: _____

DATE: _____

TIME: _____

TO: Construction Systems Group, Inc.

1. Pursuant to and in compliance with the Proposed Contract Documents dated March 26, 2018, prepared by Construction Systems Group, Inc. JSD, and Gipe Associates, relating to the above referenced Work, the undersigned, having become thoroughly familiar with the terms and conditions of the proposed Contract Documents and with local conditions affecting the performance and costs of the Work at the place where the Work is to be completed, and having fully inspected the site in all particulars, hereby proposes and agrees to fully perform the work within the time stated in, in strict accordance with the proposed Contract Documents and addenda thereto, for the following sum of money:

A. Base Bid

1. Shingle roof replacement for the sum of _____
_____ Dollars (\$_____).
2. Chimney demolition and masonry throughwall flashing rehabilitation for the sum of _____
_____ Dollars (\$_____).
3. Façade sealants and glazing on the north and south elevations for the sum of _____
_____ Dollars (\$_____).
4. Total Combined Bid (Items A-1 through A-3) for the sum of _____
_____ Dollars (\$_____).

PROJECT MANUAL
PROJECT # 17-112

ROOF REPLACEMENT/MASONRY FLASHING/SEALANTS & WET GLAZING
WORCESTER COUNTY LIBRARY
OCEAN PINES BRANCH
ARCHITECTURAL, BUILDING ENVELOPE & MEP RENOVATIONS
MARCH 26, 2018

B. Alternate

1. For substitution of a Fifty Year Architectural Shingle for the Base Bid Product, ADD _____ Dollars (\$ _____) to Base Bid Item A-1.

C. Allowances

The Base Bids shall include the following:

1. Roof Replacement

- Replacement of 3,200 square feet of 5/8" plywood decking.
- Replacement of 400 board feet of deteriorated wood fascia board.
- Repair of 250 board feet of damaged structural members.
- \$5,000.00 for miscellaneous T&M work.

2. Masonry Demolition and Throughwall Flashing Rehabilitation

- 1,000 linear feet of selective masonry tuckpointing
- Selective replacement of 50 damaged brick units
- 250 linear feet of CMU back-up wall tuckpointing

3. Facade Sealants and Glazing

- 200 linear feet of masonry joint width modification

D. Unit Prices

The following unit prices shall apply in the event that actual quantities are less than or greater than the allowance.

1. Plywood deck replacement for _____ Dollars (\$ _____) per square foot.
2. Wood fascia board replacement for _____ Dollars (\$ _____) per board foot.
3. Repair of damaged wood structural members for _____ Dollars (\$ _____) per board foot.

PROJECT MANUAL
PROJECT # 17-112

ROOF REPLACEMENT/MASONRY FLASHING/SEALANTS & WET GLAZING
WORCESTER COUNTY LIBRARY
OCEAN PINES BRANCH
ARCHITECTURAL, BUILDING ENVELOPE & MEP RENOVATIONS
MARCH 26, 2018

4. Miscellaneous T&M work for _____
_____ Dollars (\$) _____) per man-hour.
5. Selective masonry tuckpointing for _____
_____ Dollars (\$) _____) per linear foot.
6. Selective brick replacement for _____
_____ Dollars (\$) _____) per brick unit.
7. CMU back-up wall tuckpointing for _____
_____ Dollars (\$) _____) per linear foot.
8. Masonry sealant joint width modification for _____
_____ Dollars (\$) _____).
9. Miscellaneous T & M work at _____
_____ Dollars (\$) _____) per Man/Day.

NOTE: The Owner reserves the right to negotiate unit prices should quantities over and above allowances be substantial

E. EXTRA WORK

The undersigned agrees that should any change in the Work or extra Work be ordered, the allowance for overhead and profit combined shall be as scheduled below, but in no case shall it exceed 15%. The following applicable percentages shall be added to the extra Work cost as defined by the Agreement Form.

1. Allowance to the Contractor for overhead and profit for extra Work provided by his own forces ____%.
 2. Allowance to the Contractor for overhead and profit for extra Work provided by a subcontractor and supervised by the Contractor ____%.
- F. The cost of Performance Bond, and a Labor and Material Bond will be _____
Percent (%) of the contract award amount. The Owner may elect to have the Performance

PROJECT MANUAL
PROJECT # 17-112

ROOF REPLACEMENT/MASONRY FLASHING/SEALANTS & WET GLAZING
WORCESTER COUNTY LIBRARY
OCEAN PINES BRANCH
ARCHITECTURAL, BUILDING ENVELOPE & MEP RENOVATIONS
MARCH 26, 2018

Bond for this project cover the Contractor's 5-year warranty period. The coverage for the 5-year warranty period will be an additional _____ percent (%).

G. Specify Manufacturer in this Bid:

1. Thirty Year Shingles: _____
2. Fifty Year Shingles: _____
3. Membrane Underlayment: _____
4. Sheet Metal: _____
5. Hurricane-grade Louvers: _____
6. Sealants: _____
7. Copper Fabric Throughwall Flashing: _____

H. Final contract price will be adjusted at completion of Work to give Owner credit for any unused quantities of unit price items. Credit shall be given at same unit prices quoted above. Any additional quantities required, over and above quantities stated in this Proposal, will be added to Contract by change order, at unit prices quoted above. If awarded this Contract, the undersigned will execute a satisfactory Construction Contract, and submit proof of insurance coverage with the Owner for the entire Work as per the Contract Documents within ten (10) days after notice of award. It is agreed that this Proposal is subjected to the Owners acceptance for a period of sixty (60) days from the above date.

I. Identify Subcontractor (if applicable) for the following:

1. Masonry: _____
2. Sealant/Glazing: _____
3. Sheet Metal: _____
4. Scaffolding: _____

J. The undersigned fully understands that the bids submitted include the use of qualified installers (roofers) and the Owner will not fund additional monies to accomplish this intent.

PROJECT MANUAL
PROJECT # 17-112

ROOF REPLACEMENT/MASONRY FLASHING/SEALANTS & WET GLAZING
WORCESTER COUNTY LIBRARY
OCEAN PINES BRANCH
ARCHITECTURAL, BUILDING ENVELOPE & MEP RENOVATIONS
MARCH 26, 2018

K. The undersigned agrees to the following:

1. To furnish all labor and materials as shown and specified.
2. To substantially complete the Total Combined Bid scope of work in consecutive working days from the date of commencement.
3. To work _____ working days a week.
4. To start work _____ days after the date of receipt of a written notice to proceed.

L. Receipt is acknowledged of the following addenda:

No. _____ Dated _____

No. _____ Dated _____

No. _____ Dated _____

M. Final contract price will be adjusted at completion of Work to give Owner credit for any unused quantities of unit price items. Credit shall be given at same unit prices quoted above. Any additional quantities required, over and above quantities stated in this Proposal, will be added to Contract by change order, at unit prices quoted above.

If awarded this Contract, the undersigned will execute a satisfactory Construction Contract, and submit proof of insurance coverage with the Owner for the entire Work as per the Contract Documents within ten (10) days after notice of award. It is agreed that this Proposal is subjected to the Owners acceptance for a period of sixty (60) days from the above date. The undersigned fully understands that the bids submitted include the use of qualified installers, and that the Owner will not fund additional monies to accomplish this intent.

Bidder agrees that the Owner has the right to accept or reject any or all bids and to waive formalities.

PROJECT MANUAL
PROJECT # 17-112

ROOF REPLACEMENT/MASONRY FLASHING/SEALANTS & WET GLAZING
WORCESTER COUNTY LIBRARY
OCEAN PINES BRANCH
ARCHITECTURAL, BUILDING ENVELOPE & MEP RENOVATIONS
MARCH 26, 2018

RESPECTFULLY SUBMITTED

BY: _____
Signature

Printed Name

Title

Company

(SEAL IF BIDDER IS CORPORATION)

PROJECT MANUAL
PROJECT # 17-112

**ROOF REPLACEMENT/MASONRY FLASHING/SEALANTS & WET GLAZING
WORCESTER COUNTY LIBRARY
OCEAN PINES BRANCH
ARCHITECTURAL, BUILDING ENVELOPE & MEP RENOVATIONS
MARCH 26, 2018**

BID FORM – Carpentry, Mechanical, & Electrical

PROJECT: Roof Replacement
Ocean Pines Branch
Worcester County Library

LOCATION: Berlin, Maryland

CONTRACTOR: _____

DIV. OF WORK: _____

DATE: _____

TIME: _____

TO: Construction Systems Group, Inc.

1. Pursuant to and in compliance with the Proposed Contract Documents dated March 26, 2018, prepared by Construction Systems Group, Inc. JSD and Gipe Associates, relating to the above referenced Work, the undersigned, having become thoroughly familiar with the terms and conditions of the proposed Contract Documents and with local conditions affecting the performance and costs of the Work at the place where the Work is to be completed, and having fully inspected the site in all particulars, hereby proposes and agrees to fully perform the work within the time stated in, in strict accordance with the proposed Contract Documents and addenda thereto, for the following sum of money:

A. Base Bid

1. For the sum of _____
_____ Dollars (\$ _____).

B. Alternate

1. ADD _____
Dollars (\$ _____) to Base Bid Item A-1.

C. Allowances

The Base Bids shall include the following:

PROJECT MANUAL
PROJECT # 17-112

**ROOF REPLACEMENT/MASONRY FLASHING/SEALANTS & WET GLAZING
WORCESTER COUNTY LIBRARY
OCEAN PINES BRANCH
ARCHITECTURAL, BUILDING ENVELOPE & MEP RENOVATIONS
MARCH 26, 2018**

1. Not Applicable

D. Unit Prices

The following unit prices shall apply in the event that actual quantities are less than or greater than the allowance.

1. Miscellaneous T & M work at _____
_____ Dollars (\$) _____) per Man/Day.

NOTE: The Owner reserves the right to negotiate unit prices should quantities over and above allowances be substantial

E. EXTRA WORK

The undersigned agrees that should any change in the Work or extra Work be ordered, the allowance for overhead and profit combined shall be as scheduled below, but in no case shall it exceed 15%. The following applicable percentages shall be added to the extra Work cost as defined by the Agreement Form.

1. Allowance to the Contractor for overhead and profit for extra Work provided by his own forces ____%.
2. Allowance to the Contractor for overhead and profit for extra Work provided by a subcontractor and supervised by the Contractor ____%.

F. The cost of Performance Bond, and a Labor and Material Bond will be _____ Percent (%) of the contract award amount. The Owner may elect to have the Performance Bond for this project cover the Contractor's 5-year warranty period. The coverage for the 5-year warranty period will be an additional _____ percent (%).

