



**BERLIN MAYOR AND COUNCIL  
Meeting Agenda**

**Berlin Town Hall  
10 William Street  
Monday, March 26, 2018**

**7:00 PM           REGULAR SESSION – Council Chambers**

1. Approval of the Minutes for:
  - a. Executive Session of 03/12/18
  - b. Statement of Closure for Executive Session of 03/12/18
  - c. Regular Session of 03/12/18
  
2. Sewer Billing Credit – Christine Anderson
  
3. Motions to Approve:
  - a. Motion 2018-07: Motion Approving the Electric Service Agreement between The Town of Berlin and SonRise Church  
Staff Contact: Town Administrator Laura Allen
  
  - b. Motion 2018-08: Motion Approving the Mayor’s Appointee Recommendations for the Boards and Commission Members  
Staff Contact: Town Administrator Laura Allen
  
  - c. Motion 2018-09: Motion Approving the Public Safety Mutual Aid Agreement  
Staff Contact: Town Administrator Laura Allen and Police Chief Arnold Downing
  
  - d. Motion 2018-10: Approval of the FY19 Program Open Space Annual Development Project  
Staff Contact: Administrative Services Director Mary Bohlen
  
4. Recommendation of Award – Gay Street Watermain Improvements – Josh Taylor, P.E., Davis, Bowen & Friedel, Inc.  
Staff Contact: Town Administrator Laura Allen
  
5. Departmental Reports:
  - a. Finance Director – Natalie Saleh
  - b. Administrative Services Director – Mary Bohlen
  - c. Water Resources/Public Works – Jane Kreiter
  - d. Electric – Tim Lawrence
  - e. Chief – Arnold Downing
  - f. Planning – Dave Engelhart

g. Managing Director – Jeff Fleetwood

6. Town Administrator's Report
7. Comments from the Mayor
8. Comments from the Council
9. Comments from the Public
10. Comments from the Press
11. Adjournment

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

*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, March 12, 2018**

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

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

**Staff Present:** Town Administrator Laura Allen, Managing Director Jeff Fleetwood, Administrative Services Director Mary Bohlen, Finance Director Natalie Saleh, Police Chief Arnold Downing, Electric Utility Director Tim Lawrence, Planning Director Dave Engelhart, Town Attorney David Gaskill, and Town Clerk Kelsey Jensen.

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

1. Approval of the Minutes for:

a. Executive Session of 02/26/18:

On the motion of Councilmember Gulyas, the Executive Session minutes of February 26, 2018 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>	4		1		

b. Statement of Closure for Executive Session of 02/26/18:

Mayor Williams read the Statement of Closure.

c. Regular Session of 02/26/18:

Councilmember Gulyas noted one change on page four number nine, the last sentence of the first paragraph should read “he wanted to ask if our priorities are correct” instead of “he was ask if our priorities are correct”.

On the motion of Councilmember Gulyas, the Regular Session Minutes of February 26, 2018 with the corrections mentioned 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>	4		1		

2. Presentation – Arts and Entertainment Updates – Secretary Stephanie Fowler and Vice-President Robin Tomaselli

Ms. Fowler presented A&E information from 2017. Ms. Tomaselli presented plans for 2018. Councilmember Tyndall expressed his interest in the planter boxes; Ms. Tomaselli said she also liked them and felt they were safer for pedestrians, but other businesses prefer their sandwich boards. Mayor Williams stated that eventually the other businesses in town may see the benefits of the planter boxes over the sandwich boards.

3. Berlin Heritage Foundation Events – Committee Member Carol Rose

- a. One Day Alcohol Permit for Afternoon on the Lawn – June 10<sup>th</sup>
- b. Request to serve alcohol at the Business After Hours – April 26<sup>th</sup>

Ms. Rose presented information about both events and requested permission to serve alcohol at the events.

On the motion of Vice-President Brittingham, permission to serve alcohol for both events was approved by the following vote:

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

Councilmember Gulyas stated that he supports the organization, but not the alcohol aspect.

4. Presentation – Hope 4 Recovery Inc. request for support of group home.

Executive Director Patrice Hamilton-Ottey, President Sarah Hooper, and Vice-President Tracy Simpson presented information on behalf of Hope 4 Recovery. Councilmember Tyndall asked if this was an all-male home; Ms. Ottey said it was. The City of Salisbury’s Housing and Homelessness Manager Theo Williams presented information on how the house came to be in Salisbury. Councilmember Tyndall mentioned that he attended a workshop that Mr. Williams did through MML and asked if he could do another. Bryan Zimmerman a resident of the home in Salisbury shared his experience in the home. Councilmember Burrell asked if the home in Salisbury is run by the organization or Ms. Ottey as an individual; Ms. Ottey said she runs that home on her own, but the Berlin home would be run by Hope 4 Recovery. Councilmember Burrell also asked how many board members lived in Berlin; she stated four. Councilmember Gulyas asked if they had the support of the Board of Education (BOE); Ms. Ottey said she does verbally, but their only concern is during arrival and dismissal, but she would make a house rule that they cannot go outside during that time. They will be giving the same presentation to the BOE on March 20<sup>th</sup> and will hopefully have their support in writing. Vice-President Brittingham expressed concerns about the number of vehicles on the property; Ms. Ottey said they are taking out the shed and pool which will create parking in the backyard. Vice-President Brittingham asked if the property backs up to the school; Ms. Ottey said there is a vacant lot for sale in between the two.

Mayor Williams stated that the decision would be up to the Board of Appeals (BZA), and they would need to present the information to them, but strongly suggested Hope 4 Recovery get a letter of support from the BOE for their meeting with the BZA. Ms. Hooper requested that the Council waive the BZA application fee of \$325. Councilmember Burrell asked if their non-profit status is pending and they stated it was, they submitted it back in November and are waiting to hear back. Town Administrator Laura Allen asked if there would be any issue with waiving the fee without notice; Town Attorney David Gaskill said there would not. Councilmember’s Tyndall and

Purnell said they would prefer they pay the fee and request reimbursement once they are a certified non-profit. Councilmember Burrell asked if there were any community members or neighbors that would like to address the Council on this matter. Citizen Carol Rose asked if neighbors were even notified; Ms. Ottey said not yet. Ms. Simpson said it was their intention to do that closer to the BZA meeting. Planning and Zoning Director David Engelhart stated that they will post the property once it comes before BZA, but it will need to run in the papers twice and the deadline is approaching if they want to be on the April 4<sup>th</sup> agenda. Mayor Williams suggests they speak with the neighbors soon to show good faith and keep the community involved. Councilmember's Purnell and Tyndall, and Vice-President Brittingham stated that they support the program but want to hear from the residents and the BOE. Mayor Williams stated that he thinks support is unanimous, but it is ultimately up to BZA. He suggested they not rush through the process and take time to do things the proper way.

5. Departmental Reports:

a. Finance Director – Natalie Saleh

Ms. Saleh reported that she and Ms. Allen will be attending a conference in Chicago on Monday and Tuesday to assist in developing a pilot program for financial sustainability. She stated that April 16<sup>th</sup> will be the first budget workshop and until then she will continue to work on the budget and meet with departments. They are also working on net metering for solar power.

b. Administrative Services Director – Mary Bohlen

Ms. Bohlen stated that the preconstruction meeting for the tennis courts was last week. The notice to proceed will be issued on March 19<sup>th</sup> and the contract completion date is June 17<sup>th</sup>.

c. Electric Utility Director – Tim Lawrence

Mr. Lawrence reported that there was an outage on March 2<sup>nd</sup> due to trees on the power lines by the ice plant, and they had everyone back on within two hours. They topped all the trees in that area to prevent that from occurring again. On Germantown Road a house was demolished, and they removed the service and meter. On 115 Flower they replaced and relocated the service. Pulte Homes has decided to pay for lights to be installed on Schooner Lane and Intrepid Lane. The Electric Department removed trees at the tennis courts. Councilmember Burrell asked for a map of the circuits in town for outages; Mr. Lawrence will send it out. He then reported that he'd eventually like to install a second substation at Berlin Falls Park, but it is costly and complicated.

