THE COUNTY COMMISSIONERS
OF KENT COUNTY, MARYLAND
AGENDA

September 28, 2021

10:00 AM Call to Order/Pledge of Allegiance/Moment of Silence

Building is Open for In-Person Attendance or Dial 1-872-239-8359 and enter Conference ID 284 916 841#

Appointments

Consolidated Transportation Programs Tour, Maryland Department of Transportation

TSO: Gregory Slater, Secretary; Dan Janousek, Regional Planner; Pilar Helm, Director, Office of Government Affairs
MAA: Ashish Solanki, Director, Office of Regional Aviation
MVA: Chrissy Nizer, Administrator
MTA: Travis Johnston, Director LOTS
SHA: Tim Smith, Administrator; Ken Fender, District 2 Engineer; Maurice Agostino, Acting Deputy Administrator for Planning, Engineering, Real Estate, and Environment; Andre Futrell, Deputy Administrator for District Operations
MDTA: Melissa Williams, Director of Capital Programming
MPA: No Attendance

Public Notices

County Offices Closed

2021 Fourth Quarter Holiday Observances

Rock Hall Kent County Enterprise Zone Designation Application

Public Hearing

Correspondence Review

Paula B. Reeder, Citizen

Proposed Morgnec Road Solar Project

Frank Lewis, Citizen

Proposed Morgnec Road Solar Project

Consent Items

#1 - Regular Session Minutes, September 21, 2021

#2 - Liquor Minutes, September 21, 2021

#3 - Chestertown Elks Lodge #2474, Combined Gaming Devices, October 24, 2021

Special Class C Licenses

Sultana Education Foundation, Beer Only, October 1, 2021

County Attorney

Thomas N. Yeager, County Attorney

Alcoholic Beverage Hearing Protocol

Public Hearing

Alcoholic Beverage License Hearing

Sueann Hall, Member
Joseph J. Pendrak, Member
Christopher S. Blackwell, Member
Jamestown Kitty Knight Hospitality, LLC trading as Kitty Knight
Class B, Beer, Wine, and Liquor License with Caterer's Privilege

Appointments

John Schratwieser, Director, Kent Cultural Alliance

Letter of Support

Human Resources Director

Office of Emergency Services

Vacant EMT-B Position

Departmental Appointments

Bill Mackey, Director, Planning, Housing, and Zoning

Maryland Community Development Block Grant Program

Jamie Williams, Director, Economic and Tourism Development

Destination Marketing Organization Grant

Public Works Director

Environmental Operations Division

Cliffs City Public Landing Project

Kent County Court House and Kent County Government Center

Exterior Painting

County Roads Division

FY2022 Roadway Line Striping Contract

Vehicle Lease and Maintenance Quotes

Fleet Management Lease

Letters for Signature

Citizen Interest Form

Commission on Aging

Building is Open for In-Person Attendance: Public Comment/Media Review Dial 1-872-239-8359 and enter Conference ID 284 916 841#

Procedures for Public Comment

For Your Information

Household Hazardous Waste Day

Contingency Fund

Contingency and Use of Fund Balance Report

(Meetings are conducted in Open Session unless otherwise indicated. All or part of County Commissioners' meetings can be held in closed session under the authority of the MD Open Meetings Law by vote of the Commissioners. Breaks are at the call of the President. Please note that times listed for specific items on the agenda are only estimates, and that the order of agenda items may change as time dictates or allows. Meetings are subject to audio and video recordings.)

Consolidated Transportation Programs Tour, Maryland Department of Transportation
9/28/2021
County Commissioners Meeting

ATTACHMENTS:

Description

09.28.21 Maryland Department of Transportation, MDOT Meets with Kent County Officials as Part of Annual Statewide Tour to Discuss Transportation Priorities, Consolidated Transportation Program (CTP Tour)

09.28.21 Maryland Department of Transportationi, State Highway Administration, Consolidated Transportation Program (CPT) Tour, System Preservation Minor Projects Program

FOR IMMEDIATE RELEASE:
September 28, 2021

Contact:
MDOT Public Affairs
Erin Henson, 410-865-1025
Jim Joyner, 410-865-1030

MDOT MEETS WITH KENT COUNTY OFFICIALS AS PART OF ANNUAL STATEWIDE TOUR TO DISCUSS TRANSPORTATION PRIORITIES

Transportation Secretary Outlines Budget and Provides Key Project Updates

CHESTERTOWN, MD – Maryland Transportation Secretary Gregory Slater met with Kent County officials today to discuss the Draft FY 2022 – FY 2027 Consolidated Transportation Program (CTP), which details the Maryland Department of Transportation's (MDOT) six-year capital budget. The meeting was part of MDOT's annual tour of 23 Maryland counties and Baltimore City to update local officials and the public on the Hogan Administration's $16.4 billion investment over the next six years in transit, highways, motor vehicle services, the Helen Delich Bentley Port of Baltimore and Baltimore/Washington International Thurgood Marshall Airport. Officials also discussed the Maryland Transportation Authority's (MDTA) $2.8 billion in additional investments in Maryland's toll roads and bridges. More information on the CTP process is available at http://ctp.maryland.gov.

"As promised, we crafted this budget to invest in preserving our aging infrastructure, delivering projects to support Maryland's economic recovery and creating a shelf of projects for the next generation," said Secretary Slater. "This approach to infrastructure investment allows us to maintain a state of good repair and be ready to quickly move projects into construction with any new federal transportation funding."

The Draft CTP outlines investments in each of MDOT's transportation business units funded by the Transportation Trust Fund, including: Maryland Aviation Administration (MAA), Maryland Port Administration (MPA), Maryland Transit Administration (MTA), Motor Vehicle Administration (MVA), State Highway Administration (SHA) and The Secretary's Office (TSO). The FY 2022 operating budget totals $2.24 billion.

This $16.4 billion Draft FY 2022 – FY 2027 capital budget focuses on system preservation, major projects, planning and engineering. More than half of the budget – $8.2 billion – will go toward preserving aging infrastructure.

– more –

Secretary Slater noted the critical role MTA played in making sure essential workers could perform their duties during the pandemic. Today, ridership across MTA core services remains consistent, and MTA continues to ensure bus and rail services remain safe and reliable. MTA recently resumed full scheduled service on MARC and Commuter Bus as many riders reduce teleworking and return to work onsite.

MTA is facing $2 billion in state of good repair needs on its transit network. MDOT as a whole is facing a $7 billion state of good repair backlog, including needs on highways and bridges, and also at port, airport and motor vehicle facilities.

Along with a focus on system preservation, major projects, planning and engineering, Secretary Slater highlighted several other priorities, including:

- delivering infrastructure projects statewide in a way that incorporates technology, flexibility and future growth;
- providing safe and accessible mobility choices for all users, including pedestrians and bicyclists, that consider the interplay of land use and transportation decisions; and
- establishing a sustainable, customer-focused transportation vision that incorporates roadway, transit, freight, air and port infrastructure.

Finally, Secretary Slater highlighted $16.8 million in grants, recently announced by Gov. Hogan, to support bicycle, pedestrian and trail improvements through 42 projects across the state. In Kent County, the Maryland Department of Natural Resources (DNR) will receive more than $38,000 through the Recreational Trails Program. This program focuses on investments that improve and preserve the statewide recreational trail network. DNR's $38,000 grant will be used to hire a contractual lead trail technician to to complete tasks that focus on the sustainable construction, maintenance and restoration of the almost 50 miles of trails at Tuckahoe State Park, Martinak State Park, Wye Island Natural Resources Management Area (NRMA) and Sassafras NRMA.

SHA Administrator Tim Smith discussed the importance of maintaining the state's highways and bridges. As the SHA works on completing projects throughout the state, its focus remains on asset management, accessibility and mobility.

Administrator Smith emphasized the need to provide safe access to all users, including people who travel by foot, bicycle and scooter. SHA's Context Driven Guide is changing the way the administration delivers projects. Using these guidelines, SHA considers the context of an area – including surrounding land use and other factors – throughout the planning process to determine which options and design features will make the area safer and more accessible for all.

SHA has projects underway across the state, including several in Kent County. In Millington, SHA is finishing up its MD 291 urban reconstruction from west of School Street to east of Crane Street. The $6.2 million project, which includes drainage improvements and sidewalk construction, is substantially complete.

Outside of Rock Hall, SHA is wrapping up work on the $1.5 million MD 20 small structure replacement. Crews will complete final paving this fall. And on northbound US 301, SHA is advancing the $8.8 million replacement of the Chester River bridge. Construction is anticipated to begin in spring 2022 and will last into 2023.

MDTA Capital Planning Director Melissa Williams noted that in February, the Tier 1 Draft Environmental Impact Statement for the ongoing Chesapeake Bay Crossing Study was made available for public review and comment at baycrossingstudy.com. The MDTA held in-person and virtual public hearings in April, and the comment period ended in May. The MDTA expects to identify a Selected Corridor Alternative and publish a combined Final Environmental Impact Statement/Record of Decision this winter.

Construction for highway speed all-electronic tolling on new gantries and removal or partial removal of existing toll plazas is underway at the Fort McHenry Tunnel, JFK Memorial Highway and the Nice/Middleton Bridge. A study is underway for the I-895/Baltimore Harbor Tunnel Toll Plaza and Interchange Improvements, which will allow MDTA to bring highway speed all-electronic tolling to the Harbor Tunnel.

Williams also discussed the MDTA's launch of DriveEzMD, the new home for all things tolling in Maryland. The April launch of DriveEzMD included a new website, web chat, customer call center with expanded hours, text notifications and more.

Finally, Williams noted that work continues on the $1.1 billion I-95 Express Toll Lanes Northbound Extension northeast of Baltimore to relieve congestion and improve travel along the I-95 Corridor. Construction began in May on the project to widen northbound I-95 between MD 43 (White Marsh Boulevard) and MD 152 (Mountain Road) to make way for extension of two northbound Express Toll Lanes. The extension is expected to open to traffic by 2024 to MD 152, with the full extension to north of MD 24 open by 2027.

MTA Local Transit Support Director Travis Johnston discussed the agency's investments and priorities throughout the state, including keeping the transit system in a state of good repair. Johnston also discussed MTA's first 50-year Statewide Transit Plan, expected to be complete by the end of the year. Building upon existing regional and local transit plans across the state, the plan will outline a 50-year vision for transit in Maryland help define transit needs across the state for future generations.

The MTA makes a significant investment in transit in Kent County, providing $2.3 million in operating and capital grants to support Delmarva Community Transit in conjunction with Caroline and Talbot counties. In response to the COVID-19 pandemic, Kent County, in conjunction with Caroline and Talbot counties, will receive $1.3 million in federal relief funds to support transit operations and/or capital needs.

MVA Administrator Chrissy Nizer reminded those in attendance that MVA remains under an appointment only operation, allowing the administration to efficiently serve more customers. Most branches have returned to pre-pandemic levels or are exceeding monthly transactions from previous years.

Among other recent changes, customers can now renew a license up to 12 months in advance. In addition, MVA extended the new photo requirement from every eight years to every 16 years. For Commercial Driver's License customers, expiration dates on all CDL products will be changing from five years to eight years, the same as the non-commercial license.

MVA offers more transactions online than ever before and customers are taking advantage of those services more than ever. Those services will be expanded with the final rollout of MVA's IT modernization project, known as Customer Connect, in December.

Phase 1 of Customer Connect was complete in July 2020. Phase 2 will include driver services, driver enforcement, investigations and financial services. At full deployment, Customer Connect will consolidate existing IT systems at MVA into a single portal, giving the agency a complete view of the customer and real-time updates, which decreases delays for customers. For customers, this means greater access to their information online and a more secure product with the implementation of MD ID, a randomly generated number that will protect a customer's personal information.

Administrator Nizer also provided an update on the federal REAL ID requirement. MVA is working hard to ensure every Marylander is prepared for the new deadline of May 3, 2023. Currently 82% of Marylanders are REAL ID compliant, one of the highest in the nation.

Administrator Nizer, who serves as Governor Hogan's Highway Safety Representative, discussed the Hogan Administration's recent announcement of more than $650,000 for law enforcement agencies in Kent County to address highway safety.

MAA Regional Aviation Director Ashish Solanki said MAA's capital program remains focused on improving facilities and services for customers while creating opportunities for domestic and international air service.

Driven by the mission to provide exceptional service to customers in the safest, most reliable and efficient manner, system preservation projects include: an airport-wide restroom renovation program; aviation fuel storage replacement and expansion; electrical feeder replacements; airfield lighting vault upgrades; and passenger boarding bridge replacement.

After a short pause due to the pandemic, MDOT MAA is moving forward with a major, multi-year terminal improvement to the center of operations for Southwest Airlines, the largest airline partner at BWI Marshall. The Concourse A/B Connector and Baggage Handling System Project will transform a major portion of the airport, creating an enhanced travel experience for passengers and supporting future growth of Southwest. The improvements will include direct concourse-to-concourse connectivity for passengers, new food and retail concessions, modern restrooms and expanded airline hold rooms, all sitting atop a new, sophisticated baggage handling system.

In addition, MAA is moving forward on major site preparation and utility work that will support construction of a major aircraft maintenance facility for Southwest, the first such maintenance hangar in the Northeast for the carrier.

MAA will continue to support aviation and airports across Maryland by working with its 35 public-use airports in the state. For the Statewide Aviation Grants program that provides important state funding and support for airport improvement projects, MAA intends to administer $1.6 million in grants during Fiscal 2022 for regional airports across Maryland.

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MARYLAND DEPARTMENT
OF TRANSPORTATION

STATE HIGHWAY
ADMINISTRATION



KENT COUNTY

SYSTEM PRESERVATION MINOR PROJECTS PROGRAM

(Dollars in Thousands)

STATE HIGHWAY ADMINISTRATION - Kent County - LINE 1

PROJECT ID	ROUTE NUMBER	PROJECT NAME	TOTAL PROGRAMMED COST	STATUS
Bridge Replacement/Rehabilitation				
KE2761	MD20	ROCK HALL AVENUE-MISCELLANEOUS-STRUCTURE 14030X0 OVER DRAINAGE DITCH	$ 1,467	FY 2022
KE2601	MD288	CROSBY ROAD-SMALL STRUCTURE REPLACEMENT-STRUCTURE 14065X0 OVER BRANCH OF GREY'S INN CREEK	$ 345	FY 2023
Resurface/Rehabilitate				
XY7141	-	MILL AND RESURFACE-AT VARIOUS LOCATIONS IN KENT COUNTY.	$ 4,248	Completed
XY9141	-	MILL AND RESURFACE-AT VARIOUS LOCATIONS IN KENT COUNTY	$ 4,342	FY 2022
XY8141	-	AT VARIOUS LOCATIONS IN KENT COUNTY	$ 4,256	Under Construction
Transportation Alternatives Program				
KENEW1	-	SRTS - TOWN OF ROCK HALL	$ 1,000	FY 2022
Urban Reconstruction				
KE4381	MD291	CYPRESS STREET-COMM SAFETY & ENHANCEMENT-WEST OF SCHOOL STREET TO EAST OF CRANE STREET	$ 6,212	Under Construction

County Offices Closed
9/28/2021
County Commissioners Meeting

Item Summary:
2021 Fourth Quarter Holiday Observances

ATTACHMENTS:

Description

PUBLIC NOTICE, 2021 Fourth Quarter Holiday Observances

PUBLIC NOTICE

All County Offices will be **CLOSED** for the following observances during the last quarter of the 2021 calendar year:

October 11, 2021 – Columbus Day
November 11, 2021 – Veterans Day
November 25 & 26, 2021 – Thanksgiving Holiday
December 24, 2021 – Christmas Day
December 31, 2021 – New Year's Day

Rock Hall Kent County Enterprise Zone Designation Application
9/28/2021
County Commissioners Meeting

Item Summary:
Public Hearing

ATTACHMENTS:

Description

10.05.21 Notice of Joint Public Hearing Town of Rock Hall Enterprise Zone Designation

The County Commissioners of Kent County

P. THOMAS MASON
PRESIDENT
CHESTERTOWN, MD

RONALD H. FITHIAN
MEMBER
ROCK HALL, MD

ROBERT N. JACOB, JR.
MEMBER
WORTON, MD

R. Clayton Mitchell, Jr.
Kent County Government Center
400 High Street
Chestertown, Maryland 21620
TELEPHONE 410-778-4600
E-MAIL kentcounty@kentgov.org
www.kentcounty.com

SHELLEY L. HELLER
COUNTY ADMINISTRATOR

THOMAS N. YEAGER
COUNTY ATTORNEY

NOTICE OF A JOINT PUBLIC HEARING

Notice is hereby given that the County Commissioners of Kent County and the Town of Rock Hall will hold a public hearing on October 5, 2021, at 6:00 p.m. in the Commissioners' Hearing Room, R. Clayton Mitchell, Jr., Kent County Government Center, 400 High Street, Chestertown, Maryland. The purpose of the hearing is to obtain citizen input on a Joint Application by the Town of Rock Hall and Kent County for an Enterprise Zone Designation.

The agenda will be published at kentcounty.com/commissioners/meeting-agenda 24 hours in advance of the hearing, and it will include a unique call-in number. Citizens are encouraged to participate in the Public Hearing and offer comments at the meeting either by phone or by attending in-person. If you require communication assistance, please contact the County Commissioners' Office at 410-778-4600 and press 4 or visit Maryland Relay at www.mdrelay.org no later than noon on October 1, 2021.

The Rock Hall Kent County Enterprise Zone Designation Application and supporting documentation are available for review on the County's website at https://www.kentcounty.com/business/business-support/incentives/tax-credits/304-enterprise-zone. Contact Jamie Williams, Director, Economic and Tourism Development at 410-810-2168 or jlwilliams@kentgov.org for further information.

By order of:

THE COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND

Sondra M. Blackiston

Sondra M. Blackiston
Clerk

PUBLISH: KCN 09/30/21

Paula B. Reeder, Citizen
9/28/2021
County Commissioners Meeting

Item Summary:
Proposed Morgnec Road Solar Project

ATTACHMENTS:

Description

09.21.21 Paula B. Reeder, Proposed Morgnec Road Solar Project, Tom Mason

09.21.21 Paula B. Reeder, Proposed Morgnec Road Solar Project, Ron Fithian

09.21.21 Paula B. Reeder, Proposed Morgnec Road Solar Project, Bob Jacob

HEBRON
12591 Still POND ROAD
STILL POND, MD 21667
410-708-4947

September 21, 2021

Kent County Commissioners Mason, Jacob, and Fithian
Commissioners Office
400 High Street
Chestertown, MD 21620

Subject: Proposed Morgnec Rd. Solar Project

Dear Commissioners,

I am writing to urge immediate reconsideration and withdrawal of your opposition to the above-referenced proposed utility scale solar power project and pending related legal action. From my perspective as a long-term Kent County resident and businessperson, this project is clearly a win-win proposition for Kent County and its residents. Continued County opposition to the project is ill-advised and shortsighted and pending legal action is likely to be a regretable waste of of the County's scarce financial resources.

While a lot has been written about the County's opposition to the Morgnec Road solar project since 2018, little has been said about the rationale supporting your opposition other than the fact that the land is not currently zoned for the proposed purpose. As the County routinely approves requested variances and zoning changes where projects are deemed to be in the public interest, that fact alone should not be grounds for opposing this project. Here's why you should enthusiastically support completion of this project:

- Before the Clark farm was zoned for residential development, it, like all the road front property on the opposite side of Morgnec Road, was zoned for industrial/commercial development . The change to residential zoning was approved in the early 2000's in response to a residential subdivision development proposal that was withdrawn when the economy tanked in 2008. Since then, other areas outside of Chestertown proper have been designated for future residential development. Unlike other properties currently zoned for utility scale enterprises, the Clark farm property is particularly well suited to its proposed use given its availability, its size, accessibility, location next to

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industrial/commercial enterprises, proximity to a properly scaled electric substation, and existing natural screening. In contrast, the property, which Chestertown has declined to incorporate, is not suited to residential development for many of the same reasons.

- With climate change-related issues becoming ever more acute, it is incumbent on all MD municipalities to support the State's goal of having at least 50% of electric power used in the State generated by renewable power sources by 2030, with 14.5% of the total generated by solar power producers. Achievement of this goal will require 6 times the amount of solar power generated by existing producers. Of all existing renewable energy sources, solar power is the cleanest, most dependable, most environmentally friendly source available. Further, it is inexhaustible. Implementation of the Morgnec Rd. solar power station will reduce local dependence on and costs associated with buying power from the privately owned PA/NJ/MD Interconnection LLC; improve the sustainability and lower power production costs at our regional electric power grid thereby reducing pressure to increase consumer electric rates; and reduce reliance on fossil fuel-based power production and our carbon footprint.

- Morgnec Rd. Solar LLC agreed to take necessary steps to avoid disturbing existing wetlands and drainage ditches connecting with other wetlands and hydric soils; avoid cutting existed forested areas; and avoid disturbance of Critical Area Resource Conservation areas of the property. Also, they have found that there are no threatened or endangered species on the property; agreed to protect any areas (if any) found by MHT to have historical significance; and have reportedly agreed to several other conditions stipulated in your meetings with company representatives. Most importantly, they have committed to incorporate desperately needed local pollinator habitat decimated by widespread local use of agrichemicals, tree felling and monocrop planting in their grounds maintenance plans. The environmental value of adding over 200 acres of environmentally friendly pollinator habitat to County lands cannot be overstated. We simply could not have a more considerate and cooperative partner in supporting achievement of MD's renewable energy development goals.

- This project, which constitutes a new private capital investment of $80 million in Kent County's infrastructure, will result in a substantial increase in annual property tax revenue and will create over 100 temporary but nonetheless welcome job opportunities for residents during the design/build phase. If the County reestablishes a positive working relationship with Morgnec Road LLC, it may be possible to negotiate a road front set-back of the proposed facility that would allow for new commercial development fronting Morgnec Road, added solar facility screening and additional property and sales tax revenue.

It's not too late to change your position on this project. The reasons for you to do so are compelling. Spending $15K to $20K of County funds that could be put to much better use than the pending suit is both short-sighted and fiscally irresponsible. Support for this proposal will clearly pay many desirable dividends.

I hope you will take this request to heart and do what's right for Kent County and your constituents in both the near and long term. Thank you very much for your consideration.

Sincerely



Paula B. Reeder

cc: J. Williams - Kent County Economic Development Department
S. Shoge - Kent County Chamber of Commerce
A. Thomson - Morgnec Road Solar LLC
J. Dissette – The Chestertown Spy

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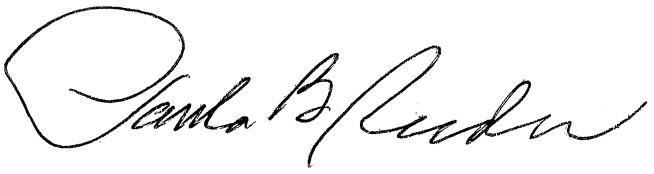
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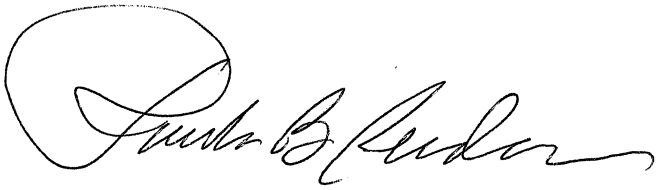
- Morgnec Rd. Solar LLC agreed to take necessary steps to avoid disturbing existing wetlands and drainage ditches connecting with other wetlands and hydric soils; avoid cutting existed forested areas; and avoid disturbance of Critical Area Resource Conservation areas of the property. Also, they have found that there are no threatened or endangered species on the property; agreed to protect any areas (if any) found by MHT to have historical significance; and have reportedly agreed to several other conditions stipulated in your meetings with company representatives. Most importantly, they have committed to incorporate desperately needed local pollinator habitat decimated by widespread local use of agrichemicals, tree felling and monocrop planting in their grounds maintenance plans. The environmental value of adding over 200 acres of environmentally friendly pollinator habitat to County lands cannot be overstated. We simply could not have a more considerate and cooperative partner in supporting achievement of MD's renewable energy development goals.

- This project, which constitutes a new private capital investment of $80 million in Kent County's infrastructure, will result in a substantial increase in annual property tax revenue and will create over 100 temporary but nonetheless welcome job opportunities for residents during the design/build phase. If the County reestablishes a positive working relationship with Morgnec Road LLC, it may be possible to negotiate a road front set-back of the proposed facility that would allow for new commercial development fronting Morgnec Road, added solar facility screening and additional property and sales tax revenue.

It's not too late to change your position on this project. The reasons for you to do so are compelling. Spending $15K to $20K of County funds that could be put to much better use than the pending suit is both short-sighted and fiscally irresponsible. Support for this proposal will clearly pay many desirable dividends.

I hope you will take this request to heart and do what's right for Kent County and your constituents in both the near and long term. Thank you very much for your consideration.

Sincerely



Paula B. Reeder

cc: J. Williams - Kent County Economic Development Department
S. Shoge - Kent County Chamber of Commerce
A. Thomson - Morgnec Road Solar LLC
J. Dissette – The Chestertown Spy

Frank Lewis, Citizen
9/28/2021
County Commissioners Meeting

Item Summary:
Proposed Morgnec Road Solar Project

ATTACHMENTS:

Description

09.27.21 Frank Lewis, Comments on Morgnec Road Solar Projects, Chestertown Spy

MENU



Point of View

Letter to Editor: Taking Issue with Paula Reeder Opinion on Solar Plans for Morgnec Road

September 27, 2021 by Letter to Editor 11 Comments

Share / Save

Paula Reeder's letter to the Spy, published 9/24/21 in support of the Morgnec Road Solar LLC installation of solar panels on the 400 acre Clark farm, located on Route 291 at the eastern border of Chestertown, is a litany of misrepresentations and absurdities. Space does not allow a detailed refutation of her statements, but I will try to succinctly address the most egregious.

In her first bullet point, she considers the site "is particularly well suited to its proposed use", meaning solar panels. In reality, there are about 150,000 other acres in Kent County which are far more suited to solar panels than this one, including about 5000 acres specifically zoned for that near Massey which is adjacent to a main electrical transmission line. The Clark farm is the only adequate site available for future Chestertown expansion, both residential and commercial, as expansion in all other directions is precluded by inconvenient access, inadequate space, prior land preservation in perpetuity, or the river. This has been recognized by the Chestertown Town Council, which voted unanimously 2 years ago to oppose the project, and reaffirmed this position in a unanimous Council vote taken this past summer with the full support of Mayor David Foster. Ms. Reeder is apparently willing to write off the official position of the government of

In her second point she states "solar power is the cleanest, the most dependable, most environmentally friendly source available. Further, it is inexhaustible." This statement is ludicrous. Solar panels utilize numerous rare earths – cobalt, nickel, cadmium, lithium, vanadium, graphite – whose mining techniques are among the dirtiest and most environmentally damaging in the world. Not accidentally, this mining takes place almost exclusively in China and Africa, where environmental protections are nonexistent. The statement about dependability is the most laughable, as solar power obviously ends each day at sundown, decreases in the winter to miniscule amounts, and fluctuates daily in unpredictable ways as clouds, haze, and rain obscure the sun. Overall solar power generation is available for less than 40% of the time, whereas all other sources (except wind) are at 90% plus. This mandates a poor and inefficient return on the capital costs.

Solar power always has to be backed up 100% by other generation techniques, usually gas turbines, which can ramp up and down quickly to compensate for its fluctuation. Solar power in excess of about 30% of grid power destabilizes the grid because of this variability, and leads to power blackouts, as was seen this past year in California and Texas, when electricity demand peaked and blackouts ensued for several days to a few weeks. As far as "inexhaustibility" is concerned, solar panel lifetime is officially stated at about 25 years, but in reality the panels decrease steadily in efficiency after installation, and rarely last beyond 15-20 years. By contrast, gas turbines and other fossil fuel plants run for decades, and nuclear plants typically last for 80 years plus. Both can supply uninterrupted power 24/7/365.

Lastly, the cleanup of solar panels when their lifetime ends, as far as handling and disposition of the many toxic metals involved in their construction, is currently a totally unaddressed and unsolved problem. If solar power were not maintained and supported by government subsidies, it would cease tomorrow, as has been demonstrated in California on several occasions over the last three decades when subsidies were temporarily withdrawn.

Also in her second point, Ms. Reeder states that solar power will be less expensive. This is also totally untrue. First, the power generated will be sold wholesale to the grid, and distributed everywhere through conventional power companies in the usual way at usual rates. Second, the fact that solar power must always be 100% backed by gas turbines means that when you buy solar you automatically have to buy two power generation systems so that power can still be delivered when the sun doesn't shine. The total costs are approximately twice what other types of power generation require. Solar power is considered cheap only because this universal need for a backup power generation system is not factored into its stated cost.

This has been clearly demonstrated in Germany and Denmark, which have more solar power than any other countries in Europe, and where the power costs are approximately 150% as high as the average of power costs in France, England, or Sweden. The same is true in California and Texas.

solar power will lower energy costs is folly which contradicts documented reality. In addition, countries which have installed large solar installations have failed to lower their CO2 emissions, belying its principal rationale as a method for reducing global warming.

In her third bullet point, Ms. Reeder states that Morgnec Road Solar LLC has made a number of concessions to the county in regard to forests, wetlands, etc. None of this is true. All they have agreed to do is what they are required to do by state regulations. They have steadfastly resisted any efforts to get additional concessions, and in the letter of 3/24/21 from Morgnec Road Solar's attorney David Beugelmans to Mr. Yeager, the Kent County attorney, they stated very clearly in paragraphs 2a, b, and c that if they could cut corners and get adjacent property owners not to object to their skimping on some of the landscaping and other boundary requirements they would do so. Their intent to minimize their landscaping obligations is clearly stated there.

Lastly, Ms. Reeder feels that the $80 million cost of the project will be a great boon to Kent County's economy. In reality most of the money will go to the makers of the solar panels and to the specialized contractors who construct solar projects, none of whom are in Kent County or adjacent counties. Some local companies might get grading, landscaping, asphalt or cement projects, which are transient, but little else. After installation even the monitoring of the power generation will be done remotely. The only permanent local jobs for Kent County would be low wage maintenance functions for a few people cutting grass, etc. The project will be surrounded by a chain-link fence which is butt-ugly and will be inadequately landscaped.

In contrast to Ms. Reeder's "win-win" point of view, in actuality this is a lose-lose project, in which Kent County and Chestertown lose their prime area for expansion and potential development of further amenities for the town, and lose the principal gateway to Chestertown, which is currently a beautiful agricultural landscape, but will become disfigured and repellent for tourists arriving that way. In exchange, Kent County gets nothing of significance from Morgnec Road Solar LLC, gets no high-paying long term jobs, and sacrifices the multiple other much more positive uses for this property.

The Kent County Commissioners demonstrated their in-depth and correct analysis of this project in arriving at their conclusion to oppose it (as the Chestertown Town Council had earlier done.) and they should be supported and applauded for their thoughtful effort to look after the best interests of county residents. It should be unambiguously recognized that the only benefits of this project are to the profits of a private power company which has shown no concern whatsoever for the future welfare of Kent County or its residents. For those who live in Chestertown and Kent County it is a sucker deal which should be strenuously opposed.

Frank R. Lewis
Millington

#1 - Regular Session Minutes, September 21, 2021
9/28/2021
County Commissioners Meeting

ATTACHMENTS:
Description

#2 - Liquor Minutes, September 21, 2021
9/28/2021
County Commissioners Meeting

ATTACHMENTS:
Description

#3 - Chestertown Elks Lodge #2474, Combined Gaming Devices, October 24, 2021
9/28/2021
County Commissioners Meeting

ATTACHMENTS:

Description

18-2021 Chestertown Elks Lodge # 2474, Combined Gaming Devices, October 24, 2021

Permit# 18-2021

MULTIPLE GAMING DEVICE AND RAFFLE PERMIT APPLICATION

Pursuant to the provisions of the Annotated Code of Maryland, Criminal Law §§ 13-1701 to 13-1706.

Name of Organization: Chestertown Elks Lodge #2474

Address of Organization: 8631 Bell Rose Lane, P.O. Box 839,

Telephone: (410) 778-6370 Chestertown, MD 21620

Is the organization formed or located in Kent County? (Yes) No

Does the organization serve the residents of Kent County? (Yes) No

Is this organization tax exempt under the provisions of the Internal Revenue Code? Yes (No)

Tax Exempt Number: _____

Person responsible for complying with permit regulations and requirements:

Name: William T. Blackiston III

Address: 6125 Quaker Neck Landing Rd. Chestertown, MD 21620

E-Mail: treyblackiston@yahoo.com

Telephone: (410) 708-5859

Type of permit sought: ( ) Raffle Only (X) Combined gaming devices used in a single fund-raising event

Location address of fund-raising affair: Chestertown Elks Lodge
8631 Bell Rose Lane
Chestertown, MD 21620

Are these premises owned, leased, or regularly occupied by the organization named above? (Yes) No

Date(s) of fund-raising: October 24, 2021

Date and Time of Drawing: October 24, 2021 Begin at: 1:00 PM End at: 6:00 PM

If you are seeking a permit authorizing only a raffle that is not conducted in combination with other gaming activity, please sign below.

If, however, you are seeking to conduct a fund-raiser using more than one gaming activity in a single event, please complete the following page.

Signature of person completing this application: William T. Blackiston III

Please Select One:

(X) Pick Up

( ) Mail Permit (will be mailed to person responsible)

Pursuant to the provisions of the Annotated Code of Maryland, Criminal Law §§ 13-1701 to 13-1706.

Check the gaming devices to be used at this fund-raising event to award merchandise or cash prizes:

( ) Raffles	( ) Chance books	( ) Paddle Wheels
( ) Wheels of fortune	(X) Card games	( ) Lotteries

( ) Other_____

Will this fund-raiser be managed and operated only by individuals domiciled in Kent County? (Yes) No

If no, please explain circumstances:

_____

_____

_____

_____

Will alcoholic beverages be served or available for purchase at this fund-raising event? (Yes) No

Is the organization a religious organization? Yes (No)

If yes, has it conducted services regularly in Kent County for at least three (3) years? Yes No

Where are services conducted and how often? _____

_____

_____

What percentage of funds derived from the multiple gaming devices will be spent or donated to:

_____% Civic 100% % Charitable _____% Educational

Name, address and telephone of person completing application:

William T. Blackiston III
6125 Quaker Neck Landing Rd.
Chestertown, MD 21620
(410) 708-5859

Signature of person completing application: William T Blackiston III

Sultana Education Foundation, Beer Only, October 1, 2021
9/28/2021
County Commissioners Meeting

Item Summary:

ATTACHMENTS:
Description
4734 Sultana Education Foundation, Application

4734

APPLICATION FOR A SPECIAL CLASS "C" (PER DIEM) LICENSE

Application is made by the undersigned under the provisions of Sections 4-1202, 4-1208, 4-1209, 24-503, 24-1301, 24-1307 and 24-1308 of the Alcoholic Beverages Article, for a Special Class C (Per Diem) License.

Check One: **Beer ( ) Beer and Wine ( ) Beer, Wine, and Liquor ( )**

We submit and certify to the following information and statements as required.

1. The club, society or association on behalf of which the license is desired:

Sultana Education Foundation

Address 200 S. Cross St. Chestertown, MD 21620

Type of Function 1st Friday

Location of Function 200 S. Cross St. Chestertown, MD 21620

2. This function is operated exclusively for a religious, fraternal, civic, veterans', or charitable organization, association, club, or society; or hospital supporting organization.

3. The applicants are citizens of the United States, not less than twenty-one years of age, and have never been convicted of a felony.

4. The applicants have not had a license for the sale of alcoholic beverages revoked.

5. Have the applicants ever been adjudged guilty of violating the laws for the prevention of gambling in the State of Maryland and/or adjudged guilty of violating the laws governing the sale of alcoholic beverages in the State of Maryland or the United States? _____ Yes or No

6. The applicants will, if granted a license, conform to all laws and regulations relating to the business with respect to which such license is desired.

7. The applicants submit herewith a statement duly executed and acknowledged by the owner of the premises in which the business is to be conducted, assenting to the granting of the license applied for, authorizing the Comptroller, his duly authorized deputies, inspectors and clerks, the Board of License Commissioners (if any) for the aforesaid County, its duly authorized agents and employees, and any peace officer of said county, to inspect and search, without warrant, the premises upon which the business is to be conducted, and any and all parts of the premises where said business is to be conducted, at any and all hours.

