THE COUNTY COMMISSIONERS
OF KENT COUNTY, MARYLAND
AGENDA

September 7, 2021

6:00 PM 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 841 653 215#

Consent Items

#1 - Regular Session Minutes, August 31, 2021

#2 - Closed Session Minutes, August 31, 2021

#3 - Liquor Minutes, August 31, 2021

County Attorney

Thomas N. Yeager, County Attorney

Legislative Session Protocol

Legislative Session

Bill Mackey, Director, Planning, Housing, and Zoning

Third Reading Code Home Rule Bill No. 9-2021 Agriculture Advisory Commission, Consider for a Vote

Proclamation

Elizabeth Everett, Executive Director, United Way of Kent County

United Way Month

Appointments

Gary Gunther, Executive Director, Upper Shore Aging, Inc.

Annual Senior Care Program Plan

Departmental Appointments

Bill Mackey, Director, Planning, Housing, and Zoning

Community Development Block Grant Subrecipient Agreement for Maryland Rural Development Corporation

Bill Mackey, Director, Planning, Housing, and Zoning

Community Development Block Grant Subrecipient Agreement for Mid Shore Pro Bono

Bill Mackey, Director, Planning, Housing, and Zoning

Brickyard Land Holdings, LLC (Gillespie Precast, LLC) Request Release of Letters of Credit

Bill Mackey, Director, Planning, Housing, and Zoning

Morgan Creek Land Holdings, LLC Request Release of Letter of Credit

Bill Mackey, Director, Planning, Housing, and Zoning

CreaFill Fibers Corp. Request Release of Letters of Credit

Myra Butler, Director, Parks and Recreation

Departmental Update

Human Resources Director

Employee Handbook

Employee Handbook Amendment

Detention Center

Correctional Officer Vacancies

Parks and Recreation

Recreation Program Coordinator Vacancy

Parks and Recreation

Full-Time Facility Monitor Vacancy

Public Works - Environmental Operations

Part-Time Recycling Attendant Vacancy

Public Works - Roads Division

MEO I/MEO II Vacancy

Public Works - Water and Wastewater Division

Plant Operator I Vacancy

Public Works Director

Kent County Circuit Court

Carpet Replacement

Buck Neck Public Landing and Worton Creek Marina

Lot Line Adjustment

FY2022 Blacktop Paving Projects

Kent County GPS/GIS Control Monumentation

GPS and GIS Survey and Mapping Improvements

Cacaway Shared Use Facility Easement Agreement

Public Works Agreement

Humane Society of Kent County

Release of Letter of Credit

CreaFill Fibers Corp. Shipping and Receiving Expansion Project

County Administrator

Claude. J. Morales, Mayor, Town of Millington

Wastewater Treatment Facility

County Administrator Report

Community Fire Company of Millington, Raffle Only, November 26, 2021

Soroptimist International of Kent & Queen Anne's County, Raffle Only, December 5, 2021

Sultana Education Foundation, Beer Only, September 3, 2021

Kent Alcohol and Tobacco Enforcement KATE

Sondra M. Blackiston, Clerk/KATE Manager

Certificates for Signature

Certificates of Appreciation

Karen L. Miller, District Manager, Kent Soil & Water Conservation District
S. Wickes Westcott, Board Member, Kent Soil & Water Conservation District Board of Supervisors

Building is Open for In-Person Attendance: Public Comment/Media Review Dial 1-872-239-8359 and enter Conference ID 841 653 215#

Procedures for Public Comment

For Your Information

Muriel Cole, Co-Chair, Commission on Aging

Kent County Volunteer Fair

Timothy S. Ailsworth, Executive Director, Local Government Insurance Trust

Thank You Letter

Carolyn Sorge, Betterton Heritage

Thank You Letter

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.)

#1 - Regular Session Minutes, August 31, 2021
9/7/2021
County Commissioners Meeting

ATTACHMENTS:
Description

#2 - Closed Session Minutes, August 31, 2021
9/7/2021
County Commissioners Meeting

ATTACHMENTS:
Description

#3 - Liquor Minutes, August 31, 2021
9/7/2021
County Commissioners Meeting

ATTACHMENTS:
Description

Thomas N. Yeager, County Attorney
9/7/2021
County Commissioners Meeting

Item Summary:
Legislative Session Protocol

ATTACHMENTS:
Description

Bill Mackey, Director, Planning, Housing, and Zoning
9/7/2021
County Commissioners Meeting

Item Summary:
Code Home Rule Bill 9-2021 would amend Chapter 172, Agriculture Advisory Commission (AAC), of the Code of Public Laws of Kent County, Maryland, by revising the text to change the total number of members from seven members to a range of not less than seven and no more than nine. The composition of the board is being proposed for revision, based on the high level of interest expressed by people in the community who wish to serve on the AAC.

ATTACHMENTS:

Description

CHR Bill No. 9-2021 Agriculture Advisory Commission DRAFT Legislation, AMENDED BY INTERLINEATION

Public Hearing Advertisement for CHR 9-2021

08.03.21 Code Home Rule 9-2021, Agriculture Advisory Commission, Public Hearing Testimony Log

THE COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND

July 6, 2021 **Legislative Session Day**
Legislative Session Day **July 6, 2021**

CODE HOME RULE
BILL NO. 9-2021

INTRODUCED BY: P. Thomas Mason, President of the Board of County Commissioners for Kent County, Maryland.

AN ACT to amend Chapter 172, Agriculture Advisory Commission, of the Code of Public Laws of Kent County, Maryland, by amending the text to change the total number of members from seven to **NO LESS THAN SEVEN AND NO MORE THAN** nine.

THE COUNTY COMMISSIONERS
OF KENT COUNTY, MARYLAND

_____
P. Thomas Mason, President

INTRODUCED, read first time, July 6, 2021, ordered posted and public hearing scheduled August 3, 2021, at 6:00 p.m. in the County Commissioners Hearing Room, R. Clayton Mitchell, Jr., Kent County Government Center, 400 High Street, Chestertown, Maryland.

By order of:

_____
Sondra M. Blackiston, Clerk

PUBLIC HEARING

HAVING been posted and notice of time and place of hearing and copies having been made available to the public and the press, a public hearing was held on August 3, 2021. Reported favorably [with] [without] amendments; read a second time and ordered to be considered on September 7, 2021, a legislative session day.

BILL NO. 9-2021, as amended by interlineation, indicated by ~~**double strike through**~~ and **UNDERLINING, CAPITALS AND BOLD** to indicate further amendment to the BILL; **CAPITALS AND BOLD** alone indicate matter added to the existing law, as introduced; ~~Single strike through~~ indicates all matter deleted from existing law in the introduced BILL

DRAFT

A BILL ENTITLED CHR 9-2021 AGRICULTURE ADVISORY COMMISSION

NOW, THEREFORE, BE IT ENACTED BY THE COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND that Part III, Land Use Legislation, Chapter 172 the Code of Public Laws of Kent County is hereby amended as follows:

CHAPTER 172

AGRICULTURE ADVISORY COMMISSION

§ 172-1 Appointments; residency requirements; vacancies; term.

A. The Board of County Commissioners of Kent County shall appoint a ~~seven-NINE-member~~ commission **OF AT LEAST SEVEN AND NO MORE THAN NINE MEMBERS,** which shall be known as the "Kent County Agriculture Advisory Commission," and which may consist of representatives from various types of farms (farming sectors) and farm-supportive businesses of Kent County. All persons appointed must be residents of Kent County and must be engaged in a business that supports farms, farming, or the agricultural sector in general, at the discretion of the Board.

DRAFT

BE IT FURTHER ENACTED by the County Commissioners of Kent County that this Act shall take effect on the_____ day of _____.

Read Third Time _____

PASSED this _____ day of _____

Failed of Passage _____

By order of:

_____
Sondra M. Blackiston, Clerk

(SEAL)

THE COUNTY COMMISSIONERS
OF KENT COUNTY, MARYLAND

_____
P. Thomas Mason, President

_____
Ronald H. Fithian, Member

_____
Robert N. Jacob, Jr., Member

DRAFT

ORDERED a fair summary thereof of the entire bill shall be published in at least one newspaper of general circulation in the County, not less than three times at weekly intervals within a four-week period.

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

July 6, 2021
Legislative Session Day

Legislative Session Day
July 6, 2021

CODE HOME RULE
BILL NO. 9-2021

INTRODUCED BY: P. Thomas Mason, President of the Board of County Commissioners for Kent County, Maryland.

AN ACT to amend Chapter 172, Agriculture Advisory Commission, of the Code of Public Laws of Kent County, Maryland, by amending the text to change the total number of members from seven to no less than seven and no more than nine.

A public hearing will be held on August 3, 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 hearing is open to the public, and public comment is encouraged. The County offers four (4) options for the public to provide input in the public hearing process. Written comments will be accepted until noon on July 30, 2021. Comments will be read by County staff during public testimony.

Public comments can be submitted prior to hearing by the following methods: email kentcounty@kentgov.org, letters sent to The County Commissioners of Kent County, 400 High Street, Chestertown, MD 21620, and by phone during public comment using the call-in option 1-872-239-8359 Conference ID 634 454 886 then press #.

A complete copy of the proposed legislative bill is available on the County's website at www.kentcounty.com/commissioners/draft-legislation or by calling 410-778-4600 and press 4.

By order of:

THE COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND

Sondra M. Blackiston
Clerk

PUBLISH: KCN 07/15/21

TESTIMONY LOG

PUBLIC HEARING

August 3, 2021

CODE HOME RULE 9-2021
Agriculture Advisory Commission

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. _____

Elizabeth Everett, Executive Director, United Way of Kent County
9/7/2021
County Commissioners Meeting

Item Summary:
United Way Month

ATTACHMENTS:

Description

09.07.21 Proclamation, United Way of Kent County

Kent County, Maryland

Proclamation

UNITED WAY OF KENT COUNTY

WHEREAS, The United Way is a non-profit fundraising organization staffed primarily by volunteers, supporting 31 carefully selected and screened local health and human service agencies; and

WHEREAS, The United Way is a progressive and flexible program enabling people to care for civic needs as they emerge under changing social conditions; and

WHEREAS, The dedicated service of volunteers enables the United Way to rank among the most efficient of charitable organizations; and

WHEREAS, The unified fund-raising by United Way volunteers provides the most efficient and effective means by which public-spirited individuals may extend their support to associations that meet essential needs of our home community; and

WHEREAS, The notable and essential services rendered by the United Way have won for it such public approval that its support has consistently expanded since its inauguration in 1957; and

WHEREAS, United Way of Kent County celebrates the fact that it has, since its inception, distributed over $4.9 million to programs that directly benefit the citizens of Kent County, and intends to continue to beneficially impact the community in the future.

NOW, THEREFORE We The County Commissioners of Kent County, Maryland, do hereby proclaim September 2021 as United Way Month and ask for the generous support of all our citizens in the United Way's new campaign.

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

September 7, 2021

Gary Gunther, Executive Director, Upper Shore Aging, Inc.
9/7/2021
County Commissioners Meeting

Item Summary:
Annual Senior Care Program Plan

ATTACHMENTS:

Description

09.07.21 Maryland Department of Aging, Senior Care Program Annual Plan, FY2022 Review and Approval

MARYLAND DEPARTMENT OF AGING

ANNUAL SENIOR CARE PROGRAM PLAN

REVIEW AND APPROVAL
FISCAL YEAR 2022
(7/1/21-6/30/22)

The Interagency Committee on Aging (IAC) for Kent County Maryland
(Jurisdiction)

has reviewed and approves the submission of the Kent County Maryland
(Jurisdiction)

Senior Care Annual Plan for Fiscal Year 2022 as written and attached hereto.

Area Agency on Aging Director

Gary R. Gunther
Print Name

Gary R Gunther
Signature

Health Department Director

William Webb
Print Name

Signature

Department of Social Services Director

Shelly Neal-Edwards
Print Name

Signature

Chief Government Official

P. Thomas Mason
Print Name

P. Thomas Mason
Signature

MARYLAND DEPARTMENT OF AGING

ANNUAL SENIOR CARE PROGRAM PLAN

REVIEW AND APPROVAL
FISCAL YEAR 2022
(7/1/21-6/30/22)

The Interagency Committee on Aging (IAC) for Kent County Maryland
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has reviewed and approves the submission of the Kent County Maryland
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Senior Care Annual Plan for Fiscal Year 2022 as written and attached hereto.

Area Agency on Aging Director

Gary R. Gunther
Print Name

Gary R. Gunther
Signature

Health Department Director

William Webb
Print Name

Signature

Department of Social Services Director

Shelly Neal-Edwards
Print Name

Shelly Neal-Edwards
Signature

Chief Government Official

P. Thomas Mason
Print Name

P. Thomas Mason
Signature

MARYLAND DEPARTMENT OF AGING

SENIOR CARE PLAN
FY 2022 PLAN INSTRUCTIONS
(7/1/21-6/30/22)

Jurisdiction: Kent County Maryland

Section I. Administration

Choose **one** options below for administering the Senior Care Program in the designated jurisdiction:

€ The Area Agency on Aging will serve as lead agency and administer the Senior Care Program in Kent County Maryland *[insert name of jurisdiction]*. The Area Agency on Aging will designate Susan Higgs Program Manager as the contact person for the Senior Care Program in Fiscal Year 2022.

€ The Area Agency on Aging will delegate responsibility to administer the Senior Care Program in FY 2022 to a lead agency other than the Area Agency on Aging. The lead agency will be _____.

This lead agency will be responsible for coordination of the Senior Care Program for the jurisdiction identified above with the Maryland Department of Aging. The lead agency contact person will be _____.

Section II. Structure of the Senior Care Program

Provide an overview of Senior Care Program administration in the jurisdiction. Please include each of the following in your overview:

Screening, Assessment, Reevaluation, and Case Management:

1. *Coordination:* Explain how these services will be coordinated among the local Area Agency on Aging, Health Department, and Department of Social Services. Provide a narrative and flow chart that shows how a participant is enrolled into Senior Care. Discuss efforts to maximize coordination to avoid duplication of assessments, reevaluations, and case management.

2. *Innovation:* Discuss program innovations and strategies to improve program service delivery as a result of the COVID-19 Pandemic. How has the pandemic changed your perception of the population receiving Senior Care, services and delivery methods? What new processes have been incorporated into the program? Include partnership development, new services you are delivering and/or expansion efforts. In sum, how has

the pandemic changed your approach to Senior Care. *New*

3. *Assessment Process:* Provide a detailed explanation of the current Senior Care assessment process including, the InterRAI Level 1 Screen, AERS-STEPS Assessment, IHAS and/or any other screening instruments or methodologies of your program. Indicate whether screening is a requirement before Senior Care services formally begin. For example, if your program initiates services after a preliminary assessment such as an InterRAI Level One screen, then please share this process. If your program initiates services only after an in-home assessment such as one provided by AERS (InterRAI Level Two [Home Care], STEPS) or any other in-home assessment, then please indicate. If you use some combination of assessments, please indicate and provide a detailed description of the approach.

4. *Individual Care Plans:* Please explain how the local Senior Care Program develops a care plan, including the role of the participant and/or family.

Senior Care Services

Please review items 5-9 below. Provide responses to any items that reflect FY 2022 programmatic changes as compared to the approved FY 2021 Senior Care Plan. If there are no changes, then please indicate.

5. *Gapfilling Budget:* Discuss how your jurisdiction determines services included in the Gapfilling budget. Discuss how your jurisdiction addresses the coordination of services that are otherwise not available in the jurisdiction.

6. *Cost Sharing, Fee Schedules, and Spending Caps:* Explain policies that are currently in place that require participants to share in the cost of their care. Explain the development, administration, and use of fee scales. Please provide revenues for FY 2020, FY 2021 and projected FY 2022 and discuss how revenues are invested. Specify caps on each individual service, if applicable, and/or caps on total spending per participant as well as caps on cost sharing per participant, if applicable.

7. *InterRAI Level I:* Provide details on the use of the InterRAI Level I Screen in the Senior Care assessment or reassessment process. Specify how many Senior Care staff have been trained on the use of the InterRAI Level I screening instrument. Discuss efforts to work with the MAP Options Counselors and other staff to coordinate the assessment of clients potentially eligible for Senior Care Services. Discuss operational changes to streamline and accelerate assessments.

8. *Waiting List:* Provide a narrative and a flow chart to outline the waiting list process. Please include a description of how participants are placed on the waiting list, including what assessment(s), if any, are required before placement on the list. Describe current practices to prioritize the waiting list for Senior Care Services. Include copies of instruments that support this process. Describe the frequency of communication, whether a standardized inquiry instrument is used, and methods for period reassessment of individuals on the waiting list. Discuss interim services, the source for participants on the

waiting list to prevent functional decline and resulting admission to long term care facilities. Describe provision for one-time emergency grants to meet an immediate need and the source of the funds.

9. *Grants to Families:* If your jurisdiction utilizes state Senior Care funds for *Grants to Families*, then please discuss how these funds are allocated for this service. Describe how individual participants are selected, how the service is monitored, and why the lead agency feels this is the most effective use of the funds. If applicable, please describe any limitations on these funds outside of those stated in the Policies and Procedures Manual.

10. *Grievances:* Explain the process and provide a copy of the grievance procedures provided to Senior Care participants.

Senior Care Health Promotion Services

11. *Senior Care Health Promotion:* Indicate procedures for integrating Health and Wellness activities into the Senior Care Program. Your description should include promotion and enrollment activities for active Senior Care participants, as well as prospective Senior Care participants currently on the waiting list. Explain how you are integrating Health Promotion and Disease Prevention classes to support healthy and safe living in the community. Outline how you are utilizing the current Senior Care Program service structure to support the following programs and resources that provide participants with opportunities to maintain health and prevent decline:

    - Enrollment in falls prevention, depression screening, and chronic disease self management education programs/classes;
    - Coordination of transportation to attend health promotion programs/classes;
    - Referrals to the State Health Insurance Assistance Program (SHIP) for unbiased Medicare counseling and decision support; Senior Medicare Patrol counseling to promote Medicare fraud prevention; and MIPPA (The Medicare Improvements for Patients and Providers Act) for applications to receive financial help with Medicare premiums, co-pays, and deductibles;
    - Appointments for Senior Nutrition Education consultation;
    - Promotion of physical fitness classes at senior centers;
    - Assistance with Senior Call Check enrollment;
    - Referrals to the Durable Medical Equipment Re-Use Program for free gently used medical equipment;
    - References to other health and wellness opportunities provided by the Area Agency on Aging and Senior Centers.

Challenges to the Senior Care Program

12. *Challenges*: Identify program, management, and fiscal challenges and changes for the Senior Care Program during FY 2021. What efforts has your jurisdiction taken to address or resolve these issues?

APPLICATION TO THE
MARYLAND DEPARTMENT OF AGING
FOR A GRANT TO PROVIDE THE SENIOR CARE PROGRAM

The Maryland Department of Aging (hereinafter "Department") administers the Maryland Senior Care Program ("Program"). The Program provides coordinated, community-based, in-home services to older adults, who may be at risk of nursing home placement.

Upper Shore Aging, Inc.
(hereinafter "Applicant," "Area Agency on Aging," or "AAA"), hereby applies for a grant to administer the Program for

Kent County Maryland
(hereinafter "jurisdiction" or "Planning and Service Area").

Applicant acknowledges that if it is awarded the grant, it will comply with the following conditions and provisions, which will become terms of the grant:

1. PURPOSE

The purpose of the grant is to implement the Senior Care Program in

Kent County Maryland [insert jurisdiction name(s)]
in accordance with the goals and objectives of the Program.

2. MONITORS
The Grant Monitor for the Department will be:

Elouise Mayne
Name

Chief of Client and Community Services
Title

The Department's Grant Monitor will be the primary point of contact within the Department for matters relating to the grant agreement. The Department's Grant Monitor may be changed by the Department providing written notice to the AAA.

The Grant Monitor for the AAA will be: Susan Higgs

Name (Typed): Susan Higgs

Title (Typed): Senior Care Program Manager

The AAA's Grant Monitor will be the primary point of contact within the AAA for matters relating to this Agreement. The AAA's Grant Monitor may be changed by the AAA providing written notice to the Department.

3. DUTIES OF THE GRANTEE AAA

The AAA will:

A. Draft a Senior Care Program Annual Plan ("Plan") for the applicable jurisdiction(s), obtain all required signatures for the Plan, and submit the Plan for the applicable jurisdiction(s), which completed and executed Plan is attached hereto and incorporated herein by reference;

B. Ensure the Program is administered in accordance with the Senior Care Policies and Procedure Manual and Aging Program Directives 14-12 and 14-19, which are incorporated herein by reference;

C. Ensure a lead agency is designated in accordance with Program policies;

D. Ensure the lead agency coordinates the daily delivery of aging services consistent with the Senior Care Plan;

E. Ensure that there are local policies for resolving local inter-agency issues related to the delivery of Senior Care services and referring such recommendations to the appropriate party for action; and

F. Monitor implementation of the annual Senior Care Plan.

4. DUTIES OF THE DEPARTMENT

The Department will:

A. Provide grant funds in accordance with any letter of award of notice of grant award;

B. Monitor each local site at least once during each year;

C. Provide technical assistance to local sites to ensure compliance with policies and procedures;

D. Identify potential areas for policy clarification; and

E. Interpret State laws and policies pertaining to the Program.

5. PAYMENT REQUESTS

Payment requests must be made in accordance with Department procedures outlined in APD 14-19 and 15-04

6. INCORPORATION BY REFERENCE

Both parties hereby agree that the documents described below, if any, are hereby incorporated into and made an integral part hereof by reference. If documents below are superseded by the Department, the new documents will take precedent.

Exact Title of Document(s) Number of Pages

Senior Care Program Annual Plan and Narrative 3

Senior Care Budget Instructions 1

Senior Care Budget and Data Workbook 5

Senior Care Policies and Procedure Manual 25 plus attachments Senior Care

Policies and Procedures Addendum 4

Aging Program Directive 14-12 3

Aging Program Directive 14-19 10

Aging Program Directive 15-04 13

7. PERIOD OF GRANT

Any grant awarded will be for the term beginning **July 1, 2021 and ending June 30, 2022**. If the grant is awarded after the start of the designated term, the Department and the AAA agree to abide by the provisions of this grant application for the entire term.

8. GENERAL PROVISIONS

A. The AAA will comply with any and all federal, State, and local laws concerning employees.

B. The AAA agrees: (a) not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, marital status, national origin, ancestry, disability that is unrelated in nature and extent so as not to reasonably preclude the performance of such employment, or sexual orientation, or any other characteristic that is forbidden as a basis for discrimination by applicable State and federal laws, such as Maryland law that forbids discrimination based on gender identity or genetic information; (b) to include a provision similar to that contained in subsection (a) above in any underlying sub-agreement, except a subcontract for standard commercial supplies or raw materials; and (c) to post and to cause subcontractors to post in conspicuous places available to employees and applicants for employment notices setting forth the substance of this clause.

C. If the AAA fails to fulfill its obligations under the grant properly and on time, or otherwise violates any provision of the grant, the Department may terminate the grant.

D. No employee of the State of Maryland, or any department, commission, agency, or branch thereof, whose duties as such an employee include matters relating to or affecting the subject matter of the grant, shall, while so employed, become or be an employee of the AAA, or any department, commission, agency or branch thereof.

E. The AAA shall:

a. Be alert to and identify potential and actual conflicts of interest that may interfere with an AAA employees' exercise of professional discretion and impartial judgment.
b. Inform the Department when a potential or actual conflict of interest is identified and what steps will be taken to remedy the conflict.
c. Take reasonable steps to remedy any conflict of interest in a manner that puts the applicant's or participant's interests primary to the greatest extent possible.

F. It is understood and agreed that the Department will not be liable in any action of tort, contract or otherwise for any actions or responsibilities of the AAA arising out of the grant.

G. The AAA may not assign or subcontract all or any part of its responsibilities under the grant, without the prior approval of the Department.

H. Neither the Department nor the AAA may use or disclose any information concerning a recipient of services provided under the grant for any purpose not directly connected with the administration of such services, except upon written consent of the recipient, or as may be required by law.

I. The AAA hereby represents and warrants that:

i. It is qualified to do business in the State of Maryland and that it will take such action as, from time to time, may be necessary to remain so qualified;

ii. It is not in arrears with respect to the payment of any monies due and owing the State of Maryland, or any department or unit thereof, including, but not limited to, the payment of taxes and employee benefits, and that it will not become so in arrears during the term of the grant;

iii. It will comply with all federal, State and local laws applicable to its activities and obligations under the grant; and, 4

iv. It will obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under the grant.

J. Indemnification and Claims:

i. To the fullest extent permitted by the legal instruments creating AAA and the statutes governing AAA's authority, AAA will indemnify the State against liability for any suits, actions or claims of character arising from or relating to the performance of the AAA or its subcontractors or sub-grantees under the grant.

ii. The State of Maryland will have no obligation to provide legal counsel or defense to the AAA or its subcontractors or sub-grantees in the event that a suit, claim or action of any character is brought by any person against the AAA or its subcontractors or sub grantees as a result of or relating to the AAA's obligations under the grant.

iii. The State will have no obligation for the payment of any judgments or the settlement of any claims against the AAA or its subcontractors or sub-grantees as a result of or relating to the AAA's obligations under the grant.

iv. The AAA will immediately notify the Grant Monitor of any claim or suit made or filed against the AAA or subcontractors or sub-grantees regarding any matter resulting from or relating to the AAA's obligations under the grant, and will cooperate, assist, and consult with the State in the defense or investigation of any claim, suit, or action made or filed against the State as a result of or relating to the AAA's performance under the grant.

K. The Department may modify the terms governing this grant through the issuance of Aging Program Directives (APDs).

L. All terms of the grant requiring the Department to release funds are subject to the continuing availability of State and federal funds.

M. If funds are not appropriated or otherwise made available to support continuation, the State shall have the right to terminate the grant and the AAA will be not entitled to recover any costs not incurred prior to termination.

N. The AAA shall maintain and retain all books, records, and other documents relevant to the grant for a period of no less than three (3) years after the date of final payment, resolution of audit findings, or disposition of non-expendable property, whichever is later, and upon receipt of reasonable written notice thereof, full access thereto and the right to examine any of said materials shall be afforded federal and/or State auditors who shall have substantiated in writing a need therefore in the performance of their official duties, and such other persons as are authorized by the Department. The AAA will provide to the Department a copy of that part of any audit performed by State or independent auditors which relates to the performance of the grant and the administration of funds provided by the Department pursuant to the grant.

O. The grantee will comply with §§7-402 (State Aid to Social Organizations), 7-403 (Accounting Standards for Health and Social Welfare Organizations), 7-405 (State Funded Corporations Serving Elderly or Developmentally Disabled Subject to Audit), and 7-406 (State Funding Accountability; Reporting Requirements) of the State Finance and Procurement Article of the Annotated Code of Maryland, as applicable.

Grant Applicant's Full Name: Upper Shore Aging, Inc.

Address: 100 Schauber Rd, Chestertown, MD 21620

Telephone: 410-778-6000

Executed for Applicant by (print or type name): Gary R. Gunther

Witness (signature): Gary R Gunther

Date: 8/27/2021

Kent County

Structure of the Sr Care Program:

Coordination: The Kent County Health Department Adult Evaluation and Review Services (AERS) program staff serve as care coordinators for individuals seeking home and community-based services in Kent County, including services provided by Senior Care.

The AERS staff submits an assessment to the Local Department of Social Services (DSS) for screening of eligibility and assessment of need. The local DSS is partnered to provide Case Management for potential clients. Referrals come directly to the AERS program from any source including The Kent County DSS, Maryland Access Points (MAP), local medical providers, families, and self-referrals.

The DSS provides in kind Case Management and houses the one full time Upper Shore Aging employee. The case management and care coordination services provided are based on the individual client requests and needs which have been identified by the assessments and are listed in the client centered multidisciplinary plan of care.

Staff of each agency meet and consult as needed to review clients served to prevent duplication of services. On a case-by-case basis, each agency will initiate interagency communication and collaboration to determine the best and most efficient way to meet the needs of the client.

Assessment Process: The primary assessment tool used in Kent County is the interRAI-II. The AERS staff conduct the assessment in the home with the caregiver and family input as appropriate. Once done this is submitted to the local DSS. The DSS case managers verify Proof of age, income and assets which are documented for the program eligibility requirements.

Individual Care Plans: If the client is eligible for the Senior Care Program and agrees to participate, the Case Managers will enroll the client and complete a cost sharing agreement and ranking scale to assist the client and family with prioritizing their needs. This is a collaborative process between the client/family and Case Manager. The result is an agreed-upon service plan where both client, family and program staff can work towards linkage to resources and obtaining services. Client and family participations are verified by obtaining their signatures on the cost sharing form and case plan. The AERS and DSS staff communicate regularly with the AAA staff to review or update the client's case plan.

Gap Filling Budget (Determination of Services): No Changes.

Coordination of services: The number of participants and requests for services steadily increases. The need for medical supplies and the Personal Emergency Response systems are the most requested services.

Cost Sharing, Fee Schedules, and Spending Caps: No changes.

InterRAI level I screen: no changes

Waiting List: No changes

Grants to family: N/A

Grievances: The Kent County Senior Care Program utilizes the DSS document Form 222" Right to Appeal" as the grievance form.

Senior Care Health Promotion Services: Kent County offers the PEARLS program to any client who may need and wish to participate in this service. The Case Managers also connect clients with services and programs offered by the Local Sr Center. The Senior Care Program also offers a "Farmers Market" by providing fresh produce in the summer months and local cheese and butter to clients in the winter months. This has been much appreciated by the Senior Care participants.

Evidenced Based Programs: Through our partnership with the DSS and LHD the Senior Care will continue to offer and provide access to the Pearls program.

Senior Nutrition Programs: Every client is assessed by the local AERS staff to determine if a referral for MOW's is indicated, if a physician's order for supplements is required, or if other food resources are needed. The Senior Care Case Managers follow-up to ensure the participant is connected and enrolled to receive the necessary service.

Transportation: Every client is assessed by the Case Managers to ensure the client is connected to the appropriate area transportation resources available in the county.

Senior Call Check: On assessment the case managers assess the need of the client and offer the Senior Call Check and provide assistance with enrollment.

Senior Centers: The Kent County Senior Center hosts Enhanced Fitness classes, group education and activities that focus on wellness. The case managers provide a full orientation to the health and wellness opportunities that are available at the Sr Centers.

Supplemental narrative for COVID-19 pandemic:

The COVID-19 Pandemic created necessary changes in the way clients were visited. As per direction by the State Agency for Social Services, case managers for Sr Care were required to make phone calls instead of face-to-face visits to clients. This was deemed successful. Case Managers participated with the LHD to ensure that clients were identified who wanted the Vaccines for COVID-19. Necessary medical supplies were often on back order or unavailable such as disposable wipes and disposable gloves. The cost of other medical supplies increased, making necessary changes to line-item budgets in the Program. As to this date, face to face visits with clients in their homes were granted July 8, 2021. For FY 2022, the budget line items were adapted to reflect the cost increases and needs changes for the clients.

FY 2022 Senior Care Program
Budget Page Instructions

The FY 2022 Senior Care budget has many built in formulas and connected cells. Please **do not adjust** any formulas and **do not enter** numbers/data into gray-shaded cells.

1. *Allocation:* Enter the total State Senior Care allocation as provided on the allocation table into cell F2.

2. *Administration funded by State Senior Care:* Funding for administrative costs may not exceed 9% of the total Senior Care allocation. Administrative costs do not include Case Management costs.

3. *Administration funded by Other Sources:* Report all non-State Senior Care funding sources in the "Other Funding Sources" chart.

4. *Direct Services and Case Management:* Report "Other Costs" if above $500 in the "Other Costs" chart.

Senior Care Program Operations - FY 2022

Upper Shore Aging, Inc. Kent County

A. Client Service Projections	*FY 2020 (Actual)*	*FY 2021 (Estimated)*	*FY 2022 (Projected)*
1) Number of Clients Receiving Gapfilling Services carried over from the end of the preceding fiscal year.	39	52	52
2) Number of New Clients Receiving Gapfilling Services (including those moving from waiting lists) served this year.	13	15	15
3) Subtotal Gapfilling: Number of Clients Receiving Gapfilling Services (Formula Generated).	**52**	**67**	**67**
4) Number of Case Management Only (CMO) Clients carried over from the preceding fiscal year (not included in lines 1, 2 or 3).	0	0	0
5) Number of New Case Management Only Clients Served this year *(not included in lines 1, 2, 3 or 4)*.	0	0	0
6) Subtotal CMO: Number of Clients Receiving Case Management Only (Formula Generated).	**0**	**0**	**0**
7) Total: Projected Number of Senior Care Clients for the Fiscal Year. (Formula Generated)	**52**	**67**	**67**

B. Average Length of Time for Receipt of Services	*FY 2020 (Actual)*	*FY 2021 (Estimated)*	*FY 2022 (Projected)*
1) Average length of time a Senior Care ***Gapfilling*** client receives services from the Senior Care system (in months):	5	6	6
2) Average length of time a Senior Care ***Case Management Only*** client receives case management services (in months):	0	0	0

C. Waiting List Information - If unknown, indicate "unknown"	*FY 2020 (Actual)*	*FY 2021 (Estimated)*	*FY 2022 (Projected)*
1) CMO - How many individuals are waiting to receive case management services only?	0	0	0
2) Gapfilling Only - How many individuals are waiting to receive gapfilling services only?	0	0	0
3) Both Gapfilling and Case Management - How many individuals are waiting to receive both gapfilling AND case management?	12	8	5
4) Total Individuals on the Waitlist (Formula Generated)	**12**	**5**	**5**
5) Assessment - How many individuals on the waitlist have been assessed?	12	8	
6) Percentage of individuals on the waitlist who have been assessed (Formula	**100.00%**	**100.00%**	**100.00%**
7) Average length of time that an individual stays on the waiting list while waiting	6	3	3
8) Average length of time that an individual stays on the waiting list while waiting			
9) Average length of time that an individual stays on the waiting list while waiting			

Senior Care Budget FY 2022

Upper Shore Aging, Inc Kent County
Total State Senior Care

	Administration		Case Management, Direct Services, & Waiting List Services		
Budget Category	**Administration funded by State Senior Care**	**Administration funded by other sources**	**Case Management**	**Other Gapfilling Direct Services**	**Total (Administration, Waiting List and Direct Services)**
Salaries	$ 7,144.00		$ 38,292.00		$45,436
Fringe	$ 2,000.00		$ 17,528.00		$19,528
Travel	$ 1,206.00				$1,206
Building Space					$0
Printing & Supplies					$0
Equipment					$0
Equip. Maintenance & Repairs					$0
Communications					$0
Utilities					$0
Vehicle Costs					$0
Training					$0
Contractual Services					$0
Other Costs (Explain Below)					$0
Total Costs (autofill)	**$ 10,350.00**	**$ -**	**$ 55,820.00**	**$ 48,830.00**	**$66,168**
Project Income					
Net Costs (autofill)	**$ 10,350.00**	**$ -**	**$ 55,820.00**	**$ 48,830.00**	**$115,000**
State Senior Care Funds	$ 10,350.00		$ 55,820.00	$ 48,830.00	$115,000
Other Non-Fed Resources		$ -	$ -		
Variance (autofill)	$ -	$ -	$ -	$ -	$0
				Variance Check	$0.00

Administration Check - No more than 9% of the total State Senior Care Allocation can be used for Administration

Administration Funded by State Senior Care	% of State Senior Care Funds used for Administration	Acceptable or Not Acceptable
$ 10,350.00	9.00%	Acceptable

Case Management is considered a service and is not considered administration

Please List Other Funding Sources		"Other Costs" Above $500	
Source	Amount	Cost Category	Amount

FY 2022 Senior Care Gapfilling Expenditures

Upper Shore Aging, Inc. Kent County

Program Category	FY 2022 Gapfilling Expenditure	Percentage of Gapfilling Budget
Personal Care	$ -	0.00%
Chore	$ 2,000.00	4.10%
Personal Care/Chore	$ -	0.00%
Heavy Chore	$ 1,200.00	2.46%
Home Delivered Meals	$ -	0.00%
Respite		0.00%
Adult Day Care/Senior Center Plus	$ 4,000.00	8.19%
Medications		0.00%
Transportation		0.00%
Medical Supplies	$ 23,119.01	47.34%
Emergency Response Systems	$ 14,512.99	29.72%
Grants to Families	$ -	0.00%
Other (auto-generated - see below)	$ 4,000.00	8.19%
Total	**$ 48,832.00**	

Please list Other Gapfilling Expenditures below

Other Gapfilling Programs	FY22 Gapfilling Expenditure
Wellness Program/Farmers Market	$ 4,000.00
Total	**$ 4,000.00**

Average Gapfilling Cost per Client per Month

Provide figures for the average amount of Gapfilling funds spent per client per month in the jurisdiction for Fiscal Years 2020-2022.

FY 2020 (Actual)	$60
FY 2021 (Estimated)	$60
FY 2022 (Projected)	$60

Range of Gapfilling Cost Per Client per Month

Provide the range of Gapfilling funds spent per client per month in the jurisdiction for Fiscal Years 2020-2022.

FY 2020 (Actual)	
FY 2021 (Estimated)	$65
FY 2022(Projected)	$70

FY22 Senior Care Staff Breakout

Upper Shore Aging, Inc. Kent County

Use the charts below to provide information on the number of staff positions to be donated in-kind.

Administration

Agency (AAA/DSS/LHD)	Title of Position	Duties	Percentage of Time Spent on Senior Care	Funding Souce (State Senior Care or Other)
AAA	Program Mgr	Budget overview	30%	State Sr Care

Total Admin FTEs 30%

Assessment

Agency (AAA/DSS/LHD)	Title of Position	Number of Cases Assessed Per Month - Initial Assessments and Reevaluations	Percentage of Time Spent on Senior Care	Funding Souce (State Senior Care or Other)
LHD	AERS	5	20%	LHD
DSS	Case Manager	3	10%	DSS

Total Assessment FTEs 30%

Case Management

(AAA/DSS/LHD)	Title of Position	Managed Per Month	Senior Care	Care or Other)
DSS	Adult Svc Worker	10	20%	DHS

Total Case Mgmt. FTEs 20%

Total FTEs 80%

FY22 Senior Care Supplemental Information

Upper Shore Aging, Inc. Kent County

CHANGES OVER LAST YEAR'S SUPPORT
For the staff financed through non-State Senior Care funds (e.g. in-king, local, other grants), please state whether there will be an increase, decrease, or no change in the amount(s) or type(s) of support that was provided in FY 2021. (1-2 sentences)

VENDOR/INDIVIDUAL PROVIDER RATES:

Please provide the rates or range of rates for each service listed below. An explanation is requested for service rates that are over 10% of the State's average. If the service is listed on the Senior Care Budget/Gapfilling Expenditures charts, a corresponding unit cost shall be recorded on this page. Read

	Personal Care Cost per Hour	Chore Cost per Hour	Nutritional Supplements	Incontinence Supplies	Respite Cost per Hour	Adult Day Cost per Day	Transportation Cost per Trip	Emergency Response System Cost per Month	Case Management Cost per Hour (Average if variable)
Average Rates (FY 2022)	$20.38	$20.00	$40.00	$50.00	$40.00	$89.00	$2.67	$40.00	$38.00
Vendor Name									
Al Alther		20							
Amazon			40						
HCD				50					
MADC						89			
								40	

Please explain any variances of the State average (+10%)

Bill Mackey, Director, Planning, Housing, and Zoning
9/7/2021
County Commissioners Meeting

Item Summary:
In July 2020, Kent County was approved for a federal grant to provide rental assistance in the amount of $84,246.39 via the Maryland Department of Housing and Community Development (DHCD) through the Community Development Block Grant (CDBG) program. In May 2021, the original Grantee Agreement was amended so the CDBG funds could be utilized to support the distribution of Emergency Rental Assistance Program (ERAP) funds in the amount of $1,332,475 that were approved in 2021 for the County via DHCD.

As part of the implementation process, the County will pass through the CDBG funding to the Maryland Rural Development Corporation (MRDC) to support MRCD in providing services directly to clientele. MRDC must agree to uphold the standards related to the CDBG program for the CDBG grant. The subrecipient document was provided by DHCD as part of the agreement signed with the County for use by the County with the subrecipient, in order to provide for requirements and obligations under the CDBG Program.

ATTACHMENTS:

Description

09.07.21 Grant # CV-1-7, Maryland Community Development Block Grant, Subrecipient Agreement CV-1-7-MRDC, By and Between County Commissioners of Kent County and Maryland Rural Development Corporation (MRDC), Rental Assistance

Grant #: CV-1-7

Maryland Community Development Block Grant

Subrecipient Agreement CV-1-7-MRDC

This Subrecipient Agreement dated this 7th day of September 2021 (the "Agreement"), is by and between County Commissioners of Kent County , a political subdivision of the State of Maryland (the "Recipient") and Maryland Rural Development Corporation aka MRDC, a Maryland, a nonprofit corporation (the "Subrecipient") .

WHEREAS, the Recipient has entered into an agreement (the CDBG Grant Agreement") with the Department of Housing and Community Development, a principal department of the State of Maryland ("DHCD") for a grant in the amount of $84,246.39 (the "CDBG Grant") under the Community Development Block Grant Program ("CDBG" or the "Program") a federal program under the United States Department of Housing and Urban Development ("HUD") which is administered by DHCD;

WHEREAS, $75,240.00 of the CDBG Grant is being subgranted by the Recipient to the Subrecipient for the purposes described herein;

WHEREAS, the Program is governed by Title I of the Housing and Community Development Act of 1974, an amended (the "Act") and Subpart I of the regulations of the United States Department of Housing and Urban Development which are set forth in 24 CFR 570 (the CDBG Regulations");

WHEREAS, the CDBG Regulations require, among other things, that where all or a portion of the CDBG Grant will be used by a Subrecipient, there must be a written agreement between a recipient and a Subrecipient regarding the use of such funds; and

WHEREAS, the parties hereto desire to set forth the terms and conditions for use of the proceeds of the CDBG Grant.

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

1. Incorporation of CDBG Grant Agreement. The Subrecipient has reviewed and understands the provisions of the CDBG Grant Agreement. The terms and conditions of the CDBG Grant Agreement and all Exhibits thereto, (collectively, the "CDBG Grant Agreement") a copy of which is attached hereto as Attachment A, are hereby incorporated into and made, a part of this Agreement. The Subrecipient agrees to assist the Recipient, to cooperate with the Recipient and to assume responsibility with the Recipient in fulfilling the terms and conditions of the CDBG Grant Agreement.

2. Purpose of Agreement. The purpose of this Agreement is to provide the Subrecipient with funds to carry out the activities described in Exhibit A of the CDBG Agreement (the " Subrecipient Project").

3. Funds Provided. In consideration of the various obligations to be performed by the Subrecipient pursuant to this Agreement, the Recipient agrees to provide Subrecipient with funds in an amount not to exceed $75,240.00 (the " Subrecipient Grant") subject to the terms and conditions set forth herein.

4. Schedule for Completion. The funded activities related to the Subrecipient Project shall be completed in accordance with the schedule attached marked as Exhibit C of the CDBG Grant Agreement (the "Schedule").

5. Expenditure of Funds.

(a) The proceeds of the Subrecipient Grant shall be expended in accordance with the Subrecipient Project budget marked as Exhibit B of the CDBG Grant Agreement hereto (the "Budget").

(b) The proceeds of the Subrecipient Grant may be used to reimburse the Subrecipient for costs incurred pursuant to the Budget for the activities described in Exhibit A of the CDBG Grant Agreement.

(c) The Recipient, in its discretion, may advance all or a portion of the Subrecipient Grant in the amounts set forth in the Budget to pay for the activities described in Exhibit A of the CDBG Grant Agreement in accordance with CDBG Payment Procedures.

6. Compliance with Federal Regulations.

(a) The Subrecipient shall undertake the Subrecipient Project in accordance with the Act and the CDBG Regulations.

(b) The Subrecipient shall comply with all of the applicable federal laws, regulations, circulars, and guidelines related to the Program which are set forth in the CDBG Grant Agreement.

7. Disbursement of Subrecipient Grant.

(a) Disbursement of funds under the Subrecipient Grant shall be in the amounts in the Budget and shall be made only for costs which have been determined by the Recipient to have been properly incurred by the Subrecipient.

(b) Requests for disbursements shall be made in the following manner:

Please use direct deposit to our checking account:

- Routing - 055003308
- Account - 0005256270562

8. Records and Reports.

(a) The Subrecipient shall maintain the records related to the Subrecipient Project set forth in the CDBG Grant Agreement attached hereto and made a part hereof in a manner satisfactory to the Recipient.

(b) The Subrecipient shall produce the reports or provide information for reports set forth in the CDBG Grant Agreement on the dates and which contain the information indicated.

(c) The Subrecipient shall provide copies of all records related to the Subrecipient Project to the Recipient .

9. Term of Agreement. Unless terminated earlier pursuant to this Agreement or upon the mutual agreement of the parties with the consent of DHCD, this Agreement shall remain in full force and in effect until the Subrecipient Project has been completed to the satisfaction of the Recipient, DHCD, and HUD, all reports required by this Agreement, DHCD, or HUD have been submitted and approved, and all outstanding issues between the Recipient and the Subrecipient have been resolved in a manner satisfactory to the Recipient.

10. Default and Remedies.

(a) Any breach of any representation, warranty, covenant, condition, or provision of this Agreement, including failure of the Subrecipient to conduct and complete the activities associated with the Subrecipient Project in a manner satisfactory to the Recipient, shall constitute a default under this Agreement.

(b) The Recipient shall notify the Subrecipient, in writing, of a default under this Agreement. The Subrecipient shall have 15 days from the date of such notice to cure the default in a manner satisfactory to the Recipient. Upon the failure of the Subrecipient to cure the default in a manner satisfactory to the Recipient, the Recipient, in addition to the remedies set forth in the CDBG Grant Agreement, shall have the following remedies:

1) the Subrecipient, shall not be entitled to any undisbursed portions of the Subrecipient Grant;

2) the Recipient may, at its option, require the Subrecipient to repay all funds improperly expanded by the Subrecipient; and

3) the Recipient may take all other actions available to it at law or in equity.

11. Reversion of CDBG Assets. Upon termination of this Agreement, the Subrecipient shall:

(a) transfer to the Recipient all undisbursed Agreement Grant funds in the possession of the Subrecipient at the time of termination, including any accounts receivable attributable to the Subrecipient Grant; and

(b) comply with any special conditions related to the Subrecipient Project a set forth in the CDBG Grant Agreement hereto.

12. Inspections. The subrecipient shall permit the authorized representatives of the Recipient, DHCD, or HUD to inspect, at any reasonable time, the Project and all records related to the Project.

13. Third Party Beneficiaries. The Recipient and the Subrecipient hereby agree that all representations and warranties contained in this Agreement run to the benefit of DHCD, the State of Maryland (the "State") and HUD. The Recipient and the Subrecipient further agree and acknowledge that DHCD, the State, and HUD shall have the right to request documentation from time to time from the Recipient and/or the Subrecipient and shall be entitled to exercise all of the rights and remedies available to the Recipient against the Subrecipient.

14. No Waiver. No failure or delay by the Recipient to insist upon the strict performance of any term, condition, representation or warranty of this Agreement or to exercise any right, power or remedy shall constitute a waiver of any such term, condition, representation or warranty nor preclude the Recipient, DHCD, the State, or HUD from exercising any such right, power, or remedy at any later time.

15. Survival. All covenants, agreements, representations and warranties made in this Agreement and in any other documents delivered pursuant hereto shall survive closeout of the CDBG Grant and shall continue in full force and effect until the Recipient has complied with all terms and conditions related to the close out of the CDBG Grant Agreement between DHCD and the Recipient for the Project.

16. Notices. All reports, notices, consents or approvals required under this Agreement shall be in writing and shall be deemed to have boon given properly if and when mailed by first class certified mail, return receipt requested, postage prepaid, as follows:

If to Recipient: County Commissioners of Kent County
400 High St, Chestertown, MD 21620
Attention: Department of Planning, Housing, and Zoning

If to Subrecipient: Maryland Rural Development Corporation
101 Cedar Lane, PO box 739 Greensboro, MD 21639

or to such other address as the parties above shall have furnished to the other in writing.

17. Modification /Assignment. No portion of this Agreement may be changed, waived or modified except with the written consent of Recipient and by a written agreement executed by the parties hereto. This Agreement may not be assigned, in whole or in part, without the prior written consent of DHCD.

18. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Maryland.

19. Terms Binding. All of the terms, conditions, representations, warranties and covenants of this Agreement shall apply to and be binding upon and inure to the benefit of the Recipient, DHCD, and the State. This Agreement shall be binding upon Subrecipient and its successor[s].

20. Indemnification. The Subrecipient hereby releases the Recipient, DHCD, and the State from, agrees that the Recipient, DHCD, and the State shall have no liability for, and agrees to protect, indemnify and save harmless the Recipient, DHCD, and the State from and against any liability, suit, action, claim, demand, loss, expense or cost of any kind or nature, including attorneys, fees, incurred by or asserted or imposed against, the Recipient, DHCD, or the State as a result of or in connection with the Project. Any money expanded by the Recipient, DHCD, or the State as a result of such liabilities, suits, motions, claims, demands, losses, expenses or costs, together with interest at a rate not to exceed the maximum interest rate permitted by law and reasonable attorneys fees, shall be immediately and without notice due and payable by the Subrecipient to the party who has expended such money.

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

22. Severability. The invalidity of any articles, section, subsection, paragraph, clause or provision of this Agreement shall not affect the validity of the remaining articles, sections, subsections, paragraphs, clauses or provisions hereof.

23. Authority. This Agreement has been duly executed and delivered by the Subrecipient and the Recipient, in such manner and form as to comply with all requirements necessary to make this Agreement the valid and legally binding and enforceable act and agreement of the Subrecipient and the Recipient.

WITNESS our hands and seals, all as of the data first written above.