Vice-President Brittingham asked if the light on the tower has been addressed. Town Administrator Laura Allen stated that the County gave her contact information and they individual has not called back, so she will have Town Attorney David Gaskill intervene. The company that will not call back is American Tower- Erin Rumley 781-926-4583.

d. Planning and Zoning Director – David Engelhart

Mr. Engelhart attended the Walkshop today and said they will be giving recommendations and feedback on the program.

e. Police Chief – Arnold Downing

Chief Downing has been in contact with the BOE and AGH regarding safety concerns and will continue to work with them. They will perform threat assessments for the organizations. He has also provided active shooter training to local churches.

f. Managing Director – Jeffrey Fleetwood

Mr. Fleetwood said during the storm on March 2<sup>nd</sup> there was damage to the roof tiles of the drying beds at Wastewater and we will need to replace 90% of the tiles, but we will be responsible for

our deductible. March 23<sup>rd</sup> will be the employee recognition gathering. Lastly, he asked that everyone keep Public Works Superintendent Wendell Purnell in their prayers.

6. Town Administrator’s Report – Laura Allen

Ms. Allen reported that there was a write up about the Town in Shore Magazine and it was very positive. They installed a new billboard on route 50. Baker Street has been held up because of the weather, but they are hoping to pave it next week. The Worcester CARES event is an assistance fair for County residents. It will be on April 14<sup>th</sup> from 10am-3pm. Councilmember Tyndall stated that we should include Wor-Wic, and citizen Carol Rose suggested including veteran services. Mr. Fleetwood stated that the Town is holding a food drive in Town Hall until April 12<sup>th</sup>.

7. Comments from the Mayor – none.

8. Comments from the Council:

Councilmember Burrell asked if the Town had any plans yet for the old police department space at this time; Ms. Allen stated that we are working on it, and will present it to the Council when that time comes.

9. Comments from the Audience

Carol Rose asked if anyone has contacted her friend that fell in Henry’s Mill. Mr. Fleetwood stated that he reached out to her twice and left a voicemail stating that it is up to the Homeowners Association to fix their sidewalks. Mr. Engelhart said it is up to the property owner; he said the owner is aware and said he purchased the home with the sidewalks in that condition.

Ali Giska presented information on Tinkergarten and requested permission to use the parks for her event. Ms. Bohlen explained that she presented the information to the Parks Commission and while they liked the idea of the program, they advised her that for-profit organizations are not usually granted permission to use the parks for a profit. Councilmember Tyndall asked if she tried to partner with any non-profits; she said she has not. Ms. Allen asked what the rate would be; she said \$17 per class and there would be eight sessions for each season. Councilmember Burrell expressed that he thinks the event is great, but does not want someone making income off of tax payer’s property. Mayor Williams and Councilmember Burrell stated that it is a great premise, but creates a messy situation for other similar requests. Councilmember Tyndall asked why Jeep Week was able to have a for profit course there; Mayor Williams stated that it was a part of the deal when they purchased the property and the additional year was verbally agreed upon. Councilmember Gulyas asked Ms. Allen to share some non-profit organizations information that may be interested in partnering up; she said she will and did mention some already to Ms. Giska.

10. Comments from the Press – none.

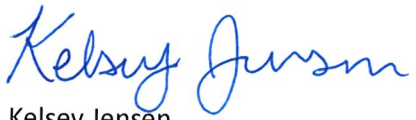
11. Adjournment:

On the motion of Councilmember Burrell, the Mayor and Council meeting was adjourned at approximately 9:05PM.

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

Voting Tally	5				
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Respectfully Submitted,



Kelsey Jensen  
Town Clerk



**MOTION OF THE MAYOR AND COUNCIL 2018-07**

A MOTION OF THE MAYOR AND COUNCIL OF THE TOWN OF BERLIN APPROVING THE ELECTRIC SERVICE AGREEMENT BETWEEN THE TOWN OF BERLIN AND SONRISE CHURCH.

APPROVED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2018 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 \_\_\_\_\_, 2018 BY THE MAYOR OF THE TOWN OF BERLIN.

\_\_\_\_\_  
WM. GEE WILLIAMS, III, MAYOR

ATTEST: \_\_\_\_\_  
LAURA ALLEN  
TOWN ADMINISTRATOR





March 14, 2018

Town of Berlin  
10 William Street  
Berlin, MD 21811

Re: 10026 Main Street

Dear Mayor Williams and Town Council Members,

On behalf of the SonRise Church family, I want to thank you for your continuing service to our Town of Berlin. I hope that this letter finds both you and your families doing well.

Due to a number of changes to our earlier site development plans and related project schedule adjustments, we would like to respectfully request your approval of a short extension (7 months) for the planned purchase of equipment and conversion to electrical service for our new church property located at 10026 Main Street to take place by no later than November 1<sup>st</sup> of this year (2018).

Thank you for your consideration of this request. Know that you remain in our ongoing prayers.

Sincerely,

A handwritten signature in blue ink that reads 'Keith W. Hammer'.

Keith Hammer  
Executive Pastor  
Cell: 443-994-9897

ELECTRIC SERVICE AGREEMENT

THIS ELECTRIC SERVICE AGREEMENT, entered into this 15<sup>th</sup> day of MARCH, 2018, by and between the Mayor and Council of the Town of Berlin (Service Provider), and Sonrise Church (Customer).

WHEREAS Customer is the owner of real property located at Route 818 and Route 50 in Berlin, Maryland and being more particularly designated as Map 0025, Parcel 0050; and

WHEREAS Customer acknowledges that said real property is contained in Service Provider's electric service territory pursuant to Maryland Public Service Commission (MPSC) Order No. 77826, Case 8800; and

WHEREAS Customer recognizes Service Provider's exclusive right to provide electric service to Customer's real property; and

WHEREAS Customer's real property is currently being provided electric service by Delmarva Power, and Customer recognizes that it is legally required to switch equipment and service to Service Provider; and

WHEREAS Customer has requested that Service Provider grant it a delay in switching over to equipment and service provided by Service Provider.

NOW THEREFORE, it is agreed by the Parties hereto as follows:

1. Service Provider agrees that Customer may delay purchasing equipment and service from Service Provider until November 1, 2018.
2. Customer agrees that it has been advised that its current electric equipment provided by Delmarva Power is old and may fail.
3. Customer agrees that in the event it sub-divides its property, those sub-divided parcels shall remain in Service Provider's electric service territory.
4. The Parties agree that this Agreement may be extended by mutual written agreement of the Parties hereto.

WITNESS

WITNESS

SONRISE CHURCH

MAYOR AND COUNCIL



**MOTION OF THE MAYOR AND COUNCIL 2018-08**

A MOTION OF THE MAYOR AND COUNCIL OF THE TOWN OF BERLIN APPROVING THE MAYOR'S APPOINTEE RECOMMENDATIONS FOR THE BOARDS AND COMMISSION MEMBERS.

APPROVED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2018 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 \_\_\_\_\_, 2018 BY THE MAYOR OF THE TOWN OF BERLIN.