8. The license for which this application is made is to be for the following day(s) Oct. 1, 2021
Begin at: 5:00 pm End at: 8:00 pm and the applicant tenders herewith the sum of ($ 50 Per Diem) ($ 50.00) in payment for the license.

Please Select One:
(X) Pick Up
( ) Mail Permit (will be mailed to above address)

County Commissioners Office
Date 9-21-21 LJC

9. Applicants

(1) Elizabeth P. Schmeltz 7101 Pomona Rd. Chestertown, MD 21620
Name Residence

22 years Dir. Public Prog. 410/778-5954 EPS
Length of Residence in Kent Co. Committee Title Phone No. (Signature of Applicant)

STATE OF MARYLAND

This certifies, that on the 21st day of September, 2021, before the subscriber, a Notary of the State of Maryland, personally appeared Elizabeth P. Schmeltz the applicant(s) named in the a foregoing application, and made oath in the due form of law that the statements therein are true to the best of (his, their) knowledge and belief.

WITNESS my hand and official seal.

F. Marie Todd (SEAL)

F. MARIE TODD MY COMMISSION EXPIRES NOTARY PUBLIC DECEMBER 31, 2023 KENT COUNTY, MD

---

(2) CHRIS CERINO 104 E Campus Ave, Chestertown 21620
Name Residence

30 yrs Vice Pres 443-480-5713
Length of Residence in Kent Co. Committee Title Phone No. (Signature of Applicant)

STATE OF MARYLAND

This certifies, that on the 21st day of September, 2021, before the subscriber, a Notary of the State of Maryland, personally appeared Chris Cerino the applicant(s) named in the a foregoing application, and made oath in the due form of law that the statements therein are true to the best of (his, their) knowledge and belief.

WITNESS my hand and official seal.

F. Marie Todd (SEAL)

F. MARIE TODD MY COMMISSION EXPIRES NOTARY PUBLIC DECEMBER 31, 2023 KENT COUNTY, MD

---

(3) Drew McMullen 211 N. Water St. Chestertown
Name Residence

20+ 410-778-5951
Length of Residence in Kent Co. Committee Title Phone No. (Signature of Applicant)

STATE OF MARYLAND

This certifies, that on the 21st day of September, 2021, before the subscriber, a Notary of the State of Maryland, personally appeared Drew McMullen the applicant(s) named in the a foregoing application, and made oath in the due form of law that the statements therein are true to the best of (his, their) knowledge and belief.

WITNESS my hand and official seal.

F. Marie Todd (SEAL)

F. MARIE TODD MY COMMISSION EXPIRES NOTARY PUBLIC DECEMBER 31, 2023 KENT COUNTY, MD

STATEMENT OF OWNER OF PREMISES REQUIRED IN CONNECTION WITH
ALCOHOLIC BEVERAGES LAWS OF MARYLAND

(I, WE) HEREBY CERTIFY, That (I am, we are) the owner(s) of the property named in the a foregoing application made to the aforesaid licensing authority for said county under the Alcoholic Beverages Laws of Maryland and assent to the granting of the license applied for, and hereby authorize the State Comptroller, his duly authorized deputies, inspectors and clerks, the Board of License Commissioners (if any) of said county, its duly authorized agents and employees, and any peace officer of such county, to inspect and search, without warrant, the premises upon which the business is to be conducted, and any and all parts of the building in which said business is to be conducted, at any and all hours.

_____ Signature (s)

Drew McMullen Print Name

STATE OF MARYLAND, County of Kent :

THIS CERTIFIES, that on the 21st day of September, 20 21, before the subscriber, a Notary of the State of Maryland, personally appeared _____ Drew McMullen and acknowledged the execution of the foregoing statement to be a true act.

WITNESS my hand and official seal. _____

(SEAL)

F. MARIE TODD NOTARY PUBLIC KENT COUNTY, MD MY COMMISSION EXPIRES DECEMBER 31, 2023

The Board of License Commissioners of Kent County

P. THOMAS MASON
PRESIDENT
CHESTERTOWN, MD

RONALD H. FITHIAN
MEMBER
ROCK HALL, MD

ROBERT N. JACOB, JR.
MEMBER
WORTON, MD

R. Clayton Mitchell, Jr.
Kent County Government Center
400 High Street
Chestertown, Maryland 21620
TELEPHONE 410-778-7435

www.kentcounty.com/alcoholic-beverage

SHELLEY L. HELLER
COUNTY ADMINISTRATOR

THOMAS N. YEAGER
COUNTY ATTORNEY

BRANDON MCFAYDEN
INSPECTOR

SPECIAL CLASS "C" (PER DIEM) LICENSE AFFIDAVIT

In applying for this Special Class "C" (Per Diem) License it is important that you realize the responsibility that goes with the issuance of the license. All persons or groups using this license as authorized under Sections 4-1202, 4-1208, 4-1209, 24-503, 24-1301, 24-1307, and 24-1308 of the Alcoholic Beverages Article of the Annotated Code of Maryland are covered by all the laws regarding the sale and consumption of alcoholic beverages. Special care should be taken to be sure the following edicts are adhered to:

1. All persons must be 21 years of age or older to sell, purchase, to consume an alcoholic beverage.
2. All sales and the consumption of alcohol must stop promptly at 2:00 a.m.
3. No intoxicated person shall be served any alcoholic beverages.
4. No unnecessary noise or disturbance that could be a nuisance to the community shall occur.
5. The person(s) responsible for the function must see that order and decorum are kept at all times.
6. The application must be completed by three committee members; one member must be a Kent County resident.
7. License must be prominently displayed at the location where alcohol is being served. Failure to comply with the laws of the State of Maryland may make the responsible person(s) subject to a fine.

The issuance of this license may be issued to a religious, fraternal, civic, veterans', or charitable organization, association, club, or society; or hospital supporting organization. This license shall not be transferred or reassigned.

Cost of a Special Class "C" Per Diem License: **Beer $5.00, Beer and Wine $15.00, and Beer, Wine, and Liquor $25.00.** Make checks payable to: **The County Commissioners of Kent County**, along with the completed application.

Name of organization, club, etc. Sultana Education Foundation

Address 200 S. Cross St. Chestertown, MD 21620

Name Liza Brocker (Please Print) Phone # 410/778-5954

(Signature) Date 9/16/21

Thomas N. Yeager, County Attorney
9/28/2021
County Commissioners Meeting

Item Summary:
Alcoholic Beverage Hearing Protocol

ATTACHMENTS:
Description

Alcoholic Beverage License Hearing
9/28/2021
County Commissioners Meeting

Item Summary:
Sueann Hall, Member
Joseph J. Pendrak, Member
Christopher S. Blackwell, Member
Jamestown Kitty Knight Hospitality, LLC trading as Kitty Knight
Class B, Beer, Wine, and Liquor License with Caterer's Privilege

ATTACHMENTS:

Description

09.28.21 Kitty Knight Hearing Notice

09.28.21 Testimony Log, Public Hearing, Jamestown Kitty Knight Hospitality, LLC, Trading as Kitty Knight, Class B, Beer, Wine, and Liquor License with Caterer's Privilege

The Board of License Commissioners of Kent County

P. THOMAS MASON
PRESIDENT
CHESTERTOWN, MD

RONALD H. FITHIAN
MEMBER
ROCK HALL, MD

ROBERT N. JACOB, JR.
MEMBER
WORTON, MD

R. Clayton Mitchell, Jr.
Kent County Government Center
400 High Street
Chestertown, Maryland 21620
TELEPHONE Cell: 443-282-5785

www.kentcounty.com/alcoholic-beverage

SHELLEY L. HELLER
COUNTY ADMINISTRATOR

THOMAS N. YEAGER
COUNTY ATTORNEY

BRANDON MCFAYDEN
INSPECTOR

NOTICE

Application has been made by members: Sueann Hall, Joseph J. Pendrak, Christopher S. Blackwell, and Paul Bouchard representing Jamestown Kitty Knight Hospitality, LLC trading as Kitty Knight for a Class B, Beer, Wine, and Liquor License with Caterer's Privilege on the premises known as:

Kitty Knight
14028 Augustine Herman Highway
Georgetown, MD 21930

which shall authorize the holder thereof to sell Beer, Wine, and Liquor at retail, at the place therein described, for on-premises consumption or elsewhere. A hearing on said application will be held by the undersigned in the County Commissioners' Hearing Room, R. Clayton Mitchell, Jr., Government Center, 400 High Street, Chestertown, MD on September 28, 2021, at 10:00 a.m. at which time any exceptions to the application will be heard.

By order of:

THE BOARD OF LICENSE COMMISSIONERS
FOR KENT COUNTY, MARYLAND

Sondra M. Blackiston/sw
Sondra M. Blackiston
Clerk

PUBLISH KCN 08/26/21, 09/02/21

Testimony Log

PUBLIC HEARING

September 28, 2021

Jamestown Kitty Knight Hospitality, LLC, Trading as Kitty Knight Class B, Beer, Wine, and Liquor License with Caterer's Privilege

PLEASE SIGN IF YOU WISH TO SPEAK:

NAME (**Please Print**)

1. _____

2. _____

3. _____

4. _____

5. _____

6. _____

7. _____

8. _____

9. _____

10. _____

11. _____

12. _____

13. _____

14. _____

15. _____

16. _____

17. _____

18. _____

John Schratwieser, Director, Kent Cultural Alliance
9/28/2021
County Commissioners Meeting

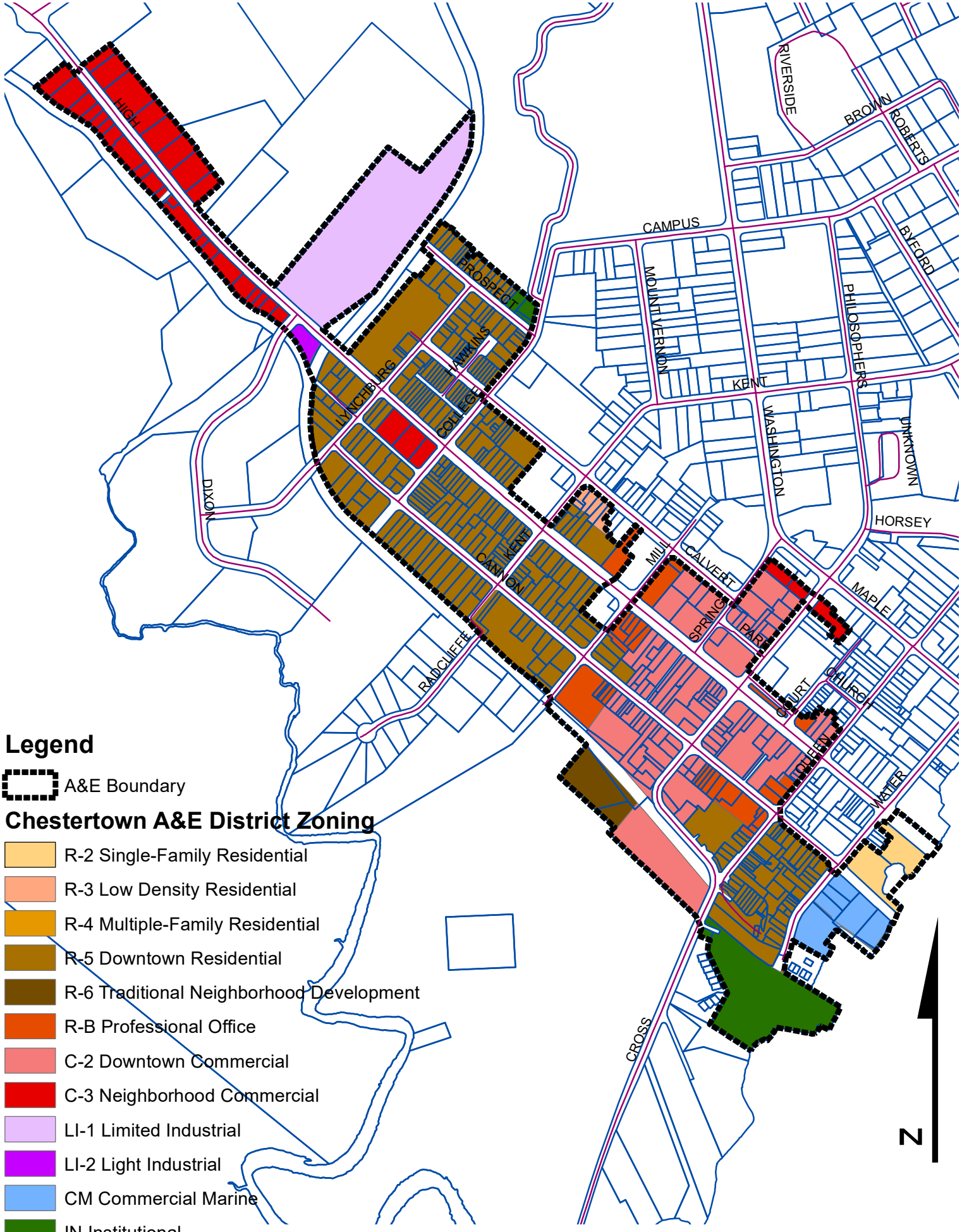
Item Summary:
Letter of Support

ATTACHMENTS:

Description

A&E Expanded District Zoning

09.28.21 Steven Skerritt-Davis, Interim Director, Maryland State Arts Council, Expansion of Chestertown Arts and Entertainment District


HIGH
RIVERSIDE
BROWN
ROBERTS
CAMPUS
RYEORD
PROSPECT
MOUNT VERNON
PHILOSOPHERS
KENT
WASHINGTON
UNKNOWN
LYNCHBURG
HAWKINS
COLLEGE
DIXON
CANNON
KENT
HORSEY
MILL
CALVERT
SPRING
PARK
MAPLE
RADCLIFFE
COURT
CHURCH
QUEEN
WATER
CROSS
N
Legend
A&E Boundary
Chestertown A&E District Zoning
R-2 Single-Family Residential
R-3 Low Density Residential
R-4 Multiple-Family Residential
R-5 Downtown Residential
R-6 Traditional Neighborhood Development
R-B Professional Office
C-2 Downtown Commercial
C-3 Neighborhood Commercial
LI-1 Limited Industrial
LI-2 Light Industrial
CM Commercial Marine
IN Institutional
0
0.05
0.1
0.2
0.3
0.4
0.5
Miles

The County Commissioners of Kent County

P. THOMAS MASON
PRESIDENT
CHESTERTOWN, MD

RONALD H. FITHIAN
MEMBER
ROCK HALL, MD

ROBERT N. JACOB, JR.
MEMBER
WORTON, MD

R. Clayton Mitchell, Jr.
Kent County Government Center
400 High Street
Chestertown, Maryland 21620
TELEPHONE 410-778-4600
E-MAIL kentcounty@kentgov.org
www.kentcounty.com

SHELLEY L. HELLER
COUNTY ADMINISTRATOR

THOMAS N. YEAGER
COUNTY ATTORNEY

September 28, 2021

Steven Skerritt-Davis
Interim Director
Maryland State Arts Council
175 W. Ostend Street
Baltimore, MD 21230

RE: Expansion Area of Chestertown Arts and Entertainment District

Dear Mr. Skerritt-Davis:

The County Commissioners of Kent County, Maryland are pleased to support the application of the Kent Cultural Alliance, on behalf of the Town of Chestertown for the expansion area of the Chestertown Arts and Entertainment District. The expansion area will include more affordable real estate, more industrial spaces for possible artists' studios, and incorporate the historically Black community of Uptown.

We acknowledge that this support includes income tax subtraction modification for independent artists who live anywhere in Maryland and creates and sells their work in this or any of the twenty-nine Arts and Entertainment Districts in Maryland, admissions and amusement tax exemption for qualified artists, and property tax abatement, for ten years, on the increase of assessed value attributable to renovations of property within the District that creates live-work space or space for the arts and entertainment enterprises.

We respectfully request your favorable review of Kent Cultural Alliance's application. We thank you for the opportunity to offer support for this application.

Very truly yours,
THE COUNTY COMMISSIONERS
OF KENT COUNTY, MARYLAND

P. Thomas Mason

P. Thomas Mason, President

Ronnie Fithian

Ronald H. Fithian, Member

Robert N. Jacob, Jr., Member

KCC/sw
cc: John Schratwieser, Director, Kent Cultural Alliance
David Foster, Mayor and Council Members, Town of Chestertown

Office of Emergency Services
9/28/2021
County Commissioners Meeting

Item Summary:
Vacant EMT-B Position

ATTACHMENTS:
Description

Bill Mackey, Director, Planning, Housing, and Zoning
9/28/2021
County Commissioners Meeting

Item Summary:
On June 15, 2021, the Board of County Commissioners conducted a Public Hearing to obtain the views of citizens on community development and housing needs related to the submission of an application to the Maryland Community Development Block Grant Program (CDBG). The Kent County application requests $100,000.00 of funding for a HUD-Certified Housing Counselor (HCHC) for the Maryland Rural Development Corporation (MRDC). The funding is for retention of MRDC's existing HCHC who provides comprehensive housing counseling services for residents of Kent, Caroline, Cecil, and Queen Anne's County.

In July 2021, the County Commissioners of Kent County, Maryland received approval from the Maryland Department of Housing and Community Development (DHCD) for $100,000.00 for the requested assistance.

The attached agreement is provided by DHCD for signature by the County to receive the funds. There are $3,640.00 noted in Exhibit B for the budget as the County's contribution. They are for in-kind administration.

Staff recommends approval.

ATTACHMENTS:
Description
CDBG Grantee Agreement - Cover Letter

Maryland
DEPARTMENT OF HOUSING
AND COMMUNITY DEVELOPMENT

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

September 16, 2021

The Honorable P. Thomas Mason
President
Board of County Commissioners
Kent County
400 High Street
Chestertown, MD 21620

Re: Grant Agreements
Maryland Community Development Block Grant Program
Grant No.: MD-22-CD-1 Housing Counseling

Dear President Mason:

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

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

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

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

Sincerely,

Cindy Stone
Director
Community Development Programs

cc: William Mackey, County

DEPARTMENT OF
PLANNING, HOUSING & ZONING
RECEIVED 9/20/21

Jamie Williams, Director, Economic and Tourism Development
9/28/2021
County Commissioners Meeting

Item Summary:
Destination Marketing Organization Grant

ATTACHMENTS:

Description

09.28.21 MD Dept. of Commerce MD Tourism Development Board, FY2022 Destination Marketing Organization Grant Agreement, Between the Dept. of Commerce and KC Dept. of Economic & Tourism Development, Marketing KC to Visitors

MARYLAND DEPARTMENT OF COMMERCE
MARYLAND TOURISM DEVELOPMENT BOARD

FY 2022 DESTINATION MARKETING ORGANIZATION

GRANT AGREEMENT

THIS GRANT AGREEMENT ("Agreement") is made between the Department of Commerce ("Commerce" or the "Department"), a principal department of the State of Maryland (the "State"), acting through the Maryland Tourism Development Board ("MTDB"), an agency of the Department, and the Kent County Department of Economic & Tourism Development ("Grantee") whose Federal Identification Number is 52-6000974.

RECITALS

A. Grantee has requested grant assistance from MTDB in order to undertake activities consistent with Section 4-202 of the Economic Development Article of the Maryland Code, which establishes as MTDB's mission: "To guide, stimulate, and promote the coordinated, efficient, and beneficial development of travel and tourism in the State so that the State can derive the economic, social, and cultural benefits of travel and tourism to the fullest extent possible."

B. Consistent with Sections 4-212, 4-213 and 4-214 of the Economic Development Article of the Maryland Code, which require MTDB to: develop an annual marketing plan; encourage, assist, and coordinate the tourism activities of local and regional promotional organizations; and spend funds for the assistance and development of tourism and travel industries in the State, MTDB
has developed a policy to financially support those political subdivisions that have presented viable marketing plans that are consistent with the State's annual tourism marketing plan. Section 4-214 further provides that the MTDB "shall set policies for spending money on tourism advertising, written and graphic materials, cooperative and matching promotional programs, and other tourism and travel developmental and promotional activities for the State; spend money of the Fund to plan, advertise, promote, assist, and develop the tourism and travel industries in the State; and beginning in Fiscal Year 2011, provide grants of not less than $2,500,000 in total each fiscal year to destination marketing organizations for the purpose of attracting visitors to the State."

C. MTDB has approved the award of funding assistance to Grantee, to be expended by Grantee in accordance with this Agreement and the MTDB FY 2022 Destination Marketing Organization Grant Guidelines, attached hereto and incorporated herein as Exhibit A.

THEREFORE, IN CONSIDERATION of the foregoing and the mutual promises and covenants contained in this Agreement, MTDB and Grantee agree as follows:

1. Grant. MTDB agrees to provide Grantee with funds in an amount not to exceed Forty Five Thousand Two Hundred Sixty Five Dollars ($45,265.00) (the "Grant" or "Grant Funds"), subject to the availability of funds for such purpose.

a) Grant Formula: MTDB has awarded the Grant based on Grantee's 5-year average of awards.

b) Grant Term: The Agreement is in effect from July 1, 2021 to June 30, 2022.

c) Grantee will participate in the annual Tourism Economic Impact Report for the State of Maryland and Maryland's DMO's.

2. Purpose. Grantee may use the Grant only for the purposes and in the manner set forth in its 2022 Destination Marketing Organization Application Questionnaire, attached hereto and incorporated herein as Exhibit B.

3. Guidelines. Execution of this Agreement by Grantee shall bind Grantee to all terms and conditions set forth in Exhibit A.

4. Disbursement.

a) Allowable Expenditures will be reimbursed at a rate of either 100% or 50% as described in Exhibit B. Any expenditure not explicitly identified in these guidelines is ineligible for reimbursement. OTD shall have the right to review and reject any expenditure deemed in its sole discretion to be ineligible.
b) Grantee must submit all reimbursement requests no later than July 18, 2022. Disbursements of Grant Funds are subject to the continuing availability of funds for such purpose, the State's fiscal position, the Department's financial resources, and compliance with all applicable laws. The Department may, at any time, assess the State's fiscal position and the Department's financial resources and reduce the amount of undisbursed Grant funds. If Grantee is a nonprofit entity under Section 501(c)(3), (4) or (6) of the Internal Revenue Code, the Grant Funds may be applied toward indirect costs in accordance with Section 2-208 of the State Finance and Procurement Article, Annotated Code of Maryland. Grantee shall report any Grant Funds applied to indirect costs in funding requests and financial reports submitted to Commerce.

5. Notices. All notices, requests, and consents made pursuant to this Agreement must be in writing or via email. Any communication is effective when mailed, first-class postage prepaid, as follows:

a) Submit Grant Agreement with Exhibits A, B, W-9 Request for Taxpayer Identification Number and Certification (completed), C (when applicable) and all other applicable correspondence, including but not limited to, advertising creative approval requests, reimbursement requests, invoices, qualifying expenditure reports, via email to:

Mr. Peter Cento
EMAIL: peter.cento@maryland.gov
Maryland Office of Tourism Development
401 East Pratt Street, 14th Floor
Baltimore, MD 21202
TEL: 410.767.6295

b) Submit copies of all applicable correspondence as noted above to:

Ms. Marci Wolff Ross, Senior Assistant Director for Tourism Development
EMAIL: marci.ross@maryland.gov
Maryland Office of Tourism Development
401 East Pratt Street, 14th Floor
Baltimore, MD 21202
TEL: 443.498.3842

c) Communications to Grantee (required):
Jamie Williams, Director
Kent County Department of Economic & Tourism Development
400 High Street, 3rd Floor
Chestertown, MD 21620
410-778-0416
jlwilliams@kentcounty.org

d) Communications to Grantee (alternate):
Jana Carter, Tourism Manager
Kent County Department of Economic & Tourism Development
400 High Street, 3rd Floor
Chestertown, MD 21620
410-810-2216
jcarter@kentgov.org

6. Amendment. This Agreement may be amended only by a written instrument executed by both parties.

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

8. Political Contributions.

a) Grantee shall not use any Grant Funds to make contributions: to any persons who hold, or are candidates for, elected office; to any political party, organization, or action committee; or in connection with any political campaign or referendum.

b) If in any fiscal year ending during the term of this Agreement Grantee derives more than 50% of its operating funds from State funding, it shall not contribute any money or thing of value: to any persons who hold, or are candidates for, elected office; to any political party, organization, or action committee; or in connection with any political campaign or referendum.

9. Entire Agreement. This Agreement, together with the Exhibits attached to this Agreement and incorporated by reference, represents the complete and final understanding of the parties. No other understanding or representations, oral or written, regarding the subject matter of this Agreement may be deemed to exist or to bind the parties at the time of execution.

10.. Termination Prior to Expiration of Term Period. The Department and/or the State reserves the right to terminate the Agreement by written notice to Grantee if (a) the purpose of the Agreement can no longer be fulfilled or met, (b) Grantee materially fails to perform its obligations under the Agreement or otherwise violates the terms of the Agreement and/or any exhibits attached thereto, or (c) it's in the best interest of the Department and/or the State to terminate. Unless such termination is due to Grantee's failure to perform its obligations or Grantee's violation of the Agreement, the Department shall disburse Grant Funds to cover the Allowable Expenses incurred by Grantee prior to termination. In the event the termination is due to Grantee's failure to perform or Grantee's violation of the Agreement, the Department may require Grantee to repay all disbursed Grant Funds. Nothing in this provision relieves the Grantee from liability for any damages caused by Grantee's failure to perform or Grantee's violation of this Agreement. Grantee shall indemnify and hold harmless the Department for any damages, costs, or expenses, including reasonable attorney's fees and court costs, due to Grantee's failure to perform and/or violations of this Agreement.

WITNESS/ATTEST:

By: Lacey T. Cox 09/28/21
(Signature)

Lacey T. Cox
(Typed Name)

GRANTEE:

By: P. Thomas Mason
(Signature) 09/28/21

P. Thomas Mason
(Printed Name)

President, County Commissioners of Kent County, Maryland
(Title)

WITNESS: **MARYLAND TOURISM DEVELOPMENT BOARD:**

_____ By: _____

_____ _____
(Printed Name and Title)

Date: _____

Approved for form and legal sufficiency by:

_____, Assistant Attorney General

Attachments:
Exhibit A: FY 2022 DMO Grant Guidelines
Exhibit B: FY 2022 DMO Application Questionnaire
Exhibit C: Application Affidavit, if applicable

Exhibit A

Department of Commerce
Maryland Tourism Development Board
Maryland Office of Tourism Development

FY 2022 DESTINATION MARKETING ORGANIZATION GRANT GUIDELINES

I. PURPOSE AND ELIGIBILITY

A. It is the purpose of these grant guidelines, provided in accordance with the policies adopted by the Maryland Tourism Development Board ("MTDB") on September 20, 1995, as amended and in concurrence with actions taken during a meeting on October 7, 1997, to govern the award of grants to Maryland political subdivisions to supplement local funds for tourism marketing and development. This program is known as the Destination Marketing Organization Grant Program and is administered by the Office of Tourism Development ("OTD") on behalf of MTDB, an agency of the Department of Commerce ("Commerce" or "the Department").

By authority granted to MTDB under the Economic Development Article in the Annotated Code of Maryland, Section 4-213 (10) and (11), MTDB is to, "cooperate with other public units and private organizations to develop and promote the State's tourism and travel industries" and "encourage, assist, and coordinate the tourism activities of local and regional promotional organizations." Section 4-214 further provides that the MTDB "shall set policies for spending money on tourism advertising, written and graphic materials, cooperative and matching promotional programs, and other tourism and travel developmental and promotional activities for the State; spend money of the Fund to plan, advertise, promote, assist, and develop the tourism and travel industries in the State; and beginning in Fiscal Year 2012, provide grants of not less than $2,500,000 in total each fiscal year to destination marketing organizations for the purpose of attracting visitors to the State."

B. Each Maryland County, Ocean City and the City of Baltimore is eligible for a Destination Marketing Organization (DMO) grant. No more than one DMO grant shall be awarded to the aforementioned jurisdictions. MTDB will make the grants directly to the DMO that is recognized by the chief elected official of the aforementioned jurisdictions.

C. Each DMO must participate in the Tourism Economic Impact Report for the State of Maryland and Maryland's DMO's. The annual cost for participation is eligible for reimbursement through this program as noted in Section VI.F.1. of these guidelines.

II. GRANT AMOUNT AND CONDITIONS FOR DISBURSEMENT

A. Grants are awarded based on the availability of grant funds in the MTDB's approved budget.

B. Grants are allocated based on a 5-year average of previous grant awards.

C. In-kind services are not eligible for reimbursement with State Grant Funds.

D. When it is deemed appropriate, MTDB may request interim reports or review of expenditures.

E. All State Grant Funds are subject to audit.

F. Grant Funds will be disbursed as reimbursements only for Allowable Expenditures which meet the criteria outlined in Section VI of these Guidelines and as follows:

1. Grantee must complete and submit Reimbursement Requests in the format stipulated by OTD.
2. Grantee must submit required proof of performance in the format stipulated by OTD in VI. A – G of these guidelines.
3. Approval Reimbursement Requests are subject to compliance with the terms and conditions of these guidelines, which shall be determined solely by OTD.
4. Reimbursements will not exceed the amount of the grant award.

G . Disbursements of Grant Funds are subject to the continuing availability of funds for such purpose, the State's fiscal position, the Department's financial resources, and compliance with all applicable laws. The Department may, at any time, assess the State's fiscal position and the Department's financial resources and reduce the amount of undisbursed Grant Funds.

H. Indirect costs are eligible for reimbursement as follows:

1. If Grantee is a nonprofit under Section 501(c)(3), (4) or (6) of the Internal Revenue Code, the Grant Funds may be applied to indirect costs in accordance with Section 2-208 of the State Finance and Procurement Article, Annotated Code of Maryland and Code of Federal Regulations Office of Management and Budget's Uniform Guidance in 2 C.F.R. 200. Grantee must provide federal verification of its negotiated indirect cost rate in advance of reimbursement.
2. If Grantee is not a nonprofit under Section 501(c)(3), (4) or (6) of the Internal Revenue Code, Grantee may apply Grant Funds to indirect costs at a rate of 10% of costs that would be considered modified total direct costs under the US Office of Management and Budget (OMB) Uniform Guidance.
3. Grantee shall report any Grant Funds applied to indirect costs in the format stipulated by OTD.

III. GRANT TERMS

A. **These Guidelines are incorporated into the Grant Agreement as Exhibit A.** By signing the Agreement, Grantee agrees to the terms set forth in these Guidelines.

B. The grant period is July 1, 2021 – June 30, 2022. Grant funds shall be expended for costs incurred and/or invoiced during this period. Unless sooner terminated for default (as described

below) or by the mutual consent of Grantee and MTDB/OTD, the Agreement remains in effect until the final amounts properly due under the Grant have been disbursed, all reports and records due by Grantee have been received by MTDB/OTD, and there has been a final settlement and conclusion between MTDB/OTD and Grantee of all issues arising out of the Grant.

C. MTDB/OTD reserves the right to retain any Grant Funds remaining undisbursed after June 30, 2022.

IV. FY 2022 DMO MARKETING APPLICATION QUESTIONNAIRE

A. Grantee must complete and submit its FY 2022 Destination Marketing Organization (DMO) Marketing Questionnaire in the format provided by OTD. **The FY 2022 DMO Marketing Application Questionnaire is incorporated into the Grant Agreement as Exhibit B.**

B. Grant Funds are awarded:
   1. with the objective of attracting overnight visitors to the state;
   2. with the intention to supplement Grantee's marketing budget;
   3. to support activities outlined in Exhibit B; and,
   4. to enhance the State's marketing efforts in accordance with the Direct Costs included in these Guidelines.

V. APPLICATION AFFIDAVIT AND SUBMISSION INSTRUCTIONS

A. Grantee must complete and submit an Application Affidavit (when applicable) as provided by OTD**. The Application Affidavit is incorporated into the Grant Agreement as Exhibit C.**

B.Submit Grant Agreement with Exhibits A, B, W-9 Request for Taxpayer Identification Number and Certification (completed), C (when applicable) and all other applicable correspondence, including but not limited to, advertising creative approval requests, reimbursement requests, invoices, qualifying expenditure reports, via email to:

Mr. Peter Cento
EMAIL: peter.cento@maryland.gov
Maryland Office of Tourism Development
401 East Pratt Street, 14th Floor
Baltimore, MD 21202
TEL: 410.767.6295

C. Submit copies of all applicable correspondence as noted above to:

Ms. Marci Wolff Ross, Senior Assistant Director for Tourism Development
EMAIL: marci.ross@maryland.gov
Maryland Office of Tourism Development
401 East Pratt Street, 14th Floor
Baltimore, MD 21202

TEL: 443.498.3842

D. Submit completed hard copy Reimbursement Requests, invoices, ad creative and other required proof of performance to Mr. Peter Cento at the address noted above.

VI. ALLOWABLE EXPENDITURES FOR FY 2022

It is the purpose of the grant program to supplement DMO marketing costs, not to replace them. Grant Funds shall be used to increase the effect and impact of DMO marketing activities beyond the ability of local funds.Any expenditure not explicitly identified in these guidelines is ineligible for reimbursement. Grantees are encouraged to contact OTD via email in advance of their expenditure commitment to ensure that it qualifies under these guidelines. OTD shall have the right to review and reject any expenditure deemed in its sole discretion to be ineligible.

DIRECT & INDIRECT COSTS

A. **Advertising Placement -** means the actual time, space and/or other format purchased to communicate a message that inspires in-bound and/or in-state travel.

1. Direct costs are limited to the purchase of the following media:

    a. Print
    b. Digital advertising includes online display, video placement, sponsored content, native ads, etc.
    c. Television time
    d. Radio Time
    e. Outdoor space such as billboard, transit mktg., etc.
    f. Social Media – Facebook and Instagram only - all other social media outlets need prior approval by OTD before placement

2. Requirements and Conditions:

    a. General Conditions - All advertising paid for wholly or in part with grant funds must meet all of the following general conditions:

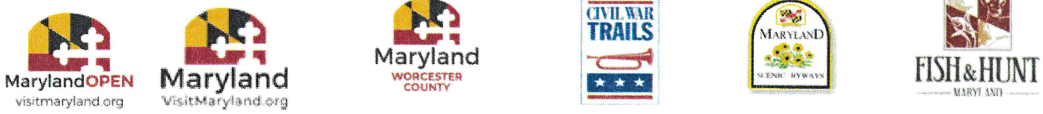
        1) Promote in-bound travel and only contain tourism businesses, experiences and/or messages;
        2) Not include names of elected officials or organizations whose primary function is not in-bound tourism;
        3) Contain a "call-to-action" to Grantee's website, social media outlet and/or toll-free number; and,
        4) Contain an OTD-approved logo unless it is:
            a) Placed in an OTD-produced publication (defined as only those publications

that are printed and paid for by OTD); or,

b) Part of OTD's co-op print advertising placements in AAA World and Meredith Publications.

NOTE: All other digital and print co-ops arranged by OTD must include an OTD-approved logo, tagline or social media tag.

OTD-approved Logos:



b. **50% Reimbursement Requirements**:

1) Print and Digital:
   a) Ads must include one of the logos identified in A.2.a. of these guidelines with exception of sponsored content (see 1)d) below). Logos must be a minimum of 3/4" in width for all ads equal in size or larger than 2.5" wide by 4" tall.
   b) Reimbursement Requests for **print costs** must include the following documentation - invoice, original print ad copy and publication cover if ad copy does not include date of issue.

      NOTE: Digital versions of covers and ad copy are acceptable in lieu of printed versions.

   c) Reimbursement Requests for **digital online display costs** must include the following documentation - invoice, ad copy in actual size and verification of times/dates when advertising ran OR activity reports that verify placement.
   d) Reimbursement Requests for **digital sponsored content** must include the following documentation - invoice, content copy in actual size and verification of times/dates when copy ran OR activity reports that verify placement.
   e) Reimbursement Requests for **Google Ad costs** must include the following documentation - invoice, ad copy in actual size and verification of times/dates when copy ran OR activity reports that verify placement.
   f) **Sponsored content and Google Ads** must include the following tagline "Maryland. Open." DMO may add their county or destination name before Maryland such as "Visit Baltimore, Maryland. Open."