G. Specify Manufacturer in this Bid:
Not Applicable

H. The undersigned fully understands that the bids submitted include the use of qualified installers and the Owner will not fund additional monies to accomplish this intent.

PROJECT MANUAL
PROJECT # 17-112

ROOF REPLACEMENT/MASONRY FLASHING/SEALANTS & WET GLAZING
WORCESTER COUNTY LIBRARY
OCEAN PINES BRANCH
ARCHITECTURAL, BUILDING ENVELOPE & MEP RENOVATIONS
MARCH 26, 2018

I. The undersigned agrees to the following:

1. To furnish all labor and materials as shown and specified.
2. To substantially complete the Total Combined Bid scope of work in consecutive working days from the date of commencement.
3. To work _____ working days a week.
4. To start work _____ days after the date of receipt of a written notice to proceed.

J. Receipt is acknowledged of the following addenda:

No. _____ Dated _____

No. _____ Dated _____

No. _____ Dated _____

K. Final contract price will be adjusted at completion of Work to give Owner credit for any unused quantities of unit price items. Credit shall be given at same unit prices quoted above. Any additional quantities required, over and above quantities stated in this Proposal, will be added to Contract by change order, at unit prices quoted above.

If awarded this Contract, the undersigned will execute a satisfactory Construction Contract, and submit proof of insurance coverage with the Owner for the entire Work as per the Contract Documents within ten (10) days after notice of award. It is agreed that this Proposal is subjected to the Owners acceptance for a period of sixty (60) days from the above date. The undersigned fully understands that the bids submitted include the use of qualified installers, and that the Owner will not fund additional monies to accomplish this intent.

Bidder agrees that the Owner has the right to accept or reject any or all bids and to waive formalities.

PROJECT MANUAL
PROJECT # 17-112

**ROOF REPLACEMENT/MASONRY FLASHING/SEALANTS & WET GLAZING
WORCESTER COUNTY LIBRARY
OCEAN PINES BRANCH
ARCHITECTURAL, BUILDING ENVELOPE & MEP RENOVATIONS
MARCH 26, 2018**

RESPECTFULLY SUBMITTED

BY: _____
Signature

Printed Name

Title

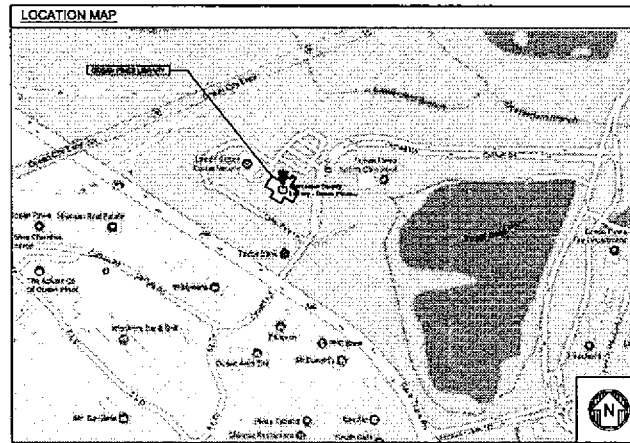
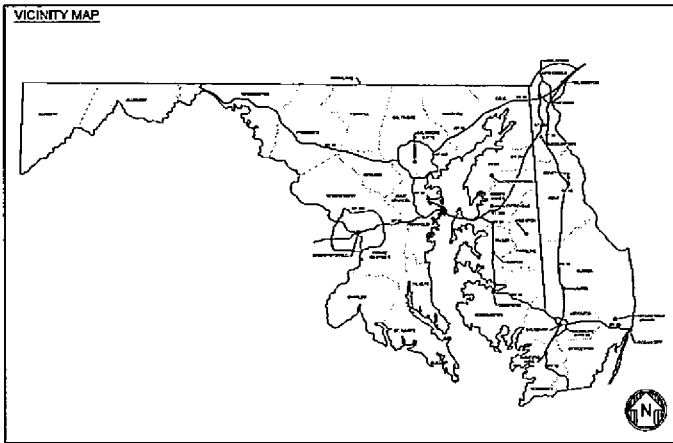
Company

(SEAL IF BIDDER IS CORPORATION)

Drawings for:

WORCESTER COUNTY LIBRARY OCEAN PINES BRANCH ARCHITECTURAL/BUILDING ENVELOPE/MEP RENOVATIONS

11107 CATHELL ROAD
BERLIN, MARYLAND 21811



Drawings List	
General	CS.1 Cover Sheet
Skin Components	P-1 Roof Plan
	U-1 Underlayment Installation
	D-2 Starter Course Installation
	D-3 Gutter/Edge Detail
	D-4 Stop Flashing Detail
	D-5 Vent Pipe Flashing Detail
	D-6 Kick-out Flashing Installation
	D-7 Valley Underlayment
	D-8 Isomeric Masonry Sidewall Counterflashing
	D-9 Section Masonry Sidewall Counterflashing
	D-10 Masonry Throughwall Flashing
	D-11 Downspout Overline
	D-12 Single Fastening Pattern
Architectural	CS Floor Plans and Notes
	A2.1 Floor Plans and RCP's
	A3.1 Roof Plan and Exterior Elevations
	A4.1 Gable End Modifications
	A4.2 Sections and Details
	A4.3 Dormer Modifications
	A5.1 Interior Elevations
	A5.2 Interior Elevations
Mechanical	MD.1 Legend & Abbreviations - HVAC
	MD1.1 First Floor Plan - HVAC Demolition
	MD1.2 Second Floor Plan - HVAC Demolition
	MD2.1 Part Plans - HVAC Demolition
	M1.1 First Floor Plan - HVAC New Work
	M1.2 Second Floor Plan - HVAC New Work
	M2.1 Part Plans - HVAC New Work
	M2.2 Details - HVAC
	M3.2 Details - HVAC
	M4.1 Control Diagrams - HVAC
	M5.1 Schedules - HVAC
Electrical	E.01 Legend & Abbreviations - Electrical
	ED1.1 First Floor Plan - Electrical Demolition
	ED1.2 Second Floor Plan - Electrical Demolition
	E1.1 First Floor Plan - Electrical New Work
	E1.2 Second Floor Plan - Electrical New Work
	E2.1 Details - Electrical
	E2.2 Details - Electrical
	E4.1 Schedules - Electrical

Note!

Full set of Plans Available for Review in County Administration Office.

100% BID DOCUMENTS
Date: MARCH 26, 2018

REV.	DATE	DESCRIPTION

DRAWER

Gipe Associates Inc.
Consulting Engineers
3715 Brooke Drive
Essex, Maryland 21031
Phone: 410-322-0888
Fax: 410-322-0888
www: 11212

THE DRAWING LISTED LOCATIONS MAY BE SUBJECT TO CHANGE WITHOUT NOTICE. THE PROJECT IS THE PROPERTY OF G.I.P.E. ASSOCIATES, INC. IT IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM.



**WORCESTER COUNTY LIBRARY
OCEAN PINES BRANCH
ARCHITECTURAL/BUILDING
ENVELOPE/MEP RENOVATIONS**

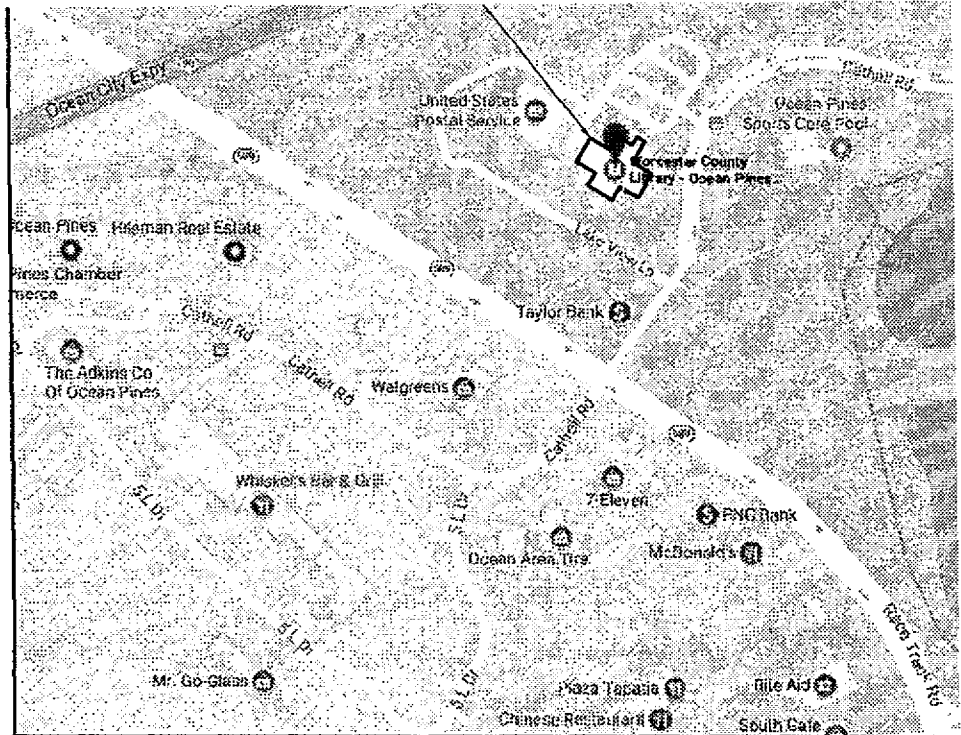
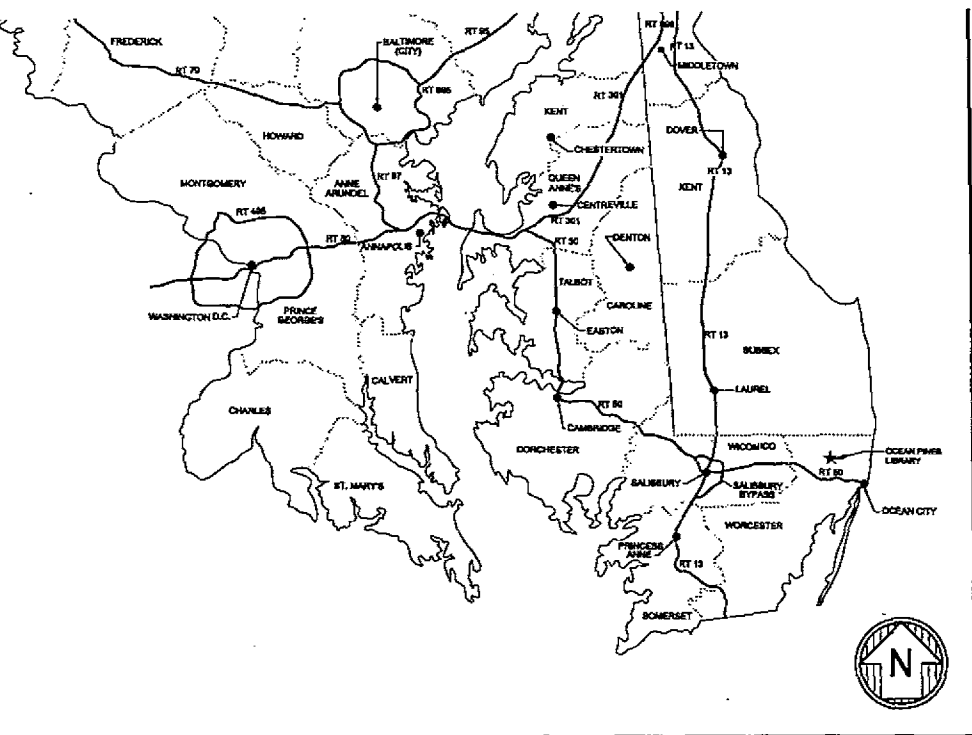
11107 CATHELL ROAD
OCEAN PINES, MARYLAND 21811