\_\_\_\_\_  
WM. GEE WILLIAMS, III, MAYOR

ATTEST: \_\_\_\_\_  
LAURA ALLEN  
TOWN ADMINISTRATOR



**MOTION OF THE MAYOR AND COUNCIL 2018-09**

A MOTION OF THE MAYOR AND COUNCIL OF THE TOWN OF BERLIN APPROVING THE PUBLIC SAFETY MUTUAL AID AGREEMENT BETWEEN THE WORCESTER COUNTY SHERIFFS DEPARTMENT, WORCESTER COUNTY, AND THE TOWN OF BERLIN.

APPROVED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2018 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 \_\_\_\_\_, 2018 BY THE MAYOR OF THE TOWN OF BERLIN.

\_\_\_\_\_  
WM. GEE WILLIAMS, III, MAYOR

ATTEST: \_\_\_\_\_  
LAURA ALLEN  
TOWN ADMINISTRATOR

# **Public Safety Mutual Aid Agreement**

## **AUTHORITY**

**THIS AGREEMENT** is subject to and is entered into pursuant to Section 2-105 of the Criminal Procedural Article of the Annotated Code of Maryland, the County Commissioners of Worcester County, Maryland along with the Sheriff of Worcester County are authorized to enter into Mutual Aid Agreements with municipal corporations, counties and other governing agencies or jurisdictions to provide for public and governmental purposes and further pursuant to Subtitle 1 of Title 7 of the Public Safety Article of the Code of Public Local Laws of Worcester County, Maryland.

## **PARTIES**

Parties to this Agreement shall be County Commissioners of Worcester County, Maryland hereinafter called “**Commissioners**”, the Worcester County Sheriff hereinafter called “**Sheriff**”, and the Mayor and Council of the Town of Berlin hereinafter called “**Berlin**”; and

In order to be binding and effective, this Agreement must be approved by endorsement hereon by the County Commissioners of Worcester County, the Sheriff of Worcester County and the government agency named above.

## **AGREEMENT**

Parties hereto, in consideration of the premises, the mutual promises herein contained and pursuant to the statutory references hereinbefore stated do hereby agree as follows:

1. **Mutual Aid Agreement.** This document shall memorialize agreements between the Parties and constitute a Mutual Aid Agreement adopted pursuant to the statutory references set forth above.
2. **Definition.** “Public Safety Officer”, as used herein, shall mean law enforcement officers, including police officers and all other officers, agents, or employees of the Parties hereto as contemplated the statutes referenced above.

3. **Powers of Sheriff.** The Sheriff and deputies of the Sheriff's Office are Public Safety Officers of Worcester County, Maryland and have full and complete police powers, pursuant to law, and pursuant to the Constitution of Maryland throughout Worcester County, including areas within the corporate limits of the municipalities of Worcester County and limited only, if at all, in areas owned by the State of Maryland, the United States Government, or any foreign country or embassy.
4. **Authority in County.** The Sheriff is the Chief Law Enforcement Officer of Worcester County and shall have the right to control all operations taking place outside the corporate limits of Berlin, provided, however, that this shall in no way limit the Sheriff's authority in Worcester County.
5. **Powers.** As set forth herein and in accordance with circumstances herein after set forth, Public Safety Officers of Berlin are authorized to exercise all of powers and authority, to which the Berlin Police Department is empowered within the corporate limits of the Berlin, outside of the corporate limits of said area but within Worcester County, Maryland in the following cases:
  - A. At such time as a Public Safety Officer of Berlin observes a violation of the criminal or motor vehicle laws within the corporate limits of Berlin and it becomes necessary to pursue the offender outside of the corporate limits, but within Worcester County to prevent the offender's escape, or to apprehend, arrest and detain such offender or to transport such offender into the corporate limits of Berlin;
  - B. While conducting an investigation into a crime which has been alleged to have occurred within the corporate limits of Berlin and it becomes necessary to continue such investigation outside of the corporate limits of Berlin, but within Worcester County, and to apprehend, arrest and detain such offender, and to transport such offender back into the corporate limits of Berlin provided the offender is charged with a felony, or in addition, whenever a warrant has been issued for the offender's arrest;

- C. While attached to any multi-agency unit, task force, or when at the request of the Sheriff participating in any joint assignment, effort, operation, check point, surveillance or other exercise which includes at least one member of the Sheriff's Office;
  - D. When requested by the Sheriff pursuant to this Agreement; or
  - E. At any time, in any instance covered by *State Law* or provided for in this Agreement.
6. **Reciprocity**. Public Safety Officers of Worcester County are authorized to exercise all of powers and authority, to which they are empowered within the corporate limits of Worcester County, within Berlin in the following cases:
- A. At such time as a Public Safety Officer of Worcester County observes a violation of the criminal or motor vehicle laws within the County and it becomes necessary to pursue the offender inside of the corporate limits of Berlin to prevent the offender's escape, or to apprehend, arrest and detain such offender or to transport such offender;
  - B. While conducting an investigation into a crime which has been alleged to have occurred within Worcester County and it becomes necessary to continue such investigation inside the corporate limits of Berlin, and to apprehend, arrest and detain such offender, and to transport such offender back outside the corporate limits of Berlin, provided the offender is charged with a felony, or in addition, whenever a warrant has been issued for the offender's arrest;
  - C. While attached to any multi-agency unit, task force or, when at the request of the Sheriff participating in any joint assignment, effort, operation, check point, surveillance or other exercise which includes at least one member of the Sheriff's Office;
  - D. When requested by Berlin Chief of Police pursuant to this Agreement; or
  - E. At any time, in any instance covered by State Law or provided for in this Agreement.

7. **Witness to Crime.** A Public Safety Officer of Worcester County and Berlin will not undertake routine patrol or police duties outside the limits of its jurisdiction, except as specified within this Agreement. However, Public Safety Officers within the Berlin may exercise full police authority outside the corporate limits of the Berlin whenever they witness a crime, or in any extraordinary or emergency situation outside the limits of the Berlin but within Worcester County, Maryland. Public Safety Officers of Worcester County may do the same within Berlin.
8. **Equipment.** When mutual aid is requested and authorized hereby it may include the utilization of all necessary equipment.
9. **Request.** A request for assistance for mutual aid may be made by the the Mayor and Council of the Town of Berlin or the Chief Public Safety Officer of the Berlin or by the Sheriff or a Sheriff's Deputy either formally or informally and need not be made in writing. A record of the request, shall, however, be made in writing, either coincidental with the request or subsequent thereto which shall include the time of the request and the extent of the aid requested. If in the judgment of the Sheriff or Chief Public Safety Official, resources are needed and available, they may be dispatched. The requesting agency will identify when and where the resources need to report.
10. **Waiver.** Each of the Parties waives any and all claims that are against the other party to the Agreement that may arise out of their activities outside their respective jurisdictions under the provisions of this Agreement.
11. **Indemnity.** The Parties each indemnify and hold harmless the other party from any and all claims including those for worker's compensation as well as claims by third parties including those for property damage or personal injury or wrongful death and that may arise out of the activities of the other party to this Agreement outside their respective jurisdictions pursuant to this Agreement, to the extent permitted by law. The Parties will cooperate fully with the other in defense of claims to include: immediate notification to the other party of any accident resulting in personal injury, damage or having the potential for liability.