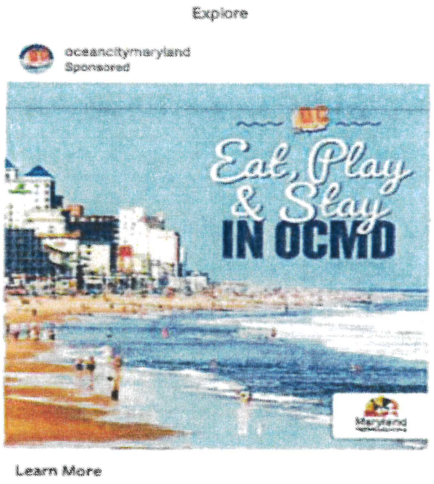
2) TV and Video:
   a) Ad copy must include one of the logos identified in A.2.a of these guidelines. Logos must appear for no less than three seconds and be clearly identifiable and readable.
   b) Reimbursement Requests must include the following documentation - invoice, ad copy on a storage device and verification of times/dates when

advertising/video ran OR activity reports that verify placement.

3) Radio:
   a) Ad copy must include the following verbal tagline: "Maryland. Open."
   b) Reimbursement Requests must include the following documentation - invoice, verification of times/dates when advertising ran, and **written or recorded** ad copy.

4) Outdoor spaces:
   a) Ad copy must include one of the logos identified in A.2.a of these guidelines. Logos must appear at a size that is applicable to the media and be clearly identifiable and readable.
   b) Reimbursement Requests must include the following documentation - invoice, ad copy or image showing the ad and verification of the dates the ad ran.

5) Social Media – Facebook and Instagram
   a) Grantee must "friend" and/or "follow" OTD for ads to be eligible for reimbursement.
   b) Facebook posts must include the OTD tag: **Be Open for it @TravelMD**
   c) Facebook sponsored content must include the logo as noted below:



   d) Instagram posts must include the OTD tag: **Be Open for it @VisitMaryland**
   e) Reimbursement Requests must include the following documentation - invoice and ad copy.

c. **100% Reimbursement Requirements** - Grantee must do at least one of the following:

1) Participate in OTD-developed Cooperative Advertising placements;
2) Use OTD's advertising creative platform;
3) Place ads in OTD, Capitol Region USA and Brand USA publications; and/or,
4) Place advertising in high-value geographic markets which are more than 50 miles

away from the destination as listed in Grantee's Exhibit B - Marketing Plan Form and/or are identified below:

- NJ – Newark, Orange, Princeton and north
- NY – New York City
- OH - Cleveland
- PA - Pittsburgh, Harrisburg, Philadelphia
- NON-CRUSA INTERNATIONAL – Korea, Canada (Toronto, Montreal)

5) Reimbursement Requests for these costs must meet the same respective requirements and documentation as noted for VI.A.b.1 -5.

B. **Consumer/Travel Trade Shows –** means consumer and travel trade shows in identified target markets, such as Group Tour, Meetings, Public Relations, Conventions and Sports, where the DMO sells its travel products. Both in-state and out-of-state shows are allowed.

1. Direct costs include booth space purchases and associated delegate registration costs.
2. Reimbursement rate is **100%.**
3. Reimbursement Requests must include an invoice or a confirmation of payment via credit card via email receipt or credit card statement.

C. **Event Sponsorship** - means financial support for multi-day (days must be consecutive) events such as conventions, meetings, sports, festivals, etc. that attract a majority of attendees from beyond fifty miles away and are closely related to the region's most significant and/or differentiating attractions/experiences.

1. Reimbursement rate is **50%.**
2. Reimbursement Requests must include an invoice containing the word "sponsorship" and documentation that specifies the sponsorship amount and dates of the event.

D. **FY22 Partnership Activities –** means certain activities directly endorsed by OTD in its annual marketing and development plan.

1. Reimbursement rate is **100%.**
2. Reimbursement Requests must include an invoice.
3. Direct costs include:

   a. The Tourism Economic Impact Study in Maryland, a partnership between the MTDB/OTD and the DMOs, at a cost of $1,300.

NOTE: Grantees are required to participate in the Tourism Economic Impact Study to be eligible for grant funds.

   b. Financial support for product development initiatives outlined in OTD's Annual Marketing and Development Plan. This includes, but is not limited to:

1) Interpretive Marker fabrication and maintenance fees that are part of Maryland Scenic Byways, Maryland Civil War Trails, National Underground Railroad Network to Freedom Program, etc.;
2) Maryland Most Powerful Underground Railroad Storytelling Destination in the World Initiative including fees for the research and development of National Park Service National Underground Railroad Network to Freedom nominations;
3) Participation in OTD's Maryland-on-the-Road, CRUSA and/or BRUSA activities that are invoiced by the aforementioned organizations;
4) Travel Trade Group Tour partnership opportunities approved by OTD;
5) Maryland Scenic Byways Collateral Development; and,
6) Sponsorship of in-state MATPRA meetings; and,
7) Other partnership activities as defined in writing between OTD and grantee.

E. **Indirect Costs** – means costs defined under the Code of Federal Regulations Office of Management and Budget's Uniform Guidance in 2 C.F.R. 200.

1. Reimbursement rate is **100%.**
2. Reimbursement Requests must include invoice or receipt that specifies the indirect cost.

NOTE: Search Engine Optimization, E-newsletter Production/Distribution, Team Maryland non-trade show expenses and delegate registration for professional development activities such as US Travel's ESTO, Destinations International's Annual Convention and the Maryland Travel and Tourism Summit are also considered indirect costs.

VII. NON-ALLOWABLE EXPENSES FOR FY 2022

Grant Funds shall not be used to:

- Support the religious aspects of any event or promotional campaign;
- Offset, match, or subsidize any other state funds;
- Purchase travel, food and/and beverage expenses of any kind; and/or,
- Operate a DMO beyond what is specifically described in these guidelines.

VIII. APPLICATION, REIMBURSEMENT REQUESTS, REPORTS, RECORD RETENTION AND AUDIT

A. Application Process:

- **Step 1:** Grantee completes Exhibit B - application questionnaire.
- **Step 2:** Upon review and approval of the application questionnaire, OTD sends electronic versions of the application kit as attachments to the Grantee for completion and signature. The application kit includes the grant agreement, Exhibit A - guidelines, Exhibit B - grantee completed marketing application form, blank W-9 Request for Taxpayer Identification Number and Certification form and Exhibit C - application affidavit, if applicable.

- **Step 3:** Grantee returns all completed application kit documents in ***one email as separate attachments*** to peter.cento@maryland.gov with a copy to marci.ross@maryland.gov.

  NOTE: For W-9 Request for Taxpayer Identification Number and Certification, scan and return Page 1 only.

- **Step 4:** OTD processes application kit for internal signatures and returns a fully-signed copy to Grantee.

B. Reimbursement Request Process:

- **Step 1: Submission of Reimbursement Requests** - Reimbursement requests must be submitted in the format stipulated by OTD, including documentation meeting all of the requirements and conditions outlined in Section VI. of these Guidelines.
- **Step 2a: Notification of Reimbursement Approval** - Upon approval of eligible costs, OTD will notify grantee via email of the approved amount in a revised Reimbursement Request form.
  Step 2b: Return of Ineligible Costs - OTD will return ineligible cost documents to the Grantee via U.S. Mail.
- **Step 3:** Upon receipt of revised Reimbursement Request form, Grantee will submit a completed invoice on Grantee letterhead in the format stipulated by OTD to peter.cento@maryland.gov with a copy to marci.ross@maryland.gov.
- **Step 4:** OTD will process the invoice/approved amount for payment.

  NOTE: Reimbursement requests may be for full or partial amounts of the grant award and in amounts no less than $5,000 unless it is the final request that closes the grant. All reimbursement requests are due to OTD no later than July 18, 2022.

C. Upon request, OTD will provide a mid-year report indicating the status of the reimbursement process and the amount of any remaining Grant Funds.

D. Grantee must submit a Qualifying Expenditure Report in the format stipulated by OTD.

E. Grantee shall allow any duly authorized representative of Commerce or the State to inspect and audit, at reasonable times, all records and documents of Grantee relating to the Grant, which records Grantee shall retain until three years after expiration of the grant period.

IX. COMPLIANCE WITH APPLICABLE LAW

Grantee must comply with all applicable federal, State, and local law.

X. CONSERVATION

It is OTD's policy to promote sound environmental practices. To that end, OTD favors the use of recyclable or recycled products. Applicants are encouraged to incorporate such practices.

XI. FAIR PRACTICES CERTIFICATION

Grantee must prohibit discrimination on the basis of: (i) political or religious opinion or affiliation, marital status, race, color, creed, or national origin, (ii) sex or age, except when age or sex constitutes a bona fide occupational qualification, or (iii) the physical or mental disability of a qualified individual with a disability.

XII. DRUG AND ALCOHOL FREE WORKPLACE

Grantee must make a good faith effort to eliminate illegal drug use and drug and alcohol abuse from the workplace. Specifically, Grantee must:

A. Prohibit the unlawful manufacture, distribution, dispensation, possession, or use of drugs in its workplace.

B. Prohibit its employees from working under the influence of alcohol or drugs.

C. Not hire or assign to work on an activity funded in whole or part with State funds, anyone whom it knows, or in the exercise of due diligence should know, currently abuses alcohol or drugs and is not actively engaged in a bona fide rehabilitation program;

D. Promptly inform the appropriate law enforcement agency of every drug related crime that occurs in its workplace if it or its employee has observed the violation or otherwise has reliable information that a violation has occurred; and notify employees that drugs and alcohol abuse are banned in the workplace, impose sanctions on employees who abuse drugs and alcohol in the workplace, and institute steps to maintain a drug and alcohol free workplace.

XIII. DEFAULT

A. A default consists of: (i) any use of Grant Funds for any purpose other than authorized; or (ii) any breach of any covenant, agreement, provision, representation or warranty of Grantee made in the Agreement.

B. Upon the occurrence of any default, Commerce may immediately suspend Grantee's authority to receive any Grant funds.

C. If a default occurs, Grantee shall have 30 days from the date Commerce's notice of default was postmarked to cure the default. After the conclusion of this 30-day period, if Grantee has not cured the default to the satisfaction of Commerce, Commerce may terminate the Agreement. In the event of termination:

1. Grantee's authority to request a disbursement ceases and Grantee has no right or interest to any of the undisbursed Grant Funds; and,
2. Commerce may immediately demand and receive repayment of all or a part of any Grant Funds which have been disbursed.
3. In addition to the remedies specified, if a default occurs, Commerce may at any time

proceed to protect and enforce all rights available to it, by suit in equity, action at law, or by any other appropriate proceedings, which rights and remedies survive the termination of the Agreement.

XIV. **INDEMNIFICATION**

Grantee releases Commerce and MTDB from, agrees that Commerce and MTDB shall not have any liability for, and agrees to protect, indemnify and save Commerce and MTDB harmless from and against any and all liabilities, suits, actions, claims, demands, losses, expenses and costs of every kind and nature incurred by or asserted or imposed against Commerce or MTDB as a result of or in connection with the Grant. All the money expended by Commerce or MTDB as a result of such liabilities, suits, actions, claims, demands, losses, expenses or costs, together with interest at a rate not to exceed the maximum interest rate permitted by law, shall constitute an indebtedness of Grantee and shall be immediately and without notice due and payable by Grantee to Commerce or MTDB.

Exhibit B - FY22 DMO GRANT APPLICATION QUESTIONNAIRE

Instructions: Answer each question succinctly. If a question does not apply, answer with a N/A. When completing the tables, leave non-applicable items blank.

Email *

jcarter@kentgov.org

General Information

Name of Destination Marketing Organization: *

Kent Co. Dept. of Economic & Tourism Development

Name of Person Completing this Form: *

Jana Carter

FY22 Total Budget (includes all costs [operations, marketing, development, personnel, etc.] EXCEPT OTD grant): *

$336,548

Amount of Total Budget funded through local lodging taxes (if applicable): *

$34,000

Situational Analysis

Describe any unique and/or significant opportunities you will have during the next 24-36 months: *

We will have opportunities to partner with and promote Kent County's Chesapeake Bay Storytellers. Explore more diverse digital marketing opportunities via leveraging various mediums. Regional marketing opportunities promoting the Chesapeake Country All American Road.

Describe any specific challenges and/or issues you will face during the grant term: *

We will be challenged with budget constraints as we continue to navigate the pandemic. The limited marketing budget will make it difficult to reach potential visitors, which affects visitation.

Explain if/how/why your organizational budget and/or organizational structure has changed for this grant term: *

Due to the combining of departments (Economic Development and Tourism Development), the budget was also combined, therefore, allowing us to re-evaluate marketing efforts and engage in a more collaborative process for advertising.

What destinations are your toughest competition and why? *

New Jersey beach resorts, Ocean City, MD, St. Michaels, MD, Annapolis, MD and Cambridge, MD. Each of these destinations has a major competitive component - water-related activities and history. St. Michaels, Annapolis and Cambridge target the same visitor demographic, while offering similar historic and Main Street experiences. All of these destinations have larger advertising budgets than Kent County and access to State and Federal resources to supplement budgets.

Name the top three “differentiators” and/or “superlatives” you will market that are associated with the Arts: *

1. Arts organizations - Kent Cultural Allianc
2. Performing arts - theatre, concert venues, festivals and events
3. Artisans & crafters - galleries, studios, hands-on workshops, events

Name the top three "differentiating" and/or "superlative" Attractions you will market: *

1. Water activities - charters (boating, sailing), paddling, fishing, events
2. History - Main Streets, museums, tours, events
3. Agritourism - vineyards, wineries, farm-to-table, events

Name the top three Culinary "differentiators" and/or "superlatives" you will market: *

1. Wineries, vineyards and distillery
2. Waterfront dining - on land, chartered cruises, events
3. Farm-to-table cuisine - pick-your-own, restaurants utilizing local food sources, special events, al-fresco

Name the top three "differentiators" and/or "superlative" multi-day Events you will market, including their dates: *

1. Chestertown Tea Party - May 20 - 22, 2022
2. Pirates and Wenches Weekend - August 12 - 14, 2022
3. African American Legacy Day - August 19 - 20, 2022
4. Rock Hall FallFest - October 8, 2022

Name the top three "differentiators" and/or "superlatives" you will market that are associated with History: *

1. Museums of Kent - driving tours, events
2. Walking Tours - Main Streets, African American, Ghost tours
3. Washington College - Starr Center for the Study of the American Experience

Name the top three Land-based Outdoor Recreation "differentiators" and/or "superlatives" you will market: *

1. Eastern Neck National Wildlife Refuge - winter bird walks
2. Beaches - Betterton and Rock Hall
3. Biking and walking trails

Name the top three water-based "differentiators" and/or "superlatives" you will market: *

1. Sailing charters - Shardana (Chesapeake Bay Storyteller) corporate team building program
2. Fishing, crabbing, oystering
3. Paddling and kayaking

What products and/or services fit into these three partnerships: Maryland: The Most Powerful Underground Railroad Storytelling Destination in the World, Maryland's Trail System Second to None and The Great Chesapeake Bay Loop? *

Kent County National Park Service Network to Freedom sites (Henry Highland Garnett escape site, Grantham & Forest Farm) and Isaac Mason escape site (Kent Cultural Alliance building), Chesapeake Bay Storyteller Shardana Sailing Charters, Town of Rock Hall working waterfront (designated site along Chesapeake Country All American Road)

Geographic Markets & Target Audiences

Indicate the status of each applicable over-night market: *

	Researching	Interested	Emerging	Mature
Cincinnati, OH	☑	☐	☐	☐
Cleveland, OH	☑	☐	☐	☐
Columbus, OH	☑	☐	☐	☐
New York City	☐	☐	☑	☐
Newark, NJ	☐	☐	☐	☑
Orange, NJ	☐	☐	☐	☑
Princeton Area, NJ	☐	☐	☐	☑
Pittsburgh, PA	☐	☐	☐	☑
Harrisburg, PA	☐	☐	☐	☑
Philadelphia, PA	☐	☐	☐	☑
Montreal, Canada	☐	☑	☐	☐
Toronto, Canada	☐	☑	☐	☐
Korea	☑	☐	☐	☐
Germany	☑	☐	☐	☐
United Kingdom	☑	☐	☐	☐
France	☑	☐	☐	☐

China	☑	☐	☐	☐

List other out-of-state overnight markets and their phase of development (researching, interested, emerging or mature): *

Washington DC (mature), Northern Virginia (emerging), Delaware (mature), North Carolina (researching), other areas of Virginia (interested)

List in-state overnight markets and their phase of development (researching, interested, emerging or mature): *

Central MD (emerging), Eastern Shore (mature), Mountain MD (emerging), Southern MD (interested)

List day-trip markets and their phase of development (researching, interested, emerging or mature): *

Central MD (mature), Eastern Shore (mature), DC (mature), New Jersey (mature), Philadelphia, PA (mature), Northern Virginia (emerging), York, PA (emerging)

Indicate the status of each applicable domestic target audience. (*The acronym SMERF below is Social, Military, Educational, Religious, Fraternal): *

	Researching	Interested	Emerging	Mature
Group Travel/Tour Operator	☐	☐	☑	☐
Sports Events Planners	☑	☐	☐	☐
Meeting & Incentive Planners	☐	☑	☐	☐
Student Travel Providers	☐	☑	☐	☐
SMERF* Planners	☐	☐	☑	☐
AAA Clubs	☐	☐	☐	☑
Retail Travel Agents	☐	☑	☐	☐
Reunion Planners	☐	☑	☐	☐
Hunters	☐	☐	☐	☑
Anglers	☐	☐	☐	☑
Non-hunting Shooting Sports	☐	☐	☐	☑
LBGTQ	☐	☑	☐	☐
African-American	☐	☐	☑	☐
Asian-American	☐	☑	☐	☐
Latinex	☐	☑	☐	☐

List other target audiences and their phase of development (researching, interested, emerging or mature): *

Leisure (mature), Veterans (mature), Business (researching), Day-trip (emerging), Student (researching)

Advertising

What is your estimated advertising placement budget for this fiscal year? *

$98,240

Estimated Spring/Summer Advertising Budget: *

$41,240

Estimated Fall Advertising Budget: *

$38,500

Estimated Winter Advertising Budget: *

$18.500

Estimated Print Advertising Budget: *

$45,940

Estimated TV Advertising Budget: *

$10,000

Estimated Radio Advertising Budget: *

$10,000

Estimated Out-of-Home (Billboards, transit marketing, etc) Advertising Budget: *

$12,300

Estimated digital (online, social, sponsored content, native ads, mobile) Advertising Budget: *

$20,000

Describe and estimate other digital platforms you are considering: *

OTT ($10,000), Virtual Visitors Center ($8,000), Destination App ($5,000)

Are you planning to participate in OTD's co-op program? *

- (●) Yes
- ( ) No
- ( ) Not Sure

If so, when? (Check all that Apply) *

- [x] Spring/Summer
- [x] Fall
- [ ] Not sure

Are you interested in developing and executing a Chesapeake Bay co-op advertising strategy for Spring-Summer-Fall 2022? *

- (•) Yes
- ( ) No
- ( ) Maybe

Public Relations & Social Media

Are you interested in partnering with OTD to host domestic journalist familiarization tours, if opportunities arise? *

- (•) Yes
- ( ) No

Are you interested in partnering with OTD to host international journalist familiarization tours, if opportunities arise? *

- (●) Yes
- ( ) No

If you are interested in hosting journalists, how will you fund their visits to your destination: *

- ( ) Industry in-kind support
- ( ) Budget allocation
- (●) Both

If using your budget, what amount have you dedicated to support journalist familiarization tours? *

$400

Do you have a dedicated social media person on your staff? *

- (●) Yes
- ( ) No

Do you have a strategic social media plan in place for your DMO? *

- [x] Yes
- [ ] No

Do you allocate a portion of your annual budget for paid social media advertising and/or promotion? If yes, approximately how much will you spend and for which social media channel? *

Yes. $2,400 annually.

If you have used an OTD social media guide, rate its value as a helpful tool: *

	0	1	2	3	4	5	
Not applicable	○	○	○	○	○	◉	Really helpful

Publications

Do you produce/distribute an official visitor guide? *

- [x] Yes
- [ ] No

If yes, how often do you produce it and how many do you print? If no, explain. *

Annually. 10,000 copies for 2020 as we transitioned to print table tent cards and window clings with QR coding to download guide which was prompted by the pandemic and digital trends.

Do you produce/distribute a consumer and/or trade e-newsletter? *

- (●) Yes
- ( ) No

If yes, how often do you distribute it/them? *

Monthly

Visual Assets

Would you like access to OTD's video assets to use in your marketing activities? *

- (●) Yes
- ( ) No

Will you share your video assets for OTD's use in our marketing activities? *

- (●) Yes
- ( ) No

Would you like access to OTD's photography assets to use in your marketing activities? *

- (●) Yes
- ( ) No

Will you share your photography assets for OTD's use in our marketing activities? *

- (●) Yes
- ( ) No

Travel Trade Sales Efforts

In FY22, will your activity in this market: (Mark only one box) *

- [ ] Increase
- [ ] Decrease
- [x] Remain the Same

If applicable, describe how you work with AAA/CAA offices to attract visitors to your area. *

N/A

What sports markets are you targeting? *

- (●) Amateur
- ( ) Professional
- ( ) Both
- ( ) Neither

If yes, will your DMO be participating in the Team Maryland Sports Program? *

- ( ) Yes
- (●) No

Regional Marketing Activities

Are you working with other DMOs to market regionally or thematically? *

- (●) Yes
- ( ) No

If so, which DMO's? *

Cecil, Queen Anne's, Talbot, Caroline, Dorchester, Wicomico, Worcester and Somerset

What is the theme and scope of work for these efforts? *

Chesapeake Country All American Road

What are the target markets for the activities? *

Statewide in Maryland, PA, Delaware, New Jersey, DC, Northern Virginia, tour operators, bus associations

In what time period are the activities being conducted? *

FY22

What is the fulfillment process? *

Needs to be developed

What are the desired results from the marketing activities? *

Increase overnight and day-trip visitation, increased visitor spending, brand recognition

Destination Development

Describe any new or expanded lodging facilities opening within the fiscal year, including name, location and their anticipated number of rooms: *

Rock Hall Outdoor Escape, Rock Hall, MD, 10 rooms

Describe any new or expanded tourism assets (attractions, services, events, etc.) opening in this calendar year if not mentioned elsewhere in this form: *

Watershed Restaurant, Rock Hall Outdoor Escape (luxury camping experience), movie theatre with beer & wine license, Phat Daddy's BBQ (soul food restaurant), Chocolatier, Sultana wetlands preserve to encourage environmental education.

Indicate if your DMO markets these products:

	Arts & Ent. District(s)	Main Street(s)	Heritage Area	Scenic Byways	Bike-share Program(s)	Recreational Trails	Local/State/ Fed. Public Lands	Water Trails
Products & Marketing	☑	☑	☑	☑	☐	☑	☑	☑
Content/Listing on website	☑	☑	☑	☑	☐	☑	☑	☑
Content/Listing in printed Guide	☑	☑	☑	☑	☐	☑	☑	☑
Content in Consumer Newsletter	☑	☑	☑	☑	☐	☑	☑	☑
Include in Social Media Posts	☑	☑	☑	☑	☐	☑	☑	☑
Include in Video Products	☑	☑	☑	☑	☐	☑	☑	☑
Include In Press Releases	☑	☑	☑	☑	☐	☑	☑	☑
Identify in Advertising	☑	☑	☑	☑	☐	☑	☑	☑

This form was created inside of State of Maryland.

Environmental Operations Division
9/28/2021
County Commissioners Meeting

Item Summary:
Cliffs City Public Landing Project

ATTACHMENTS:

Description

09.28.21 Contract, By and Between the County Commissioners of Kent County and Lindstrom Excavating Contractors, Inc., Installation of Stone Revetment at Cliffs City Public Landing, Request for Proposal #PL 22-01

CONTRACT

THIS CONTRACT, made this 28th day of September 2021, by and between the County Commissioners of Kent County, a body corporate and politic of the State of Maryland, hereinafter referred to as the OWNER, and Lindstrom Excavating Contractors, Inc., hereinafter referred to as the CONTRACTOR;

WITNESSETH, That for and in consideration of the mutual covenants and promises between the parties hereto, it is fully agreed that:

1. The CONTRACTOR will furnish all of the labor, materials, equipment, and transportation necessary for the installation of stone revetment at Cliffs City Public Landing, in accordance with the specifications and contract documents entitled "The County Commissioners of Kent County, Maryland, Request For Proposal # PL 22-01, For The Installation of Stone Revetment, At Cliffs City Public Landing, Chestertown, MD 21620".

2. LIABILITY INSURANCE. CONTRACTOR shall furnish to Owner, before beginning any work hereunder, a Certificate of Insurance certifying that the Contractor carries comprehensive, general liability insurance coverage through a policy which protects the County , and names the County as an Additional Insured in aggregate liability coverage of not less than Two Million ($2,000,000.00) Dollars.

3. WORKER'S COMPENSATION INSURANCE. CONTRACTOR shall furnish to the County Commissioners, before beginning construction, a Certificate of Workmen's Compensation Insurance covering all employees of said Contract in amounts statutorily required.

4. COMPLETION OF WORK. The CONTRACTOR shall commence the work covered by this contract within fifteen (15) calendar days after the date of receipt of the Notice to Proceed and shall complete the same prior to December 31, 2021, unless the period for completion is extended as provided for in the general conditions.

5. CONTRACT SUM. The OWNER shall pay the CONTRACTOR for the performance of said work, subject to additions or deletions provided herein Forty-Seven Thousand Eight Hundred Dollars ($47,800.00) in conformity with the bid schedule.

6. The contract documents include the following attachment:
    a. Signed Bid Proposal Dated September 8, 2021.

7. The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the general conditions and in such amounts as required by the Contract Documents.

8. This Contract shall be governed by the Laws of the State of Maryland, without regard to its conflicts of law principles. Jurisdiction and venue shall lies in State or federal

located within the State of Maryland.

9. This Contract shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Contract in duplicate, on the date first above written.

WITNESS/ATTEST

Lacey I. Cox 09/28/21

THE COUNTY COMMISSIONERS
OF KENT COUNTY, MARYLAND

By: P. Thomas Mason 09/28/21
P. Thomas Mason, President

09/28/21
Robert N. Jacob, Jr., Member

Ronnie Fithian 09/28/21
Ronald H. Fithian, Member

LINDSTROM EXCAVATING
CONTRACTORS, INC.

Taylor BC

By: _____

President
Title

52145 7770
Employer Identification Number

INSTALLATION OF STONE REVETMENT
AT CLIFFS CITY PUBLIC LANDING
PROJECT #PL 22-01

Bid Tabulation
10:00 a.m. Wednesday, September 8, 2021

Bidder	Bid Item 1 Stone Revetment	Bid Item 2 Mobilization	Total Bid
Shoreline Design, LLC 637 Shore Drive Edgewater, MD 21037	$142,350.00	$20,000.00	$162,350.00
David A. Bramble, Inc. P.O. Box 419 Chestertown, MD 21620	$68,985.00	$3,515.00	$72,500.00
Lindstrom Excavating Contractors, Inc. 25820 Still Pond Neck Road Worton, MD 21678	$43,800.00	$4,000.00	$47,800.00

Recommendation: Award bid to Lindstrom Excavating Contractors, Inc., for the bid amount of $47,800.00, being the lowest responsive bid.

THE COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND

REQUEST FOR PROPOSAL

PL 22-01

FOR THE

INSTALLATION OF STONE REVETMENT

AT
CLIFFS CITY PUBLIC LANDING
CHESTERTOWN, MD 21620

Director of Purchasing
400 High Street
Chestertown, Maryland 21620-1312

SCHEDULE

BID NUMBER # PL 22-01

Date	Step
July 29, 2021	Begin Newspaper Advertising; Mail/Email Notices to Bidders on Bid List; Post on eMaryland Marketplace Advantage and Kent County website.
August 11, 2021	11:00 a.m. Pre-bid meeting at the Public Works Complex, 709 Morgnec Road, Chestertown MD 21620.
September 8, 2021	10:00 a.m. Bid Opening at the Public Works Complex, 709 Morgnec Road, Chestertown MD 21620.
September 28, 2021	Tentative Award by County Commissioners.

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BID NUMBER # PL 22-01

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SECTION B. BID PROPOSALS AND RELATED MATTERS

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SECTION C. SCOPE OF WORK, SPECIFICATIONS AND RELATED MATTERS

This section is for the using or requesting department or agency to specify in detail, including references to attachments, etc., the specifications, drawings, details, etc., to be included in the RFP/IFB. It has been prepared primarily by the using agency.

SECTION D. BID FORMS

INDEX OF BID FORMS

1. Standard Sealed Bid Price Sheet
2. Standard Sealed Bid Form
3. Bid Surety
4. Signature Form
5. Affidavit of Qualifications to Bid
6. Non-Collusion Certificate
7. General Terms and Conditions of Contract between County and Contractor

SECTION A. GENERAL MATTERS

1. Summary

The County Commissioners of Kent County, Maryland, a body corporate and politic and a political subdivision of the State of Maryland (the "County"), is requesting proposals from qualified bidders for the installation of approximately 219 l.f. of stone revetment placed directly channelward of an existing timber bulkhead at Cliffs City Public Landing, near Chestertown, MD , in accordance with Chapter 49 of the Code of the Public Local Laws of Kent County (CPLL).

2. Issuing Office

Director of Purchasing
400 High Street
Chestertown, MD 21620-1312

Telephone #: (410) 778-4600
kentcounty@kentgov.org

The individual listed above shall serve as the "Director of Purchasing" and as the sole point of contact for purposes of this procurement.

3. Silence of Specification

The apparent silence of the specifications as to any detail, or the apparent omission from it of detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and only material and workmanship of the first quality are to be used. Proof of specifications compliance will be the responsibility of the vendor.

4. Preparation of Proposal

a. The bidder's proposal shall be written in ink or typewritten on the form provided.

b. If items are listed with a zero quantity, bidder shall state unit price **ONLY** (intended for open end purchases where estimated requirements are not known). The proposal shall show a total bid price for each item bid and the total bid price of the proposal, excluding zero quantity items.

5. Prices Quoted

The prices quoted are those for which the material will be furnished F.O.B. Destination and include all charges that may be imposed during the period of the contract.

6. Samples or Brochures

Samples or brochures may be required by the County for evaluation purposes. They shall be such as to permit the County to compare and determine if the item offered complies with the intent of the

specifications.

7. **Questions and Inquiries**

All questions and inquiries regarding the terms of this RFP should be directed to the Director of Purchasing identified above prior to the pre-proposal conference.

Questions subsequent to the pre-proposal conference must be submitted in writing to the person below.

Please refer any questions to: James M. Wright, Jr., P.E.
County Engineer
Phone: 410-778-7407
Fax: 410-778-7424
Email: jwright@kentgov.org

Questions must be received by noon, August 27, 2021. A summary of questions and answers, including those addressed at the pre-proposal conference, will be distributed to all attendees of the pre-bid conference and any others known to have received the bid documents.

Written responses shall be considered the official answers and shall supersede any verbal discussions. Verbal answers at or subsequent to the pre-proposal conference are not binding and reliance should not be placed on the same.

8. **Submission Deadline and Instructions**

All proposals must arrive at the Public Works Complex, 709 Morgnec Road, Chestertown, MD 21620 ("Bid Receipt Office") by September 8, 2021, 10:00 a.m. in order to be considered. Requests for extension of this date or time will not be granted. Offerors mailing proposals should allow sufficient mail and internal delivery time to ensure timely receipt at the Bid Receipt Office. Proposals or unsolicited amendments to proposals arriving after the closing date and time will **NOT** be considered.

Bidders are cautioned that bids mailed, shipped express, by courier, or hand delivered to arrive the day of the bid opening must be in the hands of the Bid Receipt Office no later than 10:00 a.m. on the date specified. Bids received later than that time will be returned unopened. Please check your method of delivery to see if it conforms to this requirement. Proposals must be mailed, shipped, or hand delivered to the address below:

Department of Public Works
Bid Receipt Office
709 Morgnec Road
Chestertown, MD 21620

BIDDERS ARE ADVISED THAT MAIL IS DELIVERED ONCE A DAY, AND USUALLY

ARRIVES AFTER THE TIME SPECIFIED FOR BID DELIVERY ON THE APPLICABLE DATE.

BIDS WILL NOT BE ACCEPTED AT ANY OTHER LOCATION.

THE COUNTY WILL NOT BE RESPONSIBLE FOR ANY BIDS DELIVERED TO ANY OTHER LOCATION THAN THE BID RECEIPT OFFICE WHETHER SUCH OTHER LOCATION IS A COUNTY OFFICE OR OTHERWISE.

All proposals must be in a sealed envelope with the following information clearly printed on the outside:

THIS IS A SEALED BID PROPOSAL FOR

KENT COUNTY – RFP # PL 22-01_____.

Please note that if a bid is mailed, sent by messenger service, or delivered by commercial carrier (e.g. FEDEX, UPS, etc.). **THE OUTSIDE ENVELOPE, AS WELL AS THE INSIDE ENVELOPE, IF ANY, MUST CONTAIN THE LEGEND SHOWN ABOVE**. County staff receives many items by such services and if the legend does not appear a response may be misrouted or delayed in opening. The bidder takes full responsibility for the legend and THE COUNTY WILL NOT DEEM A BID AS TIMELY RECEIVED, EVEN IF RECEIVED ON TIME, IF OPENED LATER THAN THE DEADLINE DUE TO LACK OF THE APPROPRIATE LEGEND ON THE MAILER/OUTSIDE ENVELOPE.

9. Duration of Offer

Unless otherwise specified by the County, proposals submitted in response to this solicitation are irrevocable for 90 days following the closing date. This period may be extended only with the offeror's written agreement.

10. Withdrawal of Proposals

A bidder may withdraw its proposal unopened after it has been deposited, if such a request is made prior to the time set for the opening of the proposal.

11. Public Inspection of Proposals

If the bidder designates a portion of its bid as confidential, it shall isolate and identify in writing the confidential portions. The bidder shall include with this designation a statement that explains and supports for firm's claim that the bid items identified as confidential contain trade secrets or other proprietary data.

12. Changes in Contract Documents

Changes to contract documents shall be made only in writing, and copies will be emailed, faxed, or

mailed to all known prospective bidders. The County assumes no responsibility for verbal instructions or interpretations. The contract documents contain the provisions required for the contract. Information obtained from an officer, agent, or employee of the County or any other person shall not affect the risks or obligations assumed by the bidder or relieve him of fulfilling any of the conditions of the contract.

13. Revisions to the RFP

If it becomes necessary to revise this RFP, amendments will be provided to all prospective offerors that were sent this RFP or otherwise are known by the Director of Purchasing to have obtained this RFP. Acknowledgment of the receipt of all amendments will be required.

14. Cancellation of the RFP; Rejection of All Proposals

The County may cancel this RFP, in whole or in part, or may reject any/all proposals submitted in response whenever this action is determined to be in the best interest of the County. Kent County shall have no liability or obligation to any of the proposers preparing or submitting proposals under this RFP.

15. Proposal Acceptance; Discussions

The County reserves the right to accept or reject any and all proposals, in whole or in part, received in response to this RFP, to waive or permit cure of minor irregularities; and to conduct discussions with all qualified offerors in any manner necessary to serve the best interests of the County. The County also reserves the right, at its sole discretion; to award a contract based upon the written proposals received without prior discussions or negotiations.

16. Disqualification of Bidders

Any one or more of the following causes may be considered as sufficient for the disqualification of a bidder and the rejection of its proposal or proposals:

A. More than one proposal for the same contract from an individual, firm, or corporation under the same or different names.
B. Evidenced of collusion among bidders.
C. Unsatisfactory performance record as evidenced by past experience.
D. If the unit prices are obviously unbalanced either in excess or below reasonable cost analysis values.
E. If there are any unauthorized additions, interlineation, conditional or alternate bids or irregularities of any kind which may tend to make the proposal incomplete, indefinite, or ambiguous as to its meaning.
F. Non-attendance of mandatory pre-bid meetings may be cause of disqualification.

17. Bid Opening

All bids will be opened and publicly read by designated County staff at 10:00 a.m., September 8,

2021, Department of Public Works, 709 Morgnec Road, Chestertown, Maryland. Bidders and other interested parties are invited to attend these public forums.