WITNESS/ATTEST

County Commissioners of Kent County, Maryland

P. Thomas Mason (SEAL)
Name: P. Thomas Mason
Title: President

WITNESS/ATTEST

Maryland Rural Development Corporation

Name: Christopher Benzing
Title: Executive Director

Attachment A CDBG Grant Agreement
Attachment B CDBG Required Records and Reports
Attachment C Special Terms and Conditions

Attachment A - Part 1

GRANT NO: CV-1-7

MARYLAND COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
COVID – ROUND 1
GRANT AGREEMENT

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

WHEREAS, the federal Department of Housing and Urban Development ("HUD") has authorized the State of Maryland (the "State") to distribute and administer supplemental federal Maryland Community Development Block Grant ("CDBG") funds received under the Coronavirus Aid Relief, and Economic Security Act signed into law on March 27, 2020, which is subject to the Housing and Community Development Act of 1974, as amended, for the purpose of preventing, preparing for and responding to coronavirus;

WHEREAS, the Maryland General Assembly has appropriated federal CDBG funds to DHCD in order to establish and administer the Maryland CDBG Program, which program is more fully described in the Substantial Amendment to the Consolidated Plan-Action Plan dated **SFY20/FFY19** (the "Consolidated Plan") issued by DHCD; and

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

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

1. Purpose of Agreement. The purpose of this Agreement is to provide the Grantee with funds which will enable the Grantee to carry out the Project(s), the approved scope of work for which is described in the attached Exhibit A. The Project activities are designed to satisfy the CDBG national objectives of **Benefit to Low and Moderate Income Persons – Limited Clientele** and **Benefit to Low and Moderate Income Persons - Housing** (the "National Objective").

2. Grant Funds Provided. In consideration of the various obligations to be undertaken by Grantee pursuant to this Agreement, DHCD agrees to provide Grantee with funds in an amount not to exceed **$134,246.39** (the "CDBG Grant") subject to the terms and conditions set forth in this Agreement and to the availability of federal funds.

3. Authorized Uses of Grant Funds. Grantee agrees to use the CDBG Grant funds only for the Project(s) activities within the Grantee's jurisdiction, described in Exhibit A.

4. Expenditure of Grant Funds.

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

b. Grantee must expend and request 25% of grant funds within 180 days of the award approval date. If Grantee fails to meet this requirement, DHCD shall have the right to evaluate performance and recapture funds from the CDBG grant.

c. Grantee must expend and request 50% of grant funds within 365 days of the award approval date. If Grantee fails to meet this requirement, DHCD shall have the right to evaluate performance and recapture funds from the CDBG grant.

d. If the application was submitted on behalf of eligible Subrecipients (as set forth in Exhibit A), the Grantee shall either distribute the CDBG funds to such Subrecipients to implement the Project(s) or the Grantee may implement the Project(s) on behalf of the Subrecipients.

e. Grantee may incur costs for the Project(s) to be charged against the CDBG Grant funds as of the date of the award. Notwithstanding the foregoing, in the event that emergency rental assistance is identified as an approved Project and is set forth in Exhibit A and Exhibit B, Grantee may seek reimbursement for rental arrearage beginning with May 1, 2020.

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

5. Compliance with Certain Federal Requirements.

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

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

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

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

6. Project Commencement and Completion; Changes.

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

b. The Grantee shall expend all grant funds for Project activities on or before **July 31, 2022** ("Grant Period"), in accordance with the Grant Implementation Schedule set forth in Exhibit C.

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

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

(ii) Grantee is proposing a budget revision resulting in a transfer in the Grant Budget (Exhibit B) of more than 10% of the CDBG Grant between identified CDBG funded activities or any increase to the Project Administration line item.

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

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

7. Progress of the Project. If the Project(s) is not progressing in a manner satisfactory to DHCD, or the Grantee has violated a provision of this Agreement, prior to declaring a default, DHCD may require the Grantee and/or any Subrecipient to accept technical assistance DHCD feels is necessary for the Project(s) to proceed in a manner acceptable to DHCD.

8. Disbursement of Grant Funds.

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

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

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

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

9. Records and Reports.

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

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

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

10. Default and Remedies.

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

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

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

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

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

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

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

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

14. Program Director; Notices.

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

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

(i) Communications to DHCD shall be mailed to:

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

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

William Mackey
Director
Planning, Housing and Zoning
Kent County
400 High Street
Chestertown, MD 21640

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

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

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

18. Governing Law. This Agreement shall be construed, interpreted and enforced in accordance with the laws of the State without regard to its conflict of laws and provisions.

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

20. Term of Agreement. Unless sooner terminated pursuant to Section 10 of this Agreement or by the mutual consent of Grantee and DHCD, this Agreement shall remain in effect until Grantee's Project(s) has been completed, the National Objective has been met, the final amounts of the CDBG Grant have been disbursed, all reports and records due by the Grantee to DHCD have been submitted and approved by DHCD, the Project(s) has been monitored and all findings, concerns

and/or issues have been successfully resolved, and DHCD has issued an official letter closing the grant.

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

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

23. Execution. This Agreement and any amendments thereto may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement or amendment and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Agreement or amendment and of signature pages by facsimile or by electronic transmission shall constitute effective execution and delivery of this Agreement or amendment as to the parties and may be used in lieu of the original Agreement or amendment for all purposes. Signatures of the parties transmitted by facsimile or electronic transmission shall be deemed to be their original signatures for all purposes.

[Remainder of page intentionally left blank]

Witness our hands and seals.

ATTEST

Sallie Watson
(Typed Name and Title)
Deputy Clerk II

COMMISSIONERS OF KENT COUNTY

By: P. Thomas Mason (SEAL)
P. Thomas Mason
President

WITNESS:

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

_____

By:_____ (SEAL)
Kenneth C. Holt
Secretary

EFFECTIVE DATE:_____

APPROVED:

By:_____
Carol Gilbert,
Assistant Secretary and Director,
Division of Neighborhood Revitalization

Approved for form and legal sufficiency this ___ day of _____, 2020.

_____
Assistant Attorney General

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

EXHIBIT A

PROJECT A

MARYLAND CDBG CV ROUND 1 PROJECT SCOPE OF SERVICES
as more fully described in Grantee's application for CDBG funds submitted June 12, 2020.

GRANTEE:	COUNTY COMMISSIONERS OF KENT COUNTY
SUBRECIPIENT:	MARYLAND RURAL DEVELOPMENT CORPORATION
PROJECT NAME AND LOCATION:	EMERGENCY RENTAL ASSISTANCE Countywide, Kent County
PROJECT DESCRIPTION:	Funds will be used to provide three months of rental assistance to households whose income has been negatively impacted by loss of employment or reduction in hours as a result of the COVID 19 crisis.
NATIONAL OBJECTIVE:	Benefit to Low and Moderate Income Persons – Housing
ESTIMATED NUMBER BENEFICIARIES:	24 Households
NUMBER LMI BENEFICIARIES:	24 Households
% OF LMI BENEFICIARIES:	100%

SPECIAL TERMS AND CONDITIONS:

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

1. **National Objective Records - LMI - Housing:**
The grantee is to document the total amount of household income of each assisted household using the amended PART 5 income calculation process. The grantee is to document and provide data showing race, ethnicity and gender of the head of household. All records must be in a form and contain documentation, information or data satisfactory to DHCD.

2. **Audit**
The Grantee shall obtain the services of an independent, certified public accountant to perform an organizational-wide Single Audit of the Grantee in accordance with the *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* found in 2 CFR Part 200 (the "Audit"). Copies of the Audit are due to the DEPARTMENT and to the CDBG PROGRAM DIRECTOR within 9 months after the end of the Grantee's fiscal year. This applies to both projects under this Agreement.

3. **Environmental Review**
The Grantee submitted required environmental review forms with the application. There are no additional requirements. This applies to both projects under this Agreement.

4. **Recordkeeping**
The Grantee is required to maintain hard copy (not digital) files until the grant has been monitored and a close out letter has been issued by DHCD.

5. **Required Second Public Hearing**
Grantees are to conduct a second public hearing which must take place in conjunction with a regularly scheduled meeting of the elected public officials. The second hearing should provide a review of program performance and status of grant activities. It must be held prior to the grant end date. The notice of the hearing must be published in a local newspaper at least five (5) days prior to the hearing. This applies to both projects under this Agreement.

6. **Required Plans**
The Grantee must ensure that all required plans have been adopted or updated and maintained throughout the life of the grant. This applies to both projects under this Agreement.

7. **Subrecipient Agreement**
The Grantee and Subrecipient must execute a Subrecipient Agreement prior to the commencement of activities. It must include all projects awarded under this grant. Please provide a copy of the executed agreement to your CDBG Project Manager.

8. **Duplication of Benefits**
The Grantee is to ensure that there is no duplication of benefits and that funds for this project are in addition to other available funds.

9. **Approval to Pre-Incur Costs**
The Grantee may begin to incur costs as of July 1, 2020 provided the subrecipient agreement has been executed.

10. **Procurement**
The Grantee and Subrecipient must comply with the CDBG procurement requirements.

11. **In-Kind Costs**
The Grantee must track and report on in-kind costs supporting grant oversight and administration.

EXHIBIT A

PROJECT B

MARYLAND CDBG CV ROUND 1 PROJECT SCOPE OF SERVICES
as more fully described in Grantee's application for CDBG funds submitted June 12, 2020.

GRANTEE:	COUNTY COMMISSIONERS OF KENT COUNTY
SUBRECIPIENT:	UPPER SHORE AGENCY, INC
PROJECT NAME AND LOCATION:	SENIOR FOOD PROGRAM Countywide, Kent County
PROJECT DESCRIPTION:	Funds will be used for a food delivery program for homebound senior citizens.
NATIONAL OBJECTIVE:	Benefit to Low and Moderate Income Persons – Limited Clientele
ESTIMATED NUMBER BENEFICIARIES:	28 Persons
NUMBER LMI BENEFICIARIES:	28 Persons
% OF LMI BENEFICIARIES:	100%

SPECIAL TERMS AND CONDITIONS:

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

1. **National Objective Records - LMI - Limited Clientele:**
While senior citizens are presumed to be low income, the Grantee is to collect information on clients. For each person who receives services or assistance, provide information on race, ethnicity, and gender. Additional information may be requested in the Semi-Annual report provided to the Grantee for this specific grant. All records must be in a form and contain documentation, information or data satisfactory to DHCD.

2. **Recordkeeping**
The Grantee is required to maintain hard copy (not digital) files until the grant has been monitored and a close out letter has been issued by DHCD.

3. **Duplication of Benefits**
The Grantee is to ensure that there is no duplication of benefits and that funds for this project are in addition to other available funds.

4. **Procurement**
The Grantee and Subrecipient must comply with the CDBG procurement requirements.

MARYLAND COMMUNITY DEVELOPMENT BLOCK GRANT PROJECT BUDGET

PROJECT	CDBG FUNDS	OTHER FUNDS	TOTAL COSTS	SOURCE OF OTHER FUNDS
A. Emergency Rental Assistance	$84,146.39	$124,730	$208,876.39	MRDC
B. Senior Food Program	$50,000	$3,000	$53,000	Upper Shore Aging, Inc.
TOTAL GRANT COSTS	$134,146.39	$127,730	$261,876.39	

EXHIBIT C

MARYLAND CDBG PROJECT IMPLEMENTATION SCHEDULE

Grant Approval Date:	July 1, 2020
Implementation of Activities:	On-going until completed
180 Day Expenditure Deadline:	A minimum of 25% of grant funds must be expended by December 27, 2020
365 Day Expenditure Deadline:	A minimum of 50% of grant funds must be expended by June 30, 2021
Grant End Date:	July 31, 2022

EXHIBIT D

CDBG GRANT REPORTING SCHEDULE AND MONITORING DOCUMENTATION REQUIREMENTS

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

TYPE OF REPORT	DUE DATE
Quarterly Status Report	Due January 5, April 5, July 5 and October 5 for the preceding three months
Annual Single Audit Report	To Program Director within 9 months of the end of the grantee's fiscal year if applicable
Final Progress Report	To Project Manager when notified to complete

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

Citizen Participation Plan
Residential Anti-Displacement and Relocation Assistance Plan
Conflict of Interest Policy
Personnel Policies
Fair Housing and Equal Opportunity Plan
Section 3 Plan
Minority Business Plan
Section 504 Self Evaluation

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

EXHIBIT E

GENERAL CERTIFICATION

The Grantee certifies and agrees that:

(1) The grant will be administered in accordance with the CDBG Citizen Participation Plan which was adopted by the elected officials of the jurisdiction prior to submission of an application for funding.

(2) Its chief executive officer or other officer of applicant approved by the Department of Housing and Community Development:

(a) Consents to assume the status of a responsible Federal official under the National Environmental Policy Act of 1969 (NEPA) and other provisions of Federal law, as specified at 24 CFR 58.1, which further the purposes of NEPA insofar as the provisions of such Federal law apply to the Maryland Community Development Block Grant Program; and

(b) Is authorized and consents on behalf of the applicant and himself/herself to accept the jurisdiction of the Federal courts for the purpose of enforcement of his/her responsibilities as such an official.

(3) It will comply with the regulations, policies, guidelines and requirements found in 2 CFR Part 200, Uniform Administrative Requirements, Cost Principals and Audit Requirements for Federal Awards, as they relate to the application, acceptance, and use of Federal funds under this Part.

(4) It will comply with:

(a) Section 110 of the Housing and Community Development Act of 1974, as amended, 24 CFR 570.603, and State regulations regarding the administration and enforcement of labor standards;

(b) The provisions of the Davis-Bacon Act (40 U.S.C. 276a) with respect to prevailing wage rates (except for projects for the rehabilitation of residential properties of fewer than eight units);

(c) Contract Work Hours and Safety Standards Act of 1962, 40 U.S.C. 327-333, requiring that mechanics and laborers (including watchmen and guards) employed on federally assisted contracts be paid wages of not less than one and one-half times their basic wage rates for all hours worked in excess of eight in a calendar day or forty in a work-week, whichever is greater; and

(d) Federal Fair Labor Standards Act of 1938, 29 U.S.C. 201 et seq, requiring that covered employees be paid at least the minimum prescribed wage, and also that they be paid one and one-half times their basic wage rate for all hours worked in excess of the prescribed work-week.

(5) Assessment Provision

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

(ii) for purposes of assessing any amount against properties owned and occupied by persons of low an moderate income who are not persons of very low income, the grantee certifies to the Secretary or such State, as the case may be, that it lacks sufficient funds received from CDBG Program to comply with the requirements of clause (i).

(6) It will comply with all requirements imposed by the State concerning special requirements of law, program requirements, and other administrative requirements approved in accordance with 2 CFR Part 200,

(7) It will require every building or facility (other than a privately owned residential structure) designed, constructed, or altered with funds provided under this Part to comply with the Requirements of the Americans With Disabilities Act. The applicant will be responsible for conducting inspections to insure compliance with these specifications by the contractor.

(8) It will comply with the following fair housing and equal opportunity regulations and requirements:

(a) Title VI of the Civil Rights Act of 1964 (Public Law 88-352), and the regulations issued pursuant thereto (24 CFR Part 1);

(b) Title VIII of the Civil Rights Act of 1968 (Public Law 90-284), as amended;

(c) Section 106 (d)(5)(B) of Title I of the Housing and Community Development Act of 1974, as amended;

(d) Executive Order 11259;

(e) Section 109 of Title 1 of the Housing and Community Development Act of 1974, and the regulations issued pursuant thereto (24 CFR Part 570.601);

(f) Executive Order 11063 on equal opportunity;

(g) Executive Order 11246, as amended by Executive Order 13672;

(h) The Fair Housing Amendment Act of 1988;

(i) The Housing for Older Persons Act of 1995;

(j) The Age Discrimination Act of 1975;

(k) Section 504 of the Rehabilitation Act of 1973;

(l) The Americans with Disabilities Act of 1990;

(m) The Equal Employment Opportunity Act;

(n) The Immigration Reform and Control Act of 1986; and

(0) The Vietnam Era Veteran's Readjustment Act of 1974 (revised Jobs for Veterans Act of 2002);

(9) It will comply with Section 3 of the Housing and Urban Development Act of 1968, as amended, for projects with contracts for work in excess of $100,000, to the greatest extent feasible, provide opportunities for training and employment to lower income residents of the county or award contracts to eligible business concerns which are located in, or owned in substantial part by, persons residing within the county of the grantee.

(10) It will minimize displacement of persons and provide for services and benefits to any person or business involuntarily and permanently displaced as a result of activities associated with program funds as outlined in

the CDBG Residential Anti-Displacement and Relocation Assistance Plan which was adopted by the elected officials of the jurisdiction prior to submission of the application.

(11) It will, in the event that displacement occurs as a part of a CDBG funded project, comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and HUD implementing instructions at 24 CFR Part 42.

(12) It will establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business or other ties.

(13) It will comply with the provisions of the Hatch Act of 1939 which limits the political activity of employees.

(14) It will give State, HUD and the Comptroller General through any authorized representatives access to and the right to examine all records, books, paper, or documents related to the grant.

(15) It will insure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the program are not listed on the Environmental Protection Agency (EPA) list of Violating Facilities and that it will notify the State of the receipt of any communications from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.

(16) It will comply with the flood insurance purchase requirements of the Flood Disaster Protection Act of 1973, where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any areas, that has been identified by the Federal Emergency Management Agency as being in a floodplain or in an area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.

(17) It will in connection with its performance of environmental assessments under the National Environmental Policy Act of 1969, comply with Section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. 470), Executive Order 11593, and the Preservation of Archeological and Historical Data Act of 1974 (16 U.S.C. 469-1, et seq.).

(18) It will comply with:

(a) The National Environmental Policy Act of 1969 (42 U.S.C. Section 4321 et seq.) and 24 CFR Part 58;

(b) Executive Order 11988, Floodplain Management;

(c) Executive Order 11990, Protection of Wetlands;

(d) The Endangered Species Act of 1973, as amended, (16 U.S.C. Section 1531 et seq.);

(e) The Fish and Wildlife Coordination Act of 1958, as amended, (16 U.S.C. Section 661 et seq.);

(f) The Wild and Scenic Rivers Act of 1968, as amended, (16 U.S.C. Section 1271);

(g) The Safe Drinking Water Act of 1974, as amended, (42 U.S.C. Section 300(f) et seq.);

(h) The Clean Air Act of 1970, as amended, (42 U.S.C. Section 7401 et seq.);

(i) The Federal Water Pollution Control Act of 1972, as amended, (33 U.S.C. Section 1251 et seq.);

(j) The Clean Water Act of 1977, (Public Law 95-217); and

k) The Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. Section 6901 et seq.).

(19) It will comply with the Residential Lead-Based Paint Hazard Reduction Act of 1992, as amended (Title X of the Housing and Community Development Act of 1992) and the EPA's Lead-Based Paint Renovation, Repair and Painting Rule when rehabilitating houses or buildings for residential use.

(20) It will comply with all parts of Title I of the Housing and Community Development Act of 1974, as amended, which have not been cited previously as well as with other applicable laws.

EXHIBIT E-1

RESTRICTIONS ON THE AWARD OF CERTAIN CONTRACTS AND SUBCONTRACTS TO FOREIGN COUNTRIES

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

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

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

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

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

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

(a) Definitions.

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

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

(1) If 50 percent or more of the contractor or subcontractor is owned by a citizen or a national of the foreign country;

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

(3) If 50 percent or more of the voting power in the contractor or subcontractor is vested in or exercisable on behalf of a citizen or national of the foreign country;

(4) In the case of a partnership, if any general partner is a citizen of the foreign country;

(5) In the case of a corporation, if its president or other chief executive officer or the chairman of its board of directors is a citizen of the foreign country or the majority of any number of its directors necessary to constitute a quorum are citizens of the foreign country or the corporation is organized under the laws of the foreign country or any subdivision, territory, or possession thereof; or

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

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

(b) Certification. Except as provided in paragraph (c) of this provision, by submission of its bid or proposal, the offeror certifies that it:

(1) Is not a contractor of a foreign country included on the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR) (see paragraph (h) of this provision);

(2) Has not or will not enter into any subcontract with a subcontractor of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR; and

(3) Will not provide any product of a country included on the list of foreign countries that discriminate against U.S. firms published by the USTR.

(c) Inability to certify. An offeror unable to certify in accordance with paragraph (b) of this provision shall submit with its offer a written explanation fully describing the reasons for its inability to make the certification.

(d) Applicability of 18 U.S.C. 1001. The certification in paragraph (b) of this provision concerns a matter within the jurisdiction of an agency of the United States, and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, U.S.C. 1001.

(e) Notice. The offeror shall provide immediate written notice to the Contracting Officer if, at any time before the contract award, the offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(f) Restrictions on contract award. Unless a waiver to these restrictions is granted by the Secretary of Housing and Urban Development, no contract will be awarded to a offeror:

(1) Who is owned or controlled by a citizen or national of a foreign country included on the list of foreign countries that discriminate against U.S. firms published by the USTR;

(2) Whose subcontractors are owned or controlled by citizens or nationals of a foreign country on the USTR list; or

(3) Who incorporates any product of a foreign country on the USTR list in the public works project.

(g) Recordkeeping. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (b) of this provision. The knowledge and information of an offer or is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(h) USTR list. The USTR published an initial list in the Federal Register on December 30, 1987 (53 FR 49244), which identified one country - Japan. The USTR can add countries to the list, and remove countries from it, in accordance with Section 109(c) of Publication L. 100-202."

6. The Grantee shall include the following provisions in any contract for the construction, alteration or repair of the Project:

(a) Definitions.

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

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

(1) If 50 percent or more of the contractor or subcontractor is owned by a citizen or a national of the foreign country;

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

(3) If 50 percent or more of the voting power in the contractor or subcontractor is vested in or exercisable on behalf of a citizen or national of the foreign country;

(4) In the case of a partnership, if any general partner is a citizen of the foreign country;

(5) In the case of a corporation, if its president or other chief executive officer or the chairman of its board of directors is a citizen of the foreign country or the majority of any number of its directors necessary to constitute a quorum are citizens of the foreign country or the corporation is organized under the laws of the foreign country or any subdivision, territory, or possession thereof; or

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

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

(b) Certification. The contractor may rely upon the certification of a prospective subcontractor that it is not a subcontractor of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR and that products supplied by such subcontractor for use on the Federal public works project under this contract are not products of a foreign country included on the list of foreign countries that discriminate against U.S. firms published by the USTR, unless such contractor has knowledge that the certification is erroneous.

(c) Subcontracts. The contractor shall incorporate this clause, modified only for the purpose of properly identifying the parties, in all subcontracts. This paragraph (c) shall also be incorporated in all subcontracts.

Exhibit E-2

FOR CDBG GRANTS IN EXCESS OF $100,000

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

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

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

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

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

EXHIBIT F

GRANT PAYMENT PROCEDURES

PART I. INTRODUCTION

1. PURPOSE - The Grant Payment procedures outlined herein are designed to expedite the transfer of Maryland Community Development Block Grant (CDBG) funds from the State of Maryland Department of Housing and Community Development (DHCD) to an approved grantee.

2. OUTLINE OF SYSTEM - The following is an outline of the procedures necessary to process a CDBG grant payment request under the State of Maryland's CDBG Program.

   a. The State of Maryland makes a determination that a local government will receive funds from the Maryland CDBG Program and announces the award. The Maryland CDBG Program in the Division of Neighborhood Revitalization of DHCD sends the local government two copies of the Grant Agreement, which includes Grant Payment Procedures (Exhibit F), Vendor Electronic Funds Transfer (EFT) Registration Request Form (Exhibit 1) and the Authorized Signatures Form (Exhibit 2).

   b. The grantee executes the Grant Agreement, which includes two sets of required grant payment procedures and forms. The grant agreement and all forms are returned to the Maryland CDBG Director, Division of Neighborhood Revitalization, DHCD, 7800 Harkins Place, Lanham, MD 20706. The grant agreement should be sent back immediately upon signing and the grant payment forms (Exhibits 1 & 2) must be signed and returned prior to first request for payment. *NOTE: The name of the grantee should appear as it is listed in the CDBG Grant Agreement on all forms and accounts.*

   c. The Maryland CDBG Program approves the completed forms and the grantee's account in the amount of its CDBG award is established in the State's STARS financial management system.

   d. The Maryland CDBG Program furnishes the grantee a copy of Request for Payment Form (Exhibit 3).

   e. Following the effective date of the Grant Agreement and the completion of the Environmental Review Record which results in the grantee receiving a completed Notice of Release of Funds Form (Exhibit 4), the grantee may request funds by completing the Request for Payment Form (Exhibit 3) and the Expenditure Tracking Form (Exhibit 3A) and submitting one original to the Maryland CDBG Program in order to meet the grantees' current cash disbursement needs.

   f. The Maryland CDBG Program will review grantee's Request for Payment. The review will:

      - verify authorized signatures;
      - verify mathematical computations;
      - for appropriate activities, verify that the environmental clearance has been obtained and the notification of release of funds issued;
      - verify that sufficient grant funds are available;
      - verify that request will not exceed amount budgeted for the appropriate project activity;
      - determine that other applicable special conditions have been met; and

- verify that the CDBG Project Manager assigned to the grantee has not put a hold on grant payments.

The Maryland CDBG Program then forwards approved Request for Payment to the Department's Finance Division which processes and submits to the Comptroller's Office for payment.

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

PART II. POLICY

1. The grantee will establish a separate, non-interest bearing depository account in a financial institution insured by FDIC or FSLIC if funds will requested from the State on an advance basis.

2. The grantee shall inform the State on the Request for Payment and Status of Funds Form (Exhibit 3) as to whether it is using an advance or reimbursement system. The system selected must be followed throughout grant implementation.

   ADVANCE SYSTEM - An advance is a payment made to a grantee upon its request before cash outlays are made by the grantee.

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

3. A grantee that invoices on a reimbursement basis exclusively may earn interest on its depository account.

4. Any interest earned on CDBG monies requested on an advance basis will be collected by the Maryland CDBG Program and returned to the U.S. Treasury.

5. Grant payments cannot be made for any project until the the Grant Agreement is executed by all parties and the CDBG Program has determined that all other possible conditions have been met.

6. The Request for Payment form (Exhibit 3) must be accurately completed or it will not be processed. If there are questions, please contact your CDBG Project Manager prior to request being made.

7. A request should be made allowing approximately thirty days to receive the CDBG grant funds. The payment will be electronically transferred by the Treasurer's Office following receipt and approval of a completed Request for Payment form (Exhibit 3) by the Maryland CDBG Program and DHCD Finance Division.

8. A grantee that submits a request for payment on an advanced basis may keep up to $5,000 on-hand. Additional requests should be in an amount to meet current disbursement needs (defined as the funds to be expended within five working days of receipt). If a CDBG check is deposited on Friday, checks totaling the entire amount must be written by close of business the following Friday. Grantee's that request payment on a reimbursement basis are not subject to the five working day rule. All grant funds must be expended from grantee's account by the grant end date and any funds remaining on-hand will be recaptured.

9. A grantee may request a grant payment from DHCD as often as needed. Except for the final payment, the minimum amount that may be requested is $5,000.

10. Any eligible project income, such as principal and interest payments from residential or commercial rehabilitation loan, deposited to the grantee's general CDBG account or to a subsidiary account for revolving loan purposes must, to the extent feasible, be disbursed by the grantee prior to a request for additional funds.

PART III. GRANTEE REQUIREMENTS

1. DESIGNATION OF DEPOSITORY - State of Maryland funds will be electronically transferred directly to the depository designated and authorized by the grantee for credit to the grantee's bank account. The grantee shall complete Vendor Electronic Funds Transfer (EFT) Registration Request Form (Exhibit 1) and the Authorized Signatures Form (Exhibit 2).

   After the forms are completed by the grantee, send two originals to the Maryland CDBG Program, Division of Neighborhood Revitalization, Department of Housing and Community Development, 7800 Harkins Road, Lanham, MD 20706. The grantee shall retain a copy for your file. The Grantee shall execute a new Vendor Electronic Funds Transfer (EFT) Registration Request Form (Exhibit 1) whenever changes in the depository are made.

2. AUTHORIZED SIGNATURE FORM – The form for Authorized Signatures for Request for Payment on CDBG Account (Exhibit 2) must contain signatures identical to the typed names of the four individuals authorized by the grantee to co-sign the Request for Payment. The written and typed names must be identical on each form. The grantee shall submit the original forms to the Maryland CDBG Program at the address listed above and retain one set for local files. The person certifying the authorized signatures can not be listed as an authorized signature.

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

3. REQUEST FOR PAYMENT FORM - The grantee shall execute one original of Request for Payment Form (Exhibit 3) each time it is determined that funds are required to meet current disbursement needs or to reimburse the grantee's advance of funds from another source.

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

4. EXPENDITURE FORM – The Grantee is required to submit form Exhibit 3A - Expenditure Tracking Form when they submit each Request for Payment Form. This form is required at this stage rather than actual copies of bills to identify the specific expenses to be paid with the CDBG funds.

5. EXPENDITURE TRACKING FORM – LOCAL USE – The grantee is required to use and maintain form Exhibit 3B – Expenditure Tracking Form – Local Use. The purpose of this form when completed will assist the State in monitoring the grant and to assist the grantee with tracking expenditures.

EXHIBIT 1

MARYLAND COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

Comptroller of Maryland

Vendor Electronic Funds Transfer (EFT) Registration Request Form

Please Type or Print

Grantee Information
(Grantee must use legal name as listed in CDBG Grant Agreement)

Name of Project: MD CDBG CV Round 1: Emergency Rental Assistance and Senior Food Program
Project #: CV-1-7
Date: July 21, 2020
Grantee Identification Information (Address to be used in case of default to check):
Grantee Name: County Commissioners of Kent County
Address: R. Clayton Mitchel, Jr. Kent County Government Center
400 High Street
City: Chestertown State: MD Zip: 21620
Taxpayer Federal Employer Identification Number: 52-6000974
Contact information: name, title, email and phone number including area code:
William Mackey, Planning Director, wmackey@ kentgov.org, 410-778-7475

Depository Bank or Credit Union Information

Name: Chesapeake Bank & Trust Co.
Contact Name: Patricia Merritt Phone number: 410-778-7478
ABA (routing) number: 052102228
Account Number: 013 651701
Account Type: ☒ Checking ☐ Saving
Format Desired, Check one:
☐ CCD+ (gives Standard description line: "State of Maryland")
☐ CTX* (multiple detail lines) ☐ EDI* (full detail)
* Note- There may be a charge to you by your bank with this format. You must contact your bank to receive this format.
Signature/Title of Bank Official: Patricia Merritt Date: 07-21-2020

I am authorized by * County Commissioners of Kent County (print name of Grantee) to make the representations contained in this paragraph. Grantee authorizes the Comptroller and the Treasurer of Maryland to register it for electronic funds transfer (EFT) using the information contained in this registration form. Grantee agrees to receive all funds from the State of Maryland by electronic funds transfer according to the terms of the EFT program. Grantee agrees to return to the State of Maryland any EFT payment incorrectly disbursed by the State of Maryland to the Grantee's account. Grantee agrees to hold harmless the State of Maryland and its agencies and departments for any delays or errors caused by inaccurate or outdated registration information or by the financial institution listed above.

*Name of Grantee P. Thomas Mason

Signature and title of chief elected official, controller or chief financial officer and date. **8/2013**

EXHIBIT 2

MARYLAND COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
AUTHORIZED SIGNATURES FOR CDBG REQUESTS FOR PAYMENT

1. Name and Address of Grantee: County Commissioners of Kent County
R. Clayton Mitchell, Jr. Kent County Government Center
400 High Street
Chestertown MD 21620

2. Grant Agreement Number: CV-1-7

3. The individuals named below are authorized to sign Requests for Payment:

TYPE NAME	TITLE	SIGNATURE EXACTLY AS IT APPEARS IN TYPED FORM
Shelley L. Heller	County Administrator	
Patricia Merrit	Finance Director	
Rosemary Granillo	LMB Director	
William Mackey	Planning Director	

4. Certification

I certify that the signatures above are of the individuals authorized to sign Requests for Payment for CDBG funds on behalf of the identified grantee. I further understand that, as the person certifying, I am not eligible to sign Requests for Payment.

7/21/20	President	P. Thomas Mason
Date	**Title**	**Signature**

Revised 8/19

EXHIBIT 3

MARYLAND COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
REQUEST FOR PAYMENT

SECTION I: REQUEST FOR PAYMENT

GRANT AGREEMENT NUMBER	PAYMENT SYSTEM	REQUEST NUMBER	AMOUNT REQUESTED
CV-1-	☐ ADVANCE ☐ REIMBURSMENT		

GRANTEE NAME AND ADDRESS	NAME & TELEPHONE NUMBER OF GRANTEE CONTACT PERSON	FEDERAL ID NUMBER

DEPOSITORY BANK AND ACCOUNT NUMBER

SECTION II: USE OF FUNDS (CDBG FUNDS ONLY)

BUDGET ACTIVITY LINE	TOTAL CDBG BUDGET AMOUNT(S)	REQUESTED AMOUNT

SECTION III: CERTIFICATION BY GRANTEE

We certify that this request in accordance with the terms and conditions of the grant agreement with the Maryland Department of Housing and Community Development and the amount requested accurately reflects the expenses, as reported on this request, and that the amount is supported by documentation in our files.

AUTHORIZED SIGNATURE	TITLE	DATE
AUTHORIZED SIGNATURE	TITLE	DATE

SECTION IV: STATE USE

DATE RECEIVED	AMOUNT APPROVED	PAYMENT REVIEWED BY	PAYMENT APPROVED BY	APPROPRIATION CODE

EXHIBIT 3A

MARYLAND COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

EXPENDITURE TRACKING FORM

Grant #: _____

Payment Request #:_____ Amount Requested:_____

For this payment request, please identify the specific expenses to be paid with the CDBG funds. Please attach copy of form to your payment request and retain copy in your grant financial files.

Amount Requested	Activity Line Item #	Specific Use	To Be Paid To: (Identify Specific Vendors)

STATUS OF FUNDS (CDBG FUNDS ONLY)

Total Grant Payment Received to Date $_____

Total Disbursements to Date $_____

EXHIBIT 3B

MARYLAND COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

EXPENDITURE TRACKING FORM – LOCAL USE

Grant #: _____

Please complete and retain this form in your CDBG Financial Files. It is for tracking CDBG grant funds only. The completed form will assist the State with grant monitoring.

Payment Request #	Date of Request	Amount Requested	Date Payment Received

Matching Funds

Please identify the final totals of other funds used to match the CDBG funds. Attach another sheet if necessary. Please identify In-Kind Costs on page 2.

Amount	Source of Funds

In-Kind Costs

Please calculate all in-kind costs related to this project that used match to the CDBG funds. For staff costs, please indicate the person and the number of hours in addition to the costs.

Amount	Specific Use/Hours	Source/Staff Person

EXHIBIT G

FEDERAL AWARD INFORMATION

(i)	Community Development Block Grant – COVID – Round 1	
(ii)	Name of Federal Awarding Agency	U.S. Department of Housing and Urban Development
(iii)	Catalog of Federal Assistance Number	14.228
(iv)	Federal Program Year	2020
(v)	Start Date of Federal Program Year for Program	July 1, 2020
(vi)	Total Amount of Federal Award for Program Year	$4,691,887
(vii)	Federal Award Identification Number (FAIN)	*
(viii)	DHCD Unique Entity Identifier	028492598
(ix)	Grantee Name	County Commissioners of Kent County
(x)	Grantee Unique Entity Identifier/DUNS Number	086131901
(xi)	Grantee Federal Identification Number	52-6000974
(xii)	Date of Award to Grantee	July 1, 2020
(xiii)	Amount of Federal Fiscal Year 2020 Funds Obligated/Committed by this Agreement to the Grantee by DHCD	$134,246.39$
(xiv)	Total Amount of Federal Fiscal Year 2020 Funds Obligated/Committed to the Grantee by DHCD to date (Including the current Obligation) for Federal Fiscal Year	$134,246.39

*Federal Grant Number not available at time grant agreement was prepared

AMENDMENT TO
MARYLAND COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
COVID-ROUND 1
GRANT AGREEMENT

This amendment (the "Amendment"), by and between the Maryland Department of Housing and Community Development, a principal department of the State of Maryland ("**DHCD**"), and the **COUNTY COMMISSIONERS OF KENT COUNTY**, a political subdivision of the State of Maryland (the "Grantee") is entered into as of the date it is executed by DHCD (the "Effective Date").

WHEREAS, DHCD and the Grantee have entered into Maryland Community Development Block Grant Program Grant Agreement Number CV-1-7 for a grant amount not to exceed $134,246.39 (the "Agreement"); and

WHEREAS, the parties desire to amend the Agreement as set forth herein.

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

Except as modified by this Amendment and any updated exhibits referenced herein, all of the other terms and provisions of the Agreement and the exhibits thereto shall remain in full force and effect and are hereby ratified and confirmed by DHCD and Grantee.

(1)(a) Section 19 is deleted in its entirety and replaced with the following:

> Effective Date of Agreement. Two original copies of this Agreement shall be presented to Grantee for acceptance and execution. After execution by Grantee, they will be executed and dated by DHCD. The Effective Date of this Agreement is August 31, 2020, regardless of the date of execution by the parties.

(1)(b) The Project Scope of Services and Special Terms and Conditions ("Scope of Services") as set forth on Exhibit A shall be deleted in its entirety and replaced with the updated Scope of Services set forth on Exhibit A-1, which is attached to this Amendment. If a National Objective (the "Amended National Objective") is identified in Exhibit A-1 that differs from the National Objective set forth in Section 1 of the Agreement (the "Original National Objective"), the Amended National Objective shall replace the Original National Objective and any references to National Objective in the Agreement shall be considered a reference to the Amended National Objective. Any inconsistencies between the Agreement and this Amendment with respect to the Scope of Services or the National Objective shall be resolved as set forth in Exhibit A-1.

(2) The Grant Budget set forth on Exhibit B shall be deleted in its entirety and replaced with the updated Grant Budget set forth on Exhibit B-1, which is attached to this Amendment. Any inconsistencies between the Agreement and this Amendment with respect to the

Grant Budget shall be resolved as set forth in Exhibit B-1.

(3) Section 4(b) is deleted in its entirety and replaced with the following:

b. Grantee must expend at least 50% of the amount of the CDBG Grant on or before October 1, 2022.

(4) Section 6(b) is deleted in its entirety and replaced with the following:

b. Grantee must expend the entire amount of the CDBG Grant on or before June 30, 2023 (the "Grant Period") in accordance with the Grant Implementation Schedule set forth in Exhibit C-1.

(5) The Grant Implementation Schedule set forth in Exhibit C shall be deleted in its entirety and replaced with the updated Grant Implementation Schedule set forth in Exhibit C-1, which is attached to this Amendment. Any inconsistencies between the Agreement and this Amendment with respect to the Grant Implementation Schedule shall be resolved as set forth in Exhibit C-1.

(6) Section 7 is deleted in its entirety and replaced with the following:

7. Progress of the Project.

a. DHCD shall evaluate Grantee's progress towards expending the CDBG Grant funds as of December 31, 2022 (the "Evaluation Date"). If DHCD determines, in its sole discretion, that Grantee's progress as of the Evaluation Date is not proceeding in a satisfactory manner, DHCD may terminate this Agreement or reduce the amount of the CDBG Grant funds allocated to Grantee in accordance with Section 10.

b. Notwithstanding the foregoing, DHCD may evaluate the Grantee at any time during the term of this Agreement to determine whether the Project is progressing in a manner satisfactory to DHCD. If DHCD determines that the Project is not proceeding in a satisfactory manner, or that the Grantee has violated a provision of this Agreement, prior to declaring a default or reducing the amount of the CDBG Grant funds allocated to Grantee, DHCD may require the Grantee and/or any Subrecipient to accept technical assistance DHCD determines is necessary for the Project(s) to proceed in a manner acceptable to DHCD.

(7) Section 10(b) is deleted in its entirety and replaced with the following:

b. Upon the occurrence of any default, DHCD shall have the right to terminate this Agreement by written notice to the Grantee or, in the event of a default due to CDBG Grant funds that were not expended in accordance with this Agreement, DHCD shall have the right to reduce the amount of the CDBG Grant by subtracting the amount that has not been expended in accordance with this

Agreement from the CDBG Grant funds allocated to Grantee. Other than as set forth in Section 10(d), Grantee shall have 30 days from the date DHCD's notice was postmarked to cure the default. After the conclusion of this 30-day period, if Grantee has not cured or commenced curing the default to the satisfaction of DHCD, DHCD may at its option immediately terminate this Agreement or reduce the amount of the CDBG Grant funds allocated to Grantee. In the event of such termination or reduction in CDBG Grant funds by DHCD:

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

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

[Continued on following page]

(8) The following language is added as a new Section 10(d):

d. Notwithstanding the foregoing, the 30-day period to cure a default set forth in Section 10(b) does not apply if (i) the default concerns Grantee's failure to expend the CDBG Grant in accordance with Sections 4(b) or 6(b); or (ii) DHCD determines, in its sole discretion, that Grantee has not made satisfactory progress toward expending the CDBG Grant as of the Evaluation Date or that the Project is not progressing in a manner satisfactory to DHCD

(9) Except as set forth in this Amendment and any updated exhibits referenced herein, the provisions of the Agreement and the exhibits thereto shall remain in full force and effect.

(10) Capitalized terms not defined herein shall have the meaning set forth in the Agreement.

WITNESS our hands and seals, all as of the Effective Date.

COUNTY COMMISSIONERS OF KENT CO. SEAL ADOPTED MAY 18, 1880 MARYLAND

WITNESS:

Lacey I. Cox

COUNTY COMMISSIONERS OF KENT COUNTY

By: P. Thomas Mason (SEAL)
P. Thomas Mason
President

WITNESS:

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

_____

By: _____ (SEAL)
Kenneth C. Holt
Secretary

EFFECTIVE DATE: _____

Approved for form and legal sufficiency this ___ day of _____, 2021.

_____
Assistant Attorney General

EXHIBIT A-1

PROJECT A

MARYLAND CDBG CV ROUND 1 PROJECT SCOPE OF SERVICES
as more fully described in Grantee's application for CDBG funds submitted June 12, 2020.

GRANTEE:	COUNTY COMMISSIONERS OF KENT COUNTY
SUBRECIPIENT:	MARYLAND RURAL DEVELOPMENT CORPORATION
PROJECT NAME AND LOCATION:	EMERGENCY RENTAL ASSISTANCE - STAFFING Countywide, Kent County
PROJECT DESCRIPTION:	Funds will be used to pay for staff to assist low and moderate income households with emergency rental assistance needs as a result of the COVID 19 crisis.
NATIONAL OBJECTIVE:	Benefit to Low and Moderate Income Persons – Limited Clientele
ESTIMATED NUMBER BENEFICIARIES:	123 Households
NUMBER LMI BENEFICIARIES:	123 Households
% OF LMI BENEFICIARIES:	100%

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

1. **National Objective Records - LMI - Limited Clientele :**
The grantee is to document the total amount of household income of each assisted household using the amended PART 5 income calculation process. The grantee is to document and provide data showing race, ethnicity and gender of the head of household. All records must be in a form

and contain documentation, information or data satisfactory to DHCD.

2. **Audit**
The Grantee shall obtain the services of an independent, certified public accountant to perform an organizational-wide Single Audit of the Grantee in accordance with the *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* found in 2 CFR Part 200 (the "Audit"). Copies of the Audit are due to the DEPARTMENT and to the CDBG PROGRAM DIRECTOR within 9 months after the end of the Grantee's fiscal year. This applies to both projects under this Agreement.

3. **Environmental Review**
The Grantee submitted required environmental review forms with the application. There are no additional requirements. This applies to both projects under this Agreement.

4. **Recordkeeping**
The Grantee is required to maintain hard copy (not digital) files until the grant has been monitored and a close out letter has been issued by DHCD.

5. **Required Second Public Hearing**
Grantees are to conduct a second public hearing which must take place in conjunction with a regularly scheduled meeting of the elected public officials. The second hearing should provide a review of program performance and status of grant activities. It must be held prior to the grant end date. The notice of the hearing must be published in a local newspaper at least five (5) days prior to the hearing. This applies to both projects under this Agreement.

6. **Required Plans**
The Grantee must ensure that all required plans have been adopted or updated and maintained throughout the life of the grant. This applies to both projects under this Agreement.

7. **Subrecipient Agreement**
The Grantee and Subrecipient must execute a Subrecipient Agreement prior to the commencement of activities. It must include all projects awarded under this grant. Please provide a copy of the executed agreement to your CDBG Project Manager.

8. **Duplication of Benefits**
The Grantee is to ensure that there is no duplication of benefits and that funds for this project are in addition to other available funds.

9. **Approval to Pre-Incur Costs**
The Grantee may begin to incur costs as of July 1, 2020 provided the subrecipient agreement has been executed.

10. **In-Kind Costs**
The Grantee must track and report on in-kind costs supporting grant oversight and administration.

EXHIBIT A-1

PROJECT B

MARYLAND CDBG CV ROUND 1 PROJECT SCOPE OF SERVICES
as more fully described in Grantee's application for CDBG funds submitted June 12, 2020.

GRANTEE:	COUNTY COMMISSIONERS OF KENT COUNTY
SUBRECIPIENT:	UPPER SHORE AGENCY, INC
PROJECT NAME AND LOCATION:	SENIOR FOOD PROGRAM Countywide, Kent County
PROJECT DESCRIPTION:	Funds will be used for a food delivery program for homebound senior citizens.
NATIONAL OBJECTIVE:	Benefit to Low and Moderate Income Persons – Limited Clientele
ESTIMATED NUMBER BENEFICIARIES:	28 Persons
NUMBER LMI BENEFICIARIES:	28 Persons
% OF LMI BENEFICIARIES:	100%

SPECIAL TERMS AND CONDITIONS:

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

1. **National Objective Records - LMI - Limited Clientele:**
While senior citizens are presumed to be low income, the Grantee is to collect information on

clients. For each person who receives services or assistance, provide information on race, ethnicity, and gender. Additional information may be requested in the Semi-Annual report provided to the Grantee for this specific grant. All records must be in a form and contain documentation, information or data satisfactory to DHCD.

2. **Recordkeeping**
The Grantee is required to maintain hard copy (not digital) files until the grant has been monitored and a close out letter has been issued by DHCD.

3. **Duplication of Benefits**
The Grantee is to ensure that there is no duplication of benefits and that funds for this project are in addition to other available funds.

4. **Procurement**
The Grantee and Subrecipient must comply with the CDBG procurement requirements.

EXHIBIT A-1

PROJECT C

MARYLAND CDBG CV ROUND 1 PROJECT SCOPE OF SERVICES
as more fully described in Grantee's application for CDBG funds submitted June 12, 2020.

GRANTEE:	COUNTY COMMISSIONERS OF KENT COUNTY
PROJECT NAME AND LOCATION:	LEGAL SERVICES Countywide, Kent County
PROJECT DESCRIPTION:	Funds will be used for legal services related to housing for households impacted as a result of the COVID 19.
NATIONAL OBJECTIVE:	Benefit to Low and Moderate Income Persons - Limited Clientele
ESTIMATED NUMBER BENEFICIARIES:	123 Households
NUMBER LMI BENEFICIARIES:	123 Households
% OF LMI BENEFICIARIES:	100%

SPECIAL TERMS AND CONDITIONS:

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

1. **National Objective Records - LMI - Limited Clientele:**
   Assisted households must be at or below 80% of the area median income as determined by HUD.
   - For households referred from the grant subrecipient's emergency rental assistance program, the grantee is to document the total amount of household income of each assisted household using the amended PART 5 income calculation process.

- In the event, households are served without a referral from the subrecipient, participants must complete a self-certification form which provides the total amount of income for those living in the household.
- The Grantee is to document and provide data showing race, ethnicity, gender of the head of household and the number of household members.
- All records must be in a form and contain documentation, information or data satisfactory to DHCD.

2. **Recordkeeping**
The Grantee is required to maintain hard copy (not digital) files until the grant has been monitored and a close out letter has been issued by DHCD.

3. **Duplication of Benefits**
The Grantee is to ensure that there is no duplication of benefits and that funds for this project are in addition to other available funds.

4. **Procurement**
The Grantee and Subrecipient must comply with the CDBG procurement requirements.

5. **Sole Source Justification**
As the Grantee has already identified a qualified entity to provide these services, they must submit a letter with justification as to reasons why this should be approved as a sole source contract.

MARYLAND COMMUNITY DEVELOPMENT BLOCK GRANT PROJECT BUDGET

PROJECT	CDBG FUNDS	OTHER FUNDS	TOTAL COSTS	SOURCE OF OTHER FUNDS
A. Emergency Rental Assistance – Staffing	$75,240	$0	$75,240	
B. Senior Food Program	$50,000	$3,000	$53,000	Upper Shore Aging, Inc.
C. Legal Services	$5,006.39	$0	$5,006.39	
D. Project Administration – County	$4,000	$0	$4,000	
TOTAL GRANT COSTS	$134,246.39	$3,000	$137,246.39	

EXHIBIT C-1

MARYLAND CDBG PROJECT IMPLEMENTATION SCHEDULE

Grant Approval Date:	July 1, 2020
Implementation of Activities:	On-going until completed
180 Day Expenditure Deadline:	A minimum of 25% of grant funds must be expended by December 27, 2020
365 Day Expenditure Deadline:	A minimum of 50% of grant funds must be expended by June 30, 2021
Grant End Date:	July 31, 2022
50% Expenditure Deadline:	*A minimum of 50% of grant funds must be expended by October 1, 2022*
Progress Evaluation:	*Progress of the project will be evaluated on December 31, 2022*
Amended Grant End Date:	*June 31, 2023*

Attachment B

EXHIBIT B-1 **CV-1-7**

MARYLAND COMMUNITY DEVELOPMENT BLOCK GRANT PROJECT BUDGET

PROJECT	CDBG FUNDS	OTHER FUNDS	TOTAL COSTS	SOURCE OF OTHER FUNDS
A. Emergency Rental Assistance – Staffing	$75,240	$0	$75,240	
B. Senior Food Program	$50,000	$3,000	$53,000	Upper Shore Aging, Inc.
C. Legal Services	$5,006.39	$0	$5,006.39	
D. Project Administration – County	$4,000	$0	$4,000	
TOTAL GRANT COSTS	$134,246.39	$3,000	$137,246.39	

Attachment C

CV-1-7

EXHIBIT A-1

PROJECT A

MARYLAND CDBG CV ROUND 1 PROJECT SCOPE OF SERVICES
as more fully described in Grantee's application for CDBG funds submitted June 12, 2020.