12. **Immunities.** Whenever any Public Safety Officer / employee is acting in another jurisdiction pursuant to a request for assistance under this Agreement, that Public Safety Officer / employee shall have all of the authority, immunities from liability and exemptions from laws, ordinances and regulations and that Public Safety Officer's/employee's employing jurisdiction shall continue to provide all of the pension, relief, disability, workers' compensation, and other benefits enjoyed by such Public Safety Officer/ employee to the same extent as if such officer or officers / employees were performing his or her respective duties within his or her employing jurisdiction. Nothing herein constitutes a waiver of any immunities or limitations of liability as may exist in law.
13. **Insurance.** Each of the Parties hereto shall obtain liability insurance with such companies and in such amounts as may be satisfactorily to the other party and which said insurance shall be extended to cover all claims arising out of this Agreement. Self- insurance or pooled insurance may satisfy this requirement. Each of the Parties shall provide for workers compensation insurance and officer's benefits to be provided by the respective employers at all times.
14. **Costs.** Each jurisdiction's direct and actual operational shall be borne by that jurisdiction unless some other written agreement is executed by the Parties.
15. **Not Joint Employees.** Public Safety Officers engaged in Mutual Aid pursuant to this Agreement or otherwise, shall not be considered joint employees of the other jurisdiction for any purpose.
16. **Control.** In cases where aid is requested by the Sheriff, control of the operation for which the aid is requested shall be vested in the Sheriff or in such Public Safety Officer as the Sheriff may designate and to whom such control is delegated.
17. **Time Period.** This Agreement shall be binding upon both Parties for a period of one (1) year from the date hereof and shall be automatically renewed each succeeding year. This Agreement may be terminated upon the giving of thirty

(30) days written notice by either party. This Agreement will be reviewed annually by the Parties.

18. **Limited to County Boundaries.** This Agreement shall be effective only within the boundaries of Worcester County.
19. **No Limitation.** Nothing herein shall limit the power, authority or duties of the Sheriff or any Deputy Sheriff or other powers of law enforcement officers pursuant to law including, without limitation, fresh pursuit.
20. **Disputes.** If any dispute or issue arises under this Agreement, the Parties agree to resolve the issue at the lowest management level of each party. In the event the issue remains unresolved, the Parties agree to immediately escalate the issue to upper-level management (County/Municipality administrative directors) for their consideration. In all events, the Parties will negotiate, in good faith, a mutually agreeable solution. In the event all Parties cannot agree on a solution, the issue shall be directed to the Worcester County Commissioners and Mayor and Council of the Town of Berlin.

**IN WITNESS WHEREOF**, the Parties hereto, pursuant to the authority of the governing body of each party, have executed this Agreement by an authorized office, on this \_\_\_\_ day of 2018.

**ATTEST:**

**COUNTY COMMISSIONERS OF  
WORCESTER COUNTY, MARYLAND**

\_\_\_\_\_  
**Harold L. Higgins  
Chief Administrative Officer**

\_\_\_\_\_  
**Diana Purnell, President**

**ATTEST:**

**MAYOR AND COUNCIL OF THE  
TOWN OF BERLIN, MARYLAND**

\_\_\_\_\_

**By:** \_\_\_\_\_

\_\_\_\_\_  
**Title**

**ATTEST:**

**SHERIFF OF WORCESTER COUNTY,  
MARYLAND**

\_\_\_\_\_

\_\_\_\_\_  
**Reginald T. Mason, Sheriff**

**ATTEST:**

**OTHER CHIEF LEO**

\_\_\_\_\_

\_\_\_\_\_  
**Arnold R. Downing, Chief of Police**



**MOTION OF THE MAYOR AND COUNCIL 2018-10**

A MOTION OF THE MAYOR AND COUNCIL OF THE TOWN OF BERLIN TO APPROVE THE FY 19 PROGRAM OPEN SPACE ANNUAL DEVELOPMENT PROGRAM AS PRESENTED.

APPROVED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2018 BY THE MAYOR AND COUNCIL OF THE TOWN OF BERLIN, MARYLAND BY AFFIRMATIVE VOTE OF \_\_\_\_ TO \_\_\_\_ OPPOSED, WITH \_\_\_\_ ABSTAINING.

\_\_\_\_\_  
Elroy Brittingham, Sr. Vice President

Approved this \_\_\_\_ day of \_\_\_\_\_, 2018 by the Mayor of the Town of Berlin.

\_\_\_\_\_  
Wm. Gee Williams, III, Mayor

ATTEST: \_\_\_\_\_

Laura Allen  
Town Administrator

**PROGRAM OPEN SPACE ANNUAL PROGRAM FOR DEVELOPMENT  
FISCAL YEAR 2019**

Source of Funds (for Annual Program Only)

Sponsor	Project Name, Project Description		Acreage Project	Source of Funds (for Annual Program Only)			
				Total	Local	State(POS Local Funds)	Federal
BERLIN							
1	Stephen Decatur Park:	Map 302	Parcel 873				
	Purchase and Installation of Pre-fabricated Permanent Restroom (application pending with Community Parks and Playgrounds)			<.5	\$133,450	\$13,345	\$120,105
2	Dr. William Henry Park:	Map 307	Parcel 0692				
	Purchase and Installation of Lighting for Basketball Courts			<.5	\$60,000	\$6,000	\$54,000
3	Berlin Falls Park	Map 25	Parcels 52; 410; 57				
	Purchase of amenities (benches, picnic tables, waste receptacles, etc.)			70 +/-	\$45,000	\$4,500	\$40,500
4	John Howard Burbage	Map 300	Parcel 1629				
	Development of complete specs for improvements			+/- .5	\$5,000	\$500	\$4,500
	Development of area into neighborhood park			+/- .5	\$50,000	\$5,000	\$45,000
5	Stephen Decatur Park:	Map 302	Parcel 873				
	Tot Lot – expansion of area			.5 +/-	\$10,000	\$1,000	\$9,000
<b>TOTALS</b>					<b>\$303,450</b>	<b>\$30,345</b>	<b>\$273,105</b>

**TOWN OF BERLIN**  
**FY2019 Proposed Program Open Space Projects**  
**Eight Visions Consistency Statement**  
**March 20, 2018**

**DEVELOPMENT PROJECTS:**

1. **STEPHEN DECATUR PARK:** Stephen Decatur Park is a general use park featuring playground equipment, tennis courts, a pavilion and a rubberized walking path, as well as a Nature Trail and Pond. There are two projects proposed for Stephen Decatur Park (number indicates priority placement in the overall POS Annual Program for Development for FY19):
  1. Pre-fabricated Restroom: The Town currently has a pending application for funding through Community Parks and Playgrounds for the purchase and installation of a pre-fabricated, permanent restroom for Stephen Decatur Park. Notification of award status is not expected until late summer.
  5. Expansion of the Tot-Lot: This expansion will include increased square footage to allow for more picnic facilities and improved access particularly for strollers and wheelchairs.
2. **DR. WILLIAM HENRY PARK:** Henry Park is a general use park featuring playground equipment, basketball courts, horseshoe pits and a pavilion. The courts were completely replaced in 2015 with funding from both Program Open Space and Community Parks and Playgrounds. At that time, public feedback indicated that lighting, which would permit the use of the basketball courts after sundown, was not desired. However, recent citizen and elected official comments prompted the Town to re-visit providing lighting and a survey of every property immediately around the park was conducted to determine the extent of public support from those who would be most impacted; the overwhelming majority of respondents indicated that they were in support of lighting the courts. This project is the second overall priority for the FY18 Development plan.
3. **BERLIN FALLS PARK:** In 2016 Berlin purchased the former Tyson Chicken Processing Plant on Old Ocean City Boulevard. The plant and land occupy approximately 60 acres and include several buildings, structures such as wells and in-ground tanks, and two lagoons. This property was purchased specifically for the purpose of development into a new park for our residents and visitors, and the Town has worked with a consultant to develop several concepts for its ultimate design. Prior to purchasing the property, the Town had Phase I and II Environmental studies conducted, which identified several environmental issues, none of which are considered an impediment to development. The Town has applied to the Voluntary Clean-Up program managed by the Maryland Department of the Environment to change the approved use from industrial to recreational and has enlisted the assistance of the Thriving Earth Exchange, which

provides scientists on a pro-bono basis, to identify and plan specific environmental remediation. The Town has secured the areas of the property that pose safety hazards, placed signage required by the Town's insurance carrier and the Voluntary Clean-Up program and generally tidied-up the property with the intent of allowing passive use – walking, dog-walking, bicycling, etc.