18. Omission of Specifications

The omission of a bidder of any of any specifications, or details of any specifications which would normally apply to the products of service herein stated, shall not relieve the bidder from fulfilling those required specifications needed to provide an end product best suited to the intended purpose. The best commercial practices are to prevail, and only materials of first quality, correct type, size, and design are to be used.

Workmanship shall be of first quality. All parts and materials, whether specified herein or not, shall be rated to meet or exceed the maximum rating required by the product or service and its maximum intended purpose.

19. Incurred Expenses

The County will not be responsible for any costs incurred by an offeror in preparing and submitting a proposal in response to this RFP.

20. Compliance with Law

By submitting an offer in response to this RFP, the offeror, if awarded the contract, agrees that it will comply with all federal, state, and local laws applicable to its activities and obligations under the contract.

21. Acceptance of Terms and Conditions

By submitting a response to this RFP, an offeror shall be deemed to have accepted all the terms, conditions, and requirements set forth in this RFP unless otherwise clearly noted and explained in its proposal. All proposals submitted in response to this request for Proposal become the property of the County. ***All County agreements are subject to the County's General Terms and Conditions unless otherwise specifically changed or waived hereunder or in the Contract.***

22. Term

Any contract(s) resulting from this procurement will be for the stated period; provided, however, that all contracts are subject to non-appropriations and termination for convenience clauses.

23. Failure To Deliver or Perform

In the event the offeror fails to deliver the goods or services covered by the contract and in accordance with the delivery dates stipulated in the contract, the County reserves the right to purchase on the open market those goods and services which the offeror has failed to deliver and shall deduct any additional costs incurred by the County as a result of such failure to deliver, from any money due the offeror under the contract or other contracts with the County.

24. Termination of Contract

The County reserves the right to cancel the contract entered into as a result of this bid if, in its opinion, there shall be a failure on the part of the offeror at any time to perform faithfully any of the contract requirements. Should the offeror fail to comply with contract requirements, except for circumstances beyond it control, such as, but not limited to an Act of God, war, flood, and governmental restrictions, the County reserves the right to purchase the required goods or services in the open market and charge the offeror with any excess costs, or to complete the required work or obtain the required goods at the expense of the offeror and to withhold any monies that may be due or become due and apply same to any expenses or excess costs incurred to the County.

The County may terminate this agreement at any time, for any reason, and shall be liable only for time and costs incurred as of the date of termination.

25. Changes to the Contract

The County may at any time make changes within the general scope of the contract in the design or specifications of the services to be delivered. The contract shall be modified in writing to reflect any equitable adjustment caused by any increase or decrease in the offeror's cost or time required for performance or change in scope of service. The County reserves the right to increase or decrease quantities and/or projects at their discretion.

26. Agreement/Contract

Any agreement or contract resulting from the acceptance of a Proposal shall be on forms either supplied by or approved by the County and shall contain, as a minimum, applicable provisions of the Request For Proposal. The County reserves the right to reject any agreement that does not conform to the Request For Proposal and any County requirements for agreements and contracts.

27. Contract and Related Data

No reports, information or data given to or prepared by the County under the contract shall be made available to any person by the firm without the prior written approval of the County.

28. Contract Award

It is the intent of the County to award a contract to the lowest qualified responsible and responsive bidder within 30 calendar days following bid opening; however, the County requires bidders, by signing the "Standard Bid Acceptance" form to guarantee their bid for a period of 90 days following the bid opening date. The County reserves the right to reject any and/or all bids.

The County also reserves the right to negotiate further the terms of the contract, including the award amount, with the selected bidder prior to entering into a contract. If contract negotiations cannot be concluded successfully with the selected bidder, the County may negotiate a contract with the next selected bidder, and so on. The County reserves the right to negotiate with the bidder whose

proposal is the closest to being acceptable or to seek additional proposals after the proposal date. The County reserves the right to waive any irregularities and technicalities and may, at its discretion, request a follow-up or amended proposal.

29. Contract Extension

The County reserves the right to extend the contract, if needed to meet permit requirements.

30. Contract Documents

The Contract Documents shall include this RFP, Schedule, Information to Bidders, Bid Forms, Specifications, Drawings, Addenda, the County General Terms and Conditions, the resulting contract, and any other documents which are clearly intended to be a part of the terms, conditions, requirements, and specifications for the subject products or services.

31. Kent County Purchasing Code

All County purchases are subject to and to be accomplished in accordance with Chapter 49 of the CPLL. Bidders should familiarize themselves with Chapter 49. A copy of Chapter 49 may be obtained from the Clerk to the County Commissioners, 410-778-4600 and available online through the County's web site at http://www.kentcounty.com/

32. Termination for Convenience

Contracts shall remain in effect for the time period and quantity specified unless the contract is terminated by the County. The County may terminate the contract at any time by giving written notice of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of termination.

33. Termination for Cause

If, for any reasons, or through any cause, the Contractor fails to fulfill in a timely and proper manner its obligations under this Contract, or if the Contractor violates any of the covenants, agreements, or stipulations of this Contract, the County shall thereupon have the right to terminate this contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In the event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the Contract under this Contract shall, at the option of the County, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials which is usable to the County.

34. Non-discrimination

The County is an equal opportunity employer. The County complies with Title VI of the Civil Rights Act of 1964, which provides that no person shall be denied on the grounds of race, color, or national origin, be excluded from, be denied the benefits of, or discriminated against under any

program or activity receiving Federal financial assistance. **Each bidder shall verify through execution of the bid form that it does not discriminate on the basis of race, color, creed, religion, gender, age, lawful sexual orientation, marital status, national origin, or on any other basis generally prohibited by any federal, State, or local law, rule, or regulation.**

35. **Kent County Ethics Ordinance**

By submitting a bid in response hereto, the bidder acknowledges that it is familiar with the County's Code of Ethics, CPLL, Chapter 29, and certifies that it has no knowledge of any violation of that Chapter, that it has no knowledge of any conflict of interest which may exist or arise under Chapter 29 if the bidder is awarded a contract, and that it has not given any gift (as that term is defined in Chapter 29) to anyone who has or may participate in the awarding of this contract or the management or supervision thereof. Contact the County's Attorney Office at 410-810-0428 if any additional information is required. A copy of Chapter 29 may be obtained from the Clerk to the County Commissioners, 410-778-4600 and available online through the County's web site at http://www.kentcounty.com/

SECTION B. BID PROPOSALS AND RELATED MATTERS

1. **Pre-Proposal Conference**

A pre-proposal conference will be held on August 11, 2021 beginning at 11:00 a.m. at the Kent County Public Works Complex, 709 Morgnec Road, Chestertown, Maryland 21620. All interested offerors are encouraged to attend in order to facilitate preparation of proposals. Nothing stated at the pre-bid conference may change the invitation for bids unless the Director of Purchasing makes a change by written amendment.

2. **Presentation**

Offerors may be required to make individual written or oral presentations to the County representatives in order to clarify their proposals.

3. **Proposal Form**

Proposals should be prepared simply and economically, providing a straightforward, concise description of the offeror's proposal for meeting the requirements of this procurement.

4. **Bid Forms**

All Bids must be made on the required bid forms. All blank spaces for bid prices must be completed in ink or typewritten, and the bid form must be fully completed and executed when submitted. Unless otherwise specifically required, only one copy of the bid form is required. A conditional or qualified bid will not be accepted. The base price on the bid form shall be the total cost of the item being bid in accordance with the specifications in the RFP. Alternates shall only be used to reflect increases or decreases in the base bid price. Only those alternates, which are

specifically requested by the County will be considered.

5. **Bid Notice Disclaimer**

The mailing of bid solicitations (notices) to incumbent and/or potential vendors of goods and services is a courtesy extended by the County, as well as a method for generating interest among vendors. For purposes of bidding opportunities, generally, interested vendors should rely on the public notices published in the newspapers of general circulation in Kent County and the eMaryland Marketplace Advantage.

6. **Bid Surety**

All bids shall be accompanied by a Bid Surety in the form of a certified check, or bid bond, made payable to the County Commissioners of Kent County, Maryland for the penal sum of 5% of the bid price. Bid Surety will be returned to all bidders upon completion of the contract award process, with the exception of the successful bidder. Non-Performance or failure to sign the contract within ten (10) working days after the award, or later within the bid guarantee period at the discretion of the County, or withdrawal of a bid subsequent to opening but prior to award, shall result in forfeiture of the Bid Surety. Any Bid Surety and related forms and instruments required must be executed and attached to the bid submittal.

7. **Waiver of Technicalities**

The County reserves the right to waive formalities or technicalities in bids as the interest of the County may require in accordance with the terms of the County's Purchasing Ordinance, Chapter 49, Code of Public Local Laws of Kent County, Maryland ("CPLL").

8. **Basis of Award**

All responsive proposals from responsible bidders will be eligible for contract award, based on the following:

A. Lowest price from a responsive and responsible bidder as indicated by the total price on the bid form.

B. Compliance with specifications.

C. Compliance with terms of bid package.

D. Ability to perform or deliver on time.

The County may undertake such investigations or inquiries as it deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish County with all requested information and data for this purpose.

9. **Modification or Withdrawal of Bids**

A. Pre-Opening Modification or Withdrawal of Bids

Bids may be modified or withdrawn by written notice received by the Clerk to the County Commissioners before the time and date set for bid opening.

B. Disposition of Bid Bond

If a bid is withdrawn in accordance with this regulation, the Bid Bond, if any, shall be returned to the Bidder.

C. Late Bids, Late Withdrawals, and Late Modifications

Any bid and any request for Withdrawal or Modification received after the time and date set for receipt and opening of bids is late and will be disregarded.

10. Performance and Payment Bonds

In accordance with the specifications, the selected bidder will be required to furnish a Performance Bond and a Payment Bond each in an amount of one hundred percent (100%) of the contract price. The successful bidder shall be required to furnish the bond(s) at the time of the execution of the contract. Where attorneys-in-fact sign bid, payment, and/or performance bonds bidders must provide with each bond a certified and effective dated copy of their Power of Attorney. The bidder to whom the contract is awarded will be required to execute the contract and obtain the requisite bonds within ten (10) calendar days from the date when Notice to Award is delivered by the County to the bidder.

11. Substitutions

The material, products, and equipment described in the bidding documents establish a standard of required function, dimension, appearance, and equality to be met by any proposed substitution, unless specifically stated otherwise. No substitutions will be considered prior to receipt of the bids unless a written request for approval has been received at least ten (10) days prior to the receipt of bids. Each such request shall include the name of material or equipment for which a substitution is proposed and a complete description of the proposed substitute including drawings, cuts, performance, test data, and any other information necessary for evaluation.

12. Alternates

An alternate is a dollar amount to be added to or subtracted from the base bid price. The County may request alternate prices to compare various options that may be in their best interest. The County shall have the right to accept alternates in any order or combination, and to determine the low bidder on the basis of the base bid and alternates accepted.

13. Addenda

Addenda, if any, will be emailed, mailed or delivered to all that are known to have received a complete set of bidding documents and will be posted on eMaryland Marketplace Advantage. Copies of Addenda will be made available for inspection wherever bidding documents are on file for that purpose. No addenda will be issued later than three (3) days prior to the date for receipt of bid, except an Addendum withdrawing the request for bids or one which includes postponement of the date for receipt of bids.

14. Trade and Brand Names

Unless specifically provided otherwise in an RFP, the use of or references to any trade or brand names in this bid package shall be solely for the purpose of establishing a standard and shall in no way infer that other trade and brand names will not be acceptable.

15. Product Literature

Bidders shall include with their bid submittal literature detailing make, model, and specifications of the product which they are bidding, if applicable.

16. Exceptions to Bid Specifications

Any bidder taking an exception to the stated specifications or requirements must make such exceptions clear and in writing, and shall attached such exceptions to, or include them in, the sealed bid proposal. This section is not to be construed to mean that the county is obligated to accept any such exception. **THE COUNTY IS NOT OBLIGATED TO ACCEPT ANY BID NOT IN CONFORMANCE WITH BID SPECIFICATIONS AND MAY REJECT SUCH BIDS WITHOUT COMMENT OR REVIEW. BIDDERS TAKING SUCH EXCEPTIONS DO SO AT THEIR OWN RISK.**

17. Time of Delivery

The Contractor, after receipt of written notice of the award of the contract and receipt of the purchase order, shall diligently prosecute same so that it will be fully completed within the number of consecutive calendar days stated in the proposal. Calendar days for completing delivery of the bid items shall start from the date of notice of said award and purchase order.

18. Default in Contracting

Should the bidder to whom the contract is awarded fail, or be unable, to execute the contract for any reason, within seven (7) calendar days after notification of award, then an amount equal to the difference between the accepted bid price and that of the next highest bidder shall be forfeited to the owner as liquidated damages.

19. Payment Terms

Payment will be made only for properly approved invoices supported by adequate information and details enabling the County to make a determination that the appropriate level of performance has

been reached, including invoices for materials actually delivered and services actually performed. Otherwise, payment will not be made. Invoices must include the period covered and a detailed listing of the items included in the invoice, which shall be subject to the review of the County. Invoices shall be submitted monthly (for ongoing projects or orders) or within 30 days of delivery or completion (for single service or delivery contracts) by paper or by electronic invoice (via fax or email). Approved payment shall be made to the contractor within forty-five (45) calendar days of receipt of an acceptable invoice. Payment will be made upon successful submission and approval of services. Invoices shall be mailed directly to the designated Contract Administrator.

20. Kent County Substance Abuse Policy

The County adopted the "Kent County Government Substance Abuse Policy," to which policy the successful bidder must strictly adhere. Prospective bidders are cautioned to make themselves familiar with the policy. **Bidders must state on the "Standard Bid Form" whether or not you have a drug abuse program in effect.**

21. Insurance

Prior to execution of this contract, the successful bidder shall submit a **"Certificate of Insurance"** indicating it carries the specified insurances in the amount specified in this RFP. Coverages shall be maintained throughout the term of the contract. Unless otherwise specified, coverage levels shall be required as follows:

A. Professional malpractice, negligence, and errors and omissions coverage in minimum amounts of $2,000,000.00 per event and $1,000,000.00 per person for professional services contracts. **(Not required for this contract).**

B. General Liability - Minimum - $2,000,000.00

C. Workers' Compensation Insurance as required as law.

D. Comprehensive Liability Insurance with minimum limits of $1,000,000.00 per person, $2,000,000.00 per occurrence. Policy shall include the broad form of Comprehensive General Liability Endorsement or its equivalent.

E. All required coverages shall include and specifically name the County as an additional insured and loss payee with respect to all operations under the contract.

F. The successful bidder will furnish the County any up-to-date certificates of insurance stating the requirements listed above at contract implementation.

22. Immigration Law Compliance

By submitting and signing a proposal, each bidder hereby certifies that it does not, and if awarded the contract, will not during the performance of the contract, employ illegal workers or otherwise violate any provisions of any applicable federal, State, or local law concerning the employment of

illegal aliens, the certification of nationality of workers, or otherwise.

23. Federal Taxpayer Identification Certificate (W-9)

All first time successful bidders doing business with the County must submit a completed standard "Federal Taxpayer Identification Certificate - W-9."

SECTION C. SCOPE OF WORK, SPECIFICATIONS AND RELATED MATTERS

RFP # PL 22-01
INSTALLATION OF STONE REVETMENT
AT
CLIFFS CITY PUBLIC LANDING

GENERAL SCOPE OF WORK:

This project involves the installation of approximately 219 l.f. of stone revetment placed directly channelward of an existing timber bulkhead in accordance with the attached permit drawings.

Revetment stone shall be 800 lb. to 1,200 lb. in size and shall be placed with a uniform even face at a 1.5 to 1 slope.

Stone shall be placed on filter cloth. Filter cloth shall be placed starting at the top of the existing bulkhead and extend down the face of the bulkhead, then continue channelward beyond the toe of the placed stone.

Filter cloth shall have a minimum grab tensile strength of 200 lbs..

SPECIAL CONDITIONS

The contractor shall be responsible for the removal of material spilled or subsided in the water outside the limits of work.

All stockpile areas and/or staging areas on the Public Landing shall be restored to a condition equal to or better than that prior to construction. The contractor shall be responsible for any damages caused by the revetment work.

Contractor shall make every practicable effort possible to maintain access to the boat ramp and pier during work.

Existing boat ramp to be useable during construction as much as practicable.

CONTRACTOR QUALIFICATIONS

Only a marine contractor licensed by the Marine Contractors' Licensing Board may perform the authorized work. The licensed Marine Contractors list may be obtained from MDE, 410-537-3249; MDE.MCLB@maryland.gov.

PERMIT RESTRICTIONS

All work must be performed in accordance with federal and state permit requirements. The project

permits are attached.

COMPLETION TIME

This project must be completed by December 31, 2021..

WARRANTY

The contractor shall provide a one (1) year labor and materials warranty exclusive of natural disaster or third-party damage. Natural disaster does not include normal weather events.

SECTION D. BID FORMS

BID NUMBER # PL 22-01

1. Standard Sealed Bid Price Sheet
2. Standard Sealed Bid Form
3. Bid Bond
4. Signature Form
5. Affidavit of Qualifications to Bid
6. Non-Collusion Certificate

STANDARD SEALED BID PRICE SHEET

BID NUMBER # PL 22-01

County Commissioners of Kent County, Maryland:

We hereby submit, for your review, our proposal requested by the RFP. This proposal includes and incorporates all information and specifications, which are contained in the Contract Documents, as described in the RFP, the same as if specifically written herein. A completed, signed, and accepted copy of this Standard Sealed Bid Form shall serve as a valid and binding contract.

BID ITEM 1 – INSTALLATION OF APPROXIMATELY 219 L.F. OF STONE REVETMENT.

ITEM UNIT BID PRICE $ 200.00 /L.F.

ITEM TOTAL BID PRICE $ 43,800.00 L.S.

BID ITEM 2 – MOBILIZATION.

ITEM BID PRICE $ 4,000.00 L.S.

TOTAL BID PRICE (ITEMS 1 & 2)

$ 47,800.00

Drug Abuse Policy In Effect (Circle One)	☑ YES	NO
Insurance certificate attached (Circle One)	☑ YES	NO
Bid Surety Attached? (Circle One)	☑ YES	NO
Signature form executed? (Circle One)	☑ YES	NO
Affidavit of qualification to bid? (Circle One)	☑ YES	NO
Non-collusion certificate (Circle One)	☑ YES	NO

STANDARD SEALED BID FORM

BID NUMBER # PL 22-01

BIDDER: Lindstrom Excavating Contractors, Inc.

AGENT (TYPED): Duane Lindstrom

FIRM Name: Lindstrom Excavating Contractors, Inc.

ADDRESS: 25820 Still Pond Neck Road
Worton, MD 21678

TELEPHONE: 410-778-6344

EMAIL: Lindexc@aol.com

FAX #: 410-778-0477

Submitted by: _____,
(Signature of authorized agent above)

this 8th **day of** September **2021.**



LINDSTROM EXCAVATING CONTRACTORS, INC.
25820 STILL POND NECK ROAD
WORTON, MARYLAND 21678
OFFICE 410.778.6344 FAX 410.778.0477
EMAIL: Lindexc@aol.com
WEBSITE: http://www.lindstromexcavatingcontractors.com

Acknowledgment of Addendum #1, received on 8/30/2021.

LINDSTROM EXCAVATING CONTRACTORS, INC.
25820 Still Pond Neck Road
Worton, Maryland 21678
410.778.6344 Office
410.778.0477 Fax
Email: Lindexc@aol.com
Website: http://lindstromexcavatingcontractors.com

LEC will provide a certificate of insurance should we be the lowest bidder. We are fully insured.

BID SURETY

KNOWN ALL MEN BY THESE PRESENTS, that we the undersigned, Lindstrom Excavating Contractors, Inc., 25820 Still Pond Neck Road, Worton, MD 21678, as principal, and Old Republic Insurance Company, 445 S. Moorland Rd., Suite 200, Brookfield, WI 53005 as surety, are hereby held and firmly bound unto the County Commissioners of Kent County AS OWNER in the penal sum of Five Percent of Amount Bid Dollars (5%) for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

The condition of the above obligation is such that whereas the Principal has submitted to the County Commissioners of Kent County a certain BID, attached hereto and hereby made a part of hereof to enter into a contract in writing, for the Cliff City Public Landing Stone Revetment Bid Date: September 8, 2021

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 his faithful performance of said contract, and for the payment of all persons performing labor, furnishings, materials, in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID, 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 the obligation as herein stated.

The Surety, for value received, hereby stipulated 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 such extension. IN WITNESS WHEREOF, the Principal and 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.

Lindstrom Excavating Contractors, Inc.	Old Republic Insurance Company
Principal	Surety
By: _____	By: _____
Duane D. Lindstrom, President	Martin J. Hellman, Attorney-in-Fact

IMPORTANT: Surety companies executing BONDS must authorized to transact business in the State of Maryland.

CONSENT OF SURETY

TO: County Commissioners of Kent County
Kent County, MD Director of Purchasing
(OWNER)

RE: Lindstrom Excavating Contractors, Inc.
(CONTRACTOR)

Cliff City Public Landing Stone Revetment
(PROJECT DESCRIPTION)

This is to certify that Old Republic Insurance Company, as surety, will provide to Lindstrom Excavating Contractors, Inc. performance and payment bonds
(CONTRACTOR)

in the full amount of the contract awarded, or as required in the bid specifications, in the event that said contractor is awarded a contract for the above project.

This Consent of Surety shall remain in force and effect (i) for so long as the Bid Documents provide for acceptance of the Principal's bid or execution of the Contract; (ii) if no such period is set forth in the Bid Documents, for 90 days after bid opening; or (iii) as otherwise may be required by statute or regulation, whichever period is longer, unless the Principal and the Surety shall agree otherwise in writing.

Old Republic Insurance Company

DATE: September 8, 2021

(AUTHORIZED AGENT OF SURETY COMPANY)
Martin J. Hellman, Attorney-In-Fact

OLD REPUBLIC INSURANCE COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC INSURANCE COMPANY, a Pennsylvania stock insurance corporation, does make, constitute and appoint:

MARTIN J. HELLMAN, MELISSA F. FRIEL of WEST CHESTER, PA

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the Company as surety, to execute and deliver and affix the seal of the Company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than self-insurance workers compensation bonds guaranteeing payment of benefits, asbestos abatement contract bonds, waste management bonds, hazardous waste remediation bonds or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC INSURANCE COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a meeting held on December 10, 2019. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC INSURANCE COMPANY on December 10, 2019.

RESOLVED FURTHER, that the chairman, president or any vice president of the Company's surety division, in conjunction with the secretary or any assistant secretary of the Company, be and hereby are authorized and directed to execute and deliver, to such persons as such officers of the Company may deem appropriate, Powers of Attorney in the form presented to and attached to the minutes of this meeting, authorizing such persons to execute and deliver and affix the seal of the Company to bonds, undertakings, recognizances, and suretyship obligations of all kinds, other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and not guaranty bonds. The said officers may revoke any Power of Attorney previously granted to any such person.

RESOLVED FURTHER that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

(i) when signed by chairmen, president or any vice president of the Company's surety division and attested and sealed (if a seal be required) by any secretary or assistant secretary; or

(ii) when signed by a duly authorized Attorney-in-Fact and sealed with the seal of the Company (if a seal be required).

RESOLVED FURTHER, that the signature of any officer designated above, and the seal of the Company, may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC INSURANCE COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 21st day of April, 2020.

OLD REPUBLIC INSURANCE COMPANY

Assistant Secretary

Vice President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 21st day of April, 2020, personally came before me, Alan Pavlic and Sheila M. Applegate, to me known to be the individuals and officers of the OLD REPUBLIC INSURANCE COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said organization.

Notary Public

My Commission Expires: September 28, 2022

(Expiration of notary's commission does not invalidate this instrument)

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC INSURANCE COMPANY, a Pennsylvania corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

Signed and sealed at the City of Brookfield, WI this 8th day of September, 2021.

Assistant Secretary

72-6402

ORSC 11008 (6-93)

OLD REPUBLIC INSURANCE COMPANY
OF MT. PLEASANT, PENNSYLVANIA

STATUTORY FINANCIAL STATEMENT AS OF DECEMBER 31, 2020

ADMITTED ASSETS

Bonds	$1,812,061,905
Common stocks	754,073,091
Cash, cash equivalents and short-term investments	120,480,692
Bonds, short-term investments and cash held under retrospective rating agreements	30,128,491
Premiums and considerations – uncollected premiums and agents' balances in the course of collection	364,550,945
Deferred premiums, agents' balances and installments booked but deferred and not yet due	6,072,420
Accrued retrospective premiums	427,106
Funds held by or deposited with reinsured companies	569,034
Other amounts receivable under reinsurance contracts	696,265
Amounts recoverable from reinsurers	63,668,406
Electronic data processing equipment and software	216,577
Investment income due and accrued	16,677,557
Receivables from parent, subsidiaries and affiliates	9,635,548
Other assets	6,388,963
TOTAL ADMITTED ASSETS	$3,185,646,999

LIABILITIES AND SURPLUS

Losses	$881,402,375
Reinsurance payable on paid losses and loss adjustment expenses	10,833,823
Loss adjustment expenses	169,246,286
Commissions payable, contingent commissions and other similar charges	6,966,195
Other expenses (excluding taxes, licenses and fees)	21,565,624
Taxes, licenses and fees (excluding federal income taxes)	71,692,142
Current federal income taxes	4,263,385
Net deferred tax liability	6,215,472
Unearned premiums	315,918,061
Dividends declared and unpaid - policyholders	147,614
Advance premium	492,897
Ceded reinsurance premiums payable (net of ceding commissions)	217,684,554
Funds held by company under reinsurance treaties	99,267,947
Amounts withheld or retained by company for account of others	38,963,460
Remittances and items not allocated	29,403,261
Provision for reinsurance	22,966,723
Payable to parent, subsidiaries and affiliates	63,129,510
Other liabilities	3,288,237
TOTAL LIABILITIES	$1,963,447,566
Common capital stock	3,800,004
Surplus notes	155,000,000
Gross paid in and contributed surplus	103,869,422
Unassigned funds (surplus)	959,530,007
SURPLUS AS REGARDS POLICYHOLDERS	$1,222,199,433
TOTAL LIABILITIES AND SURPLUS	$3,185,646,999

Securities carried at $367,151,205 are deposited with States or Other Authorities as required by law.

STATE OF WISCONSIN)
)SS
COUNTY OF WAUKESHA)

Alan P. Pavlic, Vice President, and Karen J. Haffner, Vice President of Old Republic Insurance Company of Mt. Pleasant, Pennsylvania being duly sworn, each for himself, deposes and says that they are the above described officers of the said company, and that on the 31st day of December, 2020, the company was actually possessed of the assets set forth in the foregoing statement and that such assets were available for the payment of losses and claims and held for the protection of its policyholders and creditors, except as here-in-before indicated, and that the foregoing statement is a correct exhibit of such assets and liabilities of the said company on the 31st day of December, 2020, according to the best of their information, knowledge and belief, respectively.

Alan P. Pavlic
Alan P. Pavlic, Vice President

Karen J. Haffner
Karen J. Haffner, Vice President

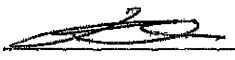
Sworn to and subscribed before me this 15th day of March, 2021.

Deborah L. Voigts
Notary Public, State of Wisconsin
My Commission expires: July 31, 2023



SIGNATURE FORM

NAME OF BIDDER: Lindstrom Excavating Contractors, Inc.

SIGNATURE OF AUTHORIZED PERSON: 

PRINT AUTHORIZED PERSON: Duane Lindstrom

TITLE OF AUTHORIZED PERSON: President

STREET NAME AND NUMBER: 25820 Still Pond Neck Road

CITY, STATE, ZIP CODE: Worton, MD 21678

TELEPHONE NUMBER: 410-778-6344

FAX 410-778-0477

E-MAIL Lindexc@aol.com

DATE: 9/8/21

BIDDERS FEDERAL EMPLOYERS IDENTIFICATION NO. 521457770

BIDDERS CONTRACTORS LICENSE AND PERMIT NUMBERS:

MD# 14840025

AFFIDAVIT OF QUALIFICATION TO BID

I HEREBY AFFIRM THAT

1. I am the (Title) President and the duly authorized representative of the firm of (Name of Corporation) Lindstrom Excavating Contractors, Inc. whose address is 25820 Still Pond Neck Road, Worton, MD 21678 and that I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting.

Except as described in paragraph 3 below, neither I nor the above firm, nor to the best of my knowledge, any of its officers, directors, or partners, or any of its employees directly involved in obtaining contracts with the State of any county, bi-county, or multi-county agency, or subdivision of the State, have been convicted of, or have pleaded no contender to a charge of, or having during the course of an official investigation or other proceeding, admitted in writing or under oath, acts or omissions which constitute bribery, attempted bribery, or conspiracy to bribe under the provisions of Criminal Law Article of the Annotated Code of Maryland, or under the laws of any state or the Federal government.

2. (State "none", or as appropriate, list any conviction, plea, or admission described in paragraph 2 above, with the data: court, position with the firm, and the sentence or disposition, if any) None

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

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

Signature _____ Date 9/8/21

NON-COLLUSION CERTIFICATE

I HEREBY CERTIFY I am the President
(Title)

and the duly authorized representative of the firm of Lindstrom Excavating

whose address is 25820 Still Pond Neck Road, Worton, MD 21678

AND THAT NEITHER I, nor to the best of my knowledge, information, and belief, the above firm, nor any of its other representatives I here represent, have:

a. Agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the bid, or offer being submitted herewith.

b. Not in any manner, directly or indirectly, entered into any agreement, participated in any collusion to fix the bid price or price proposal of the bidder, or offer of herein or any competitor, or otherwise taken into action in restraint of free competition bidding in connection with the Contract for which the within bid or offer is submitted.

In making this affidavit, I represent that I have personal knowledge of the matters and facts herein stated.

9/8/21
Date

Signature

9/8/21
Date

Duane Lindstrom, President
Print Name or Type

GENERAL TERMS AND CONDITIONS OF CONTRACT
BETWEEN COUNTY AND CONTRACTOR

("General Conditions")

1. ACCOUNTING SYSTEM AND AUDIT, ACCURATE INFORMATION

The Contractor certifies that all information the Contractor has provided or will provide to the County is true and correct and can be relied upon by the County in awarding, modifying, making payments, or taking any other action with respect to this contract including resolving claims and disputes. False or misleading information constitutes grounds for the County to terminate this contract for cause and to pursue any other appropriate remedy. The Contractor certifies that the Contractor's accounting system conforms to generally accepted accounting principles, is sufficient to comply with the contract's budgetary and financial obligations, and is sufficient to produce reliable financial information.

The County may examine the Contractor's and any first tier subcontractor's records to determine and verify compliance with the contract and to resolve or decide any claim or dispute arising under this contract. The Contractor and any first tier subcontractor must grant the County access to these records at all reasonable times during the contract term and for three (3) years after final payment (or for such longer period as may be required pursuant to any federal, state, or other loan or grant condition). If the contract is supported to any extent with federal or state funds, the appropriate federal or state authorities may also examine these records. The Contractor must include the preceding language of this paragraph in all first tier subcontracts.

2. AMERICANS WITH DISABILITIES ACT

The Contractor agrees to comply with the nondiscrimination requirements of Titles II and III, and other provisions, of the Americans with Disabilities Act of 1990, Pub. Law 101-336, as amended, currently found at 42 U.S.C., § 12101, et seq.

3. APPLICABLE LAWS

This contract must be construed in accordance with the applicable laws, rules, and regulations of the State of Maryland (without regard to its conflicts of laws principles) and of Kent County. All Kent County laws, rules, and regulations are incorporated by reference into, and made a part of, this contract. In the case of any inconsistency between this contract and such laws, rules, and regulations, the laws, rules and regulations shall govern. The Contractor must, without additional cost to the County, pay any necessary fees and charges, obtain any necessary licenses and permits, and comply with applicable federal, state and local laws, codes and regulations. For purposes of litigation involving this contract, except for contract Disputes discussed in paragraph 8 below, exclusive venue and jurisdiction must be in the Maryland State courts located in Kent County, Maryland.

4. ASSIGNMENTS AND SUBCONTRACTS

The Contractor may not assign or transfer this contract, any interest herein or any claim hereunder, except as expressly authorized in writing by County's DIRECTOR OF PURCHASING, or as otherwise specifically provided for in the contract. Unless performance is separately and expressly waived in writing by the DIRECTOR OF PURCHASING, an assignment does not release the Contractor from responsibility for performance of this contract. Unless otherwise provided in the contract, the Contractor may not contract with any other party for furnishing any of the materials or services herein contracted for without the written approval of the DIRECTOR OF PURCHASING.

5. CHANGES

The DIRECTOR OF PURCHASING may unilaterally change the work, materials and services to be performed, in accordance with County law, rule, or regulation. The change must be in writing and within the general scope of the contract. The contract will be modified to reflect any time or money adjustment the Contractor is entitled to receive. Any claim concerning an adjustment in time or money due to a change must be given in writing to the DIRECTOR OF PURCHASING or the designated contract administrator, within thirty (30) days from the date that the change was ordered, or the claim is waived. Any failure to agree upon a time or money adjustment must be resolved under the "Disputes" clause of this contract. The Contractor must proceed with the prosecution of the work as changed, even if there is an unresolved claim. No charge for any extra work, time or material will be allowed, except as provided in this section.

6. CONTRACT ADMINISTRATION

A. The contract administrator, subject to paragraph B below, is the Department representative designated by the DIRECTOR OF PURCHASING. The contract administrator is authorized to:

(1) serve as liaison between the County and Contractor;

(2) give direction to the Contractor to ensure satisfactory and complete performance;

(3) monitor and inspect the Contractor's performance to ensure acceptable timeliness and quality;

(4) serve as records custodian for this contract;

(5) accept or reject the Contractor's performance;

(6) furnish timely written notice of the Contractor's performance failures to the DIRECTOR OF PURCHASING;

(7) prepare required reports;

(8) approve or reject invoices for payment;

(9) recommend contract modifications or terminations to the DIRECTOR OF PURCHASING; and

(10) issue notices to proceed.

B. The contract administrator is NOT authorized to make determinations (as opposed to recommendations) that alter, modify, terminate or cancel the contract, effect a procurement, interpret ambiguities in contract language, or waive the County's contractual rights.

7. COST AND PRICING DATA

The Contractor guarantees that any cost and/or pricing data provided to the County will be accurate and complete. The Contractor grants the County access to all books, records, documents, and other supporting data in order to permit adequate evaluation of the Contractor's proposed price(s). The Contractor also agrees that the price to the County, including profit or fee, may, at the option of the County, be reduced to the extent that the price was based on inaccurate, incomplete, or non-current data supplied by the Contractor.

8. DISPUTES DURING CONTRACT PERFORMANCE

Any dispute by Contractor arising during the performance of the contract, which dispute is not disposed of by mutual agreement, must be decided as provided hereunder. Pending final resolution of a dispute, the Contractor must proceed diligently with contract performance. Subject to the discretion of the DIRECTOR OF PURCHASING, the head of the County department, office, or agency ("Department Head") of the contract administrator is the designee of the DIRECTOR OF PURCHASING, for the purpose of dispute resolution. If the contract administrator is the Department Head, then the dispute shall be managed by the DIRECTOR OF PURCHASING. The Department Head may, with the Contractor's consent, delegate this responsibility to another person (other than the contract administrator). The Contractor waives any dispute or claim not made in writing and received by the Department Head within thirty (30) days of the occurrence giving rise to the dispute or claim. A dispute must be in writing, for specific relief, and any requested relief must be fully supported by affidavit and all relevant calculations, including cost and pricing information, records, and other information. The Contractor may, at the County's option, be made a party to any related dispute involving another Contractor.

9. DOCUMENTS, MATERIALS AND DATA

All documents, materials or data developed as a result of this contract are the County's property, unless specifically provided for in the contract. The County has the right to use and reproduce any documents, materials, and data, including confidential information, used in the performance of, or developed as a result of, this contract. The County may use this information for its own purposes, including reporting to state and federal agencies. The Contractor warrants that it has title to or right of use of all documents, materials or data used or developed in connection with this contract. The Contractor must keep confidential all documents, materials, and data prepared or developed by the Contractor or supplied by the County.

