

AGENDA
WORCESTER COUNTY COMMISSIONERS

Worcester County Government Center, Room 1101, One West Market Street, Snow Hill, Maryland 21863
The public is invited to view this meeting live online at - <https://worcestercountymd.swagit.com/live>

August 16th, 2022

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| | Item # |
| 9:00 AM - Vote to Meet In Closed Session in Commissioners' Meeting Room – Room 1101
Government Center, One West Market Street, Snow Hill, Maryland | |
| 9:01 - Closed Session: Discussion of personnel summary update and certain personnel matters with human resources, receiving legal advice, and performing administrative functions | |
| 10:00 - Call to Order, Prayer (Rabbi Arthur “Art” Rutberg of Temple Bat Yam in Berlin),
Pledge of Allegiance | |
| 10:01 - Report on Closed Session; Review and Approval of Minutes from August 2 nd , 2022 Meeting | |
| 10:02 - Consent Agenda
(FY23 Community Development Block Grant Agreement, Chmar Quitclaim Package, FY23 Heroin Coordinator Grant Acceptance, Water and Sewer Amendment Request Public Hearing Notice, Pocomoke Library Project, Required Public Hearing Request for Rezoning Case #436, Required Public Hearing Request for Rezoning Case #437, Public Works Gator Purchase, Public Works Snow Hill Parking Lot Paving Bid Package, Public Works Snow Hill Homeowner Convenience Center Upgrade Bid Package, Public Works Van Replacement Request, Public Works Recycle Center Fire Sprinkler Pipe Replacement, Public Works Government Center Carpet Replacement, Pocomoke Rezoning Annexation Review) | 1-14 |
| 10:10 - Chief Administrative Officer: Administrative Matters
(FY23 Maryland Tourism Development Board Grant Agreement, Parks and Recreation Adult Drop-In Fee Increase, FY23 Budget Reconciliation for Water and Wastewater Proposed Resolution 22-18 and Solid Waste Proposed Resolution 22-19, Public Works Riddle Farm Wastewater Treatment Plant Design Funding Request, FY22 Administration Public Advertising Overexpenditure, Pending Board Appointments, Introduction and Notice of Public Hearing for Bill 22-17 to Amend County Code for Legislative Days) | 15-21 |
| 11:00 - Questions from the Press; County Commissioner’s Remarks | |
| 11:15 - Chief Administrative Officer: Administrative Matters (if necessary) | |
| Lunch | |
| 1:00 PM - Chief Administrative Officer: Administrative Matters (if necessary) | |

AGENDAS ARE SUBJECT TO CHANGE UNTIL THE TIME OF CONVENING

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

August 2, 2022

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

Following a motion by Commissioner Nordstrom, seconded by Commissioner Elder, the commissioners unanimously voted to meet in closed session at 9:00 a.m. in the Commissioners' Meeting Room to discuss legal and personnel matters permitted under the provisions of Section 3-305(b)(1) and (7) of the General Provisions (GP) Article of the Annotated Code of Maryland and to perform administrative functions permitted under the provisions of Section GP 3-104. Also present at the closed session were Chief Administrative Officer Weston Young, Deputy Chief Administrative Officer Joe Parker, County Attorney Roscoe Leslie, Public Information Officer Kim Moses, Human Resources Director Stacey Norton, State's Attorney Kris Heiser, and Brett Davis of Davis Strategic Development. Topics discussed and actions taken included the following: promoting Taylor Kitching to emergency communications supervisor and certain personnel matters with Human Resources, a matter directly related to a negotiating strategy or the contents of a bid or proposal; receiving legal advice from counsel; and performing administrative functions, including receiving the FY22 monthly financial update and board appointments.

Following a motion by Commissioner Nordstrom, seconded by Commissioner Bertino, the commissioners unanimously voted to adjourn their closed session at 9:43 a.m.

After the closed session, the commissioners reconvened in open session. Commissioner Mitrecic called the meeting to order, and following a morning prayer by Reverend Cynthia Bonneville and pledge of allegiance, announced the topics discussed during the morning closed session.

The commissioners reviewed and approved the open and closed session minutes of their July 5, 2022 meeting as presented.

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

The commissioners presented a years-of-service commendation to retired Natural Resources Inspector Tom Bair of Environmental Programs (26 years) and retired U.S. Air Force Lieutenant and Shore Transit Director Brad Bellacicco (10 years).

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Upon a motion by Commissioner Bertino, the commissioners unanimously approved by consent agenda item numbers 2-16 as follows: a Community Development Block Grant waiver and bid award to Poseidon Plumbing and Home Services for \$24,174.40 for a general rehabilitation project contingent upon approval of the waiver by DHCD; FFY 23-25 Child Services Cooperative Reimbursement Agreement; the Local Behavioral Health Authority Adolescent Clubhouse proposal from Minary's Dream Alliance for \$233,594; Local Management Board Bounce Back Request for Proposals; two Out-of-State Travel requests for a total of four Recreation and Parks staff to attend the National Recreation and Parks Annual Conference in Phoenix, Arizona from September 20-22, 2022; Selsey Road Resiliency bid specifications; Public Works dump truck bid specifications; a Small Project Agreement to extend water service to Buas Mini Storage in Berlin; a Small Project Agreement to extend water and sewer service to the Refuge at Windmill Creek; a Small Project Agreement to provide public water service for fire protection only to the Ocean City Municipal Airport via the Mystic Harbour Service Area; a Small Project Agreement to extend water and sewer service, along with eight equivalent dwelling units, to Royal Farms in Ocean Pines; declaring a property located at 10130 Silver Point Lane to be a nuisance that must be abated; a proposal to purchase hardware and software for all required 9-1-1, telephone, and radio recording from Exacom, at a cost of \$149,539.95 and to seek funding from the State of Maryland 9-1-1 Board for this purchase; and renewing a Memorandum of Understanding between the Sheriff's Office and the Board of Education for the School Resource Deputy program.

Pursuant to the request of Parks Superintendent Jacob Stephens and upon a motion by Commissioner Church, the commissioners unanimously awarded the bid for construction services for the West Ocean City commercial harbor to Brittingham Construction and Landscaping, Inc. for \$1,163,259.91.

The commissioners resumed their July 5, 2022 discussion regarding the distribution of American Rescue Plan Act (ARPA) funding. Following some discussion and upon a motion by Commissioner Nordstrom, the commissioners unanimously agreed to allocate ARPA funds to the three entities in the County working to extend broadband to the unserved and underserved areas of the County as follows: \$1 million to Bay Country Communications, with a 15% match, to cover approximately 31.8 miles; \$2.5 million to Choptank Fiber, with a 50% match, to cover approximately 81 miles; and \$3.5 million to Talkie Communications, with a 42% match, to cover approximately 83 miles.

Chief Administrative Officer Weston Young provided an update on the results of the phase I environmental site assessment of a 95.521-acre parcel located west of Stephen Decatur High School (SDHS) under contract by the County as the site for a potential sports complex. Mr. Young stated that the site does not have any Recognized Environmental Conditions (REC). However, there are vague reports of potential RECs on other parcels that neighbor this site. Therefore, it is recommended that soil borings be completed on areas of the property that abut these areas. He concluded that the FY23-27 Capital Improvement Plan does not identify an adequate funding source for the acquisition of this parcel, so one must be determined if the commissioners choose to finalize the contract to purchase this property.

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Mr. Young met with the commissioners to review the proposal of \$28,523.62 from Wallace Montgomery for engineering services for the U.S. Rt. 50 access evaluation of the 95.521-acre parcel located west of SDHS that is under contract by the County as the site for a potential sports complex. Commissioner Bunting questioned how ingress and egress from U.S. Rt. 50 could be determined before a site plan has been developed that identifies the layout of the proposed sports complex. In response to questions by Commissioner Bertino, Mr. Young stated that Wallace Montgomery will develop a concept plan that the County can share with the Town of Berlin and can take to the State Highway Administration (SHA) office in Baltimore to request access to the property from U.S. Rt. 50.

Following some discussion and upon a motion by Commissioner Nordstrom, the commissioners voted 4-3, with Commissioners Church, Mitrecic, Nordstrom, and Purnell voting in favor and Commissioners Bertino, Bunting, and Elder voting in opposition, to accept the proposal from Wallace Montgomery for engineering services.

The commissioners reviewed and discussed various board appointments.

Upon a nomination by Commissioner Bunting, the Commissioners unanimously agreed to appoint John O'Brien to the Solid Waste Advisory Committee.

The commissioners conducted a public hearing to consider petitions to sell agricultural easements to the Maryland Agricultural Land Preservation Foundation (MALPF) in FY23 on eleven properties in Worcester County at no cost to the County. Also present at the meeting were Environmental Programs Director Bob Mitchell and Katherine Munson, Environmental Programs Planner V. Mr. Mitchell stated that the applications have been reviewed by both the Worcester County Agricultural Land Preservation Advisory Board, which recommended submitting the top eight ranked applications to MALPF for appraisal.

Commissioner Mitrecic opened the floor to receive public comment.

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

Following some discussion and upon a motion by Commissioner Nordstrom, the Commissioners voted 6-1, with Commissioner Elder voting in opposition, to submit the top eight ranked applications to MALPF for appraisal and further consideration for purchase of agricultural easements.

The commissioners met with Tourism and Economic Development Director Melanie Pursel met with the commissioners to resume discussions from their July 5, 2022 meeting concerning projects within the County totaling up to \$3 million to include in an application to be submitted by the Tri-County Council (TCC) for the Lower Eastern Shore on behalf of Somerset, Wicomico, and Worcester Counties for Rural Maryland Economic Development Fund grant monies totaling up to \$10 million.

Following some lively discussions and upon a motion by Commissioner Nordstrom, the commissioners unanimously agreed to submit the following projects for inclusion in the grant application: 1 – West Ocean City Commercial Harbor Dredging (\$275,000); 2 – Worcester Main Street Connectivity Plan (\$800,000); 3 – Riddle Farm Wastewater Treatment Plant Membrane Replacement (\$1,003,868), 4 – Riddle Farm Water Tower Rehabilitation (\$650,000), 5 – Riddle Farm Rt. 50 Sewer (\$30,000), 6 – Ocean Pines-Greater Ocean Pines Regional Water and Sewer Engineering (\$75,000), 7 – Riddle-Mystic Harbour Regional Water (\$50,000); 11 – Pocomoke

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City-Pathways for Economic Development Feasibility Study (\$100,000), 13 – Snow Hill-Bikeways Project (\$100,000), and 15 – Lower Shore Trails Infrastructure Planning (\$100,000).

The commissioners met in legislative session.

Deputy Chief Administrative Officer Joe Parker advised that advertising of the passage of Bond Bills 22-11 to 22-16 did not take place within the required 30 days and bond council advised that these should be reintroduced on September 6, 2022. Mr. Young advised that two of the bond bills have been removed. These include the sports complex, due to the referendum effort, and the Cedar Chapel Roof Project. In response to questions by Commissioner Bertino, Finance Officer Phil Thompson advised that the County is closely following the interest rates, noting that current uncertainties in the market make bonds very attractive.

Commissioners Bertino, Bunting, Church, Elder, Mitrecic, Nordstrom, and Purnell reintroduced the aforementioned bond bills as follows and agreed to schedule public hearings on these bills for September 6: Bond Bill 22-11 for County Jail Phase 2; Bond Bill 22-12 for Public Safety Logistical Storage Facility; Bond Bill 22-13 for Stephen Decatur Middle School; Bond Bill 22-14 for Refunding 2013 Taxable Bonds; Bond Bill 22-15 for Refunding of 2014 Bonds; and Bond Bill 22-16 for Refunding of 2015 A Bonds.

The commissioners answered questions from the press, after which they adjourned to meet again on March 1, 2021.

Commissioner Nordstrom invited all in attendance to take part in National Night Out celebrations in a number of towns tonight, noting that it is a great way to bring each community together.



LARRY HOGAN
Governor
BOYD K. RUTHERFORD
Lt. Governor
KENNETH C. HOLT
Secretary
OWEN MCEVOY
Deputy Secretary

August 5, 2022

The Honorable Joseph Mitrecic
President
Board of County Commissioners
Worcester County
One West Market Street
Snow Hill, MD 21863

Re: Grant Agreements
Maryland Community Development Block Grant Program
Grant No.: MD-23-CD-25 Housing Rehabilitation

Dear President Mitrecic:

I am pleased to send two originals of your Maryland Community Development Block Grant Agreement, outlining your requirements as a grantee. The Agreement package contains the Grant Payment Procedures, Electronic Funds Transfer Registration Form/Designation of Depository, and signature forms. Please execute Page 9 on both of the Grant Agreements and have the signature witnessed.

Within 10 days of their receipt, return both originals to this Office for final processing. Once the Agreement is fully executed, you will receive a copy for your records.

Please note the expiration date of the grant which is listed in 6b on Page 3 of the Agreement. Extensions of time beyond this period are granted only in extenuating circumstances. Also, please read carefully the Special Terms and Conditions contained in Exhibit A. The project may not begin before the Environmental Review Record is completed and a Release of Funds is authorized by the State.

We look forward to working with you in successfully implementing your project. If you have any questions about your Grant Agreement, please contact me at 301/429-7519.

Sincerely,

Cindy Stone
Director
Community Development Programs

cc: Kimberly Reynolds, County



MARYLAND DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
7800 HARKINS RD • LANHAM, MD 20706 • DHCD.MARYLAND.GOV
301-429-7400 • 1-800-756-0119 • TTY/RELAY 711 or 1-800-735-2258



MARYLAND COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM GRANT AGREEMENT

This Maryland Community Development Block Grant Program (CDBG) Grant Agreement (this "Agreement") is entered into as of the date it is executed by DHCD (as defined herein) (the Effective Date) by and between the Maryland Department of Housing and Community Development, a principal department of the State of Maryland, hereinafter referred to as "DHCD" and the COUNTY COMMISSIONERS OF WORCESTER COUNTY, a political subdivision of the State of Maryland, hereinafter referred to as "Grantee."

WHEREAS, the federal Department of Housing and Urban Development ("HUD") has authorized the State of Maryland (the State) to distribute and administer federal Maryland Community Development Block Grant ("CDBG") funds pursuant to the Housing and Community Development Act of 1974, as amended, for the purpose of preserving and developing viable rural and urban communities by expanding economic opportunities, providing decent housing, and providing necessary supporting public infrastructure;

WHEREAS, the Maryland General Assembly has appropriated federal CDBG funds to DHCD in order to establish and administer the Maryland CDBG Program, which program is more fully described in a certain Consolidated Plan-Action Plan dated SFY23/FFY22 (the "Consolidated Plan") issued by DHCD;

WHEREAS, the Grantee has applied to the State for CDBG funds for the project described in Grantee's application (the "Project") and the Project has been selected for CDBG funding on the basis of the Consolidated Plan.

NOW, THEREFORE, in consideration of the foregoing, and subject to the conditions contained herein, DHCD and the Grantee agree as follows:

1. Purpose of Agreement. The purpose of this Agreement is to provide the Grantee with funds which will enable the Grantee to carry out the Project, the approved scope of work for which is described in the attached Exhibit A. The Project activities are designed to satisfy the CDBG national objective of BENEFIT TO LOW AND MODERATE INCOME PERSONS – HOUSING (the "National Objective").
2. Grant Funds Provided. In consideration of the various obligations to be undertaken by Grantee pursuant to this Agreement, DHCD agrees to provide Grantee with funds in an amount not to exceed \$300,000 (the "CDBG Grant") subject to the terms and conditions set forth in this Agreement and to the availability of federal funds.

3. Authorized Uses of Grant Funds. Grantee agrees to use the CDBG Grant funds only for the Project activities, and in the appropriate location, described in Exhibit A. The Project activities funded by the CDBG Grant must satisfy the National Objective identified in Section 1. Further, any use of the CDBG Grant must be in compliance with applicable local, State, and federal law. The Project and its scope of work may be modified only by an amendment to this Agreement executed by DHCD and the Grantee.

4. Expenditure of Grant Funds.

a. The Grantee shall use the CDBG Grant funds only in accordance with the Project budget outlined in Exhibit B (the "Project Budget"), and shall not expend more than the amount allocated for any category in the Project Budget without the prior written consent of DHCD. However, the Grantee is permitted to make minor transfers between approved line items in the Project Budget of the CDBG Grant Agreement of up to 10% total without the prior written consent of DHCD with one exception. Grantees are not permitted to transfer funds to increase the Project Administrative line item without written approval of their Project Manager.

b. If the application was submitted on behalf of an eligible Subrecipient, Developer or Business (Determined in Exhibit A), the Grantee shall either distribute the CDBG funds to them to implement the Project or the Grantee may implement the Project on their behalf.

c. Grantee may not incur any costs of the Project to be charged against the CDBG Grant funds before the effective date of this Agreement, as defined in Section 20, without the prior written consent of DHCD. All costs incurred by the Grantee before the effective date of this Agreement and before approval by DHCD of the release of CDBG Grant funds, are incurred voluntarily, at the Grantee's risk and upon its own credit and expense, and Grantee's authority to be reimbursed from the CDBG Grant funds shall be governed by the provisions of this Agreement.

d. If, upon completion of the Project, there are cost savings, such amounts shall revert to DHCD and other funding sources unless DHCD has determined in writing that the Grantee may retain a portion of the savings. Unless superseded by other federal program requirements, DHCD's determination of whether to permit Grantee's retention of a portion of the cost savings will be based upon the relative proportion of investment in the Project by the Grantee, DHCD and other parties providing funding.

5. Compliance with Certain Federal Requirements.

a. The Grantee shall undertake the Project in accordance with regulations adopted by HUD contained in 24 CFR Part 570 governing the CDBG Program, a copy of which previously has been or will be provided to Grantee, the regulations set forth in 53 FR 22569 (June 16, 1988) related to Restrictions on the Award of Certain Contracts and Subcontracts to Foreign Countries, a copy of which previously has been or will be provided to Grantee, and all directives, policies, and procedures as adopted from time to time by HUD.

b. The Grantee also agrees to be bound by the certifications and covenants set forth in Exhibit E and, if applicable, Exhibits E-1 and E-2.

c. The Grantee shall conduct and administer the CDBG Grant in conformity with Title VI of the Civil Rights Act of 1964, 42 USC §§2000d et seq and the Fair Housing Act, 42 USC §§3601-20, in addition to other regulations identified in Exhibit E.

d. The Grantee hereby certifies that it has or will adopt, within a reasonable time after the date of this Agreement, and enforce a policy, satisfactory to the Department that prohibits the use of excessive force by law enforcement agencies within their jurisdiction against any individuals engaged in nonviolent civil rights demonstrations.

6. Project Commencement and Completion; Changes.

a. As of the Effective Date of this Agreement, the Grantee shall commence the Project activities described in Exhibit A unless any special condition set forth in Exhibit A requires that Grantee undertake additional action before proceeding with a certain activity. In such instances the Grantee shall initiate action in order to satisfy the special condition upon the execution of this Agreement.

b. The Grantee shall expend all CDBG Grant funds for the Project activities on or before **July 31, 2024** ("Grant Period"), in accordance with the Project Implementation Schedule set forth in Exhibit C. In the event that a time extension is necessary, the request must be submitted in writing by the chief elected official a minimum of 60 days before the end of the Grant Period.

c. In the following instances, it shall be necessary for DHCD and Grantee to execute an amendment of this Agreement in accordance with Section 16:

(i) Grantee is proposing the addition or deletion of a Project activity or the alteration of existing approved Project activities;

(ii) Grantee is proposing that the Project activities be directed to an area other than the approved Project location specified in Exhibit A;

(iii) Grantee is proposing an extension of the Grant Period set forth in Section 6(b) of this Agreement; or

(iv) Grantee is proposing a budget revision resulting in a transfer in the Project Budget (Exhibit B) of more than 10% of the CDBG Grant between identified CDBG funded activities.

d. The Grantee shall ensure that all necessary approvals for the commencement of Project activities have been obtained including all applicable permits and licenses.

e. The Grantee shall endeavor to obtain all certifications, licenses, permits and approvals, and shall otherwise endeavor to satisfy all requirements necessary to operate the Project.

7. Progress of the Project. If the Project is not progressing in a manner satisfactory to DHCD, or the Grantee has violated a provision of this Agreement, prior to declaring a default, DHCD may

require the Grantee and/or any Subrecipient, Developer or Business to accept technical assistance DHCD feels is necessary for the Project to proceed in a manner acceptable to DHCD.

8. Disbursement of Grant Funds.

a. After the Effective Date of this Agreement as defined in Section 20(a), submission of any reports required prior to disbursement as set forth in Exhibit D, and upon the satisfaction of any special conditions to the disbursement of CDBG Grant funds contained in Exhibit A, DHCD will disburse CDBG Grant funds to the Grantee upon DHCD's approval of a properly completed request for payment form signed by two authorized representatives of the Grantee.

b. Requests for payment may seek funds to pay for projected costs anticipated to be incurred as well as costs actually incurred. DHCD shall have the right at any time to request that the Grantee provide additional supporting documentation with any request for payment.

c. Payment procedures are explained in Exhibit F (Maryland CDBG Grant Payment Procedures), the CDBG Guidebook, and the CDBG Monitoring Handbook which has been or will be provided to the Grantee. Information found in Exhibit F will always contain the most current information and instructions to be used by a Grantee.

d. DHCD has the right to withhold disbursement of CDBG Grant funds if at any time DHCD has cause to determine that the Grantee is not performing or completing the Project in accordance with the terms of this Agreement.

e. In the event that the Grantee has an approved Program Income Re-Use Plan and receives "Program Income" from previously funded CDBG Grants prior to the expiration of the grant agreement, those funds must be expended on Grant activities prior to the Grantee requesting additional funding from DHCD. "Program Income" means any income derived from the use of CDBG funds.

9. Records and Reports.

a. Grantee shall maintain accurate financial and management records in a form acceptable to DHCD of all transactions relating to the receipt and expenditure of CDBG Grant funds and administration of the Project. Grantee shall make these records, administrative offices and personnel, whether full-time, part-time consultants or volunteers, available to DHCD upon request. The Grantee shall retain said records for 5 years after the closeout date of the State's grant by HUD.

During the term of this Agreement as defined in Section 21, DHCD will monitor the Project to ensure that it is being undertaken or has been completed in accordance with the terms of this Agreement. In addition, the Grantee shall monitor the Project in accordance with the requirements of DHCD and all applicable federal and State requirements.

b. Grantee shall provide DHCD with the records, reports and other documentation outlined in Exhibits A and D, the CDBG Guidebook, the CDBG Monitoring Handbook, and any additional reports as may be required by DHCD.

10. Default and Remedies.

a. A default shall consist of the breach of any of Grantee's covenants, agreements or certifications in this Agreement, including failure to satisfy the National Objective, or the expenditure of CDBG Grant funds for any use other than for the purposes itemized in the Project Budget shown in Exhibit B or in an unauthorized manner.

b. Upon the occurrence of any default, DHCD shall have the right to terminate this Agreement by written notice to the Grantee. Grantee shall have 30 days from the date DHCD's notice was postmarked to cure the default. After the conclusion of this 30 day period, if Grantee has not cured or commenced curing the default to the satisfaction of DHCD, DHCD may at its option immediately terminate this Agreement. In the event of termination by DHCD:

(i) The Grantee's authority to request a disbursement shall cease and the Grantee shall have no right, title or interest in or to any of the CDBG Grant funds not disbursed;

(ii) DHCD may demand repayment from the Grantee of any amounts DHCD determines were not expended in accordance with this Agreement; and

c. In addition to the rights and remedies contained in this Agreement, DHCD may at any time proceed to protect and enforce all rights available to DHCD by suit in equity, action at law, or by any other appropriate proceedings, all of which rights and remedies shall survive the termination of this Agreement.

11. Indemnification. Grantee releases DHCD from, agrees that DHCD shall not have any liability for, and agrees to protect, indemnify and save harmless DHCD from and against any and all liabilities, suits, actions, claims, demands, losses, expenses and costs of every kind and nature, including reasonable attorney's fees, incurred by or asserted or imposed against DHCD as a result of or in connection with the Project. All money expended by DHCD as a result of such liabilities, suits, actions, claims, demands, losses, expenses, or costs, together with interest at a rate not to exceed the maximum interest rate permitted by law, shall be immediately and without notice due and payable by Grantee to DHCD.

12. Conflicts of Interest. Except for approved eligible administrative and personnel costs shown in the Project Budget, none of the Grantee's designees, agents, members, officers, employees, consultants or members of its governing body or any local governmental authority exercising jurisdiction over the Project, and no other public official of the Grantee or such authority or authorities who exercises or has exercised any functions or responsibilities with respect to the Project during such person's tenure, or who is in a position to participate in a decision-making process or gain inside information with regard to the Project, has or shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the Project at any time during or after such person's tenure.

13. Applicability to Subrecipients, Developers, Businesses, Contractors and Borrowers. Where performance of the Project is to be carried out by any subrecipient, developer, business, contractor or borrower of the Grantee, the provisions of this Agreement shall be made binding on such subrecipient, developer, contractor or borrower by the Grantee. This shall be accomplished by a written agreement or contract between the Grantee and any subrecipient, developer, business, contractor or borrower, which shall include, among other things, the certifications set forth in Exhibit E-2 where the amount a subrecipient, business, contractor or borrower receives exceeds \$100,000. Where the term "Grantee" appears in this Agreement it shall be interpreted to include any subrecipient, developer, business, contractor or borrower of the Grantee. Grantee acknowledges and agrees that Grantee has the ultimate legal responsibility for ensuring compliance with the requirements of this Agreement and for any resolution of findings, concerns or issues including those resulting in repayment.

14. Use of CDBG Grant to Make Loans. Where all or any portion of the CDBG Grant funds are used to make loans to eligible recipients, if this Agreement is terminated, or if there is a finding by DHCD of deficient performance or inadequate management capacity of the Grantee, DHCD shall have the right to require that any recipient of a loan which is comprised of proceeds of the CDBG Grant shall make all remaining principal and interest payments directly to the DHCD and that DHCD shall be entitled to all rights and remedies under any loan documents between the Grantee and a loan recipient. Grantee shall endeavor to include in all loan documents adequate provisions which permit DHCD to take the action described in this Section 14, unless otherwise agreed upon by DHCD. Such provisions shall be subject to the prior approval of DHCD.

15. Program Director; Notices.

a. The Program Director of the Maryland CDBG Program shall serve as the representative of DHCD for this Agreement.

b. All notices, requests, approvals and consents of any kind made pursuant to this Agreement shall be in writing. Any such communication, unless otherwise specified, shall be deemed effective as of the date it is mailed, postage prepaid, addressed as follows:

(i) Communications to DHCD shall be mailed to:

**CDBG Program Director
Division of Neighborhood Revitalization
Department of Housing and Community Development
7800 Harkins Road
Lanham, MD 20706**

(ii) Communications to Grantee shall be mailed to the Chief Elected Official and to:

**Kimberly Reynolds
Senior Budget Accountant
Worcester County
One West Market Street
Snow Hill, MD 21863**

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16. Amendment. This Agreement or any part hereof, may be amended from time to time only by a written instrument executed by DHCD and the Grantee.

17. Assignment. This Agreement may not be assigned without the prior written approval of DHCD.

18. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes all prior oral and written agreements between the parties hereto with respect to the CDBG Grant funds.

19. Governing Law. This Agreement shall be construed, interpreted and enforced in accordance with the laws of the State of Maryland.

20. Effective Date of Agreement and Date Upon Which Costs May Be Incurred.

a. Two original copies of this Agreement shall be presented to Grantee for acceptance and execution. After execution by Grantee, they will be executed and dated by DHCD. The effective date of this Agreement will be the date of DHCD's execution.

b. *No costs may be incurred until after the grantee has successfully completed an Environmental Review Record (ERR) and received a Release of Funds. This applies to both CDBG and non-CDBG funds.*

21. Term of Agreement. Unless sooner terminated pursuant to Section 10 of this Agreement or by the mutual consent of Grantee and DHCD, this Agreement shall remain in effect until Grantee's Project has been completed, the national objective has been met, the final amounts of the CDBG Grant have been disbursed, all reports and records due by the Grantee to DHCD have been submitted and approved by DHCD, the Project has been monitored and all findings, concerns and/or issues have been successfully resolved, and DHCD has issued an official letter closing the grant.

22. Further Assurances and Corrective Instruments. The Grantee agrees that it will, from time to time, execute and deliver, or cause to be executed and delivered, such amendment hereto and such further instruments as may be required by DHCD or HUD to comply with any existing or future State or federal regulations, directives, policies, procedures, and other requirements, or to further the general purposes of this Agreement.

23. Delay Does Not Constitute Waiver. No failure or delay of DHCD to exercise any right, power or remedy consequent upon default shall constitute a waiver of any such term, condition, covenant, certification or agreement of any such default or preclude DHCD from exercising any such default or preclude DHCD from exercising any such right, power or remedy at any later time or times.

24. Lien. During the CDBG Term of Use as stipulated in Exhibit A, Grantee shall not, and shall not allow any subrecipient, developer, or business to (a) create, incur, assume or suffer to exist any mortgage, pledge, security interest, encumbrance, lien, charge, conditional sale or other

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title retention agreement, or lien of any kind on property or improvements (or any part thereof or income therefrom) acquired or constructed/renovated with CDBG funds; or (b) make, create, permit or consent to any conveyance, sale, assignment or transfer of the property or improvements (or any part thereof) acquired or constructed/renovated with CDBG funds.

[Remainder of page intentionally left blank]

Witness our hands and seals.

ATTEST

**COUNTY COMMISSIONERS
OF WORCESTER COUNTY**

(Typed Name and Title)

By: _____ (SEAL)
Joseph M. Mitrecic
President

WITNESS:

**DEPARTMENT OF HOUSING AND
COMMUNITY DEVELOPMENT**
A principal department of the State
of Maryland

By: _____ (SEAL)
Kenneth C. Holt
Secretary

EFFECTIVE DATE: _____

Approved for form and legal sufficiency this ____ day of _____, 2022.

Assistant Attorney General

- Exhibit A: Scope of Services and Special Terms and Conditions
- Exhibit B: Project Budget
- Exhibit C: Project Implementation Schedule
- Exhibit D: Grant Reporting Schedule and Monitoring Documentation Requirements
- Exhibit E: General Certification
- Exhibit E-1: Restrictions on the Award of Certain Contracts and Subcontracts to Foreign Countries
- Exhibit E-2: Certification for Grants in Excess of \$100,000
- Exhibit F: Grant Payment Procedures
- Exhibit G: Federal Award Information

EXHIBIT A

MARYLAND CDBG SFY 23 PROJECT SCOPE OF SERVICES
as more fully described in Grantee's application for CDBG funds dated June 14, 2022.

GRANTEE: COUNTY COMMISSIONERS OF WORCESTER COUNTY

**PROJECT NAME
AND LOCATION:** HOUSING REHABILITATION
Countywide, Worcester County

**PROJECT
DESCRIPTION:** Funds will be used for the rehabilitation of single family homes which are owned and occupied by low and moderate income households.

**NATIONAL
OBJECTIVES:** Benefit to Low and Moderate Income Persons – Housing

**ESTIMATED NUMBER
BENEFICIARIES:** 18 Households

**NUMBER LMI
BENEFICIARIES:** 18 Households

**% OF LMI
BENEFICIARIES:** 100%

SPECIAL TERMS AND CONDITIONS:

This section highlights Special Terms and Conditions specific to this grant and activities but does not identify all compliance regulations and requirements.

1. **Records to be Maintained for National Objective of Benefit to Low and Moderate Persons Through Housing Rehabilitation Activities:**
The Grantee is to document the total amount of household income of each household using the PART 5 income calculation process. The grantee is to document and provide data showing race, ethnicity and gender of the head of household. All records must be in a form and contain documentation, information or data satisfactory to DHCD.
2. **Audit**
The Grantee shall obtain the services of an independent, certified public accountant to perform an organizational-wide Single Audit of the Grantee in accordance with the *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* found in 2 CFR Part 200 (the "Audit"). Copies of the Audit are due to the DEPARTMENT and to the CDBG PROGRAM DIRECTOR within 9 months after the end of the Grantee's fiscal year.
3. **Environmental Review**
The project funded with this grant is CATEGORICALLY EXCLUDED under the National Environmental Policy Act. The Grantee must complete the necessary action steps and submit a Request for Release of Funds to the CDBG Environmental Officer. The Grantee is reminded that no project costs (CDBG or other) can be incurred for the project prior to the receipt of a Release of Funds.
4. **Financial Penalty - Environmental**
The Environmental Review and Request for Release of Funds must be submitted for approval by DHCD within 75 days of the grant award date. Failure to do so will result in a 2% financial penalty of the grant award. The penalty will be assessed initially from administrative funds awarded. If no administrative funds were awarded, then project funds will be recaptured. The exception shall be for projects with issues identified through screening letters where the CDBG Environmental Officer has been notified in writing. Further delay in completing the Environmental Review and obtaining a Release of Funds could result in the termination of the grant.
5. **Financial Penalty – Minimum Draw Requirement**
The Grantee must request payment of a minimum of 5% of grant funds within 180 days of the grant award date. Failure to do so will result in a 2% penalty of the grant award each month until funds are drawn. The penalty will be assessed initially from administrative funds awarded. If no administrative funds were awarded, then project funds will be recaptured. Exceptions to this policy will be considered on a case by case basis if the grantee submits an exception request in writing to the Program Director at least two weeks prior to the due date.

6. **Recordkeeping**
The Grantee is required to maintain hard copy (not digital) files until the grant has been monitored and a close out letter has been issued by DHCD.
7. **Required Second Public Hearing**
Grantees are to conduct a second public hearing which must take place in conjunction with a regularly scheduled meeting of the elected public officials. The second hearing should provide a review of program performance and status of grant activities. It must be held prior to the grant end date. The notice of the hearing must be published in a local newspaper at least five (5) days prior to the hearing.
8. **Required Plans**
The Grantee must ensure that all required plans have been adopted or updated and maintained throughout the life of the grant.
9. **Procurement Policies**
The Grantee is to comply with the procurement processes identified in the *CDBG Financial and Procurement Manual*.
10. **Conflict of Interest Policy**
The Grantee must provide a copy of their Conflict of Interest Policy for review. If it is not found to be sufficient with standards found in 2 CFR Part 200, 24 CFR Part 570.489 and COMAR, the Grantee will be advised as to deficiencies and recommended changes.
11. **Housing Rehabilitation Policies**
Grantees are required to have an approved CDBG Housing Rehabilitation Policy Manual which should include any and all State policy changes. The Grantee must submit the most recent version of their housing rehabilitation policies, which includes the most current CDBG Policy changes, for approval by the CDBG Housing Rehabilitation Specialist prior to commencement of activity. Failure to obtain written approval will result in denial of payment requests.
12. **CDBG Program Income Re-Use**
The Grantee's CDBG Program Income Re-Use Plan has been approved for this grant. The Grantee is reminded that they are to utilize any CDBG Program Income received from previously funded grant activities prior to requesting grant funds. The use of CDBG Program Income is to be reported in the Semi-Annual Report.
13. **Housing Rehabilitation Restriction**
The use of CDBG funding for single family housing rehabilitation is only for houses constructed after 1978 unless there is documentation demonstrating the house is free of lead based paint. This documentation can include negative tests or certifications showing that lead based paint has been sufficiently treated and abated. This restriction does not apply to water/sewer connections.

No CDBG funds can be used for lead paint testing or abatement activities.

EXHIBIT B

MARYLAND COMMUNITY DEVELOPMENT BLOCK GRANT PROJECT BUDGET

ACTIVITY	CDBG FUNDS	OTHER FUNDS	TOTAL COSTS	SOURCE OF OTHER FUNDS
1. Property Acquisition/Disposition				
2. Demolition/Clearance				
3. Relocation Assistance				
4. Housing Rehabilitation				
a. Housing Rehabilitation Grants	\$203,000	\$20,000	\$223,000	Shore Up
b. Emergency Grants	\$65,000	\$0	\$65,000	
c. Temporary Relocation	\$8,000	\$0	\$8,000	
d. Project Administration	\$24,000	\$60,000	\$84,000	County
5. Public Services				
6. Public Infrastructure				
7. Planning				
8. General Administration	\$0	\$23,700	\$23,700	County
TOTAL PROJECT COSTS	\$300,000	\$103,700	\$403,700	

EXHIBIT C

MARYLAND CDBG PROJECT IMPLEMENTATION SCHEDULE

Grant Approval Date:	July 14, 2022
Environmental Review:	To be completed and Release of Funds issued by September 27, 2022
Selection:	On-going through term of grant
Bidding:	On-going through term of grant
Construction:	On-going through term of grant
180 Day Expenditure Deadline:	A minimum of 5% of grant funds must be expended by January 10, 2023
Grant End Date:	July 31, 2024

EXHIBIT D

**CDBG GRANT REPORTING SCHEDULE
AND MONITORING DOCUMENTATION REQUIREMENTS**

Reports and documents shall be submitted to the address shown in Section 16(b)(i) of the Agreement. Reports shall be submitted on any applicable forms provided by DHCD and contain any information specifically requested by the CDBG Program Director.

TYPE OF REPORT	DUE DATE
Request for Release of Funds and Certification of Environmental Review Procedures	Due within 75 days of grant award to Environmental Officer prior to incurring any project costs and commencement of activities
Notice of contract award pre-construction minutes, and date of construction start	To Labor Standards Officer within 14 days after each event
Semi-Annual Status Report	Due January 10 and July 10 for the preceding six months
Annual Single Audit Report	To Program Director within 9 months of the end of the grantee's fiscal year if applicable
Grantee Labor Standards Compliance Payroll Submission Form	To Project Manager within 2 weeks of receipt of first payrolls for each construction contract that includes Labor Standards

Documents to be in local files and available for review during grant monitoring includes but is not limited to:

- Citizen Participation Plan
- Residential Anti-Displacement and Relocation Assistance Plan
- Conflict of Interest Policy
- Personnel Policies
- Fair Housing and Equal Opportunity Plan
- Minority Business Plan
- Section 504 Self Evaluation

Additional documentation is identified in Exhibit A of the grant agreement, the CDBG Guidebook and the CDBG Monitoring Handbook which are provided to grantees.

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EXHIBIT E

GENERAL CERTIFICATION

The Grantee certifies and agrees that:

- (1) The grant will be administered in accordance with the CDBG Citizen Participation Plan which was adopted by the elected officials of the jurisdiction prior to submission of an application for funding.
- (2) Its chief executive officer or other officer of applicant approved by the Department of Housing and Community Development:
 - (a) Consents to assume the status of a responsible Federal official under the National Environmental Policy Act of 1969 (NEPA) and other provisions of Federal law, as specified at 24 CFR 58.1, which further the purposes of NEPA insofar as the provisions of such Federal law apply to the Maryland Community Development Block Grant Program; and
 - (b) Is authorized and consents on behalf of the applicant and himself/herself to accept the jurisdiction of the Federal courts for the purpose of enforcement of his/her responsibilities as such an official.
- (3) It will comply with the regulations, policies, guidelines and requirements found in 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, as they relate to the application, acceptance, and use of Federal funds under this Part.
- (4) It will comply with:
 - (a) Section 110 of the Housing and Community Development Act of 1974, as amended, 24 CFR 570.603, and State regulations regarding the administration and enforcement of labor standards;
 - (b) The provisions of the Davis-Bacon Act (40 U.S.C. 276a) with respect to prevailing wage rates (except for projects for the rehabilitation of residential properties of fewer than eight units);
 - (c) Contract Work Hours and Safety Standards Act of 1962, 40 U.S.C. 327-333, requiring that mechanics and laborers (including watchmen and guards) employed on federally assisted contracts be paid wages of not less than one and one-half times their basic wage rates for all hours worked in excess of eight in a calendar day or forty in a work-week, whichever is greater; and
 - (d) Federal Fair Labor Standards Act of 1938, 29 U.S.C. 201 *et seq.*, requiring that covered employees be paid at least the minimum prescribed wage, and also that they be paid one and one-half times their basic wage rate for all hours worked in excess of the prescribed work-week.
- (5) Assessment Provision

It will not attempt to recover any capital costs of public improvements assisted in whole or part with CDBG funds by assessing any amount against properties owned and occupied by persons of low and moderate income including any fee charged or assessment made as a condition of obtaining access to such public improvements, unless (i) CDBG funds received are used to pay the proportion of such fee or assessment that relates to the capital costs of such public improvements that are financed from revenue sources other than CDBG funds; or

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- (ii) for purposes of assessing any amount against properties owned and occupied by persons of low an moderate income who are not persons of very low income, the grantee certifies to the Secretary or such State, as the case may be, that it lacks sufficient funds received from CDBG Program to comply with the requirements of clause (i).
- (6) It will comply with all requirements imposed by the State concerning special requirements of law, program requirements, and other administrative requirements approved in accordance with 2 CFR Part 200,
- (7) It will require every building or facility (other than a privately owned residential structure) designed, constructed, or altered with funds provided under this Part to comply with the Requirements of the Americans With Disabilities Act. The applicant will be responsible for conducting inspections to insure compliance with these specifications by the contractor.
- (8) It will comply with the following fair housing and equal opportunity regulations and requirements:
- (a) Title VI of the Civil Rights Act of 1964 (Public Law 88-352), and the regulations issued pursuant thereto (24 CFR Part 1);
 - (b) Title VIII of the Civil Rights Act of 1968 (Public Law 90-284), as amended;
 - (c) Section 106 (d)(5)(B) of Title I of the Housing and Community Development Act of 1974, as amended;
 - (d) Executive Order 11259;
 - (e) Section 109 of Title 1 of the Housing and Community Development Act of 1974, and the regulations issued pursuant thereto (24 CFR Part 570.601);
 - (f) Executive Order 11063 on equal opportunity;
 - (g) Executive Order 11246, as amended by Executive Order 13672;
 - (h) The Fair Housing Amendment Act of 1988;
 - (i) The Housing for Older Persons Act of 1995;
 - (j) The Age Discrimination Act of 1975;
 - (k) Section 504 of the Rehabilitation Act of 1973;
 - (l) The Americans with Disabilities Act of 1990;
 - (m) The Equal Employment Opportunity Act;
 - (n) The Immigration Reform and Control Act of 1986; and
 - (o) The Vietnam Era Veteran's Readjustment Act of 1974 (revised Jobs for Veterans Act of 2002);
- (9) It will, to the greatest extent feasible, comply with Section 3 of the Housing and Urban Development Act of 1968, as amended, for construction projects in excess of \$200,000.
- (10) It will minimize displacement of persons and provide for services and benefits to any person or business involuntarily and permanently displaced as a result of activities associated with program funds as outlined in the CDBG Residential Anti-Displacement and Relocation Assistance Plan which was adopted by the elected officials of the jurisdiction prior to submission of the application.

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- (11) It will, in the event that displacement occurs as a part of a CDBG funded project, comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and HUD implementing instructions at 24 CFR Part 42.
- (12) It will establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business or other ties.
- (13) It will comply with the provisions of the Hatch Act of 1939 which limits the political activity of employees.
- (14) It will give State, HUD and the Comptroller General through any authorized representatives access to and the right to examine all records, books, paper, or documents related to the grant.
- (15) It will insure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the program are not listed on the Environmental Protection Agency (EPA) list of Violating Facilities and that it will notify the State of the receipt of any communications from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.
- (16) It will comply with the flood insurance purchase requirements of the Flood Disaster Protection Act of 1973, where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any areas, that has been identified by the Federal Emergency Management Agency as being in a floodplain or in an area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.
- (17) It will in connection with its performance of environmental assessments under the National Environmental Policy Act of 1969, comply with Section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. 470), Executive Order 11593, and the Preservation of Archeological and Historical Data Act of 1974 (16 U.S.C. 469-1, et seq.).
- (18) It will comply with:
 - (a) The National Environmental Policy Act of 1969 (42 U.S.C. Section 4321 et seq.) and 24 CFR Part 58;
 - (b) Executive Order 11988, Floodplain Management;
 - (c) Executive Order 11990, Protection of Wetlands;
 - (d) The Endangered Species Act of 1973, as amended, (16 U.S.C. Section 1531 et seq.);
 - (e) The Fish and Wildlife Coordination Act of 1958, as amended, (16 U.S.C. Section 661 et seq.);
 - (f) The Wild and Scenic Rivers Act of 1968, as amended, (16 U.S.C. Section 1271);
 - (g) The Safe Drinking Water Act of 1974, as amended, (42 U.S.C. Section 300(f) et seq.);
 - (h) The Clean Air Act of 1970, as amended, (42 U.S.C. Section 7401 et seq.);
 - (i) The Federal Water Pollution Control Act of 1972, as amended, (33 U.S.C. Section 1251 et seq.);
 - (j) The Clean Water Act of 1977, (Public Law 95-217); and

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- k) The Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. Section 6901 et seq.).
- (19) It will comply with the Residential Lead-Based Paint Hazard Reduction Act of 1992, as amended (Title X of the Housing and Community Development Act of 1992) and the EPA's Lead-Based Paint Renovation, Repair and Painting Rule when rehabilitating houses or buildings for residential use.
- (20) It will comply with all parts of Title I of the Housing and Community Development Act of 1974, as amended, which have not been cited previously as well as with other applicable laws.

Revised 12/21

EXHIBIT E-1**RESTRICTIONS ON THE AWARD OF CERTAIN CONTRACTS
AND
SUBCONTRACTS TO FOREIGN COUNTRIES**

If the Project constitutes a Public Building or Public Work Project, as those terms are defined in this Exhibit E-1, and pursuant to Section 109 of Public Law 100-202, the Joint Resolution making Further Continuing Appropriations in Fiscal Year 1988 (the "Appropriations Act"). Grantee hereby covenants and agrees as follows:

1. It shall not enter into any contract with a contractor or subcontractor of a country listed by the United States Trade Representatives (the "USTR") in the Federal Register on December 30, 1987, 53 FR 49255, for the construction, alteration, or repair of any Public Building or Public Work Project or any contract for architectural, engineering or other service directly related to the preparation for or performance of the construction, alteration, or repair of any Public Building or Public Work Project in the United States or possession of the United States.

2. Grantee shall not use any product in the construction, alteration or repair of any Public Building or Public Work Project in the United States, including permanently affixed equipment, instruments, utilities, electronic and other devices, but not including vehicles or construction equipment, if more than 50% of the total cost of the product is allocable to production or manufacture in a country listed by USTR.

3. A "Public Building" means a building for which construction, completion, rehabilitation or repair is carried on directly by authority of United States Department of Housing and Urban Development ("HUD") where the building is or will be publicly owned or operated and is intended to serve the interest of the general public.

4. A "Public Work Project" means construction activity, including construction, completing rehabilitation or repair of publicly owned or operated improvements such as bridges, dams, parks, streets, sidewalks, curbs, gutters, parking facilities, tunnels, sewers, mains, powerlines, pumping stations, airports, terminals, docks, piers, wharves, ways, levees, canals, dredging, shoring, rehabilitation or reactivation of public buildings, excavating, clearing, and landscaping, where the work performed is for an improvement intended to serve the interest of the general public. For the purposes of this definition, construction activity does not include manufacturing, furnishing of material, or servicing and maintenance work.

5. The Grantee shall include the following provisions in any material it uses to solicit bids or request proposals related to the construction, alteration or repair of the Project:

(a) Definitions.

"Component," as used in this clause, means those articles, materials, and supplies incorporated directly into the product.

"Contractor or subcontractor of a foreign country," as used in this clause, means any contractor or subcontractor that is a citizen or national of a foreign country or is controlled directly or indirectly by citizens or nationals of a foreign country. A contractor or subcontractor shall be considered to be a citizen or national of a foreign country, or controlled directly or indirectly by citizens or nationals of a foreign country:

- (1) If 50 percent or more of the contractor or subcontractor is owned by a citizen or a national of the foreign country;
- (2) If the title to 50 percent or more of the stock of the contractor or subcontractor is held subject to trust or fiduciary obligation in favor of citizens or nationals of the foreign country;

- (3) If 50 percent or more of the voting power in the contractor or subcontractor is vested in or exercisable on behalf of a citizen or national of the foreign country;
- (4) In the case of a partnership, if any general partner is a citizen of the foreign country;
- (5) In the case of a corporation, if its president or other chief executive officer or the chairman of its board of directors is a citizen of the foreign country or the majority of any number of its directors necessary to constitute a quorum are citizens of the foreign country or the corporation is organized under the laws of the foreign country or any subdivision, territory, or possession thereof; or
- (6) In the case of a contractor or subcontractor who is a joint venture, if any participant firm is a citizen or national of a foreign country or meets any of the criteria in subparagraphs (a)(1) through (5) of this clause.

"Product", as used in this clause, means construction materials-i.e., articles, materials, and supplies brought to the construction site for incorporation into the Public Works Project, including permanently affixed equipment, instruments, utilities, electronic or other devices, but not including vehicles or construction equipment. In determining the origin of a product, the Grantee will consider a product as produced in a foreign country if it has been assembled or manufactured in the foreign country, or if the cost of the components mined, produced, or manufactured in the foreign country exceed 50 percent of the cost of all its components.

- (b) Certification. Except as provided in paragraph (c) of this provision, by submission of its bid or proposal, the offeror certifies that it:
 - (1) Is not a contractor of a foreign country included on the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR) (see paragraph (h) of this provision);
 - (2) Has not or will not enter into any subcontract with a subcontractor of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR; and
 - (3) Will not provide any product of a country included on the list of foreign countries that discriminate against U.S. firms published by the USTR.
- (c) Inability to certify. An offeror unable to certify in accordance with paragraph (b) of this provision shall submit with its offer a written explanation fully describing the reasons for its inability to make the certification.
- (d) Applicability of 18 U.S.C. 1001. The certification in paragraph (b) of this provision concerns a matter within the jurisdiction of an agency of the United States, and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, U.S.C. 1001.
- (e) Notice. The offeror shall provide immediate written notice to the Contracting Officer if, at any time before the contract award, the offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

- (f) Restrictions on contract award. Unless a waiver to these restrictions is granted by the Secretary of Housing and Urban Development, no contract will be awarded to a offeror:
- (1) Who is owned or controlled by a citizen or national of a foreign country included on the list of foreign countries that discriminate against U.S. firms published by the USTR;
 - (2) Whose subcontractors are owned or controlled by citizens or nationals of a foreign country on the USTR list; or
 - (3) Who incorporates any product of a foreign country on the USTR list in the public works project.
- (g) Recordkeeping. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (b) of this provision. The knowledge and information of an offer or is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (h) USTR list. The USTR published an initial list in the Federal Register on December 30, 1987 (53 FR 49244), which identified one country - Japan. The USTR can add countries to the list, and remove countries from it, in accordance with Section 109(c) of Publication L. 100-202."
6. The Grantee shall include the following provisions in any contract for the construction, alteration or repair of the Project:
- (a) Definitions.
- "Component," as used in this clause, means those articles, materials, and supplies incorporated directly into the product.
- "Contractor or subcontractor of a foreign country," as used in this clause, means any contractor or subcontractor that is a citizen or national of a foreign country or is controlled directly or indirectly by citizens or nationals of a foreign country. A contractor or subcontractor shall be considered to be a citizen or national of a foreign country, or controlled directly or indirectly by citizens or nationals of a foreign country:
- (1) If 50 percent or more of the contractor or subcontractor is owned by a citizen or a national of the foreign country;
 - (2) If the title to 50 percent or more of the stock of the contractor or subcontractor is held subject to trust or fiduciary obligation in favor of citizens or nationals of the foreign country;
 - (3) If 50 percent or more of the voting power in the contractor or subcontractor is vested in or exercisable on behalf of a citizen or national of the foreign country;
 - (4) In the case of a partnership, if any general partner is a citizen of the foreign country;
 - (5) In the case of a corporation, if its president or other chief executive officer or the chairman of its board of directors is a citizen of the foreign country or the majority of any number of its directors necessary to constitute a quorum are citizens of the foreign country or the corporation is organized under the laws of the foreign country or any subdivision, territory, or possession thereof; or

- (6) In the case of a contractor or subcontractor who is a joint venture, if any participant firm is a citizen or national of a foreign country or meets any of the criteria in subparagraphs (a)(1) through (5) of this clause.

"Product", as used in this clause, means construction materials-i.e., articles, materials, and supplies brought to the construction site for incorporation into the public works project, including permanently affixed equipment, instruments, utilities, electronic or other devices, but not including vehicles or construction equipment. In determining the origin of a product, the Grantee, will consider a product as produced in a foreign country if it has been assembled or manufactured in the foreign country, or if the cost of the components mined, produced, or manufactured in Section 109(c) of Pub. L 100-202.

- (b) Certification. The contractor may rely upon the certification of a prospective subcontractor that it is not a subcontractor of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR and that products supplied by such subcontractor for use on the Federal public works project under this contract are not products of a foreign country included on the list of foreign countries that discriminate against U.S. firms published by the USTR, unless such contractor has knowledge that the certification is erroneous.
- (c) Subcontracts. The contractor shall incorporate this clause, modified only for the purpose of properly identifying the parties, in all subcontracts. This paragraph (c) shall also be incorporated in all subcontracts.

Exhibit E-2**FOR CDBG GRANTS IN EXCESS OF \$100,000**

The Grantee certifies, to the best of its knowledge and belief, that:

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

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

(3) The Grantee shall require that the language of this certification be included in the agreements between the Grantee and a subrecipient, contractor, or borrower where the amount a subrecipient, contractor, or borrower receives exceeds \$100,000 and the subrecipient, contractor, or borrower shall certify and disclose accordingly.

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

EXHIBIT F

GRANT PAYMENT PROCEDURES

PART I. INTRODUCTION

1. **PURPOSE** - The Grant Payment procedures outlined herein are designed to expedite the transfer of Maryland Community Development Block Grant (CDBG) funds from the State of Maryland Department of Housing and Community Development (DHCD) to an approved Grantee.
2. **OUTLINE OF SYSTEM** - The following is an outline of the procedures necessary to process a CDBG grant payment request under the State of Maryland's CDBG Program.
 - a. The State of Maryland makes a determination that a local government will receive funds from the Maryland CDBG Program and announces the award. The Maryland CDBG Program in the Division of Neighborhood Revitalization of DHCD sends the local government two copies of the Grant Agreement, which includes Grant Payment Procedures (Exhibit F), State of Maryland ACH Form/Direct Deposit Authorization for Vendor Payments Form (Exhibit 1) and the Authorized Signatures Form (Exhibit 2).
 - b. The Grantee executes both of the Grant Agreements which includes required grant payment procedures and forms. The grant agreement and all forms are returned to the Maryland CDBG Director, Division of Neighborhood Revitalization, DHCD, 7800 Harkins Road, Lanham, MD 20706. The grant agreement should be sent back immediately upon signing but the required grant payment forms (Exhibits 1 & 2) can be signed and returned at a later date if need be. The forms must be submitted prior to first request for payment. *NOTE: The legal name of the Grantee should appear on all forms and accounts as it is listed in the CDBG Grant Agreement.*
 - c. The Maryland CDBG Program approves the completed forms and the Grantee's account in the amount of its CDBG award is established in the State's STARS financial management system.
 - d. The Maryland CDBG Program furnishes the grantee a copy of Request for Payment Form (Exhibit 3).
 - e. Following the effective date of the Grant Agreement and the completion of the Environmental Review Record which results in the Grantee receiving a completed Notice of Release of Funds Form (Exhibit 4), the Grantee may request funds by submitting a completed Request for Payment Form (Exhibit 3) and the Expenditure Tracking Form (Exhibit 3A) to the Maryland CDBG Program in order to meet the Grantees' current cash disbursement needs.
 - f. The Maryland CDBG Program will review Grantee's Request for Payment to:
 - verify authorized signatures;
 - verify mathematical computations;
 - for appropriate activities, verify that the environmental clearance has been obtained and the Release of Funds has been issued;
 - verify that sufficient grant funds are available;
 - verify that request will not exceed amount budgeted for the appropriate project activity;
 - determine that other applicable special conditions have been met; and
 - verify that the assigned CDBG Project Manager has not put a hold on grant payments.
 - g. The Maryland CDBG Program then forwards approved Requests for Payment to the Department's Finance Division which processes and submits to the Comptroller's Office for payment.

- h. The State Treasurer's Office disburses the grant payment and electronically transfers funds directly to the Grantee's designated depository for credit to its account.

PART II. POLICY

1. Grant payments cannot be made for any grant until the following actions occur: (a) the Grant Agreement is executed by all parties; (b) the CDBG Program receives and approves the Grantee's certification of completion of the environmental review process; (c) the CDBG Program removes grant conditions and issues a release of funds and (d) the CDBG Program has determined that all other possible conditions have been met.
2. The Request for Payment form (Exhibit 3) must be accurately completed or it will not be processed. If there are questions, please contact your CDBG Project Manager prior to submitting the request.
3. It can take up to thirty days to receive the CDBG grant funds once the request is submitted. The payment will be electronically transferred by the Treasurer's Office following receipt and approval of a completed Request for Payment form (Exhibit 3) by the Maryland CDBG Program and DHCD Finance Division.
4. A Grantee may request a payment from DHCD as often as needed. With the exception of the final payment, the minimum amount that may be requested is \$5,000.
5. The Grantee will indicate on the Request for Payment (Exhibit 3) as to whether it is using an "advance" or "reimbursement" system. The Grantee should attempt to use the same system throughout grant implementation.

ADVANCE SYSTEM - An advance is a payment made to a Grantee upon its request before cash outlays are made by the Grantee. The Grantee is required to establish a separate, non-interest bearing depository account in a financial institution insured by FDIC or FSLIC. When funds are received in the Grantee's primary bank account, they must be moved to this separate account. Funds must be expended within five business days from the date received in the Grantee's primary bank account via the wire transfer.

REIMBURSEMENT SYSTEM - A reimbursement is a payment made to a grantee upon request after cash outlays have been made by the Grantee.

6. A Grantee that invoices on a reimbursement basis exclusively may earn interest on its depository account.
7. In the event that interest is earned on CDBG monies requested on an advance basis, they will be collected by the Maryland CDBG Program and returned to the U.S. Treasury.
8. A Grantee that submits a request for payment on an advanced basis may keep up to \$5,000 on-hand. Additional requests should be in an amount to meet current disbursement needs (defined as the funds to be expended within five working days of receipt). Grantees that request payment on a reimbursement basis are not subject to the five working day rule. All grant funds must be expended from grantee's account by the grant end date and any funds remaining on-hand will be recaptured.
9. Grantees that have approved CDBG Program Income Re-Use Plans for previous awards may receive Program Income. If the Program Income is received from an older grant for an activity such as housing rehabilitation, it is to be used before the Grantee can request grant funds from a current award for housing rehabilitation. The use of Program Income is to be reported in the Semi-Annual report for the current award. IF Program Income is received as a result of previous awards without Re-Use Plans or if they no longer operate the activities that had been approved, the Grantee is to contact their Program Manager to discuss further.

PART III. GRANTEE REQUIREMENTS

1. DESIGNATION OF DEPOSITORY - State of Maryland funds will be electronically transferred directly to the depository designated and authorized by the Grantee for credit to the Grantee's bank account.

The Grantee shall complete the State of Maryland ACH/Direct Deposit Authorization for Vendor Payments Form (ACH Form). If the ACH Form has been previously submitted and is current, please provide DHCD with a copy of it or complete Exhibit 1 with the most current information. If changes are required by the Grantee, follow the directions on the ACH Form and provide a copy to DHCD of the ACH Form sent to the Comptroller's Office.

After the forms are completed by the Grantee, they are to be sent to the Maryland CDBG Program, Division of Neighborhood Revitalization, Department of Housing and Community Development, 7800 Harkins Road, Lanham, MD 20706. The Grantee shall retain a copy for your file.

The Grantee shall execute a new ACH/Direct Deposit Authorization for Vendor Payments Form whenever changes in the depository are made. A copy must always be sent to DHCD.

2. AUTHORIZED SIGNATURE FORM - The form for Authorized Signatures for Request for Payment on CDBG Account (Exhibit 2), must contain signatures identical to the typed names of the individuals authorized by the Grantee to co-sign the Request for Payment. At least two persons must be identified but it is strongly recommended that the Grantee identify at least four persons. The written and typed names must be identical on each form. The Grantee shall submit an original form to the Maryland CDBG Program at the address listed above and retain one set for local files. The person certifying the authorized signatures can not be listed as an authorized signature.

When the Grantee submits a Request for Payment, the Maryland CDBG Program will accept only the signatures of persons named on the current signature form on file. New signature forms are to be submitted whenever there is a change, including additions or deletions, of the persons authorized to sign a Request for Payment. A change in the title or position of a person so authorized does not require another signature form if the person's authority to sign a Request for Payment remains unchanged.

3. REQUEST FOR PAYMENT FORM - The Grantee shall execute one original of Request for Payment Form (Exhibit 3) each time it is determined that funds are required to meet current or anticipated disbursement needs.

The executed original form shall be mailed to the Maryland CDBG Program, Division of Neighborhood Revitalization, Department of Housing and Community Development, 7800 Harkins Road, Lanham, MD 20706. A copy is to be retained by the Grantee for its records.

4. EXPENDITURE FORM - The Grantee is required to submit form Exhibit 3A - Expenditure Tracking Form when they submit each Request for Payment Form. This form is required at this stage rather than actual copies of bills to identify the specific expenses to be paid with the CDBG funds unless requested by the Project Manager. Note that specific vendors who were paid or will be paid with CDBG funds are to be identified. The Grantee is not to identify themselves or the subrecipient, developer or business as a vendor.
5. EXPENDITURE TRACKING FORM - LOCAL USE - The Grantee is required to use and maintain form Exhibit 3B - Expenditure Tracking Form - Local Use. The purpose of this form, when completed, will assist the State in monitoring the grant and to assist the Grantee with tracking expenditures.

Revised: 12/21



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

To: Commissioners

From: Roscoe R. Leslie

Date: July 13, 2022

RE: Quitclaim of Bette Drive and Vivian Street

We've received a request to quitclaim any interest the County may have in a portion of two unimproved platted roads as depicted in the enclosed plat.

The unimproved roads are not listed within the Inventory of Public Roads of Worcester County. There are no plans to make improvements to this road and the Department of Public Works has approved the request.

LAW OFFICES
COATES, COATES & COATES, P.A.

6200 COASTAL HIGHWAY, SUITE 300
OCEAN CITY, MARYLAND 21842

(410) 723-6000

FAX: (410) 723-6107

SNOW HILL OFFICE:
204 WEST GREEN STREET
P.O. BOX 293
SNOW HILL, MARYLAND 21863
(410) 632-3090
FAX: (410) 632-3093

RAYMOND D. COATES, JR.
B. RANDALL COATES
THOMAS K. COATES
W. HANK FISHER, III

RAYMOND D. COATES, SR.
(1928 – 2008)

REPLY TO:

OCEAN CITY OFFICE

July 11, 2022

Roscoe R. Leslie, Esquire
County Attorney, Worcester County
Worcester County Government Center
One West Street, Room 1103
Snow Hill, Maryland 21863

Weston Young, CAO
Worcester County
One West Market Street
Snow Hill, Maryland 21863

RE: Samuel J. Chmar
Christine Chmar
Quit Claim Deed

Dear Sirs:

I represent Samuel J. Chmar and Christine M. Chmar. The Chmar's own Lots 63, 64 and 66 at Holiday Harbor as described on a plat recorded at Plat Book No. 8, Folio 9 in the Land Records of Worcester County, Maryland (copy enclosed).

These lots border street ends for streets known as Bette Drive and Vivian Street. The developer created lagoons to the North of these street ends so the streets will never be extended. As a result, I have enclosed a quit claim deed to transfer title to the road beds adjoining my clients lots together with copies of their current deeds and title certification.

Please confirm that these road beds or street ends are not in the Inventory of Public Roads. I have copied Kevin Lynch on this letter so that he can provide an answer to their question.

Upon receipt of a letter of confirmation from Mr. Lynch please present the deed to the Worcester County Commissioners for execution. Please let me know if you have any questions.

Very truly yours,



Thomas K. Coates

TKC/kar
Enclosures
CC: Samuel Chmar
Kevin Lynch, Roads Superintendent
5764 Worcester Highway
Snow Hill, MD 21863



COORDINATE VALUES		
Point	LATITUDE	DEPARTURE
1	10000.00	10000.00
2	9999.99	10000.00
3	9999.98	10000.00
4	9999.97	10000.00
5	9999.96	10000.00
6	9999.95	10000.00
7	9999.94	10000.00
8	9999.93	10000.00
9	9999.92	10000.00
10	9999.91	10000.00
11	9999.90	10000.00
12	9999.89	10000.00
13	9999.88	10000.00
14	9999.87	10000.00
15	9999.86	10000.00
16	9999.85	10000.00
17	9999.84	10000.00
18	9999.83	10000.00
19	9999.82	10000.00
20	9999.81	10000.00
21	9999.80	10000.00
22	9999.79	10000.00
23	9999.78	10000.00
24	9999.77	10000.00
25	9999.76	10000.00
26	9999.75	10000.00
27	9999.74	10000.00
28	9999.73	10000.00
29	9999.72	10000.00
30	9999.71	10000.00
31	9999.70	10000.00
32	9999.69	10000.00
33	9999.68	10000.00
34	9999.67	10000.00
35	9999.66	10000.00
36	9999.65	10000.00
37	9999.64	10000.00
38	9999.63	10000.00
39	9999.62	10000.00
40	9999.61	10000.00
41	9999.60	10000.00
42	9999.59	10000.00
43	9999.58	10000.00
44	9999.57	10000.00
45	9999.56	10000.00
46	9999.55	10000.00
47	9999.54	10000.00
48	9999.53	10000.00
49	9999.52	10000.00
50	9999.51	10000.00
51	9999.50	10000.00
52	9999.49	10000.00
53	9999.48	10000.00
54	9999.47	10000.00
55	9999.46	10000.00
56	9999.45	10000.00
57	9999.44	10000.00
58	9999.43	10000.00
59	9999.42	10000.00
60	9999.41	10000.00
61	9999.40	10000.00
62	9999.39	10000.00
63	9999.38	10000.00
64	9999.37	10000.00
65	9999.36	10000.00
66	9999.35	10000.00
67	9999.34	10000.00
68	9999.33	10000.00
69	9999.32	10000.00
70	9999.31	10000.00
71	9999.30	10000.00
72	9999.29	10000.00
73	9999.28	10000.00
74	9999.27	10000.00
75	9999.26	10000.00
76	9999.25	10000.00
77	9999.24	10000.00
78	9999.23	10000.00
79	9999.22	10000.00
80	9999.21	10000.00

NOTE
 EXISTING STREET LINES, LOTS AND
 PLATS IN THIS PLAT WERE
 VICTED AND RECORDED IN
 1924 AND ARE NOT TO BE
 CHANGED BY THIS PLAT.

NOTE
 I HEREBY CERTIFY THAT THE REPRESENTATIVE
 OF SACTIONS 25 AND 26 OF SECTION
 17 OF THE ORIGINAL PLAT OF
 1924 WERE AS APPEARED BY CHAPTER
 1010 OF THE ACTS OF THE GENERAL ASSEMBLY,
 1924 CONCERNING THE MATTER OF THIS PLAT
 AND THE METHOD OF MATTERS HAS BEEN COM-
 PLIED WITH.

HOLIDAY HARBOR OWNER:
Louis J. Hickman
 Louis J. Hickman
 Date: June 28, 1924

HOLIDAY HARBOR
PLAT NO. 2
 LOUIS J. HICKMAN - OWNER
 SCALE: 1" = 100'
 LOCATED NEAR DISHERVILLE, MARYLAND
 IN THE 5TH ELECTION DISTRICT
 WORCESTER COUNTY

Prepared by: *Blair D. Gales*

LEGEND
 (Symbol) Point in original plat (p. 12)
 (Symbol) New point plat (p. 20-44)

ALL
 SOUTH
 HALF

ITEM 2

THIS QUITCLAIM DEED, made this ____ day of _____, in the year two thousand twenty-two (2022), by the duly elected and currently serving COUNTY COMMISSIONERS OF WORCESTER COUNTY, a body corporate and politic of the State of Maryland, Grantor, to SAMUEL J. CHMAR and CHRISTIE M. CHMAR, his wife, Grantees.

WHEREAS, Grantor has by resolution adopted prior hereto abandoned many platted roads and streets in Worcester County, including the portion of the adjacent street, hereinafter described.

WHEREAS, Grantees are the owners of Lots Numbers 63, 64 and 66 on a plat known as "Holiday Harbor Plat No. 2", which said plat is duly recorded among the Land Records of Worcester County, Maryland in Plat Book F.W.H. No. 8, folio 9; pursuant to 1) Deed dated September 23, 2021 and recorded among the Land Records of Worcester County, Maryland in Libe S.R.B. No. 8184, folio 186, et seq.; 2) Deed dated March 10, 2006 and recorded among the Land Records of Worcester County, Maryland in Liber S.V.H. No. 4661, folio 554, et seq. and 3) Deed dated December 18, 2019 and recorded among the Land Records of Worcester County, Maryland in Liber S.R.B. No. 7560, folio 458, et seq.; and

WHEREAS, by operation of law, the Grantees are the owners of the property hereinafter more particularly described as being quitclaimed to them and the Grantors have agreed to join herein to make as a matter of record the fact that it has abandoned and quitclaimed the portion of the adjacent alley hereinafter more particularly described.

WITNESSETH

THAT FOR AND IN CONSIDERATION of the sum of Zero Dollars (\$0.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the said Grantors for and on behalf of

ITEM 2

Worcester County, Maryland, do hereby quitclaim unto SAMUEL J. CHMAR and CHRISTIE M. CHMAR, as tenants by the entireties, their assigns, the survivor of them and the personal representatives and assigns of such survivor, forever in fee simple, all of the right, title, interest and estate of Worcester County, Maryland, in the lot of ground lying and being situate in the Fifth Tax District of Worcester County, Maryland and described as follows:

ITEM ONE: All that certain lot or parcel of land being the easterly uniform one-half portion of the street, referred to as Vivian Street, adjacent to Lot Number 67, depicted on the plat known as "Holiday Harbor Plat No. 2", which said plat is duly recorded among the Land Records of Worcester County, Maryland in Plat Book F.W.H. No. 8, folio 9, this parcel fronts along the entire southerly boundary of Lot 67, being 150 feet in length and extends a uniform width of twenty (20) feet.

ITEM TWO: Beginning for this description at a corner of Lot 64 as shown on Plat 2 of Holiday Harbor, 5th Election District of Worcester County, Maryland; said point is further described as being the southeasterly corner of Lot 64 on Dixie Drive; thence from said place of beginning and by and with the easterly line of Lot 64 North 47 degrees 03 minutes East, 150.0 feet to the waters of a lagoon; thence by and with the said lagoon in a general direction of South 42 degrees 57 minutes East, 40.0 feet to the lot line of Lot 63 of the aforesaid plat; thence by and with the said line of Lot 63 South 47 degrees 03 minutes West, 150.0 feet to the line of Dixie Drive; thence by and with the line of Dixie Drive and binding therein North 42 degrees 57 minutes West, 40.0 feet to the place of beginning;

ITEM 2

containing 6,000.00 square feet, be the same, more or less.

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

TO HAVE AND TO HOLD the above described granted property unto the said Samuel J. Chmar and Christie M. Chmar, his wife, as tenants by the entireties, their assigns, the survivor of them, and the personal representatives and assigns of such survivor, forever in fee simple; Subject, however, to private rights of way as may exist.

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

WITNESS:

COUNTY COMMISSIONERS OF WORCESTER
COUNTY

Witness

By: _____ (SEAL)
Joseph M. Mitrecic, President

STATE OF MARYLAND, COUNTY OF WORCESTER, TO WIT:

I HEREBY CERTIFY that on this _____ day of _____, 2022, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Joseph M. Mitrecic, who acknowledged himself to be the President of the County Commissioners of Worcester County, a body corporate and politic of the State of Maryland and that, as such President, being authorized so to do, executed and foregoing Quitclaim Deed for the purposes therein contained and also made oath in due form of law that this transfer is not all or substantially all of the property or assets of the County Commissioners of Worcester County by signing the name of the corporation by himself as President and further certifying that there is no taxable consideration for this transaction.

AS WITNESS my hand and official seal.

Notary Public
My commission expires

AFFIDAVIT

We, Samuel J. Chmar and Christie M. Chmar, Grantees herein, hereby certify that there was no monetary consideration (\$0.00) involved in this conveyance.

Samuel J. Chmar

Christie M. Chmar

I HEREBY CERTIFY that the within and foregoing instrument was prepared under the supervision of an attorney duly licensed to practice law in the State of Maryland.

Thomas K. Coates

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



ITEM 2



DALLAS BAKER JR., P.E.
DIRECTOR

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

CHRISTOPHER CLASING, P.E.
DEPUTY DIRECTOR

July 12, 2022

Thomas K. Coates
Coates, Coates & Coates, P.A.
6200 Coastal Highway, Suite 300
Ocean City, MD 21842

RE: Proposed Quit Claim – Holiday Harbor (Chmar)

Dear Mr. Coates:

This is in response to your letter of July 11, 2022 regarding the status of the road beds or street ends that border Bette Drive and Vivian Street as shown on the Holiday Harbor plat located in Bishopville, Maryland in Worcester County.

The portion of these roads as indicated on the plat is not listed within the Inventory of Public Roads of Worcester County.

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

Sincerely,

Kevin Lynch
Roads Superintendent

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

KL/ll
\\wfile2\users\llawrence\Letters\Holiday Harbor - Chmar Quit Claim

Real Property Data Search ()
 Search Result for WORCESTER COUNTY

View Map		View GroundRent Redemption		View GroundRent Registration	
Special Tax Recapture: None					
Account Identifier:		District - 05 Account Number - 015235			
Owner Information					
Owner Name:	CHMAR SAMUEL J	Use:	RESIDENTIAL		
	CHMAR CHRISTIE M	Principal Residence:	NO		
Mailing Address:	11109 W DIXIE DR	Deed Reference:	/08184/ 00186		
	BISHOPVILLE MD 21813-1669				
Location & Structure Information					
Premises Address:	WEST DIXIE DR	Legal Description:	LOT 63 - 15000 SQ FT		
	BISHOPVILLE 21813-0000		WEST DIXIE DRIVE		
			PL 2 HOLIDAY HARBOR		
Map:	Grid:	Parcel:	Neighborhood:	Subdivision:	Section:
0010	0019	0177	5010004.24	0224	
					Block:
					63
					Lot:
					2022
					Assessment Year:
					Plat No:
					Plat Ref:
Town: None					
Primary Structure Built	Above Grade Living Area	Finished Basement Area	Property Land Area	County Use	
			15,000 SF		
Stories	Basement	Type	Exterior	Quality	Full/Half Bath
					Garage
					Last Notice of Major Improvements
Value Information					
	Base Value	Value	Phase-in Assessments		
		As of	As of	As of	
		01/01/2022	07/01/2021	07/01/2022	
Land:	118,000	118,000			
Improvements	0	0			
Total:	118,000	118,000	118,000	118,000	
Preferential Land:	0	0			
Transfer Information					
Seller: DIEHL CYNTHIA F	Date: 10/01/2021	Price: \$90,000			
Type: ARMS LENGTH VACANT	Deed1: /08184/ 00186	Deed2:			
Seller: WHITE STEPHEN R	Date: 02/05/1997	Price: \$36,000			
Type: ARMS LENGTH VACANT	Deed1: RHO /02355/ 00522	Deed2:			
Seller: SCHNEIDER STEPHEN A & ROCHELL S	Date: 07/03/1990	Price: \$36,000			
Type: ARMS LENGTH IMPROVED	Deed1: RHO /01661/ 00474	Deed2:			
Exemption Information					
Partial Exempt Assessments:	Class		07/01/2021	07/01/2022	
County:	000		0.00		
State:	000		0.00		
Municipal:	000		0.00 0.00	0.00 0.00	
Special Tax Recapture: None					
Homestead Application Information					
Homestead Application Status: No Application					
Homeowners' Tax Credit Application Information					
Homeowners' Tax Credit Application Status: No Application			Date:		

BOOK: 8184 PAGE: 186

Ocean Investments Title Corporation
File No. 21-479TKC
Tax ID # 05 015235

This Deed, made this 23rd day of September, 2021, by and between **Cynthia F. Diehl**, a Maryland Resident, GRANTOR, and **Samuel J. Chmar** and **Christie M. Chmar**, his wife, GRANTEES.

Witnesseth –

That in consideration of the sum of Ninety Thousand and 00/100 Dollars (\$90,000.00), which includes the amount of any outstanding Mortgage or Deed of Trust, if any, the receipt of which is hereby acknowledged, the said Grantor does hereby grant and convey to the said Grantees, as his wife, as tenants by the entireties, their assigns, the survivor of them, and the personal representatives and assigns of such survivor, forever in fee simple, all that lot of ground situate in the County of Worcester, State of Maryland and described as follows, that is to say:

All that certain lot or parcel of land lying and being situate near Bishopville, in the Fifth Tax District of Worcester County, Maryland, on the easterly side Dixie Drive, which is designated and distinguished as Lot No. 63, on the plat entitled "Holiday Harbor - Plat No. 2", dated which said plat is recorded among the Land Records of Worcester County, Maryland, in Plat Book F.W.H. No. 8, folio 9.

Being all and the same property which, by Deed dated January 25, 1997, and recorded among the Land Records of the County of Worcester, State of Maryland, in Liber No. 2355, folio 522, was granted and conveyed by Stephen R. White unto Cynthia F. Diehl.

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

To Have and To Hold the said tract of ground and premises above described and mentioned, and hereby intended to be conveyed, together with the rights, privileges, appurtenances and advantages thereto belonging or appertaining unto and to the proper use and benefit of the said Samuel J. Chmar and Christie M. Chmar, his wife, as tenants by the entireties, their assigns, the survivor of them, and the personal representatives and assigns of such survivor, forever in fee simple

And the Grantor hereby covenants that she has not done or suffered to be done any act, matter or thing whatsoever, to encumber the property hereby conveyed; that she will warrant Specially the property hereby granted; and that she will execute such further assurances of the same as may be requisite.

40
594
450

WORCESTER COUNTY CIRCUIT COURT (Land Records) SRB 8184, p. 0186, MSA_CE31_8360. Date available 10/06/2021. Printed 04/08/2022.

COATES, COATES & COATES, P.A.

BOOK: 8184 PAGE: 187

In Witness Whereof, Grantor has caused this Deed to be properly executed and sealed the day and year first above written,

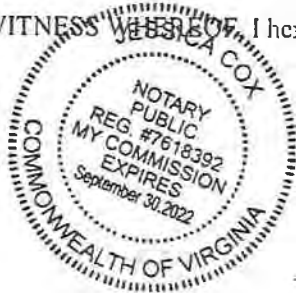
01/07/2021

Cynthia F. Dichl (SEAL)
Cynthia F. Dichl

STATE OF Virginia }
COUNTY OF Williamsburg } ss

I hereby certify that on this July 1 2021 day of July, 2021, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Cynthia F. Dichl, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged the same for the purposes therein contained, and further acknowledged the foregoing Deed to be her act, and in my presence signed and sealed the same, giving oath under penalties of perjury that the consideration recited herein is correct.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



Jessica Cox
Notary Public
My Commission Expires: 9/30/2022

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

Raymond A. ...
Attorney
LR Deed (w Taxes) Recording Fee no CT 20.00

AFTER RECORDING, PLEASE RETURN TO:
Ocean Investments Title Corporation
6200 Coastal Highway
Suite 300
Ocean City, MD 21842

TRXES FOR WHICH ASSESSMENTS
HAVE BEEN RECEIVED HAVE BEEN
PAID AS OF THIS DATE 9/30/21
Worcester County Finance Officer
BY [Signature]
SECRET PERSONAL PROPERTY

TRANSFER TAX PAID
FINANCE OFFICER
WORCESTER COUNTY MARYLAND
By [Signature] Date 9/30/21
Tax 8450-

Name: dichl/chmar
Ref:
LR - Surcharge - linked 40.00
LR - Recordation Tax - linked 594.00
LR - State Transfer Tax - linked 450.00
LR - NR Tax - lkd 0.00
SubTotal: 1,104.00
Total: 1,104.00
10/01/2021 12:25
CC23-AD
#15476481 CC0104 - Worcester County/CC01.04.02 - Register 02

OCT 01 2021 The foregoing instrument filed for record and is accordingly recorded among the land records of Worcester County, Maryland.
[Signature] Clerk

WORCESTER COUNTY CIRCUIT COURT (Land Records) SRB 8184, p. 0187, MSA_CE31_8360. Date available 10/06/2021. Printed 04/08/2022.

State of Maryland Land Instrument Intake Sheet

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

Space Reserved for Circuit Court Clerk Recording Validation

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

4 Consideration and Tax Calculations
Table with columns: Consideration Amount, Finance Office Use Only, Transfer and Recordation Tax Consideration

5 Fees
Table with columns: Amount of Fees, Doc. 1, Doc. 2, Agent, Tax Bill, C.B. Credit, Ag. Tax/Other

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

7 Transferred From
Doc. 1 - Grantor(s) Name(s)
Doc. 2 - Grantor(s) Name(s)

8 Transferred To
Doc. 1 - Grantee(s) Name(s)
Doc. 2 - Grantee(s) Name(s)
New Owner's (Grantee) Mailing Address

9 Other Names to Be Indexed
Doc. 1 - Additional Names to be Indexed (Optional)
Doc. 2 - Additional Names to be Indexed (Optional)

10 Contact/Mail Information
Instrument Submitted By or Contact Person
Name: Judi M
Firm: Ocean Investments Title Corporation
Address: 6200 Coastal Highway, Suite 300
Ocean City, MD 21842 Phone: (410) 723-6000

11 Assessment Information
IMPORTANT: BOTH THE ORIGINAL DEED AND A PHOTOCOPY MUST ACCOMPANY EACH TRANSFER
Will the property being conveyed be the grantee's principal residence?
Does transfer include personal property? If yes, identify:
Was property surveyed? If yes, attach copy of survey (if recorded, no copy required).

Space Reserved for County Validation

Terminal Verification, Agricultural Verification, Whole, Part, Tran. Process Verification
Table with columns: Transfer Number, Date Received, Deed Reference, Assigned Property No., Year, Land, Buildings, Total, Geo., Map, Sub, Block, Zoning, Grid, Plat, Lot, Use, Parcel, Section, Occ. Cd., Town Cd., Ex. St., Ex. Cd.

REMARKS:

WORCESTER COUNTY CIRCUIT COURT (Land Records) SRB 8184, p. 0188, MSA_CE31_8360. Date available 10/06/2021. Printed 04/08/2022.

Worcester County Commissioners
Title Certificate

Property - Legal Description:

Lot Number 63 on a plat known as "Holiday Harbor Plat No. 2, which said plat is duly recorded among the Land Records of Worcester County, Maryland in Plat Book F.W.H. No. 8, folio 9

Recording Reference - S.R.B. No. 8184, folio 186, et seq.
Copy of Deed Attached: Yes

Assessment Information:

Tax Map 0010 Parcel No. 0177 Tax ID# 05-015235

SDAT Information Sheet Attached: Yes

Fee Simple Owners(s) Samuel J. Chmar and Christie M. Chmar, his wife

Liens:

Record Holder: N/A

Recording Reference: _____ Nature of Lien: _____

Record Holder: _____

Recording Reference: _____ Nature of Lien: _____

Record Holder: _____

Recording Reference: _____ Nature of Lien: _____
Attach copies of all

Rights of Way and Easements:

Type of Easement: Utility Recording Reference: _____

Parties: _____

Type of Easement: Utility Recording Reference: _____

Parties: _____

Type of Easement: _____ Recording Reference: _____

Parties: _____

Attach copies of all

Encumbrances:

Type: _____ None
Recording Reference: _____

Parties: _____

Type: _____ Recording Reference: _____

Parties: _____

Type: _____ Recording Reference: _____

Parties: _____

Attach copies of all

Pending Litigation
(Affecting Title)

None

Any other matter affecting Title to the Property

1) _____

2) _____

Unrecorded instruments effecting title of which I have knowledge:

N/A

Limitation

This Certificate of Title is given for the benefit of the County Commissioners of Worcester County for the purpose of obtaining a quitclaim deed for adjoining street end.

Taxes & Public Charges

No certification is required.

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

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

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

Other Exceptions: _____



Signature

Date: 7/12/22

Thomas K. Coates
Printed Name
Attorney at Law

Real Property Data Search ()
 Search Result for WORCESTER COUNTY

View Map	View GroundRent Redemption	View GroundRent Registration
--------------------------	--	--

Special Tax Recapture: None

Account Identifier: District - 05 Account Number - 015030

Owner Information

Owner Name: CHMAR SAMUEL J & CHRISTIE M **Use:** RESIDENTIAL
Principal Residence: YES

Mailing Address: 11109 W DIXIE DR **Deed Reference:** /04661/ 00554
 BISHOPVILLE MD 21813-1669

Location & Structure Information

Premises Address: 11109 WEST DIXIE DR **Legal Description:** LOT 64 15000 SQ FT
 BISHOPVILLE 21813-0000 WEST DIXIE DRIVE
 PL 2 HOLIDAY HARBOR

Map: 0010	Grid: 0019	Parcel: 0177	Neighborhood: 5010004.24	Subdivision: 0224	Section:	Block: 64	Lot: 2022	Assessment Year:	Plat No:
									Plat Ref:

Town: None

Primary Structure Built 2006	Above Grade Living Area 2,986 SF	Finished Basement Area	Property Land Area 15,000 SF	County Use
-------------------------------------	---	-------------------------------	-------------------------------------	-------------------

Stories 2	Basement NO	Type STANDARD UNITS	Exterior SIDING/5	Quality Full	Half Bath 4	Garage 1 Attached	Last Notice of Major Improvements
------------------	--------------------	----------------------------	--------------------------	---------------------	--------------------	--------------------------	--

Value Information

	Base Value	Value	Phase-in Assessments	
		As of	As of	As of
Land:	132,000	132,000	01/01/2022	07/01/2021
Improvements	322,400	387,100		07/01/2022
Total:	454,400	519,100		
Preferential Land:	0	0	454,400	475,967

Transfer Information

Seller: TAYLOR RITA & Type: ARMS LENGTH VACANT	Date: 10/30/2003 Deed1: SVH /04661/ 00554	Price: \$90,000 Deed2:
Seller: HICKMAN LOUIS J Type: NON-ARMS LENGTH OTHER	Date: 03/11/2003 Deed1: SVH /03620/ 00366	Price: \$0 Deed2:
Seller: MERRILL C EVANS JR Type: ARMS LENGTH IMPROVED	Date: 03/16/1990 Deed1: RHO /01629/ 00054	Price: \$28,000 Deed2:

Exemption Information

Partial Exempt Assessments:	Class		
County:	000	07/01/2021	07/01/2022
State:	000	0.00	
Municipal:	000	0.00	
		0.00 0.00	0.00 0.00

Special Tax Recapture: None

Homestead Application Information

Homestead Application Status: Approved 07/11/2014

Homeowners' Tax Credit Application Information

Homeowners' Tax Credit Application Status: No Application **Date:**

CTW:bbm-51074

NO CONSIDERATION, NO TITLE EXAMINATION REQUESTED OR PERFORMED

THIS DEED, made this 10th day of March, in the year two thousand six (2006), by and between SAMUEL J. CHMAR, hereinafter called Grantor, and SAMUEL J. CHMAR and CHRISTIE M. CHMAR, husband and wife, of 703 - 146th Street, Ocean City, Maryland 21842, hereinafter referred to as Grantees, WITNESSETH:

Grantee →

THAT FOR AND IN CONSIDERATION of love and affection and no monetary consideration the said Grantor does hereby grant and convey unto SAMUEL J. CHMAR and CHRISTIE M. CHMAR, husband and wife, as tenants by the entireties, their assigns, the survivor of them, and the personal representatives and assigns of such survivor, forever in fee simple.

ALL that certain lot or parcel of land lying and being situate near Bishopville in the Fifth Election District of Worcester County, Maryland, which is designated and distinguished as Lot Number Sixty-Four (64) on the plat entitled "Holiday Harbor - Plat No. 2", dated June 26, 1964, made by William Czaban, Registered Professional Engineer No. 2967 of the State of Maryland, which said plat is recorded among the Land Records of Worcester County, Maryland, in Plat Book F.W.H. No. 8, folio 9; and BEING PART OF THE SAME property conveyed unto the Grantor herein from Rita H. Taylor and Lois H. Wells, Individually and as Trustees Of The Family "A" Trust Under Item V Of The Last Will And Testament Of Louis James Hickman, by Deed dated October 10, 2003, and recorded among the Land Records of Worcester County, Maryland, in Liber S.V.H. No. 3920, folio 237, et seq.; SUBJECT, NEVERTHELESS, to the covenants, agreements, conditions, easements, restrictions and charges set forth in a deed from Louis J. Hickman, ux. al., to Raymond D. Coastes and wife, dated June 15, 1960, and recorded among the Land Records of Worcester County, Maryland, in Liber F.W.H., No. 137, folio 331, et seq.

TOGETHER with all the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the hereinbefore described property unto SAMUEL J. CHMAR and CHRISTIE M. CHMAR, husband and wife, as tenants by the entireties, their

FILED

2006 MAR 15 A 10:43

STEPHEN V HALES
CLK. CT. CL.
WOR. CO.

WORCESTER COUNTY CIRCUIT COURT (Land Records) SVH 4661, p. 0554, MSA_CE31_4812. Date available 03/21/2006. Printed 06/28/2022.

CTW:bbm-51074

assigns, the survivor of them, and the personal representatives and assigns of such survivor, forever in fee simple; SUBJECT, HOWEVER, to the above-mentioned covenants, agreements, conditions, easements, restrictions and charges.

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

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

WITNESS:

[Signature]
As to S.J.C.

[Signature] (SEAL)
SAMUEL J. CHMAR

STATE OF MARYLAND, COUNTY OF WORCESTER TO WIT:

I HEREBY CERTIFY, that on this 10th day of March, 2006, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared SAMUEL J. CHMAR, who acknowledged the foregoing instrument for the purposes herein contained.

AS WITNESS my hand and official seal.

My Commission Expires: 7/11/06

[Signature]
Notary Public
Barbara B. Mowery
Notary Public
Worcester County
State of Maryland

AFFIDAVIT OF CONSIDERATION

I hereby certify under the penalties of perjury that the actual consideration paid or to be paid for the foregoing conveyance is the sum total of Zero Dollars (\$0.00); the Grantor is conveying an interest in the property to his wife.

[Signature]
SAMUEL J. CHMAR

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

[Signature]
CHRISTOPHER T. WOODLEY

TAXES FOR WHICH ASSESSMENTS
HAVE BEEN RECEIVED HAVE BEEN
PAID AS OF THIS DATE. 3/14/06
WORCESTER COUNTY FINANCE OFFICER
BY KDH
EXCEPT PERSONAL PROPERTY

TRANSFER TAX NOT REQUIRED
FINANCE OFFICER
WORCESTER COUNTY MARYLAND
By KDH
Authorized Signature
Date 3/14/06

WORCESTER COUNTY CIRCUIT COURT (Land Records) SVH 4661 p. 0555 MSA_CE31_48 2 Date available 03/21/2006 Printed 06/28/2022

WORCESTER COUNTY CIRCUIT COURT (Land Records) SVH 4661, p. 0556, MSA_CE31_4812 Date available 03/21/2006, Printed 06/28/2022.

IMP FD SURE \$	20.00
RECORDING FEE	20.00
TOTAL	40.00
Reg# H081	Rec# # 50724
SVH 5347	Blk # 1592
Mar 15, 2006	10:55 am

MAR 15 2006 The foregoing instrument
 filed for record and is accordingly recorded
 among the land records of Worcester County,
 Maryland.


 _____ Clerk

Worcester County Commissioners

Title Certificate

Property - Legal Description:

Lot Number 64 on a plat known as "Holiday Harbor Plat No. 2, which said plat is duly recorded among the Land Records of Worcester County, Maryland in Plat Book F.W.H. No. 8, folio 9

Recording Reference - S.V.H. No. 4661, folio 554, et seq.
Copy of Deed Attached: Yes

Assessment Information:

Tax Map 0010 Parcel No. 0177 Tax ID# 05-015030

SDAT Information Sheet Attached: Yes

Fee Simple Owners(s) Samuel J. Chmar and Christie M. Chmar, his wife

Liens:

Record Holder: First Home Mortgage Corp

Recording Reference: 7560 at 413 Nature of Lien: Mortgage

Record Holder: _____

Recording Reference: _____ Nature of Lien: _____

Record Holder: _____

Recording Reference: _____ Nature of Lien: _____

Attach copies of all

Rights of Way and Easements:

Type of Easement: Utility Recording Reference: _____

Parties: _____

Type of Easement: Utility Recording Reference: _____

Parties: _____

Type of Easement: _____ Recording Reference: _____

Parties: _____

Attach copies of all

Encumbrances:

Type: _____ None
Recording Reference: _____

Parties: _____

Type: _____ Recording Reference: _____

Parties: _____

Type: _____ Recording Reference: _____

Parties: _____

Attach copies of all

Pending Litigation
(Affecting Title)

None _____

Any other matter affecting Title to the Property

1) _____

2) _____

Unrecorded instruments effecting title of which I have knowledge:

N/A

Limitation

This Certificate of Title is given for the benefit of the County Commissioners of Worcester County for the purpose of obtaining a quitclaim deed for adjoining street end.

Taxes & Public Charges

No certification is required.

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

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

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

Other Exceptions: _____



Signature

Date: 7/12/22

Thomas K. Coates
Printed Name
Attorney at Law

Real Property Data Search ()
 Search Result for WORCESTER COUNTY

View Map	View GroundRent Redemption	View GroundRent Registration	
Special Tax Recapture: None			
Account Identifier:	District - 05 Account Number - 015243		
Owner Information			
Owner Name:	CHMAR SAMUEL J & CHMAR CHRISTIE M	Use: RESIDENTIAL Principal Residence: NO	
Mailing Address:	11109 W DIXIE DRIVE BISHOPVILLE MD 21813-0000	Deed Reference: /07560/ 00458	
Location & Structure Information			
Premises Address:	11105 W DIXIE DR BISHOPVILLE 21813-0000	Legal Description: LOT 66 - 15000 SQ FT WEST DIXIE DRIVE PL 2 HOLIDAY HARBOR	
Map:	Grid:	Parcel:	
0010	0019	0177	
Neighborhood:	Subdivision:	Section:	
5010004.24	0224		
Block:	Lot:	Assessment Year:	
66	2022		
Plat No:	Plat Ref:		
Town: None			
Primary Structure Built			
Above Grade Living Area	Finished Basement Area	Property Land Area	
County Use	15,000 SF		
Stories Basement	Type Exterior Quality	Full/Half Bath	
/			
Value Information			
	Base Value	Value	Phase-in Assessments
		As of	As of
		01/01/2022	07/01/2021
Land:	118,000	118,000	07/01/2022
Improvements	0	0	
Total:	118,000	118,000	118,000
Preferential Land:	0	0	118,000
Transfer Information			
Seller: SKILLMAN DEBORAH DARNEY FKA	Date: 12/20/2019	Price: \$95,000	
Type: ARMS LENGTH VACANT	Deed1: /07560/ 00458	Deed2:	
Seller: DARNEY JOHN HENRY JR &	Date: 10/14/1997	Price: \$0	
Type: NON-ARMS LENGTH OTHER	Deed1: RHO /02441/ 00120	Deed2:	
Seller: HICKMAN LOUIS J	Date: 11/13/1992	Price: \$10,000	
Type: NON-ARMS LENGTH OTHER	Deed1: RHO /01878/ 00521	Deed2:	
Exemption Information			
Partial Exempt Assessments:	Class	07/01/2021	07/01/2022
County:	000	0.00	
State:	000	0.00	
Municipal:	000	0.00 0.00	0.00 0.00
Special Tax Recapture: None			
Homestead Application Information			
Homestead Application Status: No Application			
Homeowners' Tax Credit Application Information			
Homeowners' Tax Credit Application Status: No Application Date:			

40
627
.475

THIS DEED, made this 18th day of December, 2019, by **DEBORAH DARNEY SKILLMAN, formerly Deborah Louise Darney, a Maryland resident**, herein called

Grantor:

THAT for and in consideration of the sum of **NINETY FIVE THOUSAND DOLLARS (\$95,000.00)**, the **Grantor** hereby grants and conveys unto the **Grantees, SAMUEL J. CHMAR and CHRISTIE M. CHMAR, as tenants by the entireties**, their assigns, the survivor of them, and the personal representatives and assigns of such survivor, forever in fee simple:

ALL that certain lot or parcel of land lying and being situate near Bishopville, in the Fifth Election District of Worcester County, Maryland, which is designated as **Lot No. Sixty-Six (66)**, on the Plat entitled "**Holiday Harbor-Plat No. 2**", dated June 26, 1964, made by William Czaban, Registered Professional Engineer, which plat is duly recorded among the Land Records of Worcester County, Maryland, in Plat Book F.W.H. No. 8, folio 9.

BEING ALL AND THE SAME property which was granted and conveyed unto the **Grantor** herein by Deed recorded among the aforesaid Land Records in **Liber No. 2441, folio 120, et seq.**

TO the aforesaid deed and plat, and to the references and recitals therein contained, and to all other deeds and plats in the chain of title, reference is hereby made for a further and more particular history and description of the property hereby conveyed, as though set forth in full herein.

TOGETHER with the improvements thereto, and the rights and appurtenances thereto belonging, or in anywise appertaining.

TO HAVE AND TO HOLD the above described property unto the **Grantees**, forever in fee simple, **SUBJECT, HOWEVER**, to the conditions and restrictions set forth in a Deed from Louis J. Hickman, et al. unto Raymond D. Coates, et al., dated June 15, 1960, and recorded in Liber F.W.H. No. 137, folio 331, et seq.

AND the **Grantor** hereby covenants that she will warrant specially the property hereby conveyed, and that she will execute such other and further assurances of the same as may be requisite.

WORCESTER COUNTY CIRCUIT COURT (Land Records) SRB 7560, p. 0458. MSA_CE31_7736 Date available 01/02/2020 Printed 06/28/2022.

JAMES E. CLUBB, JR., P.A.
ATTORNEY AT LAW
108 N. 8TH STREET
OCEAN CITY, MD 21842

AS WITNESS the hand and seal of the Grantor herein.

Deborah Darney Skillman (SEAL)
DEBORAH DARNEY SKILLMAN

STATE OF MARYLAND, to wit:

I HEREBY CERTIFY that, on this 16th day of December, 2019, before me, the subscriber, a Notary Public in and for the State aforesaid, personally appeared DEBORAH DARNEY SKILLMAN, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and she made oath in due form of law that she executed the same for the purposes therein contained.

AS WITNESS my hand and official seal.

James M. O'Keefe
Notary Public



My Commission expires: 11-3-21

I HEREBY CERTIFY that the within instrument was prepared by the undersigned - attorney duly admitted to practice before the Court of Appeals of Maryland

J. E. Clubb, Jr.
James E. Clubb, Jr.

LRO - Deed (w Taxes)	
Recording Fee no CT	20.00
Name: darney/chmar	
Ref:	
linked	40.00
LR - Recordation Tax - linked	627.00
LR - State Transfer Tax - linked	475.00
LR - NR Tax - lkd	0.00
SubTotal:	1,162.00
Total:	1,162.00
12/20/2019 12:40	
CC23 - AGT	

TAXES FOR WHICH ASSIGNMENTS HAVE BEEN RECEIVED HAVE BEEN PAID AS OF THIS DATE. 12-20-19
Worcester County Finance Officer

By KTC
EXCEPT PERSONAL PROPERTY

TRANSFER TAX PAID
FINANCE OFFICER
WORCESTER COUNTY MARYLAND
By KTC Date 12-20-19
Tax 475.00

Water & Wastewater Services
Worcester County
NO ASSESSMENT
By THW Date 12/20/19
Wor. Co Finance Officer

DEC 20 2019 The foregoing instrument filed for record and is accordingly recorded among the land records of Worcester County, Maryland.

Shirley Prosser
Clerk

State of Maryland Land Instrument Intake Sheet
 Baltimore City County: Worcester
 Information provided is for the use of the Clerk's Office, State Department of Assessments and Taxation, and County Finance Office Only.
 (Type or Print in Black Ink Only—All Copies Must Be Legible)

1 **Type(s) of Instruments** (Check Box if addendum Intake Form is Attached.)
 Deed Deed of Trust Mortgage Lease Other Other

2 **Conveyance Type Check Box**
 Improved Sale Arms-Length [1] Unimproved Sale Arms-Length [2] Multiple Accounts Arms-Length [3] Not an Arms-Length Sale [9]

3 **Tax Exemptions (if applicable)**
 Cite or Explain Authority
 Recordation
 State Transfer
 County Transfer

4 **Consideration and Tax Calculations**

Consideration Amount		Finance Office Use Only Transfer and Recordation Tax Consideration	
Purchase Price/Consideration	\$ 95,000.00	Transfer Tax Consideration	\$
Any New Mortgage	\$	X () % =	\$
Balance of Existing Mortgage	\$	Less Exemption Amount	\$
Other:	\$	Total Transfer Tax	\$
Other:	\$	Recordation Tax Consideration	\$
Full Cash Value:	\$	X () per \$500 =	\$
		TOTAL DUE	\$

5 **Fees**

Amount of Fees	Doc. 1	Doc. 2	Agent:
Recording Charge	\$ 20.00	\$	
Surcharge	\$ 40.00	\$	Tax Bill:
State Recordation Tax	\$ 627.00	\$	C.B. Credit:
State Transfer Tax	\$ 475.00	\$	Ag Tax/Other:
County Transfer Tax	\$ 475.00	\$	
Other	\$	\$	
Other	\$	\$	

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

District	Property Tax ID No. (1)	Grantor Liber/Folio	Map	Parcel No.	Var. LOG
05	015243				<input type="checkbox"/> (5)
Subdivision Name		Lot (3a)	Block (3b)	Sec/AR (3c)	Plat Ref.
Holiday Harbor		66			Sq Ft/Acreage (4)
Location/Address of Property Being Conveyed (2)					
West Dixie Drive, Bishopville, MD 21813					
Other Property Identifiers (if applicable)					
Water Meter Account No.					
Residential <input checked="" type="checkbox"/> or Non-Residential <input type="checkbox"/> Fee Simple <input checked="" type="checkbox"/> or Ground Rent <input type="checkbox"/> Amount: N/A					
Partial Conveyance? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Description/Amt. of Sq Ft/Acreage Transferred: N/A					
If Partial Conveyance, List Improvements Conveyed: N/A					

7 **Transferred From**

Doc. 1 - Grantor(s) Name(s)	Doc. 2 - Grantor(s) Name(s)
Deborah Darney Skillman	
Doc. 1 - Owner(s) of Record, if Different from Grantor(s)	Doc. 2 - Owner(s) of Record, if Different from Grantor(s)

8 **Transferred To**

Doc. 1 - Grantee(s) Name(s)	Doc. 2 - Grantee(s) Name(s)
Samuel J. Chmar	
Christie M. Chmar	
New Owner's (Grantee) Mailing Address	
11109 W. Dixie Drive, Bishopville, MD 21813	

9 **Other Names to Be Indexed**

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

10 **Contact/Mail Information**

Instrument Submitted By or Contact Person		<input checked="" type="checkbox"/> Return to Contact Person
Name: Jay Clubb, Esq.		<input type="checkbox"/> Hold for Pickup
Firm: James E. Clubb, Jr., PA		<input checked="" type="checkbox"/> Return Address Provided
Address: 108 North 8th Street		
Ocean City, MD 21842	Phone: (410) 289-2323	

11 **Assessment Information**

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

Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Will the property being conveyed be the grantee's principal residence?
Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Does transfer include personal property? If yes, identify:
Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Was property surveyed? If yes, attach copy of survey (if recorded, no copy required).

Assessment Use Only - Do Not Write Below This Line

Terminal Verification	Agricultural Verification	Whole	Part	Tran. Process Verification
Transfer Number	Date Received:	Deed Reference:		Assigned Property No.
Year 20	20	Geo	Map	Sub
Land		Zoning	Grid	Block
Buildings		Use	Parcel	Plat
Total		Town Cd.	Ex. St.	Section
				Occ. Cd.

REMARKS:

WORCESTER COUNTY CIRCUIT COURT (Land Records) SRB 7560 p 0460, MSA_CE31_7736 Date available 01/02/2020. Printed 06/28/2022.

Space Reserved for County Validation

Space Reserved for Circuit Court Clerk Recording Validation

Distribution: Clerk's Office Office of Finance

SDAT Preparer

AOC-CC-300 (5/2007)

19-4545

Worcester County Commissioners

Title Certificate

Property - Legal Description:

Lot Number 66 on a plat known as "Holiday Harbor Plat No. 2, which said plat is duly recorded among the Land Records of Worcester County, Maryland in Plat Book F.W.H. No. 8, folio 9

Recording Reference - S.R.B. No. 7560, folio 458, et seq.

Copy of Deed Attached: Yes

Assessment Information:

Tax Map 0010

Parcel No. 0177

Tax ID# 05-015243

SDAT Information Sheet Attached: Yes

Fee Simple Owners(s) Samuel J. Chmar and Christie M. Chmar, his wife

Liens:

Record Holder: N/A

Recording Reference: Nature of Lien:

Record Holder:

Recording Reference: Nature of Lien:

Record Holder:

Recording Reference: Nature of Lien:

Attach copies of all

Rights of Way and Easements:

Type of Easement: Utility Recording Reference: _____

Parties: _____

Type of Easement: Utility Recording Reference: _____

Parties: _____

Type of Easement: _____ Recording Reference: _____

Parties: _____

Attach copies of all

Encumbrances:

Type: _____ None
Recording Reference: _____

Parties: _____

Type: _____ Recording Reference: _____

Parties: _____

Type: _____ Recording Reference: _____

Parties: _____

Attach copies of all

Pending Litigation
(Affecting Title)

None

Any other matter affecting Title to the Property

1) _____

2) _____

Unrecorded instruments effecting title of which I have knowledge:

N/A

Limitation

This Certificate of Title is given for the benefit of the County Commissioners of Worcester County for the purpose of obtaining a quitclaim deed for adjoining street end.

Taxes & Public Charges

No certification is required.

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

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

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

Other Exceptions: _____

Signature

Date: 7/12/22

Thomas K. Coates
Printed Name
Attorney at Law

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



OFFICE OF THE
COUNTY COMMISSIONERS

Worcester County

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

WESTON S. YOUNG, P.E.
CHIEF ADMINISTRATIVE OFFICER
JOSEPH E. PARKER, III
DEPUTY CHIEF ADMINISTRATIVE OFFICER
ROSCOE R. LESLIE
COUNTY ATTORNEY

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

August 9, 2022

To: Weston Young, Chief Administrative Officer
County Commissioners of Worcester County

From: Kim Reynolds, Senior Budget Accountant

Subject: Worcester County Heroin Coordinator Grant Award FY2023

Attached is the Heroin Coordinator Grant Award and Acceptance for FY2023 for you review and approval. The grant has been awarded through the Governor’s Office of Crime Control and Prevention in the amount of \$50,615.00 which is level funding from the previous year. This grant will allow the Worcester County Criminal Enforcement Team to maintain the coordination of entering all necessary data for drug investigations, drug seizures, drug arrests, heroin and opioid overdoses and other drug-related investigation activities.



GOVERNOR'S COORDINATING OFFICES

Community Initiatives · Service & Volunteerism · Performance Improvement
Crime Prevention, Youth, & Victim Services · Small, Minority, & Women Business Affairs
Banneker-Douglass Museum · Volunteer Maryland · Deaf & Hard of Hearing

August 08, 2022

Mr. Joseph M. Mitrecic
President
Worcester County Board of County Commissioners
County Government Center
Room 1103
One West Market Street
Snow Hill, MD 21863

RE: MCIN-2023-0017

Dear Mr. Mitrecic:

I am pleased to inform you that your grant application submitted by **Worcester County Board of County Commissioners**, entitled "**Worcester County Heroin Coordinator Program**," in the amount of \$50,615.00 has received approval under the Maryland Criminal Intelligence Network program. Enclosed is the grant award packet containing information and forms necessary to initiate the project.

The grant will fund the program described below:

The County Commissioners of Worcester County, Heroin Coordinator Grant Program helps to reduce existing gaps in services and fosters collaboration and cooperation among partner agencies and stakeholders in Worcester County. The current grant awarded Heroin Coordinator position is embedded in the Criminal Enforcement Team, the jurisdiction's Drug Task Force. This person has entered data related to drug investigations, drug seizures, drug arrests, heroin/opioid overdoses, deconflictions and other drug related investigative activities into HIDTA's Case Explorer. This person has regularly entered telephone records into the W/B HIDTA Communication Analysis Portal (CAP) as well as the W/B HIDTA PLX system. This person has regularly participated in various enforcement activities with the Criminal Enforcement Team related to the distribution of illegal narcotics including heroin and other opioids. The coordinator position has served all the jurisdictions of Worcester County. The budget for the continuation of the project will cover the personnel expenses and training required of the position.

ITEM 3

Please pay particular attention to the instructions included on the grant award. It is important that you **carefully review all Special Conditions** attached to this award. Additionally, the General Conditions for all grant awards issued by our office are also located online, at www.goccp.maryland.gov. The chief elected official, or another legally authorized official of the jurisdiction, state agency, or 501(c)(3) receiving the grant award, must sign the original Grant Award & Acceptance Form, initial each page of the Special Conditions document, and upload them in the Grants Management System within **twenty-one (21) calendar days**. Should the acceptance form not be received, requests for reimbursement will not be honored.

MCIN-2023-0017

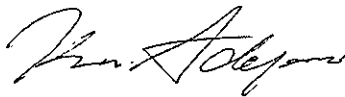
Page 2

A copy of the grant award, Notification of Project Commencement, and individual project reports has also been sent to the project director. The project director is responsible for completing these and other required forms now and at the end of each reporting period. If the project director changes, we must be notified immediately to avoid potential reporting problems.

Projects may commence as soon as the grant award is signed and you have reviewed and accepted all of the General and Special Conditions. No funds may be encumbered or expended prior to this time without the specific written approval of the Governor's Office of Crime Control and Prevention.

If you have any questions or need any clarification regarding this grant award, please contact **Quentin Jones**, your program manager, or **Dorothy Lee**, fiscal specialist. We look forward to working with you on this project and anticipate its success in helping to address criminal justice problems in our state.

Sincerely,



Kunle Adeyemo, Esq.
Executive Director

cc: Ms. Kimberly Reynolds



8/8/2022

Governor's Office of Crime Control and Prevention



Control Number:

43412

Regional Monitor:

Jones, Quentin

Fiscal Specialist:

Lee, Dorothy

Grant Award & Acceptance Form

Grant Award Number:	MCIN-2023-0017		
Sub-recipient:	Worcester County Board of County Commissioners		
Project Title:	Worcester County Heroin Coordinator Program		
Implementing Agency:	Worcester County Board of County Commissioners		
Award Period:	07/01/2022 - 06/30/2023	CFDA: State General Fund	

Funding Summary	Grant Funds	100.0 %	\$50,615.00
	Cash Match	0.0 %	\$0.00
	In-Kind Match	0.0 %	\$0.00
	Total Project Funds		\$50,615.00

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


Maryland Criminal Intelligence Network

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

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

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

FOR THE STATE OF MARYLAND:



Executive Director

Governor's Office of Crime Control and Prevention

SUB-RECIPIENT ACCEPTANCE:

Signature of Authorized Official

Typed Name And Title

Date

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



Governor's Office of Crime Control and Prevention

Grant Award - General Conditions

Grant Award Number:	MCIN-2023-0017	Sub-Recipient:	Worcester County Board of County Commissioners
Award Period:	07/01/2022 - 06/30/2023	Implementing Agency:	Worcester County Board of County Commissioners
Project Title:	Worcester County Heroin Coordinator Program		

1 Award Period of Performance

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

2 Statutes and Requirements of State and Federal Funds

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

3 General and Special Conditions (POST AWARD INSTRUCTIONS)

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

4 Sub-award Acceptance Document

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

5 Notification of Project Commencement Form

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



Governor's Office of Crime Control and Prevention

GOCCP Regional Monitor:

Jones, Quentin

GOCCP Fiscal Specialist:

Lee, Dorothy

Grant Award - General Conditions

Grant Award Number:	MCIN-2023-0017	Sub-Recipient:	Worcester County Board of County Commissioners
Award Period:	07/01/2022 - 06/30/2023	Implementing Agency:	Worcester County Board of County Commissioners
Project Title:	Worcester County Heroin Coordinator Program		

6 Special Conditions

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

7 Subrecipient Organizational Capacity Questionnaire

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

8 Civil Rights Federal Reporting Requirements

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

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

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

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

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

9 Sub-award Budget Notice and New Personnel

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



Grant Award - General Conditions

Grant Award Number:	MCIN-2023-0017	Sub-Recipient:	Worcester County Board of County Commissioners
Award Period:	07/01/2022 - 06/30/2023	Implementing Agency:	Worcester County Board of County Commissioners
Project Title:	Worcester County Heroin Coordinator Program		

10 Personnel Costs

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

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

11 Consultant Rates

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

12 Supplanting

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

13 Budgeted Match Above Standard Requirements

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

14 Expended Grant Funds During Award Period

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

15 Property Inventory Report Form

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



GOCCP Regional Monitor:
GOCCP Fiscal Specialist:

Jones, Quentin
Lee, Dorothy

Governor's Office of Crime Control and Prevention

Grant Award - General Conditions

Grant Award Number:	MCIN-2023-0017	Sub-Recipient:	Worcester County Board of County Commissioners
Award Period:	07/01/2022 - 06/30/2023	Implementing Agency:	Worcester County Board of County Commissioners
Project Title:	Worcester County Heroin Coordinator Program		

16 Procurement

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

17 Issuance of Request for Proposals, Bids, Procurement Process

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



Governor's Office of Crime Control and Prevention

GOCCP Regional Monitor:

Jones, Quentin

GOCCP Fiscal Specialist:

Lee, Dorothy

Grant Award - General Conditions

Grant Award Number:	MCIN-2023-0017	Sub-Recipient:	Worcester County Board of County Commissioners
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Project Title:	Worcester County Heroin Coordinator Program		

18 Modifications to Subaward

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

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

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

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

There are two types of GANs as follows:

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

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

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



Governor's Office of Crime Control and Prevention

Grant Award - General Conditions

Grant Award Number:	MCIN-2023-0017	Sub-Recipient:	Worcester County Board of County Commissioners
Award Period:	07/01/2022 - 06/30/2023	Implementing Agency:	Worcester County Board of County Commissioners
Project Title:	Worcester County Heroin Coordinator Program		

19 Authorized Official/Alternate Authorized Official

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

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

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

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

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

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

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

21 Reproduction and Sharing of Subaward and Project Materials

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

22 Online Reporting and Post-Award Technical Assistance

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



Governor's Office of Crime Control and Prevention

Grant Award - General Conditions

Grant Award Number:	MCIN-2023-0017	Sub-Recipient:	Worcester County Board of County Commissioners
Award Period:	07/01/2022 - 06/30/2023	Implementing Agency:	Worcester County Board of County Commissioners
Project Title:	Worcester County Heroin Coordinator Program		

23 Privacy and Confidentiality of Client Records

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

24 Use of GOCPYVS forms

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

25 Online Submission of Quarterly Report Forms inline with Project Scope

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

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

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

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

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

FINANCIAL REPORTS: The Financial Report form must be electronically submitted within 30 calendar days after the end of each quarter. The Award Acceptance, Project Commencement, Progress and Performance Measurement Reports must be submitted prior to processing the quarterly financial report. If the above noted documents and program reports have not been submitted within the required time frame, financial reports may be denied and returned. Where the start date of any subaward may vary, the quarterly time frames are constant. Those time frames and the relative due dates are:

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

There are two exceptions to the above timeline. The first, is if a subaward does not end at the end of a quarter. The second is for nonprofit agencies that qualify for and have been granted monthly reimbursement for a particular subaward. In these instances, the financial report is due on the 30th of the following month.



Governor's Office of Crime Control and Prevention

GOCCP Regional Monitor: Jones, Quentin
GOCCP Fiscal Specialist: Lee, Dorothy

Grant Award - General Conditions

Grant Award Number:	MCIN-2023-0017	Sub-Recipient:	Worcester County Board of County Commissioners
Award Period:	07/01/2022 - 06/30/2023	Implementing Agency:	Worcester County Board of County Commissioners
Project Title:	Worcester County Heroin Coordinator Program		

26 Submission of Revised Financial Report

The Financial Reports must be submitted no later than 30 calendar days from the end of the reporting period. If the initial 30 calendar day submission is not your actual final report for the reporting period, the subrecipient must email the Fiscal Specialist and copy the Program Manager stating that the report is not final at the same time that the financial report is submitted electronically, which is no later than 30 calendar days from the end date of the reporting period. Submission of a "Final/Revised" report must be emailed to the Office staff described above and uploaded into the Grants Management System (GMS) for this particular subaward no later than 60 calendar days after the end of the reporting period. Revisions are a manual process that require the subrecipient to make corrections on a copy of the previously electronically submitted 30 day report, with the words "Final/Revised" labeled across the top. Additionally, the "Final/Revised" submission document must include the dated signatures from the authorized agency representative. The corrections must be actual expenditures, not the variance. At the end of the subaward period, the Office reserves the right to complete an administrative closeout and deobligate remaining funds on any subaward that does not comply with this requirement.

27 Failure to Submit Reports within allotted time frames

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

28 Holding Funds

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

29 Monitoring Expenditures

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

30 Records Retention

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



Governor's Office of Crime Control and Prevention

GOCCP Regional Monitor: Jones, Quentin
GOCCP Fiscal Specialist: Lee, Dorothy

Grant Award - General Conditions

Grant Award Number:	MCIN-2023-0017	Sub-Recipient:	Worcester County Board of County Commissioners
Award Period:	07/01/2022 - 06/30/2023	Implementing Agency:	Worcester County Board of County Commissioners
Project Title:	Worcester County Heroin Coordinator Program		

31 Termination of Subaward

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

32 Civil Rights Discrimination

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

33 Proof of Applicable Audit Regulations - On Site

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

34 Single Audit Requirement

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

35 ACORN

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



Governor's Office of Crime Control and Prevention

Grant Award - General Conditions

Grant Award Number:	MCIN-2023-0017	Sub-Recipient:	Worcester County Board of County Commissioners
Award Period:	07/01/2022 - 06/30/2023	Implementing Agency:	Worcester County Board of County Commissioners
Project Title:	Worcester County Heroin Coordinator Program		

36 Reporting Fraud, Waste and Abuse

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

37 OJP Financial Guide

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

38 Food and Conference Costs

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

39 Applicable Statutorily-imposed Nondiscrimination Requirements

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

40 DUNS and SAM.Gov Requirements

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

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

41 Computer Equipment/Program/Network Procurement

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



Grant Award - General Conditions

Grant Award Number:	MCIN-2023-0017	Sub-Recipient:	Worcester County Board of County Commissioners
Award Period:	07/01/2022 - 06/30/2023	Implementing Agency:	Worcester County Board of County Commissioners
Project Title:	Worcester County Heroin Coordinator Program		

42 Hire within 45 days

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

43 No distracted Driving While Performing Program Duties

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

44 Services to those with Limited English Proficiency

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

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

45 Drug-Free Workplace Requirements

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

46 Office Name Change Effective 1.1.2020

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



Regional Monitor:
Fiscal Specialist:

Jones, Quentin
Lee, Dorothy

Governor's Office of Crime Control and Prevention

Grant Award - Special Conditions

Initial

Grant Award Number:	MCIN-2023-0017	Sub-Recipient:	Worcester County Board of County Commissioners
Award Period:	07/01/2022 - 06/30/2023	Implementing Agency:	Worcester County Board of County Commissioners
Project Title:	Worcester County Heroin Coordinator Program		

1 General Conditions

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

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

- 2 If the SAM.gov account expires anytime during the life of the grant, GOCPYVS reserves the right to stop all activity / payments on the grant until the account is made current.
- 3 All positions under the Personnel Budget Category, submitted under the methodology of a 12 month budget projection, must expend and draw down their personnel funds quarterly or be subject to de-obligation of funds. Exceptions include, but are not limited to, overtime and on-call services.
- 4 Final quarterly programmatic reports indicating progress towards the attainment of each program/project objective must be submitted no later than 15 calendar days from the End Date of the sub-award. Financial reports will not be processed unless Programmatic Reports are in "submitted" status in the GMS.

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

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

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

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

- 5 Sub-recipients are required to report on the monthly progress of this initiative by submitting data through HIDTA's Case Explorer system. All data should be reported by the 15th of each month. Should there be any delay in submitting data into the Case Explorer system the sub-recipient must notify their program manager and provide a plan and timeline for entry into the system.
- 6 The Governor's Office of Crime Prevention, Youth, and Victim Services support must be noted in any press releases, newsletters, brochures, materials or RFPS related to this sub-award.

Example:

"This investigation was a coordinated effort between (please list law enforcement organizations involved in operation) under the Maryland Criminal Intelligence Network (MCIN). The Governor's Office of Crime Prevention, Youth, and Victim Services (GOCPYVS) provides grant funding and strategic support to MCIN member sites to identify, disrupt, and dismantle criminal organizations through inter-agency collaboration and data sharing to make Maryland safer.

The Governor's Office of Crime Prevention, Youth, and Victim Services funded this project under subaward number, XXXX-XXXX-XXXX. All points of view in this document are those of the author and do not necessarily represent the official position of any Maryland State office or agency."

- 7 The Governor's Office of Crime Prevention, Youth, and Victim Services (GOCPYVS) encourages all Maryland Criminal Intelligence Network (MCIN) sites to participate in Maryland's Handle with Care Program. In 2018, Governor Larry Hogan announced that the Handle with Care Program will be implemented statewide and GOCPYVS has been assigned with implementing the program throughout the state to increase trauma-informed approaches and to address Adverse Childhood Experiences (ACEs) to prevent future victimization or criminality. For more information about the program and implementation within your agency please visit <https://handlewithcaremd.org/law-enforcement-protocol.php>.



Regional Monitor:
Fiscal Specialist:

Jones, Quentin
Lee, Dorothy

Governor's Office of Crime Control and Prevention


Budget Notice

Grant Award Number:	MCIN-2023-0017		
Sub-recipient:	Worcester County Board of County Commissioners		
Project Title:	Worcester County Heroin Coordinator Program		
Implementing Agency:	Worcester County Board of County Commissioners		
Award Period:	07/01/2022 - 06/30/2023	CFDA: State General Fund	

Funding Summary	Grant Funds	100.0 %	\$50,615.00
	Cash Match	0.0 %	\$0.00
	In-Kind Match	0.0 %	\$0.00
	Total Project Funds		\$50,615.00

Personnel

Description of Position	Salary Type	Funding	Total Budget
Heroin Coordinator	Salary	Grant Funds	\$50,615.00
Personnel Total:			\$50,615.00

Approved: 

 Governor's Office of Crime Control and Prevention Authorized Representative


Effective Date: 7/1/2022



Worcester County Department of Environmental Programs
 Worcester County Government Center, 1 West Market Street, Rm 1306 | Snow Hill MD 21863
 Tel: (410) 632-1220 | Fax: (410) 632-2012

Memorandum

To: Weston S. Young, P.E., Chief Administrative Officer

From: Robert J. Mitchell, LEHS, REHS/RS
 Director, Environmental Programs 

Subject: **Public Hearing Notice**
 Mystic Harbour Sanitary Service Area
 Expansion of Sewer Planning Area
 SW-2022-01

Date: 8/8/22

The Planning Commission met on July 7, 2022, and reviewed this amendment application. We are writing to forward the Planning Commission's finding of consistency with the *Comprehensive Development Plan* and their recommendation to amend the *Comprehensive Water and Sewerage Plan* for an amendment to revise the sewer planning area for the expansion of the existing campground by 62 lots.

Mr. Robert Rauch of Rauch Engineering, is the applicant on behalf of Island Resort Park, Inc. The applicant proposes a 62 lot expansion to the existing 176 lot seasonal campground. The campground has been in existence since 2005. There have been two amendments to *The Plan* for this facility. They have expanded periodically within the approved and expanded planning area in concurrence with its existing land use, density, and zoning regulations. The most recent expansion was in 2020 added 36 lots and that last expansion brought the permitted discharge capacity of the wastewater treatment plant near its maximum. This proposed expansion will require additional wastewater treatment capacity. This will be accomplished by proposed modifications to the existing treatment plant on TM 40 Parcel 241 and a proposed 15.44 acre sprayfield on TM 40 Parcel 93, which is immediately adjacent to the campground.

The planning amendment has been reviewed by the Planning Commission and was found to be consistent with the *Comprehensive Plan* at their July 7th meeting.

A public hearing will be scheduled for the Amendment to the *Comprehensive Water and Sewerage Plan* to revise the sewer planning area for the expansion of the existing campground by 62 lots.

I have forwarded a draft advertisement for this joint hearing to County Administration. As always, I will be available to discuss this matter with you and the County Commissioners at your convenience. Should you have any questions or require future information in the interim, please do not hesitate to contact me.

Attachments

1. Environmental Program's transmittal letter and staff report to the Planning Commission; and
2. Minutes for the Planning Commission meeting on July 7, 2022

Attachment 1

**Staff Report to Planning
Commission**



DEPARTMENT OF
ENVIRONMENTAL PROGRAMS

Worcester County

GOVERNMENT CENTER
ONE WEST MARKET STREET, ROOM 1306
SNOW HILL, MARYLAND 21863
TEL: 410-632-1220 / FAX: 410-632-2012

LAND PRESERVATION PROGRAMS
STORMWATER MANAGEMENT
SEDIMENT & EROSION CONTROL
SHORELINE CONSTRUCTION
AGRICULTURAL PRESERVATION
ADVISORY BOARD

WELL & SEPTIC
WATER & SEWER PLANNING
PLUMBING & GAS
CRITICAL AREAS
FOREST CONSERVATION
COMMUNITY HYGIENE

June 29, 2022

Worcester County Planning Commission
Worcester County Courthouse
1 West Market Street, Room 1201
Snow Hill, MD 21863

RE: Transmittal-Comprehensive Water and Sewerage Plan Amendment – Island Resort Campground – Expansion of Existing Campground by 62 Lots (SW-2022-01)

Dear Commissioners:

We are writing to forward the proposed *Worcester County Comprehensive Water and Sewerage Plan (The Plan)* amendment to expand Island Resort Campground's water and sewer planning areas along with proposed infrastructure improvements in *The Plan*, for your review and comment to the County Commissioners. According to Chapter One, Section 1.4.2 of *The Plan* ("Application for Amendments"), the applicant submitted a complete application and we have attached it. Mr. Robert Rauch of Rauch Engineering, is the applicant on behalf of Island Resort Park, Inc.

The applicant proposes a 62 lot expansion to the existing 176 lot seasonal campground. The campground has been in existence since 2005. There have been two amendments to *The Plan* for this facility. They have expanded periodically within the approved and expanded planning area in concurrence with its existing land use, density, and zoning regulations. The most recent expansion was in 2020 added 36 lots and that last expansion brought the permitted discharge capacity of the wastewater treatment plant near its maximum. This proposed expansion will require additional wastewater treatment capacity. This will be accomplished by proposed modifications to the existing treatment plant on TM 40 Parcel 241 and a proposed 15.44 acre sprayfield on TM 40 Parcel 93, which is immediately adjacent to the campground.

Wastewater flows for the campground have been based on an 80 gpd per campsite year average and a 107 gpd per occupied campsite daily maximum month flow. The campground is permitted to discharge 9,600 gpd average daily flow with a 19,600 gpd to a conventional subsurface soil absorption system with a reserve area and a permitted 9,600 gpd drip irrigation system reserved for the last reserve disposal area.

Island Resort Campground WS Amendment Case No. SW 2022-01
June 29, 2022

Wastewater treatment is provided by a 9,600 gpd tertiary wastewater treatment plant (WWTP). A 10,000 gpd, Smith and Loveless Modular FAST package wastewater plant has been installed and is operating in accordance with design specifications and permitted discharge permit limitations. This plant can treat up to 10,000 gpd average daily flow and 20,000 gpd peak flow. This amendment proposes to upgrade the existing modular Enhanced Nutrient Removal (ENR) WWTP to accommodate the increased WWTP flow from the proposed 62 lot expansion for a total of 238 lots. The effluent is proposed to be sprayed onto the proposed 15.44-acre spray field. The average daily flow typically ranges way below design rating, but the plant design must be designed for potential full campground capacity.

Based on an 80 GPD per campsite year average and a 107 GPD per occupied campsite daily maximum month flow, the WWTP is proposed to be upgraded to increase the total capacity to 30,000 GPD to accommodate the potential for 100% capacity. One this amendment is approved, an application to amend the discharge permit will be sent to MD Department of the Environment to reflect the potential average daily flow of 19,040 GPD and an average daily flow of maximum month flow of 25,466 GPD. Data the park owner has assembled with their consultant details occupancy levels remain between 3% and 20% during the season which would reflect maximum expected (at 20% occupied) realized flows of 3,808 gpd average daily flow and 5,093 gpd average daily flow of maximum month

In 2010, the campground underwent a conversion to a co-operative form of ownership. On June 30, 2010, the plat for the co-operative campground was recorded with Phase 2 for future development so noted. The transfer of ownership of the campground required establishment of a controlling authority for the system. In Worcester County, the controlling authority is the Department of Public Works (DPW). The transfer of ownership to a co-operative form of ownership also entailed a shared facility agreement per the requirements of COMAR 26.04.05. That agreement was approved in 2010 under Resolution 10-24. While DPW does not operate the water and wastewater facilities, they have oversight within the shared facility agreement and a separate operations agreement that includes review of any planned expansions. With respect to continuing on with the co-operative form of ownership or converting back to a rental form of ownership, the park owner will need to restate their intentions for this condition for the proposed expansion. If they abolish the co-operative form of ownership, they will need to properly abandon the shared facility and operating agreements along with any other plat resolutions required by county agencies.

A soil hydrogeologic investigation for the proposed sprayfield capability was conducted by Rauch Engineering to determine the initial feasibility of such and expansion, and that brief report is attached to this application. The results of the investigation indicate that the test area as a high potential for the discharge of treated wastewater via spray irrigation at a maximum rate of 2 inches/week. Formal hydrogeological evaluations shall be completed upon the approval of this amendment and in conjunction with an application to MD Department of the Environment for a modification to their existing groundwater discharge permit.

For this expansion of lots, the campground is requesting this amendment to *The Plan* for the additional 62 sites, the modifications to their sanitary capacity treatment capability and infrastructure, and the addition of the proposed sprayfield as an additional discharge outfall for their treated wastewater.

The expansion portion of the water/sewer planning expansion areas designated by *The Plan* will be designated private system for the expanded areas, the same as the existing campground. The proposed

Island Resort Campground WS Amendment Case No. SW 2022-01
June 29, 2022

sprayfield will also be identified in *The Plan*. The application mapping shows the water and sewer planning areas will only be modified to adhere to the needs of the expanded lots only and will not intrude into Green Infrastructure Land Use Designation in the *Comprehensive Plan* nor will they intrude into the RP zoning district.

The Planning Commission is tasked by Section 1.4 of *The Plan* (“Procedures for Plan Amendments”) to make a finding as to whether this amendment would be consistent with *The Comprehensive Plan*. The Planning Commission may also submit its project comments and recommendations. The findings and comments will be submitted to the County Commissioners. The County Commissioners will hold a public hearing and then take action on the proposed amendment after the Planning Commission presents its findings.

Comprehensive Plan Policies

The Comprehensive Plan designates the area designated for this amendment as an Agricultural Area.

Agricultural Areas are defined (p. 18) as follows:

- This category is reserved for farming, forestry, and related industry with minimal residential and other incompatible uses although permitted, are discouraged.

Additional *Comprehensive Plan* references include:

Chapter One, “Introduction” states:

- Provide for adequate public services to facilitate the desired amount and pattern of growth (p. 8).

Chapter Three, “Natural Resources” states:

- Provides a goal that Worcester County recognizes the value of and is committed to conservation and protection of the following natural resources(...) clean surface and ground water (p. 33).

-

Chapter Six, “Public Infrastructure” states:

- Consistent with the development philosophy, facilities and services necessary for the health, safety, and general welfare shall be cost effectively provided (p. 70).
- Require new development to “pay its way” by providing adequate public facilities to meet the infrastructure demand it creates (p. 70).
- Plan for efficient operation, maintenance, and upgrades to existing sanitary systems as appropriate (p. 73).
- Provide for the safe and environmentally sound water supply and disposal of wastewater generated in Worcester County (p.73)

Zoning

Island Resort Campground WS Amendment Case No. SW 2022-01
June 29, 2022

The *Planning Area* is zoned A-1, Agricultural District, in which it is intended to be preserved, encouraged, and protected. The County's farms, forestry operations and their economic productivity. The existing campground was subject to a special exception in January of 2008 by the Worcester County Board of Zoning Appeals to expand the existing campground for the initial expansion and a variance was also granted to reduce the required setback to a residential district.

The Department of Development Review and Permitting (DRP) understands this application to be located on a separate lot (Lot A) from the existing campground (Lot C – TM 40-93). Both parcels are currently zoned A-1 Agricultural District and RP Resource Protection District, which do not allow campgrounds. They advise a rezoning may be necessary to allow this expansion. The departmental rezoning application windows are May, September and January for the submission of a packet to DRP for processing.

They further advise if a Boundary Line Adjustment of Lots A and C is being contemplated, the Board of Zoning Appeals (BZA) could potentially consider the expansion of an existing non-conforming use (campground), by no more than 50% land area (50% of approx. 150 acres = 75 acres), number of sites (50% of 175 existing sites = 87 sites), etc. as a special exception under § ZS 1-122(d)(1) and subject to any setback and other requirements of § ZS 1-318, Campgrounds. DRP mentions that in either pathway, the BZA will have to review the campground expansion, followed by the site plan review process, with the addition that clarification on the type of campground proposed (rental vs cooperative) will be needed during the BZA and site plan review process.

Staff's Comments

Staff's comments are submitted below for your consideration.

1. The Island Resort sanitary infrastructure has adequate available water and wastewater treatment capacity to handle the current flow, but will need the addition of infrastructure improvements and the addition of the sprayfield as another discharge outfall permitted under their groundwater discharge permit to adequately handle the addition of flow for the extra campsites. Additional testing, investigations, and engineering submittals to the MD Department of the Environment in that discharge permit application may be necessary prior to a final determination on their groundwater discharge permit. This application is for the planning amendment that is required prior to the state's official processing of any modified discharge permit.
2. The applicant will need to resolve zoning classification and other requirements under our local code to allow for this expansion. Staff is recommending that this be a condition included in any affirmative decision by the Planning Commission.
3. The water and sewer planning areas should be modified to adhere to the needs of the expanded lots only and should not intrude into Green Infrastructure Land Use Designation in the *Comprehensive Plan* nor should they intrude into the RP zoning district.
4. Any construction in the Planning Area would be required to meet the provisions of the storm water program and other local and state regulatory requirements.

Island Resort Campground WS Amendment Case No. SW 2022-01
June 29, 2022

5. The owner will need to apply for a Critical Area Growth Allocation within thirty (30) days as the next application window closes on July 31st. Staff is recommending that this be a condition included in any affirmative decision by the Planning Commission.

We have enclosed maps highlighting significant site and vicinity characteristics for your use. If you need further information, please contact us.

Sincerely,



Robert J. Mitchell, LEHS, REHS/RS
Director

Enclosures

cc: Island Resort Campground WS 2022-01 Amendment File

Attachment 1
Application



**Island Resort Park Inc. Newark, Maryland
Campground Lot Expansion and Wastewater Project - Proposal Description
Water and Sewer Plan Amendment Application**

Island Resorts Campground is located in Newark, MD in Worcester County. It occupies parcel 0241, an A-1 agriculturally zoned area. Currently, the campground is at a permitted capacity of 176 campground lots which provide water, wastewater, and electricity to camp sites. Island Resort Park Inc. proposes to expand their campground by 62 lots onto Map/Grid/Parcel: 0040/0018/0093 zoned A-1/R-1 and expand their on-site wastewater treatment capacity via a wastewater treatment plant and spray irrigation on an agricultural field on the same Map/Grid/Parcel: 0040/0018/0093 currently zoned A-1/R-1 and campground use is an approved land use for this zoning designation.

Currently, Island Resorts Campground has 176 approved lots across parcel Map/Grid/Parcel: 0040/0018/0241. Island Resorts has been in operation since 2005 and has periodically expanded in concurrence with its existing land-use, density, and zoning regulations. The most recent expansion approval in 2020 added 36 lots on Map/Grid/Parcel: 0040/0018/0241 which brought the permitted discharge capacity of the wastewater treatment plant near its maximum. Island resorts proposes to add 62 lots on Map/Grid/Parcel: 0040/0018/0093 driven by demand for campground locations in the coastal regions of Worcester County particularly in the vicinity of Ocean City.

This expansion requires additional wastewater treatment capacity. The proposed 62 lot expansion will be pursued in conjunction with an upgrade to the existing wastewater treatment plant on Map/Grid/Parcel: 0040/0018/0241 and the proposed spray irrigation of a 15.44-acre field on Map/Grid/Parcel: 0040/0018/0093 with Class I effluent from the proposed Smith & Loveless, Inc. FAST 5 system.

Wastewater flow from a typical "Campground" is limited based on the restricted eight-month operating season, fluctuation in full week rentals, on-board sanitary facilities, and inclement seasonal weather. Based on the Island Resorts Campground 2019 occupancy and monthly wastewater flow records, the average daily flow for occupied lots ranged from under 50 gpd per campsite during the off-peak shoulder months to 119 gpd per campsite during the peak months. 2020 & 2021 data was not used due to the Covid-19 Pandemic and its impact on tourism and travel.

Currently, the Island Resorts Campground is permitted to discharge 9,600 gpd average daily flow, with a 19,600 gpd peak flow to an approved SRA with a conventional subsurface soil absorption system. The permit requires effluent quality limits of 30 mg/l BOD and 30 mg/l TSS. The Campground also has a permitted 9,600 gpd drip irrigation system reserved area. Island



Resorts Campground is served by a 9,600 gpd tertiary wastewater treatment plant (WWTP). A 10,000 gpd, Smith and Loveless Modular FAST WWTP has been installed and is operating in accordance with design specifications and permitted discharge permit limitations. The WWTP can treat up to 10,000 gpd average daily flow and 20,000 gpd peak flow. This modular ENR WWTP will be upgraded to accommodate the increased WWTP flow from the proposed 62 lot expansion for a total of 238 lots. This Class I effluent will be subsequently sprayed onto the proposed 15.44-acre spray field.

The average daily flow ranges from 1,000 GPD to 3,000 GPD depending on capacity, but the plant design is and must be designed for potential full campground capacity. The wastewater is treated at the park's 10,000 gpd, Smith and Loveless Modular FAST WWTP and the Class I effluent is direct injected into an agricultural field adjacent to the campground. The existing NPDES discharge permit allows 9,600 gpd average daily flow, with a 19,600 gpd peak flow to an approved SRA with a conventional subsurface soil absorption system based on the potential for 100% campground occupancy.

The proposed course of action for Island Resorts includes a 62-lot expansion onto Map/Grid/Parcel: 0040/0018/0093, upgrading the existing WWTP up facilitate a higher wastewater treatment capacity, and the introduction of spray irrigation of the Class I effluent onto a 15.44-acre spray field on Map/Grid/Parcel: 0040/0018/0093. The existing WWTP has a capacity of 20,000 GPD and a permitted daily max month flow discharge of 19,600 GPD. While the ADF ranges from 1,000 to 3,000 GPD due to less than 100% campground occupancy, the system is and must be designed for potential 100% occupancy. Based on an 80 GPD per campsite year average and a 107 GPD per occupied campsite daily maximum month flow, the WWTP will be upgraded increase the total capacity to 30,000 GPD to accommodate potential 100% capacity. The discharge permit will be amended to reflect the potential average daily flow of 19,040 GPD and an ADF of maximum month flow of 25,466 GPD. Real data shows occupancy levels remain between 3% and 20% during the season which would reflect maximum expected (at 20% occupied) realized flows of 3,808 GPD ADF and 5,093 GPD ADF of maximum month.

**Application for Amendment of the
Comprehensive Water and Sewerage Plan
Worcester County, Maryland**

Date: 4/12/2022

Applicant (name, mailing address, phone and FAX number):

Contact Person: ROBERT EWELL
Telephone: 410-641-9838

Island Resorts Campground

Amendment Type: Water Sewer Other
Amendment Character: Addition Deletion Change

Please complete all the applicable forms included in this package. If a system does not already exist, the "Existing System" sheet is not required. Include a map of the area to be served at a scale of at least 1" = 2,000'. Return the completed application to:

Department of Environmental Programs
1 West Market Street Room 1306
Snow Hill, Maryland 21863

The fee for major amendment [adding or deleting service capacity or area(s)] is \$500.
Minor amendments (not adding or deleting service) are \$100.

Note: Modification of this form will void the application.

Property Identification:

Tax Map 40 Parcel Number(s): 93
Town/Community Name: Newark, MD

Location Description:

9552 CROPPER ISLAND RD
BNDRY LN ADJ ETC R EWELL

Property Owner Signature: _____ Date: _____

Applicant Signature: _____ Date: _____
(If other than property owner)

Water and Sewerage Plan Amendment Application
Worcester County, Maryland
Proposed Uses

* Please provide as much detail as possible on the proposed uses and review Worcester County zoning provisions for permitted uses.

Tax Map	Parcel	Zoning	Proposed Use*	EDU's Needed (Approx.)
0040	0093	A1-R1	A1-R1	Proposed 62*
0040	0241	A-1	A-1	Existing 176

*62 lots to be added. Real flow data shows below 80 GPD average of occupied sites and peak flows for month of max use of 107 GPD. Using design EDUs of 250 GPD, only 26 design EDUs are needed. The real GDP flow per lot as calculated for a 365 day year is 6.5 GPD (Not adjusting for percentage of occupancy).

April 13, 2004

Water and Sewerage Plan Amendment Application
Worcester County, Maryland
Existing Sewer System

System Parameters

Date: 4/12/2022

System Name: Island Resorts Campground, Inc.
 System owner: Island Management, Inc.
 System operator: Island Management, Inc.
 Priority/Sewer and: S-2
 Water Plan Category: W-2
 Service area: Island Resorts Campground
 [Tax Map and parcel(s)] Tax Map: 0040 Parcel: 0093/0241

	Year		
	2015	2020	2025
<u>Population served:</u>			
EDU's served	142	176	238
EDU's unserved	0	0	0
GPD per EDU	80**	80**	80**

System capacity

Demand (MGD)	.012 ADF*	.015 ADF*	.019 ADF*
Planned (MGD)	.012 ADF*	.015 ADF*	.019 ADF*
Permitted (NPDES/groundwater)	.019 MDF*	.019 MDF*	.03 MDF*

Collection system description: Force Main

Treatment Plant

Location (N/E): 35-15-10, 75-14-20
 Type: Package - Tertiary
 Site area (acres): Occupied area: 2.0 Unused area: 1.0
 Current Capacity (MGD): Secondary: Advanced: .02
 Potential Capacity (MGD): Secondary: Advanced: .03
 Existing flow (MGD): .001 Average: .0011 Peak: .003 - Actual Flows
 Sludge disposal: Land

Discharge:

Type: Infiltration
 Location: On Site
 NPDES/groundwater permit number: 09-0P-3471

Comments (planned expansion; alteration, abandonment if interim, or other changes; problems; etc.)
 Spray irrigation will replace current infiltration/tile field

*Flow at 100% capacity

**62 lots to be added. Real flow data shows below 80 GPD average of occupied lots and peak flows for month of max use of 107 GPD. Using 107 GPD as MDF of MMF, the total planned full capacity design flow must be 25,466 GPD. The recorded GDP flow per lot as calculated for a 365 day year is 6.5 GPD (Not adjusting for percentage of occupancy).

**Water and Sewerage Plan Amendment Application
Worcester County, Maryland
Planned Sewer System**

Date: 4/12/2022

System Name: Island Resorts Campground
Area Served: Island Resorts Campground
Owner: Island Management, Inc.
Operator: Island Management, Inc.

Population and Capacity	2010	2015	2020	2025
Population Served (EDU):	110	142	176	238
Population Unserved (EDU):	0	0	0	0
GDP per EDU:	87	80	80	80
System Capacity Demand (MGD)	.0096	.011	.014	.019
System Capacity Planned:				
Permitted Capacity (MGD):				

Collection System
Type (circle one): Combined Separate
Description: Force Main
Condition of Transmission facilities: Excellent

Treatment Facility
Location (MD coordinates): 88014.8 MN, 583847.3 ME
Type: Package MBR - Tertiary - Spray Field
Total Site Size (acres): 161.3* **Occupied by facility:** .3 ac (Treatment Plant) Plus 15.44 ac spray field
Design Flow (MGD) .03 MGD
Existing Flow (MGD): Average: .019** **Peak:** .025**
Sludge disposal method: Land

Discharge
Type: Spray Field (Proposed)
Location: See Exhibit 1-1
NPDES permit # & expiration date: Current - 09-0P-3471 (Drip Irrigation) Proposed spray irrigation will require new permit/revision

Op., Maint., and Replacement Costs: \$50,000 & \$350,000
Funding Source: Privately Funded

Comments: * Existing 151.3 site/service area on parcel 0241 plus proposed 10 acre expansion onto parcel 93.
** Assuming 100% occupancy (Occupancy consistently remains below 20% throughout the season) Actual flows expected to be .003 MGD

April 13, 2004
Water and Sewerage Plan Amendment Application
Worcester County, Maryland
Existing Water System

Date: 4/12/2022
 System name: Island Resorts Campground
 System owner: Island Resorts Campground, Inc.
 System operator: Island Management, Inc.
 Priority/Sewer and Water Plan Category: S-1
W-1
 Service area: Island Resorts Campground

EDU's Population served:	Year		
	2010	2015	2021
Served	110	142	176
Unserved	0	0	0
GPD per EDU	110	110	110

System capacity	2010	2015	2021
Demand (MGD)	.012*	.015*	.019*
Planned (MGD)	.012	.015	.019

Production Wells

Well number:	1	2	
Aquifer:	Manokin	Manokin	
Location:	0241	House	
Depth:	280	280	
Diameter:	8	8	
Max. yield:	Number of gallons per minute		
Pumping capacity:	average production 70**		
Water quality:	Good	Good	

translates to certain amount of water per day and amount of pressure too (maximum amount of production)

Treatment

Water source:	Well	Well	
Type:	Chlorine	Conditioner	
Location:	Well	House	
Rated Capacity:	AKA permitted, rated, or design capacity .012 should be in MGD		
Average production:	how much a production well can provide on average		
Max. peak flow:	peak hourly demand 70 GPM		
Storage capacity:	Hydropneumatic Tank		
Sludge disposal:	N/a	N/a	

Comments (expansion plans [MGD/dates]; problems; planned improvements; etc.)

*Assuming 100% occupancy (Occupancy consistently remains below 20% throughout the season) Actual flows average .0015 MGD

**Pumping capacity when in use (Combined House and Campground)

Water and Sewerage Plan Amendment Application
Worcester County, Maryland
Planned Water System

Date: 4/12/2022

System Name: Island Resorts Campground
 System Owner: Island Resorts Campground
 System Operator: Island Management, Inc.

Sewer/Water Plan
 proposed category: W-1* & W-2 (W-1, W-2, W-3)

Service area: Island Resorts Campground
 [Tax Map and parcel(s)] Tax Map: 0040 Parcel: 0093/0241

	Year		
	<u>2015</u>	<u>2020</u>	<u>2025</u>
Population served: (EDU's served)	142	176	238

Gallons per EDU: 110

Constructed by: Island Management, Inc.

Planned Distribution System: Small Diameter Water Main

System parameters:

Well location: Parcel 0241
 Well depth/aquifer: Manokin
 Treatment facilities: Chlorine
 Storage facilities: Hydropneumatic Tanks
 Distribution system: Small Diameter Water Main SDR18
 Pumping capacity: 50 GPM
 System Cost: \$250,000
 Funding source: Private

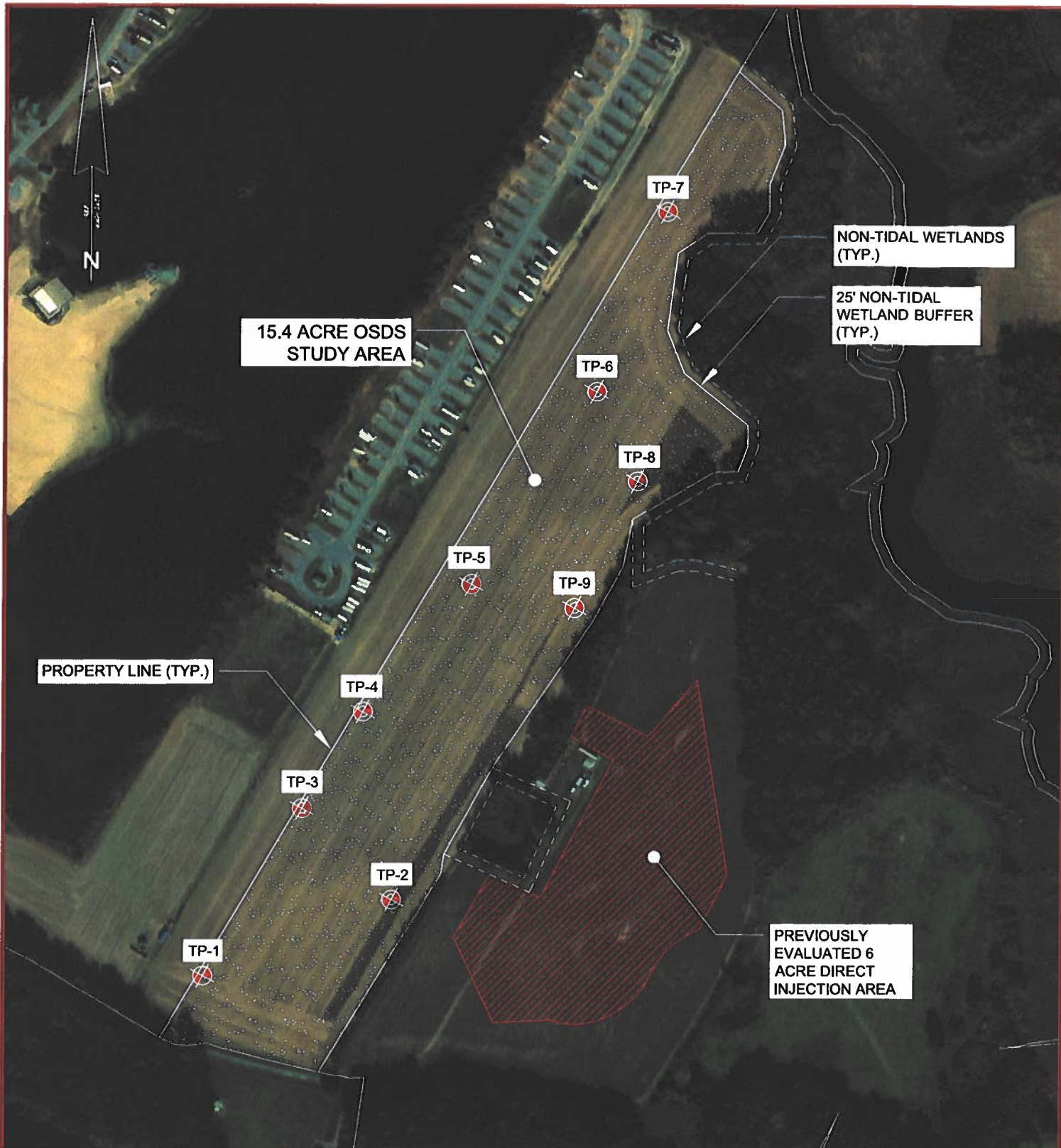
Construction schedule:
 Start: 2/28/2023
 Complete: 10/24/2023

Comments: * Existing on parcel 241

Agreement, Policies: _____

Allocation: _____

EXHIBIT 1-1



15.4 ACRE OSDS STUDY AREA

NON-TIDAL WETLANDS (TYP.)

25' NON-TIDAL WETLAND BUFFER (TYP.)

PROPERTY LINE (TYP.)

PREVIOUSLY EVALUATED 6 ACRE DIRECT INJECTION AREA



TEST PIT STUDY AREA
LANDS OF:
ROBERT AND JULIA EWELL
WORCESTER COUNTY, MARYLAND
MAP 40 GRID 18 PARCEL 93

DRAWN BY	KAK
SCALE	1" = 300'
DATE	MAY 2021
SHEET	1 OF 1

RAUCH
INC.

engineering design & development services

office: 410.770.9081 | fax: 410.770.3667
 email: design@raucheng.com | web: www.raucheng.com
 Maryland Office: 106 N. Harrison St., Easton, MD 21601
 Virginia Office: 8229 Boone Blvd, Suite 625 - Vienna, VA 22182



ISLAND RESORT CAMPGROUND
NEWARK, MARYLAND
WORCESTER COUNTY

GEOTECHNICAL REPORT
OSDS FEASIBILITY STUDY

PREPARED FOR:
MR. ROBERT EWELL

May 28, 2021

TO: Mr. Robert Ewell

FROM: Kyle Kowalczyk, Environmental Scientist

RE: Feasibility Study for On-site Sewage Disposal System
Island Resort Campground
9552 Cropper Island Road
Newark, MD 21841

The purpose of this investigation is to determine the likelihood for proposed expansion of the Island Resort Campground in Newark, Maryland. The owner would like to determine how many potential campsites can be supported by discharging wastewater in the study area. Preliminary soil evaluations and future hydrogeological evaluation services were/will be performed on the above referenced 15.4-acres shown on the map in the appendices to accompany the approved 10-acres in the adjacent agriculture field to the East.

RAUCH inc. evaluated the above referenced property to determine if site conditions would be suitable for the discharge of treated wastewater (Type I) using spray irrigation methods in accordance with the requirements of Maryland Department of the Environment (MDE). MDE met RAUCH onsite with Worcester County Environmental Health Department to observe the practices and accompany the investigation.

The field work was completed in general accordance with MDE Guidelines to characterize and describe soil conditions in the study area. Nine (9) Test Pits identified as “TP-1 through TP-9” were excavated using a backhoe at various locations across contour lines to represent/confirm each of the soil types located in this area. Structural soil profiles were recorded from the surface down to a minimum of 5-feet or until the water table was intercepted. The recorded soil profiles can be found in the appendix.

The results of the investigation indicate that the test area as a high potential for the discharge of treated wastewater via spray irrigation at a maximum rate of 2 inches/week. Formal hydrogeological evaluations shall be completed upon the acceptance of the Water and Sewer Amendment by Worcester County. Hydrogeological evaluations shall confirm the total usable area for spray irrigation of treated wastewater and the weekly application rate. Please note TP-6 was not logged due to the soil appearing consistent with the adjacent pit shown on the map.

The soil profiles were obtained on May 21st with a map of property and the summary of each soil profile are attached. A copy of this preliminary report should be forwarded to MDE for review.

The chart below provides the mottling, texture, structure, and depths across the referenced property:

MOTTLING	AB = ABUNDANCE F= FEW C= COMMON M= MANY	S= SIZE 1= FINE 2= MEDIUM 3= LARGE	CON= CONTRAST F= FAINT D= DISTINCT P= PROMINENT
TEXTURE:	S= SAND LS= LOAMY SAND SL= SANDY LOAM L= LOAM VF= VERY FINE CO= COURSE LT= LIGHT	SIL= SILT LOAM SI= SILT SICL= SILTY CLAY LOAM CL= CLAY LOAM F= FINE VC= VERY COURSE	SCL= SANDY CLAY LOAM SC= SANDY CLAY C= CLAY SIC= SILTY CLAY M= MEDIUM H= HEAVY
STRUCTURE:	W= WEAK M= MEDIUM S= STRONG I= SMALL	B= BLOCKY SBK= SUBANGULAR BLOCKY G= GRANULAR 2= MEDIUM	M= MASSIVE PL= PLATY ST= STRUCTURELESS 3= LARGE

Based on the below soil profile information the following recommendations/conclusions are offered:

- 1) Prepare and submit the Water and Sewer Plan Amendment Application to Worcester County, Maryland.
- 2) Completion of formal hydrogeological testing should be performed to confirm application rates and the total usable area within the study area to accommodate the discharge of treated wastewater (Type I) via spray irrigation. This shall include evaluating the geologic and hydrologic conditions at the site by performing research of published information, field testing, and evaluating the overall suitability of a land treatment for the site.
- 2) The seasonal groundwater table was encountered in 6 out of 8 of the Test Pits and fluctuated from 3.5-7' below existing grade at the time of excavation. The other two (2) Test pits were excavated to a depth of 10' without water, however these pits were unsafe to enter at that depth.
- 3) Overall, soils located on the property were relatively consistent and comprised of fine sands at the surface with a subangular blocky "plow plan" ranging from 6-18" in depth. This layer underlain by sandy loams and loamy sands until the end of the profiles or at a depth of intercepting groundwater.

