



ADVERTISEMENT

Proposal Solicitation – ST. MARTINS BY THE BAY WATER PROJECT DESIGN SERVICES

Worcester County is seeking proposals from qualified Vendors to contract for assistance in permitting, design, bidding, construction management, inspection services, and resident project representative services of the St. Martins by the Bay Water Project in conformity with the requirements contained herein Proposal Documents.

Proposal Documents for the above referenced project may be obtained from the Worcester County Commissioner's Office by either e-mailing the Procurement Officer, Nicholas Rice, at nrice@co.worcester.md.us or by calling 410-632-1194 during normal business hours, or via the County's Bids page on the County's [website](#). Vendors are responsible for checking this website for addenda prior to submitting their bids. Worcester County is not responsible for the content of any Proposal Document received through any third party bid service. It is the sole responsibility of the vendor to ensure the completeness and accuracy of their Completed Proposal Documents.

A pre-proposal meeting will be held on Wednesday, March 27, 2024 at 10:30am at the Public Works Administration building, located at 6113 Timmons Road, Snow Hill, MD 21863. The last day for questions will be noon on Tuesday, April 9, 2024. Sealed Proposal Documents are due no later than 2:30pm on Wednesday, April 17, 2024 and will be opened and only vendor names will be read aloud in the Office of the County Commissioners, Worcester County Government Center – Room 1103, One West Market Street, Snow Hill, Maryland 21863.

Late Proposal Documents will not be accepted.

Minority vendors are encouraged to compete for award of the solicitation.

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

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



REQUEST FOR PROPOSAL

PROJECT:

**St. Martins by the Bay
Water Project Design Services**

DEPARTMENT:

Public Works

VENDOR:

NAME:

ADDRESS:

PROPOSAL OPENING:

DATE:

Wednesday, April 17, 2024

TIME:

2:30 PM

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SECTION I: INTRODUCTION

A. PURPOSE

1. The purpose of this Request for Proposal Document is for Worcester County (“County”) to contract for assistance in permitting, design, bidding, construction management, inspection services, and resident project representative services of the St. Martins by the Bay Water Project in conformity with the requirements contained herein (“Proposal Document(s”).

B. CLARIFICATION OF TERMS

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

C. QUESTIONS AND INQUIRES

1. Questions must be addressed in writing to the Worcester County Procurement Officer at nrice@co.worcester.md.us.
2. The last date to submit questions for clarification will be **noon on Tuesday, April 9, 2024**.
3. Addenda are posted on the County website at <https://www.co.worcester.md.us/> under County Info: Bid Board: at <https://www.co.worcester.md.us/commissioners/bids> at least five calendar days before proposal opening.
4. It is the Vendors responsibly to make sure all addenda are acknowledged in their proposal. Failure to do so could result in the proposal being disqualified.

D. FILLING OUT PROPOSAL DOCUMENTS

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

E. SUBMISSION OF PROPOSAL DOCUMENTS

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

F. OPENING OF PROPOSALS

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

G. ACCEPTANCE OR REJECTION OF PROPOSALS

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

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

H. QUALIFICATIONS

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

I. DESCRIPTIVE LITERATURE

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

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

J. NOTICE TO VENDORS

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

K. PIGGYBACKING

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

END OF SECTION

SECTION II: GENERAL INFORMATION

A. ECONOMY OF PROPOSAL

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

B. PUBLIC INFORMATION ACT (PIA)

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

C. CONTRACT AWARD

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

D. AUDIT

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

E. NONPERFORMANCE

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

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

F. MODIFICATION OR WITHDRAWAL OF PROPOSAL

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

G. DEFAULT

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

H. COLLUSION/FINANCIAL BENEFIT

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

I. TAX EXEMPTION

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

J. CONTRACT CHANGES

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

K. ADDENDUM

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

L. EXCEPTIONS/ SUBSTITUTIONS

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

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

M. APPROVED EQUALS

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

N. DELIVERY

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

O. INSURANCE

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

P. PROPOSAL EVALUATION

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

END OF SECTION

SECTION III: GENERAL CONDITIONS

A. DRAWINGS AND SPECIFICATIONS

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

B. MATERIALS, SERVICES AND FACILITIES

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

C. INSPECTION AND TESTING

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

D. APPROVAL OF SUBSTITUTION OF MATERIALS

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

E. PROTECTION OF WORK, PROPERTY AND PERSONS

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

F. BARRICADES, DANGER, WARNING AND DETOUR SIGNS

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

G. LICENSES AND PERMITS

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

H. SUPERVISION

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

I. CLEAN UP

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

J. CHANGES IN WORK

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

K. TIME FOR COMPLETION

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

L. LIQUIDATED DAMAGES

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

<u>Amount of Contract</u>	<u>Liquidated Damages per Day</u>
Less than \$10,000	\$100.00
\$10,000 or less than \$100,000	\$250.00
\$100,000 or less than \$500,000	\$750.00
\$500,000 or more	\$1,000.00

Or will be based on actual cost to the County, whichever is greater.

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

M. CORRECTION OF WORK

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

N. CONSTRUCTION SAFETY AND HEALTH STANDARDS

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

O. PERFORMANCE AND PAYMENT BONDS

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

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

P. GUARANTEE

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

END OF SECTION

SECTION IV: PROPOSAL SPECIFICATIONS

A. SCOPE

1. The County is seeking proposals from qualified Vendors for assistance in permitting, design, bidding, construction management, inspection services, and resident project representative services of the St. Martins by the Bay Water Project in accordance with the terms and conditions and specifications set forth in this solicitation.

B. CONTRACT PRICING

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

C. BACKGROUND

1. The Worcester County Commissioners are proposing to install a water main system to serve the St. Martins by the Bay community in the St. Martins by the Bay Sanitary Service Area. The project is outlined in a Preliminary Engineering Report prepared by the Engineering firm Davis, Bowen and Friedel in 2022. The project proposes to replace the community's private supply well and distribution system by connecting the community to the Ocean Pines water system. Fifty-four (54) residential EDU's will be served by extending an existing 8" water main along Beauchamp Road to St. Martin's Parkway and back into the community. There are no commercial connections planned as part of this project. The connection to Ocean Pines will alleviate concerns about saltwater intrusion into the private well, provide fire flow protection (including new hydrants), and eliminate water shortage issues that have occurred since the system was installed in 1984. Funding for the work has been secured from US Department of Agriculture, Rural Development and American Rescue Plan Act. Payment requests, plans, specifications, bidding standards, site signage, etc. must follow all funding agency standards.

D. SUMMARY

1. The Successful Vendor will develop construction plans and specifications, obtain all necessary permits, assist in construction contractor solicitation through the competitive sealed bid process, and provide construction phase services for the installation of a water main network connecting the St. Martins by the Bay community to the Ocean Pines Service Area water network.
2. The new network will connect to the existing Ocean Pines water distribution system at the 6-inch water main on the intersection of St. Martins Lane and Beauchamp Road. The proposed 8-inch water main will run along the ditch of Beauchamp Road, north along St. Martins Parkway and terminating at two points, one on Riverview Drive, and one on Marina Drive. The proposed water main will be 8-inch except along Riverview Drive which will be a 6-inch main, and the two loops at the end of Riverview Drive and Marina Drive which will be 2" looped water main with a blow-off hydrants located at the terminal points. No boring is required for this option, and this option would provide potable water service with fire flow protection to the area. The following specific tasks are required:
 - a. **DESIGN PHASE SERVICES**
 - i. Review the Preliminary Engineering Report and confirm details needed to design the system.
 - ii. Schedule and attend a kick-off meeting with County staff to finalize the scope of the project and discuss project details and schedule.

- iii. Obtain needed background information from on-site survey and aerial photography to design the water distribution network.
 - iv. Identify and address any wetlands issues and floodplain issues.
 - v. Include design and permitting services for the design of the new distribution system, new service connections to each household, and abandonment of the existing water treatment plant well.
 - vi. Ensure all federal domestic preference requirements are met during the design (i.e. Build America, Buy America) per RUS Bulletin 1780-26 (attached).
 - vii. Prepare plats for any additional easements or right-of-way needed to accommodate proposed design.
 - viii. Design documents (Plans and Specifications) shall be submitted for review at the 30% (preliminary), 60%, 90% (pre-final) and final design phase.
 - ix. Obtain all necessary permits and approvals from the applicable Federal, State, and Local agencies for this project (i.e. Erosion and Sediment Control, Storm Water Management, etc.)
 - x. Prepare a cost estimate for the project at the 60% and final design phases.
 - xi. Complete the final design by addressing regulatory and staff comments and provide three copies of the final construction plans and specifications to the County for bidding. Additionally, provide the documents in Adobe Acrobat form for electronic distribution to Contractors.
 - xii. Design phase services shall be completed within 9 months of notice to proceed.
- b. **BIDDING PHASE SERVICES**
- i. Solicitation of construction contractors shall be through competitive sealed bid process following RUS Bulletin 1780-34 (attached).
 - ii. Chair pre-bid meeting with construction contractors, record and distribute meeting minutes
 - iii. Respond to contractor requests for information
 - iv. Review contractor bid packages and provide written recommendation for award of construction contract.
 - v. Check contractor suitability, ensure contractor is responsive and responsible bidder, including but not limited to checking for any suspension and debarment issues.
 - vi. Submit bid package and recommendation of award to funding agency for concurrence.
 - vii. Provide value engineering recommendations in cases where bids come in higher than construction funding available.
 - viii. Assist in value engineering negotiations with bidders as needed.
- c. **CONSTRUCTION PHASE SERVICES**
- i. Chair preconstruction meeting with successful contractor, record and distribute meeting minutes
 - ii. Review of project submittals
 - iii. Ensure all federal domestic preference requirements (i.e. Build America, Buy America) are met per RUS Bulletin 1780-26 (attached).
 - iv. Respond to Requests for Information

- v. Review of the project schedule
- vi. Provide full time Resident Project Representative (RPR) services for the duration of the project
- vii. Consultant shall provide an hourly rate for construction inspection services and include the qualifications of the proposed construction inspector (RPR).
- viii. Chair monthly progress meetings and providing meeting minutes
- ix. Review contractor pay requests and make recommendations for payment
- x. Prepare and submit payment reimbursement request to funding agencies
- xi. Conduct on-site conformational survey of critical elevations.
- xii. Prepare as-built drawings based on contractor prepared red line drawings.
- xiii. Overseeing water distribution system startup and existing St. Martins by the Bay water plant decommissioning.
- xiv. Scheduling and attending the final inspection of the construction, prepare the final punch list
- xv. Certifying project completion and providing final construction certification to the Maryland Department of the Environment

E. ATTACHMENTS

- 1. RUS Bulletin 1780-26
- 2. RUS Bulletin 1780-34
- 3. St. Martins by the Bay Preliminary Engineering Report

F. PROPOSAL CONTENT

- 1. Each proposal shall include the following information at a minimum:
 - a. General Description of the Firm, including the office responsible for completion of the work
 - b. Approach to completion of this project
 - c. Management and Staffing Plan to identify the key personnel assigned to the project
 - d. Qualifications of the firm, including specific qualifications of the Project Manager and key personnel
 - e. Quality Control program description
 - f. References for similar projects
 - g. Cost proposal as described in the Proposal Form
 - h. Schedule of completion including major milestones of Percent Complete (30%, 60%, 90%, and 100%), Design Phase Surveying, and Permitting in Microsoft Project gant chart format or equivalent. Highlight any critical path items

G. GENERAL REQUIREMENTS

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

H. PRE-PROPOSAL CONFERENCE

- 1. A pre-proposal meeting will be held on Wednesday, March 27, 2024 at 10:30am at the Public Works Administration building, located at 6113 Timmons Road, Snow Hill, MD 21863.

I. PAYMENT

- 1. The County will make payment(s) to the Successful Vendor within thirty calendar days from the receipt of a proper invoice for approved and accepted work performed.
- 2. Unless otherwise noted, **all additional charges shall be included in the price quoted.**

- a. This includes delivery, shipping, and any other materials (proofs, paper, etc.) needed to successfully complete the project according to the terms described.
 - b. The County will not be responsible for any costs incurred by any vendor in preparing and submitting a proposal.
3. Successful Vendor agrees to complete any necessary vendor paperwork as required by the County.

J. QUESTIONS

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

K. AWARD

1. The County intends to award to the Vendor whose Completed Proposal Documents represents the best value to the County.

END OF SECTION

SECTION V: EVALUATION AND SELECTION PROCESS

A. EVALUATION

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

<u>Weighting Factor</u>	<u>Criterion</u>
10%	Qualifications of the Organization
20%	Vendor's understanding of the purpose and objectives of the specified work
10%	Vendor's organizational capacity to meet the demands of the RFP specifications
30%	Vendor's knowledge and experience to perform the specified work. (based on previous jobs of a similar nature, i.e. design projects funded by USDA and/or MDE)
30%	Price

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

Unacceptable	0
Poor	1
Fair	2
Good	3
Superior	4

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

END OF SECTION

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

FORM OF PROPOSAL

To whom it may concern:

We hereby submit our Proposal Documents for “ST. MARTINS BY THE BAY WATER PROJECT DESIGN SERVICES” as indicated in the Proposal Documents. Having carefully examined the Proposal Documents and having received clarification on all items of conflict or upon which any doubt arose, the undersigned hereby requests consideration of our Vendor for award of the referenced Proposal.

ITEM	DESCRIPTION	EXTENDED PRICE
1	Design Phase Services	
2	Bidding Phase Services	
3	Construction Phase Services	
TOTAL		

OPTIONAL ITEMS

Hourly Rate for Inspection and RPR Services	\$/_____ /hour
---	----------------

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

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

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

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

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

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

Sign for Identification

Printed Name

Title

Email

REFERENCES

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

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

Sign for Identification

Printed Name

EXCEPTIONS

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

EXCEPTIONS:

(If none, write none) _____

How did you hear about this solicitation?

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

The vendor hereby acknowledges receipt of the following addenda.

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

Sign for Identification

Printed Name

INDIVIDUAL PRINCIPAL

Vendor Name: _____

Signed By: _____ In the presence of: _____

Address of Vendor: _____ Town, State, Zip _____

Telephone No.: _____ Fax: _____ Email: _____

CO-PARTNERSHIP PRINCIPAL

Name of Co-Partnership: _____

Address: _____ Town, State, Zip

Telephone No.: _____ Fax: _____

Signed By: _____ In the presence of: _____

Partner

Witness

Signed By: _____ In the presence of: _____

Partner

Witness

Signed By: _____ In the presence of: _____

Partner

Witness

CORPORATE PRINCIPAL

Name of Corporation: _____

Address: _____ Town, State, Zip

Telephone No.: _____ Fax: _____

Signed By: _____ In the presence of: _____

President

Witness

Attest: _____

Corporate Secretary

Affix Corporate Seal

VENDOR'S AFFIDAVIT OF QUALIFICATION TO BID

I HEREBY AFFIRM THAT:

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

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

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

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

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

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

Sign for Identification

Printed Name

NON-COLLUSIVE AFFIDAVIT

_____ being first duly sworn,
deposes and says that:

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

Signed, sealed and delivered in the presence of:

Witness

Witness

By: _____
Signature

Printed Name

Title

EXHIBIT A

WORCESTER COUNTY MARYLAND STANDARD TERMS AND CONDITIONS

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

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

10. Independent Contractor.

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

11. Insurance Requirements.

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

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

13. Ownership of Documents; Intellectual Property.

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

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

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

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

UNITED STATES DEPARTMENT OF AGRICULTURE
Rural Utilities Service
RUS BULLETIN 1780-26
Document ID: Rural Development-GD-2023-001

**SUBJECT: Guidance for the Use of Engineers Joint Contract Documents Committee (EJCDC)
Bidding and Contract Documents on Water and Waste Disposal Projects with Rural
Utilities Service Financial Assistance**

TO: Rural Development State Directors, Rural Utilities Service Program Directors, and State Engineers

EFFECTIVE DATE: Date of approval

OFFICE OF PRIMARY INTEREST: Engineering Policy Branch, Water and Environmental Programs (WEP), under the Rural Utilities Service (RUS), a part of Rural Development (RD), an Agency within the United States Department of Agriculture (USDA)

INSTRUCTIONS: This Bulletin replaces RUS Bulletin 1780-26, Document ID: Rural Development-GD-2020-000# dated June 16, 2020 and removes references to American Iron and Steel (AIS) and adds the Build America, Buy America requirements.

AVAILABILITY: This Bulletin, as well as any instructions, regulations, or forms referenced in this Bulletin are available at USDA State Offices. The State Office staff is familiar with the use of the documents in their states and can answer specific questions on Agency requirements.

This Bulletin is available on the website: <https://www.rd.usda.gov/publications/regulations-guidelines/bulletins/water-and-environmental>.

PURPOSE: This Bulletin is to be used by RD staff in providing information and guidance to funding applicants/recipients (Owners) and professional consultants in the development of Bidding and Contract Documents that are legally sufficient, ensure appropriate services are provided at a reasonable fee, and expedite the achievement of the applicant's goals. This Bulletin supports compliance with 7 CFR 1780, 2 CFR 200 and the Build America, Buy America Act requirements under Title IX of the Infrastructure Investment and Jobs Act, Pub. L. 117-58, §§ 70901-70953.

The contents of this guidance document do not have the force and effect of law and are not meant to bind the public in any way. This document is intended only to provide clarity to the public regarding existing requirements under the law or agency policies.

**STEVEN
POLACEK**

Digitally signed by
STEVEN POLACEK
Date: 2023.05.24
10:31:39 -04'00'

STEVEN POLACEK
Acting Assistant Administrator
Water and Environmental Programs

Date

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EXHIBITS

Exhibit A – GENERAL DOCUMENTS

Attachment 1	Certificate of Owner’s Attorney and Agency Concurrence
Attachment 2	<i>De Minimis</i> List Format
Attachment 3	General (Prime) Contractor’s Certification of Compliance
Attachment 4	Manufacturer’s Certification of Compliance
Attachment 5	Engineer’s Construction Certifications

Exhibit B – CONSTRUCTION CONTRACT DOCUMENTS (EJCDC C-SERIES)

Attachment 1	Contract Document Checklist
Attachment 2	Engineer’s Development of Advertisement for Bids
Attachment 3	Engineer’s Development of Instructions to Bidders
Attachment 4	Engineer’s Development of Bid Form
Attachment 5	Engineer’s Development of Agreement Between Owner and Contractor
Attachment 6	Engineer’s Development of Supplementary Conditions

Exhibit C – ENGINEERING CONTRACT DOCUMENTS (EJCDC E-SERIES)

Attachment 1	Revisions to EJCDC E-500
Attachment 2	Engineer Agreement Certification

Exhibit D – PROCUREMENT CONTRACT DOCUMENTS (EJCDC P-SERIES)

[Reserved]

Exhibit E – SHORT FORM CONTRACT DOCUMENTS

[Reserved]

Exhibit F – DESIGN-BUILD CONTRACT DOCUMENTS (EJCDC D-SERIES)

[Reserved]

Exhibit G – CONSTRUCTION MANAGER AT RISK CONTRACT DOCUMENTS (EJCDC CMAR-SERIES)

[Reserved]

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EJCDC
Contract Documents
Water and Environmental Programs

ABBREVIATIONS

AIS – American Iron and Steel
BABAA – Build America, Buy America Act
CFR – Code of Federal Regulations
EJCDC – Engineers Joint Contract Documents Committee
EO – Executive Order
GC – General Conditions of the Construction Contract
IIJA – Infrastructure Investment and Jobs Act
ITB - Instructions to Bidders for Construction Contract
OGC – Office of General Counsel
PL – Public Law
RD – Rural Development
RPR – Resident Project Representative
RUS – Rural Utilities Service
SC – Supplementary Conditions of the Construction Contract
USC – United States Code
USDA – United States Department of Agriculture
WEP – Water and Environmental Programs
WWD – Water and Waste Disposal

DEFINITIONS

Defined terms from EJCDC documents are capitalized in this Bulletin

1 GENERAL

- a Approved documents. The Engineers Joint Contract Documents Committee (EJCDC) developed Contract Documents, some of which are approved by Rural Utilities Service (RUS) for procurement of equipment and/or services by loan and grant recipients, subject to the modifications indicated in this Bulletin being incorporated in these documents. Approved documents are listed in the appropriate sections that follow.
- b Alternative documents. Owners not wishing to use these EJCDC documents may submit the alternative contract document(s) and a written justification of the need for its (their) use. Such documents must be modified to meet all federal and state requirements and must be approved for each project by the RD State Engineer (State Engineer) and reviewed by the United States Department of Agriculture (USDA) Office of General Counsel (OGC). When modified as described in this Bulletin, the EJCDC documents listed above have been determined to meet such requirements and do not require OGC approval.
- c Phase-out of previous editions. Only current EJCDC documents should be used for Water and Waste Disposal (WWD) projects. The most recent previous version of EJCDC documents will continue to be accepted for one year after issuance of the corresponding chapter of this Bulletin. This Bulletin does not retroactively change the status of a document already approved.

2 AVAILABILITY

The EJCDC documents are available online from any of the sponsoring organizations: the National Society of Professional Engineers (www.nspe.org); American Council of Engineering Companies (www.acec.org); and American Society of Civil Engineers (www.asce.org); or directly from EJCDC (www.ejcdc.org). EJCDC documents are proprietary and include a license agreement. State Offices will not distribute EJCDC documents for use as Contract Documents. For training purposes, or to illustrate the appropriate use of the integrated set of documents on RUS financially assisted Water and Waste Disposal (WWD) projects, the State Office may provide water-marked pdf copies of the documents.

3 PURPOSE

The EJCDC has developed Contract Documents that when assembled as described in this Bulletin are acceptable for use on WWD projects funded by RUS. This Bulletin includes a table of all the acceptable documents and instruction for modification and review of these documents. This Bulletin is not intended to make the use of EJCDC documents mandatory. Rather, this Bulletin serves to assist Owners and professional consultants who choose to use EJCDC documents in tailoring certain EJCDC bidding and contract documents for use with WWD projects financed by RUS.

4 HOW TO USE THE BULLETIN

- a Assembly of documents. This Bulletin explains the use of EJCDC standard contract documents, and modifications to make them acceptable for use on WWD projects. In addition to these modifications, EJCDC guidance notes must be followed and should be

deleted once the documents are completed.

- b **Revising text.** This Bulletin may be used in one of three ways:
 - (1) The Engineer makes all the edits to the purchased EJCDC documents when these documents will be used for RUS funded WWD projects. Changes to EJCDC standard language, whether the changes are as per this Bulletin or by the Owner and its Engineer, are made using bold type additions and single-line strike-out deletions, showing all revisions.
 - (2) Exhibits are inserted in the Bidding and Contract Documents at the appropriate location.
 - (3) The Engineer requests from EJCDC free, editable copies of the certain documents with WEP-required edits already included, upon proof of purchase of EJCDC documents.
- c **Guidance notes.** Guidance notes in blue boxes in the EJCDC documents shall be implemented as deemed appropriate by Owner and Engineer and deleted prior to finalization of the documents.

5 OWNER RESPONSIBILITY

- a **Verify bulletin is current.** Before an Owner or their Engineer proceeds with the development of a set of Bidding Documents, they should contact the State Engineer to verify they have the most current information specific to the type of project and state or other jurisdiction where the project is located.
- b **Contractual and administrative issues.** The Owner is responsible for settling all contractual and administrative issues arising out of procurement as a condition of receiving funding assistance from RUS. These include but are not limited to: source evaluation; protests; disputes; and claims. Matters concerning violations of laws are to be referred to the applicable local, state, or federal authority.
- c **Modifications.** It is WEP policy that when Owners choose to use the EJCDC documents they do so with minimal modification. However, WEP recognizes each project is unique and that modifications may be necessary to satisfy project requirements or state statutes. If changes must be made to the standard documents and/or the modifications in the attached exhibits to address project-specific issues, they must be made via bold type additions and single-line strike-out deletions showing all revisions. Because the EJCDC documents are fully integrated, when making a modification in one document Owners must ensure that appropriate modifications are made in all affected documents.

6 DESIGN-BID-BUILD CONSTRUCTION CONTRACT DOCUMENTS (EJCDC C-SERIES)

- a **Use of EJCDC C-series for WWD projects.** The Engineers Joint Contract Documents Committee (EJCDC) developed its Construction Contract Documents (C-series), 2018 edition, for use in traditional design-bid-build projects. This Bulletin consists of exhibits and attachments with modifications that, when combined with the standard

EJCDC documents and appropriate Drawings, Specifications and other documents, create a complete set of acceptable Construction Contract Documents for use on WWD projects. Contract packages must be assembled in accordance with the following notes, requirements of Exhibit A, Attachments 2-6, and Exhibit B, Attachments 2-6, and the table later in this Bulletin. EJCDC provides guidance for use of various clauses throughout the documents; those guidance notes must be followed and should be deleted once the documents are completed.

b Approved documents. The following EJCDC 2018 edition C-series documents are approved by WEP for procurement of construction services by loan and grant recipients, subject to the modifications indicated in this Bulletin being incorporated in these documents. The documents are listed in the order of their use:

- (1) ADVERTISEMENT FOR BIDS FOR CONSTRUCTION CONTRACT, EJCDC C-111
- (2) INSTRUCTIONS TO BIDDERS FOR CONSTRUCTION CONTRACT, EJCDC C-200
- (3) BID FORM FOR CONSTRUCTION CONTRACT, EJCDC C-410
- (4) BID BOND (PENAL SUM FORM), EJCDC C-430
- (5) QUALIFICATIONS STATEMENT, EJCDC C-451
- (6) NOTICE OF AWARD, EJCDC C-510
- (7) AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE), EJCDC C-520
- (8) PERFORMANCE BOND, EJCDC C-610
- (9) PAYMENT BOND, EJCDC C-615
- (10) STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT, EJCDC NO. C-700
- (11) SUPPLEMENTARY CONDITIONS OF THE CONSTRUCTION CONTRACT, EJCDC C-800
- (12) NOTICE TO PROCEED, EJCDC C-550
- (13) APPLICATION FOR PAYMENT, EJCDC C-620
- (14) WORK CHANGE DIRECTIVE, EJCDC C-940
- (15) CHANGE ORDER, EJCDC C-941
- (16) FIELD ORDER, EJCDC C-942

(17) CERTIFICATE OF SUBSTANTIAL COMPLETION, EJCDC C-625

(18) NOTICE OF ACCEPTABILITY OF WORK, EJCDC C-626

- c Previous editions. The current (2018) EJCDC C-series documents should be used for WWD projects. This Bulletin does not retroactively change the status of a document already approved.
- d General Conditions. The EJCDC General Conditions (C-700) should not be modified. Changes to C-700 should only be made via the Supplementary Conditions.
- e EJCDC suggested language. The Instructions to Bidders and Supplementary Conditions must be developed by the Engineer based on EJCDC guidance documents and the instructions and exhibits below. The State Engineer must verify that the instructions and exhibits below were followed prior to any advertisement for bids.
- f EJCDC standard language. The Bid Form and the Agreement Between Owner and Contractor are standard documents from EJCDC but must be modified before use on a RUS funded project. The State Engineer must verify that the instructions and exhibits below were followed prior to advertisement for bidding.
- g Project signs. It is customary that project signs identifying the Owner, Contractor, Engineer, and funding agencies be displayed during project construction. The Engineer should contact the State Engineer for specific requirements and include the sign standard in the contract package.
- h Number of copies of Bidding Documents. One copy of the draft Bidding Documents (defined in EJCDC C-700 Article 1.01), which include but are not limited to those listed in the checklist in Exhibit B, Attachment 1 of this Bulletin, must be submitted to the State Engineer for review and acceptance prior to advertisement for bid. One copy of the as-bid Bidding Documents is to be provided to the State Engineer within five days of the advertisement to bid, and one copy must be provided to the RD Area Specialist prior to issuance of the Notice to Proceed. Addenda shall be submitted to the State Engineer for review and acceptance prior to issuance, with a copy provided to the State Engineer and Area Specialist after issuance. Consult with the State Engineer and Area Specialist for the preferred method of submission (electronic vs. paper).
- i State Engineer Acceptance/Approval/Concurrence Prior to Bid, Award and Construction. All Contract Documents must be accepted by the State Engineer prior to advertisement for bids. The State Engineer must concur with the recommendation to award, and the executed Contract Documents must be concurred with by the State Engineer prior to construction. The Certificate of Owner's Attorney and Agency Concurrence document (Exhibit A, Attachment 1) must be used for this purpose.
- j Assembly of Bidding and Contract Documents. Refer to the checklist in Exhibit B, Attachment 1. Acceptable edits to the EJCDC documents C-111, C-200, C-410, C-520, and C-800, are found in Exhibit B, Attachments 2-5.

7 ENGINEERING CONTRACT DOCUMENTS (EJCDC E-SERIES)

- a Use of EJCDC E-series for WWD projects. The Engineers Joint Contract Documents Committee (EJCDC) developed its Engineering Family Documents (E-series), 2014 edition, for use in traditional design-bid-build projects. This Bulletin consists of an exhibit and attachments with acceptable modifications that, when combined with the standard EJCDC document, create a complete and acceptable Agreement Between Owner & Engineer for Professional Services (Engineer Agreement) for use on WWD projects. The Engineer Agreement must be assembled in accordance with the following notes and requirements of Exhibit C, Attachments 1 and 2. EJCDC provides guidance for use of various clauses throughout the documents; those guidance notes must be followed and should be deleted once the documents are completed.
- b Approved documents. The following EJCDC 2014 edition E-series document is approved by WEP for procurement of engineering services by loan and grant recipients, subject to the modifications indicated in this Bulletin being incorporated in these documents:
- (1) AGREEMENT BETWEEN OWNER & ENGINEER FOR PROFESSIONAL SERVICES, EJCDC E-500
- c Previous editions. The 2014 EJCDC E-series documents should be used for WWD projects.
- d EJCDC standard language. The Engineer Agreement is a standard document from EJCDC but must be modified before use on each WEP funded project. The State Engineer must verify that the instructions and exhibits below were followed prior to acceptance by the Owner and Engineer.
- e Process. Instructions to modify EJCDC E-500 (2014) prior to use on RUS funded WWD projects are as follows:
- (1) Engineer must attach the list of “Revisions to the EJCDC E-500 (2014)” (Exhibit C Attachment 1 of this Bulletin) to the Agreement as an addendum or make the specific changes listed using bold-type additions and single-line strike-out deletions.
 - (2) Project-specific requirements may be added to Exhibit J of E-500 (2014).
 - (3) Owner and Engineer must select a payment method from Exhibit C of E-500 (2014) (see below).
 - (4) Owner and Engineer must sign the Agreement on page 19 of EJCDC E-500 and include, complete and sign the RUS Certification Page (Exhibit C Attachment 2 of this Bulletin).
 - (5) Agency must review to ensure changes were made as necessary or revisions were attached and that the certification is attached, completed, and acceptable.
 - (6) Agency completes and signs the RUS Certification page.
- f Seismic acknowledgments. For each applicable structure, borrowers and grant recipients must provide RUS a written acknowledgment from a registered architect or engineer responsible for the design stating that seismic provisions pursuant to 7 CFR 1792 will be used in the design of the structure.

- (1) If Drawings and Specifications are required to be submitted to RUS, this acknowledgement shall be on the title page of the Drawings included with the final Drawings and Specifications. This acknowledgement will include the identification and date of the model code or standard that is used in the seismic design of the structure. The Drawings and Specifications must be dated, signed, and sealed by a registered architect or engineer.
 - (2) For projects in which Drawings and Specifications are not submitted, this acknowledgement shall be in the form of a statement from the architect or engineer responsible for the building design. The statement shall identify the model code or standard identified that is used in the seismic design of the building or buildings and shall be dated and signed.
- g Payment for Services. The standard Exhibit C of E-500 (2014), “Payments to Engineer for Services and Reimbursable Expenses”, should be used along with the E-500 (2014) Engineer Agreement, but only the following Compensation Packets are allowed for use with RUS funded projects (other Compensation Packets should not be used):
- (1) Allowed for Basic Services:
Lump Sum (Compensation Packet BC-1)
Standard Hourly Rates (Compensation Packet BC-2)
 - (2) Allowed for RPR Services:
Lump Sum (Compensation Packet RPR-1)
Standard Hourly Rates (Compensation Packet RPR-2)
 - (3) Allowed for Additional Services:
Standard Hourly Rates (Compensation Packet AS-1)
- h Insurance. E-500 (2014) Exhibit G “Insurance” amounts should be established by the Owner based on advice from the Owner’s attorney or a risk manager hired by the Owner.
- i Limits of Liability. E-500 (2014) Exhibit I, “Limitations of Liability”, is permissible to be used on RUS funded projects.
- j Number of copies of Engineer Agreement. One copy of the draft Engineer Agreement will be submitted to the State Engineer for review and preliminary concurrence prior to signing by the Owner and Engineer. Four copies of the signed Engineer Agreement are to be provided to the State Engineer for formal concurrence; one copy each will be sent to the Owner, Engineer, and RD Area Specialist. Amendments shall be submitted to the State Engineer for review and preliminary concurrence prior to signing, with four executed copies provided to the State Engineer for formal concurrence; one copy will be sent to the Owner, Engineer, and RD Area Specialist after the State Engineer concurs. Consult with the State Engineer and Area Specialist for the preferred method of submission (electronic vs. paper).
- k State Engineer Concurrence. The executed Engineer Agreement will be concurred with by the State Engineer prior to Agency concurrence in any payment of RUS funding for engineering services.

- 1 Assembly of Engineer Agreement. Refer to RUS' acceptable edits to EJCDC E-500 (2014), which are found in Exhibit C, Attachments 1 and 2.

Exhibit A – GENERAL DOCUMENTS

Notes to User: This Attachment contains exhibits applicable to most WWD projects.

CERTIFICATE OF OWNER'S ATTORNEY AND AGENCY CONCURRENCE

Notes to User: This exhibit consists of two certificates, on a single page, to be attached to the Contract and signed upon execution. The first is a certificate to be signed by the Owner's attorney and the second is the concurrence to be signed by the State Engineer. This page is to be inserted after the Agreement between Owner and Contractor for Construction Contract (Stipulated Price) (EJCDC C-520, 2018) in the Construction Contract Documents.

CERTIFICATE OF OWNER'S ATTORNEY

PROJECT NAME:

CONTRACTOR NAME AND CONTRACT NUMBER:

I, the undersigned, _____, the duly authorized and acting legal representative of _____, do hereby certify as follows: I have examined the attached Contract(s) and performance and payment bond(s) and the manner of execution thereof, and I am of the opinion that each of the aforesaid agreements is adequate and has been duly executed by the proper parties thereto acting through their duly authorized representatives; that said representatives have full power and authority to execute said agreements on behalf of the respective parties named thereon; and that the foregoing agreements constitute valid and legally binding obligations upon the parties executing the same in accordance with the terms, conditions, and provisions thereof.

Name

Date

AGENCY CONCURRENCE

As lender or insurer of funds to defray the costs of this Contract, and without liability for any payments thereunder, the Agency hereby concurs in the form, content, and execution of this Agreement.

Agency Representative

Date

Name

DOMESTIC PREFERENCE *DE MINIMIS* LIST FORMAT

Notes to User: This exhibit is an example format for Contractors to use in maintaining a list of items to document the use of the De Minimis waiver of the Domestic Preference requirements. This list or similar is required to be filled out throughout the construction Contract as needed. The State Engineer may periodically ask to review this information. At the Contract completion, this list, along with all Manufacturers' certifications, are to be given to the Engineer for delivery to the Owner. This list is applicable for projects governed by BABAA. USDA-RD State Office can provide guidance if AIS applies to the project instead.