Recently, a contractual Parks Project Coordinator was hired specifically for the purpose of identifying potential development opportunities for the park.

The Town of Berlin is seeking an allocation of POS funds to enable the purchase of picnic tables, benches, bike racks, trash cans and other amenities to allow for passive use of the park. This project is the third priority.

4. **JOHN HOWARD BURBAGE PARK:** Named for Berlin's longest-serving Mayor, Burbage Park is a small "aesthetic" park located directly in front of the municipal Power Plant and Public Works campus. The Park is within two blocks of Berlin's downtown, on William Street, a main thoroughfare for both vehicle and pedestrian traffic and surrounded by residential neighborhoods and developments. Though long-named a park, the area has never truly been developed into an area for use by citizens or visitors. In 2009, the Town of Berlin, using Program Open Space funds, developed a Comprehensive Parks Plan that made a number of suggestions for the improvement and development of Burbage Park as a casual-use, as opposed to recreational, park.

The Berlin Parks Commission has recommended to the Mayor and Council that the concept put forth in the Comprehensive Park Plan be explored in depth. The first phase would be the development of design and specifications for improvement and the second phase would be development. Plans may include landscaping, reading "nooks" and other quiet activities. This project is the fourth priority.

#### **THE EIGHT VISIONS:**

The proposed projects are consistent with the Eight Visions in that:

1. Proposed additional park development will occur within or adjacent to areas already used for and/or suitable for park development.
2. No wetlands or other sensitive areas are being removed or infringed upon.
3. All projects are located on land owned and maintained by the Town and within the corporate limits of the Town. All areas are already in use as public parks in existing population centers.
4. No impact to the Chesapeake Bay and/or its tributaries will occur; all watershed from Berlin's parks drain to the coastal bays system.
5. No consumption of resources will take place and the land resources are being preserved by not allowing residential or commercial development.

6. By increasing the potential for recreational use of these areas, the potential for economic development will increase by offering more to attract visitors and new residents to the Town.
7. These areas currently have public infrastructure, including utilities and streets, either in service, or available for connection.
8. The Town allocates funds each year in its annual budget to the maintenance and development of our park areas. Additionally, the bond which was used for the purchase of Berlin Falls Park has \$500,000 available for environmental study, remediation, and other related park development needs.



March 24, 2018

Town of Berlin  
10 Williams St.  
Berlin, MD 21811

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

ATTN: Ms. Laura Allen  
Town Administrator

RE: Recommendation of Award  
Gay Street Watermain Improvements  
Berlin, Maryland  
DBF# 050A108

Ms. Allen:

This correspondence is to inform you that the low bidder for the referenced project is Goody Hill Groundwork, Inc. Enclosed, please find one copy of each bidders' bid package, as well as a copy of the Bid Tabulation for the referenced project. Davis, Bowen & Friedel, Inc., (DBF) has reviewed the low bidder's bid package and find all documentation to be properly submitted.

Based on Goody Hill's previous work experience with DBF and the Town, we are confident that the Contractor has the resources and work experience necessary to complete the project. Based on these findings, DBF recommends the Award of the Gay Street Watermain Improvements project to Goody Hill Groundwork, Inc., contingent upon the availability of funds. Should the Town choose to accept DBF's recommendation, the total award amount for the completion of the referenced project would be One Hundred Seventy-Eight Thousand, Five Hundred and Fifty dollars and 00/100 (\$178,550.00). If approved, please execute the attached Notice of Award and we will continue the award process.

Should you have any questions, comments or concerns, please contact me at 410-543-9091.

Sincerely,  
DAVIS, BOWEN & FRIEDEL, INC.



Joshua J. Taylor, P.E.  
Associate

N:\00\050A\050A108\AWARD\ALLEN 032318 RSQ.DOC

Enclosures

cc: Scott A. Savage, President, Goody Hill Groundwork, Inc.



**Bid Tabulation**

Project Name: Gay Street Watermain Improvements  
 Bid Date/Time: March 23, 2018 @ 2 PM  
 Bid Opening Location: Berlin Town Hall  
 DBF Project Number: 050A108

**1. Goody Hill Groundwork, Inc.**

ITEM NO.	DESCRIPTION OF WORK	SIZE OR DEPTH	UNIT	EST QTY	UNIT PRICE	TOTAL PRICE
1	Mobilization, Bonds, and Insurance (Max. 3% of Total Bid)	--	LS	--	\$5,209.85	\$5,209.85
2	Provide Traffic Control Measures	--	LS	--	\$3,500.00	\$3,500.00
3	Furnish and Install Sediment and Erosion Control Measures	--	LS	--	\$1,725.00	\$1,725.00
4	Furnish and Install Water Main and Appurtenances	6"	LF	472	\$60.20	\$28,414.40
5	Furnish and Install Fire Hydrant Assemblies	6"	EA	1	\$5,750.00	\$5,750.00
6	Furnish and Install Water Service Pipe	2"	LF	135	\$13.00	\$1,755.00
7	Furnish and Install Tapping Saddle, Corp. Stop, and Connection Fittings	2"	EA	10	\$2,163.20	\$21,632.00
8A	Furnish and Install Residential Water Meter Assembly	1"	EA	4	\$2,210.00	\$8,840.00
8B	Furnish and Install Commercial Water Meter Assembly	2"	EA	3	\$5,550.00	\$16,650.00
8C	Furnish and Install Duplex Water Meter Assembly	2"	EA	2	\$3,475.00	\$6,950.00
8D	Furnish and Install 2" Fire Service with Valve and Transition Fitting	2"	EA	1	\$2,895.00	\$2,895.00
9	Furnish and Install Storm Drain Catch Basin Inlet	--	EA	2	\$2,875.00	\$5,750.00
10	Hot Mix Asphalt Mill and Overlay	1-1/2"	SY	1282	\$22.00	\$28,204.00
11	Furnish and Install Asphalt Base Course	2-1/2"	SY	157	\$36.75	\$5,769.75
12	Furnish and Install Graded Aggregate Subbase	6"	SY	157	\$24.00	\$3,768.00
13	Remove Existing Concrete Sidewalk and Curb	6"	SY	214	\$33.00	\$7,062.00
14A	Furnish & Install Concrete Sidewalk and Appurtenances	6"	SY	210	\$62.00	\$13,020.00
14B		8"	SY	4	\$77.50	\$310.00
15	Furnish and Install Handicap Ramp with Transitions (Jefferson Street)	--	LS	--	\$1,500.00	\$1,500.00
16	Furnish and Install Bollards	4"	EA	6	\$402.50	\$2,415.00

**2. ECM Corporation**

UNIT PRICE	TOTAL PRICE
\$6,020.00	\$6,020.00
\$4,800.00	\$4,800.00
\$4,500.00	\$4,500.00
\$115.00	\$54,280.00
\$4,800.00	\$4,800.00
\$75.00	\$10,125.00
\$1,100.00	\$11,000.00
\$850.00	\$3,400.00
\$1,445.00	\$4,335.00
\$1,800.00	\$3,600.00
\$2,250.00	\$2,250.00
\$3,200.00	\$6,400.00
\$26.00	\$33,332.00
\$35.00	\$5,495.00
\$20.00	\$3,140.00
\$14.00	\$2,996.00
\$152.00	\$31,920.00
\$200.00	\$800.00
\$3,500.00	\$3,500.00
\$850.00	\$5,100.00