Please feel free to contact RAUCH inc. if you have any further questions.

Thank you,

Kyle A. Kowalczyk

Kyle Kowalczyk, L.E.H.S.

ITEM 4

RAUCH inc.

Island Resorts Campground
Soil Profiles

Profile # TP-1

DEPTH (IN)	STRUCTURE	MATRIX	MOTTLES	MOTTLES	AB S CON	TEXTURE	COMMENTS
0-10	1VFCR	10YR 5/6				VFSL	TOPSOIL
10-18	2MSBK	10YR 7/3				SL	GRAVEL
18-28	1WSBK	10YR 7/3	7.5YR 5/8		F1D	LFS	
28-36	1WSBK	10YR 6/4	5YR 5/6		C1D	LS	
36-50	1WSBK	7.5YR 5/8	10YR 6/1		C2D	LS	GRAVEL, REDOX FEATURES
50-58	M	7.5YR 6/8	5YR 5/8		M2D	LCOS	GRAVEL
58-78	1WSBK	7.5YR 6/8	5YR 5/8		F1D	LFS	H2O AT 78"

Profile # TP-2

DEPTH (IN)	STRUCTURE	MATRIX	MOTTLES	MOTTLES	AB S CON	TEXTURE	COMMENTS
0-12	1VFSBK	10YR 4/4				VFSL	TOPSOIL
12-16	2MSBK	10YR 4/4	7.5YR 5/8		F1D	HSL	REDOX PRESENT
16-26	1WSBK	10YR 5/6	5YR 5/8	10YR 6/2	F2D, F1P	VFSL/SIL	STRONG IRON DEPOSITS
26-36	1WSBK	7.5YR 5/8	10YR 7/3	10YR 7/1	C2D, F1D	LFS	GRAVEL
36-55	M	10YR 7/1	7.5YR 6/8	10YR 6/4	C1D, C2P	LCOS	H2O AT 55", CAVING

Profile # TP-3

DEPTH (IN)	STRUCTURE	MATRIX	MOTTLES	MOTTLES	AB S CON	TEXTURE	COMMENTS
0-8	1VFCR	10YR 6/4				FSL	TOPSOIL
8-16	1MSBK	10YR 5/6	7.5YR 5/8		F1D	SL	
16-26	1MSBK	10YR 7/3	10YR 5/8	7.5YR 6/8	C2P, F2D	FSL	
26-40	1WSBK	10YR 5/8	10YR 7/3	7.5YR 6/8	M2P, C1D	LFS	GRAVEL
40-48	1WSBK	10YR 7/3	7.5YR 6/8	5YR 5/8	M2D, C3D	LFS	
48-70	1WSBK	10YR 7/3	7.5YR 6/8		M2D	LS	NO H2O

Profile # TP-4

DEPTH (IN)	STRUCTURE	MATRIX	MOTTLES	MOTTLES	AB S CON	TEXTURE	COMMENTS
0-8	1VFCR	10YR 5/4				VFSL	TOPSOIL
8-12	2MSBK	10YR 5/4	7.5YR 5/8		F1D	FSL	
12-24	1MSBK	7.5YR 5/6	5YR 5/8		C2D	VFSL	
24-28	1WSBK	5YR 5/6	7.5YR 5/8		M1D	SL	GRAVEL
28-35	1WSBK	10YR 6/8	7.5YR 6/8		F1D	LFS	
35-44	1WSBK	10YR 5/8	7.5YR 6/8	10YR 7/3	C2D, F1P	LFS	
44-54	1WSBK	10YR 7/6	2.5YR 7/3	7.5YR 6/8	C1D, C2D	LFS	
54-72	M	10YR 7/3	5YR 5/8		M1D	LS	REDOX FEATURES, NO H2O

ITEM 4

RAUCH inc.

Island Resorts Campground
Feasibility Study

Profile # TP-5

DEPTH (IN)	STRUCTURE	MATRIX	MOTTLES	MOTTLES	AB S CON	TEXTURE	COMMENTS
0-8	1VFCR	10YR 5/4				SIL	TOPSOIL
8-12	1MSBK	10YR 5/4				FSL	
12-18	1MSBK	10YR 6/4	10YR 5/8		C1P	FSL	
18-24	1MSBK	10YR 6/6	7.5YR 5/8		F1D	FSL	
24-36	2MSBK	10YR 5/8	7.5YR 6/8		F1D	SL	
36-44	1MSBK	10YR 7/3	7.5YR 6/8		C2D	SL	GRAVEL
44-54	1WSBK	7.5YR 6/8	5YR 5/8	10YR 7/3	C2D, F1D	LFS	REDOX FEATURES
54-80	1WSBK	7.5YR 6/8	5YR 5/8	10YR 7/3	C1D, C2D	LS	H2O AT 80"

Profile # TP-7

DEPTH (IN)	STRUCTURE	MATRIX	MOTTLES	MOTTLES	AB S CON	TEXTURE	COMMENTS
0-6	1VFSBK	10YR 4/4				VFSL	TOPSOIL
6-15	2MSBK	10YR 4/4	10YR 6/4		C2P	SL	
15-25	1MSBK	10YR 5/4	7.5YR 5/8		F1D	VFSL	
25-31	1MSBK	5YR 5/8	10YR 5/4		C1D	VFSL	REDOX FEATURES
31-39	1WSBK	5YR 5/8	10YR 5/4	7.5YR 6/8	C2D, F1D	LFS	
39-60	1WSBK	10YR 6/4	5YR 5/8	10YR 7/2	C1D	LS	H2O AT 60"

Profile # TP-8

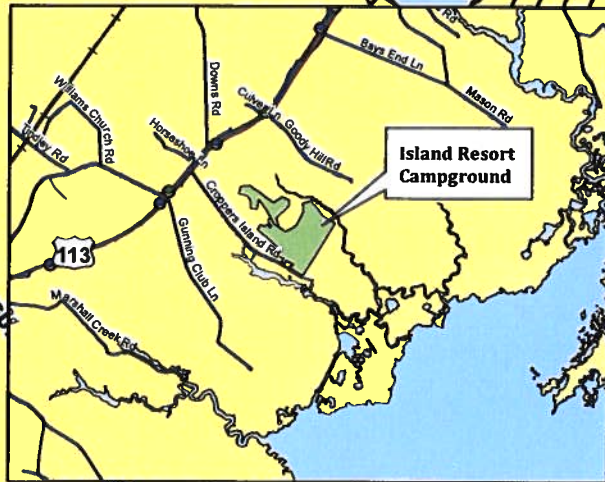
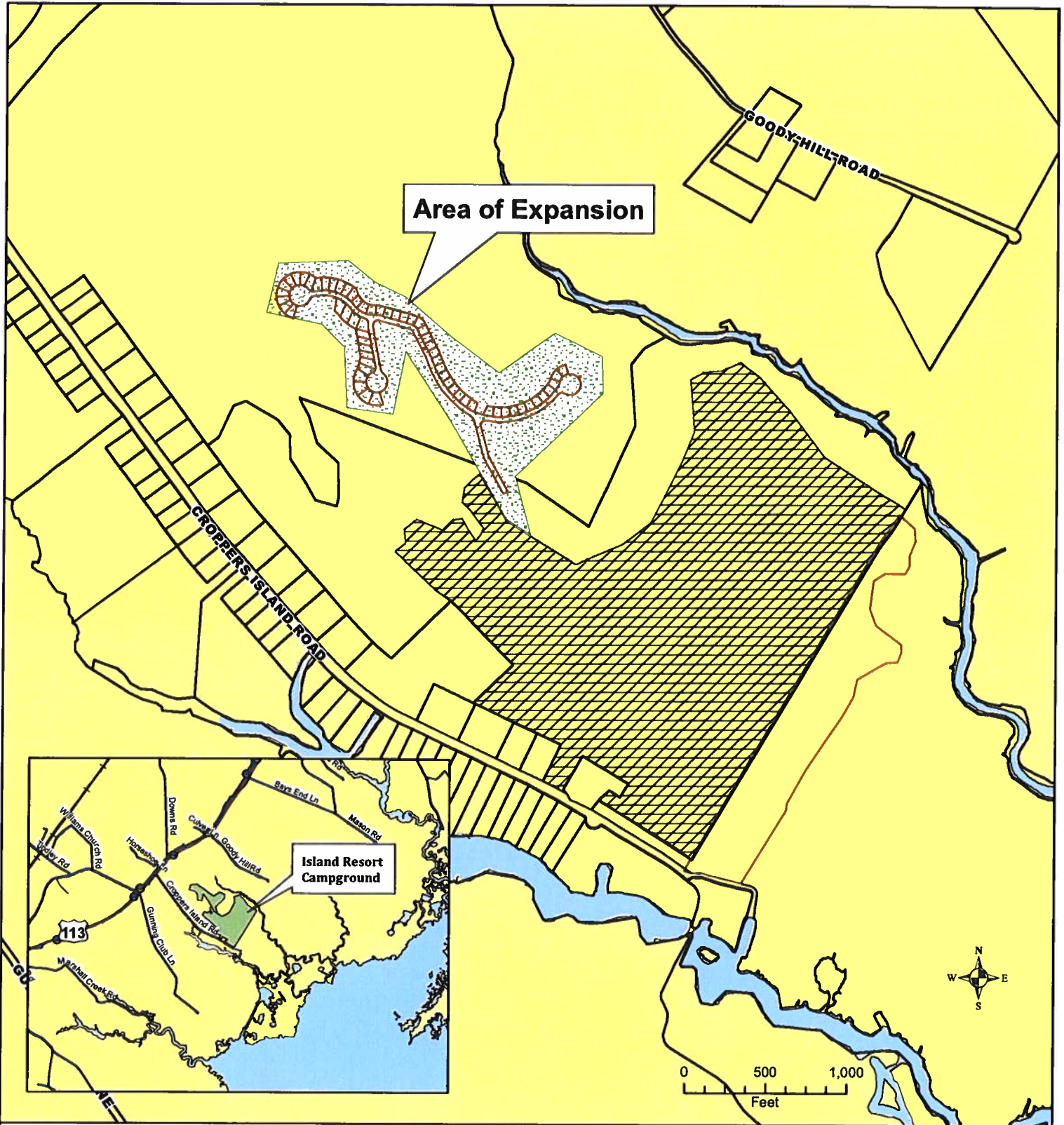
DEPTH (IN)	STRUCTURE	MATRIX	MOTTLES	MOTTLES	AB S CON	TEXTURE	COMMENTS
0-6	1VFSBK	10YR4/4				VFSL	TOPSOIL
6-14	2WSBK	10YR 5/4	7.5YR 5/8			SL	
14-30	1WSBK	7.5YR 5/8	7.5YR 6/8	10YR 7/2	C2F, F1D	VFSL	GRAVEL
30-42	M	10YR 7/3	7.5YR 6/8		C1D	LCOS	H2O AT 42", CAVING

Profile # TP-9

DEPTH (IN)	STRUCTURE	MATRIX	MOTTLES	MOTTLES	AB S CON	TEXTURE	COMMENTS
0-5	1VFCR	10YR 4/4				SIL	TOPSOIL
5-12	1MSBK	10YR 4/4	7.5YR 5/8		F1D	FSL	
12-22	2MSBK	10YR 5/6	7.5YR 5/8	10YR 6/2	F1D, F1D	SL	GRAVEL
22-44	2MSBK	10YR 7/3	7.5YR 6/8	10YR 7/1	C2D, F1P	FSL	REDOX FEATURES
44-48	1WSBK	10YR 7/1	7.5YR 6/8	10YR 6/4	F2D, C1P	LS	H2O AT 44", CAVING

Attachment 2

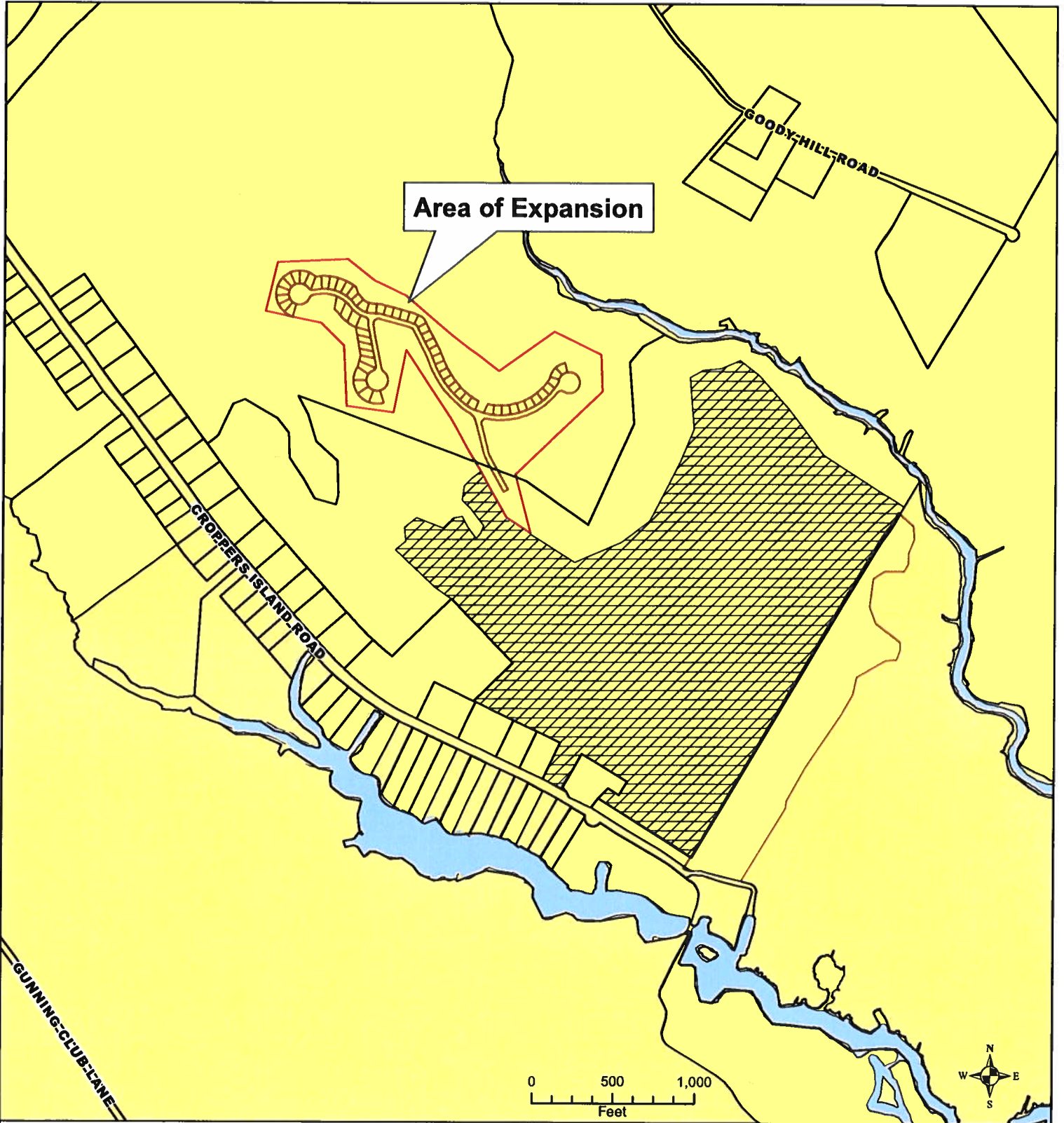
Maps



-  **Proposed Expansion**
- Sewer Planning Area**
-  **Sewer - Private**
- Water Planning Area**
-  **Water - Private**

General Location
Island Resort Campground
Water and Sewer Update
Case SW2022-01

Prepared by Worcester County Environmental Programs,
 June 15, 2022. Parcel boundaries are approximate.
 This map is for planning purposes only.



 Proposed Expansion

 Priority Funding Area

Sewer Planning Area

 Sewer - Private

Water Planning Area

 Water - Private

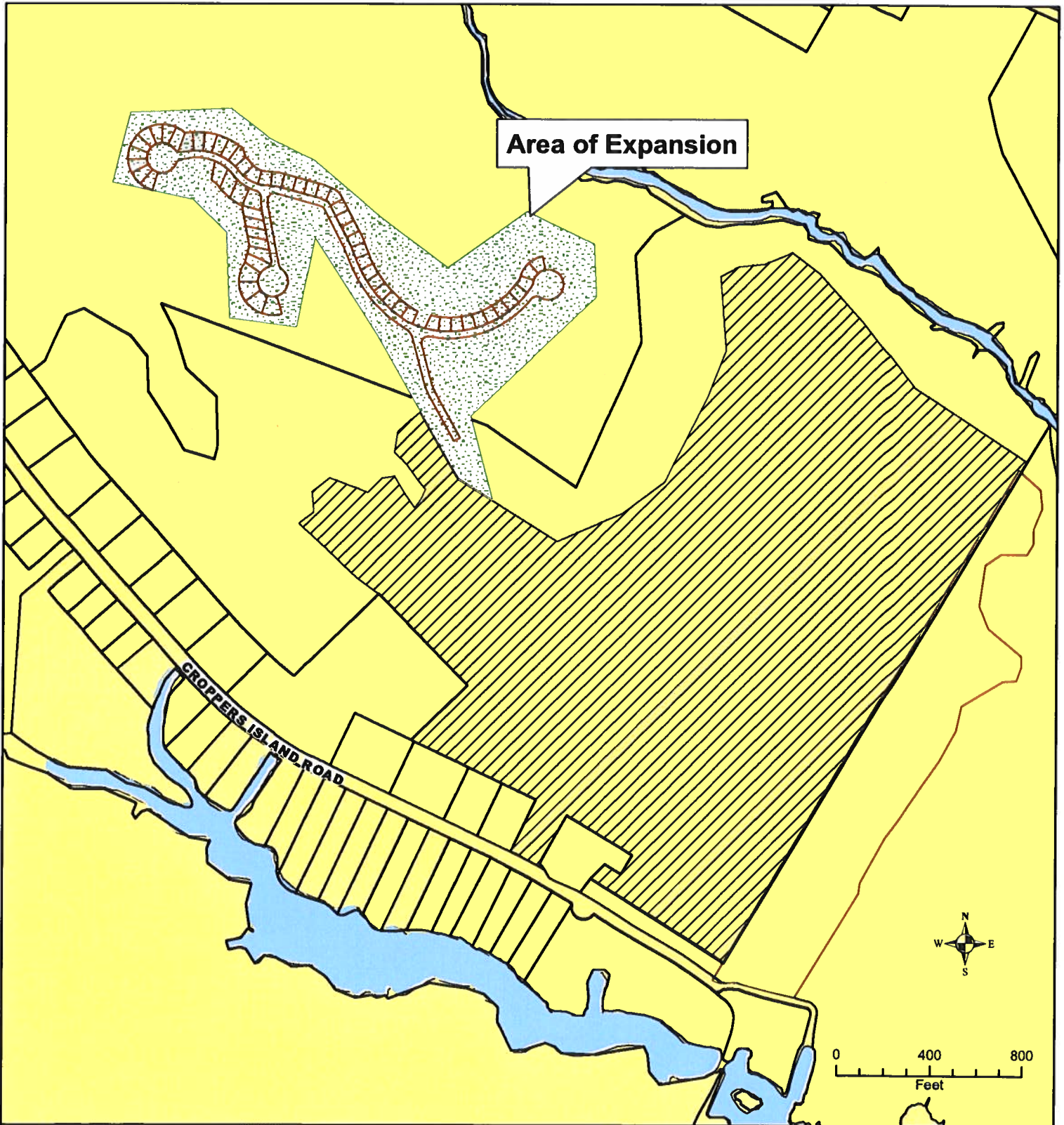
Priority Funding Area



**Island Resort Campground
Water and Sewer Update**

Case SW2022-01

Prepared by Worcester County Environmental Programs,
June 15, 2022. Parcel boundaries are approximate.
This map is for planning purposes only.

Area of Expansion



-  **Proposed Expansion**
- Sewer Planning Area**
-  **Sewer - Private**

Sewer Planning Area

Island Resort Campground

Water and Sewer Update

Case SW2022-01

Prepared by Worcester County Environmental Programs,
June 15, 2022. Parcel boundaries are approximate.
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Area of Expansion

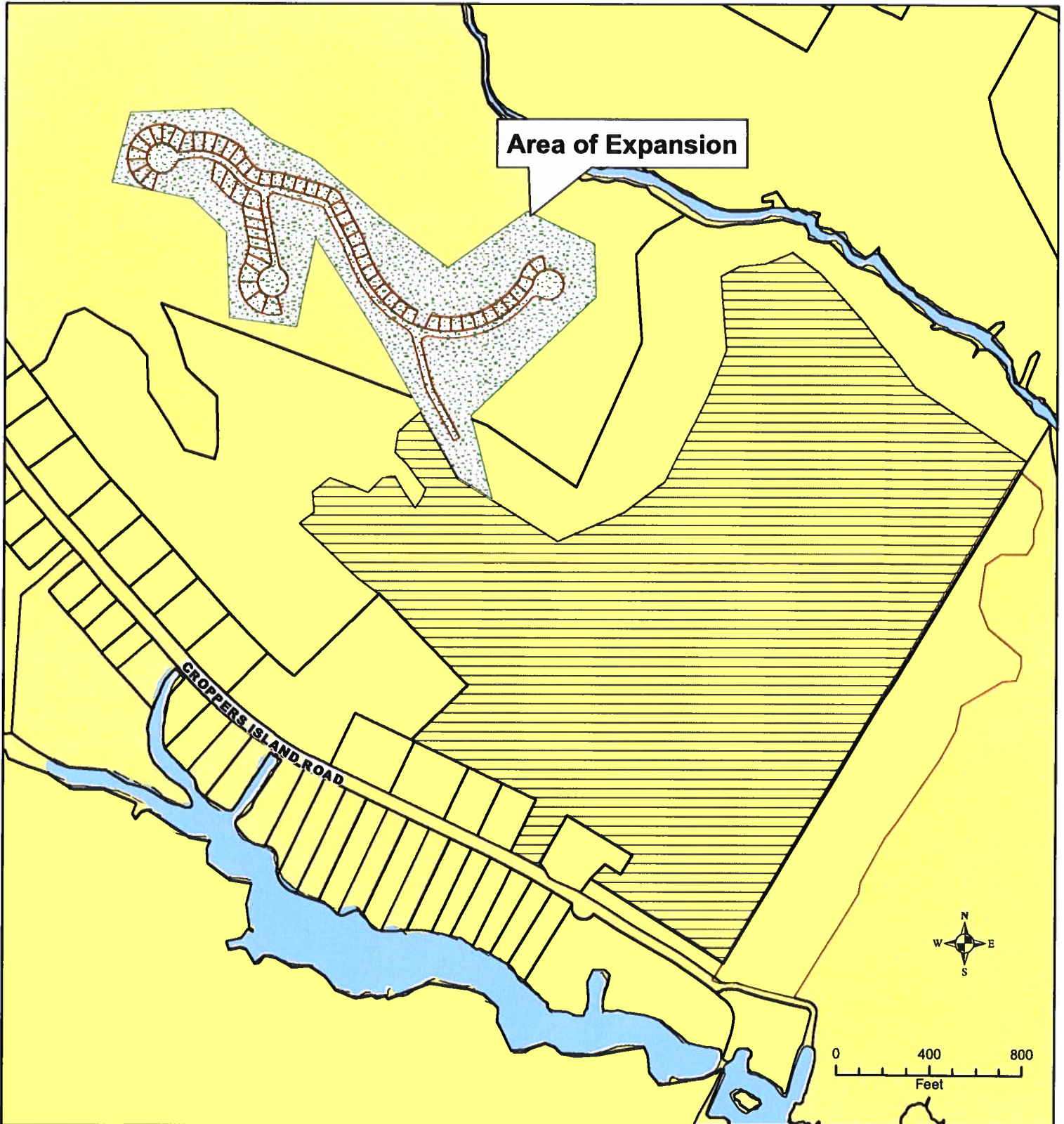
- Proposed Expansion**
- Sewer Planning Area**
- Sewer - Private**
- Water Planning Area**
- Water - Private**



- Excessively drained
- Moderately well drained
- Poorly drained
- Somewhat excessively drained
- Very poorly drained
- Well drained

Soils
Island Resort Campground
Water and Sewer Update

Case SW2022-01

Prepared by Worcester County Environmental Programs, June 15, 2022. Parcel boundaries are approximate. This map is for planning purposes only.



-  **Proposed Expansion**
- Water Planning Area**
-  **Water - Private**

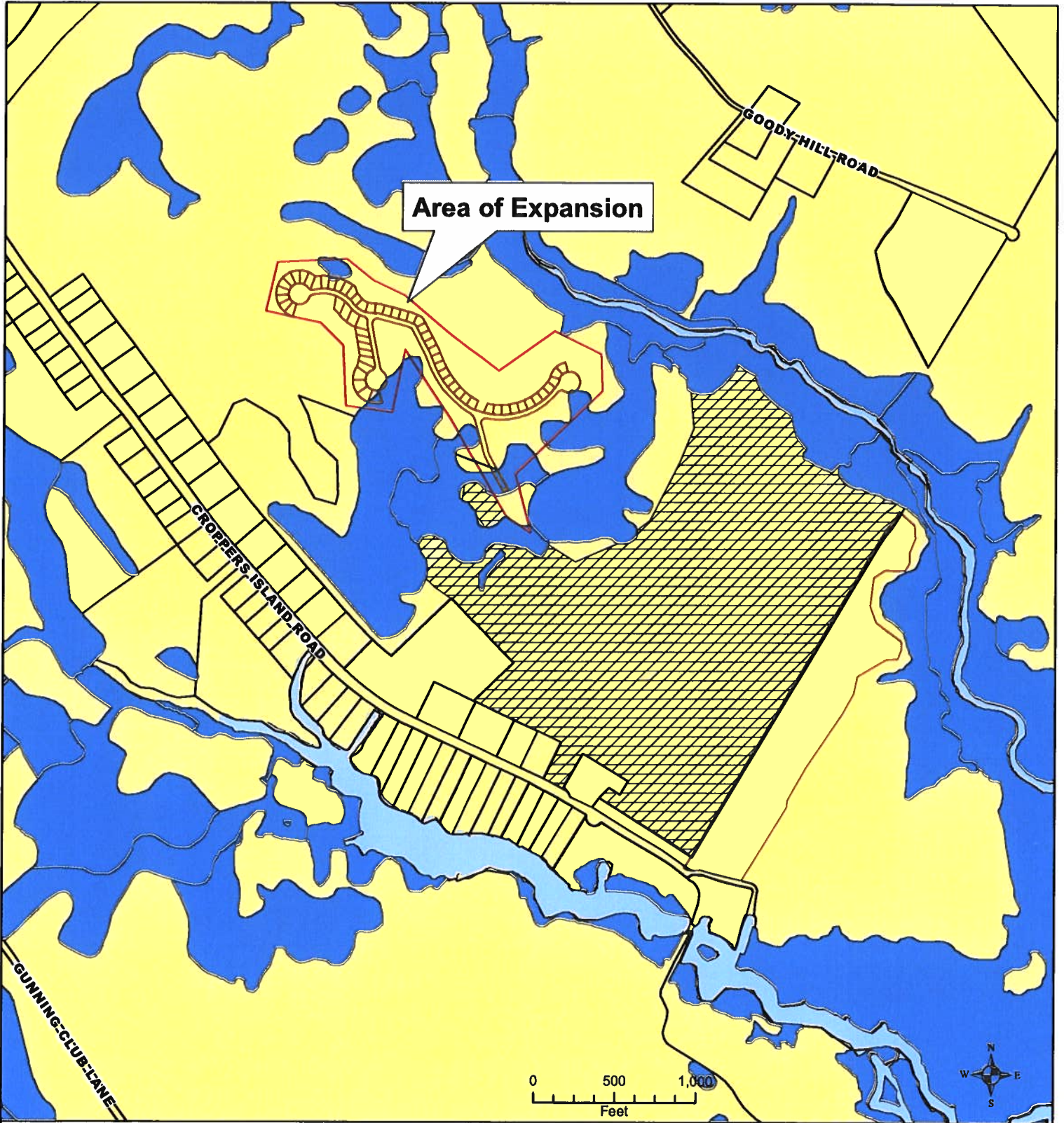
Water Planning Area

Island Resort Campground

Water and Sewer Update

Case SW2022-01

Prepared by Worcester County Environmental Programs,
June 15, 2022. Parcel boundaries are approximate.
This map is for planning purposes only.



 **Proposed Expansion**

 **Wetlands**

Sewer Planning Area

 **Sewer - Private**

Water Planning Area

 **Water - Private**




Wetlands

Island Resort Campground Water and Sewer Update

Case SW2022-01

Prepared by Worcester County Environmental Programs,
June 15, 2022. Parcel boundaries are approximate.
This map is for planning purposes only.

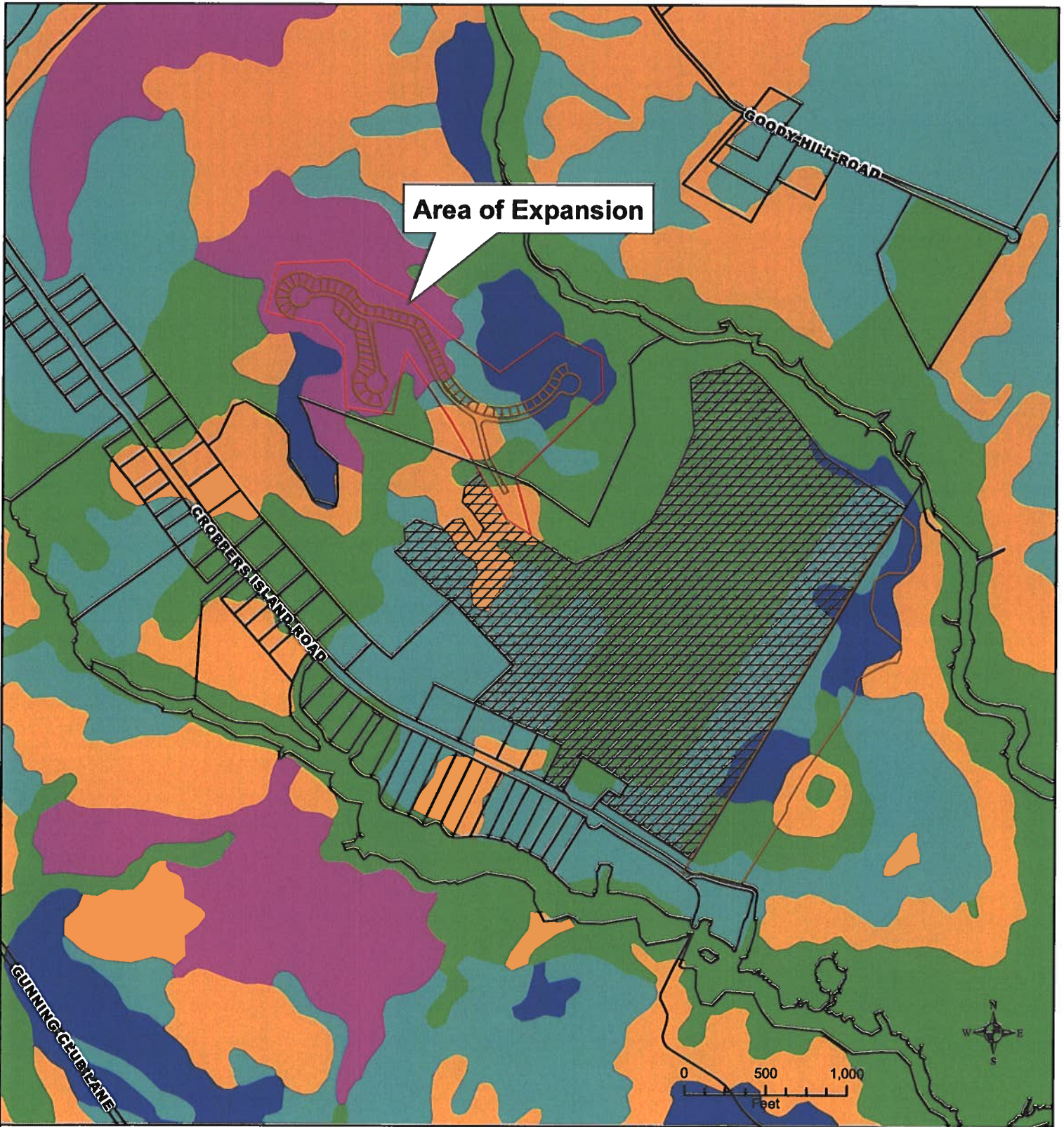


-  **Proposed Expansion**
- Sewer Planning Area**
-  **Sewer - Private**
- Water Planning Area**
-  **Water - Private**

Aerial

Island Resort Campground Water and Sewer Update Case SW2022-01

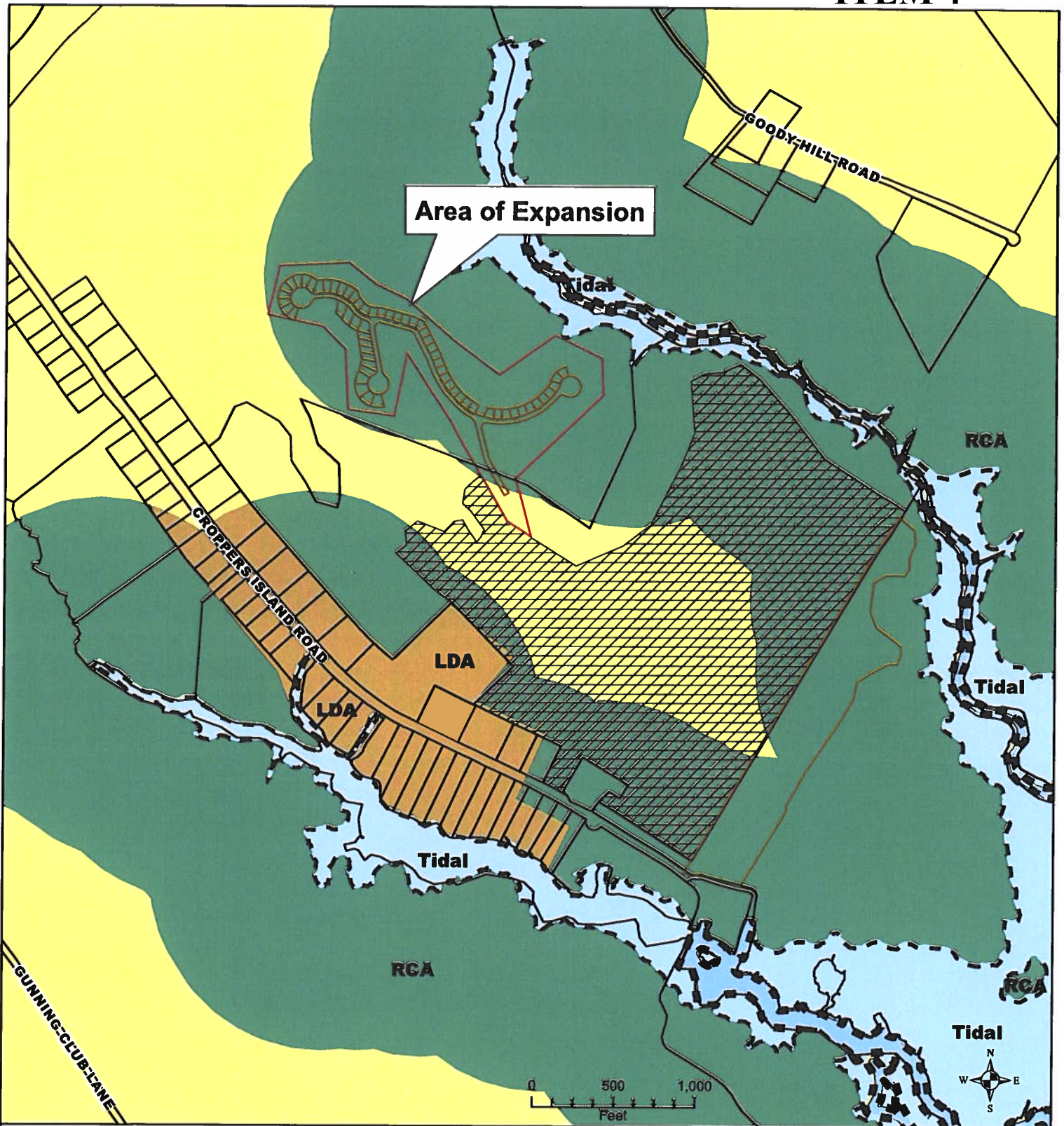
Prepared by Worcester County Environmental Programs,
June 15, 2022. Parcel boundaries are approximate.
This map is for planning purposes only.













- | | |
|---|---|
|  Proposed Expansion |  All areas are prime farmland |
|  Sewer Planning Area |  Farmland of statewide importance |
|  Sewer - Private |  Not prime farmland |
|  Water Planning Area |  Prime farmland if drained |
|  Water - Private |  Prime farmland if irrigated |

Ag Suitability
Island Resort Campground
Water and Sewer Update
Case SW2022-01

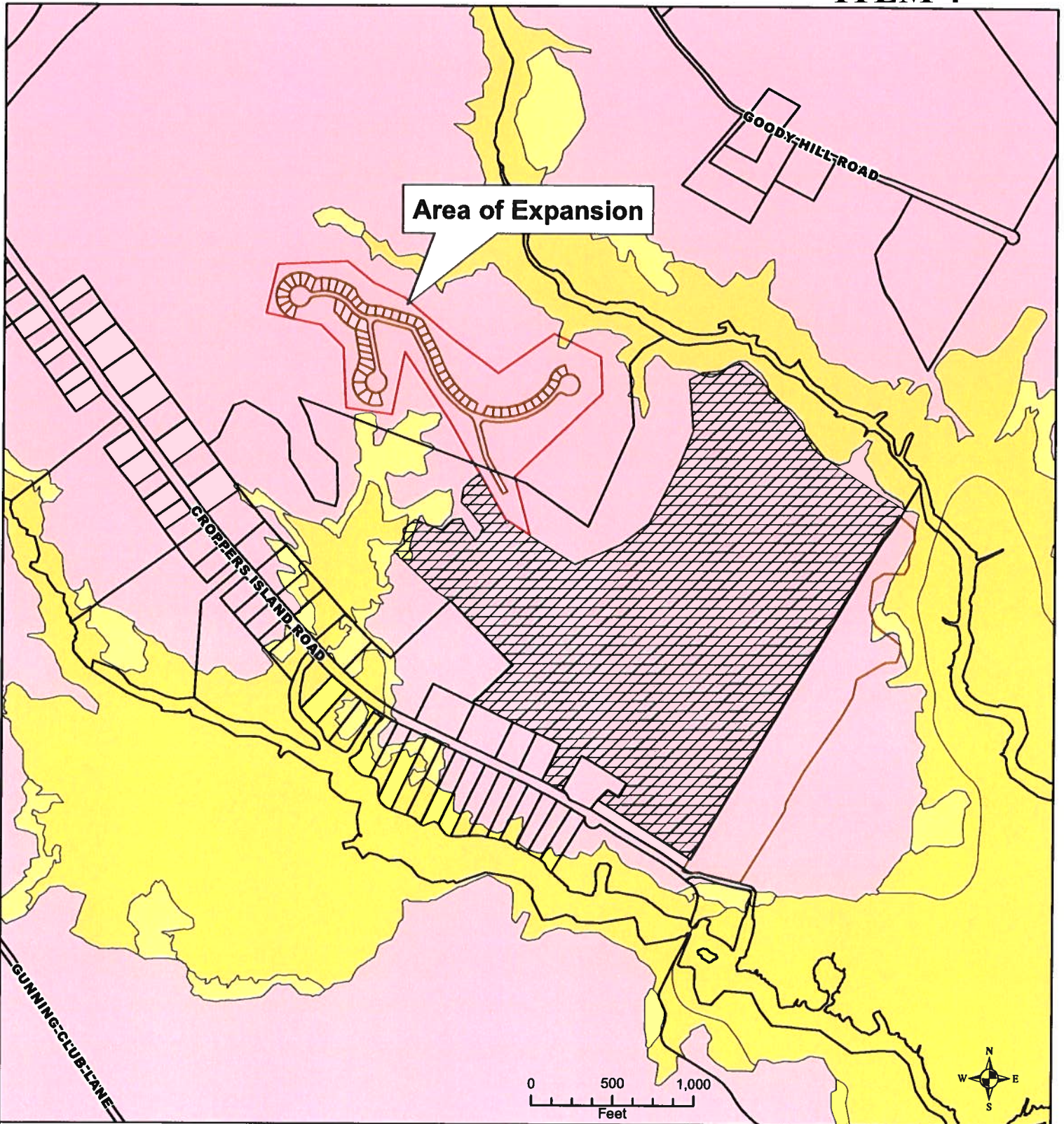
Prepared by Worcester County Environmental Programs,
 June 15, 2022. Parcel boundaries are approximate.
 This map is for planning purposes only.



- | | |
|---|--|
|  Proposed Expansion |  IDA - Intensely Development Areas |
|  Sewer Planning Area |  LDA - Limited Development Areas |
|  Sewer - Private |  RCA - Resource Conservation Areas |
|  Water Planning Area |  Out of Program |
|  Water - Private |  Tidally Influenced Areas |

Critical Areas
Island Resort Campground
Water and Sewer Update
Case SW2022-01

Prepared by Worcester County Environmental Programs, June 15, 2022. Parcel boundaries are approximate. This map is for planning purposes only.



- Proposed Expansion**
- Sewer Planning Area**
- Sewer - Private**
- Water Planning Area**
- Water - Private**

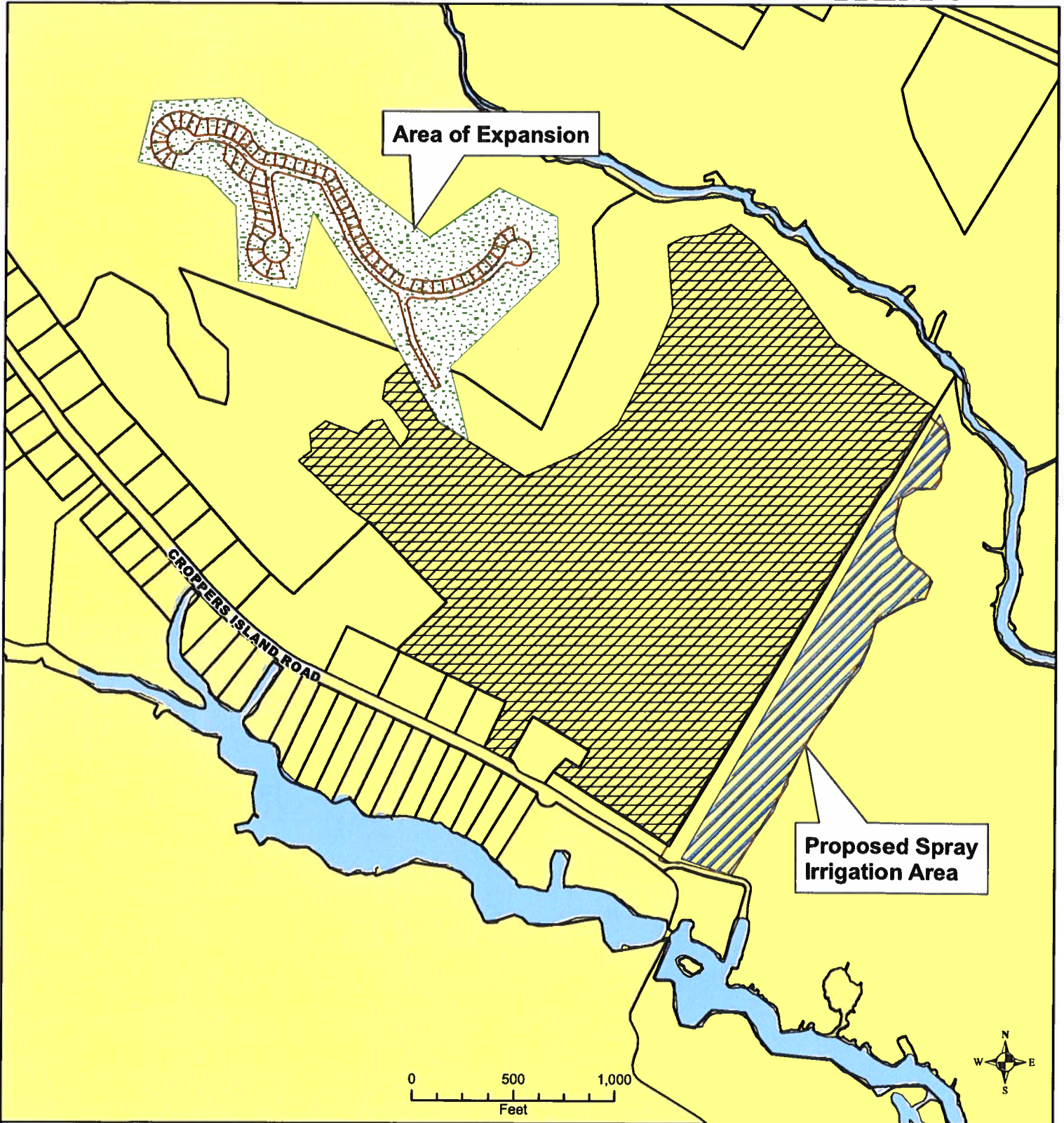
- Flood Zone**
- 100 Year Floodplain
 - 500 Year Floodplain







Floodplain

Island Resort Campground Water and Sewer Update

Case SW2022-01

Prepared by Worcester County Environmental Programs,
June 15, 2022. Parcel boundaries are approximate.
This map is for planning purposes only.



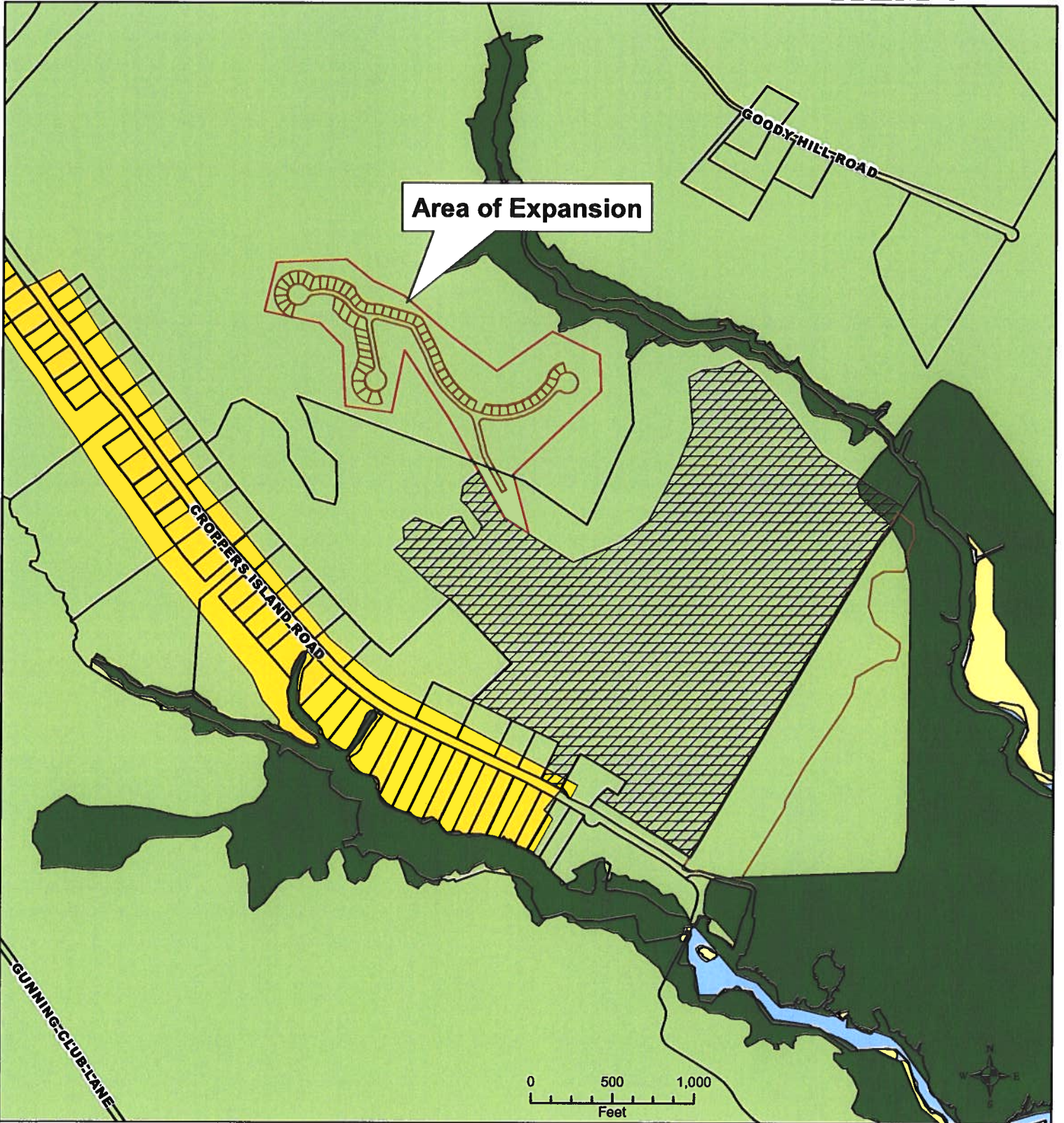
-  **Proposed Expansion**
-  **Sewer Planning Area**
-  **Sewer - Private**
-  **Water Planning Area**
-  **Water - Private**
-  **Proposed Spray Irrigation**

Proposed Spray Irrigation Area

**Island Resort Campground
Water and Sewer Update**

Case SW2022-01

Prepared by Worcester County Environmental Programs,
June 15, 2022. Parcel boundaries are approximate.
This map is for planning purposes only.



- Proposed Expansion**
- Sewer Planning Area**
- Sewer - Private**
- Water Planning Area**
- Water - Private**

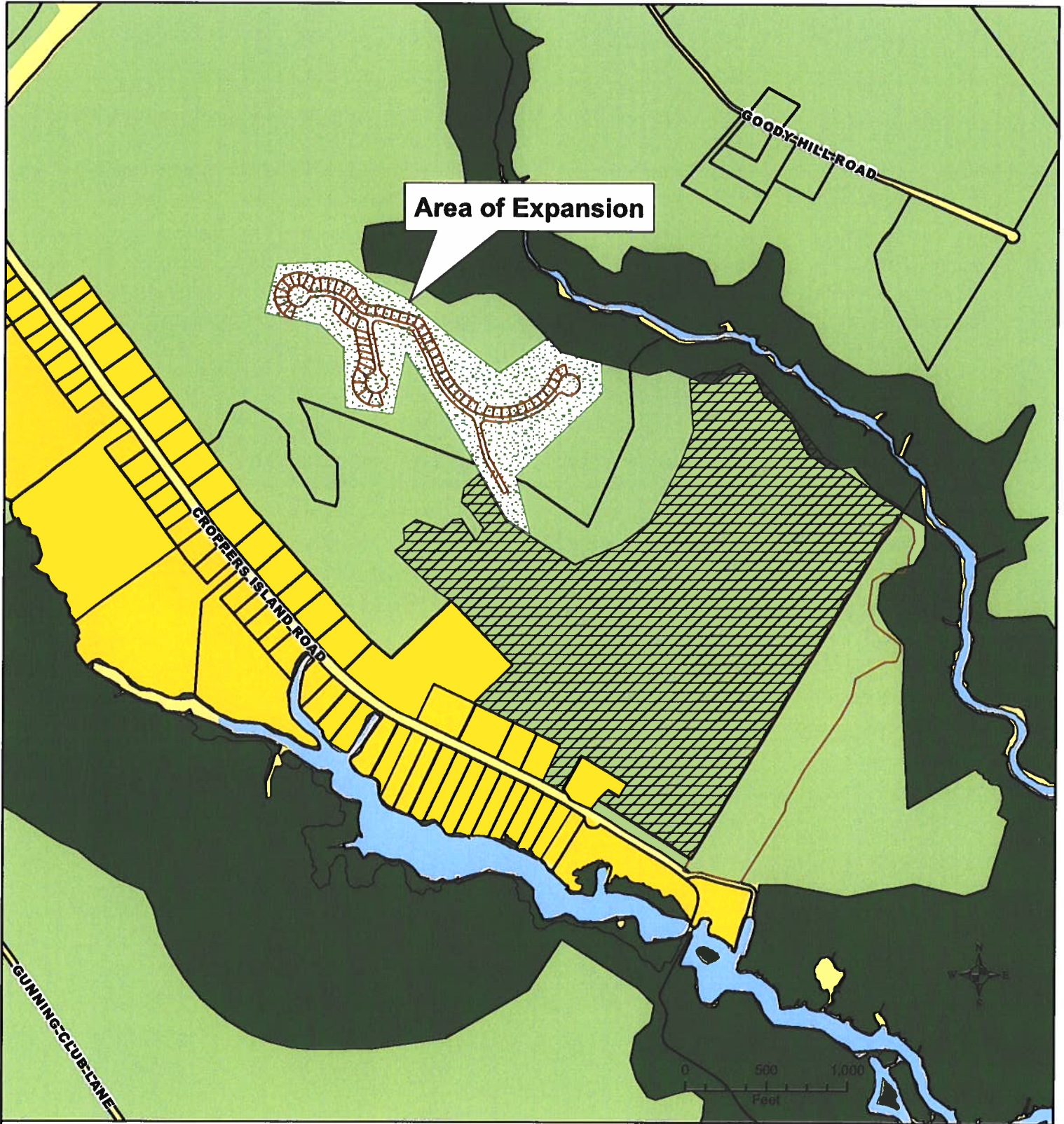
- Agriculture**
- Existing Developed Area**
- Green Infrastructure**






Land Use

Island Resort Campground Water and Sewer Update

Case SW2022-01

Prepared by Worcester County Environmental Programs,
June 15, 2022. Parcel boundaries are approximate.
This map is for planning purposes only.



-  **Proposed Expansion**
-  **Sewer Planning Area**
-  **Sewer - Private**
-  **Water Planning Area**
-  **Water - Private**

-  A1
-  R1
-  RP

Zoning

Island Resort Campground Water and Sewer Update Case SW2022-01

Prepared by Worcester County Environmental Programs,
June 15, 2022. Parcel boundaries are approximate.
This map is for planning purposes only.

Attachment 2

**Planning Commission
Minutes**

WORCESTER COUNTY PLANNING COMMISSION
MEETING MINUTES – July 7, 2022

Meeting Date: July 7, 2022

Time: 1:00 P.M.

Location: Worcester County Government Office Building, Room 1102

Attendance:

Planning Commission

Jerry Barbiéri, Chair

Mary Knight, Secretary

Marlene Ott

Betty Smith

Ken Church

Staff

Jennifer Keener, Director, DRP

Gary Pusey, Deputy Director, DRP

Kristen M. Tremblay, Zoning Administrator

Stu White, DRP Specialist

Robert Mitchell, Director, Environmental Programs

Roscoe Leslie, County Attorney

I. Call to Order

II. Administrative Matters

A. Review and approval of minutes, May 5, 2022

As the first item of business, the Planning Commission reviewed the minutes of the March 3, 2022 meeting.

A motion was made by Ms. Ott, seconded by Ms. Knight, and carried unanimously to approve the minutes.

B. Board of Zoning Appeals Agenda, July 14, 2022

As the next item of business, the Planning Commission reviewed the agenda for the Board of Zoning Appeals meeting scheduled for July 14, 2022. Ms. Tremblay was present for the review to answer questions and address concerns of the Planning Commission. No comments were forwarded to the Board.

C. Technical Review Committee Agenda, July 13, 2022

As the next item of business, the Planning Commission reviewed the agenda for the Technical Review Committee meeting scheduled for July 13, 2022. Ms. Tremblay was present for the review to answer questions and address concerns of the Planning Commission. No comments were forwarded to the Committee.

III. §ZS 1-325 Site Plan Review

A. As the next item of business, the Planning Commission reviewed the site plan for a proposed 3 story, 100' x 130' self-storage building, containing 217 climate controlled units totaling 39,000 sq. ft. of gross floor area. Located on the east side Racetrack Road approximately 340 feet south

**WORCESTER COUNTY PLANNING COMMISSION
MEETING MINUTES – July 7, 2022**

of the intersection with Taylorville Lane, Tax Map 21, Parcel 66, Lot 1, Tax District 3, C-2 General Commercial District, Maryland Medical Owners, LLC, owner / J.W. Salm Engineering, Inc., engineer. Hugh Cropper, IV, and John Salm presented the proposal. Wayne Yetman from Sina Companies was present for the review. Mr. Cropper and Mr. Salm stated that the building was placed in the easternmost portion of the parcel to preserve area to the west for future medical office development. Also, Mr. Salm stated the proposed location would not be easily noticeable from Rt. 589. Mr. Barbierrri indicated that the building design did not meet all of the Worcester County Design Guidelines and Standards criteria and expressed concerns about the building's overall appearance. Mr. Cropper stated that the building could not meet all of the Design Guidelines and Standards because of the nature of the proposed use (i.e. transparencies in a self-storage unit). However, he agreed to work with the architect to add features (brick banding, etc.) in order to enhance the visual appeal of the building.

Following the discussion, a motion was made by Ms. Knight, seconded by Ms. Ott, and carried unanimously to approve the site plan with requested Design Guidelines and Standards waivers.

- B.** As the next item of business, the Planning Commission reviewed the site plan for Sunrise Solar, a proposed ground mounted solar array, with a LOD of approximately 2.474 acres. Located at 3864 Grove Lane, Pocomoke, MD, Tax Map 85, Parcel 1, Tax District 1, A-1 Agricultural District, NFB, LLC, owner / Wilkins - Noble, LLC, engineer. Far Nassir was present for the review and presented the project. He stated that the solar array is proposed to generate power for the farm operation.

Following discussion, a motion was made by Ms. Smith, seconded by Ms. Knight, and carried unanimously to approve the site plan as presented.

IV. Maryland Agricultural Land Preservation Foundation (MALPF) FY23 Easement Sale Application Review and Approval

As the next item of business, The Planning Commission met with Katherine Munson, Planner V, Worcester County Environmental Programs, to review the following eleven (11) FY23 applications to sell an easement to the Maryland Agricultural Land Preservation Foundation (MALPF):

1. Bixler, Nick, TM 38, P 26; Davis Road, Snow Hill; 80 acres
2. Blank, William Berger, Jr.; TM 64, P 112; 7440 Public Landing Road; 283.69 acres
3. Butler, James and Margaret Estate (William Hudson, Personal Representative); TM 91, P 47; Hilman Road, Pocomoke City; 250 acres
4. Cantwell, Mary, TM 31, P 26, 32, 33; Evans Road/Ironshire Station Road, Berlin; 183 acres
5. Fair, Freddie and Faye, TM 93, P 41; Steel Pond Road, west side, Stockton; 102 acres (re-application, previous years)
6. Fair, Freddie and Faye & Marion Butler, Matthew Butler; TM 69, P 41; Fleming Mill Road, west side, Pocomoke City, 50 acres

**WORCESTER COUNTY PLANNING COMMISSION
MEETING MINUTES – July 7, 2022**

7. Glad-Mar Land Co., Inc. TM 77, P 6; Whitesburg Road, Snow Hill; 110 acres
8. Larry Dean and Deborah Guy; TM 99, P 27; Hall Road; 96.75 acres
9. Holland, Mark and Ricky Holland; TM 91, P 42, 122; Hillman Road/Cedar Hall Road 80 acres
10. Piper, Wayne and Jennifer; TM 92, P 69; Sheephouse Road, Pocomoke City; 144.93 acres
11. Queponco Farms, Inc. TM 49, P 71; 6636 Basket Switch Road; Newark; TM 187.75 acres (re-application, FY22)

Ms. Munson explained as background that the MALPF program is a state program that purchases permanent agricultural easements on farmland, and that there are currently 63 MALPF easements in Worcester County on over 9,000 acres of land. She stated that it is the role of the Planning Commission to review these applications and confirm that protection of these properties is consistent with the Worcester County Comprehensive Plan and other planning documents. Maps were provided to the Planning Commission showing the location of the applicant properties in relation to protected lands, zoning and the 2006 Land Use Plan.

She noted that all FY23 applications meet the minimum requirements of the program. All properties are zoned A-1 with one property partly zoned RP. All applicant properties are within the Priority Preservation Area and within Agriculture and/or Green Infrastructure

She stated that the Worcester County Agricultural Land Preservation Advisory Board approved all eleven (11) applications at their meeting on June 7, 2022, but are recommending that only the top eight (8) be forwarded to MALPF, due to anticipation of a shortfall of funding for all applications.

In response to a question, she confirmed that the ranking system was established about a decade ago by the county commissioners. She stated the ranking of the FY23 applications is confidential so cannot be discussed in open session, and also that the ranking of the applications is not relevant to the review and approval by the Planning Commission.

Mr. Church made the motion to endorse all eleven (11) applications presented and recommend approval of all applications to the Worcester County Commissioners; Ms. Ott seconded the motion, and approval was unanimous.

V. Comprehensive Water and Sewerage Plan Amendment

As the next item of business, the Planning Commission reviewed an application for a campground expansion and wastewater project for the Island Resort Campground located in Newark, MD. This amendment proposes to amend the *Master Water and Sewerage Plan (The Plan)* for a 62 lot expansion of with modifications to the wastewater and water infrastructure. Mr. Mark Cropper and Mr. Bob Rauch submitted the amendment on behalf of Island Resort Park, Inc., the applicant. Robert Mitchell, Director of Environmental Programs, presented the staff report to the Planning Commission and Mr. Cropper and Mr. Rauch were also present and participated in the presentation and conversations with the Commission. The owners, the Ewells, were present as well.

Mr. Mitchell explained the amendment proposes a 62 lot expansion to the existing 176 lot seasonal campground. The campground has been in existence since 2005. There have been two

**WORCESTER COUNTY PLANNING COMMISSION
MEETING MINUTES – July 7, 2022**

amendments to *The Plan* for this facility. They have expanded periodically within the approved and expanded planning area in concurrence with its existing land use, density, and zoning regulations. Mr. Mitchell explained the most recent expansion was in 2020 added 36 lots and that last expansion brought the permitted discharge capacity of the wastewater treatment plant near its maximum. This proposed expansion will require additional wastewater treatment capacity. This will be accomplished by proposed modifications to the existing treatment plant on TM 40 Parcel 241 and a proposed 15.44 acre spray field on TM 40 Parcel 93, which is immediately adjacent to the campground.

Mr. Church asked the owner's representatives how many campsites they had and the owner, Mr. Ewell, responded 176. Mr. Cropper introduced the amendment's purpose to the Commission and asked Mr. Ewell if he agreement with the amendment which Mr. Ewell responded that he did. Mr. Cropper reviewed the history of the property which started with the borrow pit, located where the campground's pond now sits. He further explained that the prior to 2009, a special exception was required for campgrounds in A-1 zones. After 2009, the zoning code removed the special exception requirement for A-2 zoned properties. He also clarified that this campground has become a legal non-conforming use and the owners have a choice coming for this proposed expansion. They could apply for a rezoning or apply for another special exception as they move forward.

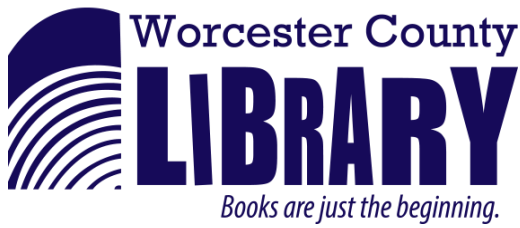
Mr. Cropper told the Commission he agreed with the staff report and pointed out Chapter 4 of the *Comprehensive Plan* could also be mentioned as this expansion would economically benefit the county as well. He introduced Robert Rauch as the engineer for the project. Mr. Rauch told the Commission he agreed with the staff report and said while the plant can reach ENR treatment capability, it is more of a BNR plant. The difference in treatment will have no bearing on the spray irrigation as the nutrients in the treated wastewater and the volume of spray put on the fields will be much less than the needs of the crop plantings selected for the irrigated area. He was also asked about the staff recommendations and can they be adhered to, he saw no reason that they could not, and he noted they are preparing the growth allocation submittal.

The Chair, Mr. Barbieri, indicated that any motion should specifically include staff recommendations # 2 and #5, which requested that the zoning requirements be resolved and that a critical area growth allocation application be submitted within 30 days. Following the discussion, a motion was made by Ms. Ott, seconded by Ms. Smith, and to find this application consistent with the *Comprehensive Plan* and recommended that they forward a favorable recommendation to the County Commissioners. The vote was unanimous and included conditions # 2 and #5.

- V. **Adjourn** – A motion to adjourn was made by Ms. Knight and seconded by Ms. Smith. The Planning Commission adjourned at 2:15 P.M.

Mary Knight, Secretary

Stuart White, DRP Specialist



To: Weston Young
From: Jennifer Ranck
Date: August 8, 2022
Re: Preconstruction Services for new Pocomoke Library

Enclosed with this memorandum is a proposal for preconstruction services for the new Pocomoke Branch Library. The proposal comes from The Whiting Turner Contracting Company and will cost \$38,280.00. Additional cost for on-site inspection and assessment will be billed at \$120 / hour.

Now that the design phase is underway, securing preconstruction services is critical to achieve an integrated design approach. This will help the design team with schedule projection, cost estimating, and constructability analysis.

Please contact me if you have any questions. Thank you for your consideration.

Copy: Worcester County Library Board of Trustees

FEE PROPOSAL FOR THE WORCESTER COUNTY PUBLIC LIBRARIES

POCOMOKE LIBRARY

Submitted by: The Whiting-Turner Contracting Company

August 3, 2022



PRECONSTRUCTION SERVICES

Preconstruction services to include schedule development and cost estimates based off of 100% Design Development Documents, 50% Construction Documents and 75% Construction Documents, the associated budget reconciliation and value engineering, if necessary. Services also include creating the site logistics and phasing plans as well as providing guidance on AHJ and permit regulations. We will be an engaged member of the team throughout the design process by attending regularly scheduled meetings, responding to requests and engaging in e-mails and phone calls with the other team members.

Preconstruction Lump Sum Fee: \$39,280.00

Team Meetings

Whiting-Turner will participate in all relevant design meetings and provide input on constructability, means and methods and site logistics.

Scheduling

This activity is included in our cost estimating work and will be managed by the project managers. The schedule will be defined to a level of detail that will allow for the subcontractors to bid the project and provide the baseline schedule for the management of the construction phase.

Cost Estimating

Our team will provide target value estimating and produce the following estimates: Design Development, 50% Construction Documents and 75% Construction Documents. As documents and/or the 3D model for the project progress into design development, fewer assumptions will be necessary. A far greater percentage of our estimate will be based upon in-house quantity take-off. We will analyze the project from varying perspectives, filling in the blanks of the initial design to confirm the continued accuracy of the budget. The estimates at this stage will now be entirely in CSI division format. More importantly, the estimate will be reconciled to the previous estimates. Any areas of scope “creep” will be identified so the team can address and resolve them to your satisfaction. With additional information provided at this stage of design, the value engineering focus will shift to better design details.

Value Analysis

Our responsibility is to perform value engineering analysis, not project quality reduction. Whiting-Turner staff will identify and price any and all alternatives developed by the project team in an effort to reduce construction cost. In addition, we will work with Worcester County Public Library and the design team to identify areas where pre-purchase, prefabrication or bulk purchase can assist in reducing project costs.

Constructability Review

The constructability review and site logistics assessment will be performed by the project manager and project superintendent. We will also engage our in-house virtual design & construction manager who will perform a drawing coordination analysis of the design models to find and identify coordination conflicts. These can be addressed by the design team as the documents are developed. This represents value added and saves rework during the construction phase.

Bidding

Included in our preconstruction work will be the preparation of bid packages, front-end documents, contracts, pre-bid conference, management of the bid process and development of a proposed bidders’ list. This list will be used by the construction team to solicit pricing from local and regional contractors.

After the bids are received, the project team will conduct scope reviews with the low bidders to ensure that the bids are complete and the contractors fully understand the scope of work. Whiting-Turner will determine the lowest responsible bidder and submit a recommendation of award for approval.

The guaranteed maximum price (GMP) will be compiled by the project team for review and approval by Worcester County Public Library and the design team.



POCOMOKE LIBRARY - PRECONSTRUCTION SERVICES PROPOSAL 7/29/2022



	Design Development Coordination Meetings & Design Review	Schematic Design Estimate	Design Development Estimate	DD--> CD Schedule Development	50% CD Estimate	75% CD Estimate
Project Manager / Estimator - Adam Leonard	8 hours @ \$120 per hr. \$ 960.00	Included \$ -	32 hours @ \$120 per hr. \$ 3,840.00	40 hours @ \$120 per hr. \$ 4,800.00	40 hours @ \$120 per hr. \$ 4,800.00	32 hours @ \$120 per hr. \$ 3,840.00
Cost & Schedule Support Specialist	8 hours @ \$130 per hr. \$ 1,040.00	Included \$ -	16 hours @ \$130 per hr. \$ 2,080.00	16 hours @ \$130 per hr. \$ 2,080.00	24 hours @ \$130 per hr. \$ 3,120.00	16 hours @ \$130 per hr. \$ 2,080.00
Industry Expert / Vice President – Scott Saxman	Included	Included	Included	Included	Included	Included
Assistant Project Manager / BIM Manager		Included \$ -	32 hours @ \$95 per hr. \$ 3,040.00	16 hours @ \$95 per hr. \$ 1,520.00	32 hours @ \$95 per hr. \$ 3,040.00	32 hours @ \$95 per hr. \$ 3,040.00
TOTALS:	\$ 2,000.00	\$ -	\$ 8,960.00	\$ 8,400.00	\$ 10,960.00	\$ 8,960.00
PRECONSTRUCTION SERVICES - COST & SCHEDULE SUPPORT TOTAL: \$ 39,280.00						

Site Supervision & Consulting Fees	
WT Superintendent - Site Inspection / Site Assessment	\$120 per hr.
SITE SUPERVISION & CONSULTING TOTALS: \$ -	

Note: Once the scope is finalized we can assess this further and provide a lump sum cost.



DEPARTMENT OF
DEVELOPMENT REVIEW AND PERMITTING

Worcester County

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

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

ZONING DIVISION
BUILDING DIVISION
DATA RESEARCH DIVISION

ADMINISTRATIVE DIVISION
CUSTOMER SERVICE DIVISION
TECHNICAL SERVICES DIVISION

MEMORANDUM

To: Weston S. Young, P.E., Chief Administrative Officer
From: Jennifer K. Keener, AICP, Director
Date: August 8, 2022
Re: Scheduling a Public Hearing - Rezoning Case No. 436 – Mendi L. and Erik Smith, applicants, Hugh Cropper IV, Esquire, attorney for the applicants

.....
I am requesting that the Worcester County Commissioners schedule the required public hearing associated with Rezoning Case No. 436. A draft public hearing notice is attached.

Mr. Cropper, on behalf of his clients, has filed Rezoning Case No. 436, seeking to rezone approximately 8.12 acres of a larger 8.57 acre parcel located on the east side of Daye Girls Road, north of and adjacent to the St. Martins River, from RP Resource Protection District to E-1 Estate District. The case was reviewed by the Planning Commission at its meeting on August 4, 2022 and was given a favorable recommendation. A copy of the Planning Commission’s written Findings of Fact and Recommendation is also attached.

Please advise our department at your earliest convenience as to the public hearing date so that our department can ensure that the mandatory public notice of 15 days is met via posting on the site and mailings to adjoining property owners.

Thank you for your attention to this matter. Should you have any questions or require additional information, please do not hesitate to contact me.

cc: Gary Pusey, Deputy Director

**PLANNING COMMISSION
FINDINGS OF FACT
AND
RECOMMENDATION**

REZONING CASE NO. 436

APPLICANTS:

**Mendi L. and Erik Smith
12554 Daye Girls Road
Bishopville, MD 21813**

ATTORNEY FOR THE APPLICANTS:

**Hugh Cropper, IV
9927 Stephen Decatur Highway, F-12
Ocean City, Maryland 21842**

August 4, 2022

WORCESTER COUNTY PLANNING COMMISSION

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I. INTRODUCTORY DATA

- A. CASE NUMBER: Rezoning Case No. 436, filed on May 26, 2022
- B. APPLICANT: Mendi L. and Erik Smith
12554 Daye Girls Road
Bishopville, MD 21813

APPLICANT'S ATTORNEY: Hugh Cropper, IV
9927 Stephen Decatur Highway, F-12
Ocean City, Maryland 21842
- C. TAX MAP/PARCEL: Tax Map 9 – p/o Parcel 166, Revised Parcel B - Tax District 5
- D. SIZE: The petitioned area consists of approximately 8.12 acres and is part of a larger parcel that totals 8.57 acres.
- E. LOCATION: The petitioned area is located on the east side of Daye Girls Road and is north of and adjacent to the St. Martins River.
- F. CURRENT USE OF PETITIONED AREA: The subject property is undeveloped and predominantly forested.
- G. CURRENT ZONING CLASSIFICATION: The approximately 8.12 acre portion of the property that is the subject of the rezoning request is currently zoned RP Resource Protection District; the remainder of the property that totals approximately 0.45 acre is zoned E-1 Estate District.
- H. REQUESTED ZONING CLASSIFICATION: E-1 Estate District
- I. ZONING HISTORY: At the time zoning was first established in the 1960's, the petitioned area was given an A-1 Agricultural District classification, and the property remained A-1 during the County's 1978 comprehensive rezoning. During the County's 1992 comprehensive rezoning the property was zoned E-1 Estate, and in 2009 during the County's most recent comprehensive rezoning a portion of the property retained the E-1 zoning, which was part of another parcel at that time, but the majority of the property was zoned RP Resource Protection.
- J. SURROUNDING ZONING: With the exception of forested and wetland areas on adjacent and nearby properties that are zoned RP Resource Protection, adjacent properties are zoned E-1 Estate. The E-1 zoning is in place south of St. Martins Neck Road, from west of North Piney Point Road to east of Shell Mill Road, an

area comprising more than 400 acres.

- K. **COMPREHENSIVE PLAN:** According to the 2006 Comprehensive Plan and associated land use map, the petitioned area lies within the Existing Developed Areas Category.
- L. **WATER AND WASTEWATER:** According to the response memo from Robert J. Mitchell, Director of the Department of Environmental Programs (copy attached), the subject property has a designation of a Water and Sewer Service Category of W-6 and S-6 (No Planned Service) in the Master Water and Sewerage Plan. Mr. Mitchell also noted that there is an existing approval for a sewage area to serve a single family dwelling unit, and there is an existing septic and well sized for residential use.
- M. **ROAD ACCESS:** The petitioned area fronts on Daye Girls Road, a County-owned and -maintained roadway with a 30' wide right-of-way. Via Shell Mill Road, Daye Girls Road connects with St. Martins Neck Road, which is state-owned and -maintained. The Maryland Department of Transportation State Highway Administration stated that they had no comments on this application.

II. APPLICANTS' TESTIMONY BEFORE THE PLANNING COMMISSION

- A. Hugh Cropper, IV, applicants' attorney, and Greg Wilkens, professional land surveyor with 35 years of experience, were present for the review. Mr. Cropper testified that the request was being made based upon a mistake in the existing zoning.

Mr. Cropper presented a zoning map of the area as Exhibit #1 and pointed out where the subject property was located, in relation to the existing E-1 zoning of the area. He referenced the Staff Report and noted that the E-1 zoning in the area totals more than 400 acres and includes a portion of the subject property. He noted that it appeared when the County zoned this property in 2009 that the RP Resource Protection boundary followed the existing forested area. He entered the text of the RP District into the record as Exhibit #2 and noted that the number of allowable uses were limited, and a single-family dwelling required a Special Exception from the Board of Zoning Appeals (BZA). He pointed out that any time an addition would be proposed it would be required that an applicant return to the BZA for approval.

Mr. Wilkens testified that the subject property is a platted buildable lot with access from Daye Girls Road. He stated that the property is included in the Existing Developed Areas (EDA) Land Use Category in the County's adopted comprehensive plan, and that this designation recognized existing residential

areas and other types of concentrated development and recommended that their development character be maintained. In response to Mr. Cropper's questioning, he stated that the EDA designation is incompatible with the current RP Resource Protection zoning of the property, as the EDA designation encourages infill development and the RP zoning restricts development. Mr. Wilkens stated that a rezoning to E-1 would not eliminate any environmental regulations and the subject property would still be subject to the Atlantic Coastal Bays Critical Area regulations, in addition to non-tidal wetland regulations. He further stated that, in his opinion, it was a mistake to zone the subject property RP Resource Protection and a more appropriate zoning classification would be E-1 to be compatible with other properties in the area.

In summary of the findings that the Planning Commission must consider, Mr. Cropper stated that there has been no change in the population of the area; that the property will be served by a private well and septic and there would be no impact on any public facilities; there would be no impact on present and future transportation patterns; the proposed rezoning would not have an impact on environmental regulations and any proposed development will have to comply with Critical Area and non-tidal wetland regulations regardless of the property's zoning; that a rezoning to E-1 Estate would be compatible with other development in the area that is similarly-zoned; and that the proposed E-1 zoning is more consistent with the Comprehensive Plan's recommendation of Existing Developed Area than the existing RP zoning for this property.

III. PLANNING COMMISSION'S FINDINGS AND CONCLUSIONS

- A. Regarding the definition of the neighborhood: The Planning Commission noted that this was not applicable, since Mr. Cropper's testimony was based solely on a mistake in the current zoning classification.
- B. Regarding population change: The Planning Commission concluded that there has been no change in population since the last comprehensive rezoning that occurred on November 3, 2009.
- C. Regarding availability of public facilities: The Planning Commission found that there would be no impact upon public facilities as it pertains to wastewater disposal and the provision of potable water. A memo provided by the County's Director of Environmental Programs stated that the subject property has a designation of a Sewer and Water Service Category of S-6 (No Planned Service) in the Master Water and Sewerage Plan, and that the property has an existing approval for a sewage area to serve a single family dwelling unit, and there is an existing septic and well sized for residential use. Additionally, fire and ambulance service will be available from the Bishopville Volunteer Fire Company, located

approximately two miles away. No comments were received from the fire company with regard to this request. Police protection will be available from the Maryland State Police Barracks in Berlin, approximately ten miles away, and the Worcester County Sheriff's Department in Snow Hill, approximately 26 miles away. No comments were received from the Maryland State Police, and the Sheriff's Department indicated this request would have no impact on their operations at this time. The petitioned area is served by the following schools: Showell Elementary School, Berlin Intermediate School, Stephen Decatur Middle School, and Stephen Decatur High School. No comments were received from the Worcester County Board of Education. In consideration of its review, the Planning Commission found that there will be no negative impacts to public facilities and services resulting from the proposed rezoning.

- D. Regarding present and future transportation patterns: The Planning Commission found that the petitioned area has access to Daye Girls Road, a County-maintained road with a 30' ROW. Daye Girls Road connects with Shell Mill Road, which in turn connects with St. Martins Neck Road, a State-owned and maintained road. The Maryland Department of Transportation State Highway Administration (MDOT SHA) District 1 informed the Planning Staff by telephone that they had no comments on this request.

- E. Regarding compatibility with existing and proposed development and existing environmental conditions in the area, including having no adverse impact to waters included on the State's impaired waters list or having an established total maximum daily load requirement: The Planning Commission found that a rezoning of the subject property to E-1 would be compatible with existing and proposed development, as the predominant zoning in the area is the E-1 Estate District, which comprises more than 400 acres south of St. Martins Neck Road from west of North Piney Point Road to east of Shell Mill Road. The Planning Commission also found that the proposed rezoning would not have an impact on environmental regulations as any proposed development will have to comply with Critical Area and non-tidal wetland regulations regardless of the property's zoning.

- F. Regarding compatibility with the Comprehensive Plan: The Planning Commission found that according to the Comprehensive Plan and associated land use map, the petitioned area lies within the Existing Developed Areas (EDA) Land Use Category. Based on the evidence submitted, the Planning Commission determined that the EDA designation recognizes existing residential areas and other types of concentrated development and encourages infill development. The Planning Commission found that the existing RP zoning is incompatible with the recommended EDA land use category of the Comprehensive Plan, and that the proposed E-1 Estate zoning would be more appropriate for the subject property.

IV. PLANNING COMMISSION RECOMMENDATION

- A. In consideration of its findings and testimony provided to the Planning Commission, the Commission concluded that there is a mistake in the existing zoning of the petitioned area. The Planning Commission found that the property is located in the Existing Developed Areas Land Use category of the Comprehensive Plan, and that this designation recognizes existing residential areas and other types of concentrated development and encourages infill development. E-1 Estate District zoning is the predominant zoning classification in the area and comprises more than 400 acres in the immediate area. The existing RP District is intended to preserve environmentally significant areas of the County and to protect natural resources, however, the Planning Commission finds this goal can be accomplished regardless of the property's zoning as all Critical Area and non-tidal wetland regulations must be met. Based upon its review, the Planning Commission concluded that a change in zoning would be more desirable in terms of the objectives of the Comprehensive Plan and gave a favorable recommendation to Rezoning Case No. 436, seeking a rezoning of the petitioned area from RP Resource Protection District to E-1 Estate District.

V. RELATED MATERIALS AND ATTACHMENTS

STAFF REPORT**REZONING CASE NO. 436**

PROPERTY OWNER: Mendi L. and Erik Smith
12554 Daye Girls Road
Bishopville, MD 21813

ATTORNEY: Hugh Cropper, IV
9927 Stephen Decatur Highway, F-12
Ocean City, Maryland 21842

TAX MAP/PARCEL INFO: Tax Map 9 – Parcel 166, Revised Parcel B - Tax District 5

SIZE: The petitioned area is 8.57 acres in size.

LOCATION: The petitioned area is located on the east side of Daye Girls Road, north of and adjacent to the St. Martins River.

CURRENT USE OF PETITIONED AREA: The property is currently undeveloped, with the majority of the parcel forested, with the exception of a “flag” that was created in a 2013 boundary line adjustment subdivision that is cleared and intended to be used as a sewage reserve area for a future dwelling.

CURRENT ZONING CLASSIFICATION: RP Resource Protection District (approx. 8.12 acres) and E-1 Estate District (approx. 0.45 acre).

As defined in the Zoning Code, the intent of the RP district is to preserve the environmentally significant areas of the County and to protect its natural resources in all areas. The district includes those areas of the County which pose constraints for development or where development could have a substantially adverse environmental effect. The Code further states that development potential within this district is severely limited; however, some minor development may be carried out, provided it is done in a manner sufficiently sensitive to the existing natural environment and visual character of the site. For example, “single-family dwellings” and “manufactured homes for residential use” are allowed only by Special Exception from the Board of Zoning Appeals.

The text of the E-1 District was created with the adoption of the 1992 zoning ordinance, and was intended to protect and preserve the open character of the rural areas and environmentally sensitive areas of the County, and to enhance the “estate character” of these neighborhoods. The Zoning Code notes that about 80% of land zoned E-1 is located either in a hurricane inundation zone or along roadways that will need extensive improvements in order to accommodate development. The Code further notes that the orderly development of existing E-1 areas should be allowed to continue, but that this District should be eliminated at the time of the next update

of the County’s Comprehensive Plan and zoning regulations, and no additional lands should be included in this District in the meantime.

REQUESTED ZONING CLASSIFICATION: E-1 Estate District.

See above for the purpose of the E-1 District as described in the zoning code.

APPLICANT’S BASIS FOR REZONING: The application indicates the basis for the rezoning is a mistake in the existing zoning.

ZONING HISTORY: At the time zoning was first established in the 1960’s, the petitioned area was given an A-1 Agricultural District classification, and the property remained A-1 during the 1978 comprehensive rezoning. During the County’s 1992 comprehensive rezoning the property was zoned E-1 Estate, but in 2009 during the County’s most recent comprehensive rezoning a portion of the property retained the E-1 zoning (which was part of another parcel at that time), but the majority of the property was zoned RP Resource Protection.

SURROUNDING ZONING: With the exception of forested and wetland areas on adjacent and nearby properties that are zoned RP, adjacent properties are zoned E-1. The E-1 zoning is in place south of St. Martins Neck Road, from west of North Piney Point Road to east of Shell Mill Road, an area comprising more than 400 acres.

COMPREHENSIVE PLAN:

The County’s Comprehensive Plan was adopted by the County Commissioners on March 7, 2006, and is intended to be a general guide for future development in the County. Whether a proposed rezoning is compatible with the recommendations of the Comprehensive Plan is one of the criteria that must be considered in all rezoning requests, as listed in Section 1-113(c)3 of the Zoning Ordinance and as summarized at the end of this Staff Report.

According to Chapter 2 – Land Use of the Comprehensive Plan and associated land use map, the petitioned area lies within the Existing Developed Areas (EDA) Land Use Category. With regard to the EDA Land Use Category, the Comprehensive Plan states the following:

“This category identifies existing residential and other concentrations of development in unincorporated areas and provides for their current development character to be maintained. Recognizing existing development and neighborhood character is the purpose of this designation. Appropriate zoning providing for densities and uses consistent with this character should be instituted.

Surrounding areas have been mapped with one of the other land use designations as appropriate and should not be considered for rezonings by virtue of their proximity to an EDA. Further, the EDAs are anticipated to remain as mapped at least until the next plan review period. This will provide for orderly infill development within EDAs and new community-scaled growth in the growth areas.

Not designated as growth areas, these areas should be limited to infill development. Density, height, bulk, and site design standards should also be consistent with the EDA's existing character." (Pages 13, 14)

Pertinent objectives cited in Chapter 2 – Land Use state the following:

2. Continue the dominance of agriculture and forestry uses throughout the county's less developed regions.
3. Maintain the character of the county's existing population centers.
4. Provide for appropriate residential, commercial, institutional, and industrial uses.
5. Locate new development in or near existing population centers and within planned growth centers.
6. Infill existing population centers without overwhelming their existing character.
8. Regulate development to minimize consumption of land, while continuing the county's rural and coastal character.
9. Minimize conflicts among land uses due to noise, smoke, dust, odors, lighting, and heavy traffic.
11. Set high environmental standards for new development, especially in designated growth areas.
12. Develop green infrastructure system.
13. Expand the protection of the Coastal Bays and the Pocomoke River drainage basins through watershed plans and their implementation.
19. Limit rural development to uses compatible with agriculture and forestry.

(Pages 12, 13)

In Chapter 3, Natural Resources, pertinent objectives include the following:

1. Use a systems approach to environmental planning addressing pollution at or close to its source and use sustainable development techniques.
2. Instill environmental stewardship as a universal ethic.
3. Identify and protect environmentally sensitive areas.
4. Restore and/or enhance natural resource functions where possible.
9. Channel development within a particular site to any existing disturbed areas if possible.
10. Establish sufficient buffers for sensitive areas.

(Page 33)

In Chapter 7 – Transportation, the Comprehensive Plan states that “the county's rural road system continues to have an excellent service record. Local car and truck traffic share this system

with farm machinery. On-going maintenance will remain the primary need for these roads. Due to their configuration, rural roads within this plan's growth areas will require improvements to handle the expected additional traffic." (Page 80)

Daye Girls Road connects with Shell Mill Road, which in turn connects with St. Martins Neck Road. Chapter 7 addresses St. Martins Neck Road (MD 368) and describes it as a Two Lane County Road/Minor Collector Highway. The Plan further states that "this minor collector links MD 90 at its south end to MD 367 Bishopville Road and provides a secondary link from Ocean City to US 113, northeastern Worcester and the Delaware beaches. This roadway's current configuration should be adequate for the planning period." (Page 86)

In this same chapter, under the heading General Recommendations – Roadways, it states the following:

1. **Acceptable Levels of Service**—It is this plan's policy that the minimal acceptable level of service for all roadways be LOS C. Developers shall be responsible for maintaining this standard.
3. **Traffic studies**--Developers should provide traffic studies to assess the effect of each major development on the LOS for nearby roadways.
4. **Impacted Roads**--Roads that regularly have LOS D or below during weekly peaks are considered "impacted." Areas surrounding impacted roads should be planned for minimal development (infill existing lots). Plans and funding for improving such roads should be developed.
5. **Impacted Intersections**--Upgrade intersections that have fallen below a LOS C, for example, the intersection of US 13 and MD 756 Old Snow Hill Road, intersection of MD 589 and US 50.

(Page 87)

WATER AND WASTEWATER: According to the response memo from Robert J. Mitchell, Director of the Department of Environmental Programs (copy attached), the property has a designation of a Water and Sewer Service Category of S-6 and W-6 (No Planned Service) in the Master Water and Sewerage Plan. He notes that there is an existing approval for a sewage area to serve a single family dwelling unit, and there is an existing septic and well sized for residential use.

The County's Department of Public Works responded that they had no comments on this application.

The primary soil types on the petitioned area according to the Worcester County Soil Survey are as follows:

SuA – Sunken mucky silt loam, severe limitations to on-site wastewater disposal

HbB – Hambrook loamy sand, very limited for on-site wastewater disposal

RuB - Runclint loamy sand, very limited for on-site wastewater disposal

WddA – Woodstown sandy loam, severe limitations to on-site wastewater disposal
 BX – Boxiron and Broadkill soils, severe limitations to on-site wastewater disposal
 Za – Zekiah sandy loam, severe limitations to on-site wastewater disposal
 FadA – Fallsington sandy loam, severe limitations to on-site wastewater disposal
 SadA – Sassafras loamy sand, very limited for on-site wastewater disposal

Much of the soils on the property are hydric and generally poorly drained.

EMERGENCY SERVICES: Fire and ambulance service are available from the Bishopville Volunteer Fire Company, located approximately two miles away. No comments were received from the fire department. Police protection will be available from the Maryland State Police Barracks in Berlin, approximately 10 miles away, and the Worcester County Sheriff's Office in Snow Hill, approximately 26 miles away. The Sheriff's Office responded that the rezoning would have no impact on their operations at this time, and no comments were received from the Maryland State Police Barracks.

ROADWAYS AND TRANSPORTATION: The petitioned area fronts on Daye Girls Road, which is County maintained with a 30' ROW. Daye Girls Road connects with Shell Mill Road, which connects with St. Martins Neck Road, which is State-owned and -maintained. A representative from the District 1 State Highway Administration's office indicated in a phone conversation with Staff that they had no comments on this application. The County's Department of Public Works had no comments.

SCHOOLS: The petitioned area is within Zone 1 of the Worcester County Public School Zones and is served by the following schools: Showell Elementary School, Berlin Intermediate School, Stephen Decatur Middle School, and Stephen Decatur High School. No comments were received from the Worcester County Board of Education (WCBOE).

CHESAPEAKE/ ATLANTIC COASTAL BAYS CRITICAL AREAS: Mr. Mitchell also notes in his memorandum that the petitioned area is located within the boundaries of the Atlantic Coastal Bays Critical Area (ACBCA) and is designated as a Resource Conservation Area (RCA). He notes this property is a waterfront lot with a 100 ft. Buffer and also has an expanded Buffer due to the presence of Non-tidal wetlands (NTWs). Mr. Mitchell further states that RCA's are areas characterized by nature-dominated environments (i.e. wetlands, forests and abandoned fields) and resource-utilization activities (i.e. agriculture, forestry, fisheries and aquaculture). He stated that allowed uses within the E-1 Estate District support the purpose and intent of that district, specifically to preserve, encourage, and protect the County's farms and forestry operations. He noted that specific uses that can also be permitted within the RCA include, but are not limited to, agriculture, poultry operations, single family dwellings, and manufactured homes. Mr. Mitchell also noted that any proposed development must comply with requirements of the County's Natural Resources Article Section NR §3-206 that includes, but is not limited to, lot coverage, clearing, and density limitations, and no new commercial, industrial or instructional uses can be permitted without Growth Allocation approval. Finally, he points out that a field delineation of all environmental features, including, but not limited to, buffers, and non-tidal and tidal wetlands will be required prior to any plan approvals being given.

Any rezoning application located wholly or partially within the Critical Area requires that notification be sent to the Critical Area Commission (CAC). Mr. Mitchell has attached the comments provided by M. Claudia Jones, Science Advisor with the CAC. Ms. Jones states that the CAC will not oppose the rezoning if the County makes certain determinations and if the rezoning is granted based upon a finding that there is a mistake in the existing zoning, and that any development of the property is done in a way to protect and conserve the existing resources as required by the County’s Critical Area Program.

FLOOD ZONE: The FIRM maps (24047C0045H effective July 16, 2015) indicate that the northern and western portions of this property are located in Zone X (Area of Minimal Flood Hazard and a 0.2% Annual Chance of Flood). Towards the St. Martins River the property contains land located in the 100 year floodplain (Zone AE).

PRIORITY FUNDING AREA: The petitioned area is not within a designated Priority Funding Area.

INCORPORATED TOWNS: This site is not within one mile of any incorporated town; the closest municipality is Berlin approximately five miles to the south.

ADDITIONAL COMMENTS RECEIVED: N/A.

!!IMPORTANT!!

THE PLANNING COMMISSION MUST MAKE FINDINGS OF FACT IN EACH SPECIFIC CASE, INCLUDING BUT NOT LIMITED TO THE FOLLOWING MATTERS:

1. What is the applicant’s definition of the neighborhood in which the subject property is located? (Not applicable if request is based solely on a claim of mistake in existing zoning.)
2. Does the Planning Commission concur with the applicant’s definition of the neighborhood? If not, how does the Planning Commission define the neighborhood?
3. Relating to population change.
4. Relating to availability of public facilities.
5. Relating to present and future transportation patterns.
6. Relating to compatibility with existing and proposed development and existing environmental conditions in the area, including having no adverse impact on waters included on the State’s impaired waters list or having an established total maximum daily load requirement.

7. Relating to compatibility with the Comprehensive Plan.
8. Has there been a substantial change in the character of the neighborhood where the property is located since the last zoning of the property (November 3, 2009) or is there a mistake in the existing zoning of the property?
9. Would a change in zoning be more desirable in terms of the objectives of the Comprehensive Plan?

Worcester County Commissioners
Worcester County Government Center
One W. Market Street, Room 1103
Snow Hill, Maryland 21863

PLEASE TYPE
OR PRINT IN
INK

APPLICATION FOR AMENDMENT OF OFFICIAL ZONING MAP

(Office Use One - Please Do Not Write In This Space)

Rezoning Case No. 436

Date Received by Office of County Commissioners: _____

Date Received by Development, Review and Permitting: 5/26/2022

Date Reviewed by Planning Commission: 8/4/2022

I. Application

Proposals for amendment of the Official Zoning Maps may be made only by a governmental agency or by the property owner, contract purchaser, option holder, leasee, or their attorney or agent of the property to be directly affected by the proposed amendment. Check applicable status below:

- A. _____ Governmental Agency
- B. _____ Property Owner
- C. _____ Contract Purchaser
- D. _____ Option Holder
- E. _____ Leasee
- F. XXX Attorney for B (Insert A, B, C, D, or E)
- G. _____ Agent of _____ (Insert A, B, C, D, or E)

II. Legal Description of Property

- A. Tax Map/Zoning Map Number(s): 9
- B. Parcel Number(s): 166
- C. Lot Number(s), if applicable: Revised Parcel B
- D. Tax District Number: 05

III. Physical Description of Property

- A. Located on Daye Girls Road.
- B. Consisting of a total of 8.57 acres of land.
- C. Other descriptive physical features or characteristics necessary to accurately locate the petitioned area:

-
- D. Petitions for map amendments shall be accompanied by a plat drawn to scale showing property lines, the existing and proposed district boundaries and such other information as the Planning Commission may need in order to locate and plot the amendment on the Official Zoning Maps.

IV. Requested Change to Zoning Classification(s)

- A. Existing zoning classification(s): RP-Resource Protection
(Name and Zoning District)
- B. Acreage of zoning classification(s) in "A" above: 8.57
- C. Requested zoning classification(s): E-1, Estate District
(Name and Zoning District)
- D. Acreage of zoning classification(s) in "C" above: 8.57

V. Reasons for Requested Change

The County Commissioners may grant a map amendment based upon a finding that there: (a) has been a substantial change in the character of the neighborhood where the property is located since the last zoning of the property, or (b) is a mistake in the existing zoning classification and that a change in zoning would be more desirable in terms of the objectives of the Comprehensive Plan.

- A. Please list reasons or other information as to why the rezoning change is requested, including whether the request is based upon a claim of change in the character of the neighborhood or a mistake in existing zoning:


This rezoning is based upon a mistake. A more detailed summary is attached.

IV. Filing Information and Required Signatures


- A. Every application shall contain the following information:
 - 1. If the application is made by a person other than the property owner, the application shall be co-signed by the property owner or the property owner's attorney.

- 2. If the applicant is a corporation, the names and mailing addresses of the officers, directors and all stockholders owning more than 20 percent of the capital stock of the corporation.
- 3. If the applicant is a partnership, whether a general or limited partnership, the names and mailing addresses of all partners who own more than 20 percent of the interest of the partnership.
- 4. If the applicant is an individual, his/her name and mailing address.
- 5. If the applicant is a joint venture, unincorporated association, real estate investment trust or other business trust, the names and mailing addresses of all persons holding an interest of more than 20 percent in the joint venture, unincorporated association, real estate investment trust or other business trust.

B. Signature of Applicant in Accordance with VI.A. above.

Signature: 
 Printed Name of Applicant: Hugh Cropper, IV, Attorney for Property Owner
 Mailing Address: 9927 Stephen Decatur Hwy., F-12, Ocean City, MD 21842 Phone Number: 410-213-2681
 E-Mail: hcropper@bbcmlaw.com
 Date: May 25, 2022

C. Signature of Property Owner in Accordance with VI.A. above

Signature: 
 Printed Name of Owner: Erik Smith & Mendi L. Smith
 Mailing Address: 12554 Daye Girls Road, Bishopville, MD 21813
 Phone Number: 302-608-0189
 E-Mail: _____
 Date: May 25, 2022

(Please use additional pages and attach to application if more space is required.)

VII. General Information Relating to the Rezoning Process

- A. Applications shall only be accepted from January 1st to January 31st, May 1st to May 31st, and September 1st to September 30th of

any calendar year.

- B. Applications for map amendments shall be addressed to and filed with the Office of the County Commissioners. The required filing fee must accompany the application.
- C. Any officially filed amendment or other change shall first be referred by the County Commissioners to the Planning Commission for an investigation and recommendation. The Planning Commission may make such investigations as it deems appropriate or necessary and for the purpose may require the submission of pertinent information by any person concerned and may hold such public hearings as are appropriate in its judgment.

The Planning Commission shall formulate its recommendation on said amendment or change and shall submit its recommendation and pertinent supporting information to the County Commissioners within 90 days after the Planning Commission's decision of recommendation, unless an extension of time is granted by the County Commissioners.

After receiving the recommendation of the Planning Commission concerning any such amendment, and before adopting or denying same, the County Commissioners shall hold a public hearing in reference thereto in order that parties of interest and citizens shall have an opportunity to be heard. The County Commissioners shall give public notice of such hearing.

- D. Where the purpose and effect of the proposed amendment is to change the zoning classification of property, the County Commissioners shall make findings of fact in each specific case including but not limited to the following matters:

population change, availability of public facilities, present and future transportation patterns, compatibility with existing and proposed development and existing environmental conditions for the area, including no adverse impact on waters included on the State's Impaired Waters List or having an established total maximum daily load requirement, the recommendation of the Planning Commission, and compatibility with the County's Comprehensive Plan. The County Commissioners may grant the map amendment based upon a finding that (a) there a substantial change in the character of the neighborhood where the property is located since the last zoning of the property, or (b) there is a mistake in the existing zoning classification and that a change in zoning would be more desirable in terms of the objectives of the Comprehensive

Plan.

The fact that an application for a map amendment complies with all of the specific requirements and purposes set forth above shall not be deemed to create a presumption that the proposed reclassification and resulting development would in fact be compatible with the surrounding land uses and is not, in itself, sufficient to require the granting of the application.

- E.** No application for map amendment shall be accepted for filing by the office of the County Commissioners if the application is for the reclassification of the whole or any part of the land for which the County Commissioners have denied reclassification within the previous 12 months as measured from the date of the County Commissioners' vote of denial. However, the County Commissioners may grant reasonable continuance for good cause or may allow the applicant to withdraw an application for map amendment at any time, provided that if the request for withdrawal is made after publication of the notice of public hearing, no application for reclassification of all or any part of the land which is the subject of the application shall be allowed within 12 months following the date of such withdrawal, unless the County Commissioners specify by formal resolution that the time limitation shall not apply.

ATTACHMENT IN SUPPORT OF REZONING APPLICATION

The purpose of the RP, Resource Protection District, is to protect important environmental features. In this case, it appears that the RP zoning line follows lot lines, and is not based on any environmental features.

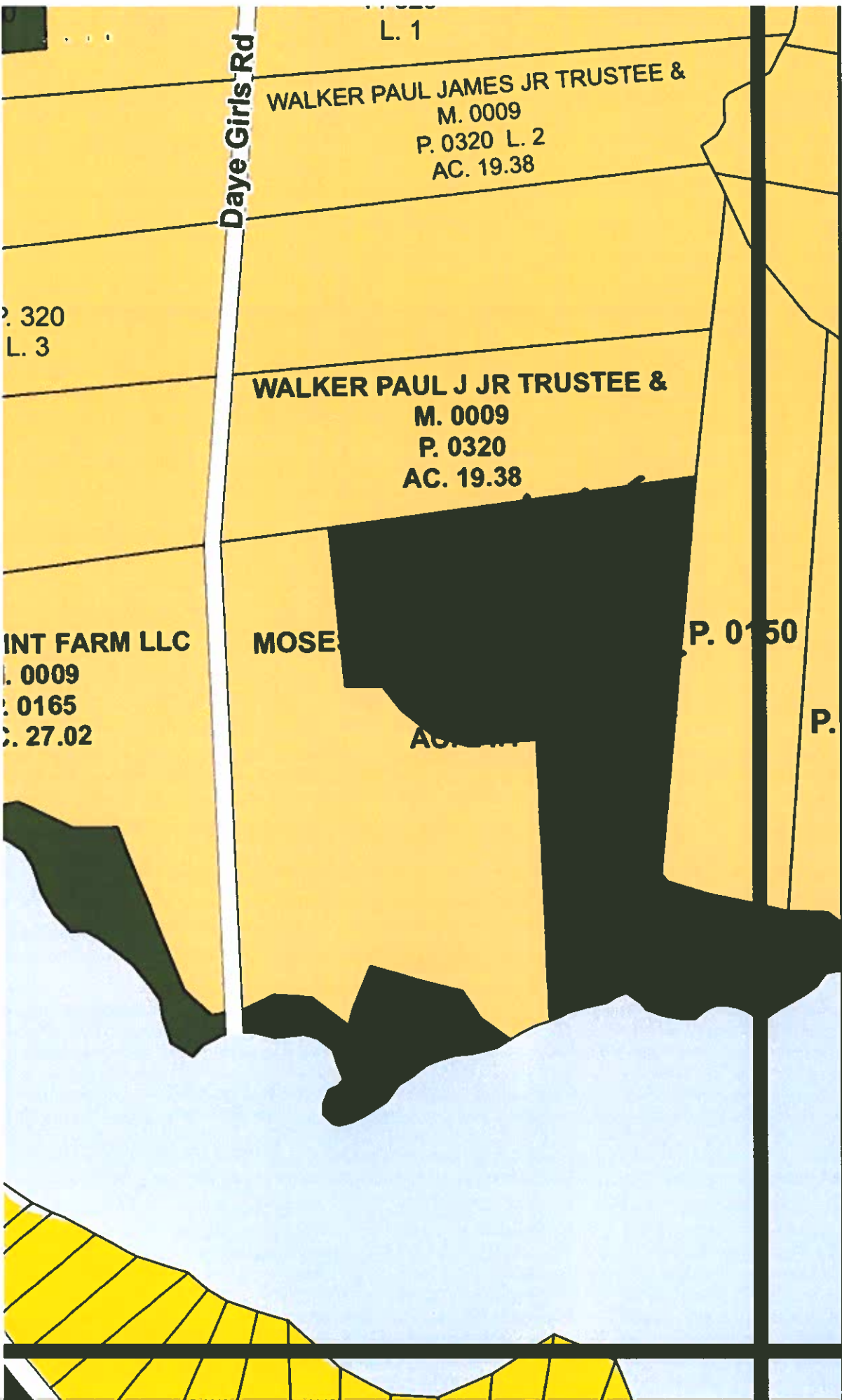
The appropriate zoning should be E-1, Estate District, which surround the subject property.

The RP, Resource Protection District, was a mistake, and it is unduly burdensome.

Respectfully submitted,

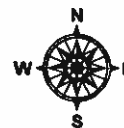


Hugh Cropper IV
Attorney for Erik Smith and
Mendi L. Smith, Owners



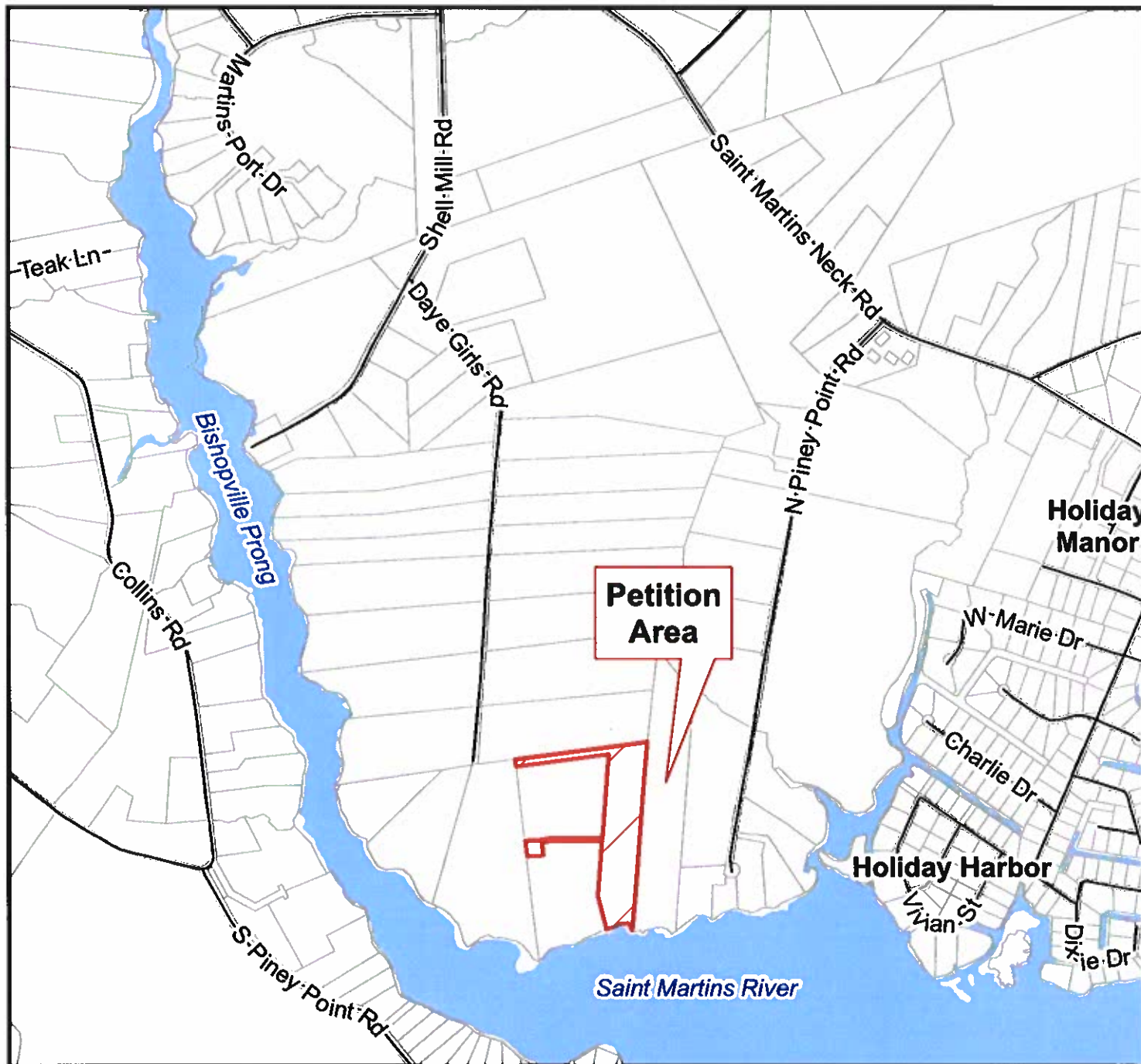


WORCESTER COUNTY, MARYLAND

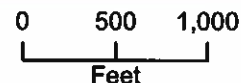


REZONING CASE NO. 436
RP Resource Protection District to E-1 Estate District
Tax Map: 9, Parcel 166

LOCATION MAP



DEPARTMENT OF DEVELOPMENT REVIEW AND PERMITTING
Technical Services Division - Prepared June 2022



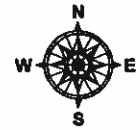
Source: Worcester County GIS Data Layers

Drawn By: KLH Reviewed By: GP

This map is intended to be used for illustrative purposes only and is not to be used for regulatory action.



WORCESTER COUNTY, MARYLAND

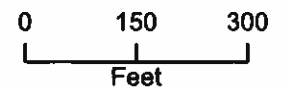


REZONING CASE NO. 436
RP Resource Protection District to E-1 Estate District
Tax Map: 9, Parcel 166

AERIAL MAP



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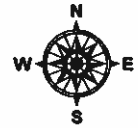


Source: Worcester County GIS Data Layers: 2019 Aerial Imagery
This map is intended to be used for illustrative purposes only and is not to be used for regulatory action.

Drawn By: KLH Reviewed By: GP

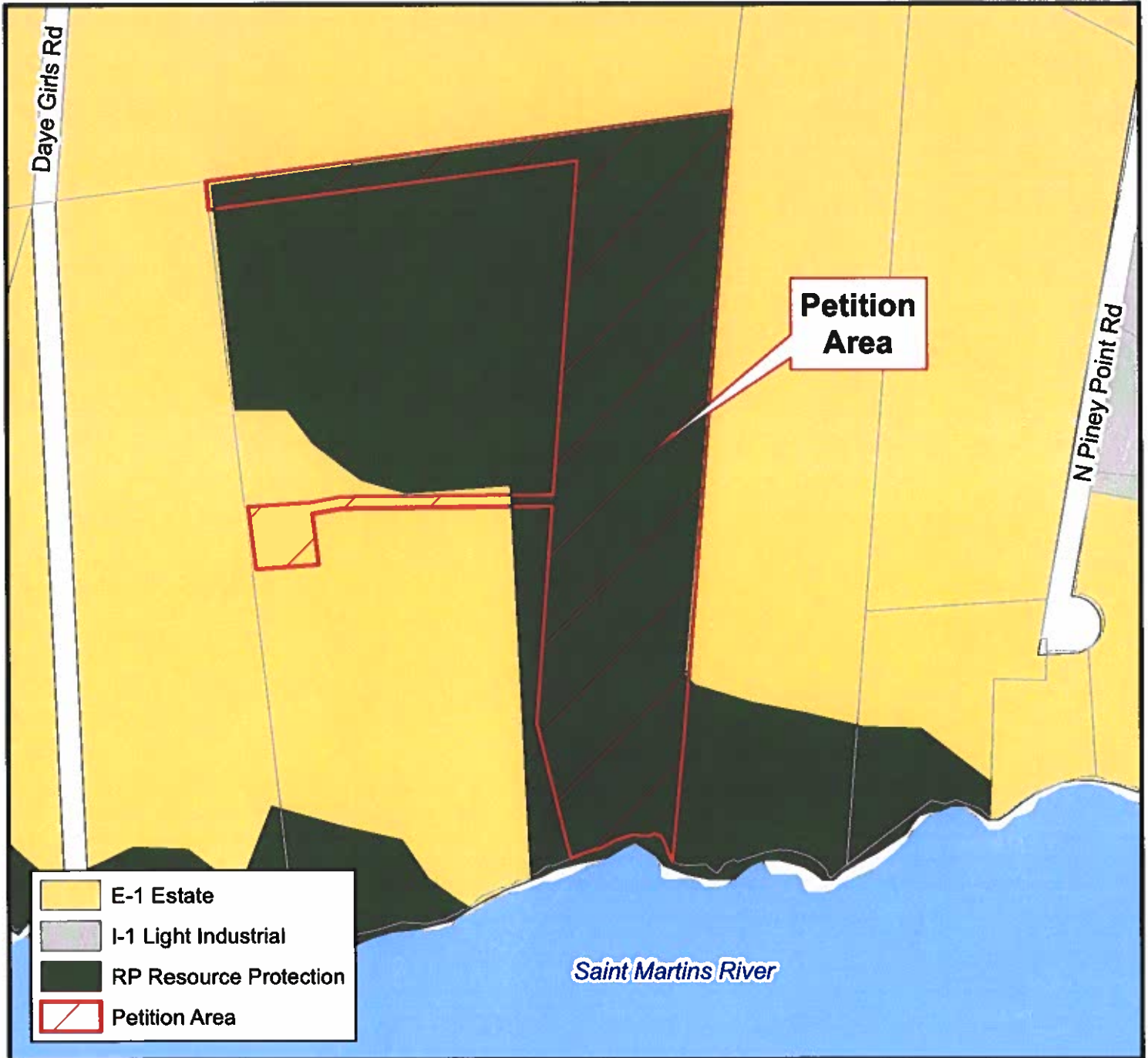


WORCESTER COUNTY, MARYLAND



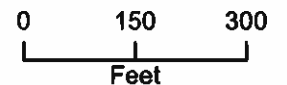
REZONING CASE NO. 436
RP Resource Protection District to E-1 Estate District
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ZONING MAP



- E-1 Estate
- I-1 Light Industrial
- RP Resource Protection
- Petition Area

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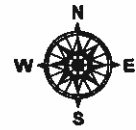


Source: Worcester County GIS Data Layers, 2009 Official Zoning Map
 This map is intended to be used for illustrative purposes only and is not to be used for regulatory action.

Drawn By: KLH Reviewed By: GP



WORCESTER COUNTY, MARYLAND

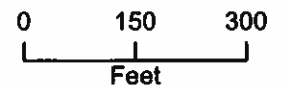


REZONING CASE NO. 436
RP Resource Protection District to E-1 Estate District
Tax Map: 9, Parcel 166

ZONING MAP - 70% Transparency



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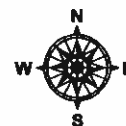


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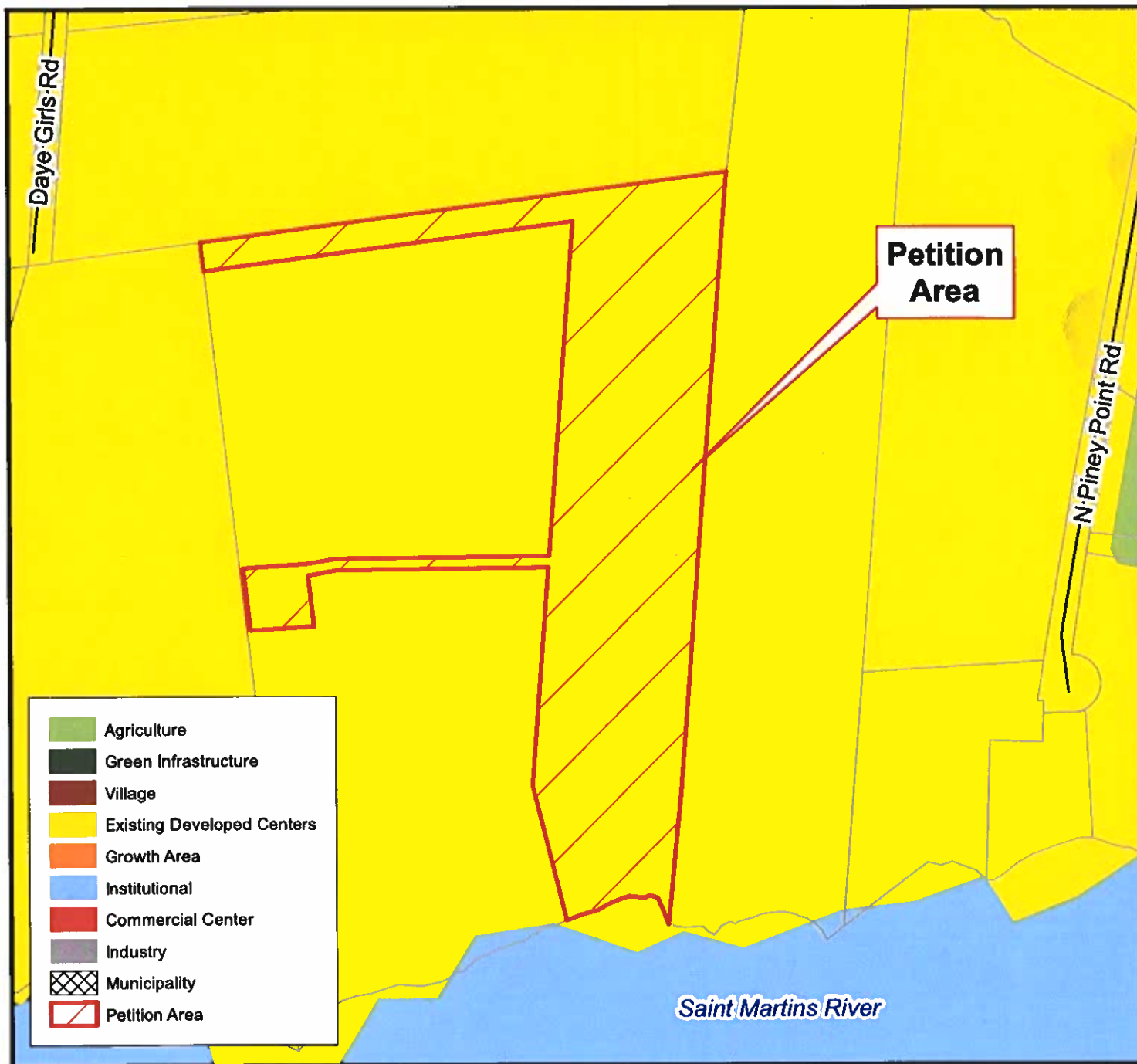


WORCESTER COUNTY, MARYLAND



REZONING CASE NO. 436
RP Resource Protection District to E-1 Estate District
Tax Map: 9, Parcel 166

LAND USE MAP



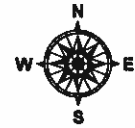
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Source: Worcester County GIS Data Layers, 2006 Land Use Plan
This map is intended to be used for illustrative purposes only and is not to be used for regulatory action.

Drawn By: KLH Reviewed By: GP

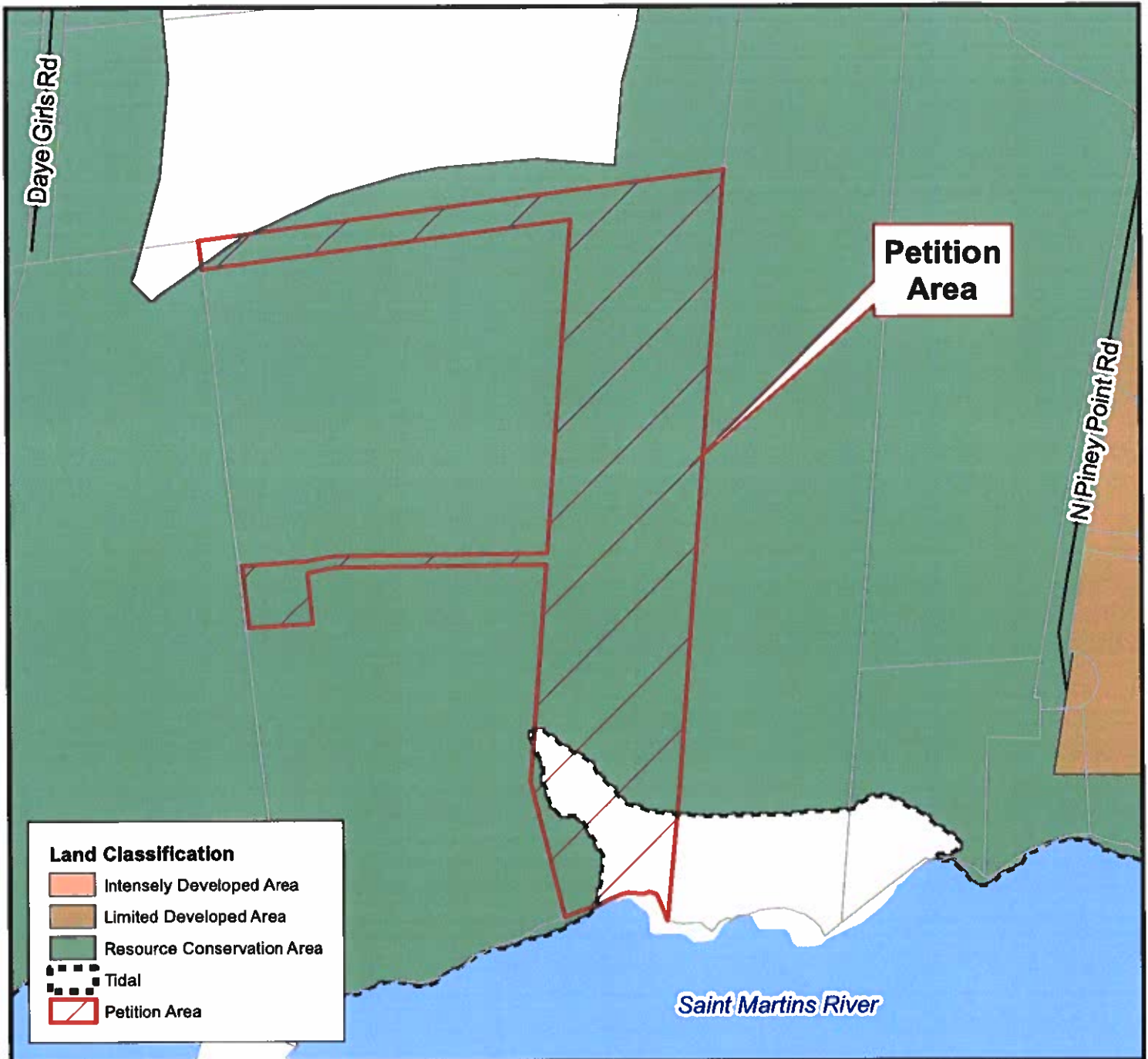


WORCESTER COUNTY, MARYLAND

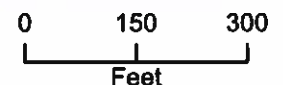


REZONING CASE NO. 436
RP Resource Protection District to E-1 Estate District
Tax Map: 9, Parcel 166

CRITICAL AREA MAP



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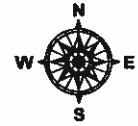


Source: Worcester County GIS Data Layers, Maryland Coastal Bay - Critical Area Plan
This map is intended to be used for illustrative purposes only and is not to be used for regulatory action.

Drawn By: KLH Reviewed By: GP

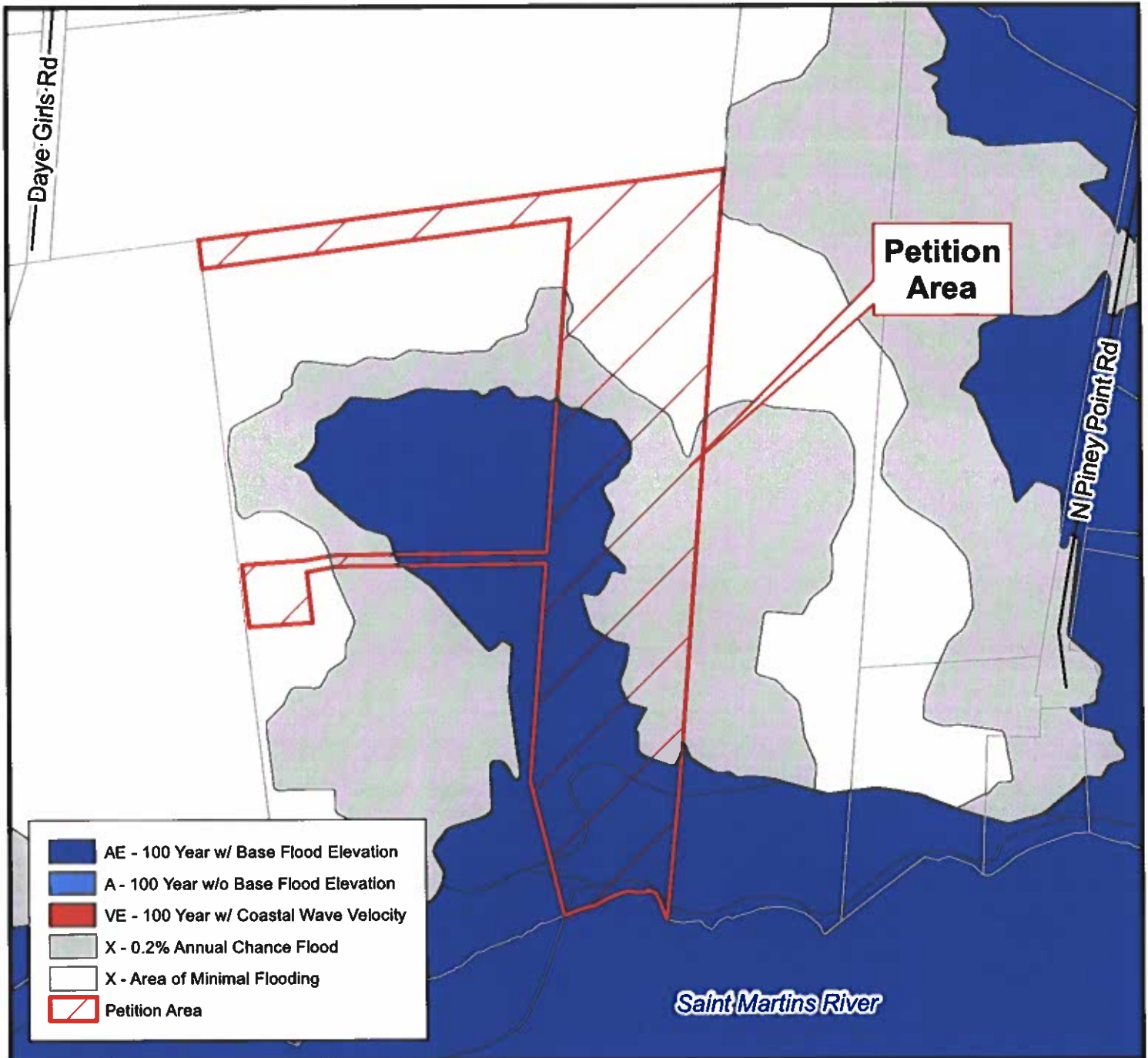


WORCESTER COUNTY, MARYLAND

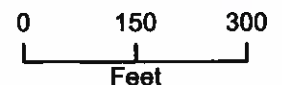


REZONING CASE NO. 436
RP Resource Protection District to E-1 Estate District
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FLOODPLAIN MAP



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Technical Services Division - Prepared June 2022

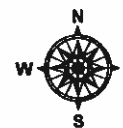


Source: Worcester County GIS Data Layers, 2015 FEMA Flood Rate Map
This map is intended to be used for illustrative purposes only and is not to be used for regulatory action.

Drawn By: KLH Reviewed By: GP

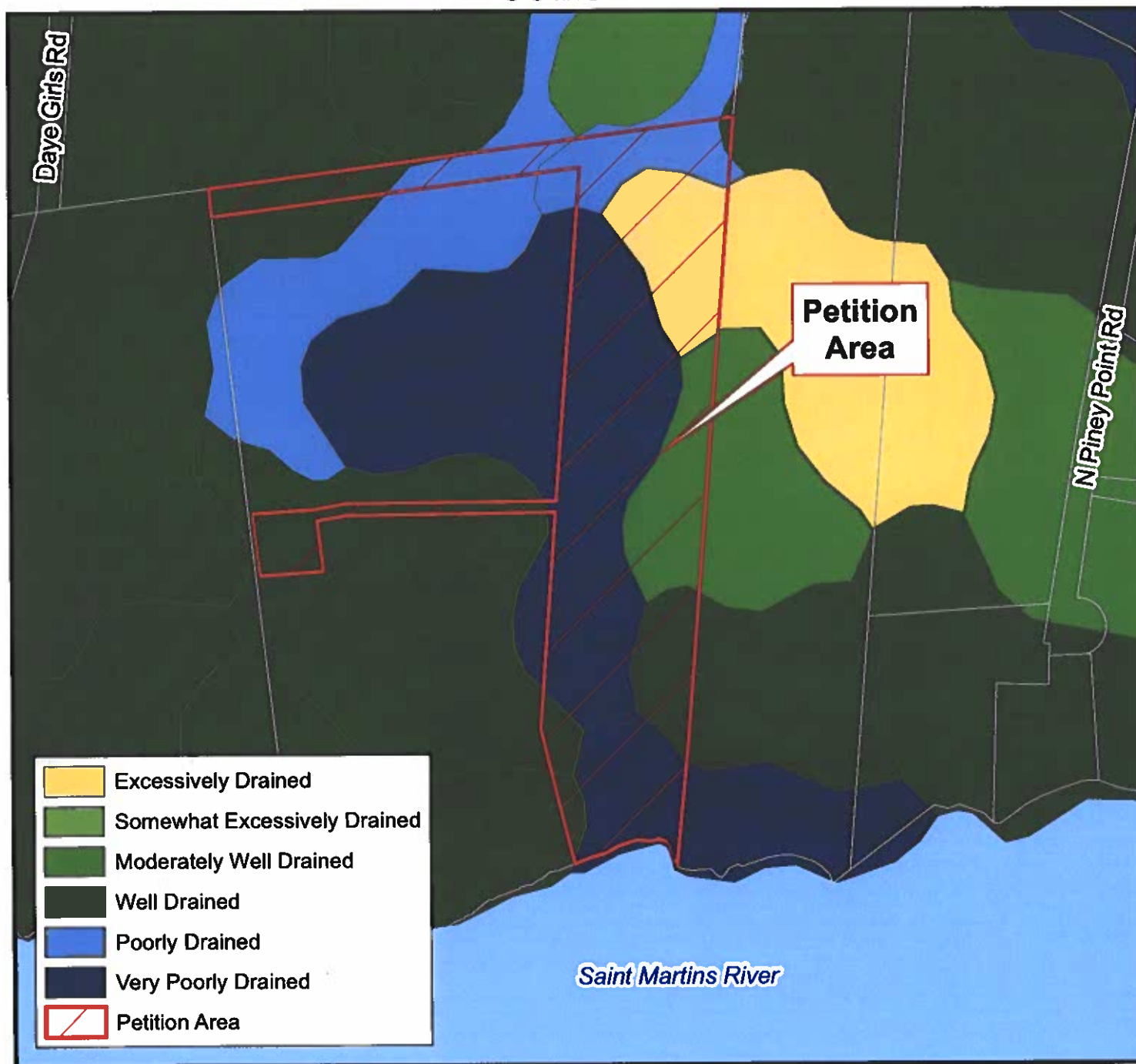


WORCESTER COUNTY, MARYLAND

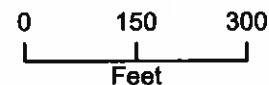


REZONING CASE NO. 436
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SOILS MAP



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Technical Services Division - Prepared June 2022



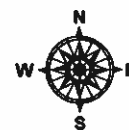
Source: Worcester County GIS Data Layers, 2007 Soil Survey

Drawn By: KLH Reviewed By: GP

This map is intended to be used for illustrative purposes only and is not to be used for regulatory action.

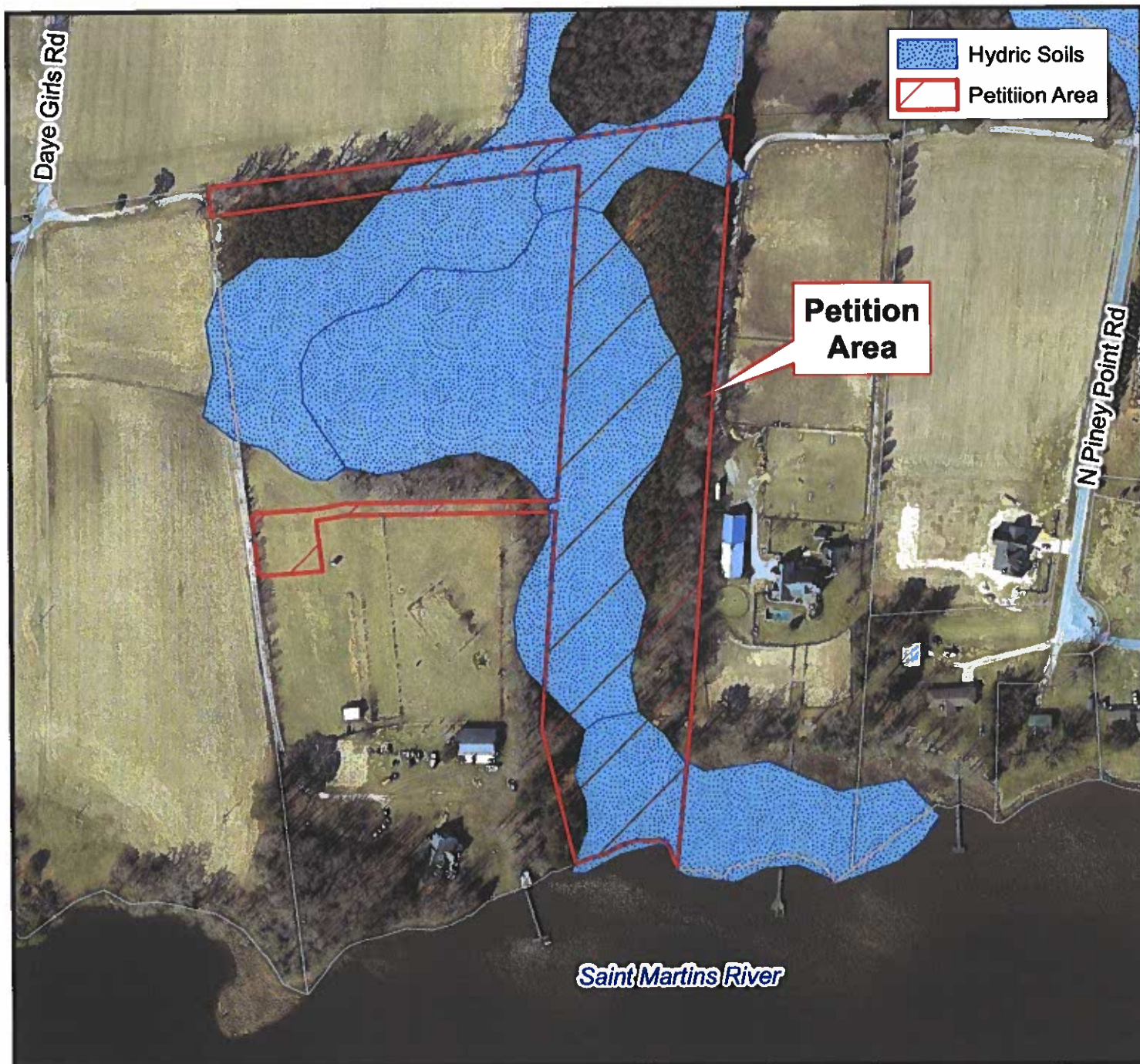


WORCESTER COUNTY, MARYLAND

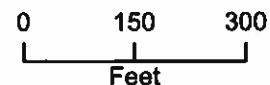


REZONING CASE NO. 436
RP Resource Protection District to E-1 Estate District
Tax Map: 9, Parcel 166

HYDRIC SOILS MAP



DEPARTMENT OF DEVELOPMENT REVIEW AND PERMITTING
Technical Services Division - Prepared June 2022



Source: Worcester County GIS Data Layers, 2007 Soil Survey
This map is intended to be used for illustrative purposes only and is not to be used for regulatory action.


Drawn By: KLH Reviewed By: GP



Worcester County Department of Environmental Programs
 Worcester County Government Center, 1 West Market Street, Rm 1306 | Snow Hill MD 21863
 Tel: (410) 632-1220 | Fax: (410) 632-2012

Memorandum

To: Gary Pusey, Deputy Director, DDRP

From: Robert J. Mitchell, LEHS, REHS/RS
 Director, Environmental Programs 

Subject: **EP Staff Comments on Rezoning Case No. 436**
 Worcester County Tax Map 9, Parcel 166, Revised Parcel B
 Reclassify approximately 8.57 acres
 From RP Resource Protection District to E-1 Estate District

Date: 7/15/22

This response to your request for comments is prepared for the map amendment application associated with the above referenced property. The Worcester County *Zoning and Subdivision Control Article*, Section ZS1-113(c)(3), states that the applicant must affirmatively demonstrate that there has been a substantial change in the character of the neighborhood since the last zoning of the property or that a mistake has been made in the existing zoning classification. The application argues that a mistake was made since the last Comprehensive Rezoning that was approved by the County Commissioners on November 3, 2009. The Code requires that the Commissioners find that the proposed "change in zoning" would be more desirable in terms of the objectives of the *Comprehensive Plan*.

The Department of Environmental Programs has the following comments:

1. This property has an Existing Developed land use designation in the Land Use Map in the Worcester County Comprehensive Plan (*Comprehensive Plan*), as do properties surrounding this property on all sides. The Existing Developed land use category identifies existing residential and other concentrations of development in unincorporated areas and provides for their current development character to be maintained. Recognizing existing development and neighborhood character is the purpose of this designation.
2. The *Plan* further notes that the surrounding areas have been mapped with one of the other land use designations as appropriate and should not be considered for rezonings by virtue of their proximity to an EDA. Also added was the intent that the EDAs are anticipated to remain as mapped at least until the next plan review period. This will provide for orderly infill development within EDAs.
3. These areas are not designated as growth areas in the *Comprehensive Plan*, they are intended to be limited to infill development. Density, height, bulk, and site design standards should also be consistent with the EDA's existing character.
4. The existing property is not connected to public sewer and/or water at this time and is unimproved. There is an existing approval for sewage area to serve a single family dwelling unit. The services currently available to the property include an existing septic and well sized for residential use. The subject property has a designation of a Sewer and Water Service Category of S-6/W-6 and (No Planned Service) in the *Master Water and Sewerage Plan*.
5. This proposed rezoning is located within the Atlantic Coastal Bays Critical Area (ACBCA). The parcel is designated as a Resource Conservation Area (RCA) and is a waterfront lot with a 100 ft Buffer and an

ITEM 6

expanded Buffer due to the location of Non-tidal wetlands (NTWs). RCA's are areas characterized by nature-dominated environments (i.e, wetlands, forests, abandoned fields) and resource utilization activities (i.e, forestry, agriculture, fisheries, aquaculture). Some, but not all of the allowed uses within the E-1 Zoning District support the purpose and intent of that district., specifically to preserve, encourage, and protect the County's farms and forestry operations. Specific uses that can also be permitted within the RCA., include, but are not limited to, agriculture, poultry operations, single family dwellings, and manufactured homes.

6. Reviewing the land position and current features of the property, there does not seem to be any outstanding issues with the why the current zoning classification would have been selected in 2009.
7. Staff would not oppose the reclassification if the requirement for a mistake in zoning designation are met. If the rezoning is approved, lands within the RCA boundaries much abide by allowances in the Natural Resources Article Section NR §3-206. This includes, but is not limited to lot coverage, clearing, and density limitations. Also, no new Commercial, industrial, or instructional uses can be permitted without approval of a Growth Allocation.
8. A field delineation of all environmental features, including, but not limited to, buffers, non-tidal wetlands, and tidal wetlands, will be required prior to our NR division being able to provide any plan approvals. This will assist in determining if future development will need to meet the requirements of the ACBCA that are in place at the time of construction.
9. All re-zonings located wholly or partially with the Critical Area require notification to the Critical Area Commission for comment and those comments are attached.

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

Attachment

Larry Hogan
Governor

Boyd K. Rutherford
Lt. Governor



Charles C. Deegan
Chairman

Katherine Charbonneau
Executive Director

**STATE OF MARYLAND
CRITICAL AREA COMMISSION
CHESAPEAKE AND ATLANTIC COASTAL BAYS**
1804 West Street, Suite 100, Annapolis, Maryland 21401
(410) 260-3460 Fax: (410) 974-5338
dnr.maryland.gov/criticalarea/

June 30, 2022

Ms. Jenelle Gerthoffer
Natural Resources Administrator
Worcester County Department of Environmental Programs
One West Market Street – Room 1306
Snow Hill, Maryland 21863

Re: Rezoning Application – Smith
Daye Girls Road
Tax Map 9 Parcel 166

Dear Ms. Gerthoffer:

Thank you for forwarding the above referenced application for review and comment. The applicant is seeking to reclassify an approximately 8.57-acre parcel from RP Resource Protection District to E-1 Estate District. The entirety of the property is in a Resource Conservation Area (RCA). The reason given for the reclassification is that a mistake was made in the previous zoning. The parcel contains tidal and nontidal wetlands and their buffers, potential Forest Interior Dwelling Bird habitat, and appears to be mostly forested. This does not seem inconsistent with an RP zoning designation.

It is my understanding that the property was subdivided in 1999, giving it grandfathered status under the County's Coastal Bays Critical Area Program. The County must determine if the parcel is indeed grandfathered, if it has an existing development right, and if the rezoning request meets the County requirements for reclassification on the basis of a mistake. We do not oppose this reclassification if the above requirements are met, and any development of the property is done in a way to protect and conserve the existing resources as required for properties designated as RCA under the County's program.

Thank you for the opportunity to comment. Please contact me if you have any questions or concerns at (410) 260-3482 or via email at claudia.jones@maryland.gov.

Sincerely,

M. Claudia Jones
Science Advisor

WC 225-22



DEPARTMENT OF
DEVELOPMENT REVIEW AND PERMITTING

Worcester County

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

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

ZONING DIVISION
BUILDING DIVISION
DATA RESEARCH DIVISION

ADMINISTRATIVE DIVISION
CUSTOMER SERVICE DIVISION
TECHNICAL SERVICES DIVISION

MEMO

TO: Robert Mitchell, Director, Worcester County Environmental Programs
Billy Birch, Director, Worcester County Emergency Services
Matthew Crisafulli, Sheriff, Worcester County Sheriff's Office
Dallas Baker, P.E., Director, Worcester County Public Works Department
Chris Classing, P.E., Deputy Director, Worcester County Public Works Department
Kevin Lynch, Roads Superintendent, Worcester County Public Works Department
Matt Owens, Fire Marshal, Worcester County Fire Marshal's Office
Melanie Pursel, Director of Tourism & Economic Development
Louis H. Taylor, Superintendent, Worcester County Board of Education
James Meredith, District Engineer, Maryland State Highway Administration
Lt. Earl W. Starner, Commander, Barracks V, Maryland State Police
Rebecca L. Jones, Health Officer, Worcester County Health Department
Luke Marcek, Project Manager, Maryland Forest Service
Nelson D. Brice, District Conservationist, Worcester County Natural Resources Conservation Service
David Collins, Fire Chief, Bishopville Volunteer Fire Department

FROM: Gary Pusey, Deputy Director GP

DATE: June 15, 2022

RE: Rezoning Case No. 436 – Mendi and Erik Smith, Property Owners and Hugh Cropper, IV, Attorney
- East Side of Daye Girls Road, adjacent to St. Martin River

The Worcester County Planning Commission is tentatively scheduled to review the above referenced rezoning application on August 4, 2022. This application seeks to rezone approximately 8.57 acres of land shown on Tax Map 9, Parcel 166, Revised Parcel B from RP Resource Protection District to E-1 Estate District. Uses allowed in the E-1 District include, but are not limited to, single-family dwellings;

manufactured homes; and agriculture, including feeding lots, dairy barns, the raising of livestock, commercial and noncommercial greenhouses and nurseries, etc.

For your reference I have attached a copy of the rezoning application and location and zoning maps showing the property petitioned for rezoning.

The Planning Commission would appreciate any comments you or your designee might offer with regard to the effect that this application and potential subsequent development of the site may have on plans, facilities, or services for which your agency is responsible ***by JULY 18, 2022***. Your response is requested even if you determine that the proposed rezoning will have no effect on your agency, that the application is compatible with your agency's plans, that your agency has or will have adequate facilities and resources to serve the proposed rezoning and its subsequent land uses. ***if no comments are received, we will document such and assume that you have no objection to the Planning Commission stating this information in its report to the Worcester County Commissioners.***

If you have any questions or require further information, please do not hesitate to call this office or email me at gpusey@co.worcester.md.us. On behalf of the Planning Commission, thank you for your attention to this matter.

Attachments



DEPARTMENT OF
DEVELOPMENT REVIEW AND PERMITTING

Worcester County

GOVERNMENT CENTER
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ZONING DIVISION
BUILDING DIVISION
DATA RESEARCH DIVISION

ADMINISTRATIVE DIVISION
CUSTOMER SERVICE DIVISION
TECHNICAL SERVICES DIVISION

MEMORANDUM

To: Weston S. Young, P.E., Chief Administrative Officer
From: Jennifer K. Keener, AICP, Director
Date: August 8, 2022
Re: Scheduling a Public Hearing - Rezoning Case No. 437 – Dawn P. and Jeffery D. Pruitt, applicants, Hugh Cropper IV, Esquire, attorney for the applicants

.....
I am requesting that the Worcester County Commissioners schedule the required public hearing associated with Rezoning Case No. 437. A draft public hearing notice is attached.

Mr. Cropper, on behalf of his clients, has filed Rezoning Case No. 437, seeking to rezone approximately 2.25 acres of a larger 4.5 acre parcel located on the northerly side of U.S. Route 50, east of and adjacent to Herring Creek, from R-2 Suburban Residential District to C-2 General Commercial District. The case was reviewed by the Planning Commission at its meeting on August 4, 2022 and was given a favorable recommendation. A copy of the Planning Commission’s written Findings of Fact and Recommendation is also attached.

Please advise our department at your earliest convenience as to the public hearing date so that our department can ensure that the mandatory public notice of 15 days is met via posting on the site and mailings to adjoining property owners.

Thank you for your attention to this matter. Should you have any questions or require additional information, please do not hesitate to contact me.

cc: Gary Pusey, Deputy Director

**PLANNING COMMISSION
FINDINGS OF FACT
AND
RECOMMENDATION**

REZONING CASE NO. 437

APPLICANTS:

**Dawn P. and Jeffery D. Pruitt
7317 Worcester Highway
Newark, MD 21841**

ATTORNEY FOR THE APPLICANTS:

**Hugh Cropper, IV
9927 Stephen Decatur Highway, F-12
Ocean City, Maryland 21842**

August 4, 2022

WORCESTER COUNTY PLANNING COMMISSION

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I. INTRODUCTORY DATA

- A. CASE NUMBER: Rezoning Case No. 437, filed on May 26, 2022
- B. APPLICANT: Dawn P. & Jeffery D. Pruitt
7317 Worcester Highway
Newark, MD 21841

APPLICANT'S ATTORNEY: Hugh Cropper, IV
9927 Stephen Decatur Highway, F-12
Ocean City, Maryland 21842
- C. TAX MAP/PARCEL: Tax Map 26 – p/o Parcel 83 - Tax District 10
- D. SIZE: The petitioned area consists of 2.25 acres and is part of a larger parcel that totals 4.5 acres.
- E. LOCATION: The petitioned area is located on the northerly side of US Route 50 (Ocean Gateway) and is east of and adjacent to Herring Creek.
- F. CURRENT USE OF PETITIONED AREA: Undeveloped and forested, with an existing pier extending into Herring Creek.
- G. CURRENT ZONING CLASSIFICATION: R-2 Suburban Residential District
- H. REQUESTED ZONING CLASSIFICATION: C-2 General Commercial District
- I. ZONING HISTORY: At the time zoning was first established in the 1960's, the petitioned area was given an R-2 Suburban Residential District classification, and the R-2 zoning has been retained in each of the County's subsequent comprehensive rezonings held in 1978, 1992 and 2009.
- J. SURROUNDING ZONING: With the exception of the subject property and a townhouse project on the south side of U.S. 50 at the Harry Kelly Bridge, all other properties east of Herring Creek to the bridge are zoned C-2 General Commercial. Land adjoining the subject property on the north is zoned R-2 Suburban Residential, and RP Resource Protection zoning is located adjacent to several waterways in the area, including a portion of the subject property that is not part of the rezoning request.
- K. COMPREHENSIVE PLAN: According to the 2006 Comprehensive Plan and associated land use map, the petitioned area lies within the Commercial Center

Land Use Category.

- L. **WATER AND WASTEWATER:** According to the response memo from Robert J. Mitchell, Director of the Department of Environmental Programs (copy attached), the subject property has a designation of a Sewer Service Category of S-1 (Immediate to 2 years) in the Master Water and Sewerage Plan, and has an existing allocation of one sewer EDU from the West Ocean City Sanitary Service Area. The County Department of Public Works notes that public water is not currently available.
- M. **ROAD ACCESS:** The petitioned area fronts on Ocean Gateway, a State-owned and -maintained highway. The Comprehensive Plan lists US Route 50 as a multi-lane divided primary highway/ arterial highway. The Maryland Department of Transportation State Highway Administration stated that at the time of future development, traffic impacts will be determined based on the specific use of the property and road improvements will be required to ensure safe ingress and egress.

II. APPLICANTS' TESTIMONY BEFORE THE PLANNING COMMISSION

- A. Hugh Cropper, IV, applicants' attorney, Robert Hand, landscape architect, and Chris McCabe, environmental consultant, were present for the review. Mr. Cropper testified that the request is being made based upon a mistake in the existing zoning.

Mr. Cropper referenced the aerial photograph of the subject property that was included in the Staff Report that he entered as Exhibit #1 and he highlighted the surrounding non-residential uses in the immediate area. These included office complexes adjacent to the subject property on the east and across U.S. Route 50, and a hotel and the Ocean City Chamber of Commerce offices also across U.S. Route 50. He pointed out that with the exception of the subject property and a townhouse project at the base of the Harry Kelly Bridge entering Ocean City, all properties fronting U.S. Route 50 from Herring Creek to the Sinexent Bay are zoned C-2 General Commercial, and he entered as Exhibit #2 a map showing the zoning of the area along U.S. Route 50. He pointed out that although this property totals 4.5 acres, the rezoning request is for 2.25 acres that front on U.S. Route 50. He provided a plan prepared by Mr. Hand that he entered as Exhibit #3 that designated the boundaries of the portion to be rezoned, with the remaining portion of the property to retain its R-2 Suburban Residential and RP Resource Protection zoning. Mr. Cropper clarified that the application is being amended to increase the portion to be rezoned from the original request of 2.19 acres to the amended acreage of 2.25.

Mr. Hand testified that the County's adopted Comprehensive Plan places the subject property in the Commercial Center Land Use Category, which is located on both sides of U.S. Route 50 and extends from Herring Creek to the Sinepuxent Bay. He stated that the C-2 General Commercial zoning district would be more consistent with the Commercial Center recommendation than the existing R-2 Suburban Residential zoning. In response to Mr. Cropper's question, Mr. Hand stated that if the rezoning is approved the proposed use would be a business office for the contract purchasers of the property. He noted that traffic associated with a business office would likely be less than that generated by the maximum number of residential units allowed under the current R-2 zoning. He stated that the subject property is located within the Atlantic Coastal Bays Critical Area (ACBCA) and is designated an Intensely Developed Area and any development will be required to comply with those regulations. Mr. Cropper pointed out to the Planning Commission that the Maryland Critical Area Commission staff has reviewed the rezoning application and would not oppose the request if the rezoning is based on a mistake in the existing zoning. In response to Mr. Cropper's question, Mr. Hand stated that he believed the current R-2 zoning is a mistake and the proposed C-2 General Commercial zoning would be more desirable in terms of the objectives of the County's Comprehensive Plan.

Mr. McCabe testified that he inspected the property in order to perform a wetlands delineation, and he found there are no non-tidal wetlands on the property, and the Maryland Department of the Environment (MDE) has confirmed his findings. He confirmed that the subject property is located in the Atlantic Coastal Bay Critical Area and is designated an Intensely Developed Area, which permits commercial uses.

In response to Mr. Cropper's question, Mr. McCabe stated he believed the current R-2 zoning was a mistake and commercial use would be more desirable for this property given its location adjacent to U.S. Route 50. He reiterated that residential use would not be desirable or appropriate for this property.

Mr. Cropper further addressed the recommendations of the Comprehensive Plan that complement the Commercial Center Land Use designation for this property. He entered into the record as Exhibit #4 an excerpt from the Natural Resources chapter that noted the County has considerable remaining growth potential and this growth can occur in a way that maximizes both economic and natural benefits while minimizing environmental damage. He pointed out that this property is in the Critical Area and is subject to the regulations of that ordinance. He also entered into the record as Exhibit #5 an excerpt from the Economy chapter that identified a Goal of the Plan that the County's economy should expand in order to realize its full potential for employment, business, tourism and other economic sectors without compromising the County's rural and coastal character. He stated

this rezoning would help the County attain this goal. Finally, Mr. Cropper entered into the record as Exhibit #6 an excerpt from the Transportation chapter of the Plan that states land use and transportation are interconnected, and locating work and living areas in proximity to each other can have positive benefits, including the reduction of congestion and air pollution. Mr. Cropper stated the subject property is ideally located along U.S. Route 50 and adjacent to other commercial uses and can reduce the length and number of vehicle trips as a result.

In summary of the findings that the Planning Commission must consider in rezoning cases, Mr. Cropper stated that population change in the area has been minimal due to the prevalence of commercial zoning along U.S. Route 50; that the property is within the West Ocean City Sanitary Service Area with sewer available; other public facilities such as schools would not be adversely impacted since the proposed use of the property is for commercial purposes; that access to the property from U.S. Route 50 will be subject to the State Highway Administration's approval; the proposed commercial zoning is in accordance with the Commercial Center Land Use designation of the Comprehensive Plan; and the proposed zoning would be compatible with existing development in the area, as C-2 General Commercial zoning is located on both sides of U.S. Route 50 and extends from Herring Creek to the Sinepuxent Bay, and only excludes the subject property and a townhouse project located on U.S. Route 50's south side at the Bay at the base of the Harry Kelly Bridge.

III. PLANNING COMMISSION'S FINDINGS AND CONCLUSIONS

- A. Regarding the definition of the neighborhood: The Planning Commission noted that this was not applicable, since Mr. Cropper's testimony was based solely on a mistake in the current zoning classification.
- B. Regarding population change: The Planning Commission concluded that population change in the immediate area has been minimal since the last comprehensive rezoning that occurred on November 3, 2009, as properties along U.S. Route 50 are commercially developed.
- C. Regarding availability of public facilities: The Planning Commission found that the subject property is located within the West Ocean City Sanitary Service Area and has public sewer available. Mr. Mitchell's memo stated that the subject property has a designation of a Sewer Service Category of S-1 (Immediate to 2 years) in the Master Water and Sewerage Plan and has an existing sewer allocation of one EDU. Fire and ambulance service will be available from the Ocean City Volunteer Fire Company, with a substation on Keyser Point Road located less than one mile away. No comments were received from the fire company with regard to this review. Police protection will be available from the

Maryland State Police Barracks in Berlin, approximately five miles away, and the Worcester County Sheriff's Department in Snow Hill, approximately twenty-one miles away. The Sheriff's Office responded that the rezoning would have no impact on their operations at this time, and no comments were received from the Maryland State Police. The petitioned area is served by the following schools: Ocean City Elementary School, Berlin Intermediate School, Stephen Decatur Middle School, and Stephen Decatur High School. As a commercial use, there will be no impact on the school system. In consideration of its review, the Planning Commission found that there will be no negative impacts to public facilities and services resulting from the proposed rezoning.