100% BID DOCUMENTS

COVER SHEET

DESIGN BY	RAV	CS.1
CHECKED BY	DMH	
SCALE	AS SHOWN	
DATE	4/26/18	

20



Drawings List

General

CS.1 Cover Sheet

Skin Consultants

- P-1 Roof Plan
- D-1 Underlayment Installation
- D-2 Starter Course Installation
- D-3 Gutter/Eave Detail
- D-4 Step Flashing Detail
- D-5 Vent Pipe Flashing Detail
- D-6 Kick-out Flashing Installation
- D-7 Valley Underlayment
- D-8 Isometric Masonry Sidewall Counterflashing
- D-9 Section Masonry Sidewall Counterflashing
- D-10 Masonry Throughwall Flashing
- D-11 Downspout Overflow
- D-12 Shingle Fastening Pattern

Architectural

- CS Cover Sheet and Notes
- A2.1 Floor Plans and RCP's
- A3.1 Roof Plan and Exterior Elevations
- A4.1 Gable End Modifications
- A4.2 Sections and Details
- A4.3 Dormer Modifications
- A5.1 Interior Elevations
- A5.2 Interior Elevations

Mechanical

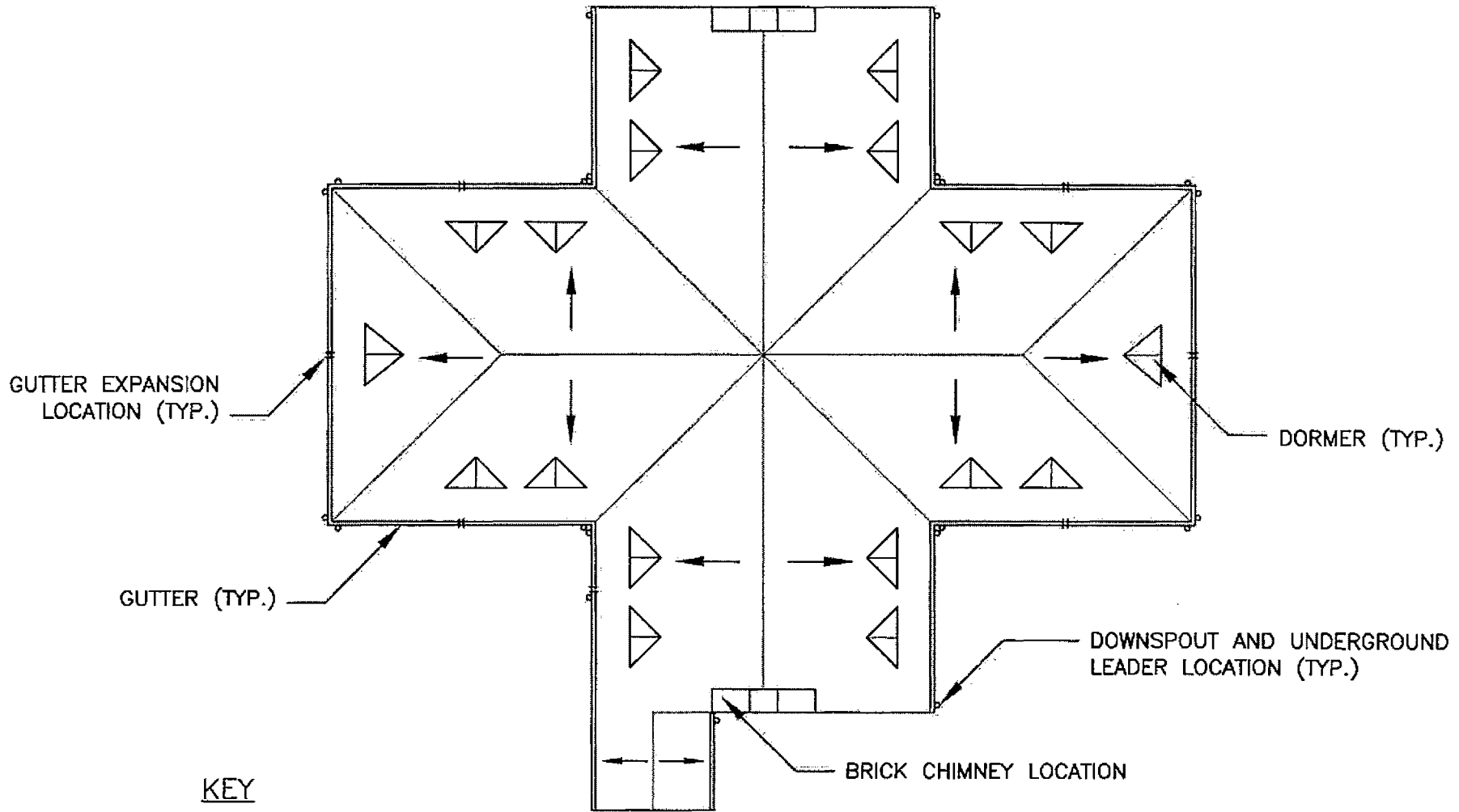
- M0.1 Legend & Abbreviations - HVAC
- MD1.1 First Floor Plan - HVAC Demolition
- MD1.2 Second Floor Plan - HVAC Demolition
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- M3.1 Details - HVAC
- M3.2 Details - HVAC
- M4.1 Control Diagrams - HVAC
- M5.1 Schedules - HVAC

Electrical

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- E1.1 First Floor Plan - Electrical New Work
- E1.2 Second Floor Plan - Electrical New Work
- E3.1 Details - Electrical
- E3.2 Details - Electrical
- E4.1 Schedules - Electrical

NOTES:

- 1. CONTRACTOR TO VERIFY FIELD CONDITIONS AND DIMENSIONS.
- 2. BRICK CHIMNEYS TO BE REMOVED TO BELOW ROOF DECK LEVEL.



ROOF PLAN

SCALE: N.T.S.

22

CSG
CONSTRUCTION SYSTEMS
GROUP, INC.
1451 DOLLEY
MADISON BLVD.
SUITE 300
MCLEAN, VA 22101
(703) 917-0055

DRAWN BY: MTC
CHECKED BY: MWB
DATE: 03-26-18
PROJECT #: 17-112

OCEAN PINES BRANCH
WORCESTER COUNTY LIBRARY
BERLIN, MARYLAND

P-1



18

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/dpindex.htm

ADMINISTRATIVE DIVISION
CUSTOMER SERVICE DIVISION
TECHNICAL SERVICE DIVISION

RECEIVED
MAR 14 2018
WOR CO ADMIN
DIANE

ZONING DIVISION
BUILDING DIVISION
DATA RESEARCH DIVISION

MEMORANDUM

No motion or vote
at March 20 meeting

TO: Harold L. Higgins, Chief Administrative Officer
FROM: Edward A. Tudor, Director
Development Review and Permitting
DATE: March 6, 2018
RE: Proposed Sectional Rezoning - MD Route 589, McAllister Road,
Griffin Road and Grays Corner Road

As you may be aware, five rezoning applications were recently submitted for properties located to the west of MD Route 589, opposite the Ocean Downs Casino. Two of these sites front directly on MD Route 589 while the other three front on McAllister Road, one of which also has frontage on Griffin Road. All five of these applications sought rezonings from E-1 Estate District to C-2 General Commercial District or, alternatively, C-1 Neighborhood Commercial District. The Planning Commission reviewed these five applications at its meeting on March 1, 2018.

The five areas petitioned for rezoning are part of a larger area that is currently zoned E-1 Estate District. It was originally given that classification as part of the 1992 comprehensive rezoning. The area in question is shown by the 2006 Comprehensive Plan as being within the Agriculture Land Use Category. At the time of the 2009 comprehensive rezoning several property owners in the area requested commercial zoning classifications for their properties. The staff and Planning Commission, however, recommended that the area be given a R-1 Rural Residential District zoning classification. This recommendation was based upon the staff's and Planning Commission's conclusions that there was already sufficient commercial zoning in place along the US Route 50 and MD Route 589 corridor to serve the needs of the residents of the area and the traveling public, that there were already a number of undeveloped or underdeveloped commercially zoned properties in the area, and that the area was properly placed within the Comprehensive Plan's Agricultural Land Use Category. Additionally, the Comprehensive Plan recommends that development in the MD Route 589 corridor should be limited until the highway's capacity increases. In 2009 the staff concluded that to place commercial zoning on the McAllister Road/Griffin Road/MD Route 589 area would be inappropriate. The planning staff noted at that time that while there was a mix of uses in the area they were those that were allowed either under prior district regulations or by special exception. These uses were not ones that would require a commercial classification and such a classification would make the residences in the area non-conforming uses. However, the County Commissioners ultimately decided to retain the existing E-1 Estate District zoning classification in 2009.

During its deliberations on March 1, 2018 the Planning Commission determined that the conditions cited in 2009 remain, particularly relative to the Agricultural Land Use Category and the Comprehensive Plan's recommendations, the existing uses within the area, and the concerns relative to the capacity of MD Route 589 to effectively and safely handle traffic. The Planning Commission therefore concluded that it is inappropriate to consider the five rezonings in a piecemeal fashion because of the potential impacts. Additionally, the Planning Commission is concerned about setting a precedent for future rezoning requests in the vicinity. The Planning Commission therefore recommends to the County Commissioners that potential rezoning of the area currently zoned E-1 Estate District and A-1 Agricultural District located to the west of MD Route 589 and north of Grays Corner Road be considered in a more comprehensive manner as part of a sectional rezoning of that area.

