



BERLIN MAYOR AND COUNCIL
Meeting Agenda

Berlin Town Hall
10 William Street
Monday, June 24, 2019

6:00 PM EXECUTIVE SESSION – Conference Room

- a. Pursuant to Section §3-305(b)(14) Before a contract is awarded or bids are opened, to discuss a matter directly related to a negotiating strategy or the contents of a bid or proposal, if public discussion or disclosure would adversely impact the ability of the public body to participate in the competitive bidding or proposal process.

7:00 PM REGULAR SESSION – Council Chambers

1. Approval of the Minutes for:
 - a. Executive Session of 06/10/19
 - b. Statement of Closure for Executive Session of 06/10/19
 - c. Regular Session of 06/10/19
2. Motions to Approve:
 - a. Motion 2019-17: Motion awarding the Graham Avenue Submerged Gravel Wetlands Contract – Darl Kolar, P.E., BCEE, MBA, EA Engineering, Science, and Technology, Inc., PBC
 - b. Motion 2019-18: Motion approving the General Order of the Body Worn Camera Program – Police Chief Arnold Downing
 - c. Motion 2019-19: Motion approving the Berlin Fire Company Fiscal Year 2020 Contract – President David Fitzgerald (contract to be available at meeting)
3. Ordinance 2019-04: Amending Chapter 108, Article II, Division 5, Subdivision II, Section 108-165, Entitled “Variances” – Planning Director David Engelhart
 - a. Public Hearing
 - b. Action on Ordinance 2019-04
4. Resolution 2019-05: Resolution establishing a tax rate review policy – Town Administrator Laura Allen
5. Departmental Reports
6. Town Administrator’s Report
7. Comments from the Mayor
8. Comments from the Council
9. Comments from the Public
10. Comments from the Press

11. Adjournment

Anyone having questions about the meetings mentioned above or needing special accommodations should contact Laura Allen, Town Administrator at (410) 641-4144. Written materials in alternate formats for persons with disabilities are made available upon request.

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WRITTEN STATEMENT FOR CLOSING A MEETING UNDER THE OPEN MEETINGS ACT

Date: 06/10/19 Time: 6:00 pm Location: Conf. Room Motion to close meeting made by: Purnell

Seconded by _____, Members voting in favor: Brittingham, Burrell, Gulyas, Tyndall

Opposed: 0 Abstaining 0 Absent 0

STATUTORY AUTHORITY TO CLOSE SESSION, General Provisions Article, §3-305(b) (check all that apply):

- (1) To discuss the appointment, employment, assignment, promotion, discipline, demotion, compensation, removal, resignation, or performance evaluation of appointees, employees, or officials over whom this public body has jurisdiction; or any other personnel matter that affects one or more specific individuals;
- (2) To protect the privacy or reputation of individuals concerning a matter not related to public business;
- (3) To consider the acquisition of real property for a public purpose and matters directly related thereto;
- (4) To consider a matter that concerns the proposal for a business or industrial organization to locate, expand, or remain in the State;
- (5) To consider the investment of public funds;
- (6) To consider the marketing of public securities;
- (7) To consult with counsel to obtain legal advice on a legal matter;
- (8) To consult with staff, consultants, or other individuals about pending or potential litigation;
- (9) To conduct collective bargaining negotiations or consider matters that relate to the negotiations;
- (10) To discuss public security, if the public body determines that public discussion would constitute a risk to the public or to public security, including: (i) the deployment of fire and police services and staff; and (ii) the development and implementation of emergency plans;
- (11) To prepare, administer, or grade a scholastic, licensing, or qualifying examination;
- (12) To conduct or discuss an investigative proceeding on actual or possible criminal conduct;
- (13) To comply with a specific constitutional, statutory, or judicially imposed requirement that prevents public disclosures about a particular proceeding or matter;
- (14) Before a contract is awarded or bids are opened, to discuss a matter directly related to a negotiating strategy or the contents of a bid or proposal, if public discussion or disclosure would adversely impact the ability of the public body to participate in the competitive bidding or proposal process.

FOR EACH CITATION CHECKED ABOVE, THE REASONS FOR CLOSING AND TOPICS TO BE DISCUSSED:

§3-305(b) (8) Potential Litigation

§3-305(b) () _____

§3-305(b) () _____

This statement is made by Wm. Gee Williams, III, Presiding Officer: _____
SIGNATURE

WORKSHEET FOR USE IN CLOSED SESSION (CHECKLIST OF DISCLOSURES TO BE MADE IN MINUTES OF NEXT REGULAR MEETING- NOT A PART OF THE CLOSING STATEMENT)

PERSONS ATTENDING CLOSED SESSION: Mayor, All Council, L. Allen, J. Fleetwood, M. Bohlen, D. Gaskill, J. Latchum, P. Lohmeyer Bell & S. Green

TOPICS ACTUALLY DISCUSSED Agreement related to utility easement; ongoing discussion regarding Berlin Fire Co.

ACTION(S) TAKEN (IF ANY) AND RECORDED VOTES: _____
Burrell - motion to honor the utility easement agreement as written.

TIME CLOSED SESSION ADJOURNED: 6:35

PLACE OF CLOSED SESSION Town Hall, Conference Room

PURPOSE OF CLOSED SESSION: Potential Litigation

STATUTORY AUTHORITY FOR THE CLOSED SESSION: §3-305(b) (8); () ; ()

MEMBERS WHO VOTED TO CLOSE: Brittingham, Burrell, Gulyas, Purnell, Tyndall

(Form Revised 10/1/14)



BERLIN MAYOR AND COUNCIL
Meeting Minutes
Monday, June 10, 2019

7:00 PM REGULAR SESSION – Berlin Town Hall Council Chambers

Present: Mayor Gee Williams, Vice-President Elroy Brittingham, Councilmembers Thom Gulyas, Zackery Tyndall, Dean Burrell, and Troy Purnell.

Staff Present: Town Administrator Laura Allen, Managing Director/ Public Works Jeff Fleetwood, Administrative Services Director Mary Bohlen, Finance Director Natalie Saleh, Water Resources Director Jamey Latchum, Police Chief Arnold Downing, Electric Utility Director Tim Lawrence, Economic and Community Development Director Ivy Wells, Town Attorney David Gaskill, and Town Clerk Kelsey Jensen.

Following the Lord’s Prayer and Pledge of Allegiance, Mayor Williams called the meeting to order at approximately 7:00 PM.

1. Approval of the Minutes for:

a. Executive Session of 06/03/19:

On the motion of Councilmember Gulyas, the Executive Session minutes of June 3, 2019 were approved by the following vote:

Name	Counted toward Quorum			Recused	Absent
	Aye	No	Abstain		
Elroy Brittingham, VP	X				
Dean Burrell	X				
Troy Purnell	X				
Thom Gulyas	X				
Zackery Tyndall	X				
<i>Voting Tally</i>	5				

b. Statement of Closure for Executive Session of 06/03/19:

Mayor Williams read the Statement of Closure.

c. Regular Session of 05/28/19:

Councilmember Tyndall stated that on page three paragraph two, Jennie Allen would like the minutes to reflect that Mayor Williams said if the electric costs as much as it did with SonRise Church they will not take the service over. Ms. Jensen said it does state that. Councilmember Gulyas said that in the same paragraph Council should be changed to County.

On the motion of Councilmember Gulyas with his change, the Regular Session Minutes of May 28, 2019 were approved by the following vote:

Name	Counted toward Quorum			Recused	Absent
	Aye	No	Abstain		
Elroy Brittingham, VP	X				
Dean Burrell	X				
Troy Purnell	X				
Thom Gulyas	X				
Zackery Tyndall	X				

Voting Tally	5				
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2. Motions to approve:

- a. Motion 2019-14: Motion approving Ocean City Baptist Church to hold a Basketball Camp for children in Dr. William Henry Park from Monday, July 15 to Thursday, July 18, 2019 from 8:00 am to noon daily and a waiver the park fees

Dustin Wheelock and Sean Davis explained their event in detail. They stated that there would be a fee for the camp, with scholarships available; Ms. Bohlen said they never indicated that to her and will need to complete a Business use of Park Form if approved. They also said they will be providing the kids with a shirt and a basketball. Councilmember Tyndall said he would like to see in advertisements that scholarships are available if needed.