DE MINIMIS COSTING WORKSHEET

Project Name: _____

Contract Name/# (if more than one) _____

Contractor (Company Name): _____

Representative: _____

Date: _____

Total Project Costs : _____ \$

Allowable Total *De Minimis* Costs (5% of project costs) _____ \$

Total Cost of all *De Minimis* Items _____ \$

Remaining Amount Allowed for Future *De Minimis* Items _____ \$

No.	Detailed Description and Manufacturer or Local Source of <i>De Minimis</i> Material	Quantity	Cost Per Item	Total Item Cost
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				

**SAMPLE LANGUAGE FOR CONTRACTOR'S
CERTIFICATION OF COMPLIANCE**

Notes to User: This exhibit provides sample language that the Contractor can use to certify compliance with the Build America Buy America Act requirements. Note that the language can be modified (for example if the project is subject to AIS the BABAA reference should be replaced with language such as "American Iron and Steel (AIS) requirements mandated by Section 746 of Title VII of the Consolidated Appropriations Act of 2017 and subsequent annual appropriations for WWD programs"). A certification is to be provided by Contractor to Engineer for delivery to the Owner and Agency at Substantial Completion. The certification should be on letterhead and should be signed and dated by an authorized company representative.

Project Name
Owner / Applicant
Contract Number

I hereby certify, that to the best of my knowledge and belief, all Iron and Steel products, Manufactured Products, and Construction Materials installed for this project by my company and by any and all subcontractors and Manufacturers my company has contracted with for this project comply with the Build America, Buy America Act (BABAA) requirements under Title IX of the Infrastructure Investment and Jobs Act (IIJA), Pub. L. 117-58, §§ 70901-70953 or are the subject of a waiver approved by the Secretary of Agriculture or designee.

SAMPLE LANGUAGE FOR MANUFACTURER'S CERTIFICATION OF COMPLIANCE

Notes to User: This exhibit provides sample language for the Manufacturer's Certification of Compliance with Domestic Preference requirements. Contractor should ensure that Engineer has an approved Manufacturers' Certification prior to any domestic preference item being delivered to the project site. The Manufacturer's Certification should be on letterhead and should indicate the project, specific item being certified, reference which domestic preference requirement is being certified and be signed by an authorized company representative. The Manufacturer's Certification may include multiple domestic preference requirements. It is important for the governing domestic preference requirement (whether AIS, BABAA or other) to be clearly included within the certification.

Date:

Company Name:

Company Address:

Subject: Domestic Preference Requirement Certification for {Owner's Name and Project Name (City, State)} Certification for Project (X), Owner's Name, and Contract Number
Sample text:

I hereby certify that the following product(s) and / or material(s) shipped or provided for the subject project are in full compliance with the Build America, Buy America Act (BABAA) requirements under Title IX of the Infrastructure Investment and Jobs Act (IIJA), Pub. L. 117-58, §§ 70901-70953.

[List common name of items, products and/or materials]

ENGINEER'S CERTIFICATIONS

Notes to User: This exhibit provides sample language for the statements needed for the Engineer of Record's certification; it should be submitted with the bid package to the Agency for concurrence for authorization to bid by Agency. This certification is not intended to be a warranty in any way but rather the designer's professional opinion that to the best of their knowledge the documents comply. This certification does not need to be included in the contract documents. Note that the language can be modified (for example if the project is subject to AIS, the BABAA reference should be replaced with language such as "American Iron and Steel (AIS) requirements mandated by Section 746 of Title VII of the Consolidated Appropriations Act of 2017 and subsequent annual appropriations for WWD programs.").

The final Drawings and Specifications, construction Contract Documents, Bidding Documents, procurement documents, and any other final design phase deliverables, comply with all applicable federal requirements including the Build America, Buy America Act (BABAA) requirements under Title IX of the Infrastructure Investment and Jobs Act (IIJA), Pub. L. 117-58, §§ 70901-70953, or are the subject of a waiver approved by the Secretary of Agriculture or designee. This includes the following:

- The Engineers Joint Contract Documents Committee (EJCDC) documents have been used, and all acceptable revisions identified in this Bulletin have been made in accordance with the terms of the license agreement, which states in part that the Engineer "will plainly show all changes to the standard EJCDC text, using 'Track Changes' (redline/strikeout), highlighting, or other means of clearly indicating additions and deletions." Such other means may include attachments indicating changes (e.g. Supplementary Conditions modifying the General Conditions).
- Any building(s) designed for this Project will comply with the requirements of the Architectural Barriers Act (ABA) of 1968, the Americans with Disabilities Act (ADA) of 1990, Section 504 of the Rehabilitation Act of 1973, and any federal, state, or local accessibility standards.
- Any building(s) designed for this Project will comply with the Seismic Safety of Federally Assisted New Building Construction requirements of 7 CFR 1792, and any federal, state, or local standards.
- All referenced Products and Construction Materials in the Drawings, Specifications, and Bidding Documents for the Project comply with BABAA.
- All referenced Products and Construction Materials to be referenced in the Addenda, executed Contracts, and Change Orders will comply with BABAA.

Engineer Signature
Engineer Name and Title

Date
Engineering Company Name

Exhibit B - CONSTRUCTION CONTRACT DOCUMENTS (EJCDC C-SERIES)

Notes to User: This Attachment contains exhibits applicable to WWD projects when using EJCDC Construction Contract Documents (C-series).

CONTRACT DOCUMENT CHECKLIST

Notes to User: This exhibit provides a checklist for Owner and Engineer to use to assemble the Bidding Documents for a RUS-funded project. Questions should be directed to the State Engineer.

Contents	Form
Table of Contents	Prepared by Engineer
Advertisement for Bids for Construction Contract	EJCDC C-111 as modified by RUS Bulletin 1780-26 Exhibit B, Attachment 2
Instructions to Bidders for Construction Contract	EJCDC C-200 as modified by RUS Bulletin 1780-26 Exhibit B, Attachment 3
Bid Form for Construction Contract	EJCDC C-410 as modified by RUS Bulletin 1780-26 Exhibit B, Attachment 4
Bid Bond (Penal Sum Form)	EJCDC C-430
Qualifications Statement	EJCDC C-451
Compliance Statement	Form RD 400-6
Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions	Form AD-1048
Certification for Contracts, Grants & Loans	RD Instruction 1940-Q Exhibit A-1
Notice of Award	EJCDC C-510 Note: Owner will obtain concurrence of State Engineer prior to issuing award.
Agreement between Owner and Contractor for Construction Contract (Stipulated Price)	EJCDC C-520 as modified by RUS Bulletin 1780-26 Exhibit B, Attachment 5
Performance Bond	EJCDC C-610. Note: the bond will be at least 100% of the bid amount.
Payment Bond	EJCDC C-615. Note: the bond will be at least 100% of the bid amount.
Certificate of Owner's Attorney / Agency Concurrence	RUS Bulletin 1780-26 Exhibit A, Attachment 1
Standard General Conditions of the Construction Contract	EJCDC C-700. Note: modifications to C-700 should be made in C-800, Supplementary Conditions.
Supplementary General Conditions of the Construction Contract	EJCDC C-800 as modified by RUS Bulletin 1780-26 Exhibit B, Attachment 6
Special Conditions	May be added if desired by Engineer
State Wage Rates	State Wage Rates if required by State Law.
Federal Wage Rates	Davis Bacon Wage Rates. Note: only required if other funding source requires
Davis Bacon 29 CFR 5.5	Rural Development version. Note: only required if Federal Wage Rates have been included
Notice to Proceed	EJCDC C-550
Project Sign (Temporary Construction Sign)	Consult State Engineer for current requirements.
Application for Payment	EJCDC C-620
Work Change Directive	EJCDC C-940
Change Order	EJCDC C-941
Field Order	EJCDC C-942
Sample Language for Contractor's Certification of Compliance	RUS Bulletin 1780-26 Exhibit A, Attachment 3
Sample Language for Manufacturer's Certification of Compliance	RUS Bulletin 1780-26 Exhibit A, Attachment 4
Certificate of Substantial Completion	EJCDC C-625
Notice of Acceptability of Work	EJCDC C-626
Drawings and Specifications	Engineer Submittal

NOTES:

- EJCDC documents are available from EJCDC, the National Society of Professional Engineers, the American Council of Engineering Companies, or the American Society of Civil Engineers. RD offices cannot distribute EJCDC documents.*
- For questions and copies of RD documents please contact State Engineer.*

ENGINEER'S DEVELOPMENT OF ADVERTISEMENT FOR BIDS

Notes to User: This exhibit contains language for Engineer to add to the Advertisement for Bids for Construction Contract (EJCDC C-111, 2018) for compliance with Domestic Preference requirements. The Engineer may either make the changes directly in the Advertisement for Bids or insert this exhibit directly behind the Advertisement for Bids. If the project is subject to AIS instead of BABAA replace the BABAA reference with "This project is subject to the American Iron and Steel (AIS) requirements instituted by Section 746 of Title VII of the Consolidated Appropriations Act of 2017 and subsequent annual appropriations for WWD programs." and delete references to manufactured products and construction materials. Contact the Rural Development State Office for guidance as needed.

- Add at the end of EJCDC C-111 prior to "This Advertisement is issued by:"

Domestic Preference

This project is subject to the Build America, Buy America Act (BABAA) requirements under Title IX of the Infrastructure Investment and Jobs Act (IIJA), Pub. L. 117-58, §§ 70901-70953. Absent an approved waiver, all iron, steel, manufactured products, and construction materials used in this project must be produced in the United States.

The following waivers apply to this Contract:

BABAA De Minimis, Small Grants, and Minor Components

[add project specific waivers as applicable; If AIS applies instead of BABAA delete the BABAA waiver reference and insert references to the AIS De Minimis and AIS Minor Component waivers].

ENGINEER'S DEVELOPMENT OF INSTRUCTIONS TO BIDDERS

Notes to User: This exhibit contains a list of changes to be made by Engineer to the Instructions to Bidders for Construction Contract (EJCDC C-200, 2018). The Engineer will develop the Instructions to Bidders using EJCDC C-200 (2018) and the instructions provided below. In addition, Engineer will ensure that any applicable state or federal wage rate requirements are added at Article 24. RD does not require the use of Davis Bacon Wage rates in most cases, but other sources of federal funds may. If other funding sources involved in the project require the use of Davis Bacon Wage rates, RD's version of Davis Bacon 29 CFR 5.5 will be added to these construction Contract Documents, as listed in the checklist in Exhibit A. The Engineer may either make the changes below directly to the Instructions to Bidders or insert this exhibit directly behind the Instructions to Bidders. If AIS applies instead of BABAA remove reference to BABAA in 1.01.B and 23.03 and replace it with "American Iron and Steel (AIS) requirements instituted by Section 746 of Title VII of the Consolidated Appropriations Act of 2017 and of 2017 and subsequent annual appropriations for WWD programs." Contact the Rural Development State Office for guidance as needed.

- Article 1.01.B - Add the following:
 - 1.01.B "Domestic Preference – The Build America, Buy America Act (BABAA) requirements under Title IX of the Infrastructure Investment and Jobs Act (IIJA), Pub. L. 117-58, §§ 70901-70953.
- Article 3.02 – Delete in its entirety and insert "Deleted".
- Article 8.01 – Add to the end of the paragraph "Bid security must be at least 5% of the Bidder's maximum Bid price."
- Article 9.02 – Delete in its entirety and insert "Deleted".
- Article 10.01 – Delete in its entirety and insert "Deleted".
- Article 10.02 – Insert after the sentence that starts "Each such request...": "Each such request shall include the Manufacturers' Certification for Compliance with Domestic Preference requirements. Refer to the suggested Manufacturer's Certification provided in these construction Contract Documents."
- Article 10.02 – Add to the end of this paragraph: "Substitutes and "or-equal" materials and equipment may be proposed by Contractor in accordance with Paragraphs 7.05 and 7.06 of the General Conditions after the Effective Date of the Contract. Each such request shall include Manufacturer's Certification letter to document compliance with Domestic Preference requirements. Refer to Manufacturer's Certification Letter provided in these Contract Documents."
- Article 11.01 – Delete in its entirety and insert "Deleted".
- Article 11.05 – Add the following:
 - 11.05 – The Contractor shall not award work to Subcontractor(s) in excess of the limits stated in SC 7.07A.

- Article 13.04 – Delete in its entirety and insert “Deleted”.
- Article 13.07 – Delete in its entirety and insert “Deleted”.
- Article 18.05.E – Delete in its entirety and insert “Deleted”.
- Article 18.05.F – Delete in its entirety and insert “Deleted”.
- Add the following, renumbering if Articles 21 and/or 22 are not used:

ARTICLE 23 – FEDERAL REQUIREMENTS

- 23.01 If the contract price is in excess of \$100,000, provisions of the Contract Work Hours and Safety Standards Act at 29 CFR 5.5(b) apply.
- 23.02 Federal requirements at Article 19 of the Supplementary Conditions apply to this Contract.

ENGINEER'S DEVELOPMENT OF BID FORM

Notes to User: This exhibit contains a list of changes to be made by Engineer to the Bid Form for Construction Contract (EJCDC C-410, 2018). The Engineer may either make the changes directly to the Bid Form or insert this exhibit directly behind the Bid Form.

- Article 2.01 Delete the “and” at the end of 2.01.F

Delete the existing text for 2.01.G and add the following text and the referenced attachments to the Bidding Documents:

- G. If Bid amount exceeds \$10,000, signed Compliance Statement (RD 400-6). Refer to specific equal opportunity requirements set forth in the Supplementary Conditions of the Construction Contract (EJCDC C-800);
- H. If Bid amount exceeds \$25,000, signed Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions (AD-1048);
- I. If Bid amount exceeds \$100,000, signed RD Instruction 1940-Q Exhibit A-1, Certification for Contracts, Grants, and Loans.”
- J. [List other documents and edit above as pertinent].

- Article 4 – Delete in its entirety and insert “Deleted”.
- Article 5 – Delete in its entirety and insert “Deleted”.
- Article 6.02 – Delete in its entirety and insert “Deleted”.
- Article 6.03 – Delete in its entirety and insert “Deleted”.
- Article 8.01.A.3 – Delete the period at the end of Article 8.018.A.3 and insert the following language: “, including all Domestic Preference requirements.”

ENGINEER'S DEVELOPMENT OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

Notes to User: This exhibit contains a list of changes to be made by the Engineer to the Agreement between Owner and Contractor for Construction Contract (Stipulated Price) (EJCDC C-520, 2018). The Engineer may either make the changes directly to the Agreement or insert this exhibit directly behind the Agreement.

- Article 4.05.C – Delete in its entirety and insert “Deleted”.
- Article 6.02.A.1.a – Replace “[number]” with “95”.
- Article 6.02.A.1.a(1) – Delete in its entirety and insert “Deleted”.
- Article 6.02.A.1.b – Replace “[number]” with “95”.
- Article 6.02.B – After “Substantial Completion” insert “of the entire construction to be provided under the construction Contract Documents”.

ENGINEER'S DEVELOPMENT OF SUPPLEMENTARY CONDITIONS

Notes to User: This exhibit contains a list of changes to be made by Engineer to the Supplementary Conditions of the Construction Contract (EJCDC C-800, 2018). The Engineer may also add other project-specific supplementary conditions as required for the Project.

The Supplementary Conditions (SC) document that is developed for a Project is the contractual means by which the Standard General Conditions of the Construction Contract (EJCDC C-700, 2018) are modified and supplemented for the Project. The references in the Supplementary Conditions items below (and in EJCDC C-800 as published) to adding, deleting, amending, or supplementing are referring to the paragraphs of C-700. Thus, the first item below, SC-1.01.A.8, is a contractual provision that adds the stated language ("The Change Order form to be used etc.") to Article 1.01.A.8 of C-700.

The Supplementary Conditions items that follow are mandatory for each specific Project, unless noted otherwise. In most cases they are new (supplemental) SC items; in a few cases, they replace or expand on a Supplementary Condition item that is in EJCDC C-800, as published. Guidance notes should not be included in the Bidding Documents.

The Engineer (in cooperation with the Owner) should follow the guidance of EJCDC C-800, as published, to develop Project-specific supplementary conditions; as the published guidance indicates, some of the published SC items are mandatory or require additional Project-specific input, such as insurance coverage limits. Other SC items in C-800 as published are optional but, in many cases, will be useful for the specific Project.

If the project requires compliance with American Iron and Steel instead of Build America Buy America Act, then SC-1.01.A.52 should remove the BABAA reference and define Domestic Preference as "The American Iron and Steel (AIS) requirements mandated by Section 746 of Title VII of the Consolidated Appropriations Act of 2017 of 2017 and subsequent annual appropriations for WWD programs.". Also, in such cases the BABAA specific waivers listed in SC 19.14 should be removed and replaced with applicable AIS waivers (De Minimis and Small Components). Contact the Rural Development State Office for guidance as needed.

ARTICLE 1 – Delete the sentence "No suggested Supplementary Conditions in this Article."

SC-1.01.A.8 – Add the following at the end of the Paragraph:

The Change Order form to be used on this Project is EJCDC C-941 (2018). Agency approval is required before Change Orders are effective.

SC-1.01.A.30 – Add the following at the end of the Paragraph:

For the purposes of Rural Development, this term is synonymous with the term "applicant" as defined in 7 CFR 1780.7 (a) (1), (2) and (3) and is an entity receiving financial assistance from the federal programs.

SC-1.01.A.50 – Add the following at the end of the Paragraph:

The Work Change Directive form to be used on this Project is EJCDC C-940 (2018). Agency approval is required before a Work Change Directive is issued.

- SC-1.01.A.51 – Add the following new paragraph immediately after Paragraph 1.01.A.50:

51. Agency - The Project is financed in whole or in part by USDA Rural Utilities Service pursuant to the Consolidated Farm and Rural Development Act (7 USC Section 1921 et seq.). The Rural Utilities Service programs are administered through the USDA Rural Development offices; therefore, the Agency for these documents is USDA Rural Development.

- SC-1.01.A.52 – Add the following new paragraph with the title “Domestic Preference Definitions” immediately after Paragraph 1.01.A.51:

52.a *Build America, Buy America Act (BABAA)* - Requirements mandated by Title IX of the Infrastructure Investment and Jobs Act (IIJA), Pub. L. 117-58, §§ 70901-70953-58 mandating domestic preference that all iron and steel, manufactured products, and construction materials are produced in the United States.

52.b *Construction Materials* - Those articles, materials, or supplies — other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives— that are or consist primarily of: non-ferrous metals, plastic and polymer- based products, glass, lumber or drywall.

52.c *Contractor's Certification* - Documentation submitted by the Contractor upon Substantial Completion of the Contract that all iron and steel, manufactured products, and construction materials are produced in the United States.

52.d *De Minimis* - Materials and products that represent a small portion of an infrastructure project, specifically no more than 5% of the project costs up to a maximum of \$1,000,000,

52.e *Domestic Preference* - The Build America, Buy America Act (BABAA) requirements under Title IX of the Infrastructure Investment and Jobs Act (IIJA), Pub. L. 117-58, §§ 70901-70953.

52.f *Engineer's Certification* - Documentation submitted by the Engineer that Drawings, Specifications, and Bidding Documents comply with Domestic Preference requirements.

52.g *Manufactured Product* – Items assembled out of components, or otherwise made or processed from raw materials into finished products. Manufactured products must be manufactured (assembled) in the United States, and the cost of components that were mined, produced, or manufactured in the United States must be greater than 55 percent of the total cost of all components of the product.

52.h *Manufacturer's Certification* - Documentation provided by the Manufacturer stating that Domestic Preference requirements have been satisfied for all provided items. If items are purchased via a Supplier, distributor, vendor, etc. from the Manufacturer directly, then the Supplier, distributor, vendor, etc. will be responsible for obtaining and providing these certifications to the parties purchasing the products.

52.i *Minor Components* - Components *within* an iron and/or steel product otherwise compliant with the Domestic Preference requirements. This waiver, typically used by Manufacturers, allows use of non-domestically produced miscellaneous Minor Components comprising up to five percent of the total material cost of an otherwise domestically produced iron and steel product. However, unless a separate waiver for a product has been approved, all other iron and steel components in said product must still meet the Domestic Preference requirements. This waiver does not exempt the whole product from the Domestic Preference requirements only Minor Components within said product and the iron or steel components of the product must be produced domestically.

52.j *Primarily Iron or Steel* - A product is made of greater than 50 percent iron or Steel on a materials cost basis.

- SC-2.02.A – Delete [number] and insert in its place “five.”
- SC-4.01.A – Delete the last sentence of paragraph.
- SC-4.05.C.5 – Paragraph is mandatory for WWD projects.
- SC-4.05.C.5.a – Add the following at the end of this paragraph:

Extreme or unusual weather that is typical for a given region, elevation, or season should not be considered abnormal weather conditions. Requests for time extensions due to abnormal weather conditions will be submitted to the Engineer within five days of the end of the abnormal weather condition event. It is the responsibility of the Contractor to provide the information listed in SC 4.05.C.5.b.

- SC-6.01 – Disregard EJCDC Guidance Notes – Performance and Payment Bonds, Note 1. Performance and Payment Bonds are required for WWD projects.
- SC-6.01 – EJCDC Guidance Notes – “Other Bonds,” Warranty Bond, Note 1. RD does not require a Warranty Bond, and RD will not accept a Warranty Bond in place of a Performance and Payment Bond. The decision to include a Warranty Bond is made by the Owner and their counsel. Please refer to EJCDC for guidance.
- SC-7.04.D – Add the following new paragraph immediately after Paragraph 7.04.C:

D. All products must meet Domestic Preference requirements.
- SC-7.04.E – Add the following new paragraph immediately after Paragraph 7.04.D:

E. For projects utilizing a *De Minimis* waiver, Contractor shall maintain an itemized list of non-domestically produced components and ensure that the cost is less than 5% of total project cost for project up to a maximum of \$1,000,000.
- SC-7.05.A – Amend the third sentence of paragraph by striking out the following words:

Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or-equal" item is permitted,

- SC-7.05.A.1.a.3 – Amend the last sentence of Paragraph a.3 by striking out "and;" and adding a period at the end of Paragraph a.3.
- SC-7.05.A.1.a.4 – Delete paragraph in its entirety and insert "Deleted."
- SC-7.05.B – Add the following at the end of paragraph:

Contractor shall include a Manufacturer's Certification or waiver for compliance with Domestic Preference requirements and supporting data, as applicable. Refer to Sample Language for Manufacturer's Certification provided in these Contract Documents.

- SC-7.06.A.3.a.2 – Remove "and" from the end of paragraph.
- SC-7.06.A.3.a.3 – Add "; and" to the end of paragraph.
- SC-7.06.A.3.a.4 – Add the following new paragraph immediately after Paragraph 7.06.A.3.a.3:

4. Comply with Domestic Preference requirements by providing Manufacturer's Certification or waiver , as applicable. Refer to Sample Language for Manufacturers' Certification provided in these Contract Documents.

- SC-7.07.A – Amend by adding the following to the end of the paragraph:

The total amount of work subcontracted by the Contractor shall not exceed fifty percent of the Contract price without prior approval from the Owner, Engineer and Agency.

- SC-7.07.B – Delete paragraph in its entirety and insert "Deleted".
- SC-7.07.E – Delete the second sentence of paragraph and insert the following in its place:

Owner may not require that Contractor use a specific replacement.

- SC-7.12.A – Amend paragraph by adding the following after "written interpretations and clarifications,":

Manufacturers' Certifications,

- SC-7.16.A.1.c – Amend paragraph by deleting the last period and adding:

, including Manufacturer's Certification, or waiver for any item in the submittal subject to Domestic Preference requirements. Refer to the Sample Language for Manufacturers' Certification provided in these Contract Documents.

- SC-7.16.C.9 – Add new paragraph immediately after Paragraph 7.16.C.8:

9. Engineer's review and approval of a Shop Drawing or Sample shall include review of Manufacturers' Certifications and any waivers in order to document compliance with Domestic Preference requirements, as applicable.

- SC-7.17.F – Add new paragraph immediately after Paragraph 7.17.E:

F. Contractor shall certify upon Substantial Completion that all Work and Materials have complied with Domestic Preference requirements. Contractor shall provide Certification to Owner and Engineer. Refer to the Sample Language for Contractor's Certification provided in these Contract Documents.

- ARTICLE 11 – Delete the sentence “No suggested Supplementary Conditions in this Article.”

- SC-11.02.C – Add new paragraph immediately after Paragraph 11.02.B:

C. The Engineer or Owner shall contact the Agency for concurrence on each Change Order prior to issuance. All Contract Change Orders must be concurred on (signed) by Agency before they are effective.

- SC-11.03.A.2 - Add new Paragraph 11.03.A.2 immediately after Paragraph 11.03.A, which shall be renamed Paragraph 11.03.A.1:

2. The Engineer or Owner shall contact the Agency for concurrence on each Work Change Directive prior to issuance. Once authorized by Owner, a copy of each Work Change Directive shall be provided by Engineer to the Agency.

- SC-11.05.B – Add the following at the end of this paragraph:

For Owner-authorized changes in the Work, the Contractor will provide the Manufacturer's Certification, or waiver, for materials subject to Domestic Preference requirements except when sole-source is specified, in which case the Engineer will provide the Manufacturer's Certification, or waiver.

- SC-11.09.B.2.c – Add new paragraph immediately after Paragraph 11.09.B.2.b:

c. For change orders involving materials subject to Domestic Preference requirements, Contractor shall include a Manufacturer's Certification or waiver, as applicable. Refer to the Sample Language for Manufacturer's Certification provided in these Contract Documents.

- SC-13.02.C – Delete paragraph in its entirety and insert “Deleted”.

- SC 13.03.E – Delete paragraph in its entirety and replace with SC 13.03.E as shown in the EJCDC C-800 Supplementary Conditions.

- ARTICLE 14 – Delete the sentence “No suggested Supplementary Conditions in this Article.”

- SC-14.03.G – Add new paragraph immediately after Paragraph 14.03.F:

G. Installation of materials that are non-compliant with Domestic Preference requirements shall be considered defective work. Contractor should ensure that Engineer has an approved Manufacturer's Certification, or waiver, prior to any domestic preference compliant item being delivered to the project site.

- SC-15.01.B.4 – Add the following language at the end of paragraph:

No payments will be made that would deplete the retainage, place in escrow any funds that are required for retainage or invest the retainage for the benefit of the Contractor.

- SC-15.01.B.5 – Add new paragraph immediately after Paragraph 15.01.B.4:

5. The Application for Payment form to be used on this Project is EJCDC® C-620. The Agency must approve all Applications for Payment before payment is made.

- SC-15.01.B.6 – Add new paragraph immediately after Paragraph 15.01.B.5:

6. By submitting an Application for Payment, based in whole or in part on furnishing equipment or materials, Contractor certifies that such equipment and materials are compliant with Domestic Preference requirements. Manufacturer's Certification for material(s) satisfy these requirements. Refer to the Sample Language for Manufacturer's Certification provided in these Contract Documents.

- SC-15.01.C.2.d – Add the following new paragraph immediately after Paragraph 15.01.C.2.c:

d. The materials presented for payment in an Application for Payment comply with Domestic Preference requirements.

- SC-15.01.D.1 – Delete paragraph in its entirety and insert the following in its place:

The Application for Payment with Engineer's recommendations will be presented to the Owner and Agency for consideration. If both the Owner and Agency find the Application for Payment acceptable, the recommended amount less any reduction under the provisions of Paragraph 15.01.E will become due twenty (20) days after the Application for Payment is presented to the Owner, and the Owner will make payment to the Contractor.

- SC-15.02.A – Amend paragraph by striking out the following text: "7 days after".

- SC-15.03.A – Modify by adding the following after the last sentence:

Contractor shall also submit the Contractor's Certification of Compliance certifying that to the best of the Contractor's knowledge and belief all Iron and Steel products, Manufactured Products, and Construction Materials proposed in the Shop Drawings, Change Orders, and Partial Payment Estimates, and those installed for the Project, comply with Domestic Preference requirements.

- SC-18.11 – Add new paragraph immediately after Paragraph 18.10:

18.11 *Tribal Sovereignty*

- A. No provision of this Agreement will be construed by any of the signatories as abridging or debilitating any sovereign powers of the *[insert name of Tribe]* Tribe; affecting the trust-beneficiary relationship between the Secretary of the Interior, Tribe, and Indian landowner(s); or interfering with the government-to-government relationship between the United States and the Tribe.

- SC-19 – Add the following new Article 19 immediately after Article 18:

Article 19 - FEDERAL REQUIREMENTS

19.01 *Agency Not a Party*

- A. This Contract is expected to be funded in part with funds provided by Agency. Neither Agency, nor any of its departments, entities, or employees, is a party to this Contract.

19.02 *Contract Approval*

- A. Owner and Contractor will furnish Owner's attorney such evidence as required so that Owner's attorney can complete and execute the "Certificate of Owner's Attorney" before Owner submits the executed Contract Documents to Agency for approval. Refer to Certificate of Owner's Attorney and Agency Concurrence provided in these Contract Documents.
- B. Agency concurrence is required on both the Bid and the Contract before the Contract is effective.

19.03 *Conflict of Interest*

- A. Contractor may not knowingly contract with a Supplier or Manufacturer if the individual or entity who prepared the Drawings and Specifications has a corporate or financial affiliation with the Supplier or Manufacturer. Owner's officers, employees, or agents shall not engage in the award or administration of this Contract if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when: (i) the employee, officer or agent; (ii) any member of their immediate family; (iii) their partner or (iv) an organization that employs, or is about to employ, any of the above, has a financial interest or other interest in or a tangible personal benefit from the Contractor. Owner's officers, employees, or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from Contractor or subcontractors.

19.04 *Gratuities*

- A. If Owner finds after a notice and hearing that Contractor, or any of Contractor's agents or representatives, offered or gave gratuities (in the form of entertainment, gifts, or otherwise) to any official, employee, or agent of Owner or Agency in an attempt to secure this Contract or favorable treatment in awarding, amending, or making any determinations related to the performance of this Contract, Owner may, by written notice to Contractor, terminate this Contract. Owner may also pursue other rights and remedies that the law or this Contract provides. However, the existence of the facts on which Owner bases such findings shall be an issue and may be reviewed in proceedings under the dispute resolution provisions of this Contract.
- B. In the event this Contract is terminated as provided in paragraph 19.04.A, Owner may pursue the same remedies against Contractor as it could pursue in the event of a breach of this Contract by Contractor. As a penalty, in addition to any other damages to which it may be entitled by law, Owner may pursue exemplary damages in an amount (as

determined by Owner) which shall not be less than three nor more than ten times the costs Contractor incurs in providing any such gratuities to any such officer or employee.

19.05 *Small, Minority and Women's Businesses*

- A. If Contractor intends to let any subcontracts for a portion of the work, Contractor will take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps will include:
1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
 4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
 5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

19.06 *Anti-Kickback*

- A. Contractor shall comply with the Copeland Anti-Kickback Act (40 USC 3145) as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Buildings or Public Works Financed in Whole or in Part by Loans or Grants of the United States"). The Act provides that Contractor or subcontractor shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public facilities, to give up any part of the compensation to which they are otherwise entitled. Owner shall report all suspected or reported violations to Agency.

19.07 *Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended*

- A. Contractor to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

19.08 *Equal Employment Opportunity*

- A. The Contract is considered a federally assisted construction contract. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339),

as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

19.09 *Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)*

- A. Contractors that apply or bid for an award exceeding \$100,000 must file the required certification (RD Instruction 1940-Q Exhibit A-1). The Contractor certifies to the Owner and every subcontractor certifies to the Contractor that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining the Contract if it is covered by 31 U.S.C. 1352. The Contractor and every subcontractor must also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the Owner. Necessary certification and disclosure forms shall be provided by Owner.

19.10 Environmental Requirements

- A. When constructing a Project involving trenching and/or other related earth excavations, Contractor shall comply with the following environmental conditions:
 1. Wetlands – When disposing of excess, spoil, or other Construction Materials on public or private property, Contractor shall not fill in or otherwise convert wetlands.
 2. Floodplains – When disposing of excess, spoil, or other Construction Materials on public or private property, Contractor shall not fill in or otherwise convert 100-year floodplain areas (Standard Flood Hazard Area) delineated on the latest Federal Emergency Management Agency Floodplain Maps, or other appropriate maps, e.g., alluvial soils on NRCS Soil Survey Maps.
 3. Historic Preservation - Applicants shall ensure that Contractors maintain a copy of the following inadvertent discovery plan onsite for review:
 - a. If during the course of any ground disturbance related to any Project, any post review discovery, including but not limited to, any artifacts, foundations, or other indications of past human occupation of the area are uncovered, shall be protected by complying with 36 CFR § 800.13(b)(3) and (c) and shall include the following:
 - i. All Work, including vehicular traffic, shall immediately stop within a 50 ft. radius around the area of discovery. The Contractor shall ensure barriers are established to protect the area of discovery and notify the Engineer to contact the appropriate RD personnel. The Engineer shall engage a Secretary of the Interior (SOI) qualified professional archeologist to quickly assess the nature and scope of the discovery; implement interim measures to protect the discovery from looting and vandalism; and establish broader barriers if further historic and/or precontact properties, can reasonably be expected to occur.
 - ii. The RD personnel shall notify the appropriate RD environmental staff member,

the Federal Preservation Officer (FPO), and State Historic Preservation Office (SHPO) immediately. Indian tribe(s) or Native Hawaiian Organization (NHOs) that have an interest in the area of discovery shall be contacted immediately. The SHPO may require additional tribes or NHOs who may have an interest in the area of discovery also be contacted. The notification shall include an assessment of the discovery provided by the SOI qualified professional archeologist.

- iii. When the discovery contains burial sites or human remains, the Contractor shall immediately notify the appropriate RD personnel who will contact the RD environmental staff member, FPO, and the SHPO. The relevant law enforcement authorities shall be immediately contacted by onsite personnel to reduce delay times, in accordance with tribal, state, or local laws including 36 CFR Part 800.13; 43 CFR Part 10, Subpart B; and the Advisory Council on Historic Preservation's Policy Statement Regarding treatment of Burial Sites, Human Remains, or Funerary Objects (February 23, 2007).
 - iv. When the discovery contains burial sites or human remains, all construction activities, including vehicular traffic shall stop within a 100 ft. radius of the discovery and barriers shall be established. The evaluation of human remains shall be conducted at the site of discovery by a SOI qualified professional. Remains that have been removed from their primary context and where that context may be in question may be retained in a secure location, pending further decisions on treatment and disposition. RD may expand this radius based on the SOI professional's assessment of the discovery and establish broader barriers if further subsurface burial sites, or human remains can reasonably be expected to occur. RD, in consultation with the SHPO and interested tribes or NHOs, shall develop a plan for the treatment of native human remains.
 - v. Work may continue in other areas of the undertaking where no historic properties, burial sites, or human remains are present. If the inadvertent discovery appears to be a consequence of illegal activity such as looting, the onsite personnel shall contact the appropriate legal authorities immediately if the landowner has not already done so.
 - vi. Work may not resume in the area of the discovery until a notice to proceed has been issued by RD. RD shall not issue the notice to proceed until it has determined that the appropriate local protocols and consulting parties have been consulted.
 - vii. Inadvertent discoveries on federal and tribal land shall follow the processes required by the federal or tribal entity.
4. Endangered Species – Contractor shall comply with the Endangered Species Act, which provides for the protection of endangered and/or threatened species and critical habitat. Should any evidence of the presence of endangered and/or threatened species or their critical habitat be brought to the attention of Contractor, Contractor will immediately report this evidence to Owner and a representative of Agency. Construction shall be temporarily halted pending the notification process and further directions issued by Agency after consultation with the U.S. Fish and Wildlife Service.