*

Maps of the area in question are attached for your consideration.

Should you have any questions or require additional information, please do not hesitate to contact me.

EAT/phw

cc: Phyllis Wimbrow, Deputy Director
Jennifer Keener, Zoning Administrator



WORCESTER COUNTY, MARYLAND

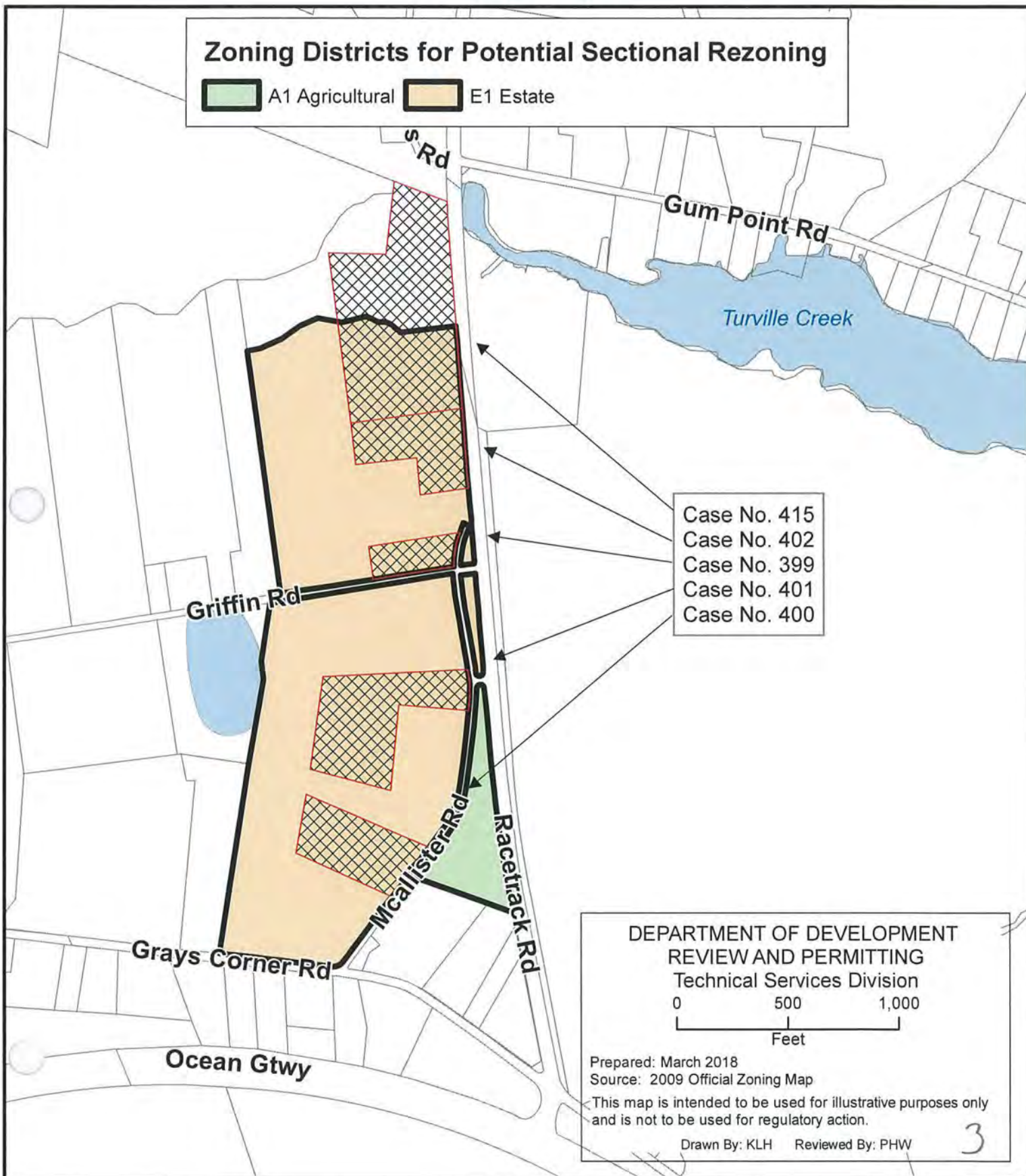


SECTIONAL REZONING MD ROUTE 589 / RACETRACK ROAD SOUTH

ZONING MAP

Zoning Districts for Potential Sectional Rezoning

A1 Agricultural
 E1 Estate



- Case No. 415
- Case No. 402
- Case No. 399
- Case No. 401
- Case No. 400

DEPARTMENT OF DEVELOPMENT
 REVIEW AND PERMITTING
 Technical Services Division
 0 500 1,000
 Feet
 Prepared: March 2018
 Source: 2009 Official Zoning Map
 This map is intended to be used for illustrative purposes only
 and is not to be used for regulatory action.
 Drawn By: KLH Reviewed By: PHW

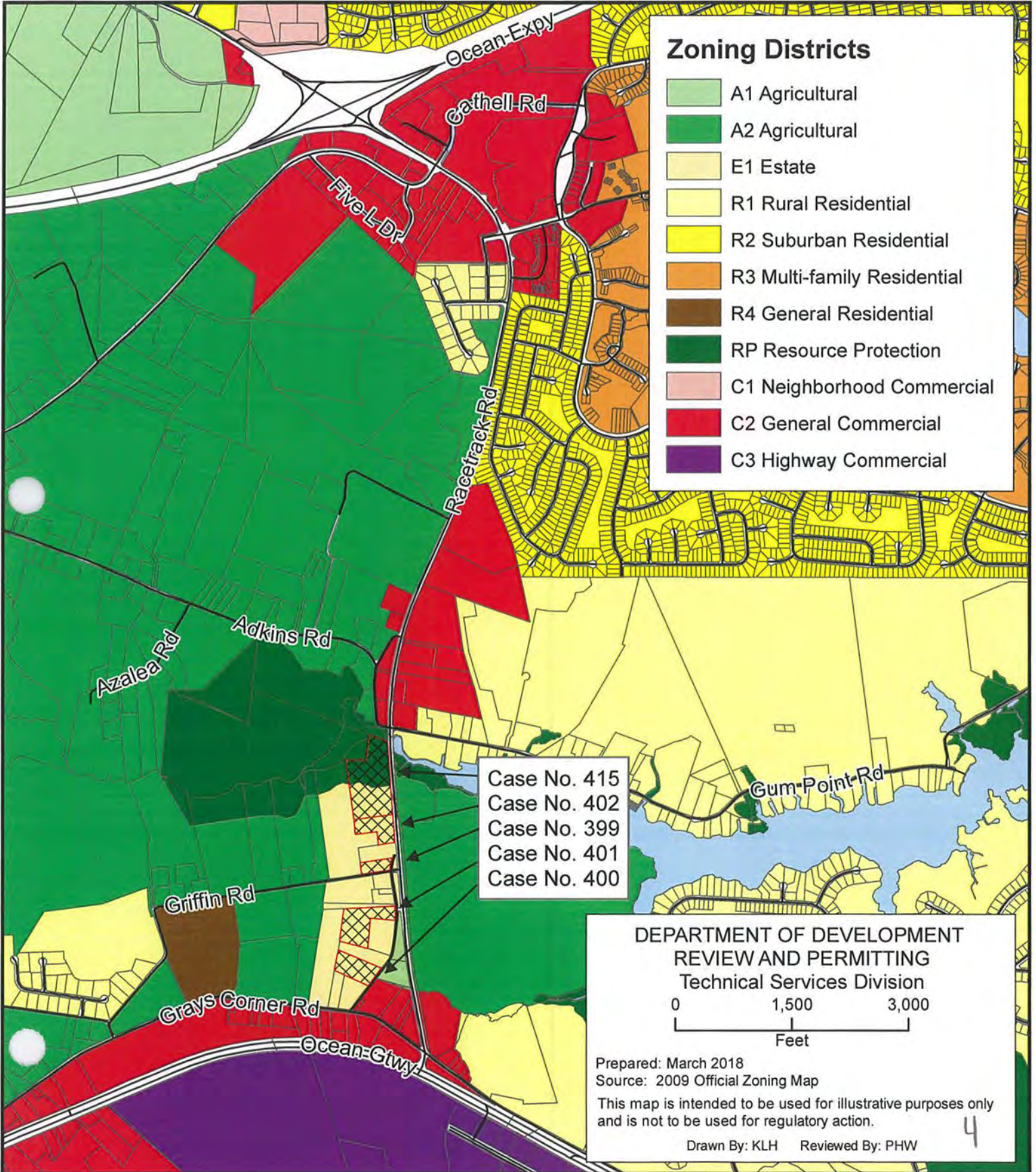


WORCESTER COUNTY, MARYLAND



SECTIONAL REZONING MD ROUTE 589 / RACETRACK ROAD CORRIDOR

ZONING MAP





WORCESTER COUNTY, MARYLAND



SECTIONAL REZONING MD ROUTE 589 / RACETRACK ROAD CORRIDOR

LOCATION MAP



DEPARTMENT OF DEVELOPMENT
 REVIEW AND PERMITTING
 Technical Services Division

0 1,500 3,000
 Feet

Prepared: March 2018
 Source: 2009 Official Zoning Map
 This map is intended to be used for illustrative purposes only
 and is not to be used for regulatory action.

Drawn By: KLH Reviewed By: PHW

- (6) Comprehensive (sectional) reclassification map amendments.
- A. Comprehensive (sectional) reclassifications may only be initiated by the Planning Commission or the County Commissioners.
 - B. The Planning Commission shall review the proposed comprehensive reclassification and make a recommendation to the County Commissioners. In the case of a comprehensive (sectional) reclassification initiated by the County Commissioners, the Planning Commission shall make a recommendation to the County Commissioners within one hundred twenty days after its first review by the Planning Commission, unless an extension of time is granted by the County Commissioners. The Planning Commission may make such studies as it deems necessary and appropriate.
 - C. After receiving the recommendation of the Planning Commission, the County Commissioners may require further studies and shall hold a public hearing in reference thereto in order that parties of interest and citizens shall have an opportunity to be heard. Public notice of such hearing shall be given in accordance with the provisions of § ZS 1-114 hereof.
 - D. Comprehensive (sectional) reclassifications shall be by resolution of the County Commissioners.
 - E. Notification of property owners and neighboring property owners and the posting of the property, as required in piecemeal rezonings, shall not be required when the property is the subject of the comprehensive (sectional) reclassification.
 - F. Findings of fact as required in piecemeal rezonings shall not be required for comprehensive (sectional) reclassifications.
 - G. In the case of a comprehensive (sectional) rezoning, conditions placed upon a property by virtue of a prior conditional rezoning shall be null and void unless specifically carried forward by the County Commissioners upon a finding that the reasons for which the conditions were originally imposed are still valid.