GRANTEE:	COUNTY COMMISSIONERS OF KENT COUNTY
SUBRECIPIENT:	MARYLAND RURAL DEVELOPMENT CORPORATION
PROJECT NAME AND LOCATION:	EMERGENCY RENTAL ASSISTANCE - STAFFING Countywide, Kent County
PROJECT DESCRIPTION:	Funds will be used to pay for staff to assist low and moderate income households with emergency rental assistance needs as a result of the COVID 19 crisis.
NATIONAL OBJECTIVE:	Benefit to Low and Moderate Income Persons – Limited Clientele
ESTIMATED NUMBER BENEFICIARIES:	123 Households
NUMBER LMI BENEFICIARIES:	123 Households
% OF LMI BENEFICIARIES:	100%

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

1. **National Objective Records - LMI - Limited Clientele :**
The grantee is to document the total amount of household income of each assisted household using the amended PART 5 income calculation process. The grantee is to document and provide data showing race, ethnicity and gender of the head of household. All records must be in a form

and contain documentation, information or data satisfactory to DHCD.

2. **Audit**
The Grantee shall obtain the services of an independent, certified public accountant to perform an organizational-wide Single Audit of the Grantee in accordance with the *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* found in 2 CFR Part 200 (the "Audit"). Copies of the Audit are due to the DEPARTMENT and to the CDBG PROGRAM DIRECTOR within 9 months after the end of the Grantee's fiscal year. This applies to both projects under this Agreement.

3. **Environmental Review**
The Grantee submitted required environmental review forms with the application. There are no additional requirements. This applies to both projects under this Agreement.

4. **Recordkeeping**
The Grantee is required to maintain hard copy (not digital) files until the grant has been monitored and a close out letter has been issued by DHCD.

5. **Required Second Public Hearing**
Grantees are to conduct a second public hearing which must take place in conjunction with a regularly scheduled meeting of the elected public officials. The second hearing should provide a review of program performance and status of grant activities. It must be held prior to the grant end date. The notice of the hearing must be published in a local newspaper at least five (5) days prior to the hearing. This applies to both projects under this Agreement.

6. **Required Plans**
The Grantee must ensure that all required plans have been adopted or updated and maintained throughout the life of the grant. This applies to both projects under this Agreement.

7. **Subrecipient Agreement**
The Grantee and Subrecipient must execute a Subrecipient Agreement prior to the commencement of activities. It must include all projects awarded under this grant. Please provide a copy of the executed agreement to your CDBG Project Manager.

8. **Duplication of Benefits**
The Grantee is to ensure that there is no duplication of benefits and that funds for this project are in addition to other available funds.

9. **Approval to Pre-Incur Costs**
The Grantee may begin to incur costs as of July 1, 2020 provided the subrecipient agreement has been executed.

10. **In-Kind Costs**
The Grantee must track and report on in-kind costs supporting grant oversight and administration.

Bill Mackey, Director, Planning, Housing, and Zoning
9/7/2021
County Commissioners Meeting

Item Summary:
In July 2020, Kent County was approved for a federal grant to provide rental assistance in the amount of $84,246.39 via the Maryland Department of Housing and Community Development (DHCD) through the Community Development Block Grant (CDBG) program. In May 2021, the original Grantee Agreement was amended, so the CDBG funds could be utilized to support the distribution of Emergency Rental Assistance Program (ERAP) funds in the amount of $1,332,475 that were approved in 2021 for the County via DHCD.

As part of the process, the County will pass through $5,006.39 of CDBG funding to Mid Shore Pro Bono to provide legal services to clientele to avoid eviction. Mid Shore Pro Bono is strengthening the Emergency Rental Assistance Program by providing free legal advice to tenants, who would not otherwise have legal representation, during their failure to pay rent and or eviction proceedings. Mid Shore Pro Bono provides a lawyer to be present in court one-day-a-week, during landlord/tenant proceedings. If a tenant needs advice surrounding the legal nuances of the proceeding, Mid Shore Pro Bono is there to assist. MSPB has aided 19 Kent County tenants, since the courts re-opened in March 2021.

MSPB must agree to uphold the standards related to the CDBG program for the grant. The subrecipient document was provided by DHCD as part of the agreement signed with the County for use by the County with the subrecipient, in order to provide for requirements and obligations under the CDBG Program.

ATTACHMENTS:

Description

09.07.21 Maryland Community Development Block Grant, Subrecipient Agreement CV-1-7-MSPB, By and Between County Commissioners of Kent County and Mid Shore Pro Bono, Emergency Rental Assistance

Grant # CV-1-7

Maryland Community Development Block Grant

Subrecipient Agreement CV-1-7-MSPB

This Subrecipient Agreement dated this 7th day of September 2021 (the "Agreement"), is by and between County Commissioners of Kent County, a political subdivision of the State of Maryland (the "Recipient") and Mid Shore Pro Bono, a Maryland, a nonprofit corporation (the "Subrecipient") .

WHEREAS, the Recipient has entered into an agreement (the CDBG Grant Agreement") with the Department of Housing and Community Development, a principal department of the State of Maryland ("DHCD") for a grant in the amount of $84,246.39 the "CDBG Grant") under the Community Development Block Grant Program ("CDBG" or the "Program") a federal program under the United States Department of Housing and Urban Development ("HUD") which is administered by DHCD;

WHEREAS, $5,006.39 of the CDBG Grant is being subgranted by the Recipient to the Subrecipient for the purposes described herein;

WHEREAS, the Program is governed by Title I of the Housing and Community Development Act of 1974, an amended (the "Act") and Subpart I of the regulations of the United States Department of Housing and Urban Development which are set forth in 24 CFR 570 (the CDBG Regulations");

WHEREAS, the CDBG Regulations require, among other things, that where all or a portion of the CDBG Grant will be used by a Subrecipient, there must be a written agreement between a recipient and a Subrecipient regarding the use of such funds; and

WHEREAS, the parties hereto desire to set forth the terms and conditions for use of the proceeds of the CDBG Grant.

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

1. Incorporation of CDBG Grant Agreement. The Subrecipient has reviewed and understands the provisions of the CDBG Grant Agreement. The terms and conditions of the CDBG Grant Agreement and all Exhibits thereto, (collectively, the "CDBG Grant Agreement") a copy of which is attached hereto as Attachment A, are hereby incorporated into and made, a part of this Agreement. The Subrecipient agrees to assist the Recipient, to cooperate with the Recipient and to assume responsibility with the Recipient in fulfilling the terms and conditions of the CDBG Grant Agreement.

2. Purpose of Agreement. The purpose of this Agreement is to provide the Subrecipient with funds to carry out the activities described in Exhibit A of the CDBG Agreement (the " Subrecipient Project").

3. Funds Provided. In consideration of the various obligations to be performed by the Subrecipient pursuant to this Agreement, the Recipient agrees to provide Subrecipient with funds in an amount not to exceed $5,006.39 (the " Subrecipient Grant") subject to the terms and conditions set forth herein.

4. Schedule for Completion. The funded activities related to the Subrecipient Project shall be completed in accordance with the schedule attached marked as Exhibit C of the CDBG Grant Agreement (the "Schedule").

5. Expenditure of Funds.

(a) The proceeds of the Subrecipient Grant shall be expended in accordance with the Subrecipient Project budget marked as Exhibit B of the CDBG Grant Agreement hereto (the "Budget").

(b) The proceeds of the Subrecipient Grant may be used to reimburse the Subrecipient for costs incurred pursuant to the Budget for the activities described in Exhibit A of the CDBG Grant Agreement.

(c) The Recipient, in its discretion, may advance all or a portion of the Subrecipient Grant in the amounts set forth in the Budget to pay for the activities described in Exhibit A of the CDBG Grant Agreement in accordance with CDBG Payment Procedures.

6. Compliance with Federal Regulations.

(a) The Subrecipient shall undertake the Subrecipient Project in accordance with the Act and the CDBG Regulations.

(b) The Subrecipient shall comply with all of the applicable federal laws, regulations, circulars, and guidelines related to the Program which are set forth in the CDBG Grant Agreement.

7. Disbursement of Subrecipient Grant.

(a) Disbursement of funds under the Subrecipient Grant shall be in the amounts in the Budget and shall be made only for costs which have been determined by the Recipient to have been properly incurred by the Subrecipient.

(b) Requests for disbursements shall be made in the following manner:

Disbursement of $5,006.39 shall be in the form of a single advance payment. Mid Shore Pro Bono will track expenditures as spent down.

8. Records and Reports.

(a) The Subrecipient shall maintain the records related to the Subrecipient Project set forth in the CDBG Grant Agreement attached hereto and made a part hereof in a manner satisfactory to the Recipient.

(b) The Subrecipient shall produce the reports or provide information for reports set forth in the CDBG Grant Agreement on the dates and which contain the information indicated.

(c) The Subrecipient shall provide copies of all records related to the Subrecipient Project to the Recipient.

9. Term of Agreement. Unless terminated earlier pursuant to this Agreement or upon the mutual agreement of the parties with the consent of DHCD, this Agreement shall remain in full force and in effect until the Subrecipient Project has been completed to the satisfaction of the Recipient, DHCD, and HUD, all reports required by this Agreement, DHCD, or HUD have been submitted and approved, and all outstanding issues between the Recipient and the Subrecipient have been resolved in a manner satisfactory to the Recipient.

10. Default and Remedies.

(a) Any breach of any representation, warranty, covenant, condition, or provision of this Agreement, including failure of the Subrecipient to conduct and complete the activities associated with the Subrecipient Project in a manner satisfactory to the Recipient, shall constitute a default under this Agreement.

(b) The Recipient shall notify the Subrecipient, in writing, of a default under this Agreement. The Subrecipient shall have 15 days from the date of such notice to cure the default in a manner satisfactory to the Recipient. Upon the failure of the Subrecipient to cure the default in a manner satisfactory to the Recipient, the Recipient, in addition to the remedies set forth in the CDBG Grant Agreement, shall have the following remedies:

1) the Subrecipient, shall not be entitled to any undisbursed portions of the Subrecipient Grant;

2) the Recipient may, at its option, require the Subrecipient to repay all funds improperly expanded by the Subrecipient; and

3) the Recipient may take all other actions available to it at law or in equity.

11. Reversion of CDBG Assets. Upon termination of this Agreement, the Subrecipient shall:

(a) transfer to the Recipient all undisbursed Agreement Grant funds in the possession of the Subrecipient at the time of termination, including any accounts receivable attributable to the Subrecipient Grant; and

(b) comply with any special conditions related to the Subrecipient Project a set forth in the CDBG Grant Agreement hereto.

12. Inspections. The subrecipient shall permit the authorized representatives of the Recipient, DHCD, or HUD to inspect, at any reasonable time, the Project and all records related to the Project.

13. Third Party Beneficiaries. The Recipient and the Subrecipient hereby agree that all representations and warranties contained in this Agreement run to the benefit of DHCD, the State of Maryland (the "State") and HUD. The Recipient and the Subrecipient further agree and acknowledge that DHCD, the State, and HUD shall have the right to request documentation from time to time from the Recipient and/or the Subrecipient and shall be entitled to exercise all of the rights and remedies available to the Recipient against the Subrecipient.

14. No Waiver. No failure or delay by the Recipient to insist upon the strict performance of any term, condition, representation or warranty of this Agreement or to exercise any right, power or remedy shall constitute a waiver of any such term, condition, representation or warranty nor preclude the Recipient, DHCD, the State, or HUD from exercising any such right, power, or remedy at any later time.

15. Survival. All covenants, agreements, representations and warranties made in this Agreement and in any other documents delivered pursuant hereto shall survive closeout of the CDBG Grant and shall continue in full force and effect until the Recipient has complied with all terms and conditions related to the close out of the CDBG Grant Agreement between DHCD and the Recipient for the Project.

16. Notices. All reports, notices, consents or approvals required under this Agreement shall be in writing and shall be deemed to have boon given properly if and when mailed by first class certified mail, return receipt requested, postage prepaid, as follows:

If to Recipient: County Commissioners of Kent County
400 High Street; Chestertown MD 21620
Attention: Department of Planning, Housing, and Zoning

If to Subrecipient: Mid Shore Pro Bono
8 S. West Street; Easton MD 21601

or to such other address as the parties above shall have furnished to the other in writing.

17. Modification /Assignment. No portion of this Agreement may be changed, waived or modified except with the written consent of Recipient and by a written agreement executed by the parties hereto. This Agreement may not be assigned, in whole or in part, without the prior written consent of DHCD.

18. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Maryland.

19. Terms Binding. All of the terms, conditions, representations, warranties and covenants of this Agreement shall apply to and be binding upon and inure to the benefit of the Recipient, DHCD, and the State. This Agreement shall be binding upon Subrecipient and its successor[s].

20. Indemnification. The Subrecipient hereby releases the Recipient, DHCD, and the State from, agrees that the Recipient, DHCD, and the State shall have no liability for, and agrees to protect, indemnify and save harmless the Recipient, DHCD, and the State from and against any liability, suit, action, claim, demand, loss, expense or cost of any kind or nature, including attorneys, fees, incurred by or asserted or imposed against, the Recipient, DHCD, or the State as a result of or in connection with the Project. Any money expanded by the Recipient, DHCD, or the State as a result of such liabilities, suits, motions, claims, demands, losses, expenses or costs, together with interest at a rate not to exceed the maximum interest rate permitted by law and reasonable attorneys fees, shall be immediately and without notice due and payable by the Subrecipient to the party who has expanded such money.

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

22. Severability. The invalidity of any articles, section, subsection, paragraph, clause or provision of this Agreement shall not affect the validity of the remaining articles, sections, subsections, paragraphs, clauses or provisions hereof.

23. Authority. This Agreement has been duly executed and delivered by the Subrecipient and the Recipient, in such manner and form as to comply with all requirements necessary to make this Agreement the valid and legally binding and enforceable act and agreement of the Subrecipient and the Recipient.

WITNESS our hands and seals, all as of the data first written above.

WITNESS/ATTEST

County Commissioners of Kent County

P. Thomas Mason (SEAL)
Hon. P. Thomas Mason
President

WITNESS/ATTEST

Mid Shore Pro Bono

8/16/2021

Sandy Brown
Executive Director

Attachment A - CDBG Grant Agreement
Attachment B - CDBG Required Records and Reports
Attachment C - Special Terms and Conditions

Attachment A - Part 1

GRANT NO: CV-1-7

MARYLAND COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
COVID – ROUND 1
GRANT AGREEMENT

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

WHEREAS, the federal Department of Housing and Urban Development ("HUD") has authorized the State of Maryland (the "State") to distribute and administer supplemental federal Maryland Community Development Block Grant ("CDBG") funds received under the Coronavirus Aid Relief, and Economic Security Act signed into law on March 27, 2020, which is subject to the Housing and Community Development Act of 1974, as amended, for the purpose of preventing, preparing for and responding to coronavirus;

WHEREAS, the Maryland General Assembly has appropriated federal CDBG funds to DHCD in order to establish and administer the Maryland CDBG Program, which program is more fully described in the Substantial Amendment to the Consolidated Plan-Action Plan dated **SFY20/FFY19** (the "Consolidated Plan") issued by DHCD; and

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

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

1. Purpose of Agreement. The purpose of this Agreement is to provide the Grantee with funds which will enable the Grantee to carry out the Project(s), the approved scope of work for which is described in the attached Exhibit A. The Project activities are designed to satisfy the CDBG national objectives of **Benefit to Low and Moderate Income Persons – Limited Clientele** and **Benefit to Low and Moderate Income Persons - Housing** (the "National Objective").

2. Grant Funds Provided. In consideration of the various obligations to be undertaken by Grantee pursuant to this Agreement, DHCD agrees to provide Grantee with funds in an amount not to exceed **$134,246.39** (the "CDBG Grant") subject to the terms and conditions set forth in this Agreement and to the availability of federal funds.

3. Authorized Uses of Grant Funds. Grantee agrees to use the CDBG Grant funds only for the Project(s) activities within the Grantee's jurisdiction, described in Exhibit A.

4. Expenditure of Grant Funds.

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

b. Grantee must expend and request 25% of grant funds within 180 days of the award approval date. If Grantee fails to meet this requirement, DHCD shall have the right to evaluate performance and recapture funds from the CDBG grant.

c. Grantee must expend and request 50% of grant funds within 365 days of the award approval date. If Grantee fails to meet this requirement, DHCD shall have the right to evaluate performance and recapture funds from the CDBG grant.

d. If the application was submitted on behalf of eligible Subrecipients (as set forth in Exhibit A), the Grantee shall either distribute the CDBG funds to such Subrecipients to implement the Project(s) or the Grantee may implement the Project(s) on behalf of the Subrecipients.

e. Grantee may incur costs for the Project(s) to be charged against the CDBG Grant funds as of the date of the award. Notwithstanding the foregoing, in the event that emergency rental assistance is identified as an approved Project and is set forth in Exhibit A and Exhibit B, Grantee may seek reimbursement for rental arrearage beginning with May 1, 2020.

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

5. Compliance with Certain Federal Requirements.

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

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

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

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

6. Project Commencement and Completion; Changes.

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

b. The Grantee shall expend all grant funds for Project activities on or before **July 31, 2022** ("Grant Period"), in accordance with the Grant Implementation Schedule set forth in Exhibit C.

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

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

(ii) Grantee is proposing a budget revision resulting in a transfer in the Grant Budget (Exhibit B) of more than 10% of the CDBG Grant between identified CDBG funded activities or any increase to the Project Administration line item.

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

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

7. Progress of the Project. If the Project(s) is not progressing in a manner satisfactory to DHCD, or the Grantee has violated a provision of this Agreement, prior to declaring a default, DHCD may require the Grantee and/or any Subrecipient to accept technical assistance DHCD feels is necessary for the Project(s) to proceed in a manner acceptable to DHCD.

8. Disbursement of Grant Funds.

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

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

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

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

9. Records and Reports.

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

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

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

10. Default and Remedies.

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

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

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

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

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

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

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

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

14. Program Director; Notices.

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

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

(i) Communications to DHCD shall be mailed to:

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

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

William Mackey
Director
Planning, Housing and Zoning
Kent County
400 High Street
Chestertown, MD 21640

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

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

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

18. Governing Law. This Agreement shall be construed, interpreted and enforced in accordance with the laws of the State without regard to its conflict of laws and provisions.

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

20. Term of Agreement. Unless sooner terminated pursuant to Section 10 of this Agreement or by the mutual consent of Grantee and DHCD, this Agreement shall remain in effect until Grantee's Project(s) has been completed, the National Objective has been met, the final amounts of the CDBG Grant have been disbursed, all reports and records due by the Grantee to DHCD have been submitted and approved by DHCD, the Project(s) has been monitored and all findings, concerns

and/or issues have been successfully resolved, and DHCD has issued an official letter closing the grant.

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

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

23. Execution. This Agreement and any amendments thereto may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement or amendment and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Agreement or amendment and of signature pages by facsimile or by electronic transmission shall constitute effective execution and delivery of this Agreement or amendment as to the parties and may be used in lieu of the original Agreement or amendment for all purposes. Signatures of the parties transmitted by facsimile or electronic transmission shall be deemed to be their original signatures for all purposes.

[Remainder of page intentionally left blank]

Witness our hands and seals.

ATTEST

Sallie Watson
(Typed Name and Title)
Deputy Clerk II

COMMISSIONERS OF KENT COUNTY

By: P. Thomas Mason (SEAL)
P. Thomas Mason
President

WITNESS:

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

_____

By:_____ (SEAL)
Kenneth C. Holt
Secretary

EFFECTIVE DATE:_____

APPROVED:

By:_____
Carol Gilbert,
Assistant Secretary and Director,
Division of Neighborhood Revitalization

Approved for form and legal sufficiency this ___ day of _____, 2020.

_____
Assistant Attorney General

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

EXHIBIT A

PROJECT A

MARYLAND CDBG CV ROUND 1 PROJECT SCOPE OF SERVICES
as more fully described in Grantee's application for CDBG funds submitted June 12, 2020.

GRANTEE:	COUNTY COMMISSIONERS OF KENT COUNTY
SUBRECIPIENT:	MARYLAND RURAL DEVELOPMENT CORPORATION
PROJECT NAME AND LOCATION:	EMERGENCY RENTAL ASSISTANCE Countywide, Kent County
PROJECT DESCRIPTION:	Funds will be used to provide three months of rental assistance to households whose income has been negatively impacted by loss of employment or reduction in hours as a result of the COVID 19 crisis.
NATIONAL OBJECTIVE:	Benefit to Low and Moderate Income Persons – Housing
ESTIMATED NUMBER BENEFICIARIES:	24 Households
NUMBER LMI BENEFICIARIES:	24 Households
% OF LMI BENEFICIARIES:	100%

SPECIAL TERMS AND CONDITIONS:

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

1. **National Objective Records - LMI - Housing:**
The grantee is to document the total amount of household income of each assisted household using the amended PART 5 income calculation process. The grantee is to document and provide data showing race, ethnicity and gender of the head of household. All records must be in a form and contain documentation, information or data satisfactory to DHCD.

2. **Audit**
The Grantee shall obtain the services of an independent, certified public accountant to perform an organizational-wide Single Audit of the Grantee in accordance with the *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* found in 2 CFR Part 200 (the "Audit"). Copies of the Audit are due to the DEPARTMENT and to the CDBG PROGRAM DIRECTOR within 9 months after the end of the Grantee's fiscal year. This applies to both projects under this Agreement.

3. **Environmental Review**
The Grantee submitted required environmental review forms with the application. There are no additional requirements. This applies to both projects under this Agreement.

4. **Recordkeeping**
The Grantee is required to maintain hard copy (not digital) files until the grant has been monitored and a close out letter has been issued by DHCD.

5. **Required Second Public Hearing**
Grantees are to conduct a second public hearing which must take place in conjunction with a regularly scheduled meeting of the elected public officials. The second hearing should provide a review of program performance and status of grant activities. It must be held prior to the grant end date. The notice of the hearing must be published in a local newspaper at least five (5) days prior to the hearing. This applies to both projects under this Agreement.

6. **Required Plans**
The Grantee must ensure that all required plans have been adopted or updated and maintained throughout the life of the grant. This applies to both projects under this Agreement.

7. **Subrecipient Agreement**
The Grantee and Subrecipient must execute a Subrecipient Agreement prior to the commencement of activities. It must include all projects awarded under this grant. Please provide a copy of the executed agreement to your CDBG Project Manager.

8. **Duplication of Benefits**
The Grantee is to ensure that there is no duplication of benefits and that funds for this project are in addition to other available funds.

9. **Approval to Pre-Incur Costs**
The Grantee may begin to incur costs as of July 1, 2020 provided the subrecipient agreement has been executed.

10. **Procurement**
The Grantee and Subrecipient must comply with the CDBG procurement requirements.

11. **In-Kind Costs**
The Grantee must track and report on in-kind costs supporting grant oversight and administration.

EXHIBIT A

PROJECT B

MARYLAND CDBG CV ROUND 1 PROJECT SCOPE OF SERVICES
as more fully described in Grantee's application for CDBG funds submitted June 12, 2020.

GRANTEE:	COUNTY COMMISSIONERS OF KENT COUNTY
SUBRECIPIENT:	UPPER SHORE AGENCY, INC
PROJECT NAME AND LOCATION:	SENIOR FOOD PROGRAM Countywide, Kent County
PROJECT DESCRIPTION:	Funds will be used for a food delivery program for homebound senior citizens.
NATIONAL OBJECTIVE:	Benefit to Low and Moderate Income Persons – Limited Clientele
ESTIMATED NUMBER BENEFICIARIES:	28 Persons
NUMBER LMI BENEFICIARIES:	28 Persons
% OF LMI BENEFICIARIES:	100%

SPECIAL TERMS AND CONDITIONS:

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

1. **National Objective Records - LMI - Limited Clientele:**
While senior citizens are presumed to be low income, the Grantee is to collect information on clients. For each person who receives services or assistance, provide information on race, ethnicity, and gender. Additional information may be requested in the Semi-Annual report provided to the Grantee for this specific grant. All records must be in a form and contain documentation, information or data satisfactory to DHCD.

2. **Recordkeeping**
The Grantee is required to maintain hard copy (not digital) files until the grant has been monitored and a close out letter has been issued by DHCD.

3. **Duplication of Benefits**
The Grantee is to ensure that there is no duplication of benefits and that funds for this project are in addition to other available funds.

4. **Procurement**
The Grantee and Subrecipient must comply with the CDBG procurement requirements.

MARYLAND COMMUNITY DEVELOPMENT BLOCK GRANT PROJECT BUDGET

PROJECT	CDBG FUNDS	OTHER FUNDS	TOTAL COSTS	SOURCE OF OTHER FUNDS
A. Emergency Rental Assistance	$84,146.39	$124,730	$208,876.39	MRDC
B. Senior Food Program	$50,000	$3,000	$53,000	Upper Shore Aging, Inc.
TOTAL GRANT COSTS	$134,146.39	$127,730	$261,876.39	

EXHIBIT C

MARYLAND CDBG PROJECT IMPLEMENTATION SCHEDULE

Grant Approval Date:	July 1, 2020
Implementation of Activities:	On-going until completed
180 Day Expenditure Deadline:	A minimum of 25% of grant funds must be expended by December 27, 2020
365 Day Expenditure Deadline:	A minimum of 50% of grant funds must be expended by June 30, 2021
Grant End Date:	July 31, 2022

EXHIBIT D

CDBG GRANT REPORTING SCHEDULE AND MONITORING DOCUMENTATION REQUIREMENTS

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

TYPE OF REPORT	DUE DATE
Quarterly Status Report	Due January 5, April 5, July 5 and October 5 for the preceding three months
Annual Single Audit Report	To Program Director within 9 months of the end of the grantee's fiscal year if applicable
Final Progress Report	To Project Manager when notified to complete

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

Citizen Participation Plan
Residential Anti-Displacement and Relocation Assistance Plan
Conflict of Interest Policy
Personnel Policies
Fair Housing and Equal Opportunity Plan
Section 3 Plan
Minority Business Plan
Section 504 Self Evaluation

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

EXHIBIT E

GENERAL CERTIFICATION

The Grantee certifies and agrees that:

(1) The grant will be administered in accordance with the CDBG Citizen Participation Plan which was adopted by the elected officials of the jurisdiction prior to submission of an application for funding.

(2) Its chief executive officer or other officer of applicant approved by the Department of Housing and Community Development:

(a) Consents to assume the status of a responsible Federal official under the National Environmental Policy Act of 1969 (NEPA) and other provisions of Federal law, as specified at 24 CFR 58.1, which further the purposes of NEPA insofar as the provisions of such Federal law apply to the Maryland Community Development Block Grant Program; and

(b) Is authorized and consents on behalf of the applicant and himself/herself to accept the jurisdiction of the Federal courts for the purpose of enforcement of his/her responsibilities as such an official.

(3) It will comply with the regulations, policies, guidelines and requirements found in 2 CFR Part 200, Uniform Administrative Requirements, Cost Principals and Audit Requirements for Federal Awards, as they relate to the application, acceptance, and use of Federal funds under this Part.

(4) It will comply with:

(a) Section 110 of the Housing and Community Development Act of 1974, as amended, 24 CFR 570.603, and State regulations regarding the administration and enforcement of labor standards;

(b) The provisions of the Davis-Bacon Act (40 U.S.C. 276a) with respect to prevailing wage rates (except for projects for the rehabilitation of residential properties of fewer than eight units);

(c) Contract Work Hours and Safety Standards Act of 1962, 40 U.S.C. 327-333, requiring that mechanics and laborers (including watchmen and guards) employed on federally assisted contracts be paid wages of not less than one and one-half times their basic wage rates for all hours worked in excess of eight in a calendar day or forty in a work-week, whichever is greater; and

(d) Federal Fair Labor Standards Act of 1938, 29 U.S.C. 201 et seq, requiring that covered employees be paid at least the minimum prescribed wage, and also that they be paid one and one-half times their basic wage rate for all hours worked in excess of the prescribed work-week.

(5) Assessment Provision

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

(ii) for purposes of assessing any amount against properties owned and occupied by persons of low an moderate income who are not persons of very low income, the grantee certifies to the Secretary or such State, as the case may be, that it lacks sufficient funds received from CDBG Program to comply with the requirements of clause (i).

(6) It will comply with all requirements imposed by the State concerning special requirements of law, program requirements, and other administrative requirements approved in accordance with 2 CFR Part 200,

(7) It will require every building or facility (other than a privately owned residential structure) designed, constructed, or altered with funds provided under this Part to comply with the Requirements of the Americans With Disabilities Act. The applicant will be responsible for conducting inspections to insure compliance with these specifications by the contractor.

(8) It will comply with the following fair housing and equal opportunity regulations and requirements:

(a) Title VI of the Civil Rights Act of 1964 (Public Law 88-352), and the regulations issued pursuant thereto (24 CFR Part 1);

(b) Title VIII of the Civil Rights Act of 1968 (Public Law 90-284), as amended;

(c) Section 106 (d)(5)(B) of Title I of the Housing and Community Development Act of 1974, as amended;

(d) Executive Order 11259;

(e) Section 109 of Title 1 of the Housing and Community Development Act of 1974, and the regulations issued pursuant thereto (24 CFR Part 570.601);

(f) Executive Order 11063 on equal opportunity;

(g) Executive Order 11246, as amended by Executive Order 13672;

(h) The Fair Housing Amendment Act of 1988;

(i) The Housing for Older Persons Act of 1995;

(j) The Age Discrimination Act of 1975;

(k) Section 504 of the Rehabilitation Act of 1973;

(l) The Americans with Disabilities Act of 1990;

(m) The Equal Employment Opportunity Act;

(n) The Immigration Reform and Control Act of 1986; and

(0) The Vietnam Era Veteran's Readjustment Act of 1974 (revised Jobs for Veterans Act of 2002);

(9) It will comply with Section 3 of the Housing and Urban Development Act of 1968, as amended, for projects with contracts for work in excess of $100,000, to the greatest extent feasible, provide opportunities for training and employment to lower income residents of the county or award contracts to eligible business concerns which are located in, or owned in substantial part by, persons residing within the county of the grantee.

(10) It will minimize displacement of persons and provide for services and benefits to any person or business involuntarily and permanently displaced as a result of activities associated with program funds as outlined in

the CDBG Residential Anti-Displacement and Relocation Assistance Plan which was adopted by the elected officials of the jurisdiction prior to submission of the application.

(11) It will, in the event that displacement occurs as a part of a CDBG funded project, comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and HUD implementing instructions at 24 CFR Part 42.

(12) It will establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business or other ties.

(13) It will comply with the provisions of the Hatch Act of 1939 which limits the political activity of employees.

(14) It will give State, HUD and the Comptroller General through any authorized representatives access to and the right to examine all records, books, paper, or documents related to the grant.

(15) It will insure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the program are not listed on the Environmental Protection Agency (EPA) list of Violating Facilities and that it will notify the State of the receipt of any communications from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.

(16) It will comply with the flood insurance purchase requirements of the Flood Disaster Protection Act of 1973, where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any areas, that has been identified by the Federal Emergency Management Agency as being in a floodplain or in an area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.

(17) It will in connection with its performance of environmental assessments under the National Environmental Policy Act of 1969, comply with Section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. 470), Executive Order 11593, and the Preservation of Archeological and Historical Data Act of 1974 (16 U.S.C. 469-1, et seq.).

(18) It will comply with:

(a) The National Environmental Policy Act of 1969 (42 U.S.C. Section 4321 et seq.) and 24 CFR Part 58;

(b) Executive Order 11988, Floodplain Management;

(c) Executive Order 11990, Protection of Wetlands;

(d) The Endangered Species Act of 1973, as amended, (16 U.S.C. Section 1531 et seq.);

(e) The Fish and Wildlife Coordination Act of 1958, as amended, (16 U.S.C. Section 661 et seq.);

(f) The Wild and Scenic Rivers Act of 1968, as amended, (16 U.S.C. Section 1271);

(g) The Safe Drinking Water Act of 1974, as amended, (42 U.S.C. Section 300(f) et seq.);

(h) The Clean Air Act of 1970, as amended, (42 U.S.C. Section 7401 et seq.);

(i) The Federal Water Pollution Control Act of 1972, as amended, (33 U.S.C. Section 1251 et seq.);

(j) The Clean Water Act of 1977, (Public Law 95-217); and

k) The Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. Section 6901 et seq.).

(19) It will comply with the Residential Lead-Based Paint Hazard Reduction Act of 1992, as amended (Title X of the Housing and Community Development Act of 1992) and the EPA's Lead-Based Paint Renovation, Repair and Painting Rule when rehabilitating houses or buildings for residential use.

(20) It will comply with all parts of Title I of the Housing and Community Development Act of 1974, as amended, which have not been cited previously as well as with other applicable laws.

EXHIBIT E-1

RESTRICTIONS ON THE AWARD OF CERTAIN CONTRACTS AND SUBCONTRACTS TO FOREIGN COUNTRIES

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

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

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

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

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

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

(a) Definitions.

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

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

(1) If 50 percent or more of the contractor or subcontractor is owned by a citizen or a national of the foreign country;

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

(3) If 50 percent or more of the voting power in the contractor or subcontractor is vested in or exercisable on behalf of a citizen or national of the foreign country;

(4) In the case of a partnership, if any general partner is a citizen of the foreign country;

(5) In the case of a corporation, if its president or other chief executive officer or the chairman of its board of directors is a citizen of the foreign country or the majority of any number of its directors necessary to constitute a quorum are citizens of the foreign country or the corporation is organized under the laws of the foreign country or any subdivision, territory, or possession thereof; or

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

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

(b) Certification. Except as provided in paragraph (c) of this provision, by submission of its bid or proposal, the offeror certifies that it:

(1) Is not a contractor of a foreign country included on the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR) (see paragraph (h) of this provision);

(2) Has not or will not enter into any subcontract with a subcontractor of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR; and

(3) Will not provide any product of a country included on the list of foreign countries that discriminate against U.S. firms published by the USTR.

(c) Inability to certify. An offeror unable to certify in accordance with paragraph (b) of this provision shall submit with its offer a written explanation fully describing the reasons for its inability to make the certification.

(d) Applicability of 18 U.S.C. 1001. The certification in paragraph (b) of this provision concerns a matter within the jurisdiction of an agency of the United States, and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, U.S.C. 1001.

(e) Notice. The offeror shall provide immediate written notice to the Contracting Officer if, at any time before the contract award, the offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(f) Restrictions on contract award. Unless a waiver to these restrictions is granted by the Secretary of Housing and Urban Development, no contract will be awarded to a offeror:

(1) Who is owned or controlled by a citizen or national of a foreign country included on the list of foreign countries that discriminate against U.S. firms published by the USTR;

(2) Whose subcontractors are owned or controlled by citizens or nationals of a foreign country on the USTR list; or

(3) Who incorporates any product of a foreign country on the USTR list in the public works project.

(g) Recordkeeping. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (b) of this provision. The knowledge and information of an offer or is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(h) USTR list. The USTR published an initial list in the Federal Register on December 30, 1987 (53 FR 49244), which identified one country - Japan. The USTR can add countries to the list, and remove countries from it, in accordance with Section 109(c) of Publication L. 100-202."

6. The Grantee shall include the following provisions in any contract for the construction, alteration or repair of the Project:

(a) Definitions.

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

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

(1) If 50 percent or more of the contractor or subcontractor is owned by a citizen or a national of the foreign country;

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

(3) If 50 percent or more of the voting power in the contractor or subcontractor is vested in or exercisable on behalf of a citizen or national of the foreign country;

(4) In the case of a partnership, if any general partner is a citizen of the foreign country;

(5) In the case of a corporation, if its president or other chief executive officer or the chairman of its board of directors is a citizen of the foreign country or the majority of any number of its directors necessary to constitute a quorum are citizens of the foreign country or the corporation is organized under the laws of the foreign country or any subdivision, territory, or possession thereof; or

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

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

(b) Certification. The contractor may rely upon the certification of a prospective subcontractor that it is not a subcontractor of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR and that products supplied by such subcontractor for use on the Federal public works project under this contract are not products of a foreign country included on the list of foreign countries that discriminate against U.S. firms published by the USTR, unless such contractor has knowledge that the certification is erroneous.

(c) Subcontracts. The contractor shall incorporate this clause, modified only for the purpose of properly identifying the parties, in all subcontracts. This paragraph (c) shall also be incorporated in all subcontracts.

Exhibit E-2

FOR CDBG GRANTS IN EXCESS OF $100,000

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

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

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

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

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

EXHIBIT F

GRANT PAYMENT PROCEDURES

PART I. INTRODUCTION

1. PURPOSE - The Grant Payment procedures outlined herein are designed to expedite the transfer of Maryland Community Development Block Grant (CDBG) funds from the State of Maryland Department of Housing and Community Development (DHCD) to an approved grantee.

2. OUTLINE OF SYSTEM - The following is an outline of the procedures necessary to process a CDBG grant payment request under the State of Maryland's CDBG Program.

   a. The State of Maryland makes a determination that a local government will receive funds from the Maryland CDBG Program and announces the award. The Maryland CDBG Program in the Division of Neighborhood Revitalization of DHCD sends the local government two copies of the Grant Agreement, which includes Grant Payment Procedures (Exhibit F), Vendor Electronic Funds Transfer (EFT) Registration Request Form (Exhibit 1) and the Authorized Signatures Form (Exhibit 2).

   b. The grantee executes the Grant Agreement, which includes two sets of required grant payment procedures and forms. The grant agreement and all forms are returned to the Maryland CDBG Director, Division of Neighborhood Revitalization, DHCD, 7800 Harkins Place, Lanham, MD 20706. The grant agreement should be sent back immediately upon signing and the grant payment forms (Exhibits 1 & 2) must be signed and returned prior to first request for payment. *NOTE: The name of the grantee should appear as it is listed in the CDBG Grant Agreement on all forms and accounts.*

   c. The Maryland CDBG Program approves the completed forms and the grantee's account in the amount of its CDBG award is established in the State's STARS financial management system.

   d. The Maryland CDBG Program furnishes the grantee a copy of Request for Payment Form (Exhibit 3).

   e. Following the effective date of the Grant Agreement and the completion of the Environmental Review Record which results in the grantee receiving a completed Notice of Release of Funds Form (Exhibit 4), the grantee may request funds by completing the Request for Payment Form (Exhibit 3) and the Expenditure Tracking Form (Exhibit 3A) and submitting one original to the Maryland CDBG Program in order to meet the grantees' current cash disbursement needs.

   f. The Maryland CDBG Program will review grantee's Request for Payment. The review will:

      - verify authorized signatures;
      - verify mathematical computations;
      - for appropriate activities, verify that the environmental clearance has been obtained and the notification of release of funds issued;
      - verify that sufficient grant funds are available;
      - verify that request will not exceed amount budgeted for the appropriate project activity;
      - determine that other applicable special conditions have been met; and

- verify that the CDBG Project Manager assigned to the grantee has not put a hold on grant payments.

The Maryland CDBG Program then forwards approved Request for Payment to the Department's Finance Division which processes and submits to the Comptroller's Office for payment.

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

PART II. POLICY

1. The grantee will establish a separate, non-interest bearing depository account in a financial institution insured by FDIC or FSLIC if funds will requested from the State on an advance basis.

2. The grantee shall inform the State on the Request for Payment and Status of Funds Form (Exhibit 3) as to whether it is using an advance or reimbursement system. The system selected must be followed throughout grant implementation.

   ADVANCE SYSTEM - An advance is a payment made to a grantee upon its request before cash outlays are made by the grantee.

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

3. A grantee that invoices on a reimbursement basis exclusively may earn interest on its depository account.

4. Any interest earned on CDBG monies requested on an advance basis will be collected by the Maryland CDBG Program and returned to the U.S. Treasury.

5. Grant payments cannot be made for any project until the the Grant Agreement is executed by all parties and the CDBG Program has determined that all other possible conditions have been met.

6. The Request for Payment form (Exhibit 3) must be accurately completed or it will not be processed. If there are questions, please contact your CDBG Project Manager prior to request being made.

7. A request should be made allowing approximately thirty days to receive the CDBG grant funds. The payment will be electronically transferred by the Treasurer's Office following receipt and approval of a completed Request for Payment form (Exhibit 3) by the Maryland CDBG Program and DHCD Finance Division.

8. A grantee that submits a request for payment on an advanced basis may keep up to $5,000 on-hand. Additional requests should be in an amount to meet current disbursement needs (defined as the funds to be expended within five working days of receipt). If a CDBG check is deposited on Friday, checks totaling the entire amount must be written by close of business the following Friday. Grantee's that request payment on a reimbursement basis are not subject to the five working day rule. All grant funds must be expended from grantee's account by the grant end date and any funds remaining on-hand will be recaptured.

9. A grantee may request a grant payment from DHCD as often as needed. Except for the final payment, the minimum amount that may be requested is $5,000.

10. Any eligible project income, such as principal and interest payments from residential or commercial rehabilitation loan, deposited to the grantee's general CDBG account or to a subsidiary account for revolving loan purposes must, to the extent feasible, be disbursed by the grantee prior to a request for additional funds.

PART III. GRANTEE REQUIREMENTS

1. DESIGNATION OF DEPOSITORY - State of Maryland funds will be electronically transferred directly to the depository designated and authorized by the grantee for credit to the grantee's bank account. The grantee shall complete Vendor Electronic Funds Transfer (EFT) Registration Request Form (Exhibit 1) and the Authorized Signatures Form (Exhibit 2).

   After the forms are completed by the grantee, send two originals to the Maryland CDBG Program, Division of Neighborhood Revitalization, Department of Housing and Community Development, 7800 Harkins Road, Lanham, MD 20706. The grantee shall retain a copy for your file. The Grantee shall execute a new Vendor Electronic Funds Transfer (EFT) Registration Request Form (Exhibit 1) whenever changes in the depository are made.

2. AUTHORIZED SIGNATURE FORM – The form for Authorized Signatures for Request for Payment on CDBG Account (Exhibit 2) must contain signatures identical to the typed names of the four individuals authorized by the grantee to co-sign the Request for Payment. The written and typed names must be identical on each form. The grantee shall submit the original forms to the Maryland CDBG Program at the address listed above and retain one set for local files. The person certifying the authorized signatures can not be listed as an authorized signature.

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

3. REQUEST FOR PAYMENT FORM - The grantee shall execute one original of Request for Payment Form (Exhibit 3) each time it is determined that funds are required to meet current disbursement needs or to reimburse the grantee's advance of funds from another source.

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

4. EXPENDITURE FORM – The Grantee is required to submit form Exhibit 3A - Expenditure Tracking Form when they submit each Request for Payment Form. This form is required at this stage rather than actual copies of bills to identify the specific expenses to be paid with the CDBG funds.

5. EXPENDITURE TRACKING FORM – LOCAL USE – The grantee is required to use and maintain form Exhibit 3B – Expenditure Tracking Form – Local Use. The purpose of this form when completed will assist the State in monitoring the grant and to assist the grantee with tracking expenditures.

EXHIBIT 1

MARYLAND COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

Comptroller of Maryland

Vendor Electronic Funds Transfer (EFT) Registration Request Form

Please Type or Print

Grantee Information

(Grantee must use legal name as listed in CDBG Grant Agreement)

Name of Project: MD CDBG CV Round 1: Emergency Rental Assistance and Senior Food Program

Project #: CV-1-7

Date: July 21, 2020

Grantee Identification Information (Address to be used in case of default to check):

Grantee Name: County Commissioners of Kent County

Address: R. Clayton Mitchel, Jr. Kent County Government Center

400 High Street

City: Chestertown State: MD Zip: 21620

Taxpayer Federal Employer Identification Number: 52-6000974

Contact information: name, title, email and phone number including area code:

William Mackey, Planning Director, wmackey@ kentgov.org, 410-778-7475

Depository Bank or Credit Union Information

Name: Chesapeake Bank & Trust Co.

Contact Name: Patricia Merritt Phone number: 410-778-7478

ABA (routing) number: 052102228

Account Number: 013 651701

Account Type: ☒ Checking ☐ Saving

Format Desired, Check one:

☐ CCD+ (gives Standard description line: "State of Maryland")

☐ CTX* (multiple detail lines) ☐ EDI* (full detail)

* Note- There may be a charge to you by your bank with this format. You must contact your bank to receive this format.

Signature/Title of Bank Official: Patricia Merritt Date: 07-21-2020

I am authorized by * County Commissioners of Kent County (print name of Grantee) to make the representations contained in this paragraph. Grantee authorizes the Comptroller and the Treasurer of Maryland to register it for electronic funds transfer (EFT) using the information contained in this registration form. Grantee agrees to receive all funds from the State of Maryland by electronic funds transfer according to the terms of the EFT program. Grantee agrees to return to the State of Maryland any EFT payment incorrectly disbursed by the State of Maryland to the Grantee's account. Grantee agrees to hold harmless the State of Maryland and its agencies and departments for any delays or errors caused by inaccurate or outdated registration information or by the financial institution listed above.

*Name of Grantee P. Thomas Mason

Signature and title of chief elected official, controller or chief financial officer and date. **8/2013**

EXHIBIT 2

MARYLAND COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
AUTHORIZED SIGNATURES FOR CDBG REQUESTS FOR PAYMENT

1. Name and Address of Grantee: County Commissioners of Kent County
R. Clayton Mitchell, Jr. Kent County Government Center
400 High Street
Chestertown MD 21620

2. Grant Agreement Number: CV-1-7

3. The individuals named below are authorized to sign Requests for Payment:

TYPE NAME	TITLE	SIGNATURE EXACTLY AS IT APPEARS IN TYPED FORM
Shelley L. Heller	County Administrator	
Patricia Merrit	Finance Director	
Rosemary Granillo	LMB Director	
William Mackey	Planning Director	

4. Certification

I certify that the signatures above are of the individuals authorized to sign Requests for Payment for CDBG funds on behalf of the identified grantee. I further understand that, as the person certifying, I am not eligible to sign Requests for Payment.

7/21/20	President	P. Thomas Mason
Date	**Title**	**Signature**

Revised 8/19

EXHIBIT 3

MARYLAND COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
REQUEST FOR PAYMENT

SECTION I: REQUEST FOR PAYMENT

GRANT AGREEMENT NUMBER	PAYMENT SYSTEM	REQUEST NUMBER	AMOUNT REQUESTED
CV-1-	☐ ADVANCE ☐ REIMBURSMENT		

GRANTEE NAME AND ADDRESS	NAME & TELEPHONE NUMBER OF GRANTEE CONTACT PERSON	FEDERAL ID NUMBER

DEPOSITORY BANK AND ACCOUNT NUMBER

SECTION II: USE OF FUNDS (CDBG FUNDS ONLY)

BUDGET ACTIVITY LINE	TOTAL CDBG BUDGET AMOUNT(S)	REQUESTED AMOUNT

SECTION III: CERTIFICATION BY GRANTEE

We certify that this request in accordance with the terms and conditions of the grant agreement with the Maryland Department of Housing and Community Development and the amount requested accurately reflects the expenses, as reported on this request, and that the amount is supported by documentation in our files.

AUTHORIZED SIGNATURE	TITLE	DATE
AUTHORIZED SIGNATURE	TITLE	DATE

SECTION IV: STATE USE

DATE RECEIVED	AMOUNT APPROVED	PAYMENT REVIEWED BY	PAYMENT APPROVED BY	APPROPRIATION CODE

EXHIBIT 3A

MARYLAND COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

EXPENDITURE TRACKING FORM

Grant #: _____

Payment Request #:_____ Amount Requested:_____

For this payment request, please identify the specific expenses to be paid with the CDBG funds. Please attach copy of form to your payment request and retain copy in your grant financial files.

Amount Requested	Activity Line Item #	Specific Use	To Be Paid To: (Identify Specific Vendors)

STATUS OF FUNDS (CDBG FUNDS ONLY)

Total Grant Payment Received to Date $_____

Total Disbursements to Date $_____

EXHIBIT 3B

MARYLAND COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

EXPENDITURE TRACKING FORM – LOCAL USE

Grant #: _____

Please complete and retain this form in your CDBG Financial Files. It is for tracking CDBG grant funds only. The completed form will assist the State with grant monitoring.

Payment Request #	Date of Request	Amount Requested	Date Payment Received

Matching Funds

Please identify the final totals of other funds used to match the CDBG funds. Attach another sheet if necessary. Please identify In-Kind Costs on page 2.

Amount	Source of Funds

In-Kind Costs

Please calculate all in-kind costs related to this project that used match to the CDBG funds. For staff costs, please indicate the person and the number of hours in addition to the costs.

Amount	Specific Use/Hours	Source/Staff Person

EXHIBIT G

FEDERAL AWARD INFORMATION

(i)	Community Development Block Grant – COVID – Round 1	
(ii)	Name of Federal Awarding Agency	U.S. Department of Housing and Urban Development
(iii)	Catalog of Federal Assistance Number	14.228
(iv)	Federal Program Year	2020
(v)	Start Date of Federal Program Year for Program	July 1, 2020
(vi)	Total Amount of Federal Award for Program Year	$4,691,887
(vii)	Federal Award Identification Number (FAIN)	*
(viii)	DHCD Unique Entity Identifier	028492598
(ix)	Grantee Name	County Commissioners of Kent County
(x)	Grantee Unique Entity Identifier/DUNS Number	086131901
(xi)	Grantee Federal Identification Number	52-6000974
(xii)	Date of Award to Grantee	July 1, 2020
(xiii)	Amount of Federal Fiscal Year 2020 Funds Obligated/Committed by this Agreement to the Grantee by DHCD	$134,246.39$
(xiv)	Total Amount of Federal Fiscal Year 2020 Funds Obligated/Committed to the Grantee by DHCD to date (Including the current Obligation) for Federal Fiscal Year	$134,246.39

*Federal Grant Number not available at time grant agreement was prepared

AMENDMENT TO
MARYLAND COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
COVID-ROUND 1
GRANT AGREEMENT

This amendment (the "Amendment"), by and between the Maryland Department of Housing and Community Development, a principal department of the State of Maryland ("**DHCD**"), and the **COUNTY COMMISSIONERS OF KENT COUNTY**, a political subdivision of the State of Maryland (the "Grantee") is entered into as of the date it is executed by DHCD (the "Effective Date").