On the motion of Councilmember Burrell with the understanding that the Business use of Park Form is completed, Motion 2019-14 was approved by the following vote:

Name	Counted toward Quorum			Recused	Absent
	Aye	No	Abstain		
Elroy Brittingham, VP	X				
Dean Burrell	X				
Troy Purnell	X				
Thom Gulyas	X				
Zackery Tyndall	X				
Voting Tally	5				

- b. Motion 2019-15: Motion approving Grace Center for Maternal & Women’s Health to hold a walking event based at Stephen Decatur Park on Saturday, July 20, 2019 from 9:00 am- 12:00 pm and a waiver of the park fees

Board Chair Amy Mike explained their event in detail. Mr. Fleetwood said a new Certificate of Insurance is required because the one they provided will expire before their event; Ms. Mike said she would get it to the Town.

On the motion of Vice-President Brittingham with the understanding that a new Certificate of Insurance will be provided, Motion 2019-15 was approved by the following vote:

Name	Counted toward Quorum			Recused	Absent
	Aye	No	Abstain		
Elroy Brittingham, VP	X				
Dean Burrell	X				
Troy Purnell	X				
Thom Gulyas	X				
Zackery Tyndall	X				
Voting Tally	5				

3. Ordinance 2019-02: Fiscal Year 2020 Budget Adoption

Mayor Williams gave opening remarks regarding the Fiscal Year 2020 budget. Ms. Saleh presented charts and graphs summarizing the budget. Mayor Williams opened the public hearing at 7:25 PM. He asked if there were any State or County Officials that would like to address the Council first; there were none.

The following individuals expressed thoughts, concerns, opinions, and offered possible solutions:

- James Meckley – Buckingham Road
- Marie Velong – West Street
- Don Fletcher – Powell Circle
- Jason Walter – Powell Circle

Debra Fletcher – Powell Circle

Hearing no more comments, Mayor Williams closed the public hearing at 7:52 PM.

Councilmember Purnell said he has seen a lot of misinformation about the budget and taxes; the assessments were higher in 2008 and we will not be paying as much now as we were then. He also stated that he is primarily focused on Berlin and not other Towns; he agreed that taxes should have been raised in the past. Mr. Walter and Ms. Fletcher said it is important to do comparative studies and see what other Towns are doing.

On the motion of Councilmember Burrell, Ordinance 2019-02 was approved by the following vote:

Name	Counted toward Quorum			Recused	Absent
	Aye	No	Abstain		
Elroy Brittingham, VP	X				
Dean Burrell	X				
Troy Purnell	X				
Thom Gulyas	X				
Zackery Tyndall		X			
<i>Voting Tally</i>	4	1			

4. Motion 2019-16: Motion authorizing certain contracts for FY2020

Town Administrator Laura Allen discussed the proposed contracts. Councilmember Tyndall asked how often these contracts go out to bid; Ms. Allen said it varies, they usually do not put items out to bid unless there is an issue with the contractor’s performance or the working relationship. Councilmember Tyndall wants to see all contracts listed that have not been out to bid in the past year go out to bid for FY2021 budget. Councilmember Burrell said he would like staff evaluations to be completed on these companies each year to evaluate the working relationship and services provided. Ms. Allen said the costs associated with putting an item out to bid can be high and require a lot of administrative work. She asked if she can have three weeks to put together a cost estimate to see if that is something Councilmember Tyndall is still interested in; he agreed to that.

On the motion of Councilmember Tyndall with Councilmember Burrell’s suggestion of annual evaluations, Motion 2019-16 was approved by the following vote:

Name	Counted toward Quorum			Recused	Absent
	Aye	No	Abstain		
Elroy Brittingham, VP	X				
Dean Burrell	X				
Troy Purnell	X				
Thom Gulyas	X				
Zackery Tyndall		X			
<i>Voting Tally</i>	4	1			

5. Departmental Reports:

a. Finance Director – Natalie Saleh

Ms. Saleh said she will input the new budget into Tyler on July 1st. PKS will be out for their audit in September. Lastly, she asked Councilmember Tyndall to communicate better with her like he has done with the public when it comes to the budget.

b. Water Resources Director – Jamey Latchum

Mr. Latchum said they have had to pull about half of the lift stations in Town and have had several sewer blocks. Mayor Williams asked how the meeting with State Highway went regarding the

widening of 376 (Bay Street Extended); Ms. Allen said it was productive, SHA wanted the Town to pay to move the main sewer line, but they have a work around plan because the pipes are clay and may not be able to be moved. SHA is working on an MOU with the Town regarding the project.

c. Electric Utility Director – Tim Lawrence

Mr. Lawrence discussed the lightening strike that took place on June 2nd and the damage it caused. He said they are prepared for peak shaving to begin. Lastly, he said they will have a scheduled power outage to repair essential equipment on June 19th and June 20th from 12:30am-2:30am that will affect the entire Town; he notified the Police Department, the Fire Company, Atlantic General Hospital, Verizon, and Comcast.

d. Police Chief – Arnold Downing

Chief Downing said Thursday the schools will be having awards ceremonies, so be prepared for additional traffic. They are also planning for summer Worcester Youth events.

e. Economic and Community Development Director – Ivy Wells

Ms. Wells thanked the Council for adding the New Years Eve events back in in the budget. Friday will be the 30th Bathtub Races beginning at 5:30pm, it will also be the second Friday Art Stroll and Makers Market. There will be an outdoor movie (Yellow Submarine) at Artisans Green on June 15th. The Farmers Market has been very popular. Lastly, the Burbage building is finally being repaired.

f. Managing Director/Public Works – Jeffrey Fleetwood

Mr. Fleetwood said the Henry Park Restrooms took a hit with the lightning storm on June 2nd, the restrooms are operational, but require repairs. They will be spraying curbs and the roads for growth this week weather permitting.

6. Town Administrator's Report – Laura Allen

Ms. Allen had nothing additional to report.

7. Comments from the Mayor:

Mayor Williams had no comments.

8. Comments from the Council:

Councilmember Burrell said he likes the amount of participation they have had at the meetings regardless of the motive; he wants people to continue to come and see the efforts the Council makes all year. He asked when Mr. Fleetwood's title changed to include Public Works; he thinks that should have been discussed by the Council. Ms. Allen said she asked Mr. Fleetwood to take over Public Works when Ms. Kreiter left. Mr. Gaskill said because it is a personnel issue it will need to be discussed in a closed session. Councilmember Burrell said he wants to see that done at the next session.

Councilmember Purnell said the letter Ms. Velong mentioned from the Coastal Realtors included all of 21811 not just Berlin proper so the letter is being corrected.

9. Comments from the Public – Mr. Fletcher asked what the scheduled outages dates were; Mr. Lawrence said June 19th and 20th. Ms. Allen said that it will begin at 12:30am for a 2-3-hour window.

10. Comments from the Press – none.

11. Adjournment:

On the motion of Councilmember Burrell, the Mayor and Council meeting was adjourned at approximately 8:31PM.

Name	Counted toward Quorum			Recused	Absent
	Aye	No	Abstain		
Elroy Brittingham, VP	X				
Dean Burrell	X				
Troy Purnell	X				
Thom Gulyas	X				
Zackery Tyndall	X				
<i>Voting Tally</i>	5				

Respectfully Submitted,

Kelsey Jensen
Town Clerk



MOTION OF THE MAYOR AND COUNCIL 2019-17

A MOTION OF THE MAYOR AND COUNCIL OF THE TOWN OF BERLIN TO:

- A. AWARD THE CONTRACT FOR THE GRAHAM AVENUE SUBMERGED GRAVEL WETLANDS PROJECT TO GOODY HILL GROUNDWORK, INC. IN THE AMOUNT OF \$105,000; and
- B. AUTHORIZE THE TRANSFER OF UP TO \$37,500 FROM THE WATER FUND CONTINGENCY TO INCREASE THE FUNDING FOR THE PROJECT.

APPROVED THIS ____ DAY OF _____, 2019 BY THE MAYOR AND COUNCIL OF THE TOWN OF BERLIN, MARYLAND BY AFFIRMATIVE VOTE OF ____ TO ____ OPPOSED, WITH ____ ABSTAINING AND ____ ABSENT.

Elroy Brittingham, Sr. Vice President

Approved this ____ day of _____, 2019 by the Mayor of the Town of Berlin.