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

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

OFFICE OF THE
COUNTY COMMISSIONERS

Worcester County

GOVERNMENT CENTER
ONE WEST MARKET STREET • ROOM 1103

SNOW HILL, MARYLAND

21863-1195

March 26, 2018

TO: Worcester County Commissioners
FROM: Kelly Shannahan, Assistant Chief Administrative Officer *KS*
SUBJECT: Pending Board Appointments - Terms Beginning January 1, 2018

Attached, please find copies of the Board Summary sheets for the remaining County Boards or Commissions (11) which have current vacancies (13 total). They are as follows: Commission on Aging Board (2), Agricultural Reconciliation Board (1), Drug & Alcohol Abuse Council (2), Local Management Board/Initiative to Preserve Families Board (1), Local Development Council for the Ocean Downs Casino (1), Lower Shore Workforce Investment Board (1), Property Tax Assessment Appeal Board (1, with 3 nominees to Governor), Social Services Board (1), Tourism Advisory Committee (1), Water and Sewer Advisory Council - Ocean Pines (1), and Commission for Women (1). I have circled the members whose terms have expired on each of these boards.

Most of these Boards and Commissions specify that current members' terms will expire on December 31st. Current members will continue to serve beyond their term until they are either reappointed or a replacement is named. Please consider these reappointments or new appointments as soon as possible so I can notify the board members and staff contacts as soon as possible to restore full membership to each of these County Boards and Commissions.

Since your last meeting, we have received requests from the Worcester County Commission on Aging to appoint James Covington to replace George Pruitt and to appoint either Bonita Ann Gisriel or Priscilla Zytkowicz to replace Bonnie Caudell (see pages 5a and 5b). Please consider these requests at your next meeting.

You also received a reminder from the Tri-County Council for the Lower Eastern Shore of Maryland that there is a current vacancy for a Business Representative member on the Lower Shore Workforce Alliance to replace Donna Weaver of Berlin (see page 11a).

Pending Board Appointments - By Commissioner

- District 1 - Lockfaw** p. 10 - Local Development Council for Ocean Downs Casino (Ron Taylor - for remainder of term through 2018) - 4-year
p. 13 - Social Services Board (Tracey Cottman) - 3-year

District 2 - Purnell All District Appointments received. Thank You!
Please consider nominations for At-Large positions listed below - "All Commissioners"

District 3 - Church All District Appointments received. Thank You!
Please consider nominations for At-Large positions listed below - "All Commissioners"

District 4 - Elder All District Appointments received. Thank You!
Please consider nominations for At-Large positions listed below - "All Commissioners"

- District 5 - Bertino** p. 15 - Tourism Advisory Committee (Teresa Travatello) - 4-year
p. 16 - Water and Sewer Advisory Council - Ocean Pines (Michael Reilly) - 4-year

District 6 - Bunting p. 16 - Water and Sewer Advisory Council - Ocean Pines (Michael Reilly) - 4-year

District 7 - Mitrecic All District Appointments received. Thank You!
Please consider nominations for At-Large positions listed below - "All Commissioners"

All Commissioners

- p. 6 - (1) Agricultural Reconciliation Board (Betty McDermott - At-Large) - 4-year
p. 7 - (1) Drug and Alcohol Abuse Council (Rev. Bill Sterling - Knowledge on Substance Abuse Issues) - 4-year
p. 9 - (1) Local Management Board (Eloise Henry Gordy) - 3-year
p. 11 - (1) Lower Shore Workforce Investment Board (Donna Weaver - Business Representatives) - 4-year
- See 3/15/18 letter from Tri-County Council requesting a replacement business representative (page 11a)
p. 12 - Property Tax Assessment Appeal Board (Robert D. Rose - Pocomoke area) - must submit 3 nominees to Governor for his consideration in making this appointment - 5-year
p. 16 - (2) Water and Sewer Advisory Council - Ocean Pines (Michael Reilly) - 4-year
p. 17 - (2) Commission for Women (Alice Jean Ennis - At-Large-Pocomoke) - 3-year

All Commissioners (Awaiting Nominations)

- p. 3 - (2) Commission on Aging Board (George "Tad" Pruitt and Bonnie C. Caudell - Snow Hill) - self-appointed by Commission on Aging & confirmed by County Commissioners- 3-year to September 30
- See Request to Appoint James Covington to replace George Pruitt - (page 5a)
- See Request to Appoint Bonita Ann Gisriel or Priscilla Zytkowicz to replace Bonnie Caudell (page 5b)

COMMISSION ON AGING BOARD

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

Appointed by: Self-Appointing/Confirmed by County Commissioners

Function: Supervisory/Policy Making

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

Compensation: None

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

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

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

Current Members:

<u>Member's Name</u>	<u>Resides/Represents</u>	<u>Years of Term(s)</u>
(George "Tad" Pruitt) - Resigned	Snow Hill	05-08-11-14, 14-17
(Bonnie C. Caudell) - Resigned	Snow Hill	*09-11-14, 14-17
Tommy Tucker	Snow Hill	09-12-15, 15-18
Tommy Mason	Pocomoke	15-18
Helen Whaley	Berlin	*16-18
Fred Grant	Snow Hill	*15-16, 16-19
Joyce Cottman	Berlin	*16, 16-19
Cynthia Malament	Berlin	07-10-13-16, 16-19
Lloyd Parks	Girdletree	08-11-14-17, 17-20
Larry Walton	Ocean Pines	*13-14-17, 17-20
Clifford Gannett	Pocomoke	*12-14-17, 17-20
Rebecca Cathell	Agency - Maryland Job Service	
Lou Taylor	Agency - Worcester County Board of Education	
Roberta Baldwin	Agency - Worcester County Department of Social Services	
Rebecca Jones	Agency - Worcester County Health Department	
Madison J. Bunting, Jr.	Worcester County Commissioners' Representative	

Commission on Aging searching for new members

* = Appointed to fill an unexpired term

Prior Members:

Since 1972

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

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

* = Appointed to fill an unexpired term



Worcester County Commission on Aging

4767 Snow Hill Road, Snow Hill, MD 21863

To: Kelly Shannahan, Assistant Chief Administrative Officer

From: Rob Hart, Executive Director

CC: Tom Tucker, WorCOA Board Chairman

Date: March 23, 2018

Re: Board Member Appointment

Office of the Worcester County Commissioners
Worcester County Government Center
One West Market Street, Room 1103
Snow Hill, Maryland 21863

Dear Commissioners of Worcester County:

The Worcester County Commission on Aging Board of Directors would like to submit the following name to fill a vacancy left by Mr. George Pruitt resignation.

Mr. James Covington (443-783-8697)
26 Greenway Ave.
Pocomoke City, MD 21851

Please confirm

Mr. Covington is retired from the Worcester County Board of Education. His name was given and highly recommended by WorCOA Board of Director Fred Grant and others.

The Board of Directors hopes that the county commissioners will favorably concur with the selection given to them as a Board member replacement.

Thank you in advance for your consideration in this matter.

Memo

PHONE
410.632.1277x101

FAX
1.855.230.5496

EMAIL
robh@worcoa.org

5a



Worcester County Commission on Aging

4767 Snow Hill Road, Snow Hill, MD 21863

To: Kelly Shannahan, Assistant Chief Administrative Officer

From: Rob Hart, Executive Director

CC: Tom Tucker, WorCOA Board Chairman

Date: March 23, 2018

Re: Board Member Appointment

Office of the Worcester County Commissioners
Worcester County Government Center
One West Market Street, Room 1103
Snow Hill, Maryland 21863

Dear Commissioners of Worcester County:

The Worcester County Commission on Aging Board of Directors would like to submit the following names to fill a vacancy left by Miss. Bonnie Caudell resignation.

Ms. Bonita Ann Gisriel (410-2512015)
14008 Sailing Road
Ocean City, MD 21842

Ms. Priscilla Zytowicz (443-664-6554)
200 Wicomico Street unit 300
Ocean City, MD 21845

choose one

Ms. Gisriel worked as a nurse reviewer and nurse surveyor/medical services review nurse. She has prior community involvement and has sat on numerous boards throughout the Eastern Shore. She was the recipient of the Governor's Award for volunteerism and Community alcohol/drug abuse prevention programs. Currently, she is a member of the Mental Health Association of Lower Shore Board (MHALS).

Ms. Zytowicz worked as a Title 1 reading specialist in a Pennsylvania inner city school for 31 years, she taught K-12 and later worked as a high school gifted teacher. She currently is a member of AARP Ocean City and Vice President of Worcester County Arts Council in Berlin.

The Board of Directors hopes that the county commissioners will favorably concur with these selections given to them and choose one person as a Board member replacement.

Thank you in advance for your consideration in this matter.

