



BERLIN MAYOR AND COUNCIL

Meeting Agenda

Berlin Town Hall

10 William Street

Monday, August 26, 2019

6:30 PM EXECUTIVE SESSION – Conference Room

- a. Pursuant to Section §3-305(b)(7) – To consult with counsel to obtain legal advice on a legal matter.
- b. 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 08/12/19
 - b. Statement of Closure for Executive Session of 08/12/19
 - c. Regular Session of 08/12/19
2. Motions to Approve:
 - a. Motion 2019-24: Graham Ave. Submerged Gravel Wetland Project
 - a. Approval of agreement with Coastal Bays to provide \$54,500 in additional funding
 - b. Graham Ave. Stormwater Contract Award to Goody Hill Groundworks in the amount of \$105,000
Staff contact - Town Administrator Laura Allen
 - b. Motion 2019-25: Chesapeake Environmental Services Requisition 202000323 for the Heron Park Chemical Spill Clean Up in the amount of \$30,453.50.
Staff contact - Town Administrator Laura Allen
3. Presentation by Jean Holloway on a Water and Sewer Rate Study – Staff Contact Town Administrator Laura Allen
4. Departmental Reports
5. Town Administrator's Report
6. Comments from the Mayor
7. Comments from the Council
8. Comments from the Public
9. Comments from the Press
10. 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. *TTY users dial 7-1-1 in the State of Maryland. TTY users outside Maryland dial 1-800-735-*

2258



BERLIN MAYOR AND COUNCIL
 Meeting Minutes
 Monday, August 12, 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/ Public Works Director 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, Planning Director Dave Engelhart, 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. Regular Session of 07/22/19:

Shaun McGowan requested a correction to the minutes. He asked the Council to remove “and a disposal fee” from his statement on page three, section seven.

On the motion of Councilmember Gulyas with the correction made, the Regular Session Minutes of July 22, 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				

2. Berlin Falls Park Name Change:

a. Public Hearing regarding changing the name to Heron Park

Mayor Williams opened the Public Hearing at 7:03pm. With no comments made, he closed the hearing at 7:04pm.

b. Resolution 2019-06: Resolution approving the Berlin Falls Park Advisory Committee’s recommended name change from Berlin Falls Park to Heron Park

Committee Vice-Chair Jack Orris asked the Council to approve the committee’s recommendation to change the name of Berlin Falls Park to Heron Park.

On the motion of Councilmember Burrell, Resolution 2019-06 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>	5				

Mayor Williams thanked Mr. Orris and the committee for their time.

3. Motions to Approve:

- a. Motion 2019-20: Stormwater Priorities Update: Removal of Project Five, Tier II entitled Bottle Branch at Decatur St.

Town Administrator Laura Allen explained the reasoning for the request to remove project five from the priorities list at this time. She said they may bring back project five in the future with changes. The reasoning for trying to move quickly on this matter is to meet the deadlines to have the priorities listed in the County’s Hazard Mitigation Plan to assist with future grant possibilities. Councilmember Tyndall made a Motion to approve the change to the priorities. Resident Jim Hoppa asked if the removal of this project will affect the other projects; Ms. Allen said EA Engineering said it is compartmentalized enough that it should not affect the other projects. Resident Marie Velong expressed concerns about the order of the priorities; Mayor Williams said they can be revised if needed, but the important thing is to get them in the County plan. Ms. Allen said project one is the top priority because the Town couldn’t complete all the work needed with funding from previous grants. Project 2 is essential to reduce potential flooding issues at the Wastewater Treatment Plant; Mayor Williams agreed.

On the motion of Councilmember Tyndall acknowledging that project one is the priority project, Motion 2019-20 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>	5				

- b. Motion 2019-21: Goody Hill Requisition 202000235 for Flower Street sewer main repair in the amount of \$11,753

Water Resources Director Jamey Latchum explained the need for the repair on Flower Street. Mayor Williams asked if it would be completed before the start of school; he said it should only take one day and they hope to do it on Monday, August 19, 2019 with a rain date of Tuesday, August 20, 2019. They need to allow time for notification. Councilmember Burrell said to be sure the Berlin Fire Company is aware.

On the motion of Vice-President Brittingham, Motion 2019-21 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>	5				

- c. Motion 2019-22: Chesapeake Environmental Services Requisition 202000254 for Berlin Falls Park Chemical Spill Clean Up in the amount of \$26,940.23

Mayor Williams explained the invoice. Resident Tim Emgee asked if MDE will close its case soon; Mayor Williams said hopefully in August or September, but they are following all the necessary steps. Mr. Emgee asked if there were still residual chemicals; Mayor Williams said possibly, which is why they are keeping the park closed until they get the final report from MDE and the EPA.

On the motion of Councilmember Burrell, Motion 2019-22 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>	5				

d. Motion 2019-23: Approving the Community Parks and Playgrounds Grant Application

Administrative Services Director Mary Bohlen explained that this is an annual motion and that it is for a FY2021 grant.