5. Mitigation Measures – The following environmental mitigation measures are required on this Project: *[Insert mitigation measures from the Letter of Conditions here]*.

19.11 *Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)*

- A. Where applicable, for contracts awarded by the Owner in excess of \$100,000 that involve the employment of mechanics or laborers, the Contractor will comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, the Contractor will compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic will be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

19.12 *Debarment and Suspension (Executive Orders 12549 and 12689)*

- A. A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

19.13 *Procurement of recovered materials*

- A. The Contractor will comply with 2 CFR Part 200.322, “Procurement of recovered materials.”

19.14 *Domestic Preference*

- A. Build America, Buy America Act (BABAA). All Iron and Steel Products, Manufactured Products, and Construction Materials used in this project must comply with the Build America, Buy America Act (BABAA) requirements mandated by Title IX of the Infrastructure Investment and Jobs Act (IIJA), Pub. L. 117-58, §§ 70901-70953. Aggregates such as stone, sand, or gravel do not apply to BABAA
- B. The following waivers apply to this Contract:
1. BABAA *De Minimis, Small Grants and Minor Components*
 2. *[add project specific waivers as applicable]*.

Exhibit C – ENGINEERING CONTRACT DOCUMENTS (EJCDC E-SERIES)

Note to User: This Attachment contains exhibits applicable to most WWD projects. If the project requires compliance with American Iron and Steel instead of Build America Buy America Act, the Domestic Preference definition in Article 7.01.A should be adjusted by replacing the BABAA reference with "The American Iron and Steel (AIS) requirements mandated by Section 746 of Title VII of the Consolidated Appropriations Act of 2017 of 2017 and subsequent annual appropriations for WWD program."

REVISIONS TO EJCDC E-500 (2014)

Modifications to the Main Body of the Agreement

- Article 4.01.A – Insert the following text after the first sentence:

Invoices will include a breakdown of services provided.

- Article 5.01.A – Add the following:

Opinions of Probable Cost and any revisions thereof should reflect compliance with Domestic Preference requirements.

- Article 5.03.A – Add the following:

Opinions of Total Project Costs and any revisions thereof should reflect compliance with Domestic Preference requirements.

- Article 6.04.B – Delete “shall” and insert in its place “may”.

- Article 7.01.A.25 – Delete “, as an Additional Service”.

- Article 7.01.A – Add the following:

38. Agency – The Rural Utilities Service or any designated representative of Rural Utilities Service, including USDA, Rural Development.

39. Build America, Buy America Act (BABAA) – Requirements mandated by Title IX of the Infrastructure Investment and Jobs Act (IIJA), Pub. L. 117-58, §§ 70901-70953 mandating domestic preference that all iron and steel, manufactured products, and construction materials are produced in the United States.

40. Contractor’s Certification - Documentation submitted by the Contractor upon Substantial Completion of the Contract that all iron and steel, manufactured products, and construction materials are installed were produced in the United States.

41. Construction Materials - Those articles, materials, or supplies — other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives— that are or consists primarily of: non-ferrous metals, plastic and polymer- based products, glass, lumber or drywall.

42. Domestic Preference – The Build America, Buy America Act (BABAA) requirements under Title IX of the Infrastructure Investment and Jobs Act (IIJA), Pub. L. 117-58, §§ 70901-70953.

43. Manufactured Product – Items assembled out of components, or otherwise made or processed from raw materials into finished products. Manufactured products must be manufactured (assembled) in the United States, and the cost of components that were mined, produced, or manufactured in the United States must be greater than 55 percent of the total cost of all components of the product.

44. Manufacturer's Certification - Documentation provided by the Manufacturer stating that Domestic Preference requirements have been satisfied for all provided items.

- Article 8.05 – Add the following:

8.05 Federal Requirements

A. Agency Concurrence. Signature of a duly authorized representative of the Agency in the space provided on the signature page of EJCDC form E-500 hereof does not constitute a commitment to provide financial assistance or payments hereunder but does signify that this Agreement conforms to Agency's applicable requirements. This Agreement shall not be effective unless the Funding Agency's designated representative concurs. No amendment to this Agreement shall be effective unless the Funding Agency's designated representative concurs.

B. Audit and Access to Records. Owner, Agency, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Engineer which are pertinent to the Agreement, for the purpose of making audits, examinations, excerpts, and transcriptions. Engineer shall maintain all required records for three years after final payment is made and all other pending matters are closed.

C. Restrictions on Lobbying. Engineer and each Consultant shall comply with "Restrictions on Lobbying" if they are recipients of engineering services contracts and subcontracts that exceed \$100,000 at any tier. If applicable, Engineer must complete a certification form on lobbying activities related to a specific Federal loan or grant that is a funding source for this Agreement. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other applicable award. Each tier shall disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Certifications and disclosures are forwarded from tier to tier up to the Owner. Necessary certification and disclosure forms shall be provided by Owner.

D. Suspension and Debarment. Engineer certifies, by signing this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency. Engineer will not contract with any Consultant for this project if it or its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. Necessary certification forms shall be provided by the Owner. The Engineer will complete and submit a form AD-1048, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – lower tier transactions," to the Owner who will forward it the USDA, Rural Development processing office.

Modifications to Exhibit A of the Agreement

- Article A1.01.A.1.b - Replace with:

In addition, Engineer must identify, study, and evaluate multiple potential alternative solutions potentially available to Owner, unless Owner and Engineer mutually agree with Agency concurrence that only one feasible solution exists. The number of alternative solutions should be appropriate to the specific project as concurred in by the Agency.

- Article A1.01.A.1.c. – Delete.

- Article A1.01.A.8 – Insert the following at the end of the paragraph:

The Report mentioned in paragraph 1.01.A.8 of Exhibit A to the Agreement is the Preliminary Engineering Report as defined in RUS Bulletin 1780-2. This document must meet customary professional standards as required by 7 CFR 1780.55. The Report must be concurred in by the Agency.

- Article A1.01.A.10 – Modify by inserting “and approved by the Agency” after “When mutually agreed”.

- Article A1.01.A.14 – Add the following immediately after paragraph:

Provide an Environmental Report as defined in 7 CFR 1970. The Environmental Report must be concurred in by the Agency.

- Article A1.01.A.16 – Delete the entire paragraph and insert the following:

Revise the Report and any other Study and Report Phase deliverables in response to Owner’s and Agency’s comments, as appropriate, and furnish three (3) written copies and one (1) electronic copy of the revised Report and any other Study and Report Phase deliverables to the Owner within [*fill in with # of days*] days of receipt of Owner’s and Agency’s comments.

- Article A1.02.A – Modify by inserting “and concurrence by Agency” after the words “acceptance by Owner”.

- Article A1.02.A.2 – Modify by inserting “and Agency” after “authorized by Owner”.

- Article A1.02.A.8 – Add the following to the end of paragraph:

Engineer must also incorporate all Agency regulations, forms, and design and construction standards applicable to the project in development of the documents indicated in this Article.

- Article A1.03.A.9 – Add the following immediately after paragraph:

The Engineer shall identify the building codes and accessibility standards used in the design and indicate them on the drawings and specifications and certify that the final drawings and specifications comply with those standards.

- Article A1.03.A.10 – Modify by adding the “and Agency” after the word “counsel”.

- Article A1.03.A.12 – Insert the following:

Provide the Owner and Agency with a written certification that the final Drawings and Specifications, other assembled construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables comply with all requirements of Agency. ”

- Article A.1.03.A.13 – Add paragraph:

Services required to determine and certify that to the best of the Engineer’s knowledge and belief all Iron and Steel Products, Manufactured Products, and Construction Material referenced in engineering analysis, the Plans, Specifications, and Bidding Documents requiring design revisions comply with all federal requirements including Domestic Preference requirements.

- Article A1.03.B – Modify by deleting the period at the end of the paragraph and adding: “and all final design phase deliverables have been accepted by Owner”.

- Article A1.04.A.2 – Add the following to the end of paragraph:

Obtain Agency concurrence on any Addenda that modify the Bidding Documents. Obtain prior concurrence where possible.

- Article A1.04.A.6.a – Replace with the following:

a. The Engineer shall evaluate and determine the acceptability of “or equals” and substitute materials and equipment proposed by prospective contractors prior to award of contracts for the Work. Engineer shall issue a bid addendum for any and all approved “or equals” and substitutes. Review of substitutes and “or equals” shall be in accordance with the General Conditions of the Construction Contract and applicable Agency regulations. Services under this paragraph are subject to the provisions of Paragraph A2.02.A.2 of this Exhibit A.

- Article A1.04.A.6.b – Insert the following:

b. Services required to determine and certify that to the best of the Engineer’s knowledge and belief all iron and steel products, Manufactured Products, and Construction Materials referenced in Bid Addenda requiring design revisions are compliant with Domestic Preference requirements or are the subject of an approved waiver.

- Article A1.04.A.9 – Add the following sentence immediately after paragraph:

Upon award of the Construction Contract, the Engineer shall furnish to Owner five executed copies of the Contract Documents and one electronic copy of the signed documents, including Drawings and Specifications.

- Article A.1.04.A.10 – Add the following:

Provide copies of Manufacturers’ Certifications or copies of waivers, if applicable, to the Bidders on any products specified as sole-source in the Plans, Specifications and Bidding Documents. Manufacturers’ Certifications and waivers are to be included in the Bidding Documents and must be kept in the Engineer’s project file and on-site during construction.

- Article A.1.04.A.11 – Add the following:

Provide copies of Manufacturers' Certifications, and any waivers, to the Contractor on any products specified as sole-source in the Plans, Specifications, Bidding Documents including any Bid Addenda and Change Orders. Manufacturers' Certifications and waivers are to be included in the Bidding Documents and must be kept in the Engineer's project file and on-site during construction."

- Article A1.05.A.4 - Insert "and chair" after "Participate in" regarding the preconstruction conference.
- Article A1.05.A.6 – Delete "If requested by Owner to do so" and capitalize "maintain".

- Article A1.05.A.9.c – Insert the following:

The visits described in Article A1.05.A.9.a shall be at least monthly and the Engineer shall document all visits to the project with copies furnished to the Owner and Agency.

- Article A.1.05.A.17 – Add the following prior to the first sentence:

Review and approve or take other appropriate action with respect to Shop Drawings, Samples, and other required Contractor submittals, including Applications for Payment, to ensure compliance with Domestic Preference requirements. Any iron and steel products, Manufactured Products, and Construction Materials included in any submittal by the General Contractor, must include a Manufacturers' Certification letter, or waiver, to verify Domestic Preference requirements . Copies of said documentation must be kept in the Engineer's project file and on-site during construction. In the event the Engineer requires an item to be sole-source, the Engineer must furnish the Manufacturer's Certification, or waiver, to the Contractor for said item.

- Article A1.05.A.18 – Add the following at the end of paragraph:

Review of substitutes and "or equals" shall be in accordance with the General Conditions of the Contract and applicable Agency regulations. Prior to approval of any substitute "or equal" review Manufacturers' Certifications, or waiver, provided by the Contractor to verify the product(s) meet Domestic Preference requirements. Manufacturers' Certifications and waivers must be kept in the Engineer's project file and on-site during construction.

- Article A.1.05.A.19.d – Add the following:

As part of the approval process for payment applications, Engineer confirms that Manufacturers' Certifications, or waivers, meeting Domestic Preference requirements have been received for all items requested for payment. By recommending for payment, Engineer certifies that they have reviewed the documentation for items included in the payment application and determined it is adequate for compliance with domestic preference requirements. Engineer must keep Manufacturers' Certifications and waivers in the project file and on-site during construction.

- Article A.1.05.A.20 – Add the following to the end of the paragraph: Review Change Proposals to ensure compliance with Domestic Preference requirements.

- Article A1.05.A.22 – Modify by deleting the following:

Receive from Contractor, review, and transmit to Owner the annotated record documents which are to be assembled by Contractor in accordance with the construction Contract Documents to obtain final payment. The extent of Engineer's review of record documents shall be to check that Contractor has submitted all pages.

And insert in its place:

Receive from Contractor and review the annotated record documents which are to be assembled by Contractor in accordance with the construction Contract Documents to obtain final payment. The Engineer shall prepare Record Drawings and furnish such Record Drawings to Owner.

- Article A1.05.A.24.a – Insert the following:
 - a. Upon Substantial Completion, the Engineer shall provide a copy of the Certificate of Substantial Completion to the Agency.
- Article A.1.05.A.25.a – Insert the following:
 - a. Obtain the Contractors' Certification letter and copies of Manufacturers' Certifications and waivers from the Contractor for all products used in the project. Upon Substantial Completion, provide copies of Contractors' and Manufacturers' Certifications to the Owner and Agency.
- Article A2.01.A.1 – Insert "not including preparation of the Environmental Report defined under Basic Services." after "preparation or review of environmental assessments and impact statements".
- Article A2.01.A.4 – Delete the period at the end of the paragraph, and insert ", but only if the Owner's request is made after completion of the Study and Report Phase."
- Article A2.01.A.17 – Delete paragraph and insert "Deleted".
- Article A2.02.A.2 – Delete paragraph and insert with the following:

Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or equal" items; evaluation and determination of an excessive number of proposed "or equals" or substitutions, whether proposed before or after award of the construction Contract.

Modifications to Exhibit B of the Agreement

- Article B.2.02 – Add the following:

B.2.02 Owners are ultimately responsible for compliance with Domestic Preference requirements and will be responsible for the following:

 - A. Sign loan resolutions, grant agreements and letters of intent to meet conditions which include Domestic Preference language, accepting Domestic Preference requirements in those documents and in the letter of conditions.
 - B. Sign agreements for engineering services, construction contracts, and all other appropriate and necessary documents which include domestic preference language.

- C. Acknowledge responsibility for compliance with Domestic Preference requirements by signing change orders (EJCDC C-941), work change directives (EJCDC C-940), field orders (C-942) and partial payment applications (EJCDC C-620).
- D. Obtain the certification letters and waivers from the Contractor and Engineer upon Substantial Completion of the project and maintain this documentation for the life of the loan.
- E. If the project is seeking a waiver of Domestic Preference requirements, provide any requested information to assist the Agency in processing the waiver request.
- F. Where the Owner directly procures products,
 - 1. Include Domestic Preference clauses in the procurement contracts;
 - 2. Obtain Manufacturers' Certifications and any waivers; and
 - 3. Provide copies to Engineer, Contractor.

Modifications to Exhibit C of the Agreement

- Compensation Packet BC-1 – Modify paragraph C2.01.A.2 by adding “and Agency” after “approved in writing by the Owner”.
- Compensation Packet BC-1 – Modify paragraph C2.01.B.8 by inserting “, with concurrence of the Owner and Agency” after “the compensation amount for Engineer’s services shall be appropriately adjusted”.
- Compensation Packet BC-2 – Modify paragraph C2.01.A.5 by inserting “and Agency” after “approved in writing by Owner”.
- Compensation Packet BC-2 – Modify paragraph C2.01.A.8 by inserting the following text at the end of the paragraph, “Changes will not be effective unless and until concurred in by the Owner and Agency.”
- Compensation Packet BC-2 – Modify paragraph C2.03.C.2 by inserting “and Agency” after Owner in “Engineer shall give Owner written notice thereof.”
- Compensation Packet RPR-1 – Modify C2.04.A.3 by adding the following at the end of the paragraph “Changes will not be effective unless and until concurred in by the Owner and Agency.”
- Compensation Packet RPR-2 – Modify C2.04.A.2 by adding the following text to the end of the paragraph.

If rate(s) for RPR services is not indicated in Appendix Two to Exhibit C, “Standard Hourly Rates Schedule”, the Standard Hourly Rate for RPR services is \$_____ per hour.

- Compensation Packet RPR-2 – Modify 2.04.B.4 by inserting the following at the end of the paragraph: “Changes will not be effective unless and until concurred in by the Owner and Agency.”
- Compensation Guide RPR-2 – Modify 2.04.C.3.B by inserting “and Agency” after Owner in “Engineer shall give Owner written notice thereof.”

- Compensation Packet RPR-2 – Modify C2.04.C.4 by deleting “at cost” and inserting “at no cost” at the end of the paragraph.
- Compensation Packet AS-1 – Modify C2.05.B.4 by inserting the following text at the end of the paragraph: “Changes will not be effective unless and until concurred in by the Owner and Agency.”
- Compensation Packet AS-1 - Modify C2.05.C.3 by deleting “at cost” and inserting “at no cost” at the end of the paragraph.

Modifications to Exhibit D of the Agreement

- Article D1.01.A – Add the following to the end of the paragraph: “Full time Resident Project Representation is required unless requested in writing by the Owner and waived in writing by the Agency.”
- Article D.1.01.C.11.g – Add the following after D.1.01.C.11.f:

g. Maintain all Manufacturers’ Certifications and waivers in the project file and on-site during construction to ensure compliance with Domestic Preference requirements, as applicable.
- Article D1.01.C.12.b – Delete paragraph and insert “Deleted”.

Modifications to Exhibit F of the Agreement

- Article F5.02.D – Add the following to the end of the paragraph:

Engineer’s determinations on types and quality of materials, equipment, and component systems to be included in the Drawings and Specifications are subject to approval by Agency in accordance with requirements of 7 CFR 1780, including open and free competition, and Domestic Preference requirements.

ENGINEER AGREEMENT CERTIFICATION

PROJECT NAME: _____

The Engineer and Owner hereby concur in the Funding Agency acceptable revisions to E-500 identified in RUS Bulletin 1780-26. In addition, Engineer certifies to the following:

All modifications to E-500 have been made in accordance the terms of the license agreement, which states in part that the Engineer "must plainly show all changes to the Standard EJCDC Text, using 'Track Changes' (redline/strikeout), highlighting, or other means of clearly indicating additions and deletions." Such other means may include attachments indicating changes (e.g. Supplementary Conditions modifying the General Conditions).

SUMMARY OF ENGINEERING FEES

Note that the fees indicated on this table are only a summary and if there is a conflict with any provision of Exhibit C, the provisions there overrule the values on this table. Fees shown in will not be exceeded without the concurrence of the Agency.

Basic Services	\$ _____
Resident Project Observation	\$ _____
Additional Services	\$ _____
TOTAL:	\$ _____

Any adjustments to engineering fees or changes to maximum estimated values must be approved by the Agency and must include a table of what specific category or categories of fees are being changed, what fees were before and after the change, and the resulting total fee.

Engineer _____ Date _____

Name and Title _____

Owner _____ Date _____

Name and Title _____

Agency Concurrence:

As lender or insurer of funds to defray the costs of this Contract, and without liability for any payments thereunder, the Agency hereby concurs in the form, content, and execution of this Agreement.

Agency Representative _____ Date _____

Name and Title _____

UNITED STATES DEPARTMENT OF AGRICULTURE
Rural Utilities Service

RUS BULLETIN 1780-34

SUBJECT: Guidance for Using the Competitive Sealed Bids Process for the Water and Waste Disposal Program

TO: Rural Development State Directors, RUS Program Directors, and State Engineers

EFFECTIVE DATE: Date of approval.

OFFICE OF PRIMARY INTEREST: Engineering and Environmental Staff, Water and Environmental Programs

INSTRUCTIONS: This is a new bulletin and does not replace any existing RUS Bulletin. The document does supersede guidance attached to a July 13, 2003, memo titled "Bid Opening Guidance for RUS Water and Waste projects", to the extent the guidance addresses the topic of using the competitive sealed bid process for RUS water and waste disposal projects.

AVAILABILITY: This bulletin, as well as any Rural Development instruction or Rural Utilities Service instructions, regulations, or forms referenced in this bulletin are available at any Rural Development State Office. The State Office staff is familiar with the use of the documents in their States and can answer specific questions on Rural Development requirements.

This bulletin is available on the Rural Utilities Service website at http://www.rurdev.usda.gov/RDU_Bulletins_Water_and_Environmental.html

PURPOSE: This bulletin assists Rural Development staff in providing information and guidance to applicants and professional consultants in appropriate procedures for using the Competitive Sealed Bids process described at 7 CFR 1780.72(b).

MODIFICATIONS: Rural Development State Offices may modify this guidance when appropriate to comply with State statutes and regulations in accordance with the procedures outlined at Rural Development Instruction 2006-B (2006.55).


JACKI PONTI-LAZARUK
Assistant Administrator

Water and Environmental Programs

9/5/13

Date

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Water and Waste Disposal Facilities

ABBREVIATIONS

CFR – Code of Federal Regulations
OGC – Office of General Counsel
RD – Rural Development
RUS – Rural Utilities Service
USDA – United States Department of Agriculture
WWD – Water and Waste Disposal

1 GENERAL

The competitive sealed bids process is one of four procurement methods described at 7 CFR 1780.72, which states that it is the preferred method for procurement of construction services in the Water and Waste Disposal Program. The process of competitive sealed bids includes solicitation of bids, evaluation of submittals, and award of a contract. The intent of this process is to ensure sufficient competition and generally offer lower costs on projects that can be established at a firm fixed price (lump sum or unit price).

- a Description. This process begins with a public advertisement inviting bidders to submit sealed bids which are to be received by the owner and opened publically at a specific time and place indicated in the invitation for bids. This event, called a bid opening, is normally attended by the owner, consulting engineer, owner's attorney, bidders, and other interested parties. Attendance by Rural Development staff at every bid opening is not mandatory, although a representative of the Rural Developing Processing Office is encouraged to attend every bid opening, if possible.
- b Applicable Local Laws. State laws regarding bid openings vary depending on whether the owner is a public body or a not-for-profit corporation (association) and may place significant limits on what an owner and its engineer can and cannot do during the bid opening. Normally associations have more flexibility, but laws will vary by state. All funding recipients are subject to the requirements of 7 CFR 1780.72(b) in addition to any applicable state and local laws.
- c Successful Bidders. The successful bidder is that responsible contractor (see section 5 of this bulletin), not suspended or debarred, submitting the lowest bid responsive to the requirements of the bid solicitation. A responsive bid is one meeting the requirements of the bid solicitation. A responsible contractor is one capable of performing the work described in the bid solicitation. The owner, with support from its consulting engineer and attorney, may make award to such a contractor or may reject all bids. Upon selection of a contractor, the owner awards a contract to that bidder with concurrence of Rural Development. Procedures for concurrence include review of the bid tabulation and the consulting engineer's recommendation for award, notification of the owner and engineer of concurrence, review of executed construction contracts, and signing of the agency concurrence in the contract. These duties are normally performed by the State Engineer.

2 PURPOSE

This bulletin assists Rural Development staff in providing information and guidance to a applicants and professional consultants in appropriate procedures for using the Competitive Sealed Bids process for procurement of construction services as described at 7 CFR 1780.72(b).

3 PRIOR TO BID OPENING

- a Authorization. The owner must ensure they have authorization to solicit bids from the Rural Development Processing Office prior to publishing the

advertisement for bids. Authorization cannot be given until after the following steps have been completed:

- (1) The owner has provided evidence of required number of users, regulatory approvals, acquisitions of necessary easements and rights-of-way, and all other requirements of the Letter of Conditions;
- (2) Closing Instructions have been issued by the Regional Attorney of the USDA Office of General Counsel; and
- (3) 7 CFR 1780.61(b) requires Rural Development to review and concur in contract documents prior to award. Authorization to advertise for bids must not be provided to owners until the State Engineer has reviewed and accepted the plans, specifications, and other bidding documents.

- b Invitations for Bids. The owner must publish an invitation for bids in accordance with state and local laws and industry practice. Notices must be placed with builders' exchanges, plan holders services, and organizations that assist small, minority, and women-owned contractors. The length of the advertising period should be commensurate with the complexity and size of the project and in compliance with state and local laws. If bid preparation periods are too short, bid costs generally increase to compensate for the bidder's perceived risk and competition may be reduced.
- c Bid Addenda and Copy of Published Invitation to Bid. The consulting engineer must provide copies of all bid addenda to the Rural Development Processing Office in sufficient time to allow for the Processing Office and the State Engineer to review and concur in the documents prior to bid opening. The owner must also provide the Rural Development Processing Office with a copy of the advertisement publication for the official file. Although the owner is responsible for conducting the bid opening, most of the duties are typically delegated to the consulting engineer.
- d Receipt of Bids. Bids received prior to the bid opening time must be held unopened by the owner until the designated time. The time and date must be stamped or hand written on the outside of the bid proposal package.
- e Electronic Bidding. Electronic bidding procedures are acceptable if allowed under state law as long as they comply with the requirements of 7 CFR 1780.72(b) and the following: (1) the fees for the bidding process must be reasonable, (2) paper bids must be accepted by the owner as an option for the bidders, and (3) the bid opening must be public.
- f Mandatory Pre-Bid Meetings. In some cases, owners or their engineers may wish to hold mandatory meetings for all bidders prior to bid opening to discuss issues related to site conditions or other matters that are important for bidders to understand to reduce the likelihood of conflicts or misunderstandings about issues that could affect their bid amounts or decisions related to whether to submit a bid. In industry practice it is common in such cases to hold mandatory pre-bid meetings and accept bids only from bidders in attendance. This does, however, reduce competition and generally should not be allowed due to

requirements for maximum open and free competition. At the discretion of the Rural Development State Office, mandatory pre-bid meetings may be allowed in cases when justified or necessary due to special circumstances.

- g Bid Alternates. Bid alternates may be included in bidding documents as long as they are in compliance with state law, regulations at 7 CFR 1780.70 (b) and (d), and meet the requirements of open and free competition policies. To reduce the likelihood of bid protests and lawsuits from bidders not receiving award, the Instructions to Bidders must clearly describe the procedures for making award, including how any bid alternates will be handled.

4 BID OPENING DAY ACTIVITIES

- a Opening the Meeting. At the bid opening the owner should announce the purpose of the meeting and state the present time. This should be done several minutes before the scheduled bid opening time. All bid proposals received will be left unopened until the scheduled bid opening time. At the time specified in the advertisement and/or Instructions to Bidders, the owner will announce that the time is closed for receiving bids. It is mandatory that no more bids be accepted after that time.
- b Opening and Reviewing Bids. Bids received prior to the specified time are then opened. The owner, with the assistance of the consulting engineer and owner's attorney, then check each bid for the following:
 - (1) A signed bid acknowledging any and all addenda;
 - (2) A bid bond with a power-of-attorney, certified check, or other acceptable bid security instrument allowed as stated in the Instructions to Bidders for the correct amount; and
 - (3) For each bid, the owner reads aloud to all present the name of the bidder, total bid amount, and any important related contents of the bid. The consulting engineer records the results of the bid opening for each bid on a bid summary sheet. Although not required, the owner may also announce the name of the "apparent" low bidder, but it is mandatory that the word "apparent" be used to clarify that the bids must still be evaluated further before a bidder is selected for the award. If an apparent low bidder is announced, the owner must remind everyone present that award is contingent on a detailed review of the bids. The owner may also remind those present of the general time frame for determination of award based on information in the Instructions to Bidders.
- c Claims of Bid Mistakes. A bidder must immediately notify the owner if claiming a mistake in a bid. Procedures of the bidding documents and any applicable state or local laws must be followed to address modifications or withdrawal of bids. Correction of major calculation errors that are not judgment errors may be allowed in many states. Otherwise a bid may be withdrawn with or without loss of bid security depending on the bidding documents and state law. The owner's attorney should make a determination as to whether the bidder may withdraw its bid and if the owner should retain the bid security associated with each bid.

5. EVALUATION OF BIDS AND CONTRACTORS

- a Determining Responsiveness. The owner and consulting engineer with the assistance of the owner's attorney check each proposal to determine whether the bids are responsive and submitted by a responsible bidder. A responsive bid meets the requirements of the solicitation for bids and a responsible bidder is one capable of performing the work described in the bidding documents. To determine responsiveness, the owner, engineer and attorney must verify the following:
- (1) The bid is properly executed, signed, sealed and all addenda acknowledged;
 - (2) The bid is complete with prices provided for all required items and any required supplemental information provided;
 - (3) Proper bid security, such as a bid bond, has been provided and at the proper amount along with appropriate powers of attorney if required; and
 - (4) USDA Rural Development required forms are included with the bid submittal.
- b Minor Errors in Bids. If allowed by state law, the owner may waive certain minor informalities (missing or erroneous items). Submission of required USDA Rural Development forms may be considered a minor informality, but the forms must be submitted prior to issuance of any concurrence by Rural Development in a proposed award.
- c Non-responsive Bids. If a bid proposal is considered clearly non-responsive, the bid should be returned to the bidder as soon as possible with an explanation of the reasons for its return. Any bid irregularity providing the bidder with a material advantage in the bidding process also makes the bid proposal non-responsive.
- d Verification by Consulting Engineer. The consulting engineer then verifies the calculations in the bids and corrects arithmetic errors. Note that in most cases written words govern over numbers on individual line items, but bid requirements and state law will govern in this matter. Bid totals are verified and selection of bid alternates is applied in accordance with the process described in the Instructions to Bidders.
- e Investigation of Low Bidder. The owner and consulting engineer then check the apparent low bidder's references, license, insurance, and bonding ability. The consulting engineer also checks to see whether the bidder or any of its principals are considered federally suspended or debarred. If the apparent low bidder meets the requirements of the Instructions to Bidders, has appropriate licenses, is bondable, is not suspended or debarred, has satisfactory performance on past contracts, and is considered capable of performing the current contract, the bidder is normally determined responsible.

- f Bid Tabulation. The consulting engineer then prepares a bid tabulation. A current project funds analysis including reasonable contingency, along with total funds available, must also be prepared by the engineer, owner, or Agency.
- g Recommendation for Award and Concurrence of Recommendation. After the bid tabulation, the engineer makes a recommendation for award. If award is based in part on consideration of bid alternates, any procedures of the Instructions to Bidders and requirements of state law must be followed. The owner and owner's attorney evaluate the engineer's recommendation and submit the following to the Rural Development Processing Office for concurrence:
- (1) A written request from the owner to the Rural Development Processing Office stating at a minimum which bidder the owner wants to make award to, which bid alternates they wish to award, if any, and the proposed amount of the award;
 - (2) A copy of the Affidavit of Publication for the Bid Advertisement – certified, dated, and signed;
 - (3) Certified tabulation of bids (signed and sealed by the consulting engineer);
 - (4) A complete copy of the apparent low bidder's bid submittal, including:
 - (a) Bid Proposal;
 - (b) Bid Bond or other security and powers-of-attorney; and
 - (c) Executed Certifications including "Compliance Statement" (Form RD 400-6), "Certification Regarding Debarment" (Form AD-1048), and "Lobbying Certification" (RD Instruction 1940-Q, Exhibit A-1), and any other required forms;
 - (5) Engineer's written recommendation to award the contract to a specific bidder including:
 - (a) An analysis of recommended contractor's ability to perform successfully under the terms and conditions of the proposed contract. Consideration must be given to such matters as contractor integrity, record of past performance, and financial and technical resources (i.e. responsible bidder);
 - (b) Statement that requirements of Instructions to Bidders were met (i.e. responsive bid), including documentation from the owner that any informalities not met are waived; and
 - (c) Thorough documentation of any recommendation to award to other than the low bidder (requires submittal of all bidders' packages from recommended bidder down to apparent low bidder).

- h Owner's Discretion. In some cases, the owner may wish to award to other than the apparent low bidder or to reject all bids. 7 CFR 1780.72(b)(4) states that any or all bids may be rejected by the owner when it is in its best interest. Since this is directly stated in the regulation, owners should be given discretion to take such actions. However, if the owner wishes to reject one or more bidders to award to a higher bidder, because this increases project cost, they must provide the Rural Development Processing Office with a justification based on the responsiveness and responsibility of the bidder. If the Rural Development Processing Office does not concur in the award, the owner may be required to readvertise, but cannot be forced to award to a bidder they do not wish to award to.
- i Determination of Non-responsible Bidders. Examples of reasons that a bidder may be determined to be non-responsible include inadequate financial resources to hire competent workers or obtain adequate equipment, poor references, or a history of poor performance of work. Examples of non-responsiveness include a missing bid bond, a conditional bid, or one that has not been signed. All of these are examples of reasons that a consulting engineer may recommend and an owner may choose to reject the award to an apparent low bidder.
- j Justification for Award to Bidder not Recommended by Consulting Engineer. Occasionally an owner will wish to award to a bidder other than the one recommended by their consulting engineer. This action should not be allowed without justification from the owner to the Rural Development Processing Office, but the owner has the right to take this action if they have a reasonable justification for taking a different action than that recommended by the engineer.

6 AWARD

- a Timeliness. Within the bid hold period listed in the Instructions to Bidders, the owner must make a decision whether and to which bidder to award the contract. If a decision is not made within the bid hold period, bids will expire unless a bid extension is granted in writing by the bidders. Bidders making extensions conditional invalidate their bids and cause bids to become non-responsive. Rural Development must concur in awards of all contracts funded by Rural Development.
- b Submission to Rural Development. 7 CFR 1780.61 requires that the consulting engineer's recommendation for award and the bid tabulation, including all the items described above, be submitted to Rural Development for concurrence prior to award. If adequate funds are available for the project, the Rural Development Processing Office typically submits these documents to the State Engineer for review.
- c Concurrence by State Engineer. The State Engineer will then evaluate the bid tabulation and the consulting engineer's written recommendation of award to determine whether they concur in the recommendation. In addition, prior to concurring in this recommendation, the State Engineer will verify that the recommended bidder is not suspended or debarred, as indicated at www.sam.gov. In unusual circumstances, award may be made to a suspended or debarred party if a waiver has been issued in accordance with 2 CFR 417.137.

- d Case File Documentation. In accordance with RD Instruction 1940-M (1940.606(b)(1)), the case file should be documented that the suspension and debarment status of the contractor was checked prior to concurrence in award and a copy of the Form RD 1048, “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions” filed.
- e Justification for Recommendation to Higher Bidder. If award is recommended to other than the lowest responsive and responsible bidder, the Rural Development Processing Office should coordinate with the owner to obtain additional justification. The State Engineer should review this material and determine if they concur with the recommended award. The Regional Attorney of OGC may be contacted for guidance if necessary.
- f Notice of Award. If Rural Development concurs in award, the owner signs and issues the Notice of Award and notifies all other bidders of the award. The owner must sign the Notice of Award, not the consulting engineer. The Notice of Award announces award of the contract and requires the selected contractor to provide executed contracts, surety, and required insurance within a set time frame. The owner may retain the bid security of bidders who may have a reasonable chance of winning the award if the apparent low bidder does not provide adequate executed contracts, surety, and insurance within the required time frame. Bid security of all other bidders is then returned.
- g Reassessment of Funding Needs. Additionally, if bids come in lower than expected and there is a significant reduction in project cost as a result, then the applicant’s funding needs will be reassessed by Rural Development in accordance with 7 CFR 1780.44(e). Excess loan or grant funds will be deobligated by Rural Development if they are not needed to complete the proposed project.
- h Inadequate Funds. If funds are inadequate for the project, the Rural Development Processing Office will work with the owner, consulting engineer, and other funding partners to determine the best course of action. One of the following approaches may be considered:
 - (1) Obtain additional funds. Award the project as-is;
 - (2) Restructure the project by redesign, phasing of the project, or value engineering. Re-advertise the project for new bids;
 - (3) Reject all bids and use either competitive negotiation (7 CFR 1780.72(c)) or non-competitive negotiation (7 CFR 1780.72(d)) if applicable;
 - (4) Re-advertise the existing project without changes in anticipation of lower bids;
 - (5) In unusual circumstances, award the contract as advertised with a change order issued immediately after award to reduce cost; however this approach should only be used upon advice of the owner’s attorney.