10. DURATION OF OBLIGATION

The Contractor agrees that all of Contractor's obligations and warranties which, directly or indirectly, are intended by their nature or by implication to survive performance of the contract shall so survive the completion of performance, termination for cause, or the termination for convenience of the contract.

11. ENTIRE AGREEMENT

There are no promises, terms, conditions, or obligations other than those contained in the contract, including any terms, conditions, documents or exhibits thereto, and these General Conditions. This contract supersedes all communications, representations, or agreements, either verbal or written, between the parties hereto, with the exception of express warranties given to induce the County to enter into the contract.

12. ETHICS REQUIREMENTS/ POLITICAL CONTRIBUTIONS

The Contractor must comply with the ethics provisions contained in Chapter 29 – Ethics of the Code of Public local Laws of Kent County.

13. GUARANTEE

A. Contractor guarantees for one year from acceptance, or for such other period of time as may have been expressly stated in the contract or the County's written solicitation, all goods, services, and construction offered, including those used in the course of providing the goods, services, and/or construction. This includes a guarantee that all products offered (or used in the installation of those products) carry a guarantee against any and all defects for such period. The Contractor must correct any and all defects in material and/or workmanship which may appear during the guarantee period, or any defects that occur within one (1) year of acceptance even if discovered more than one (1) year after acceptance, by repairing (or replacing with new items or new materials, if necessary) any such defect at no cost to the County and to the County's satisfaction.

B. Should a manufacturer's or service provider's warranty or guarantee exceed the requirements stated above, that guarantee or warranty will be the primary one used in the case of defect. Copies of manufacturer's or service provider's warranties must be provided upon request.

C. All warranties and guarantees must be in effect from the date of acceptance by the County of the goods or services.

D. The Contractor guarantees that all work shall be accomplished in a workmanlike manner, and the Contractor must observe and comply with all federal, State, County and local laws, ordinances and regulations in providing the goods and performing the services listed.

E. Goods and materials provided under this contract must be of first quality, latest model, and of current manufacture, and must not be of such age or so deteriorated as to impair their usefulness or safety. Items that are used, rebuilt, or demonstrator models are unacceptable, unless specifically

requested by the County in the in the contract documents.

F. ***All goods shall be merchantable and fit for the particular purpose ordered or purchased, and the Contractor so represents and warrants.***

14. HAZARDOUS AND TOXIC SUBSTANCES

Manufacturers and distributors are required by federal "Hazard Communication" provisions of 29 CFR 1910.1200, and the Maryland "Access to Information About Hazardous and Toxic Substances" Law, to label each hazardous material or chemical container, and to provide Material Safety Data Sheets to the purchaser. The Contractor must comply with these laws and must provide the County with copies of all relevant documents, including Material Safety Data Sheets, prior to performance of services or contemporaneous with delivery of goods.

15. IMMIGRATION REFORM AND CONTROL ACT

The Contractor warrants that both the Contractor and any subcontractor do not and shall not hire, recruit or refer for a fee, for employment under this contract or any subcontract, an alien while knowing the alien is an unauthorized alien, or any individual without complying with the requirements of the federal Immigration and Nationality laws, including but not limited to any verification and record keeping requirements. The Contractor further assures the County that, in accordance with those laws, it does not and will not discriminate against an individual with respect to hiring, or recruitment or referral for a fee, of the individual for employment or the discharging of the individual from employment because of such individual's national origin or, in the case of a citizen or intending citizen, because of such individual's citizenship status.

16. INCONSISTENT PROVISIONS

Notwithstanding any provisions to the contrary in any contract terms or conditions supplied by the Contractor, the County's General Conditions supersede the Contractor's terms and conditions in the event of any inconsistency, unless specifically waived or amended by the County.

In the case of any conflicts or ambiguities among the contract documents, such matters shall be resolved in favor of the following priorities:

a. ***Any term or condition specifically provided for in a contract or exhibit to a contract, other than terms and conditions provided by the Contractor.***

b. ***Terms and conditions specified by the County in any request for proposal, request for interest of qualifications, invitation to bid, or other document specifying with particularity the County's terms and conditions.***

c. ***These General Conditions.***

The lack of a specific provision in any of the documents referred to in items 16.a and 16.b above shall not operate to create an ambiguity with these General Conditions.

17. INDEMNIFICATION

The Contractor is responsible for any loss, personal injury, death and any other damage (including incidental and consequential) that may be done or suffered by reason of the Contractor's negligence or failure to perform any contractual obligations. The Contractor must indemnify and save the County harmless from any loss, cost, damage and other expenses, including attorney's fees and litigation expenses, suffered or incurred due to the Contractor's negligence or failure to perform any of its contractual obligations. If requested by the County, the Contractor must defend the County in any action or suit brought against the County arising out of the Contractor's negligence, errors, acts or omissions under this contract. The negligence of any agent, subcontractor or employee of the Contractor is deemed to be the negligence of the Contractor. For the purposes of this paragraph, County includes its elected officials, officials, employees, agents, boards, and agencies.

18. INDEPENDENT CONTRACTOR

The Contractor is an independent contractor. The Contractor and the Contractor's employees or agents are not agents or employees of the County. Neither these General Conditions nor the contract are intended to create, nor do they create any partnership, joint venture, agency or other relationship between the County and the Contractor.

19. INFRINGEMENT

Contractor represents and warrants that there is no copyright or patent infringement with respect to any goods or materials furnished pursuant to the contract. The Contractor shall indemnify and hold harmless the County with respect to costs, expense, damages, and liability arising from or on account of any claim for infringement.

20. INSPECTIONS

The County has the right to monitor, inspect and evaluate or test all supplies, goods, or services called for by the contract at all reasonable places (including the Contractor's place of business) and times (including the period of preparation or manufacture).

21. INSURANCE

Prior to execution of the contract, the Contractor must obtain at its own cost and expense, and keep in force and effect during the term of this contract, including all extensions, the insurance specified in the contract, including any applicable table or attachment, with an insurance company licensed or qualified to do business in the State of Maryland and with an A. M. Best rating of not less than A-. The Contractor must submit a certificate of insurance prior to award of this contract and prior to any contract modification extending the term of the contract, as evidence of compliance with this provision. The County must be named as an additional insured on all liability policies. Forty-five (45) days written notice to the County of cancellation or material change in any of the policies is required. In no event may the insurance coverage be less than that shown on the applicable table, attachment, or contract provision for required insurance. Subject to applicable law, the DIRECTOR OF PURCHASING may waive or modify the requirements of this section 21 in whole or in part.

22. NON-CONVICTION OF BRIBERY

The Contractor hereby declares and affirms that, to its best knowledge, none of its officers, directors, members, partners, or employees directly involved in obtaining contracts has been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any state or the federal government.

23. NONDISCRIMINATION IN EMPLOYMENT

The Contractor shall not discriminate in employment, or in the treatment of employees, or discriminate in any manner on the basis of race, color, gender, age, religion, creed, national origin, ancestry, marital status, disability, political affiliation, or lawful sexual orientation and shall follow and obey all applicable State, federal, and County laws and regulations regarding employment discrimination. The Contractor must bind its subcontractors to the provisions of this section.

24. PAYMENTS

This contract is subject to a non-appropriations clause as provided herein. No payment may be made or is due under this contract unless funds for the payment have been appropriated and encumbered by the County. Under no circumstances will the County pay the Contractor for legal fees. The Contractor must not proceed to perform any work (provide goods, services, or construction) prior to receiving written confirmation that the County has appropriated and encumbered funds for the work. If the Contractor fails to obtain this verification from the County prior to performing work, the County has no obligation to pay the Contractor for the work.

If this contract provides for an additional contract term, or for work in any period beyond the end of the County's fiscal year in which the contract is executed, continuation of this contract beyond the end of that fiscal year is contingent upon the subsequent appropriation of funds and encumbrance of those appropriated funds for payments under this contract. If funds are not appropriated and encumbered to support continued performance in a subsequent fiscal period, this contract terminates without further notice from, or cost to, the County. The Contractor acknowledges that the County

Commissioners have no obligation to appropriate funds for this contract in subsequent fiscal years. Furthermore, the County has no obligation to encumber funds to this contract in subsequent fiscal years. Accordingly, for each subsequent contract term, the Contractor must take appropriate action to verify that such funds have been appropriated and encumbered. See Annotated Code of Maryland, Article 31, section 3.

25. PERSONAL PROPERTY

All furniture, office equipment, equipment, vehicles and other similar types of personal property specified in the contract and purchased with funds provided under the contract become the property of the County upon the termination or expiration of this contract, unless expressly stated otherwise.

26. TERMINATION FOR CAUSE

The County may terminate the contract in whole or in part, and from time to time, whenever the County determines that the Contractor is:

a. defaulting in performance or is not complying with any provision of this contract;

b. failing to make satisfactory progress in the prosecution of the contract; or

c. endangering the performance of this contract.

Prior to a termination for cause, the County will send the Contractor written notice specifying the cause. The notice will give the Contractor ten (10) days from the date the notice is issued to cure the default or make progress satisfactory to the County in curing the default, unless a different time is given in the notice. If the County determines that default contributes to the curtailment of an essential service or poses an immediate threat to life, health, or property, the County may terminate the contract immediately upon issuing oral or written notice to the Contractor without any prior notice or opportunity to cure. In addition to any other remedies provided by law or the contract, the Contractor must compensate the County for additional costs that would be incurred by the County, whether the costs are actually incurred or not, to obtain substitute performance. A termination for cause shall be considered a termination for convenience as of the date the Contractor was advised of the termination for cause, if there was, in fact, no cause.

27. TERMINATION FOR CONVENIENCE

This contract may be terminated by the County, in whole or in part, upon written notice to the Contractor, when the County determines termination to be in the County's best interest. The termination is effective ten (10) days after the notice is issued, unless a different time is given in the notice. The County is liable only for payment for acceptable performance prior to the effective date of the termination, and for costs reasonably incurred as of the date of termination, which costs or items acquired by such costs cannot be economically retained by the Contractor for other or future use of the Contractor.

28. TIME

Time is of the essence in the performance by Contractor of the contract and of all ancillary matters arising therefrom.

29. TITLE

All goods delivered or provided to the County or otherwise pursuant to the contract, and the title thereto, shall be free any security interest, lien, contract restriction, or other form of encumbrance. Title shall pass to the County at the place of delivery to the County, subject to the County's right to inspect and accept or reject the goods.

30. WORK UNDER THE CONTRACT

Work may not commence under this contract until all conditions for commencement are met, including execution of the contract by both parties, compliance with insurance requirements, and issuance of any required notice to proceed.

Maryland
Department of
the Environment

Larry Hogan, Governor
Boyd K. Rutherford, Lt. Governor

Ben Grumbles, Secretary
Horacio Tablada, Deputy Secretary

May 25, 2021

Kent County Commissioners
Department of Public Works
c/o James M. Wright, Jr.
709 Morgnec Road
Chestertown, MD 21620
Via email: jwright@kentgov.org

Gary Lazar
4652 Cliffs City Road
Chestertown, MD 21620

Re: Agency Interest Number: 124345
Tracking Number: 202061928
Tidal Authorization Number: 20-GL-1402

Dear Kent County Commissioners & Gary Lazar:

Your application to alter tidal wetlands has been evaluated by the Tidal Wetlands Division. Your State wetlands license or permit authorizing work in tidal wetlands is attached. Please take a moment to read and review your authorization to ensure that you understand the limits of the authorized work and all of the general and special conditions.

Your project qualifies for federal approval under the Maryland State Programmatic General Permit (MDSPGP), that permit is also attached. You should not begin any work until you have obtained all necessary State, local, and federal authorizations.

This State authorization is a final agency decision; there is no further opportunity for administrative review. Any person with standing, who is either the applicant or who participated in the public participation process through the submission of written or oral comments, may petition for judicial review in the circuit court in the county where the authorized activity will occur. The petition for judicial review must be filed with the court within 30 days of receipt of this decision. Please contact Andrew Belfield at andrew.belfield@maryland.gov or 410-537-3541 with any questions.

Sincerely,

Jonathan Stewart, Chief
Eastern Region
Tidal Wetlands Division

STATE OF MARYLAND
DEPARTMENT OF THE ENVIRONMENT
WATER AND SCIENCE ADMINISTRATION
GENERAL TIDAL WETLANDS LICENSE

LICENSE NUMBER: **20-GL-1402**
EFFECTIVE DATE: **May 25, 2021**
EXPIRATION DATE: **May 24, 2024**
LICENSEE: **Kent County Commissioners** — **Gary Lazar**
ADDRESS: **709 Morgnec Road** — **4652 Cliffs City Road**
Chestertown,MD 21620 — **Chestertown,MD 21620**

PROJECT LOCATION: **Cliffs City Public Landing and 4652 Cliffs City Rd.**
Chestertown, MD 21620
Chester River in Kent County

PURSUANT TO THE AUTHORITY OF THE BOARD OF PUBLIC WORKS, TITLE 16 OF THE ENVIRONMENT ARTICLE, ANNOTATED CODE OF MARYLAND, AND CODE OF MARYLAND REGULATIONS 26.24 AND 23.02.04, **Kent County Commissioners, and Gary Lazar** ("LICENSEE") IS AUTHORIZED BY THE WATER AND SCIENCE ADMINISTRATION ("ADMINISTRATION") TO CONDUCT THE FOLLOWING REGULATED ACTIVITY IN STATE TIDAL WETLANDS, IN ACCORDANCE WITH THE CONDITIONS OF THIS LICENSE AND THE ATTACHED PLANS DATED **May 17, 2021**, PREPARED BY **Kent County Department of Public Works, James M. Wright Jr.**, AND APPROVED BY THE ADMINISTRATION'S TIDAL WETLANDS DIVISION ON **May 25, 2021**, AND INCORPORATED HEREIN:

1. Construct 219 linear feet of stone revetment within a maximum of 8-feet channelward of the mean high water line.

SPECIAL CONDITIONS

A. The Licensee shall design and construct the stone revetment to prevent the loss of fill material to waters of the State of Maryland.

GENERAL CONDITIONS

A. The Maryland Department of the Environment has determined that the proposed activities comply with, and will be conducted in a manner consistent with the State's Coastal Zone Management Program, as required by Section 307 of the Federal Coastal Zone Management Act of 1972, as amended.

B. The Licensee shall comply with all Critical Area requirements and obtain all necessary authorizations from local jurisdiction. This License does not constitute authorization for disturbance in the 100-foot Critical Area Buffer. "Disturbance" in the Buffer means clearing, grading, construction activities, or removal of any size of tree or vegetation. Any anticipated Buffer disturbance requires prior written approval, before commencement of land disturbing activity, from local jurisdiction in the form of a Buffer Management Plan.

C. If the authorized work is not performed by the property owner, all work performed under this Tidal Wetlands License shall be conducted by a marine contractor licensed by the Marine Contractors Licensing Board (MCLB) in accordance with Title 17 of the Environment Article of Annotated Code of Maryland. A list of licensed marine contractors may be obtained by contacting the MCLB at 410-537- 3249, by e-mail at MDE.MCLB@maryland.gov or by accessing the Maryland Department of the Environment, Environmental Boards webpage.

D. The Licensee certifies real property interest in the contiguous upland.

E. This License does not relieve the Licensee from the responsibility of obtaining all necessary federal, State and local government authorizations.

F. This License does not authorize any existing structures depicted on the plan sheets that are not specifically described in the description of work.

G. The Licensee acknowledges that this authorization is based on current water depths that are existing and indicated on the attached plan sheet. This License proposes no dredging and this license provides no justification or assurances for future dredging. All dredging projects will be evaluated on the biological and physical characteristics of the site at the time an application is made.

H. The Licensee shall obtain an approved sediment and erosion control plan from the local soil conservation district when the area disturbed is greater than 5000 square feet or 100 cubic yards of fill.

I. The Licensee shall ensure that a copy of this License, including the approved plans, is available at the site until the authorized work is complete.

J. The Licensee shall make every reasonable effort to design and construct the structure or perform the activity authorized in this License in a manner which minimizes adverse impacts on natural resource values, including water quality, plants, wildlife, plant and wildlife habitat, and on historic property values.

K. The Secretary of the Environment may suspend or revoke a License if the Secretary finds that the Licensee has not complied with any condition or limitation in the License or has exceeded the scope of the authorized activities.

L. The Licensee shall indemnify, defend and hold harmless the State of Maryland, its officials, officers, and employees from and against any and all liability, suits, claims and actions of whatever kind, caused by or arising from the work authorized by the License.

M. The Licensee acknowledges that this License does not transfer any property interest in State tidal wetlands. This License allows the Licensee to use State tidal wetlands only for the structure or activity authorized herein and in no way limits the use of waters of the State by the public.

N. This License is valid only for use by the Licensee. Permission for transfer of the License shall be obtained from the Water and Science Administration, Tidal Wetland Division. The terms and conditions of this License shall be binding on any assignee or successor in interest of the License.

O. The Licensee shall allow representatives of the Maryland Department of the Environment to inspect the authorized activities.

P. The Licensee shall notify the Maryland Department of the Environment, Water and Science Administration, Compliance Program at least 10 day before starting the authorized activities at (410) 901-4020.

Q. The Licensee shall complete construction of the activity authorized under this License by the expiration date, otherwise a new General License shall be obtained.

R. Upon completion of the authorized activities, the Licensee shall notify the Maryland Department of the Environment, Water and Science Administration, Compliance Program at (410) 901-4020.

By authority of the Secretary of the Environment:

Heather Nelson, Program Manager
Wetlands and Waterways Program

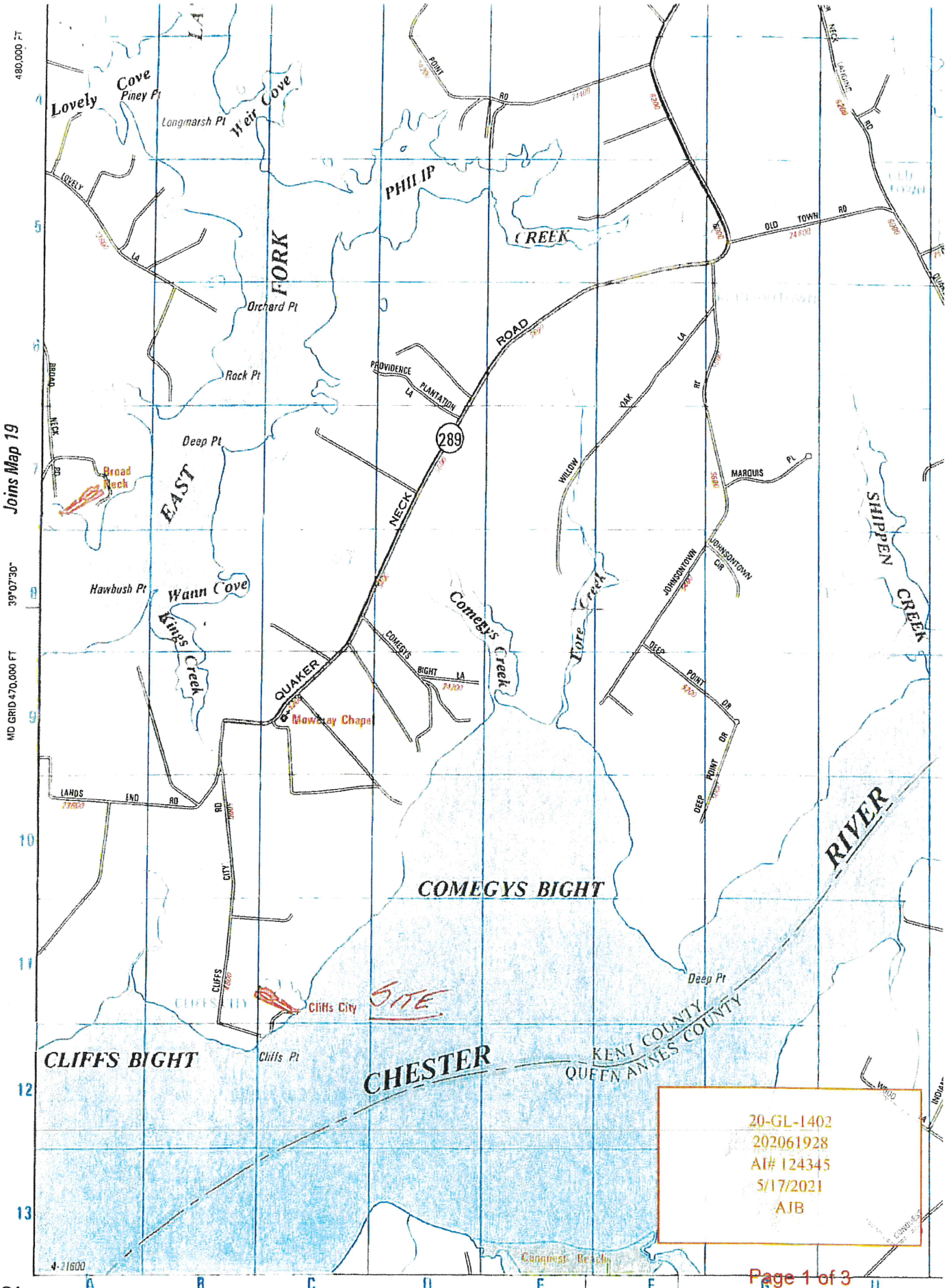
6/1/2021
Date

Tidal Wetland Reviewer:

Supervisor Concurrence:

Tracking Number: 202061928
Agency Interest Number: 124345

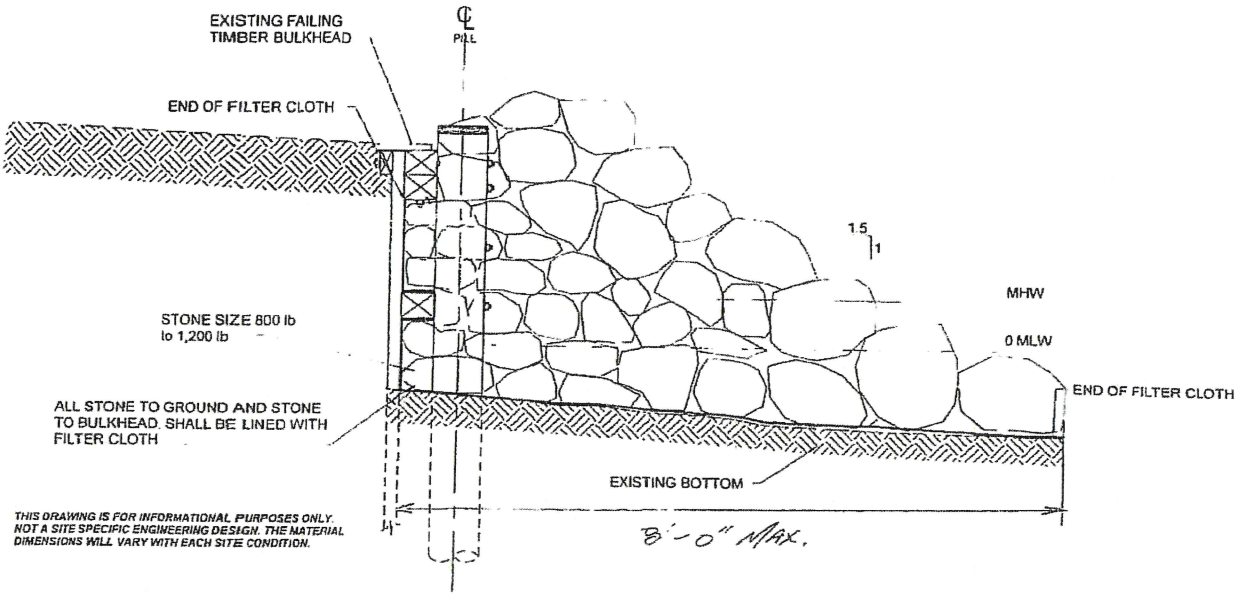
Enclosure: Plans dated May 17, 2021
cc: WSA Inspection & Compliance Program



20-GL-1402
202061928
AI# 124345
5/17/2021
AJB

© ALEXANDRIA DRAFTING CO.
MD GRID 1,040,000 FT

See ADC's "QUEEN ANNES COUNTY, MD STREET MAP" For Continuation



TYPICAL BULKHEAD WITH STONE REINFORCEMENT

(N.T.S.)

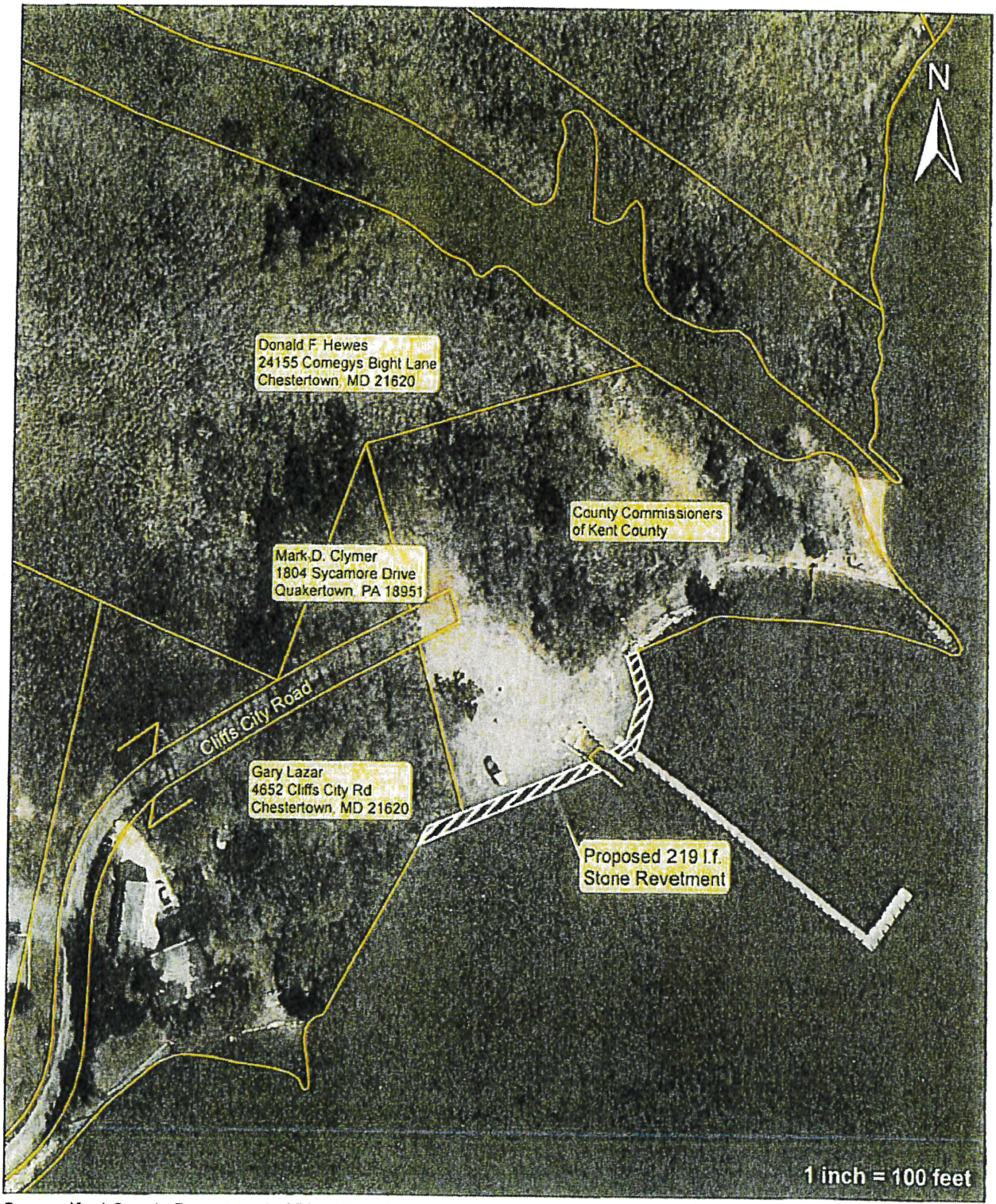
20-GL-1402
202061928
AI# 124345
5/17/2021
AJB

MARYLAND
DEPARTMENT OF
NATURAL RESOURCES

TYPICAL BULKHEAD STONE REINFORCEMENT

BOATING SERVICES
TAWES STATE OFFICE BUILDING
580 TAYLOR AVE., E-4
ANNAPOLIS, MD 21401

DATE
Sept. 2013
Drawing Number



Source: Kent County Department of Planning, Housing and Zoning, MdProperty View 2017. Aerial taken Spring 2019. Map prepared November 2020.

20-GL-1402
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5/17/2021
AJB

DEPARTMENT OF THE ARMY
BALTIMORE DISTRICT, CORPS OF ENGINEERS
ATTN: REGULATORY BRANCH
2 HOPKINS PLAZA
BALTIMORE, MD 21201

IMPORTANT INFORMATION ABOUT YOUR PROJECT

Corps Permit Tracking No.: 202061928 Date: 05/25/2021
Permittee/Project Name: / Kent County Commissioners & Gary Lazar
MDSPGP-5 Activity No.: CAT A - f(1) New Tidal Revetments and Tidal Shoreline Erosion Control Str

Dear Applicant:

The U. S. Army Corps of Engineers, Baltimore District, has determined that the proposed work meets the enclosed terms and conditions of the Maryland State Programmatic General Permit-5 (MDSPGP-5). A requisite of permit issuance requires that the applicant comply with any specific terms and conditions associated with the authorized project (conditions enclosed). This MDSPGP-5 verification is provided pursuant to Section 10 of the Rivers and Harbors Act of 1899 and/or Section 404 of the Clean Water Act. If any of the information contained in your application and/or plans is later found to be in error, the MDSPGP-5 authorization for your project may be modified, suspended, or revoked.

As a condition of the MDSPGP-5 authorization, you, the permittee, are required to complete and sign the **enclosed** Compliance Self-Certification Form regarding the completed work and any required mitigation. The signed form should be returned to the Regulatory Branch at the above address **within 60 days** following completion of the authorized work and any required mitigation.

Please be aware that the terms and conditions of this permit will continue to be binding on the new property owner(s) if structures or work authorized by this permit exist at the time of ownership transfer of the associated property. Although the construction period for work authorized by this MDSPGP-5 is finite, the permit itself, with its limitations, does not expire. To validate the transfer of this permit and the legal responsibility to comply with its terms and conditions, the transferee (new owner) must provide the Corps a mailing address and telephone number along with their signature and date in the space provided below and mail a copy to the above address.

Your MDSPGP-5 authorization is valid until September 30, 2021 unless the permit is modified, reissued, or revoked. You must remain informed of the changes to the MDSPGP-5. When changes to the MDSPGP-5 occur, a public notice announcing the changes will be issued. Be advised that you have 12 months from the effective date of the MDSPGP-5's expiration, modification or revocation to complete the work under the present terms and conditions provided you have commenced construction or are under contract to commence construction of the authorized work.

In order for this authorization to be valid, you must obtain all required Federal, State, and local permits.

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2019.10.22 10:06:08 -04'00'

Daniel P. Swenson
Chief, Regulatory Branch

TRANSFEREE SIGNATURE DATE AREA CODE / TELEPHONE NO.

PRINTED NAME ADDRESS

DEPARTMENT OF THE ARMY
BALTIMORE DISTRICT, CORPS OF ENGINEERS
ATTN: REGULATORY BRANCH
2 HOPKINS PLAZA
BALTIMORE, MD 21201

Effective October 1, 2016

202061928
Corps Permit No.

CENAB-OPR-MDSPGP-5 (MARYLAND STATE PROGRAMMATIC GENERAL PERMIT-5)

TO WHOM IT MAY CONCERN:

Upon recommendation of the Chief of Engineers, and under the provisions of Section 404 of the Clean Water Act, as amended, and Section 10 of the Rivers and Harbors Act of 1899 (33 U.S.C. 403), the Secretary of the Army hereby authorizes the discharge of dredged or fill material or the placement of structures into Waters of the United States, including wetlands and navigable waters. These discharges and structures must comply with all the terms and conditions identified in this MDSPGP-5. It has been determined that the project qualifies for the MDSPGP-5. Accordingly, you are authorized to undertake the activity pursuant to:

1. Section 10 of the Rivers and Harbors Act of 1899 (33 U.S.C. 403); and/or
2. Section 404 of the Clean Water Act (33 U.S.C. 1344).

You are authorized to perform work in accordance with the terms and conditions specified in Section VII of the MDSPGP-5 effective on October 1, 2016.

VII. **General Conditions:** To qualify for MDSPGP-5 authorization, the prospective permittee must comply with the following general conditions, as appropriate, in addition to any activity-specific impact limits and requirements identified in the Description of MDSPGP-5 Authorized Activities, and any case-specific special conditions imposed by the Corps.

A. **General Requirements:**

1. **Other Permits:** Authorization under the MDSPGP-5 does not obviate the need to obtain other Federal, State, or local authorizations required by law or to comply with all Federal, state or local laws.

2. **Geographic Jurisdiction:** This MDSPGP-5 will authorize work undertaken within the geographic limits of the State of Maryland under the regulatory jurisdiction of the Baltimore District.

3. **Applicability:** Applicability of the MDSPGP-5 must be reviewed with reference to the Corps definition of waters of the United States, including wetlands, and navigable waters of the United States. Applicants are responsible for delineating boundaries of all waters of the United States, including wetland boundaries. The identification and delineation of wetland boundaries must be accomplished in accordance with the current Federal manual for identifying jurisdictional wetlands and applicable supplemental guidance issued by the Corps of Engineers.

4. **Minimal Effects:** Projects authorized by the MDSPGP-5 must have no more than minimal individual and cumulative adverse environmental effects, as determined by the Baltimore District.

5. **Discretionary Authority:** Notwithstanding compliance with the terms and conditions of the MDSPGP-5, the Corps retains discretionary authority to require an alternate Corps permit review for any project under any categories of the MDSPGP-5 based on concerns for the aquatic environment or for any other public interest factor. This authority may be invoked on a case-by-case basis during the review process for Category B activities whenever the Corps determines that, based on the concerns stated above, the potential consequences of the proposed project warrant individual review. In some rare instances, the Corps may have concerns for the aquatic environment or for any other public interest factor pertaining to a specific proposed project, which has already received a case-specific verification as a Category A activity. In order to evaluate this project under an alternate Corps permit review, the verification must be suspended in accordance with Section VIII.E of the MDSPGP-5.

Whenever the Corps notifies an applicant that an alternate Corps permit may be required, authorization under the MDSPGP-5 is voided. No work may be conducted until the individual Corps permit is obtained, or until the Corps notifies the applicant that further review has demonstrated that the work may proceed under the MDSPGP-5.

6. **Single and Complete Projects:** The MDSPGP-5 must not be used for piecemeal work and must be applied to single and complete projects, including maintenance activities. For purposes of this MDSPGP-5, a single and complete project means the total project proposed or accomplished by one owner/developer or partnership or other association of owners/developers and which has independent utility. All components of a project, including all attendant features both temporary and permanent, must be reviewed together as constituting one single and complete project. The MDSPGP-5 must not be used for any activity or portion of a project (e.g., a pier or boat ramp), that is part of, or dependent on, an overall project (e.g., the dredging of a main navigation channel or a spur channel), for which an individual permit or some other alternate Corps permit is required. The same activity under the MDSPGP-5 cannot be used more than once for the same single and complete project.

7. **Use of Multiple MDSPGP-5 Activities:** More than one MDSPGP-5 activity may be used to authorize a single and complete project. However, the specific requirements, including all activity-specific requirements and impact thresholds, must be met for each MDSPGP-5 activity and the total extent of project impacts must not exceed the acreage and/or linear foot limit of the MDSPGP-5 activity with the highest specified acreage and/or linear foot limit. For example, if a road crossing is authorized under Category A of Section IV.B.1.(d)(1) with an associated nontidal bank stabilization authorized under Section IV.B.1.f.(4)(a), the maximum total impact limits to nontidal waters of the United States for the single and complete project may not exceed 10,000 square feet in total area and/or 500 linear feet in total length. The road crossing and nontidal bank stabilization activities must still meet all Category A activity-specific requirements and impact thresholds.