WHEREAS, DHCD and the Grantee have entered into Maryland Community Development Block Grant Program Grant Agreement Number CV-1-7 for a grant amount not to exceed $134,246.39 (the "Agreement"); and

WHEREAS, the parties desire to amend the Agreement as set forth herein.

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

Except as modified by this Amendment and any updated exhibits referenced herein, all of the other terms and provisions of the Agreement and the exhibits thereto shall remain in full force and effect and are hereby ratified and confirmed by DHCD and Grantee.

(1)(a) Section 19 is deleted in its entirety and replaced with the following:

> Effective Date of Agreement. Two original copies of this Agreement shall be presented to Grantee for acceptance and execution. After execution by Grantee, they will be executed and dated by DHCD. The Effective Date of this Agreement is August 31, 2020, regardless of the date of execution by the parties.

(1)(b) The Project Scope of Services and Special Terms and Conditions ("Scope of Services") as set forth on Exhibit A shall be deleted in its entirety and replaced with the updated Scope of Services set forth on Exhibit A-1, which is attached to this Amendment. If a National Objective (the "Amended National Objective") is identified in Exhibit A-1 that differs from the National Objective set forth in Section 1 of the Agreement (the "Original National Objective"), the Amended National Objective shall replace the Original National Objective and any references to National Objective in the Agreement shall be considered a reference to the Amended National Objective. Any inconsistencies between the Agreement and this Amendment with respect to the Scope of Services or the National Objective shall be resolved as set forth in Exhibit A-1.

(2) The Grant Budget set forth on Exhibit B shall be deleted in its entirety and replaced with the updated Grant Budget set forth on Exhibit B-1, which is attached to this Amendment. Any inconsistencies between the Agreement and this Amendment with respect to the

Grant Budget shall be resolved as set forth in Exhibit B-1.

(3) Section 4(b) is deleted in its entirety and replaced with the following:

b. Grantee must expend at least 50% of the amount of the CDBG Grant on or before October 1, 2022.

(4) Section 6(b) is deleted in its entirety and replaced with the following:

b. Grantee must expend the entire amount of the CDBG Grant on or before June 30, 2023 (the "Grant Period") in accordance with the Grant Implementation Schedule set forth in Exhibit C-1.

(5) The Grant Implementation Schedule set forth in Exhibit C shall be deleted in its entirety and replaced with the updated Grant Implementation Schedule set forth in Exhibit C-1, which is attached to this Amendment. Any inconsistencies between the Agreement and this Amendment with respect to the Grant Implementation Schedule shall be resolved as set forth in Exhibit C-1.

(6) Section 7 is deleted in its entirety and replaced with the following:

7. Progress of the Project.

a. DHCD shall evaluate Grantee's progress towards expending the CDBG Grant funds as of December 31, 2022 (the "Evaluation Date"). If DHCD determines, in its sole discretion, that Grantee's progress as of the Evaluation Date is not proceeding in a satisfactory manner, DHCD may terminate this Agreement or reduce the amount of the CDBG Grant funds allocated to Grantee in accordance with Section 10.

b. Notwithstanding the foregoing, DHCD may evaluate the Grantee at any time during the term of this Agreement to determine whether the Project is progressing in a manner satisfactory to DHCD. If DHCD determines that the Project is not proceeding in a satisfactory manner, or that the Grantee has violated a provision of this Agreement, prior to declaring a default or reducing the amount of the CDBG Grant funds allocated to Grantee, DHCD may require the Grantee and/or any Subrecipient to accept technical assistance DHCD determines is necessary for the Project(s) to proceed in a manner acceptable to DHCD.

(7) Section 10(b) is deleted in its entirety and replaced with the following:

b. Upon the occurrence of any default, DHCD shall have the right to terminate this Agreement by written notice to the Grantee or, in the event of a default due to CDBG Grant funds that were not expended in accordance with this Agreement, DHCD shall have the right to reduce the amount of the CDBG Grant by subtracting the amount that has not been expended in accordance with this

Agreement from the CDBG Grant funds allocated to Grantee. Other than as set forth in Section 10(d), Grantee shall have 30 days from the date DHCD's notice was postmarked to cure the default. After the conclusion of this 30-day period, if Grantee has not cured or commenced curing the default to the satisfaction of DHCD, DHCD may at its option immediately terminate this Agreement or reduce the amount of the CDBG Grant funds allocated to Grantee. In the event of such termination or reduction in CDBG Grant funds by DHCD:

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

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

[Continued on following page]

(8) The following language is added as a new Section 10(d):

d. Notwithstanding the foregoing, the 30-day period to cure a default set forth in Section 10(b) does not apply if (i) the default concerns Grantee's failure to expend the CDBG Grant in accordance with Sections 4(b) or 6(b); or (ii) DHCD determines, in its sole discretion, that Grantee has not made satisfactory progress toward expending the CDBG Grant as of the Evaluation Date or that the Project is not progressing in a manner satisfactory to DHCD

(9) Except as set forth in this Amendment and any updated exhibits referenced herein, the provisions of the Agreement and the exhibits thereto shall remain in full force and effect.

(10) Capitalized terms not defined herein shall have the meaning set forth in the Agreement.

WITNESS our hands and seals, all as of the Effective Date.

COUNTY COMMISSIONERS OF KENT CO. SEAL ADOPTED MAY 18, 1880 MARYLAND

WITNESS:

Lacey I. Cox

COUNTY COMMISSIONERS OF KENT COUNTY

By: P. Thomas Mason (SEAL)
P. Thomas Mason
President

WITNESS:

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

_____

By: _____ (SEAL)
Kenneth C. Holt
Secretary

EFFECTIVE DATE: _____

Approved for form and legal sufficiency this ___ day of _____, 2021.

_____
Assistant Attorney General

EXHIBIT A-1

PROJECT A

MARYLAND CDBG CV ROUND 1 PROJECT SCOPE OF SERVICES
as more fully described in Grantee's application for CDBG funds submitted June 12, 2020.

GRANTEE:	COUNTY COMMISSIONERS OF KENT COUNTY
SUBRECIPIENT:	MARYLAND RURAL DEVELOPMENT CORPORATION
PROJECT NAME AND LOCATION:	EMERGENCY RENTAL ASSISTANCE - STAFFING Countywide, Kent County
PROJECT DESCRIPTION:	Funds will be used to pay for staff to assist low and moderate income households with emergency rental assistance needs as a result of the COVID 19 crisis.
NATIONAL OBJECTIVE:	Benefit to Low and Moderate Income Persons – Limited Clientele
ESTIMATED NUMBER BENEFICIARIES:	123 Households
NUMBER LMI BENEFICIARIES:	123 Households
% OF LMI BENEFICIARIES:	100%

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

1. **National Objective Records - LMI - Limited Clientele :**
The grantee is to document the total amount of household income of each assisted household using the amended PART 5 income calculation process. The grantee is to document and provide data showing race, ethnicity and gender of the head of household. All records must be in a form

and contain documentation, information or data satisfactory to DHCD.

2. **Audit**
The Grantee shall obtain the services of an independent, certified public accountant to perform an organizational-wide Single Audit of the Grantee in accordance with the *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* found in 2 CFR Part 200 (the "Audit"). Copies of the Audit are due to the DEPARTMENT and to the CDBG PROGRAM DIRECTOR within 9 months after the end of the Grantee's fiscal year. This applies to both projects under this Agreement.

3. **Environmental Review**
The Grantee submitted required environmental review forms with the application. There are no additional requirements. This applies to both projects under this Agreement.

4. **Recordkeeping**
The Grantee is required to maintain hard copy (not digital) files until the grant has been monitored and a close out letter has been issued by DHCD.

5. **Required Second Public Hearing**
Grantees are to conduct a second public hearing which must take place in conjunction with a regularly scheduled meeting of the elected public officials. The second hearing should provide a review of program performance and status of grant activities. It must be held prior to the grant end date. The notice of the hearing must be published in a local newspaper at least five (5) days prior to the hearing. This applies to both projects under this Agreement.

6. **Required Plans**
The Grantee must ensure that all required plans have been adopted or updated and maintained throughout the life of the grant. This applies to both projects under this Agreement.

7. **Subrecipient Agreement**
The Grantee and Subrecipient must execute a Subrecipient Agreement prior to the commencement of activities. It must include all projects awarded under this grant. Please provide a copy of the executed agreement to your CDBG Project Manager.

8. **Duplication of Benefits**
The Grantee is to ensure that there is no duplication of benefits and that funds for this project are in addition to other available funds.

9. **Approval to Pre-Incur Costs**
The Grantee may begin to incur costs as of July 1, 2020 provided the subrecipient agreement has been executed.

10. **In-Kind Costs**
The Grantee must track and report on in-kind costs supporting grant oversight and administration.

EXHIBIT A-1

PROJECT B

MARYLAND CDBG CV ROUND 1 PROJECT SCOPE OF SERVICES
as more fully described in Grantee's application for CDBG funds submitted June 12, 2020.

GRANTEE:	COUNTY COMMISSIONERS OF KENT COUNTY
SUBRECIPIENT:	UPPER SHORE AGENCY, INC
PROJECT NAME AND LOCATION:	SENIOR FOOD PROGRAM Countywide, Kent County
PROJECT DESCRIPTION:	Funds will be used for a food delivery program for homebound senior citizens.
NATIONAL OBJECTIVE:	Benefit to Low and Moderate Income Persons – Limited Clientele
ESTIMATED NUMBER BENEFICIARIES:	28 Persons
NUMBER LMI BENEFICIARIES:	28 Persons
% OF LMI BENEFICIARIES:	100%

SPECIAL TERMS AND CONDITIONS:

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

1. **National Objective Records - LMI - Limited Clientele:**
While senior citizens are presumed to be low income, the Grantee is to collect information on

clients. For each person who receives services or assistance, provide information on race, ethnicity, and gender. Additional information may be requested in the Semi-Annual report provided to the Grantee for this specific grant. All records must be in a form and contain documentation, information or data satisfactory to DHCD.

2. **Recordkeeping**
The Grantee is required to maintain hard copy (not digital) files until the grant has been monitored and a close out letter has been issued by DHCD.

3. **Duplication of Benefits**
The Grantee is to ensure that there is no duplication of benefits and that funds for this project are in addition to other available funds.

4. **Procurement**
The Grantee and Subrecipient must comply with the CDBG procurement requirements.

EXHIBIT A-1

PROJECT C

MARYLAND CDBG CV ROUND 1 PROJECT SCOPE OF SERVICES
as more fully described in Grantee's application for CDBG funds submitted June 12, 2020.

GRANTEE:	COUNTY COMMISSIONERS OF KENT COUNTY
PROJECT NAME AND LOCATION:	LEGAL SERVICES Countywide, Kent County
PROJECT DESCRIPTION:	Funds will be used for legal services related to housing for households impacted as a result of the COVID 19.
NATIONAL OBJECTIVE:	Benefit to Low and Moderate Income Persons - Limited Clientele
ESTIMATED NUMBER BENEFICIARIES:	123 Households
NUMBER LMI BENEFICIARIES:	123 Households
% OF LMI BENEFICIARIES:	100%

SPECIAL TERMS AND CONDITIONS:

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

1. **National Objective Records - LMI - Limited Clientele:**
   Assisted households must be at or below 80% of the area median income as determined by HUD.
   - For households referred from the grant subrecipient's emergency rental assistance program, the grantee is to document the total amount of household income of each assisted household using the amended PART 5 income calculation process.

- In the event, households are served without a referral from the subrecipient, participants must complete a self-certification form which provides the total amount of income for those living in the household.
- The Grantee is to document and provide data showing race, ethnicity, gender of the head of household and the number of household members.
- All records must be in a form and contain documentation, information or data satisfactory to DHCD.

2. **Recordkeeping**
The Grantee is required to maintain hard copy (not digital) files until the grant has been monitored and a close out letter has been issued by DHCD.

3. **Duplication of Benefits**
The Grantee is to ensure that there is no duplication of benefits and that funds for this project are in addition to other available funds.

4. **Procurement**
The Grantee and Subrecipient must comply with the CDBG procurement requirements.

5. **Sole Source Justification**
As the Grantee has already identified a qualified entity to provide these services, they must submit a letter with justification as to reasons why this should be approved as a sole source contract.

MARYLAND COMMUNITY DEVELOPMENT BLOCK GRANT PROJECT BUDGET

PROJECT	CDBG FUNDS	OTHER FUNDS	TOTAL COSTS	SOURCE OF OTHER FUNDS
A. Emergency Rental Assistance – Staffing	$75,240	$0	$75,240	
B. Senior Food Program	$50,000	$3,000	$53,000	Upper Shore Aging, Inc.
C. Legal Services	$5,006.39	$0	$5,006.39	
D. Project Administration - County	$4,000	$0	$4,000	
TOTAL GRANT COSTS	$134,246.39	$3,000	$137,246.39	

EXHIBIT C-1

MARYLAND CDBG PROJECT IMPLEMENTATION SCHEDULE

Grant Approval Date:	July 1, 2020
Implementation of Activities:	On-going until completed
180 Day Expenditure Deadline:	A minimum of 25% of grant funds must be expended by December 27, 2020
365 Day Expenditure Deadline:	A minimum of 50% of grant funds must be expended by June 30, 2021
Grant End Date:	July 31, 2022
50% Expenditure Deadline:	*A minimum of 50% of grant funds must be expended by October 1, 2022*
Progress Evaluation:	*Progress of the project will be evaluated on December 31, 2022*
Amended Grant End Date:	*June 31, 2023*

Attachment B

EXHIBIT B-1 **CV-1-7**

MARYLAND COMMUNITY DEVELOPMENT BLOCK GRANT PROJECT BUDGET

PROJECT	CDBG FUNDS	OTHER FUNDS	TOTAL COSTS	SOURCE OF OTHER FUNDS
A. Emergency Rental Assistance – Staffing	$75,240	$0	$75,240	
B. Senior Food Program	$50,000	$3,000	$53,000	Upper Shore Aging, Inc.
C. Legal Services	$5,006.39	$0	$5,006.39	
D. Project Administration – County	$4,000	$0	$4,000	
TOTAL GRANT COSTS	$134,246.39	$3,000	$137,246.39	

Attachment C

CV-1-7

EXHIBIT A-1

PROJECT C

MARYLAND CDBG CV ROUND 1 PROJECT SCOPE OF SERVICES
as more fully described in Grantee's application for CDBG funds submitted June 12, 2020.

GRANTEE:	COUNTY COMMISSIONERS OF KENT COUNTY
PROJECT NAME AND LOCATION:	LEGAL SERVICES Countywide, Kent County
PROJECT DESCRIPTION:	Funds will be used for legal services related to housing for households impacted as a result of the COVID 19.
NATIONAL OBJECTIVE:	Benefit to Low and Moderate Income Persons – Limited Clientele
ESTIMATED NUMBER BENEFICIARIES:	123 Households
NUMBER LMI BENEFICIARIES:	123 Households
% OF LMI BENEFICIARIES:	100%

SPECIAL TERMS AND CONDITIONS:

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

1. **National Objective Records - LMI - Limited Clientele:**
   Assisted households must be at or below 80% of the area median income as determined by HUD.
   - For households referred from the grant subrecipient's emergency rental assistance program, the grantee is to document the total amount of household income of each assisted household using the amended PART 5 income calculation process.

- In the event, households are served without a referral from the subrecipient, participants must complete a self-certification form which provides the total amount of income for those living in the household.
- The Grantee is to document and provide data showing race, ethnicity, gender of the head of household and the number of household members.
- All records must be in a form and contain documentation, information or data satisfactory to DHCD.

2. **Recordkeeping**
The Grantee is required to maintain hard copy (not digital) files until the grant has been monitored and a close out letter has been issued by DHCD.

3. **Duplication of Benefits**
The Grantee is to ensure that there is no duplication of benefits and that funds for this project are in addition to other available funds.

4. **Procurement**
The Grantee and Subrecipient must comply with the CDBG procurement requirements.

5. **Sole Source Justification**
As the Grantee has already identified a qualified entity to provide these services, they must submit a letter with justification as to reasons why this should be approved as a sole source contract.

Bill Mackey, Director, Planning, Housing, and Zoning
9/7/2021
County Commissioners Meeting

Item Summary:
Brickyard Land Holdings, LLC (Gillespie Precast, LLC) Request Release of Letters of Credit

ATTACHMENTS:
Description

Bill Mackey, Director, Planning, Housing, and Zoning
9/7/2021
County Commissioners Meeting

Item Summary:
Morgan Creek Land Holdings, LLC Request Release of Letter of Credit

ATTACHMENTS:
Description

Bill Mackey, Director, Planning, Housing, and Zoning
9/7/2021
County Commissioners Meeting

Item Summary:
CreaFill Fibers Corp. Request Release of Letters of Credit

ATTACHMENTS:
Description

Myra Butler, Director, Parks and Recreation
9/7/2021
County Commissioners Meeting

Item Summary:
Departmental Update

Employee Handbook
9/7/2021
County Commissioners Meeting

Item Summary:
Employee Handbook Amendment

ATTACHMENTS:
Description

Detention Center
9/7/2021
County Commissioners Meeting

Item Summary:
Correctional Officer Vacancies

ATTACHMENTS:
Description

Parks and Recreation
9/7/2021
County Commissioners Meeting

Item Summary:
Recreation Program Coordinator Vacancy

ATTACHMENTS:
Description

Parks and Recreation
9/7/2021
County Commissioners Meeting

Item Summary:
Full-Time Facility Monitor Vacancy

ATTACHMENTS:
Description

Public Works - Environmental Operations
9/7/2021
County Commissioners Meeting

Item Summary:
Part-Time Recycling Attendant Vacancy

ATTACHMENTS:
Description

Public Works - Roads Division
9/7/2021
County Commissioners Meeting

Item Summary:
MEO I/MEO II Vacancy

ATTACHMENTS:
Description

Public Works - Water and Wastewater Division
9/7/2021
County Commissioners Meeting

Item Summary:
Plant Operator I Vacancy

ATTACHMENTS:
Description

Kent County Circuit Court
9/7/2021
County Commissioners Meeting

Item Summary:
Carpet Replacement

ATTACHMENTS:

Description

Circuit Court Carpet Replacement Bid Tabulation

Kent County Circuit Court Carpet Replacement, Chesapeake Family Flooring Proposal

09.07.21 Contract, By and Between County Commissioners of Kent County and Chesapeake Family Flooring, Carpet Replacement for Kent County Circuit Court

CARPET REPLACEMENT
AT KENT CIRCUIT COURT
PROJECT #BM 22-01

Bid Tabulation
10:00 a.m. Wednesday, August 11. 2021

Bidder	**Bid Amount**
Value 1 Property, LLC 451 N. Hungerford Drive, Suite 119 Rockville, MD 20850	$ 30,875.00*
Chesapeake Family Flooring 7306 Church Hill Road Chestertown, MD 2120	$ 41, 130.24
South River Floors Inc. 2 Maryland Ave., Suite 23 Annapolis, MD 21401	$ 44,962.00
Townhouse Carpets & Interiors. 6710 Oxon Hill Road National Harbor, MD 20745	$ 45,585.00

- **Bidder failed to acknowledge Addendum No. 1. Bidder withdrew bid.**

Recommendation: Award bid to Chesapeake Family Flooring for the bid amount of $41,130.24, being the low bid.

THE COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND

REQUEST FOR PROPOSAL

BM 22-01

FOR

CARPET REPLACEMENT

AT THE

KENT COUNTY CIRCUIT COURT
At
103 N. CROSS STREET
CHESTERTOWN, MD 21620

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

SCHEDULE

BID NUMBER # BM 22-01

Date	Step
July 15, 2021	Begin Newspaper Advertising; Post on eMaryland Marketplace Advantage
August 11, 2021	10:00 a.m. Bid Opening at 709 Morgnec Road.
August 24, 2021	Tentative Award by County Commissioners.

Contents

BID NUMBER # BM 22-01

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SECTION B. BID PROPOSALS AND RELATED MATTERS

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6. Bid Surety
7. Waiver of Technicalities
8. Basis of Award
9. Modification or Withdrawal of Bids
10. Performance and Payment Bonds
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14. Trade and Brand Names
15. Product Literature
16. Exceptions to Bid Specifications
17. Time of Delivery
18. Default in Contracting
19. Payment Terms
20. Kent County Substance Abuse Policy
21. Insurance
22. Immigration Law Compliance
23. Federal Taxpayer Identification Certificate (W-9)

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 removal and disposal of existing carpet, and installation of new carpet in the Kent County Circuit Court, at the Kent County Court House, 103 N. Cross 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 carpet replacement project 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
Fax: 410-778-7424
Email: jwright@kentgov.org

Questions must be received by noon, August 4, 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 August 11, 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 22-01.

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., August 11, 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.

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 22-01
CARPET REPLACEMENT
AT THE
KENT COUNTY CIRCUIT COURT

SPECIFICATIONS

GENERAL

This project involves replacement of existing carpet in the Kent County Circuit Court including Court Room, Judge's Chamber, Administrative Assistant's Office, hallway and stairs. Existing carpet and padding shall be removed and properly disposed and, new carpet and padding installed, including trim pieces. 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.

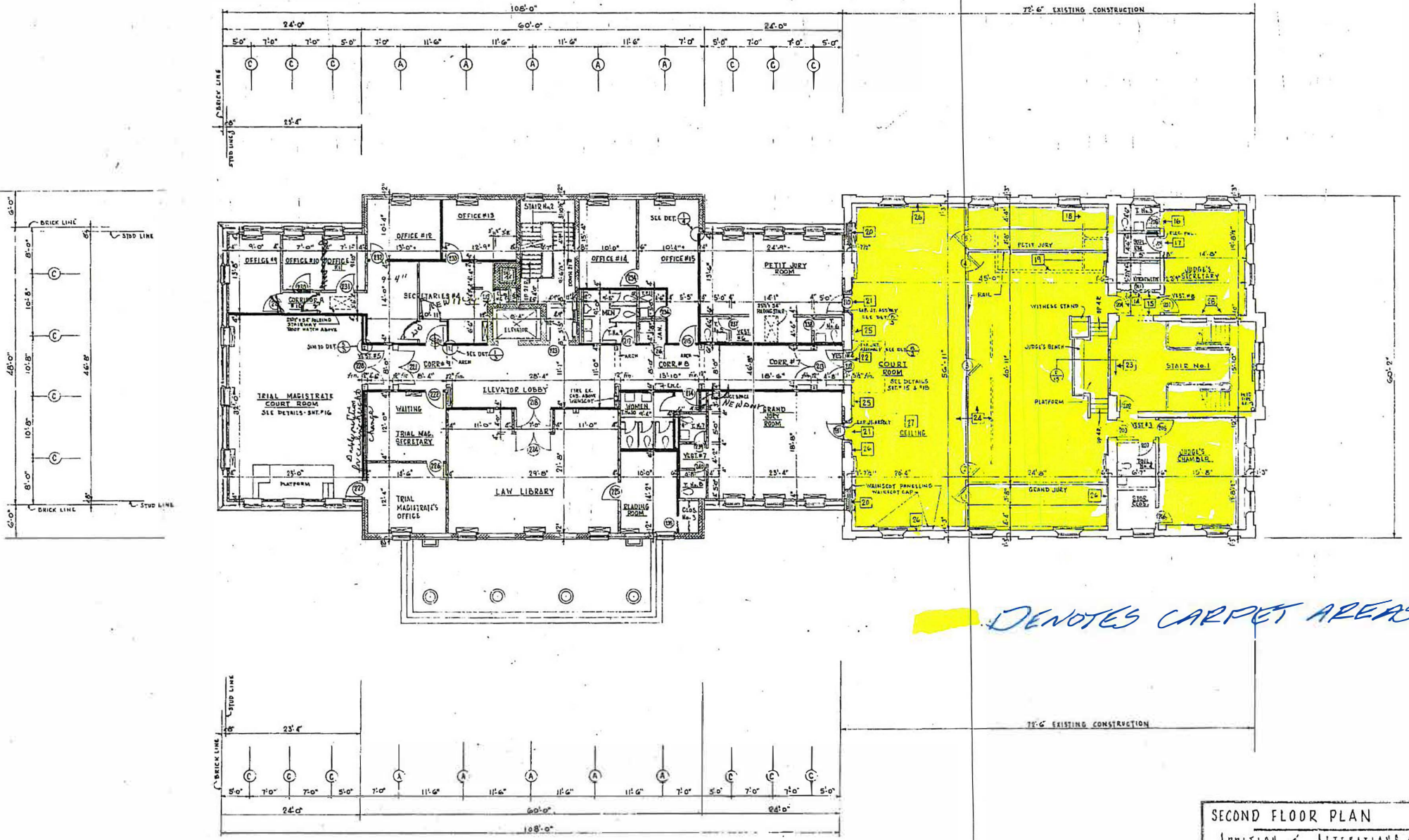
1. All work shall be performed after normal office hours or on weekends.
2. Removing existing Court Room benches and all office furniture for removal of existing carpet, installation of new carpet and padding, and re-installation of benches and furniture shall be included in the bid price.
3. Existing carpet and padding shall be removed from the premises and properly disposed.
4. Any damaged subfloor areas shall be repaired as required to ensure proper carpet installation.

5. Approximately 5,853 s.f. of carpet and padding shall be supplied and installed.
6. Areas to receive new carpet are shown on the attached plans. Bidders shall visit the visit the building to measure the areas and inform themselves of the existing conditions. Bidders shall contact Mr. Robert K. Merritt, Building Maintenance Supervisor, at 410-778-7410, to schedule a site visit.
7. New carpet shall be 26 oz. Quest Ultraloc MB, "Enriched Wisdom", as manufactured by Shaw Industries, or approved equal.
8. 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.

21. REMOVE EXISTING D.H. WINDOWS. EXTEND OPENINGS FOR NEW DOOR ASSEMBLIES No. 210 AND No. 211. FILL ALL VOIDS WITH BLOCKING AND GYPSUM WALLBOARD. FINISH TO MATCH ADJACENT SURFACES.
22. CUT OPENING No. 212 THROUGH EXISTING MASONRY WALL. PROVIDE STEEL LINTELS AS REQUIRED.
23. REMOVE EXISTING DOORS & PANELS. STUD UP OPENING FLUSH WITH COURT ROOM SIDE. FINISH TO MATCH ADJACENT SURFACES.
24. REMOVE EXISTING RAIL, PLATFORM, JUDGES BENCH, FLOORING, ETC. ADJUST FLOOR FRAMING AS REQUIRED TO LEVEL ENTIRE FLOOR. APPLY SHEATHING AND UNDERLAYMENT FOR NEW FLOOR FINISHES. SEE STRUCT. DWGS. AND COURT ROOM DETAILS
25. REMOVE PILASTER PROJECTION TO PLANE OF ADJACENT WALLS. FINISH EXPOSED CONSTRUCTION TO MATCH ADJACENT SURFACES.



DENOTES CARPET AREAS.

SECOND FLOOR PLAN

SCALE - 1/8" = 1'-0"

SECOND FLOOR PLAN
ADDITION & ALTERATIONS TO
KENT COUNTY
COURT HOUSE

SECTION D. BID FORMS

BID NUMBER BM 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

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 4, 2021

RFP # BM 22-01
For
Carpet Replacement
At the
Kent County Circuit Court

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 requirement for a MHIC License is deleted from the requirements. All other business licenses required in the State of Maryland are required. References and evidence of qualifications and experience are required and must be included in the bid submittal.

2. Carpet padding shall be 47 oz. DuraWorx Cushion as manufactured by Patcraft or approved equal.

3. Bidders are responsible for visiting the facility and verifying all conditions and measurements.

Robert Schaeber

STANDARD SEALED BID PRICE SHEET

BID NUMBER BM 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.

TOTAL BID PRICE $ #41,130.24

To begin work as specified in the "Notice to Proceed" and to prosecute said work to complete the contract within 45 calendar days.

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**

I acknowledge addendum # 1

Robert Schauber

STANDARD SEALED BID FORM

BID NUMBER BM 22-01

BIDDER:

AGENT (TYPED): Robert Schauber

FIRM Name: Chesapeake Family Flooring

ADDRESS: 7306 Church Hill Road
Chestertown MD, 21620

TELEPHONE: 410-778-3181

EMAIL: bob@chesapeakeff.com

FAX #: 410-778-6999

Submitted by: _____
(Signature of authorized agent above)

_____, this 26th day of 07 2021.

I acknowledge addendum # 1

Robert Schauber

SIGNATURE FORM

NAME OF BIDDER: Robert Schawber / Chesapeake Family Floors

SIGNATURE OF AUTHORIZED PERSON: [signature]

PRINT AUTHORIZED PERSON: Robert Schawber

TITLE OF AUTHORIZED PERSON: Owner

STREET NAME AND NUMBER: 7306 Church Hill Road

CITY, STATE, ZIP CODE: Chestertown MD 21620

TELEPHONE NUMBER: 410-778-3181

FAX 410-778-6999

E-MAIL bob@chesapeakeff.com

DATE: 07/26/2021

BIDDERS FEDERAL EMPLOYERS IDENTIFICATION NO. 26-2561760

BIDDERS CONTRACTORS LICENSE AND PERMIT NUMBERS:

MHIC# 107324

Duns# 020614902

AFFIDAVIT OF QUALIFICATION TO BID

I HEREBY AFFIRM THAT

1. I am the (Title) Owner and the duly authorized representative of the firm of (Name of Corporation) Chesapeake Family Floors whose address is 7306 Church Hill Road, Chestertown MD. 21620 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) _____

_____

_____

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 07/26/2021

NON-COLLUSION CERTIFICATE

I HEREBY CERTIFY I am the Owner
(Title)

and the duly authorized representative of the firm of Chesapeake Family Eye Center

whose address is 7306 Church Hill Road
Chestertown MD. 21620

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.

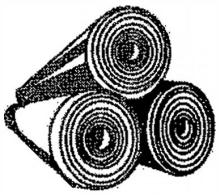
07/26/2021
Date

Signature

07/26/2021
Date

Robert Schaber
Print Name or Type

PROPOSAL



Chesapeake Family Flooring, Inc.

7306 Church Hill Road
Chestertown, MD 21620
(P) 410-778-3181 (F) 410-778-6999
www.chesapeakefamilyflooring.com

MHIC No. 107324

Proposal #: **12164**
SaleDate: **07/23/2021**
Next Install:
Sales Rep: **Bob Schauber**

SOLD TO:

Kent County Court House
103 North Cross Street
Chestertown MD 21620
410-778-7460
410-778-7440

JOB LOCATION

Court Room, Judge's Chamber, Marina's Office, Hall

FINANCING OPTIONS AVAILABLE

	MATERIALS		COMMENTS	QUANTITY	PRICE	TOTAL
1	Quest Ultraloc	Enriched Wisdom	Install double gluedown carpet	5844 SqFt	$3.44	$20,103.36
2	H1000 Adhesive	4 gallon		44 Each	$55.00	$2,420.00
3	DuraWork Cushion	47 oz cushion		5844 SqFt	$0.92	$5,376.48
7	Johnsonite CTA-40-X 1/8" to 1/8" transition	TBD	stair nose in jury booth	5 Each	$75.00	$375.00

	LABOR	COMMENTS	QUANTITY	PRICE	TOTAL
1	Install Carpet	Install double gluedown carpet	5844 SqFt	$1.10	$6,428.40
5	Take Up & Dispose of Gluedown Carpet		5844 SqFt	$0.75	$4,383.00
6	Freight		1 Each	$0.00	$0.00
8	Labor	Move Pews	1 Each	$1,000.00	$1,000.00
9	Install Carpet & Cushion on Standard Steps		36 Each	$29.00	$1,044.00

This estimate does not include the removal and reinstall of the pews.

SubTotal:	**$41,130.24**
Exempt:	**$0.00**
Total:	**$41,130.24**
Payments:	**$0.00**
BALANCE DUE UPON COMPLETION:	**$41,130.24**

A 50% DEPOSIT IS DUE AT THE TIME OF ORDER OR SCHEDULING

(1)All installations are guaranteed for 1 year from the completion date.(2)All estimates are good for 30 days.(3)Materials will be ordered upon acceptance of terms and receipt of 50% deposit, the remaining balance is due upon completion of the job.(4)The Buyer is advised that temperature of the home/building shall be maintained between 65°and 75° and the relative humidity between 35% and 55%.(5)Color match to samples will vary from dye lot to dye lot. Buyer agrees to accept color variances that fall within industry-established ranges.(6)Installers DO NOT move, disconnect, or reconnect gas appliances, icemaker, refrigerators, grand pianos, aquariums, waterbeds, grandfather clocks, antiques, breakables, bedding, draperies, or anything very fragile.(7)We are not responsible for cutting doors. Installers can remove doors to install flooring, but we are not responsible for replacing doors if the new flooring does not provide adequate clearance.(8)Even though the installers will take all normal precautions when new flooring is installed, it may be necessary for the Buyer to touch up the baseboards after install.(9)Where seaming is necessary the carpet/vinyl will be seamed according to the best known method for that material. The visibility of the seam will depend on the type of carpet/vinyl, lighting and direction of seam. Unless otherwise specifically mentioned on the order in writing, seams will be left to the discretion of the installer.(10)Many structural issues cannot be seen until the old flooring is removed. If any issues are found during install such as termite damage or water damaged to the structural subflooring, the install will be stopped until the Buyer is able to remedy the issue.(11) Buyer agrees that Seller is not responsible for delays/failures in delivery or installation caused by reasons beyond the Seller's control such as weather, production delays, shipping delays, etc. Seller is not responsible for any consequential damages or costs arising from the occurrence of any event as described.(12)If the merchandise listed is special ordered or cut from store stock roll, returns and cancellations will not be accepted and no deposits refunded. All special orders must be paid in full, at the time of order. We do not except returns that are under the industry standard 10% waste.(13)If you must reschedule your installation, please notify Seller at least 48 hours before your scheduled visit. If you are not at home or the job is not ready the Buyer will accrue a $100 re-schedule fee.(14)Installation of hardwood, laminate, ceramic, and vinyl requires preparation of the subfloor. The costs for this subfloor preparation are not included in the estimate because these costs can only be determined upon site inspection. Additional labor and materials may be required to remove of existing flooring, removal and replacement of secondary subflooring, and flashing materials. The final labor quote will be submitted for your approval prior to processing your order.(15)Each installation is custom and some may take longer than others. Therefore, it is extremely difficult to determine what time the installers will arrive on the date of installation. Please make arrangements for a responsible adult to be at the jobsite the entire day.(16)PAST DUE INVOICES ARE SUBJECT 1.5% SERVICE CHARGE PER MONTH (ANNUAL RATE 18%).

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.

CONTRACT

THIS CONTRACT, made this 7th 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 Chesapeake Family Flooring, 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 carpet replacement in Kent County Circuit Court, in accordance with the specifications and contract documents entitled "The County Commissioners of Kent County, Maryland, Request For Proposal # BM 22-01, For Carpet Replacement at the Kent County Circuit Court, at 103 N. Cross 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 Forty-Five (45) 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 Forty-One Thousand One Hundred Thirty and 24/100 Dollars ($41,130.24) in conformity with the bid schedule.

6. The contract documents include the following attachment:
    a. Signed Bid Proposal Dated July 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

Sallie Watson

THE COUNTY COMMISSIONERS
OF KENT COUNTY, MARYLAND

By: P. Thomas Mason
P. Thomas Mason, President

Robert N. Jacob, Jr., Member

Ronnie Fithian
Ronald H. Fithian, Member

CHESAPEAKE FAMILY FLOORING

By: Robert Schaubar

Owner
Title

26-2561760
Employer Identification Number

THE COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND

REQUEST FOR PROPOSAL

BM 22-01

FOR

CARPET REPLACEMENT

AT THE

KENT COUNTY CIRCUIT COURT
At
103 N. CROSS STREET
CHESTERTOWN, MD 21620

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

SCHEDULE

BID NUMBER # BM 22-01

Date	Step
July 15, 2021	Begin Newspaper Advertising; Post on eMaryland Marketplace Advantage
August 11, 2021	10:00 a.m. Bid Opening at 709 Morgnec Road.
August 24, 2021	Tentative Award by County Commissioners.

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BID NUMBER # BM 22-01

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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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2. Standard Sealed Bid Form
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5. Affidavit of Qualifications to Bid
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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 removal and disposal of existing carpet, and installation of new carpet in the Kent County Circuit Court, at the Kent County Court House, 103 N. Cross 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 carpet replacement project 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
Fax: 410-778-7424
Email: jwright@kentgov.org

Questions must be received by noon, August 4, 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 August 11, 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 22-01.

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., August 11, 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.

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 22-01
CARPET REPLACEMENT
AT THE
KENT COUNTY CIRCUIT COURT

SPECIFICATIONS

GENERAL

This project involves replacement of existing carpet in the Kent County Circuit Court including Court Room, Judge's Chamber, Administrative Assistant's Office, hallway and stairs. Existing carpet and padding shall be removed and properly disposed and, new carpet and padding installed, including trim pieces. 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. All work shall be performed after normal office hours or on weekends.
2. Removing existing Court Room benches and all office furniture for removal of existing carpet, installation of new carpet and padding, and re-installation of benches and furniture shall be included in the bid price.
3. Existing carpet and padding shall be removed from the premises and properly disposed.
4. Any damaged subfloor areas shall be repaired as required to ensure proper carpet installation.

5. Approximately 5,853 s.f. of carpet and padding shall be supplied and installed.
6. Areas to receive new carpet are shown on the attached plans. Bidders shall visit the visit the building to measure the areas and inform themselves of the existing conditions. Bidders shall contact Mr. Robert K. Merritt, Building Maintenance Supervisor, at 410-778-7410, to schedule a site visit.
7. New carpet shall be 26 oz. Quest Ultraloc MB, "Enriched Wisdom", as manufactured by Shaw Industries, or approved equal.
8. 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.

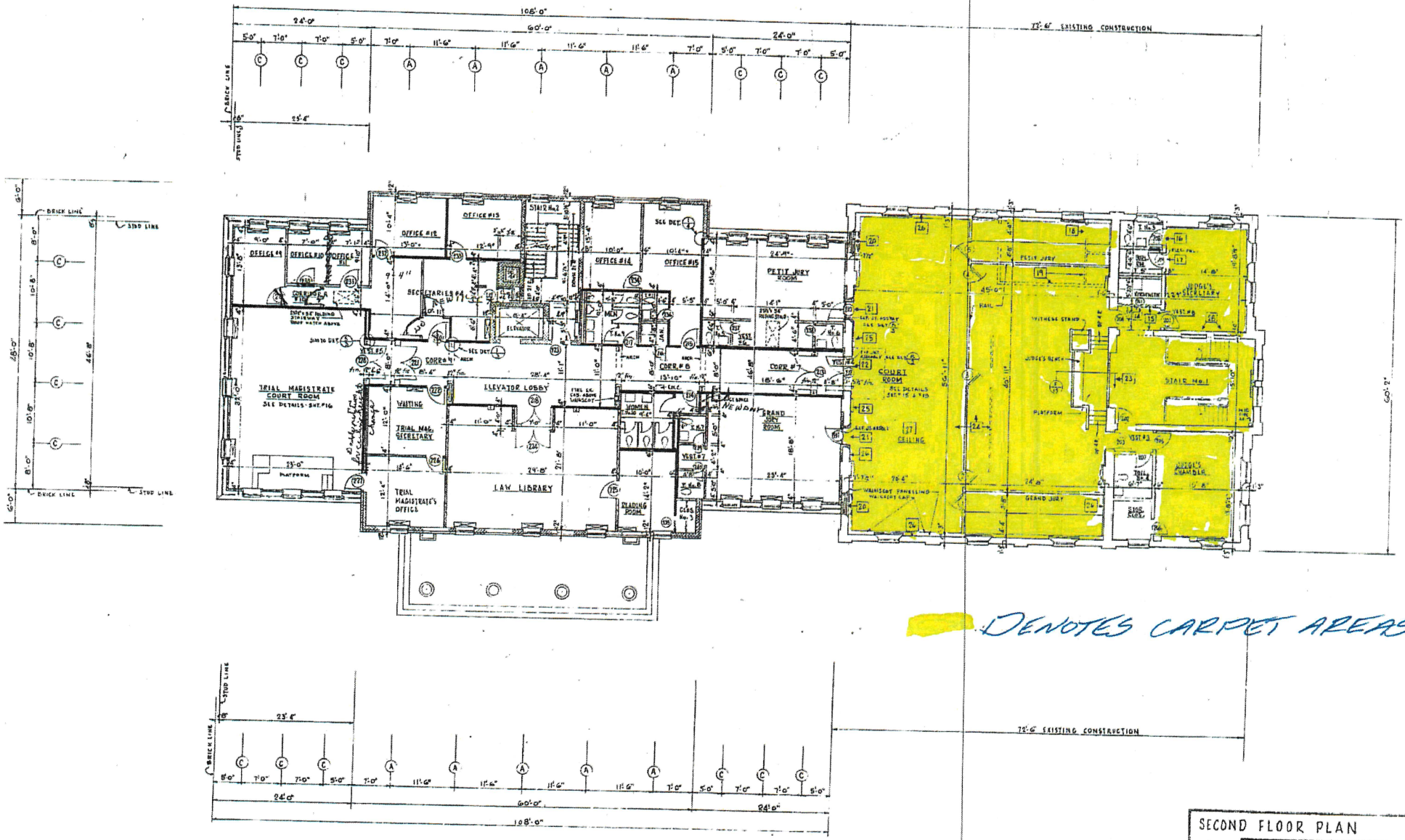
21. REMOVE EXISTING D.H. WINDOWS. EXTEND OPENINGS FOR NEW DOOR ASSEMBLIES No. 210 AND No. 211. FILL ALL VOIDS WITH BLOCKING AND GYPSUM WALLBOARD. FINISH TO MATCH ADJACENT SURFACES.

22. CUT OPENING No. 212 THROUGH EXISTING MASONRY WALL. PROVIDE STEEL LINTELS AS REQUIRED.

23. REMOVE EXISTING DOORS & PANELS. STUD UP OPENING FLUSH WITH COURT ROOM SIDE. FINISH TO MATCH ADJACENT SURFACES.

24. REMOVE EXISTING RAIL, PLATFORM, JUDGES BENCH, FLOORING, ETC. ADJUST FLOOR FRAMING AS REQUIRED TO LEVEL ENTIRE FLOOR. APPLY SHEATHING AND UNDERLAYMENT FOR NEW FLOOR FINISHES. SEE STRUCT. DWGS. AND COURT ROOM DETAILS.

25. REMOVE PILASTER PROJECTION TO PLANE OF ADJACENT WALLS. FINISH EXPOSED CONSTRUCTION TO MATCH ADJACENT SURFACES.



DENOTES CARPET AREAS.

SECOND FLOOR PLAN

SCALE - 1/8" = 1'-0"

SECOND FLOOR PLAN

ADDITION & ALTERATIONS to KENT COUNTY COURT HOUSE

SECTION D. BID FORMS

BID NUMBER BM 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

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 4, 2021

RFP # BM 22-01
For
Carpet Replacement
At the
Kent County Circuit Court

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 requirement for a MHIC License is deleted from the requirements. All other business licenses required in the State of Maryland are required. References and evidence of qualifications and experience are required and must be included in the bid submittal.

2. Carpet padding shall be 47 oz. DuraWorx Cushion as manufactured by Patcraft or approved equal.

3. Bidders are responsible for visiting the facility and verifying all conditions and measurements.

Robert Schaeber

STANDARD SEALED BID PRICE SHEET

BID NUMBER BM 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.

TOTAL BID PRICE $ $41,130.24 .

To begin work as specified in the "Notice to Proceed" and to prosecute said work to complete the contract within 45 calendar days.

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**

I acknowledge addendum # 1

Robert Schaub er

STANDARD SEALED BID FORM

BID NUMBER BM 22-01

BIDDER:

AGENT (TYPED): Robert Schauber

FIRM Name: Chesapeake Family Flooring

ADDRESS: 7306 Church Hill Road
Chestertown MD, 21620

TELEPHONE: 410-778-3181

EMAIL: bob@chesapeakeff.com

FAX #: 410-778-6999

Submitted by: _____
(Signature of authorized agent above)

_____, this 26th day of 07 2021.

I acknowledge addendum # 1

Robert Schauber

SIGNATURE FORM

NAME OF BIDDER: Robert Schawber / Chesapeake Family Flooring

SIGNATURE OF AUTHORIZED PERSON: RS

PRINT AUTHORIZED PERSON: Robert Schawber

TITLE OF AUTHORIZED PERSON: Owner

STREET NAME AND NUMBER: 7306 Church Hill Road

CITY, STATE, ZIP CODE: Chestertown MD 21620

TELEPHONE NUMBER: 410-778-3181

FAX 410-778-6999

E-MAIL bob@chesapeakeff.com

DATE: 07/26/2021

BIDDERS FEDERAL EMPLOYERS IDENTIFICATION NO. 26-2561760

BIDDERS CONTRACTORS LICENSE AND PERMIT NUMBERS:

MHIC# 107324

Duns# 020614902

AFFIDAVIT OF QUALIFICATION TO BID

I HEREBY AFFIRM THAT

1. I am the (Title) Owner and the duly authorized representative of the firm of (Name of Corporation) Chesapeake Family Floors whose address is 7306 Church Hill Road, Chestertown MD, 21620 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) _____

_____

_____

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 07/26/2021

NON-COLLUSION CERTIFICATE

I HEREBY CERTIFY I am the Owner
(Title)

and the duly authorized representative of the firm of Chesapeake Family Floors

whose address is 7306 Church Hill Road
Chestertown MD. 21620

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.

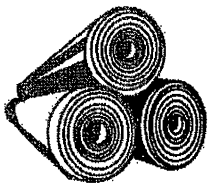
07/26/2021
Date

Signature

07/26/2021
Date

Robert Schaeber
Print Name or Type

PROPOSAL



Chesapeake Family Flooring, Inc.

7306 Church Hill Road
Chestertown, MD 21620
(P) 410-778-3181 (F) 410-778-6999
www.chesapeakefamilyflooring.com

MHIC No. 107324

Proposal #: **12164**
SaleDate: **07/23/2021**
Next Install:
Sales Rep: **Bob Schauber**

SOLD TO:

Kent County Court House
103 North Cross Street
Chestertown MD 21620
410-778-7460
410-778-7440

JOB LOCATION

Court Room, Judge's Chamber, Marina's Office, Hall

FINANCING OPTIONS AVAILABLE

	MATERIALS		COMMENTS	QUANTITY	PRICE	TOTAL
1	Quest Ultraloc	Enriched Wisdom	Install double gluedown carpet	5844 SqFt	$3.44	$20,103.36
2	H1000 Adhesive	4 gallon		44 Each	$55.00	$2,420.00
3	DuraWork Cushion	47 oz cushion		5844 SqFt	$0.92	$5,376.48
7	Johnsonite CTA-40-X 1/8" to 1/8" transition	TBD	stair nose in jury booth	5 Each	$75.00	$375.00

	LABOR	COMMENTS	QUANTITY	PRICE	TOTAL
1	Install Carpet	Install double gluedown carpet	5844 SqFt	$1.10	$6,428.40
5	Take Up & Dispose of Gluedown Carpet		5844 SqFt	$0.75	$4,383.00
6	Freight		1 Each	$0.00	$0.00
8	Labor	Move Pews	1 Each	$1,000.00	$1,000.00
9	Install Carpet & Cushion on Standard Steps		36 Each	$29.00	$1,044.00

This estimate does not include the removal and reinstall of the pews.

SubTotal:	**$41,130.24**
Exempt:	**$0.00**
Total:	**$41,130.24**
Payments:	**$0.00**
BALANCE DUE UPON COMPLETION:	**$41,130.24**

A 50% DEPOSIT IS DUE AT THE TIME OF ORDER OR SCHEDULING

(1)All installations are guaranteed for 1 year from the completion date.(2)All estimates are good for 30 days.(3)Materials will be ordered upon acceptance of terms and receipt of 50% deposit, the remaining balance is due upon completion of the job.(4)The Buyer is advised that temperature of the home/building shall be maintained between 65°and 75° and the relative humidity between 35% and 55%.(5)Color match to samples will vary from dye lot to dye lot. Buyer agrees to accept color variances that fall within industry-established ranges.(6)Installers DO NOT move, disconnect, or reconnect gas appliances, icemaker, refrigerators, grand pianos, aquariums, waterbeds, grandfather clocks, antiques, breakables, bedding, draperies, or anything very fragile.(7)We are not responsible for cutting doors. Installers can remove doors to install flooring, but we are not responsible for replacing doors if the new flooring does not provide adequate clearance.(8)Even though the installers will take all normal precautions when new flooring is installed, it may be necessary for the Buyer to touch up the baseboards after install.(9)Where seaming is necessary the carpet/vinyl will be seamed according to the best known method for that material. The visibility of the seam will depend on the type of carpet/vinyl, lighting and direction of seam. Unless otherwise specifically mentioned on the order in writing, seams will be left to the discretion of the installer.(10)Many structural issues cannot be seen until the old flooring is removed. If any issues are found during install such as termite damage or water damaged to the structural subflooring, the install will be stopped until the Buyer is able to remedy the issue.(11) Buyer agrees that Seller is not responsible for delays/failures in delivery or installation caused by reasons beyond the Seller's control such as weather, production delays, shipping delays, etc. Seller is not responsible for any consequential damages or costs arising from the occurrence of any event as described.(12)If the merchandise listed is special ordered or cut from store stock roll, returns and cancellations will not be accepted and no deposits refunded. All special orders must be paid in full, at the time of order. We do not except returns that are under the industry standard 10% waste.(13)If you must reschedule your installation, please notify Seller at least 48 hours before your scheduled visit. If you are not at home or the job is not ready the Buyer will accrue a $100 re-schedule fee.(14)Installation of hardwood, laminate, ceramic, and vinyl requires preparation of the subfloor. The costs for this subfloor preparation are not included in the estimate because these costs can only be determined upon site inspection. Additional labor and materials may be required to remove of existing flooring, removal and replacement of secondary subflooring, and flashing materials. The final labor quote will be submitted for your approval prior to processing your order.(15)Each installation is custom and some may take longer than others. Therefore, it is extremely difficult to determine what time the installers will arrive on the date of installation. Please make arrangements for a responsible adult to be at the jobsite the entire day.(16)PAST DUE INVOICES ARE SUBJECT 1.5% SERVICE CHARGE PER MONTH (ANNUAL RATE 18%).