- i Bid Protests: Note that a bidder not receiving the award may challenge award of the contract to another bidder. Here are some important points about bid protests:
- (1) There are no bid protest procedures in 7 CFR 1780. In fact, 7 CFR 1780.68 states “The owner is responsible for settlement of all contractual and administrative issues arising out of procurement entered into in support of a loan or grant. These include, but are not limited to: source evaluation, protests, disputes, and claims.” Though the owner is responsible for the settlement of these issues, Rural Development is still interested in the outcome. Rural Development will become involved or refer issues to appropriate federal or state agencies if there are matters of federal or state laws or requirements with OGC consultation as needed;
 - (2) The owner’s attorney must be familiar with any state or local bid protest procedures or requirements and must determine if a formal bid protest procedure exists. If a contractor files a protest in accordance with such procedures, the owner with the assistance of their attorney responds to the protest according to the applicable procedure;
 - (3) Where no formal protest process exists, a bidder wishing to contest a bid protest may attempt to file a case against the owner in a court of appropriate jurisdiction. The owner, not the government, is responsible for defending against such a lawsuit.

ST. MARTINS BY THE BAY WATER SYSTEM
PRELIMINARY ENGINEERING REPORT
FOR THE
WORCESTER COUNTY PUBLIC WORKS DEPARTMENT
WORCESTER COUNTY, MARYLAND
DBF# 0085D023

Prepared by:

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April 2022

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1) GENERAL

This Preliminary Engineering Report has been requested by Worcester County for the St. Martins by the Bay Water Service Evaluation. The study will provide project information, analyze alternatives, and propose a course of action for the necessary capital improvements to provide potable water service and fire flow protection for the St. Martins by the Bay subdivision.

This report was composed according to RUS Bulletin 1780-2 based on Interagency Memorandum from, 2013 from the United States Department of Agriculture-Rural Utility Services (USDA-RUS), Environmental Protection Agency (EPA), Department of Housing and Urban Development (HUD), and Indian Health Service contributors.

2) PROJECT PLANNING

a. Location

The St. Martins by the Bay subdivision is located in northern Worcester County, Maryland, northwest of the Ocean Pines community, situated north of Ocean City Expressway (State Route 90) and Racetrack Road (State Route 589). See Figures 2.1 and 2.2 at the end of this section for maps showing the vicinity, location, and planning area.

b. Environmental Resources Present

Being a coastal community, many property elevations in the study area are at or less than 10 feet above sea level. Sea level rise and land subsidence would raise the water table in the area and would expand the flood plain. This poses a serious threat of brackish water contaminating the community well system in the event that flood waters rise above the existing well head. Additionally, abandonment of the existing well will reduce the potential for salt-water intrusion into the drinking water aquifer in this area.

An Environmental Report is in the process of being completed by Worcester County for this project pursuant to USDA-RUS Bulletin 1794A-602. During the completion of the Environment Report, local, state, and federal agencies will be contacted to identify, and propose mitigation of potential environmental impacts generated by the project.

The project will be located primarily within Worcester County Right of Ways (ROW), and additional easements to be obtained by Worcester County, as necessary. Some disturbances may be required on private property to connect the development to the centralized water system.

The goal of the proposed project is to extend the existing Worcester County Water System, provide potable water service to the St. Martins by the Bay subdivision, and increase accountability for water usage by residents.

FEMA Flood Maps can be found in Appendix A. Soil Mapping can be found in Appendix B. Critical Area Mapping can be found in Appendix C. USGS Quad map can be found in Appendix D.

c. Population Trends

The St. Martins by the Bay subdivision is located directly North of Ocean Pines, Maryland, since its area is small relative to communities nearby, population data for Worcester County and the

Ocean Pines CDP has been used for projections. Worcester County and the Ocean Pines CDP population projections were pulled from available US Census Data and Maryland Department of Planning Data.

Significant growth is not anticipated in the project area, as it is mostly built out, with only 4 undeveloped lots remaining within the site area. While Worcester County is expected to experience 15% population growth over the next 20 years, St. Martins by the Bay Subdivision is not expected to experience this growth.

The population data obtained from the 2010 census provide adequate information to project population for the 20-year planning period by utilizing the growth projection from the Maryland Department of Planning. The data is listed in the table below.

Table 2.1: Worcester County Population Projections, 2000 to 2040

Year	2000	2010	2020	2030	2040
Population	46,543	51,454	52,500	57,150	60,810

Source: Maryland Department of Planning Historical and Projected Total Population for Maryland Jurisdictions – Annualized Growth Rates December 2020 (Appendix E)

Table 2.2: U.S. Census Population Data for Worcester County and Ocean Pines CDP

Year	Worcester County	Ocean Pines CDP
2010 (Census)	51,454	11,710
2020 (Census)	52,460	12,145

Source: U.S. Census Bureau

The 2010 census data and 2020 census data is shown in Appendix F for the area. The project area is located within 1 zip code, 21811

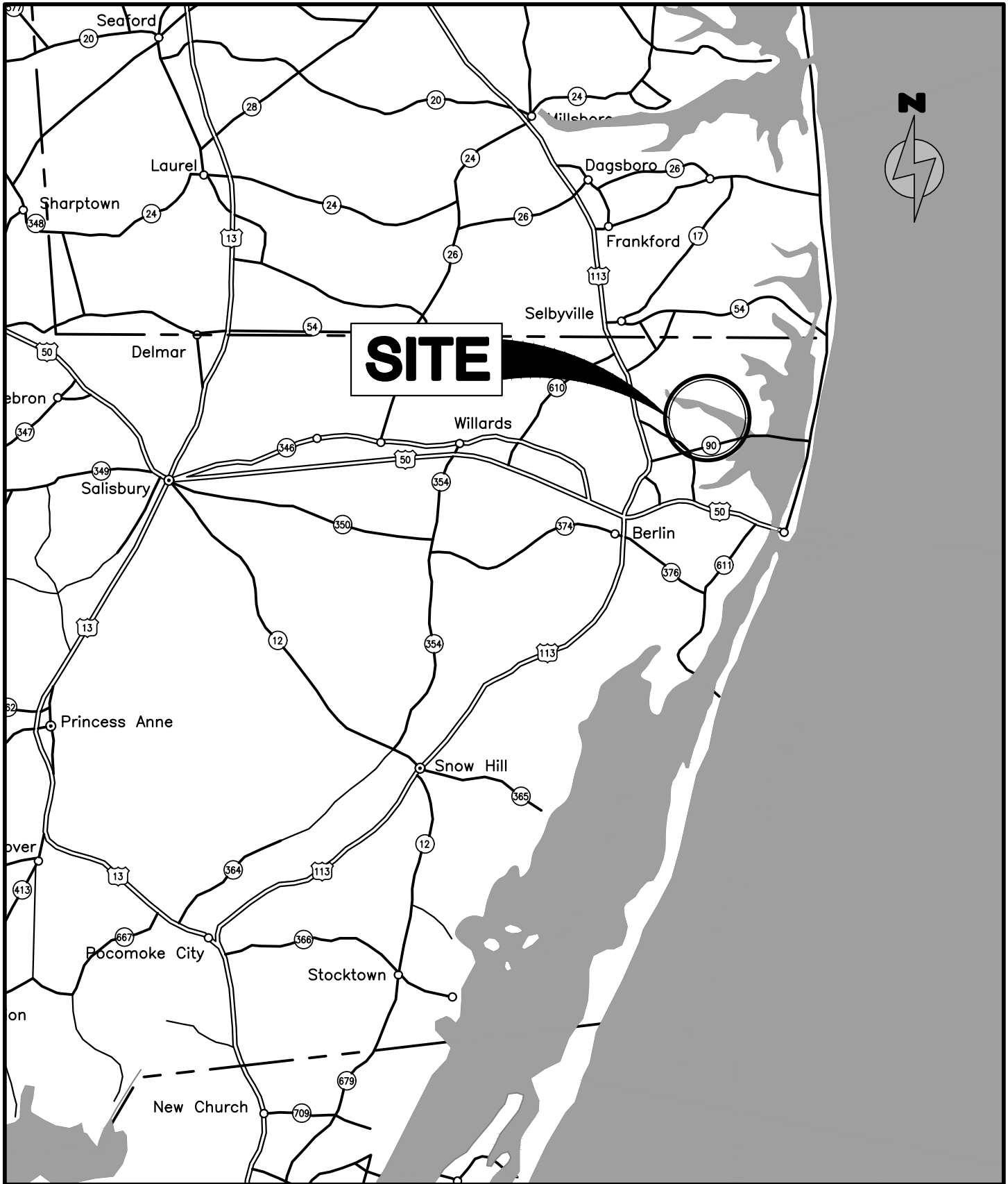
d. Community Engagement

Prior to authorization of the PER, the County received a meeting request and petition from at least 67% of the property owners of the St. Martins by the Bay subdivision requesting the establishment of a sanitary service area to provide public water and the connecting infrastructure to serve the subdivision.

Resolution No. 20-19 was passed by the County Commissioners in July 2020 in direct response to the community’s petition. This was the first step towards providing water service to the area.

Once the PER is completed, another public meeting will be held with the County Commissioners regarding the proposed project. Representatives from the Worcester County Department of Public Works and Davis, Bowen, & Friedel, Inc., would be present to answer questions and concerns from property owners. The alternatives discussed in the following report will be

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**DAVIS,
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EASTON, MARYLAND (410) 770-4744

**VICINITY MAP FIGURE 2.1
ST. MARTINS WATER SERVICE PROJECT
BERLIN, WORCESTER COUNTY, MD**

Date: APRIL 2022

Scale: 1"=6 miles

Proj.No.: 0085D023

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**LOCATION MAP FIGURE 2.2
ST. MARTINS WATER SERVICE PROJECT
BERLIN, WORCESTER COUNTY, MD**

Date: **APRIL 2022**

Scale: **1"=1000'**

Proj.No.: **0085D023**

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discussed, including anticipated customer connection costs and water usage costs. Cost estimates and projected layouts would be made available for each option.

3) EXISTING FACILITIES

a. Location Map

The study area has one existing Community Water Service Facility, all properties utilize a community water supply system (or have individual wells). The proposed system would abandon the existing Water Supply, Treatment, and Storage building and provide access to Worcester County water services to individual properties. During the design phase of this project, survey and test pitting will be required to locate the existing water system, and any possible connection points that could be utilized. During that time, it will be determined if portions of the existing water system could still be used to service the subdivision.

The subject water service area is located in Worcester County along St. Martin Parkway and Marina Drive. The Worcester County Department of Public Works serves the adjacent Ocean Pines Service Area. The project area hosts 58 developable lots, of which the majority are currently inhabited or developed. Current infrastructure, installed approximately 40 years ago, provides an assumed, 2" diameter water main along portions of Riverview Drive and St. Martins Parkway. The current condition of the St. Martins by the Bay HOA water distribution system is unknown.

The Worcester County Department of Public Works, Water and Wastewater Division own and operate the counties water distribution system that would be expanded to include the St. Martins community into its service area.

The existing water treatment building and treatment equipment is to be demolished and the existing well abandoned. This is the intent for those facilities, but these actions are not within the scope of this PER and has not been included in any cost analysis.

b. History

The existing Community Water Service Facility was installed in the 1984, it along with individual wells have provided water for the community. In the recent years, the water system has been nearing failure, and the community has begun to experience concerns of water shortages.

c. Condition of Existing Facilities

As stated above there is one existing Community Water Service facility installed 37 years ago. The facility itself has been ill maintained and evidence of iron deposits on the floors and equipment suggest frequent flooding or improper drainage. This facility and any individual wells are at risk of failure due to continued sea level rise and their relatively low elevation, which is within 10 feet of sea level.

d. Financial Status of any Existing Facilities

All debts for the individual properties associated with utilities are currently private.

The St. Martins by the Bay HOA has no debt regarding the existing facilities.

The debt service for each Equivalent Dwelling Unit (EDU) within the neighboring Ocean Pines Community is approximately \$200 per year for water services, as charged by the County.

e. Water/Energy/Waste Audits

The Ocean Pines Water System is capable of producing 1,500,000 GPD of treated water. Based on the typical water consumption per EDU, 250 gpd/EDU, treated water being produced by the Ocean Pines Water System averaged 1,156,794 GPD in 2020, leaving the available capacity of that system of 342,956 GPD or 1,371 EDU's. The proposed project has 58 EDU's, all residential, with a projected flow of 14,500 GPD. The proposed system accounts for the connection of all the proposed area for the Resolution No. 20-19 service area. There is little anticipated growth for the area. It is anticipated that the addition of the service area will not negatively affect the capacity of the County to provide additional treated water flows. See Appendix G for the 2020 Water Audit for the Ocean Pines water system.

4) **NEED FOR THE PROJECT**

a. **Health, Sanitation, and Security**

With the threat of continued coastal changes that occur due to coastal erosion, sea level rise, land subsidence, and saltwater intrusion, the County has taken the proactive approach to mitigate the potential hazards and undertaken this study to determine the feasibility of providing residents of the St. Martins by the Bay subdivision with reliable and sustainable water service. This project is a proactive measure, given the increased likelihood of well contamination from flooding and saltwater intrusion, and the direct impact on human safety, welfare, and health.

The St. Martin's by the Bay Water System project has three components which contribute to health, sanitation, and security. The benefits are as follows.

1. **Community Well Brackish Water Contamination Issues**

The proposed users to be served by the project currently use a private community well for drinking water. Due to the location of the community and their proximity to the bay there is a threat of surface water flooding through coastal changes that occur due to sea level rise and land subsidence. Additionally, the proximity of the existing community water well to the St. Martin's River could result in saltwater intrusion into the drinking water aquifer. Currently the community water system produces water compliant with current drinking water standards, but the risk of contamination will only increase as the system continues to age and coastal characteristics continue to change.

2. **Fire Flow and Fire Protection**

The proposed users are currently not serviced by fire flow, they are serviced by fire trucks and tankers of the neighboring Ocean Pines Community. With this project, it is desired that the proposed users will be serviced with water mains sized accordingly for fire flow and along with properly spaced hydrants.

3. **Worcester County Water System Looping Benefits**

This project will provide additional looping for the Worcester County water system if Alternative IV is chosen. This looping will help provide uninterrupted water service to the users, further fire protection, and minimize dead end lines with high probability of stale water and inadequate residual chlorine levels. Looping will also improve the water pressure and quality to the surrounding Ocean Pines communities which are currently serviced by a dead end line.

b. **Aging Infrastructure**

The current water systems are likely to fail to adequately provide water to the St. Martins by the Bay subdivision due to age as they were installed 40 to 50 years ago, and the community has nearly outgrown available system capacity.

c. Reasonable Growth

While the county is predicted to experience an 8% growth over the next decade, growth is less of a concern for this project as the community is relatively small, and mostly built out. Future expansion within the site is unlikely due to Critical Area zones being present. This project will expand the Worcester County water distribution system to incorporate approximately 58 additional residential users.

The Worcester water service will be capable of serving full build out of the service area.

Table 4.1: Tabulation of Proposed Users

User Category	
Residential EDU's	58
Average Daily Flow at 250 gpd/EDU	14,500 gpd

5) **ALTERNATIVES CONSIDERED**

The Following alternatives were considered:

Alternative I

Alternative I investigates installing the water main extension with piping adequately sized for fire flow and protection, extension will be tied into existing 6-inch water main on St. Martins Lane.

Alternative II

Alternative II investigates installing the water main extension with piping adequately sized for fire flow and protection, extension will be tied into existing 6-inch water main on White Horse Drive.

Alternative III

Alternative III investigates installing the water main extension with piping adequately sized for fire flow and protection, extension will be tied into existing 8-inch water main on River Run Lane.

Alternative IV

Alternative IV investigates installing the water main extension with piping adequately sized for fire flow and protection, extension will be tied into existing 6-inch water main on St. Martins Lane and 8-inch water main off River Run Lane. This option does not connect to White Horse Drive.

Alternative V

Alternative V is the “No Action” alternative. This alternative will leave the community water system in place with no improvements, and no expansion of the Worcester County water system will occur.

a. ALTERNATIVE I – Tie into existing 6-inch water main at the Intersection of St. Martins Lane and Beauchamp Road.

i. Description

This alternative will explore the option of connecting to the Worcester County Department of Public Works Water and Wastewater Division’s existing water distribution system at the 6-inch water main on the intersection of St. Martins Lane and Beauchamp Road. The proposed 8-inch water main will run along the ditch of Beauchamp Road, north along St. Martins Parkway and terminating at two points, one on Riverview Drive, and one on Marina Drive. The proposed water main will be 8-inch except along Riverview Drive which will be a 6-inch main, and the two loops at the end of Riverview Drive and Marina Drive which will be 2” looped water main with a blow-off hydrants located at the terminal points. No boring is required for this option, and this option would provide potable water service with fire flow protection to the area.

ii. Design Criteria

The design criteria for this alternative are the 10 State Standards – Recommended Standards for Water Works, Latest edition and MDE regulations.

Table 5.1: Design Criteria for Alternative I

Parameter	Value
Materials	AWWA C-900 or approved equal
Coatings (contact with potable water)	ANSI/NSF Standard 61 or approved equal
System Sizing	Domestic demands and fire flow demands
Minimum Pressure	20 psi
Normal Working Pressure	42-47 psi
Distribution System	10 States Standards
Disinfection	AWWA C-651
Pressure and Bacteria Testing	AWWA C-900

iii. Map

A map of this alternative is shown in Figure 5.1, at the end of this section.

iv. Environmental Impacts

Environmental impacts are not of concern for this alternative due to the nature of the project. The layout of the water system should be completed in such a fashion that the majority of the disturbances are located within existing paved areas or maintained shoulders. It is anticipated that this alternative will have no permanent negative environmental impacts. During construction, this alternative will follow sediment and erosion control measures to minimize impacts. Once Construction is complete, this alternative will restore the project area to existing conditions.

A section of the site area is in a Critical Area which would require additional permitting requirements. Disturbances can be minimized if the existing community water service pipe infrastructure is found to be sufficient. No additional impervious area will be created by this project.

Although the majority of the work will be in paved areas, wetlands, Critical Area, and a low floodplain exist in the area causing additional permitting requirements. An exemption would be required for the current stormwater regulations since no additional impervious area will be created.

v. Land Requirements

This project will be located primarily within County Right of Ways. Water main will be placed either under the existing road or along the maintained shoulders.

Additional easements may be required dependent upon the exact routing of the water main which will be determine during the final design.

vi. Potential Construction Problems

This alternative will encounter construction issues regarding traffic control. The proposed water main may be placed within the roadway requiring traffic control measures during construction.

Groundwater and dewatering of excavations due to the proximity to water table may be an issue. Soil borings would be required during the design to determine water levels, bearing capacities, and soil compositions. Protection of sensitive areas along the watermain alignment will be critical.

vii. Sustainability Considerations

a) Water and Energy Efficiency

Energy efficiency will be accomplished with this alternative as the project will allow for the elimination of the St. Martins water system well and treatment system, which will be replaced by the county's existing water supply and treatment systems.

b) Green Infrastructure

By centralizing the water supply and treatment systems the county should realize some minor energy savings and chemical cost savings through the resulting economy of scale.

For pavement restoration and/or repairs, the use of recycled asphalt within the pavement and utilization of recycled millings as a road base will be further reviewed during final design to determine feasibility.

c) *Other*

This alternative provides the opportunity to provide water with higher flows and pressures for fire protection within the St. Martins by the Bay subdivision.

This alternative will require a significant amount of energy to construct the replacement facilities. This includes burning of fossil fuels in construction equipment.

viii. **Cost Estimates**

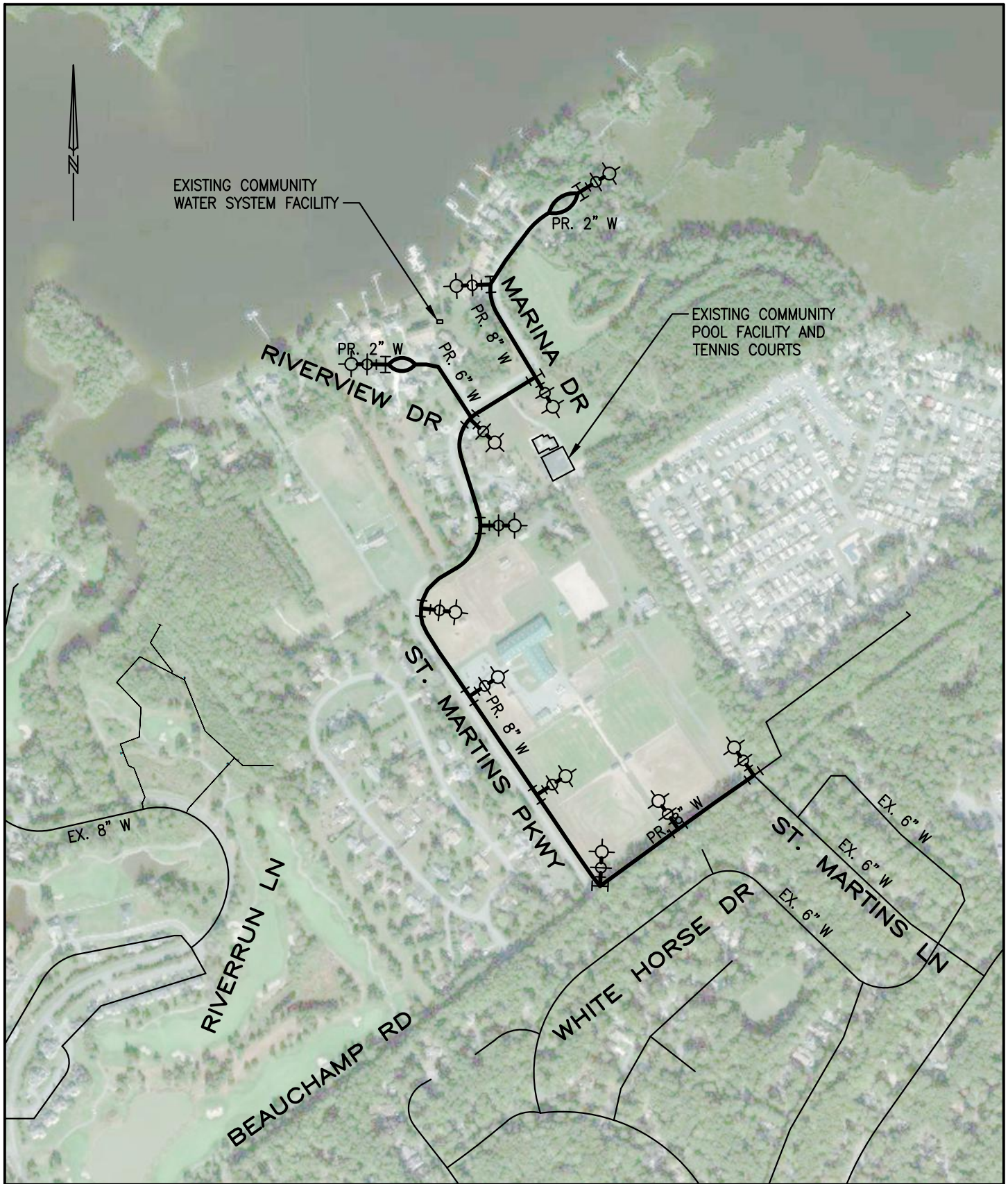
A detailed cost estimate is provided in Appendix H. A breakdown of the annual operations and maintenance costs are shown in Appendix I.

Table 5.2: Alternative I Cost Estimate

Parameter	Cost
Construction	\$1,026,333.00
Construction Contingency	\$93,303.00
Non-Construction Costs	\$194,106.00
Annual Operations and Maintenance	\$11,600.00

$$A_{O\&M} = (58 \text{ Conn/EDUs} \times \pm\$200/\text{year})$$

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ALTERNATIVE I

SALISBURY, MARYLAND (410) 543-9091
MILFORD, DELAWARE (302) 424-1441
EASTON, MARYLAND (410) 770-4744

**SITE MAP FIGURE 5.1
ST. MARTINS WATER SERVICE PROJECT
BERLIN, WORCESTER COUNTY, MD**

Date: APRIL 2022	Scale: 1"=600'	Proj.No.: 0085D023
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b. ALTERNATIVE II – Tie into existing 6-inch watermain at test well located on vacant lot between White Horse Drive and Beauchamp Rd.

i. Description

This alternative will explore the option of connecting to the Worcester County Department of Public Works Water and Wastewater Division’s existing water distribution system at the 6-inch water main located at a test well on a vacant lot adjacent to Beauchamp Road and White Horse Drive. The proposed 8-inch water main will be directional bored underneath Beauchamp Road, then open cut along the ditch of Beauchamp Road, north along St. Martins Parkway and terminating at two points, one on Riverview Drive, and one on Marina Drive. The proposed water main will be 8-inch except along Riverview Drive which will be a 6-inch main, and the two loops at the end of Riverview Drive and Marina Drive which will be 2” looped water main with a blow-off hydrants located at the terminal points. Approximately 30 feet of boring will be required for this option, and this option would provide potable water service with fire flow protection to the area.

ii. Design Criteria

The design criteria for this alternative are the 10 State Standards – Recommended Standards for Water Works, Latest edition and MDE regulations.

Table 5.3: Design Criteria for Alternative II

Parameter	Value
Materials	AWWA C-900 or approved equal
Coatings (contact with potable water)	ANSI/NSF Standard 61 or approved equal
System Sizing	Domestic demands and fire flow demands
Minimum Pressure	20 psi
Normal Working Pressure	42-47 psi
Distribution System	10 States Standards
Disinfection	AWWA C-651
Pressure and Bacteria Testing	AWWA C-900

iii. Map

A map of this alternative is shown in Figure 5.2, at the end of this section.

iv. Environmental Impacts

Environmental impacts are not of concern for this alternative due to the nature of the project. The layout of the water system should be completed in such a fashion that the majority of the disturbances are located within existing paved areas or maintained shoulders. It is anticipated that this alternative will have no permanent negative environmental impacts. During construction, this alternative will follow sediment and erosion control measures to minimize impacts. Once Construction is complete, this alternative will restore the project area to existing conditions.

A section of the site area is in a Critical Area which would require additional permitting requirements. Disturbances can be minimized if the existing community water service pipe infrastructure is found to be sufficient. No additional impervious area will be created by this project.

Although the majority of the work will be in paved areas, wetlands, Critical Area, and a low floodplain exist in the area causing additional permitting requirements. An exemption would be required for the current stormwater regulations since no additional impervious area will be created.

Directional boring will be required to cross under Beauchamp Road and tie into the water system on White Horse Drive.

v. Land Requirements

This project will be located primarily within County Right of Ways. Water main will be placed either under the existing road or along the maintained shoulders. This option will require a utility easement on an empty lot to connect into the existing water system on White Horse Drive.

Additional easements may be required dependent upon the exact routing of the water main which will be determine during the final design.

vi. Potential Construction Problems

This alternative will encounter construction issues regarding traffic control. The proposed water main may be placed within the roadway requiring traffic control measures during construction. This alternative requires directional boring under Beauchamp Road to connect to existing water system on White Horse Drive.

Groundwater and dewatering of excavations due to the proximity to water table may be an issue. Soil borings would be required during the design to determine water levels, bearing capacities, and soil compositions. Protection of sensitive areas along the watermain alignment will be critical.

vii. Sustainability Considerations

a) Water and Energy Efficiency

Energy efficiency will be accomplished with this alternative as the project will allow for the elimination of the St. Martins water system well and treatment system, which will be replaced by the county's existing water supply and treatment systems.

b) Green Infrastructure

By centralizing the water supply and treatment systems the county should realize some minor energy savings and chemical cost savings through the resulting economy of scale.

For pavement restoration and/or repairs, the use of recycled asphalt within the pavement and utilization of recycled millings as a road base will be further reviewed during final design to determine feasibility.

c) *Other*

This alternative provides the opportunity to provide water with higher flows and pressures for fire protection within the St. Martins by the Bay subdivision.

This alternative will require a significant amount of energy to construct the replacement facilities. This includes burning of fossil fuels in construction equipment.

viii. Cost Estimates

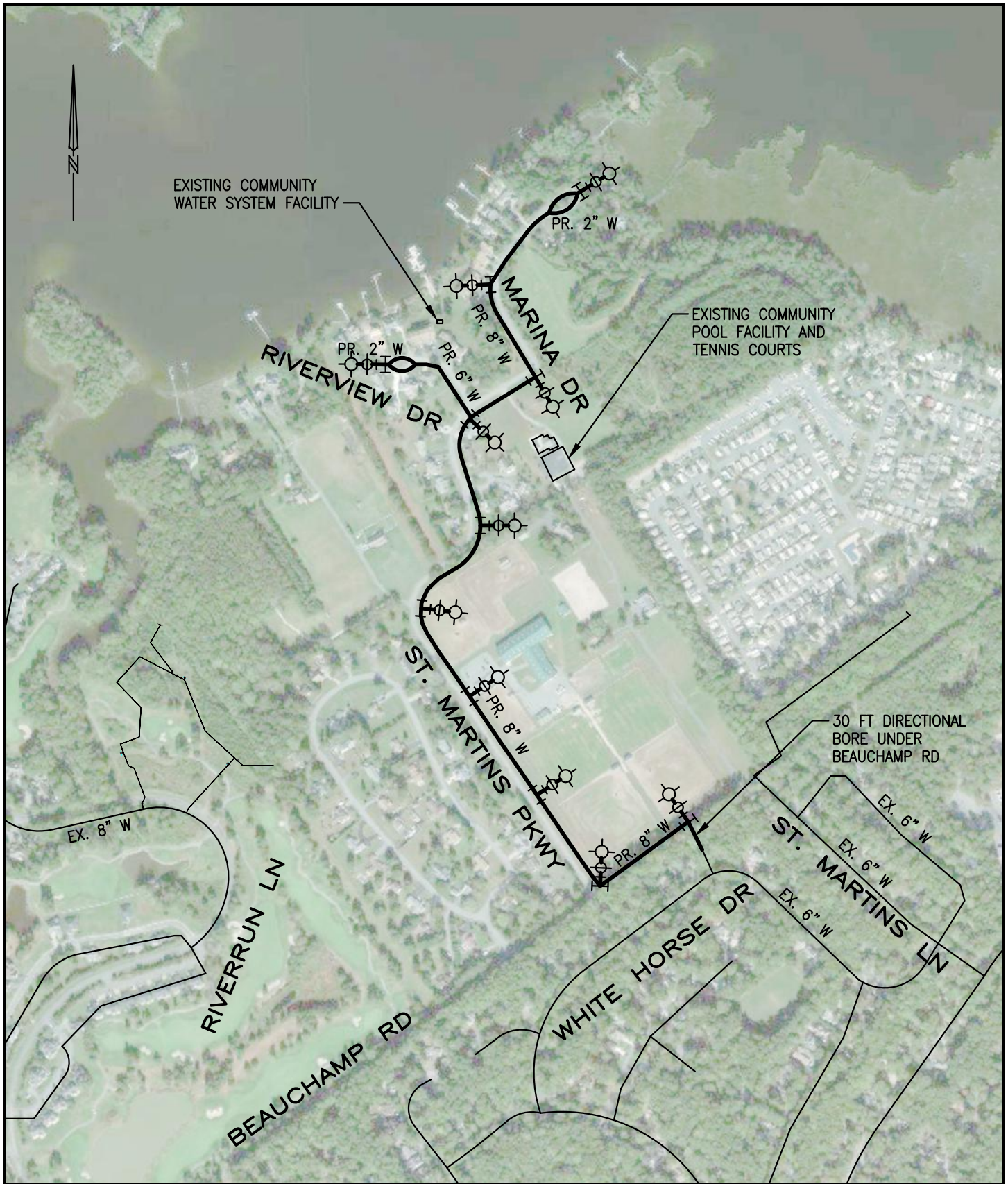
A detailed cost estimate is provided in Appendix H. A breakdown of the annual operations and maintenance costs are shown in Appendix I.

Table 5.4: Alternative II Cost Estimate

Parameter	Cost
Construction	\$995,841.00
Construction Contingency	\$90,531.00
Non-Construction Costs	\$188,562.00
Annual Operations and Maintenance	\$11,600.00

AO&M = (58 Conn/EDUs X ±\$200/year)

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ALTERNATIVE II

SALISBURY, MARYLAND (410) 543-9091
MILFORD, DELAWARE (302) 424-1441
EASTON, MARYLAND (410) 770-4744

SITE MAP FIGURE 5.2

**ST. MARTINS WATER SERVICE PROJECT
BERLIN, WORCESTER COUNTY, MD**

Date: APRIL 2022

Scale: 1"=600'

Proj.No.: 0085D023

c. ALTERNATIVE III – Tie into existing 8-inch watermain located off River Run Lane.

i. Description

This alternative will explore the option of connecting to the Worcester County Department of Public Works Water and Wastewater Division’s existing water distribution system at the 8-inch water main located off River Run Lane. The proposed 8-inch water main will be directional bored connecting River Run Lane to St. Martins Parkway then open cut along the ditch of St. Martins Parkway and terminating at two points, one on Riverview Drive, and one on Marina Drive. The proposed water main will be 8-inch except along Riverview Drive which will be a 6-inch main, and the two loops at the end of Riverview Drive and Marina Drive which will be 2” looped water main with a blow-off hydrants located at the terminal points. Approximately 1200 feet of boring will be required for this option, and this option would provide potable water service with fire flow protection to the area.

ii. Design Criteria

The design criteria for this alternative are the 10 State Standards – Recommended Standards for Water Works, Latest edition and MDE regulations.

Table 5.5: Design Criteria for Alternative III

Parameter	Value
Materials	AWWA C-900 or approved equal
Coatings (contact with potable water)	ANSI/NSF Standard 61 or approved equal
System Sizing	Domestic demands and fire flow demands
Minimum Pressure	20 psi
Normal Working Pressure	42-47 psi
Distribution System	10 States Standards
Disinfection	AWWA C-651
Pressure and Bacteria Testing	AWWA C-900

iii. Map

A map of this alternative is shown in Figure 5.3, at the end of this section.

iv. Environmental Impacts

Environmental impacts are not of concern for this alternative due to the nature of the project. The layout of the water system should be completed in such a fashion that the majority of the disturbances are located within existing paved areas or maintained shoulders. It is anticipated that this alternative will have no permanent negative environmental impacts. During construction, this alternative will follow sediment and erosion control measures to minimize impacts. Once Construction is complete, this alternative will restore the project area to existing conditions.

A section of the site area is in a Critical Area which would require additional permitting requirements. Disturbances can be minimized if the existing community water service pipe

infrastructure is found to be sufficient. No additional impervious area will be created by this project.