A single and complete project with multiple impacts, that may be eligible for authorization under a Category A and a Category B activity, requires an application submittal to the Corps and review under the MDSPGP-5 Category B verification procedures. All specific requirements, including the activity-specific requirements and impact thresholds of the Category A activity and the Category B activity must be met and the total extent of project impacts must not exceed to total acreage and/or linear foot limit of the MDSPGP-5 activity with the highest specified acreage and/or linear foot limit. For example, if a road crossing is authorized under Category A of Section IV.B.1.(d)(1) with an associated nontidal bank stabilization authorized under Section IV.B.f.(4)(b), the maximum total impact limits to waters of the United States for the single and

complete project may not exceed 1/2 acre (21,780 square feet) in total area and/or 2,000 linear feet in total length. The road crossing activity must meet the Category A activity-specific requirements and impact thresholds, and the nontidal bank stabilization activity must meet the Category B activity-specific requirements and impact thresholds.

8. **Permit On-Site:** The permittee must ensure that a copy of the MDSPGP-5 and the accompanying authorization letter are at the work site at all times. These copies must be made available to any regulatory representative upon request. Although the permittee may assign various aspects of the work to different contractors or sub-contractors, all contractors and sub-contractors must be expected to comply with all conditions of any general permit authorization.

9. **Authorized Activities in Navigable Waters Subject to Section 10 of the Rivers and Harbors Act of 1899:**

a. If future operations by the United States require removal, relocation, or other alteration of the structure or work herein authorized, or if, in the opinion of the Secretary of the Army or his authorized representative, said structure or work must cause unreasonable obstruction to the free navigation of the navigable water, the permittee will be required, upon due notice from the Corps, to remove, relocate, or alter the structural work or obstructions caused thereby, without expense to the United States. No claim must be made against the United States on account of any such removal or alteration.

b. The permittee acknowledges the possibility that the structure permitted herein may be subject to damage by wave wash from passing vessels and/or ice flows within the waterway. The issuance of this permit does not relieve the permittee from taking all proper steps to ensure the integrity of the structure permitted herein and the safety of vessels moored thereto from damage by wave wash and/or ice flows, and the permittee must not hold the United States liable for such damage.

c. The permittee must install and maintain, at his/her expense any safety lights, markers, and/or signals prescribed by the USCG, through regulations or otherwise, on the authorized facilities and/or structures. The permittee must contact the Commander (AOWW), Fifth Coast Guard District, Federal Building, 431 Crawford Street, Portsmouth, Virginia, 23704, to ascertain the need for obstruction lights. Prior to commencing the construction or installation of an authorized structure in navigable waters of the United States, the permittee must submit a "Private Aids to Navigation Application" to the Commander of the USCG.

d. The permittee must provide location coordinates of the authorized structures, including minimum depth and other pertinent information to the USCG and request that a Local Notice to Mariners is issued regarding the authorized work.

10. **For Aerial Transmission Lines Across Navigable Waters:** The following minimum clearances are required for aerial electric power transmission lines crossing navigable waters of the United States. These clearances are related to the clearances over the navigable channel provided by existing fixed bridges, or the clearances which would be required by the USCG for new fixed bridges, in the vicinity of the proposed aerial transmission line. These clearances are based on the low point of the line under conditions producing the greatest sag, taking into consideration temperature, load, wind, length of span, and type of supports as outlined in the National Electrical Safety Code:

NOMINAL SYSTEM VOLTAGE (kV)	Minimum additional clearance (ft.) above clearance required for bridges.
115 and below	20
138	22
161	24
230	26
350	30
500	35
700	42
750-765	45

a. Clearances for communication lines, stream gauging cables, ferry cables, and other aerial crossings must be a minimum of ten feet above clearances required for bridges, unless specifically authorized otherwise by the District Engineer.

b. Corps Regulation ER 1110-2-4401 prescribes minimum vertical clearances for power communication lines over Corps lake projects. In instances where both the National Electrical Safety Code requirements and ER 1110-2-4401 apply, the greater minimum clearance is required.

B. **National Concern:**

1. **Historic Properties:** Any activity authorized by the MDSPGP-5 must comply with Section 106 of the National Historic Preservation Act. Maryland Department of the Environment, in cooperation with the Maryland Historic Trust, must conduct an initial review and notify the Corps if any archaeological or other cultural resources are in the vicinity of the project. The Corps may require applicants to perform a survey of archaeological and historical resources in the project area. The Corps must determine whether National Historic Preservation Act Section 106 consultation is required. The applicant must notify the Corps if they have knowledge that the activity may affect any historic properties listed or eligible for listing, or that the applicant has reason to believe may be eligible for listing on the National Register of Historic Places. Upon discovery of any previously unknown historic, cultural, or archeological resources or remains while accomplishing the activity authorized by this permit, the permittee must immediately notify the Corps of what has been found, and avoid construction activities that may affect the resources or remains until the required coordination has been completed. The Corps will initiate the Federal, Tribal, and state coordination required to determine if the items or remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places. The permittee must not begin or continue work until notified by the District Engineer that the requirements of the National Historic Preservation Act have been satisfied and that the activity may proceed. Information on the location and existence of historical resources can be obtained from the MHT, Office of Preservation Services, and the National Register of Historic Places. The Corps will conclude all tribal coordination in accordance with the District's tribal coordination procedures prior to verifying an activity authorized by MDSPGP-5.

2. **Tribal Rights:** No activity or its operation may impair reserved tribal rights, including but not limited to, reserved water rights and treaty fishing and hunting rights.

3. **National Lands:** Activities authorized by the MDSPGP-5 must not impinge upon the value of any Federal land, including but not limited to, National Wildlife Refuges, National Forests, National Parks, National Marine Sanctuaries, or any area administered by the FWS, U.S. Forest Service, or National Park Service (e.g., Assateague Island National Seashore).

4. **Endangered Species:** The MDSPGP-5 does not authorize any activity that may directly or indirectly affect a threatened or endangered species or a species proposed for such designation, as identified under the Federal ESA; or which may directly or indirectly destroy or adversely modify the critical habitat of such species unless and until appropriate coordination with the applicable resource agency(s) is complete and all such issues are resolved in accordance with the applicable regulations and procedures. Prior to application submittal, applicants must conduct an initial review for ESA resources, including FWS and/or NMFS species or critical habitat, utilizing the appropriate website(s) provided below. A complete permit application must contain evidence that the applicant has already contacted and received a response from the FWS and/or NMFS concerning any Federally listed or proposed threatened and endangered species and designated or proposed critical habitat that may be affected by the proposed activity. For FWS ESA species, an applicant must use the FWS Chesapeake Bay Field Office Project Review website (FWS website tool) provided below to determine if any Federally listed species are present in the proposed project area. A complete application must contain one of the following: *If species or designated critical habitat are determined to be present in the proposed project area using the FWS website tool:* A FWS Official Species List tailored for the proposed project area must be obtained and submitted with the application. An Official Species List is considered valid for 90 days. *If no listed species or designated critical habitat are determined to be present in the proposed project area using the FWS website tool:* A report that includes an online self-certification letter, map of action area, and Official Species List must be obtained and submitted with the application. For NMFS species and/or critical habitat, an applicant must use the NOAA Fisheries Species Information and Maps website (NMFS website tool) provided below to determine if any Federally listed species or critical habitat are present in the proposed project area. A complete application must include mapping depicting the project location in relation to any Federally listed species and/or critical habitat. For assistance please contact Mr. Brian Hopper of NMFS Fisheries at 410.573.4592. MDE must conduct an initial review and notify the Corps and FWS or NMFS if any Federally listed species or critical habitat is likely to be in the vicinity of the project. MDE, in cooperation with MD DNR, must conduct an initial review and notify the Corps and FWS if any Federally listed species or critical habitat is likely to be in the vicinity of the project. The Corps must determine if consultation with FWS or NMFS is required under Section 7 of the ESA. If consultation is required, the applicant, after notification, must not begin or continue work until notified by the Corps that the requirements of the ESA have been satisfied and that the activity is eligible for authorization. Information on the location of threatened and endangered species and their critical habitat can be obtained from the offices of the FWS and NMFS or their web pages at: https://www.greateratlantic.fisheries.noaa.gov/protected/section7/guidance/maps/index.html and, http://www.fws.gov/chesapeakebay/EndSppWeb/ProjectReview/Index.html respectively.

National Marine Fisheries Service – Endangered Species Act Requirements:

a. **Interactions with National Marine Fisheries Service Federally Threatened or Endangered Species:** Any interaction between a sea turtle or any species listed now or in the future under Federal law as a threatened or endangered species ("listed species") (e.g., North

Atlantic right whale, humpback whale, shortnose sturgeon) and the vessels associated with the project must be reported to the NMFS as follows: If the animal appears alive and uninjured (i.e., breathing normally, no visible wounds, movement uninhibited), the permittee or its representative must report the incident to the NMFS Northeast Region Marine Mammal and Sea Turtle Stranding and Entanglement Hotline at (866) 755-6622 within 24 hours of returning from the trip on which they made the discovery. If the animal requires assistance, the call to the hotline must be made immediately. If the animal appears to be injured (i.e. bleeding, gasping for air, etc.) or dead, the permittee or its representative must also immediately call the hotline so the appropriate rehabilitation or stranding network representative can be contacted. The applicant must also notify the Corps of all correspondence and interaction with the NMFS within two calendar days. Additional information about any Federally threatened or endangered species may be obtained from the attached fact sheet or online at: http://www.nero.noaa.gov/prot_res/stranding/SpeciesOverview.html and at: http://www.nero.noaa.gov/prot_res/esp/. An interaction is defined as an entanglement or capture of a listed species or a strike/direct contact between vessels or equipment used for the project and a listed species.

b. **Vessel Buffer:** When listed species are sighted, vessels must attempt to maintain a distance of 50 yards (150 feet) or greater between the animal and the vessel whenever possible. State and Federal regulations prohibit approaching a right whale within a 500 yard (1,500 foot) buffer zone. Any vessel finding itself within the 500 yard (1,500 foot) buffer zone created by a surfacing right whale must depart immediately at a safe, slow speed. If other listed species are detected, vessels will reduce their speeds to 10 knots or to the maximum extent practicable to ensure human safety. If listed species are sighted off of a moving dredge, intentional approaches within 100 yards (300 feet) of the animal must be avoided. Vessels must reduce speeds to 4 knots or the lowest speed practicable to ensure human safety. Any interactions must be reported to the NMFS.

c. **Best Management Practices Applicable to Category A and Category B Activities within Tidal Waters and Wetlands:**

i. **Pile Driving for Category A Activities:** For the protection of listed species, pile driving methods must maintain noise level thresholds not to exceed 150 db re 1 µPa RMS or 206 dB peak re 1µPa and must meet **one** of the following conditions:

(1) Plastic or concrete piles must be less than 12 inches when a cushioned impact hammer or vibratory hammer is utilized for installation.

(2) Timber piles must be 10 inches or less when a vibratory hammer is utilized for installation.

(3) Vinyl or timber sheet piles must be 24 inches or less in width, as measured from the outer edge of corrugation to the inner edge of corrugation, when a cushioned impact hammer or vibratory hammer is used.

(4) Pile driving activities must be located within freshwater tributaries or within tidal or nontidal wetlands.

(5) Piles of any size/type with any hammer method must be installed behind diversion structures or in the dry when the tide is out in the intertidal zone.

(6) Piles of any size/type with any hammer method must be installed between November 30 and March 15.

(Note: Any pile driving activity that does not meet one of the conditions above must be reviewed by the Corps as a Category B activity or an alternate Corps permit review process, as appropriate.

ii. **Pile Driving for Category A and Category B Activities:** For Category A and Category B activities, pile driving must be initiated with a soft start each day of pile driving, building up power slowly from a low energy start-up over a 20 minute period to allow for fish and other wildlife to leave the area.

iii. **Sediment Disturbing Activities Time-of-Year Restriction:** Sediment disturbing activities, which includes pile driving activities, are prohibited during the period April 1 through June 30 within all tidal waters of the Chesapeake Bay in Maryland and its tidal tributaries with salinity levels <6 ppt for the protection of shortnose sturgeon during early life stages in these waters.

5. **Essential Fish Habitat (EFH) and Fish and Wildlife Coordination Act:** Section 305(b)(2) of the Magnuson-Stevens Fishery Conservation and Management Act requires an EFH consultation with the NMFS for any action or proposed action authorized, funded, or undertaken by a Federal agency that may adversely affect EFH. Essential Fish Habitat has been defined by Congress as "those waters and substrate necessary to fish for spawning, breeding, feeding, or growth to maturity." The designation and conservation of EFH seeks to minimize adverse effects on habitat caused by fishing and non-fishing activities. NMFS has determined that many of the MDSPGP-5 Category A activities are eligible for EFH general or programmatic concurrence and require no further EFH consultation. National Marine Fisheries Service, in consultation with the District, has determined that individual EFH consultation is needed for some projects potentially eligible for authorization under Category A of the MDSPGP-5 that may adversely affect EFH. The Corps will coordinate with NMFS as part of the Category B review procedures. EFH conservation recommendations made by NMFS will normally be included as a permit requirement by the Corps. If the EFH coordination and consultation requirements cannot be resolved under the MDSPGP-5 process, an alternate Corps permit review process is required for the project.

6. **Wild and Scenic Rivers:** No activity is authorized under the MDSPGP-5 that occurs in a component of the National Wild and Scenic River System, including rivers officially designated by Congress as study rivers for possible inclusion in the system, while such rivers are in an official study status, unless the appropriate Federal agency, with direct management responsibility for the river, has determined in writing that the proposed activity will not adversely affect any National Wild and Scenic River, including study rivers. Information on Wild and Scenic Rivers may be obtained from the appropriate Federal land management agency in the area (e.g., National Park Service, U. S. Forest Service, Bureau of Land Management, or FWS).

7. **Federally Authorized Civil Works Projects:**

a. **Federal Navigation Projects:** The MDSPGP-5 does not authorize interference with any existing or proposed Federal navigation projects. The permittee understands and agrees that, if future operations by the United States require the removal, relocation, or other alteration of the structure or work herein authorized, or if, in the opinion of the Secretary of the Army or his authorized representative, said structure or work must cause unreasonable obstruction to the free navigation of the navigable waters, the permittee will be required, upon due notice from the Corps, to remove, relocate, or alter the structural work or obstructions caused thereby, without expense to the United States. No claim must be made against the United States on account of any such removal or alteration. (See VII.A.9.a.)

b. **Federal Navigation Channel Setbacks:** All activities must comply with the Baltimore District Minimum Setback Guidance for Structures Along Federally Authorized Channels. Please see the Baltimore District's Regulatory webpage to view this guidance: http://www.nab.usace.army.mil/Missions/CivilWorks/NavMaps.aspx

c. **Other Federally Authorized Civil Works Properties and/or Projects (e.g., flood control, dams, and reservoirs):** The MDSPGP-5 does not authorize interference to any proposed or existing Federally authorized civil works project.

d. **Activities Affecting Structures or Works Built by the United States:** Engineer Circular (EC 1165-2-216) provides policy and procedural guidance for processing requests by private, public, tribal, or other federal entities, to make alterations to, or temporarily or permanently occupy or use, any US Army Corps of Engineers (USACE) federally authorized civil works project, pursuant to 33 USC 408 (Section 408). Proposed alterations must not be injurious to the public interest or affect the USACE project's ability to meet its authorized purpose. The decision on a Department of the Army permit application pursuant to Section 10/404/103 cannot and will not be rendered prior to the decision on the Section 408 request. An activity that requires Section 408 permission is not authorized by the MDSPGP-5 until the Corps issues the Section 408 permission to alter, occupy, or use the USACE project, and the Corps issues a written MDSPGP-5 verification.

8. **Federal Liability:** In issuing this permit, the Federal Government does not assume any liability for the following:

a. Damages to the permitted project, or uses thereof, as a result of other permitted or unpermitted activities or from natural causes;

b. Damages to the permitted project or uses thereof as a result of current or future activities undertaken by or on behalf of the United States in the public interest;

c. Damages to persons, property, or to other permitted or unpermitted activities or structures caused by the activity authorized by this permit;

d. Design or construction deficiencies associated with the permitted work;

e. Damage claims associated with any future modification, suspension or revocation of the MDSPGP-5 or any specific MDSPGP-5 verification.

9. **Navigation:** Projects authorized under the MDSPGP-5 must not cause interference with navigation, and no attempt must be made by the permittee to prevent the full

and free use by the public of all navigable waters at or adjacent to projects authorized under the MDSPGP-5. Nothing in the MDSPGP-5 must in any way restrict the District Engineer, U.S. Army Engineer District, Baltimore, from exercising his legal authority to protect the public interest in navigation or from exercising his authority under the Navigation Servitude of the United States. (See VII.A.9.)

10. **Fills Within 100-Year Floodplain:** The activity must comply with applicable Federal Emergency Management Agency approved State or local floodplain management requirements.

11. **Safety of Impoundment Structures:** To ensure that all impoundment structures are safely designed, the Corps may require non-Federal applicants to demonstrate that the structures comply with established State dam safety criteria or have been designed by qualified persons. The Corps may also require documentation that the design has been independently reviewed by similarly qualified persons, and appropriate modifications made to ensure safety.

12. **Migratory Birds and Bald and Golden Eagles:** The permittee is responsible for obtaining any "take" permits required under the FWS's regulations governing compliance with the Migratory Bird Treaty Act or the Bald and Golden Eagle Protection Act. The permittee should contact the appropriate local office of the FWS to determine if such "take" permits are required for a particular activity.

13. **Environmental Justice:** Activities authorized under this MDPSGP-5 must comply with Executive Order 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations."

14. **Hazardous Wildlife Attractants On or Near Airports:** Permittees must consider the activity's effects on aviation safety and design a project so it does not create a wildlife hazard. All authorized activities that may attract hazardous wildlife must be consistent with the siting criteria and land use practice recommendations stated in Section 1-3 of the Federal Aviation Administration Advisory Circular 150/5200-33. This document can be found at: http://www.faa.gov/documentLibrary/media/advisory_circular/150-5200-33B/150_5200_33b.pdf

15. **Water Quality Certification:** Permittees must satisfy any conditions imposed by the State of Maryland and EPA, where applicable, in their Water Quality Certification for the MDSPGP-5 pursuant to Section 401 of the Clean Water Act. On September 13, 2016, the Maryland Department of the Environment issued WQC for the MDSPGP-5 subject to the condition that the applicant obtains all necessary State permits and approvals. The Corps or State may require additional water quality management measures to ensure that the authorized activity does not result in more than minimal degradation of water quality.

16. **Coastal Zone Management Consistency (CZM):** The Corps determined that all activities authorized under the MDSPGP-5 will be carried out in a manner consistent with the Coastal Zone Management Program pursuant to Section 307 of the Federal Coastal Zone Management Program of 1972, as amended. On September 13, 2016, the Maryland Department of the Environment concurred with the Corps' determination provided that the applicant obtains all necessary State permits and approvals. Permittees must satisfy any additional conditions imposed by the State of Maryland in their CZM concurrences for the MDSPGP-5.

17. **Coastal Barrier Resources Act (CBRA):** Federal funding for certain activities requiring Corps authorization may be prohibited within the established Coastal Barrier Resources System, which is a defined set of coastal barrier units located along the Atlantic, Gulf of Mexico, Great Lakes, U.S. Virgin Islands, and Puerto Rico coasts. Activities authorized under the MDSPGP-5 must comply with the CBRA. More detailed information can be found at: http://www.fws.gov/cbra.

C. **Minimization of Environmental Impacts:**

1. **Avoidance and Minimization:** Discharges of dredged or fill material into waters of the United States and adverse impacts of such discharges on the aquatic ecosystem, both temporary and permanent, must be avoided and minimized to the maximum extent practicable at the project site (i.e., on-site). Mitigation in all its forms (avoiding, minimizing, rectifying, reducing or compensating for resource losses) will be required to the extent necessary to ensure that the adverse effects to the aquatic environment are minimal.

2. **Mitigation Standards:** The Corps will consider the following factors when determining appropriate and practicable mitigation necessary to ensure that the adverse effects on the aquatic environment are minimal and that the project is eligible for authorization under the MDSPGP-5:

a. Wetlands: Compensatory wetland mitigation at a minimum one-for-one ratio will be required for all permanent tidal or nontidal wetland losses that exceed 5,000 square feet and that require an application submittal for Corps authorization, unless the Corps determines in writing that either some type of mitigation or ratio of mitigation other than a one-to-one ratio would be more appropriate or the adverse effects of the proposed activity are minimal, and provides a project-specific waiver of this requirement. For wetland losses of 5,000 square feet or less that require an application submittal for Corps authorization, the Corps may determine on a case-by-case basis that compensatory mitigation is required to ensure that the activity results in minimal adverse effects on the aquatic environment. Generally, the minimum required wetland mitigation ratios will be as follows: 2:1 for forested and scrub-shrub wetlands; 1:1 for herbaceous emergent wetlands, and 1:1 for permanent conversion of forested wetlands to herbaceous emergent wetlands. Maintenance of previously authorized activities typically does not require mitigation. Since the likelihood of success is greater and the impacts to potentially valuable uplands are reduced, wetland restoration should be the first compensatory mitigation option considered.

b. Streams and Other Open Waters: Compensatory mitigation at a minimum one-for-one ratio will be required for permanent losses of streams or other open waters that exceed 200 linear feet and that require an application submittal for Corps authorization, unless the Corps determines in writing that either some other type of mitigation would be more appropriate or the adverse effects of the proposed activity are minimal, and provides a project-specific waiver of this requirement. Compensatory mitigation, such as stream rehabilitation, enhancement (including enhancement of riparian buffers), or preservation, focusing on functional replacement, may be required to ensure that the activity results in minimal adverse effects on the aquatic environment. In addition, compensatory mitigation plans for losses of streams and other open waters will normally include a requirement for the restoration or establishment, maintenance, and site protection of riparian areas next to open waters. Riparian buffer areas should consist of native species. The width of the required riparian area will address documented water quality or aquatic habitat impact concerns. Typically, the riparian

area will not be less than 25 feet wide on each side of the stream, but the Corps may require wider riparian areas to address documented water quality or habitat loss concerns. Furthermore, the Corps may determine that restoration or establishment of a riparian area along a single bank or shoreline is sufficient when it is not possible to establish a riparian area on both sides of a stream, or if the waterbody is a lake or coastal waters.

c. All compensatory mitigation projects provided to offset losses of aquatic resources must comply with the applicable provisions of 33 CFR Part 332.

d. The applicant is responsible for proposing an appropriate compensatory mitigation option if compensatory mitigation is necessary to ensure that the activity results in minimal adverse effects on the aquatic environment. Applicants may propose the use of mitigation banks, in-lieu-fee programs, or separate permittee-responsible mitigation.

e. When permittee-responsible mitigation is the proposed compensatory mitigation option, the applicant is responsible for submitting a compensatory mitigation plan. A conceptual or detailed mitigation plan may be used by the Corps to make the decision on the MDSPGP-5 verification request, but a final mitigation plan that addresses the applicable requirements of 33 CFR 332.4(c)(2) – (14) must be approved by the Corps prior to the commencement of work in waters of the United States. The special conditions of the MDSPGP-5 verification must clearly indicate the party or parties responsible for the implementation, performance, and, if required, the long-term management of the permittee-responsible compensatory mitigation project.

f. When mitigation bank or in-lieu fee program credits are the proposed option, the mitigation plan only needs to address the baseline conditions at the impact site and the number and resource type of credits to be provided. The special conditions of the MDSPGP-5 verification must either identify the specific mitigation bank or in-lieu fee program, or state that the specific mitigation bank or in-lieu fee program used to provide the required compensatory mitigation must be approved by the Corps before the credits are secured and prior to the commencement of the work in waters of the United States.

g. For losses of marine or estuarine resources, permittee-responsible compensatory mitigation may be environmentally preferable if there are no mitigation banks or in-lieu fee programs in the area that have marine or estuarine credits available for sale or transfer to the permittee.

h. Compensatory mitigation will not be used to increase the impact thresholds allowed by the acreage limits of the MDSPGP-5. For example, if an activity has an acreage limit of ½ acre, it cannot be used to authorize any project resulting in temporary and permanent impacts greater than ½ acre of waters of the United States, even if compensatory mitigation is provided that replaces or restores some of the impacted waters. However, compensatory mitigation can and should be used, as necessary, to ensure that a project already meeting the terms and conditions, including the acreage limits, also satisfies the minimal impact requirement associated with the MDSPGP-5.

3. **Work in Wetlands:** Heavy equipment working in wetlands must be avoided if possible and, if required, soil and vegetation disturbance must be minimized by using techniques such as timber mats, geotextile fabric, and vehicles with low-pressure tires. Disturbed areas in wetlands must be restored to preconstruction contours and elevations upon completion of the work.

4. **Temporary Fill and Mats:** Temporary fill and the use of mats are both considered a discharge of fill material and must be included in the quantification of impact area authorized by the MDSPGP-5. Temporary fill (e.g., access roads, cofferdams) in waters and wetlands authorized by the MDSPGP-5 must be properly stabilized during use to prevent erosion. Temporary fill in wetlands must be placed on geotextile fabric laid on the existing wetland grade. Upon completion of the work, all temporary fills must be disposed of at an upland site, suitably contained to prevent erosion and transport to a waterway or wetland. Temporary fill areas must be restored to their original, pre-construction contours and revegetated with native wetland species.

5. **Erosion and Sediment Control:** Adequate erosion and sediment control measures, practices, and devices, such as turbidity curtains in tidal waters, vegetated filter strips, geotextile silt fences, phased construction, or other devices or methods, must be used to reduce erosion and retain sediment on-site during and after construction. These devices and methods must be capable of (a) preventing erosion, (b) collecting sediment and suspended and floating materials, and (c) filtering fine sediment. Erosion and sediment control devices must be removed when the work is complete and the site has been successfully stabilized. The sediment collected by these devices must be removed and placed at an upland location, in a manner that will prevent its later erosion into a waterway or wetland. All exposed soil and other fills must be permanently stabilized at the earliest practicable date. In-stream work must be conducted "in the dry" whenever practicable. This should be accomplished using stream diversion devices, other than earthen or stone cofferdams. In addition, work in waters of the United States should be performed during periods of low-flow or no-flow, whenever practicable.

6. **Aquatic Life Movements:** No activity may substantially disrupt the necessary life-cycle movements of those species of aquatic life indigenous to the waterbody, including those species that normally migrate through, or spawn/nursery within the area (e.g., anadromous/catadromous fish); unless the activity's primary purpose is to impound water. Culverts placed in streams must be installed to maintain low flow conditions. A low flow channel must be maintained through any discharges placed for armoring across the channel so as to not impede flow in the waterway and/or not to block or impede the movements of anadromous, estuarine, and resident fish. Permanent culverts or pipes placed in streams must be depressed in accordance with the State of Maryland regulations. If depression of the culvert is not practicable, the applicant must submit a narrative, along with their application, documenting measures evaluated to minimize disruption of the movement of aquatic life, as well as specific documentation concerning site conditions and limitations on depressing the culvert, cost, and engineering factors that prohibit depressing the pipe/culvert. Options that need to be considered include the use of a bridge, bottomless pipe, partial depression, or other measures to provide for the movement of aquatic organisms. The documentation must also include photographs documenting site conditions. The applicant may find it helpful to contact their regional fishery agency for recommendations about the measures to be taken to allow for fish passage.

7. **Water Crossings:**

a. All temporary and permanent crossings of waterbodies must be suitably bridged, culverted, or otherwise constructed to withstand and to prevent the restriction of high flows and tidal flows; to maintain existing low flows; and to prevent the obstruction of movement by aquatic life indigenous to the water body, including anadromous, estuarine, and resident fish species.

b. All water crossings (e.g., utility lines and road crossings) must be constructed roughly perpendicular to waters of the United States, including streams and adjacent wetlands, except for instances where the existing on site conditions would require a diagonal crossing of the waterway. Where a utility line or access road is constructed parallel to a stream corridor, an undisturbed buffer must be maintained between the utility line/access road and the waterway to avoid or minimize potential future impacts to waters of the United States. These potential impacts would include such issues as sewer line leaks or failures, future stream channel meandering, stream bank instability and failure, and right-of-way maintenance.

c. Water crossings must be constructed "in the dry" whenever practicable. This should be accomplished by using stream diversion devices other than earthen or stone cofferdams.

d. Equipment must cross streams only at suitably constructed permanent or temporary crossings.

e. Temporary structures and fills must be removed and the area restored to its original contours and elevations, or to the conditions specified in the approved plans. The temporary structures and the areas of fill associated with these structures must be included in the total waterway/wetlands impacts.

8. **Discharge of Pollutants:** All activities that are authorized under the MDSPGP-5 and that involve any discharge or relocation of pollutants into waters of the United States must be consistent with applicable water quality standards, effluent limitations, standards of performance, prohibitions, and pretreatment standards and management practices established pursuant to the CWA (33 U.S.C. 1251 et. Seq.), and applicable State and local laws and regulations. No discharge of dredged or fill material in association with this authorization may consist of unsuitable material such as trash, debris, car bodies, asphalt, etc.

9. **Spawning Areas:** Activities, including structures and work in navigable waters of the United States or discharges of dredged or fill materials in fish and shellfish spawning or nursery areas during spawning seasons, must be avoided. Impacts to these areas must be avoided or minimized to the maximum extent practicable during all other times of year. Activities that result in the physical destruction (e.g., through excavation, dredging, mining, fill, or significant downstream sedimentation by substantial turbidity) of an important spawning/nursery area (as determined by National Marine Fisheries Service and/or FWS) are not authorized by this MDSPGP-5.

10. **Waterfowl Breeding and Wintering Areas:** Discharges into breeding and wintering areas for migratory waterfowl must be avoided to the maximum extent practicable.

11. **Environmental Values:** The permittee must make every reasonable effort to construct or operate the work authorized under the MDSPGP-5 in a manner that maintains as many environmental values as practicable, and that avoids or minimizes any adverse impacts on existing fish, wildlife, and natural environmental values.

12. **Management of Water Flows:** To the maximum extent practicable, the pre-construction course, condition, capacity, and location of open waters must be maintained for each activity, including stream channelization and storm water management activities. The activity must be constructed to withstand expected high flows. The activity must not restrict or impede the passage of normal or high flows. The activity may alter the pre-construction course,

condition, capacity, and location of open waters if it benefits the aquatic environment (e.g., stream restoration or relocation activities).

13. **Water Supply Intakes:** No discharge of dredged or fill material may occur in the proximity of a public water supply intake.

D. **Procedural Conditions:**

1. **Inspections:** The permittee must permit the District Engineer or his authorized representative(s) to make periodic inspections at any time deemed necessary to ensure that the work is being performed in accordance with the terms and conditions of the MDSPGP-5. The District Engineer may also require post-construction engineering drawings (as-built plans) for completed work, and post-dredging survey drawings for any dredging work.

2. **Compliance Certification:** Every permittee who receives a written MDSPGP-5 verification must submit a signed Compliance Certification Form within 60 days following completion of the authorized work and any required mitigation (but not mitigation monitoring, which requires separate submittals). Failure to submit the Compliance Certification Form by the permittee could result in the Corps taking appropriate non-compliance enforcement action against the permit holder. The Corps will provide a blank copy of the Compliance Certification Form to the permittee with the MDSPGP-5 verification. The completed form will include the following:

a. A statement that the authorized work either was or was not done in accordance with the MDSPGP-5 verification, including any general and/or specific conditions. If the activity was not done in accordance with the MDSPGP-5 verification, including any general and/or specific conditions and requirements, the permittee must describe the specifics of the deviation from the authorized activity.

b. A statement that any required mitigation was or was not completed in accordance with the permit conditions. If the mitigation was not completed in accordance with the permit conditions, the permittee must describe the specifics of the deviation from the permit conditions.

c. The signature of the permittee, certifying the completion of the work and compensatory mitigation.

After the project is completed, the certification must be sent to the Baltimore District at the following address:

U. S. Army Corps of Engineers
Baltimore District
Attn: Regulatory
2 Hopkins Plaza
Baltimore, Maryland 21201

3. **Transfer of MDSPGP-5 Verifications:** If the permittee sells the property associated with a MDSPGP-5 verification, the permittee may transfer the MDSPGP-5 verification to the new owner by submitting a letter to the Baltimore District Corps of Engineers office to validate the transfer. A copy of the MDSPGP-5 verification must be attached to the letter, and the letter must contain the following statement and signature:

"When the structures or work authorized by this MDSPGP-5 are still in existence at the time the property is transferred, the terms and conditions of this MDSPGP-5, including special conditions, will continue to be binding on the new owner(s) of the property. To validate the transfer of this MDSPGP-5 permit and the associated liabilities associated with compliance with its terms and conditions, have the transferee sign and date below."

_____ _____

(Transferee) (Date)

4. **Maintenance:** The permittee must properly maintain the work or structure authorized by the MDSPGP-5 in good condition and in compliance with the terms and conditions of the MDSPGP-5, including maintenance to ensure public safety.

5. **Property Rights:** The MDSPGP-5 does not convey any property rights, either in real estate or material, or any exclusive privileges, nor does it authorize any injury to property or invasion of rights or any infringement of Federal, State, or local laws or regulations.

6. **Modification, Suspension and Revocation:** The MDSPGP-5, or any verification under it, may be either modified, suspended, or revoked, in whole or in part, pursuant to DA policies and procedures and any such action must not be the basis for any claim for damages against the United States. The Corps will issue a public notice announcing any changes to the MDSPGP-5 when they occur; however, it is incumbent upon the permittee to remain informed of any changes to the MDSPGP-5

7. **Restoration:** The permittee, upon receipt of a notice of revocation of authorization under the MDSPGP-5, may be required to restore the wetland or waterway to its former condition, without expense to the United States and as directed by the Secretary of the Army or his authorized representative. If the permittee fails to comply with such a directive, the Secretary or his designee may restore the wetland or waterway to its former condition, by contract or otherwise, and recover the cost from the permittee.

8. **Special Conditions:** The Corps may impose special conditions on any project authorized under the MDSPGP-5, in cases where the Corps determines that special conditions are necessary to avoid or minimize adverse effects on the environment or on any other factor of the public interest. Failure to comply with all conditions of the authorization/ verification, including special conditions, will constitute a permit violation/unauthorized work and may subject the permittee to criminal, civil, or administrative penalties, and/or restoration.

9. **False or Incomplete Information:** In granting authorization pursuant to this permit, the Baltimore District will rely upon information and data provided by the permittee. If the Corps or MDE verifies the project under the MDSPGP-5 and subsequently discovers that it has relied on false, incomplete, or inaccurate information provided by the permittee, the MDSPGP-5 verification may be revoked, in whole or in part, and/or the United States may institute appropriate legal proceedings.

10. **Compliance:** Any activity performed in waters of the United States, including wetlands and navigable waters that is not in compliance with all the terms and conditions of the MDSPGP-5, which includes the MDSPGP-5 authorized activity activity-specific requirements,

constitutes unauthorized work and is subject to an enforcement action by the Corps or the EPA. Furthermore, the MDSPGP-5 does not delegate any Section 404 enforcement or regulatory authority. Unauthorized work in waters of the United States, including wetlands and navigable waters, is subject to one or more of the following responses by EPA and/or the Corps:

a. A Cease and Desist order and/or an administrative compliance order requiring remedial action.

b. Initiation and assessment of a Class I administrative penalty order pursuant to Section 309(g) of the CWA.

c. Initiation and assessment of a Class II administrative penalty for continuing violation pursuant to Section 309(g) of the CWA.

d. Referral of the case to the U. S. Attorney with a recommendation for a civil or criminal action.

e. If the Corps determines that an after-the-fact application is appropriate, it will be reviewed following the appropriate procedures.

f. Any other appropriate response.

DEPARTMENT OF THE ARMY
BALTIMORE DISTRICT, CORPS OF ENGINEERS
ATTN: REGULATORY BRANCH
2 HOPKINS PLAZA
BALTIMORE, MD 21201

202061928
Corps Permit Tracking No.

MDSPGP-5
ACTIVITY f (1)
New Tidal Revetments and Tidal Shoreline Erosion Control Structures

The authorized New Tidal Revetments and Tidal Shoreline Erosion Control Structures other than Revetments activities must comply with the following applicable activity specific conditions indicated by an "X" in the boxes below, all general conditions of this permit, and any project-specific special conditions.

This activity authorizes discharges of dredged or fill material associated with construction of tidal shoreline erosion control structures and construction of new tidal revetments. Examples of shoreline erosion control structures include, but are not limited to, low profile sills, breakwaters, and groins. All work authorized by this activity, including discharges, must comply with all activity-specific impact limits and requirements listed below, in addition to the general conditions of this permit. (Sections 10 and 404; limited to all tidal waters and wetlands).