On the motion of Vice-President Brittingham, Motion 2019-23 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>	5				

4. Departmental Reports:

a. Finance Director – Natalie Saleh

Ms. Saleh said the audit will take place in September. Finance is working on Public Service Commission reports and other State reports. She said the new water and sewer rates are in this bill and reminded everyone that it did not affect the electric portion of the bill.

b. Administrative Services Director – Mary Bohlen

Ms. Bohlen said the Department of Housing and Community Development will be auditing Block Grants beginning in 2012, so she has been working on that. She also said she will be working with Mr. Latchum to notify residents about the work on Flower Street.

c. Water Resources Director – Jamey Latchum

Mr. Latchum said they fixed a water leak on South Main Street and have been changing out meters that are not registering.

d. Electric Utility Director – Tim Lawrence

Mr. Lawrence said they had set up two new services at Prospect Drive. There was a garage fire in town. They lowered the primary for State Highway at the AGH Cancer Center. The relay at the tie point between the Town and Delmarva Power needs to be replaced, it is 26 years old and should be installed in the next few weeks. Lastly, they installed panels for National Night Out and removed old poles at the County Library.

e. Police Chief – Arnold Downing

Chief Downing said they have had a very busy past few weeks. It was the biggest Peach Festival turnout he has ever seen, and they had the largest participation they've seen at National Night Out. Lastly, he mentioned that the residents at the garage fire have expressed concerns about the accessibility of fire apparatuses on their street. He said they will be working on reviewing all streets in Town for accessibility and parking; they will start by reviewing the study done in 2004 and go from there. He said he will work with the Fire Company on these concerns too and bring a recommendation to the Mayor and Council.

f. Planning and Zoning Director – David Engelhart

Mr. Engelhart said notification was done for the work on Seahawk road which should begin on Thursday the 15th. 137 Flower Street's control burn is back on the schedule for September or October because the deed confusion has been resolved.

g. Economic and Community Development Director – Ivy Wells

Ms. Wells said the Farm to Table dinner was scheduled for September 12, 2019 but will be rescheduled. Gilberts Provisions was approved for a façade grant and they are still waiting on materials. They have three pending applications for façade grants and if approved, the grant will be spent. She mentioned that her and Ms. Allen spoke and have seen more parking at Stephen Decatur Park, and she will get more wayfinding signs to encourage parking there and at the church. She also mentioned that she could place temporary no parking signs on certain streets during events if they would like her to. She mentioned that she had signs made with information regarding concerns for the carriage rides. She said the Runaway Bride tours have been very successful that they will now offer two tours on Mondays. The Christmas Parade theme for 2019 will be 'Magical Melodies – Sounds of the Season'; she also mentioned that the 2020 parade will be the 50th parade in Berlin. Lastly, she announced that she will be a grandmother in February. Councilmember Tyndall asked if we can identify buildings that have received façade grant funding while they are being worked on so people do not wonder why they look that way; she said she can do that.

h. Managing/Public Works Director – Jeffrey Fleetwood

Mr. Fleetwood said new swings have been installed at Henry Park and all equipment is up to standards there, however, at Stephen Decatur Park one piece of equipment needs replaced and will be next week.

5. Town Administrator's Report – Laura Allen

Ms. Allen thanked SO Holland for his work on National Night Out and Chief Downing for his initiative with the parking issues in Town. She then asked Mr. Lawrence to explain the issues they're facing with engine two. Mr. Lawrence said it failed and needs to be replaced, they are waiting on the insurance company to determine coverage. Mr. Fleetwood said we have a \$10,000 deductible for that engine. Councilmember Tyndall asked if we would consider a Natural Gas option; Mr. Lawrence said it would not be cost effective. Vice-President Brittingham asked when it would be replaced; he said probably in about a year.

6. Comments from the Mayor:

Mayor Williams said this was the biggest Peach Festival and there were a lot of people sticking around and shopping in Town. He congratulated the Police on the largest National Night Out. Lastly, he said for the first time in a long time, all the downtown businesses are full; he thanked Economic and Community Development, volunteers, and business owners.

7. Comments from the Council:

Councilmember Tyndall said he thinks there was a misunderstanding when he asked about contracts going out to bid in FY 2021; he thinks the best start would be to compile a list of contract information:

who, how much, their performance, and when it last went out to bid, then they can decide if they want to bid it out. Ms. Allen said they can compile something, but it will take a little time, she said they are moving forward on Councilmember Burrell's recommendation on evaluating existing contracts. Ms. Allen also said in the Purchasing Policy some items are exempt from bidding; Mayor Williams said maybe a separate list of those contracts would be helpful. There was a Motion by consensus to move forward with Councilmember Tyndall's recommendation.

Vice-President Brittingham said National Night Out was great.