Although the majority of the work will be in paved areas, wetlands, Critical Area, and a low floodplain exist in the area causing additional permitting requirements. An exemption would be required for the current stormwater regulations since no additional impervious area will be created.

Directional boring is required to connect into the existing water service on River Run Lane.

v. Land Requirements

This project will be located primarily within County Right of Ways. Water main will be placed either under the existing road or along the maintained shoulders. This option will require one or more utility easements on developed lots to connect to existing water system on River Run Lane.

Additional easements will be required, the number of which are dependent upon the exact routing of the water main which will be determine during the final design.

vi. Potential Construction Problems

This alternative will encounter construction issues regarding traffic control. The proposed water main may be placed within the roadway requiring traffic control measures during construction. This alternative requires directional boring to connect into the existing water service on River Run Lane.

Groundwater and dewatering of excavations due to the proximity to water table may be an issue. Soil borings would be required during the design to determine water levels, bearing capacities, and soil compositions. Protection of sensitive areas along the watermain alignment will be critical.

vii. Sustainability Considerations

a) Water and Energy Efficiency

Energy efficiency will be accomplished with this alternative as the project will allow for the elimination of the St. Martins water system well and treatment system, which will be replaced by the county's existing water supply and treatment systems.

b) Green Infrastructure

By centralizing the water supply and treatment systems the county should realize some minor energy savings and chemical cost savings through the resulting economy of scale.

For pavement restoration and/or repairs, the use of recycled asphalt within the pavement and utilization of recycled millings as a road base will be further reviewed during final design to determine feasibility.

c) *Other*

This alternative provides the opportunity to provide water with higher flows and pressures for fire protection within the St. Martins by the Bay subdivision.

This alternative will require a significant amount of energy to construct the replacement facilities. This includes burning of fossil fuels in construction equipment

viii. **Cost Estimates**

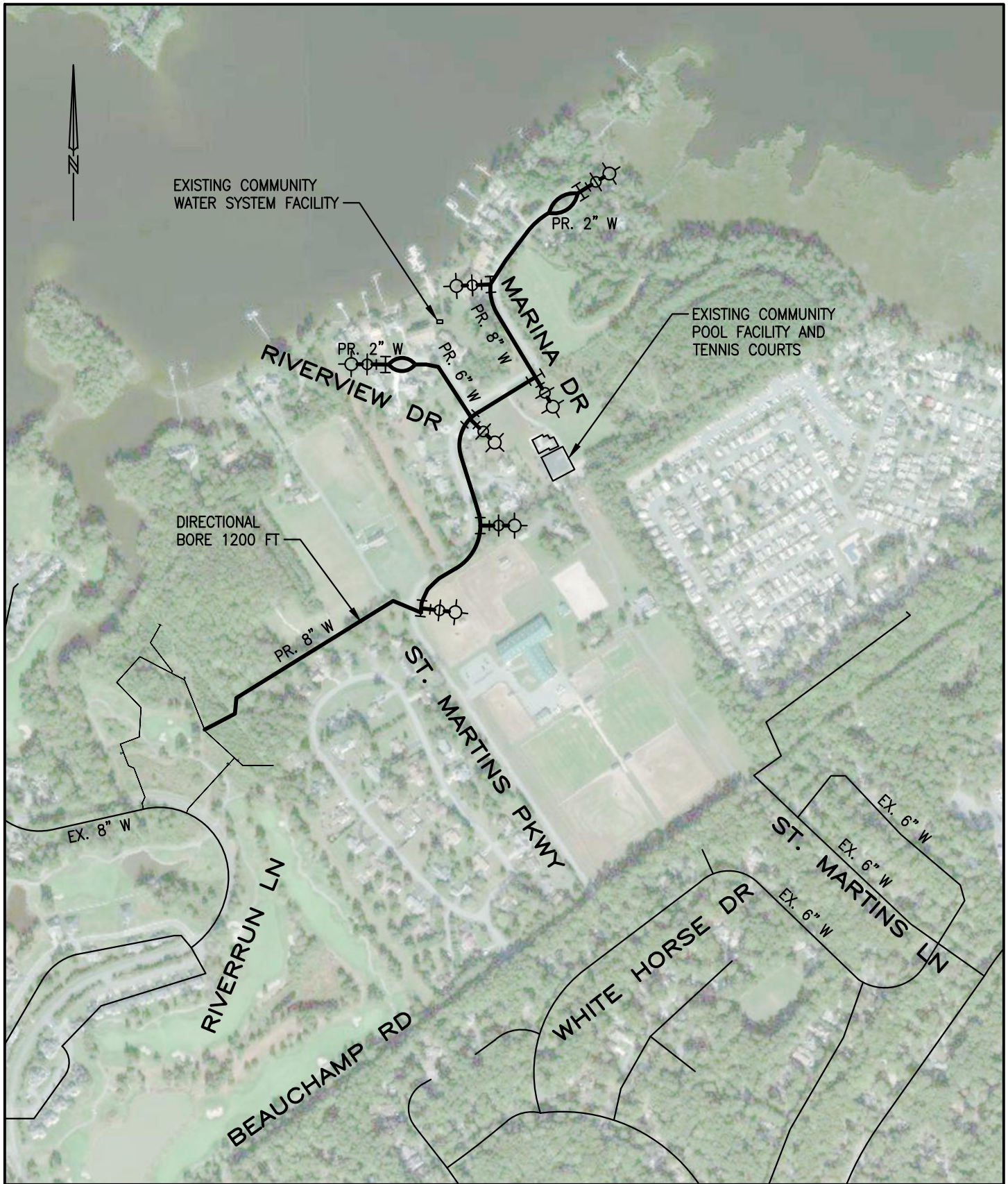
A detailed cost estimate is provided in Appendix H. A breakdown of the annual operations and maintenance costs are shown in Appendix I.

Table 5.6: Alternative III Cost Estimate

Parameter	Cost
Construction	\$1,085,989.00
Construction Contingency	\$98,726.25
Non-Construction Costs	\$204,953.00
Annual Operations and Maintenance	\$11,600.00

AO&M = (58 Conn/EDUs X ±\$200/year)

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ALTERNATIVE III

SALISBURY, MARYLAND (410) 543-9091
 MILFORD, DELAWARE (302) 424-1441
 EASTON, MARYLAND (410) 770-4744

SITE MAP FIGURE 5.3
ST. MARTINS WATER SERVICE PROJECT
BERLIN, WORCESTER COUNTY, MD

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d. ALTERNATIVE IV – Tie into existing 6-inch water main at the Intersection of St. Martins Lane and Beauchamp Road. Additionally, extension will be tied into existing 8-inch watermain located off River Run Lane.

i. Description

This alternative will explore the option of connecting to the Worcester County Department of Public Works Water and Wastewater Division’s existing water distribution system at the 6-inch water main on the intersection of St. Martins Lane and Beauchamp Road. The proposed 8-inch water main will run along the ditch of Beauchamp Road, north along St. Martins Parkway and terminating at two points, one on Riverview Drive, and one on Marina Drive. Additionally, the proposed water main will be connected via directional boring to the 8-inch water main off River Run Lane. The proposed water main will be 8-inch except along Riverview Drive which will be a 6-inch main, and the two loops at the end of Riverview Drive and Marina Drive which will be 2” looped water main with a blow-off hydrants located at the terminal points. 1200 ft of directional boring is required for this option, and this option would provide potable water service with fire flow protection to the area. This alternative features a unique benefit of looping the existing water distribution system and providing better flows and water quality to the surrounding communities and the St. Martins by the Bay community.

ii. Design Criteria

The design criteria for this alternative are the 10 State Standards – Recommended Standards for Water Works, Latest edition and MDE regulations.

Table 5.7: Design Criteria for Alternative IV

Parameter	Value
Materials	AWWA C-900 or approved equal
Coatings (contact with potable water)	ANSI/NSF Standard 61 or approved equal
System Sizing	Domestic demands and fire flow demands
Minimum Pressure	20 psi
Normal Working Pressure	42-47 psi
Distribution System	10 States Standards
Disinfection	AWWA C-651
Pressure and Bacteria Testing	AWWA C-900

iii. Map

A map of this alternative is shown in Figure 5.4, at the end of this section.

iv. Environmental Impacts

Environmental impacts are not of concern for this alternative due to the nature of the project. The layout of the water system should be completed in such a fashion that the majority of the disturbances are located within existing paved areas or ditch line. This alternative will have no permanent negative environmental impacts. During construction, this alternative will

follow sediment and erosion control measures to minimize impacts. Once Construction is complete, this alternative will restore the project area to existing conditions.

A section of the site area is in a Critical Area which could cause additional permitting requirements. This could be negated if the existing community water service pipe infrastructure is found to be sufficient. No additional impervious area will be created by this project.

Directional boring is required to connect into the existing water service on White Horse Drive.

v. Land Requirements

This project will be located primarily within County Right of Ways. Water main will be placed either under the existing road or along the maintained shoulders. This option will require a utility easement on an empty lot to connect into the existing water system on White Horse Drive.

Additional easements may be required dependent upon the exact routing of the water main which will be determine during the final design.

vi. Potential Construction Problems

This alternative will encounter construction issues regarding traffic control. The proposed water main may be placed within the roadway requiring traffic control measures during construction. This alternative requires directional boring to connect into the existing water service on White Horse Drive.

Groundwater and dewatering of excavations due to the proximity to water table may be an issue. Soil borings would be required during the design to determine water levels, bearing capacities, and soil compositions. Protection of sensitive areas along the watermain alignment will be critical.

vii. Sustainability Considerations

a) Water and Energy Efficiency

Energy efficiency will be accomplished with this alternative as the project will allow for the elimination of the St. Martins water system well and treatment system, which will be replaced by the county's existing water supply and treatment systems.

b) Green Infrastructure

By centralizing the water supply and treatment systems the county should realize some minor energy savings and chemical cost savings through the resulting economy of scale.

For pavement restoration and/or repairs, the use of recycled asphalt within the pavement and utilization of recycled millings as a road base will be further reviewed during final design to determine feasibility.

c) Other

This alternative provides the opportunity to provide water with higher flows and pressures for fire protection within the St. Martins by the Bay subdivision. This option

will improve the flows and water qualities of surrounding communities by looping the existing water distribution system.

This alternative will require a significant amount of energy to construct the replacement facilities. This includes burning of fossil fuels in construction equipment.

viii. Cost Estimates

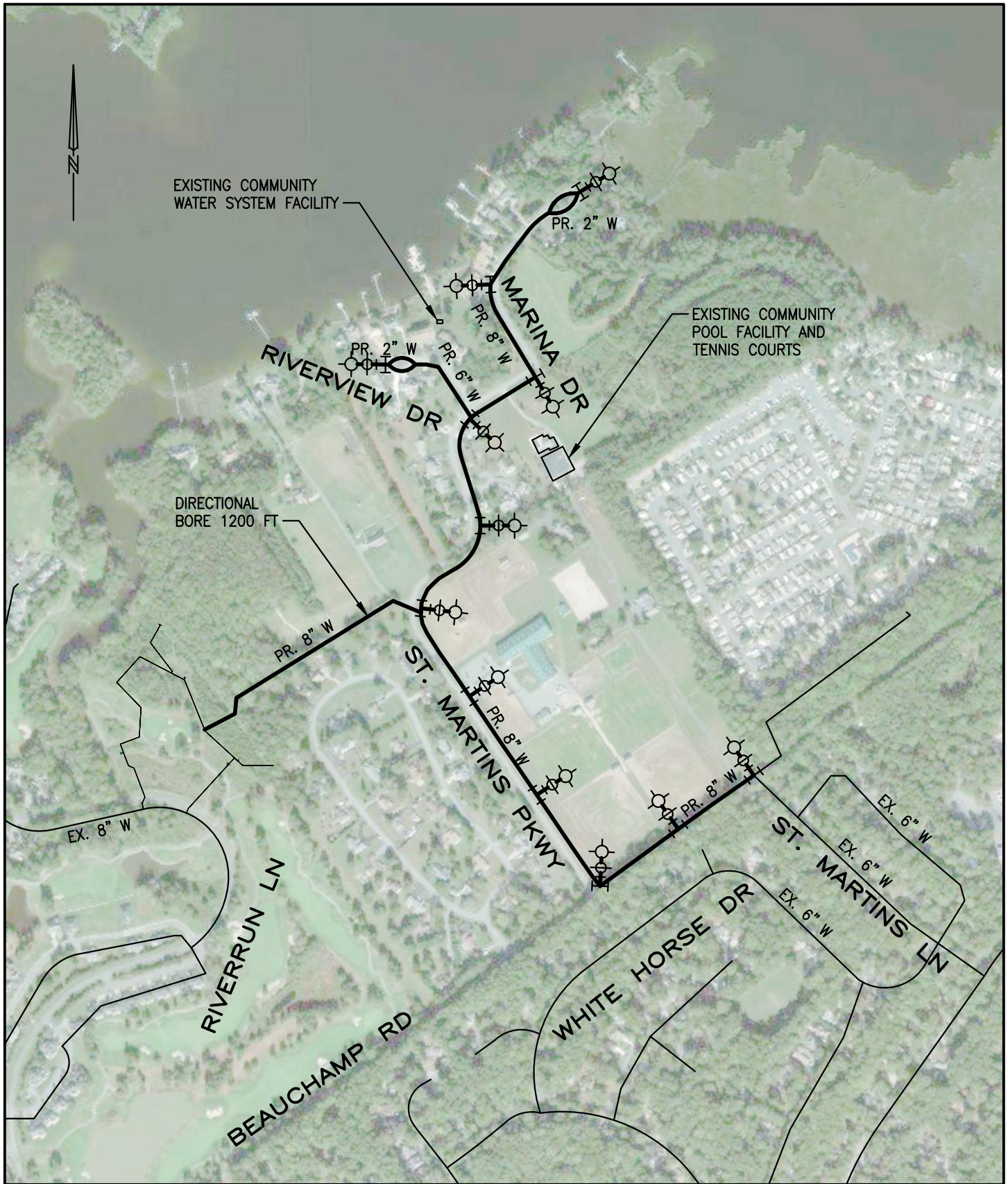
A detailed cost estimate is provided in Appendix H. A breakdown of the annual operations and maintenance costs are shown in Appendix I.

Table 5.8: Alternative IV Cost Estimate

Parameter	Cost
Construction	\$1,183,455.00
Construction Contingency	\$118,345.50
Non-Construction Costs	\$244,191.00
Annual Operations and Maintenance	\$11,600.00

AO&M = (58 Conn/EDUs X ±\$200/year)

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SALISBURY, MARYLAND (410) 543-9091
 MILFORD, DELAWARE (302) 424-1441
 EASTON, MARYLAND (410) 770-4744

**SITE MAP FIGURE 5.4
 ST. MARTINS WATER SERVICE PROJECT
 BERLIN, WORCESTER COUNTY, MD**

Date: APRIL 2022	Scale: 1"=600'	Proj.No.: 0085D023
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e. ALTERNATIVE V – No action

i. Description

Alternative V is the “no action” alternative.

ii. Design Criteria

The “no action” alternative does not have any design criteria.

iii. Map

A map is not necessary for this alternative.

iv. Environmental Impacts

The “no action” alternative does not pose a threat for environmental impacts.

v. Land Requirements

No land will need to be purchased or acquired for this alternative.

vi. Potential Construction Problems

This section does not apply to this alternative.

vii. Sustainability Considerations

a) Water and Energy Efficiency

The nature of this alternative does not allow for efficiency.

b) Green Infrastructure

The nature of this alternative does not allow for any green infrastructure.

c) Other

This alternative does not have any other sustainability considerations.

viii. Cost Estimates

No additional costs would be seen by the Worcester County Public Works Department, Water and Wastewater Division if the Sanitary District does not extend their water service. Residents of the St. Martins by the Bay Community will continue to pay inflated operation and maintenances costs required to maintain their current system.

Table 5.9: Alternative V Cost Estimate

Parameter	Cost
Construction	\$0
Construction Contingency	\$0
Non-Construction Costs	\$0
Annual Operations and Maintenance	\$0

6) **SELECTION OF ALTERNATIVE**

a. **Life Cycle Cost Analysis**

Present worth cost analysis for the alternatives was completed using the following technique.

$$PW = PW_{\text{construction costs}} + PW_{\text{non-construction costs}} + PW_{\text{O\&M}} - PW_{\text{Salvage}}$$

$$PW_{\text{O\&M}} = A_{\text{O\&M}} \left(\frac{(1+i)^n - 1}{i(1+i)^n} \right)$$

$$PW_{\text{Salvage}} = \frac{F_{\text{Salvage}}}{(1+i)^n}$$

i. $PW = \text{present worth}$

$A = \text{annuity}$

$F = \text{future value}$

$i = \text{the real federal discount rate } (-0.3\%)$

$n = \text{the term of analysis (30 years)}$

The present worth of the alternatives is summarized in the table below.

Table 6.1: Present Worth Analysis

	Alternative I	Alternative II	Alternative III	Alternative IV	Alternative V
Present Worth of Construction Costs ($PW_{\text{Construction Costs}}$)	\$1,026,333.00	\$995,841.00	\$1,085,989.00	\$1,301,801.00	\$0
Present Worth of Non-Construction Costs ($PW_{\text{Non-construction costs}}$)	\$194,106.00	\$188,562.00	\$204,953.00	\$244,191.00	\$0
Annuity of O&M ($A_{\text{O\&M}}$)	\$11,600.00	\$11,600.00	\$11,600.00	\$11,300.00	\$0
Present Worth of O&M ($PW_{\text{O\&M}}$)	\$0	\$0	\$0	\$0	\$0
Future Value of Salvage (F_{Salvage})	\$0	\$0	\$0	\$0	\$0
Present Worth of Salvage (PW_{Salvage})	\$0	\$0	\$0	\$0	\$0
Total Present Worth (PW)	\$1,585,151.91	\$1,549,115.91	\$1,655,654.91	\$1,910,704.91	\$0

Based on the above present worth analysis, Alternative II would be the recommended option. Alternative I is a close second and should be considered based on the above present worth analysis.

b. Non-Monetary Factors

Non-monetary factors such as improving the flows and water quality to the surrounding areas and shortening the length of dead-end runs within the proposed system, thus reducing the probability of stale water and inadequate residual chlorine levels, support Alternative IV as the recommended alternative. Alternative III should be noted as the recommended 'non-looping' option due to the proposed extension being tied into an existing 8-inch water main as opposed to a 6-inch water main. This will help improve flow and water quality.

7) PROPOSED PROJECT (RECOMMENDED ALTERNATIVE)

a. Preliminary Project Design

The recommended alternative is Alternative IV, tie into existing 6-inch water main at the Intersection of St. Martins Lane and Beauchamp Road. Additionally, extension will be tied into existing 8-inch watermain located off River Run Lane. The improvement of the existing water distribution system as a whole and providing potable water service and fire flow protection to the St. Martins by the Bay community deems it the recommended alternative. This alternative will improve the water quality and flows for the surrounding areas due to the creation of a loop in the distribution system owned and operated by the Worcester County Department of Public Works, Water and Wastewater Division.

The proposed 8-inch water main will run along the ditch of Beauchamp Road, north along St. Martins Parkway and terminating at two points, one on Riverview Drive, and one on Marina Drive. Additionally, the proposed water main will be connected via 1200 ft of directional boring to the 8-inch water main off River Run Lane. The proposed water main will be 8-inch except along Riverview Drive which will be a 6-inch main, and the two loops at the end of Riverview Drive and Marina Drive which will be 2" looped water main with a blow-off hydrant located at the terminal points.

The proposed preliminary project design is provided in Figure 5.4.

b. Project Schedule

Table 7.1: Project Schedule

Project Task	Timeframe
Design and Permitting	10 Months
Bidding and Award	4 Months
Construction	8 Months

c. Permit Requirements

The project will require multiple permits including but not limited to various agencies within the Maryland Department of the Environment (MDE) including the Wetlands and Waterways, Water/Wastewater construction permits, Worcester County Soil Conservation District, Worcester County Public Works Department, and the Critical Area Commission. Upon acquisition of all permits, the project will receive final approval from Worcester County and all funding agencies prior to bidding and construction.

d. Sustainability Considerations

i. Water and Energy Efficiency

Energy efficiency will be accomplished with this alternative as the project will allow for the elimination of the St. Martins water system well and treatment system, which will be replaced by the county's existing water supply and treatment systems.

ii. Green Infrastructure

By centralizing the water supply and treatment systems the county should realize some minor energy savings and chemical cost savings through the resulting economy of scale. For pavement restoration and/or repairs, the use of recycled asphalt within the pavement and utilization of recycled millings as a road base will be further reviewed during final design to determine feasibility.

iii. Other

This alternative provides the opportunity to provide water with higher flows and pressures for fire protection within the St. Martins by the Bay subdivision. This option will improve the flows and water qualities of surrounding communities by looping the existing water distribution system.

e. Annual Operating Budget

i. Income

The system will be owned and operated by Worcester County Department of Public Works, Water and Wastewater Division. The County currently charges residents in the ocean pines communities \$200 per year for water services. It is anticipated that the County will charge its standard monthly fees that would recuperate the debt service for the system as well as any additional assessment as determined by the overall costs associated with the installation of necessary infrastructure which would be unknown until the final costs and full funding package is realized. With the proposed area adding 58 EDU's, at the current user rate, the County would anticipate increasing cash flow by \$11,600 per year. With the anticipated total costs associated with Alternative IV being calculated at \$1,545,991.50, it is anticipated that an increase in existing rates above the \$200 per year may be required for the residents in the expansion area.

ii. Annual O&M Costs

Any additional operation and maintenance costs created by this project will be covered by the metered usage fees paid for by the users. The County will not bear any significant additional operation and maintenance costs from this project. See Appendix I for the latest completed O&M data for the County.

iii. Debt Repayments

Based on the funds required to design, permit, bid, and construct the recommended alternative, the annual debt service for this project would be \$56,179.90 assuming a USDA municipal 40-year loan at an interest rate of 2% and no grants provided for the project. This would calculate to approximately \$968.62 per EDU per year. Should any grants be provided, the debt service will be less.

iv. Reserves

Debt Service Reserve

To be determined based on funding options available.

Short-Lived Asset Reserve

Short lived assets for the project would include replacement of service meters, meter boxes, hydrants, and blow-offs.

Table 7.2: Short-Lived Assets

Description	Qty.	Unit Price	Total Cost	Replacement Period (Years)	Annual Cost
Service Meters	33	\$2,500	\$82,500	15	\$5,500.00
Meter Boxes	33	\$2,500	\$82,500	15	\$5,500.00
Hydrants	10	\$7,000	\$70,000	20	\$3,500.00
Blow-offs	2	\$7,000	\$14,000	20	\$700.00
Total Annual Reserve Amount					\$15,200.00

v. Short-Lived Assets

The short-lived assets for the recommended alternative would primarily consists of residential meters, meter boxes, hydrants, and blow offs. These would include the service meters, corresponding meter boxes, hydrants installed on approximately 500ft intervals, and the two blow-offs at the ends of the proposed water line. These costs are projected to add up to \$15,200 annually.

8) CONCLUSIONS AND RECOMMENDATIONS

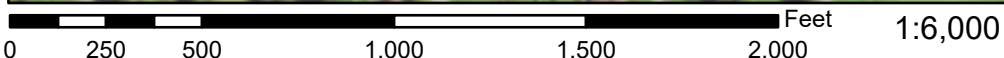
Based on consideration of the alternatives listed above, this report recommends Alternative IV to extend the existing water distribution system to service the St. Martins by the Bay community with potable water and fire flow protection. It is recommended that the proposed extension should be connected to the existing system at two points, the 6-inch water main on the intersection of Beauchamp Road and St. Martins Lane, and the 8-inch water main off River Run Lane. This will create a loop in the system improving water quality and maximizing system flows and pressures for the St. Martin Community and the surrounding areas already serviced by the county. An 8-inch watermain would be installed the entire length of St. Martins Parkway, and most of Marina Drive. A 6-inch main would be installed along Riverview Drive and two 2" water mains will be looped at the end of Riverview Drive and Marina Drive. Fire hydrants would be installed at approximately 500 ft intervals. A blow-off hydrant would be installed at the extremity of both 2" water main loops.

Appendix A
FEMA Flood Maps

National Flood Hazard Layer FIRMMette



75°10'25"W 38°24'25"N



Basemap: USGS National Map: Orthoimagery: Data refreshed October, 2020

Legend

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

<p>SPECIAL FLOOD HAZARD AREAS</p>	<p>Without Base Flood Elevation (BFE) <i>Zone A, V, A99</i></p> <p>With BFE or Depth <i>Zone AE, AO, AH, VE, AR</i></p> <p>Regulatory Floodway</p>
<p>OTHER AREAS OF FLOOD HAZARD</p>	<p>0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile <i>Zone X</i></p> <p>Future Conditions 1% Annual Chance Flood Hazard <i>Zone X</i></p> <p>Area with Reduced Flood Risk due to Levee. See Notes. <i>Zone X</i></p> <p>Area with Flood Risk due to Levee <i>Zone D</i></p>
<p>OTHER AREAS</p>	<p>NO SCREEN Area of Minimal Flood Hazard <i>Zone X</i></p> <p>Effective LOMRs</p> <p>Area of Undetermined Flood Hazard <i>Zone D</i></p>
<p>GENERAL STRUCTURES</p>	<p>Channel, Culvert, or Storm Sewer</p> <p>Levee, Dike, or Floodwall</p>
<p>OTHER FEATURES</p>	<p>20.2 Cross Sections with 1% Annual Chance Water Surface Elevation</p> <p>17.5 Coastal Transect</p> <p>Base Flood Elevation Line (BFE)</p> <p>Limit of Study</p> <p>Jurisdiction Boundary</p> <p>Coastal Transect Baseline</p> <p>Profile Baseline</p> <p>Hydrographic Feature</p>
<p>MAP PANELS</p>	<p>Digital Data Available</p> <p>No Digital Data Available</p> <p>Unmapped</p>

N

The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.

This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards

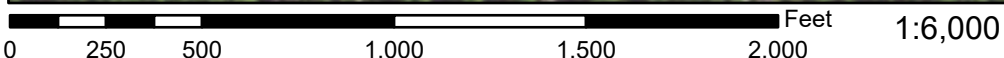
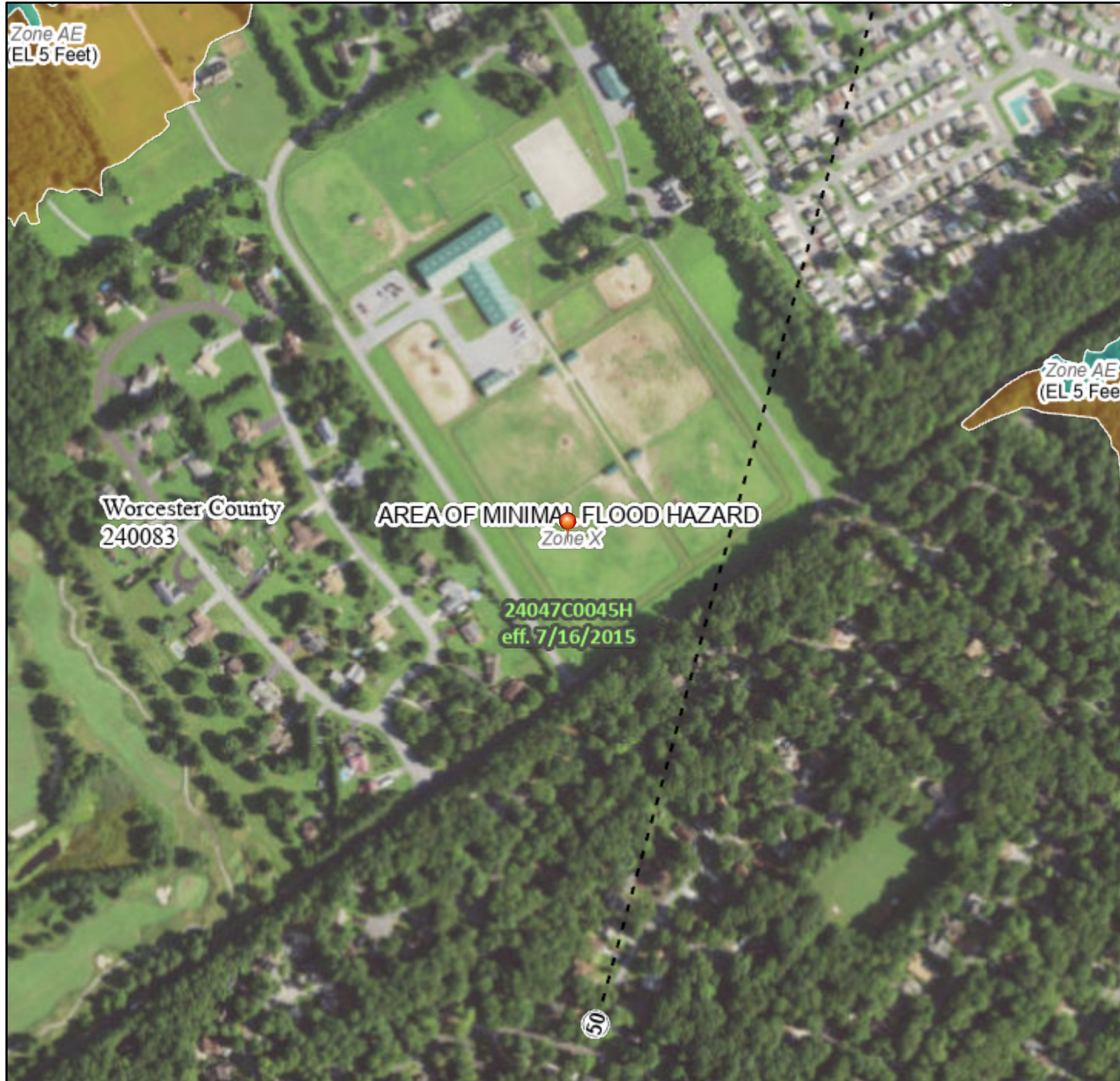
The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on 6/18/2021 at 4:01 PM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.

National Flood Hazard Layer FIRMMette



75°10'19"W 38°24'11"N



75°9'42"W 38°23'43"N

Basemap: USGS National Map: Orthoimagery: Data refreshed October, 2020

Legend

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

SPECIAL FLOOD HAZARD AREAS		Without Base Flood Elevation (BFE) Zone A, V, A99
		With BFE or Depth Zone AE, AO, AH, VE, AR
		Regulatory Floodway
OTHER AREAS OF FLOOD HAZARD		0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile Zone X
		Future Conditions 1% Annual Chance Flood Hazard Zone X
		Area with Reduced Flood Risk due to Levee. See Notes. Zone X
		Area with Flood Risk due to Levee Zone D
OTHER AREAS		NO SCREEN Area of Minimal Flood Hazard Zone X
		Effective LOMRs
GENERAL STRUCTURES		Area of Undetermined Flood Hazard Zone D
		Channel, Culvert, or Storm Sewer
OTHER FEATURES		Levee, Dike, or Floodwall
		20.2 Cross Sections with 1% Annual Chance
		17.5 Water Surface Elevation
		Coastal Transect
		Base Flood Elevation Line (BFE)
		Limit of Study
		Jurisdiction Boundary
MAP PANELS		Coastal Transect Baseline
		Profile Baseline
		Hydrographic Feature
		Digital Data Available
		No Digital Data Available
		Unmapped
		The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.



This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on 6/18/2021 at 4:03 PM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

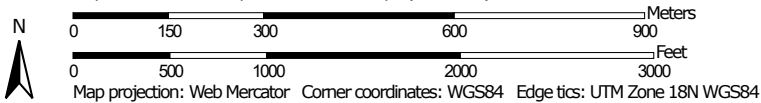
This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.

Appendix B
USDA Soil Map

Soil Map—Worcester County, Maryland



Map Scale: 1:11,900 if printed on A landscape (11" x 8.5") sheet.