**3. Reynolds Excavating, Inc.**

UNIT PRICE	TOTAL PRICE
\$6,450.00	\$6,450.00
\$5,000.00	\$5,000.00
\$4,800.00	\$4,800.00
\$50.00	\$23,600.00
\$9,000.00	\$9,000.00
\$100.00	\$13,500.00
\$1,800.00	\$18,000.00
\$2,500.00	\$10,000.00
\$4,000.00	\$12,000.00
\$4,000.00	\$8,000.00
\$5,000.00	\$5,000.00
\$7,500.00	\$15,000.00
\$20.00	\$25,640.00
\$25.00	\$3,925.00
\$38.00	\$5,966.00
\$44.00	\$9,416.00
\$120.00	\$25,200.00
\$700.00	\$2,800.00
\$7,800.00	\$7,800.00
\$400.00	\$2,400.00

UNIT PRICE	TOTAL PRICE
\$30.00	\$300.00
\$72.00	\$1,080.00
\$25.50	\$2,550.00
\$350.00	\$3,500.00
<b>\$178,550.00</b>	

UNIT PRICE	TOTAL PRICE
\$380.00	\$3,800.00
\$100.00	\$1,500.00
\$15.00	\$1,500.00
\$350.00	\$3,500.00
<b>\$212,093.00</b>	

UNIT PRICE	TOTAL PRICE
\$100.00	\$1,000.00
\$120.00	\$1,800.00
\$25.00	\$2,500.00
\$275.00	\$2,750.00
<b>\$221,547.00</b>	

CONTINGENCIES:	UNIT	EST QTY
Miscellaneous Excavation and Backfill for Test Pitting	CY	10
Excavation Below Subgrade and Gravel Refill	CY	15
Furnish & Place Selected Backfill	CY	100
Furnish & Place 4,000 PSI Concrete	CY	10
<b>TOTAL BID - ITEMS 1-19:</b>		

SECTION 00531  
NOTICE OF AWARD

TO: Goody Hill Groundwork, Inc.  
P.O. Box 200  
Berlin, MD 21811

PROJECT Description: Gay Street Watermain Improvements, Town of Berlin, Worcester County, Maryland, Contract No. 050A108.

The OWNER has considered the BID submitted by you for the above described WORK in response to its Invitation to Bidders dated March 23, 2018, and Information for Bidders.

You are hereby notified that your BID has been accepted for items in the amount of \$ 178,550.00.

You are required by the Information for Bidders to execute the Agreement and furnish the required CONTRACTOR'S Performance BOND, Payment BOND and certificates of insurance within ten (10) calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said BONDS within ten (10) days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

Town of Berlin  
OWNER

By: \_\_\_\_\_

Title: Mayor

**ACCEPTANCE OF NOTICE**

Receipt of the above NOTICE OF AWARD is hereby acknowledged

by \_\_\_\_\_

this the \_\_\_\_\_ day of \_\_\_\_\_, 2018.

By \_\_\_\_\_

Title: \_\_\_\_\_

END OF SECTION

SECTION 00300

BID FORM

Proposal of Goody Hill Groundwork, Inc. (hereafter called "BIDDER"), organized and existing under the laws of the State of Maryland doing business as a corporation \* to the Town of Berlin (hereinafter called "OWNER").

In compliance with the Invitation to Bidders, BIDDER hereby proposes to perform all WORK for the **GAY STREET WATER MAIN IMPROVEMENTS, Contract No. 050A108**, in strict accordance with the CONTRACT DOCUMENTS, within the time set forth therein, and at the prices stated below.

By submission of this BID, each BIDDER certifies, and in the case of a joint BID each part thereto certifies as to its own organization, that this BID has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this BID with any other BIDDER or with any competitor.

BIDDER hereby agrees to commence WORK under this Contract on or before a date to be specified in the NOTICE TO PROCEED and to fully complete the same within 60 consecutive calendar days thereafter. BIDDER further agrees to pay as liquidated damages, an amount of \$750.00 per calendar day as defined in the General Conditions.

BIDDER acknowledges receipt of the following ADDENDUM:

Addendum 1 dated 3/21/18  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\*Insert "a corporation", "a partnership", or "an individual" as applicable.

BIDDER agrees to perform all the work described in the CONTRACT DOCUMENTS for the following unit prices or lump sum:

ITEM NO.	DESCRIPTION OF WORK	SIZE OR DEPTH	UNIT	EST QTY	UNIT PRICE	TOTAL PRICE
1.	Mobilization, Bonds, and Insurance (Max. 3% of Total Bid)	--	LS	--	<b>\$5,209.85</b>	<b>\$5,209.85</b>
2.	Provide Traffic Control Measures	--	LS	--	<b>\$3,500.00</b>	<b>\$3,500.00</b>
3.	Furnish and Install Sediment and Erosion Control Measures	--	LS	--	<b>\$1,725.00</b>	<b>\$1,725.00</b>
4.	Furnish and Install Water Main and Appurtenances	6"	LF	472	<b>\$60.20</b>	<b>\$28,414.40</b>
5.	Furnish and Install Fire Hydrant Assemblies	6"	EA	1	<b>\$5,750.00</b>	<b>\$5,750.00</b>
6.	Furnish and Install Water Service Pipe	2"	LF	135	<b>\$13.00</b>	<b>\$1,755.00</b>
7.	Furnish and Install Tapping Saddle, Corp. Stop, and Connection Fittings	2"	EA	10	<b>\$2,163.20</b>	<b>21,632.00</b>
8A.	Furnish and Install Residential Water Meter Assembly	1"	EA	4	<b>\$2,210.00</b>	<b>\$8,840.00</b>
8B.	Furnish and Install Commercial Water Meter Assembly	2"	EA	3	<b>\$5,550.00</b>	<b>\$16,650.00</b>
8C.	Furnish and Install Duplex Water Meter Assembly	2"	EA	2	<b>\$3,475.00</b>	<b>\$6,950.00</b>
8D.	Furnish and Install 2" Fire Service with Valve and Transition Fitting	2"	EA	1	<b>\$2,895.00</b>	<b>\$2,895.00</b>
9.	Furnish and Install Storm Drain Catch Basin Inlet	--	EA	2	<b>\$2,875.00</b>	<b>\$5,750.00</b>
10.	Hot Mix Asphalt Mill and Overlay	1-1/2"	SY	1282	<b>\$22.00</b>	<b>\$28,204.00</b>
11.	Furnish and Install Asphalt Base Course	2-1/2"	SY	157	<b>\$36.75</b>	<b>\$5,769.75</b>
12.	Furnish and Install Graded Aggregate Subbase	6"	SY	157	<b>\$24.00</b>	<b>\$3,768.00</b>
13.	Remove Existing Concrete Sidewalk and Curb	6"	SY	214	<b>\$33.00</b>	<b>\$7,062.00</b>
14A.	Furnish & Install Concrete Sidewalk and Appurtenances	6"	SY	210	<b>\$62.00</b>	<b>\$13,020.00</b>
14B.		8"	SY	4	<b>\$77.50</b>	<b>\$ 310.00</b>
15.	Furnish and Install Handicap Ramp with Transitions (Jefferson Street)	--	LS	--	<b>\$1,500.00</b>	<b>\$1,500.00</b>
16.	Furnish and Install Bollards	4"	EA	6	<b>\$402.50</b>	<b>\$2,415.00</b>
<b>CONTINGENCIES:</b>						
17.	Miscellaneous Excavation and Backfill for Test Pitting	--	CY	10	<b>\$30.00</b>	<b>\$300.00</b>
18.	Excavation Below Subgrade and Gravel Refill	--	CY	15	<b>\$72.00</b>	<b>\$1,080.00</b>
19.	Furnish & Place Select Backfill	--	CY	100	<b>\$25.50</b>	<b>\$2,550.00</b>
20.	Furnish & Place 4,000 PSI Concrete	--	CY	10	<b>\$350.00</b>	<b>\$3,500.00</b>
<b>TOTAL BID – ITEMS 1-20 ONE HUNDRED SEVENTY-EIGHT THOUSAND FIVE HUNDRED FIFTY DOLLARS</b>						
<b>TOTAL BID: \$ 178,550.00</b>						

BIDDER Please Note:

The Town reserve the right to accept or reject any or all bids. The Town may elect to delete some or all portions of any bid item shown below and described in the contract documents or accept any or all Bid Items in any order so that the PROJECT cost will match funding available. Bids shall include sales tax and all other applicable taxes and fees.