Wm. Gee Williams, III, Mayor

ATTEST: _____
Laura Allen
Town Administrator



STAFF REPORT

To: Mayor and Members of the Town Council
From: Town Administrator Laura Allen 
Meeting Date: June 24, 2019
Subject: Graham Avenue Submerged Gravel Wetland Contract Award

RECOMMENDATION

Staff recommends the Council adopt a motion awarding the construction contract for this project to Goody Hill Groundwork, Inc. and authorize the transfer of up to \$37,500 from the Water Fund contingency account to increase the funding for the project.

EXECUTIVE SUMMARY

The Town received an Outreach and Restoration Grant from the Chesapeake Bay Trust in the amount of \$75,000 to install a submerged gravel wetland (SGW) on Town owned property on Graham Avenue. The Town committed \$40,000 in Stormwater Funds as a match for a total budget of \$115,000.

The construction bids came in much higher than expected. In addition, the quote we recently received for the stone to be installed by Town staff also came in higher than planned. As a result, the project has a budgetary shortfall of \$37,500. Staff recommends a transfer from budgeted Water Fund contingency of up to \$37,500 to enable the project to proceed.

FISCAL IMPACT

The Mayor and Council approved \$115,000 for this project in the FY 20 Adopted Budget. The budgetary shortfall can be addressed by transferring (or borrowing) \$37,500 from budgeted Water Fund contingency (\$81,544) to the Stormwater Fund for this project. The Stormwater Fund will need to repay the Water Fund at some point in the future.

ANALYSIS

Higher than expected costs created a budgetary shortfall in this project which can be addressed by borrowing from the Water Fund.

The Mayor and Council may return the grant funds to the Chesapeake Bay Trust and not proceed with the project, however, the SGW will help reduce flooding in one of the five areas identified as a Town Flooding Concern in the Worcester County Hazard Mitigation Plan (page 3-31). In addition, Maryland Coastal Bays, our grant partner, did an excellent job reaching out to the residents in this neighborhood who expect this project to be completed.

CONCLUSION

Staff recommends the Council adopt a motion awarding the construction contract for this project to Goody Hill Groundwork, Inc. and authorize the transfer of up to \$37,500 from the Water Fund Contingency to increase the funding for the project.

Attachment

- A. Bid Package Letter from EA Engineering, Science and Technology

June 20, 2019

Ms. Laura Allen
Town Administrator
Town of Berlin
10 William Street
Berlin, Maryland 21811

**Subject: Graham Avenue Submerged Gravel Wetlands Project
Bid Package Review, Tabulation and Recommendation**

Dear Ms. Allen:

Bids were received on May 20, 2019 for the Graham Avenue Submerged Gravel Wetlands Project. Two bids were received: Barker's Landing Excavation, LLC. (Barker's Landing) and Goody Hill Groundwork Inc. (Goody Hill). On behalf of the Town of Berlin, EA Engineering, Science and Technology, Inc., PBC (EA) has reviewed each of these bids for completeness. EA's review consisted of tabulating the two bids, reviewing of the bid packages in accordance with the Contract Documents, and a reference background vetting. Both bids presented a complete bid package consisting of a Bid Form, Proposal Bond, and Certificate of Insurance. A Bid Tabulation is attached to this letter for reference.

The low bidder, as presented in the Bid Tabulation, is Goody Hill. EA understands that the Town has an established working history with Goody Hill and recently successfully completed the *Channel Improvements Along William Street and Hudson Branch* and *West Street Emergency Stormdrain Replacement* projects.

In reviewing the bids, EA understands that the low bid of Goody Hill exceeded the Town's available budget for stormwater management improvements. On behalf of the Town of Berlin, EA inquired with Goody Hill on value engineering options to evaluate items for alternative and cost-effective approaches. Attached is an email provided by Goody Hill on proposed value engineering options. For equality, EA approached Barker's Landing as the only other bidder to offer a value engineering approach. Mr. Tom Cohee with Barker's Landing Excavation verbally stated that they would not be interested in providing a value engineering bid given the gap in the original bid costs. EA recommends that the Town obtain written confirmation from Barker's Landing.

The proposed contract amount with the value engineering option is \$105,000. The Town received an Outreach and Restoration Grant from the Chesapeake Bay Trust in the amount of \$75,000. The Town committed \$40,000 in match to the project for a total budget of \$115,000. The award includes an allocation of \$12,500 to the Maryland Coastal Bays Program for the educational component of the project. The amount available for construction is \$102,500. In addition to the contract work, the project includes the Town completing the excavation and stone placement for the submerged gravel wetland estimated at \$35,000. This results in an estimated net allocation of \$37,500 of Town funds for the construction of the project including the Town and contracted construction components.



Based on the review of their bid package, value engineering approach and reference checks, EA recommends that Town of Berlin consider Goody Hill for award of the Graham Avenue Submerged Gravel Wetlands Project in the amount of \$105,000 which excludes the alternative bid items. Prior to award, EA recommends that Goody Hill provide a signed revised Bid Form for the presented value engineering options.

Respectfully yours,
EA ENGINEERING, SCIENCE, AND TECHNOLOGY, INC., PBC

A handwritten signature in blue ink, appearing to read 'Darl Kolar', is positioned below the typed name. The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Darl Kolar, P.E., BCEE
Project Manager

Cc: Mary Bohlen, Town of Berlin

Kolar, Darl

From: Scott Savage <scott@goodyhill.com>
Sent: Wednesday, June 19, 2019 9:23 AM
To: Kolar, Darl
Subject: Graham Ave SGW BAFO

Darl,

Below is re-pricing of the Graham Ave SGW bid after alterations and deletions from the original bid form.

1. Mobilization, Demobilization, Ancillary items:	\$12,250.00
2. Furnish and install 2 driveway restorations:	\$ 3,300.00
3. Pavement Restoration: (full depth trench restore only and not to exceed 5' in width regardless of existing asphalt conditions	\$ 9,500.00
4. Furnish and install 400 LF of 15" x 21" corrugated metal pipe and Approx. 30 LF of 14" x 23" CL4 RCP	\$27,465.00
5. Furnish and install 4 precast storm drain structures	\$18,960.00
6. Demolition and offsite disposal	\$12,050.00
7. Furnish and install 2 water services	\$ 5,500.00
8. Furnish and install 350 LF C&G	\$ 9,975.00
9. Furnish and install select fill	<u>\$ 6,000.00</u>
Total:	\$105,000.00

Hard bid at \$105,000.00, no measured pay items (i.e. pipe length, fill dirt, C&G, etc.).

Scott A. Savage
President
Goody Hill Groundwork, Inc.
P.O. Box 200
Berlin, MD 21811
410-629-0966 (office)
410-726-9429 (cell)
410-629-0967 (fax)
scott@goodyhill.com

goodyhill

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BID TAB

Stormwater Management Upgrades
Graham Ave. Submerged Gravel Wetlands
TOWN OF BERLIN, MARYLAND
MAY 2019