- D. Regarding present and future transportation patterns: The Planning Commission found that the petitioned area fronts on Ocean Gateway, a State-owned and -maintained highway. The Comprehensive Plan lists U.S. Route 50 as a multi-lane divided primary highway/arterial highway. Dan Wilson, Assistant District Engineer – Traffic, for the Maryland Department of Transportation State Highway Administration (MDOT SHA) District 1 indicated in a phone conversation with the Planning Staff that a rezoning is a land use issue which is not under the jurisdiction of MDOT SHA, but at such time in the future when development may be proposed for this property traffic impacts will be analyzed based on the proposed use and improvements will be required to ensure safe ingress and egress. Based on MDOT SHA's response, the Planning Commission found that there will be no negative impact to the transportation patterns arising from the proposed rezoning of the petitioned area.
- E. Regarding compatibility with existing and proposed development and existing environmental conditions in the area, including having no adverse impact to waters included on the State's impaired waters list or having an established total maximum daily load requirement: The Planning Commission found that, with the exception of the subject property and a townhouse project located on the south side of U.S. Route 50 at the base of the Harry Kelly Bridge, all other properties that front on U.S. Route 50 from Herring Creek to the Sinepuxent Bay are zoned C-2 General Commercial. The proposed rezoning would be compatible with the commercial zoning and development located along this section of U.S. Route 50. The requested rezoning is for 2.25 acres of a 4.5 acre parcel; if the rezoning is approved, the remainder of the property (also 2.25 acres) will retain its RP Resource Protection and R-2 Suburban Residential zoning. The Planning Commission finds that this retained zoning will provide a buffer from existing residential development located to the north. The Planning Commission also finds that the property is located within the Atlantic Coastal Bays Critical Area and will be subject to the regulations associated with that designation, which will help provide protection to any existing environmental conditions on the property.

- F. Regarding compatibility with the Comprehensive Plan: The Planning Commission found that according to the Comprehensive Plan and associated land use map, the petitioned area lies within the Commercial Center Land Use Category. The Planning Commission found that the proposed rezoning to C-2 General Commercial is in accordance with the Commercial Center Land Use designation contained in the Plan and with the Plan's goals and objectives.

IV. PLANNING COMMISSION RECOMMENDATION

- A. In consideration of its findings and testimony provided to the Commission, the Planning Commission concluded that there is a mistake in the existing zoning of the petitioned area. The Planning Commission found that the property was located in the Commercial Center Land Use category of the Comprehensive Plan, and was one of only two properties between Herring Creek and the Sinexent Bay with frontage on U.S. Route 50 that was not zoned C-2 General Commercial. Based upon its review, the Planning Commission concluded that a change in zoning would be more desirable in terms of the objectives of the Comprehensive Plan and gave a favorable recommendation to Rezoning Case No. 437, seeking a rezoning of the petitioned area from R-2 Suburban Residential District to C-2 General Commercial District in the acreage and location as delineated on the zoning exhibit made a part of the application.

V. RELATED MATERIALS AND ATTACHMENTS

STAFF REPORT

REZONING CASE NO. 437

PROPERTY OWNER: Dawn P. & Jeffery D. Pruitt
7317 Worcester Highway
Newark, MD 21841

ATTORNEY: Hugh Cropper, IV
9927 Stephen Decatur Highway, F-12
Ocean City, Maryland 21842

TAX MAP/PARCEL INFO: Tax Map 26 – p/o Parcel 83 - Tax District 10

SIZE: The property requested to be rezoned totals 2.25 acres and is part of a larger 4.5 acre parcel.

LOCATION: The petitioned area is located on the northerly side of U.S. Route 50 (Ocean Gateway), east of and adjacent to Herring Creek. The 2.25 acre portion of the property requested for rezoning fronts on U.S. Route 50.

CURRENT USE OF PETITIONED AREA: Except for an existing pier that extends into Herring Creek, the property is undeveloped and is forested.

CURRENT ZONING CLASSIFICATION: The 4.5 acre parcel contains R-2 Suburban Residential District and RP Resource Protection District zoning, but the 2.25 acre portion requested to be rezoned is currently zoned entirely R-2.

As defined in the Zoning Code, this district is primarily intended to protect and preserve existing residential subdivisions throughout the County and to provide for compatible infill development in those areas. In addition, and as recommended by the Comprehensive Plan, this district can serve as a transition zone between high and low density residential neighborhoods.

REQUESTED ZONING CLASSIFICATION: C-2 General Commercial District

As defined in the Zoning Code, the intent of this district is to provide for more intense commercial development serving populations of three thousand or more within an approximate ten- to twenty-minute travel time. Design standards and careful attention to signage, landscaping, perimeter buffers, site layout and architectural design are imperative to ensure compatibility with the community and the County's character.

APPLICANT'S BASIS FOR REZONING: The application indicates that there was both a mistake made in the existing zoning, and there has been a substantial change in the character of the neighborhood since the County's most recent comprehensive rezoning on Nov. 3, 2009, to justify a rezoning.

ZONING HISTORY: At the time zoning was first established in the 1960's, the petitioned area was given an R-2 Suburban Residential District classification, and the R-2 zoning has been retained in each of the County's subsequent comprehensive rezonings held in 1978, 1992 and 2009.

SURROUNDING ZONING: With the exception of the subject property and the Villas at Inlet Isle townhouse project on the south side of U.S. 50 at the Harry Kelly Bridge, all other properties along U.S. 50 east of Herring Creek to the Harry Kelly Bridge are zoned C-2 General Commercial. The area adjoining the subject property on the north is zoned R-2 Suburban Residential, and RP Resource Protection zoning is located adjacent to several waterways in the area, including on the subject property.

COMPREHENSIVE PLAN: According to Chapter 2 – Land Use of the Comprehensive Plan and associated land use map, the petitioned area lies within the Commercial Center Land Use Category. With regard to the Commercial Center Land Use Category, the Comprehensive Plan states the following:

“This category designates sufficient area to provide for anticipated needs for business, light industry, and other compatible uses. Retail, offices, cultural/entertainment, services, mixed uses, warehouses, civic, light manufacturing and wholesaling would locate in commercial centers.

Commercial areas by their nature locate on prominent sites and can visually dominate a community. For this reason, special attention must be given to the volume, location and design of these uses. The first step is to balance supply with demand.” (Page 16)

Pertinent objectives cited in Chapter 2 – Land Use state the following:

3. Maintain the character of the county's existing population centers
4. Provide for appropriate residential, commercial, institutional, and industrial uses
5. Locate new development in or near existing population centers and within planned growth centers
6. Infill existing population centers without overwhelming their existing character
8. Regulate development to minimize consumption of land, while continuing the county's rural and coastal character
9. Minimize conflicts among land uses due to noise, smoke, dust, odors, lighting, and heavy traffic
10. Locate employment centers close to the potential labor force
15. Balance the supply of commercially zoned land with anticipated demand of year-round residents and seasonal visitors
16. Locate major commercial and all industrial development in areas having adequate arterial road access or near such roads

17. Discourage highway strip development to maintain roadway capacity, safety, and character
21. Promote mixed use development

(Pages 12, 13)

Additionally, in Chapter 2- Land Use, under the heading Commercial Land Supply, the Comprehensive Plan states:

“Based on industry standards for the relationship of commercial land to market size, an excessive amount of commercial zoning exists in Worcester County. Discounting half the vacant land in this category as unbuildable, the remaining land if developed would have the capacity to serve a population of over 2 million people; the county’s peak seasonal population is less than 25 percent of this number.”

“The area of greatest concern is the US 50 corridor. This vital transportation link has a seven-mile long ribbon of intense commercial zoning. As a first step, additional commercial zoning along US 50 should not be permitted. Use of downzoning or commercial transfer of development rights should be explored.” (Page 24)

In Chapter 3 – Natural Resources, the Comprehensive Plan addresses the importance of protecting the forested tidal wetlands that serve Herring Creek:

“As a striking background for land and water recreation, Worcester County’s forested tributaries and inland creeks are important assets... The large tidal tributaries associated with the coastal bays include the St. Martin River, Turville, and Herring Creeks in the upper bays and Trappe Creek in the lower bays.

“Healthy, vegetated waterway corridors form a basic part of the natural infrastructure--they provide clean water, flood protection, and recreation along with other benefits free of charge. Protecting such corridors ensures that these benefits are maintained.” (pages 38, 39)

Chapter 4 - Economy also includes objectives related to Commercial Services. They are as follows:

1. Locate commercial and service centers in major communities; existing towns should serve as commercial and service centers.
2. Provide for suitable locations for commercial centers able to meet the retailing and service needs of population centers.
4. Bring into balance the amount of zoned commercial locations, with the anticipated need with sufficient surplus to prevent undue land price escalation.
5. Locate commercial uses so they have arterial roadway access and are designed to be visually and functionally integrated into the community.

(Page 60)

In the same chapter, under the heading Commercial Facilities, the Comprehensive Plan states:

“Retailing is one of the largest employers in the county and is a significant contributor to the economy. Currently, designated commercial lands far outstrip the potential demand for such lands. When half of these lands are assumed to be undevelopable (wetlands and other constraints), the potential commercial uses can serve an additional population of over two million persons. The supply of commercial land should be brought more in line with potential demand. Otherwise, underutilized sites/facilities and unnecessary traffic congestion will result.” (Page 62)

In Chapter 7 – Transportation, the Comprehensive Plan states that “Worcester’s roadways experience morning and evening commuter peaks, however, they are dwarfed by summer resort traffic...Resort traffic causes the most noticeable congestion on US 50, US 113, US 13, MD 528, MD 589, MD 611, and MD 90.” (Page 79)

Also in Chapter 7, the Comprehensive Plan states:

“Commercial development will have a significant impact on future congestion levels. Commercial uses generate significant traffic, so planning for the proper amount, location and design will be critical to maintain road capacity. The current amount and location of commercially zoned land pose problems for the road system, particularly for US 50.”

“Commercial zoning on US 50 stretches from the Harry Kelly Bridge to Berlin. The Maryland Department of Transportation (MDOT) has indicated the existing commercial development has degraded existing levels of service to “D” and below in the summer season. US 50 is a critical link to the resorts and therefore maintaining its capacity is a necessary condition for the county’s economic future. For this reason, this road has [been] designated as “impacted” and commercial zoning along it should be reduced.” (Page 82)

In this same chapter, under the heading General Recommendations – Roadways, it states the following:

1. Acceptable Levels of Service—It is this plan’s policy that the minimal acceptable level of service for all roadways be LOS C. Developers shall be responsible for maintaining this standard.
3. Traffic studies--Developers should provide traffic studies to assess the effect of each major development on the LOS for nearby roadways.
4. Impacted Roads--Roads that regularly have LOS D or below during weekly peaks are considered “impacted.” Areas surrounding impacted roads should be planned for minimal development (infill existing lots). Plans and funding for improving such roads should be developed.

5. Impacted Intersections--Upgrade intersections that have fallen below a LOS C, for example, the intersection of US 13 and MD 756 Old Snow Hill Road, intersection of MD 589 and US 50.

(Page 87)

WATER AND WASTEWATER: According to the response memo from Robert J. Mitchell, Director of the Department of Environmental Programs (copy attached), the subject property has a designation of a Sewer Service Category of S-1 (Immediate to 2 years) in the Master Water and Sewerage Plan, and has an existing allocation of one sewer EDU from the West Ocean City Sanitary Service Area.

The County's Department of Public Works commented that West Ocean City sewer is available and an 8" gravity line extends to this property, but that no public water is currently available.

The primary soil types on the petitioned area according to the Worcester County Soil Survey are as follows:

RoA – Rosedale sandy loams, severe limitations to on-site wastewater disposal
 HbA – Hambrook sandy loams, severe limitations to on-site wastewater disposal
 Wddb – Woodstown sandy loam, severe limitations to on-site wastewater disposal

EMERGENCY SERVICES: Fire and ambulance service will be available from the Ocean City Volunteer Fire Company, with a substation on Keyser Point Road located less than one mile away. No comments were received from the fire company with regard to this review. Police protection will be available from the Maryland State Police Barracks in Berlin, approximately five miles away, and the Worcester County Sheriff's Office in Snow Hill, approximately twenty-one miles away. The Sheriff's Office responded that the rezoning would have no impact on their operations at this time, but future impacts will be based on the actual use of the property, and no comments were received from the Maryland State Police Barracks.

ROADWAYS AND TRANSPORTATION: The petitioned area fronts on Ocean Gateway, a State-owned and -maintained highway. The Comprehensive Plan lists US Route 50 as a multi-lane divided primary highway/ arterial highway. Dan Wilson, Assistant District Engineer – Traffic, for the Maryland Department of Transportation State Highway Administration (MDOT SHA) indicated in a phone conversation with the Planning Staff that a rezoning is a land use issue which is not under the jurisdiction of MDOT SHA. At such time in the future when development may be proposed for this property, MDOT SHA will analyze traffic impacts at that time based on the actual use and will require improvements to ensure safe ingress and egress.

SCHOOLS: The petitioned area is within Zone 2 of the Worcester County Public School Zones and is served by the following schools: Ocean City Elementary School, Berlin Intermediate School, Stephen Decatur Middle School, and Stephen Decatur High School. No comments were received from the Worcester County Board of Education (WCBOE).

CHESAPEAKE/ ATLANTIC COASTAL BAYS CRITICAL AREAS: Mr. Mitchell also notes in his memorandum that the petitioned area is located within the boundaries of the Atlantic

Coastal Bays Critical Area (ACBCA). He states that the parcel is designated as an Intensely Developed Area (IDA) and has an associated 100-foot buffer from the mean high water line of tidal waters, the edge of the bank of tributary streams, and the landward extent of tidal wetlands, and that any areas within the Buffer must be maintained in natural vegetation. Mr. Mitchell states that IDA's are areas where residential, commercial, institutional and/or industrial uses predominate and where relatively little natural habitat occurs or remains. He recommends that a field delineation of all environmental features including, but not limited to, buffers and tidal and non-tidal wetlands, be provided prior to any plan approvals being granted by the Natural Resources Division of the Department of Environmental Programs. The field delineation will assist in determining if future development will need to meet the requirements of the ACBCA that are in place at the time of construction.

Any rezoning application located wholly or partially within the Critical Area requires that notification be sent to the Critical Area Commission (CAC). Mr. Mitchell has attached the comments provided by M. Claudia Jones, Science Advisor with the CAC. Ms. Jones states that the CAC will not oppose the rezoning if the County makes a determination that the rezoning is granted based upon a finding that there is a mistake in the existing zoning.

FLOOD ZONE: The FIRM map (24047C0160H, effective July 16, 2015) indicates that the majority of this property, adjacent to U.S. 50, is located in Zone X (Area of Minimal Flooding) and a small area along Herring Creek is located in Zone X (0.2% Annual Chance of Flood, or the 500 year floodplain).

PRIORITY FUNDING AREA: The petitioned area is within a designated Priority Funding Area.

INCORPORATED TOWNS: This site is approximately 1.9 miles from the Ocean City town limits.

ADDITIONAL COMMENTS RECEIVED: N/A

!!**IMPORTANT**!!

THE PLANNING COMMISSION MUST MAKE FINDINGS OF FACT IN EACH SPECIFIC CASE, INCLUDING BUT NOT LIMITED TO THE FOLLOWING MATTERS:

1. What is the applicant's definition of the neighborhood in which the subject property is located? (Not applicable if request is based solely on a claim of mistake in existing zoning.)
2. Does the Planning Commission concur with the applicant's definition of the neighborhood? If not, how does the Planning Commission define the neighborhood?
3. Relating to population change.

4. Relating to availability of public facilities.
5. Relating to present and future transportation patterns.
6. Relating to compatibility with existing and proposed development and existing environmental conditions in the area, including having no adverse impact on waters included on the State's impaired waters list or having an established total maximum daily load requirement.
7. Relating to compatibility with the Comprehensive Plan.
8. Has there been a substantial change in the character of the neighborhood where the property is located since the last zoning of the property (November 3, 2009) or is there a mistake in the existing zoning of the property?
9. Would a change in zoning be more desirable in terms of the objectives of the Comprehensive Plan?

Worcester County Commissioners
Worcester County Government Center
One W. Market Street, Room 1103
Snow Hill, Maryland 21863

PLEASE TYPE
OR PRINT IN
INK

APPLICATION FOR AMENDMENT OF OFFICIAL ZONING MAP

(Office Use One - Please Do Not Write In This Space)

Rezoning Case No. 437

Date Received by Office of County Commissioners: _____

Date Received by Development, Review and Permitting: 5/26/2022

Date Reviewed by Planning Commission: 8/4/2022

I. Application

Proposals for amendment of the Official Zoning Maps may be made only by a governmental agency or by the property owner, contract purchaser, option holder, leasee, or their attorney or agent of the property to be directly affected by the proposed amendment. Check applicable status below:

- A. _____ Governmental Agency
- B. _____ Property Owner
- C. _____ Contract Purchaser
- D. _____ Option Holder
- E. _____ Leasee
- F. XXX Attorney for B (Insert A, B, C, D, or E)
- G. _____ Agent of _____ (Insert A, B, C, D, or E)

II. Legal Description of Property

- A. Tax Map/Zoning Map Number(s): 26
- B. Parcel Number(s): 83
- C. Lot Number(s), if applicable: _____
- D. Tax District Number: 10

III. Physical Description of Property

- A. Located on north side of Route 50 on Herring Creek.
- B. Consisting of a total of 4.5 acres of land.
- C. Other descriptive physical features or characteristics necessary to accurately locate the petitioned area:

D. Petitions for map amendments shall be accompanied by a plat drawn to scale showing property lines, the existing and proposed district boundaries and such other information as the Planning Commission may need in order to locate and plot the amendment on the Official Zoning Maps.

IV. Requested Change to Zoning Classification(s)

A. Existing zoning classification(s): R-2, Suburban Residential
(Name and Zoning District)

B. Acreage of zoning classification(s) in "A" above: 4.5

C. Requested zoning classification(s): C-2, General Commercial
(Name and Zoning District)

D. Acreage of zoning classification(s) in "C" above: ~~2.19~~ 2.25 Amended by Applicant at 8/4/22 PC meeting (see Hand plan dated 7/17/2022)

V. Reasons for Requested Change

The County Commissioners may grant a map amendment based upon a finding that there: (a) has been a substantial change in the character of the neighborhood where the property is located since the last zoning of the property, or (b) is a mistake in the existing zoning classification and that a change in zoning would be more desirable in terms of the objectives of the Comprehensive Plan.

A. Please list reasons or other information as to why the rezoning change is requested, including whether the request is based upon a claim of change in the character of the neighborhood or a mistake in existing zoning:


This rezoning is based upon a mistake and substantial change in the character of the neighborhood. A more detailed summary is attached.

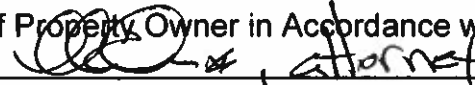
IV. Filing Information and Required Signatures

A. Every application shall contain the following information:

1. If the application is made by a person other than the property owner, the application shall be co-signed by the property owner or the property owner's attorney.

- 2. If the applicant is a corporation, the names and mailing addresses of the officers, directors and all stockholders owning more than 20 percent of the capital stock of the corporation.
- 3. If the applicant is a partnership, whether a general or limited partnership, the names and mailing addresses of all partners who own more than 20 percent of the interest of the partnership.
- 4. If the applicant is an individual, his/her name and mailing address.
- 5. If the applicant is a joint venture, unincorporated association, real estate investment trust or other business trust, the names and mailing addresses of all persons holding an interest of more than 20 percent in the joint venture, unincorporated association, real estate investment trust or other business trust.

B. Signature of Applicant in Accordance with VI.A. above.
 Signature: 
 Printed Name of Applicant: Hugh Cropper, IV, Attorney for Property Owner
 Mailing Address: 9927 Stephen Decatur Hwy., F-12, Ocean City, MD 21842 Phone Number: 410-213-2681
 E-Mail: hcropper@bbcmlaw.com
 Date: May 26 2022

C. Signature of Property Owner in Accordance with VI.A. above
 Signature: 
 Printed Name of Owner: Jeffrey D. Pruitt and Dawn P. Pruitt
 Mailing Address: 7317 Worcester Highway, Newark, MD 21841
 Phone Number: 443-523-2795
 E-Mail: jpruitt@3cpa.com
 Date: May 26 2022

(Please use additional pages and attach to application if more space is required.)

VII. General Information Relating to the Rezoning Process

- A. Applications shall only be accepted from January 1st to January 31st, May 1st to May 31st, and September 1st to September 30th of

any calendar year.

- B. Applications for map amendments shall be addressed to and filed with the Office of the County Commissioners. The required filing fee must accompany the application.
- C. Any officially filed amendment or other change shall first be referred by the County Commissioners to the Planning Commission for an investigation and recommendation. The Planning Commission may make such investigations as it deems appropriate or necessary and for the purpose may require the submission of pertinent information by any person concerned and may hold such public hearings as are appropriate in its judgment.

The Planning Commission shall formulate its recommendation on said amendment or change and shall submit its recommendation and pertinent supporting information to the County Commissioners within 90 days after the Planning Commission's decision of recommendation, unless an extension of time is granted by the County Commissioners.

After receiving the recommendation of the Planning Commission concerning any such amendment, and before adopting or denying same, the County Commissioners shall hold a public hearing in reference thereto in order that parties of interest and citizens shall have an opportunity to be heard. The County Commissioners shall give public notice of such hearing.

- D. Where the purpose and effect of the proposed amendment is to change the zoning classification of property, the County Commissioners shall make findings of fact in each specific case including but not limited to the following matters:

population change, availability of public facilities, present and future transportation patterns, compatibility with existing and proposed development and existing environmental conditions for the area, including no adverse impact on waters included on the State's Impaired Waters List or having an established total maximum daily load requirement, the recommendation of the Planning Commission, and compatibility with the County's Comprehensive Plan. The County Commissioners may grant the map amendment based upon a finding that (a) there a substantial change in the character of the neighborhood where the property is located since the last zoning of the property, or (b) there is a mistake in the existing zoning classification and that a change in zoning would be more desirable in terms of the objectives of the Comprehensive

Plan.

The fact that an application for a map amendment complies with all of the specific requirements and purposes set forth above shall not be deemed to create a presumption that the proposed reclassification and resulting development would in fact be compatible with the surrounding land uses and is not, in itself, sufficient to require the granting of the application.

- E. No application for map amendment shall be accepted for filing by the office of the County Commissioners if the application is for the reclassification of the whole or any part of the land for which the County Commissioners have denied reclassification within the previous 12 months as measured from the date of the County Commissioners' vote of denial. However, the County Commissioners may grant reasonable continuance for good cause or may allow the applicant to withdraw an application for map amendment at any time, provided that if the request for withdrawal is made after publication of the notice of public hearing, no application for reclassification of all or any part of the land which is the subject of the application shall be allowed within 12 months following the date of such withdrawal, unless the County Commissioners specify by formal resolution that the time limitation shall not apply.

ATTACHMENT IN SUPPORT OF REZONING APPLICATION

The subject property is located with direct frontage on U.S. Route 50, and designated as Parcel 83 on the attached map. The entire road frontage along Route 50, from Herring Creek east, is zoned C-2, General Commercial District, with the exception of the subject property, and the townhouses at Ocean City Fishing Center at the foot of the Route 50 Bridge. Every property, on both sides of Route 50, is otherwise commercial.

This property is in a Commercial Corridor as designated by the Land Use Map attached to the Comprehensive Plan. The Land Use Plan designates the entire Route 50 frontage in West Ocean City as a Commercial Corridor. This Commercial Corridor is also described in the written Comprehensive Plan.

The Mystic Harbour Wastewater Treatment Facility was expanded to accommodate additional commercial growth along the Route 50 Corridor, as outlined in the Comprehensive Plan, and as designated on the Land Use Map associated with the Comprehensive Plan. In summary, the Commercial Corridor east of the Herring Creek Bridge on U.S. Route 50 is a recognized commercial area in Worcester County.

The property is in the West Ocean City Sanitary Service Area, and it is eligible for public sewer. It is in the Atlantic Coastal Bays Critical Area, but designated Intensely Developed Area, or IDA. A recent environmental conditions site assessment demonstrated no non-tidal wetlands on the site. As such, it is particularly suited for commercial development.

It was a mistake to zone the property R-2, Suburban Residential District,

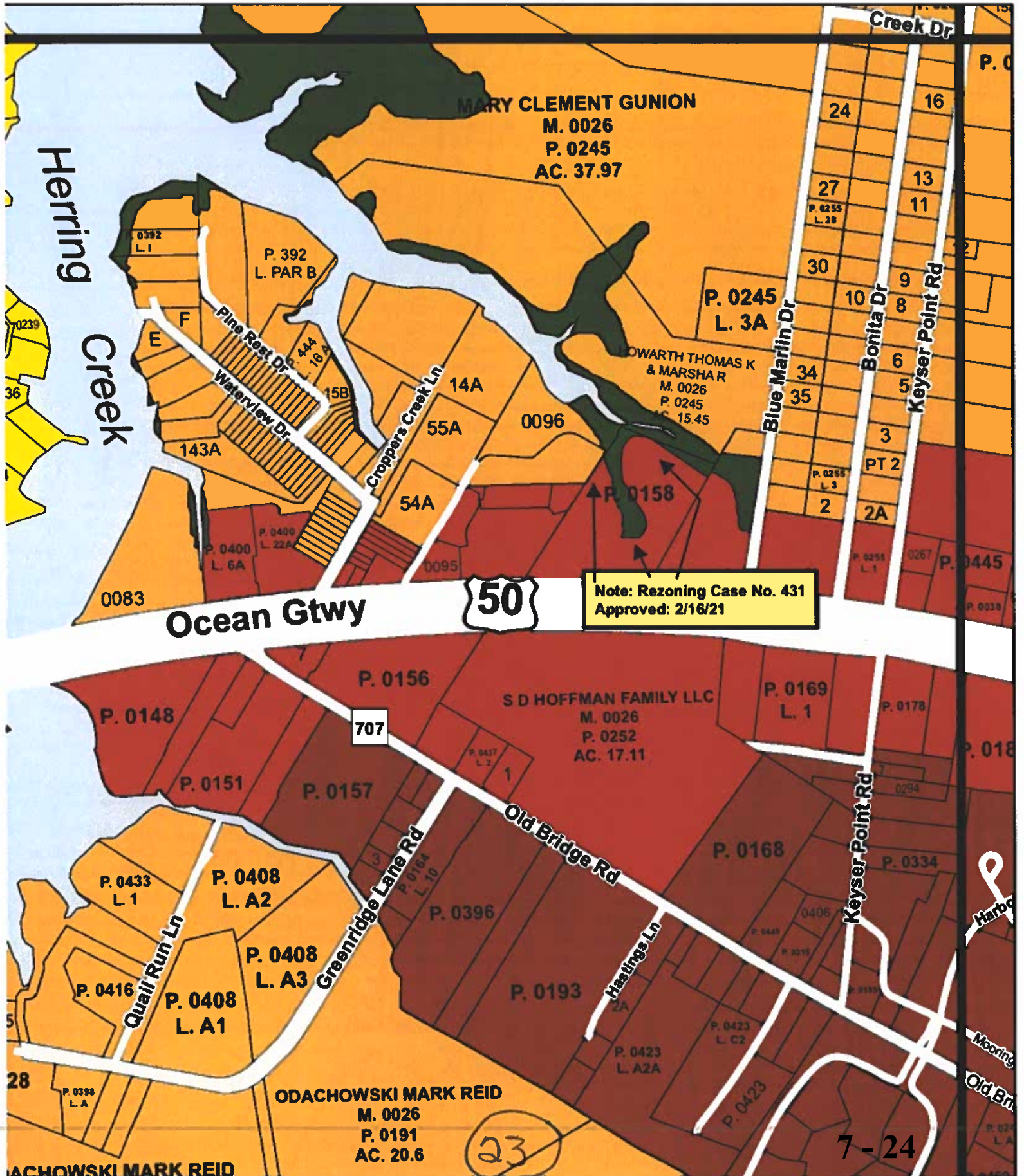
in the November 3, 2009 Comprehensive Rezoning. The frontage of this property should have been zoned C-2, General Commercial District.

There have also been substantial changes to the character of the neighborhood, which will be described at the hearing.

Respectfully submitted,

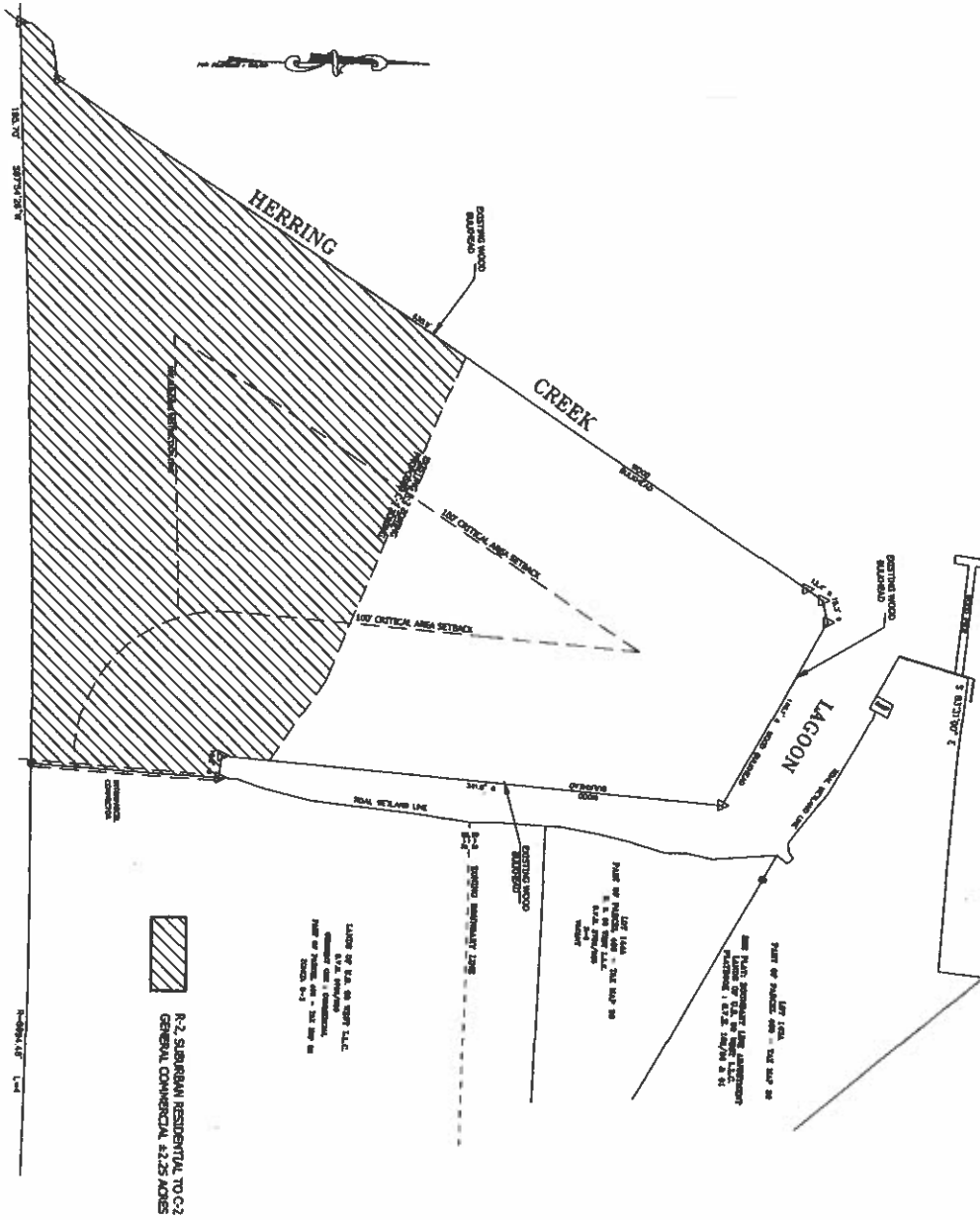


Hugh Cropper IV
Attorney for Jeffrey D. Pruitt and
Dawn M. Pruitt, Owners



THE INFORMATION CONTAINED ON THIS PLAN, MAP OR INSTRUMENT IS PROVIDED FOR THE CONVEYANCE OF AN INTEREST IN REAL PROPERTY AND IS SUBJECT TO THE SUPERVISED REVIEW AND APPROVAL OF THE STATE BOARD OF PROFESSIONAL ENGINEERS, ARCHITECTS, LANDSCAPE ARCHITECTS, SURVEYORS, PLANNERS, ENGINEERS, AND DESIGNERS.

U.S. ROUTE 50
 200' R.O.W.
 PLAT NO. 048280



R-2 SUBURBAN RESIDENTIAL TO C-2
 GENERAL COMMERCIAL 2.25 ACRES

LAND OF U.S. OR NEAR I.L.C.
 (OWNER'S NAME)
 PART OF PARCEL 200 - THE MAP NO.
 048280-1-1

LAND OF U.S. OR NEAR I.L.C.
 (OWNER'S NAME)
 PART OF PARCEL 200 - THE MAP NO.
 048280-1-1

LAND OF U.S. OR NEAR I.L.C.
 (OWNER'S NAME)
 PART OF PARCEL 200 - THE MAP NO.
 048280-1-1

LAND OF U.S. OR NEAR I.L.C.
 (OWNER'S NAME)
 PART OF PARCEL 200 - THE MAP NO.
 048280-1-1

SITE DATA

PARCEL DESCRIPTION

TAX MAP 26, PARCEL 83
 WEST OCEAN CITY
 WORCESTER COUNTY, MARYLAND

ZONING / CRITICAL AREA

R-2, SUBURBAN RESIDENTIAL
 DEVELOPED OUTSIDE AREA

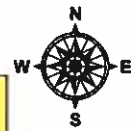
SITE AREA

4.179 ACRES

24

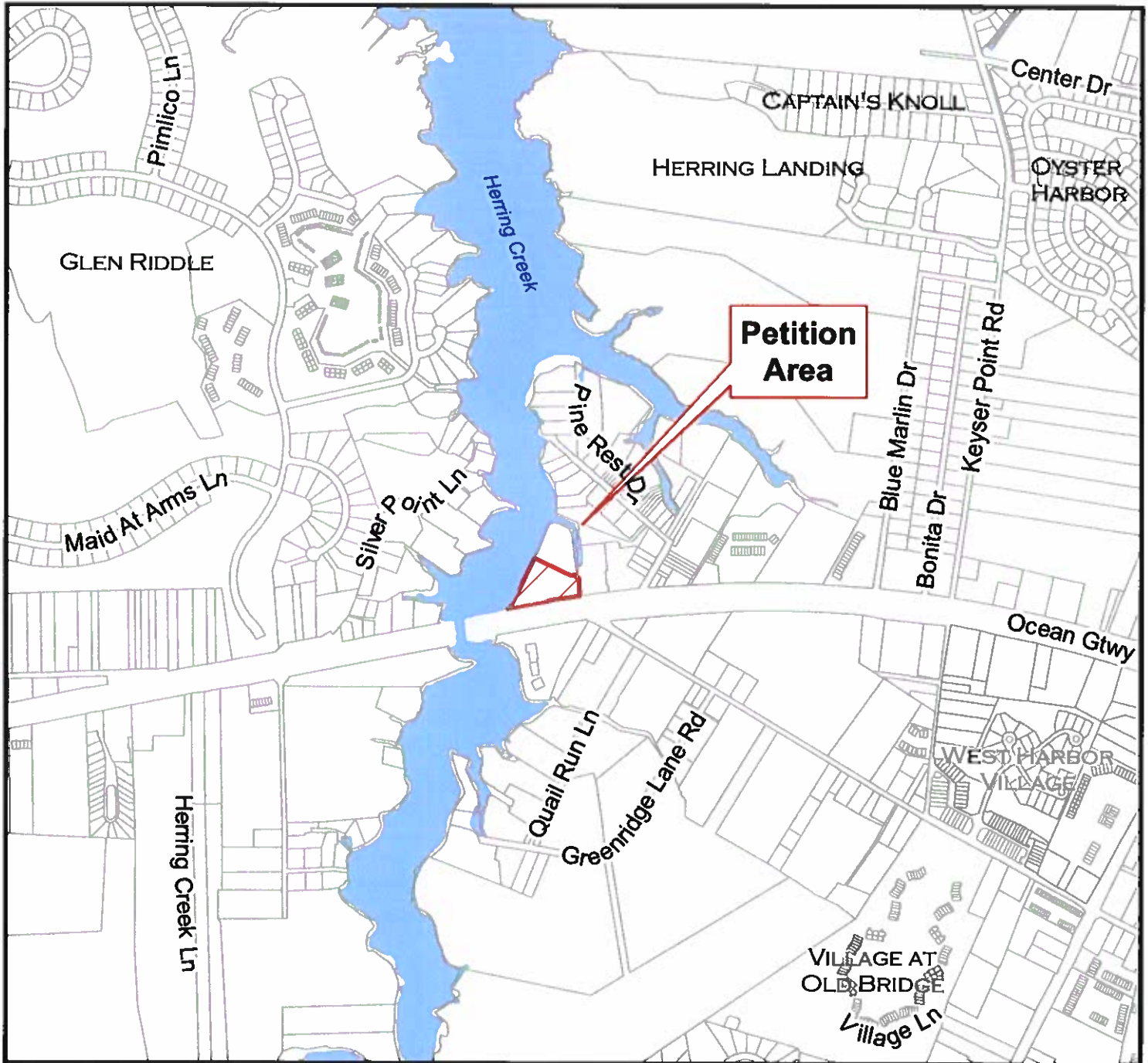


WORCESTER COUNTY, MARYLAND

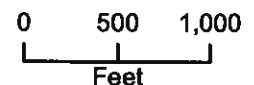


REZONING CASE NO. 437
R-2 Suburban Residential District to C-2 General Commercial District
Tax Map: 26, Parcel 83

LOCATION MAP



DEPARTMENT OF DEVELOPMENT REVIEW AND PERMITTING
Technical Services Division - Prepared June 2022

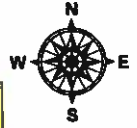


Source: Worcester County GIS Data Layers
This map is intended to be used for illustrative purposes only and is not to be used for regulatory action.

Drawn By: KLH Reviewed By: GP



WORCESTER COUNTY, MARYLAND



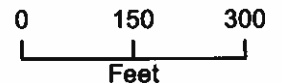
REZONING CASE NO. 437
R-2 Suburban Residential District to C-2 General Commercial District
Tax Map: 26, Parcel 83

AERIAL MAP



Petition Area

DEPARTMENT OF DEVELOPMENT REVIEW AND PERMITTING
Technical Services Division - Prepared June 2022



Source: Worcester County GIS Data Layers, 2019 Aerial Imagery
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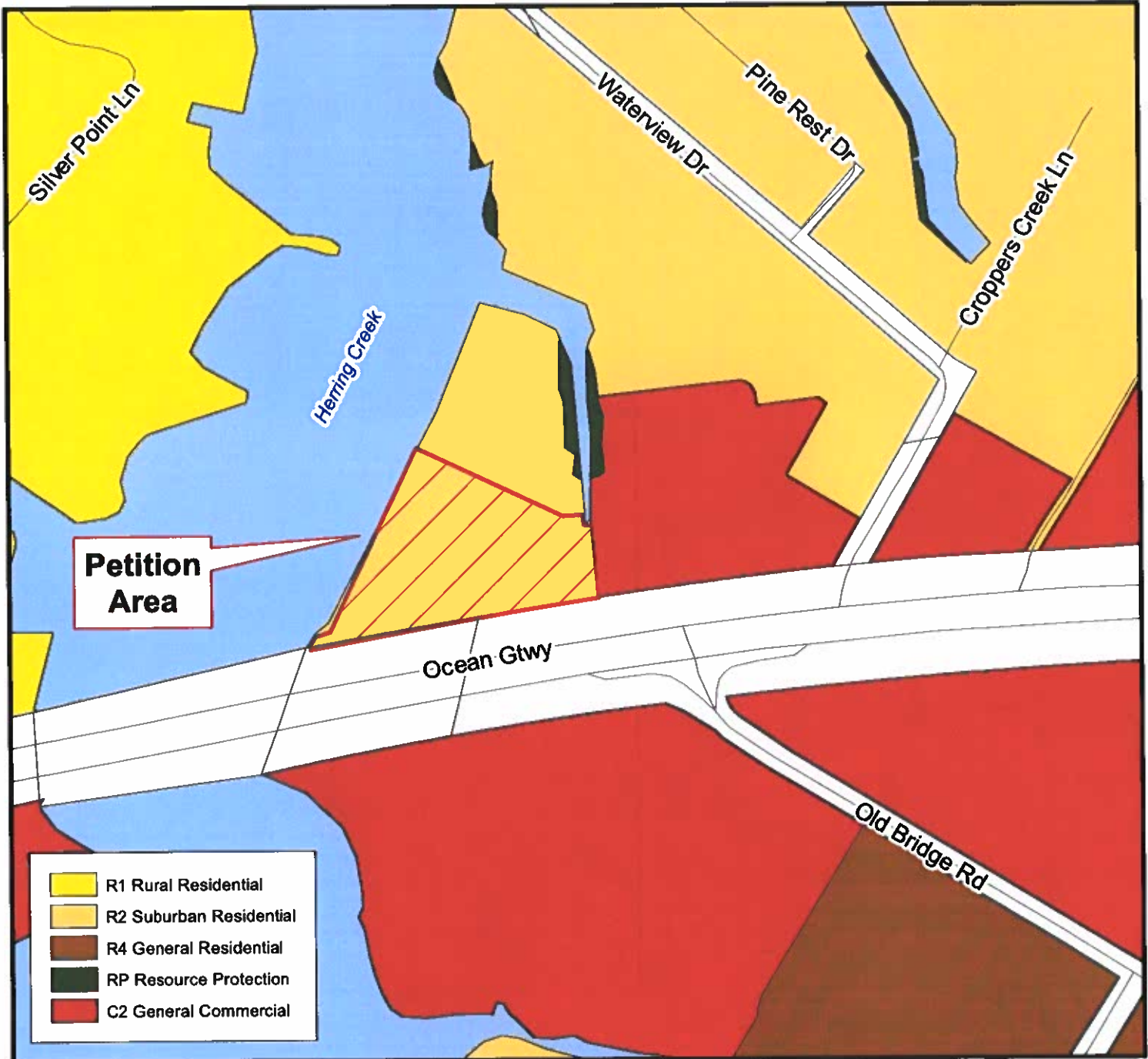


WORCESTER COUNTY, MARYLAND

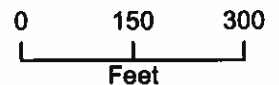


REZONING CASE NO. 437
R-2 Suburban Residential District to C-2 General Commercial District
Tax Map: 26, Parcel 83

ZONING MAP



DEPARTMENT OF DEVELOPMENT REVIEW AND PERMITTING
Technical Services Division - Prepared June 2022



Source: Worcester County GIS Data Layers, 2009 Official Zoning Map
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Drawn By: KLH Reviewed By: GP

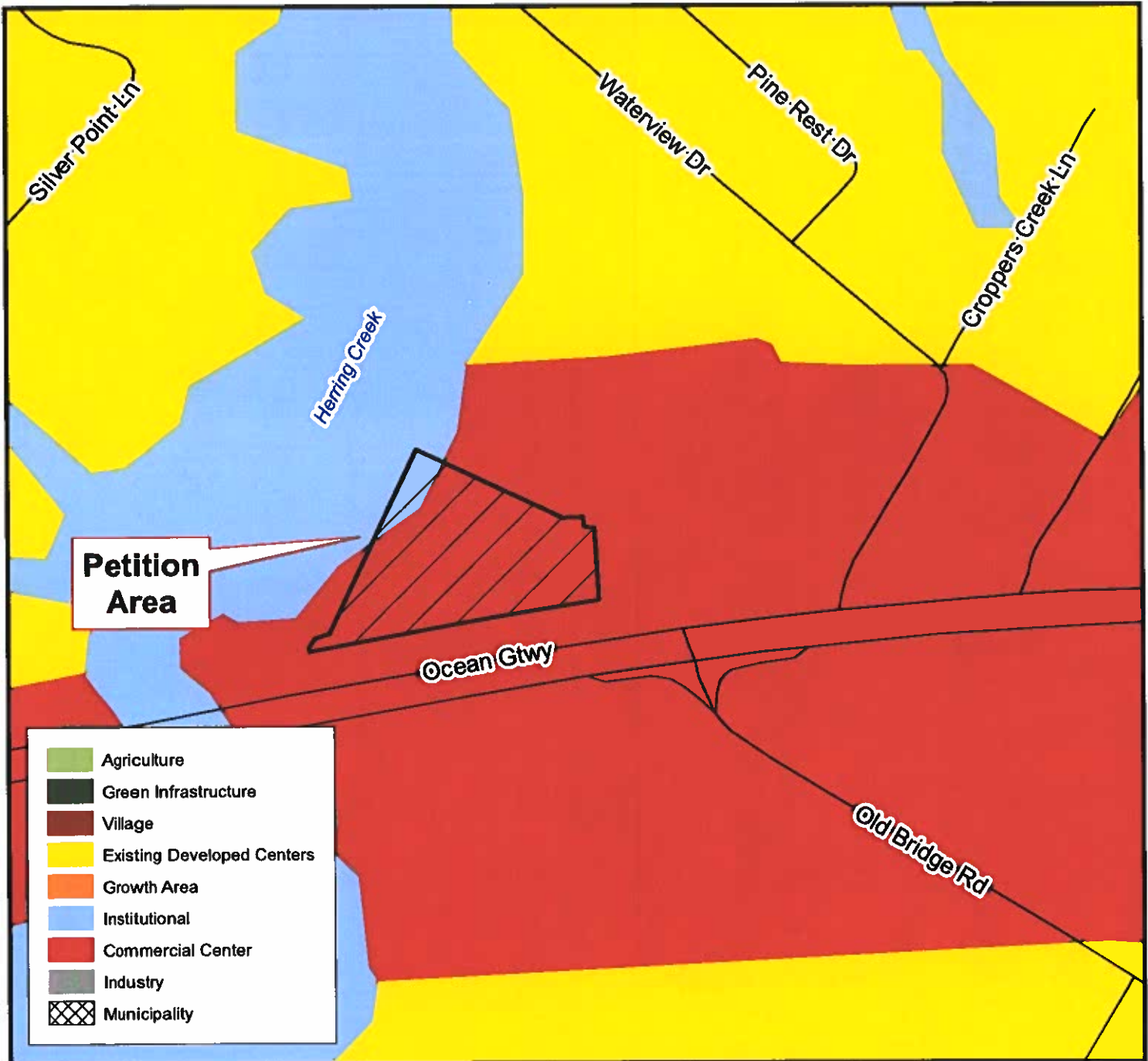


WORCESTER COUNTY, MARYLAND

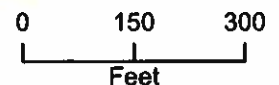


REZONING CASE NO. 437
R-2 Suburban Residential District to C-2 General Commercial District
Tax Map: 26, Parcel 83

LAND USE MAP



DEPARTMENT OF DEVELOPMENT REVIEW AND PERMITTING
Technical Services Division - Prepared June 2022

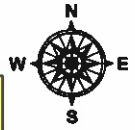


Source: Worcester County GIS Data Layers, 2006 Official Land Use Map
This map is intended to be used for illustrative purposes only and is not to be used for regulatory action.

Drawn By: KLH Reviewed By: GP

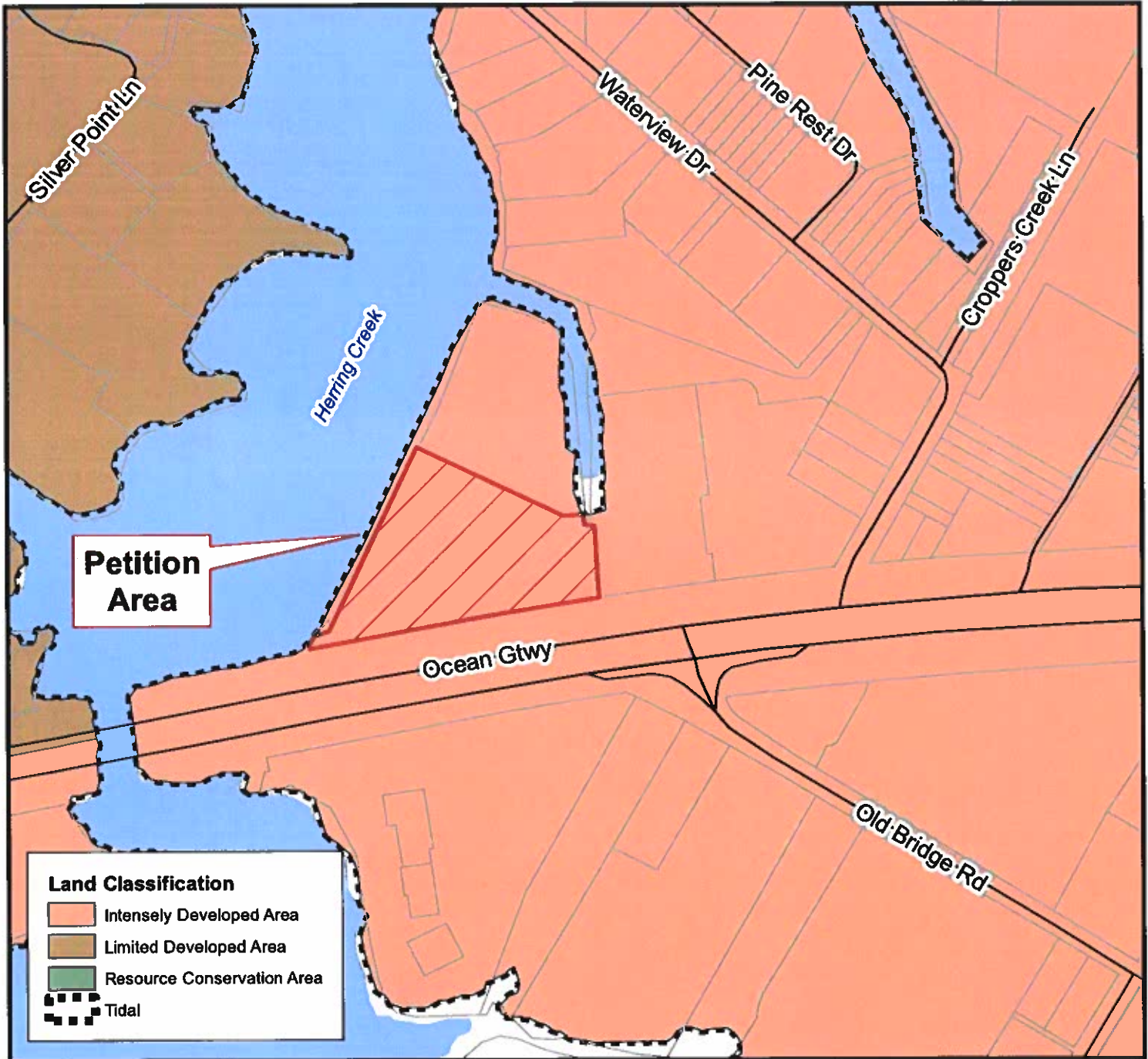


WORCESTER COUNTY, MARYLAND

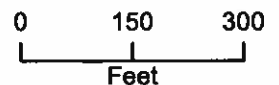


REZONING CASE NO. 437
R-2 Suburban Residential District to C-2 General Commercial District
Tax Map: 26, Parcel 83

CRITICAL AREA MAP



DEPARTMENT OF DEVELOPMENT REVIEW AND PERMITTING
Technical Services Division - Prepared June 2022



Source: Worcester County GIS Data Layers, Maryland Coastal Bay - Critical Area Plan
This map is intended to be used for illustrative purposes only and is not to be used for regulatory action.

Drawn By: KLH Reviewed By: GP

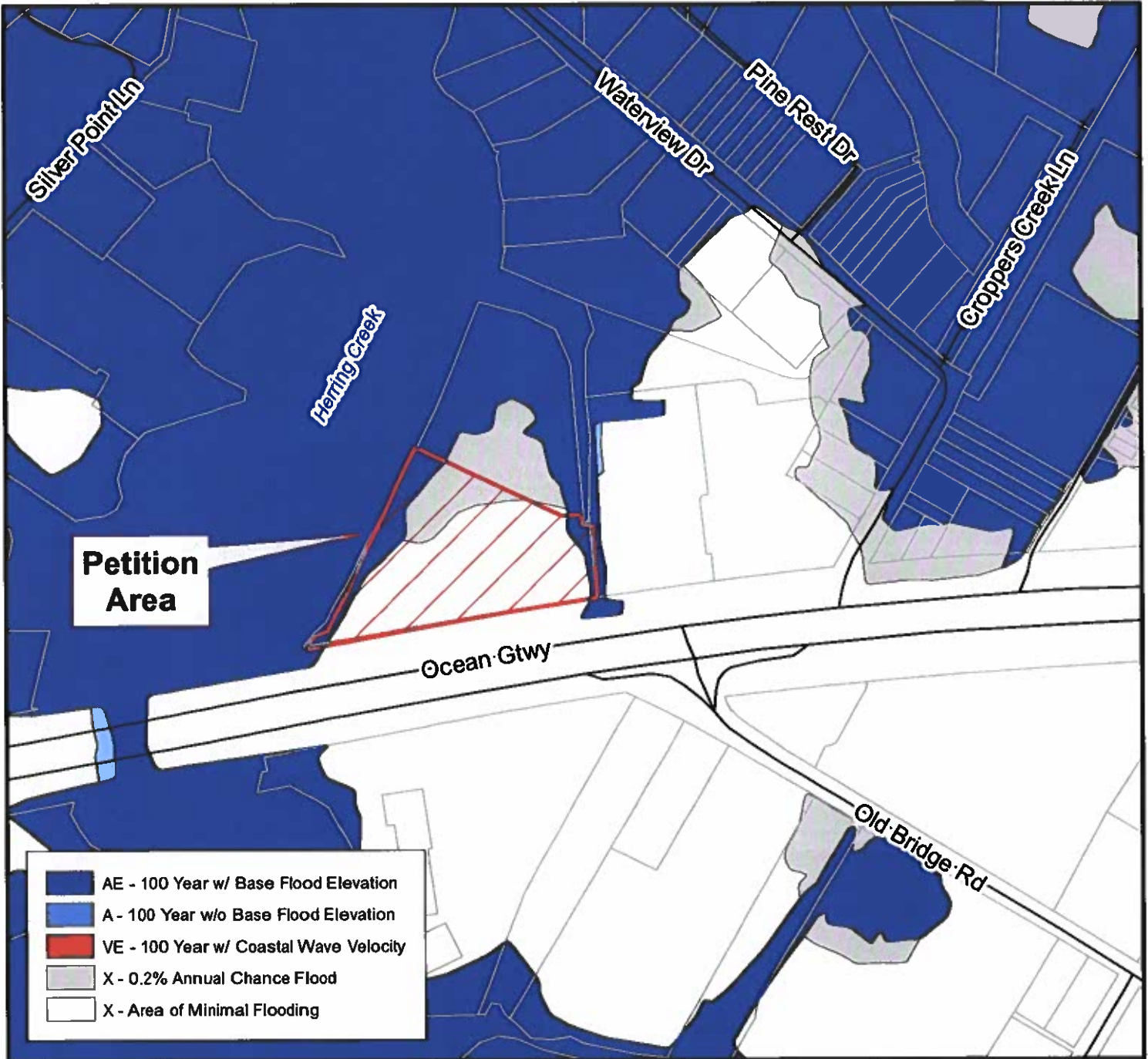


WORCESTER COUNTY, MARYLAND

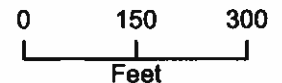


REZONING CASE NO. 437
R-2 Suburban Residential District to C-2 General Commercial District
Tax Map: 26, Parcel 83

FLOODPLAIN MAP



DEPARTMENT OF DEVELOPMENT REVIEW AND PERMITTING
 Technical Services Division - Prepared June 2022



Source: Worcester County GIS Data Layers, 2015 FEMA Flood Rate Map
 This map is intended to be used for illustrative purposes only and is not to be used for regulatory action.

Drawn By: KLH Reviewed By: GP

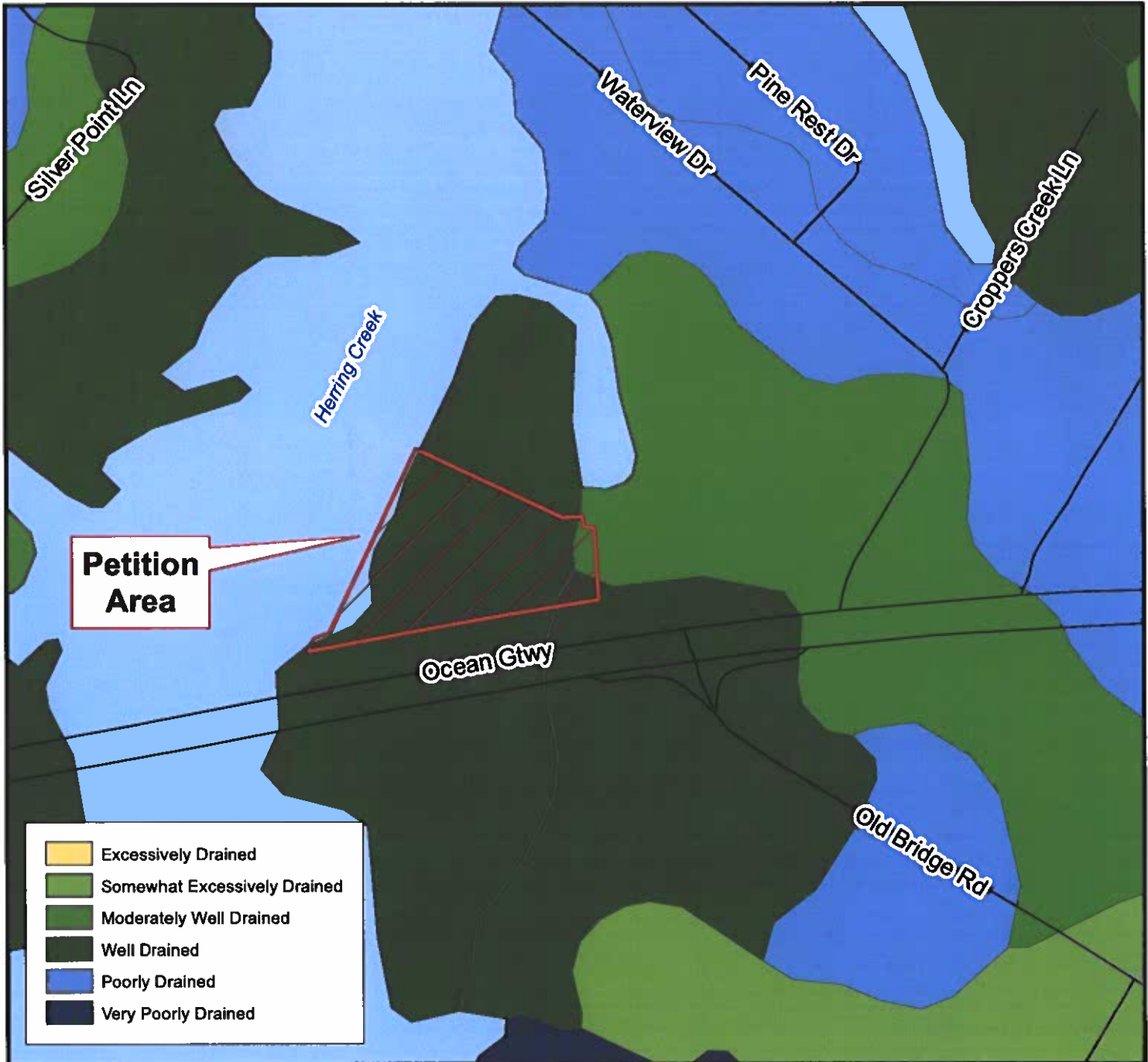


WORCESTER COUNTY, MARYLAND

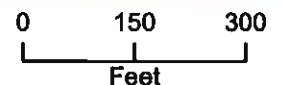


REZONING CASE NO. 437
R-2 Suburban Residential District to C-2 General Commercial District
Tax Map: 26, Parcel 83

SOILS MAP



DEPARTMENT OF DEVELOPMENT REVIEW AND PERMITTING
Technical Services Division - Prepared June 2022



Source: Worcester County GIS Data Layers, 2007 Soil Survey
 This map is intended to be used for illustrative purposes only and is not to be used for regulatory action.

Drawn By: KLH Reviewed By: GP

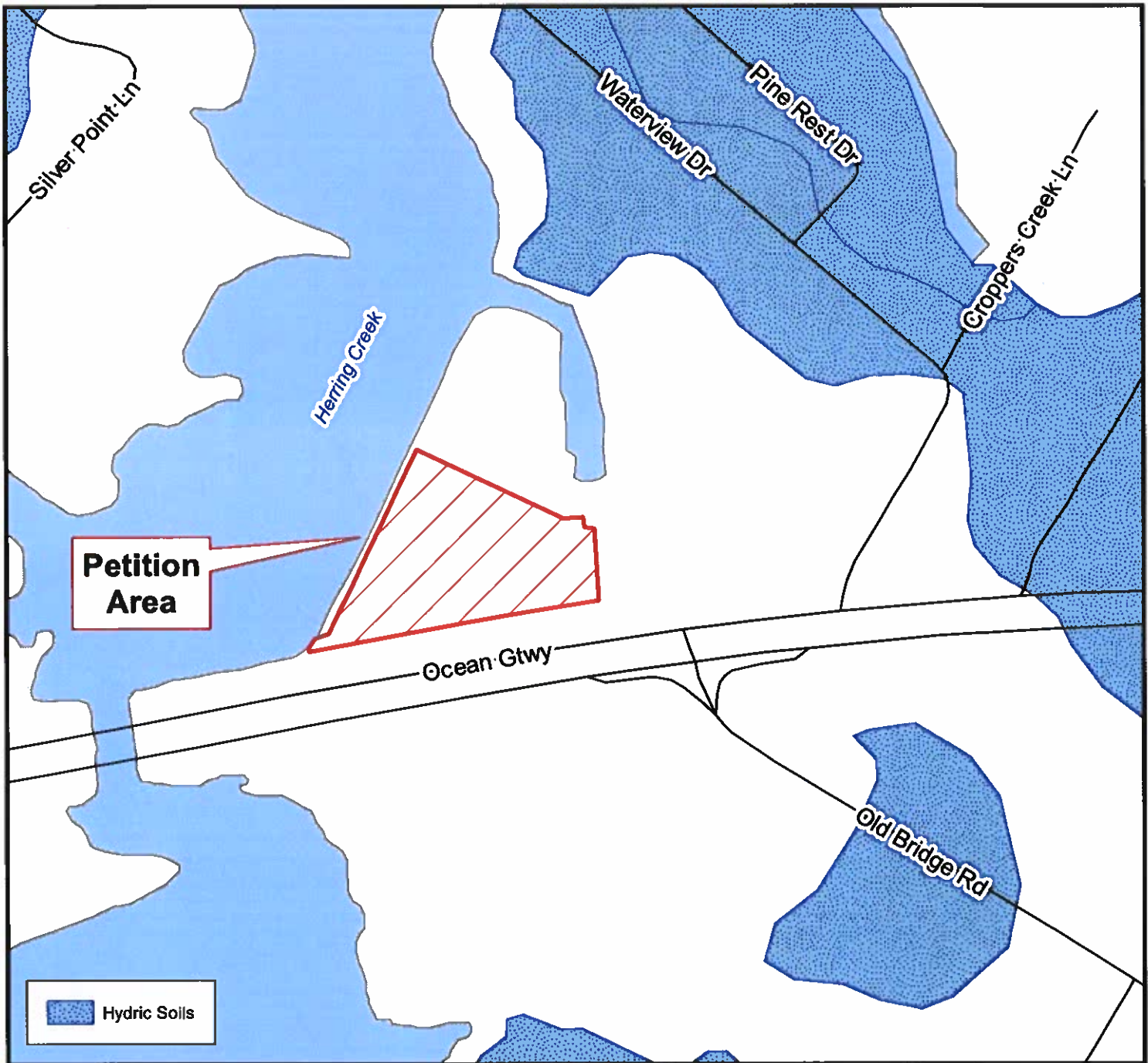


WORCESTER COUNTY, MARYLAND

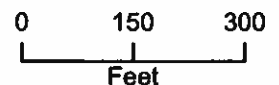


REZONING CASE NO. 437
R-2 Suburban Residential District to C-2 General Commercial District
Tax Map: 26, Parcel 83

HYDRIC SOILS MAP



DEPARTMENT OF DEVELOPMENT REVIEW AND PERMITTING
Technical Services Division - Prepared June 2022



Source: Worcester County GIS Data Layers, 2007 Soil Survey

Drawn By: KLH Reviewed By: GP

This map is intended to be used for illustrative purposes only and is not to be used for regulatory action.



Worcester County Department of Environmental Programs
 Worcester County Government Center, 1 West Market Street, Rm 1306 | Snow Hill MD 21863
 Tel: (410) 632-1220 | Fax: (410) 632-2012

Memorandum

To: Gary Pusey, Deputy Director, DDRP

From: Robert J. Mitchell, LEHS, REHS/RS
 Director, Environmental Programs

A handwritten signature in blue ink, appearing to be "RM", is written over the name of the sender.

Subject: **EP Staff Comments on Rezoning Case No. 437**
 Worcester County Tax Map 26, Parcel 83
 Reclassify approximately 2.19 acres out of a parcel of 4.5 acres
 From RP Resource Protection District to R-21 to C-2 Estate District

Date: 7/15/22

This response to your request for comments is prepared for the map amendment application associated with the above referenced property. The Worcester County *Zoning and Subdivision Control Article*, Section ZS1-113(c)(3), states that the applicant must affirmatively demonstrate that there has been a substantial change in the character of the neighborhood since the last zoning of the property or that a mistake has been made in the existing zoning classification. The application argues that a mistake was made since the last Comprehensive Rezoning that was approved by the County Commissioners on November 3, 2009. The Code requires that the Commissioners find that the proposed "change in zoning" would be more desirable in terms of the objectives of the *Comprehensive Plan*.

The Department of Environmental Programs has the following comments:

1. This property has a Commercial Center land use designation in the Land Use Map in the Worcester County Comprehensive Plan (*Comprehensive Plan*), as do properties to the east and south. Residential properties to the north of the subject parcel carry an Existing Developed land use designation. The property is bordered by Herring Creek to the west.
2. The existing property is not connected to public sewer and/or water at this time and is unimproved. The subject property has a designation for a Sewer Service Planning Category of S-1/(Immediate to two years) in the *Master Water and Sewerage Plan*. It has an existing allocation of one (1) sewer EDU from the West Ocean City Sanitary Service Area.
3. This proposed rezoning is located within the Atlantic Coastal Bays Critical Area (ACBCA). The parcel is designated as an Intensely Developed Area (IDA) and has an associated 100 ft Buffer from the mean high water line of tidal waters, the edge of bank of tributary streams, and the landward extent of tidal wetlands. Any areas within the Buffer shall be maintained in natural vegetation. IDAs are areas where residential, commercial, institutional, and/or industrial uses predominate and where relatively little natural habitat occurs or remains.
4. It should be noted that disturbance within the 100 ft buffer cannot be authorized unless approval is granted by the Board of Zoning Appeals (BZA).
5. A field delineation of all environmental features, including, but not limited to, buffers, non-tidal wetlands, and tidal wetlands, will be required prior to our NR division being able to provide any plan approvals. This

ITEM 7

will assist in determining if future development will need to meet the requirements of the ACBCA that are in place at the time of construction.

6. All re-zonings located wholly or partially within the Critical Area require notification to the Critical Area Commission for comment and those comments are attached.

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

Attachment



Larry Hogan
Governor

Boyd K. Rutherford
Lt. Governor

Charles C. Deegan
Chairman

Katherine Charbonneau
Executive Director

**STATE OF MARYLAND
CRITICAL AREA COMMISSION
CHESAPEAKE AND ATLANTIC COASTAL BAYS**
1804 West Street, Suite 100, Annapolis, Maryland 21401
(410) 260-3460 Fax: (410) 974-5338
dnr.maryland.gov/criticalarea/

June 29, 2022

Ms. Jenelle Gerthoffer
Natural Resources Administrator
Worcester County Department of Environmental Programs
One West Market Street – Room 1306
Snow Hill, Maryland 21863

Re: Rezoning Application – Pruitt
12301 Ocean Gateway, Ocean City
Tax Map 26 Parcel 83

Dear Ms. Gerthoffer:

Thank you for forwarding the above referenced application for review and comment. The applicant is seeking to reclassify approximately 2.19 acres of a 4.5-acre parcel from R-2 Suburban Residential to C-2 General Commercial on the basis that the portion of the property along Rt. 50 should have originally been zoned as General Commercial District. The entirety of the property is in an Intensely Developed Area (IDA).

Provided that the County can determine that the rezoning request meets the requirements for reclassification on the basis of a mistake, we do not oppose this request. The C-2 zone is consistent with permitted uses in the IDA.

Thank you for the opportunity to comment. Please contact me if you have any questions or concerns at (410) 260-3482 or via email at claudia.jones@maryland.gov.

Sincerely,

M. Claudia Jones
Science Advisor

WC 226-22



DEPARTMENT OF
DEVELOPMENT REVIEW AND PERMITTING

Worcester County

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

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

ZONING DIVISION
BUILDING DIVISION
DATA RESEARCH DIVISION

ADMINISTRATIVE DIVISION
CUSTOMER SERVICE DIVISION
TECHNICAL SERVICES DIVISION

MEMO

TO: Robert Mitchell, Director, Worcester County Environmental Programs
Billy Birch, Director, Worcester County Emergency Services
Matthew Crisafulli, Sheriff, Worcester County Sheriff's Office
Dallas Baker, P.E., Director, Worcester County Public Works Department
Chris Classing, P.E., Deputy Director, Worcester County Public Works Department
Kevin Lynch, Roads Superintendent, Worcester County Public Works Department
Matt Owens, Fire Marshal, Worcester County Fire Marshal's Office
Melanie Pursel, Director of Tourism & Economic Development
Louis H. Taylor, Superintendent, Worcester County Board of Education
James Meredith, District Engineer, Maryland State Highway Administration
Lt. Earl W. Starner, Commander, Barracks V, Maryland State Police
Rebecca L. Jones, Health Officer, Worcester County Health Department
Luke Marcek, Project Manager, Maryland Forest Service
Nelson D. Brice, District Conservationist, Worcester County Natural Resources Conservation Service
Richie Bowers, Fire Chief, Ocean City Volunteer Fire Department

FROM: Gary Pusey, Deputy Director GP

DATE: June 15, 2022

RE: Rezoning Case No. 437 – Jeffery and Dawn Pruitt, Property Owners and Hugh Cropper, IV, Attorney - North Side of U.S. Rte. 50, adjacent to Herring Creek

The Worcester County Planning Commission is tentatively scheduled to review the above referenced rezoning application on August 4, 2022. This application seeks to rezone approximately 2.19 acres of a larger 4.5 acre parcel on U.S. Rte. 50 adjacent to Herring Creek, shown on Tax Map 26, Parcel 83, from R-2 Suburban Residential District to C-2 General Commercial District. The portion proposed for rezoning is the front part of the property, adjacent to U.S. Rte. 50. Uses allowed in the C-2 District

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include, but are not limited to, motels/hotels, retail and service establishments, contractor shops, wholesale establishments, warehousing, storage, vehicle sales and service establishments, outdoor commercial recreational establishments, etc.

For your reference I have attached a copy of the rezoning application and location and zoning maps showing the property petitioned for rezoning.

The Planning Commission would appreciate any comments you or your designee might offer with regard to the effect that this application and potential subsequent development of the site may have on plans, facilities, or services for which your agency is responsible by JULY 18, 2022. Your response is requested even if you determine that the proposed rezoning will have no effect on your agency, that the application is compatible with your agency's plans, that your agency has or will have adequate facilities and resources to serve the proposed rezoning and its subsequent land uses. ***If no comments are received, we will document such and assume that you have no objection to the Planning Commission stating this information in its report to the Worcester County Commissioners.***

If you have any questions or require further information, please do not hesitate to call this office or email me at gpusey@co.worcester.md.us. On behalf of the Planning Commission, thank you for your attention to this matter.

Attachments

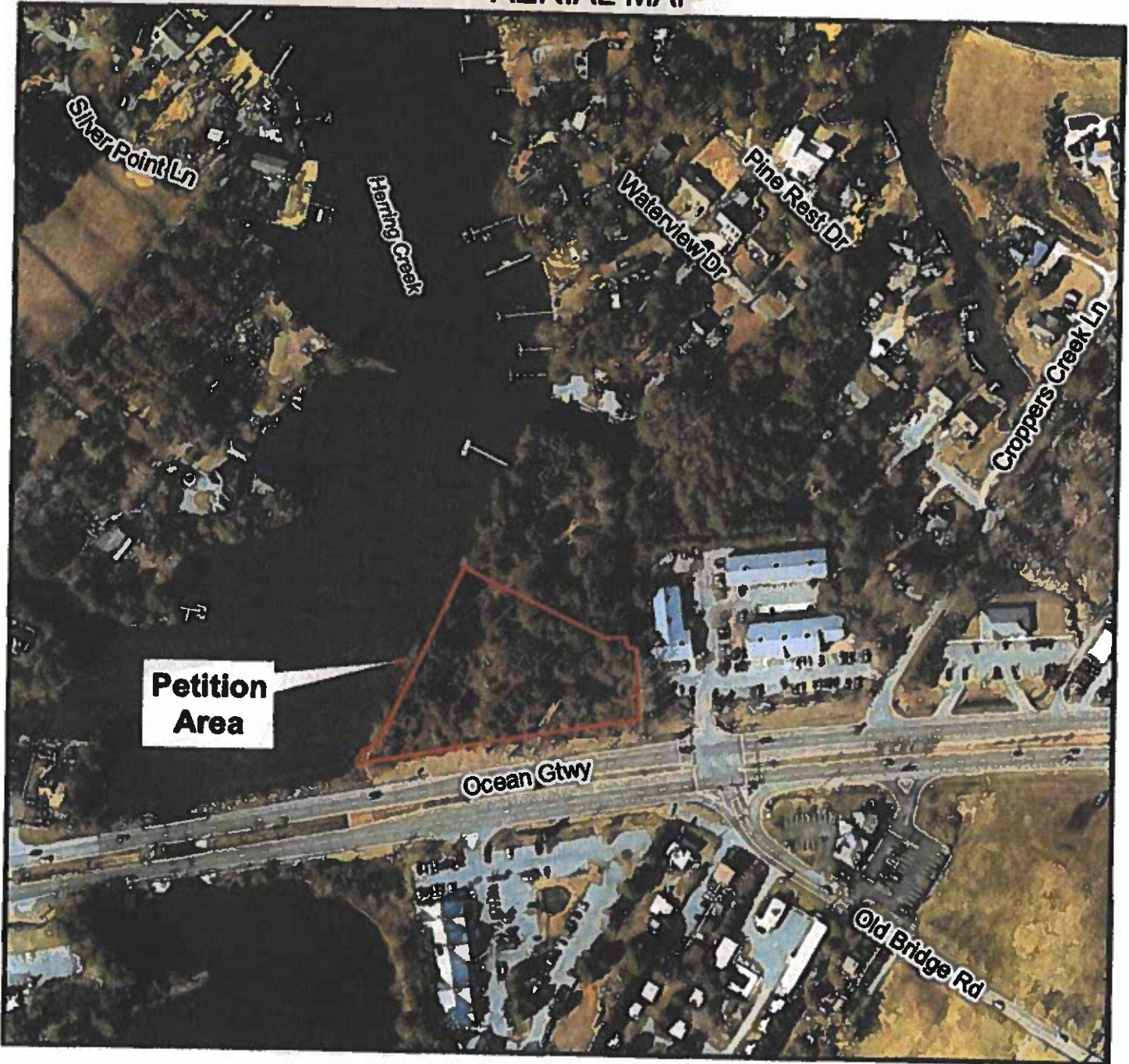


WORCESTER COUNTY, MARYLAND



REZONING CASE NO. 437
R-2 Suburban Residential District to C-2 General Commercial District
Tax Map: 26, Parcel 83

AERIAL MAP



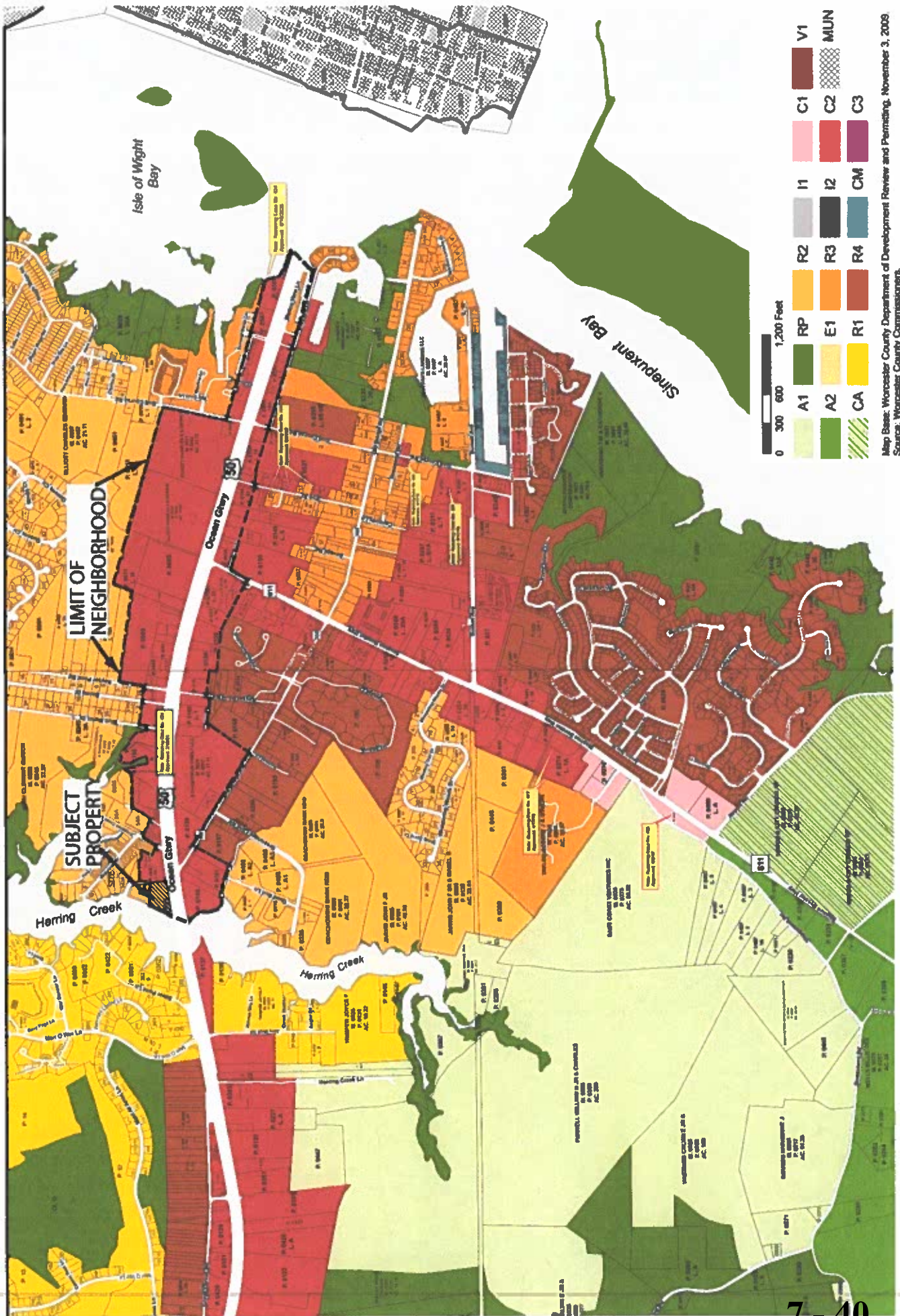
DEPARTMENT OF DEVELOPMENT REVIEW AND PERMITTING
Technical Services Division - Prepared June 2022



Source: Worcester County GIS Data Layers, 2019 Aerial Imagery
This map is intended to be used for illustrative purposes only and is not to be used for regulatory action.

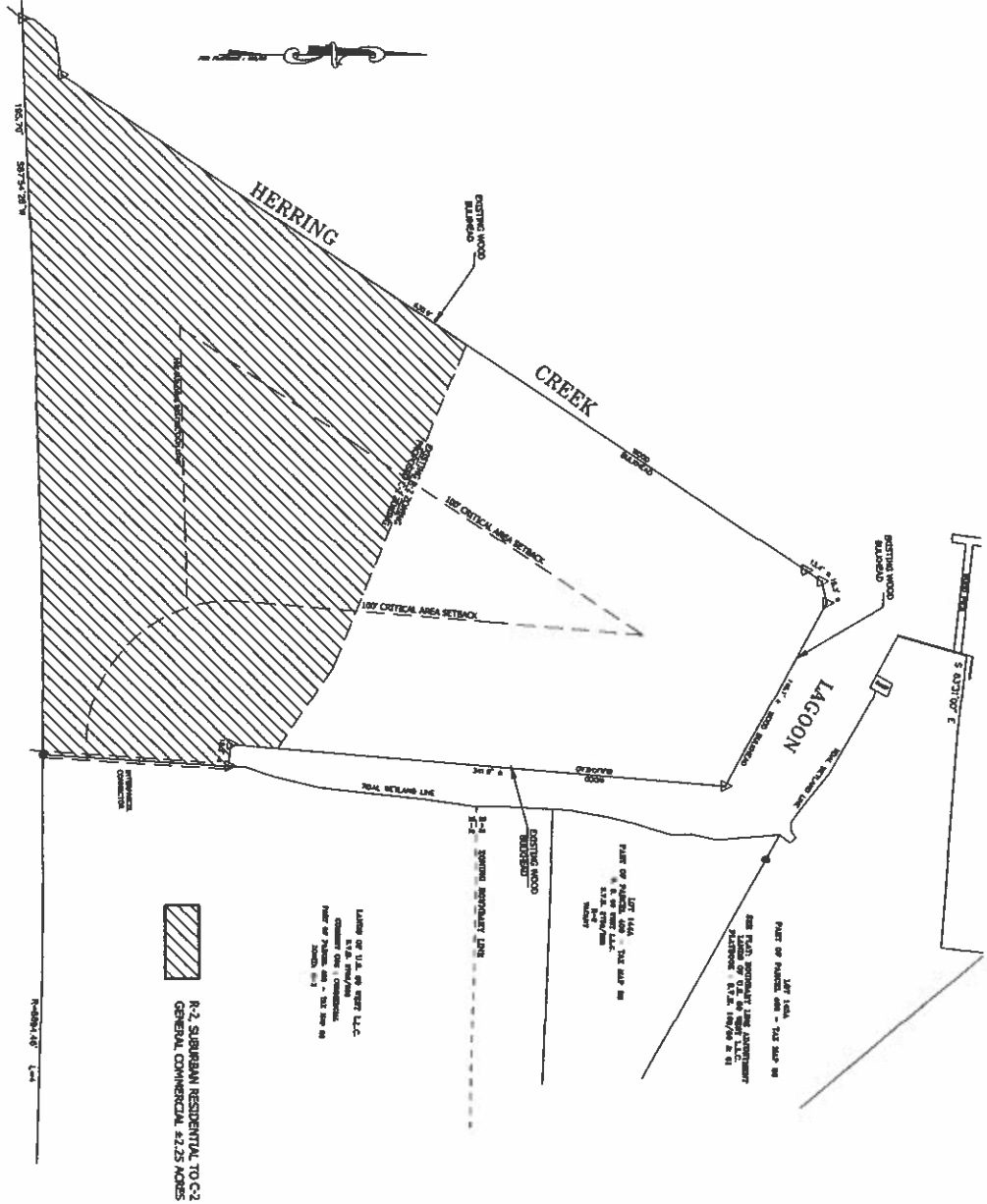
Drawn By: KLH Reviewed By: GP

ITEM 7



THE INFORMATION CONTAINED ON THESE PLANS, PLATS OR OTHER DOCUMENTS IS PROVIDED FOR THE EXCLUSIVE USE OF THE CLIENT NAMED HEREIN, AND IS SUBJECT TO THE CLIENT AND/OR WORK PRODUCT PRIVACY, ANY AMENDMENTS, CORRECTIONS OR DISTRIBUTION, SOLUTIONS COMPUTER GENERATED MEASUREMENTS, COPYING OR DISTRIBUTION IS STRICTLY PROHIBITED UNLESS AUTHORIZED IN WRITING BY RD. HAND AND ASSOCIATES, INC.

U.S. ROUTE 50
 500' R.O.W.
 PLAT NO. 54850



R-2, SUBURBAN RESIDENTIAL TO C-2
 GENERAL COMMERCIAL 2.25 ACRES

LAND OF U.S. 99 ACRES L.L.C.
 5714 FRYLAND
 COUNTY OF W. MARYLAND
 PART OF PARCEL 89
 TAX MAP 26

PART OF PARCEL 88 - 725 ACRES
 5714 FRYLAND
 COUNTY OF W. MARYLAND
 PART OF PARCEL 89

PART OF PARCEL 88 - 725 ACRES
 5714 FRYLAND
 COUNTY OF W. MARYLAND
 PART OF PARCEL 89

SITE DATA

PARCEL DESCRIPTION

TAX MAP 26, PARCEL 89
 WEST OCEAN CITY
 WORCESTER COUNTY, MARYLAND

ZONING/CRITICAL AREA

R-2, SUBURBAN RESIDENTIAL
 IDA, INTENSELY DEVELOPED OUTSIDE AREA
 DESIGNATION

SITE AREA

± 3.79 ACRES

DATE: 10/15/2015
 DRAWN BY: J. HANCOCK
 CHECKED BY: J. HANCOCK
 SHEET: Z-1

RD. HAND AND ASSOCIATES, INC.
 LANDSCAPE ARCHITECTURE, SITE PLANNING AND FEASIBILITY
 12302 COLLINS ROAD BETHESDA, MD. 20815 410-862-6623

40

ZONING EXHIBIT
 TAX MAP 26, PARCEL 89
 WORCESTER COUNTY, MARYLAND

7-41

As population increases, the natural features that attract visitors and new residents are threatened. The natural infrastructure, such as safe drinking water, clean air, scenic vistas, local wildlife and prime agricultural land, can be ruined by over-use. These assets once degraded, are expensive to restore, if they can be restored at all. The Chesapeake Bay restoration serves as an example, with millions of federal, state and local tax dollars being spent to correct past damage.

Because human activity affects or displaces natural systems, the impact of human needs and desires on natural functions must be monitored. For example, wetlands are especially sensitive due to the difficulty in recreating their functions, or the need to keep a "critical mass" of certain habitats to prevent permanent loss of wildlife. Such areas are examples of candidates for preservation.

Worcester County has considerable remaining growth potential. This growth can occur in a way that maximizes both economic and natural benefits minimizing future environmental repair costs. This chapter presents a strategy balancing human activities with sustainable environmental health.

Goal, Objectives, and Recommendations

Goal

Worcester County recognizes the value of and is committed to conservation and protection of the following natural resources:

- Clean air
- Clean surface and groundwater
- Beaches
- Stream corridors
- Forests

- Threatened and endangered species
- Productive soils
- Tidal and nontidal wetlands
- Floodplains
- Biological diversity
- Fisheries and their nurseries
- Steep slopes

Protecting these resources will preserve and improve the county's quality of life.

Objectives

1. Use a systems approach to environmental planning addressing pollution at or close to its source and use sustainable development techniques
2. Instill environmental stewardship as an universal ethic
3. Identify and protect environmentally sensitive areas
4. Restore and/or enhance natural resource functions where possible
5. Reduce imperviousness of existing and new development
6. Improve water bodies on the "Impaired Water Bodies (303d) List" to the point of their removal from this list
7. Meet the Total Maximum Daily Load (TMDL) standards
8. Conserve resources by reducing unnecessary consumption
9. Channel development within a particular site to any existing disturbed areas if possible
10. Establish sufficient buffers for sensitive areas

Chapter Four: Economy

Introduction

The resort industry, construction/real estate/finance, the public sector and agriculture are the county's largest employers. These sectors employ 80 percent of the workforce. Each of these industries relies on the county's natural resources and its rural and coastal character for their success. For this reason, growth and economic development must be done so it does not compromise these characteristics. Simply put--we must not kill the goose laying the golden eggs.

Year-round and seasonal population growth has provided a growing market for the county's businesses. For the future, it is expected that the service industries will continue to lead the economy. Economic development efforts should focus on nurturing existing local industries and encouraging higher wage industries to locate in the county.

This chapter provides a goal, objectives and a series of recommendations for the county's economy.

Goal, Objectives and Recommendations

Goal

Expand Worcester County's economy so that it will realize its full potential for employment, business, tourism, light industry, agriculture, forestry, and commercial services without compromising the county's rural and coastal character and its sustainability.

Objectives

To implement the above goal, the objectives below are adopted:

General

1. Raise the county's median income to the state's level by increasing higher paying year-round employment; low-wage jobs⁴³ are not considered appropriate economic development.
2. Diversify the economic base by extending the tourist season and by encouraging growth of existing and new employers
3. Increase employment opportunities to stem the export of talented young workers
4. Match vocational education with anticipated skilled employment demand
5. Review vocational education's centralized approach to determine if decentralizing facilities would improve the system
6. Help existing employers to expand the economy and employment base
7. Reduce unemployment
8. Work with the towns to support their economic development efforts
9. Provide for and support development of facilities to accommodate the county's aging population

Tourism

1. Support the traditional resort industry while diversifying this offering with a broader range of high caliber recreational/cultural facilities
2. Encourage the development of sports, cultural or other large attractions to reinforce the county's traditional attractions

⁴³ County economic development efforts seek jobs paying \$12 or more per hour as an acceptable wage.

US 50 to the Delaware and Maryland resorts. Federal planning funds have been secured and Maryland has placed dualization planning in its Transportation Management Plan. Delaware will need to improve its portion of this road to complete the upgrade.

Regional access from the south comes from Virginia via US 13. Again, existing and planned commercial use on this road has and will reduce its capacity. Traffic signal frequency has increased and the level of service declined. Regional planning efforts have been initiated to explore this issue further with Virginia. Within Worcester County, to prevent unnecessary capacity impacts to US 13, it will be important to locate commercial development and to provide adequate service roads and access controls.

MD 12, the major east-west link for the southern county, begins in Salisbury, passes through Snow Hill and joins Virginia Route 679 at the state line. Traffic volumes are currently within the acceptable range and should be monitored as conditions change.

Mass Transit

Two public and one private bus (Trailways) systems provide mass transit. Ocean City provides convenient bus service within town limits during the summer season. Shuttle service to the West Ocean City "Park and Ride" links the town's system to the regional bus system. Ocean City's system has dramatically reduced traffic volumes. Average daily traffic has declined by 28 percent from 1990 to 2003.

"Worcester Ride", the county's bus system, was consolidated into the Tri-County regional bus system in 2004. This improved efficiency and service by

reducing duplicate facilities and services. The regional bus system links workers throughout the Tri-County region with employment centers. Annual Ridership has grown from about 25,000 in 1996-97 to nearly 170,000 in 2003-04, a six-fold increase.

Air Travel

Commercial air traffic is split between the Salisbury-Ocean City-Wicomico Regional Airport and the Ocean City Airport. The former has provided service to Baltimore, Philadelphia, and Charlotte; but is now seeking a carrier to Baltimore.

The Ocean City Airport is scheduled to begin daily flights to Baltimore-Washington International Airport (BWI). This airport also houses sky tour, parachute, and banner (advertising) uses. These operations along with airport service and product sales provide 27 jobs and \$1,983,000 in annual revenue.⁶⁷

Transportation and Land Use

Transportation infrastructure relates directly to the nature and pattern of land use. Development intensity affects the number of vehicle trips while its pattern influences trip length. Reducing the number and length of trips will decrease both air pollution and congestion. This can be achieved through mixed use development and locating work and living areas close to one another. Mixed-use development places commercial uses providing daily needs within walking/biking distance and employment close to home.

Planned growth areas will each need detailed study for transportation

⁶⁷ Jesse Houston; Planning Director; Ocean City, Maryland; Personal Communication, August 15, 2005.

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



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

DALLAS BAKER JR., P.E.
DIRECTOR

CHRISTOPHER CLASING, P.E.
DEPUTY DIRECTOR

TO: Weston Young P.E., Chief Administrative Officer
Joseph Parker, Deputy Chief Administrative Officer
FROM: Christopher S. Clasing, P.E., Deputy Director *CS*
DATE: August 9, 2022
SUBJECT: Purchase of a John Deere Gator
Public Works Water & Wastewater Division

Public Works is requesting Commissioner approval to use \$11,623.81 for a purchase of a John Deere Gator for the Water & Wastewater Division. This piece of equipment will allow staff to collect groundwater monitoring samples at spray irrigation sites that are not easily accessible by truck due to wet conditions. \$15,000 was budgeted for the purchase of this equipment in the FY23 Support Group Capital Equipment New Vehicles Account #510.9010.010.

Attached is a quote from Atlantic Tractor, the Maryland John Deere-authorized distributor, for the purchase of a John Deere Gator 6x4. This quote reflects the competitively bid Sourcewell Contract 031121-DAC which is accompanied by a \$2,380.78 pricing discount.

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

Attachments

cc: Dallas Baker Jr., P.E., Director
Gary Serman, Water & Wastewater Supervisor



ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Atlantic Tractor LLC
31415 John Deere Drive
Salisbury, MD 21804
410-860-0676
admin.cly@atjd.net

Quote Summary

Prepared For:
WORCESTER COUNTY WASTEWATER
1000 SHORE LN
BERLIN, MD 21811

Delivering Dealer:
Atlantic Tractor LLC
Eddie Frantum
31415 John Deere Drive
Salisbury, MD 21804
Phone: 410-860-0676
efrantum@atjd.net

Quote ID: 27160017
Created On: 29 July 2022
Last Modified On: 29 July 2022
Expiration Date: 28 August 2022

Equipment Summary	Suggested List	Selling Price	Qty	Extended
JOHN DEERE GATOR™TH 6X4 GAS (Model Year 2022) Contract: Sourcewell Grounds Maintenance 031121-DAC (PG NB CG 70) Price Effective Date: July 28, 2022	\$ 14,004.59	\$ 11,623.81 X	1 =	\$ 11,623.81
Equipment Total				\$ 11,623.81

* Includes Fees and Non-contract items

Quote Summary

Equipment Total	\$ 11,623.81
Trade In	
SubTotal	\$ 11,623.81
Est. Service Agreement Tax	\$ 0.00
Total	\$ 11,623.81
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 11,623.81

Salesperson : X _____

Accepted By : X 8-2



Selling Equipment

Quote Id: 27160017

Customer Name: WORCESTER COUNTY WASTEWATER

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Atlantic Tractor LLC
31415 John Deere Drive
Salisbury, MD 21804
410-860-0676
admin.cly@atjd.net

JOHN DEERE GATOR™TH 6X4 GAS (Model Year 2022)

Contract: Sourcewell Grounds Maintenance 031121-DAC
(PG NB CG 70)

Suggested List *

\$ 14,004.59

Price Effective Date: July 28, 2022

Selling Price *

\$ 11,623.81

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
561DM	GATOR™TH 6X4 GAS (Model Year 2022)	1	\$ 11,549.00	17.00	\$ 1,963.33	\$ 9,585.67	\$ 9,585.67
Standard Options - Per Unit							
001A	US/Canada	1	\$ 0.00	17.00	\$ 0.00	\$ 0.00	\$ 0.00
0509	PR - All Terrain Tires	1	\$ 0.00	17.00	\$ 0.00	\$ 0.00	\$ 0.00
1016	AT (All Terrain) Tires	1	\$ 0.00	17.00	\$ 0.00	\$ 0.00	\$ 0.00
2016	Non Adjustable Seat	1	\$ 0.00	17.00	\$ 0.00	\$ 0.00	\$ 0.00
3003	Deluxe Cargo Box with Brake and Taillights and Spray-On Liner	1	\$ 490.00	17.00	\$ 83.30	\$ 406.70	\$ 406.70
3100	Cargo Box Manual Lift	1	\$ 0.00	17.00	\$ 0.00	\$ 0.00	\$ 0.00
4099	Less Front Protection Package	1	\$ 0.00	17.00	\$ 0.00	\$ 0.00	\$ 0.00
4199	Less Rear Protection Package	1	\$ 0.00	17.00	\$ 0.00	\$ 0.00	\$ 0.00
6018	Less Rear Receiver Hitch	1	\$ 0.00	17.00	\$ 0.00	\$ 0.00	\$ 0.00
Standard Options Total			\$ 490.00		\$ 83.30	\$ 406.70	\$ 406.70
Dealer Attachments/Non-Contract/Open Market							
BM21466	Windscreen	1	\$ 386.27	17.00	\$ 65.67	\$ 320.60	\$ 320.60
BM23759	Cargo Box Power Lift	1	\$ 1,121.36	17.00	\$ 190.63	\$ 930.73	\$ 930.73
BM23459	Front Bumper and Brush Guard	1	\$ 457.96	17.00	\$ 77.85	\$ 380.11	\$ 380.11
Dealer Attachments Total			\$ 1,965.59		\$ 334.15	\$ 1,631.44	\$ 1,631.44
Value Added Services Total			\$ 0.00			\$ 0.00	\$ 0.00
Suggested Price							\$ 11,623.81
Total Selling Price			\$ 14,004.59		\$ 2,380.78	\$ 11,623.81	\$ 11,623.81



JOHN DEERE

ITEM 8
Atlantic Tractor
Web site

Selling Equipment

Quote Id: 27160017

Customer Name: WORCESTER COUNTY WASTEWATER

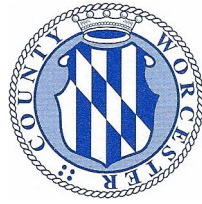
**ALL PURCHASE ORDERS MUST BE MADE OUT
TO (VENDOR):**

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

**ALL PURCHASE ORDERS MUST BE SENT
TO DELIVERING DEALER:**

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TEL: 410-632-5623
FAX: 410-632-1753
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Worcester County
DEPARTMENT OF PUBLIC WORKS
6113 TIMMONS ROAD
SNOW HILL, MD 21863

DALLAS BAKER JR., P.E.
DIRECTOR

CHRISTOPHER CLASING, P.E.
DEPUTY DIRECTOR

MEMORANDUM

TO: Weston Young, P.E., Chief Administrative Officer
Joseph Parker, Deputy Chief Administrative Officer
FROM: Dallas Baker, Jr., P.E., Director of Public Works *Dallas Baker Jr*
DATE: August 8, 2022
SUBJECT: Snow Hill Health Department Parking Lot Resurfacing Bid

Public Works is requesting Commissioner approval to advertise the attached bid package for the purchase of Bituminous Concrete to resurface approximately 7,220 square yards ± of parking lot and driveway for the Snow Hill Health Department located at 6040 Public Landing Road in Snow Hill, Maryland. Funding is available in Assigned Funds in the Parking Lot Upgrades and Resurfacing account.

Areas of the parking lot and driveway have become problematic due to the continuous degrading and aging of the existing surface. Portions in the driving lanes have significant potholes and a soft cracking surface that is becoming a driving and safety hazard.

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

Attachments

Cc: Michael Hutchinson
Kevin Lynch

NOTICE TO BIDDERS**Blacktop Surfacing of Snow Hill Health Department Parking Lot
Worcester County, Maryland**

The Worcester County Commissioners are currently accepting bids for resurfacing of the parking lot for the Snow Hill Health Department located at 6040 Public Landing Road, Snow Hill, Maryland in Worcester County to be completed by December 31, 2022 requiring Superpave 9.5mm Bituminous Concrete at 2” compacted depth for paving of roughly 7,220 square yards for the Maintenance Division of Public Works. Bid specification packages and bid forms are available from the Office of the County Commissioners, Room 1103 – Worcester County Government Center, One West Market Street, Snow Hill, Maryland 21863, obtained online at www.co.worcester.md.us or by calling the Commissioners’ Office at 410-632-1194 to request a package by mail. **Sealed bids will be accepted until 1:00 p.m., Friday, September 2, 2022** in the Office of the County Commissioners at the above address, at which time they will be opened and publicly read aloud. Envelopes shall be marked **“Parking Lot – Health Dept”** in the lower left-hand corner. After opening, bids will be forwarded to the Department of Public Works for tabulation, review and recommendation to the County Commissioners for their consideration at a future meeting. In awarding the bid, the Commissioners reserve the right to reject any and all bids, waive formalities, informalities and technicalities therein, and to take whatever bid they determine to be in the best interest of the County considering lowest or best bid, quality of goods and work, time of delivery or completion, responsibility of bidders being considered, previous experience of bidders with County contracts, or any other factors they deem appropriate. All inquiries shall be directed to Michael Hutchinson, Maintenance Superintendent, at 410-632-3766, Tuesday through Thursday, 6:00 a.m. to 4:30 p.m.

Bid Specifications

The Worcester County Commissioners are currently accepting bids on paving of the Snow Hill Health Department parking lot. Sealed bids will be accepted until **1:00 PM, Friday, September 2, 2022**, at the Worcester County Commissioners Office, Room 1103, Worcester County Government Center, One West Market Street, Snow Hill, MD 21863 at which time they will be opened and publicly read aloud. After opening, bids will be forwarded to the Department of Public Works for tabulation, review and recommendation to the County Commissioners for award at a future date. **Envelopes must be marked in lower left corner with “Parking Lot – Health Dept”.**

ITEM I - BLACK TOP SPECIFICATIONS:

All paving will be done in accordance with the requirements and covenants of the Maryland State Highway Administration’s Specifications of March 1968 and all subsequent addenda thereto, the plans of the proposed improvements and the special provisions contained herein.

The contractor will provide, erect and maintain all necessary barricades, danger signals and signs and take all necessary precaution for the protection of the work and safety of the public.

The contractor will use Bituminous Concrete Material Surface Course which will be placed at 2” compacted depth, Superpave 9.5mm. Scope: 7,220 SY, line striping – total of 5 handicap spaces, 105 normal parking spots, 3 arrows, and 3 stop bars.

This item, “Bituminous Concrete”, shall be paid for on a per ton basis, which price and payment shall constitute full compensation for furnishing, hauling and placing, preparation of all materials and for all labor, equipment, tools and incidentals necessary to complete this item. All milling of joints is to be included in bid price which include but not limited to driveways, intersections, curbing, etc. Milled joints are to be adequately signed and shall not be milled more than 1 day prior to paving.

Miscellaneous: **Work is acceptable to be performed on weekends or holidays.**

WARRANTY:

All work and materials shall be warranted for a period of one year. This shall include but not be limited to slippage or tearing.

DESCRIPTION:

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

Asphalt distributing equipment per SHA specifications.

Power broom required. See following section below.

ITEM 9

The contractor shall use one (1) 12-15-ton steel wheel rollers. Anything less will **not** be accepted.

Contractor shall assign a sufficient number of trucks to each job site to allow for continuous paving. The amount of trucks will be determined sufficient by either the inspector or the Maintenance Superintendent. If the amount of trucks is determined to be insufficient, then the operation will cease until these corrections are made.

Contractor shall ensure that a sufficient of employees is on-site to complete the job in a safe and efficient manner. This will be determined by the inspector or Maintenance Superintendent. If it is determined that the number of employees are insufficient, then the operation will cease until these corrections are made.

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

Weather:

Referenced SHA section 503.03.02

Foundation Preparation:

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

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

Verification:

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

Maintenance, Protection and Performance of the Work:

The contractor shall exercise control of the delivery and application of asphalt materials to prevent damage to the roadway surface. Contractor shall be responsible for all delivery trucks and operators to assure no damage is done to recently laid mat. Delivery drivers will not be allowed to use diesel fuel for the purpose of cleaning dump bodies of the trucks in area where new mat is to be laid.

POC:

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

MAINTENANCE OF TRAFFIC

Conformance requirements:

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

SHA "Book of Highway Standards"

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

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

Temporary Traffic Signs (TTS):

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

Cones:

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

Basis of Payment:

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

MOBILIZATION:

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

METHOD OF MEASUREMENT AND BASIS OF PAYMENT

All correspondence and invoices are to be sent to the Worcester County Department of Public Works, Maintenance Division, 6113 Timmons Road, Snow Hill, MD 21863.

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

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.

CONTRACTOR'S INSURANCE

1. 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.
2. 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".
3. 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.
4. All insurance policies must have a minimum 30 days' notice of cancellation. The County must be notified immediately upon cancellation.
5. When insurance coverage is renewed, Contractor must provide new certificates of insurance prior to expiration of current policies.

MEASUREMENT AND PAYMENT

1. **MEASUREMENT OF QUANTITIES** - The Engineer shall make final measurements to determine the quantities of various items of work performed as the basis of final settlement. Pay weight for all items to be paid for by weight shall be determined by actual certified scale weight, certified shipping weight, or by computed weight as specified herein. Materials specified for measurement by tallying of vehicles shall be hauled only in approved units, the carrying capacity of which has been pre-determined. Each hauling unit shall be marked to designate its approved capacity.
2. **PARTIAL PAYMENTS** - **Partial payments shall be made monthly in an amount not greater than 90% of the money earned during the pay month. The Contractor shall prepare the application for payment in form satisfactory to the Engineer. Process time shall be thirty (30) days upon receipt.**
3. **ACCEPTANCE AND FINAL PAYMENT** - When in the opinion of the Engineer, the Contractor has completed the work in a satisfactory manner in accordance with the terms of the contract, the Engineer shall make final inspection of the entire project and shall certify in writing to the County as to the completion of the work submitting with this report the final estimate showing the amount of each item of work performed as the value thereof.
4. **RELEASE OF LIENS** - The Contractor shall deliver (in a form satisfactory to the owner) a written report to the effect that all bills for labor, materials, and supplies have been paid or satisfactorily secured.

5. **CONSENT OF SURETY** – Projects bonded by a surety bond will require written **CONSENT OF SURETY FOR FINAL PAYMENT**.

BID FORM

“FY23 – Parking Lot – Health Dept”

I/We have reviewed the specifications and provisions for furnishing and applying Superpave 9.5mm Bituminous Concrete (2 inches± compacted depth) to the parking lot at the Snow Hill Health Department. I/We hereby propose to furnish and apply:

Bituminous Concrete @ \$ _____ fixed price per ton = \$ _____

Work is to be completed by **December 31,2022**.

Worcester County reserves the right to adjust the quantities depending on varying circumstances

BID MUST BE SIGNED TO BE VALID.

Date: _____ Signature: _____

Typed Name: _____

Title: _____

Firm: _____

Address: _____

ITEM 9

Phone: _____

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



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

DALLAS BAKER JR., P.E.
DIRECTOR

CHRISTOPHER CLASING, P.E.
DEPUTY DIRECTOR

TO: Weston Young P.E., Chief Administrative Officer
Joseph Parker, Deputy Chief Administrative Officer
FROM: Christopher S. Clasing, P.E., Deputy Director
DATE: August 9, 2022
SUBJECT: Snow Hill Homeowner Convenience Center
Dropoff Area Upgrades Bid Package

Chc

Public Works is requesting Commissioner approval to advertise the attached bid package for the Snow Hill Homeowner Convenience Center (HOCC) Dropoff Area Upgrades. This project will cover the construction of the Snow Hill HOCC site operation upgrades for the Public Works Solid Waste Division. A total of \$230,378 in funding is available for this project in the FY' 22 Assigned Fund Balance line item titled "Recycling and Home Owner Convenience Center Repair/Upgrades".

The project generally consists of the construction of a concrete pad, concrete retaining wall, excavation, traffic control, site work, asphalt paving, mill and overlay, coordination with the County's Trash Compactor installer, testing, site restoration and close-out, and includes furnishing all equipment, material, and labor for the work described in the bid document drawings and specifications.

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

Attachments

cc: Dallas Baker Jr, P.E. Director
David Candy, Solid Waste Superintendent



**Contract Documents and
Construction Specifications**

**Worcester County
Department of Public Works
Snow Hill Homeowner Dropoff Area Upgrades**

Prepared for

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

Prepared by

EA Engineering, Science, and Technology, Inc., PBC
11200 Racetrack Road, Unit A101
Ocean Pines, Maryland 21811
(410) 641-5341

THE SOLID WASTE FACILITY TO BE CONSTRUCTED IN ACCORDANCE
WITH THESE CONTRACT DOCUMENTS ARE APPROVED BY WORCSESTER
COUNTY DEPARTMENT OF PUBLIC WORKS.

Worcester County, Director of Public Works

Date

August 2022
EA Project No. 1060947

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**Contract Documents and
Construction Specifications**

**Worcester County
Department of Public Works
Snow Hill Homeowner Dropoff Area Upgrades**

Prepared for

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

Prepared by

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Ocean Pines, Maryland 21811
(410) 641-5341

August 2022
EA Project No. 1060947

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**WORCESTER COUNTY MARYLAND
BIDDING DOCUMENTS**

**CONSTRUCTION SPECIFICATIONS
FOR**

**WORCESTER COUNTY DEPARTMENT OF PUBLIC WORKS
SNOW HILL HOMEOWNER DROPOFF AREA UPGRADES**

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SECTION A: INSTRUCTIONS TO BIDDERS

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**NOTICE TO BIDDERS
CONSTRUCTION OF
SNOW HILL HOMEOWNER DROPOFF AREA UPGRADES
WORCESTER COUNTY, MARYLAND**

The Worcester County Commissioners are currently accepting sealed bids for construction of Snow Hill Homeowner Dropoff Area Upgrades for the Worcester County Department of Public Works – Solid Waste Division. The Project generally consists of the construction of a concrete pad, concrete wall, excavation, traffic control, site work, asphalt paving, mill and overlay, coordination with the County’s Trash Compactor installer, testing, site restoration and close-out, and includes furnishing all equipment, material, and labor for the work described in the bid document drawings and specifications. Bid documents are available from Worcester County’s Bid Board located at <https://www.co.worcester.md.us/commissioners/bids>. Interested bidders are encouraged to attend a non-mandatory **Pre-Bid Conference at 10:00 AM (EDT) on Tuesday, August 30, 2022** at the Worcester County Department of Public Works – Water and Wastewater Division Office at 1000 Shore Lane, Ocean Pines, Maryland 21811. **Sealed proposals will be accepted until 1:00 PM (EDT) on Friday September 9, 2022** in the Office of the County Commissioners of Worcester County at Room 1103 - Worcester County Government Center, One West Market Street, Snow Hill, Maryland 21863, at which time they will be opened and publicly read aloud. Envelopes shall be marked "**Bid Enclosed – Snow Hill Homeowner Dropoff Area Upgrades**" in the lower left-hand corner. After opening, bids will be forwarded to the Public Works Department for tabulation, review and recommendation to the County Commissioners for their consideration at a future meeting. In awarding the bid, the Commissioners reserve the right to reject any and all bids, waive formalities, informalities and technicalities therein, and to take whatever bid they determine to be in the best interest of the County considering lowest or best bid, quality of goods and work, time of delivery or completion, responsibility of bidders being considered, previous experience of bidders with County contracts, or any other factors they deem appropriate. Inquiries can be directed to Darl Kolar, P.E., Project Manager, EA Engineering, Science, and Technology, Inc., PBC at 410-641-5341.

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INSTRUCTIONS TO BIDDERS

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INSTRUCTIONS TO BIDDERS

1. DEFINED TERMS

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

2. COPIES OF BIDDING DOCUMENTS

2.1 Complete sets of the Bidding Documents may be obtained from Worcester County’s Bid Board located at <https://www.co.worcester.md.us/commissioners/bids>.

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

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

3. QUALIFICATIONS OF BIDDERS

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

- Resume for the full-time onsite superintendent showing that the superintendent has experience in concrete installation, site work, electrical upgrades, and fencing.
- Resume(s) for the project staff assigned to the project if the assigned superintendent does not have experience in one or multiple of the project’s construction fields.

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

4. EXAMINATION OF CONTRACT DOCUMENTS AND SITE

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

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

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

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

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

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

4.4 Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders on subsurface conditions, Underground Facilities, and other physical conditions, and possible changes in the Contract Documents due to differing conditions appear in Article 4 of the General Conditions.

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

for performing and furnishing the Work in accordance with the time, price, and other terms and conditions of the Contract Documents.

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

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

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

5. INTERPRETATIONS AND ADDENDA

5.1 All questions about the meaning or intent of the Contract Document are to be directed to Owner. Interpretations or clarifications considered necessary by Owner in response to such questions will be issued by Addenda, mailed or delivered to all parties, and recorded by Owner as having received the Bidding Documents. Questions regarding the Contract Documents must be received by 4 pm on September 2, 2022. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

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

6. BID SECURITY

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

6.2 The Bid security of the Successful Bidder will be retained until such Bidder has executed the Agreement and furnished the required Contract security, whereupon the Bid security will be returned. If the Successful Bidder fails to execute and deliver the Agreement and furnish the required Contract security within fifteen (15) days after the Notice of Award, Owner may annul the Notice of Award and the Bid security of that Bidder will be forfeited. The Bid security of other Bidders whom Owner believes to have a reasonable chance of receiving the award may be

retained by Owner until the earlier of the seventh day after the Effective Date of the Agreement or the sixty-first day after the Bid opening, whereupon Bid security furnished by such Bidders will be returned. Bid security with Bids which are not competitive will be returned within seven (7) days after the Bid opening.

7. CONTRACT TIME

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

8. LIQUIDATED DAMAGES

Provisions for liquidated damages are \$500 per day, for the first 30 days. Beyond 30 days, damages increase to \$1,000 per day, as set forth in the Agreement.

9. SUBSTITUTE OR “OR-EQUAL” ITEMS

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

10. SUBCONTRACTORS, SUPPLIERS, AND OTHERS

10.1 If the Instructions to Bidders and/or the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, and other persons and organizations (including those who are to furnish the principal items of material and equipment) to be submitted to Owner in advance of the Effective Date of Agreement, the apparent Successful Bidder, and any other Bidder so requested, shall submit to Owner a list of all such Subcontractors, Suppliers, and other persons and organizations proposed for those portions of the Work for which such identification is required. Such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor, Supplier, person, or organization if requested by Owner. If Owner or Engineer, after due investigation, has reasonable objection to any proposed Subcontractor, Supplier, other person or organization, may request the apparent Successful Bidder to submit an acceptable substitute prior to the Notice of Award, in which case that Bidder's Bid price will be increased (or decreased) by the difference in cost occasioned by such substitution and Owner may consider such price adjustment in evaluating Bids and making the Contract award.

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

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

11. BID FORM

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

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

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

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

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

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

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

12. SUBMISSION OF BIDS

12.1 Bids shall be submitted before 1:00 PM (EDT) on September 9, 2022 at the office of the County Commissioners of Worcester County, Worcester County Government Center, 1 West Market Street, Room 1103, Snow Hill, Maryland 21863, as indicated in the Advertisement or Invitation to Bid and shall be enclosed in an opaque, sealed envelope, marked with the Project title, and name and address of the Bidder and accompanied by the Bid security and other related documents. If the Bid is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with the notation "BID ENCLOSED—SNOW HILL HOMEOWNERS DROPOFF AREA UPGRADES" on the face of it.

13. MODIFICATION AND WITHDRAWAL OF BIDS

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

14. OPENING OF BIDS

Bids will be opened and read aloud publicly at 1:00 PM (EDT) on September 9, 2022. An abstract of the amounts of the base Bids and major alternates will be made available to Bidders after the opening of Bids. Bids will be reviewed, with a recommendation anticipated to be presented to the County Commissioners at their regular meeting.

15. BIDS TO REMAIN SUBJECT TO ACCEPTANCE

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

16. AWARD OF CONTRACT

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

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

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

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

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

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

17. CONTRACT SECURITY

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

18. SIGNING OF AGREEMENT

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

19. PREBID CONFERENCE

A prebid conference will be held at 10:00 AM (EDT) on Tuesday August 30, 2022 at the Department of Public Works-Water and Wastewater Administration Building, 1000 Shore Lane, Berlin MD 21811. Representatives of Owner and Engineer will be present to discuss the Project. Bidders are encouraged to attend and participate in the conference. Engineer will transmit to all prospective Bidders of record such Addenda as Engineer considers necessary in response to questions arising at the conference.

20. SALES AND USE TAXES

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

21. RETAINAGE

Provisions concerning retainage are set forth in the Agreement.

22. AWARD OF BIDS

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

SECTION B: GENERAL CONDITIONS OF THE CONTRACT

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

**STANDARD GENERAL CONDITIONS
OF THE CONSTRUCTION CONTRACT**

Prepared By



Endorsed By



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National Society of Professional Engineers
1420 King Street, Alexandria, VA 22314-2794
(703) 684-2882
www.nspe.org

American Council of Engineering Companies
1015 15th Street N.W., Washington, DC 20005
(202) 347-7474
www.acec.org

American Society of Civil Engineers
1801 Alexander Bell Drive, Reston, VA 20191-4400
(800) 548-2723
www.asce.org

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NOTE: EJCDC publications may be purchased at www.ejcdc.org, or from any of the sponsoring organizations above.

GUIDELINES FOR USE OF EJCDC® C-700, STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

1.0 PURPOSE AND INTENDED USE OF THE DOCUMENT

EJCDC® C-700, Standard General Conditions of the Construction Contract (2018), is the foundation document for the EJCDC Construction Series. The General Conditions define the basic rights, responsibilities, risk allocations, and contractual relationship of the Owner and Contractor, and establish how the Contract is to be administered.

2.0 OTHER DOCUMENTS

EJCDC documents are intended to be used as a system and changes in one EJCDC document may require a corresponding change in other documents. Other EJCDC documents may also serve as a reference to provide insight or guidance for the preparation of this document.

These General Conditions have been prepared for use with either EJCDC® C-520, Agreement Between Owner and Contractor for Construction Contract (Stipulated Price), or EJCDC® C-525, Agreement Between Owner and Contractor for Construction Contract (Cost-Plus-Fee) (2018 Editions). The provisions of the General Conditions and the Agreement are interrelated, and a change in one may necessitate a change in the other.

To prepare supplementary conditions that are coordinated with the General Conditions, use EJCDC® C-800, Supplementary Conditions of the Construction Contract (2018).

The full EJCDC Construction series of documents is discussed in the EJCDC® C-001, Commentary on the 2018 EJCDC Construction Documents (2018).

3.0 ORGANIZATION OF INFORMATION

All parties involved in a construction project benefit significantly from a standardized approach in the location of subject matter throughout the documents. Experience confirms the danger of addressing the same subject matter in more than one location; doing so frequently leads to confusion and unanticipated legal consequences. Careful attention should be given to the guidance provided in EJCDC® N-122/AIA® A521, Uniform Location of Subject Matter (2012 Edition) when preparing documents. EJCDC® N-122/AIA® A521 is available at no charge from the EJCDC website, www.ejcdc.org, and from the websites of EJCDC's sponsoring organizations.

If CSI MasterFormat™ is used for organizing the Project Manual, consult CSI MasterFormat™ for the appropriate document number (e.g., under 00 11 00, Advertisements and Invitations), and accordingly number the document and its pages.

4.0 EDITING THIS DOCUMENT

Remove these Guidelines for Use. Some users may also prefer to remove the two cover pages.

Although it is permissible to revise the Standard EJCDC Text of C-700 (the content beginning at page 1 and continuing to the end), it is common practice to leave the Standard EJCDC Text of C-700 intact and unaltered, with modifications and supplementation of C-700's provisions set forth in EJCDC® C-800, Supplementary Conditions of the Construction Contract (2018). If the Standard Text itself is revised, the

user must comply with the terms of the License Agreement, Paragraph 4.0, Document-Specific Provisions, concerning the tracking or highlighting of revisions. The following is a summary of the relevant License Agreement provisions:

1. The term “Standard EJCDC Text” for C-700 refers to all text prepared by EJCDC in the main body of the document. Document covers, logos, footers, instructions, or copyright notices are not Standard EJCDC Text for this purpose.
2. During the drafting or negotiating process for C-700, it is important that the two contracting parties are both aware of any changes that have been made to the Standard EJCDC Text. Thus, if a draft or version of C-700 purports to be or appears to be an EJCDC document, the user 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.
3. If C-700 has been revised or altered and is subsequently presented to third parties (such as potential bidders, grant agencies, lenders, or sureties) as an EJCDC document, then the changes to the Standard EJCDC Text must be shown, or the third parties must receive access to a version that shows the changes.
4. Once the document is ready to be finalized (and if applicable executed by the contracting parties), it is no longer necessary to continue to show changes to the Standard EJCDC Text. The user may produce a final version of the document in a format in which all changes are accepted, and the document at that point does not need to include any “Track Changes,” redline/strikeout, highlighting, or other indication of additions and deletions to the Standard EJCDC Text.

5.0 LICENSE AGREEMENT

This document is subject to the terms and conditions of the **License Agreement, 2018 EJCDC® Construction Series Documents**. A copy of the License Agreement was furnished at the time of purchase of this document, and is available for review at www.ejcdc.org and the websites of EJCDC’s sponsoring organizations.

**STANDARD GENERAL CONDITIONS
OF THE CONSTRUCTION CONTRACT**

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STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

ARTICLE 1—DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

- A. Wherever used in the Bidding Requirements or Contract Documents, a term printed with initial capital letters, including the term's singular and plural forms, will have the meaning indicated in the definitions below. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.
1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.
 2. *Agreement*—The written instrument, executed by Owner and Contractor, that sets forth the Contract Price and Contract Times, identifies the parties and the Engineer, and designates the specific items that are Contract Documents.
 3. *Application for Payment*—The document prepared by Contractor, in a form acceptable to Engineer, to request progress or final payments, and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
 4. *Bid*—The offer of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
 5. *Bidder*—An individual or entity that submits a Bid to Owner.
 6. *Bidding Documents*—The Bidding Requirements, the proposed Contract Documents, and all Addenda.
 7. *Bidding Requirements*—The Advertisement or invitation to bid, Instructions to Bidders, Bid Bond or other Bid security, if any, the Bid Form, and the Bid with any attachments.
 8. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, or other revision to the Contract, issued on or after the Effective Date of the Contract.
 9. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment in Contract Price or Contract Times; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Contract.
 10. *Claim*
 - a. A demand or assertion by Owner directly to Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment of Contract Price or Contract Times; contesting an initial decision by Engineer concerning the

- requirements of the Contract Documents or the acceptability of Work under the Contract Documents; contesting Engineer's decision regarding a Change Proposal; seeking resolution of a contractual issue that Engineer has declined to address; or seeking other relief with respect to the terms of the Contract.
- b. A demand or assertion by Contractor directly to Owner, duly submitted in compliance with the procedural requirements set forth herein, contesting Engineer's decision regarding a Change Proposal, or seeking resolution of a contractual issue that Engineer has declined to address.
 - c. A demand or assertion by Owner or Contractor, duly submitted in compliance with the procedural requirements set forth herein, made pursuant to Paragraph 12.01.A.4, concerning disputes arising after Engineer has issued a recommendation of final payment.
 - d. A demand for money or services by a third party is not a Claim.
11. *Constituent of Concern*—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), lead-based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to Laws and Regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
 12. *Contract*—The entire and integrated written contract between Owner and Contractor concerning the Work.
 13. *Contract Documents*—Those items so designated in the Agreement, and which together comprise the Contract.
 14. *Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Contract Documents.
 15. *Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve Milestones, if any; (b) achieve Substantial Completion; and (c) complete the Work.
 16. *Contractor*—The individual or entity with which Owner has contracted for performance of the Work.
 17. *Cost of the Work*—See Paragraph 13.01 for definition.
 18. *Drawings*—The part of the Contract that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
 19. *Effective Date of the Contract*—The date, indicated in the Agreement, on which the Contract becomes effective.
 20. *Electronic Document*—Any Project-related correspondence, attachments to correspondence, data, documents, drawings, information, or graphics, including but not limited to Shop Drawings and other Submittals, that are in an electronic or digital format.
 21. *Electronic Means*—Electronic mail (email), upload/download from a secure Project website, or other communications methods that allow: (a) the transmission or communication of Electronic Documents; (b) the documentation of transmissions, including sending and receipt; (c) printing of the transmitted Electronic Document by the

recipient; (d) the storage and archiving of the Electronic Document by sender and recipient; and (e) the use by recipient of the Electronic Document for purposes permitted by this Contract. Electronic Means does not include the use of text messaging, or of Facebook, Twitter, Instagram, or similar social media services for transmission of Electronic Documents.

22. *Engineer*—The individual or entity named as such in the Agreement.
23. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Contract Price or the Contract Times.
24. *Hazardous Environmental Condition*—The presence at the Site of Constituents of Concern in such quantities or circumstances that may present a danger to persons or property exposed thereto.
 - a. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated into the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, is not a Hazardous Environmental Condition.
 - b. The presence of Constituents of Concern that are to be removed or remediated as part of the Work is not a Hazardous Environmental Condition.
 - c. The presence of Constituents of Concern as part of the routine, anticipated, and obvious working conditions at the Site, is not a Hazardous Environmental Condition.
25. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and binding decrees, resolutions, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
26. *Liens*—Charges, security interests, or encumbrances upon Contract-related funds, real property, or personal property.
27. *Milestone*—A principal event in the performance of the Work that the Contract requires Contractor to achieve by an intermediate completion date, or by a time prior to Substantial Completion of all the Work.
28. *Notice of Award*—The written notice by Owner to a Bidder of Owner's acceptance of the Bid.
29. *Notice to Proceed*—A written notice by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work.
30. *Owner*—The individual or entity with which Contractor has contracted regarding the Work, and which has agreed to pay Contractor for the performance of the Work, pursuant to the terms of the Contract.
31. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising Contractor's plan to accomplish the Work within the Contract Times.
32. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Work to be performed under the Contract Documents is a part.

33. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site. As used herein, the term Resident Project Representative (RPR) includes any assistants or field staff of Resident Project Representative.
34. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
35. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements for Engineer’s review of the submittals.
36. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor’s Applications for Payment.
37. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Contract Documents.
38. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands or areas furnished by Owner which are designated for the use of Contractor.
39. *Specifications*—The part of the Contract that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
40. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
41. *Submittal*—A written or graphic document, prepared by or for Contractor, which the Contract Documents require Contractor to submit to Engineer, or that is indicated as a Submittal in the Schedule of Submittals accepted by Engineer. Submittals may include Shop Drawings and Samples; schedules; product data; Owner-delegated designs; sustainable design information; information on special procedures; testing plans; results of tests and evaluations, source quality-control testing and inspections, and field or Site quality-control testing and inspections; warranties and certifications; Suppliers’ instructions and reports; records of delivery of spare parts and tools; operations and maintenance data; Project photographic documentation; record documents; and other such documents required by the Contract Documents. Submittals, whether or not approved or accepted by Engineer, are not Contract Documents. Change Proposals, Change Orders, Claims, notices, Applications for Payment, and requests for interpretation or clarification are not Submittals.
42. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion of such Work.

43. *Successful Bidder*—The Bidder to which the Owner makes an award of contract.
44. *Supplementary Conditions*—The part of the Contract that amends or supplements these General Conditions.
45. *Supplier*—A manufacturer, fabricator, supplier, distributor, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
46. *Technical Data*
- a. Those items expressly identified as Technical Data in the Supplementary Conditions, with respect to either (1) existing subsurface conditions at or adjacent to the Site, or existing physical conditions at or adjacent to the Site including existing surface or subsurface structures (except Underground Facilities) or (2) Hazardous Environmental Conditions at the Site.
 - b. If no such express identifications of Technical Data have been made with respect to conditions at the Site, then Technical Data is defined, with respect to conditions at the Site under Paragraphs 5.03, 5.04, and 5.06, as the data contained in boring logs, recorded measurements of subsurface water levels, assessments of the condition of subsurface facilities, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical, environmental, or other Site or facilities conditions report prepared for the Project and made available to Contractor.
 - c. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data, and instead Underground Facilities are shown or indicated on the Drawings.
47. *Underground Facilities*—All active or not-in-service underground lines, pipelines, conduits, ducts, encasements, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or systems at the Site, including but not limited to those facilities or systems that produce, transmit, distribute, or convey telephone or other communications, cable television, fiber optic transmissions, power, electricity, light, heat, gases, oil, crude oil products, liquid petroleum products, water, steam, waste, wastewater, storm water, other liquids or chemicals, or traffic or other control systems. An abandoned facility or system is not an Underground Facility.
48. *Unit Price Work*—Work to be paid for on the basis of unit prices.
49. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.
50. *Work Change Directive*—A written directive to Contractor issued on or after the Effective Date of the Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

1.02 Terminology

- A. The words and terms discussed in Paragraphs 1.02.B, C, D, and E are not defined terms that require initial capital letters, but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.
- B. *Intent of Certain Terms or Adjectives:* The Contract Documents include the terms “as allowed,” “as approved,” “as ordered,” “as directed” or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives “reasonable,” “suitable,” “acceptable,” “proper,” “satisfactory,” or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Article 10 or any other provision of the Contract Documents.
- C. *Day:* The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.
- D. *Defective:* The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it:
 - 1. does not conform to the Contract Documents;
 - 2. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or
 - 3. has been damaged prior to Engineer’s recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 15.03 or Paragraph 15.04).
- E. *Furnish, Install, Perform, Provide*
 - 1. The word “furnish,” when used in connection with services, materials, or equipment, means to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.
 - 2. The word “install,” when used in connection with services, materials, or equipment, means to put into use or place in final position said services, materials, or equipment complete and ready for intended use.
 - 3. The words “perform” or “provide,” when used in connection with services, materials, or equipment, means to furnish and install said services, materials, or equipment complete and ready for intended use.
 - 4. If the Contract Documents establish an obligation of Contractor with respect to specific services, materials, or equipment, but do not expressly use any of the four words “furnish,” “install,” “perform,” or “provide,” then Contractor shall furnish and install said services, materials, or equipment complete and ready for intended use.

- F. *Contract Price or Contract Times*: References to a change in “Contract Price or Contract Times” or “Contract Times or Contract Price” or similar, indicate that such change applies to (1) Contract Price, (2) Contract Times, or (3) both Contract Price and Contract Times, as warranted, even if the term “or both” is not expressed.
- G. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2—PRELIMINARY MATTERS

2.01 *Delivery of Performance and Payment Bonds; Evidence of Insurance*

- A. *Performance and Payment Bonds*: When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner the performance bond and payment bond (if the Contract requires Contractor to furnish such bonds).
- B. *Evidence of Contractor’s Insurance*: When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner, with copies to each additional insured (as identified in the Contract), the certificates, endorsements, and other evidence of insurance required to be provided by Contractor in accordance with Article 6, except to the extent the Supplementary Conditions expressly establish other dates for delivery of specific insurance policies.
- C. *Evidence of Owner’s Insurance*: After receipt of the signed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor, with copies to each additional insured (as identified in the Contract), the certificates and other evidence of insurance required to be provided by Owner under Article 6.

2.02 *Copies of Documents*

- A. Owner shall furnish to Contractor four printed copies of the Contract (including one fully signed counterpart of the Agreement), and one copy in electronic portable document format (PDF). Additional printed copies will be furnished upon request at the cost of reproduction.
- B. Owner shall maintain and safeguard at least one original printed record version of the Contract, including Drawings and Specifications signed and sealed by Engineer and other design professionals. Owner shall make such original printed record version of the Contract available to Contractor for review. Owner may delegate the responsibilities under this provision to Engineer.

2.03 *Before Starting Construction*

- A. *Preliminary Schedules*: Within 10 days after the Effective Date of the Contract (or as otherwise required by the Contract Documents), Contractor shall submit to Engineer for timely review:
 - 1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract;
 - 2. a preliminary Schedule of Submittals; and
 - 3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work

into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.04 *Preconstruction Conference; Designation of Authorized Representatives*

- A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work, and to discuss the schedules referred to in Paragraph 2.03.A, procedures for handling Shop Drawings, Samples, and other Submittals, processing Applications for Payment, electronic or digital transmittals, and maintaining required records.
- B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit and receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.05 *Acceptance of Schedules*

- A. At least 10 days before submission of the first Application for Payment a conference, attended by Contractor, Engineer, and others as appropriate, will be held to review the schedules submitted in accordance with Paragraph 2.03.A. No progress payment will be made to Contractor until acceptable schedules are submitted to Engineer.
 - 1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.
 - 2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.
 - 3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to the component parts of the Work.
 - 4. If a schedule is not acceptable, Contractor will have an additional 10 days to revise and resubmit the schedule.

2.06 *Electronic Transmittals*

- A. Except as otherwise stated elsewhere in the Contract, the Owner, Engineer, and Contractor may send, and shall accept, Electronic Documents transmitted by Electronic Means.
- B. If the Contract does not establish protocols for Electronic Means, then Owner, Engineer, and Contractor shall jointly develop such protocols.
- C. Subject to any governing protocols for Electronic Means, when transmitting Electronic Documents by Electronic Means, the transmitting party makes no representations as to long-term compatibility, usability, or readability of the Electronic Documents resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the Electronic Documents.

ARTICLE 3—CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.01 *Intent*

- A. The Contract Documents are complementary; what is required by one Contract Document is as binding as if required by all.
- B. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents.
- C. Unless otherwise stated in the Contract Documents, if there is a discrepancy between the electronic versions of the Contract Documents (including any printed copies derived from such electronic versions) and the printed record version, the printed record version will govern.
- D. The Contract supersedes prior negotiations, representations, and agreements, whether written or oral.
- E. Engineer will issue clarifications and interpretations of the Contract Documents as provided herein.
- F. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Owner and Contractor, which agree that the Contract Documents will be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- G. Nothing in the Contract Documents creates:
 - 1. any contractual relationship between Owner or Engineer and any Subcontractor, Supplier, or other individual or entity performing or furnishing any of the Work, for the benefit of such Subcontractor, Supplier, or other individual or entity; or
 - 2. any obligation on the part of Owner or Engineer to pay or to see to the payment of any money due any such Subcontractor, Supplier, or other individual or entity, except as may otherwise be required by Laws and Regulations.

3.02 *Reference Standards*

- A. *Standards Specifications, Codes, Laws and Regulations*
 - 1. Reference in the Contract Documents to standard specifications, manuals, reference standards, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, means the standard specification, manual, reference standard, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Contract if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.
 - 2. No provision of any such standard specification, manual, reference standard, or code, and no instruction of a Supplier, will be effective to change the duties or responsibilities of Owner, Contractor, or Engineer from those set forth in the part of the Contract Documents prepared by or for Engineer. No such provision or instruction shall be effective to assign to Owner or Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility

inconsistent with the provisions of the part of the Contract Documents prepared by or for Engineer.

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies*

1. *Contractor's Verification of Figures and Field Measurements:* Before undertaking each part of the Work, Contractor shall carefully study the Contract Documents, and check and verify pertinent figures and dimensions therein, particularly with respect to applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy that Contractor discovers, or has actual knowledge of, and shall not proceed with any Work affected thereby until the conflict, error, ambiguity, or discrepancy is resolved by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract issued pursuant to Paragraph 11.01.
2. *Contractor's Review of Contract Documents:* If, before or during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) actual field conditions, (c) any standard specification, manual, reference standard, or code, or (d) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 7.15) until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract issued pursuant to Paragraph 11.01.
3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

B. *Resolving Discrepancies*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the part of the Contract Documents prepared by or for Engineer take precedence in resolving any conflict, error, ambiguity, or discrepancy between such provisions of the Contract Documents and:
 - a. the provisions of any standard specification, manual, reference standard, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference as a Contract Document); or
 - b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Requirements of the Contract Documents*

- A. During the performance of the Work and until final payment, Contractor and Owner shall submit to the Engineer in writing all matters in question concerning the requirements of the Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Contract Documents, as soon as possible after such matters arise. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work.

- B. Engineer will, with reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Contract Documents. Engineer's written clarification, interpretation, or decision will be final and binding on Contractor, unless it appeals by submitting a Change Proposal, and on Owner, unless it appeals by filing a Claim.
- C. If a submitted matter in question concerns terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work under the Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly notify Owner and Contractor in writing that Engineer is unable to provide a decision or interpretation. If Owner and Contractor are unable to agree on resolution of such a matter in question, either party may pursue resolution as provided in Article 12.

3.05 *Reuse of Documents*

- A. Contractor and its Subcontractors and Suppliers shall not:
 - 1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media versions, or reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer; or
 - 2. have or acquire any title or ownership rights in any other Contract Documents, reuse any such Contract Documents for any purpose without Owner's express written consent, or violate any copyrights pertaining to such Contract Documents.
- B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein precludes Contractor from retaining copies of the Contract Documents for record purposes.

ARTICLE 4—COMMENCEMENT AND PROGRESS OF THE WORK

4.01 *Commencement of Contract Times; Notice to Proceed*

- A. The Contract Times will commence to run on the 30th day after the Effective Date of the Contract or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Contract. In no event will the Contract Times commence to run later than the 60th day after the day of Bid opening or the 30th day after the Effective Date of the Contract, whichever date is earlier.

4.02 *Starting the Work*

- A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work may be done at the Site prior to such date.

4.03 *Reference Points*

- A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the

established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.04 *Progress Schedule*

- A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.05 as it may be adjusted from time to time as provided below.
 - 1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.05) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times.
 - 2. Proposed adjustments in the Progress Schedule that will change the Contract Times must be submitted in accordance with the requirements of Article 11.
- B. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work will be delayed or postponed pending resolution of any disputes or disagreements, or during any appeal process, except as permitted by Paragraph 16.04, or as Owner and Contractor may otherwise agree in writing.

4.05 *Delays in Contractor's Progress*

- A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times.
- B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor. Delay, disruption, and interference attributable to and within the control of a Subcontractor or Supplier shall be deemed to be within the control of Contractor.
- C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times. Such an adjustment will be Contractor's sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. Causes of delay, disruption, or interference that may give rise to an adjustment in Contract Times under this paragraph include but are not limited to the following:
 - 1. Severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;
 - 2. Abnormal weather conditions;
 - 3. Acts or failures to act of third-party utility owners or other third-party entities (other than those third-party utility owners or other third-party entities performing other work at or adjacent to the Site as arranged by or under contract with Owner, as contemplated in Article 8); and
 - 4. Acts of war or terrorism.

- D. Contractor's entitlement to an adjustment of Contract Times or Contract Price is limited as follows:
1. Contractor's entitlement to an adjustment of the Contract Times is conditioned on the delay, disruption, or interference adversely affecting an activity on the critical path to completion of the Work, as of the time of the delay, disruption, or interference.
 2. Contractor shall not be entitled to an adjustment in Contract Price for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor. Such a concurrent delay by Contractor shall not preclude an adjustment of Contract Times to which Contractor is otherwise entitled.
 3. Adjustments of Contract Times or Contract Price are subject to the provisions of Article 11.
- E. Each Contractor request or Change Proposal seeking an increase in Contract Times or Contract Price must be supplemented by supporting data that sets forth in detail the following:
1. The circumstances that form the basis for the requested adjustment;
 2. The date upon which each cause of delay, disruption, or interference began to affect the progress of the Work;
 3. The date upon which each cause of delay, disruption, or interference ceased to affect the progress of the Work;
 4. The number of days' increase in Contract Times claimed as a consequence of each such cause of delay, disruption, or interference; and
 5. The impact on Contract Price, in accordance with the provisions of Paragraph 11.07.
- Contractor shall also furnish such additional supporting documentation as Owner or Engineer may require including, where appropriate, a revised progress schedule indicating all the activities affected by the delay, disruption, or interference, and an explanation of the effect of the delay, disruption, or interference on the critical path to completion of the Work.
- F. Delays, disruption, and interference to the performance or progress of the Work resulting from the existence of a differing subsurface or physical condition, an Underground Facility that was not shown or indicated by the Contract Documents, or not shown or indicated with reasonable accuracy, and those resulting from Hazardous Environmental Conditions, are governed by Article 5, together with the provisions of Paragraphs 4.05.D and 4.05.E.
- G. Paragraph 8.03 addresses delays, disruption, and interference to the performance or progress of the Work resulting from the performance of certain other work at or adjacent to the Site.

ARTICLE 5—SITE; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

5.01 *Availability of Lands*

- A. Owner shall furnish the Site. Owner shall notify Contractor in writing of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work.

- B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which permanent improvements are to be made and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.
- C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

5.02 *Use of Site and Other Areas*

A. *Limitation on Use of Site and Other Areas*

1. Contractor shall confine construction equipment, temporary construction facilities, the storage of materials and equipment, and the operations of workers to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and such other adjacent areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for (a) damage to the Site; (b) damage to any such other adjacent areas used for Contractor's operations; (c) damage to any other adjacent land or areas, or to improvements, structures, utilities, or similar facilities located at such adjacent lands or areas; and (d) for injuries and losses sustained by the owners or occupants of any such land or areas; provided that such damage or injuries result from the performance of the Work or from other actions or conduct of the Contractor or those for which Contractor is responsible.
 2. If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible, Contractor shall (a) take immediate corrective or remedial action as required by Paragraph 7.13, or otherwise; (b) promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or in a court of competent jurisdiction; and (c) to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from and against any such claim, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused directly or indirectly, in whole or in part by, or based upon, Contractor's performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible.
- B. *Removal of Debris During Performance of the Work:* During the progress of the Work the Contractor shall keep the Site and other adjacent areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris will conform to applicable Laws and Regulations.
 - C. *Cleaning:* Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site and adjacent areas all tools, appliances, construction equipment

and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

- D. *Loading of Structures:* Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent structures or land to stresses or pressures that will endanger them.

5.03 *Subsurface and Physical Conditions*

- A. *Reports and Drawings:* The Supplementary Conditions identify:

1. Those reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data;
2. Those drawings of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data; and
3. Technical Data contained in such reports and drawings.

- B. *Underground Facilities:* Underground Facilities are shown or indicated on the Drawings, pursuant to Paragraph 5.05, and not in the drawings referred to in Paragraph 5.03.A. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data.

- C. *Reliance by Contractor on Technical Data:* Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely upon the accuracy of the Technical Data as defined in Paragraph 1.01.A.46.b.

- D. *Limitations of Other Data and Documents:* Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto;
2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings;
3. the contents of other Site-related documents made available to Contractor, such as record drawings from other projects at or adjacent to the Site, or Owner's archival documents concerning the Site; or
4. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information.

5.04 *Differing Subsurface or Physical Conditions*

- A. *Notice by Contractor:* If Contractor believes that any subsurface or physical condition that is uncovered or revealed at the Site:
1. is of such a nature as to establish that any Technical Data on which Contractor is entitled to rely as provided in Paragraph 5.03 is materially inaccurate;
 2. is of such a nature as to require a change in the Drawings or Specifications;
 3. differs materially from that shown or indicated in the Contract Documents; or
 4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.

- B. *Engineer's Review:* After receipt of written notice as required by the preceding paragraph, Engineer will promptly review the subsurface or physical condition in question; determine whether it is necessary for Owner to obtain additional exploration or tests with respect to the condition; conclude whether the condition falls within any one or more of the differing site condition categories in Paragraph 5.04.A; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and advise Owner in writing of Engineer's findings, conclusions, and recommendations.
- C. *Owner's Statement to Contractor Regarding Site Condition:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.
- D. *Early Resumption of Work:* If at any time Engineer determines that Work in connection with the subsurface or physical condition in question may resume prior to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the condition in question has been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.
- E. *Possible Price and Times Adjustments*
1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or decrease in

Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

- a. Such condition must fall within any one or more of the categories described in Paragraph 5.04.A;
 - b. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03; and,
 - c. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E.
2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times with respect to a subsurface or physical condition if:
- a. Contractor knew of the existence of such condition at the time Contractor made a commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract, or otherwise;
 - b. The existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas expressly required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such commitment; or
 - c. Contractor failed to give the written notice required by Paragraph 5.04.A.
3. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, then any such adjustment will be set forth in a Change Order.
4. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the subsurface or physical condition in question.
- F. *Underground Facilities; Hazardous Environmental Conditions:* Paragraph 5.05 governs rights and responsibilities regarding the presence or location of Underground Facilities. Paragraph 5.06 governs rights and responsibilities regarding Hazardous Environmental Conditions. The provisions of Paragraphs 5.03 and 5.04 are not applicable to the presence or location of Underground Facilities, or to Hazardous Environmental Conditions.

5.05 *Underground Facilities*

- A. *Contractor's Responsibilities:* Unless it is otherwise expressly provided in the Supplementary Conditions, the cost of all of the following are included in the Contract Price, and Contractor shall have full responsibility for:
1. reviewing and checking all information and data regarding existing Underground Facilities at the Site;
 2. complying with applicable state and local utility damage prevention Laws and Regulations;

3. verifying the actual location of those Underground Facilities shown or indicated in the Contract Documents as being within the area affected by the Work, by exposing such Underground Facilities during the course of construction;
 4. coordination of the Work with the owners (including Owner) of such Underground Facilities, during construction; and
 5. the safety and protection of all existing Underground Facilities at the Site, and repairing any damage thereto resulting from the Work.
- B. *Notice by Contractor:* If Contractor believes that an Underground Facility that is uncovered or revealed at the Site was not shown or indicated on the Drawings, or was not shown or indicated on the Drawings with reasonable accuracy, then Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing regarding such Underground Facility.
- C. *Engineer's Review:* Engineer will:
1. promptly review the Underground Facility and conclude whether such Underground Facility was not shown or indicated on the Drawings, or was not shown or indicated with reasonable accuracy;
 2. identify and communicate with the owner of the Underground Facility; prepare recommendations to Owner (and if necessary issue any preliminary instructions to Contractor) regarding the Contractor's resumption of Work in connection with the Underground Facility in question;
 3. obtain any pertinent cost or schedule information from Contractor; determine the extent, if any, to which a change is required in the Drawings or Specifications to reflect and document the consequences of the existence or location of the Underground Facility; and
 4. advise Owner in writing of Engineer's findings, conclusions, and recommendations.
- During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.
- D. *Owner's Statement to Contractor Regarding Underground Facility:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the Underground Facility in question addressing the resumption of Work in connection with such Underground Facility, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations in whole or in part.
- E. *Early Resumption of Work:* If at any time Engineer determines that Work in connection with the Underground Facility may resume prior to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the Underground Facility in question and conditions affected by its presence have been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.
- F. *Possible Price and Times Adjustments*
1. Contractor shall be entitled to an equitable adjustment in the Contract Price or Contract Times, to the extent that any existing Underground Facility at the Site that was not shown

or indicated on the Drawings, or was not shown or indicated with reasonable accuracy, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

- a. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03;
 - b. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E; and
 - c. Contractor gave the notice required in Paragraph 5.05.B.
2. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, then any such adjustment will be set forth in a Change Order.
 3. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the Underground Facility in question.
 4. The information and data shown or indicated on the Drawings with respect to existing Underground Facilities at the Site is based on information and data (a) furnished by the owners of such Underground Facilities, or by others, (b) obtained from available records, or (c) gathered in an investigation conducted in accordance with the current edition of ASCE 38, Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data, by the American Society of Civil Engineers. If such information or data is incorrect or incomplete, Contractor's remedies are limited to those set forth in this Paragraph 5.05.F.

5.06 *Hazardous Environmental Conditions at Site*

A. *Reports and Drawings:* The Supplementary Conditions identify:

1. those reports known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site;
2. drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site; and
3. Technical Data contained in such reports and drawings.

B. *Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely on the accuracy of the Technical Data as defined in Paragraph 1.01.A.46.b. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures

- of construction to be employed by Contractor, and safety precautions and programs incident thereto;
2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
 3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions or information.
- C. Contractor shall not be responsible for removing or remediating any Hazardous Environmental Condition encountered, uncovered, or revealed at the Site unless such removal or remediation is expressly identified in the Contract Documents to be within the scope of the Work.
- D. Contractor shall be responsible for controlling, containing, and duly removing all Constituents of Concern brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible, and for any associated costs; and for the costs of removing and remediating any Hazardous Environmental Condition created by the presence of any such Constituents of Concern.
- E. If Contractor encounters, uncovers, or reveals a Hazardous Environmental Condition whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, then Contractor shall immediately: (1) secure or otherwise isolate such condition; (2) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 7.15); and (3) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 5.06.F. If Contractor or anyone for whom Contractor is responsible created the Hazardous Environmental Condition in question, then Owner may remove and remediate the Hazardous Environmental Condition, and impose a set-off against payments to account for the associated costs.
- F. Contractor shall not resume Work in connection with such Hazardous Environmental Condition or in any affected area until after Owner has obtained any required permits related thereto, and delivered written notice to Contractor either (1) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (2) specifying any special conditions under which such Work may be resumed safely.
- G. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, as a result of such Work stoppage, such special conditions under which Work is agreed to be resumed by Contractor, or any costs or expenses incurred in response to the Hazardous Environmental Condition, then within 30 days of Owner's written notice regarding the resumption of Work, Contractor may submit a Change Proposal, or Owner may impose a set-off. Entitlement to any such adjustment is subject to the provisions of Paragraphs 4.05.D, 4.05.E, 11.07, and 11.08.
- H. If, after receipt of such written notice, Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special

conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work, following the contractual change procedures in Article 11. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 8.

- I. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition (1) was not shown or indicated in the Drawings, Specifications, or other Contract Documents, identified as Technical Data entitled to limited reliance pursuant to Paragraph 5.06.B, or identified in the Contract Documents to be included within the scope of the Work, and (2) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.I obligates Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- J. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the failure to control, contain, or remove a Constituent of Concern brought to the Site by Contractor or by anyone for whom Contractor is responsible, or to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.J obligates Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- K. The provisions of Paragraphs 5.03, 5.04, and 5.05 do not apply to the presence of Constituents of Concern or to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 6—BONDS AND INSURANCE

6.01 *Performance, Payment, and Other Bonds*

- A. Contractor shall furnish a performance bond and a payment bond, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of Contractor's obligations under the Contract. These bonds must remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 15.08, whichever is later, except as provided otherwise by Laws or Regulations, the terms of a prescribed bond form, the Supplementary Conditions, or other provisions of the Contract.
- B. Contractor shall also furnish such other bonds (if any) as are required by the Supplementary Conditions or other provisions of the Contract.
- C. All bonds must be in the form included in the Bidding Documents or otherwise specified by Owner prior to execution of the Contract, except as provided otherwise by Laws or

- Regulations, and must be issued and signed by a surety named in “Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies” as published in Department Circular 570 (as amended and supplemented) by the Bureau of the Fiscal Service, U.S. Department of the Treasury. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual’s authority to bind the surety. The evidence of authority must show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.
- D. Contractor shall obtain the required bonds from surety companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue bonds in the required amounts.
 - E. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or the surety ceases to meet the requirements above, then Contractor shall promptly notify Owner and Engineer in writing and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which must comply with the bond and surety requirements above.
 - F. If Contractor has failed to obtain a required bond, Owner may exclude the Contractor from the Site and exercise Owner’s termination rights under Article 16.
 - G. Upon request to Owner from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Owner shall provide a copy of the payment bond to such person or entity.
 - H. Upon request to Contractor from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Contractor shall provide a copy of the payment bond to such person or entity.

6.02 *Insurance—General Provisions*

- A. Owner and Contractor shall obtain and maintain insurance as required in this article and in the Supplementary Conditions.
- B. All insurance required by the Contract to be purchased and maintained by Owner or Contractor shall be obtained from insurance companies that are duly licensed or authorized in the state or jurisdiction in which the Project is located to issue insurance policies for the required limits and coverages. Unless a different standard is indicated in the Supplementary Conditions, all companies that provide insurance policies required under this Contract shall have an A.M. Best rating of A-VII or better.
- C. Alternative forms of insurance coverage, including but not limited to self-insurance and “Occupational Accident and Excess Employer’s Indemnity Policies,” are not sufficient to meet the insurance requirements of this Contract, unless expressly allowed in the Supplementary Conditions.
- D. Contractor shall deliver to Owner, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Contractor has obtained and is maintaining the policies and coverages required by the Contract. Upon request by Owner or any other insured, Contractor shall also furnish other evidence of such required insurance, including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, full disclosure of all relevant exclusions, and evidence of insurance required to be purchased and maintained by

- Subcontractors or Suppliers. In any documentation furnished under this provision, Contractor, Subcontractors, and Suppliers may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those applicable to this Contract.
- E. Owner shall deliver to Contractor, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Owner has obtained and is maintaining the policies and coverages required of Owner by the Contract (if any). Upon request by Contractor or any other insured, Owner shall also provide other evidence of such required insurance (if any), including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, and full disclosure of all relevant exclusions. In any documentation furnished under this provision, Owner may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those relevant to this Contract.
 - F. Failure of Owner or Contractor to demand such certificates or other evidence of the other party's full compliance with these insurance requirements, or failure of Owner or Contractor to identify a deficiency in compliance from the evidence provided, will not be construed as a waiver of the other party's obligation to obtain and maintain such insurance.
 - G. In addition to the liability insurance required to be provided by Contractor, the Owner, at Owner's option, may purchase and maintain Owner's own liability insurance. Owner's liability policies, if any, operate separately and independently from policies required to be provided by Contractor, and Contractor cannot rely upon Owner's liability policies for any of Contractor's obligations to the Owner, Engineer, or third parties.
 - H. Contractor shall require:
 - 1. Subcontractors to purchase and maintain worker's compensation, commercial general liability, and other insurance that is appropriate for their participation in the Project, and to name as additional insureds Owner and Engineer (and any other individuals or entities identified in the Supplementary Conditions as additional insureds on Contractor's liability policies) on each Subcontractor's commercial general liability insurance policy; and
 - 2. Suppliers to purchase and maintain insurance that is appropriate for their participation in the Project.
 - I. If either party does not purchase or maintain the insurance required of such party by the Contract, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage.
 - J. If Contractor has failed to obtain and maintain required insurance, Contractor's entitlement to enter or remain at the Site will end immediately, and Owner may impose an appropriate set-off against payment for any associated costs (including but not limited to the cost of purchasing necessary insurance coverage), and exercise Owner's termination rights under Article 16.
 - K. Without prejudice to any other right or remedy, if a party has failed to obtain required insurance, the other party may elect (but is in no way obligated) to obtain equivalent insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and the Contract Price will be adjusted accordingly.

- L. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor or Contractor's interests. Contractor is responsible for determining whether such coverage and limits are adequate to protect its interests, and for obtaining and maintaining any additional insurance that Contractor deems necessary.
- M. The insurance and insurance limits required herein will not be deemed as a limitation on Contractor's liability, or that of its Subcontractors or Suppliers, under the indemnities granted to Owner and other individuals and entities in the Contract or otherwise.
- N. All the policies of insurance required to be purchased and maintained under this Contract will contain a provision or endorsement that the coverage afforded will not be canceled, or renewal refused, until at least 10 days prior written notice has been given to the purchasing policyholder. Within three days of receipt of any such written notice, the purchasing policyholder shall provide a copy of the notice to each other insured and Engineer.

6.03 Contractor's Insurance

- A. *Required Insurance:* Contractor shall purchase and maintain Worker's Compensation, Commercial General Liability, and other insurance pursuant to the specific requirements of the Supplementary Conditions.
- B. *General Provisions:* The policies of insurance required by this Paragraph 6.03 as supplemented must:
 - 1. include at least the specific coverages required;
 - 2. be written for not less than the limits provided, or those required by Laws or Regulations, whichever is greater;
 - 3. remain in effect at least until the Work is complete (as set forth in Paragraph 15.06.D), and longer if expressly required elsewhere in this Contract, and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work as a warranty or correction obligation, or otherwise, or returning to the Site to conduct other tasks arising from the Contract;
 - 4. apply with respect to the performance of the Work, whether such performance is by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable; and
 - 5. include all necessary endorsements to support the stated requirements.
- C. *Additional Insureds:* The Contractor's commercial general liability, automobile liability, employer's liability, umbrella or excess, pollution liability, and unmanned aerial vehicle liability policies, if required by this Contract, must:
 - 1. include and list as additional insureds Owner and Engineer, and any individuals or entities identified as additional insureds in the Supplementary Conditions;
 - 2. include coverage for the respective officers, directors, members, partners, employees, and consultants of all such additional insureds;
 - 3. afford primary coverage to these additional insureds for all claims covered thereby (including as applicable those arising from both ongoing and completed operations);

4. not seek contribution from insurance maintained by the additional insured; and
5. as to commercial general liability insurance, apply to additional insureds with respect to liability caused in whole or in part by Contractor's acts or omissions, or the acts and omissions of those working on Contractor's behalf, in the performance of Contractor's operations.