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.

Buck Neck Public Landing and Worton Creek Marina
9/7/2021
County Commissioners Meeting

Item Summary:
Lot Line Adjustment

ATTACHMENTS:
Description

FY2022 Blacktop Paving Projects
9/7/2021
County Commissioners Meeting

Item Summary:
Paving Contract Award: Handy Point Rd., Porters Grove Rd. & Shadding Reach Rd.

ATTACHMENTS:

Description

09.07.21 Contract, David A. Bramble, Inc., Porters Grove Road Paving, Under Existing State Highway Contract Number XY8145177

09.07.21 Contract, David A. Bramble, Inc., Paving Various Roads, Shadding Reach Road and Handy Point Road, Under Existing State Highway Contract Number XY8145177

SHA MDOT Contract No. XY8145177

SHA MDOT Notice of Award XY8145177

FY 22 Roads Division Paving Work

David A. Bramble, Inc. General Contractors

410-778-3023 / 410-778-3427 (FAX) • 705 MORGNEC ROAD • P.O. BOX 419 • CHESTERTOWN, MARYLAND 21620

May 7, 2021

To: Kent County Public Works
709 Morgnec Road
Chestertown, MD 21620
PH: 410-778-2600

From: Keith Harris

RE: Porters Grove Road Paving

Attn: Dan Voshell email: dvoshell@kentgov.org.

David A. Bramble, Inc. is pleased to present this price for the paving Porters Grove Road from MD 297 to MD514.

Scope of work:

1. **Porters Grove Road Paving**
   a. **Mobilization/Demobilization:** Mobilization/Demobilization of crew and equipment to perform work.
   b. **Maintenance of Traffic.**: Provide MOT Supervisor, flaggers, signs, and cones to maintain traffic through the work zone.
   c. **9.5mm HMA Surface Paving Wedge and Level:** Pave a compacted 0-1-Inch of 9.5mm hot mix asphalt surface to bring roadway sections back to 2%-Cross Slope. Mill all necessary tie-ins for smooth transition of new asphalt to meet existing structures. Apply Tack per MDOT Standards and Specifications. Limits of wedge and level from MD297 to MD514. Total amount of asphalt required will be approximately 1,450 tons.
   d. **9.5mm HMA Surface Paving:** Pave a compacted 1.5-Inch of 9.5mm hot mix asphalt surface. Mill all necessary tie-ins for smooth transition of new asphalt to meet existing structures. Apply Tack per MDOT Standards and Specifications. Limits of paving are from MD514 to MD297. Total amount of asphalt required is approximately 2,200 tons.

   e. **Initial if work to be performed _____.**

Price: Includes Maintenance of Traffic, labor, equipment, and material to performer work listed below.

Item	Description	Quantity	Unit	Unit Price	Total Price
1	Porters Grove Road Paving	3,650	Ton	$77.00	$281,050.00

Price Excludes:

1. **Excavation, Grading and/or Compaction of Sub-Base.**
2. **Fine Grade.**
3. **Utility location/ Adjustment/ Test Pitting.**
4. **Any engineering for grades, layout, and stakeout.**
5. **Milling Concrete.**
6. **Field in-place compaction and density testing by independent testing agency.**
7. **Proof Rolling.**
8. **Prime Coat.**
9. **Striping.**
10. **Certified Payroll/Davis-Bacon/Prevailing Wages Rates.**
11. **Spray Herbicide to Kill Grass/Weeds Prior to Paving.**
12. **Backing-up edges of new asphalt pavement.**
13. **Asphalt Joint Sealing.**

Terms and Conditions

1. When scheduling, please provide DAB, Inc. three weeks' notice of the intended start date.
2. The pricing herein is for work during the 2021 Construction Season, with completion by December 20, 2021. Any work remaining after December 20, 2021 will be subject to renegotiation.
3. Pricing for this project is based on unit prices. Billing will be based on the actual quantities placed on the project.
4. Any item not specifically referenced in the Scope of Work is excluded from the contract pricing.

5. Pricing does not include any testing, required permits, inspection fees, or bonds of any type.
6. Pricing is based on one mobilization per item. Any additional remobilization will be $1,200/each.
7. Please note, DAB takes no responsibility for the existing condition of the owner's roadways or haul routes, and will not be liable for damages to roadways or haul routes that cannot support the construction equipment required to complete the work.
8. Pricing is based on soils encountered at designed subgrade elevations being suitable to support the proposed improvements. Should this material be determined to be unsuitable, removal and replacement with imported borrow shall be a negotiated extra.
9. Pricing is based on the Maryland Index for Liquid Asphalt in the current month. If the index changes, then a price adjustment will be billed to the customer based on the use of 3.5% liquid asphalt mix in the hot mix asphalt recipe. The current MD Index can be found at http://mdasphalt.org/asphalt-index/.
10. New hot mix asphalt is prone to scuff marks created by automobile tires. This is normal, and the scuff marks will wear off as the asphalt cures and vehicle weight continues to provide residual compaction. To minimize scuff marks, avoid turning vehicle tires while in a parked position, but instead begin to turn while the vehicle is in motion. David A. Bramble, Inc. is not responsible for scuff marks.
11. Please note, Contractor cannot guarantee positive drainage where design elevations yield less than 1.5% slope.
12. David A. Bramble, Inc. will warranty all material and workmanship for 1 year from the date of completion. Warranty does not include materials placed on unsuitable ground, such as areas that are too wet, or areas where the ground yields beneath a loaded dump truck.
13. Price is good for 30 days. A signed proposal or subcontract must be returned to David A Bramble Inc. prior to the start of work.
14. Payment is net 30. Bills left unpaid for over 30 days will be assessed finance charges at a rate of 18% per annum.
15. All executed proposals are subject to the approval of our credit department. Please contact Debbie Glebe at 410-778-3023 to request a credit application.

Thank you for the opportunity to provide you with a price quotation for this project. Should you have any questions, comments, or concerns, please call me at 443-480-2403.

Keith A. Harris
David A. Bramble, Inc.

Acceptance of Proposal – The above prices, specifications and conditions are satisfactory and hereby agreed to and accepted. David A. Bramble, Inc. is authorized to perform the work as specified. Payment will be made as outlined above.

AGREED AND ACCEPTED

By: P. Thomas Mason Date: 09/07/21

Title: President

Please sign and return this proposal by fax, email, or mail to attention Keith Harris at David A. Bramble, Inc.
Fax: 410-778-3427 Email: kharris@davidabrambleinc.com

David A. Bramble, Inc. General Contractors

410-778-3023 / 410-778-3427 (FAX) • 705 MORGNEC ROAD • P.O. BOX 419 • CHESTERTOWN, MARYLAND 21620

February 5, 2021

To: Kent County Public Works
709 Morgnec Road
Chestertown, MD 21620
PH: 410-778-2600

From: Keith Harris

RE: Kent County Various Roads Paving FY2021

Attn: Dan Voshell email: dvoshell@kentgov.org.

David A. Bramble, Inc. is pleased to present this price for the paving various roads in Kent County, MD. Paving limits to match existing stone footprint

Scope of work:

1. **Shadding Reach Road HMA Wedge and Level**
   a. **Mobilization/Demobilization:** Mobilization/Demobilization of crew and equipment to perform work.
   b. **Maintenance of Traffic.:** Provide MOT Supervisor, flaggers, signs, and cones to maintain traffic through the work zone.
   c. **9.5mm HMA Surface Paving Wedge and Level:** Pave a compacted 0-2-Inch of 9.5mm hot mix asphalt surface to bring roadway sections back to 2%-Cross Slope. Mill all necessary tie-ins for smooth transition of new asphalt to meet existing structures. Apply Tack per MDOT Standards and Specifications. Limits of wedge and level are 350'X 20', 1450'X 20' and 800' X 20' area.

   d. **Initial if work to be performed _____.**

2. **Quaker Neck Road HMA Wedge/Level and Surface**
   a. **Mobilization/Demobilization:** Mobilization/Demobilization of crew and equipment to perform work.
   b. **Maintenance of Traffic.:** Provide MOT Supervisor, flaggers, signs, and cones to maintain traffic through the work zone.
   c. **9.5mm HMA Surface Paving Wedge and Level:** Pave a compacted 0-1-Inch of 9.5mm hot mix asphalt surface to bring roadway sections back to 2%-Cross Slope. Mill all necessary tie-ins for smooth transition of new asphalt to meet existing structures. Apply Tack per MDOT Standards and Specifications. Limits of wedge and level from MD289 to Public Landing. Total amount of asphalt required will be approximately 1,300 tons.
   d. **9.5mm HMA Surface Paving:** Pave a compacted 1.5-Inch of 9.5mm hot mix asphalt surface. Mill all necessary tie-ins for smooth transition of new asphalt to meet existing structures. Apply Tack per MDOT Standards and Specifications. Limits of paving are from MD289 to Public Landing. Total amount of asphalt required is approximately 2,100 tons.

   e. **Initial if work to be performed _____.**

3. **Handy Point Road HMA Surface.**
   a. **Mobilization/Demobilization:** Mobilization/Demobilization of crew and equipment to perform work.
   b. **Maintenance of Traffic.:** Provide MOT Supervisor, flaggers, signs, and cones to maintain traffic through the work zone.
   c. **9.5mm HMA Surface Paving:** Pave a compacted 1.5-Inch of 9.5mm hot mix asphalt surface. Mill all necessary tie-ins for smooth transition of new asphalt to meet existing structures. Apply Tack per MDOT Standards and Specifications. Limits of paving are from MD298 to Great Oak Landing Road. Total amount of asphalt required is approximately 2,100 tons.

   d. **Initial if work to be performed _____.**

David A. Bramble, Inc. General Contractors

410-778-3023 / 410-778-3427 (FAX) • 705 MORGNEC ROAD • P.O. BOX 419 • CHESTERTOWN, MARYLAND 21620

Price: Includes Maintenance of Traffic, labor, equipment, and material to performer work listed below.

Item	Description	Quantity	Unit	Unit Price	Total Price
1	Shadding Reach Road HMA Wedge and Level	500	Ton	$93.00	$46,500.00
~~2~~	~~Quaker Neck Landing HMA Wedge/Level and Surface~~	~~3,400~~	~~Ton~~	~~$77.00~~	~~$261,800.00~~
3	Handy Point Road HMA Surface	2,500	Ton	$77.00	$192,500.00
	Total				$500,800.00

- 261,800.00
239,000.00

Price Excludes:

1. **Excavation, Grading and/or Compaction of Sub-Base.**
2. **Fine Grade.**
3. **Utility location/ Adjustment/ Test Pitting.**
4. **Any engineering for grades, layout, and stakeout.**
5. **Milling Concrete.**
6. **Field in-place compaction and density testing by independent testing agency.**
7. **Proof Rolling.**
8. **Prime Coat.**
9. **Striping.**
10. **Certified Payroll/Davis-Bacon/Prevailing Wages Rates.**
11. **Spray Herbicide to Kill Grass/Weeds Prior to Paving.**
12. **Backing-up edges of new asphalt pavement.**
13. **Asphalt Joint Sealing.**

Terms and Conditions

1. When scheduling, please provide DAB, Inc. three weeks' notice of the intended start date.
2. The pricing herein is for work during the 2021 Construction Season, with completion by December 20, 2021. Any work remaining after December 20, 2021 will be subject to renegotiation.
3. Pricing for this project is based on unit prices. Billing will be based on the actual quantities placed on the project.
4. Any item not specifically referenced in the Scope of Work is excluded from the contract pricing.
5. Pricing does not include any testing, required permits, inspection fees, or bonds of any type.
6. Pricing is based on one mobilization per item. Any additional remobilization will be $1,200/each.
7. Please note, DAB takes no responsibility for the existing condition of the owner's roadways or haul routes, and will not be liable for damages to roadways or haul routes that cannot support the construction equipment required to complete the work.
8. Pricing is based on soils encountered at designed subgrade elevations being suitable to support the proposed improvements. Should this material be determined to be unsuitable, removal and replacement with imported borrow shall be a negotiated extra.
9. Pricing is based on the Maryland Index for Liquid Asphalt in the current month. If the index changes, then a price adjustment will be billed to the customer based on the use of 3.5% liquid asphalt mix in the hot mix asphalt recipe. The current MD Index can be found at http://mdasphalt.org/asphalt-index/.
10. New hot mix asphalt is prone to scuff marks created by automobile tires. This is normal, and the scuff marks will wear off as the asphalt cures and vehicle weight continues to provide residual compaction. To minimize scuff marks, avoid turning vehicle tires while in a parked position, but instead begin to turn while the vehicle is in motion. David A. Bramble, Inc. is not responsible for scuff marks.
11. Please note, Contractor cannot guarantee positive drainage where design elevations yield less than 1.5% slope.
12. David A. Bramble, Inc. will warranty all material and workmanship for 1 year from the date of completion. Warranty does not include materials placed on unsuitable ground, such as areas that are too wet, or areas where the ground yields beneath a loaded dump truck.
13. Price is good for 30 days. A signed proposal or subcontract must be returned to David A Bramble Inc. prior to the start of work.
14. Payment is net 30. Bills left unpaid for over 30 days will be assessed finance charges at a rate of 18% per annum.
15. All executed proposals are subject to the approval of our credit department. Please contact Debbie Glebe at 410-778-3023 to request a credit application.

David A. Bramble, Inc. General Contractors

410-778-3023 / 410-778-3427 (FAX) • 705 MORGNEC ROAD • P.O. BOX 419 • CHESTERTOWN, MARYLAND 21620

Thank you for the opportunity to provide you with a price quotation for this project. Should you have any questions, comments, or concerns, please call me at 443-480-2403.

Keith A. Harris
David A. Bramble, Inc.

Acceptance of Proposal – The above prices, specifications and conditions are satisfactory and hereby agreed to and accepted. David A. Bramble, Inc. is authorized to perform the work as specified. Payment will be made as outlined above.

AGREED AND ACCEPTED

By: P. Thomas Mason Date: 09/07/21

Title: President

Please sign and return this proposal by fax, email, or mail to attention Keith Harris at David A. Bramble, Inc.
Fax: 410-778-3427 Email: kharris@davidabrambleinc.com

MARYLAND DEPARTMENT OF TRANSPORTATION

STATE HIGHWAY ADMINISTRATION

Maryland Department of Transportation

State Highway Administration
Baltimore, Maryland
Invitation for Bids

Contract No. XY8145177
F.A.P No. AC-STBG-NHPP-000B(359)E

Mill, Grind, Patch and Resurface Pavement at

Various Locations in Kent County

Area Wide

Disadvantaged/ Minority Business Enterprises are encouraged to respond to this Solicitation Notice.

The State Highway Administration will only be responsible for the completeness of documents, including all addenda, obtained directly from posting on
eMaryland Marketplace Advantage and BidX.com.
Failure to complete the Addendum Receipt Verification Form may cause the bid to be irregular.

VENDOR I.D. NUMBER

_____

S.H.A. USE ONLY

MARYLAND DEPARTMENT OF TRANSPORTATION

STATE HIGHWAY ADMINISTRATION

Maryland Department of Transportation

State Highway Administration
Baltimore, Maryland
Invitation for Bids

Contract No. XY8145177
F.A.P No. AC-STBG-NHPP-000B(359)E

Mill, Grind, Patch and Resurface Pavement at

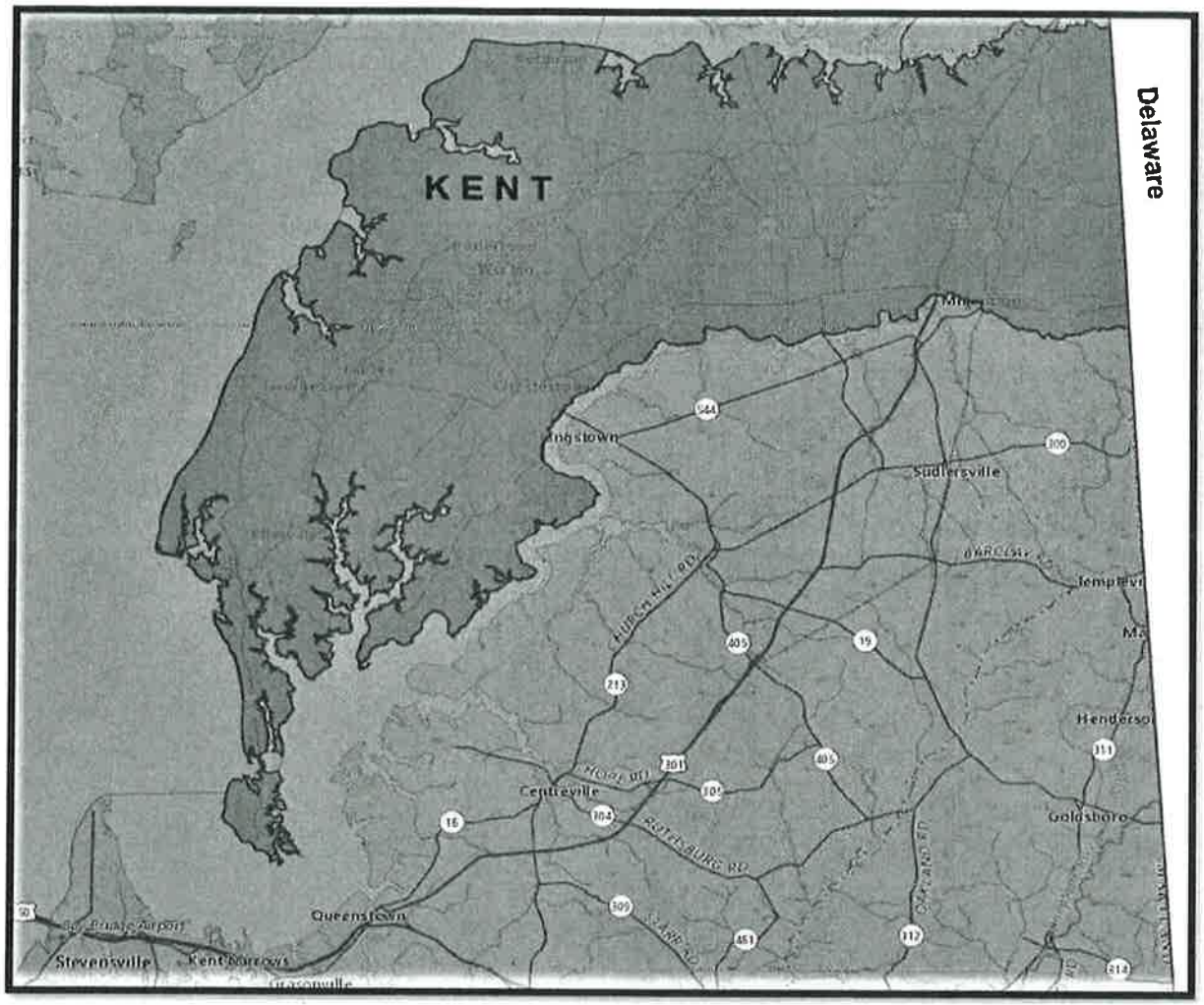
Various Locations in Kent County

Area Wide

NOTICE TO BIDDERS

A "Pre-Bidding Session" will not be held for this project.

S.H.A. CONTRACT NO. XY8145177
FEDERAL AID PROJECT NO. AC-STBG-NHPP-000B(359)E



SCALE: NONE LOCATION MAP KENT COUNTY

"I/We hereby certify that any clearing, grading construction and/or development will be done pursuant to this plan and that any responsible personnel involved in the construction project will have a certificate of attendance at a Maryland Department of the Environment approved training program for the control of erosion and sediment before beginning the project."

"I hereby authorize the right of entry for periodic on-site evaluation by State of Maryland, Department of the Environment, compliance inspectors."

REVIEWED AND APPROVAL RECOMMENDED **DATE**

Thomas Rutter FOR 12/11/19

DISTRICT ENGINEER/DIVISION CHIEF

APPROVAL RECOMMENDED **DATE**

1/27/2020

DIRECTOR, OFFICE OF HIGHWAY DEVELOPMENT

APPROVED **DATE**

27 Jan 2020

DEPUTY ADMINISTRATOR/CHIEF ENGINEER FOR PLANNING, ENGINEERING, REAL ESTATE, AND ENVIRONMENT

NOTICE TO CONTRACTORS

Online Training Resources for Electronic Bidding

If you are a Contractor who is new to Maryland or are unfamiliar with the electronic bidding process, please visit Bid Express at https://www.bidx.com/site/trainingcenter and review the training materials first.

The Training Center offers a variety of videos and transcripts that include step-by-step guidance on topics such as; setting up a Bid Express account, creating a Digital ID, utilizing AASHTOWare Project Bids™ Bidding Component, downloading contract documents, bid submissions, and more.

Please note that the Maryland Department of Transportation State Highway Administration (MDOT SHA) does not use Trns*Port Expedite and also does not use Small Business Network for our electronic bidding.

After visiting the Training Center, if you have additional questions or concerns, please see our Frequently Asked Questions Notice to Contractors or contact MDOT SHA's Bid Express Team by phone at (410) 545-8840 or by email at mdotshabidx@mdot.maryland.gov

NOTICE TO CONTRACTORS

How to obtain potential bidder's list?

A Bidder's List for this solicitation is available on the Bid Express website, (https://www.bidx.com/site/home). To view this:

- Visit the BidX website listed above;
- On the menu bar across the top, select the "Lettings" tab;
- Select the desired Letting Date from the List of Lettings;
- Select the desired Proposal;
- On the right-hand side, under "Also Available" select "Plan Holders/Eligible Bidders."
- To access contact information for "Plan Holders", select "Export (csv)" and open or save the file created from this action. Note, if no "Plan Holders" are listed, the file will be blank. "Voluntary Plan Holder" contact information is available on the page.

NOTICE TO CONTRACTORS

Frequently Asked Questions - General

Q1: Whom should I contact for technical issues related to eMMA or BidX?

A1: Contact eMaryland Helpdesk at (410) 767-1492 for questions regarding eMaryland Marketplace Advantage website. Contact Bid Express at (888) 352-2439 or at customer.support@bidx.com for questions about ".ebsx" files or electronic bidding.

Q2: Will the quantities file be provided for projects that advertise on BidX?

A2: The quantities file ("qty.z") will no longer be provided. The information from the ".ebsx" file can be exported from the AASHTOWare Project Bids™ Bid Component software to csv or tab separated format.

Q3: What is my vendor-id/ bidder-id to register on BidX?

A3: In most cases, the vendor-id is the letter 'V' followed by your firm's FEIN without any dashes or spaces. Before requesting to bid in Maryland, please contact us at (410) 545-8840 or MdotSHABidX@sha.state.md.us to reconfirm your vendor-id/bidder-id.

Q4: Whom do I contact for billing and subscription questions?

A4: Please contact Bid Express Customer Support by phone at (888) 352-2439 or by email at customer.support@bidx.com.

Frequently Asked Questions – Accessing Materials

Q5: Where can I retrieve the contract documents?

A5: All contract documents may be downloaded from eMaryland Marketplace Advantage free of charge. The same documents are provided on Bid Express for subscribed vendors as well. However, if you wish to bid on a contract, you must be registered with Bid Express and have a basic subscription that allows you to submit bids.

Q6: How can I view the ".ebsx" file?

A6: You may download the free AASHTOWare Project Bids™ Bid Component software from https://bids.cloverleaf.net/. This software must be installed locally on your computer. Please note that MDOT SHA does not use Trns*Port Expedite® for bidding purposes.

Q7: How do I save the .ebsx and .00#x files?

A7: **Please select the .ebsx and .00#x files, or the Zip File for the proposal. The files must be saved in the same location (i.e., folder) and saved locally on your computer, not on a network drive.**

Q8: Where do I find the Proposal Form Packet and Schedule of Prices?

A8: **The Schedule of Prices and Proposal Form Packet are now condensed into a single file that ends with ".ebsx", this is posted as a contract document at advertisement. For example, a contract PG6185170, the Proposal Form Packet and the Schedule of Prices file would be in a file titled PG6185170.ebsx.**

Q9: How are contract addenda changes posted for electronic bidding projects?

A9: **Every contract addendum will have an accompanying addendum letter and a file that is named ContractNumber.00#x where 00# refer to the number of addenda or amendments. Prior to submitting your bid, ALL addenda files must be downloaded. These amendment file(s) is (are) to be stored in the same location as the ".ebsx" file. The changes due to addendum are described in the accompanying addendum letter. Using the AASHTOWare Project Bids™ Bid Component software you can open the ContractNumber.ebsx file and the software will automatically compile all the addenda changes.**

Q10: What do I do when the file has a "~" in the filename?

A10: **Occasionally the ".ebsx" file posted on eMMA will have '~' in the filename; if this occurs, you must download the file to the computer and rename it to "ContractNumber.ebsx" for it to work properly. For example, if you encounter a filename titled PG6185170~2.ebsx on eMMA, then download the file and rename it to PG6185170.ebsx. Similarly, if you encounter a file name titled PG6185170~1.003x on eMMA, then download the file and rename it to PG6185170.003x.**

Frequently Asked Questions – Bidding

Q11: Do I need an account with Bid Express to bid?

A11: **Yes, Bid Express requires at a minimum a basic subscription. For more information regarding subscription packages and fee, please visit** https://bidx.com/site/static?page=fees**.**

Q12: How and where do we submit bids?

A12: **Please refer to the project advertisement on where to submit bids.**

Bids are filled out and submitted via the AASHTOWare Project Bids™ Bid Component software, using the Bid Express service. Please completely fill out the Proposal Form Packet and Schedule of Prices in the software to submit the bid. Once the bid is complete, please click on the lightning bolt button at the top of the page or

select Submit Bid from the Tools menu, and start the Bid Submission Wizard to submit the bid.

More information on submitting bids electronically is available at the following location: https://www.bidx.com/site/trainingcenter where tutorial videos are available.

Q13: Can I revise a bid I have already submitted it? If so, how can I revise my bid?

A13: Yes, you may revise a bid that has been previously submitted. However, you may only revise bids prior to noon of the letting date. Once noon on the letting date has passed, bids may no longer be revised or withdrawn and will be processed as submitted.

If you wish to revise your bid, simply open the proposal using the AASHTOWare Project Bids™ Bid Component software and make your revisions. Please note when resubmitting your bid, you must re-attach all attachments. Re-attaching attachments means navigating to EVERY attachment location in the ".ebsx file" and re-selecting the attachment using the 'Browse' button, prior to re-submission.

Q14: If I am not the apparent low bidder, am I required to deliver the original proposal guaranty/ bid security to MDOT SHA?

A14: Yes, unless the bid security is electronically verifiable, all bidders must submit the original bid security per GP-2.08.

Q15: Is it acceptable to use a paper bid bond as a bid security?

A15: No.

Q16: Must I submit bid security for every project?

A16: Yes, unless specified otherwise.

NOTICE TO CONTRACTORS

CARGO PREFERENCE ACT (CPA)

All Contractors and Sub-Contractors are to be in compliance with the requirements of 46 CFR Part 381 and incorporate by reference the recommended clauses in 46 CFR 381.7(a)-(b) - ("Contractor and Subcontractor Clauses. "Use of United States-flag vessels")

(a) Agreement Clauses. "Use of United States-flag vessels:

"(1) Pursuant to Pub. L. 664 (43 U.S.C. 1241(b)) at least 50 percent of any equipment, materials or commodities procured, contracted for or otherwise obtained with funds granted, guaranteed, loaned, or advanced by the U.S. Government under this agreement, and which may be transported by ocean vessel, shall be transported on privately owned United States-flag commercial vessels, if available.

"(2) Within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (a)(1) of this section shall be furnished to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development. Maritime Administration, Washington, DC 20590."

(b) Contractor and Subcontractor Clauses. "Use of United States-flag vessels: The contractor agrees-

"(1) To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment. material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.

"(2) To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States. a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b) (1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.

"(3) To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract".

Guidance documents for this requirement, including the 12/11/2015 policy memo, the 12/8/2015 legal opinion and a page of Q&A's are available on the CPA construction Program Guidance page:

https://www.fhwa.dot.gov/construction/cqit/cargo.cfm

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

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ELECTRONIC BIDDING
INSTRUCTIONS AND REQUIREMENTS FOR ELECTRONIC BIDDING

Electronic Bidding Documents

All bidding documents for XY8145177 referred herein that discuss paper or hardcopy submittals are to be construed to mean electronically submitted.

Contract Documents

The Administration will continue to advertise projects on the eMaryland Marketplace Advantage (eMMA) website. The address for this website is https://procurement.maryland.gov. The eMaryland Marketplace Advantage is an electronic commerce system administered by the Maryland Department of General Services. Members of the public, bidders, subcontractors and suppliers may continue to access the project contract documents through this website at no charge. All associated materials, the solicitation, the summary of pre-bid meetings, bidder's questions and the Procurement Officers responses, Addenda, and other solicitation related information will be provided on eMMA. In order to obtain updates and contract addenda, bidders must register on eMMA. The registration on eMMA is free. Should you have any questions regarding registration, please call the eMMA Help Desk at 410-767-1492. The project contract documents are also available on the Bid Express website located at https://www.bidx.com/maryland/main for a subscription fee.

Bidders must use the electronic bid forms provided by the Administration to submit bids. The forms are available on the appropriate sections of the eMMA and on Bid Express websites. Paper bids will not be accepted for this contract. It is the bidder's responsibility to ensure that they download the complete official Bid Proposal Form ('.ebsx' file) and any amendment files ('.NUMx') associated with that specific Bid Proposal Form. Amendment files ('.NUMx') are posted to the Bid Express and eMMA websites when there is a change to the Bid Proposal Form, including a letting date change. The Administration is not liable for the bidder's failure to download the complete contract documents, the official Bid Proposal Form ('.ebsx' file) or the amendment files ('.NUMx').

Bid Preparation

AASHTOWare Project Bids™ Bid Component software is required to view, prepare and submit the bid (proposal form packet). The AASHTOWare Project Bids™ Bid Component is available at https://bids.cloverleaf.net/ for download and use at no charge. The AASHTOWare Project Bids™ Bid Component detailed instructions for set up and installation are available at:

https://www.infotechfl.com/downloads/bidx/Quick_Start_bidding_w_AASHTOWare_Project_Bids_Bid.pdf.

Bid Submittal – Registration and Paid Subscription is Required

In order to submit bids, bidders must: designate an individual to submit bids on behalf of the bidding entity, register with Bid Express, during registration select Maryland Department of Transportation as the referring Agency, have a paid subscription to Bid Express' Internet Bidding Service, obtain an Info Tech Digital ID and request to bid in Maryland. The designated individual must be authorized, pursuant to the effective legal documents of the bidding entity, to sign and submit binding legal documents on behalf of the bidding entity.

Payment of a Bid Express subscription is required to submit a bid. For current fee schedules please visit https://www.infotechfl.com/legal/fee_schedule. All fees are payable to Bid Express. Potential bidders are encouraged to register in advance with Bid Express as the registration process and the Digital ID creation at least 7 business days. For more information about Bid Express registration and subscription, please visit https://www.bidx.com/site/registration. Bidders may call or email the Bid Express Customer Support Team at 888-352-BIDX (2439) or at customer.support@bidx.com for assistance with registration.

All bids must be submitted to https://www.bidx.com/maryland/main. A bid extension will not be granted for delays in registration, for errors in submission of electronic bids or for unsuccessful or incomplete transmission of bids to Bid Express. Bid submittal shall be in accordance with TC-2.05.

Bid Completeness and Accuracy

Bidders are solely responsible to review, understand and adhere to all bid instructions, requirements and specifications. Due to inherent limitations, the AASHTOWare Project Bids™ Bid Component software cannot identify all bid proposal errors and omissions. Bidders shall not rely on this software or the Bid Express website to identify errors and omissions in their bid proposal. Any feedback from the AASHTOWare Project Bids™ Bid Component software including, but not limited to, the green check marks and red exclamation marks does not validate, or otherwise indicate completeness or responsiveness of the bid proposal. Transmission of the bid proposal and MBE/ DBE forms to Bid Express does not imply that the submitted bid package is free of errors and omissions or that the submitted bid is susceptible to award. Bidders are responsible for completeness and accuracy of their bid proposals and MBE/ DBE forms.

Bid Security / Proposal Guaranty – Electronic Verification

Bid Express permits bidders to have electronic bid bond verification. The Administration will accept electronic bid bond verification. The two companies that provide electronic bid bond verification are Insure Vision and Surety 2000. For information on Insure Vision please visit http://web.insurevision.com. For information on Surety 2000 please visit http://surety2000.com. For additional information see GP-2.07.

Bid Opening and Requirements.

Bid Opening shall be in accordance with GP-2.13.

CONTRACTOR REGISTRATION REQUIREMENTS

On all Federal-Aid funded contracts, the Administration is requiring that Contractors have an active Dun and Bradstreet Data Universal Numbering System (DUNS) and be registered in the Central Contract Registration (CCR) database prior to Award of Contract.

The Contractor DUNS number is a unique nine-digit number issued by Dun & Bradstreet, followed by the optional 4 digit DUNS Plus number (reported as "999999999.9999"). A DUNS number can be obtained on-line at http://fedgov.dnb.com/webform.

The Central Contractor Registration (CCR) is no longer the primary registrant database for the U.S. Federal Government.

The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS. There is NO fee to register for this site. Entities may register at no cost directly from this page. User guides and webinars are available under the Help tab. Contractors can now register on-line at https://www.sam.gov.

NOTICE TO ALL HOLDERS OF THIS CONTRACT DOCUMENT

MARYLAND MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MdMUTCD) REQUIREMENTS

The 2011 Maryland Manual on Uniform Traffic Control Devices (MdMUTCD) is the legal State standard for traffic control devices. All traffic control devices (temporary or permanent) utilized on Administration projects shall be in conformance with the requirements provided in the 2011 Edition of the Administration's MdMUTCD for Streets and Highways.

NOTICE TO ALL HOLDERS OF THIS CONTRACT DOCUMENT

NATIONAL COOPERATIVE HIGHWAY RESEARCH PROGRAM (NCHRP) REPORT 350 AND THE MANUAL FOR ASSESSING SAFETY HARDWARE (MASH) COMPLIANCE FOR DEVICES USED IN THE MAINTENANCE OF TRAFFIC AND TRAFFIC CONTROL

Except as otherwise specified in this section, all temporary and permanent highway safety features, including longitudinal barriers, transitions, end terminals, crash cushions, breakaway/yielding supports, truck-mounted attenuators, and work zone traffic control devices, shall meet values recommended when applicable tests are performed for evaluation criteria for the respective evaluation factors, as defined in NCHRP Report 350, or the MASH 2016, as noted herein. When conformance with NCHRP Report 350 or MASH 2016 is required, provide the Engineer with the manufacturers' certifications that the devices comply with the specified criteria. All temporary and permanent highway safety features shall comply with MASH 2016 criteria by the relevant dates noted below.

TEMPORARY INSTALLATIONS FOR MAINTENANCE OF TRAFFIC

The implementation dates below apply to temporary work zone roadside safety hardware and devices.

Temporary work zone devices, including Category 1, 2, 3 and 4 devices manufactured after 12/31/2019, when applicable, must be successfully tested to the 2016 edition of MASH. Relevant devices manufactured on or before 12/31/2019, and successfully tested to NCHRP 350, the 2009 edition of MASH, or otherwise authorized, may continue to be used.

Unless specifically waived in the Contract Documents, only devices approved on Qualified Product List by the Administration may be used.

Category 1 Devices

These devices include cones, tubular markers, flexible delineator posts, and drums, none of which have any accessories or attachments, and are used for channelization and/or delineation.

Category 2 Devices

These devices include Type I, II, and III barricades, portable sign supports with signs, intrusion alarms, and vertical panels. Category 1 devices, such as drums or cones, that are modified with accessories or attachments shall be considered Category 2 devices.

Category 3 Devices

(a) Truck Mounted Attenuators (TMAs) and Trailer Truck Mounted Attenuators (TTMAs).

(b) Temporary Barrier.

(1) Concrete Barrier.

(2) Traffic Barrier W-Beam and Water Filled Barrier.

(3) Steel/Aluminum Barrier.

(c) Temporary End Treatments.

Category 4 Devices

These devices include area lighting supports, arrow panels, and portable variable message signs that may be portable or trailer-mounted.

Use of Category 4 devices shall comply with the provisions of Part 6 of the MD MUTCD.

PERMANENT ROADSIDE HARDWARE INSTALLATION

The implementation dates below apply to both new and replacement installations of roadside safety hardware on National Highway System (NHS) roadways except when a waiver is approved by FHWA

December 31, 2017: Contracts with bid openings after this date shall meet MASH 2016 testing criteria for all installations and replacements of W-beam barriers and cast-in-place concrete barriers as specified in Contract Documents.

June 30, 2018: Contracts with bid openings after this date shall meet MASH 2016 testing criteria for all installations and replacements of W-beam tangent terminals as specified in Contract Documents.

December 31, 2018: Contracts with bid openings after this date shall meet MASH 2016 testing criteria for all installations and replacements of crash cushions.

December 31, 2019: Contracts with bid openings after this date shall meet testing criteria as defined in MASH 2016 guidelines for all new permanent installations and full replacements of bridge rail, transitions, all other longitudinal barrier (including portable barriers installed permanently), other W-beam terminals (such as double-sided or median terminals, flared terminals, and terminals installed on a flare), sign supports, cable barrier, cable barrier terminals, all other terminals, and all other breakaway hardware as specified in Contract Documents.

OCCUPYING WETLANDS

The Contractor is hereby alerted to the importance of preserving wetland areas. The Administration, in conjunction with the various environmental agencies, has developed these Contract Documents so as to minimize or eliminate disturbance and damage to existing wetland areas. In order to accomplish this, the following must be rigidly adhered to:

(a) Prior to performing any work on the project, the areas of wetland will be identified and marked as directed by the Administration. All personnel of the Contractor or sub-contractors shall be alerted to these designated areas.

(b) The Contractor or sub-contractors shall not impact any wetland or waterway, whether it be permanently or temporarily unless otherwise stipulated in the permit application and approved as an authorized action by the appropriate regulatory agency. No fill shall be placed in these areas without a permit.

(c) If a Contractor or sub-contractor has to impact a wetland or waterway that is not covered by an existing wetland permit, they shall immediately notify the Engineer. The Engineer will notify the Environmental Programs Division to determine the extent of any permit modification. At that time the Environmental Programs Division will request a permit modification or submit a permit application.

(d) If the Contractor impacts any wetland or waterway for which they do not have a wetland permit, they shall be responsible for restoring the wetland areas and possibly mitigating the wetland impacts to the full satisfaction of the environmental agencies, which could include monetary compensation.

(e) The cost of restoration and mitigation of the impacted areas shall be at no additional cost to the Administration.

The importance of not abusing the wetland areas cannot be overemphasized. Abuse of wetland areas could jeopardize the operation of the total Contract and could be cause for a shut-down. If a shut-down occurs because of the Contractor's failure to secure the required permits (i.e. the Contractor’s method of work includes impacts not approved by previously acquired permits), the Contractor’s negligence or operations, all costs and damages to the Contractor and to the State will be at no additional cost to the Administration. Noncompliance with these requirements will not be considered for an extension of Contract time.

REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS

I. General
II. Nondiscrimination
III. Nonsegregated Facilities
IV. Davis-Bacon and Related Act Provisions
V. Contract Work Hours and Safety Standards Act Provisions
VI. Subletting or Assigning the Contract
VII. Safety: Accident Prevention
VIII. False Statements Concerning Highway Projects
IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
X. Compliance with Governmentwide Suspension and Debarment Requirements
XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding $10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the

provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work

classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding $2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 “Contract provisions and related matters” with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH–1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b.(1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for

determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g. , the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed,

as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity

requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contacting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term “perform work with its own organization” refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
(2) the prime contractor remains responsible for the quality of the work of the leased employees;
(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost $25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1**. Instructions for Certification – First Tier Participants:**

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. “First Tier Covered Transactions” refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. **Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. “First Tier Covered Transactions” refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed $100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

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

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

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

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such recipients shall certify and disclose accordingly.

AFFIRMATIVE ACTION REQUIREMENTS
UTILIZATION OF DISADVANTAGED BUSINESS ENTERPRISES
FOR FEDERAL-AID CONTRACTS

CONTRACT GOALS

FOR THE PURPOSE OF THIS CONTRACT, A GOAL OF **4** PERCENT HAS BEEN ESTABLISHED FOR SOCIALLY AND ECONOMICALLY DISADVANTAGED BUSINESSES THAT ARE OWNED AND CONTROLLED BY – THOSE INDIVIDUALS WHO ARE BLACK AMERICANS, HISPANIC AMERICANS, ASIAN-PACIFIC AMERICANS, SUBCONTINENT ASIAN AMERICANS, NATIVE AMERICANS, OR WOMEN PURSUANT TO THE MARYLAND DEPARTMENT OF TRANSPORTATION (MDOT) MINORITY BUSINESS ENTERPRISE PROGRAM:

It is the policy of the Maryland Department of Transportation that disadvantaged business enterprises as defined in 49 CFR Part 26 and the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU) shall have an equal opportunity to participate in the performance of the contracts financed in whole or in part with Federal funds under these agreements. Consequently, the disadvantaged business enterprise requirements of 49 CFR Part 26 and SAFETEA-LU apply to this agreement.

The bidder agrees to ensure that disadvantaged business enterprises as defined in 49 CFR Part 26 and SAFETEA-LU have an equal opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. In this regard, all bidders shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 and SAFETEA-LU to ensure that disadvantaged business enterprises have an equal opportunity to compete for and perform on Federally funded contracts.

The Maryland State Highway Administration, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC§§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award. "

A. GENERAL

For the purpose of these requirements, the following terms as defined below shall apply:

Administration Representative – A DBE/MBE Officer or employee of an Administration who enforces the laws and regulations pertaining to disadvantaged and minority business enterprise and contract compliance.

Affirmative Actions – Specific steps taken to eliminate discrimination and its effects, to ensure nondiscriminatory results and practices in the future, and to involve disadvantaged and minority business enterprises fully in contracts and programs.

Business Enterprises – Any legal entity which is organized in any form other than as a joint venture (e.g., sole proprietorship, partnership, corporation, etc.) to engage in lawful commercial transactions.

Certified Business – A business which by order of the Chair/MBE Advisory Council or his/hers designee, has been certified as a bona fide DBE/MBE. MDOT certification does not equate to a pre-qualification status.

DBE – Disadvantaged Business Enterprise – Reference 49 CFR, Part 26, Subpart A) a small business concern: (1) which is at least 51 percent owned by one or more socially and economically disadvantaged individuals. Where stock ownership is involved, the disadvantaged owner(s) shall own at least 51 percent of each class of voting stock and at least 51 percent of the aggregate of all classes of stock that have been issued (also applies to publicly owned businesses); and (2) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who have ownership. In this specification the terms MBE and DBE have the same meaning.

DBE/MBE Directory – A compilation of businesses certified by MDOT as disadvantaged, minority, or socially and economically disadvantaged businesses. The directory will be published annually with quarterly supplements. It will also be provided in automated format and on the Internet to be updated as changes are made.

DBE/MBE Participation Packet – The documents submitted by the bidder or proposer pursuant to the appropriate special bid provisions. The DBE/MBE Participation Packet consists of the Certified DBE Utilization and Fair Solicitation Affidavit and the DBE Participation Schedule, both of which must be submitted with your bid or initial price proposal. The DBE Participation Packet also includes the following documents, which shall be submitted after bids or proposals are opened: Outreach Efforts Compliance Statement (MDOT-OP-018-2), DBE Subcontractor Project Participation Affidavit (MDOT-OP-019-2), MDOT Joint Venture Disclosure Affidavit (D-EEO-006), and Minority Contractor Unavailability Certificate (OOC46).

DBE/MBE Program – A program developed by MDOT to implement the requirements of Title 14, Subtitle 3 of the State Finance and Procurement Article, Annotated Code of Maryland; Title 10, Subtitle 3 of the State Finance and Procurement Article of the Annotated Code of Maryland for Leases of State-Owned Property; and 49 CFR, Part 26, Subparts A and C for all Federal Department of Transportation Financial Assistance Programs.

Director, Office of Equal Opportunity – The individual designated for the Administration's overall MBE compliance.

Joint Venture – An association of a DBE/MBE firm and one or more other firms to carry out a single, for-profit business enterprise, for which the parties combine their property, capital, efforts, skills, and knowledge, and in which the DBE/MBE is responsible for a distinct, clearly defined portion of the work of the contract and whose share in the capital contribution, control, management, risks, and profits of the joint venture are commensurate with its ownership interest.

Small Business Administration (SBA) 8(a) Certification – The SBA 8(a) Certification Program is a Federal Program which establishes firms as disadvantaged and eligible for participation in the Federal SBA Program.

Socially and Economically Disadvantaged Individual Pursuant to 49 CFR, Part 26 – Those individuals who are citizens of the United States (or lawfully admitted permanent residents). For convenience, these individuals and groups are referred to as "minorities" in this document and who are:

1. Found by the MDOT to be socially and economically disadvantaged on a case-by-case basis;

2. Any individual in the following groups, members of which are rebuttably presumed to be socially and economically disadvantaged.

a. "Black Americans," which includes persons having origins in any of the Black racial groups of Africa;

b. "Hispanic Americans," which includes persons of Mexican, Puerto Rican, Cuban, Dominican, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;

c. "Native Americans," which includes persons who are American Indian, Eskimos, Aleuts, or Native Hawaiians;

d. "Asian-Pacific Americans," which included persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), the Commonwealth of the Northern Marianas Islands, Macao, Fiji, Tonga, Kirbati, Juvalu, Nauru, Federated States of Micronesia, or Hong Kong;

e. "Subcontinent Asian American," which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, the Maldives Islands, Nepal or Sri Lanka;

f. Women;

3. Only those persons whose personal net worth does not exceed $750,000 may be found to be economically disadvantaged.

B. DBE/MBE and Good Faith Effort Requirements

1. This contract includes a DBE participation goal for subcontracting and/or procurement of materials and/or services. Bidders (or offerors) must make a good faith effort to meet the DBE participation goal **before bids or proposals are due**, including outreach efforts. A bid or initial proposal must include both a completed and executed Certified DBE Utilization and Fair Solicitation Affidavit and DBE Participation Schedule. The failure of a bidder to complete and submit these documents shall result in a determination that the bid is not responsive. The failure of an offeror to complete and submit these documents shall result in a determination that the proposal is not susceptible of being selected for award.

2. In making a good faith effort to achieve the DBE goal, prior to completing the Certified DBE Utilization and Fair Solicitation Affidavit and the DBE Participation Schedule and prior to submitting a bid or initial proposal the bidders (or offerors) including those bidders or offerors that are certified DBEs must:

a. Identify specific work categories within the scope of the procurement appropriate for subcontracting and/or procurement of materials and/or services;

b. **Solicit DBEs in writing at least 10 days before bids or initial proposals are due,** describing the identified work categories and providing instructions on how to bid on the subcontracts and/or procurement of materials and/or services;

c. Attempt to make personal contact with the DBEs solicited and to document these attempts;

d. Assist DBEs to fulfill, or to seek waiver of, bonding requirements; and

e. Attend prebid or other meetings the procurement agency schedules to publicize contracting opportunities to DBEs.

3. All firms bidding on a Federal-Aid Contract shall submit the name and address of all subcontractors, service providers and suppliers that submitted quotes on the Contract. All subcontractors, service providers and suppliers shall complete and submit the form entitled Contractor Information, to the Administration.

4. The bidder shall seek commitments from disadvantaged business enterprises by subcontracting and/or procurement of materials and/or services, the combined value of which equals or exceeds the appropriate percent (goal) of the total value of the prime contract. A bidder may count toward its DBE goals expenditures for materials and supplies obtained from DBE regular dealers and/or manufacturers provided that the DBEs assume the actual and contractual responsibility for the provision of the materials and supplies. The bidder may count its entire expenditure to a DBE manufacturer (i.e., a supplier that produces goods from raw materials or substantially alters them before resale). The bidder may count sixty (60) percent of its expenditures to a DBE regular dealer that is not a manufacturer, provided that the DBE supplier performs a commercially useful function in the supply process. The apparent low bidder shall submit to the Administration, within ten (10) business days after notification that it is the apparent low bidder, an acceptable Affirmative Action Plan for the utilization of Disadvantaged Business Enterprises in this Contract. The Contract will not be awarded without the Bidder's AAP being approved by the Administration.

The Affirmative Action Plan shall include as a minimum:

a. The name of an employee designated as the bidder's liaison officer for minority affairs.

b. A complete DBE Subcontractor Project Participation Affidavit (MDOT-OP-019-2), using contractors whose names appear in the DBE/MBE directory or who are otherwise certified by MDOT as being a disadvantaged business enterprise. Except as permitted by law and approved by the Administration, this affidavit shall include all DBE firms identified on the DBE Participation Schedule with a percentage of participation that meets or exceeds the percentage of participation indicated in the bid or initial proposal.

c. A completed Outreach Efforts Compliance Statement (MDOT-OP 018-2).

5. When a bidder intends to attain the appropriate goal for disadvantaged business enterprise participation by use of a joint venture, the bidder shall submit a Joint Venture Disclosure Affidavit (Form D-EEO-006-A) showing the extent of disadvantaged business participation. If a bidder intends to use a joint venture as a subcontractor to meet its goal,

the affidavit shall be submitted through the bidder by the proposed subcontractor and be signed by all parties. A DBE, even in a joint venture arrangement shall be certified as a DBE by MDOT prior to being included in the Affirmative Action Plan.

6. Where the proposed DBE participation does not meet the DBE contract goals, sufficient evidence to demonstrate that the bidder has taken all necessary and reasonable steps to make a good faith effort to meet these goals shall be required.

7. Determination of Bid Responsiveness for Federal-Aid Contracts

If the bidder is unable to secure from DBEs by subcontracting and/or by procurement of materials and/or services, commitments which at least equal the appropriate percent (goal) of the values of the prime Contract at the time of bid, he shall request, in writing, a waiver of the unmet portion of the goal. This request must be initiated by checking the appropriate box on the Certified DBE Utilization and Fair Solicitation Affidavit submitted with the bid or initial proposal.