☒ **Category A Impact Limits and Requirements:**

(i) For new tidal revetments and tidal shoreline erosion control structures (e.g., low profile stone sills, breakwaters, etc.), the structure is limited to 500 linear feet in length along the shoreline, total impacts to waters of the United States must not exceed 5,000 square feet, and the structure must not extend more than 10 feet channelward of the mean high water shoreline.

(ii) New tidal groins must not extend more than 25 feet channelward of the mean high water shoreline. For new tidal groins that meet the activity specific conditions of Category A, the structure must be constructed with vents/windows or as a low-profile structure so as to minimize impacts to the littoral drift.

(iii) This Category A activity does not authorize discharges of dredged or fill material into special aquatic sites, including intertidal mudflats, wetlands, shellfish beds, and sites that support submerged aquatic vegetation (including sites where submerged aquatic vegetation is documented to exist in the last five years), or anadromous fish spawning areas.

☐ **Category B Impact Limits and Requirements:**

(i) For new tidal revetments and tidal shoreline erosion control structures (e.g., low profile stone sills, breakwaters, etc.), total temporary and permanent impacts to tidal waters of the United States are not to exceed 1/2 acre (21,780 square feet), including no more than 2,000 linear feet in length along the shoreline, and the structures may not extend more than 25 feet channelward of the mean high water shoreline.

(ii) New tidal groins must not extend more than 50 feet channelward of the mean high water shoreline. For new tidal groins that meet the activity specific conditions of Category B, the structure must be constructed with vents/windows or as a low-profile structure so as to minimize impacts to the littoral drift.

(iii) Compensatory mitigation will not be required when the total amount of vegetated wetlands which is filled, in square feet, does not exceed the length of the activity along the shoreline in linear feet (e.g., 100 square feet maximum for a 100-foot-long revetment).

(iv) The applicant shall submit documentation of shoreline condition at the project site, along with their application, using recent photographs and/or supplemental shoreline retreat or change information obtained from the Maryland Geological Survey, or other expert substantial source.

(v) Clearing and/or pruning of riparian trees and shrubs within the defined project area shall be minimized to the maximum extent practicable.

☒ **Requirements Applicable to Both Category A and Category B Activities:**

(i) Application must be submitted to MDE for Corps authorization.

(ii) No material may be placed in excess of the minimum needed for erosion protection.

(iii) This activity does not authorize tidal marsh creation or beach nourishment projects. Tidal marsh creation and beach nourishment projects must be reviewed under Section IV.B.1.f.(2), Tidal Marsh Creation/Beach Nourishment or alternate Corps permit review procedures, as appropriate.

(iv) This activity does not authorize the construction of new bulkheads. New bulkhead projects must be reviewed under Section IV.B.1.f.(3), New Bulkheads, or alternate Corps permit review procedures, as appropriate.

(v) All structures constructed of stone must be clean and free of toxins.

(vi) The activity must be constructed as close to the uplands and/or bank as structurally feasible.

(vii) This activity does not authorize reclaiming eroded land.

(viii) No material must be of the size or type, or is placed in any location, or in any manner, so as to impair surface water flow into or out of any wetland area.

(ix) Filter cloth must be used, or the project must otherwise be designed and constructed to prevent soil from washing into the waterway.

(x) The activity must be constructed with material of appropriate size or class to prevent it from being washed into the waterway.

(xi) Any new revetment or tidal shoreline erosion control structure must be constructed parallel to the uplands, other than groins and returns on stone sills.

☐ **Project-Specific Special Conditions apply (See Corps verification letter for these conditions.)**

DEPARTMENT OF THE ARMY
BALTIMORE DISTRICT, CORPS OF ENGINEERS
ATTN: REGULATORY BRANCH
2 HOPKINS PLAZA
BALTIMORE, MD 21201

Operations Division

MDSPGP-5 PERMIT COMPLIANCE CERTIFICATION FORM (10/1/16)

Corps Permit Tracking No. 202061928
Category & Activity Number CAT A - f(1) New Tidal Revetments and Tidal Shoreline Erosion Control Structure
Project Name Kent County Commissioners & Gary Lazar
Applicant Name _____
Waterway Chester River
County Kent County

Dear Permittee:

In accordance with the compliance certification condition of your MDSPGP-5 authorization, you are required upon completion of all permitted work, or if mitigation/compensation is required, within 60 days following completion of the authorized work and any required mitigation (but not the mitigation monitoring, which requires separate submittals), to complete and sign this certification form and return it to the Corps of Engineers, Baltimore District, ATTN: CENAB-OPR, 10 S. Howard Street, Baltimore, Maryland 21201.

Please note that the permitted activity is subject to compliance inspections by U.S. Army Corps of Engineers representatives. As a condition of this permit, failure to return this notification form, provide the required information below, or to perform the authorized work in compliance with the permit, can result in suspension, modification or revocation of your authorization in accordance with 33 CFR Part 325.7 and/or administrative, civil, and/or criminal penalties, in accordance with 33 CFR part 326.

Please provide the following information:

1. Date authorized work commenced: _____

2. Date authorized work completed: _____

3. Was all work and any required mitigation, completed in accordance with your MDSPGP-5 authorization, including all general and/or specific conditions? YES___ NO ___

4. MDSPGP-5 projects authorized under Category A involving pile driving activities that are within all tidal waters of the Chesapeake Bay in Maryland and its tidal tributaries must meet one of the following conditions for the protection of listed species (See Section VII.B.4.c(1) of the MDSPGP-5). Pile driving activities may include but are not limited to, pier construction, marina reconfiguration, bulkhead construction, boat ramp finger pier construction, sheet pile driving, etc. Please place an "X" below next to the pile driving method(s) that was used for the authorized pile driving work:

_____ (a) Plastic or concrete piles must be less than 12 inches when a cushioned impact hammer or vibratory hammer is utilized for installation.

_____ (b) Timber piles must be 10 inches or less when a vibratory hammer is utilized for installation.

_____ (c) Vinyl or timber sheet piles must be 24 inches or less in width, as measured from the outer edge of corrugation to the inner edge of corrugation, when a cushioned impact hammer or vibratory hammer is used.

_____ (d) Pile driving activities must be located within freshwater tributaries or within tidal or nontidal wetlands.

_____ (e) Piles of any size/type with any hammer method must be installed behind diversion structures or in the dry when the tide is out in the intertidal zone.

_____ (f) Piles of any size/type with any hammer method must be installed between November 30 and March 15.

5. Explain in detail any deviations to the authorized work and/or mitigation (use additional sheets if necessary)

   _____

   _____

   _____

6. Wetland Mitigation: Required? YES____ NO_____
   a. Maryland State Wetlands Compensation Fund used? YES _____ NO ____
   b. Required Completion Date: _____

7. Wetland Mitigation Completed? YES_____ NO____ Date Completed:_____
   a. Mitigation Monitoring Reports Required? YES____ NO____

8. Please attach labeled photographs showing completed work including mitigation area(s).

I hereby certify that, except as noted above, that all work, including mitigation, has been completed in accordance with the terms and conditions, including special conditions of the above referenced permit.

_____	_____
Signature of Permittee Date	Signature of Contractor/Agent Date
_____	_____
_____	_____
Address	Contractor Address
_____	_____
Telephone:	Contactor Telephone

KENT COUNTY DEPARTMENT OF PUBLIC WORKS
COUNTY ENGINEER
709 Morgnec Road
Chestertown, MD 21620
410-778-2600
Fax 410-778-7424

Michael S. Moulds, P.E.
Director
mmoulds@kentgov.org

James M. Wright, Jr., P.E.
County Engineer
jwright@kentgov.org

August 27, 2021

RFP # PL 22-01
For The
Installation of Stone Revetment
At
Cliffs City Public Landing

Addendum No. 1

The following clarification to questions received from bidders are hereby made a part of the RFP specifications. **Bidders must acknowledge receipt of this addendum in their bids.**

1. The typical cross section for the proposed work includes a top elevation even with the existing bulkhead which then extends horizontally from the top of the bulkhead and appears to mound upward to some unknown height above the bulkhead before extending to the existing bottom on a 1.5:1 slope. This design is not typical of most revetment designs. What is the intended top elevation of the structure and please clarify whether or not a flat crest or apron is included in the design and if so, what are the dimensions of these features? What is the proposed height of the structure if not even with the top of the bulkhead?
   Top elevation of stone shall match bulkhead elevation. There is no flat crest. Stone is to reinforce bulkhead.

2. Is the contractor to include a toe and if so what is the dimension?
   There is no proposed excavated toe embedment.

3. Please provide specifications for the type of filter fabric to be used.
   Filter cloth shall be woven polypropylene as manufactured by Mirafi or approved equal.

4. The stone size specified is 800 lbs to 1,200 lbs, which is large for this small structure, especially if it does not include a toe. Suggest broadening the range to include 400 lb to 1,200 lbs.
   Armor stone size shall range in size from 400 to 1,200 lbs. placed on stone bedding, minimum eight (8) inch thickness of three (3) inch stone to the dimensions shown on drawing and roughly chinked. Chinking stone shall be 100 to 200 lbs. Chinking shall be performed after placement of armor stone only to fill surface voids smaller than armor stone size.

5. Is the contractor allowed to remove the access ramp and a 10' section of the pier to allow installation of the stone? If so, are there any known utilities on the pier?

Ramp and pier are to remain untouched and operational.

6. The last section of Cliff City Rd beyond the SHA maintenance line has signage indicating that no trucks are allowed. This section of the road is very narrow and appears to be inadequate to support heavy truck traffic. Is the County allowing heavy tri-axle trucks (70,000 lbs GVW) to enter this roadway for the purposes of construction? Is the contractor responsible for any damage and the necessary repairs to the roadway? If so, should the estimated cost of these repairs be included in the total bid price or would the county prefer to address road repairs through contingency bid items or better yet, address road repairs themselves?
   Contractors is responsible for method of material delivery and any damages caused by his employees, equipment, subcontractors or assigns.

7. The parking lot appears to be mostly old pavement, stone and dirt. Is the contractor allowed to dump heavy armor stone directly onto the parking lot? Is the entire parking lot available for use by the contractor? Does the contractor need to include costs to repair the parking lot upon completion of the work? If so, what surface does the county want the contractor to restore the lot with?
   Contractor is responsible for any damages caused by his operation. Public landing must remain operational to the extent practicable.

8. Will the boat ramp remain open for use during construction, thus potentially impacting the contractor's operations?
   See above.

9. Are any sediment and erosion control devices necessary for construction which should be included in our bid?
   Contractor is responsible for any erosion and sediment control devices necessitated by his operations.

10. When is NTP anticipated?
    October 2021.

Kent County Court House and Kent County Government Center
9/28/2021
County Commissioners Meeting

Item Summary:
Bid Award of RFP # BM 22-02 Exterior Painting of Kent County Court House & Kent County Government Center

ATTACHMENTS:

Description

09.28.21 Contract, By and Between the County Commissioners of Kent County and Colossal Contractors, Inc., For the Exterior Painting of the KC Court House and the KC Government Center, Request for Proposal # BM 22-02

CONTRACT

THIS CONTRACT, made this 28th day of September 2021, by and between the County Commissioners of Kent County, a body corporate and politic of the State of Maryland, hereinafter referred to as the OWNER, and Colossal Contractors, Inc., hereinafter referred to as the CONTRACTOR;

WITNESSETH, That for and in consideration of the mutual covenants and promises between the parties hereto, it is fully agreed that:

1. The CONTRACTOR will furnish all of the labor, materials, equipment, and transportation necessary for the exterior painting of two buildings, in accordance with the specifications and contract documents entitled "The County Commissioners of Kent County, Maryland, Request For Proposal # BM 22-02, For Exterior Painting of the Kent County Court House, 103 N. Cross Street, and the Kent County Government Center, 400 High Street, Chestertown, MD 21620".

2. LIABILITY INSURANCE. CONTRACTOR shall furnish to Owner, before beginning any work hereunder, a Certificate of Insurance certifying that the Contractor carries comprehensive, general liability insurance coverage through a policy which protects the County , and names the County as an Additional Insured in aggregate liability coverage of not less than Two Million ($2,000,000.00) Dollars.

3. WORKER'S COMPENSATION INSURANCE. CONTRACTOR shall furnish to the County Commissioners, before beginning construction, a Certificate of Workmen's Compensation Insurance covering all employees of said Contract in amounts statutorily required.

4. COMPLETION OF WORK. The CONTRACTOR shall commence the work covered by this contract within fifteen (15) calendar days after the date of receipt of the Notice to Proceed and shall complete the same within thirty (30) calendar days unless the period for completion is extended as provided for in the general conditions.

5. CONTRACT SUM. The OWNER shall pay the CONTRACTOR for the performance of said work, subject to additions or deletions provided herein One Hundred Twelve Thousand Seven Hundred Eighty-Five Dollars ($112,785.00) in conformity with the bid schedule.

6. The contract documents include the following attachment:
   a. Signed Bid Proposal Dated August 26, 2021.

7. The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the general conditions and in such amounts as required by the Contract Documents.

8. This Contract shall be governed by the Laws of the State of Maryland, without regard

to its conflicts of law principles. Jurisdiction and venue shall lies in State or federal located within the State of Maryland.

9. This Contract shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Contract in duplicate, on the date first above written.

WITNESS/ATTEST

Lacey I. Cox 09/28/21

Adriana Medina, Contracts Administrator

THE COUNTY COMMISSIONERS
OF KENT COUNTY, MARYLAND

By: P. Thomas Mason 09/28/21
P. Thomas Mason, President

09/28/21
Robert N. Jacob, Jr., Member

Ronnie Fithian 09/28/21
Ronald H. Fithian, Member

COLOSSAL CONTRACTORS, INC.

By: Juan R. Navarro, President

President
Title

52-2262833
Employer Identification Number

THE COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND

REQUEST FOR PROPOSAL
BM 22-02

FOR
EXTERIOR PAINTING
OF THE

KENT COUNTY COURT HOUSE
103 N. CROSS STREET

AND THE

KENT COUNTY GOVERNMENT CENTER
400 HIGH STREET
CHESTERTOWN, MD 21620

Director of Purchasing
400 High Street
Chestertown, Maryland 21620-1312

SCHEDULE

BID NUMBER # BM 22-02

Date	Step
August 5, 2021	Begin Newspaper Advertising; Post on eMaryland Marketplace Advantage
September 1, 2021	10:00 a.m. Bid Opening at 709 Morgnec Road.
September 14, 2021	Tentative Award by County Commissioners.

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SECTION C. SCOPE OF WORK, SPECIFICATIONS AND RELATED MATTERS

This section is for the using or requesting department or agency to specify in detail, including references to attachments, etc., the specifications, drawings, details, etc., to be included in the RFP/IFB. It has been prepared primarily by the using agency.

SECTION D. BID FORMS

INDEX OF BID FORMS

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SECTION A. GENERAL MATTERS

1. Summary

The County Commissioners of Kent County, Maryland, a body corporate and politic and a political subdivision of the State of Maryland (the "County") is requesting proposals from qualified bidders for the exterior painting of the Kent County Court House, 103 N. Cross Street, and the Kent County Government Center, 400 High Street, Chestertown, Maryland 21620, in accordance with Chapter 49 of the Code of Public Local Laws of Kent County (CPLL).

2. Issuing Office

Director of Purchasing
400 High Street
Chestertown, MD 21620-1312

Telephone #: (410) 778-4600
kentcounty@kentgov.org

The individual listed above shall serve as the "Director of Purchasing" and as the sole point of contact for purposes of this procurement.

3. Silence of Specification

The apparent silence of the specifications as to any detail, or the apparent omission from it of detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and only material and workmanship of the first quality are to be used. Proof of specifications compliance will be the responsibility of the vendor.

4. Preparation of Proposal

a. The bidder's proposal shall be written in ink or typewritten on the form provided.

b. If items are listed with a zero quantity, bidder shall state unit price **ONLY** (intended for open end purchases where estimated requirements are not known). The proposal shall show a total bid price for each item bid and the total bid price of the proposal, excluding zero quantity items.

5. Prices Quoted

The prices quoted are those for which the material will be furnished F.O.B. Destination and include all charges that may be imposed during the period of the contract.

6. Samples or Brochures

Samples or brochures may be required by the County for evaluation purposes. They shall be such as to permit the County to compare and determine if the item offered complies with the intent of the specifications.

7. Questions and Inquiries

All questions and inquiries regarding the terms of this RFP should be directed to the Director of Purchasing identified above prior to the bid opening.

Questions specific to the painting specifications must be submitted in writing to the person below.

Please refer any questions to: James M. Wright, Jr., P.E., County Engineer
Kent County Department of Public Works
Phone: 410-778-7407
Email: jwright@kentgov.org

Questions must be received by noon, August 20, 2021. If deemed relevant to other bidders, a summary of questions and answers will be distributed to all persons known to have received the bid documents.

Written responses shall be considered the official answers and shall supersede any verbal discussions. Verbal answers at or subsequent to the pre-proposal conference are not binding and reliance should not be placed on the same.

8. Submission Deadline and Instructions

All proposals must arrive at the Department of Public Works ("Bid Receipt Office") by September 1, 2021, at 10:00 A.M. in order to be considered. Requests for extension of this date or time will not be granted. Offerors mailing proposals should allow sufficient mail and internal delivery time to ensure timely receipt at the Bid Receipt Office. Proposals or unsolicited amendments to proposals arriving after the closing date and time will **NOT** be considered.

Bidders are cautioned that bids mailed, shipped express, by courier, or hand delivered to arrive the day of the bid opening must be in the hands of the Bid Receipt Office no later than 10:00 a.m. on the date specified. Bids received later than that time will be returned unopened. Please check your method of delivery to see if it conforms to this requirement. Proposals must be mailed, shipped, or hand delivered to the address below:

Director of Purchasing
Bid Receipt Office
Kent County Department of Public Works
709 Morgnec Road
Chestertown, Maryland 21620

BIDDERS ARE ADVISED THAT MAIL IS DELIVERED ONCE A DAY, AND USUALLY ARRIVES AFTER THE TIME SPECIFIED FOR BID DELIVERY ON THE APPLICABLE DATE.

BIDS WILL NOT BE ACCEPTED AT ANY OTHER LOCATION.

THE COUNTY WILL NOT BE RESPONSIBLE FOR ANY BIDS DELIVERED TO ANY OTHER LOCATION THAN THE OFFICE OF DIRECTOR OF PURCHASING WHETHER SUCH OTHER LOCATION IS A COUNTY OFFICE OR OTHERWISE.

All proposals must be in a sealed envelope with the following information clearly printed on the outside:

THIS IS A SEALED BID PROPOSAL FOR

KENT COUNTY – BM 22-02 _____.

Please note that if a bid is mailed, sent by messenger service, or delivered by commercial carrier (e.g. FEDEX, UPS, etc.). **THE OUTSIDE ENVELOPE, AS WELL AS THE INSIDE ENVELOPE, IF ANY, MUST CONTAIN THE LEGEND SHOWN ABOVE.** County staff receives many items by such services and if the legend does not appear a response may be misrouted or delayed in opening. The bidder takes full responsibility for the legend and THE COUNTY WILL NOT DEEM A BID AS TIMELY RECEIVED, EVEN IF RECEIVED ON TIME, IF OPENED LATER THAN THE DEADLINE DUE TO LACK OF THE APPROPRIATE LEGEND ON THE MAILER/OUTSIDE ENVELOPE.

9. Duration of Offer

Unless otherwise specified by the County, proposals submitted in response to this solicitation are irrevocable for 90 days following the closing date. This period may be extended only with the offeror's written agreement.

10. Withdrawal of Proposals

A bidder may withdraw its proposal unopened after it has been deposited, if such a request is made prior to the time set for the opening of the proposal.

11. Public Inspection of Proposals

If the bidder designates a portion of its bid as confidential, it shall isolate and identify in writing the confidential portions. The bidder shall include with this designation a statement that explains and supports for firm's claim that the bid items identified as confidential contain trade secrets or other proprietary data.

12. Changes in Contract Documents

Changes to contract documents shall be made only in writing, and copies will be emailed, faxed, or mailed to all known prospective bidders. The County assumes no responsibility for verbal instructions or interpretations. The contract documents contain the provisions required for the contract. Information obtained from an officer, agent, or employee of the County or any other person shall not affect the risks or obligations assumed by the bidder or relieve him of fulfilling any of the conditions of the contract.

13. Revisions to the RFP

If it becomes necessary to revise this RFP, amendments will be provided to all prospective offerors that were sent this RFP or otherwise are known by the Director of Purchasing to have obtained this RFP. Acknowledgment of the receipt of all amendments will be required.

14. Cancellation of the RFP; Rejection of All Proposals

The County may cancel this RFP, in whole or in part, or may reject any/all proposals submitted in response whenever this action is determined to be in the best interest of the County. Kent County shall have no liability or obligation to any of the proposers preparing or submitting proposals under this RFP.

15. Proposal Acceptance; Discussions

The County reserves the right to accept or reject any and all proposals, in whole or in part, received in response to this RFP, to waive or permit cure of minor irregularities; and to conduct discussions with all qualified offerors in any manner necessary to serve the best interests of the County. The County also reserves the right, at its sole discretion; to award a contract based upon the written proposals received without prior discussions or negotiations.

16. Disqualification of Bidders

Any one or more of the following causes may be considered as sufficient for the disqualification of a bidder and the rejection of its proposal or proposals:

A. More than one proposal for the same contract from an individual, firm, or corporation under the same or different names.
B. Evidenced of collusion among bidders.
C. Unsatisfactory performance record as evidenced by past experience.
D. If the unit prices are obviously unbalanced either in excess or below reasonable cost analysis values.
E. If there are any unauthorized additions, interlineation, conditional or alternate bids or irregularities of any kind which may tend to make the proposal incomplete, indefinite, or ambiguous as to its meaning.
F. Non-attendance of mandatory pre-bid meetings may be cause of disqualification.

17. Bid Opening

All bids will be opened and publicly read by designated County staff at 10:00 a.m., September 1, 2021, Kent County Department of Public Works, 709 Morgnec Road, Chestertown, Maryland. Bidders and other interested parties are invited to attend these public forums.

18. Omission of Specifications

The omission of a bidder of any of any specifications, or details of any specifications which would normally apply to the products of service herein stated, shall not relieve the bidder from fulfilling those required specifications needed to provide an end product best suited to the intended purpose. The best commercial practices are to prevail, and only materials of first quality, correct type, size, and design are to be used.

Workmanship shall be of first quality. All parts and materials, whether specified herein or not, shall be rated to meet or exceed the maximum rating required by the product or service and its maximum intended purpose.

19. Incurred Expenses

The County will not be responsible for any costs incurred by an offeror in preparing and submitting a proposal in response to this RFP.

20. Compliance with Law

By submitting an offer in response to this RFP, the offeror, if awarded the contract, agrees that it will comply with all federal, state, and local laws applicable to its activities and obligations under the contract.

21. Acceptance of Terms and Conditions

By submitting a response to this RFP, an offeror shall be deemed to have accepted all the terms, conditions, and requirements set forth in this RFP unless otherwise clearly noted and explained in its proposal. All proposals submitted in response to this request for Proposal become the property of the County. ***All County agreements are subject to the County's General Terms and Conditions unless otherwise specifically changed or waived hereunder or in the Contract.***

22. Term

Any contract(s) resulting from this procurement will be for the stated period; provided, however, that all contracts are subject to non-appropriations and termination for convenience clauses.

23. Failure To Deliver or Perform

In the event the offeror fails to deliver the goods or services covered by the contract and in accordance with the delivery dates stipulated in the contract, the County reserves the right to purchase on the open market those goods and services which the offeror has failed to deliver and shall deduct any additional costs incurred by the County as a result of such failure to deliver, from any money due the offeror under the contract or other contracts with the County.

24. Termination of Contract

The County reserves the right to cancel the contract entered into as a result of this bid if, in its opinion, there shall be a failure on the part of the offeror at any time to perform faithfully any of the contract requirements. Should the offeror fail to comply with contract requirements, except for circumstances beyond it control, such as, but not limited to an Act of God, war, flood, and governmental restrictions, the County reserves the right to purchase the required goods or services in the open market and charge the offeror with any excess costs, or to complete the required work or obtain the required goods at the expense of the offeror and to withhold any monies that may be due or become due and apply same to any expenses or excess costs incurred to the County.

The County may terminate this agreement at any time, for any reason, and shall be liable only for time and costs incurred as of the date of termination.

25. Changes to the Contract

The County may at any time make changes within the general scope of the contract in the design or specifications of the services to be delivered. The contract shall be modified in writing to reflect any equitable adjustment caused by any increase or decrease in the offeror's cost or time required for performance or change in scope of service. The County reserves the right to increase or decrease quantities and/or projects at their discretion.

26. Agreement/Contract

Any agreement or contract resulting from the acceptance of a Proposal shall be on forms either supplied by or approved by the County and shall contain, as a minimum, applicable provisions of the Request For Proposal. The County reserves the right to reject any agreement that does not conform to the Request For Proposal and any County requirements for agreements and contracts.

27. Contract and Related Data

No reports, information or data given to or prepared by the County under the contract shall be made available to any person by the firm without the prior written approval of the County.

28. Contract Award

It is the intent of the County to award a contract to the lowest qualified responsible and

responsive bidder within 30 calendar days following bid opening; however, the County requires bidders, by signing the "Standard Bid Acceptance" form to guarantee their bid for a period of 90 days following the bid opening date. The County reserves the right to reject any and/or all bids.

The County also reserves the right to negotiate further the terms of the contract, including the award amount, with the selected bidder prior to entering into a contract. If contract negotiations cannot be concluded successfully with the selected bidder, the County may negotiate a contract with the next selected bidder, and so on. The County reserves the right to negotiate with the bidder whose proposal is the closest to being acceptable or to seek additional proposals after the proposal date. The County reserves the right to waive any irregularities and technicalities and may, at its discretion, request a follow-up or amended proposal.

29. Contract Extension

There is no anticipated contract extension required for this project.

30. Contract Documents

The Contract Documents shall include this RFP, Schedule, Information to Bidders, Bid Forms, Specifications, Drawings, Addenda, the County General Terms and Conditions, the resulting contract, and any other documents which are clearly intended to be a part of the terms, conditions, requirements, and specifications for the subject products or services.

31. Kent County Purchasing Code

All County purchases are subject to and to be accomplished in accordance with Chapter 49 of the CPLL. Bidders should familiarize themselves with Chapter 49. A copy of Chapter 49 may be obtained from the Clerk to the County Commissioners, 410-778-4600 and available online through the County's web site at http://www.kentcounty.com/

32. Termination for Convenience

Contracts shall remain in effect for the time period and quantity specified unless the contract is terminated by the County. The County may terminate the contract at any time by giving written notice of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of termination.

33. Termination for Cause

If, for any reasons, or through any cause, the Contractor fails to fulfill in a timely and proper manner its obligations under this Contract, or if the Contractor violates any of the covenants, agreements, or stipulations of this Contract, the County shall thereupon have the right to terminate this contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In the event, all finished or unfinished documents, data, studies, surveys,

drawings, maps, models, photographs, and reports or other material prepared by the Contract under this Contract shall, at the option of the County, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials which is usable to the County.

34. Non-discrimination

The County is an equal opportunity employer. The County complies with Title VI of the Civil Rights Act of 1964, which provides that no person shall be denied on the grounds of race, color, or national origin, be excluded from, be denied the benefits of, or discriminated against under any program or activity receiving Federal financial assistance. **Each bidder shall verify through execution of the bid form that it does not discriminate on the basis of race, color, creed, religion, gender, age, lawful sexual orientation, marital status, national origin, or on any other basis generally prohibited by any federal, State, or local law, rule, or regulation.**

35. Kent County Ethics Ordinance

By submitting a bid in response hereto, the bidder acknowledges that it is familiar with the County's Code of Ethics, CPLL, Chapter 29, and certifies that it has no knowledge of any violation of that Chapter, that it has no knowledge of any conflict of interest which may exist or arise under Chapter 29 if the bidder is awarded a contract, and that it has not given any gift (as that term is defined in Chapter 29) to anyone who has or may participate in the awarding of this contract or the management or supervision thereof. Contact the County's Attorney Office at 410-810-0428 if any additional information is required. A copy of Chapter 29 may be obtained from the Clerk to the County Commissioners, 410-778-4600 and available online through the County's web site at http://www.kentcounty.com/

SECTION B. BID PROPOSALS AND RELATED MATTERS

1. Pre-Proposal Conference

None proposed.

2. Presentation

Offerors may be required to make individual written or oral presentations to the County representatives in order to clarify their proposals.

3. Proposal Form

Proposals should be prepared simply and economically, providing a straightforward, concise description of the offeror's proposal for meeting the requirements of this procurement.

4. Bid Forms

All Bids must be made on the required bid forms. All blank spaces for bid prices must be completed in ink or typewritten, and the bid form must be fully completed and executed when submitted. Unless otherwise specifically required, only one copy of the bid form is required. A conditional or qualified bid will not be accepted. The base price on the bid form shall be the total cost of the item being bid in accordance with the specifications in the RFP. Alternates shall only be used to reflect increases or decreases in the base bid price. Only those alternates, which are specifically requested by the County will be considered.

5. Bid Notice Disclaimer

The mailing of bid solicitations (notices) to incumbent and/or potential vendors of goods and services is a courtesy extended by the County, as well as a method for generating interest among vendors. For purposes of bidding opportunities, generally, interested vendors should rely on the public notices published in the newspapers of general circulation in Kent County and eMaryland Marketplace Advantage.

6. Bid Surety

All bids shall be accompanied by a Bid Surety in the form of a certified check, or bid bond, made payable to the County Commissioners of Kent County, Maryland for the penal sum of 5% of the bid price. Bid Surety will be returned to all bidders upon completion of the contract award process, with the exception of the successful bidder. Non-Performance or failure to sign the contract within ten (10) working days after the award, or later within the bid guarantee period at the discretion of the County, or withdrawal of a bid subsequent to opening but prior to award, shall result in forfeiture of the Bid Surety. Any Bid Surety and related forms and instruments required must be executed and attached to the bid submittal.

7. Waiver of Technicalities

The County reserves the right to waive formalities or technicalities in bids as the interest of the County may require in accordance with the terms of the County's Purchasing Ordinance, Chapter 49, Code of Public Local Laws of Kent County, Maryland ("CPLL").

8. Basis of Award

All responsive proposals from responsible bidders will be eligible for contract award, based on the following:

A. Lowest price from a responsive and responsible bidder as indicated by the total price on the bid form.

B. Compliance with specifications.

C. Compliance with terms of bid package.

D. Ability to perform or deliver on time.

The County may undertake such investigations or inquiries as it deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish County with all requested information and data for this purpose.

9. Modification or Withdrawal of Bids

A. Pre-Opening Modification or Withdrawal of Bids

Bids may be modified or withdrawn by written notice received by the Clerk to the County Commissioners before the time and date set for bid opening.

B. Disposition of Bid Bond

If a bid is withdrawn in accordance with this regulation, the Bid Bond, if any, shall be returned to the Bidder.

C. Late Bids, Late Withdrawals, and Late Modifications

Any bid and any request for Withdrawal or Modification received after the time and date set for receipt and opening of bids is late and will be disregarded.

10. Performance and Payment Bonds

NOT APPLICABLE ON THIS PROJECT.

In accordance with the specifications, the selected bidder will be required to furnish a Performance Bond and a Payment Bond each in an amount of one hundred percent (100%) of the contract price. The successful bidder shall be required to furnish the bond(s) at the time of the execution of the contract. Where attorneys-in-fact sign bid, payment, and/or performance bonds bidders must provide with each bond a certified and effective dated copy of their Power of Attorney. The bidder to whom the contract is awarded will be required to execute the contract and obtain the requisite bonds within ten (10) calendar days from the date when Notice to Award is delivered by the County to the bidder.

11. Substitutions

The material, products, and equipment described in the bidding documents establish a standard of required function, dimension, appearance, and equality to be met by any proposed substitution, unless specifically stated otherwise. No substitutions will be considered prior to receipt of the bids unless a written request for approval has been received at least ten (10) days prior to the receipt of bids. Each such request shall include the name of material or equipment for which a substitution is proposed and a complete description of the proposed substitute including drawings, cuts, performance, test data,

and any other information necessary for evaluation.

12. Alternates

An alternate is a dollar amount to be added to or subtracted from the base bid price. The County may request alternate prices to compare various options that may be in their best interest. The County shall have the right to accept alternates in any order or combination, and to determine the low bidder on the basis of the base bid and alternates accepted.

13. Addenda

Addenda, if any, will be emailed, mailed or delivered to all that are known to have received a complete set of bidding documents and will be posted on eMaryland Marketplace Advantage. Copies of Addenda will be made available for inspection wherever bidding documents are on file for that purpose. No addenda will be issued later than three (3) days prior to the date for receipt of bid, except an Addendum withdrawing the request for bids or one which includes postponement of the date for receipt of bids.

14. Trade and Brand Names

Unless specifically provided otherwise in an RFP, the use of or references to any trade or brand names in this bid package shall be solely for the purpose of establishing a standard, and shall in no way infer that other trade and brand names will not be acceptable.

15. Product Literature

Bidders shall include with their bid submittal literature detailing make, model, and specifications of the product which they are bidding, if applicable.

16. Exceptions to Bid Specifications

Any bidder taking an exception to the stated specifications or requirements must make such exceptions clear and in writing, and shall attached such exceptions to, or include them in, the sealed bid proposal. This section is not to be construed to mean that the county is obligated to accept any such exception. **THE COUNTY IS NOT OBLIGATED TO ACCEPT ANY BID NOT IN CONFORMANCE WITH BID SPECIFICATIONS AND MAY REJECT SUCH BIDS WITHOUT COMMENT OR REVIEW. BIDDERS TAKING SUCH EXCEPTIONS DO SO AT THEIR OWN RISK.**

17. Time of Delivery

The Contractor, after receipt of written notice of the award of the contract and receipt of the purchase order, shall diligently prosecute same so that it will be fully completed within the number of consecutive calendar days stated in the proposal. Calendar days for completing delivery of the bid items shall start from the date of notice of said award and purchase order.

18. Default in Contracting

Should the bidder to whom the contract is awarded fail, or be unable, to execute the contract for any reason, within seven (7) calendar days after notification of award, then an amount equal to the difference between the accepted bid price and that of the next highest bidder shall be forfeited to the owner as liquidated damages.

19. Payment Terms

Payment will be made only for properly approved invoices supported by adequate information and details enabling the County to make a determination that the appropriate level of performance has been reached, including invoices for materials actually delivered and services actually performed. Otherwise, payment will not be made. Invoices must include the period covered and a detailed listing of the items included in the invoice, which shall be subject to the review of the County. Invoices shall be submitted monthly (for ongoing projects or orders) or within 30 days of delivery or completion (for single service or delivery contracts) by paper or by electronic invoice (via fax or email). Approved payment shall be made to the contractor within forty-five (45) calendar days of receipt of an acceptable invoice. Payment will be made upon successful submission and approval of services. Invoices shall be mailed directly to the designated Contract Administrator.

20. Kent County Substance Abuse Policy

The County adopted the "Kent County Government Substance Abuse Policy," to which policy the successful bidder must strictly adhere. Prospective bidders are cautioned to make themselves familiar with the policy. **Bidders must state on the "Standard Bid Form" whether or not you have a drug abuse program in effect.**

21. Insurance

Prior to execution of this contract, the successful bidder shall submit a "**Certificate of Insurance**" indicating it carries the specified insurances in the amount specified in this RFP. Coverages shall be maintained throughout the term of the contract. Unless otherwise specified, coverage levels shall be required as follows:

A. Professional malpractice, negligence, and errors and omissions coverage in minimum amounts of $2,000,000.00 per event and $1,000,000.00 per person. **NOT APPLICABLE ON THIS PROJECT.**

B. General Liability - Minimum - $2,000,000.00

C. Workers' Compensation Insurance as required as law.

D. Comprehensive Liability Insurance with minimum limits of $1,000,000.00 per person, $2,000,000.00 per occurrence. Policy shall include the broad form of

Comprehensive General Liability Endorsement or its equivalent.

E. All required coverages shall include and specifically name the County as an additional insured and loss payee with respect to all operations under the contract.