6.04 *Builder's Risk and Other Property Insurance*

- A. *Builder's Risk*: Unless otherwise provided in the Supplementary Conditions, Contractor shall purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the Work's full insurable replacement cost (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). The specific requirements applicable to the builder's risk insurance are set forth in the Supplementary Conditions.
- B. *Property Insurance for Facilities of Owner Where Work Will Occur*: Owner is responsible for obtaining and maintaining property insurance covering each existing structure, building, or facility in which any part of the Work will occur, or to which any part of the Work will attach or be adjoined. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, providing coverage consistent with that required for the builder's risk insurance, and will be maintained until the Work is complete, as set forth in Paragraph 15.06.D.
- C. *Property Insurance for Substantially Complete Facilities*: Promptly after Substantial Completion, and before actual occupancy or use of the substantially completed Work, Owner will obtain property insurance for such substantially completed Work, and maintain such property insurance at least until the Work is complete, as set forth in Paragraph 15.06.D. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, and provide coverage consistent with that required for the builder's risk insurance. The builder's risk insurance may terminate upon written confirmation of Owner's procurement of such property insurance.
- D. *Partial Occupancy or Use by Owner*: If Owner will occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work, as provided in Paragraph 15.04, then Owner (directly, if it is the purchaser of the builder's risk policy, or through Contractor) will provide advance notice of such occupancy or use to the builder's risk insurer, and obtain an endorsement consenting to the continuation of coverage prior to commencing such partial occupancy or use.
- E. *Insurance of Other Property; Additional Insurance*: If the express insurance provisions of the Contract do not require or address the insurance of a property item or interest, then the entity or individual owning such property item will be responsible for insuring it. If Contractor elects to obtain other special insurance to be included in or supplement the builder's risk or property insurance policies provided under this Paragraph 6.04, it may do so at Contractor's expense.

6.05 *Property Losses; Subrogation*

- A. The builder's risk insurance policy purchased and maintained in accordance with Paragraph 6.04 (or an installation floater policy if authorized by the Supplementary Conditions), will contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds thereunder, or against

Engineer or its consultants, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors.

1. Owner and Contractor waive all rights against each other and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils, risks, or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Engineer, its consultants, all individuals or entities identified in the Supplementary Conditions as builder's risk or installation floater insureds, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, under such policies for losses and damages so caused.
 2. None of the above waivers extends to the rights that any party making such waiver may have to the proceeds of insurance held by Owner or Contractor as trustee or fiduciary, or otherwise payable under any policy so issued.
- B. Any property insurance policy maintained by Owner covering any loss, damage, or consequential loss to Owner's existing structures, buildings, or facilities in which any part of the Work will occur, or to which any part of the Work will attach or adjoin; to adjacent structures, buildings, or facilities of Owner; or to part or all of the completed or substantially completed Work, during partial occupancy or use pursuant to Paragraph 15.04, after Substantial Completion pursuant to Paragraph 15.03, or after final payment pursuant to Paragraph 15.06, will contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds thereunder, or against Contractor, Subcontractors, or Engineer, or the officers, directors, members, partners, employees, agents, consultants, or subcontractors of each and any of them, and that the insured is allowed to waive the insurer's rights of subrogation in a written contract executed prior to the loss, damage, or consequential loss.
1. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from fire or any of the perils, risks, or causes of loss covered by such policies.
- C. The waivers in this Paragraph 6.05 include the waiver of rights due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other insured peril, risk, or cause of loss.
- D. Contractor shall be responsible for assuring that each Subcontract contains provisions whereby the Subcontractor waives all rights against Owner, Contractor, all individuals or entities identified in the Supplementary Conditions as insureds, the Engineer and its consultants, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, relating to, or resulting from fire or other peril, risk, or cause of loss covered by builder's risk insurance, installation floater, and any other property insurance applicable to the Work.

6.06 *Receipt and Application of Property Insurance Proceeds*

- A. Any insured loss under the builder's risk and other policies of property insurance required by Paragraph 6.04 will be adjusted and settled with the named insured that purchased the policy. Such named insured shall act as fiduciary for the other insureds, and give notice to such other insureds that adjustment and settlement of a claim is in progress. Any other insured may state its position regarding a claim for insured loss in writing within 15 days after notice of such claim.
- B. Proceeds for such insured losses may be made payable by the insurer either jointly to multiple insureds, or to the named insured that purchased the policy in its own right and as fiduciary for other insureds, subject to the requirements of any applicable mortgage clause. A named insured receiving insurance proceeds under the builder's risk and other policies of insurance required by Paragraph 6.04 shall maintain such proceeds in a segregated account, and distribute such proceeds in accordance with such agreement as the parties in interest may reach, or as otherwise required under the dispute resolution provisions of this Contract or applicable Laws and Regulations.
- C. If no other special agreement is reached, Contractor shall repair or replace the damaged Work, using allocated insurance proceeds.

ARTICLE 7—CONTRACTOR'S RESPONSIBILITIES

7.01 *Contractor's Means and Methods of Construction*

- A. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.
- B. If the Contract Documents note, or Contractor determines, that professional engineering or other design services are needed to carry out Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures, or for Site safety, then Contractor shall cause such services to be provided by a properly licensed design professional, at Contractor's expense. Such services are not Owner-delegated professional design services under this Contract, and neither Owner nor Engineer has any responsibility with respect to (1) Contractor's determination of the need for such services, (2) the qualifications or licensing of the design professionals retained or employed by Contractor, (3) the performance of such services, or (4) any errors, omissions, or defects in such services.

7.02 *Supervision and Superintendence*

- A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents.
- B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who will not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

7.03 *Labor; Working Hours*

- A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall maintain good discipline and order at the Site.

- B. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of Contractor's employees; of Suppliers and Subcontractors, and their employees; and of any other individuals or entities performing or furnishing any of the Work, just as Contractor is responsible for Contractor's own acts and omissions.
- C. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site will be performed during regular working hours, Monday through Friday. Contractor will not perform Work on a Saturday, Sunday, or any legal holiday. Contractor may perform Work outside regular working hours or on Saturdays, Sundays, or legal holidays only with Owner's written consent, which will not be unreasonably withheld.

7.04 *Services, Materials, and Equipment*

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.
- B. All materials and equipment incorporated into the Work must be new and of good quality, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications will expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.
- C. All materials and equipment must be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

7.05 *"Or Equals"*

- A. *Contractor's Request; Governing Criteria:* Whenever an item of equipment or material is specified or described in the Contract Documents by using the names of one or more proprietary items or specific Suppliers, the Contract Price has been based upon Contractor furnishing such item as specified. The specification or description of such an item is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or equal" item is permitted, Contractor may request that Engineer authorize the use of other items of equipment or material, or items from other proposed Suppliers, under the circumstances described below.
 - 1. If Engineer in its sole discretion determines that an item of equipment or material proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, Engineer will deem it an "or equal" item. For the purposes of this paragraph, a proposed item of equipment or material will be considered functionally equal to an item so named if:
 - a. in the exercise of reasonable judgment Engineer determines that the proposed item:
 - 1) is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;

- 2) will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;
 - 3) has a proven record of performance and availability of responsive service; and
 - 4) is not objectionable to Owner.
- b. Contractor certifies that, if the proposed item is approved and incorporated into the Work:
- 1) there will be no increase in cost to the Owner or increase in Contract Times; and
 - 2) the item will conform substantially to the detailed requirements of the item named in the Contract Documents.
- B. *Contractor's Expense:* Contractor shall provide all data in support of any proposed "or equal" item at Contractor's expense.
- C. *Engineer's Evaluation and Determination:* Engineer will be allowed a reasonable time to evaluate each "or-equal" request. Engineer may require Contractor to furnish additional data about the proposed "or-equal" item. Engineer will be the sole judge of acceptability. No "or-equal" item will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an "or-equal," which will be evidenced by an approved Shop Drawing or other written communication. Engineer will advise Contractor in writing of any negative determination.
- D. *Effect of Engineer's Determination:* Neither approval nor denial of an "or-equal" request will result in any change in Contract Price. The Engineer's denial of an "or-equal" request will be final and binding, and may not be reversed through an appeal under any provision of the Contract.
- E. *Treatment as a Substitution Request:* If Engineer determines that an item of equipment or material proposed by Contractor does not qualify as an "or-equal" item, Contractor may request that Engineer consider the item a proposed substitute pursuant to Paragraph 7.06.

7.06 Substitutes

- A. *Contractor's Request; Governing Criteria:* Unless the specification or description of an item of equipment or material required to be furnished under the Contract Documents contains or is followed by words reading that no substitution is permitted, Contractor may request that Engineer authorize the use of other items of equipment or material under the circumstances described below. To the extent possible such requests must be made before commencement of related construction at the Site.
1. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is functionally equivalent to that named and an acceptable substitute therefor. Engineer will not accept requests for review of proposed substitute items of equipment or material from anyone other than Contractor.
 2. The requirements for review by Engineer will be as set forth in Paragraph 7.06.B, as supplemented by the Specifications, and as Engineer may decide is appropriate under the circumstances.

3. Contractor shall make written application to Engineer for review of a proposed substitute item of equipment or material that Contractor seeks to furnish or use. The application:
 - a. will certify that the proposed substitute item will:
 - 1) perform adequately the functions and achieve the results called for by the general design;
 - 2) be similar in substance to the item specified; and
 - 3) be suited to the same use as the item specified.
 - b. will state:
 - 1) the extent, if any, to which the use of the proposed substitute item will necessitate a change in Contract Times;
 - 2) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item; and
 - 3) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty.
 - c. will identify:
 - 1) all variations of the proposed substitute item from the item specified; and
 - 2) available engineering, sales, maintenance, repair, and replacement services.
 - d. will contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including but not limited to changes in Contract Price, shared savings, costs of redesign, and claims of other contractors affected by any resulting change.
- B. *Engineer's Evaluation and Determination:* Engineer will be allowed a reasonable time to evaluate each substitute request, and to obtain comments and direction from Owner. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No substitute will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an acceptable substitute. Engineer's determination will be evidenced by a Field Order or a proposed Change Order accounting for the substitution itself and all related impacts, including changes in Contract Price or Contract Times. Engineer will advise Contractor in writing of any negative determination.
- C. *Special Guarantee:* Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.
- D. *Reimbursement of Engineer's Cost:* Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.

- E. *Contractor's Expense*: Contractor shall provide all data in support of any proposed substitute at Contractor's expense.
- F. *Effect of Engineer's Determination*: If Engineer approves the substitution request, Contractor shall execute the proposed Change Order and proceed with the substitution. The Engineer's denial of a substitution request will be final and binding, and may not be reversed through an appeal under any provision of the Contract. Contractor may challenge the scope of reimbursement costs imposed under Paragraph 7.06.D, by timely submittal of a Change Proposal.

7.07 *Concerning Subcontractors and Suppliers*

- A. Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work. Such Subcontractors and Suppliers must be acceptable to Owner. The Contractor's retention of a Subcontractor or Supplier for the performance of parts of the Work will not relieve Contractor's obligation to Owner to perform and complete the Work in accordance with the Contract Documents.
- B. Contractor shall retain specific Subcontractors and Suppliers for the performance of designated parts of the Work if required by the Contract to do so.
- C. Subsequent to the submittal of Contractor's Bid or final negotiation of the terms of the Contract, Owner may not require Contractor to retain any Subcontractor or Supplier to furnish or perform any of the Work against which Contractor has reasonable objection.
- D. Prior to entry into any binding subcontract or purchase order, Contractor shall submit to Owner the identity of the proposed Subcontractor or Supplier (unless Owner has already deemed such proposed Subcontractor or Supplier acceptable during the bidding process or otherwise). Such proposed Subcontractor or Supplier shall be deemed acceptable to Owner unless Owner raises a substantive, reasonable objection within 5 days.
- E. Owner may require the replacement of any Subcontractor or Supplier. Owner also may require Contractor to retain specific replacements; provided, however, that Owner may not require a replacement to which Contractor has a reasonable objection. If Contractor has submitted the identity of certain Subcontractors or Suppliers for acceptance by Owner, and Owner has accepted it (either in writing or by failing to make written objection thereto), then Owner may subsequently revoke the acceptance of any such Subcontractor or Supplier so identified solely on the basis of substantive, reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor or Supplier.
- F. If Owner requires the replacement of any Subcontractor or Supplier retained by Contractor to perform any part of the Work, then Contractor shall be entitled to an adjustment in Contract Price or Contract Times, with respect to the replacement; and Contractor shall initiate a Change Proposal for such adjustment within 30 days of Owner's requirement of replacement.
- G. No acceptance by Owner of any such Subcontractor or Supplier, whether initially or as a replacement, will constitute a waiver of the right of Owner to the completion of the Work in accordance with the Contract Documents.

- H. On a monthly basis, Contractor shall submit to Engineer a complete list of all Subcontractors and Suppliers having a direct contract with Contractor, and of all other Subcontractors and Suppliers known to Contractor at the time of submittal.
- I. Contractor shall be solely responsible for scheduling and coordinating the work of Subcontractors and Suppliers.
- J. The divisions and sections of the Specifications and the identifications of any Drawings do not control Contractor in dividing the Work among Subcontractors or Suppliers, or in delineating the Work to be performed by any specific trade.
- K. All Work performed for Contractor by a Subcontractor or Supplier must be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract for the benefit of Owner and Engineer.
- L. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor for Work performed for Contractor by the Subcontractor or Supplier.
- M. Contractor shall restrict all Subcontractors and Suppliers from communicating with Engineer or Owner, except through Contractor or in case of an emergency, or as otherwise expressly allowed in this Contract.

7.08 *Patent Fees and Royalties*

- A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If an invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights will be disclosed in the Contract Documents.
- B. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, employees, agents, consultants, and subcontractors, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device specified in the Contract Documents, but not identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.
- C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

7.09 *Permits*

- A. Unless otherwise provided in the Contract Documents, Contractor shall obtain and pay for all construction permits, licenses, and certificates of occupancy. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of the submission of Contractor's Bid (or when Contractor became bound under a negotiated contract). Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

7.10 *Taxes*

- A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

7.11 *Laws and Regulations*

- A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. If Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work or other action. It is not Contractor's responsibility to make certain that the Work described in the Contract Documents is in accordance with Laws and Regulations, but this does not relieve Contractor of its obligations under Paragraph 3.03.
- C. Owner or Contractor may give written notice to the other party of any changes after the submission of Contractor's Bid (or after the date when Contractor became bound under a negotiated contract) in Laws or Regulations having an effect on the cost or time of performance of the Work, including but not limited to changes in Laws or Regulations having an effect on procuring permits and on sales, use, value-added, consumption, and other similar taxes. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times resulting from such changes, then within 30 days of such written notice Contractor may submit a Change Proposal, or Owner may initiate a Claim.

7.12 *Record Documents*

- A. Contractor shall maintain in a safe place at the Site one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications, and approved Shop Drawings. Contractor shall keep such record documents in good order and annotate them to show changes made during construction. These record documents, together with all approved Samples, will be available to Engineer for reference. Upon completion of the Work, Contractor shall deliver these record documents to Engineer.

7.13 *Safety and Protection*

- A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations.
- B. Contractor shall designate a qualified and experienced safety representative whose duties and responsibilities are the prevention of Work-related accidents and the maintenance and supervision of safety precautions and programs.
- C. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
 - 1. all persons on the Site or who may be affected by the Work;
 - 2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
 - 3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- D. All damage, injury, or loss to any property referred to in Paragraph 7.13.C.2 or 7.13.C.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).
- E. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection.
- F. Contractor shall notify Owner; the owners of adjacent property; the owners of Underground Facilities and other utilities (if the identity of such owners is known to Contractor); and other contractors and utility owners performing work at or adjacent to the Site, in writing, when Contractor knows that prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.
- G. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. Any Owner's safety programs that are applicable to the Work are identified or included in the Supplementary Conditions or Specifications.
- H. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.

- I. Contractor's duties and responsibilities for safety and protection will continue until all the Work is completed, Engineer has issued a written notice to Owner and Contractor in accordance with Paragraph 15.06.C that the Work is acceptable, and Contractor has left the Site (except as otherwise expressly provided in connection with Substantial Completion).
- J. Contractor's duties and responsibilities for safety and protection will resume whenever Contractor or any Subcontractor or Supplier returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

7.14 *Hazard Communication Programs*

- A. Contractor shall be responsible for coordinating any exchange of safety data sheets (formerly known as material safety data sheets) or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

7.15 *Emergencies*

- A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused by an emergency, or are required as a result of Contractor's response to an emergency. If Engineer determines that a change in the Contract Documents is required because of an emergency or Contractor's response, a Work Change Directive or Change Order will be issued.

7.16 *Submittals*

A. *Shop Drawing and Sample Requirements*

- 1. Before submitting a Shop Drawing or Sample, Contractor shall:
 - a. review and coordinate the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;
 - b. determine and verify:
 - 1) all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect to the Submittal;
 - 2) the suitability of all materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and
 - 3) all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto;
 - c. confirm that the Submittal is complete with respect to all related data included in the Submittal.
- 2. Each Shop Drawing or Sample must bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that Submittal, and that Contractor approves the Submittal.

3. With each Shop Drawing or Sample, Contractor shall give Engineer specific written notice of any variations that the Submittal may have from the requirements of the Contract Documents. This notice must be set forth in a written communication separate from the Submittal; and, in addition, in the case of a Shop Drawing by a specific notation made on the Shop Drawing itself.
- B. *Submittal Procedures for Shop Drawings and Samples:* Contractor shall label and submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals.
1. *Shop Drawings*
 - a. Contractor shall submit the number of copies required in the Specifications.
 - b. Data shown on the Shop Drawings must be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide, and to enable Engineer to review the information for the limited purposes required by Paragraph 7.16.C.
 2. *Samples*
 - a. Contractor shall submit the number of Samples required in the Specifications.
 - b. Contractor shall clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the Submittal for the limited purposes required by Paragraph 7.16.C.
 3. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.
- C. *Engineer's Review of Shop Drawings and Samples*
1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the accepted Schedule of Submittals. Engineer's review and approval will be only to determine if the items covered by the Submittals will, after installation or incorporation in the Work, comply with the requirements of the Contract Documents, and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
 2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction, or to safety precautions or programs incident thereto.
 3. Engineer's review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
 4. Engineer's review and approval of a Shop Drawing or Sample will not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 7.16.A.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer will

document any such approved variation from the requirements of the Contract Documents in a Field Order or other appropriate Contract modification.

5. Engineer's review and approval of a Shop Drawing or Sample will not relieve Contractor from responsibility for complying with the requirements of Paragraphs 7.16.A and B.
6. Engineer's review and approval of a Shop Drawing or Sample, or of a variation from the requirements of the Contract Documents, will not, under any circumstances, change the Contract Times or Contract Price, unless such changes are included in a Change Order.
7. Neither Engineer's receipt, review, acceptance, or approval of a Shop Drawing or Sample will result in such item becoming a Contract Document.
8. Contractor shall perform the Work in compliance with the requirements and commitments set forth in approved Shop Drawings and Samples, subject to the provisions of Paragraph 7.16.C.4.

D. Resubmittal Procedures for Shop Drawings and Samples

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous Submittals.
2. Contractor shall furnish required Shop Drawing and Sample submittals with sufficient information and accuracy to obtain required approval of an item with no more than two resubmittals. Engineer will record Engineer's time for reviewing a third or subsequent resubmittal of a Shop Drawing or Sample, and Contractor shall be responsible for Engineer's charges to Owner for such time. Owner may impose a set-off against payments due Contractor to secure reimbursement for such charges.
3. If Contractor requests a change of a previously approved Shop Drawing or Sample, Contractor shall be responsible for Engineer's charges to Owner for its review time, and Owner may impose a set-off against payments due Contractor to secure reimbursement for such charges, unless the need for such change is beyond the control of Contractor.

E. Submittals Other than Shop Drawings, Samples, and Owner-Delegated Designs

1. The following provisions apply to all Submittals other than Shop Drawings, Samples, and Owner-delegated designs:
 - a. Contractor shall submit all such Submittals to the Engineer in accordance with the Schedule of Submittals and pursuant to the applicable terms of the Contract Documents.
 - b. Engineer will provide timely review of all such Submittals in accordance with the Schedule of Submittals and return such Submittals with a notation of either Accepted or Not Accepted. Any such Submittal that is not returned within the time established in the Schedule of Submittals will be deemed accepted.
 - c. Engineer's review will be only to determine if the Submittal is acceptable under the requirements of the Contract Documents as to general form and content of the Submittal.

- d. If any such Submittal is not accepted, Contractor shall confer with Engineer regarding the reason for the non-acceptance, and resubmit an acceptable document.
 2. Procedures for the submittal and acceptance of the Progress Schedule, the Schedule of Submittals, and the Schedule of Values are set forth in Paragraphs 2.03, 2.04, and 2.05.
- F. Owner-delegated Designs: Submittals pursuant to Owner-delegated designs are governed by the provisions of Paragraph 7.19.

7.17 *Contractor's General Warranty and Guarantee*

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer is entitled to rely on Contractor's warranty and guarantee.
- B. Owner's rights under this warranty and guarantee are in addition to, and are not limited by, Owner's rights under the correction period provisions of Paragraph 15.08. The time in which Owner may enforce its warranty and guarantee rights under this Paragraph 7.17 is limited only by applicable Laws and Regulations restricting actions to enforce such rights; provided, however, that after the end of the correction period under Paragraph 15.08:
1. Owner shall give Contractor written notice of any defective Work within 60 days of the discovery that such Work is defective; and
 2. Such notice will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the notice.
- C. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:
1. abuse, or improper modification, maintenance, or operation, by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or
 2. normal wear and tear under normal usage.
- D. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents is absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents, a release of Contractor's obligation to perform the Work in accordance with the Contract Documents, or a release of Owner's warranty and guarantee rights under this Paragraph 7.17:
1. Observations by Engineer;
 2. Recommendation by Engineer or payment by Owner of any progress or final payment;
 3. The issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;
 4. Use or occupancy of the Work or any part thereof by Owner;
 5. Any review and approval of a Shop Drawing or Sample submittal;
 6. The issuance of a notice of acceptability by Engineer;
 7. The end of the correction period established in Paragraph 15.08;
 8. Any inspection, test, or approval by others; or

9. Any correction of defective Work by Owner.
- E. If the Contract requires the Contractor to accept the assignment of a contract entered into by Owner, then the specific warranties, guarantees, and correction obligations contained in the assigned contract will govern with respect to Contractor's performance obligations to Owner for the Work described in the assigned contract.

7.18 *Indemnification*

- A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from losses, damages, costs, and judgments (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising from third-party claims or actions relating to or resulting from the performance or furnishing of the Work, provided that any such claim, action, loss, cost, judgment or damage is attributable to bodily injury, sickness, disease, or death, or to damage to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable.
- B. In any and all claims against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 7.18.A will not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

7.19 *Delegation of Professional Design Services*

- A. Owner may require Contractor to provide professional design services for a portion of the Work by express delegation in the Contract Documents. Such delegation will specify the performance and design criteria that such services must satisfy, and the Submittals that Contractor must furnish to Engineer with respect to the Owner-delegated design.
- B. Contractor shall cause such Owner-delegated professional design services to be provided pursuant to the professional standard of care by a properly licensed design professional, whose signature and seal must appear on all drawings, calculations, specifications, certifications, and Submittals prepared by such design professional. Such design professional must issue all certifications of design required by Laws and Regulations.
- C. If a Shop Drawing or other Submittal related to the Owner-delegated design is prepared by Contractor, a Subcontractor, or others for submittal to Engineer, then such Shop Drawing or other Submittal must bear the written approval of Contractor's design professional when submitted by Contractor to Engineer.

- D. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, and approvals performed or provided by the design professionals retained or employed by Contractor under an Owner-delegated design, subject to the professional standard of care and the performance and design criteria stated in the Contract Documents.
- E. Pursuant to this Paragraph 7.19, Engineer's review, approval, and other determinations regarding design drawings, calculations, specifications, certifications, and other Submittals furnished by Contractor pursuant to an Owner-delegated design will be only for the following limited purposes:
 - 1. Checking for conformance with the requirements of this Paragraph 7.19;
 - 2. Confirming that Contractor (through its design professionals) has used the performance and design criteria specified in the Contract Documents; and
 - 3. Establishing that the design furnished by Contractor is consistent with the design concept expressed in the Contract Documents.
- F. Contractor shall not be responsible for the adequacy of performance or design criteria specified by Owner or Engineer.
- G. Contractor is not required to provide professional services in violation of applicable Laws and Regulations.

ARTICLE 8—OTHER WORK AT THE SITE

8.01 *Other Work*

- A. In addition to and apart from the Work under the Contract Documents, the Owner may perform other work at or adjacent to the Site. Such other work may be performed by Owner's employees, or through contracts between the Owner and third parties. Owner may also arrange to have third-party utility owners perform work on their utilities and facilities at or adjacent to the Site.
- B. If Owner performs other work at or adjacent to the Site with Owner's employees, or through contracts for such other work, then Owner shall give Contractor written notice thereof prior to starting any such other work. If Owner has advance information regarding the start of any third-party utility work that Owner has arranged to take place at or adjacent to the Site, Owner shall provide such information to Contractor.
- C. Contractor shall afford proper and safe access to the Site to each contractor that performs such other work, each utility owner performing other work, and Owner, if Owner is performing other work with Owner's employees, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work.
- D. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected.

- E. If the proper execution or results of any part of Contractor's Work depends upon work performed by others, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.
- F. The provisions of this article are not applicable to work that is performed by third-party utilities or other third-party entities without a contract with Owner, or that is performed without having been arranged by Owner. If such work occurs, then any related delay, disruption, or interference incurred by Contractor is governed by the provisions of Paragraph 4.05.C.3.

8.02 *Coordination*

- A. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, to perform other work at or adjacent to the Site with Owner's employees, or to arrange to have utility owners perform work at or adjacent to the Site, the following will be set forth in the Supplementary Conditions or provided to Contractor prior to the start of any such other work:
 - 1. The identity of the individual or entity that will have authority and responsibility for coordination of the activities among the various contractors;
 - 2. An itemization of the specific matters to be covered by such authority and responsibility; and
 - 3. The extent of such authority and responsibilities.
- B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

8.03 *Legal Relationships*

- A. If, in the course of performing other work for Owner at or adjacent to the Site, the Owner's employees, any other contractor working for Owner, or any utility owner that Owner has arranged to perform work, causes damage to the Work or to the property of Contractor or its Subcontractors, or delays, disrupts, interferes with, or increases the scope or cost of the performance of the Work, through actions or inaction, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times. Contractor must submit any Change Proposal seeking an equitable adjustment in the Contract Price or the Contract Times under this paragraph within 30 days of the damaging, delaying, disrupting, or interfering event. The entitlement to, and extent of, any such equitable adjustment will take into account information (if any) regarding such other work that was provided to Contractor in the Contract Documents prior to the submittal of the Bid or the final negotiation of the terms of the Contract, and any remedies available to Contractor under Laws or Regulations concerning utility action or inaction. When applicable, any such equitable adjustment in Contract Price will be conditioned on Contractor assigning to Owner all Contractor's rights against such other contractor or utility owner with respect to the damage, delay, disruption, or interference that is the subject of the adjustment. Contractor's entitlement to an adjustment of the Contract Times or Contract Price is subject to the provisions of Paragraphs 4.05.D and 4.05.E.

- B. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site.
 - 1. If Contractor fails to take such measures and as a result damages, delays, disrupts, or interferes with the work of any such other contractor or utility owner, then Owner may impose a set-off against payments due Contractor, and assign to such other contractor or utility owner the Owner's contractual rights against Contractor with respect to the breach of the obligations set forth in this Paragraph 8.03.B.
 - 2. When Owner is performing other work at or adjacent to the Site with Owner's employees, Contractor shall be liable to Owner for damage to such other work, and for the reasonable direct delay, disruption, and interference costs incurred by Owner as a result of Contractor's failure to take reasonable and customary measures with respect to Owner's other work. In response to such damage, delay, disruption, or interference, Owner may impose a set-off against payments due Contractor.
- C. If Contractor damages, delays, disrupts, or interferes with the work of any other contractor, or any utility owner performing other work at or adjacent to the Site, through Contractor's failure to take reasonable and customary measures to avoid such impacts, or if any claim arising out of Contractor's actions, inactions, or negligence in performance of the Work at or adjacent to the Site is made by any such other contractor or utility owner against Contractor, Owner, or Engineer, then Contractor shall (1) promptly attempt to settle the claim as to all parties through negotiations with such other contractor or utility owner, or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law, and (2) indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claims, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such damage, delay, disruption, or interference.

ARTICLE 9—OWNER'S RESPONSIBILITIES

9.01 *Communications to Contractor*

- A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

9.02 *Replacement of Engineer*

- A. Owner may at its discretion appoint an engineer to replace Engineer, provided Contractor makes no reasonable objection to the replacement engineer. The replacement engineer's status under the Contract Documents will be that of the former Engineer.

9.03 *Furnish Data*

- A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

9.04 *Pay When Due*

- A. Owner shall make payments to Contractor when they are due as provided in the Agreement.

9.05 *Lands and Easements; Reports, Tests, and Drawings*

- A. Owner's duties with respect to providing lands and easements are set forth in Paragraph 5.01.
- B. Owner's duties with respect to providing engineering surveys to establish reference points are set forth in Paragraph 4.03.
- C. Article 5 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of conditions at the Site, and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

9.06 *Insurance*

- A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 6.

9.07 *Change Orders*

- A. Owner's responsibilities with respect to Change Orders are set forth in Article 11.

9.08 *Inspections, Tests, and Approvals*

- A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 14.02.B.

9.09 *Limitations on Owner's Responsibilities*

- A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

9.10 *Undisclosed Hazardous Environmental Condition*

- A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 5.06.

9.11 *Evidence of Financial Arrangements*

- A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract (including obligations under proposed changes in the Work).

9.12 *Safety Programs*

- A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.
- B. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

ARTICLE 10—ENGINEER'S STATUS DURING CONSTRUCTION

10.01 *Owner's Representative*

- A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract.

10.02 *Visits to Site*

- A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe, as an experienced and qualified design professional, the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.
- B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 10.07. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

10.03 *Resident Project Representative*

- A. If Owner and Engineer have agreed that Engineer will furnish a Resident Project Representative to represent Engineer at the Site and assist Engineer in observing the progress and quality of the Work, then the authority and responsibilities of any such Resident Project Representative will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in the Supplementary Conditions and in Paragraph 10.07.
- B. If Owner designates an individual or entity who is not Engineer's consultant, agent, or employee to represent Owner at the Site, then the responsibilities and authority of such individual or entity will be as provided in the Supplementary Conditions.

10.04 *Engineer's Authority*

- A. Engineer has the authority to reject Work in accordance with Article 14.
- B. Engineer's authority as to Submittals is set forth in Paragraph 7.16.
- C. Engineer's authority as to design drawings, calculations, specifications, certifications and other Submittals from Contractor in response to Owner's delegation (if any) to Contractor of professional design services, is set forth in Paragraph 7.19.
- D. Engineer's authority as to changes in the Work is set forth in Article 11.

E. Engineer's authority as to Applications for Payment is set forth in Article 15.

10.05 *Determinations for Unit Price Work*

A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor as set forth in Paragraph 13.03.

10.06 *Decisions on Requirements of Contract Documents and Acceptability of Work*

A. Engineer will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth herein for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

10.07 *Limitations on Engineer's Authority and Responsibilities*

A. Neither Engineer's authority or responsibility under this Article 10 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, will create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.

D. Engineer's review of the final Application for Payment and accompanying documentation, and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Contractor under Paragraph 15.06.A, will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals, that the results certified indicate compliance with the Contract Documents.

E. The limitations upon authority and responsibility set forth in this Paragraph 10.07 also apply to the Resident Project Representative, if any.

10.08 *Compliance with Safety Program*

A. While at the Site, Engineer's employees and representatives will comply with the specific applicable requirements of Owner's and Contractor's safety programs of which Engineer has been informed.

ARTICLE 11—CHANGES TO THE CONTRACT

11.01 *Amending and Supplementing the Contract*

- A. The Contract may be amended or supplemented by a Change Order, a Work Change Directive, or a Field Order.
- B. If an amendment or supplement to the Contract includes a change in the Contract Price or the Contract Times, such amendment or supplement must be set forth in a Change Order.
- C. All changes to the Contract that involve (1) the performance or acceptability of the Work, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, must be supported by Engineer's recommendation. Owner and Contractor may amend other terms and conditions of the Contract without the recommendation of the Engineer.

11.02 *Change Orders*

- A. Owner and Contractor shall execute appropriate Change Orders covering:
 - 1. Changes in Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;
 - 2. Changes in Contract Price resulting from an Owner set-off, unless Contractor has duly contested such set-off;
 - 3. Changes in the Work which are: (a) ordered by Owner pursuant to Paragraph 11.05, (b) required because of Owner's acceptance of defective Work under Paragraph 14.04 or Owner's correction of defective Work under Paragraph 14.07, or (c) agreed to by the parties, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters; and
 - 4. Changes that embody the substance of any final and binding results under: Paragraph 11.03.B, resolving the impact of a Work Change Directive; Paragraph 11.09, concerning Change Proposals; Article 12, Claims; Paragraph 13.02.D, final adjustments resulting from allowances; Paragraph 13.03.D, final adjustments relating to determination of quantities for Unit Price Work; and similar provisions.
- B. If Owner or Contractor refuses to execute a Change Order that is required to be executed under the terms of Paragraph 11.02.A, it will be deemed to be of full force and effect, as if fully executed.

11.03 *Work Change Directives*

- A. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the modification ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's effect, if any, on the Contract Price and Contract Times; or, if negotiations are unsuccessful, by a determination under the terms of the Contract Documents governing adjustments, expressly including Paragraph 11.07 regarding change of Contract Price.

- B. If Owner has issued a Work Change Directive and:
 - 1. Contractor believes that an adjustment in Contract Times or Contract Price is necessary, then Contractor shall submit any Change Proposal seeking such an adjustment no later than 30 days after the completion of the Work set out in the Work Change Directive.
 - 2. Owner believes that an adjustment in Contract Times or Contract Price is necessary, then Owner shall submit any Claim seeking such an adjustment no later than 60 days after issuance of the Work Change Directive.

11.04 *Field Orders*

- A. Engineer may authorize minor changes in the Work if the changes do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such changes will be accomplished by a Field Order and will be binding on Owner and also on Contractor, which shall perform the Work involved promptly.
- B. If Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, then before proceeding with the Work at issue, Contractor shall submit a Change Proposal as provided herein.

11.05 *Owner-Authorized Changes in the Work*

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work. Changes involving the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters will be supported by Engineer's recommendation.
- B. Such changes in the Work may be accomplished by a Change Order, if Owner and Contractor have agreed as to the effect, if any, of the changes on Contract Times or Contract Price; or by a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved; or, in the case of a deletion in the Work, promptly cease construction activities with respect to such deleted Work. Added or revised Work must be performed under the applicable conditions of the Contract Documents.
- C. Nothing in this Paragraph 11.05 obligates Contractor to undertake work that Contractor reasonably concludes cannot be performed in a manner consistent with Contractor's safety obligations under the Contract Documents or Laws and Regulations.

11.06 *Unauthorized Changes in the Work*

- A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents, as amended, modified, or supplemented, except in the case of an emergency as provided in Paragraph 7.15 or in the case of uncovering Work as provided in Paragraph 14.05.C.2.

11.07 *Change of Contract Price*

- A. The Contract Price may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Price must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment of Contract Price must comply with the provisions of Article 12.
- B. An adjustment in the Contract Price will be determined as follows:

1. Where the Work involved is covered by unit prices contained in the Contract Documents, then by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 13.03);
 2. Where the Work involved is not covered by unit prices contained in the Contract Documents, then by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.07.C.2); or
 3. Where the Work involved is not covered by unit prices contained in the Contract Documents and the parties do not reach mutual agreement to a lump sum, then on the basis of the Cost of the Work (determined as provided in Paragraph 13.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 11.07.C).
- C. *Contractor's Fee*: When applicable, the Contractor's fee for overhead and profit will be determined as follows:
1. A mutually acceptable fixed fee; or
 2. If a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
 - a. For costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2, the Contractor's fee will be 15 percent;
 - b. For costs incurred under Paragraph 13.01.B.3, the Contractor's fee will be 5 percent;
 - c. Where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 11.07.C.2.a and 11.07.C.2.b is that the Contractor's fee will be based on: (1) a fee of 15 percent of the costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2 by the Subcontractor that actually performs the Work, at whatever tier, and (2) with respect to Contractor itself and to any Subcontractors of a tier higher than that of the Subcontractor that actually performs the Work, a fee of 5 percent of the amount (fee plus underlying costs incurred) attributable to the next lower tier Subcontractor; provided, however, that for any such subcontracted Work the maximum total fee to be paid by Owner will be no greater than 27 percent of the costs incurred by the Subcontractor that actually performs the Work;
 - d. No fee will be payable on the basis of costs itemized under Paragraphs 13.01.B.4, 13.01.B.5, and 13.01.C;
 - e. The amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in Cost of the Work will be the amount of the actual net decrease in Cost of the Work and a deduction of an additional amount equal to 5 percent of such actual net decrease in Cost of the Work; and
 - f. When both additions and credits are involved in any one change or Change Proposal, the adjustment in Contractor's fee will be computed by determining the sum of the costs in each of the cost categories in Paragraph 13.01.B (specifically, payroll costs, Paragraph 13.01.B.1; incorporated materials and equipment costs, Paragraph 13.01.B.2; Subcontract costs, Paragraph 13.01.B.3; special consultants costs, Paragraph 13.01.B.4; and other costs, Paragraph 13.01.B.5) and applying to each such cost category sum the appropriate fee from Paragraphs 11.07.C.2.a through 11.07.C.2.e, inclusive.

11.08 *Change of Contract Times*

- A. The Contract Times may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Times must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment in the Contract Times must comply with the provisions of Article 12.
- B. Delay, disruption, and interference in the Work, and any related changes in Contract Times, are addressed in and governed by Paragraph 4.05.

11.09 *Change Proposals*

- A. *Purpose and Content:* Contractor shall submit a Change Proposal to Engineer to request an adjustment in the Contract Times or Contract Price; contest an initial decision by Engineer concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; challenge a set-off against payment due; or seek other relief under the Contract. The Change Proposal will specify any proposed change in Contract Times or Contract Price, or other proposed relief, and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents. Each Change Proposal will address only one issue, or a set of closely related issues.

B. *Change Proposal Procedures*

1. *Submittal:* Contractor shall submit each Change Proposal to Engineer within 30 days after the start of the event giving rise thereto, or after such initial decision.
2. *Supporting Data:* The Contractor shall submit supporting data, including the proposed change in Contract Price or Contract Time (if any), to the Engineer and Owner within 15 days after the submittal of the Change Proposal.
 - a. Change Proposals based on or related to delay, interruption, or interference must comply with the provisions of Paragraphs 4.05.D and 4.05.E.
 - b. Change proposals related to a change of Contract Price must include full and detailed accounts of materials incorporated into the Work and labor and equipment used for the subject Work.

The supporting data must be accompanied by a written statement that the supporting data are accurate and complete, and that any requested time or price adjustment is the entire adjustment to which Contractor believes it is entitled as a result of said event.

3. *Engineer's Initial Review:* Engineer will advise Owner regarding the Change Proposal, and consider any comments or response from Owner regarding the Change Proposal. If in its discretion Engineer concludes that additional supporting data is needed before conducting a full review and making a decision regarding the Change Proposal, then Engineer may request that Contractor submit such additional supporting data by a date specified by Engineer, prior to Engineer beginning its full review of the Change Proposal.
4. *Engineer's Full Review and Action on the Change Proposal:* Upon receipt of Contractor's supporting data (including any additional data requested by Engineer), Engineer will conduct a full review of each Change Proposal and, within 30 days after such receipt of the Contractor's supporting data, either approve the Change Proposal in whole, deny it in whole, or approve it in part and deny it in part. Such actions must be in writing, with a copy provided to Owner and Contractor. If Engineer does not take action on the Change

Proposal within 30 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of Engineer's inaction the Change Proposal is deemed denied, thereby commencing the time for appeal of the denial under Article 12.

5. *Binding Decision*: Engineer's decision is final and binding upon Owner and Contractor, unless Owner or Contractor appeals the decision by filing a Claim under Article 12.
- C. *Resolution of Certain Change Proposals*: If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties in writing that the Engineer is unable to resolve the Change Proposal. For purposes of further resolution of such a Change Proposal, such notice will be deemed a denial, and Contractor may choose to seek resolution under the terms of Article 12.
- D. *Post-Completion*: Contractor shall not submit any Change Proposals after Engineer issues a written recommendation of final payment pursuant to Paragraph 15.06.B.

11.10 Notification to Surety

- A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

ARTICLE 12—CLAIMS

12.01 Claims

- A. *Claims Process*: The following disputes between Owner and Contractor are subject to the Claims process set forth in this article:
 1. Appeals by Owner or Contractor of Engineer's decisions regarding Change Proposals;
 2. Owner demands for adjustments in the Contract Price or Contract Times, or other relief under the Contract Documents;
 3. Disputes that Engineer has been unable to address because they do not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters; and
 4. Subject to the waiver provisions of Paragraph 15.07, any dispute arising after Engineer has issued a written recommendation of final payment pursuant to Paragraph 15.06.B.
- B. *Submittal of Claim*: The party submitting a Claim shall deliver it directly to the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto; in the case of appeals regarding Change Proposals within 30 days of the decision under appeal. The party submitting the Claim shall also furnish a copy to the Engineer, for its information only. The responsibility to substantiate a Claim rests with the party making the Claim. In the case of a Claim by Contractor seeking an increase in the Contract Times or Contract Price, Contractor shall certify that the Claim is made in good faith, that the supporting data are accurate and complete, and that to the best of Contractor's knowledge

and belief the amount of time or money requested accurately reflects the full amount to which Contractor is entitled.

- C. *Review and Resolution*: The party receiving a Claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the Claim through the exchange of information and direct negotiations. The parties may extend the time for resolving the Claim by mutual agreement. All actions taken on a Claim will be stated in writing and submitted to the other party, with a copy to Engineer.
- D. *Mediation*
 - 1. At any time after initiation of a Claim, Owner and Contractor may mutually agree to mediation of the underlying dispute. The agreement to mediate will stay the Claim submittal and response process.
 - 2. If Owner and Contractor agree to mediation, then after 60 days from such agreement, either Owner or Contractor may unilaterally terminate the mediation process, and the Claim submittal and decision process will resume as of the date of the termination. If the mediation proceeds but is unsuccessful in resolving the dispute, the Claim submittal and decision process will resume as of the date of the conclusion of the mediation, as determined by the mediator.
 - 3. Owner and Contractor shall each pay one-half of the mediator's fees and costs.
- E. *Partial Approval*: If the party receiving a Claim approves the Claim in part and denies it in part, such action will be final and binding unless within 30 days of such action the other party invokes the procedure set forth in Article 17 for final resolution of disputes.
- F. *Denial of Claim*: If efforts to resolve a Claim are not successful, the party receiving the Claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the Claim within 90 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of the inaction, the Claim is deemed denied, thereby commencing the time for appeal of the denial. A denial of the Claim will be final and binding unless within 30 days of the denial the other party invokes the procedure set forth in Article 17 for the final resolution of disputes.
- G. *Final and Binding Results*: If the parties reach a mutual agreement regarding a Claim, whether through approval of the Claim, direct negotiations, mediation, or otherwise; or if a Claim is approved in part and denied in part, or denied in full, and such actions become final and binding; then the results of the agreement or action on the Claim will be incorporated in a Change Order or other written document to the extent they affect the Contract, including the Work, the Contract Times, or the Contract Price.

ARTICLE 13—COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

13.01 *Cost of the Work*

- A. *Purposes for Determination of Cost of the Work*: The term Cost of the Work means the sum of all costs necessary for the proper performance of the Work at issue, as further defined below. The provisions of this Paragraph 13.01 are used for two distinct purposes:
 - 1. To determine Cost of the Work when Cost of the Work is a component of the Contract Price, under cost-plus-fee, time-and-materials, or other cost-based terms; or

2. When needed to determine the value of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price. When the value of any such adjustment is determined on the basis of Cost of the Work, Contractor is entitled only to those additional or incremental costs required because of the change in the Work or because of the event giving rise to the adjustment.
- B. *Costs Included:* Except as otherwise may be agreed to in writing by Owner, costs included in the Cost of the Work will be in amounts no higher than those commonly incurred in the locality of the Project, will not include any of the costs itemized in Paragraph 13.01.C, and will include only the following items:
1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor in advance of the subject Work. Such employees include, without limitation, superintendents, foremen, safety managers, safety representatives, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work will be apportioned on the basis of their time spent on the Work. Payroll costs include, but are not limited to, salaries and wages plus the cost of fringe benefits, which include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, sick leave, and vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, will be included in the above to the extent authorized by Owner.
 2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts will accrue to Owner. All trade discounts, rebates, and refunds and returns from sale of surplus materials and equipment will accrue to Owner, and Contractor shall make provisions so that they may be obtained.
 3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, which will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee will be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 13.01.
 4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed or retained for services specifically related to the Work.
 5. Other costs consisting of the following:
 - a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.
 - b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, which are

consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.

- 1) In establishing included costs for materials such as scaffolding, plating, or sheeting, consideration will be given to the actual or the estimated life of the material for use on other projects; or rental rates may be established on the basis of purchase or salvage value of such items, whichever is less. Contractor will not be eligible for compensation for such items in an amount that exceeds the purchase cost of such item.

c. *Construction Equipment Rental*

- 1) Rentals of all construction equipment and machinery, and the parts thereof, in accordance with rental agreements approved by Owner as to price (including any surcharge or special rates applicable to overtime use of the construction equipment or machinery), and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs will be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts must cease when the use thereof is no longer necessary for the Work.
- 2) Costs for equipment and machinery owned by Contractor or a Contractor-related entity will be paid at a rate shown for such equipment in the equipment rental rate book specified in the Supplementary Conditions. An hourly rate will be computed by dividing the monthly rates by 176. These computed rates will include all operating costs.
- 3) With respect to Work that is the result of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price ("changed Work"), included costs will be based on the time the equipment or machinery is in use on the changed Work and the costs of transportation, loading, unloading, assembly, dismantling, and removal when directly attributable to the changed Work. The cost of any such equipment or machinery, or parts thereof, must cease to accrue when the use thereof is no longer necessary for the changed Work.

- d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.
- e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.
- f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of builder's risk or other property insurance established in accordance with Paragraph 6.04), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses will be included in the Cost of the Work for the purpose of determining Contractor's fee.

- g. The cost of utilities, fuel, and sanitary facilities at the Site.
 - h. Minor expenses such as communication service at the Site, express and courier services, and similar petty cash items in connection with the Work.
 - i. The costs of premiums for all bonds and insurance that Contractor is required by the Contract Documents to purchase and maintain.
- C. *Costs Excluded*: The term Cost of the Work does not include any of the following items:
- 1. Payroll costs and other compensation of Contractor's officers, executives, principals, general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 13.01.B.1 or specifically covered by Paragraph 13.01.B.4. The payroll costs and other compensation excluded here are to be considered administrative costs covered by the Contractor's fee.
 - 2. The cost of purchasing, renting, or furnishing small tools and hand tools.
 - 3. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
 - 4. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
 - 5. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.
 - 6. Expenses incurred in preparing and advancing Claims.
 - 7. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 13.01.B.
- D. *Contractor's Fee*
- 1. When the Work as a whole is performed on the basis of cost-plus-a-fee, then:
 - a. Contractor's fee for the Work set forth in the Contract Documents as of the Effective Date of the Contract will be determined as set forth in the Agreement.
 - b. for any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work, Contractor's fee will be determined as follows:
 - 1) When the fee for the Work as a whole is a percentage of the Cost of the Work, the fee will automatically adjust as the Cost of the Work changes.
 - 2) When the fee for the Work as a whole is a fixed fee, the fee for any additions or deletions will be determined in accordance with Paragraph 11.07.C.2.
 - 2. When the Work as a whole is performed on the basis of a stipulated sum, or any other basis other than cost-plus-a-fee, then Contractor's fee for any Work covered by a Change

Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work will be determined in accordance with Paragraph 11.07.C.2.

- E. *Documentation and Audit:* Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 13, Contractor and pertinent Subcontractors will establish and maintain records of the costs in accordance with generally accepted accounting practices. Subject to prior written notice, Owner will be afforded reasonable access, during normal business hours, to all Contractor's accounts, records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda, and similar data relating to the Cost of the Work and Contractor's fee. Contractor shall preserve all such documents for a period of three years after the final payment by Owner. Pertinent Subcontractors will afford such access to Owner, and preserve such documents, to the same extent required of Contractor.

13.02 Allowances

- A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.
- B. *Cash Allowances:* Contractor agrees that:
 - 1. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and
 - 2. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment for any of the foregoing will be valid.
- C. *Owner's Contingency Allowance:* Contractor agrees that an Owner's contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.
- D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor for Work covered by allowances, and the Contract Price will be correspondingly adjusted.

13.03 Unit Price Work

- A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.
- B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Payments to Contractor for Unit Price Work will be based on actual quantities.
- C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.
- D. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision

thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, and the final adjustment of Contract Price will be set forth in a Change Order, subject to the provisions of the following paragraph.

E. *Adjustments in Unit Price*

1. Contractor or Owner shall be entitled to an adjustment in the unit price with respect to an item of Unit Price Work if:
 - a. the quantity of the item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and
 - b. Contractor's unit costs to perform the item of Unit Price Work have changed materially and significantly as a result of the quantity change.
2. The adjustment in unit price will account for and be coordinated with any related changes in quantities of other items of Work, and in Contractor's costs to perform such other Work, such that the resulting overall change in Contract Price is equitable to Owner and Contractor.
3. Adjusted unit prices will apply to all units of that item.

ARTICLE 14—TESTS AND INSPECTIONS; CORRECTION, REMOVAL, OR ACCEPTANCE OF DEFECTIVE WORK

14.01 *Access to Work*

- A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and authorities having jurisdiction have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply with such procedures and programs as applicable.

14.02 *Tests, Inspections, and Approvals*

- A. Contractor shall give Engineer timely notice of readiness of the Work (or specific parts thereof) for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.
- B. Owner shall retain and pay for the services of an independent inspector, testing laboratory, or other qualified individual or entity to perform all inspections and tests expressly required by the Contract Documents to be furnished and paid for by Owner, except that costs incurred in connection with tests or inspections of covered Work will be governed by the provisions of Paragraph 14.05.
- C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.

- D. Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required:
1. by the Contract Documents, unless the Contract Documents expressly allocate responsibility for a specific inspection or test to Owner;
 2. to attain Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work;
 3. by manufacturers of equipment furnished under the Contract Documents;
 4. for testing, adjusting, and balancing of mechanical, electrical, and other equipment to be incorporated into the Work; and
 5. for acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.

Such inspections and tests will be performed by independent inspectors, testing laboratories, or other qualified individuals or entities acceptable to Owner and Engineer.

- E. If the Contract Documents require the Work (or part thereof) to be approved by Owner, Engineer, or another designated individual or entity, then Contractor shall assume full responsibility for arranging and obtaining such approvals.
- F. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering will be at Contractor's expense unless Contractor had given Engineer timely notice of Contractor's intention to cover the same and Engineer had not acted with reasonable promptness in response to such notice.

14.03 *Defective Work*

- A. *Contractor's Obligation:* It is Contractor's obligation to assure that the Work is not defective.
- B. *Engineer's Authority:* Engineer has the authority to determine whether Work is defective, and to reject defective Work.
- C. *Notice of Defects:* Prompt written notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.
- D. *Correction, or Removal and Replacement:* Promptly after receipt of written notice of defective Work, Contractor shall correct all such defective Work, whether or not fabricated, installed, or completed, or, if Engineer has rejected the defective Work, remove it from the Project and replace it with Work that is not defective.
- E. *Preservation of Warranties:* When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.
- F. *Costs and Damages:* In addition to its correction, removal, and replacement obligations with respect to defective Work, Contractor shall pay all claims, costs, losses, and damages arising out of or relating to defective Work, including but not limited to the cost of the inspection, testing, correction, removal, replacement, or reconstruction of such defective Work, fines levied against Owner by governmental authorities because the Work is defective, and the costs of repair or replacement of work of others resulting from defective Work. Prior to final payment, if Owner and Contractor are unable to agree as to the measure of such claims, costs,

losses, and damages resulting from defective Work, then Owner may impose a reasonable set-off against payments due under Article 15.

14.04 *Acceptance of Defective Work*

- A. If, instead of requiring correction or removal and replacement of defective Work, Owner prefers to accept it, Owner may do so (subject, if such acceptance occurs prior to final payment, to Engineer's confirmation that such acceptance is in general accord with the design intent and applicable engineering principles, and will not endanger public safety). Contractor shall pay all claims, costs, losses, and damages attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness), and for the diminished value of the Work to the extent not otherwise paid by Contractor. If any such acceptance occurs prior to final payment, the necessary revisions in the Contract Documents with respect to the Work will be incorporated in a Change Order. If the parties are unable to agree as to the decrease in the Contract Price, reflecting the diminished value of Work so accepted, then Owner may impose a reasonable set-off against payments due under Article 15. If the acceptance of defective Work occurs after final payment, Contractor shall pay an appropriate amount to Owner.

14.05 *Uncovering Work*

- A. Engineer has the authority to require additional inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed.
- B. If any Work is covered contrary to the written request of Engineer, then Contractor shall, if requested by Engineer, uncover such Work for Engineer's observation, and then replace the covering, all at Contractor's expense.
- C. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, then Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, and provide all necessary labor, material, and equipment.
 1. If it is found that the uncovered Work is defective, Contractor shall be responsible for all claims, costs, losses, and damages arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and pending Contractor's full discharge of this responsibility the Owner shall be entitled to impose a reasonable set-off against payments due under Article 15.
 2. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, then Contractor may submit a Change Proposal within 30 days of the determination that the Work is not defective.

14.06 *Owner May Stop the Work*

- A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work,

or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work will not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

14.07 *Owner May Correct Defective Work*

- A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace defective Work as required by Engineer, then Owner may, after 7 days' written notice to Contractor, correct or remedy any such deficiency.
- B. In exercising the rights and remedies under this Paragraph 14.07, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this paragraph.
- C. All claims, costs, losses, and damages incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 14.07 will be charged against Contractor as set-offs against payments due under Article 15. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.
- D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 14.07.

ARTICLE 15—PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD

15.01 *Progress Payments*

- A. *Basis for Progress Payments:* The Schedule of Values established as provided in Article 2 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments for Unit Price Work will be based on the number of units completed during the pay period, as determined under the provisions of Paragraph 13.03. Progress payments for cost-based Work will be based on Cost of the Work completed by Contractor during the pay period.
- B. *Applications for Payments*
 - 1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents.
 - 2. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment must also be accompanied by: (a) a bill of sale, invoice, copies of subcontract or purchase order payments, or other documentation

establishing full payment by Contractor for the materials and equipment; (b) at Owner's request, documentation warranting that Owner has received the materials and equipment free and clear of all Liens; and (c) evidence that the materials and equipment are covered by appropriate property insurance, a warehouse bond, or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.

3. Beginning with the second Application for Payment, each Application must include an affidavit of Contractor stating that all previous progress payments received by Contractor have been applied to discharge Contractor's legitimate obligations associated with prior Applications for Payment.
 4. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.
- C. *Review of Applications*
1. Engineer will, within 10 days after receipt of each Application for Payment, including each resubmittal, either indicate in writing a recommendation of payment and present the Application to Owner, or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.
 2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:
 - a. the Work has progressed to the point indicated;
 - b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 13.03, and any other qualifications stated in the recommendation); and
 - c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.
 3. By recommending any such payment Engineer will not thereby be deemed to have represented that:
 - a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract; or
 - b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.

4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:
 - a. to supervise, direct, or control the Work;
 - b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto;
 - c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work;
 - d. to make any examination to ascertain how or for what purposes Contractor has used the money paid by Owner; or
 - e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.
 5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 15.01.C.2.
 6. Engineer will recommend reductions in payment (set-offs) necessary in Engineer's opinion to protect Owner from loss because:
 - a. the Work is defective, requiring correction or replacement;
 - b. the Contract Price has been reduced by Change Orders;
 - c. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
 - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible; or
 - e. Engineer has actual knowledge of the occurrence of any of the events that would constitute a default by Contractor and therefore justify termination for cause under the Contract Documents.
- D. *Payment Becomes Due*
1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended (subject to any Owner set-offs) will become due, and when due will be paid by Owner to Contractor.
- E. *Reductions in Payment by Owner*
1. In addition to any reductions in payment (set-offs) recommended by Engineer, Owner is entitled to impose a set-off against payment based on any of the following:
 - a. Claims have been made against Owner based on Contractor's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages resulting from Contractor's conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;

- b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site;
 - c. Contractor has failed to provide and maintain required bonds or insurance;
 - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;
 - e. Owner has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;
 - f. The Work is defective, requiring correction or replacement;
 - g. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
 - h. The Contract Price has been reduced by Change Orders;
 - i. An event has occurred that would constitute a default by Contractor and therefore justify a termination for cause;
 - j. Liquidated or other damages have accrued as a result of Contractor's failure to achieve Milestones, Substantial Completion, or final completion of the Work;
 - k. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens; or
 - l. Other items entitle Owner to a set-off against the amount recommended.
2. If Owner imposes any set-off against payment, whether based on its own knowledge or on the written recommendations of Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and the specific amount of the reduction, and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, if Contractor remedies the reasons for such action. The reduction imposed will be binding on Contractor unless it duly submits a Change Proposal contesting the reduction.
3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld will be treated as an amount due as determined by Paragraph 15.01.D.1 and subject to interest as provided in the Agreement.

15.02 *Contractor's Warranty of Title*

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all Liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than 7 days after the time of payment by Owner.

15.03 *Substantial Completion*

- A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete and request that Engineer issue a certificate of Substantial Completion. Contractor shall at the same time

submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.

- B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.
- C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a preliminary certificate of Substantial Completion which will fix the date of Substantial Completion. Engineer shall attach to the certificate a punch list of items to be completed or corrected before final payment. Owner shall have 7 days after receipt of the preliminary certificate during which to make written objection to Engineer as to any provisions of the certificate or attached punch list. If, after considering the objections to the provisions of the preliminary certificate, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the preliminary certificate to Owner, notify Contractor in writing that the Work is not substantially complete, stating the reasons therefor. If Owner does not object to the provisions of the certificate, or if despite consideration of Owner's objections Engineer concludes that the Work is substantially complete, then Engineer will, within said 14 days, execute and deliver to Owner and Contractor a final certificate of Substantial Completion (with a revised punch list of items to be completed or corrected) reflecting such changes from the preliminary certificate as Engineer believes justified after consideration of any objections from Owner.
- D. At the time of receipt of the preliminary certificate of Substantial Completion, Owner and Contractor will confer regarding Owner's use or occupancy of the Work following Substantial Completion, review the builder's risk insurance policy with respect to the end of the builder's risk coverage, and confirm the transition to coverage of the Work under a permanent property insurance policy held by Owner. Unless Owner and Contractor agree otherwise in writing, Owner shall bear responsibility for security, operation, protection of the Work, property insurance, maintenance, heat, and utilities upon Owner's use or occupancy of the Work.
- E. After Substantial Completion the Contractor shall promptly begin work on the punch list of items to be completed or corrected prior to final payment. In appropriate cases Contractor may submit monthly Applications for Payment for completed punch list items, following the progress payment procedures set forth above.
- F. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the punch list.

15.04 *Partial Use or Occupancy*

- A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without

significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:

1. At any time, Owner may request in writing that Contractor permit Owner to use or occupy any such part of the Work that Owner believes to be substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 15.03.A through 15.03.E for that part of the Work.
2. At any time, Contractor may notify Owner and Engineer in writing that Contractor considers any such part of the Work substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.
3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 15.03 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.
4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 6.04 regarding builder's risk or other property insurance.

15.05 *Final Inspection*

- A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work, or agreed portion thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

15.06 *Final Payment*

A. *Application for Payment*

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents (as provided in Paragraph 7.12), and other documents, Contractor may make application for final payment.
2. The final Application for Payment must be accompanied (except as previously delivered) by:
 - a. all documentation called for in the Contract Documents;
 - b. consent of the surety, if any, to final payment;
 - c. satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any Liens or other title defects, or will so pass upon final payment.

- d. a list of all duly pending Change Proposals and Claims; and
 - e. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of the Work, and of Liens filed in connection with the Work.
3. In lieu of the releases or waivers of Liens specified in Paragraph 15.06.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (a) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (b) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien, or Owner at its option may issue joint checks payable to Contractor and specified Subcontractors and Suppliers.
- B. *Engineer's Review of Final Application and Recommendation of Payment:* If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract have been fulfilled, Engineer will, within 10 days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment and present the final Application for Payment to Owner for payment. Such recommendation will account for any set-offs against payment that are necessary in Engineer's opinion to protect Owner from loss for the reasons stated above with respect to progress payments. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.
- C. *Notice of Acceptability:* In support of its recommendation of payment of the final Application for Payment, Engineer will also give written notice to Owner and Contractor that the Work is acceptable, subject to stated limitations in the notice and to the provisions of Paragraph 15.07.
- D. *Completion of Work:* The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment and issuance of notice of the acceptability of the Work.
- E. *Final Payment Becomes Due:* Upon receipt from Engineer of the final Application for Payment and accompanying documentation, Owner shall set off against the amount recommended by Engineer for final payment any further sum to which Owner is entitled, including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions of this Contract with respect to progress payments. Owner shall pay the resulting balance due to Contractor within 30 days of Owner's receipt of the final Application for Payment from Engineer.

15.07 Waiver of Claims

- A. By making final payment, Owner waives its claim or right to liquidated damages or other damages for late completion by Contractor, except as set forth in an outstanding Claim,

appeal under the provisions of Article 17, set-off, or express reservation of rights by Owner. Owner reserves all other claims or rights after final payment.

- B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted as a Claim, or appealed under the provisions of Article 17.

15.08 *Correction Period*

- A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the Supplementary Conditions or the terms of any applicable special guarantee required by the Contract Documents), Owner gives Contractor written notice that any Work has been found to be defective, or that Contractor's repair of any damages to the Site or adjacent areas has been found to be defective, then after receipt of such notice of defect Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:
 - 1. correct the defective repairs to the Site or such adjacent areas;
 - 2. correct such defective Work;
 - 3. remove the defective Work from the Project and replace it with Work that is not defective, if the defective Work has been rejected by Owner, and
 - 4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting from the corrective measures.
- B. Owner shall give any such notice of defect within 60 days of the discovery that such Work or repairs is defective. If such notice is given within such 60 days but after the end of the correction period, the notice will be deemed a notice of defective Work under Paragraph 7.17.B.
- C. If, after receipt of a notice of defect within 60 days and within the correction period, Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. Contractor shall pay all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others). Contractor's failure to pay such costs, losses, and damages within 10 days of invoice from Owner will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the failure to pay.
- D. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.
- E. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

- F. Contractor's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph are not to be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

ARTICLE 16—SUSPENSION OF WORK AND TERMINATION

16.01 *Owner May Suspend Work*

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by written notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times directly attributable to any such suspension. Any Change Proposal seeking such adjustments must be submitted no later than 30 days after the date fixed for resumption of Work.

16.02 *Owner May Terminate for Cause*

- A. The occurrence of any one or more of the following events will constitute a default by Contractor and justify termination for cause:
 - 1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment, or failure to adhere to the Progress Schedule);
 - 2. Failure of Contractor to perform or otherwise to comply with a material term of the Contract Documents;
 - 3. Contractor's disregard of Laws or Regulations of any public body having jurisdiction; or
 - 4. Contractor's repeated disregard of the authority of Owner or Engineer.
- B. If one or more of the events identified in Paragraph 16.02.A occurs, then after giving Contractor (and any surety) 10 days' written notice that Owner is considering a declaration that Contractor is in default and termination of the Contract, Owner may proceed to:
 - 1. declare Contractor to be in default, and give Contractor (and any surety) written notice that the Contract is terminated; and
 - 2. enforce the rights available to Owner under any applicable performance bond.
- C. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.
- D. Owner may not proceed with termination of the Contract under Paragraph 16.02.B if Contractor within 7 days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.
- E. If Owner proceeds as provided in Paragraph 16.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds the cost to complete the Work, including all related claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects,

- attorneys, and other professionals) sustained by Owner, such excess will be paid to Contractor. If the cost to complete the Work including such related claims, costs, losses, and damages exceeds such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this paragraph, Owner shall not be required to obtain the lowest price for the Work performed.
- F. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue, or any rights or remedies of Owner against Contractor or any surety under any payment bond or performance bond. Any retention or payment of money due Contractor by Owner will not release Contractor from liability.
 - G. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 6.01.A, the provisions of that bond will govern over any inconsistent provisions of Paragraphs 16.02.B and 16.02.D.

16.03 *Owner May Terminate for Convenience*

- A. Upon 7 days' written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):
 - 1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
 - 2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and
 - 3. other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.
- B. Contractor shall not be paid for any loss of anticipated profits or revenue, post-termination overhead costs, or other economic loss arising out of or resulting from such termination.

16.04 *Contractor May Stop Work or Terminate*

- A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (3) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon 7 days' written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the contract and recover from Owner payment on the same terms as provided in Paragraph 16.03.
- B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, 7 days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The

provisions of this paragraph are not intended to preclude Contractor from submitting a Change Proposal for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this paragraph.

ARTICLE 17—FINAL RESOLUTION OF DISPUTES

17.01 *Methods and Procedures*

- A. *Disputes Subject to Final Resolution:* The following disputed matters are subject to final resolution under the provisions of this article:
1. A timely appeal of an approval in part and denial in part of a Claim, or of a denial in full, pursuant to Article 12; and
 2. Disputes between Owner and Contractor concerning the Work, or obligations under the Contract Documents, that arise after final payment has been made.
- B. *Final Resolution of Disputes:* For any dispute subject to resolution under this article, Owner or Contractor may:
1. elect in writing to invoke the dispute resolution process provided for in the Supplementary Conditions;
 2. agree with the other party to submit the dispute to another dispute resolution process; or
 3. if no dispute resolution process is provided for in the Supplementary Conditions or mutually agreed to, give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction.

ARTICLE 18—MISCELLANEOUS

18.01 *Giving Notice*

- A. Whenever any provision of the Contract requires the giving of written notice to Owner, Engineer, or Contractor, it will be deemed to have been validly given only if delivered:
1. in person, by a commercial courier service or otherwise, to the recipient's place of business;
 2. by registered or certified mail, postage prepaid, to the recipient's place of business; or
 3. by e-mail to the recipient, with the words "Formal Notice" or similar in the e-mail's subject line.

18.02 *Computation of Times*

- A. When any period of time is referred to in the Contract by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

18.03 *Cumulative Remedies*

- A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract. The provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

18.04 *Limitation of Damages*

- A. With respect to any and all Change Proposals, Claims, disputes subject to final resolution, and other matters at issue, neither Owner nor Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

18.05 *No Waiver*

- A. A party's non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Contract.

18.06 *Survival of Obligations*

- A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination of the Contract or of the services of Contractor.

18.07 *Controlling Law*

- A. This Contract is to be governed by the law of the state in which the Project is located.

18.08 *Assignment of Contract*

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party to this Contract of any rights under or interests in the Contract will be binding on the other party without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract.

18.09 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

18.10 *Headings*

- A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

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SECTION C: SUPPLEMENTARY CONDITIONS

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SUPPLEMENTARY CONDITIONS

SC-1

The terms used in these Supplementary Conditions, which are defined in the Standard General Conditions of the Construction Contract, have the meanings assigned to them in the General Conditions.

SC-4.02

In the preparation of Drawings and Specifications, ENGINEER has relied upon:

4.02.1 The following reports of explorations and tests of subsurface conditions at the site of the Work.

A site-specific subsurface exploration was not completed for this project. CONTRACTOR shall coordinate the field location of existing utilities by Miss Utility. CONTRACTOR shall relocate all utilities prior to beginning any work.

SC-5.04

The limits of liability for the insurance required by Article 5 of the General Conditions shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:

1. and 2. Worker’s Compensation, etc., under Article 5 of the General Conditions:

- (1) State: Statutory
- (2) Applicable Federal (e.g., Longshoreman’s): Statutory
- (3) Employers Liability: \$ 100,000

3., 4., and 5. Comprehensive General Liability (under Article 5 of the General Conditions):

(1) Bodily Injury (including completed operations and products liability):

<u>\$1,000,000</u>	Each Occurrence
\$1,000,000	Annual Aggregate

Property Damage:

<u>\$500,000</u>	Each Occurrence
<u>\$1,000,000</u>	Annual Aggregate
or combined single limit of	<u>\$1,000,000</u>

(2) Property Damage liability insurance will provide Explosion, Collapse, and Underground coverages where applicable.

(3) Personal Injury, with employment exclusion deleted:

\$500,000

Annual Aggregate

6. Comprehensive Automobile Liability:

Bodily Injury:

\$300,000

Each Person

\$500,000

Each Occurrence

Property Damage:

\$100,000

Each Occurrence

or combined single limit of

\$1,000,000

SC-5.05 Contractual Endorsement

Article 5 of the General Conditions requires contractual liability coverage with respect to CONTRACTOR’S obligations under Article 6 in respect of indemnification. After the extent of the required coverages has been ascertained, it may be expressed by using the following language:

SC-5.05

The Contractual Liability required by Article 5 of the General Conditions shall provide coverage for not less than the following amounts:

5.05.1 Bodily Injury:

\$300,000

Each Occurrence

5.05.2 Property Damage:

\$300,000

Each Occurrence

\$1,000,000

Annual Aggregate

SC-13.03 Tests and Inspections

The testing laboratories utilized shall be acceptable to the ENGINEER.

SC-13.07 Special Guarantees

SC-13.07.1 Subcontractors shall be required to provide a specific warranty as fully described in the Construction Specifications.

SC-13.07.2 The CONTRACTOR shall warranty all material and workmanship for a period not less than one (2) years.

SC-18 Other Supplemental Conditions

SC-18.01 Night, Saturday, Sunday, and Holiday Work: CONTRACTOR shall perform no work at night, on Saturday, Sunday, or legal holidays, except in the case of emergency and then only upon written authorization of the ENGINEER. Where no emergency exists, but the CONTRACTOR feels it advantageous to work at night, or on Saturdays, the CONTRACTOR shall notify the ENGINEER at least two (2) days in advance, requesting written permission. The following days are to be considered legal holidays: July 4, 2022; September 5, 2022; October 10, 2022; November 11, 24, and 25, 2022; December 26, 2022; January 2, 2023 and other holidays as established by the County Commissioners.

SC-18.02 Water: The CONTRACTOR shall be responsible for supplying an adequate supply of water suitable for his use and for construction and drinking. At his own expense, he shall provide and maintain adequate water supplies in such locations and installed in such a manner as may be satisfactory to the ENGINEER.

SC-18.03 Temporary Power Supply: The OWNER shall furnish, at his own expense, all electrical power which may be required for this Contract and it will be the CONTRACTOR'S responsibility to provide all temporary wiring required for use of this power supply.

SC-18.04 If conflicts exist among these Contract Documents. The Documents shall be considered in the following order.

- 1) Change Orders
- 2) Addendum
- 3) Specifications
- 4) Drawings
- 5) Other Documents

SC-18.05 All questions regarding these Bid Documents shall be submitted to the ENGINEER (EA Engineering, Science, and Technology, Inc. PBC, Attn. Mr. Darl Kolar, P.E., Project Manager, 11200 Racetrack Road, Unit 101, Berlin, MD 20811, dkolar@eaest.com) in writing by 4PM on September 2, 2022.

SC-18.06 Anticipatable weather delay days:

The following schedule of monthly anticipated adverse weather delays is based on National Oceanic and Atmospheric Administration (NOAA) or similar data for the project location and will constitute the base line for monthly weather time evaluations. The CONTRACTOR’S progress schedule must reflect these anticipated adverse weather delays in all weather-dependent activities.

SC-18.07 Worcester County Maryland Standard Terms

The selected contractor shall agree to the “Exhibit A Worcester County Maryland Standard Terms” as provided in the attachment. In the event of discrepancies between the Standard Conditions and “Exhibit A Worcester County Maryland Standard Terms”, the latter shall prevail and take precedence.

**MONTHLY ANTICIPATED ADVERSE WEATHER DELAY
WORK DAYS BASED ON SIX-DAY WORK WEEK**

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
7	6	6	7	7	6	4	5	3	5	4	5

++ END OF SECTION ++

EXHIBIT A

Worcester County Maryland
Standard Terms

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. **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.
7. **Governing Law.** The Contract is governed by the laws of Maryland and the County.
8. **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.
9. **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.

10. 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.

11. 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.

12. 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.
13. **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.
14. **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.
15. **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.
16. **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.

17. **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.
18. **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.
19. **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.
20. **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.
21. **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.
22. **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.
23. **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.
24. **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.

SECTION D: BONDS AND BID FORMS

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PROPOSAL BOND

KNOW ALL MEN BY THESE PRESENTS, that _____
(CONTRACTOR)
hereinafter called the PRINCIPAL and _____
(SURETY)
hereinafter called the SURETY, are hereby held and firmly bound unto the County Commissioners of Worcester County, Worcester County Government Center, 1 West Market Street, Snow Hill, Maryland 21863 hereinafter called the OWNER, in the penal sum of FIVE-PERCENT-OF-BID Dollars (\$5%-of-bid) for the payment of which sum, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrations, successors, and assigns.

The condition of the above obligation is such that, whereas, the PRINCIPAL has submitted to the OWNER a certain PROPOSAL attached hereto and hereby made a part hereof, to enter into a CONTRACT in writing, for the Construction of the Worcester County Department of Public Works SNOW HILL HOMEOWNER DROPOFF AREA UPGRADES, Worcester County, Maryland.

NOW, THEREFORE,

- a. If said PROPOSAL shall be rejected by the OWNER, or in the alternative,
- b. If within five (5) days of notice from the OWNER or the OWNER'S AGENT of the OWNER'S intention to award a CONTRACT to the PRINCIPAL in accordance with the PROPOSAL, the PRINCIPAL shall duly execute and deliver a PERFORMANCE BOND and PAYMENT BOND in the amounts required and in the forms set forth in the CONTRACT DOCUMENTS under which the PROPOSAL was submitted with a Surety or Sureties as required by said CONTRACT DOCUMENTS and in the event of acceptance of his PROPOSAL by the OWNER shall within the period specified therefor, enter into a written CONTRACT with the OWNER in accordance with the Bid as accepted and furnish to the OWNER proper evidence of insurance coverage as required the CONTRACT DOCUMENTS.

Then this obligation shall be void, otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the SURETY for any and all default of

the PRINCIPAL or claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

The SURETY, for value received stipulates and agrees that the obligation of said SURETY and its bond shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such PROPOSAL and said SURETY does hereby waive notice of any such extension.

IN WITNESS THEREOF, the PRINCIPAL and SURETY have executed this instrument under their several seals this ____ day of _____, 2022, the name and corporate seal of each corporate party being hereby affixed and these presents duly signed by its proper officers, pursuant to authority of its governing body.

In presence of

(INDIVIDUAL PRINCIPAL) SEAL

(ADDRESS) (BUSINESS ADDRESS)

(INDIVIDUAL PRINCIPAL) SEAL

(ADDRESS) (BUSINESS ADDRESS)

Attest: (CORPORATE PRINCIPAL)

(BUSINESS ADDRESS)

BY: _____ :
Affix Corporate Seal

Witness: (CORPORATE SURETY)

(BUSINESS ADDRESS)

BY: _____ :
Affix Corporate Seal

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS that we, _____, as Principal (the "Principal"), and _____, a corporation organized and existing under the laws of the _____ of _____, as Surety (the "Surety"), are held and firmly bound unto the County Commissioners of Worcester County as Obligee ("the Obligee"), as hereinafter set forth, in the full and just sum of (total bid price) Dollars (\$ _____), lawful money of the United States of America, for the payment of which sum we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WITNESS THAT:

WHEREAS, the Principal heretofore has submitted to the Obligee a certain proposal, dated _____, 2022, (the "Proposal"), to perform certain construction work for the Obligee, in connection with Worcester County Department of Public Works SNOW HILL HOMEOWNER DROPOFF AREA UPGRADES, pursuant to plans, specifications, and other related documents constituting the contract documents, which are incorporated into the Proposal by reference (the "Contract Documents"), as prepared by EA Engineering, Science, and Technology, Inc., PBC; and WHEREAS, the Obligee is a "contracting body" under the laws of the State of Maryland,

WHEREAS, it also is a condition of the Contract Documents that this Bond shall be furnished by the Principal to the Obligee; and

WHEREAS, under the Contract Documents, it is provided, inter alia, that if the Principal shall furnish this Bond to the Obligee, and if the Obligee shall make an award to the Principal in accordance with the Proposal, then the Principal and the Obligee shall enter into an agreement with respect to performance of such work (the "Agreement"), the form of which Agreement is set forth in the Contract Documents.

NOW, THEREFORE, the terms and conditions of this Bond are and shall be that if; (a) the Principal well, truly, and faithfully shall comply with and shall perform the Agreement in accordance with the Contract Documents, at the time and in the manner provided in the Agreement and in the Contract Documents, and if the Principal shall satisfy all claims and demands incurred in or related to the performance of the Agreement by the Principal or growing out of the performance of the Agreement by the Principal, and if the Principal shall indemnify completely and shall save harmless the Obligee and all of its officers, agents, and employees from any and all costs and damages which the Obligee and all its officers, agents, and employees may sustain or suffer reason of the failure of the Principal to do so, and if the Principal shall reimburse completely and shall pay to the Obligee any an all costs and expenses which the Obligee and all of its officers, agents, and employees may incur by reason of any such default or failure of the Principal; and (b) if the Principal shall remedy, without cost to the Obligee, all defects which may develop during the period of one (1) year from the date of completion by the Principal and acceptance of the Obligee of the work to be performed under the Agreement in

accordance with the Contract Documents, which defects, in the sole judgement of the Oblige or its legal successors in interest, shall be caused by or shall result from defective or inferior materials or workmanship, then this Bond shall be void; otherwise, this Bond shall be and shall remain in force and effect.

The Principal and the Surety agree that any alterations, changes, and/or additions to the Contract Documents, and/or any alterations, changes and/or additions to the work to be performed under the Agreement in accordance with the Contract Documents, and/or any alterations, changes and/or additions to the Agreement, and/or any giving by the Oblige of any extensions of time for the performance of the Agreement in accordance with the Contract Documents, and/or any act of forbearance of either the Principal or the Oblige toward the other with respect to the Contract Documents and the Agreement, and/or the reduction of any percentage to be retained by the Oblige as permitted by the Contract Documents and by the Agreement, shall not release, in any manner whatsoever, the Principal and the Surety, or either of them, or their heirs, executors, administrators, successors, and assigns, from liability and obligations under this Bond; and the Surety, for value received, does waive notice of any such alterations, changes, additions, extensions of time, acts of forbearance and/or reduction of retained percentage.

IN WITNESS THEREOF, the Principal and the Surety cause this Bond to be signed, sealed, and delivered this ___ day of _____, 2022.

(Individual Principal)

_____ (SEAL)

WITNESS:

_____ By:

(Partnership Principal)

(Name of Partnership)

WITNESS:

_____ By: _____ (SEAL)

_____ By: _____ (SEAL)

_____ By: _____ (SEAL)

ITEM 10

_____ By: _____ (SEAL)
(Corporate Principal)

(Name of Corporation)

ATTEST: By:

(CORPORATE SEAL)

(Corporate Surety)

(Name of Corporation)

WITNESS:

_____ By:

**Attach an appropriate power of attorney, dated as of the same date as the Bond, evidencing the authority of the Attorney-in-fact to act on behalf of the corporation.

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PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS that we, _____, as Principal (the “Principal”), and _____, a corporation organized and existing under the laws of the _____ of _____, as Surety (the “Surety”), are held and firmly bound into The County Commissioners of Worcester County, as Obligee (the “Obligee”), as hereinafter set forth, in the full and just sum of _____ Dollars (\$ _____), lawful money of the United States of America, for the payment of which sum we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WITNESS THAT:

WHEREAS, the Principal heretofore has submitted to the Obligee a certain proposal, dated _____, 2022 (the “Proposal”) to perform certain construction work for the Obligee, in connection with the Worcester County Department of Public Works SNOW HILL HOMEOWNER DROPOFF AREA UPGRADES, pursuant to plans, specifications, and other related documents, which are incorporated into the Proposal by reference (the “Contract Documents”), as prepared by EA Engineering, Science, and Technology, Inc., PBC.

WHEREAS, the Obligee is a “Contracting body” under the laws of the State of Maryland; and

WHEREAS, the Obligee requires that, before an award shall be made to the Principal by the Obligee in accordance with the Proposal, the Principal shall furnish this Bond to the Obligee, with this Bond to become binding upon the award of a contract to the Principal by the Obligee in accordance with the Proposal; and

WHEREAS, it also is a condition of the Contract Documents that this Bond shall be furnished by the Principal to the Obligee; and

WHEREAS, under the Contract Documents, it is provided, inter alia, that if the Principal shall furnish this Bond to the Obligee, and if the Obligee shall make an award to the Principal in accordance with the Proposal, then the Principal and the Obligee shall enter into an agreement with respect to performance of such work (the “Agreement”), the form of which Agreement is set forth in the Contract Documents.

NOW, THEREFORE, the terms and conditions of this Bond are and shall be that if the Principal and any subcontractor of the Principal to whom any portion of the work under the Agreement shall be subcontracted, and if all assignees of the Principal and of any such subcontractor, promptly shall pay or shall cause to be paid, in full, all money which may be due any claimant supplying labor or materials in the prosecution and performance of the work in accordance with that Agreement and in accordance with the Contract Documents, including any amendment, extension, or addition to the Agreement and/or to the Contract Documents, for material furnished or labor supplied or labor performed, then this Bond shall be void; otherwise, this bond shall be and shall remain in force and effect.

The Bond shall be solely for the protection of claimants supplying labor or materials to the Principal or to any subcontractor of the Principal in the prosecution of the work covered by the Agreement, including any amendment, extension, or addition to the Agreement. The term “claimant,” when used herein shall mean any individual, firm, partnership, association, or corporation. The phrase “labor or materials,” when used herein, shall include public utility services and reasonable rentals of equipment, but only for periods when the equipment rented is actually used at the site of the work covered by the Agreement. The provisions of this Bond shall be applicable whether or not the material furnished, or labor performed enters into and becomes a component part of the public building, public work, or public improvement contemplated by the Contract Documents and the Agreement.

As provided and required, the Principal and the Surety agree that any claimant, who has performed labor or furnished material in the prosecution of the work in accordance with the Agreement and in accordance with the Contract Documents, including any amendment, extension, or addition to the Agreement and/or to the Contract Documents, and who has not been paid therefor, in full, before the expiration of ninety (90) days after the day on which such claimant performed the last of such labor or furnished the last of such materials for which payment is claimed, may institute an action upon this Bond, in the name of the claimant, to recover any amount due the claimant for such labor or material, and may prosecute such action to final judgement and may have execution upon the judgement; provided, however, that: (a) any claimant who has a direct contractual relationship with any subcontractor of the Principal, but has no contractual relationship, express or implied, with the Principal, may institute an action upon this Bond only if such claimant first shall have given written notice, served in the manner provided in the Act, to the Principal, within ninety (90) days from the date upon which such claimant performed the last of the labor or furnished the last of the materials for which payment is claimed, stating, with substantial accuracy, the amount claimed and the name of the person for whom the work was performed or to whom the material was furnished; and (b) no action upon this Bond shall be commenced after the expiration of one (1) year from the day upon which the last of the labor was performed or material was supplied, for the payment of which such action is instituted by the claimant; and (c) every action upon this Bond shall be instituted either in the appropriate court of the County where the Agreement is to be performed or of such other County as Maryland statutes shall provide, or in the United States district court for the district in which the project, to which the Agreement relates, is situated, and not elsewhere.

The Principal and the Surety agree that any alterations, changes and/or additions to the Contract Documents, and/or any alterations, changes and/or additions to the work to be performed under the Agreement in accordance with the Contract Documents, and/or any alterations, changes and/or additions to the Agreement, and/or any giving by the Oblige of any extensions of time for the performance of the Agreement in accordance with the Contract Documents, and/or any act of forbearance of either the Principal or the Oblige toward the other with respect to the Contract Documents and the Agreement, and/or the reduction of any percentage to be retained by the Oblige as permitted by the Contract Documents and by the Agreement, shall not release, in any manner whatsoever, the Principal and the Surety, or either of them, or their heirs, executors, administrators, successors, and assigns, from liability and obligations under this Bond; any changes, additions, extensions of time, acts of forbearance and/or reduction of retained percentage.

IN WITNESS THEREOF, the Principal and the Surety cause this Bond to be signed, sealed and delivered this __ day of _____, 2022.

(Individual Principal)

(Signature of Individual) (SEAL)

WITNESS:

_____ By:

(Partnership Principal)

(Name of Partnership)

WITNESS:

(Partner)

By: _____(SEAL)

(Partner)

By: _____(SEAL)

(Partner)

By: _____(SEAL)

(Partner)

By: _____(SEAL)

(Corporation Principal)

(Name of Corporation)

ATTEST: By:

(Secretary)

(CORPORATE SEAL)

of (if appropriate)

WITNESS:

(Authorized Representative) *By:

*Attach appropriate proof, dated as of the same date as the Bond, evidencing authority to execute on behalf of the Corporation.

(Corporation Surety)

(Name of Corporation)

WITNESS:

**By:

**Attach an appropriate power of attorney, dated as of the same date as the Bond, evidencing the authority of the Attorney-in-fact to act on behalf of the corporation.

BID FORM

PROJECT IDENTIFICATION: Worcester County Department of Public Works
Snow Hill Homeowner Dropoff Area Upgrades

CONTRACT IDENTIFICATION: Contract _____

THIS BID IS SUBMITTED TO: County Commissioners of Worcester County—OWNER

SUBMIT BID AT: Worcester County Government Center
1 West Market Street
Room 1103
Snow Hill, Maryland 21863
Attn: Mr. Dallas Baker, P.E., Director of Public Works

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an agreement with OWNER in the form included in the Contract Documents to perform and furnish all Work as specified or indicted in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.
2. Bidder accepts all of the terms and conditions of the Advertisement and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for sixty (60) days after the day of Bid opening. Bidder will sign and submit the Agreement with the Bonds and other documents required by the Bidding Requirements within fifteen (15) days after the date of OWNER’S Notice of Award.
3. In submitting this Bid, Bidder represents, as more fully set forth in the Agreement, that:
 - a. Bidder has examined copies of all the Bidding Documents and of the following Addenda (receipt of all which is hereby acknowledged):

Date(s)	Number(s)
_____	_____
 - b. Bidder has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance, or furnishing of the Work.
 - c. Bidder has obtained and carefully studies (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, and studies which pertain to the subsurface or physical

conditions at the site or otherwise may affect the cost, progress, performance, or furnishing of the Work as Bidder considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of Article 4 of the General Conditions; and no additional examinations, investigations, explorations, tests, reports, or similar information or data are or will be required by Bidder for such purposes.

- d. Bidder has reviewed and checked all information and data shown on or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports, or similar information or data in respect of said Underground Facilities are or will be required by Bidder in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of Article 4 of the General Conditions.
 - e. Bidder has correlated the results of all such observations, examinations, investigations, explorations, tests, reports, and studies with the terms and conditions of the Contract Documents.
 - f. Bidder has given ENGINEER written notice of all conflicts, errors, or discrepancies that it has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to Bidder.
 - g. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation: Bidder has not directly or indirectly induced or solicited any other bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm, or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER.
4. Bidder will substantially complete the Work within ninety (90) calendar days from receipt of Notice to Proceed and final completion within thirty (30) calendar days from the issuance of substantial completion for the following price as indicated on the Bid Form.

ITEM 10

BID FORM

**WORCESTER COUNTY DEPARTMENT of PUBLIC WORKS
SNOW HILL HOMEOWNER DROPOFF AREA UPGRADES
WORCESTER COUNTY, MARYLAND**

ITEM NO.	PUMP STATION S - ITEM DESCRIPTION	ESTIMATED QTY	UNIT	COST PER UNIT (\$)	TOTAL ITEM COST (\$)
1	MOBILIZATION AND DEMOBILIZATION	1	LS		
2	DEMOLITION, REMOVAL, AND SITE RESTORATION	1	LS		
3	SITE WORK, BACKFILL, SOIL TESTING, AND TRAFFIC CONTROL.	1	LS		
4	FURNISH AND INSTALL CAST-IN-PLACE CONCRETE, APPURTENANCES, AND CONCRETE TESTING	1	LS		
5	FURNISH AND INSTALL 1" SURFACE ASPHALT MILL AND OVERLAY	317	SY		
6	FURNISH AND INSTALL FULL-DEPTH PAVEMENT SECTION	90	SY		
TOTAL BID					

TOTAL BASE BID PRICE IN WORDS: _____

5. The following documents are attached to and made a condition of this Bid:
- a. Required bid Security in the form of bond or cashier's check.
 - b. A tabulation of Subcontractors, Suppliers, and other persons and organizations required to be identified in this Bid.
 - c. Bidder's Qualification Statement with supporting data.

6. Communications concerning this Bid shall be addressed:

EA Engineering, Science, and Technology, Inc. PBC
11200 Racetrack Road, Unit 101
Berlin, MD 21811
Attention: Darl O. Kolar, P.E.
dkolar@eaest.com
Phone: (410) 641-5341
Fax: (410) 641-5349

7. The terms used in this Bid which are defined in the General Conditions of the Construction Contract included as part of the Contract Documents have the meanings assigned to them in the General Conditions.

SUBMITTED ON _____, 2022.

If Bidder is:

An Individual

By _____ (SEAL)
(Individual's Name)

doing business at

Business Address: _____

Phone Number: _____

A Partnership

By _____ (SEAL)
(Firm Name)

(General Partner)

Business Address: _____

Phone Number: _____

A Corporation

By _____ (SEAL)
(Corporation Name)

(State of Incorporation)

By _____
(Name of Person Authorized to Sign)

(Title)

(Corporate Seal)

Attest _____ (SEAL)
(Secretary)

Business Address: _____

Phone Number: _____

A Joint Venture

By _____
(Name)

(Address)

By _____
(Name)

(Address)

(Each joint venture must sign. The manner of signing for each individual, partnership, and corporation that is a party of the joint venture should be in the manner indicated above.)

**FORM OF AGREEMENT
BETWEEN OWNER AND CONTRACTOR**

THIS AGREEMENT is dated as of the ___ day of _____ in the year 2022 by and between the County Commissioners of Worcester County (hereinafter called OWNER) and _____ (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. WORK.

CONTRACTOR shall complete all Work as specified or in the Contract Documents. The Work is generally described as follows:

The Project for which the Work under the Contract Documents is generally described as Snow Hill Homeowner Dropoff Area Upgrades

Article 2. ENGINEERING.

The Project has been designed by EA Engineering, Science, and Technology, Inc., PBC, who is hereinafter called ENGINEER and who is to act as OWNER'S representative, assume all duties and responsibilities and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

Article 3. CONTRACT TIME.

3.1 The Work will be substantially completed within ninety (90) calendar days from receipt of Notice to Proceed and completed with final approval by the OWNER within thirty (30) calendar days from the issuance of the substantial completion. For the purpose of calculating contract completion date, calendar days shall include weekdays, Saturdays, Sundays and all legal holidays.

3.2 Liquidated Damages. OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER five hundred dollars (\$500.00) per day of the first thirty (30) days, and thence one thousand dollars (\$1,000.00) per day for each day that expires after the time specified in paragraph 3.1 until the Work is complete.

Article 4. CONTRACT PRICE.

4.1 OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents in current funds in accordance with the Bid Form.

Article 5. PAYMENT PROCEDURES.

CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

5.1 Progress Payments. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR'S Applications for Payment as recommended by ENGINEER, on or about the 25th day of each month during construction as provided below. All progress payments will be on the basis of the progress of the Work measured by the schedule of values, following approval by the ENGINEER as established in paragraph 2.7 of the General Conditions.

5.2 Retainage. Retainage in the amount of ten (10) percent of each progress payment will be withheld by the OWNER. The retainage will be paid at the time of completion.

Article 6. INTEREST.

All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the Prime Rate in New York City as published in the *Wall Street Journal*.

Article 7. CONTRACTOR'S REPRESENTATIONS.

In order to induce OWNER to enter into this Agreement, CONTRACTOR makes the following representation:

7.1 CONTRACTOR has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance, or furnishing of the Work.

7.2 CONTRACTOR has studied carefully all reports of explorations and tests of subsurface conditions and drawings of physical conditions which are identified in the Supplementary Conditions, as provided in paragraph 4.02 of the General Conditions, and accepts the determination set forth in paragraph SC-4.02 of the Supplementary Conditions of the extent of the technical data contained in such reports and drawings upon which CONTRACTOR is entitled to reply.

7.3 CONTRACTOR assumes responsibility for obtaining and carefully studying all such examinations, investigations, explorations, tests, reports, and studies which pertain to the subsurface or physical conditions or contiguous to the site or otherwise may affect the cost, progress, performance, or furnishing of the Work as CONTRACTOR considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract

Documents including specifically the provisions of paragraph 4.02 of the General Conditions.

7.4 CONTRACTOR has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports, studies, or similar information or data in respect of said Underground Facilities are or will be required by CONTRACTOR in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of paragraph 4.03 of the General Conditions.

7.5 CONTRACTOR has correlated the results of all such observations, examinations, investigations, explorations, tests, reports, and studies with the terms and conditions of the Contract Documents.

7.6 CONTRACTOR has given ENGINEER written notice of all conflicts, errors, or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

Article 8. CONTRACT DOCUMENTS.

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR concerning the Work consist of the following:

8.1 This Agreement (pages 1 to 5, inclusive).

8.2 Exhibits to this Agreement (the Bid Form inclusive).

8.3 Proposal, Performance, and Payment Bonds, identified herein and consisting of 2, 3, and 4 pages respectively.

8.4 Instruction to Bidders.

8.5 Notice of Award.

8.6 General Conditions (pages 00700-1 to 00700-41, inclusive).

8.7 Supplementary Conditions (pages SC-1 to SC-4, inclusive).

8.8 Specifications bearing the title CONTRACT DOCUMENTS AND CONSTRUCTION SPECIFICATIONS; Worcester County Department of Public Works Snow Hill Homeowner Dropoff Area Upgrades, Worcester County, Maryland, and consisting of the items as listed in the table of contents thereof.

8.9 Drawings, consisting of a title sheet and sheets numbered 1 through 4, inclusive with each sheet bearing the following general title.

Worcester County Department of Public Works
Snow Hill Homeowner Dropoff Area Upgrades
Worcester County, Maryland

8.10. CONTRACTOR'S Bid (pages 1 to 6, inclusive) marked exhibit Bid Form.

8.11 Documentation submitted by CONTRACTOR prior to Notice of Award.

8.12 The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents pursuant to paragraphs 3.04 and 3.05 of the General Conditions.

8.13 The documents listed in paragraph 8.2 at seq. above are attached to this Agreement (except as expressly noted otherwise above).

There are no Contract Documents other than those listed in this Article 8. The Contract Document may only be amended, modified, or supplemented as provided in Article 3 of the General Conditions.

Article 9. MISCELLANEOUS.

9.1 Terms used in this Agreement which are defined in Article 1 of the General Conditions will have the meanings indicated in the General Conditions.

9.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent, to an assignment no assignments will release or discharge the assignor from any duty or responsibility under the Contract Documents.

9.3 OWNER AND CONTRACTOR each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect of all covenants, agreements, and obligations contained in the Contract Document.

9.4 Time for payment: Notwithstanding the special conditions, time for payment by OWNER shall be thirty (30) days after presentation of the Application for Payment with ENGINEER'S recommendations, subject to the provisions of the last sentence of paragraph 14.07.

Article 10. ALTERATION OF CONTRACT.

This Contract may only be altered by written agreement executed by OWNER and CONTRACTOR.

IN WITNESS THEREOF, OWNER and CONTRACTOR have signed this Agreement in triplicate. One counterpart each has been delivered to OWNER, CONTRACTOR, and ENGINEER. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or by ENGINEER on their behalf.

This agreement will be effective on _____, 2022

OWNER _____

CONTRACTOR _____

By _____

By _____

[CORPORATE SEAL]

[CORPORATE SEAL]

ATTEST _____

ATTEST _____

Address for giving notices

Address for giving notices

LICENSE NO. _____

Agent for service of process: _____

(If CONTRACTOR is a corporation, attach evidence of authority to sign.)

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SECTION E: SPECIFICATIONS

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SPECIFICATIONS CONTENTS

SECTION 01 11 00	SUMMARY OF WORK
SECTION 01 20 00	MEASUREMENT AND PAYMENT
SECTION 01 33 00	SUBMITTALS
SECTION 01 70 00	CONTRACT CLOSEOUT
SECTION 02 25 00	EXCAVATION, BACKFILL, AND COMPACTION
SECTION 03 10 00	CONCRETE FORMING AND ACCESSORIES
SECTION 03 20 00	CONCRETE REINFORCING
SECTION 03 30 00	CAST-IN-PLACE CONCRETE
SECTION 31 25 00	EROSION AND SEDIMENT CONTROL
SECTION 32 92 00	LAWNS AND GRASSES

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DIVISION 1

SECTION 01 11 00 SUMMARY OF WORK
SECTION 01 20 00 MEASUREMENT AND PAYMENT
SECTION 01 33 00 SUBMITTALS
SECTION 01 70 00 CONTRACT CLOSEOUT

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SECTION 01 11 00
SUMMARY OF WORK

PART 1 GENERAL

1.1 LOCATION

- A. The work to be performed hereunder for the Worcester County Department of Public Works Snow Hill Homeowner Dropoff Area Upgrades project is located in Worcester County, Maryland, at the following address:

Snow Hill Homeowner Dropoff Area
315 Holly Lane
Snow Hill, Maryland 21863

1.2 SCOPE

- A. The work to be performed hereunder includes the furnishing of all labor, materials, transportation, tools, supplies, equipment, electrical work, and appurtenances necessary for the complete, and in-place, satisfactory construction, dewatering as needed, and testing of all work shown on the Contract Drawings and required by the Contract for Worcester County Department of Public Works Snow Hill Homeowner Dropoff Area Upgrades project.
- B. It is the intent of the Contract Documents to describe a complete project and any work that may be reasonably inferred as being required to produce a finished job for the intended purposes, and this work shall be completed whether or not such incidental or related work is explicitly stated in the Contract Documents.
- C. The project Work generally includes the following:
1. Coordination with Worcester County to maintain operations of the transfer station adjacent to the work areas. Setup of traffic barrels to allow public access to half of the work zone during construction. CONTRACTOR shall set up traffic barrels in the middle of the drive lane and commence work along the north side of the proposed improvements. The public shall be given access to the southern side of the work zone to access the trash compactor. When approved the CONTRACTOR shall switch public access to the north side and commence work on the south side of the work zone.
 2. Removal of wooden walkways, wooden framing, partial removal of wooden piles, aggregates, and soils for the installation and testing of cast in place reinforced concrete walls, slabs, testing, and all associated appurtenances.
 3. Furnish and install 10-inch compacted CR-6 base aggregate, 2.5-inch 9.5-mm Surface Superpave asphalt, and 4-inch 19.5 Base Superpave asphalt

section. Including backfill, compaction, and testing of soils, aggregates, and pavement sections.

4. Furnish and install 1-inch mill and overlay of 9.5-mm Surface Superpave asphalt.
5. Coordination with County approved trash compactor installers.
6. Site restoration and repair.
7. Coordination with Worcester County to return operations of the transfer station over to the completed project area.

D. The CONTRACTOR shall provide and install materials and labor to construct the upgrades and make all connections and install all appurtenant items as shown in or required by the Contract Documents.

E. All spoil material shall be removed and disposed of by the CONTRACTOR. The OWNER shall have right of salvage for all equipment removed; however, if the OWNER does not claim this equipment, it shall be disposed of at the CONTRACTOR'S expense.

F. Lump Sum Items

Measurement for all items listed as Lump Sum will be on a lump sum basis and are reflected as such on the bid form. Payment for each of the items will be as a percent complete in accordance with the schedule of values established prior to initiating construction and in accordance with the work completed each month. Payment is not to exceed each lump sum price from bid.

G. Measurement and Payment, Unit Price Items

Measurement for all items listed as Unit Price with quantities identified will be at the unit prices bid, and shall include the furnishing of all labor, tools, equipment and materials and the performance for all work required to complete the project as indicated and specified in accordance with all requirements on the Contract Documents and to the entire satisfaction of the ENGINEER.

H. Measurement and Payment, General

1. All incidental, minor and miscellaneous items, work and materials for which no specific lump sum or unit price bid item is shown and which are necessary to complete the work and to maintain and/or repair the work, shall be done and furnished by the CONTRACTOR without extra charge.

1.3 BOUNDARIES OF WORK

- A. The OWNER shall provide land for the work specified in these Contract Documents and shall provide suitable provisions for ingress and egress, and the CONTRACTOR shall not enter on or occupy with men, tools, equipment, or material any ground outside the property of the OWNER without the written consent of the OWNER of such ground. Other contractors and employees or agents of the OWNER may, for all necessary purposes, enter upon the work and premises used by the CONTRACTOR, and the CONTRACTOR shall conduct his work so as not to impede unnecessarily any work being done by others on or adjacent to the site.
- B. Staging Area shall be on the property. Additional storage required shall be obtained by the CONTRACTOR and shall be the CONTRACTOR'S responsibility.

1.4 WATER SUPPLY

- A. The CONTRACTOR is responsible for providing the construction water necessary to perform the work. The CONTRACTOR shall not take water from the OWNER'S system without written approval of the ENGINEER.

1.5 PERMITS, INSPECTIONS, TESTS

- A. The CONTRACTOR will acquire all permits, inspections, and tests necessary for the proper execution of the work in accordance with all federal, state, and local rules, regulations, and codes. Copies of all permits shall be presented to the OWNER upon receipt and shall be posted, as required, at the project site. The CONTRACTOR is required to immediately notify Worcester County and the Maryland Department of the Environment in the event of any spills or discharges.
- B. The CONTRACTOR shall notify the ENGINEER two (2) working days prior to all inspections and tests and shall furnish certificates of test results and approvals to the ENGINEER upon receipt

1.6 CONTINUITY OF SERVICES

- A. Coordination with Worcester County to maintain operations of half of the homeowner dropoff adjacent to the work areas during construction. When half of the project is finished returning operations to the completed side and start work on the remaining half.

1.7 MATERIAL AND WORKMANSHIP WARRANTY

- A. The CONTRACTOR shall warrant that all workmanship, material, and equipment furnished and installed by him shall be free of defects for a period of one (1) year

after acceptance of the work. Should such defects appear, the CONTRACTOR shall repair or replace such defects at no cost to the OWNER.

1.8 INSTRUCTION OF OWNER'S REPRESENTATIVES

- A. The CONTRACTOR shall thoroughly and completely instruct the OWNER or his representative in the operation and maintenance of all equipment and systems installed under this Contract to the satisfaction of the ENGINEER.

1.9 COORDINATION WITH OTHER CONTRACTORS, UTILITIES, AND GOVERNMENT AGENCIES

- A. There will be construction activities by other contractors, utilities, and government agencies at the project site. The CONTRACTOR will be required to coordinate and cooperate with others in carrying out his work.

1.10 REFERENCED SPECIFICATIONS

- A. The requirements of the ACI, ASA, API, ASME ASTM, AWS, AWWA, CFR, COMAR, EPA, MDE, MSS, UL and other specifications shall mean the latest edition thereof, and shall apply to all of the latest edition thereof, and shall apply to all of the applicable work to be performed, except as modified or revised by the Contract Documents, which shall govern.
- B. The requirements of referenced specifications shall be as binding upon the performance of the work as if they were fully written out herein.

1.11 FIELD ADJUSTMENTS

- A. The alignment and placement of the work shall be subject to adjustments in the field as directed by the ENGINEER.
- B. Calibration of instruments and sensors shall be subject to adjustments in the field as directed by the ENGINEER. All instruments shall be accurately and completely calibrated by the CONTRACTOR.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

Not Used.

**** End of Section ****

SECTION 01 20 00
MEASUREMENT AND PAYMENT

PART 1 GENERAL

1.1 DESCRIPTION

A. Scope of Work

1. The items listed in this Section refer to and are the same pay items listed on the Bid Form. They constitute all of the pay items for the completion of the Work. Compensation for all such services and materials shall be included in the prices stipulated for the lump sum and unit price pay items listed herein. Items of Work not specifically included in this Section for measurement and payment as described herein will not be measured for payment but will be considered incidental to the Contract with the associated costs borne solely by the CONTRACTOR.
2. Schedule of Values
 - a. The Schedule of Values is a list of line items, corresponding to each aspect of the Work, establishing in detail the value or cost of each major part of the Work, and is submitted to ENGINEER for acceptance.
 - b. Upon request of ENGINEER, support values with data that substantiate their correctness.
 - c. The preliminary Schedule of Values is submitted to the ENGINEER for initial review. The CONTRACTOR shall incorporate the ENGINEER's comments into the Schedule of Values and provide a re-submittal to the ENGINEER. The ENGINEER may require corrections and re-submittal of the Schedule of Values until it is acceptable.
 - d. The Schedule of Values and the Progress Schedule updates specified in Section 01 33 00, Submittals, shall be used as the basis for preparing each Application for Payment. The Schedule of Values having sufficient breakdown of materials, labor and installation costs may be used as a basis for negotiating the price of changes in the Work.
 - e. Unit price payment items with their associated quantity shall be included in the Schedule of Values. Provide in the Schedule of Values a detailed breakdown of the unit prices when required by the ENGINEER.

1.2 SUBMITTALS**A. Schedule of Values**

1. The CONTRACTOR shall submit to the ENGINEER for acceptance a Schedule of Values that allocates cost to each item of the Work.
2. The Schedule of Values shall include an itemized list of Work for each major part of the Contract, for each payment item as listed in the Bid Form.
3. This schedule, when approved by the ENGINEER, shall be used as the basis for the CONTRACTOR's Applications for Progress Payments.
4. Submit the required number of copies of the Schedule of Values to ENGINEER at or before the Pre-construction meeting. The first Application for Payment will not be processed without a Schedule of Values approved by the ENGINEER.
5. When required by the ENGINEER, promptly submit an updated Schedule of Values to include cost breakdowns for changes in the Work, including Change Orders.

1.3 MEASUREMENT

Measurement shall be made in accordance with the Bid Form items and as described in the following sections.

A. Estimate of Quantities

1. The estimated quantities for unit price pay items, as listed in the Bid Form, are approximate only and are included solely for the purpose of comparison of Bids. The ENGINEER does not expressly or by implication agree that the nature of the materials encountered below the surface of the ground or the actual quantities of material encountered or required will correspond therewith, and reserves the right to increase or decrease any quantity or to eliminate any quantity as the ENGINEER may deem necessary in accordance with the Contract Documents. CONTRACTOR shall not be entitled to any adjustment in a unit bid price as a result of any change in an estimated quantity and agrees to accept the aforesaid unit bid prices as complete and total compensation for any additions or deductions caused by changes or alterations in the Work directed by the COUNTY. Increased or decreased Work involving change orders will be paid for as stipulated in the Contract Documents.

1.4 PAYMENT

- A. Payments to the CONTRACTOR shall be in accordance with Paragraph GC.14 of the General Conditions and the Agreement.
- B. Lump sum price items shall be paid for the actual percentage of Work completed as identified in the approved Schedule of Values as required in Paragraph 1.5.
- C. Unit price items shall be paid in accordance of Paragraph GC.14.c of the General Conditions and the Agreement.
- D. Payment for the Work shall be made in accordance with the Bid Form items as described in the following sections.
- E. Payment Items: The items listed in the Contract Documents refer to the pay items listed on the Bid Form. They constitute all of the pay items for the completion of the Work. Compensation for all such services and materials shall be included in the prices stipulated for the unit price and lump sum pay items listed on the Bid Form.
 - 1. Each lump sum and unit bid price will be deemed to include an amount considered by the CONTRACTOR to be adequate to cover the CONTRACTOR's overhead and profit for each separately identified item.
 - 2. No progress payments will be made by the ENGINEER until the Construction Schedule and the Schedule of Values have been submitted to and approved by the ENGINEER.
 - 3. The CONTRACTOR shall accept in compensation, as herein provided, full payment for furnishing all materials, labor, tools, equipment, and incidentals necessary to the completed Work and for performing all Work contemplated and embraced by the Contract, also for all loss or damage arising from weather or other unforeseen conditions which may be encountered during the execution of the Work and until its final acceptance by the ENGINEER, and for all risks of every description connected with the prosecution of the Work, except as provided herein, also for all expenses incurred as a result of the suspension of the Work as herein authorized.
 - 4. The payment of any partial estimate or of any retained percentage, except by and under the approved final invoice, in no way shall affect the obligation of the CONTRACTOR to repair or renew any defective parts of the construction or to be responsible for all damage due to such defects.
- F. Eliminated Items: Should any items contained in the Schedule of Values be found unnecessary for the proper completion of the Work contracted, the ENGINEER may

eliminate such items from the Contract, and such action shall in no way invalidate the Contract. No allowance will be made for payment of items so eliminated.

G. Progress Payments:

1. Percentage of Work Complete – At the end of each pay period, the CONTRACTOR’s Superintendent or other authorized representative of the CONTRACTOR shall meet with the ENGINEER and determine and agree upon the percentage of the project completed during the pay period.
2. Application for Payment – The CONTRACTOR will then prepare and submit an Application for Payment to the ENGINEER. The ENGINEER will evaluate the Application for Payment, determine the amounts owed, and issue a Recommendation of Payment in such amounts as provided in the Contract Documents. Progress payments shall be made monthly as the Work progresses. All progress invoices and payments shall be subject to correction in the final invoice and payment. The progress payment will be based on invoices prepared by the CONTRACTOR and approved by the ENGINEER for the value of the Work performed, and materials complete in place in accordance with the Contract. Retainage shall be as specified in the Contract Documents. The payment schedule shall be in accordance with the Contract Documents.

H. Final Payment: The CONTRACTOR shall make and the ENGINEER shall approve, as soon as practicable after the completion of the project, a final invoice for the amount of Work performed under the Contract and establish the value of such Work. Final payment shall be made in accordance with the Contract Documents.

1.5 MEASUREMENT AND PAYMENT OF BASE BID ITEMS

Bid Item No. 1 – Mobilization and Demobilization

This item shall include all items necessary to prepare CONTRACTOR onsite for project commencement as well as all items necessary for disassembly at project completion, and required bonds. Measurement and Payment for Bid Item No. 1 will not be measured and shall be paid by lump sum at the Contract price.

Bid Item No. 2 – Demolition, Removal, and Site Restoration

This item consists of all materials, labor, and equipment to complete all Work activities relating to excavations relating to demolition work, removal of excess or unsuitable soil from the site, removal of timber piles, timber framing, timber decking, fine grading, seeding, stabilization, dewatering, stormwater drainage, and asphalt. The Work shall include, but not be limited to, the following: Installation and maintenance of temporary swales, excavations, geotextile, pumps, dewatering, filtering bags, road cleaning and appurtenances as required. Measurement and Payment for Bid Item No. 2 will not be measured and shall be paid by lump sum at the Contract price.

Bid Item No. 3 – Site Work, Backfill, Soil Testing, and Traffic Control

This item consists of all materials, labor, and equipment to complete Work activities that include, but not be limited to, excavation, backfill, compaction, and testing associated with the placement of concrete, forms, aggregates, asphalt, and all other work not specified required to complete the concrete pad as detailed on the contract documents. Measurement and Payment for Bid Item No. 3 will not be measured and shall be paid by lump sum at the Contract price.

Bid Item No. 4 – Furnish and Install Cast-in-Place concrete, Appurtenances, and Concrete Testing

This item consists of all materials, labor, and equipment to complete Work activities relating to the furnishing, installation of, and testing associated with the placement of concrete, forms, aggregates, metal fascia, and all other work not specified required to complete the concrete pads and retaining wall as detailed on the contract documents. Measurement and Payment for Bid Item No. 4 will not be measured and shall be paid by lump sum at the Contract price.

Bid Item No. 5 – Furnish and Install 1” Mill and Surface Superpave Asphalt Overlay

This item consists of all materials, labor, and equipment to complete Work activities relating to the furnishing and installation of and testing associated with milling 1” of existing asphalt and the placement of 1” of compacted 9.5mm of Superpave surface asphalt, tack coat, joint milling and all work not specified required to complete the mill and overlay as detailed on the contract documents. Measurement and Payment for Bid Item No. 5 will be field measured by the inspector and shall be paid by the Square Yard at the Contract price.

Bid Item No. 6 – Furnish and Install Full-Depth Pavement Section

This item consists of all materials, labor, and equipment to complete Work activities relating to the furnishing and installation of and testing associated with 10” compacted CR-6 Aggregate, 4” 19.5mm base Superpave Asphalt, and 2.5” 9.5mm

ITEM 10

1060947

August 2022

surface Superpave asphalt, tack coat, compaction, joint milling and all work not specified within Bid Item No. 5 and as detailed on the contract documents. Measurement and Payment for Bid Item No. 5 will be field measured by the inspector shall be paid by the Square Yard at the Contract price.

PART 2 PRODUCTS

Not used.

PART 3 EXECUTION

Not used.

**** End of Section ****

**SECTION 01 33 00
SUBMITTALS****PART 1 GENERAL****1.1 DESCRIPTION**

- A. This Section includes general requirements and procedures related to the CONTRACTOR'S responsibilities for preparing and transmitting submittals to the ENGINEER to demonstrate that the performance of the work will be in accordance with the Contract documents and requirements. Submittals include, but are not limited to, schedules, concrete mix design, erosion and sediment controls, lighting, security camera system, fencing materials, and test results, CONTRACTOR'S Drawings, samples, manuals, methods of construction, and Record Drawings. Other requirements for submittals are specified under applicable sections of the Specifications.

1.2 SUBMITTAL REQUIREMENTS

- A. CONTRACTOR shall submit a written list of materials and equipment that will be purchased giving name, address, and telephone number of supplier, manufacturer, or processor within ten (10) calendar days after the receipt of Notice to Proceed. No material shall be incorporated into the Work until approval of the source has been given by the ENGINEER. Delivery of materials to the contract site prior to approval is made at the CONTRACTOR'S risk and is subject to immediate removal at no cost to the OWNER should it be determined that the source is not acceptable.
- B. Submittals shall be scheduled and coordinated with the ENGINEER and CONTRACTOR'S construction schedule.
- C. A complete submittal schedule and list of required submittals shall be submitted with the first submittal, but not later than 10 calendar days after receipt of the Notice to Proceed. The schedule for submission of submittals shall be arranged so that related equipment items are submitted concurrently. The ENGINEER may require changes to the submittal schedule to permit concurrent review of related equipment. Submittals for each Specification Section shall be submitted in their entirety; partial submittals are not acceptable unless specifically requested by the CONTRACTOR with the ENGINEER'S approval of this partial submittal.
- D. Within ten (10) calendar days after the date set forth in the Notice to Proceed for the construction to start, the CONTRACTOR shall prepare and submit for review to the ENGINEER a construction schedule showing the order in which the CONTRACTOR proposes to execute the Work and the dates upon which he proposes to start and complete each major work item. The schedule shall show each major work item with usage of the entire contract time provided in the

Contract, and shall include the dates for submittals, sample testing, approval of materials and CONTRACTOR'S Shop Drawings, and the procurement of materials and equipment. The schedule shall detail the sequence of construction required to maintain continuous operation of the existing transfer station. The construction schedule shall be in chart form showing contemplated completion percentages and arranged to record actual completion percentages at stated intervals. The schedule will outline in detail the proposed equipment, manpower, and production rates necessary to achieve the schedule. The CONTRACTOR shall update the schedule every week with any and all changes, including but not limited to changes in equipment, manpower, and completion dates being annotated.

- E. The ENGINEER may require that the CONTRACTOR furnish additional information and data as required to justify the basis of the schedule.
- F. The accepted construction schedule shall be kept up-to-date as work progresses, including work added by change order, and shall be submitted to the ENGINEER every week and with the request for payment. If the CONTRACTOR fails to submit the required updated schedule within the time prescribed, the ENGINEER may withhold approval of progress payment estimates until such time as the CONTRACTOR submits the required current updated schedule.
- G. The construction schedule shall generally determine the order in which the work is to proceed. However, the ENGINEER may request and authorize minor changes to this schedule whenever such changes are of definite advantage to or necessary for the operations of the OWNER.

1.3 CONTRACTOR'S SHOP DRAWINGS

- A. The CONTRACTOR'S Shop Drawings shall be neat in appearance, legible, and explicit to enable proper review and to ensure compliance with the Contract Documents. They shall be complete and detailed to show fabrication methods and shall include, but not be limited to, assembly and installation details, wiring and control diagrams, catalog data, pamphlets and descriptive literature, and performance and test data. They shall be accompanied by calculations, reports, or other sufficient information to provide a comprehensive description of the structure, machine, or system provided and its intended manner of use. If the CONTRACTOR'S Shop Drawings deviate from the Contract Documents, the CONTRACTOR shall advise the ENGINEER in writing with the submittal and state deviations and the reasons for the deviations with the Contract Documents.
- B. No portion of the work requiring a CONTRACTOR'S Shop Drawing submittal shall be started nor shall any materials be fabricated, delivered to the site, or installed prior to approval by the ENGINEER. Fabrication performed, materials purchased, or onsite construction accomplished that does not conform to approved CONTRACTOR'S Shop Drawings shall be at the CONTRACTOR'S risk. The

OWNER will not be liable for any expense or delay due to corrections or remedies to accomplish conformity.

- C. The review and approval of CONTRACTOR'S Shop Drawings by the ENGINEER shall not relieve the CONTRACTOR from his responsibility with regard to the fulfillment of the terms of the Contract. All risks of error and omission are assumed by the CONTRACTOR, and therefore the ENGINEER, will have no responsibility.
- D. Contract work, materials, fabrication, and installation shall conform with approved CONTRACTOR'S Shop Drawings.
- E. Shop Drawings shall show types, sizes, accessories, and layouts, and shall include plans, elevations, sectional views, components, assembly and installation details, and all other information required to illustrate how applicable portions of the Contract requirements will be fabricated and installed. In the case of fixed mechanical and electrical equipment, layout drawings drawn to scale shall be submitted to show required clearances for operation, maintenance, and replacement of parts. This will include manufacturer's catalog data sheets, pamphlets, descriptive literature, installation, and recommended application as required. Shop Drawings for closely related items shall be submitted together. Additional Shop Drawings and information required for electrical equipment shall be listed in appropriate Specification Sections. All equipment in a given Specification Section shall be submitted together.
- F. Manufacturer's catalog, product, and equipment data shall be certified and shall include materials type, performance characteristics, voltage, phase, capacity, and similar information. Wiring diagrams will be provided when applicable. Indicate catalog, model, and serial numbers representing specified equipment. Provide manufacturer's catalog or part number for all equipment. Provide complete component information for all equipment.
- G. When so specified or directed by the ENGINEER, submit proposed method of construction for specific portions of the work for review and approval. This submittal shall include a detailed written description of all phases of the construction operation to fully explain to the ENGINEER the proposed method of construction. If required by the Specifications, submit installation drawings to supplement the description. Review and approval by the ENGINEER will be in accordance with the approval process herein and shall not relieve the CONTRACTOR from his responsibility with regard to fulfillment of the terms of the Contract. All risks associated with the proposed method remain the CONTRACTOR'S responsibility, and therefore the ENGINEER shall have no responsibility. After review and approval, if, in the opinion of the CONTRACTOR, modifications are necessary, submit such modifications in detail, including reasons for the modifications. Modifications shall not be implemented without review and approval by the ENGINEER.

- H. Each CONTRACTOR'S Shop Drawing submitted by the CONTRACTOR shall have affixed to it the following certification statement signed by the CONTRACTOR:

“Certification Statement: By this submittal, I hereby represent that I have determined and verified all field measurements, field construction criteria, materials, dimensions, catalog numbers, and pertinent data, and I have checked and coordinated each item with other applicable approved drawings and all contract requirements.”

- I. With the first submittal, submit a CONTRACTOR'S Shop Drawing submittal schedule listing as nearly as practical, by Specification Section number, all submittals required and the approximate date the submittal will be made. All submittals for approval shall have the following identification data, as applicable, contained thereon or permanently adhere thereto:
1. OWNER'S Name
 2. Project name and location
 3. Product identification
 4. Drawing title, drawing number, revision number, and date of drawing revision
 5. Subcontractor's, vendor's, and/or manufacturer's name, address, and telephone number
 6. CONTRACTOR'S certification statement.
- J. For the original submittal and each subsequent resubmittal that may be required, submit six (6) legible prints each of all shop and working drawings, and six copies of catalog data, method of construction, and manufacturer's installation recommendation to the ENGINEER for approval. Three (3) copies of all CONTRACTOR'S Shop Drawings will be returned to the CONTRACTOR.
- K. Each submittal shall be made in accordance with the CONTRACTOR'S Drawings submission schedule. Allow twenty (20) calendar days for checking and appropriate action by the ENGINEER. CONTRACTOR'S Drawings will be returned stamped with one of the following classifications:
1. APPROVED – No corrections, no marks.

2. APPROVED AS NOTED – A few minor corrections. All items may be fabricated as marked without further resubmission. Resubmit a corrected copy to the ENGINEER.
3. REVISE AND RESUBMIT – Minor corrections. Resubmit Drawings as per original submissions with corrections noted. Allow 20 calendar days for checking and appropriate action by the ENGINEER.
4. REJECTED – Requires corrections or is otherwise not in accordance with the Contract Documents. No items shall be fabricated. Allow twenty (20) calendar days for checking and appropriate action by the ENGINEER.

1.4 RECORD DRAWINGS (AS-BUILT DRAWINGS)

- A. The CONTRACTOR shall maintain and keep one record copy of all Contract Documents at the site in good order and annotated to show all revisions made during construction. Such annotations shall be kept current and shall be available to be inspected by the ENGINEER at any time. Failure to maintain current Record Drawings will be cause to delay progress payments. Record Drawings shall be available to the ENGINEER at all times during the life of the Contract. All drawings shall be made a part of the Record Drawings and shall include the following:
 1. Contract Drawings – Annotate or redraft, as required, to show all revisions, substitutions, variations, omissions, and discrepancies made or discovered during construction concerning location and depth of concrete pads, conduits, lighting, and fencing. Revisions shall be made and shown on all drawing views with actual dimensions established to permanent points.
- B. At the completion of the Contract, or at the ENGINEER'S request and before final payment is made, furnish the ENGINEER one set of drawings, of a quality that allows reproductions, of the final Record Drawings (as-builts) reflecting all revisions herein described.
- C. The CONTRACTOR shall be responsible for coordination and cooperation with OWNER'S personnel and shall not permanently seal or bolt any equipment covers or material surfaces until after as-built surveys have been made, and shall assist OWNER'S personnel as required in ascertaining necessary location information.

1.5 HEALTH AND SAFETY PLAN (HASP)

- A. Prepare and submit a site HASP for review and acceptance by the ENGINEER. Acceptance by the ENGINEER is required prior to commencement of onsite activities. The HASP shall comply with appropriate local, state, and federal

requirements. The HASP shall address how the CONTRACTOR will monitor excavation, installation of new electrical systems, and construction of proposed features and determine if additional safety procedures are necessary. The plan shall address how the work will be managed, worker safety, and procedures to notify ENGINEER.

- B. The following is a list of items which, at a minimum, shall be included in the HASP:
1. Key Personnel. Names of key personnel responsible for site health and safety, including a site Superintendent and site Safety Officer. The Safety Officer shall have the authority to stop work if hazardous conditions are encountered. The Safety Officer shall have management and supervisor training as required. The Superintendent may serve as the Safety Officer if he has the required training. The Safety Officer shall be onsite during excavation activities.
 2. Site Assessment. An assessment of the site health and safety hazards as related to all onsite activities. Physical and biological hazards shall be addressed. Potential physical hazards include slips, trips, falls, heavy equipment hazards, excavation hazards, electrical hazards, and heat and cold stress.
 3. Emergency Response Plan. This Plan shall address the action required to safely and effectively deal with emergency situations, which may occur during construction activities. At a minimum, the Emergency Response Plan shall address the following list of items:
 - a. Personnel Roles
 - b. Emergency Recognition and Prevention
 - c. Evacuation Procedures and Routes
 - d. Emergency Equipment
 - e. Emergency Medical Treatment.
 4. Site Monitoring Plan. This Plan shall address air monitoring and personnel monitoring and potential onsite environmental sampling including monitoring equipment maintenance and calibration requirements. A list of hazardous (toxic and flammable) substances that may be encountered onsite and their respective permissible exposure limits shall be included in the site HASP.
 5. Revisions to the HASP. The CONTRACTOR may be required to revise the HASP under certain conditions to meet more or less stringent requirements in the event additional contamination is discovered. Any revisions to the HASP shall be reviewed and accepted by the ENGINEER.

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6. CONTRACTOR Responsibilities: The CONTRACTOR shall assume total responsibility for the development, implementation, and enforcement of the Health and Safety Plan and for protection of all onsite personnel's safety, health and welfare and in no way places these responsibilities, partially or in whole, on the ENGINEER, OWNER, or any other onsite personnel.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

Not Used.

**** End of Section ****

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SECTION 01 70 00
CONTRACT CLOSEOUT

PART 1 GENERAL

1.1 DESCRIPTION

- A. This Section includes requirements for cleanup, restabilization, and restoration, as required to prevent accidents to personnel, and OWNER employees, to protect all work in place, restabilize and restore all disturbed areas, removal of all evidence of construction activities, and to effect completion of the Contract in an orderly manner.

1.2 CLEANUP

- A. Construction cleanup shall proceed as construction progresses and shall consist of the removal of all mud, oil, grease, soil, gravel, trash, scrap, debris, and excess materials that are unsightly or may cause the tripping or sliding of workmen, ladders, or equipment. Remove water from floor areas where electrical power tools are to be used and prevent stains on concrete which will be exposed in the finished work. All cleaning materials and equipment used shall be selected and employed with care to avoid scratching, marring, defacing, staining, or discoloring the surfaces cleaned.
- B. Immediately prior to the CONTRACTOR'S written request for a final inspection of the Contract Work or any portion thereof, perform final cleanup.
- C. In addition to the normal "broom clean" requirements, the exposed surfaces of the following materials shall be cleaned as listed herein:
1. Exposed slabs – Wash, scrape, and scrub, using a detergent, as necessary, to remove bond breaker, dirt, and discolorations.
 2. Asphalt paving – Remove mud, dirt, and trash; and hose down as required.
 3. Other surfaces – Remove all blemishes, leave clean, uniform, and dust free.
 4. Premises and site – Removal all trash, debris, surplus excavated material.
- D. No items shall remain on or be discarded on this site, or any other OWNER'S site. Items and excess materials that are to be discarded shall be removed at the CONTRACTOR'S expense. Leave premises orderly and "broom clean."

1.3 RESTORATION AND RESTABILIZATION

- A. All areas disturbed by the CONTRACTOR'S operation shall be restored and restabilized as specified herein. This shall include, but not be limited to, staging and excavation areas, construction strips, access to roads, and all areas within the limit of work.
- B. Final restoration and restabilization shall proceed in accordance with the construction schedule. This shall include seeding and sodding areas disturbed during the construction of the pumping station, disassembly and removal of all temporary construction facilities constructed by the CONTRACTOR, and the site left in an orderly and restored condition as required by the Contract Documents.
- C. Preserve existing site features, (such as signs, markers, guard rails, and fences), and maintain in their existing locations and condition unless written permission is obtained from the ENGINEER for their removal and restoration or replacement. Remove existing site features that conflict with construction operations and store in a manner to keep them clean and in their existing condition. Restore to their locations and existing conditions before removal, or install to new locations as directed. Repair or replace damaged items when directed, at no cost to the OWNER.
- D. Gravel surfaces and access road shoulders shall be restored as near as practicable to their condition prior to being disturbed. Do not reuse shoulder material if contaminated by foreign material. In such place, replace with new material of same quality and gradation. Materials and methods of construction shall be in accordance with specification requirements and with applicable permits secured for this Contract.

1.4 DISPOSAL OF WASTE AND EXCESS MATERIALS

- A. Construction waste and excess construction materials shall be disposed of at the CONTRACTOR'S expense.
- B. Waste and excess material disposed of in an unauthorized area shall be removed by the CONTRACTOR and the area shall be restored as near as practicable to its condition before disturbance, at no cost to the OWNER.

1.5 REMOVAL OF CONDEMNED MATERIAL

- A. Material delivered to the contract site, which has been determined by the ENGINEER to be unsuitable or not in accordance with the Contract Documents, shall be removed from the work site and disposed of at no cost to the OWNER.

PART 2 PRODUCTS**2.1 MATERIALS FOR RESTORATION**

- A. Topsoil: Onsite topsoil or topsoil brought from offsite and which meets the requirements of MSHA Section 920.01.02. Topsoil shall only be provided for the permanent improved areas and shall be placed in six (6) inch (minimum) layers.
- B. Seed for Restoration
1. Unless otherwise specified herein, seed shall be certified by the Maryland Department of Agriculture and shall conform to requirements of Maryland Seed Law and Regulations.
 2. Provide seed mix in accordance with the “2011 MD Standards and Specifications for Erosion and Sediment Control.” Sowing of seed shall be conducted during the periods in accordance with the “2011 MD Standards and Specifications for Erosion and Sediment Control.” Seeding shall not be done outside of these dates without prior approval of the ENGINEER.
- C. Fertilizer for Restoration
1. The CONTRACTOR will submit soil samples to an approved soils testing laboratory for fertilizer recommendations. Recommendations shall be submitted to and approved by the ENGINEER before implementation.
 2. Fertilizer shall be uniform in composition, free flowing and delivered to the site fully labeled according to applicable State fertilizer laws and shall bear the name, tradename or trademark, and warranty of the producer. Fertilizer shall be in accordance with the “2011 MD Standards and Specifications for Erosion and Sediment Control.”
- D. Lime for Restoration: Lime shall be ground limestone containing at least 50% total oxides, calcium oxide plus magnesium oxide. Limestone shall be ground to fineness such that at least 50% will pass through a 100-mesh sieve and 98% to 100% will pass through a 20-mesh sieve. Lime shall be applied as recommended by soil test results.
- E. Mulch for Restoration: Mulch for protection of seeding in restored areas shall conform to the following requirements:
1. Straw shall be clean, weed free, unrotted, applied at a rate of not less than 70 to 90 pounds per 1,000 ft², 1.5 to 2.0 tons per acre, and shall be anchored with one of the following methods: Mulching anchoring tool for flat slopes, mulch nettings, cut back and emulsified asphalt applied five (5) gallons per 1,000 ft², Curasol AH applied five (5) gallons per 1,000 ft²,

Petroset applied per manufacturer's recommendations, RMH Plus Tackifier applied per manufacturer's recommendations, or other equivalent binding solutions. Increase application rate on slopes eight (8) feet or more high as recommended by the manufacturer.

2. Straw erosion control blanket shall be placed in all channel beds that are to be grass lined. Erosion control blankets shall be Type SC150 as manufactured by North American Green, Evansville, Indiana, or equal. Also, all slopes greater than or equal to 3H:1V shall have type SC150 erosion blanket or equal.
- F. Mulch utilized as temporary protection and stabilization shall conform to the above materials requirements. Rate of application shall be directed by the ENGINEER.

PART 3 EXECUTION

3.1 PERMANENT SEEDING

- A. Place six (6) inches of topsoil on all areas defined as permanent improved areas. Harrow, disc, or otherwise loosen topsoil to a depth of four (4) inches.
- B. Remove objectionable material such as stones (two [2] inches or larger), clods, brush, roots, and trash from the top four (4) inches of soil.
- C. Apply fertilizer and lime at the rates recommended by soil test results and as approved by the ENGINEER. Thoroughly mix into the top four (4) inches. Scarify the area and rake until the surface is leveled to provide a maximum of two (2) inches in variation, and the soil is friable and a uniform fine texture.
- D. Apply seed mixture uniformly with mechanical power driven seeders, mechanical cyclone hand seeders, or hydroseeding equipment. Slurry for hydroseeder may contain seed and fertilizer only. Disc seed one (1) inch into soil in drainage ditch areas. Do not rake, roll, or drag the seedbed in all other areas if hydroseeder is used.
- E. Apply mulch at the rates specified herein, to all other areas.

3.2 TIME RESTRICTIONS

- A. When permanent seeding is specified or directed and seeding is not allowed because of time restrictions specified, utilize one or more of the following methods to prevent erosion and sedimentation until such time as permanent seeding or sodding is allowed:
 1. Place and anchor straw mulch.

2. Apply temporary seeding.
 3. Prepare soil as for permanent seeding and then mulch as specified; overseed during next seasonal seeding period.
 4. Provide other erosion control measures acceptable to the ENGINEER.
- B. Remove straw or wood chips used as temporary mulch or work into subsoil at a minimum depth of six (6) inches prior to initiation of permanent seeding application.

3.3 MAINTENANCE OF SEEDED AREAS

- A. Maintain seeded areas until accepted in writing by the ENGINEER.
- B. Water seeded areas as necessary to maintain adequate moisture in the upper four (4) inches of soil and keep mowed to a height of two (2) to three (3) inches. Do not remove more than one-third (1/3) of the grass leaf during initial mowing.
- C. Inspect seeded areas for failures due to poor vegetative growth, traffic, or equipment damage, weather damage, or erosion. Make necessary repairs promptly.
- D. Provide replacements during the specified planting seasons for areas where repairs are deemed to be necessary by the Inspector at no cost to the OWNER. This shall include repairs and replacements due to erosional or weather-related damage.
- E. If stand of turf is inadequate as determined by the ENGINEER, overseed and fertilize using half of the rates originally applied, or reseed. If stand is over 60% damaged, as determined by the ENGINEER, reestablish following original fertilizer, seed bed preparation, and seeding recommendations.

3.4 FINAL WALK THROUGH

- A. Upon receiving the CONTRACTOR'S written request for substantial completion inspection, the ENGINEER will perform a walk through of the site area with the CONTRACTOR'S and the OWNER'S representative(s). All punchlist items identified by the walk through shall be repaired, replaced, as required to the satisfaction of the ENGINEER. Final payment will not be made until all of the punchlist items are resolved to the satisfaction of the ENGINEER.

**** End of Section ****

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DIVISION 2

SECTION 02 25 00 EXCAVATION, BACKFILL, AND COMPACTION

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SECTION 02 25 00
EXCAVATION, BACKFILL, AND COMPACTION

PART 1 GENERAL**1.1 DESCRIPTION**

- A. Excavation, backfill, and compaction shall include, but not necessarily be limited to, the excavation, backfill, for aggregate placement, compaction for electrical conduits, concrete pads, and other concrete structures in accordance with the Contract Documents.

1.2 QUALITY ASSURANCE

- A. All materials removed from trench excavations and used for backfill will be subject to testing by an approved geotechnical engineer to determine the material's suitability for use as backfill. Additional density testing may be required by the ENGINEER. All materials testing shall be provided at no cost to the OWNER.

1.3 SUBMITTALS

- A. CONTRACTOR shall provide aggregate and soil gradations, Atterberg Limits, grain size, optimum compaction, moisture content, and classifications as required to verify conformance to Unified Soil Classification System (USCS). Provide 20-pound bag sample to ENGINEER for approval.

PART 2 PRODUCTS**2.1 MATERIALS FURNISHED BY THE OWNER**

- A. The OWNER will not furnish any materials for trench backfill other than those materials which are available from the trench excavation limits as shown on the Standard Details and the Contract Documents.

2.2 DETAILED MATERIAL REQUIREMENTS

- A. Material for backfills may be from onsite excavations (if of proper quality) or from borrow sources. The material shall be free from organic material, sludge, grit, trash, muck, roots, logs, stumps, excess moisture or frozen material and other deleterious substances. Except as otherwise specified for pipe backfill below or approved by County and ENGINEER, the material shall not contain rocks or lumps larger than four (4) inches in greatest dimension. The material shall not contain mica in quantities, which in the judgment of the OWNER are sufficient to affect compaction characteristics. Materials having a maximum dry density of less than one hundred (100) pounds per cubic foot (AASHTO T 180) shall not be used

unless specifically approved in writing by the OWNER. Cinders, ashes, rubble, and construction debris shall not be used in the work. The use of any soil additive that in the judgment of the OWNER may adversely affect the proposed utility is strictly prohibited.

1. Use and Ownership of Excavated Material
 - a. All suitable material excavated from utility trenches shall be used, as far as practicable, for backfill in trenches if meeting classification defined in these specifications.
 - b. The CONTRACTOR shall properly store, stockpile, and protect all materials that are to be reused in the work. The CONTRACTOR shall replace, at his own expense, material that was suitable when excavated, which has subsequently become unsuitable because of careless, neglectful, wasteful, or unprotected storage. The CONTRACTOR shall have no property right in any material taken from any excavation and no excavated material shall be wasted or otherwise removed from the project site without permission of the OWNER. All unsuitable and surplus suitable material, as determined by the OWNER, shall be removed from the site and disposed of off-site by and at the expense of the CONTRACTOR in accordance with all applicable Federal, State, and local regulations.
2. If insufficient suitable soils are available from excavation on the contract project, the CONTRACTOR shall submit for approval by the OWNER, borrow excavation sites from which such soils as may be required to complete the construction of excavation backfill on the contract project. CONTRACTOR shall make suitability tests as directed by the OWNER. Borrow material shall be supplied and placed at the contract unit price.
3. Excavation Backfills on rights-of-way, improved easements or supporting pavements or surface loads shall be constructed of material classified by the Unified Soil Classification System as GW, GP, GM, SW, or SP. Soils containing more than twenty (20) percent round rock (Pea Gravel) shall not be acceptable.
4. Excavation Backfills not supporting surface loads or pavements and in unimproved easements shall be constructed of materials listed above or GC, SM, SC, ML, or CL.
5. Backfill for pipe, electrical conduit, and structure installation, bedding and trench backfill shall be existing excavated material if meeting above classification, or other as approved by the OWNER. Backfill around

pipings shall not contain any stones greater than – three-quarter (3/4) inch in any dimension.

PART 3 EXECUTION

3.1 SEDIMENT CONTROL

- A. The CONTRACTOR shall install all required sediment control devices in accordance with the drawings, permits and all applicable Federal, State and local regulations.

3.2 TRAFFIC CONTROL

- A. The CONTRACTOR shall furnish all labor, tools, equipment, and materials required for the maintenance of traffic during construction.

3.3 EXCAVATION

A. General

1. Excavation for the installation of utilities shall be unclassified and shall consist of the excavation removal and/or disposition of all material encountered to the lines, grades, and sections shown on the Plans and/or the Standard Details, as specified, or as directed by the OWNER.
2. Unless otherwise indicated, excavation shall be by open cut, except that short sections of a trench may be tunneled, or the pipeline jacked, if, in the opinion of the OWNER, the pipe can be safely and properly installed.
3. Trenches may be excavated and backfilled either by hand or by machinery. The CONTRACTOR shall have no claims, nor will extra compensation be allowed, for hand excavation or backfill, which may be required by these Specifications or by the OWNER for protection of existing utilities or structures.

B. Protection of Property and Structures

1. The CONTRACTOR shall, at his own expense, sustain in place and protect from direct or indirect injury all existing facilities in the vicinity of the excavation, whether above or below the ground, or that may appear in the excavation. The CONTRACTOR shall be responsible for the implementation of protective measures associated with the presence or proximity of pipes, poles, tracks, walls, buildings, property markers, and other structures and property of every kind and description in or over his trenches or in the vicinity of his work whether above or below the surface

of the ground. The CONTRACTOR shall repair or replace damaged facilities at his expense.

C. Utility Adjustments

1. All adjustments to utilities other than those owned by the OWNER shall be performed by the utility owner.

D. Obstructions

1. It shall be the responsibility of the CONTRACTOR to notify "MISS UTILITY," all municipal and County utilities, all utility line owners, and any other parties affected prior to the beginning of work. It is the CONTRACTOR'S responsibility to reference and maintain the location markings during the construction of the project. In the event that a utility location needs to be re-established by Worcester County, the cost to provide this shall be borne by the CONTRACTOR.

E. Removing Obstruction

1. Should the unforeseen position of any pipe, conduit, or other structure above or below ground be such as, in the opinion of the OWNER, to require its removal, realignment, or change due to the work to be done under the Contract, the work of removal, realignment, or change will be done as a change in the work, or will be done by the owner of the obstructions without cost to the CONTRACTOR; but the CONTRACTOR shall uncover and support the structures in the limits of his trench at his own expense before such removal, and before and after such realignment or change. Whether the obstruction is shown on the Plans or not, the CONTRACTOR shall not be entitled to any claim for damage or extra compensation on account of the presence of said structure or on account of any delay in the removal or rearrangement of the same; however, if said structure is not shown on the Plans, time extension will be allowed if deemed to be warranted by the OWNER.
2. In the event that obstructions would delay the work of pipe installation, the CONTRACTOR may, with OWNER approval, be permitted to leave a gap in the work and return to fill the gap after the obstructions have been removed. The installation shall be completed by laying full pipe lengths and appropriate closure pieces.
3. The CONTRACTOR shall not interfere with any persons, firms, or corporations or with the OWNER in protecting, removing, changing or replacing pipes, conduits, poles, or other structures.

4. In the event that the OWNER has entered into any agreement with an affected utility owner or owners which will have an effect on the operations or financial responsibilities of the CONTRACTOR, the requirements of these agreements will be included in the Special Provisions of the Contract.

F. Change of Excavation Location

1. In the event the OWNER directs that the location of an excavation to a reasonable extent from that proposed on the drawing on account of the presence of an obstruction, or from other cause, or if a changed location shall be paid as allowed in the General Conditions upon the CONTRACTOR'S request as approved, the CONTRACTOR shall not be entitled to extra compensation or to a claim for damages, provided that the change is made before the excavation is begun.
2. If, however, such change, made at the direction of the OWNER involves the abandonment of excavation already made, such abandoned excavation together with the necessary backfill, will be considered extra work and the CONTRACTOR shall be compensated accordingly. In the event that the trench is abandoned in favor of a new location, at the CONTRACTOR'S request, the abandoned excavation and backfill shall be at the CONTRACTOR'S expense.
3. If an obstruction shall lie within the trench in such manner that the trench has to be excavated to extra width in order that sheeting or bracing may be properly placed, or in order that a structure to be placed in the trench may be properly built, such extra width of trench shall be classed as miscellaneous excavation. No sloping of sides of excavation, however, for the purpose of avoiding the necessity of placing sheeting or bracing, either in the presence or absence of obstructions, will be considered as excavation beyond pay limits.

G. Trench Width and Depth

1. Trenches shall be excavated to the necessary width and depth as may be shown on the Plans or Standard Details, as specified in the Special Conditions, or as directed. The trench subgrade shall be such as to provide a uniform and continuous bearing and support for foundations, or conduits solid undisturbed earth for the full length of excavation. Any part of the bottom of the trench excavated below subgrade shall be backfilled with approved material and compacted in accordance with Contract Documents, at no expense to the OWNER.
2. The sides of the trenches shall be practically plumb and under no circumstances will they be permitted to be sloped except with the written

approval of the OWNER. Should the CONTRACTOR elect to slope or cut-back the sides of the trench, no additional payment will be made for extra excavation, backfill, restoration, or contingent items beyond the limits indicated on the Standard Details.

H. Length of Open Trench

1. The CONTRACTOR shall limit trench excavation to what can be opened, constructed, and backfilled in a single working day.
2. All trenches shall be closed at the end of each work day.

I. Responsibility for Condition of Excavation

1. The CONTRACTOR shall be responsible for the condition of all excavations made by him.

J. Excavation Support

1. The support of the excavation and all structures shall be the sole responsibility of the CONTRACTOR.
2. The CONTRACTOR shall support the sides and ends of all excavations wherever necessary with braces, sheeting, shoring or stringers, trench boxes, or other acceptable excavation support systems. All trench support systems shall be installed by men skilled in such work and shall be so arranged that it may be withdrawn as backfilling proceeds, without injury to the utility or structure constructed or to any roadbed, adjacent structure or property. Supporting methods shall be included in CONTRACTOR'S Excavation Plan.
3. Wherever necessary, in running sand, or soft ground, or for the protection of any structure or property, sheeting shall be driven without extra compensation to such a depth below the bottom of the trench as may be required or directed. Where directed by the OWNER to leave sheeting in place, payment will be made under the appropriate contingent item.
4. All work shall be performed in accordance with the latest applicable Federal, State, and local safety and health regulations.

K. Drainage and Dewatering

1. The CONTRACTOR shall grade the site as necessary to prevent surface water ponding or from flowing into the trench or other utility excavations and shall provide all necessary temporary surface drainage and keep the same operating to the satisfaction of the OWNER until permanent

drainage or finished grading and permanent surface stabilization has been completed.

2. It shall be the CONTRACTOR'S responsibility to adequately control water that may be present in the excavation. A National Pollutant Discharge Elimination System (NPDES) permit shall be obtained by the CONTRACTOR to dewater excavations from the Maryland Department of the Environment for the anticipated dewatering period. If flow is more than 10,000 gallons per day or longer than 30 days, an NPDES permit is required. Fees shall be paid by the OWNER.
3. CONTRACTOR shall provide for the disposal of water removed from excavations in such a manner not to cause damage to public or private property or to any portion of the work completed or in progress or cause any impediment to the use of any area by the public; nor shall the CONTRACTOR discharge any flushing or groundwater or any material of any nature into existing sanitary sewer system during the construction of the facilities. All water shall be discharged through an approved sediment control device and under the threshold as required by the Maryland Department of the Environment requiring a groundwater discharge permit.

L. Excavation Below Subgrade

1. The CONTRACTOR shall, without additional compensation, before any pipe or appurtenance is installed, fill all unauthorized depressions or irregularities in the bottom of excavations with aggregate fill.
2. Where the bottom of the excavations, at subgrade, is in unstable or unsuitable material, excavation shall be carried to such depth as ordered by the OWNER. The trench bottom shall be restored to subgrade with aggregate fill.

3.4 BACKFILL

- A. The CONTRACTOR shall backfill as rapidly as practicable after the installation of the utility therein, or after the excavation has served its purpose. No more than one hundred (100) feet of trench may be open at any time except as approved by the OWNER.
- B. Backfill to twelve (12) inches above top of pipe: Suitable material shall be carefully placed around and to a depth of twelve (12) inches over the pipe. These initial lifts shall be carefully placed and hand-tamped in four (4) inch layers. Care should be exercised in this operation to insure that the alignment of the utility is not disturbed.

- C. From twelve (12) inches above top of pipe to top of trench: The remainder of the trench may be backfilled in layers not exceeding the specified compaction lift depths. However, if lift thickness is followed and the specified compaction is not obtained based on the testing during backfilling, the CONTRACTOR shall, at his own expense, remove, replace, and retest as many times as is required to obtain the specified compactions. In backfilling the remainder of the trench, stones of not more than four (4) inches in largest dimension which have been taken out in excavating may be mixed with earth in an amount not exceeding twenty-five (25) percent of the backfill volume. Stones of larger size or in greater quantities shall not be used, unless directed by the OWNER. The CONTRACTOR shall not permit excavations to be used for the disposal of refuse.
- D. In paved areas, the CONTRACTOR shall furnish and backfill the trench as per the requirements of the governing regulatory agency, and/or Contract Documents.
- E. Should additional material be required or deemed unsuitable by the geotechnical engineer for backfilling, the CONTRACTOR shall obtain Borrow material from offsite sources, to complete the trench backfill. If soil removed from the trench is determined to be suitable but too wet for immediate reuse as determined by the geotechnical engineer, the CONTRACTOR may be allowed to replace with approved material at their own expense.
- F. No layer of soil shall be placed on a frozen surface of a preceding layer or on a frozen subgrade.

3.5 COMPACTION

- A. The CONTRACTOR shall, in unimproved areas outside the public rights-of way, compact each backfill layer in such a manner as to obtain a dense backfill free of voids and not susceptible to undue settlement or depression. Backfilled lifts extending to not less than one (1) foot in depth or as approved by the OWNER shall be compacted to at least ninety (90) percent of maximum density at a moisture content within five (5) percent of the optimum in accordance with ASTM D 1556. Perform density testing per ASTM D 6938 Nuclear Density for soils and aggregate. ASTM D 2950 for Bituminous pavement.
- B. Backfill for any improved area beneath aggregates, paving, or concrete specified hereinafter shall be backfilled with suitable material and compacted in lifts not to exceed eight (8) inches in thickness to at least ninety-five (95) percent of maximum density at a moisture content within five (5) percent of the optimum in accordance with ASTM D 1556. All compaction must comply with the aforementioned or the latest edition of the governing applicable road code or permit whichever is most stringent. CONTRACTOR shall hire an independent testing agency to provide suitable Proctor curves for each type of backfill material used in the project. CONTRACTOR'S testing agency shall perform density tests at a rate of one (1) test per every one hundred (100) feet, for each eight (8) inch

lift of material placed. The CONTRACTOR'S independent testing agency shall be subject to approval by the OWNER. Perform density testing per ASTM D 6938 Nuclear Density, ASTM D 2950 for Bituminous pavement.

- C. Insofar as the specifications for mechanical tamping equipment or methods are concerned, no specific requirements are included in these Specifications other than that the use of any particular type of equipment is subject to the approval of the OWNER and that the OWNER has sole right to judge what equipment is suitable for the uses intended.

3.6 MAINTENANCE OF BACKFILLED TRENCH

- A. All backfilled trenches shall be maintained in an acceptable condition by and at the expense of the CONTRACTOR for a period of four months following the date of conditional acceptance of the work. Retainage may be held until the end of this period.
- B. If the CONTRACTOR fails to fill depressions in the backfilled trench within twenty-four (24) hours after the receipt of notice from the OWNER, the OWNER may refill said depressions and the cost thereof shall be retained from any monies due the CONTRACTOR, under the Contract. In case of emergency, the OWNER may refill any dangerous depression or protect with lights wherever necessary without giving previous notice to the CONTRACTOR; and the cost of so doing shall be retained from any monies due to become due the CONTRACTOR under the contract.
- B. The CONTRACTOR shall be responsible for any injury or damage that may result from lack of maintenance of any refilled excavation at any time prior to final acceptance of the Project.

**** End of Section ****

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DIVISION 3

SECTION 03 10 00 CONCRETE FORMING AND ACCESSORIES
SECTION 03 20 00 CONCRETE REINFORCING
SECTION 03 30 00 CAST-IN-PLACE CONCRETE

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SECTION 03 10 00
CONCRETE FORMING AND ACCESSORIES

PART 1 GENERAL

1.1 DESCRIPTION

- A. The work to be furnished under this Section includes, but is not limited to the designing, furnishing, fabricating, erecting, and bracing required for the various concrete work on the site.

1.2 SUBMITTALS

- A. The CONTRACTOR shall prepare and submit for approval complete detailed plans of all formwork to be constructed. Submittals shall be in accordance with Section 01 33 00 of these Specifications. He shall not proceed with formwork construction until his plans have been approved. This requirement may be waived for minor foundations (less than one [1.0] cubic yard) only upon receipt of written approval from the ENGINEER. However, approval of these plans or lack thereof shall not relieve the CONTRACTOR of complete responsibility for the safety and adequacy of all formwork.

1.3 DESIGN CRITERIA

- A. Forms shall be designed in accordance with American Concrete Institute (ACI) 347 and such that the forms can be removed without injuring the concrete. The design and engineering of the formwork shall be the responsibility of the CONTRACTOR.

PART 2 PRODUCTS

2.1 MATERIALS

- A. Forms for concrete work shall conform to ACI Standard 318 and shall be constructed of wood, steel, or other approved materials. Surfaces of forms shall be free from irregularities, dents and sags. Lumber used in forms shall be dressed to a uniform thickness, evenly matched and free from loose knots and other imperfections that would produce defects in the finished concrete surfaces. The CONTRACTOR may elect to employ prefabricated forms, upon prior approval as to both type and material, for concrete walls and structures. In either case a plain smooth surface of the desired contour must be obtained. For surfaces to be given a rubbed finish the material shall be heavy plywood unless otherwise specifically approved. For curved or special surfaces the above requirements may be modified.

- B. Form surfaces in contact with concrete shall be treated with an effective bond-breaking form coating, in accordance with Section 3.4 of ACI 347. Forms shall be designed to permit easy removal. Prying against the face of the concrete will not be allowed. Only wooden wedges shall be used.
- C. Plywood forming shall be B-B Plyform Class 1 Exterior, as manufactured and specified by the American Plywood Association.
- D. Form ties, spreaders, and other form accessories shall be commercial brands of standard manufacture. Form ties and accessories shall be of such design that upon removal of forms, no metal shall be less than one and a half (1-1/2) inch from the surface of concrete. All tie holes shall be filled entirely.

PART 3 EXECUTION

3.1 FABRICATION AND ERECTION

- A. The form material shall be placed so a smooth surface free from irregularities is obtained. Sheets of material shall be placed so that joints are in regular and true horizontal and vertical lines. Full sized plywood sheets shall be used except where a single smaller piece will cover an entire area. Where form lining is used it will be used in pieces as large as possible. All joints shall be solidly backed, butted tight together and sealed with white lead paste or other approved crack fillers. All holes shall be filled as well as depressions or hammer marks so that the completed surface is as smooth as possible. When steel forms are used the panels shall be as large as practical and of sufficient gage to prevent surface irregularities. Panels shall be assembled in uniform patterns and firmly locked and braced together to form a smooth surface. Bent or irregular panels will not be used. Round fiber column forms shall be furnished full height and shall be fitted with circular wooden templates at top and bottom and with wooden collars at intermediate points. Fiber forms shall be removed no later than ten (10) days after pouring.
- B. All lumber shall be free from knotholes, loose knots, cracks, splits, warps, or other defects impairing the strength or the appearance of the finished structure.
- C. The forms shall be built true to line and braced in a substantial and unyielding manner. They shall be mortar tight and shall be thoroughly soaked with water to close cracks due to shrinkage.
- D. Dimensions affecting the construction of subsequent portions of the work shall be carefully checked after the forms are erected and before any concrete is placed. The interior surfaces of the forms shall be adequately oiled, greased, or soaped to ensure nonadhesion of mortar. Form plywood and/or lumber which is used a second time shall be free from bulge, warp or damage and shall be thoroughly cleaned. The forms shall be inspected immediately preceding the placing of

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concrete and any defects shall be remedied and all dirt, sawdust, shavings, or other debris within the forms shall be removed.

- E. Blocks and bracing shall be removed with the forms and in no case shall any portion of the wood forms be left in the concrete. Special attention shall be paid to the ties and bracing and when forms appear to be insufficiently braced or unsatisfactorily built, before or during construction, the work will be ordered stopped until the defects have been corrected. The forms shall be so constructed that the finished concrete shall be of the form and dimensions shown on the plans and true to line and grade.
- F. Securely install in the formwork required inserts, anchors, sleeves, and other items specified under other sections or as shown on the Contract Drawings. Wherever practicable, securely fasten embedded items to reinforcing steel.
- G. Set edge forms and screed to produce the indicated elevations and contours, and secure to prevent displacement during placing and consolidation of concrete.
- H. Construct formwork so as to result in concrete surfaces conforming to the tolerances specified herein.
- I. Concrete Tolerances
 - 1. Variations from the plumb:
 - In any 10 ft of length.....1/4 in.
 - Maximum for entire length.....1 in.
 - 2. Variation from the level or from the grades indicated on the drawings.
 - In any 10 ft of length.....1/4 in.
 - In any bay or in any 20 ft of length....3/8 in.
 - Maximum for entire length3/4 in.
 - 3. Variation of linear building lines from
 - Established position in plan1/2in.
 - 4. Variation in cross-sectional dimensions of columns and beams and in the thickness of slabs and walls.
 - Minus1/4 in.
 - Plus.....1/4 in.