The waiver may be granted by the Administrator. To obtain approval of a waiver, the bidder shall submit the following information:

a. A detailed statement of efforts made prior to bid to contact and negotiate with DBEs including: (i) the dates, names, addresses, and telephone numbers of DBEs who were contacted; (ii) a description of the information provided to DBEs requesting the plans, specifications, and anticipated time schedule for portions of the work to be performed and (iii) a detailed statement of the reasons why additional prospective agreements with DBEs were not reached;

b. A detailed statement of the efforts made to select portions of the work proposed to be performed by DBEs in order to increase the likelihood of achieving the stated goals;

c. For each DBE that the Contractor considers not qualified, but from which a bid has been received, a detailed statement of the reasons for the bidder’s conclusion; and

d. For each DBE contacted but unavailable, (i) a Minority Contractor Unavailability Certificate (Form OOC46) signed by the disadvantaged business enterprise, or (ii) a statement from the bidder shall be submitted that states that the DBE refused to sign the Certificate.

8. Guidance concerning good faith efforts. The following is a list of the types of actions and factors that will be used to determine the bidder's or offeror’s good faith efforts to obtain DBE participation. It is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases.

a. Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising and/or written notices) the interest of certified DBEs who have the capability to perform the work of the contract. The bidder must solicit this interest within sufficient time to allow the DBEs to respond to the solicitation. The bidder must determine with certainty if the DBEs are interested by taking appropriate steps to follow up initial solicitations.

b. Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the bidder or offeror might otherwise prefer to perform these work items with its own forces.

c. Providing interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.

d.

(1) Negotiating in good faith with interested DBEs. It is the bidder's or offeror's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation.

(2) A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for a bidder's failure to meet the contract DBE goal, as long as such costs are reasonable. Also, the ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Bidders and offerors are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.

e. Not rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The contractor's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the contractor's efforts to meet the project goal.

f. Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or contractor.

g. Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.

h. Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, state, and Federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs.

i. In determining whether a bidder or offeror has made good faith efforts, you may take into account the performance of other bidders or offerors in meeting the contract goal. For example, when the apparent successful bidder or offeror fails to meet the contract goal, but others meet it, the Administration may reasonably raise the question of whether, with additional reasonable efforts, the apparent successful bidder or offeror could have met the goal. If the apparent successful bidder or offeror fails to meet the goal, but meets or exceeds the average DBE participation obtained by other bidders or offerors, the Administration may view this, in conjunction with other factors, as evidence of the apparent successful bidder or offeror having made good faith efforts.

9. Bidder Use of DBE Special Services

The bidder shall consider, whenever possible, utilizing the services of minority-owned banks. Most minority banks are full-service corporations that can provide an array of financial services such as Treasury and Tax Loan fund accounts, time and demand deposit accounts, payroll services, and if needed, organization investment counseling.

10. Bidder Records

The bidder shall maintain records showing actions which have been taken to comply with procedures set forth herein.

11. Bidder Cooperation

The bidder shall cooperate with the Administration Representative in any reviews of the Contractor's procedures and practices with respect to DBEs which the Administration Representative may from time to time conduct.

12. Bidder DBE Modifications

During the life of the Contract, all plans to modify the approved DBE participation program will require the approval of the Administrator or his authorized representative. This shall include any changes to the items of work to be sublet or materials and services to be obtained which differ for those in the original DBE participation program. Any such request for revisions shall be directed to the appropriate District Engineer for their disposition.

C. RECORDS AND REPORTS

1. The Contractor shall keep such records as are necessary to determine compliance with its Minority Business Enterprise utilization obligations. The records kept by the Contractor shall be designed to indicate:

a. The name of disadvantaged and non-disadvantaged subcontractors and suppliers, the type of work materials or services being performed on or incorporated in this project, and the monetary value of such work materials or services.

b. Documentation of all correspondence, contacts, telephone calls, etc., to obtain the services of disadvantaged business enterprises on this project.

c. The progress and efforts made in seeking out disadvantaged contractor organizations and individual disadvantaged contractors for work on this project.

2. Information required to be submitted for Federally Assisted contracts in accordance with 49 CFR Part 26:

a. All bidders (not only the apparent successful bidder) shall provide the following information:

(1) The age of the bidding firm; and

(2) The annual gross receipts of the bidding firm.

b. All bidders (not only the apparent successful bidder) shall provide the following information for each firm quoting or considered as subcontractors:

(1) The name of firm; and

(2) The address of firm.

c. The Administration will contact each of the firms quoting or considered as subcontractors to obtain:

(1) The age of the firm; and

(2) The annual gross receipts of the firm

If this information already has been gathered by the Administration on a firm and it is current, it will not be requested.

3. The Contractor shall submit reports on a monthly basis of those contracts and other business transactions executed with disadvantaged business enterprises with respect to the records referred to in Subparagraph 1.a above, in such form, manner, and content as prescribed by the Administration. The reports shall be due monthly on the 15th calendar day of each month. If the Contractor cannot submit their report on time, they shall notify the Administration's Representative and request additional time to submit the report. Failure of the Contractor to report in a timely manner may result in a finding of noncompliance. Additional reports may be required by the Administration upon written request.

4. To ensure compliance with the certified DBE contract participation goals, the Contractor shall:

a. Submit monthly, a report listing unpaid invoices, over 30 days, from all certified DBE subcontractors and the reason payment has not been made;

b. Include in its agreement with certified DBE subcontractors a requirement that the DBE subcontractors are to submit monthly to the Administration, a report identifying the prime Contractor and listing the following:

(1) Payment received from the Contractor in the preceding 30 days; and

(2) Invoices for which the subcontractor has not been paid.

5. All such records shall be retained for a period of three years following acceptance of final payment and shall be available for inspection by the U.S. Department of Transportation, the Maryland Department of Transportation, and the Administration.

D. ADMINISTRATIVE PROCEDURES FOR ENFORCEMENT

1. Whenever the Administration believes the prime Contractor or any subcontractor may not be operating in compliance with the terms of these provisions, the Administration Representative will conduct an investigation. If the Administration Representative finds the prime Contractor or any subcontractor not in compliance with these provisions, he will make a report of non-compliance and notify such Contractor in writing of the steps that will, in the judgment of the Administration, bring the Contractor into compliance. If the Contractor fails or refuses to comply fully with such steps, the Administration Representative will make a final report of noncompliance to the Administrator, who may direct the imposition of one or more of the sanctions listed below:

a. Suspension of work on a project, pending correction;

b. Withholding payment or a percentage thereof, pending correction;

c. Referral of DBE/MBE to MDOT Office of MBE for review for decertification or minority business fraud investigation;

d. Referral to MDOT Office of MBE for review/referral to the Attorney General's Office for review for initiation of debarment;

e. Referral to the Attorney General's Office for review for debarment or for criminal prosecution through the MDOT Office of General Counsel; or

f. Any other action as appropriate.

The Administrator will determine which sanction(s) should be imposed in order to promote the purpose of the MDOT DBE/MBE Program.

2. If the documents used to determine the status of a DBE contain false, misleading, or misrepresenting information, the matter may be referred to the MDOT Office of MBE for appropriate action.

3. Loss of DBE Certification

a. When a prime Contractor has made a commitment to use a DBE who has lost its certification but the subcontract has not been executed prior to the notice of loss of certification, the prime Contractor is required to obtain an eligible, certified DBE for the contract or demonstrate to MDOT that it has made a good faith effort to do so.

b. When a prime Contractor has executed a contract with a DBE subcontractor before the notice of loss of certification, the prime Contractor may continue to use the firm on the contract and may continue to receive credit towards its DBE goal, i.e., contract goal, for the work of that subcontractor.

c. The work carried out by a DBE Prime Contractor would be counted by MDOT up to the loss of certification. The work performed after the loss of certification would not be considered DBE participation.

d. When a DBE subcontractor has lost its certification, MDOT may not continue to count the DBE participation which takes place after the loss of certification as DBE work when counting participation towards the overall goal of the modal administration or the Department.

e. If a DBEs loss of certification is the result of exceeding the size standards while performing on a contract, the DBE participation may be counted for both the contract goal and the overall goal.

E. SUBCONTRACTING.

Subcontracting by the Prime Contractor. Form B Request for Approval of Subcontractor shall be used by the Prime Contractor to request approval of a Subcontractor and also to ensure that a formal Subcontract has been or will be written and kept on file by the Prime Contractor. Completion and submittal of the form by the Prime Contractor acknowledges that the Administration's Contracting Officer may require the submission of the written Subcontract for review by the Administration and/or FHWA.

Lower Tier Subcontracting by an Approved Subcontractor. Form B Subcontractor's Request for Approval of Lower Tier Subcontractor shall be used by an Approved Subcontractor to request approval of a Lower Tier Subcontractor and also to ensure that a formal Subcontract has been or will be written and kept on file by the Subcontractor. Completion and submittal of the form by the Subcontractor acknowledges that the Administration's Contracting Officer may require the submission of the written Subcontract for review by the Administration and/or FHWA.

Form Acquisitions. Maryland State Highway Administration Form B may be acquired through the Administration's Contracts Award Team or District Office. All questions should be directed to the Office of Construction, Contracts Award Team.

It is the Administration's intention to randomly select during each calendar quarter a representative sample of written Subcontracts for review. This review will be conducted by the Office of Construction's Contracts Award Team.

MBE/DBE COMPLIANCE FIELD MEETING

A MBE/DBE compliance Field Meeting will be conducted to review the responsibilities of the Administration and the Contractor's personnel relative to MBE/DBE Compliance and documentation. The meeting will be held within two weeks after starting work on the project.

The Construction Project Engineer, who will notify the following of the date, time and location, will arrange the meeting. At least one week advanced notice will be required.

(a) Administrative Representatives.

(1) Director, Office of Equal Opportunity or Designee

(2) District Equal Opportunity Officer

(3) Regional Constructional Engineer

(4) Construction Project Engineer

(5) Construction Inspection Division Inspector

(b) Contract Representatives.

(1) Superintendent - Prime Contractor

(2) Equal Opportunity Officer - Prime Contractor

(3) Owner/Superintendent/Foreman MBE/ DBE - Subcontractor

The Construction Project Engineer and Equal Opportunity Representative will jointly conduct the meeting. The Contractor shall notify the appropriate subcontractors and ensure their attendance.

TRAFFIC CONTROL PLAN CERTIFICATION

PRIOR TO THE COMMENCEMENT OF WORK ON THIS PROJECT, THE SUCCESSFUL BIDDER WILL BE REQUIRED TO COMPLETE A TRAFFIC CONTROL PLAN CERTIFICATION CONTAINING THE INFORMATION SHOWN BELOW. THE CERTIFICATION FORM WILL BE PROVIDED TO THE SUCCESSFUL BIDDER UPON AWARD OF THE CONTRACT.

The Administration's Traffic Control Plan (TCP) has been reviewed and the following course of action shall be followed:

Option 1_____
The TCP is accepted and shall be used on this project.

Option 2_____
The TCP is accepted; however, revisions and/or additions shall be submitted for approval in conformance with the Administration's Specifications 104.01 and TC-2.10. It is understood that no additional sum of money is payable to the Contractor if the Administration accepts Option 2.

Option 3_____
The TCP is not accepted and revision shall be submitted for approval in accordance with the Administration's Specifications 104.01 and TC-2.10. It is understood that no additional sum of money is payable to the Contractor if the Administration accepts Option 3.

It is understood that the effective implementation of the approved TCP is the responsibility of the Contractor. Minor modifications may be made by the Traffic Manager if field conditions warrant and prior concurrence is obtained from the Engineer. Significant changes to the TCP shall be submitted to the Engineer in writing, for approval, in conformance with the Administration's Specifications 104.01.

_____ _____
(DATE) (SIGNATURE)

_____
(PRINT SIGNATURE)

_____
(TITLE)

CONTRACTOR AND RAILROAD PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE

INCLUDED

In addition to other forms or bonds required under the terms of the Contract and/or specifications, the Contractor shall obtain, furnish and keep in force insurance policies as follows:

(A) CONTRACTOR'S PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE

Limits not less than $2,000,000 for Bodily Injury and/or Death and Property Damage, per occurrence, within an aggregate limit of $6,000,000 for the term of the policy.

(B) CONTRACTOR'S PROTECTIVE PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE

If any part of the work is to be performed by a subcontractor the prime Contractor shall carry in his own behalf insurance in the same limits as set forth in paragraph (A).

(C) RAILROAD PROTECTIVE PUBLIC LIABILITY AND PROPERTY DAMAGE LIABILITY INSURANCE

This policy shall name the appropriate Railroad as "The Insured" to comply with the Standard Uniform Policy for Railroad Protective Liability and Property Damage Insurance developed and adopted in 1958 by AASHTO-AAR and by Federal Aid Policy Guide 646A Subchapter G, Subpart A, Sections 646.101 through 646.111. Limits in the following amounts:

Bodily Injury and/or Death and Property Damage Liability limit not less than $2,000,000 per occurrence within an aggregate limit of $6,000,000 for the term of the policy.

GENERAL

The original of policy (C) shall be furnished to and approved by the Railroad. For (A) and (B), the certificates shall be furnished to the Administration's Engineer and to the Railroad on request. In all instances, the Contractor shall furnish evidence to the Administration's Engineer and Railroad that the insurance has been purchased and is in force until the Contract is completed and accepted.

The Contractor is prohibited from entering Railroad Property until the Insurance Policies have been approved. Policies, certificates, notices of cancellation or changes, etc., shall be sent by the Contractor direct to the Engineering Officer of the Railroad. The Contractor and his insurance representative shall reconcile all policy requirements to the satisfaction of the Railroad and the Administration's Engineer.

For the Contractor's insurance broker's information, it is estimated that 2 percent of value of the subject Contract will be performed within 50 ft of the rails of the Railroad's track.

The cost for the insurance will not be measured but will be incidental to the Contract lump sum price for Mobilization, Section 108. If an item for Mobilization is not provided, the cost of the insurance will be incidental to the other items specified in the Contract Documents.

AMTRAK and/or CONRAIL RAILROADS

Whenever a Contract requires bridge erection, demolition or other hoisting operations over the tracks of either of the above-named railroads, the Contractor shall be aware that the following information shall be submitted for approval to the Office of the Chief Engineer of that railroad.

(a) Plan view showing locations of cranes, operating radii, with delivery or disposal location shown.

(b) Crane rating sheets showing cranes to be adequate for 150 percent of the lift. Crane and boom nomenclature shall be indicated.

(c) Plans and computations showing weight of pick.

(d) Location plan showing obstructions and indicating that the proposed swing is possible.

(e) Data sheet listing number, type, size and arrangement of slings or other connecting equipment. Include copies of catalog or information sheets of specialized equipment.

(f) A complete procedure shall be included, indicating the order of lifts and any repositioning or rehitching of the crane or cranes.

(g) Temporary support of any components or intermediate stages shall be shown.

(h) A time schedule of the various stages shall be shown, as well as a schedule for the entire lifting procedure.

Additional information, other than that listed above, may be requested by the railroad and shall be provided by the Contractor. All negotiations necessary to receive the railroad's approval of this phase of the work are between the Contractor and the railroad.

The Contractor shall furnish copies to the Administration's Engineer of all pertinent information as it pertains to agreements or approvals between the Contractor and the railroad that affects the Contract.

Authority to proceed with this phase of the schedule or operations will not be granted by the Engineer until a copy of the railroad's written approval has been furnished to the Engineer.

The cost to furnish the above data, required by the railroad, will not be measured for payment but will be incidental to the related pay items specified in the Contract Documents.

PREVAILING WAGE
INSTRUCTIONS FOR THE CONTRACTOR

PAYROLLS.

Non-Federally Funded Contracts. The Division of Labor and Industry, Prevailing Wage Unit is requiring that all certified payroll records be submitted electronically. For instructions on how to register and submit go online to www.dllr.state.md.us/prevwage and follow the instructions for registering. The regulation addressing this change can be found at COMAR 21.11.11.02. For Non-Federally funded projects, which include prevailing wage rates**,** the prime Contractor and each subcontractor, shall submit the certified payroll electronically and provide one hard copy to the Project Engineer. All wages shall be paid in conformance with the State Finance and Procurement Article, Section 17-201-17-226 of the Annotated Code of Maryland and the Fair Labor Standards Amendments of 1974 (P.L. 93259). If the award amount of a Non-Federally funded job is less than $500,000, the project will be exempt from prevailing wage requirements.

A review has been made of the wage conditions in the locality and, based on the information available, the wage rates and fringe payments listed are determined by the Commissioner of the Department of Labor and Industry to be prevailing for the Contract for the described classes of labor in conformance with the law. It shall be the responsibility of the Contractor to fully comply with the law and to contact the Office of the Commissioner of Labor and Industry for interpretation of the provisions of the law.

Federally Funded Contracts. For Federally funded projects, the prime Contractor and each subcontractor shall submit one copy of the certified payroll to the Project Engineer.

General Requirements for Federally and Non-Federally Funded Contracts. All payrolls are subject to the following requirements:

(a) All payrolls shall be numbered, beginning at No. 1, and consecutively numbered through the end of the Contract.

(b) Contract and FAP numbers shall be shown on all payrolls (as applicable).

(c) All payroll submissions shall include:

(1) Federally Funded – employees' full name, classification, and Individual Identifying Number (IIN) e.g. (last four digits of social security number). Refer to FHWA 1273 (IV),(3),(b)1) for further requirements related to weekly payrolls.

(2) Non-Federally Funded – employees' full name, classification, address and social security number.

(d) All payrolls shall show the employee's basic hourly wage rate, overtime rate (if applicable), and the number of hours worked (tabulated both daily and weekly).

(e) When fringe benefits are required, indicate separately the amount of employer contributions to fringe benefit funds and/or programs. The fringe benefits shall be individually identified, but may be tabulated on a separate sheet. When required fringe benefits are paid in cash, add the required fringe benefit amount to the basic hourly rate to obtain the total prevailing wage rate for the employee.

(f) The employee's net pay and the itemized deductions shall be included in all payrolls.

(g) A Contractor may make deductions that are required by law or required by a collective bargaining agreement (between the Contractor and a bona fide labor organization). Deductions are also permitted if they are identified in a written agreement between the employee and employer that was made at the beginning of employment, provided that the Contractor presents the agreement to the Administration before the employee begins working on the Contract. Each payroll shall also include the U.S. Department of Labor and Hour Public Contracts Division Statement of Compliance Form WH-347 (or its equivalent), signed by an appropriate official of the Contractor/subcontractor. The Contractor's name, address, and telephone number shall also be shown.

(h) On Non-Federally funded projects, all apprentices shall be registered with the Maryland Apprenticeship and Training Council.

(i) Contractors employing a classification of worker for which a wage rate was not included on the original wage decision, shall submit to either the Wage and Hour Team (Federally Funded) or Department of Labor and Licensing (DLLR), (Non-Federally Funded), a request for an additional classification and rate prior to the employee's employment at the project.

(j) Payrolls for Non-Federally Funded projects shall be submitted within 14 calendar days after the end of each payroll period.

(k) Payrolls for Federally Funded projects shall be submitted within 7 calendar days after the end of each payroll period.

(l) Contractors and Subcontractors are required to maintain complete social security numbers and home addresses for employees. Government agencies are entitled to request or review all relevant payroll information, including social security numbers and addresses of employees. Contractors and Subcontractors are required to provide such information upon request.

OVERTIME.

Non-Federally Funded Contracts. Overtime rates shall be paid by the prime Contractors and subcontractors under their Contracts and agreements with their employees, which in no event shall be less than time and a half the prevailing hourly rate of wages for all hours worked in excess of ten hours in any one calendar day or forty hours in any one calendar week and work performed on Sundays and legal holidays.

Fringe benefits shall be paid for all hours worked, including the overtime hours. However, the fringe benefit amounts may be excluded from the half time premium due as overtime compensation.

Federally Funded Contracts. Overtime rates shall be paid as specified in Form FHWA 1273. Fringe benefits shall be paid for all hours worked, including the overtime hours. However, the fringe benefit amounts may be excluded from the half time premium due as overtime compensation.

PENALTIES.

Non-Federally Funded Contracts. When the Contractor is delinquent in submitting payroll records, processing of partial payment estimates will be held in abeyance, pending receipt of the records. The Contractor shall be liable to the Administration for liquidated damages in the amount of $10.00 for each calendar day the records are late.

The Contractor shall be liable to the Administration for liquidated damages in the amount of $20.00 for each day that an employee is paid less than the prevailing wage.

Federally Funded Contracts. When the Contractor is delinquent in submitting payroll records, processing of partial payment estimates will be held in abeyance pending receipt of the records.

ADDITIONAL CLASSIFICATIONS.

Federally Funded Contracts. If the wage determination lacks a necessary classification the Prime Contractor is responsible to submit the request for the additional classification, with a proposed rate, to the State Highway Administration's Wage and Hour Team. The request is to include a copy of the projects wage determination.

Non-Federally Funded Contracts. If the wage determination lacks a necessary classification the Prime Contractor is responsible to submit the request for the additional classification, with a proposed rate, to the Department of Labor and Licensing (DLLR).

INQUIRIES.

Request for information or questions shall be addressed to:

Maryland State Highway Administration
Office of Construction
Wage and Hour Team
7450 Traffic Drive, Building #4
Hanover, MD 21076
or
Email: wageandhourteam@sha.state.md.us

"General Decision Number: MD20200095 02/07/2020

Superseded General Decision Number: MD20190095

State: Maryland

Construction Type: Highway

County: Kent County in Maryland.

HIGHWAY CONSTRUCTION PROJECTS (excluding tunnels, building structures in rest area projects & railroad construction; bascule, suspension & spandrel arch bridges designed for commercial navigation, bridges involving marine construction; and other major bridges).

Note: Under Executive Order (EO) 13658, an hourly minimum wage of $10.80 for calendar year 2020 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least $10.80 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2020. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate,if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	02/07/2020

SUMD2019-013 08/30/2019

	Rates	Fringes
CARPENTER	$ 15.00	.43
CEMENT MASON	$ 19.60	3.84
ELECTRICIAN	$ 41.00	9.55
IRONWORKER, REINFORCING	$ 45.00	0.00
IRONWORKER, STRUCTURAL	$ 40.62	4.40
LABORER		
Air Tool Operator	$ 14.50	3.83
Asphalt Paver	$ 18.20	4.20
Asphalt Raker	$ 14.50	2.61
Blaster-Dynamite	$ 18.20	4.20
Burner	$ 18.20	4.20
Common	$ 14.50	2.61
Concrete Puddler	$ 14.50	2.61
Concrete Surfacer	$ 18.20	4.20
Concrete Tender	$ 14.50	2.61
Concrete Vibrator	$ 14.50	2.61
Density Gauge	$ 14.50	2.61
Fireproofer-Mixer	$ 14.50	2.61
Flagger	$ 14.50	2.61
Grade Checker	$ 14.50	2.61
Hand Roller	$ 14.50	2.61
Hazardous Material Handler	$ 18.20	4.20
Jackhammer	$ 14.50	2.61
Landscaping	$ 14.50	2.61
Layout	$ 14.50	2.61
Luteman	$ 14.50	2.61
Mason Tender	$ 18.20	4.20
Mortar Mixer	$ 14.50	2.61
Pipelayer	$ 18.20	4.20
Plasterer-Handler	$ 14.50	2.61
Scaffold Builder	$ 18.20	4.20
Tamper	$ 14.50	2.61
PAINTER: Bridge	$ 36.13	11.49
PILEDRIVERMAN	$ 24.48	7.83
POWER EQUIPMENT OPERATOR		
Asphalt Distributor	$ 20.00	1.40
Backhoe	$ 28.45	11.95

Boom Truck	$ 24.00	5.85
Broom/Sweeper	$ 14.63	1.70
Bulldozer	$ 21.65	5.47
Crane	$ 31.95	11.95
Excavator	$ 18.88	3.06
Gradall	$ 20.83	1.83
Grader	$ 29.10	1.18
Guard Rail Post Driver	$ 20.00	6.30
Loader	$ 19.60	2.77
Mechanic	$ 22.00	5.27
Milling Machine	$ 21.70	5.64
Paver	$ 16.36	3.73
Roller-Asphalt	$ 17.13	3.48
Roller-Earth	$ 14.87	2.92
Scraper	$ 15.00	1.75
Screed	$ 15.00	2.76
Shoulder Machine	$ 27.55	11.95
Skid Steer (Bobcat)	$ 16.64	3.02
Spreader	$ 17.00	0.73
Trencher	$ 29.50	10.63
Vaccum Truck	$ 27.55	11.95

TRUCK DRIVER

Dump - Articulating	$ 15.30	0.04
Dump	$ 18.31	2.90
Flatbed	$ 21.50	5.55
Lowboy	$ 25.23	7.58
Tack/Tar Truck	$ 24.94	7.58
Tandem	$ 22.25	0.33
Tractor Trailer	$ 32.00	2.00
Water	$ 24.94	7.58

a. PAID HOLIDAYS: New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day and Christmas Day.
b. PAID VACATIONS: Employees with 1 year service-1 week paid vacation; 2 years service-2 weeks paid vacation; 10 years service-3 weeks paid vacation.

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the

Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the

most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative

Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"

NOTICE OF ACTIONS REQUIRED FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246)

1. The Offeror's or Bidders attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Specifications" set forth herein.

2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate work force in each trade on all construction work in the covered area, are as noted in Appendix A and B:

These goals are applicable to all the Contractors' construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and nonfederally involved construction.

The contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of $10,000 at any tier for construction work under the contract resulting from this notification. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

4. As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is noted on appendix B.

STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS (Executive Order 11246)

1. As used in these specifications:

a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;

b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;

c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.

d. "Minority" includes:

(i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);

(ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin regardless of race);

(iii) Asian and Pacific Islander (all persons having origins in any of the original people of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and,

(iv) American Indians or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of $10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7.a through 7.p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. The Contractor is expected to make substantially uniform progress toward its goal in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with reason therefore, along with whatever additional actions the Contractor may have taken.

d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7.b above.

f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the

policy with all management personnel and with all minority and female employees at least once a year and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

g. Review, at least annually, the company's EEO Policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with on-site supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.

l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to insure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7.a through 7.p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more if its obligations under 7.a through 7.p of these specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female work force participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's non-compliance.

9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

11. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

14. The Contractors shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at

which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents

(a.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

16. The Contractor will receive at the time of Award Federal Form CC-257 for his use in reporting monthly the Affirmative Actions for minority and female which he has employed.

APPENDIX A

The following goals and timetables for female utilization shall be included in all Federal and federally assisted construction contracts and subcontracts in excess of $10,000. The goals are applicable to the Contractor's aggregate on-site construction work force whether or not part of that work force is performing on a Federal or federally assisted construction contract or subcontract.

AREA COVERED: Nationwide

GOALS AND TIMETABLES

Timetable	Goals (percent)
From April 1, 1978 until March 31, 1979.....	3.1
From April 1, 1979 until March 31, 1980.....	5.0
From April 1, 1980 until further notice.....	6.9

APPENDIX B

Until further notice, the following goals for minority utilization in each construction craft and trade shall be included in all Federal or federally assisted construction contracts and subcontracts in excess of $10,000 to be performed in the respective geographical areas. The goals are applicable to each nonexempt contractor's total on-site construction work force, regardless of whether or not part of that work force is performing work on a Federal, federally assisted or nonfederally related project, contract or subcontract.

Construction contractors which are participating in an approved Hometown Plan (see 41 CFR 60-4.5) are required to comply with the goals of the Hometown Plan with regard to construction work they perform in the area covered by the Hometown Plan. With regard to all their other covered construction work such contractors are required to comply with the applicable SMSA or EA goal contained in this appendix B-80.

State	Goal (percent)
Maryland:	
019 Baltimore, MD:	
SMSA Counties:	
0720 Baltimore, MD	23.0
MD Anne Arundel; MD Baltimore;	
MD Carroll; MD Harford;	
MD Howard; MD Baltimore City	
Non-SMSA Counties	23.6
MD Caroline; MD Dorchester;	
MD Kent; MD Queen Annes;	
MD Somerset; MD Talbot;	
MD Wicomico; MD Worcestar	
Washington, DC:	
020 Washington, DC:	
SMSA Counties:	
8840 Washington, DC	28.0
MD Charles; MD Montgomery;	
MD Prince Georges	
Non-SMSA Counties	25.2
MD Calvert; MD Frederick	
MD St. Marys; MD Washington	
Pennsylvania	
Non-SMSA Counties	4.8
MD Allegany: MD Garrett	

TRAINING PROVISIONS

As part of the Contract's Equal Employment Opportunity Affirmative Action Program, on-the-job training shall be provided as follows:

The on-the-job training shall be aimed at developing full journeypersons in the type of trade or job classification involved. On this Contract **0** (number to be filled in by the Administration) persons will be trained.

In the event that a Contractor subcontracts a portion of the Contract work, the Contractor shall determine how many, if any, of the trainees are to be trained by the subcontractor, however, the Contractor shall retain the primary responsibility for meeting the training requirements imposed by this Provision. The Contractor shall also insure that this training Provision is physically included in each subcontract to insure that the workforce utilized by the subcontractor meet the goals for minority and female employment and training. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training.

The number of trainees in each classification shall be distributed among the work classifications on the basis of the Contractor's needs, minority and women employment goals specified for each trade in the Contract Provision, and the reasonable area of recruitment.

Prior to beginning construction, the Contractor shall submit to the Administration for approval a Manpower and Training Utilization (MTU) Schedule no later than at the preconstruction meeting.

The MTU schedule shall include:

1. The proposed training programs.
2. The number of trainees to be trained in each classification.
3. Anticipated starting and ending dates for training in each classification.

No Contract work may be undertaken until the Administration has accepted the schedule.

If the submitted training programs fail to meet the requirements as defined within these Provisions, the Administration will withhold one percent of the total category code one pay items from the payment due the Contractor. The Contractor shall submit a revised Manpower and Training Utilization Schedule when major changes in the Contract work schedule occur that substantially affect the previously submitted schedule.

The Contractor shall be credited for each trainee employee who is currently enrolled or becomes enrolled in an approved program and will be reimbursed for the hourly cost of the trainee as specified in the schedule of prices.

Training and upgrading of minorities and women toward journeyperson status is a primary objective of this Training Provision. The purpose for this objective is to insure a pool of qualified minorities and women to replace those journeypersons who, in the natural course of events will leave the workforce. The program will also provide opportunities to the minorities and women trainees in geographic areas where shortages in minority and women journeypersons are prevalent and recognized due to the Contractor's inability to meet the Equal Employment Opportunity goals specified in this Contract.

The training requirements of this Training Provision are not intended nor shall they be used to discriminate against any applicant for training, whether a member of a protected class or not. It is the Contractor's responsibility to demonstrate good faith efforts to ensure an adequate workforce representation of minorities and women in all job classifications on this Contract. Therefore, the Contractor shall consider the employment Contract goals set for minorities and females when enrolling trainees. The Contractor's utilization of the on-the-job training goals will be weighed when an Equal Employment Opportunity workforce compliance determination is made.

The Contractor shall make every effort to enroll minority and women trainees (e.g., by conducting systematic and direct recruitment through public and private sources likely to yield minorities and women to the extent that these persons are available within a reasonable area of recruitment).

No employee shall be employed as a trainee in any classification which the individual has successfully completed a training program leading to journeyperson status or has been employed as a journeyperson. This includes a person gainfully employed as a journeyperson by virtue of informal on-the-job training. The Contractor should satisfy this requirement by including appropriate questions in the employee job application or by other suitable means. Regardless of the method used, the Contractor's records shall document the findings in each case. In the case of apprentices, evidence of indentureship and registration of the approved apprenticeship program shall be included in the Contractor's records.

The minimum length and type of training and rate for each classification shall be specified in the training program by the Contractor and approved by the Administration and the Federal Highway Administration.

The Administration will approve any program specified in the Administration's On-The-Job Training Manual. The Administration and the Federal Highway Administration will consider other programs if it is reasonably calculated that the programs conform to the Equal Employment Opportunity obligations of the Contract and will qualify the average trainee for journeyperson status in the specified classification by the end of the training period. Apprenticeship programs registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau, and training programs approved by, but not necessarily sponsored by the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training will also be acceptable, provided that the program being offered is administered in a manner consistent with the Equal Employment obligation of Federal-aid highway construction Contracts and meets the minimum requirements of this Training Provision.

Some offsite training is permissible as long as the training is an integral part of an approved training program and does not comprise a significant part of the overall training.

Unless otherwise specified, the Contractor will be reimbursed 80 cents per hour of training given an employee on this Contract in conformance with an approved training program. As approved by the Engineer, reimbursement will be made for training persons in excess of the number specified herein. This reimbursement will be made even though the Contractor received additional training program funds from other sources, provided that the other sources do not specifically prohibit the Contractor from receiving other reimbursement. Reimbursement for offsite training indicated above will only be made to the Contractor where the Contractor does one or more of the following and the trainees are concurrently employed on a Federal-aid project:

1. Contributes to the cost of the training.

2. Provides the instruction to the trainee or pays the trainee's wages during the offsite training period.

No payment will be made to the Contractor if either the failure to provide the required training, or the failure to hire the trainee as a journeyperson is caused by the Contractor and evidences a lack of "good faith" on the part of the Contractor in meeting the requirements of this Training Provision. It is normally expected that a trainee will begin training on the project as soon as feasible after the start of work utilizing the skill involved and remain on the project as long as training opportunities exist in the work classification or until the program is completed. It is not required that all trainees be on board for the entire length of the Contract. A Contractor will have fulfilled their responsibilities under this Training Provision when:

1. Systematic and direct recruitment likely to yield qualified minority and women applicants is conducted through:

a. Public and private referral sources.

b. Advising the existing workforce of training opportunities.

c. Unions (if applicable).

2. Acceptable training has been provided to trainees enrolled in the program.

3. The number of specified trainees have completed the minimum hours required in an approved training program.

4. Trainees completing approved programs are retained in the workforce as journeypersons.

The Contractor shall pay the trainees at least 60 percent of the appropriate minimum journeyperson's hourly rate plus the full fringe benefits specified in the Contract for the first half of the training period, 75 percent for the third quarter of the training period plus full fringe benefits, and 90 percent for the last quarter of the training period plus full fringe benefits. However, in no case shall the total hourly rate be less than the U.S. Department of Labor's unskilled laborer wage rate for the project. In addition, all trainees shall be identified as such on the certified payroll.

The Contractor shall furnish the trainee a copy of the approved training program in which the trainee is enrolled. The Contractor shall provide each trainee with a certificate showing the type and length of training satisfactorily completed. The Contractor shall submit a Certificate to the trainee in the following instances:

1. Certificate of Completion when a trainee completes the total number of hours required to complete a training program.

2. Certificate of Training when a trainee does not totally complete the required program hours.

The Contractor shall provide for the maintenance of records and furnish periodic reports inclusive of the Administration's Contractor's Semiannual Training Reports, documenting his performance under this Training Provision. The Semiannual Training Report is to be submitted by the 10th of the month following the reporting period (July 10 and January 10).

If the Contractor fails to fully comply with these Training Provisions, the Administration's Representative will make a final report of non compliance to the Administrator, who may direct the imposition of one or both of the sanctions listed below:

1. Withholding a percentage of the progress payment.

2. Other action appropriate and/or within the discretion of the Administrator.

Maryland Department of Transportation
State Highway Administration
High Visibility Safety Apparel Policy

This policy replaces all pre-existing high visibility apparel policies.

Recommended by:

Tim Smith

Tim Smith, P.E.
Deputy Administrator
Chief Engineer for Operations

Date:

Approved by:

Gregory T. Slater
Administrator

Date:

1. BACKGROUND
   1.1 Research demonstrates that high visibility safety apparel has a significant impact on the safety of employees who work on highways and rights-of-way.
   1.2 In addition, high visibility safety apparel may help to prevent injuries and accidents and to make highway workers more visible to the motoring public, which ultimately improves traffic safety.

2. STATEMENT OF POLICY
   2.1 The High Visibility Safety Apparel Policy provides a standardized apparel program.
   2.2 The program seeks to improve the visibility of all persons who work on Maryland Department of Transportation State Highway Administration (MDOT SHA) highways and rights-of-way.
   2.3 All safety apparel shall contain the appropriate label identifying the class.
   2.4 Compliance with this policy was effective as of January 1, 2019.

3. APPLICABILITY
   3.1 This policy applies to all MDOT SHA employees and all other persons who work on Maryland state highways and rights-of-way.
   3.2 This policy exceeds the standards referenced in the Maryland Manual on Uniform Traffic Control Devices (MD MUTCD) 2011 Edition.
   3.3 All workers shall wear, at a minimum, a single ANSI/ISEA 107/2015 Class 3 safety garment on the upper torso.
   3.4 All ANSI Class 3 safety garments must be worn fully fastened to meet ANSI/ISEA 107/2015 specifications.
   3.5 MDOT SHA employee garments shall have a fluorescent yellow-green background material color and be the outermost garment worn.
   3.6 MDOT SHA employee garment retro-reflective material color shall be silver or white and shall be visible at minimum distance of 1,000 feet. The retro-reflective safety

apparel shall be designed to clearly recognize and differentiate the wearer as a person from the surrounding work environment. The retro-reflective material may be contrasted by fluorescent orange background material not to exceed one-and-one-half inches on either side of the retro-reflective material.

3.7 SPECIAL NOTE: A breakaway vest may be considered for certain tasks to prevent entanglement.

3.8 Non-MDOT SHA workers' garments shall be approved ANSI/ISEA 107/2015 Class 3 for wear on the upper torso that is either fluorescent orange-red or fluorescent yellow-green background material color and must be the outermost garment worn.

3.9 Non-MDOT SHA workers' garments retro-reflective material color shall be orange, yellow, white, silver, yellow-green, or fluorescent version of these colors, and be visible at a minimum distance of 1,000 feet. The retro-reflective safety apparel shall be designed to clearly recognize and differentiate the wearer as a person from the surrounding work environment.

3.10 For all MDOT SHA and non-MDOT SHA workers applicable to this Policy, it is recommended that all ANSI Class 3 safety garments under this Policy be cared for according to the manufacturer specifications.

4. REFERENCES

4.1 ANSI/ISEA 107/2015 standard — American National Safety Institute/International Safety Equipment Association

4.2 MUTCD 2011 -Manual for Uniform Traffic Control Devices - Sections 6D.03 Paragraph 4 and 6E.02

4.3 Visibility Research — The VCTR 1989 report concludes that fluorescent colors, when compared with non-fluorescent colors, enhance the daytime conspicuity of worker clothing.

5. DEFINITIONS

5.1 Highways — all Maryland roadways owned and maintained by MDOT SHA .

5.2 High Visibility Safety Apparel (HVSA) — Personal protective safety clothing intended to ensure roadside workers stand-out to drivers during both daytime and nighttime, and other low-light condition usage. The outermost high-visibility garment worn by MDOT SHA and non-MDOT SHA workers who work on MDOT SHA highways and rights-of-way.

5.3 Retro-reflective Material – Material that reflects and returns a relatively high proportion of light in a direction close to the direction from which it came.

5.4 Background Material – Colored fluorescent material intended to be highly visible, but when not used in conjunction with retro-reflective material as intended, are not compliant with the requirements of this standard for retro-reflective material.

5.5 Breakaway – A garment system that allows workers to quickly remove the vest for additional safety around extreme traffic hazards, moving machinery, or equipment.

PROJECT DESCRIPTION

This Contract consists of fine milling, patching, and resurfacing asphalt pavements at various locations in Kent County. This work may also include bridge decks, bridge approaches, and deep patching.

This is a non-exclusive Contract. It does not include all work expected to be performed in the designated areas. Therefore, at times, other Contractors may be performing similar work that is not associated with this Contract. Special attention is directed to GP-5.06, Cooperation Between Contractors.

SPECIFICATIONS

All work on this project shall conform to the Maryland Department of Transportation, State Highway Administration's Specifications entitled, "Standard Specifications for Construction and Materials" dated July 1, 2019, revisions thereof, or additions thereto, and the Special Provisions included in this Invitation for Bids.

PROJECT SCHEDULE

The required project schedule for this project is Type A - Bar Chart.

EMPLOYMENT AGENCY

The Maryland Depart of Labor, Licensing & Regulation (DLLR), Division of Employment & Training can be found at

Kent County American Job Center
115A S. Lynchburg Street
Chestertown, MD 21620
Telephone: 410-778-3525
Fax: 410-778-3527
Email: dlwdalchestertownjsoffice-LABOR@maryland.gov

WORK SCHEDULING

The Engineer will provide a written and/or verbal list of the proposed locations of work to be scheduled to the Contractor at the pre-construction meeting and prior to each subsequent season. The Engineer may add to, delete from, revise, or update this list through the term of the Contract.

Work assignments will be issued to the Contractor in the form of a ‘Notice to Proceed with Task’ (NTP/T) letter for each assigned task. The NTP/T letter will include, but not be limited to, the following information: the limits of the work, the scope of work to be performed, and the NTP/T ‘on or before’ date. Multiple crews may be required to complete the work given. Simultaneous NTP’s, if needed, will be mutually agreed upon by both the Contractor and the Administration.

The Contractor shall begin work within 10 working days after receiving the (NTP/T) letter for each task and shall continue operations until completion of all designated work. If the Contractor fails to begin work within 10 working days of notification for each location, the sum of $500.00 per working day for each working day beyond the 10 working day notification period will be deducted from any money due to the Contractor.

After the work has started, it shall be prosecuted continuously on all acceptable working days, without stoppage, until the entire Task is complete. The sum of $1,000.00 per each unauthorized work stoppage day will be deducted from any money due to the Contractor.

The Contractor shall notify the Engineer at least 48 hours prior to beginning work at any location.

WORKING HOURS

Working hours shall be 9:00 A.M. to 3:00 P.M. Monday through Friday, with the exception of legal holidays. High volume roadways may require work hour restrictions or night work. Working hours may be increased if mutually agreed upon by the Contractor and the Engineer.

Work shall not be performed on Saturdays, Sundays, legal holidays, and the days immediately preceding and following legal holidays. All equipment, barricades, etc., shall be removed from the roadway and full traffic capacity maintained throughout these periods.

ESTIMATED QUANTITIES

All construction items and quantities in these Special Provisions are provided for use when and as directed by the Engineer. The quantities for these items are established for the purpose of obtaining a bid price. The quantities for these items may be increased or decreased without any adjustment to the contract unit price or the item(s) may be deleted entirely from the contract by the Engineer without negotiation.

GP-4.04 of the Specifications, Variations in Estimated Quantities, will not apply on this Contract

PAYMENT FOR MAINTENANCE OF TRAFFIC

A bid item has been established for Maintenance of Traffic. This item has a minimum allowable bid of $2,000.00 per day and a maximum allowable bid of $3,500.00 per day. The per unit day price bid for the item Maintenance of Traffic shall include all engineering and work related to the development and application of the TCP(s), as well as all related items of work including furnishing, placement, maintenance, removal, and relocation of devices; and the necessary labor, tools, equipment and incidentals such as cones, barrels, lights, barricades, STOP/SLOW paddles, flags, vests, flaggers, Traffic Manager, etc., for which a specific bid item has not been established, to ensure the desired result of a safe and efficient work zone.

Payment will be made for this item using the following guidelines:

Time on project	up to 2 hours	over 2 to 4 hours	over 4 hours
Payment	0.25 UD	0.5 UD	1 UD

PAYMENT FOR PERTINENT MAINTENANCE OF TRAFFIC ITEMS

A bid item has been established for Protection Vehicle, Portable Variable Message Sign, and Arrow Panel. Protection Vehicles, Portable Variable Message Signs, and Arrow Panels will only be paid for up to a max of 1 UD per unit regardless of how many projects it is used for within that day.

TRAFFIC SIGNS

A bid item has been established for temporary traffic signs. This item will only be paid once. After initial payment all use of this item will be incidental to the per day item for Maintenance of Traffic.

SHOULDER BACK-UP USING TOPSOIL

A bid item has been established for shoulder edge back-up, equal to or less than four (4) inches thick using topsoil. This per ton price will be full compensation for placement of topsoil, fertilizer, seeding, and mulching.

GENERAL ISSUES

1. The Engineer will schedule work so that a minimum of 500 tons of Superpave asphalt is placed per workday. This 500 ton minimum does not apply to intersections, bridge approach items, driveway entrances, patching and maintenance of traffic Superpave asphalt items.

2. Prior to each location start up, the Contractor shall contact the Assistant District Engineer for Traffic to verify there are no changes required with the layout of the existing roadway markings. The Contractor shall further supply the Engineer, prior to any milling or overlay operation on any project site, a sketch with stationing denoting the existing and/or proposed pavement marking plan. The contractor shall also take an inventory of pavement markings based on field observations.

3. After completion of surface course, contractor will layout and provide permanent painted stripe markings in their preserved existing or modified locations as per above.

4. After completion of patching, permanent painted marking will be done by the Contractor. Permanent markings will be painted within 15 calendar days after completion of final overlay. If pavement markings are not installed within 15 calendar, days beginning at the first day of paving completion, a deduction of $1500 per day for interstates and $750 per day for all other roadways will be assessed for each additional day the paved surface

remains open to traffic. The delay penalty will be deducted from the next progress payment and is a permanent deduction.

5. The Contractor shall resurface the roadway within 24 hours of completing Fine milling operations.

6. Fine milling material shall become the property of the Contractor for his/her use and or disposal. The SHA shall not be responsible for hauling. No material shall be stockpiled on SHA right-of-way

7. No bid items have been established for fertilizer, seeding and mulching. These items will be considered incidental to the square yard item for topsoil for shoulder edge drop-off.

8. The removal of unsuitable material for patching shall be considered incidental to the cost of variable depth base course using graded aggregate.

9. Superpave asphalt patching shall be in accordance with Section 505.

10. Shoulder drop off –Section 609 shall be compacted by means of a steel drum or pneumatic roller. Topsoil grading for shoulder edge back-up shall be completed prior to the final pavement markings are placed. Asphalt millings shall only be used where significant erosion evidence is present.

11. Maintenance of Traffic for removal of temporary traffic tape and linestriping shall not be a separate pay item, but shall be considered incidental to the other pay items.

12. The contractor shall submit a traffic control plan (TCP) prior to starting work as required by Section 104.

COMPUTERS

Upon receiving notice to proceed, the contractor is responsible for providing District 2 with computer equipment prior to starting work otherwise the work may not commence. Refer to Section 103 for computer requirements.

INTERSECTION LOOP DETECTORS / VIDEO DETECTION

When the milling operation is within 500 feet of signalized intersection approaches, the Contractor shall notify the Chief of the Signal Operations Section, at 410-787-7650, a minimum of 72 hours prior to any milling. Prior to loop installation; contact the Chief of the Traffic Control Device Inspection Section (TCDIS) at 410-787-7643, to coordinate installation and final inspection.

When road surfaces are to be overlaid by the Contractor, loop detectors shall be installed prior to final road overlay.

The replacement of loop detectors may involve the installation of 6’ x 6’ loop detectors, 6’ x 30’ loop detectors, 1” non-metallic flexible conduit - sleeve, and/or 3” schedule 80 PVC conduit - directional bored or encased in concrete (slotted).

Intersection Operation - There will be no change in the intersection operation of affected signalized intersections.

WEIGHT MOTION SENSORS

When the milling operation is along a roadway containing weight motion sensors, the Contractor shall notify Dave Czorapinski, Chief of the Motor Carrier Division, at 410-582-5734, a minimum of 72 hours prior to any milling.

AUTOMATED TRAFFIC COUNTER SENSORS

When the milling operation is along a roadway containing weather sensors, the Contractor shall notify Barry Balzanna of the OPPE DCP Data Governance Division, at 410-545-5509, a minimum of 72 hours prior to any milling.

WEATHER SENSORS

When the milling operation is along a roadway containing weather sensors, the Contractor shall notify Richard Dye, Systems Administrator of the System Integration Division, at 410-582-5619, a minimum of 72 hours prior to any milling.

SUPERPAVE ASPHALT MIX SURFACE FOR BRIDGE APPROACHES AND DECKS

1. Bridge approaches designated by the Engineer shall be adjusted by the removal of sufficient depth of existing wearing surface to allow for replacement with new Superpave asphalt.

2. The areas to be removed shall be variable in length, but shall not be less than the existing lane width. The Engineer will determine the depth of removal.

3. The method of removal is not specified, however, it must be approved by the Engineer prior to starting work. Resurfacing shall be in accordance with Section 504 of the Specifications and shall be completed during the same work shift in which the existing pavement is removed.

4. Superpave asphalt surface for bridge approaches will be measured and paid for at the Contract unit price per ton. Payment will be full compensation for removal of existing pavement, and for all material, delivery, tack coat, placement, compaction, labor, tools, equipment, and incidentals needed to complete this work.

VERTICAL ADJUSTMENT OF EXISTING UTILITY COVERS

All existing State-owned manholes, valve boxes and inlets shall be adjusted to meet the resurfacing elevations. The Contractor shall, before the placement of the surface course, submit for approval by the Engineer his/her method of adjustment. Adjustment of State-owned manholes, valve boxes and inlets, including approval by the Engineer of the construction method used, shall be accomplished prior to placement of surface course. Adjustment to all other manholes, valve boxes or inlets will not be measured for payment, as stated in 504.04 of the specifications.

Where no pay item is provided, it shall be the Contractor's responsibility to notify the municipality/utility owner to adjust their manholes, valve boxes and meters. The Contractor shall not be compensated for any delays resulting from municipality/utility company adjustments.

PATCHING

In addition to Section 505 of the specifications, the following conditions apply:

1. The method of patching any particular area will be determined in the field by the Engineer or his representative.

2. Required patching will be based solely on the dimensions of the patch as marked. Measurement and payment for patching work shall be in accordance with Section 505.

3. As per Section 505 and MD STD. 578.03, the minimum patching width to perform patching repairs shall be 6’, regardless of size of available contractor equipment. Marked patching areas less than 6’ will only be paid for the tonnage of asphalt needed to perform the 6’ patch width and will not be based on the available equipment used to make the patch. Patching repair widths that exceed the minimum required patching widths will be the contractor’s expense.

4. The contractor shall provide patching at a minimum rate of 300 tons per day or as directed in the field by the Engineer or his representatives.