By submission of this bid, BIDDER certifies that he comprehends the bidding requirements set forth herein and is thoroughly familiar with the provisions of the contract documents. BIDDER further agrees to waive his right to contest the outcome of the bidding process and subsequent award should acceptance of alternate bid items allow a BIDDER, other than the lowest total base BIDDER, to be awarded the contract.

The BIDDER agrees that this bid shall not expire for a period of ninety (90) calendar days after bid closing and may not be withdrawn after the scheduled closing time for receiving bids.

Upon receipt of written notice of the acceptance of this bid, BIDDER will execute the formal contract attached within ten (10) days and deliver a Surety Bond or Bonds if required by the Town, at the Town's option. The bid security attached in the sum of 10% of the total PROJECT Bid (\$ 178,550.00 ) is to become the property of the OWNER in the event the contract is not executed within the time above set forth for the delay and additional time expense to the OWNER caused thereby.

Respectfully submitted:

Scott A. Sarge  
Signature

President 3/23/18  
Title/Date

P.O. Box 200  
Address

Berlin, MD 21811

23177324  
License Number (If applicable)

Seal - (if bid is by a corporation)

END OF SECTION

## SECTION 00370

## BID BOND

KNOW ALL PERSONS BY THESE PRESENTS, that we, the Undersigned  
Goody Hill Groundwork, Inc. as Principal, and  
First Indemnity of America Insurance Company as Surety, are hereby held and  
 firmly bound unto the TOWN, as OWNER, the penal sum of Ten percent of amount bid (10%)  
 for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves,  
 successors and assigns.

Signed, this 23rd day of March, 2018.

The Condition of the above obligation is such that whereas the Principal has submitted to the TOWN a  
 certain BID, attached hereto and hereby made a part hereof to enter into a contract in writing, for the GAY  
STREET WATER MAIN IMPROVEMENTS, Contract No, 050A108.

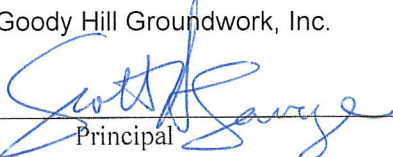
NOW, THEREFORE,

- (a) If said BID shall be rejected, or
- (b) If said BID shall be accepted and the Principal shall execute and deliver a contract in the Form  
 of Contract attachment hereto (properly completed in accordance with said BID) and shall furnish  
 a BOND for faithful performance of said contract, and for the payment of all persons performing  
 labor and furnishing materials in connection therewith, and shall in all other respects perform the  
 agreement created by the acceptance of said BID, then this obligation shall be void, otherwise the  
 same shall remain in force and effect; it being expressly understood and agreed that the liability of  
 the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this  
 obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations 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 BID; and said Surety does hereby waive notice of any extension.

In WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above. Surety executing Bonds shall be a licensed agent in the State of MARYLAND.

Goody Hill Groundwork, Inc.

 (L.S.)  
Principal

First Indemnity of America Insurance Company  
Surety

By:   
Joshua Linn, Attorney-In-Fact

IMPORTANT - Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the PROJECT is located.

END OF SECTION



**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, Joshua Linn, Jaime Lynn George-Perando, 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 23rd day of March, 2018.



*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 2017
MO DAY YR.

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

*Opp W. Calmes J*

Insurance Commissioner

90 County



# State of Maryland License

23177324  
23383112  
10713150

# 17

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

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

DATE OF ISSUE  
MO DAY YR  
04/14/2017

MONTHS PAID  
12

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

ISSUING FEES	2.00
TOTAL	17.00
AMOUNT PAID	
	17.00

*Susan Braniecki*

THIS LICENSE MUST BE PUBLICLY DISPLAYED  
AND EXPIRES ON **APRIL 30, 2018**

ISSUED BY  
SUSAN R. BRANIECKI, CLERK OF CIRCUIT COURT  
1 West Market Street, Room 104  
SNOW HILL, MARYLAND 21863

EMS

SECTION 00300

BID FORM

Proposal of ECM Corporation (hereafter called "BIDDER"), organized and existing under the laws of the State of Maryland doing business as a corporation\* to the Town of Berlin (hereinafter called "OWNER").

In compliance with the Invitation to Bidders, BIDDER hereby proposes to perform all WORK for the **GAY STREET WATER MAIN IMPROVEMENTS, Contract No. 050A108**, in strict accordance with the CONTRACT DOCUMENTS, within the time set forth therein, and at the prices stated below.

By submission of this BID, each BIDDER certifies, and in the case of a joint BID each part thereto certifies as to its own organization, that this BID has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this BID with any other BIDDER or with any competitor.

BIDDER hereby agrees to commence WORK under this Contract on or before a date to be specified in the NOTICE TO PROCEED and to fully complete the same within 60 consecutive calendar days thereafter. BIDDER further agrees to pay as liquidated damages, an amount of \$750.00 per calendar day as defined in the General Conditions.

BIDDER acknowledges receipt of the following ADDENDUM:

Addendum 1 dated 3/21/18

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\*Insert "a corporation", "a partnership", or "an individual" as applicable.

BIDDER agrees to perform all the work described in the CONTRACT DOCUMENTS for the following unit prices or lump sum:

ITEM NO.	DESCRIPTION OF WORK	SIZE OR DEPTH	UNIT	EST QTY	UNIT PRICE	TOTAL PRICE
1.	Mobilization, Bonds, and Insurance (Max. 3% of Total Bid)	--	LS	--	6,020	6,020
2.	Provide Traffic Control Measures	--	LS	--	4,800	4,800
3.	Furnish and Install Sediment and Erosion Control Measures	--	LS	--	4,500	4,500
4.	Furnish and Install Water Main and Appurtenances	6"	LF	472	115	54,280
5.	Furnish and Install Fire Hydrant Assemblies	6"	EA	1	4,800	4,800
6.	Furnish and Install Water Service Pipe	2"	LF	135	75	10,125
7.	Furnish and Install Tapping Saddle, Corp. Stop, and Connection Fittings	2"	EA	10	1,100	11,000
8A.	Furnish and Install Residential Water Meter Assembly	1"	EA	4	850	3,400
8B.	Furnish and Install Commercial Water Meter Assembly	2"	EA	3	1,445	4,335
8C.	Furnish and Install Duplex Water Meter Assembly	2"	EA	2	1,800	3,600
8D.	Furnish and Install 2" Fire Service with Valve and Transition Fitting	2"	EA	1	2,250	2,250
9.	Furnish and Install Storm Drain Catch Basin Inlet	--	EA	2	3,200	6,400
10.	Hot Mix Asphalt Mill and Overlay	1-1/2"	SY	1282	26	33,332
11.	Furnish and Install Asphalt Base Course	2-1/2"	SY	157	35	5,495
12.	Furnish and Install Graded Aggregate Subbase	6"	SY	157	20	3,140
13.	Remove Existing Concrete Sidewalk and Curb	6"	SY	214	14	2,996
14A.	Furnish & Install Concrete Sidewalk and Appurtenances	6"	SY	210	152	31,920
14B.		8"	SY	4	200	800
15.	Furnish and Install Handicap Ramp with Transitions (Jefferson Street)	--	LS	--	3,500	3,500
16.	Furnish and Install Bollards	4"	EA	6	850	5,100
<b>CONTINGENCIES:</b>						
17.	Miscellaneous Excavation and Backfill for Test Pitting	--	CY	10	380	3,800
18.	Excavation Below Subgrade and Gravel Refill	--	CY	15	100	1,500
19.	Furnish & Place Select Backfill	--	CY	100	15	1,500
20.	Furnish & Place 4,000 PSI Concrete	--	CY	10	350	3,500
TOTAL BID – ITEMS 1-20						
TOTAL BID: \$ 212,093.00						

BIDDER Please Note:

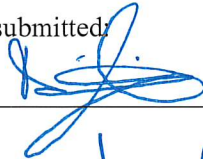
The Town reserve the right to accept or reject any or all bids. The Town may elect to delete some or all portions of any bid item shown below and described in the contract documents or accept any or all Bid Items in any order so that the PROJECT cost will match funding available. Bids shall include sales tax and all other applicable taxes and fees.