- 5. Footings:
 - a. Variation in dimensions in plan, when formed.

Minus1/2 in.
Plus.....2 in.
 - b. Variation in dimensions in plan against unformed excavation.

Minus1/2 in.
Plus.....3 in.

3.2 REMOVAL OF FORMS, FALSEWORK, AND CENTERING

- A. Unless earlier removal is approved by the ENGINEER, maintain forms, falsework and centering in place until the concrete has attained the minimum of forty (40) percent of specified design strength.
- B. Do not disturb or remove forms until the concrete has hardened sufficiently to permit form removal with complete safety.
- C. Do not remove shoring until the member has acquired sufficient strength to support its own weight, the load upon it, and the added load of construction.
- D. Do not strip floor slabs in less than two (2) days.
- E. Do not strip vertical concrete in less than seven (7) days.

**** End of Section ****

SECTION 03 20 00
CONCRETE REINFORCING

PART 1 GENERAL

1.1 DESCRIPTION

- A. The work to be performed under this Section includes, but is not limited to the furnishing, fabricating, bending and placing of all steel reinforcement as shown on the Contract Drawings and as specified herein.
- B. Details of concrete reinforcement and accessories not included in this Section shall be in accordance with American Concrete Institute (ACI) 315-80.

1.2 RELATED WORK SPECIFIED ELSEWHERE IN THESE SPECIFICATIONS

- A. Section 03 10 00, Concrete Forming and Accessories.

1.3 SUBMITTALS

- A. Shop drawings are required for all reinforcement and shall be in accordance with Section 01 33 00, as well as ACI 315-80, manual of standard practice for detailing concrete structures.
- B. Furnish certified copy of mill tests on each heat, showing chemical and physical analysis.

PART 2 PRODUCTS

- A. Reinforcing bars shall be new, intermediate grade billet steel, deformed, of domestic manufacture and in accordance with ASTM Designation A 615, Grade 60. Bars shall be of the sizes, shapes, laps, spacings, and clearances as shown on the Contract Drawings and detailed in accordance with the latest applicable provisions of ACI 318 and ACI 315.
- B. Metal accessories shall be in accordance with ACI 315 and shall include spacers, bolsters, chairs, tie bars, support bars, and all other items necessary for the proper support and location of the reinforcement and forms. All metal accessories shall be employed. No metal accessories shall be exposed on the surface of the finished concrete.

PART 3 EXECUTION**3.1 BONDING AGENT**

- A. A bonding agent shall be used for:
1. Vertical surfaces of concrete against which new concrete is to be placed.
 2. A thin uniform coating of bonding agent shall be brushed onto the prepared surface immediately before placing fresh concrete. Bonding agents shall be mixed by means of a mixer. Any bonding agent not used within thirty (30) minutes of mixing shall be discarded. Bonding agent that has dried shall be removed and replaced prior to placing concrete against it.

3.2 ADHESIVE DOWELS

- A. The CONTRACTOR shall drill holes to the required dimensions, clean holes, place dowel adhesive, and properly position the dowels as specified in the Contract Documents. Core drilling of the dowel holes shall not be permitted.
- B. Steel reinforcement and other existing embedments shall not be cut or damaged by the drilling process. Prior to drilling holes, the CONTRACTOR shall locate existing steel reinforcement using a cover meter, utility ducts, post tensioning hardware, and any unsound concrete in the vicinity of the dowel locations. If any of the above is encountered during drilling operations, the ENGINEER shall be notified immediately.
- C. The CONTRACTOR'S operations shall not cause spalling, cracking, or other damage to the surrounding concrete. Concrete spalled or otherwise damaged by the CONTRACTOR'S operations shall be repaired in a manner acceptable to the ENGINEER. The CONTRACTOR shall clean the holes using compressed air to remove all deleterious material, including dust and debris, and shall dry them prior to placing the dowel adhesive. Holes that are started but not completed shall be cleaned and filled with a proprietary patching material.
- D. The handling and placement of the dowel adhesive shall conform to the manufacturer's written instructions. All excess dowel adhesive shall be struck-off flush with the concrete surface and removed from the surrounding concrete surface area.
- E. Dowels shall be clean and free of deleterious material.
- F. The CONTRACTOR shall maintain dowels in the proper position during the setting of the dowel adhesive and shall prevent the loss of dowel adhesive from the holes.

3.3 FABRICATION

- A. Detailing and fabrication of reinforcement shall be in accordance with the latest editions of ACI 315 and ACI 301.

3.4 DELIVERY, STORAGE, AND HANDLING

- A. Immediately after delivery, reinforcing steel shall be sorted for size, shape, and length or by final usage. Steel shall be handled utilizing equipment and procedures to prevent bending, kinking, or damaging the steel. Reinforcing steel shall be stored on racks clear of the ground to protect it at all times from the weather. Sufficient supports shall be used to prevent damage to the steel.

3.5 PLACING

- A. Only material free from loose rust, scale, grease, or other adhering substances shall be placed in the forms. It shall be placed in exact positions and spacing shown. Spacing between forms and bars shown shall be maintained. Securely fasten in position so materials do not become displaced during placing of concrete. Cleaning, bending, placing, and splicing of reinforcement shall be done in accordance with requirements of the Contract Drawings and approved shop drawings. Mesh reinforcement in slabs shall have sides and ends lapped not less than one mesh. All mesh in slabs on grade shall be placed in top half of slabs.

3.6 CLEAR COVER

- A. All reinforcement shall have a clear cover measured from the outside of the bar to the concrete surface as listed below, unless otherwise noted on Contract Drawings.
1. Concrete deposited against the ground shall be three (3) inches.
 2. Formed surfaces exposed to weather or in contact with the ground or process liquid shall be two (2) inches.
 3. Tops of Slabs
 - a. #6 through #18 bars shall be two (2) inches
 - b. #5 Bar, W31 or D31 wire and smaller one and one-half (1-1/2) inches.

3.7 SPLICING

- A. Where single lengths of bars are not available, shorter bars may be used. Splices shall overlap as shown on drawings or as specified in ACI 318 and ACI 315. Locations of splices are to be approved by ENGINEER.

3.8 INSERTS AND FASTENING DEVICES FOR OTHER WORK

- A. The CONTRACTOR shall provide for installation of inserts, conduit, pipe sleeves, drains, hangers, metal ties, anchors, bolts, angle guards, and other fastening devices required for attachment of other work. Reinforcing shall be properly located in cooperation with other trades and secured in position before concrete is poured.
- B. Sufficient time between erection of forms and placing of concrete shall be given to various trades to permit proper installation of their work. See Contract Drawings and other sections of these Specifications for extent, location, and details of items to be embedded or placed in concrete.
- C. All sleeves, chases, inserts, hangers, etc., which are provided and placed in forms by various trades shall be maintained in position and protected until concreting is completed.

3.9 INSPECTION

- A. All reinforcement shall be subject to inspection by the ENGINEER after placement in the forms. Approval of ENGINEER shall be obtained prior to pouring concrete.

**** End of Section ****

SECTION 03 30 00
CAST-IN-PLACE CONCRETE

PART 1 GENERAL

1.1 DESCRIPTION

A. Scope

1. CONTRACTOR shall provide all labor, materials, equipment, and incidentals as shown, specified and required to furnish and install cast-in-place concrete and related materials.

B. Coordination

1. Review installation procedures under other sections and coordinate the installation of items that must be installed in the concrete.

1.2 QUALITY ASSURANCE

A. Reference Standards

1. Comply with the applicable provisions and recommendations of the following, except as otherwise shown or specified.
 - a. American Concrete Institute (ACI) 301, Specifications for Structural Concrete for Building (includes ASTM Standards referred to herein except ASTM A 36).
 - b. ACI 347, Recommended Practice for Concrete Formwork.
 - c. ACI 304, Recommended Practice for Measuring, Mixing, Transporting, and Placing Concrete.
 - d. ASTM A 36, Structural Steel.
 - e. Maryland Department of Transportation Specification Section 918, Cement Concrete Mixture.

1.3 PRODUCT DELIVERY, STORAGE, AND HANDLING

- A. All materials used for concrete must be kept clean and free from all foreign matter during transportation and handling and kept separate until measured and placed in the mixer. Bins or platforms having hard clean surface shall be provided for storage. Suitable means shall be taken during hauling, piling and handling to

ensure that segregation of the coarse and fine aggregate particles does not occur and the grading is not affected.

- B. Deliver concrete reinforcement materials to the site bundled, tagged, and marked. Use metal tags indicating bar size, lengths, and other information corresponding to markings shown on placement diagrams.

PART 2 PRODUCTS

2.1 CONCRETE MATERIALS

A. Portland Cement

- 1. ASTM C 150, Type II.

B. Aggregates

- 1. ASTM C 33.

- a. Fine Aggregate: Clean, sharp, natural sand free from loam, clay, lumps or other deleterious substances. Dune sand, bank run sand and manufactured sand are not acceptable.
- b. Coarse Aggregate: ASTM C 33 Clean, uncoated, processed aggregate containing no clay, mud, loam, or foreign matter, as follows:
 - i. Crushed stone, process from natural rock or stone,
 - ii. Washed gravel, either natural or crushed. Use of slag and pit or bank run gravel is not permitted.
- c. Coarse Aggregate Size: Size to be ASTM C 33, Nos. 57 or 67, unless permitted otherwise by ENGINEER.
- d. Water: Clean, potable.
- e. Air-Entraining Admixture: ASTM C 260.
- f. Water-Reducing Admixture: ASTM C 494. Only use admixtures which have been tested and accepted in mix designs.

2.2 REINFORCING MATERIALS

- A. Reinforcing Bars: ASTM A 615, Grade 60.

PART 3 EXECUTION**3.1 INSPECTION**

- A. CONTRACTOR shall examine the conditions under which concrete is to be placed, and notify ENGINEER in writing of unsatisfactory conditions. Do not proceed with the Work until unsatisfactory conditions have been corrected in a manner acceptable to ENGINEER.

3.2 FORMWORK

- A. Construction so that concrete members and structures are correct size, shape, alignment, elevation and position, complying with ACI 347.
- B. Clean and adjust forms prior to concrete placement. Apply form release agents or wet forms, as required. Retighten forms during and after concrete placement if required to eliminate leaks.

3.3 REINFORCEMENT, JOINTS, AND EMBEDDED ITEMS

- A. Comply with the applicable recommendations of specified codes and standards, and Concrete Reinforcing Steel Institute (CRSI), Manual of Standard Practice, for details and methods of reinforcement placement and supports.
- B. Clean reinforcement to remove loose rust and mill scale, earth, ice and other materials which reduce or destroy bond with concrete.
- C. Position, support, and secure reinforcement against displacement during formwork construction or concrete placement. Locate and support reinforcing by metal chairs, runners, bolsters, spacers and hangers, as required.
 - 1. Place reinforcement to obtain the minimum concrete coverages as shown and as specified in ACI 318. Arrange, space, and securely tie bars and bar supports together with sixteen (16) gage wire to hold reinforcement accurately in position during concrete placement operations. Set with ties so that twisted ends are directed away from exposed concrete surfaces.
 - 2. Reinforcing steel shall not be secured to forms with wire, nails or other ferrous metal. Metal supports subject to corrosion shall not touch formed or exposed concrete surfaces.
- D. Concrete shall not be placed until the reinforcing steel is inspected and permission for placing concrete is granted by ENGINEER. All concrete placed in violation of this provision will be rejected.

- E. Installation of Embedded Items: Set and building into the Work anchorage devices and embedded items required for other Work that is attached to, or supported by cast-in-place concrete.

3.4 CONCRETE AND PLACEMENT

- A. Proportioning and Design of Mix:
 - 1. Minimum compressive strength at 28 days: 4,000 psi.
 - 2. Maximum water cement ratio by weight: 0.50.
 - 3. Minimum cement content: 560 pounds per cubic yard.
 - 4. Normal weight: 145 pounds per cubic foot.
 - 5. Use air-entraining admixture in all concrete: provide not less than four (4) percent or more than eight (8) percent entrained air for concrete exposed to freezing and thawing, and from two (2) percent to four (4) percent for other concrete.
 - 6. Calcium Chloride: Do not use calcium chloride in concrete, unless otherwise authorized in writing by ENGINEER. Do not use admixtures containing calcium chloride.
 - 7. Slump Limits: At point of placement, not less than two (2) inches and not more than five (5) inches.
- B. Job-Site Mixing: Use drum type batch machine mixer, mixing not less than one and a half (1-1/2) minutes for one (1) cubic yard or smaller capacity. Increase mixing time at least fifteen (15) seconds for each additional cubic yard or fraction thereof.
- C. Ready-Mixed Concrete: ASTM C 94.
- D. Concrete Placement: Comply with ACI 304, placing concrete in a continuous operation within planned joints or sections. Do not begin placement until work of other trades affecting concrete is completed.
- E. Consolidate placed concrete using mechanical vibrating equipment with hand rodding and tamping, so that concrete is worked around reinforcement and other embedded items and into all parts of forms.
- F. Protect concrete from physical damage or reduced strength due to weather extremes during mixing, placement, and curing.

1. In cold weather comply with ACI 306.
2. In hot weather comply with ACI 305.

3.5 QUALITY OF CONCRETE WORK

- A. Make all concrete solid, compact and smooth, and free of laitance, cracks and cold joints.
- B. Cut out and properly replace to the extent ordered by ENGINEER, or repair to the satisfaction of ENGINEER, surfaces which contain cracks or voids, are unduly rough, or are in any way defective. Patches or plastering will not be acceptable.
- C. Repair, removal, and replacement of defective concrete as ordered by ENGINEER shall be at no additional cost to OWNER.

3.6 CURING

- A. Curing: Begin initial curing as soon as free water has disappeared from exposed surfaces. Keep continuously moist for not less than seventy-two (72) hours. Continue curing use of moisture-rating cover or membrane-forming curing compound. Cure formed surfaces by moist curing until forms are removed. Provide protections as required to prevent damage to exposed concrete surfaces.

3.7 FINISHES

- A. Exposed to View Surfaces: Provide a smooth finish for exposed. Remove fins and projections, patch defective areas with cement grout, and rub smooth.

**** End of Section ****

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DIVISION 31

SECTION 31 25 00 EROSION AND SEDIMENT CONTROL

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SECTION 31 25 00
EROSION AND SEDIMENT CONTROL

PART 1 GENERAL

1.1 DESCRIPTION

- A. The Work covered by this Section consists of furnishing all materials, equipment tools and labor to construct erosion and sediment control systems.
- B. The Work to be performed includes, but is not limited to silt fence, stabilized construction entrances, and site surface drainage conveyances as specified herein and as shown on the Contract Drawings.
- C. All erosion and sediment control devices shall be inspected daily by the CONTRACTOR and maintained continuously throughout the duration of the project by the CONTRACTOR. The CONTRACTOR is required to provide the ENGINEER with a Daily Inspection Form for Erosion and Sediment Controls that documents the condition of the erosion and sediment control devices and documents repairs and maintenance that is completed that day. The CONTRACTOR is required to indicate on the Daily Inspection Form for Erosion and Sediment Controls any observations of erosion and sediment controls that require maintenance, repair, or replacement, as well as indicate his/her recommendations for erosion and sediment controls that require maintenance, repair, or replacement. The County may conduct independent periodic inspections. This process will enable the CONTRACTOR to obtain approval from the ENGINEER prior to conducting any required maintenance, repairs, or replacements of erosion and sediment controls. The CONTRACTOR will not be compensated for maintenance, repairs, or replacement of erosion and sediment controls unless Daily Inspection Forms for Erosion and Sediment Controls are provided to the ENGINEER and the ENGINEER provides prior authorization of such maintenance, repairs, or replacement of erosion and sediment controls.
- D. The CONTRACTOR shall water seeded areas immediately upon placement of both temporary and permanent seeding. The CONTRACTOR shall provide sufficient watering of grass throughout the duration of the project.

1.2 REFERENCES

- A. Maryland Standards and Specifications for Soil Erosion and Sediment Control, 2011 Ed.

1.3 QUALITY ASSURANCE

- A. The CONTRACTOR shall provide the necessary straw bales, silt fence, and/or other temporary erosion control measures to contain all his/her work activities, and as shown on the Contract Drawings or as directed by the ENGINEER.
- B. Erosion control measures as shown on the Contract Drawings shall be established at the beginning of construction and maintained during the entire period of construction. Onsite areas that are subject to severe erosion, and offsite areas that are especially vulnerable to damage from erosion and/or sedimentation are to be identified and receive special attention in a manner approved by the ENGINEER.
- C. All land-disturbing activities are to be planned and conducted to minimize the size of the area to be exposed at any one time and the length of exposure. In any case, the area to be exposed at any one time shall not be greater than the construction phase in which work is being conducted, as delineated on the Contract Drawings.
- D. Surface water runoff originating upgradient of exposed areas shall be controlled to reduce erosion and sediment loss during the period of exposure.
- E. When the increase in peak velocity of storm water runoff resulting from a land-disturbing activity is sufficient to cause accelerated erosion of the receiving stream, the CONTRACTOR shall provide measures to control both the velocity and the rate of release so as to minimize accelerated erosion and increased sedimentation of the stream. Such measures shall be approved by the ENGINEER. All land-disturbing activities are to be planned and conducted to prevent offsite sedimentation damage.
- F. Vegetative Stabilization: Seeding both Temporary and Permanent shall be in accordance with the specifications on the Erosion and Sediment Control Drawings and Maryland Department of Environment specifications.
- G. Erosion and sediment control systems shall be maintained in functional and satisfactory condition by the CONTRACTOR until all the disturbed areas are stabilized and approval is given by the ENGINEER.
- H. Erosion and sediment control systems shall only be removed by the CONTRACTOR when the site has been fully stabilized and approved by the ENGINEER.

1.4 SUBMITTALS

- A. The CONTRACTOR shall submit to the ENGINEER the following items in accordance with Section 01 33 00, Submittals, or other related sections herein these special provisions:

1. Product data and source for all materials to be used ten (10) calendar days prior to placement.
2. Submit daily/rain event checklists, Erosion and Sediment Control inspection forms, and Daily Construction Reports.

PART 2 PRODUCTS

2.1 EROSION AND SEDIMENT CONTROL MATERIALS

- A. Silt Fence: CONTRACTOR shall supply silt fence to control surface-water runoff and sediment. Silt fence material shall meet or exceed the criteria specified on the Contract Drawings. CONTRACTOR shall submit manufacturer's product data to the ENGINEER for approval.
- B. Stabilized Construction Entrances: Stone for stabilized construction entrances shall meet requirements of AASHTO M 43, No. 2.

PART 3 EXECUTION

3.1 TRANSPORTATION, HANDLING AND STORAGE

- A. Materials shall be handled and stored in such a manner as to prevent damage to the material. Materials shall not be dropped or dragged over the ground. Any materials damage shall be replaced at no expense to the County.

3.2 EROSION AND SEDIMENT CONTROL STRUCTURES

- A. Silt Fence:
 1. Installation: CONTRACTOR shall install silt fence in accordance with specifications and installation instructions provided by the manufacturer or on the Contract Drawings, or as directed by the ENGINEER. The proposed silt fence shall be staked out and approved by the ENGINEER prior to installation. Authority of precedence shall be as follows: ENGINEER'S direction, Contract Drawings, Specifications, and manufacturer's installation instructions.
 2. Maintenance: Silt fencing shall be inspected daily and maintained continuously throughout the duration of the project. The CONTRACTOR is required to provide immediate replacement of tears in the fabric, strengthening of posts where movement is observed, and cleaning of excessive silt accumulation. Fabric torn shall be replaced without any delay. Silt shall be removed when it has accumulated to a level that is 20% of the height of the silt fence, or approximately 3 in. high from the ground surface. Silt shall be removed, hauled, and disposed of offsite.

3. The CONTRACTOR shall use portable sediment tank(s) or dirt bag(s) while dewatering. The CONTRACTOR may use other methods for dewatering as approved by the ENGINEER.
 4. Removal: Upon full stabilization of the areas the ENGINEER may require the CONTRACTOR to remove certain lengths of the silt fence. In such cases the CONTRACTOR shall remove all materials and dispose of them in an appropriate manner. All the disturbed areas by this operation shall be stabilized satisfactorily.
 5. All work shall meet with the ENGINEER'S approval.
- B. Temporary erosion control measures will be used to correct conditions that develop during construction that were not foreseen during design stage, that are needed prior to installation of permanent control features or that are needed temporarily to control erosion that develops during normal construction practices, but are not associated with permanent control features on the project. The ENGINEER will limit the area of the area of clearing and grubbing, and capping operations in progress, commensurate with the CONTRACTOR'S capability and progress in keeping with the finish grading, mulching, seeding, and other such permanent control measures current in accordance with the accepted schedule.
1. In the event that temporary erosion control measures are required due to the negligence, carelessness, or failure of the CONTRACTOR to install permanent controls as a part of the work as scheduled, and ordered by the ENGINEER for these reasons, such work shall be performed by the CONTRACTOR at his / her own expense.
 2. The erosion control features installed by the CONTRACTOR shall be acceptably maintained by the CONTRACTOR during the construction period.
- C. Permanent seeding shall be done in accordance with the requirements of the Specifications provided in the Contract Drawings and Maryland Department of Environment requirements. The CONTRACTOR shall water seeded areas immediately upon placement of permanent seeding. The CONTRACTOR shall provide sufficient watering of grass throughout the duration of the project.
1. The CONTRACTOR shall protect seeded areas against traffic or other use by warning signs or barricades, as approved by the ENGINEER. Surfaces gullied or otherwise damaged following seeding shall be repaired by regrading and reseeding as directed. The CONTRACTOR shall mow and water as directed, and otherwise maintain seeded areas in satisfactory condition until final inspection and acceptance of the work. It will be required that the CONTRACTOR establishes a good stand of grass of

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uniform color and density to the satisfaction of the ENGINEER. If at the time when the Contract has been otherwise completed it is not possible to make an adequate determination of the color, density and uniformity of such stand of grass, payment for the unaccepted portions of the areas will be withheld until such time as the above requirements have been met.

- D. Removal and Disposal of Sediment and/or Debris: CONTRACTOR shall remove, upon direction by the ENGINEER, all accumulated sediment and/or debris that has accumulated behind or within any of the erosion and sediment control devices. CONTRACTOR shall dispose of offsite.
- E. CONTRACTOR shall inspect all erosion and sediment control devices daily and immediately following all precipitation events and submit to the ENGINEER the following workday written documentation that identifies any erosion and sediment control device that is in need of repair or in which sediment or debris has accumulated.

**** End of Section ****

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DIVISION 32

SECTION 32 92 00 LAWNS AND GRASSES

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SECTION 32 92 00
LAWNS AND GRASSES

PART 1 GENERAL

1.1 DESCRIPTION

- A. This section includes requirements for seeding and mulching and as required for restoration and restabilization of any and all disturbed areas, stockpiles, and as directed by the ENGINEER, in accordance with the Contract Documents.

1.2 SUBMITTALS

- A. Submit certificates of compliance before delivery of materials as specified in Section 01 33 00 for the following items:

1. Seed
2. Sod
3. Fertilizer
4. Lime
5. Mulch.

PART 2 PRODUCTS

2.1 TOPSOIL

- A. Existing topsoil which is stripped may be stockpiled for reuse.

2.2 SEED

- A. Unless otherwise specified herein, seed shall be certified by the Maryland Department of Agriculture and shall conform to requirements of Maryland Seed Law and Regulations.

- B. Provide the following for all areas:

1. Mix
 - a. SHA Mix No. 1 applied at a rate of two (2) pounds per 1,000 ft²
 - b. Sow mixture between 3 March and 1 May and between 1 August and 31 October.

2.3 FERTILIZER

- A. The CONTRACTOR will submit soil samples to an approved soils testing laboratory for fertilizer recommendations. Recommendations shall be submitted to and approved by the ENGINEER before implementation.
- B. Fertilizer shall be uniform in composition, free flowing and delivered to the site fully labeled according to applicable state fertilizer laws and shall bear the name, tradename or trademark, and warranty of the producer.

2.4 LIME

- A. Lime shall be ground limestone containing at least 50% total oxides, calcium oxide plus magnesium oxide. Limestone shall be ground to fineness such that at least 50% will pass through a 100 mesh sieve and 98% will pass through a 20-mesh sieve.

2.5 MULCH

- A. Mulch for protection of all seeding shall conform to the following requirements:
 - 1. Straw shall be clean, weed free, unrotted, applied at a rate of not less than 70 to 90 pounds per 1,000 ft², 1.5 to 2.0 tons per acre, and shall be anchored with one of the following methods. Mulching anchoring tool for flat slopes, mulch nettings, cut back and emulsified asphalt applied five gallons per 1,000 ft², Curasol AH applied five gallons per 1,000 ft², Petroset applied per Manufacturer's recommendations, RMH Plus Tackifier applied per manufacturer's recommendations, or other equivalent binding solutions. Increase application rate on slopes 8 feet or more high as recommended by the manufacturer.
 - 2. Straw erosion control blanket shall be placed in all channel beds that are grass lined, as shown on Plans. Erosion control blankets shall be Type SC150 as manufactured by North American Green, Evansville, Indiana, or equal. Also, all slopes greater than or equal to 3H:1V shall have type SC150 erosion blanket or equal.
 - 3. Wood chips, coverage to be 1.5 inches deep.
 - 4. Mulch utilized as temporary protection and stabilization shall conform to the above materials requirements. Rate of application shall be directed by the ENGINEER. Stone mulch will be permitted at the option of the CONTRACTOR.

PART 3 EXECUTION**3.1 PERMANENT SEEDING**

- A. Place 4 inches of topsoil on all areas not receiving asphalt pavement, crushed stone, or designated as access roads. Harrow, disc, or otherwise loosen subsoil to a depth of 4 inches.
- B. Remove objectionable material such as stones, 2 inches or larger, clods, brush, roots and trash from the top 4 inches of soil.
- C. Apply fertilizer and lime at the rates specified herein. Thoroughly mix into the top 4 inches. Scarify the area and rake until the surface is leveled to provide a maximum of 2 inches in variation, and the soil is friable and a uniform fine texture.
- D. Immediately prior to seeding apply additional fertilizer at the rates specified herein, and work into the top 2 inches of the soil.
- E. Apply seed mixture uniformly with mechanical power driven seeders, mechanical cyclone hand seeders or hydroseeding equipment. Slurry for hydroseeder may contain seed and fertilizer only. Disc seed 1 inch into soil in drainage ditch areas. Apply jute matting to areas shown on Drawings. Do not rake, roll, or drag the seedbed in all other areas if hydroseeder is used.

3.2 TIME RESTRICTIONS

- A. Apply mulch at the rates specified herein, to all areas.

3.3 TIME RESTRICTIONS

- A. When permanent seeding is specified or directed and seeding is not allowed because of time restrictions specified, utilize one or more of the following methods to prevent erosion and sedimentation until such time as permanent seeding or sodding is allowed:
 - 1. Place and anchor straw mulch or wood chips.
 - 2. Apply temporary seeding.
 - 3. Prepare soil as for permanent seeding and then mulch as specified; overseed during next seasonal seeding period.
 - 4. Provide other erosion control measures acceptable to the ENGINEER.

- B. Remove straw or wood chips used as temporary mulch or work into subsoil at a minimum depth of 6 inches prior to initiation of permanent seeding application.

3.4 MAINTENANCE OF SEEDED OR SODDED AREAS

- A. Maintain seeded areas until accepted in writing by the ENGINEER.
- B. Water seeded, sodded and tree planting areas as necessary to maintain adequate moisture in the upper 4 inches of soil and keep grass mowed to a height of 2 to 3 inches. Do not remove more than one third of the grass leaf during initial mowing.
- C. Inspect areas for failures and necessary repairs due to poor vegetative growth, traffic, or equipment damage, weather damage, or erosion.
- D. Provide replacements during the specified planting seasons for areas where repairs are deemed to be necessary by the Inspector at no cost to the OWNER. This shall include repairs and replacements due to erosional or weather-related damage.
- E. If stand of turf is inadequate as determined by the ENGINEER, overseed and fertilize using half of the rates originally applied, or resod. If stand is over 60% damaged, as determined by the ENGINEER, reestablish following original lime, fertilizer, seed bed preparation, and seeding recommendations.

**** End of Section ****

EXHIBIT A

Worcester County Maryland
Standard Terms

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. **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.
7. **Governing Law.** The Contract is governed by the laws of Maryland and the County.
8. **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.
9. **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.

10. 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.

11. 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.

12. 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.
13. **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.
14. **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.
15. **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.
16. **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.

17. **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.
18. **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.
19. **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.
20. **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.
21. **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.
22. **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.
23. **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.
24. **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.

BIDDERS' LIST**Construction Projects**

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

Chesapeake Turf, LLC
PO Box 2696
Salisbury, MD 21802
Greg Tucker, Managing Member
greg@chesapeaketurf.com
Phone: (410) 341-4363
Fax: (866) 809-9185

Hopkins Construction, Inc
18904 Maranatha Way, #1
Bridgeville, Delaware 19933
Phone: 302-337-3366
Fax: 302-337-3317
sharon@hopkins-inc.com

Dixie Construction Company, Inc.
260 Hopewell Road
Churchville, MD 21028
Phone: (410) 879-8055
Fax: (410)241-5586
jreider@dxiconstruction.com

George & Lynch, Inc
150 Lafferty Lane
Dover, Delaware 19901
Phone: 302-328-6275
Fax: 302-328-8998
info@geolyn.com

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

Bennett Construction, Inc.
515 S. Camden Avenue
Fruitland MD 21826
Phone: 410-749-3116
Fax: 410-749-6088
Kyle@bennettcompanies.com

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

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

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

AIM Services, Inc.
2314 Allen Drive
Salisbury, MD
Email – estimating@aimservicesinc.com
Phone: 757-558-9300
Fax: 757-558-1904

David A. Bramble Inc.
705 Morgnec Road
Chestertown, MD 21620
410-778-3023
Holden Smith
Cell: 443-480-2395
hsmith@davidabrambleinc.com

Greenlaw Site and Stormwater, LLC
7718 Whaleyville Road
Whaleyville, MD 21872
443-783-8806
Email: greenlawsands@gmail.com

John Chamberlain
Beauchamp Construction
john@bbcs.net
410-957-1100 (office)
410-603-6799 (cell)

D.W. Burt Concrete Construction Co.
1802 Northwood Dr.
Salisbury MD 21801
Phone: 410-742-9983
Email: cpt.danb@gmail.com

Worth Construction Inc.
2445 St. Lukes Road
Salisbury, MD 21804
410-546-5839
info@worthconcrete.com

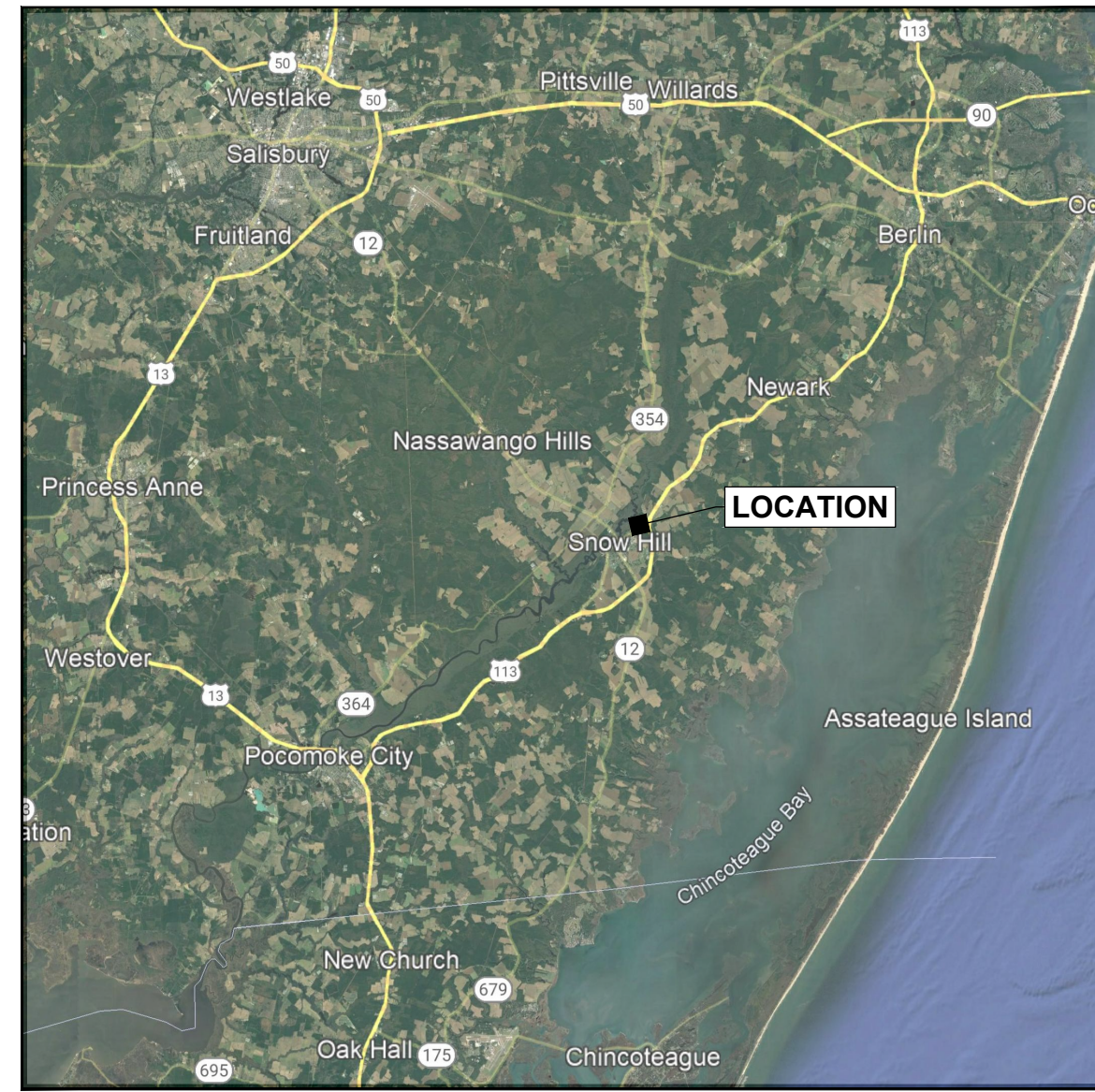
Goody Hill Groundwork
9539 Goody Hill Road
Berlin, MD 21811
410-726-9429
scott@goodyhill.com

Harkins Concrete Construction
31400 Winterplace Parkway

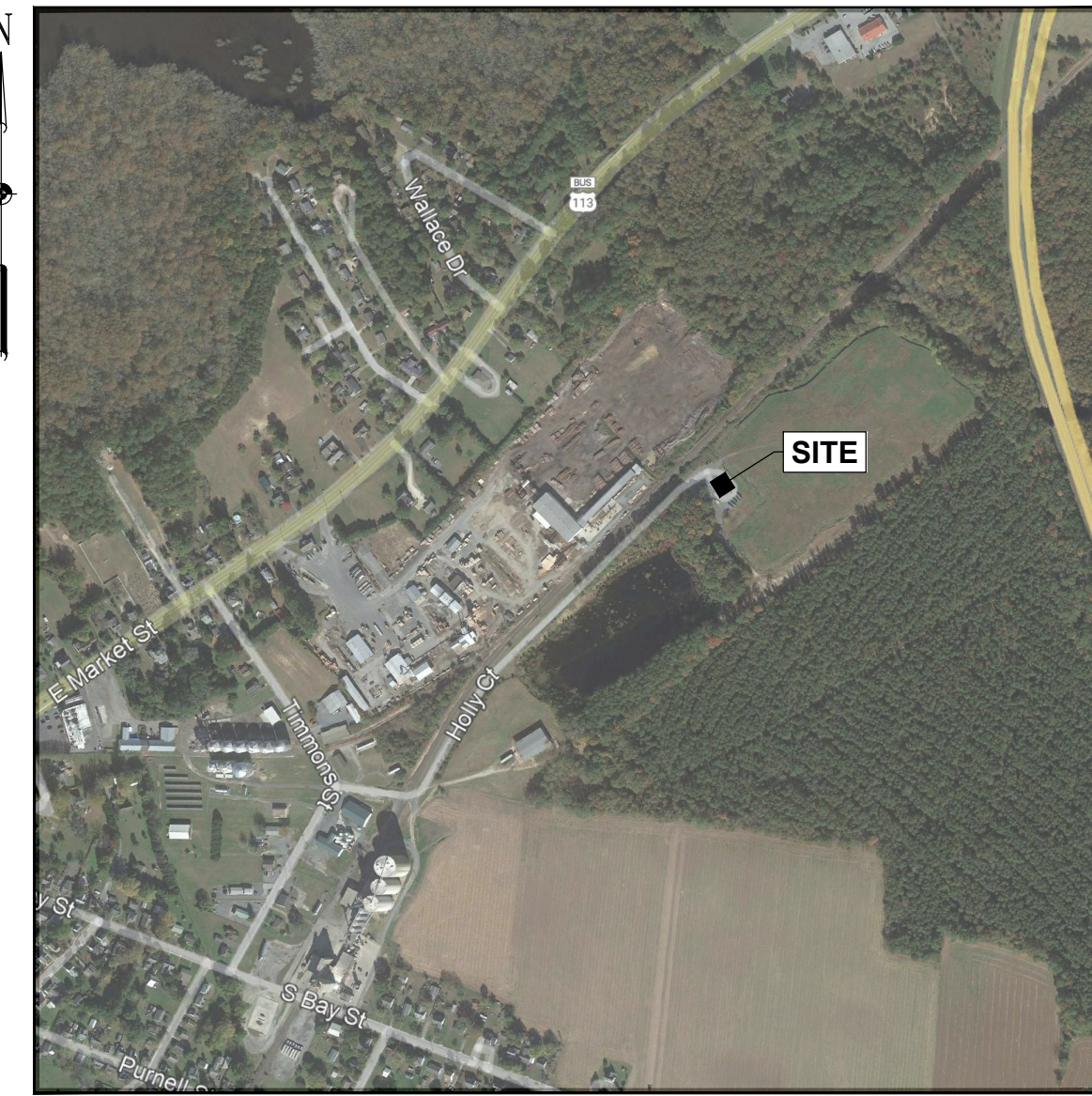
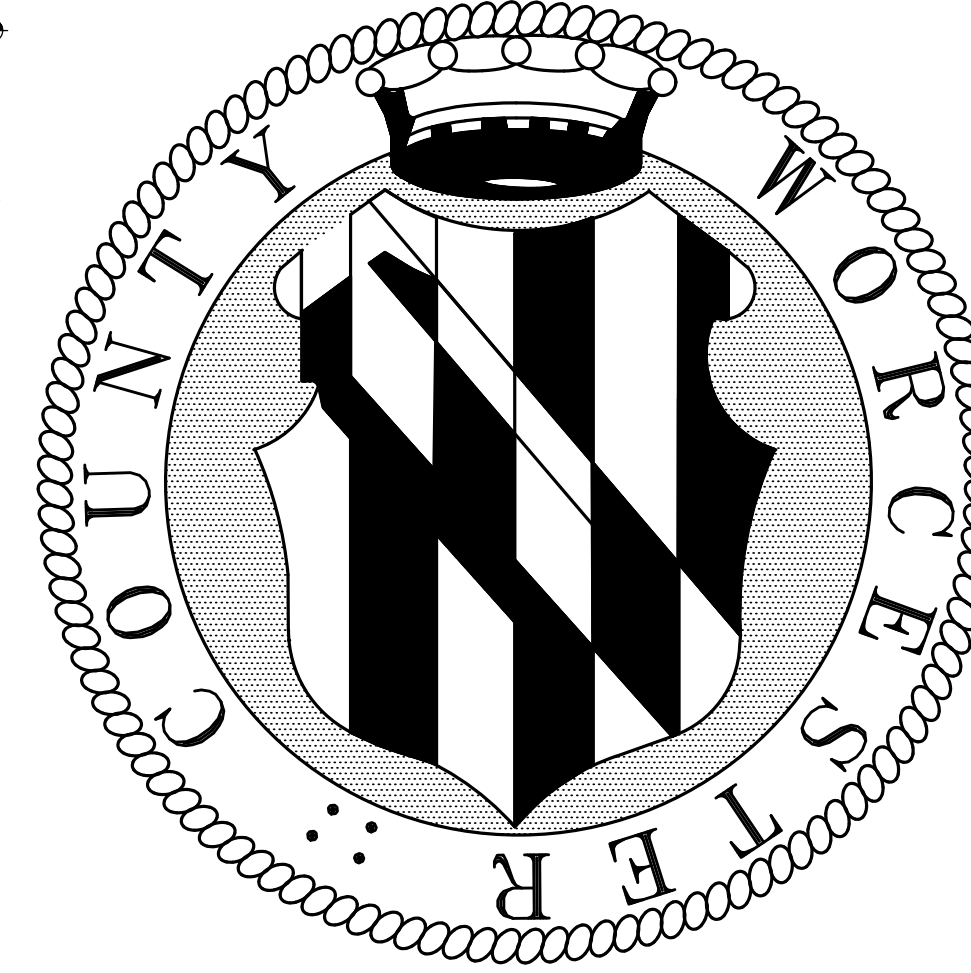
Salisbury, MD 21804
info@harkinsconcrete.com

Foster Concrete Inc
8225 Whitesville Rd
Pittsville, MD 21850
410-835-8251
fosterconcreteinc@gmail.com

WORCESTER COUNTY DEPARTMENT OF PUBLIC WORKS SNOW HILL HOMEOWNER DROPOFF AREA UPGRADES SNOW HILL, MARYLAND



LOCATION MAP
SCALE: 1" = 6 mi.



VICINITY MAP
SCALE: 1" = 700'

SHEET LIST

DRAWING NO.	SHEET NO.	DRAWING TITLE
G-001	1	TITLE SHEET
C-101	2	DEMOLITION AND EXISTING CONDITIONS PLAN
C-201	3	PROPOSED SITE PLAN
S-1.1	4	STRUCTURAL PLAN AND NOTES
S-2.1	5	SECTIONS AND DETAILS

PROJECT AND SITE DATA

- OWNER:** COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND
1 WEST MARKET STREET, ROOM 1103
SNOW HILL, MARYLAND 21863
CONTACT: MR. DALLAS BAKER, P.E.
PHONE: 410-632-5623 X2300
EMAIL: DBAKER@CO.WORCESTER.MD.US
- APPLICANT:** WORCESTER COUNTY DEPARTMENT OF PUBLIC WORKS
6113 TIMMONS ROAD
SNOW HILL, MARYLAND 21863
CONTACT: MR. DALLAS BAKER, P.E.
PHONE: (410) 632-5623 X2300
EMAIL: DBAKER@CO.WORCESTER.MD.US
- ENGINEER:** EA ENGINEERING, SCIENCE, AND TECHNOLOGY, INC. PBC
11200 RACETRACK ROAD, UNIT 101A
OCEAN PINES, MARYLAND 21811
CONTACT: STEVEN LEMASTERS, P.E.
PHONE: 410-641-5341
EMAIL: SLEMASTERS@EAEST.COM
- SITE ADDRESS:** 315 HOLLY LANE, SNOW HILL, MD 21863
- PROPERTY:** TAX MAP 63, PARCEL 0095, GRID 006, AREA= 24.62 ACRES
- FLOODPLAIN:** ZONE X (UNSHADED); AREAS DETERMINES TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN PER FIRM PANEL 24047C0242H LAST REVISED JULY 16, 2015, PANEL 242 OF 450.
- SOILS PRESENT:** UzB - UDORTHERENTS, LOAMY (HSG C)
- PROPOSED L.O.D.:** 4,950 SF OR 0.113 ACRES
- FOREST CONSERVATION IS NOT REQUIRED.**
- NO PART OF THE PROJECT RESIDES WITHIN THE CRITICAL AREA BUFFER.**
- NO WETLANDS WILL BE DISTURBED AS A PART OF THE PROJECT.**

ABBREVIATIONS

AC	ACRES
APPRX	APPROXIMATELY
BLDG	BUILDING
BW	BOTTOM OF WALL
CATV	CABLE TELEVISION
COMM	COMMUNICATIONS
CONC	CONCRETE
CL	CENTERLINE
CLR	CLEARANCE
CY	CUBIC YARD
ELE/ELEV	ELEVATION
ESC	EROSION AND SEDIMENT CONTROL
EXIST	EXISTING
FL	FLOWLINE
FT	FEET
INV	INVERT
LF	LINEAR FOOT
L.O.D.	LIMITS OF DISTURBANCE
m.i.	MILE
MOSH	MARYLAND OCCUPATIONAL SAFETY AND HEALTH
N/A	NOT APPLICABLE
NAD 83	NORTH AMERICAN DATUM OF 1983
NAVD 88	NORTH AMERICAN VERTICAL DATUM OF 1988
NO.	NUMBER
O.C.	ON CENTER
O.C.E.W.	ON CENTER EACH WAY
OHE	OVERHEAD ELECTRIC
PR	PROPOSED
SCH	SCHEDULE
SD	STORM DRAIN
SF	SQUARE FEET
SWM	STORMWATER MANAGEMENT
TW	TOP OF WALL
TYP	TYPICAL
UGND/UG	UNDERGROUND
W/	WITH
WSEL	WATER SURFACE ELEVATION

LEGEND

DESCRIPTION	EXISTING	PROPOSED
COMM CATV PEDESTAL	□ C	N/A
COMM TELEPHONE PEDESTAL	□ T	N/A
ELECTRIC LIGHT POST	⊗ #	N/A
ELECTRIC UTILITY POLE	⊗ #	N/A
ELECTRIC GUY WIRE	—	N/A
ELECTRIC OVDH LINE	—	N/A
ELECTRIC UGND LINE	—	N/A
PROPERTY MARKER	○	N/A
PROPERTY BOUNDARY	---	N/A
PROPERTY BOUNDARY ADJOINER	---	N/A
SITE SIGN	+	N/A
SITE SPOT ELEVATION	+ 7.6	7.60
SITE CONTOUR	-6-	-6-
SITE CONCRETE	[Pattern]	[Pattern]
STORMDRAIN PIPE	[Pattern]	N/A
PLAN KEYNOTE CALLOUT	N/A	①
ESC LIMIT OF DISTURBANCE	N/A	LOD --- LOD
ESC SILT FENCE	N/A	SF --- SF
GRAVEL	[Pattern]	[Pattern]
UTILITY PROVIDER ELECTRICAL METER	⊗ E	N/A
ELECTRICAL PANEL	□	N/A
TRAFFIC BARRELS	□	□
MILL AND OVERLAY	[Pattern]	[Pattern]
CAST IN PLACE CONCRETE WALL	[Pattern]	[Pattern]
FULL SECTION PAVEMENT RESTORATION	N/A	[Pattern]
TREE	[Symbol]	N/A
SWALE CENTERLINE	---	N/A
WOODEN WALKWAY	[Pattern]	N/A
TIMBER PILES	○ ○ ○ ○	N/A

GENERAL NOTES:

- TOPOGRAPHIC SURVEY PERFORMED BY BENCHMARK LAND SURVEYING IN APRIL 2022 AND PROVIDED TO EA ENGINEERING, SCIENCE, & TECHNOLOGY, INC., PBC FOR PLAN PRODUCTION.
- UTILITY INFORMATION IS FOR THE CONVENIENCE OF THE CONTRACTOR ONLY. THE CONTRACTOR SHALL LOCATE AND TAKE THE NECESSARY PRECAUTIONS TO LOCATED AND PROTECT THE EXISTING UTILITIES. CONTRACTOR SHALL NOTIFY "MISS UTILITY" AT LEAST 48 HOURS PRIOR TO EXCAVATION.
- CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR THE MEANS, METHODS, TECHNIQUES, AND PROCEDURES, UTILIZED FOR THE CONSTRUCTION UNDER THE SCOPE OF WORK. CONTRACTOR SHALL BE RESPONSIBLE FOR SAFETY OF THE PUBLIC AND CONTRACTOR'S EMPLOYEES. THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE TO CARRY OUT THE WORK IN ACCORDANCE WITH THE CONTRACT DOCUMENTS AND STANDARD CONSTRUCTION PRACTICES.
- FAILURE TO MENTION SPECIFICALLY ANY WORK WHICH WOULD NORMALLY BE REQUIRED TO COMPLETE THIS PROJECT SHALL NOT RELIEVE THE CONTRACTOR FROM PERFORMING SUCH WORK.
- ALL WORK ON THIS PROJECT SHALL BE PERFORMED IN ACCORDANCE WITH THE REQUIREMENTS SET FORTH BY WORCESTER COUNTY STANDARDS.
- ALL DIMENSIONS, LOCATIONS, AND ELEVATIONS OF EXISTING STRUCTURES SHOWN ON THE CONTRACT DRAWINGS SHALL BE VERIFIED IN THE FIELD BY THE CONTRACTOR. ALL DISCREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER BEFORE PROCEEDING WITH WORK.
- ALL ASPECTS OF CONSTRUCTION AND EQUIPMENT INSTALLATION SHALL BE PERFORMED / INSTALLED PLUM AND TRUE AND SHALL CONFORM TO THE PRACTICES OF GOOD WORKMANSHIP.
- MATERIAL DEMOLISHED/SALVAGED DURING CONSTRUCTION SHALL BECOME THE CONTRACTOR'S PROPERTY UNLESS OTHERWISE NOTED ON THE PLANS AND/OR SPECIFICATIONS.
- THE CONTRACTOR SHALL TAKE NECESSARY PRECAUTIONS CONCERNING SAFETY AND PRESERVATION OF EXISTING UTILITIES ADJACENT TO ANY WORK AND IS RESPONSIBLE FOR THE PROTECTION OF EXISTING STRUCTURES (BELOW GRADE AND ABOVE GRADE) DURING THE COURSE OF DEMOLITION AND CONSTRUCTION. ANY DAMAGE CAUSED BY THE CONTRACTOR SHALL BE REPAIRED IMMEDIATELY AND THE COSTS OF SUCH REPAIR SHALL BE BORNE BY THE CONTRACTOR.
- CONTRACTOR SHALL TAKE EVERY MEASURE TO PREVENT ANY AND ALL DAMAGE TO NEIGHBORING PROPERTIES. CONTRACTOR IS RESPONSIBLE FOR ANY AND ALL SUCH DAMAGE AND WILL REPAIR AND / OR REPLACE ANY OBJECT, PLANT OR PIECE OF PROPERTY TO ORIGINAL STATE ON ADJACENT PROPERTIES THAT IS DAMAGED IN ANY WAY DUE TO THIS CONSTRUCTION.
- ALL WORK SHALL BE COORDINATED WITH WORCESTER COUNTY DEPARTMENT OF PUBLIC WORKS. CONTRACTOR SHALL PROVIDE FOR AND MAINTAIN TRAFFIC ACCESS TO THE ADJACENT PROPERTY OWNERS AT ALL TIMES.
- THE CONTRACTOR IS RESPONSIBLE FOR KEEPING THE CONSTRUCTION SITE SECURE AT ALL TIMES.
- JOB SITE SAFETY SHALL BE SOLELY THE RESPONSIBILITY OF THE CONTRACTOR.
- CONTRACTOR IS RESPONSIBLE FOR PERFORMING ALL WORK IN ACCORDANCE WITH STATE AND FEDERAL CONFINED SPACE SAFETY REGULATIONS AS REQUIRED.
- CONTRACTOR SHALL BE RESPONSIBLE FOR RESTORATION OF SURFACES IN ALL DISTURBED AREAS.
- ANY AND ALL IMPROVEMENTS, SUCH AS ASPHALT OR CONCRETE PAVEMENT, SOD, ETC., IF DAMAGED, SHALL BE RESTORED TO ITS ORIGINAL CONDITION BY THE CONTRACTOR.
- THE CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS AND ELEVATIONS PRIOR TO PROCEEDING WITH CONSTRUCTION.
- THE CONTRACTOR SHALL PROVIDE SURVEY CONSTRUCTION STAKEOUT FOR ALL NECESSARY LINE, GRADES, AND ELEVATIONS OF THE PROPOSED FACILITIES.
- THE CONTRACTOR SHALL MAINTAIN AN "AS-BUILT" DRAWING RECORD OF THE PROPOSED CONSTRUCTION. THE CONTRACTOR SHALL RECORD ALL DEVIATIONS FROM THE CONTRACT DOCUMENTS AS THEY OCCUR, TO CLEARLY DEPICT HOW WORK WAS ACTUALLY CONSTRUCTED. PARTICULAR ATTENTION SHALL BE GIVEN TO ACCURATE RECORDINGS OF CONCEALED WORK. THE "AS-BUILT" RECORD SHALL INCLUDE DESCRIPTIONS, DRAWINGS, SKETCHES, MARKED PRINTS, AND SIMILAR DATA SHALL BE MAINTAINED AT THE JOB SITE AND SHALL BE KEPT CURRENT ON A DAILY BASIS AS WORK PROGRESSES. ALL "AS-BUILT" DRAWINGS AND RELATED DATA SHALL BE SUBJECT TO REGULAR SURVEILLANCE BY THE OWNER'S ON-SITE REPRESENTATIVE.

THIS FACILITY IS TO BE CONSTRUCTED IN ACCORDANCE WITH THESE PLANS ARE APPROVED BY WORCESTER COUNTY DEPARTMENT OF PUBLIC WORKS.

WORCESTER COUNTY, DIRECTOR OF PUBLIC WORKS DATE

REVISIONS		DESCRIPTION
NO.	DATE	BY

DESIGN INFORMATION		DESIGNED BY:	NWHS/CL	DRAWN BY:	NW/H	CHECKED BY:	GAT	PROJECT MANAGER:	DOK

PROFESSIONAL CERTIFICATION: I HEREBY CERTIFY THAT THESE DOCUMENTS WERE PREPARED OR APPROVED BY ME, AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MARYLAND, LICENSE NO. 55422, EXPIRATION DATE: DECEMBER 16, 2023.

WORCESTER COUNTY
 DEPARTMENT OF PUBLIC WORKS
 SNOW HILL HOMEOWNER DROPOFF AREA UPGRADES
 WORCESTER COUNTY, MARYLAND
 TITLE SHEET

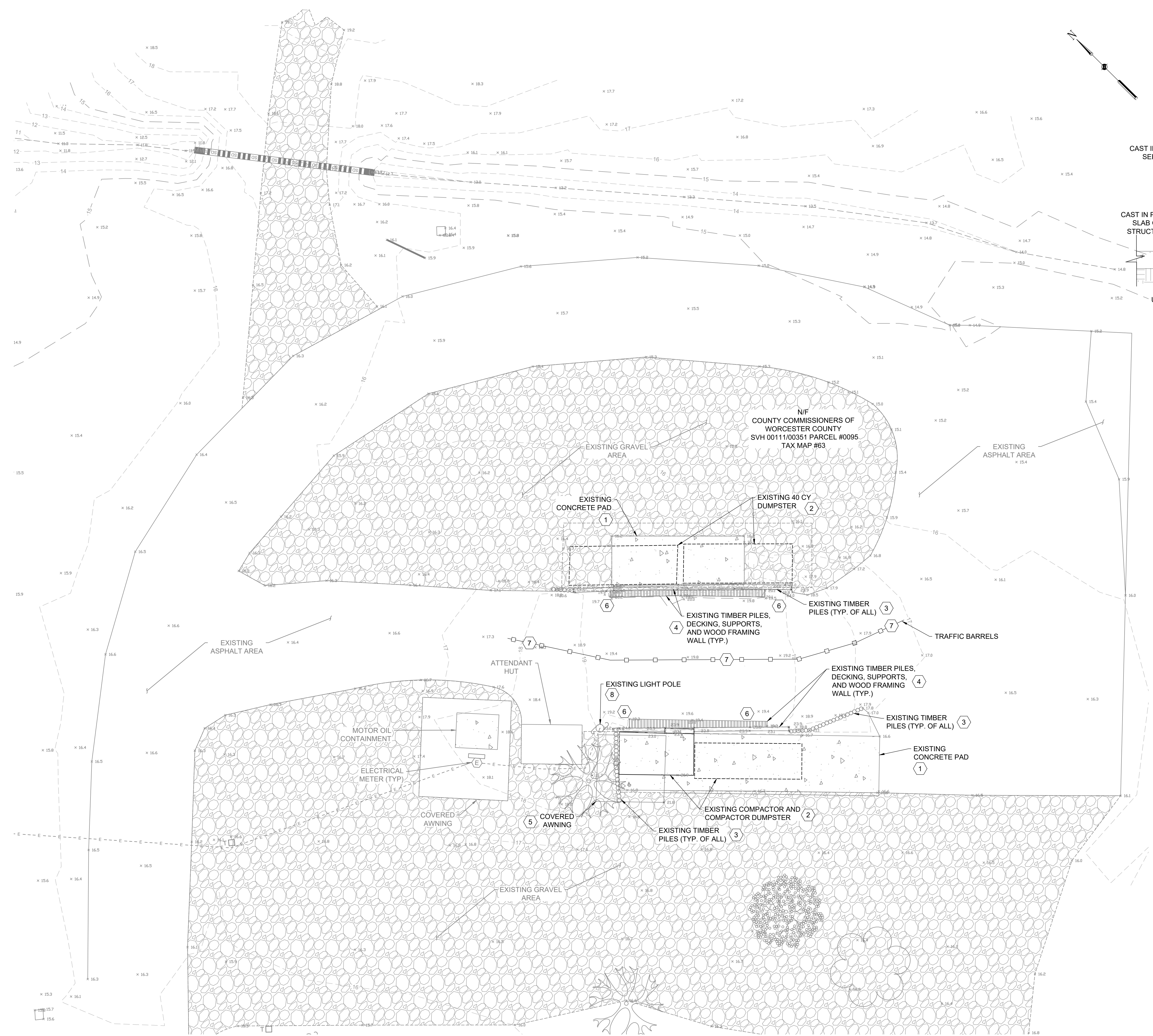
EA Engineering, Science, and Technology, Inc., PBC
 11200 Racetrack Road, Unit A101
 Ocean Pines, Maryland 21811
 (410) 641-5341
 www.eaest.com

SCALE AS SHOWN
 FULL SIZE PLOT: 24" x 36"
 DATE: AUGUST 2022
 PROJECT NUMBER: 1060947

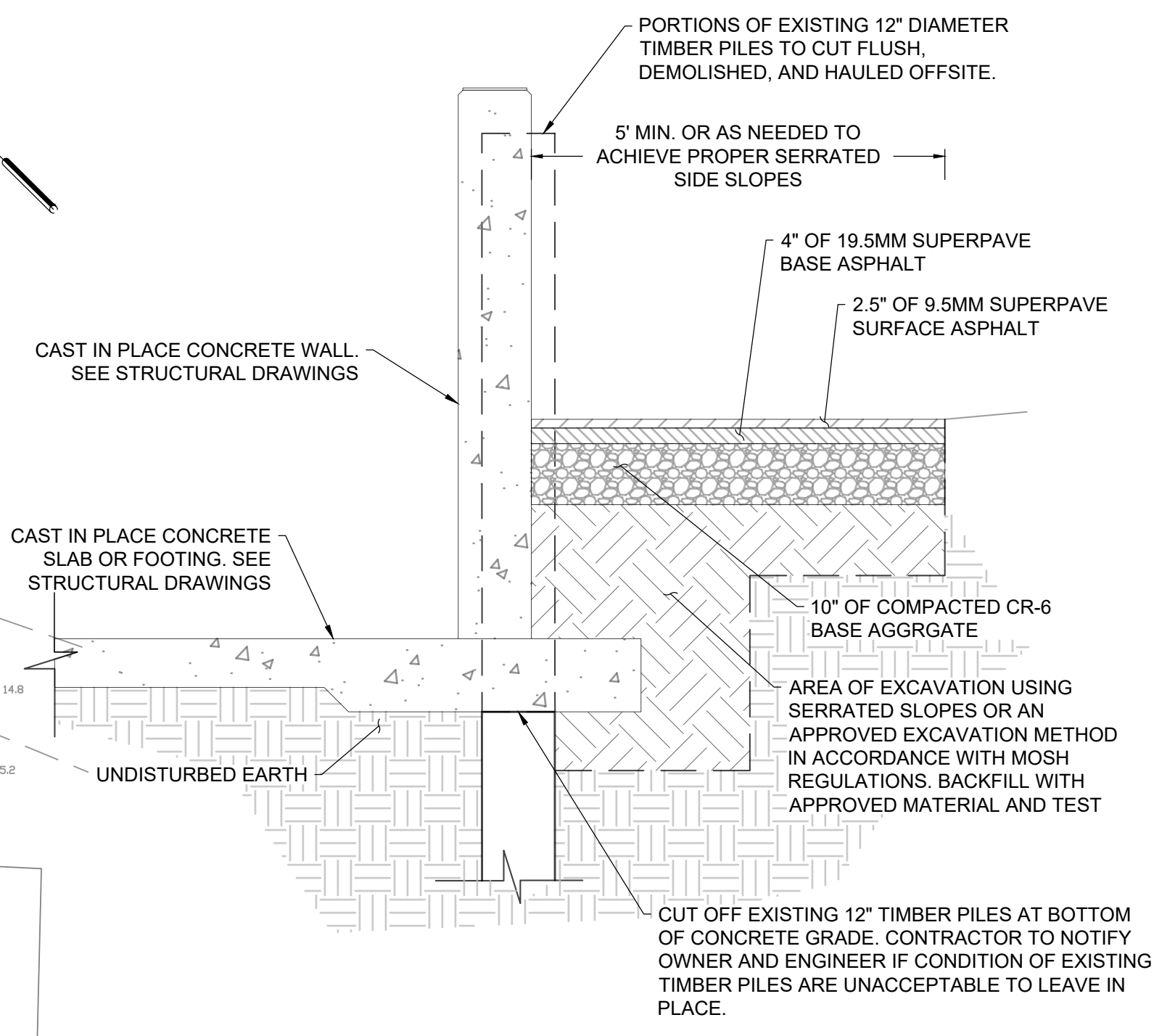
G-001
 SHEET: 1 OF 5

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100% PLANS - FOR CONSTRUCTION



DEMOLITION AND EXISTING CONDITIONS PLAN
SCALE: 1" = 10'



DEMOLITION OF EXISTING TIMER PILE SECTION DETAIL
NOT TO SCALE

DEMOLITION AND EXISTING CONDITIONS NOTES

- 1 DEMOLISH AND REMOVE EXISTING CONCRETE DUMPSTER PAD.
- 2 COORDINATE WITH WORCESTER COUNTY FOR RELOCATION OF EXISTING DUMPSTERS.
- 3 SAW CUT TIMBER PILES TO BE FLUSH WITH BOTTOM OF CONCRETE. BACKFILL, COMPACT, AND TEST. SEE DETAIL THIS SHEET.
- 4 REMOVE WOODEN DECKING, FRAMING, SUPPORTS, AND SHEETING. BACKFILL, TEST, AND COMPACT.
- 5 DEMOLISH AND REMOVE WOODEN AWNING FROM ABOVE OF THE EXISTING COMPACTOR CONTROLS.
- 6 DEMOLISH AND REMOVE PORTIONS OF ASPHALT TO LIMITS INDICATED ON DRAWING C-201.
- 7 FURNISH AND MAINTAIN TRAFFIC BARRELS. CONTRACTOR SHALL BR RESPONSIBLE TO MAINTAIN TRAFFIC FLOW IN AND OUT OF THE HOMEOWNER DROPOFF AREA.
- 8 EXISTING UTILITY AND LIGHT POLE SHALL BE PROTECTED DURING THE COURSE OF CONSTRUCTION AND SHALL BE SUPPORTED AND BRACED WHEN EXCAVATIONS ARE OCCURRING WITHIN 10' OF THE POLE.

GENERAL NOTES

- 1. CONTRACTOR SHALL PERFORM WORK ON ONE SIDE OF THE FACILITY AT A TIME AND MAINTAIN ONE OPEN DRIVE LANE FOR THE PUBLIC'S USE AT THE FACILITY DURING CONSTRUCTION.

REVISIONS		DESCRIPTION	
NO.	DATE	BY	

DESIGNED BY:	NWH/SCL
DRAWN BY:	NWH
CHECKED BY:	GAT
PROJECT MANAGER:	DOK

PROFESSIONAL CERTIFICATION I HEREBY CERTIFY THAT THESE DOCUMENTS WERE PREPARED OR APPROVED BY ME, AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MARYLAND. LICENSE NO. 55422. EXPIRATION DATE: DECEMBER 16, 2023

WORCESTER COUNTY
DEPARTMENT OF PUBLIC WORKS
SNOW HILL HOMEOWNER DROPOFF AREA UPGRADES
 WORCESTER COUNTY, MARYLAND
DEMOLITION AND EXISTING CONDITIONS PLAN

EA Engineering, Science, and Technology, Inc., PBC
 11200 Racetrack Road, Unit A101
 Ocean Pines, Maryland 21811
 (410) 641-5341
 www.eaest.com

0 5' 10' 20'
 GRAPHIC SCALE IN FEET

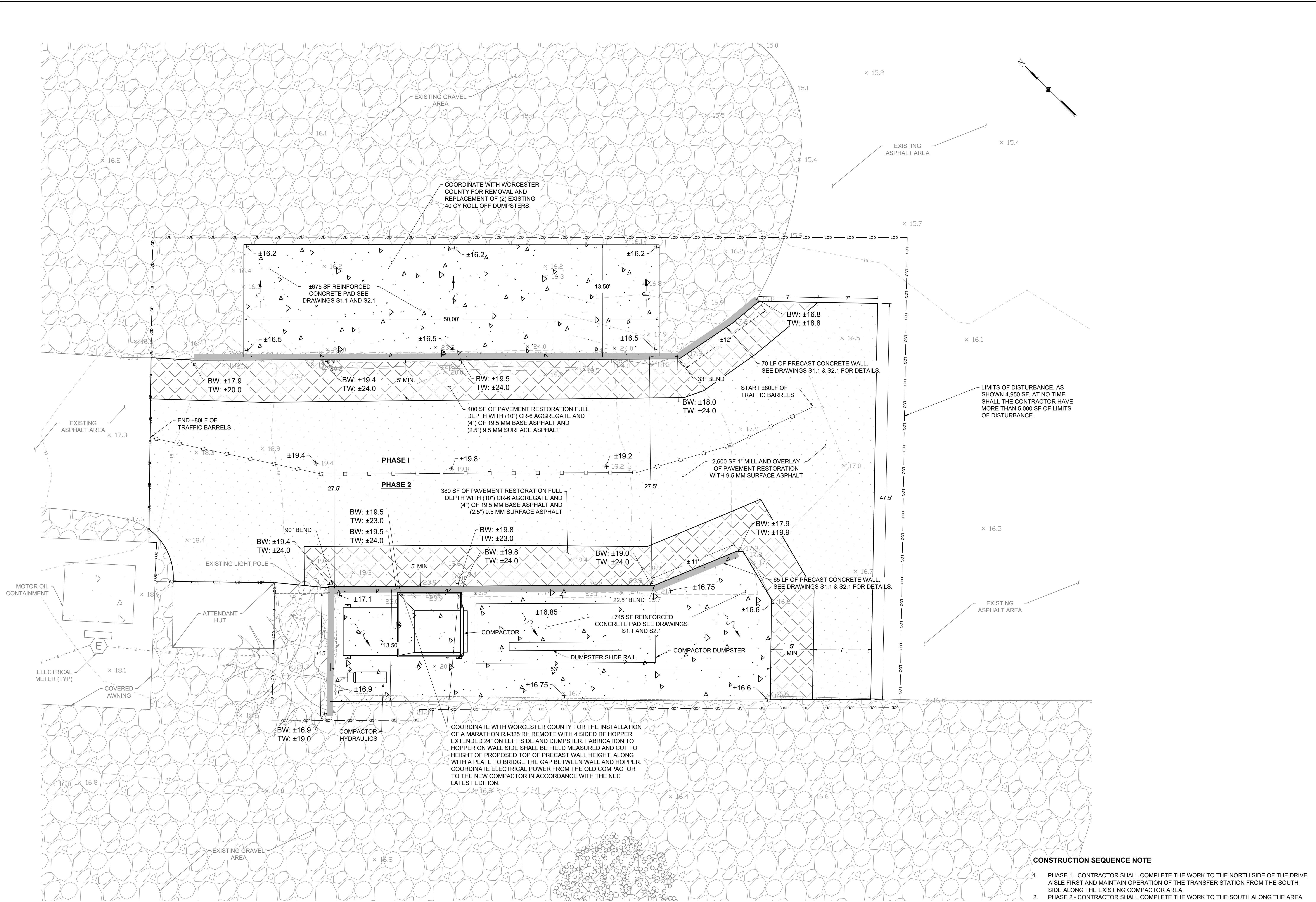
FULL SIZE PLOT: 24" x 36"
 DATE: AUGUST 2022
 PROJECT NUMBER: 1060947

C-101
 SHEET: 2 OF 5

FILE PATH: \\C:\ADMIN\PROJECTS\WORCESTER COUNTY\1060947 - SNOW HILL HOMEOWNER DROPOFF FACILITY\PRODUCTION\DESIGN\SET\SNOW HILL HOMEOWNER DROPOFF (DWG) (C-101)1060947.DWG, PLOT DATE: 8/22/2023 3:08 PM

100% PLANS - FOR CONSTRUCTION

FILE PATH: \\C:\ADMIN\PROJECTS\WORCESTER COUNTY\1060947 - SNOW HILL HOMEOWNER DROPOFF FACILITY\CONSTRUCTION\DESIGN\SET\DWG\1060947-01\1060947-01.DWG, DATE: 8/22/2022 3:08 PM



PROPOSED CONDITIONS PLAN
SCALE: 1" = 5'

CONSTRUCTION SEQUENCE NOTE

1. PHASE 1 - CONTRACTOR SHALL COMPLETE THE WORK TO THE NORTH SIDE OF THE DRIVE AISLE FIRST AND MAINTAIN OPERATION OF THE TRANSFER STATION FROM THE SOUTH SIDE ALONG THE EXISTING COMPACTOR AREA.
2. PHASE 2 - CONTRACTOR SHALL COMPLETE THE WORK TO THE SOUTH ALONG THE AREA OF THE COMPACTOR AND MAINTAIN OPERATION OF THE TRANSFER STATION FROM THE NORTH SIDE OF THE DRIVE AISLE.
3. AFTER COMPLETION OF PHASE 1 AND 2 ASPHALT PAVEMENT RESTORATION SHALL BE COMPLETED AND NORMAL OPERATIONS SHALL BE RESUMED.
4. CONTRACTOR TO PROVIDE AND MAINTAIN ACCESS TO AND TRAFFIC CONTROL OPERATIONS FOR THE PUBLIC AND THE COUNTY WITHIN THE WORK ZONE DURING ALL PHASES OF CONSTRUCTION.

REVISIONS		DESCRIPTION
NO.	DATE	BY
DESIGN INFORMATION		DESIGNED BY:
NWH/SCL	DRAWN BY:	NWH
		CHECKED BY:
		GAT
		PROJECT MANAGER:
		DOK
<p style="font-size: small;">PROFESSIONAL CERTIFICATION I HEREBY CERTIFY THAT THESE DOCUMENTS WERE PREPARED OR APPROVED BY ME, AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MARYLAND. LICENSE NO. 55422. EXPIRATION DATE: DECEMBER 16, 2023</p>		
<p>SEAL</p>		
<p>WORCESTER COUNTY DEPARTMENT OF PUBLIC WORKS SNOW HILL HOMEOWNER DROPOFF AREA UPGRADES WORCESTER COUNTY, MARYLAND</p>		
<p>PROPOSED SITE PLAN</p>		
<p>EA Engineering, Science, and Technology, Inc., PBC 11200 Racetrack Road, Unit A101 Ocean Pines, Maryland 21811 (410) 641-5341 www.eaest.com</p>		
<p>0 2.5' 5' 10'</p> <p>GRAPHIC SCALE IN FEET</p>		
<p>FULL SIZE PLOT: 24" x 36"</p>		
<p>DATE: AUGUST 2022</p>		
<p>PROJECT NUMBER: 1060947</p>		
<p>C-201</p>		
<p>SHEET: 3 OF 5</p>		

100% PLANS - FOR CONSTRUCTION

CAST-IN-PLACE CONCRETE

ALL CONCRETE SHALL BE MADE IN ACCORDANCE WITH DESIGN MIXES WHICH ARE TO BE APPROVED BY THE ENGINEER PRIOR TO CASTING ANY CONCRETE. MIXES SHALL BE IN ACCORDANCE WITH THE AMERICAN CONCRETE INSTITUTION ACI 318. MIXES SHALL HAVE A MINIMUM CEMENT CONTENT OF 520 LB. PER CUBIC YD., MAXIMUM WATER/CEMENT RATIO OF 0.53 FOR INTERIOR CONCRETE PROTECTED FROM FREEZING AND 0.45 FOR ALL EXTERIOR EXPOSED CONCRETE.

MINIMUM SPECIFIED COMPRESSIVE STRENGTH f'_c @ 28 DAYS.

LOCATION	MIN. COMP. (F'C)	SLUMP (IN.)	AIR ENTRAINED
SLABS AND WALLS	4000 PSI	4" +/- 1"	5% +/- 1%

FIBERMESH ADDITIVE ACCEPTABLE WITHIN MANUFACTURER RECOMMENDATIONS AND PER COUNTY.

CONCRETE MATERIALS SHALL CONFORM TO ASTM C150, TYPE 1 FOR PORTLAND CEMENT AND ASTM C33 FOR AGGREGATES. WATER-REDUCING ADMIXTURES SHALL CONFORM TO ASTM C494, TYPE A (FREE OF CALCIUM CHLORIDES). AIR-ENTRAINING ADMIXTURES SHALL CONFORM TO ASTM C226, AND HIGH-RANGE WATER REDUCERS (SUPER-PLASTICIZERS) SHALL CONFORM TO ASTM C494, TYPE F. FLY ASH SHALL COMPLY WITH ASTM C619 FOR CLASS F AND SHALL NOT BE PROPORTIONED IN MIXES WITH MORE THAN 20% CEMENT BY WEIGHT. LIQUID-MEMBRANE CURING COMPOUNDS SHALL BE HIGH-SOLIDS, WATER AND ACRYLIC-BASED, COMPLYING WITH ASTM C309 AS TESTED UNDER ASTM C156.

USE OF ADDITIVES CONTAINING CALCIUM CHLORIDE SHALL NOT BE PERMITTED. DO NOT USE HIGH-RANGE WATER REDUCING ADMIXTURES IN AIR-ENTRAINED CONCRETE. CONFORM TO ASTM C260.

ADDITION OF WATER TO THE CONCRETE AT THE JOB SITE FOR THE PURPOSE OF INCREASING THE SLUMP OR FOR RETEMPERING THE CONCRETE WHICH HAS BEGUN TO SET IS STRICTLY PROHIBITED.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR FURNISHING AND INSTALLING ANCHOR BOLTS, CLIPS, INSERTS, CONNECTION PLATES, SLEEVES, SLOTS AND OTHER REQUIRED ITEMS IN ACCORDANCE WITH THE CONTRACT DRAWINGS, AND IN COOPERATION WITH OTHER TRADES PRIOR TO PLACING CONCRETE.

REINFORCING STEEL SHALL BE HIGH STRENGTH NEW BILLET STEEL CONFORMING TO ASTM A-615, GRADE 60 (60,000 PSI). WELDED WIRE FABRIC (WWF) SHALL CONFORM TO ASTM A-185. ALL REINFORCING SHALL BE DETAILED, FABRICATED, AND PLACED IN ACCORDANCE WITH ACI'S MANUAL OF STANDARD PRACTICE FOR DETAILING CONCRETE STRUCTURES, (ACI-318). DETAILS OF REINFORCEMENT SHALL CONFORM TO ACI 318, ACI 315, AND CRSI STANDARDS.

ALL REINFORCING STEEL (INCLUDING WELDED WIRE FABRIC) SHALL BE SECURELY TIED AND ANCHORED IN PLACE TO PREVENT DISLOCATION DURING THE PLACING OPERATION.

REINFORCING STEEL SHALL BE CLEAN OF MUD, DEBRIS, LOOSE RUST, CEMENT, GROUT, OR ANY OTHER MATERIAL WHICH MAY INHIBIT THE BOND BETWEEN THE STEEL AND CONCRETE.

FOUNDATION

SLAB AND FOOTING SUBGRADE SHALL BE PREPARED PER SOIL REPORT BY SGI, LLC DATED MARCH 30, 2022 REQUIREMENTS WITH 2500 PSF ALLOWABLE BEARING CAPACITY.

STEEL

ALL OTHER STRUCTURAL STEEL, INCLUDING PLATES, TIE RODS AND MISCELLANEOUS SHAPES SHALL CONFORM TO ASTM A36 (36 KSI).

BOLTS FOR CONNECTING STRUCTURAL STEEL SHAPES SHALL BE ASTM A325-N, 3/4" DIAMETER, UNLESS OTHERWISE NOTED ON THE DRAWINGS OR IN THE PROJECT SPECIFICATIONS.

OTHER BOLTS SHALL CONFORM TO ASTM F1554 GRADE 36.

FABRICATION AND ERECTION OF ALL STRUCTURAL STEEL SHALL BE IN ACCORDANCE WITH THE LATEST SPECIFICATION OF THE AMERICAN INSTITUTE OF STEEL CONSTRUCTION.

SHOP DRAWINGS

THE GENERAL CONTRACTOR SHALL SUBMIT SHOP DRAWINGS FOR ALL STRUCTURAL ELEMENTS SHOWN ON THE CONTRACT DOCUMENTS FOR APPROVAL. THE STRUCTURAL ENGINEER WILL NOT BE RESPONSIBLE FOR THE STRUCTURAL CERTIFICATION AND DESIGN OF THE PROJECT IF THE GENERAL CONTRACTOR FAILS TO OBTAIN APPROVAL OF THE SHOP DRAWINGS. THE GENERAL CONTRACTOR SHALL INFORM THE STRUCTURAL ENGINEER IN WRITING CONCERNING DEVIATIONS AND/OR OMISSIONS FROM THE CONTRACT DOCUMENTS AT THE TIME OF SHOP DRAWING SUBMISSION. THE GENERAL CONTRACTOR SHALL REVIEW ALL SHOP DRAWINGS AND SHALL MAKE ALL CORRECTIONS HE DEEMS NECESSARY BEFORE SUBMISSION. THE GENERAL CONTRACTOR SHALL STATE ON THE SHOP DRAWINGS THAT CONTRACT DOCUMENT REQUIREMENTS HAVE BEEN MET AND THAT ALL DIMENSIONS, CONDITIONS AND QUANTITIES HAVE BEEN REVIEWED AND VERIFIED AS SHOWN AND/OR CORRECTED ON THE SHOP DRAWINGS.

MISCELLANEOUS ITEMS

THE CONTRACTOR IS SOLELY RESPONSIBLE FOR ALL SAFETY REGULATIONS, PROGRAMS AND PRECAUTIONS RELATED TO ALL WORK ON THIS PROJECT AND FOR THE PROTECTION OF PERSONS AND PROPERTY EITHER ON OR ADJACENT TO THE PROJECT AND SHALL PROTECT SAME AGAINST INJURY, DAMAGE OR LOSS.

THE CONTRACTOR IS RESPONSIBLE FOR LIMITING THE AMOUNT OF CONSTRUCTION LOAD IMPOSED ON THE STRUCTURE. SUCH LOADS SHALL NOT EXCEED THE CAPACITY OF THE STRUCTURE AT ANY TIME.

THE STRUCTURE IS DESIGNED TO FUNCTION AS A UNIT UPON COMPLETION, AND ANY TEMPORARY BRACING OR SUPPORT REQUIRED TO ACCOMMODATE THE CONTRACTOR'S MEANS AND METHODS ARE THE RESPONSIBILITY OF THE CONTRACTOR.

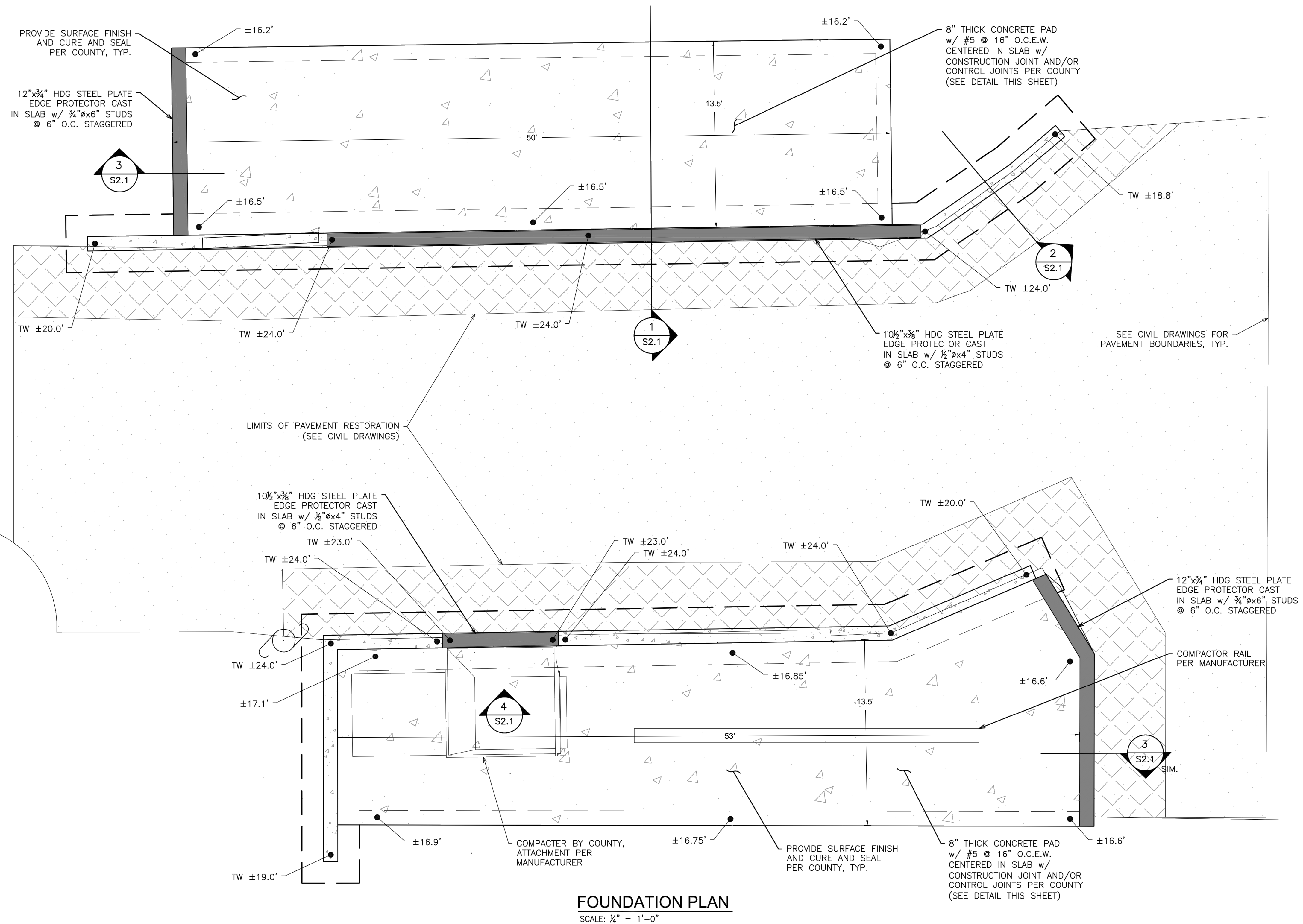
STRUCTURAL DRAWINGS SHALL BE USED IN CONJUNCTION WITH THE SITE DRAWINGS, AND THE CONTRACTOR SHALL BE RESPONSIBLE FOR SEEING THAT THE WORK OF ALL TRADES IS COORDINATED WITH ADJACENT WORK.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR DESIGNING, FURNISHING, ERECTING AND REMOVING ANY TEMPORARY SHORING AND BRACING DURING CONSTRUCTION.

SAFETY REGULATIONS SHALL BE STRICTLY FOLLOWED BY THE CONTRACTOR OR SUBCONTRACTOR DURING ALL TIMES OF WORK ON THIS PROJECT. THE ARCHITECT OR ENGINEER SHALL NOT HAVE CONTROL OR CHARGE OF, AND SHALL NOT BE RESPONSIBLE FOR CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES OR PROCEDURES, FOR SAFETY PRECAUTIONS AND PROGRAMS IN CONNECTION WITH THE WORK, FOR ACTS OF OMISSIONS OF THE CONTRACTOR, SUBCONTRACTORS, OR ANY OTHER PERSONS PERFORMING ANY OF THE WORK IN ACCORDANCE WITH THE CONTRACT DOCUMENTS.

ALL SPECIALTY BOLTS, INCLUDING EXPANSION TYPE AND EPOXY TYPE ANCHORS SHALL BE INSTALLED IN STRICT ACCORDANCE WITH THE MANUFACTURER'S PRINTED INSTRUCTIONS.

THE CONTRACTOR SHALL PROTECT FROM DAMAGES EXISTING BUILDING(S), OWNER EQUIPMENT, ROADS, WALKS AND UTILITIES. THE CONTRACTOR SHALL MAINTAIN THESE DURING THE COURSE OF THE WORK, AND SHALL REPAIR ALL DAMAGES AT NO ADDITIONAL EXPENSE TO THE OWNER.



FOUNDATION PLAN
SCALE: 1/4" = 1'-0"

NOTE:
1) COORDINATE ALL ELEVATIONS WITH CIVIL DRAWINGS

PRINTS ISSUED FOR: REVIEW

REVISIONS		
REV. #	DESCRIPTION	DATE
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3		
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6		
7		

GMB
GEORGE, MILES & BUHR, LLC
ARCHITECTS & ENGINEERS
SALISBURY, BALTIMORE, SEAFORD
206 DOWNTOWN PLAZA
SALISBURY, MARYLAND 21801
410-742-3115, FAX 410-548-8790
www.gmbnet.com

WORCESTER COUNTY
DEPARTMENT OF PUBLIC WORKS
SNOW HILL HOMEOWNER DROPOFF AREA UPGRADES

STRUCTURAL PLAN AND NOTES

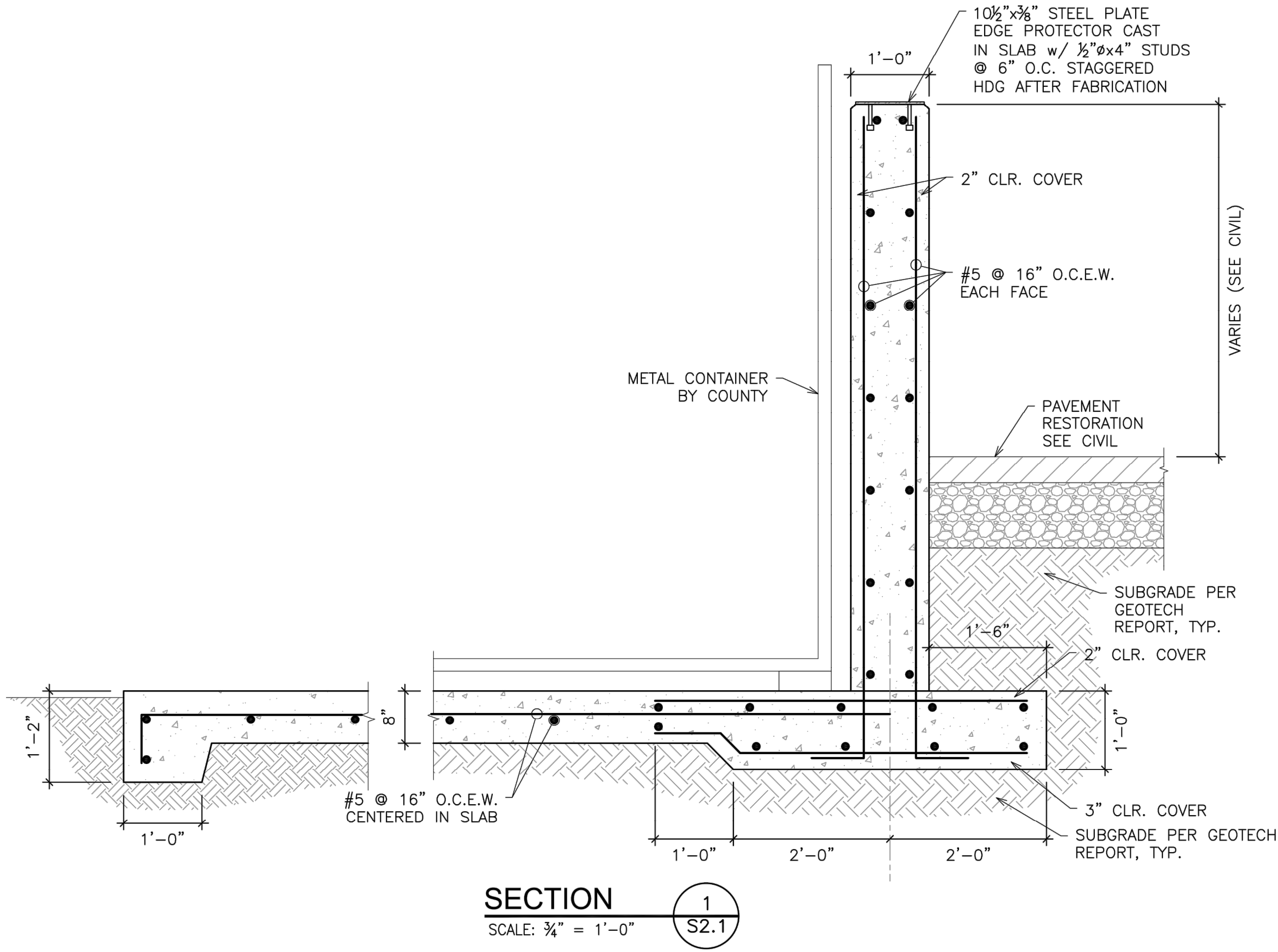
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DESIGN BY : ARM	S1.1
DRAWN BY : TFFT	
CHECKED BY : ARM	
GMB FILE : 220115	
DATE : JULY 2022	

G:\Projects\2022\220115 Snow Hill Sheet Plot Rebuilding Wall (220115)dwg 7/25/2022 10:42 AM Tyler Tuttle

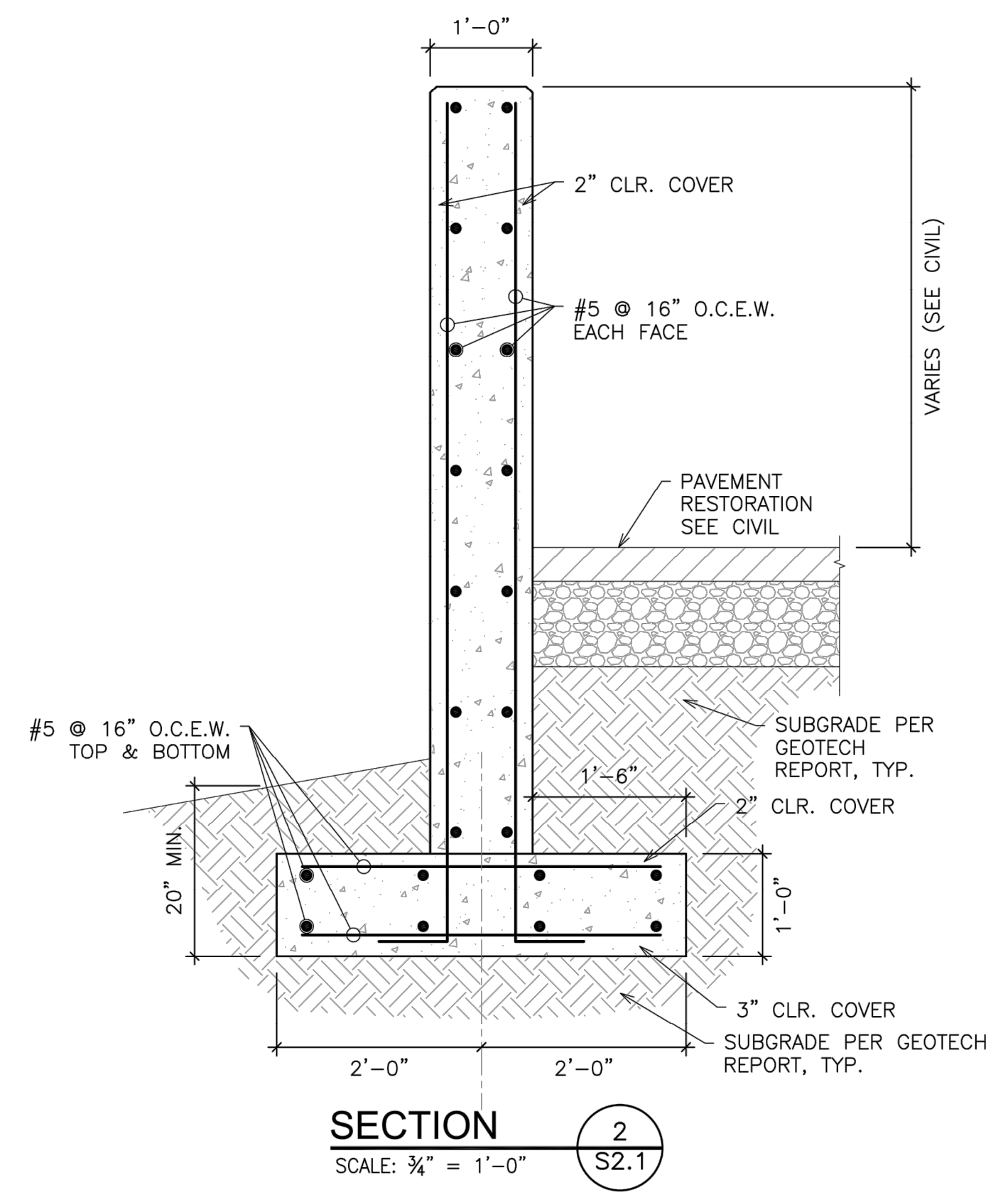
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REVIEW

REVISIONS

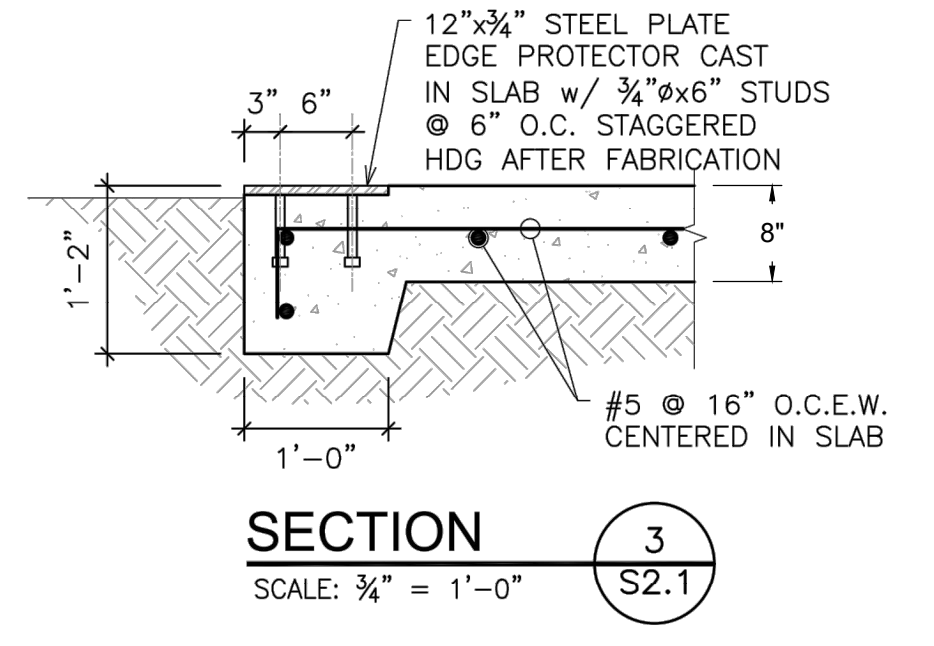
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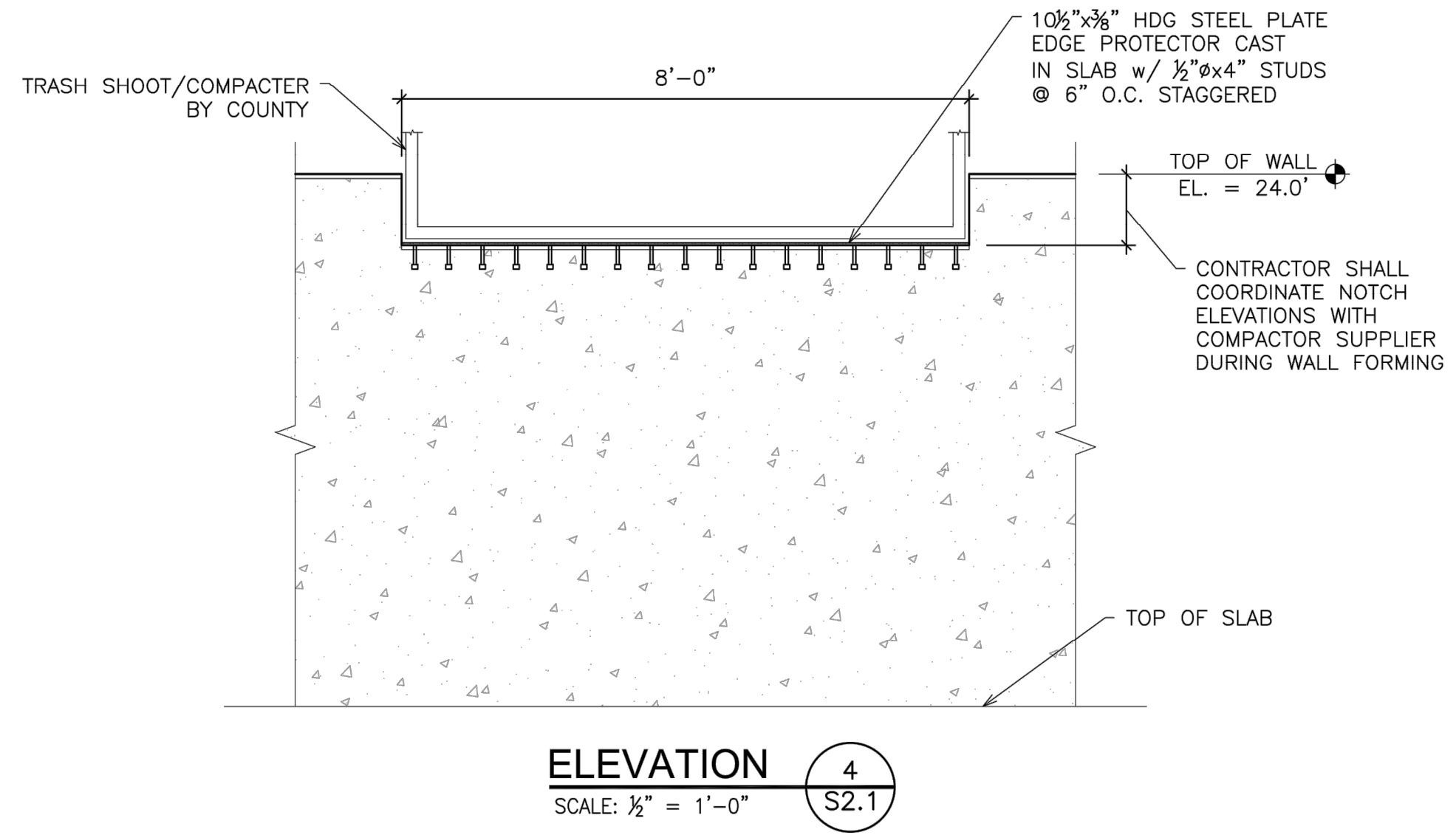
SECTION 1
SCALE: 3/4" = 1'-0"
S2.1



SECTION 2
SCALE: 3/4" = 1'-0"
S2.1



SECTION 3
SCALE: 3/4" = 1'-0"
S2.1



ELEVATION 4
SCALE: 1/2" = 1'-0"
S2.1

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

WORCESTER COUNTY
DEPARTMENT OF PUBLIC WORKS
SNOW HILL HOMEOWNER DROPOFF AREA UPGRADES

SECTIONS AND
DETAILS

SCALE : AS NOTED	SHEET NO.
DESIGN BY : ARM	S2.1
DRAWN BY : TTVT	
CHECKED BY : ARM	
GMB FILE : 220115	
DATE : JULY 2022	

G:\Projects\2022\220115 Snow Hill Sheet Plot Retaining Wall\Snow Hill Retaining Wall (220115)dwg, 7/25/2022 10:42 AM, Tyler Tuttle

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



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

DALLAS BAKER JR., P.E.
DIRECTOR

CHRISTOPHER CLASING, P.E.
DEPUTY DIRECTOR

MEMORANDUM

TO: Weston Young, Chief Administrative Officer
Joseph Parker, Deputy Chief Administrative Officer
FROM: Dallas Baker, Jr., P.E., Director *Dallas Baker Jr*
DATE: August 9, 2022
SUBJECT: Water/Wastewater Total Loss Vehicle Replacement

.....

Public Works is asking for permission to purchase a used work van off a dealer lot not exceeding \$46,000.00. This price point would allow us to purchase a used van with low miles and a factory warranty to replace a totaled van for the Water/Wastewater division.

A 2016 Ford Transit cargo van from the Public Works Water/Wastewater division was involved in a single motor vehicle accident in April 2022. The vehicle is damaged beyond repair and a replacement is needed. Due to the nature of specialized testing equipment that this operator is using, a full-size work van is needed to keep items safe, secure, and out of the weather. A new replacement van ordered today would cost \$48,500.00 with a delivery time of 12 months.

Currently, there is a nationwide full-size work van shortage. Fleet Management has been searching dealerships for a new van to be purchased from dealer inventory with no success.

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

cc: Derrick Babcock

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



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

DALLAS BAKER JR., P.E.
DIRECTOR

CHRISTOPHER CLASING, P.E.
DEPUTY DIRECTOR

MEMORANDUM

TO: Weston Young, P.E., Chief Administrative Officer
FROM: Dallas Baker, Jr., P.E., Director *Dallas Baker*
DATE: August 5, 2022
SUBJECT: Recycle Center Fire Sprinkler Pipe Replacement

.....
Public Works is requesting \$115,470.00 for Fire Sprinkler Pipe Replacement in the Recycle Center. Funding is available in Assigned Funds within the County Building Repairs and Improvements account.

This replacement is due to the aged and deficient system that continues to have leaks and false alarms. Most of the pipe system is original to construction of the Recycle Center and has extremely corroded inside and out. This corrosion causes leaks in the system, false alarm activations and unnecessary emergency responses. Internal corrosion will cause the system not to operate properly restricting the flow through the piping and discharging from the sprinkler heads in a fire.

We recommend our contracted fire protection service provider, Bayside Fire Protection perform this work. Over the years, Bayside Fire Protection has provided the County with timely responses, impeccable service and is one of our valued contractors.

Coordination of this work with Bayside Fire Protection and the Fire Marshall's Office will be a challenge while maintaining full operation of the Recycle Center however, the Maintenance Division will work with all entities to complete the work in the timeliest manner possible.

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

Attachments: Bayside Fire Protection contract

cc: Chris Clasing, Deputy Director
Michael Hutchinson, Maintenance Superintendent



BAYSIDE FIRE PROTECTION CO., INC.

707 Eastern Shore Drive
Salisbury, Maryland 21804
410-860-8283 Fax 410-860-8407

August 5, 2022

County Commissioners of Worcester County
6113 Timmons Road
Snow Hill, MD 21863

Attention: Mr. Barry Morton

Re: Worcester County Waste Facility
7091 Central Site Lane
Newark, Maryland
Revision #1

Gentlemen,

We are pleased to offer this **revised** proposal to demolish the existing corroded and leaking Fire Sprinkler System piping and install all new piping.

1. Our proposal is based upon:
 - A) Retaining the existing design, pipe sizing, sprinkler types, sprinkler spacing and elevations. This will be a replacement, not a re-design.
 - B) Doing this project on four (4) 10-hour shifts in a week. Time to be determined.
2. It is agreed that if the Fire Marshal would want a "Fire Watch", it is to be performed by "others".
3. Each day, we will take down existing piping and replace what has been demolished prior to putting the system back in service.
4. The following will be removed and replaced.
 - A) The Dry Pipe Valve.
 - B) The Dry System Accelerator.
 - C) All piping, fittings and sprinklers on the Dry System.
 - D) Hanger rings.
5. All new piping and fittings will be galvanized steel type.
6. All new sprinklers will have a white finish.

August 5, 2022

Page 2 of 3

7. Included is a dehydrator with desiccant crystals. **Note:** The crystals will have to be replaced as needed as part of your normal maintenance procedure.
8. All demolished material will be placed in a scrap dumpster that we will place on site.
9. Your Fire Alarm Contractor will be responsible for disconnecting three (3) Alarms and re-wiring three (3) Alarms.
10. **WE DO NOT INCLUDE:**
 - A) Wage scale provisions.
 - B) Building fire alarm system, connection to same, smoke detectors, fire hydrants, heat detectors, or fire extinguishers.
 - C) Replacement of the Automatic Air Compressor. This was replaced in early 2022.
 - D) Electrical work of any nature.
 - E) Painting or pipe identification of any nature.
 - F) Payment or performance bonds.
 - G) Moving waste piles that need to be moved for us to access the Roof piping.
 - H) Provision for meeting any "special" Owner's Fire underwriter requirements, which differ from the standard NFPA/Fire Marshal's requirements.
 - I) Responsibility for building structure being able to support piping filled with water. We do not include any structural reinforcing.
11. The total cost for this installation will be: **One Hundred Fifteen Thousand Four Hundred Seventy Dollars (\$115,470.00)**. **Note:** If the Fire Marshal would allow the system to be completely demolished and left out of service until it is repaired, then deduct **\$3,750.00** from this price.
12. Monthly invoices will be submitted by the twenty-fifth (25th) of the month, covering job cost (including material delivered to the Site), through the last day of the month. Full payment will be due within thirty (30) days from the invoice date. Final payment will be due within thirty (30) days for the date the installation is placed into service, or is ready to be placed in service.
13. Late payment penalty is 1 ½% per month. If we resort to legal means for collection of any monies due, Buyer agrees to pay all collection costs, including but not limited to, interest, attorney fees, court costs, etc.
14. All material and/or equipment installed or not, remain in full title and ownership of Bayside Fire Protection Co., Inc., until paid for in full by Buyer.
15. The installation will be in accordance with the applicable NFPA 13 (2016) requirements. The completed installation will be acceptable to the Worcester County Fire Marshal's Office.

- 16. A one (1) year warranty on material and workmanship only, is included. The warranty begins from the date the system is put into service, or is ready to go into service.
- 17. Acceptance of the Proposal can be by placing your Authorized Signature in the space provided below and return of the original copy, or issuance of your Formal Purchase Order, in which case, this Proposal must be a part of, in its entirety.
- 18. Note, this Proposal will remain firm until August 31, 2022, after which time it will be void in its entirety. We trust that you will find this Proposal in order, and we look forward to working with you.

Very Truly Yours,

Bayside Fire Protection Co., Inc.



Philip S. Benvenuto

pbenvenuto@baysidefire.net

PSB:dp

Base Bid: One Hundred Fifteen Thousand Four Hundred Seventy Dollars (\$115,470.00).

ACCEPTED BY: (Signature) _____

PRINT NAME & PHONE #: _____

EMAIL ADDRESS: _____

DATE: _____

NOTE: Deduct (\$3,750.00) if Fire Marshal will allow complete system to be demolished and left out of service until completed replaced.

ACCEPTED BY: (Signature) _____

PRINT NAME & PHONE #: _____

EMAIL ADDRESS: _____

DATE: _____

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



DALLAS BAKER JR., P.E.
 DIRECTOR

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

CHRISTOPHER CLASING, P.E.
 DEPUTY DIRECTOR

MEMORANDUM

TO: Weston Young, P.E., Chief Administrative Officer
FROM: Dallas Baker, Jr., P.E., Director *Dallas Baker*
DATE: August 5, 2022
SUBJECT: Government Center Carpet Replacement

Public Works is requesting \$34,415.44 for Carpet Replacement in the Government Center Administrative areas. Included is a pricing add alternate to also replace the Commissioner's office carpet for an additional \$8,240.57. In conjunction with and addition to the carpet, we would additionally recommend repainting the affected areas for approximately \$2000. The Assigned Fund balance sheet has available funding in the Government Center Building Improvement Fund. This carpet quote reflects the competitively bid Sourcewell Contract #80819-TFU pricing discount for Patcraft Modular Carpet Tile Flooring.

The carpet replacement would occur in the County Administration common areas including the main office area, reception, administrative assistant area, copy room, conference room and hallways. The add alternate would include all 7 Commissioners offices. This same carpet was recently installed in the State Assessment Offices, Treasurer's Offices and various areas of the 3rd floor at the Government Center. The proposed carpet replacement in the aforementioned areas was installed during building construction in 2001, is severely stained and well past its life expectancy. The recommended carpet is manufactured by Patcraft a commercial brand of Shaw Industries. Patcraft is under the discounted and widely solicited Sourcewell Contract. The factory authorized area installer is Value Carpet One. We would like to proceed with Value Carpet One as they have been a skilled contractor with other projects in the past and are the carpet manufacturer's authorized installer.

Coordination of all work with Value Carpet One will be difficult with the busy Administrative schedules however, Worcester County Maintenance will work around these schedules to complete the project in a timely and efficient manner.

A copy of the Sourcewell RFP #080819 and additional contract documents are attached for reference.

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

Attachments: Value Carpet One contract

cc: Chris Clasing, Deputy Director
 Michael Hutchinson, Maintenance Superintendent

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



Worcester County
DEPARTMENT OF PUBLIC WORKS
 6113 TIMMONS ROAD
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cc: Chris Clasing, Deputy Director
 Michael Hutchinson, Maintenance Superintendent



Value Carpet One

1530 N. Salisbury Blvd., Salisbury, MD 21801 PH. 410-742-5224 Fax 410-548-34767

PROPOSAL

TO: Mike Hutchinson @ Worcester Co Public Works

DATE: July 21, 2022

FROM: Daniel Brissey

SUBJECT: Snow Hill Government Center Admin Offices

Materials

342 SY Patcraft Modular Carpet Tile; Style Big Splash I0166; Color Execution 00415- 342 SY @ \$48.50 = \$16,587.00

4-4 GL Shaw 5000 @ \$145.93 = \$583.72

720 LF 4" Vinyl Cove Base; color to be determined ; 720 LF @ \$1.12 lf = \$806.40

TOTAL MATERIALS \$17,977.12

Labor (All Rates are 1.5 x the normal rate for off hours work per contract)

342 SY Carpet Demolition @ \$6.60 sy = \$2,257.20

3,078 SF Skimcoat Floors @ \$2.45 sf = \$7,541.10

342 SY Carpet Tile Install @ \$12.75 sy = \$4,360.50

720 LF Cove Base Install @ \$2.70 = \$1,944.00

48 LF Transition Strips w Labor @ \$6.99 = \$335.52

TOTAL LABOR \$16,438.32

TOTAL CONTRACT \$34,415.44

All Pricing is per Sourcewell Contract #80819-TFU

ALT 1 ADD 7 OFFICES

Materials

74.66 SY Patcraft Modular Carpet Tile; Style Big Splash I0166; Color Execution 00415- 74.66 SY @ \$48.50 = \$3,621.01

1-4 GL Shaw 5000 @ \$145.93

360 LF 4" Vinyl Cove Base; color TBD @ \$1.12 = \$403.20

TOTAL MATERIALS \$4,170.14

Labor

74.66 SY Carpet Demo @\$6.60 = \$492.76

675sf Skimcoat floor @ \$2.45 = \$1,653.75

74.66 sy Carpet Tile Install @ \$12.75 = \$951.92

360 LF Cove Base Install @ \$2.70 = \$972.00

TOTAL LABOR \$4,070.43

TOTAL CONTRACT FOR ALT 1- 8,240.57

EXCLUSIONS: Major floor prep, removal of contaminants, moisture mitigation, grinding, leveling, underlayment and subfloor, subfloor repairs, ¼ round, cleaning, and protection.



Solicitation Number: 080819 CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Shaw Industries, Inc., 616 E. Walnut Avenue, Dalton, GA 30721 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to its members. Participation is open to all levels of governmental entity, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and its Members (Members).

For clarification and avoidance of doubt, this Contract entirely supersedes and replaces the prior Contract version, signed on October 8, 2019.

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires October 11, 2023, unless it is cancelled sooner pursuant to Article 24. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. **SURVIVAL OF TERMS.** Articles 11 through 16 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in Vendor's product and pricing list. Unless agreed to by the Member in advance, Equipment or Products must be delivered as operational to the Member's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

- B. **LAWS AND REGULATIONS.** All Equipment, Products, or Services must comply fully with applicable federal laws and regulations, and with the laws of the state or province in which the Equipment, Products, or Services are sold.
- C. **WARRANTY.** Vendor warrants that all Equipment, Products, and, subject to the applicable generally-published manufacturer's limited product warranty, Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. Vendor's dealers and distributors must agree to assist the Member in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Vendor's warranty will be passed on to the Member. EXCEPT AS EXPRESSLY SET FORTH HEREIN AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, VENDOR MAKES NO OTHER WARRANTIES FOR ANY EQUIPMENT, PRODUCTS, SERVICES, OR MATERIALS PROVIDED UNDER THIS AGREEMENT AND HEREBY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR USE.
- D. **DEALERS AND DISTRIBUTORS.** Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized Distributors/Dealers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

Regardless of the payment method chosen by the Member, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Member at the time of purchase.

When providing pricing quotes to Members, all pricing quoted must reflect a Member's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Member's requested delivery location.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Members. Members reserve the right to inspect the Equipment and Products at a reasonable time after delivery where

circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

Vendor must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Member will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Member.

B. **SALES TAX.** Each Member is responsible for supplying the Vendor with valid tax-exemption certification(s). When ordering, Members must indicate if it is a tax-exempt entity. Unless exempt, Members shall be responsible for all applicable taxes arising from the provision of Products, Equipment, or Services under this Contract.

C. **HOT LIST PRICING.** At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Members.

4. PRODUCT AND PRICING CHANGE REQUESTS

Vendor may request Equipment, Product, Service, or price changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Contract Administrator. Sourcewell's approval of such requests shall not be unreasonably withheld. Notwithstanding anything herein to the contrary, Sourcewell will approve all Equipment, Product, and/or Service price increases without limitation if attributable to a material change to applicable duties, taxes, tariffs, similar charges, or other government action, and Sourcewell will use commercially reasonable efforts to expedite the effective implementation of such price increase. This form is available from the assigned Sourcewell Contract Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number
- Clearly specify the requested change
- Provide sufficient detail to justify the requested change
- Individually list all Equipment, Products, or Services affected by the requested

change, along with the requested change (e.g., addition, deletion, price change)

- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcwell Price and Product Request Form will become an amendment to this Contract and be incorporated by reference.

5. MEMBERSHIP, CONTRACT ACCESS, AND MEMBER REQUIREMENTS

A. **MEMBERSHIP.** Membership in Sourcwell is open to public and nonprofit entities across the United States and Canada; such as municipal, state/province, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Members that can legally access the Equipment, Products, or Services under this Contract. A Member's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcwell during such time of access. Vendor understands that a Member's use of this Contract is at the Member's sole convenience and Members reserve the right to obtain like Equipment, Products, or Services from any other source.

Vendor is responsible for familiarizing its sales and service forces with Sourcwell membership requirements and documentation and, where appropriate, will use commercially reasonable efforts to encourage potential members to join Sourcwell, unless such potential member is already a member of another group purchasing organization or similar organization. Sourcwell reserves the right to add and remove Members to its roster during the term of this Contract.

B. **PUBLIC FACILITIES.** Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Member policies and procedures, and all applicable laws.

6. MEMBER ORDERING AND PURCHASE ORDERS

A. **PURCHASE ORDERS AND PAYMENT.** To access the contracted Equipment, Products, or Services under this Contract, Member must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcwell and Vendor. Typically a Member will issue a purchase order directly to Vendor. Members may use their own forms for purchase orders, but it should clearly note the applicable Sourcwell contract number. Members and/or their authorized purchasing agent, contractor, or similar designee shall be solely responsible for noting the applicable Sourcwell contract number on all purchase orders. Members will be solely responsible for payment and Sourcwell will have no liability for

any unpaid invoice of any Member.

B. ADDITIONAL TERMS AND CONDITIONS. Additional terms and conditions to a purchase order may be negotiated between a Member and Vendor, such as job or industry-specific requirements, legal requirements (such as affirmative action or immigration status requirements), or specific local policy requirements. Any negotiated additional terms and conditions must never be less favorable to the Member than what is contained in Vendor's Proposal.

C. PERFORMANCE BOND. If reasonably requested by a Member, Vendor may provide a performance bond that meets the requirements set forth in the Member's purchase order.

D. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Member requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Member and the Vendor may enter into a separate, standalone agreement, apart from this Contract. Sourcwell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

E. TERMINATION OF PURCHASE ORDERS. Members may terminate a purchase order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

1. The Member fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal or state laws or regulations prohibit the purchase or change the Member's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Member.

F. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Member's purchase order will be determined by the Member making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Vendor will assign an Account Representative to Sourcwell for this Contract and must provide prompt notice to Sourcwell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcwell and Member inquiries; and
- Business reviews to Sourcwell and Members, if applicable.

B. BUSINESS REVIEWS. Vendor must perform a minimum of one business review with Sourcwell per contract year. The business review will cover sales to members, pricing and

contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

- A. **CONTRACT SALES ACTIVITY REPORT.** Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcewell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made). Except to the extent applicable law deems the Report and its underlying information public or requires its disclosure, the foregoing will be limited by Vendor's applicable confidentiality obligations, including without limitation any contractual obligations to Members.

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer Contact Telephone Number;
- Sourcewell Assigned Entity/Member Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Vendor.

- B. **ADMINISTRATIVE FEE.** In consideration for the support and services provided by Sourcewell, the Vendor will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Members under this Contract. The Vendor will submit a check payable to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total net sales of all Equipment, Products, and Services purchased by Members under this Contract during each calendar quarter, less any applicable taxes, freight, fees, and discounts and less amounts attributable to any Services, freight, delivery installation, unpaid invoices, returned Products or materials, or credits issued. Orders under this Contract will only be eligible for the administrative fee if the Member notes the applicable Sourcewell contract number on the purchase order when submitting such purchase order. Payments should note the Sourcewell-assigned contract number in the memo and must be mailed to the address above "Attn: Accounts Receivable." Payments must be received no later than forty-five (45) calendar days after the end of each calendar quarter.

Vendor agrees to cooperate with Sourcewell in auditing transactions under this Contract to

ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Vendor is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than thirty (30) days from the cancellation date.

Sourcewell is solely responsible for notifying any Member or other entity participating hereunder of its Administrative Fee and for complying with all laws and regulations related or applicable to such Administrative Fee.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Vendor's Authorized Representative is the person named in the Vendor's Proposal. If Vendor's Authorized Representative changes at any time during this Contract, Vendor must promptly notify Sourcewell in writing.

10. ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **ASSIGNMENT.** Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

B. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.

C. **WAIVER.** If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

D. **CONTRACT COMPLETE.** This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.

E. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, master-servant, principal-agent, or any other relationship.

11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Members, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees brought against Sourcewell or its Member by a third party to the extent, arising out of the performance of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications.

12. AUDITS

- A. Sourcewell reserves the right to review the books, records, documents, and accounting procedures and practices of the Vendor pursuant to this Contract solely to the extent necessary to verify Vendor's compliance with its obligations hereunder for a minimum of six (6) years from the end of this Contract. This clause extends to Members as it relates to business conducted by that Member under this Contract.

13. GOVERNMENT DATA PRACTICES

Vendor and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this Contract.

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

14. INTELLECTUAL PROPERTY

As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Members against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Members by any person on account of the authorized use of any Equipment or Products by Sourcewell or its Members in accordance with their applicable specifications supplied by Vendor under this Contract in violation of applicable patent or copyright laws.

15. PUBLICITY, MARKETING, AND ENDORSEMENT

- A. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

B. **MARKETING.** Any direct advertising, marketing, or offers with Members must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

C. **ENDORSEMENT.** The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

16. GOVERNING LAW, JURISDICTION, AND VENUE

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

17. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

18. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

19. PERFORMANCE, DEFAULT, AND REMEDIES

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. **Notification.** The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. **Escalation.** If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have not less than sixty (60) calendar days, unless otherwise approved in writing, to cure an outstanding issue or, in the event such issue cannot be cured within sixty (60) calendar days, to take material steps to cure such issue, provided that Vendor must continue to diligently pursue such cure until complete.
3. **Performance while Dispute is Pending.** Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue

without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Members as a result of such failure to proceed will be borne by the Vendor.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Member order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

20. INSURANCE

A. **REQUIREMENTS.** At its own expense, Vendor must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. **Workers' Compensation and Employer's Liability.**

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. **Commercial General Liability Insurance.** Vendor will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition). At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury
\$2,000,000 aggregate for Products-Completed operations
\$2,000,000 general aggregate

3. Commercial Automobile Liability Insurance. During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer).

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. Umbrella Insurance. During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. Network Security and Privacy Liability Insurance. During the term of this Contract, Vendor will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Vendor's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Vendor to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. All policies must include there will be no cancellation, suspension, non-renewal, or reduction of coverage without thirty (30) days' prior written notice to the Vendor.

Upon request, Vendor must provide to Sourcewell copies of applicable policies and endorsements, within ten (10) days of a request. Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. **ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE.** Vendor agrees to name Sourcewell and its Members, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. **WAIVER OF SUBROGATION.** Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies).

F. **SELF-INSURED RETENTIONS.** Any self-insured retention in excess of \$10,000 is subject to Sourcewell's approval.

21. COMPLIANCE

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Vendor must maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Members.

22. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Vendor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcewell in writing.

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs

operated by the State of Minnesota, the United States federal government, or any Member. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

23. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Members that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Members may also require additional requirements based on specific funding specifications. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Member accesses Vendor’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 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 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person

employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

C. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).** Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. § 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to 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 must 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. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcwell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

D. **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.** If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Vendor certifies that during the term of an award for all contracts by Sourcwell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

E. **CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387).** Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award 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). Vendor certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. **DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689).** A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in

the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 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. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have 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 any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Vendors must 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 non-federal award. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of three (3) years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Vendor must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Vendor must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is

a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

24. CANCELLATION

Sourcewell or Vendor may cancel this Contract at any time, with or without cause, upon sixty (60) days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor's Proposal. Termination of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to termination.

[
Sourcewell
DocuSigned by:
By: Jeremy Schwartz
C0FD2A139D06489...
Jeremy Schwartz
Title: Director of Operations &
Procurement/CPO
Date: 10/30/2019 | 8:29 AM CDT

Shaw Industries, Inc.
DocuSigned by:
By: Darrien Munroe
48D7E282A6BA405...
Darrien Munroe
Title: Contract Specialist
Date: 11/1/2019 | 7:42 AM CDT

Approved:
DocuSigned by:
By: Chad Coauette
7E42B9F817A64CC...
Chad Coauette
Title: Executive Director/CEO
Date: 10/30/2019 | 8:31 AM CDT

RFP#080819 - Flooring Materials with Related Supplies and Services

Vendor Details

Company Name: Shaw Industries, Inc.
Does your company conduct business under any other name? If yes, please state: Shaw Contract, Patcraft
Address: 616 East Walnut Avenue
Dalton, 30721 GA
Contact: Brande Poulnot
Email: brande.poulnot@shawinc.com
Phone: 770-387-7284
Fax: 770-387-7856
HST#: 35-2162582

Submission Details

Created On: Monday June 17, 2019 15:26:31
Submitted On: Thursday August 08, 2019 15:00:07
Submitted By: Chaz Wolfenbarger
Email: chaz.wolfenbarger@shawinc.com
Transaction #: 0644f85d-f95f-4d53-9a23-6fb9a5a93f35
Submitter's IP Address: 104.129.206.83

Specifications

Proposer Identity & Authorized Representatives

Line Item	Question	Response *
1	Proposer Legal Name (and applicable d/b/a, if any):	Shaw Industries, Inc.
2	Proposer Address:	616 E. Walnut Ave. Dalton, GA 30721
3	Proposer website address:	www.shawinc.com
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer):	Robert M. Chandler, Executive Vice President, Commercial Division bob.chandler@shawinc.com 706.532.3470 616 E. Walnut Ave. Dalton, GA 30721
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Randa Thayer, VPSA, Government randa.thayer@shawinc.com 770-241-0910 616 E. Walnut Ave. Dalton, GA 30721
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Karen Kramer, VPSA, Government karen.kramer@shawinc.com 206-437-1540 616 E. Walnut Ave. Dalton, GA 30721

Company Information and Financial Strength

Line Item	Question	Response *
7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Shaw started in 1946 as Star Dye Company and transitioned to carpet manufacturing in 1967. Shaw emerged as a public company in 1971. Throughout the next decade, our strategy was to build a vertical supply chain so we could control our quality from start to finish. By 1989, we were the largest carpet manufacturer in the world. Because of our dominant market share, strong management team, innovative thinking, and quality performance, Berkshire Hathaway acquired us in 2001. Today, we are a full-service flooring company with 22,000 employees around the globe and products for every flooring category, including broadloom, carpet tile, resilient, hardwood, laminate, and tile and stone flooring products and synthetic turf. Our key values are honesty, integrity, and passion.
8	Provide a detailed description of the products and services that you are offering in your proposal.	We are providing products and installation services for those products. Additionally, we will be offering maintenance services through SOILD. Our products include broadloom, carpet tile, resilient, engineered wood, and hardwood.
9	What are your company's expectations in the event of an award?	We would meet with your staff to finalize the marketing plan and reporting. We want you to be comfortable with our staff and plan going forward.
10	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	We are a subsidiary of Berkshire Hathaway. Attached is Berkshire's annual report. In addition, we are happy to provide our Shaw specific financials upon receipt of a non-disclosure agreement from you. An NDA is attached for your signature.
11	What is your US market share for the solutions that you are proposing?	(Requested) Our US market share for commercial products is: Broadloom Carpet Tile Resilient Wood
12	What is your Canadian market share, if any?	(Requested) Our Canadian market share for commercial products is: Broadloom Carpet Tile Resilient Wood
13	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No
14	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Shaw is primarily a manufacturer of floorcovering products. We also provide installation services for those products. We have 22,000 employees globally involved in all aspects of production and sales. We have 300 sales representatives in the US and Canada who are employees. We also have an inhouse service team. The only services we outsource are installation and maintenance, although we manage their work through our Shaw Integrated Solutions division.
15	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Shaw has business licenses in each of our locations. When we hire an installation company, we vet their licenses.
16	Provide all "Suspension or Disbarment" information that has applied to your organization during the past ten years.	There are none.
17	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	There are none.

Industry Recognition & Marketplace Success

Line Item	Question	Response *
18	Describe any relevant industry awards or recognition that your company has received in the past five years	<p>Patcraft</p> <p>2019:</p> <ul style="list-style-type: none"> - Best of Neocon Gold - Deconstructed Felt - Carpet Modular - Best of Neocon Gold - Handloom - Resilient - Metropolis Likes for Handloom - Buildings' Product Innovation for Deconstructed Felt - Interior + Sources HiP award for Subtle Impressions. - Coverage in Contract, Metropolis, Specify, Interior Design, Interiors + Sources, Archiproducts, Floor Covering News, Floor Covering Weekly, Floor Trends Magazine, Floor Focus, Green Operations, Mc Morrow Reports, and Office Insight. <p>2018:</p> <ul style="list-style-type: none"> - Adex Platinum - Deconstructed Metal - Adex Platinum - Material Paradox - Adex Platinum - Subtractive Layers - Adex Gold - AdMix - Adex Gold - Isle of Skye - MetropolisLikes - Artefact - Best of NeoCon Silver - Dichroic - Carpet Modular - School Planning & Management and College Planning and Management New Product of the Year - Tangible Hue - Interior Design Best of Year Awards Honoree - Dichroic - HiP Honoree Manufacturer: Seller - Megghan Hoyt - HiP Honoree Workplace: Flooring - Hard Surface - Woodtone - Product Innovations Merit Award (2nd Place) - Artefact - Davey Award (Silver) Websites-Construction for Websites - Shaw Sound Advisor <p>2017:</p> <ul style="list-style-type: none"> - Best of Neocon Silver - Hardsurface - Subtractive Layers - Buildings Product Innovation Grand Award (1st place) - Subtractive Layers - HiP Product Designer "Rising Star" - Kelly Stewart <p>2016:</p> <ul style="list-style-type: none"> - Best of Neocon Silver - Healthcare - AdMix - Floor Covering Weekly's GreenStep Awards Honoree - Deconstructed Black - Nightingale Silver - Hard Surface - AdMix - Nightingale Silver - Resilient - Vinings <p>Shaw Contract</p> <p>2019:</p> <ul style="list-style-type: none"> - IIDA/HD Product Design Competition - Best Carpet/Rugs - Community - Contract's Best of NeoCon Award - Silver, Modular Flooring - Suited - Mixology Award - Product of the Year, Flooring - Inside Shapes - IIDA GlobalShop Product Design Competition - Best Flooring - Natural Choreography <p>2018:</p> <ul style="list-style-type: none"> - Metropolis Likes - Haven - Contract's Best of NeoCon Award - Gold, Modular Flooring - Haven - Healthcare Design's Nightingale Award - Gold, Modular Flooring - Haven - Interior Design Magazine HiP Award - Best Workplace Flooring - Inside Shapes - Interior Design Magazine's Best of the Year Award - Carpet - Inside Shapes - Dezeen's Product Award Longlist - Inside Shapes - IIDA/HD Product Design Competition - Best Resilient Flooring - Natural Choreography - Contract's Best of NeoCon Award - Silver, Hard Surface - Natural Choreography - Healthcare Design's Nightingale Award - Silver, Hard Surface - Natural Choreography - GlobalShop's Best Flooring and Best of Competition - Canvas <p>2017:</p> <ul style="list-style-type: none"> - IIDA/HD Product Design Competition Winner - Best in Flooring - Carpet - Off the Grid <p>2016:</p> <ul style="list-style-type: none"> - Best of NeoCon Silver Award - Carpet Broadloom - Modern Edit - NeoCon Editor's Choice Award - LVT - Modern Edit - Best of NeoCon Gold - Compose Design Tool - Architizer Award - The Studio/Painting - The Sleep Event BCFA - Product of the Year Award - Noble Materials - GlobalShop Best of Flooring - Noble Materials <p>In 2019, Shaw Industries as a whole was ranked #3 on Forbes list for the Best Employers in the state of Georgia. We also made the Official Shipper of the Choice list in 2019.</p> <p>Corporate awards in 2017 are:</p> <ul style="list-style-type: none"> - GE Ecomagination Leadership Award-Clear Path Recycling - GE Return on Environment Award-Clear Path Recycling - Sustainable Purchasing Leadership Council (SPLC) 2017 Purchasing Leadership Awards

		<ul style="list-style-type: none"> — Market Transformation Leadership Award — Supplier Leadership Award - Floor Covering News Awards of Excellence - Environmental Leadership Award - USGBC LEED Gold: Shaw Contract - New York Showroom - USGBC LEED Silver: Shaw Contract - Atlanta Showroom - Selling Power magazine - 50 Best Companies to Sell For - eLearning! magazine - Learning 100 - Training magazine - 2017 Training Top 125
19	What percentage of your sales are to the governmental sector in the past three years	2016: 7.9% 2017: 8.8% 2018: 9.1%
20	What percentage of your sales are to the education sector in the past three years	2016: 16.8% 2017: 18.1% 2018: 20.2%
21	List any state or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	We are currently on contract with Sourcewell as well as 6 other cooperatives. KCDA Keystone Purchasing Network - KPN Massachusetts Higher Education Consortium - MHEC Panhandle Area Educational Consortium - PAEC Purchasing Association of Cooperative Entities - PACE Purchasing Cooperative of America - PCA We have the following state contracts which are: Kentucky, Massachusetts, Pennsylvania, Virginia, Alaska, Arizona, California, Colorado, Connecticut, Delaware, Florida, Iowa, Kansas, Louisiana, Michigan, Minnesota, Mississippi, Missouri, Nevada, New Jersey, New York, North Carolina, Ohio, Oregon, South Dakota, Tennessee, Utah, Vermont, Washington, and West Virginia. Our client information is confidential. We do not share their sales numbers. In turn, we would not share Sourcewell's numbers.
22	List any GSA contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	We have the following Government Purchasing Contract: GSA Our client information is confidential. We do not share their sales numbers. In turn, we would not share Sourcewell's numbers.

References/Testimonials

Line Item 23.

Entity Name *	Contact Name *	Phone Number *
Department of Management Services, Florida	Victoria Mitchell victoria.mitchell@dms.myflorida.com	850.921.6014
Cabarrus County	Monty Eudy mdeudy@cabarruscounty.us	704.920.3216
City of Port St. Lucie	Wendy Ritacco writacco@cityofpsl.com	772.873.6367

Top Five Government or Education Customers

Line Item 24. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *
Sourcewell	Government	Minnesota - MN	Flooring Material and Full Turnkey material and installation services.	Confidential	Confidential
GSA	Government	District of Columbia - DC	Flooring Material and Full Turnkey material and installation services.	Confidential	Confidential
State of Oregon	Government	Oregon - OR	Flooring Material and Full Turnkey material and installation services.	Confidential	Confidential
State of Ohio	Government	Ohio - OH	Flooring Material and Full Turnkey material and installation services.	Confidential	Confidential
NASPO	Non-Profit	Kentucky - KY	Flooring Material and Full Turnkey material and installation services.	Confidential	Confidential

Ability to Sell and Deliver Service Nationwide

Describe your company's capability to meet the needs of Sourcwell Members across the US, and Canada if applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *
25	Sales force.	We have more than 500 highly trained sales professionals throughout the US and Canada. Our qualified professionals are strategically located to best support our customers. They are equipped to provide our customers with best-in-class design, product, and overall customer support.
26	Dealer network or other distribution methods.	Your members will have easy access to products. We sell directly to customers or through dealers. We currently do business with thousands of dealers in the US and Canada.
27	Service force.	Surveys in Floor Focus rank Shaw as number one in service. Service is generally provided by our sales team; however, we have a technical services team of 39 employees, 18 of which can provide on-site support. These technical experts provide testing, installation support, and maintenance support.
28	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Our sales and technical service teams typically respond within 24 hours. We have general manufacturing times of carpet in 4 weeks, carpet tile in 6 weeks and resilient with no lead time (products are in stock). Standard delivery is typically within 5 days. When an order is placed, our customer service representatives provide specific delivery dates. As a vertically integrated company, we own and operate the largest private trucking fleet in the flooring industry. Additionally, we have hundreds of services providers throughout the U.S. These vital resources help us to meet our service goals.
29	Identify any geographic areas of the United States that you will NOT be fully serving through the proposed contract.	We service all areas.
30	Identify any Sourcwell Member sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	We will serve all sectors.
31	Define any specific contract requirements or restrictions that would apply to our Members in Hawaii and Alaska and in US Territories.	We do not provide installation or maintenance services in US territories.

Marketing Plan

Line Item	Question	Response *
32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Setting the correct price is a key part of our strategy; too low and our sales team is not motivated to sell, too high and our customers are not properly served. So we think very carefully about our pricing. Because we are the largest carpet manufacturer and one of the largest flooring manufacturers, we manage many contracts and understand what works. We have three brands on your contract and each has a marketing manager. Kieren Corcoran with Patcraft, Michelle Carpenter with Shaw Contract and Quentin Quathamer with Philadelphia Commercial will develop and implement the marketing plan for the Sourcwell contract. First, operationally, your contract will be available on our internal site 24/7 for our sales representatives to use and updated in all of our data systems. Then, our main marketing avenues are web calls, email blasts, Facebook, Twitter, Pinterest, Instagram, YouTube, flyers, and trade shows. Attached are some marketing materials we have used in the past.
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	We will consider all of our social media channels for your marketing plan: email blasts, Facebook, Twitter, Pinterest, Instagram, and YouTube. We track metadata for our media marketing outlets to determine our most effective messaging content.
34	In your view, what is Sourcwell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcwell-awarded contract into your sales process?	We have been very pleased with our relationship. We appreciate your flexibility and responsiveness. This is the most important thing you bring to the sales process. As you know, we manage many contracts. You are one of our oldest and largest buying cooperatives and our sales representatives are already familiar with your contract. Your contract and marketing material will be available on-line for our sales teams. We will host a web call with our representatives outlining the contract, presenting the marketing materials and answering questions. Shaw's three marketing managers will alert sales representatives when we attend trade shows so they can participate. The marketing managers will be available to assist representatives with any questions along the way.
35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Yes, your members can order through EDI.

Value-Added Attributes

Line Item	Question	Response *
36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell Members. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	We have the most robust service team in the industry. We provide free installation and maintenance training to Sourcewell Members. First, we provide written instruction. Second, we provide video instruction. This is particularly helpful when bringing on new staff. Finally, we can arrange for on-site training.
37	Describe any technological advances that your proposed products or services offer.	Our EcoWorx carpet tile is PVC free, which is important to those members reducing their dependence on PVC. Our LokDots dry adhesive tabs make installation quicker and there is less waste than with wet adhesive. LokWorx dry adhesive tabs allow members to build their own rugs with carpet tile, a popular option for those installing hard surface flooring to reduce the noise. We offer a new wet adhesive that members can use for carpet or resilient flooring, and the pail is resealable. It can be reused up to 3 times. This saves storage space and simplifies the installation process. Our new, lightweight, StrataWorx carpet tiles are well suited when your members need a carpet tile at a broadloom price.
38	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	<p>Our company green initiatives are:</p> <ul style="list-style-type: none"> - Products designed to be recyclable and to use less material - Manufacturing processes that continually reduce our impact on the environment - less water, less energy, and less waste. - Simple recycling services for our customers <p>Our progress is reported annually in our sustainability report at https://shawinc.com/Newsroom#Sustainability-Reports.</p> <p>Our carpet tile manufacturing facilities are ISO 14001 certified (environmental) and ISO 9001 certified (quality) by BSN. (environmental and quality respectively). Our commercial manufacturing facilities are carbon neutral.</p> <p>To help our customers assess our products, we provide:</p> <ul style="list-style-type: none"> *Health Product Declarations (health impact) *Environmental Product Declarations (environmental impact) *Declare Labels (showing our ingredients)
39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	<p>Our product certifications include:</p> <ul style="list-style-type: none"> *Cradle to Cradle Certification by the Innovation Institute (carpet) *NSF 140 certification from ANSI (carpet) *Green Label Plus (air quality) from The Carpet and Rug Institute *FloorScore certification from SCS Global Services (for resilient) *SmartWay certification for the efficient use of fuel
40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	As a private company owned by a corporation Berkshire Hathaway, we do not qualify as a minority enterprise.
41	What unique attributes does your company, your products, or your services offer to Sourcewell Members? What makes your proposed solutions unique in your industry as it applies to Sourcewell members?	Dealers, designers and facility managers consistently rank Shaw's service and quality as the best in the industry. Our products are on the cutting edge of innovation and the 35 people in our service division are available to answer questions, provide testing or arrange training.
42	Identify your ability and willingness to provide your products and services to Sourcewell member agencies in Canada.	We provide Sourcewell agencies in Canada with the same level of service as the US with the exception of installation services.

Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *
43	Do your warranties cover all products, parts, and labor?	Yes, we offer detailed warranties on each of our products, including lifetime warranties on our EcoWorx tile products. We also provide a workmanship warranty for our installation services.
44	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Yes, you must install the product according to instructions and you must maintain the products according to maintenance instructions. These instructions are available on the website, through the dealer, and through our customer service department.
45	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Yes.
46	Are there any geographic regions of the United States (and Canada, if applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell Members in these regions be provided service for warranty repair?	No.
47	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	We cover the warranty service for all of the products we sell.
48	What are your proposed exchange and return programs and policies?	If you cancel your running line product prior to shipping, there is no restock or cancellation fee. If your order has shipped, you will incur restocking and freight fees. For broadloom under 75 feet, the charge is 25% of the invoice plus freight. For broadloom over 75 feet, the charge is 15% of the invoice plus freight. For carpet tile, the charge is 25% plus freight. If we ship products in error or with defective material, your products will be returned at no charge. We will replace your order as soon as possible. If there are special circumstances related to the cancellation, we will work with you to minimize costs.
49	Describe any service contract options for the items included in your proposal.	We are only offering products in this proposal.

Payment Terms and Financing Options

Line Item	Question	Response *
50	What are your payment terms (e.g., net 10, net 30)?	Net 30
51	Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?	No.
52	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell Members' purchase orders.	<p>We have a comprehensive ordering process for each type of flooring transaction: Material-only orders, Turnkey orders, and Dealer Material-only orders. The process for each of these is as follows:</p> <p>Material ONLY orders Customer emails SIS with order request listing: Customer Information, Bill to address, Job name, Shaw Product, and Adhesive. SIS - creates a proposal and sends it to the customer / end-user for review. If the customer accepts the proposal, the customer will need to issue a formal purchase order back to SIS. SIS - processes the order and emails customer with stock/backorder information, along with an order confirmation and live order tracking link. Material is shipped to the customer. SIS - Customer is invoiced and pays SIS per the invoice.</p> <p>Turnkey orders Customer emails SIS with order request listing: Customer Information, Bill to address, Job name, Shaw Product, Adhesive. (The Installation vendor can send this as well if they are working directly with the customer) Installation Vendor provides labor quote SIS - creates a turnkey proposal and sent to the Customer / End-user If the customer accepts the proposal, the customer will need to issue a formal purchase order back to SIS. SIS - processes the order and emails customer and installer with stock/backorder information, along with an order confirmation and live order tracking link. Material is shipped out to the Installation Vendor or customer. (Depends on storage at the job site) SIS - work order and customer work release forms are sent to installation vendor When the job is completed, the signed work order and customer work release are sent to SIS SIS - pays the installation vendor SIS - send the customer is invoiced and pays SIS per the invoice.</p> <p>Dealer Material ONLY The dealer sends the customer proposal for material and labor services (if needed). The dealer sends SIS a PO for "material only" (This is for reporting to Sourcewell) (Dealer must sign a dealer participation agreement, if one is not on file, SIS will provide) Dealer PO must have the following information: - Sourcewell Member number and member name - Shaw Industries Contract # 121715</p> <p>SIS processes the order and emails the dealer with stock/backorder information, along with an order confirmation and live order tracking link. Dealer is invoiced for Shaw material.</p> <p>We have four SIS points of contacts for different regions:</p> <ul style="list-style-type: none"> - Melanie Taylor - Southeast, South Central, West Coast, HI & AK <ul style="list-style-type: none"> o Email: melanie.taylor@shawinc.com o Phone: 770-276-7502 - Rosio Hernandez - North Central, Northeast, and Northwest <ul style="list-style-type: none"> o Email: rosio.hernandez@shawinc.com o Phone: 770-276-7511 - Crystal Zachery - New York & Florida <ul style="list-style-type: none"> o Email: crystal.zachery@shawinc.com o Phone: 706-276-7509 - Farrah Finley - Canada <ul style="list-style-type: none"> o Email: farrah.finley@shawinc.com o Phone: 770-276-7505
53	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell Members for using this process?	Yes, we do accept a P-card. There is a fee of 2%

Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcwell Price and Product Change Request Form.

Line Item	Question	Response *
54	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	We are providing line-item discounts. On our submittal, we show the list price, the discount, and the agency price. We do show the product name and number but not a specific SKU. An SKU would be specific to the color level.
55	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Our discount is per item and on our pricing sheet, we show that discount percentage.
56	Describe any quantity or volume discounts or rebate programs that you offer.	We are not offering any quantity or volume discounts on this contract, however, it is a not-to-exceed price. On a case by case basis, we would extend a volume discount. That number varies based on the specific product, location, and delivery requirements.
57	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	If we source items for your members, there is no charge. If we source services, which are more involved, we charge our customer cost plus 12%.
58	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	This price is direct to your member. It does not include dealer handling cost, freight or taxes.
59	If freight, delivery, or shipping is an additional cost to the Sourcwell Member, describe in detail the complete freight, shipping, and delivery program.	Freight costs are not included in the member price and will be listed separately on purchase orders and invoices. Freight costs will be fully disclosed to your member prior to order placement and will be prepaid by the Contractor.
60	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Shaw uses partner carriers to deliver to Hawaii, Alaska, and Canada. For Hawaii customers, our Los Angeles distribution center delivers the product to our partner's dock and is shipped twice a week. For Alaska customers, our Seattle distribution center delivers the product to our partner's dock and ships twice weekly to Alaska. Shaw ships to Canada daily from our North Georgia hub distribution centers using our core partner carrier which has terminals in all major cities in Canada.
61	Describe any unique distribution and/or delivery methods or options offered in your proposal.	For customers on the west coast, we can offer rail delivery which is likely less expensive but may not be as timely.

Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
62	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

Audit and Administrative Fee

Line Item	Question	Response *
63	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcwell. This process includes ensuring that Sourcwell Members obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcwell.	Darrien Munroe is your contract administrator and he verifies that the information submitted by our Shaw Integrated Solutions Team is correct.
64	Identify a proposed administrative fee that you will pay to Sourcwell for facilitating, managing, and promoting the Sourcwell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods (See the RFP and template Contract for additional details.)	2%

Industry Specific Questions

Line Item	Question	Response *
65	Describe how your products contribute to or promote the health, quality of life and well-being of our members and others.	We show our members how our products contribute to health, quality of life and wellbeing by certifying our products to the highest levels, including: Cradle to Cradle Certification (life cycle certification for carpet) NSF 140 certification (life cycle certification for carpet) Green Label Plus certification (low emissions for carpet) FloorScore certification (life cycle and low emissions for hard surface) For transparency, we also provide Health Product Declarations, Environmental Product Declarations and Declare labels for our products. These certifications are listed on our specifications.
66	Describe your capability to track and report sales to Sourcewell members by your dealer network.	Our sales team will work with your members to ensure that all of their orders go through Shaw Integrated Solutions (SIS). This team of 5 people ensures that the order is coded to Sourcewell. After this information is captured, SIS routes the order to: - the dealer as an order to the dealer to receive and deliver - Shaw as a direct order delivered to the member - Shaw as a turnkey project managed by SIS where the Shaw entity supplies material and installation.
67	Describe how your organization incorporates sustainability into the manufacture, installation and recycling of your products?	Shaw begins with the end in mind. We design our products on the front end to use less material and to be easier to recycle. Our manufacturing processes are continually refined to use less water, less energy and to produce less waste. We report this progress annually in our sustainability report which is available at https://shawinc.com/Newsroom#Sustainability-Reports
68	Describe your capability to report Sourcewell member purchases of products with environmentally preferred attributes (e.g., eco labeled, rated or certified).	Reporting is managed by Darrien Munroe. Darrien pulls the data and formats it for your reports. We can report purchases of environmentally preferred products; however, that includes most of our products.
69	Describe the extent to which your products contain recycled content or are recyclable.	All of our EcoWorx products are recyclable. They contain 27-47% recycled content. Our other broadloom carpet products contain up to 14% recycled content. The exact numbers are reflected on our specifications. LVT and vinyl sheet have no recycled content and are not recyclable. Wood products contain up to 50% recycled content and can be recycled. Tile and stone have no recycled content and are not recyclable; however, they are made from a plentiful natural resource. Sustainability metrics have moved away from recycled content because recycled content can introduce contaminants and the reclamation market is weak. The emphasis today is on healthy materials.

Exceptions to Terms, Conditions, or Specifications Form

Line Item 68. **NOTICE:** To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcewell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification
1st paragraph	This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and [Name and Address of Vendor to be Inserted Upon Contract Award] (Vendor).	This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Shaw Industries, Inc., 616 E.Walnut Avenue, Dalton, GA 30721 (Vendor).
Section 2C	C. WARRANTY. Vendor warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Vendor warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Vendor's dealers and distributors must agree to assist the Member in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Vendor's warranty will be passed on to the Member.	C. WARRANTY. Vendor warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and, subject to the applicable generally-published manufacturer's limited product warranty, are free from defects in design, materials, and workmanship. Vendor's dealers and distributors must agree to assist the Member in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Vendor's warranty will be passed on to the Member. EXCEPT AS EXPRESSLY SET FORTH HEREIN AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, VENDOR MAKES NO OTHER WARRANTIES FOR ANY EQUIPMENT, PRODUCTS, SERVICES, OR MATERIALS PROVIDED UNDER THIS AGREEMENT AND HEREBY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR USE.
Section 3(B)	B. SALES TAX. Each Member is responsible for supplying the Vendor with valid tax-exemption certification(s). When ordering, Members must indicate if it is a tax-exempt entity.	B. SALES TAX. Each Member is responsible for supplying the Vendor with valid tax-exemption certification(s). When ordering, Members must indicate if it is a tax-exempt entity. Unless exempt, Members shall be responsible for all applicable taxes arising from the provision of Products, Equipment, or Services under this Agreement.

Section 4	Vendor may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Contract Administrator. This form is available from the assigned Sourcewell Contract Administrator. At a minimum, the request must:	Vendor may request Equipment, Product, Service, or price changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Contract Administrator. Sourcewell's approval of such requests shall not be unreasonably withheld. Notwithstanding anything herein to the contrary, all Equipment, Product, and/or Service prices are subject to immediate increase without limitation in the event of a material change to applicable duties, taxes, tariffs, similar charges, or other government action. This form is available from the assigned Sourcewell Contract Administrator. At a minimum, the request must:
Section 5(A)	Vendor is responsible for familiarizing its sales and service forces with Sourcewell membership requirements and documentation and will encourage potential members to join Sourcewell. Sourcewell reserves the right to add and remove Members to its roster during the term of this Contract.	Vendor is responsible for familiarizing its sales and service forces with Sourcewell membership requirements and documentation. Sourcewell reserves the right to add and remove Members to its roster during the term of this Contract.
Section 6(A)	A. PURCHASE ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, Member must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically a Member will issue a purchase order directly to Vendor. Members may use their own forms for purchase orders, but it should clearly note the applicable Sourcewell contract number. Members will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Member.	A. PURCHASE ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, Member must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically a Member will issue a purchase order directly to Vendor. Members may use their own forms for purchase orders, but it should clearly note the applicable Sourcewell contract number. Members shall be solely responsible for noting the applicable Sourcewell contract number on all purchase orders. Members will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Member.
Section 6(B)	B. ADDITIONAL TERMS AND CONDITIONS. Additional terms and conditions to a purchase order may be negotiated between a Member and Vendor, such as job or industry-specific requirements, legal requirements (such as affirmative action or immigration status requirements), or specific local policy requirements. Any negotiated additional terms and conditions must never be less favorable to the Member than what is contained in Vendor's Proposal.	B. ADDITIONAL TERMS AND CONDITIONS. Additional terms and conditions to a purchase order may be negotiated between a Member and Vendor, such as job or industry-specific requirements, legal requirements (such as affirmative action or immigration status requirements), or specific local policy requirements.
Section 6(C)	C. PERFORMANCE BOND. If requested by a Member, Vendor will provide a performance bond that meets the requirements set forth in the Member's purchase order.	C. PERFORMANCE BOND. If reasonably requested by a Member, Vendor may provide a performance bond that meets the requirements set forth in the Member's purchase order.
Section 8(A)	"A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcewell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).	"A. CONTRACT SALES ACTIVITY REPORT. Subject to any applicable confidentiality obligations, including without limitation any contract obligations to Members, each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcewell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

<p>Section 8(B)</p>	<p>"B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Vendor will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Members. The Vendor will submit a check payable to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Members under this Contract during each calendar quarter. Payments should note the Sourcewell-assigned contract number in the memo and must be mailed to the address above "Attn: Accounts Receivable." Payments must be received no later than forty-five (45) calendar days after the end of each calendar quarter.</p> <p>Vendor agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.</p> <p>In the event the Vendor is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than thirty (30) days from the cancellation date."</p>	<p>"B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Vendor will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Members under this Contract. The Vendor will submit a check payable to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total net sales of all Equipment, flooring Products, and Services purchased by Members under this Contract during each calendar quarter, less any applicable taxes, freight, fees, and discounts and less amounts attributable to any Services, freight, delivery installation, unpaid invoices, returned Products or materials, or credits issued. Orders under this Contract will only be eligible for the administrative fee if the Member notes the applicable Sourcewell contract number on the purchase order when submitting such purchase order. Payments should note the Sourcewell-assigned contract number in the memo and must be mailed to the address above "Attn: Accounts Receivable." Payments must be received no later than forty-five (45) calendar days after the end of each calendar quarter.</p> <p>Vendor agrees to reasonably cooperate with Sourcewell in auditing transactions under this Contract to solely to the extent necessary to verify that the administrative fee is paid on all eligible items purchased under this Contract in accordance with the terms of this Contract.</p> <p>In the event the Vendor is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than thirty (30) days from the cancellation date.</p> <p>Any Products, Equipment, or Services sold under this Contract will not be eligible for the Administrative Fee if subject to any other rebate or group purchasing organization administrative fee. Sourcewell is solely responsible for notifying any Member or other entity participating hereunder of its Administrative Fee and for complying with all laws and regulations related or applicable to such Administrative Fee. "</p>
<p>Section 11</p>	<p>Vendor must indemnify, save, and hold Sourcewell and its Members, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications.</p>	<p>Vendor must indemnify, save, and hold Sourcewell and its Members, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, brought against Sourcewell or its Member by a third party to the extent arising out of the negligent performance of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications.</p>
<p>Section 12</p>	<p>Sourcewell reserves the right to review the books, records, documents, and accounting procedures and practices of the Vendor relevant to this Contract for a minimum of six (6) years from the end of this Contract. This clause extends to Members as it relates to business conducted by that Member under this Contract.</p>	<p>"Sourcewell reserves the right to review the books, records, documents, and accounting procedures and practices of the Vendor pursuant to this Contract solely to the extent necessary to verify Vendor's compliance with its obligations hereunder for a minimum of six (6) years from the end of this Contract. This clause extends to Members as it relates to business conducted by that Member under this Contract.</p> <p>Sourcewell and its Members agree to receive and hold Confidential Information of Vendor in trust and in strictest confidence and shall not use, reproduce, distribute, disclose, or otherwise disseminate any Confidential Information except 1) as necessary to perform its obligations hereunder or 2) as required by applicable law. Disclosures of the Confidential Information may be made only to Sourcewell or its Member's employees and agents who have a specific need to know such Confidential Information and are subject to confidentiality restrictions at least as restrictive as those contained herein. "Confidential Information" means all disclosures under this Section 12 or Section 8 as well as any non-public, confidential or proprietary information of Vendor, disclosed to Sourcewell or its Member through any method or medium, whether or not marked, designated or otherwise identified as ""confidential"" in connection with this Contract. Upon Vendor's request, Sourcewell or its Member shall promptly return or destroy all documents and other materials containing Confidential Information. The obligations and restrictions of this Section shall survive the expiration or earlier termination of the Agreement."</p>

Section 14	As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Members against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Members by any person on account of the use of any Equipment or Products by Sourcewell or its Members supplied by Vendor in violation of applicable patent or copyright laws.	As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Members against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Members by any person on account of the authorized use of any Equipment or Products by Sourcewell or its Members in accordance with their applicable specifications supplied by Vendor under this Contract in violation of applicable patent or copyright laws.
Section 19(A)(2)	2. Escalation. If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have thirty (30) calendar days to cure an outstanding issue.	2. Escalation. If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have not less than ninety (90) calendar days to cure an outstanding issue or default identified under Section 19(B).

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- [Financial Strength and Stability](#) - 2018 Berkshire Hathaway Inc.pdf - Friday August 02, 2019 14:29:07
- [Marketing Plan/Samples](#) - Marketing Plan.pdf - Wednesday August 07, 2019 15:41:29
- [WMBE/MBE/SBE or Related Certificates](#) (optional)
- [Warranty Information](#) - SC PC PCC Warranties -.pdf - Wednesday August 07, 2019 10:47:26
- [Pricing](#) - Shaw Soucewell Pricing 8-9-19.xlsx - Thursday August 08, 2019 14:59:00
- [Additional Document](#) - Sourcewell Exception . Modification (Shaw 8.2).xlsx - Thursday August 08, 2019 11:41:09

Proposers Assurance of Comp

PROPOSER ASSURANCE OF COMPLIANCE

PROPOSER'S AFFIDAVIT

The undersigned, authorized representative of the entity submitting the foregoing proposal (the "Proposer"), swears that the following statements are true to the best of his or her knowledge.