TIE-INS FOR ENTRANCES AND SIDE ROADS

The Contractor shall take into consideration, when preparing this bid that notched tie-ins shall be made at entrances and connecting roads to the extent directed by the Engineer. All cost thereby shall be included in and considered incidental to the other pay item(s) set up in this contract.

SUPERVISION

The Contractor shall assign to the Contract, as his agent, competent supervision capable of communicating in English, and capable of reading and thoroughly understanding the Contract documents.

METHOD OF PAYMENT

The Contractor shall submit a summary of quantities for each month indicating the project number to the Engineer. The summary of quantities and progress estimate shall indicate the quantities of each item provided. The summary of quantities shall be submitted through the Maryland Construction Management System (MCMS) software.

STATUS OF PERMITS

Permits may be required once project locations are identified. MDOT SHA District 2 staff will coordinate all environmental permits required prior to construction.

NOTICE TO CONTRACTOR

PROJECT SCHEDULE. All Project Schedules shall conform to Section 109.

NOTICE TO BIDDERS. The Proposal Form Packet in Bid Express requires the following information be submitted for the Bidder and each firm quoting or considered as subcontractors:

(a) Name of firm.

(b) Address of firm.

(c) MBE, Non-MBE, DBE, or Non-DBE.

(d) Age of firm.

(e) Annual gross receipts per last calendar year.

AFFIRMATIVE ACTION PLAN (AAP) CONTRACT GOALS. In order to be in compliance with the revised MBE/DBE laws effective September 27, 2011 or later, the bidder is required to complete the AAP information within the MDOT MBE/DBE Form A and Form B (Parts 2 and 3) of the Proposal Form Packet for State, Federal, and State Small Business Reserve Procurements. Failure to complete the information may be grounds for the bid to be declared non-responsive.

HIGH VISIBILITY SAFETY APPAREL POLICY. The Maryland Department of Transportation's State Highway Administration (MDOT SHA) has updated the High Visibility Safey Apparel Policy which is included in this Contract. Contractor shall comply to the policy fully for the parts Contractor is responsible for.

BOOK OF STANDARDS. The Book of Standards for Highway and Incidental Structures is only available on the Administration's Internet Site at www.roads.maryland.gov. The Book of Standards can be located by clicking on Business; Business Standards and Specifications; Construction and Material Standards and Specifications; and Book of Standards for Highway and Incidental Structures.

2019 STANDARD SPECIFICATION FOR CONSTRUCTION AND MATERIALS BOOK. The 2019 Standard Specifications for Construction and Materials Book is only available on the Administration's Internet Site at www.roads.maryland.gov. The 2019 Specification Book can be located by clicking on Business; Business Standards and Specifications; Construction and Material Standards and Specifications; and Standard and Supplemental Specifications for Construction and Materials.

PAYMENT OF STATE OBLIGATIONS. Electronic funds transfer will be used by the State to pay Contractor for this Contract and any other State payments due Contractor unless the State Comptroller's Office grants Contractor an exemption.

By submitting a response to this solicitation, the Bidder/Offeror agrees to accept payments by electronic funds transfer unless the State Comptroller's Office grants an exemption. The selected Bidder/Offeror shall register using the attached form COT/GAD X-10 Vendor Electronic Funds (EFT) Registration Request Form. Any request for exemption must be submitted to the State Comptroller's Office for approval at the address specified on the COT/GAD X-10 form and must include the business identification information as stated on the form and include the reason for the exemption.

An electronic form and additional information can be found at
http://comptroller.marylandtaxes.com/Vendor_Services/Accounting_Information/Electronic_Funds_Transfer/

BRIDGE UNDERCLEARANCE. The minimum underclearances shall be maintained whenever resurfacing a roadway. This may require grinding the existing pavement prior to placing the resurfacing material. Immediately after completing the resurfacing operation and when the lane closures are still in the effect, the Contractor, in the presence of the Engineer, shall measure the minimum vertical underclearance. The Engineer will submit results to the Office of Structures. The cost of these measurements will be incidental to other pertinent items specified in the Contract Documents.

REQUEST FOR INFORMATION. Any information regarding the requirements or the interpretation of any provision of the Contract Documents shall be requested, in writing, per the requirement of GP-2.09. Responses to questions or inquiries having any material effect on the bids shall be made by written addenda sent to all prospective bidders. The Administration will not respond to telephone requests for information concerning this invitation for bids that would materially affect the bid.

Written requests for information or questions shall be addressed to:

Mr. Ken Fender
District Engineer, District 2
Attention: Mr. Thomas Revelle
615 Morgnec Road
Chestertown, MD 21620
or
FAX to 410-778-0851

Each request for information or questions shall include the Contract number and the name and address of the originator.

RIGHT-OF-WAY STATUS.

There is no right-of-way required to complete the work called for in this Contract.

RAILROAD STATEMENT. Federal Aid Contract No. AC-STBG-NHPP-000B(359)E

For this project, the Administration is providing the following statement of coordination (check one):

☐ No Railroad coordination required (no RR facilities are affected) (check this box when there is no railroad facility within or near the terminus of the project limits)

☐ All Railroad work has been completed prior to the project (check this box if traffic control devices within or near the terminus of the Federal-Aid project limits comply with the current edition of the Manual on Uniform Traffic Control Devices)

☐ The necessary arrangements have been made for all railroad work to be undertaken and completed as required for proper coordination with physical construction schedules. (Appropriate notification shall be provided in the PS&E for railroad coordination concurrent with the project construction)

☒ For AREAWIDE Contracts, the Administration will provide a Statement of Coordination when the Modification to the 25C is submitted, prior to NTP. (Check this box for all AREAWIDE Projects)

REQUIRED ENVIRONMENTAL PERMITS, APPROVALS AND AUTHORIZATIONS.
The Administration will obtain all required permits, approvals, or authorizations which are within the project scope and limits set forth in the contract documents and listed in the below table. The Contractor shall comply with the requirements of all permits, approvals, or authorizations required for this project. All permits received by advertisement are included in the IFB. Permits received after advertisement and prior to bid opening will be added to the IFB via an addendum.

All of the indicated permits, approvals, and authorizations should be kept on-site unless indicated otherwise. Proposed changes to the project may require additional permits, approvals, and authorizations and/or modifications.

Permit/ Approval/Authorization Description	Required for this project?	Approval/ Permit/ Authorization Included in IFB?[1]	Permit, Approval, Or Auth. Number	Expiration Date
WETLANDS, WATERWAYS, CRITICAL AREA				
MDE Non-tidal Wetland & Waterway Permit	☐Yes ☒No	☐Yes ☐Draft ☐ No		
MDE Authorization to Proceed	☐Yes ☒No	☐Yes ☐Draft ☐ No		
MDE Letter of Authorization	☐Yes ☒No	☐Yes ☐Draft ☐ No		
MDE General Waterway Construction Permit	☐Yes ☒No	☐Yes ☐Draft ☐ No		
MDE Water Quality Certification	☐Yes ☒No	☐Yes ☐Draft ☐ No		
MDE Tidal License	☐Yes ☒No	☐Yes ☐Draft ☐ No		
MDE Tidal Permit	☐Yes ☒No	☐Yes ☐Draft ☐ No		
MDE Tidal No-License	☐Yes ☒No	☐Yes ☐Draft ☐ No		
Maryland State Programmatic General Permit	☐Yes ☒No	☐Yes ☐Draft ☐ No		
COE Individual Permit	☐Yes ☒No	☐Yes ☐Draft ☐ No		
U.S. Coast Guard Permit	☐Yes ☒No	☐Yes ☐Draft ☐ No		
Critical Area Commission Approval	☐Yes ☒No	☐Yes ☐Draft ☐ No		
MDE Water Appropriations Permit for Ground Water	☐Yes ☒No	☐Yes ☐Draft ☐ No		
Other	☐Yes ☒No	☐Yes ☐Draft ☐ No		
EROSION/SEDIMENT CONTROL & STORMWATER MANAGEMENT				
Stormwater Management and Erosion & Sediment Control Approval	☐Yes ☒No	☐Yes ☐Draft ☐ No		
NPDES Permit for Stormwater Associated with Construction Activity[2]	☐Yes ☒No	☐Yes ☐Draft ☐ No		
AASCD Approval	☐Yes ☒No	☐Yes ☐Draft ☐ No		

Permit/ Approval/Authorization Description	Required for this project?	Approval/ Permit/ Authorization Included in IFB?[1]	Permit, Approval, Or Auth. Number	Expiration Date
TREES				
MD Roadside Tree Permit	☐Yes ☒No	☐Yes ☐Draft ☐ No		
Maryland Reforestation Law Approval	☐Yes ☒No	☐Yes ☐Draft ☐ No		
Maryland Forest Conservation Act Approval	☐Yes ☒No	☐Yes ☐Draft ☐ No		

[1] 'Draft' indicates the formal permit has not been obtained but draft permit conditions are included.
[2] See website listed below for complete NPDES Permit requirements:
http://mde.maryland.gov/programs/Permits/WaterManagementPermits/Documents/2014MDRC-GeneralPermit.pdf

Abbreviations:

AASCD - Anne Arundel Soil Conservation District
COE – U.S. Army Corps of Engineers
MDE – Maryland Department of the Environment
NPDES – National Pollutant Discharge Elimination System

TERMS AND CONDITIONS

TC SECTION 2
BIDDING REQUIREMENTS AND CONDITIONS

DELETE: TC-2.05 — DELIVERY OF BIDS in its entirety.

INSERT: The following.

TC-2.05 DELIVERY OF BIDS

The bid shall be submitted only via the Administration-required electronic bidding software and website. Paper copy submittals of the bid will not be accepted, except for the Proposal Guaranty. An authorized representative is required to sign the bid electronically. The Administration may choose to reject a bid if it is not electronically signed by an authorized representative.

The bidder shall ensure delivery of its bid with all required components and attachments, including, but not limited to:

(a) Schedule of Prices.

(b) Proposal electronic bidding file with Bidder's Certificate.

(c) Bid Security:

(1) An electronic verification of the bid bond submitted with the bid. A paper submission of the bid bond is not acceptable.

(2) A clear electronic image of all other acceptable forms of proposal guaranty must be uploaded to Manual Verification tab for Bid Bond and submitted with the bid. The original proposal guaranty with the contractor name, contract number and the bid opening date must be sent to or delivered to: Attention: C/O Contracts Award Team, Building #4, Maryland State Highway Administration, located at 7450 Traffic Drive, Hanover MD 21076. It must be received by the Administration no later than three business days after bid opening.

(3) No bid will be considered unless the proposal guaranty or an evidence thereof is received by the Administration in proper form by the bid opening date and time. An acknowledgement may be obtained by the bidder as a proof of proposal guaranty delivery.

(d) MBE/DBE forms.

(e) Other related documents as specified in the Contract.

The Bidder is solely responsible for any errors and for the timely submission of the bid, all components thereof and all attachments thereto through the electronic bidding system. The Administration assumes no responsibility for any claim arising from the failure of any Bidder or of the electronic delivery system to cause any bid, its component(s), or attachment(s) thereto to not be delivered or to be corrupted during delivery.

TERMS AND CONDITIONS

TC SECTION 4
CONTROL OF WORK

TC-4.02 FAILURE TO MAINTAIN PROJECT

ADD: As a third paragraph.

Additionally, an appropriate deduction will be made from the Contractor's next progress estimate for each day or portion thereof that Maintenance of Traffic deficiencies exist, and will continue until the deficiencies are satisfactorily corrected and accepted by the Engineer. Any portion of a day will be assessed a full day deduction. The deduction will be equal to a prorata share of the lump sum price bid for Maintenance of Traffic or an amount prorated from the Engineer's estimate, whichever is more. The amount prorated will be the per diem amount established by using the working days (based upon calendar dates when required) divided into the total value of the bid item or the Engineer's estimate of that item, whichever is more.

The above noted deduction will be assessed on the next progress estimate if:

The Contractor does not take action to correct the deficiencies and properly assume the responsibilities of maintaining the project (as determined by the Engineer) within four hours of receiving a notice to comply with the required maintenance provisions.

The deduction will be equal to the daily prorated share of the lump sum price bid for Maintenance of Traffic or $1000 per day, whichever is more for each day or portion thereof that the deficiencies exist, and will continue until the deficiencies and proper assumption of the required maintenance provisions are satisfactorily corrected and accepted by the Engineer. The amount of monies deducted will be a permanent deduction and are not recoverable. Upon satisfactory correction of the deficiencies, payment of the Maintenance of Traffic lump sum item will resume.

TC SECTION 7
PAYMENT

TC-7.09 PRICE ADJUSTMENT FOR DIESEL FUEL

(a) General. A Price Adjustment (PA) will be made to provide additional compensation to the Contractor or a credit to the Administration for the fluctuation in the cost of diesel fuel.

The monthly index price used for calculating the PA will be the On-Highway Diesel Fuel Price for the Central Atlantic Region published by the U.S. Department of Energy, Energy Information Administration, at www.eia.doe.gov. The monthly index price will be the average of the weekly prices posted for the month.

The prevailing base index price will be the price specified for Diesel Fuel currently posted at www.roads.maryland.gov (Business Center /Contracts, Bids, and Proposals) prior to bid opening. A historical database will be maintained by the Administration.

The adjustment factors for specific categories of the work are included in Table TC-7.09. Category CD will apply to this Contract.

The PA will be calculated when the index for the current month increases or decreases more than 5 percent of the base index. The total dollar amount of fuel adjustment will be limited to 5 percent of the Contract Total Amount as bid. If an increase or decrease in costs exceeds 5 percent of the Contract Total Amount as bid, no further adjustment will be made.

Computations for adjustment will be as follows:

$$\text{Percent Change} = [(E - B)/B] \times 100$$

$$PA = [E - (B \times D)] \times F \times Q$$

Where:

PA = Amount of the price adjustment
E = Current monthly index price
B = Prevailing base index price
D = 1.05 when increase is over 5%; 0.95 when decrease is over 5%
F = Applicable fuel adjustment factor from Table TC-7.09
Q = Quantity of individual units of work

TABLE TC-7.09

COST ADJUSTMENT FACTORS FOR DIESEL FUEL			
CATEGORY	**DESCRIPTION**	**UNITS**	**FACTOR**
A	Sum of Cubic Yards of Excavation in Category 200	Gallons/Cubic Yard	0.29
B	Sum of Structure Concrete in Category 400	Gallons/Cubic Yard	1.892
C	Sum of Aggregate Base in Category 500	Gallons per ton	0.60
D	Sum of Asphalt in Category 500	Gallons per ton	3.50
E	Sum of Rigid Concrete Pavement in Category 500	Gallons/Cubic Yard	0.95

Any difference between the checked final quantity and the sum of quantities shown on the monthly estimates for any item will be adjusted by the following formula:

$$FPA = [(FCQ \div PRQ) - 1] \times EA$$

Where:

FPA = Final PA for the item that increased or decreased
FCQ = Final Checked Quantity of the item
PRQ = Total Quantity of the item reported on the most recent estimate
EA = Total PA of the item shown on most recent estimate

(b) Price Adjustment Criteria and Conditions. The following criteria and conditions will be considered in determining the PA.

(1) Payment. The PA will be computed on a monthly basis. PA resulting in increased payment to the contractor will be paid under the item Price Adjustment for Diesel Fuel. The item amount will be established by the Administration, and shall not be revised by the Contractor. PA resulting in a decreased payment will be deducted from monies owed the Contractor.

The monthly base price for determining a PA for all work performed after the Contract completion date, as revised by an approved time extensions, will be the monthly base price at the time of the Contract completion date (as extended) or at the time the work was performed, whichever is less.

(2) Expiration of Contract Time. When eligible items of work are performed after the expiration of Contract time with assessable liquidated damages, no PA will be made.

(3) Final Quantities. Upon completion of the work and determination of final pay quantities, an adjusting Change Order will be prepared to reconcile any difference between estimated quantities previously paid and the final quantities.

(4) Inspection of Records. The Administration reserves the right to inspect the records of the Contractor to ascertain actual pricing and cost information for the diesel fuel used in the performance of the applicable items of work.

(5) Additional Work. When applicable items of work, as specified herein, are added to the Contract as additional work, in accordance with the Contract provisions, no PA will be made for the fluctuations in the cost of diesel fuel unless otherwise approved by the Engineer. The Contractor shall use current fuel costs when preparing required backup data for work to be performed at a negotiated price.

(6) Force Account. Additional work performed on a force account basis, reimbursement for material, equipment, and man-hours as well as overhead and profit markups will be considered to include full compensation for the current cost of diesel fuel.

CATEGORY 100
PRELIMINARY

SECTION 103 — ENGINEERS OFFICE

103.03.06 Engineers Office Equipment and Services.

(2) Computer Software

DELETE: The table in its entirety.

INSERT: The following.

Type	Software Package
Operating System	Microsoft Windows 10 or newer
Productivity Tools	**32-bit** Microsoft Office Professional 2016 or newer
PDF File Reader	Adobe Acrobat Reader - current version
Note: Include all current software updates and service packs.	

CATEGORY 100
PRELIMINARY

SECTION 103 – ENGINEERS OFFICE

103.03.07 Specific Field Office Requirements.

DELETE: Table 103.03.07B – Office Equipment Quantity Requirements in its entirety.

INSERT: The following.

Table 103.03.07B - Office Equipment Quantity Requirements

ITEM	SECTION	QUANTITY
Type A - Desktop Computer	103.03.06(a)(1)	0
Type B - Laptop Computer	103.03.06(a)(1)	1
High-Capacity Multi-function B&W Laser Copier/Scanner/Printer	103.03.06(c)	1
Low-Capacity Multi-function Color Ink Jet Printer/Scanner/Copier/FAX	103.03.06(d)	0
Paper shredder	103.03.06(e)	0
Digital camera	103.03.06(f)	0
Additional Monitor 24” Widescreen HD LED with integrated webcam and microphone that is compatible with project assigned devices	N/A	0

CATEGORY 100
PRELIMINARY

SECTION 104 — MAINTENANCE OF TRAFFIC

104.01 TRAFFIC CONTROL PLAN (TCP)

104.01.01 DESCRIPTION.

DELETE: The fourth paragraph sentence "Refer to contract Documents for Work Restrictions." in its entirety.

INSERT: The following.

Work Restrictions.

Work is not permitted on the following holidays indicated below with an "X", nor is work permitted on the day immediately preceding and immediately following the holidays indicated below with an "X".

☒ New Year's Day, January 1
☒ Martin Luther King's Birthday, the third Monday in January
☒ President's Day, the third Monday in February
☒ Good Friday
☒ Easter Weekend
☒ Memorial Day, the last Monday in May
☒ Independence Day, July 4
☒ Labor Day, the first Monday in September
☒ Columbus Day, the second Monday in October
☒ Veterans Day, November 11
☒ Thanksgiving Day, the fourth Thursday in November
☒ Christmas Day, December 25

Work is not permitted on the following weekend days indicated below with an "X".

☒ Saturdays, unless prior written approval is given by the Engineer
☒ Sundays, unless prior written approval is given by the Engineer

TEMPORARY LANE OR SHOULDER CLOSURE SCHEDULE			
ROADWAY	**# LANE(S) / SHOULDER CAN BE CLOSED**	**DAY OF THE WEEK**	**CLOSURE PERIOD (TIME OF DAY)**
May 1 to Oct 1 US 50 US 301 MD 404 All other dates All other dates	1/1 1/1	Monday Friday Tues, Wed, Thurs Mon - Fri	No Work No Work 9 am to 3 pm 9 am to 3 pm

ADD: The following after the last paragraph, "Any monetary savings...and the Administration."

When closing, or opening a lane or shoulder on freeways, expressways, and roadways with posted speed ≥ 55 mph, ensure a work vehicle is closely followed by a protection vehicle (PV) during installation and removal of temporary traffic control devices. The PV shall consist of a work vehicle with approved flashing lights, either a truck-mounted attenuator (TMA) with support structure designed for attaching the system to the work vehicle or a trailer truck-mounted attenuator (TTMA) designed for attaching the system to the work vehicle by a Pintle hook and an arrow panel (arrow mode for multilane roadways and caution mode on two-lane, two-way roadways).

Temporary Traffic Control for shoulder work along freeways, expressways, and roadways with posted speed ≥ 55 mph shall include the use of a PV. The PV shall be outfitted with a TMA or TTMA as noted above and be positioned on the shoulder to protect the work area throughout the duration of the shoulder work operation.

The work vehicle size and method of attachment shall be as specified in the TMA/TTMA manufacturer's specification as tested under NCHRP and/or MASH Test Level 3.

When a temporary lane or shoulder closure is in effect, begin work within one hour after the lane is closed. For any delay, greater than one hour and no work in progress, remove the lane/shoulder closure. Ensure the Traffic Manager attends the Pre-Construction, Pre-Structural Steel Erection, Pre-Concrete Placement, Pre-MOT Shift, and Pre-Paving Meetings and is prepared to competently discuss traffic control, the Traffic Control Plan (TCP), and the procedures to be implemented for lane closures.

All closures shall be in conformance with the approved TCP and at the direction of the Traffic Manager and the Engineer.

Workers and equipment, including temporary traffic control devices needed for setting up a lane closure or restriction, are prohibited in the lane/shoulder to be closed or restricted before the time permitted in the Contract Documents unless otherwise approved by the Engineer.

Temporary traffic control devices to be used for lane/shoulder closure may be placed on the shoulder of the roadway by workers no earlier than 30 minutes prior to the actual time lane/shoulder closure or restriction is permitted. When temporary traffic control devices are being installed, ensure that all work vehicles involved in the installation display flashing lights that provide a 360-degree visibility of the vehicles. These lights shall remain on until the full installation of TTC devices is complete. Temporary traffic signs may be displayed to traffic at this time.

Workers shall not enter any lane open to traffic. Workers may be present on shoulders to prepare for lane closure setup no earlier than 30 minutes prior to the actual time lane/ shoulder closures or restrictions are permitted. During preparation for the lane closure, ensure that all work vehicles at the site and involved in the installation of the lane closure or restriction display flashing lights that provide 360-degree visibility of the vehicles, as required by MD 104.01-18B. These lights shall remain on while the vehicle remains in the work zone and until the full implementation of the road closure or restriction is complete.

Restore all temporary lane or shoulder closures at the end of the closure period and ensure that no travel lane has been reduced to less than 11 ft on expressways, freeways and 10 ft on other roadways. Prior to opening the closed lane or shoulder, clear the lane or shoulder of all material, equipment, and debris.

Failure to restore full traffic capacity within the time specified will result in a deduction assessed in conformance with the following.

This is in addition to the requirements specified in TC-4.02.

The lane closure penalties for freeways are categorized by the District in which they are located.

For Districts 1, 2 and 6, the following fee structure will be followed:

ASSESSED DEDUCTIONS FOR FREEWAYS	
ELAPSED TIME, (MINUTES)	**DEDUCTION**
For 1 Lane Closures	
1 – 10	$ 100.00
Each minute over 10	$50.00 per minute (In addition to original 10 minute deduction)
For 2 or more Lane Closures	
1 – 10	$ 200.00
Each minute over 10	$100.00 per minute (In addition to original 10 minute deduction)

For Districts 3, 4, 5 and 7, the following fee structure will be followed:

ASSESSED DEDUCTIONS FOR FREEWAYS	
ELAPSED TIME, (MINUTES)	**DEDUCTION**
For 1 Lane Closures	
1 – 10	$ 1,000.00
Each minute over 10	$500.00 per minute (In addition to original 10 minute deduction)
For 2 or more Lane Closures	
1 – 10	$ 2,000.00
Each minute over 10	$1,000.00 per minute (In addition to original 10 minute deduction)

The lane closure penalties for other roads are categorized by intersection Level of Service. The penalty for other roads with Level of Service D, E or F is greater than that for Level of Service A, B or C.

For Level of Service A, B or C, the following fee structure will be followed:

ASSESSED DEDUCTIONS FOR OTHER ROADS	
ELAPSED TIME, (MINUTES)	**DEDUCTION**
For 1 Lane Closures	
1 – 10	$ 150.00
Over 10	$75.00 per minute (In addition to the original 10 minute deduction)
For 2 or more Lane Closures	
1 – 10	$ 300.00
Over 10	$150.00 per minute (In addition to the original 10 minute deduction)

For Level of Service D, E or F, the following fee structure will be followed:

ASSESSED DEDUCTIONS FOR OTHER ROADS	
ELAPSED TIME, (MINUTES)	**DEDUCTION**
For 1 Lane Closures	
1 – 10	$ 300.00
Over 10	$150.00 per minute (In addition to the original 10 minute deduction)
For 2 or more Lane Closures	
1 – 10	$ 600.00
Over 10	$300.00 per minute (In addition to the original 10 minute deduction)

To modify the work restrictions, submit a request to the Engineer in writing with at least 72 hours notice. Do not implement any changes until written approval from the Engineer is received. Include a copy of the original work restrictions with the written request. The Engineer also reserves the right to modify or expand the methods of traffic control or working hours as specified in the Contract Documents.

CATEGORY 100
PRELIMINARY

SECTION 104 — MAINTENANCE OF TRAFFIC

104.23 PROTECTION VEHICLE (PV)

104.23.01 DESCRIPTION

ADD: The following after the sentence "… at Test Level 3" in the fourth paragraph.

The gross vehicle weight rating (GVWR) of the work vehicle shall be a minimum of 14 000 lbs., and any fuel tank or container of hazardous materials shall be at least 10-1/2 ft. from the rear of the work vehicle.

CATEGORY 100
PRELIMINARY

SECTION 108 — MOBILIZATION

DELETE: SECTION 108 — MOBILIZATION in its entirety.

INSERT: The following.

SECTION 108 — MOBILIZATION AND DEMOBILIZATION

108.01 DESCRIPTION. Construction preparatory and closing (clean-up) operations that include the movement of personnel, supplies, materials, tools, equipment, and incidentals to, within, and away from the project site collectively for the project and for individual work operations; and the establishment and removal/decommissioning of the Contractor's offices, buildings, and other facilities necessary to commence, continue, and conclude the work. Perform final clean-up as specified in GP-4.09.

108.02 MATERIALS. Not applicable.

108.03 CONSTRUCTION. Not applicable.

108.04 MEASUREMENT AND PAYMENT

Mobilization and Demobilization will not be measured but will be paid for at the Contract lump sum price up to a maximum of 3 percent of the adjusted contract amount. The adjusted contract amount is defined as the total Contract amount less the lump sum bid for Mobilization and Demobilization. Any amount bid over 3 percent of the adjusted contract amount will not be paid.

Payment of the Mobilization and Demobilization item, up to a maximum of 3 percent of the adjusted Contract amount, will be made according to the following payment schedule.

(a) 50 percent of the Mobilization and Demobilization will be paid in the first monthly estimate after the Contractor has established the necessary facilities.

(b) 50 percent of Mobilization and Demobilization will be prorated and paid in equal amounts on each of the next five monthly estimates.

Payment of the Mobilization and Demobilization item will not be made more than once, regardless of the fact that the Contractor may have, for any reason, shut the work down on the project or moved their equipment away from the project and then back again.

The cost of all required insurance and bonds will be incidental to this item.

If the Mobilization and Demobilization item is not provided, the cost of mobilization and demobilization, including the required insurance and bonds, will be incidental to the other items

specified in the Contract Documents. The payment will be full compensation for all material, labor, equipment, tools, and incidentals necessary to complete the work.

CATEGORY 100
PRELIMINARY

SECTION 109 — CRITICAL PATH METHOD PROJECT SCHEDULE

CHANGE: The title of Section 109 to "Section 109 – PROJECT SCHEDULE".

CATEGORY 100
PRELIMINARY

SECTION 110 — ACTIVITIES CHART PROJECT SCHEDULE

DELETE: Section 110 in its entirety.

CATEGORY 300
DRAINAGE

SECTION 308 — EROSION AND SEDIMENT CONTROL

308.01 DESCRIPTION.

ADD: The following after the third paragraph.

General Notes.

(a) Notification. If an Erosion and Sediment Control Approval is issued for this project, notify the Regional Environmental Coordinator in writing or by telephone at 410-365-0164 prior to the following milestones:

(1) Pre-construction meeting.

(2) Erosion and sediment control meeting (minimum 7 working days prior to commencing earth disturbing activities).

(3) Installation of initial sediment control measures.

(4) Installation of major sediment control basins/traps.

(5) Removal or modification of any sediment control structures.

(6) Removal of all sediment control devices.

(7) Final acceptance by the Administration.

(b) Ingress/Egress Controls. Protect all points of construction ingress and egress to prevent the deposition of materials on public roads. Immediately remove all materials deposited on public roads. The flushing of road surfaces is prohibited.

Control all ingress and egress points through the use of a stabilized construction entrance. Submit locations for approval by the Regional Environmental Coordinator.

(c) Inspection. Inspect all erosion and sediment control measures daily and after storm events. Maintain continuously in an effective operating condition.

(d) Shutdowns and/or Penalties. Total compliance with the approved erosion and sediment control plan is expected at all times. In cases where the Contractor is found to be in non-compliance, the Administration may take steps to impose partial or total shutdowns and impose per day penalties for non-compliance.

The Administration may impose a total or partial shutdown if the project may adversely impact the waters of the State.

(e) Record Keeping. Make the project's approval letter, approved erosion and sediment control plans, approved change requests, daily log books and test reports available on-site for inspection by duly authorized officials.

(f) Erosion and Sediment Control Excavation. Place silt removed from control devices in an approved waste site either on or off the project. Material stored on-site may be reused once it is dried and if it conforms to the Administration's requirements for embankment or any unspecified need.

(g) Utility Work. Follow these additional best management practices for sediment control for utility construction in areas outside of designed controls:

(1) Call "Miss Utility" at 1-800-257-7777 48 hours prior to the start of work.

(2) Place excavated material on the high side of the trench.

(3) Backfill, compact and stabilize trenches for utility installations at the end of each working day. When this is not possible, follow (4).

(4) Place temporary silt fences immediately downstream of any disturbed area intended to remain disturbed for more than one day.

(h) Sensitive Areas. No construction activities are allowed within specified sensitive areas of the project without prior notification of the Engineer. Designate a responsible party to monitor all work in these areas to assure that reasonable care is taken in or adjacent to these areas. Areas considered sensitive are defined as: floodplains, wetlands (tidal, nontidal and associated buffers) critical areas, forested areas, archeological sites, historic sites, parkland, and open water.

(i) Standard Stabilization Note. Following initial soil disturbance or redisturbance, complete permanent or temporary stabilization within 3 calendar days as to the surface of all perimeter controls, dikes, swales, ditches, perimeter slopes, and all slopes greater than 3:1; and 7 days as to all other disturbed or graded areas on the project site.

(j) Site Information (Not for Bidding Purposes).

(1) Total area of site	TBD acres
(2) Area disturbed	TBD acres
(3) Area to be roofed or paved	TBD acres
(4) Total cut	TBD cubic yards
(5) Total fill	TBD cubic yards
(6) Off-site waste/borrow area location (if known)	TBD

(k) Incremental Stabilization. Refer to the current Maryland Standards and Specifications for Soil Erosion and Sediment Control for the incremental stabilization of cuts and fills.

(l) Disturbed Areas. Place excavated trench material for any storm drain pipe and underdrain pipe installation on the high side of the trench. Backfill, compact, and stabilize trenches for any storm drain pipe and underdrain pipe installations at the end of each working day.

Stabilize all other disturbed areas at the end of the working day. Place silt fence downgrade of any areas that cannot be stabilized at the end of the work day such that all runoff from the disturbed area will be filtered.

(m) Removal of Controls. Establish permanent stabilization for all contributory disturbed areas and obtain permission prior to the removal of sediment control measures.

Immediately stabilize any areas disturbed by the removal of sediment control measures.

(n) Notice of Enforcement. Sediment and erosion control regulations will be strictly enforced.

Design Certification. Insert the following:

ENVIRONMENTAL INFORMATION

MDE/ PRD # TBD

DESIGN CERTIFICATION

I HEREBY CERTIFY THAT THIS PLAN HAS BEEN DESIGNED IN ACCORDANCE WITH THE MARYLAND STANDARDS AND SPECIFICATIONS FOR SOIL EROSION AND SEDIMENT CONTROL, THE 2000 MARYLAND STORMWATER DESIGN MANUAL, VOLUMES I & II INCLUDING SUPPLEMENTS, THE ENVIRONMENT ARTICLE SECTIONS 4-101 THROUGH 116 AND SECTIONS 4-201 AND 215, AND THE CODE OF MARYLAND REGULATIONS (COMAR) 26.17.01 AND COMAR 26.17.02 FOR EROSION AND SEDIMENT CONTROL AND STORMWATER MANAGEMENT, RESPECTIVELY.

_____ _____
NAME SIGNATURE

_____ _____
MARYLAND REGISTRATION NUMBER DATE
P.E., R.L.S. OR R.L.A. (circle)

"PROFESSIONAL CERTIFICATION. I HEREBY CERTIFY THAT THESE DOCUMENTS WERE PREPARED OR APPROVED BY ME, AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MARYLAND, LICENSE NO._____, EXPIRATION DATE:_____."

CATEGORY 300
DRAINAGE

SECTION 308 — EROSION AND SEDIMENT CONTROL

308.04 MEASUREMENT AND PAYMENT.

308.04.06 Incentive Payments and Liquidated Damages.

CHANGE: The paragraph to the following.

The total incentive awarded for this Contract will not exceed $0.00. The quarterly incentive payment for this contract is $0.00. A final incentive payment for this contract is $0.00 less the total quarterly incentives paid during a contract extension.

For each day that the project has a ‘D’ rating, liquidated damages will be imposed in the amount of $2,464.00 per day. Failure to upgrade the project to the minimum of a ‘B’ rating within 72 hours will result in the project being rated ‘F’.

For each day that the project has an ‘F’ rating, liquidated damages will be imposed in the amount of $3,284.00 per day.

CATEGORY 500
PAVING

SECTION 504 — ASPHALT PAVEMENT

DELETE: 504.03.04 Tack Coat in its entirety.

INSERT: The following.

504.03.04 Tack Coat. Ensure the surface is dry and thoroughly cleaned by power broom and/or air blowing prior to application. Apply the tack coat by uniformly covering the entire surface to be paved using an application rate of 0.04 to 0.10 gal/yd2 or as directed by the Contract documents. Allow the tack coat time to thoroughly break and set.

CATEGORY 500
PAVING

DELETE: SECTION 522 — PORTLAND CEMENT CONCRETE PAVEMENT REPAIRS in its entirety.

INSERT: The following.

SECTION 522 — PORTLAND CEMENT CONCRETE PAVEMENT REPAIRS

522.01 DESCRIPTION

Repair plain, conventionally reinforced, or continuously reinforced Portland Cement Concrete (PCC) pavement. Repairs are either Type I, 6 ft to less than 15 ft in length; or Type II, 15 ft and greater in length.

522.02 MATERIALS

Refer to 520.02, except as follows:

Graded Aggregate for Base Course	901.01
Crusher Run Aggregate (CR-6)	901.01
Concrete Mix No. 9	902.10
Nonshrink Grout	902.11(c)
Epoxy Grout	902.11(d)
Epoxy Adhesive	921.04
Concrete Mix HE	902.10
Macro Polyolefin Fibers	902.15.01

522.02.01 Polyester Grout. A polyester grout may be used in lieu of epoxy grout, provided the grout conforms to 902.11(d). Identify cartridge type systems by batch or lot number.

522.02.02 Epoxy Adhesives. Refer to 921.04. Use water insensitive materials classified as Type V, Grade 3, Class B and C.

522.02.03 Reinforcement. Refer to Section 908 for reinforcement, including load transfer assemblies, tie bars, deformed steel bars, and longitudinal tie devices, except all material shall be epoxy coated.

522.03 CONSTRUCTION

The Engineer will determine the areas to be repaired and the type of repair. Submit a proposed repair plan, including equipment, methods, and procedures prior to the start of repairs. If repairs cover multiple lanes, ensure that the longitudinal joints are established according to Standard No.

MD 572.92 in the same location. Protect the area against damage from all causes. Repair or replace any part of the repaired pavement that is damaged.

522.03.01 Equipment. Refer to 520.03.01 and the following:

522.03.01.01 Drills. For dowel bar holes along transverse joints, use hydraulic gang drills with a minimum of two independently powered and driven drills. Use tungsten carbide drill bits. Control the forward and reverse travel of the drills by mechanically applied pressure. Mount the drill on a suitable piece of equipment such that it is quickly transported and positioned. Rest and reference the drill rig frame on and to the pavement surface such that the drilled holes are cylindrical, perpendicular to the surface being drilled, and repeatable in terms of position and alignment on the surface being drilled. Hand-held drills are not permitted for transverse joints.

For tie-bar holes along longitudinal joints, hand-held drills are permitted.

522.03.01.02 Match Curing Apparatus. According to R 72.

522.03.01.03 Portable Compressive Strength Testing Machine. Refer to T 22. Provide testing machines on site for testing match cure specimens at the specified times.

522.03.02 Weather Restrictions. Refer to 520.03.02, except perform the work only during April through October.

Provide cold weather protection as specified in 520.03.12 when the ambient air temperature is less than 70 F. The 96-hour cure time for cold-weather applications does not apply. Refer to 522.03.11.

522.03.03 Saw Cuts and Removal of Existing Pavement. Make all saw cuts perpendicular using a diamond saw blade. Remove concrete slabs by the lift out method in large sections. No other method of slab removal shall be used unless approved. Repair adjacent slab damage caused by the removal operations. Repair spalls greater than 1/4 in. wide, 2 in. long, and more than 1/2 in. deep below the pavement surface using an approved epoxy mortar. Extend the patch boundary by re-sawing the limits of the patch beyond the spalled area when spalls greater than 1 in. wide,12 in. long, and more than 1/2 in. deep below the pavement surface are created by the pavement removal operation. Complete all repairs within the same day that the pavement is removed.

Perform saw cutting and pavement removal as follows:

(a) Plain and Conventionally Reinforced Portland Cement Concrete Pavement. Make full depth saw cuts for the full slab width. When the repair is on only one side of an existing transverse joint, extend removal into the adjacent slab a sufficient distance to remove existing dowels. Remove the concrete slab within one week after making the saw cuts.

(b) Continuously Reinforced Portland Cement Concrete Pavement. Locate the boundaries of the repair at least 12 in. from the nearest transverse tight crack. Make a full depth saw cut across the full width of the slab. Remove the concrete to its full depth within the boundaries of the repair area within 72 hours after making saw cuts.

When saw cuts close due to temperature, make narrowly spaced, full depth, and full width saw cuts to relieve the pressure, or as directed. Remove the material between the narrowly spaced saw cuts and between the longitudinal joints as specified. Remove all waste material from the repair site. Seal any saw cuts that extend into adjacent slabs, curbs, or gutters as specified in Section 523.

522.03.04 Base, Subbase and Subgrade Preparation. Refer to 505.03.05, except moisten the subbase or subgrade for all types of repairs.

Backfilling may be done with aggregate or concrete.

522.03.05 Subgrade Drains. Construct subgrade drains as specified in Section 306, if directed.

522.03.06 Forms. Use the existing adjacent pavement as a form. Ensure the adjacent pavement surfaces match the existing concrete pavement surface prior to performing repairs.

If the adjacent shoulder becomes damaged during removal of existing pavement, use forms conforming to 520.03.04. Excavate the adjacent shoulder the width of the form plus 6 in. Overlap existing pavement at least 1 ft on each side of the patch and securely fasten to prevent movement. After removing the form, repair the excavated shoulder using the same type of material as used in the original shoulder.

522.03.07 Reinforcement. Refer to 520.03.06 and as specified. Place the doweled joint at the slab face closest to the original doweled joint location.

(a) Refer to Standard No. MD 577.08. Drill holes into the face of the existing slab as close as possible to mid depth, avoiding existing reinforcing steel. After cleaning out the holes, make sure the surface is dry before applying epoxy.

(b) Grout or epoxy the dowels and tie bars into place. Align reinforcement in the direction of the pavement and parallel to the surface.

(c) Drill four holes per wheel path (eight per lane) into the face of the existing slab at mid depth. Space holes 12 ± 1 in. apart on center.

(d) Use a pachometer or other device to determine the location and length of longitudinal joint tie bars in the concrete to remain in place outside the repair area.

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(e) If a longitudinal joint tie bar is within 12 in. of the surface being drilled, drill the outer holes 3 in. to 4 in. from the end of the tie.

(f) If no tie bars are within 12 in. of the surface being drilled, drill the outer holes 12 in. from a longitudinal joint between two travel lanes and 12 in. from a longitudinal joint between a travel lane and a shoulder.

Place a plastic grout retention disk on each dowel to prevent loss of the bonding material. Coat the protruding ends of the dowel bars with an approved water insoluble lubricant.

522.03.08 Joints. Refer to 520.03.14, except that joints shall not be sealed.

522.03.09 Concrete Placement. Refer to 520.03.07. Clean any adjacent vertical surfaces prior to concrete placement. Construct both plain and continuously reinforced concrete pavement repairs in one full depth operation. Construct conventionally reinforced concrete pavement repairs by placing two equal lifts with the wire mesh laid on the surface of the first lift. Vibrate all concrete.

522.03.10 Finishing. Strike off the surface of the placed concrete to the finished grade using an adjustable steel or wooden template then float the surface. Screed the repair to provide ride uniformity with the adjacent pavement, as necessary. Match the contour of the existing roadway. Perform surface checks as specified in 520.03.10. Patches not meeting uniformity requirements shall be diamond grinded at no additional cost.

522.03.11 Curing. Cure the concrete as specified in 520.03.12, except continue curing for 12 hours after concrete placement or until the repair is put into service. The requirement for an approved spraying machine having drive-wheels is waived when using the liquid membrane forming compound method.

522.03.12 Emergency Filler. Provide a sufficient amount of CR-6 to fill the void of the repair area. Place and compact the material then cover it with a steel plate. Completely remove the material when proceeding with the work using procedures that will not disturb the subgrade, subbase, dowels, load transfer tie bars, load transfer assemblies, or previously placed reinforcement.

522.03.13 Steel Plates. Have an ample supply of 1 in. thick steel plates of sufficient length and width available on the project to cover emergency filler and to protect the patch area until the concrete has developed sufficient strength to carry traffic.

522.03.14 Unacceptable Repairs. Remove and replace repairs that are not in conformance and repairs damaged by traffic or other causes. Repair limits for damages shall be as specified in 522.03.03.

522.03.15 Opening to Traffic. When used, prepare match cure specimens according to R 72. Provide temperature readings of the test specimens and the corresponding patch after finishing at intervals of one hour or less. Test match cure specimens on site at specified ages with a portable compression testing machine certified within 12 months. The pavement may be opened to traffic after having attained a compressive strength of 2000 psi, and as approved.

522.04 MEASUREMENT AND PAYMENT

Portland cement concrete pavement repairs will be measured in place and paid for at the Contract unit price per square yard for the pertinent type Plain Portland Cement Concrete Pavement Repair, Conventionally Reinforced Portland Cement Concrete Pavement Repair, and Continuously Reinforced Portland Cement Concrete Pavement Repair item. The payment will be full compensation for saw cuts, furnishing, hauling, placing of all materials, curing using match cure apparatus, field testing of match curing specimens, removal and disposal of old concrete, grout, drilled holes, chairs, all tie devices, reinforcement, epoxy coating, steel plates, emergency filler, joint sealing, and for all material, labor, equipment, tools, and incidentals necessary to complete the work.

Emergency filler, match curing apparatus, portable compression testing device, and steel plates will remain the property of the Contractor at the completion of the project. Damages caused by the Contractor shall be repaired at no cost to the Administration.

522.04.01 Removal of unsuitable material will be measured and paid for as Class 1-A Excavation. Refill will be measured and paid per cubic yard for aggregate or concrete.

522.04.02 Subgrade drains will be measured and paid for as specified in the applicable portions of Section 306.

CATEGORY 800
UTILITIES

SECTION 875 — UTILITIES STATEMENT

DESCRIPTION. The Contractor's attention is called to the requirements of Sections GP-5.05, GP-7.13 and GP-7.17.

MATERIALS. Not Applicable.

CONSTRUCTION.

(a) Attention of the Contractor is directed to the presence of water, sewer, gas mains, electrical wires, conduit, communications cables (both overhead and underground), poles and house service connections in the street or highway in which the construction project is to be performed. The Contractor shall exercise special care and extreme caution to protect and avoid damage to utility company facilities as described in the preceding sentence. The Contractor shall take into consideration the adjustments and installations by public utilities in areas within the limits of this Contract. Existing utilities have been generally located and shown on the Plans, as they are believed to exist; however, the Administration assumes no responsibility for the accuracy of these locations. **Prior to ordering any storm drain materials, the Contractor shall locate and test pit any underground facilities that appear to be in conflict in order to determine if conflicts exist. In the event that conflicts may be possible, this information shall immediately be forwarded to the State's representative for review and resolution.**

(b) The Contractor shall have all existing utilities located and be responsible for their safety. Should any existing utilities be damaged or destroyed due to the operations of the Contractor, the damaged or destroyed components shall be immediately replaced or repaired as necessary to restore the utility to a satisfactory operating condition. These repairs or replacements shall be at no additional expense to the Administration or the owner of the utility.

(c) The existing utilities shall be relocated or removed by the agency responsible for their maintenance or by the owner of the **utility unless otherwise indicated in the Contract Documents.** The Contractor shall inform the respective utility companies at least five days prior to working in any area. In addition, the Contractor shall give sufficient notice to the specific utilities of the Contractor's overall plan for construction. The utility companies will establish the lead-time necessary to meet the applicable utility work schedule and coordinate with the Contractor's work operations based upon the Contractor's overall plan.

Any submittal by the Contractor to vary the sequence of work and/or perform concurrent work in multiple phased differing from the recommended maintenance of traffic phasing, must be accompanied by an updated schedule or CPM reflecting all utility relocation's and adjustments with the affected utility owners, SHA project engineer and the District Utility Engineer. All requirements and lead times as stated in the Utility Statement and Special Provisions will remain in effect unless written approval

for the utility company and the District Utility Engineer is received by the Contractor prior to the commencing any requested work.

Attention potential contractors, please make note of our new notification procedures. SHA is now part of MISS UTILITY. Please submit your ticket request electronically via the internet or by calling MISS UTILITY directly and state the following when calling in:

SHA-6-, SHA must be entered when filling out internet form or stated when calling in, so MISS UTILITY knows what highway agency and district number (6) you are working for. Contractors are still required to notify each SHA office directly for coordination of their operations.

CONTRACT PROVISION BUY AMERICA UTILITIES

This section applies to projects partially or totally funded with Federal Funds. The prime contractor or its subcontractors shall comply with Section 165 of the Surface Transportation Assistance Act of 1982 as amended by Section 1041(a) and 1048(a) of the intermodal Surface Transportation Efficiency Act of 1991 with regard to the furnishing and coating of iron and steel products.

The prime contractor or its subcontractor shall supply certifications to the Project Engineer from the manufacturer of all costing, iron or steel products which document that the steel and iron have been manufactured and the coatings for iron or steel have been applied by the manufacturer in the United States. The Project Engineer shall forward copies of the certifications to the Office of Materials Technology for review and approval prior to such items being incorporated into the permanent work. Certifications shall extend to the materials utilized in manufactured and fabricated products purchased by the Contractor.

Products manufactured of foreign steel or iron materials may be used, provided the cost of such products as they delivered to the project does not exceed 0.1% of the total contract amount or $2,500.00, whichever is greater. If a supplier or fabricator wishes to user a partial fabrication process where domestic and foreign source components are assembled at a domestic location, the "as delivered cost" of the foreign components should include any transportation, assembly and testing costs required to install them in the final product.

This applies to all iron, steel and coating materials used for utility work incorporated into the project including materials/items supplied by the Utility Company.

(d) The following known utility owners maintain facilities within the limits of this contract for which no relocations or adjustments are anticipated.

1. Verizon Communications

Notify: Ms. Penny Gamble
Verizon Communications
251 Ritchie Lane, 2nd Floor
Glen Burnie MD 21061
(410) 768-1357

Notify: "Miss Utility" 1-800-441-8355

2. Choptank Electric Co.

Notify: Mr. Todd Bireley
Choptank Electric Cooperative
P.O. Box 430
Denton, MD 21629
(410) 479-0380

Notify: "Miss Utility" 1-800-441-8355

3. Delmarva Power

Notify: Don King
Delmarva Power
2600 Centreville Rd
Centreville, MD 21617
(410) 200-5961

Notify: "Miss Utility" 1-800-441-8355

4. KC Network Holdings

Notify: Mr. David Insley
KC Network Holdings
10807 Falls Rd
Brooklandville MD 21022
(443) 215-0330

Notify: "Miss Utility" 1-800-441-8355

5. Atlantic Broadband

Notify: Wes Page
Atlantic Broadband
330 Drummer Dr
Grasonville MD 21638
410-490-5617

Notify: "Miss Utility" 1-800-441-8355

6. Maryland Broadband Cooperative

Notify: Scott Brent
Maryland Broadband Cooperative
2129A Northwood Dr
Salisbury MD 21801
410-726-2688

Notify: "Miss Utility" 1-800-441-8355

7. DOIT State of Maryland

Notify: Denis McElligott
DOIT State of Maryland
45 Calvert St
Annapolis MD 21401
443-315-6408

Notify: "Miss Utility" 1-800-441-8355

8. Town of Chestertown

Notify: Robert Sipes
Town of Chestertown
118 N. Cross Street
Chestertown, MD 21620
(410)778-0500

Notify: "Miss Utility" 1-800-441-8355

9. Town of Millington

Notify: Mr. Steve Walls
Town of Millington
402 Cypress St PO Box 330
Millington MD 21651
(410) 928-3880

Notify: "Miss Utility" 1-800-441-8355

10. Town of Galena

Notify: Mrs. Sharon Weygand
Town of Galena
101 South Main St
Galena MD 21635
(410) 648-5151

Notify: "Miss Utility" 1-800-441-8355

11. Town of Betterton

Notify: Elizabeth Greenwell
Town of Betterton
(410) 348-5522

Notify: "Miss Utility" 1-800-441-8355

12. Town of Rock Hall

Notify: Mr. Ron Fithian
Town of Rock Hall
5585 North Main St
Rock Hall MD 21661
(410) 639-7611

Notify: "Miss Utility" 1-800-441-8355

Maryland State Highway Administration
State Highway Administration maintains traffic signals and lighting for which no relocation or adjustments are anticipated.