Memo

PHONE
410.632.1277x101

FAX
1.855.230.5496

EMAIL
robh@worcoa.org

AGRICULTURAL RECONCILIATION BOARD

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

Staff Contact: Dept. of Development Review & Permitting
- Edward A. Tudor, Director (410-632-1200, ext. 100)
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>
Betty McDermott	At-Large	No	Ocean Pines	*09-09-13, 13-17
Tom Babcock	At-Large	No	Whaleyville	14-18
Dean Ennis	Farm Bureau	Yes	Pocomoke	06-10-14, 14-18
Stacey Esham	Forestry Bd.	Yes	Berlin	12-16, 16-20
Brooks Clayville	Farm Bureau	Yes	Snow Hill	00-04-08-12-16, 16-20

Prior Members: Since 2000

Michael Beauchamp (00-06)
Phyllis Davis (00-09)
Richard G. Holland, Sr. (00-12)
Rosalie Smith (00-14)

DRUG AND ALCOHOL ABUSE COUNCIL

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: Jack Orris, Council Secretary, Health Department (410-632-1100, ext. 1038)
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>		
Rev. Bill Sterling	Knowledge of Substance Abuse Issues	13-17 - moved/replace
Eric Gray (Christina Purcell)	Substance Abuse Treatment Provider	*15-18
Sue Abell-Rodden	Recipient of Addictions Treatment Services	10-14, 14-18
Colonel Doug Dods	Knowledgeable on Substance Abuse Issues	04-10 (advisory), 10-14, 14-18
Jim Freeman, Jr.	Knowledgeable on Substance Abuse Issues	04-11-15, 15-19
Jennifer LaMade	Knowledgeable on Substance Abuse Issues	*12-15, 15-19
Kat Gunby	Substance Abuse Prevention Provider	*16-19
Kim Moses	Knowledgeable on Substance Abuse Issues	08-12-16, 16-20
Dr. Roy W. Cragway, Jr.	Knowledgeable on Substance Abuse Issues	*17-20
Colleen Wareing	Knowledge of Substance Abuse Treatment	*06-09-13-17, 17-21

Ex-Officio Members

Rebecca Jones	Health Officer	Ex-Officio, Indefinite
Roberta Baldwin	Social Services Director	Ex-Officio, Indefinite
Spencer Lee Tracy, Jr.	Juvenile Services, Regional Director	Ex-Officio, Indefinite
Trudy Brown	Parole & Probation, Regional Director	Ex-Officio, Indefinite
Beau Oglesby	State's Attorney	Ex-Officio, Indefinite
Burton Anderson	District Public Defender	Ex-Officio, Indefinite
Sheriff Reggie Mason (Doug Dods)	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 Thomas Groton (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

Advisory Members

Lt. Earl W. Starnier
Charles "Buddy" Jenkins
Chief Ross Buzzuro (Lt. Rick Moreck)
Leslie Brown

Maryland State Police Since 2004
Business Community - Jolly Roger Amusements
Ocean City Police Dept.
Hudson Health Services, Inc.

Prior Members:

Vince Gisriel
Michael McDermott
Marion Butler, Jr.
Judge Richard Bloxom
Paula Erdie
Tom Cetola
Gary James (04-08)
Vickie Wrenn
Deborah Winder
Garry Mumford
Judge Theodore Eschenburg
Andrea Hamilton
Fannie Birkhead
Sharon DeMar Reilly
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
Peter Buesgens

Since 2004

Aaron Dale
Garry Mumford
Sharon Smith
Jennifer Standish
Karen Johnson (14-17)

WORCESTER COUNTY'S INITIATIVE TO PRESERVE FAMILIES BOARD

Previously - Local Management Board; and Children, Youth and Family Services Planning Board

Reference: Commissioners' Resolution No. 09-3, adopted on January 6, 2009

Appointed by: County Commissioners

Functions: Advisory/Policy Implementation/Assessment and Planning
 - Implementation of a local, interagency service delivery system for children, youth and families;
 - Goal of returning children to care and establishment of family preservation within Worcester County;
 - Authority to contract with and employ a service agency to administer the State Service Reform Initiative Program

Compensation: \$50 Per Meeting for Private Sector Members

Number/Term: 9 members/5 Public Sector, 4 Private Sector with 3-year terms
 51% of members must be public sector
 Terms expire December 31st

Meetings: Monthly

Staff Contact: Jessica Sexauer, Director, Local Management Board - (410) 632-3648
 Jennifer LaMade - Local Management Board - (410) 632-3648

Current Members:

<u>Member's Name</u>	<u>Nominated By</u>	<u>Resides/Representing</u>	<u>Years of Term(s)</u>
Eloise Henry Gordy	At-Large - J. Purnell	Snow Hill	*07-08-11-14, 14-17
Mark Frostrom	At-Large - Lockfaw	Pocomoke City	*99-12, 12-15, 15-18
Ira "Buck" Shockley	At-Large - D. Purnell	Snow Hill	03-09-12, 13-16, 16-19
Amy Rothermel	At-Large - Mitrecic	Ocean City	17-20
Jennifer LaMade	<i>Ex officio</i>	Core Service Agency	Indefinite
Rebecca Jones	<i>Ex officio</i>	Health Department	Indefinite
Sheila Warner	<i>Ex officio</i>	Juvenile Justice	Indefinite
Louis H. Taylor	<i>Ex officio</i>	Board of Education	Indefinite
Roberta Baldwin	<i>Ex officio</i>	Department of Social Services	Indefinite

Prior Members (since 1994):

Tim King (97)	Rev. Pearl Johnson (05-07)	Jerry Redden
Sandra Oliver (94-97)	Peter Fox (05-07)	Jennifer Standish
Velmar Collins (94-97)	Lou Etta McClafin (04-07)	Anne C. Turner
Catherine Barbierri (95-97)	Bruce Spangler (04-07)	Marty Pusey
Ruth Geddie (95-98)	Sharon DeMar Reilly	Virgil L. Shockley
Rev. Arthur George (94-99)	Kathy Simon	Dr. Jon Andes (96-12)
Kathey Danna (94-99)	Vickie Stoner Wrenn	Dr. Ethel M. Hines (07-13)
Sharon Teagle (97-99)	Robin Travers	Deborah Goeller
Jeanne Lynch (98-00)	Jordan Taylor (09)	Andrea Watkins (13-17)
Jamie Albright (99-01)	Aaron Marshall (09)	
Patricia Selig (97-01)	Allen Bunting (09)	
Rev. Lehman Tomlin (99-02)	LaTrele Crawford (09)	
Sharon Doss	Sheriff Charles T. Martin	
Rick Lambertson	Joel Todd, State's Attorney	
Cyndy B. Howell	Ed Montgomery (05-10)	
Sandra Lanier (94-04)	Edward S. Lee (07-10)	
Dr. James Roberts (98-04)	Toni Keiser (07-10)	
Dawn Townsend (01-04)	Judy Baumgartner (07-10)	
Pat Boykin (01-05)	Claudia Nagle (09-10)	
Jeannette Tresler (02-05)	Megan O'Donnell (10)	
Lou Taylor (02-05)	Kiana Smith (10)	
Paula Erdie	Christopher Bunting (10)	
	Simi Chawla (10)	

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

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

Appointed by: County Commissioners

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

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

Compensation: None

Meetings: At least semi-annually

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

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

Current Members:

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

Prior Members: Since 2009

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

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

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

Reference: Workforce Investment Act of 1998, Section 117

Appointed by: County Commissioners

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

Number/Term: 24 - 5 Worcester County, 7 At-Large (by Tri-County Council), 12 Other
 2, 3 or 4-year terms; Terms expire September 30

Compensation: None

Meetings: Quarterly (January, April, July, October) on the 2nd Wednesday

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

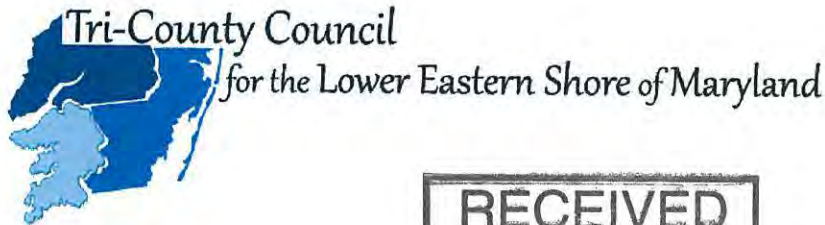
Staff Contact: Lower Shore Workforce Alliance
 Milton Morris, Workforce Director (410-341-3835, ext 6)
 One-Stop Job Market, 31901 Tri-County Way, Suite 215, Salisbury, MD 21804

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

<u>Name</u>	<u>Resides/Agency</u>	<u>Term</u>	<u>Representing</u>
Donna Weaver	Berlin	*08-09-13, 13-17	Business Rep.
Geoffrey Failla	Whaleyville	*15-18	Business Rep.
Jason Cunha	Pocomoke	*16-18	Business Rep.
Walter Maizel	Bishopville	*12, 12-16, 16-20	Private Business Rep.
Robert "Bo" Duke	Ocean City	*17, 17-21	Business Rep.

Prior Members: Since

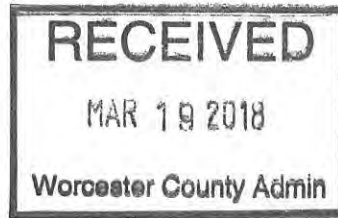
Baine Yates	Heidi Kelley (07-08)
Charles Nicholson (98-00)	Bruce Morrison (05-08)
Gene Theroux (97-00)	Margaret Dennis (08-12)
Jackie Gordon (98-00)	Ted Doukas (03-13)
Caren French (97-01)	Diana Nolte (06-14)
Jack Smith (97-01)	John Ostrander (07-15)
Linda Busick (98-02)	Craig Davis (13-17)
Edward Lee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



INFO ✓

31901 TRI-COUNTY WAY
SUITE 203
SALISBURY, MARYLAND 21804
PHONE: 410-341-8989
FAX: 410-341-8988
WWW.LOWERSHORE.ORG

March 15, 2018



Board Book ✓

Diana Purnell
President
Worcester County Commissioners
1 West Market Street, Room 1103
Snow Hill, MD 21863

Dear Ms. Purnell,

The Lower Shore Workforce Alliance (LSWA) division of the Tri-County Council for the Lower Eastern Shore of Maryland (TCC) is funded through grants from the Maryland Department of Labor, Licensing and Regulation (DLLR). DLLR grant funding requirements are governed by the Federal Workforce Innovation and Opportunity Act (WIOA) regulations which require grant recipients to have a 26 member Workforce Development Board (WDB) with five (5) members from the business community appointed by each participating county.

Currently, Worcester County has a business representative vacancy on the WDB.

I would appreciate your prompt attention to this matter and if you have any questions, please contact me.

Sincerely,

Michael P. Pennington
Executive Director



Serving Somerset, Wicomico and Worcester Counties



11a

PROPERTY TAX ASSESSMENT APPEAL BOARD

Reference: Annotated Code of Maryland, Tax-Property Article, §TP 3-102

Appointed by: Governor (From list of 3 nominees submitted by County Commissioners)

- Nominees must each fill out a resume to be submitted to Governor
- Nominations to be submitted 3 months before expiration of term

Function: Regulatory

- Decides on appeals concerning: real property values and assessments, personal property valued by the supervisors, credits for various individuals and groups as established by State law, value of agricultural easements, rejection of applications for property tax exemptions.