8. Comments from the Public:

Resident Jim Hoppa said there is a fire hydrant on the corner of Henry's Mill and Penders Court that is out of order and he is not happy with that; he asked what the Town is doing to get it fixed. Mr. Latchum said they have ordered the parts and received the wrong parts so are awaiting a new shipment; as soon as it is received, they will install it. The Berlin Fire Company is aware. Ms. Allen asked Mr. Latchum if there are other access points in an emergency situation; he said yes. Mayor Williams asked when we can expect it to be fixed; he said hopefully this week.

Resident Marie Velong asked for an update on the chemical spill; Mayor Williams said it is still ongoing and they are hoping to have the completed MDE and EPA reports by August or September. Mayor Williams said they will reopen the park when they feel it is completely safe and inspected. She asked if we know the cause; he said it is still an open investigation at this time.

Resident Jim Hoppa said there is no link to the Water Department on the Town's webpage. Town Clerk Kelsey Jensen pulled up the website and directed him on how to access the page. Ms. Saleh said he can always call Customer Service for the number as well.

9. Comments from the Press – none.

10. Adjournment:

On the motion of Councilmember Burrell, the Mayor and Council meeting was adjourned at approximately 8:05PM.

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 2019-24

A MOTION OF THE MAYOR AND COUNCIL OF THE TOWN OF BERLIN APPROVING AN AGREEMENT WITH COASTAL BAYS TO PROVIDE \$54,500 IN ADDITIONAL FUNDING TO THE GRAHAM AVENUE SUBMERGED GRAVEL WETLAND PROJECT AND TO AWARD THE CONTRACT TO GOODY HILL GROUNDWORKS INC. IN THE AMOUNT OF \$105,000.

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 *LA*
Meeting Date: August 26, 2019
Subject: Graham Avenue Submerged Gravel Wetland Contract Award

RECOMMENDATION

Staff recommends the Mayor and Council adopt a motion approving a Memorandum of Understanding (MOU) with Maryland Coastal Bays (MCB) to accept \$54,500 for the Graham Avenue Submerged Gravel Wetland project (Attachment A) and awarding the construction contract to Goody Hill Groundwork, Inc. in the amount of \$105,000 (Attachment B).

EXECUTIVE SUMMARY

The Town received an Outreach and Restoration Grant from the Chesapeake Bay Trust (CBT) 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. The stormwater utility does not have the capacity to absorb the additional cost. Maryland Coastal Bays (MCB) has funding from the Maryland Department of Natural Resources (DNR) that they would like us to use for the SGW. Accepting the funding from MCB would enable the Town to proceed with the project, which would reduce flooding in the Graham, Grice and Nelson area, currently listed as the Mayor and Council's top stormwater priority.

FISCAL IMPACT

The Mayor and Council approved \$115,000 for this project in the FY 20 Adopted Budget (\$75,000 grant and \$40,000) match. Staff identified \$5,500 of water infrastructure work which can be supported by budgeted contingency in the Water Fund.

With the additional funding from MCB, the sources of funding for this project are:

Source	Amount
CBT Grant	\$75,000
Town of Berlin – Water Utility Fund (budgeted contingency)	\$5,500
Town of Berlin – Stormwater Fund (budgeted)	\$40,000
MCB - DNR Grant	\$54,500
Total	\$175,000

Attachment C lists the estimated project costs and funding sources in detail.

ANALYSIS

Higher than expected costs created a budgetary shortfall in this project which can be addressed by approving the MOU with MCB to use the \$54,500 they have available from DNR.

Approving the MOU with MCB will enable the Town to complete the project using funds budgeted for this purpose.

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 Mayor and Council adopt a motion approving a Memorandum of Understanding (MOU) with Maryland Coastal Bays (MCB) to accept \$54,500 for the Graham Avenue Submerged Gravel Wetland project and awarding the construction contract to Goody Hill Groundwork, Inc. in the amount of \$105,000.

Attachment

- A. Memorandum of Understanding with Maryland Coastal Bays
- B. Bid Package and Letter from EA Engineering, Science and Technology
- C. Estimated project cost and funding sources

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
MARYLAND COASTAL BAYS PROGRAM
AND
TOWN OF BERLIN

ATTACHMENT A

RE: Funding Request

PURPOSE: This memorandum documents a Memorandum of Understanding ("Agreement") by and between the Maryland Coastal Bays Program (hereinafter "Program") and Town of Berlin (hereinafter "Berlin"). The purpose of this Agreement is to make funds available to Berlin to support the Graham Avenue Submerged Gravel Wetlands project (hereinafter "Work").

TERMS: The parties agree to the following terms:

I. DURATION

This Agreement takes effect as of date signed and shall continue until its completion, which shall not be later than **December 30, 2019**.

II. SOURCE AND LEVEL OF FUNDING

The Program shall reimburse the Town of Berlin with funds not to exceed \$54,500 for tasks to be performed in accordance with this Agreement. Such funds are to be used solely and exclusively for tasks performed and materials required in accordance with this Agreement.

III. SCOPE OF WORK

Berlin shall perform its responsibilities as set forth in this Agreement and shall perform and/or ensure the performance of the activities outlined in the Scope of Work, which is expressly incorporated into and made a part of this Agreement.