F. The successful bidder will furnish the County any up-to-date certificates of insurance stating the requirements listed above at contract implementation.

22. Immigration Law Compliance

By submitting and signing a proposal, each bidder hereby certifies that it does not, and if awarded the contract, will not during the performance of the contract, employ illegal workers or otherwise violate any provisions of any applicable federal, State, or local law concerning the employment of illegal aliens, the certification of nationality of workers, or otherwise.

23. Federal Taxpayer Identification Certificate (W-9)

All first-time successful bidders doing business with the County must submit a completed standard "Federal Taxpayer Identification Certificate – W-9".

SECTION C. SCOPE OF WORK, SPECIFICATIONS AND RELATED MATTERS

RFP # BM 22-02
EXTERIOR PAINTING
OF THE
KENT COUNTY COURT HOUSE
&
KENT COUNTY GOVERNMENT CENTER

SPECIFICATIONS

GENERAL

This project involves exterior painting of the Kent County Court House and the Kent County Government Center. The work shall include all ancillary materials, labor and equipment necessary to provide a first-class finished product.

It is the intent of these specifications to cover all aspects of the work herein described. Any incidental work required to fulfill the requirements of the specified work shall be considered a part of said specified work and no additional payment shall be made.

Inferior or shoddy workmanship or materials will not be tolerated nor accepted for payment. It shall be fully understood that the County Engineer of Kent County shall make the final decision as to the acceptance of all work and material and that in the event of an adverse decision, no claim of any sort shall be made against the county or any of its employees, agents or assigns.

All work performed shall comply with all federal, state and local regulations applicable to said work.

SCOPE OF WORK

The following items shall be included in all bids. Omission of any necessary work or materials in this scope, required for a complete carpet installation projects, shall be included in the bidder's price quote and no additional compensation shall be made to the successful bidder.

1. The work shall include preparation of all surfaces as needed, including chemical washing and power washing, scraping, sanding, caulking, glazing, body filling where needed, and priming as required.
2. All painted exterior surfaces, including windows, windows covered by storm windows, doors, columns, shutters, soffits, fascia, gables, dormers, portico ceilings, , and widow's walk shall receive two finish coats of premium acrylic latex paint, as manufactured by Sherwin Williams, Benjamin Moore, Glidden or approved equal.
3. The Circuit Court section of the Court House roof shall be painted/coated with

two coats of premium roof sealant as manufactured by Sherwin Williams or approved equal.

4. All paint application shall be brushed and/or rolled and not sprayed.
5. The bidders shall visit the buildings to inform themselves of the existing conditions.
6. Bidders shall include a complete description of the work included in the bid price.
7. Bidders shall submit prices for each building individually.
8. Bidders must include the completion time required for each building.
9. Bidders or installers must have a valid MHIC License. A copy of the license must be included with the bid.

EXPERIENCE

In addition to the bid price, bidders shall submit evidence of their experience and qualifications as it relates to this project. References shall also be provided with current contact information.

BID SELECTION

Bidders are required to submit individual prices for painting each building. The County reserves the right to award each building to the lowest responsive and responsible bidder.

SECTION D. BID FORMS

BID NUMBER BM 22-02

1. Standard Sealed Bid Price Sheet
2. Standard Sealed Bid Form
3. Bid Bond
4. Signature Form
5. Affidavit of Qualifications to Bid
6. Non-Collusion Certificate

STANDARD SEALED BID PRICE SHEET

BID NUMBER BM 22-02

County Commissioners of Kent County, Maryland:

We hereby submit, for your review, our proposal requested by the RFP. This proposal includes and incorporates all information and specifications, which are contained in the Contract Documents, as described in the RFP, the same as if specifically written herein. A completed, signed, and accepted copy of this Standard Sealed Bid Form shall serve as a valid and binding contract.

ITEM 1 – EXTERIOR PAINTING OF KENT COUNTY COURT HOUSE.

BID PRICE $ 51,294.00.

To begin work as specified in the "Notice to Proceed" and to prosecute said work to complete the contract within 30 calendar days.

ITEM 2 – EXTERIOR PAINTING OF KENT COUNTY GOVERNMENT CENTER.

BID PRICE $ 61,491.00.

To begin work as specified in the "Notice to Proceed" and to prosecute said work to complete the contract within 30 calendar days.

TOTAL BID PRICE $ 112,785.00.*
***Project will be awarded by individual building prices, not combined total prices.**

Drug Abuse Policy In Effect (Circle One)	**(YES)**	**NO**
Insurance certificate attached (Circle One)	**(YES)**	**NO**
Bid Surety Attached? (Circle One)	**(YES)**	**NO**
Signature form executed? (Circle One)	**(YES)**	**NO**
Affidavit of qualification to bid? (Circle One)	**(YES)**	**NO**
Non-collusion certificate (Circle One)	**(YES)**	**NO**

STANDARD SEALED BID FORM

BID NUMBER BM 22-01

BIDDER:

AGENT (TYPED): Juan R. Navarro, President

FIRM Name: Colossal Contractors, Inc.

ADDRESS: 4601 Sandy Spring Road

Burtonsville, MD 20866

TELEPHONE: (301) 476- 9060

EMAIL: amedina@colossalcontractors.com

FAX #: (301) 476- 9064

Submitted by: _____

(Signature of authorized agent above)

Juan R. Navarro, Presdient, **this** 26th **day of** August **2021.**

ORIGINAL

BID SURETY

KNOWN ALL MEN BY THESE PRESENTS, that we the undersigned, Colossal Contractors, Inc., as principal, and Harco National Insurance Company as surety, are hereby held and firmly bound unto the County Commissioners of Kent County AS OWNER in the penal sum of 5% of amount bid for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

The condition of the above obligation is such that whereas the Principal has submitted to the County Commissioners of Kent County a certain BID, attached hereto and hereby made a part of hereof to enter into a contract in writing, for the RFP #BM 22-02 Exterior Painting of the Kent County Court House, 103 N. Cross Street, and the Kent County Government Center, 400 High Street, Chestertown, Maryland 21620, Bid Date: 09/01/2021

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 his faithful performance of said contract, and for the payment of all persons performing labor, furnishings, materials, in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID, 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 the obligation as herein stated.

The Surety, for value received, hereby stipulated 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 such extension. IN WITNESS WHEREOF, the Principal and 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.

Colossal Contractors, Inc.	Harco National Insurance Company
Principal	Surety
By: Julia R. Nacrelli, President	By: Jamie Lawrence, Attorney-in-Fact

IMPORTANT: Surety companies executing BONDS must authorized to transact business in the State of Maryland.

POWER OF ATTORNEY

Bond # **********

HARCO NATIONAL INSURANCE COMPANY
INTERNATIONAL FIDELITY INSURANCE COMPANY

Member companies of IAT Insurance Group, Headquartered: 4200 Six Forks Rd, Suite 1400, Raleigh, NC 27609

KNOW ALL MEN BY THESE PRESENTS: That **HARCO NATIONAL INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of Illinois, and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of New Jersey, and having their principal offices located respectively in the cities of Rolling Meadows, Illinois and Newark, New Jersey, do hereby constitute and appoint

WILLIAM FRANCIK, JONATHAN KIBLER, EMILY A. BRENNAN, JAMIE LAWRENCE, GEORGE CAMPBELL, STEPHEN M. MUTSCHELLER, CRAIG BANCROFT, GARY L. BERGER, ROBERT F. WHITE, R. NELSON OSTER, JOSHUA B. HAUSERMAN

Hunt Valley, MD

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** and is granted under and by authority of the following resolution adopted by the Board of Directors of **INTERNATIONAL FIDELITY INSURANCE COMPANY** at a meeting duly held on the 13th day of December, 2018 and by the Board of Directors of **HARCO NATIONAL INSURANCE COMPANY** at a meeting held on the 13th day of December, 2018.

"**RESOLVED**, that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** have each executed and attested these presents on this 31st day of December, 2020

INTERNATIONAL FIDELITY INSURANCE COMPANY CORPORATE SEAL 1904 NEW JERSEY

STATE OF NEW JERSEY
County of Essex

STATE OF ILLINOIS
County of Cook

HARCO NATIONAL INSURANCE COMPANY CORPORATE SEAL 1984 ILLINOIS

Kenneth Chapman
Executive Vice President, Harco National Insurance Company
and International Fidelity Insurance Company

On this 31st day of December, 2020, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.

SHIRELLE A. OUTLEY NOTARY PUBLIC No. 50079910 NEW JERSEY My Comm. Exp. 04/04/2023

IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

Shirelle A. Outley a Notary Public of New Jersey
My Commission Expires April 4, 2023

CERTIFICATION

I, the undersigned officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day, September 01, 2021

A00268

Irene Martins, Assistant Secretary

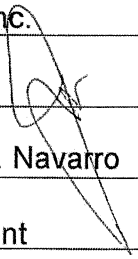
SECTION D. BID FORMS

BID NUMBER BM 22-02

1. Standard Sealed Bid Price Sheet
2. Standard Sealed Bid Form
3. Bid Bond
4. Signature Form
5. Affidavit of Qualifications to Bid
6. Non-Collusion Certificate

SIGNATURE FORM

NAME OF BIDDER: Colossal Contractors, Inc.

SIGNATURE OF AUTHORIZED PERSON: 

PRINT AUTHORIZED PERSON: Juan R. Navarro

TITLE OF AUTHORIZED PERSON: President

STREET NAME AND NUMBER: 4601 Sandy Spring Road

CITY, STATE, ZIP CODE: Burtonsville, MD 20866

TELEPHONE NUMBER: (301) 476- 9060

FAX (301) 476- 9064

E-MAIL amedina@colossalcontractors.com

DATE: 08/26/2021

BIDDERS FEDERAL EMPLOYERS IDENTIFICATION NO. 52-2262833

BIDDERS CONTRACTORS LICENSE AND PERMIT NUMBERS:

State of Maryland License # 15843094

AFFIDAVIT OF QUALIFICATION TO BID

I HEREBY AFFIRM THAT

1. I am the (Title) President and the duly authorized representative of the firm of (Name of Corporation) Colossal Contractors, Inc. whose address is 4601 Sandy Spring Road Burtonsville, MD 20866 and that I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting.

Except as described in paragraph 3 below, neither I nor the above firm, nor to the best of my knowledge, any of its officers, directors, or partners, or any of its employees directly involved in obtaining contracts with the State of any county, bi-county, or multi-county agency, or subdivision of the State, have been convicted of, or have pleaded no contender to a charge of, or having during the course of an official investigation or other proceeding, admitted in writing or under oath, acts or omissions which constitute bribery, attempted bribery, or conspiracy to bribe under the provisions of Criminal Law Article of the Annotated Code of Maryland, or under the laws of any state or the Federal government.

2. (State "none", or as appropriate, list any conviction, plea, or admission described in paragraph 2 above, with the data: court, position with the firm, and the sentence or disposition, if any) None

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

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

Signature Juan R. Navarro, President Date 08/26/2021

NON-COLLUSION CERTIFICATE

I HEREBY CERTIFY I am the President
(Title)

and the duly authorized representative of the firm of Colossal Contractors, Inc.

whose address is 4601 Sandy Spring Road

Burtonsville, MD 20866

AND THAT NEITHER I, nor to the best of my knowledge, information, and belief, the above firm, nor any of its other representatives I here represent, have:

a. Agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the bid, or offer being submitted herewith.

b. Not in any manner, directly or indirectly, entered into any agreement, participated in any collusion to fix the bid price or price proposal of the bidder, or offer of herein or any competitor, or otherwise taken into action in restraint of free competition bidding in connection with the Contract for which the within bid or offer is submitted.

In making this affidavit, I represent that I have personal knowledge of the matters and facts herein stated.

08/26/2021
Date

Signature

08/26/2021
Date

Juan R. Navarro, President
Print Name or Type

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ **Go to *www.irs.gov/FormW9* for instructions and the latest information.**

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Colossal Contractors, Inc

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☑ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
4601 Sandy Spring Rd

Requester's name and address (optional)

6 City, state, and ZIP code
Burtonsville MD 20866

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
			–			–				

or

Employer identification number
5	2	–	2	2	6	2	8	3	3

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here | **Signature of U.S. person ▶** _____ **Date ▶** 08/30/2021

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/24/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
HMS Insurance Associates, Inc.
20 Wight Ave Suite 300
Hunt Valley MD 21030

CONTACT NAME: Rachael Lemaster
PHONE (A/C, No, Ext): 443-632-3416 **FAX (A/C, No):** 443-632-3472
E-MAIL ADDRESS: Rlemaster@hmsia.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Firstline Insurance Company	40100
INSURER B : Harford Mutual Insurance Co	14141
INSURER C : Indian Harbor Insurance Company	36940
INSURER D : Chesapeake Employers Insurance	11039
INSURER E : American Zurich Insurance Co	40142
INSURER F :	

INSURED COLOCON-01
Colossal Contractors Inc.
4601 Sandy Spring Rd
Burtonsville MD 20866

COVERAGES **CERTIFICATE NUMBER:** 2102443659 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR X 5,000 GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [X] LOC [ ] OTHER:			9201441	3/1/2021	3/1/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 500,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
B	AUTOMOBILE LIABILITY X ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			6077019	9/9/2020	9/9/2021	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
B	X UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 0			CU10305553	3/1/2021	3/1/2022	EACH OCCURRENCE AGGREGATE $	$ 5,000,000 $ 5,000,000 $
D E	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: Y If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		4544154 WC6733151-07 - VIRGINIA	12/18/2020 12/18/2020	12/18/2021 12/18/2021	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 500,000 $ 500,000 $ 500,000
C C	Pollution Liability Proffesional Liability			PEC005393102 PEC005393102	3/29/2021 3/29/2021	3/29/2022 3/29/2022	Each Occurence Aggregate Each Claim	1,000,000 2,000,000 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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The ACORD name and logo are registered marks of ACORD

United States Environmental Protection Agency

This is to certify that

Colossal Contractors, Inc.

has fulfilled the requirements of the Toxic Substances Control Act (TSCA) Section 402, and has received certification to conduct lead-based paint activities pursuant to 40 CFR Part 745.226

In the Jurisdiction of:

All EPA Administered Lead-based Paint Activities Program States, Tribes and Territories

This certification is valid from the date of issuance and expires June 03, 2023

LBP-66617-1

Certification #

May 20, 2020

Issued On

Michelle Price, Chief

Lead, Heavy Metals, and Inorganics Branch

United States Environmental Protection Agency

This is to certify that

Colossal Contractors, Inc.

has fulfilled the requirements of the Toxic Substances Control Act (TSCA) Section 402, and has received certification to conduct lead-based paint renovation, repair, and painting activities pursuant to 40 CFR Part 745.89

In the Jurisdiction of:

All EPA Administered States, Tribes, and Territories

This certification is valid from the date of issuance and expires July 09, 2025

NAT-66617-3
Certification #

May 20, 2020
Issued On

Michelle Price, Chief
Lead, Heavy Metals, and Inorganics Branch

THIS IS TO CERTIFY THAT

Colossal Contractors Inc.

HAS MET THE LEAD PAINT SERVICES ACCREDITATION REQUIREMENTS FOR

Residential and Commercial Building Contractor

EXPIRATION DATE 06, 26, 2022

TRAINING PROVIDER [redacted]

COURSE DATE

ADMINISTRATOR, LEAD PAINT ACCREDITATION
MARYLAND DEPARTMENT OF THE ENVIRONMENT

12/10/2020
DATE

STATE OF MARYLAND

Certificate # 7141

Application for reaccreditation shall be submitted to MDE 60 days prior to accreditation expiration indicated on this certificate.

90 County

State of Maryland
License

15843094
15237791
10253719

21

COLOSSAL CONTRACTORS INC
4601 SANDY SPRING RD
BURTONSVILLE MD 20866

COLOSSAL CONTRACTORS INC
4601 SANDY SPRING RD
BURTONSVILLE MD 20866

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
04/29/2021

MONTHS PAID
12

Karen A Bushell

THIS LICENSE MUST BE PUBLICLY DISPLAYED
AND EXPIRES ON **APRIL 30, 2022**

ISSUING FEES	2.00		
TOTAL	17.00		AMOUNT PAID 17.00

ISSUED BY
KAREN A. BUSHELL, CLERK OF CIRCUIT COURT
50 MARYLAND AVENUE, ROOM 1300
ROCKVILLE, MARYLAND 20850 (240)777-9460

MEA

The information below is for the Clerk's Office use only, customers can disregard.
These barcodes are for use with the new Cashiering System. When your site is upgraded, you will be given instructions for their use.

These barcodes must be scanned in order for RCS:
Scan this one first

15SI50SI15237791SI15843094

Scan this one second

15.00$M0.00$M0.00$M2.00

GENERAL TERMS AND CONDITIONS OF CONTRACT
BETWEEN COUNTY AND CONTRACTOR

("General Conditions")

1. ACCOUNTING SYSTEM AND AUDIT, ACCURATE INFORMATION

The Contractor certifies that all information the Contractor has provided or will provide to the County is true and correct and can be relied upon by the County in awarding, modifying, making payments, or taking any other action with respect to this contract including resolving claims and disputes. False or misleading information constitutes grounds for the County to terminate this contract for cause and to pursue any other appropriate remedy. The Contractor certifies that the Contractor's accounting system conforms to generally accepted accounting principles, is sufficient to comply with the contract's budgetary and financial obligations, and is sufficient to produce reliable financial information.

The County may examine the Contractor's and any first-tier subcontractor's records to determine and verify compliance with the contract and to resolve or decide any claim or dispute arising under this contract. The Contractor and any first tier subcontractor must grant the County access to these records at all reasonable times during the contract term and for three (3) years after final payment (or for such longer period as may be required pursuant to any federal, state, or other loan or grant condition). If the contract is supported to any extent with federal or state funds, the appropriate federal or state authorities may also examine these records. The Contractor must include the preceding language of this paragraph in all first-tier subcontracts.

2. AMERICANS WITH DISABILITIES ACT

The Contractor agrees to comply with the nondiscrimination requirements of Titles II and III, and other provisions, of the Americans with Disabilities Act of 1990, Pub. Law 101-336, as amended, currently found at 42 U.S.C., § 12101, et seq.

3. APPLICABLE LAWS

This contract must be construed in accordance with the applicable laws, rules, and regulations of the State of Maryland (without regard to its conflicts of laws principles) and of Kent County. All Kent County laws, rules, and regulations are incorporated by reference into, and made a part of, this contract. In the case of any inconsistency between this contract and such laws, rules, and regulations, the laws, rules and regulations shall govern. The Contractor must, without additional cost to the County, pay any necessary fees and charges, obtain any necessary licenses and permits, and comply with applicable federal, state and local laws, codes and regulations. For purposes of litigation involving this contract, except for contract Disputes discussed in paragraph 8 below, exclusive venue and jurisdiction must be in the Maryland State courts located in Kent County, Maryland.

(9) recommend contract modifications or terminations to the DIRECTOR OF PURCHASING; and

(10) issue notices to proceed.

B. The contract administrator is NOT authorized to make determinations (as opposed to recommendations) that alter, modify, terminate or cancel the contract, effect a procurement, interpret ambiguities in contract language, or waive the County's contractual rights.

7. COST AND PRICING DATA

The Contractor guarantees that any cost and/or pricing data provided to the County will be accurate and complete. The Contractor grants the County access to all books, records, documents, and other supporting data in order to permit adequate evaluation of the Contractor's proposed price(s). The Contractor also agrees that the price to the County, including profit or fee, may, at the option of the County, be reduced to the extent that the price was based on inaccurate, incomplete, or non-current data supplied by the Contractor.

8. DISPUTES DURING CONTRACT PERFORMANCE

Any dispute by Contractor arising during the performance of the contract, which dispute is not disposed of by mutual agreement, must be decided as provided hereunder. Pending final resolution of a dispute, the Contractor must proceed diligently with contract performance. Subject to the discretion of the DIRECTOR OF PURCHASING, the head of the County department, office, or agency ("Department Head") of the contract administrator is the designee of the DIRECTOR OF PURCHASING, for the purpose of dispute resolution. If the contract administrator is the Department Head, then the dispute shall be managed by the DIRECTOR OF PURCHASING. The Department Head may, with the Contractor's consent, delegate this responsibility to another person (other than the contract administrator). The Contractor waives any dispute or claim not made in writing and received by the Department Head within thirty (30) days of the occurrence giving rise to the dispute or claim. A dispute must be in writing, for specific relief, and any requested relief must be fully supported by affidavit and all relevant calculations, including cost and pricing information, records, and other information. The Contractor may, at the County's option, be made a party to any related dispute involving another Contractor.

9. DOCUMENTS, MATERIALS AND DATA

All documents, materials or data developed as a result of this contract are the County's property, unless specifically provided for in the contract. The County has the right to use and reproduce any documents, materials, and data, including confidential information, used in the performance of, or developed as a result of, this contract. The County may use this information for its own purposes, including reporting to state and federal agencies. The Contractor warrants that it has title to or right of use of all documents, materials or data used or developed in connection with this contract. The Contractor must keep confidential all documents, materials, and data prepared or developed by the Contractor or supplied by the County.

10. DURATION OF OBLIGATION

The Contractor agrees that all of Contractor's obligations and warranties which, directly or indirectly, are intended by their nature or by implication to survive performance of the contract shall so survive the completion of performance, termination for cause, or the termination for convenience of the contract.

11. ENTIRE AGREEMENT

There are no promises, terms, conditions, or obligations other than those contained in the contract, including any terms, conditions, documents or exhibits thereto, and these General Conditions. This contract supersedes all communications, representations, or agreements, either verbal or written, between the parties hereto, with the exception of express warranties given to induce the County to enter into the contract.

12. ETHICS REQUIREMENTS/ POLITICAL CONTRIBUTIONS

The Contractor must comply with the ethics provisions contained in Chapter 29 – Ethics of the Code of Public local Laws of Kent County.

13. GUARANTEE

A. Contractor guarantees for one year from acceptance, or for such other period of time as may have been expressly stated in the contract or the County's written solicitation, all goods, services, and construction offered, including those used in the course of providing the goods, services, and/or construction. This includes a guarantee that all products offered (or used in the installation of those products) carry a guarantee against any and all defects for such period. The Contractor must correct any and all defects in material and/or workmanship which may appear during the guarantee period, or any defects that occur within one (1) year of acceptance even if discovered more than one (1) year after acceptance, by repairing (or replacing with new items or new materials, if necessary) any such defect at no cost to the County and to the County's satisfaction.

B. Should a manufacturer's or service provider's warranty or guarantee exceed the requirements stated above, that guarantee or warranty will be the primary one used in the case of defect. Copies of manufacturer's or service provider's warranties must be provided upon request.

C. All warranties and guarantees must be in effect from the date of acceptance by the County of the goods or services.

D. The Contractor guarantees that all work shall be accomplished in a workmanlike manner, and the Contractor must observe and comply with all federal, State, County and local laws, ordinances and regulations in providing the goods and performing the services listed.

E. Goods and materials provided under this contract must be of first quality, latest model, and of current manufacture, and must not be of such age or so deteriorated as to impair their usefulness or safety. Items that are used, rebuilt, or demonstrator models are unacceptable, unless specifically

requested by the County in the in the contract documents.

F. ***All goods shall be merchantable and fit for the particular purpose ordered or purchased, and the Contractor so represents and warrants.***

14. HAZARDOUS AND TOXIC SUBSTANCES

Manufacturers and distributors are required by federal "Hazard Communication" provisions of 29 CFR 1910.1200, and the Maryland "Access to Information About Hazardous and Toxic Substances" Law, to label each hazardous material or chemical container, and to provide Material Safety Data Sheets to the purchaser. The Contractor must comply with these laws and must provide the County with copies of all relevant documents, including Material Safety Data Sheets, prior to performance of services or contemporaneous with delivery of goods.

15. IMMIGRATION REFORM AND CONTROL ACT

The Contractor warrants that both the Contractor and any subcontractor do not and shall not hire, recruit or refer for a fee, for employment under this contract or any subcontract, an alien while knowing the alien is an unauthorized alien, or any individual without complying with the requirements of the federal Immigration and Nationality laws, including but not limited to any verification and record keeping requirements. The Contractor further assures the County that, in accordance with those laws, it does not and will not discriminate against an individual with respect to hiring, or recruitment or referral for a fee, of the individual for employment or the discharging of the individual from employment because of such individual's national origin or, in the case of a citizen or intending citizen, because of such individual's citizenship status.

16. INCONSISTENT PROVISIONS

Notwithstanding any provisions to the contrary in any contract terms or conditions supplied by the Contractor, the County's General Conditions supersede the Contractor's terms and conditions in the event of any inconsistency, unless specifically waived or amended by the County.

In the case of any conflicts or ambiguities among the contract documents, such matters shall be resolved in favor of the following priorities:

a. ***Any term or condition specifically provided for in a contract or exhibit to a contract, other than terms and conditions provided by the Contractor.***

b. ***Terms and conditions specified by the County in any request for proposal, request for interest of qualifications, invitation to bid, or other document specifying with particularity the County's terms and conditions.***

c. ***These General Conditions.***

The lack of a specific provision in any of the documents referred to in items 16.a and 16.b above shall not operate to create an ambiguity with these General Conditions.

17. INDEMNIFICATION

The Contractor is responsible for any loss, personal injury, death and any other damage (including incidental and consequential) that may be done or suffered by reason of the Contractor's negligence or failure to perform any contractual obligations. The Contractor must indemnify and save the County harmless from any loss, cost, damage and other expenses, including attorney's fees and litigation expenses, suffered or incurred due to the Contractor's negligence or failure to perform any of its contractual obligations. If requested by the County, the Contractor must defend the County in any action or suit brought against the County arising out of the Contractor's negligence, errors, acts or omissions under this contract. The negligence of any agent, subcontractor or employee of the Contractor is deemed to be the negligence of the Contractor. For the purposes of this paragraph, County includes its elected officials, officials, employees, agents, boards, and agencies.

18. INDEPENDENT CONTRACTOR

The Contractor is an independent contractor. The Contractor and the Contractor's employees or agents are not agents or employees of the County. Neither these General Conditions nor the contract are intended to create, nor do they create any partnership, joint venture, agency or other relationship between the County and the Contractor.

19. INFRINGEMENT

Contractor represents and warrants that there is no copyright or patent infringement with respect to any goods or materials furnished pursuant to the contract. The Contractor shall indemnify and hold harmless the County with respect to costs, expense, damages, and liability arising from or on account of any claim for infringement.

20. INSPECTIONS

The County has the right to monitor, inspect and evaluate or test all supplies, goods, or services called for by the contract at all reasonable places (including the Contractor's place of business) and times (including the period of preparation or manufacture).

21. INSURANCE

Prior to execution of the contract, the Contractor must obtain at its own cost and expense, and keep in force and effect during the term of this contract, including all extensions, the insurance specified in the contract, including any applicable table or attachment, with an insurance company licensed or qualified to do business in the State of Maryland and with an A. M. Best rating of not less than A-. The Contractor must submit a certificate of insurance prior to award of this contract and prior to any contract modification extending the term of the contract, as evidence of compliance with this provision. The County must be named as an additional insured on all liability policies. Forty-five (45) days written notice to the County of cancellation or material change in any of the policies is required. In no event may the insurance coverage be less than that shown on the applicable table, attachment, or contract provision for required insurance. Subject to applicable law, the DIRECTOR OF PURCHASING may waive or modify the requirements of this section 21 in whole or in part.

22. NON-CONVICTION OF BRIBERY

The Contractor hereby declares and affirms that, to its best knowledge, none of its officers, directors, members, partners, or employees directly involved in obtaining contracts has been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any state or the federal government.

23. NONDISCRIMINATION IN EMPLOYMENT

The Contractor shall not discriminate in employment, or in the treatment of employees, or discriminate in any manner on the basis of race, color, gender, age, religion, creed, national origin, ancestry, marital status, disability, political affiliation, or lawful sexual orientation and shall follow and obey all applicable State, federal, and County laws and regulations regarding employment discrimination. The Contractor must bind its subcontractors to the provisions of this section.

24. PAYMENTS

This contract is subject to a non-appropriations clause as provided herein. No payment may be made or is due under this contract unless funds for the payment have been appropriated and encumbered by the County. Under no circumstances will the County pay the Contractor for legal fees. The Contractor must not proceed to perform any work (provide goods, services, or construction) prior to receiving written confirmation that the County has appropriated and encumbered funds for the work. If the Contractor fails to obtain this verification from the County prior to performing work, the County has no obligation to pay the Contractor for the work.

If this contract provides for an additional contract term, or for work in any period beyond the end of the County's fiscal year in which the contract is executed, continuation of this contract beyond the end of that fiscal year is contingent upon the subsequent appropriation of funds and encumbrance of those appropriated funds for payments under this contract. If funds are not appropriated and encumbered to support continued performance in a subsequent fiscal period, this contract terminates without further notice from, or cost to, the County. The Contractor acknowledges that the County

Commissioners have no obligation to appropriate funds for this contract in subsequent fiscal years. Furthermore, the County has no obligation to encumber funds to this contract in subsequent fiscal years. Accordingly, for each subsequent contract term, the Contractor must take appropriate action to verify that such funds have been appropriated and encumbered. See Annotated Code of Maryland, Article 31, section 3.

25. PERSONAL PROPERTY

All furniture, office equipment, equipment, vehicles and other similar types of personal property specified in the contract and purchased with funds provided under the contract become the property of the County upon the termination or expiration of this contract, unless expressly stated otherwise.

26. TERMINATION FOR CAUSE

The County may terminate the contract in whole or in part, and from time to time, whenever the County determines that the Contractor is:

a. defaulting in performance or is not complying with any provision of this contract;

b. failing to make satisfactory progress in the prosecution of the contract; or

c. endangering the performance of this contract.

Prior to a termination for cause, the County will send the Contractor written notice specifying the cause. The notice will give the Contractor ten (10) days from the date the notice is issued to cure the default or make progress satisfactory to the County in curing the default, unless a different time is given in the notice. If the County determines that default contributes to the curtailment of an essential service or poses an immediate threat to life, health, or property, the County may terminate the contract immediately upon issuing oral or written notice to the Contractor without any prior notice or opportunity to cure. In addition to any other remedies provided by law or the contract, the Contractor must compensate the County for additional costs that would be incurred by the County, whether the costs are actually incurred or not, to obtain substitute performance. A termination for cause shall be considered a termination for convenience as of the date the Contractor was advised of the termination for cause, if there was, in fact, no cause.

27. TERMINATION FOR CONVENIENCE

This contract may be terminated by the County, in whole or in part, upon written notice to the Contractor, when the County determines termination to be in the County's best interest. The termination is effective ten (10) days after the notice is issued, unless a different time is given in the notice. The County is liable only for payment for acceptable performance prior to the effective date of the termination, and for costs reasonably incurred as of the date of termination, which costs or items acquired by such costs cannot be economically retained by the Contractor for other or future use of the Contractor.

28. TIME

Time is of the essence in the performance by Contractor of the contract and of all ancillary matters arising therefrom.

29. TITLE

All goods delivered or provided to the County or otherwise pursuant to the contract, and the title thereto, shall be free any security interest, lien, contract restriction, or other form of encumbrance. Title shall pass to the County at the place of delivery to the County, subject to the County's right to inspect and accept or reject the goods.

30. WORK UNDER THE CONTRACT

Work may not commence under this contract until all conditions for commencement are met, including execution of the contract by both parties, compliance with insurance requirements, and issuance of any required notice to proceed.

County Roads Division
9/28/2021
County Commissioners Meeting

Item Summary:
FY2022 Roadway Line Striping Contract

ATTACHMENTS:
Description

Vehicle Lease and Maintenance Quotes
9/28/2021
County Commissioners Meeting

Item Summary:
Fleet Management Lease

ATTACHMENTS:
Description

Citizen Interest Form
9/28/2021
County Commissioners Meeting

Item Summary:
Commission on Aging

ATTACHMENTS:
Description

Procedures for Public Comment
9/28/2021
County Commissioners Meeting

ATTACHMENTS:

Description

Procedures for Public Comment

09.28.21 Public Comments Sign In Sheet

BOARD OF COUNTY COMMISSIONERS OF KENT COUNTY
PROCEDURES FOR PUBLIC COMMENT

In addition to public appearance, the meeting is also being held virtually, via teleconference and viewable on the County website at www.kentcounty.com/government.

It is our desire that everyone who wishes to comment be given a fair and uninterrupted opportunity to express their views to the County Commissioners during this public comment period.

- Comments will be limited to three (3) minutes in length.
- Comments longer than three (3) minutes will be required to be submitted in writing.
- The Board President will open the meeting to Public Comments, citizens are asked to state their name, address, and the topic of interest. Citizens are to ask that all views be expressed in a respectful and civil manner. The Board respects your desire and right to convey your message freely. We ask as a courtesy to the Board and our citizens that you respect the Commissioners' request to refrain from naming citizens and name calling when offering any critique.

The County staff will acknowledge each caller, in the order they called in, announce the last 4 digits of the phone number that was used to call in, and will ask the caller to unmute their phone allowing them to comment.

PUBLIC COMMENTS
SIGN IN SHEET
September 28, 2021

NAME **(please print)**	ADDRESS	TOPIC
Janet Christiansen Lewis	Millington	Morgnec Road Solar, LLC

Household Hazardous Waste Day
9/28/2021
County Commissioners Meeting

ATTACHMENTS:

Description

HHW Drop off Day Caroline Oct 30 2021 (1)

Maryland ENVIRONMENTAL SERVICE

Midshore Household Hazardous Waste (HHW) Drop-Off Day

Saturday, October 30, 2021, 8AM – 2PM, rain or shine

Former Hobbs Road Landfill, 26375 Hobbs Road, Denton, MD 21629

Free to Midshore County residents (Caroline, Kent, Queen Anne's and Talbot Counties)

ACCEPTABLE HHW ITEMS

- Gas, gas/oil mixtures and automotive fuels
- Empty propane cylinders size #40 and smaller
- Acids, cleaners, and solvents
- Chemicals (pool, darkroom, etc.)
- Pesticides, insecticides, and herbicides
- Oil-based paint, paint thinner, stains, turpentine, wood preservatives, and wood strippers
- Fluorescent tubes and lamps (limit 15)
- Mercury thermometers

UNACCEPTABLE ITEMS

- Household trash
- Explosives and ammunition
- Medical and radioactive wastes
- Compressed gas cylinders other than propane cylinders listed above
- Asbestos
- Smoke detectors
- Appliances
- Power tools and power tool batteries
- Tires
- Household batteries
- Road/marine flares
- Liquid containers over 5 gallon maximum size

For questions on the program, please contact the Maryland Environmental Service at (443) 685-4073.

ACCEPTABLE ELECTRONICS

- Computers and peripherals (keypads, laptops, monitors, mice, printers, cables, modems, etc.)
- TVs, remotes, VCR, CD and DVD players (limit 4 TVs)
- CB radios fax machines, answering machines, and copiers

ACCEPTABLE LATEX PAINT

Usable latex paint (*pourable, no mold or mildew*) will be accepted for recycling. Do not bring unusable latex paint to the event.

Instead, solidify the paint with an absorbent such as kitty litter, dirt or mulch and dispose of the paint in regular trash.

PLEASE NOTE

- Household wastes that are toxic, corrosive, ignitable, or reactive are considered HHW.
- Caroline, Kent, Queen Anne's, and Talbot residents ONLY
- Limit of 20 gallons or 250 pounds of acceptable waste per residence
- NO business, commercial, or industrial customers or materials
- COVID-19 Safety Precautions
  - Face masks are required to enter and use the facility for the purpose of dropping off acceptable materials
  - Social distancing guidelines are to be followed

Contingency and Use of Fund Balance Report
9/28/2021
County Commissioners Meeting

ATTACHMENTS:

Description

9-14-2021 Commissioner Report Contingency

FY22 CONTINGENCY & USE OF FUND BALANCE
AS OF COMMISSIONERS MEETING MINUTES DATED
September 14, 2021

CONTINGENCY

DATE APPROVED	DEPARTMENT	AMOUNT APPROVED	DESCRIPTION
8/24/21	Kent County Health Department (KCHD)	$ 227,000	Hiring of (2) nurses and (2) nursing assistants for facilitate vaccination and testing clinic
9/7/21	Circuit Court	7,131	Replace carpet in Kent County Circuit Court project #BM 22-01
		-	-
		-	-
		-	-