MAP LEGEND

Area of Interest (AOI)

 Area of Interest (AOI)




















Soils




 Soil Map Unit Polygons

 Soil Map Unit Lines


 Soil Map Unit Points

Special Point Features






-  Blowout
-  Borrow Pit
-  Clay Spot
-  Closed Depression
-  Gravel Pit
-  Gravelly Spot
-  Landfill
-  Lava Flow
-  Marsh or swamp
-  Mine or Quarry
-  Miscellaneous Water
-  Perennial Water
-  Rock Outcrop
-  Saline Spot
-  Sandy Spot
-  Severely Eroded Spot
-  Sinkhole
-  Slide or Slip
-  Sodic Spot

-  Spoil Area
-  Stony Spot
-  Very Stony Spot
-  Wet Spot
-  Other
-  Special Line Features

Water Features

 Streams and Canals

Transportation

-  Rails
-  Interstate Highways
-  US Routes
-  Major Roads
-  Local Roads

Background

 Aerial Photography

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:12,000.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service
 Web Soil Survey URL:
 Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Worcester County, Maryland
 Survey Area Data: Version 18, Jun 11, 2020

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Dec 31, 2009—Jun 27, 2017

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

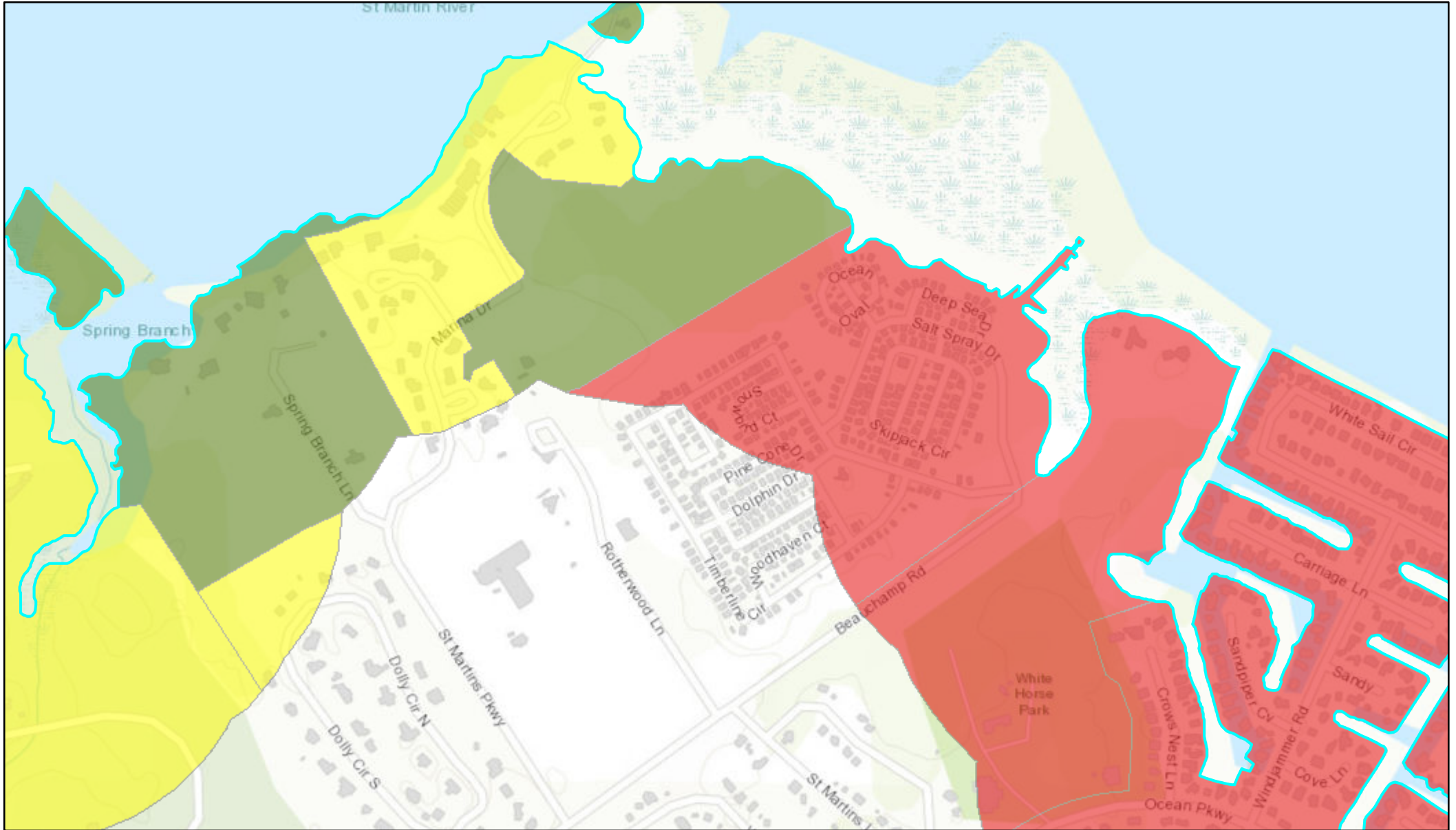
Map Unit Legend

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
BX	Boxiron and Broadkill soils, 0 to 2 percent slopes, very frequently flooded, tidal	3.1	0.5%
CeA	Cedartown-Rosedale complex, 0 to 2 percent slopes	17.4	3.0%
CeB	Cedartown-Rosedale complex, 2 to 5 percent slopes	4.4	0.8%
EvB	Evesboro loamy sand, 2 to 5 percent slopes	3.6	0.6%
FadA	Fallsington sandy loams, 0 to 2 percent slopes, Northern Tidewater Area	33.9	5.8%
FmB	Fort Mott loamy sand, 2 to 5 percent slopes	1.2	0.2%
HbA	Hambrook sandy loam, 0 to 2 percent slopes	76.9	13.2%
HbB	Hambrook sandy loam, 2 to 5 percent slopes	8.8	1.5%
KeA	Kentuck silt loam	1.1	0.2%
KsB	Klej loamy sand, 2 to 5 percent slopes	1.1	0.2%
LO	Longmarsh and Indiantown soils, 0 to 1 percent slopes, frequently flooded	3.7	0.6%
MpA	Mattapex fine sandy loam, 0 to 2 percent slopes	5.9	1.0%
NnA	Nassawango fine sandy loam, 0 to 2 percent slopes	4.1	0.7%
OtA	Othello silt loams, 0 to 2 percent slopes, Northern Tidewater Area	2.7	0.5%
RoA	Rosedale loamy sand, 0 to 2 percent slopes	19.2	3.3%
RoB	Rosedale loamy sand, 2 to 5 percent slopes	6.4	1.1%
RuA	Runclint loamy sand, 0 to 2 percent slopes	15.7	2.7%
RuB	Runclint loamy sand, 2 to 5 percent slopes	3.2	0.5%
SadA	Sassafras sandy loam, 0 to 2 percent slopes, Northern Tidewater Area	14.4	2.5%
SadB	Sassafras sandy loam, 2 to 5 percent slopes, Northern Tidewater Area	3.1	0.5%












Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
SuA	Sunken mucky silt loam, 0 to 2 percent slopes, occasionally flooded, tidal	3.9	0.7%
TP	Transquaking and Mispillion soils, 0 to 1 percent slopes, very frequently flooded, tidal	25.9	4.4%
UwB	Urban land-Udorthents complex, 0 to 5 percent slopes	43.4	7.4%
UzB	Udorthents, loamy, 0 to 5 percent slopes	50.3	8.6%
W	Water	122.5	21.0%
WddA	Woodstown sandy loam, 0 to 2 percent slopes, Northern Tidewater Area	85.8	14.7%
WddB	Woodstown sandy loam, 2 to 5 percent slopes, Northern Tidewater Area	9.2	1.6%
Za	Zekiah sandy loam, frequently flooded	11.8	2.0%
Totals for Area of Interest		582.8	100.0%

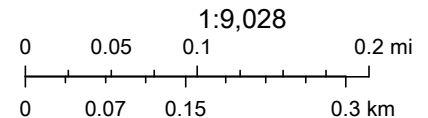
Appendix C
Critical Area Map

MERLIN Maryland's Environmental Resources and Land Information Network



7/22/2021, 11:26:43 AM

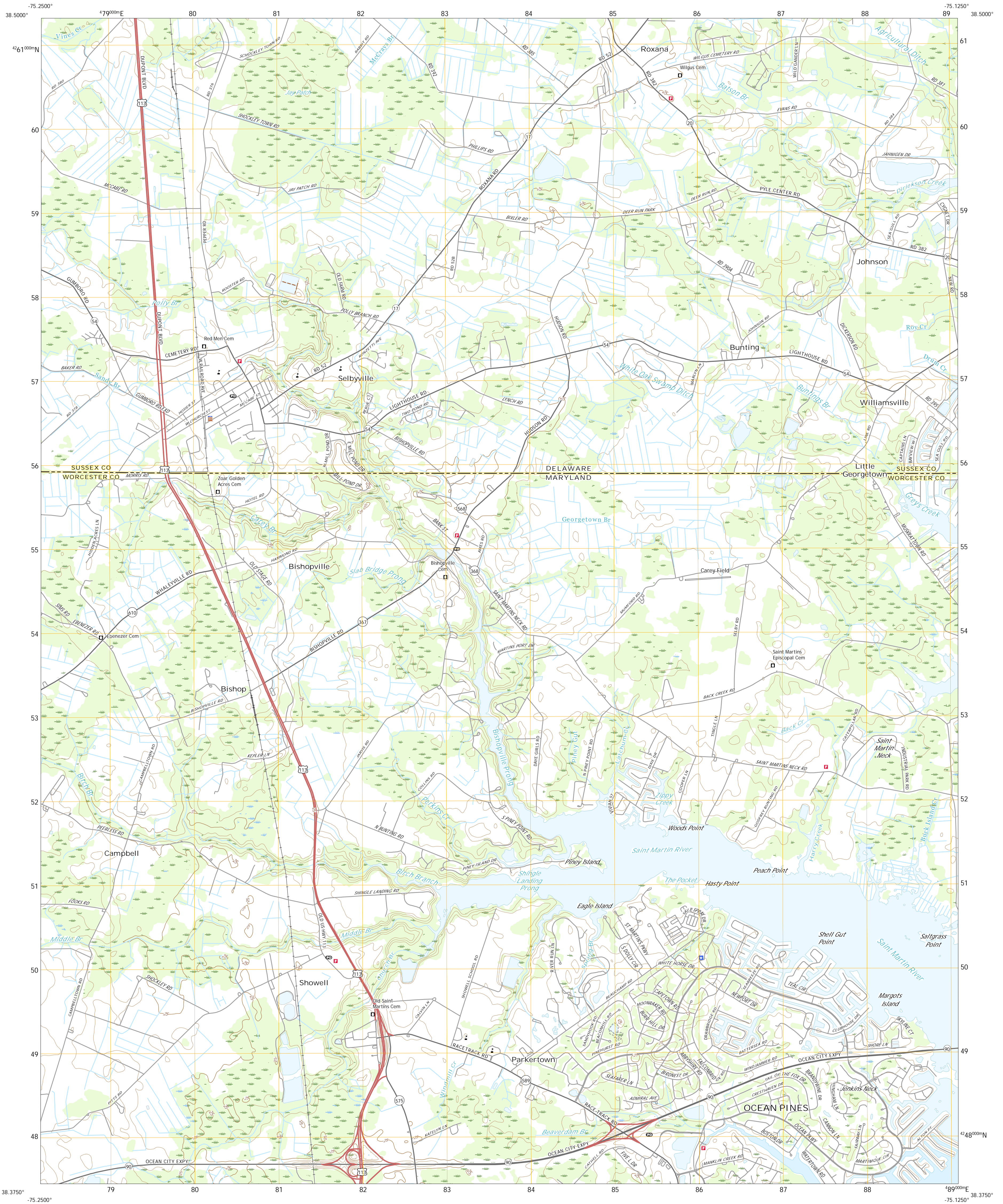
- | | | | |
|--|--|--|--|
|  State Boundary Mask |  Intensely Developed Area | Critical Areas Towns |  Wetland Area |
| Critical Areas Counties |  Limited Development Area |  Intensely Developed Area | |
|  Corporate Limit |  Resource Conservation Area |  Limited Development Area | |
|  Federal Lands |  Wetland Area |  Resource Conservation Area | |



MD iMAP, DNR, MDP, CBCAC, Anne Arundel County, Baltimore City, Baltimore County, Caroline County, Calvert County, Cecil County, Charles County, Dorchester County, Harford County, Kent County, Prince George's County, Queen Anne's County, St. Mary's County, Somerset County, Talbot County,

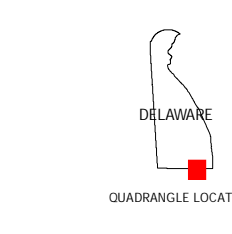
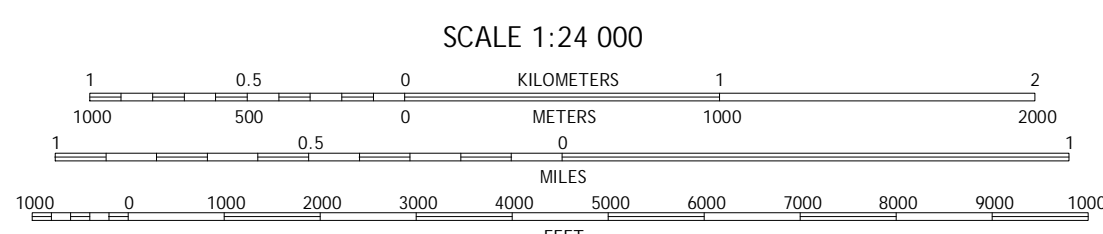
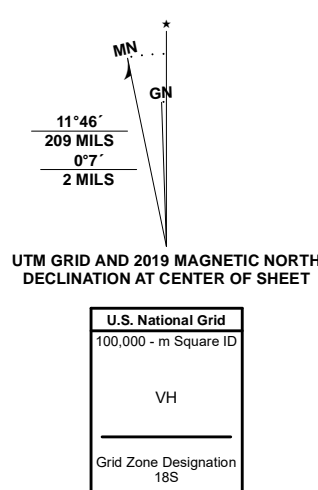
Maryland Department of Natural Resources

Appendix D
USGS Quad Map



Produced by the United States Geological Survey
North American Datum of 1983 (NAD83)
World Geodetic System of 1984 (WGS84) Projection and
1 000-meter grid/Universal Transverse Mercator, Zone 18S
This map is not a legal document. Boundaries may be
generalized for this map scale. Private lands within government
reservations may not be shown. Obtain permission before
entering private lands.

Imagery: NAIP, August 2015 - September 2017
Roads: U.S. Census Bureau, 2016
Names: GNS, 1979 - 2019
Hydrography: National Hydrography Dataset, 1899 - 2018
Contours: National Elevation Dataset, 1999 - 2013
Boundaries: Multiple sources; see metadata file 2017 - 2018
Wetlands: FWS National Wetlands Inventory 1990 - 2011



1	2	3
4	5	6
7	8	

ADJOINING QUADRANGLES

ROAD CLASSIFICATION

	Expressway		Local Connector
	Secondary Hwy		Local Road
	Ramp		4WD
	Interstate Route		US Route
	State Route		

- 1 Millsboro
- 2 Frankford
- 3 Bethany Beach
- 4 Whiteville
- 5 Assawoman Bay
- 6 Ninopin Branch
- 7 Berlin
- 8 Ocean City



Appendix E
Maryland Department of Planning Historical and Projected
Total Population for Maryland Jurisdictions – Annualized
Growth Rates December 2020

Historical and Projected Total Population for Maryland's Jurisdictions

(December 2020)

	<u>Census</u> <u>1970</u>	<u>Census</u> <u>1980</u>	<u>Census</u> <u>1990</u>	<u>Census</u> <u>2000</u>	<u>Census</u> <u>2010</u>	<u>2015</u>	<u>2020</u>	<u>2025</u>	<u>2030</u>	<u>2035</u>	<u>2040</u>	<u>2045</u>
MARYLAND	3,923,897	4,216,933	4,780,753	5,296,486	5,773,552	5,982,810	6,074,750	6,244,980	6,413,690	6,588,760	6,739,410	6,873,330
BALTIMORE REGION	<u>2,071,016</u>	<u>2,173,989</u>	<u>2,348,219</u>	<u>2,512,431</u>	<u>2,662,691</u>	<u>2,737,380</u>	<u>2,762,890</u>	<u>2,814,290</u>	<u>2,864,350</u>	<u>2,914,680</u>	<u>2,964,210</u>	<u>3,001,930</u>
Anne Arundel County	298,042	370,775	427,239	489,656	537,656	562,870	582,880	595,010	608,990	620,350	632,200	645,190
Baltimore County	620,409	655,615	692,134	754,292	805,029	827,770	830,310	838,560	846,590	858,920	873,130	883,980
Carroll County	69,006	96,356	123,372	150,897	167,134	167,550	169,000	171,700	174,150	177,490	180,800	184,150
Harford County	115,378	145,930	182,132	218,590	244,826	250,030	257,680	264,870	271,860	280,560	289,220	294,250
Howard County	62,394	118,572	187,328	247,842	287,085	313,350	327,990	344,150	356,860	364,640	368,830	369,220
Baltimore City	905,787	786,741	736,014	651,154	620,961	615,810	595,030	600,000	605,900	612,720	620,030	625,140
WASHINGTON SUBURBAN REGION	<u>1,269,455</u>	<u>1,358,916</u>	<u>1,635,788</u>	<u>1,870,133</u>	<u>2,068,582</u>	<u>2,183,270</u>	<u>2,227,910</u>	<u>2,299,000</u>	<u>2,366,330</u>	<u>2,439,900</u>	<u>2,497,070</u>	<u>2,548,340</u>
Frederick County	84,927	114,792	150,208	195,277	233,385	245,000	264,780	285,690	300,580	316,360	329,150	341,130
Montgomery County	522,809	579,053	757,027	873,341	971,777	1,032,270	1,051,990	1,087,290	1,124,790	1,167,700	1,197,150	1,223,340
Prince George's County	661,719	665,071	728,553	801,515	863,420	906,000	911,140	926,020	940,960	955,840	970,770	983,870
SOUTHERN MARYLAND REGION	<u>115,748</u>	<u>167,284</u>	<u>228,500</u>	<u>281,320</u>	<u>340,439</u>	<u>357,630</u>	<u>373,000</u>	<u>393,970</u>	<u>413,630</u>	<u>432,740</u>	<u>450,800</u>	<u>469,430</u>
Calvert County	20,682	34,638	51,372	74,563	88,737	90,650	93,310	96,050	97,900	98,740	99,160	99,550
Charles County	47,678	72,751	101,154	120,546	146,551	155,790	164,540	174,220	184,470	194,850	205,290	215,980
St. Mary's County	47,388	59,895	75,974	86,211	105,151	111,200	115,150	123,700	131,260	139,150	146,350	153,900
WESTERN MARYLAND REGION	<u>209,349</u>	<u>220,124</u>	<u>224,477</u>	<u>236,699</u>	<u>252,614</u>	<u>252,250</u>	<u>251,560</u>	<u>258,540</u>	<u>267,300</u>	<u>276,010</u>	<u>283,770</u>	<u>291,750</u>
Allegany County	84,044	80,548	74,946	74,930	75,087	72,650	70,660	71,400	72,150	72,900	73,560	74,200
Garrett County	21,476	26,490	28,138	29,846	30,097	29,600	29,100	29,700	30,250	30,510	30,760	31,000
Washington County	103,829	113,086	121,393	131,923	147,430	150,000	151,800	157,440	164,900	172,600	179,450	186,550
UPPER EASTERN SHORE REGION	<u>131,322</u>	<u>151,380</u>	<u>180,726</u>	<u>209,295</u>	<u>239,951</u>	<u>240,980</u>	<u>244,820</u>	<u>254,230</u>	<u>266,620</u>	<u>280,630</u>	<u>292,490</u>	<u>304,390</u>
Caroline County	19,781	23,143	27,035	29,772	33,066	32,890	33,660	35,550	37,700	40,000	42,200	44,500
Cecil County	53,291	60,430	71,347	85,951	101,108	102,400	103,100	106,100	112,050	119,200	125,450	131,550
Kent County	16,146	16,695	17,842	19,197	20,197	19,600	19,700	20,400	20,900	21,350	21,800	22,250
Queen Anne's County	18,422	25,508	33,953	40,563	47,798	48,480	50,810	53,430	56,320	59,530	62,040	64,650
Talbot County	23,682	25,604	30,549	33,812	37,782	37,600	37,550	38,750	39,650	40,550	41,000	41,440
LOWER EASTERN SHORE REGION	<u>127,007</u>	<u>145,240</u>	<u>163,043</u>	<u>186,608</u>	<u>209,275</u>	<u>211,300</u>	<u>214,570</u>	<u>224,950</u>	<u>235,460</u>	<u>244,800</u>	<u>251,070</u>	<u>257,490</u>
Dorchester County	29,405	30,623	30,236	30,674	32,618	32,250	32,110	33,850	35,160	36,400	37,300	38,240
Somerset County	18,924	19,188	23,440	24,747	26,470	25,710	25,760	26,750	27,450	28,100	28,310	28,500
Wicomico County	54,236	64,540	74,339	84,644	98,733	101,950	104,200	109,400	115,700	120,650	124,650	128,800
Worcester County	24,442	30,889	35,028	46,543	51,454	51,400	52,500	54,950	57,150	59,650	60,810	61,950

Projections for the Baltimore Region based on Round 9A from the Baltimore Metropolitan Council of Government's Cooperative Forecasting Committee.

Projections for the Washington Suburban Region based on Round 9.1A of the Metropolitan Washington Council of Governments Cooperative Forecasting Committee.

Prepared by the Maryland Department of Planning, Projections and State Data Center, December 2020

Historical and Projected Total Population for Maryland's Jurisdictions - Annualized Growth Rates
(December 2020)

	1970- <u>1980</u>	1980- <u>1990</u>	1990- <u>2000</u>	2000- <u>2010</u>	2010- <u>2015</u>	2015- <u>2020</u>	2020- <u>2025</u>	2025- <u>2030</u>	2030- <u>2035</u>	2035- <u>2040</u>	2040 <u>2045</u>
MARYLAND	0.72%	1.26%	1.03%	0.87%	0.71%	0.31%	0.55%	0.53%	0.54%	0.45%	0.39%
BALTIMORE REGION	<u>0.49%</u>	<u>0.77%</u>	<u>0.68%</u>	<u>0.58%</u>	<u>0.55%</u>	<u>0.19%</u>	<u>0.37%</u>	<u>0.35%</u>	<u>0.35%</u>	<u>0.34%</u>	<u>0.25%</u>
Anne Arundel County	2.21%	1.43%	1.37%	0.94%	0.92%	0.70%	0.41%	0.47%	0.37%	0.38%	0.41%
Baltimore County	0.55%	0.54%	0.86%	0.65%	0.56%	0.06%	0.20%	0.19%	0.29%	0.33%	0.25%
Carroll County	3.39%	2.50%	2.03%	1.03%	0.05%	0.17%	0.32%	0.28%	0.38%	0.37%	0.37%
Harford County	2.38%	2.24%	1.84%	1.14%	0.42%	0.60%	0.55%	0.52%	0.63%	0.61%	0.35%
Howard County	6.63%	4.68%	2.84%	1.48%	1.77%	0.92%	0.97%	0.73%	0.43%	0.23%	0.02%
Baltimore City	-1.40%	-0.66%	-1.22%	-0.47%	-0.17%	-0.68%	0.17%	0.20%	0.22%	0.24%	0.16%
WASHINGTON SUBURBAN REGION	<u>0.68%</u>	<u>1.87%</u>	<u>1.35%</u>	<u>1.01%</u>	<u>1.09%</u>	<u>0.41%</u>	<u>0.63%</u>	<u>0.58%</u>	<u>0.61%</u>	<u>0.46%</u>	<u>0.41%</u>
Frederick County	3.06%	2.73%	2.66%	1.80%	0.98%	1.56%	1.53%	1.02%	1.03%	0.80%	0.72%
Montgomery County	1.03%	2.72%	1.44%	1.07%	1.22%	0.38%	0.66%	0.68%	0.75%	0.50%	0.43%
Prince George's County	0.05%	0.92%	0.96%	0.75%	0.97%	0.11%	0.32%	0.32%	0.31%	0.31%	0.27%
SOUTHERN MARYLAND REGION	<u>3.75%</u>	<u>3.17%</u>	<u>2.10%</u>	<u>1.93%</u>	<u>0.99%</u>	<u>0.85%</u>	<u>1.10%</u>	<u>0.98%</u>	<u>0.91%</u>	<u>0.82%</u>	<u>0.81%</u>
Calvert County	5.29%	4.02%	3.80%	1.76%	0.43%	0.58%	0.58%	0.38%	0.17%	0.08%	0.08%
Charles County	4.32%	3.35%	1.77%	1.97%	1.23%	1.10%	1.15%	1.15%	1.10%	1.05%	1.02%
St. Mary's County	2.37%	2.41%	1.27%	2.01%	1.12%	0.70%	1.44%	1.19%	1.17%	1.01%	1.01%
WESTERN MARYLAND REGION	<u>0.50%</u>	<u>0.20%</u>	<u>0.53%</u>	<u>0.65%</u>	<u>-0.03%</u>	<u>-0.05%</u>	<u>0.55%</u>	<u>0.67%</u>	<u>0.64%</u>	<u>0.56%</u>	<u>0.56%</u>
Allegany County	-0.42%	-0.72%	0.00%	0.02%	-0.66%	-0.55%	0.21%	0.21%	0.21%	0.18%	0.17%
Garrett County	2.12%	0.61%	0.59%	0.08%	-0.33%	-0.34%	0.41%	0.37%	0.17%	0.16%	0.16%
Washington County	0.86%	0.71%	0.84%	1.12%	0.35%	0.24%	0.73%	0.93%	0.92%	0.78%	0.78%
UPPER EASTERN SHORE REGION	<u>1.43%</u>	<u>1.79%</u>	<u>1.48%</u>	<u>1.38%</u>	<u>0.09%</u>	<u>0.32%</u>	<u>0.76%</u>	<u>0.96%</u>	<u>1.03%</u>	<u>0.83%</u>	<u>0.80%</u>
Caroline County	1.58%	1.57%	0.97%	1.05%	-0.11%	0.46%	1.10%	1.18%	1.19%	1.08%	1.07%
Cecil County	1.27%	1.67%	1.88%	1.64%	0.25%	0.14%	0.58%	1.10%	1.24%	1.03%	0.95%
Kent County	0.33%	0.67%	0.73%	0.51%	-0.60%	0.10%	0.70%	0.49%	0.43%	0.42%	0.41%
Queen Anne's County	3.31%	2.90%	1.79%	1.65%	0.28%	0.94%	1.01%	1.06%	1.11%	0.83%	0.83%
Talbot County	0.78%	1.78%	1.02%	1.12%	-0.10%	-0.03%	0.63%	0.46%	0.45%	0.22%	0.21%
LOWER EASTERN SHORE REGION	<u>1.35%</u>	<u>1.16%</u>	<u>1.36%</u>	<u>1.15%</u>	<u>0.19%</u>	<u>0.31%</u>	<u>0.95%</u>	<u>0.92%</u>	<u>0.78%</u>	<u>0.51%</u>	<u>0.51%</u>
Dorchester County	0.41%	-0.13%	0.14%	0.62%	-0.23%	-0.09%	1.06%	0.76%	0.70%	0.49%	0.50%
Somerset County	0.14%	2.02%	0.54%	0.68%	-0.58%	0.04%	0.76%	0.52%	0.47%	0.15%	0.13%
Wicomico County	1.75%	1.42%	1.31%	1.55%	0.64%	0.44%	0.98%	1.13%	0.84%	0.65%	0.66%
Worcester County	2.37%	1.27%	2.88%	1.01%	-0.02%	0.42%	0.92%	0.79%	0.86%	0.39%	0.37%

Projections for the Baltimore Region based on Round 9A from the Baltimore Metropolitan Council of Government's Cooperative Forecasting Committee.
 Projections for the Washington Suburban Region based on Round 9.1A of the Metropolitan Washington Council of Governments Cooperative Forecasting Committee.
 Prepared by the Maryland Department of Planning, Projections and State Data Center, December 2020


Appendix F
2010 & 2020 U.S. Census Data

QuickFacts

Ocean Pines CDP, Maryland; Worcester County, Maryland


QuickFacts provides statistics for all states and counties, and for cities and towns with a *population of 5,000 or more*.


Table

Population	Ocean Pines CDP, Maryland	Worcester County, Maryland
Population, Census, April 1, 2020	12,145	52,460
 PEOPLE		
Population		
Population estimates, July 1, 2019, (V2019)	X	52,276
Population estimates base, April 1, 2010, (V2019)	X	51,448
Population, percent change - April 1, 2010 (estimates base) to July 1, 2019, (V2019)	X	1.6%
Population, Census, April 1, 2020	12,145	52,460
Population, Census, April 1, 2010	11,710	51,454

About datasets used in this table

Value Notes

 Estimates are not comparable to other geographic levels due to methodology differences that may exist between different data sources.

Some estimates presented here come from sample data, and thus have sampling errors that may render some apparent differences between geographies statistically indistinguishable. Click the Quick Info  icon to the row in TABLE view to learn about sampling error.

The vintage year (e.g., V2019) refers to the final year of the series (2010 thru 2019). *Different vintage years of estimates are not comparable.*

Fact Notes

- (a) Includes persons reporting only one race
- (c) Economic Census - Puerto Rico data are not comparable to U.S. Economic Census data
- (b) Hispanics may be of any race, so also are included in applicable race categories

Value Flags

- Either no or too few sample observations were available to compute an estimate, or a ratio of medians cannot be calculated because one or both of the median estimates falls in the lowest or upper in open ended distribution.
- F Fewer than 25 firms
- D Suppressed to avoid disclosure of confidential information
- N Data for this geographic area cannot be displayed because the number of sample cases is too small.
- FN Footnote on this item in place of data
- X Not applicable
- S Suppressed; does not meet publication standards
- NA Not available
- Z Value greater than zero but less than half unit of measure shown

QuickFacts data are derived from: Population Estimates, American Community Survey, Census of Population and Housing, Current Population Survey, Small Area Health Insurance Estimates, Small Area Income and F Estimates, State and County Housing Unit Estimates, County Business Patterns, Nonemployer Statistics, Economic Census, Survey of Business Owners, Building Permits.

CONNECT WITH US



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Appendix G
Water & Energy Audit



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

June 10, 2021

Ms. Diana Kremer
Natural Resource Planner III
Maryland Department of the Environment
Water Supply Program
Montgomery Park Business Center
1800 Washington Blvd, STE 450
Baltimore, Maryland 21230-1708

Re: Annual Water Audit

Dear Ms. Kremer,

Enclosed is the annual water audit for the Ocean Pines water system, PWSID# 023-0005. If you need any further information please call Joe Serman, Water Superintendent at 410-641-5251 ext. 2413.

Sincerely,

William Gary Serman
Operations Manager

cc: John Ross
Dallas Baker Jr.

APPENDIX B

ANNUAL WATER AUDIT SUMMARY

SYSTEM INFORMATION

SYSTEM NAME: Ocean Pines

SYSTEM ID: 023-0005

WATER AUDIT INFORMATION

- A. Total Water Produced (Line 3): 422,230,000 gallons
- B. Total Lost or Unmeasured Water (line 3 – (line 4 + line 5+ line 6)) or (Line 7 + Line 8): 92,470,000 gallons
- C. Percentage of Water Lost or Unmeasured to Total Water Produced (line 9 / line 3): 7.53%

Note: If greater than 10 percent, a water loss reduction plan should be prepared.

WATER AUDITOR

Name of person completing this report: William Gary Serman

Audit time period: 1/1/20 to 12/31/20

Signature:  Date Completed: 6/10/21

Phone Number: 410-641-5251 E-mail Address: gserman@co.worcester.md.us

Please mail this summary page, the worksheet, and supporting documents to:

Maryland Department of the Environment
Water Supply Program
1800 Washington Boulevard, Ste. 450
Baltimore, Maryland 21230-1708

For questions, please call (410) 537-3702

Appendix H

Cost Estimates

St. Martin Water Service PER
Budgetary Cost Estimate (Alternative #1)
DBF# 0085D023
November 17, 2021

Item	Units	Quantity	Unit Price	Totals
8" Water Main Unpaved	LF	3590	\$60.00	\$215,400.00
8" Water Main Paved	LF	1000	\$100.00	\$100,000.00
6" Water Main	LF	380	\$50.00	\$19,000.00
2" Water Main	LF	620	\$20.00	\$12,400.00
1" Water Service and Meter Pit	LS	1	\$170,000.00	\$170,000.00
2" Water Service and Meter Pit	LS	1	\$26,000.00	\$26,000.00
Connection to Existing System at St. Martins Lane	LS	1	\$10,000.00	\$10,000.00
Sediment Erosion & Control	LS	1	\$12,000.00	\$12,000.00
Hydrants	EA	12	\$7,000.00	\$84,000.00
Valves - 8"	EA	12	\$2,250.00	\$27,000.00
Valves - 6"	EA	1	\$2,000.00	\$2,000.00
Valves - 2"	EA	2	\$1,000.00	\$2,000.00
Eq. Dwelling Unit(EDU) Debt Service Payment	EA	58	\$3,000.00	\$174,000.00
Future Capital Improvement(FCI) Fee	EA	58	\$600.00	\$34,800.00
			Mobilization @ 5%	\$44,430.00
			Sub-Total	\$933,030.00
			Surveying, Engineering & Permitting @ 10%	\$93,303.00
			Construction Admin. & Inspection @ 10%	\$93,303.00
			Contingency and Easements @ 10%	\$93,303.00
			Bond Closing	\$7,500.00
			TOTAL	\$1,220,439.00

St. Martin Water Service PER
Budgetary Cost Estimate (Alternative #2)
DBF# 0085D023
November 17, 2021

Item	Units	Quantity	Unit Price	Totals
8" Water Main Unpaved	LF	3200	\$60.00	\$192,000.00
8" Water Main Paved	LF	1000	\$100.00	\$100,000.00
6" Water Main	LF	380	\$50.00	\$19,000.00
2" Water Main	LF	620	\$20.00	\$12,400.00
Directional Bore	LF	30	\$375.00	\$11,250.00
1" Water Service and Meter Pit	LS	1	\$170,000.00	\$170,000.00
2" Water Service and Meter Pit	LS	1	\$26,000.00	\$26,000.00
Connection to Existing System off White Horse Drive	LS	1	\$5,000.00	\$5,000.00
Sediment Erosion & Control	LS	1	\$12,000.00	\$12,000.00
Hydrants	EA	11	\$7,000.00	\$77,000.00
Valves - 8"	EA	11	\$2,250.00	\$24,750.00
Valves - 6"	EA	1	\$2,000.00	\$2,000.00
Valves - 2"	EA	2	\$1,000.00	\$2,000.00
Eq. Dwelling Unit(EDU) Debt Service Payment	EA	58	\$3,000.00	\$174,000.00
Future Capital Improvement(FCI) Fee	EA	58	\$600.00	\$34,800.00
			Mobilization @ 5%	\$43,110.00
			Sub-Total	\$905,310.00
			Surveying, Engineering & Permitting @ 10%	\$90,531.00
			Construction Admin. & Inspection @ 10%	\$90,531.00
			Contingency and Easements @ 10%	\$90,531.00
			Bond Closing	\$7,500.00
			TOTAL	\$1,184,403.00

St. Martin Water Service PER
Budgetary Cost Estimate (Alternative #3)
DBF# 0085D023
November 17, 2021

Item	Units	Quantity	Unit Price	Totals
8" Water Main Unpaved	LF	1280	\$60.00	\$76,800.00
8" Water Main Paved	LF	1000	\$100.00	\$100,000.00
6" Water Main	LF	380	\$50.00	\$19,000.00
2" Water Main	LF	620	\$20.00	\$12,400.00
Directional Bore	LF	1200	\$200.00	\$240,000.00
1" Water Service and Meter Pit	LS	1	\$170,000.00	\$170,000.00
2" Water Service and Meter Pit	LS	1	\$26,000.00	\$26,000.00
Connection to Existing Sytem at River Run	LS	1	\$7,500.00	\$7,500.00
Sediment Erosion & Control	LS	1	\$12,000.00	\$12,000.00
Hydrants	EA	7	\$7,500.00	\$52,500.00
Valves - 8"	EA	5	\$2,250.00	\$11,250.00
Valves - 6"	EA	1	\$2,000.00	\$2,000.00
Valves - 2"	EA	2	\$1,000.00	\$2,000.00
Eq. Dwelling Unit(EDU) Debt Service Payment	EA	58	\$3,000.00	\$174,000.00
Future Capital Improvement(FCI) Fee	EA	58	\$600.00	\$34,800.00
			Mobilization @ 5%	\$47,012.50
			Sub-Total	\$987,262.50
			Surveying, Engineering & Permitting @ 10%	\$98,726.25
			Construction Admin. & Inspection @ 10%	\$98,726.25
			Contingency and Easements @ 10%	\$98,726.25
			Bond Closing	\$7,500.00
			TOTAL	\$1,290,941.25

St. Martin Water Service PER
Budgetary Cost Estimate (Alternative #4)
DBF# 0085D023
November 17, 2021

Item	Units	Quantity	Unit Price	Totals
8" Water Main Unpaved	LF	3590	\$60.00	\$215,400.00
8" Water Main Paved	LF	1000	\$100.00	\$100,000.00
6" Water Main	LF	380	\$50.00	\$19,000.00
2" Water Main	LF	620	\$20.00	\$12,400.00
Directional Bore	LF	1200	\$200.00	\$240,000.00
1" Water Service and Meter Pit	LS	1	\$170,000.00	\$170,000.00
2" Water Service and Meter Pit	LS	1	\$26,000.00	\$26,000.00
Connection to Existing System at St. Martins Lane	LS	1	\$10,000.00	\$10,000.00
Connection to Existing Sytem at River Run	LS	1	\$7,500.00	\$7,500.00
Sediment Erosion & Control	LS	1	\$12,000.00	\$12,000.00
Hydrants	EA	12	\$7,000.00	\$84,000.00
Valves - 8"	EA	8	\$2,250.00	\$18,000.00
Valves - 6"	EA	1	\$2,000.00	\$2,000.00
Valves - 2"	EA	2	\$1,000.00	\$2,000.00
Eq. Dwelling Unit(EDU) Debt Service Payment	EA	58	\$3,000.00	\$174,000.00
Future Capital Improvement(FCI) Fee	EA	58	\$600.00	\$34,800.00
			Mobilization @ 5%	\$56,355.00
			Sub-Total	\$1,183,455.00
			Surveying, Engineering & Permitting @ 10%	\$118,345.50
			Construction Admin. & Inspection @ 10%	\$118,345.50
			Contingency and Easements @ 10%	\$118,345.50
			Bond Closing	\$7,500.00
			TOTAL	\$1,545,991.50