ITEM	BASE BID	ESTIMATED QTY.	UNIT	Goody Hill			Barker's Landing Excavation			Average
				COST PER	TOTAL ITEM	COST PER	TOTAL ITEM	TOTAL ITEM		
1	MOBILIZATION, DEMOBILIZATION, AND ANCILLARY ITEMS	1	LS	\$ 12,250.00	\$ 12,250.00	\$ 6,090.00	\$ 6,090.00	\$ 6,090.00	\$ 9,170.00	
2	FURNISH AND INSTALL - DRIVEWAY RESTORATION	2	EA	\$ 1,650.00	\$ 3,300.00	\$ 3,045.00	\$ 3,045.00	\$ 6,090.00	\$ 4,695.00	
3	FURNISH AND INSTALL - TOWN OF BERLIN PAVEMENT RESTORATION (TO CENTERLINE OF ROAD)	610	SY	\$ 39.00	\$ 23,790.00	\$ 65.80	\$ 40,138.00	\$ 40,138.00	\$ 31,964.00	
4	FURNISH AND INSTALL - PRECAST 14"X23" CLASS IV ELLIPTICAL RCP	420	LF	\$ 96.50	\$ 40,530.00	\$ 315.81	\$ 132,640.20	\$ 132,640.20	\$ 86,585.10	
5	FURNISH AND INSTALL - PRECAST STORM DRAIN STRUCTURES	4	EA	\$ 4,740.00	\$ 18,960.00	\$ 5,000.00	\$ 20,000.00	\$ 20,000.00	\$ 19,480.00	
6	DEMOLITION AND OFFSITE DISPOSAL	1	LS	\$ 16,560.00	\$ 16,560.00	\$28,188.00	\$ 28,188.00	\$ 28,188.00	\$ 22,374.00	
7	FURNISH AND INSTALL - WATER SERVICES	2	EA	\$ 2,750.00	\$ 5,500.00	\$ 4,350.00	\$ 8,700.00	\$ 8,700.00	\$ 7,100.00	
8	FURNISH AND INSTALL - TOWN OF BERLIN CURB AND GLITTER	350	LF	\$ 28.50	\$ 9,975.00	\$ 38.28	\$ 13,398.00	\$ 13,398.00	\$ 11,686.50	
9	FURNISH AND INSTALL - SELECT FILL	200	CY	\$ 30.00	\$ 6,000.00	\$ 41.76	\$ 8,352.00	\$ 8,352.00	\$ 7,176.00	
	SUBTOTAL FOR BASE BID ITEMS				\$ 136,865.00		\$ 263,596.20	\$ 200,230.60		
						Goody Hill				
						Barker's Landing Excavation				
						Average				
ITEM	ADD ALTERNATE BID	ESTIMATED QTY.	UNIT	COST PER	TOTAL ITEM	COST PER	TOTAL ITEM	TOTAL ITEM	TOTAL ITEM	
1	FURNISH AND INSTALL - TOWN OF BERLIN PAVEMENT RESTORATION	490	SY	\$ 30.50	\$ 14,945.00	\$ 64.56	\$ 31,634.40	\$ 31,634.40	\$ 23,289.70	
2	FURNISH AND INSTALL - FIRE HYDRANT RELOCATION	1	EA	\$ 5,190.00	\$ 5,190.00	\$ 4,350.00	\$ 4,350.00	\$ 4,350.00	\$ 4,770.00	
	SUBTOTAL FOR ADD ALTERNATE BID ITEMS				\$ 20,135.00		\$ 35,984.40	\$ 28,059.70		
	TOTAL BID				\$ 157,000.00	Total:	\$ 299,580.60	\$ 228,290.30		

BID FORM

**PROJECT IDENTIFICATION: STORMWATER MANAGEMENT UPGRADES
CONTRACT NO. 2019-01
GRAHAM AVENUE SUBMERGED
GRAVEL WETLANDS**

THIS BID IS SUBMITTED TO: Town of Berlin – Town Council, Owner

ADDRESS: 10 William Street
Berlin, Maryland 21811
Attention: Laura Allen, ICMA-CM, CPFO, – Town Administrator

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 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 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)
<u>5/1/2019</u>	<u>1</u>
<u>5/6/2019</u>	<u>2</u>
_____	_____

- b. Bidder has familiarized self 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 studied (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 paragraph 4.02 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 paragraph 4.04 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 the Owner.
4. Bidder will complete the Work within ninety (90) calendar days from receipt of the Notice to Proceed for the following price as indicated on the Bid Form.

BID FORM
TOWN OF BERLIN, MARYLAND
STORMWATER MANAGEMENT UPGRADES
GRAHAM AVENUE SUBMERGED GRAVEL WETLANDS

ITEM NO.	BASE BID ITEM DESCRIPTIONS	QTY	UNIT	COST PER UNIT (\$)	TOTAL ITEM COST (\$)
1	Mobilization, Demobilization, and Ancillary Items	1	LS	12,250.00	12,250.00
2	Furnish and Install - Driveway Restoration	2	EA	1,650.00	3,300.00
3	Furnish and Install - Town of Berlin Pavement Restoration (To Center Line of Road)	610	SY	39.00	23,790.00
4	Furnish and Install - Precast 14"x23" Class IV Elliptical RCP	420	LF	96.50	40,530.00
5	Furnish and Install - Precast Storm Drain Structures	4	EA	4,740.00	18,960.00
6	Demolition and Offsite Disposal	1	LS	16,560.00	16,560.00
7	Furnish and Install - Water Services	2	EA	2,750.00	5,500.00
8	Furnish and Install - Town of Berlin Curb and Gutter	350	LF	28.50	9,975.00
9	Furnish and Install - Select Fill	200	CY	30.00	6,000.00
Base Bid Items		TOTAL=			136,865.00
ITEM NO.	ADD ALTERNATE ITEM DESCRIPTIONS	QTY	UNIT	COST PER UNIT (\$)	TOTAL ITEM COST (\$)
1	Furnish and Install - Town of Berlin Pavement Restoration	490	SY	30.50	14,945.00
2	Furnish and Install - Fire Hydrant Relocation	1	EA	5,190.00	5,190.00
Add Alternate Bid Items		Alternate Total =			20,135.00
Total Bid for Base and Add Alternate Items		TOTAL=			\$157,000.00

Written Total Base Bid Price: One Hundred Thirty-Six Thousand Eight Hundred Sixty-Five Dollars

Written Total Add Alternate Bid Price: Twenty Thousand One Hundred Thirty-Five Dollars

5. The following documents are attached to and made a condition of this Bid:

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:

Laura Allen, ICMA-CM, CPFO – Town Administrator

Town of Berlin
10 William Street
Berlin, Maryland
(410) 641-4144

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 May 20, 2019

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

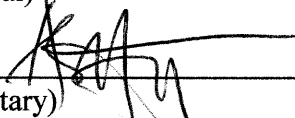
By Goody Hill Groundwork, Inc. (SEAL)
(Corporation Name)

Maryland
(State of Incorporation)

By Scott Savage  (Name of Person Authorized to Sign)

President
(Title)

(Corporate Seal)

Attest  (SEAL)
(Secretary)

Business Address: 9539 Goody Hill Road
P.O. Box 280
Berlin, MD 21811

Phone Number: (410) 629-0966

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.)

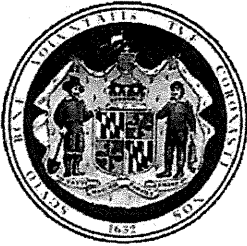
90 County

State of Maryland License

23482107

23383112

10713150



GOODY HILL GROUND WORK INC
9539 GOODY HILL RD
BERLIN MD 21811

GOODY HILL GROUND WORK INC
9539 GOODY HILL RD
BERLIN MD 21811

19

CODE	UNIT	TYPE OF LICENSE	NO OF LIC	COST
77	015	CONSTRUCTION FIRM (NOT FOR HOME IMPROVEMENT)	1	15.00

DATE OF ISSUE
MO DAY YR
05/01/2019

MONTHS PAID
12

Susan Braniecki

THIS LICENSE MUST BE PUBLICLY DISPLAYED
AND EXPIRES ON **APRIL 30, 2020**

ISSUING FEES	2.00		
TOTAL	17.00	AMOUNT PAID	17.00

ISSUED BY

SUSAN R. BRANIECKI, CLERK OF CIRCUIT COURT
1 West Market Street, Room 104
SNOW HILL, MARYLAND 21863 (410)632-5500

MTR



Goody Hill Groundwork, Inc.
P.O. Box 200
Berlin, Maryland 21811
410.629.0966
410.629.0967 fax

Qualification Statement

Project: Aloft Hotel and Conference Center

Amount: \$901,965.00

Owner: Hotel at 45th, LLC

Project Complete: 3/27/19

Project: Town of Berlin – Gay Street

Amount: \$178,550.00

Owner: Town of Berlin

Project Complete: 9/18/18

Project: Town of Berlin – William Street

Amount: \$396,470.00

Owner: Town of Berlin

Project Complete: 6/30/18

Project: Town of Berlin – West Street Emergency Storm Drain Replacement

Amount: \$321,899.00

Owner: Town of Berlin

Substantially Complete: 6/7/17

**Project: Maryland State Police Barrack “V” – Extend Sanitary and Water to Municipal Systems
Berlin, Maryland**

Amount: \$385,830.00

Owner: State of Maryland Department of General Services

Project Completed February 2017

Project: Crystal Beach Hotel

Ocean City, Maryland

Amount: \$234,262.63

General Contractor: Gillis Gilkerson, Inc.

Project Completed: May 2017



Goody Hill Groundwork, Inc.
P.O. Box 200
Berlin, Maryland 21811
410.629.0966
410.629.0967 fax

Suppliers and Subcontractors

Belair Road Supply
6 Hickory Street
Frankford, DE 19945

Chaney Enterprises
11935 Worcester Highway
Bishopville, MD 21813

Vulcan Materials
1002 Parsons Road
Salisbury, MD 21801

River Asphalt, LLC
30548 Thorogoods Road
Dagsboro, DE 19939

PROJECT: Town of Berlin - Graham Avenue Submerged Gravel Wetlands

GOODY HILL GROUNDWORK, INC.