IV. METHOD OF PAYMENT

Costs will be paid for the project under this Agreement on a reimbursable basis. Invoices will be paid in response to receipt of a written invoice, on a quarterly basis, with documentation of payment and an itemized breakdown of all expenditures and operating costs incurred by the project during the period. Invoice schedule shall be prior to October 15, 2019 and December 31, 2019. These payments will be contingent upon receipt and approval by the Program of all deliverables due at the time the payment is to be made. The final payment will be withheld until the Program's project officer determines that the project has been completed, that all deliverables under this Agreement are received and approved, and that the final invoice for payment is received.

V. PRODUCTS AND SCHEDULE

Berlin will provide Work products and deliverables to the Program according to the schedule and requirements described in the Scope of Work. Products and deliverables submitted by Berlin will be reviewed for approval by the Program to determine that they are sufficient to meet the terms of this Agreement and the Program's reporting needs for the State of Maryland Department of Natural Resources.

VI. ASSURANCES

Berlin shall perform its responsibilities under this Agreement in such a way that will enable the Program to perform its responsibilities.

Non-Discrimination in Employment

Berlin agrees (a) not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, marital status, national origin, ancestry, or physical or mental handicap unrelated in nature and extent so as reasonably to preclude the performance of such employment; (b) to include a provision similar to that contained in subsection (a) above in any underlying subcontract except a subcontract for standard commercial supplies or raw materials; and (c) to post and to cause sub-Grantees to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.

Dispute Resolution

In the event of a dispute under this Agreement, the parties agree to each appoint an authorized representative to resolve the dispute.

Compliance with Laws

Grantee and the Program shall comply with all applicable federal laws and regulations related to the receipt of funds through the Maryland Department of Natural Resources and all applicable State of Maryland and Federal laws.

VII. AGREEMENT REPRESENTATIVES

The following individuals shall have authority to act under this agreement for their respective parties:

Frank Piorko Maryland Coastal Bays Program 8219 Stephen Decatur Highway, Ocean City MD 21842 410-213-2297 fpiorco@mdcoastalbays.org	Ms. Laura Allen Town Administrator Town of Berlin 10 William Street, Berlin, Maryland 21811 410-641-4144 lallen@berlinmd.gov
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These representatives shall have authority to render any decision or take any action under this Agreement. Service of any notice required by the Agreement shall be complete upon mailing of such notice, postage prepaid, to the appropriate representative at the address indicated above.

VIII. CONTRACTOR STATUS AND SUBCONTRACTING

Berlin shall be responsible for providing all supplies and materials necessary for the performance of all work under this Agreement. Berlin is not an agent of the Program and cannot commit the Program to any expenditure of funds, nor enter into any contractual obligation on behalf of the Program.

Berlin may subcontract any portion of the grant with notice thereof to the Program. Any sub-Grantee(s) shall, and Berlin shall require that any sub-Grantee(s) shall, provide to the Program upon request copies of any invoices, records, timesheets, work logs, contracts, or any other documents or information needed for the Program to comply with State or federal reporting and audit requirements. Consent to subcontract, assign, or otherwise dispose of any portion of the Agreement shall not be construed to relieve Berlin of any responsibility for fulfilling all the requirements of this Agreement.

All sub-Grantees retained by Berlin during performance of this Agreement shall indemnify and save harmless and defend the State of Maryland, the Program, Berlin, and all their respective representatives from all suits, actions, or claims of any character, brought because any injuries or damage sustained by any person or property in consequence of any work performed under this Agreement, either by Berlin or the Program, or any sub-Grantee, or their respective employees, agents, or representatives. This responsibility is not to be deemed as a waiver of any immunity, which may exist in any action against the Program or Berlin.

IX. AMENDMENTS

This Agreement may only be amended in writing by mutual consent of both parties.

X. WARRANTY

Berlin agrees to perform all work under this Agreement continuously and diligently, and to meet all milestones and provide all deliverables referenced above. Berlin shall be responsible for the supervision, inspection, technical accuracy, and coordination of all data and work pursuant to this Agreement and shall produce in a timely manner to the Program's satisfaction a product meeting professional standard of quality and methodology. Berlin shall not be responsible for any delay in performance caused by events beyond its control including labor strikes, fires, or natural disasters.

XI. RETENTION OF RECORDS – AUDIT

The Program shall have the right, at any time during usual business hours, to examine and audit records of Berlin, which the Program deems necessary or advisable in order to verify invoices submitted pursuant to this Agreement. This audit may be conducted in person or through a request that the records be forwarded to the Program for verification. Berlin and its Grantee(s) or sub-Grantee(s) shall retain and maintain all records and documents relating to the services performed under this Agreement, for a minimum period of five years after the Program conducts close out of the grant.

XII. LIABILITY FOR THIRD PARTY CLAIMS

(a) Berlin is and will be acting as an independent Grantee in the performance of its work and other obligations under this Agreement. The Program has no obligation for the payment of any judgments or the settlement of any claims made against Berlin, its employees, agents, or sub-Grantees, if any, as a result of or relating to Berlin's work and other obligations under this Agreement.