Number/Term: 3 regular members, 1 alternate/5-year terms

Terms Expire June 1st

Compensation: \$15 per hour (maximum \$90 per day), plus travel expenses

Meetings: As Necessary

Special Provisions: Chairman to be designated by Governor

Staff Contact: Department of Assessments & Taxation (410-632-1196)

Current Members:

<u>Robert D. Rose</u>	<u>Pocomoke City</u>	<u>*06-07, 07-12, 12-17</u>
Howard G. Jenkins	Ocean Pines	03-04, *04-08, 08-13, 13-18
Gary M. Flater (Alternate)	Snow Hill	13-18
Larry R. Fry	Ocean Pines	*10-13-14 (alt.), 14-19

C) = Chairman

Prior Members: Since 1972

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

* = Appointed to fill an unexpired term

SOCIAL SERVICES BOARD

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

Appointed by: County Commissioners

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

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

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

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

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

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

Current Members:

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

* = Appointed to fill an unexpired term

SOCIAL SERVICES BOARD

(Continued)

Prior Members: (Since 1972)

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

* = Appointed to fill an unexpired term

Updated: January 16, 2018
Printed: January 17, 2018

TOURISM ADVISORY COMMITTEE

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

Appointed by: County Commissioners

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

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

Compensation: \$50 per meeting expense allowance

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

Special Provisions: One member nominated by each County Commissioner

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

Current Members:

<u>Member's Name</u>	<u>Nominated By</u>	<u>Resides</u>	<u>Years of Term(s)²</u>
Teresa Travatello	D-5, Boggs	Ocean Pines	09-13, 13-17
Gregory Purnell	D-2, Purnell	Berlin	14-18
Barbara Tull	D-1, Lockfaw	Pocomoke	03-11-15, 15-19
Molly Hilligoss	D-4, Elder	Snow Hill	*15, 15-19
Isabel Morris	D-6, Bunting	Bishopville	11-15, 15-19
Elena Ake	D-3, Church	West Ocean City	*16, 16-20
Lauren Taylor	D-7, Mitrecic	Ocean City	13-17, 17-21

*Resigned /
Replace*

Prior Members: Since 1972

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

* = Appointed to fill an unexpired term
 1 = Served on informal ad hoc committee prior to 1990, Committee abolished between 1995-1999
 2 = All members terms reduced by 1-year in 2003 to convert to 4-year terms

**WATER AND SEWER ADVISORY COUNCIL
OCEAN PINES SERVICE AREA**

Reference: County Commissioners' Resolution of November 19, 1993

Appointed by: County Commissioners

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

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

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

Meetings: Monthly

Special Provisions: Must be residents of Ocean Pines Service Area

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

Current Members:

<u>Name</u>	<u>Resides</u>	<u>Years of Term(s)</u>
Michael Reilly	Ocean Pines	*14-17 ← Resigned/Replace
James Spicknall	Ocean Pines	07-10-14, 14-18
Bob Poremski	Ocean Pines	*17-19
Frederick Stiehl	Ocean Pines	*06-08-12-16, 16-20
Gregory R. Sauter, P.E.	Ocean Pines	17-21

Prior Members: (Since 1993)

- Andrew Bosco (93-95)
- Richard Brady (96-96, 03-04)
- Michael Robbins (93-99)
- Alfred Lotz (93-03)
- Ernest Armstrong (93-04)
- Jack Reed (93-06)
- Fred Henderson (04-06)
- E. A. "Bud" Rogner (96-07)
- David Walter (06-07)
- Darwin "Dart" Way, Jr. (99-08)
- Aris Spengos (04-14)
- Gail Blazer (07-17)
- Mike Hegarty (08-17)

* = Appointed to fill an unexpired term

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: Michelle Bankert and Liz Mumford, 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>
Alice Jean Ennis	At-Large	Pocomoke	14-17
Teola Brittingham	D-2, Purnell	Berlin	*16-18
Michelle Bankert	D-3, Church	West Ocean City	*14-15, 15-18
Bess Cropper	D-6, Bunting	Berlin	15-18
Nancy Fortney	D-7, Mitrecic	Ocean City	12-15, 15-18
Lauren Mathias Williams	At-Large	Berlin	*16-18
Hope Carmean	D-4, Elder	Snow Hill	*15-16, 16-19
Mary E. (Liz) Mumford	At-Large	Ocean City	*16, 16-19
Julie Phillips	Board of Education		13-16, 16-19
Shannon Chapman	Dept of Social Services		*17-19
Tamara White	D-1, Lockfaw	Pocomoke City	17-20
Vanessa Alban	D-5, Bertino	Ocean Pines	17-20
Terri Shockley	At-Large	Snow Hill	17-20
Kelly O'Keane	Health Department		17-20
Cristi Graham	Public Safety - Sheriff's Office		17-20

Prior Members: Since 1995

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

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

Prior Members: Since 1995 (continued)

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



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

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

OFFICE OF THE
COUNTY COMMISSIONERS

Worcester County

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

March 26, 2018

TO: Worcester County Commissioners
FROM: Harold L. Higgins, Chief Administrative Officer
Kathy Whited, Budget Officer *Kathy*
RE: FY2019 Notice of Public Hearing Advertisement

Attached please find a copy of the required advertisement that will be placed in the newspapers for the Notice of Public Hearing for the FY2019 Requested Budget.

The public hearing will be held at Snow Hill High School on Tuesday, May 1, 2018 at 7:00 p.m.

The advertisement for the Notice of Public Hearing FY2019 Requested Operating Budget is legally required to run at least once a week for two weeks. It will be advertised during the weeks of April 19 and April 26, 2018.

Attachment: Notice of Public Hearing

Kjw\H:\FY19 Budget\Constant Yield\fy19 requested budget ad comm memo.doc

**WORCESTER COUNTY
NOTICE OF PUBLIC HEARING
FY 2019 REQUESTED OPERATING BUDGETS**

The Worcester County Commissioners will hold a public hearing to receive comments on the Fiscal Year 2019 Operating Budgets as requested by the Agencies and Departments which are funded by the Worcester County Commissioners. The Public Hearing will be held at:

7:00 P.M., Tuesday, May 1, 2018
SNOW HILL HIGH SCHOOL, SNOW HILL, MD

General Fund requested expenditures exceed available revenues (based upon current tax rates) by \$8,946,620. This difference must be reconciled by the County Commissioners either through reductions in expenditures or increases in taxes, fees and/or use of Budget Stabilization Funds. Copies of the detailed budgets are available for public inspection at the County Commissioners Office in Room 1103 of the County Government Center.

GENERAL FUND EXPENDITURES	
Board of Education:	
Operating Expenses	\$ 88,433,275
Debt Payments to be paid on behalf	10,396,581
Boat Landings	54,099
Circuit Court	1,216,052
Comm. On Aging	1,153,650
County Administration	928,683
Debt Service (less Educ. Debt)	1,231,644
Development Review & Permitting	1,705,367
Economic Development	450,028
Elections	950,860
Emergency Services	3,153,198
Environmental Programs	1,348,663
Extension Office	181,438
Fire Marshal	487,930
Grants to Towns	6,399,764
Health Department	5,547,753
Human Resources	407,991
Insurance & Benefits:	
(Includes OPEB-all employees)	19,157,521
Interfund Transfer Out- Solid Waste	
Homeowner Convenience Centers	664,984
Recycling	1,033,339
Interfund Transfer Out - Reserve Fund	1,152,665
Jail	9,205,466
Library	2,740,592
Maintenance	1,039,900
Mosquito Control	285,260
Natural Resources	526,254
Orphan's Court	28,294
Other General Government	2,303,816
Other General Government:	
(State Dept. of Assessment Operating Exp)	1,169,415
Parks	1,254,583
Public Works	479,151
Recreation	1,206,662
Recreation & Culture	127,701
Roads	5,393,937
Sheriff	8,314,668
Social Service Groups	1,143,976
State's Attorney	1,363,355
Taxes Shared w/ Towns	17,335,070
Tourism	1,094,830
Treasurer	1,068,741
Vol. Fire Co. & Ambulance Co.	7,183,451
Wor Wic Community College:	
Operating Expenses	<u>2,291,392</u>
TOTAL REQUESTED EXPENDITURES	<u>\$ 211,611,999</u>

GENERAL FUND ESTIMATED REVENUES	
Property Taxes	\$ 135,552,164
Income Taxes	23,000,000
Other Local Taxes	26,948,314
State Shared	971,020
Federal & State Grants	4,083,939
Licenses & Permits	1,944,507
Charges for Services	6,392,186
Fines & Forfeits	52,500
Interest	950,000
Misc/Sale of Assets/& Other	514,123
Transfers In – Casino/Local Impact Grant Funds	<u>2,256,626</u>
TOTAL ESTIMATED REVENUES	<u>\$ 202,665,379</u>

DRAFT



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

COMMISSIONERS
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OFFICE OF THE
COUNTY COMMISSIONERS

Worcester County

GOVERNMENT CENTER
ONE WEST MARKET STREET • ROOM 1103

SNOW HILL, MARYLAND

21863-1195

March 27, 2018

TO: Worcester County Commissioners
FROM: Harold L. Higgins, Chief Administrative Officer
Kathy Whited, Budget Officer *Kathy*
RE: Notice of a Proposed Real Property Tax Increase (Constant Yield Advertisement)

The following draft advertisement is submitted for your consideration of a proposed Real Property Tax Increase (Constant Yield Advertisement). The State Department of Assessments and Taxation has been sent this draft to approve for the required advertisement with a tax increase that would fully fund the requested FY2019 budget expenditures. The language for the constant yield advertisement is established by State Code (Tax-Property Article, § 6-308) and must appear in the newspapers as written during the week of April 18, 2018. The Constant Yield Tax Rate notice gives property owners' the opportunity to be heard on the issue of real property tax rates before they are final.

The Proposed Real Property Tax Increase advertisement states the following:

- In FY2019 the real property assessable base will increase as outlined by Part 1 and Part 2 of the notice.
- Part 3 of the notice indicates the real property tax increase could be \$0.8270 to offset the increasing assessments. This is the constant yield tax rate.
- Part 4 of the notice proposes the real property tax rate in order to fully fund the revenue shortfall of \$8,946,620 which would be necessary to fund all requested expenditures. The County would need a tax rate of \$0.886 per \$100 of assessment, or an increase of \$0.059 (5.9 cents) over the constant yield tax rate of \$0.827. This tax rate increase would generate an additional \$8,948,296 in FY2019.

Although the County Commissioners may ultimately balance the budget through reduced expenditures, other additional revenues, or a combination of the two, we propose that the Constant Yield Advertisement reflect the maximum proposed real property tax rate of \$0.886. We are available for any questions you may have.

Attached please find copies of the following:

Page 2 Constant Yield advertisement
Page 3 FY2019 Property Tax Increase Worksheet
Page 4 2018 Constant Yield Tax Rate Certification

Attachments
H:\FY19 Budget\Constant Yield\Constant yield tax rate comm memo.doc

WORCESTER COUNTY NOTICE OF A PROPOSED REAL PROPERTY TAX INCREASE

The Board of County Commissioners of Worcester County proposes to increase real property taxes.