No.	Activity	Duration	Resource
Contract Duration		90	
1	Notice to Proceed	1	EA/TOB
2	Contract Documentation	1	GHG - Scott
3	Material Submittals	5	GHG - Amy
4	Mobilization	1	GHG
5	Demolition/Offsite Disposal	5	GHG
7	Installation of Storm Drain Structures	4	GHG
6	Installation of RCP	29	GHG
8	Water Service	4	GHG
9	Curb and Gutter	2	GHG
10	Driveway Restoration	1	GHG
11	Pavement Restoration	7	GHG
12	Punchlist	8	GHG/EA/TOB
13	Substantial Completion	1	EA/TOB

PROPOSAL BOND

KNOW ALL MEN BY THESE PRESENTS, that Goody Hill Groundwork, Inc.
(CONTRACTOR)
hereinafter called the PRINCIPAL and First Indemnity of America Insurance Company
(SURETY)
hereinafter called the SURETY, are hereby held and firmly bound unto Town of Berlin Mayor and Council, 10 William Street, Berlin, Maryland 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 GRAHAM AVENUE SUBMERGED GRAVEL WETLANDS project, Town of Berlin, 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 20th day of MAY, 2019, 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

_____ SEAL
(INDIVIDUAL PRINCIPAL)

_____ (ADDRESS) (BUSINESS ADDRESS)

_____ SEAL
(INDIVIDUAL PRINCIPAL)

_____ (ADDRESS) (BUSINESS ADDRESS)

Attest:

Goody Hill Groundwork, Inc.
(CORPORATE PRINCIPAL)

9539 Goody Hill Road, Berlin, MD 21811
(BUSINESS ADDRESS)

BY: _____ BY: _____
Affix Corporate Seal

Witness:

First Indemnity of America Insurance Company
(CORPORATE SURETY)

2740 Route 10 West, Suite 205, Morris Plains, NJ 07950
(BUSINESS ADDRESS)

BY: Katyna S. McGill BY: _____
Katyna S. McGill

Rush H. Seale
Affix Corporate Seal Rush H. Seale, Attorney-In-Fat

**FIRST INDEMNITY OF AMERICA
INSURANCE COMPANY**
2740 Route 10 West, Suite 205, Morris Plains, N.J. 07950
Telephone: (973) 402-1200

POWER OF ATTORNEY FOR BONDS AND UNDERTAKINGS

Know All Men By These Presents: That First Indemnity of America Insurance Company, a Corporation of the State of New Jersey does hereby appoint: Arthur H. Jones, Catherine E. Warren, Jaime Lynn George-Perando, Rush H. Seale, its true and lawful Attorneys-in-Fact: to make, execute, sign, acknowledge, affix the Company Seal to, deliver any and all surety bonds, undertakings, recognizances, and other contracts of indemnity and writings obligatory in the nature of a bond, for and on behalf of said Company and as an act and deed of said Company, NOT TO EXCEED SEVEN HUNDRED FIFTY THOUSAND DOLLARS FOR ANY BOND OR CONTRACT PRICE.

IN WITNESS WHEREOF, First Indemnity of America Insurance Company of the State of New Jersey has executed these presents this 20th day of March, 2012.



Patrick J. Lynch

Patrick J. Lynch, President

STATE OF NEW JERSEY)
COUNTY OF MORRIS) ss:

On this 20th day of March, 2012, before me came the above named officer of First Indemnity of America Insurance Company of New Jersey, to me personally known to be the individual and officer described herein, and acknowledge that he executed the foregoing instrument and affixed the seal of said corporation thereto by authority of this office.



Kathleen Fochesto
KATHLEEN FOCHESTO
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 3/16/2020

CERTIFICATE

Excerpts of Resolutions (Article V, Paragraph 5, of the By-Laws of said Company) adopted by the Board of Directors of the First Indemnity of America Insurance Company of the State of New Jersey, March 20, 2012.

RESOLVED, that the President, or any one of the Vice Presidents specially authorized to do so by the Board of Directors, or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Attorneys-in-Fact as the business of the company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertakings, recognizances, stipulations, policies, contracts, agreements, deeds, and release and assignment of judgments, decrees, mortgages and instruments in the nature of mortgages, and also all other instruments and documents which the business of the Company may require and to affix the Seal of the Company thereto.

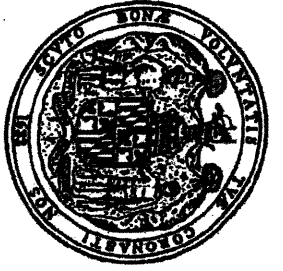
RESOLVED, that the signatures and attestations of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating to the Power of Attorney by facsimile and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond, undertaking, recognizances or other contract of indemnity of writing obligatory in the nature thereof.

I, Jane E. Lynch, Secretary of First Indemnity of America Insurance Company of New Jersey, do hereby certify that the foregoing excerpts of the Resolution adopted by the Board of Directors of the Corporation and the Powers of Attorney issued pursuant thereto, are true and correct and that both the Resolution and the Powers of Attorney are in full force and effect.

IN WITNESS WHEREOF, I have herewith set my hand and affixed the seal of said Corporation this 20th day of MAY, 2019.



Jane E. Lynch
Jane E. Lynch, Secretary



MARYLAND INSURANCE ADMINISTRATION

CERTIFICATE OF AUTHORITY

No. 000816

The below named insurer has authority to transact, within this State until the 30th day of June next, unless said authority is revoked prior to said day in accordance with law, the kinds of insurance set forth below and specifically designated by code letters. Code letters are detailed on reverse side.

S

EFFECTIVE DATE		
MO	DAY	YR.
07	01	2018

First Indemnity of America Insurance Company
2740 State Rte. 10
Suite 205
Morris Plains, NJ 07950 USA

Insurance Commissioner

KINDS OF INSURANCE AUTHORIZED TO BE WRITTEN UNDER THE MARYLAND INSURANCE ARTICLE

- A – Variable Annuities – Sections 1-101(d)(e), 16-601, 16-602, 16-603
- C – Casualty (not including Vehicle Liability, Mortgage Guaranty & Workers Compensation) – Section 1-101(f)
- D – Dental Plan Organization – Sections 14-401, 14-405, 14-407
- F – Fraternal – Section 8-423, 8-424, 8-427
- G – Mortgage Guaranty – Section 1-101(f)
- H – Health – Section 1-101(p)
- L – Life, including Annuities and Health (except Variable Life & Variable Annuities) – Sections 1-101(d)(e), 1-101(p), 1-101(x)
- M – Marine, Wet Marine & Transportation – Sections 1-101(z), 1-101(ss)
- N – Non-Profit Health Service Plan – Section 14-101, 14-110, 14-111
- P – Property and Marine (excluding Wet Marine and Transportation) – Section 1-101(gg)
- R – Variable Life – Sections 16-601, 16-602
- S – Surety – Section 1-101(oo)
- T – Title – Section 1-101(qq)
- V – Vehicle Liability – Sections 1-101(i), 19-101, 19-502, 19-503, 19-504
- W – Workers' Compensation – Sections 1-101(i), 19-101, 19-402
- X – Medical Mutual – Sections 24-203, 24-206
- Y – Legal Mutual – Sections 24-103, 24-106

BID FORM

**PROJECT IDENTIFICATION: STORMWATER MANAGEMENT UPGRADES
CONTRACT NO. 2019-01
GRAHAM AVENUE SUBMERGED
GRAVEL WETLANDS**

THIS BID IS SUBMITTED TO: Town of Berlin – Town Council, Owner

ADDRESS: 10 William Street
Berlin, Maryland 21811
Attention: Laura Allen, ICMA-CM, CPFO, – Town Administrator

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 indicated 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 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 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)
<u>5/1/2019</u>	<u>Addendum # 1</u>
<u>5/6/2019</u>	<u>Addendum #2</u>
_____	_____

- b. Bidder has familiarized self 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 studied (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 paragraph 4.02 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 paragraph 4.04 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 the Owner.
4. Bidder will complete the Work within ninety (90) calendar days from receipt of the Notice to Proceed for the following price as indicated on the Bid Form.