By submission of this bid, BIDDER certifies that he comprehends the bidding requirements set forth herein and is thoroughly familiar with the provisions of the contract documents. BIDDER further agrees to waive his right to contest the outcome of the bidding process and subsequent award should acceptance of alternate bid items allow a BIDDER, other than the lowest total base BIDDER, to be awarded the contract.

The BIDDER agrees that this bid shall not expire for a period of ninety (90) calendar days after bid closing and may not be withdrawn after the scheduled closing time for receiving bids.

Upon receipt of written notice of the acceptance of this bid, BIDDER will execute the formal contract attached within ten (10) days and deliver a Surety Bond or Bonds if required by the Town, at the Town's option. The bid security attached in the sum of 10% of the total PROJECT Bid (\$ 21,209.30 ) is to become the property of the OWNER in the event the contract is not executed within the time above set forth for the delay and additional time expense to the OWNER caused thereby.

Respectfully submitted,



Signature

President, 3/22/18

Title/Date

8298 Brock Bridge Rd

Address

Laurel, MD 20724

02111472

License Number (If applicable)

Seal - (if bid is by a corporation)

END OF SECTION

SECTION 00300

BID FORM

Proposal of Reynolds Excavating Inc. (hereafter called "BIDDER"), organized and existing under the laws of the State of MD doing business as Corporation\* to the Town of Berlin (hereinafter called "OWNER").

In compliance with the Invitation to Bidders, BIDDER hereby proposes to perform all WORK for the **GAY STREET WATER MAIN IMPROVEMENTS, Contract No. 050A108**, in strict accordance with the CONTRACT DOCUMENTS, within the time set forth therein, and at the prices stated below.

By submission of this BID, each BIDDER certifies, and in the case of a joint BID each part thereto certifies as to its own organization, that this BID has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this BID with any other BIDDER or with any competitor.

BIDDER hereby agrees to commence WORK under this Contract on or before a date to be specified in the NOTICE TO PROCEED and to fully complete the same within 60 consecutive calendar days thereafter. BIDDER further agrees to pay as liquidated damages, an amount of \$750.00 per calendar day as defined in the General Conditions.

BIDDER acknowledges receipt of the following ADDENDUM:

ADDENDUM 1 MARCH 21, 2018  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\*Insert "a corporation", "a partnership", or "an individual" as applicable.

BIDDER agrees to perform all the work described in the CONTRACT DOCUMENTS for the following unit prices or lump sum:

ITEM NO.	DESCRIPTION OF WORK	SIZE OR DEPTH	UNIT	EST QTY	UNIT PRICE	TOTAL PRICE
1.	Mobilization, Bonds, and Insurance (Max. 3% of Total Bid)	--	LS	--	6450	6450.00
2.	Provide Traffic Control Measures	--	LS	--	5,000	5,000
3.	Furnish and Install Sediment and Erosion Control Measures	--	LS	--	4800	4,800
4.	Furnish and Install Water Main and Appurtenances	6"	LF	472	50.00	23,600-
5.	Furnish and Install Fire Hydrant Assemblies	6"	EA	1	9,000	9,000
6.	Furnish and Install Water Service Pipe	2"	LF	135	100	13,500
7.	Furnish and Install Tapping Saddle, Corp. Stop, and Connection Fittings	2"	EA	10	1800	18,000-
8A.	Furnish and Install Residential Water Meter Assembly	1"	EA	4	2500	10,000
8B.	Furnish and Install Commercial Water Meter Assembly	2"	EA	3	4000	12,000-
8C.	Furnish and Install Duplex Water Meter Assembly	2"	EA	2	4000	8,000
8D.	Furnish and Install 2" Fire Service with Valve and Transition Fitting	2"	EA	1	5000	5,000
9.	Furnish and Install Storm Drain Catch Basin Inlet	--	EA	2	7500	15,000-
10.	Hot Mix Asphalt Mill and Overlay	1-1/2"	SY	1282	20.00	25,640
11.	Furnish and Install Asphalt Base Course	2-1/2"	SY	157	25.00	3,925.00
12.	Furnish and Install Graded Aggregate Subbase	6"	SY	157	38.00	5,966.00
13.	Remove Existing Concrete Sidewalk and Curb	6"	SY	214	44.00	9416.00
14A.	Furnish & Install Concrete Sidewalk and Appurtenances	6"	SY	210	120.00	25,200-
14B.		8"	SY	4	700.00	2,800.00
15.	Furnish and Install Handicap Ramp with Transitions (Jefferson Street)	--	LS	--	7800	7800 -
16.	Furnish and Install Bollards	4"	EA	6	400	2400
<b>CONTINGENCIES:</b>						
17.	Miscellaneous Excavation and Backfill for Test Pitting	--	CY	10	100.00	1,000-
18.	Excavation Below Subgrade and Gravel Refill	--	CY	15	120	1800
19.	Furnish & Place Select Backfill	--	CY	100	25	2500
20.	Furnish & Place 4,000 PSI Concrete	--	CY	10	275	2750
TOTAL BID - ITEMS 1-20						221,549.00
TOTAL BID: \$					<i>two hundred and one thousand five hundred and forty nine</i>	



BIDDER Please Note:

The Town reserve the right to accept or reject any or all bids. The Town may elect to delete some or all portions of any bid item shown below and described in the contract documents or accept any or all Bid Items in any order so that the PROJECT cost will match funding available. Bids shall include sales tax and all other applicable taxes and fees.

By submission of this bid, BIDDER certifies that he comprehends the bidding requirements set forth herein and is thoroughly familiar with the provisions of the contract documents. BIDDER further agrees to waive his right to contest the outcome of the bidding process and subsequent award should acceptance of alternate bid items allow a BIDDER, other than the lowest total base BIDDER, to be awarded the contract.

The BIDDER agrees that this bid shall not expire for a period of ninety (90) calendar days after bid closing and may not be withdrawn after the scheduled closing time for receiving bids.

Upon receipt of written notice of the acceptance of this bid, BIDDER will execute the formal contract attached within ten (10) days and deliver a Surety Bond or Bonds if required by the Town, at the Town's option. The bid security attached in the sum of 10% of the total PROJECT Bid (\$ 221,547.00) is to become the property of the OWNER in the event the contract is not executed within the time above set forth for the delay and additional time expense to the OWNER caused thereby.

Respectfully submitted:

Doug Reynolds  
Signature

Douglas Reynolds Vice Pres.  
Title/Date

30939 Cedar Drive  
Address

Princess Anne MD 21853

19169547  
License Number (If applicable)

Seal - (if bid is by a corporation)

END OF SECTION