Signals

Mr. Ed Rodenhizer
State Highway Administration
Signal Operations Division
7491 Connelly Drive
Hanover, MD 21076

Notify: (410) 787-7653

Highway Lighting

Mr. Richard Crew
State Highway Administration
District 2
615 Morgnec Road
Chestertown, MD 21620

Notify : (410) 778-3061/1-800-637-9740

(e) When it is necessary to use steel plates at any point during construction, the following <u>Minimum</u> requirements shall be met:

1. **Steel plates are to be no less than one inch thick.**
2. **Steel plates are to cover access pit (s) with a one-foot overlap onto existing pavement on all four sides of access pit (s).**
3. **When only three sides overlap existing roadway, the fourth side shall be supported by a 12" X 12" I beam or timber.**
4. **In cases where plates are used to cover extremely large excavations, it will be necessary to install an immediate support system to prevent deflection. Steel plates must be pinned to prevent movement.**
5. **Steel plates**
6. **It will be must be ramped with cold patch or hot mix asphalt at end of each work shift necessary to recess any steel plates that are plated in the roadway during the winter months.**

(f) All notifications to the above utilitiy companies and "MISS UTILITY" , 1-800-257-7777shall be given 48 hours (two full working days) in advance of working in the area of the specific affected utility. The notification to "MISS UTILITY" is required whenever any excavating or similar work is to be performed.

(g) If an adjustment is required to facilities, it is necessary that the existing facilities remain in service until the new construction is complete and placed in service. Also, when adjustments are required, establishment of lead times are necessary to meet the applicable utility schedule and coordination with the Contractor's work operation.

MEASUREMENT AND PAYMENT. Working around or protecting existing aerial and underground utilities, regardless of ownership (State or Public); removal of temporary materials from the adjusted utilities prior to placement of the proposed hot mix asphalt; cooperation with the owners of the utilities and with other Contractors will not be measured for payment and the cost will be incidental to the item s specified in the Contract Documents.

CONTRACT PROVISION BUY AMERICA UTILITIES

This section applies to projects partially or totally funded with Federal Funds. The prime contractor or its subcontractors shall comply with Section 165 of the Surface Transportation Assistance Act of 1982 as amended by Section 1041(a) and 1048(a) of the Intermodal Surface Transportation Efficiency Act of 1991 with regard to the furnishing and coating of iron and steel products.

The prime contractor or its subcontractors shall supply certifications to the Project Engineer from the manufacturer of all coating, iron or steel products which document that the steel and iron have been manufactured and the coatings for iron or steel have been applied by the manufacturer in the United States. The Project Engineer shall forward copies of the certifications to the Office of Materials Technology for review and approval prior to such items being incorporated into the permanent work. Certifications shall extend to materials utilized in manufactured and fabricated products purchased by the Contractor.

Products manufactured of foreign steel or iron materials may be used, provided the cost of such products as, delivered to the project, does not exceed 0.1% of the total contract amount, or $2500, whichever is greater. If a supplier or fabricator wishes to use a partial fabrication process where domestic and foreign source components are assembled at a domestic location, the "as delivered cost" of the foreign components should include any transportation, assembly and testing costs required to install them in the final product.

This applies to all iron, steel and coating materials used for utility work incorporated into the project, including materials/items supplied by the Utility Company.

MARYLAND DEPARTMENT OF TRANSPORTATION
STATE HIGHWAY ADMINISTRATION

Larry Hogan
Governor
Boyd K. Rutherford
Lt. Governor
Gregory Slater
Secretary
Tim Smith, P.E.
Acting Administrator

MAY 19 2020

Re: Contract No.: XY8145177
F. A. P. No.: AC-STBG-NHPP-000B(359) E
Description: Mill, Grind, Patch, and Resurface Pavement at Various Locations in Kent County – Area Wide

David A. Bramble, Inc.
P. O. Box 419
Chestertown, Maryland 21620

Gentlemen / Ladies:

Reference is made to Specifications included in your bid. Please be advised that your bid of **$3,016,512.58** has been accepted and this letter is your "Notice of Award."

The contract documents will be forwarded to you in the near future by the Contract Award Division.

With the exception of maintenance contracts, please be advised that no work may commence prior to the submission and Engineer's approval of an Initial Project Schedule. If the contract requires a Critical Path Method (CPM) Schedule, refer to Section 109 in the 'Standard Specifications for Construction & Materials' for submission guidelines and deadlines. If no explicit payment provision is made for a schedule, an Initial Activities Chart is still required in accordance with the submission and deadline requirements of Section 110 in the 'Standard Specifications for Construction & Materials'.

We encourage you to elect to participate in the partnering agreement. You are likewise encouraged to familiarize your company to the Maryland Quality Initiative (MdQI) Awards of Excellence Program (www.MdQI.org). There are categories in the MdQI Awards Program expressly created to recognize Prime Contractor, Subcontractor and Disadvantaged Business Enterprise excellence. The Partnering Team is copied on this award letter and will be reaching out to you.

I hope you will read the information and consider active participation in both of these worthwhile programs. These programs were developed to encourage teamwork, improve quality and recognize outstanding performance.

If there are any questions regarding this matter, please contact Mr. Eric Agyekum Amoako, Division Chief, Contract Award Division at (443) 572-5215.

Sincerely,

For Tim Smith, P.E.
Deputy Administrator,
Chief Engineer for Operations

TES:sat

DEPARTMENT OF PUBLIC WORKS ROADS DIVISION

FY22 Paving Work

- Handy Point Rd. (from MD 298 to the split)- 21.5' wide 9,591' long (1.81 miles) $192,500.00
- Porters Grove Rd. (from MD 514 to MD 297)- 22.3' wide 11,032' long (2.09 miles) $281,050.00
- Shadding Reach Rd. (from MD 291 to the end)- 16' wide 5,627' long (1.06 miles) $ 46,500.00

4.96 miles $520,050.00

Cost per mile $ 104,748

FY22 Surface Treating Program (#7/#8 Stone)

	Unit Cost
Estimate) Asphalt Cost/Gallon:	$2.00
#7/#8 Chip Stone/Ton:	$28.30

1 coarse each road

Rates of application: 0.5 gallons asphalt & 35 lbs. stone per square yard

Total Tons 2,089.3

	Road #	Road Name		Length (miles)	Width	Sq. Yards	Tons Stone	Gallons Asphalt	Stone Cost	Asphalt Cost	Total Cost	
1	356	Bessicks Corner Rd.	7	1.66	20	19,477	340.9	9,739	$9,646.15	$19,477.33	$29,123.48	
1	360	St. James Rd.	7	2.23	20	26,165	457.9	13,083	$12,958.38	$26,165.33	$39,123.71	5.54
1	388	Walnut Point Rd.	7	1.65	18	17,424	304.9	8,712	$8,629.24	$17,424.00	$26,053.24	$94,300.43
2	353	Clark Rd.	7	4.80	20	56,320	985.6	28,160	$27,892.48	$56,320.00	$84,212.48	
	TOTALS			10.34		119,387	2,089.3	59,693	$59,126.25	$119,386.67	$178,512.91	

4.80

$84,212.48

Cost per mile: $17,264.30

$178,512.91

10.34

Total Budget Paving $520,050 + Surface Treatment $178,512.91 = $698,562.91 (8/20/21)

Kent County GPS/GIS Control Monumentation
9/7/2021
County Commissioners Meeting

Item Summary:
Proposed County support to MDOT for the installation of additional survey control throughout the County to permit the utilization of more accurate GPS and GIS survey and mapping.

ATTACHMENTS:

Description

MDOT GPS/GIS Control Map

Kent County

GPS Control Project

BETTERTON
Turners Creek
BOUNDARY MONUMENT 63 1976
SASS
SASS AZ MK
F 72
Coast Guard
Still Pond
Davis Hill
HABERSACK
Golts
H 114
WOODALL
ANDELOT
Smithville
Lynch
Browntown
Chesterville
BOUNDARY MONUMENT 58 DEL MD
Kennedyville
Great Oak
Worton
CLARK
C 72 Reset
CLARK AZ MK
Flatland
Goose Hill
Morgnec
C 72 RESET 1964
H 13
WILSON
K 115
Tolchester
Fairlee
Chestertown
WILMER
Langford
N 115
Shipyard
Pomona
Rock Hall
Crosby
Cliff City
GOLD
East Neck

Legend

- ANDELOT
- C 72 RESET 1964
- Feature 1
- Feature 2
- Feature 3
- Feature 4
- Feature 5

Google Earth

© 2021 Google

N

9 mi

Cacaway Shared Use Facility Easement Agreement
9/7/2021
County Commissioners Meeting

ATTACHMENTS:

Description

09.07.21 Perpetual Share Use Facility Easement and Right-of-Away Agreement, By and Between Cacaway Farm Cooperative Housing Corporation and The County Commissioners of Kent County, Shared Sewage Disposal Facility Agreement

Prepared by and Return to:
Thomas N. Yeager, Esquire
Law Office of Thomas N. Yeager
203 Maple Avenue
Chestertown, MD 21620

Tax Map 52, Parcel No. 18
Deed Reference: M.L.M. 7/467

PERPETUAL SHARED USE FACILITY EASEMENT AND RIGHT-OF-WAY AGREEMENT

THIS PERPETUAL EASEMENT AND RIGHT-OF-WAY AGREEMENT (the "Agreement") is made as of this 7th day of September 2021, by and between Cacaway Farm Cooperative Housing Corporation, a Maryland corporation, and Cacaway Farm Corporation, a Maryland corporation their successors and/or assigns (hereinafter collectively referred to as "Grantor"), and The County Commissioners of Kent County, a body politic and municipal corporation of the State of Maryland, its affiliates, successors and/or assigns (hereinafter "Grantee" or "County").

WHEREAS, The Grantor, is the fee simple owner of certain property located in the Seventh Election District of Kent County, Maryland known as the Cacaway Farm, and is located on the West Side of Broad Neck Road, and is more fully described in a Deed recorded among the Land Records for Kent County, Maryland in Liber M.L.M. No. 7, folio 467 (the "Property").

WHEREAS, the Property is located in where a shared sewage wastewater treatment and disposal facility (the "Facility") is provided;

WHEREAS, said Facility requires improvements to be located on the Property, which may include, but are not limited to, treatment equipment, electrical service, water well, pipes, and treated wastewater infiltration sand mounds; and

WHEREAS, the County has agreed to assume responsibility to operate, maintain, and monitor the Facility in accordance with a Shared Sewage Disposal Facility Agreement dated May

Law Office of
THOMAS N. YEAGER
ATTORNEY AT LAW
203 MAPLE AVENUE
P.O. BOX 455
CHESTERTOWN, MD 21620
(410) 810-0428

5, 2020 and recorded among the Land Records of Kent County, Maryland, at Liber S.L.K. No. 1058, folio 274.

WITNESSETH:

THAT FOR AND IN CONSIDERATION of the mutual covenants contained herein and for other good and valuable consideration, the receipt of which is hereby acknowledged, Grantor hereby grants, bargains, and conveys to Grantee an exclusive, uninterrupted, and perpetual use of the 50 foot wide private right-of-way access road from Broad Neck Road, and a Deed of Easement for the Facility for the purpose of operation, maintenance, monitoring, improvement, inspection, repair, replacement, renewal and removal of underground facilities; including, but not limited to wastewater lines, sand mounds and treatment tanks together with all necessary and incidental accessories and appurtenances, including, but not limited to, pipes, valves, hydrants, electric service, (the "Facilities"), as may be desired by Grantee for the treatment and disposal of wastewater in accordance with State permits over, under, through, in, upon, and across lands of the Grantor situated in the Seventh Election District, Kent County, Maryland (the "Easement"), the location of which is shown on a plat marked **Exhibit "A"** attached hereto and made by reference a part hereof.

TOGETHER with the right and privilege of free ingress, egress and regress to and for Grantee, its affiliates, employees, agents, contractors, subcontractors, nominees, successors and assigns including the Kent County Health Department and Maryland Department of the Environment, as may be necessary for the purpose of installing, constructing, maintaining, inspecting, repairing, replacing, renewing and removing their facilities located in said easement area.

The foregoing grant of right of way and easement is further subject to the following conditions, covenants and agreements of the parties hereto:

1. The easement and right-of-way hereby granted shall apply to and run with the above described lands of Grantor, shall be binding upon Grantor, the heirs, executors, administrators, successors and assigns of Grantor, and may be released, extinguished or abandoned only by an

Law Office of
THOMAS N. YEAGER
ATTORNEY AT LAW
203 MAPLE AVENUE
P.O. BOX 455
CHESTERTOWN, MD 21620
(410) 810-0428

appropriate document executed by both Grantee and Grantor.

2. Grantor agrees to allow and maintain access to the individual system septic tanks to allow the Grantee to inspect and pump out the septic tanks.

3. Grantee shall have the right, from time to time, to trim, cut and clear away any and all trees and bushes now and hereafter located on said Easement which, in the opinion of Grantee may be necessary for the construction, installation, maintenance, improvement, operation, inspection, repair, replacement, renewal, and removal of Grantee's facilities, or which may now be or become a hazard to said facilities.

4. Grantor agrees to keep the easement and right of way area free from obstructions which would prevent access by Grantee to the Facilities.

5. Any facilities installed, maintained, removed, or replaced by Grantee in the Easement area are, and shall at all times remain, the sole personal property of Grantee for use in its business, are subject to removal by Grantee, and shall not be considered permanently affixed to the realty so as to become "fixtures."

6. Grantee shall have the right to assign this Easement, or any part thereof, including all the rights and privileges hereby granted.

7. All notices and other communications, whether required or otherwise, made under this Agreement shall be in writing and shall be deemed to have been given if personally delivered or mailed by registered, certified, or first-class mail, postage prepaid, or sent by overnight delivery, email or facsimile transmission:

If to Grantor:
Katherine Macielag Lightburn
Treasurer
Cacaway Farm Cooperative Housing Corporation
23393 Cacaway Farm Lane
Chestertown, Maryland 21620

LAW OFFICE OF
THOMAS N. YEAGER
ATTORNEY AT LAW
203 MAPLE AVENUE
P.O. BOX 455
CHESTERTOWN, MD 21620
(410) 810-0428

If to Grantee:
Director
Department of Public Works
709 Morgnec Road
Chestertown, Maryland 21620

or to such other address or such other person as one party shall have last designated by notice to the other party. Notices delivered personally or by overnight delivery shall be effective upon delivery. Notices properly addressed and delivered by mail, return receipt requested, or by certificate of mailing shall be effective upon deposit with the United States Postal Service. Notices sent by e-mail or facsimile transmission shall be effective upon confirmation of transmission.

8. Grantee hereby indemnifies and saves harmless Grantor from any liability or damage arising from any and all claims of property damage, personal injury or death; including the payment of reasonable attorney's fees as a result of Grantee's use and enjoyment of the easement; including, but not limited to, its use, construction, and maintenance of said facilities. Grantor shall not be held liable for any damage or injury to Grantee, its officers, agents or employees, or to any third party entering upon the easement area in connection with Grantee's use thereof, or for any damage or injury to Grantee's goods, chattels or other property of Grantee, its officers, officials, agents or employees, due to any cause, except if such cause is the result of the negligence of Grantor, or the agents, invitees, licensees, or employees of Grantor.

Law Office of
THOMAS N. YEAGER
ATTORNEY AT LAW
203 MAPLE AVENUE
P.O. BOX 455
CHESTERTOWN, MD 21620
(410) 810-0428

IN WITNESS WHEREOF, Grantor and Grantee have executed this Agreement as of the day and year first above written.

WITNESS/ATTEST:

GRANTOR:

_____ _____(SEAL)

Name: _____

Title: _____

Michael Moore, President
Cacaway Farm Corporation

STATE OF MARYLAND, COUNTY OF _____, to wit:

I HEREBY CERTIFY, that on this _____ day of _____, 2021, before me, a Notary Public of the State and County aforesaid, personally appeared Michael Moore, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that in his capacity as President of the Cacaway Farm Corporation, he executed the same for the purposes herein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal.

_____
Notary Public

My Commission Expires: _____

WITNESS/ATTEST:

GRANTOR:

_____ _____(SEAL)

Name: _____

Title: _____

Marjorie Brown, President
Cacaway Farm Cooperative Housing Corporation

LAW OFFICE OF
THOMAS N. YEAGER
ATTORNEY AT LAW
203 MAPLE AVENUE
P.O. BOX 455
CHESTERTOWN, MD 21620
(410) 810-0428

STATE OF MARYLAND, COUNTY OF _____, to wit:

I HEREBY CERTIFY, that on this _____ day of _____, 2021, before me, a Notary Public of the State and County aforesaid, personally appeared Marjorie Brown, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that in his capacity as President of the Cacaway Farm Cooperative Housing Corporation, he executed the same for the purposes herein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal.

_____
Notary Public

My Commission Expires: _____

WITNESS/ATTEST: GRANTEE:

THE COUNTY COMMISSIONERS OF KENT COUNTY

Sallie Watson By: P. Thomas Mason (SEAL)

Name: Sallie Watson P. Thomas Mason, President

Title: Deputy Clerk II

STATE OF MARYLAND, COUNTY OF Talbot, to wit:

I HEREBY CERTIFY, that on this 7th day of September, 2021, before me, a Notary Public of the State and County aforesaid, personally appeared P. Thomas Mason, President, The County Commissioners of Kent County, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that in his capacity as such officer, he executed the same for the purposes herein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal.

Sallie Watson
Notary Public

My Commission Expires: 7-31-23

SALLIE E. WATSON
NOTARY PUBLIC
TALBOT COUNTY
MARYLAND
My Commission Expires 07-31-2023

LAW OFFICE OF
THOMAS N. YEAGER
ATTORNEY AT LAW
203 MAPLE AVENUE
P.O. BOX 455
CHESTERTOWN, MD 21620
(410) 810-0428

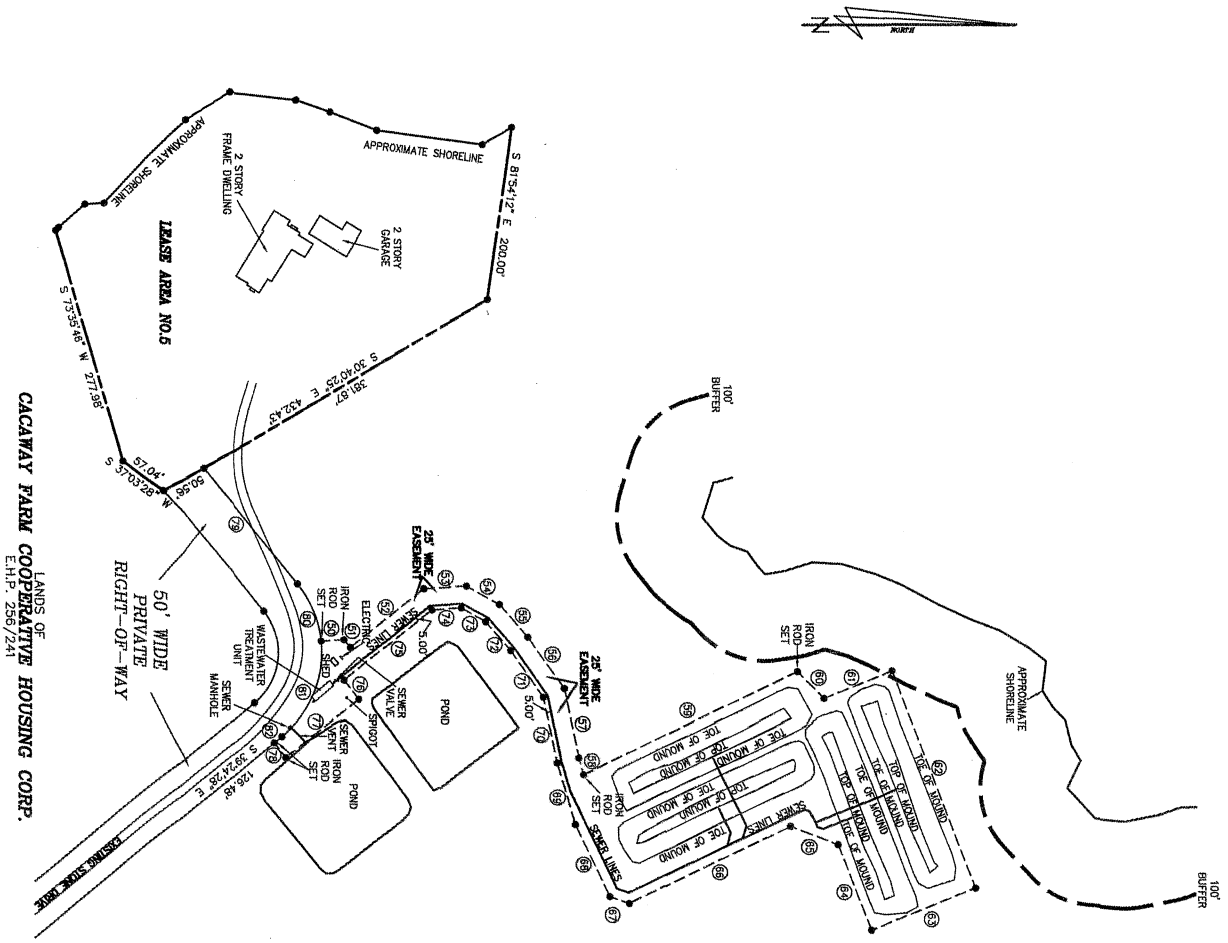
THIS IS TO CERTIFY that the within instrument was prepared by or under the supervision of the undersigned, an attorney duly admitted to practice before the Court of Appeals of Maryland.

Thomas N. Yeager

Law Office of
THOMAS N. YEAGER
ATTORNEY AT LAW
203 MAPLE AVENUE
P.O. BOX 455
CHESTERTOWN, MD 21620

(410) 810-0428

Exhibit "A"



LANDS OF CACAWAY FARM CORPORATION M.L.M. 7/467

REFERENCE LINES			
79	N 55°49'11" E	171.69'	
80	N 67°22'07" E	71.82'	
81	S 67°37'50" E	116.43'	ARC: 72.53'
82	S 39°24'28" E	11.36'	123.38'
			RADIUS: 125.00'
			125.00'

LINE	BEARING	DISTANCE
50	N 03°38'50" W	26.55'
51	N 50°03'15" E	11.61'
52	N 38°12'54" W	108.88'
53	N 03°19'11" W	49.10'
54	N 29°21'26" E	43.63'
55	N 48°56'03" E	50.06'
56	N 54°37'57" E	72.14'
57	N 78°14'17" E	81.45'
58	N 74°01'28" E	20.14'
59	N 25°51'21" W	273.58'
60	N 45°45'38" E	42.71'
61	N 21°34'08" E	84.98'
62	S 21°34'08" W	283.40'
63	S 68°25'52" W	108.08'
64	S 21°17'15" W	57.69'
65	S 25°51'21" E	205.94'
66	S 19°08'39" W	24.08'
67	S 64°08'39" W	92.18'
68	S 74°01'28" W	73.79'
69	S 78°14'17" W	77.15'
70	S 54°37'57" W	65.92'
71	S 48°56'10" W	44.26'
72	S 29°21'26" W	31.99'
73	S 03°19'11" E	33.92'
74	S 38°12'54" E	130.09'
75	S 38°12'54" E	129.88'
76	S 38°12'54" E	107.84'
77	S 51°47'06" W	21.85'
78	S 51°47'06" W	

EASEMENT AREA BEARINGS & DISTANCES

DWG. NAME —

EXHIBIT A – SHARED SEWAGE DISPOSAL FACILITY DEED OF EASEMENT PLAT

ON THE LANDS OF

CACAWAY FARM COOPERATIVE

SEVENTH ELECTION DISTRICT, KENT COUNTY, MARYLAND

TAX MAP 52, PARCEL 18

DATE	SCALE
5-28-2021	1"=100'
JOB NO.	DRAWN BY
7051-B	M.SCOTT
FOLDER REF	
K-855	

DATE	REVISION

MICHAEL SCOTT INC.
400 S CROSS ST STE 3, CHESTERTOWN, MD 21620 (410)778-2310

STATE OF MARYLAND
MICHAEL A. SCOTT
No. 526
REGISTERED
PROPERTY LINE SURVEYOR

DATE

SEAL

Public Works Agreement
9/7/2021
County Commissioners Meeting

ATTACHMENTS:

Description

09.07.21 Public Works Agreement, By and Between Humane Society of Kent County, Inc. and Board of County Commissioners for Kent County

PUBLIC WORKS AGREEMENT

THIS AGREEMENT made the 7th day of September **2021,** by and between The **HUMANE SOCIETY OF KENT COUNTY, INC.,** a Maryland Corporation (hereinafter referred to as "Developer"), and **BOARD OF COUNTY COMMISSIONERS FOR KENT COUNTY,** (hereinafter referred to as "County"):

WITNESSETH:

WHEREAS, the County has developed for certain areas in Worton, MD a comprehensive sewerage system for the collection, treatment and disposal of sanitary sewerage and all appropriate facilities appurtenant (hereinafter called "Sewer System"); and,

WHEREAS, the County has developed for certain areas in Worton, MD a comprehensive potable water system for the treatment, storage, and distribution of potable water and all appropriate facilities appurtenant (hereinafter called "Water System"); and,

WHEREAS, for the purpose of this Agreement, Developer has purchased the fee simple title to, or is the equitable owner of, a certain lot identified as Tax Map 28, Parcel 120 in Worton, Kent County and State of Maryland, known as the plan for **The Animal Care Shelter for Kent County** (hereinafter called "Development"). A list of plans of said premises and/or Subdivision prepared by Davis, Moore, Shearon & Associates, LLC dated March, 2020 is incorporated herein by reference and made part hereof. All of the plans listed in said list of plans and/or the final approved plan of the Subdivision (hereinafter collectively called "Plans") is/are incorporated herein by reference; and

WHEREAS, the approved estimated cost of constructing the extension of said sewer system and water system to and within the Development is attached hereto as Exhibit "A"; and,

WHEREAS, Developer covenants and agrees to construct and erect all sewer and water facilities shown on the Plans and Drawings of the Development, incorporated herein by reference; and,

WHEREAS, Developer agrees to construct and offer dedication of the offsite sewer system and water system improvements; and,

WHEREAS, Developer will obtain any necessary easements and rights-of-way and permits necessary to extend the County sewer and water lines line in order to provide service to the subject tract of ground, all of which shall be done at the Developer's cost and expense, subject to proper approval of design and inspection of installation of the said sewer and water lines by the County or its designate; and,

WHEREAS, the County is willing provide eight (8) allocations of water and sewer capacity for the development in accordance with its allocation policy to make its facilities for the collection, treatment and disposal of sanitary sewerage and treatment, storage and distribution of potable water available to the Development.

NOW, THEREFORE, County and Developer, for and in consideration of the mutual covenants herein contained, as well as for other good and valuable consideration, and intending to be legally bound hereby, agree to and with each other as follows:

1. Developer agrees to erect and construct sanitary sewer lines from the existing sewer manhole located along Route 297 along the entire frontage of the Development and also all appurtenances necessary to connect said Development to the existing sanitary sewer of the County and in and along the road as set forth on the aforesaid Plan, all of which shall be done in conformity with plans and specifications as approved by the County or its designate.

2. Developer agrees to erect and construct all potable water distribution lines from the existing water line along the entire frontage of the Development and also all valves and appurtenances necessary to connect said Development to the existing water line of County and within the property of Developer as set forth on the aforesaid Plan, all of which shall be done in conformity with plans and specifications as approved by County or its designate, and said construction and installation shall include all valves and appurtenances necessary and required by County.

3. Upon completion of the said construction by Developer and approval by County, and after payment of all costs of construction, transfer taxes, and fees to County relating to allocations and construction herein, as well as all costs of any kind or nature pertaining thereto, and upon approval by County after inspection of the lines and appurtenances at Developer's sole cost and expenses, Developer shall convey to County by appropriate Deed or Deeds any necessary easements or rights-of-way in which any extension from the existing trunk line of County to the subject tract of ground has been constructed, together with all releases necessary and proper showing payment for materials and for labor. Developer shall pay any transfer taxes on account of such conveyances and shall convey the said easements or rights-of-way free and clear of all liens and encumbrances and shall furnish a survey to County.

4. All sewer and water line mains, laterals, manholes, valves and building sewer and water laterals shall be built and constructed by Developer at its sole cost according to all specifications, rules and regulations, inspection and approval of County and its designate, and pursuant to any rules and regulations and approval of any State or municipal body, including the said County, having jurisdiction therein, and further agrees that it will obtain the approval of County by any means of resolution or in any manner necessary and proper prior to any connection of the Development to the sewer system.

5. The Developer's land abuts the State Road right of way in which the existing County water and sewer service is located. The Developer shall obtain at its own cost, a highway occupancy permit from the State Highway Administration. Developer shall be responsible for all permitting, inspection, construction and restoration costs as determined by the Highway Occupancy permit conditions. The County shall have the right to deny final installation of the water meter until all requirements of the highway occupancy permit have been met.

6. When the construction of the mains and Development connections have been completed by Developer and approved by the County, and upon complying with all rules and regulations of the County pertaining thereto, and pursuant to any rules or regulations and approval required of any State body, then the Developer shall have the right and privilege of tying into the sewer and water systems of the said County for use. All costs and expenses of such connection including the purchase of a water meter assembly shall be borne by Developer. All such connections and attachments shall be subject to the supervision and approval of County or its designates.

7. After the connection of the sewer or water lines by Developer to the County Sewer System and Water System, Developer shall, by appropriate Deed of conveyance and dedication, dedicate or cause to be dedicated to County as a gift all of Developer's or the then owner's right, title and interest to the sewer line extensions and water mains and also all valves and appurtenances located within the State Road Right of Way and Utility easement noted on the plans, with the delivery of the said Deed by Developer. Developer shall furnish County with a title policy of a reputable title insurance company insuring that the title so conveyed and dedicated is good and marketable, and free and clear of all liens and encumbrances.

8. The Developer shall post a Payment and Performance Bond in the amount of 125% of the estimated construction and other costs for the water and sewer improvements as presented in Exhibit "A".

9. The Developer shall provide a maintenance bond or other surety acceptable to the County in the amount of 15% of the value of the water and sewer improvements dedicated to the County for a period of one (1) year from the date of acceptance of the dedication by the County. Said Bond or surety shall provide security for a warranty for repairs due to any defects of construction, materials and restoration of the dedicated water and sewer improvements.

10. Developer agrees to indemnify, protect and save harmless County, its agents, servants, employees, successors and assigns from and against any and all claims, demands, actions or liabilities, cost and expenses, including legal fees and engineering fees, for any claims or demands from or by any person or corporation by any reason of this Agreement or action taken hereunder by the said County. Developer and its contractors and contractor's subcontractors shall obtain and provide to County and/or its agents certificates of insurance, from an insurer in a form to be approved by, for limits and categories of coverage specified by County, naming County as additional insureds.

11. This Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators , successors and assigns of the parties hereto.

12. Developer agrees to hold harmless County, its agents, servants, and employees, from any losses, suits, or claims arising from action taken or not taken incidental to their good faith performance of the terms of this Agreement.

13. The developer agrees to commence paying quarterly "Vacant lot" user fees for the eight (8) allocations beginning with the next full County billing quarter after the execution of this agreement. Vacant lots charges will remain in effect until such time as the water meter is installed. Once a water meter is installed and inspected the user charge will change to "Commercial".

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE TO FOLLOW]

Estimate of Construction Cost
For
Sewer and Water Systems

Project: Animal Care Shelter for Kent County
Location: Chestertown, Maryland

By: KJS
Date: Jul-20

ITEM	QUANTITY		UNIT COST ($)	COST ($)
Public Water System				
8" Water Main	326	lf	$60.00 /lf	$19,560
8" Valve and Box	3	each	$1,200.00 each	$3,600
Fire Hydrant	1	each	$5,000.00 each	$5,000
			subtotal	$28,160
Public Sewer System				
4" HDPE Pressure Line	325	lf	$40.00 /lf	$13,000
4" Valve and Box	1	each	$800.00 each	$800
modifications to manhole	1	LS	$10,000.00	$10,000
service connection assembly	1	each	$1,500.00 each	$1,500
			subtotal	$25,300
On-lot Water Service				
4" Water Service	234	lf	$42.00 /lf	$9,828
2" Water Service	234	lf	$24.00 /lf	$5,616
4" Valve	1	each	$850.00 each	$850
2" Valve and Box	1	each	$400.00 each	$400
Water Meter Vault	1	each	$2,500.00 each	$2,500
Meter Vault	1	each	$950.00 each	$950
			subtotal	$20,144
On-lot Sewer Service				
6" Gravity Sewer	117	lf	$45.00 /lf	$5,265
Grinder Pump	1	each	$15,000.00 each	$15,000
1-1/4" HDPE Pressure Line	436	lf	$25.00 /lf	$10,900
Inline Flushing Connection	1	each	$500.00 each	$500
			subtotal	$31,665
As-built Plan Set	1	each	$2,500.00 each	$2,500
			Total	$107,769

Surety Amount (125%): $134,711

Davis, Moore, Shearon & Associates, LLC

CHESAPEAKE BANK + TRUST

DMS

P.O. Box 80 Centreville MD 21617
Phone (443)262-9130
Email email@dmsandassociates.com

IN WITNESS WHEREOF, the parties hereto have executed this Agreement and set their hands and seals the day and year first above written.

WITNESS/ATTEST:

Sondra M. Blackiston

Sondra Blackiston, Clerk

THE COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND

By: P. Thomas Mason

P. Thomas Mason, President

Date: 09/07/21

WITNESS:

James T Brown

Name: James T Brown

DEVELOPER: Humane Society of Kent County, Inc -

By:

Name: Richard Keaveney

Title: Exec Director

Date: 8/18/21

Release of Letter of Credit
9/7/2021
County Commissioners Meeting

ATTACHMENTS:
Description

Claude. J. Morales, Mayor, Town of Millington
9/7/2021
County Commissioners Meeting

Item Summary:
Wastewater Treatment Facility

ATTACHMENTS:

Description

08.31.21 Claude Morales, Mayor, Town of Millington, Wastewater Treatment Facility

Town of Millington
Incorporated 1890
P. O. Box 330 - Millington, Maryland 21651
Phone: (410) 928-3880 Fax: (410) 928-5764
E-Mail: Millington@atlanticbbn.net
Website: millingtonmd.us

August 31, 2021

Kent County Commissioners
400 High Street
Chestertown, MD 21620

Re: Wastewater Treatment Facility in Millington – future growth

Honorable Kent County Commissioners:

Please allow this letter to serve as record the Town of Millington is interested in Kent County and Kent County Public Works studying the possibility of the creation of a new centrally located Wastewater Treatment Plant. This new plant would serve Millington and Kent County's existing users and potential developments within Millington Town limits and developments along the 301 corridor. This is an opportune time for the Town and the County to work together for the betterment of both the Town and the County.

Sincerely,

Claude J. Morales, Jr.
Mayor

CC: Michael Moulds, P. E., Director of
Kent County Public Works
Peter Bourne, P. E., of
KCI Technologies, Inc.

Claude J Morales, Jr., Mayor
Kevin Hemstock, Council Michelle Holland, Council
Jason E. Manning, Council Wayne Starkey, Council

Community Fire Company of Millington, Raffle Only, November 26, 2021
9/7/2021
County Commissioners Meeting

ATTACHMENTS:

Description

15-2021 Community Fire Company of Millington, Raffle Only, November 26, 2021, Application

Permit# 15-2021

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: Community Fire Company of Millington

Address of Organization: P.O. Box 255 Millington Md. 21651

Telephone: (410) 9283171

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: 52-6056469

Person responsible for complying with permit regulations and requirements:

Name: Wayne J. Starkey

Address: 387 Cypress St Millington Md. 21651

E-Mail: wayne.starkey@yahoo.com

Telephone: (443) 907 8275

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

Location address of fund-raising affair: Millington Fire House
185 Sassafras st
Millington Md 21651

Are these premises owned, leased, or regularly occupied by the organization named above? yes

Date(s) of fund-raising: 9-1-2021 - 11-26-2021

Date and Time of Drawing: 11-26-2021 Begin at: 1900/7PM

Signature of person completing this application: Wayne J Starkey

Please Select One:

(✓) Pick Up

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

County Commissioners Office

Date 8-25-21 LJC

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:

N/A

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:

Wayne J. Starkey
384 Cypress St.
Millington MD 21651
(443) 907-8275

Signature of person completing application: Wayne J Starkey

Soroptimist International of Kent & Queen Anne's County, Raffle Only, December 5, 2021
9/7/2021
County Commissioners Meeting

ATTACHMENTS:

Description

16-2021 Soroptimist International of Kent & Queen Anne's County, Raffle Only, December 5, 2021, Application

Permit# 16-2021

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: Soroptimist Int. of Kent & Queen Annes County

Address of Organization: PO Box 535, Chestertown, MD 21620

Telephone: (410) 708-6554

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: 23-7043197 / State: 31206923

Person responsible for complying with permit regulations and requirements:

Name: Vickie S. Quinn

Address: 320 Longfellow Dr Chestertown, MD 21620

E-Mail: pepper1995@verizon.net

Telephone: (410) 708-6554

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

Location address of fund-raising affair: First United Methodist Church
105 N. Mill St.
Chestertown MD 21620

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

Date(s) of fund-raising: 9/1/21 to 12/5/21 (Sell before event)

Date and Time of Drawing: 12/5/21 Begin at: _____ End at: _____

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: Vickie S Quinn

Please Select One:

(✓) Pick Up Rods Dept

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

County Commissioners Office

Date 8-26-21 LLC

Sultana Education Foundation, Beer Only, September 3, 2021
9/7/2021
County Commissioners Meeting

ATTACHMENTS:

Description

4731 Sultana Education Foundation, Application

4731

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.

Type of Function First Friday Gathering

Location of Function 200 S. Cross Street

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? No 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) Sept. 3 [redacted] 2021
Begin at: 5:00 pm End at: 7:00 pm and the applicant tenders herewith the sum of ($ 5 Per Diem) ($ 35) in payment for the license.

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

County Commissioners Office
Date 8-31-21 LSC

9. Applicants

(1) Elizabeth Schmeltz 7101 Pomona Rd Chestertown
Name Residence
22 yrs. Dir. Public Events 410-778-5954
Length of Residence in Kent Co. Committee Title Phone No. (Signature of Applicant)

STATE OF MARYLAND

This certifies, that on the 31st day of August, 2021, before the subscriber, a Notary of the State of Maryland, personally appeared Elizabeth 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.

Karyn L Rotini (SEAL)
My commission expires 1/24/2024

(2) Madison Beres 516 High St. Chestertown, MD 21620
Name Residence
21 years Communications + Development 410 708 2333
Length of Residence in Kent Co. Committee Title Phone No. (Signature of Applicant)

STATE OF MARYLAND

This certifies, that on the 31st day of August, 2021, before the subscriber, a Notary of the State of Maryland, personally appeared Madison Beres 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.

Karyn L Rotini (SEAL)
My commission expired 1/24/2024

(3) Dan McMullen 211 N. Water St Chestertown MD
Name Residence
25+ President 410-778-5954
Length of Residence in Kent Co. Committee Title Phone No. (Signature of Applicant)

STATE OF MARYLAND

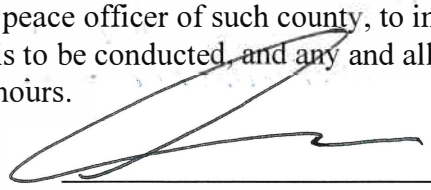
This certifies, that on the 31st day of August, 2021, before the subscriber, a Notary of the State of Maryland, personally appeared Dan McMullen the applicant(s) named in the a foregoing application, and made oath in the due form of law that the statements therein are true to the best of (his, their) knowledge and belief.

WITNESS my hand and official seal.

Karyn L Rotini (SEAL)
My commission expires 1/24/2024

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)

Dan McMillen _____ Print Name

STATE OF MARYLAND, Kent County :

THIS CERTIFIES, that on the 31st day of August, 2021, before the subscriber, a Notary of the State of Maryland, personally appeared Dan D McMillen _____ and acknowledged the execution of the foregoing statement to be a true act.

WITNESS my hand and official seal. Kayse L Rotten

My commission expires 1/24/2024

(SEAL)

Annotated Code of Maryland, ALCOHOLIC BEVERAGES
Current through 2020 Regular Session

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 Street

Name Elizabeth Schmeltz Phone # 410-778-5954
(Please Print)

(Signature) Date 8/31/2021

County Commissioners Office
Date 8-31-21 LJC

Sondra M. Blackiston, Clerk/KATE Manager
9/7/2021
County Commissioners Meeting

ATTACHMENTS:

Description

09.07.21 Memo to Board of License Commissioners, License Update The Backfin

4730 The Backfin License

Kent County
MARYLAND

MEMORANDUM

To:	Commissioners Mason, Fithian, and Jacob
From:	Sondra M. Blackiston, Clerk/Kate Manager
Cc:	Shelley Heller, County Administrator
	Thomas N. Yeager, County Attorney
	Brandon L. McFayden, Inspector
Date:	September 7, 2021
Subject:	License Update The Backfin, LP

On August 24, 2021, the Board approved The Backfin, LP for a Class A, Beer, Wine, and Liquor License. Staff is pleased to report License No. 4730 was issued on August 30, 2021. The transaction will be recorded in the alcoholic beverage monthly report of retail license activity given to the Comptroller of Maryland.

№ 4730

STATE OF MARYLAND

ALCOHOLIC BEVERAGE LICENSE

BOARD OF LICENSE COMMISSIONERS OF KENT COUNTY

CLASS A

Beer, Wine, Liquor	X
Beer and Wine	
Beer	
Wine	
BWLT-Tasting	
Beer, Wine, Liquor	
Beer and Wine	
Beer	
Wine	

CLASS B

Beer, Wine, Liquor	
Beer and Wine	
Beer	
Bed and Breakfast (BWL)	
Country Inn (BWL)	
Brewery (B)	
Wine Shop and Lounge (W)	
Caterer's Privilege	
Other	

CLASS C

Beer, Wine, Liquor	

CLASS D

Beer, Wine, Liquor	
Beer	
Brewery (B)	

SPECIAL CLASS C ____ Beer ____ Beer and Wine ____ Beer, Wine, Liquor

Effective Date(s): _____ Cost: _____

****

This is to certify that: **Donna J. Legg, General Partner**
Tori N. Bershon, Limited Partner

Corporate name: **The Backfin, LP**

is licensed by the STATE OF MARYLAND, to keep for sale and sell alcoholic beverages for the class indicated:

T/A: **The Backfin**
Located: **5707 Caroline Avenue**
Rock Hall, MD 21661

This license is issued under Authority of the Alcoholic Beverages Article of the Annotated Code of Maryland.

This license continues in force, unless revoked or suspended, until the last day of the month **April 2022**

Cost of license **$1,312.50**
Prorated 9 months: $145.83 per month

Registration no. **18749382**

Issued the 30th day of August, 20 21

Patricia Merrick
Kent County Chief Finance Officer

A license holder shall frame the license under glass and display the license conspicuously in the licensed premises.

Revised 01/21

Certificates of Appreciation
9/7/2021
County Commissioners Meeting

Item Summary:
Karen L. Miller, District Manager, Kent Soil & Water Conservation District
S. Wickes Westcott, Board Member, Kent Soil & Water Conservation District Board of Supervisors

ATTACHMENTS:

Description

09.07.21 Karen L. Miller, District Manager, Kent Soil and Water Conservation District, Certificate of Appreciation

09.07.21 S. Wickes Westcott, Kent Soil and Water Conservation District Board of Supervisors, Certificate of Appreciation

09.07.21 Kent Soil & Water Conservation District, A Day of Celebration, Invitation

Certificate of Appreciation

This is to certify that

Karen L. Miller

is hereby recognized

for thirty-four (34) years of service to the Kent Soil and Water Conservation District. Ms. Miller was first tasked with helping the growth of the outdoor education program offered to the public schools. Ms. Miller has been instrumental in helping the Maryland State Envirothon program where she served on the committee from 1993 to 2019. Ms. Miller has worked hard donating her time and resources to many charitable organizations and events. Such commitment and devotion are admired and well respected by all those who have had the honor and privilege of working with Ms. Miller throughout her many years of service with the Kent Soil and Water Conservation District. We, the County Commissioners of Kent County, Maryland, thank you for your continued devotion, dedication, and public service to Kent County and the community.

THE COUNTY COMMISSIONERS
OF KENT COUNTY, MARYLAND

P. Thomas Mason, President

Ronald H. Fithian, Member

Robert N. Jacob, Jr., Member

September 11, 2021

Certificate of Appreciation

This is to certify that

S. Wickes Westcott

is hereby recognized

for fifty-two (52) years of service as a Member of the Kent Soil and Water Conservation District Board of Supervisors. Mr. Westcott spent twenty-six (26) of those years as Chairman, his many years of service helped the Kent Soil and Water Conservation District be one of the best in the State of Maryland. Mr. Westcott, at ninety-seven (97) years of age, continues to serve as an Associate Member attending monthly meetings. Such commitment and devotion are admired and well respected by all those who have had the honor of serving as a Member with Mr. Westcott. We, the County Commissioners of Kent County, Maryland, thank you for your continued devotion, dedication, and public service to Kent County and the community.

THE COUNTY COMMISSIONERS
OF KENT COUNTY, MARYLAND

P. Thomas Mason, President

Ronald H. Fithian, Member

Robert N. Jacob, Jr., Member

September 11, 2021

Kent Soil & Water Conservation District

Is Having

A Day of Celebration



High Hopes Farm—Jeff and Doug Galt

Cooperator of the Year



S. Wickes Westcott

52 years on KSWCD Board of Supervisors



Karen L. Miller

Retirement after 34 Years

When: Saturday, September 11, 2021

Where: Rock Hall Fire Department

21500 Rock Hall Ave.

Rock Hall, MD 21661

Time: Social Hour: 12:00 p.m., Lunch 1:00 pm.

Menu:

Crab Casserole, Pan Fried Chicken, Shrimp Salad, Scalloped Potatoes, Fresh Green Beans, Tossed Salad, Rolls and assorted deserts

---

Name: _____

Address: _____

_____

Number of Guest in Group _____@ $20 each

Total for Dinner $_____

Donation toward Retirement gift $_____

R.S.V.P.

Kent SWCD, 122 Speer Road, Suite 4, Chestertown, Maryland 21620

Reservations and payment are due by: September 3, 2021

Procedures for Public Comment
9/7/2021
County Commissioners Meeting

ATTACHMENTS:

Description

Procedures for Public Comment

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.

Muriel Cole, Co-Chair, Commission on Aging
9/7/2021
County Commissioners Meeting

Item Summary:
Kent County Volunteer Fair

ATTACHMENTS:

Description

09.07.21 Muriel Cole, Co-Chair, Commission On Aging, Kent County Volunteer Fair Flyer

KENT COUNTY VOLUNTEER FAIR

Saturday, Sep. 11, 9am – noon

Chestertown Farmers Market, South End

O Sponsored by: Town of Chestertown, Chamber of Commerce, Chestertown Lions Club, Rotary Club, United Way of Kent County, Washington College, WC-ALL

O Volunteers are the backbone of our ability to serve our educational, health, recreational, and cultural needs

O Come see a whole panoply of opportunities!

For information on participating, email kentcountyvolunteers@gmail.com



Timothy S. Ailsworth, Executive Director, Local Government Insurance Trust
9/7/2021
County Commissioners Meeting

Item Summary:
Thank You Letter

ATTACHMENTS:

Description

09.07.21 Timothy S. Ailsworth, Executive Director, Local Government Insurance Trust (LGIT), Thank You Letter

Local Government Insurance Trust
LGIT

August 11, 2021

Office of the Board of County Commissioners President
Kent County
400 High St.
Chestertown, MD 21620

Dear Honorable Board of County Commissioners President:

July 01, 2021 marks Kent County's Thirty-Fourth Anniversary as a member of the Local Government Insurance Trust. I would like to take this opportunity to let you and the commissioners know how much we appreciate your continued loyalty and partnership with the Trust.

Thank you for letting us serve the county for its Liability, Excess Liability, and Property coverage. We know that the growth and success of the Trust is largely dependent on having members, such as you. We recognize the contribution your county makes in helping the Trust maintain the position we enjoy in today's insurance market.

Kent County and the Trust have benefited in ways other than costs savings from our close working partnership and we look forward to strengthening that working partnership in the future. If I can help in any way, please let me know.

Sincerely,

Timothy S. Ailsworth
Executive Director

County Commissioners
Office
Date 8-23-21 LJC

7225 Parkway Drive, Hanover, MD 21076 • www.lgit.org
TEL 443.561.1700 • MD 800.673.8231 • FAX 443.561.1701

Carolyn Sorge, Betterton Heritage
9/7/2021
County Commissioners Meeting

Item Summary:
Thank You Letter

ATTACHMENTS:

Description

09.07.21 Carolyn Sorge, Betterton Heritage, Thank You Letter



Dear Commissioners –

Thank you for your continued support of the Museums of Kent County. Your generous funding helps our museums capture and share the rich history of Kent County.

With the funding, Betterton Heritage Museum is able to maintain a website with oral histories and a virtural tour of the Museum. It is a very special archive. Sincerely

Carolyn Sorge
Betterton Heritge

Contingency and Use of Fund Balance Report
9/7/2021
County Commissioners Meeting

ATTACHMENTS:

Description

8-24-2021 Commissioner Report Contingency

FY22 CONTINGENCY & USE OF FUND BALANCE
AS OF COMMISSIONERS MEETING MINUTES DATED
August 24, 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
TOTAL		$ 227,000	

BEGINNING CONTINGENCY BUDGET	$ 400.000
ENDING CONTINGENCY BALANCE	$ 173,000

USE OF FUND BALANCE

DATE APPROVED	DEPARTMENT	AMOUNT APPROVED	DESCRIPTION
6/22/2021	Sheriff's Office	$ 54,776	Body Cameras five year agreement
6/22/2021	University of Maryland Extension Office	$ 15,156	Increase FY22 Allocation-PTK positions salary increase
	0	$ -	0
TOTAL		$ 69,932	

USE OF FUND BALANCE

Note: If expenses are not reduced or offset by the same amount of fund balance used, this will result in a decrease in fund balance below our 7.5% target.