BID FORM
TOWN OF BERLIN, MARYLAND
STORMWATER MANAGEMENT UPGRADES
GRAHAM AVENUE SUBMERGED GRAVEL WETLANDS

ITEM NO.	BASE BID ITEM DESCRIPTIONS	QTY	UNIT	COST PER UNIT (\$)	TOTAL ITEM COST (\$)
1	Mobilization, Demobilization, and Ancillary Items	1	LS	6,090	6,090
2	Furnish and Install - Driveway Restoration	2	EA	3,045	6,090
3	Furnish and Install - Town of Berlin Pavement Restoration (To Center Line of Road)	610	SY	65.80	40,138
4	Furnish and Install - Precast 14"x23" Class IV Elliptical RCP	420	LF	315.81	132,640
5	Furnish and Install - Precast Storm Drain Structures	4	EA	5,000	20,000
6	Demolition and Offsite Disposal	1	LS	28,188	28,188
7	Furnish and Install - Water Services	2	EA	4,350	8,700
8	Furnish and Install - Town of Berlin Curb and Gutter	350	LF	38.28	13,398
9	Furnish and Install - Select Fill	200	CY	41.76	8,352
Base Bid Items		TOTAL=			263,596

ITEM NO.	ADD ALTERNATE ITEM DESCRIPTIONS	QTY	UNIT	COST PER UNIT (\$)	TOTAL ITEM COST (\$)
1	Furnish and Install - Town of Berlin Pavement Restoration	490	SY	64.56	31,634
2	Furnish and Install - Fire Hydrant Relocation	1	EA	4,350	4,350
Add Alternate Bid Items		Alternate Total =			35,984
Total Bid for Base and Add Alternate Items		TOTAL=			299,580⁰⁰

Written Total Base Bid Price: TWO HUNDRED SIXTY-THREE THOUSAND,
FIVE HUNDRED NINETY SIX DOLLARS

Written Total Add Alternate Bid Price: THIRTY-FIVE THOUSAND, NINE HUNDRED
AND EIGHTY-FOUR DOLLARS

5. The following documents are attached to and made a condition of this Bid:

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:

Laura Allen, ICMA-CM, CPFO – Town Administrator

Town of Berlin
10 William Street
Berlin, Maryland
(410) 641-4144

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 May 22th, 2019

If Bidder is:

An Individual

By N/A (SEAL)
(Individual's Name)

doing business at

Business Address: N/A

N/A

Phone Number: N/A

A Partnership

By _____ N/A _____ (SEAL)
(Firm Name)

_____ N/A _____
(General Partner)

Business Address: _____ N/A _____

_____ N/A _____

Phone Number: _____ N/A _____

A Corporation

By Barkers Landing Excavation, LLC _____ (SEAL)
(Corporation Name)

Maryland _____
(State of Incorporation)

By Thomas R. Cohee _____
(Name of Person Authorized to Sign)

Pres  _____
(Title)

(Corporate Seal)



Attest Brenda Shift _____ (SEAL)
(Secretary)

Business Address: 28580 Marys Court _____

_____ Easton, MD 21601 _____

Phone Number: 410-820-6482 _____

A Joint Venture

By _____ N/A _____
(Name)

_____ N/A _____
(Address)

By _____ N/A _____
(Name)

_____ N/A _____
(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.)

**Berlin-Submerged Gravel Wetlands
List of Proposed Subcontractors**

Subcontractor/Supplier	Address	item
Concrete Pipe and Precast	7955 Dorsey Run Road, Jessup, MD 20794	Storm Drain Piping
Dover Plumbing	PO Box 342, Dover, DE 19903	Water Piping
Gillespie	PO Box 450 Chestertown, MD 21620	Storm Drain Structure
David Bramble	705 Morgnec Road, Chestertown, MD 21620	Asphalt
Vulcan Materials	879 Port St. Easton, MD 21601	Stone

The Town of Berlin
Graham Avenue Submerged Gravel Wetlands

Communications concerning this Bid shall be addressed:

Barkers Landing Excavation, LLC
Mr. Thomas R. Cohee
28580 Marys Court
Easton, MD 21601
(410) 820-6482

Laboratory to perform testing:

Hillis-Carnes
Engineering Associates
417 Maryland Ave.
Delmar, MD 21875
(410) 749-0940

**Barkers Landing Excavation
Bidder's Qualification Statement**

Project Name	Contact Info	Contract Date	Type of Work	Cost of Work
Town of Oxford Water Main Replacement & Street Reconstruction	Scott Deleaux 443-262-2863	2009-2017	Street and Water Rehab	Various to \$249,000.00
Delta Heights Water Main	Kent County Commissioners Greg Swartz 410-708-8729	5/31/2016 7/18/2017	4.5 Mile Water Main & additional 1.5 Mile water line	\$1,131,427.00
Veterans Cemetery	G&C Fab-Con Derek Giordano 908-442-0536	2/10/2017	Site Work	\$604,464.00
Salisbury CityWide	City of Salisbury William White 410-548-3190	8/20/2018	Concrete	\$697,265.85 still on going
St. Michaels Sewer Replacement & Rehabilitation	Mobile Dredging Kent Stark 301-931-0707	1/22/2019	Sewer Replacements	\$314,046.00
Town of Berlin Cedar Ave. Maple Dr. Pine St.	Darl Kolar EA Engineering	Winter/Spring 2018	Storm Water Mgmt Upgrades	\$400,000.00

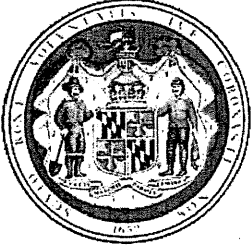
90 County

State of Maryland License

20474494

20325355

12789894



BARKERS LANDING EXCAVATION LLC
28580 MARYS COURT
EASTON MD 21601

BARKERS LANDING EXCAVATION LLC
28580 MARYS COURT
EASTON MD 21601

19

CODE	UNIT	TYPE OF LICENSE	NO OF LIC	COST
77	015	CONSTRUCTION FIRM (NOT FOR HOME IMPROVEMENT)	1	15.00

DATE OF ISSUE
MO DAY YR
04/19/2019

MONTHS PAID
12

ISSUING FEES	2.00		
TOTAL	17.00	AMOUNT PAID	17.00

THIS LICENSE MUST BE PUBLICLY DISPLAYED
AND EXPIRES ON **APRIL 30, 2020**

ISSUED BY

KATHLEEN M DUVAL, CLERK OF CIRCUIT COURT
11 NORTH WASHINGTON ST., STE 16
EASTON, MARYLAND 21601 (410)822-2611

CVO

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we Barker's Landing Excavation, LLC

28580 Marys Court Easton, MD 21601

as Principal, hereinafter called the Principal, and United States Surety Company

One Texas Station Court, Suite 230 Timonium, MD 21093

a corporation duly organized under the laws of the State of MD

as Surety, hereinafter called the Surety, are held and firmly bound unto Town of Berlin

Dept. of Water Resources, 10 William Street Berlin, MD 21811

as Obligee, hereinafter called the Obligee, in the sum of Five Percent of Amount Bid

Dollars (\$ 5%), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Town of Berlin Graham Avenue Submerged Gravel Wetlands; EA-14704.07

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 20th day of May, 2019

[Signature] (Witness)

Barker's Landing Excavation, LLC (Principal) (Seal)

By: [Signature] Pres (Title)

[Signature] Owen R. Lombardi (Witness)



United States Surety Company (Surety) (Seal)

By: [Signature] (Title)

Richard A. Montgomery, Attorney-in-fact Surety Phone No. 410-453-9522



**TOKIOMARINE
HCC**

**POWER OF ATTORNEY
AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY**

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint: **Richard A. Montgomery**

its true and lawful Attorney-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver on its behalf:

Surety Bond Number: Bid Bond Amount of Bond: See Bond Form
Principal: Barker's Landing Excavation, LLC
Obligee: Town of Berlin

This Power of Attorney shall expire without further action on September 25th, 2019. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

"Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached."

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 18th day of December, 2017.

**AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY**

State of California
County of Los Angeles SS:



By:
Dan P. Aguilar, Vice President

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

On this 18th day of December 2017, before me, Patricia Kanegawa Perez, a notary public, personally appeared Dan P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

(seal)



I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 20th day of May, 2019.