1. The Proposer is submitting its proposal under its true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, the Proposer possesses, or will possess before delivering any products and related services, all applicable licenses necessary for such delivery to Sourcewell member agencies. The undersigned affirms that he or she is authorized to act on behalf of, and to legally bind the Proposer to the terms in this Contract.
2. The Proposer, or any person representing the Proposer, has not directly or indirectly entered into any agreement or arrangement with any other vendor or supplier, any official or employee of Sourcewell, or any person, firm, or corporation under contract with Sourcewell, in an effort to influence the pricing, terms, or conditions relating to this RFP in any way that adversely affects the free and open competition for a Contract award under this RFP.
3. The contents of the Proposer's proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or agent of the Proposer and will not be communicated to any such persons prior to the official opening of the proposals.
4. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request, and other documents in this solicitation and affirms that any and all exceptions have been noted and included with the Proposer's Proposal.
5. The Proposer will, if awarded a Contract, provide to Sourcewell Members the /products and services in accordance with the terms, conditions, and scope of this RFP, with the Proposer-offered specifications, and with the other documents in this solicitation.
6. The Proposer agrees to deliver products and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
8. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statute §13.591, Subd. 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals generally become public data. Minnesota Statute §13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

The Proposer understands that it is the Proposer's duty to protect information that it considers nonpublic, and it agrees to defend and indemnify Sourcewell for reasonable measures that Sourcewell takes to uphold such a data designation.

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation.
- Robert Chandler, Executive Vice President, Commercial Division

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

Yes No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_7_RFP080819_Flooring Materials with Related Supplies and Services Fri July 26 2019 02:21 PM		..
Addendum_6_Flooring Materials with REalted Supplies and SErvices_RFP080819 Mon July 22 2019 01:46 PM		..
Addendum_5_FLOORing Materials with RElated Supplies and Services_RFP080819 Tue July 16 2019 04:11 PM		..
Addendum_4_Flooring Materials with Related Supplies and Services_RFP_080819 Tue July 16 2019 08:49 AM		..
Addendum_3_Flooring Materials with Related Supplies and Services_RFP_080819 Mon July 15 2019 03:56 PM		..
Addendum_2_Flooring Materials with Related Supplies and Services_RFP_080819 Wed July 10 2019 03:01 PM		..
Addendum_1_Flooring Materials with Related Supplies and Services_RFP#_080819 Tue July 2 2019 03:34 PM		..

ITEM 13



Prices Effective 11/01/2019
Contract # 080819
Updated: 04/25/2022



Material Pricing List - Sourcewell

STYLE NUMBER	STYLE NAME	TYPE	UOM	LIST PRICE	% DISCOUNT	MEMBER PRICE
BROADLOOM						
I0402	AFICIONADO ECOWORX® PERFORMANCE BROADLOOM	BROADLOOM	SY	\$ 38.16	25.58%	\$ 28.40
I0246	APPROACH CLASSICBAC®	BROADLOOM	SY	\$ 22.61	30.79%	\$ 15.65
I0497	ARAGON ULTRALOC®	BROADLOOM	SY	\$ 41.23	26.68%	\$ 30.23
I0498	BASQUE ULTRALOC®	BROADLOOM	SY	\$ 41.23	26.68%	\$ 30.23
I0165	BIG SPLASH! ECOWORX® PERFORMANCE BROADLOOM	BROADLOOM	SY	\$ 35.88	32.37%	\$ 24.26
I0164	BIG SPLASH! ULTRALOC®	BROADLOOM	SY	\$ 26.31	30.17%	\$ 18.38
I0398	BOHEMIAN ECOWORX® PERFORMANCE BROADLOOM	BROADLOOM	SY	\$ 53.01	35.44%	\$ 34.23
I0485	CAMBER ULTRALOC®	BROADLOOM	SY	\$ 23.05	22.18%	\$ 17.94
I0522	CANTILEVER ULTRALOC®	BROADLOOM	SY	\$ 22.61	27.47%	\$ 16.40
I0523	CENTERLINE ULTRALOC®	BROADLOOM	SY	\$ 22.61	28.14%	\$ 16.25
I0415	CIAO ULTRALOC® PATTERN	BROADLOOM	SY	\$ 45.43	29.72%	\$ 31.93
I0203	COLOR CHOICE ULTRALOC®	BROADLOOM	SY	\$ 50.29	57.92%	\$ 21.16
I0131	COLOR YOUR WORLD ULTRALOC®	BROADLOOM	SY	\$ 27.76	31.38%	\$ 19.05
I0440	COMMIT ULTRALOC®	BROADLOOM	SY	\$ 22.93	26.28%	\$ 16.90
I0618	CONTINUITY SOLID CLASSICBAC®	BROADLOOM	SY	\$ 13.06	22.11%	\$ 10.18
I0619	CONTINUITY TONAL CLASSICBAC®	BROADLOOM	SY	\$ 12.94	22.13%	\$ 10.08
I0439	DECIDE ULTRALOC®	BROADLOOM	SY	\$ 26.01	30.56%	\$ 18.06
I0559	ENLIVEN ULTRALOC®	BROADLOOM	SY	\$ 42.86	22.16%	\$ 33.36
I0622	ERA CLASSICBAC®	BROADLOOM	SY	\$ 19.01	22.16%	\$ 14.80
I0147	FAMOUS LAST WORDS II ULTRALOC®	BROADLOOM	SY	\$ 31.20	41.27%	\$ 18.33
I0399	FULL BLOOM ECOWORX® PERFORMANCE BROADLOOM	BROADLOOM	SY	\$ 53.01	27.68%	\$ 38.34
I0251	GAIT CLASSICBAC®	BROADLOOM	SY	\$ 18.85	21.35%	\$ 14.83
I0556	GEODE ULTRALOC®	BROADLOOM	SY	\$ 17.45	22.13%	\$ 13.59
I0413	HALLO ULTRALOC® PATTERN	BROADLOOM	SY	\$ 45.43	29.72%	\$ 31.93
I0560	HARMONIOUS ULTRALOC®	BROADLOOM	SY	\$ 42.86	22.16%	\$ 33.36
I0148	HEADLINES II ULTRALOC®	BROADLOOM	SY	\$ 31.15	41.05%	\$ 18.36
I0352	HOMEROOM V 3.0 ECOWORX® PERFORMANCE BROADLOOM	BROADLOOM	SY	\$ 31.26	37.27%	\$ 19.61
I0351	HOMEROOM V 3.0 ULTRALOC®	BROADLOOM	SY	\$ 22.84	31.03%	\$ 15.75
I0464	HOMESPUN CLASSICBAC®	BROADLOOM	SY	\$ 20.40	36.15%	\$ 13.03
I0486	INTERCEPT ULTRALOC®	BROADLOOM	SY	\$ 23.05	22.18%	\$ 17.94
I0487	INTERVAL ULTRALOC®	BROADLOOM	SY	\$ 23.05	22.18%	\$ 17.94
I0434	LEAFLET ECOWORX® PERFORMANCE BROADLOOM	BROADLOOM	SY	\$ 49.21	25.60%	\$ 36.61
I0620	LOCATION CLASSICBAC®	BROADLOOM	SY	\$ 13.24	22.19%	\$ 10.30
I0527	MOTIF CLASSICBAC®	BROADLOOM	SY	\$ 20.36	33.70%	\$ 13.50
I0129	NIGHT MOVES ULTRALOC®	BROADLOOM	SY	\$ 31.90	43.18%	\$ 18.13
I0414	NIHAO ULTRALOC® PATTERN	BROADLOOM	SY	\$ 45.43	29.72%	\$ 31.93
I0162	OPPORTUNITY #NOCKS CLASSICBAC®	BROADLOOM	SY	\$ 22.84	38.86%	\$ 13.96
I0250	PACE CLASSICBAC®	BROADLOOM	SY	\$ 18.86	26.71%	\$ 13.83
I0495	PALMA ULTRALOC®	BROADLOOM	SY	\$ 64.14	40.56%	\$ 38.13
I0621	REFERENCE CLASSICBAC®	BROADLOOM	SY	\$ 12.63	22.18%	\$ 9.83
I0442	RESPIRE CLASSICBAC®	BROADLOOM	SY	\$ 20.36	37.51%	\$ 12.73
I0554	ROUGH CUT ULTRALOC®	BROADLOOM	SY	\$ 17.45	22.13%	\$ 13.59
I0202	SABRE ENCORE CLASSICBAC®	BROADLOOM	SY	\$ 31.54	35.75%	\$ 20.26
I0120	SCHOLASTIC II 26 CLASSICBAC®	BROADLOOM	SY	\$ 20.71	32.83%	\$ 13.91
I0121	SCHOLASTIC II 28 ULTRALOC®	BROADLOOM	SY	\$ 23.48	31.52%	\$ 16.08
I0368	SEAL THE DEAL CLASSICBAC®	BROADLOOM	SY	\$ 24.46	33.88%	\$ 16.18
I0496	SEVILLE ULTRALOC®	BROADLOOM	SY	\$ 64.14	40.56%	\$ 38.13
I0068	SOCRATES II 26 ULTRALOC®	BROADLOOM	SY	\$ 22.96	31.19%	\$ 15.80
I0069	SOCRATES II 28 ULTRALOC®	BROADLOOM	SY	\$ 25.04	31.40%	\$ 17.18
I0249	STRIDE CLASSICBAC®	BROADLOOM	SY	\$ 18.90	27.65%	\$ 13.68
I0441	SUCCEED ULTRALOC®	BROADLOOM	SY	\$ 24.58	25.58%	\$ 18.29
I0248	TECHNIQUE CLASSICBAC®	BROADLOOM	SY	\$ 22.66	30.94%	\$ 15.65
I0443	TESTED CLASSICBAC®	BROADLOOM	SY	\$ 30.91	38.41%	\$ 19.04
I0546	VERTICAL ENDEAVOR WALL COVERING	BROADLOOM	SY	\$ 32.01	22.18%	\$ 24.91
I0623	VIRTUAL SPACE CLASSICBAC®	BROADLOOM	SY	\$ 13.06	22.11%	\$ 10.18
I0400	VIVANT ECOWORX® PERFORMANCE BROADLOOM	BROADLOOM	SY	\$ 53.01	39.47%	\$ 32.09
I0200	WINDSWEEP ENCORE CLASSICBAC®	BROADLOOM	SY	\$ 23.30	28.70%	\$ 16.61
I0124	WORK IT CLASSICBAC®	BROADLOOM	SY	\$ 22.44	32.59%	\$ 15.13
TILE						
I0344	5K ECOWORX® TILE	TILE	SY	\$ 52.00	38.13%	\$ 32.18
I0455	ABERDEEN ECOWORX® TILE	TILE	SY	\$ 61.33	36.65%	\$ 38.85
I0533	ACCESS ECOWORX® TILE	TILE	SY	\$ 70.48	27.15%	\$ 51.06
I0491	ACHIEVE ECOWORX® TILE	TILE	SY	\$ 46.46	30.89%	\$ 32.11
I0421	ALLOY SHIMMER ECOWORX® TILE	TILE	SY	\$ 61.09	34.79%	\$ 39.84
I0394	APERTURE ECOWORX® TILE	TILE	SY	\$ 62.91	32.68%	\$ 42.35
I0534	ARRIVE ECOWORX® TILE	TILE	SY	\$ 69.83	22.16%	\$ 54.35
I0505	ARTCLOTH ECOWORX® TILE	TILE	SY	\$ 54.56	33.47%	\$ 36.30
I0469	BACKLIT 18" X 36" ECOWORX® TILE	TILE	SY	\$ 62.91	37.57%	\$ 39.28
I0468	BACKLIT 9" X 36" ECOWORX® TILE	TILE	SY	\$ 62.91	37.02%	\$ 39.63
I0492	BARCELONA ECOWORX® TILE	TILE	SY	\$ 76.31	38.79%	\$ 46.71
I0166	BIG SPLASH! ECOWORX® TILE	TILE	SY	\$ 56.38	42.64%	\$ 32.34
I0537	BINARY ECOWORX® TILE	TILE	SY	\$ 58.16	18.76%	\$ 47.25
I0566	CARVE ECOWORX® TILE	TILE	SY	\$ 46.96	22.15%	\$ 36.56
I0574	CHARCOAL ECOWORX® TILE	TILE	SY	\$ 32.46	22.22%	\$ 25.25
I0604	CO-LIVING	TILE	SF	\$ 3.74	22.07%	\$ 2.91
I0447	COLOR BLOCK 12" X 48" ECOWORX® TILE	TILE	SY	\$ 42.55	29.11%	\$ 30.16
I0382	COLOR BLOCK 24" X 24" ECOWORX® TILE	TILE	SY	\$ 41.01	26.67%	\$ 30.08
I0204	COLOR CHOICE ECOWORX® TILE	TILE	SY	\$ 67.53	41.06%	\$ 39.80
I0374	COLOR CHOICE FACET ECOWORX® TILE	TILE	SY	\$ 73.25	38.52%	\$ 46.50
I0471	COLOR FILTER ECOWORX® TILE	TILE	SY	\$ 62.91	37.65%	\$ 39.23
I0448	COLOR POP 12" X 48" ECOWORX® TILE	TILE	SY	\$ 42.90	32.23%	\$ 29.08

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Material Pricing List - Sourcewell

STYLE NUMBER	STYLE NAME	TYPE	UOM	LIST PRICE	% DISCOUNT	MEMBER PRICE
10181	COLOR POP 24" X 24" ECOWORK® TILE	TILE	SY	\$ 41.01	28.99%	\$ 29.13
10110	COLOR YOUR WORLD ECOWORK® TILE	TILE	SY	\$ 46.70	38.73%	\$ 28.61
10170	COLOUR EFFECT ECOWORK® TILE	TILE	SY	\$ 45.14	22.13%	\$ 35.15
10613	COMMITMENT ECOWORK® TILE	TILE	SY	\$ 42.33	22.18%	\$ 32.94
10605	COMPOSED LAYER ECOWORK® TILE	TILE	SY	\$ 60.25	22.18%	\$ 46.89
10535	CONNECTING ECOWORK® TILE	TILE	SY	\$ 69.83	22.16%	\$ 54.35
10427	CUBE & COLOUR 12" X 48" ECOWORK® TILE	TILE	SY	\$ 59.75	34.90%	\$ 38.90
10426	CUBE & COLOUR 24" X 24" ECOWORK® TILE	TILE	SY	\$ 59.75	40.90%	\$ 35.31
10428	CUBE & COLOUR FACET ECOWORK® TILE	TILE	SY	\$ 69.24	33.89%	\$ 45.78
10119	DAZZLE ECOWORK® TILE	TILE	SY	\$ 60.91	43.83%	\$ 34.21
10544	DICHROIC ECOWORK® TILE	TILE	SY	\$ 49.50	22.17%	\$ 38.53
10145	DICHROIC FACET ECOWORK® TILE	TILE	SY	\$ 53.80	22.17%	\$ 41.88
10384	DISMANTLE ECOWORK® TILE	TILE	SY	\$ 60.59	32.68%	\$ 40.79
26473	DWELL ECOWORK® TILE	TILE	SY	\$ 50.60	35.50%	\$ 32.64
10515	EASTERN FACADE STRATAWORK® TILE	TILE	SY	\$ 37.80	36.94%	\$ 23.84
10227	EASY ON THE EYES ECOWORK® TILE	TILE	SY	\$ 37.23	29.72%	\$ 26.16
10517	EDGE LAND STRATAWORK® TILE	TILE	SY	\$ 37.80	36.94%	\$ 23.84
10456	EDINBURGH ECOWORK® TILE	TILE	SY	\$ 61.33	36.65%	\$ 38.85
10561	ENLIVEN ECOWORK® TILE	TILE	SY	\$ 60.11	22.16%	\$ 46.79
10306	ENTRY POINT ECOWORK® TILE	TILE	SY	\$ 68.99	25.86%	\$ 51.15
10512	ETCHED ECOWORK® TILE	TILE	SY	\$ 69.86	34.08%	\$ 46.05
10291	EXPERIENCE ECOWORK® TILE	TILE	SY	\$ 37.44	28.01%	\$ 26.95
10371	FABRIX FACET ECOWORK® TILE	TILE	SY	\$ 71.55	36.74%	\$ 45.26
10279	FLEX ECOWORK® TILE	TILE	SY	\$ 42.33	36.03%	\$ 27.08
10529	FLORACULTURE ECOWORK® TILE	TILE	SY	\$ 64.01	30.27%	\$ 44.64
10518	FORMWORK ECOWORK® TILE	TILE	SY	\$ 42.98	34.47%	\$ 28.16
10481	FUTURA ECOLOGIX®	TILE	SY	\$ 40.56	36.70%	\$ 25.68
10482	FUTURA ECOLOGIX® ES	TILE	SY	\$ 45.86	20.90%	\$ 36.28
10380	FUTURA ECOWORK® TILE	TILE	SY	\$ 37.69	38.14%	\$ 23.31
10373	GEOMETRIX FACET ECOWORK® TILE	TILE	SY	\$ 71.55	37.54%	\$ 44.69
10577	GLACIAL ICE ECOWORK® TILE	TILE	SY	\$ 33.83	22.17%	\$ 26.33
10506	GLOBAL HAND ECOWORK® TILE	TILE	SY	\$ 54.56	33.47%	\$ 36.30
10597	GRAPHIC ARC ECOWORK® TILE	TILE	SY	\$ 77.59	22.17%	\$ 60.39
10598	GRAPHIC SLANT ECOWORK® TILE	TILE	SY	\$ 77.59	22.17%	\$ 60.39
10575	GRAPHITE ECOWORK® TILE	TILE	SY	\$ 32.46	22.22%	\$ 25.25
10562	HARMONIOUS ECOWORK® TILE	TILE	SY	\$ 60.11	22.16%	\$ 46.79
10549	HEIRLOOM TWEED ECOWORK® TILE	TILE	SY	\$ 39.34	22.12%	\$ 30.64
10353	HOMEROOM V 3.D ECOWORK® TILE	TILE	SY	\$ 43.98	32.63%	\$ 29.63
10606	IMPRESS ECOWORK® TILE	TILE	SY	\$ 52.85	22.16%	\$ 41.14
10553	INCLUSION COLOR STRATAWORK® TILE	TILE	SY	\$ 26.21	22.13%	\$ 20.41
10555	INCLUSION STRATAWORK® TILE	TILE	SY	\$ 26.21	22.13%	\$ 20.41
10563	INFLUENCE ECOWORK® TILE	TILE	SY	\$ 60.11	22.16%	\$ 46.79
10576	INK ECOWORK® TILE	TILE	SY	\$ 32.46	22.22%	\$ 25.25
10501	INSTINCT STRATAWORK® TILE	TILE	SY	\$ 31.95	39.75%	\$ 19.25
10583	INTERLOCK ECOWORK® TILE	TILE	SY	\$ 36.49	22.20%	\$ 28.39
26474	INTRINSIC ECOWORK® TILE	TILE	SY	\$ 45.44	35.87%	\$ 29.14
10457	INVERNESS ECOWORK® TILE	TILE	SY	\$ 61.33	36.65%	\$ 38.85
10567	IRREGULAR ECOWORK® TILE	TILE	SY	\$ 46.66	22.15%	\$ 36.33
10397	LEAFLET ECOWORK® TILE	TILE	SY	\$ 59.75	34.39%	\$ 39.20
10383	LINEA 2 ECOWORK® TILE	TILE	SY	\$ 41.01	27.86%	\$ 29.59
10541	LINEAR TENSION ECOWORK® TILE	TILE	SY	\$ 43.19	22.17%	\$ 33.61
10571	LINEATION ECOWORK® TILE	TILE	SY	\$ 45.14	22.13%	\$ 35.15
26476	LIQUID ECOWORK® TILE	TILE	SY	\$ 50.61	37.86%	\$ 31.45
26477	LOFT ECOWORK® TILE	TILE	SY	\$ 49.59	30.88%	\$ 34.28
10460	LOGIC STRATAWORK® TILE	TILE	SY	\$ 29.14	43.97%	\$ 16.33
10568	MACRO-SCORE ECOWORK® TILE	TILE	SY	\$ 46.96	22.15%	\$ 36.56
10614	MATERIAL ECOWORK® TILE	TILE	SY	\$ 42.33	22.18%	\$ 32.94
10422	METALLIC ALCHEMY ECOWORK® TILE	TILE	SY	\$ 61.09	34.79%	\$ 39.84
10507	MICRO-WEAVE ECOWORK® TILE	TILE	SY	\$ 54.56	33.47%	\$ 36.30
10538	MODERN SERGE ECOWORK® TILE	TILE	SY	\$ 64.01	28.67%	\$ 45.66
10607	MONOTYPE ECOWORK® TILE	TILE	SY	\$ 52.85	22.16%	\$ 41.14
10536	MOVING ECOWORK® TILE	TILE	SY	\$ 70.88	22.17%	\$ 55.16
10226	MOVING ON UP ECOWORK® TILE	TILE	SY	\$ 37.23	27.37%	\$ 27.04
10499	NATURAL FORM STRATAWORK® TILE	TILE	SY	\$ 31.95	42.11%	\$ 18.50
10470	NOCTURNE ECOWORK® TILE	TILE	SY	\$ 66.08	37.74%	\$ 41.14
10305	ON THE RIGHT FOOT ECOWORK® TILE	TILE	SY	\$ 68.99	26.64%	\$ 50.61
10572	OPTIC LIGHT ECOWORK® TILE	TILE	SY	\$ 45.14	22.13%	\$ 35.15
10372	OPTIX FACET ECOWORK® TILE	TILE	SY	\$ 71.55	33.40%	\$ 47.65
10483	ORBITAL ECOLOGIX®	TILE	SY	\$ 40.56	36.56%	\$ 25.73
10484	ORBITAL ECOLOGIX® ES	TILE	SY	\$ 45.98	18.24%	\$ 37.59
10379	ORBITAL ECOWORK® TILE	TILE	SY	\$ 37.69	41.89%	\$ 21.90
10610	OUTLOOK STRATAWORK® TILE	TILE	SY	\$ 22.90	22.16%	\$ 17.83
10550	OVERLAYER ECOWORK® TILE	TILE	SY	\$ 39.34	22.12%	\$ 30.64
10608	PAINT TRANSFER ECOWORK® TILE	TILE	SY	\$ 52.85	22.16%	\$ 41.14
10316	PASEO ECOWORK® TILE	TILE	SY	\$ 81.80	33.39%	\$ 54.49
10511	PATINA ECOWORK® TILE	TILE	SY	\$ 69.86	34.08%	\$ 46.05
10530	PERENNIAL ECOWORK® TILE	TILE	SY	\$ 64.01	30.25%	\$ 44.65
10611	PERSPECTIVE STRATAWORK® TILE	TILE	SY	\$ 22.90	22.16%	\$ 17.83
10449	PIVOT POINT ECOWORK® TILE	TILE	SY	\$ 48.21	37.33%	\$ 30.21
10490	POSSIBLE ECOWORK® TILE	TILE	SY	\$ 46.46	30.89%	\$ 32.11
10317	PRADO ECOWORK® TILE	TILE	SY	\$ 80.96	32.70%	\$ 54.49
10531	PRESSED ECOWORK® TILE	TILE	SY	\$ 64.01	28.96%	\$ 45.48



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10396	PROSE ECOWORK® TILE	TILE	SY	\$ 59.75	36.53%	\$ 37.93
10118	RAZZLE ECOWORK® TILE	TILE	SY	\$ 56.29	33.16%	\$ 37.63
10114	REACT ECOWORK® TILE	TILE	SY	\$ 61.09	33.31%	\$ 40.74
10489	REALIZE ECOWORK® TILE	TILE	SY	\$ 46.46	30.89%	\$ 32.11
10459	REASON STRATAWORK® TILE	TILE	SY	\$ 29.14	43.97%	\$ 16.33
10500	REBALANCE STRATAWORK® TILE	TILE	SY	\$ 31.95	39.75%	\$ 19.25
10513	RELIC ECOWORK® TILE	TILE	SY	\$ 61.09	33.31%	\$ 40.74
10615	RENEWAL ECOWORK® TILE	TILE	SY	\$ 59.23	22.14%	\$ 46.11
10564	RESTORED 18" X 36" ECOWORK® TILE	TILE	SY	\$ 60.11	22.16%	\$ 46.79
10612	REVIVE STRATAWORK® TILE	TILE	SY	\$ 22.90	27.16%	\$ 17.83
10465	RISE ECOWORK® TILE	TILE	SY	\$ 46.13	14.96%	\$ 39.23
10466	RUN ECOWORK® TILE	TILE	SY	\$ 46.59	35.58%	\$ 30.01
10519	SCAFFOLD ECOWORK® TILE	TILE	SY	\$ 42.98	33.71%	\$ 28.49
10125	SCHOLASTIC II ECOWORK® TILE	TILE	SY	\$ 41.85	38.05%	\$ 25.93
10584	SELVAGE ECOWORK® TILE	TILE	SY	\$ 36.49	22.20%	\$ 28.39
10494	SEVILLE ECOWORK® TILE	TILE	SY	\$ 72.68	35.72%	\$ 46.71
10393	SHADOWGRAPH 9" X 36" ECOWORK® TILE	TILE	SY	\$ 62.91	34.99%	\$ 40.90
10461	SKILL STRATAWORK® TILE	TILE	SY	\$ 29.14	43.97%	\$ 16.33
10467	SLOPE ECOWORK® TILE	TILE	SY	\$ 46.13	34.93%	\$ 30.01
10126	SOCRATES II-26 ECOWORK® TILE	TILE	SY	\$ 48.00	37.50%	\$ 30.00
10239	SPEAK IN COLOR ECOWORK® TILE	TILE	SY	\$ 45.19	34.85%	\$ 29.44
10240	SPEAK IN DESIGN ECOWORK® TILE	TILE	SY	\$ 45.19	27.94%	\$ 32.56
10599	STRUCTURE ARC ECOWORK® TILE	TILE	SY	\$ 51.14	22.17%	\$ 39.80
10600	STRUCTURE SLANT ECOWORK® TILE	TILE	SY	\$ 51.14	22.17%	\$ 39.80
26475	STUDIO ECOWORK® TILE	TILE	SY	\$ 49.65	36.35%	\$ 31.60
10516	SUBURBAN ABSTRACT STRATAWORK® TILE	TILE	SY	\$ 37.80	36.94%	\$ 23.84
10558	SURFACE STRIATION COLOR STRATAWORK® TILE	TILE	SY	\$ 26.21	21.13%	\$ 20.41
10552	SURFACE STRIATION STRATAWORK® TILE	TILE	SY	\$ 26.21	22.13%	\$ 20.41
10551	TAPIS ECOWORK® TILE	TILE	SY	\$ 39.34	22.12%	\$ 30.64
10569	TEXTURAL MARK ECOWORK® TILE	TILE	SY	\$ 46.96	22.15%	\$ 36.56
10601	TEXTURE ARC ECOWORK® TILE	TILE	SY	\$ 48.49	22.14%	\$ 37.75
10602	TEXTURE SLANT ECOWORK® TILE	TILE	SY	\$ 48.49	22.14%	\$ 37.75
10290	THOUGHT ECOWORK® TILE	TILE	SY	\$ 37.81	28.76%	\$ 26.94
10578	TIDAL ECOWORK® TILE	TILE	SY	\$ 33.83	22.17%	\$ 26.33
10539	TOPSTITCH ECOWORK® TILE	TILE	SY	\$ 58.16	28.78%	\$ 41.43
10520	TRANSVERSE ECOWORK® TILE	TILE	SY	\$ 42.98	34.76%	\$ 28.04
10096	TWEED ECOWORK® TILE	TILE	SY	\$ 46.55	38.40%	\$ 28.68
10542	UNDERLIE 18" X 36" ECOWORK® TILE	TILE	SY	\$ 43.19	22.17%	\$ 33.61
10609	UNFOLD ECOWORK® TILE	TILE	SY	\$ 60.25	22.18%	\$ 46.89
10395	URBAN GARDEN TILE	TILE	SY	\$ 59.75	33.93%	\$ 39.48
10493	VALENCIA ECOWORK® TILE	TILE	SY	\$ 76.31	38.79%	\$ 46.71
10579	VAPOROUS ECOWORK® TILE	TILE	SY	\$ 33.83	22.17%	\$ 26.33
10450	VAULT ECOWORK® TILE	TILE	SY	\$ 48.35	37.51%	\$ 30.21
10301	VIM ECOWORK® TILE	TILE	SY	\$ 39.88	39.03%	\$ 24.31
10302	VIVID ECOWORK® TILE	TILE	SY	\$ 40.28	34.11%	\$ 26.54
10304	WALK RIGHT IN II ECOWORK® TILE	TILE	SY	\$ 68.99	27.81%	\$ 49.80
10425	WORK STUDY PLAY 12" X 48" ECOWORK® TILE	TILE	SY	\$ 51.95	33.52%	\$ 34.54
10405	WORK STUDY PLAY 24" X 24" ECOWORK® TILE	TILE	SY	\$ 47.39	29.70%	\$ 33.31
RESILIENT						
1424V	ADESA	HARD SURFACE	SF	\$ 8.25	44.39%	\$ 4.59
1346V	ADMIX 12" X 12"	HARD SURFACE	SF	\$ 11.81	29.20%	\$ 8.36
1508V	ADMIX 18" X 36"	HARD SURFACE	SF	\$ 13.75	33.64%	\$ 9.13
1347V	ADMIX 36" X 36"	HARD SURFACE	SF	\$ 15.00	26.42%	\$ 11.04
1429V	ADMIX ENCORE GLOSS	HARD SURFACE	SF	\$ 13.75	35.18%	\$ 8.91
1450V	ADMIX MATTE 12" X 12"	HARD SURFACE	SF	\$ 13.75	40.45%	\$ 8.19
1333V	AGGREGATE	HARD SURFACE	SF	\$ 5.25	35.24%	\$ 3.40
1542V	ANEW 2.5 MM	HARD SURFACE	SF	\$ 4.13	23.64%	\$ 3.15
1543V	ANEW 5MM	HARD SURFACE	SF	\$ 5.84	22.27%	\$ 4.54
1318V	ARBOR CREST	HARD SURFACE	SF	\$ 7.09	40.04%	\$ 4.25
1208V	BOUNCE BACK	HARD SURFACE	SY	\$ 70.46	25.72%	\$ 52.34
1319V	BROOKWOOD+	HARD SURFACE	SY	\$ 61.00	32.99%	\$ 40.88
1313V	CHARTED	HARD SURFACE	SF	\$ 5.00	33.26%	\$ 3.34
1600V	CLICK REFRESH	HARD SURFACE	SF	\$ 8.43	39.32%	\$ 5.11
1426V	CMYK	HARD SURFACE	SF	\$ 5.00	42.50%	\$ 2.88
1476V	CREATIVE CODE	HARD SURFACE	SF	\$ 5.00	31.50%	\$ 3.43
1440V	CROSSOVER CLICK	HARD SURFACE	SF	\$ 8.43	39.32%	\$ 5.11
1439V	CROSSOVER LOOSE LAY	HARD SURFACE	SF	\$ 6.25	33.00%	\$ 4.19
1334V	DISSIPATE	HARD SURFACE	SF	\$ 5.25	35.24%	\$ 3.40
1423V	EMERY	HARD SURFACE	SF	\$ 8.84	40.17%	\$ 5.29
1602V	ENERGIZE	HARD SURFACE	SF	\$ 5.19	22.17%	\$ 4.04
1447V	ENRICH PLANK	HARD SURFACE	SF	\$ 10.00	33.50%	\$ 6.65
1448V	ENRICH SHEET	HARD SURFACE	SY	\$ 80.00	34.33%	\$ 52.54
1200V	HIGHLAND FOREST	HARD SURFACE	SF	\$ 5.98	43.93%	\$ 3.35
1800V	HIGHLAND FOREST 6"	HARD SURFACE	SF	\$ 5.98	43.93%	\$ 3.35
1422V	HOLISTIC	HARD SURFACE	SY	\$ 55.36	34.93%	\$ 36.03
1490V	HOMEGRAIN 12 MIL	HARD SURFACE	SF	\$ 2.36	34.39%	\$ 1.55
1491V	HOMEGRAIN 8 MIL	HARD SURFACE	SF	\$ 2.03	35.19%	\$ 1.31
1577V	INSET	HARD SURFACE	SF	\$ 5.94	22.11%	\$ 4.63
1638V	ITERATE	HARD SURFACE	SF	\$ 5.19	22.17%	\$ 4.04
1404V	IVY WALK	HARD SURFACE	SY	\$ 57.41	25.63%	\$ 42.70
1311V	LETTERPRESS	HARD SURFACE	SF	\$ 5.00	33.26%	\$ 3.34
1560V	LINOCUT	HARD SURFACE	SF	\$ 5.89	22.29%	\$ 4.58

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Prices Effective: 11/01/2019
 Contract # 080819
 Updated: 04/25/2022



Material Pricing List - Sourcewell

STYLE NUMBER	STYLE NAME	TYPE	UOM	LIST PRICE	% DISCOUNT	MEMBER PRICE
I592V	LOCAL RESERVE	HARD SURFACE	SF	\$ 5.75	22.17%	\$ 4.48
I509V	MARK MAKING	HARD SURFACE	SF	\$ 6.16	22.11%	\$ 4.80
I446V	MEANING	HARD SURFACE	SF	\$ 10.00	33.50%	\$ 6.65
I584V	MEANING SHEET	HARD SURFACE	SY	\$ 67.51	22.18%	\$ 52.54
I315V	METALLIX (FACE)	HARD SURFACE	SF	\$ 10.50	31.07%	\$ 7.24
I314V	METALLIX (RECTANGLE)	HARD SURFACE	SF	\$ 10.50	33.69%	\$ 6.96
I337V	METALLIX 9" X 36"	HARD SURFACE	SF	\$ 10.50	33.45%	\$ 6.99
I478V	MOLTEN	HARD SURFACE	SF	\$ 7.50	37.83%	\$ 4.66
I463V	MONOCHROME GLOSS	HARD SURFACE	SF	\$ 6.25	33.40%	\$ 4.16
I462V	MONOCHROME MATTE	HARD SURFACE	SF	\$ 6.25	30.20%	\$ 4.36
I531V	NATURAL STATE 12 MIL CLICK	HARD SURFACE	SF	\$ 3.78	21.85%	\$ 2.95
I533V	NATURAL STATE 20 MIL	HARD SURFACE	SF	\$ 4.08	22.09%	\$ 3.18
I532V	NATURAL STATE 20 MIL CLICK	HARD SURFACE	SF	\$ 4.75	21.84%	\$ 3.71
I206V	NORTH RIDGE 4"	HARD SURFACE	SF	\$ 5.96	43.82%	\$ 3.35
I207V	NORTH RIDGE 6"	HARD SURFACE	SF	\$ 5.96	43.82%	\$ 3.35
I320V	ORGANIC HUE	HARD SURFACE	SY	\$ 64.38	36.41%	\$ 40.94
I479V	OXIDIZED	HARD SURFACE	SF	\$ 7.50	43.95%	\$ 4.20
I483V	PAINTED WEFT	HARD SURFACE	SF	\$ 10.00	33.38%	\$ 6.66
I601V	REACH	HARD SURFACE	SF	\$ 5.19	22.17%	\$ 4.04
I417V	REMOVE	HARD SURFACE	SF	\$ 6.25	30.80%	\$ 4.33
I588V	RESTON	HARD SURFACE	SF	\$ 5.13	21.46%	\$ 4.03
I466V	SPLITWOOD	HARD SURFACE	SF	\$ 7.50	38.33%	\$ 4.63
I322V	STRATIFIED+ 12" X 24"	HARD SURFACE	SF	\$ 6.25	47.40%	\$ 3.29
I321V	STRATIFIED+ 6" X 24"	HARD SURFACE	SF	\$ 6.25	44.80%	\$ 3.45
I464V	SURFACE TONE	HARD SURFACE	SF	\$ 6.25	29.60%	\$ 4.40
I342V	TIMBER GROVE 8	HARD SURFACE	SF	\$ 2.75	43.64%	\$ 1.55
I420V	TIMBER GROVE II	HARD SURFACE	SF	\$ 4.13	55.76%	\$ 1.83
I421V	TIMBER GROVE II 20 MIL	HARD SURFACE	SF	\$ 6.88	56.73%	\$ 2.98
I438V	TIMBER GROVE II 30 MIL	HARD SURFACE	SF	\$ 6.38	46.27%	\$ 3.43
I559V	TIMBER GROVE II 5MM	HARD SURFACE	SF	\$ 5.50	22.26%	\$ 4.28
I312V	TYPEFACE	HARD SURFACE	SF	\$ 5.00	33.26%	\$ 3.34
I405V	VININGS	HARD SURFACE	SF	\$ 6.25	31.00%	\$ 4.31
I418V	WITHDRAW	HARD SURFACE	SF	\$ 6.25	30.80%	\$ 4.33
I316V	WOOD PLANX	HARD SURFACE	SF	\$ 10.50	32.14%	\$ 7.13
I336V	WOOD PLANX 9" X 36"	HARD SURFACE	SF	\$ 10.71	33.49%	\$ 7.13
I484V	WOODEN WARP	HARD SURFACE	SF	\$ 10.00	33.38%	\$ 6.66
ADHESIVE & SUPPLIES						
I000D	LOKWORX+ BROADLOOM ADHESIVE 4 GAL	ADHESIVE BROADLOOM	4 GAL PAIL	\$ 75.96	22.17%	\$ 59.13
I036D	1036 - BROADLOOM ADHESIVE W/ ANTIMICROBIAL	ADHESIVE BROADLOOM	4 GAL PAIL	\$ 84.93	22.17%	\$ 66.10
I200D	1200 - BROADLOOM STANDARD ADHESIVE	ADHESIVE BROADLOOM	4 GAL PAIL	\$ 75.96	22.17%	\$ 59.13
I380D	3800 - UNIVERSAL INDOOR/OUTDOOR ADHESIVE	ADHESIVE BROADLOOM	4 GAL PAIL	\$ 90.68	22.17%	\$ 70.58
I518V	4"W X 120'L TOELESS WALL BASE ROLL	HARD SURFACE	ROLL	\$ 201.00	39.07%	\$ 122.46
I512V	4"W X 120'L WALL BASE ROLL	HARD SURFACE	ROLL	\$ 201.00	39.07%	\$ 122.56
I400D	4000 - BROADLOOM SEAM SEALER	ADHESIVE BROADLOOM	EA	\$ 20.29	22.18%	\$ 15.79
I5310V	4062 SEAM SEALER	ADHESIVE RESILIENT	EA	\$ 12.80	25.59%	\$ 9.53
I5102V	4100 - RESILIENT ADHESIVE	ADHESIVE RESILIENT	EA	\$ 327.31	43.54%	\$ 208.01
I5103V	4100 - RESILIENT ADHESIVE	ADHESIVE RESILIENT	4 GAL PAIL	\$ 327.31	43.54%	\$ 208.01
I341VS	4151 PRESSURE SENSITIVE UNIVERSAL ADHESIVE	ADHESIVE RESILIENT	4 GAL PAIL	\$ 335.00	22.16%	\$ 260.75
I5000P	5000 - CARPET TILE STANDARD ADHESIVE	ADHESIVE TILE	4 GAL PAIL	\$ 145.93	22.16%	\$ 113.59
I5100P	5000 - CARPET TILE STANDARD ADHESIVE	ADHESIVE TILE	4 GAL PAIL	\$ 145.93	22.16%	\$ 113.59
I5001P	5001 - CARPET TILE STANDARD ADHESIVE	ADHESIVE TILE	1 GAL PAIL	\$ 48.61	22.17%	\$ 37.84
I5036P	5036 - CARPET TILE ADHESIVE W/ ANTIMICROBIAL	ADHESIVE TILE	EA	\$ 152.83	22.17%	\$ 118.95
I5292V	6" COVE BASE PR	HARD SURFACE	ROLL	\$ 162.69	23.75%	\$ 126.64
I620DU	6200 - ADHESIVE DETACKIFIER UNITS	ADHESIVE TILE	4 GAL PAIL	\$ 171.56	22.17%	\$ 133.53
I6200D	6200 - ADHESIVE DETACKIFIER UNITS	ADHESIVE BROADLOOM	4 GAL PAIL	\$ 171.56	22.17%	\$ 133.53
I8300D	8300 - BROADLOOM MOISTURE IMPERVIOUS SEAM SEALER	ADHESIVE BROADLOOM	EA	\$ 14.39	24.47%	\$ 11.20
I9000D	9000 - BARRIER COAT	ADHESIVE BROADLOOM	2.5 GAL PAIL	\$ 361.66	22.16%	\$ 281.51
I900DU	9000 - BARRIER COAT UNITS	ADHESIVE TILE	2.5 GAL PAIL	\$ 361.66	22.16%	\$ 281.51
I905DU	9050 - BARRIER COAT UNITS	ADHESIVE RESILIENT	4 GAL PAIL	\$ 119.61	36.99%	\$ 87.51
I9050D	9050 - FLOOR PRIMER	ADHESIVE BROADLOOM	4 GAL PAIL	\$ 119.61	36.99%	\$ 87.51
I5124V	9050 - RESILIENT FLOOR PRIMER	ADHESIVE RESILIENT	4 GAL PAIL	\$ 119.61	36.99%	\$ 87.51
I5207V	ADMIX 20" MAROON DEEP SCRUB PAD (RESALE)	HARD SURFACE	BOX	\$ 37.76	22.14%	\$ 29.40
I114PM	ADMIX DEEP SCRUB CLEANER (RESALE)	HARD SURFACE	1 GAL PAIL	\$ 171.26	22.16%	\$ 133.31
I115PM	ADMIX DEEP SCRUB CLEANER (RESALE)	HARD SURFACE	QUART	\$ 53.69	22.14%	\$ 41.80
I118PM	ADMIX GLOSS FINISH (RESALE)	HARD SURFACE	QUART	\$ 44.74	22.16%	\$ 34.83
I117PM	ADMIX GLOSS SURFACE TREATMENT (RESALE)	HARD SURFACE	1 GAL PAIL	\$ 132.96	22.17%	\$ 103.49
I5167V	ADMIX WELD ROD	HARD SURFACE	ROLL	\$ 250.00	31.96%	\$ 184.65
AVDES	ADVANTAGE SYSTEM	ADHESIVE BROADLOOM	ROLL	\$ 627.20	22.16%	\$ 488.19
AVDEU	ADVANTAGE SYSTEM	ADHESIVE TILE	ROLL	\$ 627.20	22.16%	\$ 488.19
I306VS	CADBERRY 4"W X 120'L COVE BASE ROLL	HARD SURFACE	ROLL	\$ 201.00	39.07%	\$ 122.56
I5158V	CAPRAIL 1.875"	HARD SURFACE	BOX	\$ 213.61	22.16%	\$ 166.28
I5137V	CARPET REDUCER 5/16"	HARD SURFACE	BOX	\$ 146.25	39.26%	\$ 88.84
I0K4T	CARPET TILE - LOKDOTS ADHESIVE 1/2 SLEEVE	ADHESIVE TILE	EA	\$ 281.25	23.00%	\$ 216.56
I5157V	CAVETTO 6"	HARD SURFACE	BOX	\$ 240.75	22.17%	\$ 187.39
I0547	CHARITY	CUSHION BROADLOOM	SY	\$ 9.89	22.17%	\$ 7.70
I0446	CUSHIONWORX 2MM	ADHESIVE TILE	ROLL	\$ 365.18	22.16%	\$ 284.25
I0432	CUSHIONWORX 3MM	ADHESIVE TILE	ROLL	\$ 660.00	22.16%	\$ 513.73
I5156V	CYMA 4.5"	HARD SURFACE	BOX	\$ 182.59	20.30%	\$ 145.53
I3600D	LOKWORX ECOWORX BROADLOOM ADHESIVE 4 GAL	ADHESIVE BROADLOOM	4 GAL PAIL	\$ 93.13	22.16%	\$ 72.49
I5270V	ENRICH BIO-BASED WELD ROD	HARD SURFACE	ROLL	\$ 168.75	40.88%	\$ 112.09
I5159V	FASCIA 8"	HARD SURFACE	BOX	\$ 312.50	40.71%	\$ 218.50
I224PC	FINISHWORX ECOWALL BASE 4" COVE LENGTH	ADHESIVE RESILIENT	BOX	\$ 139.30	22.16%	\$ 108.43

ITEM 13

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Prices Effective: 11/01/2019
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Updated: 04/25/2022



Material Pricing List - Sourcewell

STYLE NUMBER	STYLE NAME	TYPE	UOM	LIST PRICE	% DISCOUNT	MEMBER PRICE
225PC	FINISHWORX ECOWALL BASE 4" COVE ROLL	ADHESIVE RESILIENT	BOX	\$ 139.30	22.16%	\$ 108.43
215PC	FINISHWORX WALL BASE 4" COVE LENGTH	ADHESIVE RESILIENT	BOX	\$ 139.30	22.16%	\$ 108.43
219PC	FINISHWORX WALL BASE 4" COVE LENGTH VINYL	ADHESIVE RESILIENT	BOX	\$ 111.09	22.16%	\$ 86.48
216PC	FINISHWORX WALL BASE 4" COVE ROLL	ADHESIVE RESILIENT	BOX	\$ 139.30	22.16%	\$ 108.43
220PC	FINISHWORX WALL BASE 4" COVE ROLL VINYL	ADHESIVE RESILIENT	BOX	\$ 149.89	22.17%	\$ 116.66
217PC	FINISHWORX WALL BASE 4" STRAIGHT LENGTH	ADHESIVE RESILIENT	BOX	\$ 139.30	22.16%	\$ 108.43
218PC	FINISHWORX WALL BASE 4" STRAIGHT ROLL	ADHESIVE RESILIENT	BOX	\$ 139.30	22.16%	\$ 108.43
223PC	FINISHWORX WALL BASE 4.5" COVE LENGTH	ADHESIVE RESILIENT	BOX	\$ 195.73	22.16%	\$ 152.35
221PC	FINISHWORX WALL BASE 6" COVE LENGTH	ADHESIVE RESILIENT	BOX	\$ 190.44	22.16%	\$ 148.24
222PC	FINISHWORX WALL BASE 6" COVE ROLL	ADHESIVE RESILIENT	BOX	\$ 190.44	22.16%	\$ 148.24
S122V	GROUNDWORKS	HARD SURFACE	ROLL	\$ 93.75	9.01%	\$ 85.30
S109V	HUSH II	CUSHION BROADLOOM	EA	\$ 399.85	27.21%	\$ 291.06
O3LDR	LOKDOTS ADHESIVE DOT SLIEVE	ADHESIVE TILE	EA	\$ 468.75	7.60%	\$ 433.13
O3LDA	LOKDOTS APPLICATOR	ADHESIVE TILE	EA	\$ 126.45	22.16%	\$ 98.43
S041V	LOKSEAM APPLICATOR	ADHESIVE RESILIENT	UNIT	\$ 102.55	22.17%	\$ 79.81
S040V	LOKSEAM REPLACEMENT KIT	ADHESIVE RESILIENT	UNIT	\$ 335.24	22.16%	\$ 260.94
S039V	LOKSEAM STARTER KIT	ADHESIVE RESILIENT	UNIT	\$ 280.60	22.16%	\$ 218.41
L1WRX2	LOKWORX	ADHESIVE TILE	BOX	\$ 325.93	22.16%	\$ 253.09
213PC	LOKWORX+ RESILIENT	ADHESIVE RESILIENT	1 GAL PAIL	\$ 89.65	22.16%	\$ 69.79
214PC	LOKWORX+ RESILIENT	ADHESIVE RESILIENT	4 GAL PAIL	\$ 267.24	22.16%	\$ 208.01
S309V	MEANING WELDROD	HARD SURFACE	ROLL	\$ 144.00	23.75%	\$ 112.09
S307V*	MOISTURESHIELD	HARD SURFACE	EA	\$ 1,048.40	25.87%	\$ 776.05
9125D	MOISTURETEK	ADHESIVE BROADLOOM	EA	\$ 1,360.16	22.16%	\$ 1,058.71
160PS	NOSE CAULK TUBE/CARTRIDGE	ADHESIVE RESILIENT	EA	\$ 92.78	22.16%	\$ 72.21
S139V	PINLESS METAL TRACK	HARD SURFACE	BOX	\$ 120.00	39.68%	\$ 72.53
PCGAS	PROKURE GAS DEODORIZER FAST USE	HARD SURFACE	BOX	\$ 1,069.80	22.16%	\$ 832.71
PCKIT	PROKURE V INITIAL STARTER KIT	HARD SURFACE	BOX	\$ 1,130.93	22.16%	\$ 880.29
PCLSG	PROKURE V LIQUID DISINFECTANT/DEODORIZER	HARD SURFACE	BOX	\$ 928.28	22.16%	\$ 722.55
S160V	QUARTER ROUND	HARD SURFACE	BOX	\$ 240.00	34.20%	\$ 156.28
S136V	RESILIENT CARPET REDUCER	HARD SURFACE	BOX	\$ 157.50	34.20%	\$ 103.64
S104V	RESILIENT SEAM SEALER	ADHESIVE RESILIENT	EA	\$ 36.35	23.73%	\$ 28.30
S126V	REXCOURT WELD ROD	HARD SURFACE	ROLL	\$ 149.50	35.56%	\$ 97.05
S108V	S150-95 RH - RESILIENT SPRAY	ADHESIVE RESILIENT	EA	\$ 68.55	37.16%	\$ 43.29
265VS	SHAW 1500	ADHESIVE RESILIENT	EA	\$ 101.83	22.16%	\$ 79.26
S123V	SHAW 200 - RESILIENT	ADHESIVE RESILIENT	4 GAL PAIL	\$ 206.35	22.17%	\$ 160.61
S106V	SHAW 4100	ADHESIVE RESILIENT	1 GAL PAIL	\$ 99.85	43.55%	\$ 56.09
S171V	SHAW M5 RESILIENT	ADHESIVE RESILIENT	2 GAL PAIL	\$ 222.76	38.89%	\$ 137.39
203PC	SHAW PURE GAS DEODORIZER FAST USE 250 SF ROOM	HARD SURFACE	BOX	\$ 1,068.59	22.16%	\$ 831.76
198PC	SHAW PURE INITIAL STARTER KIT	HARD SURFACE	BOX	\$ 1,264.89	22.16%	\$ 984.56
204PC	SHAW PURE LIQUID DEODORIZER 1 GALLON CONTAINER	HARD SURFACE	BOX	\$ 33.89	22.18%	\$ 26.38
201PC	SHAW PURE LIQUID DEODORIZER 1 GALLON PACKET	HARD SURFACE	BOX	\$ 601.43	22.16%	\$ 468.14
194PC	SHAW PURE LIQUID DEODORIZER 32 OZ BLACK SPRAY BOTTLE (3)	HARD SURFACE	BOX	\$ 43.11	22.15%	\$ 33.66
195PC	SHAW PURE LIQUID DEODORIZER 5 GALLON CONTAINER	HARD SURFACE	BOX	\$ 122.60	22.17%	\$ 95.43
202PC	SHAW PURE LIQUID DEODORIZER 5 GALLON PACKET	HARD SURFACE	BOX	\$ 924.74	22.16%	\$ 719.80
196PC	SHAW PURE TEST STRIPS LAMOTTE CLO2 (50-COUNT)	HARD SURFACE	BOX	\$ 80.08	22.16%	\$ 62.33
206PC	SHAW PURE V DEODORIZATION KIT - SMALL	HARD SURFACE	BOX	\$ 333.93	22.16%	\$ 259.91
205PC	SHAW PURE V DISINFECTION KIT - SMALL	HARD SURFACE	BOX	\$ 302.71	22.16%	\$ 235.63
199PC	SHAW PURE V LIQUID DISINFECTANT/DEODORIZER 32 OZ/1 QT PACKET	HARD SURFACE	BOX	\$ 425.88	22.16%	\$ 331.90
S107V	SHAW S150 SPRAY ADHESIVE	ADHESIVE RESILIENT	EA	\$ 68.55	37.16%	\$ 43.29
S155V	SLOT 4.5"	HARD SURFACE	BOX	\$ 210.00	39.07%	\$ 127.95
S141V	SNAP-DOWN T-MOLDING 1-1/8"	HARD SURFACE	BOX	\$ 110.00	39.18%	\$ 66.90
S142V	SNAP-DOWN T-MOLDING 2"	HARD SURFACE	BOX	\$ 128.75	39.52%	\$ 78.53
S154V	STRAIGHT 4.5"	HARD SURFACE	BOX	\$ 210.00	34.20%	\$ 138.19
S306V*	SURFACE PREP EXT	HARD SURFACE	EA	\$ 652.06	25.87%	\$ 483.29
S140V	TILE-CARPET REDUCER 1/8"	HARD SURFACE	BOX	\$ 140.00	39.29%	\$ 85.79
S138V	TRANSITION TAPE	ADHESIVE RESILIENT	EA	\$ 20.00	36.21%	\$ 12.78
159PS	TREAD & LANDING ADHESIVE	ADHESIVE RESILIENT	1 GAL PAIL	\$ 88.84	22.16%	\$ 69.15
S113V	V5-60 MBX VERS/KOVARA 60 (ROLLS) 5'X144' LONG ROLLS	CUSHION TILE	ROLL	\$ 3,337.75	15.65%	\$ 2,815.31
S112V	V5-95 VERS/KOVARA 95 (ROLLS) 5'X144' LONG ROLLS	CUSHION TILE	ROLL	\$ 1,201.55	18.17%	\$ 983.20
S115V	VSM MBX VERS/KOVARA 2.5" TAPE (ROLLS) 2.5" X 180' ROLLS	CUSHION TILE	ROLL	\$ 117.69	17.80%	\$ 96.74
S114V	VSM VERS/KOVARA 2" TAPE (ROLLS) 2" X 180' ROLLS	CUSHION TILE	ROLL	\$ 95.04	17.97%	\$ 77.96
S116V	VSM VERS/KOVARA 4" DS TAPE (ROLLS) 4" X 100' ROLLS	CUSHION TILE	ROLL	\$ 117.69	20.25%	\$ 93.85
S133V	WALL BASE ADHESIVE	ADHESIVE RESILIENT	1 GAL PAIL	\$ 52.50	39.07%	\$ 32.09
S132V	WALL BASE TUBE ADHESIVE	ADHESIVE RESILIENT	BOX	\$ 167.50	39.07%	\$ 102.06
S101V	WELD ROD	HARD SURFACE	ROLL	\$ 90.05	41.41%	\$ 52.20
HARD SURFACE						
P206V	ASPECT 12" X 24"	HARD SURFACE	SF	\$ 6.91	21.88%	\$ 5.40
P207V	ASPECT 16" X 32"	HARD SURFACE	SF	\$ 8.76	22.25%	\$ 6.81
P111V	BAKED LINEN 12" X 24"	HARD SURFACE	SF	\$ 5.98	21.97%	\$ 4.66
P112V	BAKED LINEN 2" MOSAIC	HARD SURFACE	SF	\$ 13.94	22.15%	\$ 10.85
P115V	BAKED LINEN 3" X 12" 8N	HARD SURFACE	SF	\$ 3.90	22.12%	\$ 3.04
P034V	BALLROOM 12" X 12"	HARD SURFACE	SF	\$ 6.78	40.04%	\$ 4.06
P146V	BISCAYNE 12" X 24"	HARD SURFACE	SF	\$ 1.89	22.52%	\$ 1.46
P144V	BISCAYNE 13"	HARD SURFACE	SF	\$ 1.45	22.41%	\$ 1.13
P145V	BISCAYNE 17"	HARD SURFACE	SF	\$ 1.70	22.06%	\$ 1.33
P087V	CANYON RIVER 12" X 24"	HARD SURFACE	SF	\$ 4.34	22.19%	\$ 3.38
P088V	CANYON RIVER 12" X 24" POLISHED	HARD SURFACE	SF	\$ 4.16	14.41%	\$ 3.56
P062V	CHARRED HICKORY 6" X 36"	HARD SURFACE	SF	\$ 3.86	22.01%	\$ 3.01
P079V	COASTAL PLANK 6" X 24"	HARD SURFACE	SF	\$ 3.74	22.07%	\$ 2.91
P080V	COASTAL PLANK 8" X 32"	HARD SURFACE	SF	\$ 4.18	22.16%	\$ 3.25
P082V	COASTAL PLANK MOSAIC	HARD SURFACE	SF	\$ 23.68	22.18%	\$ 18.43
P155V	COLONIAL 12" X 24"	HARD SURFACE	SF	\$ 4.08	22.09%	\$ 3.18

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Prices Effective: 11/01/2019
Contract # 080819
Updated: 04/25/2022



Material Pricing List - Sourcewell

STYLE NUMBER	STYLE NAME	TYPE	UOM	LIST PRICE	% DISCOUNT	MEMBER PRICE
P158V	COLONIAL 4" X 12"	HARD SURFACE	SF	\$ 8.04	22.24%	\$ 6.25
P068V	COOL SPRINGS 3" X 6"	HARD SURFACE	SF	\$ 21.94	22.17%	\$ 17.08
P150V	CORONADO 12" X 24"	HARD SURFACE	SF	\$ 2.01	22.36%	\$ 1.56
P149V	CORONADO 13"	HARD SURFACE	SF	\$ 1.73	21.74%	\$ 1.35
P167V	EAST HAMPTON 18"	HARD SURFACE	SF	\$ 2.44	22.05%	\$ 1.90
P213V	ESSENTIAL 3" X 12" ARTISAN GLASS	HARD SURFACE	SF	\$ 17.90	22.14%	\$ 13.94
P214V	ESSENTIAL 3" X 12" GLASS	HARD SURFACE	SF	\$ 17.31	22.17%	\$ 13.48
P215V	ESSENTIAL 3X9 BEVELED GLASS	HARD SURFACE	SF	\$ 21.90	22.15%	\$ 17.05
P216V	ESSENTIAL 8" X 24" GLASS	HARD SURFACE	SF	\$ 20.39	22.19%	\$ 15.86
P217V	ESSENTIAL 8" X 24" WAVE GLASS	HARD SURFACE	SF	\$ 20.39	22.19%	\$ 15.86
P219V	ESSENTIAL FAN GLASS MOSAIC 3" X 12"	HARD SURFACE	SF	\$ 27.96	22.17%	\$ 21.76
P234V	FULCRUM 12" X 24"	HARD SURFACE	SF	\$ 2.55	22.06%	\$ 1.99
P232V	FULCRUM 13" X 13"	HARD SURFACE	SF	\$ 2.33	22.04%	\$ 1.81
P233V	FULCRUM 18" X 18"	HARD SURFACE	SF	\$ 2.41	22.28%	\$ 1.88
P049V	GRAND 12" X 12" PLSH	HARD SURFACE	SF	\$ 9.28	38.95%	\$ 5.66
P194V	ILLUSION GLASS LINEAR MOSAIC	HARD SURFACE	SF	\$ 23.61	22.18%	\$ 18.38
P171V	IRONSTONE 18"	HARD SURFACE	SF	\$ 2.44	22.05%	\$ 1.90
P106V	MADISON 12" X 24"	HARD SURFACE	SF	\$ 4.11	22.19%	\$ 3.20
P075V	SILK WALNUT 6" X 24"	HARD SURFACE	SF	\$ 4.34	22.19%	\$ 3.38
P076V	SILK WALNUT 6" X 36"	HARD SURFACE	SF	\$ 4.70	22.07%	\$ 3.66
P192V	SILVERADO 6" X 36"	HARD SURFACE	SF	\$ 3.24	22.01%	\$ 2.53
P083V	SPICED HICKORY 6" X 24"	HARD SURFACE	SF	\$ 5.98	22.18%	\$ 4.65
P084V	SPICED HICKORY 6" X 36"	HARD SURFACE	SF	\$ 3.86	22.01%	\$ 3.01
P186V	SPLENDID 12" X 24" MATTE	HARD SURFACE	SF	\$ 5.25	22.14%	\$ 4.09
P027V	SPLENDID 12" X 24" POLISHED	HARD SURFACE	SF	\$ 4.98	22.11%	\$ 3.88
P187V	SPLENDID 16" X 32" MATTE	HARD SURFACE	SF	\$ 6.43	22.18%	\$ 5.00
P188V	SPLENDID 16" X 32" POLISHED	HARD SURFACE	SF	\$ 6.43	22.18%	\$ 5.00
P030V	SPLENDID 24" X 24" POLISHED	HARD SURFACE	SF	\$ 4.80	22.14%	\$ 3.74
P026V	SPLENDID 4" X 12" PLSH	HARD SURFACE	SF	\$ 7.36	22.07%	\$ 5.74
P040V	THEATER 12" X 24" MATTE	HARD SURFACE	SF	\$ 8.03	42.83%	\$ 4.59
P041V	THEATER 12" X 24" PLSH	HARD SURFACE	SF	\$ 9.28	35.31%	\$ 6.00
P128V	TRECKWOOD 6" X 24"	HARD SURFACE	SF	\$ 3.74	22.07%	\$ 2.91
P129V	TRECKWOOD 8" X 32"	HARD SURFACE	SF	\$ 4.18	22.16%	\$ 3.25
P013V	URBAN EASE 3" X 6"	HARD SURFACE	SF	\$ 4.41	19.81%	\$ 3.54
P016V	URBAN EASE 4" X 16"	HARD SURFACE	SF	\$ 3.16	22.13%	\$ 2.46
HARD SURFACE AD						
143PM	705 DUSTLESS PROSET PLUS (GRAY)	HARD SURFACE	EA	\$ 23.64	22.16%	\$ 18.40
144PM	705 DUSTLESS PROSET PLUS (WHITE)	HARD SURFACE	EA	\$ 26.53	22.15%	\$ 20.65
145PM	710 DUSTLESS GRAY	HARD SURFACE	EA	\$ 39.43	25.59%	\$ 29.34
146PM	710 DUSTLESS WHITE	HARD SURFACE	EA	\$ 39.43	25.59%	\$ 29.34
147PM	720 DUSTLESS MARBLEPRO (GRAY)	HARD SURFACE	EA	\$ 26.11	22.16%	\$ 20.33
148PM	720 DUSTLESS MARBLEPRO (WHITE)	HARD SURFACE	EA	\$ 29.95	22.16%	\$ 23.31
106PM	735 PREMIUMFLEX (GRAY)	HARD SURFACE	EA	\$ 34.48	22.15%	\$ 26.84
124PM	735 PREMIUMFLEX (WHITE)	HARD SURFACE	EA	\$ 40.05	22.16%	\$ 31.18
125PM	855 XXL THIN SET (GRAY)	HARD SURFACE	EA	\$ 51.33	22.16%	\$ 39.95
126PM	855 XXL THIN SET (WHITE)	HARD SURFACE	EA	\$ 53.20	21.94%	\$ 41.53
129PM	ADDITIONAL FABRIC 8" X 165'	HARD SURFACE	ROLL	\$ 86.04	22.17%	\$ 66.96
9100P	ADVANCE SKIM COAT REPAIR PATCH/FEATHER FINISH	HARD SURFACE	EA	\$ 31.59	22.16%	\$ 24.59
142PM	AGGREGATE - PRO EPOXY PART C	HARD SURFACE	BOX	\$ 40.63	22.12%	\$ 31.64
P208V	ASPECT BULLNOSE 3" X 24"	HARD SURFACE	EA	\$ 7.58	22.28%	\$ 5.89
P209V	ASPECT MOSAIC 12" X 12"	HARD SURFACE	EA	\$ 26.71	22.18%	\$ 20.79
P116V	BAKED LINEN 6" X 12" COVE BASE	HARD SURFACE	EA	\$ 20.84	22.20%	\$ 16.21
P114V	BAKED LINEN STACKED MOSAIC	HARD SURFACE	EA	\$ 15.36	22.21%	\$ 11.95
P148V	BISCAYNE 2" MOSAIC	HARD SURFACE	EA	\$ 11.65	22.10%	\$ 9.08
P147V	BISCAYNE 3" X 13" BULLNOSE	HARD SURFACE	EA	\$ 3.38	22.22%	\$ 2.63
127PM	BURST - EXCELLERATOR	HARD SURFACE	EA	\$ 16.10	22.20%	\$ 12.53
P091V	CANYON RIVER 2" MOSAIC	HARD SURFACE	EA	\$ 14.71	22.18%	\$ 11.45
P089V	CANYON RIVER 3" X 12" 8N	HARD SURFACE	EA	\$ 4.18	22.16%	\$ 3.25
P090V	CANYON RIVER POLISHED 3" X 12" BULLNOSE	HARD SURFACE	EA	\$ 5.04	22.08%	\$ 3.93
P011V	CEMENTED 2" MOSAIC	HARD SURFACE	EA	\$ 13.14	22.17%	\$ 10.23
P063V	CHARRED HICKORY BN 3" X 24"	HARD SURFACE	EA	\$ 8.53	22.14%	\$ 6.64
P064V	CHARRED HICKORY MOSAIC	HARD SURFACE	EA	\$ 14.74	22.14%	\$ 11.48
P081V	COASTAL PLANK BN 3" X 24"	HARD SURFACE	EA	\$ 8.25	22.17%	\$ 6.43
P156V	COLONIAL 3" X 12" BULLNOSE	HARD SURFACE	EA	\$ 3.99	22.26%	\$ 3.10
P159V	COLONIAL 4" X 12" WALL BULLNOSE	HARD SURFACE	EA	\$ 5.71	22.10%	\$ 4.45
P157V	COLONIAL MOSAIC	HARD SURFACE	EA	\$ 15.09	22.12%	\$ 11.75
139PM	COLORED CAULK-SANDED	HARD SURFACE	EA	\$ 17.78	22.15%	\$ 13.84
140PM	COLORED CAULK-SMOOTH	HARD SURFACE	EA	\$ 17.78	22.15%	\$ 13.84
P071V	COOL SPRINGS RANDOM LINEAR	HARD SURFACE	EA	\$ 14.69	22.21%	\$ 11.43
P151V	CORONADO 13"	HARD SURFACE	EA	\$ 1.61	22.48%	\$ 1.25
P152V	CORONADO 3" X 13" BULLNOSE	HARD SURFACE	EA	\$ 3.43	21.90%	\$ 2.68
138PM	DURA NON-SANDED GROUT	HARD SURFACE	EA	\$ 25.60	22.17%	\$ 19.93
102PM	DURA SANDED GROUT	HARD SURFACE	EA	\$ 26.06	22.16%	\$ 20.29
P165V	EAST HAMPTON 12" X 24"	HARD SURFACE	EA	\$ 2.75	22.27%	\$ 2.14
P166V	EAST HAMPTON 13"	HARD SURFACE	EA	\$ 2.41	22.28%	\$ 1.88
P163V	EAST HAMPTON 2" MOSAIC	HARD SURFACE	EA	\$ 12.70	22.15%	\$ 9.89
P164V	EAST HAMPTON 3" X 13" BULLNOSE	HARD SURFACE	EA	\$ 3.68	22.11%	\$ 2.86
P218V	ESSENTIAL CHEVRON GLASS MOSAIC	HARD SURFACE	EA	\$ 21.58	22.19%	\$ 16.79
P220V	ESSENTIAL LANTERN GLASS MOSAIC 12" X 12"	HARD SURFACE	EA	\$ 28.98	22.18%	\$ 22.55
P221V	ESSENTIAL PENNY ROUND GLASS MOSAIC 12" X 12"	HARD SURFACE	EA	\$ 26.41	22.20%	\$ 20.55
P222V	ESSENTIAL PETAL GLASS MOSAIC 12" X 12"	HARD SURFACE	EA	\$ 27.43	22.20%	\$ 21.34
P223V	ESSENTIAL STACKED GLASS MOSAIC 12" X 12"	HARD SURFACE	EA	\$ 15.53	22.22%	\$ 12.08

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Prices Effective: 11/01/2019
Contract # 080819
Updated: 04/25/2022



Material Pricing List - Sourcewell

STYLE NUMBER	STYLE NAME	TYPE	UOM	LIST PRICE	% DISCOUNT	MEMBER PRICE
P224V	ESSENTIAL SUBWAY GLASS MOSAIC 12" X 12"	HARD SURFACE	EA	\$ 17.08	22.18%	\$ 13.29
9120P	EXG INTERIOR/EXTERIOR CONCRETE REPAIR PATCH	HARD SURFACE	EA	\$ 122.26	22.17%	\$ 95.16
130PM	FABRIC BASE ROLL 8" X 90'	HARD SURFACE	ROLL	\$ 49.80	22.16%	\$ 38.76
131PM	FRACTURE GUARD	HARD SURFACE	3.5 GAL PAIL	\$ 176.05	22.16%	\$ 137.04
149PM	FRACTURE GUARD FD	HARD SURFACE	3.5 GAL PAIL	\$ 190.18	22.16%	\$ 148.04
P237V	FULCRUM 13" X 13" HEX	HARD SURFACE	EA	\$ 19.46	22.09%	\$ 15.16
P235V	FULCRUM BULLNOSE 3X13	HARD SURFACE	EA	\$ 3.88	22.26%	\$ 3.01
P236V	FULCRUM MOSAIC 13" X 13"	HARD SURFACE	EA	\$ 14.34	22.23%	\$ 11.15
107PM	HYDRO GUARD	HARD SURFACE	3.5 GAL PAIL	\$ 221.89	22.16%	\$ 172.71
128PM	HYDRO GUARD	HARD SURFACE	1 GAL PAIL	\$ 90.55	22.16%	\$ 70.49
P193V	ILLUSION GLASS HEXAGON MOSAIC	HARD SURFACE	EA	\$ 22.78	22.17%	\$ 17.73
137PM	INTEGRA COLOR GROUT	HARD SURFACE	EA	\$ 30.53	22.15%	\$ 23.76
P169V	IRONSTONE 2" MOSAIC	HARD SURFACE	EA	\$ 17.11	22.13%	\$ 13.33
P168V	IRONSTONE 3X13 BULLNOSE	HARD SURFACE	EA	\$ 5.76	22.13%	\$ 4.49
P109V	MADISON 2" MOSAIC	HARD SURFACE	EA	\$ 20.61	22.13%	\$ 16.05
P107V	MADISON 3" X 12" BULLNOSE	HARD SURFACE	EA	\$ 4.01	22.12%	\$ 3.13
P108V	MADISON RANDOM LINEAR MOSAIC	HARD SURFACE	EA	\$ 33.60	22.17%	\$ 26.15
141PM	PRO EPOXY PARTS A & B	HARD SURFACE	1 GAL PAIL	\$ 87.63	22.17%	\$ 68.20
P077V	SILK WALNUT 3" X 24" BULLNOSE	HARD SURFACE	EA	\$ 8.41	22.14%	\$ 6.55
P078V	SILK WALNUT MOSAIC	HARD SURFACE	EA	\$ 14.00	22.14%	\$ 10.90
P085V	SPICED HICKORY 3" X 24" BULLNOSE	HARD SURFACE	EA	\$ 8.41	22.14%	\$ 6.55
P086V	SPICED HICKORY MOSAIC	HARD SURFACE	EA	\$ 14.53	22.12%	\$ 11.31
P033V	SPLENDID 2" MOSAIC	HARD SURFACE	EA	\$ 27.99	22.15%	\$ 21.79
P185V	SPLENDID 3" X 12" MATTE	HARD SURFACE	EA	\$ 13.85	22.20%	\$ 10.78
P031V	SPLENDID 3" X 12" POLISHED	HARD SURFACE	EA	\$ 6.43	22.18%	\$ 5.00
P189V	SPLENDID BASKETWEAVE MOSAIC PLSH	HARD SURFACE	EA	\$ 46.63	22.14%	\$ 36.30
P032V	SPLENDID HEXAGON MOSAIC	HARD SURFACE	EA	\$ 38.93	22.16%	\$ 30.30
P130V	TRECKWOOD 3" X 24" BULLNOSE	HARD SURFACE	EA	\$ 8.25	22.12%	\$ 6.43
P131V	TRECKWOOD MOSAIC	HARD SURFACE	EA	\$ 14.15	22.17%	\$ 11.01
132PM	UNDERLAYMENT C	HARD SURFACE	EA	\$ 46.65	22.16%	\$ 36.31
135PM	UNDERLAYMENT SLU	HARD SURFACE	EA	\$ 59.99	22.15%	\$ 46.70
P021V	URBAN EASE 1" MOSAIC	HARD SURFACE	EA	\$ 6.15	22.15%	\$ 4.79
P024V	URBAN EASE 2" MOSAIC	HARD SURFACE	EA	\$ 4.49	22.28%	\$ 3.49
P012V	URBAN EASE 2" X 2" DOT MOSAIC	HARD SURFACE	EA	\$ 7.79	22.15%	\$ 6.06
P015V	URBAN EASE 3" X 6" BN	HARD SURFACE	EA	\$ 2.64	22.27%	\$ 2.05
P018V	URBAN EASE 4" X 16" BULLNOSE	HARD SURFACE	EA	\$ 6.53	22.22%	\$ 5.08
P020V	URBAN EASE BEVELED DIAMOND MOSAIC	HARD SURFACE	EA	\$ 8.35	22.01%	\$ 6.51
P022V	URBAN EASE LANTERN MOSAIC	HARD SURFACE	EA	\$ 8.15	22.09%	\$ 6.35
P019V	URBAN EASE MATTE/BLACK DOT BASKETWEAVE	HARD SURFACE	EA	\$ 7.38	22.03%	\$ 5.75
P029V	URBAN EASE MATTE/BLACK DOT PINWHEEL	HARD SURFACE	EA	\$ 6.33	22.13%	\$ 4.93
P023V	URBAN EASE MINI BRICK 1X3X11X12	HARD SURFACE	EA	\$ 5.96	22.01%	\$ 4.65
P028V	URBAN EASE PENNY ROUND GLASS MOSAIC 12" X 12"	HARD SURFACE	EA	\$ 8.86	22.14%	\$ 6.90

* Freight responsibility is FOB Destination. Freight costs are not included in the member price and will be listed separately on purchase orders and invoices.

* Freight costs will be fully disclosed to the Authorized User prior to order placement, will be prepaid by the Contractor, and that all such orders will be shipped on an F.O.B. Destination.

* All prices are subject to immediate increase without limitation in the event of tariffs or other government action not to exceed the percentage of the tariff %.

* Application of the MoistureShield Solution System must be performed by a trained and approved flooring contractor. All requirements of Shaw's 10-year Moisture Limited Warranty must be met and approved

ICradle to Cradle - Certified by McDonough Braungart Design Chemistry as safe, healthy and ecologically sound using closed loop design. www.mbcd.com.

2Green Label Plus - Certified by the Carpet and Rug Institute for low-VOC emissions and healthy indoor air quality. www.carpet-rug.org.

3NSF-140 - Certified by NSF International to define sustainable carpet, establishing performance requirements for public health and the environment. www.nsf.org.



Region 1 (West): AK, CA, HI, ID, MT, NV, OR, WA
Region 2 (Central): AR, AZ, CO, IA, KS, MN, MO, ND, NE, NM, OK, SD, TX, UT, WY
Region 3 (Southeast): AL, GA, KY, LA, MS, NC, SC, TN
Region 4 (Northeast): CT, DC, DE, IL, IN, MA, MD, ME, MI, NH, NJ, OH, PA, RI, VA, VT, WI, WV

Estimated Labor Rates by Region: Pricing effective for 12 months from award date.

SERVICE DESCRIPTION	UOM	Region 1 (West)		Region 2 (Central)		Region 3 (SE)		Region 4 (Northeast)	
		Standard Rates	PW/Union Rates	Standard Rates	PW/Union Rates	Standard Rates	PW/Union Rates	Standard Rates	PW/Union Rates
Carpet Demolition (standard)	SY	\$ 4.24	\$ 6.29	\$ 3.63	\$ 5.57	\$ 3.33	\$ 5.20	\$ 4.84	\$ 7.02
Carpet Disposal	SY	\$ 1.33	\$ 2.81	\$ 1.33	\$ 2.81	\$ 1.33	\$ 2.81	\$ 2.20	\$ 3.30
Broadloom Carpet Installation (no pattern)	SY	\$ 10.59	\$ 13.92	\$ 8.17	\$ 11.01	\$ 7.84	\$ 10.44	\$ 11.22	\$ 15.18
Carpet Tile Installation	SY	\$ 9.32	\$ 12.39	\$ 7.87	\$ 10.65	\$ 7.54	\$ 10.08	\$ 9.35	\$ 12.65
Carpet Border Work	LF	\$ 3.03	\$ 4.84	\$ 3.33	\$ 5.20	\$ 2.18	\$ 3.82	\$ 3.85	\$ 5.50
4" Vinyl Base Installation (excludes materials)	LF	\$ 1.63	\$ 3.17	\$ 1.51	\$ 3.03	\$ 1.33	\$ 2.81	\$ 1.98	\$ 3.24
4 1/2" Vinyl Base Installation (excludes materials)	LF	\$ 1.83	\$ 3.57	\$ 1.69	\$ 3.39	\$ 1.49	\$ 3.16	\$ 2.22	\$ 3.63
6" Vinyl Base Installation (excludes materials)	LF	\$ 2.02	\$ 3.96	\$ 1.87	\$ 3.76	\$ 1.65	\$ 3.51	\$ 2.45	\$ 4.02
VCT Installation (no pattern; excludes materials)	SF	\$ 1.63	\$ 3.17	\$ 1.51	\$ 3.03	\$ 1.09	\$ 2.52	\$ 1.69	\$ 3.24
Transition Installation (excludes materials)	LF	\$ 3.45	\$ 5.95	\$ 2.72	\$ 5.08	\$ 2.30	\$ 4.29	\$ 3.45	\$ 5.95
Minor Floor Preparation (excludes materials)	HR	\$ 78.65	\$ 95.59	\$ 66.55	\$ 81.07	\$ 60.50	\$ 73.81	\$ 78.65	\$ 95.59
Furniture Removal and Replacement	HR	\$ 78.65	\$ 95.59	\$ 66.55	\$ 81.07	\$ 60.50	\$ 73.81	\$ 78.65	\$ 95.59
Furniture Lift and Carpet Removal	SY	\$ 27.83	\$ 34.61	\$ 22.99	\$ 28.80	\$ 24.20	\$ 30.25	\$ 25.41	\$ 31.70
LVT/VCT Demolition (standard)	SF	\$ 0.81	\$ 2.18	\$ 0.75	\$ 2.10	\$ 0.75	\$ 2.10	\$ 1.54	\$ 2.42
LVT/VCT Disposal	SF	\$ 0.61	\$ 1.94	\$ 0.61	\$ 1.94	\$ 0.62	\$ 1.94	\$ 0.73	\$ 2.29
**Rubber Stair Tread, 1 Piece Unit	PC	\$ 63.90	\$ 77.89	\$ 63.90	\$ 77.89	\$ 63.90	\$ 77.89	\$ 71.24	\$ 86.70
18"X18" Rubber Landing Tile Install	SF	\$ 6.17	\$ 8.62	\$ 6.17	\$ 8.62	\$ 5.72	\$ 8.08	\$ 6.88	\$ 9.47
Sheet Vinyl Demolition (standard)	SY	\$ 7.52	\$ 10.23	\$ 6.44	\$ 8.94	\$ 6.10	\$ 8.53	\$ 6.98	\$ 9.58
Sheet Vinyl Disposal	SY	\$ 1.70	\$ 3.25	\$ 1.70	\$ 3.25	\$ 1.69	\$ 3.24	\$ 1.70	\$ 3.25
Skimcoat - Labor & Material (LVT requires two skimcoats)	SF	\$ 1.93	\$ 3.03	\$ 1.79	\$ 2.97	\$ 1.60	\$ 2.60	\$ 1.79	\$ 2.97
LVT Installation (no pattern; excludes materials)	SF	\$ 3.52	\$ 5.44	\$ 2.98	\$ 4.78	\$ 2.85	\$ 4.63	\$ 3.19	\$ 5.04
Sheet Vinyl Installation (no weld; cove; pattern; excludes materials)	SY	\$ 32.19	\$ 39.84	\$ 27.52	\$ 34.23	\$ 24.05	\$ 30.08	\$ 29.75	\$ 36.91
Moisture Testing (quantity varies based on job size)	EA	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00
Hourly Rate for Services not Listed	HR	\$ 90.00	\$ 125.00	\$ 60.00	\$ 80.00	\$ 55.00	\$ 75.00	\$ 95.00	\$ 125.00
Food (Per Diem)	PP	\$ 61.68	\$ 83.27	\$ 55.11	\$ 74.40	\$ 54.00	\$ 72.90	\$ 61.68	\$ 83.27
Hotel/Motel	Night	\$ 171.35	\$ 231.33	\$ 165.34	\$ 223.21	\$ 164.51	\$ 222.07	\$ 185.06	\$ 249.83
Mileage Reimbursement	Mile	\$ 0.86	\$ 1.16	\$ 0.76	\$ 1.02	\$ 0.84	\$ 1.13	\$ 0.76	\$ 1.02
Supplemental Benefits	HR	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00

****All labor pricing listed for regular time rates are "Not to Exceed." Overtime rates will apply for night/Saturday work at 1.5x regular time rates & Sunday/holiday at 2.0x regular time rates**

****Standard job size is a minimum of 200 SY for carpet tile & broadloom and 500 SF for resilient products. Additional charges may apply for smaller projects.**

**** Assumes stairs/floors are concrete and ready to receive.**

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- ** Stair tread pricing based on average - size of tread to be determined before pricing can be finalized.***
- **Excludes all adhesives, demo and disposal of existing finishes, extensive floor prep, union rates, and any stair nosing.***
- **Supplemental Benefits to be utilized if prevailing wage rates exceed the labor rates listed above.***
- **Labor/installation services are not available in Canada***

ITEM 13

Region 5 (NY)
Region 6 (FL)

NY
FL



Estimated Labor Rates by Region: Pricing effective for 12 months from award date.

SERVICE DESCRIPTION	UOM	Region 5 (NY)		Region 6 (FL)	
		Standard Rates	PW/Union Rates	Standard Rates	PW/Union Rates
Carpet Demolition (standard)	SY	\$ 4.84	\$ 7.02	\$ 3.69	\$ 5.17
Carpet Demolition (double stick installation)	SY	\$ 10.23	\$ 13.75	\$ 7.37	\$ 10.29
Carpet Disposal	SY	\$ 2.42	\$ 3.47	\$ 1.33	\$ 2.81
Broadloom Carpet Installation (no pattern)	SY	\$ 11.50	\$ 15.51	\$ 7.84	\$ 10.44
Broadloom Carpet Installation (with pattern match)	SY	\$ 13.59	\$ 18.26	\$ 9.24	\$ 12.21
Carpet Tile Installation	SY	\$ 9.98	\$ 13.19	\$ 8.25	\$ 11.55
Carpet Border Work	LF	\$ 3.03	\$ 4.84	\$ 2.18	\$ 3.82
4" Vinyl Base Installation (excludes materials)	LF	\$ 2.00	\$ 3.61	\$ 1.33	\$ 2.81
4 1/2" Vinyl Base Installation (excludes materials)	LF	\$ 2.24	\$ 4.06	\$ 1.49	\$ 3.16
6" Vinyl Base Installation (excludes materials)	LF	\$ 2.48	\$ 4.51	\$ 1.65	\$ 3.52
VCT Installation (no pattern; excludes materials)	SF	\$ 1.69	\$ 3.24	\$ 1.54	\$ 2.15
Transition Installation (excludes materials)	LF	\$ 3.45	\$ 5.95	\$ 2.30	\$ 4.29
Minor Floor Preparation (excludes materials)	HR	\$ 84.70	\$ 102.85	\$ 60.50	\$ 73.81
Furniture Removal and Replacement	SY	\$ 84.70	\$ 102.85	\$ 60.50	\$ 73.81
Furniture Lift and Carpet Removal	SY	\$ 31.46	\$ 38.96	\$ 24.20	\$ 30.25
LVT/VCT Demolition (standard)	SF	\$ 0.94	\$ 2.34	\$ 0.83	\$ 1.16
LVT/VCT Disposal	SF	\$ 0.73	\$ 2.29	\$ 0.62	\$ 1.94
**Rubber Stair Tread, 1 Piece Unit	PC	\$ 79.75	\$ 96.91	\$ 63.90	\$ 77.89
Stair Tread Installation	LF	\$ 26.68	\$ 37.24	\$ 24.20	\$ 33.88
Stair Tread Demolition	LF	\$ 5.94	\$ 8.25	\$ 4.46	\$ 6.22
18"X18" Rubber Landing Tile Install	SF	\$ 8.66	\$ 11.61	\$ 5.72	\$ 8.08
Sheet Vinyl Demolition (standard)	SY	\$ 8.54	\$ 11.46	\$ 6.10	\$ 8.53
Sheet Vinyl Disposal	SY	\$ 1.70	\$ 3.25	\$ 1.69	\$ 3.24
Skimcoat - Labor & Material (LVT requires two skimcoats)	SF	\$ 1.93	\$ 3.03	\$ 1.60	\$ 2.60
Ceramic/Porcelain Install (excludes material)	SF	\$ 10.18	\$ 11.83	\$ 10.18	\$ 11.83
LVT Installation (no pattern; excludes materials)	SF	\$ 4.00	\$ 6.01	\$ 2.85	\$ 4.63
Sheet Vinyl Installation (no weld; cove; pattern; excludes materials)	SY	\$ 36.59	\$ 45.12	\$ 24.05	\$ 30.08
Sheet Vinyl- Heat Weld	LF	\$ 8.60	\$ 10.96	\$ 5.34	\$ 7.48
Sheet Vinyl - Flash Cove	LF	\$ 17.84	\$ 21.29	\$ 13.04	\$ 16.23
Sheet Vinyl - Corners	EA	\$ 16.84	\$ 20.63	\$ 12.27	\$ 15.51
Furnish and install 1/4" Plywood Underlayment	SF	\$ 4.27	\$ 5.56	\$ 4.27	\$ 5.56
Furnish and Install 4" Base	LF	\$ 3.36	\$ 4.05	\$ 2.64	\$ 3.69
Furnish and Install 4 1/2" Base	LF	\$ 3.94	\$ 4.71	\$ 3.00	\$ 4.21
Furnish and Install 6" Base	LF	\$ 4.52	\$ 5.37	\$ 3.36	\$ 4.73
Carpet Binding	LF	\$ 2.42	\$ 3.30	\$ 2.42	\$ 3.30
Furnish and Install 6" Carpet Base	LF	\$ 4.26	\$ 4.99	\$ 4.26	\$ 4.99
Removal and disposal of cove base	LF	\$ 0.64	\$ 0.78	\$ 0.66	\$ 0.88
Carpet Reclamation & Recycling	SY	\$ 2.79	\$ 3.42	\$ 2.79	\$ 3.42
Adhesive Removal	SF	\$ 1.43	\$ 1.98	\$ 1.43	\$ 1.98
Install Floor Primer	SF	\$ 0.73	\$ 1.00	\$ 0.73	\$ 1.00
Moisture Mitigation (bead blast, primer, moisture mitigation & leveler)	SF	\$ 8.42	\$ 9.44	\$ 4.02	\$ 5.61
Self leveling up to 1/4"	SF	\$ 3.83	\$ 4.55	\$ 1.93	\$ 2.70
Bead Blast/Grind Floor	SF	\$ 2.98	\$ 4.16	\$ 2.42	\$ 3.41
Moisture Testing (quantity varies based on job size)	EA	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00
Hourly Rate for Services not Listed	HR	\$ 120.00	\$ 160.00	\$ 90.00	\$ 130.00
Food (Per Diem)	PP	\$ 61.68	\$ 83.27	\$ 54.00	\$ 72.90
Hotel/Motel	NIGHT	\$ 185.06	\$ 249.83	\$ 164.51	\$ 222.07
Mileage Reimbursement	MILE	\$ 0.76	\$ 1.02	\$ 0.84	\$ 1.13
Supplemental Benefits	HR	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00

****All labor pricing listed for regular time rates are "Not to Exceed." Overtime rates will apply for night/Saturday work at 1.5x**

regular time rates & Sunday/holiday at 2.0x regular time rates

**** Assumes stairs/ floors are concrete and ready to receive.**

**** Stair tread pricing based on average - size of tread to be determined before pricing can be finalized.**

****Excludes all adhesives, demo and disposal of existing finishes, extensive floor prep, union rates, and any stair nosing.**

****Supplemental Benefits to be utilized if prevailing wage rates exceed the labor rates listed above.**

ITEM 13

Maintenance Services provided by:



- Region 1 (West):** AK, CA, HI, ID, MT, NV, OR, WA
- Region 2 (Central):** AR, AZ, CO, IA, KS, MN, MO, ND, NE, NM, OK, SD, TX, UT, WY
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- Region 4 (Northeast):** CT, DC, DE, IL, IN, MA, MD, ME, MI, NH, NJ, OH, PA, RI, VA, VT, WI, WV
- Region 5 (New York):** NY

Estimated Maintenance Rates by Region: Pricing effective for 12 months from award date.

MAINTENANCE SERVICE DESCRIPTION	UOM	Region 1 (West)		Region 2 (Central)		Region 3 (SE)		Region 4 (Northeast)		Region 5 (NY)	
		Standard Rates	Union Rates	Standard Rates	Union Rates	Standard Rates	Union Rates	Standard Rates	Union Rates	Standard Rates	Union Rates
CARPET CLEANING											
Carpet Cleaning -Restorative <3,000 SF	EA	\$ 750.00	\$ 900.00	\$ 750.00	\$ 900.00	\$ 750.00	\$ 900.00	\$ 750.00	\$ 900.00	\$ 750.00	\$ 900.00
Carpet Cleaning -Restorative >3,001 SF	SF	\$ 0.25	\$ 0.43	\$ 0.25	\$ 0.38	\$ 0.25	\$ 0.38	\$ 0.25	\$ 0.40	\$ 0.25	\$ 0.43
Office Carpet Maintenance Cleaning <2,500 SF	EA	\$ 400.00	\$ 500.00	\$ 400.00	\$ 500.00	\$ 400.00	\$ 500.00	\$ 400.00	\$ 500.00	\$ 400.00	\$ 500.00
Office Carpet Maintenance Cleaning 2,501 - 5,000 SF	SF	\$ 0.15	\$ 0.26	\$ 0.15	\$ 0.23	\$ 0.15	\$ 0.23	\$ 0.15	\$ 0.24	\$ 0.15	\$ 0.26
Office Carpet Maintenance Cleaning 5,001 - 10,000 SF	SF	\$ 0.13	\$ 0.22	\$ 0.13	\$ 0.20	\$ 0.13	\$ 0.20	\$ 0.13	\$ 0.21	\$ 0.13	\$ 0.22
Office Carpet Maintenance Cleaning 10,001-100,000 SF	SF	\$ 0.11	\$ 0.19	\$ 0.11	\$ 0.17	\$ 0.11	\$ 0.17	\$ 0.11	\$ 0.18	\$ 0.11	\$ 0.19
Office Carpet Maintenance Cleaning >100,000 SF SF	SF	\$ 0.09	\$ 0.15	\$ 0.09	\$ 0.14	\$ 0.09	\$ 0.14	\$ 0.09	\$ 0.14	\$ 0.09	\$ 0.15
Public Space Carpet Maintenance Cleaning <2,500 SF	EA	\$ 400.00	\$ 500.00	\$ 400.00	\$ 500.00	\$ 400.00	\$ 500.00	\$ 400.00	\$ 500.00	\$ 400.00	\$ 500.00
Public Space Maintenance Cleaning 2,501 - 5,000 SF	SF	\$ 0.16	\$ 0.27	\$ 0.16	\$ 0.24	\$ 0.16	\$ 0.24	\$ 0.16	\$ 0.26	\$ 0.16	\$ 0.27
Public Space Carpet Maintenance Cleaning 5,001 - 10,000 SF	SF	\$ 0.14	\$ 0.24	\$ 0.14	\$ 0.21	\$ 0.14	\$ 0.21	\$ 0.14	\$ 0.22	\$ 0.14	\$ 0.24
Public Space Carpet Maintenance Cleaning 10,001-100,000 SF	SF	\$ 0.12	\$ 0.20	\$ 0.12	\$ 0.18	\$ 0.12	\$ 0.18	\$ 0.12	\$ 0.19	\$ 0.12	\$ 0.20
Public Space Carpet Maintenance Cleaning >100,000 SF SF	SF	\$ 0.10	\$ 0.17	\$ 0.10	\$ 0.15	\$ 0.10	\$ 0.15	\$ 0.10	\$ 0.16	\$ 0.10	\$ 0.17
RESILIENT (VCT/LVT/RUBBER)*											
Services subject to minimum trip charge of:	EA	\$ 500.00	\$ 700.00	\$ 500.00	\$ 700.00	\$ 500.00	\$ 700.00	\$ 500.00	\$ 700.00	\$ 500.00	\$ 700.00
Top Scrub plus 2 coats finish <500 SF	SF	\$ 1.00	\$ 1.70	\$ 1.00	\$ 1.50	\$ 1.00	\$ 1.50	\$ 1.00	\$ 1.60	\$ 1.00	\$ 1.70
Top Scrub plus 2 coats finish 501-1,000 SF	SF	\$ 0.65	\$ 1.11	\$ 0.65	\$ 0.98	\$ 0.65	\$ 0.98	\$ 0.65	\$ 1.04	\$ 0.65	\$ 1.11
Top Scrub plus 2 coats finish 1,001 - 5,000 SF	SF	\$ 0.40	\$ 0.68	\$ 0.40	\$ 0.60	\$ 0.40	\$ 0.60	\$ 0.40	\$ 0.64	\$ 0.40	\$ 0.68
Top Scrub plus 2 coats finish >5,000 SF	SF	\$ 0.35	\$ 0.60	\$ 0.35	\$ 0.53	\$ 0.35	\$ 0.53	\$ 0.35	\$ 0.56	\$ 0.35	\$ 0.60
Strip and Recoat w/ 3 coats finish <500 SF	SF	\$ 1.25	\$ 2.13	\$ 1.25	\$ 1.88	\$ 1.25	\$ 1.88	\$ 1.25	\$ 2.00	\$ 1.25	\$ 2.13
Strip and Recoat w/ 3 coats finish 501 - 1,000 SF	SF	\$ 1.10	\$ 1.87	\$ 1.10	\$ 1.65	\$ 1.10	\$ 1.65	\$ 1.10	\$ 1.76	\$ 1.10	\$ 1.87
Strip and Recoat w/ 3 coats finish 1,000 - 5,000 SF	SF	\$ 1.00	\$ 1.70	\$ 1.00	\$ 1.50	\$ 1.00	\$ 1.50	\$ 1.00	\$ 1.60	\$ 1.00	\$ 1.70
Strip and Recoat w/ 3 coats finish 5,000 SF	SF	\$ 0.95	\$ 1.62	\$ 0.95	\$ 1.43	\$ 0.95	\$ 1.43	\$ 0.95	\$ 1.52	\$ 0.95	\$ 1.62
Additional coats of finish per coat	SF	\$ 0.12	\$ 0.20	\$ 0.12	\$ 0.18	\$ 0.12	\$ 0.18	\$ 0.12	\$ 0.19	\$ 0.12	\$ 0.20
Burnishing	SF	\$ 0.08	\$ 0.14	\$ 0.08	\$ 0.12	\$ 0.08	\$ 0.12	\$ 0.08	\$ 0.13	\$ 0.08	\$ 0.14
TILE & GROUT SERVICES											
Services subject to minimum trip charge of:	EA	\$ 500.00	\$ 700.00	\$ 500.00	\$ 700.00	\$ 500.00	\$ 700.00	\$ 500.00	\$ 700.00	\$ 500.00	\$ 700.00
Tile & Grout Deep Cleaning - Glazed <500 SF	SF	\$ 1.65	\$ 2.81	\$ 1.65	\$ 2.48	\$ 1.65	\$ 2.48	\$ 1.65	\$ 2.64	\$ 1.65	\$ 2.81
Tile & Grout Deep Cleaning - Glazed 501 - 1,000 SF	SF	\$ 1.35	\$ 2.30	\$ 1.35	\$ 2.03	\$ 1.35	\$ 2.03	\$ 1.35	\$ 2.16	\$ 1.35	\$ 2.30
Tile & Grout Deep Cleaning - Glazed 1,001 - 5,000 SF	SF	\$ 1.10	\$ 1.87	\$ 1.10	\$ 1.65	\$ 1.10	\$ 1.65	\$ 1.10	\$ 1.76	\$ 1.10	\$ 1.87
Tile & Grout Deep Cleaning - Glazed >5,000 SF	SF	\$ 1.00	\$ 1.70	\$ 1.00	\$ 1.50	\$ 1.00	\$ 1.50	\$ 1.00	\$ 1.60	\$ 1.00	\$ 1.70
Tile & Grout Deep Cleaning - Unglazed <500SF	SF	\$ 1.75	\$ 2.98	\$ 1.75	\$ 2.63	\$ 1.75	\$ 2.63	\$ 1.75	\$ 2.80	\$ 1.75	\$ 2.98
Tile & Grout Deep Cleaning - Unglazed 501 - 1,000 SF	SF	\$ 1.40	\$ 2.38	\$ 1.40	\$ 2.10	\$ 1.40	\$ 2.10	\$ 1.40	\$ 2.24	\$ 1.40	\$ 2.38
Tile & Grout Deep Cleaning - Unglazed 1,001 - 5,000 SF	SF	\$ 1.10	\$ 1.87	\$ 1.10	\$ 1.65	\$ 1.10	\$ 1.65	\$ 1.10	\$ 1.76	\$ 1.10	\$ 1.87
Tile & Grout Deep Cleaning - Unglazed >5,000 SF	SF	\$ 1.00	\$ 1.70	\$ 1.00	\$ 1.50	\$ 1.00	\$ 1.50	\$ 1.00	\$ 1.60	\$ 1.00	\$ 1.70
Transparent Grout Sealing	SF	\$ 0.25	\$ 0.43	\$ 0.25	\$ 0.38	\$ 0.25	\$ 0.38	\$ 0.25	\$ 0.40	\$ 0.25	\$ 0.43
Grout Staining and Densifying (Requires initial deep clean)	SF	\$ 3.25	\$ 4.75	\$ 3.25	\$ 4.75	\$ 3.25	\$ 4.75	\$ 3.25	\$ 4.75	\$ 3.25	\$ 4.75
Grout Repair per man hour	HR	\$ 75.00	\$ 145.00	\$ 75.00	\$ 112.50	\$ 75.00	\$ 112.50	\$ 75.00	\$ 120.00	\$ 75.00	\$ 145.00

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Maintenance Services provided by:



- Region 1 (West):** AK, CA, HI, ID, MT, NV, OR, WA
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- Region 4 (Northeast):** CT, DC, DE, IL, IN, MA, MD, ME, MI, NH, NJ, OH, PA, RI, VA, VT, WI, WV
- Region 5 (New York):** NY

Estimated Maintenance Rates by Region: Pricing effective for 12 months from award date.

MAINTAINANCE SERVICE DESCRIPTION	UOM	Region 1 (West)		Region 2 (Central)		Region 3 (SE)		Region 4 (Northeast)		Region 5 (NY)	
		Standard Rates	Union Rates	Standard Rates	Union Rates	Standard Rates	Union Rates	Standard Rates	Union Rates	Standard Rates	Union Rates
HIGH PERFORMANCE COATINGS INSTALLATION											
Services subject to minimum trip charge of:	EA	\$ 625.00	\$ 750.00	\$ 625.00	\$ 750.00	\$ 625.00	\$ 750.00	\$ 625.00	\$ 750.00	\$ 625.00	\$ 750.00
Clear-New Construction	SF	\$ 2.50	\$ 4.25	\$ 2.50	\$ 3.75	\$ 2.50	\$ 3.75	\$ 2.50	\$ 4.00	\$ 2.50	\$ 4.25
Clear-Existing/Renovation	SF	\$ 4.00	\$ 6.80	\$ 4.00	\$ 6.00	\$ 4.00	\$ 6.00	\$ 4.00	\$ 6.40	\$ 4.00	\$ 6.80
SOLID Color Coating	SF	\$ 5.00	\$ 8.50	\$ 5.00	\$ 7.50	\$ 5.00	\$ 7.50	\$ 5.00	\$ 8.00	\$ 5.00	\$ 8.50
Anti-Stain Additive-Add	SF	\$ 1.00	\$ 1.50	\$ 1.00	\$ 1.50	\$ 1.00	\$ 1.50	\$ 1.00	\$ 1.50	\$ 1.00	\$ 1.50
Primer-Add	SF	\$ 1.00	\$ 1.50	\$ 1.00	\$ 1.50	\$ 1.00	\$ 1.50	\$ 1.00	\$ 1.50	\$ 1.00	\$ 1.50
Non-Slip Additive-Add	SF	\$ 1.00	\$ 1.50	\$ 1.00	\$ 1.50	\$ 1.00	\$ 1.50	\$ 1.00	\$ 1.50	\$ 1.00	\$ 1.50
Wear Plus Additive-ADD	SF	\$ 1.00	\$ 1.50	\$ 1.00	\$ 1.50	\$ 1.00	\$ 1.50	\$ 1.00	\$ 1.50	\$ 1.00	\$ 1.50
WOOD FLOORS											
All wood floor service subject to minimum trip charge of:	EA	\$ 500.00	\$ 675.00	\$ 450.00	\$ 450.00	\$ 450.00	\$ 450.00	\$ 450.00	\$ 450.00	\$ 500.00	\$ 675.00
Wood Floor Deep Clean <3,000 SF	SF	\$ 0.30	\$ 0.50	\$ 0.20	\$ 0.30	\$ 0.20	\$ 0.30	\$ 0.30	\$ 0.48	\$ 0.30	\$ 0.50
Wood Floor Deep Clean 3,001 SF-10,000 SF	SF	\$ 0.25	\$ 0.43	\$ 0.17	\$ 0.26	\$ 0.17	\$ 0.26	\$ 0.25	\$ 0.40	\$ 0.25	\$ 0.43
Wood Floor Deep Clean >10,000 SF	SF	\$ 0.24	\$ 0.41	\$ 0.16	\$ 0.25	\$ 0.16	\$ 0.25	\$ 0.24	\$ 0.38	\$ 0.24	\$ 0.41
Wood Floor Scub and Recoat <3,000 SF	SF	\$ 1.50	\$ 2.40	\$ 1.22	\$ 1.83	\$ 1.22	\$ 1.83	\$ 1.35	\$ 2.16	\$ 1.50	\$ 2.40
Wood Floor Scub and Recoat 3,001 SF-10,000 SF	SF	\$ 1.35	\$ 2.16	\$ 1.20	\$ 1.80	\$ 1.20	\$ 1.80	\$ 1.25	\$ 2.00	\$ 1.35	\$ 2.16
Wood Floor Scub and Recoat >10,000 SF	SF	\$ 1.35	\$ 2.16	\$ 1.20	\$ 1.80	\$ 1.20	\$ 1.80	\$ 1.25	\$ 2.00	\$ 1.35	\$ 2.16
TILE: STONE-HARD/IGNEOUS											
GRANITE, EPOXY TERRAZZO/ENGINEERED STONE											
Polishing/Grinding Services subject to minimum trip charge of:	EA	\$ 2,500.00	\$ 3,000.00	\$ 2,500.00	\$ 3,000.00	\$ 2,500.00	\$ 3,000.00	\$ 2,500.00	\$ 3,000.00	\$ 2,500.00	\$ 3,000.00
Hard Stone surface clean	SF	\$ 0.90	\$ 2.52	\$ 0.90	\$ 2.34	\$ 0.90	\$ 2.34	\$ 0.90	\$ 2.43	\$ 0.90	\$ 2.52
Hard Stone/Terrazzo-Heavy grinding to remove stock per grit	SF	\$ 2.50	\$ 7.00	\$ 2.50	\$ 6.50	\$ 2.50	\$ 6.50	\$ 2.50	\$ 6.75	\$ 2.50	\$ 7.00
Hard Stone/Terrazzo-Honing per grit	SF	\$ 1.65	\$ 4.62	\$ 1.65	\$ 4.29	\$ 1.65	\$ 4.29	\$ 1.65	\$ 4.46	\$ 1.65	\$ 4.62
Hard Stone/Terrazzo-Mechanical polishing per grit	SF	\$ 0.83	\$ 2.32	\$ 0.83	\$ 2.16	\$ 0.83	\$ 2.16	\$ 0.83	\$ 2.24	\$ 0.83	\$ 2.32
Hard Stone/Terrazzo-Edge work per grit	LF	\$ 9.00	\$ 25.20	\$ 9.00	\$ 23.40	\$ 9.00	\$ 23.40	\$ 9.00	\$ 24.30	\$ 9.00	\$ 25.20
Hard Stone/Terrazzo-Chemical polish per step	SF	\$ 0.95	\$ 2.66	\$ 0.95	\$ 2.47	\$ 0.95	\$ 2.47	\$ 0.95	\$ 2.57	\$ 0.95	\$ 2.66
Hard Stone/Terrazzo-Sealer/Impregator	SF	\$ 0.30	\$ 0.84	\$ 0.30	\$ 0.78	\$ 0.30	\$ 0.78	\$ 0.30	\$ 0.81	\$ 0.30	\$ 0.84
Hard Stone---Color Enhancer	SF	\$ 0.45	\$ 1.26	\$ 0.45	\$ 1.17	\$ 0.45	\$ 1.17	\$ 0.45	\$ 1.22	\$ 0.45	\$ 1.26
Soft Stone-Slurry Disposal (this service is per man hour)	HR	\$ 75.00	\$ 135.00	\$ 75.00	\$ 120.00	\$ 75.00	\$ 120.00	\$ 75.00	\$ 127.50	\$ 75.00	\$ 135.00
Additional mobilization after first mobilization	EA	\$ 1,500.00	\$ 1,800.00	\$ 1,500.00	\$ 1,800.00	\$ 1,500.00	\$ 1,800.00	\$ 1,500.00	\$ 1,800.00	\$ 1,500.00	\$ 1,800.00
TILE: STONE-SOFT-METAMORPIC AND SEDIMENTARY											
MARBLE, LIMESTONE, TRAVERTINE, CEMENTITIOUS TERRAZZO											
Polishing/Grinding Services subject to minimum trip charge of:	EA	\$ 2,500.00	\$ 2,900.00	\$ 2,500.00	\$ 2,900.00	\$ 2,500.00	\$ 2,900.00	\$ 2,500.00	\$ 2,900.00	\$ 2,500.00	\$ 2,900.00
Soft Stone Surface Clean	SF	\$ 0.90	\$ 2.52	\$ 0.90	\$ 2.34	\$ 0.90	\$ 2.34	\$ 0.90	\$ 2.43	\$ 0.90	\$ 2.52
Soft Stone-Heavy grinding to remove stock or lippage per grit	SF	\$ 0.85	\$ 2.38	\$ 0.85	\$ 2.21	\$ 0.85	\$ 2.21	\$ 0.85	\$ 2.30	\$ 0.85	\$ 2.38
Soft Stone-Honing per grit	SF	\$ 0.65	\$ 1.82	\$ 0.65	\$ 1.69	\$ 0.65	\$ 1.69	\$ 0.65	\$ 1.76	\$ 0.65	\$ 1.82
Soft Stone-Mechanical polishing per grit	SF	\$ 0.40	\$ 1.12	\$ 0.40	\$ 1.04	\$ 0.40	\$ 1.04	\$ 0.40	\$ 1.08	\$ 0.40	\$ 1.12
Soft Stone-Edge work per grit	LF	\$ 6.00	\$ 16.80	\$ 6.00	\$ 15.60	\$ 6.00	\$ 15.60	\$ 6.00	\$ 16.20	\$ 6.00	\$ 16.80

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Estimated Maintenance Rates by Region: Pricing effective for 12 months from award date.

MAINTAINANCE SERVICE DESCRIPTION	UOM	Region 1 (West)		Region 2 (Central)		Region 3 (SE)		Region 4 (Northeast)		Region 5 (NY)	
		Standard Rates	Union Rates	Standard Rates	Union Rates	Standard Rates	Union Rates	Standard Rates	Union Rates	Standard Rates	Union Rates
TILE: STONE-SOFT-METAMORPIC AND SEDIMENTARY											
MARBLE, LIMESTONE, TRAVERTINE,											
CEMENTITIOUS TERRAZZO											
Soft Stone-Chemical polish per step	SF	\$ 0.65	\$ 1.82	\$ 0.65	\$ 1.69	\$ 0.65	\$ 1.69	\$ 0.65	\$ 1.76	\$ 0.65	\$ 1.82
Soft Stone-Sealer/Impregnator	SF	\$ 0.30	\$ 0.84	\$ 0.30	\$ 0.78	\$ 0.30	\$ 0.78	\$ 0.30	\$ 0.81	\$ 0.30	\$ 0.84
Stone---Color Enhancer	SF	\$ 0.45	\$ 1.26	\$ 0.45	\$ 1.17	\$ 0.45	\$ 1.17	\$ 0.45	\$ 1.22	\$ 0.45	\$ 1.26
Soft Stone-Slurry Disposal	HR	\$ 75.00	\$ 135.00	\$ 75.00	\$ 195.00	\$ 75.00	\$ 195.00	\$ 75.00	\$ 202.50	\$ 75.00	\$ 135.00
Additional mobilization after first mobilization	EA	\$ 1,500.00	\$ 1,750.00	\$ 1,500.00	\$ 1,750.00	\$ 1,500.00	\$ 1,750.00	\$ 1,500.00	\$ 1,750.00	\$ 1,500.00	\$ 1,750.00
MISCELLANEOUS AND GENERAL PRICING											
Project Management per hour	HR	\$ 150.00	\$ 225.00	\$ 100.00	\$ 150.00	\$ 100.00	\$ 150.00	\$ 125.00	\$ 187.50	\$ 150.00	\$ 225.00
If travel is required:											
Lodging invoiced at cost											
Per diem for meals per technician	EA	\$ 55.00	\$ 55.00	\$ 45.00	\$ 45.00	\$ 45.00	\$ 45.00	\$ 50.00	\$ 50.00	\$ 55.00	\$ 55.00
In-House Janitorial Training - 4 hours	EA	\$ 450.00	\$ 650.00	\$ 450.00	\$ 450.00	\$ 450.00	\$ 450.00	\$ 450.00	\$ 600.00	\$ 450.00	\$ 650.00
Vehicle Travel per mile after 50 miles	EA	\$ 0.65	\$ 0.65	\$ 0.65	\$ 0.65	\$ 0.65	\$ 0.65	\$ 0.65	\$ 0.65	\$ 0.65	\$ 0.65
Hourly charge per person	HR	\$ 85.00	\$ 115.00	\$ 85.00	\$ 125.00	\$ 85.00	\$ 125.00	\$ 85.00	\$ 115.00	\$ 85.00	\$ 115.00

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Custom Options

Standard	Variation	*Price per SQ. Yard (USD)	Type
Broadloom			
Classicbac®	Ultraloc®	\$2.82	Backing Option
Classicbac®	Ultraloc® MB	\$1.78	High performance, top-down moisture barrier
Classicbac®	Ultraloc® MP	\$6.52	High performance, top-down moisture barrier
Classicbac®	Ultraloc® MPC	\$7.78	Attached High Perform. Cushion
Classicbac®	Classicbac® PC	\$7.05	Attached Cushion
Ultraloc®	Ultraloc® MB	\$1.05	High performance, top-down moisture barrier
Ultraloc®	Ultraloc® MP	\$6.80	High performance, top-down moisture barrier
Ultraloc®	Ultraloc® MPC	\$7.49	Attached High Perform. Cushion
Ultraloc®	Classicbac® PC	\$6.18	Attached Cushion
Ultraloc® MB	Ultraloc® MP	\$4.97	High performance, top-down moisture barrier
Ultraloc® MB	Ultraloc® MPC	\$7.00	Attached High Perform. Cushion
Ultraloc® MB	Classicbac® PC	\$5.95	Attached Cushion
Ultraloc® MP	Ultraloc® MPC	\$3.40	Attached High Perform. Cushion
Ultraloc® MP	Classicbac® PC	\$1.46	Attached Cushion
Classicbac® PC	Ultraloc® MPC	\$1.86	Attached High Perform. Cushion
Tile			
StrataWorx®	EcoWorx®	\$1.95	PVC-free
StrataWorx®	EcoLogix®	\$6.95	Cushion backing
StrataWorx®	EcoWorx® ES	\$3.93	Peel and Stick self adhesive
StrataWorx®	EcoLogix® ES	\$8.93	Attached Cushion Peel and Stick
EcoWorx®	EcoLogix®	\$5.00	Polyurethane Recycled Cushion
EcoWorx®	EcoWorx® ES	\$2.60	Peel and Stick self adhesive
EcoWorx®	EcoLogix® ES	\$6.98	Attached Cushion Peel and Stick
EcoLogix®	EcoLogix® ES	\$1.98	Attached Cushion Peel and Stick
Custom Color, Weight, Pattern, or Size	up to + \$ 4.50 sq. yd		Custom Options
*If exchange rate is ± 10%, then we will reevaluate and adjust accordingly, from current value.			

*Price may vary based on the product selected and may exceed the pricing shown above. Please contact your local Shaw representative for exact pricing prior to submitting your purchase order.

Not all styles can be made custom in all colors, weights, patterns, or sizes. Please contact your local Shaw representative for assistance.

Minimums and overage requirements apply. Please contact your local Shaw representative for details.

ITEM 13



Prices Effective: 11/01/2019
 Contract # 080819
 Updated: 04/25/2022



Material Pricing List - Sourcewell

STYLE NUMBER	STYLE NAME	TYPE	UOM	LIST PRICE	% DISCOUNT	MEMBER PRICE
BROADLOOM						
I0402	AFICIONADO ECOWORX® PERFORMANCE BROADLOOM	BROADLOOM	SY	\$ 38.16	25.58%	\$ 28.40
I0246	APPROACH CLASSICBAC®	BROADLOOM	SY	\$ 22.61	30.79%	\$ 15.65
I0497	ARAGON ULTRALOC®	BROADLOOM	SY	\$ 41.23	26.68%	\$ 30.23
I0498	BASQUE ULTRALOC®	BROADLOOM	SY	\$ 41.23	26.68%	\$ 30.23
I0165	BIG SPLASH! ECOWORX® PERFORMANCE BROADLOOM	BROADLOOM	SY	\$ 35.88	32.37%	\$ 24.26
I0164	BIG SPLASH! ULTRALOC®	BROADLOOM	SY	\$ 26.31	30.17%	\$ 18.38
I0398	BOHEMIAN ECOWORX® PERFORMANCE BROADLOOM	BROADLOOM	SY	\$ 53.01	35.44%	\$ 34.23
I0485	CAMBER ULTRALOC®	BROADLOOM	SY	\$ 23.05	22.18%	\$ 17.94
I0522	CANTILEVER ULTRALOC®	BROADLOOM	SY	\$ 22.61	27.47%	\$ 16.40
I0523	CENTERLINE ULTRALOC®	BROADLOOM	SY	\$ 22.61	28.14%	\$ 16.25
I0415	CIAO ULTRALOC® PATTERN	BROADLOOM	SY	\$ 45.43	29.72%	\$ 31.93
I0203	COLOR CHOICE ULTRALOC®	BROADLOOM	SY	\$ 50.29	57.92%	\$ 21.16
I0131	COLOR YOUR WORLD ULTRALOC®	BROADLOOM	SY	\$ 27.76	31.38%	\$ 19.05
I0440	COMMIT ULTRALOC®	BROADLOOM	SY	\$ 22.93	26.28%	\$ 16.90
I0618	CONTINUITY SOLID CLASSICBAC®	BROADLOOM	SY	\$ 13.06	22.11%	\$ 10.18
I0619	CONTINUITY TONAL CLASSICBAC®	BROADLOOM	SY	\$ 12.94	22.13%	\$ 10.08
I0439	DECIDE ULTRALOC®	BROADLOOM	SY	\$ 26.01	30.56%	\$ 18.06
I0559	ENLIVEN ULTRALOC®	BROADLOOM	SY	\$ 42.86	22.16%	\$ 33.36
I0622	ERA CLASSICBAC®	BROADLOOM	SY	\$ 19.01	22.16%	\$ 14.80
I0147	FAMOUS LAST WORDS II ULTRALOC®	BROADLOOM	SY	\$ 31.20	41.27%	\$ 18.33
I0399	FULL BLOOM ECOWORX® PERFORMANCE BROADLOOM	BROADLOOM	SY	\$ 53.01	27.68%	\$ 38.34
I0251	GAIT CLASSICBAC®	BROADLOOM	SY	\$ 18.85	21.35%	\$ 14.83
I0556	GEODE ULTRALOC®	BROADLOOM	SY	\$ 17.45	22.13%	\$ 13.59
I0413	HALLO ULTRALOC® PATTERN	BROADLOOM	SY	\$ 45.43	29.72%	\$ 31.93
I0560	HARMONIOUS ULTRALOC®	BROADLOOM	SY	\$ 42.86	22.16%	\$ 33.36
I0148	HEADLINES II ULTRALOC®	BROADLOOM	SY	\$ 31.15	41.05%	\$ 18.36
I0352	HOMEROOM V 3.0 ECOWORX® PERFORMANCE BROADLOOM	BROADLOOM	SY	\$ 31.26	37.27%	\$ 19.61
I0351	HOMEROOM V 3.0 ULTRALOC®	BROADLOOM	SY	\$ 22.84	31.03%	\$ 15.75
I0464	HOMESPUN CLASSICBAC®	BROADLOOM	SY	\$ 20.40	36.15%	\$ 13.03
I0486	INTERCEPT ULTRALOC®	BROADLOOM	SY	\$ 23.05	22.18%	\$ 17.94
I0487	INTERVAL ULTRALOC®	BROADLOOM	SY	\$ 23.05	22.18%	\$ 17.94
I0434	LEAFLET ECOWORX® PERFORMANCE BROADLOOM	BROADLOOM	SY	\$ 49.21	25.60%	\$ 36.61
I0620	LOCATION CLASSICBAC®	BROADLOOM	SY	\$ 13.24	22.19%	\$ 10.30
I0527	MOTIF CLASSICBAC®	BROADLOOM	SY	\$ 20.36	33.70%	\$ 13.50
I0129	NIGHT MOVES ULTRALOC®	BROADLOOM	SY	\$ 31.90	43.18%	\$ 18.13
I0414	NIHAO ULTRALOC® PATTERN	BROADLOOM	SY	\$ 45.43	29.72%	\$ 31.93
I0162	OPPORTUNITY KNOCKS CLASSICBAC®	BROADLOOM	SY	\$ 22.84	38.86%	\$ 13.96
I0250	PACE CLASSICBAC®	BROADLOOM	SY	\$ 18.86	26.71%	\$ 13.83
I0495	PALMA ULTRALOC®	BROADLOOM	SY	\$ 64.14	40.56%	\$ 38.13
I0621	REFERENCE CLASSICBAC®	BROADLOOM	SY	\$ 12.63	22.18%	\$ 9.83
I0442	RESPIRE CLASSICBAC®	BROADLOOM	SY	\$ 20.36	37.51%	\$ 12.73
I0554	ROUGH CUT ULTRALOC®	BROADLOOM	SY	\$ 17.45	22.13%	\$ 13.59
I0202	SABRE ENCORE CLASSICBAC®	BROADLOOM	SY	\$ 31.54	35.75%	\$ 20.26
I0120	SCHOLASTIC II 26 CLASSICBAC®	BROADLOOM	SY	\$ 20.71	32.83%	\$ 13.91
I0121	SCHOLASTIC II 28 ULTRALOC®	BROADLOOM	SY	\$ 23.48	31.52%	\$ 16.08
I0368	SEAL THE DEAL CLASSICBAC®	BROADLOOM	SY	\$ 24.46	33.88%	\$ 16.18
I0496	SEVILLE ULTRALOC®	BROADLOOM	SY	\$ 64.14	40.56%	\$ 38.13
I0068	SOCRATES II 26 ULTRALOC®	BROADLOOM	SY	\$ 22.96	31.19%	\$ 15.80
I0069	SOCRATES II 28 ULTRALOC®	BROADLOOM	SY	\$ 25.04	31.40%	\$ 17.18
I0249	STRIDE CLASSICBAC®	BROADLOOM	SY	\$ 18.90	27.65%	\$ 13.68
I0441	SUCCEED ULTRALOC®	BROADLOOM	SY	\$ 24.58	25.58%	\$ 18.29
I0248	TECHNIQUE CLASSICBAC®	BROADLOOM	SY	\$ 22.66	30.94%	\$ 15.65
I0443	TESTED CLASSICBAC®	BROADLOOM	SY	\$ 30.91	38.41%	\$ 19.04
I0546	VERTICAL ENDEAVOR WALL COVERING	BROADLOOM	SY	\$ 32.01	22.18%	\$ 24.91
I0623	VIRTUAL SPACE CLASSICBAC®	BROADLOOM	SY	\$ 13.06	22.11%	\$ 10.18
I0400	VIVANT ECOWORX® PERFORMANCE BROADLOOM	BROADLOOM	SY	\$ 53.01	39.47%	\$ 32.09
I0200	WINDSWEEP ENCORE CLASSICBAC®	BROADLOOM	SY	\$ 23.30	28.70%	\$ 16.61
I0124	WORK IT CLASSICBAC®	BROADLOOM	SY	\$ 22.44	32.59%	\$ 15.13
TILE						
I0344	SK ECOWORX® TILE	TILE	SY	\$ 52.00	38.13%	\$ 32.18
I0455	ABERDEEN ECOWORX® TILE	TILE	SY	\$ 61.33	36.65%	\$ 38.85
I0533	ACCESS ECOWORX® TILE	TILE	SY	\$ 70.48	22.15%	\$ 54.86
I0491	ACHIEVE ECOWORX® TILE	TILE	SY	\$ 46.46	30.89%	\$ 32.11
I0421	ALLOY SHIMMER ECOWORX® TILE	TILE	SY	\$ 61.09	34.79%	\$ 39.84
I0394	APERTURE ECOWORX® TILE	TILE	SY	\$ 62.91	32.68%	\$ 42.35
I0534	ARRIVE ECOWORX® TILE	TILE	SY	\$ 69.83	22.16%	\$ 54.35
I0505	ARTCLOTH ECOWORX® TILE	TILE	SY	\$ 54.56	33.47%	\$ 36.30
I0469	BACKLIT 18" X 36" ECOWORX® TILE	TILE	SY	\$ 62.91	37.57%	\$ 39.28
I0468	BACKLIT 9" X 36" ECOWORX® TILE	TILE	SY	\$ 62.91	37.02%	\$ 39.63
I0492	BARCELONA ECOWORX® TILE	TILE	SY	\$ 76.31	38.79%	\$ 46.71
I0166	BIG SPLASH! ECOWORX® TILE	TILE	SY	\$ 56.38	42.64%	\$ 32.34
I0537	BINARY ECOWORX® TILE	TILE	SY	\$ 58.16	18.76%	\$ 47.25
I0566	CARVE ECOWORX® TILE	TILE	SY	\$ 46.96	22.15%	\$ 36.56
I0574	CHARCOAL ECOWORX® TILE	TILE	SY	\$ 32.46	22.22%	\$ 25.25
I0604	CO-LIVING	TILE	SF	\$ 3.74	22.07%	\$ 2.91
I0447	COLOR BLOCK 12" X 48" ECOWORX® TILE	TILE	SY	\$ 42.55	29.11%	\$ 30.16
I0382	COLOR BLOCK 24" X 24" ECOWORX® TILE	TILE	SY	\$ 41.01	26.67%	\$ 30.08
I0204	COLOR CHOICE ECOWORX® TILE	TILE	SY	\$ 67.53	41.06%	\$ 39.80
I0374	COLOR CHOICE FACET ECOWORX® TILE	TILE	SY	\$ 73.25	36.52%	\$ 46.50
I0471	COLOR FILTER ECOWORX® TILE	TILE	SY	\$ 62.91	37.65%	\$ 39.23
I0448	COLOR POP 12" X 48" ECOWORX® TILE	TILE	SY	\$ 42.90	32.23%	\$ 29.08

ITEM 13



Prices Effective: 11/01/2019
 Contract # 080819
 Updated: 04/25/2022



Material Pricing List - Sourcewell

STYLE NUMBER	STYLE NAME	TYPE	UOM	LIST PRICE	% DISCOUNT	MEMBER PRICE
I0381	COLOR POP 24" X 24" ECOWORX® TILE	TILE	SY	\$ 41.01	28.99%	\$ 29.13
I0110	COLOR YOUR WORLD ECOWORX® TILE	TILE	SY	\$ 46.70	38.73%	\$ 28.61
I0570	COLOUR EFFECT ECOWORX® TILE	TILE	SY	\$ 45.14	22.13%	\$ 35.15
I0613	COMMITMENT ECOWORX® TILE	TILE	SY	\$ 42.33	22.18%	\$ 32.94
I0605	COMPOSED LAYER ECOWORX® TILE	TILE	SY	\$ 60.25	22.18%	\$ 46.89
I0535	CONNECTING ECOWORX® TILE	TILE	SY	\$ 69.83	22.16%	\$ 54.35
I0427	CUBE & COLOUR 12" X 48" ECOWORX® TILE	TILE	SY	\$ 59.75	34.90%	\$ 38.90
I0426	CUBE & COLOUR 24" X 24" ECOWORX® TILE	TILE	SY	\$ 59.75	40.90%	\$ 35.31
I0428	CUBE & COLOUR FACET ECOWORX® TILE	TILE	SY	\$ 69.24	33.89%	\$ 45.78
I0119	DAZZLE ECOWORX® TILE	TILE	SY	\$ 60.91	43.83%	\$ 34.21
I0544	DICHROIC ECOWORX® TILE	TILE	SY	\$ 49.50	22.17%	\$ 38.53
I0545	DICHROIC FACET ECOWORX® TILE	TILE	SY	\$ 53.80	22.17%	\$ 41.88
I0384	DISMANTLE ECOWORX® TILE	TILE	SY	\$ 60.59	32.68%	\$ 40.79
Z6473	DWELL ECOWORX® TILE	TILE	SY	\$ 50.60	35.50%	\$ 32.64
I0515	EASTERN FAÇADE STRATAWORX® TILE	TILE	SY	\$ 37.80	36.94%	\$ 23.84
I0227	EASY ON THE EYES ECOWORX® TILE	TILE	SY	\$ 37.23	29.72%	\$ 26.16
I0517	EDGELAND STRATAWORX® TILE	TILE	SY	\$ 37.80	36.94%	\$ 23.84
I0456	EDINBURGH ECOWORX® TILE	TILE	SY	\$ 61.33	36.65%	\$ 38.85
I0561	ENLIVEN ECOWORX® TILE	TILE	SY	\$ 60.11	22.16%	\$ 46.79
I0306	ENTRY POINT ECOWORX® TILE	TILE	SY	\$ 68.99	25.86%	\$ 51.15
I0512	ETCHED ECOWORX® TILE	TILE	SY	\$ 69.86	34.08%	\$ 46.05
I0291	EXPERIENCE ECOWORX® TILE	TILE	SY	\$ 37.44	28.01%	\$ 26.95
I0371	FABRIX FACET ECOWORX® TILE	TILE	SY	\$ 71.55	36.74%	\$ 45.26
I0279	FLEX ECOWORX® TILE	TILE	SY	\$ 42.33	36.03%	\$ 27.08
I0529	FLORACULTURE ECOWORX® TILE	TILE	SY	\$ 64.01	30.27%	\$ 44.64
I0518	FORMWORK ECOWORX® TILE	TILE	SY	\$ 42.98	34.47%	\$ 28.16
I0481	FUTURA ECOLOGIX®	TILE	SY	\$ 40.56	36.70%	\$ 25.68
I0482	FUTURA ECOLOGIX® ES	TILE	SY	\$ 45.86	20.90%	\$ 36.28
I0380	FUTURA ECOWORX® TILE	TILE	SY	\$ 37.69	38.14%	\$ 23.31
I0373	GEOMETRIX FACET ECOWORX® TILE	TILE	SY	\$ 71.55	37.54%	\$ 44.69
I0577	GLACIAL ICE ECOWORX® TILE	TILE	SY	\$ 33.83	22.17%	\$ 26.33
I0506	GLOBAL HAND ECOWORX® TILE	TILE	SY	\$ 54.56	33.47%	\$ 36.30
I0597	GRAPHIC ARC ECOWORX® TILE	TILE	SY	\$ 77.59	22.17%	\$ 60.39
I0598	GRAPHIC SLANT ECOWORX® TILE	TILE	SY	\$ 77.59	22.17%	\$ 60.39
I0575	GRAPHITE ECOWORX® TILE	TILE	SY	\$ 32.46	22.22%	\$ 25.25
I0562	HARMONIOUS ECOWORX® TILE	TILE	SY	\$ 60.11	22.16%	\$ 46.79
I0549	HEIRLOOM TWEED ECOWORX® TILE	TILE	SY	\$ 39.34	22.12%	\$ 30.64
I0353	HOMEROOM V 3.0 ECOWORX® TILE	TILE	SY	\$ 43.98	32.63%	\$ 29.63
I0606	IMPRESS ECOWORX® TILE	TILE	SY	\$ 52.85	22.16%	\$ 41.14
I0553	INCLUSION COLOR STRATAWORX® TILE	TILE	SY	\$ 26.21	22.13%	\$ 20.41
I0555	INCLUSION STRATAWORX® TILE	TILE	SY	\$ 26.21	22.13%	\$ 20.41
I0563	INFLUENCE ECOWORX® TILE	TILE	SY	\$ 60.11	22.16%	\$ 46.79
I0576	INK ECOWORX® TILE	TILE	SY	\$ 32.46	22.22%	\$ 25.25
I0501	INSTINCT STRATAWORX® TILE	TILE	SY	\$ 31.95	39.75%	\$ 19.25
I0583	INTERLOCK ECOWORX® TILE	TILE	SY	\$ 36.49	22.20%	\$ 28.39
Z6474	INTRINSIC ECOWORX® TILE	TILE	SY	\$ 45.44	35.87%	\$ 29.14
I0457	INVERNESS ECOWORX® TILE	TILE	SY	\$ 61.33	36.65%	\$ 38.85
I0567	IRREGULAR ECOWORX® TILE	TILE	SY	\$ 46.66	22.15%	\$ 36.33
I0397	LEAFLET ECOWORX® TILE	TILE	SY	\$ 59.75	34.39%	\$ 39.20
I0383	LINEA 2 ECOWORX® TILE	TILE	SY	\$ 41.01	27.86%	\$ 29.59
I0541	LINEAR TENSION ECOWORX® TILE	TILE	SY	\$ 43.19	22.17%	\$ 33.61
I0571	LINEATION ECOWORX® TILE	TILE	SY	\$ 45.14	22.13%	\$ 35.15
Z6476	LIQUID ECOWORX® TILE	TILE	SY	\$ 50.61	37.86%	\$ 31.45
Z6477	LOFT ECOWORX® TILE	TILE	SY	\$ 49.59	30.88%	\$ 34.28
I0460	LOGIC STRATAWORX® TILE	TILE	SY	\$ 29.14	43.97%	\$ 16.33
I0568	MACRO-SCORE ECOWORX® TILE	TILE	SY	\$ 46.96	22.15%	\$ 36.56
I0614	MATERIAL ECOWORX® TILE	TILE	SY	\$ 42.33	22.18%	\$ 32.94
I0422	METALLIC ALCHEMY ECOWORX® TILE	TILE	SY	\$ 61.09	34.79%	\$ 39.84
I0507	MICRO-WEAVE ECOWORX® TILE	TILE	SY	\$ 54.56	33.47%	\$ 36.30
I0538	MODERN SERGE ECOWORX® TILE	TILE	SY	\$ 64.01	28.67%	\$ 45.66
I0607	MONOTYPE ECOWORX® TILE	TILE	SY	\$ 52.85	22.16%	\$ 41.14
I0536	MOVING ECOWORX® TILE	TILE	SY	\$ 70.88	22.17%	\$ 55.16
I0226	MOVING ON UP ECOWORX® TILE	TILE	SY	\$ 37.23	27.37%	\$ 27.04
I0499	NATURAL FORM STRATAWORX® TILE	TILE	SY	\$ 31.95	42.11%	\$ 18.50
I0470	NOCTURNE ECOWORX® TILE	TILE	SY	\$ 66.08	37.74%	\$ 41.14
I0305	ON THE RIGHT FOOT ECOWORX® TILE	TILE	SY	\$ 68.99	26.64%	\$ 50.61
I0572	OPTIC LIGHT ECOWORX® TILE	TILE	SY	\$ 45.14	22.13%	\$ 35.15
I0372	OPTIX FACET ECOWORX® TILE	TILE	SY	\$ 71.55	33.40%	\$ 47.65
I0483	ORBITAL ECOLOGIX®	TILE	SY	\$ 40.56	36.56%	\$ 25.73
I0484	ORBITAL ECOLOGIX® ES	TILE	SY	\$ 45.98	18.24%	\$ 37.59
I0379	ORBITAL ECOWORX® TILE	TILE	SY	\$ 37.69	41.89%	\$ 21.90
I0610	OUTLOOK STRATAWORX® TILE	TILE	SY	\$ 22.90	22.16%	\$ 17.83
I0550	OVERLAYER ECOWORX® TILE	TILE	SY	\$ 39.34	22.12%	\$ 30.64
I0608	PAINT TRANSFER ECOWORX® TILE	TILE	SY	\$ 52.85	22.16%	\$ 41.14
I0316	PASEO ECOWORX® TILE	TILE	SY	\$ 81.80	33.39%	\$ 54.49
I0511	PATINA ECOWORX® TILE	TILE	SY	\$ 69.86	34.08%	\$ 46.05
I0530	PERENNIAL ECOWORX® TILE	TILE	SY	\$ 64.01	30.25%	\$ 44.65
I0611	PERSPECTIVE STRATAWORX® TILE	TILE	SY	\$ 22.90	22.16%	\$ 17.83
I0449	PIVOT POINT ECOWORX® TILE	TILE	SY	\$ 48.21	37.33%	\$ 30.21
I0490	POSSIBLE ECOWORX® TILE	TILE	SY	\$ 46.46	30.89%	\$ 32.11
I0317	PRADO ECOWORX® TILE	TILE	SY	\$ 80.96	32.70%	\$ 54.49
I0531	PRESSED ECOWORX® TILE	TILE	SY	\$ 64.01	28.96%	\$ 45.48

ITEM 13



Prices Effective: 11/01/2019
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Material Pricing List - Sourcewell

STYLE NUMBER	STYLE NAME	TYPE	UOM	LIST PRICE	% DISCOUNT	MEMBER PRICE
I0396	PROSE ECOWORX® TILE	TILE	SY	\$ 59.75	36.53%	\$ 37.93
I0118	RAZZLE ECOWORX® TILE	TILE	SY	\$ 56.29	33.16%	\$ 37.63
I0514	REACT ECOWORX® TILE	TILE	SY	\$ 61.09	33.31%	\$ 40.74
I0489	REALIZE ECOWORX® TILE	TILE	SY	\$ 46.46	30.89%	\$ 32.11
I0459	REASON STRATAWORX® TILE	TILE	SY	\$ 29.14	43.97%	\$ 16.33
I0500	REBALANCE STRATAWORX® TILE	TILE	SY	\$ 31.95	39.75%	\$ 19.25
I0513	RELIC ECOWORX® TILE	TILE	SY	\$ 61.09	33.31%	\$ 40.74
I0615	RENEWAL ECOWORX® TILE	TILE	SY	\$ 59.23	22.14%	\$ 46.11
I0564	RESTORED 18" X 36" ECOWORX® TILE	TILE	SY	\$ 60.11	22.16%	\$ 46.79
I0612	REVIVE STRATAWORX® TILE	TILE	SY	\$ 22.90	22.16%	\$ 17.83
I0465	RISE ECOWORX® TILE	TILE	SY	\$ 46.13	14.96%	\$ 39.23
I0466	RUN ECOWORX® TILE	TILE	SY	\$ 46.59	35.58%	\$ 30.01
I0519	SCAFFOLD ECOWORX® TILE	TILE	SY	\$ 42.98	33.71%	\$ 28.49
I0125	SCHOLASTIC II ECOWORX® TILE	TILE	SY	\$ 41.85	38.05%	\$ 25.93
I0584	SELVAGE ECOWORX® TILE	TILE	SY	\$ 36.49	22.20%	\$ 28.39
I0494	SEVILLE ECOWORX® TILE	TILE	SY	\$ 72.68	35.72%	\$ 46.71
I0393	SHADOWGRAPH 9" X 36" ECOWORX® TILE	TILE	SY	\$ 62.91	34.99%	\$ 40.90
I0461	SKILL STRATAWORX® TILE	TILE	SY	\$ 29.14	43.97%	\$ 16.33
I0467	SLOPE ECOWORX® TILE	TILE	SY	\$ 46.13	34.93%	\$ 30.01
I0126	SOCRATES II-26 ECOWORX® TILE	TILE	SY	\$ 48.00	37.50%	\$ 30.00
I0239	SPEAK IN COLOR ECOWORX® TILE	TILE	SY	\$ 45.19	34.85%	\$ 29.44
I0240	SPEAK IN DESIGN ECOWORX® TILE	TILE	SY	\$ 45.19	27.94%	\$ 32.56
I0599	STRUCTURE ARC ECOWORX® TILE	TILE	SY	\$ 51.14	22.17%	\$ 39.80
I0600	STRUCTURE SLANT ECOWORX® TILE	TILE	SY	\$ 51.14	22.17%	\$ 39.80
Z6475	STUDIO ECOWORX® TILE	TILE	SY	\$ 49.65	36.35%	\$ 31.60
I0516	SUBURBAN ABSTRACT STRATAWORX® TILE	TILE	SY	\$ 37.80	36.94%	\$ 23.84
I0558	SURFACE STRIATION COLOR STRATAWORX® TILE	TILE	SY	\$ 26.21	22.13%	\$ 20.41
I0552	SURFACE STRIATION STRATAWORX® TILE	TILE	SY	\$ 26.21	22.13%	\$ 20.41
I0551	TAPIS ECOWORX® TILE	TILE	SY	\$ 39.34	22.12%	\$ 30.64
I0569	TEXTURAL MARK ECOWORX® TILE	TILE	SY	\$ 46.96	22.15%	\$ 36.56
I0601	TEXTURE ARC ECOWORX® TILE	TILE	SY	\$ 48.49	22.14%	\$ 37.75
I0602	TEXTURE SLANT ECOWORX® TILE	TILE	SY	\$ 48.49	22.14%	\$ 37.75
I0290	THOUGHT ECOWORX® TILE	TILE	SY	\$ 37.81	28.76%	\$ 26.94
I0578	TIDAL ECOWORX® TILE	TILE	SY	\$ 33.83	22.17%	\$ 26.33
I0539	TOPSTITCH ECOWORX® TILE	TILE	SY	\$ 58.16	28.78%	\$ 41.43
I0520	TRANSVERSE ECOWORX® TILE	TILE	SY	\$ 42.98	34.76%	\$ 28.04
I0096	TWEED ECOWORX® TILE	TILE	SY	\$ 46.55	38.40%	\$ 28.68
I0542	UNDERLIE 18" X 36" ECOWORX® TILE	TILE	SY	\$ 43.19	22.17%	\$ 33.61
I0609	UNFOLD ECOWORX® TILE	TILE	SY	\$ 60.25	22.18%	\$ 46.89
I0395	URBAN GARDEN TILE	TILE	SY	\$ 59.75	33.93%	\$ 39.48
I0493	VALENCIA ECOWORX® TILE	TILE	SY	\$ 76.31	38.79%	\$ 46.71
I0579	VAPOROUS ECOWORX® TILE	TILE	SY	\$ 33.83	22.17%	\$ 26.33
I0450	VAULT ECOWORX® TILE	TILE	SY	\$ 48.35	37.51%	\$ 30.21
I0301	VIM ECOWORX® TILE	TILE	SY	\$ 39.88	39.03%	\$ 24.31
I0302	VIVID ECOWORX® TILE	TILE	SY	\$ 40.28	34.11%	\$ 26.54
I0304	WALK RIGHT IN II ECOWORX® TILE	TILE	SY	\$ 68.99	27.81%	\$ 49.80
I0425	WORK. STUDY. PLAY. 12" X 48" ECOWORX® TILE	TILE	SY	\$ 51.95	33.52%	\$ 34.54
I0405	WORK. STUDY. PLAY. 24" X 24" ECOWORX® TILE	TILE	SY	\$ 47.39	29.70%	\$ 33.31
RESILIENT						
I424V	ADESA	HARD SURFACE	SF	\$ 8.25	44.39%	\$ 4.59
I346V	ADMIX 12" X 12"	HARD SURFACE	SF	\$ 11.81	29.20%	\$ 8.36
I508V	ADMIX 18" X 36"	HARD SURFACE	SF	\$ 13.75	33.64%	\$ 9.13
I347V	ADMIX 36" X 36"	HARD SURFACE	SF	\$ 15.00	26.42%	\$ 11.04
I429V	ADMIX ENCORE GLOSS	HARD SURFACE	SF	\$ 13.75	35.18%	\$ 8.91
I450V	ADMIX MATTE 12" X 12"	HARD SURFACE	SF	\$ 13.75	40.45%	\$ 8.19
I333V	AGGREGATE	HARD SURFACE	SF	\$ 5.25	35.24%	\$ 3.40
I542V	ANEW 2.5 MM	HARD SURFACE	SF	\$ 4.13	23.64%	\$ 3.15
I543V	ANEW 5MM	HARD SURFACE	SF	\$ 5.84	22.27%	\$ 4.54
I318V	ARBOR CREST	HARD SURFACE	SF	\$ 7.09	40.04%	\$ 4.25
I208V	BOUNCE BACK	HARD SURFACE	SY	\$ 70.46	25.72%	\$ 52.34
I319V	BROOKWOOD+	HARD SURFACE	SY	\$ 61.00	32.99%	\$ 40.88
I313V	CHARTED	HARD SURFACE	SF	\$ 5.00	33.26%	\$ 3.34
I600V	CLICK REFRESH	HARD SURFACE	SF	\$ 8.43	39.32%	\$ 5.11
I426V	CMYK	HARD SURFACE	SF	\$ 5.00	42.50%	\$ 2.88
I476V	CREATIVE CODE	HARD SURFACE	SF	\$ 5.00	31.50%	\$ 3.43
I440V	CROSSOVER CLICK	HARD SURFACE	SF	\$ 8.43	39.32%	\$ 5.11
I439V	CROSSOVER LOOSE LAY	HARD SURFACE	SF	\$ 6.25	33.00%	\$ 4.19
I334V	DISSIPATE	HARD SURFACE	SF	\$ 5.25	35.24%	\$ 3.40
I423V	EMERY	HARD SURFACE	SF	\$ 8.84	40.17%	\$ 5.29
I602V	ENERGIZE	HARD SURFACE	SF	\$ 5.19	22.17%	\$ 4.04
I447V	ENRICH PLANK	HARD SURFACE	SF	\$ 10.00	33.50%	\$ 6.65
I448V	ENRICH SHEET	HARD SURFACE	SY	\$ 80.00	34.33%	\$ 52.54
I200V	HIGHLAND FOREST	HARD SURFACE	SF	\$ 5.98	43.93%	\$ 3.35
I800V	HIGHLAND FOREST 6"	HARD SURFACE	SF	\$ 5.98	43.93%	\$ 3.35
I422V	HOLISTIC	HARD SURFACE	SY	\$ 55.36	34.93%	\$ 36.03
I490V	HOMEGRAIN 12 MIL	HARD SURFACE	SF	\$ 2.36	34.39%	\$ 1.55
I491V	HOMEGRAIN 8 MIL	HARD SURFACE	SF	\$ 2.03	35.19%	\$ 1.31
I577V	INSET	HARD SURFACE	SF	\$ 5.94	22.11%	\$ 4.63
I638V	ITERATE	HARD SURFACE	SF	\$ 5.19	22.17%	\$ 4.04
I404V	IVY WALK	HARD SURFACE	SY	\$ 57.41	25.63%	\$ 42.70
I311V	LETTERPRESS	HARD SURFACE	SF	\$ 5.00	33.26%	\$ 3.34
I560V	LINOCUT	HARD SURFACE	SF	\$ 5.89	22.29%	\$ 4.58

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Material Pricing List - Sourcewell

STYLE NUMBER	STYLE NAME	TYPE	UOM	LIST PRICE	% DISCOUNT	MEMBER PRICE
I592V	LOCAL RESERVE	HARD SURFACE	SF	\$ 5.75	22.17%	\$ 4.48
I509V	MARK MAKING	HARD SURFACE	SF	\$ 6.16	22.11%	\$ 4.80
I446V	MEANING	HARD SURFACE	SF	\$ 10.00	33.50%	\$ 6.65
I584V	MEANING SHEET	HARD SURFACE	SY	\$ 67.51	22.18%	\$ 52.54
I315V	METALLIX (FACET)	HARD SURFACE	SF	\$ 10.50	31.07%	\$ 7.24
I314V	METALLIX (RECTANGLE)	HARD SURFACE	SF	\$ 10.50	33.69%	\$ 6.96
I337V	METALLIX 9" X 36"	HARD SURFACE	SF	\$ 10.50	33.45%	\$ 6.99
I478V	MOLTEN	HARD SURFACE	SF	\$ 7.50	37.83%	\$ 4.66
I463V	MONOCHROME GLOSS	HARD SURFACE	SF	\$ 6.25	33.40%	\$ 4.16
I462V	MONOCHROME MATTE	HARD SURFACE	SF	\$ 6.25	30.20%	\$ 4.36
I531V	NATURAL STATE 12 MIL CLICK	HARD SURFACE	SF	\$ 3.78	21.85%	\$ 2.95
I533V	NATURAL STATE 20 MIL	HARD SURFACE	SF	\$ 4.08	22.09%	\$ 3.18
I532V	NATURAL STATE 20 MIL CLICK	HARD SURFACE	SF	\$ 4.75	21.84%	\$ 3.71
I206V	NORTH RIDGE 4"	HARD SURFACE	SF	\$ 5.96	43.82%	\$ 3.35
I207V	NORTH RIDGE 6"	HARD SURFACE	SF	\$ 5.96	43.82%	\$ 3.35
I320V	ORGANIC HUE	HARD SURFACE	SY	\$ 64.38	36.41%	\$ 40.94
I479V	OXIDIZED	HARD SURFACE	SF	\$ 7.50	43.95%	\$ 4.20
I483V	PAINTED WEFT	HARD SURFACE	SF	\$ 10.00	33.38%	\$ 6.66
I601V	REACH	HARD SURFACE	SF	\$ 5.19	22.17%	\$ 4.04
I417V	REMOVE	HARD SURFACE	SF	\$ 6.25	30.80%	\$ 4.33
I588V	RESTON	HARD SURFACE	SF	\$ 5.13	21.46%	\$ 4.03
I466V	SPLITWOOD	HARD SURFACE	SF	\$ 7.50	38.33%	\$ 4.63
I322V	STRATIFIED+ 12" X 24"	HARD SURFACE	SF	\$ 6.25	47.40%	\$ 3.29
I321V	STRATIFIED+ 6" X 24"	HARD SURFACE	SF	\$ 6.25	44.80%	\$ 3.45
I464V	SURFACE TONE	HARD SURFACE	SF	\$ 6.25	29.60%	\$ 4.40
I342V	TIMBER GROVE 8	HARD SURFACE	SF	\$ 2.75	43.64%	\$ 1.55
I420V	TIMBER GROVE II	HARD SURFACE	SF	\$ 4.13	55.76%	\$ 1.83
I421V	TIMBER GROVE II 20 MIL	HARD SURFACE	SF	\$ 6.88	56.73%	\$ 2.98
I438V	TIMBER GROVE II 30 MIL	HARD SURFACE	SF	\$ 6.38	46.27%	\$ 3.43
I559V	TIMBER GROVE II 5MM	HARD SURFACE	SF	\$ 5.50	22.26%	\$ 4.28
I312V	TYPEFACE	HARD SURFACE	SF	\$ 5.00	33.26%	\$ 3.34
I405V	VININGS	HARD SURFACE	SF	\$ 6.25	31.00%	\$ 4.31
I418V	WITHDRAW	HARD SURFACE	SF	\$ 6.25	30.80%	\$ 4.33
I316V	WOOD PLANX	HARD SURFACE	SF	\$ 10.50	32.14%	\$ 7.13
I336V	WOOD PLANX 9" X 36"	HARD SURFACE	SF	\$ 10.71	33.49%	\$ 7.13
I484V	WOODEN WARP	HARD SURFACE	SF	\$ 10.00	33.38%	\$ 6.66
ADHESIVE & SUNDRIES						
1000D	LOKWORX+ BROADLOOM ADHESIVE 4 GAL	ADHESIVE BROADLOOM	4 GAL PAIL	\$ 75.96	22.17%	\$ 59.13
1036D	1036 - BROADLOOM ADHESIVE W/ ANTIMICROBIAL	ADHESIVE BROADLOOM	4 GAL PAIL	\$ 84.93	22.17%	\$ 66.10
1200D	1200 - BROADLOOM STANDARD ADHESIVE	ADHESIVE BROADLOOM	4 GAL PAIL	\$ 75.96	22.17%	\$ 59.13
3800D	3800 - UNIVERSAL INDOOR/OUTDOOR ADHESIVE	ADHESIVE BROADLOOM	4 GAL PAIL	\$ 90.68	22.17%	\$ 70.58
S168V	4"W X 120'L TOELESS WALL BASE ROLL	HARD SURFACE	ROLL	\$ 201.00	39.07%	\$ 122.46
S127V	4"W X 120'L WALL BASE ROLL	HARD SURFACE	ROLL	\$ 201.00	39.07%	\$ 122.46
4000D	4000 - BROADLOOM SEAM SEALER	ADHESIVE BROADLOOM	EA	\$ 20.29	22.18%	\$ 15.79
S310V	4062 SEAM SEALER	ADHESIVE RESILIENT	EA	\$ 12.80	25.59%	\$ 9.53
S102V	4100 - RESILIENT ADHESIVE	ADHESIVE RESILIENT	EA	\$ 327.31	43.54%	\$ 208.01
S103V	4100 - RESILIENT ADHESIVE	ADHESIVE RESILIENT	4 GAL PAIL	\$ 327.31	43.54%	\$ 208.01
341VS	4151 PRESSURE SENSITIVE UNIVERSAL ADHESIVE	ADHESIVE RESILIENT	4 GAL PAIL	\$ 335.00	22.16%	\$ 260.75
5000P	5000 - CARPET TILE STANDARD ADHESIVE	ADHESIVE TILE	4 GAL PAIL	\$ 145.93	22.16%	\$ 113.59
S100P	5000 - CARPET TILE STANDARD ADHESIVE	ADHESIVE TILE	4 GAL PAIL	\$ 145.93	22.16%	\$ 113.59
S001P	5001 - CARPET TILE STANDARD ADHESIVE	ADHESIVE TILE	1 GAL PAIL	\$ 48.61	22.17%	\$ 37.84
S036P	5036 - CARPET TILE ADHESIVE W/ ANTIMICROBIAL	ADHESIVE TILE	EA	\$ 152.83	22.17%	\$ 118.95
S292V	6" COVE BASE PR	HARD SURFACE	ROLL	\$ 162.69	23.75%	\$ 126.64
620DU	6200 - ADHESIVE DETACKIFIER UNITS	ADHESIVE TILE	4 GAL PAIL	\$ 171.56	22.17%	\$ 133.53
6200D	6200 - ADHESIVE DETACKIFIER UNITS	ADHESIVE BROADLOOM	4 GAL PAIL	\$ 171.56	22.17%	\$ 133.53
8300D	8300 - BROADLOOM MOISTURE IMPERVIOUS SEAM SEALER	ADHESIVE BROADLOOM	EA	\$ 14.39	24.47%	\$ 11.20
9000D	9000 - BARRIER COAT	ADHESIVE BROADLOOM	2.5 GAL PAIL	\$ 361.66	22.16%	\$ 281.51
900DU	9000 - BARRIER COAT UNITS	ADHESIVE TILE	2.5 GAL PAIL	\$ 361.66	22.16%	\$ 281.51
905DU	9050 - BARRIER COAT UNITS	ADHESIVE RESILIENT	4 GAL PAIL	\$ 119.61	36.99%	\$ 87.51
9050D	9050 - FLOOR PRIMER	ADHESIVE BROADLOOM	4 GAL PAIL	\$ 119.61	36.99%	\$ 87.51
S124V	9050 - RESILIENT FLOOR PRIMER	ADHESIVE RESILIENT	4 GAL PAIL	\$ 119.61	36.99%	\$ 87.51
S207V	ADMIX 20" MAROON DEEP SCRUB PAD (RESALE)	HARD SURFACE	BOX	\$ 37.76	22.14%	\$ 29.40
S114PM	ADMIX DEEP SCRUB CLEANER (RESALE)	HARD SURFACE	1 GAL PAIL	\$ 171.26	22.16%	\$ 133.31
S115PM	ADMIX DEEP SCRUB CLEANER (RESALE)	HARD SURFACE	QUART	\$ 53.69	22.14%	\$ 41.80
S118PM	ADMIX GLOSS FINISH (RESALE)	HARD SURFACE	QUART	\$ 44.74	22.16%	\$ 34.83
S117PM	ADMIX GLOSS SURFACE TREATMENT (RESALE)	HARD SURFACE	1 GAL PAIL	\$ 132.96	22.17%	\$ 103.49
S167V	ADMIX WELD ROD	HARD SURFACE	ROLL	\$ 250.00	31.96%	\$ 184.65
AVDES	ADVANTAGE SYSTEM	ADHESIVE BROADLOOM	ROLL	\$ 627.20	22.16%	\$ 488.19
AVDEU	ADVANTAGE SYSTEM	ADHESIVE TILE	ROLL	\$ 627.20	22.16%	\$ 488.19
S06VS	CADBERRY 4"W X 120'L COVE BASE ROLL	HARD SURFACE	ROLL	\$ 201.00	39.07%	\$ 122.46
S158V	CAPRAIL 1.875"	HARD SURFACE	BOX	\$ 213.61	22.16%	\$ 166.28
S137V	CARPET REDUCER 5/16"	HARD SURFACE	BOX	\$ 146.25	39.26%	\$ 88.84
LOK4T	CARPET TILE - LOKDOTS ADHESIVE 1/2 SLEEVE	ADHESIVE TILE	EA	\$ 281.25	23.00%	\$ 216.56
S157V	CAVETTO 6"	HARD SURFACE	BOX	\$ 240.75	22.17%	\$ 187.39
I0547	CHARITY	CUSHION BROADLOOM	SY	\$ 9.89	22.17%	\$ 7.70
I0446	CUSHIONWORX 2MM	ADHESIVE TILE	ROLL	\$ 365.18	22.16%	\$ 284.25
I0432	CUSHIONWORX 3MM	ADHESIVE TILE	ROLL	\$ 660.00	22.16%	\$ 513.73
S156V	CYMA 4.5"	HARD SURFACE	BOX	\$ 182.59	20.30%	\$ 145.53
3600D	LOKWORX ECOWORX BROADLOOM ADHESIVE 4 GAL	ADHESIVE BROADLOOM	4 GAL PAIL	\$ 93.13	22.16%	\$ 72.49
S270V	ENRICH BIO-BASED WELD ROD	HARD SURFACE	ROLL	\$ 168.75	40.88%	\$ 112.09
S159V	FASCIA 8"	HARD SURFACE	BOX	\$ 312.50	40.71%	\$ 218.50
S24PC	FINISHWORX ECOWALL BASE 4" COVE LENGTH	ADHESIVE RESILIENT	BOX	\$ 139.30	22.16%	\$ 108.43