1. For the tax year beginning July 1, 2018, the estimated real property assessable base will increase by 1.0% from \$15,020,690,483 to \$15,166,603,186.

2. If Worcester County maintains the current tax rate of \$.835 per \$100 of assessment, real property tax revenues will increase by 1.0% resulting in \$1,218,370 of new real property tax revenues.

3. In order to fully offset the effect of increasing assessments, the real property tax rate should be reduced to \$.8270, the constant yield tax rate.

4. The County is considering not reducing its real property tax rate enough to fully offset increasing assessments. The County proposes to adopt a real property tax rate of \$.886 per \$100 of assessment. This tax rate is 7.1% higher than the constant yield tax rate and will generate \$8,948,296 in additional real property tax revenues.

A public hearing on the proposed real property tax rate increase will be held at 7:00 P.M., on Tuesday, May 1, 2018 at Snow Hill High School, Snow Hill, Maryland.

The hearing is open to the public, and public testimony is encouraged.

Persons with questions regarding this hearing may call (410) 632-1194 for further information.

DRAFT

FY2019 Property Tax Increase Worksheet:

FY2019 Request	\$	211,611,999	
FY2019 Revenue Est.	\$	<u>202,665,379</u>	@\$.835 /\$100
FY2019 Shortfall	\$	(8,946,620)	

Constant Yield Tax Rate of \$.8270 to fund \$8,946,620

7/1/19 Net Assessable Real Property Base	\$	15,166,603,186	
@ \$.8270 rate	\$	125,427,808	\$0.8270
@ \$.886 rate	\$	<u>134,376,104</u>	<u>\$0.0590</u>
Additional Revenue	\$	<u>8,948,296</u>	<u>\$0.8860</u>

2018 Constant Yield Tax Rate Certification

Taxing authority: **Worcester County**

1	1-Jul-2017	Gross assessable real property base	\$	15,172,466,059
2	1-Jul-2017	Homestead Tax Credit	-	<u>151,775,576</u>
3	1-Jul-2017	Net assessable real property base		15,020,690,483
4	1-Jul-2017	Actual local tax rate (per \$100)	x	<u>0.8350</u>
5	1-Jul-2017	Potential revenue	\$	125,422,766
6	1-Jul-2018	Estimated assessable base	\$	15,486,716,371
7	1-Jan-2018	Half year new construction	-	43,559,300
8	1-Jul-2018	Estimated full year new construction*	-	68,700,000
9	1-Jul-2018	Estimated abatements and deletions**	-	<u>207,853,885</u>
10	1-Jul-2018	Net assessable real property base	\$	15,166,603,186

11	1-Jul-2017	Potential revenue	\$	125,422,766
12	1-Jul-2018	Net assessable real property base	÷	15,166,603,186
13	1-Jul-2018	Constant yield tax rate	\$	<u>0.8270</u>

Certified by



Director

* Includes one-quarter year new construction where applicable.

**Actual + estimated as of July 1, 2018, including Homestead Tax Credit.

LARRY HOGAN
GOVERNOR

BOYD RUTHERFORD
LT. GOVERNOR



MICHAEL HIGGS
DIRECTOR

DENISE HERNDON
DEPUTY DIRECTOR

Date: February 14, 2018
To: All County Taxing Authorities
From: Michael Higgs, Director
RE: 2018/19 Constant Yield Tax Rate – Instructions

The Department of Assessments and Taxation is charged with administering the Constant Yield Tax Rate law. The law is found in two separate sections of the Tax-Property Article, §§ 2-205 and 6-308. The latter section contains the provisions that must be followed by taxing authorities. We are here to answer your questions and assist you in complying with this law.

Although personal property is no longer a part of the Constant Yield Tax Rate calculations, the tax rate on personal property shall be no more than 2.5 times the rate for real property. Failure to comply with the Constant Yield Tax Rate law could have serious consequences for your jurisdiction. If the notice requirements are not fulfilled, the Department must notify the Attorney General who has required jurisdictions to lower their tax rates.

Concept

The Constant Yield Tax Rate is calculated by the Department for each taxing authority in the State. It represents the Real Property Tax Rate for the coming tax year that will generate the same amount of revenue that was generated during the current tax year. As assessments increase, the Constant Yield Tax Rate decreases. Implicit in this concept is the idea that *a tax rate at or below the existing tax rate is a tax increase if it is higher than the constant yield tax rate*. When a taxing authority plans to impose a Real Property Tax Rate that is higher than the Constant Yield Tax Rate, it must advertise the tax increase and hold a public hearing. If the taxing authority plans to maintain its Real Property Tax Rate at the current level, but above the Constant Yield Tax Rate, it must be advertised and a hearing must be held.

For the upcoming tax year, the assessable base of some taxing authorities has decreased. Therefore, the Constant Yield Tax Rate for those jurisdictions will actually be higher than the Real Property Tax Rate for the current year. However, the legal requirements for adopting a tax rate above the Constant Yield Tax Rate remain the same. Accordingly, any taxing authority that is proposing a tax rate above the Constant Yield Tax Rate must comply with the enclosed instructions.

If the taxing authority plans to set a Real Property Tax Rate that is *equal to or less than* the Constant Yield Tax Rate, then the Constant Yield Tax Rate statute **does not** require a notice or a hearing.

Procedures

The law establishes very strict procedures governing advertisement and public hearing for tax rate increases above the constant yield tax rate. Further, the law requires that the Department of Assessments and Taxation monitor the advertising and hearing process and report to the Attorney General any apparent violations. In the past, violations have resulted in jurisdictions being ordered to reduce the tax rate after tax bills had been issued. To avoid violating the law, you must comply with the following procedures:

300 W. Preston St. Room 605 Baltimore, MD 21201
www.dat.maryland.gov

410.767.4481 (phone) 1.800.735.2258 (MD relay)
410.333.5873 (fax) 1.888.246.5941 (toll free)

LARRY HOGAN
GOVERNOR

BOYD RUTHERFORD
LT. GOVERNOR



MICHAEL HIGGS
DIRECTOR

DENISE HERNDON
DEPUTY DIRECTOR

1. Notice or Advertisement (2 options): (1) Mail the proper notice to each property taxpayer who resides in your jurisdiction; or (2) place an advertisement in a newspaper of general circulation in your jurisdiction. If you want to mail the notice to each resident, please contact the Department for prior approval and guidance.

2. Form of the Notice or Advertisement: The language is specified word-for-word in the statute. An ad that deviates from the statutory requirements does not meet the requirements of the law and will be referred to the Attorney General for action. A sample notice and instructions for the arithmetic (Form CYTR#3) are included in this package. The wording in the statute is required and may not be modified. No part of this notice may be omitted. Additional language consistent with the intent of the law will be permitted (e.g. information regarding access to the hearing for the disabled). *Additional language designed to recast a tax rate in excess of the Constant Yield Tax Rate as anything other than a tax increase is contrary to the intent of the Constant Yield Tax Rate law and is not acceptable. It does not matter whether the additional language is within or outside the border of the required notice.* In order to minimize your advertising costs and avoid needless litigation, please use only the language required by law. If you have any questions about the acceptability of additional language, contact Nruti Desai at the address on the following page.

If you are using the same tax rate as last year, please note that the percentage change in Section 1 and Section 2 of the advertisement will be the same but may be different than Section 4. Even though the calculations for the new real property tax revenues generated in Section 2 and Section 4 will vary due to rounding, please use the figure from Section 2 in both sections. Please use whole dollars in the advertisement and round to one decimal place in the percent changes.

We will gladly review any advertisement prior to publication. The advertisement will be checked for any errors in the text and calculations, and any additional language will be reviewed. If you wish, we will write your advertisement for you if you furnish us with your proposed tax rate(s). We will attempt to get the advertisement back to you by the next work day. Whenever possible, you will receive a response from us the same day we receive it. Please contact Nruti Desai for additional information.

3. Style and Placement of the Advertisement: The ad must be at least 1/4 of a page in size and use 18 point type. The notice must not be placed on pages with legal notices or classified advertisements. The headline must be in bold face with all capital letters. The text of the advertisement must be in regular face with mixed case letters. Be sure to emphasize these requirements with the newspaper. The sample notice enclosed shows the correct form for the advertisement.

4. Timing of the Advertisement and Hearing: The hearing must be held on or after the 7th day and on or before the 21st day after the notice is published. Do not count the day of the notice or advertisement, but count the day of the hearing and all intervening calendar days, including Saturdays, Sundays, and holidays. This means that the advertisement must appear between one and three weeks before the hearing. The hearing must be held on or before June 17th, which is the date

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required by law for imposition of the property tax. This means that the absolute latest the advertisement can be published is June 10th for a June 17th hearing.

5. Reporting to the Department: The taxing authority must provide a copy of the *entire* newspaper page that carried the notice or evidence that the notice was mailed to each property taxpayer. Photocopies of the newspaper page or just the advertisement itself are not acceptable. Please return the enclosed memo (Form CYTR #2). This must be sent to the Department within 15 days of the date of the advertisement. We strongly recommend that you send the Department a copy of the notice as soon as it is published, especially if the Department has not reviewed the advertisement prior to publication. We review all advertisements as soon as they are received so that if the advertisement does not conform to the law you may have time to republish it and hold a new hearing before the June 17th deadline. Failure to properly report to the Department is noncompliance that must be referred to the Attorney General.

6. Setting the Rate: The Real Property Tax Rate must be set at the Constant Yield Tax Rate hearing or at a later time if the day, time, and location that the tax rate will be set are announced at the hearing. The property tax rate applicable to personal property shall be no more than 2.5 times the rate for real property. Enclosed is the Constant Yield Tax Rate Certification (Form CYTR #1) which shows the Constant Yield Tax Rate and the associated steps in its calculation for your jurisdiction. Personal property is not part of the Constant Yield Tax Rate calculation.

Please remember that the constant yield tax rate uses an estimate of assessable real property made in February, several months before tax rates are typically set. Every effort is made to provide reliable estimates of revenue for the upcoming year. However, these estimates may be affected by subsequent reductions in assessments by the local Property Tax Assessment Appeal Board or the Maryland Tax Court for certain properties. The Department issues revised estimates on a county basis in late March which may be obtained by contacting this office or from our web site at: www.dat.maryland.gov

Questions or problems:

Maryland State Department of Assessments and Taxation
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