Corporate Seals



Kio Lo, Assistant Secretary

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we Barker's Landing Excavation, LLC

28580 Marys Court Easton, MD 21601

as Principal, hereinafter called the Principal, and United States Surety Company

One Texas Station Court, Suite 230 Timonium, MD 21093

a corporation duly organized under the laws of the State of MD

as Surety, hereinafter called the Surety, are held and firmly bound unto Town of Berlin

Dept. of Water Resources, 10 William Street Berlin, MD 21811

as Obligee, hereinafter called the Obligee, in the sum of Five Percent of Amount Bid

Dollars (\$ 5%),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for

Town of Berlin Graham Avenue Submerged Gravel Wetlands; EA-14704.07

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 20th day of May, 2019

Brenda Shift (Witness)

Barker's Landing Excavation, LLC (Principal) (Seal)

By: [Signature] Pres (Title)

Gwen R. Lombardi (Witness)



United States Surety Company (Surety) (Seal)

By: [Signature] (Title)

Richard A. Montgomery, Attorney-in-fact Surety Phone No. 410-453 9522



TOKIO MARINE
HCC

POWER OF ATTORNEY
AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint: **Richard A. Montgomery**

its true and lawful Attorney-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver on its behalf:

Surety Bond Number: Bid Bond Amount of Bond: See Bond Form
Principal: Barker's Landing Excavation, LLC
Obligee: Town of Berlin

This Power of Attorney shall expire without further action on September 25th, 2019. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

"Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached."

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 18th day of December, 2017.

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

State of California

County of Los Angeles SS:



By: [Signature]
Dan P. Aguilar, Vice President

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

On this 18th day of December 2017, before me, Patricia Kanegawa Perez, a notary public, personally appeared Dan P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Signature] (seal)



I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 20th day of May, 2019.

Corporate Seals



[Signature]
Kio Lo, Assistant Secretary

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we Barker's Landing Excavation, LLC

28580 Marys Court Easton, MD 21601

as Principal, hereinafter called the Principal, and United States Surety Company

One Texas Station Court, Suite 230 Timonium, MD 21093

a corporation duly organized under the laws of the State of MD

as Surety, hereinafter called the Surety, are held and firmly bound unto Town of Berlin

Dept. of Water Resources, 10 William Street Berlin, MD 21811

as Obligee, hereinafter called the Obligee, in the sum of Five Percent of Amount Bid

Dollars (\$ 5%), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for

Town of Berlin Graham Avenue Submerged Gravel Wetlands; EA-14704.07

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 20th day of May, 2019

[Signature] (Witness)

Barker's Landing Excavation, LLC (Principal) (Seal)

By: [Signature] Pres (Title)

[Signature] Gwen R. Lombardi (Witness)



United States Surety Company (Surety) (Seal)

By: [Signature] (Title)

Richard A. Montgomery, Attorney-in-fact Surety Phone No. 410-453 9522



TOKIO MARINE
HCC

POWER OF ATTORNEY
AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint: **Richard A. Montgomery**

its true and lawful Attorney-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver on its behalf:

Surety Bond Number: Bid Bond Amount of Bond: See Bond Form
Principal: Barker's Landing Excavation, LLC
Obligee: Town of Berlin

This Power of Attorney shall expire without further action on September 25th, 2019. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

"Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached."

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 18th day of December, 2017.

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

State of California

County of Los Angeles SS:



By: [Signature]
Dan P. Aguilar, Vice President

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

On this 18th day of December 2017, before me, Patricia Kanegawa Perez, a notary public, personally appeared Dan P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.
Signature [Signature] (seal)



I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 20th day of May, 2019.

Corporate Seals



[Signature]
Kio Lo, Assistant Secretary



MOTION OF THE MAYOR AND COUNCIL 2019-18

A MOTION OF THE MAYOR AND COUNCIL OF THE TOWN OF BERLIN APPROVING THE BERLIN POLICE DEPARTMENT GENERAL ORDER 400 H-2: BODY WORN CAMERA PROGRAM.

APPROVED THIS ____ DAY OF _____, 2019 BY THE MAYOR AND COUNCIL OF THE TOWN OF BERLIN, MARYLAND BY AFFIRMATIVE VOTE OF ____ TO ____ OPPOSED, WITH ____ ABSTAINING AND ____ ABSENT.

Elroy Brittingham, Sr. Vice President

Approved this ____ day of _____, 2019 by the Mayor of the Town of Berlin.

Wm. Gee Williams, III, Mayor

ATTEST: _____
Laura Allen
Town Administrator

BERLIN POLICE DEPARTMENT
BERLIN, MARYLAND

SUBJECT: BODY WORN CAMERA PROGRAM (BWC)		NO: 400 H-2
APPROVED/EFFECTIVE DATE PROPOSED	AMENDS N/A	RESCINDS N/A
DISTRIBUTION/DATE PENDING DATE	REFERENCES:	

.10 PURPOSE

The purpose of this policy is to provide guidelines for the use, management, storage, review and retrieval of audio-visual media recorded by Body Worn Cameras.

.20 POLICY

It is the policy of the Berlin Police Department to utilize Body Worn Cameras for the purpose of documenting evidence and accurately recording, through video and audio means, interactions that occur between officers and members of the public.

.30 PROCEDURES

A. Program Objectives

The Berlin Police Department has adopted the use of Body Worn Cameras to accomplish the following objectives:

1. To enhance officer safety;
2. To accurately capture statements and events during the course of an incident;
3. To enhance the officer's ability to document and review statements and actions for both internal reporting requirements and for courtroom preparation/presentation;
4. To provide an impartial measurement for self-critique and field evaluation during recruitment and new officer training; and
5. To capture visual and audio information for use in current and future investigations.

B. Issuance and Utilization

1. Patrol Units

- a. Officers whose primary duties include patrol functions in which interactions with citizens are routine and/or enforcement related activities are commonplace shall wear the Body Worn Cameras while on duty.

2. Administrative/Investigative Units

- a. Officers whose primary duties are administrative or investigative are not required to wear the Body Worn Cameras during their duties unless a camera is available, and the officer is:
 - 1. the primary road officer,
 - 2. is working a special traffic detail or
 - 3. any other operation deemed worthy of recording.

C. Officers' Responsibilities

- 1. Inspection and general maintenance of body worn camera should be the responsibility of the officer.
 - a. Body Worn cameras should be operated in accordance with the manufacturer's recommended guidelines and departmental policies.
 - b. Prior to beginning each shift, the assigned officer should perform an inspection to ensure that the Body Worn Camera is charged, lens clear of debris and operational.
 - c. Each recording by the officer should be tagged (ID number, Log number, if one available, and type of incident) prior to the end of the officer tour of duty.
 - d. At the end of each shift, the assigned officer shall dock his/her Body Worn Camera to ensure recorded video is uploaded and the Body Worn Camera is charged for the next shift.
 - e. Malfunctions, damage or theft of Body Worn Camera should be reported to a supervisor as soon as practical.

D. Supervisors' Responsibilities

- 1. Supervisors shall visually inspect that assigned officers are wearing their Body Worn Cameras, that the Body Worn Camera is properly positioned and free of debris. If the officer's Body

Worn Camera is not operational the Supervisor should provide a spare (if available) and submit the damaged unit to an administrative officer for repair.

2. Supervisors should periodically review random recordings (five per month if available) of each officer assigned to their shift for compliance and training.
3. An administrative officer shall review all criminal incidents, all incidents of use of force and all complaints against officers and make sure the proper retention period is utilized.
4. The Chief of Police or his/her designee shall be responsible for the dissemination recordings.

E. Activation of a Body Worn Camera

1. Officers shall only activate the Body Worn Camera for legitimate law enforcement purposes (which include inspection and training).
2. Officers will notify individuals that they are being recorded as soon as practicable, unless it is unsafe, impractical, or impossible to do so.
3. The Body Worn Camera shall be activated during all law enforcement related encounters and activities, such as, but not limited to the following examples;
 - a. All calls for service that are enforcement and/or investigative related.
 - b. All enforcement and/or investigative related citizen contacts.
 - c. Arrest and transports.
 - d. Traffic stops (to include, but not limited to traffic violations, stranded motorist assistance and all interdiction stops)
 - e. Vehicle and foot pursuits.
 - f. Suspicious situations.
 - g. All searches (persons, vehicles, structures, effects), except strip searches.
 - h. Interviews and interrogations.
 - i. Mental health interventions.
 - j. Any contact that becomes adversarial.
 - k. Any situation or incident that the officer, through training and experience, believes should be recorded.