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225PC	FINISHWORX ECOWALL BASE 4" COVE ROLL	ADHESIVE RESILIENT	BOX	\$ 139.30	22.16%	\$ 108.43
215PC	FINISHWORX WALL BASE 4" COVE LENGTH	ADHESIVE RESILIENT	BOX	\$ 139.30	22.16%	\$ 108.43
219PC	FINISHWORX WALL BASE 4" COVE LENGTH VINYL	ADHESIVE RESILIENT	BOX	\$ 111.09	22.16%	\$ 86.48
216PC	FINISHWORX WALL BASE 4" COVE ROLL	ADHESIVE RESILIENT	BOX	\$ 139.30	22.16%	\$ 108.43
220PC	FINISHWORX WALL BASE 4" COVE ROLL VINYL	ADHESIVE RESILIENT	BOX	\$ 149.89	22.17%	\$ 116.66
217PC	FINISHWORX WALL BASE 4" STRAIGHT LENGTH	ADHESIVE RESILIENT	BOX	\$ 139.30	22.16%	\$ 108.43
218PC	FINISHWORX WALL BASE 4" STRAIGHT ROLL	ADHESIVE RESILIENT	BOX	\$ 139.30	22.16%	\$ 108.43
223PC	FINISHWORX WALL BASE 4.5" COVE LENGTH	ADHESIVE RESILIENT	BOX	\$ 195.73	22.16%	\$ 152.35
221PC	FINISHWORX WALL BASE 6" COVE LENGTH	ADHESIVE RESILIENT	BOX	\$ 190.44	22.16%	\$ 148.24
222PC	FINISHWORX WALL BASE 6" COVE ROLL	ADHESIVE RESILIENT	BOX	\$ 190.44	22.16%	\$ 148.24
S122V	GROUNDWORKS	HARD SURFACE	ROLL	\$ 93.75	9.01%	\$ 85.30
S109V	HUSH II	CUSHION BROADLOOM	EA	\$ 399.85	27.21%	\$ 291.06
O3LDR	LOKDOTS ADHESIVE DOT SLEEVE	ADHESIVE TILE	EA	\$ 468.75	7.60%	\$ 433.13
O3LDA	LOKDOTS APPLICATOR	ADHESIVE TILE	EA	\$ 126.45	22.16%	\$ 98.43
S041V	LOKSEAM APPLICATOR	ADHESIVE RESILIENT	UNIT	\$ 102.55	22.17%	\$ 79.81
S040V	LOKSEAM REPLACEMENT KIT	ADHESIVE RESILIENT	UNIT	\$ 335.24	22.16%	\$ 260.94
S039V	LOKSEAM STARTER KIT	ADHESIVE RESILIENT	UNIT	\$ 280.60	22.16%	\$ 218.41
LWRX2	LOKWORX	ADHESIVE TILE	BOX	\$ 325.93	22.16%	\$ 253.69
213PC	LOKWORX+ RESILIENT	ADHESIVE RESILIENT	1 GAL PAIL	\$ 89.65	22.16%	\$ 69.79
214PC	LOKWORX+ RESILIENT	ADHESIVE RESILIENT	4 GAL PAIL	\$ 267.24	22.16%	\$ 208.01
S309V	MEANING WELDROD	HARD SURFACE	ROLL	\$ 144.00	23.75%	\$ 112.09
S307V*	MOISTURESHIELD	HARD SURFACE	EA	\$ 1,048.40	25.87%	\$ 816.05
9125D	MOISTURETEK	ADHESIVE BROADLOOM	EA	\$ 1,360.16	22.16%	\$ 1,058.71
160PS	NOSE CAULK TUBE/CARTRIDGE	ADHESIVE RESILIENT	EA	\$ 92.78	22.16%	\$ 72.21
S139V	PINLESS METAL TRACK	HARD SURFACE	BOX	\$ 120.00	39.68%	\$ 78.53
PCGAS	PROKURE GAS DEODORIZER FAST USE	HARD SURFACE	BOX	\$ 1,069.80	22.16%	\$ 832.71
PCKIT	PROKURE V INITIAL STARTER KIT	HARD SURFACE	BOX	\$ 1,130.93	22.16%	\$ 880.29
PCL5G	PROKURE V LIQUID DISINFECTANT/DEODORIZER	HARD SURFACE	BOX	\$ 928.28	22.16%	\$ 722.55
S160V	QUARTER ROUND	HARD SURFACE	BOX	\$ 240.00	34.20%	\$ 166.28
S136V	RESILIENT CARPET REDUCER	HARD SURFACE	BOX	\$ 157.50	34.20%	\$ 103.64
S104V	RESILIENT SEAM SEALER	ADHESIVE RESILIENT	EA	\$ 36.35	23.73%	\$ 28.30
S126V	REXCOURT WELD ROD	HARD SURFACE	ROLL	\$ 149.50	35.56%	\$ 101.05
S108V	S150-95 RH - RESILIENT SPRAY	ADHESIVE RESILIENT	EA	\$ 68.55	37.16%	\$ 52.94
265VS	SHAW 1500	ADHESIVE RESILIENT	EA	\$ 101.83	22.16%	\$ 79.26
S123V	SHAW 200 - RESILIENT	ADHESIVE RESILIENT	4 GAL PAIL	\$ 206.35	22.17%	\$ 160.61
S106V	SHAW 4100	ADHESIVE RESILIENT	1 GAL PAIL	\$ 99.85	43.55%	\$ 69.79
S171V	SHAW MS RESILIENT	ADHESIVE RESILIENT	2 GAL PAIL	\$ 222.76	38.89%	\$ 173.39
203PC	SHAW PURE GAS DEODORIZER FAST USE 250 SF ROOM	HARD SURFACE	BOX	\$ 1,068.59	22.16%	\$ 831.76
198PC	SHAW PURE INITIAL STARTER KIT	HARD SURFACE	BOX	\$ 1,264.89	22.16%	\$ 984.56
204PC	SHAW PURE LIQUID DEODORIZER 1 GALLON CONTAINER	HARD SURFACE	BOX	\$ 33.89	22.18%	\$ 26.38
201PC	SHAW PURE LIQUID DEODORIZER 1 GALLON PACKET	HARD SURFACE	BOX	\$ 601.43	22.16%	\$ 468.14
194PC	SHAW PURE LIQUID DEODORIZER 32 OZ BLACK SPRAY BOTTLE (3)	HARD SURFACE	BOX	\$ 43.11	22.15%	\$ 33.56
195PC	SHAW PURE LIQUID DEODORIZER 5 GALLON CONTAINER	HARD SURFACE	BOX	\$ 122.60	22.17%	\$ 95.43
202PC	SHAW PURE LIQUID DEODORIZER 5 GALLON PACKET	HARD SURFACE	BOX	\$ 924.74	22.16%	\$ 719.80
196PC	SHAW PURE TEST STRIPS LAMOTTE CLO2 (50-COUNT)	HARD SURFACE	BOX	\$ 80.08	22.16%	\$ 62.33
206PC	SHAW PURE V DEODORIZATION KIT - SMALL	HARD SURFACE	BOX	\$ 333.93	22.16%	\$ 259.91
205PC	SHAW PURE V DISINFECTION KIT - SMALL	HARD SURFACE	BOX	\$ 302.71	22.16%	\$ 235.63
199PC	SHAW PURE V LIQUID DISINFECTANT/DEODORIZER 32 OZ/1 QT PACKET	HARD SURFACE	BOX	\$ 425.88	22.16%	\$ 331.50
S107V	SHAW S150 SPRAY ADHESIVE	ADHESIVE RESILIENT	EA	\$ 68.55	37.16%	\$ 52.94
S155V	SLOT 4.5"	HARD SURFACE	BOX	\$ 210.00	39.07%	\$ 127.95
S141V	SNAP-DOWN T-MOLDING 1-1/8"	HARD SURFACE	BOX	\$ 110.00	39.18%	\$ 66.90
S142V	SNAP-DOWN T-MOLDING 2"	HARD SURFACE	BOX	\$ 128.75	39.52%	\$ 78.53
S154V	STRAIGHT 4.5"	HARD SURFACE	BOX	\$ 210.00	34.20%	\$ 138.19
S306V*	SURFACE PREP EXT	HARD SURFACE	EA	\$ 652.06	25.87%	\$ 522.03
S140V	TILE-CARPET REDUCER 1/8"	HARD SURFACE	BOX	\$ 140.00	39.29%	\$ 88.79
S138V	TRANSITION TAPE	ADHESIVE RESILIENT	EA	\$ 20.00	36.21%	\$ 14.68
159PS	TREAD & LANDING ADHESIVE	ADHESIVE RESILIENT	1 GAL PAIL	\$ 88.84	22.16%	\$ 69.15
S113V	VS-60 MBX VERS/KOVARA 60 (ROLLS)5'X144' LONG ROLLS	CUSHION TILE	ROLL	\$ 3,337.75	15.65%	\$ 2,815.31
S112V	VS-95 VERS/KOVARA 95 (ROLLS)5'X144' LONG ROLLS	CUSHION TILE	ROLL	\$ 1,201.55	18.17%	\$ 983.20
S115V	VSM MBX VERS/KOVARA 2.5" TAPE (ROLLS) 2.5" X 180' ROLLS	CUSHION TILE	ROLL	\$ 117.69	17.80%	\$ 96.74
S114V	VSM VERS/KOVARA 2" TAPE (ROLLS) 2" X 180' ROLLS	CUSHION TILE	ROLL	\$ 95.04	17.97%	\$ 77.96
S116V	VSM VERS/KOVARA 4" DS TAPE (ROLLS) 4" X 100' ROLLS	CUSHION TILE	ROLL	\$ 117.69	20.25%	\$ 93.85
S133V	WALL BASE ADHESIVE	ADHESIVE RESILIENT	1 GAL PAIL	\$ 52.50	39.07%	\$ 33.49
S132V	WALL BASE TUBE ADHESIVE	ADHESIVE RESILIENT	BOX	\$ 167.50	39.07%	\$ 102.06
S101V	WELD ROD	HARD SURFACE	ROLL	\$ 90.05	41.41%	\$ 57.20
HARD SURFACE						
P206V	ASPECT 12" X 24"	HARD SURFACE	SF	\$ 6.91	21.88%	\$ 5.40
P207V	ASPECT 16" X 32"	HARD SURFACE	SF	\$ 8.76	22.25%	\$ 6.81
P111V	BAKED LINEN 12" X 24"	HARD SURFACE	SF	\$ 5.98	21.97%	\$ 4.66
P112V	BAKED LINEN 2" MOSAIC	HARD SURFACE	SF	\$ 13.94	22.15%	\$ 10.85
P115V	BAKED LINEN 3" X 12" BN	HARD SURFACE	SF	\$ 3.90	22.12%	\$ 3.04
P034V	BALLROOM 12" X 12"	HARD SURFACE	SF	\$ 6.78	40.04%	\$ 4.06
P146V	BISCAYNE 12" X 24"	HARD SURFACE	SF	\$ 1.89	22.52%	\$ 1.46
P144V	BISCAYNE 13"	HARD SURFACE	SF	\$ 1.45	22.41%	\$ 1.13
P145V	BISCAYNE 17"	HARD SURFACE	SF	\$ 1.70	22.06%	\$ 1.33
P087V	CANYON RIVER 12" X 24"	HARD SURFACE	SF	\$ 4.34	22.19%	\$ 3.38
P088V	CANYON RIVER 12" X 24" POLISHED	HARD SURFACE	SF	\$ 4.16	14.41%	\$ 3.56
P062V	CHARRED HICKORY 6" X 36"	HARD SURFACE	SF	\$ 3.86	22.01%	\$ 3.01
P079V	COASTAL PLANK 6" X 24"	HARD SURFACE	SF	\$ 3.74	22.07%	\$ 2.91
P080V	COASTAL PLANK 8" X 32"	HARD SURFACE	SF	\$ 4.18	22.16%	\$ 3.25
P082V	COASTAL PLANK MOSAIC	HARD SURFACE	SF	\$ 23.68	22.18%	\$ 18.43
P155V	COLONIAL 12" X 24"	HARD SURFACE	SF	\$ 4.08	22.09%	\$ 3.18

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P158V	COLONIAL 4" X 12"	HARD SURFACE	SF	\$ 8.04	22.24%	\$ 6.25
P068V	COOL SPRINGS 3" X 6"	HARD SURFACE	SF	\$ 21.94	22.17%	\$ 17.08
P150V	CORONADO 12" X 24"	HARD SURFACE	SF	\$ 2.01	22.36%	\$ 1.56
P149V	CORONADO 17"	HARD SURFACE	SF	\$ 1.73	21.74%	\$ 1.35
P167V	EAST HAMPTON 18"	HARD SURFACE	SF	\$ 2.44	22.05%	\$ 1.90
P213V	ESSENTIAL 3" X 12" ARTISAN GLASS	HARD SURFACE	SF	\$ 17.90	22.14%	\$ 13.94
P214V	ESSENTIAL 3" X 12" GLASS	HARD SURFACE	SF	\$ 17.31	22.17%	\$ 13.48
P215V	ESSENTIAL 3X9 BEVELED GLASS	HARD SURFACE	SF	\$ 21.90	22.15%	\$ 17.05
P216V	ESSENTIAL 8" X 24" GLASS	HARD SURFACE	SF	\$ 20.39	22.19%	\$ 15.86
P217V	ESSENTIAL 8" X 24" WAVE GLASS	HARD SURFACE	SF	\$ 20.39	22.19%	\$ 15.86
P219V	ESSENTIAL FAN GLASS MOSAIC 3" X 12"	HARD SURFACE	SF	\$ 27.96	22.17%	\$ 21.76
P234V	FULCRUM 12" X 24"	HARD SURFACE	SF	\$ 2.55	22.06%	\$ 1.99
P232V	FULCRUM 13" X 13"	HARD SURFACE	SF	\$ 2.33	22.04%	\$ 1.81
P233V	FULCRUM 18" X 18"	HARD SURFACE	SF	\$ 2.41	22.28%	\$ 1.88
P049V	GRAND 12" X 12" PLSH	HARD SURFACE	SF	\$ 9.28	38.95%	\$ 5.66
P194V	ILLUSION GLASS LINEAR MOSAIC	HARD SURFACE	SF	\$ 23.61	22.18%	\$ 18.38
P171V	IRONSTONE 18"	HARD SURFACE	SF	\$ 2.44	22.05%	\$ 1.90
P106V	MADISON 12" X 24"	HARD SURFACE	SF	\$ 4.11	22.19%	\$ 3.20
P075V	SILK WALNUT 6" X 24"	HARD SURFACE	SF	\$ 4.34	22.19%	\$ 3.38
P076V	SILK WALNUT 6" X 36"	HARD SURFACE	SF	\$ 4.70	22.07%	\$ 3.66
P192V	SILVERADO 6" X 36"	HARD SURFACE	SF	\$ 3.24	22.01%	\$ 2.53
P083V	SPICED HICKORY 6" X 24"	HARD SURFACE	SF	\$ 5.98	22.18%	\$ 4.65
P084V	SPICED HICKORY 6" X 36"	HARD SURFACE	SF	\$ 3.86	22.01%	\$ 3.01
P186V	SPLENDID 12" X 24" MATTE	HARD SURFACE	SF	\$ 5.25	22.14%	\$ 4.09
P027V	SPLENDID 12" X 24" POLISHED	HARD SURFACE	SF	\$ 4.98	22.11%	\$ 3.88
P187V	SPLENDID 16" X 32" MATTE	HARD SURFACE	SF	\$ 6.43	22.18%	\$ 5.00
P188V	SPLENDID 16" X 32" POLISHED	HARD SURFACE	SF	\$ 6.43	22.18%	\$ 5.00
P030V	SPLENDID 24" X 24" POLISHED	HARD SURFACE	SF	\$ 4.80	22.14%	\$ 3.74
P026V	SPLENDID 4" X 12" PLSH	HARD SURFACE	SF	\$ 7.36	22.07%	\$ 5.74
P040V	THEATER 12" X 24" MATTE	HARD SURFACE	SF	\$ 8.03	42.83%	\$ 4.59
P041V	THEATER 12" X 24" PLSH	HARD SURFACE	SF	\$ 9.28	35.31%	\$ 6.00
P128V	TRECKWOOD 6" X 24"	HARD SURFACE	SF	\$ 3.74	22.07%	\$ 2.91
P129V	TRECKWOOD 8" X 32"	HARD SURFACE	SF	\$ 4.18	22.16%	\$ 3.25
P013V	URBAN EASE 3" X 6"	HARD SURFACE	SF	\$ 4.41	19.83%	\$ 3.54
P016V	URBAN EASE 4" X 16"	HARD SURFACE	SF	\$ 3.16	22.13%	\$ 2.46
HARD SURFACE AD						
143PM	705 DUSTLESS PROSET PLUS (GRAY)	HARD SURFACE	EA	\$ 23.64	22.16%	\$ 18.40
144PM	705 DUSTLESS PROSET PLUS (WHITE)	HARD SURFACE	EA	\$ 26.53	22.15%	\$ 20.65
145PM	710 DUSTLESS GRAY	HARD SURFACE	EA	\$ 39.43	25.59%	\$ 29.34
146PM	710 DUSTLESS WHITE	HARD SURFACE	EA	\$ 39.43	25.59%	\$ 29.34
147PM	720 DUSTLESS MARBLEPRO (GRAY)	HARD SURFACE	EA	\$ 26.11	22.16%	\$ 20.33
148PM	720 DUSTLESS MARBLEPRO (WHITE)	HARD SURFACE	EA	\$ 29.95	22.16%	\$ 23.31
106PM	735 PREMIUMFLEX (GRAY)	HARD SURFACE	EA	\$ 34.48	22.15%	\$ 26.84
124PM	735 PREMIUMFLEX (WHITE)	HARD SURFACE	EA	\$ 40.05	22.16%	\$ 31.18
125PM	855 XXL THIN SET (GRAY)	HARD SURFACE	EA	\$ 51.33	22.16%	\$ 39.95
126PM	855 XXL THIN SET (WHITE)	HARD SURFACE	EA	\$ 53.20	21.94%	\$ 41.53
129PM	ADDITIONAL FABRIC 8" X 165"	HARD SURFACE	ROLL	\$ 86.04	22.17%	\$ 66.96
9100P	ADVANCE SKIM COAT REPAIR PATCH/FEATHER FINISH	HARD SURFACE	EA	\$ 31.59	22.16%	\$ 24.59
142PM	AGGREGATE - PRO EPOXY PART C	HARD SURFACE	BOX	\$ 40.63	22.12%	\$ 31.64
P208V	ASPECT BULLNOSE 3" X 24"	HARD SURFACE	EA	\$ 7.58	22.28%	\$ 5.89
P209V	ASPECT MOSAIC 12" X 12"	HARD SURFACE	EA	\$ 26.71	22.18%	\$ 20.79
P116V	BAKED LINEN 6" X 12" COVE BASE	HARD SURFACE	EA	\$ 20.84	22.20%	\$ 16.21
P114V	BAKED LINEN STACKED MOSAIC	HARD SURFACE	EA	\$ 15.36	22.21%	\$ 11.95
P148V	BISCAYNE 2" MOSAIC	HARD SURFACE	EA	\$ 11.65	22.10%	\$ 9.08
P147V	BISCAYNE 3" X 13" BULLNOSE	HARD SURFACE	EA	\$ 3.38	22.22%	\$ 2.63
127PM	BURST - EXCELLERATOR	HARD SURFACE	EA	\$ 16.10	22.20%	\$ 12.53
P091V	CANYON RIVER 2" MOSAIC	HARD SURFACE	EA	\$ 14.71	22.18%	\$ 11.45
P089V	CANYON RIVER 3" X 12" BN	HARD SURFACE	EA	\$ 4.18	22.16%	\$ 3.25
P090V	CANYON RIVER POLISHED 3" X 12" BULLNOSE	HARD SURFACE	EA	\$ 5.04	22.08%	\$ 3.93
P011V	CEMENTED 2" MOSAIC	HARD SURFACE	EA	\$ 13.14	22.17%	\$ 10.23
P063V	CHARRED HICKORY BN 3" X 24"	HARD SURFACE	EA	\$ 8.53	22.14%	\$ 6.64
P064V	CHARRED HICKORY MOSAIC	HARD SURFACE	EA	\$ 14.74	22.14%	\$ 11.48
P081V	COASTAL PLANK BN 3" X 24"	HARD SURFACE	EA	\$ 8.25	22.12%	\$ 6.43
P156V	COLONIAL 3" X 12" BULLNOSE	HARD SURFACE	EA	\$ 3.99	22.26%	\$ 3.10
P159V	COLONIAL 4" X 12" WALL BULLNOSE	HARD SURFACE	EA	\$ 5.71	22.10%	\$ 4.45
P157V	COLONIAL MOSAIC	HARD SURFACE	EA	\$ 15.09	22.12%	\$ 11.75
139PM	COLORLED CAULK-SANDED	HARD SURFACE	EA	\$ 17.78	22.15%	\$ 13.84
140PM	COLORLED CAULK-SMOOTH	HARD SURFACE	EA	\$ 17.78	22.15%	\$ 13.84
P071V	COOL SPRINGS RANDOM LINEAR	HARD SURFACE	EA	\$ 14.69	22.21%	\$ 11.43
P151V	CORONADO 13"	HARD SURFACE	EA	\$ 1.61	22.48%	\$ 1.25
P152V	CORONADO 3" X 13" BULLNOSE	HARD SURFACE	EA	\$ 3.43	21.90%	\$ 2.68
138PM	DURA NON-SANDED GROUT	HARD SURFACE	EA	\$ 25.60	22.17%	\$ 19.93
102PM	DURA SANDED GROUT	HARD SURFACE	EA	\$ 26.06	22.16%	\$ 20.29
P165V	EAST HAMPTON 12" X 24"	HARD SURFACE	EA	\$ 2.75	22.27%	\$ 2.14
P166V	EAST HAMPTON 13"	HARD SURFACE	EA	\$ 2.41	22.28%	\$ 1.88
P163V	EAST HAMPTON 2" MOSAIC	HARD SURFACE	EA	\$ 12.70	22.15%	\$ 9.89
P164V	EAST HAMPTON 3" X 13" BULLNOSE	HARD SURFACE	EA	\$ 3.68	22.11%	\$ 2.86
P218V	ESSENTIAL CHEVRON GLASS MOSAIC	HARD SURFACE	EA	\$ 21.58	22.19%	\$ 16.79
P220V	ESSENTIAL LANTERN GLASS MOSAIC 12" X 12"	HARD SURFACE	EA	\$ 28.98	22.18%	\$ 22.55
P221V	ESSENTIAL PENNY ROUND GLASS MOSAIC 12" X 12"	HARD SURFACE	EA	\$ 26.41	22.20%	\$ 20.55
P222V	ESSENTIAL PETAL GLASS MOSAIC 12" X 12"	HARD SURFACE	EA	\$ 27.43	22.20%	\$ 21.34
P223V	ESSENTIAL STACKED GLASS MOSAIC 12" X 12"	HARD SURFACE	EA	\$ 15.53	22.22%	\$ 12.08

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Prices Effective: 11/01/2019
 Contract # 080819
 Updated: 04/25/2022



Material Pricing List - Sourcewell

STYLE NUMBER	STYLE NAME	TYPE	UOM	LIST PRICE	% DISCOUNT	MEMBER PRICE
P224V	ESSENTIAL SUBWAY GLASS MOSAIC 12" X 12"	HARD SURFACE	EA	\$ 17.08	22.18%	\$ 13.29
9120P	EXG INTERIOR/EXTERIOR CONCRETE REPAIR PATCH	HARD SURFACE	EA	\$ 122.26	22.17%	\$ 95.16
130PM	FABRIC BASE ROLL 8" X 90'	HARD SURFACE	ROLL	\$ 49.80	22.16%	\$ 38.76
131PM	FRACTURE GUARD	HARD SURFACE	3.5 GAL PAIL	\$ 176.05	22.16%	\$ 137.04
149PM	FRACTURE GUARD FD	HARD SURFACE	3.5 GAL PAIL	\$ 190.18	22.16%	\$ 148.04
P237V	FULCRUM 13" X 13" HEX	HARD SURFACE	EA	\$ 19.46	22.09%	\$ 15.16
P235V	FULCRUM BULLNOSE 3X13	HARD SURFACE	EA	\$ 3.88	22.26%	\$ 3.01
P236V	FULCRUM MOSAIC 13" X 13"	HARD SURFACE	EA	\$ 14.34	22.23%	\$ 11.15
107PM	HYDRO GUARD	HARD SURFACE	3.5 GAL PAIL	\$ 221.89	22.16%	\$ 172.71
128PM	HYDRO GUARD	HARD SURFACE	1 GAL PAIL	\$ 90.55	22.16%	\$ 70.49
P193V	ILLUSION GLASS HEXAGON MOSAIC	HARD SURFACE	EA	\$ 22.78	22.17%	\$ 17.73
137PM	INTEGRA COLOR GROUT	HARD SURFACE	EA	\$ 30.53	22.15%	\$ 23.76
P169V	IRONSTONE 2" MOSAIC	HARD SURFACE	EA	\$ 17.11	22.13%	\$ 13.33
P168V	IRONSTONE 3X13 BULLNOSE	HARD SURFACE	EA	\$ 5.76	22.13%	\$ 4.49
P109V	MADISON 2" MOSAIC	HARD SURFACE	EA	\$ 20.61	22.13%	\$ 16.05
P107V	MADISON 3" X 12" BULLNOSE	HARD SURFACE	EA	\$ 4.01	22.12%	\$ 3.13
P108V	MADISON RANDOM LINEAR MOSAIC	HARD SURFACE	EA	\$ 33.60	22.17%	\$ 26.15
141PM	PRO EPOXY PARTS A & B	HARD SURFACE	1 GAL PAIL	\$ 87.63	22.17%	\$ 68.20
P077V	SILK WALNUT 3" X 24" BULLNOSE	HARD SURFACE	EA	\$ 8.41	22.14%	\$ 6.55
P078V	SILK WALNUT MOSAIC	HARD SURFACE	EA	\$ 14.00	22.14%	\$ 10.90
P085V	SPICED HICKORY 3" X 24" BULLNOSE	HARD SURFACE	EA	\$ 8.41	22.14%	\$ 6.55
P086V	SPICED HICKORY MOSAIC	HARD SURFACE	EA	\$ 14.53	22.12%	\$ 11.31
P033V	SPLENDID 2" MOSAIC	HARD SURFACE	EA	\$ 27.99	22.15%	\$ 21.79
P185V	SPLENDID 3" X 12" MATTE	HARD SURFACE	EA	\$ 13.85	22.20%	\$ 10.78
P031V	SPLENDID 3" X 12" POLISHED	HARD SURFACE	EA	\$ 6.43	22.18%	\$ 5.00
P189V	SPLENDID BASKETWEAVE MOSAIC PLSH	HARD SURFACE	EA	\$ 46.63	22.14%	\$ 36.30
P032V	SPLENDID HEXAGON MOSAIC	HARD SURFACE	EA	\$ 38.93	22.16%	\$ 30.30
P130V	TRECKWOOD 3" X 24" BULLNOSE	HARD SURFACE	EA	\$ 8.25	22.12%	\$ 6.43
P131V	TRECKWOOD MOSAIC	HARD SURFACE	EA	\$ 14.15	22.17%	\$ 11.01
132PM	UNDERLAYMENT C	HARD SURFACE	EA	\$ 46.65	22.16%	\$ 36.31
135PM	UNDERLAYMENT SLU	HARD SURFACE	EA	\$ 59.99	22.15%	\$ 46.70
P021V	URBAN EASE 1" MOSAIC	HARD SURFACE	EA	\$ 6.15	22.15%	\$ 4.79
P024V	URBAN EASE 2" MOSAIC	HARD SURFACE	EA	\$ 4.49	22.28%	\$ 3.49
P012V	URBAN EASE 2" X 2" DOT MOSAIC	HARD SURFACE	EA	\$ 7.79	22.15%	\$ 6.06
P015V	URBAN EASE 3" X 6" BN	HARD SURFACE	EA	\$ 2.64	22.27%	\$ 2.05
P018V	URBAN EASE 4" X 16" BULLNOSE	HARD SURFACE	EA	\$ 6.53	22.22%	\$ 5.08
P020V	URBAN EASE BEVELED DIAMOND MOSAIC	HARD SURFACE	EA	\$ 8.35	22.01%	\$ 6.51
P022V	URBAN EASE LANTERN MOSAIC	HARD SURFACE	EA	\$ 8.15	22.09%	\$ 6.35
P019V	URBAN EASE MATTE/BLACK DOT BASKETWEAVE	HARD SURFACE	EA	\$ 7.38	22.03%	\$ 5.75
P029V	URBAN EASE MATTE/BLACK DOT PINWHEEL	HARD SURFACE	EA	\$ 6.33	22.13%	\$ 4.93
P023V	URBAN EASE MINI BRICK 1X3X11X12	HARD SURFACE	EA	\$ 5.96	22.01%	\$ 4.65
P028V	URBAN EASE PENNY ROUND GLASS MOSAIC 12" X 12"	HARD SURFACE	EA	\$ 8.86	22.14%	\$ 6.90

* Freight responsibility is FOB Destination. Freight costs are not included in the member price and will be listed separately on purchase orders and invoices.
 * Freight costs will be fully disclosed to the Authorized User prior to order placement, will be prepaid by the Contractor, and that all such orders will be shipped on an F.O.B. Destination.
 * All prices are subject to immediate increase without limitation in the event of tariffs or other government action not to exceed the percentage of the tariff %.
 * Application of the MoistureShield Solution System must be performed by a trained and approved flooring contractor. All requirements of Shaw's 10-year Moisture Limited Warranty must be met and approved

1Cradle to Cradle - Certified by McDonough Braungart Design Chemistry as safe, healthy and ecologically sound using closed loop design. www.mbd.com.
 2Green Label Plus - Certified by the Carpet and Rug Institute for low-VOC emissions and healthy indoor air quality. www.carpet-rug.org.
 3NSF-140 - Certified by NSF International to define sustainable carpet, establishing performance requirements for public health and the environment. www.nsf.org.

ITEM 13



Region 1 (West): AK, CA, HI, ID, MT, NV, OR, WA
Region 2 (Central): AR, AZ, CO, IA, KS, MN, MO, ND, NE, NM, OK, SD, TX, UT, WY
Region 3 (Southeast): AL, GA, KY, LA, MS, NC, SC, TN
Region 4 (Northeast): CT, DC, DE, IL, IN, MA, MD, ME, MI, NH, NJ, OH, PA, RI, VA, VT, WI, WV

Estimated Labor Rates by Region: Pricing effective for 12 months from award date.

SERVICE DESCRIPTION	UOM	Region 1 (West)		Region 2 (Central)		Region 3 (SE)		Region 4 (Northeast)	
		Standard Rates	PW/Union Rates	Standard Rates	PW/Union Rates	Standard Rates	PW/Union Rates	Standard Rates	PW/Union Rates
Carpet Demolition (standard)	SY	\$ 4.24	\$ 6.29	\$ 3.63	\$ 5.57	\$ 3.33	\$ 5.20	\$ 4.84	\$ 7.02
Carpet Disposal	SY	\$ 1.33	\$ 2.81	\$ 1.33	\$ 2.81	\$ 1.33	\$ 2.81	\$ 2.20	\$ 3.30
Broadloom Carpet Installation (no pattern)	SY	\$ 10.59	\$ 13.92	\$ 8.17	\$ 11.01	\$ 7.84	\$ 10.44	\$ 11.22	\$ 15.18
Carpet Tile Installation	SY	\$ 9.32	\$ 12.39	\$ 7.87	\$ 10.65	\$ 7.54	\$ 10.08	\$ 9.35	\$ 12.65
Carpet Border Work	LF	\$ 3.03	\$ 4.84	\$ 3.33	\$ 5.20	\$ 2.18	\$ 3.82	\$ 3.85	\$ 5.50
4" Vinyl Base Installation (excludes materials)	LF	\$ 1.63	\$ 3.17	\$ 1.51	\$ 3.03	\$ 1.33	\$ 2.81	\$ 1.98	\$ 3.24
4 1/2" Vinyl Base Installation (excludes materials)	LF	\$ 1.83	\$ 3.57	\$ 1.69	\$ 3.39	\$ 1.49	\$ 3.16	\$ 2.22	\$ 3.63
6" Vinyl Base Installation (excludes materials)	LF	\$ 2.02	\$ 3.96	\$ 1.87	\$ 3.76	\$ 1.65	\$ 3.51	\$ 2.45	\$ 4.02
VCT Installation (no pattern; excludes materials)	SF	\$ 1.63	\$ 3.17	\$ 1.51	\$ 3.03	\$ 1.09	\$ 2.52	\$ 1.69	\$ 3.24
Transition Installation (excludes materials)	LF	\$ 3.45	\$ 5.95	\$ 2.72	\$ 5.08	\$ 2.30	\$ 4.29	\$ 3.45	\$ 5.95
Minor Floor Preparation (excludes materials)	HR	\$ 78.65	\$ 95.59	\$ 66.55	\$ 81.07	\$ 60.50	\$ 73.81	\$ 78.65	\$ 95.59
Furniture Removal and Replacement	HR	\$ 78.65	\$ 95.59	\$ 66.55	\$ 81.07	\$ 60.50	\$ 73.81	\$ 78.65	\$ 95.59
Furniture Lift and Carpet Removal	SY	\$ 27.83	\$ 34.61	\$ 22.99	\$ 28.80	\$ 24.20	\$ 30.25	\$ 25.41	\$ 31.70
LVT/VCT Demolition (standard)	SF	\$ 0.81	\$ 2.18	\$ 0.75	\$ 2.10	\$ 0.75	\$ 2.10	\$ 1.54	\$ 2.42
LVT/VCT Disposal	SF	\$ 0.61	\$ 1.94	\$ 0.61	\$ 1.94	\$ 0.62	\$ 1.94	\$ 0.73	\$ 2.29
**Rubber Stair Tread, 1 Piece Unit	PC	\$ 63.90	\$ 77.89	\$ 63.90	\$ 77.89	\$ 63.90	\$ 77.89	\$ 71.24	\$ 86.70
18"X18" Rubber Landing Tile Install	SF	\$ 6.17	\$ 8.62	\$ 6.17	\$ 8.62	\$ 5.72	\$ 8.08	\$ 6.88	\$ 9.47
Sheet Vinyl Demolition (standard)	SY	\$ 7.52	\$ 10.23	\$ 6.44	\$ 8.94	\$ 6.10	\$ 8.53	\$ 6.98	\$ 9.58
Sheet Vinyl Disposal	SY	\$ 1.70	\$ 3.25	\$ 1.70	\$ 3.25	\$ 1.69	\$ 3.24	\$ 1.70	\$ 3.25
Skimcoat - Labor & Material (LVT requires two skimcoats)	SF	\$ 1.93	\$ 3.03	\$ 1.79	\$ 2.97	\$ 1.60	\$ 2.60	\$ 1.79	\$ 2.97
LVT Installation (no pattern; excludes materials)	SF	\$ 3.52	\$ 5.44	\$ 2.98	\$ 4.78	\$ 2.85	\$ 4.63	\$ 3.19	\$ 5.04
Sheet Vinyl Installation (no weld; cove; pattern; excludes materials)	SY	\$ 32.19	\$ 39.84	\$ 27.52	\$ 34.23	\$ 24.05	\$ 30.08	\$ 29.75	\$ 36.91
Moisture Testing (quantity varies based on job size)	EA	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00
Hourly Rate for Services not Listed	HR	\$ 90.00	\$ 125.00	\$ 60.00	\$ 80.00	\$ 55.00	\$ 75.00	\$ 95.00	\$ 125.00
Food (Per Diem)	PP	\$ 61.68	\$ 83.27	\$ 55.11	\$ 74.40	\$ 54.00	\$ 72.90	\$ 61.68	\$ 83.27
Hotel/Motel	Night	\$ 171.35	\$ 231.33	\$ 165.34	\$ 223.21	\$ 164.51	\$ 222.07	\$ 185.06	\$ 249.83
Mileage Reimbursement	Mile	\$ 0.86	\$ 1.16	\$ 0.76	\$ 1.02	\$ 0.84	\$ 1.13	\$ 0.76	\$ 1.02
Supplemental Benefits	HR	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00

****All labor pricing listed for regular time rates are "Not to Exceed." Overtime rates will apply for night/Saturday work at 1.5x regular time rates & Sunday/holiday at 2.0x regular time rates**

****Standard job size is a minimum of 200 SY for carpet tile & broadloom and 500 SF for resilient products. Additional charges may apply for smaller projects.**

**** Assumes stairs/ floors are concrete and ready to receive.**

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**** Stair tread pricing based on average - size of tread to be determined before pricing can be finalized.**

****Excludes all adhesives, demo and disposal of existing finishes, extensive floor prep, union rates, and any stair nosing.**

****Supplemental Benefits to be utilized if prevailing wage rates exceed the labor rates listed above.**

****Labor/installation services are not available in Canada**

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Region 5 (NY)
Region 6 (FL)

NY
FL



Estimated Labor Rates by Region: Pricing effective for 12 months from award date.

SERVICE DESCRIPTION	UOM	Region 5 (NY)		Region 6 (FL)	
		Standard Rates	PW/Union Rates	Standard Rates	PW/Union Rates
Carpet Demolition (standard)	SY	\$ 4.84	\$ 7.02	\$ 3.69	\$ 5.17
Carpet Demolition (double stick installation)	SY	\$ 10.23	\$ 13.75	\$ 7.37	\$ 10.29
Carpet Disposal	SY	\$ 2.42	\$ 3.47	\$ 1.33	\$ 2.81
Broadloom Carpet Installation (no pattern)	SY	\$ 11.50	\$ 15.51	\$ 7.84	\$ 10.44
Broadloom Carpet Installation (with pattern match)	SY	\$ 13.59	\$ 18.26	\$ 9.24	\$ 12.21
Carpet Tile Installation	SY	\$ 9.98	\$ 13.19	\$ 8.25	\$ 11.55
Carpet Border Work	LF	\$ 3.03	\$ 4.84	\$ 2.18	\$ 3.82
4" Vinyl Base Installation (excludes materials)	LF	\$ 2.00	\$ 3.61	\$ 1.33	\$ 2.81
4 1/2" Vinyl Base Installation (excludes materials)	LF	\$ 2.24	\$ 4.06	\$ 1.49	\$ 3.16
6" Vinyl Base Installation (excludes materials)	LF	\$ 2.48	\$ 4.51	\$ 1.65	\$ 3.52
VCT Installation (no pattern; excludes materials)	SF	\$ 1.69	\$ 3.24	\$ 1.54	\$ 2.15
Transition Installation (excludes materials)	LF	\$ 3.45	\$ 5.95	\$ 2.30	\$ 4.29
Minor Floor Preparation (excludes materials)	HR	\$ 84.70	\$ 102.85	\$ 60.50	\$ 73.81
Furniture Removal and Replacement	SY	\$ 84.70	\$ 102.85	\$ 60.50	\$ 73.81
Furniture Lift and Carpet Removal	SY	\$ 31.46	\$ 38.96	\$ 24.20	\$ 30.25
LVT/VCT Demolition (standard)	SF	\$ 0.94	\$ 2.34	\$ 0.83	\$ 1.16
LVT/VCT Disposal	SF	\$ 0.73	\$ 2.29	\$ 0.62	\$ 1.94
**Rubber Stair Tread, 1 Piece Unit	PC	\$ 79.75	\$ 96.91	\$ 63.90	\$ 77.89
Stair Tread Installation	LF	\$ 26.68	\$ 37.24	\$ 24.20	\$ 33.88
Stair Tread Demolition	LF	\$ 5.94	\$ 8.25	\$ 4.46	\$ 6.22
18"X18" Rubber Landing Tile Install	SF	\$ 8.66	\$ 11.61	\$ 5.72	\$ 8.08
Sheet Vinyl Demolition (standard)	SY	\$ 8.54	\$ 11.46	\$ 6.10	\$ 8.53
Sheet Vinyl Disposal	SY	\$ 1.70	\$ 3.25	\$ 1.69	\$ 3.24
Skimcoat - Labor & Material (LVT requires two skimcoats)	SF	\$ 1.93	\$ 3.03	\$ 1.60	\$ 2.60
Ceramic/Porcelain Install (excludes material)	SF	\$ 10.18	\$ 11.83	\$ 10.18	\$ 11.83
LVT Installation (no pattern; excludes materials)	SF	\$ 4.00	\$ 6.01	\$ 2.85	\$ 4.63
Sheet Vinyl Installation (no weld; cove; pattern; excludes materials)	SY	\$ 36.59	\$ 45.12	\$ 24.05	\$ 30.08
Sheet Vinyl- Heat Weld	LF	\$ 8.60	\$ 10.96	\$ 5.34	\$ 7.48
Sheet Vinyl - Flash Cove	LF	\$ 17.84	\$ 21.29	\$ 13.04	\$ 16.23
Sheet Vinyl - Corners	EA	\$ 16.84	\$ 20.63	\$ 12.27	\$ 15.51
Furnish and install 1/4" Plywood Underlayment	SF	\$ 4.27	\$ 5.56	\$ 4.27	\$ 5.56
Furnish and Install 4" Base	LF	\$ 3.36	\$ 4.05	\$ 2.64	\$ 3.69
Furnish and Install 4 1/2" Base	LF	\$ 3.94	\$ 4.71	\$ 3.00	\$ 4.21
Furnish and Install 6" Base	LF	\$ 4.52	\$ 5.37	\$ 3.36	\$ 4.73
Carpet Binding	LF	\$ 2.42	\$ 3.30	\$ 2.42	\$ 3.30
Furnish and Install 6" Carpet Base	LF	\$ 4.26	\$ 4.99	\$ 4.26	\$ 4.99
Removal and disposal of cove base	LF	\$ 0.64	\$ 0.78	\$ 0.66	\$ 0.88
Carpet Reclamation & Recycling	SY	\$ 2.79	\$ 3.42	\$ 2.79	\$ 3.42
Adhesive Removal	SF	\$ 1.43	\$ 1.98	\$ 1.43	\$ 1.98
Install Floor Primer	SF	\$ 0.73	\$ 1.00	\$ 0.73	\$ 1.00
Moisture Mitigation (bead blast, primer, moisture mitigation & leveler)	SF	\$ 8.42	\$ 9.44	\$ 4.02	\$ 5.61
Self leveling up to 1/4"	SF	\$ 3.83	\$ 4.55	\$ 1.93	\$ 2.70
Bead Blast/Grind Floor	SF	\$ 2.98	\$ 4.16	\$ 2.42	\$ 3.41
Moisture Testing (quantity varies based on job size)	EA	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00
Hourly Rate for Services not Listed	HR	\$ 120.00	\$ 160.00	\$ 90.00	\$ 130.00
Food (Per Diem)	PP	\$ 61.68	\$ 83.27	\$ 54.00	\$ 72.90
Hotel/Motel	NIGHT	\$ 185.06	\$ 249.83	\$ 164.51	\$ 222.07
Mileage Reimbursement	MILE	\$ 0.76	\$ 1.02	\$ 0.84	\$ 1.13
Supplemental Benefits	HR	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00

****All labor pricing listed for regular time rates are "Not to Exceed." Overtime rates will apply for night/Saturday work at 1.5x regular time rates & Sunday/holiday at 2.0x regular time rates**

**** Assumes stairs/ floors are concrete and ready to receive.**

**** Stair tread pricing based on average - size of tread to be determined before pricing can be finalized.**

****Excludes all adhesives, demo and disposal of existing finishes, extensive floor prep, union rates, and any stair nosing.**

****Supplemental Benefits to be utilized if prevailing wage rates exceed the labor rates listed above.**

ITEM 13

Maintenance Services provided by:



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- Region 2 (Central):** AR, AZ, CO, IA, KS, MN, MO, ND, NE, NM, OK, SD, TX, UT, WY
- Region 3 (Southeast):** AL, FL, GA, KY, LA, MS, NC, SC, TN
- Region 4 (Northeast):** CT, DC, DE, IL, IN, MA, MD, ME, MI, NH, NJ, OH, PA, RI, VA, VT, WI, WV
- Region 5 (New York):** NY

Estimated Maintenance Rates by Region: Pricing effective for 12 months from award date.

MAINTAINANCE SERVICE DESCRIPTION	UOM	Region 1 (West)		Region 2 (Central)		Region 3 (SE)		Region 4 (Northeast)		Region 5 (NY)	
		Standard Rates	Union Rates	Standard Rates	Union Rates	Standard Rates	Union Rates	Standard Rates	Union Rates	Standard Rates	Union Rates
CARPET CLEANING											
Carpet Cleaning -Restorative <3,000 SF	EA	\$ 750.00	\$ 900.00	\$ 750.00	\$ 900.00	\$ 750.00	\$ 900.00	\$ 750.00	\$ 900.00	\$ 750.00	\$ 900.00
Carpet Cleaning -Restorative >3,001 SF	SF	\$ 0.25	\$ 0.43	\$ 0.25	\$ 0.38	\$ 0.25	\$ 0.38	\$ 0.25	\$ 0.40	\$ 0.25	\$ 0.43
Office Carpet Maintenance Cleaning <2,500 SF	EA	\$ 400.00	\$ 500.00	\$ 400.00	\$ 500.00	\$ 400.00	\$ 500.00	\$ 400.00	\$ 500.00	\$ 400.00	\$ 500.00
Office Carpet Maintenance Cleaning 2,501 - 5,000 SF	SF	\$ 0.15	\$ 0.26	\$ 0.15	\$ 0.23	\$ 0.15	\$ 0.23	\$ 0.15	\$ 0.24	\$ 0.15	\$ 0.26
Office Carpet Maintenance Cleaning 5,001 - 10,000 SF	SF	\$ 0.13	\$ 0.22	\$ 0.13	\$ 0.20	\$ 0.13	\$ 0.20	\$ 0.13	\$ 0.21	\$ 0.13	\$ 0.22
Office Carpet Maintenance Cleaning 10,001-100,000 SF	SF	\$ 0.11	\$ 0.19	\$ 0.11	\$ 0.17	\$ 0.11	\$ 0.17	\$ 0.11	\$ 0.18	\$ 0.11	\$ 0.19
Office Carpet Maintenance Cleaning >100,000 SF SF	SF	\$ 0.09	\$ 0.15	\$ 0.09	\$ 0.14	\$ 0.09	\$ 0.14	\$ 0.09	\$ 0.14	\$ 0.09	\$ 0.15
Public Space Carpet Maintenance Cleaning <2,500 SF	EA	\$ 400.00	\$ 500.00	\$ 400.00	\$ 500.00	\$ 400.00	\$ 500.00	\$ 400.00	\$ 500.00	\$ 400.00	\$ 500.00
Public Space Maintenance Cleaning 2,501 - 5,000 SF	SF	\$ 0.16	\$ 0.27	\$ 0.16	\$ 0.24	\$ 0.16	\$ 0.24	\$ 0.16	\$ 0.26	\$ 0.16	\$ 0.27
Public Space Carpet Maintenance Cleaning 5,001 - 10,000 SF	SF	\$ 0.14	\$ 0.24	\$ 0.14	\$ 0.21	\$ 0.14	\$ 0.21	\$ 0.14	\$ 0.22	\$ 0.14	\$ 0.24
Public Space Carpet Maintenance Cleaning 10,001-100,000 SF	SF	\$ 0.12	\$ 0.20	\$ 0.12	\$ 0.18	\$ 0.12	\$ 0.18	\$ 0.12	\$ 0.19	\$ 0.12	\$ 0.20
Public Space Carpet Maintenance Cleaning >100,000 SF SF	SF	\$ 0.10	\$ 0.17	\$ 0.10	\$ 0.15	\$ 0.10	\$ 0.15	\$ 0.10	\$ 0.16	\$ 0.10	\$ 0.17
RESILIENT (VCT/LVT/RUBBER)*											
Services subject to minimum trip charge of:	EA	\$ 500.00	\$ 700.00	\$ 500.00	\$ 700.00	\$ 500.00	\$ 700.00	\$ 500.00	\$ 700.00	\$ 500.00	\$ 700.00
Top Scrub plus 2 coats finish <500 SF	SF	\$ 1.00	\$ 1.70	\$ 1.00	\$ 1.50	\$ 1.00	\$ 1.50	\$ 1.00	\$ 1.60	\$ 1.00	\$ 1.70
Top Scrub plus 2 coats finish 501-1,000 SF	SF	\$ 0.65	\$ 1.11	\$ 0.65	\$ 0.98	\$ 0.65	\$ 0.98	\$ 0.65	\$ 1.04	\$ 0.65	\$ 1.11
Top Scrub plus 2 coats finish 1,001 - 5,000 SF	SF	\$ 0.40	\$ 0.68	\$ 0.40	\$ 0.60	\$ 0.40	\$ 0.60	\$ 0.40	\$ 0.64	\$ 0.40	\$ 0.68
Top Scrub plus 2 coats finish >5,000 SF	SF	\$ 0.35	\$ 0.60	\$ 0.35	\$ 0.53	\$ 0.35	\$ 0.53	\$ 0.35	\$ 0.56	\$ 0.35	\$ 0.60
Strip and Recoat w/ 3 coats finish <500 SF	SF	\$ 1.25	\$ 2.13	\$ 1.25	\$ 1.88	\$ 1.25	\$ 1.88	\$ 1.25	\$ 2.00	\$ 1.25	\$ 2.13
Strip and Recoat w/ 3 coats finish 501 - 1,000 SF	SF	\$ 1.10	\$ 1.87	\$ 1.10	\$ 1.65	\$ 1.10	\$ 1.65	\$ 1.10	\$ 1.76	\$ 1.10	\$ 1.87
Strip and Recoat w/ 3 coats finish 1,000 - 5,000 SF	SF	\$ 1.00	\$ 1.70	\$ 1.00	\$ 1.50	\$ 1.00	\$ 1.50	\$ 1.00	\$ 1.60	\$ 1.00	\$ 1.70
Strip and Recoat w/ 3 coats finish .5,000 SF	SF	\$ 0.95	\$ 1.62	\$ 0.95	\$ 1.43	\$ 0.95	\$ 1.43	\$ 0.95	\$ 1.52	\$ 0.95	\$ 1.62
Additional coats of finish per coat	SF	\$ 0.12	\$ 0.20	\$ 0.12	\$ 0.18	\$ 0.12	\$ 0.18	\$ 0.12	\$ 0.19	\$ 0.12	\$ 0.20
Burnishing	SF	\$ 0.08	\$ 0.14	\$ 0.08	\$ 0.12	\$ 0.08	\$ 0.12	\$ 0.08	\$ 0.13	\$ 0.08	\$ 0.14
TILE & GROUT SERVICES											
Services subject to minimum trip charge of:	EA	\$ 500.00	\$ 700.00	\$ 500.00	\$ 700.00	\$ 500.00	\$ 700.00	\$ 500.00	\$ 700.00	\$ 500.00	\$ 700.00
Tile & Grout Deep Cleaning - Glazed <500 SF	SF	\$ 1.65	\$ 2.81	\$ 1.65	\$ 2.48	\$ 1.65	\$ 2.48	\$ 1.65	\$ 2.64	\$ 1.65	\$ 2.81
Tile & Grout Deep Cleaning - Glazed 501 - 1,000 SF	SF	\$ 1.35	\$ 2.30	\$ 1.35	\$ 2.03	\$ 1.35	\$ 2.03	\$ 1.35	\$ 2.16	\$ 1.35	\$ 2.30
Tile & Grout Deep Cleaning - Glazed 1,001 - 5,000 SF	SF	\$ 1.10	\$ 1.87	\$ 1.10	\$ 1.65	\$ 1.10	\$ 1.65	\$ 1.10	\$ 1.76	\$ 1.10	\$ 1.87
Tile & Grout Deep Cleaning - Glazed >5,000 SF	SF	\$ 1.00	\$ 1.70	\$ 1.00	\$ 1.50	\$ 1.00	\$ 1.50	\$ 1.00	\$ 1.60	\$ 1.00	\$ 1.70
Tile & Grout Deep Cleaning - Unglazed <500SF	SF	\$ 1.75	\$ 2.98	\$ 1.75	\$ 2.63	\$ 1.75	\$ 2.63	\$ 1.75	\$ 2.80	\$ 1.75	\$ 2.98
Tile & Grout Deep Cleaning - Unglazed 501 - 1,000 SF	SF	\$ 1.40	\$ 2.38	\$ 1.40	\$ 2.10	\$ 1.40	\$ 2.10	\$ 1.40	\$ 2.24	\$ 1.40	\$ 2.38
Tile & Grout Deep Cleaning - Unglazed 1,001 - 5,000 SF	SF	\$ 1.10	\$ 1.87	\$ 1.10	\$ 1.65	\$ 1.10	\$ 1.65	\$ 1.10	\$ 1.76	\$ 1.10	\$ 1.87
Tile & Grout Deep Cleaning - Unglazed >5,000 SF	SF	\$ 1.00	\$ 1.70	\$ 1.00	\$ 1.50	\$ 1.00	\$ 1.50	\$ 1.00	\$ 1.60	\$ 1.00	\$ 1.70
Transparent Grout Sealing	SF	\$ 0.25	\$ 0.43	\$ 0.25	\$ 0.38	\$ 0.25	\$ 0.38	\$ 0.25	\$ 0.40	\$ 0.25	\$ 0.43
Grout Staining and Densifying (Requires initial deep clean)	SF	\$ 3.25	\$ 4.75	\$ 3.25	\$ 4.75	\$ 3.25	\$ 4.75	\$ 3.25	\$ 4.75	\$ 3.25	\$ 4.75
Grout Repair per man hour	HR	\$ 75.00	\$ 145.00	\$ 75.00	\$ 112.50	\$ 75.00	\$ 112.50	\$ 75.00	\$ 120.00	\$ 75.00	\$ 145.00

**Overtime subject to 50% increase
 **All maintainance pricing is "Not to Exceed"

**Alaska, Hawaii, and Canada are excluded from maintainance services
 **Union rates are applicable for both union labor and prevailing wage labor

ITEM 13

Maintenance Services provided by:



Region 1 (West): AK, CA, HI, ID, MT, NV, OR, WA
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 Region 4 (Northeast): CT, DC, DE, IL, IN, MA, MD, ME, MI, NH, NJ, OH, PA, RI, VA, VT, WI, WV
 Region 5 (New York): NY

Estimated Maintenance Rates by Region: Pricing effective for 12 months from award date.

MAINTAINANCE SERVICE DESCRIPTION	UOM	Region 1 (West)		Region 2 (Central)		Region 3 (SE)		Region 4 (Northeast)		Region 5 (NY)	
		Standard Rates	Union Rates	Standard Rates	Union Rates	Standard Rates	Union Rates	Standard Rates	Union Rates	Standard Rates	Union Rates
HIGH PERFORMANCE COATINGS INSTALLATION											
Services subject to minimum trip charge of:	EA	\$ 625.00	\$ 750.00	\$ 625.00	\$ 750.00	\$ 625.00	\$ 750.00	\$ 625.00	\$ 750.00	\$ 625.00	\$ 750.00
Clear-New Construction	SF	\$ 2.50	\$ 4.25	\$ 2.50	\$ 3.75	\$ 2.50	\$ 3.75	\$ 2.50	\$ 4.00	\$ 2.50	\$ 4.25
Clear-Existing/Renovation	SF	\$ 4.00	\$ 6.80	\$ 4.00	\$ 6.00	\$ 4.00	\$ 6.00	\$ 4.00	\$ 6.40	\$ 4.00	\$ 6.80
SOLID Color Coating	SF	\$ 5.00	\$ 8.50	\$ 5.00	\$ 7.50	\$ 5.00	\$ 7.50	\$ 5.00	\$ 8.00	\$ 5.00	\$ 8.50
Anti-Stain Additive-Add	SF	\$ 1.00	\$ 1.50	\$ 1.00	\$ 1.50	\$ 1.00	\$ 1.50	\$ 1.00	\$ 1.50	\$ 1.00	\$ 1.50
Primer-Add	SF	\$ 1.00	\$ 1.50	\$ 1.00	\$ 1.50	\$ 1.00	\$ 1.50	\$ 1.00	\$ 1.50	\$ 1.00	\$ 1.50
Non-Slip Additive-Add	SF	\$ 1.00	\$ 1.50	\$ 1.00	\$ 1.50	\$ 1.00	\$ 1.50	\$ 1.00	\$ 1.50	\$ 1.00	\$ 1.50
Wear Plus Additive-ADD	SF	\$ 1.00	\$ 1.50	\$ 1.00	\$ 1.50	\$ 1.00	\$ 1.50	\$ 1.00	\$ 1.50	\$ 1.00	\$ 1.50
WOOD FLOORS											
All wood floor service subject to minimum trip charge of:	EA	\$ 500.00	\$ 675.00	\$ 450.00	\$ 450.00	\$ 450.00	\$ 450.00	\$ 450.00	\$ 450.00	\$ 500.00	\$ 675.00
Wood Floor Deep Clean <3,000 SF	SF	\$ 0.30	\$ 0.50	\$ 0.20	\$ 0.30	\$ 0.20	\$ 0.30	\$ 0.30	\$ 0.48	\$ 0.30	\$ 0.50
Wood Floor Deep Clean 3,001 SF-10,000 SF	SF	\$ 0.25	\$ 0.43	\$ 0.17	\$ 0.26	\$ 0.17	\$ 0.26	\$ 0.25	\$ 0.40	\$ 0.25	\$ 0.43
Wood Floor Deep Clean >10,000 SF	SF	\$ 0.24	\$ 0.41	\$ 0.16	\$ 0.25	\$ 0.16	\$ 0.25	\$ 0.24	\$ 0.38	\$ 0.24	\$ 0.41
Wood Floor Scub and Recoat <3,000 SF	SF	\$ 1.50	\$ 2.40	\$ 1.22	\$ 1.83	\$ 1.22	\$ 1.83	\$ 1.35	\$ 2.16	\$ 1.50	\$ 2.40
Wood Floor Scub and Recoat 3,001 SF-10,000 SF	SF	\$ 1.35	\$ 2.16	\$ 1.20	\$ 1.80	\$ 1.20	\$ 1.80	\$ 1.25	\$ 2.00	\$ 1.35	\$ 2.16
Wood Floor Scub and Recoat >10,000 SF	SF	\$ 1.35	\$ 2.16	\$ 1.20	\$ 1.80	\$ 1.20	\$ 1.80	\$ 1.25	\$ 2.00	\$ 1.35	\$ 2.16
TILE: STONE-HARD/IGNEOUS											
GRANITE, EPOXY TERRAZZO/ENGINEERED STONE											
Polishing/Grinding Services subject to minimum trip charge of:	EA	\$ 2,500.00	\$ 3,000.00	\$ 2,500.00	\$ 3,000.00	\$ 2,500.00	\$ 3,000.00	\$ 2,500.00	\$ 3,000.00	\$ 2,500.00	\$ 3,000.00
Hard Stone surface clean	SF	\$ 0.90	\$ 2.52	\$ 0.90	\$ 2.34	\$ 0.90	\$ 2.34	\$ 0.90	\$ 2.43	\$ 0.90	\$ 2.52
Hard Stone/Terrazzo-Heavy grinding to remove stock per grit	SF	\$ 2.50	\$ 7.00	\$ 2.50	\$ 6.50	\$ 2.50	\$ 6.50	\$ 2.50	\$ 6.75	\$ 2.50	\$ 7.00
Hard Stone/Terrazzo-Honing per grit	SF	\$ 1.65	\$ 4.62	\$ 1.65	\$ 4.29	\$ 1.65	\$ 4.29	\$ 1.65	\$ 4.46	\$ 1.65	\$ 4.62
Hard Stone/Terrazzo-Mechanical polishing per grit	SF	\$ 0.83	\$ 2.32	\$ 0.83	\$ 2.16	\$ 0.83	\$ 2.16	\$ 0.83	\$ 2.24	\$ 0.83	\$ 2.32
Hard Stone/Terrazzo-Edge work per grit	LF	\$ 9.00	\$ 25.20	\$ 9.00	\$ 23.40	\$ 9.00	\$ 23.40	\$ 9.00	\$ 24.30	\$ 9.00	\$ 25.20
Hard Stone/Terrazzo-Chemical polish per step	SF	\$ 0.95	\$ 2.66	\$ 0.95	\$ 2.47	\$ 0.95	\$ 2.47	\$ 0.95	\$ 2.57	\$ 0.95	\$ 2.66
Hard Stone/Terrazzo-Sealer/Impregnator	SF	\$ 0.30	\$ 0.84	\$ 0.30	\$ 0.78	\$ 0.30	\$ 0.78	\$ 0.30	\$ 0.81	\$ 0.30	\$ 0.84
Hard Stone---Color Enhancer	SF	\$ 0.45	\$ 1.26	\$ 0.45	\$ 1.17	\$ 0.45	\$ 1.17	\$ 0.45	\$ 1.22	\$ 0.45	\$ 1.26
Soft Stone-Slurry Disposal (this service is per man hour)	HR	\$ 75.00	\$ 135.00	\$ 75.00	\$ 120.00	\$ 75.00	\$ 120.00	\$ 75.00	\$ 127.50	\$ 75.00	\$ 135.00
Additional mobilization after first mobilization	EA	\$ 1,500.00	\$ 1,800.00	\$ 1,500.00	\$ 1,800.00	\$ 1,500.00	\$ 1,800.00	\$ 1,500.00	\$ 1,800.00	\$ 1,500.00	\$ 1,800.00
TILE: STONE-SOFT-METAMORPIC AND SEDIMENTARY											
MARBLE, LIMESTONE, TRAVERTINE,											
CEMENTITIOUS TERRAZZO											
Polishing/Grinding Services subject to minimum trip charge of:	EA	\$ 2,500.00	\$ 2,900.00	\$ 2,500.00	\$ 2,900.00	\$ 2,500.00	\$ 2,900.00	\$ 2,500.00	\$ 2,900.00	\$ 2,500.00	\$ 2,900.00
Soft Stone Surface Clean	SF	\$ 0.90	\$ 2.52	\$ 0.90	\$ 2.34	\$ 0.90	\$ 2.34	\$ 0.90	\$ 2.43	\$ 0.90	\$ 2.52
Soft Stone-Heavy grinding to remove stock or lippage per grit	SF	\$ 0.85	\$ 2.38	\$ 0.85	\$ 2.21	\$ 0.85	\$ 2.21	\$ 0.85	\$ 2.30	\$ 0.85	\$ 2.38
Soft Stone-Honing per grit	SF	\$ 0.65	\$ 1.82	\$ 0.65	\$ 1.69	\$ 0.65	\$ 1.69	\$ 0.65	\$ 1.76	\$ 0.65	\$ 1.82
Soft Stone-Mechanical polishing per grit	SF	\$ 0.40	\$ 1.12	\$ 0.40	\$ 1.04	\$ 0.40	\$ 1.04	\$ 0.40	\$ 1.08	\$ 0.40	\$ 1.12
Soft Stone-Edge work per grit	LF	\$ 6.00	\$ 16.80	\$ 6.00	\$ 15.60	\$ 6.00	\$ 15.60	\$ 6.00	\$ 16.20	\$ 6.00	\$ 16.80

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Estimated Maintenance Rates by Region: Pricing effective for 12 months from award date.

MAINTAINANCE SERVICE DESCRIPTION	UOM	Region 1 (West)		Region 2 (Central)		Region 3 (SE)		Region 4 (Northeast)		Region 5 (NY)	
		Standard Rates	Union Rates	Standard Rates	Union Rates	Standard Rates	Union Rates	Standard Rates	Union Rates	Standard Rates	Union Rates
TILE: STONE-SOFT-METAMORPIC AND SEDIMENTARY											
MARBLE, LIMESTONE, TRAVERTINE, CEMENTITIOUS TERRAZZO											
Soft Stone-Chemical polish per step	SF	\$ 0.65	\$ 1.82	\$ 0.65	\$ 1.69	\$ 0.65	\$ 1.69	\$ 0.65	\$ 1.76	\$ 0.65	\$ 1.82
Soft Stone-Sealer/Impregnator	SF	\$ 0.30	\$ 0.84	\$ 0.30	\$ 0.78	\$ 0.30	\$ 0.78	\$ 0.30	\$ 0.81	\$ 0.30	\$ 0.84
Stone---Color Enhancer	SF	\$ 0.45	\$ 1.26	\$ 0.45	\$ 1.17	\$ 0.45	\$ 1.17	\$ 0.45	\$ 1.22	\$ 0.45	\$ 1.26
Soft Stone-Slurry Disposal	HR	\$ 75.00	\$ 135.00	\$ 75.00	\$ 195.00	\$ 75.00	\$ 195.00	\$ 75.00	\$ 202.50	\$ 75.00	\$ 135.00
Additional mobilization after first mobilization	EA	\$ 1,500.00	\$ 1,750.00	\$ 1,500.00	\$ 1,750.00	\$ 1,500.00	\$ 1,750.00	\$ 1,500.00	\$ 1,750.00	\$ 1,500.00	\$ 1,750.00
MISCELLANEOUS AND GENERAL PRICING											
Project Management per hour	HR	\$ 150.00	\$ 225.00	\$ 100.00	\$ 150.00	\$ 100.00	\$ 150.00	\$ 125.00	\$ 187.50	\$ 150.00	\$ 225.00
If travel is required:											
Lodging invoiced at cost											
Per diem for meals per technician	EA	\$ 55.00	\$ 55.00	\$ 45.00	\$ 45.00	\$ 45.00	\$ 45.00	\$ 50.00	\$ 50.00	\$ 55.00	\$ 55.00
In-House Janitorial Training - 4 hours	EA	\$ 450.00	\$ 650.00	\$ 450.00	\$ 450.00	\$ 450.00	\$ 450.00	\$ 450.00	\$ 600.00	\$ 450.00	\$ 650.00
Vehicle Travel per mile after 50 miles	EA	\$ 0.65	\$ 0.65	\$ 0.65	\$ 0.65	\$ 0.65	\$ 0.65	\$ 0.65	\$ 0.65	\$ 0.65	\$ 0.65
Hourly charge per person	HR	\$ 85.00	\$ 115.00	\$ 85.00	\$ 125.00	\$ 85.00	\$ 125.00	\$ 85.00	\$ 115.00	\$ 85.00	\$ 115.00

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Custom Options

Standard	Variation	*Price per SQ. Yard (USD)	Type
Broadloom			
Classicbac®	Ultraloc®	\$2.82	Backing Option
Classicbac®	Ultraloc® MB	\$1.78	High performance, top-down moisture barrier
Classicbac®	Ultraloc® MP	\$6.52	High performance, top-down moisture barrier
Classicbac®	Ultraloc® MPC	\$7.78	Attached High Perform. Cushion
Classicbac®	Classicbac® PC	\$7.05	Attached Cushion
Ultraloc®	Ultraloc® MB	\$1.05	High performance, top-down moisture barrier
Ultraloc®	Ultraloc® MP	\$6.80	High performance, top-down moisture barrier
Ultraloc®	Ultraloc® MPC	\$7.49	Attached High Perform. Cushion
Ultraloc®	Classicbac® PC	\$6.18	Attached Cushion
Ultraloc® MB	Ultraloc® MP	\$4.97	High performance, top-down moisture barrier
Ultraloc® MB	Ultraloc® MPC	\$7.00	Attached High Perform. Cushion
Ultraloc® MB	Classicbac® PC	\$5.95	Attached Cushion
Ultraloc® MP	Ultraloc® MPC	\$3.40	Attached High Perform. Cushion
Ultraloc® MP	Classicbac® PC	\$1.46	Attached Cushion
Classicbac® PC	Ultraloc® MPC	\$1.86	Attached High Perform. Cushion
Tile			
StrataWorx®	EcoWorx®	\$1.95	PVC-free
StrataWorx®	EcoLogix®	\$6.95	Cushion backing
StrataWorx®	EcoWorx® ES	\$3.93	Peel and Stick self adhesive
StrataWorx®	EcoLogix® ES	\$8.93	Attached Cushion Peel and Stick
EcoWorx®	EcoLogix®	\$5.00	Polyurethane Recycled Cushion
EcoWorx®	EcoWorx® ES	\$2.60	Peel and Stick self adhesive
EcoWorx®	EcoLogix® ES	\$6.98	Attached Cushion Peel and Stick
EcoLogix®	EcoLogix® ES	\$1.98	Attached Cushion Peel and Stick
Custom Color, Weight, Pattern, or Size	up to + \$ 4.50 sq. yd		Custom Options
*If exchange rate is ± 10%, then we will reevaluate and adjust accordingly, from current value.			

*Price may vary based on the product selected and may exceed the pricing shown above. Please contact your local Shaw representative for exact pricing prior to submitting your purchase order.

Not all styles can be made custom in all colors, weights, patterns, or sizes. Please contact your local Shaw representative for assistance.

Minimums and overage requirements apply. Please contact your local Shaw representative for details.



Solicitation Number: 080819 CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Shaw Industries, Inc., 616 E. Walnut Avenue, Dalton, GA 30721 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to its members. Participation is open to all levels of governmental entity, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and its Members (Members).

For clarification and avoidance of doubt, this Contract entirely supersedes and replaces the prior Contract version, signed on October 8, 2019.

1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

B. EXPIRATION DATE AND EXTENSION. This Contract expires October 11, 2023, unless it is cancelled sooner pursuant to Article 24. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.

C. SURVIVAL OF TERMS. Articles 11 through 16 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in Vendor's product and pricing list. Unless agreed to by the Member in advance, Equipment or Products must be delivered as operational to the Member's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

- B. **LAWS AND REGULATIONS.** All Equipment, Products, or Services must comply fully with applicable federal laws and regulations, and with the laws of the state or province in which the Equipment, Products, or Services are sold.
- C. **WARRANTY.** Vendor warrants that all Equipment, Products, and, subject to the applicable generally-published manufacturer's limited product warranty, Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. Vendor's dealers and distributors must agree to assist the Member in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Vendor's warranty will be passed on to the Member. EXCEPT AS EXPRESSLY SET FORTH HEREIN AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, VENDOR MAKES NO OTHER WARRANTIES FOR ANY EQUIPMENT, PRODUCTS, SERVICES, OR MATERIALS PROVIDED UNDER THIS AGREEMENT AND HEREBY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR USE.
- D. **DEALERS AND DISTRIBUTORS.** Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized Distributors/Dealers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

Regardless of the payment method chosen by the Member, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Member at the time of purchase.

When providing pricing quotes to Members, all pricing quoted must reflect a Member's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Member's requested delivery location.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Members. Members reserve the right to inspect the Equipment and Products at a reasonable time after delivery where

circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

Vendor must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcwell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Member will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Member.

B. SALES TAX. Each Member is responsible for supplying the Vendor with valid tax-exemption certification(s). When ordering, Members must indicate if it is a tax-exempt entity. Unless exempt, Members shall be responsible for all applicable taxes arising from the provision of Products, Equipment, or Services under this Contract.

C. HOT LIST PRICING. At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcwell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcwell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Members.

4. PRODUCT AND PRICING CHANGE REQUESTS

Vendor may request Equipment, Product, Service, or price changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcwell Price and Product Change Request Form to the assigned Sourcwell Contract Administrator. Sourcwell's approval of such requests shall not be unreasonably withheld. Notwithstanding anything herein to the contrary, Sourcwell will approve all Equipment, Product, and/or Service price increases without limitation if attributable to a material change to applicable duties, taxes, tariffs, similar charges, or other government action, and Sourcwell will use commercially reasonable efforts to expedite the effective implementation of such price increase. This form is available from the assigned Sourcwell Contract Administrator. At a minimum, the request must:

- Identify the applicable Sourcwell contract number
- Clearly specify the requested change
- Provide sufficient detail to justify the requested change
- Individually list all Equipment, Products, or Services affected by the requested

- change, along with the requested change (e.g., addition, deletion, price change)
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and be incorporated by reference.

5. MEMBERSHIP, CONTRACT ACCESS, AND MEMBER REQUIREMENTS

A. MEMBERSHIP. Membership in Sourcewell is open to public and nonprofit entities across the United States and Canada; such as municipal, state/province, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Members that can legally access the Equipment, Products, or Services under this Contract. A Member's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Vendor understands that a Member's use of this Contract is at the Member's sole convenience and Members reserve the right to obtain like Equipment, Products, or Services from any other source.

Vendor is responsible for familiarizing its sales and service forces with Sourcewell membership requirements and documentation and, where appropriate, will use commercially reasonable efforts to encourage potential members to join Sourcewell, unless such potential member is already a member of another group purchasing organization or similar organization. Sourcewell reserves the right to add and remove Members to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Member policies and procedures, and all applicable laws.

6. MEMBER ORDERING AND PURCHASE ORDERS

A. PURCHASE ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, Member must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically a Member will issue a purchase order directly to Vendor. Members may use their own forms for purchase orders, but it should clearly note the applicable Sourcewell contract number. Members and/or their authorized purchasing agent, contractor, or similar designee shall be solely responsible for noting the applicable Sourcewell contract number on all purchase orders. Members will be solely responsible for payment and Sourcewell will have no liability for

any unpaid invoice of any Member.

B. **ADDITIONAL TERMS AND CONDITIONS.** Additional terms and conditions to a purchase order may be negotiated between a Member and Vendor, such as job or industry-specific requirements, legal requirements (such as affirmative action or immigration status requirements), or specific local policy requirements. Any negotiated additional terms and conditions must never be less favorable to the Member than what is contained in Vendor's Proposal.

C. **PERFORMANCE BOND.** If reasonably requested by a Member, Vendor may provide a performance bond that meets the requirements set forth in the Member's purchase order.

D. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Member requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Member and the Vendor may enter into a separate, standalone agreement, apart from this Contract. Sourcwell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

E. **TERMINATION OF PURCHASE ORDERS.** Members may terminate a purchase order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

1. The Member fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal or state laws or regulations prohibit the purchase or change the Member's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Member.

F. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Member's purchase order will be determined by the Member making the purchase.

7. CUSTOMER SERVICE

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Vendor will assign an Account Representative to Sourcwell for this Contract and must provide prompt notice to Sourcwell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcwell and Member inquiries; and
- Business reviews to Sourcwell and Members, if applicable.

B. **BUSINESS REVIEWS.** Vendor must perform a minimum of one business review with Sourcwell per contract year. The business review will cover sales to members, pricing and

contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

- A. **CONTRACT SALES ACTIVITY REPORT.** Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcewell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made). Except to the extent applicable law deems the Report and its underlying information public or requires its disclosure, the foregoing will be limited by Vendor's applicable confidentiality obligations, including without limitation any contractual obligations to Members.

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
 - Customer Physical Street Address;
 - Customer City;
 - Customer State;
 - Customer Zip Code;
 - Customer Contact Name;
 - Customer Contact Email Address;
 - Customer Contact Telephone Number;
 - Sourcewell Assigned Entity/Member Number;
 - Item Purchased Description;
 - Item Purchased Price;
 - Sourcewell Administrative Fee Applied; and
 - Date Purchase was invoiced/sale was recognized as revenue by Vendor.
- B. **ADMINISTRATIVE FEE.** In consideration for the support and services provided by Sourcewell, the Vendor will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Members under this Contract. The Vendor will submit a check payable to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total net sales of all Equipment, Products, and Services purchased by Members under this Contract during each calendar quarter, less any applicable taxes, freight, fees, and discounts and less amounts attributable to any Services, freight, delivery installation, unpaid invoices, returned Products or materials, or credits issued. Orders under this Contract will only be eligible for the administrative fee if the Member notes the applicable Sourcewell contract number on the purchase order when submitting such purchase order. Payments should note the Sourcewell-assigned contract number in the memo and must be mailed to the address above "Attn: Accounts Receivable." Payments must be received no later than forty-five (45) calendar days after the end of each calendar quarter.

Vendor agrees to cooperate with Sourcewell in auditing transactions under this Contract to

ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Vendor is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than thirty (30) days from the cancellation date.

Sourcewell is solely responsible for notifying any Member or other entity participating hereunder of its Administrative Fee and for complying with all laws and regulations related or applicable to such Administrative Fee.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Vendor's Authorized Representative is the person named in the Vendor's Proposal. If Vendor's Authorized Representative changes at any time during this Contract, Vendor must promptly notify Sourcewell in writing.

10. ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. ASSIGNMENT. Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

B. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.

C. WAIVER. If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

D. CONTRACT COMPLETE. This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.

E. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, master-servant, principal-agent, or any other relationship.

11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Members, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees brought against Sourcewell or its Member by a third party to the extent, arising out of the performance of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications.

12. AUDITS

- A. Sourcewell reserves the right to review the books, records, documents, and accounting procedures and practices of the Vendor pursuant to this Contract solely to the extent necessary to verify Vendor's compliance with its obligations hereunder for a minimum of six (6) years from the end of this Contract. This clause extends to Members as it relates to business conducted by that Member under this Contract.

13. GOVERNMENT DATA PRACTICES

Vendor and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this Contract.

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

14. INTELLECTUAL PROPERTY

As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Members against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Members by any person on account of the authorized use of any Equipment or Products by Sourcewell or its Members in accordance with their applicable specifications supplied by Vendor under this Contract in violation of applicable patent or copyright laws.

15. PUBLICITY, MARKETING, AND ENDORSEMENT

- A. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

B. **MARKETING.** Any direct advertising, marketing, or offers with Members must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

C. **ENDORSEMENT.** The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

16. GOVERNING LAW, JURISDICTION, AND VENUE

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

17. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

18. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

19. PERFORMANCE, DEFAULT, AND REMEDIES

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. **Notification.** The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. **Escalation.** If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have not less than sixty (60) calendar days, unless otherwise approved in writing, to cure an outstanding issue or, in the event such issue cannot be cured within sixty (60) calendar days, to take material steps to cure such issue, provided that Vendor must continue to diligently pursue such cure until complete.
3. **Performance while Dispute is Pending.** Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue

without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Members as a result of such failure to proceed will be borne by the Vendor.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Member order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

20. INSURANCE

A. **REQUIREMENTS.** At its own expense, Vendor must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. **Workers' Compensation and Employer's Liability.**

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. **Commercial General Liability Insurance.** Vendor will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition). At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury
 \$2,000,000 aggregate for Products-Completed operations
 \$2,000,000 general aggregate

3. Commercial Automobile Liability Insurance. During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer).

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. Umbrella Insurance. During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. Network Security and Privacy Liability Insurance. During the term of this Contract, Vendor will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Vendor's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Vendor to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. All policies must include there will be no cancellation, suspension, non-renewal, or reduction of coverage without thirty (30) days' prior written notice to the Vendor.

Upon request, Vendor must provide to Sourcewell copies of applicable policies and endorsements, within ten (10) days of a request. Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. **ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE.** Vendor agrees to name Sourcewell and its Members, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. **WAIVER OF SUBROGATION.** Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies).

F. **SELF-INSURED RETENTIONS.** Any self-insured retention in excess of \$10,000 is subject to Sourcewell's approval.

21. COMPLIANCE

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Vendor must maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Members.

22. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Vendor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcewell in writing.

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs

operated by the State of Minnesota, the United States federal government, or any Member. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

23. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Members that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Members may also require additional requirements based on specific funding specifications. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Member accesses Vendor’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 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 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person

employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. § 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to 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 must 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. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award 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). Vendor certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in

the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 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. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have 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 any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Vendors must 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 non-federal award. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of three (3) years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Vendor must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Vendor must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is

a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

24. CANCELLATION

Sourcewell or Vendor may cancel this Contract at any time, with or without cause, upon sixty (60) days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor's Proposal. Termination of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to termination.

Sourcewell
DocuSigned by:
By: Jeremy Schwartz
C0FD2A139D06489...
Jeremy Schwartz
Title: Director of Operations & Procurement/CPO
Date: 10/30/2019 | 8:29 AM CDT

Shaw Industries, Inc.
DocuSigned by:
By: Darrien Munroe
48D7E282A6BA405...
Darrien Munroe
Title: Contract Specialist
Date: 11/1/2019 | 7:42 AM CDT

Approved:
DocuSigned by:
By: Chad Coquette
7E42B8F817A64CC...
Chad Coquette
Title: Executive Director/CEO
Date: 10/30/2019 | 8:31 AM CDT

RFP#080819 - Flooring Materials with Related Supplies and Services

Vendor Details

Company Name: Shaw Industries, Inc.
Does your company conduct business under any other name? If yes, please state: Shaw Contract, Patcraft
Address: 616 East Walnut Avenue
Dalton, 30721 GA
Contact: Brande Poulnot
Email: brande.poulnot@shawinc.com
Phone: 770-387-7284
Fax: 770-387-7856
HST#: 35-2162582

Submission Details

Created On: Monday June 17, 2019 15:26:31
Submitted On: Thursday August 08, 2019 15:00:07
Submitted By: Chaz Wolfenbarger
Email: chaz.wolfenbarger@shawinc.com
Transaction #: 0644f85d-f95f-4d53-9a23-6fb9a5a93f35
Submitter's IP Address: 104.129.206.83

Specifications

Proposer Identity & Authorized Representatives

Line Item	Question	Response *
1	Proposer Legal Name (and applicable d/b/a, if any):	Shaw Industries, Inc.
2	Proposer Address:	616 E. Walnut Ave. Dalton, GA 30721
3	Proposer website address:	www.shawinc.com
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer):	Robert M. Chandler, Executive Vice President, Commercial Division bob.chandler@shawinc.com 706.532.3470 616 E. Walnut Ave. Dalton, GA 30721
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Randa Thayer, VPSA, Government randa.thayer@shawinc.com 770-241-0910 616 E. Walnut Ave. Dalton, GA 30721
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Karen Kramer, VPSA, Government karen.kramer@shawinc.com 206-437-1540 616 E. Walnut Ave. Dalton, GA 30721

Company Information and Financial Strength

Line Item	Question	Response *
7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Shaw started in 1946 as Star Dye Company and transitioned to carpet manufacturing in 1967. Shaw emerged as a public company in 1971. Throughout the next decade, our strategy was to build a vertical supply chain so we could control our quality from start to finish. By 1989, we were the largest carpet manufacturer in the world. Because of our dominant market share, strong management team, innovative thinking, and quality performance, Berkshire Hathaway acquired us in 2001. Today, we are a full-service flooring company with 22,000 employees around the globe and products for every flooring category, including broadloom, carpet tile, resilient, hardwood, laminate, and tile and stone flooring products and synthetic turf. Our key values are honesty, integrity, and passion.
8	Provide a detailed description of the products and services that you are offering in your proposal.	We are providing products and installation services for those products. Additionally, we will be offering maintenance services through SOILD. Our products include broadloom, carpet tile, resilient, engineered wood, and hardwood.
9	What are your company's expectations in the event of an award?	We would meet with your staff to finalize the marketing plan and reporting, We want you to be comfortable with our staff and plan going forward.
10	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	We are a subsidiary of Berkshire Hathaway. Attached is Berkshire's annual report. In addition, we are happy to provide our Shaw specific financials upon receipt of a non-disclosure agreement from you. An NDA is attached for your signature.
11	What is your US market share for the solutions that you are proposing?	(Requested) Our US market share for commercial products is: Broadloom Carpet Tile Resilient Wood
12	What is your Canadian market share, if any?	(Requested) Our Canadian market share for commercial products is: Broadloom Carpet Tile Resilient Wood
13	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No
14	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Shaw is primarily a manufacturer of floorcovering products. We also provide installation services for those products. We have 22,000 employees globally involved in all aspects of production and sales. We have 300 sales representatives in the US and Canada who are employees. We also have an inhouse service team. The only services we outsource are installation and maintenance, although we manage their work through our Shaw Integrated Solutions division.
15	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Shaw has business licenses in each of our locations. When we hire an installation company, we vet their licenses.
16	Provide all "Suspension or Disbarment" information that has applied to your organization during the past ten years.	There are none.
17	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	There are none.

Industry Recognition & Marketplace Success

Line Item	Question	Response *
18	Describe any relevant industry awards or recognition that your company has received in the past five years	<p>Patcraft</p> <p>2019:</p> <ul style="list-style-type: none"> - Best of Neocon Gold - Deconstructed Felt - Carpet Modular - Best of Neocon Gold - Handloom - Resilient - Metropolis Likes for Handloom - Buildings' Product Innovation for Deconstructed Felt - Interior + Sources HiP award for Subtle Impressions. - Coverage in Contract, Metropolis, Specify, Interior Design, Interiors + Sources, Archiproducts, Floor Covering News, Floor Covering Weekly, Floor Trends Magazine, Floor Focus, Green Operations, McMorrow Reports, and Office Insight. <p>2018:</p> <ul style="list-style-type: none"> - Adex Platinum - Deconstructed Metal - Adex Platinum - Material Paradox - Adex Platinum - Subtractive Layers - Adex Gold - AdMix - Adex Gold - Isle of Skye - MetropolisLikes - Artefact - Best of NeoCon Silver - Dichroic - Carpet Modular - School Planning & Management and College Planning and Management New Product of the Year - Tangible Hue - Interior Design Best of Year Awards Honoree - Dichroic - HiP Honoree Manufacturer: Seller - Megghan Hoyt - HiP Honoree Workplace: Flooring: Hard Surface - Woodtone - Product Innovations Merit Award (2nd Place) - Artefact - Davey Award (Silver) Websites-Construction for Websites - Shaw Sound Advisor <p>2017:</p> <ul style="list-style-type: none"> - Best of Neocon Silver - Hardsurface - Subtractive Layers - Buildings Product Innovation Grand Award (1st place) - Subtractive Layers - HiP Product Designer "Rising Star" - Kelly Stewart <p>2016:</p> <ul style="list-style-type: none"> - Best of Neocon Silver - Healthcare - AdMix - Floor Covering Weekly's GreenStep Awards Honoree - Deconstructed Black - Nightingale Silver - Hard Surface - AdMix - Nightingale Silver - Resilient - Vinings <p>Shaw Contract</p> <p>2019:</p> <ul style="list-style-type: none"> - IIDA/HD Product Design Competition - Best Carpet/Rugs - Community -Contract's Best of NeoCon Award - Silver, Modular Flooring - Suited - Mixology Award - Product of the Year, Flooring - Inside Shapes - IIDA GlobalShop Product Design Competition - Best Flooring - Natural Choreography <p>2018:</p> <ul style="list-style-type: none"> - Metropolis Likes - Haven - Contract's Best of NeoCon Award - Gold, Modular Flooring - Haven - Healthcare Design's Nightingale Award - Gold, Modular Flooring - Haven - Interior Design Magazine HiP Award - Best Workplace Flooring - Inside Shapes - Interior Design Magazine's Best of the Year Award - Carpet - Inside Shapes - Dezeen's Product Award Longlist - Inside Shapes - IIDA/HD Product Design Competition - Best Resilient Flooring - Natural Choreography - Contract's Best of NeoCon Award - Silver, Hard Surface - Natural Choreography - Healthcare Design's Nightingale Award - Silver, Hard Surface - Natural Choreography - GlobalShop's Best Flooring and Best of Competition - Canvas <p>2017:</p> <ul style="list-style-type: none"> - IIDA/HD Product Design Competition Winner - Best in Flooring - Carpet - Off the Grid <p>2016:</p> <ul style="list-style-type: none"> - Best of NeoCon Silver Award - Carpet Broadloom - Modern Edit - NeoCon Editor's Choice Award - LVT - Modern Edit - Best of NeoCon Gold - Compose Design Tool - Architizer Award - The Studio/Painting - The Sleep Event BCFA - Product of the Year Award - Noble Materials - GlobalShop Best of Flooring - Noble Materials <p>In 2019, Shaw Industries as a whole was ranked #3 on Forbes list for the Best Employers in the state of Georgia. We also made the Official Shipper of the Choice list in 2019.</p> <p>Corporate awards in 2017 are:</p> <ul style="list-style-type: none"> - GE Ecomagination Leadership Award-Clear Path Recycling - GE Return on Environment Award-Clear Path Recycling - Sustainable Purchasing Leadership Council (SPLC) 2017 Purchasing Leadership Awards

		<ul style="list-style-type: none"> — Market Transformation Leadership Award — Supplier Leadership Award - Floor Covering News Awards of Excellence - Environmental Leadership Award - USGBC LEED Gold: Shaw Contract - New York Showroom - USGBC LEED Silver: Shaw Contract - Atlanta Showroom - Selling Power magazine - 50 Best Companies to Sell For - eLearning! magazine - Learning 100 - Training magazine - 2017 Training Top 125
19	What percentage of your sales are to the governmental sector in the past three years	2016: 7.9% 2017: 8.8% 2018: 9.1%
20	What percentage of your sales are to the education sector in the past three years	2016: 16.8% 2017: 18.1% 2018: 20.2%
21	List any state or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	<p>We are currently on contract with Sourcewell as well as 6 other cooperatives.</p> <p>KCDA Keystone Purchasing Network - KPN Massachusetts Higher Education Consortium - MHEC Panhandle Area Educational Consortium - PAEC Purchasing Association of Cooperative Entities - PACE Purchasing Cooperative of America - PCA</p> <p>We have the following state contracts which are: Kentucky, Massachusetts, Pennsylvania, Virginia, Alaska, Arizona, California, Colorado, Connecticut, Delaware, Florida, Iowa, Kansas, Louisiana, Michigan, Minnesota, Mississippi, Missouri, Nevada, New Jersey, New York, North Carolina, Ohio, Oregon, South Dakota, Tennessee, Utah, Vermont, Washington, and West Virginia.</p> <p>Our client information is confidential. We do not share their sales numbers. In turn, we would not share Sourcewell's numbers.</p>
22	List any GSA contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	<p>We have the following Government Purchasing Contract: GSA</p> <p>Our client information is confidential. We do not share their sales numbers. In turn, we would not share Sourcewell's numbers.</p>

References/Testimonials

Line Item 23.

Entity Name *	Contact Name *	Phone Number *
Department of Management Services, Florida	Victoria Mitchell victoria.mitchell@dms.myflorida.com	850.921.6014
Cabarrus County	Monty Eudy mdeudy@cabarruscounty.us	704.920.3216
City of Port St. Lucie	Wendy Ritacco writacco@cityofpsl.com	772.873.6367

Top Five Government or Education Customers

Line Item 24. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *
Sourcewell	Government	Minnesota - MN	Flooring Material and Full Turnkey material and installation services.	Confidential	Confidential
GSA	Government	District of Columbia - DC	Flooring Material and Full Turnkey material and installation services.	Confidential	Confidential
State of Oregon	Government	Oregon - OR	Flooring Material and Full Turnkey material and installation services.	Confidential	Confidential
State of Ohio	Government	Ohio - OH	Flooring Material and Full Turnkey material and installation services.	Confidential	Confidential
NASPO	Non-Profit	Kentucky - KY	Flooring Material and Full Turnkey material and installation services.	Confidential	Confidential

Ability to Sell and Deliver Service Nationwide

Describe your company's capability to meet the needs of Sourcwell Members across the US, and Canada if applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *
25	Sales force.	We have more than 500 highly trained sales professionals throughout the US and Canada. Our qualified professionals are strategically located to best support our customers. They are equipped to provide our customers with best-in-class design, product, and overall customer support.
26	Dealer network or other distribution methods.	Your members will have easy access to products. We sell directly to customers or through dealers. We currently do business with thousands of dealers in the US and Canada.
27	Service force.	Surveys in Floor Focus rank Shaw as number one in service. Service is generally provided by our sales team; however, we have a technical services team of 39 employees, 18 of which can provide on-site support. These technical experts provide testing, installation support, and maintenance support.
28	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Our sales and technical service teams typically respond within 24 hours. We have general manufacturing times of carpet in 4 weeks, carpet tile in 6 weeks and resilient with no lead time (products are in stock). Standard delivery is typically within 5 days. When an order is placed, our customer service representatives provide specific delivery dates. As a vertically integrated company, we own and operate the largest private trucking fleet in the flooring industry. Additionally, we have hundreds of services providers throughout the U.S. These vital resources help us to meet our service goals.
29	Identify any geographic areas of the United States that you will NOT be fully serving through the proposed contract.	We service all areas.
30	Identify any Sourcwell Member sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	We will serve all sectors.
31	Define any specific contract requirements or restrictions that would apply to our Members in Hawaii and Alaska and in US Territories.	We do not provide installation or maintenance services in US territories.

Marketing Plan

Line Item	Question	Response *
32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Setting the correct price is a key part of our strategy: too low and our sales team is not motivated to sell, too high and our customers are not properly served. So we think very carefully about our pricing. Because we are the largest carpet manufacturer and one of the largest flooring manufacturers, we manage many contracts and understand what works. We have three brands on your contract and each has a marketing manager. Kieren Corcoran with Patcraft, Michelle Carpenter with Shaw Contract and Quentin Quatham with Philadelphia Commercial will develop and implement the marketing plan for the Sourcwell contract. First, operationally, your contract will be available on our internal site 24/7 for our sales representatives to use and updated in all of our data systems. Then, our main marketing avenues are web calls, email blasts, Facebook, Twitter, Pinterest, Instagram, YouTube, flyers, and trade shows. Attached are some marketing materials we have used in the past.
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	We will consider all of our social media channels for your marketing plan: email blasts, Facebook, Twitter, Pinterest, Instagram, and YouTube. We track metadata for our media marketing outlets to determine our most effective messaging content.
34	In your view, what is Sourcwell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcwell-awarded contract into your sales process?	We have been very pleased with our relationship. We appreciate your flexibility and responsiveness. This is the most important thing you bring to the sales process. As you know, we manage many contracts. You are one of our oldest and largest buying cooperatives and our sales representatives are already familiar with your contract. Your contract and marketing material will be available on-line for our sales teams. We will host a web call with our representatives outlining the contract, presenting the marketing materials and answering questions. Shaw's three marketing managers will alert sales representatives when we attend trade shows so they can participate. The marketing managers will be available to assist representatives with any questions along the way.
35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Yes, your members can order through EDI.

Value-Added Attributes

Line Item	Question	Response *
36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell Members. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	We have the most robust service team in the industry. We provide free installation and maintenance training to Sourcewell Members. First, we provide written instruction. Second, we provide video instruction. This is particularly helpful when bringing on new staff. Finally, we can arrange for on-site training.
37	Describe any technological advances that your proposed products or services offer.	Our EcoWorx carpet tile is PVC free, which is important to those members reducing their dependence on PVC. Our LokDots dry adhesive tabs make installation quicker and there is less waste than with wet adhesive. LokWorx dry adhesive tabs allow members to build their own rugs with carpet tile, a popular option for those installing hard surface flooring to reduce the noise. We offer a new wet adhesive that members can use for carpet or resilient flooring. and the pail is resealable. It can be reused up to 3 times. This saves storage space and simplifies the installation process. Our new, lightweight, StrataWorx carpet tiles are well suited when your members need a carpet tile at a broadloom price.
38	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	<p>Our company green initiatives are:</p> <ul style="list-style-type: none"> - Products designed to be recyclable and to use less material - Manufacturing processes that continually reduce our impact on the environment - less water, less energy, and less waste. - Simple recycling services for our customers <p>Our progress is reported annually in our sustainability report at https://shawinc.com/Newsroom#Sustainability-Reports.</p> <p>Our carpet tile manufacturing facilities are ISO 14001 certified (environmental) and ISO 9001 certified (quality) by BSN. (environmental and quality respectively). Our commercial manufacturing facilities are carbon neutral.</p> <p>To help our customers assess our products, we provide:</p> <ul style="list-style-type: none"> *Health Product Declarations (health impact) *Environmental Product Declarations (environmental impact) *Declare Labels (showing our ingredients)
39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	<p>Our product certifications include:</p> <ul style="list-style-type: none"> *Cradle to Cradle Certification by the Innovation Institute (carpet) *NSF 140 certification from ANSI (carpet) *Green Label Plus (air quality) from The Carpet and Rug Institute *FloorScore certification from SCS Global Services (for resilient) *SmartWay certification for the efficient use of fuel
40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	As a private company owned by a corporation Berkshire Hathaway, we do not qualify as a minority enterprise.
41	What unique attributes does your company, your products, or your services offer to Sourcewell Members? What makes your proposed solutions unique in your industry as it applies to Sourcewell members?	Dealers, designers and facility managers consistently rank Shaw's service and quality as the best in the industry. Our products are on the cutting edge of innovation and the 35 people in our service division are available to answer questions, provide testing or arrange training.
42	Identify your ability and willingness to provide your products and services to Sourcewell member agencies in Canada.	We provide Sourcewell agencies in Canada with the same level of service as the US with the exception of installation services.

Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *
43	Do your warranties cover all products, parts, and labor?	Yes, we offer detailed warranties on each of our products, including lifetime warranties on our EcoWorx tile products. We also provide a workmanship warranty for our installation services.
44	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Yes, you must install the product according to instructions and you must maintain the products according to maintenance instructions. These instructions are available on the website, through the dealer, and through our customer service department.
45	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Yes.
46	Are there any geographic regions of the United States (and Canada, if applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell Members in these regions be provided service for warranty repair?	No.
47	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	We cover the warranty service for all of the products we sell.
48	What are your proposed exchange and return programs and policies?	If you cancel your running line product prior to shipping, there is no restock or cancellation fee. If your order has shipped, you will incur restocking and freight fees. For broadloom under 75 feet, the charge is 25% of the invoice plus freight. For broadloom over 75 feet, the charge is 15% of the invoice plus freight. For carpet tile, the charge is 25% plus freight. If we ship products in error or with defective material, your products will be returned at no charge. We will replace your order as soon as possible. If there are special circumstances related to the cancellation, we will work with you to minimize costs.
49	Describe any service contract options for the items included in your proposal.	We are only offering products in this proposal.

Payment Terms and Financing Options

Line Item	Question	Response *
50	What are your payment terms (e.g., net 10, net 30)?	Net 30
51	Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?	No.
52	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell Members' purchase orders.	<p>We have a comprehensive ordering process for each type of flooring transaction: Material-only orders, Turnkey orders, and Dealer Material-only orders. The process for each of these is as follows:</p> <p>Material ONLY orders Customer emails SIS with order request listing: Customer Information, Bill to address, Job name, Shaw Product, and Adhesive. SIS - creates a proposal and sends it to the customer / end-user for review. If the customer accepts the proposal, the customer will need to issue a formal purchase order back to SIS. SIS - processes the order and emails customer with stock/backorder information, along with an order confirmation and live order tracking link. Material is shipped to the customer. SIS - Customer is invoiced and pays SIS per the invoice.</p> <p>Turnkey orders Customer emails SIS with order request listing: Customer Information, Bill to address, Job name, Shaw Product, Adhesive. (The Installation vendor can send this as well if they are working directly with the customer) Installation Vendor provides labor quote SIS - creates a turnkey proposal and sent to the Customer / End-user If the customer accepts the proposal, the customer will need to issue a formal purchase order back to SIS. SIS - processes the order and emails customer and installer with stock/backorder information, along with an order confirmation and live order tracking link. Material is shipped out to the Installation Vendor or customer. (Depends on storage at the job site) SIS - work order and customer work release forms are sent to installation vendor When the job is completed, the signed work order and customer work release are sent to SIS SIS - pays the installation vendor SIS - send the customer is invoiced and pays SIS per the invoice.</p> <p>Dealer Material ONLY The dealer sends the customer proposal for material and labor services (if needed). The dealer sends SIS a PO for "material only" (This is for reporting to Sourcewell) (Dealer must sign a dealer participation agreement, if one is not on file, SIS will provide) Dealer PO must have the following information: - Sourcewell Member number and member name - Shaw Industries Contract # 121715</p> <p>SIS processes the order and emails the dealer with stock/backorder information, along with an order confirmation and live order tracking link. Dealer is invoiced for Shaw material.</p> <p>We have four SIS points of contacts for different regions: - Melanie Taylor - Southeast, South Central, West Coast, HI & AK o Email: melanie.taylor@shawinc.com o Phone: 770-276-7502 - Rosio Hernandez - North Central, Northeast, and Northwest o Email: rosio.hernandez@shawinc.com o Phone: 770-276-7511 - Crystal Zachery - New York & Florida o Email: crystal.zachery@shawinc.com o Phone: 706-276-7509 - Farrah Finley - Canada o Email: farrah.finley@shawinc.com o Phone: 770-276-7505</p>
53	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell Members for using this process?	Yes, we do accept a P-card. There is a fee of 2%

Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *
54	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	We are providing line-item discounts. On our submittal, we show the list price, the discount, and the agency price. We do show the product name and number but not a specific SKU. An SKU would be specific to the color level.
55	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Our discount is per item and on our pricing sheet, we show that discount percentage.
56	Describe any quantity or volume discounts or rebate programs that you offer.	We are not offering any quantity or volume discounts on this contract; however, it is a not-to-exceed price. On a case by case basis, we would extend a volume discount. That number varies based on the specific product, location, and delivery requirements.
57	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	If we source items for your members, there is no charge. If we source services, which are more involved, we charge our customer cost plus 12%.
58	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	This price is direct to your member. It does not include dealer handling cost, freight or taxes.
59	If freight, delivery, or shipping is an additional cost to the Sourcewell Member, describe in detail the complete freight, shipping, and delivery program.	Freight costs are not included in the member price and will be listed separately on purchase orders and invoices. Freight costs will be fully disclosed to your member prior to order placement and will be prepaid by the Contractor.
60	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Shaw uses partner carriers to deliver to Hawaii, Alaska, and Canada. For Hawaii customers, our Los Angeles distribution center delivers the product to our partner's dock and is shipped twice a week. For Alaska customers, our Seattle distribution center delivers the product to our partner's dock and ships twice weekly to Alaska. Shaw ships to Canada daily from our North Georgia hub distribution centers using our core partner carrier which has terminals in all major cities in Canada.
61	Describe any unique distribution and/or delivery methods or options offered in your proposal.	For customers on the west coast, we can offer rail delivery which is likely less expensive but may not be as timely.

Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
62	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

Audit and Administrative Fee

Line Item	Question	Response *
63	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell Members obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	Darrien Munroe is your contract administrator and he verifies that the information submitted by our Shaw Integrated Solutions Team is correct.
64	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	2%

Industry Specific Questions

Line Item	Question	Response *
65	Describe how your products contribute to or promote the health, quality of life and well-being of our members and others.	We show our members how our products contribute to health, quality of life and wellbeing by certifying our products to the highest levels, including: Cradle to Cradle Certification (life cycle certification for carpet) NSF 140 certification (life cycle certification for carpet) Green Label Plus certification (low emissions for carpet) FloorScore certification (life cycle and low emissions for hard surface) For transparency, we also provide Health Product Declarations, Environmental Product Declarations and Declare labels for our products. These certifications are listed on our specifications.
66	Describe your capability to track and report sales to Sourcewell members by your dealer network.	Our sales team will work with your members to ensure that all of their orders go through Shaw Integrated Solutions (SIS). This team of 5 people ensures that the order is coded to Sourcewell. After this information is captured, SIS routes the order to: - the dealer as an order to the dealer to receive and deliver - Shaw as a direct order delivered to the member - Shaw as a turnkey project managed by SIS where the Shaw entity supplies material and installation.
67	Describe how your organization incorporates sustainability into the manufacture, installation and recycling of your products?	Shaw begins with the end in mind. We design our products on the front end to use less material and to be easier to recycle. Our manufacturing processes are continually refined to use less water, less energy and to produce less waste. We report this progress annually in our sustainability report which is available at https://shawinc.com/Newsroom#Sustainability-Reports
68	Describe your capability to report Sourcewell member purchases of products with environmentally preferred attributes (e.g., eco labeled, rated or certified).	Reporting is managed by Darrien Munroe. Darrien pulls the data and formats it for your reports. We can report purchases of environmentally preferred products; however, that includes most of our products.
69	Describe the extent to which your products contain recycled content or are recyclable.	All of our EcoWorx products are recyclable. They contain 27-47% recycled content. Our other broadloom carpet products contain up to 14% recycled content. The exact numbers are reflected on our specifications. LVT and vinyl sheet have no recycled content and are not recyclable. Wood products contain up to 50% recycled content and can be recycled. Tile and stone have no recycled content and are not recyclable; however, they are made from a plentiful natural resource. Sustainability metrics have moved away from recycled content because recycled content can introduce contaminants and the reclamation market is weak. The emphasis today is on healthy materials.

Exceptions to Terms, Conditions, or Specifications Form

Line Item 68. NOTICE: To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcewell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification
1st paragraph	This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and [Name and Address of Vendor to be Inserted Upon Contract Award] (Vendor).	This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Shaw Industries, Inc., 616 E.Walnut Avenue, Dalton, GA 30721 (Vendor).
Section 2C	C. WARRANTY. Vendor warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Vendor warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Vendor's dealers and distributors must agree to assist the Member in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Vendor's warranty will be passed on to the Member.	C. WARRANTY. Vendor warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and, subject to the applicable generally-published manufacturer's limited product warranty, are free from defects in design, materials, and workmanship. Vendor's dealers and distributors must agree to assist the Member in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Vendor's warranty will be passed on to the Member. EXCEPT AS EXPRESSLY SET FORTH HEREIN AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, VENDOR MAKES NO OTHER WARRANTIES FOR ANY EQUIPMENT, PRODUCTS, SERVICES, OR MATERIALS PROVIDED UNDER THIS AGREEMENT AND HEREBY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR USE.
Section 3(B)	B. SALES TAX. Each Member is responsible for supplying the Vendor with valid tax-exemption certification(s). When ordering, Members must indicate if it is a tax-exempt entity.	B. SALES TAX. Each Member is responsible for supplying the Vendor with valid tax-exemption certification(s). When ordering, Members must indicate if it is a tax-exempt entity. Unless exempt, Members shall be responsible for all applicable taxes arising from the provision of Products, Equipment, or Services under this Agreement.

Section 4	Vendor may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Contract Administrator. This form is available from the assigned Sourcewell Contract Administrator. At a minimum, the request must:	Vendor may request Equipment, Product, Service, or price changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Contract Administrator. Sourcewell's approval of such requests shall not be unreasonably withheld. Notwithstanding anything herein to the contrary, all Equipment, Product, and/or Service prices are subject to immediate increase without limitation in the event of a material change to applicable duties, taxes, tariffs, similar charges, or other government action. This form is available from the assigned Sourcewell Contract Administrator. At a minimum, the request must:
Section 5(A)	Vendor is responsible for familiarizing its sales and service forces with Sourcewell membership requirements and documentation and will encourage potential members to join Sourcewell. Sourcewell reserves the right to add and remove Members to its roster during the term of this Contract.	Vendor is responsible for familiarizing its sales and service forces with Sourcewell membership requirements and documentation. Sourcewell reserves the right to add and remove Members to its roster during the term of this Contract.
Section 6(A)	A. PURCHASE ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, Member must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically a Member will issue a purchase order directly to Vendor. Members may use their own forms for purchase orders, but it should clearly note the applicable Sourcewell contract number. Members will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Member.	A. PURCHASE ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, Member must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically a Member will issue a purchase order directly to Vendor. Members may use their own forms for purchase orders, but it should clearly note the applicable Sourcewell contract number. Members shall be solely responsible for noting the applicable Sourcewell contract number on all purchase orders. Members will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Member.
Section 6(B)	B. ADDITIONAL TERMS AND CONDITIONS. Additional terms and conditions to a purchase order may be negotiated between a Member and Vendor, such as job or industry-specific requirements, legal requirements (such as affirmative action or immigration status requirements), or specific local policy requirements. Any negotiated additional terms and conditions must never be less favorable to the Member than what is contained in Vendor's Proposal.	B. ADDITIONAL TERMS AND CONDITIONS. Additional terms and conditions to a purchase order may be negotiated between a Member and Vendor, such as job or industry-specific requirements, legal requirements (such as affirmative action or immigration status requirements), or specific local policy requirements.
Section 6(C)	C. PERFORMANCE BOND. If requested by a Member, Vendor will provide a performance bond that meets the requirements set forth in the Member's purchase order.	C. PERFORMANCE BOND. If reasonably requested by a Member, Vendor may provide a performance bond that meets the requirements set forth in the Member's purchase order.
Section 8(A)	"A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcewell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).	"A. CONTRACT SALES ACTIVITY REPORT. Subject to any applicable confidentiality obligations, including without limitation any contract obligations to Members, each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcewell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

<p>Section 8(B)</p>	<p>"B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Vendor will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Members. The Vendor will submit a check payable to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Members under this Contract during each calendar quarter. Payments should note the Sourcewell-assigned contract number in the memo and must be mailed to the address above "Attn: Accounts Receivable." Payments must be received no later than forty-five (45) calendar days after the end of each calendar quarter.</p> <p>Vendor agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.</p> <p>In the event the Vendor is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than thirty (30) days from the cancellation date."</p>	<p>"B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Vendor will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Members under this Contract. The Vendor will submit a check payable to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total net sales of all Equipment, flooring Products, and Services purchased by Members under this Contract during each calendar quarter, less any applicable taxes, freight, fees, and discounts and less amounts attributable to any Services, freight, delivery installation, unpaid invoices, returned Products or materials, or credits issued. Orders under this Contract will only be eligible for the administrative fee if the Member notes the applicable Sourcewell contract number on the purchase order when submitting such purchase order. Payments should note the Sourcewell-assigned contract number in the memo and must be mailed to the address above "Attn: Accounts Receivable." Payments must be received no later than forty-five (45) calendar days after the end of each calendar quarter.</p> <p>Vendor agrees to reasonably cooperate with Sourcewell in auditing transactions under this Contract to solely to the extent necessary to verify that the administrative fee is paid on all eligible items purchased under this Contract in accordance with the terms of this Contract.</p> <p>In the event the Vendor is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than thirty (30) days from the cancellation date.</p> <p>Any Products, Equipment, or Services sold under this Contract will not be eligible for the Administrative Fee if subject to any other rebate or group purchasing organization administrative fee. Sourcewell s is solely responsible for notifying any Member or other entity participating hereunder of its Administrative Fee and for complying with all laws and regulations related or applicable to such Administrative Fee. "</p>
<p>Section 11</p>	<p>Vendor must indemnify, save, and hold Sourcewell and its Members, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications.</p>	<p>Vendor must indemnify, save, and hold Sourcewell and its Members, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, brought against Sourcewell or its Member by a third party to the extent arising out of the negligent performance of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications.</p>
<p>Section 12</p>	<p>Sourcewell reserves the right to review the books, records, documents, and accounting procedures and practices of the Vendor relevant to this Contract for a minimum of six (6) years from the end of this Contract. This clause extends to Members as it relates to business conducted by that Member under this Contract.</p>	<p>"Sourcewell reserves the right to review the books, records, documents, and accounting procedures and practices of the Vendor pursuant to this Contract solely to the extent necessary to verify Vendor's compliance with its obligations hereunder for a minimum of six (6) years from the end of this Contract. This clause extends to Members as it relates to business conducted by that Member under this Contract.</p> <p>Sourcewell and its Members agree to receive and hold Confidential Information of Vendor in trust and in strictest confidence and shall not use, reproduce, distribute, disclose, or otherwise disseminate any Confidential Information except 1) as necessary to perform its obligations hereunder or 2) as required by applicable law. Disclosures of the Confidential Information may be made only to Sourcewell or its Member's employees and agents who have a specific need to know such Confidential Information and are subject to confidentiality restrictions at least as restrictive as those contained herein. "Confidential Information" means all disclosures under this Section 12 or Section 8 as well as any non-public, confidential or proprietary information of Vendor, disclosed to Sourcewell or its Member through any method or medium, whether or not marked, designated or otherwise identified as ""confidential"" in connection with this Contract. Upon Vendor's request, Sourcewell or its Member shall promptly return or destroy all documents and other materials containing Confidential Information. The obligations and restrictions of this Section shall survive the expiration or earlier termination of the Agreement."</p>

Section 14	As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Members against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Members by any person on account of the use of any Equipment or Products by Sourcewell or its Members supplied by Vendor in violation of applicable patent or copyright laws.	As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Members against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Members by any person on account of the authorized use of any Equipment or Products by Sourcewell or its Members in accordance with their applicable specifications supplied by Vendor under this Contract in violation of applicable patent or copyright laws.
Section 19(A)(2)	2. Escalation. If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have thirty (30) calendar days to cure an outstanding issue.	2. Escalation. If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have not less than ninety (90) calendar days to cure an outstanding issue or default identified under Section 19(B).

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
 - [Financial Strength and Stability](#) - 2018 Berkshire Hathaway Inc.pdf - Friday August 02, 2019 14:29:07
 - [Marketing Plan/Samples](#) - Marketing Plan.pdf - Wednesday August 07, 2019 15:41:29
 - WMBE/MBE/SBE or Related Certificates (optional)
 - [Warranty Information](#) - SC PC PCC Warranties -.pdf - Wednesday August 07, 2019 10:47:26
 - [Pricing](#) - Shaw Soucewell Pricing 8-9-19.xlsx - Thursday August 08, 2019 14:59:00
 - [Additional Document](#) - Sourcewell Exception . Modification (Shaw 8.2).xlsx - Thursday August 08, 2019 11:41:09

Proposers Assurance of Comp

PROPOSER ASSURANCE OF COMPLIANCE

PROPOSER'S AFFIDAVIT

The undersigned, authorized representative of the entity submitting the foregoing proposal (the "Proposer"), swears that the following statements are true to the best of his or her knowledge.

1. The Proposer is submitting its proposal under its true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, the Proposer possesses, or will possess before delivering any products and related services, all applicable licenses necessary for such delivery to Sourcewell member agencies. The undersigned affirms that he or she is authorized to act on behalf of, and to legally bind the Proposer to the terms in this Contract.
2. The Proposer, or any person representing the Proposer, has not directly or indirectly entered into any agreement or arrangement with any other vendor or supplier, any official or employee of Sourcewell, or any person, firm, or corporation under contract with Sourcewell, in an effort to influence the pricing, terms, or conditions relating to this RFP in any way that adversely affects the free and open competition for a Contract award under this RFP.
3. The contents of the Proposer's proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or agent of the Proposer and will not be communicated to any such persons prior to the official opening of the proposals.
4. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request, and other documents in this solicitation and affirms that any and all exceptions have been noted and included with the Proposer's Proposal.
5. The Proposer will, if awarded a Contract, provide to Sourcewell Members the /products and services in accordance with the terms, conditions, and scope of this RFP, with the Proposer-offered specifications, and with the other documents in this solicitation.
6. The Proposer agrees to deliver products and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
8. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statute §13.591, Subd. 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals generally become public data. Minnesota Statute §13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

The Proposer understands that it is the Proposer's duty to protect information that it considers nonpublic, and it agrees to defend and indemnify Sourcewell for reasonable measures that Sourcewell takes to uphold such a data designation.

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation.
- Robert Chandler, Executive Vice President, Commercial Division

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

Yes No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

ITEM 13

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_7_RFP080819_Flooring Materials with Related Supplies and Services Fri July 26 2019 02:21 PM	<input checked="" type="checkbox"/>	--
Addendum_6_Flooring Materials with REalted Supplies and SErVICES_RFP080819 Mon July 22 2019 01:46 PM	<input checked="" type="checkbox"/>	--
Addendum_5_Flooring Materials with RElated Supplies and Services_RFP080819 Tue July 16 2019 04:11 PM	<input checked="" type="checkbox"/>	--
Addendum_4_Flooring Materials with Related Supplies and Services_RFP_080819 Tue July 16 2019 08:49 AM	<input checked="" type="checkbox"/>	--
Addendum_3_Flooring Materials with Related Supplies and Services_RFP_080819 Mon July 15 2019 03:56 PM	<input checked="" type="checkbox"/>	--
Addendum_2_Flooring Materials with Related Supplies and Services_RFP_080819 Wed July 10 2019 03:01 PM	<input checked="" type="checkbox"/>	--
Addendum_1_Flooring Materials with Related Supplies and Services_RFP#_080819 Tue July 2 2019 03:34 PM	<input checked="" type="checkbox"/>	--



DEPARTMENT OF
DEVELOPMENT REVIEW AND PERMITTING

Worcester County

GOVERNMENT CENTER
ONE WEST MARKET STREET, ROOM 1201
SNOW HILL, MARYLAND 21863

TEL: 410-632-1200 / FAX: 410-632-3008
<http://www.co.worcester.md.us/departments/drp>

MEMORANDUM

ZONING DIVISION
BUILDING DIVISION
DATA RESEARCH DIVISION

ADMINISTRATIVE DIVISION
CUSTOMER SERVICE DIVISION
TECHNICAL SERVICE DIVISION

TO: Weston S. Young, Chief Administrative Officer
FROM: Jennifer K. Keener, AICP, Director *JKK*
DATE: August 1, 2022
RE: Annexation Resolutions 565 & 566 – Town of Pocomoke City

Request: The Department is in receipt of the attached documentation from the Town of Pocomoke City relative to the proposed annexation and zoning classification of land which, according to the documentation submitted by the Town, totals approximately 0.29 acres of land located on the westerly side of Ocean Highway, and is identified as Tax Map 92, Parcel 82, Lot 2. The site is presently improved with a single-family dwelling constructed in 1950 that has a failing septic system. Annexation will allow the connection of the dwelling to the town’s public sewer system.

Findings: Section 4-416 of the Local Government Article of the Annotated Code of Maryland requires that the County find the uses within the proposed zoning classification upon annexation (B-2 General Business) are generally consistent with the uses within the existing zoning classification (C-2 General Commercial). Based upon my review, I perceive that the proposed annexation is consistent with the land uses recommended by the Comprehensive Plan and with existing zoning and land use in the area. I furthermore conclude that no action is required on the part of the County Commissioners.

Background: I would like to offer the following comments in support of this position.

At the present time under the County’s jurisdiction, the property proposed for annexation is zoned C-2 General Commercial District. The Annexation Plan, attached as Exhibit 1 to the annexation resolution submitted by the Town of Pocomoke City states that the proposed town zoning classification to be assigned to the property is B-2 General Business. Section 4-416 of the Local Government Article of the Annotated Code of Maryland states in part that “(W)without the express approval of the county commissioners or county council of the county in which the municipality is located, for 5 years after an annexation by a municipality, the municipality may not allow development of the annexed land for land uses substantially different than the authorized use, or at a substantially higher density, not exceeding 50%, than could be granted for the proposed development, in accordance with the zoning classification of the county applicable

at the time of annexation” and that “...if the county expressly approves, the municipality may place the annexed land in a zoning classification that allows a land use or density different from the land use or density specified in the zoning classification of the county or agency with planning and zoning jurisdiction over the land prior to its annexation applicable at the time of annexation.” Since the subject property is neither currently zoned for residential purposes by the County nor proposed to be by the Town, the density issue does not apply. However, the County Commissioners must consider whether the land uses permitted by the Town’s proposed zoning classification are substantially different than those allowed by the County’s zoning.

The subject property is shown as being within the Commercial Center Land Use Category on the Land Use Map associated with the 2006 Comprehensive Plan. With regard to the Commercial Center land use category, the Comprehensive Plan states that this category designates sufficient area to provide for anticipated needs for business, light industry and other compatible uses. It also states that retail, offices, cultural/entertainment, services, mixed uses, warehouses, civic, light manufacturing and wholesaling would locate in commercial centers and that strip commercial centers and franchise architecture are discouraged. It is my conclusion that the proposed zoning designation is consistent with these recommendations of the Comprehensive Plan.

The subject property is shown as a potential annexation property on Map 8 of Section 4, Municipal Growth Element, of Pocomoke City’s Comprehensive Plan adopted on October 6, 2014. It is also recognized as being within the City’s Priority Funding Area on Map 7. The site is within an existing, developed commercial corridor, is zoned commercially under the County’s jurisdiction, is adjacent to commercially zoned properties, and is in close proximity to commercially utilized properties, with several nearby properties having been the subject of previous annexations.

As it pertains to zoning classifications on adjacent and nearby properties within the County’s jurisdiction, both sides of the US Rt. 13 corridor are primarily zoned C-2 General Commercial District from the existing Pocomoke City corporate limits to the Virginia/Maryland state line, including all road frontage properties adjacent or nearby to the subject property. I have reviewed the Pocomoke City zoning regulations and determined that the uses permitted by the B-2 District are quite similar to those allowed by the County’s C-2 General Commercial District. It is my conclusion that the proposed B-2 zoning classification for the site to be annexed is consistent with existing zoning in the area and does not permit uses which are substantially different than those in the County’s zoning classification.

While the findings require us to focus on the consistency of the zoning designations, it is prudent that I point out that the current use of the property is as a single-family residential dwelling with accessory uses. This use is currently non-conforming in the C-2 District, but is allowed to continue in accordance with the non-conformity provisions of § ZS 1-122(g). As identified in the Annexation Plan prepared by the Town staff (Exhibit A, page 2), if annexed, this dwelling will also be considered a legal non-conformity under the B-2 zoning designation.

In consideration of the State’s Smart Growth initiatives, I conclude that the proposed annexation is consistent with its recommendations relative to growth in areas adjacent to existing

municipalities and established growth areas. There are several properties in proximity to the subject property that are within the corporate limits of Pocomoke City. The proposed annexation constitutes a logical extension of just such a growth area and services.

In summary, as noted above, state law prohibits a rezoning upon annexation to a zoning classification which permits uses or densities substantially different than those specified in the County's zoning ordinance without the approval of the County Commissioners. Based upon my review, I perceive that the proposed annexation is consistent with the land uses recommended by the Comprehensive Plan and with existing zoning and land use in the area. I furthermore conclude that no action is required on the part of the County Commissioners.

Should you require additional information or have any questions, please do not hesitate to contact me.

POCOMOKE CITY, MARYLAND



June 24, 2022

Maryland Department of Planning
301 W. Preston St.
Suite 1101
Baltimore, MD 21201

Tracey Gordy, Director
Lower Eastern Shore Regional Office
Maryland Department of Planning
201 Baptist Street, Suite 24
Salisbury, MD 21801

WORCESTER COUNTY GOVERNMENT CENTER
Attn: Weston Young, Chief Administrative Officer
1 W. Market St. Room 1103
Snow Hill, MD 21863

Re: Petition for Annexation of 833 Ocean Highway to the City of Pocomoke City

To Whom It May Concern:

Please be advised that the Mayor and Council of Pocomoke City are in receipt of an annexation petition requesting that a property located at 833 Ocean Highway be annexed to the city. The property consists of a 0.29 acre lot containing a single family dwelling. The property has experienced a failing septic tank system for an extended period of time. Upon annexation to the city, the owners are requesting connection to the city's force main sewer line located within the US Route 13 highway right-of-way.

In accordance with Local Government Article §4-415 (f) staff has prepared an annexation packet, including an annexation plan that is being forwarded to the above referenced agencies at least 30 days in advance of a public hearing scheduled for August 1, 2022 at 6:30PM in the Council Chambers, Pocomoke City Hall located at 101 Clarke Avenue.

In addition to this cover letter, copies of the public hearing notice and two resolutions (Resolution No. 565 and 566) are included with this correspondence.

Resolution No. 565 makes reference to a number of items including: petition for annexation, legal description, annexation boundary survey, consent to annexation documentation and draft annexation agreement.

Resolution No. 566 contains the annexation plan reflecting the following: background, general information and description of the property, location, land use and zoning information, consistency with the city's comprehensive plan and municipal growth element and impact on public facilities and infrastructure.

The City Council and staff do not intend to request a waiver from the Worcester County Commissioners for development within five years for land uses substantially different from, or at a substantially higher density than land uses currently authorized by county zoning per Local Government Article §4-416 (b). Note that the property is already developed.

Please direct all correspondence to either Jeremy Mason, City Manager (jeremy@pocomkemd.gov) or Daniel Brandewie, Planning Director (dan@pocomokemd.gov). On behalf of the City Council, we appreciate your review and comments on this petition or annexation.

Sincerely,



Susan Marshall Harrison
Mayor

Cc: Jeremy Mason, City Manager
Michelle Beckett El Soloh, City Clerk
Andrew Illuminati, City Attorney
Robert Mitchell, Worcester County Director of Environmental Programs

Notice of Annexation

To the City of Pocomoke City

"William R. Swartz, et al. Annexation-833 Ocean Highway, Tax Map 92, Grid 0020, Parcel 82, Lot 2"

NOTICE is hereby given by the Mayor and City Council of Pocomoke City, that on June 20, 2022 Annexation Resolutions No. 565 and 566 was introduced and read at the regular meeting of the City Council, proposing and recommending that the boundaries of Pocomoke City be changed so as to annex and include within the boundaries of the City all that certain area of land therein identified as the "William R. Swartz, et al. Annexation-833 Ocean Highway, Tax Map 92, Grid 0020, Parcel 82, Lot 2" area herein after more fully described, together with the persons residing therein and their property, generally subject to all provisions of the Charter and Code of Pocomoke City and in particular, providing that upon the effective date of the annexation of the area therein proposed and recommended, all property in the said area shall be subject to all Ordinances, Resolutions, Rules and Regulations, Annexation Plan, Annexation Agreement of Pocomoke City. The property consists of 0.29 acres occupied by a single-family dwelling. Upon annexation to the city, the owners seek to connect to the city's sewer main located within Ocean Highway, U.S. Route 13.

NOTICE is further hereby given by the Mayor and City Council for Pocomoke City that City Council will hold a public hearing on said Resolutions and annexation there-in proposed and recommended on

MONDAY, AUGUST 1, 2022
AT 6:30PM
CITY COUNCIL CHAMBERS
101 CLARKE AVE.
POCOMOKE CITY, MD 21811

And all interested parties are invited to attend said public hearings and present their views. The proposed area and conditions of annexation are as follows: All that lot of land situate in the First Election District, Worcester County, Maryland, on the northwest side of the state road leading from Pocomoke City to the Virginia State Line, known as U.S. Route 13, and beginning for the same at the northwest edge of the right-of-way of said road at a point distant 105.03 feet in a direction North 13 degrees 58 minutes east from the center of a ditch, and being at the northeast corner of a lot conveyed unto Uber E. Robinson and Lillian M. Robinson, from John W. Matthews, et al on February 8, 1949; thence by and with the northeast side of the said Robinson lot North 76 degrees two minutes West 210 feet to the northwest outline of the tract of land platted as hereinafter referred to; thence by and with the said outline North 13 degrees 58 minutes East 60 feet; thence South 76 degrees 2 minutes East 210 feet to the northwest side of the right of way of the said State Road; thence by and with the same South 13 degrees 58 minutes West 60 feet to the place of beginning; being described as lot No. 2 on the plat of the subdivision of all that tract of land conveyed to John W. Matthews and another from Elton Wise and others by deed dated October 20, 1945, and recorded among the land records of Worcester County, Maryland, said plat being recorded among the land records in Plat Book C.W.N. 1, folio 22.

NOTICE is further hereby given by the City Council of Pocomoke City that following such public hearing, the City Council is empowered by law to enact said Resolutions and if so enacted, the said Resolutions

provide that they shall take effect upon the expiration of forty-five (45) days following their passage, unless within such period a petition for referendum is filed meeting the requirements of Local Government Article § 4-408, et. seq. of the Maryland Annotated Code, 2016, volume as amended. A copy of each Resolution may be examined at Pocomoke City offices at 101 Clarke St., Pocomoke City, MD. For more information contact Daniel L. Brandewie, Planning Director at 410-957-1633.

RUN TWO (2) TIMES FOR TWO (2) CONSECUTIVE WEEKS IN THE DAILY TIMES:

Wednesday, July 6, 2022

Wednesday, July 13, 2022

Customer:

POCOMOKE CITY MD 21851 USA

ATTN: PLANNING AND ZONING DEPARTMENT

ADDRESS: PO BOX 29, POCOMOKE CITY, MD 21851

PURCHASE ORDER NUMBER: 510-22-102

PAYMENT METHOD: INVOICE (Please include the PURCHASE ORDER number on the invoice.)

NO. OF AFFIDAVITS: 1

PO # 510-22-102

MAYOR AND CITY COUNCIL OF POCOMOKE CITY**RESOLUTION NO. 565****A Resolution****For An Annexation of A 0.29-Acre Parcel of Land
Contiguous To and Binding Upon the Corporate Limits of Pocomoke City
Located At 833 Ocean Highway, Pocomoke City, MD 21851**

WHEREAS, Section 4-401 et. seq., *Local Government Article*, of the Maryland Annotated Code, provides a Maryland municipality the power to enlarge municipal boundaries by annexation; and,

WHEREAS, Pocomoke City has received an annexation petition filed by Paul J. Swartz and William R. Swartz for annexation of a 0.29 acre parcel of land at 833 Ocean Highway and it has been verified that Paul J. Swartz and William R. Swartz are the sole owners of the property to be annexed, as set forth in Exhibit "A" attached hereto and made a part hereof; and,

WHEREAS, the parcel which is sought to be annexed is contiguous and adjoining to the existing boundaries of Pocomoke City and does not create an unincorporated area that is bounded on all sides by (i) real property presently in the boundaries of the municipality; (ii) real property proposed to be in the boundaries of the municipality as a result of the proposed annexation; or (iii) any combination of real property described in item (i) or (ii) of this item and the land is not located in another municipality; and,

WHEREAS, at least 25% of the registered voters who are residents in the area to be annexed; and the owners of at least 25% of the assessed valuation of the real property in the area to be annexed have signed the petition for annexation, as set forth in Exhibit "B" attached hereto and made a part hereof; and,

WHEREAS, if the area is successfully annexed, the parcel shall be subject to the standard rates of municipal taxation and fees for municipal services and facilities and shall be governed pursuant to the Annexation Agreement, as set forth in Exhibit "C" attached hereto and made a part hereof; and,

WHEREAS, the property is currently zoned by Worcester County as C-2. The Pocomoke City Code Section 230-12 provides that when "territory becomes a part of the incorporated area of Pocomoke City by annexation or otherwise, such territory shall automatically be classified in the R-1 District until otherwise classified;" and,

WHEREAS, the Pocomoke City Planning and Zoning Commission, has prospectively approved the parcel, on the condition it is successfully annexed,

Exhibit A

**LEGAL DESCRIPTION OF THE LAND OF PAUL J. AND WILLIAM R. SWARTZ
TO BE ANNEXED INTO THE CITY OF POCOMOKE IN THE FIRST ELECTION
DISTRICT, WORCESTER COUTNY, MARYLAND**

All that lot of land situate in the First Election District, Worcester County, Maryland, on the northwest side of the state road leading from Pocomoke City to the Virginia State Line, known as U.S. Route 13, and beginning for the same at the northwest edge of the right-of-way of said road at a point distant 105.03 feet in a direction North 13 degrees 58 minutes east from the center of a ditch, and being at the northeast corner of a lot conveyed unto Uber E. Robinson and Lillian M. Robinson, from John W. Matthews, et al on February 8, 1949; thence by and with the northeast side of the said Robinson lot North 76 degrees two minutes West 210 feet to the northwest outline of the tract of land platted as hereinafter referred to; thence by and with the said outline North 13 degrees 58 minutes East 60 feet; thence South 76 degrees 2 minutes East 210 feet to the northwest side of the right of way of the said State Road; thence by and with the same South 13 degrees 58 minutes West 60 feet to the place of beginning; being described as lot No. 2 on the plat of the subdivision of all that tract of land conveyed to John W. Matthews and another from Elton Wise and others by deed dated October 20, 1945, and recorded among the land records of Worcester County, Maryland, said plat being recorded among the land records in Plat Book C.W.N. 1, folio 22.

Exhibit B

IN RE: 833 OCEAN HIGHWAY

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WORCESTER COUNTY, MARYLAND

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MAYOR AND CITY COUNCIL OF

POCOMOKE CITY, MARYLAND

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CONSENT TO ANNEXATION

Now comes Ronald W. Durham, owner of a property contiguous to 833 Ocean Highway, Pocomoke, Maryland 21851, and hereby stated that I am not a registered voter in Worcester County Maryland and therefore am not eligible to give my consent to the annexation of the above mentioned property in order that it can connect to Pocomoke City's sewer system

Respectfully submitted,



Ronald W. Durham

ANNEXATION AGREEMENT

THIS ANNEXATION AGREEMENT ("Agreement") is made on _____, between Pocomoke City, a municipal corporation of the State of Maryland ("City") and Paul J. Swartz and William R. Swartz ("Owners").

RECITALS

- A. The Owners, Paul J. Swartz and William R. Swartz, own .29 acres or 12,600 square feet of real property located at 833 Ocean Highway ("Property"), which is depicted in Attachment A; and
- B. The Property is located in Worcester County, Maryland, adjacent to the corporate boundaries of the City, and subject to annexation by the City; and
- C. The Owners wants the City to annex its Property, the City wants to annex the Property, provided that certain conditions are satisfied; and
- D. Under to the authority contained in Md. Code, Local Gov't. § 4-401 et seq., the Owners and the City have agreed that the following conditions will apply to the annexation proceedings and to the Property.

1. WARRANTIES AND REPRESENTATIONS OF THE OWNER(S):

This Agreement is the formal written consent to annexation by the Owners as required by Md. Code, Local Gov't. § 4-401 et seq. The Owners acknowledge that he will receive a benefit from annexation and waives any right to withdraw consent to annexation from the date of execution of this Agreement by all parties. The Owners agree that he will not petition the Annexation Resolution to referendum and that, in the event of a referendum in which it is permitted to vote, that they will vote in favor of the Annexation Resolution.

The Owners represent that they have full authority to sign this Agreement and that they are in fact the sole owners of the real property encompassed in the Property and more particularly described in Appendix A, which is 100% of the assessed valuation of real property being annexed, and that there is no action pending against them involving the Property that would in any way affect their right and authority to execute this Agreement

2. APPLICATION OF CITY CODE AND CHARTER

After the effective date of the Annexation Resolution implementing this Agreement, all provisions of the Charter and Code of the City shall have full force and effect within the Property.

“his” “hers” and “theirs.”

C. The parties will reasonably cooperate to carry out the purpose of this Agreement.

D. The Agreement and attachments will be recorded among the Land Records of Worcester County and will run with the land and be binding upon and inure to the benefit of the parties, their heirs, successors and assigns, and embodies and constitutes the entire understanding, representations, and statements, whether oral or written, are merged in this Annexation Agreement. The parties may renegotiate the terms of the agreement by mutual agreement, after the effective date of any Annexation Resolution adopted by the City, provided that neither this Agreement nor any provisions hereof may be waived, modified or amended unless such modification is in writing and is signed by the party against whom the enforcement of such waiver, modification or amendment is sought, and then only to the extent set forth in such instrument.

E. The parties acknowledge that, in entering into this Agreement, neither party has been induced by, nor has relied upon, nor included as part of the basis of the bargain herein, any representations or statement, whether express or implied, made by any agent, representative or employee, which representation or statement is not expressly set forth in this Agreement.

F. This Agreement will be construed according to its plain meaning without giving regard to any inference or implication arising from the fact that it may have been drafted in whole or in part by or for any one of the parties hereto.

G. This Agreement, its benefit and burden, is assignable, in whole or in part, by the Owners without the consent of the City or of its elected officials, employees or agents, to any purchasers or contract purchasers of the Property. However, the Owners will not transfer or pledge as security for any debt or obligation, any interest in all or part of the Property, without first obtaining the written consent and acknowledgement of the transferee or pledgee to this Agreement and to the complete observance hereof. The Owners shall provide the City with copies of all documents of transfer or assignment, including exhibits when the documents are fully executed, regardless of recordation. The provisions of this paragraph shall not require disclosure of any option, contract or purchase agreement applicable to all or any part of the Property, but shall require delivery to the City of the executed deed(s) following the closing thereon.

H. The captions in any Agreement are inserted for convenience only, and in no way define, describe or limit the scope of intent of this Agreement or any of the provisions hereof.

I. The laws of the State of Maryland will govern the interpretation, validity, and construction of the terms and provisions of this Agreement. If any term or provision of this Agreement is

STATE OF MARYLAND, COUNTY OF WORCESTER, TO WIT:

I HEREBY CERTIFY that on this _____ day of _____, 20__, before me, a Notary Public in and for the State aforesaid, personally appeared Jeremy Mason, City Manager, who has been satisfactorily proven to be the person whose name is subscribed to the within instrument, who acknowledged himself to be a duly appointed official of Pocomoke City, a municipal corporation of the State of Maryland, and that said official, being duly authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the municipal corporation as such official.

Witness my hand and notarial seal.

Notary Public

My Commission Expires: _____

STATE OF MARYLAND, COUNTY OF WORCESTER, TO WIT:

I HEREBY CERTIFY that on this _____ day of _____, 20__, before me, a Notary Public in and for the State aforesaid, personally appeared Paul J. Swartz and William R. Swartz, who have been satisfactorily proven to be the persons whose name is subscribed to the within instrument, who acknowledged themselves to be the Owners, and that, being duly authorized so to do, have executed the foregoing instrument for the purposes therein contained, by signing his name.

Witness my hand and notarial seal.

Notary Public

My Commission Expires: _____

Appendix A
Property to be Annexed

MAYOR AND CITY COUNCIL OF POCOMOKE CITY

RESOLUTION NO. 566

A Resolution
Adopting an Annexation Plan
For a 0.29-Acre Parcel of Land
Contiguous To and Binding Upon the Corporate Limits of Pocomoke City
Located at 833 Ocean Highway, Pocomoke City, MD 21851

RECITALS

WHEREAS, Section 4-401 et. seq., Local Government Article, of the Maryland Annotated Code, provides a Maryland municipality the power to enlarge municipal boundaries by annexation; and,

WHEREAS, the City has received an annexation petition filed by Paul J. Swartz and William R. Swartz for annexation of a 0.29 acre property at 833 Ocean Highway and it has been verified that Paul J. Swartz and William R. Swartz are the sole owners of the property to be annexed.; and,

WHEREAS, Pocomoke City ("City") is considering the annexation of this parcel of land, by and through Resolution Number 565, located at 833 Ocean Highway and the parcel is contiguous to and binding upon the corporate limit of the City; and,

WHEREAS, Pocomoke City is required to adopt an annexation plan for the proposed area of pursuant to Section 4-416, Local Government Article, of the Maryland Annotated Code.

NOW THEREFORE, BE IT RESOLVED, by the City Council of Pocomoke City, that:

Section 1. The annexation plan in the attached Exhibit "1" is adopted for the parcel of land located at 833 Ocean Highway, which is contiguous to and binding upon the corporate limit of the City.

JUNE 20, 2022
Date Introduced

Date Passed

Council Vice President
Esther L. Troast

APPROVED BY ME THIS
DAY OF 2022

City Clerk
Michelle Beckett El-Soloh

Mayor and Council President
Susan Marshall-Harrison

Exhibit 1

Annexation Plan

Prepared by: Pocomoke City Planning and Zoning Department

June 8, 2022

For the Owners, Paul J. Swartz and William R. Swartz for Tax Map 92, Grid 20, Parcel 82, Lot 2 consisting of 12,600 square feet located at 833 Ocean Highway, Pocomoke City.

Background

Pursuant to the Local Government Article, Division II. Municipalities, Title 4. In General, Subtitle 4. Annexation. §4-415 of the Annotated Code of Maryland, an annexation plan shall be adopted by the legislative body for the area to be annexed. The annexation plan shall:

- (1) contain a description of the land use pattern proposed for the area to be annexed, which may include a county master plan already in effect for the area;
- (2) describe the schedule to extend each municipal service performed in the municipality at the time of the annexation to the area to be annexed;
- (3) describe the general methods by which the municipality anticipates financing the extension of municipal services to the area to be annexed; and
- (4) be presented so as to demonstrate the available land for public facilities that may be considered reasonably necessary for the proposed use, including facilities for schools, water or sewage treatment, libraries, recreation, or fire or police services.
- (5) demonstrate that the proposed annexation is consistent with the Municipal Growth element of the Comprehensive Plan of the municipality.

This Annexation Plan is prepared as a result of an applicant-initiated request to annex land into Pocomoke City by petition shown as **Attachment A**. This Annexation Plan, identified herein as **Exhibit A** fulfills the requirement.

General Information and Description

Petitioners:

William R. Swartz, Paul J. Swartz
Mailing address: 301 Emilies Lane, Severna Park, MD 21146

Attorney of Record for Petitioners:

Deborah Ullmann
The Law Office of Deborah Ullmann, LLC
203 Second Street
Pocomoke City, Maryland 21851
Office) 410-603-9140

Location:

The parcel of land proposed for annexation is located on the west side of U.S. Rt. 13 approximately .2 miles or 100 feet south of the intersection of Brantley Road as described as 833 Ocean Highway, recorded in Liber 5872, Folio 48, Worcester County, Maryland and further identified as Tax Account ID: 01-009966, Map 92, Grid 20, Parcel 82, Lot 2 per the following SDAT link.

<https://sdat.dat.maryland.gov/RealProperty/Pages/viewdetails.aspx?County=24&SearchType=ACCT&District=01&AccountNumber=009966>

Attachment B shows the parcel to be annexed as shown in the Annexation Plat prepared by GEY, George E. Young III Engineers and Surveyors, dated December 10, 2021. The legal description of the property boundaries is included as **Attachment C**.

The area of annexation is 0.29 acres or 12,600 square feet. The project site is a developed site with an existing commercial building containing approximately 12,600 square feet that is occupied by a standard single family residential dwelling consisting of 1,432 square feet of living area with lot dimensions of 60 feet by 210 feet. The 0.29-acre property subject to this annexation request was previously part of a survey labeled: "DESCRIPTIVE PLAT OF A SUBDIVISION OF NINE LOTS" surveyed for John W. Mathews, Jan. 28, 1949 recorded in Book 1257-2134 (**Attachment D**). The State Department of Taxation description sheet and map are shown as **Attachment E and Attachment F**.

Land Use Patterns of Area Proposed to be Annexed**Existing and proposed zoning and land use:**

The subject parcel is adjacent to two residential dwelling units to the north and south and a vacant wooded tract to the west. The property has frontage and access to Ocean Highway (Rte. 13). Across the highway to the east is located a service station. The Ocean Highway corridor is predominantly commercial in nature with a small number of isolated residential land use patterns. The property is currently zoned C-2 under the current Worcester County Zoning Code (**Attachment G**). Upon annexation to the City, the Pocomoke City Planning Commission has recommended the property be zoned to B-2, General Business. The City Zoning Map is illustrated in **Attachment H**. If zoned B-2, the residential use of the property would become a legal non-conforming use under this zoning designation. Note that under the City's Zoning Code, Article II, Zoning Districts, §230-12 Annexed Territory, there is a reference to automatically assigned an R-1 (residential) zoning designation (until otherwise classified). This parcel if zoned R-1 could be viewed as spot zoning with no similar zoning designations along the entire highway corridor, under both county and city zoning maps.

The property is governed by the Worcester County's Comprehensive Plan and Zoning Plan and the Worcester County Water and Sewer Master Plan prior to annexation. In addition, the City's 2014 Comprehensive Plan also provide guidance over future land use patterns beyond its incorporated boundaries and along the Ocean Highway corridor. Within Pocomoke City's Comprehensive Plan, the proposed annexation parcel is recognized within the City's Priority Funding Area (**Map 7**) and is also identified as a future parcel for annexation according to the City's Annexation Plan Map (**Map 8**).

Section 4 of the City's Comprehensive Plan's Municipal Growth Plan makes reference to the County's Growth policy is ".....development growth areas, which are located adjacent to or in close proximity to the corporate limits of a municipality, shall be contingent upon all of the following conditions:

1. Annexation by the municipality. (Confirmed with this annexation petition application)
2. Water, sewer, and other services shall be provided to the development by the municipality. (Sewer service to be provided by the municipality).
3. The developer shall be responsible for all impact fees, excise taxes, adequate public facilities fees, and other impositions including those payable to the county. (If fees are assigned to the owner by the County, the owners will be responsible).
4. The annexation shall be subject to an annexation agreement to which the county shall be a party. (The City will make the County party to the annexation agreement). (Source: The Comprehensive Plan Worcester County, MD March 2006, pg. 11).

The City's Comprehensive Plan further outlines an Annexation Plan strategy that states that "the City may consider annexing areas shown on **Map 7** in the future, depending on available water and sewer capacity" (page 57 of Comprehensive Plan). All properties must be within the Priority Funding Area (confirmed) and must be further evaluated for impact on its public services and infrastructure.

- Annexations will be consistent with the city's annexation plan. (Confirmed that this annexation request is consistent with the City's annexation plan as shown on Map 7).
- Annexations will meet the requirements of applicable state laws, including the Land-Use Article and Article 23A of the Annotated Code of Maryland. (This annexation will meet the applicable requirements of Local Government Article, Division II. Municipalities, Title 4. In General, Subtitle 4. Annexation).
- Annexed areas will be contiguous to the corporate limits and create a natural extension of the city's corporate boundaries. (The subject parcel is adjacent to the City's corporate boundaries that is associated with the Ocean Highway right-of-way).
- Annexations will be coordinated with the state and Worcester County. (Annexation plan will be forwarded to the Maryland Department of Planning and their regional branch office and to the Worcester County Government offices for review and comment at least 30 days prior to the public hearing. Final annexation documents will be forwarded to appropriate county and state agencies as required by law).
- Annexation is a condition of city services and property owners who desire city services must be annexed prior to consideration. (The property will be annexed prior to receiving city services although the City may authorize hook-up to the City Sewer system prior to the date of a 45-day waiting period due to the negative impact on the environment of a failing on-site sewer disposal system).

Exhibit A

- Proposed annexation areas will be economically self-sufficient and not result in larger municipal expenditures than anticipated revenues that could indirectly burden existing city residents with the costs of services or facilities to support the area annexed. (There will be no additional burden to additional city services and expenditures. Upon annexation, the property will pay City property taxes).
- The costs of providing roads, utilities, parks, other community services will be borne by those people gaining the most value from such facilities through income, profits, or utilization. (The cost of tying into the City's sewer system will be borne by the applicants).
- Specific conditions of annexation will be made legally binding in an executed annexation agreement. Such agreements will address among other things:
 - consistency with the goals, objectives and recommendations contained in the Pocomoke City Comprehensive Master Plan;
 - proposed zoning of the property;
 - type of development the city expects;
 - responsibility for conducting appropriate studies;
 - and preliminary agreements concerning responsibilities for the cost of facilities and services provided by the city. These preliminary agreements may be further revised in a Developers Rights and Responsibility Agreement (DRRA).

The Annexation Agreement will address the above reference concerns.

Adequacy of Public Facilities/Services and Infrastructure

Water and Sewer:

The Pocomoke City Wastewater Treatment plant provides public sewer services to properties within the City limits including properties along US Rte. 13 that are annexed to the City. Pocomoke City's Wastewater Treatment plant has a design capacity and permitted flow of 1.47 MGD. In 2005, the monthly average was 0.555 MGD. At that time the City was using about 47 percent of its allocated capacity. As of 2017, the average daily monthly usage was estimated at 0.859 and the City is presently using 58.46 percent of its allocation. The Comprehensive Plan had designated the subject parcel as S-2 according to Table 38 and Map 15 (Planned Water and Sewer Service Areas) of the Comprehensive Plan (Areas to be served by extensions of existing community sewerage systems that are in the final planning stage).

It is anticipated that the property owner will require permission from Maryland State Highway Administration (SHA) to bore under the Rt. 13 Highway and tie into the 12" sanitary sewer main that is located within the median strip. All expenses to make this sewer connection will be at the owner's expense. The applicant and owners have already paid for the sewer tap fee as part of the annexation request.

The City does not provide water service to properties along US Rt. 13 and presently there are no plans to provide water service to this area.

Roads:

The subject property has driveway access US Rt. 13. No additional access to Rt. 13 is needed as part of this request for annexation. The existing public roads are adequate to serve the property's current use within the annexation area. Maryland State Highway Administration (SHA) is responsible for maintenance.

Police Services:

Police protection will primarily be provided by the Pocomoke City Police Department in coordination with the Worcester County Sheriff's Department. The Pocomoke City Police Department already services this general area.

Fire, EMS and Rescue Services:

No significant impacts on emergency fire and rescue services which already provides service to this area.

Public Schools and Libraries

With only one household, there should be very minimal impact to the Pocomoke City public school system enrollment or facilities or to the Worcester County Library facilities in Pocomoke City.

Parks and Recreation/Public Libraries:

Parks and recreation facilities are not impacted by this annexation.

Stormwater Management:

The property has no additional stormwater run-off beyond normal small lot residential developments. Any additional development of the site will require review by the City and County departments.

Impact on sensitive environmental areas:

The site is already developed and no sensitive environmental areas are impacted with this annexation.

Cost to the City on having to provide such services:

The City will not incur any significant increases in operational costs as a result of the annexation.

Conclusion

In summary, the proposed area to be annexed is consistent with the Pocomoke City's Municipal Growth Element (Section 4-Municipal Growth-Comprehensive Plan) and is consistent with the Annexation Policies reflected in this subchapter. The area proposed for annexation is within the City's Priority Funding Area (Map 7 of the Pocomoke City Comprehensive Plan) and Potential Annexation Properties (Map 8 of the Pocomoke City Comprehensive Plan) as established in the Municipal Growth Element of the City's Comprehensive Plan, adopted by Resolution # 485, October 6, 2014. The Planning Commission has reviewed the Annexation Plan and has recommended approval. The Planning Commission has further recommended the property be zoned B-2, General Commercial (See Attachment I). A fiscal impact study and an environmental impact assessment that addresses the

Exhibit A

potential impact of the proposed annexation on the environment of the site and surrounding area is not required.

List of Attachments and Maps

Attachment A: Annexation Petition

Attachment B: Annexation Plat

Attachment C: Legal Description

Attachment D: Mathews Plat -1949 (DESCRIPTIVE PLAT OF A SUBDIVISION OF NINE LOTS" surveyed for John W. Mathews, Jan. 28, 1949)

Attachment E: State Department of Taxation Listing

Attachment F: State Department of Taxation Map

Attachment G: Worcester County Zoning Map

Attachment H. Pocomoke City Zoning Map

Attachment I. Minutes from the Planning Commission meeting of May 4, 2022.

Excerpts from Pocomoke City's Comprehensive Plan for Reference Purposes:

Map 7-Pocomoke City Priority Funding Area

Map 8-Pocomoke City's Annexation Plan Map

Map 15-Pocomoke City's Planned Water and Sewer Service Area Map

Attachment A
Annexation Petition

IN RE: 833 OCEAN HIGHWAY

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MAYOR AND CITY COUNCIL OF

WORCESTER COUNTY, MARYLAND

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POCOMOKE CITY, MARYLAND

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PETITION FOR ANNEXATION

Now comes Paul J. Swartz and William R. Swartz, owners of the property known as 833 Ocean Highway, Pocomoke, Maryland 21851, by and through their attorney, Deborah Ullmann, and the Law Office of Deborah Ullmann, LLC, and hereby petition the Mayor and City Council of Pocomoke City to annex their property to be included within the corporate limits of the City. They request that the Mayor and City Council issue a resolution, publish the required notice, and conduct a public hearing concerning the proposed annexation.

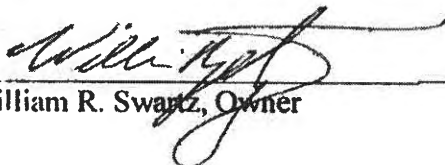
The above mentioned property is contiguous and adjoining to Pocomoke City and does not lie within the boundaries of any other municipality. If annexation is granted, no enclave of unincorporated area would be completely surrounded by land within the municipality.

The above mentioned property consists of 12,600 square feet, or .29 acres, as set forth in the "Annexation Plat for the City of Pocomoke", attached hereto and incorporated herein, and dated December 10, 2021 by George E. Young, III, a professional land surveyor licensed by the State of Maryland. The property contains an existing rental house and garage and is zoned in Worcester County as C-2 (Commercial). Petitioners request that the City's zoning map be amended to reflect this zoning classification. Petitioners also request to be connected to the City's wastewater treatment services, in addition to eligibility for other City services.

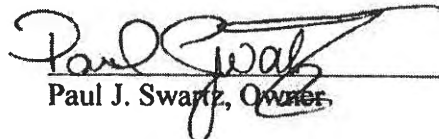
Respectfully submitted,



Deborah Ullmann, Esquire
203 Second Street
Pocomoke City, MD 21851
DUllmannesq@gmail.com
(410) 603-9140



William R. Swartz, Owner

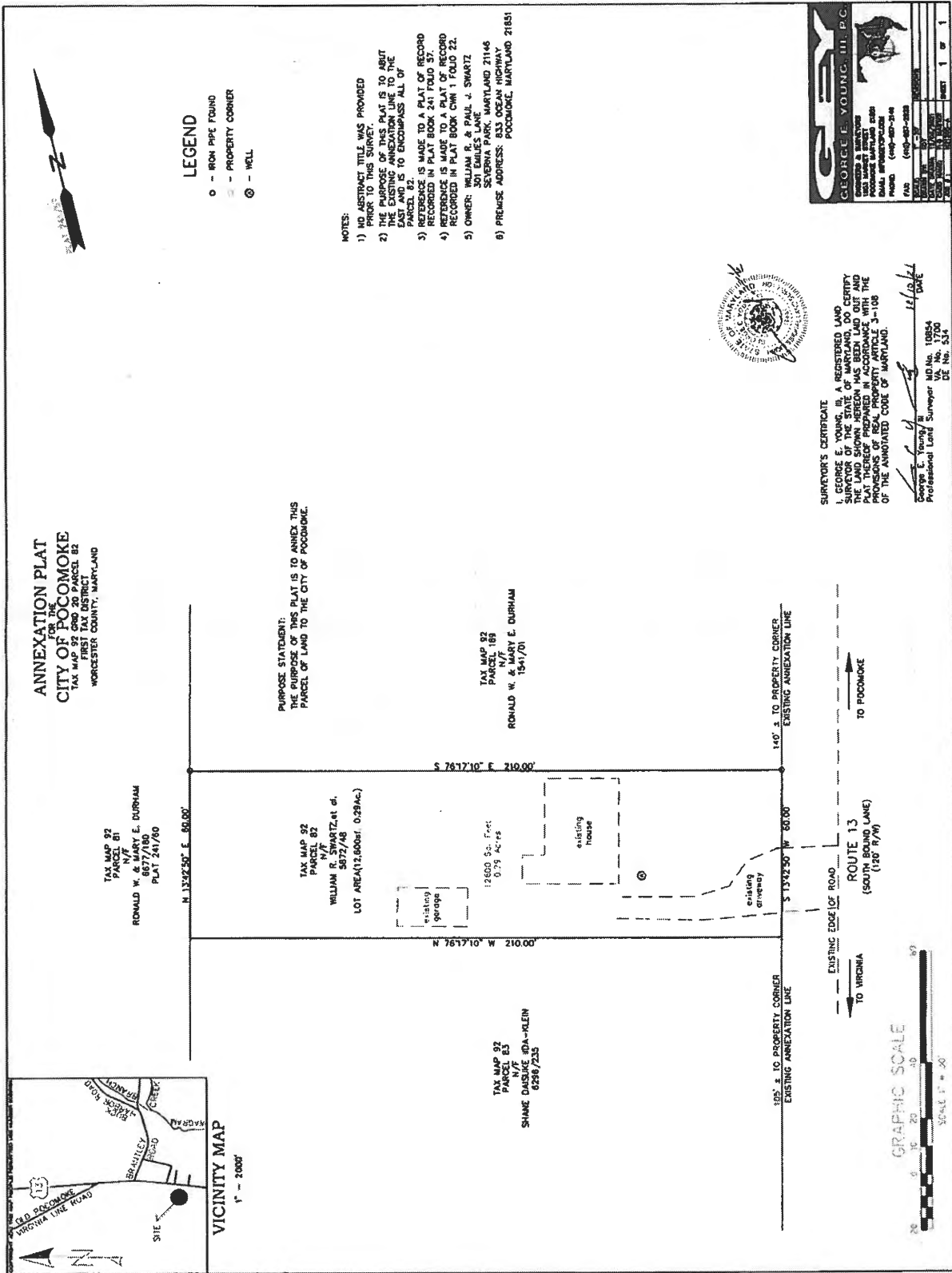


Paul J. Swartz, Owner

ITEM 14

Attachment B

Annexation Plat



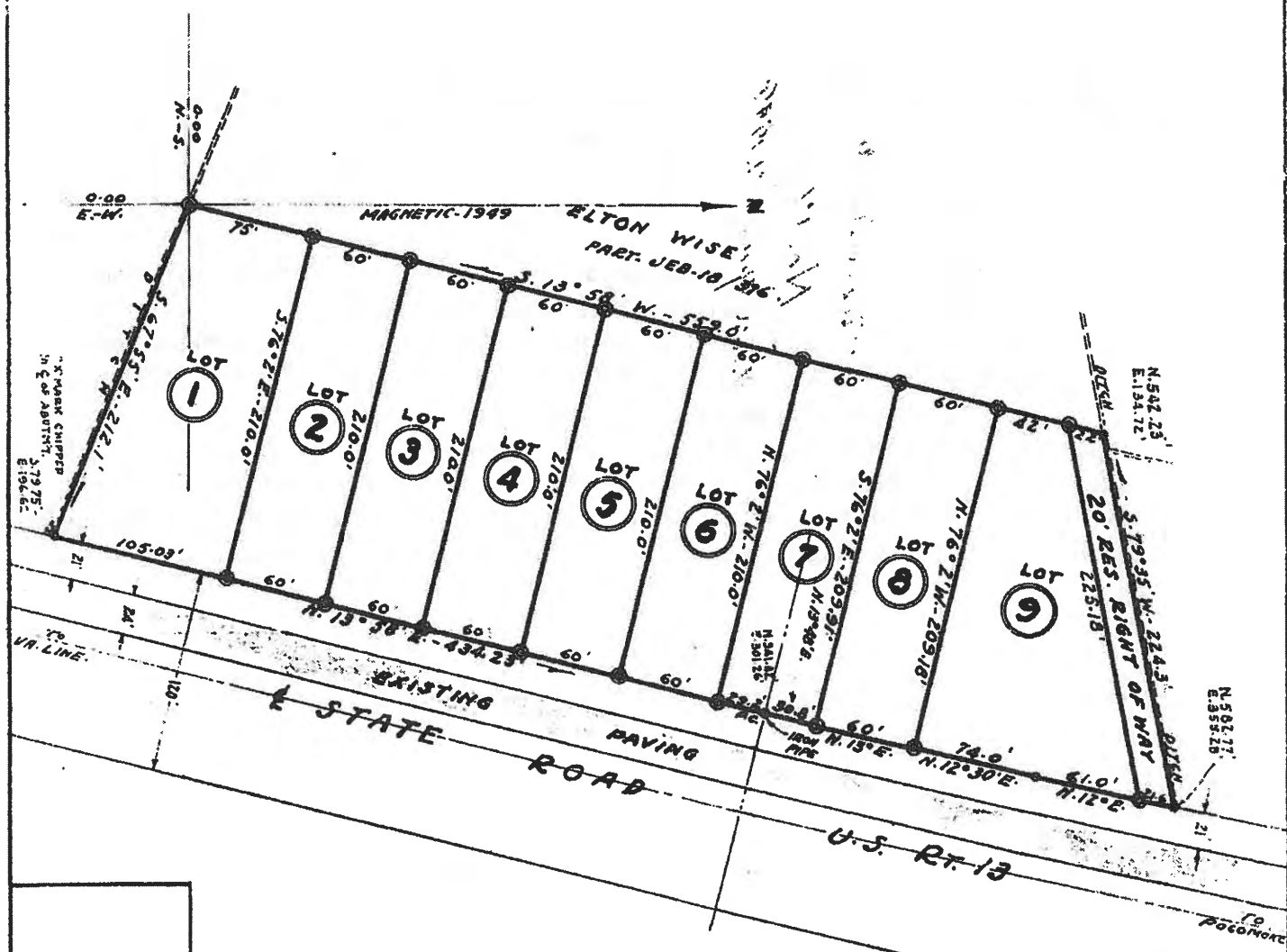
ITEM 14
Attachment C
Legal Description

**LEGAL DESCRIPTION OF THE LAND OF PAUL J. AND WILLIAM R. SWARTZ
TO BE ANNEXED INTO THE CITY OF POCOMOKE IN THE FIRST ELECTION
DISTRICT, WORCESTER COUTNY, MARYLAND**

All that lot of land situate in the First Election District, Worcester County, Maryland, on the northwest side of the state road leading from Pocomoke City to the Virginia State Line, known as U.S. Route 13, and beginning for the same at the northwest edge of the right-of-way of said road at a point distant 105.03 feet in a direction North 13 degrees 58 minutes east from the center of a ditch, and being at the northeast corner of a lot conveyed unto Uber E. Robinson and Lillian M. Robinson, from John W. Matthews, et al on February 8, 1949; thence by and with the northeast side of the said Robinson lot North 76 degrees two minutes West 210 feet to the northwest outline of the tract of land platted as hereinafter referred to; thence by and with the said outline North 13 degrees 58 minutes East 60 feet; thence South 76 degrees 2 minutes East 210 feet to the northwest side of the right of way of the said State Road; thence by and with the same South 13 degrees 58 minutes West 60 feet to the place of beginning; being described as lot No. 2 on the plat of the subdivision of all that tract of land conveyed to John W. Matthews and another from Elton Wise and others by deed dated October 20, 1945, and recorded among the land records of Worcester County, Maryland, said plat being recorded among the land records in Plat Book C.W.N. 1, folio 22.