(b) The Program has no obligation to provide legal counselor legal defense to the Grantee, its employees, agents, or sub-Grantees, if any, in the event that a suit, claim, or action of any character is brought by any persons not party to this Agreement as a result of or relating to Berlin's work and other obligations under this Agreement.

(c) Berlin shall immediately give notice to the Program of any claim or suit made or filed against Berlin, its employees, agents, or sub-Grantees, if any, regarding any matter resulting from or relating to Berlin's work and other obligations under this Agreement.

(d) Berlin shall cooperate, assist and consult with the Program in the defense or investigation of any claim, suit, or action made or filed against the Program as a result of or relating to Berlin's work or other obligations under this Agreement.

XIII. TERMINATION

(a) This Agreement may be terminated at any time by mutual agreement or by either party giving ninety (90) days-notice in writing to the other party. Termination of this Agreement by Berlin prior to the completion of the project shall result in the immediate remittance of funds to the Program for the uncompleted portion of the project.

(b) Notwithstanding the provisions of XIII the Program reserves the right to terminate this agreement at any time if funding is unavailable.

XIV. EFFECTIVE DATE

It is understood and agreed by the parties that this Agreement and any modification thereof shall not become effective or enforceable until the date it is executed by the Program.

XV. COMPLIANCE WITH LAWS

Berlin shall observe and comply with all federal, State, and local laws and ordinances that affect the work to be performed under this Agreement, the persons employed or engaged in connection therewith, or any material or equipment used. Berlin shall procure and bear the expense of all necessary licenses, permits, and insurance.

XVI. SEVERABILITY

It is understood and agreed by the parties hereto that, if any of these provisions shall contravene, or be invalid under, the laws of the particular state, county, or jurisdiction where used, such contravention or invalidity shall not invalidate the Agreement, but the Agreement shall be construed as if not containing the particular provision or provisions held to be invalid in the particular state, county, or jurisdiction, and the rights and obligations of the parties shall be construed and enforced accordingly.

XVII. ENFORCEMENT

The failure of the Program to enforce at any time the provisions of this Agreement, or to exercise any option which is herein provided, or to require at any time performance by Berlin of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions, nor in any way to affect the validity of this Agreement or any part thereof, or the right of Program to enforce each and every such provision.

XIII. MERGER

The Agreement embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations referring to the subject matter, other than those contained herein or incorporated herein by reference.

XIX. MARYLAND LAW

Maryland Law governs this agreement.

XX. NO THIRD-PARTY BENEFICIARIES

Nothing in this Agreement shall be construed to: a) provide a benefit to any third party; (b) operate in any way as a promise, covenant, warranty or other assurance to any third party; or (c) create any obligation to any third party.

IN WITNESS WHEREOF, the parties have executed this Agreement by causing the same to be signed as of the day and year first set forth above.

MARYLAND COASTAL BAYS PROGRAM

By _____ Date / /

Print Name _____

TOWN OF BERLIN

By _____ Date / /

Print Name _____

Graham Avenue Submerged Gravel Wetland Project Scope of Work (SOW)

Maryland Coastal Bays Program (MCBP) and Town of Berlin (Town)

The Town of Berlin, Maryland has sought to construct the Graham Avenue Submerged Gravel Wetland Project through a variety of funding sources. The project is located on existing Town of Berlin property within the headwaters of one of the worst flooding areas within the Town. Therefore, the project had been selected for the installation of a submerged gravel wetland facility for water quality and additional surface storage to provide water quality benefits.

The objectives of the Town's project are to improve water quality and reduce localized flooding. The project resides on an existing Town owned parcel, prior utilized as an electrical substation, which has been underutilized for years. The parcel resides within the headwaters of Hudson Branch, one of the worst flooding areas within the Town, and ultimately flows to Trappe Creek and Newport Bay in Chincoteague Bay. It has been selected for the installation of a submerged gravel wetlands facility for water quality with additional surface storage to provide water quantity management. Construction can start anytime with permits acquired and a contractor identified through an approved formal bid process. Construction was to be funded by a grant from Chesapeake Bay Trust along with Town funds, but the lowest bid was greater than available funds.

The MCBP has agreed to provide the Town the sum not to exceed \$54,500 through an existing water quality grant from Maryland Department of Natural Resources for a portion of the total construction cost estimated to be \$175,000. All funds are to be paid on a reimbursable basis as per the Memorandum of Agreement between the Town and MCBP.

The following costs will be reimbursed by MCBP to the Town upon successful completion of the agreed upon services and construction.

Aggregate Stone and Miscellaneous Materials	\$26,500
Excavation Equipment Rental	\$ 7,000
Trucking Costs	\$11,000
Construction Management and Inspection	\$10,000
Subtotal (Not to Exceed)	\$54,500

SOW _____



EA Engineering, Science,
and Technology, Inc., PBC

11200

ATTACHMENT B

Ocean Pines, MD 21811
Telephone: 410-641-5341
Fax: 410-641-5349
www.eaest.com

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 black ink, appearing to read 'D. Kolar', is positioned below the typed name. The signature is fluid and cursive, with a large initial 'D' and a long, sweeping tail.