4. When the Body Worn Camera is activated, officers shall continue to record until the officer has left the scene and the officer anticipates no further involvement in the event, or a supervisor has authorized that a recording may cease. An incident may be deemed "concluded when:
 - a. An arrest has been made and arrestees have been transported and secured at the Berlin Police Department or released in the custody of another agency;
 - b. All witnesses and victims have been interviewed;
 - c. The continued recording will not serve to obtain additional evidence; and
 - d. No further law enforcement action is likely to occur.

F. Prohibited Use of Body Worn Cameras

1. Body Worn Cameras shall not be used to surreptitiously record conversations.
2. Body Worn Cameras shall not be used in medical facilities or institutions, locker rooms, dressing rooms and restrooms unless recording for a legitimate active law enforcement purpose.
3. Body Worn Cameras shall not be used to record strip searches.
4. Body Worn Cameras shall not be used to record fellow officers without their knowledge and consent during administrative or non-enforcement related activities.
5. Body Worn Cameras shall not intentionally record undercover officers or confidential informants without their consent.
6. Officers will not use the Body Worn Cameras to record a person based solely on the person's race, color, age, sex, sexual orientation, gender identity, religion national origin, ethnicity, disability or any other protected class.

G. Reporting

When the Body Worn Camera is used in any criminal investigation or incident it shall be documented in the report stating that a recording was made and available.

H. Retention

The Chief of Police or his/her designee shall be responsible for

the retention schedule and the retention of recordings.

1. All recordings shall be kept for a minimum of 30 days, except for, testing and inadvertent activations which the Chief of Police or his/her designee may have removed once verified.
2. All recordings involving criminal investigations shall be kept for a minimum of (1) one year.
3. All recordings involving homicide cases, officer injury, use of force and officer misconduct complaints shall be copied from the cloud to a hardcopy (flash drive, hard drive or compact disk) as soon as practical and not deleted from the cloud until all proceedings (criminal, civil and workers compensation/ disability) have been concluded.
4. Long-term storage of recordings deemed to be of evidentiary value shall be handled consistent with the department's evidence storage protocols and retained beyond all dates of appeal of adjudicated cases and beyond any statutes of limitations of open cases. Note the States Attorney's Office should be contacted prior to the destruction of recordings pertaining to open cases.

I. Media Duplication

1. All recorded media, recorded images and audio recordings are the property of the Berlin Police Department. Dissemination outside of the agency is strictly prohibited without authorization of the Chief of Police or his/her designee.



MOTION OF THE MAYOR AND COUNCIL 2019-19

A MOTION OF THE MAYOR AND COUNCIL OF THE TOWN OF BERLIN APPROVING THE BERLIN FIRE COMPANY FISCAL YEAR 2020 CONTRACT.

APPROVED THIS ____ DAY OF _____, 2019 BY THE MAYOR AND COUNCIL OF THE TOWN OF BERLIN, MARYLAND BY AFFIRMATIVE VOTE OF ____ TO ____ OPPOSED, WITH ____ ABSTAINING AND ____ ABSENT.

Elroy Brittingham, Sr. Vice President

Approved this ____ day of _____, 2019 by the Mayor of the Town of Berlin.

Wm. Gee Williams, III, Mayor

ATTEST: _____
Laura Allen
Town Administrator

ORDINANCE 2019-04

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE TOWN OF BERLIN, MARYLAND, A MARYLAND MUNICIPAL CORPORATION, AMENDING CHAPTER 108, ARTICLE II, DIVISION 5, SUBDIVISION II, SECTION 108-165, ENTITLED "VARIANCES".

NOW THEREFORE, BE IT ENACTED that Section 108-165 shall be amended as follows:

Sec. 108-165. - Variances.

(a) Where, by reason of the exceptional narrowness, shallowness or unusual shape of a specific piece of property on the effective date of the ordinance from which this chapter is derived, or by reason of exceptional topographic conditions or other extraordinary situation or condition of such piece of property or of the use of development of property immediately adjoining the piece of property in question, the literal enforcement of the requirements of this article would involve practical difficulty or would cause unnecessary hardship, unnecessary to carry out the spirit and purpose of this chapter, the board shall have the power upon appeal in specific cases, filed as herein before provided, to authorize such variance from the terms of this chapter as will relieve such hardship, so that the spirit and purpose of this chapter shall be observed and substantial justice done. In authorizing a variance, the board may attach thereto such conditions regarding the location, character and other features of the proposed structure or use as it may deem necessary in the interest of the furtherance of the purpose of this chapter and in the public interest. In authorizing a variance, with attached conditions, the board may require such evidence and guaranty, or bond, as it may deem necessary that the conditions attached are being and will be complied with.

(b) No such variance in the provisions or requirement of this chapter shall be authorized by the board unless the board finds, ~~beyond reasonable doubt~~ BY A PREPONDERANCE OF THE EVIDENCE, that all the following facts and conditions exist:

(1) That there are exceptional or extraordinary circumstances or conditions applying to the property in question, or to the intended use of the property, that do not apply generally to other properties or classes of uses in the same zoning district.

(2) That such variance is necessary for the preservation and enjoyment of substantial property rights possessed by other properties in the same zoning district and in the same vicinity.

(3) That the authorizing of such variance will not be of substantial detriment to adjacent property and will not materially impair the purpose of this chapter or the public interest.

(c) No grant of a variance shall be authorized unless the board specifically finds that the condition or situation of the specific piece of property or the intended use of said property for which variance is sought, one or the other or in combination, is not of so general or recurrent a nature as to make reasonably practicable the formation of a general regulation for such condition or situation to be adopted by the Mayor and Council as an amendment to this chapter.

THIS ORDINANCE was introduced and read at a meeting of the Town Council held on the _____ day of _____, 2019, and thereafter a statement of the substance of the Ordinance having been published as required by law.

A PUBLIC HEARING was held and this Ordinance was adopted this ____ day of _____, 2019, by the Mayor and Council of the Town of Berlin, Maryland by affirmative vote of _____ in favor, to _____ opposed, with _____ abstaining.

Elroy Brittingham, Vice-President

Approved on this _____ day of _____, 2019 by the Mayor of the Town of Berlin and was therefore effective twenty (20) calendar days later on the ____ day of _____, 2018.

Wm. Gee Williams, Mayor

ATTEST: Laura Allen, Town Administrator



RESOLUTION 2019 - 05

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE TOWN OF BERLIN, ESTABLISHING A TAX RATE REVIEW POLICY.

Whereas, the Mayor and Council have the authority to set financial policies for the Town, and

Whereas, the Mayor and Council received public comment during the FY 2020 Budget process indicating taxes should have been increased sooner, and

Whereas, the Mayor and Council have determined it is in the best interest of the community to review the tax rate on an annual basis, and

Whereas, the Mayor and Council acknowledge the importance of establishing the tax rate before the preparation of the annual budget begins.

NOW THEREFORE, BE IT RESOLVED by the Mayor and Council of the Town of Berlin, Maryland that the following tax rate review schedule is established:

1. At or before the second meeting in January, the Mayor and Council shall review the Town's short- and long-term financial projections.
2. At or before the second meeting in February, the Mayor and Council shall set the date for the tax rate public hearing.
3. The public hearing for the tax rate shall be set and decision by the Mayor and Council made on the tax rate no later than the second meeting in March.

Approved this ____ day of _____, 2019 by the Mayor and the Town of Berlin, Maryland, by affirmative vote of _____ to _____ opposed, with _____ abstaining, and _____ absent.

Elroy Brittingham, Vice President

Approved this ____ day of _____, 2019 by the Mayor and Town of Berlin.

ATTEST:

Wm. Gee Williams, III, Mayor

Laura Allen, Town Administrator

To the town of Berlin
Water / Wastewater & Public Works,

We would like to express our deepest thanks to Meghan, Jamey, Ryan, James, Phillip, Marvin, Tommy, Chris, & Dominic for their help. On June 6 they came out to our home at 2 Grace St. as soon as we called with a sewage problem, and they spent all morning and most of the afternoon fixing it for us. They were kind, courteous, and they refused to give up until the job was done. We are so very grateful for their compassion and professionalism. Every single one of them is a credit to the department and to the town.

Sincerely,

Gail Mansell

Yvette Rode

2 Grace St.
Berlin, MD
21811