Appendix I
Annual Operation and Maintenance Costs

WORCESTER COUNTY, MARYLAND

COMBINING SCHEDULE OF FUND NET POSITION - OPERATING FUNDS

DEPARTMENT OF WATER AND WASTEWATER SERVICES

June 30, 2020

	West Ocean City <u>S.A.</u>	Ocean Pines <u>S.A.</u>	Newark Service <u>Area</u>	Briddletown Service <u>Area</u>	Shared Facilities	Edgewater Acres <u>S.A.</u>
ASSETS						
Current assets:						
Cash and short-term investments	\$2,068,790	\$ (362,696)	\$(221,137)	\$ 16,539	\$43,354	\$(11,893)
Accounts receivable - usage billings	394,820	1,751,886	38,612	5,525	120	56,406
Total current assets	2,463,610	1,389,190	(182,525)	22,064	43,474	44,513
Capital assets:						
Land and land rights	47,037	63,319	4,527	-	-	-
Water and sewer systems	10,731,393	48,166,538	1,480,788	341,349	-	94,806
Machinery and equipment	-	3,260,860	-	-	-	81,156
Construction-in-progress	223,250	386,696	228,042	-	-	-
	11,001,680	51,877,413	1,713,357	341,349	-	175,962
Less: accumulated depreciation	(9,111,295)	(25,978,113)	(793,837)	(272,083)	-	(140,983)
	1,890,385	25,899,300	919,520	69,266	-	34,979
Total assets	4,353,995	27,288,490	736,995	91,330	43,474	79,492
LIABILITIES						
Current liabilities:						
Accounts payable and accrued expenses	18,036	324,659	7,075	3,413	-	14,255
Interfund payable	-	870,354	(10,062)	-	-	-
Total current liabilities	18,036	1,195,013	(2,987)	3,413	-	14,255
Other liabilities:						
Compensated absences	7,084	131,678	2,629	703	-	1,610
Due to other funds	909	530,665	10,122	680	784	4,090
Total other liabilities	7,993	662,343	12,751	1,383	784	5,700
Total liabilities	26,029	1,857,356	9,764	4,796	784	19,955
NET POSITION						
Unrestricted net position	\$4,327,966	\$25,431,134	\$ 727,231	\$ 86,534	\$42,690	\$ 59,537

Assateague Pointe <u>S.A.</u>	River Run <u>S.A.</u>	Mystic Harbour <u>S.A.</u>	Lighthouse Sound <u>S.A.</u>	Riddle Farm <u>S.A.</u>	The Landings <u>S.A.</u>	Support Groups	Total
\$ 340,659	\$ 355,402	\$ (136,253)	\$ 153,827	\$ (908,222)	\$ (209,818)	\$ 186,640	\$ 1,315,192
64,859	30,745	313,090	25,671	807,549	79,975	-	3,569,258
405,518	386,147	176,837	179,498	(100,673)	(129,843)	186,640	4,884,450
-	-	-	-	-	-	-	114,883
1,159,451	-	20,666,059	-	20,710,263	9,140,609	-	112,491,256
-	128,233	474,023	-	-	-	1,377,755	5,322,027
-	-	-	-	269,960	-	-	1,107,948
1,159,451	128,233	21,140,082	-	20,980,223	9,140,609	1,377,755	119,036,114
(1,007,206)	(128,235)	(3,567,194)	-	(6,829,091)	(3,034,585)	(1,076,049)	(51,938,671)
152,245	(2)	17,572,888	-	14,151,132	6,106,024	301,706	67,097,443
557,763	386,145	17,749,725	179,498	14,050,459	5,976,181	488,346	71,981,893
6,112	5,155	146,924	2,600	60,745	8,095	21,149	618,217
47,338	-	(1,298,656)	-	10,816	-	-	(380,210)
53,450	5,155	(1,151,732)	2,600	71,561	8,095	21,149	238,007
2,599	1,008	10,701	1,131	3,578	2,038	-	164,760
2,761	4,004	29,562	2,719	598,091	200,537	165,802	1,550,726
5,360	5,012	40,263	3,850	601,669	202,575	165,802	1,715,486
58,810	10,167	(1,111,469)	6,450	673,230	210,670	186,951	1,953,493
\$ 498,953	\$ 375,978	\$18,861,194	\$ 173,048	\$13,377,229	\$ 5,765,511	\$ 301,395	\$70,028,400

WORCESTER COUNTY, MARYLAND

COMBINING SCHEDULE OF FUND NET POSITION - CAPITAL PROJECTS FUNDS
DEPARTMENT OF WATER AND WASTEWATER SERVICES

June 30, 2020

	West Ocean City <u>S.A.</u>	Ocean Pines <u>S.A.</u>	Oyster Harbor <u>S.A.</u>	Newark Service <u>Area</u>
ASSETS				
Current assets:				
Cash and short-term investments	\$ 44,948	\$ 6,665,235	\$ 8,832	\$ 5,077
Accounts receivable - EDU	-	1,393,944	63,317	25,776
Interfund receivable	-	870,354	25,289	-
Total current assets	44,948	8,929,533	97,438	30,853
Other assets:				
Long-term EDU receivable	-	6,935,580	-	163,448
Construction-in-progress	-	-	-	-
Total other assets	-	6,935,580	-	163,448
Total assets	44,948	15,865,113	97,438	194,301
LIABILITIES				
Current liabilities:				
Interfund payable	-	-	-	10,062
Due to other funds	-	-	50,350	-
Bonds payable - current portion	-	1,122,433	-	19,443
Accrued bond interest payable	-	133,685	-	838
Total current liabilities	-	1,256,118	50,350	30,343
Other liabilities:				
Unearned revenue	-	7,985,068	50,350	182,892
Due to General Fund	-	-	-	-
Bonds payable	-	7,666,845	-	163,449
Total other liabilities	-	15,651,913	50,350	346,341
Total liabilities	-	16,908,031	100,700	376,684
NET POSITION				
Unrestricted net position (deficit)	\$ 44,948	\$ (1,042,918)	\$ (3,262)	\$ (182,383)

Mystic Harbour <u>S.A.</u>	Snug Harbor <u>S.A.</u>	Riddle Farm <u>S.A.</u>	<u>Total</u>
\$ 2,760,850	\$ -	\$ 254,855	\$ 9,739,797
374,372	41,112	16,289	1,914,810
-	47,338	10,816	953,797
<hr/> 3,135,222	<hr/> 88,450	<hr/> 281,960	<hr/> 12,608,404
9,295,240	152,649	205,000	16,751,917
-	-	-	-
<hr/> 9,295,240	<hr/> 152,649	<hr/> 205,000	<hr/> 16,751,917
<hr/> 12,430,462	<hr/> 241,099	<hr/> 486,960	<hr/> 29,360,321
1,323,945	-	-	1,334,007
-	-	-	50,350
264,548	31,630	12,421	1,450,475
16,870	2,097	3,896	157,386
<hr/> 1,605,363	<hr/> 33,727	<hr/> 16,317	<hr/> 2,992,218
9,482,641	184,279	215,000	18,100,230
-	-	-	-
<hr/> 10,304,577	<hr/> 152,649	<hr/> 235,872	<hr/> 18,523,392
<hr/> 19,787,218	<hr/> 336,928	<hr/> 450,872	<hr/> 36,623,622
<hr/> 21,392,581	<hr/> 370,655	<hr/> 467,189	<hr/> 39,615,840
<hr/> <hr/> \$ (8,962,119)	<hr/> <hr/> \$ (129,556)	<hr/> <hr/> \$ 19,771	<hr/> <hr/> \$ (10,255,519)

WORCESTER COUNTY, MARYLAND
SCHEDULE OF REVENUES AND EXPENSES
BUDGET AND ACTUAL - OPERATING FUNDS
DEPARTMENT OF WATER AND WASTEWATER SERVICES
Year Ended June 30, 2020

	<u>West Ocean City Service Area</u>			<u>Ocean Pines Service Area</u>		
	Original/ Final <u>Budget</u>	<u>Actual</u>	Variance with Final <u>Budget</u>	Original/ Final <u>Budget</u>	<u>Actual</u>	Variance with Final <u>Budget</u>
OPERATING REVENUES:						
Charges for service	\$1,420,000	\$1,489,387	\$ 69,387	\$7,231,665	\$ 7,234,928	\$ 3,263
Interest and penalties	19,000	13,002	(5,998)	83,000	68,129	(14,871)
Other revenue	-	3,747	3,747	143,000	711,144	568,144
Total operating revenues	1,439,000	1,506,136	67,136	7,457,665	8,014,201	556,536
OPERATING EXPENSES:						
Personnel services	200,435	127,053	73,382	3,627,937	3,250,631	377,306
Supplies and materials	24,974	24,627	347	490,189	535,250	(45,061)
Maintenance and services	930,718	829,620	101,098	2,145,747	2,039,247	106,500
Other charges	17,802	18,011	(209)	97,264	85,347	11,917
Interfund charges	111,917	112,152	(235)	468,230	468,083	147
Total operating expenses	1,285,846	1,111,463	174,383	6,829,367	6,378,558	450,809
Operating income (loss) before depreciation	153,154	394,673	241,519	628,298	1,635,643	1,007,345
Depreciation	-	284,695	(284,695)	-	1,529,798	(1,529,798)
Net operating income (loss)	153,154	109,978	(43,176)	628,298	105,845	(522,453)
NONOPERATING REVENUES (EXPENSES):						
Transfer from (to) reserves	211,846	-	(211,846)	(235,398)	-	235,398
Transfer from (to) other funds	-	-	-	-	-	-
Sale of capital assets	-	-	-	-	-	-
Operating grants	-	-	-	-	-	-
Interest income	15,000	19,129	4,129	-	33	33
Net nonoperating revenues (expenses)	226,846	19,129	(207,717)	(235,398)	33	235,431
Net income (loss)	\$ 380,000	\$ 129,107	\$(250,893)	\$ 392,900	\$ 105,878	\$(287,022)
OTHER BUDGETED EXPENDITURES:						
Capital outlay	\$ (380,000)			\$ (392,900)		
Total other budgeted expenditures	(380,000)			(392,900)		
Budgeted net income (loss)	\$ -			\$ -		

<u>Newark Service Area</u>			<u>Bridgetown Service Area</u>			<u>Edgewater Acres Service Area</u>		
Original/ Final <u>Budget</u>	<u>Actual</u>	Variance with Final <u>Budget</u>	Original/ Final <u>Budget</u>	<u>Actual</u>	Variance with Final <u>Budget</u>	Original/ Final <u>Budget</u>	<u>Actual</u>	Variance with Final <u>Budget</u>
\$ 134,910	\$ 207,094	\$ 72,184	\$ 12,769	\$ 13,293	\$ 524	\$228,100	\$ 228,951	\$ 851
2,500	2,199	(301)	550	459	(91)	2,000	1,534	(466)
24,000	24,553	553	-	133	133	875	864	(11)
161,410	233,846	72,436	13,319	13,885	566	230,975	231,349	374
78,436	87,303	(8,867)	7,966	5,635	2,331	43,947	48,579	(4,632)
16,448	6,073	10,375	976	833	143	4,159	3,453	706
43,413	94,790	(51,377)	32,031	28,059	3,972	167,084	162,227	4,857
1,476	1,128	348	333	185	148	2,117	1,984	133
5,800	5,797	3	1,345	1,358	(13)	11,451	11,458	(7)
145,573	195,091	(49,518)	42,651	36,070	6,581	228,758	227,701	1,057
15,837	38,755	22,918	(29,332)	(22,185)	7,147	2,217	3,648	1,431
-	28,716	(28,716)	-	11,296	(11,296)	-	4,370	(4,370)
15,837	10,039	(5,798)	(29,332)	(33,481)	(4,149)	2,217	(722)	(2,939)
(15,837)	-	15,837	1,332	-	(1,332)	(2,217)	-	2,217
-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-
-	-	-	28,000	28,000	-	-	-	-
-	-	-	-	-	-	-	-	-
(15,837)	-	15,837	29,332	28,000	(1,332)	(2,217)	-	2,217
\$ -	\$ 10,039	\$ 10,039	\$ -	\$ (5,481)	\$ (5,481)	\$ -	\$ (722)	\$ (722)
\$ -			\$ -			\$ -		
-			-			-		
\$ -			\$ -			\$ -		

WORCESTER COUNTY, MARYLAND
SCHEDULE OF REVENUES AND EXPENSES
BUDGET AND ACTUAL - OPERATING FUNDS
DEPARTMENT OF WATER AND WASTEWATER SERVICES
 Year Ended June 30, 2020
 (CONTINUED)

	<u>Assateague Pointe Service Area</u>			<u>River Run Service Area</u>		
	Original/ Final <u>Budget</u>	<u>Actual</u>	Variance with Final <u>Budget</u>	Original/ Final <u>Budget</u>	<u>Actual</u>	Variance with Final <u>Budget</u>
OPERATING REVENUES:						
Charges for service	\$ 255,610	\$ 259,593	\$ 3,983	\$ 172,070	\$ 188,876	\$ 16,806
Interest and penalties	4,000	2,178	(1,822)	500	425	(75)
Other revenue	-	8,134	8,134	-	643	643
<u>Total operating revenues</u>	<u>259,610</u>	<u>269,905</u>	<u>10,295</u>	<u>172,570</u>	<u>189,944</u>	<u>17,374</u>
OPERATING EXPENSES:						
Personnel services	98,474	94,753	3,721	59,314	51,308	8,006
Supplies and materials	26,450	23,142	3,308	17,348	11,080	6,268
Maintenance and services	101,668	125,514	(23,846)	92,667	100,579	(7,912)
Other charges	5,959	5,019	940	1,558	1,569	(11)
Interfund charges	29,387	29,415	(28)	9,198	9,194	4
<u>Total operating expenses</u>	<u>261,938</u>	<u>277,843</u>	<u>(15,905)</u>	<u>180,085</u>	<u>173,730</u>	<u>6,355</u>
Operating income (loss) before depreciation	(2,328)	(7,938)	(5,610)	(7,515)	16,214	23,729
Depreciation	-	79,004	(79,004)	-	1,006	(1,006)
<u>Net operating income (loss)</u>	<u>(2,328)</u>	<u>(86,942)</u>	<u>(84,614)</u>	<u>(7,515)</u>	<u>15,208</u>	<u>22,723</u>
NONOPERATING REVENUES (EXPENSES):						
Transfer from (to) reserves	2,328	-	(2,328)	7,515	-	(7,515)
Transfer from (to) other funds	-	-	-	-	-	-
Sale of capital assets	-	-	-	-	-	-
Operating grants	-	-	-	-	-	-
Interest income	-	-	-	-	-	-
<u>Net nonoperating revenues (expenses)</u>	<u>2,328</u>	<u>-</u>	<u>(2,328)</u>	<u>7,515</u>	<u>-</u>	<u>(7,515)</u>
<u>Net income (loss)</u>	<u>\$ -</u>	<u>\$ (86,942)</u>	<u>\$ (86,942)</u>	<u>\$ -</u>	<u>\$ 15,208</u>	<u>\$ 15,208</u>
OTHER BUDGETED EXPENDITURES:						
Capital outlay	\$ -			\$ -		
<u>Total other budgeted expenditures</u>	<u>-</u>			<u>-</u>		
<u>Budgeted net income (loss)</u>	<u>\$ -</u>			<u>\$ -</u>		

<u>Mystic Harbour Service Area</u>			<u>Lighthouse Sound Service Area</u>			<u>Riddle Farm Service Area</u>		
Original/ Final <u>Budget</u>	<u>Actual</u>	Variance with Final <u>Budget</u>	Original/ Final <u>Budget</u>	<u>Actual</u>	Variance with Final <u>Budget</u>	Original/ Final <u>Budget</u>	<u>Actual</u>	Variance with Final <u>Budget</u>
\$ 1,207,080	\$ 1,392,401	\$ 185,321	\$ 99,840	\$ 100,055	\$ 215	\$558,320	\$ 785,370	\$ 227,050
15,000	12,528	(2,472)	700	999	299	5,000	5,117	117
-	484,997	484,997	-	1,513	1,513	-	12,846	12,846
<u>1,222,080</u>	<u>1,889,926</u>	<u>667,846</u>	<u>100,540</u>	<u>102,567</u>	<u>2,027</u>	<u>563,320</u>	<u>803,333</u>	<u>240,013</u>
474,604	444,273	30,331	47,784	57,882	(10,098)	256,453	300,148	(43,695)
221,070	198,127	22,943	12,083	8,194	3,889	72,497	78,582	(6,085)
579,632	665,794	(86,162)	31,937	28,314	3,623	236,604	421,111	(184,507)
18,896	16,644	2,252	1,225	539	686	5,319	17,964	(12,645)
89,296	89,116	180	3,362	3,395	(33)	22,579	22,599	(20)
<u>1,383,498</u>	<u>1,413,954</u>	<u>(30,456)</u>	<u>96,391</u>	<u>98,324</u>	<u>(1,933)</u>	<u>593,452</u>	<u>840,404</u>	<u>(246,952)</u>
(161,418)	475,972	637,390	4,149	4,243	94	(30,132)	(37,071)	(6,939)
-	600,300	(600,300)	-	-	-	-	555,967	(555,967)
<u>(161,418)</u>	<u>(124,328)</u>	<u>37,090</u>	<u>4,149</u>	<u>4,243</u>	<u>94</u>	<u>(30,132)</u>	<u>(593,038)</u>	<u>(562,906)</u>
191,418	-	(191,418)	(4,149)	-	4,149	65,132	-	(65,132)
-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-
-	97	97	-	-	-	-	526	526
<u>191,418</u>	<u>97</u>	<u>(191,321)</u>	<u>(4,149)</u>	<u>-</u>	<u>4,149</u>	<u>65,132</u>	<u>526</u>	<u>(64,606)</u>
<u>\$ 30,000</u>	<u>\$ (124,231)</u>	<u>\$ (154,231)</u>	<u>\$ -</u>	<u>\$ 4,243</u>	<u>\$ 4,243</u>	<u>\$ 35,000</u>	<u>\$(592,512)</u>	<u>\$(627,512)</u>
<u>\$ (30,000)</u>			<u>\$ -</u>			<u>\$ (35,000)</u>		
<u>(30,000)</u>			<u>-</u>			<u>(35,000)</u>		
<u>\$ -</u>			<u>\$ -</u>			<u>\$ -</u>		

WORCESTER COUNTY, MARYLAND
SCHEDULE OF REVENUES AND EXPENSES
BUDGET AND ACTUAL - OPERATING FUNDS
DEPARTMENT OF WATER AND WASTEWATER SERVICES
Year Ended June 30, 2020
(CONTINUED)

	The Landings Service Area			Support Group		
	Original/ Final <u>Budget</u>	<u>Actual</u>	Variance with Final <u>Budget</u>	Original/ Final <u>Budget</u>	<u>Actual</u>	Variance with Final <u>Budget</u>
OPERATING REVENUES:						
Charges for service	\$ 313,180	\$ 314,869	\$ 1,689	\$ -	\$ -	\$ -
Interest and penalties	5,000	1,680	(3,320)	-	-	-
Other revenue	-	14,016	14,016	-	137,285	137,285
Total operating revenues	318,180	330,565	12,385	-	137,285	137,285
OPERATING EXPENSES:						
Personnel services	186,865	143,058	43,807	-	3,369	(3,369)
Supplies and materials	62,637	17,202	45,435	-	-	-
Maintenance and services	180,279	134,508	45,771	-	886	(886)
Other charges	3,002	1,611	1,391	-	-	-
Interfund charges	7,952	7,949	3	-	-	-
Total operating expenses	440,735	304,328	136,407	-	4,255	(4,255)
Operating income (loss) before depreciation	(122,555)	26,237	148,792	-	133,030	133,030
Depreciation	-	241,308	(241,308)	-	123,442	(123,442)
Net operating income (loss)	(122,555)	(215,071)	(92,516)	-	9,588	9,588
NONOPERATING REVENUES (EXPENSES):						
Transfer from (to) reserves	122,555	-	(122,555)	-	-	-
Transfer from (to) other funds	-	-	-	-	-	-
Sale of capital assets	-	-	-	-	-	-
Operating grants	-	-	-	-	-	-
Interest income	-	-	-	-	-	-
Net nonoperating revenues (expenses)	122,555	-	(122,555)	-	-	-
Net income (loss)	\$ -	\$ (215,071)	\$(215,071)	\$ -	\$ 9,588	\$ 9,588
OTHER BUDGETED EXPENDITURES:						
Capital outlay	\$ -			\$ -		
Total other budgeted expenditures	-			-		
Budgeted net income (loss)	\$ -			\$ -		

<u>Shared Facilities</u>			<u>Combined Totals</u>		
<u>Original/ Final Budget</u>	<u>Actual</u>	<u>Variance with Final Budget</u>	<u>Original/ Final Budget</u>	<u>Actual</u>	<u>Variance with Final Budget</u>
\$ -	\$ -	\$ -	\$ 11,633,544	\$ 12,214,817	\$ 581,273
-	-	-	137,250	108,250	(29,000)
-	16,562	16,562	167,875	1,416,437	1,248,562
-	16,562	16,562	11,938,669	13,739,504	1,800,835
-	635	(635)	5,082,215	4,614,627	467,588
-	-	-	948,831	906,563	42,268
-	5,625	(5,625)	4,541,780	4,636,274	(94,494)
-	-	-	154,951	150,001	4,950
-	-	-	760,517	760,516	1
-	6,260	(6,260)	11,488,294	11,067,981	420,313
-	10,302	10,302	450,375	2,671,523	2,221,148
-	-	-	-	3,459,902	(3,459,902)
-	10,302	10,302	450,375	(788,379)	(1,238,754)
-	-	-	344,525	-	(344,525)
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	28,000	28,000	-
-	-	-	15,000	19,785	4,785
-	-	-	387,525	47,785	(339,740)
\$ -	\$ 10,302	\$ 10,302	\$ 837,900	\$ (740,594)	\$ (1,578,494)
\$ -			\$ (837,900)		
-			(837,900)		
\$ -			\$ -		

WORCESTER COUNTY, MARYLAND
 COMBINING SCHEDULE OF REVENUES, EXPENSES AND CHANGES
 IN FUND NET POSITION - CAPITAL PROJECTS FUNDS
 DEPARTMENT OF WATER AND WASTEWATER SERVICES
 Year Ended June 30, 2020

	West Ocean City <u>S.A.</u>	Ocean Pines <u>S.A.</u>	Oyster Harbor <u>S.A.</u>	Newark Service <u>Area</u>
Revenues:				
Debt service revenue	\$ -	\$ 1,377,727	\$ 51,408	\$ 22,572
Other revenues	-	73,216	-	-
Total revenues	-	1,450,943	51,408	22,572
Operating income (loss)	-	1,450,943	51,408	22,572
Nonoperating income (expense):				
Interest on investments	739	93,835	430	7
Bond interest expense	(690)	(356,292)	(3,471)	(3,210)
Transfers from (to) other funds	-	-	-	-
Total nonoperating income (expense)	49	(262,457)	(3,041)	(3,203)
Change in net position	49	1,188,486	48,367	19,369
Net position (deficit), beginning	44,899	(2,231,404)	(51,629)	(201,752)
Net position (deficit), ending	\$ 44,948	\$ (1,042,918)	\$ (3,262)	\$ (182,383)

Mystic Harbour S.A.	Snug Harbor S.A.	Riddle Farm S.A.	Total
\$ 424,768	\$ 34,938	\$ 24,903	\$ 1,936,316
463,726	1,799	2,421	541,162
<hr/> 888,494	<hr/> 36,737	<hr/> 27,324	<hr/> 2,477,478
<hr/> 888,494	<hr/> 36,737	<hr/> 27,324	<hr/> 2,477,478
31,295	-	4,189	130,495
(270,727)	(2,465)	(9,354)	(646,209)
<hr/> -	<hr/> -	<hr/> -	<hr/> -
<hr/> (239,432)	<hr/> (2,465)	<hr/> (5,165)	<hr/> (515,714)
649,062	34,272	22,159	1,961,764
<hr/> (9,611,181)	<hr/> (163,828)	<hr/> (2,388)	<hr/> (12,217,283)
<hr/> <hr/> \$ (8,962,119)	<hr/> <hr/> \$ (129,556)	<hr/> <hr/> \$ 19,771	<hr/> <hr/> \$ (10,255,519)

WORCESTER COUNTY, MARYLAND
 SCHEDULE OF REVENUES, EXPENSES AND CHANGES IN FUND
 NET POSITION BY OPERATING FUND - BUDGET AND ACTUAL
 DEPARTMENT OF SOLID WASTE
 Year Ended June 30, 2020

	Original/ Final <u>Budget</u>	<u>Actual</u>	Variance with Final <u>Budget</u>
Operating revenues:			
Licenses and permits	\$ 6,000	\$ 4,275	\$ (1,725)
Stump, yard waste, and mulch revenue	35,000	59,008	24,008
Interest and penalties on overdue accounts	2,000	2,279	279
Interfund charges	432,746	432,746	-
Other revenue	255,500	43,791	(211,709)
Tipping fees	3,771,000	3,960,872	189,872
Total operating revenues	4,502,246	4,502,971	725
Total operating expenses	2,697,881	1,600,884	1,096,997
Operating income (loss) before depreciation	1,804,365	2,902,087	1,097,722
Depreciation	-	1,102,167	(1,102,167)
Operating income (loss)	1,804,365	1,799,920	(4,445)
Nonoperating income (expense):			
Interest on investments	500	63,550	63,050
Transfer to reserves	(884,365)	-	884,365
Contribution of capital assets	-	(2,582,957)	(2,582,957)
Interest expense	(920,500)	(272,311)	648,189
Total nonoperating income (expense)	(1,804,365)	(2,791,718)	(987,353)
Change in net position	\$ -	(991,798)	\$ (991,798)
Net position, beginning		1,935,388	
Net position, ending		\$ 943,590	

WORCESTER COUNTY, MARYLAND

COMBINING SCHEDULE OF FUND NET POSITION - OPERATING FUNDS

DEPARTMENT OF WATER AND WASTEWATER SERVICES

June 30, 2019

	West Ocean City <u>S.A.</u>	Ocean Pines <u>S.A.</u>	Newark Service <u>Area</u>	Briddletown Service <u>Area</u>	Shared Facilities	Edgewater Acres <u>S.A.</u>
ASSETS						
Current assets:						
Cash and short-term investments	\$1,777,869	\$ (704,945)	\$(151,399)	\$ 11,058	\$34,341	\$(26,806)
Accounts receivable - usage billings	399,079	1,725,969	35,801	4,819	111	58,059
Total current assets	2,176,948	1,021,024	(115,598)	15,877	34,452	31,253
Capital assets:						
Land and land rights	47,037	63,319	4,527	-	-	-
Water and sewer systems	10,731,393	47,891,265	1,480,788	341,349	-	94,806
Machinery and equipment	-	3,159,617	-	-	-	81,156
Construction-in-progress	144,451	-	112,769	-	-	-
	10,922,881	51,114,201	1,598,084	341,349	-	175,962
Less: accumulated depreciation	(8,826,600)	(24,448,315)	(765,121)	(260,787)	-	(136,613)
	2,096,281	26,665,886	832,963	80,562	-	39,349
Total assets	4,273,229	27,686,910	717,365	96,439	34,452	70,602
LIABILITIES						
Current liabilities:						
Accounts payable and accrued expenses	58,517	364,461	4,673	3,208	537	7,224
Interfund payable	-	1,647,884	(9,707)	-	-	-
Total current liabilities	58,517	2,012,345	(5,034)	3,208	537	7,224
Other liabilities:						
Compensated absences	6,890	126,783	2,496	695	-	1,537
Due to other funds	8,963	222,526	2,711	521	1,527	1,582
Total other liabilities	15,853	349,309	5,207	1,216	1,527	3,119
Total liabilities	74,370	2,361,654	173	4,424	2,064	10,343
NET POSITION						
Unrestricted net position	\$4,198,859	\$25,325,256	\$ 717,192	\$ 92,015	\$32,388	\$ 60,259

Assateague Pointe <u>S.A.</u>	River Run <u>S.A.</u>	Mystic Harbour <u>S.A.</u>	Lighthouse Sound <u>S.A.</u>	Riddle Farm <u>S.A.</u>	The Landings <u>S.A.</u>	Support Groups	Total
\$ 359,303	\$ 342,459	\$ 115,591	\$ 149,082	\$ (604,511)	\$ (232,148)	\$ 86,140	\$ 1,156,034
60,226	29,673	328,329	25,200	805,990	76,231	-	3,549,487
419,529	372,132	443,920	174,282	201,479	(155,917)	86,140	4,705,521
-	-	-	-	-	-	-	114,883
1,159,451	-	20,540,542	-	20,676,063	9,140,609	-	112,056,266
-	128,233	474,023	-	-	-	1,245,210	5,088,239
-	-	-	-	23,818	-	-	281,038
1,159,451	128,233	21,014,565	-	20,699,881	9,140,609	1,245,210	117,540,426
(928,201)	(127,228)	(2,966,894)	-	(6,273,125)	(2,793,277)	(952,608)	(48,478,769)
231,250	1,005	18,047,671	-	14,426,756	6,347,332	292,602	69,061,657
650,779	373,137	18,491,591	174,282	14,628,235	6,191,415	378,742	73,767,178
13,267	8,646	102,445	2,637	38,726	13,347	16,132	633,819
44,790	-	(628,894)	-	-	-	-	1,054,073
58,057	8,646	(526,449)	2,637	38,726	13,347	16,132	1,687,892
2,463	925	10,066	1,043	3,134	1,833	-	157,867
4,364	2,796	22,549	1,797	616,634	195,653	70,803	1,152,426
6,827	3,721	32,615	2,840	619,768	197,486	70,803	1,310,293
64,884	12,367	(493,834)	5,477	658,494	210,833	86,935	2,998,184
\$ 585,895	\$ 360,770	\$18,985,425	\$ 168,805	\$13,969,741	\$ 5,980,582	\$ 291,807	\$70,768,994

WORCESTER COUNTY, MARYLAND

COMBINING SCHEDULE OF FUND NET POSITION - CAPITAL PROJECTS FUNDS
DEPARTMENT OF WATER AND WASTEWATER SERVICES

June 30, 2019

	West Ocean City <u>S.A.</u>	Ocean Pines <u>S.A.</u>	Oyster Harbor <u>S.A.</u>	Newark Service <u>Area</u>
ASSETS				
Current assets:				
Cash and short-term investments	\$ 44,208	\$ 5,650,875	\$ 21,729	\$ 5,070
Accounts receivable - EDU	-	1,256,232	60,974	25,168
Interfund receivable	-	1,647,884	12,806	-
Total current assets	44,208	8,554,991	95,509	30,238
Other assets:				
Long-term EDU receivable	-	7,985,068	50,350	182,891
Construction-in-progress	-	-	-	-
Total other assets	-	7,985,068	50,350	182,891
Total assets	44,208	16,540,059	145,859	213,129
LIABILITIES				
Current liabilities:				
Interfund payable	-	-	-	9,707
Due to other funds	-	-	48,395	-
Bonds payable - current portion	(230)	982,959	-	19,231
Accrued bond interest payable	-	113,980	-	926
Total current liabilities	(230)	1,096,939	48,395	29,864
Other liabilities:				
Unearned revenue	-	8,897,865	98,745	202,124
Due to General Fund	-	-	50,348	-
Bonds payable	(461)	8,776,659	-	182,893
Total other liabilities	(461)	17,674,524	149,093	385,017
Total liabilities	(691)	18,771,463	197,488	414,881
NET POSITION				
Unrestricted net position (deficit)	\$ 44,899	\$ (2,231,404)	\$ (51,629)	\$ (201,752)

South Point <u>S.A.</u>	Sunset Village <u>S.A.</u>	Mystic Harbour <u>S.A.</u>	Snug Harbor <u>S.A.</u>	Riddle Farm <u>S.A.</u>	<u>Total</u>
\$ -	\$ -	\$ 1,766,793	\$ -	\$ 250,666	\$ 7,739,341
-	-	288,248	40,767	-	1,671,389
-	-	-	44,790	-	1,705,480
-	-	2,055,041	85,557	250,666	11,116,210
-	-	9,482,640	184,278	215,000	18,100,227
-	-	-	-	-	-
-	-	9,482,640	184,278	215,000	18,100,227
-	-	11,537,681	269,835	465,666	29,216,437
-	-	641,700	-	-	651,407
-	-	-	-	-	48,395
-	-	259,598	31,504	2,421	1,295,483
-	-	18,328	2,097	2,340	137,671
-	-	919,626	33,601	4,761	2,132,956
-	-	9,665,643	215,783	215,000	19,295,160
-	-	-	-	-	50,348
-	-	10,563,593	184,279	248,293	19,955,256
-	-	20,229,236	400,062	463,293	39,300,764
-	-	21,148,862	433,663	468,054	41,433,720
\$ -	\$ -	\$ (9,611,181)	\$ (163,828)	\$ (2,388)	\$ (12,217,283)

WORCESTER COUNTY, MARYLAND
SCHEDULE OF REVENUES AND EXPENSES
BUDGET AND ACTUAL - OPERATING FUNDS
DEPARTMENT OF WATER AND WASTEWATER SERVICES
Year Ended June 30, 2019

	<u>West Ocean City Service Area</u>			<u>Ocean Pines Service Area</u>		
	Original/ Final <u>Budget</u>	<u>Actual</u>	Variance with Final <u>Budget</u>	Original/ Final <u>Budget</u>	<u>Actual</u>	Variance with Final <u>Budget</u>
OPERATING REVENUES:						
Charges for service	\$1,408,000	\$1,467,825	\$ 59,825	\$6,951,940	\$ 7,008,320	\$ 56,380
Interest and penalties	18,000	19,071	1,071	83,000	82,868	(132)
Other revenue	-	5,250	5,250	143,000	737,149	594,149
<u>Total operating revenues</u>	<u>1,426,000</u>	<u>1,492,146</u>	<u>66,146</u>	<u>7,177,940</u>	<u>7,828,337</u>	<u>650,397</u>
OPERATING EXPENSES:						
Personnel services	182,562	190,738	(8,176)	3,581,323	3,404,611	176,712
Supplies and materials	23,173	24,008	(835)	483,463	529,885	(46,422)
Maintenance and services	869,714	931,538	(61,824)	1,907,408	1,984,688	(77,280)
Other charges	17,672	16,866	806	102,418	80,619	21,799
Interfund charges	107,218	107,216	2	447,422	447,422	-
<u>Total operating expenses</u>	<u>1,200,339</u>	<u>1,270,366</u>	<u>(70,027)</u>	<u>6,522,034</u>	<u>6,447,225</u>	<u>74,809</u>
Operating income (loss) before depreciation	225,661	221,780	(3,881)	655,906	1,381,112	725,206
Depreciation	-	311,669	(311,669)	-	1,490,358	(1,490,358)
<u>Net operating income (loss)</u>	<u>225,661</u>	<u>(89,889)</u>	<u>(315,550)</u>	<u>655,906</u>	<u>(109,246)</u>	<u>(765,152)</u>
NONOPERATING REVENUES (EXPENSES):						
Transfer from (to) reserves	(100,661)	-	100,661	(183,906)	-	183,906
Transfer from (to) other funds	-	-	-	-	-	-
Sale of capital assets	-	-	-	-	10,728	10,728
Operating grants	-	-	-	-	-	-
Interest income	5,000	22,120	17,120	-	77	77
<u>Net nonoperating revenues (expenses)</u>	<u>(95,661)</u>	<u>22,120</u>	<u>117,781</u>	<u>(183,906)</u>	<u>10,805</u>	<u>194,711</u>
<u>Net income (loss)</u>	<u>\$ 130,000</u>	<u>\$ (67,769)</u>	<u>\$(197,769)</u>	<u>\$ 472,000</u>	<u>\$ (98,441)</u>	<u>\$(570,441)</u>
OTHER BUDGETED EXPENDITURES:						
Capital outlay	\$ (130,000)			\$ (472,000)		
<u>Total other budgeted expenditures</u>	<u>(130,000)</u>			<u>(472,000)</u>		
<u>Budgeted net income (loss)</u>	<u>\$ -</u>			<u>\$ -</u>		