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

This email may contain confidential or proprietary information belonging to the sender that is legally privileged under local, state or federal law. This information is intended only for the use of the individual or individuals who have received this. The authorized recipient of this information is prohibited from disclosing this information to any other party unless required to do so by law. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution, or action taken in reliance on the contents of this email is strictly prohibited. If you have received this email in error, please notify the sender immediately to arrange for the disposal of this information.

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	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	\$ 6,090.00	\$ 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 GUTTER	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			Average	
	ADD ALTERNATE BID									
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	\$ 35,984.40	\$ 28,059.70	
	TOTAL BID				\$ 157,000.00	Total:	\$ 299,580.60	\$ 299,580.60	\$ 228,290.30	

- 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:

A

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)

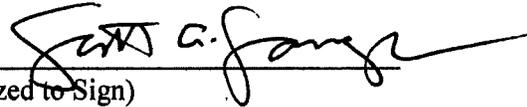
Business Address: _____

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	TYPR 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		
07	01	2018
MO	DAY	YR.

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(f), 19-101, 19-502, 19-503, 19-504
- W – Workers' Compensation – Sections 1-101(f), 19-101, 19-402
- X – Medical Mutual – Sections 24-203, 24-206
- Y – Legal Mutual – Sections 24-103, 24-106

Barker

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>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 20th, 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 Morgnac 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 DUVALL, 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

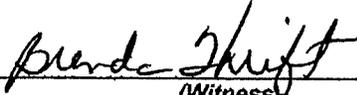
Dollars (\$ 5%),
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for

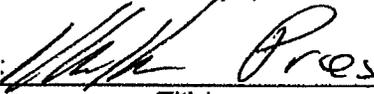
Town of Berlin Graham Avenue Submerged Gravel Wetlands; EA-14704.07

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


Brenda Skiff
(Witness)

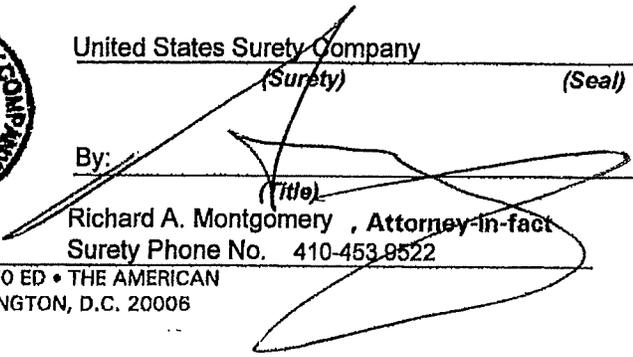
Barker's Landing Excavation, LLC
(Principal) (Seal)

By: 
(Title)


Owen R. Lombardi (Witness)



United States Surety Company
(Surety) (Seal)

By: 
(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 cancelling 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

Brenda Shift (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."

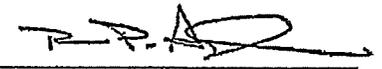
IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 18th day of December, 2017.

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: 
Dan P. Aguilar, Vice President

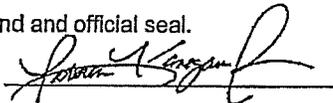
A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

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

HCCSPOACONSOLEBONDSF2017.12

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: Bld 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

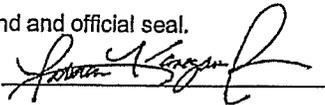
A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

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)

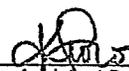


I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still 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