Exhibit 2

Attachment D
Mathews Plat- 1949



DESCRIPTIVE PLAT OF A SUBDIVISION OF NINE LOTS surveyed for John W. Mathews Zoocomoke City, Maryland.	
DISTRICT: H.A.1 Date: Jan. 25, 1949 Drawn: J.W.M.	FILED IN: 411 Scale: 1" = 60 Ft. Drawn: J.W.M.
Dated and Drawn by: J.W.M. Surveyor for Worcester County, Md.	

© — Cement posts, placed.

Special Agents
John W. Mathews
 owner

The requirements of Sections 72a-72b-72c of Article 17 of the Annotated Code of Maryland, 1939 Edition (Title: Clerks of Court, Subtitle: Clerks of Circuit Courts) as far as they relate to the making of this plat and setting of markers, have been complied with.

Being the Subdivision of all that tract of land conveyed to John W. Mathews and another from Elton Wise and others by deed dated October 20th, 1945, duly of record; and being a part only of all that land conveyed to Elton Wise and wife from Blanche J. Mason by deed dated Aug. 7th, 1943, recorded in Liber J.T.B. No. 18, folio 376.

MSA SSU 1257-2134

Real Property Data Search (w2)

Attachment E
SDAT Listing

Search Result for WORCESTER COUNTY

[View Map](#) [View GroundRent Redemption](#) [View GroundRent Registration](#)

Special Tax Recapture: None

Account Identifier: District - 01 Account Number - 009966

Owner Information

Owner Name: SWARTZ WILLIAM R & SWARTZ PAUL J Use: RESIDENTIAL
 Mailing Address: 301 EMILIES LANE Principal Residence: NO
 SEVERNA PARK MD 21146- Deed Reference: /05872/ 00048

Location & Structure Information

Premises Address: 833 OCEAN HWY Legal Description: LOT 2 60' X 210'
 POCOMOKE 21851-0000 NW SIDE R-13
 PL JOHN MATTHEWS SUBDIV

Map:	Grid:	Parcel:	Neighborhood:	Subdivision:	Section:	Block:	Lot:	Assessment Year:	Plat No:
0092	0020	0082	1010007.24	0000				2020	Plat Ref:

Town: None

Primary Structure Built	Above Grade Living Area	Finished Basement Area	Property Land Area	County Use
1950	1,432 SF		12,600 SF	

Stories	Basement	Type	Exterior	Quality	Full/Half Bath	Garage	Last Notice of Major Improvements
1 1/2	NO	STANDARD UNIT	ASBESTOS SHINGLE/	2	2 full		

Value Information

	Base Value	Value As of 01/01/2020	Phase-in Assessments	
			As of 07/01/2021	As of 07/01/2022
Land:	33,500	33,500		
Improvements	24,200	23,700		
Total:	57,700	57,200	57,200	57,200
Preferential Land:	0	0		

Transfer Information

Seller: EAST LARRY G & DEBORAH M	Date: 04/17/2012	Price: \$27,500
Type: NON-ARMS LENGTH OTHER	Deed1: /05872/ 00048	Deed2:
Seller: MUSLIMANI SALIM & GAYE S	Date: 06/27/1994	Price: \$41,500
Type: NON-ARMS LENGTH OTHER	Deed1: RHO /02072/ 00166	Deed2:
Seller: MUSLIMANI SALIM	Date: 06/12/1991	Price: \$0
Type: ARMS LENGTH MULTIPLE	Deed1: RHO /01738/ 00319	Deed2:

Exemption Information

Partial Exempt Assessments:	Class	07/01/2021	07/01/2022
County:	000	0.00	
State:	000	0.00	
Municipal:	000	0.00 0.00	0.00 0.00

Special Tax Recapture: None

Homestead Application Information

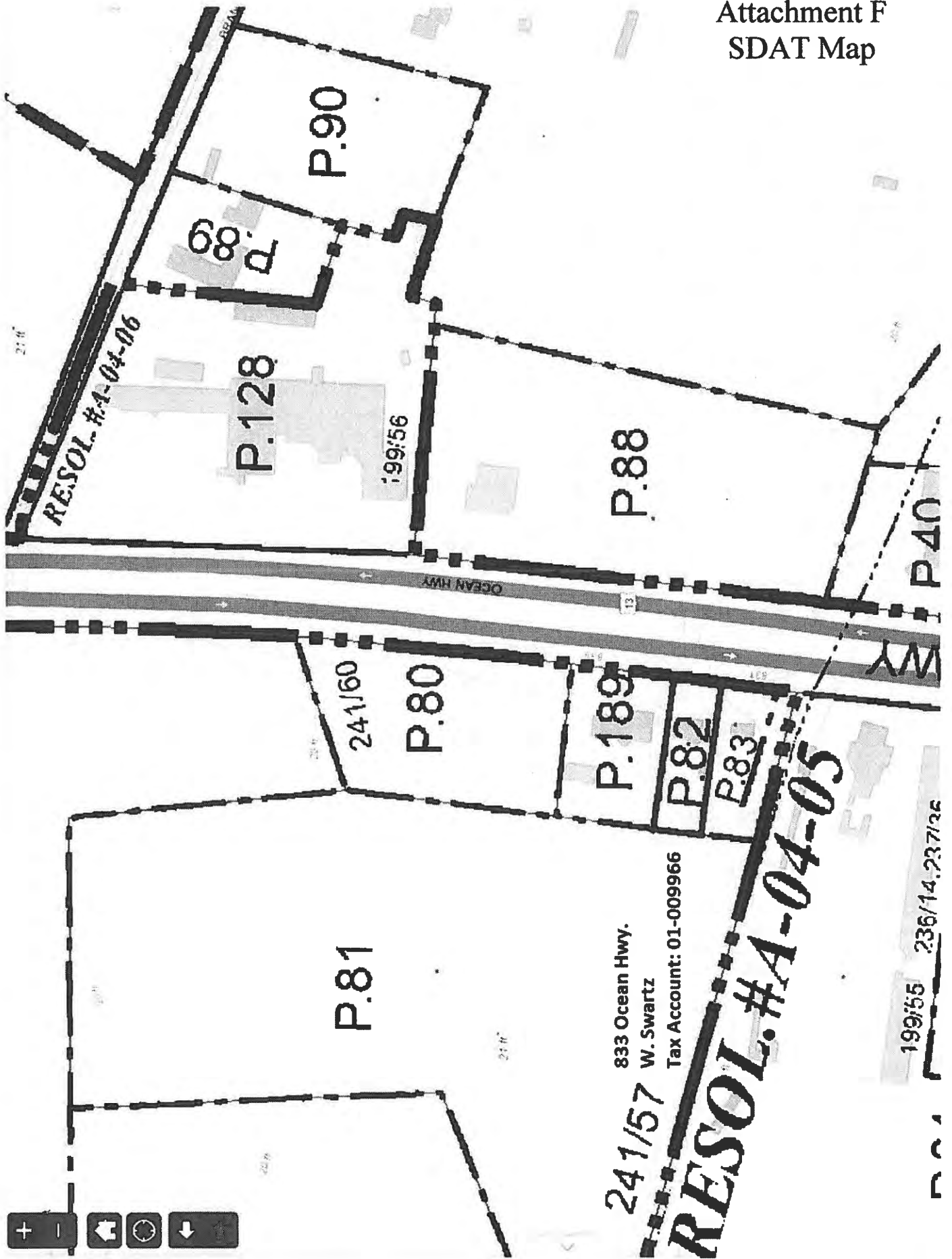
Homestead Application Status: No Application

Homeowners' Tax Credit Application Information

Homeowners' Tax Credit Application Status: No Application Date:

1. This screen allows you to search the Real Property database and display property records.

ITEM 14
Attachment F
SDAT Map



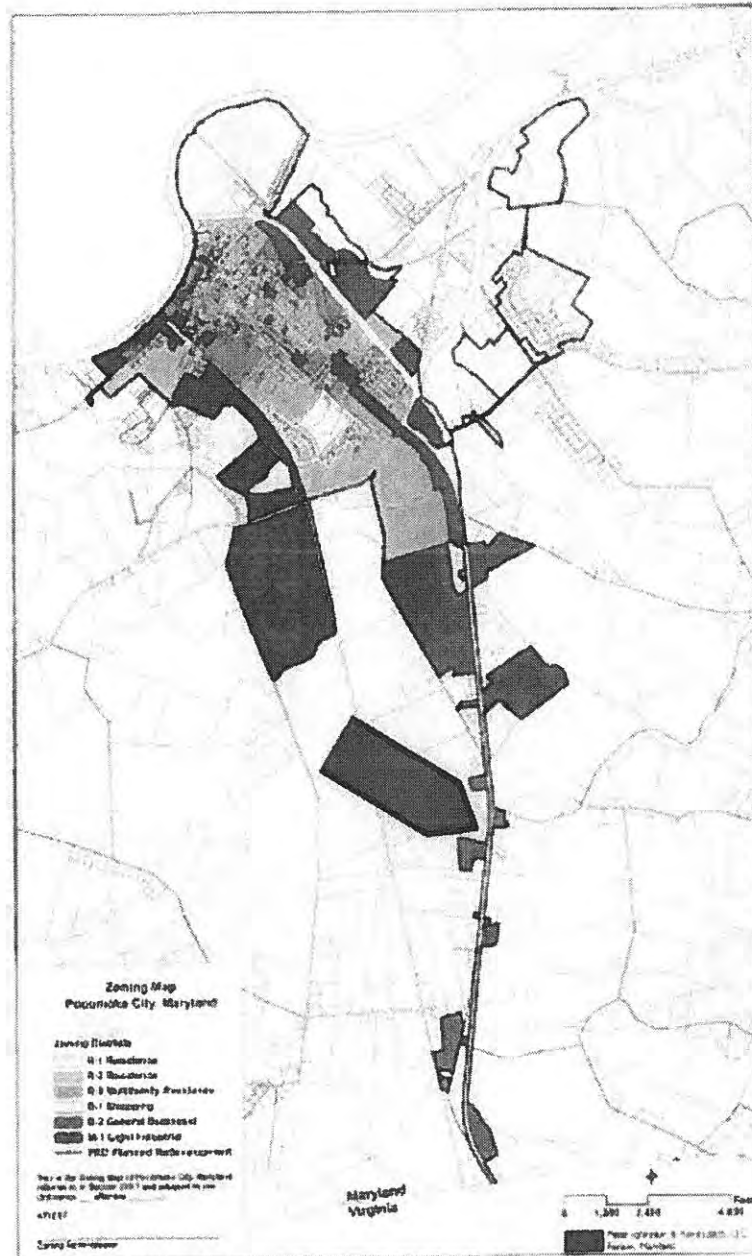
Attachment G Worcester County Zoning Map



Pocomoke City Zoning Map

ZONING

230 Attachment 1



230 Attachment 1-1

11-01-2018

Planning Commission
Minutes (5-4-22)

2. Preliminary Plan Review: The Waterfront Cottages at Pocomoke City, to construct 39 multi-family dwelling units on a combined 1.56- and 1.62-acre tract located at the west side of Clarke Avenue adjacent to the Pocomoke River. The property is zoned R-3, Multi-Family Residential. Project engineer is Solutions IPEM, LLC. Filed by Candise B. Dunlevy on behalf of Terrence F Blades Family Trust.

Mr. Brandewie noted that this application for concept and preliminary plan approval was tabled at the last Planning Commission meeting. It was recommended that the applicant, Mr. Fuller and Mr. Davis, conduct additional research for the suitability and marketability of apartments or another product such as 55+ Community or fee simple townhouses. Staff and the Mayor have not confirmed with City Council if they would like to weigh in with a workshop. Staff handed out the Comprehensive Plan's Community Design criteria and encouraged the Planning Commission to evaluate the proposed concept plan against the design criteria. No further action taken.

3. Annexation Request: 833 Ocean Highway, Paul J Swartz and William R. Owners request annexation to the city. Property consists of .29 acres and contains a single family dwelling. The owners are seeking to tie into the City's sewer system. Recommendation from Planning Commission needed for annexation and zoning.

Mr. Brandewie provided a staff report for this request to annex one property located at 833 Ocean Highway containing a single-family home. The request for annexation is driven by the need to hook-up into the City's sewer system due to a failed on-site sewer disposal system. The county has zoned the property business zoning as this was the designations assigned to all properties along Ocean Highway south to the Virginia line. Staff is recommending approval and is asking the Planning Commission to recommend approval of the annexation and to assign the property a B-2 zoning designation, consistent with the County's zoning pattern. Mr. Porter noted that if the property were to be zoned R-2, residential, it could be viewed as spot zoning since all the remaining property is zoned business by the County. The property could continue to be residential but as a nonconforming use. The property is adjacent to the City limits along the highway corridor.

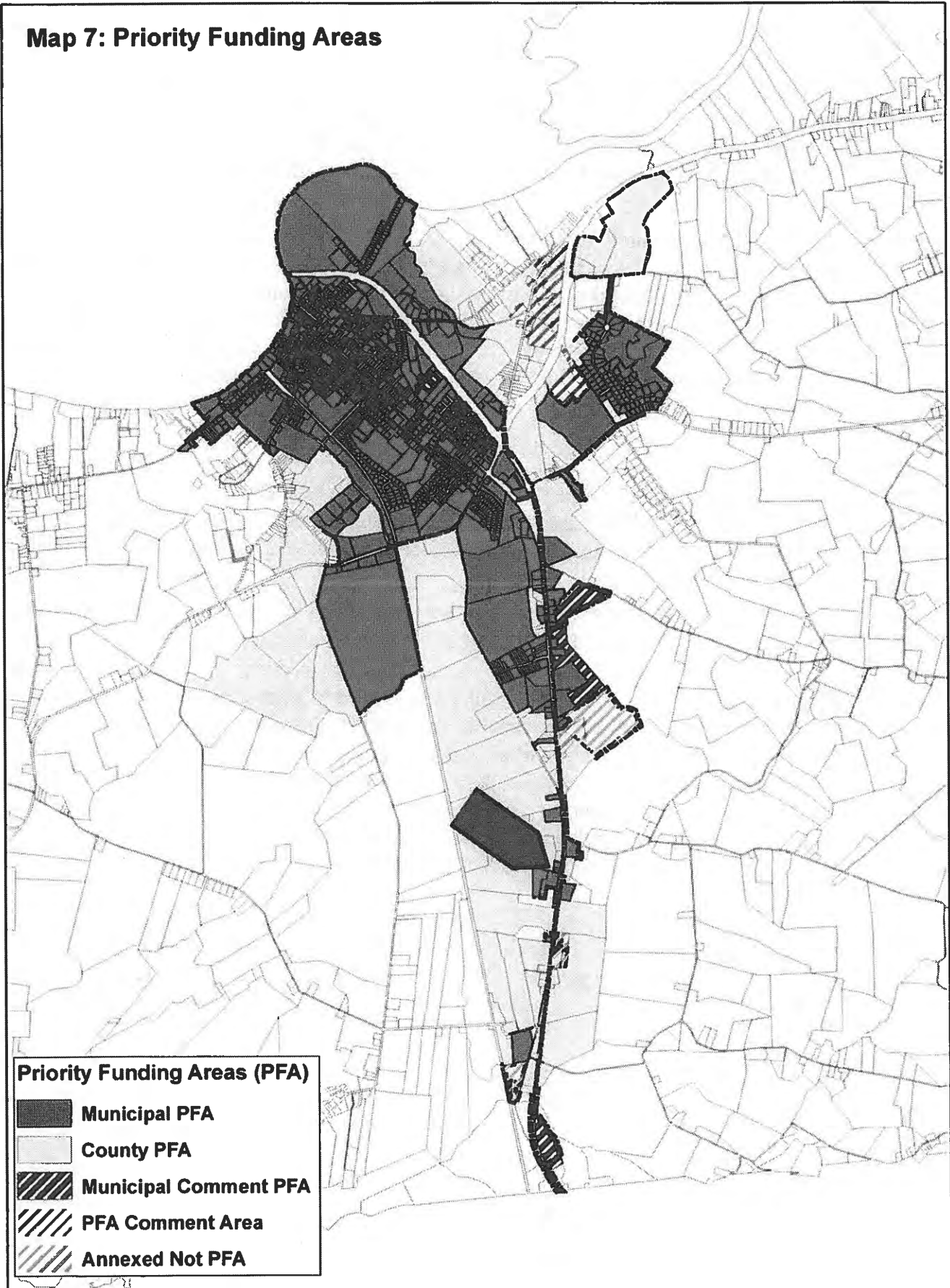
Nola Tullar made a motion to recommend approval of the annexation request and to assign it a B-2, General Business zoning designation. Second by Chris Vieira. Motion carried 4-0 in favor.

4. Approval of Minutes:

There were no minutes to approve.

5. Adjournment.

Map 7: Priority Funding Areas

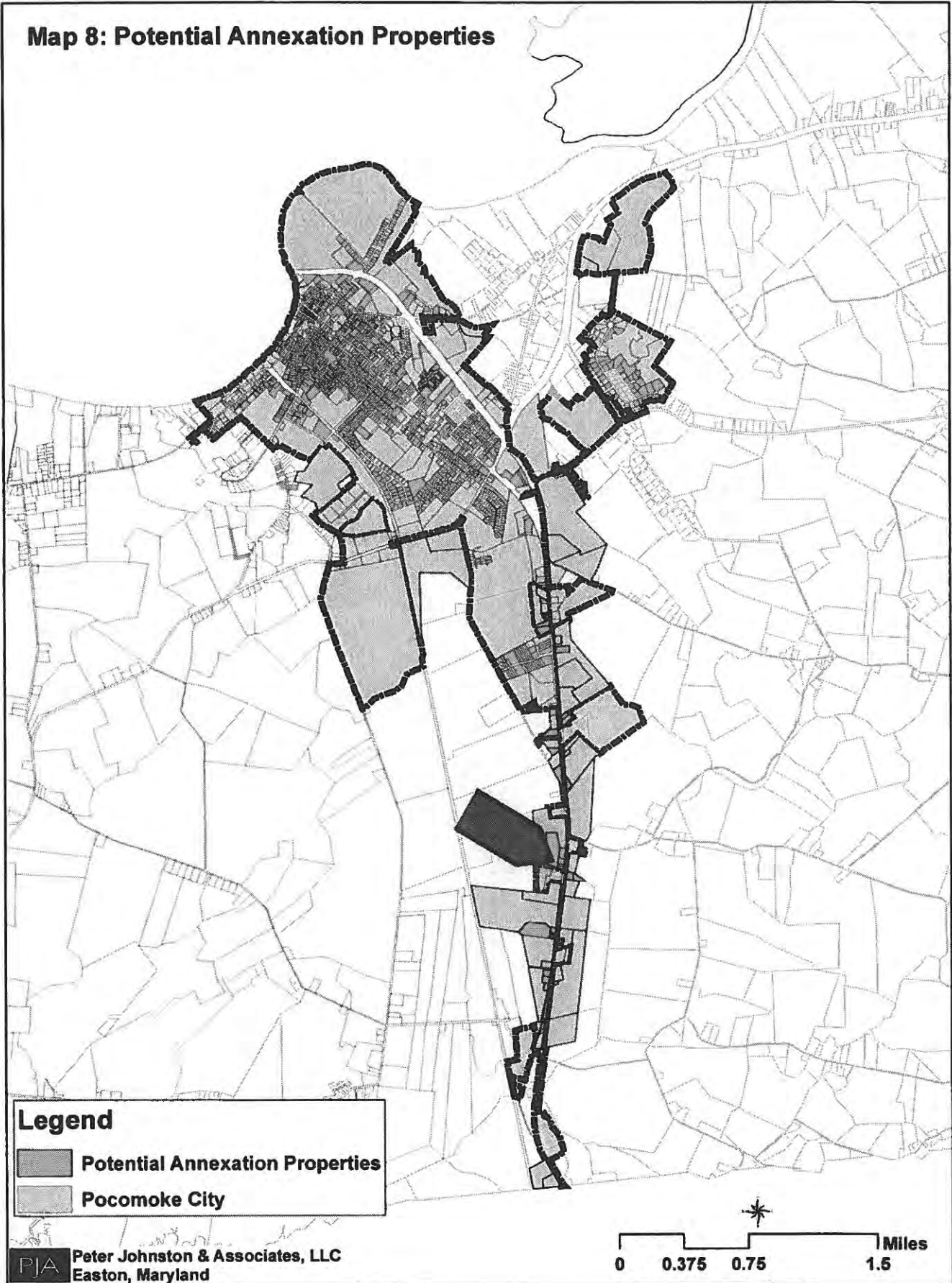


Priority Funding Areas (PFA)

- Municipal PFA
- County PFA
- Municipal Comment PFA
- PFA Comment Area
- Annexed Not PFA

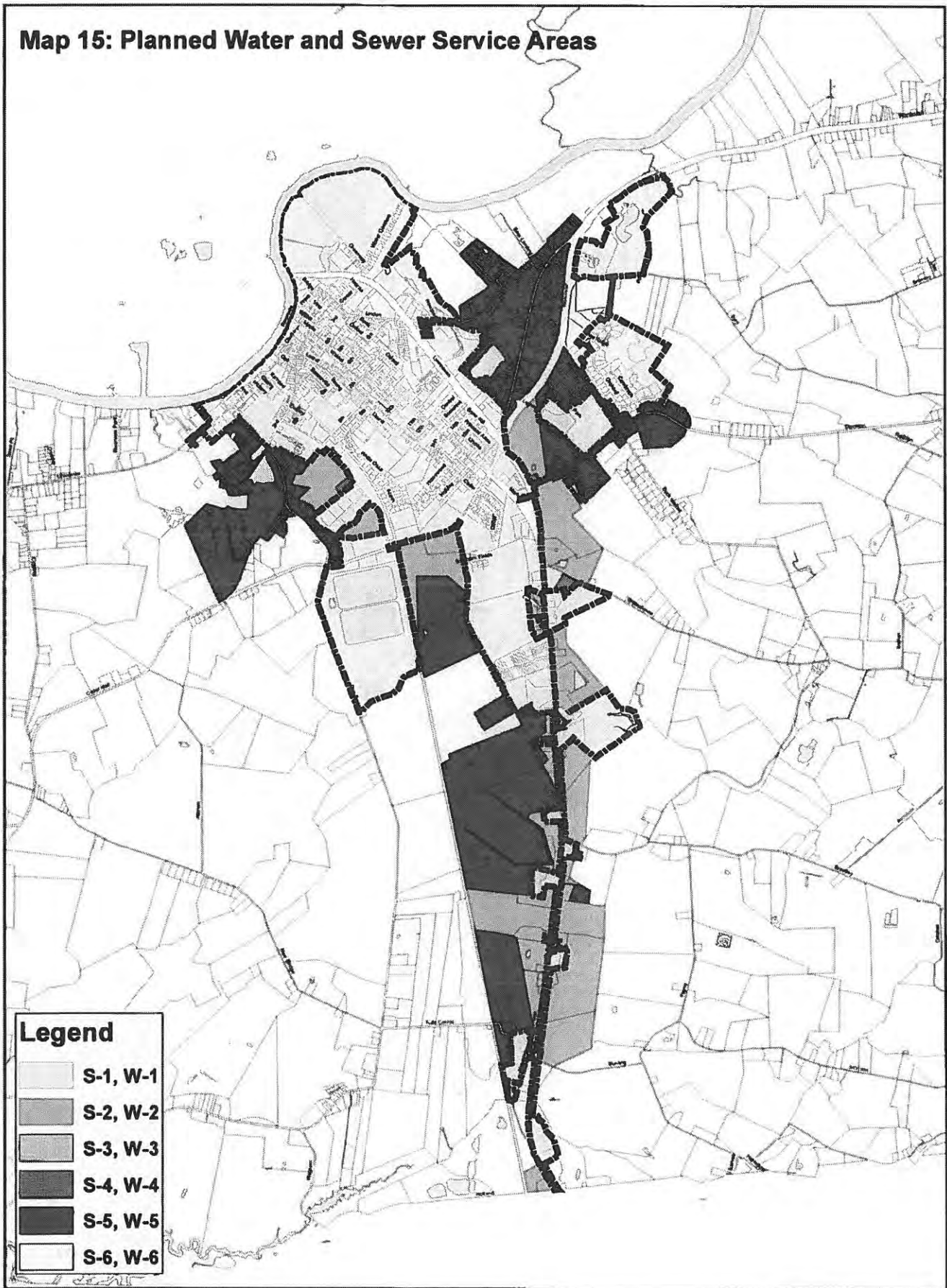
Pocomoke City Comprehensive Plan 2014





Map 15: Planned Water and Sewer Service Areas

Pocomoke City Comprehensive Plan 2014



 Peter Johnston & Associates, LLC
Easton, Maryland



0 0.375 0.75 1.5 Miles

Larry Hogan, Governor
Boyd Rutherford, Lt. Governor



Robert S. McCord, Secretary
Sandy Schrader, Deputy Secretary

Maryland DEPARTMENT OF PLANNING

July 26, 2022

The Honorable Susan Marshall Harrison, Mayor
Pocomoke City
City Hall, P.O. Box 29
Pocomoke City, Maryland 21851

Re: 833 Ocean Highway Annexation \ Resolutions 565 & 566

Dear Mayor Harrison:

Thank you for providing the Maryland Department of Planning (Planning) with information pertaining to the 833 Ocean Highway annexation. We have reviewed your submission and offer the following comments for consideration.

As you are aware, §4-416(b) of the Local Government Article specifies that the new zoning for the annexed land cannot be substantially different from the existing county zoning, without the express consent of the Worcester County Commissioners. In reviewing this annexation request, it is Planning's view that the proposed city zoning appears not to be substantially different from the current county zoning from a use perspective, as the proposed city zoning district allows for commercial uses of comparable type and intensity. In addition, the city zoning appears to not allow substantially higher density than the current zoning district as residential uses are not permitted in the proposed city zoning district. Planning recommends that Pocomoke City confer with Worcester County to confirm consistency of zoning, as provided in §4-416 of the Local Government Article. Please see Planning's attached Annexation Review for further details of our analysis.

The property proposed for annexation is currently located in a county-certified Priority Funding Area (PFA). Based on Planning's review of the annexation, the proposed zoning, and the county's Water and Sewerage Master Plan, the subject property appears eligible to remain designated as a PFA upon annexation. Upon the effective date of Resolutions 565 and 566, and once Planning has received official notification of the annexation from the Department of Legislative Services, Planning will confirm that no changes have occurred since our initial review and affirm the municipal PFA eligibility of the property. If Pocomoke City does not want the annexation parcel to be considered for designation as a municipal PFA, then the city should notify Planning prior to the effective date of the annexation.

The Honorable Susan Marshall Harrison, Mayor
Re: 833 Ocean Highway Annexation
Resolutions 565 & 566

ITEM 14
July 26, 2022
Page 2

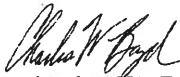
The annexation parcel is currently designated as W-2/S-2 (up to 5 years) in the Worcester County Comprehensive Water and Sewerage Plan. Although the city has stated it will not provide public water to the subject parcel, the city will be providing public sewer. As such, the city should work with Worcester County to process a sewer amendment to designate the property as S-1 (Served) prior to serving the property with public sewer.

Additionally, the Maryland State Highway Administration should be notified as the annexation property abuts U.S. Route 13 and there may be issues relevant to connecting to the sanitary sewer main located within the median of U.S. Route 13 (Ocean Highway).

Enclosed you will find important information concerning post annexation notification and participation in the Census Bureau's Boundary and Annexation Survey. The city should follow the appropriate procedures so that the annexed property is legally established as part of the incorporated municipality. To expedite Planning's updating of the PFA status, please send Tracey Gordy, Regional Director of Planning's Lower Eastern Shore Regional Office, a copy of the notification transmitted to the Department of Legislative Services.

If you desire further assistance please contact our Regional Director, Tracey Gordy, at (410) 713-3462.

Sincerely,



Charles W. Boyd, AICP
Director, Planning Coordination

cc: Robert S. McCord, Secretary of Planning
Jennifer Keener, Director, Worcester County Development Review and Permitting
Joe Griffiths, Manager Local Assistance and Training
Tracey Gordy, Director, MDP LES Regional Office

Attachments: Maryland Department of Planning Annexation Review
Municipal Reporting Responsibilities Following Annexation
Municipal Charter or Annexation Resolution Reposition Form

**Annexation Review
833 Ocean Highway**

Municipality	Pocomoke City
Name of Annexation	833 Ocean Highway
Resolution Number	Res. Nos. 565 and 566
Size of Parcels	0.29 Acres
Is the property contiguous in accordance with Section 4-401?	Yes
Public Hearing Date	8/1/2022
Current County Zoning	C2
Existing Density	

Purpose of the Current County Zoning District

The annexation parcel is currently zoned C-2 (General Commercial) District in Worcester County.

Under county zoning, the C-2 (General Commercial District) “is intended to provide for more intense commercial development serving populations of three thousand or more within an approximate ten to twenty-minute travel time. These commercial centers generally have higher parking demand and greater visibility”. The zoning regulations further state that “[c]ommercial structures and uses must be compatible with the community and the County’s character. Strip commercial forms of development are strongly discouraged”.

Permitted Use in the Current County Zoning District

The county’s C-2 zoning allows for intense commercial uses such as motels; hotels; retail and service establishments; professional offices; indoor recreational centers; restaurants; firehouses; cultural, social, and community centers; public and government buildings; religious institutions; funeral homes; daycare; contractor’s offices; wholesale establishments; warehousing; and self-storage. Residential uses are not permitted in the C-2 General Commercial District.

Proposed Municipal Zoning

B-2, General Business

Purpose of the Proposed Municipal Zoning District

The city’s current zoning ordinance does not provide written descriptions or purpose statements for the city’s zoning districts.

Permitted Use in the Proposed Municipal Zoning District

The city’s proposed B-2 (General Business) zoning allows for uses that are very similar to the permitted uses within the county’s C-2 Commercial zone. Some examples include motels, hotels, retail and service establishments, professional offices, recreational centers, restaurants, cultural and government buildings, religious institutions, funeral homes, contractor’s offices; wholesale establishments; warehousing; and self-storage. Residential uses are not permitted in the B-2 General Business District.

Is the proposed municipal zoning consistent with the county zoning? Yes

From a use perspective, the city’s proposed B-2 (General Business) zoning appears to be generally consistent with the county’s C-2 Commercial zoning, as both zones allow for similar commercial uses and do not allow for residential uses.

Proposed municipal zoning consistent density Yes

The proposed municipal B-2 General Business District appears to be consistent with the county’s C-2 General Commercial District from a density perspective, as neither zone allows for residential uses thus preventing the potential for greater than a 50% increase in residential density.

County waiver recommended? No

The existing county zoning and the proposed municipal zoning appear to be consistent from both a use and density perspective, therefore a waiver is not recommended. The city has indicated it will not be seeking a waiver from Worcester County.

Issues of State interest:

The annexation parcel is currently designated as W-2/S-2 (up to 5 years), in the Worcester County Water and Sewer Plan, therefore a Water and Sewer Plan amendment is necessary before the city serves the property with public sewer. The city has stated it has no plans to serve the property with public water.

State Highway should be notified as the property abuts U.S. Route 13 and there may be issues relevant to connecting to the sanitary sewer main located within the median of U.S. Route 13 (Ocean Highway).

Is the property in a Designated Growth Area? Yes

The annexation parcel is designated as a "potential annexation area" on Map 8: Potential Annexation Areas of the Municipal Growth Element of the 2014 Pocomoke City Comprehensive Plan.

Is the property eligible to become a Priority Funding Area? Yes

The annexation parcel is located within a county-certified PFA with the Department of Planning's concurrence, therefore the parcel is currently a PFA. Upon annexation, the parcel will be eligible for PFA status as it will continue to be zoned commercial, will be served by sewer, and is located within the city's designated growth area as depicted on the Municipal Growth Element's Potential Annexation Properties Map (Map #8) within the city's 2014 Comprehensive Plan.

Maryland Department of Planning Reviewer: tracey.gordy@maryland.gov

Date Submitted: 6/24/2022



MUNICIPAL REPORTING RESPONSIBILITIES FOLLOWING ANNEXATION

State Municipal Reporting Responsibilities

There are state law municipal reporting responsibilities requiring the municipality to promptly submit certain information after an annexation is approved:

1. The Local Government Article, section § 4-414, Annotated Code of Maryland, requires that municipalities send a copy of the annexation resolution with the new boundaries to the Maryland Department of Legislative Services if an annexation is approved. Please copy the Maryland Department of Planning so that we are aware of the approved annexation boundaries.

The copy of the annexation resolution, along with the Municipal Charter Or Annexation Resolution Reposition Form (below), with the new boundaries shall be sent within 10 days after the resolution takes effect to:

State Department of Legislative Services
Legislative Division
90 State Circle
Annapolis, Maryland 21401

2. State law requires that upon annexation approval, the chief executive and administrative officer of a municipality that has annexed property forward the annexation resolution and map with the new boundary to the local municipal clerk, Clerk of the Court in the county or counties in which the municipal corporation is located and, for those municipalities in Montgomery and Prince George's County, to the Maryland-National Capital Park and Planning Commission.

Census Bureau Boundary and Annexation Survey

To ensure that persons residing on annexed land are counted as part of the municipal population, the U.S. Census Bureau periodically mails to all municipal corporations a Boundary and Annexation Survey (BAS).

Following an annexation, no immediate action is required. The Census Bureau will notify the person who has been identified by the municipality as the contact person by mail and/or e-mail. Municipalities may submit boundary corrections or changes through the Bureau's free Partnership software. In the past, the U.S. Census Bureau mailed out the BAS survey on a varying schedule based on the population size of the incorporated town. The Mayor or other municipal officials must complete the BAS, update the maps and certify that the boundary shown reflects the legal corporate limits as of January 1 of the survey year. Boundary information must be returned to the Census Bureau by March 1st of the survey year to be properly recorded for the Census Bureau's annual population estimates and American Community Survey products.

The purpose of the Survey is to obtain the most accurate boundary information, including boundary changes due to annexations, detachments, mergers, or other reasons. These boundary changes are incorporated into the Census Bureau's files and used for tabulating Census data. The BAS information is used to provide an appropriate record for reporting the results of the decennial and economic censuses, and annual surveys such as the Population Estimates Program and the American Community Survey.

Maryland Department of Planning can assist municipalities in updating their boundary information. Questions regarding the Census Bureau's Boundary and Annexation Survey or assistance in submitting the BAS may be referred to Alfred Sundara at the Maryland Department of Planning at 410-767-4002 or alfred.sundara@maryland.gov.

Additional information about the Census Bureau's BAS program is available at the following link <https://www.census.gov/programs-surveys/bas.html>

MUNICIPAL CHARTER OR ANNEXATION RESOLUTION REPOSITION FORM

Section 4-109 of the Local Government Article of the Annotated Code of Maryland requires municipal officials to deposit certain municipal documents with the Department of Legislative Services. Please use this registration form for each resolution that alters the charter or the boundaries of your municipal corporation. Complete a separate form for each resolution, and mail the entire text of the resolution, along with this form to:

Georgeanne Carter, Legislative Counsel
 Municipal Resolution Reposition
 Department of Legislative Services
 90 State Circle
 Annapolis, MD 21401-1991

_____	_____
Municipal Corporation	County(ies)

Name and Title of Official Submitting this Resolution	
_____	_____
Address	Phone
_____	_____
	Date of Submitting this Resolution*
_____	_____
Resolution Number	Date Enacted by Legislative Body

	Effective Date**

1) *For an annexation resolution*, state the charter section (e.g., boundary description section, appendix) that is amended _____ OR state the charter section (e.g., general powers section) pursuant to which the property is annexed _____. (*Enclose a copy of the metes and bounds description of the complete boundaries of your municipal corporation that includes the newly annexed property, including the number of acres and the point of beginning coordinates for the newly annexed property.*)

For a charter resolution, state whether the entire charter is repealed and a new charter is adopted _____ OR state the specific section(s) that is added, repealed, renumbered, or repealed and reenacted with amendments _____.

2) Number of votes cast by the legislative body for _____ and against _____ this resolution.

3) Will this resolution be petitioned to referendum? _____

If "yes", date of the referendum election (if known) _____.

** A resolution should be submitted to the Department of Legislative Services 10 days after the effective date of the resolution (§ 4-109(b) of the Local Government Article). Generally, provided that a resolution is not petitioned to referendum, the effective date for a charter resolution is 50 days after enactment (§ 4-304(c) of the Local Government Article), and for an annexation resolution is no earlier than 45 days after enactment (§ 4-407 of the Local Government Article).*

DLS/9-14

August __, 2022

Mayor Susan Marshall Harrison
Mayor and Council of Pocomoke City
City Hall
Post Office Box 29
Pocomoke City, Maryland 21851

Re: Annexation Resolutions No. 565 and 566 – Pocomoke City

Dear Mayor Harrison:

Please be advised that at our meeting on August 16, 2022, the Worcester County Commissioners reviewed the proposed annexation and zoning of property located at 833 Ocean Highway and identified on Tax Map 92 as Parcel 82, Lot 2, to be annexed into the corporate limits of the Town of Pocomoke City in accordance with Annexation Resolutions No. 565 and 566. After careful review of the proposed annexation and the opinion of County Staff, I am pleased to report that the Commissioners concur with the proposed rezoning upon annexation as the proposed B-2 zoning designation would not allow uses substantially different from those of the County Comprehensive Plan, as well as the County's Zoning and Subdivision Control Article.

Thank you for providing us with an opportunity to review this proposed annexation. If you should have any questions or concerns, please feel free to contact Weston S. Young, Chief Administrative Officer, at this office.

Sincerely,

Joseph M. Mitrecic
President

cc: Jennifer K. Keener, Director of Development, Review and Permitting



Worcester County Office of Tourism
104 West Market Street | Snow Hill MD 21863 | (410) 632-3110 | www.VisitMarylandsCoast.org

MEMORANDUM

August 10, 2022

To: Weston Young, Chief Administrative Officer
Joseph Parker, Deputy Chief Administrative Officer

CC: Worcester County Commissioners
Kim Reynolds, Senior Budget Accountant

From: Melanie Pursel, Director
Worcester County Office of Tourism & Economic Development

Re: Maryland Tourism Development Board (MTDB)
FY23 County Cooperative Marketing Grant

Attached are three copies of the MTDB Marketing Grant Agreement. Our award for FY23 is \$1,012,508.00 with an increase of \$884,995.00 over the previous fiscal year (\$127,513).

Each year, Worcester County Tourism receives a grant from the state for advertising and marketing for the county. The grant is based on a formula that takes into consideration the level of county advertising expenditures and the performance of tourism tax revenues. We spend almost 100% of the grant on advertising in digital, print, online, TV, and radio marketing and advertising, both in and out of the market.

The grant amount varies each year due to the state grant pool and especially this year with differences caused by the pandemic. It is also dependent on the levels of advertising expenditures in all the other counties in the state of Maryland. In addition, Governor Hogan infused an **additional \$8 million** into tourism, specifically for advertising. This was divided among the county Destination Marketing Organizations (DMOs) based on the adopted funding formula. As a result of our continued spending on advertising during CY 21 and increase in various tourism tax codes, we received the second highest allocation in the state. This additional funding is only for FY 23; however, we will be advocating in Annapolis for this funding to continue in the future. Below is the notification received from the Department of Commerce:

The Maryland Tourism Development Board (MTDB) is committed to supporting tourism marketing and development efforts conducted by local jurisdictions, which in turn, provide a return on investment to Maryland. In June 2022, the MTDB reviewed the FY 23 Destination Marketing Organization (DMO) Grant Program as part of the Maryland Office of Tourism Development (OTD) annual Marketing and Development Plan and the \$2.5 million funding pool legislated



Worcester County Office of Tourism

104 West Market Street | Snow Hill MD 21863 | (410) 632-3110 | www.VisitMarylandsCoast.org

in the Tourism Promotion Act of 2008. In mid-July 2022, the Office of Governor Larry Hogan approved the allocation of \$8 million in Rainy Day funds provided through legislation passed by the Maryland General Assembly.

The FY 23 allocation formula is unique because of the one-time addition of the \$8 million in Rainy Day funds to OTD's budget. Based on your jurisdiction's formulaic performance, the MTDB is pleased to award Worcester County Tourism a grant in the amount of \$1,012,508.00.

In order to access the grant funds, we are requesting an official signature on the attached grant. Once the signature is executed, please return to the tourism office to be processed and sent to the state. This annual agreement, typically signed by the President of the Commissioners or any designated authority is due by November 1, 2022.

Kindly let me know if you have any questions.

Attachments

MARYLAND DEPARTMENT OF COMMERCE
MARYLAND TOURISM DEVELOPMENT BOARD

FY 2023 DESTINATION MARKETING ORGANIZATION
GRANT AGREEMENT

THIS GRANT AGREEMENT (“Agreement”) is made between the Department of Commerce (“Commerce” or the “Department”), a principal department of the State of Maryland (the “State”), acting through the Maryland Tourism Development Board (“MTDB”), an agency of the Department, Worcester County Tourism (“Grantee”) whose Federal Identification Number is 52-6001064.

RECITALS

A. Grantee has requested grant assistance from MTDB in order to undertake activities consistent with Section 4-202 of the Economic Development Article of the Maryland Code, which establishes as MTDB’s mission: “To guide, stimulate, and promote the coordinated, efficient, and beneficial development of travel and tourism in the State so that the State can derive the economic, social, and cultural benefits of travel and tourism to the fullest extent possible.”

B. Consistent with Sections 4-212, 4-213 and 4-214 of the Economic Development Article of the Maryland Code, which require MTDB to: develop an annual marketing plan; encourage, assist, and coordinate the tourism activities of local and regional promotional organizations; and spend funds for the assistance and development of tourism and travel industries in the State, MTDB has developed a policy to financially support those political subdivisions that have presented viable marketing plans that are consistent with the State’s annual tourism marketing plan. Section 4-214 further provides that the MTDB “shall set policies for spending money on tourism advertising, written and graphic materials, cooperative and matching promotional programs, and other tourism and travel developmental and promotional activities for the State; spend money of the Fund to plan, advertise, promote, assist, and develop the tourism and travel industries in the State; and beginning in Fiscal Year 2011, provide grants of not less than \$2,500,000 in total each fiscal year to destination marketing organizations for the purpose of attracting visitors to the State.”

C. MTDB has approved the award of funding assistance to Grantee, to be expended by Grantee in accordance with this Agreement and the MTDB FY 2023 Destination Marketing Organization Grant Guidelines, attached hereto and incorporated herein as Exhibit A.

THEREFORE, IN CONSIDERATION of the foregoing and the mutual promises and covenants contained in this Agreement, MTDB and Grantee agree as follows:

1. Grant. MTDB agrees to provide Grantee with funds in an amount not to exceed One Million Twelve Thousand Five Hundred Eight Dollars (\$1,012,508.00) (the “Grant” or “Grant Funds”), subject to the availability of funds for such purpose.
 - a) Grant Formula: MTDB has awarded the Grant allocated through a formula that addresses the annual MTDB \$2.5M appropriation and an FY23 appropriation of \$8M. The formula for the \$2.5 M appropriation utilizes a Base Grant of \$20,000, Grantee’s

Calendar Year (CY) 2021 Qualifying Expenditures, growth of those Qualifying Expenditures over CY 2019 and growth of FY 2021 comptroller-determined lodging tax revenues over an average of FY 2018, 2019 and 2021. The formula for the \$8M appropriation utilizes a Base Grant of \$100,000 and Grantee's Calendar Year (CY) 2021 Qualifying Expenditures.

b) Grant Term: The Agreement is in effect from July 1, 2022 to June 30, 2023.

c) Grantee shall participate in the annual Tourism Economic Impact Report for the State of Maryland and Maryland's DMO's.

2. Purpose. Grantee may use the Grant only for the purposes and in the manner set forth in its FY 2023 Destination Marketing Organization Application Questionnaire, attached hereto and incorporated herein as Exhibit B. Grant funds are intended to supplement the Grantee's annual budget not replace year-over-year budget reductions incurred by the Grantee.

3. Guidelines. Execution of this Agreement by Grantee shall bind Grantee to all terms and conditions set forth in Exhibit A.

4. Disbursement.

a) Costs will be reimbursed at a rate of either 100% or 50% as described in Exhibit B. Any expenditure not explicitly identified in these guidelines is ineligible for reimbursement. OTD shall have the right to review and reject any expenditure deemed in its sole discretion to be ineligible.

b) Grantee must submit all reimbursement requests no later than July 28, 2023. Disbursements of Grant Funds are subject to the continuing availability of funds for such purpose, the State's fiscal position, the Department's financial resources, and compliance with all applicable laws. The Department may, at any time, assess the State's fiscal position and the Department's financial resources and reduce the amount of undisbursed Grant funds. If Grantee is a nonprofit entity under Section 501(c)(3), (4) or (6) of the Internal Revenue Code, the Grant Funds may be applied toward indirect costs in accordance with Section 2-208 of the State Finance and Procurement Article, Annotated Code of Maryland. Grantee shall report any Grant Funds applied to indirect costs in funding requests and financial reports submitted to Commerce.

5. Notices. All notices, requests, and consents made pursuant to this Agreement must be in writing or via email. Any communication is effective when mailed, first-class postage prepaid and or emailed, as follows:

a) Submit Grant Agreement with Exhibits A, B, W-9 Request for Taxpayer Identification Number and Certification (completed), C (when applicable) and all other applicable correspondence, including but not limited to, advertising creative approval requests, reimbursement requests, invoices, qualifying expenditure reports, and/or other required proof of performance via email to:

Mr. Peter Cento
EMAIL: peter.cento@maryland.gov
Maryland Office of Tourism Development
401 East Pratt Street, 14th Floor
Baltimore, MD 21202
TEL: 410.767.6295

- b) Submit copies of all applicable correspondence as noted above to:

Ms. Marci Wolff Ross, Senior Assistant Director for Tourism
Development
EMAIL: marci.ross@maryland.gov
Maryland Office of Tourism Development
401 East Pratt Street, 14th Floor
Baltimore, MD 21202
TEL: 443.498.3842

- c) Communications to Grantee (required):

Melanie Pursel
Director Office of Tourism & Economic Development
104 West Market St
Snow Hill, MD 21863
410-632-3110
mpursel@marylandscoast.org

- d) Communications to Grantee (alternate):

Taryn Bradley
Office Assistant V
Address 104 West Market Street
410-632-3110
tbradley@marylandscoast.org

6. Amendment. This Agreement may be amended only by a written instrument executed by both parties.

7. Maryland Law. This Agreement shall be construed, interpreted, and enforced in accordance with the laws of the State of Maryland.

8. Political Contributions.

a) Grantee shall not use any Grant Funds to make contributions: to any persons who hold, or are candidates for, elected office; to any political party, organization, or action committee; or in connection with any political campaign or referendum.

b) If in any fiscal year ending during the term of this Agreement Grantee derives more than 50% of its operating funds from State funding, it shall not contribute any money or thing of value: to any persons who hold, or are candidates for, elected office; to any political party, organization, or action committee; or in connection with any political campaign or referendum.

9. Entire Agreement; Counterparts; Signatures. This Agreement, together with the Exhibits incorporated by reference, represents the complete and final understanding of the parties. No other understanding, oral or written, regarding the subject matter of this Agreement, may be deemed to exist or to bind the parties at the time of execution. This Agreement may be executed in any number of duplicate originals or counterparts, each of which such duplicate originals or counterparts shall be deemed to be an original and all taken together shall constitute one and the same instrument. Signatures provided by facsimile or other electronic means, for example, and not by way of limitation, in Adobe .PDF sent by electronic mail, shall be deemed to be original signatures.

10.. Termination Prior to Expiration of Term Period. The Department and/or the State reserves the right to terminate the Agreement by written notice to Grantee if (a) the purpose of the Agreement can no longer be fulfilled or met, (b) Grantee materially fails to perform its obligations under the Agreement or otherwise violates the terms of the Agreement and/or any exhibits attached thereto, or (c) it's in the best interest of the Department and/or the State to terminate. Unless such termination is due to Grantee's failure to perform its obligations or Grantee's violation of the Agreement, the Department shall disburse Grant Funds to cover the allowable expenses, as set forth in Exhibit B or elsewhere in this Agreement, incurred by Grantee prior to termination. In the event the termination is due to Grantee's failure to perform or Grantee's violation of the Agreement, the Department, at its sole discretion, may require Grantee to repay all or any portion of the disbursed Grant Funds. Nothing in this provision relieves the Grantee from liability for any damages caused by Grantee's failure to perform or Grantee's violation of this Agreement. Grantee shall indemnify and hold harmless the Department for any damages, claims, costs, or expenses, including reasonable attorney's fees and court costs, due to Grantee's failure to perform and/or violations of this Agreement.

WITNESS/ATTEST:

GRANTEE:

By: _____
(Signature)

By: _____
(Signature)

(Printed Name)

Joseph Mitrecic
(Typed Name)

President, Worcester County Commissioners
(Title)

**WITNESS:
DEVELOPMENT BOARD:**

MARYLAND TOURISM

(Signature)

By: _____
(Signature)

(Printed Name and Title)

(Printed Name and Title)

Date: _____

Approved for form and legal sufficiency by:

_____, Assistant Attorney General

- Attachments: Exhibit A: FY 2023 DMO Grant Guidelines
- Exhibit B: FY 2023 DMO Application Questionnaire
- Exhibit C: Application Affidavit, if applicable



Worcester County Recreation & Parks
6030 Public Landing Road | Snow Hill MD 21863 | (410) 632-2144 | www.PlayMarylandsCoast.org

MEMORANDUM

TO: Weston S. Young, Chief Administrative Officer
Joseph E. Parker III, Deputy Chief Administrative Officer
FROM: Kelly Rados, Director of Recreation & Parks
DATE: August 9, 2022
SUBJECT: Adult Drop-In Fee Increase Request

This is a request to increase our recreation program fees for our Adult Drop-In programs. The proposed increase would go into effect for the Fall season.

Table with 3 columns: Program Fees, Current Fee, Proposed Fee. Row 1: Adult Drop-In Programs, \$3, \$5

Adult Drop-In Programs include Soccer, Basketball, Pickleball, and Volleyball. These programs typically run once a week, for two hours, throughout the year. Drop-In fees are paid per night, and organized scrimmage type games are offered for recreational play.

Justifications for the proposed fee increase include

- 1. Our minimum fee for processing a credit card is \$5
2. Our front desk staff struggles to provide adequate customer service to people asking for a credit to their account because they paid more than \$3 when charging their credit card.
3. We keep a limited amount of cash on hand at our front desk and within cash boxes when off-site. Often times, staff doesn't have adequate change on hand.
4. Many of our programs last longer than 1 hr. and therefore at or current rate of \$3 they are paying \$1.50/hr.

We recognize that one of our core values is to be continued as "affordability" for all participants. The \$3 Drop-In fee has never been increased, and we feel it is an "out of date" price. In reviewing other neighboring Recreation facilities, we found that a \$5 drop-in rate is what is typically charged.

Thank you, in advance, for your consideration of this request. If you have any questions or need additional information, please contact me at 410.632.2144, ext. 2502

cc: Ben Kirk, Recreation Superintendent



OFFICE OF THE TREASURER

Worcester County

GOVERNMENT CENTER

ONE WEST MARKET STREET, ROOM 1105

P.O. Box 248

SNOW HILL, MARYLAND

21863

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

PHILLIP G. THOMPSON, CPA
FINANCE OFFICER

JESSICA R. WILSON, CPA
DEPUTY FINANCE OFFICER

TO: Weston S. Young, Chief Administrative Officer
FROM: Phillip G. Thompson, Finance Officer *PK*
DATE: August 8, 2022
SUBJECT: Enterprise Fund Budget Amendments

As you are aware, the FY23 budget for the Water and Wastewater and Solid Waste Enterprise Funds were adopted and approved on the same day as the Public Hearing. Because of this, the final approved personnel budget items had not been incorporated in the final budget documents because they were also approved with the General Fund Budget on the same day.

The primary changes we are requesting include the allocation of the approved cost of living adjustment (COLA) and step for our employees and moving this activity from the Other Charges category, where it is placed during the budget work-sessions, to the Personnel category for final budget purposes. In addition, the Interfund Charges category reflects the allocation of other County Departments who provide a support function to the Enterprise Funds and includes the impact of the COLA and step for this function. The final notable change includes moving equipment purchases totaling \$120,000- from the Maintenance and Services category to the Capital Equipment category for the Water and Wastewater Division. This is a line item change only which does not change the budget amount requested.

It is important to point out that the rates and fees adopted for FY23 remain unchanged and are not impacted by the requested amendments. As a result, I am respectfully requesting your approval and adoption of the attached Budget Amendments to the FY23 Operating Budgets. Should you have any questions, or require additional information, please do not hesitate to contact me.

**RESOLUTION NO. 22-__
RESOLUTION BUDGET AMENDMENT
FOR FISCAL YEAR 2023**

Recitals

- A. Worcester County Code CG Section 5-310, the County Commissioners adopted a Resolution on June 7, 2022 for the Sanitary Service Area budgets, assessments and charges for Fiscal Year 2023.
- B. The County Commissioners have identified changes to the Sanitary Service Area budgets for the final personnel increases for eligible employees and Transfers In to be included in Fiscal Year 2023 budget.

NOW, THEREFORE, BE IT RESOLVED by the County Commissioners of Worcester County, Maryland that:

- 1. The County Commissioners adopt a budget amendment for Fiscal Year 2023 to increase/(decrease) the following budget categories:

Budget Category	Adopted	Amended	Change
Personnel Services	\$5,684,417	\$6,111,589	\$427,172
Supplies & Materials	1,005,157	1,005,157	0
Maintenance & Services	5,167,598	5,167,598	0
Other Charges	436,294	173,697	(262,597)
Interfund Charges	807,748	820,347	12,599
Capital Equipment	858,000	858,000	0
Total Approved Expenses	\$13,959,214	\$14,136,388	\$177,174
Charges for Services	\$12,808,446	\$12,808,446	\$0
Interest & Penalties	151,600	151,600	0
Operating Grants	31,500	31,500	0
Miscellaneous	379,825	379,825	0
Transfers In (Out)	587,843	765,017	177,174
Total Anticipated Revenues	\$13,959,214	\$14,136,388	\$177,174

AND BE IT RESOLVED that this Resolution will become effective July 1, 2022.

PASSED AND ADOPTED this 16th day of August, 2022:

Attest:

Worcester County Commissioners

Weston S. Young
Chief Administrative Officer

Joseph M. Mitrecic
President

Theodore J. Elder
Vice-President

Anthony W. Bertino, Jr.
Commissioner

Madison J. Bunting, Jr.
Commissioner

James C. Church
Commissioner

Joshua C. Nordstrom
Commissioner

Diana Purnell
Commissioner

**RESOLUTION NO. 22-__
RESOLUTION BUDGET AMENDMENT
FOR FISCAL YEAR 2023**

Recitals

- A. Worcester County Code CG Section 5-310, the County Commissioners adopted a Resolution on June 7, 2022 for the Solid Waste Enterprise Fund Budget and Fees for Fiscal Year 2023.
- B. The County Commissioners have identified changes to the Solid Waste budget for the final personnel increases for eligible employees offset by two personnel retirements and tipping fee revenue increase to be included in the Fiscal Year 2023 budget.

NOW, THEREFORE, BE IT RESOLVED by the County Commissioners of Worcester County, Maryland that:

- 1. The County Commissioners adopt a budget amendment for Fiscal Year 2023 to increase/(decrease) the following budget categories:

Budget Category	Adopted	Amended	Change
Personnel Services	\$1,451,172	\$1,446,127	(\$5,045)
Supplies & Materials	34,295	34,295	0
Maintenance & Services	1,402,225	1,402,225	0
Other Charges/Lease Pay	758,037	694,574	(63,463)
Debt Service	444,154	444,154	0
Interfund Charges	(198,957)	(186,114)	12,843
Capital Equipment	920,000	920,000	0
Total Approved Expenses	\$4,810,926	\$4,755,261	(\$55,665)
Tipping Fees	\$4,165,900	\$4,170,900	\$5,000
Licenses & Permits	4,500	4,500	0
Interest & Penalties	5,046	5,046	0
Miscellaneous	330,000	330,000	0
Transfers In (Out)	305,480	244,815	(60,665)
Total Anticipated Revenues	\$4,810,926	\$4,755,261	(\$55,665)

AND BE IT RESOLVED that this Resolution will become effective July 1, 2022.

PASSED AND ADOPTED this 16th day of August, 2022:

Attest:

Worcester County Commissioners

Weston S. Young
Chief Administrative Officer

Joseph M. Mitrecic
President

Theodore J. Elder
Vice-President

Anthony W. Bertino, Jr.
Commissioner

Madison J. Bunting, Jr.
Commissioner

James C. Church
Commissioner

Joshua C. Nordstrom
Commissioner

Diana Purnell
Commissioner

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



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

DALLAS BAKER JR., P.E.
 DIRECTOR

CHRISTOPHER CLASING, P.E.
 DEPUTY DIRECTOR

MEMORANDUM

TO: Weston Young, P.E. – Chief Administrative Officer
 Joseph Parker, - Deputy Chief Administrative Officer

FROM: Dallas Baker Jr., P.E. – Director *Dallas Baker Jr*

DATE: August 8, 2022

SUBJECT: Design Funding Request for Riddle Farm Waste Water Treatment Plant (WWTP)

Public Works is requesting Commissioner approval for a \$100,000 intergovernmental loan from the General Fund to the Riddle Farm Sewer District to design improvements for the WWTP. The Riddle Farm WWTP has been experiencing issues with the current filter membranes which frequently clog, requiring them to be removed and cleaned. While they are cleaned, treatment capacity at the plant is diminished and flows must be diverted to an overflow tank. The excess waste water is then pumped and hauled away via a contract hauler using a tanker truck. Trucks are used on average 8-10 times a day 4-5 days a week during cleaning cycles.

Local engineering firm GMB was brought in to investigate what improvements needed to be made to the plant to switch to an alternate style membrane, identical to what is used at Mystic Harbor WWTP. The Mystic plant does not experience the same clogging issues and has a history of proven performance. GMB has completed a Preliminary Engineering Report with recommendations for changing the membranes, associated pumps, piping, and other appurtenances to return Riddle Farm to consistent operations. The \$100,000 requested covers the development of full construction documents (plans and specifications) and the necessary MDE permits. The construction estimate is \$1.2 to \$1.7 Million.

Public Works is actively applying for grants to cover the construction, however, we are requesting design money now in order to keep the project moving. The design and permitting process is expected to take 10 months. The debt burden for the Riddle Farm service was projected at \$920,235 which did not include the requested loan. The area does not have any reserve funds. The plant is rated for 200,000 gallons per day, in June and July 2022, our average flow was approximately 100,000 gallons per day. An additional 21,000 gallons of flow is expected from the recently approved Bayside Landings II commercial development. In order to minimize and eventually eliminate additional pumping and hauling, it is recommended to fund the design

now so that progress can continue on improving the plant while waiting to hear back from funding agencies, which could take several months.

A draft promissory note, based on previous intergovernmental loans, is attached. The interest, term length, and dates have been provided by the Treasurer's Office.

Please let me know if there are any questions.

Attachments

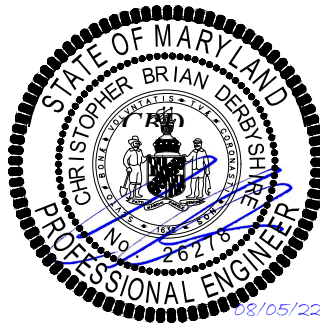
CC: Phil Thompson
Jessica Wilson
Barb Hitch
Chris Clasing
Gary Serman

PRELIMINARY ENGINEERING REPORT
RIDDLE FARM WWTP EQUIPMENT UPGRADES FOR RE-RATING
WORCESTER COUNTY DPW – WATER WASTEWATER
FINAL DRAFT - AUGUST 2022

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8	Conclusions and Implementation 15

ATTACHMENTS: Exhibit A: Process Design at 280,000 gpd
Exhibit B: Flow Diagram
Exhibit C: Schedule of Work Improvements



Prepared by:

GEORGE, MILES & BUHR, LLC

ARCHITECTS/ENGINEERS

206 WEST MAIN STREET
SALISBURY, MD 21801

RIDDLE FARM WWTP EQUIPMENT UPGRADES FOR RE-RATING PRELIMINARY ENGINEERING REPORT

2) PROJECT PLANNING AREA

- a) General: The Worcester County Water and Sewer Department is undertaking a Preliminary Engineering Report to fulfill basic requirements of the USDA Rural Development Program as well as MDE to qualify for available and applicable funding. The Riddle Farm WWTP started operations in the Spring of 2004 and is nearing 20 years of operation. The WWTP needs to replace short-term assets as well as make other improvements to expand the plant's capacity, if practical. This PER provides the planning level design and preliminary cost information to proceed with the project
- b) Location: The Riddle Farm WWTP is located adjacent to the Glenn Riddle Subdivision and utilizes the two (2) 18-hole golf courses for clean water disposal through spray irrigation. Its address is:

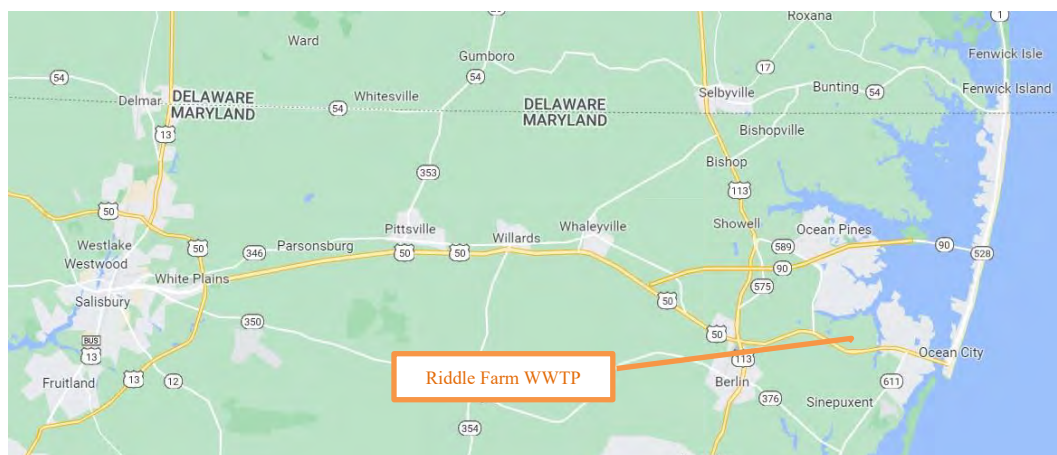
Riddle Farm WWTP
11401 Grays Corner
Berlin, Maryland 21811

- c) Environmental Resources Present: The WWTP and clean water effluent disposal system is existing and operational. The spray irrigation disposal system already has permitted capacity for 280,000 gpd; therefore, no additional impact to environmental resources is expected. Improvements and upgrades to the existing 200,000 gpd WWTP for re-rating to 280,000 gpd will occur within the footprint of the existing building, and therefore no additional impact to environmental resources is expected.

3) EXISTING FACILITIES

- a) Maps:

Figure 1- VICINITY MAP



Worcester County, Maryland

RIDDLE FARM WWTP EQUIPMENT UPGRADES FOR RE-RATING
PRELIMINARY ENGINEERING REPORT

Figure 2- LOCATION MAP



- b) History: Worcester County took ownership and began operating the Riddle Farm WWTP in the spring of 2004. It has now been treating sewage for 18 years and it is time for multiple improvements to replace worn-out equipment. The summer season flows approach are about 70% of the design rated capacity. In the winter, the wastewater flows reduce to about 50% of design rated capacity. The County has requests from nearby customers to treat an additional 80,000 gpd flow.
- c) Condition of Existing Facilities: The existing equipment and facility have held up reasonably well considering its age and environment. The plant is very compact, and all processes are enclosed under one roof in a large barn-like structure.
- The humid moist environment affected the appearance of the stainless-steel walkways, stairs, and handrails but they are nonetheless still structural sound.
 - The fine-bubble diffuser panels in the Aeration Chambers have significantly failed based upon the air boils visible on the surface.
 - The cleaning tank for the membranes needs a separate air blower because the current set-up robs air from the membrane tank blowers during the cleaning process.
 - The return activated sludge pumps on the membrane chambers still functioning but may need to be upsized for rerating the plant.

- e. There is a need to add internal recycle pumps at the end of the aeration chambers to help the process effectively treat higher flows. The addition of a blower and pumps will have ramifications including added electrical wiring, motor starters, piping, valves, and control equipment.
- f. The PLC control program and instrumentation panel are outdated and not functioning and need to be replaced with more advanced PLC control software programs and instrumentation.
- g. Improvements are needed to the hoist and crane systems to improve serviceability of pumps and the membranes.
- h. The original membranes lasted 14 years and were replaced by membranes from an alternate supplier. These alternate membranes are failing and have already been replaced by the manufacturer. It is the intent of this project to replace the faulty membranes and add new membranes from the original membrane supplier to make the operation more reliable and capable of treating higher flows.

4) NEED FOR PROJECT

- a) Health, Sanitation and Security: The existing treatment plant is meeting the health and sanitation needs of the community and is not a driving force behind the proposed improvements. Security is not a significant issue as the WWTP is protected within a fenced enclosure and is not readily visible or accessible to the public.
- b) Aging WWTP Components: Due to the age of the existing WWTP it is appropriate to undertake repair and replacement of aging, outdated or failed equipment.
- c) Reasonable Growth: The County has permissible land and spray irrigation systems, in place, to increase the WWTP's rated design capacity by 80,000 gpd. This increase in capacity partly provides for growth, but mostly is needed to connect nearby businesses which have failing onsite and/or ineffective package-type treatment and disposal systems.
- d) Project Drivers: The most immediate need for this project is replacement of faulty and ineffective membranes. The other project drivers are described above and are related to WWTP aging and adding new users with onsite problems

5) ALTERNATIVES CONSIDERED

- a) Descriptions: The proposed project will analyze components throughout the Membrane Bioreactor (MBR) process and considers alternatives where appropriate. The No Action Alternative will be chosen where the existing system components are functioning properly and do not need to be replaced now or in the future. Where upsizing of pumps or blowers are recommended, the time of installation may be delayed into the future when the increasing flow to the WWTP warrants.

Figure 3- SYSTEM COMPONENTS CONSIDERED

1	Membrane Replacements
2	Hoist and Crane Replacement - Membranes
3	Membrane Recycle Pump Upsizing
4	New Hoist for Membrane Recycle Pumps
5	New Internal Recycle (IR) Pumps with Hoist and Crane
6	Replace Aeration Diffuser Panels
7	Process Blower Upgrading and Upsizing
8	New Blower for Clean-in Place Tank
9	Replace Outdated Membrane PLC Control
10	Redirect Water Plant Backwash

- b) Criteria: The criteria used for selecting and evaluating alternatives will vary and be a function of the individual components. The timing for installation of the selected alternatives will vary to maximize overall cost-effectiveness. In selecting an alternative, the considerations will include ease of operation, resistance to corrosion, improved performance reliability, energy efficiency, improved operational control, ease of installation and cost-effectiveness. In some cases, the selected alternative will be a direct replacement of existing equipment. In other cases, the selected equipment will be a marginally bigger or larger version of the existing equipment to treat higher flows.
- c) Potential Installation Problems: The work to be performed at this WWTP is classified as “installation” rather than the more typical “construction.” The tanks and building structure have already been “constructed.” The potential problems during installation are centered around the need to keep the WWTP in operation. It means that half of the WWTP must be operational when the installation of new and replacement components is installed in the other half. This means that installation, testing, and start-up will occur multiples times rather than all at once. It means increased operator attention and diligence. Using only half the WWTP for flows that may be more than 50% design capacity increases the risk of permit violations. The work window will be limited to the offseason when flows are reduced. When the tanks are drained and the work is performed, other defects may be discovered that must be rectified at increased cost and time delay.
- d) Sustainability Considerations: The existing equipment has aged and deteriorated and is not sustainable. The proposed project improvements will extend the useful life of the WWTP and is a more sustainable approach compared to abandoning the existing plant for a new alternative plant. The technology using membranes was new technology 20 years ago and has proven to be reliable and sustainable. The membranes are sustainable

from the standpoint that other County owned WWTP's also use membranes. The proposed replacement membranes will be the same as the membranes used for the Mystic Harbour WWTP.

- e) Land Requirements: No land is required. All work will be performed within the existing building footprint. There is adequate land and spray irrigation systems to increase the existing plant disposal capacity by 80,000 gpd.
- f) System Components:

1. MEMBRANE REPLACEMENT

- Use Zenon ZW500D membrane cassettes that are identical to the membranes used at the Mystic Harbour WWTP and provide improved cassette design features, higher flow capacity and more durable materials of construction compared to the former Zenon ZW500C membrane cassettes.
- Install a total of six (6) membrane cassettes in place of the former four (4) membrane cassettes, taking advantage of the space planned and available for two (2) additional cassettes.
- The County tried an alternative membrane by another manufacturer, but the results were unsatisfactory because the membranes delaminated and failed within a year or two.
- The Zenon ZW500D cassettes are taller than ZW550C cassettes and will require changes to the hoist and crane assembly.
- Relocate the fiberglass support beams for the grating and replace the grating to the extent necessary to provide clearance for the proposed ZW500D cassette frames.

2. HOIST AND CRANE ASSEMBLY – MEMBRANES

- The existing crane assembly beam was cut and modified to accommodate the alternative membrane which failed. The modified hoist and crane assembly was not certified.
- The existing 2-ton hoist using chains occupies more headspace and is not feasible for re-use.
- A replacement 2-ton hoist using a stainless-steel cable is better suited for the application because it will occupy less headspace.

Photo 1: Hoist And Crane Over Membrane Tank



- Replace crane assembly with an alternate design using lower profile attachment beams to provide the required increased headspace.
- The existing crane support structure will not need to be altered or replaced.
- Install fixed fall protection by means of a harness system or other measures as required by safety codes.

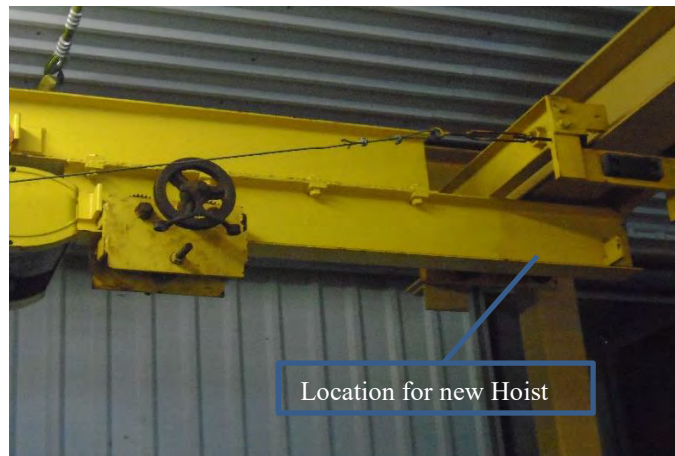
3. MEMBRANE RECYCLE PUMP UPSIZING

- The two (2) existing pumps are each rated for 1250 gpm.
- One of the pumps was replaced, but at the present time both pumps are performing adequately.
- In the future the pumps may need to be upsized for a higher recycle flow rate.
- The pumps should remain in-service and not replaced until needed during the normal course of operations or plant re-rating requires upsizing.
- The RAS piping has a separate 8-inch line for each train, and this equates to a flow velocity of 7.96 feet per second at 1250 gpm, which is not too high for the short length of piping with an open discharge. This 1250 gpm flow rate will provide a 6x recycle flow at the design average day flow of 280,000 gpd and a 5x recycle flow rate at the maximum month flow and a 3x recycle flow rate at the maximum day flow rate.
- The hoist and crane serving the membranes does not have the reach to remove the recycle pumps.

4. NEW HOIST FOR MEMBRANE RECYCLE PUMPS

- A new hoist is needed to assist the operators with the lifting of the recycle pumps.
- There is space available on the end of the crane beam

Photo 2: Add Hoist for Retrieval of Recycle Pumps



5. NEW INTERNAL RECYCLE PUMPS WITH HOIST AND CRANE

- Internal recycle enhances and upgrades the nitrogen removal process whereby the mixed liquor from the end of the Aeration Chamber is recycled to the front end of the first Anoxic Chamber using pumps.
- Submersible or propeller or self-priming centrifugal pumps may be used. For this installation in an existing tank, the most practical choice is a submersible pump.

The submersible pump will be fitted with a piping quick connect and guiderail for removal without draining the Aeration Chamber.

- Submersible pumps are proposed to be located at the effluent end of the aerobic chambers and at the inner corners close to the center elevated walkway.
- There is insufficient space on the top walls of the tank to accommodate a self-priming centrifugal pump, which would also be the most inefficient of the pump choices.
- A propeller pump while energy-efficient would be problematic to install in an accessible location for the piping and pump removal.
- Dual piping is proposed to be located above the center dividing wall between the Process Trains and in the 2-foot spacing below the walkway grating.
- The piping will discharge into the respective 1A and 2A anoxic chamber and/or into the influent splitter box if hydraulic conditions allow. Associated valving will be required to allow the operator to choose the location that is best for the process.
- An overhead support structure with hoist and crane will be needed to provide operational accessibility and pump removal.
- Electric power and wiring back to the motor control center will be required as well as installation of a nearby shut-off disconnect switch.

6. REPLACE AERATION DIFFUSER PANELS

- The existing aeration diffuser panels have substantially failed as evidenced by the uneven air bubble patterns at the surface.
- The diffuser panels were not replaced or repaired over the last 18 years and have exceeded a normal design life.
- The replacement diffuser system should upgrade to newer diffuser technologies capable of improved mixing and air transfer.
- There could be multiple manufacturers specified with equivalent performance characteristics to ensure a competitive and cost-effective price.

7. PROCESS BLOWER UPGRADING AND UPSIZING

- The MBR process uses constant speed Process Blowers that have an output of 100% on or 0% off, and nothing in-between.
- The plant operators struggle to maintain optimum process performance because the flow rate varies throughout the year and the micro-biology takes time to adjust to not only the change in flow, but also the change in temperature and oxygen uptake rates.
- An adjustable process air output is more effective to maintain performance and the use of two (2) variable speed drives is recommended, one for each process blower.

Photo 3: Process Blowers Needing Variable Speed Drives**8. NEW BLOWER FOR CLEANING DIP TANK**

- The existing air system is set-up to extract air from the Membrane Blower piping to provide air to the Dip Tank for membrane cleaning and solution mixing.
- The extracted air reduces the air flow to the membranes and hinders performance because when a membrane cassette is cleaned there are fewer membranes cassettes in-service.
- Also, the air flow rate to the Dip Tank is harder to control with a manual valve when the back pressure in the Dip Tank is less than the back pressure in the Membrane Tank.

Photo 4: Membrane Blowers – Add Dip Tank Blower

- The new blower for the Dip Tank would be located in the Blower Room and would not need an installed spare because the membrane cleaning process is not continuous.

9. REPLACE OUTDATED PLC CONTROL PANEL

- The control panel installed in 2003 was based upon operating software that has since been discontinued and is no longer supported by program integrators.
- The degree of automated control of the equipment components and process was limited back then and today the entire system is limited to manual operation, which is time-consuming and a continual challenge.
- Suez, the membrane manufacturer, has developed new control strategies using newer computing equipment and the latest developments in digital hardware and software.
- The membrane replacement effort is the ideal time to install a new PLC control panel along with appropriate and practical automation. The plant operators have expressed a strong opinion to keep any automation limited and simplified. This means that the use of sensors such as dissolved oxygen monitors are not to be considered.
- The provision for a new enhanced control panel will be necessary to allow the existing membrane system to stay in operation under the old control panel while the replacement membranes and control panel is checked-out, tested, and put into service. The new replacement membranes can be operated under the new control panel after which the old control panel can be disconnected and removed. A picture of the old control panel is shown in the photograph below.

Photo 5: MBR Control Panel – to be Replaced



- The proposed location for the new control panel is in the Laboratory Room and on the wall directly behind the existing control panel. A picture of the proposed wall location is shown on the following photograph.

Photo 6: Location for New MBR Control Panel**10. REDIRECT WATER PLANT BACKWASH TO THE IRRIGATION STORAGE POND**

- Provide solids separation equipment, piping, pumping, valves, and appurtenances to send the iron laden backwash from the water plant to the irrigation holding pond and thereby bypass the wastewater treatment plant.
- The intent is to reduce iron concentrations in the influent wastewater to the MBR process, and thereby maintain a higher membrane flux rate and longer filter durations between membrane cleanings.
- There is a lavatory in the Water Plant that is also connected to the backwash water drain line. Black water cannot be sent directly to the irrigation holding pond. It will be necessary to disconnect and separate the black water and send it independently to the MBR process. The use of an E-One type pump station and small diameter force main might be the most practical option to pump the black water from the Water Plant to the WWTP. Otherwise, it may be necessary to de-commission the lavatory.
- The backwash water currently flows by gravity approximately 200 linear feet to the influent pump station at the WWTP. The effluent storage lagoon is approximately 700 linear feet further.
- Conceptually, an approach would be to install a pump station and install either an elevated lamella settler or tall settling tank or equivalent so that the overflow elevation is high enough to flow to the holding pond without re-pumping.
- Each Water Plant filter backwash cycle would create about 12,000 gallons of discharge and the settling tank process is envisioned to produce about 1,500 to 2,000 gallons of underflow for truck hauling to a yet undefined final disposal operation.

6) COST ESTIMATES

Planning level cost estimates are provided in this section of the Preliminary Engineering Report. The cost estimates are current day meaning they represent expected bid pricing in the 3rd quarter of calendar year 2022. The construction industry is currently experiencing inflationary impacts at its highest level in over 40 years. We have recently seen bid results for public works projects upwards of 50 to 100% above pre-bid engineering estimates. Current annual inflation increases reported monthly are 8 to 9%. For purposes of this report, the current total project estimates for the 3rd quarter of 2022 will increase by 10% to represent bidding in the 3rd quarter of 2023.

RIDDLE FARM WWTP EQUIPMENT UPGRADES FOR RE-RATING
PRELIMINARY ENGINEERING REPORT

Riddle Farm WWTP Equipment Upgrades for Re-Rating Worcester County, MD Estimate of Total Project Cost			
	Equipment & Installation		Estimated Cost
1	Membrane Replacement		
	Suez Equipment (Pre-Purchase)		\$413,758
	Membrane Replacement Installation Work		\$123,250
2	Hoist and Crane Replacement - Membranes		\$30,875
3	Membrane Recycle Pump Upsizing		TBD
4	New Hoist for Membrane Recycle Pump		\$4,000
5	Internal Recycle Pumps with Hoist and Crane		\$75,000
6	Replace Aeration Diffuser Panels		\$24,000
7	Process Blower Upgrading		
	Variable Speed Drives (2)		\$25,000
	Larger Blowers		TBD
8	New Blower for Cleaning DIP Tank		\$20,000
9	Replace Outdated PLC Control Panel		
	Suez Equipment (Pre-Purchase)		\$84,779
	Control Panel Installation		\$22,500
10	Redirect Water Plant Backwash		
	Separate black water-pressure pump package		\$42,000
	Pump Station to Holding Pond		\$60,000
	Settling Process		\$200,000
	Force Main Pipeline to Holding Pond		\$105,000
	Subtotal - Equipment & Installation		\$1,230,162
	Other Contractor Costs		
	<i>General Contractor - Overhead and Markup</i>	25%	\$307,540
	<i>General Conditions</i>	5%	\$61,508
	<i>Permits, Bonds, & Insurance</i>	3%	\$36,905
	Subtotal Equipment & Installation & Other Costs		\$1,636,115
	Engineering & Installation Support Services		
	Design & Permitting & Bid/Procurement Package		\$100,000
	Installation Coordination & Inspection		\$100,000
	County legal and financial	3%	\$49,083
	Subtotal, Engineering & Installation Services		\$249,083
	Total Project Cost 3rd Q2022		\$1,885,199
	Total Project Cost 3rd Q2023 (10% added for Inflation)		\$2,073,718

7) PROPOSED PROJECT (RECOMMENDED ALTERNATIVE)

- a) General: The proposed project consists of the individual recommended alternatives described by the schedule of work improvements shown in EXHIBIT C. The bulk of the work can be implemented as soon as the finances are in place and a general contractor is under contract in accordance with County procurement procedures. Other portions of the work may be delayed into the future such as the membrane recycle pumps and process blowers, to a date when the equipment is starting to fail, or daily flows increase above the current rated capacity.

The nature of work improvements, and the necessity to keep the WWTP fully operational, means that the project will be challenging to neatly fit into the traditional “design-bid-build” project delivery method typical of public works projects. The proposed work needs to be performed piecemeal in a start-stop sequence and in close coordination with the plant operations staff. The actual work by the contractor will mostly be a function of installing equipment rather than basic construction. The overall scope of work lends itself to contractors with strong expertise in mechanical equipment installation and appurtenances. Contractor expertise with concrete, carpentry and building trades will be minimal.

- b) Project Delivery Method: The County has a strong interest in applying for and using the State of Maryland and/or USDA funding programs for this project. The preferred method for project delivery by the funding agencies is the traditional design-bid-build.

- c) Project Description: The major components and description of the initial project is as follows:

- Install Owner purchased membrane cassettes with flow rating capacity for 280,000 gallons per days.
- Remove existing hoist and crane serving the membranes and supply and install a replacement hoist and crane designed specifically for the new membrane cassettes with safety features meeting current codes.
- Supply a separate hoist and install on the crane described above and located directly over the existing recycle pumps.
- Supply, construct supports, piping and appurtenances to install new internal aeration recycle pumps and install one for each aeration chamber. Additionally, construct steel support structure and supply and install a new hoist and crane structure for the safe removal and serving of the internal aeration recycle pumps.
- Remove existing aeration diffuser panels and supply and install a new aeration diffuser system in each aeration chamber in accordance with owner specifications and the manufacturer’s installations. Including all supports and appurtenances.
- Provide new blower for producing compressed air to mix the clean-in-place membrane tank during membrane recovery clean operations. Install new blower in the existing blower room and construction new aeration piping with appurtenances between the blowers and the clean-in place tank.

RIDDLE FARM WWTP EQUIPMENT UPGRADES FOR RE-RATING
PRELIMINARY ENGINEERING REPORT

- Sequentially disable the existing PLC controls for the MBR process trains and simultaneously install and activate the new PLC controls package purchased by the Owner. When both MBR process trains are operational under the new controls, remove existing PLC controls cabinet.
- Supply and install variable speed drives and appurtenances to for each of Process Blowers.
- Provide pumps, settling equipment and piping and appurtenances to re-direct the backwash from the Water Plant directly to the irrigation holding lagoon instead of the WWTP MBR process.

Work to be delayed to the future consist of the following:

- Replace the existing membrane recycle pumps with a pump capacity rated for the WWTP to treat 280,000 gallons per day when the existing recycle pumps can no longer be economically serviced or when it is necessary for the WWTP to re-rated to the higher capacity; whichever event first occurs.
- Replace the two existing process blowers when additional output is needed to support re-rating the WWTP to 280,000 gallons per day.

8) CONCLUSIONS AND IMPLEMENTAION

This preliminary engineering report has reviewed the existing WWTP and processes and developed potential projects for the purpose of replacing equipment that has outlived its useful life; provide selected equipment upgrades to improve performance; and position the WWTP to be rated to a higher design flow capacity.

The estimated project cost for the near-term construction effort is \$1.89 million based on 3rd quarter pricing in 2022 which may escalate by about 10% anticipating the project is bid in the 3rd quarter of 2023.

Implementation of the design phase should proceed as soon as practical and involve the preparation of final design plans and specifications, contract documents including conditions and requirements imposed by the funding agencies, and submissions for permits.

It is anticipated the project could be ready for bidding and negotiations and contract award to a general contractor in 12 months.

Riddle Farms

Default Values
Flow Characteristics

Average Day
Max Month
Max Week
Max Day
Peak Hour (total influent)

Flow Condition:

ADF	MMF	MDF
-----	-----	-----

US Gal/d	280,000
US Gal/d	336,000
US Gal/d	336,000
US Gal/d	560,000
US Gal/d	560,000

Biological Design Basis

Kinetic design based on: **Max Month**

US Gal/d

Average Day	Max Month	Max Day
280,000	336,000	560,000

Wastewater Characteristics

Concentrations

BOD5
TSS
ISS
TKN
TP
Alkalinity
Minimum Water Temperature

mg/L	200
mg/L	200
mg/L	40.0
mg/L	40.0
mg/L	8.0
mg/L	150
°C	10.0

Daily Loads

BOD5
TSS
ISS
TKN
TP

Lb./d	467.34	560.81	934.68
Lb./d	467.34	560.81	934.68
Lb./d	93.47	112.16	186.94
Lb./d	93.47	112.16	186.94
Lb./d	18.69	22.43	37.39

Biological Configuration

C:N ratio
Nitrogen removal from influent to effluent
Effluent total nitrogen target
Effluent ammonia target

mg BOD / mg TKN

5.00
88%
5.00
0.40

View Biological Configurations

Biological configuration **4.00**
Selected biological configuration

4.00	+ Aerobic + Post-Anoxic, + Aerobic + Post-Anoxic,
4.00	

Design Aerobic SRT Target

Note: SRT's listed here are aerobic SRT's, and include inerts and coagulant solids
Recommended aerobic SRT target **16.00**
Aerobic SRT Safety Factor - (now replaces Aerobic Volume SF) **1.15**
Selected aerobic SRT target for design

days
days
days

16.00
1.28
20.52

Process Parameters

ZeeWeed MLSS at selected flow		mg/L	10,000	10,000	12,000
Design bioreactor MLSS	8,000	mg/L	8,000	8,000	8,000
Percent volatile solids		MLVSS/MLSS	72%	72%	72%
Biological sludge yield based on target SRT	0.40	kg VSS produced/kg BOD treated/day	40%	40%	40%
Calculated Biological sludge yield			36%	40%	48%

Tank Volumes

Split of anoxic volume between pre-anoxic and post-anoxic		pre-anoxic	0.60
		post-anoxic	0.40

Pre-Anoxic Volume			
Pre-anoxic volume safety factor	1.15		1.52
Pre-Anoxic Volume	31,544	US Gal	47,789
Aerobic Volume			
Aerobic Volume	63,806	US Gal	63,806
Post-Anoxic Volume			
Post-anoxic volume safety factor	1.15		1.14
Post-Anoxic Volume	21,029.29	US Gal	23,889

Pre-anoxic volume	US Gal	47,789
Post-anoxic volume	US Gal	23,889.27
Total anoxic volume	US Gal	71,678
Aerobic volume	US Gal	63,806
Membrane tank volume	US Gal	47,211
Total aerobic volume	US Gal	111,017
Total overall plant volume	US Gal	182,696
Anoxic volume percentage		39%

Hydraulic Retention Time (at Average Day Flow)

Pre-anoxic tank HRT	hours	4.10
Post-anoxic tank HRT	hours	2.05
Total anoxic HRT	hours	6.14
Supplementary aerobic tank HRT	hours	5.47
Membrane tank HRT	hours	4.05
Total aerobic (including membranes) HRT	hours	9.52
Total HRT	hours	15.7

PROPRIETARY INFORMATION

Process Rates (at Average Day Flow)

Reference F:M ratio	kg BOD5 / kg MLVSS / day	
Aerobic F:M ratio	kg BOD5 / kg MLVSS / day	
Anoxic F:M ratio	kg BOD5 / kg MLVSS / day	
Combined F:M ratio	kg BOD5 / kg MLVSS / day	
Effective nitrification rate	kg NH3 oxidized / kg MLVSS / d	
Denitrification rate	kg NO3-N / kg MLVSS / d	
Calculated minimum anoxic volume to achieve required [NO ₃]	US Gal	

0.10		
0.08	0.10	0.16
0.14	0.16	0.27
0.05	0.06	0.10
0.01	0.01	0.02
0.03	0.03	0.03
43,811		

Net Sludge Generation (at Average Day Flow)

Total MLSS in the system	Lb.	
Biological sludge wasting rate	Lb./d	
Inert suspended solids wasting rate	Lb./d	
Chemical precipitate sludge wasting rate	Lb./d	
Total sludge wasting rate	Lb./d	
	(assuming wasting from membrane tanks)	US Gal/d

12,985	12,985	13,773
239.53	287.44	479.06
93.47	112.16	186.94
0.00	0.00	0.00
333.00	399.60	666.00
3,990	4,788.31	6,650.43

Total SRT (including biomass + ISS + chemical precipitate)	days	
Aerobic SRT	days	

39.0	32.50	20.68
24.62	20.52	13.50

Nutrient Removal

N Removed by Waste

% Nitrogen	(MLVSS)
Nitrogen	(Lb./d)
Nitrogen	(mg/L)

8%		
19.16	23.00	38.33
8.20	8.20	8.20

P Biologically removed

% Phosphorus	(MLVSS)
Phosphorus	(Lb./d)
Phosphorus	(mg/L)

2%		
3.59	4.31	7.19
1.54	1.54	1.54

Calculated NO3-N in effluent

Recirculation Rate From Membranes To Bioreactor		US Gal/d
Process circulation	Qt=Qr + Qi	US Gal/d
Minimum achievable effluent NO3-N concentration based on Recirc Rate		mg/L
Assumed non-biodegradable TKN concentration	0.80	mg/L
Maximum allowable effluent NO3-N concentration to achieve TN goal		mg/L

4.00	4.00	2.00
1,400,000	1,680,000	1,680,000
6.36	6.36	10.60
0.80		
2%		
3.80		

NOT APPLICABLE

Mixed Liquor Recycle 2 (from Aerobic to Pre-Anoxic)

Recycle 2 recirculation ratio

Q

Methanol Addition

Is methanol addition equipment needed?
Is methanol addition equipment included?
Methanol addition point

Post-Anoxic Zone

Methanol product concentration
Methanol product specific gravity
Methanol product COD
Methanol product BOD

mg COD / L methanol
mg BOD / L methanol

Methanol dosing rate

mg BOD / L wastewater
US Gal methanol / day
Lb. methanol / day
Lb./d

<input type="text" value="57.20"/>		
<input type="text" value="19.09"/>	<input type="text" value="22.90"/>	<input type="text" value="38.17"/>
<input type="text" value="8.78"/>	<input type="text" value="10.54"/>	<input type="text" value="17.57"/>
<input type="text" value="133.66"/>	<input type="text" value="160.39"/>	<input type="text" value="267.32"/>

BOD loading from methanol

Coagulant Dosage Requirements

Influent total phosphorus mg/L
Lb./d
Total phosphorus removed biologically mg/L
Lb./d
Total phosphorus effluent target mg/L
Lb./d
Total phosphorus to be removed using coagulant mg/L
Lb./d

<input type="text" value="8.00"/>		
<input type="text" value="18.69"/>	<input type="text" value="22.43"/>	<input type="text" value="37.39"/>
<input type="text" value="1.54"/>		
<input type="text" value="3.59"/>	<input type="text" value="4.31"/>	<input type="text" value="7.19"/>
No effluent requirement		
No effluent requirement	No effluent requirement	No effluent requirement
<input type="text" value="0.00"/>		
<input type="text" value="0.00"/>	<input type="text" value="0.00"/>	<input type="text" value="0.00"/>

Stoichiometric Amount Required

Alum: $Al_2(SO_4)_3 \cdot 14H_2O$
Ferric Chloride: $FeCl_3$
Ferrous Chloride: $FeCl_2$
Sodium Aluminate: $Na_2O \cdot Al_2O_3$

(mg/L as coagulant)

<input type="text" value="0.00"/>	<input type="text" value="0.00"/>	<input type="text" value="0.00"/>
<input type="text" value="0.00"/>	<input type="text" value="0.00"/>	<input type="text" value="0.00"/>
<input type="text" value="0.00"/>	<input type="text" value="0.00"/>	<input type="text" value="0.00"/>
<input type="text" value="0.00"/>	<input type="text" value="0.00"/>	<input type="text" value="0.00"/>

Actual Amount To Be Added

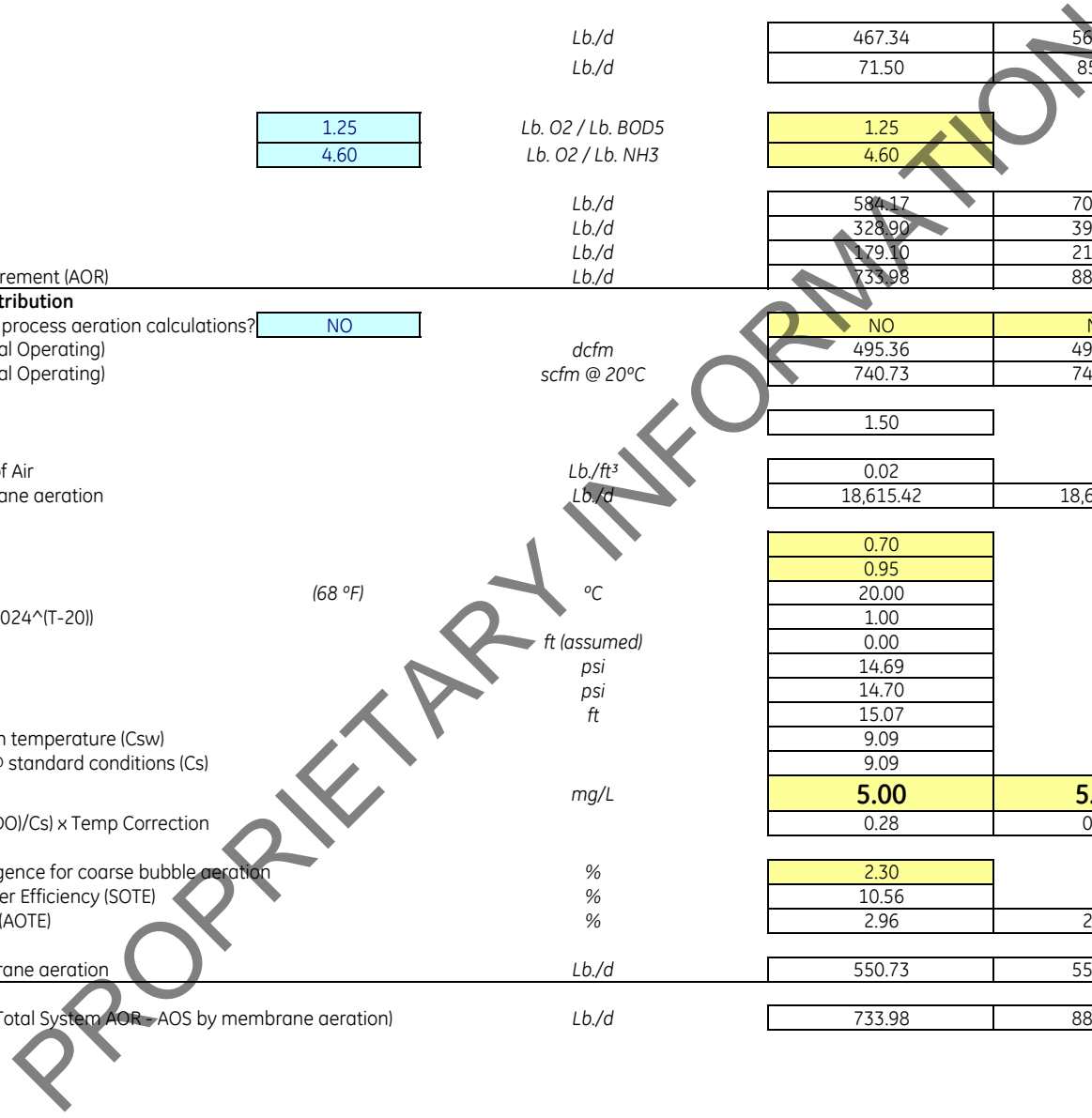
Select a Coagulant: Alum: $Al_2(SO_4)_3 \cdot 14H_2O$
Ferric Chloride: $FeCl_3$
Ferrous Chloride: $FeCl_2$
Sodium Aluminate: $Na_2O \cdot Al_2O_3$

(mg/L as coagulant)

<input type="text" value="0.00"/>	<input type="text" value="0.00"/>	<input type="text" value="0.00"/>
<input type="text" value="0.00"/>	<input type="text" value="0.00"/>	<input type="text" value="8.00"/>
<input type="text" value="0.00"/>	<input type="text" value="0.00"/>	<input type="text" value="0.00"/>
<input type="text" value="0.00"/>	<input type="text" value="0.00"/>	<input type="text" value="0.00"/>

PROPRIETARY INFORMATION

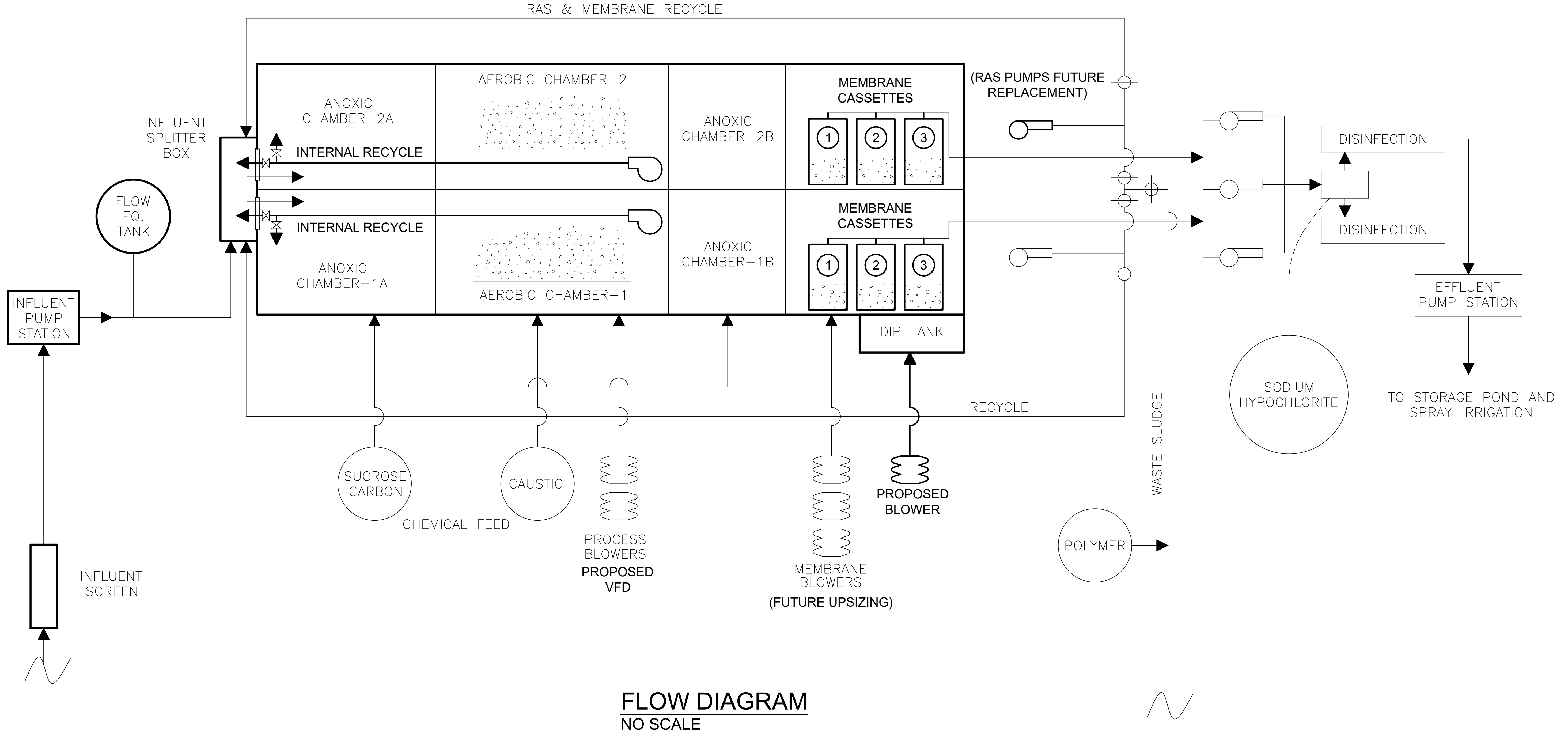
Air Requirements (at Average Day Flow)			
Biological Oxygen Requirements			
BOD5 Treated in Aerobic Process	Lb./d	467.34	560.81
NH3-N Nitrified in Aerobic Process	Lb./d	71.50	85.80
Oxygen Required for BOD5	Lb. O2 / Lb. BOD5	1.25	
Oxygen Required for Nitrification	Lb. O2 / Lb. NH3	4.60	
Oxygen Required for BOD5	Lb./d	584.17	701.01
Oxygen Required for Nitrification	Lb./d	328.90	394.69
Denitrification O2 Credit	Lb./d	179.10	214.92
Total System Actual Oxygen Requirement (AOR)	Lb./d	733.98	880.78
Membrane Aeration Oxygen Contribution			
Use 10-30 or Leap-Lo aeration for process aeration calculations?		NO	NO
Net Membrane Aeration Rate (Initial Operating)	dcfm	495.36	495.36
Net Membrane Aeration Rate (Initial Operating)	scfm @ 20°C	740.73	740.73
SCFM/DCFM Ratio (calculated)		1.50	
Mass of Oxygen per Unit Volume of Air	Lb./ft ³	0.02	
Total oxygen supplied by membrane aeration	Lb./d	18,615.42	18,615.42
Coarse Bubble Alpha Factor		0.70	
Beta		0.95	
Temp	(68 °F) °C	20.00	
Temperature Correction Factor (1.024^(T-20))		1.00	
Site Elevation	ft (assumed)	0.00	
Pressure @ mean sea level (Pmsl)	psi	14.69	
Pressure at actual elevation (P)	psi	14.70	
Coarse bubble submergence	ft	15.07	
Saturation Concentration @ design temperature (Csw)		9.09	
Saturation Concentration @ 20C @ standard conditions (Cs)		9.09	
DO in Membrane Zone	mg/L	5.00	5.00
AOTE/SOTE = Alpha x ((Beta(Csw)-DO)/Cs) x Temp Correction		0.28	0.28
Assumed SOTE per meter submergence for coarse bubble aeration	%	2.30	
Assumed Standard Oxygen Transfer Efficiency (SOTE)	%	10.56	
Actual Oxygen Transfer Efficiency (AOTE)	%	2.96	2.96
Actual Oxygen Supplied by membrane aeration	Lb./d	550.73	550.73
Process Aeration Requirements			
Supplemental Aeration Required (Total System AOR - AOS by membrane aeration)	Lb./d	733.98	880.78



Fine Bubble Alpha Factor			0.54		
Beta			0.95		
Temp	(68 °F)	°C	20.00		
Temperature Correction Factor (1.024^(T-20))			1.00		
Site Elevation		ft (assumed)	0.00		
Pressure @ mean sea level (Pmsl)		psi	14.69		
Pressure at actual elevation (P)		psi	14.70		
Aerobic Tank Water Depth	18.04	ft	18.04	18.04	18.04
Fine Bubble Submergence		ft	17.04	17.04	17.04
Saturation Concentration @ design temperature (Csw)			9.09		
Saturation Concentration @ 20C @ standard conditions (Cs)			9.09		
DO in Aerobic Bioreactor Zone		mg/L	2.00	2.00	2.00
AOTE/SOTE = Alpha x ((Beta(Csw)-DO)/Cs) x Temp Correction			0.39	0.39	0.39
Assumed SOTE per metre submergence for fine bubble aeration (2.00 % / foot)		% / m	6.56		
Assumed Standard Oxygen Transfer Efficiency (SOTE)		%	34.08	34.08	34.08
Actual Oxygen Transfer Efficiency (AOTE)		%	13.43	13.43	13.43
Supplemental Aeration Safety Factor			1.25	1.25	1.00
Supplemental Aeration Required		scfm @ 20°C	272	326.22	434.95
Approximate Discharge Pressure (for Operating Costs)		psig	8.83	8.83	8.83
Mixing Air Requirements:		scfm @ 20°C	127.95		
Oxygen Uptake Rates					
Supplemental Oxygen Uptake Rate		mg/L/hr	57.43	68.92	114.87
Membrane Oxygen Uptake Rate		mg/L/hr	58.24	58.24	58.24
Alkalinity Balance					
Influent alkalinity		mg/L CaCO3	150.00		
Alkalinity depleted		mg/L CaCO3	0.00	0.00	0.00
due to alum added		mg/L CaCO3	0.00	0.00	0.00
due to ferric chloride or ferrous chloride added		mg/L CaCO3	217.25	217.25	217.25
due to N oxidized		mg/L CaCO3			
Alkalinity recovered		mg/L CaCO3	97.92	97.92	97.92
due to nitrate reduced		mg/L CaCO3	0.00	0.00	0.00
due to sodium aluminate added		mg/L CaCO3			
Add other Chemicals for Alkalinity Adjustment?	NaOH				
Target Effluent Alkalinity		mg/L CaCO3	50.00		
Concentration of Chemicals to dose		mg/L	15.47	15.47	15.47
Effluent Alkalinity		mg/L CaCO3	50.00		

PRINTS ISSUED FOR:
PRELIMINARY PLANNING

DATE	
REVISIONS	
NO.	



FLOW DIAGRAM
NO SCALE

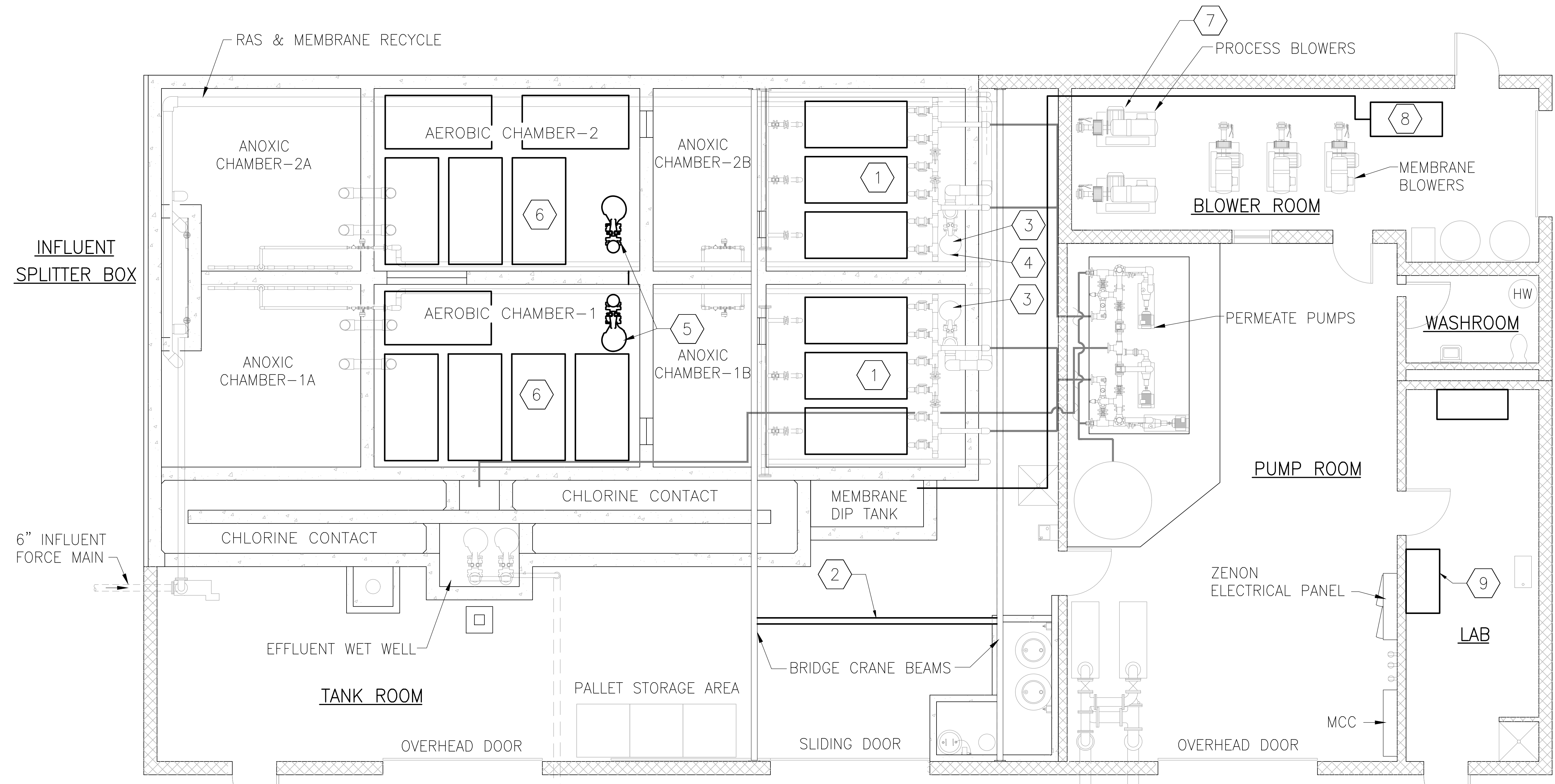
- PEN1-RED .06 INCHES (1.5mm)
- PEN2-YELLOW .007 INCHES (.18mm)
- PEN3-GREEN .010 INCHES (.25mm)
- PEN4-BLUE .020 INCHES (.50mm)
- PEN5-MAGENTA .007 INCHES (.18mm)
- PEN6-WHITE .030 INCHES (0.76mm)

GMB
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 SALISBURY, MARYLAND 21801
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 www.gmbnet.com

RIDDLE FARM WWTP
 EQUIPMENT UPGRADES FOR
 RE-RATING
 WORCHESTER COUNTY, MARYLAND

EXHIBIT B
FLOW DIAGRAM

SCALE : AS NOTED	SHEET NO.
DESIGN BY : CBD	D-1
DRAWN BY : GHN	
CHECKED BY : CBD	
GMB FILE : 220047	
DATE : AUGUST 2022	



WASTEWATER BUILDING - PLAN
NO SCALE

SCHEDULE OF WORK IMPROVEMENTS

1	Membrane replacements	Provide six (6) ZW 500D Cassettes per SUEZ proposal dated 4/29/2022			
2	Hoist and Crane replacement - Membranes	Replace existing crane assembly with alternate low profile design certified for 2-ton capacity. Supply safety harnesses for OSHA compliance	5	New Internal Recycle Pumps with Hoist and Crane support structure.	
3	Membrane Recycle Pump potential upsizing	Pump replacements to occur in the future and are dependent on one of the following reasons: an existing pump breaks down and must be replaced with a new pump; permit re-rating requires the installation; or operator decision to improve plant performance as daily flows increase.	6	Replace Aeration Diffuser Panels	
4	New Hoist for Membrane Recycle Pumps	Add a stationary hoist to the end of the traveling crane that is in-line with the membrane recycle pumps for the purpose of removal and installation.	7	Process Blower upgrading and upsizing	
					8
					9

PRINTS ISSUED FOR:
PRELIMINARY PLANNING

DATE: _____

REVISIONS:

NO. _____

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

RIDDLE FARM WWTP
EQUIPMENT UPGRADES FOR
RE-RATING

WORCHESTER COUNTY, MARYLAND

EXHIBIT C
SCHEDULE OF
WORK
IMPROVEMENTS

SCALE: AS NOTED SHEET NO. D-2

DESIGN BY: CBD
DRAWN BY: MMD
CHECKED BY: CBD
GMB FILE: 220047
DATE: AUGUST 2022

PLOT CODE: PENN-BLUE 207 INCHES (53mm) PENN-WHITE 207 INCHES (53mm) PENN-ORANGE 207 INCHES (53mm) PENN-RED 207 INCHES (53mm) PENN-YELLOW 207 INCHES (53mm) PENN-GRAY 207 INCHES (53mm)

DRAFT

PROMISSORY NOTE
FOR INTER-GOVERNMENTAL LOANS

\$100,000
Amount

Snow Hill, Maryland

8/8/2022

For value received, the undersigned, Riddle Farm Sanitary Service Area, promises to pay to the order of the County Commissioners of Worcester County, Maryland, General Fund at County Government Center, Room 1103, One West Market Street, Snow Hill, Maryland 21863, the sum of Oner Hundred Thousand Dollars (\$100,000) together with a variable interest, which is calculated by using the Maryland Local Government Investment Pool (MLGIP) overnight rate plus 25 basis points (one-quarter percent), at the initial rate of One Point Two Five Percent (1.25%) per annum at the following time, and in the following amounts, which is to say:

The loan and accrued interest is due and payable as follows:

The loan is to cover the design, permitting, and bidding costs relating to the Riddle Farm Waste Water Treatment Plant Upgrades. The loan shall be paid by revenue from Riddle Farm Equivalent Dwelling Unit sales or if the sales do not materialize, the loan shall be paid in five years on September 30, 2027, in a lump sum payment known as a "balloon payment".

Interest on the loan shall be paid quarterly commencing on September 30, 2022.

The initial interest rate herein shall be reviewed and adjusted, if necessary, on January 1 and July 1 of each year that a balance on this Promissory Note is outstanding



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

MEMORANDUM

TO: Worcester County Commissioners
FROM: Joseph E. Parker III, Deputy Chief Administrative Officer
DATE: August 10, 2022
RE: FY 22 Administration Legal Advertising Overexpenditure Request

FY22 advertising expenses required for Bids, Hearings and Bills were significantly over the budgeted amount. County Administration is requesting an FY22 Advertising Overexpenditure of \$26,733.24.

This is due to several factors:

1. In FY22, the large number of Bids, Hearings, and Bills exceeded any in recent years past so we experienced a “Perfect Storm” of advertising price increases, significant increase in the amount of normally required legal advertisements, and annual budget trimming has caused this overexpenditure.
2. The Daily Times which is the only publication which meets the legal criteria “of general circulation” has increased their advertising rates and outsourced its advertising to “LocalIQ/Gannet” publishing which is a call center in Richmond, VA. So, when the county tries to advertise locally, we have to email to a call center in Richmond.
3. In FY19, there were only 3 bond bills. In FY22 there were 8 bond bills and the advertising for each of those was double that or more from FY19.



ITEM 19 Expense Budget Performance Report

Fiscal Year to Date 06/30/22

Only Show Rollup Account and Rollup to Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
Fund 100 - General Fund										
Department 1001 - County Commissioners										
EXPENSE										
6900	Advertising	11,200.00	.00	11,200.00	19,679.26	.00	37,933.24	(26,733.24)	339	9,134.03
EXPENSE TOTALS		\$11,200.00	\$0.00	\$11,200.00	\$19,679.26	\$0.00	\$37,933.24	(\$26,733.24)	339%	\$9,134.03
Department 1001 - County Commissioners Totals		(\$11,200.00)	\$0.00	(\$11,200.00)	(\$19,679.26)	\$0.00	(\$37,933.24)	\$26,733.24	339%	(\$9,134.03)
Fund 100 - General Fund Totals		\$11,200.00	\$0.00	\$11,200.00	\$19,679.26	\$0.00	\$37,933.24	(\$26,733.24)		\$9,134.03
Grand Totals		\$11,200.00	\$0.00	\$11,200.00	\$19,679.26	\$0.00	\$37,933.24	(\$26,733.24)		\$9,134.03



OFFICE OF THE
 COUNTY COMMISSIONERS

Worcester County

GOVERNMENT CENTER
 ONE WEST MARKET STREET • ROOM 1103

SNOW HILL, MARYLAND

21863-1195

August 8, 2022

WESTON S. YOUNG, P.E.
 CHIEF ADMINISTRATIVE OFFICER
 JOSEPH E. PARKER, III
 DEPUTY CHIEF ADMINISTRATIVE OFFICER
 ROSCOE R. LESLIE
 COUNTY ATTORNEY

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

TO: Worcester County Commissioners
 FROM: Karen Hammer, Administrative Assistant V
 SUBJECT: Upcoming Board Appointments -Terms Beginning January 1, 2021

Attached, please find copies of the Board Summary sheets for all County Boards or Commissions (9), which have current or upcoming vacancies (16). The annual report for each board is also included. I have circled the members whose terms have expired or will expire on each of these boards.

President Mitrecic - You have assigned all positions

Commissioner Bunting - You have Three (3) position needed:

- David Deutsch - Term Ending - Dec. 21- Ethics Board
- Gregory Sauter - Resigned - Dec. 21 - Water and Sewer Advisory Council Ocean Pines
- Susan Childs – Resigned – April, 2022 – Commission For Women

Commissioner Nordstrom - You have assigned all positions

Commissioner Church - You have Five (5) positions open:

- Martin Kwesko - Term Ending - Dec. 21-Water & Sewer Advisory Council, Mystic Harbour
- Richard Jendrek- passed- Water & Sewer Advisory Council, Mystic Harbour
- Bruce Bums -passed- Water & Sewer Advisory Council, Mystic Harbour
- Keith Swanton -Term Ending-Dec. 21- Water & Sewer Advisory Council, West Ocean City
- Elizabeth Rodier -Term Ending-Dec. 21- Commission for Women- Not a Reappointment

Commissioner Purnell - You have One (1) position open:

- Vacancy – Ethics Board - Deceased

Commissioner Elder - You have One (1) position open:

- Vacancy – Resigned – Economic Development Advisory Board

Commissioner Bertino – You have One (1) position open:

- Vanessa Alban – Commission For Women

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



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 MADISON J. BUNTING, JR.
 JAMES C. CHURCH
 JOSHUA C. NORDSTROM
 DIANA PURNELL

All Commissioners:

- **(1)-Adult Public Guardianship Board-** (1) Vacancy/Resignation- Dr. Kenneth Widra - Psychiatrist - The Health Department is researching for a suitable candidate for this position.
- **(1) -Drug and Alcohol Abuse Council - 1 Position** - (Passing of Dr. Cragway, Jr., also Knowledgeable of Substance Abuse Treatment), Mr. Orris hopes to have recommendations for The Commissioners later this year, **however**, if the Commissioners have someone they'd like to appoint, please advise.
- **(4) - At Large position on Local Development Council For the Ocean Downs Casino-4 yr.** Mark Wittmyer (Business-Ocean Pines) Terms Ending-Dec. 21 for (3)- Gee Williams (Church), Bob Gilmore (Bertino), David Massey (At-Large-Business O.P.)
- **(1) - Water and Sewer Advisory Council-Ocean Pines (D-6-Bunting)-** (1) Term Ending and Resignation Dec. 21.- Gregory Sauter
- **(3) - Water and Sewer Advisory Council - Mystic Harbour** (Passing of Richard Jendrek and Bruce Burns) (1)-Term Ending-Dec. 21- Martin Kwesko
- **(1)- Water and Sewer Advisory Council- West Ocean City-**(1) Term Endings-Dec. 21 - Keith Swanton
- **(3) - Commission for Women-Elizabeth** Rodier, (Church) does not choose to be reappointed. Resignation of Susan Childs (Bunting), Vanessa Alban (Bertino)

Pending Board Appointments - By Commissioner

District 1 - Nordstrom Thank you! All of your positions are assigned.

District 2 - Purnell

p. 10 - Ethics Board – Faith Mumford - Deceased

District 3 - Church

p. 11 - Water & Sewer - Mystic Harbour - Martin Kwesko
 p. 11 - Water & Sewer - Mystic Harbour - Richard Jendrek
 p. 11 - Water & Sewer - Mystic Harbour - Bruce Burns
 p. 13 - Water and Sewer Advisory Board -West Ocean City - Keith Swanton
 p. 14 - Commission for Women - Elizabeth Rodier

District 4 - Elder

p. 9 - Economic Development – Robert Clarke - Resigned

District 5 - Bertino

p. 14 – Commission For Women – Vanessa Alban

District 6 - Bunting

p. 10 – Ethics Board – David Deutsch
 p. 12 – Water and Sewer Advisory Council Ocean Pines – Gregory Sauter - resigned
 p. 14 – Commission For Women – Susan Childs - resigned

District 7 - Mitreic

Thank you! All of your positions are assigned.

All Commissioners

p. 4 (1) – Adult Public Guardianship Board- (1) Vacancy - Psychiatrist

p. 6 (1) -Drug and Alcohol Abuse Council - 1 Position - (Passing of Dr. Cragway, Jr., also Knowledgeable of Substance Abuse Treatment), Mr. Orris hopes to have recommendations for The Commissioners later this year, **however**, if the Commissioners have someone they’d like to appoint, please advise.

p. 8 (4) - At Large position on Local Development Council For the Ocean Downs Casino-4 yr. Mark Wittmyer (Business – Ocean Pines) Terms Ending – Dec. 21 for (3) – Gee Williams (Church), Bob Gilmore (Bertino), David Massey (At-Large- Business O.P.)

p. 11 (3) - Water and Sewer Advisory Council – Mystic Harbour (Passing of Richard Jendrek and Bruce Burns) (1) – Term Ending-Dec. 21- Martin Kwesko

p. 12 (1) - Water and Sewer Advisory Council, Ocean Pines – (1) Term Ending - Gregory Sauter

p. 13 (1) - Water and Sewer Advisory Council- West Ocean City – (1) Term Endings – Dec. 21 – Keith Swanton

p. 14 (3) – Commission for Women – Elizabeth Rodier (Church) does not choose to be reappointed. Resignation of Susan Childs (Bunting), Vanessa Alban (Bertino)

ADULT PUBLIC GUARDIANSHIP BOARD

Reference: PGL Family Law 14-402, Annotated Code of Maryland

Appointed by: County Commissioners

Function: Advisory
 Perform 6-month reviews of all guardianships held by a public agency.
 Recommend that the guardianship be continued, modified or terminated.

Number/Term: 11/3 year terms
 Terms expire December 31st

Compensation: None, travel expenses (under Standard State Travel Regulations)

Meetings: Semi-annually

Special Provisions: 1 member must be a professional representative of the local department
 1 member must be a physician
 1 member must be a psychiatrist from the local department of health
 1 member must be a representative of a local commission on aging
 1 member must be a representative of a local nonprofit social services organization
 1 member must be a lawyer
 2 members must be lay individuals
 1 member must be a public health nurse
 1 member must be a professional in the field of disabilities
 1 member must be a person with a physical disability

Staff Contact: Department of Social Services - Roberta Baldwin (410-677-6872)

Current Members:

<u>Member's Name</u>	<u>Representing</u>	<u>Years of Term(s)</u>
Dr. Kenneth Widra	Psychiatrist	18-21
Dr. William Greer	Physician	07-10-13-16-19, 19-22
Richard Collins	Lawyer	95-98-01-04-07-10-13-16-19-22
Nancy Howard	Lay Person	*17-19, 19-22
Connie Wessels	Lay Person	*15-16-19, 19-22
Brandy Trader	Non-profit Soc. Service Rep.	*15-17, 17-20, 20-23
LuAnn Siler	Commission on Aging Rep.	17-20, 20-23
Jack Ferry	Professional in field of disabilities	*14-14-17-20, 20-23
Thomas Donoway	Person with physical disability	17-20, 20-23
Roberta Baldwin	Local Dept. Rep. - Social Services	03-06-09-12-15-18-21-24
Melissa Banks	Public Health Nurse	*02-03-06-09-12-15-18-21-24

* = Appointed to fill an unexpired term

ADULT PUBLIC GUARDIANSHIP BOARD

(Continued)

Prior Members:

Since 1972

Dr. Donald Harting
 Maude Love
 Thomas Wall
 Dr. Dorothy Holzworth
 B. Randall Coates
 Kevin Douglas
 Sheldon Chandler
 Martha Duncan
 Dr. Francis Townsend
 Luther Schultz
 Mark Bainum
 Thomas Mulligan
 Dr. Paul FloryBarbara Duerr
 Craig Horseman
 Faye Thornes
 Mary Leister
 Joyce Bell
 Rannolph Barr
 Elsie Briddell
 John Sauer
 Dr. Timothy Bainum
 Ernestine Bailey
 Terri Selby (92-95)
 Pauline Robbins (92-95)
 Darryl Hagey
 Dr. Ritchie Shoemaker (92-95)
 Barry Johansson (93-96)
 Albert Straw (91-97)
 Nate Pearson (95-98)
 Dr. William Greer, III (95-98)
 Rev. Arthur L. George (95-99)
 Irvin Greene (96-99)
 Mary Leister (93-99)
 Otho Aydelotte, Jr. (93-99)
 Shirley D'Aprix (98-00)
 Theresa Bruner (91-02)
 Tony Devereaux (93-02)
 Dr. William Krone (98-02)
 David Hatfield (99-03)
 Dr. Kimberly Richardson (02-03)
 Ina Hiller (91-03)
 Dr. David Pytlewski (91-06)
 Jerry Halter (99-06)
 Dr. Glenn Arzadon (04-07)
 Madeline Waters (99-08)
 Mimi Peuser (03-08)
 Dr. Gergana Dimitrova
 (07-08)Carolyn Cordial (08-13)
 June Walker (02-13)
 Bruce Broman (00-14)
 Lori Carson (13-14)

Pattie Tingle (15-16)
 The Rev. Guy H. Butler
 (99-17)Debbie Ritter (07-17)
 Dean Perdue (08-17)
 Dr. Dia Arpon *(10-18)

* = Appointed to fill an unexpired term

Reference: PGL Health-General, Section 8-1001

Appointed by: County Commissioners

Functions: Advisory
Develop and implement a plan for meeting the needs of the general public and the criminal justice system for alcohol and drug abuse evaluation, prevention and treatment services.

Number/Term: At least 18 - At least 7 At-Large, and 11 ex-officio (also several non-voting members)
At-Large members serve 4-year terms; Terms expire December 31

Compensation: None

Meetings: As Necessary

Special Provisions: Former Alcohol and Other Drugs Task Force was converted to Drug and Alcohol Abuse Council on October 5, 2004.

Staff Contact: Regina Mason, Council Secretary, Health Department (410-632-1100)
Doug Dods, Council Chair, Sheriff's Office (410-632-1111)

Current Members:

<u>Name</u>	<u>Representing</u>	<u>Years of Term(s)</u>
	<u>At-Large Members</u>	
Eric Gray (Christina Purcell)	Substance Abuse Treatment Provider	*15-18, 18-22
Sue Abell-Rodden	Recipient of Addictions Treatment Services	10-14-18, 18-22
Colonel Doug Dods	Knowledgeable on Substance Abuse Issues	04-10 (adv)-14-18-22
Jaclyn Sturgis	Knowledgeable on Substance Abuse Issues	*22-23
Jim Freeman, Jr.	Knowledgeable on Substance Abuse Issues	04-11-15, 15-19, 19-23
Mimi Dean	Substance Abuse Prevention Provider	*18-19, 19-23
Kim Moses	Knowledgeable on Substance Abuse Issues	08-12-16-20, 20-24
Dr. Roy W. Cragway, Jr.	Knowledgeable on Substance Abuse Issues	*17-20, 20-24
Rev. James Jones	Knowledge of Substance Abuse Issues	*21-25
Tina Simmons	Knowledge of Substance Abuse Treatment	21-25

Ex-Officio Members

Rebecca Jones	Health Officer	Ex-Officio, Indefinite
Roberta Baldwin	Social Services Director	Ex-Officio, Indefinite
Spencer Lee Tracy, Jr.	Juvenile Services, Regional Director	Ex-Officio, Indefinite
Trudy Brown	Parole & Probation, Regional Director	Ex-Officio, Indefinite
Kris Heiser	State's Attorney	Ex-Officio, Indefinite
Burton Anderson	District Public Defender	Ex-Officio, Indefinite
Sheriff Matt Crisafulli	County Sheriff	Ex-Officio, Indefinite
William Gordy (Eloise Henry Gordy)	Board of Education President	Ex-Officio, Indefinite
Diana Purnell	County Commissioners	Ex-Officio, Indefinite
Judge Brian Shockley (Jen Bauman)	Circuit Court Administrative Judge	Ex-Officio, Indefinite
Judge Gerald Purnell (Tracy Simpson)	District Court Administrative Judge	Ex-Officio, Indefinite
Donna Bounds	Warden, Worcester County Jail	Ex-Officio, Indefinite

* Appointed to a partial term for proper staggering, or to fill a vacant term

Advisory Members

Lt. Earl W. Starner	Maryland State Police	Since 2004
Charles "Buddy" Jenkins	Business Community - Jolly Roger Amusements	
Chief Ross Buzzuro (Lt. Rick Moreck)	Ocean City Police Dept.	
Leslie Brown	Hudson Health Services, Inc.	
James Mcquire, P.D.	Health Care Professional - Pharmacist	Since 2018
Shane Ferguson	Wor-Wic Community College Rep.	Since 2018
Jessica Sexauer, Director	Local Behavioral Health Authority	Since 2018

Prior Members:

Since 2004

Vince Gisriel	Peter Buesgens
Michael McDermott	Aaron Dale
Marion Butler, Jr.	Garry Mumford
Judge Richard Bloxom	Sharon Smith
Paula Erdie	Jennifer Standish
Tom Cetola	Karen Johnson (14-17)
Gary James (04-08)	Rev. Bill Sterling (13-17)
Vickie Wrenn	Kat Gunby (16-18)
Deborah Winder	William McDermott
Garry Mumford	Sheriff Reggie Mason
Judge Theodore Eschenburg	Colleen Wareing (*06-19)
Andrea Hamilton	Rev. Matthew D'Amario(*18-21)
Fannie Birkhead	Donna Nordstron *(19-21)
Sharon DeMar Reilly	Jennifer LaMade (*12-22)
Lisa Gebhardt	
Jenna Miller	
Dick Stegmaier	
Paul Ford	
Megan Griffiths	
Ed Barber	
Eloise Henry-Gordy	
Lt. Lee Brumley	
Ptl. Noal Waters	
Ptl. Vicki Fisher	
Chief John Groncki	
Chief Arnold Downing	
Frank Pappas	
Captain William Harden	
Linda Busick (06-10)	
Sheriff Chuck Martin	
Joel Todd	
Diane Anderson (07-10)	
Joyce Baum (04-10)	
James Yost (08-10)	
Ira "Buck" Shockley (04-13)	
Teresa Fields (08-13)	
Frederick Grant (04-13)	
Doris Moxley (04-14)	
Commissioner Merrill Lockfaw	
Kelly Green (08-14)	
Sheila Warner - Juvenile Services	
Chief Bernadette DiPino - OCPD	
Chief Kirk Daugherty -SHPD	
Mike Shamburek - Hudson Health	
Shirleen Church - BOE	
Tracy Tilghman (14-15)	
Marty Pusey (04-15)	
Debbie Goeller	

* Appointed to a partial term for proper staggering, or to fill a vacant term

**LOCAL DEVELOPMENT COUNCIL
FOR THE OCEAN DOWNS CASINO**

ITEM 20

Reference: Subsection 9-1A-31(c) - State Government Article, Annotated Code of Maryland

Appointed by: County Commissioners

Function: Advisory
Review and comment on the multi-year plan for the expenditure of the local impact grant funds from video lottery facility proceeds for specified public services and improvements; Advise the County on the impact of the video lottery facility on the communities and the needs and priorities of the communities in the immediate proximity to the facility.

Number/Term: 15/4-year terms; Terms Expire December 31

Compensation: None

Meetings: At least semi-annually

Special Provisions: Membership to include State Delegation (or their designee); one representative of the Ocean Downs Video Lottery Facility, seven residents of communities in immediate proximity to Ocean Downs, and four business or institution representatives located in immediate proximity to Ocean Downs.

Staff Contacts: Kim Moses, Public Information Officer, 410-632-1194
Roscoe Leslie, County Attorney, 410-632-1194

Current Members:

<u>Member's Name</u>	<u>Nominated By</u>	<u>Represents/Resides</u>	<u>Years of Term(s)</u>
Mark Wittmyer	At-Large	Business - Ocean Pines	15-19
Gee Williams °	Dist. 3 - Church	Resident - Berlin	09-13-17, 17-21
Bob Gilmore	Dist. 5 - Bertino	Resident - Ocean Pines	*19-21
David Massey °	At-Large	Business - Ocean Pines	09-13-17, 17-21
Bobbi Sample	Ocean Downs Casino	Ocean Downs Casino	17-indefinite
Cam Bunting °	At-Large	Business - Berlin	*09-10-14-18, 18-22
Matt Gordon	Dist. 1 - Nordstrom	Resident - Pocomoke	19-22
Mary Beth Carozza		Maryland Senator	14-18, 18-22
Wayne A. Hartman		Maryland Delegate	18-22
Charles Otto		Maryland Delegate	14-18, 18-22
Roxane Rounds	Dist. 2 - Purnell	Resident - Berlin	*14-15-19, 19-23
Michael Donnelly	Dist. 7 - Mitrecic	Resident - Ocean City	*16-19, 19-23
Steve Ashcraft	Dist. 6 - Bunting	Resident - Ocean Pines	*19-20, 20-24
Gary Weber	Dist. 4 - Elder	Resident - Snow Hill	*19-20, 20-24
Mayor Rick Meehan °	At-Large	Business - Ocean City	*09-12-16-20-24

Prior Members:

J. Lowell Stoltzfus ° (09-10)
Mark Wittmyer ° (09-11)
John Salm ° (09-12)
Mike Pruitt ° (09-12)
Norman H. Conway ° (09-14)
Michael McDermott (10-14)
Diana Purnell ° (09-14)
Linda Dearing (11-15)

Since 2009

Todd Ferrante ° (09-16)
Joe Cavilla (12-17)
James N. Mathias, Jr. ° (09-18)
Ron Taylor ° (09-14)
James Rosenberg (09-19)
Rod Murray ° (*09-19)

Charlie Dorman (12-19)

* = Appointed to fill an unexpired term/initial terms staggered
° = Charter Member

ECONOMIC DEVELOPMENT ADVISORY BOARD ITEM 20

Reference: County Commissioners' Resolutions of March 1976, 4/16/85, 9/16/97, 5/4/99 and 03-6 on 2/18/03

Appointed by: County Commissioners

Function: **Advisory**
 Provide the County with advice and suggestions concerning the economic development needs of the County; review applications for financing; review Comprehensive Development Plan and Zoning Maps to recommend to Planning Commission appropriate areas for industrial development; review/comment on major economic development projects.

Number/Term: 7/4-Year - Terms expire December 31st

Compensation: \$100 per meeting as expense allowance

Meetings: At least quarterly, more frequently as necessary

Special Provisions: One member nominated by each County Commissioner
 Members may be reappointed

Staff Contact: Economic Development Department - Melanie Pursel (410-632-3110)

Current Members:

<u>Member's Name</u>	<u>Nominated By</u>	<u>Resides</u>	<u>Term(s)</u>
Steven Habeger	D-5, Bertino	Ocean Pines	19-23
Natoshia Collick Owens	D-2, Purnell	Ocean Pines	*15-19, 19-23
Joe Schanno	D-3, Church	West Ocean City	*19-20, 20-24
Marc Scher	D-1, Nordstrom	Pocomoke	*19-20, 20-24
Robert Fisher	D-6, Bunting	Snow Hill	87-17-21, 21-25
Ashley Harrison	D-7, Mitrecic	Ocean City	19-21, 21-25
Vacancy	D-4, Elder	Snow Hill	*08-09-13-17-21-25 Resigning

Prior Members: Since 1972

George Gering	Shirley Pilchard	Thomas W. Davis, Sr. (99-09)
Margaret Quillin	W. Leonard Brown	Mickey Ashby (00-12)
Robert W. Todd	Charles Nichols (92-97)	Priscilla Pennington-Zytowicz (09-14)
Charles Fulton	Jeff Robbins (97-98)	Barbara Purnell (08-15)
E. Thomas Northam	Colleen Smith (94-98)	Timothy Collins (03-15)
Charles Bailey	Tommy Fitzpatrick (97-99)	Joshua Nordstrom (12-16)
Terry Blades	John Rogers (92-98)	William Sparrow (16-18)
Roy Davenport	Jennifer Lynch (98-99)	Greg Shockley (14-18)
M. Bruce Matthews	Don Hastings (92-99)	Tom Terry (15-19)
Barbara Tull	Jerry Redden (92-00)	John Glorioso (08-19)
Tawney Krauss	Keith Mason (98-00)	Ralph Shockley (*08-21)
Dr. Francis Ruffo	Bob Pusey (99-00)	
William Smith	Harold Scrimgeour (00-02)	
Saunders Marshall	Scott Savage (98-03)	
Elsie Marshall	Gabriel Purnell (91-03)	
Halcolm Bailey	Michael Avara (99-03)	
Norman Cathell	Annette Cropper (00-04)	
Mary Humphreys	Billie Laws (91-08)	
Theodore Brueckman	Anne Taylor (95-08)	
	Mary Mackin (04-08)	

* = Appointed to fill an unexpired term

ETHICS BOARD

Reference: Public Local Law, Section CG 5-103

Appointed by: County Commissioners

Function: Advisory
 Maintain all Ethics forms; develop procedures and policies for advisory opinions to persons subject to the Ethics Law and for processing complaints alleging violations of the Ethics Law; conduct a public information program regarding the purpose and application of the Ethics Law; annually certify compliance to the State; and recommend any changes to the Commissioners in order to comply with State Ethics Law.

Number/Term: 7/4 years
 Terms expire December 31st

Compensation: \$100 per meeting

Meetings: As Necessary

Special Provisions:

Staff Contact: Roscoe Leslie, County Attorney (410-632-1194)

Current Members:

<u>Member's Name</u>	<u>Nominated By</u>	<u>Resides</u>	<u>Years of Term(s)</u>
David Deutsch	D-6, Bunting	Ocean Pines	17-21
Vacancy	D-2, Purnell	Snow Hill	14-18, 18-22
Mickey Ashby	D-1, Nordstrom	Pocomoke	14-18, 18-22
Frank Knight	D-7, Mitreic	Ocean City	*14-19, 19-23
Judy Giffin	D-5, Bertino	Ocean Pines	*21-24
Joseph Stigler	D-4, Elder	Berlin	16-20, 20-24
Bruce Spangler	D-3, Church	Berlin	*02-05-09-13-17-21-25

Prior Members: (Since 1972)

- | | |
|-----------------------------|-------------------------------|
| J.D. Quillin, III | William Kuhn (90-09) |
| Charles Nelson | Walter Kissel (05-09) |
| Garbriel Purnell | Marion Chambers (07-11) |
| Barbara Derrickson | Jay Knerr (11-14) |
| Henry P. Walters | Robert I. Givens, Jr. (98-14) |
| William Long | Diana Purnell (09-14) |
| L. Richard Phillips (93-98) | Kevin Douglas (08-16) |
| Marigold Henry (94-98) | Lee W. Baker (08-16) |
| Louis Granados (94-99) | Richard Passwater (09-17) |
| Kathy Philips (90-00) | Jeff Knepper (16-21) |
| Mary Yenney (98-05) | |
| Bill Ochse (99-07) | |
| Randall Mariner (00-08) | |
| Wallace D. Stein (02-08) | |

* = Appointed to fill an unexpired term

**WATER AND SEWER ADVISORY COUNCIL
MYSTIC HARBOUR SERVICE AREA**

Reference: County Commissioners' Resolutions of 11/19/93 and 2/1/05

Appointed by: County Commissioners

Function: Advisory
Advise Commissioners on water and sewer needs of the Service Area; review amendments to Water and Sewer Plan; make recommendations on policies and procedures; review and recommend charges and fees; review annual budget for the service area.

Number/Term: 7/4-year terms
Terms Expire December 31

Compensation: \$100.00/meeting

Meetings: Monthly or As-Needed

Special Provisions: Must be residents of Mystic Harbour Service Area

Staff Support: Department of Public Works - Water and Wastewater Division
Chris Clasing - (410-641-5251)

Current Members:

<u>Member's Name</u>	<u>Resides</u>	<u>Years of Term(s)</u>
Martin Kwesko	Mystic Harbour	13-17, 17-21
Richard Jendrek ^C	Bay Vista I	05-10-14-18, 18-22
Matthew Kraeuter	Ocean Reef	19-22
Joseph Weitzell ^C	Mystic Harbour	05-11-15-19, 19-23
Bruce Burns	Deer Point	19-23
David Dypsky	Teal Marsh Center	*10-12-16, 16-20, 20-24
Stan Cygam	Whispering Woods	*18-20, 20-24

Prior Members: (Since 2005)

John Pinnero ^C (05-06)	Carol Ann Beres (14-18)
Brandon Phillips ^C (05-06)	Bob Hunt (*06-19)
William Bradshaw ^C (05-08)	
Buddy Jones (06-08)	
Lee Trice ^C (05-10)	
W. Charles Friesen ^C (05-13)	
Alma Seidel (08-14)	
Gerri Moler (08-16)	
Mary Martinez (16-18)	

^C = Charter member - Initial Terms Staggered in 2005
* = Appointed to fill an unexpired term

**WATER AND SEWER ADVISORY COUNCIL
OCEAN PINES SERVICE AREA**

Reference: County Commissioners' Resolution of November 19, 1993

Appointed by: County Commissioners

Function: Advisory
Advise Commissioners on water and sewer needs of the Service Area; review amendments to Water and Sewer Plan; make recommendations on policies and procedures; review and recommend charges and fees; review annual budget for the service area.

Number/Term: 5/4-year terms
Terms Expire December 31

Compensation: \$100.00/ Meeting

Meetings: Monthly

Special Provisions: Must be residents of Ocean Pines Service Area

Staff Support: Department of Public Works - Water and Wastewater Division
Chris Clasing- (410-641-5251)

Current Members:

<u>Name</u>	<u>Resides</u>	<u>Years of Term(s)</u>
Gregory R. Sauter, P.E.	Ocean Pines	17-21
James Spicknall	Ocean Pines	07-10-14-18, 18-22
Frederick Stiehl	Ocean Pines	*06-08-12-16-20, 20-24
John F. (Jack) Collins, Jr.	Ocean Pines	*18-21, 21-25
William Gabeler	Ocean Pines	22 - 26

Prior Members: (Since 1993)

- Andrew Bosco (93-95)
- Richard Brady (96-96, 03-04)
- Michael Robbins (93-99)
- Alfred Lotz (93-03)
- Ernest Armstrong (93-04)
- Jack Reed (93-06)
- Fred Henderson (04-06)
- E. A. "Bud" Rogner (96-07)
- David Walter (06-07)
- Darwin "Dart" Way, Jr. (99-08)
- Aris Spengos (04-14)
- Gail Blazer (07-17)
- Mike Hegarty (08-17)
- Michael Reilly (14-18)
- Bob Poremski (17-20)

* = Appointed to fill an unexpired term

**WATER AND SEWER ADVISORY COUNCIL
WEST OCEAN CITY SERVICE AREA**

Reference: County Commissioners' Resolution of November 19, 1993

Appointed by: County Commissioners

Function: Advisory
Advise Commissioners on water and sewer needs of the Service Area; review amendments to Water and Sewer Plan; make recommendations on policies and procedures; review and recommend charges and fees; review annual budget for the service area.

Number/Term: 5/4-year terms
Terms Expire December 31

Compensation: \$100.00/Meeting

Meetings: Monthly

Special Provisions: Must be residents/ratepayers of West Ocean City Service Area

Staff Support: Department of Public Works - Water and Wastewater Division
Chris Clasing - (410-641-5251)

Current Members:

<u>Member's Name</u>	<u>Resides/Ratepayer of</u>	<u>Terms (Years)</u>
Keith Swanton	West Ocean City	13-17, 17-21
Deborah Maphis	West Ocean City	95-99-03-07-11-15-19, 19-23
Gail Fowler	West Ocean City	99-03-07-11-15-19,19-23
Blake Haley	West Ocean City	*19-20, 20-24
Todd Ferrante	West Ocean City	13-17-21-25

Prior Members: (Since 1993)

Eleanor Kelly^c (93-96) Andrew Delcorro (*14-19)

John Mick^c (93-95)

Frank Gunion^c (93-96)

Carolyn Cummins (95-99)

Roger Horth (96-04)

Whaley Brittingham^c (93-13)

Ralph Giove^c (93-14)

Chris Smack (04-14)

* = Appointed to fill an unexpired term
c = Charter member

COMMISSION FOR WOMEN

Reference: Public Local Law CG 6-101

Appointed by: County Commissioners

Function: Advisory

Number/Term: 11/3-year terms; Terms Expire December 31

Compensation: None

Meetings: At least monthly (3rd Tuesday at 5:30 PM - alternating between Berlin and Snow Hill)

Special Provisions: 7 district members, one from each Commissioner District
 4 At-large members, nominations from women's organizations & citizens
 4 Ex-Officio members, one each from the following departments: Social Services, Health & Mental Hygiene, Board of Education, Public Safety
 No member shall serve more than six consecutive years

Contact: Tamara White and Coleen Colson, Co-Chair
 Worcester County Commission for Women - P.O. Box 1712, Berlin, MD 21811

Current Members:

<u>Member's Name</u>	<u>Nominated By</u>	<u>Resides</u>	<u>Years of Term(s)</u>
Elizabeth Rodier	D-3, Church	Bishopville	18-21
Mary E. (Liz) Mumford	At-Large	W. Ocean City	*16, 16-19, 19-22
Coleen Colson	Dept of Social Services		19-22
Hope Carmean	D-4, Elder	Snow Hill	*15-16-19, 19-22
Windy Phillips	Board of Education		19-22
Tamara White	D-1, Nordstrom	Pocomoke City	17-20, 20-23
Kris Heiser	Public Safety – State Attorney Office		21-24
Susan Childs	D-6, Bunting	Berlin	21-24
Terri Shockley	At-Large	Snow Hill	17-20, 20-23
Laura Morrison	At-Large	Pocomoke	*19-20, 20-23
Crystal Bell, MPA	Health Department		*22-23
Vanessa Alban	D-5, Bertino	Ocean Pines	17-20, 20-23
Dr. Darlene Jackson- Bowen	D-2, Purnell	Pocomoke	*19-21, 21-24
Kimberly List	D-7, Mitrecic	Ocean City	18- 21, 21-24
Gwendolyn Lehman	At-Large	OP, Berlin	*19-21, 21-24

Prior Members: Since 1995

Ellen Pilchard ^c (95-97)	Patricia Ilczuk-Lavanceau (98-99)	Catherine W. Stevens (02-04)
Helen Henson ^c (95-97)	Lil Wilkinson (00-01)	Hattie Beckwith (00-04)
Barbara Beaubien ^c (95-97)	Diana Purnell ^c (95-01)	Mary Ann Bennett (98-04)
Sandy Wilkinson ^c (95-97)	Colleen McGuire (99-01)	Rita Vaeth (03-04)
Helen Fisher ^c (95-98)	Wendy Boggs McGill (00-02)	Sharyn O'Hare (97-04)
Bernard Bond ^c (95-98)	Lynne Boyd (98-01)	Patricia Layman (04-05)
Jo Campbell ^c (95-98)	Barbara Trader ^c (95-02)	Mary M. Walker (03-05)
Karen Holck ^c (95-98)	Heather Cook (01-02)	Norma Polk Miles (03-05)
Judy Boggs ^c (95-98)	Vyoletus Ayres (98-03)	Roseann Bridgman (03-06)
Mary Elizabeth Fears ^c (95-98)	Terri Taylor (01-03)	Sharon Landis (03-06)
Pamela McCabe ^c (95-98)	Christine Selzer (03)	
Teresa Hammerbacher ^c (95-98)	Linda C. Busick (00-03)	
Bonnie Platter (98-00)	Gloria Bassich (98-03)	
Marie Velong ^c (95-99)	Carolyn Porter (01-04)	
Carole P. Voss (98-00)	Martha Pusey (97-03)	
Martha Bennett (97-00)	Teole Brittingham (97-04)	

* = Appointed to fill an unexpired term

^c = Charter member

Prior Members: Since 1995 (continued)

Dr. Mary Dale Craig (02-06)	Michelle Bankert *(14-18)
Dee Shorts (04-07)	Nancy Fortney (12-18)
Ellen Payne (01-07)	Cristi Graham (17-18)
Mary Beth Quillen (05-08)	Alice Jean Ennis (14-17)
Marge SeBour (06-08)	Lauren Mathias Williams *(16-18)
Meg Gerety (04-07)	Teola Brittingham *(16-18)
Linda Dearing (02-08)	Jeannine Jerscheid *(18-19)
Angela Hayes (08)	Shannon Chapman (*17-19)
Susan Schwarten (04-08)	Julie Phillips (13-19)
Marilyn James (06-08)	Bess Cropper (15-19)
Merilee Horvat (06-09)	Kelly Riwniak *(19-20)
Jody Falter (06-09)	Kelly O'Keane (17-22)
Kathy Muncy (08-09)	
Germaine Smith Garner (03-09)	
Nancy Howard (09-10)	
Barbara Witherow (07-10)	
Doris Moxley (04-10)	
Evelyne Tyndall (07-10)	
Sharone Grant (03-10)	
Lorraine Fasciocco (07-10)	
Kay Cardinale (08-10)	
Rita Lawson (05-11)	
Cindi McQuay (10-11)	
Linda Skidmore (05-11)	
Kutresa Lankford-Purnell (10-11)	
Monna Van Ess (08-11)	
Barbara Passwater (09-12)	
Cassandra Rox (11-12)	
Diane McGraw (08-12)	
Dawn Jones (09-12)	
Cheryl K. Jacobs (11)	
Doris Moxley (10-13)	
Kutresa Lankford-Purnell (10-12)	
Terry Edwards (10-13)	
Dr. Donna Main (10-13)	
Beverly Thomas (10-13)	
Caroline Bloxom (14)	
Tracy Tilghman (11-14)	
Joan Gentile (12-14)	
Carolyn Dorman (13-16)	
Arlene Page (12-15)	
Shirley Dale (12-16)	
Dawn Cordrey Hodge (13-16)	
Carol Rose (14-16)	
Mary Beth Quillen (13-16)	
Debbie Farlow (13-17)	
Corporal Lisa Maurer (13-17)	
Laura McDermott (11-16)	
Charlotte Cathell (09-17)	
Eloise Henry-Gordy (08-17)	

* = Appointed to fill an unexpired term

c = Charter member



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

To: Commissioners
From: Roscoe R. Leslie
Date: August 3, 2022
RE: Bill to Add Legislative Days

We are requesting the following minor amendments to § CG 2-203 of the County Government Article:

1. The first County Commissioner meeting of each month be designated as an additional legislative day.
2. The publication of the notice of introduction of a bill is permitted to be on the County's website rather than a physical newspaper.

These changes are designed to promote more flexibility in our legislative process and to reduce costs.

The changes are compatible with state law procedures.

COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND
BILL 22-__

BY:

INTRODUCED:

A legislative bill to designate additional days as eligible for regular legislative sessions and to modify the method for publishing notice of legislative bill introductions.

- I. **Be It Enacted by the County Commissioners of Worcester County, Maryland**, that § CG-2-203 entitled Legislative Sessions and Procedures of the County Government Article of the Code of Public Local Laws of Worcester County, Maryland is amended to add and remove the following provisions:

§ CG 2-203 Legislative sessions and procedures.

(a) Regular legislative sessions. The County Commissioners may hold a regular legislative session on the **FIRST**, second, and third Tuesdays of each month.

(b) Additional legislative sessions. Additional legislative sessions, not to exceed the total legislative sessions in any one year as limited by law, may be held following due notice as provided by law upon resolution of the County Commissioners.

(c) Publication of bills. All bills other than emergency bills, as provided by law, or a fair summary thereof shall be published **ON THE COUNTY'S WEBSITE AT LEAST 7 DAYS BEFORE** ~~in at least one newspaper of general circulation in the County not less than two times between the time of the bill's introduction and~~ the time the hearing required by law is held on such bill. The notice of publication of any such bill shall include information as to the time, date and place of the hearing to be held on such bill as required by law. The notice of publication may include such other information as the County Commissioners may deem appropriate. In the event that a bill is amended, it need not be readvertised.

(d) Executive and legislative sessions on same day.
Executive and legislative sessions may be held on the same day.

(e) Bills not voted on declared defeated. Any bill pending before the County Commissioners which is not passed or defeated within one year from the date of the initial public hearing thereon shall be declared defeated and may not be further considered by the County Commissioners unless reintroduced in the same manner in which any bill must be introduced.

(f) Legislative procedures. Legislative procedures shall be in accordance with Public General Law.

II. **Be It Further Enacted by the County Commissioners of Worcester County, Maryland** that this Bill will take effect 45 days from the date of its passage.

PASSED this _____ day of _____, 2022.

Attest:

**County Commissioners of
Worcester County, Maryland**

Weston S. Young
Chief Administrative Officer

Joseph M. Mitrecic, President

Theodore J. Elder, Vice President

Anthony W. Bertino, Jr., Commissioner

Madison J. Bunting, Jr., Commissioner

James C. Church, Commissioner

Joshua C. Nordstrom, Commissioner

Diana Purnell, Commissioner