<u>Newark Service Area</u>			<u>Bridgetown Service Area</u>			<u>Edgewater Acres Service Area</u>		
Original/ Final <u>Budget</u>	<u>Actual</u>	Variance with Final <u>Budget</u>	Original/ Final <u>Budget</u>	<u>Actual</u>	Variance with Final <u>Budget</u>	Original/ Final <u>Budget</u>	<u>Actual</u>	Variance with Final <u>Budget</u>
\$ 131,650	\$ 137,571	\$ 5,921	\$ 12,550	\$ 13,681	\$ 1,131	\$222,750	\$ 226,072	\$ 3,322
2,500	1,760	(740)	1,000	472	(528)	1,500	2,189	689
18,000	18,545	545	-	154	154	875	869	(6)
<u>152,150</u>	<u>157,876</u>	<u>5,726</u>	<u>13,550</u>	<u>14,307</u>	<u>757</u>	<u>225,125</u>	<u>229,130</u>	<u>4,005</u>
71,520	63,778	7,742	10,019	9,871	148	37,508	41,800	(4,292)
16,373	10,950	5,423	1,027	796	231	4,152	2,824	1,328
41,082	33,978	7,104	30,923	31,298	(375)	161,132	139,079	22,053
1,408	1,217	191	349	208	141	2,075	1,940	135
5,541	5,541	-	1,299	1,299	-	10,954	10,953	1
<u>135,924</u>	<u>115,464</u>	<u>20,460</u>	<u>43,617</u>	<u>43,472</u>	<u>145</u>	<u>215,821</u>	<u>196,596</u>	<u>19,225</u>
16,226	42,412	26,186	(30,067)	(29,165)	902	9,304	32,534	23,230
-	28,716	(28,716)	-	11,296	(11,296)	-	4,370	(4,370)
<u>16,226</u>	<u>13,696</u>	<u>(2,530)</u>	<u>(30,067)</u>	<u>(40,461)</u>	<u>(10,394)</u>	<u>9,304</u>	<u>28,164</u>	<u>18,860</u>
(16,226)	-	16,226	4,067	-	(4,067)	(9,304)	-	9,304
-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-
-	-	-	26,000	26,000	-	-	-	-
-	-	-	-	-	-	-	-	-
<u>(16,226)</u>	<u>-</u>	<u>16,226</u>	<u>30,067</u>	<u>26,000</u>	<u>(4,067)</u>	<u>(9,304)</u>	<u>-</u>	<u>9,304</u>
<u>\$ -</u>	<u>\$ 13,696</u>	<u>\$ 13,696</u>	<u>\$ -</u>	<u>\$ (14,461)</u>	<u>\$ (14,461)</u>	<u>\$ -</u>	<u>\$ 28,164</u>	<u>\$ 28,164</u>
<u>\$ -</u>			<u>\$ -</u>			<u>\$ -</u>		
<u>-</u>			<u>-</u>			<u>-</u>		
<u>\$ -</u>			<u>\$ -</u>			<u>\$ -</u>		

WORCESTER COUNTY, MARYLAND
SCHEDULE OF REVENUES AND EXPENSES
BUDGET AND ACTUAL - OPERATING FUNDS
DEPARTMENT OF WATER AND WASTEWATER SERVICES
Year Ended June 30, 2019
(CONTINUED)

	<u>Assateague Pointe Service Area</u>			<u>River Run Service Area</u>		
	Original/ Final <u>Budget</u>	<u>Actual</u>	Variance with Final <u>Budget</u>	Original/ Final <u>Budget</u>	<u>Actual</u>	Variance with Final <u>Budget</u>
OPERATING REVENUES:						
Charges for service	\$ 234,100	\$ 248,814	\$ 14,714	\$ 165,000	\$ 152,952	\$ (12,048)
Interest and penalties	4,000	3,653	(347)	500	951	451
Other revenue	-	2,110	2,110	-	1,050	1,050
<u>Total operating revenues</u>	<u>238,100</u>	<u>254,577</u>	<u>16,477</u>	<u>165,500</u>	<u>154,953</u>	<u>(10,547)</u>
OPERATING EXPENSES:						
Personnel services	83,856	112,599	(28,743)	55,553	56,081	(528)
Supplies and materials	31,992	23,432	8,560	16,363	15,632	731
Maintenance and services	105,712	102,432	3,280	92,070	92,628	(558)
Other charges	5,857	4,930	927	1,449	1,443	6
Interfund charges	28,118	28,119	(1)	8,789	8,788	1
<u>Total operating expenses</u>	<u>255,535</u>	<u>271,512</u>	<u>(15,977)</u>	<u>174,224</u>	<u>174,572</u>	<u>(348)</u>
Operating income (loss) before depreciation	(17,435)	(16,935)	500	(8,724)	(19,619)	(10,895)
Depreciation	-	79,004	(79,004)	-	2,013	(2,013)
<u>Net operating income (loss)</u>	<u>(17,435)</u>	<u>(95,939)</u>	<u>(78,504)</u>	<u>(8,724)</u>	<u>(21,632)</u>	<u>(12,908)</u>
NONOPERATING REVENUES (EXPENSES):						
Transfer from (to) reserves	17,435	-	(17,435)	8,724	-	(8,724)
Transfer from (to) other funds	-	-	-	-	-	-
Sale of capital assets	-	-	-	-	-	-
Operating grants	-	-	-	-	-	-
Interest income	-	-	-	-	-	-
<u>Net nonoperating revenues (expenses)</u>	<u>17,435</u>	<u>-</u>	<u>(17,435)</u>	<u>8,724</u>	<u>-</u>	<u>(8,724)</u>
<u>Net income (loss)</u>	<u>\$ -</u>	<u>\$ (95,939)</u>	<u>\$ (95,939)</u>	<u>\$ -</u>	<u>\$ (21,632)</u>	<u>\$ (21,632)</u>
OTHER BUDGETED EXPENDITURES:						
Capital outlay	\$ -			\$ -		
<u>Total other budgeted expenditures</u>	<u>-</u>			<u>-</u>		
<u>Budgeted net income (loss)</u>	<u>\$ -</u>			<u>\$ -</u>		

<u>Mystic Harbour Service Area</u>			<u>Lighthouse Sound Service Area</u>			<u>Riddle Farm Service Area</u>		
Original/ Final <u>Budget</u>	<u>Actual</u>	Variance with Final <u>Budget</u>	Original/ Final <u>Budget</u>	<u>Actual</u>	Variance with Final <u>Budget</u>	Original/ Final <u>Budget</u>	<u>Actual</u>	Variance with Final <u>Budget</u>
\$ 1,161,000	\$ 1,507,167	\$ 346,167	\$ 95,800	\$ 96,200	\$ 400	\$502,900	\$ 614,268	\$ 111,368
14,000	21,562	7,562	700	613	(87)	4,000	6,297	2,297
-	1,651,792	1,651,792	-	382	382	-	102,942	102,942
<u>1,175,000</u>	<u>3,180,521</u>	<u>2,005,521</u>	<u>96,500</u>	<u>97,195</u>	<u>695</u>	<u>506,900</u>	<u>723,507</u>	<u>216,607</u>
451,384	438,299	13,085	48,854	52,799	(3,945)	219,129	300,456	(81,327)
228,900	174,644	54,256	12,157	15,758	(3,601)	62,666	91,989	(29,323)
489,214	586,176	(96,962)	32,912	28,906	4,006	204,385	408,686	(204,301)
18,600	16,675	1,925	1,217	668	549	5,043	18,764	(13,721)
85,174	85,175	(1)	3,247	3,247	-	21,602	21,603	(1)
<u>1,273,272</u>	<u>1,300,969</u>	<u>(27,697)</u>	<u>98,387</u>	<u>101,378</u>	<u>(2,991)</u>	<u>512,825</u>	<u>841,498</u>	<u>(328,673)</u>
(98,272)	1,879,552	1,977,824	(1,887)	(4,183)	(2,296)	(5,925)	(117,991)	(112,066)
-	518,352	(518,352)	-	-	-	-	555,967	(555,967)
<u>(98,272)</u>	<u>1,361,200</u>	<u>1,459,472</u>	<u>(1,887)</u>	<u>(4,183)</u>	<u>(2,296)</u>	<u>(5,925)</u>	<u>(673,958)</u>	<u>(668,033)</u>
98,272	-	(98,272)	1,887	-	(1,887)	15,925	-	(15,925)
-	2,671,599	2,671,599	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-
-	1,092	1,092	-	-	-	-	1,246	1,246
<u>98,272</u>	<u>2,672,691</u>	<u>2,574,419</u>	<u>1,887</u>	<u>-</u>	<u>(1,887)</u>	<u>15,925</u>	<u>1,246</u>	<u>(14,679)</u>
<u>\$ -</u>	<u>\$ 4,033,891</u>	<u>\$ 4,033,891</u>	<u>\$ -</u>	<u>\$ (4,183)</u>	<u>\$ (4,183)</u>	<u>\$ 10,000</u>	<u>\$(672,712)</u>	<u>\$(682,712)</u>
<u>\$ -</u>			<u>\$ -</u>			<u>\$(10,000)</u>		
<u>-</u>			<u>-</u>			<u>(10,000)</u>		
<u>\$ -</u>			<u>\$ -</u>			<u>\$ -</u>		

WORCESTER COUNTY, MARYLAND

COMBINING SCHEDULE OF FUND NET POSITION - OPERATING FUNDS

DEPARTMENT OF WATER AND WASTEWATER SERVICES

June 30, 2018

	West Ocean City <u>S.A.</u>	Ocean Pines <u>S.A.</u>	Newark Service <u>Area</u>	Bridgetown Service <u>Area</u>	Shared Facilities	Edgewater Acres <u>S.A.</u>
ASSETS						
Current assets:						
Cash and short-term investments	\$1,561,183	\$ (838,521)	\$(153,670)	\$ 18,903	\$29,527	\$(41,254)
Accounts receivable - usage billings	396,942	1,580,689	35,154	2,747	-	55,698
Total current assets	1,958,125	742,168	(118,516)	21,650	29,527	14,444
Capital assets:						
Land and land rights	47,037	63,319	4,527	-	-	-
Water and sewer systems	10,704,089	47,729,198	1,480,788	341,349	-	94,806
Machinery and equipment	-	3,054,255	-	-	-	81,156
Construction-in-progress	141,411	-	88,637	-	-	-
	10,892,537	50,846,772	1,573,952	341,349	-	175,962
Less: accumulated depreciation	(8,525,252)	(22,992,360)	(736,404)	(249,490)	-	(132,243)
	2,367,285	27,854,412	837,548	91,859	-	43,719
Total assets	4,325,410	28,596,580	719,032	113,509	29,527	58,163
LIABILITIES						
Current liabilities:						
Accounts payable and accrued expenses	14,713	346,862	6,095	3,579	441	15,693
Interfund payable	-	1,507,286	(10,986)	-	-	-
Total current liabilities	14,713	1,854,148	(4,892)	3,579	441	15,693
Other liabilities:						
Compensated absences	7,165	132,270	2,602	710	-	1,592
Due to other funds	36,904	1,186,466	17,826	2,744	-	8,783
Total other liabilities	44,069	1,318,736	20,428	3,454	-	10,375
Total liabilities	58,782	3,172,883	15,536	7,033	441	26,068
NET POSITION						
Unrestricted net position	\$4,266,628	\$25,423,697	\$ 703,496	\$ 106,476	\$29,086	\$ 32,095

Assateague Pointe <u>S.A.</u>	River Run <u>S.A.</u>	Mystic Harbour <u>S.A.</u>	Lighthouse Sound <u>S.A.</u>	Riddle Farm <u>S.A.</u>	The Landings <u>S.A.</u>	Support Groups	<u>Total</u>
\$ 389,809	\$ 368,961	\$ 23,112	\$ 164,391	\$ (405,978)	\$ (131,140)	\$ 215,905	\$ 1,201,228
55,385	28,491	296,962	23,984	813,547	71,472	-	3,361,071
445,194	397,452	320,074	188,375	407,569	(59,668)	215,905	4,562,299
-	-	-	-	-	-	-	114,883
1,159,451	-	16,055,125	-	20,676,063	9,130,084	-	107,370,953
-	128,233	493,873	-	-	-	1,151,223	4,908,740
-	-	-	-	-	-	-	230,048
1,159,451	128,233	16,548,998	-	20,676,063	9,130,084	1,151,223	112,624,624
(849,197)	(125,215)	(2,468,393)	-	(5,717,158)	(2,552,670)	(850,214)	(45,198,596)
310,254	3,018	14,080,605	-	14,958,905	6,577,414	301,009	67,426,028
755,448	400,470	14,400,679	188,375	15,366,474	6,517,746	516,914	71,988,327
10,570	2,886	79,664	3,005	37,057	15,292	2,812	538,668
43,733	-	(741,834)	-	-	-	-	798,199
54,303	2,886	(662,170)	3,005	37,057	15,292	2,812	1,336,867
2,589	1,013	10,740	1,116	3,458	2,082	-	165,336
16,722	14,169	100,575	11,266	683,506	231,587	213,038	2,523,586
19,311	15,182	111,315	12,382	686,964	233,669	213,038	2,688,922
73,614	18,068	(550,855)	15,387	724,021	248,961	215,850	4,025,789
\$ 681,834	\$ 382,402	\$14,951,534	\$ 172,988	\$14,642,453	\$ 6,268,785	\$ 301,064	\$67,962,538

WORCESTER COUNTY, MARYLAND

COMBINING SCHEDULE OF FUND NET POSITION - CAPITAL PROJECTS FUNDS
DEPARTMENT OF WATER AND WASTEWATER SERVICES

June 30, 2018

	West Ocean City <u>S.A.</u>	Ocean Pines <u>S.A.</u>	Oyster Harbor <u>S.A.</u>	Newark Service <u>Area</u>
ASSETS				
Current assets:				
Cash and short-term investments	\$ 43,244	\$ 2,432,208	\$ 21,824	\$ 5,063
Accounts receivable - EDU	-	1,326,142	81,848	26,304
Interfund receivable	-	1,507,286	38,290	-
Total current assets	43,244	5,265,636	141,962	31,367
Other assets:				
Long-term EDU receivable	-	6,302,865	98,745	202,124
Construction-in-progress	-	-	-	-
Total other assets	-	6,302,865	98,745	202,124
Total assets	43,244	11,568,501	240,707	233,491
LIABILITIES				
Current liabilities:				
Interfund payable	-	-	-	10,987
Due to other funds	-	-	69,091	-
Bonds payable - current portion	-	896,112	-	19,023
Accrued bond interest payable	-	101,716	-	1,216
Bond (costs) premium deferred	(230)	41,423	-	-
Total current liabilities	(230)	1,039,251	69,091	31,226
Other liabilities:				
Unearned revenue	-	7,198,977	167,836	221,146
Due to General Fund	-	-	102,101	-
Bonds payable	-	6,302,863	-	202,124
Bond (costs) premium deferred	(691)	437,061	-	-
Total other liabilities	(691)	13,938,901	269,937	423,270
Total liabilities	(921)	14,978,152	339,028	454,496
NET POSITION				
Unrestricted net position (deficit)	\$ 44,165	\$ (3,409,651)	\$ (98,321)	\$ (221,005)

South Point <u>S.A.</u>	Sunset Village <u>S.A.</u>	Mystic Harbour <u>S.A.</u>	Snug Harbor <u>S.A.</u>	<u>Total</u>
\$ -	\$ -	\$ 1,273,993	\$ -	\$ 3,776,332
-	-	256,340	41,218	1,731,852
-	-	-	43,733	1,589,309
-	-	1,530,333	84,951	7,097,493
-	-	9,665,642	215,782	16,485,158
-	-	2,671,599	-	2,671,599
-	-	12,337,241	215,782	19,156,757
-	-	13,867,574	300,733	26,254,250
349	101	779,673	-	791,110
-	-	-	-	69,091
-	-	249,059	31,379	1,195,573
-	-	19,495	2,159	124,586
-	-	6,595	-	47,788
349	101	1,054,822	33,538	2,228,148
-	-	9,844,703	247,162	17,679,824
-	-	-	-	102,101
-	-	10,750,643	215,783	17,471,413
-	-	72,547	-	508,917
-	-	20,667,893	462,945	35,762,255
349	101	21,722,715	496,483	37,990,403
\$ (349)	\$ (101)	\$ (7,855,141)	\$ (195,750)	\$ (11,736,153)

WORCESTER COUNTY, MARYLAND
SCHEDULE OF REVENUES AND EXPENSES
BUDGET AND ACTUAL - OPERATING FUNDS
DEPARTMENT OF WATER AND WASTEWATER SERVICES
Year Ended June 30, 2018

	<u>West Ocean City Service Area</u>			<u>Ocean Pines Service Area</u>		
	Original/ Final <u>Budget</u>	<u>Actual</u>	Variance with Final <u>Budget</u>	Original/ Final <u>Budget</u>	<u>Actual</u>	Variance with Final <u>Budget</u>
OPERATING REVENUES:						
Charges for service	\$1,385,000	\$1,436,896	\$ 51,896	\$6,397,220	\$ 6,527,806	\$ 130,586
Interest and penalties	18,000	18,873	873	80,000	82,504	2,504
Other revenue	-	4,012	4,012	143,000	556,905	413,905
<u>Total operating revenues</u>	<u>1,403,000</u>	<u>1,459,781</u>	<u>56,781</u>	<u>6,620,220</u>	<u>7,167,215</u>	<u>546,995</u>
OPERATING EXPENSES:						
Personnel services	174,809	136,734	38,075	3,449,443	3,406,554	42,889
Supplies and materials	36,017	25,019	10,998	466,009	437,534	28,475
Maintenance and services	873,366	895,048	(21,682)	1,812,493	1,832,417	(19,924)
Other charges	17,672	15,818	1,854	92,948	90,070	2,878
Interfund charges	106,423	106,866	(443)	444,479	444,031	448
<u>Total operating expenses</u>	<u>1,208,287</u>	<u>1,179,485</u>	<u>28,802</u>	<u>6,265,372</u>	<u>6,210,606</u>	<u>54,766</u>
Operating income (loss) before depreciation	194,713	280,296	85,583	354,848	956,609	601,761
Depreciation	-	354,857	(354,857)	-	1,515,547	(1,515,547)
<u>Net operating income (loss)</u>	<u>194,713</u>	<u>(74,561)</u>	<u>(269,274)</u>	<u>354,848</u>	<u>(558,938)</u>	<u>(913,786)</u>
NONOPERATING REVENUES (EXPENSES):						
Transfer from (to) reserves	(105,713)	-	105,713	(73,848)	-	73,848
Sale of capital assets	-	-	-	-	-	-
Operating grants	-	-	-	-	-	-
Interest income	1,000	9,820	8,820	-	43	43
<u>Net nonoperating revenues (expenses)</u>	<u>(104,713)</u>	<u>9,820</u>	<u>114,533</u>	<u>(73,848)</u>	<u>43</u>	<u>73,891</u>
<u>Net income (loss)</u>	<u>\$ 90,000</u>	<u>\$ (64,741)</u>	<u>\$(154,741)</u>	<u>\$ 281,000</u>	<u>\$ (558,895)</u>	<u>\$ (839,895)</u>
OTHER BUDGETED EXPENDITURES:						
Capital outlay	\$ (90,000)			\$ (281,000)		
<u>Total other budgeted expenditures</u>	<u>(90,000)</u>			<u>(281,000)</u>		
<u>Budgeted net income (loss)</u>	<u>\$ -</u>			<u>\$ -</u>		

<u>Newark Service Area</u>			<u>Bridgetown Service Area</u>			<u>Edgewater Acres Service Area</u>		
Original/ Final <u>Budget</u>	<u>Actual</u>	Variance with Final <u>Budget</u>	Original/ Final <u>Budget</u>	<u>Actual</u>	Variance with Final <u>Budget</u>	Original/ Final <u>Budget</u>	<u>Actual</u>	Variance with Final <u>Budget</u>
\$ 131,150	\$ 136,332	\$ 5,182	\$ 13,700	\$ 11,212	\$ (2,488)	\$213,000	\$ 212,477	\$ (523)
2,500	2,481	(19)	1,000	498	(502)	1,500	2,004	504
-	305	305	-	123	123	850	874	24
<u>133,650</u>	<u>139,118</u>	<u>5,468</u>	<u>14,700</u>	<u>11,833</u>	<u>(2,867)</u>	<u>215,350</u>	<u>215,355</u>	<u>5</u>
66,680	61,824	4,856	9,617	8,991	626	35,699	35,750	(51)
16,051	9,298	6,753	965	905	60	4,112	2,608	1,504
41,249	32,591	8,658	29,500	29,443	57	158,722	163,496	(4,774)
1,408	1,174	234	349	186	163	2,075	1,807	268
5,628	5,624	4	1,346	1,384	(38)	11,147	11,175	(28)
<u>131,016</u>	<u>110,511</u>	<u>20,505</u>	<u>41,777</u>	<u>40,909</u>	<u>868</u>	<u>211,755</u>	<u>214,836</u>	<u>(3,081)</u>
2,634	28,607	25,973	(27,077)	(29,076)	(1,999)	3,595	519	(3,076)
-	28,716	(28,716)	-	11,317	(11,317)	-	4,370	(4,370)
<u>2,634</u>	<u>(109)</u>	<u>(2,743)</u>	<u>(27,077)</u>	<u>(40,393)</u>	<u>(13,316)</u>	<u>3,595</u>	<u>(3,851)</u>	<u>(7,446)</u>
(2,634)	-	2,634	1,077	-	(1,077)	(3,595)	-	3,595
-	-	-	-	-	-	-	-	-
-	-	-	26,000	26,000	-	-	-	-
-	-	-	-	-	-	-	-	-
<u>(2,634)</u>	<u>-</u>	<u>2,634</u>	<u>27,077</u>	<u>26,000</u>	<u>(1,077)</u>	<u>(3,595)</u>	<u>-</u>	<u>3,595</u>
<u>\$ -</u>	<u>\$ (109)</u>	<u>\$ (109)</u>	<u>\$ -</u>	<u>\$ (14,393)</u>	<u>\$ (14,393)</u>	<u>\$ -</u>	<u>\$ (3,851)</u>	<u>\$ (3,851)</u>
<u>\$ -</u>			<u>\$ -</u>			<u>\$ -</u>		
<u>-</u>			<u>-</u>			<u>-</u>		
<u>\$ -</u>			<u>\$ -</u>			<u>\$ -</u>		

WORCESTER COUNTY, MARYLAND
SCHEDULE OF REVENUES AND EXPENSES
BUDGET AND ACTUAL - OPERATING FUNDS
DEPARTMENT OF WATER AND WASTEWATER SERVICES
Year Ended June 30, 2018
(CONTINUED)

	<u>Assateague Pointe Service Area</u>			<u>River Run Service Area</u>		
	Original/ Final <u>Budget</u>	<u>Actual</u>	Variance with Final <u>Budget</u>	Original/ Final <u>Budget</u>	<u>Actual</u>	Variance with Final <u>Budget</u>
OPERATING REVENUES:						
Charges for service	\$ 218,800	\$ 223,262	\$ 4,462	\$ 158,300	\$ 179,321	\$ 21,021
Interest and penalties	4,000	3,637	(363)	500	513	13
Other revenue	-	8,097	8,097	-	605	605
<u>Total operating revenues</u>	<u>222,800</u>	<u>234,996</u>	<u>12,196</u>	<u>158,800</u>	<u>180,439</u>	<u>21,639</u>
OPERATING EXPENSES:						
Personnel services	80,938	84,732	(3,794)	43,088	49,768	(6,680)
Supplies and materials	29,909	23,831	6,078	16,151	13,567	2,584
Maintenance and services	85,645	88,158	(2,513)	85,305	80,507	4,798
Other charges	5,357	4,726	631	1,449	1,293	156
Interfund charges	29,526	29,571	(45)	8,630	8,642	(12)
<u>Total operating expenses</u>	<u>231,375</u>	<u>231,018</u>	<u>357</u>	<u>154,623</u>	<u>153,777</u>	<u>846</u>
Operating income (loss) before depreciation	(8,575)	3,978	12,553	4,177	26,662	22,485
Depreciation	-	84,230	(84,230)	-	2,013	(2,013)
<u>Net operating income (loss)</u>	<u>(8,575)</u>	<u>(80,252)</u>	<u>(71,677)</u>	<u>4,177</u>	<u>24,649</u>	<u>20,472</u>
NONOPERATING REVENUES (EXPENSES):						
Transfer from (to) reserves	8,575	-	(8,575)	(4,177)	-	4,177
Sale of capital assets	-	-	-	-	-	-
Operating grants	-	-	-	-	-	-
Interest income	-	-	-	-	-	-
<u>Net nonoperating revenues (expenses)</u>	<u>8,575</u>	<u>-</u>	<u>(8,575)</u>	<u>(4,177)</u>	<u>-</u>	<u>4,177</u>
<u>Net income (loss)</u>	<u>\$ -</u>	<u>\$ (80,252)</u>	<u>\$ (80,252)</u>	<u>\$ -</u>	<u>\$ 24,649</u>	<u>\$ 24,649</u>
OTHER BUDGETED EXPENDITURES:						
Capital outlay	\$ -			\$ -		
<u>Total other budgeted expenditures</u>	<u>-</u>			<u>-</u>		
<u>Budgeted net income (loss)</u>	<u>\$ -</u>			<u>\$ -</u>		

<u>Mystic Harbour Service Area</u>			<u>Lighthouse Sound Service Area</u>			<u>Riddle Farm Service Area</u>		
Original/ Final <u>Budget</u>	<u>Actual</u>	Variance with Final <u>Budget</u>	Original/ Final <u>Budget</u>	<u>Actual</u>	Variance with Final <u>Budget</u>	Original/ Final <u>Budget</u>	<u>Actual</u>	Variance with Final <u>Budget</u>
\$ 1,110,200	\$ 1,236,791	\$ 126,591	\$ 95,800	\$ 96,200	\$ 400	\$499,200	\$ 549,990	\$ 50,790
14,000	14,793	793	700	637	(63)	4,000	4,830	830
-	644,191	644,191	-	310	310	-	1,280,078	1,280,078
<u>1,124,200</u>	<u>1,895,775</u>	<u>771,575</u>	<u>96,500</u>	<u>97,147</u>	<u>647</u>	<u>503,200</u>	<u>1,834,898</u>	<u>1,331,698</u>
432,142	405,440	26,702	47,131	38,296	8,835	210,524	243,568	(33,044)
191,410	221,052	(29,642)	12,106	11,337	769	57,932	69,332	(11,400)
531,582	601,882	(70,300)	29,572	20,937	8,635	199,521	225,947	(26,426)
17,100	24,242	(7,142)	1,217	577	640	5,043	11,282	(6,239)
80,968	80,797	171	3,269	3,357	(88)	21,154	21,142	12
<u>1,253,202</u>	<u>1,333,413</u>	<u>(80,211)</u>	<u>93,295</u>	<u>74,504</u>	<u>18,791</u>	<u>494,174</u>	<u>571,271</u>	<u>(77,097)</u>
(129,002)	562,362	691,364	3,205	22,643	19,438	9,026	1,263,627	1,254,601
-	509,408	(509,408)	-	-	-	-	550,228	(550,228)
<u>(129,002)</u>	<u>52,954</u>	<u>181,956</u>	<u>3,205</u>	<u>22,643</u>	<u>19,438</u>	<u>9,026</u>	<u>713,399</u>	<u>704,373</u>
129,002	-	(129,002)	(3,205)	-	3,205	(9,026)	-	9,026
-	-	-	-	-	-	-	(11,909)	(11,909)
-	-	-	-	-	-	-	-	-
-	1,407	1,407	-	-	-	-	55	55
<u>129,002</u>	<u>1,407</u>	<u>(127,595)</u>	<u>(3,205)</u>	<u>-</u>	<u>3,205</u>	<u>(9,026)</u>	<u>(11,854)</u>	<u>(2,828)</u>
<u>\$ -</u>	<u>\$ 54,361</u>	<u>\$ 54,361</u>	<u>\$ -</u>	<u>\$ 22,643</u>	<u>\$ 22,643</u>	<u>\$ -</u>	<u>\$ 701,545</u>	<u>\$ 701,545</u>
<u>\$ -</u>			<u>\$ -</u>			<u>\$ -</u>		
<u>-</u>			<u>-</u>			<u>-</u>		
<u>\$ -</u>			<u>\$ -</u>			<u>\$ -</u>		

WORCESTER COUNTY, MARYLAND
SCHEDULE OF REVENUES AND EXPENSES
BUDGET AND ACTUAL - OPERATING FUNDS
DEPARTMENT OF WATER AND WASTEWATER SERVICES
Year Ended June 30, 2018
(CONTINUED)

	The Landings Service Area			Support Group		
	Original/ Final <u>Budget</u>	<u>Actual</u>	Variance with Final <u>Budget</u>	Original/ Final <u>Budget</u>	<u>Actual</u>	Variance with Final <u>Budget</u>
OPERATING REVENUES:						
Charges for service	\$ 286,900	\$ 289,264	\$ 2,364	\$ -	\$ -	\$ -
Interest and penalties	4,500	4,291	(209)	-	-	-
Other revenue	-	30,552	30,552	-	34,056	34,056
Total operating revenues	291,400	324,107	32,707	-	34,056	34,056
OPERATING EXPENSES:						
Personnel services	162,683	169,410	(6,727)	-	8,133	(8,133)
Supplies and materials	58,005	60,428	(2,423)	-	-	-
Maintenance and services	124,925	127,380	(2,455)	-	1,926	(1,926)
Other charges	2,826	2,111	715	-	-	-
Interfund charges	7,622	7,604	18	-	-	-
Total operating expenses	356,061	366,933	(10,872)	-	10,059	(10,059)
Operating income (loss) before depreciation	(64,661)	(42,826)	21,835	-	23,997	23,997
Depreciation	-	239,245	(239,245)	-	93,187	(93,187)
Net operating income (loss)	(64,661)	(282,071)	(217,410)	-	(69,190)	(69,190)
NONOPERATING REVENUES (EXPENSES):						
Transfer from (to) reserves	64,661	-	(64,661)	-	-	-
Sale of capital assets	-	-	-	-	-	-
Operating grants	-	-	-	-	-	-
Interest income	-	-	-	-	-	-
Net nonoperating revenues (expenses)	64,661	-	(64,661)	-	-	-
Net income (loss)	\$ -	\$ (282,071)	\$(282,071)	\$ -	\$ (69,190)	\$ (69,190)
OTHER BUDGETED EXPENDITURES:						
Capital outlay	\$ -			\$ -		
Total other budgeted expenditures	-			-		
Budgeted net income (loss)	\$ -			\$ -		

<u>Shared Facilities</u>			<u>Combined Totals</u>		
<u>Original/ Final Budget</u>	<u>Actual</u>	<u>Variance with Final Budget</u>	<u>Original/ Final Budget</u>	<u>Actual</u>	<u>Variance with Final Budget</u>
\$ -	\$ -	\$ -	\$ 10,509,270	\$ 10,899,551	\$ 390,281
-	-	-	130,700	135,061	4,361
-	13,864	13,864	143,850	2,573,972	2,430,122
-	13,864	13,864	10,783,820	13,608,584	2,824,764
-	8,975	(8,975)	4,712,754	4,658,175	54,579
-	860	(860)	888,667	875,771	12,896
-	10,952	(10,952)	3,971,880	4,110,684	(138,804)
-	-	-	147,444	153,286	(5,842)
-	-	-	720,192	720,193	(1)
-	20,787	(20,787)	10,440,937	10,518,109	(77,172)
-	(6,923)	(6,923)	342,883	3,090,475	2,747,592
-	-	-	-	3,393,118	(3,393,118)
-	(6,923)	(6,923)	342,883	(302,643)	(645,526)
-	-	-	1,117	-	(1,117)
-	-	-	-	(11,909)	(11,909)
-	-	-	26,000	26,000	-
-	-	-	1,000	11,325	10,325
-	-	-	28,117	25,416	(2,701)
\$ -	\$ (6,923)	\$ (6,923)	\$ 371,000	\$ (277,227)	\$ (648,227)
\$ -			\$ (371,000)		
-			(371,000)		
\$ -			\$ -		

WORCESTER COUNTY, MARYLAND
 COMBINING SCHEDULE OF REVENUES, EXPENSES AND CHANGES
 IN FUND NET POSITION - CAPITAL PROJECTS FUNDS
 DEPARTMENT OF WATER AND WASTEWATER SERVICES
 Year Ended June 30, 2018

	West Ocean City <u>S.A.</u>	Ocean Pines <u>S.A.</u>	Oyster Harbor <u>S.A.</u>	Newark Service <u>Area</u>
Revenues:				
Debt service revenue	\$ (89,311)	\$ 1,104,786	\$ 51,408	\$ 22,356
Other revenues	-	47,716	-	-
Total revenues	(89,311)	1,152,502	51,408	22,356
Operating income (loss)	(89,311)	1,152,502	51,408	22,356
Nonoperating income (expense):				
Interest on investments	636	33,948	271	4
Bond interest expense	(447)	(301,480)	(7,156)	(2,564)
Transfers from (to) other funds	-	-	-	-
Total nonoperating income (expense)	189	(267,532)	(6,885)	(2,560)
Change in net position	(89,122)	884,970	44,523	19,796
Net position (deficit), beginning	133,287	(4,294,621)	(142,844)	(240,801)
Net position (deficit), ending	\$ 44,165	\$ (3,409,651)	\$ (98,321)	\$ (221,005)

South Point <u>S.A.</u>	Sunset Village <u>S.A.</u>	Mystic Harbour <u>S.A.</u>	Snug Harbor <u>S.A.</u>	Total
\$ -	\$ -	\$ 301,922	\$ 34,450	\$ 1,425,611
-	-	322,925	1,800	372,441
-	-	624,847	36,250	1,798,052
-	-	624,847	36,250	1,798,052
-	-	4,715	-	39,574
(15)	(43)	(228,650)	(2,716)	(543,071)
-	-	-	-	-
(15)	(43)	(223,935)	(2,716)	(503,497)
(15)	(43)	400,912	33,534	1,294,555
(334)	(58)	(8,256,053)	(229,284)	(13,030,708)
\$ (349)	\$ (101)	\$ (7,855,141)	\$ (195,750)	\$ (11,736,153)