**ESTIMATED PROJECT COST AND FUNDING SOURCES
STORMWATER MANAGEMENT UPGRADES**

Graham Ave. Submerged Gravel Wetlands

TOWN OF BERLIN, MARYLAND

JULY 2019

ITEM	BASE BID	COST
CONTRACTOR SERVICES - SWM PIPING AND INLETS		
1	MOBILIZATION, DEMOBILIZATION, AND ANCILLARY ITEMS	\$ 12,250.00
2	FURNISH AND INSTALL - DRIVEWAY RESTORATION	\$ 3,300.00
3	FURNISH AND INSTALL - TOWN OF BERLIN PAVEMENT RESTORATION (TO CENTERLINE OF ROAD)	\$ 9,500.00
4	FURNISH AND INSTALL - PRECAST 14"X23" CLASS IV ELLIPTICAL RCP	\$ 27,465.00
5	FURNISH AND INSTALL - PRECAST STORM DRAIN STRUCUTRES	\$ 18,960.00
6	DEMOLITION AND OFFSITE DISPOSAL	\$ 12,050.00
7	FURNISH AND INSTALL - WATER SERVICES	\$ 5,500.00
8	FURNISH AND INSTALL - TOWN OF BERLIN CURB AND GUTTER	\$ 9,975.00
9	FURNISH AND INSTALL - SELECT FILL	\$ 6,000.00
	SUBTOTAL	\$ 105,000.00
TOWN OF BERLIN SERVICES -SGW CONSTRUCTION		
10	MARYLAND COASTAL BAYS - Landscapping and Community Outreach	\$ 12,500.00
11	AGGREGATE STONE AND MISC MATERIALS	\$ 26,500.00
12	EXCAVATION EQUIPMENT RENTAL	\$ 7,000.00
13	TRUCKING	\$ 11,000.00
14	CONSTRUCTION MANAGEMENT AND INSPECTION	\$ 10,000.00
15	CONTINGENCY	\$ 3,000.00
	SUBTOTAL	\$ 70,000.00
	TOTAL COST (A)	\$ 175,000.00
FUNDING SOURCES		
16	CBT GRANT REIMBURSEMENT	\$ 75,000.00
17	TOWN OF BERLIN - WATER UTILITY FUND	\$ 5,500.00
18	TOWN OF BERLIN - SWM UTILITY FUND	\$ 40,000.00
19	DNR GRANT Through MCBP	\$ 54,500.00
	TOTAL FUNDING (B)	\$ 175,000.00
	BALANCE (A - B)	\$ -



MOTION OF THE MAYOR AND COUNCIL 2019-25

A MOTION OF THE MAYOR AND COUNCIL OF THE TOWN OF BERLIN APPROVING REQUISITION 202000323 TO CHESAPEAKE ENVIRONMENTAL SERVCIES, LLC FOR CLEAN UP SERVICES REQUIRED FOR THE HERON PARK CHEMICAL SPILL FOR A TOTAL AMOUNT OF \$30,453.50.

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

Name: CHESAPEAKE ENVIRONMENTAL SER... P O BOX 8040
 Number: 0002756 SAUSBURY, MD 21802-
 Set: 01 USA
 Status: No Path Found

[Change Business Address](#)

Commodity: GOODS - GOODS Load Commodity Defaults

Item Description: EQUIPMENT AND LABOR

Administrative Dept - Town of

Vendor: 0002756 - CHESAPEAKE ENVIRONMENTAL

Ordered: 1.000000 Price: 29,963,000.00

Shipping: 0.00

Sales Tax: 0.00

Total Item: \$29,963.00

Trade Discount: \$0.00

Account: 0151005255 - 01-5100-5255 - CAPT View Budget

Project Account: Split Distribution

Special Instructions: Need By Date

Sequence	Commodity Co	Item Description	Vendor	Transferred F	Is Taxed	Units	Price	Amount	Shipping	Tax	Total	Needed By	SI
1	GOODS	EQUIPMENT AND L	CHESAPEAKE ENVI		<input type="checkbox"/>	1.00	490.50	490.50	0.00	0.00	490.50		Adi
2	GOODS	EQUIPMENT AND L	CHESAPEAKE ENVI		<input type="checkbox"/>	1.00	29,963	29,963.00	0.00	0.00	29,963.00		Ad

\$30,453.50 \$0.00 \$0.00 \$30,453.50

Automatically Add Rows

202000323

Chesapeake Environmental Services, LLC
29631 Foskey Lane
Delmar, MD 21875



Phone: 410-742-2718
Fax: 410-742-2838

Invoice # 9747B

8/12/2019

5255
01-5100-~~05/21~~

Billing Address:

Town of Berlin
10 William St
Berlin, Maryland 21811

Job Location:

Berlin Falls Park
10009 Old Ocean City Blvd
Berlin, MD 21811

P.O. Number	Authorized By	Date Completed	Job Number	Terms	
	Laura Allen	8/2/2019	9747	Net 30	
Description			Qty	Rate	Amount
August 2, 2019: Job Duration: 6:15am to 10:45am. Provide equipment and labor to pick up all three Poly Storage Tanks and bring back to the Connelly Mill Facility.					
Unit #2118 - Utility Pick-up Truck			4.5	25.00	112.50
Environmental Technician / James Kessler - Regular Hours			4.5	42.00	189.00
Environmental Technician / James Maddox - Regular Hours			4.5	42.00	189.00
David Banks - 443-497-2704 Cell Phone. FEIN 27-2021018			Total		\$490.50

***** Please mail payments to: P. O. Box 8040 Salisbury, MD 21802 *****

Chesapeake Environmental
Services, LLC
29631 Foskey Lane
Delmar, MD 21875



Invoice # 9786B
8/12/2019

Phone: 410-742-2718
Fax: 410-742-2838

Billing Address:

Town of Berlin
10 William St
Berlin, Maryland 21811

Job Location:

Berlin Falls Park
10009 Old Ocean City Blvd
Berlin, MD 21811

P.O. Number	Authorized By	Date Completed	Job Number	Terms	
	Laura Allen	8/9/2019	Multiple	Net 30	
Description			Qty	Rate	Amount
August 5, 2019: Provide equipment and labor to transport soil contaminated with caustic to the landfill for disposal.					
Unit #2120 - Roll-Off Truck			10	125.00	1,250.00
Unit #129 - Roll-Off Tractor Trailer			10	125.00	1,250.00
Equipment Operator / Reginald Wright - Regular Hours			8	47.00	376.00
Equipment Operator/ Reginald Wright - Overtime Hours			2	70.50	141.00
Equipment Operator / Mark Comolli - Regular Hours			8	47.00	376.00
Equipment Operator / Mark Comolli - Overtime Hours			2	70.50	141.00
Disposal at Republic - per ton			18.98	95.00	1,803.10
August 6, 2019: Provide equipment and labor to transport soil contaminated with caustic to the landfill for disposal.					
Unit #2120 - Roll-Off Truck			10	125.00	1,250.00
Unit #129 - Roll-Off Tractor Trailer			10	125.00	1,250.00
Equipment Operator / Reginald Wright - Regular Hours			8	47.00	376.00
Equipment Operator/ Reginald Wright - Overtime Hours			2	70.50	141.00
Equipment Operator / Mark Comolli - Regular Hours			8	47.00	376.00
Equipment Operator / Mark Comolli - Overtime Hours			2	70.50	141.00
Disposal at Republic - per ton			28.69	95.00	2,725.55
David Banks - 443-497-2704 Cell Phone. FEIN 27-2021018			Total		

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Chesapeake Environmental
 Services, LLC
 29631 Foskey Lane
 Delmar, MD 21875



Phone: 410-742-2718
 Fax: 410-742-2838

Invoice # 9786B
 8/12/2019

Billing Address:

Town of Berlin
 10 William St
 Berlin, Maryland 21811

Job Location:

Berlin Falls Park
 10009 Old Ocean City Blvd
 Berlin, MD 21811

P.O. Number	Authorized By	Date Completed	Job Number	Terms	
	Laura Allen	8/9/2019	Multiple	Net 30	
Description			Qty	Rate	Amount
August 7, 2019: Provide equipment and labor to transport soil contaminated with caustic to the landfill for disposal.					
Unit #2120 - Roll-Off Truck			10	125.00	1,250.00
Unit #129 - Roll-Off Tractor Trailer			10	125.00	1,250.00
Equipment Operator / Reginald Wright - Regular Hours			8	47.00	376.00
Equipment Operator/ Reginald Wright - Overtime Hours			2	70.50	141.00
Equipment Operator / Mark Comolli - Regular Hours			8	47.00	376.00
Equipment Operator / Mark Comolli - Overtime Hours			2	70.50	141.00
Disposal at Republic - per ton			29.2	95.00	2,774.00
August 8, 2019: Provide equipment and labor to transport soil contaminated with caustic to the landfill for disposal.					
Unit #2120 - Roll-Off Truck			10	125.00	1,250.00
Unit #129 - Roll-Off Tractor Trailer			10	125.00	1,250.00
Equipment Operator / Reginald Wright - Regular Hours			8	47.00	376.00
Equipment Operator/ Reginald Wright - Overtime Hours			2	70.50	141.00
Equipment Operator / Mark Comolli - Regular Hours			8	47.00	376.00
Equipment Operator / Mark Comolli - Overtime Hours			2	70.50	141.00
Disposal at Republic - per ton			26.86	95.00	2,551.70
David Banks - 443-497-2704 Cell Phone. FEIN 27-2021018			Total		

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Chesapeake Environmental
 Services, LLC
 29631 Foskey Lane
 Delmar, MD 21875



Invoice # 9786B
 8/12/2019

Phone: 410-742-2718
 Fax: 410-742-2838

Billing Address:

Town of Berlin
 10 William St
 Berlin, Maryland 21811

Job Location:

Berlin Falls Park
 10009 Old Ocean City Blvd
 Berlin, MD 21811

P.O. Number	Authorized By	Date Completed	Job Number	Terms	
	Laura Allen	8/9/2019	Multiple	Net 30	
Description			Qty	Rate	Amount
August 9, 2019: Provide equipment and labor to transport soil contaminated with caustic to the landfill for disposal.					
Unit #2120 - Roll-Off Truck			10	125.00	1,250.00
Unit #129 - Roll-Off Tractor Trailer			10	125.00	1,250.00
Equipment Operator / Reginald Wright - Regular Hours			8	47.00	376.00
Equipment Operator/ Reginald Wright - Overtime Hours			2	70.50	141.00
Equipment Operator / Mark Comolli - Regular Hours			8	47.00	376.00
Equipment Operator / Mark Comolli - Overtime Hours			2	70.50	141.00
Disposal at Republic - per ton			25.67	95.00	2,438.65
David Banks - 443-497-2704 Cell Phone. FEIN 27-2021018			Total		\$29,963.00

***** Please mail payments to: P. O. Box 8040 Salisbury, MD 21802 *****

Presentation by Jean Holloway on a Water and Sewer Rate Study

- Staff Contact Town Administrator Laura
Allen